

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

**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

**AFFIDAVIT OF BRENNAN CALDWELL
(Sworn February 26, 2024)**

I, Brennan Caldwell, of the City of Toronto, in the Province of Ontario, **MAKE OATH
AND SAY:**

1. I am a lawyer at the law firm of Goodmans LLP, which is counsel to the Applicant, Yellow Corporation (the “**Yellow Parent**”), in the above noted proceedings. As such, I have knowledge of the matters hereinafter deposed to.¹

I. UPDATE ON LEASE ASSUMPTION MOTION

2. As described in the Doheny Affidavit, the Debtors filed the *Debtors' Omnibus Motion for Entry of an Order (I) Authorizing the Debtors to Assume Certain Unexpired Leases and (II)*

¹ Capitalized terms used and not otherwise defined in this affidavit, unless otherwise indicated, have the meanings given to them in the Affidavit of Matthew A. Doheny sworn February 21, 2024 (the “**Doheny Affidavit**”).

Granting Related Relief (the “**Lease Assumption Motion**”) seeking to assume several Leased Properties, including 11 Canadian Leased Properties.

3. On February 23, 2024, the *Supplemental Declaration of Brian Whittman in Support of the Debtors’ Omnibus Motion for Entry of an Order (I) Authorizing the Debtors to Assume Certain Unexpired Leases and (II) Granting Related Relief* (the “**Supplemental Whittman Declaration**”), a copy of which is attached hereto as Exhibit “A”, was filed with the U.S. Bankruptcy Court. The Supplemental Whittman Declaration supplements the previous declaration sworn by Brian Whittman in support of the Lease Assumption Motion, which was filed with the U.S. Bankruptcy Court on February 14, 2024, and a copy of which is attached as Exhibit “G” to the Doheny Affidavit.

4. On February 23, 2024, the Debtors also filed the *Notice of Filing of Revised Exhibit to Debtors’ Omnibus Motion for Entry of an Order (I) Authorizing the Debtors to Assume Certain Unexpired Leases and (II) Granting Related Relief* (the “**Notice of Revision**”), a copy of which is attached hereto as Exhibit “B”.

5. The Notice of Revision included as Exhibit “A” thereto a revised list of Leases to be assumed pursuant to the Lease Assumption Order, which reflected, among other things, the following changes with regards to Leased Properties of the Canadian Debtors:

- (a) the removal of the Lease relating to the Leased Property at 4055 Walker Road, Windsor, ON M8W 3T6 (the “**Windsor Lease**”); and

- (b) the removal of the Lease relating to Leased Property at 6130 Netherhart Road, Mississauga, ON, Canada L5T 1B7, between Acheron Land Holdings, ULC (“**Acheron**”) and YRC Freight Canada Company (the “**Mississauga Lease**”).

6. A comparison blackline showing the changes made to the original list of Leases filed with the Lease Assumption Motion is attached to the Notice of Revision as Exhibit “B”.

7. With regards to the Windsor Lease, as noted in the Doheny Affidavit, the Windsor Lease had been inadvertently included in the proposed form of Lease Assumption Order initially filed with the U.S. Bankruptcy Court and it had been previously rejected by the Debtors. The U.S. Bankruptcy Court had approved such rejection pursuant to the *Order (I) Authorizing (A) Rejection of Certain Executory Contracts and Unexpired Leases Effective as of Dates Specified Herein and (B) Abandonment of Certain Personal Property, if any, and (II) Granting Related Relief* entered on September 14, 2023, and recognized by this Court pursuant to the Second Supplemental Order dated September 29, 2023.

8. With regards to the Mississauga Lease, Acheron, together with Crown Enterprises, LLC (collectively “**Crown Enterprises**”), had filed an objection to the Lease Assumption Motion with the U.S. Bankruptcy Court. On February 23, 2024, the Debtors and Crown Enterprises entered into a *Joint Stipulation By and Among the Debtors, Crown Enterprises, LLC, and Acheron Land Holdings, ULC Extending Deadline to Assume or Reject Nonresidential Real Property Leases Under Section 365(D)(4) of the Bankruptcy Code* (the “**Joint Stipulation**”). Pursuant to the Joint Stipulation, the Debtors and Crown Enterprises, among other things, agreed to extend the deadline under Section 365(d)(4) of the U.S. Bankruptcy Code for the Debtors to assume or reject the Mississauga Lease to March 31, 2024.

9. The Joint Stipulation was filed with the U.S. Bankruptcy Court on certification of counsel on February 23, 2024. On February 26, 2024, the U.S. Bankruptcy Court granted the *Order Approving the Joint Stipulation By and Among the Debtors, Crown Enterprises, LLC, and Acheron Land Holdings, ULC Extending Deadline to Assume or Reject Nonresidential Real Property Leases Under Section 365(D)(4) of the Bankruptcy Code*, a copy of which is attached hereto as Exhibit “C”.

10. On February 25, 2024 the Debtors filed a revised proposed form of Lease Assumption Order on certification of counsel, a copy of which is attached hereto as Exhibit “D” and includes a blackline reflecting the changes to the form of Lease Assumption Order. On February 26, 2024, prior to the hearing, the U.S. Bankruptcy Court granted the Lease Assumption Order, a copy of which is attached hereto as Exhibit “E”.

SWORN before me by videoconference on this 26th day of February, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely. The affiant was located in the City of Toronto, in the Province of Ontario and I was located in the City of Toronto in the Province of Ontario.



A Commissioner for taking
affidavits
Name: Erik Axell
LSO #: 853450



Brennan Caldwell

THIS IS EXHIBIT "A"
TO THE AFFIDAVIT OF BRENNAN CALDWELL
SWORN BEFORE ME THIS 26TH DAY OF FEBRUARY, 2024

Erik Apell

Commissioner for Taking Affidavits

**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)

) **Re: Docket Nos. 2157, 2201**

**SUPPLEMENTAL DECLARATION OF BRIAN WHITTMAN IN SUPPORT
OF THE DEBTORS' OMNIBUS MOTION FOR ENTRY
OF AN ORDER (I) AUTHORIZING THE DEBTORS TO ASSUME
CERTAIN UNEXPIRED LEASES AND (II) GRANTING RELATED RELIEF**

The undersigned, Brian Whittman, hereby declares, under penalties of perjury, pursuant to 28 U.S.C. § 1746, that the following is true and correct:²

1. I am a Managing Director at Alvarez & Marsal North America, LLC ("A&M"), a limited liability corporation, which has served as financial and restructuring advisor to the above-captioned debtors and debtors in possession (collectively, the "Debtors") prior to and throughout these chapter 11 cases.

2. I submit this supplemental declaration (the "Supplemental Declaration") in support of the *Debtors' Omnibus Motion for Entry of an Order (I) Authorizing the Debtors to Assume Certain Unexpired Leases and (II) Granting Related Relief* [Docket No. 2157] (the "Motion"). I previously submitted, on February 14, 2024, the *Declaration of Brian Whittman in Support of the Debtors' Omnibus Motion for Entry of an Order (I) Authorizing the Debtors to Assume Certain Unexpired Leases and (II) Granting Related Relief* [Docket No. 2201] (the "Declaration").

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.

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

3. The entirety of the Declaration, including my “Professional Background and Qualifications” as set forth therein, is fully incorporated herein by reference.

4. All facts set forth in this Supplemental Declaration are based upon my personal knowledge, information supplied to me by the Debtors, the Debtors’ other advisors, and other parties-in-interest, my review of relevant documents or my opinion based on my knowledge of the Debtors. If I am called upon to testify, I can and will testify competently to the facts set forth herein. I am authorized by the Debtors to submit this Supplemental Declaration.

**Supplemental Information Regarding Debtors’ Financial Wherewithal
to Perform Under the Leases and to Cure Defaults**

5. I understand from my experience in bankruptcy cases and discussions with the Debtors’ legal advisors that the Bankruptcy Code requires a debtor-in-possession seeking to assume an unexpired lease to (i) demonstrate “adequate assurance of future performance” of the provisions of that lease and (ii) cure or promptly cure all existing monetary and non-monetary defaults. In connection with the Leases the Debtors propose to assume, my team and I at A&M have assisted the Debtors in quantifying and/or otherwise understanding the monetary and non-monetary obligations which will be due under the Leases and to form an informed view regarding whether the Debtors have the financial and other wherewithal to “adequately perform” under the Leases and to cure the Leases’ defaults.

6. The Debtors have approximately \$314 million of cash on their balance sheet. The Debtors have invested approximately 90% of this cash balance in a JPMorgan 100% Treasury Securities Money Market Fund, which currently yields over 5%. Further, \$64 million in additional sale proceeds is expected to be received over the next six weeks from pending real estate sale transactions, as well as several hundred millions of dollars from the expected sales of Rolling Stock pursuant to auctions scheduled through the balance of 2024. With respect to the Leases,

approximately \$59 million in aggregate rent obligations is scheduled over the next twelve (12) months, along with approximately \$9 million in property tax payments. In addition, the Debtors have budgeted \$8 million for annual insurance renewals (including for policies covering the Leases) and \$2 million in repair and other miscellaneous costs for the Leases, in each case over the next twelve months. Cure payments under the Leases total approximately \$4 million in the Debtors' estimation based upon analysis conducted by me and my team at A&M, though I understand that cure discussions with certain landlords remain ongoing. Taking all of these costs into account, as well as the Debtors' other expected costs and projected cash balance, I forecast and continue to believe, further to the statements I made in the Declaration, that the Debtors have and will continue to have ample liquidity to perform under the Leases (including to cure present defaults).

7. With regards to staffing and security at the leased sites, the Debtors continue to employ over 380 full-time employees, over 200 of whom are in operations functions with a focus on monitoring, upkeep, and securing the Debtors' terminals. The Debtors have budgeted over \$2 million over the next 13 weeks for maintenance, repairs, security, and other non-rent occupancy costs for all of their remaining terminals and rolling stock located at those terminals. In addition, the Debtors continue to employ a variety of security measures, in each case tailored to the specific terminal's needs and obligations under the applicable Lease, including, *e.g.*, third-party security staffing, fencing, and regular monitoring of the site.

8. I understand that the Debtors and Ducera expect the remaining marketing and sale process of the Debtors' Leases to last for no more than two additional years and may conclude sooner. In discussing this timeline in my Declaration I referred to the Kaldenberg Declaration at Docket No. 2202, but my understanding of the foregoing was based upon conversations I have had

with Ms. Kaldenberg and her team, and that understanding remains the same as of the filing of this Supplemental Declaration.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct.

Dated: February 23, 2024

/s/ Brian Whittman

Brian Whittman

Managing Director

Alvarez & Marsal, LLC

THIS IS EXHIBIT "B"
TO THE AFFIDAVIT OF BRENNAN CALDWELL
SWORN BEFORE ME THIS 26TH DAY OF FEBRUARY, 2024

Erik Afell

Commissioner for Taking Affidavits

**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)
)	
	)	Re: Docket No. 2157

**NOTICE OF FILING OF REVISED EXHIBIT TO DEBTORS' OMNIBUS MOTION
FOR ENTRY OF AN ORDER (I) AUTHORIZING THE DEBTORS TO ASSUME
CERTAIN UNEXPIRED LEASES AND (II) GRANTING RELATED RELIEF**

PLEASE TAKE NOTICE that, on February 12, 2024, the Debtors filed the *Debtors' Omnibus Motion for Entry of an Order (I) Authorizing the Debtors to Assume Certain Unexpired Leases and (II) Granting Related Relief* [Docket No. 2157] (the "Assumption Motion").² Attached as Exhibit 1 to the proposed order on the Assumption Motion was the proposed list of Leases to be assumed.

PLEASE TAKE FURTHER NOTICE that, the Debtors have agreed with the applicable landlords to adjourn the requested relief sought in the Assumption Motion as to certain Leases. Attached hereto as **Exhibit A** is a revised list of Leases that removes the Leases for the agreed adjourned landlords (the "Revised List"). Attached as **Exhibit B** is a redline comparison of the Revised List showing changes against the original list filed with the Assumption Motion.

PLEASE TAKE FURTHER NOTICE that, the Debtors will seek entry of a proposed order to assume the Leases on the Revised List at the hearing scheduled on **February 26, 2024, at 10:30 a.m. (ET)** before the Honorable Craig T. Goldblatt, United States Bankruptcy Court Judge, at the United States Bankruptcy Court for the District of Delaware, 824 Market Street, 6th Floor, Courtroom No. 3, Wilmington, Delaware 19801 (the "Hearing").

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.

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

Dated: February 23, 2024
Wilmington, Delaware

/s/ Peter J. Keane

Laura Davis Jones (DE Bar No. 2436)
Timothy P. Cairns (DE Bar No. 4228)
Peter J. Keane (DE Bar No. 5503)
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Co-Counsel for the Debtors and Debtors in Possession

EXHIBIT A

Revised List of Leases

Schedule 1

Landlord	Lease (Address/Site #)	Cure Costs (\$)
9551930 Canada Inc.	1. 888 Belfast Road, Suite 210, Ottawa, ON K1G 0Z6 Y249	17,442
Champion Terminal Associates, LLC	1. 260 E Old Chicago Drive, Bolingbrook, IL 60440 Y318	114,297
Don Jerry X-Plo, Inc.	1. 182 Kelly Road, Plattsburgh, NY 12901 Y237	2,700
Elmira Terminal & Warehouse Corp.	1. 1620 Grand Central Avenue, Elmira, NY 14903 Y198	1,050
Exeter 1619 N Plaza, LLC	1. 1619 North Plaza Drive, Visalia, CA 93291 R866	57,264
Fifty Second Avenue Associates, Inc.	1. 410 SW 52nd Avenue, Ocala, FL 34474 Y714	7,865
Finlayson Logistics Assets LLC	1. 2021 S 51st Avenue, Phoenix, AZ 85043 Y841	80,230
Freight Line Properties, LLC	1. 2410 S 2700 W, Salt Lake City, UT 84119 Y881 ¹	2,084,795
GPT Elkridge Terminal Owner LLC	1. 6351 S Hanover Road, Elkridge, MD 21075 N113	51,220

¹ The Debtors previously rejected (effective Aug. 31, 2023) that certain Lease Agreement with Pacificorp dated as of January 1, 2020 (regarding parking at 2410 S 2700 W, Salt Lake City, UT 84119) pursuant to the Order (I) Authorizing (A) Rejection of Certain Executory Contracts and Unexpired Leases Effective as of Dates Specified Herein and (B) Abandonment of Certain Personal Property, If Any, And (II) Granting Related Relief [Docket No. 548].

Landlord	Lease (Address/Site #)	Cure Costs (\$)
GPT Deer Park Terminal Owner LLC	1. 50 Burt Drive, Deer Park, NY 11729 Y116	31,883
GPT Orlando Terminal Owner LLC	1. 1265 LaQuinta Drive, Orlando, FL 32809 Y423	59,068
Harris Real Estate Holdings, LLC	1. 1001 Stephenson Street, Norway, MI 49870 Y230	3,929
Ivey Self Storage, Inc.	1. 1305 Kirkland Rd, Raleigh, NC 27603 H622	22,053
J. L. Clark Corporation	1. 2201 6th Avenue, Charleston, WV 25312 Y292	10,500
M4 Terminals, LLC	1. 751 Nuttman Avenue, Santa Clara, CA 95054 R390	33,454
	2. 1700 Montague Expressway, San Jose, CA 95131 YOVH-SJ	48,038
Madrona Cutter, LLC and Gulsons Cutter, LLC	1. 6845 N Cutter Circle, Portland, OR 97217 Y875	125,792
North Acres Development Co., Inc.	1. 4900 N 13th Street, Terre Haute, IN 47805 Y356	2,082
Pyro Junkie Fireworks, Inc.	1. 280 Humbolt Lane, Greeneville, TN 37745 Y644	7,210

Landlord	Lease (Address/Site #)		Cure Costs (\$)
Reimer World Properties Corp.	1.	1725 Chemin Saint Francois, Dorval, PQ H9P 2S1 Y160	68,028
	2.	75 Dufferin Place SE, Calgary, AB T2C 4M2 Y626	107,560
	3.	16060 128 Avenue, Edmonton, AB T5V 1B6 Y627	64,644
	4.	920 Mackay Street, Regina, SK S4N 4X7 Y565	49,777
	5.	717 Cynthia Street, Saskatoon, SK S7L 6B7 Y566	27,261
	6.	3985 Still Creek Avenue, Burnaby, BC V5C 4E2 Y899	132,889
Roemer Way LLC	1.	223 East Roemer Way, Santa Maria, CA 93454 R834	17,695
RWP Manitoba Ltd	1.	1400 Inkster Boulevard, Winnipeg, MB R2X 2X3 Y479	261,843
Shaffer Road LLC	1.	116 Satterlee Road, DuBois, PA 15801 Y203	7,411
TFI International Inc.	1.	5945 Chemin Saint-Elie, Sherbrooke, QC J1R 0L1 Y182	10,595
TRIP Portfolio, LLC	1.	1415 S Olive Street, South Bend, IN 46619 Y312	48,001
Victoria C. Haycock	1.	1899 SE Stephens Street, Roseburg, OR 97470 R509	3,635
Watwood Investments, LLC	1.	1250 Sunset Drive, Thomasville, GA 31792 Y705	6,950

Landlord	Lease (Address/Site #)	Cure Costs (\$)
Wolverine Freight System	1. 281 Queenston Road, Niagara-On-The-Lake, ON Y258 LOS 1J0	3,418

EXHIBIT B

Redline

Schedule 1

Landlord	Lease (Address/Site #)	Cure Costs (\$)
9551930 Canada Inc.	1. 888 Belfast Road, Suite 210, Ottawa, ON K1G 0Z6 Y249	17,442
445 Hollywood Avenue, LLC	1. 445 Hollywood Avenue, South Plainfield, NJ 07080 Y122	44,000
A. Duie Pyle	1. 58 60 Page Place, Maspeth NY 13376 N107	90,727
Acheron Land Holdings ULC	1. 6130 Netherhart Road, Mississauga, ON L5T 1B7 Y268	225,750
Bel Air T.T., LLC	1. 9525 Padgett Street, San Diego, CA 92126 Y641	51,404
Champion Terminal Associates, LLC	1. 260 E Old Chicago Drive, Bolingbrook, IL 60440 Y318	114,297
Christy Real Estate, LLC	1. 241B Bliss Street, West Springfield, MA 01089 N133	27,318
Commerce Road Terminals LLC	1. 3500 W First Street, Eugene, OR 97402 R506	13,718
	2. 3215 US Highway 70, Durham, NC 27703 Y616	12,838
	3. 5550 W Cleveland Road Ext, South Bend, IN 46628 H311	79,029
	4. 1701 SW First Street, Redmond, OR 97756 R895	8,294
Crown Enterprises, Inc.	1. 70 Graham Street, McKees Rocks, PA 15136 Y213	49,036
Don Jerry X-Plo, Inc.	Y237	2,700

Landlord	Lease (Address/Site #)	Cure Costs (\$)
	1. 182 Kelly Road, Plattsburgh, NY 12901	
Elmira Terminal & Warehouse Corp.	1. 1620 Grand Central Avenue, Elmira, NY 14903 Y198	1,050
Estes Express Lines	1. 72 Second Street, Kearny, NJ 07032 Y111	92,608
	2. 11010 Reames Road, Charlotte, NC 28269 Y653	65,101
	3. 11220 Xeon Street NW, Coon Rapids, MI 55448 H424	54,437
	4. 6161 South 6th Street, Milwaukee, WI 53211 H386	50,619
	5. 400 Holland Street, Tomah, WI 54660 H396	11,901
Estes Terminals LLC	1. 1751 New Milford School Road, Rockford, IL 61109 H319	40,717
	2. 3801 Mound Road, Joliet, IL 60436 H360	77,162
Exeter 1619 N Plaza, LLC	1. 1619 North Plaza Drive, Visalia, CA 93291 R866	34,443 <u>57,264</u>
Fifty Second Avenue Associates, Inc.	1. 410 SW 52nd Avenue, Ocala, FL 34474 Y714	7,865
Finlayson Logistics Assets LLC	1. 2021 S 51st Avenue, Phoenix, AZ 85043 Y841	80,230

Landlord	Lease (Address/Site #)	Cure Costs (\$)
Freight Line Properties, LLC	1. 2410 S 2700 W, Salt Lake City, UT 84119 Y881 ¹	32,084,679 ⁵
GHV IL7 <u>GPT Elkridge Terminal Owner LLC</u>	1. 6351 S Hanover Road, Elkridge, MD 21075 N113	51,220
GPT Santa Fe Springs <u>Deer Park Terminal</u> Owner L <u>PLC</u>	1. 50 Burt Drive, Deer Park, NY 11729 Y116 2. 1265 LaQuinta Drive, Orlando, FL 32809 Y423	31,883 59,068
<u>GPT Orlando Terminal Owner LLC</u>	<u>1. 1265 LaQuinta Drive, Orlando, FL 32809</u> Y423	<u>59,068</u>
Harris Real Estate Holdings, LLC	1. 1001 Stephenson Street, Norway, MI 49870 Y230	3,929
Hawkeye Transportation	1. 2065B Alexander Avenue, Anderson, CA 96007 R512	6,000
Ivey Self Storage, Inc.	1. 1305 Kirkland Rd, Raleigh, NC 27603 H622	22,053
J. L. Clark Corporation	1. 2201 6th Avenue, Charleston, WV 25312 Y292	10,500
Jay F. Mannino Trust	1. 2451 Portico Boulevard, Calexico, CA 92231 Y840	25,000

¹ The Debtors previously rejected (effective Aug. 31, 2023) that certain Lease Agreement with Pacificorp dated as of January 1, 2020 (regarding parking at 2410 S 2700 W, Salt Lake City, UT 84119) pursuant to the Order (I) Authorizing (A) Rejection of Certain Executory Contracts and Unexpired Leases Effective as of Dates Specified Herein and (B) Abandonment of Certain Personal Property, If Any, And (II) Granting Related Relief [Docket No. 548].

Landlord	Lease (Address/Site #)		Cure Costs (\$)
M4 Terminals, LLC	1. 751 Nuttman Avenue, Santa Clara, CA 95054	R390	33,454
	2. 1700 Montague Expressway, San Jose, CA 95131	YOVH-SJ	48,038
Mad Acquisitions, LLC	1. 1665 Seibel Drive NE, Roanoke, VA 24012	Y617	5,452
Madrona Cutter, LLC and Gulsons Cutter, LLC	1. 6845 N Cutter Circle, Portland, OR 97217	Y875	125,792
MG Fishersville I, LLC	1. 53 Expo Road, Fishersville, VA 22939	Y647	9,180
NATMI LPF Bloomington, LP	1. 18298 Slover Avenue, Bloomington, CA 92315	Y830	348,491
NATMI National FX Properties, LLC	1. 19604 84th Avenue South, Kent, WA 98032	ROVH Kent	59,680
NATMI National Tampa, LLC	1. 9801 Palm River Rd, Tampa, FL 33619	Y754	47,019
NATMI National Truck Terminals, LLC	1. 28 Sterling Road, North Billerica, MA 01862	N109	81,948
	2. 10451 Colonel Court, Manassas, VA 20110	Y149	44,391
	3. 6930 Cactus Court, San Diego, CA 92154	Y808	34,311
Norstar Walker Inc.	1. 4055 Walker Road, Windsor, ON N8W 3T6	Y285	20,462
North Acres Development Co., Inc.	1. 4900 N 13th Street, Terre Haute, IN 47805	Y356	2,082
Pifer Property Holdings, LP	1. 270 Dutton Avenue, Santa Rosa, CA 95407	Y805	20,795
Pyro Junkie Fireworks, Inc.		Y644	7,210

Landlord	Lease (Address/Site #)	Cure Costs (\$)
	1. 280 Humbolt Lane, Greeneville, TN 37745	
R. L. Roberts, LLC	1. 1212 O'Neil Highway, Dunmore, PA 18512	N141 37,827
Reimer World Properties Corp.	1. 1725 Chemin Saint Francois, Dorval, PQ H9P 2S1 Y160	68,028
	2. 75 Dufferin Place SE, Calgary, AB T2C 4M2 Y626	107,560
	3. 16060 128 Avenue, Edmonton, AB T5V 1B6 Y627	64,644
	4. 920 Mackay Street, Regina, SK S4N 4X7 Y565	22,683 <u>49,777</u>
	5. 717 Cynthia Street, Saskatoon, SK S7L 6B7 Y566	257,539 <u>261</u>
	6. 3985 Still Creek Avenue, Burnaby, BC V5C 4E2 Y899	132,889
RLF Booth SPE, LLC	1. 3500 Booth Avenue, Kansas City, MO 64129	Y326 79,472
RLF I A SPE, LLC	1. 1130 South Reservoir Street, Pomona, CA 91766	Y833 32,536
RLF I C SPE, LLC	1. 14700 Smith Road, Aurora, CO 80011	Y890 73,298
RLF I Pico SPE, LLC	1. 9933 Beverly Boulevard, Pico Rivera, CA 90660	Y783 405,326
RLR Investments, LLC	1. 2843 County Road II, Neenah, WI 54956	H315 51,624
	2. 1892 Airport Industrial Park Drive, Marietta, GA 30060	Y402 124,396

Landlord	Lease (Address/Site #)		Cure Costs (\$)
Roemer Way LLC	1. 223 East Roemer Way, Santa Maria, CA 93454	R834	17,695
RWP Manitoba Ltd	1. 1400 Inkster Boulevard, Winnipeg, MB R2X 2X3	Y479	87,224 <u>261,843</u>
Shaffer Road LLC	1. 116 Satterlee Road, DuBois, PA 15801	Y203	7,411
Southeastern Freight Lines, Inc.	1. 11301 NW 134th Street, Miami, FL 33178	Y740	90,360
	2. 14549 E Admiral Place, Tulsa, OK 74116	Y532	13,123
	3. 3500 N McCall Road, McAllen, TX 78501	Y556	14,085
	4. 1317 E 38th Street, Lubbock, TX 79404	Y854	9,008
	5. 3924 South County Road 1290, Odessa, TX 79765	Y853	5,304
Terminal Logistics II Texas SPE, LP	1. 12340 E Northwest Highway, Garland, TX 75228	Y508	33,058
Terreno Clawiter LLC	1. 25555 Clawiter Road, Hayward, CA 94545	R889	68,762
Terreno Dell LLC	1. 700 Dell Road, Carlstadt, NJ 07072	Y126	69,712
TFI International Inc.	1. 5945 Chemin Saint-Elie, Sherbrooke, QC J1R 0L1	Y182	10,595
TRIP Portfolio, LLC	1. 1415 S Olive Street, South Bend, IN 46619	Y312	2348,930 <u>01</u>
Victoria C. Haycock		R509	3,635

Landlord	Lease (Address/Site #)	
	1. 1899 SE Stephens Street, Roseburg, OR 97470	
Watwood Investments, LLC	1. 1250 Sunset Drive, Thomasville, GA 31792 Y705	
Wolverine Freight System	1. 281 Queenston Road, Niagara-On-The-Lake, ON LOS 1J0 Y258	

Summary report: Litera Compare for Word 11.4.0.111 Document comparison done on 2/23/2024 6:01:40 PM	
Style name: Color (Kirkland Default)	
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Changes:	
<u>Add</u>	18
Delete	20
Move From	0
<u>Move To</u>	0
<u>Table Insert</u>	1
Table Delete	29
<u>Table moves to</u>	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	68

THIS IS EXHIBIT "C"
TO THE AFFIDAVIT OF BRENNAN CALDWELL
SWORN BEFORE ME THIS 26TH DAY OF FEBRUARY, 2024

Erik Apell

Commissioner for Taking Affidavits

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT 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, CROWN ENTERPRISES, LLC AND
ACHERON LAND HOLDINGS, ULC EXTENDING DEADLINE
TO ASSUME OR REJECT NONRESIDENTIAL REAL PROPERTY
LEASES UNDER SECTION 365(D)(4) OF THE BANKRUPTCY CODE**

The *Certification of Counsel Regarding Joint Stipulation By and Among the Debtors, Crown Enterprises, LLC, and Archeron Land Holdings, ULC Extending the Deadline to Assume or Reject Nonresidential Real Property Leases Under Section 365(d)(4) of the Bankruptcy Code* (the “Certification of Counsel”) and the *Joint Stipulation By and Among the Debtors, Crown Enterprises, LLC, and Archeron Land Holdings, ULC Extending the Deadline to Assume or Reject Nonresidential Real Property Leases Under Section 365(d)(4) of the Bankruptcy Code* (the “Stipulation”),² by and between the above-captioned debtors and debtors in possession (collectively, the “Debtors”), Crown Enterprises, LLC, and Acheron Land Holdings, ULC (f/k/a Dauntless ULC and a/k/a Crown Enterprises) (collectively “Crown Enterprises,” and together with the Debtors, the “Parties”), attached to this order (this “Order”) as **Exhibit 1**; and the district court having jurisdiction under 28 U.S.C. § 1334, which was referred to this Court 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.

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

§ 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 that this Court may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Stipulation in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having reviewed the Stipulation; 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 upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, 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.
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: February 26th, 2024
Wilmington, Delaware

CRAIG T. GOLDBLATT
UNITED STATES BANKRUPTCY JUDGE

Exhibit 1

Stipulation

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

In re:

YELLOW CORPORATION, *et al.*,¹

Debtors.

)
) Chapter 11
)

)
) Case No. 23-11069 (CTG)
)
) (Jointly Administered)
)

**JOINT STIPULATION EXTENDING DEADLINE TO
ASSUME OR REJECT NONRESIDENTIAL REAL
PROPERTY LEASES UNDER SECTION 365(D)(4) OF THE BANKRUPTCY CODE**

Yellow Corporation and its debtor affiliates as debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the “Debtors”), Crown Enterprises, LLC, and Acheron Land Holdings, ULC (f/k/a Dauntless ULC and a/k/a Crown Enterprises) (collectively “Crown Enterprises,” or “Lessor,” 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 and continuing into August 7, 2023 (as applicable to each Debtor, the “Petition Date”), 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 Southern District of Delaware (the “Court”).

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.

These chapter 11 cases are being jointly administered pursuant to Bankruptcy Rule 1015(b) [Docket No. 169].

WHEREAS, on November 13, 2023, the Court entered the *Order, Pursuant to Section 365(d)(4) of the Bankruptcy Code, Extending Time to Assume or Reject Unexpired Leases of Nonresidential Real Property* [Docket No. 1127], which extended the Debtors' deadline to assume or reject nonresidential real property leases under section 365(d)(4) of the Bankruptcy Code (the "365(d)(4) Deadline") through and including March 4, 2024.

WHEREAS, Yellow Corporation or one of its Debtor affiliates (the "Tenant") is party to prepetition leases for nonresidential real property with the Lessor regarding terminals located at: (i) 70 Graham Street, McKees Rocks, PA 15136 (Y213) and (ii) 6130 Netherhart Road, Mississauga, ON, Canada L5T 1B7 (Y268) (the "Leases").

WHEREAS, on February 12, 2024, the Debtors filed the *Debtors' Omnibus Motion for Entry of an Order (I) Authorizing the Debtors to Assume Certain Unexpired Leases and (II) Granting Related Relief* [Docket No. 2157], pursuant to which, among other things, the Debtors seek authority to assume the Leases (such Motion is referred to herein as the "Assumption Motion") with respect to the relief requested therein *solely* concerning the Leases).

WHEREAS, the objection deadline for the Assumption Motion was initially February 20, 2024, and the hearing on the Assumption Motion was initially scheduled for February 26, 2024.

WHEREAS, as the Parties are engaged in negotiations to resolve their issues concerning the Assumption Motion and the Leases consensually, the Tenant and the Lessor have mutually agreed (i) to extend the 365(d)(4) Deadline with respect to the Leases through and including March 31, 2024 (the "Extended Deadline"); (ii) to continue the objection deadline for the Assumption

Motion to March 20, 2024 (the “Continued Objection Deadline”); and (iii) to continue the hearing on the Assumption Motion to the week of March 25, 2024, subject to Court availability (the “Continued Hearing”).

WHEREAS, the Parties desire to memorialize their agreement in this Stipulation.

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’ 365(d)(4) Deadline with respect to the Leases is extended through and including the Extended Deadline; the objection deadline for the Assumption Motion is continued to the Continued Objection Deadline; and the hearing on the Assumption Motion is continued to the Continued Hearing date.

2. For the avoidance of doubt, the relief provided for in this Stipulation only applies to the Assumption Motion as it relates to the Leases.

3. The extension of time granted pursuant to this Stipulation is without prejudice to the Debtors’ rights (and Lessor’s right to oppose): (a) further extensions of the 365(d)(4) Deadline with respect to the Leases or any other executory contract or unexpired lease or (b) to seek to assume, reject, or assume and assign the Leases at any time prior to the Extended Deadline.

4. This Stipulation constitutes “prior written consent of the lessor,” as required by section 365(d)(4)(B)(ii) of the Bankruptcy Code as to the Extended Deadline, no further consent of Lessor shall be required to extend the 365(d)(4) Deadline with respect to the Lease through and including the Extended Deadline, and Lessor specifically acknowledges and agrees that this Stipulation does not constitute the Tenant’s assumption of the Leases under the Bankruptcy Code

or affect or diminish in any way the Debtors' (including the Tenant's) or the Lessor's rights under section 365.

5. Nothing contained in this Stipulation or any actions taken by the Debtors or the Lessor pursuant to 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 or the Lessor; (b) a waiver of the Debtors' or the Lessor'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 or the Lessor that any contract or lease, including the Leases, is executory or unexpired, as applicable; (e) a waiver or limitation of the Debtors' or the Lessor's rights under the Bankruptcy Code or any other applicable law, including the Debtors' right to assume, reject, and/or seek any other related relief with respect to any contract or lease and the Lessor's rights to object to or otherwise oppose the same; (f) an alteration, amendment, or other modification of the terms of the Leases; or (g) an assumption of the Leases.

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

7. 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.

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

9. The Court retains sole and exclusive jurisdiction to enforce the provisions of this Stipulation.

IN WITNESS WHEREOF, and in agreement herewith, the Parties have executed and delivered this Stipulation as of the date first set forth below.

Dated: February 23, 2024
Wilmington, Delaware

/s/ Laura Davis Jones

Laura Davis Jones (DE Bar No. 2436)
Timothy P. Cairns (DE Bar No. 4228)
Peter J. Keane (DE Bar No. 5503)
Edward Corma (DE Bar No. 6718)

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Patrick J. Nash Jr., P.C. (admitted *pro hac vice*)
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-and-

Allyson B. Smith (admitted *pro hac vice*)
**KIRKLAND & ELLIS LLP
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*Co-Counsel for the Debtors and Debtors in
Possession*

/s/ Anthony J. Kochis

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Email: akochis@wolfsonbolton.com

Counsel to Crown Enterprises

THIS IS EXHIBIT "D"
TO THE AFFIDAVIT OF BRENNAN CALDWELL
SWORN BEFORE ME THIS 26TH DAY OF FEBRUARY, 2024

Erik Apell

Commissioner for Taking Affidavits

**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)
)	
	)	Re: Docket No. 2157

**CERTIFICATION OF COUNSEL REGARDING REVISED
ORDER GRANTING DEBTORS' OMNIBUS MOTION FOR ENTRY
OF AN ORDER (I) AUTHORIZING THE DEBTORS TO ASSUME CERTAIN
UNEXPIRED LEASES AND (II) GRANTING RELATED RELIEF**

The undersigned hereby certifies the following:

1. On February 12, 2024, the debtors and debtors in possession in the above-captioned case (the “Debtors”), filed *Debtors’ Omnibus Motion for Entry of an Order (I) Authorizing the Debtors to Assume Certain Unexpired Leases and (II) Granting Related Relief* [Docket No. 2157] (the “Assumption Motion”) with the United States Bankruptcy Court for the District of Delaware (the “Court”). A proposed form of order was attached to the Assumption Motion.
2. Responses to the Assumption Motion were due on or before February 20, 2024, at 4:00 p.m. (ET) (“Objection Deadline”). The Debtors received a number of responses by the Objection Deadline.
3. On February 23, 2024, the Debtors filed the *Notice of Filing of Revised Exhibit to Debtors’ Omnibus Motion for Entry of an Order (I) Authorizing the Debtors to Assume Certain*

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.

Unexpired Leases and (II) Granting Related Relief [Docket No. 2377] attaching a Revised List of Leases that removes certain Leases for which the Debtors agreed to adjourn the requested relief in the Assumption Motion to a later date.

4. Attached hereto as **Exhibit A** is a revised form of order with the Revised List of Leases as Schedule 1 thereto (the “**Revised Order**”). The Debtors believe the Revised Order resolves all responses and objections for the Leases that are not adjourned.

5. Attached hereto as **Exhibit B** is a blackline comparison of the Revised Order against the original form of order filed with the Assumption Motion.

6. The Debtors respectfully request entry of the Revised Order, attached hereto as **Exhibit A**, at the Court’s convenience.

[Remainder of Page Intentionally Left Blank]

Dated: February 25, 2024
Wilmington, Delaware

/s/ Peter J. Keane

Laura Davis Jones (DE Bar No. 2436)
Timothy P. Cairns (DE Bar No. 4228)
Peter J. Keane (DE Bar No. 5503)
Edward A. Corma (DE Bar No. 6718)
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*Co-Counsel for the Debtors and Debtors in
Possession*

EXHIBIT A

Revised Order

**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)
)

**ORDER (A) AUTHORIZING THE DEBTORS TO ASSUME
CERTAIN UNEXPIRED LEASES AND (B) GRANTING RELATED RELIEF**

Upon the motion (the “Motion”)² of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for entry of an order (this “Order”): (a) authorizing the Debtors to assume certain unexpired leased properties, set forth in Exhibit 1 attached hereto (collectively, the “Leases”); and (b) granting related relief; all as more fully set forth in the Motion; and upon the First Day Declaration; and upon the *Declaration of Cody Leung Kaldenberg in Support of the Debtors’ Omnibus Motion for Entry of an Order (I) Authorizing the Debtors to Assume Certain Unexpired Leases and (II) Granting Related Relief*; and upon the *Declaration of Brian Whittman in Support of the Debtors’ Omnibus Motion for Entry of an Order (I) Authorizing the Debtors to Assume Certain Unexpired Leases and (II) Granting Related Relief*; and the district court having jurisdiction under 28 U.S.C. § 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 is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found that this Court may

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 the 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.

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

enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The Motion is granted as set forth herein.
2. Effective upon entry of this Order, the Leases identified on Exhibit 1 attached hereto are assumed by the applicable Debtor.
3. The Debtors have demonstrated adequate assurance of future performance and have satisfied the requirements set forth in section 365(b)(1)(C) of the Bankruptcy Code.
4. The Debtors will promptly pay the Cure Amounts identified on Exhibit 1 attached hereto.
5. Notwithstanding anything herein to the contrary, assumption of the Leases shall be effective notwithstanding any dispute over the cure required to assume the Leases in accordance with section 365(b)(1) of the Bankruptcy Code (the "Cure Costs"). Any disputed Cure Costs (after payment of the Cure Amounts) will be paid or performed promptly after the earlier of (a) the date on which Debtors and the Lease Counterparty agree to an amount or (b) the date specified in a

final and non-appealable order entered by this Court determining such amount; *provided* that the Debtors and Lease Counterparty may modify the date that the Cure Costs must be paid or performed upon mutual written agreement and without further notice or the Court's approval.

6. Upon the entry of this Order and payment of any Cure Costs in accordance with this Order, the Lease Counterparties set forth on **Exhibit 1** attached hereto shall be forever barred and enjoined from asserting against the Debtors any defaults, claims, interest, or other default penalties under the Leases arising before the date of this Order; *provided* that nothing in this Order shall preclude counterparties to the Leases from asserting claims with respect to the following: (a) obligations that accrued before the applicable Lease assumption effective date but, per the Lease terms, are due or payable after such date (including obligations to pay real estate taxes, utility bills, or common area maintenance); or (b) indemnification obligations that arise under the Leases, regardless of whether the events or omissions giving rise to such obligations occurred before or after the applicable Lease assumption effective date but so long as such amounts on account of such obligations become due and payable after the applicable Lease assumption effective date. For the avoidance of doubt, and notwithstanding anything herein to the contrary, nothing herein shall relieve the Debtor counterparty to the Leases with GPT Deer Park Terminal Owner LLC, GPT Elkridge Terminal Owner LLC, and GPT Orlando Terminal Owner LLC of any obligations under such Leases.

7. Other than the Cure Amounts, any Cure Costs determined in accordance with this Order, and the nature of the Leases as being valid, enforceable and constituting "unexpired leases" within the meaning of the Bankruptcy Code, nothing contained herein is intended, or should be construed, as: (a) an admission as to the validity of any prepetition claim against any Debtor; (b) a waiver of any parties in interest's right to dispute any prepetition claim on any grounds; (c) a

promise or requirement to pay any prepetition claim; or (d) a waiver of the Debtors' rights under the Bankruptcy Code or any other applicable law.

8. For the avoidance of doubt, nothing included in or omitted from the Motion or this Order, nor any payment made pursuant to this Order, shall impair, serve to impair, prejudice, waive or otherwise affect the rights of the Debtors and their estates, subject to appropriate notice and a hearing and this Court's approval unless otherwise agreed to in writing by the parties, to assign the Leases pursuant to, and in accordance with, the requirements of section 365 of the Bankruptcy Code, including without limitation, providing adequate assurance of future performance by any proposed assignee. For the avoidance of doubt, any such assignment may be effected notwithstanding any Lease provision that prohibits, restricts or conditions assignment to the fullest extent permitted under section 365(f) of the Bankruptcy Code.

9. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Motion.

10. This Order shall be deemed to constitute a separate order with respect to each contract and lease governed hereby.

11. This Court retains jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

Exhibit 1

Leases

Schedule 1

Landlord	Lease (Address/Site #)	Cure Costs (\$)
9551930 Canada Inc.	1. 888 Belfast Road, Suite 210, Ottawa, ON K1G 0Z6 Y249	17,442
Champion Terminal Associates, LLC	1. 260 E Old Chicago Drive, Bolingbrook, IL 60440 Y318	114,297
Don Jerry X-Plo, Inc.	1. 182 Kelly Road, Plattsburgh, NY 12901 Y237	2,700
Elmira Terminal & Warehouse Corp.	1. 1620 Grand Central Avenue, Elmira, NY 14903 Y198	1,050
Exeter 1619 N Plaza, LLC	1. 1619 North Plaza Drive, Visalia, CA 93291 R866	57,264
Fifty Second Avenue Associates, Inc.	1. 410 SW 52nd Avenue, Ocala, FL 34474 Y714	7,865
GPT Elkridge Terminal Owner LLC ¹	1. 6351 S Hanover Road, Elkridge, MD 21075 N113	51,220
GPT Deer Park Terminal Owner LLC ²	1. 50 Burt Drive, Deer Park, NY 11729 Y116	31,883

¹ GPT Elkridge Terminal Owner LLC filed an objection [Docket No. 2236] asserting \$129,706.51 and Repair Obligations (as defined therein) as the required cure; the Debtors do not dispute \$51,220 and continue to discuss and reconcile the remaining \$78,486.51 and Repair Obligations with GPT Elkridge Terminal Owner LLC. All rights of both parties with respect to the \$78,486.51 and Repair Obligations are reserved.

² GPT Deer Park Terminal Owner LLC filed an objection [Docket No. 2236] asserting \$153,783.03 and Repair Obligations (as defined therein) as the required cure; the Debtors do not dispute \$31,883 and continue to discuss and reconcile the remaining \$121,900.03 and Repair Obligations with GPT Deer Park Terminal Owner LLC. All rights of both parties with respect to the \$121,900.03 and Repair Obligations are reserved.

Landlord	Lease (Address/Site #)	Cure Costs (\$)
GPT Orlando Terminal Owner LLC ³	1. 1265 LaQuinta Drive, Orlando, FL 32809 Y423	59,068
Harris Real Estate Holdings, LLC	1. 1001 Stephenson Street, Norway, MI 49870 Y230	3,929
Ivey Self Storage, Inc.	1. 1305 Kirkland Rd, Raleigh, NC 27603 H622	22,053
J. L. Clark Corporation	1. 2201 6th Avenue, Charleston, WV 25312 Y292	10,500
Madrona Cutter, LLC and Gulsons Cutter, LLC	1. 6845 N Cutter Circle, Portland, OR 97217 Y875	125,792
North Acres Development Co., Inc.	1. 4900 N 13th Street, Terre Haute, IN 47805 Y356	2,082
Pyro Junkie Fireworks, Inc.	1. 280 Humbolt Lane, Greeneville, TN 37745 Y644	7,210

³ GPT Orlando Terminal Owner LLC filed an objection [Docket No. 2236] asserting \$262,636.73 and Repair Obligations (as defined therein) as the required cure; the Debtors do not dispute \$43,645.02 and continue to discuss and reconcile the remaining \$218,991.71 and Repair Obligations with GPT Orlando Terminal Owner LLC. All rights of both parties with respect to the \$218,991.71 and Repair Obligations are reserved.

Landlord	Lease (Address/Site #)		Cure Costs (\$)
Reimer World Properties Corp.	1.	1725 Chemin Saint Francois, Dorval, PQ H9P 2S1 Y160	68,028
	2.	75 Dufferin Place SE, Calgary, AB T2C 4M2 Y626	107,560
	3.	16060 128 Avenue, Edmonton, AB T5V 1B6 Y627	64,644
	4.	920 Mackay Street, Regina, SK S4N 4X7 Y565	49,777
	5.	717 Cynthia Street, Saskatoon, SK S7L 6B7 Y566	27,261
	6.	3985 Still Creek Avenue, Burnaby, BC V5C 4E2 Y899	132,889
Roemer Way LLC	1.	223 East Roemer Way, Santa Maria, CA 93454 R834	17,695
RWP Manitoba Ltd	1.	1400 Inkster Boulevard, Winnipeg, MB R2X 2X3 Y479	261,843
Shaffer Road LLC	1.	116 Satterlee Road, DuBois, PA 15801 Y203	7,411
TFI International Inc.	1.	5945 Chemin Saint-Elie, Sherbrooke, QC J1R 0L1 Y182	10,595
TRIP Portfolio, LLC	1.	1415 S Olive Street, South Bend, IN 46619 Y312	48,001
Victoria C. Haycock	1.	1899 SE Stephens Street, Roseburg, OR 97470 R509	3,635
Watwood Investments, LLC	1.	1250 Sunset Drive, Thomasville, GA 31792 Y705	6,950

Landlord	Lease (Address/Site #)	Cure Costs (\$)
Wolverine Freight System	1. 281 Queenston Road, Niagara-On-The-Lake, ON LOS 1J0 Y258	3,418

EXHIBIT B

Blackline

**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)
)

**ORDER (A) AUTHORIZING THE DEBTORS TO ASSUME
CERTAIN UNEXPIRED LEASES AND (B) GRANTING RELATED RELIEF**

Upon the motion (the “Motion”)²² of the above-captioned debtors and debtors
in possession

(collectively, the “Debtors”) for entry of an order (this “Order”): (a) authorizing the
Debtors to

~~assume to~~ assume certain unexpired leased properties, set forth in **Exhibit 1** attached
hereto

(collectively, the “Leases”); and (b) granting related relief; all as more fully set forth
in the Motion;

and upon the First Day Declaration; and upon the *Declaration of ~~Jon Cremeans~~ Cody
Leung Kaldenberg in Support of the Debtors’ Omnibus Motion for Entry of an Order (I)
Authorizing the Debtors to Assume Certain Unexpired Leases and (II) Granting Related Relief;
and upon the Declaration of Brian Whittman in Support of the Debtors’ Omnibus Motion for*

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 the 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.

²² Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Motion.

Entry of an Order (I) Authorizing the Debtors to Assume Certain Unexpired Leases and (II) Granting Related Relief; and the district court having jurisdiction under 28 U.S.C. § 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 is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found that this Court may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The Motion is granted as set forth herein.

2. ~~The Debtors are authorized to assume~~ Effective upon entry of this Order, the Leases identified on **Exhibit 1** attached hereto are assumed by the applicable Debtor.

~~hereto.~~

3. The Debtors have demonstrated adequate assurance of future performance and have satisfied the requirements set forth in section 365(b)(1)(C) of the Bankruptcy Code.

4. The Debtors will promptly pay the Cure Amounts identified on **Exhibit 1** attached

hereto.

5. Notwithstanding anything herein to the contrary, assumption of the Leases shall be effective notwithstanding any dispute over the cure required to assume the Leases in accordance with section 365(b)(1) of the Bankruptcy Code (the “Cure eCosts”). Any disputed eCure eCosts (after payment of the Cure Amounts) will be paid or performed promptly after the earlier of (a) the date on which Debtors and the Lease Counterparty agree to an amount or (b) the date specified in a final and non-appealable order entered by this Court determining such amount; provided that the Debtors and Lease Counterparty may modify the date that the Cure Costs must be paid or performed upon mutual written agreement and without further notice or the Court’s approval.

6. Upon the entry of this Order and payment of any Cure Costs in accordance with this Order, the Lease Counterparties set forth on **Exhibit 1** attached hereto shall be forever barred and enjoined from asserting against the Debtors any defaults, claims, interest, or other default penalties under the Leases arising before the date of this Order; provided that nothing in this Order shall preclude counterparties to the Leases from asserting claims with respect to the following: (a) obligations that accrued before the applicable Lease assumption effective date but, per the Lease terms, are due or payable after such date (including obligations to pay real estate taxes, utility bills, or common area maintenance); or (b) indemnification obligations that arise under the Leases, regardless of whether the events or omissions giving rise to such obligations occurred before or after the applicable Lease assumption effective date but so long as such amounts on account of such obligations become due and payable after the applicable Lease assumption effective date. For the avoidance of doubt, and notwithstanding anything herein to the contrary, nothing herein shall relieve the Debtor counterparty to the Leases with GPT Deer

Park Terminal Owner LLC, GPT Elkridge Terminal Owner LLC, and GPT Orlando Terminal Owner LLC of any obligations under such Leases.

7. Other than the Cure Amounts, any Cure Costs determined in accordance with this Order, and the nature of the Leases as being valid, enforceable and constituting “unexpired leases”

within the meaning of the Bankruptcy Code, ~~Nothing~~ nothing contained herein is intended, or should be construed, as: (a) an admission as to the validity of any prepetition claim against any Debtor; (b) a waiver of ~~the Debtors’~~ any parties in interest’s right to dispute any prepetition claim on any grounds; (c) a promise or requirement to pay any prepetition claim; or (d) ~~an implication or admission that any particular claim is of a type specified or defined in the Motion or this Order;~~ or (e) a waiver of the Debtors’ rights under the Bankruptcy Code or any other applicable law.

~~8. To the extent applicable, the Debtors may assign each Lease in accordance with sections 363 and 365 of the Bankruptcy Code, and any provisions in any Lease that prohibit or condition the assignment of such Lease or allow the party to such Lease to terminate, recapture, impose any penalty, condition renewal or extension, or modify any term or condition upon the assignment of such Lease, constitute unenforceable anti-assignment provisions which are void and of no force and effect.~~

8. For the avoidance of doubt, nothing included in or omitted from the Motion or this Order, nor any payment made pursuant to this Order, shall impair, serve to impair, prejudice, waive or otherwise affect the rights of the Debtors and their estates, subject to appropriate notice and a hearing and this Court's approval unless otherwise agreed to in writing by the parties, to assign the Leases pursuant to, and in accordance with, the requirements of section 365 of the Bankruptcy Code, including without limitation, providing adequate assurance of future

performance by any proposed assignee. For the avoidance of doubt, any such assignment may be effected notwithstanding any Lease provision that prohibits, restricts or conditions assignment to the fullest extent permitted under section 365(f) of the Bankruptcy Code.

9. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Motion.

10. This Order shall be deemed to constitute a separate order with respect to each contract and lease governed hereby.

11. This Court retains jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

Schedule 1

Landlord	Lease (Address/Site #)	Cure Costs (\$)
9551930 Canada Inc.	1. 888 Belfast Road, Suite 210, Ottawa, ON K1G 0Z6 Y249	17,442
445 Hollywood Avenue, LLC	1. 445 Hollywood Avenue, South Plainfield, NJ 07080 Y122	44,000
A. Duie Pyle	1. 58 60 Page Place, Maspeth NY 13376 N107	90,727
Acheron Land Holdings ULC	1. 6130 Netherhart Road, Mississauga, ON L5T 1B7 Y268	225,750
Bel Air T.T., LLC	1. 9525 Padgett Street, San Diego, CA 92126 Y641	51,404
Champion Terminal Associates, LLC	1. 260 E Old Chicago Drive, Bolingbrook, IL 60440 Y318	114,297
Christy Real Estate, LLC	1. 241B Bliss Street, West Springfield, MA 01089 N133	27,318
Commerce Road Terminals LLC	1. 3500 W First Street, Eugene, OR 97402 R506	13,718
	2. 3215 US Highway 70, Durham, NC 27703 Y616	12,838
	3. 5550 W Cleveland Road Ext, South Bend, IN 46628 H311	79,029
	4. 1701 SW First Street, Redmond, OR 97756 R895	8,294
Crown Enterprises, Inc.	1. 70 Graham Street, McKees Rocks, PA 15136 Y213	49,036

Landlord	Lease (Address/Site #)		Cure Costs (\$)
Don Jerry X-Plo, Inc.	1. 182 Kelly Road, Plattsburgh, NY 12901	Y237	2,700
Elmira Terminal & Warehouse Corp.	1. 1620 Grand Central Avenue, Elmira, NY 14903	Y198	1,050
Estes Express Lines	1. 72 Second Street, Kearny, NJ 07032	Y111	92,608
	2. 11010 Reames Road, Charlotte, NC 28269	Y653	65,101
	3. 11220 Xeon Street NW, Coon Rapids, MI 55448	H424	54,437
	4. 6161 South 6th Street, Milwaukee, WI 53211	H386	50,619
	5. 400 Holland Street, Tomah, WI 54660	H396	11,901
Estes Terminals LLC	1. 1751 New Milford School Road, Rockford, IL 61109	H319	40,717
	2. 3801 Mound Road, Joliet, IL 60436	H360	77,162
Exeter 1619 N Plaza, LLC	1. 1619 North Plaza Drive, Visalia, CA 93291	R866	34,443 <u>57,264</u>
Fifty Second Avenue Associates, Inc.	1. 410 SW 52nd Avenue, Ocala, FL 34474	Y714	7,865
Finlayson Logistics Assets LLC	1. 2021 S 51st Avenue, Phoenix, AZ 85043	Y841	80,230
Freight Line Properties, LLC	1. 2410 S 2700 W, Salt Lake City, UT 84119	Y881	38,690
GIV IL7 <u>GPT Elkrigde Terminal Owner LLC</u>	<u>GPT Elkrigde Terminal Owner LLC filed an objection [Docket No. 2236] asserting \$129,706.51 and Repair Obligations (as defined therein) as the required cure; the Debtors do not dispute \$51,220 and continue to discuss and reconcile the remaining \$78,486.51 and Repair Obligations with GPT Elkrigde Terminal Owner LLC. All rights of both</u>		

Landlord	Lease (Address/Site #)		Cure Costs (\$)
	1. 6351 S Hanover Road, Elkridge, MD 21075	N113	51,220
GPT Santa Fe Springs <u>Deer Park</u> <u>Terminal</u> Owner LP <u>LLC</u> ²	1. 50 Burt Drive, Deer Park, NY 11729 2. 1265 LaQuinta Drive, Orlando, FL 32809	Y116 Y423	31,883 59,068
<u>GPT Orlando Terminal Owner LLC</u> ³	1. <u>1265 LaQuinta Drive, Orlando, FL 32809</u>	<u>Y423</u>	<u>59,068</u>
Harris Real Estate Holdings, LLC	1. 1001 Stephenson Street, Norway, MI 49870	Y230	3,929

do not dispute \$51,220 and continue to discuss and reconcile the remaining \$78,486.51 and Repair Obligations with GPT Elkridge Terminal Owner LLC. All rights of both parties with respect to the \$78,486.51 and Repair Obligations are reserved.

² GPT Deer Park Terminal Owner LLC filed an objection [Docket No. 2236] asserting \$153,783.03 and Repair Obligations (as defined therein) as the required cure; the Debtors do not dispute \$31,883 and continue to discuss and reconcile the remaining \$121,900.03 and Repair Obligations with GPT Deer Park Terminal Owner LLC. All rights of both parties with respect to the \$121,900.03 and Repair Obligations are reserved.

³ GPT Orlando Terminal Owner LLC filed an objection [Docket No. 2236] asserting \$262,636.73 and Repair Obligations (as defined therein) as the required cure; the Debtors do not dispute \$43,645.02 and continue to discuss and reconcile the remaining \$218,991.71 and Repair Obligations with GPT Orlando Terminal Owner LLC. All rights of both parties with respect to the \$218,991.71 and Repair Obligations are reserved.

Landlord	Lease (Address/Site #)	Cure Costs (\$)
Hawkeye Transportation	1. 2065B Alexander Avenue, Anderson, CA 96007 R512	6,000
Ivey Self Storage, Inc.	1. 1305 Kirkland Rd, Raleigh, NC 27603 H622	22,053
J. L. Clark Corporation	1. 2201 6th Avenue, Charleston, WV 25312 Y292	10,500
Jay F. Mannino Trust	1. 2451 Portico Boulevard, Calexico, CA 92231 Y840	25,000
M4 Terminals, LLC	1. 751 Nuttman Avenue, Santa Clara, CA 95054 R390 2. 1700 Montague Expressway, San Jose, CA 95131 YOVH SJ	33,454 48,038
Mad Acquisitions, LLC	1. 1665 Seibel Drive NE, Roanoke, VA 24012 Y617	5,452
Madrona Cutter, LLC and Gulsons Cutter, LLC	1. 6845 N Cutter Circle, Portland, OR 97217 Y875	125,792
MG Fishersville I, LLC	1. 53 Expo Road, Fishersville, VA 22939 Y647	9,180
NATMI LPF Bloomington, LP	1. 18298 Slover Avenue, Bloomington, CA 92315 Y830	348,491
NATMI National FX Properties, LLC	1. 19604 84th Avenue South, Kent, WA 98032 ROVH Kent	59,680
NATMI National Tampa, LLC	1. 9801 Palm River Rd, Tampa, FL 33619 Y754	47,019
NATMI National Truck Terminals, LLC	1. 28 Sterling Road, North Billerica, MA 01862 N109 2. 10451 Colonel Court, Manassas, VA 20110 Y149	81,948 44,391

Landlord	Lease (Address/Site #)		Cure Costs (\$)
	3. 6930 Cactus Court, San Diego, CA 92154	Y808	34,311
Norstar Walker Inc.	1. 4055 Walker Road, Windsor, ON N8W 3T6	Y285	20,462
North Acres Development Co., Inc.	1. 4900 N 13th Street, Terre Haute, IN 47805	Y356	2,082
Pifer Property Holdings, LP	1. 270 Dutton Avenue, Santa Rosa, CA 95407	Y805	20,795
Pyro Junkie Fireworks, Inc.	1. 280 Humbolt Lane, Greeneville, TN 37745	Y644	7,210
R. L. Roberts, LLC	1. 1212 O'Neil Highway, Dunmore, PA 18512	N141	37,827
Reimer World Properties Corp.	1. 1725 Chemin Saint Francois, Dorval, PQ H9P 2S1	Y160	68,028
	2. 75 Dufferin Place SE, Calgary, AB T2C 4M2	Y626	107,560
	3. 16060 128 Avenue, Edmonton, AB T5V 1B6	Y627	64,644
	4. 920 Mackay Street, Regina, SK S4N 4X7	Y565	22,683 <u>49,777</u>
	5. 717 Cynthia Street, Saskatoon, SK S7L 6B7	Y566	257,539 <u>261</u>
	6. 3985 Still Creek Avenue, Burnaby, BC V5C 4E2	Y899	132,889
RLF Booth SPE, LLC	1. 3500 Booth Avenue, Kansas City, MO 64129	Y326	79,472

Landlord	Lease (Address/Site #)		Cure Costs (\$)
RLF I A SPE, LLC	1. 1130 South Reservoir Street, Pomona, CA 91766	¥833	32,536
RLF I C SPE, LLC	1. 14700 Smith Road, Aurora, CO 80011	¥890	73,298
RLF I Pico SPE, LLC	1. 9933 Beverly Boulevard, Pico Rivera, CA 90660	¥783	405,326
RLR Investments, LLC	1. 2843 County Road II, Neenah, WI 54956	H315	51,624
	2. 1892 Airport Industrial Park Drive, Marietta, GA 30060	¥402	124,396
Roemer Way LLC	1. 223 East Roemer Way, Santa Maria, CA 93454	R834	17,695
RWP Manitoba Ltd	1. 1400 Inkster Boulevard, Winnipeg, MB R2X 2X3	Y479	87,224 <u>261,843</u>
Shaffer Road LLC	1. 116 Satterlee Road, DuBois, PA 15801	Y203	7,411
Southeastern Freight Lines, Inc.	1. 11301 NW 134th Street, Miami, FL 33178	¥740	90,360
	2. 14549 E Admiral Place, Tulsa, OK 74116	¥532	13,123
	3. 3500 N McColl Road, McAllen, TX 78501	¥556	14,085
	4. 1317 E 38th Street, Lubbock, TX 79404	¥854	9,008
	5. 3924 South County Road 1290, Odessa, TX 79765	¥853	5,304

Landlord	Lease (Address/Site #)	Cure Costs (\$)
Terminal Logistics II Texas SPE, LP	1. 12340 E Northwest Highway, Garland, TX 75228 Y508	33,058
Terreno Clawiter LLC	1. 25555 Clawiter Road, Hayward, CA 94545 R889	68,762
Terreno Dell LLC	1. 700 Dell Road, Carlstadt, NJ 07072 Y126	69,712
TFI International Inc.	1. 5945 Chemin Saint-Elie, Sherbrooke, QC J1R 0L1 Y182	10,595
TRIP Portfolio, LLC	1. 1415 S Olive Street, South Bend, IN 46619 Y312	2348,930 01
Victoria C. Haycock	1. 1899 SE Stephens Street, Roseburg, OR 97470 R509	3,635
Watwood Investments, LLC	1. 1250 Sunset Drive, Thomasville, GA 31792 Y705	6,950
Wolverine Freight System	1. 281 Queenston Road, Niagara-On-The-Lake, ON L0S 1J0 Y258	3,418

Summary report: Litera Compare for Word 11.4.0.111 Document comparison done on 2/25/2024 6:23:16 PM	
Style name: Color (Kirkland Default)	
Intelligent Table Comparison: Active	
Original DMS: iw://dms.kirkland.com/LEGAL/105120769/1	
Modified DMS: iw://dms.kirkland.com/LEGAL/105120769/10	
Changes:	
<u>Add</u>	17
Delete	16
Move From	0
<u>Move To</u>	0
<u>Table Insert</u>	1
Table Delete	32
<u>Table moves to</u>	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	66

THIS IS EXHIBIT "E"
TO THE AFFIDAVIT OF BRENNAN CALDWELL
SWORN BEFORE ME THIS 26TH DAY OF FEBRUARY, 2024

Erik Apell

Commissioner for Taking Affidavits

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

In re: YELLOW CORPORATION, <i>et al.</i> , ¹ Debtors.)))))))	Chapter 11 Case No. 23-11069 (CTG) (Jointly Administered) Re: Docket No. 2157
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**ORDER (A) AUTHORIZING THE DEBTORS TO ASSUME
CERTAIN UNEXPIRED LEASES AND (B) GRANTING RELATED RELIEF**

Upon the motion (the “Motion”)² of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for entry of an order (this “Order”): (a) authorizing the Debtors to assume certain unexpired leased properties, set forth in **Exhibit 1** attached hereto (collectively, the “Leases”); and (b) granting related relief; all as more fully set forth in the Motion; and upon the First Day Declaration; and upon the *Declaration of Cody Leung Kaldenberg in Support of the Debtors’ Omnibus Motion for Entry of an Order (I) Authorizing the Debtors to Assume Certain Unexpired Leases and (II) Granting Related Relief*; and upon the *Declaration of Brian Whittman in Support of the Debtors’ Omnibus Motion for Entry of an Order (I) Authorizing the Debtors to Assume Certain Unexpired Leases and (II) Granting Related Relief*; and the district court having jurisdiction under 28 U.S.C. § 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 is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found that this Court may

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 the 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.

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

enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The Motion is granted as set forth herein.
2. Effective upon entry of this Order, the Leases identified on Exhibit 1 attached hereto are assumed by the applicable Debtor.
3. The Debtors have demonstrated adequate assurance of future performance and have satisfied the requirements set forth in section 365(b)(1)(C) of the Bankruptcy Code.
4. The Debtors will promptly pay the Cure Amounts identified on Exhibit 1 attached hereto.
5. Notwithstanding anything herein to the contrary, assumption of the Leases shall be effective notwithstanding any dispute over the cure required to assume the Leases in accordance with section 365(b)(1) of the Bankruptcy Code (the "Cure Costs"). Any disputed Cure Costs (after payment of the Cure Amounts) will be paid or performed promptly after the earlier of (a) the date on which Debtors and the Lease Counterparty agree to an amount or (b) the date specified in a

final and non-appealable order entered by this Court determining such amount; *provided* that the Debtors and Lease Counterparty may modify the date that the Cure Costs must be paid or performed upon mutual written agreement and without further notice or the Court's approval.

6. Upon the entry of this Order and payment of any Cure Costs in accordance with this Order, the Lease Counterparties set forth on **Exhibit 1** attached hereto shall be forever barred and enjoined from asserting against the Debtors any defaults, claims, interest, or other default penalties under the Leases arising before the date of this Order; *provided* that nothing in this Order shall preclude counterparties to the Leases from asserting claims with respect to the following: (a) obligations that accrued before the applicable Lease assumption effective date but, per the Lease terms, are due or payable after such date (including obligations to pay real estate taxes, utility bills, or common area maintenance); or (b) indemnification obligations that arise under the Leases, regardless of whether the events or omissions giving rise to such obligations occurred before or after the applicable Lease assumption effective date but so long as such amounts on account of such obligations become due and payable after the applicable Lease assumption effective date. For the avoidance of doubt, and notwithstanding anything herein to the contrary, nothing herein shall relieve the Debtor counterparty to the Leases with GPT Deer Park Terminal Owner LLC, GPT Elkridge Terminal Owner LLC, and GPT Orlando Terminal Owner LLC of any obligations under such Leases.

7. Other than the Cure Amounts, any Cure Costs determined in accordance with this Order, and the nature of the Leases as being valid, enforceable and constituting "unexpired leases" within the meaning of the Bankruptcy Code, nothing contained herein is intended, or should be construed, as: (a) an admission as to the validity of any prepetition claim against any Debtor; (b) a waiver of any parties in interest's right to dispute any prepetition claim on any grounds; (c) a

promise or requirement to pay any prepetition claim; or (d) a waiver of the Debtors' rights under the Bankruptcy Code or any other applicable law.

8. For the avoidance of doubt, nothing included in or omitted from the Motion or this Order, nor any payment made pursuant to this Order, shall impair, serve to impair, prejudice, waive or otherwise affect the rights of the Debtors and their estates, subject to appropriate notice and a hearing and this Court's approval unless otherwise agreed to in writing by the parties, to assign the Leases pursuant to, and in accordance with, the requirements of section 365 of the Bankruptcy Code, including without limitation, providing adequate assurance of future performance by any proposed assignee. For the avoidance of doubt, any such assignment may be effected notwithstanding any Lease provision that prohibits, restricts or conditions assignment to the fullest extent permitted under section 365(f) of the Bankruptcy Code.

9. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Motion.

10. This Order shall be deemed to constitute a separate order with respect to each contract and lease governed hereby.

11. This Court retains jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.



Dated: February 26th, 2024
Wilmington, Delaware

CRAIG T. GOLDBLATT
UNITED STATES BANKRUPTCY JUDGE

Exhibit 1

Leases

Schedule 1

Landlord	Lease (Address/Site #)	Cure Costs (\$)
9551930 Canada Inc.	1. 888 Belfast Road, Suite 210, Ottawa, ON K1G 0Z6 Y249	17,442
Champion Terminal Associates, LLC	1. 260 E Old Chicago Drive, Bolingbrook, IL 60440 Y318	114,297
Don Jerry X-Plo, Inc.	1. 182 Kelly Road, Plattsburgh, NY 12901 Y237	2,700
Elmira Terminal & Warehouse Corp.	1. 1620 Grand Central Avenue, Elmira, NY 14903 Y198	1,050
Exeter 1619 N Plaza, LLC	1. 1619 North Plaza Drive, Visalia, CA 93291 R866	57,264
Fifty Second Avenue Associates, Inc.	1. 410 SW 52nd Avenue, Ocala, FL 34474 Y714	7,865
GPT Elkridge Terminal Owner LLC ¹	1. 6351 S Hanover Road, Elkridge, MD 21075 N113	51,220
GPT Deer Park Terminal Owner LLC ²	1. 50 Burt Drive, Deer Park, NY 11729 Y116	31,883

¹ GPT Elkridge Terminal Owner LLC filed an objection [Docket No. 2236] asserting \$129,706.51 and Repair Obligations (as defined therein) as the required cure; the Debtors do not dispute \$51,220 and continue to discuss and reconcile the remaining \$78,486.51 and Repair Obligations with GPT Elkridge Terminal Owner LLC. All rights of both parties with respect to the \$78,486.51 and Repair Obligations are reserved.

² GPT Deer Park Terminal Owner LLC filed an objection [Docket No. 2236] asserting \$153,783.03 and Repair Obligations (as defined therein) as the required cure; the Debtors do not dispute \$31,883 and continue to discuss and reconcile the remaining \$121,900.03 and Repair Obligations with GPT Deer Park Terminal Owner LLC. All rights of both parties with respect to the \$121,900.03 and Repair Obligations are reserved.

Landlord	Lease (Address/Site #)	Cure Costs (\$)
GPT Orlando Terminal Owner LLC ³	1. 1265 LaQuinta Drive, Orlando, FL 32809 Y423	59,068
Harris Real Estate Holdings, LLC	1. 1001 Stephenson Street, Norway, MI 49870 Y230	3,929
Ivey Self Storage, Inc.	1. 1305 Kirkland Rd, Raleigh, NC 27603 H622	22,053
J. L. Clark Corporation	1. 2201 6th Avenue, Charleston, WV 25312 Y292	10,500
Madrona Cutter, LLC and Gulsons Cutter, LLC	1. 6845 N Cutter Circle, Portland, OR 97217 Y875	125,792
North Acres Development Co., Inc.	1. 4900 N 13th Street, Terre Haute, IN 47805 Y356	2,082
Pyro Junkie Fireworks, Inc.	1. 280 Humbolt Lane, Greeneville, TN 37745 Y644	7,210

³ GPT Orlando Terminal Owner LLC filed an objection [Docket No. 2236] asserting \$262,636.73 and Repair Obligations (as defined therein) as the required cure; the Debtors do not dispute \$43,645.02 and continue to discuss and reconcile the remaining \$218,991.71 and Repair Obligations with GPT Orlando Terminal Owner LLC. All rights of both parties with respect to the \$218,991.71 and Repair Obligations are reserved.

Landlord	Lease (Address/Site #)		Cure Costs (\$)
Reimer World Properties Corp.	1.	1725 Chemin Saint Francois, Dorval, PQ H9P 2S1 Y160	68,028
	2.	75 Dufferin Place SE, Calgary, AB T2C 4M2 Y626	107,560
	3.	16060 128 Avenue, Edmonton, AB T5V 1B6 Y627	64,644
	4.	920 Mackay Street, Regina, SK S4N 4X7 Y565	49,777
	5.	717 Cynthia Street, Saskatoon, SK S7L 6B7 Y566	27,261
	6.	3985 Still Creek Avenue, Burnaby, BC V5C 4E2 Y899	132,889
Roemer Way LLC	1.	223 East Roemer Way, Santa Maria, CA 93454 R834	17,695
RWP Manitoba Ltd	1.	1400 Inkster Boulevard, Winnipeg, MB R2X 2X3 Y479	261,843
Shaffer Road LLC	1.	116 Satterlee Road, DuBois, PA 15801 Y203	7,411
TFI International Inc.	1.	5945 Chemin Saint-Elie, Sherbrooke, QC J1R 0L1 Y182	10,595
TRIP Portfolio, LLC	1.	1415 S Olive Street, South Bend, IN 46619 Y312	48,001
Victoria C. Haycock	1.	1899 SE Stephens Street, Roseburg, OR 97470 R509	3,635
Watwood Investments, LLC	1.	1250 Sunset Drive, Thomasville, GA 31792 Y705	6,950

Landlord	Lease (Address/Site #)	Cure Costs (\$)
Wolverine Freight System	1. 281 Queenston Road, Niagara-On-The-Lake, ON LOS 1J0 Y258	3,418

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

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

Proceeding commenced at Toronto

**AFFIDAVIT OF BRENNAN CALDWELL
(Sworn February 26, 2024)**

GOODMANS LLP

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Lawyers for the Applicant