



Court File No. CV-23-00704038-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE CHIEF

)

TUESDAY, THE 29TH

JUSTICE MORAWETZ

)

DAY OF APRIL, 2025

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

AND IN THE MATTER OF YRC FREIGHT CANADA COMPANY, YRC
LOGISTICS INC., USF HOLLAND INTERNATIONAL SALES
CORPORATION AND 1105481 ONTARIO INC.

APPLICATION OF YELLOW CORPORATION UNDER SECTION 46 OF
THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-
36, AS AMENDED

Applicant

EIGHTH SUPPLEMENTAL ORDER

THIS MOTION, made pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**") by Yellow Corporation ("**Yellow Parent**") in its capacity as the foreign representative (the "**Foreign Representative**") in respect of the proceedings commenced by the Yellow Parent and certain of its affiliates (collectively, the "**Debtors**"), including YRC Freight Canada Company ("**YRC Freight**"), YRC Logistics Inc., USF Holland International Sales Corporation and 1105481 Ontario Inc., on August 6, 2023 in the United States Bankruptcy Court for the District of Delaware (the "**U.S. Bankruptcy Court**") pursuant to chapter 11 of title 11 of the United States Code (the "**Foreign Proceeding**"), for an Order, among other things, recognizing, the Reimer Lease Termination Approval Order (as defined below) made in the Foreign Proceeding, among other things, authorizing the Debtors' entry into that certain Lease Termination Agreement as of March 28, 2025 (the "**Lease Termination Agreement**"), among YRC Freight, Reimer World Properties Corp. ("**Reimer WPC**") and RWP Manitoba Ltd. ("**Reimer Manitoba**" and, together with Reimer WPC, "**Reimer**"), was heard this day by videoconference in Toronto, Ontario.

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ON READING the Notice of Motion, the affidavit of Matthew A. Doheny sworn April 23, 2025 (the “**Ninth Doheny Affidavit**”) and the eighth report of Alvarez & Marsal Canada Inc., in its capacity as information officer (the “**Information Officer**”), dated April 25, 2025, filed,

AND UPON HEARING the submissions of counsel for the Foreign Representative, counsel for the Information Officer, and counsel for such other parties as were present and wished to be heard, no one else appearing although duly served as appears from the Lawyer’s certificate of service of Erik Axell signed on April 24, 2025:

SERVICE AND DEFINITIONS

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and the Motion Record is hereby abridged and validated so that this Motion is properly returnable today and hereby dispenses with further service thereof.
2. **THIS COURT ORDERS** that capitalized terms used and not otherwise defined herein shall have the meanings given to them in the Supplemental Order (Foreign Main Proceeding) of this Court dated August 29, 2023 (the “**Supplemental Order**”) or the Ninth Doheny Affidavit.

RECOGNITION OF REIMER LEASE TERMINATION APPROVAL ORDER

3. **THIS COURT ORDERS** that the *Order Approving the Joint Stipulation by and among the Debtors and Certain Lessors Terminating Unexpired Real Property Leases pursuant to that Certain Lease Termination Agreement* (the “**Reimer Lease Termination Approval Order**”) a copy of which is attached as Schedule A hereto, of the U.S. Bankruptcy Court made in the Foreign Proceeding is hereby recognized and given full force and effect in all provinces and territories of Canada pursuant to section 49 of the CCAA, provided, however, that in the event of any conflict between the terms of the Reimer Lease Termination Approval Order and the Orders of this Court made in the within proceedings, the Orders of this Court shall govern with respect to Property in Canada.
4. **THIS COURT ORDERS** that, notwithstanding paragraph 5 of the Initial Recognition Order (Foreign Main Proceedings) of this Court granted August 29, 2023, YRC Freight is

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authorized to, (i) transfer ownership of any furniture, fixtures, equipment, pictures and items of similar scale on the Premises (as defined in the Lease Termination Agreement) to Reimer, (ii) transfer ownership of a restored truck and trailer located at 1400 Inkster Blvd., Winnipeg, Manitoba, to Reimer Manitoba, and (iii) transfer and assign a sublease between YRC Freight, as sublessor, and Agri-Foods Central Ltd., as sublessee, in respect of the Winnipeg Premises, to Reimer Manitoba, in each case pursuant to the Lease Termination Agreement and the Reimer Lease Termination Approval Order.

5. **THIS COURT ORDERS** that YRC Freight is hereby authorized and directed to do such things and take such additional steps, including executing, delivering, recording and/or registering all such documentation, releases, discharges, caveats and/or amendments, as may be necessary or desirable in order to give effect to this Order and/or to implement the terms and conditions of the Lease Termination Agreement and/or the Reimer Lease Termination Approval Order from time to time.

GENERAL

6. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, or regulatory or administrative body having jurisdiction in Canada, the United States of America or any other foreign jurisdiction, to give effect to this Order and to assist the Debtors, the Foreign Representative, the Information Officer, and their respective counsel and agents in carrying out the terms of this Order. All courts, tribunals, and regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Debtors, the Foreign Representative and the Information Officer, the latter as an officer of this Court, as may be necessary or desirable to give effect to this Order, or to assist the Debtors, the Foreign Representative, the Information Officer, and their respective counsel and agents in carrying out the terms of this Order.
7. **THIS COURT ORDERS** that each of the Debtors, the Foreign Representative and the Information Officer shall be at liberty and is hereby authorized and empowered to apply to any court, tribunal, or regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order.

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8. **THIS COURT ORDERS** that this Order shall be effective as of 12:01 a.m. (Toronto time) on the date of this Order without the need for entry or filing of this Order.



Chief Justice G. B. Morawetz

SCHEDULE A

REIMER LEASE TERMINATION APPROVAL ORDER

[Attached]

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

In re:)	
)	Chapter 11
)	
YELLOW CORPORATION, <i>et al.</i> , ¹)	Case No. 23-11069 (CTG)
)	
Debtors.)	(Jointly Administered)
)	

**ORDER APPROVING THE JOINT
STIPULATION BY AND AMONG THE DEBTORS AND
CERTAIN LESSORS TERMINATING UNEXPIRED REAL PROPERTY
LEASES PURSUANT TO THAT CERTAIN LEASE TERMINATION AGREEMENT**

Pursuant to the *Certification of Counsel Regarding the Joint Stipulation By and Among the Debtors and Certain Lessors Terminating Unexpired Real Property Leases Pursuant to that Certain Lease Termination Agreement* (the “Certification of Counsel”) and the *Joint Stipulation By and Among the Debtors and Certain Lessors Terminating Unexpired Real Property Leases Pursuant to that Certain Lease Termination Agreement* (the “Stipulation”); and pursuant to the *Order (I)(A) Approving Bidding Procedures for the Sale or Sales of the Debtors’ Assets; (B) Scheduling Auctions and Approving the Form and Manner of Notice Thereof; (C) Approving Assumption and Assignment Procedures, (D) Scheduling Sale Hearings and Approving the Form and Manner of Notice Thereof; (II)(A) Approving the Sale of the Debtors’ Assets Free and Clear of Liens, Claims, Interests and Encumbrances and (B) Approving the Assumption and Assignment of Executory Contracts and Unexpired Leases; and (III) Granting Related Relief* [Docket No. 575] (the “Bidding Procedures Order”); and the district court having jurisdiction under 28 U.S.C.

¹ A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' claims and noticing agent at <https://dm.epiq11.com/YellowCorporation>. The location of Debtors' principal place of business and the Debtors' service address in these chapter 11 cases is: 11500 Outlook Street, Suite 400, Overland Park, Kansas 66211.

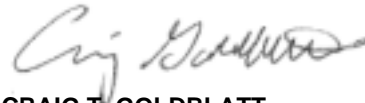
§ 1334, which was referred to this Court under 28 U.S.C. § 157 pursuant to the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012; and this Court having found that this matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and the Debtors having properly filed that certain *Lease Termination Agreement* dated as of March 28, 2025 (the “Lease Termination Agreement”)² by and between Reimer World Properties Corp. and RWP Manitoba Ltd. (the “Landlords”) and Debtor YRC Freight Canada Company dba YRC Freight, attached hereto as **Exhibit 2**; and notice of the Lease Termination Agreement and the proposed form of Order having been sufficient under the circumstances and no other or further notice needing to be provided; and this Court having reviewed the Stipulation and the Lease Termination Agreement; and this Court having determined that the legal and factual bases set forth in the Stipulation establish just cause for the relief granted herein and the Debtors’ entry into the Stipulation and the Lease Termination Agreement with the Landlords; and after due deliberation and sufficient cause appearing for the approval of the Stipulation and the Lease Termination Agreement, it is HEREBY ORDERED THAT:

1. The Stipulation is approved.
2. The Stipulation shall be effective immediately upon entry of this Order.
3. Notwithstanding Bankruptcy Rule 4001(a)(3), the terms and conditions of this Order are immediately effective and enforceable upon its entry.
4. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Order and to consummate the Stipulation.

² Capitalized terms not otherwise defined herein shall have the meanings afforded to them in the Lease Termination Agreement.

5. The Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order and the Stipulation.

Dated: April 14th, 2025
Wilmington, Delaware



CRAIG T. GOLDBLATT
UNITED STATES BANKRUPTCY JUDGE

Exhibit 1

Stipulation

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

In re:

YELLOW CORPORATION, *et al.*,¹

Debtors.

)
) Chapter 11
)

) Case No. 23-11069 (CTG)
)

) (Jointly Administered)
)

**JOINT STIPULATION BY AND AMONG THE DEBTORS
AND CERTAIN LESSORS TERMINATING UNEXPIRED REAL PROPERTY
LEASES PURSUANT TO THAT CERTAIN LEASE TERMINATION AGREEMENT**

Yellow Corporation and its debtor affiliates as debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the “Debtors”) and Reimer World Properties Corp. and RWP Manitoba Ltd. (the “Lessors,” and, together with the Debtors, the “Parties”) respectfully submit this proposed stipulation and agreed order (this “Stipulation”) and hereby stipulate and agree as follows:

RECITALS

WHEREAS, on August 6, 2023 (the “Petition Date”), and continuing into August 7, 2023, the Debtors each filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the “Bankruptcy Code”) with the United States Bankruptcy Court for the District of Delaware (the “Court”). These chapter 11 cases are being jointly administered pursuant to Bankruptcy Rule 1015(b) [Docket No. 169].

¹ A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors’ claims and noticing agent at <https://dm.epiq11.com/YellowCorporation>. The location of Debtors’ principal place of business and the Debtors’ service address in these chapter 11 cases is: 11500 Outlook Street, Suite 400, Overland Park, Kansas 66211.

WHEREAS, On August 7, 2023, Yellow Corporation and its affiliated debtors and debtors in possession (collectively, the “Debtors”) filed the *Motion of the Debtors for Entry of an Order (I)(A) Approving Bidding Procedures for the Sale or Sales of the Debtors’ Assets; (B) Scheduling an Auction and Approving the Form and Manner of Notice Thereof; (C) Approving Assumption and Assignment Procedures, (D) Scheduling a Sale Hearing and Approving the Form and Manner of Notice Thereof; (II)(A) Approving the Sale of the Debtors’ Assets Free and Clear of Liens, Claims, Interests and Encumbrances and (B) Approving the Assumption and Assignment of Executory Contracts and Unexpired Leases; and (III) Granting Related Relief* [Docket No. 22] (the “Motion”).

WHEREAS, on August 16, 2023, the United States Trustee for the District of Delaware (the “U.S. Trustee”) appointed an official committee of unsecured creditors [Docket No. 269] (the “Committee”). No trustee or examiner has been appointed in these chapter 11 cases.

WHEREAS, On September 15, 2023, the Court entered the *Order (I)(A) Approving Bidding Procedures for the Sale or Sales of the Debtors' Assets; (B) Scheduling Auctions and Approving the Form and Manner of Notice Thereof; (C) Approving Assumption and Assignment Procedures, (D) Scheduling Sale Hearings and Approving the Form and Manner of Notice Thereof; (II)(A) Approving the Sale of the Debtors' Assets Free and Clear of Liens, Claims, Interests and Encumbrances and (B) Approving the Assumption and Assignment of Executory Contracts and Unexpired Leases; and (III) Granting Related Relief* [Docket No. 575] (the “Bidding Procedures Order”).

WHEREAS, Yellow Corporation’s Debtor affiliate YRC Freight Canada Company dba YRC Freight (the “Tenant”) is party to prepetition unexpired real property leases for nonresidential real property with the Lessors regarding terminals located at: 717 Cynthia Street, Saskatoon SK;

840/920 MacKay Street, Regina SK; 75 Dufferin Place SE, Calgary AB (formerly, 10120 – 52nd Street SE, Calgary AB); 16060 – 128 Avenue NW, Edmonton AB; and 1400/1450 Inkster Blvd and 50/100 Milner, Winnipeg, MB (the “Leases”).

WHEREAS, on February 12, 2024, the Debtors filed the *Debtor’s Omnibus Motion for Entry of an Order (I) Authorizing the Debtors to Assume Certain Unexpired Leases and (II) Granting Related Relief* [Docket No. 2157], seeking authority to assume the Leases, among other nonresidential real property agreements.

WHEREAS, on February 26, 2024, the Court entered the *Order (A) Authorizing the Debtors to Assume Certain Unexpired Leases and (B) Granting Related Relief* [Docket No. 2385], authorizing the Debtors to assume the Leases.

WHEREAS, the Tenant and the Lessors have mutually agreed to terminate the Leases, and the Debtors believe, in their business judgment and in consultation with the Committee, that entry into the lease termination agreement, a substantially final form of which is attached to the Order as Exhibit 2 (the “Lease Termination Agreement”),² will maximize value for the Debtors with respect to the Leases.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, AND UPON APPROVAL BY THE COURT OF THIS STIPULATION, IT IS SO ORDERED AS FOLLOWS:

1. The Debtors, including the Debtor Tenant, are hereby authorized to enter into the Lease Termination Agreement with the Lessors, and the Lease Termination Agreement is hereby approved in its entirety and is incorporated herein by reference.

² Capitalized words used but not defined herein shall have the meaning ascribed to them in the Lease Termination Agreement.

2. Nothing contained in this Stipulation or any actions taken by the Debtors pursuant to the relief granted herein is intended or should be construed as: (a) an admission as to the validity or amount of any particular claim against a Debtor entity; (b) a waiver of the Debtors' or any party in interest's rights to dispute any particular claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an admission by the Debtors that any contract or lease, including the Leases, is executory or unexpired, as applicable; or (e) a waiver or limitation of the Debtors' or any party in interest's rights under the Bankruptcy Code or any other applicable law.

3. The Parties are authorized to take all actions necessary to effectuate the relief granted pursuant to and in accordance with this Stipulation.

4. The Parties acknowledge that this Stipulation is the joint work product of the Parties, and that, accordingly, in the event of ambiguities, no inferences shall be drawn against any Party on the basis of authorship of this Stipulation.

5. The terms and conditions of this Stipulation shall be immediately effective and enforceable upon its entry.

6. To the extent of any inconsistencies between this Stipulation and the Leases Termination Agreement, this Stipulation shall control.

7. The Court retains sole and exclusive jurisdiction to enforce and interpret the provisions of this Stipulation and the Lease Termination Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, and in agreement herewith, the Parties have executed

and delivered this Stipulation as of the date first set forth below.

Dated: April 14, 2025
Wilmington, Delaware

/s/ Laura Davis Jones

Laura Davis Jones (DE Bar No. 2436)
Timothy P. Cairns (DE Bar No. 4228)
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/s/ Philip P. Pauls

Philip P. Pauls
Vice President and Secretary
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Exhibit 2

Lease Termination Agreement

LEASE TERMINATION AGREEMENT

This Lease Termination Agreement (this “Agreement”) is made as of the 28th day of March 2025, by and between Reimer World Properties Corp. (“Landlord 1”), RWP Manitoba Ltd. (“Landlord 2”) (Landlord 1 and Landlord 2, collectively, “Landlord”) and YRC Freight Canada Company dba YRC Freight (“Tenant”).

RECITALS

WHEREAS, Landlord 1 and Tenant entered into the Reimer Truck Terminal Facility Lease Agreements dated April 30, 1997, as amended, modified and/or extended from time to time (collectively, “Lease 1”) for the premises located at the following Municipal addresses:

- A. 717 Cynthia Street, Saskatoon SK;
- B. 840/920 MacKay Street, Regina SK;
- C. 75 Dufferin Place SE, Calgary AB (formerly, 10120 – 52nd Street SE, Calgary AB); and
- D. 16060 – 128 Avenue NW, Edmonton AB;

(collectively, “Premises 1”), on the terms and conditions set forth therein;

WHEREAS, Landlord 2 and Tenant entered into the Reimer Truck Terminal Facility Lease Agreement dated April 30, 1997, as amended, modified and/or extended from time to time (collectively, “Lease 2”) for the premises located at 1400/1450 Inkster Blvd and 50/100 Milner, Winnipeg, MB (“Premises 2”), on the terms and conditions set forth therein;

(collectively, Premises 1 and Premises 2, the “Premises”),

(collectively, Lease 1 and Lease 2, the “Leases”).

WHEREAS, Tenant, along with its affiliated debtors and debtors in possession under those chapter 11 cases jointly administered at Case No. 23-11069 (CTG) (the “Chapter 11 Cases”), including YRC Logistics Inc., USF Holland International Sales Corporation, and 1105481 Ontario Inc. (each of the foregoing entities, together with Tenant, the “Canadian Debtors”) has filed a voluntary petition for relief pursuant to chapter 11 of Title 11 of the United States Code, 11 U.S.C. §§ 101, et seq. (as amended, the “Bankruptcy Code”), in the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”);

WHEREAS, in connection with the Chapter 11 Cases, Yellow Corporation, in its capacity as the “foreign representative” (in such capacity, the “Foreign Representative”) commenced proceedings (the “Canadian Proceedings”) before the Ontario Superior Court of Justice (Commercial List) (the “Canadian Court”) under Part IV of the *Companies’ Creditors Arrangement Act* (Canada) (the “CCAA”), and obtained an Initial Recognition Order (Foreign Main Proceeding) from the Canadian Court on August 29, 2023, among other things, recognizing the Chapter 11 Cases in respect of the Canadian Debtors as “foreign main proceedings”; and

WHEREAS, Landlord and Tenant desire to enter into this Agreement to, among other things, restore Landlord's possession of the Premises as of the Termination Date (as hereinafter defined), release each other of all further obligations under the Lease, and enable Landlord to dispose of any remaining equipment of Tenant at the Premises in its sole and absolute discretion.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby covenant and agree as follows subject only to the Bankruptcy Court granting the Approval Order (as defined below) and the Canadian Court granting the Canadian Recognition and Approval Order (as defined below):

AGREEMENT

1. **Recitals.** The Recitals are incorporated herein as if set forth at length.
2. **Lease Termination and Assignment.** Subject to the terms and conditions of this Agreement, including, without limitation, the release of the Termination Fee (as defined below) from escrow pursuant to Section 5 hereof and satisfaction or waiver of the conditions set out in Section 10, effective as five business days following the entry of the Canadian Recognition and Approval Order (the "**Termination Date**"): (i) the Leases shall be terminated (the "**Lease Termination**"), (ii) the Tenant shall transfer and assign (and Landlord shall assume) a sublease between Tenant, as sublessor, and Agri-Foods Central Ltd. as sublessee, in respect of Premises 2 to Landlord 2 ("**Sublease**"), and (iii) the Tenant shall transfer ownership of a restored Reimer truck and trailer, currently in a glass-front display at 1400 Inkster Blvd, Winnipeg, MB to Landlord 2 in an as is where is condition without any representations or warranties. Notwithstanding anything to the contrary herein, if the Termination Date has not occurred prior to May 31, 2025, this Agreement shall automatically terminate and be of no further force and effect, and Goodmans shall promptly return the Termination Fee to the Tenant.
3. **Surrender of Premises:** On or before the Termination Date, Tenant shall, surrender and deliver up vacant possession of the Premises in AS IS, WHERE IS condition.
4. **Rent:** Tenant shall be responsible for the payment of all Basic Rent and Additional Rent payable under the Lease to and including the Termination Date, calculated pro rata for any partial month of occupancy.
5. **Termination Fee.**
 - a. In consideration for the Lease Termination and the other transactions contemplated herein, Tenant agrees to pay to Goodmans LLP, counsel to the Tenant ("**Goodmans**"), by wire transfer in immediately available funds from a Canadian Schedule I bank, in trust to be held in escrow, the amount of \$9,800,000 CAD (the "**Termination Fee**"). The parties hereto acknowledge and agree that Goodmans shall be under no obligation to invest the Termination Fee or hold same in an interest-bearing account.
 - b. Goodmans shall automatically release the Termination Fee from escrow without independent investigation as follows: (i) if written confirmation from the Tenant and the Landlord addressed to Goodmans confirming that the conditions in Section 10 have been satisfied or waived (the "**Release Confirmation**") is received by Goodmans on or prior to the Termination Date, then Goodmans shall release the Termination Fee to Landlord 1; or (ii) if the Release Confirmation is not received by Goodmans by the Termination Date, then Goodmans shall return the Termination Fee to Tenant. In either case, Goodmans shall have no liability to the parties hereto in connection therewith.

- c. Notwithstanding the foregoing, Landlord hereby acknowledges that Goodmans has acted and shall continue to act as legal counsel to Tenant and its affiliates in connection with the Canadian Proceedings, including in respect of matters relating to this Agreement, and that nothing in this Agreement or the holding or disbursement of the Termination Fee shall prevent Goodmans from continuing to act for and represent Tenant and its affiliates.

6. Landlord Covenant: Provided that Tenant satisfies all its obligations under Sections 2, 3 and 4 herein, Landlord shall waive any and all claims against the Tenant, and any of their affiliates, including cure costs and/or rejection damages under Section 365 of the Bankruptcy Code, or any other obligations of the Landlord, whether known or unknown, related to each of the Leases.

7. Landlord Release of Tenant. For valuable consideration, and the mutual covenants and agreements contained herein, Landlord does hereby fully, forever and irrevocably release, discharge and acquit Tenant, and its respective past and present affiliates, and the respective past and present officers, directors, shareholders, agents, and employees of each and all of the foregoing entities, and its and their respective successors, heirs, and assigns, and any other person or entity now, previously, or hereafter affiliated with any or all of the foregoing entities, of and from any and all rights, claims, demands, obligations liabilities, indebtedness, breaches of contract, breaches of duty or any relationship, acts, omissions, misfeasance, malfeasance, cause or causes of action, debts, sums of money, accounts, compensations, contracts, controversies, promises, damages, costs, losses and expenses of every type, kind, nature, description or character, and irrespective of how, why, or by reason of what facts, whether heretofore or now existing, or that could, might, or may be claimed to exist, of whatever kind or name, whether known or unknown, suspected or unsuspected, liquidated or unliquidated, claimed or unclaimed, whether based on contract, tort, breach of any duty, or other legal or equitable theory of recovery, each as though fully set forth herein at length, including, without limitation, any and all claims evidenced by the Lease, the Sublease and in connection with the Premises; provided, provided that Tenant satisfies all its obligations under Sections 2, 3 and 4 herein.

8. Tenant Release of Landlord. For valuable consideration, and the mutual covenants and agreements contained herein, Tenant does hereby fully, forever and irrevocably release, discharge and acquit Landlord, and its respective past and present affiliates, and the respective past and present officers, directors, shareholders, agents, property managers, and employees of each and all of the foregoing entities, and its and their respective successors, heirs, and assigns, and any other person or entity now, previously, or hereafter affiliated with any or all of the foregoing entities, of and from any and all rights, claims, demands, obligations liabilities, indebtedness, breaches of contract, breaches of duty or any relationship, acts, omissions, misfeasance, malfeasance, cause or causes of action, debts, sums of money, accounts, compensations, contracts, controversies, promises, damages, costs, losses and expenses of every type, kind, nature, description or character, and irrespective of how, why, or by reason of what facts, whether heretofore or now existing, or that could, might, or may be claimed to exist, of whatever kind or name, whether known or unknown, suspected or unsuspected, liquidated or unliquidated, claimed or unclaimed, whether based on contract, tort, breach of any duty, or other legal or equitable theory of recovery, each as though fully set forth herein at length, including, without limitation, any and all claims evidenced by the Lease and in connection with the Premises; provided, however, that such release does not apply to any claims or other matters related to a breach of this Agreement by Landlord.

9. Acknowledgements. Except as otherwise provided in this Agreement, each party hereby agrees, represents and warrants to the other that it realizes and acknowledges that factual matters now unknown to them may have given or may hereafter give rise to causes of action, claims, demands, debts, controversies, damages, costs, losses, and expenses that are presently unknown, unanticipated, and unsuspected, and each party further agrees, represents and warrants to the other that this Agreement has

been negotiated and agreed upon in light of that realization and that, except as expressly limited above, it nevertheless hereby releases, discharge, and acquit the other party from any such unknown causes of action, claims, demands, debts, controversies, damages, costs, losses, and expenses.

10. Conditions. As a condition to the effectiveness of this Agreement, each and all of the following shall have occurred no later than the Termination Date:

- (a) subject to the Sublease, Tenant has vacated the Premises and delivered possession to Landlord in accordance with the requirements of this Agreement;
- (b) Tenant has delivered to Landlord the keys and access codes to the Premises, in its possession and control;
- (c) An order has been entered by the Bankruptcy Court (the “Approval Order”) approving the entirety of this Agreement;
- (d) An order has been entered by the Canadian Court (the “Canadian Recognition and Approval Order”), among other things, recognizing and giving full force and effect to the Approval Order in all provinces and territories in Canada pursuant to section 49 of the CCAA;
- (e) Tenant has delivered the Termination Fee to Goodmans;
- (f) Tenant has delivered a Bill of Sale transferring ownership of any furniture, fixtures, equipment, pictures and items of similar scale on the Premises to the Landlord in an as is, where is condition without any representations or warranties;
- (g) Tenant has delivered a Bill of Sale transferring ownership of the restored Reimer Truck and Trailer, currently in glass-front display at 1400 Inkster Blvd., Winnipeg, MB to Landlord 2 in an as is, where is condition without any representations or warranties; and
- (h) Tenant and Landlord have exchanged an executed assignment and assumption of Sublease by Tenant to Landlord 2.

Each of the conditions set out in this Section 10 are for the mutual benefit of Landlord and Tenant and may be only waived in whole or in part by both of Landlord and Tenant in their reasonable discretion, by written notice. To facilitate the completion of the transaction, deliveries may be made in escrow and conditions (c), (d), and then (a) and (b) will be satisfied last. Completion of the transaction shall be deemed to be satisfaction of each of these conditions. In the event that any of the above conditions are not fully complied with by the Termination Date and each of Landlord and Tenant is unwilling to waive same in writing, this Agreement shall be at an end and each of Landlord and Tenant shall be discharged and released from any further liability under this Agreement.

11. Furniture, Fixtures and Equipment. Any furniture, fixtures and equipment owned by Tenant remaining at the Premises after the Termination Date (collectively, “FF&E”) is deemed abandoned for no consideration in an as-is where-is condition without any representations or warranties and the Landlord and its managing agents are free to dispose of the FF&E in their sole and absolute discretion without liability to Tenant or any entity.

12. Sales Tax.

- (a) Landlord 1 represents and warrants that it is registered and in good standing under Subdivision d of Division V of Part IX of the *Excise Tax Act* (Canada) (the “ETA”) and any applicable provincial legislation, and its goods and services tax (“GST”) registration number is 139286595RT0001. Landlord 1 confirms that its GST registration shall remain in full force and effect as of the Termination Date;
- (b) Landlord 2 represents and warrants that it is registered and in good standing under Subdivision d of Division V of Part IX of the ETA, its GST registration number is 135598522RT0001. Landlord 2 confirms that its GST registration shall remain in full force and effect as of the Termination Date;
- (c) Tenant shall be responsible for and shall pay to Landlord 1, all applicable GST payable in respect of the Termination Fee; and
- (d) Landlord 2 shall be responsible for all applicable GST and all applicable provincial sales tax or retail sales tax imposed under any provision of similar provincial legislation payable in respect of (i) the assignment and assumption of the Sublease; and (ii) the transfer of the restored Reimer truck and trailer; provided, however, that in the case of (i), if Landlord 2 is and remains a registrant in good standing under Subdivision d of Division V of Part IX of the ETA on the Termination Date, Tenant shall not collect, and Landlord 2 shall self-assess and remit to the appropriate governmental authority, all GST, file any returns, certificates, filings, notices or other documents required to be filed with any taxing authority.

13. Authority to Settle. Each of the parties to this Agreement respectively represents and warrants that, subject to Bankruptcy Court granting the Approval Order and the Canadian Court granting the Canadian Recognition and Approval Order, each such party has the absolute and unfettered power, right and authority to enter into this Agreement and settle, compromise and release fully and completely all matters and claims contemplated to be resolved hereby. Each of the parties to this Agreement respectively represents and warrants that each such party owns and controls each of the claims, causes of action, or other matters that are the subject matter of this Agreement and that it has not encumbered, assigned or transferred to any other person any of such claims, causes of action, or other matters.

14. Entire Agreement. This Agreement, including the exhibits hereto and the other items to be delivered as a condition precedent to the effectiveness of this Agreement, contains the entire agreement and understanding concerning the subject matter of the Agreement, and supersedes and replaces all prior negotiations and proposed settlement agreements, written or oral. Each of the parties to this Agreement respectively represents and warrants that no other party to this Agreement, nor any agent or attorney of any such party, has made any promise, representation or warranty, express or implied, not contained in this Agreement or the exhibits hereto to induce any party to execute this Agreement. Each of the parties to this Agreement further acknowledges that such party is not executing this Agreement in reliance on any promise, representation or warranty not contained in this Agreement or the exhibits hereto.

15. Advice of Counsel. Each of the parties to this Agreement respectively represents and warrants to the other party that each such party has (a) been adequately represented, or has had the opportunity to be represented, by independent legal counsel of its own choice, throughout all negotiations that preceded the execution of this Agreement, (b) executed this Agreement with the consent and upon the competent advice of such counsel, or that it has had the opportunity to seek such consent and advice, (c) read this Agreement, and understands and assents to all the terms and conditions contained in this Agreement without any reservations; and (d) had, or has had the opportunity to have had, the same explained to it by its own counsel. In entering into this Agreement, no party is relying on any representation or statement made by any other Party or any person representing such other party.

16. Attorneys' Fees. Each party to this Agreement agrees that in the event a dispute arises as to the validity, scope, applicability, or enforceability of this Agreement, the prevailing party shall be entitled to recover its costs and attorneys' fees. Otherwise, each of the parties to this Agreement shall pay all of its own legal fees, costs, and any other expenses incurred or to be incurred in connection with the consummation of this Agreement.

17. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be an original, and all of which shall constitute one and the same document. Further, each of the parties to this Agreement agrees that scanned signatures of each party hereto shall be deemed original signatures and shall be binding on each such party whose signature is by scan to the same extent as if it were its original signature.

18. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Delaware, without regard to conflicts of laws principles that would require the application of the law of another jurisdiction other than real property and GST matters which will be dealt with by the laws of the province of the applicable Premises.

19. Jurisdiction. Each party to this Agreement consents to the exclusive jurisdiction of the Bankruptcy Court with respect to all matters arising under or relating to this Agreement, provided that, for greater certainty, the foregoing shall not restrict the ability of the Foreign Representative to seek the Canadian Recognition and Approval Order from the Canadian Court in the Canadian Proceedings. Each party to this Agreement hereby irrevocably waives any objection on the grounds of venue, forum non-conveniens, or any similar grounds and irrevocably consent to service of process by mail or in any other manner permitted by applicable law. Each party to this Agreement further hereby waives any right to a trial by jury with respect to any lawsuit or judicial proceeding arising or relating to this Agreement.

20. Miscellaneous.

(a) The headings of the sections of this Agreement are for convenience of reference only and shall not affect the meaning or interpretation of this Agreement. This Agreement and its terms, provisions, covenants and conditions may not be amended, changed, altered, modified or waived except by an express instrument in writing signed by each and all of the parties hereto.

(b) This Agreement and each of its provisions are binding upon and shall inure to the benefit of Tenant's successors and assigns, including, without limitation, a trustee or a trustee in bankruptcy, if any, subsequently appointed under Chapter 7 or 11 of the Bankruptcy Code or the *Bankruptcy and Insolvency Act* (Canada).

(c) Each of the parties to this Agreement shall take all necessary steps, cooperate, and use reasonable best efforts to obtain and achieve the objectives and fulfill the obligations of this Agreement. Each of the parties hereto shall cooperate with each other and shall execute and deliver any and all additional notices, papers, documents, and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of their obligations hereunder and to carry out the intent of this Agreement.

(d) The determination of the terms of, and the drafting of, this Agreement has been by mutual agreement after negotiation, with consideration by and participation of all parties hereto and their counsel. Because this Agreement was drafted with the participation of all parties hereto and their counsel, the presumption that ambiguities shall be construed against the drafter does not apply. Each of the parties to this Agreement respectively represents and warrants that each such party was represented by competent

and effective counsel throughout the course of settlement negotiations and in the drafting and execution of this Agreement, and there was no disparity in bargaining power among the parties to this Agreement.

[Signatures appear on following page]

IN WITNESS HEREOF, Landlord 1, Landlord 2 and Tenant have duly executed this Lease Termination Agreement as of the date and year first written above.

LANDLORD 1:

REIMER WORLD PROPERTIES CORP.

Per:



Name: Philip P. Pauls

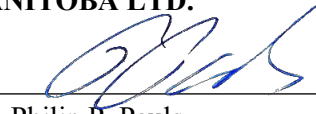
Title: Vice President and Secretary

I have authority to bind the Corporation

LANDLORD 2:

RWP MANITOBA LTD.

Per:



Name: Philip P. Pauls

Title: Vice President and Secretary

I have authority to bind the Corporation

TENANT:

**YRC FREIGHT CANADA COMPANY
DBA YRC FREIGHT**

Per:



Name: Daniel Olivier

Title: President and Chief Financial Officer

I have authority to bind the Corporation

Court File No. CV-23-00704038-00CL

**IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED
AND IN THE MATTER OF YRC FREIGHT CANADA COMPANY, YRC LOGISTICS INC., USF HOLLAND AND INTERNATIONAL SALE
CORPORATION AND 1105481 ONTARIO INC.
APPLICATION OF YELLOW CORPORATION UNDER SECTION 46 OF THE COMPANIES' CREDITORS ARRANGEMENT ACT,
R.S.C. 1985, c. C-36, AS AMENDED**

Applicant

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

EIGHTH SUPPLEMENTAL ORDER

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