Court File No. CI 11-01-72347

THE QUEEN'S BENCH
Winnipeg Centre

IN THE MATTER OF THE APPOINTMENT OF A RECEIVER PURSUANT TO SECTION 243 OF THE *BANRUPTCY AND INSOLVENCY ACT* R.S.C. 1985 c.B-3 AS AMENDED

BETWEEN:

GE Canada Finance Holding Company
(the "Applicant")

and
Paramount Truck Lines Ltd.
(the "Respondent")

ERNST & YOUNG INC.
Receiver of the Respondent

SECOND REPORT OF THE RECEIVER

JULY 25, 2011

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INTRODUCTION

1. On June 1, 2011 this Honourable Court granted an Order (the "Order") appointing Ernst & Young Inc. as receiver ("E&Y" or the "Receiver") of certain assets, property and undertaking of Paramount Truck Lines Ltd. ("Paramount" or the "Company") pursuant to section 243 of the *Bankruptcy and Insolvency Act*, R.S.C. 1985 c.B-3, as amended (the "BIA").

2. The Receiver filed its first report on June 7, 2011 (the "First Report"). The first report provided a background on the Company, described the activities of the Receiver since its appointment and discussed the priority charges and additional powers of the Receiver.

3. The purpose of this second report of the Receiver (the "Second Report") is to advise this Honourable Court with respect to:

    a) the background of the Company;

    b) the activities of the Receiver since the First Report;

    c) the Receiver's analysis of the retrieval and preservation costs (the "Retrieval Costs") with respect to the equipment leased and owned by Paramount;

    d) the Receiver's proposed method of allocation of the Retrieval Costs;

    e) the Receiver's recommended approach to releasing equipment to various secured parties;

    f) Outstanding pre-receivership payroll source deduction obligations (the "Outstanding Source Deductions");

    g) the Receiver's proposed method of allocation of the Outstanding Source Deductions; and

    h) the Receiver's recommendations.

4. In preparing this Second Report, the Receiver has relied upon unaudited financial information, books and records of the Company, financial information prepared by the Company and discussions with management of the Company and the Applicant. The Receiver has not audited, reviewed, or otherwise attempted to verify the accuracy or completeness of the information and, accordingly, the Receiver expresses no opinion or other form of assurance on the information contained in this Second Report.

5. Unless otherwise stated, all monetary amounts contained herein are expressed in Canadian dollars.

6. Capitalized terms not defined herein are as defined in the Order or in the First Report.

BACKGROUND OF PARAMOUNT

7. Paramount is a long distance dry van truckload carrier hauling general commodities and providing transportation services in Canada and to points in the United States.

8. A related company Paramount Storage Ltd. ("Storage") provided storage, warehousing and distribution services to customers.

9. Paramount operates out of owned premises located at 1200 Fife Street in Winnipeg, Manitoba (the "Premises").

ACTIVITIES OF THE RECEIVER SINCE THE FIRST REPORT

Statutory Notices

10. Pursuant to section 245(1) and 246(1) of the BIA, the Receiver sent to each known creditor of the Company and to the Office of the Superintendent of Bankruptcy (the "OSB") a Notice of Receiver describing, *inter alia*, the assets that are the subject of the receivership, together with a list of creditors according to the records of the Company. Attached hereto and marked as Appendix A to this report is a copy of the Notice of

Receiver, which was sent by ordinary mail by the Receiver on June 10, 2011 to the creditors and to the OSB.

11. The Notice of Receiver reflected amounts owing to creditors according to the books and records of Paramount on June 1, 2011.

Creditor/Customer Communications

12. The Receiver has established a web-site to facilitate communications with creditors and customers. The Receiver's web-site is: www.ey.com/ca/paramount.

13. The following documents are posted on the Receiver's web-site:

    a) A copy of the Order;

    b) A copy of the order dated June 22, 2011, expanding the powers of the Receiver and dealing with the return of certain leased equipment;

    c) Initial application materials;

    d) The First Report;

    e) This Second Report;

    f) The notice and statement of Receiver;

    g) Form 74 – Reclamation of Property; and

    h) Service list as of July 22, 2011.

14. The Receiver continues to respond to several queries from customers and creditors.

Tractor and Trailer assets

15. The Receiver was provided with a detailed schedule of Paramount's existing tractor and trailer fleet on the date of the Receivership.

16. As at July 19, 2011 the status of the Paramount tractor and trailer fleet can be summarized as follows:

Tractor and Trailer Fleet

	Trailer	Tractor
Parked	113	73
Stranded	21	1
In Repair	0	2
Write-off	2	5
	136	81

Notes:

a) Parked means that the unit is located at the Premises, as illustrated in a diagram prepared by the Receiver and attached as Appendix B.

b) In repair means that the unit is currently located at a repair shop because the unit is under repair or awaiting payment for release of the unit.

c) Stranded means that the location of the unit is known to the Receiver, but the unit was not retrieved during the wind-down of Paramount's operations.

d) Write-off means that the unit was damaged and has been released to Manitoba Public Insurance.

Real Property Matters

17. The Receiver has been in contact with representatives of Reimer World Properties Corp. ("Reimer") in respect of its registered mortgage interest on Paramount's Premises. Reimer has advised the Receiver that the current mortgage balance outstanding is approximately $900,000.

18. The Receiver also notes that Sunrise Equipment Ltd. ("Sunrise") has a caveat registered on title to secure advances made by Sunrise to Paramount. The Receiver's counsel is investigating Sunrise's claim to an equitable mortgage in the Premises. Sunrise is a

company owned by Mr. John Loewen. A copy of a recent title search for the Premises is attached as Appendix C to this report.

19. The Receiver contracted with Hoffer Wilkinson & Associates Ltd. to provide an appraisal of the estimated market value of the Premises, with a market exposure period of less than one year (the "Appraisal"). The Appraisal indicates that there is significant value in the Premises in excess of the amounts owed in respect of the Reimer mortgage.

20. Reimer has advised the Receiver that it has been contacted by a party that expressed potential interest in acquiring the Premises. The Receiver advised Reimer that it would provide access to the Premises for the purposes of conducting an initial site inspection by the interested party.

21. The Receiver has further advised Reimer of the apparent surplus equity in the Premises and stated to Reimer that a cooperative approach to selling the Premises would be in the best interests of all parties.

Employee Matters

22. The Receiver has terminated all employees on behalf of Paramount pursuant to section 13 of the Order.

23. The Receiver has been in discussion with the Federal Labour Board with respect to the termination of employees on behalf of Paramount.

24. The Receiver worked with Paramount's former payroll clerk to gather the information necessary for the Receiver to complete the Trustee Information Forms necessary for filings under the *Wage Earner Protection Program Act* ("WEPPA").

25. The Receiver sent the Trustee Information Forms and other prescribed material to former employees by regular mail during the week ended July 8, 2011. The Receiver has responded to numerous queries from former employees to assist them in filing their WEPPA claims with Service Canada.

Operations

26. The operations of Paramount have wound-down and all of the known customer deliveries that were in transit or at the Paramount yard waiting for shipment have been delivered.

Insurance

27. On June 14, 2011 the Receiver sent a letter to the parties with a registered security interest in the tractor and trailer fleet to advise them that the Receiver intended to amend insurance coverage effective June 17, 2011 to remove collision coverage from the policy as the fleet was no longer in transit.

28. Insurance coverage was amended on June 17, 2011. The current fleet insurance coverage expires on August 1, 2011. The Receiver sent a second letter to parties with a registered security interest in the tractor and trailer fleet on July 20, 2011 advising them that the coverage was going to expire on August 1, 2011 and that the Receiver was not intending to renew coverage. The Receiver provided the parties with a deadline of July 25, 2011 to advise the Receiver if they wanted the Receiver to attempt to place continued coverage on the tractor and/or trailer assets that they had a registered security interest in.

29. The Receiver has requested a quotation from MPI to continue coverage on the GE fleet of tractors and trailers. Provided that the quotation is reasonable the Receiver will be continuing with insurance coverage for the GE fleet of tractors and trailers.

Receivables and invoicing

30. Invoicing for pre and post Receivership deliveries was completed on June 8, 2011 and the Receiver is focusing its efforts on collection of receivables.

31. The Receiver has been in contact with substantially all of Paramount's customers, and provided the customers with statements of account based on Paramount's books and records. Certain customers had queries in respect of the amounts billed by Paramount, and the Receiver has worked with these customers to reconcile the accounts.

32. One of Paramount's customers, with an account balance of approximately $40,000 has disputed the amounts listed as being owed to Paramount. The customer is claiming a right of set off as against charges incurred by Storage for premises leased from a related party to the customer. The Receiver is investigating the claim, but is doubtful of the collectability of the Paramount receivable in the absence of legal action against the customer.

33. There are two other accounts that are known to be in dispute at this time. In aggregate these accounts total approximately $52,000. The Receiver is following up with these customers to determine the nature of the dispute and to negotiate a settlement if practical. The Receiver also notes that Storage owed Paramount approximately $20,000. The Receiver is of the view that this amount is considered uncollectible as Storage was placed into Receivership on June 30, 2011. No other significant disputes were identified by Paramount's customers.

34. During late June and early July, the Receiver had experienced a significant decrease in the volume of accounts receivable receipts, which appeared to have been the result of the recent labour dispute at Canada Post. Payments processed by mail appear to have resumed, and the Receiver has been in contact with major customers to follow up on the timing and status of payment.

June 8, 2011 Hearing

35. On June 8, 2011 this Honourable Court authorized the following additional powers of the Receiver:

    a) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,

        i. without the approval of this Court in respect of any transaction not exceeding $100,000, provided that the aggregate consideration for all such transactions does not exceed $500,000; and

ii. with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause,

and in each such case notice under subsection 59(10) and (17) of The Personal Property Security Act (Manitoba) shall not be required; and

b) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property.

36. The Court also ordered that:

a) the Receiver is at liberty to withhold the return of any property to secured creditors with a priority over the Applicant until the Receiver has been paid for or proper security has been posted for the retrieval and preservation costs (including the Receiver's fees) associated with the property; and

b) if the Receiver, the secured creditor and/or the Applicant are not able to agree on the retrieval and preservation costs associated with the property any party can apply to the Court to hear the matter.

Additional Matters

37. As outlined in the First Report the Receiver has requested that Mr. John Loewen:

a) provide a full accounting of all items that were removed from the Premises; and

b) provide a full accounting of all funds paid by customers of Paramount to Mr. Loewen and to any parties related to Mr. Loewen.

38. Counsel for Mr. Loewen provided certain material in support of the Receiver's demands, but additional information remains outstanding, including the accounting for items removed and for funds paid by customers of Paramount. The Receiver's Counsel issued a letter to counsel for Mr. Loewen on June 27, 2011, refuting certain of the claims of

Loewen, and demanding an accounting and return of the items forthwith. A copy of counsel's letter is attached as Appendix D to this report. Counsel for Mr. Loewen responded on July 4, 2011, a copy of the response is attached as Appendix E to this report.

39. Mr. Loewen has not provided an accounting to the Receiver and therefore the Receiver does not know the extent of the property that was removed from the Premises and the funds that have been paid by customers of Paramount to Mr. Loewen and parties related to Mr. Loewen.

40. The Receiver requires the assistance of the Court in this matter as:

a) Mr. Loewen has refused to provide information necessary for the Receiver to investigate this matter fully. The Receiver is entitled to this information pursuant to paragraphs four and five of the Order;

b) Mr. Loewen has refused to repay funds that customers paid to Mr. Loewen and any person or entity related to Mr. Loewen; and

c) Mr. Loewen has agreed to return windshield washer fluid that was removed from the Premises, but the Receiver was advised by former employees of Paramount that other items were removed from the Premises and to date Mr. Loewen has not agreed to return other inventory items.

RECEIVER'S ANALYSIS OF THE RETRIEVAL AND PRESERVATION COSTS

41. The Receiver has analyzed the costs associated with the retrieval and preservation of the tractor and trailer fleet of Paramount and the satellite systems that are installed on the tractor units.

42. The Retrieval Costs are broken down into direct costs, direct operating costs and indirect costs. The Receiver prepared an analysis of the costs to June 10, 2011 as the return of the Paramount fleet of tractors and trailers to the Premises was substantially complete by that date.

43. A summary of the Receiver's estimate of retrieval and preservation costs in provided in the table below.

IN THE MATTER OF THE RECEIVERSHIP OF PARAMOUNT TRUCK LINES LTD. SUMMARY OF FLEET RETRIEVAL COSTS		
		Costs to June 10, 2011
Direct Costs - Highway Trucks		
Fuel	$	25,726
Repairs		7,167
Driver Costs		107,419
Total Direct Costs	**$**	**140,312**
Direct Operating Costs		
Fuel	$	2,558
Driver Costs		14,543
Total Direct Operating Costs	**$**	**17,101**
Indirect Costs		
Receiver fees	$	53,748
Salaries		17,652
Security		3,190
Utilities		3,975
Insurance		10,629
Registration		3,671
Contingency		5,000
Total Indirect Costs	**$**	**97,865**
Total Costs (excluding source deduction arrears)	**$**	**255,279**

44. Direct costs are allocated to units that were not at the Premises when the Order was pronounced on the morning of June 1, 2011 (the "Retrieved Units"), and relate to the fuel, wages, and repair costs to return the Paramount fleet to Winnipeg.

45. To determine the fuel costs the Receiver reviewed reports from the fuel suppliers which provided a breakdown of the fuel consumed on a unit by unit basis.

46. Driver wages were allocated to a particular unit based on the driver that transported the tractor and/or trailer back to the Premises. Driver wages includes all outstanding wages for a particular driver at the date of the Receivership (this is not limited to the wages associated with the last pick-up). The Receiver is of the view that the payment of all outstanding wages to drivers that were in transit was critical to the safe and orderly return of the Retrieved Units to Winnipeg, MB.

47. Repair and maintenance costs only applied to a limited number of tractor/trailers that were under repair or required repair during the retrieval process. The repair and maintenance costs were determined based on actual costs incurred.

48. Direct operating costs include:

a) City driver wages; and

b) Local fuel.

49. Direct operating costs are allocated to all units, including (a) Retrieved Units and (b) units at the Premises or at the storage facility where Paramount typically stored trailers that were not in use at the date of the Receivership (the "Parked Units"). Upon return of the Retrieved Units to Paramount's yard, Paramount's city drivers spent time sorting the vehicles, and arranging the vehicles in Paramount's yard by operating lessor, for ease of ultimate retrieval.

50. Driver wages includes wages for city drivers. These wages include all outstanding wages at the date of the Receivership.

51. Local fuel costs include fuel costs associated with city driver pick-ups during the Receivership. City drivers were retrieving trailers at various facilities in Manitoba and they were organizing the yard to ease the retrieval process for the equipment lessors.

52. Indirect costs include:

a) the Receiver's fees for the period June 1-10, 2011, which represents the time spent on retrieval and preservation matters

b) insurance;

c) security of the Premises;

d) wages for other staff critical to the retrieval process;

e) overhead;

f) registration fees; and

g) preservation contingency estimate of $5,000 to reflect miscellaneous costs that have not been itemized such as appraisal fees, additional site security, computer network maintenance fees, etc.

53. Indirect costs are allocated to the Retrieved Units and the Parked Units.

54. Insurance costs are based on Paramount's current policy, for the period June 1-10, 2011. The coverage was reduced as of June 17, 2011 as the fleet was no longer in transit at that time and the Receiver advised the equipment lessors that the Receiver was cancelling collision coverage with respect to the leased equipment effective June 17, 2011.

55. Security includes the costs associated with changing locks to secure the Premises and the costs associated with overnight and weekend on-site security to ensure the protection of the equipment.

56. The Receiver also allocated the wages of the following personnel:

a) One dispatcher;

b) The operations manager (also a dispatcher);

c) The fleet safety specialist;

d) The shop foreman;

e) Two fleet mechanics; and

f) The payroll clerk.

57. The Receiver is of the view that it is appropriate to allocate the wages of the above noted individuals as these individuals directly contributed to the safe return of the fleet to Winnipeg, MB. Wage costs for other employees such as mechanics terminated shortly after the date of the receivership, accounting and administrative personnel were not included in the allocation of indirect costs.

58. Overhead includes utilities associated with the Premises.

59. Registration fees represent an estimate of the fees that Manitoba Public Insurance ("MPI") will charge the Receiver for registration of the vehicles. This amount was estimated based on the fee that was payable by Paramount to MPI on May 31, 2011 which did not clear the account prior to the Receivership and pro-rated for the period June 1-10, 2011.

60. Receiver's fees include the fees for the period June 1 to June 10, 2011 including attending in Court on June 8, 2011. The substantial majority of the Receiver's efforts during this period focused on the preservation and return of the Paramount fleet. The Receiver has not allocated its fees for the period subsequent to June 10, 2011, including the time spent in finalizing the proposed allocation, and responding to queries from lease creditors.

RECEIVER'S PROPOSED ALLOCATION OF THE COSTS

61. The proposed allocation framework seeks to allocate the Retrieval Costs to secured creditors including GE Canada Equipment Finance G.P., GE Canada Leasing Services Company, General Electric Canada Equipment Finance G.P., GE Technology Finance, GE VFS Canada Limited Partnership (collectively "GE Equipment"), Daimler Chrysler Financial, DCFS Canada Corp. (collectively "Daimler"), Beaver Truck Centre ("Beaver"), CIT Financial Ltd. ("CIT"), Leasebank Credit Corporation ("Leasebank"), Stoughton Trailers Inc. ("Stoughton") , and TD Equipment Finance (formerly Capital Underwriters) ("Capital Underwriters") (all of the foregoing are collectively referred to as the "Equipment Lessors").

62. The Receiver has contacted each of the Equipment Lessors and requested that they provide the Receiver with copies of their respective security documents, to enable legal counsel for the Receiver to provide its opinion on the validity and enforceability of the Equipment Lessors' security, and to provide any comments and/or observations that may impact the respective priority of the Equipment Lessors' claims.

63. There are other creditors with registered security that the Receiver is of the view should be excluded from the allocation for the reasons described below:

   a) General Bank of Canada – Paramount leased a Nissan Pathfinder from General Bank of Canada. The Nissan Pathfinder was at the Premises at the date of the Receivership and had not been driven for some time prior to the Receivership as this vehicle had been driven by Mr. Thiessen.

   b) Ford Credit Canada – the Ford F-150 pick-up was returned to the Premises on June 3, 2011 after the Receiver demanded its return from Mr. Loewen on June 2, 2011. Minimal effort was expended by the Receiver to ensure the return of this equipment and in the Receiver's view Ford should be excluded from the allocation model as the cost to be allocated would be nominal.

c) Office equipment lessors have been excluded from the allocation model as the estimated net realizable value of this equipment is nominal.

d) Business Development Bank of Canada ("BDC") is excluded from the allocation model, as the affidavit of David Kopchick dated March 15, 2011 indicates that the security held by BDC over the assets of Paramount is subordinated to that of the Applicant.

64. The Receiver proposes to allocate the Costs as follows:

a) Direct costs are allocated to specific Retrieved Units only. Allocation of direct costs between the tractor, trailer and satellite units was based on the proportionate mid-point of the appraised value for tractors and trailers, and the Receiver's estimate of value for the satellite units.

b) Direct operating costs are allocated to Parked Units and Retrieved Units, using the mid-point of the appraised values of each unit as the basis of allocation.

c) Indirect costs are allocated to Retrieved Units and Parked Units, using the mid-point of the appraised values of each unit as the basis of allocation.

Allocation of the Total Costs

65. Based on the proposed allocation methodology described above the Receiver proposes that the Retrieval Costs would be allocated to the Equipment Lessors as follows, as more fully set out in Appendix F:

Lessor Total Cost Allocation	Appraised Value	Total Cost Allocation	Garage Keeper Lien
GE Equipment	$ 1,824,000	$ 158,440	$ 10,570
Beaver Truck Centre	201,500	19,934	-
CIT	388,500	21,323	-
Daimler Chrysler	416,500	36,585	-
Stoughton	438,000	16,775	-
Capital Underwriters	38,446	2,222	-
BDC (no allocation, as BDC has subordinated its interests to GE)		-	-
Total Costs Allocated	$ 3,306,946	$ 255,279	$ 10,570

Allocation of the Direct Costs

66. The proposed allocation methodology described above would allocate the direct costs in the amount of $140,312 and known garage keeper liens of $9,569 as summarized below:

Direct Cost Allocation	Total Cost Allocation	Garage Keeper Lien
GE Equipment	$ 94,283	$ 9,569
Beaver Truck Centre	12,846	-
CIT	7,658	-
Daimler Chrysler	21,935	-
Capital Underwriters	2,222	-
Stoughton	1,369	-
Total Costs Allocated	$ 140,312	$ 9,569

Allocation of Direct Operating Costs

67. The proposed allocation methodology described above would allocate the direct operating costs in the amount of $17,101 and known garage keeper lien of $1,001 as summarized below:

Direct Operating Cost Allocation	Total Cost Allocation	Garage Keeper Lien
GE Equipment	$ 9,543	$ 1,001
Beaver Truck Centre	1,054	-
CIT	2,033	-
Daimler Chrysler	2,179	-
Capital Underwriters	-	-
Stoughton	2,292	-
Total Costs Allocated	$ 17,101	$ 1,001

Allocation of the Indirect Costs

68. The proposed allocation methodology described above would allocate the indirect costs in the amount of $97,865 as summarized below:

Indirect Cost Allocation	Total Cost Allocation
GE Equipment	$ 54,614
Beaver Truck Centre	6,033
CIT	11,632
Daimler Chrysler	12,471
Capital Underwriters	-
Stoughton	13,115
Total Costs Allocated	$ 97,865

Overall Comments – Proposed Allocation Methodology

69. The Receiver respectfully submits to this Honourable Court that the fair and reasonable manner to allocate the Retrieval Costs is based on the proposed allocation model described above as it takes into consideration the direct and indirect costs (either already

incurred by the Receiver or estimated to be incurred by the Receiver) with respect to the retrieval and preservation of the tractors, trailers and satellite units.

70. The Receiver is of the view that the allocation of the Retrieval Costs on an appraised value basis is a fair and reasonable approach to allocation of costs in the circumstances, as the alternatives would include:

   a) allocation based solely on the number of units. In the Receiver's view this would not be a fair method of allocation as the value of a tractor unit is substantially higher than the value of a trailer unit or a satellite unit;

   b) allocation based on net book value. In the Receiver's view this method would provide a relative weighting that would reflect values that are depreciated on a consistent basis, but would not reflect variations in value due to use, wear and tear, obsolescence or damage; and

   c) allocation based on the amount of secured indebtedness. The Receiver is of the view that allocating the costs based on the amount of secured indebtedness does not take into account whether a secured creditor is over or under secured, or whether creditors have subordinated their respective security positions in favour of other secured creditors.

71. The Receiver is of the view that all of the Equipment Lessors have benefitted from the retrieval process and from the steps taken by the Receiver to secure and preserve the equipment.

72. The actions of the Receiver to retrieve and protect the assets were not limited to the assets of any particular Equipment Lessor. Each of the Equipment Lessors has benefited from the process.

73. As noted in the First Report the Receiver made it a priority to return the tractor and trailer fleet to Winnipeg, MB in an expedient and cost-effective manner. The Receiver did not

marshal the fleet by Equipment Lessor and no priority was given to a particular Equipment Lessor.

74. To ensure the safe return of the tractor and trailer fleet the Receiver advised all of Paramount's former drivers that it would fund operational and payroll related expenses to return the fleet to Winnipeg, MB.

75. For all of the reasons noted above the Receiver is of the view that the allocation of Retrieval Costs is fair and reasonable in the circumstances.

RELEASE OF EQUIPMENT

76. The Receiver's counsel has completed its review of the security held by each of the Equipment Lessors, and has provided the Receiver with its opinion that the security held by each of GE Equipment, CIT, Daimler, Stoughton and Capital Underwriters appears to be valid and enforceable according to its respective terms, and each of the foregoing appear to have registered its claims to claim a valid purchase money security interest in the collateral claimed therein.

77. The Receiver's counsel had identified material deficiencies in the security documentation provided by Beaver, securing specific tractor and trailer units. Counsel for Beaver provided further documentation to support Beaver's claim. While Beaver does not appear to have a valid purchase money security interest in the collateral, they do appear to have priority over the equipment described in the security documentation provided.

78. The Receiver's counsel has identified material deficiencies in the security documentation securing 19 of the 29 satellite units leased by Paramount from Leasebank. The Receiver's counsel has advised Leasebank in writing of the deficiencies, and has requested that Leasebank provide copies of any additional documentation that would support its secured claims. The documentation with respect to 10 of the 29 satellite units appears to be valid and enforceable and therefore Leasebank has a valid security interest in this collateral.

79. Schedule 2 of Appendix F indicates that approximately $1,300 (or 100%) of the direct costs attributable to the Leasebank satellite units would be allocated to GE Equipment, the principal beneficiary of the material deficiencies in Leasebank's security. The Receiver intends to request that prior to removal of the 10 units noted above, Leasebank contribute approximately $450 (or 34%) of the costs attributable to the Leasebank satellite units.

80. Prior to releasing any equipment the Receiver has advised the Equipment Lessor that they must:

   a) Provide security for any garage keeper's lien claimed by any garage keeper against the equipment in an amount to be agreed upon by the affected garage keeper and the Equipment Lessor, or alternatively provide proof of payment and discharge of the lien;

   b) Provide security for or pay to the Receiver the Costs allocated to the equipment leased by the Equipment Lessor; and

   c) Provide security for or pay to the Receiver the Outstanding Payroll Obligations (described below) allocated to Equipment Lessor.

81. Once the Equipment Lessor has provided security or paid the costs described above the Receiver proposes the following retrieval process (the "Retrieval Process"):

Trailers

   a) The Receiver will notify the trailer equipment lessor that their equipment is available for pick-up;

   b) The trailer equipment lessor will be required to make an appointment with the Receiver for pick-up between the hours of 9:00 a.m. and 5:00 p.m. Monday to Friday;

c) If a trailer is not currently secure at the Premises, the Receiver will advise the Equipment Lessor of the trailers location and provide contact details to the applicable Equipment Lessor to arrange for pick-up of the trailer.

Tractors and Satellites

d) The Receiver will contact the applicable satellite equipment lessor and advise them that they may attend at the Premises between the hours of 9:00 a.m. and 5:00 p.m. Monday to Friday to remove the satellite system from the applicable tractors. The satellite equipment lessor will be required to make an appointment with the Receiver for this purpose;

e) If requested, the applicable tractor equipment lessors can attend at the Premises to supervise the removal;

f) In the event that a tractor equipment lessor wishes to retain the satellite system currently installed on a particular tractor, the tractor equipment lessor must make arrangements directly with the satellite equipment lessor. Once these arrangements have been confirmed the satellite equipment lessor must notify the Receiver;

g) After the satellite systems are removed (if applicable) the Receiver will notify the tractor equipment lessor that their equipment is available for pick-up;

h) The tractor equipment lessor will be required to make an appointment with the Receiver for pick-up between the hours of 9:00 a.m. and 5:00 p.m. Monday to Friday; and

i) For the tractor unit that is not currently at the Premises, the Receiver will advise the Equipment Lessors of the tractor's location and provide contact details to the applicable Equipment Lessor to arrange for pick-up of the tractor.

82. The Receiver intends to advise Equipment Lessors that the equipment must be retrieved no later than 30 days from the date of an Order setting out the allocation of the Retrieval Costs.

OUTSTANDING PAYROLL OBLIGATIONS

83. The Receiver has learned that during the period December 2010 to the date of the Receivership, Paramount periodically under remitted or failed to remit employee and employer portions of withholdings for income taxes, employment insurance premiums, and Canada Pension Plan premiums (collectively "Source Deduction Arrears"). Based on the books and records of Paramount, a schedule of the unremitted or under remitted Source Deduction Arrears by payroll period is attached as Appendix G. The Receiver estimates that the aggregate liability is approximately $398,000, as set out in the following table:

IN THE MATTER OF THE RECEIVERSHIP OF PARAMOUNT TRUCK LINES LTD.
Summary of Estimated Unpaid Source Deductions
(subject to verification by Canada Revenue Agency)
For the period from December 22, 2010 to June 1, 2011

Employee withholdings	
Income Taxes	$ 449,727.63
Employment Insurance premiums	34,133.48
Canada Pension Plan Premiums	89,332.96
Subtotal employee withholdings	$ 573,194.07
Employer portion of remittances	
Employment Insurance premiums	$ 49,294.63
Canada Pension Plan Premiums	89,523.25
Subtotal employer portion of remittances	$ 138,817.88
Total remittance obligations	$ 712,011.95
Less: payments remitted by Paramount	(340,811.42)
Unpaid source deductions (excluding penalties and interest)	$ 371,200.53
Unreconciled difference from 2010	26,516.07
Estimated source deduction liability (excluding penalties and interest)	$ 397,716.60

84. The Receiver requested that officials from Canada Revenue Agency ("CRA") review Paramounts's payroll books and records to complete a trust examination audit, to ascertain the unpaid balance for Source Deduction Arrears. For example, the Receiver does not know what position CRA will take with respect to marshalling payments remitted by Paramount as against outstanding interest and penalties for failure to remit the required source deductions. As of the date of this Second Report, the trust examination fieldwork has been completed by CRA, and the Receiver is in receipt of a letter from CRA with respect to the deemed trust claim dated July 22, 2011. A copy of the letter is attached as Appendix H to this report.

85. The Receiver notes that the amounts claimed by CRA in its letter dated July 22, 2011 is substantially less than the unpaid amounts reflected in the books and records of Paramount. The Receiver has queried CRA officials whether the amounts set out in Appendix H are its final claim, or if there are additional claims to be filed. The Receiver intends to provide this Honourable Court with an update on these matters prior to August 2, 2011.

86. Since the priority for payment of the Source Deduction Arrears ranks ahead of all secured creditors (with the exception of prescribed mortgage interests), the Receiver is of the view that the estimated Source Deduction Arrears should be allocated to the Equipment Lessors, and to the Applicant, GE Canada Finance Holding Company ("GE Finance").

87. The Receiver is not aware of other secured creditors with a prior ranking security interest in any of the assets of Paramount. The Receiver is of the view that allocating the Source Deduction Arrears to under secured creditors would not be appropriate in the circumstances.

88. The Receiver's proposed basis of allocation of the Source Deduction Arrears uses the midpoint of the appraised value of the Paramount fleet assets (i.e. the same basis for the allocation of the indirect Retrieval Costs), as well as the Receiver's estimate of the estimated net realizable value of the other assets of Paramount (secured in favour of GE Finance), using the following assumptions:

a) cash on hand at the commencement of the receivership is estimated to have an estimated net realizable value of 100%;

b) accounts receivable are estimated to have an overall net recovery percentage of approximately 85% of net book value, taking into account known disputes, setoffs claimed by account debtors, and a provision for uncollectible accounts;

c) inventory, with a nominal net book value, is estimated to have an realizable value of approximately $5,000; and

d) other categories of assets (i.e. prepaid expenses, etc.) are estimated to have a net realizable value of nil.

89. The Receiver is of the view that the apparent equity in the Premises in excess of the mortgaged amounts due to Reimer should be included in the final basis of allocation of the Source Deduction Arrears. However, as of the date of this Second Report, such apparent equity is indicative only, and there may be material variations in the amount ultimately realized for the Premises. As a result, the Receiver is not proposing an allocation of the Source Deduction Arrears based on such apparent equity, but is proposing a re-allocation (which would have the effect of reducing each creditor's pro-rata share of the Source Deduction Arrears) once the Premises have been liquidated.

90. Using the midpoint of appraised values of the Paramount fleet and the Receiver's estimated net realizable value of the remaining Paramount assets capable of realization, the Receiver has developed a proposed allocation framework for the Source Deduction Arrears as set out in Appendix I, and as summarized in the following table:

PROPOSED ALLOCATION OF SOURCE DEDUCTION ARREARS
ESTIMATE ONLY - RECONCILIATION REQUIRED UPON COMPLETION OF CANADA REVENUE AGENCY TRUST EXAMINATION

Estimated Source Deduction Arrears		GE Finance (working capital)	GE Equipment	Beaver Truck Centre	CIT	Daimler Chrysler	Stoughton
Unpaid Source Deduction Arrears	$ 397,717	$ 125,278	$ 152,036	$ 16,796	$ 32,383	$ 34,716	$ 36,509

91. At the time the foregoing was communicated to the Equipment Lessors and to GE Finance, Canada Revenue Agency officials had not yet communicated the results of their trust account examination. Accordingly, the Receiver advised the Equipment Lessors and GE Finance that the amount of Source Deduction Arrears that takes priority over the secured creditors of Paramount is subject to change. As a result, the foregoing proposed allocation of the Source Deduction Arrears is subject to change.

92. Prior to retrieving the leased assets, the Receiver proposes that the Equipment Lessors be required to pay to the Receiver or post security in the amount of the proposed allocation of Source Deduction Arrears. In the event that the Source Deduction Arrears are less than the Receiver's estimate of approximately $398,000, the Receiver would recalculate the allocation using the same principles, and refund the difference to the Equipment Lessors. In the event that the Source Deduction Arrears are greater than the Receiver's estimate of approximately $398,000, the Equipment Lessors would agree to forthwith, upon demand from the Receiver (supported by evidence of the finalized amount of the Source Deduction Arrears), pay to the Receiver the recalculated allocation, also using the same principles noted above.

93. The Receiver proposes that the amounts allocated to GE Finance be withheld from any distribution of funds to the Applicant.

COMMUNICATION OF PROPOSED ALLOCATION FRAMEWORK TO EQUIPMENT LESSORS AND TO GE FINANCE

94. On June 28, 2011, the Receiver communicated with representatives of each of the Equipment Lessors and with GE Finance in respect of the proposed allocation of the Retrieval Costs and the Source Deduction Arrears.

95. As a result, the following creditors were generally in agreement with the Receiver's proposed allocation methods:

    a) GE Finance;

    b) GE Equipment;

c) Stoughton;

d) Beaver; and

e) Capital Underwriters.

96. The Receiver is advised that the following creditors were generally not in agreement with the Receiver's proposed allocation methods:

a) CIT; and

b) Daimler.

97. Since all creditors are not in agreement with the proposed allocation method, the Receiver is of the view that it is in the best interests of the stakeholders to seek the advice and direction of this Honourable Court, as any agreement to negotiate or reduce any particular creditor's proposed allocation would have the effect of increasing the other creditors' proposed allocations.

RECOMMENDATIONS

98. The Receiver recommends that this Honourable Court:

a) Require Mr. John Loewen and Sunrise to provide a full accounting of all assets removed from the Premises and a full accounting of all funds paid by customers of Paramount to Mr. Loewen, Sunrise or any parties or entities related to Mr. Loewen for the period from May 3, 2011 to the date of this report;

b) Grant an Order that all assets removed from the Premises be returned to the Receiver forthwith;

c) Demand repayment of any amounts paid by customers of Paramount to the Receiver forthwith;

d) Approve the proposed allocation framework described above to allocate the Costs;

e) Approve the proposed allocation of the Outstanding Payroll Obligations; and

f) Approve the proposed Retrieval Process.

All of which is respectfully submitted this 25th day of July, 2011.

ERNST & YOUNG INC.
In its capacity as the Court-Appointed Receiver of
Paramount Truck Lines Ltd.

Per:

Joe Healey, CA, CIRP, Senior Vice President

Appendix A

Notice and Statement of Receiver

(Subsection 245(1) & 246(1) of the *Bankruptcy and Insolvency Act*)

The Receiver gives notice and declares that:

1. On the 1st day of June 2011, ERNST & YOUNG INC. was appointed Receiver (the "Receiver") in respect of the property of **Paramount Truck Lines Ltd.**, which is described below:

	Book Value As at April 30, 2011[1]
Cash	42,511
Accounts receivable	1,730,178
Inventories	372,115
Prepaid expenses	235,129
Property, plant and equipment	5,497,941
Total	$7,877,874

2. Ernst & Young Inc. became a Receiver in respect of the property described above by virtue of an Order of the Court of Queen's Bench of Manitoba, dated June 1, 2011 (the "Court Order"). A copy of the Court Order is available on the Receiver's web-site: www.ey.com/ca/paramount.

3. The Receiver took possession of the above assets on the 1st day of June, 2011.

4. The intended plan of action of the Receiver is as follows:
   - To collect accounts receivable in the ordinary course
   - The Receiver will work with the equipment lessors to determine the appropriate action plan to realize on these assets.
   - The Receiver intends to seek a combination of en bloc and/or liquidation proposals for the remaining equipment.
   - In the event that there is equity in the land and buildings the Receiver will seek to sell these assets with the assistance of a commercial real estate agent.

5. The following information relates to the Receivership:

   (a) Address of insolvent person and location of business: 1200 Fife Street, Winnipeg, R2X2N6

   (b) Principal line of business: Trucking

   (b) Location of business: 1200 Fife Street, Winnipeg, R2X2N6

   (c) The amount owed to the creditors, is set out on the attached Schedule A.[2]

   (d) The contact person for the Receiver is: Jeremy Tataryn, phone 1-204-933-0298 fax 1-204-956-0138.

6. At this time the Receiver does not anticipate that there will be any funds available for distribution to unsecured creditors.

7. The Receiver has established a web-site to post documents relevant to these proceedings including court materials, Receiver reports and other relevant documents. The web-site address is: www.ey.com/ca/paramount.

---

[1] Based on the unaudited books and records of Paramount Truck Lines Ltd. as at April 30, 2011.

[2] The amounts set out in Schedule 1 are based on the books and records of Paramount Truck Lines Ltd. as at May 31, 2011. These amounts may differ from the books and records maintained by the creditors of Paramount Truck Lines Ltd. At this time there is no requirement for creditors to file a proof of claim.

Dated at Winnipeg, Manitoba this 10th day of June, 2011.

ERNST & YOUNG INC.
In its capacity as Receiver of Paramount Truck Lines Ltd.
and not in its personal capacity

per:

Joseph A. Healey, CA, CIRP

2700 - 360 Main Street
Winnipeg, Manitoba
R3C 4G9

IN THE MATTER OF THE RECEIVERSHIP
OF PARAMOUNT TRUCK LINES LTD.
SCHEDULE "A"
IN $CAD

Secured Creditors

Name of Creditor		Amount of Claim
GE CANADA EQUIPMENT FINANCING G.P.	$	1,384,593
GE CANADA FINANCE HOLDING COMPANY	$	1,274,820
REIMER WORLD PROPERTIES CORP.	$	884,935
ROYAL BANK OF CANADA		unknown
C. KEAY INVESTMENTS LTD.		unknown
BROOKSIDE AUTO BODY LTD.	$	7,062
LEASEBANK CREDIT CORPORATION		unknown
CAPITAL UNDERWRITERS INC.		unknown
STOUGHTON TRAILERS CANADA CORPORATION		unknown
DAIMLERCHRYSLER TRUCK FINANCIAL		unknown
DCFS CANADA CORP		unknown
CIT FINANCIAL LTD.		unknown
FORD CREDIT CANADA LEASING		unknown
SUNRISE EQUIPMENT LTD.		unknown
BUSINESS DEVELOPMENT BANK OF CANADA		unknown
GE CANADA ASSET FINANCING HOLING COMPANY		unknown
GE CANADA LEASING SERVICES COMPANY		unknown
GENERAL ELECTRIC CANADA EQUIPMENT FINANCE G.P.		unknown
GE TECHNOLOGY FINANCE		unknown
GE VFS CANADA LIMITED PARTNERSHIP		unknown
BEAVER TRUCKS CENTRE		unknown
KAL TIRE A CORPORATE PARTNERSHIP		unknown
FREIGHTLINER MANITOBA LIMITED		unknown
STOUGHTON TRAILERS CANADA CORP		unknown
JP MORGAN CHASE BANK N.A.		unknown
NATIONAL LEASING GROUP INC		unknown
GENERAL BANK OF CANADA		unknown

Unsecured Creditors

Name of Creditor	Amount of Claim
BEAVER TRUCK CENTRE	252,163.99
B.K. TOWING	1,393.98
B.K. TOWING USD	421.40
CANNAMM DRUG & ALCOHOL TESTING	1,449.28
CENTRAL TRANSPORT REFRIGERATION (MAN) LT	832.90
CHAMPION	288.75
CITY PRESS	268.80
CITY OF WINNIPEG	Unknown
CLEANAIR FILTER SERVICE	1,342.47
COOPER BUSINESS FORMS	1,264.26
CORPORATE SECURITY SUPPLY LTD.	375.20
CRAIG KELMAN & ASSOCIATES LTD.	236.25

IN THE MATTER OF THE RECEIVERSHIP
OF PARAMOUNT TRUCK LINES LTD.
SCHEDULE "A"
IN $CAD

DATA AUDIT INDUSTRIES INC.	894.30
DYNAMO BUSINESS MACHINES	668.23
ELITE COMMUNICATIONS	100.78
FLEET BRAKE	22,637.42
FOUNTAIN TIRE	29,609.66
FREIGHTLINER MB LTD	1,847.72
GOLD BUSINESS MACHINES	142.24
GOODYEAR CANADA INC	64,124.83
GREAT WEST LIFE INS. CO.	12,329.10
IMPERIAL AUTO BODY SUPPLY LTD.	1,034.99
IMPERIAL OIL	1,825.50
IT PRO	115.50
JACKSON SPRINGS	70.50
JACKIE CULLETON	500.00
JERSEVTX	2,018.06
JERSEVTX USD	19,039.33
JOHNSON WASTE MANAGEMENT	339.87
KAL TIRE	1,474.62
KK PENNER TIRE CENTERS INC.	387.45
LINK LOGISTICS	1,023.75
LOAD EXPRESS LINE	2,800.00
LYRECO	226.87
MAGNUM OIL (MB.) LTD.	2,515.85
MANITOBA HYDRO - NATURAL GAS	11,246.95
MANITOBA PUBLIC INSURANCE	Unknown
MACQUARIE PREMIUM FUNDING	Unknown
MEP	76.97
MINISTER OF FINANCE - MANITOBA	Unknown
MTS ALLSTREAM INC.	11,353.74
NATCO MANUFACTURERS & DISTRIBUTORS LTD.	86.94
NICHOLLS TRANSPORT	3,000.00
NORTHERN COMPUTER SOLUTIONS	188.37
NORTH COUNTRY EXPRESS	3,650.00
OCEAN TRAILER	2,279.18
OVERHEAD DOOR OF WINNIPEG LTD.	309.33
PARAMOUNT STORAGE	7,077.50
PRAXAIR CANADA INC.	180.81
PRECISION CHEMICAL MANUFACTURING LIMITED	922.79
PUROLATOR COURIER LTD.	159.70
QUINTEX SERVICES LTD.	651.95
RECEIVER GENERAL OF CANADA	171,132.90
ROGERS	69.17
ROSANNE'S INTERIOR RESTORATION	1,102.43

IN THE MATTER OF THE RECEIVERSHIP
OF PARAMOUNT TRUCK LINES LTD.
SCHEDULE "A"
IN $CAD

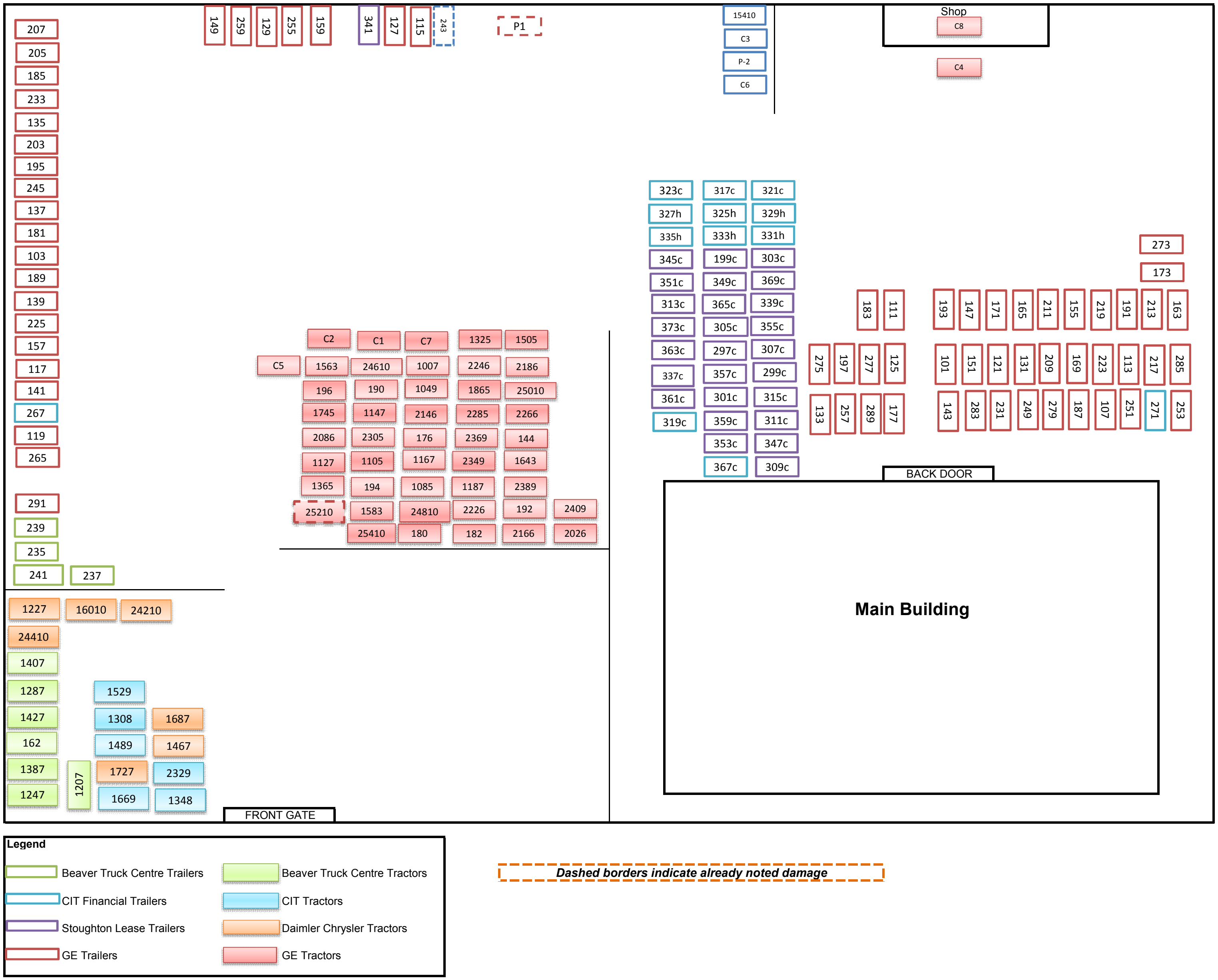
SHAW TRACKING	8,664.32
SIMTAX CONSULTANTS INC.	78.75
SMITH & WALTERS TOWING & REPAIRS	2,482.90
T-CHECK SYSTEMS USD	41,633.98
TERAGO NETWORKS INC.	4,554.65
TMW SYSTEMS INC.	1,172.69
UNI-JET INDUSTRIAL PIPE SERVICES	393.75
VARIOUS EMPLOYEES	Unknown
WASHEX	101.67
WORKERS' COMPENSATION BOARD OF AB	1,463.08
WORK SAFE BC	100.00
WEST END TIRE	23,067.77
WES-T-RANS	387.91
WURTH CANADA LIMITED	889.29
ZEP	178.17

NOTE:
1 USD amounts were translated to CAD at the June 1, 2011 noon spot rate of 1.0294

Appendix B

IN THE MATTER OF THE RECEIVERSHIP OF PARAMOUNT TRUCK LINES LTD.
APPENDIX B

Paramount Truck Lines
Tractors and Trailers Map
6/24/11



Appendix C

TITLE NUMBER....... 2382695 TITLE STATUS....... ACCEPTED
REGISTRATION DATE.. 2009/07/10
COMPLETION DATE.... 2009/07/16 CONSOLIDATION...... NO

LEGAL DESCRIPTION

PARAMOUNT TRUCK LINES LTD.

IS REGISTERED OWNER SUBJECT TO SUCH ENTRIES RECORDED HEREON IN THE FOLLOWING DESCRIBED LAND:

LOT 2 BLOCK 4 PLAN 6464 WLTO
IN OTM LOTS 44 AND 45 PARISH OF ST JOHN

TX: ____
DA: ______________________________

TITLE NUMBER....... 2382695 TITLE STATUS....... ACCEPTED

REGISTRATION DATE.. 2009/07/10

ACTIVE CHARGES

186776 ACCEPTED CAVEAT REG'D: 1962/10/15
FROM/BY: CITY OF WINNIPEG
TO:
CONSIDERATION: NOTES: NLY 5 FT OF WLY 200 FT

2494603 ACCEPTED CAVEAT REG'D: 2000/06/06
DESCRIPTION: EASEMENT
FROM/BY: MTS COMMUNICATIONS INC.
TO:
CONSIDERATION: NOTES: AFF: N1.5 M.P OF W18 M.P.

3799845 ACCEPTED MORTGAGE REG'D: 2009/07/10
FROM/BY: PARAMOUNT TRUCK LINES LTD.
TO: REIMER WORLD PROPERTIES CORP.
CONSIDERATION: $1,000,000.00 NOTES:

TX: _____ ____________ REGISTRATION TO DISPLAY
DA: ________________________________ PF6-TSTC PF8-NEXT PAGE

MORE ACTIVE CHARGES FOLLOW, TO VIEW PRESS THE PF8 KEY **MORE**

TITLE NUMBER....... 2382695 TITLE STATUS....... ACCEPTED
REGISTRATION DATE.. 2009/07/10

ACTIVE CHARGES

4057134 ACCEPTED CAVEAT REG'D: 2011/04/07

DESCRIPTION: SECURITY FOR REPAYMENT OF A LOAN
FROM/BY: SUNRISE EQUIPMENT INC.
TO: DOUGLAS J. FORBES AS AGENT
CONSIDERATION: NOTES:

TX: ____ ____________ REGISTRATION TO DISPLAY
DA: ______________________________ PF6-TSTC PF7-PREV PAGE
*** NO MORE ACTIVE CHARGES FOUND FOR THIS TITLE ***

DATE: 2011/06/27 TITLE SEARCH PASCDEB

TSTC (2 OF 9) TITLE DISPLAY - WINNIPEG PAGE: 01

TITLE NUMBER....... 2382695 TITLE STATUS....... ACCEPTED

REGISTRATION DATE.. 2009/07/10

	REGISTRATION NUMBER	EFFECT ON TITLE	CHARGES AFFECTING INSTRUMENT	INSTRUMENT TYPE	INSTRUMENT STATUS	NOTES
1	186776	ACTIVE		CAV	ACC	NLY 5 FT OF WLY 200 FT
2	1851382	INACTIVE		M	ACC	
3			3816401	APD	ACC	
4	2494603	ACTIVE		CAV	ACC	AFF: N1.5 M.P OF W18 M.P.
5	3799845	ACTIVE		M	ACC	
6	3816401	ACTIVE		APD	ACC	
7	4057134	ACTIVE		CAV	ACC	

TX: ____ ____ ENTRY TO DISPLAY

DA: ______________________ PF6-TSEC

NO MORE CHARGES FOUND FOR THIS TITLE

DATE: 2011/06/27 DAILY RECORD SEARCH PASCDEB

DSIN (1 OF 6) INSTRUMENT DISPLAY - WINNIPEG

REGISTRATION NUMBER... 186776 WPG 1st IN SERIES...... 186776 WPG

REGISTRATION DATE..... 1962/10/15 SERIES OF.......... 1

INSTRUMENT TYPE....... CAVEAT

STATUS................ ACCEPTED

DESCRIPTION...........

FROM/BY............... CITY OF WINNIPEG

TO....................

CONSIDERATION.........

SWORN VALUE/FEE BASIS.

PRESENTED BY FIRM NO..

PRESENTED BY.......... N/A

LOCATION..............

VERIFIED BY........... DATE...

LAST UPDATED BY....... D.DUBELL IN WINNIPEG DATE... 1990/01/31

ACCEPTED BY........... D.DUBELL IN WINNIPEG

COMPLETION DATE....... 1990/01/31

TX: ____

DA: ______________________________ F5-DAILY RECORD

DATE: 2011/06/27 DAILY RECORD SEARCH PASCDEB

DSIN (1 OF 6) INSTRUMENT DISPLAY - WINNIPEG

REGISTRATION NUMBER...	2494603 WPG	1st IN SERIES......	2494603 WPG
REGISTRATION DATE.....	2000/06/06	SERIES OF..........	1
INSTRUMENT TYPE.......	CAVEAT		
STATUS................	ACCEPTED		
DESCRIPTION...........	EASEMENT		
FROM/BY...............	MTS COMMUNICATIONS INC.		
TO....................			
CONSIDERATION.........			
SWORN VALUE/FEE BASIS.			
PRESENTED BY FIRM NO..	265		
PRESENTED BY..........	MTS COMMUNICATIONS, INC.		
LOCATION..............			
VERIFIED BY...........		DATE...	
LAST UPDATED BY.......	R.AYOTTE	DATE...	2000/06/12
ACCEPTED BY...........	B.MCEACHERN		
COMPLETION DATE.......	2000/06/14		

TX: ____

DA: ______________________________ F5-DAILY RECORD

DATE: 2011/06/27   DAILY RECORD SEARCH   PASCDEB

DSIN (1 OF 6)   INSTRUMENT DISPLAY - WINNIPEG

REGISTRATION NUMBER... 3799845 WPG   1st IN SERIES...... 3799844 WPG

REGISTRATION DATE..... 2009/07/10   SERIES OF.......... 2

INSTRUMENT TYPE....... MORTGAGE

STATUS................ ACCEPTED

DESCRIPTION...........

FROM/BY............... PARAMOUNT TRUCK LINES LTD.

TO.................... REIMER WORLD PROPERTIES CORP.

CONSIDERATION......... $1,000,000.00

SWORN VALUE/FEE BASIS.

PRESENTED BY FIRM NO..

PRESENTED BY.......... W.A. REDEKOPP

LOCATION..............

VERIFIED BY........... A.GWIZON   DATE... 2009/07/15

LAST UPDATED BY....... A.GWIZON   DATE... 2009/07/15

ACCEPTED BY........... B.MCEACHERN

COMPLETION DATE....... 2009/07/16

TX: ____

DA: ______________________________ F5-DAILY RECORD

DATE: 2011/06/27 DAILY RECORD SEARCH PASCDEB

DSIN (1 OF 6) INSTRUMENT DISPLAY - WINNIPEG

REGISTRATION NUMBER...	3816401 WPG	1st IN SERIES......	3816401 WPG
REGISTRATION DATE.....	2009/08/14	SERIES OF..........	1
INSTRUMENT TYPE.......	PART DISCHARGE WITH EFFECT OF ALL		
STATUS................	DISCHARGED		
DESCRIPTION...........			
FROM/BY...............	THE BANK OF NOVA SCOTIA		
TO....................			
CONSIDERATION.........			
SWORN VALUE/FEE BASIS.			
PRESENTED BY FIRM NO..			
PRESENTED BY..........	W.A. REDEKOPP		
LOCATION..............			
VERIFIED BY...........	C.DRYDEN	DATE...	2009/08/18
LAST UPDATED BY.......	C.DRYDEN	DATE...	2009/08/18
ACCEPTED BY...........	C.DRYDEN		
COMPLETION DATE.......	2009/08/18		

TX: ____

DA: ________________________________ F5-DAILY RECORD

DATE: 2011/06/27 DAILY RECORD SEARCH PASCDEB
DSIN (1 OF 6) INSTRUMENT DISPLAY - WINNIPEG

REGISTRATION NUMBER... 4057134 WPG 1st IN SERIES...... 4057134 WPG
REGISTRATION DATE..... 2011/04/07 SERIES OF.......... 1
INSTRUMENT TYPE....... CAVEAT
STATUS................ ACCEPTED
DESCRIPTION........... SECURITY FOR REPAYMENT OF A LOAN

FROM/BY............... SUNRISE EQUIPMENT INC.
TO.................... DOUGLAS J. FORBES AS AGENT
CONSIDERATION.........
SWORN VALUE/FEE BASIS.
PRESENTED BY FIRM NO.. 166
PRESENTED BY.......... THOMPSON DORFMAN SWEATMAN
LOCATION..............
VERIFIED BY........... L.CRIERIE DATE... 2011/04/08
LAST UPDATED BY....... L.CRIERIE DATE... 2011/04/08

ACCEPTED BY........... D.WILKEN IN WINNIPEG
COMPLETION DATE....... 2011/04/11

TX: ____
DA: ______________________________ F5-DAILY RECORD

TITLE NUMBER....... 2382691 TITLE STATUS....... ACCEPTED
REGISTRATION DATE.. 2009/07/10
COMPLETION DATE.... 2009/07/16 CONSOLIDATION...... NO

LEGAL DESCRIPTION

PARAMOUNT TRUCK LINES LTD.

IS REGISTERED OWNER SUBJECT TO SUCH ENTRIES RECORDED HEREON IN THE FOLLOWING DESCRIBED LAND:

SP LOT 5 PLAN 27659 WLTO
IN OTM LOTS 44 AND 45 PARISH OF SAINT JOHN
IN OTM LOTS 1 TO 3 PARISH OF KILDONAN AND
CLOSED GOVERNMENT ROAD ALLOWANCE

TX: ____
DA: ______________________________

DATE: 2011/06/27 TITLE SEARCH PASCDEB

TSEC (2 OF 9) TITLE DISPLAY - WINNIPEG PAGE: 01

TITLE NUMBER....... 2382691 TITLE STATUS....... ACCEPTED

REGISTRATION DATE.. 2009/07/10

ACTIVE CHARGES

2636475 ACCEPTED CAVEAT REG'D: 2001/09/07

DESCRIPTION: EASEMENT

FROM/BY: MTS COMMUNICATIONS INC.

TO:

CONSIDERATION: NOTES: AFF: SLY 1.5 METRES PERP

3799845 ACCEPTED MORTGAGE REG'D: 2009/07/10

FROM/BY: PARAMOUNT TRUCK LINES LTD.

TO: REIMER WORLD PROPERTIES CORP.

CONSIDERATION: $1,000,000.00 NOTES:

4057134 ACCEPTED CAVEAT REG'D: 2011/04/07

DESCRIPTION: SECURITY FOR REPAYMENT OF A LOAN

FROM/BY: SUNRISE EQUIPMENT INC.

TO: DOUGLAS J. FORBES AS AGENT

CONSIDERATION: NOTES:

TX: ____ ____________ REGISTRATION TO DISPLAY

DA: ______________________________ PF6-TSTC

*** NO MORE ACTIVE CHARGES FOUND FOR THIS TITLE ***

DATE: 2011/06/27 TITLE SEARCH PASCDEB

TSTC (2 OF 9) TITLE DISPLAY - WINNIPEG PAGE: 01

TITLE NUMBER....... 2382691 TITLE STATUS....... ACCEPTED

REGISTRATION DATE.. 2009/07/10

	REGISTRATION NUMBER	EFFECT ON TITLE	CHARGES AFFECTING INSTRUMENT	INSTRUMENT TYPE	INSTRUMENT STATUS	NOTES
1	1851382	INACTIVE		M	ACC	
2			3816401	APD	ACC	
3	2636475	ACTIVE		CAV	ACC	AFF: SLY 1.5 METRES PERP
4	3799845	ACTIVE		M	ACC	
5	3816401	ACTIVE		APD	ACC	
6	4057134	ACTIVE		CAV	ACC	

TX: ____ ____ ENTRY TO DISPLAY

DA: ______________________________ PF6-TSEC

NO MORE CHARGES FOUND FOR THIS TITLE

DATE: 2011/06/27 DAILY RECORD SEARCH PASCDEB

DSIN (1 OF 6) INSTRUMENT DISPLAY - WINNIPEG

REGISTRATION NUMBER... 2636475 WPG 1st IN SERIES...... 2636475 WPG

REGISTRATION DATE..... 2001/09/07 SERIES OF.......... 1

INSTRUMENT TYPE....... CAVEAT

STATUS................ ACCEPTED

DESCRIPTION........... EASEMENT

FROM/BY............... MTS COMMUNICATIONS INC.

TO....................

CONSIDERATION.........

SWORN VALUE/FEE BASIS.

PRESENTED BY FIRM NO.. 265

PRESENTED BY.......... MTS COMMUNICATIONS, INC.

LOCATION..............

VERIFIED BY........... DATE...

LAST UPDATED BY....... R.GILLETA DATE... 2001/09/19

ACCEPTED BY........... R.GILLETA

COMPLETION DATE....... 2001/09/19

TX: ____

DA: ______________________________ F5-DAILY RECORD

DATE: 2011/06/27	DAILY RECORD SEARCH	PASCDEB

DSIN (1 OF 6) INSTRUMENT DISPLAY - WINNIPEG

REGISTRATION NUMBER...	3799845 WPG	1st IN SERIES......	3799844 WPG
REGISTRATION DATE.....	2009/07/10	SERIES OF..........	2
INSTRUMENT TYPE.......	MORTGAGE		
STATUS................	ACCEPTED		
DESCRIPTION...........			
FROM/BY...............	PARAMOUNT TRUCK LINES LTD.		
TO....................	REIMER WORLD PROPERTIES CORP.		
CONSIDERATION.........	$1,000,000.00		
SWORN VALUE/FEE BASIS.			
PRESENTED BY FIRM NO..			
PRESENTED BY..........	W.A. REDEKOPP		
LOCATION..............			
VERIFIED BY...........	A.GWIZON	DATE...	2009/07/15
LAST UPDATED BY.......	A.GWIZON	DATE...	2009/07/15
ACCEPTED BY...........	B.MCEACHERN		
COMPLETION DATE.......	2009/07/16		

TX: ____

DA: ______________________________ F5-DAILY RECORD

DATE: 2011/06/27 DAILY RECORD SEARCH PASCDEB

DSIN (1 OF 6) INSTRUMENT DISPLAY - WINNIPEG

REGISTRATION NUMBER... 3816401 WPG 1st IN SERIES...... 3816401 WPG

REGISTRATION DATE..... 2009/08/14 SERIES OF.......... 1

INSTRUMENT TYPE....... PART DISCHARGE WITH EFFECT OF ALL

STATUS................ DISCHARGED

DESCRIPTION...........

FROM/BY............... THE BANK OF NOVA SCOTIA

TO....................

CONSIDERATION.........

SWORN VALUE/FEE BASIS.

PRESENTED BY FIRM NO..

PRESENTED BY.......... W.A. REDEKOPP

LOCATION..............

VERIFIED BY........... C.DRYDEN DATE... 2009/08/18

LAST UPDATED BY....... C.DRYDEN DATE... 2009/08/18

ACCEPTED BY........... C.DRYDEN

COMPLETION DATE....... 2009/08/18

TX: ____

DA: ______________________________ F5-DAILY RECORD

DATE: 2011/06/27 DAILY RECORD SEARCH PASCDEB

DSIN (1 OF 6) INSTRUMENT DISPLAY - WINNIPEG

REGISTRATION NUMBER... 4057134 WPG 1st IN SERIES...... 4057134 WPG

REGISTRATION DATE..... 2011/04/07 SERIES OF.......... 1

INSTRUMENT TYPE....... CAVEAT

STATUS................ ACCEPTED

DESCRIPTION........... SECURITY FOR REPAYMENT OF A LOAN

FROM/BY............... SUNRISE EQUIPMENT INC.

TO.................... DOUGLAS J. FORBES AS AGENT

CONSIDERATION.........

SWORN VALUE/FEE BASIS.

PRESENTED BY FIRM NO.. 166

PRESENTED BY.......... THOMPSON DORFMAN SWEATMAN

LOCATION..............

VERIFIED BY........... L.CRIERIE DATE... 2011/04/08

LAST UPDATED BY....... L.CRIERIE DATE... 2011/04/08

ACCEPTED BY........... D.WILKEN IN WINNIPEG

COMPLETION DATE....... 2011/04/11

TX: _____

DA: ______________________________ F5-DAILY RECORD

Appendix D

PITBLADO LLP
BARRISTERS & SOLICITORS

2500 - 360 Main Street
Winnipeg, Manitoba
Canada R3C 4H6

Tel. (204) 956 0560
Fax (204) 957 0227
E-mail firm@pitblado.com

Reply to:
Catherine E. Howden
Direct (204) 956 3532
howden@pitblado.com

File No. 3992/6

VIA EMAIL

June 27, 2011

Thompson Dorfman Sweatman LLP
2200 - 201 Portage Avenue
Winnipeg, MB R3B 3L3

Attention: Douglas J. Forbes

Dear Sir:

Re: Paramount Truck Lines Ltd.

Further to my letter of June 8, 2011, we have not received the requested accounting. We require that your client comply with that request forthwith.

With respect to certain items removed from the shop by your client, you indicated that your client had paid for those items out of his own funds (specifically the windshield washer fluid) and therefore was entitled to retain the items. We enclose herewith details respecting items paid for by John Loewen. Reimbursement was made by Paramount Truck Lines Ltd. to Mary Loewen on May 26, 2011 in the sum of $8,335.75. We require that your client immediately return the removed items to the premises, or alternatively, we will be seeking financial compensation for those items.

Finally, we understand that your client attended at the Paramount premises last week. Please confirm that your client will cease and desist attending at the premises of Paramount Truck Lines Ltd. Without such confirmation, further costs will be incurred to ensure the security of the property on the premises.

We look forward to hearing from you respecting the matters raised in our letter of June 8, 2011 as soon as possible. If we do not receive by Monday, July 4, 2011 the requested accounting, repayment of funds directed from Paramount Truck Lines Ltd. to your client (as demanded in Michelle Grant's email of June 2, 2011), and return of the items removed from the premises (or financial compensation in lieu thereof), we may be instructed to take legal action without further notice. In addition, if your client does not cease in attending at the premises, we will be seeking reimbursement for costs incurred to maintain security of the premises.

Yours truly,

PITBLADO LLP

per:

Catherine E. Howden

CEH/cd
Encl.
c.c. Joe Healey, Ernst & Young Inc.

Cheque Register

Bank	Cheque Number	Cheque Date	Payee	Name	Cheque Amount
00-1040-000		BANK CDN - RBC CHEQUING ACCT			
	112687	5/26/2011	MISWINMB	MARY LOEWEN	$8,335.75
00-2240-000		GST PAYABLE		CUSTOMS - GST ON DECLA ;OOD	$50.28
00-2240-000		GST PAYABLE		GST ON PURCHASES	$233.34
00-6000-000		REPAIRS - TRUCKS		ALL AROUND TRK & TRL INV# 2135	$2,246.80
00-6020-000		TIRES		OK TIRE INV# 119545	$2,040.00
00-6030-000		SHOP SUPPLIES		BEAVER INV# 1395205	$15.26
00-6030-000		SHOP SUPPLIES		FGI - INV# F1783601	$59.50
00-6030-000		SHOP SUPPLIES		CTS INV# 3211020030	$93.60
00-6030-000		SHOP SUPPLIES		CTS INV# 3210970037	$51.53
00-6030-000		SHOP SUPPLIES		BEAVER INV# 1394358	$522.11
00-6030-000		SHOP SUPPLIES		MENARDS - W/W FLUID	$480.38
00-6030-000		SHOP SUPPLIES		SAETZ MFG - CHEMICAL (TIRE CHANG	$550.00
00-6030-000		SHOP SUPPLIES		BEAVER CR INV# 1398733	($15.30)
00-6030-000		SHOP SUPPLIES		BEAVER INV# 1398650	$351.93
00-6030-000		SHOP SUPPLIES		BEAVER CR INV# 1398719	($196.46)
00-6030-000		SHOP SUPPLIES		OAK POINT OIL INV# 228455	$200.06
00-6030-000		SHOP SUPPLIES		OAK POINT OIL INV# 228490	$1,652.72
				Bank Total:	$8,335.75

Miscellaneous Payment Information

Reference	Amount
BEAVER INV# 1395205	15.26
ALL AROUND TRK & TRL INV# 2135	2,246.80
FGI - INV# F1783601	59.50
OK TIRE INV# 119545	2,040.00
CTS INV# 3211020030	93.60
CTS INV# 3210970037	51.53
BEAVER INV# 1394358	522.11
MENARDS - W/W FLUID	480.38
SAETZ MFG - CHEMICAL (TIRE CHANGES)	550.00
CUSTOMS - GST ON DECLARED GOODS	50.28
BEAVER CR INV# 1398733	-15.30
BEAVER INV# 1398650	351.93

Thursday, May 26, 2011 $8,335.75

PARAMOUNT TRUCK LINES LTD.

112687

Miscellaneous Payment Information

Reference	Amount
BEAVER INV# 1395205	15.26
ALL AROUND TRK & TRL INV# 2135	2,246.80
FGI - INV# F1783601	59.50
OK TIRE INV# 119545	2,040.00
CTS INV# 3211020030	93.60
CTS INV# 3210970037	51.53
BEAVER INV# 1394358	522.11
MENARDS - W/W FLUID	480.38
SAETZ MFG - CHEMICAL (TIRE CHANGES)	550.00
CUSTOMS - GST ON DECLARED GOODS	50.28
BEAVER CR INV# 1398733	-15.30
BEAVER INV# 1398650	351.93

Thursday, May 26, 2011 $8,335.75

BEAVER TRUCK CENTRE -
33 OAK POINT HWY R2R0T8
WINNIPEG MB
21936625

**** PURCHASE ****

04-27-2011 15:43:11
Acct # ************9357 M
Exp Date **/** Card Type MC
Name:

Trace # 700002
FS2193662501
Inv. # 215 CVD Resp
Auth # 09678Z RRN 001169002

Total $1,729.95

Retain this copy for your records
Customer copy

oakpoint oil

33-A Oak Point Hwy., Winnipeg, MB R2R 0T8
Phone (204) 694-9100 • Fax (204) 775-0475

INVOICE DATE	
04/27/2011 03:36PM	
INVOICE NO.	PAGE
228490	1
CUSTOMER NO.	BRANCH
00100	

:OD

SHIP TO: PARAMOUNT TRUCK
WINNIPEG MB

REFERENCE NO.			
816814	ML	000/00	000

		PRICE/PER	EXTENSION
	* * * C. O. D. SALE * * *		
	PICKED UP BY CUSTOMER		
57-983	RPM SYN G/L 75W90 DRUM EXC	1484.20EA*	1484.20
57-983-C1	DRUM CORE 72.50 CHG	50.00EA*	50.00
	ENVIROMENTAL LEVY		10.40

*** SUB-TOTAL:	1544.60
*** PST/PST TAX -PROVINCE:MB	108.12
*** GST - 89880 2939	77.23

RNABLE DRUMS MUST BE COMPLETELY EMPTY, WITH
& VENT PLUGS,LABEL IN PLACE,NO DENTS,NO RUST

* * C. O. D. SALE * *

FREIGHT	SUBTOTAL	TAX STATUS/STATE	SALES TAX	PLEASE PAY
	1544.60			1729.95

* C. O. D. *

BEAVER ~~TRUCK CENTRE~~ -
33 OAK POINT HWY R2R0T8
WINNIPEG MB
21936625

†††† PURCHASE ††††

04-25-2011 16:42:18
Acct # ************9357 C
Exp Date **/** Card Type MC
Name: JOHAN LOEWEN
A0000000041010 MasterCard

Trace # 680001
FS2193662501
Inv. # 212
Auth # 06870Z RRN 001167001

Total $210.06

(00) APPROVED-THANK YOU

Retain this copy for your records
Customer copy

oakpoint oil

33-A Oak Point Hwy., Winnipeg, MB R2R 0T8
Phone (204) 694-9100 • Fax (204) 775-0475

INVOICE DATE	
04/25/2011 04:40PM	
INVOICE NO. 228455	PAGE 1
CUSTOMER NO. 00100	BRANCH

COD

SHIP TO: PARAMOUNT TRUCK
WINNIPEG MB R2R 0T8

REFERENCE NO.				
816783			ML 000/00 000	
			PRICE/PER	EXTENSION
	* * * C. O. D. SALE * * *		7016	
	PICKED UP BY CUSTOMER			
3011-451	ULTRA DUTY GRS EP#2 P 111.00		99.90	99.90
8011-642	ULTRA DUTY GRS EP#2 4 111.29		100.16EA*	100.16
	*** SUB-TOTAL:		319	200.06
	*** PST/PST EXEM -PROVINCE:MB			N/C
	*** GST - 89880 2939			10.00

TURNABLE DRUMS MUST BE COMPLETELY EMPTY, WITH
..NG & VENT PLUGS,LABEL IN PLACE,NO DENTS,NO RUST

* * C. O. D. SALE * *

FREIGHT	SUBTOTAL	TAX STATUS/STATE	SALES TAX	PLEASE PAY
	200.06			210.06

* C. O. D. *

33 OAK POINT HWY.
WINNIPEG, MB, R2R 0T8
PH: 204-632-9100 FAX: 204-632-9103
Parts Direct: 204-632-9101
Web Site: www.beavertrucks.com

BEAVER TRUCK CENTRE

INVOICE DATE	
05/04/2011 10:35AM	
INVOICE NO. 1398719	PAGE 1
CUSTOMER NO. 60578	BRANCH

SOLD TO:
PARAMOUNT TRUCK LINES
1200 FIFE STREET
WINNIPEG MB R2X 2N6

SHIP TO:
PARAMOUNT TRUCK LINES
########################
C.O.D. ACCOUNT
################ MB ###

CUSTOMER P.O.	REFERENCE NO.			
	847411	(204) 694-2812	JU	702/00 000

* * * C A S H S A L E * * *
PICKED UP BY CUSTOMER

				PRICE/PER	EXTENSION
1- VC	85124530	HOSE KIT	56C2	34.84EA	34.84CR
1- VC	20504408	CLAMP	56D6	36.30EA	36.30CR
1- VC	21412085	TUBE	18A6	125.32EA	125.32CR
		RE INV 398650			

PAID WITH CREDIT CARD

*** SUB-TOTAL:	196.46CR
*** PST/PST EXEM -PROVINCE:MB	N/C
*** GST - 89880 2939	9.82CR

NORTH AMERICAN VISTA TECH CHAMPIONS ****
ATULATIONS TO CHRIS DUNN, DAN, AND DENNIS

BEAVER TRUCK CENTRE -
33 OAK POINT HIGHW R2R0T8
WINNIPEG MB
21936641

**** REFUND ****

05-04-2011 10:37:46
Acct # ************9291 S
Exp Date **/** Card Type MC
Name: JOHN LOEWEN

Trace # 440007
FS2193664101
Inv. # 4891
Auth # 642530 RRN 001242007

Refund $206.28
Total $206.28
REFUND

Retain this copy for your records
Customer copy

Credit on
M/c 9291

* * * C A S H S A L E * * *

WEIGHT	SUBTOTAL	TAX STATUS/STATE	SALES TAX	PLEASE PAY
	196.46CR			206.28CR

X

TERMS: NET 30 DAYS. 1 1/2% PER MONTH CHARGED ON OVERDUE ACCOUNTS
20% RESTOCKING CHARGE ON ALL PARTS RETURNS - ELECTRONIC PARTS ARE NON RETURNABLE - ALL RETURNS MUST BE NEW AND UNUSED AND IN ORIGINAL PACKAGING - ORIGINAL INVOICE NUMBER MUST ACCOMPANY ALL RETURNS.

TERMS
CASH SALE
CREDIT MEMO

33 OAK POINT HWY.
WINNIPEG, MB, R2R 0T8
PH: 204-632-9100 FAX: 204-632-9103
Parts Direct: 204-632-9101
Web Site: www.beavertrucks.com

BEAVER TRUCK CENTRE

INVOICE DATE	
05/03/2011 07:32PM	
INVOICE NO.	PAGE
1398650	1
CUSTOMER NO.	BRANCH
60578	

SOLD TO:
PARAMOUNT TRUCK LINES
1200 FIFE STREET
WINNIPEG MB R2X 2N6

SHIP TO:
PARAMOUNT TRUCK LINES
########################
C.O.D.   ACCOUNT
################ MB ###

CUSTOMER P.O.	REFERENCE NO.			
SER 262500	847352	(204) 694-2812	RV	702/00 000

* * * C A S H   S A L E * * *
PICKED UP BY CUSTOMER

						PRICE/PER	EXTENSION
1	VC	21412089	TUBE	18A6	198.22	140.17EA	140.17
1	VC	85124530	HOSE KIT	56C2	49.27	34.84EA	34.84
2	VC	967343	O-RING	CAB6-1	10.82	7.65EA	15.30
1	VC	20504408	CLAMP	56D6	51.32	36.30EA	36.30
1	VC	21412085	TUBE	18A6	177.22	125.32EA	125.32

PAID WITH CREDIT CARD

*** SUB-TOTAL: 351.93
*** PST/PST EXEM -PROVINCE:MB N/C
*** GST - 89880 2939 17.60

**** NORTH AMERICAN VISTA TECH CHAMPIONS ****
CONGRATULATIONS TO CHRIS DUNN, DAN, AND DENNIS

Paid w/John's
MC 9291

BEAVER TRUCK CENTRE -
33 OAKPOINT HIGHWA R2R0T8
WINNIPEGA MB
21938633
†††† PURCHASE ††††
05-03-2011 19:33:51
Acct # ************9291 S
Exp Date **/** Card Type MC
Name: JOHN LOEWEN

Trace # 880006
FS2193863301
Inv. # 1199
Auth # 500498 RRN 001286006

Total $369.53

Retain this copy for your records
Customer copy

* * * C A S H   S A L E * * *

FREIGHT	SUBTOTAL	TAX STATUS/STATE	SALES TAX	PLEASE PAY
	351.93			369.53

RECEIVED BY (SIGNATURE)
X

TERMS: NET 30 DAYS. 1 1/2% PER MONTH CHARGED ON OVERDUE ACCOUNTS
20% RESTOCKING CHARGE ON ALL PARTS RETURNS - ELECTRONIC PARTS ARE NON RETURNABLE - ALL RETURNS MUST BE NEW AND UNUSED AND IN ORIGINAL PACKAGING - ORIGINAL INVOICE NUMBER MUST ACCOMPANY ALL RETURNS.

TERMS
CASH SALE

33 OAK POINT HWY.
WINNIPEG, MB, R2R 0T8
PH: 204-632-9100 FAX: 204-632-9103
Parts Direct: 204-632-9101
Web Site: www.beavertrucks.com

BEAVER TRUCK CENTRE

INVOICE DATE	
05/04/2011 11:22AM	
INVOICE NO. 1398733	PAGE 1
CUSTOMER NO. 60578	BRANCH

SOLD TO: PARAMOUNT TRUCK LINES
1200 FIFE STREET
WINNIPEG MB R2X 2N6

SHIP TO: PARAMOUNT TRUCK LINES
########################
C.O.D. ACCOUNT
################ MB ###

CUSTOMER P.O.	REFERENCE NO.			
CREDIT	847424	(204) 694-2812	MK	702/00 000

			PRICE/PER	EXTENSION
	* * * C A S H S A L E * * *			
	PICKED UP BY CUSTOMER			
2- VC 967343	O-RING	CAB6-1	7.65EA	15.30CR
	RE INV.398650			

PAID WITH CREDIT CARD

*** SUB-TOTAL:	15.30CR
*** PST/PST EXEM -PROVINCE:MB	N/C
*** GST - 89880 2939	0.77CR

**** NORTH AMERICAN VISTA TECH CHAMPIONS ****
CONGRATULATIONS TO CHRIS DUNN, DAN, AND DENNIS

BEAVER TRUCK CENTRE -
33 OAK POINT HIGHW R2R0T8
WINNIPEG MB
21936641

†††† REFUND ††††

05-04-2011 11:24:00
Acct # ************9291 S
Exp Date **/** Card Type MC
Name: JOHN LOEWEN

Trace # 440008
FS2193664101
Inv. # 4892
Auth # 744661 RRN 001242008

Refund $16.07
Total $16.07
REFUND

Retain this copy for your records
Customer copy

CREDIT

M/CARD CREDIT MK

* * * C A S H S A L E * * *

SUBTOTAL	TAX STATUS/STATE	SALES TAX	PLEASE PAY
15.30CR			16.07CR

RECEIVED BY (SIGNATURE)
X

TERMS: NET 30 DAYS. 1 1/2% PER MONTH CHARGED ON OVERDUE ACCOUNTS 20% RESTOCKING CHARGE ON ALL PARTS RETURNS - ELECTRONIC PARTS ARE NON RETURNABLE - ALL RETURNS MUST BE NEW AND UNUSED AND IN ORIGINAL PACKAGING - ORIGINAL INVOICE NUMBER MUST ACCOMPANY ALL RETURNS.

TERMS
CASH SALE
CREDIT MEMO

Canada Border Services Agency | Agence des services frontaliers du Canada

PROTECTED/PROTÉGÉ

Date : 2011/03/30

Time/Heure: 23:17

Acct. Per./Pér. compt.: 0007119

K21 DOCUMENT

DOCUMENT K21

Office Name/Nom de bureau: EMERSON,WEST LYNNE

Address/Adresse : EMERSON,MB,R0A 0L0

Importer Name/Nom de l'importateur:
Paramount Truck Lines Ltd

Reference No./No. de référence:
00000667744229

Document No./No. de document:
GR000091437C

Business Number/Numéro d'entreprise:
121278311RM0001

Document Type/Genre de document:
Commercial/Commercial

Associated Doc. No./No.de doc. associé:

Comments/Commentaires:

Seizure Payment?/Paiment saisie?:
No/Non

Description	Revenue Code/ Code de recette	Amount/ Montant
GST on Goods / TPS sur marchandises	49121	$50.28
Grand Total		$50.28

Money Tendered/Argent présenté:	
Cash - CAN	
Espèces - CAN :	$0.00
Cash - U.S.	
Comptant - É.-U.:	$0.00
Exchange Rate	
Taux d'échange :	0.000000
VISA - POS / SDD:	$50.28
TOTAL :	$50.28
Change Due	
Monnaie :	$0.00

CBSA/ASFC EMER[redacted]EST L
CDA COMM HWY [redacted]D 29
EMERSON,MB [redacted]
204-373[redacted]
[redacted]D: 500
VISA ID: 17322731[redacted]
SALE
XXXXXXXXXXXX36[redacted]
VISA [redacted] SWIPED
03/30/11 [redacted]8:11
INV #: 000017 [redacted] 046243
[redacted] 000134
017
CUST REF #: 91437
AMOUNT [redacted]0.28
CARDHOLDE[redacted]
APPRO[redacted]

Border Service Officer/Agent de l'ASFC: 5

R327 (12/11)(05)

Canada Border Services Agency / Agence des services frontaliers du Canada

CANADA CUSTOMS CODING FORM
DOUANES CANADA - FORMULE DE CODAGE

PROTECTED / PROTÉGÉ **B** when completed / une fois rempli

0000014

1 IMPORTER NAME AND ADDRESS / NOM ET ADRESSE DE L'IMPORTATEUR	PARAMOUNT TRUCK LINES 121278311RM0001
NO. - Nº	
2. TRANSACTION NO. - Nº DE TRANSACTION	00000-667744229
3 TYPE	C
4 OFFICE NO / Nº DE BUREAU	502
5 GST REGISTRATION NO. / Nº DE TPS	
6 PAYMENT CODE / CODE DE PAIEMENT	
7 MODE OF TRANS. / MODE DE TRANS.	2
8 PORT OF UNLADING / PORT DE DÉBARQ.	
9 TOTAL VFD - TOTAL DE LA VD	$1,006
10 SUB HDR NO. / Nº DE SOUS-EN-TÊTE	1
11 VENDOR NAME - NOM DU VENDEUR	MENARDS UND 58201
NO. - Nº	
12 COUNTRY OF ORIGIN / PAYS D'ORIGINE	UND
13 PLACE OF EXPORT / LIEU D'EXPORTATION	UND
14 TARIFF TREATMENT / TRAITEMENT TARIFAIRE	10
15 U.S. PORT OF EXIT / BUREAU DE SORTIE DES É-U.	3401
16 DIRECT SHIPMENT DATE / DATE D'EXPÉDITION DIRECTE	03 30
17 CRCY. CODE / CODE DEVISE	USD
18 TIME LIMIT - DÉLAI	
19 FREIGHT - FRET	$0
20 RELEASE DATE - DATE DE LA MAINLEVÉE	2011/03/30

CD000007342

Exchange rate/Taux d'échange 0.976100 (USD)

CANADA CUSTOMS / DOUANES 244 MAR 30 2011 EMERSON 502

1	Soap - Organic suface-active products for washing the skin,	0							
3401.30.00.00		360.000	KGM	13		0.00000	0.000	5.0	$480.38
$468.90	$0.00	$0.00	$0.00	$468.90	$23.45				

DECLARATION - DÉCLARATION

I / JE Jeremy Loewen
PLEASE PRINT NAME - LETTRES MOULÉES S.V.P.

OF / DE Paramount Truck Lines
IMPORTER / AGENT - IMPORTATEUR / AGENT

DECLARE THE PARTICULARS OF THIS DOCUMENT TO BE TRUE, ACCURATE AND COMPLETE.
DÉCLARE QUE LES RENSEIGNEMENTS CI-DESSUS SONT VRAIS ET COMPLETS

3-30-11
DATE

SIGNATURE

43 DEPOSIT - DÉPÔT

44 WAREHOUSE NO. - Nº D'ENTREPÔT

45 CARGO CONTROL NO. - Nº DE CONTRÔLE DU FRET

46 CARRIER CODE AT IMPORTATION / CODE DE TRANSPORTEUR À L'IMPORTATION

47 CUSTOMS DUTIES / DROITS DE DOUANE	
48 SIMA ASSESSMENT / COTISATION DE LMSI	
49 EXCISE TAX / TAXE D'ACCISE	
50 GST / TPS	
51 TOTAL	

B3 (09)

Canada

Canada Border Services Agency | Agence des services frontaliers du Canada

CANADA CUSTOMS CODING FORM
DOUANES CANADA - FORMULE DE CODAGE

PROTECTED / PROTÉGÉ **B** when completed / une fois rempli

0000014

1 IMPORTER NAME AND ADDRESS / NOM ET ADRESSE DE L'IMPORTATEUR	PARAMOUNT TRUCK LINES 121278311RM0001
NO. - N°	
2. TRANSACTION NO. - N° DE TRANSACTION	
3 TYPE	C
4 OFFICE NO / N° DE BUREAU	502
5 GST REGISTRATION NO. / N° DE TPS	
6 PAYMENT CODE / CODE DE PAIEMENT	
7 MODE OF TRANS / MODE DE TRANS	2
8 PORT OF UNLADING / PORT DE DÉBARQ.	
9 TOTAL VFD - TOTAL DE LA VD	
10 SUB HDR NO. / N° DE SOUS-EN-TÊTE	2
11 VENDOR NAME - NOM DU VENDEUR	SAETZ MANUFACTURING UKS 66071
12 COUNTRY OF ORIGIN / PAYS D'ORIGINE	UKS
13 PLACE OF EXPORT / LIEU D'EXPORTATION	UND
14 TARIFF TREATMENT / TRAITEMENT TARIFAIRE	10
15 U.S. PORT OF EXIT / BUREAU DE SORTIE DES E-U	340
16 DIRECT SHIPMENT DATE / DATE D'EXPÉDITION DIRECTE	03 29
17 CRCY. CODE / CODE DEVISE	USD
18 TIME LIMIT - DÉLAI	
19 FREIGHT - FRET	$0
20 RELEASE DATE - DATE DE LA MAINLEVÉE	2011/03/30

CD000007342

Exchange rate/Taux d'échange 0.975800 (USD)

Canada Customs Douanes 244 MAR 30 2011 EMERSON 502

2	Adhesives - based on rubber, NES									
3506.91.90.90		11.000	KGM	13		0.00000	0.000	5.0		$550.00
$536.69	$0.00	$0.00	$0.00	$536.69	$26.83					

DECLARATION - DÉCLARATION

I / JE Jeremy Loewen
PLEASE PRINT NAME - LETTRES MOULÉES S.V.P.

OF / DE Paramount Truck Lines
IMPORTER / AGENT - IMPORTATEUR / AGENT

DECLARE THE PARTICULARS OF THIS DOCUMENT TO BE TRUE, ACCURATE AND COMPLETE.
DÉCLARE QUE LES RENSEIGNEMENTS CI-DESSUS SONT VRAIS ET COMPLETS.

3-30-11 — DATE | [signature] — SIGNATURE

43 DEPOSIT - DÉPÔT

44 WAREHOUSE NO. - N° D'ENTREPÔT

45 CARGO CONTROL NO. - N° DE CONTRÔLE DU FRET

46 CARRIER CODE AT IMPORTATION / CODE DE TRANSPORTEUR À L'IMPORTATION

47 CUSTOMS DUTIES / DROITS DE DOUANE	$0.00
48 SIMA ASSESSMENT / COTISATION DE LMSI	$0.00
49 EXCISE TAX / TAXE D'ACCISE	$0.00
50 GST / TPS	$50.28
51 TOTAL	$50.28

B3 (09)

Canada

Canada Border Services Agency / Agence des services frontaliers du Canada

CANADA CUSTOMS INVOICE
FACTURE DES DOUANES CANADIENNES

PROTECTED WHEN COMPLETED - B
PROTÉGÉ UNE FOIS REMPLI

Page of / de

1. Vendor (name and address) - Vendeur (nom et adresse)
SAETZ MANUFACTURING LLC.
P.O. BOX 670
OLATHE, KS 66051-0670

2. Date of direct shipment to Canada - Date d'expédition directe vers le Canada
2011/03/29 yyyy/mm/dd

3. Other references (include purchaser's order No.)
Autres références (inclure le n° de commande de l'acheteur)
VERBAL JOHN

4. Consignee (name and address) - Destinataire (nom et adresse)
Paramount Truck Lines LTD.
1200 Fife Street.
Winnipeg, MB R2X 2N6

5. Purchaser's name and address (if other than consignee)
Nom et adresse de l'acheteur (s'il diffère du destinataire)
Paramount Truck Lines LTD.
P.O. Box 54091
Hurst, TX 76054

6. Country of transhipment - Pays de transbordement

7. Country of origin of goods
Pays d'origine des marchandises US

IF SHIPMENT INCLUDES GOODS OF DIFFERENT ORIGINS ENTER ORIGINS AGAINST ITEMS IN 12.
SI L'EXPÉDITION COMPREND DES MARCHANDISES D'ORIGINES DIFFÉRENTES, PRÉCISEZ LEUR PROVENANCE EN 12.

8. Transportation: Give mode and place of direct shipment to Canada
Transport : Précisez mode et point d'expédition directe vers le Canada
Customer

9. Conditions of sale and terms of payment
(i.e. sale, consignment shipment, leased goods, etc.)
Conditions de vente et modalités de paiement
(p. ex. vente, expédition en consignation, location de marchandises, etc.)
F.O.B. PAOLA KANSAS

10. Currency of settlement - Devises du paiement
2% 10th PROX

11. Number of packages / Nombre de colis	12. Specification of commodities (kind of packages, marks and numbers, general description and characteristics, i.e., grade, quality) / Désignation des articles (nature des colis, marques et numéros, description générale et caractéristiques, p. ex. classe, qualité)	13. Quantity (state unit) / Quantité (précisez l'unité)	14. Unit price / Prix unitaire	15. Total
10	TR-10 CHEMICAL TRUE RIDE	10	50.00	500.00
1	CS-85 CHEMICAL BEAD BOSS	1	50.00	50.00

Selling price - Prix de vente

18. If any of fields 1 to 17 are included on an attached commercial invoice, check this box ☐
Si tout renseignement relativement aux zones 1 à 17 figure sur une ou des factures commerciales ci-attachées, cochez cette case
Commercial Invoice No. - N° de la facture commerciale ▶ 3151

16. Total weight - Poids total
Net:
Gross - Brut: 500 LB

17. Invoice total / Total de la facture
$ 550.00 USD

19. Exporter's name and address (if other than vendor)
Nom et adresse de l'exportateur (s'il diffère du vendeur)

20. Originator (name and address) - Expéditeur d'origine (nom et adresse)
SAETZ MANUFACTURING LLC.
P.O. BOX 670
OLATHE, KS 66051-0670

21. Agency ruling (if applicable) - Décision de l'Agence (s'il y a lieu)

22. If fields 23 to 25 are not applicable, check this box ☐
Si les zones 23 à 25 sont sans objet, cochez cette case

23. If included in field 17 indicate amount:
Si compris dans le total à la zone 17, précisez :
(i) Transportation charges, expenses and insurance from the place of direct shipment to Canada
Les frais de transport, dépenses et assurances à partir du point d'expédition directe vers le Canada
(ii) Costs for construction, erection and assembly incurred after importation into Canada
Les coûts de construction, d'érection et d'assemblage après importation au Canada
(iii) Export packing
Le coût de l'emballage d'exportation

24. If not included in field 17 indicate amount:
Si non compris dans le total à la zone 17, précisez :
(i) Transportation charges, expenses and insurance to the place of direct shipment to Canada
Les frais de transport, dépenses et assurances jusqu'au point d'expédition directe vers le Canada
(ii) Amounts for commissions other than buying commissions
Les commissions autres que celles versées pour l'achat
(iii) Export packing
Le coût de l'emballage d'exportation

25. Check (if applicable):
Cochez (s'il y a lieu) :
(i) Royalty payments or subsequent proceeds are paid or payable by the purchaser
Des redevances ou produits ont été ou seront versés par l'acheteur ☐
(ii) The purchaser has supplied goods or services for use in the production of these goods
L'acheteur a fourni des marchandises ou des services pour la production de ces marchandises ☐

Dans ce formulaire, toutes les expressions désignant des personnes visent à la fois les hommes et les femmes.

CI1 (07) BSF189

MENARDS® **PICKING LIST - GUEST COPY**

STORE # 3041 GRAN PHONE: (701) 775-6204
3550 32ND AVENUE SOUTH FAX: (701) 772-6771
GRAND FORKS, ND 58201

CASHIER - PRESS RECALL TRANS AND SCAN BARCODE ==>

GRAN 83788

CASHIER:

PLEASE STAPLE

RECEIPT HERE.

PAGE 1 OF 1

SOLD BY: VONNIE S.
DATE: 03/30/11

GUEST NAME - ADDRESS - PHONE

Paramount
1200 Fife St
WINNIPEG, MB R2X 2N6

Ph: (701) 317-1285

QUANTITY	DESCRIPTION		SKU NUMBER	UNIT PRICE	EXTENDED PRICE
360 EACH	WINDSHIELD WASH	ZECO92006	261-2797	1.25	450.00
	Price override from $1.59 to $1.25 approved by: Chris Nero				
	REASON: GUEST SERVICE				

TO AVOID PRODUCT NOT BEING AVAILABLE ON A LATER DATE PLEASE PICK UP ALL MERCHANDISE TODAY. THANK YOU.

This is a quote valid today. Upon payment this quote becomes a yard picking list subject to the terms and conditions below. Quantities listed above may exceed quantities available for immediate pick-up. Product is not held for a specific guest, but instead is available to the buying public on a first come, first serve basis. Please pickup all purchases made on this picking list immediately. Failure to pick up products on this picking list today will result in additional charge to you if, on the day of pick up, the retail price of the products are higher than on the day purchased. Menards liability to you is limited to refunding your original purchase price for any product not picked up.

Guest Instructions:

1. **Take this picking list to a cashier to pay for the merchandise.**
2. **Enter the outside yard to pick up your merchandise. (All vehicles are subject to inspection.)**
3. **Load your merchandise. (Menards Team Members will gladly help you load your materials but cannot be held liable for damage to your vehicle.)**
4. **When exiting the yard, present this list to the Gate Guard. (The Gate Guard will record the items you are taking with you.)**
5. **Sign the Gate Guard's signature pad verifying you've received the merchandise.**

PRE-TAX TOTAL: 450.00

Our insurance does not allow us to tie down or secure your load, trunk lid, etc. For your convenience, we supply twine, but you will have to decide whether or not your load is secure and if the twine supplied is strong enough. If you do not believe the twine will suffice, stronger material can be purchased inside the store.

THIS IS NOT A RECEIPT

GATE GUARD - SCAN HERE ==>

Use Your BIG CARD 2% REBATE

MENARDS®

MENARDS - GRAND FORK
3550 32ND AVENUE SOUT
GRAND FORKS, ND 58201

KEEP YOUR RECEIPT
RETURN POLICY VARIES BY PRODUCT TYPE

Unless noted below allowable returns for
items on this receipt will be in the form
of an in store credit voucher if the
return is done after 06/28/11

ansaction

Cust name

ORDER 8	
WINDSHIE	
2612797	450.00
Price over to $1.25 approve.	
d by: Chris	
REASON: GUEST	
ORDER SUBTOTAL	450.00
END OF ORDER	
TOTAL	450.00
TAX AT 6.75%	30.38
TOTAL SALE	480.38
C 9357	480.38
4561Z	

5446-1220 79339357 2422091

DO NOT CIRCLE EXPIRATION DATE — USE BOX BELOW

PRESS FIRMLY — USE BALL POINT PEN

EXPIRATION DATE CHECKED

QUAN.	CLASS	DESCRIPTION	PRICE	AMOUNT
30		Windshield Wash	1.25	450.00

Master Card
10/14

DATE 5/30/11	AUTHORIZATION
REFERENCE NO.	REG/DEPT.
FOLIO/CHECK NO.	SERVER
CLERK	
SUB TOTAL	450.00
TAX	30.38
TIPS / MISC.	
TOTAL	480.38

SALES SLIP

PURCHASER SIGN HERE
X

Cardholder acknowledges receipt of goods and/or services in the amount of the Total shown hereon and agrees to perform the obligations set forth in the Cardholder's agreement with the issuer.

33 OAK POINT HWY.
WINNIPEG, MB, R2R 0T8
PH: 204-632-9100 FAX: 204-632-9103
Web Site: www.beavertrucks.com

BEAVER TRUCK CENTRE

INVOICE DATE	
04/04/2011 11:40AM	
INVOICE NO.	PAGE
1394358	1
CUSTOMER NO.	BRANCH
60578	

SOLD TO:
PARAMOUNT TRUCK LINES
1200 FIFE STREET
WINNIPEG MB R2X 2N6

SHIP TO:
PARAMOUNT TRUCK LINES
########################
C.O.D. ACCOUNT
################ MB ###

CUSTOMER P.O.	REFERENCE NO.		
	843787	(204) 694-2812	RV 702/00 000

					PRICE/PER	EXTENSION
			* * * C A S H S A L E * * *			
			PICKED UP BY CUSTOMER			
1	VC	8082672	STRAP, FUEL 45B2	187.89	147.63EA*	147.63
			UNIT 144			
			SERIAL # 330188			
1	VC	21513975	EXPANSION T 45B4	476.62	374.48EA*	374.48
			UNIT 246			
			SERIAL # 291690			

PAID WITH CREDIT CARD

*** SUB-TOTAL: 522.11
*** PST/PST EXEM -PROVINCE:MB N/C
*** GST - 89880 2939 26.11

CONGRATULATIONS TO CHRIS DUNN AND DAN & DENNIS
CANADIAN CHAMPIONS FOR VOLVO VISTA TECH CONTEST

BEAVER TRUCK CENTRE -
33 OAK POINT HIGHW R2R0T8
WINNIPEG MB
21936641
†††† PURCHASE ††††
04-04-2011 11:42:29
Acct # ************9357 C
Exp Date **/** Card Type MC
Name: JOHAN LOEWEN
A0000000041010 MasterCard

Trace # 170011
FS2193664101
Inv. # 4290
Auth # 07131Z RRN 001215011

Total $548.22
(00) APPROVED-THANK YOU

Retain this copy for your records
Customer copy

Pd. P
M/C

* * * C A S H S A L

FREIGHT	SUBTOTAL	TAX STATUS/STATE	SALES TAX	PLEASE PAY
	522.11			548.22
				CASH SALE

CUSTOM TRUCK SALES
357 OAK POINT HIGHWAY
WINNIPEG MB

CARD ************9357
CARD TYPE MASTERCARD
DATE 2011/04/08
TIME 3041 17:50:52
INVOICE # 70037
RECEIPT NUMBER
C34414200-001-270-010-0

PURCHASE
TOTAL
$54.41

MasterCard
A0000000041010
A91E1E71C022CCCC
0000008000
102B54C03A723009

APPROVED
AUTH# 01532Z 01-027
THANK YOU

CARDHOLDER COPY

REGINA, SK	SASKATOON, SK
520 Park Street S4N 0T6 Ph: 306-569-9021 Fax: 306-569-2144	2410 Northridge Dr. S7L 7L6 Ph: 306-931-1911 Fax: 306-931-4919
WINNIPEG, MB	**ESTEVAN, SK**
357 Oak Point Hwy R2R 1T9 Ph: 204-694-3874 Fax: 204-694-7766	P.O. Box 507 S4A 2A5 Ph: 306-637-2121 Fax: 306-637-2124

Custom Truck Sales Inc.

CTS

KENWORTH

INVOICE

INVOICE DATE: 04/07/2011

INVOICE NO. 3210970037 PAGE 1 of 1

CUSTOMER NO. 00100 BRANCH 3-Winnipeg

G.S.T. NO 10123 3294 RT

** CUSTOMER COPY **

SOLD TO:

CASH CUSTOMER

SK

SHIP TO:

PARAMOUNT TRUCK LINES

WINNIPEG MB R2R 1T9

CUSTOMER P.O.	R/S ORDER NO	Customer Phone Number
NAME REQD	833079	51 000/51 000

			PRICE PER	EXTENSION
	* * * C A S H S A L E * * *			
10 PP EC50PLA	*FEATURE*CLAMP	3A1	5.75EA	57.50
LOYALTY CARD: YTRP14				
	PARTS COUPON DISCOUNT			10.00CR
	0407-79AB2			

****

***** CUSTOMER PICK UP *****

****

Taken

PAID WITH CASH

*** SUB-TOTAL: 47.50

*** PST/TAXABLE -PROVINCE:MB 4.03

*** GST - 2.88

SPRING IS JUST AROUND THE CORNER ARE YOU READY?

** ASK ABOUT OUR SALES IN OUR CURRENT FLYER **

paid by M/C

* * * C A S H S A L E * * *

	FREIGHT	SUBTOTAL	TAX STATUS	TAX	PLEASE PAY
		47.50			54.41

SIGNATURE DATE

Terms & Conditions

NET 20TH OF MONTH FOLLOWING INVOICE DATE. A FINANCE CHARGE OF 18 % PER ANUM WILL BE CHARGED ON ALL PAST DUE ACCOUNTS. GOOD RETURNED SUBJECT TO 15% RESTOCKING CHARGE

I HEREBY ACKNOWLEDGE INDEBTEDNESS TO CUSTOM TRUCK SALES INC. IN THE AMOUNT SHOWN ON THIS INVOICE FOR GOODS AND OR SERVICES REQUESTED BY ME.

REGINA, SK.	SASKATOON, SK
520 Park Street S4R 0T6 Ph: 306-569-9021 Fax: 306-569-2144	2410 Northridge Dr. S7L 7L6 Ph: 306-931-1911 Fax: 306-931-4919

WINNIPEG, MB	ESTEVAN, SK
357 Oak Point Hwy R2R 1T9 Ph: 204-694-3874 Fax: 204-694-7766	P.O. Box 507 S4A 2A5 Ph: 306-637-2121 Fax: 306-637-2124

Custom Truck Sales Inc.

CTS

KENWORTH

INVOICE

INVOICE DATE:	
04/07/2011	
INVOICE NO.	PAGE
3210970037	1 of 1
CUSTOMER NO.	BRANCH
00100	3-Winnipeg

G.S.T. NO 10123 3294 RT

** BRANCH COPY **
REPRINT

SOLD TO:

CASH CUSTOMER

SK

SHIP TO:

PARAMOUNT TRUCK LINES

WINNIPEG MB R2R 1T9

CUSTOMER P.O.	R/S ORDER NO	Customer Phone Number
NAME REQD	833079	51 000/51 000

PRICE PER — EXTENSION

* * * C A S H S A L E * * *

10	PP	EC50PLA	*FEATURE*CLAMP	3A1	5.75EA	57.50

LOYALTY CARD: YTRP14
PARTS COUPON DISCOUNT 10.00CR
0407-79AB2
****
***** CUSTOMER PICK UP *****
****

PAID WITH CASH

*** SUB-TOTAL:		47.50
*** PST/TAXABLE	-PROVINCE:MB	4.03
*** GST -		2.88

SPRING IS JUST AROUND THE CORNER ARE YOU READY?
** ASK ABOUT OUR SALES IN OUR CURRENT FLYER **

Paul Mc

* * * C A S H S A L E * * *

FREIGHT	SUBTOTAL	TAX STATUS	TAX	PLEASE PAY
	47.50			54.41

SIGNATURE ____ DATE ____

Terms & Conditions
NET 20TH OF MONTH FOLLOWING INVOICE DATE. A FINANCE CHARGE OF 18 % PER ANUM WILL BE CHARGED ON ALL PAST DUE ACCOUNTS. GOOD RETURNED SUBJECT TO 15% RESTOCKING CHARGE

I HEREBY ACKNOWLEDGE INDEBTEDNESS TO CUSTOM TRUCK SALES INC. IN THE AMOUNT SHOWN ON THIS INVOICE FOR GOODS AND OR SERVICES REQUESTED BY ME.

REGINA, SK
520 Park Street
S4N 0T6
Ph: 306-569-9021
Fax: 306-569-2144

SASKATOON, SK
2410 Northridge Dr.
S7L 7L6
Ph: 306-931-1911
Fax: 306-931-4919

WINNIPEG, MB
357 Oak Point Hwy
R2R 1T9
Ph: 204-694-3874
Fax: 204-694-7766

ESTEVAN, SK
P.O. Box 507
S4A 2A5
Ph: 306-637-2121
Fax: 306-637-2124

Custom Truck Sales Inc.
CTS
KENWORTH

INVOICE

INVOICE DATE: 04/12/2011
INVOICE NO. 3211020030 PAGE 1 of 1
CUSTOMER NO. 00100 BRANCH 3-Winnipeg
G.S.T. NO 10123 3294 RT
** CUSTOMER COPY **

SOLD TO:
CASH CUSTOMER
SK

SHIP TO:
PARAMOUNT TRUCK LINES
WINNIPEG MB R2R 1T9

CUSTOMER P.O.	R/S ORDER NO	Customer Phone Number		
NAME REQD	834335		40 000/40	000

		PRICE PER	EXTENSION
	* * * C A S H S A L E * * *		
6 BAL BF1329JAB	SEPARATOR-FUEL/WATE EF4	14.55EA*	87.30
	*** TAX-EHC&GST On: 6.00 @ 1.05		6.30
	*** SUB-TOTAL:		93.60
	*** PST/EXEMPT -PROVINCE:MB		N/C
	-		4.37

AROUND THE CORNER ARE YOU READY?*
SALES IN OUR CURRENT FLYER **

CUSTOM TRUCK SALES
357 OAK POINT HIGHWAY
WINNIPEG MB

CARD ************7138
CARD TYPE MASTERCARD
DATE 2011/04/12
TIME 4413 09:45:13
INVOICE # 1020030
RECEIPT NUMBER
C34414200-001-272-003-0

PURCHASE
TOTAL
$152.38

WALMART MC
MasterCard
A0000000041010
22AF5C901A288279
0000008000
F705BBE93A60A847

APPROVED
AUTH# 053618 01-027
THANK YOU

CARDHOLDER COPY

IMPORTANT - RETAIN THIS
COPY FOR YOUR RECORDS

* * * C A S H S A L E * * *

FREIGHT	SUBTOTAL	TAX STATUS	TAX	PLEASE PAY
	87.30			97.97

Terms & Conditions
DATE
NET 20TH OF MONTH FOLLOWING INVOICE DATE. A FINANCE CHARGE OF 18 % PER ANUM WILL BE CHARGED ON ALL PAST DUE ACCOUNTS. GOOD RETURNED SUBJECT TO 15% RESTOCKING CHARGE
DNESS TO CUSTOM TRUCK SALES INC. IN THE AMOUNT SHOWN ON THIS INVOICE FOR GOODS AND OR SERVICES REQUESTED BY ME.

OK TIRE STORES

ED'S TIRE STORE (Morden)
80 Thornhill Street
Morden, MB R6M 1C7
Ph. (204) 822-6127 Fax (204) 822-6945

INVOICE NO. 119545

DATE	CUSTOMER NAME		VEHICLE MAKE		2% PER MONTH 24% PER ANNUM INTEREST CHARGED ON OVERDUE ACCOUNTS
	Paramount Trucking		Tokens Loan		
	ADDRESS: 1200 Fife Street		COLOR	LICENSE NO.	
SALESMAN	CITY: Winnipeg	PROVINCE	VEHICLE SERIAL NO.		MECHANIC
	PHONE NUMBER: (204) 632-1110	POSTAL CODE: R2X 2T6	MILEAGE	ORDER NO.	TIME PROMISED

QUANTITY	PART NUMBER	DESCRIPTION	EACH	TOTAL	SERVICE LABOUR
8		11R225			
		Mich [illegible]	255.00	2040.00	
		[illegible]			
		M/C			
		TIRE TAX			

ED S OK TIRE STORES
80 THORNHILL ST
MORDEN. MB R6M 1C7

Merchant ID: 000000000591236
Term ID: 02490783
1127942003 8

Purchase

WALMART MC
XXXXXXXXXXXX7138
AID: A0000000041010
Entry Method: Chip
Apprvd: Online Batch#: 000042
04/15/11 10:47:48

Ref#: 020071118551
Inv #: 000275 Appr Code: 083299

Total: $ 2,142.00

Customer Copy

…GE ON
…UCT

…rqued to
…ions.
…FT/LBS.
checked
miles.

Not responsible for damage after 100 km.

IF CASINGS DO NOT PASS WILL BE CHARGED BACK

GST REGISTRATION NUMBER **R136245354**

CASH	CHARGE	ON ACCT.	MDSE RET'D	PAID OUT

I HEREBY AUTHORIZE THE ABOVE WORK AND AGREE TO THE CONDITIONS BELOW:

THIS COMPANY DOES NOT ASSUME ANY RESPONSIBILITY WHATEVER FOR VEHICLES OR OTHER EQUIPMENT LEFT FOR REPAIRS OR STORAGE OR FOR ARTICLES LEFT IN VEHICLES OR EQUIPMENT. VEHICLES DRIVEN BY OUR EMPLOYEES AT OWNER'S RISK. IN THE EVENT OF NON-PAYMENT OF THE SAID TOTAL CHARGES, THE OWNER AUTHORIZES THIS COMPANY TO REPOSSESS THE VEHICLE OR ARTICLES AND HOLD IT UNTIL THIS TOTAL BILL IS PAID OR TO SELL IT.

ALSO WHERE APPLICABLE: I HEREBY CERTIFY THAT THE GOODS SHOWN ON THIS INVOICE ARE FARM IMPLEMENT, FARM MACHINERY OR REPAIR PARTS THEREOF, AND WILL BE USED PRINCIPALLY FOR FARMING

CUSTOMERS SIGNATURES X
MERCHANDISE REC'D IN GOOD CONDITION LAND DESCRIPTION

COLUMN SUB-TOTALS	
SERVICES	
SUBTOTAL	2040.00
G.S.T.	102.00
P.S.T.	—
TOTAL	2142.00

FGI
FORT GARRY INDUSTRIES
www.fgiltd.com

FORT GARRY INDUSTRIES LTD.
2525 INKSTER BLVD
RR2 STN MAIN
WINNIPEG, MB R3C 2E6

	Local	Toll Free
Phone:	204-632-8261	800-282-8044
Fax:	204-956-1786	800-893-4403

Invoice: **F1783601**
Date: Apr 06, 2011
Page: 1

GST #: 10185 1509 RT

13:01:12

INVOICE

Bill To: CASH - PARAMOUNT TRUCK LINES
1150 FIFE ST

WINNIPEG MB R2X2Z6
(866) 211-0077

Ship To:

Account: 01999920
PST #: MB00065001
TBF #:

Customer P.O.:
Unit: 186
Counter SLS #: CEJ P/By:

SLS #: 015
Payment: MASTER CARD
Ship Via: COUNTER PICKUP

Code	Part Number	Description / Bins	UOM	Order	Ship	B/O	Price	Total
065	P226143	FLEXTUBE, 5.00", GALV	FOOT	10	10		5.95	59.50

TAKE TIME TO CHECK OUR TRAILER PARTS & TOOL BOX SPECIALS. THE BEST HOLLAND, HENDRICKSON AND REYCO DEALS ARE HERE TODAY!

Customer Name (print): ____________________

Signature: ____________________

Customer Copy

FORT GARRY INDUSTRIES
2525 INKSTER BLVD
WINNIPEG MB

CARD ************9357
CARD TYPE MASTERCARD
DATE 2011/04/06
TIME 5794 13:00:03
INVOICE # 1783601
RECEIPT NUMBER
C30879048-001-545-018-0

PURCHASE
TOTAL
$62.48

MasterCard
A0000000041010
40E92EB9FBEAFA18
0000008000
590CF505A32BA50B

APPROVED
AUTH# 00077Z 01-027
THANK YOU

CARDHOLDER COPY

Paid
M

...s authorised by Fort Garry Industries Ltd. (FGI) subject to our returned goods policy. ... (fifteen) will be applied on goods returned when supplied as ordered. FGI's ...nless otherwise stipulated both as to materials installed and/or workmanship. ...rovided by the original component manufacturers. If the work and/or product ...turn the item to FGI promptly and report the issue to a FGI Service Representative.

...on receipt of goods or services unless otherwise authorized. Credit purchases are ...lar month in which the goods or services were purchased. TRAILERS & ...ll be charged on all overdue amounts at the rate of 2% per month, 24% per annum.

...ing your privacy. We collect, use and disclose personal information only in ...t of Privacy statement. If you have any questions regarding our privacy policies ...withdraw your consent to the use of your information, access The FGI Privacy ...t FGI's privacy officer by email at privacy@fgiltd.ca, by phone at

Sub Total:	59.50
GST: 5.0% X 59.50:	2.98
Invoice Total:	**62.48**

...RIO - MANITOBA - SASKATCHEWAN - ALBERTA - BRITISH COLUMBIA

The Truckers' Best Friend

** Customer Copy **

33 OAK POINT HWY.
WINNIPEG, MB, R2R 0T8
PH: 204-632-9100 FAX: 204-632-9103
Web Site: www.beavertrucks.com

INVOICE DATE	
04/09/2011 02:23PM	
INVOICE NO.	PAGE
1395205	1
CUSTOMER NO.	BRANCH
60578	

SOLD TO:
PARAMOUNT TRUCK LINES
1200 FIFE STREET
WINNIPEG MB R2X 2N6

SHIP TO:
PARAMOUNT TRUCK LINES
########################
C.O.D.   ACCOUNT
################ MB ###

CUSTOMER P.O.	REFERENCE NO.		
U# 1105	844519	(204) 694-2812	CS 702/00 000

* * * C A S H   S A L E * * *
PICKED UP BY CUSTOMER

						PRICE/PER	EXTENSION
1	VC	20909894	LAMP	44J2	21.59	15.26EA	15.26

*** SUB-TOTAL: 15.26
*** PST/PST EXEM -PROVINCE:MB N/C
*** GST - 89880 2939 0.76

CONGRATULATIONS TO CHRIS DUNN AND DAN & DENNIS
CANADIAN CHAMPIONS FOR VOLVO VISTA TECH CONTEST

BEAVER TRUCK CENTRE -
33 OAK POINT HIGHW R2R0T8
WINNIPEG MB
21936641
**** PURCHASE ****
04-09-2011 14:24:25
Acct # ************9077 S
Exp Date **/** Card Type MC
Name: JEREMY LOEWEN

Trace # 220008
FS2193664101
Inv. # 4403
Auth # 009304 RRN 001220009

Total $16.02

Retain this copy for your
records
Customer copy

PAID M/C
APR 9/11

* * * C A S H   S A L E * * *

FREIGHT	SUBTOTAL	TAX STATUS/STATE	SALES TAX	PLEASE PAY
	15.26			16.02

CASH SALE

JOB INVOICE

2135

All Around Truck& Trailer Service
Louisville,Ky.
502-356-2918

DATE ORDERED 4-11-2011	ORDER TAKEN BY SC
PHONE NO.	CUSTOMER ORDER #
JOB LOCATION Shop	
JOB PHONE	STARTING DATE
TERMS FAX - 204-632-5962	

SOLD TO: Paramount - Trucklines
ADDRESS
1-701-317-1285
ATTENTION Truck 1007

QTY.	MATERIAL	UNIT	AMOUNT
1	Resurfaced Fly wheel	75.00	75.00
1	Clutch	680.00	680.00
1	Spring w/ Brake	25.00	25.00
	TOTAL MATERIALS		780.00

Paid M/C

DESCRIPTION OF WORK

Replaced clutch and spring w/ brake. Service call on saturday to adjust clutch turned out needing a new one.

MISCELLANEOUS CHARGES

Fuel Surcharge	20.00
TOTAL MISCELLANEOUS	20.00

LABOR	HRS.	RATE	AMOUNT
Labor			1250.00
Saturday	2	75.00	150.00
TOTAL LABOR			1400.00

WORK ORDERED 4-9-2011
DATE ORDERED 4-11-2011
DATE COMPLETED 4-11-2011

CUSTOMER APPROVAL SIGNATURE

AUTHORIZED SIGNATURE

TOTAL LABOR	1400.00
TOTAL MATERIALS	780.00
TOTAL MISCELLANEOUS	20.00
SUBTOTAL	2200.00
TAX	46.80
GRAND TOTAL	2246.80

A-2817-3817 / T-3866

2135

JOB INVOICE

All Around Truck& Trailer Service
Louisville,Ky.
502-356-2918

DATE ORDERED 4-11-2011	ORDER TAKEN BY SC
PHONE NO.	CUSTOMER ORDER #
JOB LOCATION Shop	
JOB PHONE	STARTING DATE
TERMS FAX - 204-632-5962	

SOLD TO: Paramount Trucklines
ADDRESS
1-701-317-1285
ATTENTION Truck ~~#~~ 1007

QTY.	MATERIAL	UNIT	AMOUNT
1	Resurfaced Flywheel	75.00	75.00
1	Clutch	680.00	680.00
1	Spring w/Brake	25.00	25.00
	5434 4099-5529-7138		
	EXP 03-2013		
	835		

DESCRIPTION OF WORK

Replaced clutch and spring w/brake. Service call on saturday to adjust clutch turned out needing a new one.

MISCELLANEOUS CHARGES

Fuel Surcharge	20.00
TOTAL MISCELLANEOUS	20.00

Canada CUSTOMS DOUANES
190
APR 15 2011

LABOR	HRS.	RATE	AMOUNT
Labor			1250.00
Saturday	2	75.00	150.00
TOTAL LABOR			1400.00

ALL AROUND MOBILE TRUC
368 FERGUSON LN
SHEPHERDSVILL, KY 40165

04/14/2011 17:53:33
Merchant ID: 000000006291666
Terminal ID: 02836592
367598556887

CREDIT CARD
MC SALE

CARD #: XXXXXXXXXXXX7138
...ICE 0001
Batch #: 000032
Approval Code: 099434
Entry Method: Manual
Mode: Online

SALE AMOUNT $2246.80

CUSTOMER COPY

BRIAN HANKEY

4-11-2011
DATE COMPLETED 4-11-2011

TOTAL LABOR	1400.00
TOTAL MATERIALS	780.00
TOTAL MISCELLANEOUS	20.00
SUBTOTAL	2200.00
TAX	46.80
GRAND TOTAL	2246.80

CUSTOMER APPROVAL SIGNATURE

AUTHORIZED SIGNATURE

A-2817-3817 / T-3866

Appendix E

TDS

THOMPSON DORFMAN SWEATMAN LLP

Writer's Name	Douglas J. Forbes
Writer's Direct Telephone	(204) 934-2426
Internet E-mail Address	djf@tdslaw.com
Writer's Direct Fax	(204) 934-0526

July 4, 2011

Pitblado LLP
2500-360 Main Street
Winnipeg MB R3C 4H6

Attention: Catherine E. Howden

Dear Ms Howden:

Re: Paramount Truck Lines Ltd.
Our Matter No. 0105781 DFJ

With respect to your letter of June 27, 2011, we can advise as follows.

Our client advises that your client may have the windshield washer fluid if you like as it is not worth fighting over. However, our client would like the Freon belonging to it that was left at the premises of Paramount Truck Lines Ltd. and John Loewen would like his socket set returned. The Freon is valued at approximately $600.00 and the socket set is approximately $80.00. Since you will not permit our client on the premises our client will arrange to have the washer fluid dropped off at the curb side of the Paramount property. You will need to arrange to have someone pick up the washer fluid and drop off the Freon and the socket set.

With respect to an accounting, I am not sure why you would like an accounting, and what purpose it would serve. Our client has answered all of your inquiries. In any event, our client does not see the use of compiling an accounting so, unless we receive a valid reason for that accounting being required, our client has advised that it will refrain from doing so.

With respect to entering the Paramount Truck Lines property, we are advised that Mr. Loewen and his family have not attempted to do so and were not on the property during the time alleged in your letter of June 27, 2011.

Yours truly,

THOMPSON DORFMAN SWEATMAN LLP

Per:

Douglas J. Forbes*

DJF/mr
cc: John Loewen
cc: Art Stacey

*Services of Douglas J. Forbes are provided through Douglas J. Forbes Law Corporation

Appendix F

IN THE MATTER OF THE RECEIVERSHIP OF PARAMOUNT TRUCK LINES LTD.

SUMMARY OF FLEET RETRIEVAL COSTS

Direct Costs - Highway Trucks		Costs to June 10, 2011	GE Equipment	Beaver Truck Centre	CIT	Daimler Chrysler	Capital Underwriters	Stoughton	BDC
Fuel	Schedule 2	25,726							
Repairs	Schedule 2	7,167							
Driver Costs	Schedule 2	107,419							
Total Direct Costs		**140,312**	94,283	12,846	7,658	21,935	2,222	1,369	-
Direct Operating Costs									
Fuel	Schedule 3	2,558							
Driver Costs	Schedule 3	14,543							
Total Direct Operating Costs		**17,101**	9,543	1,054	2,033	2,179	-	2,292	-
Indirect Costs									
Receiver fees	Schedule 4	53,748							
Salaries	Schedule 4	17,652							
Security	Schedule 4	3,190							
Utilities	Schedule 4	3,975							
Insurance	Schedule 4	10,629							
Registration	Schedule 4	3,671							
Contingency		5,000							
Total Indirect Costs		**97,865**	54,614	6,033	11,632	12,471	-	13,115	-
Total Costs		**$ 255,279**	$ 158,440	$ 19,934	$ 21,323	$ 36,585	$ 2,222	$ 16,775	$ -
Garagekeepers' Liens		$ 10,570	$ 10,570	$ -	$ -	$ -	$ -	$ -	$ -

Total Appraised Value, sorted by "Lessor for Allocation"		
(see Schedule 1)		
GE	$ 1,824,000	55.81%
Stoughton	438,000	13.40%
Beaver	201,500	6.16%
CIT	388,500	11.89%
Daimler	416,500	12.74%
BDC	-	0.00%
	$ 3,268,500	100.00%

See attached notes and supporting schedules

In the Matter of the Receivership of Paramount Truck Lines Ltd.
Schedule 1 - Summary of Appraised Values - Fleet assets

Unit Number	Model Year	Make	Body Style	Model	Serial Number	Plate Number	Liens / Financing	Lessor for Allocation	COMM #	Status on Date of Receivership	Midpoint of Appraised Value
1007	2007	Freightliner	Tractor	CL120	1FUJA6CV77LW14167	PBR 911	GE Capital GSA	GE	150101781	In Transit	$ 24,000.00
1029	2009	Freightliner	Tractor	CASCADIA	1FUJGLCV29LAB8964	PBT 616	GE Capital Contract# 1500	GE	105101718	Repairs	47,500.00
1049	2009	Freightliner	Tractor	CASCADIA	1FUJGLCV49LAB8965	PBT 617	GE Capital Contract# 1500	GE	105101735	In Transit	47,500.00
1085	2005	Volvo	Tractor	VNL64T670	4V4NC9TG55N381983	PBX106	GE Capital Contract# 1500	GE	105101734	In Transit	15,500.00
1105	2005	Volvo	Tractor	VNL64T670	4V4NC9TG45N381960	PCA 468	GE Capital Contract# 1500	GE	105102659	In Transit	15,500.00
1127	2007	Freightliner	Tractor	CL120	1FUJA6CV97LW14168	PBR 810	GE Capital GSA	GE	105103536	In Transit	29,500.00
1147	2007	Freightliner	Tractor	CL120	1FUJA6CV07LW14169	PBK 055	GE Capital GSA	GE	105101758	Parked	29,500.00
1167	2007	Freightliner	Tractor	CL120	1FUJA6CV77LW14170	PBK 056	GE Capital GSA	GE	105103331	Parked	29,500.00
1187	2007	Freightliner	Tractor	CL120	1FUJA6CV27LW14173	PBR 912	GE Capital GSA	GE	105101743	Parked	29,500.00
1207	2007	Volvo	Tractor	VNL64T630	4V4NC9GHX7N447577	PBK 088	Beaver Truck Centre	Beaver	105101901	In Transit	27,000.00
1227	2007	Freightliner	Tractor	CL120	1FUJA6CV27LY76310	PBP259	Daimler Chrysler Contract	Daimler	105101716	In Transit	28,000.00
1247	2007	Volvo	Tractor	VNL64T630	4V4NC9GH17N447578	PBK 089	Beaver Truck Centre	Beaver	105101792	Parked	27,500.00
1265	2005	Volvo	Tractor	VNL64T670	4V4NC9TGX5N381977	PBZ175	GE Capital Contract# 1500	GE	105103448	Parked	2,500.00
1287	2007	Volvo	Tractor	VNL64T630	4V4NC9GH37N447579	PBK 090	Beaver Truck Centre	Beaver	105101731	In Transit	28,000.00
1308	2008	Volvo	Tractor	VNL64T630	4V4NC9EJ88N262497	PBR 777	CIT Financial Contract# 80	CIT	105102623	In Transit	37,500.00
1325	2005	Volvo	Tractor	VNL64T670	4V4NC9TG25N381990	PBZ265	GE Capital Contract# 1500	GE	105103354	Parked	15,500.00
1348	2008	Volvo	Tractor	VNL64T630	4V4NC9EJ48N262500	PBR 778	CIT Financial Contract# 80	CIT	105103319	Parked	37,500.00
1365	2005	Volvo	Tractor	VNL64T670	4V4NC9TG85N381993	PCC758	GE Capital Contract# 1500	GE	105101768	In Transit	15,500.00
1387	2007	Volvo	Tractor	VNL64T630	4V4NC9GHX7N447580	PBK 091	Beaver Truck Centre	Beaver	105103784	Parked	26,000.00
1407	2007	Volvo	Tractor	VNL64T630	4V4NC9GH17N447581	PBK 092	Beaver Truck Centre	Beaver	105103318	In Transit	27,000.00
1427	2007	Volvo	Tractor	VNL64T630	4V4NC9GH37N447582	PBK 093	Beaver Truck Centre	Beaver	105101714	Parked	27,000.00
1442	2002	Volvo	Tractor	VNL64T610	4V4NC9GH52N330188	PAS 167	GE Capital GSA	GE	105101791	Parked	10,000.00
1467	2007	Freightliner	Tractor	CL120	1FUJA6CV47LY76311	PBP260	Daimler Chrysler Contract	Daimler	105101719	Parked	30,000.00
1489	2009	Volvo	Tractor	VNL64T630	4V4NC9EJ79N271192	PBT 435	CIT Financial Contract# 80	CIT	105101729	In Transit	49,500.00
1505	2005	Volvo	Tractor	VNL64T670	4V4NC9TG25N382024	PCB 077	GE Capital Contract# 1500	GE	105101728	Parked	15,500.00
1529	2009	Volvo	Tractor	VNL64T630	4V4NC9EJ09N271194	PBT 436	CIT Financial Contract# 80	CIT	105103385	Parked	50,500.00
1563	2003	Volvo	Tractor	VNL64T610	4V4NC9GH13N345109	PAU 310	GE Capital GSA	GE	105101752	Parked	11,000.00
1583	2003	Volvo	Tractor	VNL64T610	4V4NC9GH83N345110	PAU 311	GE Capital GSA	GE	105101724	In Transit	11,000.00
1623	2003	Volvo	Tractor	VNL64T610	MBPGSIN6539	PCA 164	Beaver Truck Centre	Beaver	105101721	Parked	11,000.00
1643	2003	Volvo	Tractor	VNL64T610	4V4NC9GH43N345153	PAU 314	GE Capital GSA	GE	105103450	Parked	11,000.00
1669	2009	Volvo	Tractor	VNL64T630	4V4NC9EJ99N271193	PBT 437	CIT Financial Contract# 80	CIT	105103321	Parked	49,500.00
1687	2007	Freightliner	Tractor	CL120	1FUJA6CV67LY76312	PBP261	Daimler Chrysler Contract	Daimler	105101759	In Transit	29,500.00
1707	2007	Freightliner	Tractor	CL120	1FUJA6CV87LY76313	PCC759	Daimler Chrysler Contract	Daimler	105101723	Repairs	29,500.00
1727	2007	Freightliner	Tractor	CL120	1FUJA6CVX7LY76314	PBP263	Daimler Chrysler Contract	Daimler	105101793	In Transit	29,500.00
1745	2005	Volvo	Tractor	VNL64T670	4V4NC9GHX5N384347	PBR 498	GE Capital GSA	GE	105101762	Parked	14,000.00
1764	2004	Volvo	Tractor	VNL64T630	4V4NC9GH54N366353	PBF 024	GE Capital GSA	GE	105101774	Parked	15,500.00
1784	2004	Volvo	Tractor	VNL64T630	4V4NC9GH74N366354	PAX 879	GE Capital GSA	GE	105101717	Parked	14,000.00
1804	2004	Volvo	Tractor	VNL64T630	4V4NC9GH94N366355	PAX 880	GE Capital GSA	GE	105103376	Parked	14,000.00
1824	2004	Volvo	Tractor	VNL64T630	4V4NC9GH04N366356	PBR 812	GE Capital GSA	GE	105101744	Parked	14,000.00
1844	2004	Volvo	Tractor	VNL64T630	4V4NC9GH24N366357	PBX254	GE Capital GSA	GE	105101888	Parked	15,500.00
1865	2005	Volvo	Tractor	VNL64T670	4V4NC9TG35N381996	PBX107	GE Capital GSA	GE	105103447	Parked	15,500.00
1885	2005	Volvo	Tractor	VNL64T630	4V4NC9GH05N380792	PBA 639	GE Capital GSA	GE	105103531	Parked	1,500.00
1905	2005	Volvo	Tractor	VNL64T630	4V4NC9GH25N380793	PBR 761	GE Capital GSA	GE	105101885	In Transit	15,500.00
1925	2005	Volvo	Tractor	VNL64T630	4V4NC9GH45N380794	PCB400	GE Capital GSA	GE	105103391	In Transit	15,500.00
1945	2005	Volvo	Tractor	VNL64T630	4V4NC9GH65N380795	PBA 642	GE Capital GSA	GE	105101795	Parked	15,500.00
1965	2005	Volvo	Tractor	VNL64T630	4V4NC9GH85N380796	PCA568	GE Capital GSA	GE	105101764	In Transit	15,500.00
2026	2006	Freightliner	Tractor	CL120	1FUJA6CV86LW14161	PBE065	GE Capital GSA	GE	105102663	Parked	24,000.00
2086	2006	Freightliner	Tractor	CL120	1FUJA6CV16LW14163	PBE714	GE Capital GSA	GE	105102626	Parked	24,000.00
2146	2006	Freightliner	Tractor	CL120	1FUJA6CV76LW14166	PBE717	GE Capital GSA	GE	105103482	Parked	24,000.00
2166	2006	Freightliner	Tractor	CL120	1FUJA6CV26LW14172	PBE718	GE Capital GSA	GE	105101966	In Transit	24,000.00
2186	2006	Volvo	Tractor	VNL64T630	4V4NC9GH26N433333	PBF 122	GE Capital GSA	GE	105101994	In Transit	26,000.00
2206	2006	Volvo	Tractor	VNL64T630	4V4NC9GH46N433334	PBF 457	GE Capital GSA	GE	105103382	Parked	26,000.00
2226	2006	Volvo	Tractor	VNL64T630	4V4NC9GH66N433335	PBF 458	GE Capital GSA	GE	105103346	In Transit	26,000.00
2246	2006	Volvo	Tractor	VNL64T630	4V4NC9GH86N433336	PBF 459	GE Capital GSA	GE	105103439	In Transit	22,000.00
2266	2006	Volvo	Tractor	VNL64T630	4V4NC9GHX6N433337	PBF 460	GE Capital GSA	GE	105103497	In Transit	24,000.00
2285	2005	Volvo	Tractor	VNL64T670	4V4NC9GH15N384365	PCB097	GE Capital GSA	GE	105103398	Parked	15,500.00
2305	2005	Volvo	Tractor	VNL64T670	4V4NC9GH75N384371	PBU 629	GE Capital GSA	GE	105103358	Parked	16,500.00
2329	2009	Volvo	Tractor	VNL64T630	4V4NC9EJ29N271195	PBT 438	CIT Financial Contract# 80	CIT	105103508	Parked	47,500.00

In the Matter of the Receivership of Paramount Truck Lines Ltd.
Schedule 1 - Summary of Appraised Values - Fleet assets

Unit Number	Model Year	Make	Body Style	Model	Serial Number	Plate Number	Liens / Financing	Lessor for Allocation	COMM #	Status on Date of Receivership	Midpoint of Appraised Value	
2349	2009	Freightliner	Tractor	CASCADIA	1FUJGLCV69LAB8966	PBT 618	GE Capital Contract# 1500	GE	105101736	Parked	49,500.00	
2369	2009	Freightliner	Tractor	CASCADIA	1FUJGLCV89LAB8967	PBT 619	GE Capital Contract# 1500	GE	105103484	Parked	49,500.00	
2389	2009	Freightliner	Tractor	CASCADIA	1FUJGLCVX9LAB8968	PBT 620	GE Capital Contract# 1500	GE	105103271	In Transit	49,500.00	
2409	2009	Freightliner	Tractor	CASCADIA	1FUJGLCV19LAB8969	PBT 621	GE Capital Contract# 1500	GE	105102665	In Transit	49,500.00	
10610	2010	Freightliner	Tractor	CASCADIA	1FUJGLDR6ASAR6454	PBZ826	Daimler Chrysler Contract	Daimler	105101531	Stranded	-	no allocation
15410	2010	Freightliner	Tractor	CASCADIA	1FUJGLDR8ASAR6455	PCB098	Daimler Chrysler Contract	Daimler	105103445	In Transit	67,500.00	
16010	2010	Freightliner	Tractor	CASCADIA	FUJGLDRXASAR6456	PBY102	Daimler Chrysler Contract	Daimler	105103523	Parked	67,500.00	
24210	2010	Freightliner	Tractor	CASCADIA	1FUJGLDR1ASAR6457	PCA166	Daimler Chrysler Contract	Daimler	105103349	In Transit	67,500.00	
24410	2010	Freightliner	Tractor	CASCADIA	1FUJGLDR3ASAR6458	PBZ550	Daimler Chrysler Contract	Daimler	105102674	In Transit	67,500.00	
24610	2010	Volvo	Tractor	VNL64T630	4V4NC9EJ7AN291690	PBY211	GE Capital Contract# 1200	GE	105103442	In Transit	66,500.00	
24810	2010	Volvo	Tractor	VNL64T630	4V4NC9EJ9AN291691	PBY212	GE Capital Contract# 1200	GE	105103500	Parked	66,500.00	
25010	2010	Volvo	Tractor	VNL64T630	4V4NC9EJ0AN291692	PBY213	GE Capital Contract# 1200	GE	105102655	Parked	66,500.00	
25210	2010	Volvo	Tractor	VNL64T630	4V4NC9EJ2AN291693	PBY214	GE Capital Contract# 1200	GE	105102642	In Transit	66,500.00	
25410	2010	Volvo	Tractor	VNL64T630	4V4NC9EJ4AN291694	PBY205	GE Capital Contract# 1200	GE	105103322	Parked	66,500.00	
C1	1999	Volvo	Tractor		4VG7DARJ0XN776914	PCC780	GE Capital GSA	GE		Parked	7,000.00	
C2	1999	Volvo	Tractor		4VG7DAGH2XN784142	PAW 730	GE Capital GSA	GE		Parked	7,000.00	
C3	1998	Volvo	Tractor		4VG7DAGH1WN752037	PCC781	BDC GSA - postponed to G	GE		Parked	7,500.00	
C4	1998	Volvo	Tractor		4VG7DAGH9WN751931	PBF 123	GE Capital GSA	GE		Parked	7,000.00	
C5	2000	Volvo	Tractor		4V4ND1GH1YN239796	PBX411	GE Capital GSA	GE		Parked	7,500.00	
C6	1999	Volvo	Tractor		4VG7DAGH3XN767544	PBX496	BDC GSA - postponed to G	GE		Parked	7,500.00	
C7	2003	Volvo	Tractor		4V4NC9GH03N345151	PAU 312	GE Capital GSA	GE		Parked	6,000.00	
C8	2000	Volvo	Loader		1835	N/R	GE Capital GSA	GE		Parked	12,500.00	
P2	1998	Volvo	Tractor	YARD SHUNT	4VG7DAGH8WN752035	N/A	BDC GSA - postponed to G	GE		Parked	4,000.00	
101	2000	Dorsey	Trailer - 53' Van		1DTV11521YA283377	SR8238	GE Capital GSA	GE		Parked	2,750.00	
103	2000	Dorsey	Trailer - 53' Van		1DTV11523YA283378	SH 2570	GE Capital GSA	GE		In Transit	2,750.00	
105	2000	Stoughton	Trailer - 53' Van		1DW1A5322Y5350509	SH 2565	GE Capital GSA	GE		Parked	2,750.00	
107	2005	Wabash	Trailer - 53' Van		1JJV532W65L922439	SH 4680	GE Capital GSA	GE		Parked	7,000.00	
109	2000	Stoughton	Trailer - 53' Van		1DW1A5329YS350S10	SH 2566	Beaver Truck Centre	Beaver		Stranded	-	no allocation
111	2001	Utility	Trailer - 53' Van		1UYVS25391P446205	SH 2574	GE Capital GSA	GE		Parked	2,500.00	
113	2003	Wabash	Trailer - 53' Van		1JJV532W73L847067	SH 3988	GE Capital GSA	GE		In Transit	5,000.00	
115	2001	Stoughton	Trailer - 53' Van		1DW1A53271S512124	SH 2580	GE Capital GSA	GE		Parked	2,750.00	
117	1998	Stoughton	Trailer - 53' Van		1DW1A5324WS206778	SY2699	GE Capital GSA	GE		Parked	2,250.00	
119	1998	Stoughton	Trailer - 53' Van		1DW1A5326WS206779	SH 2557	GE Capital GSA	GE		Parked	2,250.00	
121	1999	Stoughton	Trailer - 53' Van		1DW1A5323XS261384	SH 2562	GE Capital GSA	GE		Parked	2,250.00	
123	1999	Stoughton	Trailer - 53' Van		1DW1A5325XS261385	SH 2561	GE Capital GSA	GE		Stranded	-	no allocation
125	2001	Stoughton	Trailer - 53' Van		1DW1A532X1S461122	SR 4430	GE Capital GSA	GE		In Transit	3,500.00	
127	1999	Stoughton	Trailer - 53' Van		1DW1A5327XS282870	SX1842	GE Capital GSA	GE		Parked	2,250.00	
129	1999	Stoughton	Trailer - 53' Van		1DW1A5329XS282871	SH 2596	GE Capital GSA	GE		Parked	2,250.00	
131	1999	Stoughton	Trailer - 53' Van		1DW1A5320XS282872	SH 2564	GE Capital GSA	GE		Parked	2,250.00	
133	2000	Stoughton	Trailer - 53' Van		1DW1A5326Y5316010	SH 2567	GE Capital GSA	GE		In Transit	2,500.00	
135	2000	Stoughton	Trailer - 53' Van		1DW1A5326YS331302	SH 2568	GE Capital GSA	GE		Parked	3,000.00	
137	2000	Stoughton	Trailer - 53' Van		1DW1A5320Y5344465	SH 2571	GE Capital GSA	GE		Parked	2,500.00	
139	2000	Stoughton	Trailer - 53' Van		1DW1A5322YS344466	SR4487	GE Capital GSA	GE		Parked	2,500.00	
141	2000	Stoughton	Trailer - 53' Van		1DW1A5324YS344467	SH 2572	GE Capital GSA	GE		Parked	3,000.00	
143	2001	Utility	Trailer - 53' Van		1UYV52S301P446206	SR8042	GE Capital GSA	GE		Parked	3,000.00	
145	2001	Utility	Trailer - 53' Van		1UYVS25321P446207	SH 2576	GE Capital GSA	GE		Stranded	-	no allocation
147	2001	Stoughton	Trailer - 53' Van		1DW1A53281S478629	SH 2578	GE Capital GSA	GE		Parked	3,000.00	
149	2001	Stoughton	Trailer - 53' Van		1DW1A53241S478630	SH 2579	GE Capital GSA	GE		Parked	3,000.00	
151	2001	Stoughton	Trailer - 53' Van		1DW1A53291S512125	SH 2581	GE Capital GSA	GE		In Transit	3,000.00	
153	2001	Stoughton	Trailer - 53' Van		1DW1A53201S512126	SH 2582	GE Capital GSA	GE		Stranded	-	no allocation
155	2001	Stoughton	Trailer - 53' Van		1DW1A53221SS12127	SM 9423	GE Capital GSA	GE		In Transit	2,500.00	
157	2007	Vanguard	Trailer - 53' Van		5V8VA532X7M705966	SR 4455	GE Capital GSA	GE		Parked	3,000.00	
159	2002	Stoughton	Trailer - 53' Van		1DW1A53232S520903	SH 2585	GE Capital GSA	GE		Parked	3,000.00	
161	2002	Stoughton	Trailer - 53' Van		1DW1A53252S520904	SH 2586	GE Capital GSA	GE		Stranded	-	no allocation
163	2002	Stoughton	Trailer - 53' Van		1DW1A532725520905	SH 2587	GE Capital GSA	GE		In Transit	3,500.00	
165	2001	Fruehauf	Trailer - 53' Van		1JJV532F51F759419	SX4976	GE Capital GSA	GE		In Tranist	3,500.00	
167	2002	Stoughton	Trailer - 53' Van		1DW1A532225520942	SH 2590	GE Capital GSA	GE		Parked	3,500.00	
169	2002	Stoughton	Trailer - 53' Van		1DW1A532425520943	SH 2591	GE Capital GSA	GE		Parked	3,000.00	

In the Matter of the Receivership of Paramount Truck Lines Ltd.
Schedule 1 - Summary of Appraised Values - Fleet assets

Unit Number	Model Year	Make	Body Style	Model	Serial Number	Plate Number	Liens / Financing	Lessor for Allocation	COMM #	Status on Date of Receivership	Midpoint of Appraised Value	
171	2005	Manac	Trailer - 53' Van		2M592161251100957	SR 4431	GE Capital GSA	GE		Parked	7,000.00	
173	2003	Manac	Trailer - 53' Van		2M592161131090998	SR 4428	GE Capital GSA	GE		Parked	4,500.00	
177	2007	Vanguard	Trailer - 53' Van		5V8VA53217M705967	SR 4456	GE Capital GSA	GE		Parked	11,000.00	
179	2007	Vanguard	Trailer - 53' Van		5V8VA53237M705968	SR 4457	GE Capital GSA	GE		Parked	11,000.00	
181	2003	Wabash	Trailer - 53' Van		1JJV532W43L824748	SH 2599	GE Capital GSA	GE		Parked	4,500.00	
183	2003	Wabash	Trailer - 53' Van		1JJV532W63L824749	SH 2598	GE Capital GSA	GE		Parked	4,500.00	
185	2003	Wabash	Trailer - 53' Van		1JJV532W63L824752	SX 6826	GE Capital GSA	GE		In Transit	4,500.00	
187	2003	Stoughton	Trailer - 53' Van		1DW1A53263S609110	SH 2600	GE Capital GSA	GE		In Transit	4,500.00	
189	2003	Stoughton	Trailer - 53' Van		1DW1A53283S609111	SH 2601	GE Capital GSA	GE		In Transit	4,500.00	
191	2003	Stoughton	Trailer - 53' Van		1DW1A532X3S609112	SH 2602	GE Capital GSA	GE		Parked	4,500.00	
193	2003	Wabash D/Plate	Trailer - 53' Van		1JJV532W52L784694	SH 3288	GE Capital GSA	GE		In Transit	5,000.00	
195	2003	Wabash D/Plate	Trailer - 53' Van		1JJV532W63L846685	SH 3286	GE Capital GSA	GE		In Transit	5,000.00	
197	2003	Wabash D/Plate	Trailer - 53' Van		1JJV532W83L857252	SH 3287	GE Capital GSA	GE		Parked	5,000.00	
199C	2009	Stoughton	Trailer - 53' Van		1DW1A53229B127856	SX7449	STOUGHTON LEASE # 210:	Stoughton		Parked	15,000.00	
201	2003	Stoughton	Trailer - 53' Van		1DW1A53203B627702	SH 2604	GE Capital GSA	GE		Stranded	-	no allocation
203	2003	Stoughton	Trailer - 53' Van		1DW1A53223B627703	SH 2605	GE Capital GSA	GE		Parked	4,500.00	
205	2007	Vanguard	Trailer - 53' Van		5V8VA53257M705969	SR 4458	GE Capital GSA	GE		Parked	11,000.00	
207	2003	Wabash	Trailer - 53' Van		1JJV532W83L847059	SH 3986	GE Capital GSA	GE		Parked	4,500.00	
209	2003	Wabash D/Plate	Trailer - 53' Van		1JJV532W63L857301	SY 4788	GE Capital GSA	GE		Parked	4,750.00	
211	2003	Wabash D/Plate	Trailer - 53' Van		1JJV532WX3L857303	SH 4317	GE Capital GSA	GE		Parked	4,750.00	
213	2005	Stoughton	Trailer - 53' Van		1DW1A53285S757102	SH 4354	GE Capital GSA	GE		In Transit	7,000.00	
215	2005	Stoughton	Trailer - 53' Van		1DW1A53265S757101	SH 4353	GE Capital GSA	GE		Stranded	-	no allocation
217	2004	Wabash	Trailer - 53' Van		1JJV532W64L846848	SH 4679	GE Capital GSA	GE		Parked	6,000.00	
219	2003	Wabash D/Plate	Trailer - 53' Van		1JJV532W03L843846	SH 5396	GE Capital GSA	GE		Parked	5,000.00	
221	2005	DI-Mond	Trailer - 53' Van		2DM421A485M001204	SH 5078	GE Capital GSA	GE		Stranded	-	no allocation
223	2003	Wabash	Trailer - 53' Van		1JJV532W63L847061	SH 3987	GE Capital GSA	GE		Parked	4,500.00	
225	2004	Trailmobile	Trailer - 53' Van		2MN01JAH041007398	SH 5121	GE Capital GSA	GE		In Transit	4,000.00	
227	2005	Great Dane	Trailer - 53' Van		1GRAA06285T516516	SH 5126	GE Capital GSA	GE		Parked	7,000.00	
229	2005	Stoughton	Trailer - 53' Van		1DW1A53225B796106	SH5322	GE Capital GSA	GE		Parked	7,000.00	
231	2005	Stoughton	Trailer - 53' Van		1DW1A53205B796105	SH5321	GE Capital GSA	GE		Parked	7,000.00	
233	2005	DI-Mond	Trailer - 53' Van		2DM421A495M005102	SH5432	GE Capital GSA	GE		Parked	6,000.00	
235	2005	Trailmobile	Trailer - 53' Van		2MN01JAH951000385	SH5431	Beaver Truck Centre	Beaver		Parked	7,000.00	
237	2005	Trailmobile	Trailer - 53' Van		2MN01JAH351000365	SH5492	Beaver Truck Centre	Beaver		Parked	7,000.00	
239	2005	Trailmobile	Trailer - 53' Van		2MN01JAH751006301	SH5569	Beaver Truck Centre	Beaver		Parked	7,000.00	
241	2005	Trailmobile	Trailer - 53' Van		2MN01JAH551006300	SH5568	Beaver Truck Centre	Beaver		Parked	7,000.00	
243	2006	Great Dane	Trailer - 53' Van		1GRAA06236K274547	SM4343	GE Capital GSA	GE		Parked	8,000.00	
245	2005	Trailmobile	Trailer - 53' Van		2MN01JAH851006307	SG1901	GE Capital GSA	GE		Parked	7,000.00	
247	2006	Trailmobile	Trailer - 53' Van		2MN01JAH661002404	SG1902	GE Capital GSA	GE		Stranded	-	no allocation
249	2006	Trailmobile	Trailer - 53' Van		2MN01JAH861002405	SG1903	GE Capital GSA	GE		Parked	9,000.00	
251	2006	Trailmobile	Trailer - 53' Van		2MN01JAHX61002406	SG1904	GE Capital GSA	GE		Parked	9,000.00	
253	2007	Utility	Trailer - 53' Van		1UYVS25397P100017	SM9500	GE Capital GSA	GE		Parked	11,000.00	
255	2007	Utility	Trailer - 53' Van		1UYVS25307P100018	SM9501	GE Capital GSA	GE		In Transit	11,000.00	
257	2001	Wabash	Trailer - 53' Van		1JJV532W81F756076	SR1404	GE Capital GSA	GE		In Transit	3,000.00	
259	2007	Vanguard	Trailer - 53' Van		5V8VA53297M708096	SR1924	GE Capital GSA	GE		In Transit	11,000.00	
261	2007	Vanguard	Trailer - 53' Van		5V8VA53207M708097	SR1925	GE Capital GSA	GE		Stranded	-	no allocation
263	2007	Vanguard	Trailer - 53' Van		5V8VA53227M708098	SR1926	GE Capital GSA	GE		Stranded	-	no allocation
265	2007	Vanguard	Trailer - 53' Van		5V8VA53247M708099	SR1927	GE Capital GSA	GE		Parked	11,000.00	
267	2007	Utility	Trailer - 53' Van		1UYVS25307G239601	SR3208	GE Capital GSA	GE		Parked	11,000.00	
269	2007	Utility	Trailer - 53' Van		1UYVS25327G239602	SR3209	GE Capital GSA	GE		In Transit	11,000.00	
271	2007	Utility	Trailer - 53' Van		1UYVS25347G239603	SR3210	GE Capital GSA	GE		Parked	11,000.00	
273	2007	Utility	Trailer - 53' Van		1UYVS25367G239604	SR3211	GE Capital GSA	GE		In Transit	11,000.00	
275	2007	Vanguard	Trailer - 53' Van		5V8VA53217M705970	SR 4459	GE Capital GSA	GE		Parked	11,000.00	
277	2007	Vanguard	Trailer - 53' Van		5V8VA53257M708306	SR6312	GE Capital GSA	GE		Parked	11,000.00	
279	2007	Vanguard	Trailer - 53' Van		5V8VA53277M708307	SR6313	GE Capital GSA	GE		In Transit	11,000.00	
281	2007	Vanguard	Trailer - 53' Van		5V8VA53297M708308	SR6314	GE Capital GSA	GE		Parked	11,000.00	
283	2007	Vanguard	Trailer - 53' Van		5V8VA53207M708309	SR6315	GE Capital GSA	GE		In Transit	11,000.00	
285	2007	Vanguard	Trailer - 53' Van		5V8VA53277M708310	SR6316	GE Capital GSA	GE		Parked	11,000.00	
287	1999	Great Dane	Trailer - 53' Van		1GRAA0620XB195001	SR4510	GE Capital GSA	GE		Stranded	-	no allocation

In the Matter of the Receivership of Paramount Truck Lines Ltd.
Schedule 1 - Summary of Appraised Values - Fleet assets

Unit Number	Model Year	Make	Body Style	Model	Serial Number	Plate Number	Liens / Financing	Lessor for Allocation	COMM #	Status on Date of Receivership	Midpoint of Appraised Value	
289	2004	Manac	Trailer - 53' Van		2M592161047093793	SX1823	GE Capital GSA	GE		In Transit	5,500.00	
291	2004	Manac	Trailer - 53' Van		2M592161647093796	SX1824	GE Capital GSA	GE		Parked	5,500.00	
293	2005	Wabash	Trailer - 53' Van		1JJV532W95L922533	SX1825	GE Capital GSA	GE		Stranded	-	no allocation
295	2005	Wabash	Trailer - 53' Van		1JJV532W65L927821	SX1826	GE Capital GSA	GE		Stranded	-	no allocation
297C	2009	Stoughton	Trailer - 53' Van		1DW1A53239S109317	SX3489	STOUGHTON LEASE # 209	Stoughton		Parked	15,000.00	
299C	2009	Stoughton	Trailer - 53' Van		1DW1A53259S109318	SX3490	STOUGHTON LEASE # 209	Stoughton		Parked	15,000.00	
301C	2009	Stoughton	Trailer - 53' Van		1DW1A53279S109319	SX3491	STOUGHTON LEASE # 209	Stoughton		Parked	15,000.00	
303C	2009	Stoughton	Trailer - 53' Van		1DW1A53239S109320	SX3492	STOUGHTON LEASE # 209	Stoughton		Parked	15,000.00	
305C	2009	Stoughton	Trailer - 53' Van		1DW1A53259S109321	SX3493	STOUGHTON LEASE # 209	Stoughton		Parked	15,000.00	
307C	2009	Stoughton	Trailer - 53' Van		1DW1A53279S109322	SX3494	STOUGHTON LEASE # 209	Stoughton		In Transit	15,000.00	
309C	2009	Stoughton	Trailer - 53' Van		1DW1A53299S109323	SX3495	STOUGHTON LEASE # 209	Stoughton		Parked	15,000.00	
311C	2009	Stoughton	Trailer - 53' Van		1DW1A53209S109324	SX3496	STOUGHTON LEASE # 209	Stoughton		In Transit	15,000.00	
313C	2009	Stoughton	Trailer - 53' Van		1DW1A53229S109325	SX3497	STOUGHTON LEASE # 209	Stoughton		Parked	15,000.00	
315C	2009	Stoughton	Trailer - 53' Van		1DW1A53249S109326	SX3498	STOUGHTON LEASE # 209	Stoughton		Parked	15,000.00	
317C	2009	Wabash	Trailer - 53' Van		1JJV532W29L316920	SX3519	CIT Financial Contract# 80	CIT		Parked	15,000.00	
319C	2009	Wabash	Trailer - 53' Van		1JJV532W49L316921	SX3520	CIT Financial Contract# 80	CIT		Parked	15,000.00	
321C	2009	Wabash	Trailer - 53' Van		1JJV532W69L316922	SX3521	CIT Financial Contract# 80	CIT		Parked	15,000.00	
323C	2009	Wabash	Trailer - 53' Van		1JJV532W89L316923	SX3522	CIT Financial Contract# 80	CIT		Parked	15,000.00	
325H	2007	Trailmobile	Trailer - 53' Van		2MN01JAHX71002990	SX3524	CIT Financial Contract# 80	CIT		Parked	11,000.00	
327H	2007	Trailmobile	Trailer - 53' Van		2MN01JAH371002992	SX3525	CIT Financial Contract# 80	CIT		Parked	11,000.00	
329H	2005	Trailmobile	Trailer - 53' Van		2MN01JAH551009620	SX4189	CIT Financial Contract# 80	CIT		Parked	7,000.00	
331H	2005	Trailmobile	Trailer - 53' Van		2MN01JAH551009617	SX3543	CIT Financial Contract# 80	CIT		Parked	7,000.00	
333H	2006	Great Dane	Trailer - 53' Van		1GRAA06206T523848	SX3539	CIT Financial Contract# 80	CIT		Parked	9,500.00	
335H	2007	Stoughton	Trailer - 53' Van		1DW1A53237S955203	SX4323	CIT Financial Contract# 80	CIT		Parked	11,000.00	
337C	2009	Stoughton	Trailer - 53' Van		1DW1A53249B127857	SX7450	STOUGHTON LEASE # 210	Stoughton		In Transit	15,000.00	
339C	2009	Stoughton	Trailer - 53' Van		1DW1A53289B127859	SX7451	STOUGHTON LEASE # 210	Stoughton		Parked	15,000.00	
341C	2009	Stoughton	Trailer - 53' Van		1DW1A53249B127860	SX7452	STOUGHTON LEASE # 210	Stoughton		Parked	15,000.00	
343C	2009	Stoughton	Trailer - 53' Van		1DW1A53269B127861	SX7453	STOUGHTON LEASE # 210	Stoughton		Stranded	-	no allocation
345C	2009	Stoughton	Trailer - 53' Van		1DW1A53289B127862	SX7454	STOUGHTON LEASE # 210	Stoughton		Parked	15,000.00	
347C	2009	Stoughton	Trailer - 53' Van		1DW1A532X9B127863	SX7455	STOUGHTON LEASE # 210	Stoughton		Parked	15,000.00	
349C	2009	Stoughton	Trailer - 53' Van		1DW1A53239B127865	SX7456	STOUGHTON LEASE # 210	Stoughton		Parked	15,000.00	
351C	2009	Stoughton	Trailer - 53' Van		1DW1A53259B127866	SX7457	STOUGHTON LEASE # 210	Stoughton		Parked	15,000.00	
353C	2009	Stoughton	Trailer - 53' Van		1DW1A53279B127867	SX7458	STOUGHTON LEASE # 210	Stoughton		Parked	15,000.00	
355C	2011	Stoughton	Trailer - 53' Van		1DW1A5327B222046	SX9495	STOUGHTON LEASE # 210	Stoughton		Parked	17,000.00	
357C	2011	Stoughton	Trailer - 53' Van		1DW1A5329B222047	SX9496	STOUGHTON LEASE # 210	Stoughton		Parked	17,000.00	
359C	2011	Stoughton	Trailer - 53' Van		1DW1A5320B222048	SX9497	STOUGHTON LEASE # 210	Stoughton		Parked	17,000.00	
361C	2011	Stoughton	Trailer - 53' Van		1DW1A5322B222049	SX9498	STOUGHTON LEASE # 210	Stoughton		Parked	17,000.00	
363C	2011	Stoughton	Trailer - 53' Van		1DW1A5329B222050	SX9499	STOUGHTON LEASE # 210	Stoughton		Parked	17,000.00	
365C	2011	Stoughton	Trailer - 53' Van		1DW1A5320B222051	SX9500	STOUGHTON LEASE # 210	Stoughton		Parked	17,000.00	
367C	2011	Stoughton	Trailer - 53' Van		1DW1A5322B222052	SX9501	STOUGHTON LEASE # 210	Stoughton		Parked	17,000.00	
369C	2011	Stoughton	Trailer - 53' Van		1DW1A5324B222053	SX9502	STOUGHTON LEASE # 210	Stoughton		Parked	17,000.00	
371C	2011	Stoughton	Trailer - 53' Van		1DW1A5326B222054	SX9503	STOUGHTON LEASE # 210	Stoughton		Stranded	-	no allocation
373C	2011	Stoughton	Trailer - 53' Van		1DW1A5328B222055	SX9504	STOUGHTON LEASE # 210	Stoughton		Parked	17,000.00	
											$ 3,268,500.00	

Total Appraised Value, sorted by "Lessor for Allocation"		
GE	$	1,824,000
Stoughton		438,000
Beaver		201,500
CIT		388,500
Daimler		416,500
BDC		-
	$	3,268,500

SCHEDULE 2

IN THE MATTER OF THE RECEIVERSHIP OF PARAMOUNT TRUCK LINES LTD.
DIRECT COSTS - HIGHWAY TRUCKS

Trucks	Unit Number	Model Year	Make	Model	Serial Number	Plate Number	Liens / Financing	COMM #	Status on Date of Receivership	Esso USD	Esso CAD	Esso Total	Ernst & Young Amex USD	Ernst & Young Amex CAD	Ernst & Young Amex Total	Tcheck USD	Tcheck CAD	Tcheck Total	Summary of Costs Incurred: Fuel [1]	Repairs [2]	Driver Costs [3]	Total Costs	Garage Keeper Liens	Trailer [4]	Tractor Average Appraised Value	Satellite Est Value
1	1007	2007	Freightliner	CL120	1FUJA6CV77LW14167	PBR 911	GE Capital GSA	150101781	In Transit										-		2,089.54	2,089.54			24,000.00	850.00
2	1029	2009	Freightliner	CASCADIA	1FUJGLCV29LAB8964	PBT 616	GE Capital Contract# 1500114	105101718	Repairs										-	5,000.00		5,000.00			47,500.00	850.00
3	1049	2009	Freightliner	CASCADIA	1FUJGLCV49LAB8965	PBT 617	GE Capital Contract# 1500114	105101735	In Transit	1,008.02		979.23							979.23		4,046.88	5,026.11		187	47,500.00	850.00
5	1085	2005	Volvo	VNL64T670	4V4NC9TG55N381983	PBX106	GE Capital Contract# 1500114	105101734	In Transit			-				1,850.44		1,797.59	1,797.59		1,453.88	3,251.47		151	15,500.00	850.00
6	1105	2005	Volvo	VNL64T670	4V4NC9TG45N381960	PCA 468	GE Capital Contract# 1500114	105102659	In Transit	855.08		830.66						-	830.66		3,794.86	4,625.52		131	15,500.00	850.00
7	1127	2007	Freightliner	CL120	1FUJA6CV97LW14168	PBR 810	GE Capital GSA	105103536	In Transit			-			327.72	518.00	549.76	1,052.97	1,380.69		3,542.63	4,923.32		155	29,500.00	850.00
8	1147	2007	Freightliner	CL120	1FUJA6CV07LW14169	PBK 055	GE Capital GSA	105101758	Parked			-						-	-			-			29,500.00	850.00
9	1167	2007	Freightliner	CL120	1FUJA6CV77LW14170	PBK 056	GE Capital GSA	105103331	Parked			-						-	-			-			29,500.00	850.00
10	1187	2007	Freightliner	CL120	1FUJA6CV27LW14173	PBR 912	GE Capital GSA	105101743	Parked			-						-	-			-			29,500.00	850.00
11	1207	2007	Volvo	VNL64T630	4V4NC9GHX7N447577	PBK 088	Beaver Truck Centre	105101901	In Transit			-						-	-		2,157.00	2,157.00			27,000.00	850.00
12	1227	2007	Freightliner	CL120	1FUJA6CV27LY76310	PBP259	Daimler Chrysler Contract# 32	105101716	In Transit	921.89		895.56				197.47		191.83	1,087.39		2,838.10	3,925.49		C377475	28,000.00	850.00
13	1247	2007	Volvo	VNL64T630	4V4NC9GH17N447578	PBK 089	Beaver Truck Centre	105101792	Parked			-						-	-			-			27,500.00	850.00
14	1265	2005	Volvo	VNL64T670	4V4NC9TGX5N381977	PBZ175	GE Capital Contract# 1500114	105103448	Parked			-						-	-			-			2,500.00	850.00
15	1287	2007	Volvo	VNL64T630	4V4NC9GH37N447579	PBK 090	Beaver Truck Centre	105101731	In Transit			-				782.90		760.54	760.54		6,043.70	6,804.24		165	28,000.00	850.00
16	1308	2008	Volvo	VNL64T630	4V4NC9EJ88N262497	PBR 777	CIT Financial Contract# 800-04	105102623	In Transit			-				349.94		339.95	339.95		3,657.85	3,997.80		225	37,500.00	850.00
17	1325	2005	Volvo	VNL64T670	4V4NC9TG25N381990	PBZ265	GE Capital Contract# 1500114	105103354	Parked			-						-	-			-			15,500.00	850.00
18	1348	2008	Volvo	VNL64T630	4V4NC9EJ48N262500	PBR 778	CIT Financial Contract# 800-04	105103319	Parked			-						-	-			-			37,500.00	850.00
19	1365	2005	Volvo	VNL64T670	4V4NC9TG85N381993	PCC758	GE Capital Contract# 1500114	105101768	In Transit	1,044.12		1,014.30				762.60		740.82	1,755.12	1,496.11	2,862.64	6,113.87		213	15,500.00	850.00
20	1387	2007	Volvo	VNL64T630	4V4NC9GHX7N447580	PBK 091	Beaver Truck Centre	105103784	Parked			-						-	-			-			26,000.00	850.00
21	1407	2007	Volvo	VNL64T630	4V4NC9GH17N447581	PBK 092	Beaver Truck Centre	105103318	In Transit	816.49		793.17				426.50	223.08	637.40	1,430.57		4,038.55	5,469.12		133	27,000.00	850.00
22	1427	2007	Volvo	VNL64T630	4V4NC9GH37N447582	PBK 093	Beaver Truck Centre	105101714	Parked			-						-	-			-			27,000.00	850.00
23	1442	2002	Volvo	VNL64T610	4V4NC9GH52N330188	PAS 167	GE Capital GSA	105101791	Parked			-						-	-			-			10,000.00	850.00
24	1467	2007	Freightliner	CL120	1FUJA6CV47LY76311	PBP260	Daimler Chrysler Contract# 32	105101719	Parked			-						-	-			-			30,000.00	850.00
25	1489	2009	Volvo	VNL64T630	4V4NC9EJ79N271192	PBT 435	CIT Financial Contract# 800-04	105101729	In Transit			-				623.86		606.04	606.04		4,040.63	4,646.67		289	49,500.00	850.00
26	1505	2005	Volvo	VNL64T670	4V4NC9TG25N382024	PCB 077	GE Capital Contract# 1500114	105101728	Parked			-						-	-			-			15,500.00	850.00
27	1529	2009	Volvo	VNL64T630	4V4NC9EJ09N271194	PBT 436	CIT Financial Contract# 800-04	105103385	Parked			-						-	-			-			50,500.00	850.00
29	1563	2003	Volvo	VNL64T610	4V4NC9GH13N345109	PAU 310	GE Capital GSA	105101752	Parked			-						-	-			-			11,000.00	850.00
30	1583	2003	Volvo	VNL64T610	4V4NC9GH83N345110	PAU 311	GE Capital GSA	105101724	In Transit		221.11	221.11						-	221.11		1,357.63	1,578.74		195	11,000.00	850.00
32	1623	2003	Volvo	VNL64T610	MBPGSIN6539	PCA 164	Beaver Truck Centre	105101721	Parked			-						-	-			-			11,000.00	850.00
33	1643	2003	Volvo	VNL64T610	4V4NC9GH43N345153	PAU 314	GE Capital GSA	105103450	Parked			-						-	-			-			11,000.00	850.00
34	1669	2009	Volvo	VNL64T630	4V4NC9EJ99N271193	PBT 437	CIT Financial Contract# 800-04	105103321	Parked			-						-	-			-			49,500.00	850.00
35	1687	2007	Freightliner	CL120	1FUJA6CV67LY76312	PBP261	Daimler Chrysler Contract# 32	105101759	In Transit		1,038.81	1,038.81						-	1,038.81		3,105.51	4,144.32		283	29,500.00	850.00
36	1707	2007	Freightliner	CL120	1FUJA6CV87LY76313	PCC759	Daimler Chrysler Contract# 32	105101723	Stranded			-						-	-			-		269	29,500.00	850.00
37	1727	2007	Freightliner	CL120	1FUJA6CVX7LY76314	PBP263	Daimler Chrysler Contract# 32	105101793	In Transit	565.49		549.34				883.96		858.71	1,408.05		2,750.06	4,158.11		163	29,500.00	850.00
38	1745	2005	Volvo	VNL64T670	4V4NC9GHX5N384347	PBR 498	GE Capital GSA	105101762	Parked			-						-	-			-			14,000.00	850.00
39	1764	2004	Volvo	VNL64T630	4V4NC9GH54N366353	PBF 024	GE Capital GSA	105101774	Parked			-						-	-			-			15,500.00	850.00
40	1784	2004	Volvo	VNL64T630	4V4NC9GH74N366354	PAX 879	GE Capital GSA	105101717	Parked			-						-	-			-			14,000.00	850.00
41	1804	2004	Volvo	VNL64T630	4V4NC9GH94N366355	PAX 880	GE Capital GSA	105103376	Parked			-						-	-			-	2,578.40		14,000.00	850.00
42	1824	2004	Volvo	VNL64T630	4V4NC9GH04N366356	PBR 812	GE Capital GSA	105101744	Parked			-						-	-			-			14,000.00	850.00
43	1844	2004	Volvo	VNL64T630	4V4NC9GH24N366357	PBX254	GE Capital GSA	105101888	Parked			-						-	-			-			15,500.00	850.00
44	1865	2005	Volvo	VNL64T670	4V4NC9TG35N381996	PBX107	GE Capital GSA	105103447	Parked			-						-	-			-			15,500.00	850.00
45	1885	2005	Volvo	VNL64T630	4V4NC9GH05N380792	PBA 639	GE Capital GSA	105103531	Parked			-						-	-			-			1,500.00	850.00
46	1905	2005	Volvo	VNL64T630	4V4NC9GH25N380793	PBR 761	GE Capital GSA	105101885	In Transit	798.51		775.70				202.76		196.97	972.67	670.67	3,760.52	5,403.86		113	15,500.00	850.00
47	1925	2005	Volvo	VNL64T630	4V4NC9GH45N380794	PCB400	GE Capital GSA	105103391	In Transit			-						-	-		3,117.57	3,117.57		255	15,500.00	850.00
48	1945	2005	Volvo	VNL64T630	4V4NC9GH65N380795	PBA 642	GE Capital GSA	105101795	Parked			-						-	-			-			15,500.00	850.00
49	1965	2005	Volvo	VNL64T630	4V4NC9GH85N380796	PCA568	GE Capital GSA	105101764	In Transit			-						-	-		2,707.96	2,707.96		193	15,500.00	850.00
50	2026	2006	Freightliner	CL120	1FUJA6CV86LW14161	PBE065	GE Capital GSA	105102663	Parked			-						-	-			-			24,000.00	850.00
51	2086	2006	Freightliner	CL120	1FUJA6CV16LW14163	PBE714	GE Capital GSA	105102626	Parked			-						-	-			-		343c	24,000.00	850.00
52	2146	2006	Freightliner	CL120	1FUJA6CV76LW14166	PBE717	GE Capital GSA	105103482	Parked			-						-	-			-			24,000.00	850.00
53	2166	2006	Freightliner	CL120	1FUJA6CV26LW14172	PBE718	GE Capital GSA	105101966	In Transit			-					827.62	827.62	827.62		3,574.83	4,402.45		279	24,000.00	850.00
54	2186	2006	Volvo	VNL64T630	4V4NC9GH26N433333	PBF 122	GE Capital GSA	105101994	In Transit		771.64	771.64						-	771.64		5,418.31	6,189.95		103	26,000.00	850.00
55	2206	2006	Volvo	VNL64T630	4V4NC9GH46N433334	PBF 457	GE Capital GSA	105103382	Parked			-						-	-			-			26,000.00	850.00
56	2226	2006	Volvo	VNL64T630	4V4NC9GH66N433335	PBF 458	GE Capital GSA	105103346	In Transit	800.00		777.15						-	777.15		3,914.95	4,692.10		147	26,000.00	850.00
57	2246	2006	Volvo	VNL64T630	4V4NC9GH86N433336	PBF 459	GE Capital GSA	105103439	In Transit			-				1,102.66		1,071.17	1,071.17		4,600.84	5,672.01	6,990.92		22,000.00	850.00
58	2266	2006	Volvo	VNL64T630	4V4NC9GHX6N433337	PBF 460	GE Capital GSA	105103497	In Transit	896.00		870.41						-	870.41		4,860.57	5,730.98			24,000.00	850.00
59	2285	2005	Volvo	VNL64T670	4V4NC9GH15N384365	PCB097	GE Capital GSA	105103398	Parked			-						-	-			-			15,500.00	850.00
60	2305	2005	Volvo	VNL64T670	4V4NC9GH75N384371	PBU 629	GE Capital GSA	105103358	Parked			-						-	-			-			16,500.00	850.00
61	2329	2009	Volvo	VNL64T630	4V4NC9EJ29N271195	PBT 438	CIT Financial Contract# 800-04	105103508	Parked			-						-	-			-			47,500.00	850.00
62	2349	2009	Freightliner	CASCADIA	1FUJGLCV69LAB8966	PBT 618	GE Capital Contract# 1500114	105101736	Parked			-						-	-			-			49,500.00	850.00
63	2369	2009	Freightliner	CASCADIA	1FUJGLCV89LAB8967	PBT 619	GE Capital Contract# 1500114	105103484	Parked			-						-	-			-			49,500.00	850.00
64	2389	2009	Freightliner	CASCADIA	1FUJGLCVX9LAB8968	PBT 620	GE Capital Contract# 1500114	105103271	In Transit	823.00		799.49					489.04	489.04	1,288.53		4,570.04	5,858.57		205	49,500.00	850.00
65	2409	2009	Freightliner	CASCADIA	1FUJGLCV19LAB8969	PBT 621	GE Capital Contract# 1500114	105102665	In Transit	763.10		741.31						-	741.31		2,783.49	3,524.80		299c	49,500.00	850.00
4	10610	2010	Freightliner	CASCADIA	1FUJGLDR6ASAR6454	PBZ826	Daimler Chrysler Contract# 45	105101531	Repairs			-						-	-			-			67,500.00	850.00
28	15410	2010	Freightliner	CASCADIA	1FUJGLDR8ASAR6455	PCB098	Daimler Chrysler Contract# 45	105103445	In Transit	687.23		667.60						-	667.60		5,343.54	6,011.14		273	67,500.00	850.00
31	16010	2010	Freightliner	CASCADIA	FUJGLDRXASAR6456	PBY102	Daimler Chrysler Contract# 45	105103523	Parked			-						-	-			-			67,500.00	850.00
66	24210	2010	Freightliner	CASCADIA	1FUJGLDR1ASAR6457	PCA166	Daimler Chrysler Contract# 45	105103349	In Transit	908.63		882.68						-	882.68		1,648.91	2,531.59		259	67,500.00	850.00

Trucks	Unit Number	Model Year	Make	Model	Serial Number	Plate Number	Liens / Financing	COMM #	Status on Date of Receivership
67	24410	2010	Freightliner	CASCADIA	1FUJGLDR3ASAR6458	PBZ550	Daimler Chrysler Contract# 45	105102674	In Transit
68	24610	2010	Volvo	VNL64T630	4V4NC9EJ7AN291690	PBY211	GE Capital Contract# 1200063	105103442	In Transit
69	24810	2010	Volvo	VNL64T630	4V4NC9EJ9AN291691	PBY212	GE Capital Contract# 1200063	105103500	Parked
70	25010	2010	Volvo	VNL64T630	4V4NC9EJ0AN291692	PBY213	GE Capital Contract# 1200063	105102655	Parked
71	25210	2010	Volvo	VNL64T630	4V4NC9EJ2AN291693	PBY214	GE Capital Contract# 1200063	105102642	In Transit
72	25410	2010	Volvo	VNL64T630	4V4NC9EJ4AN291694	PBY205	GE Capital Contract# 1200063	105103322	Parked
Totals									

Trucks	Esso USD	Esso CAD	Esso Total	Ernst & Young Amex USD	Ernst & Young Amex CAD	Ernst & Young Amex Total	Tcheck USD	Tcheck CAD	Tcheck Total
67			-				990.31	401.50	1,363.53
68	963.00		935.50				627.19	311.40	920.68
69			-						-
70			-						-
71			-						-
72			-						-
Totals			13,543.66			327.72			11,854.85

Summary of Costs Incurred

Trucks	Fuel [1]	Repairs [2]	Driver Costs [3]	Total Costs	Garage Keeper Liens	Trailer [4]	Tractor Average Appraised Value	Satellite Est Value
67	1,363.53		3,253.28	4,616.81		185	67,500.00	850.00
68	1,856.17		5,708.98	7,565.15		125	66,500.00	850.00
69	-			-			66,500.00	850.00
70	-			-			66,500.00	850.00
71	-		4,376.09	4,376.09		257	66,500.00	850.00
72	-			-			66,500.00	850.00
Totals	25,726.23	7,166.78	107,419.34	140,312.35	9,569.32			

Notes:
1.) Fuel cost were compiled based on amounts purchased on the Company's Esso and Tcheck cards from the period of June 1, 2011 to June 10, 2011.
2.) Repair costs were compiled based on amounts paid via credit card during the period of June 1, 2011 to June 10, 2011.
3.) Driver costs consist of the total payroll payments during the period of June 1, 2011 to June 10, 2011 for payroll arrears and amounts owing for the period of June 1, 2011 to June 10, 2011.
4.) The trailer's were matched to specific trucks by using the Company's preplanning outbound/inbound report at June 1, 2011.
5.) The foreign exchange rate used for USD transactions is 1CAD = 1.0294USD

Allocation Summary	Costs to be allocated	Garagekeeper's Liens
GE Equipment	$ 92,967.90	$ 9,569.32
Leasebank (allocated to GE)	1,314.91	-
subtotal GE	94,282.81	9,569.32
Beaver Truck Centre	12,845.91	-
CIT	7,658.32	-
Daimler Chrysler	21,934.97	-
Capital Underwriters	2,221.75	-
Stoughton	1,368.60	-
	$ 140,312.36	$ 9,569.32

SCHEDULE 2

IN THE MATTER OF THE RECEIVERSHIP OF PARAMOUNT TRUCK LINES LTD.
DIRECT COSTS - HIGHWAY TRUCKS

Allocation of Costs to Tractors, Trailers, and Sattelite Systems

Trucks	Unit Number	Model Year	Make	Model	Serial Number	Plate Number	Liens / Financing	Trailer Average Appraised Value	Total Value	Tractor Allocation	Trailer Allocation	Satellite Allocation	Tractor $	Trailer $	Satellite $	Total Costs
1	1007	2007	Freightliner	CL120	1FUJA6CV77LW14167	PBR 911	GE Capital GSA	-	24,850.00	96.58%	0.00%	3.42%	2,018.07	-	71.47	2,089.54
2	1029	2009	Freightliner	CASCADIA	1FUJGLCV29LAB8964	PBT 616	GE Capital Contract# 1500114	-	48,350.00	98.24%	0.00%	1.76%	4,912.10	-	87.90	5,000.00
3	1049	2009	Freightliner	CASCADIA	1FUJGLCV49LAB8965	PBT 617	GE Capital Contract# 1500114	4,500.00	52,850.00	89.88%	8.51%	1.61%	4,517.32	427.96	80.84	5,026.11
5	1085	2005	Volvo	VNL64T670	4V4NC9TG55N381983	PBX106	GE Capital Contract# 1500114	3,000.00	19,350.00	80.10%	15.50%	4.39%	2,604.54	504.10	142.83	3,251.47
6	1105	2005	Volvo	VNL64T670	4V4NC9TG45N381960	PCA 468	GE Capital Contract# 1500114	2,250.00	18,600.00	83.33%	12.10%	4.57%	3,854.60	559.54	211.38	4,625.52
7	1127	2007	Freightliner	CL120	1FUJA6CV97LW14168	PBR 810	GE Capital GSA	2,500.00	32,850.00	89.80%	7.61%	2.59%	4,421.24	374.68	127.39	4,923.32
8	1147	2007	Freightliner	CL120	1FUJA6CV07LW14169	PBK 055	GE Capital GSA	-	30,350.00	97.20%	0.00%	2.80%	-	-	-	-
9	1167	2007	Freightliner	CL120	1FUJA6CV77LW14170	PBK 056	GE Capital GSA	-	30,350.00	97.20%	0.00%	2.80%	-	-	-	-
10	1187	2007	Freightliner	CL120	1FUJA6CV27LW14173	PBR 912	GE Capital GSA	-	30,350.00	97.20%	0.00%	2.80%	-	-	-	-
11	1207	2007	Volvo	VNL64T630	4V4NC9GHX7N447577	PBK 088	Beaver Truck Centre	-	27,850.00	96.95%	0.00%	3.05%	2,091.17	-	65.83	2,157.00
12	1227	2007	Freightliner	CL120	1FUJA6CV27LY76310	PBP259	Daimler Chrysler Contract# 32	-	28,850.00	97.05%	0.00%	2.95%	3,809.84	-	115.66	3,925.49
13	1247	2007	Volvo	VNL64T630	4V4NC9GH17N447578	PBK 089	Beaver Truck Centre	-	28,350.00	97.00%	0.00%	3.00%	-	-	-	-
14	1265	2005	Volvo	VNL64T670	4V4NC9TGX5N381977	PBZ175	GE Capital Contract# 1500114	-	3,350.00	74.63%	0.00%	25.37%	-	-	-	-
15	1287	2007	Volvo	VNL64T630	4V4NC9GH37N447579	PBK 090	Beaver Truck Centre	3,500.00	32,350.00	86.55%	10.82%	2.63%	5,889.30	736.16	178.78	6,804.24
16	1308	2008	Volvo	VNL64T630	4V4NC9EJ88N262497	PBR 777	CIT Financial Contract# 800-04	4,000.00	42,350.00	88.55%	9.45%	2.01%	3,539.96	377.60	80.24	3,997.80
17	1325	2005	Volvo	VNL64T670	4V4NC9TG25N381990	PBZ265	GE Capital Contract# 1500114	-	16,350.00	94.80%	0.00%	5.20%	-	-	-	-
18	1348	2008	Volvo	VNL64T630	4V4NC9EJ48N262500	PBR 778	CIT Financial Contract# 800-04	-	38,350.00	97.78%	0.00%	2.22%	-	-	-	-
19	1365	2005	Volvo	VNL64T670	4V4NC9TG85N381993	PCC758	GE Capital Contract# 1500114	7,000.00	23,350.00	66.38%	29.98%	3.64%	4,058.46	1,832.85	222.56	6,113.87
20	1387	2007	Volvo	VNL64T630	4V4NC9GHX7N447580	PBK 091	Beaver Truck Centre	-	26,850.00	96.83%	0.00%	3.17%	-	-	-	-
21	1407	2007	Volvo	VNL64T630	4V4NC9GH17N447581	PBK 092	Beaver Truck Centre	2,500.00	30,350.00	88.96%	8.24%	2.80%	4,865.44	450.50	153.17	5,469.12
22	1427	2007	Volvo	VNL64T630	4V4NC9GH37N447582	PBK 093	Beaver Truck Centre	-	27,850.00	96.95%	0.00%	3.05%	-	-	-	-
23	1442	2002	Volvo	VNL64T610	4V4NC9GH52N330188	PAS 167	GE Capital GSA	-	10,850.00	92.17%	0.00%	7.83%	-	-	-	-
24	1467	2007	Freightliner	CL120	1FUJA6CV47LY76311	PBP260	Daimler Chrysler Contract# 32	-	30,850.00	97.24%	0.00%	2.76%	-	-	-	-
25	1489	2009	Volvo	VNL64T630	4V4NC9EJ79N271192	PBT 435	CIT Financial Contract# 800-04	5,500.00	55,850.00	88.63%	9.85%	1.52%	4,118.36	457.60	70.72	4,646.67
26	1505	2005	Volvo	VNL64T670	4V4NC9TG25N382024	PCB 077	GE Capital Contract# 1500114	-	16,350.00	94.80%	0.00%	5.20%	-	-	-	-
27	1529	2009	Volvo	VNL64T630	4V4NC9EJ09N271194	PBT 436	CIT Financial Contract# 800-04	-	51,350.00	98.34%	0.00%	1.66%	-	-	-	-
29	1563	2003	Volvo	VNL64T610	4V4NC9GH13N345109	PAU 310	GE Capital GSA	-	11,850.00	92.83%	0.00%	7.17%	-	-	-	-
30	1583	2003	Volvo	VNL64T610	4V4NC9GH83N345110	PAU 311	GE Capital GSA	5,000.00	16,850.00	65.28%	29.67%	5.04%	1,030.63	468.47	79.64	1,578.74
32	1623	2003	Volvo	VNL64T610	MBPGSIN6539	PCA 164	Beaver Truck Centre	-	11,850.00	92.83%	0.00%	7.17%	-	-	-	-
33	1643	2003	Volvo	VNL64T610	4V4NC9GH43N345153	PAU 314	GE Capital GSA	-	11,850.00	92.83%	0.00%	7.17%	-	-	-	-
34	1669	2009	Volvo	VNL64T630	4V4NC9EJ99N271193	PBT 437	CIT Financial Contract# 800-04	-	50,350.00	98.31%	0.00%	1.69%	-	-	-	-
35	1687	2007	Freightliner	CL120	1FUJA6CV67LY76312	PBP261	Daimler Chrysler Contract# 32	11,000.00	41,350.00	71.34%	26.60%	2.06%	2,956.65	1,102.48	85.19	4,144.32
36	1707	2007	Freightliner	CL120	1FUJA6CV87LY76313	PCC759	Daimler Chrysler Contract# 32	11,000.00	41,350.00	71.34%	26.60%	2.06%	-	-	-	-
37	1727	2007	Freightliner	CL120	1FUJA6CVX7LY76314	PBP263	Daimler Chrysler Contract# 32	3,500.00	33,850.00	87.15%	10.34%	2.51%	3,623.76	429.94	104.41	4,158.11
38	1745	2005	Volvo	VNL64T670	4V4NC9GHX5N384347	PBR 498	GE Capital GSA	-	14,850.00	94.28%	0.00%	5.72%	-	-	-	-
39	1764	2004	Volvo	VNL64T630	4V4NC9GH54N366353	PBF 024	GE Capital GSA	-	16,350.00	94.80%	0.00%	5.20%	-	-	-	-
40	1784	2004	Volvo	VNL64T630	4V4NC9GH74N366354	PAX 879	GE Capital GSA	-	14,850.00	94.28%	0.00%	5.72%	-	-	-	-
41	1804	2004	Volvo	VNL64T630	4V4NC9GH94N366355	PAX 880	GE Capital GSA	-	14,850.00	94.28%	0.00%	5.72%	-	-	-	-
42	1824	2004	Volvo	VNL64T630	4V4NC9GH04N366356	PBR 812	GE Capital GSA	-	14,850.00	94.28%	0.00%	5.72%	-	-	-	-
43	1844	2004	Volvo	VNL64T630	4V4NC9GH24N366357	PBX254	GE Capital GSA	-	16,350.00	94.80%	0.00%	5.20%	-	-	-	-
44	1865	2005	Volvo	VNL64T670	4V4NC9TG35N381996	PBX107	GE Capital GSA	-	16,350.00	94.80%	0.00%	5.20%	-	-	-	-
45	1885	2005	Volvo	VNL64T630	4V4NC9GH05N380792	PBA 639	GE Capital GSA	-	2,350.00	63.83%	0.00%	36.17%	-	-	-	-
46	1905	2005	Volvo	VNL64T630	4V4NC9GH25N380793	PBR 761	GE Capital GSA	5,000.00	21,350.00	72.60%	23.42%	3.98%	3,923.18	1,265.54	215.14	5,403.86
47	1925	2005	Volvo	VNL64T630	4V4NC9GH45N380794	PCB400	GE Capital GSA	11,000.00	27,350.00	56.67%	40.22%	3.11%	1,766.81	1,253.87	96.89	3,117.57
48	1945	2005	Volvo	VNL64T630	4V4NC9GH65N380795	PBA 642	GE Capital GSA	-	16,350.00	94.80%	0.00%	5.20%	-	-	-	-
49	1965	2005	Volvo	VNL64T630	4V4NC9GH85N380796	PCA568	GE Capital GSA	5,000.00	21,350.00	72.60%	23.42%	3.98%	1,965.97	634.18	107.81	2,707.96
50	2026	2006	Freightliner	CL120	1FUJA6CV86LW14161	PBE065	GE Capital GSA	-	24,850.00	96.58%	0.00%	3.42%	-	-	-	-
51	2086	2006	Freightliner	CL120	1FUJA6CV16LW14163	PBE714	GE Capital GSA	15,000.00	39,850.00	60.23%	37.64%	2.13%	-	-	-	-
52	2146	2006	Freightliner	CL120	1FUJA6CV76LW14166	PBE717	GE Capital GSA	-	24,850.00	96.58%	0.00%	3.42%	-	-	-	-
53	2166	2006	Freightliner	CL120	1FUJA6CV26LW14172	PBE718	GE Capital GSA	11,000.00	35,850.00	66.95%	30.68%	2.37%	1,947.25	1,350.82	104.38	4,402.45
54	2186	2006	Volvo	VNL64T630	4V4NC9GH26N433333	PBF 122	GE Capital GSA	2,750.00	29,600.00	87.84%	9.29%	2.87%	5,437.12	575.08	177.75	6,189.95
55	2206	2006	Volvo	VNL64T630	4V4NC9GH46N433334	PBF 457	GE Capital GSA	-	26,850.00	96.83%	0.00%	3.17%	-	-	-	-
56	2226	2006	Volvo	VNL64T630	4V4NC9GH66N433335	PBF 458	GE Capital GSA	3,000.00	29,850.00	87.10%	10.05%	2.85%	4,086.92	471.57	133.61	4,692.10
57	2246	2006	Volvo	VNL64T630	4V4NC9GH86N433336	PBF 459	GE Capital GSA	-	22,850.00	96.28%	0.00%	3.72%	5,461.01	-	210.99	5,672.01
58	2266	2006	Volvo	VNL64T630	4V4NC9GHX6N433337	PBF 460	GE Capital GSA	-	24,850.00	96.58%	0.00%	3.42%	5,534.95	-	196.03	5,730.98
59	2285	2005	Volvo	VNL64T670	4V4NC9GH15N384365	PCB097	GE Capital GSA	-	16,350.00	94.80%	0.00%	5.20%	-	-	-	-
60	2305	2005	Volvo	VNL64T670	4V4NC9GH75N384371	PBU 629	GE Capital GSA	-	17,350.00	95.10%	0.00%	4.90%	-	-	-	-
61	2329	2009	Volvo	VNL64T630	4V4NC9EJ29N271195	PBT 438	CIT Financial Contract# 800-04	-	48,350.00	98.24%	0.00%	1.76%	-	-	-	-
62	2349	2009	Freightliner	CASCADIA	1FUJGLCV69LAB8966	PBT 618	GE Capital Contract# 1500114	-	50,350.00	98.31%	0.00%	1.69%	-	-	-	-
63	2369	2009	Freightliner	CASCADIA	1FUJGLCV89LAB8967	PBT 619	GE Capital Contract# 1500114	-	50,350.00	98.31%	0.00%	1.69%	-	-	-	-
64	2389	2009	Freightliner	CASCADIA	1FUJGLCVX9LAB8968	PBT 620	GE Capital Contract# 1500114	11,000.00	61,350.00	80.68%	17.93%	1.39%	4,726.97	1,050.44	81.17	5,858.57
65	2409	2009	Freightliner	CASCADIA	1FUJGLCV19LAB8969	PBT 621	GE Capital Contract# 1500114	15,000.00	65,350.00	75.75%	22.95%	1.30%	2,669.89	809.06	45.85	3,524.80
4	10610	2010	Freightliner	CASCADIA	1FUJGLDR6ASAR6454	PBZ826	Daimler Chrysler Contract# 45	-	68,350.00	98.76%	0.00%	1.24%	-	-	-	-
28	15410	2010	Freightliner	CASCADIA	1FUJGLDR8ASAR6455	PCB098	Daimler Chrysler Contract# 45	11,000.00	79,350.00	85.07%	13.86%	1.07%	5,113.45	833.30	64.39	6,011.14
31	16010	2010	Freightliner	CASCADIA	FUJGLDRXASAR6456	PBY102	Daimler Chrysler Contract# 45	-	68,350.00	98.76%	0.00%	1.24%	-	-	-	-
66	24210	2010	Freightliner	CASCADIA	1FUJGLDR1ASAR6457	PCA166	Daimler Chrysler Contract# 45	11,000.00	79,350.00	85.07%	13.86%	1.07%	2,153.53	350.94	27.12	2,531.59

Allocation of Costs to Tractors, Trailers, and Sattelite Systems

Trucks	Unit Number	Model Year	Make	Model	Serial Number	Plate Number	Liens / Financing	Trailer Average Appraised Value	Total Value	Tractor Allocation	Trailer Allocation	Satellite Allocation	Tractor $	Trailer $	Satellite $	Total Costs
67	24410	2010	Freightliner	CASCADIA	2FUJGLDR3ASAR6458	PBZ550	Daimler Chrysler Contract# 45:	4,500.00	72,850.00	92.66%	6.18%	1.17%	4,277.75	285.18	53.87	4,616.81
68	24610	2010	Volvo	VNL64T630	4V4NC9EJ7AN291690	PBY211	GE Capital Contract# 1200063!	3,500.00	70,850.00	93.86%	4.94%	1.20%	7,100.67	373.72	90.76	7,565.15
69	24810	2010	Volvo	VNL64T630	4V4NC9EJ9AN291691	PBY212	GE Capital Contract# 1200063!	-	67,350.00	98.74%	0.00%	1.26%	-	-	-	-
70	25010	2010	Volvo	VNL64T630	4V4NC9EJ0AN291692	PBY213	GE Capital Contract# 1200063!	-	67,350.00	98.74%	0.00%	1.26%	-	-	-	-
71	25210	2010	Volvo	VNL64T630	4V4NC9EJ2AN291693	PBY214	GE Capital Contract# 1200063!	3,000.00	70,350.00	94.53%	4.26%	1.21%	4,136.60	186.61	52.87	4,376.09
72	25410	2010	Volvo	VNL64T630	4V4NC9EJ4AN291694	PBY205	GE Capital Contract# 1200063!	-	67,350.00	98.74%	0.00%	1.26%	-	-	-	-
Totals													119,613.50	17,162.20	3,536.66	140,312.35
														17,162.20		

Notes:
1.) Fuel cost were compiled based on amounts purchased on the Company's Esso and Tcheck cards from the period of June 1, 201
2.) Repair costs were compiled based on amounts paid via credit card during the period of June 1, 2011 to June 10, 2011.
3.) Driver costs consist of the total payroll payments during the period of June 1, 2011 to June 10, 2011 for payroll arrears and am
4.) The trailer's were matched to specific trucks by using the Company's preplanning outbound/inbound report at June 1, 2011.
5.) The foreign exchange rate used for USD transactions is 1CAD = 1.0294USD

Allocation Summary	Costs to be allocated	Garagekeeper's Liens
GE Equipment	$ 92,967.90	$ 9,569.32
Leasebank (allocated to GE)	1,314.91	-
subtotal GE	94,282.81	9,569.32
Beaver Truck Centre	12,845.91	-
CIT	7,658.32	-
Daimler Chrysler	21,934.97	-
Capital Underwriters	2,221.75	-
Stoughton	1,368.60	-
	$ 140,312.36	$ 9,569.32

Paramount Truck Lines Ltd.
Schedule 2.1 - Summary of Direct costs allocated to Tractors in Transit

Trucks	Unit Number	Model Year	Make	Body Style	Liens / Financing	Lessor for Allocation	Status on Date of Receivership	Tractor Avg. Appraised Value	Satellite Est Value	Tractor Direct Cost Allocation	Satellite Direct Cost Allocation	Total Direct Costs Allocated
1	1007	2007	Freightliner	Tractor	GE Capital GSA	GE	In Transit	$ 24,000	$ 850	$ 2,018	$ 71	$ 2,090
2	1029	2009	Freightliner	Tractor	GE Capital Contract# 1500114	GE	Repairs	47,500	850	4,912	88	5,000
3	1049	2009	Freightliner	Tractor	GE Capital Contract# 1500114	GE	In Transit	47,500	850	4,517	81	4,598
5	1085	2005	Volvo	Tractor	GE Capital Contract# 1500114	GE	In Transit	15,500	850	2,605	143	2,747
6	1105	2005	Volvo	Tractor	GE Capital Contract# 1500114	GE	In Transit	15,500	850	3,855	211	4,066
7	1127	2007	Freightliner	Tractor	GE Capital GSA	GE	In Transit	29,500	850	4,421	127	4,549
11	1207	2007	Volvo	Tractor	Beaver Truck Centre	Beaver	In Transit	27,000	850	2,091	66	2,157
12	1227	2007	Freightliner	Tractor	Daimler Chrysler Contract# 3	Daimler	In Transit	28,000	850	3,810	116	3,925
15	1287	2007	Volvo	Tractor	Beaver Truck Centre	Beaver	In Transit	28,000	850	5,889	179	6,068
16	1308	2008	Volvo	Tractor	CIT Financial Contract# 800-0	CIT	In Transit	37,500	850	3,540	80	3,620
19	1365	2005	Volvo	Tractor	GE Capital Contract# 1500114	GE	In Transit	15,500	850	4,058	223	4,281
21	1407	2007	Volvo	Tractor	Beaver Truck Centre	Beaver	In Transit	27,000	850	4,865	153	5,019
25	1489	2009	Volvo	Tractor	CIT Financial Contract# 800-0	CIT	In Transit	49,500	850	4,118	71	4,189
30	1583	2003	Volvo	Tractor	GE Capital GSA	GE	In Transit	11,000	850	1,031	80	1,110
35	1687	2007	Freightliner	Tractor	Daimler Chrysler Contract# 3	Daimler	In Transit	29,500	850	2,957	85	3,042
37	1727	2007	Freightliner	Tractor	Daimler Chrysler Contract# 3	Daimler	In Transit	29,500	850	3,624	104	3,728
46	1905	2005	Volvo	Tractor	GE Capital GSA	GE	In Transit	15,500	850	3,923	215	4,138
47	1925	2005	Volvo	Tractor	GE Capital GSA	GE	In Transit	15,500	850	1,767	97	1,864
49	1965	2005	Volvo	Tractor	GE Capital GSA	GE	In Transit	15,500	850	1,966	108	2,074
53	2166	2006	Freightliner	Tractor	GE Capital GSA	GE	In Transit	24,000	850	2,947	104	3,052
54	2186	2006	Volvo	Tractor	GE Capital GSA	GE	In Transit	26,000	850	5,437	178	5,615
56	2226	2006	Volvo	Tractor	GE Capital GSA	GE	In Transit	26,000	850	4,087	134	4,221
57	2246	2006	Volvo	Tractor	GE Capital GSA	GE	In Transit	22,000	850	5,461	211	5,672
58	2266	2006	Volvo	Tractor	GE Capital GSA	GE	In Transit	24,000	850	5,535	196	5,731
64	2389	2009	Freightliner	Tractor	GE Capital Contract# 1500114	GE	In Transit	49,500	850	4,727	81	4,808
65	2409	2009	Freightliner	Tractor	GE Capital Contract# 1500114	GE	In Transit	49,500	850	2,670	46	2,716
4	10610	2010	Freightliner	Tractor	Daimler Chrysler Contract# 4	Daimler	Stranded	67,500	850	-	-	-
28	15410	2010	Freightliner	Tractor	Daimler Chrysler Contract# 4	Daimler	In Transit	67,500	850	5,113	64	5,178
66	24210	2010	Freightliner	Tractor	Daimler Chrysler Contract# 4	Daimler	In Transit	67,500	850	2,154	27	2,181
67	24410	2010	Freightliner	Tractor	Daimler Chrysler Contract# 4	Daimler	In Transit	67,500	850	4,278	54	4,332
68	24610	2010	Volvo	Tractor	GE Capital Contract# 120006	GE	In Transit	66,500	850	7,101	91	7,191
71	25210	2010	Volvo	Tractor	GE Capital Contract# 120006	GE	In Transit	66,500	850	4,137	53	4,189
										$ 119,613	$ 3,537	$ 123,150

Allocation Summary	Estimated Appraised Value	Costs to be allocated
GE Equipment	$ 606,500	$ 77,174
Leasebank (allocated to GE)	10,113	1,315
subtotal GE		78,489
Beaver Truck Centre	82,000	12,846
CIT	87,000	7,658
Daimler Chrysler	357,000	21,935
Capital Underwriters	17,087	2,222
	$ 1,159,700	$ 123,150

Paramount Truck Lines Ltd.

Schedule 2.2 - Summary of Direct costs allocated to Trailers in Transit

Unit Number	Model Year	Make	Body Style	Liens / Financing	Lessor for Allocation	Status on Date of Receivership	Trailer Avg. Appraised Value	Direct Cost Allocation
103	2000	Dorsey	Trailer - 53' Van	GE Capital GSA	GE	In Transit	$ 2,750	$ 575
113	2003	Wabash	Trailer - 53' Van	GE Capital GSA	GE	In Transit	5,000	1,266
125	2001	Stoughton	Trailer - 53' Van	GE Capital GSA	GE	In Transit	3,500	374
133	2000	Stoughton	Trailer - 53' Van	GE Capital GSA	GE	In Transit	2,500	451
147	2001	Stoughton	Trailer - 53' Van	GE Capital GSA	GE	In Transit	3,000	472
151	2001	Stoughton	Trailer - 53' Van	GE Capital GSA	GE	In Transit	3,000	504
155	2001	Stoughton	Trailer - 53' Van	GE Capital GSA	GE	In Transit	2,500	375
163	2002	Stoughton	Trailer - 53' Van	GE Capital GSA	GE	In Transit	3,500	430
165	2001	Fruehauf	Trailer - 53' Van	GE Capital GSA	GE	In Tranist	3,500	736
185	2003	Wabash	Trailer - 53' Van	GE Capital GSA	GE	In Transit	4,500	285
187	2003	Stoughton	Trailer - 53' Van	GE Capital GSA	GE	In Transit	4,500	428
193	2003	Wabash D/Plate	Trailer - 53' Van	GE Capital GSA	GE	In Transit	5,000	634
195	2003	Wabash D/Plate	Trailer - 53' Van	GE Capital GSA	GE	In Transit	5,000	468
205	2007	Vanguard	Trailer - 53' Van	GE Capital GSA	GE	In Transit	11,000	1,050
213	2005	Stoughton	Trailer - 53' Van	GE Capital GSA	GE	In Transit	7,000	1,833
225	2004	Trailmobile	Trailer - 53' Van	GE Capital GSA	GE	In Transit	4,000	378
255	2007	Utility	Trailer - 53' Van	GE Capital GSA	GE	In Transit	11,000	1,254
257	2001	Wabash	Trailer - 53' Van	GE Capital GSA	GE	In Transit	3,000	187
259	2007	Vanguard	Trailer - 53' Van	GE Capital GSA	GE	In Transit	11,000	351
273	2007	Utility	Trailer - 53' Van	GE Capital GSA	GE	In Transit	11,000	833
279	2007	Vanguard	Trailer - 53' Van	GE Capital GSA	GE	In Transit	11,000	1,351
283	2007	Vanguard	Trailer - 53' Van	GE Capital GSA	GE	In Transit	11,000	1,102
289	2004	Manac	Trailer - 53' Van	GE Capital GSA	GE	In Transit	5,500	458
307C	2009	Stoughton	Trailer - 53' Van	STOUGHTON LEASE I	Stoughton	In Transit	15,000	809
311C	2009	Stoughton	Trailer - 53' Van	STOUGHTON LEASE I	Stoughton	In Transit	15,000	560
							$ 556,000	$ 17,162

Allocation summary		
GE	$ 229,500	$ 15,794
Stoughton	120,000	1,369
	$ 349,500	$ 17,162

SCHEDULE 3

IN THE MATTER OF THE RECEIVERSHIP OF PARAMOUNT TRUCK LINES LTD.
DIRECT OPERATING COSTS - CITY TRUCKS / YARD MARSHALLING

Total Direct Operating Costs				
Fuel			$	2,558.20
Repairs				-
Driver Costs				14,543.06
Total Costs			$	17,101.26
Allocated among all fleet assets as follows:	**Appraised Value**	**Proportion**		**Allocation**
GE	1,824,000.00	55.81%	$	9,543.43
Stoughton	438,000.00	13.40%		2,291.68
Beaver	201,500.00	6.16%		1,054.28
CIT	388,500.00	11.89%		2,032.69
Daimler	416,500.00	12.74%		2,179.19
BDC	-	0.00%		-
			$	17,101.26
Garagekeepers' Lien - Unit C2 (Allocate to GE)			$	1,001.06

SCHEDULE 4
IN THE MATTER OF THE RECEIVERSHIP OF PARAMOUNT TRUCK LINES LTD.
INDIRECT COSTS

Total Indirect Costs

		June 1 to June 10, 2011
Receiver fees - June 1-10, 2011		$ 53,748.01
Salaries	Schedule 4.1	17,651.75
Security	Schedule 4.2	3,189.55
Utilities	Schedule 4.3	3,975.42
Insurance	Schedule 4.4	10,629.38
Registration	Schedule 4.5	3,671.32
Contingency		5,000.00
Total Costs		$ 97,865.43

Allocated among all fleet assets as follows:

	Appraised Value	Proportion	Allocation
GE	1,824,000.00	55.81%	54,614.21
Stoughton	438,000.00	13.40%	13,114.60
Beaver	201,500.00	6.16%	6,033.31
CIT	388,500.00	11.89%	11,632.47
Daimler	416,500.00	12.74%	12,470.84
BDC	-	0.00%	-
			97,865.43

IN THE MATTER OF THE RECEIVERSHIP OF PARAMOUNT TRUCK LINES LTD.
Schedule 4.1 EMPLOYEE SALARIES

Last	First	Job Function	Amount to June 10, 2011
Sebastyanko	Jodi	Payroll, Accounts Receivable, Account Payable processing	1,770.27
Kay	Peter	Fleet Safety	2,900.17
Coard	Linda	Dispatch operator	2,038.92
MacWilliams	Lily	Dispatch operator	2,300.79
Manlow	Wayne	Operations Manager	2,887.82
Biener	William	Fleet Mechanic	1,770.27
Taylor	Clyde	Fleet Mechanic	2,185.15
Efren	Mina	Fleet Machanic	1,798.36
Total Indirect Salaries			17,651.75

Note:
Amounts include gross payroll and employer remittances.

IN THE MATTER OF THE RECEIVERSHIP OF PARAMOUNT TRUCK LINES LTD.
Schedule 4.2 - SECURITY COSTS

Vendor	Description	Amount
Commissionaires	Daily security guard	2,894.08
Noble Locksmith	Replace locks on premises	295.47
		3,189.55

		Days	Daily Cost	Total
Weekdays from June 1 to June 10, 2011		8	221.00	1,768.00
Weekend Days from June 1 to June 10, 2011		2	408.00	816.00
Total Security Guard Cost from June 1 to June 10, 2011				2,584.00
Sales tax	**12%**			310.08
Total Security Guard Cost from June 1 to June 10, 2011				2,894.08
Daily Average Cost				300.00

Summary of Weekday Costs	
Hours	13
Rate	17.00
Total Cost per Weekday	221
Summary of Weekend Costs	
Hours	24
Rate	17.00
Total Cost per Weekend Day	408

IN THE MATTER OF THE RECEIVERSHIP OF PARAMOUNT TRUCK LINES LTD.
Schedule 4.3 - UTILITIES COSTS

Utility	Vendor	Account	Date	June 3, 2011 Amount
Gas and Electricity	Manitoba Hydro			$ 6,326.56
	Vendor	Account	Date	Amount
	Manitoba Hydro	7501718 6675679	01-Jun-11	$ 367.25
	Manitoba Hydro	7501718 6438913	01-Jun-11	$ 1,005.56
	Manitoba Hydro	7501718 6438912	01-Jun-11	$ 197.12
	Manitoba Hydro	7501718 6438910	01-Jun-11	$ 242.55
	Manitoba Hydro	7501718 6090565	01-Jun-11	$ 2,722.36
	Manitoba Hydro	7501718 6438911	01-Jun-11	$ 1,477.88
	Manitoba Hydro	7501718 6098025	01-Jun-11	$ 313.84
Internet and Telephone	MTS Internet			$ 1,600.78
	Vendor	Account	Date	Amount
	MTS Internet	45598042	01-Jun-11	$ 85.51
	MTS Internet	44561074	01-Jun-11	$ 172.62
	MTS Internet	50845288	01-Jun-11	$ 117.42
	MTS Internet	47958897	01-Jun-11	$ 129.34
	MTS Internet	21657572	22-May-11	$ 611.57
	MTS Internet	41995713	01-May-11	$ 48.75
	MTS Internet	20070884	07-Apr-11	$ 31.35
	MTS Internet	41994328	01-Apr-11	$ 48.75
	MTS Internet	11687514	22-Apr-11	$ 355.47
Water and Sewage	City of Winnipeg			$ 3,998.91
	Vendor	Account	Date	Amount
	City of Winnipeg	NA	17-May-11	$ 3,998.91
Total Monthly Utilities				$ 11,926.25
Days in June	30			
Days until June 10	10		33.33%	**$ 3,975.42**

IN THE MATTER OF THE RECEIVERSHIP OF PARAMOUNT TRUCK LINES LTD.
Schedule 4.4 - INSURANCE COSTS

	June 10, 2011 Amount
Insurance on Property [1]	3,611.90
Fleet Insurance [2]	28,276.25
Total Monthly Insurance	31,888.15
Total Amounts - June 1-10, 2011	**10,629.38**

Notes:

1.)	General Liability for building		6,019.83	60% is trucking 40% is storage	$ 3,611.90
2.)	All Peril per Insurance contract				
	Building Portion	102,343.00	29.78%		
	Fleet Portion	241,326.00	70.22%		
		343,669.00			

IN THE MATTER OF THE RECEIVERSHIP OF PARAMOUNT TRUCK LINES LTD.
Schedule 4.5 - REGISTRATION COSTS

Amounts in USD ($76,533.48 / 1.0294)		74,347.66	
Amount in CAD		59,655.61	
Total		134,003.27	[A]
Period Covered	365		
Period to retrieve fleet	10		
Fleet retrieval % of Registration		2.74%	[B]
Estimated Retrieval Registration Costs		**3,671.32**	[A x B]

Notes:
1. 1 CAD = 1.0294 USD

Appendix G

IN THE MATTER OF THE RECEIVERSHIP OF PARAMOUNT TRUCK LINES LTD.

Appendix "G"

Summary of Unpaid Source Deductions

Date		Employee			Employer					
Pay Report Period Start	Pay Report Period End	Tax	CPP	EI	CPP	EI	Total	Amount Paid	Date Paid	Outstanding
22-Dec-10	31-Dec-10	21,444.90	3,022.89	1,164.69	3,118.04	1,630.61	30,381.13	-		$ 30,381.13
22-Dec-10	31-Dec-10	36,897.44	4,049.49	1,507.89	4,049.49	2,111.00	48,615.31	28,996.44	06-Jan-11	19,618.87
01-Jan-11	07-Jan-11	25,840.63	5,369.02	2,231.72	5,385.44	3,124.41	41,951.22	41,951.22	12-Jan-11	-
08-Jan-11	14-Jan-11	17,340.39	3,572.74	1,416.39	3,572.74	1,982.91	27,885.17	27,885.17	19-Jan-11	-
15-Jan-11	21-Jan-11	26,254.15	5,356.75	2,247.97	5,404.37	3,175.29	42,438.53			42,438.53
22-Jan-11	31-Jan-11	16,656.30	3,295.43	1,322.45	3,295.43	1,851.44	26,421.05	26,421.05	03-Feb-11	-
01-Feb-11	07-Feb-11	27,972.88	5,637.35	2,334.62	5,667.46	3,268.44	44,880.75			44,880.75
08-Feb-11	14-Feb-11	18,554.83	3,479.63	1,366.60	3,479.63	1,913.23	28,793.92			28,793.92
15-Feb-11	21-Feb-11	12,103.68	2,538.13	1,036.92	2,538.13	1,451.68	19,668.54	19,668.54	24-Feb-11	-
15-Feb-11	21-Feb-11	11,025.62	2,377.27	1,000.00	2,377.27	1,399.98	18,180.14			18,180.14
22-Feb-11	28-Feb-11	12,666.74	2,664.39	1,089.93	2,664.39	1,525.91	20,611.36	20,611.36	03-Mar-11	-
01-Mar-11	07-Mar-11	15,683.17	3,221.25	1,274.30	3,221.25	1,784.00	25,183.97	25,183.97	11-Mar-11	-
08-Mar-11	14-Mar-11	15,034.44	3,021.74	1,213.17	3,021.74	1,698.43	23,989.52	23,989.52	17-Mar-11	-
15-Mar-11	21-Mar-11	26,561.72	5,717.40	2,312.98	5,717.40	3,238.18	43,547.68			43,547.68
22-Mar-11	31-Mar-11	13,240.25	3,045.51	1,210.22	3,045.51	1,694.34	22,235.83	22,235.83	05-Apr-11	-
01-Apr-11	07-Apr-11	23,853.35	4,948.54	2,026.16	4,948.54	2,836.63	38,613.22	38,613.22	12-Apr-11	-
08-Apr-11	14-Apr-11	12,651.98	2,735.96	1,093.01	2,735.96	1,530.23	20,747.14	20,747.14	19-Apr-11	-
15-Apr-11	21-Apr-11	27,783.18	5,577.65	2,320.60	5,577.65	3,248.88	44,507.96	44,507.96	27-Apr-11	-
22-Apr-11	30-Apr-11	40,733.73	8,333.02	1,230.72	8,333.02	4,802.99	63,433.48			63,433.48
01-May-11	07-May-11	11,572.13	2,507.94	1,002.24	2,508.93	1,402.53	18,993.77			18,993.77
08-May-11	14-May-11	22,085.23	5,080.25	2,207.18	5,080.25	1,490.30	35,943.21			35,943.21
15-May-11	21-May-11	13,770.89	3,780.61	1,523.72	3,780.61	2,133.22	24,989.05			24,989.05
Total		449,727.63	89,332.96	34,133.48	89,523.25	49,294.63	712,011.95	340,811.42		371,200.53
Unreconciled difference from 2010										26,516.07
Estimated Potential Exposure										$ 397,716.60

Appendix H

Canada Revenue Agency / Agence du revenu du Canada

Tax Centre
Winnipeg MB R3C 4T4

July 21, 2011

RECEIVED JUL 21 2011 BY:

RECEIVED JUL 21 2011 BY:

ERNST & YOUNG INC.
2700 COMMODITY EXHANGE TOWER
360 MAIN STREET
WINNIPEG MB R3C 4G9

Dear sir/madam:

Re: Paramount Truck Lines Ltd.
Account number : 89645 1531 RP0001

We have been informed that you have received all or part of the proceeds of sale of assets of the above named employer. Paramount Truck Lines Ltd. currently owes the Crown amounts deducted from the wages of its employees.

Pursuant to subsections 227(4) and/or (4.1) of the "Income Tax Act" subsection 23(3) and/or (4) of the "Canada Pension Plan" subsection 57(2) and/or (3) of the "Unemployment Insurance Act" and subsection 86(2) of the "Employment Insurance Act," the following amounts are deemed to be held in trust pending payment to Her Majesty:

Income Tax		Canada Pension Plan	Employment Insurance	
Federal	Prov	Contribution	Premium	Total
$87,836.98	$63,244.00	$27,110.62	$10,884.34	$189,075.94

The above mentioned provisions give the Crown a beneficial right in all the property of the employer and any proceeds arising from that property, to the extent of the total amount above, with priority over any security interest, other than a prescribed security interest, in such property. Regulation 2201 of the "Income Tax Regulations" defines what constitutes a "prescribed security interest".

Subject to the priority of the holder of a prescribed security interest for the unpaid balance of the amount secured by a real property mortgage, payment of the total referred to above must

.../2

be made to the Receiver General from the proceeds of realization of any property of the employer and before payment to any other creditor.

You are required to forward to the Receiver General for Canada the proceeds of the sale of the asset(s) of this employer to the extent of the total amount shown above.

Please forward your cheque directly to:

Canada Revenue Agency
875 Heron Road,
Ottawa ON K1A 9Z9.

Write the account number 89645 1531 RP0001 on the front of the cheque to help us process it.

You can also make your payment by using your financial institution telephone or online banking or by using "My Payment" online service at the following address:

http://www.cra-arc.gc.ca/esrvc-srvce/tx/mypymnt/menu-eng.html

If you would like more information, please contact the undersigned at the Winnipeg Tax Services Office at 204-984-5148.

Yours truly,

Robert Buternowsky (1221)
Collection Officer

Appendix I

IN THE MATTER OF THE RECEIVERSHIP OF PARAMOUNT TRUCK LINES LTD.
PROPOSED ALLOCATION OF SOURCE DEDUCTION ARREARS
ESTIMATE ONLY - RECONCILIATION REQUIRED UPON COMPLETION OF CANADA REVENUE AGENCY TRUST EXAMINATION

Estimated Source Deduction Arrears		GE Finance (working capital)	GE Equipment	Beaver Truck Centre	CIT	Daimler Chrysler	Stoughton
Unpaid Source Deduction Arrears	**$ 397,717**	$ 125,278	$ 152,036	$ 16,796	$ 32,383	$ 34,716	$ 36,509

Total Appraised Value, sorted by "Lessor for Allocation"		
(see Schedule 1 - Preservation and Retrieval Schedules)		
GE - Fleet assets	$ 1,824,000	38.23%
Stoughton	438,000	9.18%
Beaver	201,500	4.22%
CIT	388,500	8.14%
Daimler	416,500	8.73%
BDC	-	0.00%
Subtotal - fleet assets	$ 3,268,500	
Add: Estimated net realizable value of		
working capital assets (pledged to GE Finance)	1,502,982	31.50%
	$ 4,771,482	100.00%

See attached notes and supporting schedules

IN THE MATTER OF THE RECEIVERSHIP OF PARAMOUNT TRUCK LINES LTD.
Summary of Unpaid Source Deductions

Date		Employee			Employer					
Pay Report Period Start	Pay Report Period End	Tax	CPP	EI	CPP	EI	Total	Amount Paid	Date Paid	Outstanding
22-Dec-10	31-Dec-10	21,444.90	3,022.89	1,164.69	3,118.04	1,630.61	30,381.13	-		$ 30,381.13
22-Dec-10	31-Dec-10	36,897.44	4,049.49	1,507.89	4,049.49	2,111.00	48,615.31	28,996.44	06-Jan-11	19,618.87
01-Jan-11	07-Jan-11	25,840.63	5,369.02	2,231.72	5,385.44	3,124.41	41,951.22	41,951.22	12-Jan-11	-
08-Jan-11	14-Jan-11	17,340.39	3,572.74	1,416.39	3,572.74	1,982.91	27,885.17	27,885.17	19-Jan-11	-
15-Jan-11	21-Jan-11	26,254.15	5,356.75	2,247.97	5,404.37	3,175.29	42,438.53			42,438.53
22-Jan-11	31-Jan-11	16,656.30	3,295.43	1,322.45	3,295.43	1,851.44	26,421.05	26,421.05	03-Feb-11	-
01-Feb-11	07-Feb-11	27,972.88	5,637.35	2,334.62	5,667.46	3,268.44	44,880.75			44,880.75
08-Feb-11	14-Feb-11	18,554.83	3,479.63	1,366.60	3,479.63	1,913.23	28,793.92			28,793.92
15-Feb-11	21-Feb-11	12,103.68	2,538.13	1,036.92	2,538.13	1,451.68	19,668.54	19,668.54	24-Feb-11	-
15-Feb-11	21-Feb-11	11,025.62	2,377.27	1,000.00	2,377.27	1,399.98	18,180.14			18,180.14
22-Feb-11	28-Feb-11	12,666.74	2,664.39	1,089.93	2,664.39	1,525.91	20,611.36	20,611.36	03-Mar-11	-
01-Mar-11	07-Mar-11	15,683.17	3,221.25	1,274.30	3,221.25	1,784.00	25,183.97	25,183.97	11-Mar-11	-
08-Mar-11	14-Mar-11	15,034.44	3,021.74	1,213.17	3,021.74	1,698.43	23,989.52	23,989.52	17-Mar-11	-
15-Mar-11	21-Mar-11	26,561.72	5,717.40	2,312.98	5,717.40	3,238.18	43,547.68			43,547.68
22-Mar-11	31-Mar-11	13,240.25	3,045.51	1,210.22	3,045.51	1,694.34	22,235.83	22,235.83	05-Apr-11	-
01-Apr-11	07-Apr-11	23,853.35	4,948.54	2,026.16	4,948.54	2,836.63	38,613.22	38,613.22	12-Apr-11	-
08-Apr-11	14-Apr-11	12,651.98	2,735.96	1,093.01	2,735.96	1,530.23	20,747.14	20,747.14	19-Apr-11	-
15-Apr-11	21-Apr-11	27,783.18	5,577.65	2,320.60	5,577.65	3,248.88	44,507.96	44,507.96	27-Apr-11	-
22-Apr-11	30-Apr-11	40,733.73	8,333.02	1,230.72	8,333.02	4,802.99	63,433.48			63,433.48
01-May-11	07-May-11	11,572.13	2,507.94	1,002.24	2,508.93	1,402.53	18,993.77			18,993.77
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