**Court File No./N° du dossier du greffe :** CV-23-00704038-00CL

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

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

| | | |
|---|---|---|
| THE HONOURABLE CHIEF | ) | WEDNESDAY, THE 19TH |
| | ) | |
| JUSTICE MORAWETZ | ) | DAY OF JUNE, 2024 |

**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

**SIXTH 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 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 certain orders made in the Foreign Proceeding, was heard this day by videoconference in Toronto, Ontario.

**ON READING** the Notice of Motion, the affidavit of Matthew A. Doheny sworn June 12, 2024 (the "**Seventh Doheny Affidavit**"), and the sixth report of Alvarez & Marsal Canada Inc., in its capacity as information officer (the "**Information Officer**"), each 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 June 13, 2024:

## 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**").

## RECOGNITION OF LIENHOLDER ROLLING STOCK SETTLEMENT ORDER

3. **THIS COURT ORDERS** that the *Order (I) Approving the Settlement Agreements By and Among the Debtors and Certain Possessory Lienholders and (II) Granting Related Relief* (the "**Lienholder Rolling Stock Settlement 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 Lienholder Rolling Stock Settlement 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 Canada Company, YRC Logistics Inc., USF Holland International Sales Corporation and 1105481 Ontario Inc. (the "**Canadian Debtors**") are hereby authorized to transfer title of the Lienholder Rolling Stock Assets (as defined in the Lienholder Rolling Stock Settlement Order) referenced on Exhibit A to the Davidson Protruck Settlement Agreement (as defined

in the Seventh Doheny Affidavit) to Davidson Protruck Inc., *nunc pro tunc*, in accordance with the Lienholder Rolling Stock Settlement Order.

**GENERAL**

5. **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.

6. **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.

7. **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.

C.J.

Chief Justice G. B. Morawetz

# SCHEDULE A

# LIENHOLDER ROLLING STOCK SETTLEMENT ORDER

[Attached]

Electronically issued / Délivré par voie électronique : 20-Jun-2024
Toronto Superior Court of Justice / Cour supérieure de justice
**Court File No./N° du dossier du greffe :** CV-23-00704038-00CL

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

| | | |
|---|---|---|
| In re: | ) | Chapter 11 |
| YELLOW CORPORATION, *et al.*,[1] | ) | Case No. 23-11069 (CTG) |
| Debtors. | ) | (Jointly Administered) |
| | ) | **Re: Docket No. 3358** |

**ORDER (I) APPROVING THE SETTLEMENT AGREEMENTS BY AND AMONG THE DEBTORS AND CERTAIN POSSESSORY LIENHOLDERS AND (II) 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 final order (this "Order"), (a) authorizing the Debtors to enter into the Settlement Agreements attached hereto as **Exhibit 1** though **Exhibit 7,** and (b) granting related relief, all as more fully set forth in the Motion; and upon the Whittman Declaration; and upon the Burke Declaration; 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

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.

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 Settlement Agreements, including all terms and conditions therein, are approved in all respects.

3. The Debtors and each respective Possessory Lienholder are authorized to perform all obligations under the respective Settlement Agreements.

4. Pursuant to sections 105(a), 363(b), and 363(f) of the Bankruptcy Code, the Debtors are authorized to transfer the Lienholder Rolling Stock Assets to the respective Possessory Lienholders in accordance with the Settlement Agreements, and such transfer shall constitute a legal, valid, binding and effective transfer of the Lienholder Rolling Stock and shall vest the Possessory Lienholders with title in and to the Lienholder Rolling Stock Assets and the Possessory Lienholders shall take title to and possession of their respective Lienholder Rolling Stock Assets free and clear of all liens, claims, encumbrances, and other interests of any kind or nature whatsoever.

5. The lack of any specific description or inclusion of any particular provision of the Settlement Agreements in this Order shall not diminish or impair the effectiveness of such

provision, it being the intent of this Court that the Settlement Agreements be approved in their entirety.

6. In the event of any discrepancy between the Settlement Agreements and this Order, the terms of this Order shall govern.

7. An objection to each of the Settlement Agreement addressed in the Motion constitutes a separate contested matter as contemplated by Bankruptcy Rule 9014. This Order shall be deemed a separate order with respect to each Settlement Agreement. Any stay of this Order pending appeal by any interested party subject to this Order shall only apply to the contested matter that involves such interested party and shall not act to stay the applicability or finality of this Order with respect to the other contested matters covered hereby.

8. Notwithstanding any provision in the Bankruptcy Rules to the contrary, (a) the Settlement Agreements are not subject to any stay in the implementation, enforcement, or realization of the relief granted in this Order, unless otherwise provided herein or in such Settlement Agreement, and (b) the Debtors and the Possessory Lienholders, in their discretion, and without further delay, may take any action and perform any act authorized under this Order with respect to the applicable Settlement Agreement.

9. Nothing contained in the Motion or this Order, and no action taken pursuant to the relief requested or granted (including any payment made in accordance with this Order), is intended as or shall be construed or deemed to be: (a) an admission as to the amount, validity or priority of, or basis for any claim against the Debtors under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors' or any other party in interest's right to dispute any claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an implication, admission or finding that any particular claim is an administrative expense claim,

other priority claim or otherwise of a type specified or defined in the Motion or this Order; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission as to the validity, priority, enforceability or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; or (g) a waiver or limitation of any claims, causes of action or other rights of the Debtors or any other party in interest against any person or entity under the Bankruptcy Code or any other applicable law.

10. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion and the requirements of Bankruptcy Rule 6004(a) and the Local Rules are satisfied by such notice.

11. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Order are immediately effective and enforceable upon its entry.

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

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

**Dated: May 31st, 2024**
**Wilmington, Delaware**

**CRAIG T. GOLDBLATT**
**UNITED STATES BANKRUPTCY JUDGE**

**Exhibit 1**

**The ACCU Trailer & Truck Repair, Inc. Settlement Agreement**

# Release and Settlement Agreement

This Release and Settlement Agreement ("Agreement") is made April 24, 2024 (the "Effective Date"), between ACCU Trailer & Truck Repair, Inc. having its principal place of business at Franksville, WI 53126 ("ACCU Trailer") and Yellow Corp, a Delaware corporation, having its principal place of business at 11500 Outlook Street, Suite 400, Overland Park, KS 66211 ("Yellow"), which may each individually be referred to as "Party" or together the "Parties".

**WHEREAS**, Releasing Party (defined below) allege Yellow owes unpaid repair and/or storage fees; and

**WHEREAS**, Releasing Party and Yellow desire to settle the disputed claims.

**NOW THEREFORE**, in consideration of the mutual promises, covenants, undertakings, releases and agreements contained herein, and other good and valuable consideration, the receipt, adequacy and sufficiency of which the Parties hereby acknowledge, the Parties agree as follows:

**1. Parties**

1.1. The releasing parties to this Agreement include each of ACCU Trailer, for itself, its parent corporation, their respective successors, heirs, assigns, agents, attorneys, representatives, insurers, any trustees or conservators appointed on its behalf, and all related business entities, their parent, subsidiary, affiliated and related companies, together with their respective past, present and future predecessors, successors, assigns, officers, directors, shareholders, agents, attorneys, employees, insurers, and their respective heirs and legal representatives (the "Releasing Party").

1.2. The party being released is Yellow, its subsidiaries, and their respective successors, heirs, assigns, agents, attorneys, representatives, insurers, any trustees or conservators appointed on its behalf, and all related business entities, their parent, subsidiary, affiliated and related companies, together with their respective past, present and future predecessors, successors, assigns, officers, directors, shareholders, agents, attorneys, employees, insurers, and their respective heirs and legal representatives.

**2. Subject Matter of this Agreement**

This Agreement is based upon claims made by Releasing Parties for damages allegedly arising out of unpaid repair and/or storage fees for Yellow's equipment currently held by ACCU Trailer (hereinafter referred to as the "Occurrence"). Such Yellow equipment consists of 15 units, see exhibit A.

**3. Release and Withdrawal of Claims**

In consideration of the transaction set forth in Section 4 below, Releasing Parties hereby release and discharge any and all claims, actions and causes of action it has or may have against Yellow and its subsidiaries, respective affiliates, agents, servants, employees, successors or assigns, employees, arising from or out of the Occurrence even if not reasonably discoverable at the time of this Release and Settlement Agreement (excepting however, the pre-petition amounts of the Releasing Party's proof of claim in Yellow's chapter 11 cases (styled under Case No. 23-11069 (CTG) (Bankr. D. Del. 2023) which shall not be released by the Releasing Parties under this Agreement)

**4. Consideration**

This Agreement is made for and in consideration of the following transaction. ACCU Trailer shall release all claims against Yellow per Section 3. Yellow shall transfer ownership of the equipment (as described in Section 2 and in as-is condition) to ACCU Trailer. Yellow shall use its best efforts to transfer the titles (lien free) to such equipment to ACCU Trailer within thirty (30) days of receiving payment from ACCU Trailer, but in no instance longer than 60 days.

**5. No Admission of Liability**

Yellow and its subsidiaries, respective affiliates, agents, servants, employees, successors or assigns deny all liability and it is understood and agreed that this Agreement is a compromise of doubtful and disputed claims and that the payments made are not to be construed as an admission of liability on the part of the Yellow or as any admission as to the nature and extent of any damages allegedly sustained by Releasing Parties.

**6. Liens and Subrogation Interest; Indemnity**

Releasing Parties represents and warrants that there is no other person or entity who has any lien against or interest in the proceeds of this Agreement or who may claim through Releasing Parties in a derivative manner against Yellow for any cause arising from or related to the Occurrence, including without limitations, any customer, employer, insurer, attorney, lien holder, or other subrogated party. In any event, Releasing Parties agree to indemnify, defend, and hold harmless Yellow and its parent corporation, respective affiliates, agents, servants, employees, successors or assigns from any and liens against and interests in the proceeds of this settlement or derivative claims arising from or related to the Occurrence which any other person or entity might have, including but not limited to, any customer, employer, insurer, attorney, lien holder, or other subrogated party. It is further understood and agreed that all claims, if any, for attorneys' liens are included herein.

7. **Other Related Claims and/or Suits Indemnity**

Releasing Parties agree to indemnify, defend, and hold harmless Yellow and its parent corporation, respective affiliates, agents, servants, employees, successors or assigns from any and all claims, demands, actions or causes of action that may hereafter be made or brought on behalf of Releasing Parties, through Releasing Parties, or the current or former title holders of the commodities in question and relating to or arising out of the Occurrence.

8. **Binding Effect**

This Agreement shall be binding on and inure to the benefit of the Parties hereto, their successors, heirs, assigns, agents, attorneys, representatives, insurers, any trustees or conservators appointed for or on behalf of the Parties hereto or their assets, and as to business entities, their parent, subsidiary, affiliated and related companies, together with their respective past, present and future predecessors, successors, assigns, officers, directors, shareholders, agents, attorneys, employees, insurers, and their respective heirs and legal representatives.

9. **Enforcement**

All remedies at law or in equity shall be available for the enforcement of this Agreement. This may be pled as a full bar to the enforcement of any claims arising from the Occurrence.

10. **Captions**

The captions used in this Agreement are for clarification and are meant to be an aid in interpreting it. To the extent they conflict with any substantive provisions of this Agreement, they are to be disregarded.

11. **Advice of Counsel**

Releasing Parties represent that no promises, inducements, or agreements not herein expressed have been made or offered and that this Agreement is not executed in reliance upon any statement or representation except as specifically set out herein. It is understood and agreed that the terms of this Agreement are contractual and not mere recitals.

12. **Warranty of Capacity to Execute Agreement**

Each person signing this Agreement warrants and represents that he or she has the authority to sign on behalf of himself or herself and of the person or entity he or she represents, and that this Agreement has been validly authorized and constitutes a legally binding and enforceable obligation.

13. **Governing Law**

This Agreement shall be construed and interpreted in accordance with the laws of the State of Kansas.

14. **Confidentiality**

Releasing Party agrees to hold in confidence and not disclose to any party the terms of this Agreement, including the existence thereof (the "Confidential Information"); *provided* that if any party seeks to compel the Releasing Party's disclosure of any or all of the Confidential Information, through judicial action or otherwise, or the Releasing Party intends to disclose any or all of the Confidential Information, the Releasing Party shall immediately provide Yellow with prompt written notice so that Yellow may seek an injunction, protective order or any other available remedy to prevent such disclosure; *provided, further*, that, if such remedy is not obtained, the Releasing Party shall furnish only such information as the Releasing Party is legally required to provide.

15. **Entire Agreement**

This Agreement contains the entire agreement between the Parties with regard to the matters set forth herein and supersedes all prior agreements or understandings between the Parties. This Agreement cannot be modified in any respect in the future except in a writing signed by the Parties.

16. **Severability**

It is expressly understood to be the intent of the Parties that the terms and provisions of this Agreement are severable and if, at any time in the future, or for any reason, any term or provision in this Agreement is declared unenforceable, void, voidable, or otherwise invalid, the remaining terms and provisions shall remain valid and enforceable as written.

17. **Counterparts**

This Agreement may be signed in counterparts by the Parties and shall be valid and binding on each Party as if fully executed all on one copy. Facsimile signatures shall be acceptable to bind the Parties hereto.

BEFORE SIGNING BELOW, THE UNDERSIGNED DECLARES THAT HE OR SHE IS COMPETENT TO EXECUTE THIS RELEASE AND SETTLEMENT AGREEMENT, THAT HE OR SHE HAS READ AND FULLY UNDERSTANDS IT, AND THAT HE OR SHE VOLUNTARILY EXECUTES IT WITH FULL KNOWLEDGE OF ITS CONTENTS AND MEANING FOR THE PURPOSE OF OBTAINING THE ABOVE-STATED PAYMENT.

**ACCU Trailer & Truck Repair, Inc.**

Signature: Duane Meyer

Printed Name: Duane Meyer

Title: Owner

Date: 4-29-2024

**Yellow Corp.**

Signature: Theresa Coillot

Printed Name: TheresA Coillot

Title: Fleet Compliance

Date: 4-26-24

**Exhibit A:**

| Cnt | Vendor | UNIT | TYPE | YEAR | MAKE | VIN | Inv | Inv Amt |
|---|---|---|---|---|---|---|---|---|
| 1 | ACCU TRAILER & TRUCK REPAIR | HMES507448 | RTL | 2008 | GRTDN | 1GRAA962X8B702556 | 49307 | $2,325 |
| 2 | ACCU TRAILER & TRUCK REPAIR | HMES515310 | RTL | 2015 | STGHT | 1DW1A5329FB577810 | 4903 | $2,325 |
| 3 | ACCU TRAILER & TRUCK REPAIR | HMES532344 | RTL | 2022 | VANGU | 5V8VA5325NM211205 | 49302 | $2,325 |
| 4 | ACCU TRAILER & TRUCK REPAIR | HMES533191 | RTL | 2014 | STGHT | 1DW1A5320EB487346 | 49304 | $2,325 |
| 5 | ACCU TRAILER & TRUCK REPAIR | HMES535320 | RTL | 2005 | GRTDN | 1GRAA06285J610620 | 49311 | $2,325 |
| 6 | ACCU TRAILER & TRUCK REPAIR | HMES536466 | RTL | 2006 | GRTDN | 1GRAA06286J612627 | 49305 | $2,325 |
| 7 | ACCU TRAILER & TRUCK REPAIR | HMES536697 | RTL | 2006 | GRTDN | 1GRAA062X6J610247 | 49310 | $2,325 |
| 8 | ACCU TRAILER & TRUCK REPAIR | HMES537075 | RTL | 2007 | GRTDN | 1GRAA06237D424002 | 49300 | $2,325 |
| 9 | ACCU TRAILER & TRUCK REPAIR | HMES546634 | RTL | 2006 | GRTDN | 1GRAA06256T521822 | 49309 | $2,325 |
| 10 | ACCU TRAILER & TRUCK REPAIR | HMES535124 | RTL | 2005 | GRTDN | 1GRAA06285J610424 | 49301 | $2,325 |
| 11 | ACCU TRAILER & TRUCK REPAIR | HMES453381 | RTL | 2008 | WABSH | 1JJV532W18L111734 | 49306 | $2,325 |
| 12 | ACCU TRAILER & TRUCK REPAIR | HMES453694 | CTL | 2003 | WABSH | 1JJV482W93L849760 | 49308 | $2,325 |

# Exhibit 2

## The Transport Repair Service, Inc. Settlement Agreement

Fwd: TRANSPORT REPAIR SERVICE - 15 Units - SETTLEMENT AGREEMENT

From: Molly Nevseta (molly.trs1212@gmail.com)

To: transportrepairser@sbcglobal.net

Date: Wednesday, April 24, 2024 at 01:23 PM EDT

---------- Forwarded message ---------
From: **Butaviciute, Sandra** <Sandra.Butaviciute@myyellow.com>
Date: Wed, Apr 24, 2024 at 11:34 AM
Subject: TRANSPORT REPAIR SERVICE - 15 Units - SETTLEMENT AGREEMENT
To: molly.trs1212@gmail.com <molly.trs1212@gmail.com>

Hi Molly,

Here is a summary of the Settlement Agreement:

- Ron and I agreed that Transport Repair Service will settle up to $18,000 of debt in exchange for free and clear titles for the 15 units listed below. Per our discussion there were only $10,535.59 in outstanding invoices in your system pertaining to the units below. The intent of the settlement is to settle all debt pertaining to the 15 units including but not limited to the invoices listed in the agreement.
- Transport Repair Service will update their claim to remove liability pertaining to these 15 units if such claim has been filed.
- Yellow will mail 11 titles to the address provided below (Forklifts and Yard Tractor do not have titles). The titles are ready to be mailed though we added more time just in case of emergencies
- Transport Repair Service will need to proceed with the regular bankruptcy court regarding outstanding liability that does not relate to the units below.

I attached signed settlement agreement. If your legal department needs to update the agreement, feel free to update the word version that is attached, but please outline the changes in the email so our legal department can easily locate them and provide feedback.

| Cnt | Vendor/ Cust / Tow / Other Name | LSE/ OWN | TYPE 2 | EUNIT | TYPE1 | EYEAR | EMAKE | EFSERIAL |
|---|---|---|---|---|---|---|---|---|
| 1 | TRANSPORT REPAIR SERVICE | OWN | FKL | RDWY4692 | FKL | 2002 | KMTSU | 559217A |
| 2 | TRANSPORT REPAIR SERVICE | OWN | YTR | RDWY525 | YTR | 2004 | OTTWA | 3 |
| 3 | TRANSPORT REPAIR SERVICE | OWN | CTR-SA | RDWY65069 | CTR | 2007 | VOLVO | 4V4M19GF67N406797 |
| 4 | TRANSPORT REPAIR SERVICE | OWN | FKL | RDWY5383 | FKL | 2003 | TOYOT | 7FGCU20-81747 |
| 5 | TRANSPORT REPAIR SERVICE | OWN | FKL | RDWY6992 | FKL | 2007 | TOYOT | 8FGCU25-14173 |
| 6 | TRANSPORT REPAIR SERVICE | OWN | CTR-TA | RDWY79037 | CTR | 2008 | VOLVO | 4V4MC9GF87N449676 |
| 7 | TRANSPORT REPAIR SERVICE | OWN | CTR-TA | RDWY79137 | CTR | 2008 | VOLVO | 4V4MC9EG48N263517 |
| 8 | TRANSPORT REPAIR SERVICE | OWN | CTR-TA | RDWY79527 | CTR | 2006 | INTL | 2HSCNAPR46C189978 |
| 9 | TRANSPORT REPAIR SERVICE | OWN | CTR-TA | RDWY79525 | CTR | 2007 | VOLVO | 4V4MC9GF37N449391 |
| 10 | TRANSPORT REPAIR SERVICE | OWN | CTR-TA | RDWY79530 | CTR | 2007 | VOLVO | 4V4MC9GFX7N451820 |
| 11 | TRANSPORT REPAIR SERVICE | OWN | CTR-SA | RDWY21665 | CTR | 2001 | INTL | 1HSCAAHN91J007774 |
| 12 | TRANSPORT REPAIR SERVICE | OWN | RTL-TA | RDWY560435 | RTL | 2008 | WABSH | 1JJV532W08L111708 |
| 13 | TRANSPORT REPAIR SERVICE | OWN | RTL-TA | HMES534348 | RTL | 2005 | GRTDN | 1GRAA06235D409884 |
| 14 | TRANSPORT REPAIR SERVICE | OWN | RTL-TA | RDWY558846 | RTL | 2007 | WABSH | 1JJV532W17L043224 |
| 15 | TRANSPORT REPAIR SERVICE | OWN | RTL-SA | RDWY132717 | RTL | 2015 | STGHT | 1DW1A2811FS620325 |

**From:** Brooke & Molly <accounting@transportrepairgr.com>
**Sent:** Tuesday, April 23, 2024 9:47 AM
**To:** Butaviciute, Sandra <Sandra.Butaviciute@myyellow.com>
**Subject:** YRC invoices

**CAUTION EXTERNAL EMAIL SENDER: NEVER** enter passwords or click links unless the **SENDER IS KNOWN**. Report suspicious emails via Outlook **REPORT PHISH**

Sandra,

Here is what I have for you.

# Release and Settlement Agreement

- This Release and Settlement Agreement ("Agreement") is made April 23, 2024 (the "Effective Date"), between Transport Repair Service, Inc. having its principal place of business at 541 Burton St SW, Grand Rapids, MI 49507 ("TRS") and Yellow Corp, a Delaware corporation, having its principal place of business at 11500 Outlook Street, Suite 400, Overland Park, KS 66211 ("Yellow"), which may each individually be referred to as "Party" or together the "Parties".
- **WHEREAS,** Releasing Party (defined below) allege Yellow owes unpaid repair and/or storage fees; and
- **WHEREAS,** Releasing Party and Yellow desire to settle the disputed claims.
- **NOW THEREFORE,** in consideration of the mutual promises, covenants, undertakings, releases and agreements contained herein, and other good and valuable consideration, the receipt, adequacy and sufficiency of which the Parties hereby acknowledge, the Parties agree as follows:

- **Parties**
- The releasing parties to this Agreement include each of TRS, for itself, its parent corporation, their respective successors, heirs, assigns, agents, attorneys, representatives, insurers, any trustees or conservators appointed on its behalf, and all related business entities, their parent, subsidiary, affiliated and related companies, together with their respective past, present and future predecessors, successors, assigns, officers, directors, shareholders, agents, attorneys, employees, insurers, and their respective heirs and legal representatives (the "Releasing Party").
- The party being released is Yellow, its subsidiaries, and their respective successors, heirs, assigns, agents, attorneys, representatives, insurers, any trustees or conservators appointed on its behalf, and all related business entities, their parent, subsidiary, affiliated and related companies, together with their respective past, present and future predecessors, successors, assigns, officers, directors, shareholders, agents, attorneys, employees, insurers, and their respective heirs and legal representatives.
- **Subject Matter of this Agreement**

  This Agreement is based upon claims made by Releasing Parties for damages allegedly arising out of unpaid repair and/or storage fees for Yellow's equipment currently held by TRS (hereinafter referred to as the "Occurrence"). Such Yellow equipment consists of 15 units, see exhibit A.
- **Release and Withdrawal of Claims**

  In consideration of the transaction set forth in Section 4 below, Releasing Parties hereby release and discharge any and all claims, actions and causes of action it has or may have against Yellow and its subsidiaries, respective affiliates, agents, servants, employees, successors or assigns, employees, arising from or out of the Occurrence even if not reasonably discoverable at the time of this Release and Settlement Agreement(including, but not limited to, the attached invoices. To the extent Releasing Party has filed a proof of claim in Yellow's chapter 11 cases (styled under Case No. 23-11069 (CTG) (Bankr. D. Del. 2023)) with respect to claims subject to this Agreement, Releasing Party agrees to formally withdraw its proof of claim from Yellow's claims register within five (5) business days of remitting the Agreed Payment Amount (as defined below) from Yellow.
- **Consideration**

  This Agreement is made for and in consideration of the following transaction. TES shall release all claims against Yellow per Section 3. Yellow shall transfer ownership of the equipment (as described in Section 2 and in as-is condition) to TRS. Yellow shall use its best efforts to transfer the titles (lien free) to such equipment to TRS within thirty (30) days of receiving payment from TRS, but in no instance longer than 60 days.
- **No Admission of Liability**

  Yellow and its subsidiaries, respective affiliates, agents, servants, employees, successors or assigns deny all liability and it is understood and agreed that this Agreement is a compromise of doubtful and disputed claims and that the payments made are not to be construed as an admission of liability on the part of the Yellow or as any admission as to the nature and extent of any damages allegedly sustained by Releasing Parties.
- **Liens and Subrogation Interest; Indemnity**

Releasing Parties represents and warrants that there is no other person or entity who has any lien against or interest in the proceeds of this Agreement or who may claim through Releasing Parties in a derivative manner against Yellow for any cause arising from or related to the Occurrence, including without limitations, any customer, employer, insurer, attorney, lien holder, or other subrogated party. In any event, Releasing Parties agree to indemnify, defend, and hold harmless Yellow and its parent corporation, respective affiliates, agents, servants, employees, successors or assigns from any and liens against and interests in the proceeds of this settlement or derivative claims arising from or related to the Occurrence which any other person or entity might have, including but not limited to, any customer, employer, insurer, attorney, lien holder, or other subrogated party. It is further understood and agreed that all claims, if any, for attorneys' liens are included herein.

- **Other Related Claims and/or Suits Indemnity**

  Releasing Parties agree to indemnify, defend, and hold harmless Yellow and its parent corporation, respective affiliates, agents, servants, employees, successors or assigns from any and all claims, demands, actions or causes of action that may hereafter be made or brought on behalf of Releasing Parties, through Releasing Parties, or the current or former title holders of the commodities in question and relating to or arising out of the Occurrence.

- **Binding Effect**

  This Agreement shall be binding on and inure to the benefit of the Parties hereto, their successors, heirs, assigns, agents, attorneys, representatives, insurers, any trustees or conservators appointed for or on behalf of the Parties hereto or their assets, and as to business entities, their parent, subsidiary, affiliated and related companies, together with their respective past, present and future predecessors, successors, assigns, officers, directors, shareholders, agents, attorneys, employees, insurers, and their respective heirs and legal representatives.

- **Enforcement**

  All remedies at law or in equity shall be available for the enforcement of this Agreement. This may be pled as a full bar to the enforcement of any claims arising from the Occurrence.

- **Captions**

  The captions used in this Agreement are for clarification and are meant to be an aid in interpreting it. To the extent they conflict with any substantive provisions of this Agreement, they are to be disregarded.

- **Advice of Counsel**

  Releasing Parties represent that no promises, inducements, or agreements not herein expressed have been made or offered and that this Agreement is not executed in reliance upon any statement or representation except as specifically set out herein. It is understood and agreed that the terms of this Agreement are contractual and not mere recitals.

- **Warranty of Capacity to Execute Agreement**

  Each person signing this Agreement warrants and represents that he or she has the authority to sign on behalf of himself or herself and of the person or entity he or she represents, and that this Agreement has been validly authorized and constitutes a legally binding and enforceable obligation.

- **Governing Law**

  This Agreement shall be construed and interpreted in accordance with the laws of the State of Kansas.

- **Confidentiality**

  Releasing Party agrees to hold in confidence and not disclose to any party the terms of this Agreement, including the existence thereof (the "Confidential Information"); *provided* that if any party seeks to compel the Releasing Party's disclosure of any or all of the Confidential Information, through judicial action or otherwise, or the Releasing Party intends to disclose any or all of the Confidential Information, the Releasing Party shall immediately provide Yellow with prompt written notice so that Yellow may seek an injunction, protective order or any other available remedy to prevent such disclosure; *provided, further*, that, if such remedy is not obtained, the Releasing Party shall furnish only such information as the Releasing Party is legally required to provide.

- **Entire Agreement**

  This Agreement contains the entire agreement between the Parties with regard to the matters set forth herein and supersedes all prior agreements or understandings between the Parties. This Agreement cannot be modified in any respect in the future except in a writing signed by the Parties.

- **Severability**

It is expressly understood to be the intent of the Parties that the terms and provisions of this Agreement are severable and if, at any time in the future, or for any reason, any term or provision in this Agreement is declared unenforceable, void, voidable, or otherwise invalid, the remaining terms and provisions shall remain valid and enforceable as written.

- **Counterparts**

This Agreement may be signed in counterparts by the Parties and shall be valid and binding on each Party as if fully executed all on one copy. Facsimile signatures shall be acceptable to bind the Parties hereto.

BEFORE SIGNING BELOW, THE UNDERSIGNED DECLARES THAT HE OR SHE IS COMPETENT TO EXECUTE THIS RELEASE AND SETTLEMENT AGREEMENT, THAT HE OR SHE HAS READ AND FULLY UNDERSTANDS IT, AND THAT HE OR SHE VOLUNTARILY EXECUTES IT WITH FULL KNOWLEDGE OF ITS CONTENTS AND MEANING FOR THE PURPOSE OF OBTAINING THE ABOVE-STATED PAYMENT.

**Transport Repair Service**

Signature: Rod Zimmerman

Printed Name: ROD ZIMMERMAN

Title: OWNER

Date: 4-24-24

**Yellow Corp.**

Signature: Theresa Coillot

Printed Name: Theresa Coillot

Title: Fleet Compliance

Date: 4-24-24

**Exhibit A:**

| Cnt | UNIT | Inv # | Inv Date | Inv Amnt | Type | Year | VIN |
|---|---|---|---|---|---|---|---|
| 1 | RDWY4692 | | | | FKL | 2001 | 559217A |
| 2 | RDWY525 | | | | YTR | 2004 | 308666 |
| 3 | RDWY65069 | 374799 | 12/27/2023 | $ 95.00 | CTR | 2007 | 4V4M19GF67N406797 |
| 3 | RDWY65069 | 370064 | 7/29/2023 | $ 2,199.33 | CTR | 2007 | 4V4M19GF67N406797 |
| 3 | RDWY65069 | 369735 | 7/21/2023 | $ 136.00 | CTR | 2007 | 4V4M19GF67N406797 |
| 4 | RDWY5383 | | | | FKL | 2003 | 7FGCU20-81747 |
| 5 | RDWY6992 | 369866 | 7/27/2023 | $ 136.00 | FKL | 2007 | 8FGCU25-14173 |
| 5 | RDWY6992 | 369634 | 7/19/2023 | $ 1,016.48 | FKL | 2007 | 8FGCU25-14173 |
| 5 | RDWY6992 | 369432 | 7/11/2023 | $ 51.00 | FKL | 2007 | 8FGCU25-14173 |
| 5 | RDWY6992 | 369290 | 7/7/2023 | $ 68.00 | FKL | 2007 | 8FGCU25-14173 |
| 5 | RDWY6992 | 369192 | 7/3/2023 | $ 318.00 | FKL | 2007 | 8FGCU25-14173 |
| 5 | RDWY6992 | 369055 | 6/27/2023 | $ 68.00 | FKL | 2007 | 8FGCU25-14173 |
| 5 | RDWY6992 | 368954 | 6/23/2023 | $ 290.47 | FKL | 2007 | 8FGCU25-14173 |
| 6 | RDWY79037 | 369836 | 7/24/2023 | $ 960.27 | CTR | 2008 | 4V4MC9GF87N449676 |
| 6 | RDWY79037 | 369737 | 7/21/2023 | $ 38.97 | CTR | 2008 | 4V4MC9GF87N449676 |
| 6 | RDWY79037 | 369619 | 7/19/2023 | $ 102.00 | CTR | 2008 | 4V4MC9GF87N449676 |
| 6 | RDWY79037 | 369392 | 7/10/2023 | $ 321.81 | CTR | 2008 | 4V4MC9GF87N449676 |
| 6 | RDWY79037 | 369300 | 7/7/2023 | $ 136.00 | CTR | 2008 | 4V4MC9GF87N449676 |
| 6 | RDWY79037 | 369326 | 7/7/2023 | $ 56.85 | CTR | 2008 | 4V4MC9GF87N449676 |
| 6 | RDWY79037 | 369241 | 7/5/2023 | $ 106.07 | CTR | 2008 | 4V4MC9GF87N449676 |
| 6 | RDWY79037 | 369061 | 7/27/2023 | $ 90.98 | CTR | 2008 | 4V4MC9GF87N449676 |
| 6 | RDWY79037 | 368898 | 7/22/2023 | $ 287.87 | CTR | 2008 | 4V4MC9GF87N449676 |
| 7 | RDWY79137 | 369610 | 7/19/2023 | $ 652.42 | CTR | 2008 | 4V4MC9EG48N263517 |
| 7 | RDWY79137 | 369455 | 7/12/2023 | $ 666.28 | CTR | 2008 | 4V4MC9EG48N263517 |
| 7 | RDWY79137 | 369409 | 7/10/2023 | $ 1,290.37 | CTR | 2008 | 4V4MC9EG48N263517 |
| 7 | RDWY79137 | 369610 | 7/19/2023 | $ 652.42 | CTR | 2008 | 4V4MC9EG48N263517 |
| 8 | RDWY79527 | 374847 | 2/10/2024 | $ 95.00 | CTR | 2006 | 2HSCNAPR46C189978 |
| 9 | RDWY79525 | 363700 | 1/14/2023 | $ 85.00 | CTR | 2007 | 4V4MC9GF37N449391 |
| 9 | RDWY79525 | 374848 | 2/10/2024 | $ 95.00 | CTR | 2007 | 4V4MC9GF37N449391 |
| 10 | RDWY79530 | 374845 | 2/10/2024 | $ 235.00 | CTR | 2007 | 4V4MC9GFX7N451820 |
| 11 | RDWY21665 | 374846 | 2/10/2024 | $ 95.00 | CTR | 2001 | 1HSCAAHN91J007774 |
| 12 | RDWY560435 | 374851 | 2/10/2024 | $ 95.00 | RTL | 2008 | 1JJV532W08L111708 |
| 13 | HMES534348 | | | | RTL | 2005 | 1GRAA06235D409884 |
| 14 | RDWY558846 | 374850 | 2/10/2024 | $ 95.00 | RTL | 2007 | 1JJV532W17L043224 |
| 15 | RDWY132717 | | | | RTL | 2015 | 1DW1A2811FS620325 |
| | | | | **$ 10,535.59** | | | |

***and any and all other invoices related to the units listed above**

# Exhibit 3

## The McCool's Roadside Services LLC Settlement Agreement

# Release and Settlement Agreement

This Release and Settlement Agreement ("Agreement") is made April 24, 2024 (the "Effective Date"), between McCool's Roadside Services LLC having its principal place of business at 303 S Walnut St, Westville, IL 61883 ("McCool's") and Yellow Corp, a Delaware corporation, having its principal place of business at 11500 Outlook Street, Suite 400, Overland Park, KS 66211 ("Yellow"), which may each individually be referred to as "Party" or together the "Parties".

**WHEREAS**, Releasing Party (defined below) allege Yellow owes unpaid storage fees; and

**WHEREAS**, Releasing Party and Yellow desire to settle the disputed claims.

**NOW THEREFORE**, in consideration of the mutual promises, covenants, undertakings, releases and agreements contained herein, and other good and valuable consideration, the receipt, adequacy and sufficiency of which the Parties hereby acknowledge, the Parties agree as follows:

**1. Parties**

1.1. The releasing parties to this Agreement include each of McCool's Roadside Services LLC, for itself, its parent corporation, their respective successors, heirs, assigns, agents, attorneys, representatives, insurers, any trustees or conservators appointed on its behalf, and all related business entities, their parent, subsidiary, affiliated and related companies, together with their respective past, present and future predecessors, successors, assigns, officers, directors, shareholders, agents, attorneys, employees, insurers, and their respective heirs and legal representatives (the "Releasing Party").

1.2. The party being released is Yellow, its subsidiaries, and their respective successors, heirs, assigns, agents, attorneys, representatives, insurers, any trustees or conservators appointed on its behalf, and all related business entities, their parent, subsidiary, affiliated and related companies, together with their respective past, present and future predecessors, successors, assigns, officers, directors, shareholders, agents, attorneys, employees, insurers, and their respective heirs and legal representatives.

**2. Subject Matter of this Agreement**

This Agreement is based upon claims made by Releasing Parties for damages allegedly arising out of unpaid repair and/or storage fees for Yellow's equipment currently held by McCool's Roadside Services LLC (hereinafter referred to as the "Occurrence"). Such Yellow equipment consists of 11 units, see exhibit A.

**3. Release and Withdrawal of Claims**

In consideration of the transaction set forth in Section 4 below, Releasing Parties hereby release and discharge any and all claims, actions and causes of action it has or may have against Yellow and its subsidiaries, respective affiliates, agents, servants, employees, successors or assigns, employees, arising from or out of the Occurrence even if not reasonably discoverable at the time of this Release and Settlement Agreement(including, but not limited to, the attached invoices. To the extent Releasing Party has filed a proof of claim in Yellow's chapter 11 cases (styled under Case No. 23-11069 (CTG) (Bankr. D. Del. 2023)) with respect to claims subject to this Agreement, Releasing Party agrees to formally withdraw its proof of claim from Yellow's claims register within five (5) business days.

**4. Consideration**

This Agreement is made for and in consideration of the following transaction. McCool's Roadside Services LLC shall release all claims against Yellow per Section 3. Yellow shall transfer ownership of the equipment (as described in Section 2 and in as-is condition) to ACCU Trailer. Yellow shall use its best efforts to transfer the titles (lien free) to such equipment to McCool's Roadside Services LLC within thirty (30) days of receiving payment from McCool's Roadside Services LLC, but in no instance longer than 60 days.

**5. No Admission of Liability**

Yellow and its subsidiaries, respective affiliates, agents, servants, employees, successors or assigns deny all liability and it is understood and agreed that this Agreement is a compromise of doubtful and disputed claims and that the payments made are not to be construed as an admission of liability on the part of the Yellow or as any admission as to the nature and extent of any damages allegedly sustained by Releasing Parties.

**6. Liens and Subrogation Interest; Indemnity**

Releasing Parties represents and warrants that there is no other person or entity who has any lien against or interest in the proceeds of this Agreement or who may claim through Releasing Parties in a derivative manner against Yellow for any cause arising from or related to the Occurrence, including without limitations, any customer, employer, insurer, attorney, lien holder, or other subrogated party. In any event, Releasing Parties agree to indemnify, defend, and hold harmless Yellow and its parent corporation, respective affiliates, agents, servants, employees, successors or assigns from any and liens against and interests in the proceeds of this settlement or derivative claims arising from or related to the Occurrence which any other person or entity might have, including but not limited to, any customer,

employer, insurer, attorney, lien holder, or other subrogated party. It is further understood and agreed that all claims, if any, for attorneys' liens are included herein.

7. **Other Related Claims and/or Suits Indemnity**

Releasing Parties agree to indemnify, defend, and hold harmless Yellow and its parent corporation, respective affiliates, agents, servants, employees, successors or assigns from any and all claims, demands, actions or causes of action that may hereafter be made or brought on behalf of Releasing Parties, through Releasing Parties, or the current or former title holders of the commodities in question and relating to or arising out of the Occurrence.

8. **Binding Effect**

This Agreement shall be binding on and inure to the benefit of the Parties hereto, their successors, heirs, assigns, agents, attorneys, representatives, insurers, any trustees or conservators appointed for or on behalf of the Parties hereto or their assets, and as to business entities, their parent, subsidiary, affiliated and related companies, together with their respective past, present and future predecessors, successors, assigns, officers, directors, shareholders, agents, attorneys, employees, insurers, and their respective heirs and legal representatives.

9. **Enforcement**

All remedies at law or in equity shall be available for the enforcement of this Agreement. This may be pled as a full bar to the enforcement of any claims arising from the Occurrence.

10. **Captions**

The captions used in this Agreement are for clarification and are meant to be an aid in interpreting it. To the extent they conflict with any substantive provisions of this Agreement, they are to be disregarded.

11. **Advice of Counsel**

Releasing Parties represent that no promises, inducements, or agreements not herein expressed have been made or offered and that this Agreement is not executed in reliance upon any statement or representation except as specifically set out herein. It is understood and agreed that the terms of this Agreement are contractual and not mere recitals.

12. **Warranty of Capacity to Execute Agreement**

Each person signing this Agreement warrants and represents that he or she has the authority to sign on behalf of himself or herself and of the person or entity he or she represents, and that this Agreement has been validly authorized and constitutes a legally binding and enforceable obligation.

13. **Governing Law**

This Agreement shall be construed and interpreted in accordance with the laws of the State of Kansas.

14. **Confidentiality**

Releasing Party agrees to hold in confidence and not disclose to any party the terms of this Agreement, including the existence thereof (the "Confidential Information"); *provided* that if any party seeks to compel the Releasing Party's disclosure of any or all of the Confidential Information, through judicial action or otherwise, or the Releasing Party intends to disclose any or all of the Confidential Information, the Releasing Party shall immediately provide Yellow with prompt written notice so that Yellow may seek an injunction, protective order or any other available remedy to prevent such disclosure; *provided, further*, that, if such remedy is not obtained, the Releasing Party shall furnish only such information as the Releasing Party is legally required to provide.

15. **Entire Agreement**

This Agreement contains the entire agreement between the Parties with regard to the matters set forth herein and supersedes all prior agreements or understandings between the Parties. This Agreement cannot be modified in any respect in the future except in a writing signed by the Parties.

16. **Severability**

It is expressly understood to be the intent of the Parties that the terms and provisions of this Agreement are severable and if, at any time in the future, or for any reason, any term or provision in this Agreement is declared unenforceable, void, voidable, or otherwise invalid, the remaining terms and provisions shall remain valid and enforceable as written.

17. **Counterparts**

This Agreement may be signed in counterparts by the Parties and shall be valid and binding on each Party as if fully executed all on one copy. Facsimile signatures shall be acceptable to bind the Parties hereto.

BEFORE SIGNING BELOW, THE UNDERSIGNED DECLARES THAT HE OR SHE IS COMPETENT TO EXECUTE THIS RELEASE AND SETTLEMENT AGREEMENT, THAT HE OR SHE HAS READ AND FULLY UNDERSTANDS IT, AND THAT HE OR SHE VOLUNTARILY EXECUTES IT WITH FULL KNOWLEDGE OF ITS CONTENTS AND MEANING FOR THE PURPOSE OF OBTAINING THE ABOVE-STATED PAYMENT.

**McCool's Roadside Services LLC**

Signature: ______________________

Printed Name: Brody mccool

Title: CEO

Date: 4-26-24

**Yellow Corp.**

Signature: Theresa Coillot

Printed Name: TheresA Coillot

Title: Fleet Compliance

Date: 4/25/24

**Exhibit A:**

| Cnt | Vendor | LSE/ OWN | UNIT | TYPE | YEAR | MAKE | VIN |
|---|---|---|---|---|---|---|---|
| 1 | McCool's Roadside Services LLC | OWN | HMES17017 | RTR | 2017 | FRGHT | 1FUGGEDVXHLHS3776 |
| 2 | McCool's Roadside Services LLC | OWN | HMES25297 | CTR | 2005 | INTL | 2HSCNAPR05C046377 |
| 3 | McCool's Roadside Services LLC | OWN | HMES25570 | CTR | 2005 | INTL | 2HSCNAPRX5C178921 |
| 4 | McCool's Roadside Services LLC | OWN | HMES26217 | CTR | 2006 | INTL | 2HSCNAPR86C190096 |
| 5 | McCool's Roadside Services LLC | OWN | HMES535084 | RTL | 2005 | GRTDN | 1GRAA06235D414714 |
| 6 | McCool's Roadside Services LLC | OWN | HMES15261 | RTR | 2015 | FRGHT | 3AKGGEDV2FSGK3558 |
| 7 | McCool's Roadside Services LLC | OWN | HMES15153 | RTR | 2015 | FRGHT | 3AKGGEDV4FSGK3450 |
| 8 | McCool's Roadside Services LLC | OWN | HMES26144 | CTR | 2006 | INTL | 2HSCNAPR36C190023 |
| 9 | McCool's Roadside Services LLC | OWN | HMES393047 | CTL | 2003 | GRTDN | 1GRAA80233K247867 |
| 10 | McCool's Roadside Services LLC | OWN | HMES515279 | RTL | 2015 | STGHT | 1DW1A5328FB577779 |
| 11 | McCool's Roadside Services LLC | OWN | HMES28241 | CTR | 2009 | VOLVO | 4V4MC9EG69N263620 |

# Exhibit 4

## The Davidson Protruck Inc. Settlement Agreement

# Release and Settlement Agreement

This Release and Settlement Agreement ("Agreement") is made April 1, 2024 (the "Effective Date"), between Davidson Protruck Inc. having its principal place of business at 409 Beards Lane, Woodstock, Ontario N4S 7W3, Canada ("Davidson Protruck") and Yellow Corp, a Delaware corporation, having its principal place of business at 11500 Outlook Street, Suite 400, Overland Park, KS 66211 ("Yellow"), which may each individually be referred to as "Party" or together the "Parties".

**WHEREAS**, Releasing Party (defined below) allege Yellow owes unpaid towing, repair and/or storage fees; and

**WHEREAS**, Releasing Party and Yellow desire to settle the disputed claims.

**NOW THEREFORE**, in consideration of the mutual promises, covenants, undertakings, releases and agreements contained herein, and other good and valuable consideration, the receipt, adequacy and sufficiency of which the Parties hereby acknowledge, the Parties agree as follows:

**1. Parties**

1.1. The releasing parties to this Agreement include each of Davidson Protruck for itself, its parent corporation, their respective successors, heirs, assigns, agents, attorneys, representatives, insurers, any trustees or conservators appointed on its behalf, and all related business entities, their parent, subsidiary, affiliated and related companies, together with their respective past, present and future predecessors, successors, assigns, officers, directors, shareholders, agents, attorneys, employees, insurers, and their respective heirs and legal representatives (the "Releasing Party").

1.2. The party being released is Yellow Corp., its subsidiaries, and their respective successors, heirs, assigns, agents, attorneys, representatives, insurers, any trustees or conservators appointed on its behalf, and all related business entities, their parent, subsidiary, affiliated and related companies, together with their respective past, present and future predecessors, successors, assigns, officers, directors, shareholders, agents, attorneys, employees, insurers, and their respective heirs and legal representatives.

**2. Subject Matter of this Agreement**

This Agreement is based upon claims made by Releasing Parties for damages allegedly arising out of unpaid towing, repair and/or storage fees for Yellow's equipment currently held by Davidson Protruck (hereinafter referred to as the "Occurrence"). Such Yellow equipment consists of eight (8) semi tractor units with vin #: see exhibit A.

**3. Release and Withdrawal of Claims**

In consideration of the transaction set forth in Section 4 below, Releasing Parties hereby release and discharge any and all claims, actions and causes of action it has or may have against Yellow and its subsidiaries, respective affiliates, agents, servants, employees, successors or assigns, employees, arising from or out of the Occurrence even if not reasonably discoverable at the time of this Release and Settlement Agreement(including, but not limited to, the attached invoices: T 17316). To the extent Releasing Party has filed a proof of claim in Yellow's chapter 11 cases (styled under Case No. 23-11069 (CTG) (Bankr. D. Del. 2023)) with respect to claims subject to this Agreement, Releasing Party agrees to formally withdraw its proof of claim from Yellow's claims register within five (5) business days of remitting the Agreed Payment Amount (as defined below) from Yellow.

**4. Consideration**

This Agreement is made for and in consideration of the following transaction. Yellow shall transfer ownership of the semi tractor units in Davidson Protruck custody (see Exhibit A). Yellow shall transfer the title, lien free, to such units to Davidson Protruck within thirty (30) days of Davidson Protruck filing a Withdrawal Claim Form.

**5. No Admission of Liability**

Yellow and its subsidiaries, respective affiliates, agents, servants, employees, successors or assigns deny all liability and it is understood and agreed that this Agreement is a compromise of doubtful and disputed claims and that the payments made are not to be construed as an admission of liability on the part of the Yellow or as any admission as to the nature and extent of any damages allegedly sustained by Releasing Parties.

**6. Liens and Subrogation Interest; Indemnity**

Releasing Parties represents and warrants that there is no other person or entity who has any lien against or interest in the proceeds of this Agreement or who may claim through Releasing Parties in a derivative manner against Yellow for any cause arising from or related to the Occurrence, including without limitations, any customer, employer, insurer, attorney, lien holder, or other subrogated party. In any event, Releasing Parties agree to indemnify, defend, and hold harmless Yellow and its parent corporation, respective affiliates, agents, servants, employees, successors or assigns from any and liens against and interests in the proceeds of this settlement or derivative claims arising from or related to the Occurrence which any other person or entity might have, including but not limited to, any customer,

employer, insurer, attorney, lien holder, or other subrogated party. It is further understood and agreed that all claims, if any, for attorneys' liens are included herein.

**7. Other Related Claims and/or Suits Indemnity**

Releasing Parties agree to indemnify, defend, and hold harmless Yellow and its parent corporation, respective affiliates, agents, servants, employees, successors or assigns from any and all claims, demands, actions or causes of action that may hereafter be made or brought on behalf of Releasing Parties, through Releasing Parties, or the current or former title holders of the commodities in question and relating to or arising out of the Occurrence.

**8. Binding Effect**

This Agreement shall be binding on and inure to the benefit of the Parties hereto, their successors, heirs, assigns, agents, attorneys, representatives, insurers, any trustees or conservators appointed for or on behalf of the Parties hereto or their assets, and as to business entities, their parent, subsidiary, affiliated and related companies, together with their respective past, present and future predecessors, successors, assigns, officers, directors, shareholders, agents, attorneys, employees, insurers, and their respective heirs and legal representatives.

**9. Enforcement**

All remedies at law or in equity shall be available for the enforcement of this Agreement. This may be pled as a full bar to the enforcement of any claims arising from the Occurrence.

**10. Captions**

The captions used in this Agreement are for clarification and are meant to be an aid in interpreting it. To the extent they conflict with any substantive provisions of this Agreement, they are to be disregarded.

**11. Advice of Counsel**

Releasing Parties represent that no promises, inducements, or agreements not herein expressed have been made or offered and that this Agreement is not executed in reliance upon any statement or representation except as specifically set out herein. It is understood and agreed that the terms of this Agreement are contractual and not mere recitals.

**12. Warranty of Capacity to Execute Agreement**

Each person signing this Agreement warrants and represents that he or she has the authority to sign on behalf of himself or herself and of the person or entity he or she represents, and that this Agreement has been validly authorized and constitutes a legally binding and enforceable obligation.

**13. Governing Law**

This Agreement shall be construed and interpreted in accordance with the laws of the State of Kansas.

**14. Confidentiality**

Releasing Party agrees to hold in confidence and not disclose to any party the terms of this Agreement, including the existence thereof (the "Confidential Information"); *provided* that if any party seeks to compel the Releasing Party's disclosure of any or all of the Confidential Information, through judicial action or otherwise, or the Releasing Party intends to disclose any or all of the Confidential Information, the Releasing Party shall immediately provide Yellow with prompt written notice so that Yellow may seek an injunction, protective order or any other available remedy to prevent such disclosure; *provided*, *further*, that, if such remedy is not obtained, the Releasing Party shall furnish only such information as the Releasing Party is legally required to provide.

**15. Entire Agreement**

This Agreement contains the entire agreement between the Parties with regard to the matters set forth herein and supersedes all prior agreements or understandings between the Parties. This Agreement cannot be modified in any respect in the future except in a writing signed by the Parties.

**16. Severability**

It is expressly understood to be the intent of the Parties that the terms and provisions of this Agreement are severable and if, at any time in the future, or for any reason, any term or provision in this Agreement is declared unenforceable, void, voidable, or otherwise invalid, the remaining terms and provisions shall remain valid and enforceable as written.

**17. Counterparts**

This Agreement may be signed in counterparts by the Parties and shall be valid and binding on each Party as if fully executed all on one copy. Facsimile signatures shall be acceptable to bind the Parties hereto.

BEFORE SIGNING BELOW, THE UNDERSIGNED DECLARES THAT HE OR SHE IS COMPETENT TO EXECUTE THIS RELEASE AND SETTLEMENT AGREEMENT, THAT HE OR SHE HAS READ AND FULLY UNDERSTANDS IT, AND THAT HE OR SHE VOLUNTARILY EXECUTES IT WITH FULL KNOWLEDGE OF ITS CONTENTS AND MEANING FOR THE PURPOSE OF OBTAINING THE ABOVE-STATED PAYMENT.

[Signatures to follow on next page]

**Davidson Protruck Inc.**

Signature: ______________________

Printed Name: Matthew Davidson

Title: President

Date: 04/17/2024

**Yellow Corp.**

Signature: ______________________

Printed Name: JAMES S. UPTON

Title: SR. FINANCIAL ANALYST

Date: 4/12/24

**Exhibit A:**

| Count | UNIT | YEAR | MAKE | VIN |
|---|---|---|---|---|
| 1 | REIM67203 | 2016 | VOLVO | 4V4M19EGXGN962767 |
| 2 | REIM66100 | 2016 | MACK | 1M1AW32X3GM008725 |
| 3 | REIM67247 | 2016 | VOLVO | 4V4M19EGXGN962834 |
| 4 | REIM66105 | 2016 | VOLVO | 4V4M19EG1GN944822 |
| 5 | REIM66101 | 2016 | MACK | 1M1AW32XXGM008723 |
| 6 | REIM66107 | 2016 | VOLVO | 4V4M19EG9GN944812 |
| 7 | REIM67246 | 2016 | VOLVO | 4V4M19EG3GN962786 |
| 8 | REIM65115 | 2007 | VOLVO | 4V4M19GF47N451589 |

# Exhibit 5

## The Spartan On-Site Fleet Maintenance, Inc. Settlement Agreement

 

# Release and Settlement Agreement

This Release and Settlement Agreement ("Agreement") is made April 23, 2024 (the "Effective Date"), between Spartan On-Site Fleet Maintenance, Inc. having its principal place of business at 1619 N Plaza Dr, Visalia, CA 93291 ("Spartan On-Site") and Yellow Corp, a Delaware corporation, having its principal place of business at 11500 Outlook Street, Suite 400, Overland Park, KS 66211 ("Yellow"), which may each individually be referred to as "Party" or together the "Parties".

**WHEREAS**, Releasing Party (defined below) allege Yellow owes unpaid repair and/or storage fees; and

**WHEREAS**, Releasing Party and Yellow desire to settle the disputed claims.

**NOW THEREFORE**, in consideration of the mutual promises, covenants, undertakings, releases and agreements contained herein, and other good and valuable consideration, the receipt, adequacy and sufficiency of which the Parties hereby acknowledge, the Parties agree as follows:

## 1. Parties

1.1. The releasing parties to this Agreement include each of Spartan On-Site Fleet Maintenance, Inc, for itself, its parent corporation, their respective successors, heirs, assigns, agents, attorneys, representatives, insurers, any trustees or conservators appointed on its behalf, and all related business entities, their parent, subsidiary, affiliated and related companies, together with their respective past, present and future predecessors, successors, assigns, officers, directors, shareholders, agents, attorneys, employees, insurers, and their respective heirs and legal representatives (the "Releasing Party").

1.2. The party being released is Yellow, its subsidiaries, and their respective successors, heirs, assigns, agents, attorneys, representatives, insurers, any trustees or conservators appointed on its behalf, and all related business entities, their parent, subsidiary, affiliated and related companies, together with their respective past, present and future predecessors, successors, assigns, officers, directors, shareholders, agents, attorneys, employees, insurers, and their respective heirs and legal representatives.

## 2. Subject Matter of this Agreement

This Agreement is based upon claims made by Releasing Parties for damages allegedly arising out of unpaid repair and/or storage fees for Yellow's equipment currently held by Spartan On-Site Fleet Maintenance, Inc (hereinafter referred to as the "Occurrence"). Such Yellow equipment consists of two (2) semi-tractors with the following VINs: 4V4M19EG5HN962905, 3HSDGAPN7GN214609.

## 3. Release and Withdrawal of Claims

In consideration of the transaction set forth in Section 4 below, Releasing Parties hereby release and discharge any and all claims, actions and causes of action it has or may have against Yellow and its subsidiaries, respective affiliates, agents, servants, employees, successors or assigns, employees, arising from or out of the Occurrence even if not reasonably discoverable at the time of this Release and Settlement Agreement(including, but not limited to, the attached invoices. To the extent Releasing Party has filed a proof of claim in Yellow's chapter 11 cases (styled under Case No. 23-11069 (CTG) (Bankr. D. Del. 2023)) with respect to claims subject to this Agreement, Releasing Party agrees to formally withdraw its proof of claim from Yellow's claims register within five (5) business days of remitting the Agreed Payment Amount (as defined below) from Yellow.

## 4. Consideration

This Agreement is made for and in consideration of the following transaction. Spartan On-Site Fleet Maintenance, Inc shall release all claims against Yellow per Section 3. Yellow shall transfer ownership of the equipment (as described in Section 2 and in as-is condition) to Spartan On-Site Fleet Maintenance, Inc. Yellow shall use its best efforts to transfer the titles (lien free) to such equipment to Spartan On-Site Fleet Maintenance, Inc within thirty (30) days of agreement execution date, but in no instance longer than 60 days.

## 5. No Admission of Liability

Yellow and its subsidiaries, respective affiliates, agents, servants, employees, successors or assigns deny all liability and it is understood and agreed that this Agreement is a compromise of doubtful and disputed claims and that the payments made are not to be construed as an admission of liability on the part of the Yellow or as any admission as to the nature and extent of any damages allegedly sustained by Releasing Parties.

## 6. Liens and Subrogation Interest; Indemnity

Releasing Parties represents and warrants that there is no other person or entity who has any lien against or interest in the proceeds of this Agreement or who may claim through Releasing Parties in a derivative manner against Yellow for any cause arising from or related to the Occurrence, including without limitations, any customer, employer, insurer, attorney, lien holder, or other subrogated party. In any event, Releasing Parties agree to indemnify, defend, and hold harmless Yellow and its parent corporation, respective affiliates, agents, servants, employees, successors or assigns from any and liens against and interests in the proceeds of this settlement or derivative claims arising from or related to the Occurrence which any other person or entity might have, including but not limited to, any customer,

employer, insurer, attorney, lien holder, or other subrogated party. It is further understood and agreed that all claims, if any, for attorneys' liens are included herein.

7. **Other Related Claims and/or Suits Indemnity**

Releasing Parties agree to indemnify, defend, and hold harmless Yellow and its parent corporation, respective affiliates, agents, servants, employees, successors or assigns from any and all claims, demands, actions or causes of action that may hereafter be made or brought on behalf of Releasing Parties, through Releasing Parties, or the current or former title holders of the commodities in question and relating to or arising out of the Occurrence.

8. **Binding Effect**

This Agreement shall be binding on and inure to the benefit of the Parties hereto, their successors, heirs, assigns, agents, attorneys, representatives, insurers, any trustees or conservators appointed for or on behalf of the Parties hereto or their assets, and as to business entities, their parent, subsidiary, affiliated and related companies, together with their respective past, present and future predecessors, successors, assigns, officers, directors, shareholders, agents, attorneys, employees, insurers, and their respective heirs and legal representatives.

9. **Enforcement**

All remedies at law or in equity shall be available for the enforcement of this Agreement. This may be pled as a full bar to the enforcement of any claims arising from the Occurrence.

10. **Captions**

The captions used in this Agreement are for clarification and are meant to be an aid in interpreting it. To the extent they conflict with any substantive provisions of this Agreement, they are to be disregarded.

11. **Advice of Counsel**

Releasing Parties represent that no promises, inducements, or agreements not herein expressed have been made or offered and that this Agreement is not executed in reliance upon any statement or representation except as specifically set out herein. It is understood and agreed that the terms of this Agreement are contractual and not mere recitals.

12. **Warranty of Capacity to Execute Agreement**

Each person signing this Agreement warrants and represents that he or she has the authority to sign on behalf of himself or herself and of the person or entity he or she represents, and that this Agreement has been validly authorized and constitutes a legally binding and enforceable obligation.

13. **Governing Law**

This Agreement shall be construed and interpreted in accordance with the laws of the State of Kansas.

14. **Confidentiality**

Releasing Party agrees to hold in confidence and not disclose to any party the terms of this Agreement, including the existence thereof (the "Confidential Information"); *provided* that if any party seeks to compel the Releasing Party's disclosure of any or all of the Confidential Information, through judicial action or otherwise, or the Releasing Party intends to disclose any or all of the Confidential Information, the Releasing Party shall immediately provide Yellow with prompt written notice so that Yellow may seek an injunction, protective order or any other available remedy to prevent such disclosure; *provided, further*, that, if such remedy is not obtained, the Releasing Party shall furnish only such information as the Releasing Party is legally required to provide.

15. **Entire Agreement**

This Agreement contains the entire agreement between the Parties with regard to the matters set forth herein and supersedes all prior agreements or understandings between the Parties. This Agreement cannot be modified in any respect in the future except in a writing signed by the Parties.

16. **Severability**

It is expressly understood to be the intent of the Parties that the terms and provisions of this Agreement are severable and if, at any time in the future, or for any reason, any term or provision in this Agreement is declared unenforceable, void, voidable, or otherwise invalid, the remaining terms and provisions shall remain valid and enforceable as written.

17. **Counterparts**

This Agreement may be signed in counterparts by the Parties and shall be valid and binding on each Party as if fully executed all on one copy. Facsimile signatures shall be acceptable to bind the Parties hereto.

BEFORE SIGNING BELOW, THE UNDERSIGNED DECLARES THAT HE OR SHE IS COMPETENT TO EXECUTE THIS RELEASE AND SETTLEMENT AGREEMENT, THAT HE OR SHE HAS READ AND FULLY UNDERSTANDS IT, AND THAT HE OR SHE VOLUNTARILY EXECUTES IT WITH FULL KNOWLEDGE OF ITS CONTENTS AND MEANING FOR THE PURPOSE OF OBTAINING THE ABOVE-STATED PAYMENT.

**Spartan On-Site Fleet Maintenance, Inc**

Signature: ______________________

Printed Name: ______________________

Title: ______________________

Date: ______________________

**Yellow Corp.**

Signature: Theresa Coillot

Printed Name: TheresA Coillot

Title: Fleet Compliance

Date: 4/29/24

**Exhibit A:**

# Exhibit 6

## The Gary's Garage & Transport LLC Settlement Agreement

# Release and Settlement Agreement

This Release and Settlement Agreement ("Agreement") is made April 23, 2024 (the "Effective Date"), between Gary's Garage & Transport LLC having its principal place of business at 8A Apollo Drive, Albany, NY 12205 ("Gary's Garage") and Yellow Corp, a Delaware corporation, having its principal place of business at 11500 Outlook Street, Suite 400, Overland Park, KS 66211 ("Yellow"), which may each individually be referred to as "Party" or together the "Parties".

**WHEREAS,** Releasing Party (defined below) allege Yellow owes unpaid repair and/or storage fees; and

**WHEREAS,** Releasing Party and Yellow desire to settle the disputed claims.

**NOW THEREFORE,** in consideration of the mutual promises, covenants, undertakings, releases and agreements contained herein, and other good and valuable consideration, the receipt, adequacy and sufficiency of which the Parties hereby acknowledge, the Parties agree as follows:

**1. Parties**

1.1. The releasing parties to this Agreement include each of Gary's Garage & Transport LLC, for itself, its parent corporation, their respective successors, heirs, assigns, agents, attorneys, representatives, insurers, any trustees or conservators appointed on its behalf, and all related business entities, their parent, subsidiary, affiliated and related companies, together with their respective past, present and future predecessors, successors, assigns, officers, directors, shareholders, agents, attorneys, employees, insurers, and their respective heirs and legal representatives (the "Releasing Party").

1.2. The party being released is Yellow, its subsidiaries, and their respective successors, heirs, assigns, agents, attorneys, representatives, insurers, any trustees or conservators appointed on its behalf, and all related business entities, their parent, subsidiary, affiliated and related companies, together with their respective past, present and future predecessors, successors, assigns, officers, directors, shareholders, agents, attorneys, employees, insurers, and their respective heirs and legal representatives.

**2. Subject Matter of this Agreement**

This Agreement is based upon claims made by Releasing Parties for damages allegedly arising out of unpaid repair and/or storage fees for Yellow's equipment currently held by Gary's Garage & Transport LLC (hereinafter referred to as the "Occurrence"). Such Yellow equipment consists of four (4) semi-trailers with the following VINs: 1GRAA96277D424122, 3H3V532C5GT673009, 1JJV281W66L965350, 1GRAP06239T553686.

**3. Release and Withdrawal of Claims**

In consideration of the transaction set forth in Section 4 below, Releasing Parties hereby release and discharge any and all claims, actions and causes of action it has or may have against Yellow and its subsidiaries, respective affiliates, agents, servants, employees, successors or assigns, employees, arising from or out of the Occurrence even if not reasonably discoverable at the time of this Release and Settlement Agreement(including, but not limited to, the attached invoices. To the extent Releasing Party has filed a proof of claim in Yellow's chapter 11 cases (styled under Case No. 23-11069 (CTG) (Bankr. D. Del. 2023)) with respect to claims subject to this Agreement, Releasing Party agrees to formally withdraw its proof of claim from Yellow's claims register within five (5) business days of remitting the Agreed Payment Amount (as defined below) from Yellow.

**4. Consideration**

This Agreement is made for and in consideration of the following transaction. Gary's Garage & Transport LLC shall release all claims against Yellow per Section 3. Yellow shall transfer ownership of the equipment (as described in Section 2 and in as-is condition) to Gary's Garage & Transport LLC. Yellow shall use its best efforts to transfer the titles (lien free) to such equipment to Gary's Garage & Transport LLC within thirty (30) days of agreement execution date, but in no instance longer than 60 days.

**5. No Admission of Liability**

Yellow and its subsidiaries, respective affiliates, agents, servants, employees, successors or assigns deny all liability and it is understood and agreed that this Agreement is a compromise of doubtful and disputed claims and that the payments made are not to be construed as an admission of liability on the part of the Yellow or as any admission as to the nature and extent of any damages allegedly sustained by Releasing Parties.

**6. Liens and Subrogation Interest; Indemnity**

Releasing Parties represents and warrants that there is no other person or entity who has any lien against or interest in the proceeds of this Agreement or who may claim through Releasing Parties in a derivative manner against Yellow for any cause arising from or related to the Occurrence, including without limitations, any customer, employer, insurer, attorney, lien holder, or other subrogated party. In any event, Releasing Parties agree to indemnify, defend, and hold harmless Yellow and its parent corporation, respective affiliates, agents, servants, employees, successors or assigns from any and liens against and interests in the proceeds of this settlement or derivative claims arising from or related to the Occurrence which any other person or entity might have, including but not limited to, any customer, employer, insurer, attorney, lien holder, or other subrogated party. It is further understood and agreed that all claims, if any, for attorneys' liens are included herein.

7. **Other Related Claims and/or Suits Indemnity**

Releasing Parties agree to indemnify, defend, and hold harmless Yellow and its parent corporation, respective affiliates, agents, servants, employees, successors or assigns from any and all claims, demands, actions or causes of action that may hereafter be made or brought on behalf of Releasing Parties, through Releasing Parties, or the current or former title holders of the commodities in question and relating to or arising out of the Occurrence.

8. **Binding Effect**

This Agreement shall be binding on and inure to the benefit of the Parties hereto, their successors, heirs, assigns, agents, attorneys, representatives, insurers, any trustees or conservators appointed for or on behalf of the Parties hereto or their assets, and as to business entities, their parent, subsidiary, affiliated and related companies, together with their respective past, present and future predecessors, successors, assigns, officers, directors, shareholders, agents, attorneys, employees, insurers, and their respective heirs and legal representatives.

9. **Enforcement**

All remedies at law or in equity shall be available for the enforcement of this Agreement. This may be pled as a full bar to the enforcement of any claims arising from the Occurrence.

10. **Captions**

The captions used in this Agreement are for clarification and are meant to be an aid in interpreting it. To the extent they conflict with any substantive provisions of this Agreement, they are to be disregarded.

11. **Advice of Counsel**

Releasing Parties represent that no promises, inducements, or agreements not herein expressed have been made or offered and that this Agreement is not executed in reliance upon any statement or representation except as specifically set out herein. It is understood and agreed that the terms of this Agreement are contractual and not mere recitals.

12. **Warranty of Capacity to Execute Agreement**

Each person signing this Agreement warrants and represents that he or she has the authority to sign on behalf of himself or herself and of the person or entity he or she represents, and that this Agreement has been validly authorized and constitutes a legally binding and enforceable obligation.

13. **Governing Law**

This Agreement shall be construed and interpreted in accordance with the laws of the State of Kansas.

14. **Confidentiality**

Releasing Party agrees to hold in confidence and not disclose to any party the terms of this Agreement, including the existence thereof (the "Confidential Information"); *provided* that if any party seeks to compel the Releasing Party's disclosure of any or all of the Confidential Information, through judicial action or otherwise, or the Releasing Party intends to disclose any or all of the Confidential Information, the Releasing Party shall immediately provide Yellow with prompt written notice so that Yellow may seek an injunction, protective order or any other available remedy to prevent such disclosure; *provided, further*, that, if such remedy is not obtained, the Releasing Party shall furnish only such information as the Releasing Party is legally required to provide.

15. **Entire Agreement**

This Agreement contains the entire agreement between the Parties with regard to the matters set forth herein and supersedes all prior agreements or understandings between the Parties. This Agreement cannot be modified in any respect in the future except in a writing signed by the Parties.

16. **Severability**

It is expressly understood to be the intent of the Parties that the terms and provisions of this Agreement are severable and if, at any time in the future, or for any reason, any term or provision in this Agreement is declared unenforceable, void, voidable, or otherwise invalid, the remaining terms and provisions shall remain valid and enforceable as written.

17. **Counterparts**

This Agreement may be signed in counterparts by the Parties and shall be valid and binding on each Party as if fully executed all on one copy. Facsimile signatures shall be acceptable to bind the Parties hereto.

BEFORE SIGNING BELOW, THE UNDERSIGNED DECLARES THAT HE OR SHE IS COMPETENT TO EXECUTE THIS RELEASE AND SETTLEMENT AGREEMENT, THAT HE OR SHE HAS READ AND FULLY UNDERSTANDS IT, AND THAT HE OR SHE VOLUNTARILY EXECUTES IT WITH FULL KNOWLEDGE OF ITS CONTENTS AND MEANING FOR THE PURPOSE OF OBTAINING THE ABOVE-STATED PAYMENT.

**Gary's Garage & Transport LLC**

Signature: ______

Printed Name: MICK HURWITZ

Title: PRESIDENT

Date: 5/9/24

**Yellow Corp.**

Signature: Theresa Coillot

Printed Name: Theresa Coillot

Title: Fleet Compliance

Date: 4/30/24

**Exhibit A:**

| Count | UNIT | Invoice # | Invoice Amount | TYPE | YEAR | MAKE | VIN |
|---|---|---|---|---|---|---|---|
| 1 | HMES507031 | 176138 | 12150 | RTL | 2007 | GRTDN | 1GRAA96277D424122 |
| 2 | NPME516309 | 176138 | 12150 | RTL | 2016 | HYUND | 3H3V532C5GT673009 |
| 3 | RDWY261143 | 176138 | 12150 | RTL | 2006 | WABSH | 1JJV281W66L965350 |
| 4 | RDWY390169 | 176138 | 12150 | RTL | 2009 | GRTDN | 1GRAP06239T553686 |

# Exhibit 7

## The Temple Towing Inc. Settlement Agreement

# Release and Settlement Agreement

This Release and Settlement Agreement ("Agreement") is made May 7, 2024 (the "Effective Date"), between Temple Towing Inc having its principal place of business at 3815 SHALLOW FORD WEST ROAS, TEMPLE, TX 76502 ("Temple Towing") and Yellow Corp, a Delaware corporation, having its principal place of business at 11500 Outlook Street, Suite 400, Overland Park, KS 66211 ("Yellow"), which may each individually be referred to as "Party" or together the "Parties".

**WHEREAS**, Releasing Party (defined below) allege Yellow owes unpaid towing, repair and/or storage fees; and

**WHEREAS**, Releasing Party and Yellow desire to settle the disputed claims.

**NOW THEREFORE**, in consideration of the mutual promises, covenants, undertakings, releases and agreements contained herein, and other good and valuable consideration, the receipt, adequacy and sufficiency of which the Parties hereby acknowledge, the Parties agree as follows:

**1. Parties**

1.1. The releasing parties to this Agreement include each of Temple Towing, for itself, its parent corporation, their respective successors, heirs, assigns, agents, attorneys, representatives, insurers, any trustees or conservators appointed on its behalf, and all related business entities, their parent, subsidiary, affiliated and related companies, together with their respective past, present and future predecessors, successors, assigns, officers, directors, shareholders, agents, attorneys, employees, insurers, and their respective heirs and legal representatives (the "Releasing Party").

1.2. The party being released is Yellow, its subsidiaries, and their respective successors, heirs, assigns, agents, attorneys, representatives, insurers, any trustees or conservators appointed on its behalf, and all related business entities, their parent, subsidiary, affiliated and related companies, together with their respective past, present and future predecessors, successors, assigns, officers, directors, shareholders, agents, attorneys, employees, insurers, and their respective heirs and legal representatives.

**2. Subject Matter of this Agreement**

This Agreement is based upon claims made by Releasing Parties for damages allegedly arising out of unpaid towing, repair and/or storage fees for Yellow's equipment currently held by Temple Towing (hereinafter referred to as the "Occurrence"). Such Yellow equipment consists of two (2) semi-trailers and one (1) dolly with the following VINs: 5V8VC2816PM309512, 1JJD061X7NL305377, 1DW1A2811HB719620.

**3. Release and Withdrawal of Claims**

In consideration of the transaction set forth in Section 4 below, Releasing Parties hereby release and discharge any and all claims, actions and causes of action it has or may have against Yellow and its subsidiaries, respective affiliates, agents, servants, employees, successors or assigns, employees, arising from or out of the Occurrence even if not reasonably discoverable at the time of this Release and Settlement Agreement(including, but not limited to, the attached invoices. To the extent Releasing Party has filed a proof of claim in Yellow's chapter 11 cases (styled under Case No. 23-11069 (CTG) (Bankr. D. Del. 2023)) with respect to claims subject to this Agreement, Releasing Party agrees to formally withdraw its proof of claim from Yellow's claims register within five (5) business days from receiving titles.

**4. Consideration**

This Agreement is made for and in consideration of the following transaction. Temple Towing shall release all claims against Yellow per Section 3. Yellow shall transfer ownership of the equipment (as described in Section 2 and in as-is condition) to Temple Towing Yellow shall use its best efforts to transfer the titles (lien free) to such equipment to Temple Towing within thirty (30) days of agreement execution date, but in no instance longer than 60 days.

**5. No Admission of Liability**

Yellow and its subsidiaries, respective affiliates, agents, servants, employees, successors or assigns deny all liability and it is understood and agreed that this Agreement is a compromise of doubtful and disputed claims and that the payments made are not to be construed as an admission of liability on the part of the Yellow or as any admission as to the nature and extent of any damages allegedly sustained by Releasing Parties.

**6. Liens and Subrogation Interest; Indemnity**

Releasing Parties represents and warrants that there is no other person or entity who has any lien against or interest in the proceeds of this Agreement or who may claim through Releasing Parties in a derivative manner against Yellow for any cause arising from or related to the Occurrence, including without limitations, any customer, employer, insurer, attorney, lien holder, or other subrogated party. In any event, Releasing Parties agree to indemnify, defend, and hold harmless Yellow and its parent corporation, respective affiliates, agents, servants, employees, successors or assigns from any and liens against and interests in the proceeds of this settlement or derivative claims arising from or related to the Occurrence which any other person or entity might have, including but not limited to, any customer,

employer, insurer, attorney, lien holder, or other subrogated party. It is further understood and agreed that all claims, if any, for attorneys' liens are included herein.

**7. Other Related Claims and/or Suits Indemnity**

Releasing Parties agree to indemnify, defend, and hold harmless Yellow and its parent corporation, respective affiliates, agents, servants, employees, successors or assigns from any and all claims, demands, actions or causes of action that may hereafter be made or brought on behalf of Releasing Parties, through Releasing Parties, or the current or former title holders of the commodities in question and relating to or arising out of the Occurrence.

**8. Binding Effect**

This Agreement shall be binding on and inure to the benefit of the Parties hereto, their successors, heirs, assigns, agents, attorneys, representatives, insurers, any trustees or conservators appointed for or on behalf of the Parties hereto or their assets, and as to business entities, their parent, subsidiary, affiliated and related companies, together with their respective past, present and future predecessors, successors, assigns, officers, directors, shareholders, agents, attorneys, employees, insurers, and their respective heirs and legal representatives.

**9. Enforcement**

All remedies at law or in equity shall be available for the enforcement of this Agreement. This may be pled as a full bar to the enforcement of any claims arising from the Occurrence.

**10. Captions**

The captions used in this Agreement are for clarification and are meant to be an aid in interpreting it. To the extent they conflict with any substantive provisions of this Agreement, they are to be disregarded.

**11. Advice of Counsel**

Releasing Parties represent that no promises, inducements, or agreements not herein expressed have been made or offered and that this Agreement is not executed in reliance upon any statement or representation except as specifically set out herein. It is understood and agreed that the terms of this Agreement are contractual and not mere recitals.

**12. Warranty of Capacity to Execute Agreement**

Each person signing this Agreement warrants and represents that he or she has the authority to sign on behalf of himself or herself and of the person or entity he or she represents, and that this Agreement has been validly authorized and constitutes a legally binding and enforceable obligation.

**13. Governing Law**

This Agreement shall be construed and interpreted in accordance with the laws of the State of Kansas.

**14. Confidentiality**

Releasing Party agrees to hold in confidence and not disclose to any party the terms of this Agreement, including the existence thereof (the "Confidential Information"); *provided* that if any party seeks to compel the Releasing Party's disclosure of any or all of the Confidential Information, through judicial action or otherwise, or the Releasing Party intends to disclose any or all of the Confidential Information, the Releasing Party shall immediately provide Yellow with prompt written notice so that Yellow may seek an injunction, protective order or any other available remedy to prevent such disclosure; *provided, further*, that, if such remedy is not obtained, the Releasing Party shall furnish only such information as the Releasing Party is legally required to provide.

**15. Entire Agreement**

This Agreement contains the entire agreement between the Parties with regard to the matters set forth herein and supersedes all prior agreements or understandings between the Parties. This Agreement cannot be modified in any respect in the future except in a writing signed by the Parties.

**16. Severability**

It is expressly understood to be the intent of the Parties that the terms and provisions of this Agreement are severable and if, at any time in the future, or for any reason, any term or provision in this Agreement is declared unenforceable, void, voidable, or otherwise invalid, the remaining terms and provisions shall remain valid and enforceable as written.

**17. Counterparts**

This Agreement may be signed in counterparts by the Parties and shall be valid and binding on each Party as if fully executed all on one copy. Facsimile signatures shall be acceptable to bind the Parties hereto.

BEFORE SIGNING BELOW, THE UNDERSIGNED DECLARES THAT HE OR SHE IS COMPETENT TO EXECUTE THIS RELEASE AND SETTLEMENT AGREEMENT, THAT HE OR SHE HAS READ AND FULLY UNDERSTANDS IT, AND THAT HE OR SHE VOLUNTARILY EXECUTES IT WITH FULL KNOWLEDGE OF ITS CONTENTS AND MEANING FOR THE PURPOSE OF OBTAINING THE ABOVE-STATED PAYMENT.

**Temple Towing**

Signature: Bruce L. Winkler

Printed Name: Bruce L. Winkler

Title: President

Date: 5/10/24

**Yellow Corp.**

Signature: Theresa Caillot

Printed Name: Theresa Caillot

Title: Fleet Compliance

Date: 5/8/24

Court File No. CV-23-00704038-0C

**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 SAL 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**

Applic

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

**SIXTH SUPPLEMENTAL ORDER**

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