

Court File No.:

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

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

**AND IN THE MATTER OF CERTAIN PROCEEDINGS TAKEN IN THE UNITED
STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE WITH
RESPECT TO CELADON GROUP, INC. AND THE AFFILIATED ENTITIES LISTED
IN FOOTNOTE “1” HERETO**

**APPLICATION OF CELADON GROUP, INC. PURSUANT TO PART XIII OF THE
BANKRUPTCY AND INSOLVENCY ACT AND SECTION 101 OF THE *COURTS OF
JUSTICE ACT*, R.S.O. 1990, c. C.-43, AS AMENDED**

MOTION RECORD

(Re: Employee Representation Order, returnable January 23, 2020)

January 22, 2020

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Counsel to Jeff Sippel and the other
employees of Hyndman Transport Limited

¹ In addition to Celadon, the Chapter 11 Debtors are A R Management Services, Inc., Bee Line, Inc., Celadon Canadian Holdings, Limited (“**CCHL**”), Celadon E-Commerce, Inc., Celadon International Corporation, Celadon Logistics Services, Inc., Celadon Mexicana, S.A. de C.V., Celadon Realty, LLC, Celadon Trucking Services, Inc., Distribution, Inc., Eagle Logistics Services Inc., Hyndman Transport Limited (“**Hyndman**”), Jaguar Logistics, S.A. de C.V., Leasing Servicios, S.A. de C.V., Osborn Transportation, Inc., Quality Companies LLC, Quality Equipment Leasing, LLC, Quality Insurance LLC, Servicios Corporativos Jaguar, S.C., Servicios de Transportacion Jaguar, S.A. de C.V., Stinger Logistics, Inc., Strategic Leasing, Inc., Taylor Express, Inc., Transportation Insurance Services Risk Retention Group, Inc. and Vorbas, LLC

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Tab 1

Court File No.

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JUSTICE ACT*, R.S.O. 1990, c. C.-43, AS AMENDED**

NOTICE OF MOTION

(Motion for Employee Representation Order)

JEFF SIPPEL will make a motion to a Judge presiding over the Commercial List at 330 University Avenue, Toronto, Ontario on January 23, 2020 at 10:00 a.m. or as soon thereafter as the motion can be heard.

PROPOSED METHOD OF HEARING: The motion is to be heard orally.

¹ In addition to Celadon, the Chapter 11 Debtors are A R Management Services, Inc., Bee Line, Inc., Celadon Canadian Holdings, Limited (“**CCHL**”), Celadon E-Commerce, Inc., Celadon International Corporation, Celadon Logistics Services, Inc., Celadon Mexicana, S.A. de C.V., Celadon Realty, LLC, Celadon Trucking Services, Inc., Distribution, Inc., Eagle Logistics Services Inc., Hyndman Transport Limited (“**Hyndman**”), Jaguar Logistics, S.A. de C.V., Leasing Servicios, S.A. de C.V., Osborn Transportation, Inc., Quality Companies LLC, Quality Equipment Leasing, LLC, Quality Insurance LLC, Servicios Corporativos Jaguar, S.C., Servicios de Transportacion Jaguar, S.A. de C.V., Stinger Logistics, Inc., Strategic Leasing, Inc., Taylor Express, Inc., Transportation Insurance Services Risk Retention Group, Inc. and Vorbas, LLC

THE MOTION IS FOR:

1. **AN ORDER**, if required, that the time for service of the Notice of Motion and the Motion Record is hereby abridged and validating service, and dispensing with further service thereof.
2. **AN ORDER** appointing Jeff Sippel as the Representative, and Koskie Minsky LLP ("**KM**") as Representative Counsel of all current and former employees of Hyndman Transport Limited, an Ontario corporation ("**Hyndman Canada**"), including those drivers referred to as "owners/operators" (collectively the "**Employees**"), in these proceedings or in any other proceeding which has been or may be brought before this Honourable Court pertaining to Hyndman Canada (the "**Proceedings**").
3. **AN ORDER** that Representative Counsel may determine, advance, compromise, or settle any Claim (as defined herein) in respect of an individual Employee, or group or class of Employees, against Hyndman Canada or its estate as the case may be, which Claim now exists or may arise out of the employment, former employment or termination of employment of the Employees under Labour Laws, as defined below.
4. **A DECLARATION** that a Claim includes any claim which has now arisen or may arise under:
 - (a) law or equity; and,
 - (b) federal or provincial legislation or regulations thereunder, including but not limited to, claims under employment standards legislation or any other provincial

or federal legislation, or regulation applicable to the Employees (collectively, "**Labour Laws**").

5. **AN ORDER** that Representative Counsel shall have access to and be provided with copies of all relevant records and data kept by Hyndman Canada as an employer of the Employees under Labour Laws, whether on paper, electronic or any other form.

6. **AN ORDER** that pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act* S.C. 2000, c. 5, KSV Advisory Inc., in its capacity as receiver of Hyndman Canada (the "**Receiver**") is authorized and permitted to disclose personal information of identifiable individuals who are believed to be Employees to Representative Counsel, and Representative Counsel shall maintain and protect the privacy of such information and shall limit the use of such information to its role as Representative Counsel in the Proceedings.

7. **A DECLARATION** that any individual Employee who does not wish to be represented by KM in the Proceedings shall, within 30 days of the granting of this Order, notify the Receiver and KM in writing that he or she is opting out of representation by KM and shall thereafter not be bound by the actions of KM and is free to represent himself or herself, or be represented by any other counsel that he or she may retain at his or her own expense.

8. **AN ORDER** that the Receiver, within 5 business days of the date of this Order, shall send notice ("**Notice**") in the form substantially attached hereto as "**Schedule A**" to all of the Employees based on the addresses and contact information provided by Hyndman Canada, by email or regular mail, explaining the terms of the appointment of Representative Counsel,

explaining the process for opting out of representation by KM. The Notice shall also be posted on the Receiver's and KM's website, respectively, for the Proceedings.

9. **AN ORDER** that Representative Counsel is authorized to take all steps and to do all necessary or desirable acts in carrying out the terms of the Order, including dealing with any regulatory body and any other government or ministry, department or agency, and to take all such steps as are necessary or incidental thereto.

10. **AN ORDER** that the professional fees (plus taxes and disbursements) incurred by Representative Counsel in representing the Employees from December 9, 2019 and going forward (the "**Employees' Costs**"), shall be paid by Hyndman Canada on the rendering of accounts by Representative Counsel on a monthly basis to the Receiver, subject to redaction for confidentiality, and subject to the approval of this Court.

11. **AN ORDER** that Representative Counsel shall be entitled to the benefit of an Administration Charge, as defined in the order dated January 23, 2020 appointing the Receiver, as against all assets of Hyndman Canada, as security for its professional fees and disbursements incurred in respect of the Employees' Costs.

12. **A DECLARATION** that Jeff Sippel and KM shall have no liability as a result of their appointment or the fulfilment of their duties in carrying out the provisions of this Order, save and except for any claims based on gross negligence or wilful misconduct on their part.

13. **AN ORDER** that KM shall be at liberty and is authorized at any time to apply to this Court for advice and directions in the discharge or variation of their powers and duties as Representative Counsel in the Proceedings.

14. **AN ORDER** that any disputes relating to the Employee Costs or the payment of Representative Counsel's fees in respect of the Employee Costs may be brought before this Court for advice and directions.

15. Such further and other relief as counsel may advise and this Honourable Court may permit.

THE GROUNDS FOR THE MOTION ARE:

1. Hyndman Canada is a Canadian trucking company with its head office located at 1001 Belmore Line, RR1, Wroxeter, Ontario, N0G 2X0.

2. Hyndman Canada is affiliated with Celadon Group Inc., ("**Celadon U.S.**") a company headquartered at 9503 East 33rd Street, Indianapolis, Indiana, 46235-4207, United States;

3. On December 9, 2019, Celadon U.S. obtained Chapter 11 protection in the United States Bankruptcy Court in Delaware, and named Hyndman Canada (and others) as one of the Applicants in its U.S. proceeding.

4. As a result of Celadon U.S.'s Chapter 11 filing, on December 9, 2019, Celadon U.S. directed Hyndman Canada to immediately cease all trucking operations and to terminate all of the 400 Canadian Employees (except for four individuals who were retained for office work and to collect accounts receivables) without prior notice and without paying them severance pay and other amounts.

5. On December 16, 2019, Celadon U.S. obtained authorization from the U.S. Bankruptcy Court on an "emergency" motion basis to be a Foreign Representative and bring a motion for a Recognition Order of the U.S. Chapter 11 proceeding in a Canadian Court. Despite obtaining

that approval, Celadon U.S. did not bring any proceeding in Canada to be recognized as the Foreign Representative.

6. The Employees are owed a total of approximately \$2.3 million for severance pay, bonuses, and health benefits during the notice period and amounts held in trust, some of which are statutory priority secured claims under s. 81.3 and s. 81.4 of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 ("**BIA**").

7. In the subsequent weeks, over 220 Employees retained Koskie Minsky LLP ("**KM**") seeking legal assistance.

8. On January 5, 2020, KM wrote to counsel for Hyndman Canada demanding payment of severance pay and that the company bring a bankruptcy or receivership proceeding in Canada so that the Employees can apply for Wage Earner Protection Plan ("**WEPP**") payments which currently pays up the \$7,296.17 per employee for unpaid wages and severance pay. Hyndman Canada did not comply.

9. Hyndman Canada's inaction to bring a bankruptcy or receivership in Canada is highly prejudicial to the Employees as it prevents them from applying for WEPP payments toward their unpaid severance pay since WEPPA is only available to terminated employees whose employer is subject to a bankruptcy, receivership or CCAA proceeding.

Sale of Canadian properties in the U.S. Proceedings

10. Hyndman Canada owns three properties that have value (the "**Canadian Properties**"), located at:

Wroxeter Terminal
1001 Belmore Line
Wroxeter, ON N0G 2X0

Ayr Terminal
2616 Cedar Creek
Ayr, ON N0B 1E0

Winnipeg Terminal
50 Omands Creek Blvd.
Winnipeg, MB R2R 1V7

11. In January, 2020, Celadon Group filed motions in the U.S. Bankruptcy Court for approval to sell the Canadian Properties.
12. The news of the sales of the Canadian Properties greatly concerned the Employees as the sale proceeds appear to be slated for payment to creditors of the Celadon U.S. estates, and thereby potentially deprive the Employees and other Canadian creditors of recovery;
13. Given the inaction by Hyndman Canada and Celadon to bring any proceeding in Canada, KM scheduled a case conference before the Superior Court of Justice (Commercial List) on January 15, 2020 to, *inter alia*, schedule an application by the Employees to appoint a receiver over Hyndman Canada.
14. At the Case Conference, Mr. Justice Hainey issued an Endorsement directing that, *inter alia*, the Canadian Properties are not to be sold without his approval, encouraging Hyndman Canada to bring a Recognition Order before the court and failing which, he was prepared to order a receivership over Hyndman Canada.

15. Following the Case Conference, Hyndman Canada stated that the Foreign Representative (i.e., Celadon U.S.) would bring an application before this court for an Initial Recognition Order and a Receivership Order.

Cash Transfers out of Hyndman Canada's Bank Accounts

16. On Friday, January 17, 2020 the Employees further learned that Celadon had been directing cash to be transferred out of the Canadian bank accounts of Hyndman Canada and sending the cash to Celadon's U.S. accounts. The amounts and dates of such transfers are:

- a) \$212,000 in the period from December 9 to December 31, 2019; and,
 - b) \$815,000 in the period from January 1 to 17, 2020,
- for a total of \$1,027,000.

17. The cash transfers out of the Hyndman Canada bank accounts also greatly concerned the Employees. On January 17, 2020, the Employees applied to the Superior Court of Justice (Commercial List) for a second Case Conference. On January 20, 2020, Mr. Justice Hainey further directed that pending the return of the Foreign Representative's motion, no further funds shall be transferred out of Hyndman Canada's bank accounts to any other Chapter 11 Debtor or to any other creditors of the Chapter 11 Debtor (including any creditor of Hyndman Canada) without the approval of the Canadian Court.

18. The court also directed that Hyndman Canada's application for a Recognition Order and receivership be heard on January 23, 2020;

19. It is important that the court appoint a receiver over Hyndman Canada to supervise the liquidation of Canadian assets and create an orderly, court-supervised process for distributions to Canadian creditors and to enable the Employees to apply for WEPP payments.

20. The initiation of the Case Conferences by KM and the resulting Endorsements of Justice Hainey pressured Hyndman Canada to proceed with an application for a Receivership Order on January 23, 2020, otherwise there is every likelihood that the Canadian Properties would continue to be sold and more amounts transferred out of Hyndman Canada's bank accounts without Canadian Court approval or supervision, and without regard for the Employees' and other Canadian creditors' claims.

An Employee Representation Order is just and necessary

21. It is just and necessary for the Employees to be represented in the insolvency proceeding of Hyndman Canada to protect their rights and their secured and unsecured claims, and to ensure that no Canadian assets of Hyndman Canada are transferred or distributed without Canadian court supervision or approval;

22. The Employees are a vulnerable group who individually lack the financial resources to participate in complex cross-border insolvency proceedings. A Representation Order and the appointment of Representative Counsel functions as a single point of contact for the Employee creditor group, thus streamlining the administration of the estates, creating consistent claim calculations, and generating efficiencies for benefit of the estate at large and all creditors;

23. Without a Representation Order, the Employees will not have collective and uniform representation in the insolvency proceedings of Hyndman Canada and will be deprived of recovering all amounts lawfully owing to them.
24. Rules 10.01 and 12.07 of the Ontario *Rules of Civil Procedure*.
25. Rules 1.03, 1.04, 1.05, 16.04, 16.08, 37 and 41 of the Ontario *Rules of Civil Procedure*;
26. Sections 81.3 and 81.4 of the *BIA*.
27. Such further and other relief as counsel may advise and this Honourable Court may permit.

THE FOLLOWING DOCUMENTARY EVIDENCE will be read in support of this motion:

1. The Endorsement of Justice Hainey dated January 15, 2020;
2. The Endorsement of Justice Hainey dated January 20, 2020
3. The Affidavit of Jeff Sippel, sworn January 16, 2019; and,
4. Such further and other material as counsel may advise and this Honourable Court permit.

January 22, 2020

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Counsel to Jeff Sippel and the other
employees of Hyndman Transport Limited

Schedule "A"

Court File No.

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

**THE MATTER OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, c. B-3,
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NOTICE TO EMPLOYEES

On January 23, 2020, Celadon Group, Inc., an affiliate of Hyndman Transport Limited ("**Hyndman Canada**") commenced proceedings in the Ontario Superior Court of Justice under the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3. The Court also appointed KSV Kofman Inc. as Receiver of Hyndman Canada.

TAKE NOTICE THAT, pursuant to Order of the Court dated January ●, 2020:

The law firm of Koskie Minsky LLP ("**KM**") was appointed as Representative Counsel of all employees of Hyndman Canada in the proceeding. Contact Information for Representative Counsel is below:

¹ In addition to Celadon, the Chapter 11 Debtors are A R Management Services, Inc., Bee Line, Inc., Celadon Canadian Holdings, Limited ("**CCHL**"), Celadon E-Commerce, Inc., Celadon International Corporation, Celadon Logistics Services, Inc., Celadon Mexicana, S.A. de C.V., Celadon Realty, LLC, Celadon Trucking Services, Inc., Distribution, Inc., Eagle Logistics Services Inc., Hyndman Transport Limited, Jaguar Logistics, S.A. de C.V., Leasing Servicios, S.A. de C.V., Osborn Transportation, Inc., Quality Companies LLC, Quality Equipment Leasing, LLC, Quality Insurance LLC, Servicios Corporativos Jaguar, S.C., Servicios de Transportacion Jaguar, S.A. de C.V., Stinger Logistics, Inc., Strategic Leasing, Inc., Taylor Express, Inc., Transportation Insurance Services Risk Retention Group, Inc. and Vorbas, LLC

Website: ●
Email: ●
Toll-free Hotline: ●

The Court also ordered that the costs of Representative Counsel to the employees are paid from the estate of Hyndman Canada. There is no cost to you being represented by Representative Counsel.

IF YOU DO NOT WISH TO BE REPRESENTED in the proceeding by KM as Representative Counsel and wish to represent yourself or be represented by another lawyer at your own cost, you must, before ●, 2020, provide notice in writing (by letter or email) to both KM and KSV Kofman Inc. indicating that you wish to opt-out of such representation:

Koskie Minsky LLP
Attention: Hyndman Canada
20 Queen Street West
Suite 900, Box 52
Toronto, ON M5H 3R3

KSV Kofman Inc.
Attention: Receiver of Hyndman Canada
150 King Street West, Suite 2308
Toronto, Ontario, M5H 1J9

E-mail: ●

E-mail: ●

Court File No.

**IN THE MATTER OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, c. B-3, AS AMENDED
AND IN THE MATTER OF CERTAIN PROCEEDINGS TAKEN IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE WITH
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ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceeding commenced at Toronto

NOTICE OF MOTION

(Motion for Employee Representation Order,
returnable January 23, 2020)

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Counsel to Jeff Sippel and the other employees of
Hyndman Transport Limited

¹ In addition to Celadon, the Chapter 11 Debtors are A R Management Services, Inc., Bee Line, Inc., Celadon Canadian Holdings, Limited (“**CCHL**”), Celadon E-Commerce, Inc., Celadon International Corporation, Celadon Logistics Services, Inc., Celadon Mexicana, S.A. de C.V., Celadon Realty, LLC, Celadon Trucking Services, Inc., Distribution, Inc., Eagle Logistics Services Inc., Hyndman Transport Limited (“**Hyndman**”), Jaguar Logistics, S.A. de C.V., Leasing Servicios, S.A. de C.V., Osborn Transportation, Inc., Quality Companies LLC, Quality Equipment Leasing, LLC, Quality Insurance LLC, Servicios Corporativos Jaguar, S.C., Servicios de Transportacion Jaguar, S.A. de C.V., Stinger Logistics, Inc., Strategic Leasing, Inc., Taylor Express, Inc., Transportation Insurance Services Risk Retention Group, Inc. and Vorbas, LLC

Tab 2

Court File No.

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

BETWEEN:

JEFF SIPPEL, in his personal capacity and as proposed Representative
of all terminated employees of Hyndman Transport Limited

Applicant

and

HYNDMAN TRANSPORT LIMITED**Respondent**

**(appointing Receiver under Section 101 of the *Courts of Justice Act*, R.S.O. 1990 C. C.43
and Rule 41 of the *Rules of Civil Procedure*)**

**AFFIDAVIT OF JEFF SIPPEL
(sworn January 16, 2020)**

I, **JEFF SIPPEL** of the City of Listowel, in the Province of Ontario, **MAKE OATH
AND SAY AS FOLLOWS:**

1. I am a former employee and Chief Financial Officer of Hyndman Transport Limited, an Ontario Corporation ("**Hyndman Canada**"), and as such have knowledge of the matters hereinafter deposed. Where my knowledge is based upon information and belief, I have stated the source of this belief, and verily believe same to be true.

2. This Affidavit addresses the following facts:
- a) On December 9, 2019, Hyndman Canada suddenly ceased all trucking operations;
 - b) On that date, all Canadian employees were terminated without notice and without being paid severance pay and other amounts owing (totaling approximately \$2.3 million);
 - c) Also on December 9, 2019, Hyndman Canada's parent company, Celadon Group Inc., filed for Chapter 11 protection in the United States Bankruptcy Court, naming Hyndman Canada as one of the Applicants in that proceeding;
 - d) Neither Celadon nor Hyndman Canada have sought a Recognition Order in a Court in Canada, nor have they commenced any insolvency proceeding in Canada;
 - e) The lack of a bankruptcy or receivership in Canada blocks the terminated Canadian employees from applying for Wage Earner Protection Plan ("WEPP") payments toward their unpaid severance pay;
 - f) Celadon Group filed motions in the U.S. Bankruptcy Court for approval to sell Canadian properties of Hyndman Canada on January 30, 2020 without any supervision or approval of a Canadian Court;
 - g) The sales will be used toward payment of creditors of the U.S. estates, and potentially deprive Canadian creditors of recovery; and
 - h) It is important that the court appoint a receiver over Hyndman Canada to stabilize the company and supervise the liquidation of Canadian assets and distributions to creditors.

3. I swear this affidavit in support of a motion to appoint KSV Kofman Inc. as Receiver over Hyndman Canada; and for an order appointing me as a Representative of the Employees and Koskie Minsky LLP ("**KM**") as Representative Counsel to the Employees.

4. I worked for Hyndman Canada since 2010 until I was suddenly terminated on December 9, 2019, along with almost 400 other Canadian employees and owner/operator drivers (collectively, the "**Employees**"). On that date, Hyndman Canada ceased all operations and I, along with the other Employees, did not receive any prior notice of termination, nor were we paid termination pay in lieu of notice, severance pay, bonuses, vacation pay and/or monies held in trust that are owing to the Employees. I believe the amounts owed to the Employees by Hyndman Canada are approximately \$2.3 million.

5. This mass termination was done shortly prior to the holiday season. Hyndman has failed to provide any meaningful response to the Employees as to its intentions and whether it intends to pay these amounts. Worse yet, I understand that Hyndman Canada's parent company, Celadon Group Inc., filed for Chapter 11 protection in the United States and they included Hyndman Canada (and other affiliates) in their Chapter 11 filing, despite that Celadon and Hyndman Canada have not taken any steps in Canada to obtain a bankruptcy order, a CCAA order, and/or appoint a receiver.

6. This inaction by Hyndman Canada has prevented the Employees from being able to access the federal WEPP, which provides payments to terminated workers toward unpaid severance pay, but WEPP only applies where the employer is subject to a bankruptcy, receivership or CCAA proceeding in Canada. WEPP is not available where a business ceases operations as Hyndman Canada has done. I understand that WEPP currently pays up to \$7,296.17 per employee for unpaid vacation pay, bonuses, severance pay and termination pay.

Such payment would cover a significant portion of the amounts owing to the Employees and would provide immediate financial relief.

7. I am also concerned that Hyndman's Canadian assets will be sold and paid to U.S. creditors through the U.S. bankruptcy proceedings without due consideration for Canadian creditors, including the Employees and their claims. Moreover, without access to proceeds from the sale of Hyndman Canada's assets, I am concerned that there will be no funds to appoint a Receiver or commence an insolvency process in Canada to enable the Employees to apply for WEPP payments.

Hyndman Canada's background

8. Hyndman Canada is incorporated in Ontario and carried on business throughout Canada and North America as a truckload freight transportation carrier providing long haul, regional, local, dedicated and intermodal transport throughout North America. Hyndman Canada operated in Canada for over 75 years. Its business address is listed as 1001 Belmore Line, RR1, Wroxeter, Ontario, N0G 2X0. Prior to December 9, 2019, it employed almost 400 Employees, most of whom drove trucks. Attached hereto as **Exhibit "A"** is a copy of Hyndman's government corporate profile report.

9. Hyndman Canada has offices and terminals in Wroxeter, Ontario, and Ayr, Ontario, and Winnipeg, Manitoba (collectively the "**Properties**"). I understand that Hyndman Canada owns these Properties. Attached hereto as **Exhibits "B" and "C"** are parcel registries for the Wroxeter (PIN 41029-0012) and Ayr (PIN 03848-0178) Properties confirming that they are owned by Hyndman Canada.

10. Hyndman Canada has at least six bank accounts that I am aware of. Attached hereto as **Exhibit "D"** are the particulars of the accounts.

11. I also understand that as of December 9, 2019, Hyndman Canada owned:

- (a) about 310 trucks; I understand that these trucks were encumbered by finance companies who I expect may have taken back possession of all or most of the trucks;
- (b) about 310 owned trailers; I believe these are all throughout North America, are likely all at least 5 years old and the net book value is about \$1.2 million;
- (c) 41 cattle trailers; these are likely mostly located in Wroxeter and the net book value is about \$1.4 M; and,
- (d) accounts receivable balances of about \$2.06 million USD and \$2.9 million CDN as at the end of November 2019 (the accounts payable balances was about \$20,000 USD and \$310,000 CDN).

12. Celadon, the parent company of Hyndman Canada and based in the United States, is a U.S.-based trucking company that operated throughout North America. Celadon and its related entities were one of the largest North American truckload freight transportation carriers, providing point-to-point shipping, warehousing, supply chain logistics, tractor leasing and other transportation and logistics services for major customers throughout North America. They provided long haul, regional, local, dedicated, intermodal, temperature-protect and expedited freight services across North America. Prior to December 2019, I understand that Celadon operated a fleet of approximately 3,300 tractors and 10,000 trailers across North America, with

nearly 4,000 employees. Around 2013, I understand that Celadon acquired Hyndman Canada. Attached hereto as **Exhibit "E"** is a copy of a December 9, 2019 media report.

Operations ceased, mass termination of employees and no access to WEPP

13. On or about July 31, 2019, Celadon announced that it had secured "\$165 million of new financing to pay off our old bank debt and give us a fresh start towards success", claiming it was "an incredible accomplishment... and we are now position to control our own destiny." Attached hereto as **Exhibit "F"** is a letter sent by Celadon along with a related press release.

14. Only four months later, late in the evening on Sunday December 8, 2019, I was contacted by Denny Darrow, the vice president of Human Resources at Celadon in the United States. Mr. Darrow told me and Cole Bradley of Celadon that Hyndman Canada was shutting down all of its operations immediately. Mr. Darrow instructed me and Mr. Bradley to attend at the Wroxeter and Ayr Properties on Monday morning, close the facilities and advise the Employees that they were terminated. This came as a shock to me as I had previously been informed by Celadon that Hyndman Canada was seeking to sell itself as a going concern and/or restructure.

15. Accordingly, around December 9, 2019, Hyndman has ceased all of its operations, including Hyndman Canada. Almost 400 Canadian Hyndman Employees were terminated without prior notice or pay in lieu of notice.

16. At the same time, Celadon filed for Chapter 11 protection in the United States, and included Hyndman Canada in its application, but has failed to take any steps in Canada to obtain a bankruptcy order, a CCAA order, and/or appoint a receiver. Attached hereto as **Exhibit "G"** is a copy of the December 10, 2019 Order directing the Joint Administration of the Chapter 11 cases and Voluntary Petition of Celadon.

Amounts Owed to Employees

17. I believe that Hyndman Canada owes about \$2.3 million to its Employees. Namely, \$416,000 for vacation pay, \$683,000 for notice, \$910,000 for severance, \$188,000 for unpaid bonuses, plus \$107,000 for owner/operators. This is broken down as between the three categories of Employees (office, drivers and owner/operator drivers) as follows:

Vacation	
Office	103,428.00
Drivers	313,130.41
Accrued Bonuses	
Office	188,304.80
Lieu of Notice	
Office	186,164.10
Drivers	497,729.94
Severance	
Office	364,036.70
Drivers	<u>544,933.31</u>
	\$2,197,727.26
 Owner Operators	
Holdback	70,800.00
Escrow	<u>36,547.80</u>
	\$107,347.80
 TOTAL:	 <u>\$2,305,075.06</u>

18. Attached hereto as **Exhibits "H", "I" and "J"** are spreadsheets I prepared setting out the amounts owed to drivers, office staff, and owner/operators. This chart lists the employees, along with years of service.

19. As set out in the spreadsheets, I anticipate that I am personally owed about \$77,013.13 (\$60,000 of which is for unpaid bonus and the balance for severance and termination pay).

Employees have statutory priority claims

20. I am advised by Demetrios Yiokaris of KM and verily believe that, in a bankruptcy or receivership, the amounts owed to employees for unpaid vacation pay and bonuses are priority secured claims up to at least \$2,000 per employee pursuant to sections 81.3 and 81.4 of the *Bankruptcy and Insolvency Act*, R.S.C., 1985, c. B-3 ("**BIA**").

21. The owner/operators were individuals who worked for Hyndman Canada but who owned their own trucks. I understand that they deposited money with Hyndman Canada to be held in trust to be used to reimburse any unpaid fuel or maintenance charges. The arrangement is that when the driver stops working for Hyndman Canada, the balance be returned to the owner/operator. Hyndman Canada failed to return these funds to the owner/operators. I am advised by Mr. Yiokaris and verily believe that this may give rise to trust claims, which rank ahead of all other creditor claims.

Dissipation of Canadian assets

22. I am also concerned that prior to ceasing operations, Celadon diverted funds from the account(s) of Hyndman Canada without ensuring there will be sufficient cash left to pay amounts owing to Employees as well as other Canadian creditor claims.

23. Over the past few years, Celadon would routinely transfer profits from Hyndman Canada's accounts to itself or its lenders which may be in other jurisdictions, such as the United States. I anticipate this may have totalled in the millions of dollars.

24. From July 2019 onwards, I understand that Celadon entered into new financing arrangements. At that point, almost on a daily basis, any accounts receivable paid to Hyndman Canada was being diverted out of its bank account to Celadon's lenders; and then Celadon would

pay an amount needed to pay expenses that day into Hyndman Canada's account. This appears to have been done to ensure that there would be no cash left in Hyndman Canada's accounts at any given time. I verily believe that from July 2019 until December 9, 2019, Hyndman Canada was cash positive substantial sums. I also believe that Hyndman Canada's core business is profitable but that its cash was depleted by Celadon.

25. Prior December 9, 2019, I understand that Hyndman Canada was seeking to sell itself. As part of that process, I analysed and determined that for the month of November 2019 alone, Hyndman Canada was approximately \$646,346.49 cash positive. On almost a daily basis, Celadon had Hyndman Canada's funds diverted and those funds were \$646,346.49 greater than the amounts put into Hyndman Canada's accounts by Celadon.

26. I am concerned that Hyndman's accounts receivables paid post December 9, 2019 were also similarly being diverted from Hyndman Canada's accounts for payment of creditors of the U.S. estate. This further impairs the Employees' ability to recover on their claims for the amounts owing to them. As indicated above, I understand that as of the end of November 2019, these accounts receivables were in excess of \$5 million CDN. I believe it is also important for a Receiver to examine those transactions.

27. As indicated above, Hyndman Canada owns three Properties in Canada that have substantial value and can be liquidated to pay the Employee and other creditor claims. They are as follows:

Wroxeter Terminal
1001 Belmore Line
Wroxeter, ON N0G 2X0

Ayr Terminal
2616 Cedar Creek
Ayr, ON N0B 1E0

Winnipeg Terminal
50 Omands Creek Blvd.
Winnipeg, MB R2R 1V7

28. On January 5, 2020, Andrew Hatnay of KM sent correspondence to Edmond Lamek, counsel to Hyndman Canada, a copy of which is attached hereto as **Exhibit "K"**. In that email, Mr. Hatnay explained the amounts owing to the Employees, and their concerns. Notably, he indicated that Hyndman Canada has failed to pay the amounts owing to Employees and failed to provide any meaningful response to the Employees as to its intentions. He demanded that Hyndman Canada pay these amounts forthwith, alternatively, advise what steps Hyndman Canada intends to take to ensure the Employees are paid, the Properties and all other assets are protected for the benefit of creditors, and whether Hyndman Canada intends to obtain a bankruptcy, receivership or CCAA order in Canada. He also noted that Hyndman Canada's failure to bring an insolvency proceeding in Canada has resulted in the Employees being blocked from applying for WEPP, causing additional financial hardship on the Employees.

29. Hyndman Canada has provided no substantive response.

30. Instead, on January 14, 2020, I learned through media reports and Notices of Auction (and not from Hyndman Canada directly), that Celadon filed motions before the U.S. Bankruptcy Court to sell the Canadian assets and apply the sales proceeds to pay creditors of the U.S. estate. Attached hereto as **Exhibit "L"** is a copy of a January 14, 2020 media report, along with Notices regarding same. As set out in that material, it appears that on January 6, 2020, Celadon obtained a bidding procedures Order from the U.S. Court to substantially sell all assets, including Hyndman's assets in Canada, and is seeking approval of the sale on January 30, 2020. Moreover, it appears that on January 13, 2020, Celadon filed motion material before the US Courts seeking

an Order to sell the Ayr Property for \$12 million. However, Celadon and Hyndman Canada failed to take any steps in the Canadian courts regarding Hyndman or the Canadian assets.

31. The Employees' (and other Canadian creditors) ability to recover amounts owing to them is in serious jeopardy due to impending sale and dissipation of the Canadian assets. The Properties need to be stabilized by court supervision in Canada to ensure that the sales of Canadian assets maximize recoveries for Canadian creditors, including the Employees, and that the distribution of Canadian assets proceed under Canadian court supervision.

32. I am also concerned that Hyndman Canada may be preferring, or is attempting to prefer, other parties including Celadon, at the expense of Canadian creditors. If so, if steps are not forthwith taken that there may be irreparable harm to the Employees and other Canadian creditors.

Justice Hainey's Endorsement of January 15, 2020

33. Given the above, on January 14, 2020, Mr. Hatnay of KM scheduled a case conference before this Court the next day to discuss scheduling a hearing to the appointment of a receiver. A copy of his letter is attached hereto as **Exhibit "M"**.

34. On January 15, 2020, Justice Hainey issued the following endorsement, a copy of which is attached hereto as **Exhibit "N"**:

Terminated Canadian Employees have scheduled a case conference with concerns about unpaid severance pay and other amounts owing to them, some of which they claim as priority secured claims, and the absence of any proceedings in Canada.

The Canadian assets shall not be sold without the approval of this court, despite the sale proceedings underway in the U.S. proceedings of the U.S. debtors.

While it is preferable that the U.S. debtors bring a Recognition proceeding and receivership in Canada under Part 13 of the BIA, I am prepared to issue a receivership on the application of the terminated Canadian employees on short notice, and in either case, appoint KSV Kofman as receiver.

Representation Order for Employees

35. I have spoken with many other Employees who were also terminated without being paid bonuses, vacation pay, severance pay and other amounts owing to them. Given the above described events, they are very concerned and are experiencing financial hardship.

36. I became concerned that I and my former fellow Employees require legal representation in respect of our claims for unpaid vacation pay, bonuses, severance pay, termination pay and other amounts owing to us.

37. Given that we have not been paid and are out of a job, especially being terminated without warning shortly prior to the Christmas holidays, and many Employees are experiencing financial hardship, we require legal representation, including for these and any related insolvency or receivership proceedings and that our legal costs be covered by the estate.

38. I am advised by Mr. Yiokaris and verily believe that, to date, KM has received at least 211 retainers from Employees confirming that they wish for legal representation from KM.

39. As set out in the spreadsheets at Exhibits G, H, and I, the majority of the Employees are owed less than \$10,000, with only a handful being owed more than \$20,000. Almost all of the Employees make a modest income. It is cost prohibitive for the Employees to fund legal representation on their own, especially given that we were terminated, without notice, are owed amounts from Hyndman Canada, and mostly make modest incomes.

40. I believe KM is appropriate to represent the Employees. I am advised and believe that KM has extensive experience representing employees and retirees in insolvency proceedings and has been appointed Representative Counsel by the courts in Ontario and other provinces in many insolvency cases, including *Sears Canada Inc.*, *U.S. Steel Canada Inc. (Stelco)*, *Nortel Networks Inc.*, *Target Canada Inc.*, *Wabush Mines (Quebec)*, *Eaton's*, *Shaw Group*, *Hollinger Canadian Publishing Co.*, *Catalyst Paper (B.C.)*, *Saan Stores*, and *Dylex*, as well as other insolvency proceedings.

41. KM's proposed mandate as Representative Counsel to the Employees in this matter would include:

- a) taking steps to attempt to trigger WEPP;
- b) calculating the amounts owing to the Employees for vacation pay, bonuses, severance pay, termination pay, terminated benefits, and other amounts;
- c) organizing an *ad hoc* committee of Employees to liaise with Representative Counsel;
- d) coordinating with the company and Receiver to develop a consistent legal methodology for calculating all of the Employees' claims;
- e) liaising with the federal government Labour Affairs Officers and liability, including director liability under the *Canada Labour Code* and/or *Ontario Business Corporations Act*;
- f) preparing an omnibus Proof of Claim to be filed in the Receivership or other insolvency proceedings;
- g) streamlining the Employees' claims in the Receivership or other insolvency proceedings, and acting as a single point of contact for all Employee's claims to

prevent a multiplicity of different employee claims with different legal methodologies, thereby generating overall cost-saving for the company and other creditors;

- h) settling claims as may be required in cases of individual Employee disputes, or applying to the court for directions to settle such a dispute;
- i) assisting Employees with filing WEPP documentation;
- j) analyzing and responding to any motions and other court proceedings as necessary brought by the company, Receiver or other creditors to ensure that the Employees have appropriate representation and their rights protected;
- k) negotiate the payment of the legal costs of the Employees, or apply to court for directions regarding such costs; and
- l) communicating with the Employees by:
 - i). establishing a toll-free telephone number and email address dedicated to the Employees for any questions they have. KM has a bilingual Communications Department who have extensive experience in communicating with large numbers of individuals and responding promptly to all routine inquiries, tracking such inquiries in a database, and maintaining individual files for each Employee;
 - ii). establishing a Hyndman-specific site on KM's website for Hyndman Employees to provide information regarding the CCAA proceedings, responses to commonly asked questions, access to relevant documents, and posting correspondence and relevant court documents; and,
 - iii). if warranted, providing a webinar with a slide presentation to provide information to the Employees regarding their claims and the Receivership

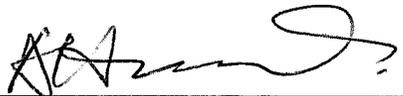
or other insolvency proceeding, the role of Representative Counsel, and developments and matters relevant to the Employees.

42. I am advised by Mr. Yiokaris of KM and believe that if the court appoints KM as Representative Counsel, KM will send a notice to all Employees explaining the terms of the appointment, including a process for opting out of representation by KM should an individual Employee wish to do so.

43. I am advised by Mr. Yiokaris and verily believe that KSV Kofman Inc. consents to acting as interim receiver and/or receiver, without security, so long as it receives an administrative charge for its fees and disbursements against all the assets of Hyndman Canada.

44. I swear this Affidavit in good faith and in support of this motion to appoint a Receiver, and to appoint me as Representative, and KM as Representative Counsel to the Employees and for no improper purpose.

SWORN BEFORE ME at the City of
Toronto, in the Province of Ontario, on
January 16, 2020.

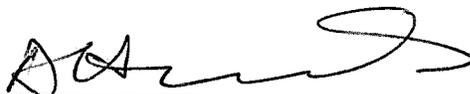


A Commissioner for Taking Affidavits, etc.



JEFF SIPPEL

This is **Exhibit "A"**
referred to in the Affidavit of Jeff Sippel
sworn before me this 16th day of January, 2020.



A COMMISSIONER FOR TAKING AFFIDAVITS, ETC.

Request ID: 024003656
 Transaction ID: 74107788
 Category ID: UN/E

Province of Ontario
 Ministry of Government Services

Date Report Produced: 2019/12/23
 Time Report Produced: 12:30:22
 Page: 1

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name	Amalgamation Date
1924493	HYNDMAN TRANSPORT LIMITED	2015/07/01
		Jurisdiction
		ONTARIO
Corporation Type	Corporation Status	Former Jurisdiction
ONTARIO BUSINESS CORP.	ACTIVE	NOT APPLICABLE
Registered Office Address		Date Amalgamated
1001 BELMORE LINE RR1		NOT APPLICABLE
WROXETER ONTARIO CANADA N0G 2X0		Amalgamation Ind.
		A
		New Amal. Number
		NOT APPLICABLE
		Notice Date
		NOT APPLICABLE
		Letter Date
Mailing Address		NOT APPLICABLE
1001 BELMORE LINE RR1		Revival Date
WROXETER ONTARIO CANADA N0G 2X0		NOT APPLICABLE
		Continuation Date
		NOT APPLICABLE
		Transferred Out Date
		NOT APPLICABLE
		Cancel/Inactive Date
		NOT APPLICABLE
		EP Licence Eff.Date
		NOT APPLICABLE
		EP Licence Term.Date
		NOT APPLICABLE
		Date Commenced in Ontario
		NOT APPLICABLE
		Date Ceased in Ontario
		NOT APPLICABLE
Activity Classification	Number of Directors	
NOT AVAILABLE	Minimum	
	Maximum	
	00001	
	00010	
		Date Commenced in Ontario
		NOT APPLICABLE
		Date Ceased in Ontario
		NOT APPLICABLE

Request ID: 024003656
Transaction ID: 74107788
Category ID: UN/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2019/12/23
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CORPORATION PROFILE REPORT

Ontario Corp Number

1924493

Corporation Name

HYNDMAN TRANSPORT LIMITED

Corporate Name History

HYNDMAN TRANSPORT LIMITED

Effective Date

2015/07/01

Current Business Name(s) Exist:

NO

Expired Business Name(s) Exist:

NO

Amalgamating Corporations

Corporation Name

HYNDMAN TRANSPORT (1972) LIMITED

1674149 ONTARIO LTD.

HYNDMAN HOLDINGS INC.

737389 ONTARIO LIMITED

WALTER MAIR TRUCKING LTD.

CELADON CANADA, INC.

Corporate Number

988107

1674149

1194707

737389

609355

1285332

Request ID: 024003656
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Province of Ontario
 Ministry of Government Services

Date Report Produced: 2019/12/23
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CORPORATION PROFILE REPORT

Ontario Corp Number

Corporation Name

1924493

HYNDMAN TRANSPORT LIMITED

Administrator:

Name (Individual / Corporation)

Address

THOMAS
 S.
 ALBRECHT

9305 33RD STREET
 ONE CELADON DRIVE

 INDIANAPOLIS
 INDIANA
 UNITED STATES OF AMERICA 46235-4207

Date Began

First Director

2017/10/16

NOT APPLICABLE

Designation

Officer Type

Resident Canadian

OFFICER

OTHER

Administrator:

Name (Individual / Corporation)

Address

ROBERT
 CORBIN

9305 E. 33RD STREET
 ONE CELADON DRIVE

 INDIANAPOLIS
 INDIANA
 UNITED STATES OF AMERICA 46235

Date Began

First Director

2015/07/01

NOT APPLICABLE

Designation

Officer Type

Resident Canadian

OFFICER

VICE-PRESIDENT

Request ID: 024003656
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Province of Ontario
 Ministry of Government Services

Date Report Produced: 2019/12/23
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CORPORATION PROFILE REPORT

Ontario Corp Number

Corporation Name

1924493

HYNDMAN TRANSPORT LIMITED

Administrator:

Name (Individual / Corporation)

Address

D. E.
 GORDON
 CUDNEY

120 JULIANA ROAD

ROCKCLIFFE
 ONTARIO
 CANADA K1M 1J1

Date Began

First Director

2015/07/01

NOT APPLICABLE

Designation

Officer Type

Resident Canadian

DIRECTOR

Y

Administrator:

Name (Individual / Corporation)

Address

JON
 RUSSELL

10538 COPPERGATE

CARMEL
 INDIANA
 UNITED STATES OF AMERICA 46032

Date Began

First Director

2017/05/01

NOT APPLICABLE

Designation

Officer Type

Resident Canadian

DIRECTOR

N

Request ID: 024003656
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Province of Ontario
 Ministry of Government Services

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CORPORATION PROFILE REPORT

Ontario Corp Number

1924493

Corporation Name

HYNDMAN TRANSPORT LIMITED

Administrator:

Name (Individual / Corporation)

PAUL
 SVINDLAND

Address

521 COUNTRY CLUB DRIVE

 WILMINGTON
 DELAWARE
 UNITED STATES OF AMERICA 19803

Date Began

2017/07/24

First Director

NOT APPLICABLE

Designation

OFFICER

Officer Type

CHIEF EXECUTIVE OFFICER

Resident Canadian

Name (Individual / Corporation)

PAUL
 SVINDLAND

**Administrator:
 Address**

521 COUNTRY CLUB DRIVE

 WILMINGTON
 DELAWARE
 UNITED STATES OF AMERICA 19803

Date Began

2019/04/26

First Director

NOT APPLICABLE

Designation

OFFICER

Officer Type

PRESIDENT

Resident Canadian

Request ID: 024003656
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Province of Ontario
 Ministry of Government Services

Date Report Produced: 2019/12/23
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CORPORATION PROFILE REPORT

Ontario Corp Number

Corporation Name

1924493

HYNDMAN TRANSPORT LIMITED

Administrator:

Name (Individual / Corporation)

Address

CHASE

12331 HAWKS NEST DR.

WELSH

FISHERS
 INDIANA
 UNITED STATES OF AMERICA 46037

Date Began

First Director

2017/10/27

NOT APPLICABLE

Designation

Officer Type

Resident Canadian

DIRECTOR

N

Administrator:

Name (Individual / Corporation)

Address

CHASE

12331 HAWKS NEST DR.

WELSH

FISHERS
 INDIANA
 UNITED STATES OF AMERICA 46037

Date Began

First Director

2017/10/27

NOT APPLICABLE

Designation

Officer Type

Resident Canadian

OFFICER

SECRETARY

N

Request ID: 024003656
Transaction ID: 74107788
Category ID: UN/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2019/12/23
Time Report Produced: 12:30:22
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CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name
1924493	HYNDMAN TRANSPORT LIMITED

Last Document Recorded

Act/Code	Description	Form	Date
CIA	ANNUAL RETURN 2017	1C	2019/12/01 (ELECTRONIC FILING)

THIS REPORT SETS OUT THE MOST RECENT INFORMATION FILED BY THE CORPORATION ON OR AFTER JUNE 27, 1992, AND RECORDED IN THE ONTARIO BUSINESS INFORMATION SYSTEM AS AT THE DATE AND TIME OF PRINTING. ALL PERSONS WHO ARE RECORDED AS CURRENT DIRECTORS OR OFFICERS ARE INCLUDED IN THE LIST OF ADMINISTRATORS.

PLEASE NOTE THAT WHEN THE SAME INDIVIDUAL HOLDS MULTIPLE 'OTHER UNTITLED' OFFICER POSITIONS, AS INDICATED ON A FORM 1 UNDER THE *CORPORATIONS INFORMATION ACT*, ONLY ONE OF THESE 'OTHER UNTITLED' POSITIONS HELD BY THAT INDIVIDUAL WILL BE REFLECTED ON THIS REPORT.

ADDITIONAL HISTORICAL INFORMATION MAY EXIST ON MICROFICHE.

The issuance of this report in electronic form is authorized by the Ministry of Government Services.

This is **Exhibit "B"**

referred to in the Affidavit of Jeff Sippel
sworn before me this 16th day of January, 2020.



A COMMISSIONER FOR TAKING AFFIDAVITS, ETC.



PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

LAND
REGISTRY
OFFICE #58

PAGE 1 OF 3

PREPARED FOR Michelle01
ON 2020/01/06 AT 08:06:36

03848-0178 (LT)

PROPERTY DESCRIPTION: PT LT 30 CON 11 NORTH DUMFRIES; PT RDAL EBN CON 10 & 11 NORTH DUMFRIES CLOSED BY 586710; AS IN W5707023, EXCEPT PT 1, 58EX470; TOWNSHIP OF NORTH DUMFRIES

PROPERTY REMARKS:

ESTATE/QUALIFIER:
FREE SIMPLE
LT CONVERSION QUALIFIED

RECENTLY:
RE-ENTRY FROM 03848-0350

PIN CREATION DATE:
2003/09/15

OWNERS' NAMES
HYDRIAN TRANSPORT LIMITED

CAPACITY SHARE
ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2003/09/12 **						
**	SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:					
**	SUBSECTION 4(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES * AND ESCHEATS OR FORFEITURE TO THE CROWN.					
**	THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY CONVENTION.					
**	ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.					
**	DATE OF CONVERSION TO LAND TITLES: 2003/09/15 **					
WS547322	1976/02/05	ASSIGNMENT LEASE			YOUNG, ARTHUR L. YOUNG, RUBY L.	
REMARKS: WS547001						
WS591650	1980/02/18	ASSIGNMENT LEASE			UNITED DOMINIONS INVESTMENTS LIMITED	
REMARKS: WS547001						
WS637716	1985/03/01	CHARGE			BANK OF MONTREAL	
WS707023	1989/04/25	TRANSFER			D 5 D ENTERPRISES LIMITED	
WS707025	1989/04/25	NOTICE OF LEASE			TEXACO CANADA INC.	
REMARKS: WS547001						

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.



Ontario ServiceOntario

LAND REGISTRY OFFICE #58

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

PAGE 2 OF 3

PREPARED FOR Michelle01 ON 2020/01/06 AT 08:06:36

03848-0178 (IT)

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
WS707026	1989/04/25	AGREEMENT		*** COMPLETELY DELETED ***		
		REMARKS: WS547001				
WS707027	1989/04/25	AGREEMENT		*** COMPLETELY DELETED ***		
		REMARKS: WS637776				
WS727408	1990/03/30	CHARGE		*** COMPLETELY DELETED ***	BANK OF MONTREAL	
WS727409	1990/03/30	ASSIGNMENT GENERAL		*** COMPLETELY DELETED ***		
		REMARKS: RENTS, WS727408				
WS727410	1990/03/30	AGREEMENT		*** COMPLETELY DELETED ***		
		REMARKS: WS637779 POSTPONED TO WS727408				
1417437	1999/05/07	CHARGE		*** DELETED AGAINST THIS PROPERTY *** D 5 D ENTERPRISES LIMITED	BANK OF MONTREAL	
1440491	1999/11/17	DISCH PART CHARGE		*** DELETED AGAINST THIS PROPERTY *** BANK OF MONTREAL		
		REMARKS: RE: 637776				
58R13253	2001/10/31	PLAN REFERENCE		*** COMPLETELY DELETED ***		
WR40999	2004/05/25	NOTICE OF LEASE		D 5 D ENTERPRISES LIMITED	THE TDL GROUP CORP.	C
WR51971	2004/07/02	NOTICE		*** COMPLETELY DELETED *** THE TDL GROUP CORP.	BANK OF MONTREAL	
		REMARKS: CAN BE DELETED ON DELETION OF WR40999				
WR94199	2004/12/16	DISCH OF CHARGE		*** COMPLETELY DELETED *** BANK OF MONTREAL		
		REMARKS: RE: WS727408				
58R16894	2010/08/11	PLAN REFERENCE		*** COMPLETELY DELETED ***		
WR551482	2011/01/12	APL (GENERAL)		*** COMPLETELY DELETED ***		C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
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LAND
REGISTRY
OFFICE #58

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

PAGE 3 OF 3

PREPARED FOR Michelle01
ON 2020/01/06 AT 08:06:36

03846-0178 (LT)

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
WR692806	2012/06/04	DISCH OF CHARGE		D5D ENTERPRISES LIMITED		
		REMARKS: DELETING WS707025		*** COMPLETELY DELETED *** BANK OF MONTREAL		
		REMARKS: WS637776.		*** COMPLETELY DELETED *** BANK OF MONTREAL		
WR693750	2012/06/08	DISCH OF CHARGE		*** COMPLETELY DELETED *** BANK OF MONTREAL		
		REMARKS: 1417437.		*** COMPLETELY DELETED *** D 5 D ENTERPRISES LIMITED		
WR895736	2015/07/24	APL (GENERAL)		*** COMPLETELY DELETED *** D 5 D ENTERPRISES LIMITED		
		REMARKS: DELETING WS547322, WS591650 & WS707026		*** COMPLETELY DELETED *** D 5 D ENTERPRISES LIMITED		
WR895918	2015/07/27	APL (GENERAL)		*** COMPLETELY DELETED *** D 5 D ENTERPRISES LIMITED		
		REMARKS: DELETE WS727410, WR40999, WR51971		D 5 D ENTERPRISES LIMITED	HYNDMAN TRANSPORT LIMITED	C
WR896635	2015/07/29	TRANSFER	\$4,250,000	D 5 D ENTERPRISES LIMITED		
		REMARKS: PLANNING ACT STATEMENTS.		THE REGIONAL MUNICIPALITY OF WATERLOO		
WR963165	2016/07/04	NOTICE				
		REMARKS: SITE PLAN				
WR1136635	2018/09/06	CHARGE	\$500,000,000	HYNDMAN TRANSPORT LIMITED	BANK OF AMERICA, N.A.	C
WR1150815	2018/11/09	NOTICE		THE CORPORATION OF THE TOWNSHIP OF NORTH DUMFRIES		
WR1201387	2019/07/31	TRANSFER OF CHARGE		BANK OF AMERICA, N.A.	BLUE TORCH FINANCE, LLC	C
		REMARKS: WR1136635.				
WR1201439	2019/08/01	NOTICE		BLUE TORCH FINANCE, LLC		
		REMARKS: AMENDING WR1136635 (CHARGE) AND WR1201387 (TRANSFER OF CHARGE)			HYNDMAN TRANSPORT LIMITED	C
WR1236636	2019/12/20	CONSTRUCTION LIEN	\$22,278	SIEMENS CANADA LIMITED		

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PROPERTY INDEX MAP
WATERLOO (No. 58)

LEGEND

- FREEHOLD PROPERTY
- LEASEHOLD PROPERTY
- LIMITED INTEREST PROPERTY
- CONDOMINIUM PROPERTY
- RETIRED PTN (MAP UPDATE PENDING)
- PROPERTY NUMBER 0449
- BLOCK NUMBER 08050
- GEOGRAPHIC FABRIC EASEMENT

THIS IS NOT A PLAN OF SURVEY

NOTES

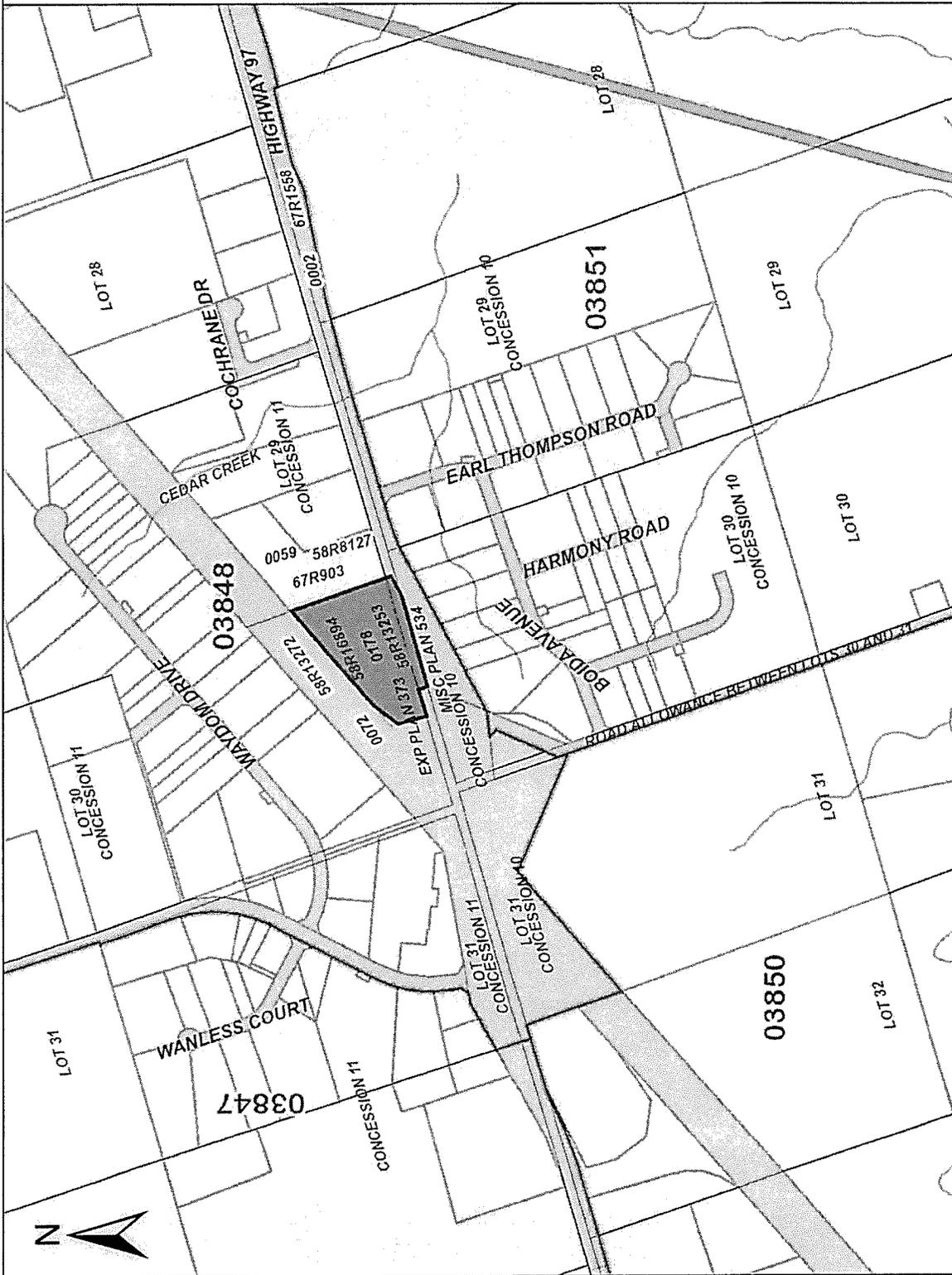
REVIEW THE TITLE RECORDS FOR COMPLETE PROPERTY INFORMATION AS THIS MAP MAY NOT REFLECT RECENT REGISTRATIONS

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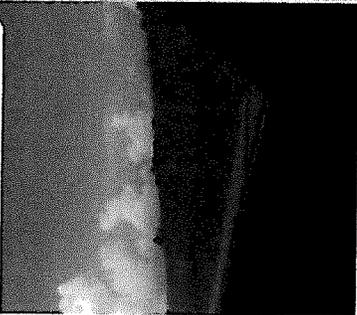
FOR DIMENSIONS OF PROPERTIES BOUNDARIES SEE RECORDED PLANS AND DOCUMENTS

ONLY MAJOR EASEMENTS ARE SHOWN

REFERENCE PLANS UNDERLYING MORE RECENT REFERENCE PLANS ARE NOT ILLUSTRATED



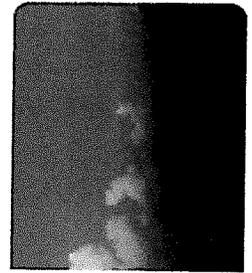
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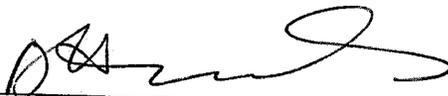
Map labels include: Aevitas, Trans-Frt McNamara, JBT Transport, ADESA Kitchener, Tri-County Training, Bend All Automotive Inc, Cervus Equipment Peterbilt, Flying J Travel Center, Hiller Truck Tech, 2616 Cedar Creek Road, Mill Creek Motor Freight, Farrow, C.A.S. Power Marine Ltd, CMP Automation Inc, Martin Sprocket & Gear Canada..., Highway Western Star, Quick Truck Lube, and Flying K Truck Trailer Repair. Road labels include Industrial Rd, Roydon Dr, Captain Dr, Borlans, Darrell Dr, and Redsville Rd. Highway 97 is also visible.



Satellite

This is **Exhibit "C"**

referred to in the Affidavit of Jeff Sippel
sworn before me this 16th day of January, 2020.



A COMMISSIONER FOR TAKING AFFIDAVITS, ETC.

41029-0012 (IT)

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

PT LT 24 CON A HOWICK PT 2, 22R3335; PT LT 25 CON A HOWICK PT 1, 22R929, EXCEPT PT 1, 22R2881 ; HOWICK

PROPERTY DESCRIPTION:

RECENTLY:
FIRST CONVERSION FROM BOOK

PIN CREATION DATE:
1999/08/23

OWNERS' NAMES
HYNDMAN TRANSPORT LIMITED

CAPACITY SHARE
BENO

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
EFFECTIVE	2000/07/29	THE NOTATION OF THE "BLOCK IMPLEMENTATION DATE" OF 1999/08/23 ON THIS PIN				
WAS REPLACED WITH THE "PIN CREATION DATE" OF 1999/08/23						
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 1999/08/20 **						
**SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:						
** SUBSECTION 4(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES *						
** AND ESCHEATS OR FORFEITURE TO THE CROWN.						
** THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY CONVENTION.						
** ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.						
**DATE OF CONVERSION TO LAND TITLES: 1999/08/23 **						
22R929	1978/11/20	PLAN REFERENCE				C
R170680	1978/11/24	TRANSFER	\$2		HYNDMAN TRANSPORT (1972) LIMITED	C
22R2881	1990/07/24	PLAN REFERENCE				C
22R3335	1992/09/08	PLAN REFERENCE				C
R282599	1992/11/09	CHARGE				C
					FEDERAL BUSINESS DEVELOPMENT BANK	
R311821	1996/09/13	TRANSFER	\$500		HYNDMAN TRANSPORT (1972) LIMITED	C
LT14492	2002/02/28	CHARGE			BUSINESS DEVELOPMENT BANK OF CANADA	

*** COMPLETELY DELETED ***

*** COMPLETELY DELETED ***
HYNDMAN TRANSPORT (1972) LIMITED

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
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LAND
REGISTRY
OFFICE #22

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

PAGE 2 OF 3
PREPARED FOR michelle01
ON 2020/01/06 AT 08:01:17

41029-0012 (IT)

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
HC31957	2006/08/23	CHARGE		*** COMPLETELY DELETED *** HYNDMAN TRANSPORT (1972) LIMITED	BUSINESS DEVELOPMENT BANK OF CANADA	
HC58587	2009/06/08	CHARGE		*** COMPLETELY DELETED *** HYNDMAN TRANSPORT (1972) LIMITED	RYKEN HOLDINGS INC. MACLENNAN, NORMAN M. KERR, GEORGE D. BELLEY, DAVE C. NEWELL, CLARE D. HYNDMAN HOLDINGS INC. WALTER MAIR TRUCKING LTD.	
HC88430	2012/11/06	CHARGE		*** COMPLETELY DELETED *** HYNDMAN TRANSPORT (1972) LIMITED	BANK OF MONTREAL	
HC88431	2012/11/06	NO ASSIGN RENT GEN		*** COMPLETELY DELETED *** HYNDMAN TRANSPORT (1972) LIMITED	BANK OF MONTREAL	
HC88433	2012/11/06	POSTPONEMENT	REMARKS: DOCUMENT DELETED BY D.HRUBENTUK ON MAY31-2018	*** COMPLETELY DELETED *** RYKEN HOLDINGS INC. MACLENNAN, NORMAN M. KERR, GEORGE D. BELLEY, DAVE C. NEWELL, CLARE D. HYNDMAN HOLDINGS INC. WALTER MAIR TRUCKING LTD.	BANK OF MONTREAL	
HC92037	2013/04/30	DISCH OF CHARGE	REMARKS: HC58587 TO HC88430	*** COMPLETELY DELETED *** BUSINESS DEVELOPMENT BANK OF CANADA		
HC92038	2013/04/30	DISCH OF CHARGE	REMARKS: R282559.	*** COMPLETELY DELETED *** BUSINESS DEVELOPMENT BANK OF CANADA		
HC92039	2013/04/30	DISCH OF CHARGE	REMARKS: LT14492.	*** COMPLETELY DELETED *** BUSINESS DEVELOPMENT BANK OF CANADA		
HC92518	2013/05/17	DISCH OF CHARGE	REMARKS: HC31957.	*** COMPLETELY DELETED *** BUSINESS DEVELOPMENT BANK OF CANADA		
				*** COMPLETELY DELETED *** RYKEN HOLDINGS INC.		

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41029-0012 (LT)

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
				MACLENNAN, NORMAN H. KERR, GEORGE D. BELLEY, DAVE C. NEWELL, CLARE D. HYNDMAN HOLDINGS INC. WALTER MAIR TRUCKING LTD.		
				*** COMPLETELY DELETED *** BANK OF MONTREAL		
HC99110	2014/03/26	DISCH OF CHARGE				
				REMARKS: HC58587.		
				REMARKS: HC88430.		
HCI32017	2018/06/04	APL CH NAME OWNER		HYNDMAN TRANSPORT (1972) LIMITED	HYNDMAN TRANSPORT LIMITED	C
HCI34178	2018/09/06	CHARGE	\$500,000,000	HYNDMAN TRANSPORT LIMITED	BANK OF AMERICA, N.A.	C
HCI41217	2019/07/31	TRANSFER OF CHARGE		BANK OF AMERICA, N.A.	BLUE TORCH FINANCE, LLC	C
				REMARKS: HCI34178.		
HCI41223	2019/08/01	NOTICE		BLUE TORCH FINANCE, LLC	HYNDMAN TRANSPORT LIMITED	C
				REMARKS: HCI34178		

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PROPERTY INDEX MAP
HURON (No. 22)

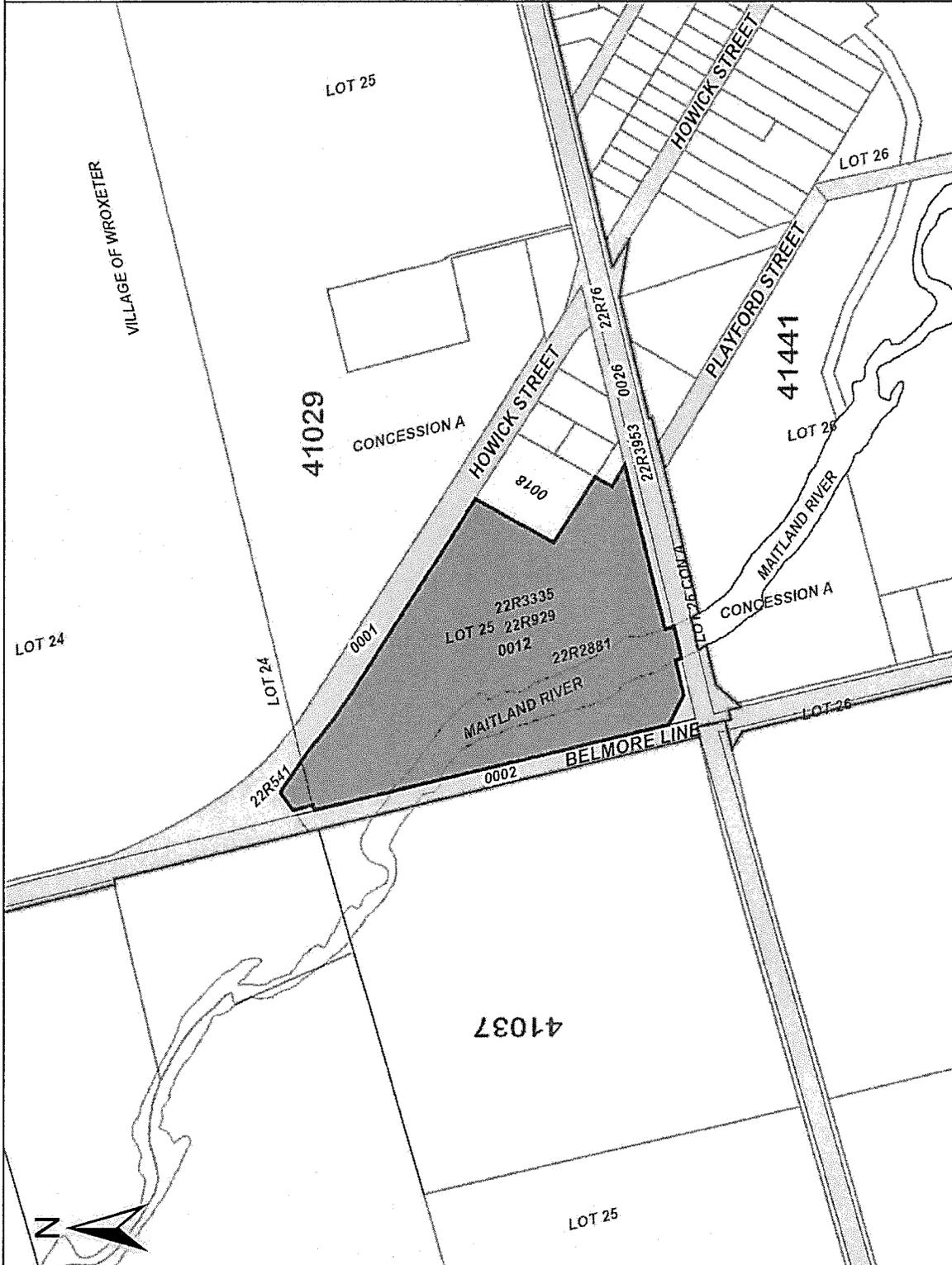
LEGEND

- FREEHOLD PROPERTY
 - LEASEHOLD PROPERTY
 - LIMITED INTEREST PROPERTY
 - CONDOMINIUM PROPERTY
 - RETIRED PTN (MAP UPDATE PENDING)
 - PROPERTY NUMBER
 - BLOCK NUMBER
 - GEOGRAPHIC FABRIC
 - EASEMENT
- 0449
08050

THIS IS NOT A PLAN OF SURVEY

NOTES

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- ONLY MAJOR EASEMENTS ARE SHOWN
- REFERENCE PLANS UNDERLYING MORE RECENT REFERENCE PLANS ARE NOT ILLUSTRATED



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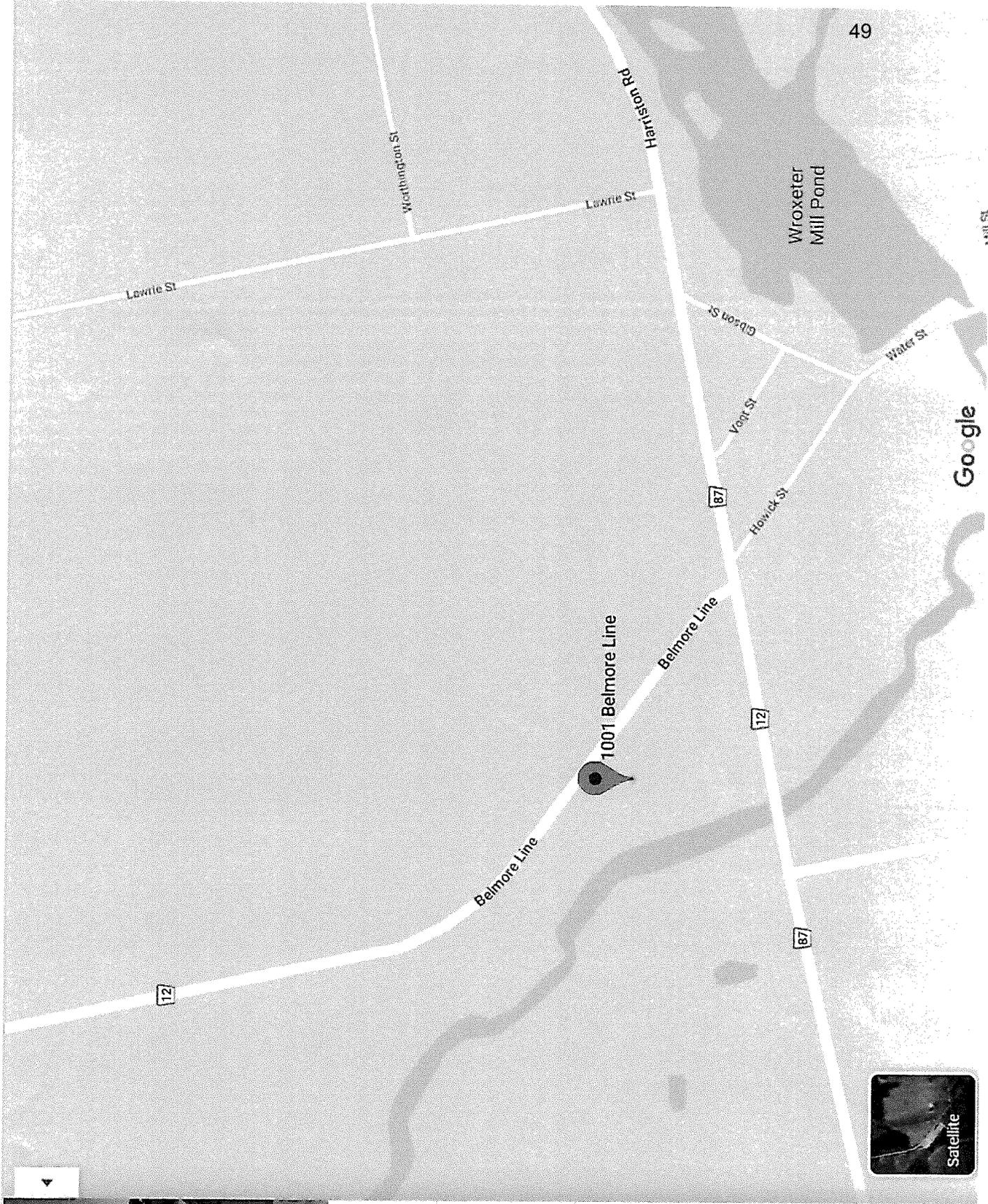
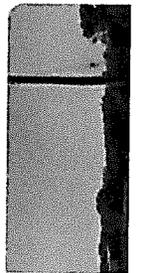


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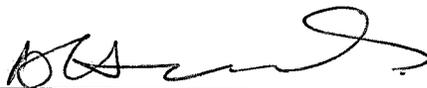


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This is **Exhibit "D"**
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sworn before me this 16th day of January, 2020.



A COMMISSIONER FOR TAKING AFFIDAVITS, ETC.

****USD Funds****

Bank Name: Bank of America
 Bank Location: Toronto, ON, Canada
 Swift Address: BOFACATT
 Bank# 241
 Transit# 56792
 Account# 51883107

****USD Funds****

Bank Name: Bank of Montreal
 Bank Location: Waterloo, ON, Canada
 Bank# 001
 Transit# 30562
 Account# 4606338

****USD Funds****

Bank Name: Wells Fargo
 Bank Location: Indianapolis IN USA
 ABA (Routing)# for wires: 121000248
 Account Name: Celadon Canada, Inc
 Account#: 4123008914
 KM-4244889v1

****CAD Funds****

Bank Name: Bank of America
 Bank Location: Toronto, ON, Canada
 Swift Address: BOFACATT
 Bank# 241
 Transit# 56792
 Account# 51883206

****CAD Funds****

Bank Name: Bank of Montreal
 Bank Location: Waterloo, ON, Canada
 Bank# 001
 Transit# 30562
 Account# 1605007

****USD Funds****

Bank Name: JP Morgan Chase
 Bank Location: USA
 ABA (Routing)# for wires: 071000013
 Account Name: Hyndman Transport Limited
 Account#: 537891233

This is **Exhibit "E"**
referred to in the Affidavit of Jeff Sippel
sworn before me this 16th day of January, 2020.



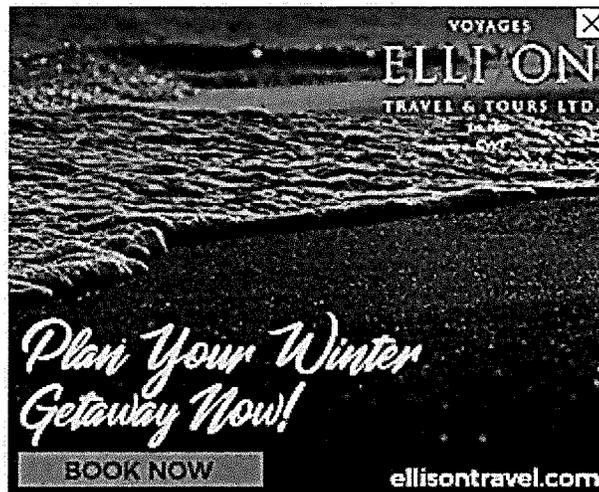
A COMMISSIONER FOR TAKING AFFIDAVITS, ETC.



Hyndman Transport in Wroxeter (Photo by Adam Bell)

Hyndman Transport part of U.S. bankruptcy filing

BY STEVE SABOURIN DECEMBER 9, 2019 5:51AM





Indianapolis-based Celadon filed for Chapter 11 bankruptcy at midnight Sunday. Celadon acquired Hyndman Transport back in 2013.

Celadon announced in a news release Sunday that it will shut down all of its business operations effective Monday.

Celadon operated a fleet of approximately 3,300 tractors and 10,000 trailers across North America, with nearly 4,000 employees.

"We have diligently explored all possible options to restructure Celadon and keep business operations ongoing, however, a number of legacy and market headwinds made this impossible to achieve," said Paul Svindland, the chief executive officer of Celadon. "Celadon has faced significant costs associated with a multi-year investigation into the actions of former management, including the restatement of financial statements. When combined with the enormous challenges in the industry, and our significant debt obligations, Celadon was unable to address our significant liquidity constraints through asset sales or other restructuring strategies.

Therefore, in conjunction with our lenders, we concluded that Celadon had no choice but to cease all operations and proceed with the orderly and safe wind-down of our operations through the Chapter 11 process."

To support the wind-down of operations, Celadon's lenders have agreed to provide incremental debtor-in-possession financing.

A driver at the Wroxeter yard said employees were caught completely off guard with the announcement, noting Hyndman's sale to Celadon in 2013 "didn't change anything."

"It just got worse and worse," the driver said. "It took years to finally fall down because they [Celadon] are such a big outfit. They're the biggest truckload company in the United States to declare bankruptcy, and there's more coming."



“There was a lot of signs along the way, I didn’t really believe it, but I had optimism Hyndman would pull through this, but those hopes are gone, the driver said.

Hyndman Chief Financial Officer Jeff Sippel declined to comment.

-With files from Adam Bell

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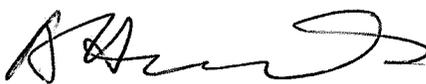
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Check Out News Anchor's Annual Salary

This is **Exhibit "F"**
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sworn before me this 16th day of January, 2020.



A COMMISSIONER FOR TAKING AFFIDAVITS, ETC.



TO: All Celadon Associates
RE: Internal Organizational Announcement

DATE: July 31, 2019

Dear Fellow Associates,

I'm pleased to report that today we closed on \$165 million of new financing to pay off our old bank debt and give us a fresh start toward success. This was an incredible accomplishment that very few companies could have achieved. It has been a long road, and we have come through the fire together, and we are now positioned to control our own destiny.

At times like these, there is a tendency to relax, to feel the pressure is off. Think of all we have done – refocused the business around the historical company, settled all of the accounting scandals, arranged for a new tractor fleet, and obtained new financial backers when few thought we could do it. How do we honor these accomplishments? Not by relaxing, by performing.

Over the next several months, we expect to onboard over 1,000 new tractors. This means trade prep, in-service, equipment swaps for drivers, coordinating departments to cause as little downtime (or double payments) as possible. This will be an operational/execution key to our success.

Equally important, we must culturally return to our roots. Celadon was a high service, low operating cost, safe and dependable carrier for most of its history. The company took a detour for a few years but we are back on track. Over the coming days and weeks, we will be working together to ensure that, by pushing on every available opportunity, we create a bright future for each other.

Sincerely,
Paul Svindland
CEO

P.S.: The press release we issued today that describes the financing is attached.

CELADON GROUP, INC.

800 CELADON 9503 East 33rd Street, Indianapolis, IN 46235 www.celadontrucking.com



9503 East 33rd Street
 Indianapolis, IN 46235-4207
 (800) CELADON
 (317) 972-7000

For more information:

Paul Svindland
 Chief Executive Officer
 (317) 972-7000
psvindland@celadontrucking.com

FOR IMMEDIATE RELEASE

July 31, 2019

Celadon Group Completes \$165 Million in New Long-Term Financing

- **Stable long-term capital structure replaces expiring credit facility**
- **3-year, \$165 million revolving line of credit and term loan facilities plus warrants for approximately 33% of common stock and equivalents**
- **New tractor deliveries are underway, underpinning operating turnaround with high service, improved operating efficiency, and a continued focus on safety**

INDIANAPOLIS – July 31, 2019 – Celadon Group, Inc. (“Celadon,” the “Company,” “we,” or “us”) (OTCPink: CGIP) announced today that it has refinanced its former revolving credit facility and obtained \$165 million in new financing.

Company Commentary

Chief Executive Officer, Paul Svindland, commented: “This financing provides a solid platform for the next stage of our business turnaround. A strong capital base is critical to providing dependable service for customers, a modern fleet for our drivers, and a stable home for all Celadon associates. We are grateful to our new financing partners for investing the time to understand our plan and the capital to support it.”

Mr. Svindland continued, “As a company, we are highly energized by the opportunities ahead. Over the past two years, we have exited several business units and become a focused North American truckload transportation company. Despite numerous headwinds, including an older tractor fleet, we have achieved meaningful improvements in revenue per seated tractor, customer service, and safety.

“The linchpin to our next round of improvement involves replacing approximately 2,000 four and five-year old tractors with new units. Our fleet refresh is underway, with approximately 100

new trucks delivered since May, another 100 scheduled for August, and approximately 1,800 more expected to arrive over the next several quarters. These new trucks will dramatically lower our costs, enhance productivity, and improve the lives and safety of our professional drivers. Beyond the fleet refresh, we must return to our historical roots as a high-service, low cost provider to our customers. We will have all the tools, and it is now up to our team to execute our plan.”

Mr. Svindland concluded, “Outside of core operations, we expect to complete our financial statement audit during our second or third quarter of fiscal 2020. Promptly thereafter, we intend to resume filing financial reports with the SEC and to seek a listing on a national stock exchange.”

Revolving Credit Facility

Highlights of the new revolving credit facility include the following:

- Facility Size: \$60.0 million
- Interest Rate: LIBOR + 3.50%
- Borrowing Base: 90% of eligible U.S and Canadian accounts receivable
- Financial Covenants: fixed charge ratio, leverage ratio, minimum liquidity, maximum capital expenditures

Term Loans

Highlights of the term loans include the following:

- Facility Size: \$105.0 million, including capitalized fees; senior and junior tranches
- Interest Rate: LIBOR + 10.25%
- Amortization: zero first year, 5.0% second year, 7.5% third year
- Financial Covenants: fixed charge ratio, leverage ratio, minimum liquidity, maximum capital expenditures

Equity Warrants

The junior tranche term loan provider is receiving the warrants in the transaction. Highlights of the warrants include the following:

- Warrant Shares: Warrants to purchase 16.0 million common shares (or convertible preferred shares) are exercisable immediately, and warrants to purchase approximately 5.5 million shares become exercisable only in a change of control
- Fully Diluted Percentage: Aggregate warrants equal approximately 33% of the Company’s fully diluted equity; When added to shares currently owned, the holder’s fully diluted position will be approximately 49.9%
- Strike Price: One cent per share
- Other: Board observer rights, registration rights, requirement to hold a stockholders’ meeting to approve an increase in authorized common stock, and the Company’s Board of Directors granted an exemption for the transaction to avoid triggering the Company’s stockholder rights plan

The Company will provide additional information concerning the credit facilities on a Form 8-K to be filed with the United States Securities and Exchange Commission (the "SEC").

Advisors

Celadon Group, Inc. engaged AlixPartners LLP as financial and operating advisor and Evercore LLC as its investment bank. Scudder Law Firm, P.C., L.L.O. served as legal counsel for the financing and DLA Piper LLP served as special counsel.

About Celadon

Celadon Group, Inc. (www.celadongroup.com), through its subsidiaries, provides long haul, regional, local, dedicated, intermodal, temperature-protect, and expedited freight service across the United States, Canada, and Mexico.

Forward Looking Statements

This press release contains certain statements that may be considered forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended, and such statements are subject to the safe harbor created by those sections and the Private Securities Litigation Reform Act of 1995, as amended. Such statements may be identified by their use of terms or phrases, including "anticipates," "will," "intended," "believes," and similar terms and phrases. Forward-looking statements are based upon the current beliefs and expectations of our management and are inherently subject to risks and uncertainties, some of which cannot be predicted or quantified, which could cause future events and actual results to differ materially from those set forth in, contemplated by, or underlying the forward-looking statements. In this press release, statements relating to our fleet refresh, future cost savings, the completion of audited financial statements, relisting on a stock exchange, and other expressions of future activities or intent are forward-looking statements. Actual results may differ from those set forth in the forward-looking statements. Readers should review and consider factors that could cause actual results to differ from expectations, such as the ability to obtain tractor deliveries on the anticipated terms and schedule; the ability to obtain financing for the tractors included in the fleet refresh including lease purchase financing for independent contractors for a portion of the tractors; the ability to attract and retain drivers, including independent contractors; the realization of the anticipated cost savings, safety improvements, and productivity enhancements from the fleet refresh; delays or inability to complete the financial statement audit or relisting of the common stock; and the risks and other disclosures by the Company in its press releases, stockholder reports, and filings with the SEC.

This is **Exhibit "G"**
referred to in the Affidavit of Jeff Sippel
sworn before me this 16th day of January, 2020.



A COMMISSIONER FOR TAKING AFFIDAVITS, ETC.

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

-----X
 In re: : Chapter 11
 :
 CELADON GROUP, INC., : Case No. 19-12606 (KBO)
 Debtor. :
 : **Re: D.I. 2**
 :
 Employer's Tax Identification No.: :
 13-3361050 :
 -----X

In re: : Chapter 11
 :
 A R MANAGEMENT SERVICES, INC., : Case No. 19-12607 (KBO)
 a/k/a Celadon Logistics Inc., :
 Debtor. :
 :
 Employer's Tax Identification No.: :
 13-3313604 :
 -----X

In re: : Chapter 11
 :
 BEE LINE, INC., : Case No. 19-12608 (KBO)
 Debtor. :
 :
 Employer's Tax Identification No.: :
 34-1275403 :
 -----X

In re: : Chapter 11
 :
 CELADON CANADIAN HOLDINGS, LIMITED, : Case No. 19-12609 (KBO)
 Debtor. :
 :
 Employer's Tax Identification No.: :
 81-4852539 :
 -----X

In re: : Chapter 11
 :
 CELADON E-COMMERCE, INC., : Case No. 19-12610 (KBO)
 Debtor. :
 :
 Employer's Tax Identification No.: :
 35-2112711 :
 -----X



-----X
 In re: : Chapter 11
 :
 CELADON INTERNATIONAL CORPORATION, : Case No. 19-12611 (KBO)
 Debtor. :
 :
 Employer's Tax Identification No.: :
 13-3705246 :
 -----X

-----X
 In re: : Chapter 11
 :
 CELADON LOGISTICS SERVICES, INC. : Case No. 19-12612 (KBO)
 Debtor. :
 :
 Employer's Tax Identification No.: :
 20-3820834 :
 -----X

-----X
 In re: : Chapter 11
 :
 CELADON MEXICANA, S.A. de C.V., : Case No. 19-12613 (KBO)
 Debtor. :
 :
 Employer's Tax Identification No.: :
 CME971126NL7 :
 -----X

-----X
 In re: : Chapter 11
 :
 CELADON REALTY, LLC, : Case No. 19-12614 (KBO)
 Debtor. :
 :
 Employer's Tax Identification No.: :
 45-4952559 :
 -----X

-----X
 In re: : Chapter 11
 :
 CELADON TRUCKING SERVICES, INC., : Case No. 19-12615 (KBO)
 Debtor. :
 :
 Employer's Tax Identification No.: :
 13-3276138 :
 -----X

-----X	
In re:	: Chapter 11
	: :
DISTRIBUTION, INC.,	: :
a/k/a FTL, Inc.,	: Case No. 19-12616 (KBO)
Debtor.	: :
	: :
Employer's Tax Identification No.:	: :
93-1280488	: :
-----X	
In re:	: Chapter 11
	: :
EAGLE LOGISTICS SERVICES INC.,	: Case No. 19-12617 (KBO)
Debtor.	: :
	: :
Employer's Tax Identification No.:	: :
47-1747667	: :
-----X	
In re:	: Chapter 11
	: :
HYNDMAN TRANSPORT LIMITED,	: Case No. 19-12618 (KBO)
a/k/a Hyndman Holdings Inc.,	: :
a/k/a Hyndman Transport (1972) Limited,	: :
a/k/a 1674149 Ontario Ltd.,	: :
a/k/a 737389 Ontario Limited,	: :
a/k/a Amalgamation with Celadon Canada, Inc.,	: :
Debtor.	: :
	: :
Employer's Tax Identification No.:	: :
98-0083249	: :
-----X	
In re:	: Chapter 11
	: :
JAGUAR LOGISTICS, S.A. de C.V.,	: Case No. 19-12619 (KBO)
Debtor.	: :
	: :
Employer's Tax Identification No.:	: :
JLO0002166D1	: :
-----X	

-----X	
In re:	: Chapter 11
	: :
LEASING SERVICIOS, S.A. de C.V.,	: Case No. 19-12620 (KBO)
Debtor.	: :
	: :
Employer's Tax Identification No.:	: :
LSE960429MUA	: :
-----X	
In re:	: Chapter 11
	: :
OSBORN TRANSPORTATION, INC.,	: Case No. 19-12621 (KBO)
a/k/a Osborn Local and Dedicated,	: :
Debtor.	: :
	: :
Employer's Tax Identification No.:	: :
63-0657467	: :
-----X	
In re:	: Chapter 11
	: :
QUALITY COMPANIES LLC,	: Case No. 19-12622 (KBO)
Debtor.	: :
	: :
Employer's Tax Identification No.:	: :
27-2174073	: :
-----X	
In re:	: Chapter 11
	: :
QUALITY EQUIPMENT LEASING, LLC,	: Case No. 19-12623 (KBO)
Debtor.	: :
	: :
Employer's Tax Identification No.:	: :
32-0232403	: :
-----X	
In re:	: Chapter 11
	: :
QUALITY INSURANCE LLC,	: Case No. 19-12624 (KBO)
Debtor.	: :
	: :
Employer's Tax Identification No.:	: :
27-1417248	: :
-----X	

-----X	
In re:	: Chapter 11
	: :
SERVICIOS CORPORATIVOS JAGUAR, S.C.,	: Case No. 19-12625 (KBO)
Debtor.	: :
	: :
Employer's Tax Identification No.:	: :
SCJ9703178CA	: :
-----X	
In re:	: Chapter 11
	: :
SERVICIOS DE TRANSPORTACIÓN JAGUAR,	: Case No. 19-12626 (KBO)
S.A. de C.V.,	: :
Debtor.	: :
	: :
Employer's Tax Identification No.:	: :
STJ970415R68	: :
-----X	
In re:	: Chapter 11
	: :
STINGER LOGISTICS, INC.,	: Case No. 19-12627 (KBO)
Debtor.	: :
	: :
Employer's Tax Identification No.:	: :
20-0053860	: :
-----X	
In re:	: Chapter 11
	: :
STRATEGIC LEASING,	: Case No. 19-12628 (KBO)
Debtor.	: :
	: :
Employer's Tax Identification No.:	: :
20-3807534	: :
-----X	
In re:	: Chapter 11
	: :
TAYLOR EXPRESS, INC.,	: Case No. 19-12629 (KBO)
Debtor.	: :
	: :
Employer's Tax Identification No.:	: :
56-1549779	: :
-----X	

-----X	
In re:	: Chapter 11
	: :
TRANSPORTATION INSURANCE SERVICES	: Case No. 19-12630 (KBO)
RISK RETENTION GROUP, INC.,	: :
Debtor.	: :
	: :
Employer's Tax Identification No.:	: :
47-4257197	: :
-----X	
In re:	: Chapter 11
	: :
VORBAS, LLC,	: Case No. 19-12631 (KBO)
Debtor.	: :
	: :
Employer's Tax Identification No.:	: :
20-8078936	: :
-----X	

**ORDER DIRECTING THE JOINT ADMINISTRATION
OF THE DEBTORS' CHAPTER 11 CASES**

This matter coming before the court upon the *Motion of the Debtors for the Entry of an Order Directing the Joint Administration of the Debtors' Chapter 11 Cases* (the "Motion"),¹ filed by the above-captioned debtors (collectively, the "Debtors") for entry of an order (this "Order") authorizing and directing the procedural consolidation and joint administration of the above-captioned chapter 11 cases; all as further described in the Motion; and upon consideration of the First Day Declaration and the record of these chapter 11 cases; and this Court having found that (i) this Court has jurisdiction over the Debtors, their estates, property of their estates and to consider the Motion and the relief requested therein under 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference from the United States District Court for the District of Delaware*, dated February 29, 2012, (ii) this Court may enter a final order consistent with Article III of the United States Constitution, (iii) this is a core proceeding under 28 U.S.C § 157(b)(2)(A),

(iv) venue of this Motion in this district is proper under 28 U.S.C. §§ 1408 and 1409, and (v) no further or other notice of the Motion is required under the circumstances; and this Court having reviewed the Motion and having heard the statements in support of the relief requested in the Motion at a hearing before this Court (the "Hearing"); and having determined that the legal and factual bases set forth in the Motion and the First Day Declaration establish just cause for the relief granted in this Order; and this Court having found and determined that the relief sought in the Motion is in the best interests of the Debtors' estates, their creditors and other parties in interest; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED as set forth in this Order.
2. The above-captioned cases are consolidated for procedural purposes only and shall be administered jointly under Case No. 19-12606 (KBO) in accordance with the provisions of Bankruptcy Rule 1015 and Local Rule 1015-1.
3. The consolidated caption of the jointly administered chapter 11 cases shall read as follows:

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

	-----X	
	:	
In re:	:	Chapter 11
	:	
CELADON GROUP, INC., <i>et al.</i> , ¹	:	Case No. 19-12606 (KBO)
	:	
Debtors.	:	(Jointly Administered)
	-----X	

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: Celadon Group, Inc. (1050); A R Management Services, Inc. (3604); Bee Line, Inc. (5403); Celadon Canadian Holdings, Limited (2539); Celadon E-Commerce, Inc. (2711); Celadon International Corporation (5246); Celadon Logistics Services, Inc. (0834); Celadon Mexicana, S.A. de C.V. (6NL7); Celadon Realty, LLC (2559); Celadon Trucking Services, Inc. (6138); Distribution, Inc. (0488); Eagle Logistics Services Inc. (7667); Hyndman Transport Limited (3249); Jaguar Logistics, S.A. de C.V. (66D1); Leasing Servicios, S.A. de C.V. (9MUA);

Osborn Transportation, Inc. (7467); Quality Companies LLC (4073); Quality Equipment Leasing, LLC (2403); Quality Insurance LLC (7248); Servicios Corporativos Jaguar, S.C. (78CA); Servicios de Transportación Jaguar, S.A. de C.V. (5R68); Stinger Logistics, Inc. (3860); Strategic Leasing, Inc. (7534); Taylor Express, Inc. (9779); Transportation Insurance Services Risk Retention Group, Inc. (7197); Vorbas, LLC (8936). The corporate headquarters and the mailing address for the Debtors listed above is 9503 East 33rd Street, One Celadon Drive, Indianapolis, IN 46235.

4. The foregoing consolidated caption shall be deemed to satisfy any applicable requirements of section 342(c) of the Bankruptcy Code and Bankruptcy Rule 1005.

5. A docket entry shall be made on the docket in the chapter 11 case of each of the Debtors, except Celadon Group, Inc., substantially stating as follows:

“An order has been entered in this case consolidating this case with the case of Celadon Group, Inc., Case No. 19-12606 (KBO), for procedural purposes only and providing for its joint administration in accordance with the terms thereof. The docket in Case No. 19-12606 (KBO) should be consulted for all matters affecting this case.”

6. The Clerk of the Court shall maintain one file and one docket for the Debtors' chapter 11 cases, which file and docket shall be the file and docket for the chapter 11 case of Celadon Group, Inc., Case No. 19-12606 (KBO).

7. All pleadings and other documents to be filed in the jointly administered cases shall be filed and docketed in the case of Celadon Group, Inc., Case No. 19-12606 (KBO).

8. Notwithstanding the foregoing, any creditor filing a proof of claim against any of the Debtors shall clearly assert such claim against the particular Debtor obligated on such claim and not against the jointly administered Debtors, except as otherwise provided in any other order of this Court.

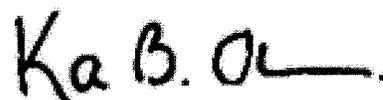
9. Nothing contained in this Order shall be deemed or construed as directing or otherwise effecting the substantive consolidation of any of the above-captioned cases.

10. Notwithstanding the possible applicability of Bankruptcy Rule 6004(h), the terms and provisions of this Order shall be immediately effective and enforceable upon its entry.

11. The Debtors are hereby authorized to take all actions necessary to effectuate the relief granted in this Order.

12. This Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation or interpretation of this Order.

Dated: December 10th, 2019
Wilmington, Delaware



KAREN B. OWENS
UNITED STATES BANKRUPTCY JUDGE

Fill in this information to identify the case:

United States Bankruptcy Court for the:

District of Delaware (State)

Case number (if known): Chapter 11

Check if this is an amended filing

Official Form 201

Voluntary Petition for Non-Individuals Filing for Bankruptcy

04/19

If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write the debtor's name and the case number (if known). For more information, a separate document, Instructions for Bankruptcy Forms for Non-Individuals, is available.

1. Debtor's name Celadon Trucking Services, Inc.

2. All other names debtor used in the last 8 years. Include any assumed names, trade names, and doing business as names.

3. Debtor's federal Employer Identification Number (EIN) 13 - 3276138

4. Debtor's address. Principal place of business: 9503 East 33rd Street, Indianapolis IN 46235, Marion County. Mailing address, if different from principal place of business. Location of principal assets, if different from principal place of business.

5. Debtor's website (URL) https://celadontrucking.com

6. Type of debtor [X] Corporation (including Limited Liability Company (LLC) and Limited Liability Partnership (LLP)) [] Partnership (excluding LLP) [] Other. Specify:

Debtor Celadon Trucking Services, Inc.
Name

Case number (if known) _____

7. Describe debtor's business

A. Check one:

- Health Care Business (as defined in 11 U.S.C. § 101(27A))
- Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))
- Railroad (as defined in 11 U.S.C. § 101(44))
- Stockbroker (as defined in 11 U.S.C. § 101(53A))
- Commodity Broker (as defined in 11 U.S.C. § 101(6))
- Clearing Bank (as defined in 11 U.S.C. § 781(3))
- None of the above

B. Check all that apply:

- Tax-exempt entity (as described in 26 U.S.C. § 501)
- Investment company, including hedge fund or pooled investment vehicle (as defined in 15 U.S.C. § 80a-3)
- Investment advisor (as defined in 15 U.S.C. § 80b-2(a)(11))

C. NAICS (North American Industry Classification System) 4-digit code that best describes debtor. See <http://www.uscourts.gov/four-digit-national-association-naics-codes>.

4 8 4 1

8. Under which chapter of the Bankruptcy Code is the debtor filing?

Check one:

- Chapter 7
- Chapter 9
- Chapter 11. Check all that apply:
 - Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$2,725,625 (amount subject to adjustment on 4/01/22 and every 3 years after that).
 - The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D). If the debtor is a small business debtor, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if all of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
 - A plan is being filed with this petition.
 - Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).
 - The debtor is required to file periodic reports (for example, 10K and 10Q) with the Securities and Exchange Commission according to § 13 or 15(d) of the Securities Exchange Act of 1934. File the *Attachment to Voluntary Petition for Non-Individuals Filing for Bankruptcy under Chapter 11* (Official Form 201A) with this form.
 - The debtor is a shell company as defined in the Securities Exchange Act of 1934 Rule 12b-2.
- Chapter 12

9. Were prior bankruptcy cases filed by or against the debtor within the last 8 years?

- No
- Yes. District _____ When _____ Case number _____
MM / DD / YYYY
- District _____ When _____ Case number _____
MM / DD / YYYY

If more than 2 cases, attach a separate list.

10. Are any bankruptcy cases pending or being filed by a business partner or an affiliate of the debtor?

- No
- Yes. Debtor See Rider 1 Relationship Affiliate
District Delaware When 12/8/2019
MM / DD / YYYY
- Case number, if known _____

List all cases. If more than 1, attach a separate list.

Debtor Celadon Trucking Services, Inc.
Name

Case number (if known) _____

11. Why is the case filed in this district?

Check all that apply:

- Debtor has had its domicile, principal place of business, or principal assets in this district for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other district.
- A bankruptcy case concerning debtor's affiliate, general partner, or partnership is pending in this district.

12. Does the debtor own or have possession of any real property or personal property that needs immediate attention?

- No
- Yes. Answer below for each property that needs immediate attention. Attach additional sheets if needed.

Why does the property need immediate attention? (Check all that apply.)

- It poses or is alleged to pose a threat of imminent and identifiable hazard to public health or safety.
What is the hazard? _____
- It needs to be physically secured or protected from the weather.
- It includes perishable goods or assets that could quickly deteriorate or lose value without attention (for example, livestock, seasonal goods, meat, dairy, produce, or securities-related assets or other options).
- Other _____

Where is the property? _____

Number Street

City State ZIP Code

Is the property insured?

- No
- Yes. Insurance agency _____
Contact name _____
Phone _____

Statistical and administrative information

13. Debtor's estimation of available funds

Check one:

- Funds will be available for distribution to unsecured creditors.
- After any administrative expenses are paid, no funds will be available for distribution to unsecured creditors.

14. Estimated number of creditors

- | | | |
|----------------------------------|--|--|
| <input type="checkbox"/> 1-49 | <input type="checkbox"/> 1,000-5,000 | <input type="checkbox"/> 25,001-50,000 |
| <input type="checkbox"/> 50-99 | <input checked="" type="checkbox"/> 5,001-10,000 | <input type="checkbox"/> 50,001-100,000 |
| <input type="checkbox"/> 100-199 | <input type="checkbox"/> 10,001-25,000 | <input type="checkbox"/> More than 100,000 |
| <input type="checkbox"/> 200-999 | | |

15. Estimated assets

- | | | |
|--|---|--|
| <input type="checkbox"/> \$0-\$50,000 | <input type="checkbox"/> \$1,000,001-\$10 million | <input type="checkbox"/> \$500,000,001-\$1 billion |
| <input type="checkbox"/> \$50,001-\$100,000 | <input type="checkbox"/> \$10,000,001-\$50 million | <input type="checkbox"/> \$1,000,000,001-\$10 billion |
| <input type="checkbox"/> \$100,001-\$500,000 | <input type="checkbox"/> \$50,000,001-\$100 million | <input type="checkbox"/> \$10,000,000,001-\$50 billion |
| <input type="checkbox"/> \$500,001-\$1 million | <input checked="" type="checkbox"/> \$100,000,001-\$500 million | <input type="checkbox"/> More than \$50 billion |

Debtor Celadon Trucking Services, Inc.
Name

Case number (if known) _____

16. Estimated liabilities
- | | | |
|--|---|--|
| <input type="checkbox"/> \$0-\$50,000 | <input type="checkbox"/> \$1,000,001-\$10 million | <input type="checkbox"/> \$500,000,001-\$1 billion |
| <input type="checkbox"/> \$50,001-\$100,000 | <input type="checkbox"/> \$10,000,001-\$50 million | <input type="checkbox"/> \$1,000,000,001-\$10 billion |
| <input type="checkbox"/> \$100,001-\$500,000 | <input type="checkbox"/> \$50,000,001-\$100 million | <input type="checkbox"/> \$10,000,000,001-\$50 billion |
| <input type="checkbox"/> \$500,001-\$1 million | <input checked="" type="checkbox"/> \$100,000,001-\$500 million | <input type="checkbox"/> More than \$50 billion |

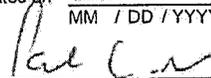
Request for Relief, Declaration, and Signatures

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

17. Declaration and signature of authorized representative of debtor
- The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.
 - I have been authorized to file this petition on behalf of the debtor.
 - I have examined the information in this petition and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 12/8/2019
MM / DD / YYYY



Signature of authorized representative of debtor

Paul Svindland

Printed name

Title Chief Executive Officer

18. Signature of attorney



Signature of attorney for debtor

Date 12/8/2019

MM / DD / YYYY

Stuart M. Brown

Printed name

DLA Piper LLP (US)

Firm name

1201 N. Market Street, Suite 2100

Number Street

Wilmington

City

DE

State

19801

ZIP Code

(302) 468-5700

Contact phone

stuart.brown@us.dlapiper.com

Email address

4050

Bar number

Delaware

State

Fill in this information to identify the case and this filing:

Debtor Name Celadon Trucking Services, Inc.

United States Bankruptcy Court for the: District of Delaware
(State)

Case number (if known): _____

RIDER 1

Pending Bankruptcy Cases Filed by the Debtor and Affiliates of the Debtor

On the date hereof, each of the entities listed below (collectively, the “Debtors”) filed a voluntary petition in the United States Bankruptcy Court for the District of Delaware for relief under chapter 11 of title 11 of the United States Code. The Debtors have moved for joint administration of their cases, with the lead case number assigned to the chapter 11 case of Celadon Group, Inc.

- Celadon Group, Inc.
- A R Management Services, Inc.
- Bee Line, Inc.
- Celadon Canadian Holdings, Limited
- Celadon E-Commerce, Inc.
- Celadon International Corporation
- Celadon Logistics Services, Inc.
- Celadon Mexicana, S.A. de C.V.
- Celadon Realty, LLC
- Celadon Trucking Services, Inc.
- Distribution, Inc.
- Eagle Logistics Services Inc.
- Hyndman Transport Limited
- Jaguar Logistics, S.A. de C.V.
- Leasing Servicios, S.A. de C.V.
- Osborn Transportation, Inc.
- Quality Companies LLC
- Quality Equipment Leasing, LLC
- Quality Insurance LLC
- Servicios Corporativos Jaguar, S.C.
- Servicios de Transportación Jaguar, S.A. de C.V.
- Stinger Logistics, Inc.
- Strategic Leasing, Inc.
- Taylor Express, Inc.
- Transportation Insurance Services Risk Retention Group, Inc.
- Vorbas, LLC

**SECRETARY'S CERTIFICATE OF
RESOLUTIONS OF THE GOVERNING BODY OF**

**CELADON GROUP, INC.
CELADON TRUCKING SERVICES, INC.
CELADON LOGISTICS SERVICES, INC.
QUALITY EQUIPMENT LEASING, LLC
OSBORN TRANSPORTATION, INC.
CELADON REALTY, LLC
DISTRIBUTION, INC.
EAGLE LOGISTICS SERVICES INC.
QUALITY COMPANIES LLC
TAYLOR EXPRESS, INC.
VORBAS, LLC
QUALITY INSURANCE LLC
CELADON E-COMMERCE, INC.
BEE LINE, INC.
CELADON INTERNATIONAL CORPORATION
STINGER LOGISTICS, INC.
STRATEGIC LEASING, INC.
TRANSPORTATION INSURANCE SERVICES RISK RETENTION GROUP, INC.
CELADON CANADIAN HOLDINGS, LIMITED
JAGUAR LOGISTICS, S.A. DE C.V.
HYNDMAN TRANSPORT LIMITED
CELADONA MEXICANA, S.A. DE C.V.
SERVICIOS DE TRANSPORTACIÓN JAGUAR, S.A. DE C.V.
SERVICIOS CORPORATIVOS JAGUAR, S.C.
LEASING SERVICIOS, S.A. DE C.V.
A R MANAGEMENT SERVICES, INC.**

Dated: December 8, 2019

I, Chase Welsh, the undersigned Secretary of Celadon Group, Inc., Celadon Trucking Services, Inc., Celadon Logistics Services, Inc., Quality Equipment Leasing, LLC, Osborn Transportation, Inc., Celadon Realty, LLC, Distribution, Inc., Eagle Logistics Services Inc., Quality Companies LLC, Taylor Express, Inc., Vorbias, LLC, Quality Insurance LLC, Celadon E-Commerce, Inc., Bee Line, Inc., Celadon International Corporation, Stinger Logistics, Inc., Strategic Leasing, Inc., Transportation Insurance Services Risk Retention Group, Inc., Celadon Canadian Holdings, Limited, Jaguar Logistics, S.A. de C.V., Hyndman Transport Limited, Celadona Mexicana, S.A. de C.V., Servicios de Transportación Jaguar, S.A. de C.V., Servicios Corporativos Jaguar, S.C., Leasing Servicios, S.A. de C.V., and A R Management Services, Inc. (each a "Company") hereby certify that, on December 8, 2019, the following resolutions were duly adopted and authorized in accordance with the requirements of applicable law by (i) all of the members of the board of directors, (ii) all of the directors, (iii) the sole director, (iv) the sole manager, (v) the sole member, (vi) the sole voting member or (vi) the sole shareholder, as the case

may be (in each case, the “Governing Body”), of each Company at meetings of each Governing Body held on December 8, 2019, and that were recorded in the minute book of each Company, and that they have not been amended, modified or rescinded and, accordingly, are in full force and effect.

A. Chapter 11 Filing

WHEREAS, the Governing Body of each Company considered presentations by the management and the financial and legal advisors of such Company regarding the liabilities and liquidity situation of such Company, the strategic alternatives available to it and the effect of the foregoing on each Company’s business;

WHEREAS, the Governing Body of each Company has had the opportunity to consult with the management and the financial and legal advisors of such Company and fully consider each of the strategic alternatives available to such Company, including the Chapter 11 Case and Chapter 11 Filings (both as defined below); and

WHEREAS, the Governing Body of each Company has determined after consulting with its financial and legal advisors, that it is in the best interests of each Company that each Company avail itself of the protections afforded by chapter 11 of the United States Bankruptcy Code, 11 U.S.C. § 101 *et seq.* (the “Bankruptcy Code”), by making a voluntary petition to commence a case under the same.

NOW, THEREFORE, IT IS

RESOLVED, that with respect to each Company, any officer of such Company (each an “Authorized Person”), acting solely or jointly, be, and each hereby is, authorized, empowered, and directed, with full power of delegation, to negotiate, execute, deliver, file with the Bankruptcy Court, and perform, in the name and on behalf of each Company, and under its corporate seal or otherwise, all plans, petitions, schedules, statements, motions, lists, applications, pleadings, papers, affidavits, declarations, orders and other documents (collectively, the “Chapter 11 Filings”) (with such changes therein and additions thereto as any such Authorized Person may deem necessary, appropriate or advisable, the execution and delivery of any of the Chapter 11 Filings by any such Authorized Person with any changes thereto to be conclusive evidence that any such Authorized Person deemed such changes to meet such standard); and it is further

RESOLVED, that with respect to each Company, each Authorized Person, in each case, acting singly or jointly, be, and each hereby is, authorized, empowered, and directed, with full power of delegation, in the name and on behalf of such Company, to take and perform any and all further acts and deeds, whether such acts and deeds be taken in the United States, Canada or Mexico, that such Authorized Person, in consultation with such Company’s legal and financial advisors, deems necessary, appropriate, or desirable in connection with such Company’s chapter 11 case (the “Chapter 11 Cases” and each, a “Chapter 11 Case”) or the Chapter 11 Filings including, without limitation, (i) the payment of fees, expenses and taxes such Authorized Person deems necessary, appropriate, or desirable, and (ii) negotiating, executing, delivering, performing and filing any and all additional documents, schedules, statements, lists, papers, agreements, certificates and/or instruments (or any amendments or modifications thereto) in connection with,

or in furtherance of, such Chapter 11 Case with a view to the successful prosecution of such Chapter 11 Case (such acts to be conclusive evidence that such Authorized Person deemed the same to meet such standard).

B. Retention of Advisors

IT IS FURTHER RESOLVED, that with respect to each Company, each Authorized Person be, and they hereby are, authorized and directed to employ the law firm of DLA Piper LLP (US) as general bankruptcy counsel to represent and assist each Company in carrying out its duties under the Bankruptcy Code, and to take any and all actions to advance each Company's rights and obligations, including filing any pleadings; and in connection therewith, each of the Authorized Persons, with power of delegation, are hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers, and to cause to be filed an appropriate application for authority to retain the services of DLA Piper LLP (US); and it is further

RESOLVED, that with respect to each Company, each Authorized Person be, and they hereby are, authorized and directed to employ the law firm of Scudder Law Firm, P.C., L.L.O.) as special counsel to represent and assist each Company in general corporate governance and legacy liability management, and to take any and all actions to advance each Company's rights and obligations, including filing any pleadings; and in connection therewith, each of the Authorized Persons, with power of delegation, are hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers, and to cause to be filed an appropriate application for authority to retain the services of Scudder Law Firm, P.C., L.L.O.; and it is further

RESOLVED, that with respect to each Company, each Authorized Person be, and they hereby are, authorized and directed to employ the firm of AlixPartners, LLP as financial advisor (the "Financial Advisor") to represent to represent and assist each Company in carrying out its duties under the Bankruptcy Code, and to take any and all actions to advance each Company's rights and obligations; and in connection therewith, each of the Authorized Persons with power of delegation, are hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers, and to cause to be filed an appropriate application for authority to retain the services of the Financial Advisor; and it is further

RESOLVED, that with respect to each Company, each Authorized Person be, and they hereby are, authorized and directed to employ the firm of Kurtzman Carson Consultants LLC as notice, claims, and balloting agent and as administrative advisor (the "Claims Agent") to represent and assist each Company in carrying out its duties under the Bankruptcy Code, and to take any and all actions to advance each Company's rights and obligations; and in connection therewith, each of the Authorized Persons, with power of delegation, are hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers, and to cause to be filed appropriate applications for authority to retain the services of Claims Agent.

C. Cash Collateral and Adequate Protection

IT IS FURTHER RESOLVED, that each Company will obtain benefits from the use of collateral, including cash collateral, as that term is defined in section 363(a) of the Bankruptcy Code (the "Collateral"), which is security for the prepetition secured lenders (collectively, the

“Prepetition Secured Lenders”) party to that certain Credit and Security Agreement dated July 31, 2019 among Celadon Group, Inc., certain of its subsidiaries, and MidCap Financial Trust as administrative agent and lender and that certain Second Amended and Restated Credit Agreement dated July 31, 2019 among Celadon Group, Inc., certain of its subsidiaries as guarantors thereto, Blue Torch Finance, LLC, as administrative agent, and BTC Holdings Fund I, LLC, BTC Holdings Fund I-B, LLC, BTC Holdings SC Fund LLC, and Luminus Energy Partners Master Fund, Ltd. each as lenders (collectively, the “Prepetition Loan Documents”); and it is further

RESOLVED, that in order to use and obtain the benefits of the Collateral, and in accordance with section 363 of the Bankruptcy Code, each Company will provide certain adequate protection to the Prepetition Secured Lenders (the “Adequate Protection Obligations”), as documented in one or more proposed orders (the “Cash Collateral Order”) and submitted for approval to the Bankruptcy Court; and it is further

RESOLVED, that the form, terms and provisions of the Cash Collateral Order to which each Company is or will be subject, and the actions and transactions contemplated thereby be, and hereby are authorized, adopted and approved, and each of the Authorized Persons of such Company be, and they hereby are, authorized and empowered, in the name of and on behalf of such Company, to take such actions and negotiate or cause to be prepared and negotiated and to execute, deliver, perform and cause the performance of, the Cash Collateral Order, and such other agreements, certificates, instruments, receipts, petitions, motions or other papers or documents to which such Company is or will be a party (collectively with the Cash Collateral Order, the “Cash Collateral Documents”), incur and pay or cause to be paid all fees and expenses and engage such persons, in each case, in the form or substantially in the form thereof submitted to the Governing Body of such Company, with such changes, additions and modifications thereto as the officers of such Company executing the same shall approve, such approval to be conclusively evidenced by such officers’ execution and delivery thereof; and it is further

RESOLVED, with respect to each Company, as debtor and debtor in possession under the Bankruptcy Code be, and hereby is, authorized to incur the Adequate Protection Obligations (as set forth in the Cash Collateral Order) and to undertake any and all related transactions on substantially the same terms as contemplated under the Cash Collateral Documents (collectively, the “Adequate Protection Transactions”); and it is further

RESOLVED, that with respect to each Company, any Authorized Persons of such Company be, and they hereby are, authorized and directed, and each of them acting alone hereby is, authorized, directed and empowered in the name of, and on behalf of, such Company, as debtor and debtor in possession, to take such actions as in their discretion is determined to be necessary, desirable, or appropriate and execute the Adequate Protection Transactions, including delivery of: (a) the Cash Collateral Documents and such agreements, certificates, instruments, guaranties, notices and any and all other documents, including, without limitation, any amendments to any Cash Collateral Documents (collectively, the “Adequate Protection Documents”); (b) such other instruments, certificates, notices, assignments, and documents as may be reasonably requested by the Agent; and (c) such forms of deposit, account control agreements, officer’s certificates and compliance certificates as may be required by the Cash Collateral Documents or any other Adequate Protection Document; and it is further

RESOLVED, that with respect to each Company, each of the Authorized Persons be, and they hereby are, authorized, directed and empowered in the name of, and on behalf of, such Company (i) to file or to authorize the agents under the Prepetition Loan Documents (the "Agent") to file any Uniform Commercial Code (the "UCC") financing statements, any mortgages, any other equivalent filings, any intellectual property filings and recordation and any necessary assignments for security or other documents in the name of the Company that the Agent deems necessary or appropriate to perfect any lien or security interest granted under the Cash Collateral Order, including any such UCC financing statement containing a generic description of collateral, such as "all assets," "all property now or hereafter acquired" and other similar descriptions of like import, and to execute and deliver, and to record or authorize the recording of, such mortgages and deeds of trust in respect of real property of the Company and such other filings in respect of intellectual and other property of the Company, in each case as may be necessary under the Cash Collateral Order, and (ii) to take all such further actions, including, without limitation, to pay or approve the payment of all fees and expenses payable in connection with the Adequate Protection Transactions and all fees and expenses incurred by or on behalf of the Company in connection with the foregoing resolutions, in accordance with the terms of the Adequate Protection Documents, which shall in their sole judgment be necessary, proper or advisable to perform the Company's obligations under or in connection with the Cash Collateral Order or any of the other Adequate Protection Documents; and it is further

RESOLVED, that with respect to each Company, any Authorized Persons of such Company be, and they hereby are, authorized, directed and empowered in the name of, and on behalf of, such Company to take all such further actions, including, without limitation, to pay or approve the payment of all fees and expenses payable in connection with the Adequate Protection Transactions and all fees and expenses incurred by or on behalf of such Company in connection with the foregoing resolutions, in accordance with the terms of the Adequate Protection Documents, which shall in their sole judgment be necessary, proper or advisable to perform such Company's obligations under or in connection with the Cash Collateral Order or any of the other Adequate Protection Documents and the transactions contemplated therein and to carry out fully the intent of the foregoing resolutions; and it is further

RESOLVED, that with respect to each Company, any Authorized Persons hereby are, authorized, directed and empowered in the name of, and on behalf of, such Company, to execute and deliver any amendments, supplements, modifications, renewals, replacements, consolidations, substitutions and extensions of the Cash Collateral Order or any of the Adequate Protection Documents or to do such other things which shall in their sole judgment be necessary, desirable, proper or advisable to give effect to the foregoing resolutions, which determination shall be conclusively evidenced by their execution thereof.

D. Debtor-in-Possession Financing

IT IS FURTHER RESOLVED, that each Company, as debtor and debtor in possession under the Chapter 11 Cases shall be, and hereby is, authorized by the Governing Body of each respective Company to: (a) undertake any and all transactions contemplated in the Debtor in Possession Secured Multi-Draw Term Promissory Note (the "DIP Note") by and among Celadon Group, Inc., Blue Torch Finance, LLC, as agent, and the post-petition lenders thereto, on substantially the terms and subject to the conditions described to each Governing Body and as set

forth in the DIP Note or as may hereafter be fixed or authorized by each of the Authorized Persons (and their designees and delegates), acting alone or with one or more other Authorized Persons; (b) borrow funds from, request the issuance of letters of credit, provide guaranties to and undertake any and all related transactions contemplated thereby (collectively, the "Financing Transactions", and each such transaction, a "Financing Transaction") with such Lenders and on such terms as may be approved by any one or more of the Authorized Persons, as reasonably necessary for the continuing conduct of the affairs of such Company; (c) execute and deliver and cause such Company to incur and perform its obligations under the DIP Note and Financing Transactions; (d) finalize the DIP Note and Financing Transactions, consistent in all material respects with those that have been presented to and reviewed by each respective Governing Body; and (e) pay related fees and grant security interests in and liens upon some, any or all of such Company's assets, as may be deemed necessary by any one or more of the Authorized Persons in connection with such Financing Transactions; and it is further

RESOLVED, that with respect to each Company, each of the Authorized Persons (and their designees and delegates), acting alone or with one or more other Authorized Persons be, and they hereby are, authorized, directed and empowered in the name of, and on behalf of, such Company, as debtor and debtor in possession, to take such actions and negotiate or cause to be prepared and negotiated and to execute, file, deliver and cause each Company to incur and perform its obligations under the DIP Note and the ancillary documents (collectively, the "DIP Loan Documents"), any Secured Cash Management Agreements, any agreements with any Letter of Credit Issuer, and all other agreements, instruments and documents (including, without limitation, any and all other intercreditor agreement, joinders, mortgages, deeds of trust, consents, notes, pledge agreements, security agreements, control agreements, interest rate swaps, caps, collars or similar hedging agreement and any agreements with any entity (including governmental authorities) requiring or receiving cash collateral, letters of credit or other credit support with proceeds from the DIP Note) or any amendments thereto or waivers thereunder (including, without limitation, any amendments, waivers or other modifications of any of the DIP Loan Documents) that may be contemplated by, or required in connection with, the DIP Note, the DIP Loan Documents and the Financing Transactions (collectively, the "DIP Financing Documents"), incur and pay or cause to be paid all fees and expenses and engage such persons, in each case, as such Authorized Person shall in his or her judgment determine to be necessary or appropriate to consummate the transactions contemplated by the DIP Note and DIP Loan Documents, which determination shall be conclusively evidenced by his or her execution or delivery thereof; and it is further

RESOLVED, that the form, terms and provisions of the DIP Note and each of the other DIP Loan Documents be, and the same hereby are in all respects approved, and that with respect to each Company, any Authorized Persons or other authorized persons or officers of such Company are hereby authorized and empowered, in the name of and on behalf of such Company, to execute and deliver and to execute and file the DIP Note and each of the DIP Loan Documents to which such Company is a party, each in the form or substantially in the form thereof submitted to each respective Governing Body with such changes, additions and modifications thereto as the officers of such Company executing the same shall approve, such approval to be conclusively evidenced by such officers' execution and delivery thereof; and it is further

RESOLVED, that the with respect to each Company, any Authorized Person be, and each of them hereby are, authorized and empowered to authorize Blue Torch Finance, LLC (the “DIP Agent”) to file any UCC financing statements and any necessary assignments for security or other documents in the name of each Company that the DIP Agent deems necessary or appropriate to perfect any lien or security interest granted under the DIP Loan Documents, including any such UCC financing statement containing a super-generic description of collateral, such as “all assets,” “all property now or hereafter acquired” and other similar descriptions of like import, and to execute and deliver, and to record or authorize the recording of, such mortgages and deeds of trust in respect of real property of such Company and such other filings in respect of intellectual and other property of such Company, in each case as the DIP Agent may reasonably request to perfect the security interests of the DIP Agent on behalf of itself and the other secured parties under the DIP Loan Documents; and it is further

RESOLVED, that with respect to each Company, any Authorized Person be, and hereby are, authorized and empowered, in consultation with the respective Governing Body, to execute and deliver any amendments, supplements, modifications, renewals, replacements, consolidations, substitutions and extensions of the DIP Note or any of the other DIP Loan Documents or any of the other DIP Financing Documents, and to execute and file on behalf of such Company all petitions, schedules, lists and other motions, papers or documents, which shall in his or her sole judgment be necessary, proper or advisable, which determination shall be conclusively evidenced by his or her execution thereof; it is further

RESOLVED, that each Company will obtain benefits from the incurrence of the loans and letters of credit under the DIP Note by the Borrower thereunder and the occurrence and consummation of the Financing Transactions under the DIP Note and the DIP Loan Documents and the transactions under the DIP Financing Documents, which are necessary and appropriate to the conduct, promotion and attainment of the business of such Company; and it is further

RESOLVED, that the capitalized terms used in the resolutions under the caption “Debtor-in-Possession Financing” and not otherwise defined herein shall have the meanings ascribed to such terms in the DIP Note.

E. Form 8-K Filing

IT IS FURTHER RESOLVED, that in connection with the Chapter 11 Filings, the Governing Body of Celadon Group, Inc. authorizes the filing with the Securities and Exchange Commission of a Current Report on Form 8-K and press release, each substantially in the form previously provided to the Governing Body of Celadon Group, Inc. and discussed at this meeting, but with such changes and additions as are required by law or as such officers, in their discretion, deem necessary or appropriate, and authorizes such other filings in connection therewith as are required by the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

F. Ratification

IT IS FURTHER RESOLVED, that any and all past actions heretofore taken by any Authorized Person, any director, or any member of any Company in the name and on behalf of

such Company in furtherance of any or all of the preceding resolutions be, and the same hereby are, ratified, confirmed, and approved in all respects.

G. General Authorization

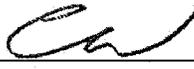
IT IS FURTHER RESOLVED, that with respect to each Company, any Authorized Person, each one of whom may act without the joinder of any of the others, hereby is authorized, empowered, and directed, with full power of delegation, in the name and on behalf of such Company, to take, cause to be taken, or perform any and all further acts or deeds, including, without limitation, (i) the negotiation of such additional agreements, amendments, modifications, supplements, reports, documents, instruments, applications, notes or certificates not now known but which may be required, (ii) the execution, delivery and filing (if applicable) of any of the foregoing, and (iii) the payment of all fees, consent payments, taxes, and other expenses as any such Authorized Person, in his or her sole discretion, may approve or deem necessary, appropriate, or desirable to carry out the intent and accomplish the purposes of the foregoing resolutions and the transactions contemplated thereby, all of such actions, executions, deliveries, filings, and payments to be conclusive evidence of such approval or that such Authorized Person deemed the same to meet such standard; and it is further

RESOLVED, that any and all past actions heretofore taken by any Authorized Person, any director, manager, or member of any Company in the name and on behalf of such Company in furtherance of any or all of the preceding resolutions be, and the same hereby are, ratified, confirmed, and approved in all respects; and it is further

RESOLVED, that the Secretary of each Company is hereby authorized and empowered to certify that these resolutions have been duly adopted to such person or persons as the Secretary deems entitled thereto, and to attest or witness the execution of the documents authorized by the foregoing resolutions, and to sign and affix such Company's seal to such documents as may be necessary or appropriate.

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IN WITNESS WHEREOF, the undersigned has executed this Secretary's Certificate of the Resolutions of the Board of Directors of the Companies as of the 8th day of December 2019.

By: 
Name: Chase Welsh
Title: Executive Vice President, Secretary, and
General Counsel

Fill in this information to identify the case:

Debtor name: Celadon Trucking Services, Inc.
 United States Bankruptcy Court for the District of Delaware
 Case number (if known): TBD

Check if this is an amended filing

Official Form 204

Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 50 Largest Unsecured Claims and Are Not Insiders

12/15

A list of creditors holding the 50 largest unsecured claims must be filed in a Chapter 11 or Chapter 9 case. Include claims which the debtor disputes. Do not include claims by any person or entity who is an insider, as defined in 11 U.S.C. § 101(31). Also, do not include claims by secured creditors, unless the unsecured claim resulting from inadequate collateral value places the creditor among the holders of the 50 largest unsecured claims.

Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim if the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
				Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
1 U.S. DEPARTMENT OF JUSTICE 950 PENNSYLVANIA AVENUE, NW WASHINGTON, DC 20530	PHONE: 202-514-2000 FAX: 202-397-7777 EMAIL: ASKDOJ@USDOJ.GOV	LITIGATION CLAIM				\$33,000,000.00
2 TA DISPATCH, LLC BRIAN BARZE 1810 AVENUE C ENSLEY, AL 35218 ADDITIONAL CONTACT: BALCH & BINGHAM LLP 1901 6TH AVENUE NORTH, SUITE 1500 BIRMINGHAM, AL 35203 FACSIMILE: (205) 488-5696 ATTENTION: TIMOTHY J. SEGERS EMAIL: TSEGERS@BALCH.COM	BRIAN BARZE PHONE: 205-788-4000 FAX: 205-788-4400 EMAIL: BBARZE@PSTRANS.COM	TRADE				\$4,676,261.37
3 COMDATA CORPORATION KURT PRESLEY 5301 MARYLAND WAY BRENTWOOD, TN 37027	KURT PRESLEY PHONE: 615-370-7930 FAX: 615-370-7209, 615-370-7771 EMAIL: KPRESLEY@COMDATA.COM	TRADE				\$2,800,000.00
4 PILOT TRAVEL CENTERS, LLC TONYA VAUGHN 5500 LONAS DRIVE STE 200 KNOXVILLE, TN 37909	TONYA VAUGHN PHONE: 665-474-2543 FAX: 665-460-2801, 665-287-1812 EMAIL: STEPHANIE.ROBERTS@PILOTTRAVELCENTERS.COM; LUKE.RUSSELL@PILOTTRAVELCENTERS.COM	TRADE				\$2,500,000.00
5 TRANSPORTATION ENTERPRISE LEASING SHERI AABERG 400 BIRMINGHAM HIGHWAY CHATTANOOGA, TN 37419	SHERI AABERG PHONE: 423-463-3387 FAX: 423-621-5442 EMAIL: S.AABERG@TELEASING.COM	LESSOR				\$2,038,723.00
6 SHERYL RAY THE SIMON LAW FIRM - JOHN SIMON 800 MARKET ST. SUITE 1700 ST. LOUIS, MO 63101	THE SIMON LAW FIRM - JOHN SIMON PHONE: (314) 310-5929 FAX: 314-241-2029 EMAIL: JSIMON@SIMONLAWPC.COM	LITIGATION CLAIM	CONTINGENT			\$1,493,074.05
7 GRANT THORNTON LLP 1901 S. MEYERS RD SUITE 455 OAKBROOK TERRACE, IL 60181	PHONE: 630-873-2500 FAX: 630-873-2800 EMAIL: CASH@US.GT.COM	PROFESSIONAL				\$1,361,612.41
8 ZA-0002369 TBD - MONDAY FROM TPA	TBD - MONDAY FROM TPA	LITIGATION CLAIM	CONTINGENT			\$1,284,461.72
9 THE GOODYEAR TIRE & RUBBER COMPANY RICHARD KIRK 200 INNOVATION WAY AKRON, OH 44316	RICHARD KIRK PHONE: 330-796-2121 FAX: 330-796-2222 EMAIL: RICHARD.KIRK@GOODYEAR.COM	TRADE				\$1,261,824.15
10 COMERCIALIZADORA Y DISTRIBUIDORA MARTINEZ Y MITZ PATTY BENITEZ AVILA 350 CONZALITOS CDN9801154V NUEVO LEON, 64020 MEXICO	PATTY BENITEZ PHONE: 83731511 EMAIL: COBRANZA@MYENERGY.COM.MX	TRADE				\$1,195,455.57
11 ZA-00014240 TBD - MONDAY FROM TPA	TBD - MONDAY FROM TPA	LITIGATION CLAIM	CONTINGENT			\$1,000,000.00
12 VAAA1CDV2010065485 TBD - MONDAY FROM TPA	TBD - MONDAY FROM TPA	LITIGATION CLAIM	CONTINGENT			\$903,570.38
13 PINNACLE FLEET SOLUTIONS PATTY SEIDELMAN P.O. BOX 742294 ATLANTA, GA 30374	PATTY SEIDELMAN PHONE: 630-623-7676 FAX: 503-745-8921 EMAIL: PSEIDELMAN@CORCENTRIC.COM	TRADE				\$762,231.56
14 GOODWIN PROCTER LLP LLOYD WINAWER 601 MARSHALL STREET REDWOOD CITY, CA 94063	LLOYD WINAWER PHONE: +1 650 752 3148 FAX: 650-853-1036 EMAIL: LWINAWER@GOODWINLAW.COM	PROFESSIONAL				\$754,316.95
15 JACKIE MCCOY RONALD WELDY 8363 CRAIG STREET STE. 330 INDIANAPOLIS, IN 46250	RONALD WELDY PHONE: 317-842-6600; 877-211-7519 FAX: 317-842-6933 EMAIL: RWELDY@WELDYLEGAL.COM	LITIGATION CLAIM	CONTINGENT			\$750,000.00
16 MASTER FLEET NATIONAL, LLC DERRICK WASHINGTON, PRESIDENT 1210 MID VALLEY ROAD DE PERE, WI 54115	DERRICK WASHINGTON, PRESIDENT PHONE: (920) 347-3513 FAX: 920-347-1820; 920-347-1821; 920-498-8816 EMAIL: DWASHINGTON@MFNATL.COM	TRADE				\$734,939.30

Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
				Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
17 ERNST & YOUNG U.S. LLP MICHAEL STAVRIDIS 55 N UPPER WACKER DR #2000 CHICAGO, IL 60606 ADDITIONAL CONTACT: ERNST & YOUNG 11 MONUMENT CIR #4000, INDIANAPOLIS, IN 46204 (317) 681-7000 JOHN FEDERICI	MICHAEL STAVRIDIS PHONE: (312) 879-2000 FAX: 312-879-4500 EMAIL: MICHAEL.STAVRIDIS@EY.COM	PROFESSIONAL			\$571,881.08	
18 PACCAR PARTS 750 HOUSER WAY N RENTON, WA 98057	PHONE: 425-254-4400 FAX: 425-468-8216 EMAIL: REMITTANCE@PACCARPARTSFLEETSERVICES.COM	TRADE			\$545,275.78	
19 ZA-00013207 TBD - MONDAY FROM TPA	TBD - MONDAY FROM TPA	LITIGATION CLAIM	CONTINGENT		\$520,000.00	
20 TANGO TRANSPORT, LLC, ET AL ROBERT H. BEZUCHA ROBERTS CUNNINGHAM & STRIPLING LLP 12222 MERIT DRIVE SUITE 800 DALLAS, TX 75251	ROBERT H. BEZUCHA PHONE: 214-696-3200 FAX: 214-696-5971 EMAIL: BEZUCHA@SBCGLOBAL.NET; BBEZUCHA@RCSLLP.COM; ROBERTBEZUCHALAW@GMAIL.COM	LITIGATION CLAIM	CONTINGENT		\$500,000.00	
21 P+D MEXICO, S.A. DE C.V.	PHONE: 55-5850-1440; 800-800-7273 EMAIL: CAVI@PASE.COM.MX; COMENTARIOS@PASE.COM.MX	TRADE			\$468,329.56	
22 THE JOHNSON GROUP LLC BRETT WILLIAMS 436 MARKET STREET CHATTANOOGA, TN 37402	BRETT WILLIAMS PHONE: 423-424-3015 FAX: 423-267-0475 EMAIL: B.WILLIAMS@JOHNGROUP.COM	TRADE			\$431,157.37	
23 MILESTONE EQUIPMENT HOLDINGS LLC JOHN HORGAN 3050 W. CLAY STREET SUITE 300 ST. CHARLES, MO 63301	JOHN HORGAN PHONE: 636-733-6762 FAX: 666-395-4403 EMAIL: JOHN.HORGAN@MILECORP.COM	LESSOR			\$428,298.00	
24 ZA-00008529 TBD - MONDAY FROM TPA	TBD - MONDAY FROM TPA	LITIGATION CLAIM	CONTINGENT		\$406,158.69	
25 ZA-00003859 TBD - MONDAY FROM TPA	TBD - MONDAY FROM TPA	LITIGATION CLAIM	CONTINGENT		\$400,000.00	
26 ZA-00010711 TBD - MONDAY FROM TPA	TBD - MONDAY FROM TPA	LITIGATION CLAIM	CONTINGENT		\$400,000.00	
27 ZA-00009327 TBD - MONDAY FROM TPA	TBD - MONDAY FROM TPA	LITIGATION CLAIM	CONTINGENT		\$367,500.00	
28 POZA Y ASOCIADOS JULIAN PEDROZA S.C. INSURGENTES SUR 1602, PISO 4 COLONIA CREDITO CONSTRUCTOR MEXICO CITY, C.P. 03940 MEXICO	JULIAN PEDROZA PHONE: 55-10009124 FAX: 12-53-70-81 EMAIL: JULIAN@PEDROZAABOGADOS.COM	PROFESSIONAL			\$338,301.22	
29 ZA-00012280 TBD - MONDAY FROM TPA	TBD - MONDAY FROM TPA	LITIGATION CLAIM	CONTINGENT		\$285,001.00	
30 ANTHEM KIERRA WILLIS 220 VIRGINIA AVE N/A INDIANAPOLIS, IN 46202	KIERRA WILLIS PHONE: 317-498-6000 FAX: 317-488-6821 EMAIL: KIERRA.WILLIS@ANTHEM.COM	BENEFIT ADMINISTRATOR			\$285,000.00	
31 FLEET CHARGE 8650 WEST COLLEGE BOULEVARD OVERLAND PARK, KS 66210	PHONE: 800-323-4284 FAX: 1-913-451-2443 EMAIL: CUSTOMER-REMITTANCE@FLEETCHARGE.COM	TRADE			\$284,588.81	
32 ESTATE OF MICHAEL HANLEY, JR. MUNLEY LAW PC 227 PENN AVE SCRANTON, PA 18503	MUNLEY LAW PC PHONE: 570-855-4699 FAX: 570-346-3452 EMAIL: LAWYERS3@MUNLEY.COM	LITIGATION CLAIM			\$274,412.50	
33 ZA-00009541 TBD - MONDAY FROM TPA	TBD - MONDAY FROM TPA	LITIGATION CLAIM	CONTINGENT		\$260,000.00	
34 ZA-00012579 TBD - MONDAY FROM TPA	TBD - MONDAY FROM TPA	LITIGATION CLAIM	CONTINGENT		\$260,000.00	
35 ZA-00010558 TBD - MONDAY FROM TPA	TBD - MONDAY FROM TPA	LITIGATION CLAIM	CONTINGENT		\$250,000.00	
36 ZA-00008278 TBD - MONDAY FROM TPA	TBD - MONDAY FROM TPA	LITIGATION CLAIM	CONTINGENT		\$249,398.50	
37 90784 TBD - MONDAY FROM TPA	TBD - MONDAY FROM TPA	LITIGATION CLAIM	CONTINGENT		\$239,485.73	
38 ZA-00012278 TBD - MONDAY FROM TPA	TBD - MONDAY FROM TPA	LITIGATION CLAIM	CONTINGENT		\$225,000.00	
39 91320 TBD - MONDAY FROM TPA	TBD - MONDAY FROM TPA	LITIGATION CLAIM	CONTINGENT		\$200,832.48	

Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
				Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
40 ZA-00013674 TBD - MONDAY FROM TPA	TBD - MONDAY FROM TPA	LITIGATION CLAIM	CONTINGENT			\$200,001.00
41 ZA-00015172 TBD - MONDAY FROM TPA	TBD - MONDAY FROM TPA	LITIGATION CLAIM	CONTINGENT			\$200,000.00
42 ZA-00009384 TBD - MONDAY FROM TPA	TBD - MONDAY FROM TPA	LITIGATION CLAIM	CONTINGENT			\$200,000.00
43 PNC BANK NATIONAL ASSOCIATION STEVE CHAMBERS 130 S. BOND STREET BEL AIR, MD 21014	STEVE CHAMBERS PHONE: 410-638-2237 FAX: 855-211-1235 EMAIL: STEVEN.CHAMBERS@PNC.COM	LESSOR				\$199,900.11
44 FLEET TRUCK SALES JOSEPH E. JONES FRASER STRYKER, PC, LLO 408 S 17TH ST 500 ENERGY PLAZA OMAHA, NE 68102	JOSEPH E. JONES FRASER STRYKER, PC, LLO PHONE: 402-978-5215 FAX: 402-341-8280 EMAIL: JJONES@FRASERSTRYKER.COM	LITIGATION CLAIM				\$166,000.00
45 MANHATTAN ASSOCIATES INC. JAMIE MUNSON - DIRECTOR OF CARRIER MANAGEMENT 2300 WINDY RIDGE PARKWAY 10TH FLOOR ATLANTA, GA 30339	JAMIE MUNSON - DIRECTOR OF CARRIER MANAGEMENT PHONE: 770-855-7070 FAX: 770-955-0302 EMAIL: JMUNSON@MANH.COM	TRADE				\$162,826.65
46 ZA-00010685 TBD - MONDAY FROM TPA	TBD - MONDAY FROM TPA	LITIGATION CLAIM	CONTINGENT			\$160,000.00
47 ZA-00005888 TBD - MONDAY FROM TPA	TBD - MONDAY FROM TPA	LITIGATION CLAIM	CONTINGENT			\$150,000.00
48 ZA-00010403 TBD - MONDAY FROM TPA	TBD - MONDAY FROM TPA	LITIGATION CLAIM	CONTINGENT			\$150,000.00
49 ZA-00016326 TBD - MONDAY FROM TPA	TBD - MONDAY FROM TPA	LITIGATION CLAIM	CONTINGENT			\$150,000.00
50 ZA-00010007 TBD - MONDAY FROM TPA	TBD - MONDAY FROM TPA	LITIGATION CLAIM	CONTINGENT			\$150,000.00

Fill in this information to identify the case and this filing:

Debtor Name Celadon Trucking Services, Inc.

United States Bankruptcy Court for the: District of Delaware
(State)

Case number (If known): _____

Official Form 202

Declaration Under Penalty of Perjury for Non-Individual Debtors

12/15

An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partnership, must sign and submit this form for the schedules of assets and liabilities, any other document that requires a declaration that is not included in the document, and any amendments of those documents. This form must state the individual's position or relationship to the debtor, the identity of the document, and the date. Bankruptcy Rules 1008 and 9011.

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

Declaration and signature

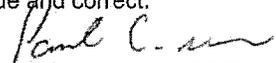
I am the president, another officer, or an authorized agent of the corporation; a member or an authorized agent of the partnership; or another individual serving as a representative of the debtor in this case.

I have examined the information in the documents checked below and I have a reasonable belief that the information is true and correct:

- Schedule A/B: Assets—Real and Personal Property (Official Form 206A/B)*
- Schedule D: Creditors Who Have Claims Secured by Property (Official Form 206D)*
- Schedule E/F: Creditors Who Have Unsecured Claims (Official Form 206E/F)*
- Schedule G: Executory Contracts and Unexpired Leases (Official Form 206G)*
- Schedule H: Codebtors (Official Form 206H)*
- Summary of Assets and Liabilities for Non-Individuals (Official Form 206Sum)*
- Amended Schedule _____*
- Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 50 Largest Unsecured Claims and Are Not Insiders (Official Form 204)*
- Other document that requires a declaration*

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 12/08/2019
MM / DD / YYYY

x 
Signature of individual signing on behalf of debtor

Paul Svindland
Printed name

Chief Executive Officer
Position or relationship to debtor

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

-----X
 :
 In re: : Chapter 11
 :
 CELADON TRUCKING SERVICES, INC., : Case No. 19-____ ()
 :
 Debtor. : (Joint Administration Requested)
 -----X

CORPORATE OWNERSHIP STATEMENT

Pursuant to Rules 1007(a)(1) and 7007.1 of the Federal Rules of Bankruptcy Procedure, the undersigned authorized officer of Celadon Trucking Services, Inc. certifies that the following corporate entity owns 10% or more of Celadon Trucking Services, Inc.’s equity interests:

Equity Holder	Percentage of Total Equity
Celadon Group, Inc.	100%

Fill in this information to identify the case and this filing:

Debtor Name Celadon Trucking Services, Inc.

United States Bankruptcy Court for the: District of Delaware
(State)

Case number (If known): _____

Official Form 202

Declaration Under Penalty of Perjury for Non-Individual Debtors 12/15

An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partnership, must sign and submit this form for the schedules of assets and liabilities, any other document that requires a declaration that is not included in the document, and any amendments of those documents. This form must state the individual's position or relationship to the debtor, the identity of the document, and the date. Bankruptcy Rules 1008 and 9011.

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

Declaration and signature

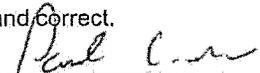
I am the president, another officer, or an authorized agent of the corporation; a member or an authorized agent of the partnership; or another individual serving as a representative of the debtor in this case.

I have examined the information in the documents checked below and I have a reasonable belief that the information is true and correct:

- Schedule A/B: Assets—Real and Personal Property (Official Form 206A/B)*
- Schedule D: Creditors Who Have Claims Secured by Property (Official Form 206D)*
- Schedule E/F: Creditors Who Have Unsecured Claims (Official Form 206E/F)*
- Schedule G: Executory Contracts and Unexpired Leases (Official Form 206G)*
- Schedule H: Codebtors (Official Form 206H)*
- Summary of Assets and Liabilities for Non-Individuals (Official Form 206Sum)*
- Amended Schedule _____*
- Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 20 Largest Unsecured Claims and Are Not Insiders (Official Form 204)*
- Other document that requires a declaration* Statement of Corporate Ownership

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 12/08/2019
MM / DD / YYYY

x 
Signature of individual signing on behalf of debtor

Paul Svindland
Printed name

Chief Executive Officer
Position or relationship to debtor

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

-----X
 :
 In re: : Chapter 11
 :
 CELADON TRUCKING SERVICES, INC., : Case No. 19-____ ()
 :
 Debtor. : (Joint Administration Requested)
 -----X

LIST OF EQUITY SECURITY HOLDERS

Pursuant to Rule 1007(a)(3) of the Federal Rules of Bankruptcy Procedure, Celadon Trucking Services, Inc., the above-captioned Debtor, hereby provides the following list of holders of equity interests:

Name and Address of Interest Holder	Percentage and Type of Interests Held
Celadon Group, Inc. 9503 East 33rd Street One Celadon Drive Indianapolis, IN 46235	100% Common Shares

Fill in this information to identify the case and this filing:

Debtor Name Celadon Trucking Services, Inc.

United States Bankruptcy Court for the: District of Delaware
(State)

Case number (if known): _____

Official Form 202

Declaration Under Penalty of Perjury for Non-Individual Debtors 12/15

An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partnership, must sign and submit this form for the schedules of assets and liabilities, any other document that requires a declaration that is not included in the document, and any amendments of those documents. This form must state the individual's position or relationship to the debtor, the identity of the document, and the date. Bankruptcy Rules 1008 and 9011.

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.



Declaration and signature

I am the president, another officer, or an authorized agent of the corporation; a member or an authorized agent of the partnership; or another individual serving as a representative of the debtor in this case.

I have examined the information in the documents checked below and I have a reasonable belief that the information is true and correct:

- Schedule A/B: Assets—Real and Personal Property (Official Form 206A/B)*
- Schedule D: Creditors Who Have Claims Secured by Property (Official Form 206D)*
- Schedule E/F: Creditors Who Have Unsecured Claims (Official Form 206E/F)*
- Schedule G: Executory Contracts and Unexpired Leases (Official Form 206G)*
- Schedule H: Codebtors (Official Form 206H)*
- Summary of Assets and Liabilities for Non-Individuals (Official Form 206Sum)*
- Amended Schedule _____*
- Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 20 Largest Unsecured Claims and Are Not Insiders (Official Form 204)*
- Other document that requires a declaration* List of Equity Security Holders

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 12/08/2019
MM / DD / YYYY

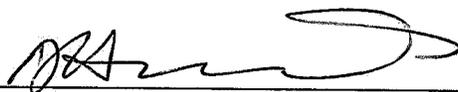
x Paul C. ...

Signature of individual signing on behalf of debtor

Paul Svindland
Printed name

Chief Executive Officer
Position or relationship to debtor

This is **Exhibit "H"**
referred to in the Affidavit of Jeff Sippel
sworn before me this 16th day of January, 2020.



A COMMISSIONER FOR TAKING AFFIDAVITS, ETC.

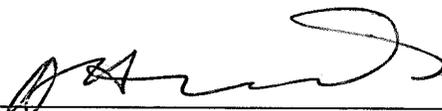
HYNDMAN TRANSPORT LIMITED
Employee Contact List

Employee	Hrs/Wk	Acc	Hire Date	41,474.1 \$\$	Days	Hourly/ Salary	61,953.9 \$\$	2018 Bonus	40,493.5	2019 Bonus	147,511.3	Service Completed	186,164.1 Notice	364,036.7 Severance	841,633.4 Total
	40	A	06/17/1991	6,009.32	10	33.46	3,462	250	250	1,000	28	2,677	14,990	24,926.20	
	45		07/28/1992			90,000	3,462	2,274	2,274	5,889	27	3,462	18,692	33,778.63	
	42.5		02/17/1992			49,200	-	250	250	1,000	27	1,892	10,218	13,360.77	
	piece work	A	11/01/1993	794.21		16,000		125	125	1,000	26	1,280	6,656	9,855.21	
	40	A	02/28/1994	1,705.10		31.88		250	250	1,000	25	2,550	12,752	18,257.50	
	40	A	10/21/1996	3,926.65		24.92		250	250	1,000	23	1,994	9,171	16,340.81	
	40		03/31/1997		8	51,271	1,479	1,000	1,000	3,000	22	2,423	10,662	15,796.15	
	45		03/24/1997		5	63,000	1,212	500	500	1,000	22	2,423	10,662	15,796.15	
	45		04/10/1997		2	45,000	346	250	250	1,000	22	1,731	7,615	10,942.31	
	40		08/25/1997			36,400	-				22	1,400	6,160	7,560.00	
	45		01/28/1998		8	81,000	2,492	500	500	1,000	21	3,115	13,085	20,192.31	
	37.5		06/03/1998		12	56,000	2,477	1,000	1,000	3,000	21	2,154	9,046	17,676.92	
	45		04/20/1998		3	65,000	750	500	500	2,000	21	2,500	10,500	16,250.00	
	45		08/31/1998		4	61,500	946	1,000	1,000	2,000	21	2,365	9,935	16,246.15	
	40	A	04/22/1998	572.46		31.88		250	250	1,000	21	2,550	10,712	15,084.54	
	40	A	03/13/1998	1,104.17		24.93		250	250	1,000	21	1,994	8,376	12,725.05	
	45		03/29/1998		17	85,000	5,394	1,990	1,990	5,153	20	3,269	13,077	28,883.26	
	40	A	06/28/1999	5,369.68		33.37		500	500	1,000	20	2,670	10,678	20,217.68	
	37.5		08/10/1999		18	50,000	3,462	500	500	3,000	20	1,923	7,692	16,576.92	
	40		04/09/1999		6	53,500	1,235	1,000	1,000	1,000	20	2,058	8,231	12,523.08	
	45		07/05/2000		7	108,000	2,700	5,685	5,685	20,612	19	4,154	15,785	48,935.68	
	40		11/20/2000			43,076					19	1,657	6,296	7,952.49	
	45		08/07/2001		2	45,000	346	250	250	1,000	18	1,731	6,231	9,557.69	
	45		04/15/2002		5	58,425	1,124	250	250	1,000	17	2,247	7,640	12,260.88	
	24	A	03/24/2003	2,143.43		20.34		125	125	1,000	16	1,627	5,207	10,102.67	
	42.5		07/25/2005		4	63,000	848	250	250	1,000	14	2,423	6,785	11,305.77	
	37.5		05/09/2005		7	44,000	1,185	250	250	1,000	14	1,692	4,738	8,865.38	
	40	A	11/06/2006	1,188.73		32.42		250	250	1,000	13	2,594	6,743	11,775.69	
	37.5		04/05/2006		12	36,247	1,673	250	250	1,000	13	1,394	3,625	7,941.75	
	40		01/30/2007		2	41,000	315	250	250	1,000	12	1,577	3,785	6,926.92	
	40		12/02/2008		9	60,000	2,077	500	500	1,000	11	2,308	5,077	9,961.54	
	44		12/17/2007		4	43,050	662	250	250	1,000	11	1,656	3,643	7,210.77	
	45		06/29/2009		9	45,000	1,471	250	250	1,000	10	1,731	3,462	7,913.46	
	44		03/03/2008		2	51,000	392	250	250	1,000	10	1,952	3,923	7,526.92	
	45		05/31/2010		4	156,000	2,400	13,645	13,645	44,168	9	6,000	10,800	77,013.13	
	40		07/14/2010		11	45,000	1,904	250	250	1,000	9	1,731	3,115	8,000.00	
	12	A	08/18/2010	515.06		18.45					9	1,476	2,657	4,647.86	
	40		11/17/2011			93,000	-				8	3,577	5,723	9,300.00	
	40		08/22/2011			75,850	-				8	2,917	4,668	7,585.00	
	40	A	08/28/2011	155.42		27.16		125	125	500	8	2,173	3,476	6,304.70	
	piece work	A	03/13/2011	803.21	9	16.00	2,683	2,274	2,274	5,889	7	2,981	2,048	5,256.21	
	40	A	03/26/2012	2,188.22		77,500		250	250	1,000	7	2,007	2,810	17,999.78	
	40		08/08/2012		10	25.09		250	250	1,000	6	1,932	2,810	8,255.50	
	45		11/20/2013		8	50,225	1,932	250	250	1,000	6	1,932	2,810	7,431.55	
	40		03/11/2013		5	48,000	1,385	250	250	1,000	6	1,846	2,215	6,696.15	
	40		04/22/2013		5	38,873	673	250	250	1,000	6	1,495	1,794	5,212.06	
	40		05/05/2014		20	58,000	4,462	250	250	1,000	5	2,231	2,231	10,173.08	

60,000
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30.08
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16.00
43,076
31.88
50,000
33.37
15.00
20.40

This is **Exhibit "I"**

referred to in the Affidavit of Jeff Sippel
sworn before me this 16th day of January, 2020.



A COMMISSIONER FOR TAKING AFFIDAVITS, ETC.

A	B	C	D	E	F	G	H	L	N	O	P	Q
1	2	3	4	5	6	7	8	9	10	11	12	13
Comp	Emp#	Last Name	First Name	Begin	End	Years	Gross	Hire/Date	Vacation Pay	Lieu of Notice	Severance	Total
4	GER	117769		20190613	20191216	14	53,057.67	20050503	4,244.61	4,081.36	11,427.81	19,753.78
5	GER	114917		20190613	20191216	24	35,368.00	19950501	2,829.44	2,720.62	13,058.95	18,609.01
6	GER	979428		20190613	20191216	20	34,489.42	19990114	2,759.15	2,653.03	10,612.13	16,024.31
7	GER	117622		20190613	20191216	23	28,719.57	19961016	2,297.57	2,209.20	10,162.31	14,669.08
8	GER	979480		20190613	20191216	18	32,904.40	20011031	2,632.35	2,531.11	9,111.99	14,275.45
9	GER	117555		20190613	20191216	18	32,758.20	20001218	1,620.66	2,519.86	9,071.50	13,212.02
10	GER	115034		20190613	20191216	16	32,306.56	20031023	2,584.52	2,485.12	7,952.38	13,022.02
11	GER	115410		20190613	20191216	19	28,895.78	19991221	2,311.66	2,222.75	8,446.46	12,980.87
12	GER	117730		20190613	20191216	15	38,649.37	20040413	991.95	2,979.03	8,919.09	12,884.06
13	GER	115335		20190613	20191216	22	25,739.51	19970401	2,059.16	1,979.96	8,711.83	12,750.96
14	GER	114898		20190613	20191216	11	38,760.74	20080606	3,100.86	2,981.60	6,559.51	12,641.97
15	GER	982996		20190613	20191216	14	33,554.49	20050613	2,684.36	2,581.11	7,227.12	12,492.60
16	GER	115414		20190613	20191216	26	22,352.50	19930415	1,788.20	1,719.42	8,941.00	12,448.62
17	GER	979285		20190613	20191216	23	23,727.38	19960426	1,898.19	1,825.18	8,395.84	12,119.22
18	GER	979216		20190613	20191216	24	22,822.86	19950919	1,825.83	1,755.60	8,426.90	12,008.34
19	GER	979144		20190613	20191216	25	21,721.67	19940817	1,737.73	1,670.90	8,354.49	11,763.12
20	GER	115604		20190613	20191216	12	33,587.17	20070215	2,686.97	2,583.63	6,200.71	11,471.31
21	GER	998568		20190613	20191216	11	34,631.12	20080819	2,770.49	2,663.93	5,860.65	11,295.07
22	GER	114899		20190613	20191216	11	39,865.00	20080704	1,189.20	3,066.54	6,746.38	11,002.12
23	GER	115126		20190613	20191216	15	28,325.15	20040930	2,266.01	2,178.86	6,536.57	10,981.44
24	GER	115123		20190613	20191216	15	28,246.76	20040930	2,259.74	2,172.83	6,518.48	10,951.05
25	GER	974523		20190613	20191216	17	29,747.55	20020320	879.80	2,288.27	7,807.13	10,948.20
26	GER	117524		20190613	20191216	12	31,674.06	20070716	2,533.92	2,436.47	5,847.52	10,817.90
27	GER	117717		20190613	20191216	13	32,945.71	20060804	1,535.66	2,534.29	6,589.14	10,659.09
28	GER	979274		20190613	20191216	11	32,598.28	20080331	2,607.86	2,507.56	5,516.63	10,632.05
29	GER	117607		20190613	20191216	12	31,109.95	20070220	2,488.80	2,393.07	5,743.38	10,625.25
30	GER	117905		20190613	20191216	16	30,843.51	20031005	467.48	2,372.58	7,592.25	10,432.31
31	GER	117584		20190613	20191216	20	22,379.99	19990105	1,790.40	1,721.54	6,886.15	10,398.09
32	GER	114906		20190613	20191216	19	23,042.45	20000504	1,843.40	1,772.50	6,735.49	10,351.38
33	GER	114908		20190613	20191216	19	22,952.35	20000824	1,836.19	1,765.57	6,709.15	10,310.90
34	GER	979203		20190613	20191216	17	24,406.40	20020909	1,952.51	1,877.42	6,383.21	10,213.14
35	GER	105682		20190613	20191216	8	39,016.26	20110614	2,340.98	3,001.25	4,802.00	10,144.23
36	GER	998707		20190613	20191216	11	30,956.63	20080903	2,476.53	2,381.28	5,238.81	10,096.62
37	GER	972434		20190613	20191216	10	32,450.28	20090303	2,596.02	2,496.18	4,932.35	10,084.55
38	GER	998142		20190613	20191216	11	30,628.19	20080702	2,450.26	2,356.01	5,183.23	9,989.51
39	GER	104297		20190613	20191216	9	36,078.28	20101116	2,164.70	2,775.25	4,995.45	9,935.41
40	GER	117665		20190613	20191216	18	22,664.51	20011203	1,813.16	1,743.42	6,276.33	9,832.91
41	GER	117762		20190613	20191216	12	28,180.76	20070620	2,254.46	2,167.75	5,202.60	9,624.81
42	GER	117458		20190613	20191216	12	27,274.03	20070416	2,181.92	2,098.00	5,035.21	9,315.13
43	GER	114980		20190613	20191216	15	23,771.24	20041001	1,901.70	1,828.56	5,485.67	9,215.93
44	GER	114289		20190613	20191216	15	22,855.43	20040316	1,828.43	1,758.11	5,274.33	8,860.87
45	GER	110088		20190613	20191216	7	36,092.45	20120828	2,165.55	2,776.34	3,886.88	8,828.77
46	GER	101954		20190613	20191216	7	31,290.03	20091006	2,010.40	2,406.93	4,332.47	8,749.79
47	GER	107615		20190613	20191216	7	34,806.84	20120110	2,088.41	2,677.45	3,748.43	8,514.29
48	GER	974471		20190613	20191216	11	25,707.66	20080129	2,056.61	1,977.51	4,350.53	8,384.65
49	GER	995839		20190613	20191216	12	29,490.60	20071016	609.25	2,268.51	5,444.42	8,322.18
50	GER	101733		20190613	20191216	9	29,084.60	20090901	2,085.61	2,237.28	4,027.10	8,319.99
51	GER	990728		20190613	20191216	13	23,052.75	20060320	1,844.22	1,773.29	4,610.55	8,228.06
52	GER	117719		20190613	20191216	12	24,031.95	20071213	1,922.56	1,848.61	4,436.67	8,207.84
53	GER	117335		20190613	20191216	11	25,115.16	20080318	2,009.21	1,931.94	4,250.26	8,191.40
54	GER	133473		20190613	20191216	3	49,423.94	20161011	1,976.96	3,801.84	2,281.10	8,059.91

A	B	C	D	E	F	G	H	L	N	O	P	Q
55	GER	120720		20190613	20191216	4	44,691.13	20150127	1,787.65	3,437.78	2,750.22	7,975.65
56	GER	115014		20190613	20191216	6	34,775.36	20131203	2,086.52	2,675.03	3,210.03	7,971.58
57	GER	117314		20190613	20191216	16	19,633.72	20030114	1,570.70	1,510.29	4,832.92	7,913.90
58	GER	115036		20190613	20191216	16	19,020.87	20031023	1,521.67	1,463.14	4,682.06	7,666.87
59	GER	117702		20190613	20191216	10	24,597.42	20090310	1,967.79	1,892.11	3,784.22	7,644.12
60	GER	979288		20190613	20191216	9	30,820.04	20100420	849.20	2,370.77	4,267.39	7,487.36
61	GER	117559		20190613	20191216	9	30,610.65	20091110	785.45	2,354.67	4,238.40	7,378.52
62	GER	117369		20190613	20191216	12	21,596.46	20070620	1,727.72	1,661.27	3,987.04	7,376.02
63	GER	117797		20190613	20191216	6	31,494.52	20130925	1,889.67	2,422.66	2,907.19	7,219.51
64	GER	117798		20190613	20191216	6	31,454.78	20130925	1,887.29	2,419.60	2,903.52	7,210.41
65	GER	121647		20190613	20191216	1	54,269.13	20180103	2,170.77	4,174.55	834.91	7,180.23
66	GER	114133		20190613	20191216	6	30,703.48	20131001	1,842.21	2,361.81	2,834.17	7,038.18
67	GER	120188		20190613	20191216	4	38,909.33	20141222	1,556.37	2,993.03	2,394.42	6,943.82
68	GER	117591		20190613	20191216	4	35,329.80	20140710	2,000.91	2,717.68	2,174.14	6,892.73
69	GER	117402		20190613	20191216	4	34,723.32	20140623	2,030.59	2,671.02	2,136.82	6,838.43
70	GER	131259		20190613	20191216	3	41,184.27	20160621	1,647.37	3,168.02	1,900.81	6,716.20
71	GER	117859		20190613	20191216	14	17,972.81	20050530	1,437.82	1,382.52	3,871.07	6,691.41
72	GER	118059		20190613	20191216	9	24,294.85	20100902	1,457.69	1,868.83	3,363.90	6,690.43
73	GER	104156		20190613	20191216	9	24,269.78	20101019	1,456.19	1,866.91	3,360.43	6,683.53
74	GER	144266		20190613	20191216	7	27,271.13	20121023	1,636.27	2,097.78	2,936.89	6,670.94
75	GER	117738		20190613	20191216	5	30,513.38	20140311	1,830.80	2,347.18	2,347.18	6,525.17
76	GER	112824		20190613	20191216	16	19,934.35	20031113	44.75	1,533.41	4,906.92	6,668.98
77	GER	119858		20190613	20191216	6	27,801.33	20130416	1,668.08	2,138.56	2,566.28	6,372.92
78	GER	116263		20190613	20191216	6	27,749.39	20130703	1,664.96	2,134.57	2,561.48	6,361.01
79	GER	115397		20190613	20191216	6	27,691.27	20130703	1,661.48	2,130.10	2,556.12	6,347.69
80	GER	117802		20190613	20191216	14	16,856.53	20050305	1,348.52	1,296.66	2,186.36	6,340.43
81	GER	112969		20190613	20191216	4	35,336.31	20150915	1,347.41	2,718.18	3,630.64	6,275.81
82	GER	120163		20190613	20191216	3	37,696.13	20161114	1,507.85	2,899.70	1,739.82	6,240.13
83	GER	117460		20190613	20191216	3	37,065.88	20161114	1,482.64	2,851.22	1,710.73	6,147.37
84	GER	125715		20190613	20191216	4	30,540.92	20140623	1,779.65	2,349.30	1,879.44	6,044.59
85	GER	134166		20190613	20191216	12	19,904.24	20070808	792.34	1,531.10	3,674.63	5,998.06
86	GER	134165		20190613	20191216	5	27,354.14	20140304	1,641.25	2,104.16	2,104.16	5,849.58
87	GER	134165		20190613	20191216	3	35,844.29	20161007	1,433.77	2,757.25	1,654.35	5,845.37
88	GER	117725		20190613	20191216	4	29,976.40	20140714	1,680.22	2,305.88	1,844.70	5,830.80
89	GER	132542		20190613	20191216	3	35,177.05	20160822	1,407.08	2,705.93	1,623.56	5,736.56
90	GER	132542		20190613	20191216	3	34,122.05	20160912	1,364.88	2,624.77	1,574.86	5,564.52
91	GER	124937		20190613	20191216	3	39,869.47	20161017	644.78	3,066.88	1,840.13	5,475.77
92	GER	133651		20190613	20191216	3	33,577.86	20161021	1,343.11	2,582.91	1,546.23	5,463.33
93	GER	133651		20190613	20191216	4	30,406.49	20151020	1,216.26	2,577.04	1,546.23	5,463.33
94	GER	126807		20190613	20191216	6	23,553.11	20130917	1,413.19	2,338.96	1,871.17	5,426.39
95	GER	133928		20190613	20191216	7	21,850.48	20120103	1,311.03	1,680.81	2,353.13	5,399.10
96	GER	107952		20190613	20191216	4	26,910.76	20140617	1,614.64	2,070.06	2,104.16	5,340.75
97	GER	117312		20190613	20191216	6	23,079.98	20130708	1,384.80	1,775.38	2,130.46	5,290.64
98	GER	136528		20190613	20191216	2	35,374.33	20170328	1,414.97	2,721.10	1,088.44	5,224.51
99	GER	128048		20190613	20191216	1	39,387.68	20180601	1,575.51	3,029.82	605.96	5,211.30
100	GER	123566		20190613	20191216	1	39,188.83	20180105	1,567.55	3,034.53	602.91	5,184.98
101	GER	123566		20190613	20191216	3	31,407.45	20160923	1,256.30	2,415.96	1,449.57	5,121.83
102	GER	129220		20190613	20191216	4	28,691.80	20150414	1,147.67	2,207.06	1,765.65	5,120.38
103	GER	121895		20190613	20191216	1	38,680.46	20180928	1,547.22	2,975.42	595.08	5,117.72

	A	B	C	D	E	F	G	H	I	N	O	P	Q
109	GER	127516			20190613	20191216	4	28,288.66	20151117	1,131.55	2,176.05	1,740.84	5,048.44
110	GER	116389			20190613	20191216	5	23,426.59	20140325	1,405.60	1,802.05	1,802.05	5,009.69
111	GER	126673			20190613	20191216	4	27,957.13	20151014	1,118.29	2,150.55	1,720.44	4,989.28
112	GER	131258			20190613	20191216	1	37,613.14	20180308	1,504.53	2,893.32	578.66	4,976.51
113	GER	129216			20190613	20191216	3	29,926.20	20160223	1,197.05	2,302.02	1,381.21	4,880.27
114	GER	130515			20190613	20191216	3	29,674.31	20160517	1,186.97	2,282.64	1,369.58	4,839.19
115	GER	130514			20190613	20191216	3	29,640.43	20160517	1,185.62	2,280.03	1,368.02	4,833.67
116	GER	139281			20190613	20191216	2	32,692.70	20171017	1,307.71	2,514.82	1,005.93	4,828.46
117	GER	115152			20190613	20191216	6	21,054.39	20131210	1,263.26	1,619.57	1,943.48	4,826.31
118	GER	132123			20190613	20191216	3	29,275.78	20160802	1,171.03	2,251.98	1,351.19	4,774.20
119	GER	115610			20190613	20191216	5	22,281.48	20140113	1,336.89	1,713.96	1,713.96	4,764.81
120	GER	131260			20190613	20191216	3	29,137.53	20160621	1,165.50	2,241.35	1,344.81	4,751.66
121	GER	127745			20190613	20191216	4	26,556.40	20151201	1,062.26	2,042.80	1,634.24	4,739.30
122	GER	129461			20190613	20191216	3	29,045.70	20160308	1,161.83	2,234.28	1,340.57	4,736.69
123	GER	136414			20190613	20191216	2	32,049.37	20170321	1,281.97	2,465.34	986.13	4,733.44
124	GER	140772			20190613	20191216	1	35,626.11	20180529	1,425.04	2,740.47	548.09	4,713.60
125	GER	113833			20190613	20191216	6	20,503.84	20130910	1,230.11	1,577.06	1,892.48	4,699.65
126	GER	116333			20190613	20191216	4	26,140.90	20150526	1,045.64	2,010.84	1,608.67	4,665.15
127	GER	103980			20190613	20191216	9	16,797.38	20100921	1,007.84	1,292.11	2,325.79	4,635.74
128	GER	141772			20190613	20191216	1	34,674.20	20180917	1,386.97	2,667.25	533.45	4,587.67
129	GER	133206			20190613	20191216	3	27,952.08	20160926	1,118.08	2,150.16	1,290.10	4,555.88
130	GER	142585			20190613	20191216	0	38,964.82	20190107	1,558.59	2,997.29	-	4,555.88
131	GER	141005			20190613	20191216	1	34,219.45	20180626	1,368.62	2,613.96	526.39	4,526.97
132	GER	142253			20190613	20191216	1	33,966.95	20181112	1,358.68	2,612.84	522.57	4,494.09
133	GER	140485			20190613	20191216	1	33,957.35	20180405	1,358.29	2,612.84	522.42	4,492.81
134	GER	117911			20190613	20191216	10	14,419.63	20090203	1,153.57	1,109.20	2,218.40	4,481.18
135	GER	141908			20190613	20191216	1	33,802.50	20181002	1,352.10	2,600.19	520.04	4,472.33
136	GER	130144			20190613	20191216	3	27,330.43	20160427	1,093.22	2,102.34	1,261.40	4,456.97
137	GER	117637			20190613	20191216	1	33,635.33	20180920	1,345.41	2,587.33	517.47	4,450.21
138	GER	143450			20190613	20191216	0	37,805.01	20190429	1,512.20	2,908.08	-	4,420.28
139	GER	141967			20190613	20191216	1	33,389.32	20181009	1,335.57	2,568.41	513.68	4,417.66
140	GER	117613			20190613	20191216	6	19,247.66	20130717	1,154.86	1,480.59	1,776.71	4,412.16
141	GER	988503			20190613	20191216	7	18,036.17	20120828	1,082.17	1,387.40	1,942.36	4,411.92
142	GER	129748			20190613	20191216	3	27,002.67	20160329	1,080.11	2,077.13	1,246.28	4,403.52
143	GER	139911			20190613	20191216	1	33,162.71	20180202	1,326.51	2,550.98	510.20	4,387.68
144	GER	139910			20190613	20191216	1	33,042.57	20180202	1,321.70	2,541.74	508.35	4,371.78
145	GER	143278			20190613	20191216	0	45,885.94	20190402	835.44	3,529.69	-	4,365.13
146	GER	135485			20190613	20191216	2	29,416.78	20170124	1,176.67	2,262.83	905.13	4,344.63
147	GER	139589			20190613	20191216	2	29,171.63	20170818	1,166.87	2,243.97	897.59	4,311.28
148	GER	108073			20190613	20191216	2	29,171.63	20170818	1,166.87	2,243.97	897.59	4,308.43
149	GER	143501			20190613	20191216	0	36,611.33	20190429	1,464.45	2,816.26	-	4,280.71
150	GER	116937			20190613	20191216	1	39,229.89	20180821	569.20	3,017.68	603.54	4,190.42
151	GER	130240			20190613	20191216	3	25,662.96	20160503	1,026.52	1,974.07	1,184.44	4,185.04
152	GER	117370			20190613	20191216	0	35,655.97	20190305	1,426.24	2,742.77	-	4,169.01
153	GER	116934			20190613	20191216	1	38,468.74	20180821	588.75	2,959.13	591.83	4,089.71
154	GER	141119			20190613	20191216	1	30,637.13	20180710	1,225.49	2,355.87	471.34	4,053.53
155	GER	128874			20190613	20191216	1	30,626.36	20180511	1,225.05	2,355.87	471.17	4,052.10
156	GER	119457			20190613	20191216	4	22,020.99	20141028	1,001.44	1,693.92	1,355.14	4,050.49
157	GER	350029			20190613	20191216	0	34,259.19	20190530	1,370.37	2,635.32	-	4,005.69
158	GER	143130			20190613	20191216	0	34,047.30	20190304	1,361.89	2,619.02	-	3,980.91
159	GER	114238			20190613	20191216	6	17,307.25	20131010	1,038.44	1,331.33	1,597.59	3,967.36
160	GER	114239			20190613	20191216	6	17,306.69	20131010	1,038.40	1,331.28	1,597.54	3,967.22
161	GER	117461			20190613	20191216	3	24,146.05	20160720	965.84	1,857.39	1,114.43	3,937.66
162	GER	143142			20190613	20191216	0	35,834.10	20190318	1,148.36	2,756.47	-	3,904.83

	A	B	C	D	E	F	G	H	L	N	O	P	Q
163	GER	143423			20190613	20191216	0	33,190.25	20190423	1,327.61	2,553.10	-	3,880.71
164	GER	143502			20190613	20191216	0	33,175.30	20190429	1,327.01	2,551.95	-	3,878.96
165	GER	143663			20190613	20191216	0	32,733.78	20190522	1,309.35	2,517.98	-	3,827.33
166	GER	139401			20190613	20191216	1	28,749.78	20180112	1,149.99	2,211.52	442.30	3,803.82
167	GER	130730			20190613	20191216	1	32,671.05	20180105	781.84	2,513.16	502.63	3,797.63
168	GER	142633			20190613	20191216	0	31,194.02	20190114	1,247.76	2,399.54	-	3,647.30
169	GER	139344			20190613	20191216	2	24,672.85	20171023	986.91	1,897.91	759.16	3,643.99
170	GER	137856			20190613	20191216	2	24,436.91	20170620	977.48	1,879.76	751.90	3,609.15
171	GER	123855			20190613	20191216	4	20,111.08	20150707	804.44	1,547.01	1,237.60	3,589.05
172	GER	117526			20190613	20191216	1	32,358.72	20180430	594.35	2,489.13	497.83	3,581.31
173	GER	142394			20190613	20191216	1	26,955.71	20181203	1,078.23	2,073.52	414.70	3,566.45
174	GER	142753			20190613	20191216	0	30,315.25	20190128	1,212.61	2,331.94	-	3,544.55
175	GER	133559			20190613	20191216	1	26,779.82	20180430	1,071.19	2,059.99	412.00	3,543.17
176	GER	130814			20190613	20191216	0	30,173.32	20190204	1,206.93	2,321.02	-	3,527.95
177	GER	137008			20190613	20191216	2	23,456.57	20170426	938.26	1,804.35	721.74	3,464.35
178	GER	142829			20190613	20191216	0	29,184.72	20190315	1,167.39	2,244.98	-	3,412.37
179	GER	113111			20190613	20191216	6	14,868.43	20130716	892.11	1,143.73	1,372.47	3,408.31
180	GER	143042			20190613	20191216	0	29,056.56	20190304	1,162.26	2,235.12	-	3,397.38
181	GER	143153			20190613	20191216	0	28,282.72	20190319	1,131.31	2,175.59	-	3,306.90
182	GER	117720			20190613	20191216	5	15,393.29	20140136	923.60	1,184.10	1,184.10	3,291.80
183	GER	143678			20190613	20191216	0	28,143.37	20190528	1,125.73	2,164.87	-	3,290.60
184	GER	142876			20190613	20191216	0	27,683.55	20190211	1,107.34	2,129.50	-	3,236.84
185	GER	134838			20190613	20191216	0	27,544.91	20190304	1,101.80	2,118.84	-	3,220.64
186	GER	139841			20190613	20191216	0	26,737.91	20190603	1,069.52	2,056.76	-	3,126.28
187	GER	133086			20190613	20191216	0	32,275.57	20190527	641.02	2,482.74	-	3,123.76
188	GER	128458			20190613	20191216	3	18,918.68	20160112	756.75	1,455.28	873.17	3,085.20
189	GER	136411			20190613	20191216	2	20,839.62	20170321	833.58	1,603.05	641.22	3,077.85
190	GER	137419			20190613	20191216	2	20,796.77	20170523	831.87	1,599.75	639.90	3,071.52
191	GER	350409			20190613	20191216	0	25,351.41	20190715	1,034.06	1,950.11	-	2,964.17
192	GER	140715			20190613	20191216	1	28,782.40	20180510	271.30	2,214.03	442.81	2,928.14
193	GER	135365			20190613	20191216	1	21,771.92	20180202	870.98	1,674.76	334.95	2,880.60
194	GER	350052			20190613	20191216	0	24,586.82	20190603	983.47	1,891.29	-	2,874.76
195	GER	114977			20190613	20191216	1	21,712.94	20180426	868.52	1,670.23	334.05	2,872.79
196	GER	112225			20190613	20191216	0	24,462.99	20181217	978.52	1,881.77	-	2,860.29
197	GER	128318			20190613	20191216	1	26,890.08	20180227	275.60	2,068.47	413.69	2,757.76
198	GER	117368			20190613	20191216	6	12,323.26	20130423	489.40	947.94	1,137.53	2,574.87
199	GER	139104			20190613	20191216	1	22,805.56	20180509	462.22	1,754.27	350.85	2,567.35
200	GER	138362			20190613	20191216	1	19,360.59	20180430	774.42	1,489.28	297.86	2,561.55
201	GER	138068			20190613	20191216	2	17,277.64	20170704	691.11	1,329.05	531.62	2,551.78
202	GER	139111			20190613	20191216	0	21,751.36	20190723	870.05	1,673.18	-	2,543.23
203	GER	143664			20190613	20191216	0	20,719.21	20190522	828.77	1,593.79	-	2,422.56
204	GER	992881			20190613	20191216	2	16,356.38	20171211	436.80	1,258.18	503.27	2,415.72
205	GER	117344			20190613	20191216	18	5,460.00	20010907	709.91	420.00	1,512.00	2,368.80
206	GER	127026			20190613	20191216	1	17,747.83	20180531	234.69	1,365.22	273.04	2,348.17
207	GER	350053			20190613	20191216	0	27,117.19	20190603	234.69	2,085.94	-	2,320.63
208	GER	139027			20190613	20191216	2	15,652.61	20170918	626.10	1,204.05	481.62	2,311.77
209	GER	124423			20190613	20191216	0	23,557.23	20190116	492.29	1,812.09	-	2,304.38
210	GER	139554			20190613	20191216	0	25,097.25	20190429	353.89	1,930.56	-	2,284.45
211	GER	115603			20190613	20191216	8	8,597.38	20110909	515.84	661.34	1,058.14	2,235.32
212	GER	350937			20190613	20191216	0	18,991.26	20190911	759.65	1,460.87	-	2,220.52
213	GER	108139			20190613	20191216	3	15,999.92	20160119	190.00	1,230.76	738.46	2,159.22
214	GER	350279			20190613	20191216	0	18,364.35	20190703	734.57	1,412.64	-	2,147.21
215	GER	350942			20190613	20191216	0	17,862.03	20190911	714.48	1,374.00	-	2,088.48
216	GER	117543			20190613	20191216	1	15,205.10	20181009	608.20	1,169.62	233.92	2,011.75

	A	B	C	D	E	F	G	H	L	N	O	P	Q
217	GER	127511			20190613	20191216	1	14,568.86	20180426	582.75	1,120.68	224.14	1,927.57
218	GER	351028			20190613	20191216	0	16,180.69	20190919	647.23	1,244.67	-	1,891.90
219	GER	125878			20190613	20191216	1	17,319.73	20180314	292.79	1,332.29	266.46	1,891.53
220	GER	141117			20190613	20191216	1	14,241.88	20180709	569.68	1,095.53	219.11	1,884.32
221	GER	350828			20190613	20191216	0	15,809.05	20190904	632.36	1,216.08	-	1,848.44
222	GER	350595			20190613	20191216	0	14,982.76	20190806	599.31	1,152.52	-	1,751.83
223	GER	350783			20190613	20191216	0	14,832.03	20190827	593.28	1,140.93	-	1,734.21
224	GER	351094			20190613	20191216	0	14,453.26	20190924	578.13	1,111.79	-	1,689.92
225	GER	350706			20190613	20191216	0	13,466.67	20190820	538.67	1,035.90	-	1,574.57
226	GER	117701			20190613	20191216	0	13,129.64	20190917	525.19	1,009.97	-	1,535.16
227	GER	350538			20190613	20191216	0	13,110.12	20190729	524.40	1,008.47	-	1,532.87
228	GER	351165			20190613	20191216	0	12,972.53	20191001	518.90	997.89	-	1,516.79
229	GER	136289			20190613	20191216	2	10,269.38	20170314	410.78	789.95	315.98	1,516.71
230	GER	351168			20190613	20191216	0	11,609.46	20191001	464.38	893.04	-	1,357.42
231	GER	351095			20190613	20191216	0	10,913.38	20190910	460.06	884.72	-	1,344.78
232	GER	350894			20190613	20191216	0	11,501.39	20190924	436.54	839.49	-	1,276.03
233	GER	129836			20190613	20191216	0	10,649.15	20190924	425.97	819.17	-	1,245.14
234	GER	972317			20190613	20191216	0	13,347.78	20190415	133.91	1,026.75	-	1,160.66
235	GER	351321			20190613	20191216	0	9,677.42	20191016	387.10	744.42	-	1,131.52
236	GER	351167			20190613	20191216	0	8,956.06	20191001	358.24	688.93	-	1,047.17
237	GER	350895			20190613	20191216	0	8,878.48	20190910	355.14	682.96	-	1,038.10
238	GER	351231			20190613	20191216	0	8,806.70	20191008	352.27	677.44	-	1,029.71
239	GER	116150			20190613	20191216	5	4,748.76	20140225	284.93	365.29	365.29	1,015.51
240	GER	351233			20190613	20191216	0	8,285.91	20191010	331.44	637.38	-	968.82
241	GER	351228			20190613	20191216	0	8,000.11	20191008	320.00	615.39	-	935.39
242	GER	351360			20190613	20191216	0	7,410.88	20191021	296.44	570.07	-	866.51
243	GER	351164			20190613	20191216	0	7,310.84	20191001	292.43	562.37	-	854.80
244	GER	143213			20190613	20191216	0	7,037.50	20190325	281.50	541.35	-	822.85
245	GER	351455			20190613	20191216	0	6,758.09	20191029	270.32	519.85	-	790.17
246	GER	351325			20190613	20191216	0	6,187.28	20191017	247.49	475.94	-	723.43
247	GER	351230			20190613	20191216	0	5,517.60	20191008	220.70	424.43	-	645.13
248	GER	351229			20190613	20191216	0	4,997.47	20191016	199.90	384.42	-	584.32
249	GER	351324			20190613	20191216	0	4,801.29	20191009	192.05	369.33	-	561.38
250	GER	351251			20190613	20191216	0	4,537.18	20190827	181.49	349.01	-	530.50
251	GER	350781			20190613	20191216	0	4,165.90	20191112	166.64	320.45	-	487.09
252	GER	351575			20190613	20191216	0	4,022.60	20191029	160.90	309.43	-	470.33
253	GER	351454			20190613	20191216	1	3,508.99	20180611	140.36	269.92	53.98	464.27
254	GER	119133			20190613	20191216	3	2,597.00	20161107	103.88	199.77	119.86	423.51
255	GER	133983			20190613	20191216	0	3,382.42	20191118	135.30	260.19	-	395.49
256	GER	142258			20190613	20191216	0	3,382.42	20191118	135.30	260.19	-	395.49
257	GER	136412			20190613	20191216	1	2,804.98	20180605	112.20	215.77	43.15	371.12
258	GER	351571			20190613	20191216	0	3,120.00	20191112	124.80	240.00	-	364.80
259	GER	351570			20190613	20191216	0	2,923.94	20191112	116.96	224.92	-	341.88
260	GER	131450			20190613	20191216	0	2,770.30	20190304	110.81	213.10	-	323.91
261	GER	351096			20190613	20191216	0	1,981.44	20190925	79.26	152.42	-	231.68
262	GER	141391			20190613	20191216	0	150	20191301	6.00	11.54	-	17.54
263	GER	351312			20190613	20191216	0	150	20191016	6.00	11.54	-	17.54
264	GER	351700			20190613	20191216	0	150	20191203	6.00	11.54	-	17.54
265	GER	351701			20190613	20191216	0	150	20191203	6.00	11.54	-	17.54

This is **Exhibit "J"**
referred to in the Affidavit of Jeff Sippel
sworn before me this 16th day of January, 2020.



A COMMISSIONER FOR TAKING AFFIDAVITS, ETC.

660134		\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00
660144		\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00
660173		\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00
660183		\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00
660190		\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00
660201		\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00
660203		\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00
660203							
660210		\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00
660217		\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00
660220		\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00
660221		\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00
660224		\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00
660225		\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00
660226		\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00
660230		\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00
660231		\$900.00	\$900.00	\$900.00	\$900.00	\$900.00	\$900.00
660232		\$800.00	\$800.00	\$800.00	\$1,100.00	\$1,100.00	\$1,100.00
660233		\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00
660234		\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00
660236		\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00
660239		\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00
660242		\$1,400.00	\$1,400.00	\$1,400.00	\$1,400.00	\$1,400.00	\$1,400.00
660243		\$900.00	\$1,300.00	\$1,700.00	\$2,000.00	\$2,000.00	\$2,000.00
660245		\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00
660247		\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00
660248		\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00
660249		\$1,261.89	\$1,261.89	\$1,261.89	\$1,261.89	\$1,261.89	\$1,261.89
660250		\$1,200.00	\$1,600.00	\$1,700.00	\$2,000.00	\$2,000.00	\$2,000.00
660251		\$800.00	\$800.00	\$800.00	\$800.00	\$800.00	\$800.00
660253		\$1,200.00	\$1,600.00	\$1,800.00	\$1,800.00	\$1,800.00	\$1,800.00
660254		\$1,200.00	\$1,600.00	\$1,800.00	\$2,000.00	\$2,000.00	\$2,000.00
660255		\$800.00	\$1,200.00	\$1,400.00	\$1,800.00	\$2,000.00	\$2,000.00
660258		\$700.00	\$1,200.00	\$1,400.00	\$1,400.00	\$1,400.00	\$1,400.00
660259					\$200.00	\$700.00	\$1,100.00
660260							
660263							
660274				\$100.00	\$500.00	\$1,000.00	\$1,400.00
660277						\$300.00	\$900.00
660278							\$100.00
660279							
660280							\$100.00
660281							
660284							
660285							
660286							
660287							
660288							
660289							
660290							
660294							
660295							
		\$116,661.89	\$119,961.89	\$120,961.89	\$123,261.89	\$124,361.89	\$128,061.89

\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$18,000.00	\$90.00
\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$18,000.00	\$90.00
\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$18,000.00	\$90.00
\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$18,000.00	\$90.00
\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$18,000.00	\$90.00
\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$18,000.00	\$90.00
\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$18,000.00	\$90.00
\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$18,000.00	\$90.00
		\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$6,000.00	\$30.00
\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00		
\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$18,000.00	\$90.00
\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$18,000.00	\$90.00
\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00		
\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$24,000.00	\$120.00
\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$24,000.00	\$120.00
\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$18,000.00	\$90.00
\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00		
\$900.00	\$900.00	\$900.00	\$900.00	\$900.00	\$900.00		
\$1,100.00	\$1,100.00	\$1,100.00	\$1,100.00	\$1,100.00	\$1,100.00		
\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00		
\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00		
\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00		
\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$24,000.00	\$120.00
\$1,400.00	\$1,400.00	\$1,400.00	\$1,400.00	\$1,400.00	\$1,400.00		
\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00		
\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00		
\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00		
\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$24,000.00	\$120.00
\$1,261.89	\$1,261.89	\$1,261.89	\$1,261.89	\$1,261.89	\$1,261.89		
\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00		
\$800.00	\$800.00	\$800.00	\$800.00	\$800.00	\$800.00		
\$1,800.00	\$1,800.00	\$1,800.00	\$1,800.00	\$1,800.00	\$1,800.00		
\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$22,600.00	\$113.00
\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$21,200.00	\$106.00
\$1,400.00	\$1,400.00	\$1,400.00	\$1,400.00	\$1,400.00	\$1,400.00		
\$1,600.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$13,600.00	\$68.00
	\$100.00	\$300.00	\$300.00	\$300.00	\$300.00		\$0.00
	\$400.00	\$800.00	\$900.00	\$900.00	\$900.00		\$0.00
\$1,900.00	\$2,100.00	\$2,165.00	\$2,165.00	\$2,165.00	\$2,165.00	\$15,660.00	\$78.30
\$1,400.00	\$1,400.00	\$1,400.00	\$1,400.00	\$1,400.00	\$1,400.00		
\$600.00	\$1,000.00	\$1,200.00	\$1,900.00	\$2,000.00	\$2,000.00	\$8,800.00	\$44.00
\$500.00	\$900.00	\$1,100.00	\$1,800.00	\$2,000.00	\$2,000.00	\$8,300.00	\$41.50
\$600.00	\$1,000.00	\$1,200.00	\$1,900.00	\$2,000.00	\$2,000.00	\$8,800.00	\$44.00
\$200.00	\$600.00	\$1,000.00	\$1,500.00	\$1,900.00	\$2,000.00	\$7,200.00	\$36.00
\$100.00	\$500.00	\$900.00	\$1,400.00	\$1,800.00	\$2,000.00	\$6,700.00	\$33.50
\$100.00	\$500.00	\$900.00	\$900.00	\$900.00			
	\$400.00	\$800.00	\$1,300.00	\$1,700.00	\$2,000.00	\$6,200.00	\$31.00
	\$200.00	\$600.00	\$1,100.00	\$1,100.00			
	\$100.00	\$500.00	\$1,000.00	\$1,400.00	\$1,700.00	\$4,700.00	\$23.50
		\$400.00	\$900.00	\$1,300.00	\$1,700.00	\$4,300.00	\$21.50
		\$400.00	\$600.00	\$600.00	\$600.00		
				\$400.00	\$800.00	\$1,200.00	\$6.00
					\$300.00	\$300.00	\$1.50
\$131,761.89	\$133,961.89	\$136,226.89	\$138,226.89	\$139,926.89	\$137,926.89	\$984,160.00	\$4,920.80

650403	133.65
650427	403.38
660103	2,439.37
660106	-3,356.10
660113	-4,413.64
660119	-2,579.17
660120	2,280.65
660128	-2,449.59
660130	-12,560.04
660143	2,890.59
660144	3,189.77
660173	2,722.35
660177	3,940.28
660180	1,334.73
660183	533.60
660190	-643.63
660225	-481.65
660254	-2,381.03
660255	6,779.35
660259	2,427.50
660274	3,209.78
660279	393.66
660280	3,794.42
660298	-1,576.36
660299	700.00
660300	500.00
660301	0.00

Broker Holdback 2019		\$70,800.00	\$36,547.80	\$107,347.80
Truck #	Name	Holdback Dec 19	Escrow	
650425		\$2,000.00		\$2,000.00
650426		\$2,000.00		\$2,000.00
30550		\$2,000.00		\$2,000.00
31321		\$2,000.00		\$2,000.00
40757		\$2,000.00		\$2,000.00
650406		\$2,000.00		\$2,000.00
650137		\$1,500.00		\$1,500.00
650288		\$1,500.00		\$1,500.00
650330		\$1,500.00		\$1,500.00
650363		\$1,500.00		\$1,500.00
650371		\$1,500.00		\$1,500.00
650377		\$1,500.00		\$1,500.00
650408		\$1,500.00		\$1,500.00
650409		\$1,500.00		\$1,500.00
650413		\$1,500.00		\$1,500.00
650415		\$1,500.00		\$1,500.00
650420		\$1,500.00		\$1,500.00
650432		\$1,500.00		\$1,500.00
650433		\$1,500.00		\$1,500.00
650434		\$1,300.00		\$1,300.00
650393		\$1,200.00		\$1,200.00
650435		\$900.00		\$900.00
650438		\$600.00		\$600.00
650437		\$500.00		\$500.00
650440		\$500.00		\$500.00
650439		\$400.00		\$400.00
650441		\$300.00		\$300.00
660255		\$2,000.00	6,779.35	\$8,779.35
660177		\$1,500.00	3,940.28	\$5,440.28
660280		\$2,000.00	3,794.42	\$5,794.42
660274		\$2,000.00	3,209.78	\$5,209.78
660144		\$1,500.00	3,189.77	\$4,689.77
660143		\$1,500.00	2,890.59	\$4,390.59
660173		\$1,500.00	2,722.35	\$4,222.35
660103		\$1,500.00	2,439.37	\$3,939.37
660259		\$2,000.00	2,427.50	\$4,427.50
660120		\$1,500.00	2,280.65	\$3,780.65
660180		\$1,500.00	1,334.73	\$2,834.73
660299		\$2,000.00	700.00	\$2,700.00
660183		\$1,500.00	533.60	\$2,033.60
660300		\$2,000.00	500.00	\$2,500.00
650427		\$1,500.00	403.38	\$1,903.38
660279		\$2,000.00	393.66	\$2,393.66
650403		\$1,500.00	133.65	\$1,633.65
660301		\$1,100.00	-	\$1,100.00
660225		\$2,000.00	(481.65)	\$1,518.35
660190		\$1,500.00	(643.63)	\$856.37
660298		\$1,500.00	(1,576.36)	(\$76.36)
660254		\$2,000.00	(2,381.03)	(\$381.03)
660128		\$1,500.00	(2,449.59)	(\$949.59)

660119		\$1,500.00	(2,579.17)	(\$1,079.17)
660106		\$1,500.00	(3,356.10)	(\$1,856.10)
660113		\$1,500.00	(4,413.64)	(\$2,913.64)
660130		\$1,500.00	(12,560.04)	(\$11,060.04)

650403	133.65
650427	403.38
660103	2,439.37
660106	-3,356.10
660113	-4,413.64
660119	-2,579.17
660120	2,280.65
660128	-2,449.59
660130	-12,560.04
660143	2,890.59
660144	3,189.77
660173	2,722.35
660177	3,940.28
660180	1,334.73
660183	533.60
660190	-643.63
660225	-481.65
660254	-2,381.03
660255	6,779.35
660259	2,427.50
660274	3,209.78
660279	393.66
660280	3,794.42
660298	-1,576.36
660299	700.00
660300	500.00
660301	0.00

This is **Exhibit "K"**
referred to in the Affidavit of Jeff Sippel
sworn before me this 16th day of January, 2020.



A COMMISSIONER FOR TAKING AFFIDAVITS, ETC.

Kimberley Fraser

From: Andrew J. Hatnay
Sent: January-05-20 6:35 PM
To: Edmond Lamek; Gowling WLG
Cc: Demetrios Yiokaris
Subject: Hyndman Transport Limited - mass termination of employees

Dears Sirs:

We have been retained by over 160 former Canadian employees ("Employees") of Hyndman Transport Limited in Canada ("Hyndman").

We understand that Mr. Lamek is legal counsel to Hyndman in Canada and that Mr. Cudney is a director of Hyndman.

Unpaid severance pay and other amounts to Employees

We are told that on or about December 9, 2019, almost 400 Canadian Hyndman workers were terminated without prior notice or pay in lieu of notice. They are owed over \$2 million in severance pay, termination pay, bonuses, vacation pay and monies held in trust for them. We are in the process of verifying the amounts owing.

It appears to us that Hyndman has ceased all of its operations in Canada.

Hyndman has failed to pay the above-noted amounts owing to the Employees, has failed to account for Employee funds held in trust, and has failed to provide any meaningful response to the Employees as to its intentions and whether it intends to pay these amounts.

Our clients are also very concerned with the conduct of Hyndman and its U.S. parent Celadon Trucking Services Inc. ("Celadon"). We see that Hyndman has filed for Chapter 11 protection in the United States (along with Celadon and related entities), but has failed to take any steps in Canada to obtain a bankruptcy order, a CCAA order, and/or appoint a receiver. Inter alia, this failure has prevented the Employees from being able to access the federal Wage Earner Protection Program ("WEPP") which as you know, provides payments to terminated workers whose employer is subject to a bankruptcy, receivership or CCAA proceeding in Canada. It currently pays up to \$7,296.17 per employee for unpaid vacation pay, bonuses, severance pay and termination pay. Such a payment is expected to cover a significant portion of the amounts owing to the Employees and would provide immediate financial relief to them given that Hyndman's conduct rolled out over the Christmas holiday season, causing particularly significant financial hardship for many of the Employees.

Had Hyndman obtained a bankruptcy, receivership or CCAA Order on December 9, 2019, we anticipate that the WEPP application process would be advanced by this time and soon be in a position to pay a substantial portion of the amounts owing to the employees. Unfortunately, that has not occurred.

Furthermore, in a bankruptcy or receivership, the amounts owed to employees for unpaid vacation pay and bonuses are priority secured claims up to at least \$2,000 per employee pursuant to sections 81.3 and 81.4 of the BIA. These amounts are also protected in a CCAA proceeding under section 6(5) of the CCAA.

Personal liability of directors

It is our information that Hyndman is incorporated under the Ontario Business Corporations Act (the "OBCA"). Section 131 of the OBCA makes directors of corporations personally liable for unpaid debts owing to employees, including unpaid vacation pay and bonuses. We anticipate this amount owing is in excess of \$600,000. It is our information that Mr. Cudney is a director of Hyndman. He is therefore personally liable for these amounts.

We demand that Hyndman forthwith pay the Employees their outstanding claims and their legal costs to date and going forward.

Dissipation of Canadian assets to the detriment of Canadian creditors

We also understand that Celadon may have unlawfully diverted funds from the account(s) of Hyndman in Canada and inter alia, without ensuring there will be sufficient cash left to pay the above-mentioned Employee as well as other creditor claims. We are also told that Celadon has a past history of diverting funds from Hyndman in Canada to other parties, which may warrant examination.

We are told that Hyndman owns three properties in Canada that have substantial value and can be liquidated to pay the Employee and other creditor claims (the "Properties"):

Wroxeter Terminal
1001 Belmore Line
Wroxeter, ON
NOG 2X0

Ayr Terminal
2616 Cedar Creek
Ayr, ON
NOB 1E0

Winnipeg Terminal
50 Omands Creek Blvd.
Winnipeg, MB
R2R 1V7

The conduct of Hyndman and the Employees' ability to recover is in serious jeopardy due to any dissipation of the Canadian assets. The Properties need to be secured to ensure that their sales maximize recoveries for Canadian creditors, including the Employees.

We are also concerned that Hyndman may be preferring, or is attempting to prefer, other parties including Celadon, at the expense of Canadian creditors. If so, if steps are not forthwith taken that there will be irreparable harm to the Employees and other Canadian creditors.

Please forthwith advise what steps Hyndman intends to take to ensure that the Employees are paid, the Properties and all other assets are protected for the benefit of creditors, and whether Hyndman intends to obtain a bankruptcy, receivership or CCAA order in Canada.

Absent immediate meaningful steps being taken to pay the Employees and protect the assets, we will seek instructions to bring an application for a bankruptcy order and/or appoint an interim receiver ("IR") over the Properties and other assets. We will also seek a Representation Order for the Employees, as well as a charge for the payment of their costs and the interim receiver's costs.

Further, we will also seek instructions to commence an action against Mr. Cudney under s. 131 of the OBCA and bring a summary judgment motion for the amounts owing to the Employees.

Please ensure that we are served with any court material and our availability is canvassed for any court date(s). If Hyndman seeks to only obtain an order for recognition of a foreign bankruptcy proceeding, we expect that we would object to same. Such an order would likely be highly prejudicial to our clients and inappropriate in the circumstances. Notably, it would not trigger access to WEPP for the Employees.

Please provide a meaningful response to us with respect to the above issues as soon as possible.

Regards,
AJH

This is **Exhibit "L"**

referred to in the Affidavit of Jeff Sippel
sworn before me this 16th day of January, 2020.

A handwritten signature in black ink, appearing to be 'A. Sippel', written over a horizontal line.

A COMMISSIONER FOR TAKING AFFIDAVITS, ETC.

■ .LAXSEA 2.190 ▼ -0.057 -2.5% DATVF.VEU 1.712 ▼ -0.003 -0.2% DATVF.VNU 1.494 ▼ -0.043 -2.8%

Canada International News Trucking

Celadon moves quickly to sell Hyndman Transport headquarters in Canada

U.S. federal judge clears Celadon Group to proceed with sale of Ontario facility to Wyndham Street Investments for C\$12 million in a deal that could make it harder for Canadian former employees to secure financial claims.

Nate Tabak, Canada Correspondent • Tuesday, January 14, 2020 0 557

📖 1 minute read



Listen to this article

2:16

Celadon Group plans to sell Hyndman Transport's headquarters to a Canadian real estate firm for C\$12 million after a U.S. federal judge approved the bankrupt trucking company's request to fast-track the deal on Monday.

The sale appears set to close imminently, after Guelph-based Wyndham Street Investments signed a purchase agreement on Jan. 7, according to a filing in U.S. Bankruptcy Court for the District of Delaware.

The facility, located just off Highway 401, is likely Celadon's single most valuable hard asset in Canada. Lawyers for Celadon asserted that the sale to Wyndham Street will command higher proceeds than if the facility were otherwise included in a forthcoming bidding process for the company's other assets.

Lawyers for Celadon asserted that while the deal did not require the U.S. court's approval, they sought it out of an "abundance of caution."

The filing made no mention of any legal implications or potential challenges to the deal in Canada.

The sale could make it more difficult for former Hyndman employees and contractors to secure any owed compensation. The funds will leave Canada and be distributed in accordance with the U.S. bankruptcy proceedings.

Some former Hyndman employees and contractors have been consulting with lawyers since the trucking company shut down on Dec. 9 after Celadon filed for Chapter 11 bankruptcy proceedings.

Many say they are owed thousands of dollars in vacation pay, severance and other compensation. The absence of Canadian bankruptcy proceedings has complicated those efforts.

Celadon has said that it intends to secure recognition of the U.S. bankruptcy in Canada. Court records in Ontario do not show any public bankruptcy recognition proceedings for Celadon in Canada as of Jan. 1.

Canadian federal authorities are also investigating the dismissals of former Hyndman workers. The probe appears to be focusing on whether the dismissals constituted "mass terminations," which could entitle former workers to substantial payouts in the event they did not receive proper notice.

 Tags Canada Canadian trucking Celadon Celadon Group

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

-----X
: :
In re: : Chapter 11
: :
CELADON GROUP, INC., *et al.*,¹ : Case No. 19-12606 (KBO)
: :
Debtors. : (Jointly Administered)
: :
-----X Related D.I.: 79, 219

NOTICE OF AUCTION AND REMAINING ASSET SALE HEARING

PLEASE TAKE NOTICE that Celadon Group, Inc. and its affiliated debtors in the above-captioned chapter 11 cases (collectively, the “Debtors”) sought relief from the United States Bankruptcy Court for the District of Delaware (the “Court”) to effectuate one or more sales of substantially all of the Debtors’ assets.

PLEASE TAKE FURTHER NOTICE that on January 6, 2020, the Court entered the *Order: (I)(A) Approving Bidding Procedures and Bid Protections, (B) Permitting Debtors to Designate Stalking Horse Purchaser(s) and Grant Bid Protections, (C) Scheduling a Hearing to Consider Approval of the Sale of Assets, (D) Approving Form and Manner of Notice of Sale, and (E) Granting Related Relief; and (II)(A) Authorizing and Approving the Sale of Substantially All Assets of Certain of the Debtors Free and Clear of Liens, Claims, Interests, and Encumbrances, (B) Authorizing the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, and (C) Granting Related Relief* [D.I. 219] (the “Bidding Procedures Order”),² pursuant to which the Court approved the Bidding Procedures, which establish key dates and times related to the Debtors’ efforts to sell substantially all assets of the Debtors’ estates.

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: Celadon Group, Inc. (1050); A R Management Services, Inc. (3604); Bee Line, Inc. (5403); Celadon Canadian Holdings, Limited (2539); Celadon E-Commerce, Inc. (2711); Celadon International Corporation (5246); Celadon Logistics Services, Inc. (0834); Celadon Mexicana, S.A. de C.V. (6NL7); Celadon Realty, LLC (2559); Celadon Trucking Services, Inc. (6138); Distribution, Inc. (0488); Eagle Logistics Services Inc. (7667); Hyndman Transport Limited (3249); Jaguar Logistics, S.A. de C.V. (66D1); Leasing Servicios, S.A. de C.V. (9MUA); Osborn Transportation, Inc. (7467); Quality Companies LLC (4073); Quality Equipment Leasing, LLC (2403); Quality Insurance LLC (7248); Servicios Corporativos Jaguar, S.C. (78CA); Servicios de Transportación Jaguar, S.A. de C.V. (5R68); Stinger Logistics, Inc. (3860); Strategic Leasing, Inc. (7534); Taylor Express, Inc. (9779); Transportation Insurance Services Risk Retention Group, Inc. (7197); Vorbas, LLC (8936). The corporate headquarters and the mailing address for the Debtors listed above is 9503 East 33rd Street, One Celadon Drive, Indianapolis, IN 46235.

² Capitalized terms used but not otherwise defined in this notice shall have the meanings ascribed to them in the Bidding Procedures Order.



PLEASE TAKE FURTHER NOTICE that the summary of the Bidding Procedures contained in this notice is provided for convenience only. All interested bidders should carefully read the Bidding Procedures Order and Bidding Procedures.

PLEASE TAKE FURTHER NOTICE that the deadline by which all Potential Bids must be received by the parties specified in the Bidding Procedures is **January 20, 2020 at 4:00 p.m. (prevailing Eastern time).**

PLEASE TAKE FURTHER NOTICE that copies of the Bidding Procedures Order, Bidding Procedures, all related exhibits, and any other filings related to the sale process and the Debtors' cases are available for free on the website of the court-appointed claims and noticing agent in these chapter 11 cases, KCC, at <https://www.kccllc.net/Celadon>.

PLEASE TAKE FURTHER NOTICE that, if the Debtors timely receive more than one Qualified Bid, the Debtors will conduct an Auction of all or any lot of their assets on **January 22, 2020 at 10:00 a.m. (prevailing Eastern time)** at the offices of DLA Piper LLP (US), 1251 Avenue of the Americas, New York, NY 10020-1104, or at such other time and location as the Debtors may later designate, to determine the highest or otherwise best Bid(s).

PLEASE TAKE FURTHER NOTICE, if the Debtors do not timely receive more than one Qualified Bid, that the Debtors may not conduct the Auction and, instead, may (a) file a notice with the Court identifying the sole Qualified Bid as a Successful Bidder and Successful Bid for the Remaining Assets and (b) promptly seek the Court's approval of the sale of all or any lot of the Remaining Assets.

PLEASE TAKE FURTHER NOTICE that the Debtors will seek approval of the sale(s) of the Remaining Assets before The Honorable Karen B. Owens, United States Bankruptcy Judge for the District of Delaware, 824 North Market Street, Wilmington, Delaware 19801, on **January 30, 2020 at 2:30 p.m. (prevailing Eastern time).**

PLEASE TAKE FURTHER NOTICE that objections, if any, must (i) be in writing, (ii) conform to the applicable provisions of the Bankruptcy Code, Bankruptcy Rules, and Local Rules, (iii) state with particularity the legal and factual basis for the objection and the specific grounds for such objection, and (iv) be filed with the Court and served so as to be **received** no later than **January 23, 2020 at 4:00 p.m. (prevailing Eastern time)** by the following parties: (i) counsel to the Debtors, (a) Stuart M. Brown and Matthew S. Sarna, DLA Piper LLP (US), 1201 North Market Street, Wilmington, Delaware 19801, (b) Richard A. Chesley and Jamila J. Willis, 1251 Avenue of the Americas, New York, NY 10020; (ii) counsel to the Committee, (a) Christopher M. Samis, L. Katherine Good, and Aaron H. Stulman, Potter Anderson & Corroon LLP, 1313 North Market Street, 6th Floor, Wilmington, Delaware 19801, (b) Seth Van Aalten, Robert Winning, and Sarah Carnes, Cooley LLP, 55 Hudson Yards, New York, NY 10001; (iii) counsel to the Designated Stalking Horse Bidder(s) (if one or more is designated); (iv) counsel to the DIP Agent, (a) Adam Harris and Abbey Walsh, Schulte Roth & Zabel LLP, 919 Third Avenue, New York, New York 10022, (b) Adam Landis, Landis Roth & Cobb LLP, 919 Market Street, Suite 1800, Wilmington, Delaware 19801; (v) the Office of the United States Trustee for the District of Delaware, J. Caleb Boggs Federal Building, 844 King Street, Lockbox 35, Wilmington, Delaware 19801 (Attn: Timothy J. Fox); and (vi) counsel to any Successful Bidder and Backup Bidder as identified in accordance with the Bidding Procedures.

PLEASE TAKE FURTHER NOTICE THAT ANY PARTY OR ENTITY WHO FAILS TO TIMELY FILE AND SERVE AN OBJECTION TO THE SALE ON OR BEFORE THE OBJECTION DEADLINE IN ACCORDANCE WITH THE BIDDING PROCEDURES ORDER SHALL BE FOREVER BARRED FROM ASSERTING ANY OBJECTION TO THE SALE(S), INCLUDING WITH RESPECT TO THE SALE OF ALL OR ANY LOT OF THE REMAINING ASSETS FREE AND CLEAR OF LIENS, CLAIMS, ENCUMBRANCES, AND OTHER INTERESTS.

[Remainder of Page Intentionally Left Blank]

Dated: January 9, 2020
Wilmington, Delaware

Respectfully submitted,

DLA PIPER LLP (US)

/s/ Stuart M. Brown

Stuart M. Brown (DE 4050)
Matthew S. Sarna (DE 6578)
1201 North Market Street, Suite 2100
Wilmington, Delaware 19801
Telephone: (302) 468-5700
Facsimile: (302) 394-2341
Email: stuart.brown@us.dlapiper.com
matthew.sarna@us.dlapiper.com

-and-

Richard A. Chesley (admitted *pro hac vice*)
Jamila Justine Willis (admitted *pro hac vice*)
1251 Avenue of the Americas
New York, New York 10020
Telephone: (212) 335-4500
Facsimile: (212) 335-4501
Email: richard.chesley@us.dlapiper.com
jamila.willis@us.dlapiper.com

Counsel to the Debtors

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

-----X
:
In re: : Chapter 11
:
CELADON GROUP, INC., *et al.*,¹ : Case No. 19-12606 (KBO)
:
Debtors. : (Jointly Administered)
:
-----X

**MOTION OF THE DEBTORS FOR ENTRY OF AN ORDER
(I) APPROVING THE PRIVATE SALE OF CERTAIN NONRESIDENTIAL REAL
PROPERTY LOCATED IN AYR, ONTARIO, CANADA FREE AND CLEAR OF ALL
LIENS, CLAIMS, ENCUMBRANCES AND OTHER INTERESTS
AND (II) GRANTING OTHER RELATED RELIEF**

Celadon Group, Inc. and its affiliated debtors (collectively, the “Debtors”), by and through their counsel, DLA Piper LLP (US), hereby submit this motion (the “Motion”) for entry of an order, substantially in the form attached hereto as Exhibit A (the “Proposed Order”), (i) approving the private sale of certain non-residential real property located at 2616 Cedar Creek Road, Ayr, Ontario, Canada (the “Premises”)² as contemplated by that certain Agreement of Purchase and Sale (the “Purchase Agreement”), attached as Exhibit 1 to the Proposed Order, between Debtor

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: Celadon Group, Inc. (1050); A R Management Services, Inc. (3604); Bee Line, Inc. (5403); Celadon Canadian Holdings, Limited (2539); Celadon E-Commerce, Inc. (2711); Celadon International Corporation (5246); Celadon Logistics Services, Inc. (0834); Celadon Mexicana, S.A. de C.V. (6NL7); Celadon Realty, LLC (2559); Celadon Trucking Services, Inc. (6138); Distribution, Inc. (0488); Eagle Logistics Services Inc. (7667); Hyndman Transport Limited (3249); Jaguar Logistics, S.A. de C.V. (66D1); Leasing Servicios, S.A. de C.V. (9MUA); Osborn Transportation, Inc. (7467); Quality Companies LLC (4073); Quality Equipment Leasing, LLC (2403); Quality Insurance LLC (7248); Servicios Corporativos Jaguar, S.C. (78CA); Servicios de Transportación Jaguar, S.A. de C.V. (5R68); Stinger Logistics, Inc. (3860); Strategic Leasing, Inc. (7534); Taylor Express, Inc. (9779); Transportation Insurance Services Risk Retention Group, Inc. (7197); Vorbas, LLC (8936). The corporate headquarters and the mailing address for the Debtors listed above is 9503 East 33rd Street, One Celadon Drive, Indianapolis, IN 46235.

² In accordance with the Agreement of Purchase and Sale, a copy of which is attached to the Proposed Order as Exhibit 1, the legal description of the Premises is: PT LT 30 CON 11 NORTH DUMFRIES; PT RDAL BTN CON 10 & 11 NORTH DUMFRIES CLOSED BY 58G710; AS IN WS707023, EXCEPT PT 1, 58EX470 TOWNSHIP OF NORTH DUMFRIES.



Celadon Group, Inc. on behalf of Hyndman Transport Limited (the “Seller”) and Wyndham Street Investments Inc. (the “Purchaser”), free and clear of claims, liens, encumbrances and interests (except as set forth in the Purchase Agreement), and (ii) granting related relief. In support of this Motion, the Debtors respectfully state as follows:

PRELIMINARY STATEMENT

1. The proposed sale of the Premises has been marketed throughout the Debtors’ chapter 11 cases as part of the Debtors’ Remaining Assets (as defined in the Remaining Assets Bidding Procedures Motion (defined below)), subject to the *Motion of the Debtors for Orders: (I)(A) Approving Bidding Procedures and Bid Protections, (B) Permitting Debtors to Designate Stalking Horse Purchaser(s) and Grant Bid Protections, (C) Scheduling a Hearing to Consider Approval of the Sale of Assets, (D) Approving Form and Manner of Notice of Sale, and (E) Granting Related Relief; and (II)(A) Authorizing and Approving the Sale of Substantially All Assets of Certain of the Debtors Free and Clear of Liens, Claims, Interests, and Encumbrances, (B) Authorizing the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, and (C) Granting Related Relief* [D.I. 79] (the “Remaining Assets Bidding Procedures Motion”), which was approved in part by the bidding procedures order entered [D.I. 219]. The marketing process involved extensive business discussions, including telephone calls, in-person meeting between and among senior management, and numerous parties’ business and legal teams and various advisors. As a result of these marketing efforts, the Debtors received several indications of interest or offers to purchase the Premises, including the indication of interest and offer that the Debtors received from the Purchaser. The Purchaser’s offer was superior to the other expressions of interest that the Debtors received and was at or above the Debtors’ expectations of

value should the Debtors subject the Premises to the Auction (as defined below). Thus, the Debtors proceeded with negotiating the Purchase Agreement.

2. As a result of substantial arm's length negotiations between the Purchaser and the Debtors, the Purchaser agreed to purchase the Premises for Canadian ("CAN") \$12,000,000³ (the "Purchase Price") subject to the Purchase Agreement. The negotiations also resulted in a transaction structure that could close promptly on terms favorable to the Debtors.

3. While the Premises could be put up for sale subject to the auction contemplated by the Remaining Bidding Procedures Motion, which is currently scheduled to be held January 22, 2020 (the "Auction"), as stated above, the terms offered by the Purchaser are materially superior to the terms that the Debtors could hope to achieve at the Auction.

4. Given that (a) the Purchaser can consummate the private sale transaction sooner than if the Debtors subjected the Premises to the Auction with the other Remaining Assets, (b) thus far, other potential bids and indications of interest in connection with the marketing of the Premises have not exhibited value or interest comparable to the proposed sale, and (c) nothing in the Purchase Agreement prohibits the Debtors from pursuing or consummating any alternative transaction that, in the Debtors' business judgement will maximize the value of their estates⁴ (subject to the Break-Up Fee, defined below), the Debtors believe, in their business judgment, and in consultation with the Consultation Parties,⁵ that it is unlikely the Auction will lead to a higher

³ Approximately US\$9,188,400 as of the prevailing international exchange rates as of the date of filing this Motion.

⁴ The Debtors reserve the right to exercise their fiduciary duties and terminate the Purchase Agreement should another party submit a bona fide binding offer and good faith deposit to purchase the Premises for higher or otherwise better consideration.

⁵ In accordance with the *Order: (I)(A) Approving Bidding Procedures and Bid Protections, (B) Permitting Debtors to Designate Stalking Horse Purchaser(s) and Grant Bid Protections, (C) Scheduling a Hearing to Consider Approval of the Sale of Assets, (D) Approving Form and Manner of Notice of Sale, and (E) Granting Related Relief; and (II)(A) Authorizing and Approving the Sale of Substantially All Assets of Certain of the Debtors Free and Clear of Liens, Claims, Interests, and Encumbrances, (B) Authorizing the Assumption and Assignment of Certain Executory*

or otherwise better bid for the Premises. Accordingly, the Debtors seek to sell the Premises to the Purchaser, pursuant to a private sale, free and clear of all liens, claims, encumbrances, and other interests.

5. For these reasons, and as set forth more fully below, the relief sought by this Motion should be granted.

JURISDICTION AND VENUE

6. The United States Bankruptcy Court for the District of Delaware (this "Court") has jurisdiction over these chapter 11 cases, the Debtors, property of the Debtors' estates and this matter under 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference from the United States District Court for the District of Delaware*, dated February 29, 2012. This is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2).

7. Pursuant to Rule 9013-1(f) of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the "Local Rules"), the Debtors consent to the entry of a final judgment or order with respect to the Motion if it is determined that this Court, absent consent of the parties, cannot enter final orders or judgments consistent with Article III of the United States Constitution.

8. Venue of these chapter 11 cases in this district is proper under 28 U.S.C. §§ 1408 and 1409.

9. The statutory bases for the relief requested in this Motion are sections 105 and 365 of title 11 of the United States Code (the "Bankruptcy Code") and Rule 6004 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and Local Rule 6004-1(b)

Contracts and Unexpired Leases, and (C) Granting Related Relief [D.I. 219], the Consultation Parties are: the Official Committee of Unsecured Creditors (the "Committee"), the DIP Agent, and MidCap Funding IV Trust.

BACKGROUND

10. Celadon Group, Inc. and its affiliated debtors are one of the largest North American truckload freight transportation carriers, providing point-to-point shipping, and specifically, long haul, regional, local, dedicated, intermodal, temperature-protect, and expedited freight services across the United States, Canada and Mexico. Amid industry-wide headwinds, including falling freight rates, the Debtors began to experience liquidity constraints and worked with their key stakeholders to identify a solution that would maximize enterprise value for the benefit of all stakeholders. On December 8, 2019 (the "Petition Date"), each Debtor filed with this Court a voluntary petition for relief under chapter 11 of the Bankruptcy Code.

11. The Debtors continue to be in possession of their assets and manage their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. As of the date hereof, no trustee or examiner has been appointed in the Debtors' chapter 11 cases. On December 18, 2019, the United States Trustee for the District of Delaware (the "U.S. Trustee") appointed an official committee of unsecured creditors [D.I. 111] (the "Committee"). The U.S. Trustee has set January 22, 2020 at 2:30 p.m. (ET) for the meeting of creditors under section 341 of the Bankruptcy Code.

12. Additional factual background regarding the Debtors, including their business operations, capital and debt structures, and the events leading to the filing of these chapter 11 cases, is set forth in detail in the *Declaration of Kathryn Wouters in Support of Chapter 11 Filings and First Day Pleadings* [D.I. 3] (the "First Day Declaration"),⁶ filed with this Court on the Petition Date, which is fully incorporated into this Motion by reference.

⁶ Capitalized terms used but not otherwise defined in this Motion shall have the meanings ascribed to them in the First Day Declaration.

RELIEF REQUESTED

13. By this Motion, the Debtors seek entry of an order, substantially in the form of the Proposed Order, attached hereto as **Exhibit A**, pursuant to sections 105 and 363 of the Bankruptcy Code, Bankruptcy Rule 6004, and Local Rule 6004-1(b), (i) approving the private sale of the Premises to the Purchaser in accordance with the Purchase Agreement, free and clear of liens, claims, encumbrances and other interests, and (ii) granting related relief.

BASIS FOR RELIEF

A. The Purchase Agreement is Typical, Customary, and Reasonable, and Entering into the Purchase Agreement is an Exercise of the Debtors' Business Judgment.

14. The Debtors believe that the terms of the Purchase Agreement are typical, customary, and reasonable under the circumstances, and should be entered into in the sound exercise of the Debtors' business judgment.

15. Pursuant to Bankruptcy Rule 6004(f)(1), sales of property may be by private sale or public auction. The paramount goal of either process is to maximize the proceeds of such sale and the recovery for the estate. *See In re Mushroom Transp. Co.*, 382 F.3d 325, 339 (3d Cir. 2004) (noting that the debtor "had a fiduciary duty to protect and maximize the estate's assets."); *see also CFTC v. Weintraub*, 471 U.S. 343, 352 (1985) (same); *Cadle Co. v. Mims (In re Moore)*, 608 F.3d 253, 263 (5th Cir. 2010) (same).

16. In accordance with Local Rule 6004-1, the Purchase Agreement, in summary, provides as follows:⁷

- a. **Sale of Premises.** The Debtors are seeking approval for the sale of the Premises to the Purchaser by private sale for the purchase price of CAN\$12,000,000, and upon the terms and conditions set forth in the Purchase Agreement.

⁷ This summary is qualified in its entirety by reference to the provisions of the Purchase Agreement itself. In the event of any inconsistencies between this summary and the Purchase Agreement, the terms of the Purchase Agreement shall govern.

- b. Free of Any and All Encumbrances. The sale will be free and clear of all claims, liens, encumbrances and interests, with such claims, liens, encumbrances and interests to attach to the net proceeds of the private sale enjoying the same extent and priority as on the Premises.
- c. Included Assets. The private sale of the Premises includes the real property as described above, as well as all chattels related to the Premises, including all pit related items, racking and shelving in parts rooms, shop compressor, network, security and cabling and IT related items, office furniture, gate and door controllers (including the keyless fob system) in “as is” condition.
- d. Excluded Assets. The Premises will not be sold with the overhead crane located in the shop area (the Kone Crane) or the building and pylon signage. Equipment that has been rented by the Debtors is not included in the private sale.
- e. Due Diligence Period. The Buyer has five (5) days from the execution of the Purchase Agreement to conduct an inspection of the Premises at its own expense.
- f. Realty Tax Refunds. All right, title and benefit to any realty tax and reassessments and any rebates, refunds or reassessment of realty taxes for the Premises prior to the closing of the private sale shall remain property of the Seller (“Realty Tax Refunds”). The Purchaser will pay to the Seller, promptly after the completion of any successful assessment appeal, the net proceeds of any rebate, refund or reassessment of realty taxes for the Premises received by the Purchaser in respect of any period prior to the closing of the private sale.
- g. Taxes and Fees. The Purchaser will be responsible for all registration fees and land transfer taxes and sales taxes payable in connection with the private sale.
- h. Real Estate Agent Fee. The broker acting on behalf of the Purchaser is CBRE Limited Inc. (the “Real Estate Agent”), and upon closing of the private sale transaction, the Seller shall pay one percent (1%) of the Purchase Price to the Broker (“Real Estate Fee”).
- i. Indemnification. The Purchase Agreement does not provide for indemnity by either party.
- j. Consent to Jurisdiction. The Purchaser will be deemed to have consented to the jurisdiction of the United States Bankruptcy Court for the District of Delaware, and have waived any and all rights to a jury trial in connection with any and all disputes relating to, arising from, or connected with the purchase and sale of the Premises, and the construction or enforcement of the Purchase Agreement.

17. Pursuant to Local Rule 6004-1, a copy of the Proposed Order is attached to this Motion as **Exhibit A**, and the executed Purchase Agreement is attached to the Proposed Order as **Exhibit 1**. In compliance with Local Rule 6004-1(b)(iv), the Debtors further state:

- a. Sale to insider. The Purchaser is not an insider of the Debtors, within the meaning of section 101(31) of the Bankruptcy Code.
- b. Agreements with Management. The Purchaser has not discussed or entered into any agreements with Debtors' management or key employees regarding future compensation or employment.
- c. Releases. The Purchase Agreement provides for the release and discharge of the Seller and its successors and assigns, from every claim of any kind that the Purchaser may make, suffer, sustain, or incur in regard to any hazardous substance relating to the Premises.
- d. Private Sale/No Competitive Bidding and Alternative Transaction. The Debtors are seeking approval for a proposed sale of the Premises to the Purchaser by private sale free and clear of all liens, claims, encumbrances and other interest, and upon the terms and conditions set forth in the Purchase Agreement. While the Purchase Agreement provides for and allows the consummation of an alternative transaction, if the Seller terminates the Purchase Agreement in favor of a sale to a third party, the Purchaser is entitled to receive CAN\$360,000⁸ (the "Break-Up Fee") from the proceeds of the alternate transaction.
- e. Closing and Other Deadlines. The closing date of the private sale shall take place no later than 6:00 p.m. on the date that is thirty (30) days after the execution of the Purchase Agreement, and is conditioned upon the entry of an order by the Bankruptcy Court approving the sale and Purchase Agreement.
- f. Good Faith Deposit. The Purchase Agreement requires the Purchaser to fund in good faith, a deposit of CAN\$500,000.⁹
- g. Interim Arrangements with Purchaser. The Debtors do not have any interim management or other agreement with the Purchaser.
- h. Use of Proceeds. The Purchase Agreement does not address the use of proceeds generated by the sale. All proceeds will be distributed pursuant to the Final DIP Order [D.I. 214], or as otherwise ordered by this Court.

⁸ Approximately US\$275,652 as of the prevailing international exchange rates as of the date of filing this Motion.

⁹ Approximately US\$382,850 as of the prevailing international exchange rates as of the date of filing this Motion.

- i. Tax Exemption. The Debtors are not seeking to have the sale declared exempt from taxes under section 1146(a) of the Bankruptcy Code.
- j. Record Retention. The Debtors will retain, or have reasonable access to, all records necessary for the administration of these chapter 11 cases.
- k. Sale of Avoidance Actions. The Debtors are not seeking to sell avoidance actions.
- l. Requested Findings as to Successor Liability. The Debtors are seeking to sell the Premises free and clear of successor liability claims.
- m. Sale Free and Clear of Unexpired Leases. The Debtors are not seeking to sell the Premises free and clear of any unexpired leasehold interests or other rights.
- n. Credit Bid. The Purchase Agreement does not contemplate a right to credit bid.
- o. Relief from Bankruptcy Rule 6004(h). The Debtors are seeking relief from the fourteen-day (14) stay imposed by Bankruptcy Rule 6004(h) for the private sale.

18. While the Debtors believe the Purchase Agreement is in final, agreed form, the Debtors request authorization to accept such modifications and edits to the Purchase Agreement that are not materially burdensome or harmful to the estates as may be submitted by and agreed upon between the Purchaser and the Debtors (in consultation with the Consultation Parties) in their discretion and the Debtors' business judgment without further order of the Court.

B. The Sale of the Premises is Appropriate Under Section 363(b)(1) of the Bankruptcy Code.

19. The Debtors historically managed their real estate holdings by engaging in sale, purchase, and leasing transactions from time to time. Therefore, the Debtors submit that this proposed sale is within the ordinary course and may be consummated without Court approval.

20. Nevertheless, out of an abundance of caution, the Debtors are seeking Court approval of the sale of the Premises, including the protections afforded to the Purchaser in the event the Debtors consummate an alternative transaction, as permitted by the Purchase Agreement.

21. Bankruptcy Code section 363(b) governs transactions outside the ordinary course of business involving property of the debtor's estate. Specifically, that section provides, in relevant

part, that, “[t]he trustee, after notice and a hearing, may use, sell, or lease, other than in the ordinary course of business, property of the estate....” 11 U.S.C. § 363(b).

22. The Debtors’ sale or use of property of the estates outside the ordinary course of business should be approved by the Court if the Debtors can demonstrate a sound business justification for the proposed transaction. *See In re Del. & Hudson Ry. Co.*, 124 B.R. 169 (D. Del. 1991); *Myers v. Martin (In re Martin)*, 91 F.3d 389, 394–95 (3d Cir. 1996) (citing *Fulton State Bank v. Schipper (In re Schipper)*, 933 F.2d 513 (7th Cir. 1991)).

23. Courts have applied the following four factors in determining whether a sound business justification exists: (a) whether a sound business reason exists for the proposed transaction; (b) whether fair and reasonable consideration is provided; (c) whether the transaction has been proposed and negotiated in good faith; and (d) whether adequate and reasonable notice is provided. *See In re Del. & Hudson Ry. Co.*, 124 B.R. at 175–76 (adopting *Lionel* factors to consider in determining whether sound business purpose exists for sale outside ordinary course of business in this District); *Lionel Corp.*, 722 F.2d at 1071 (setting forth the “sound business” purpose test); *In re Abbotts Dairies of Penn., Inc.*, 788 F.2d 143, 147–49 (3d Cir. 1986) (implicitly adopting the articulated business justification test set forth in *Lionel* and adding the “good faith” requirement).

24. Once debtors articulate a valid business justification, their decision to sell property out of the ordinary course of business enjoys a strong “presumption that in making a business decision the directors of a corporation acted on an informed basis, in good faith and in an honest belief that the action taken was in the best interests of the company.” *In re Integrated Res. Inc.*, 147 B.R. 650, 656 (S.D.N.Y. 1992) (quoting *Smith v. Van Gorkom*, 488 A.2d 858, 872 (Del. 1985)). Therefore, any party objecting to a debtor’s proposed asset sale must make a showing of

“bad faith, self-interest, or gross negligence,” as courts are loath to interfere with corporate decisions absent such a showing. *See id.* at 656; *see also In re Promise Healthcare Group, LLC, et al.*, Case No. 18-12491 (CSS) [D.I. 770] (order approving the private sale of the Debtors’ certain Louisiana facilities upon the Debtors’ showing they properly exercised their business judgment and set forth sound business justifications for pursuing such a private sale, having marketed the private sale and showing that the purchaser was the only bidder for the Louisiana facilities that could close a sale promptly on terms favorable to the Debtors).

25. It is well settled that the sale of assets outside of the ordinary course of business by means of a private sale can, and in appropriate cases should, be approved. *See, e.g., In re Bakalis*, 220 B.R. 525, 531 (Bankr. E.D.N.Y. 1998) (“Unlike judicial sales under the former Bankruptcy Act, the sale of estate property under the Bankruptcy Code is conducted by a trustee, who has ample discretion... to conduct public or private sales of estate property.”) (internal quotations and citations omitted); *In re Dewey & LeBeouf*, Case No. 12-12321 (MG), 2012 WL 5386276, at *6 (Bankr. S.D.N.Y. Nov. 1, 2012) (authorizing private sale of art collection because the debtor established a good business reason to proceed by private sale); *Penn Mut. Life Ins. Co. v. Woodscape Ltd. P’ship (In re Woodscape Ltd. P’ship)*, 134 B.R. 165, 174 (Bankr. D. Md. 1991) (noting that, with respect to sales of estate property pursuant to section 363 of the Bankruptcy Code, “[t]here is no prohibition against a private sale... and there is no requirement that the sale be by public auction.”); *see also In re Promise Healthcare Group, LLC, et al.*, Case No. 18-12491 (CSS) [D.I. 426, 770, and 778] (orders approving the private sale of the Debtors’ Louisiana facilities and their St. Alexius facility outside the ordinary course of business).

26. The Debtors, in their business judgment, and in consultation with the Consultation Parties, believe that the sale of the Premises to the Purchaser represents the high end of the range

of fair market value for the Premises under the circumstances of these cases. Furthermore, the Debtors believe, given that (a) the Purchaser can consummate the private sale transaction sooner than if the Debtors subjected the Premises to the Auction with the other Remaining Assets, (b) thus far, other potential bids and indications of interest in connection with the marketing of the Premises have not exhibited value or interest comparable to the proposed sale, and (c) nothing in the Purchase Agreement prohibits the Debtors from pursuing or consummating any alternative transaction that, in the Debtors' business judgement will maximize the value of their estates (notwithstanding anything else provided herein), the Debtors believe, in their business judgment, and in consultation with the Consultation Parties, that it is unlikely the Auction will lead to a higher or otherwise better bid for the Premises. Accordingly, the Debtors respectfully submit that the proposed private sale of the Premises to the Purchaser should be approved.

C. Any Sale Should be Approved Free and Clear of Liens, Interests and Encumbrances.

27. Under section 363(f) of the Bankruptcy Code, a debtor in possession may sell property free and clear of any lien, claim, interest or encumbrance in such property if, among other things:

- (1) applicable nonbankruptcy law permits sale of such property free and clear of such interest;
- (2) such entity consents;
- (3) such interest is a lien and the price at which such property is sold is greater than the aggregate value of all liens on such property;
- (4) such interest is in bona fide dispute; or
- (5) such entity could be compelled, in a legal or equitable proceeding, to accept a money satisfaction of such interest.

11 U.S.C. § 363(f).

28. Because section 363(f) is stated in the disjunctive, satisfaction of any one of its five requirements will suffice to warrant approval of the proposed sale. *See In re Collins*, 180 B.R. 447, 450 (Bankr. E.D. Va. 1995) ("Section 363(f) is phrased in the disjunctive, such that only one of

the enumerated conditions must be met in order for the Court to approve the proposed sale”); *Scherer v. Fed. Nat’l Mortg. Ass’n (In re Terrace Chalet Apts., Ltd.)*, 159 B.R. 821, 827 (N.D. Ill. 1993) (sale extinguishes liens under section 363(f) as long as one of the five specified exceptions applies).

29. The Debtors will serve notice of the Motion on the Office of the United States Trustee, the Committee, the DIP Agent, the Prepetition Term Loan Agent, the Prepetition ABL Agent, and applicable taxing authorities, and each will have an opportunity to object to the private sale, and the Debtors expect to obtain the consent of the DIP Agent, Prepetition ABL Agent, and Prepetition Term Loan Agent, such that section 363(f)(2) will apply. The Debtors contend that no other party asserts or holds a valid, perfected lien on the Premises. Accordingly, to the extent any party contends that it holds a valid lien on the Premises, such lien is subject to bona fide dispute, and the Debtors may sell the Premises free and clear of such purported lien, under section 363(f)(4) of the Bankruptcy Code. Therefore, the Debtors request that the private sale be approved free and clear of all encumbrances and interests, with the proceeds of the sale being distributed in accordance with the terms of the Final DIP Order.

D. The Sale of the Premises is Proposed in Good Faith.

30. Section 363(m) of the Bankruptcy Code provides:

The reversal or modification on appeal of an authorization under subsection (b) or (c) of this section of a sale or lease of property does not affect the validity of a sale or lease under such authorization to an entity that purchased or leased such property in good faith, whether or not such entity knew of the pendency of the appeal, unless such authorization and such sale or lease were stayed pending appeal.

11 U.S.C. § 363(m).

31. Section 363(m) “reflects the . . . ‘policy of not only affording finality to the judgment of the bankruptcy court, but particularly to give finality to those orders and judgments upon which third parties rely.’” *Abbotts Dairies of Penn., Inc.*, 788 F.2d at 147 (quoting *Hoese Corp. v. Vetter Corp. (In re Vetter Corp.)*, 724 F.2d 52, 55 (7th Cir. 1983)); *see also United States v. Salerno*, 932 F.2d 117, 123 (2d Cir. 1991) (noting that section 363(m) furthers the policy of finality in bankruptcy sales and “assists bankruptcy courts in maximizing the price for assets sold in such proceedings”); *In re Stein & Day, Inc.*, 113 B.R. 157, 162 (Bankr. S.D.N.Y. 1990) (same).

32. While the Bankruptcy Code does not define “good faith”, some courts have held that a good faith purchaser is one who “purchases the assets for value, in good faith, and without notice of adverse claims.” *Hardage v. Herring Nat’l Bank*, 837 F.2d 1319, 1323 (5th Cir. 1988) (quoting *Willemain v. Kivitz (In re Willemain)*, 764 F.2d 1019, 1023 (4th Cir. 1985)). Furthermore, the good faith status of a purchaser can be destroyed with evidence of “fraud, collusion between the purchaser and other bidders or the trustee, or an attempt to take grossly unfair advantage of other bidders.” *TMT Procurement Corp. v. Vantage Drilling Co. (In re TMT Procurement Corp.)*, 764 F.3d 512, 521 (5th Cir. 2014).

33. The private sale has been proposed in good faith. The Purchase Agreement was the product of extensive good faith, arm’s length negotiations between the Debtors, on the one hand, and the Purchaser, on the other, and was negotiated with the active involvement of the Debtors’ Consultation Parties and professionals. The Debtors believe and submit that the sale of the Premises to the Purchaser pursuant to the terms and conditions of the Purchase Agreement is not the product of collusion or bad faith. No evidence suggests that the Purchase Agreement is anything but the product of arm’s length negotiations between the Debtors, the Purchaser, and their respective professional advisors. In connection with approval of the proposed private sale, the

Debtors request that the Court make a finding that the Purchaser is a good faith purchaser and entitled to the protections of section 363(m) of the Bankruptcy Code.

34. Furthermore, the Debtor are unaware of any circumstances or facts that could be perceived as or that the Purchaser or any other party colluded.

WAIVER OF BANKRUPTCY RULE 6004(h)

35. The Debtors respectfully request that the Court waive the fourteen (14) day stay period under Bankruptcy Rule 6004(h). Timely consummation of the proposed sale is of critical importance to both the Debtors and the Purchaser, and is vital to the Debtors' efforts to maximize the value of the Debtors' estates. Accordingly, the Debtors hereby request that the Court waive the fourteen (14) day stay period under Bankruptcy Rule 6004(h).

NOTICE

36. Notice of this Motion will be provided to: (i) the Office of the United States Trustee for the District of Delaware; (ii) the United States Attorney for the District of Delaware; (iii) applicable Taxing Authorities; (iv) counsel to the Committee; (v) the Securities and Exchange Commission; (vi) the Purchaser; (vii) the Real Estate Agent; (viii) Schulte Roth & Zabel LLP and Landis Rath & Cobb LLP, co-counsel to Blue Torch Finance, LLC; (ix) King & Spalding LLP, counsel to Luminus Energy Partners Master Fund, Ltd.; (x) Goldberg Kohn Ltd. and Morris, Nichols, Arsht & Tunnell LLP, co-counsel to MidCap Funding IV Trust; (xi) any party that has requested notice pursuant to Bankruptcy Rule 2002; and (xii) any other party entitled to notice of this Motion. The Debtors respectfully submit that no other or further notice of this Motion is required.

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WHEREFORE, the Debtors respectfully request that this Court (i) enter the Proposed Order, substantially in the form of attached hereto as **Exhibit A**, granting the relief requested in this Motion, and (ii) grant such other and further relief as this Court may deem just and proper.

Dated: January 13, 2020
Wilmington, Delaware

Respectfully submitted,

DLA PIPER LLP (US)

/s/ Stuart M. Brown

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Counsel to the Debtors

EXHIBIT A
(Proposed Order)

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

-----X
:

In re: : Chapter 11

:

CELADON GROUP, INC., *et al.*,¹ : Case No. 19-12606 (KBO)

:

Debtors. : (Jointly Administered)

:

-----X Related D.I.: ____

**ORDER (I) APPROVING THE PRIVATE SALE OF CERTAIN NONRESIDENTIAL
REAL PROPERTY LOCATED IN AYR, ONTARIO, CANADA FREE AND CLEAR OF
ALL LIENS, CLAIMS, ENCUMBRANCES AND OTHER INTERESTS
AND (II) GRANTING OTHER RELATED RELIEF**

This matter coming before the court upon the *Motion of the Debtors for Entry of an Order (I) Approving the Private Sale of Certain Nonresidential Real Property Located in Ayr, Ontario, Canada Free and Clear of All Liens, Claims, Encumbrances and Other Interests and (II) Granting Other Related Relief* (the "Motion"),² filed by Celadon Group, Inc. and its affiliated debtors (collectively, the "Debtors") for entry of an order (this "Order") approving the private sale of the Premises to the Purchaser; all as further described in the Motion; and upon consideration of the First Day Declaration and the record of these chapter 11 cases; and this Court having found that

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: Celadon Group, Inc. (1050); A R Management Services, Inc. (3604); Bee Line, Inc. (5403); Celadon Canadian Holdings, Limited (2539); Celadon E-Commerce, Inc. (2711); Celadon International Corporation (5246); Celadon Logistics Services, Inc. (0834); Celadon Mexicana, S.A. de C.V. (6NL7); Celadon Realty, LLC (2559); Celadon Trucking Services, Inc. (6138); Distribution, Inc. (0488); Eagle Logistics Services Inc. (7667); Hyndman Transport Limited (3249); Jaguar Logistics, S.A. de C.V. (66D1); Leasing Servicios, S.A. de C.V. (9MUA); Osborn Transportation, Inc. (7467); Quality Companies LLC (4073); Quality Equipment Leasing, LLC (2403); Quality Insurance LLC (7248); Servicios Corporativos Jaguar, S.C. (78CA); Servicios de Transportación Jaguar, S.A. de C.V. (5R68); Stinger Logistics, Inc. (3860); Strategic Leasing, Inc. (7534); Taylor Express, Inc. (9779); Transportation Insurance Services Risk Retention Group, Inc. (7197); Vorbas, LLC (8936). The corporate headquarters and the mailing address for the Debtors listed above is 9503 East 33rd Street, One Celadon Drive, Indianapolis, IN 46235.

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Motion.

(i) this Court has jurisdiction over the Debtors, their estates, property of their estates and to consider the Motion and the relief requested therein under 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference from the United States District Court for the District of Delaware*, dated February 29, 2012, (ii) this Court may enter a final order consistent with Article III of the United States Constitution, (iii) this is a core proceeding under 28 U.S.C. § 157(b)(2)(A), (iv) venue of this Motion in this district is proper under 28 U.S.C. §§ 1408 and 1409, and (v) no further or other notice of the Motion is required under the circumstances; and this Court having reviewed the Motion and having heard the statements in support of the relief requested in the Motion at a hearing before this Court, if any; and having determined that the legal and factual bases set forth in the Motion and the First Day Declaration establish just cause for the relief granted in this Order; and this Court having found and determined that the relief sought in the Motion is in the best interests of the Debtors' estates, their creditors and other parties in interest; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED, as set forth in this Order.
2. Any and all objections, if any, to the Motion or the relief requested therein that have not been withdrawn, waived, or settled, and all reservations of rights included in such objections, are hereby overruled on the merits with prejudice.
3. Based upon the record before the Court, the Purchaser's offer for the Premises, as embodied in the Purchase Agreement, is the highest or otherwise best offer for the Premises.
4. The transaction, and the terms and conditions and transactions contemplated by the Purchase Agreement, are hereby authorized and approved pursuant to section 363(b) of the Bankruptcy Code.

5. The Debtors are authorized to consummate the sale of the Premises pursuant to and in accordance with the terms and conditions of the Purchase Agreement.

6. The Debtors are authorized to execute and deliver, and empowered to perform under, and consummate the Purchase Agreement, together with all additional instruments and documents that may be reasonably necessary to consummate the sale of the Premises.

7. If the Debtors exercise their fiduciary obligation and enter into an alternative transaction than the private sale contemplated by the Motion, the Debtors are authorized to pay to the Purchaser the Break-Up Fee.

8. Upon the closing of the private sale, the Seller is authorized to pay to the Real Estate Agent the Real Estate Fee, which shall be paid from the funds received by the Seller from the private sale.

9. The net proceeds of the private sale of the Premises will be distributed pursuant to the Final DIP Order [D.I. 214], or as otherwise ordered by this Court.

10. This Order shall be binding in all respects upon (a) the Debtors, (b) the Debtors' estates, (c) the Debtors' creditors, (d) all holders of liens whether known or unknown against the Premises, and (e) the Purchaser and all of its successors and assigns.

11. This Order and the Purchase Agreement shall inure to the benefit of the Debtors, their estates, their creditors, the Purchaser, and the Purchaser's respective successors and assigns of each of the foregoing.

12. The conditions of section 363(f) of the Bankruptcy Code have been satisfied in full; therefore, the Debtors may sell the Premises free and clear of any liens, claims, encumbrances, and other interests.

13. Pursuant to section 363(f) of the Bankruptcy Code, upon the consummation of the transactions contemplated by the Purchase Agreement, the Premises (and good and marketable title to the Premises) and all of the Debtors' rights, title, and interest therein shall be transferred to the Purchaser free and clear of all liens with all such liens to attach to the net cash proceeds of the sale of the Premises in the order of their priority, with the same validity, force and effect which they now have as against the Premises, subject to any claims and defenses, setoffs, or rights of recoupment the Debtors may possess with respect thereto.

14. The transfer of the Premises to the Purchaser pursuant to the Purchase Agreement constitutes a legal, valid, and effective transfer of the Premises, and shall vest the Purchaser with all right, title, and interest of the Debtors in and to the Premises.

15. The fourteen (14) day stay contemplated by Bankruptcy Rule 6004(h) is hereby waived, and the Debtors and the Purchaser are authorized to implement immediately the relief granted by this Order.

16. The Debtors and the Purchaser are authorized and empowered to take all actions necessary to implement the relief granted by this Order.

17. This Court shall retain jurisdiction over any and all matters arising from the interpretation, implementation, or enforcement of this Order.

EXHIBIT 1
(Purchase Agreement)

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3. **NOTICES:** The Seller hereby appoints the Listing Brokerage as agent for the Seller for the purpose of giving and receiving notices pursuant to this Agreement. Where a Brokerage (Buyer's Brokerage) has entered into a representation agreement with the Buyer, the Buyer hereby appoints the Buyer's Brokerage as agent for the purpose of giving and receiving notices pursuant to this Agreement. **Where a Brokerage represents both the Seller and the Buyer (multiple representation), the Brokerage shall not be appointed or authorized to be agent for either the Buyer or the Seller for the purpose of giving and receiving notices.** Any notice relating hereto or provided for herein shall be in writing. In addition to any provision contained herein and in any Schedule hereto, this offer, any counter-offer, notice of acceptance thereof or any notice to be given or received pursuant to this Agreement or any Schedule hereto (any of them, "Document") shall be deemed given and received when delivered personally or hand delivered to the Address for Service provided in the Acknowledgement below, or where a facsimile number or email address is provided herein, when transmitted electronically to that facsimile number or email address, respectively, in which case, the signature(s) of the party (parties) shall be deemed to be original.

FAX No.: (For delivery of Documents to Seller) FAX No.: (For delivery of Documents to Buyer)
Email Address: (For delivery of Documents to Seller) Email Address: (For delivery of Documents to Buyer)

4. **CHATELS INCLUDED:**
All Chattels to be accepted in an "AS IS" condition on closing:
All pit related items, racking and shelving in parts room, shop compressor, network, security and cabling and IT Related Items, Office Furniture, Gate and Door Controllers (including keyless Fob system)

Unless otherwise stated in this Agreement or any Schedule hereto, Seller agrees to convey all fixtures and chattels included in the Purchase Price free from all liens, encumbrances or claims affecting the said fixtures and chattels.

5. **FIXTURES EXCLUDED:**
Overhead Crane in Shop Area (Kone Krane), Building and Pylon Signage

6. **RENTAL ITEMS (Including Lease, Lease to Own):** The following equipment is rented and **not** included in the Purchase Price. The Buyer agrees to assume the rental contract(s), if assumable:
N/A

The Buyer agrees to co-operate and execute such documentation as may be required to facilitate such assumption.

7. **HST: If the sale of the property (Real Property as described above) is subject to Harmonized Sales Tax (HST), then such tax shall be in addition to the Purchase Price.** The Seller will not collect HST if the Buyer provides to the Seller a warranty that the Buyer is registered under the Excise Tax Act ("ETA"), together with a copy of the Buyer's ETA registration, a warranty that the Buyer shall self-assess and remit the HST payable and file the prescribed form and shall indemnify the Seller in respect of any HST payable. The foregoing warranties shall not merge but shall survive the completion of the transaction. If the sale of the property is not subject to HST, Seller agrees to certify on or before closing, that the transaction is not subject to HST. Any HST on chattels, if applicable, is not included in the Purchase Price.

INITIALS OF BUYER(S):

ML

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- 8. TITLE SEARCH:** Buyer shall be allowed until 6:00 p.m. on the day of SEE SCHEDULE A 20..... (Requisition Date) to examine the title to the property at his own expense and until the earlier of: (i) thirty days from the later of the Requisition Date or the date on which the conditions in this Agreement are fulfilled or otherwise waived or; (ii) five days prior to completion, to satisfy himself that there are no outstanding work orders or deficiency notices affecting the property, that its present use {..... ZONE 11-211, TRUCKING} may be lawfully continued and that the principal building may be insured against risk of fire. Seller hereby consents to the municipality or other governmental agencies releasing to Buyer details of all outstanding work orders and deficiency notices affecting the property, and Seller agrees to execute and deliver such further authorizations in this regard as Buyer may reasonably require.
- 9. FUTURE USE:** Seller and Buyer agree that there is no representation or warranty of any kind that the future intended use of the property by Buyer is or will be lawful except as may be specifically provided for in this Agreement.
- 10. TITLE:** Provided that the title to the property is good and free from all registered restrictions, charges, liens, and encumbrances except as otherwise specifically provided in this Agreement and save and except for (a) any registered restrictions or covenants that run with the land providing that such are complied with; (b) any registered municipal agreements and registered agreements with publicly regulated utilities providing such have been complied with, or security has been posted to ensure compliance and completion, as evidenced by a letter from the relevant municipality or regulated utility; (c) any minor easements for the supply of domestic utility or telecommunication services to the property or adjacent properties; and (d) any easements for drainage, storm or sanitary sewers, public utility lines, telecommunication lines, cable television lines or other services which do not materially affect the use of the property. If within the specified times referred to in paragraph 8 any valid objection to title or to any outstanding work order or deficiency notice, or to the fact the said present use may not lawfully be continued, or that the principal building may not be insured against risk of fire is made in writing to Seller and which Seller is unable or unwilling to remove, remedy or satisfy or obtain insurance save and except against risk of fire (Title Insurance) in favour of the Buyer and any mortgagee, (with all related costs at the expense of the Seller), and which Buyer will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and all monies paid shall be returned without interest or deduction and Seller, Listing Brokerage and Co-operating Brokerage shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, Buyer shall be conclusively deemed to have accepted Seller's title to the property.
- 11. CLOSING ARRANGEMENTS:** Where each of the Seller and Buyer retain a lawyer to complete the Agreement of Purchase and Sale of the property, and where the transaction will be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. 1990, Chapter L4 and the Electronic Registration Act, S.O. 1991, Chapter 44, and any amendments thereto, the Seller and Buyer acknowledge and agree that the exchange of closing funds, non-registrable documents and other items (the "Requisite Deliveries") and the release thereof to the Seller and Buyer will (a) not occur at the same time as the registration of the transfer/deed (and any other documents intended to be registered in connection with the completion of this transaction) and (b) be subject to conditions whereby the lawyer(s) receiving any of the Requisite Deliveries will be required to hold same in trust and not release same except in accordance with the terms of a document registration agreement between the said lawyers. The Seller and Buyer irrevocably instruct the said lawyers to be bound by the document registration agreement which is recommended from time to time by the Law Society of Ontario. Unless otherwise agreed to by the lawyers, such exchange of Requisite Deliveries shall occur by the delivery of the Requisite Deliveries of each party to the office of the lawyer for the other party or such other location agreeable to both lawyers.
- 12. DOCUMENTS AND DISCHARGE:** Buyer shall not call for the production of any title deed, abstract, survey or other evidence of title to the property except such as are in the possession or control of Seller. If requested by Buyer, Seller will deliver any sketch or survey of the property within Seller's control to Buyer as soon as possible and prior to the Requisition Date. If a discharge of any Charge/Mortgage held by a corporation incorporated pursuant to the Trust And Loan Companies Act (Canada), Chartered Bank, Trust Company, Credit Union, Caisse Populaire or Insurance Company and which is not to be assumed by Buyer on completion, is not available in registrable form on completion, Buyer agrees to accept Seller's lawyer's personal undertaking to obtain, out of the closing funds, a discharge in registrable form and to register same, or cause same to be registered, on title within a reasonable period of time after completion, provided that on or before completion Seller shall provide to Buyer a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, and, where a real-time electronic cleared funds transfer system is not being used, a direction executed by Seller directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.
- 13. INSPECTION:** Buyer acknowledges having had the opportunity to inspect the property and understands that upon acceptance of this offer there shall be a binding agreement of purchase and sale between Buyer and Seller.
- 14. INSURANCE:** All buildings on the property and all other things being purchased shall be and remain until completion at the risk of Seller. Pending completion, Seller shall hold all insurance policies, if any, and the proceeds thereof in trust for the parties as their interests may appear and in the event of substantial damage, Buyer may either terminate this Agreement and have all monies paid returned without interest or deduction or else take the proceeds of any insurance and complete the purchase. No insurance shall be transferred on completion. If Seller is taking back a Charge/Mortgage, or Buyer is assuming a Charge/Mortgage, Buyer shall supply Seller with reasonable evidence of adequate insurance to protect Seller's or other mortgagee's interest on completion.

INITIALS OF BUYER(S):





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- 15. PLANNING ACT:** This Agreement shall be effective to create an interest in the property only if Seller complies with the subdivision control provisions of the Planning Act by completion and Seller covenants to proceed diligently at his expense to obtain any necessary consent by completion.
- 16. DOCUMENT PREPARATION:** The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registrable form at the expense of Seller, and any Charge/Mortgage to be given back by the Buyer to Seller at the expense of the Buyer. If requested by Buyer, Seller covenants that the Transfer/Deed to be delivered on completion shall contain the statements contemplated by Section 50(22) of the Planning Act, R.S.O. 1990.
- 17. RESIDENCY:** (a) Subject to (b) below, the Seller represents and warrants that the Seller is not and on completion will not be a non-resident under the non-residency provisions of the Income Tax Act which representation and warranty shall survive and not merge upon the completion of this transaction and the Seller shall deliver to the Buyer a statutory declaration that Seller is not then a non-resident of Canada;
(b) provided that if the Seller is a non-resident under the non-residency provisions of the Income Tax Act, the Buyer shall be credited towards the Purchase Price with the amount, if any, necessary for Buyer to pay to the Minister of National Revenue to satisfy Buyer's liability in respect of tax payable by Seller under the non-residency provisions of the Income Tax Act by reason of this sale. Buyer shall not claim such credit if Seller delivers on completion the prescribed certificate.
- 18. ADJUSTMENTS:** Any rents, mortgage interest, realty taxes including local improvement rates and unmetered public or private utility charges and unmetered cost of fuel, as applicable, shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to Buyer.
- 19. TIME LIMITS:** Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Seller and Buyer or by their respective lawyers who may be specifically authorized in that regard.
- 20. PROPERTY ASSESSMENT:** The Buyer and Seller hereby acknowledge that the Province of Ontario has implemented current value assessment and properties may be re-assessed on an annual basis. The Buyer and Seller agree that no claim will be made against the Buyer or Seller, or any Brokerage, Broker or Salesperson, for any changes in property tax as a result of a re-assessment of the property, save and except any property taxes that accrued prior to the completion of this transaction.
- 21. TENDER:** Any tender of documents or money hereunder may be made upon Seller or Buyer or their respective lawyers on the day set for completion. Money shall be tendered with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Large Value Transfer System.
- 22. FAMILY LAW ACT:** Seller warrants that spousal consent is not necessary to this transaction under the provisions of the Family Law Act, R.S.O. 1990 unless the spouse of the Seller has executed the consent hereinafter provided.
- 23. UFFI:** Seller represents and warrants to Buyer that during the time Seller has owned the property, Seller has not caused any building on the property to be insulated with insulation containing ureaformaldehyde, and that to the best of Seller's knowledge no building on the property contains or has ever contained insulation that contains ureaformaldehyde. This warranty shall survive and not merge on the completion of this transaction, and if the building is part of a multiple unit building, this warranty shall only apply to that part of the building which is the subject of this transaction.
- 24. LEGAL, ACCOUNTING AND ENVIRONMENTAL ADVICE:** The parties acknowledge that any information provided by the brokerage is not legal, tax or environmental advice, and that it has been recommended that the parties obtain independent professional advice prior to signing this document.
- 25. CONSUMER REPORTS:** The Buyer is hereby notified that a consumer report containing credit and/or personal information may be referred to in connection with this transaction.
- 26. AGREEMENT IN WRITING:** If there is conflict or discrepancy between any provision added to this Agreement (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Agreement including any Schedule attached hereto, shall constitute the entire Agreement between Buyer and Seller. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. For the purposes of this Agreement, Seller means vendor and Buyer means purchaser. This Agreement shall be read with all changes of gender or number required by the context.
- 27. TIME AND DATE:** Any reference to a time and date in this Agreement shall mean the time and date where the property is located.

INITIALS OF BUYER(S):

_____);

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28. SUCCESSORS AND ASSIGNS: The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein. SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:

(Witness) [Signature] (Buyer/Authorized Signing Officer) (Seal) (Date) JAN. 7, 2020

I, the Undersigned Seller, agree to the above offer. I hereby irrevocably instruct my lawyer to pay directly to the brokerage(s) with whom I have agreed to pay commission, the unpaid balance of the commission together with applicable Harmonized Sales Tax (and any other taxes as may hereafter be applicable), from the proceeds of the sale prior to any payment to the undersigned on completion, as advised by the brokerage(s) to my lawyer.

SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal: (Witness) [Signature] (Seller/Authorized Signing Officer) (Seal) (Date) 1/10/2020

SPOUSAL CONSENT: The undersigned spouse of the Seller hereby consents to the disposition evidenced herein pursuant to the provisions of the Family Law Act, R.S.O.1990, and hereby agrees to execute all necessary or incidental documents to give full force and effect to the sale evidenced herein.

(Witness) (Spouse) (Seal) (Date)

CONFIRMATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed and written was finally accepted by all [Signature] this [Date] day [Time] (a.m./p.m.) (Signature of Seller or Buyer)

INFORMATION ON BROKERAGE(S) Listing Brokerage [Tel.No.] Salesperson/Broker/Broker of Record Name Co-op/Buyer Brokerage [Tel.No.] Salesperson/Broker/Broker of Record Name

ACKNOWLEDGEMENT

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.

[Signature] 1/10/2020 (Date) (Seller) WYNDHAM STREET INVESTMENTS INC. (Date) (Buyer) Address for Service [Tel.No.] Buyer's Lawyer Address Email [Tel.No.] [Fax.No.]

FOR OFFICE USE ONLY COMMISSION TRUST AGREEMENT

To: Co-operating Brokerage shown on the foregoing Agreement of Purchase and Sale: In consideration for the Co-operating Brokerage procuring the foregoing Agreement of Purchase and Sale, I hereby declare that all moneys received or receivable by me in connection with the Transaction as contemplated in the MLS® Rules and Regulations of my Real Estate Board shall be receivable and held in trust. This agreement shall constitute a Commission Trust Agreement as defined in the MLS® Rules and shall be subject to and governed by the MLS® Rules pertaining to Commission Trust.

DATED as of the date and time of the acceptance of the foregoing Agreement of Purchase and Sale. Acknowledged by: [Authorized to bind the Listing Brokerage] [Authorized to bind the Co-operating Brokerage]

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Schedule A

Agreement of Purchase and Sale - Commercial

Form 500

for use in the Province of Ontario

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

BUYER: WYNDHAM STREET INVESTMENTS INC. _____, and

SELLER: CRLADON GROUP, INC. ON BEHALF OF WYNDHAM TRANSPORT LTD. _____

for the purchase and sale of 2616 CEDAR CREEK ROAD, AYR, ONTARIO, CANADA _____

dated the 7 day of January, 2020

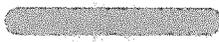
Buyer agrees to pay the balance as follows:

THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK. REFER TO SCHEDULE A, B AND C

This form must be initialed by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S):

MZ



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Schedule "A"

To Agreement of Purchase and Sale re: 2616 Cedar Creek Road, Ayr, Ontario, Canada
Between:

BUYER: WYNDHAM STREET INVESTMENTS INC.

SELLER: CELADON GROUP, INC. ON BEHALF OF HYNDMAN TRANSPORT LTD.

1. Legal Description:

The Legal Description of the subject Properties are:

PT LT 30 CON 11 NORTH DUMFRIES; PT RDAL BTN CON 10 & 11 NORTH DUMFRIES CLOSED BY 58G710; AS IN WS707023, EXCEPT PT 1, 5BEX470 TOWNSHIP OF NORTH DUMFRIES

2. Payment of Purchase Price:

The Buyer agrees to pay the balance of the purchase price, subject to adjustments, by wire transfer, to the Seller on the completion of this transaction.

3. Completion Date:

This Agreement shall be completed by no later than thirty (30) days from the date of execution of the Purchase Agreement.

4. Title Search:

The Requisition Date of this Agreement shall be no later than ten (10) days prior to the completion date.

5. Assignment:

The Buyer shall be entitled to direct the transfer of title of the Property to whomsoever it elects provided the Buyer is otherwise in compliance with; and shall at all times remain obligated to the terms and conditions of this Agreement.

6. Seller to Discharge Mortgage:

The Seller agrees to discharge at its own expense all mortgages and liens registered against the property.

7. Seller Deliveries and Authorities:

The Seller agrees to:

- (a) Supply to the Buyer within Five (5) days of Acceptance, all of the following documents for the Buyer's review, in each case to the extent in the possession or control of the Seller (collectively, the "Due Diligence Documents"):
1. a survey of the Property;
 2. all building plans, architectural plans and drawings, site plan and site plan concepts;
 3. copies of property tax bills and assessment notices in respect of the Property for the last two (2) years;
 4. copies of all utility and services bills in respect of the Property for the last two (2) years;
 5. financial statements showing all income and expenses in respect of the Property for the last two (2) years;
 6. all environmental, geotechnical, and similar studies and reports commissioned by the Vendor in respect of the Property;
 7. a list of all continuing litigation and potential litigation and outstanding receivables concerning the Property;
 8. a list of chattels to be included in the purchase price
- (b) Authorize all governmental and other authorities having jurisdiction over the real property, to release to the Buyer all information such authorities have on file respecting the Property.

Initials of Buyer:   

8. Due Diligence Period:

This Offer is conditional for five (5) business days from the date of execution of this Purchase Agreement (the "Due Diligence Period"), upon the Buyer, at its own expense, being satisfied in its sole and absolute and unfettered discretion, as to all aspects of the Property including, without limitation:

- a) Upon the Buyer conducting an inspection of the subject property

This condition is included for the benefit of the Buyer and may be waived at the Buyer's sole option by notice in writing to the Seller during the Due Diligence Period, failing which this Offer shall be null and void and the Buyer's deposit, together with any interest earned or accrued thereon, will be returned without deduction or set-off.

9. Access:

The Seller agrees to allow the Buyer, its agents and employees, access to the property for the purposes of physical inspections and to carry out prudent tests during the Due Diligence Period given reasonable notice by the Buyer. Should the Buyer hire agents, the cost and responsibility of such work shall be for the account of the Buyer. The Buyer covenants and agrees to restore the property forthwith after inspection to its pre-existing physical condition prior to the time of the first such inspection. The Buyer agrees to treat the results of such inspections in a strictly confidential manner and not to disclose the results to a third party except where required by law.

10. Seller's Deliveries on Closing:

On closing the Seller shall deliver the following to the Buyer:

- (a) Any original contracts or agreements if any which the Buyer shall have elected to assume in accordance with the terms of this Agreement;
- (b) An assignment of any outstanding guarantees, warranties, indemnities, permits, certificates and licenses related to the property and the building thereon, to the extent that such documents are assignable;
- (c) All existing duplicate master keys to all locks and locking devices on the property or in the building;
- (d) An undertaking to pay all utilities to the date of closing to pay all taxes to the date of closing and to ready any item on the statement of adjustments if necessary, after closing;
- (e) Provide transfer of the property in registrable form in favour of the buyer or as the buyer directs;
- (f) An undertaking by seller to adjust any errors or omissions in the statement of adjustments.

11. Realty Tax Refunds:

All right, title and benefit to any realty tax appeals and reassessments and any rebates, refunds or reassessment of realty taxes for the Lands in respect of periods preceding the Closing Date (collectively, the "Realty Tax Refunds") shall remain the property of the Seller. The Buyer agrees to pay to the Seller, promptly after the completion of any successful assessment appeal, the net proceeds of any rebate, refund or reassessment of realty taxes for the Lands received by the Buyer in respect of any period prior to the Closing Date. For greater certainty, the obligations under this Section shall survive Closing.

12. Property Management prior to Completion:

The Seller further covenants and agrees as follows:

- a) To maintain, manage and operate the real property from the date of acceptance of this Offer to closing in the matter equivalent to the Seller's prior management;
- b) That after acceptance hereof, the Seller will not enter into any new lease agreement(s) with any tenant(s) without first obtaining the written consent of the Buyer.

13. Statement of Adjustments:

Seller to deliver statement of adjustments 7 days prior to closing.

Initials of Buyer:   

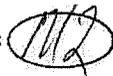
14. Agency

It is hereby acknowledged that CBRE Limited Inc. is acting on behalf of the Purchaser and all applicable real estate fees shall be payable by the Vendor at a commission of one percent (1%) of the purchase price. The real estate fees shall be payable upon successful closing.

15. Confidentiality

The parties agree that this Letter and the transaction of the purchase and sale referred to herein, and any information provided by either party to the other with respect to this transaction or the Property, shall be kept strictly confidential and no public announcements will be made in respect thereof, provided that the parties may give such information on a confidential basis to their advisors, creditors, consultants or assignee(s) and as may be required by applicable laws. Notwithstanding the foregoing, this Paragraph 15 (Confidentiality) shall not apply to disclosures required in the bankruptcy cases of Vendor and its affiliates.

Initials of Buyer:

Schedule "B"

To Agreement of Purchase and Sale re: 2616 Cedar Creek Road, Ayr, Ontario, Canada

Between:

BUYER: WYNDHAM STREET INVESTMENTS INC.

SELLER: CELADON GROUP, INC. ON BEHALF OF HYNDMAN TRANSPORT LTD.



Initials of Buyer:

MS



Schedule "C"To Agreement of Purchase and Sale re: 2616 Cedar Creek Road, Ayr, Ontario, Canada

Between:

BUYER: WYNDHAM STREET INVESTMENTS INC.SELLER: CELADON GROUP, INC. ON BEHALF OF HYNDMAN TRANSPORT LTD.Acknowledgement re "As is" Condition

The Buyer acknowledges and agrees, subject to and except as otherwise expressly provided for in this Agreement, that:

- (a) The property is being purchased and assumed by the Buyer on an "as is, where is" basis as of the Completion Date, in the condition or state as it exists as of the Completion Date, and without any express or implied agreement, representation or warranty of any kind whatsoever as to, without limitation, (i) the structural integrity or any other aspect of the physical condition of the property or the buildings and/or improvements located thereon, (ii) the conformity of the buildings and/or improvements to any plans or specifications for the property (including, but not limited to, any plans and specifications that may have been or which may be provided to the Buyer), (iii) the conformity of the property to past, current or future applicable zoning or building code requirements or other applicable laws, (iv) the existence of soil instability, past soil repairs, soil additions or conditions of soil fill or any other matter affecting the stability or integrity of the lands, or the buildings/improvements situated on or as part of the property, (v) the sufficiency of any drainage, (vi) whether the property is located wholly or partially in a flood plain or a flood hazard boundary or similar area, (vii) the existence or non-existence of underground storage tanks, (viii) the availability of public utilities and services for the property, (ix) the fitness or suitability of the property for occupancy or any intended use (including matters relating to health and safety), (x) the potential for further development of the property, (xi) the existence of land use, zoning or building entitlements affecting the property, (xii) the financial condition of any present or prospective tenant of the property or any contractor or whether any encumbrances are assignable, (xiii) the environmental condition of the property and/or any buildings and/or improvements located thereon, including the condition of the soil or groundwater, both surface and subsurface, the existence of any sub-surface installations or the existence of any hazardous substance in, on, under or in the vicinity of the property, or (xiv) the accuracy, currency or completeness of any information or documentation supplied or to be supplied in connection with the property and other assets being sold pursuant to this Agreement.
- (b) In entering into this Agreement, the Buyer has relied and will continue to rely entirely and solely upon its own inspections and investigations with respect to the property, including without limitation, the physical and environmental condition of the property and the review of the documentation made available to the Buyer, the Buyer is not relying on any information or material furnished by the Seller or any other person or entities on behalf of or at the direction of the Seller in connection therewith, and the Buyer hereby unconditionally and irrevocably waives any and all actual or potential rights the Buyer might have against the Seller pursuant to any warranty, express or implied, of any kind or type, of this Agreement relating to the property. Such waiver is absolute, unlimited and includes, but is not limited to, waiver of express warranties, implied warranties, any warranties contained in or created by any statute, warranties of fitness for a particular use, warranties of merchantability, warranties of occupancy, strict liability and claims of every kind and type, including, but not limited to, claims regarding defects, whether or not discoverable, product liability claims, or similar claims, and to all other extent or later created or conceived of strict liability or strict liability type claims and rights;
- (c) The Seller shall not be responsible or liable for any misrepresentation, lack of disclosure or incorrect or incomplete disclosure of any nature whatsoever on the part of the Seller or any real estate broker or sales agent, or any other purported or acknowledged agent, representative, contractor, consultant or employee of the Seller of any third party.
- (d) The Seller shall have no obligations or responsibility to the Buyer after the Completion Date with respect to the property or any buildings and/or improvements located thereon or the condition, suitability, or marketability thereof or with respect any other matter relating to same.

Initials of Buyer:

- (e) The Buyer agrees to release and discharge the Seller and its successors and assigns, or any of them, from every claim of any kind that the Buyer may make, suffer, sustain or incur in regard to any hazardous substance relating to the property and/or the buildings and/or improvements located therein. The Buyer further agrees that the Buyer will not, directly or indirectly, attempt to compel the Seller to clean up or remove or pay for the clean up or removal of any hazardous substance, remediate any condition or matter in, on, under or in the vicinity of the property, or seek an abatement in the Purchase Price or damages in connection with any hazardous substance.
- (f) This Section shall not merge on, but shall survive, the Completion Date.

Inspection

The Buyer shall be entitled to conduct reasonable investigations, tests and inspections in respect of the property during normal business hours, upon reasonable notice to the Seller, and subject to the rights of or restrictions in favour of any existing tenants in accordance with their respective leases (if applicable). Without limiting the foregoing, the Buyer may enter upon the property at its own risk and expense, upon obtaining the prior approval of the Seller, and in the presence of a representative of the Seller; for such purpose the Seller shall make an employee of the Seller available to the Buyer at all reasonable times on reasonable prior notice. All inspections, investigations and testing carried out by the Buyer or its representative shall be carried out as expeditiously as possible at the Buyer's sole cost, expense and risk and in accordance with the inspection rights and notice provisions contained in the respective leases for any of the tenants of the property and so as to cause the minimum amount of interference and disruption to such tenants, their employees, suppliers and customers. Any damage caused to the property as a result of the Buyer's entry upon the property, or any part thereof, or any activities carried out by the Buyer Purchaser or its representatives in respect of the property, or any part thereof, shall be promptly repaired by the Buyer to the Seller's reasonable satisfaction. The Buyer agrees to indemnify and save harmless the Seller from all actions, costs, liabilities and damages resulting from the Buyer's entry and the activities carried out by the Buyer or its representatives relating to its inspection of the property and in that regard the Seller may resort to all or part of the deposit to off-set the cost of any such damages or losses for which the Buyer is responsible.

Escrow Closing and Registrations

The Buyer and Seller covenant and agree to cause their respective solicitors to enter into a document registration agreement (the "DRA") to govern the electronic submission of the Transfer/Deed for the Property and to the applicable Land Registry Office. The DRA shall out-line or establish the procedures and timing for completing all registrations electronically and provide for all closing documents and closing funds to be held in escrow pending the submission of the Transfer/Deed to the Land Registry Office and their acceptance by virtue of each registration document being assigned a registration number. The DRA shall also provide that if there is a problem with the Teraview electronic registration system which does not allow the parties to electronically register all registration documents on the Completion Date, the Completion Date shall be deemed to be extended until the next day when the said system is accessible and operating for the Land Registry Office applicable to the Property.

Taxes and Fees

The Buyer shall be responsible for all registration fees and land transfer taxes and sales taxes payable in connection with this transaction. Each party shall pay its own legal fees with respect to this transaction.

Initials of Buyer:

Tender

Any tender of documents under this Agreement shall be made upon the parties or their respective counsel and shall be delivered by electronic mail, facsimile and/or courier. Any tender of money shall be made by wire transfer, certified cheque or bank draft of immediately available funds from a financial institution listed in Schedule I of the Bank Act (Canada) to the tendering party's counsel subject to the terms and provisions of the DRA.

It is expressly understood and agreed by the parties hereto that an effective tender shall be deemed to have been validly made by either party (in this Section called the "Tendering Party") upon the other party (in this Section called the "Receiving Party") when the solicitor for the Tendering Party has:

- delivered all applicable documents and funds to the Receiving Party's solicitor in accordance with the provisions of the DRA;
- advised the solicitor for the Receiving Party, in writing, that the Tendering Party is ready, willing and able to complete the Transaction in accordance with the terms and provisions of this Agreement; and
- completed all steps required by the electronic registration system to complete this Transaction that can be performed or undertaken by the Tendering Party's solicitor without the cooperation or participation of the Receiving Party's solicitor, and specifically when the Tendering Party's solicitor has electronically "signed" the transfer/deed for completeness and granted "access" to the Receiving Party's solicitor (but without the Tendering Party's solicitor releasing them for registration by the Receiving Party's solicitor),

without the necessity of personally attending upon the Receiving Party or the Receiving Party's solicitor with the documents, keys and/or funds, and without any requirement to have an independent witness evidencing the foregoing.

Fiduciary Obligations: Alternative Transaction

Buyer acknowledges that on December 8, 2019, Seller, together with certain of its affiliates and subsidiaries, commenced voluntary proceedings under chapter 11 of title 11 of the United States Code by filing petitions for relief in the United States Bankruptcy Court for the District of Delaware ("Bankruptcy Court").

Nothing in this Agreement, or any document related to the transactions contemplated hereby, will require any Seller or any of their respective directors, officers or members, in each case, in their capacity as such, to take any action, or to refrain from taking any action, to the extent inconsistent with their fiduciary obligations ("Fiduciary Obligations"). For the avoidance of doubt, the Seller retains the right to pursue any transaction or restructuring strategy that, in the Seller's business judgment, will maximize the value of their estates. Buyer acknowledges and agrees that notice of this Agreement shall be provided to all interested parties, and such parties shall be afforded the opportunity to propose an alternative transaction to acquire the property ("Alternative Transaction"). Seller may accept such Alternative Transaction in the exercise of its Fiduciary Obligations.

Notwithstanding anything contained herein to the contrary, Seller may terminate this Agreement, with no penalty or liability (except as provided in the following sentence), (a) if Seller determines that proceeding with this Agreement will violate its Fiduciary Obligations, (b) if Seller, in the exercise of its Fiduciary Obligations, decides to proceed with an Alternative Transaction, or (c) the Bankruptcy Court does not approve the sale of the property. Upon the consummation of any Alternative Transaction following any such termination, Buyer shall be deemed to have earned a Break-Up Fee (defined below), which shall be paid in cash, by wire transfer of immediately available funds to an account designated by Buyer, out of the proceeds of such Alternative Transaction, without further order of the Bankruptcy Court, contemporaneously with the consummation of such Alternative Transaction. "Break-Up Fee" shall be an amount equal to \$360,000 (CAD\$).

Initials of Buyer:

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

-----X
 In re: : Chapter 11
 :
 CELADON GROUP, INC., *et al.*,¹ : Case No. 19-12606 (KBO)
 :
 Debtors. : (Jointly Administered)
 :
 -----X Related D.I.: 266, 273

OMNIBUS MOTION OF THE DEBTORS FOR ENTRY OF AN ORDER SHORTENING NOTICE AND OBJECTION PERIODS IN CONNECTION WITH THE (A) YORK PRIVATE SALE MOTION AND (B) CEDAR CREEK PRIVATE SALE MOTION

Celadon Group, Inc. and its affiliated debtors (collectively, the “Debtors”) in the above-captioned chapter 11 cases, by and through their undersigned counsel, hereby file this omnibus motion (the “Omnibus Motion to Shorten”) to shorten the notice and objection periods in connection with the (a) *Motion of the Debtors for Entry of an Order (I) Authorizing the Private Sale of Certain Nonresidential Real Property Located in York, Pennsylvania Free and Clear of All Liens, Claims, Encumbrances and Other Interests, (II) Authorizing the Seller to Assume and Assign Certain Executory Contracts, and (III) Granting Other Related Relief* [D.I. 266] (the “York Motion”) and (b) *Motion of the Debtors for Entry of an Order (I) Approving the Private Sale of Certain Nonresidential Real Property Located in Ayr, Ontario, Canada Free and Clear of All*

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: Celadon Group, Inc. (1050); A R Management Services, Inc. (3604); Bee Line, Inc. (5403); Celadon Canadian Holdings, Limited (2539); Celadon E-Commerce, Inc. (2711); Celadon International Corporation (5246); Celadon Logistics Services, Inc. (0834); Celadon Mexicana, S.A. de C.V. (6NL7); Celadon Realty, LLC (2559); Celadon Trucking Services, Inc. (6138); Distribution, Inc. (0488); Eagle Logistics Services Inc. (7667); Hyndman Transport Limited (3249); Jaguar Logistics, S.A. de C.V. (66D1); Leasing Servicios, S.A. de C.V. (9MUA); Osborn Transportation, Inc. (7467); Quality Companies LLC (4073); Quality Equipment Leasing, LLC (2403); Quality Insurance LLC (7248); Servicios Corporativos Jaguar, S.C. (78CA); Servicios de Transportación Jaguar, S.A. de C.V. (5R68); Stinger Logistics, Inc. (3860); Strategic Leasing, Inc. (7534); Taylor Express, Inc. (9779); Transportation Insurance Services Risk Retention Group, Inc. (7197); Vorbas, LLC (8936). The corporate headquarters and the mailing address for the Debtors listed above is 9503 East 33rd Street, One Celadon Drive, Indianapolis, IN 46235.



Liens, Claims, Encumbrances, and Other Interests and (II) Granting Other Related Relief [D.I. 273] (the “Cedar Creek Motion”, and, together with the York Motion, the “Private Sale Motions”),² filed contemporaneously herewith. In support of this Omnibus Motion to Shorten, the Debtors respectfully state as follows:

JURISDICTION AND VENUE

1. The United States Bankruptcy Court for the District of Delaware (this “Court”) has jurisdiction over these chapter 11 cases, the Debtors, property of the Debtors’ estates and this matter under 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference from the United States District Court for the District of Delaware*, dated February 29, 2012. This is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2).

2. Pursuant to Rule 9013-1(f) of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the “Local Rules”), the Debtors consent to the entry of a final judgment or order with respect to the Motion if it is determined that this Court, absent consent of the parties, cannot enter final orders or judgments consistent with Article III of the United States Constitution.

3. Venue of these chapter 11 cases in this district is proper under 28 U.S.C. §§ 1408 and 1409.

4. The bases for the relief requested by this Omnibus Motion to Shorten are Rules 2002 and 9006 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) and Local Rules 2002-1(b); 9006-1(c), and 9006-1(e).

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Private Sale Motions.

BACKGROUND

5. Celadon Group, Inc. and its affiliated debtors are one of the largest North American truckload freight transportation carriers, providing point-to-point shipping, and specifically, long haul, regional, local, dedicated, intermodal, temperature-protect, and expedited freight services across the United States, Canada and Mexico. Amid industry-wide headwinds, including falling freight rates, the Debtors began to experience liquidity constraints and worked with their key stakeholders to identify a solution that would maximize enterprise value for the benefit of all stakeholders.

6. On December 8, 2019 (the "Petition Date"), each Debtor filed with this Court a voluntary petition for relief under chapter 11 of the Bankruptcy Code.

7. The Debtors continue to be in possession of their assets and manage their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. As of the date hereof, no trustee or examiner has been appointed in the Debtors' chapter 11 cases. On December 18, 2019, the United States Trustee for the District of Delaware (the "U.S. Trustee") appointed an official committee of unsecured creditors [D.I. 111] (the "Committee"). The U.S. Trustee has set January 22, 2020 at 2:30 p.m. (ET) for the meeting of creditors under section 341 of the Bankruptcy Code.

8. Additional factual background regarding the Debtors, including their business operations, capital and debt structures, and the events leading to the filing of these chapter 11 cases, is set forth in detail in the *Declaration of Kathryn Wouters in Support of Chapter 11 Filings and First Day Pleadings* [D.I. 3] (the "First Day Declaration"), filed with this Court on the Petition Date, which is fully incorporated into this Motion by reference.

RELIEF REQUESTED

9. The Debtors respectfully request that this Court enter an order, substantially in the form attached hereto as **Exhibit A**: (a) shortening the notice and objection periods in connection with the Private Sale Motions, pursuant to Bankruptcy Rules 2002 and 9006 and Local Rules 2002-1(b), 9006-1(c), and 9006-1(e); (b) setting the hearing on the relief sought by the Private Sale Motions for the omnibus hearing schedule for **January 30, 2020 at 2:30 p.m. (ET)**; (c) requiring that any objections to the relief sought by the Private Sale Motions must be filed on or prior to **January 28, 2020 at 4:00 p.m. (ET)**; and (d) granting such other and further relief as the Court may deem just and proper.

BASIS FOR RELIEF

10. Local Rule 9006-1(c) requires that all motion papers be filed and served at least fourteen (14) days prior to a hearing date scheduled for such motion, unless the Bankruptcy Rules state otherwise. *See* Del. Bankr. L.R. 9006-1(c). Bankruptcy Rule 2002(a) provides that debtors in possession must provide twenty-one (21) days' notice of any proposed use, sale, or lease of property other than in the ordinary course to the Office of the United States Trustee and all creditors, unless the Court shortens the time or directs another method of giving notice. *See* Fed. R. Bankr. Proc. 2002(a)(1).

11. Further, Local Rule 9006-1(e) permits scheduling on shortened notice on written motion specifying the exigencies justifying such request. *See* Del. Bankr. L.R. 9006-1(e). Should the Court grant this Motion to Shorten, the Debtors request that the Court consider the Motion at the omnibus hearing on **January 30, 2020 at 2:30 p.m. (ET)**.

12. Here, there is ample cause to grant this Omnibus Motion to Shorten. As discussed in the Private Sale Motions, the Debtors are seeking approval of several private sale transactions,

each of which will provide significant value to the Debtors' estates. Absent authority to hear the Private Sale Motions on shortened notice, the Debtors risk not consummated each of the transactions underlying the Private Sale Motions, which may diminish the value of the Debtors' assets. This result would have a detrimental effect on the recoveries for the Debtors' creditors, negatively affecting all parties in interest. Accordingly, the Debtors request that the relief requested by the Private Sale Motions be heard on an immediate and expedited basis as to prevent the diminution of value of the Debtors' assets.

13. Local Rule 9006-1(c) requires that the objection deadline with respect to motions be scheduled to permit all objections to be filed and served at least seven (7) days before the hearing date. However, the Debtors request that the Court require that any objections to the relief sought by the Private Sale Motions must be filed on or prior to **January 28, 2020 at 4:00 p.m. (ET)**.

14. Pursuant to Local Rule 9006-1(e), this Court may rule on this Omnibus Motion to Shorten without the need for a hearing, and accordingly, the Debtors request that this Omnibus Motion to Shorten be granted without further hearing.

15. The Debtors inquired about this Omnibus Motion to Shorten to (i) the Office of the United States Trustee for the District of Delaware, which has not responded; (ii) counsel to the Official Committee of Unsecured Creditors, which has not responded; (iii) counsel to the DIP Agent, which assents to this Omnibus Motion to Shorten; and (iv) counsel to MidCap Funding IV Trust, which has not responded. However, given that the Debtors did not inquire about this Omnibus Motion to Shorten until late in the evening, the Debtors have not yet received responses. Accordingly, the Debtors will file a brief supplement to this Omnibus Motion to Shorten once the Debtors receive such responses.

NOTICE

16. Notice of this Motion to Shorten, as well as the underlying Private Sale Motions, will be provided to: (i) the Office of the United States Trustee for the District of Delaware; (ii) the United States Attorney for the District of Delaware; (iii) applicable Taxing Authorities; (iv) counsel to the Committee; (v) the Securities and Exchange Commission; (vi) the York Property Purchaser; (vii) the York Property Tenant; (viii) the counterparties to the Service Contracts on the York Property; (ix) Jones Lang Lasalle (the Broker under the Private Sale Motions); (x) Schulte Roth & Zabel LLP and Landis Rath & Cobb LLP, co-counsel to Blue Torch Finance, LLC; (xi) King & Spalding LLP, counsel to Luminus Energy Partners Master Fund, Ltd.; (xii) Goldberg Kohn Ltd. and Morris, Nichols, Arsht & Tunnell LLP, co-counsel to MidCap Funding IV Trust; (xiii) any party that has requested notice pursuant to Bankruptcy Rule 2002; and (xiv) any other party entitled to notice of this Motion. The Debtors respectfully submit that no other or further notice of this Motion is required. The Debtors respectfully submit that no further or other notice of this Motion is required.

[Remainder of Page Intentionally Left Blank]

WHEREFORE, the Debtors respectfully request that the Court enter an order, substantially in the form attached hereto as **Exhibit A**, granting the relief requested in this Omnibus Motion to Shorten, and grant such other and further relief as this Court may deem just and proper.

Dated: January 13, 2020
Wilmington, Delaware

Respectfully submitted,

DLA PIPER LLP (US)

/s/ Stuart M. Brown

Stuart M. Brown (DE 4050)
Matthew S. Sarna (DE 6578)
1201 North Market Street, Suite 2100
Wilmington, Delaware 19801
Telephone: (302) 468-5700
Facsimile: (302) 394-2341
Email: stuart.brown@us.dlapiper.com
matthew.sarna@us.dlapiper.com

-and-

Richard A. Chesley (admitted *pro hac vice*)
Jamila Justine Willis (admitted *pro hac vice*)
1251 Avenue of the Americas
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Facsimile: (212) 335-4501
Email: richard.chesley@us.dlapiper.com
jamila.willis@us.dlapiper.com

Counsel to the Debtors

EXHIBIT A
(Proposed Order)

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

-----X
 :
 In re: : Chapter 11
 :
 CELADON GROUP, INC., *et al.*,¹ : Case No. 19-12606 (KBO)
 :
 Debtors. : (Jointly Administered)
 :
 -----X Related D.I.: 266, 273, ____

**ORDER SHORTENING NOTICE AND OBJECTION PERIODS IN CONNECTION
WITH THE (A) YORK PRIVATE SALE MOTION
AND (B) CEDAR CREEK PRIVATE SALE MOTION**

This matter coming before the Court upon the Omnibus Motion of the Debtors for Entry of an Order Shortening Notice and Objection Periods in Connection with the (A) York Private Sale Motion and (B) Cedar Creek Private Sale Motion (the “Omnibus Motion to Shorten”), filed by Celadon Group, Inc. and its affiliated Debtors (collectively, the “Debtors”) for entry of an order (this “Order”) shortening the notice and objection periods in connection with the (a) *Motion of the Debtors for Entry of an Order (I) Authorizing the Private Sale of Certain Nonresidential Real Property Located in York, Pennsylvania Free and Clear of All Liens, Claims, Encumbrances and Other Interests, (II) Authorizing the Seller to Assume and Assign Certain Executory Contracts, and (III) Granting Other Related Relief* [D.I. 266] (the “York Motion”) and (b) *Motion of the*

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: Celadon Group, Inc. (1050); A R Management Services, Inc. (3604); Bee Line, Inc. (5403); Celadon Canadian Holdings, Limited (2539); Celadon E-Commerce, Inc. (2711); Celadon International Corporation (5246); Celadon Logistics Services, Inc. (0834); Celadon Mexicana, S.A. de C.V. (6NL7); Celadon Realty, LLC (2559); Celadon Trucking Services, Inc. (6138); Distribution, Inc. (0488); Eagle Logistics Services Inc. (7667); Hyndman Transport Limited (3249); Jaguar Logistics, S.A. de C.V. (66D1); Leasing Servicios, S.A. de C.V. (9MUA); Osborn Transportation, Inc. (7467); Quality Companies LLC (4073); Quality Equipment Leasing, LLC (2403); Quality Insurance LLC (7248); Servicios Corporativos Jaguar, S.C. (78CA); Servicios de Transportación Jaguar, S.A. de C.V. (5R68); Stinger Logistics, Inc. (3860); Strategic Leasing, Inc. (7534); Taylor Express, Inc. (9779); Transportation Insurance Services Risk Retention Group, Inc. (7197); Vorbas, LLC (8936). The corporate headquarters and the mailing address for the Debtors listed above is 9503 East 33rd Street, One Celadon Drive, Indianapolis, IN 46235.

Debtors for Entry of an Order (I) Approving the Private Sale of Certain Nonresidential Real Property Located in Ayr, Ontario, Canada Free and Clear of All Liens, Claims, Encumbrances, and Other Interests and (II) Granting Other Related Relief [D.I. 273] (the “Cedar Creek Motion”, and, together with the York Motion, the “Private Sale Motions”) (the “Omnibus Motion to Shorten”),² and upon consideration of the First Day Declaration, the Private Sale Motions, and the record of these chapter 11 cases; and this Court having found that (i) this Court has jurisdiction over the Debtors, their estates, property of their estates and to consider the Omnibus Motion to Shorten and the relief requested therein under 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference from the United States District Court for the District of Delaware*, dated February 29, 2012, (ii) this Court may enter a final order consistent with Article III of the United States Constitution, (iii) this is a core proceeding under 28 U.S.C § 157(b)(2)(A), (iv) venue of this Omnibus Motion to Shorten in this district is proper under 28 U.S.C. §§ 1408 and 1409, and (v) no further or other notice of the Omnibus Motion to Shorten is required under the circumstances; and this Court having reviewed the Omnibus Motion to Shorten; and having heard the statements in support of the relief requested in the Omnibus Motion to Shorten at a hearing before this Court, if any; and having determined that the legal and factual bases set forth in the Omnibus Motion to Shorten and the First Day Declaration establish just cause for the relief granted in this Order; and this Court having found and determined that the relief sought in the Omnibus Motion to Shorten is in the best interests of the Debtors’ estates, their creditors and other parties in interest; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Omnibus Motion to Shorten is GRANTED, as set forth in this Order.

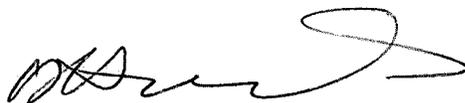
² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Private Sale Motions.

2. The hearing to consider the relief requested by the Private Sale Motions shall be held on **January 30, 2020 at 2:30 p.m. (ET)**.

3. Any objections or responses to the relief requested by the Private Sale Motions must be filed on or prior to **January 28, 2020 at 4:00 p.m. (ET)**.

4. Within one (1) business day after the entry of this Order, the Debtors shall serve notice of the Private Sale Motions on the parties stated and in the manner described in the Omnibus Motion to Shorten.

This is **Exhibit "M"**
referred to in the Affidavit of Jeff Sippel
sworn before me this 16th day of January, 2020.



A COMMISSIONER FOR TAKING AFFIDAVITS, ETC.

KOSKIE MINSKY

JUSTICE MATTERS

January 14, 2020

Via E-Mail & Facsimile

Andrew J. Hatnay
Direct Dial: 416-595-2083
Direct Fax: 416-204-2872
ahatnay@kmlaw.ca

Commercial List Office
Superior Court of Justice
330 University Avenue, 7th Floor
Toronto, ON M5G 1R7

Attention: The Honourable Justice Glenn Hainey

Dear Mr. Justice Hainey:

**Re: Hyndman Transport Inc. - Receivership Application (new matter)
Request for 9:30 a.m. Appointment (Urgent)
Our File No.: 192193**

We write to request a 9:30 am appointment on an urgent basis tomorrow, January 15, 2019, to schedule a receivership application and a motion for a representation order for employees in a new matter.

Counsel to (Hyndman Transport in Canada (Mr. Lamek) is copied. The proposed receiver is Mr. Kofman of KSV Kofman Inc., also copied. Mr. Shea (also copied) acts for the sole Canadian director. We have informed them we would be requesting an urgent 9:30 am appointment.

To summarize the situation and the urgency:

- On or about December 9, 2019, Hyndman Transport in Canada ceased operations and terminated all of its 400 Canadian employees en masse without paying severance pay and other amounts, which rank or may rank in priority to secured creditors, including under the *Wage Earner Protection Program Act* (“WEPP”). See attached media article.
- The Canadian employees are owed over \$2 million and have received nothing from Hyndman nor WEPP;
- We have been retained by 211 Canadian employees;
- Hyndman's parent company in the United States, Celadon Group Inc., obtained Chapter 11 protection on or about December 10, 2019;
- The parent company has been aggressively liquidating the Canadian Hyndman Transport assets;

**KOSKIE
MINSKY**

Page 2

JUSTICE MATTERS

- There is no bankruptcy or receivership proceeding in Canada, preventing the employees from applying for government WEPP payments for their unpaid severance pay;
- We wrote to Mr. Lamek on January 5, 2019 demanding payment of the severance pay and other amounts and for the company to commence a proceeding in Canada. The company has not complied;
- There are three main real estate assets in Canada which have value;
- We learned today (January 14, 2020) that the U.S. parent company is moving for approval before the U.S. Bankruptcy Court on January 30, 2020 to sell the Canadian real estate, the proceeds of which will then be applied to pay creditors of the U.S. estate. See attached media report. This is reflected in U.S. court filings; and,
- We wish to apply for the appointment of a receiver over the Canadian assets to primarily: a) secure the Canadian assets so that appropriate distributions can be made through a court-supervised process; and b) provide representation for all the employees and enable them to apply for WEPP. In addition, the receivership will provide a proceeding in Canada for Canadian creditors and stakeholders so that they are not required to participate in the parent company's U.S. Chapter 11 proceedings.

Thank you for your consideration of this matter.

Yours truly,

KOSKIE MINSKY LLP



Andrew J. Hatnay
AJH:vdl/attachments

- c
- Clients (via email)
 - Edmond Lamek, *DLA Piper (Canada) LLP* (via email)
 - Bobby Kofman, *KSV Kofman Inc.* (via email)
 - Patrick Shea, *Gowling WLG* (via email)
 - Demetrios Yiokaris, *Koskie Minsky LLP* (via email)

Commercial List File Number:	YR/CL
Civil File Number:	YR/CV

Date: January 14, 2020

SUPERIOR COURT OF JUSTICE – COMMERCIAL LIST
9:30 A.M. HEARING REQUEST FORM

A	PLEASE NOTE: The 9:30 hearing procedure is only for "ex parte, urgent, scheduling and consent matters which take no longer than 10 minutes" (Practice Direction, (2002), 57 O.R. (3 rd) 97; paragraph 25). This restriction will be enforced. This matter is (tick one or more); <input type="checkbox"/> ex parte <input checked="" type="checkbox"/> urgent <input type="checkbox"/> scheduling <input type="checkbox"/> consent <input type="checkbox"/> other (explain)
B	Short Title of Proceeding: <p align="center">Hyndman Transport Inc. (new matter)</p>
C	Date(s) Requested: <p align="center">January 15, 2020</p>
D	The following is a brief description of the matter to be considered at the 9:30 appointment: <p align="center">Scheduling a receivership application and motion for a representation order for employees.</p>
E	The following materials will be necessary for the matter to be considered. (it is the responsibility of counsel to confirm that the proper materials are available for the Court.) <p align="center">Please see attached letter to Justice Hainey.</p>
F	Is any Judge seized of these matters or any judicial conflicts? <input checked="" type="checkbox"/> No <input type="checkbox"/> The Honourable Justice

COUNSEL FOR APPLICANT/MOVING PARTY		COUNSEL FOR OTHER PARTY	
Party	Jeff Sippel and other employees	Party	Hyndman Transport Inc.
Counsel	Andrew J. Hatnay Koskie Minsky LLP <i>AJH</i>	Counsel	Edmond Lamek DLA Piper (Canada)LLP <i>Ed / pm EL</i>
Address	20 Queen St. West, Suite 900 Toronto, ON M5H 3R3	Address	Suite 6000, 1 First Canadian Place PO Box 367, 100 King St W Toronto, ON M5X 1E2
Phone	416-595-2083	Phone	416 365 3444
Fax	416-204-2872	Fax	416 369 7944
E-Mail	ahatnay@kmlaw.ca	E-Mail	edmond.lamek@dlapiper.com

(IF MORE THAN 2 PARTIES INVOLVED, ADD ADDITIONAL SIGNATURES AND PARTICULARS ON REVERSE OR SEPARATE PAGE)

To be submitted to: Commercial List Office, 330 University Avenue, 7th Floor, Toronto Ontario Fax to: (416) 327-6228
You may also convert to PDF and email to Toronto.Commerciallist@jus.gov.on.ca

Endorsement/Disposition See attached Yellow Endorsement Form.

|| **.LAXSEA** 2.190 ▼ -0.057 -2.5% **DATVF.VEU** 1.712 ▼ -0.003 -0.2% **DATVF.VNU** 1.494 ▼ -0.043 -2.8%

Canada International News Trucking

Celadon moves quickly to sell Hyndman Transport headquarters in Canada

U.S. federal judge clears Celadon Group to proceed with sale of Ontario facility to Wyndham Street Investments for C\$12 million in a deal that could make it harder for Canadian former employees to secure financial claims.

Nate Tabak, Canada Correspondent • Tuesday, January 14, 2020 0 557

📖 1 minute read



Listen to this article

2:16

Celadon Group plans to sell Hyndman Transport's headquarters to a Canadian real estate firm for C\$12 million after a U.S. federal judge approved the bankrupt trucking company's request to fast-track the deal on Monday.

The sale appears set to close imminently, after Guelph-based Wyndham Street Investments signed a purchase agreement on Jan. 7, according to a filing in U.S. Bankruptcy Court for the District of Delaware.

The facility, located just off Highway 401, is likely Celadon's single most valuable hard asset in Canada. Lawyers for Celadon asserted that the sale to Wyndham Street will command higher proceeds than if the facility were otherwise included in a forthcoming bidding process for the company's other assets.

Lawyers for Celadon asserted that while the deal did not require the U.S. court's approval, they sought it out of an "abundance of caution."

The filing made no mention of any legal implications or potential challenges to the deal in Canada.

The sale could make it more difficult for former Hyndman employees and contractors to secure any owed compensation. The funds will leave Canada and be distributed in accordance with the U.S. bankruptcy proceedings.

Some former Hyndman employees and contractors have been consulting with lawyers since the trucking company shut down on Dec. 9 after Celadon filed for Chapter 11 bankruptcy proceedings.

Many say they are owed thousands of dollars in vacation pay, severance and other compensation. The absence of Canadian bankruptcy proceedings has complicated those efforts.

Celadon has said that it intends to secure recognition of the U.S. bankruptcy in Canada. Court records in Ontario do not show any public bankruptcy recognition proceedings for Celadon in Canada as of Jan. 1.

Canadian federal authorities are also investigating the dismissals of former Hyndman workers. The probe appears to be focusing on whether the dismissals constituted "mass terminations," which could entitle former workers to substantial payouts in the event they did not receive proper notice.

 Tags Canada Canadian trucking Celadon Celadon Group



Kitchener-Waterloo

400 people in Ontario out of work after Hyndman Transport closes



Parent company Celadon Group announced it was filing for bankruptcy on Monday

CBC News · Posted: Dec 11, 2019 10:42 AM ET | Last Updated: December 11, 2019



Trucking company Hyndman Transport is closing after its parent company filed for bankruptcy. (Shutterstock)

Trucking company Hyndman Transport, with locations in Ayr and Wroxeter, has closed because its American parent company Celadon Group Inc. has filed for bankruptcy.

About 400 employees in Ontario are affected, according to The Township of North Dumfries.

"The impacts on the employees and their families, especially at this time of year as we approach the holiday season, makes these job losses even more significant," said mayor Sue Foxton, in a news release from the township.

Foxton said the township is working with local politicians in all levels of government to "respond and assist the employees of Hyndman Transport."

Hyndman Transport had been operating in Canada for more than 75 years.

Celadon, which is based out of Indianapolis, Ind., announced on Monday the company, along with its 25 affiliates, had filed for bankruptcy.

"We have diligently explored all possible options to restructure Celadon and keep business operations ongoing, however, a number of legacy and market headwinds made this impossible to achieve," said Paul Svindland, Chief Executive Officer of Celadon, in a news release.

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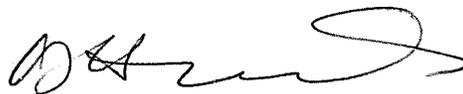
Maple Leaf Foods boss attack on Trump pits ethics against shareholder value: Don Pittis

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RECOMMENDED FOR YOU



This is **Exhibit "N"**
referred to in the Affidavit of Jeff Sippel
sworn before me this 16th day of January, 2020.



A COMMISSIONER FOR TAKING AFFIDAVITS, ETC.

**Unofficial Transcription of the Endorsement of The Honourable Justice Hainey
dated January 15, 2020 with respect to Hyndman Transport Inc.**

Terminated Canadian Employees have scheduled a case conference with concerns about unpaid severance pay and other amounts owing to them, some of which they claim as priority secured claims, and the absence of any proceedings in Canada.

The Canadian assets shall not be sold without the approval of this court, despite the sale proceedings underway in the U.S. proceedings of the U.S. debtors.

While it is preferable that the U.S. debtors bring a Recognition proceeding and receivership in Canada under Part 13 of the BIA, I am prepared to issue a receivership on the application of the terminated Canadian employees on short notice, and in either case, appoint KSV Kofman as receiver.

Haine, J.
January 15, 2020

Hydram Trust

1/15/20

The Cardiac players
 have added a new concern
 with concern about unpaid
 revenue pay & other assets being
 to them, some of which they claim
 as priority secured claims, the
 absence of any proceedings in Canada.
 The Cardiac assets shall not be
 sold without the approval of
 the court, despite the sale
 proceedings underway in the
 U.S. proceeding in the U.S.

debtors -

While it is probable that the
 U.S. debtors being a Plaintiff
 in Canada
 proceeding & recovery, will

Part B of the BIA, I am
pleased to find a
reciprocity in the attitude
of the United States
employees in other words,
+ in other cases, expect
KSV Kista as receive.

January 15, 2020
Honey J.

Jeff Sippel
Applicant

and

Hyndman Transport Limited
Respondent

Court File No.

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

Proceeding commenced at **TORONTO**

AFFIDAVIT OF JEFF SIPPEL
(sworn January 16 ,2020)

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Lawyers for the Applicant

Court File No.

**IN THE MATTER OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, c. B-3, AS AMENDED
AND IN THE MATTER OF CERTAIN PROCEEDINGS TAKEN IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE WITH
RESPECT TO CELADON GROUP, INC. AND THE AFFILIATED ENTITIES LISTED IN FOOTNOTE “1” HERETO
APPLICATION OF CELADON GROUP, INC. PURSUANT TO PART XIII OF THE *BANKRUPTCY AND INSOLVENCY ACT* AND SECTION 101 OF THE *COURTS
OF JUSTICE ACT*, R.S.O. 1990, c. C.-43, AS AMENDED**

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

Proceeding commenced at Toronto

MOTION RECORD

(Motion for Employee Representation Order,
returnable January 23, 2020)

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Counsel to Jeff Sippel and the other employees
of Hyndman Transport Limited

ⁱⁱ In addition to Celadon, the Chapter 11 Debtors are A R Management Services, Inc., Bee Line, Inc., Celadon Canadian Holdings, Limited (“**CCHL**”), Celadon E-Commerce, Inc., Celadon International Corporation, Celadon Logistics Services, Inc., Celadon Mexicana, S.A. de C.V., Celadon Realty, LLC, Celadon Trucking Services, Inc., Distribution, Inc., Eagle Logistics Services Inc., Hyndman Transport Limited (“**Hyndman**”), Jaguar Logistics, S.A. de C.V., Leasing Servicios, S.A. de C.V., Osborn Transportation, Inc., Quality Companies LLC, Quality Equipment Leasing, LLC, Quality Insurance LLC, Servicios Corporativos Jaguar, S.C., Servicios de Transportacion Jaguar, S.A. de C.V., Stinger Logistics, Inc., Strategic Leasing, Inc., Taylor Express, Inc., Transportation Insurance Services Risk Retention Group, Inc. and Vorbas, LLC