



**First Report to Court of
KSV Restructuring Inc. as Proposal
Trustee of 2806401 Ontario Inc. o/a Allied
Track Services Inc.**

September 4, 2022

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**ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY AND INSOLVENCY)
COMMERCIAL LIST**

**IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF
2806401 ONTARIO INC. O/A ALLIED TRACK SERVICES INC.,
A CORPORATION INCORPORATED UNDER THE LAWS
OF ONTARIO**

**FIRST REPORT OF KSV RESTRUCTURING INC. AS PROPOSAL TRUSTEE OF
2806401 ONTARIO INC. O/A ALLIED TRACK SERVICES INC.**

SEPTEMBER 4, 2022

1.0 Introduction

1. This report (the “Report”) is filed by KSV Restructuring Inc. (“KSV”) in its capacity as proposal trustee (the “Proposal Trustee”) in connection with a Notice of Intention to Make a Proposal (“NOI”) filed by 2806401 Ontario Inc. o/a Allied Track Services Inc. (“Allied”) on August 25, 2022 (the “Filing Date”) pursuant to subsection 50.4(1) of the *Bankruptcy and Insolvency Act* (the “BIA”). A copy of the Certificate of Filing for Allied is attached as Appendix “A”.
2. The principal purpose of Allied’s restructuring proceeding is to wind-down its operations and liquidate its assets for the benefit of its creditors and other stakeholders.
3. In connection with the NOI filing, Allied has entered into an agreement (the “Close Out Agreement”) with one of its key customers, Canadian Pacific Railway Company (“CP”), to provide for an orderly transition of Allied’s services to another vendor. Fulfilment of the terms of the Close Out Agreement will generate additional proceeds for Allied’s creditors and is in the best interest of Allied’s creditors generally.
4. The purpose of this report is to provide the rationale for an application that the Proposal Trustee intends to bring on September 6, 2022 for the appointment by the Ontario Superior Court of Justice (Commercial List) (the “Court”) of KSV as interim receiver (in such capacity, the “Proposed Interim Receiver”) of all of Allied’s property, assets and undertakings, which would provide KSV with the necessary powers and protections to:
 - a) facilitate completion of Allied’s obligations under the Close Out Agreement;
 - b) coordinate the efficient wind-down of Allied’s business; and

- c) protect Allied's remaining assets.
5. The application is supported by Allied's sole shareholder and senior secured creditor and also by CP.

1.1 Restrictions

1. In preparing this Report, the Proposal Trustee has relied upon unaudited financial information prepared by Allied, Allied's books and records and discussions with Allied's management and with its sole shareholder, Bridging Income Fund LP (via the Bridging Receiver, as defined below). The Proposal Trustee has not audited, reviewed or otherwise verified the accuracy or completeness of the information in a manner that would comply with Generally Accepted Assurance Standards pursuant to the *Chartered Professional Accountants of Canada Handbook*.
2. The Proposal Trustee expresses no opinion or other level of assurance with respect to the financial information presented in this Report or relied upon by the Proposal Trustee in preparing this Report. Any party wishing to place reliance on Allied's financial information should perform its own diligence and any reliance placed by any party on the information presented herein shall not be considered sufficient for any purpose whatsoever.

2.0 Background

1. Allied is a railroad maintenance service provider, offering various services including track maintenance and repair, construction, bridging, civil engineering, flagging, signalling and related services. Allied leases its head office in Grimsby, Ontario, and operates in Ontario, Alberta, Manitoba and British Columbia.
2. Allied employed approximately 160 individuals as of the Filing Date, including members of the Labourers' International Union of North America.
3. Allied was incorporated on January 8, 2021 by Bridging Finance Inc. ("Bridging") for the purposes of acting as a stalking horse bidder in the proposal proceedings of a company formerly known as Allied Track Services Inc. ("Old Allied"). Bridging was Old Allied's largest secured creditor.
4. After a sale process in the Old Allied proposal proceedings, Allied's stalking horse bid was determined to be the superior bid, and Allied bought substantially all tangible assets, intellectual property and undertakings of Old Allied in a Court-approved transaction that closed on April 30, 2021. This transaction permitted Allied to continue the operations of Old Allied as a going concern and to continue to provide services to its customers, uninterrupted.
5. Also on April 30, 2021, in proceedings unrelated to the Old Allied proposal proceedings, the Court appointed PricewaterhouseCoopers Inc. as receiver and manager (in such capacity, the "Bridging Receiver") of Bridging and certain related entities and investment funds pursuant to section 129 of the *Securities Act* (Ontario) upon application by the Ontario Securities Commission. Bridging is presently Allied's largest secured creditor and its sole shareholder.

6. Despite the successful implementation of the transaction resulting from Old Allied's proposal proceeding, Allied has continued to generate losses. Allied is insolvent and does not have the liquidity to continue to carry on its business. Accordingly, on August 25, 2022, Allied filed an NOI.

3.0 Secured Creditors & Financial Position

1. Allied's principal secured creditor is Bridging. As of the Filing Date, Bridging was owed approximately \$60 million.
2. Allied also leases numerous vehicles, equipment and machinery to conduct its business. Five parties, in addition to Bridging, have registered financing statements against Allied in connection with vehicles, equipment, machinery and financial instruments. The Proposal Trustee's counsel has not yet undertaken a security review of Bridging's security or any other party's interest.
3. All of Allied's secured creditors, together with Allied's unsecured creditors known to the Proposal Trustee, have been notified of the NOI proceedings. Given the urgency of the application, no secured or unsecured creditors (other than Bridging) are being given notice of the Proposal Trustee's application for the appointment of an interim receiver. If appointed, the interim receiver will notify all registered secured creditors and known unsecured creditors of its appointment.
4. Attached as Appendix "B" are *Personal Property Security Act* registry searches in respect of Allied in Ontario, Manitoba, British Columbia and Alberta.
5. Allied's creditor list, which reflects all known secured and unsecured claims, is attached as Appendix "C".

4.0 The Close Out Agreement

1. A substantial portion of Allied's revenue is derived from track and signals contracts entered into between Allied and CP (the "Service Contracts"). The Proposal Trustee has been in daily contact with CP since the Filing Date in order to determine if there was a path to: (a) recover the outstanding accounts receivable and work-in-process owing by CP which Allied estimates to be approximately \$2 million; and (b) continue the work remaining under the Service Contracts so that CP can transition it on an orderly basis, without disruption to its business.
2. Allied has insufficient liquidity to complete the Service Contracts; however, it understands that it may be difficult for CP to re-source the work in the short term as several of the projects are located in remote locations, the tasks are specialized and the rail service period is seasonal.

3. On September 3, 2022, Allied, the Proposal Trustee and CP entered into the Close Out Agreement, which provides for CP to fund the outstanding accounts receivable and work-in-process owing to Allied in exchange for Allied agreeing to continue the Service Contracts provided that CP pre-pays for such work. The Close Out Agreement is conditional on the Proposal Trustee being appointed Interim Receiver, which condition was included at CP's request. A copy of the Close Out Agreement, with certain commercially sensitive pricing terms redacted, is attached as Appendix "D". An unredacted copy of the Close Out Agreement can be provided to the Court on a confidential basis, upon request by the Court.
4. If the terms of the Close Out Agreement are fulfilled, the Close Out Agreement will result in additional proceeds for Allied's estate, for the benefit of Allied's creditors.

5.0 Need for Interim Receiver

1. The appointment of the Proposed Interim Receiver is necessary in order to facilitate completion of the Close Out Agreement and the wind-up of Allied's business. The appointment is being sought on an urgent basis, and if appointed, the interim receiver will return to Court in due course to seek to either have itself discharged, or have itself appointed as a full receiver, depending on the circumstances at the time. The interim receivership appointment is, therefore, intended to be temporary.
2. The Bridging Receiver, which is the *de facto* sole shareholder and senior secured creditor of Allied, supports the appointment of the interim receiver. The Bridging Receiver has furthermore advised the Proposal Trustee that it will not provide any further liquidity to Allied unless it is in either a bankruptcy or an interim receivership proceeding.
3. Allied's wind-down and discontinuance of several of its customer projects has resulted in numerous employee resignations at both the management level and field services. These departures are continuing and threaten the ability of Allied to fulfill the terms of the Close Out Agreement. The Proposal Trustee believes that the order and certainty imposed by its appointment as interim receiver will allow it to provide some comfort to the Allied employees that are required to undertake the Close Out Agreement.
4. Employees not involved in the Service Contracts or needed for the wind-down will have to be terminated and the Proposed Interim Receiver can work to facilitate an orderly transition for them and assist with applications under the Wage Earner Protection Program. A proposal trustee does not have the ability to terminate employees, and Allied's existing management has expressed concerns about doing so in the proposal proceedings.

5. The appointment of an interim receiver will generally benefit all of Allied's stakeholders by:
 - a) allowing continuity of Allied's operations while the terms of the Close Out Agreement and a liquidation are completed with a view to:
 - i. continuing the employment of some of the current employees in the short term;
 - ii. maintaining transparent and coordinated communications with Allied's employees; and
 - iii. managing receipts and disbursements;
 - b) protecting the interest of Allied's stakeholders generally, given the Court-supervised process, which need is particularly acute when personnel are leaving and resigning on a daily basis; and
 - c) assisting CP to avoid a disruption to its business while at the same time generating recoveries to the estate from the proceeds of the Close Out Agreement.

6. In the Proposal Trustee's view, an interim receivership is superior to a bankruptcy in this situation for several reasons, including because:
 - a) the interim receivership will enable the interim receiver to direct Allied's employees with the benefit of Allied's existing workers compensation coverage, which would not be possible for a bankruptcy trustee;
 - b) Allied's existing insurance coverage will be unaffected by an interim receivership, while the effect on insurance is not clear in a bankruptcy;
 - c) an interim receivership does not require the commencement of creditor meetings or other administrative steps required in a bankruptcy, which would be time consuming and divert resources needed to focus on completing the Close Out Agreement and locating and securing assets;
 - d) Allied's wind-down will need funding, and the structure for the Bridging Receiver to fund an interim receivership process is clear, while funding a bankruptcy trustee requires money to be paid into the estate on a non-priority basis, absent a Court-ordered charge; and
 - e) the protections and limitations of liability afforded to an interim receiver are clear and comprehensive, while the protections for a bankruptcy trustee are limited, and thus no indemnity is required to be provided in an interim receivership.

6.0 Court Ordered Charges

6.1 Interim Receiver's Charge & Borrowings Charge

1. The Proposal Trustee is seeking a charge securing the fees and disbursements of the Proposed Interim Receiver and its counsel (the "Interim Receiver's Charge").
2. A receiver's charge is a common feature in receivership proceedings, including interim receivership proceedings - it is required by certain of the professionals engaged to assist a debtor company and to protect them in the event that the debtor is unable to pay professional fees and costs during the proceedings.
3. The Proposal Trustee believes that the Interim Receiver's Charge is reasonable and appropriate in the circumstances given the complexities of Allied's proceedings, Allied's lack of liquidity and the services to be provided by the professionals involved in these proceedings. These professionals will serve distinct and key roles in these proceedings.
4. The Proposal Trustee is also seeking a borrowing charge to secure any funding it requires to administer the Allied proceedings (the "Interim Receiver's Borrowings Charge"). The Bridging Receiver has advised that it is willing to provide funding for necessary expenses in the proposed interim receivership process, but that it requires a priority charge to secure all funding provided.
5. As the Proposal Trustee's application for the appointment of the interim receiver is not being made on notice to Allied's secured creditors (other than Bridging), the draft order sought by the Proposal Trustee provides that the Interim Receiver's Charge and Interim Receiver's Borrowings Charge will be in priority to Bridging, but subordinate to all other registered encumbrances on Allied's assets. If such an order is granted, the interim receiver may return to Court, on notice to affected parties, seeking an order elevating the priority of the Interim Receiver's Charge and Interim Receiver's Borrowings Charge.

7.0 Conclusion and Recommendation

1. Based on the foregoing, the Proposal Trustee respectfully recommends that this Court make an order granting the relief requested by the Proposal Trustee.

* * *

All of which is respectfully submitted,



**KSV RESTRUCTURING INC.
SOLELY IN ITS CAPACITY AS PROPOSAL TRUSTEE UNDER THE
NOTICE OF INTENTION TO MAKE A PROPOSAL OF
2806401 ONTARIO INC. O/A ALLIED TRACK SERVICES INC.
AND NOT IN ITS PERSONAL CAPACITY**

APPENDIX “A”



Industry Canada
Office of the Superintendent
of Bankruptcy Canada

Industrie Canada
Bureau du surintendant
des faillites Canada

District of Ontario
Division No. 07 - Hamilton
Court No. 32-2859284
Estate No. 32-2859284

In the Matter of the Notice of Intention to make a proposal of:

2806401 Ontario Inc.

Insolvent Person

KSV RESTRUCTURING INC.

Licensed Insolvency Trustee

Date of the Notice of Intention:

August 25, 2022

CERTIFICATE OF FILING OF A NOTICE OF INTENTION TO MAKE A PROPOSAL
Subsection 50.4 (1)

I, the undersigned, Official Receiver in and for this bankruptcy district, do hereby certify that the aforementioned insolvent person filed a Notice of Intention to Make a Proposal under subsection 50.4 (1) of the Bankruptcy and Insolvency Act;

Pursuant to subsection 69. (1) of the Act, all proceedings against the aforementioned insolvent person are stayed as of the date of filing of the Notice of Intention.

Date: August 25, 2022, 14:21

E-File/Dépôt Electronique

Official Receiver

Federal Building - Hamilton, 55 Bay Street N, 9th Floor, Hamilton, Ontario, Canada, L8R3P7, (877)376-9902

Canada

APPENDIX “B”

Search ID #: Z15328312

Transmitting PartyWEST-END REGISTRATIONS LICENSING & SEARCHES
LTD. (P158)10011 170 STREET
EDMONTON, AB T5P 4R5Party Code: 50076967
Phone #: 780 483 8211
Reference #: 04088896-130512

Search ID #: Z15328312

Date of Search: 2022-Aug-22

Time of Search: 09:15:04

Business Debtor Search For:

2806401 Ontario Inc.

No Result(s) Found

NOTE:

A complete Search may result in a Report of Exact and Inexact Matches.
Be sure to read the reports carefully.

Result Complete





PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Business Debtor - "2806401 Ontario Inc."

Search Date and Time: August 22, 2022 at 8:15:01 am Pacific time

Account Name: Not available.

TABLE OF CONTENTS

3 Matches in 2 Registrations in Report

Exact Matches: 3 (*)

Total Search Report Pages: 7

	Base Registration	Base Registration Date	Debtor Name	Page
1	076304N	June 29, 2021	* 2806401 ONTARIO INC.	2
2	421567N	December 10, 2021	* 2806401 ONTARIO INC. * 2806401 ONTARIO INC.	4



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 076304N

Registration Type:	PPSA SECURITY AGREEMENT
Base Registration Date and Time:	June 29, 2021 at 11:39:48 am Pacific time
Current Expiry Date and Time:	June 29, 2024 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of August 22, 2022 at 8:15:01 am Pacific time)

Secured Party Information

**WHEATON CHEVROLET BUICK
CADILLAC GMC LTD.**

Address

2867 DOUGLAS STREET
VICTORIA BC
V8T 4M7 Canada

Debtor Information

2806401 ONTARIO INC.

Address

103-7450 DALLAS DRIVE
KAMLOOPS BC
V2C 6X2 Canada

Vehicle Collateral

Type	Year	Make/Model	Serial/VIN/DOT Number
Motor Vehicle (MV)	2021	GMC / SIERRA 1500 DENALI 4W	1GTU9FED2MZ312862

General Collateral

None.



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Original Registering Party

**WHEATON CHEVROLET BUICK
CADILLAC GMC LTD.**

Address

2867 DOUGLAS STREET
VICTORIA BC
V8T 4M7 Canada





PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 421567N

Registration Type:	PPSA SECURITY AGREEMENT
Base Registration Date and Time:	December 10, 2021 at 11:18:26 am Pacific time
Current Expiry Date and Time:	December 10, 2027 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of August 22, 2022 at 8:15:01 am Pacific time)

Secured Party Information

VAULT CREDIT CORPORATION

Address

41 SCARSDALE ROAD UNIT 5
TORONTO ON
M3B 2R2 Canada



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Debtor Information

2806401 ONTARIO INC.

Address

169A SOUTH SERVICE RD
GRIMSBY ON
L3M 4H6 Canada

2806401 ONTARIO INC.

Address

7450 DALLAS DR #203
KAMLOOPS BC
V2C 6Z1 Canada

ALLIED TRACK SERVICES CORP.

Address

169A SOUTH SERVICE ROAD,
GRIMSBY ON
L3M 4H6 Canada

ALLIED TRACK SERVICES CORP.

Address

7450 DALLAS DR #203
KAMLOOPS BC
V2C 6Z1 Canada

Vehicle Collateral

Type	Year	Make/Model	Serial/VIN/DOT Number
Motor Vehicle (MV)	2018	VERMEER D10X15S3 / -	1VRA130V6H1000511



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

General Collateral

Base Registration General Collateral:

ONE 2018 VERMEER D10X15S3 NAVIGATOR DRILL S/N 1VRA130V6H1000511, TOGETHER WITH ALL GOODS OF EVERY NATURE OR KIND, FINANCED BY THE SECURED PARTY TO THE DEBTOR AND AS AMENDED FROM TIME TO TIME, TOGETHER WITH ANY AND ALL PAST, PRESENT AND FUTURE ACQUIRED PARTS, ATTACHMENTS, ACCESSORIES, ACCESSIONS, ADDITIONS, SUBSTITUTIONS, IMPROVEMENTS, REPAIR AND REPLACEMENT PARTS AND OTHER EQUIPMENT PLACED ON OR FORMING PART OF THE GOODS DESCRIBED HEREIN AND ANY AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE AND OR DEALINGS WITH THE COLLATERAL OR PROCEEDS THEREOF AND WITHOUT LIMITATION, MONEY, CHEQUES, DEPOSITS IN DEPOSIT, TAKING INSTITUTIONS, GOODS, ACCOUNTS RECEIVABLE, RENTS OR OTHER PAYMENTS ARISING FROM THE LEASE OF THE COLLATERAL, INCLUDING ALL GOODS, SECURITIES, INSTRUMENTS DOCUMENTS OF TITLE, CHATTEL PAPER, INTANGIBLES (AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT), RIGHTS OF INSURANCE PAYMENTS OR ANY OTHER PAYMENT AS INDEMNITY OR, COMPENSATION FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL.

Original Registering Party

VAULT CREDIT CORPORATION

Address

41 SCARSDALE ROAD UNIT 5
TORONTO ON
M3B 2R2 Canada



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

HISTORY

(Showing most recent first)

AMENDMENT

Registration Date and Time: December 10, 2021 at 11:54:15 am Pacific time
Registration Number: 421664N
Description: ADDING ADDRESS ADD DEBTOR

Debtor Information

ALLIED TRACK SERVICES CORP. **Address**
 ADDED 169A SOUTH SERVICE ROAD,
 GRIMSBY ON
 L3M 4H6 Canada

ALLIED TRACK SERVICES CORP. **Address**
 ADDED 7450 DALLAS DR #203
 KAMLOOPS BC
 V2C 6Z1 Canada

Registering Party Information

VAULT CREDIT CORPORATION **Address**
 41 SCARSDALE ROAD UNIT 5
 TORONTO ON
 M3B 2R2 Canada

- Sue Shaunessy (odi1ssha)  **Logoff**

- Services*
- Account Services*
- Account Statements
- Registration Services*
- Financing Statement
- Change Statement
- Discharge Statement
- Global Change
- Search Services*
- Individual Debtor
- Business Debtor**
- Registration Number
- Serial Number
- Document Copies
- Other Services*
- Fees
- Party Code
- Registration History
- Contact Us

- eRegistration
- Land Titles Online
- Plan Deposit Submission
- Title Check
- Account Information

Business Debtor

- Search Results**
- Print Requests
- Mailing Information
- Payment

[Help](#)

Search by Business Debtor

Date: 2022-09-03 Business Name: 2806401 ONTARIO INC.
 Time: 12:36:31 PM
 Transaction Number: 10265810593

0 exact matches were found.
0 similar matches were found.

Additional Options:

To request Printed Search Results or Printed Registered Documents, please select the "Print Requests" tab.
 To start a new search, please select the "New Search" button:

[New Search](#)

- Search Results**
- Print Requests
- Mailing Information
- Payment

[Printer Friendly Version](#)



PERSONAL PROPERTY SECURITY REGISTRATION
SYSTEM (ONTARIO) ENQUIRY RESULTS

Prepared for : Blakes Financial Services Group
Reference : NAB
Docket : 00025198000004
Search ID : 882429
Date Processed : 8/22/2022 11:14:22 AM
Report Type : PPSA Electronic Response
Search Conducted on : 2806401 Ontario Inc.
Search Type : Business Debtor

DISCLAIMER :

This report has been generated using data provided by the Personal Property Registration Branch, Ministry of Government Services, Government of Ontario. No liability is undertaken regarding its correctness, completeness, or the interpretation and use that are made of it.

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

THIS IS TO CERTIFY THAT A SEARCH HAS BEEN MADE IN THE RECORDS OF THE
CENTRAL OFFICE OF THE PERSONAL PROPERTY SECURITY SYSTEM IN RESPECT
OF THE FOLLOWING:

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: 2806401 Ontario Inc.

FILE CURRENCY: August 21, 2022

RESPONSE CONTAINS: APPROXIMATELY 5 FAMILIES and 13 PAGES.

THE SEARCH RESULTS MAY INDICATE THAT THERE ARE SOME REGISTRATIONS
WHICH SET OUT A BUSINESS DEBTOR NAME WHICH IS SIMILAR TO THE NAME
IN WHICH YOUR ENQUIRY WAS MADE. IF YOU DETERMINE THAT THERE ARE
OTHER SIMILAR BUSINESS DEBTOR NAMES, YOU MAY REQUEST THAT
ADDITIONAL ENQUIRIES BE MADE AGAINST THOSE NAMES.

THE ABOVE REPORT HAS BEEN CREATED BASED ON THE DATA PROVIDED BY
THE PERSONAL PROPERTY REGISTRATION BRANCH, MINISTRY OF CONSUMER
AND BUSINESS SERVICES, GOVERNMENT OF ONTARIO. NO LIABILITY IS
UNDERTAKEN REGARDING ITS CORRECTNESS, COMPLETENESS, OR THE
INTERPRETATION AND USE THAT ARE MADE OF IT.

MINISTRY OF CONSUMER AND BUSINESS SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: 2806401 Ontario Inc.

FILE CURRENCY: August 21, 2022

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 1 OF 5 ENQUIRY PAGE : 1 OF 13

SEARCH : BD : 2806401 ONTARIO INC.

00 FILE NUMBER : 742992741 EXPIRY DATE : 23AUG 2024 STATUS :
 01 CAUTION FILING : PAGE : 001 OF 3 MV SCHEDULE ATTACHED :
 REG NUM : 20180823 1410 1901 5502 REG TYP: P PPSA REG PERIOD: 06
 02 IND DOB : IND NAME:
 03 BUS NAME: ALLIED TRACK SERVICES INC.
 OCN :
 04 ADDRESS : 169A SOUTH SERVICE ROAD
 CITY : GRIMSBY PROV: ON POSTAL CODE: L3M 4H6
 05 IND DOB : IND NAME:
 06 BUS NAME:
 OCN :
 07 ADDRESS :
 CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :
 MERIDIAN ONECAP CREDIT CORP.
 09 ADDRESS : SUITE 1500, 4710 KINGSWAY
 CITY : BURNABY PROV: BC POSTAL CODE: V5H 4M2
 CONS. MV DATE OF OR NO FIXED
 GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
 10 X X
 YEAR MAKE MODEL V.I.N.
 11 2019 LANDOLL 455B-53 1LH455WJ7K1B26256
 12

GENERAL COLLATERAL DESCRIPTION

13 TRAILER(S), RAIL PACKAGE(S), TOGETHER WITH ALL ATTACHMENTS
 14 ACCESSORIES ACCESSIONS REPLACEMENTS SUBSTITUTIONS ADDITIONS AND
 15 IMPROVEMENTS THERETO AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR
 16 AGENT: AVS SYSTEMS INC.
 17 ADDRESS : 201 - 1325 POLSON DR.
 CITY : VERNON PROV: BC POSTAL CODE: V1T 8H2

CONTINUED

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: 2806401 Ontario Inc.

FILE CURRENCY: August 21, 2022

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 1 OF 5 ENQUIRY PAGE : 2 OF 13

SEARCH : BD : 2806401 ONTARIO INC.

00 FILE NUMBER : 742992741 EXPIRY DATE : 23AUG 2024 STATUS :
 01 CAUTION FILING : PAGE : 002 OF 3 MV SCHEDULE ATTACHED :
 REG NUM : 20180823 1410 1901 5502 REG TYP: REG PERIOD:
 02 IND DOB : IND NAME:
 03 BUS NAME:
 OCN :
 04 ADDRESS :
 CITY : PROV: POSTAL CODE:
 05 IND DOB : IND NAME:
 06 BUS NAME:
 OCN :
 07 ADDRESS :
 CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :
 CITY : PROV: POSTAL CODE:
 CONS. MV DATE OF OR NO FIXED
 GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
 10
 YEAR MAKE MODEL V.I.N.
 11
 12

GENERAL COLLATERAL DESCRIPTION

13 INDIRECTLY FROM ANY SALE AND OR DEALINGS WITH THE COLLATERAL AND A
 14 RIGHT TO AN INSURANCE PAYMENT OR OTHER PAYMENT THAT INDEMNIFIES OR
 15 COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE
 16 AGENT:

17 ADDRESS :
 CITY : PROV: POSTAL CODE:

CONTINUED

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: 2806401 Ontario Inc.

FILE CURRENCY: August 21, 2022

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 1 OF 5 ENQUIRY PAGE : 3 OF 13

SEARCH : BD : 2806401 ONTARIO INC.

00 FILE NUMBER : 742992741 EXPIRY DATE : 23AUG 2024 STATUS :
 01 CAUTION FILING : PAGE : 003 OF 3 MV SCHEDULE ATTACHED :
 REG NUM : 20180823 1410 1901 5502 REG TYP: REG PERIOD:
 02 IND DOB : IND NAME:
 03 BUS NAME:
 OCN :
 04 ADDRESS :
 CITY : PROV: POSTAL CODE:
 05 IND DOB : IND NAME:
 06 BUS NAME:
 OCN :
 07 ADDRESS :
 CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :
 CITY : PROV: POSTAL CODE:
 CONS. MV DATE OF OR NO FIXED
 GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
 10
 YEAR MAKE MODEL V.I.N.
 11
 12
 GENERAL COLLATERAL DESCRIPTION
 13 COLLATERAL
 14
 15
 16 AGENT:
 17 ADDRESS :
 CITY : PROV: POSTAL CODE:

CONTINUED

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: 2806401 Ontario Inc.

FILE CURRENCY: August 21, 2022

2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

FAMILY : 1 OF 5 ENQUIRY PAGE : 4 OF 13

SEARCH : BD : 2806401 ONTARIO INC.

FILE NUMBER 742992741

PAGE	TOT	REGISTRATION NUM	REG TYPE
01	CAUTION :	001 OF 1	MV SCHED: 20210819 1131 1902 2127
21	REFERENCE FILE NUMBER : 742992741		
22	AMEND PAGE:	NO PAGE:	CHANGE: E TRANSFER REN YEARS: CORR PER:
23	REFERENCE DEBTOR/ IND NAME:		
24	TRANSFEROR: BUS NAME: ALLIED TRACK SERVICES INC.		

25 OTHER CHANGE:

26 REASON:

27 /DESCR:

28 :

02/05 IND/TRANSFEE:

03/06 BUS NAME/TRFEE: 2806401 ONTARIO INC.

OCN:

04/07 ADDRESS: 169A SOUTH SERVICE ROAD

CITY: GRIMSBY PROV: ON POSTAL CODE: L3M 4H6

29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :

CITY :	PROV :	POSTAL CODE :	
CONS.	MV	DATE OF	NO FIXED
GOODS INVTRY EQUIP ACCTS OTHER	INCL	AMOUNT	MATURITY OR MAT DATE

10

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16 NAME : ESC CORPORATE SERVICES LTD.

17 ADDRESS : 201-1325 POLSON DRIVE

CITY : VERNON PROV : BC POSTAL CODE : V1T 8H2

END OF FAMILY

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: 2806401 Ontario Inc.

FILE CURRENCY: August 21, 2022

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 2 OF 5 ENQUIRY PAGE : 5 OF 13

SEARCH : BD : 2806401 ONTARIO INC.

00 FILE NUMBER : 771995124 EXPIRY DATE : 29APR 2026 STATUS :
 01 CAUTION FILING : PAGE : 001 OF 1 MV SCHEDULE ATTACHED :
 REG NUM : 20210429 0824 1590 0387 REG TYP: P PPSA REG PERIOD: 5
 02 IND DOB : IND NAME:
 03 BUS NAME: 2806401 ONTARIO INC.
 OCN :
 04 ADDRESS : 77 KING STREET WEST, SUITE 2925
 CITY : TORONTO PROV: ON POSTAL CODE: M5K 1K7
 05 IND DOB : IND NAME:
 06 BUS NAME:
 OCN :
 07 ADDRESS :
 CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :
 BRIDGING FINANCE INC., AS AGENT
 09 ADDRESS : 77 KING STREET WEST, SUITE 2925
 CITY : TORONTO PROV: ON POSTAL CODE: M5K 1K7
 CONS. MV DATE OF OR NO FIXED
 GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
 10 X X X X X
 YEAR MAKE MODEL V.I.N.

11

12

GENERAL COLLATERAL DESCRIPTION

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14

15

16 AGENT: CHAITONS LLP (DB/41932)

17 ADDRESS : 5000 YONGE STREET, 10TH FLOOR

CITY : TORONTO PROV: ON POSTAL CODE: M2N 7E9

END OF FAMILY

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: 2806401 Ontario Inc.

FILE CURRENCY: August 21, 2022

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 3 OF 5 ENQUIRY PAGE : 6 OF 13

SEARCH : BD : 2806401 ONTARIO INC.

00 FILE NUMBER : 772614774 EXPIRY DATE : 18MAY 2026 STATUS :
 01 CAUTION FILING : PAGE : 001 OF 1 MV SCHEDULE ATTACHED :
 REG NUM : 20210518 1612 1532 4424 REG TYP: P PPSA REG PERIOD: 5
 02 IND DOB : IND NAME:
 03 BUS NAME: 2806401 ONTARIO INC.
 OCN :
 04 ADDRESS : 169A S SERVICE RD
 CITY : GRIMSBY PROV: ON POSTAL CODE: L3M 4H6
 05 IND DOB : IND NAME:
 06 BUS NAME:
 OCN :
 07 ADDRESS :
 CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :
 BANK OF MONTREAL/BANQUE DE MONTREAL
 09 ADDRESS : 250 YONGE STREET, 9TH FLOOR
 CITY : TORONTO PROV: ON POSTAL CODE: M5B 2L7
 CONS. MV DATE OF OR NO FIXED
 GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
 10 X X X X X
 YEAR MAKE MODEL V.I.N.
 11
 12

GENERAL COLLATERAL DESCRIPTION

13 LF269 PLEDGE OF INSTRUMENT AND ASSIGNMENT OF PROCEEDS. COLLATERAL
 14 DESCRIBED AS SHORT TERM INVESTMENT 0002-9560-028 IN THE PRINCIPAL
 15 AMOUNT OF \$54,500.00.
 16 AGENT: CSRS
 17 ADDRESS : 4126 NORLAND AVE
 CITY : BURNABY PROV: BC POSTAL CODE: V5G 3S8

END OF FAMILY

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: 2806401 Ontario Inc.

FILE CURRENCY: August 21, 2022

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 4 OF 5 ENQUIRY PAGE : 7 OF 13

SEARCH : BD : 2806401 ONTARIO INC.

00 FILE NUMBER : 772738938 EXPIRY DATE : 21MAY 2027 STATUS :
 01 CAUTION FILING : PAGE : 001 OF 3 MV SCHEDULE ATTACHED :
 REG NUM : 20210521 1728 1901 4215 REG TYP: P PPSA REG PERIOD: 06
 02 IND DOB : IND NAME:
 03 BUS NAME: 2806401 ONTARIO INC.
 OCN :
 04 ADDRESS : 169A SOUTH SERVICES RD.
 CITY : GRIMSBY PROV: ON POSTAL CODE: L3M 4H6
 05 IND DOB : IND NAME:
 06 BUS NAME:
 OCN :
 07 ADDRESS :
 CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :
 CATERPILLAR FINANCIAL SERVICES LIMITED
 09 ADDRESS : 3457 SUPERIOR COURT UNIT 2
 CITY : OAKVILLE PROV: ON POSTAL CODE: L6L 0C4
 CONS. MV DATE OF OR NO FIXED
 GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
 10 X X
 YEAR MAKE MODEL V.I.N.
 11 2021 CATERPILLAR 420-07XE CAT00420KH9X00662
 12

GENERAL COLLATERAL DESCRIPTION

13 ONE (1) CATERPILLAR 420-07XE BACKHOE LOADER C/W GENERAL PURPOSE
 14 BUCKET TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS,
 15 REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS TO THE
 16 AGENT: ESC CORPORATE SERVICES LTD.
 17 ADDRESS : 201-1325 POLSON DRIVE
 CITY : VERNON PROV: BC POSTAL CODE: V1T 8H2

CONTINUED

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: 2806401 Ontario Inc.

FILE CURRENCY: August 21, 2022

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 4 OF 5 ENQUIRY PAGE : 8 OF 13

SEARCH : BD : 2806401 ONTARIO INC.

00 FILE NUMBER : 772738938 EXPIRY DATE : 21MAY 2027 STATUS :
 01 CAUTION FILING : PAGE : 002 OF 3 MV SCHEDULE ATTACHED :
 REG NUM : 20210521 1728 1901 4215 REG TYP: REG PERIOD:
 02 IND DOB : IND NAME:
 03 BUS NAME:
 OCN :
 04 ADDRESS :
 CITY : PROV: POSTAL CODE:
 05 IND DOB : IND NAME:
 06 BUS NAME:
 OCN :
 07 ADDRESS :
 CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :
 CITY : PROV: POSTAL CODE:
 CONS. MV DATE OF OR NO FIXED
 GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
 10
 YEAR MAKE MODEL V.I.N.
 11
 12

GENERAL COLLATERAL DESCRIPTION

13 ABOVEMENTIONED COLLATERAL AND ALL PROCEEDS IN ANY FORM DERIVED
 14 DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH SUCH COLLATERAL AND A
 15 RIGHT TO AN INSURANCE PAYMENT OR ANY PAYMENT THAT INDEMNIFIES OR
 16 AGENT:
 17 ADDRESS :
 CITY : PROV: POSTAL CODE:

CONTINUED

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: 2806401 Ontario Inc.

FILE CURRENCY: August 21, 2022

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 4 OF 5 ENQUIRY PAGE : 9 OF 13

SEARCH : BD : 2806401 ONTARIO INC.

00 FILE NUMBER : 772738938 EXPIRY DATE : 21MAY 2027 STATUS :
 01 CAUTION FILING : PAGE : 003 OF 3 MV SCHEDULE ATTACHED :
 REG NUM : 20210521 1728 1901 4215 REG TYP: REG PERIOD:
 02 IND DOB : IND NAME:
 03 BUS NAME:
 OCN :
 04 ADDRESS :
 CITY : PROV: POSTAL CODE:
 05 IND DOB : IND NAME:
 06 BUS NAME:
 OCN :
 07 ADDRESS :
 CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :
 CITY : PROV: POSTAL CODE:
 CONS. MV DATE OF OR NO FIXED
 GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
 10
 YEAR MAKE MODEL V.I.N.
 11
 12

GENERAL COLLATERAL DESCRIPTION

13 COMPENSATES FOR LOSS OR DAMAGE TO SUCH COLLATERAL OR PROCEEDS OF SUCH
 14 COLLATERAL. PROCEEDS MEANS GOODS, SECURITIES, DOCUMENTS OF TITLE,
 15 CHATTEL PAPER, INSTRUMENTS, MONEY AND INTANGIBLES.

16 AGENT:

17 ADDRESS :
 CITY : PROV: POSTAL CODE:

END OF FAMILY

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: 2806401 Ontario Inc.

FILE CURRENCY: August 21, 2022

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 5 OF 5 ENQUIRY PAGE : 10 OF 13

SEARCH : BD : 2806401 ONTARIO INC.

00 FILE NUMBER : 778925898 EXPIRY DATE : 09DEC 2027 STATUS :
 01 CAUTION FILING : PAGE : 01 OF 001 MV SCHEDULE ATTACHED :
 REG NUM : 20211209 1702 1462 7589 REG TYP: P PPSA REG PERIOD: 6
 02 IND DOB : IND NAME:
 03 BUS NAME: 2806401 ONTARIO INC.
 OCN :
 04 ADDRESS : 169A SOUTH SERVICE RD
 CITY : GRIMSBY PROV: ON POSTAL CODE: L3M4H6
 05 IND DOB : IND NAME:
 06 BUS NAME:
 OCN :
 07 ADDRESS :
 CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :
 VAULT CREDIT CORPORATION
 09 ADDRESS : 41 SCARSDALE ROAD UNIT 5
 CITY : TORONTO PROV: ON POSTAL CODE: M3B2R2
 CONS. MV DATE OF OR NO FIXED
 GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
 10 X X X
 YEAR MAKE MODEL V.I.N.
 11 2018 VERMEER D10X15S3 1VRA130V6H1000511
 12

GENERAL COLLATERAL DESCRIPTION

13
 14
 15

16 AGENT: VAULT CREDIT CORPORATION
 17 ADDRESS : 41 SCARSDALE ROAD UNIT 5
 CITY : TORONTO PROV: ON POSTAL CODE: M3B2R2

CONTINUED

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: 2806401 Ontario Inc.

FILE CURRENCY: August 21, 2022

2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

FAMILY : 5 OF 5 ENQUIRY PAGE : 11 OF 13

SEARCH : BD : 2806401 ONTARIO INC.

FILE NUMBER 778925898

PAGE TOT REGISTRATION NUM REG TYPE
 01 CAUTION : 01 OF 002 MV SCHED: 20211210 1703 1462 8115

21 REFERENCE FILE NUMBER : 778925898

22 AMEND PAGE: NO PAGE: CHANGE: A AMNDMNT REN YEARS: CORR PER:

23 REFERENCE DEBTOR/ IND NAME:

24 TRANSFEROR: BUS NAME: 2806401 ONTARIO INC.

25 OTHER CHANGE:

26 REASON: ADDING ADDRESS

27 /DESCR:

28 :

02/05 IND/TRANSFEE:

03/06 BUS NAME/TRFEE: 2806401 ONTARIO INC.

OCN:

04/07 ADDRESS: 7450 DALLAS DR #203

CITY: KAMLOOPS PROV: BC POSTAL CODE: V2C6Z1

29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :

CITY :	PROV :	POSTAL CODE :						
CONS.	MV	DATE OF	NO FIXED					
GOODS	INVTRY	EQUIP	ACCTS	OTHER	INCL	AMOUNT	MATURITY OR	MAT DATE
10	X			X	X			

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12

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14

15

16 NAME : VAULT CREDIT CORPORATION

17 ADDRESS : 41 SCARSDALE ROAD UNIT 5

CITY : TORONTO PROV : ON POSTAL CODE : M3B2R2

CONTINUED

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: 2806401 Ontario Inc.

FILE CURRENCY: August 21, 2022

2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

FAMILY : 5 OF 5 ENQUIRY PAGE : 12 OF 13

SEARCH : BD : 2806401 ONTARIO INC.

FILE NUMBER 778925898

PAGE TOT REGISTRATION NUM REG TYPE
 01 CAUTION : 02 OF 002 MV SCHED: 20211210 1703 1462 8115

21 REFERENCE FILE NUMBER : 778925898

22 AMEND PAGE: NO PAGE: CHANGE: A AMNDMNT REN YEARS: CORR PER:

23 REFERENCE DEBTOR/ IND NAME:

24 TRANSFEROR: BUS NAME:

25 OTHER CHANGE:

26 REASON:

27 /DESCR:

28 :

02/05 IND/TRANSFEE:

03/06 BUS NAME/TRFEE: ALLIED TRACK SERVICES CORP.

OCN:

04/07 ADDRESS: 7450 DALLAS DR #203KAMLOOPS, BC

CITY: KAMLOOPS PROV: BC POSTAL CODE: V2C6Z1

29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :

CITY :	PROV :	POSTAL CODE :						
CONS.	MV	DATE OF	NO FIXED					
GOODS	INVTRY	EQUIP	ACCTS	OTHER	INCL	AMOUNT	MATURITY OR	MAT DATE
10								
11								
12								
13								
14								
15								

16 NAME : VAULT CREDIT CORPORATION

17 ADDRESS : 41 SCARSDALE ROAD UNIT 5

CITY : TORONTO PROV : ON POSTAL CODE : M3B2R2

CONTINUED

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: 2806401 Ontario Inc.

FILE CURRENCY: August 21, 2022

2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

FAMILY : 5 OF 5 ENQUIRY PAGE : 13 OF 13

SEARCH : BD : 2806401 ONTARIO INC.

FILE NUMBER 778925898

PAGE TOT REGISTRATION NUM REG TYPE
 01 CAUTION : 01 OF 001 MV SCHED: 20211213 1006 1462 8251

21 REFERENCE FILE NUMBER : 778925898

22 AMEND PAGE: NO PAGE: CHANGE: A AMNDMNT REN YEARS: CORR PER:

23 REFERENCE DEBTOR/ IND NAME:

24 TRANSFEROR: BUS NAME: 2806401 ONTARIO INC.

25 OTHER CHANGE:

26 REASON: ADDING NAME AND ADDRESS

27 /DESCR:

28 :

02/05 IND/TRANSFEE:

03/06 BUS NAME/TRFEE: ALLIED TRACK SERVICES CORP.

OCN:

04/07 ADDRESS: 169A SOUTH SERVICE ROAD

CITY: GRIMSBY PROV: ON POSTAL CODE: L3M4H6

29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :

CITY :	PROV :	POSTAL CODE :						
CONS.	MV	DATE OF	NO FIXED					
GOODS	INVTRY	EQUIP	ACCTS	OTHER	INCL	AMOUNT	MATURITY OR	MAT DATE

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15

16 NAME : VAULT CREDIT CORPORATION

17 ADDRESS : 41 SCARSDALE ROAD UNIT 5

CITY : TORONTO PROV : ON POSTAL CODE : M3B2R2

LAST SCREEN

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

APPENDIX “C”

**IN THE MATTER OF THE NOTICE OF INTENTION TO FILE A PROPOSAL OF
2806401 Ontario Inc.
OF THE TOWN OF GRIMSBY, IN THE PROVINCE OF ONTARIO**

Preliminary list of creditors as at August 24, 2022, as submitted by 2806401 Ontario Inc.
without admission as to any liability or privilege herein shown

Creditor	Address				Amount Due (\$)
Secured					
Bridging Finance Inc., as agent	77 King Street West, Suite 2925, PO Box 322	Toronto	ON	M8K 1K7	59,763,690.50
Bank of Montreal	250 Yonge Street, 9th Floor	Toronto	ON	M3B 2L7	1.00
Canada Revenue Agency	4695 Shawinigan-Sud Blvd	Shawinigan	QC	G9P 5H9	1.00
Caterpillar Financial Services Limited	3457 Superior Court, Unit 2	Oakville	ON	L0L 0C4	1.00
Meridian OneCap Credit Corp.	4710 Kingsway, Suite 1500	Burnaby	BC	V5H 4M2	1.00
Vault Credit Corporation	41 Scarsdale Road, Unit 5	Toronto	ON	M3B 2R2	1.00
Wheaton Chevrolet Buick Cadillac GMC Ltd.	2867 Douglas Street	Victoria	BC	V8T 4M7	1.00
Unsecured					
Receiver General	Technology Centre 875 Heron Rd	Ottawa	ON	K1A 1B1	1,656,114.46
Universal Platinum Fleet Cards	3280 Peachtree Road, Suite 2400	Atlanta	GA	30305	382,435.09
Telpay	298 Garry Street	Winnipeg	MB	R3C 1H3	237,610.24
Bank of Montreal Mastercard	P.O. Box 6044, Station Centre-Ville	Montreal	QB	H3C 3X2	220,000.00
Emco Waterworks/ Sandale Utility Products	11 Bluestem Dr	Rosser	MB	R0E 1E0	180,845.20
Autogene Industries North Bay Inc.	1811 Seymour Street	North Bay	ON	P1B 8G4	155,556.50
Ditch Witch West	PO Box 35144 #5077	Seattle	WA	98124-5144	110,752.50
Northbridge General Insurance Company	36 Toronto St., Suite 260	Toronto	ON	M6C 2C5	110,000.00
Great-West Life Insurance	190 Simcoe St	Toronto	ON	M5G 1R8	57,256.02
LMS Equipment Services	1304 Front Street Box 159	Hearst	ON	P0L 1N0	41,697.79
Grizzly Auto Repair	709 Victoria Rd	Revelstoke	BC	V0E 2S0	27,489.51
A Action Towing	4121 Morris Drive	Burlington	ON	L7L 5L5	25,739.30
Nu Tracks Inc.	604-65 Ellen Street	Barrie	ON	L4N 3A5	23,052.00
Quality Inn & Conference	33 Benson	Kingston	ON	K7K 5W2	14,859.50
First Aid Canada	6-14845 Yonge Street Suite 547	Aurora	ON	L4G 6H8	12,618.56
Danella Rental Systems Inc.	14101 E. Moncrieff Place	Aurora	CO	80011	11,940.00
McNeil Family Holdings Inc.	PO Box 181	Grimsby	ON	L3M 4G3	10,436.77
Saft America c/o Arthur N Ulrich Co.	PO Box 11	Etna	OH	43018	8,880.00
Telus Mobility	PO Box 5300	Burlington	ON	L7R 4S8	8,729.55
Ausenco	10168 Sutton Drive, Suite 100	Burlington	ON	L7L 6B8	8,514.55
MJ Roofing	909 Jarvis Ave	Winnipeg	MB	R2X 0A1	8,406.57
LHD Equipment Ltd	P.O.Box 1437, 21 Exeter Street	North Bay	ON	P1B 8K6	7,422.99
Bennett Jones LLP	Suite 3400, 2 First Canadian Place, PO Box 130	Toronto	ON	M5X 1A4	7,306.02
Davanac Inc.	1936 St Regis Blvd	Dorval	QB	H9P 1H6	6,657.49
Backtrack	55 Corriveau Ave	St. Albert	AB	T8N 5A3	6,354.91
C-Can Power Systems Inc.	38 Commerce Cres.	Acton	ON	L7J 2X3	5,586.00
Woolley's Crane and Truck Equipment	1390 Todd Road	Kamloops	BC	V2C 5B3	4,789.36
CN Non-Freight Management	PO Box 6089 STN Centre-Ville	Montreal	QB	H3C 3H1	4,665.37
Briway	4107 Tottenham Road	Alliston	ON	L9R 1V4	4,420.00
Aston Carter - Aerotek ULC	PO Box 15521	Toronto	ON	M5W 1C1	3,731.72
L&W Industries LLC	3850 E. Mustard Way	Springfield	MO	65803	3,119.79

Arrowhead Coaching and Facilitation Solutions	13 Arrowhead Ln	Grimsby	ON	L3M 5M5	3,051.00
Calmont Leasing Ltd.	14610 Yellowhead Trail	Edmonton	AB	T5L 3C5	2,985.66
MOW Equipment Solutions Inc.	16449 Woods Road	Linwood	KS	66052	2,679.17
George Armstrong Co. LTD.	PO Box 818 stn. Main	Fort Frances	ON	P9A 3N1	2,323.28
Winmor Properties Ltd	7410 Dallas Dr	Kamloops	BC	V2C 6X2	2,271.00
Linde Canada Inc.	PO Box 400, Stn D	Scarborough	ON	M1R 5M1	1,977.21
Enbridge	PO Box 650	Scarborough	ON	M1K 5E3	1,772.10
Fastenal Canada	900 Wabanaki Dr.	Kitchener	ON	N2C 0B7	1,579.65
Crystal Middaugh	4748 Canborough Road	Wellandport	ON	L0R 2J0	1,500.00
ITM Instruments Inc.	20800 Boul Industriel	Ste-Anne-de-Bc	QB	H9X 0A1	1,475.63
Staples	6275 Northwest Drive	Mississauga	ON	L4V 1P6	1,217.14
Cedar Power Equipment Rail Services	7871 16th Line	Arthur	ON	N0G 1A0	1,017.00
Purolator Inc.	PO Box 4800 Stn Main	Concord	ON	L4K 0K1	772.94
Advantage Waste Systems	231 South Service Road	Grimsby	ON	L3M 1Y6	642.54
Grimsby Power	231 Roberts Road	Grimsby	ON	L3M 5N2	577.98
Willson International Inc.	160 Wales Avenue, Suite 100	Tonawanda	NY	14150--2508	570.25
Provincial Court of Saskatchewan	PO Box 5030	Regina	SK	S4P 3T9	372.00
Beanstalk Maintenance Ltd.	53 - 1775 McKinley Crt	Kamloops	BC	V2E 2P2	241.50
Manitoulin Transport	PO Box 390	Gore Bay	ON	P0P 1H0	219.19
Nordco Inc.	245 W Forest Hill Ave	Oak Creek	WI	53154	184.82
Town of Grimsby Water Billing Dept.	160 Livingston Ave., Box 159	Grimsby	ON	L3M 4G3	181.14
Cogeco	PO Box 4613 Station A	Toronto	ON	M5W 0E3	175.01
Willson International Limited	2345 Argentia Rd, Suite 201	Mississauga	ON	L5N 8K4	172.72
Rogers	PO Box 9100	Don Mills	ON	M3C 3P9	169.37
CWB National Leasing	1525 Buffalo Place	Winnipeg	MB	R3T 1L9	153.68
Cintas Canada Limited	DEPT 400004, PO BOX 4372 STN A	Toronto	ON	M5W 0J2	147.15
Knight Archives	4264 Bartlett Road	Beamsville	ON	L3J 0Y9	134.32

63,159,247.71

APPENDIX “D”

CLOSE OUT AGREEMENT

This Close Out Agreement (the “**Agreement**”) is made as of this 3rd day of September, 2022 (the “**Effective Date**”) between 2806401 ONTARIO INC. o/a Allied Track Services Inc. (“**Allied**”), Canadian Pacific Railway Company (the “**Owner**”) and **KSV RESTRUCTURING INC.**, in its capacity as proposal trustee of Allied and not in its personal or corporate capacity (the “**Trustee**”, together with Allied and the Owner, the “**Parties**” and each individually a “**Party**”).

RECITALS

1. Allied and the Owner are party to a number of track and signals service contracts, being: S&C (Signal & Communication) Construction Staff to Support CP S&C (Signal & Communication) Construction Crews , S&C(Signal & Communication) Staff to Support CP Maintainers Crews, S&C (Signal & Communication) Maintainers Support Staff 2022-2024 dated January 1st, 2022 (Agreement #CW59273) (collectively, the “**Service Contract**”).
2. Pursuant to the Service Contract, Allied is required to provide all labour, material and equipment necessary for the signal service and repair work contemplated by the Service Contract (the “**Work**”).
3. Schedule A sets out the portion of the Work contemplated in the Service Contract which has not been performed as of the date of this Agreement (the “**Remaining Work**”).
4. In respect of payments pursuant to the Service Contract, as of the Effective Date, Allied has advised the Owner that:
 - (a) Allied has invoiced, or will invoice in due course, the aggregate amount of CDN\$1,015,194.19 Canadian Dollars (the “**A/R Amount**”); and
 - (b) In addition to the A/R Amount, Allied has incurred or earned an estimated CDN\$453,117 (Track) and CDN\$501,000 (Signals) in accrued but not-yet-billed work in process amounts, which will be invoiced by Allied in due course (the “**WIP Amount**”).

The Owner has not agreed that the A/R Amount or the WIP Amount are properly due and owing, and has reserved its right to review and approve such amounts pursuant to Section 1.3(1) hereof, upon its receipt of the corresponding invoices.
5. On Thursday, August 25, 2022, Allied filed a notice of intention to file a proposal under the *Bankruptcy and Insolvency Act* (Canada) (the “**NOI Filing**”), the Trustee was appointed as proposal trustee, and began monitoring and supervising the activities, assets and receivables of Allied in accordance with its statutory powers.
6. As evidenced by the NOI Filing, Allied is insolvent, and does not have the liquidity to complete the Remaining Work without the prior payment of the A/R Amount and WIP Amount and pre-payment for the Remaining Work. Provided such amounts are paid, Allied is ready, willing and able to complete the Remaining Work, under the supervision of the Trustee.
7. The Parties have agreed on terms for payment to the Trustee, on behalf of Allied, of the A/R Amount and the WIP Amount (subject to the Owner’s review and approval of corresponding invoices), plus payment for the Remaining Work.

8. The Trustee has scheduled an application returnable at 8:30am (Toronto Time) on September 6, 2022, where it will seek an order appointing KSV Restructuring Inc. as interim receiver of Allied.
9. The Owner wishes to have Allied complete the Remaining Work on a time and materials basis and Allied agrees to perform such Remaining Work in accordance with this Agreement, under the supervision of the Trustee.

NOW THEREFORE THIS AGREEMENT WITNESSES that, for the consideration described in the recitals above and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each Party, the Parties hereby covenant and agree as follows:

1.1 Defined Terms

Capitalized terms shall have the meaning ascribed in this Agreement. Capitalized terms used herein which are not otherwise defined herein shall have their respective meanings as set forth in the Service Contract.

1.2 The Remaining Work

- (1) Allied shall use commercially reasonable best efforts to perform all Remaining Work set out in Schedule A on a time and material basis in accordance with the rates set out in Schedule B. Other than the variation in the timing of, and payment for, the Remaining Work as set out in this Agreement, Allied shall perform the Remaining Work in accordance with the terms of the Service Contract and shall use commercially reasonable best efforts to maintain the Insurance Coverage (as defined in the Service Contract) that was in place immediately prior to the NOI Filing for as long as this Agreement shall remain in force. Allied shall provide the Owner with a current certificate of insurance, evidencing that the insurance that was in place upon entering into the Service Contract continues to be valid as of the Effective Date.
- (2) The Owner shall prefund consecutive 7 day periods of Remaining Work to be performed by Allied (each, a “**Service Period**”). The estimate for the first Service Period is attached hereto as Schedule C and shall be paid by the Owner to the Trustee forthwith upon execution of this Agreement, prior to Allied commencing the Remaining Work in accordance with this Agreement. Estimates for subsequent Service Periods shall be provided in accordance with subparagraph (3) below.
- (3) Allied, in consultation with the Trustee, shall deliver an estimate for each subsequent Service Period (the “**Subsequent Estimate**”) no later than six (6) Business Days prior to the start of such Service Period, which Subsequent Estimate shall reflect: (a) the actual cost of Remaining Work to be performed in accordance with this Agreement; and (b) any Remaining Work that was included in a prior Subsequent Estimate for Remaining Work not completed by Allied in that Service Period.
- (4) Allied shall have no obligation to perform the Remaining Work in any subsequent Service Period if pre-funding from the Owner has not been received in the amount of the applicable Subsequent Estimate.
- (5) As soon as reasonably practicable following each Service Period, Allied shall issue an invoice to the Owner, reflecting the actual costs incurred during such Service Period (each a “**Service Period Invoice**”). The Owner shall advise the Trustee of the approved and

unapproved amounts in any Service Period Invoice as soon as reasonably practicable upon receipt of such Service Period Invoice, and in any event within five (5) Business Days.

- (6) Within 10 days of the completion of all Remaining Work, a final reconciliation will be prepared by Allied, in consultation with the Trustee, and a final payment will be made by the Owner to the Trustee if the pre-payments made by the Owner, in aggregate, were less than the value of the Remaining Work performed in accordance with this Agreement and by the Trustee to the Owner if the pre-payments made by the Owner, in aggregate, were greater than the value of the Remaining Work performed in accordance with this Agreement.
- (7) Allied shall notify the Owner within one business day of: (a) becoming aware of any fact or circumstance that would delay or prevent it from completing the Remaining Work scheduled for any Service Period, and (b) becoming aware of any personnel employed by Allied to complete the Remaining Work terminating or otherwise ending their contract with Allied, and Allied shall use commercially reasonable best efforts to promptly engage replacement personnel.

1.3 Payments

- (1) Allied shall provide invoices representing the WIP Amount and the A/R Amount to the Owner as soon as reasonably practicable following execution of the Agreement. The Owner, acting reasonably, shall review the invoices in accordance with its ordinary processes and, if approved, deliver such approved amount of the WIP Amount and the A/R Amount to the Trustee within five (5) Business Days receipt of the applicable invoice.
- (2) The Owner shall deliver an amount equal to the amount set out in each Subsequent Estimate (for each Service Period, a “**Prepayment**”) not later than the first day of the subsequent Service Period to which the Subsequent Estimate applies.
- (3) The Trustee shall hold the Prepayment in trust, to be distributed by the Trustee according to the following parameters:
 - (a) up to \$100,000 of the Prepayment for any given Service Period may be distributed by the Trustee to fund the operating costs incurred by Allied directly or indirectly related to the Remaining Work incurred during the applicable Service Period, at the Trustee’s discretion;
 - (b) Prepayment amounts in excess of \$100,000 in any given Service Period shall be applied by the Trustee against the amount of the applicable Service Period Invoice that has been approved by the Owner;
 - (c) notwithstanding anything above to the contrary, the Trustee may distribute any Prepayment amounts with the prior written consent of the Owner; and
 - (d) in the event any amount of the Prepayment is not approved to be otherwise distributed by the Trustee in accordance with the terms hereof, and the Parties acting in good faith cannot resolve the dispute, the Trustee shall bring a motion for advice and directions before the Ontario Superior Court of Justice, on not less than ten (10) Business Days notice to the Owner.

- (4) The Owner shall advise Allied and the Trustee of any amounts included in the invoices described in section 1.3(1), or any amount in any Service Period Invoice, that it disputes, and the Parties shall work together in good faith to resolve the dispute.
- (5) All payments required to be made hereunder by the Owner to the Trustee shall be paid by the Owner in full, without defence, deduction, counterclaim or set-off, and shall be paid to, and received by, the Trustee on behalf of Allied.

1.4 Termination

- (1) This Agreement shall automatically terminate if KSV Restructuring Inc. is not appointed as interim receiver of Allied on or before September 9, 2022.
- (2) The Owner may terminate this Agreement without cause, by giving one Business Days written notice to Allied and the Trustee.

1.5 Notices

All notices required or desired to be provided under this Agreement shall be given in accordance with the notice provisions in Section 25 of Schedule A to the Service Contract, in all cases with a copy to the Trustee, by email only, at the following coordinates:

KSV Restructuring Inc, in its capacity as Trustee of 2806401 Ontario Inc.

Attention: Noah Goldstein & Mitch Vininsky

Email: ngoldstein@ksvadvisory.com & mvininsky@ksvadvisory.com

1.6 Capacity

The Owner acknowledges that the Trustee is entering into this Agreement solely in its capacity as proposal trustee of Allied, and not in its personal or corporate capacity. Accordingly, the Owner agrees and acknowledges that KSV Restructuring Inc. shall have no personal or corporate liability under this Agreement or the Service Contract, for any reason whatsoever, and the Owners recourse against the Trustee for any breach of this Agreement shall be limited to the assets of the Allied estate.

1.7 Assignment and Enurement

This Agreement shall enure to the benefit of and bind the Parties and their respective successors and assigns. This Agreement shall be assignable by any Party only with the written consent of the other Parties, which consent shall not be unreasonably withheld, provided however that in the event that KSV Restructuring Inc. is appointed by a Court of competent jurisdiction as receiver or interim receiver of Allied (in such capacity, a "**Receiver**") or becomes a trustee in bankruptcy of Allied (in such capacity, a "**Bankruptcy Trustee**"), all rights and obligations of the Trustee under this Agreement shall be assignable by the Trustee to the Receiver or the Bankruptcy Trustee, as applicable, with notice to, but not consent from, the Owner or Allied.

1.8 Entire Agreement

This Agreement and the Service Contract (as augmented and amended by this Agreement) contains the entire agreement between the Parties relating to its subject matter and supersedes all prior or contemporaneous negotiations or agreements, whether oral or written, relating to the subject matter hereof.

1.9 Governing Law

This Agreement is governed by, and is to be construed and interpreted in accordance with, the laws of the Province of Ontario and the laws of Canada applicable in the Province of Ontario.

1.10 Dispute Resolution

The Parties hereby submit to the exclusive jurisdiction of the Ontario Superior Court of Justice (Commercial List) to resolve any dispute with respect to or arising from this Agreement.


1.11 Counterparts

This Agreement may be signed, including by facsimile signature, in two or more counterparts and each such counterpart will constitute an original document and such counterparts, taken together, will constitute the same instrument.


[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives on the day and year first above written.


2806401 ONTARIO INC.

by: 
Name: Andrew Jones
Title: CEO

KSV RESTRUCTURING INC., in its capacity as proposal trustee of 2806401 Ontario Inc., and not in its personal or corporate capacity

by: 
Name: Mitch Vininsky
Title: Managing Director

CANADIAN PACIFIC RAILWAY COMPANY

by: 
Name: MARK WOLYNIK
Title: MANAGING DIRECTOR Sourcing
Sept 3/22

SCHEDULE A

REMAINING WORK

Maintainer Support:

General Requirements for Signal Maintainers:

Allied shall provide Signal Maintainer qualified to restore, install, test and maintain all assigned S&C assets. Quality of work must meet or exceed industry standards as well as Transport Canada regulations and CP requirements.

TR&E (Track, Repair and Equipment) Support:

Allied Scope of Work

Allied shall be required to perform the work describe here in. All work performed by the Allied shall comply with CP Engineering Services Red Book of Signals & Communications Requirements Section 17.

CWS Deactivations/Activations

Allied shall be responsible for all CWS deactivations/activations. . This includes:

- Preparation and Allied's manager review of CWS deactivation plans
- Obtaining necessary approvals for CWS deactivations
- Deactivation communication and protocol
- Applying and removing deactivation jumpers
- Testing CWS on activation and returning crossing into service

Allied shall provide its own Deactivation plan/procedures of Highway Grade Crossing Warning Systems in Canada. CP will review and suggest changes if required.

RailDocs

Allied shall have access and shall be responsible for keeping RailDocs updated with the S&C work performed. Allied to update RailDocs within 48hrs.

Test & Commissioning

Allied staff shall assist CP in S&C testing and commissioning activities as well as cut over support including:

- Pre-wire circuits as per circuit drawings provided by CP in existing live bungalows for preparation for cutover

- Install/mount S&C equipment in bungalows and trackside as per plans provided by CP
- Pre-test as per S&C procedures provided
- Removal of S&C equipment in bungalows and trackside as per plans provided by CP

Allied shall:

- Repair and/or replace signal track connections and bonds associated with TR&E work as well as any previously existing damaged connections
- Repair and/or replace damaged track cables between junction boxes and track
- Removal of existing plug bonds and cadwelds and dressing of any removed track connections
- Perform light maintenance such as painting signal housings, graffiti removal, tidy up track connections, lubricate switches, snow removal, brush clearing
- Repair and/or replace S&C track components such as defective insulation in gauge plates and switch rods
- Clean signal lenses and CWS flashing light units
- Repair and secure S&C equipment and housing cable entrances from water and rodent infiltration
- Adjust switch machines
- Test switch/turnout insulation and insulated joints
- Provide cable locates where it may be required such as ballast programs. CP may supply the locator if required
- The Contractor shall not refuse any work assigned by CP.

Material Management

CP shall supply Allied with quantities of materials for Allied to perform the work. Allied shall be responsible for:

- Storage and safe keeping of all CP supplied material
- Keeping a detailed inventory of all CP supplied material
- Keeping a detailed record of where CP supplied material was used

- Notify CP (minimum 48 hrs. notice) when CP supplied materials need to be resupplied

Allied Supplied Equipment & Tools Equipment

Allied shall supply sufficient equipment for Allied's staff to:

- Perform the work described without the need of CP equipment including any hi-rail vehicles or service vehicles
- Provide sufficient transportation to and from work locations

Allied shall provide maintenance records of all equipment used on CP property. Allied shall provide operators qualifications for equipment used on CP property.

Tools

Allied shall supply all necessary tools and test equipment to perform the described work and shall include:

- CP approved crimping tools
- Stanley Pin Brazing Unit, Model EPX10, for all bonding and track connections. No other method of bonding and track connections is permitted.
- Grinders, Rail Drills, hand tools, lockout/tagout equipment
- Maintenance & testing tools which will include GRS switch wrenches, TS111 meter, insulated joint checker, short finders, meggers and any other tools required to complete the work.
- Temporary jumper kits shall be colour coded red or yellow and shall be labeled with the Contractors company name, shall have a unique identifier for each employee and shall have the employees contact number. The list of assigned jumper numbers to each employee shall be sent to CP prior to employee starting work.
- Allied shall account for all jumpers prior to leaving a site through the use of S&C Distribution Company, Model 500 Jumper Keeper Alarm System hard wired into the vehicles ignition system.
- Allied shall have these tools available at all times while supporting the CP TR&E crews. Contractor shall provide maintenance/inspection records of all tools used on CP property including calibration certificates.

TR&E/Maintainer Forecast

Crew/Gang Name	Shift Cycle	Approx. Start Date	Approx. Shutdown	Total Cycles	Total Hours Per Cycle
SOSA					
SO Rail 7/7 Cycle D	7/7	6/6/2022	11/23/2022	12	80
SO Utility 6 Cycle D J/E, Destress/Projects/Rail)	7/7	3/15/2022	10/13/2022	17	80
NOSA					
NO Utility 1 Cycle D	7/7	4/5/2022	11/21/2022	17	80
Crew/Gang Name	Shift Cycle	Approx. Start Date	Approx. Shutdown	Total Cycles	Total Hours Per Cycle
MB					
MB Utility 3	4&3	26-Apr-2022	19-Oct-2022	18	40
MB Joint Elimination East	4&3	15-Mar-2022	23-Sep-2022	13	40
SK					
SK Steel Cycle C	7/7	22-Mar-2022	19-Oct-2022	8	80
SK Tie Cycle C	7/7	5-May-2022	25-Sep-2022	7	80
Crew/Gang Name	Shift Cycle	Approx. Start Date	Approx. Shutdown	Total Cycles	Total Hours Per Cycle
Alberta					
Utility 4R Cycle C	7/7	3/22/2022	11/7/2022	15	80
Utility 4T Cycle C&D Additional Support	7/7	5/1/2022	9/19/2022	21	80
BC					
Rail 1C	7/7	3/1/2022	10/2/2022	15	80
Rail 1D	7/7	3/8/2022	10/2/2022	14	80
Rail 1 (additional Maintainer)	7/7	2/23/2022	9/28/2022	3	80
Rail 2C	7/7	1/25/2022	9/24/2022	19	80
Rail 2D	7/7	2/1/2022	9/24/2022	18	80
Tie 1C	7/7	2/15/2022	9/27/2022	17	80
Tie 1D	7/7	2/22/2022	9/27/2022	16	80
Utility 9 C (swt and spot ties)	7/7	1/25/2022	10/16/2022	21	80
Utility 9 D (swt and spot ties)	7/7	2/1/2022	10/16/2022	20	80

Broken Rail Forecast

Month	Subdivision	Work	Resources	Crew
September	Taber	Installations - Pin brazing & Crossing Testing	1 Maintainer, 2 labourers, 2 hi-rails	crew 1
	Montana	Installations - Pin brazing & Crossing Testing	1 Maintainer, 2 labourers, 2 hi-rails	crew 1
	Cranbrook	Detector installs - Flagging & Crossing Testing	1 Flagman	crew 2
	Crowsnest	Detector installs - Flagging & Crossing Testing	1 Flagman	crew 2
	Aldersyde	Detector Upgrades	1 Maintainer, 1 labourer, 1 hi-rail	crew 3
	Wetaskiwin	Detector Upgrades	1 Maintainer, 1 labourer, 1 hi-rail	crew 4
	Hardisty	Detector Upgrades	1 Maintainer, 1 labourer, 1 hi-rail	crew 3
October	Taber	Detector installs - Flagging & Crossing Testing	1 Flagman	crew 2
	Montana	Detector installs - Flagging & Crossing Testing	1 Flagman	crew 2
	Wilkie	Detector Upgrades	1 Maintainer, 1 labourer, 1 hi-rail	crew 4
	Sutherland	Detector Upgrades	1 Maintainer, 1 labourer, 1 hi-rail	crew 3
	Wynyard	Detector Upgrades	1 Maintainer, 1 labourer, 1 hi-rail	crew 4
November	Weyburn	Installations - Pin brazing & Crossing Testing	1 Maintainer, 2 labourers, 2 hi-rails	crew 1
	Weyburn	Detector installs - Flagging & Crossing Testing	1 Flagman	crew 2
	Bredenbury	Detector Upgrades	1 Maintainer, 1 labourer, 1 hi-rail	crew 3
	Minnedosa	Detector Upgrades	1 Maintainer, 1 labourer, 1 hi-rail	crew 4
	Emerson	Detector Upgrades	1 Maintainer, 1 labourer, 1 hi-rail	crew 3

SCHEDULE B

RATES

Description Resource/Equipment/Expense	Fully Burdened Rate Contractor provides lodging & meals.		Travel Rate for Mobilization & Demobilization & Travel between cycles
	Regular CAD per hour 2022 Rates	Overtime CAD per hour 2022 Rates	Regular CAD per hour 2022 Rates
Qualified Signal Maintainer			
Apprentice Signal Maintainer			
Signal Helper			
Pick Up Truck			
Pick Up Truck - Hi Rail			

*Please note: Rates subject to a 2% increase in January 2023 and January 2024

Description Resource/Equipment/Expense	Fully Burdened Rate Contractor provides lodging & meals.	
	Regular CAD per hour 2022 Rates	Overtime CAD per hour 2022 Rates
Laborer		
Apprentice/Lead Hand		
Foreman/Flagman		
Superintendent/Supervisor		
Signalman		
Equipment Operator		
Signal Operator		
Pick Up Truck		
Hi Rail Crew Truck c/w Tools		
Hi Rail Crew Boom Truck c/w Tools		
Hi Rail Crew Boom Truck & Trailer c/w Tools		
Mini Excavator		
Backhoe		
Per Diem Rate - Lodging PLUS MEALS - (Daily Rate)		
Per Diem - Meals ONLY - (Daily Rate)		

*Please note: Rates subject to a 2% increase in January 2023 and January 2024

SCHEDULE C

ESTIMATE FOR THE FIRST SERVICE PERIOD

Title	Job	Location	Vehicle/ Equipment			Work Hours	OT	Fuel Costs	LOA/Hotels	Flights			Labour	Total			
Supervisor		Kamloops	Unit 186			40											
Supervisor		Grimby	Unit 191			40											
Supervisor	22-507	Kamloops	Unit 177			40											
Supervisor		Winnipeg	Unit 180			40											
GM		Sooke	Unit 192			40											
Mgr		Okotoks	Unit 174			40											
Title	Job	Location	Vehicle/ Equipment	Shift Start	Shift Type	Days from Sep 4th to Sep 10th	Est. Work Hours	OT	Flights	Travel Time	Stat Hours	Avg. Hr. Wage	Equip. Rate	Total Labour	Total Equipment	Total	Total (Less 10% Profit)
Maintainer	CP AB Tie	Red Deer, AB	R103	30-Aug	7-7	2	23	2		2	10						
Helper	CP AB Tie	"		30-Aug	7-7	2	23	2		2	10						
Maintainer	CP BC Rail 2C	Banff, AB	R201	7-Sep	7-7	4	48	3		5	10						
Helper	CP BC Rail 2C	"		7-Sep	7-7	4	48	3		12	10						
Maintainer	CP BC Rail 2D	Banff, AB	R105	30-Aug	7-7	2	23	2		8	10						
Helper	CP BC Rail 2D	"		30-Aug	7-7	2	23	2		8	10						
Maintainer	CP BC Rail 1C	Cranbrook, BC	R181	7-Sep	7-7	4	48	3		14	10						
Maintainer	CP BC Rail 1D	Cranbrook, BC	R104	30-Aug	7-7	2	23	2		12	10						
Maintainer	CP BC Utility 7D	Kamloops, BC	R112	30-Aug	7-7	2	23	2		3	10						
Maintainer	CP BC Utility 7C	Kamloops, BC	R79	7-Sep	7-7	4	48	3		16	10						
Maintainer	CP BC Utility Tie 9D	Kamloops, BC	R190	30-Aug	7-7	2	23	2		6	10						
Helper	CP BC Utility Tie 9D	"		30-Aug	7-7	2	23	2		4	10						
Maintainer	CP BC Utility Tie 9C	Kamloops, BC	R200	7-Sep	7-7	4	48	3		3	10						
Helper	CP BC Utility Tie 9C	"		7-Sep	7-7	4	48	3		3	10						
Maintainer	CP BC Tie 2C	Revelstoke, BC	R182	30-Aug	7-7	2	23	2		6	10						
Helper	CP BC Tie 2C	"		30-Aug	7-7	2	23	2		1	10						
Maintainer	CP BC Tie 2D	Revelstoke, BC	R179	7-Sep	7-7	4	48	3		1	10						
Helper	CP BC Tie 2D	"		7-Sep	7-7	4	48	3		4	10						
Title	Job	Location	Vehicle/ Equipment	Shift Start	Shift Type	Days from Sep 4th to Sep 10th	Est. Work Hours	OT	Flights	Travel Time	Stat Hours	Avg. Hr. Wage	Equip. Rate	Total Labour	Total Equipment	Total	Total (Less 10% Profit)
Maintainer	Galt Surf & Lining	London, ON	985/R110 LMS	6-Sep	4-3	3	30	3		10							
Maintainer	Util 3 & 6	Vaughan, ON	986/R111 LMS	30-Aug	7-7	2	20	3		6							
Maintainer	North Util 1	Chapleau, ON	977/R99 LMS	6-Sep	7-7	4	40	8		10							
Maintainer	South Ont Rail	Bolton, ON	R154	30-Aug	7-7	2	20	4		5							
Helper	South Ont Rail	Bolton, ON		30-Aug	7-7	2	20	4		5							
Foreman	CP BRD Installations	Lethbridge, AB	R171	31-Aug	8-6	3	30			4	10						
Maintainer	CP BRD Installations	Lethbridge, AB	R102	31-Aug	8-6	3	30			4	10						
Helper	CP BRD Installations	Lethbridge, AB		31-Aug	8-6	3	30			4	10						
Maintainer	CP BRD Installations	Cranbrook, BC	R106	6-Sep	Start Sept 6th to Sept 11th	6	60			6	10						
Maintainer	CP BRD Upgrades	Calgary, AB	R135	7-Sep	8-6	5	50			8	10						
Helper	CP BRD Upgrades	Calgary, AB		7-Sep	8-6	5	50			9	10						
Maintainer	Sask. Tie Gang	Moose Jaw, SK	965/R75 LMS	30-Aug	7-7	1	12	1		8	10						
Maintainer	Mb. Mini Tie Gang	Winnipeg, MB	966/R76 LMS	6-Sep	4-3	3	30	2		2	10						
Maintainer	Sask. Tie Gang	Moose Jaw, SK	967/R77 LMS	30-Aug	7-7	1	12	1		8	10						
Maintainer	MB. Joint Elimination	Winnipeg, MB	968/R78 LMS	6-Sep	4-3	3	30	2		2	10						
Maintainer	Sask. RFD	Moose Jaw, SK	975/R97 LMS	6-Sep	7-7	4	45	6		8	10						
Maintainer	Sask. Tie Gang	Moose Jaw, SK	467/22972 Cal	30-Aug	7-7	1	12	1		8	10						
Helper	Sask. Tie Gang	Moose Jaw, SK		30-Aug	7-7	1	12	1		8	10						
														LABOUR			
														EQUIPMENT			
														FLIGHTS			
														CONTINGENCY (NOT SUBJECT TO RECONCILIATION) @10%			
														TOTAL FUNDING ESTIMATE - W/E SEPT 11, 2022			