

Court File No.

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

BETWEEN:

**KSV RESTRUCTURING INC., IN ITS CAPACITY AS PROPOSAL TRUSTEE OF  
2806401 ONTARIO INC. o/a ALLIED TRACK SERVICES INC.**

Applicant

**- and -**

**2806401 ONTARIO INC. o/a ALLIED TRACK SERVICES INC.**

Respondent

**APPLICATION RECORD  
(Appointment of Interim Receiver)  
Returnable September 6, 2022**

September 4, 2022

**BLAKE, CASSELS & GRAYDON LLP**

Barristers and Solicitors

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Suite 4000, Commerce Court West

Toronto, Ontario M5L 1A9

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Lawyers for the Applicant

**TO: SERVICE LIST**

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

BETWEEN:

**KSV RESTRUCTURING INC., IN ITS CAPACITY AS PROPOSAL TRUSTEE OF  
2806401 ONTARIO INC. o/a ALLIED TRACK SERVICES INC.**

Applicant

- and -

**2806401 ONTARIO INC. o/a ALLIED TRACK SERVICES INC.**

Respondent

**SERVICE LIST**  
(as at September 4, 2022)

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Finance Inc.*

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

BETWEEN:

**KSV RESTRUCTURING INC., IN ITS CAPACITY AS PROPOSAL TRUSTEE OF  
2806401 ONTARIO INC. o/a ALLIED TRACK SERVICES INC.**

Applicant

- and -

**2806401 ONTARIO INC. o/a ALLIED TRACK SERVICES INC.**

Respondent

**APPLICATION RECORD**

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**TAB 1**

Court File No.:

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

BETWEEN:

**KSV RESTRUCTURING INC., IN ITS CAPACITY AS PROPOSAL TRUSTEE OF  
2806401 ONTARIO INC. o/a ALLIED TRACK SERVICES INC.**

Applicant

- and -

**2806401 ONTARIO INC. o/a ALLIED TRACK SERVICES INC.**

Respondent

**IN THE MATTER OF AN APPLICATION PURSUANT  
SECTION 47.1 OF THE *BANKRUPTCY AND INSOLVENCY*  
ACT, R.S.C. 1985, c. B-3, AS AMENDED**

**NOTICE OF APPLICATION**

**TO THE RESPONDENT**

A **LEGAL PROCEEDING HAS BEEN COMMENCED** by the applicants. The claim made by the applicants appears on the following page.

**THIS APPLICATION** will come on for a hearing before a Judge presiding over the Commercial List:

- In person;
- By telephone conference;
- By video conference.

on **September 6, 2022 at 8:30 a.m.**, or as soon after that time as the application can be heard, at link to be provided by the court office.

**IF YOU WISH TO OPPOSE THIS APPLICATION**, to receive notice of any step in the application or to be served with any documents in the application, you or an Ontario lawyer acting for you must forthwith prepare a notice of appearance in Form 38A prescribed by the *Rules of Civil Procedure*, serve it on the applicant's lawyer or, where the applicant does not have a lawyer, serve it on applicant, and file it, with proof of service, in this court office, and you or your lawyer must appear at the hearing.

**IF YOU WISH TO PRESENT AFFIDAVIT OR OTHER DOCUMENTARY EVIDENCE TO THE COURT OR TO EXAMINE OR CROSS-EXAMINE WITNESSES ON THE APPLICATION**, you or your lawyer must, in addition to serving your notice of appearance, serve a copy of the evidence on the applicant's lawyer or, where the applicant does not have a lawyer, serve it on the applicant, and file it, with proof of service, in the court office where the application is to be heard as soon as possible, but at least four days before the hearing.

**IF YOU FAIL TO APPEAR AT THE HEARING, JUDGMENT MAY BE GIVEN IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF YOU WISH TO OPPOSE THIS APPLICATION BUT ARE UNABLE TO PAY LEGAL FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.**

Date: \_\_\_\_\_ Issued by: \_\_\_\_\_  
Local Registrar

Address of Court Office: 330 University Avenue  
Toronto, Ontario M5G 1R7

**TO: 2806401 ONTARIO INC. o/a ALLIED TRACK SERVICES INC.**  
169A S. Service Road  
Grimsby, Ontario L3M 4H6  
Attention: Andrew Jones, CEO  
Email: andy.jones@alliedtrack.ca

**AND TO: BRIDGING FINANCE INC.**  
**c/o PRICEWATERHOUSE COOPERS INC.**  
**IN ITS CAPACITY AS COURT-APPOINTED RECEIVER**  
18 York Street, Suite 2600  
Toronto, Ontario M5J 0B2  
**Michael McTaggart**  
Tel: 416-687-8924  
Email: michael.mctaggart@pwc.com

**Graham Page**  
Tel: 416-687-9054  
Email: graham.page@pwc.com

**Tyler Ray**  
Email: tyler.ray@pwc.com

**AND TO: CANADIAN PACIFIC RAILWAY COMPANY**  
**c/o FASKEN MARTINEAU DuMOULIN LLP**  
550 Burrard Street, Suite 2900  
Vancouver, British Columbia V6C 0A3

**Kibben Jackson**

Tel: 604-631-4786

Email: [kjackson@fasken.com](mailto:kjackson@fasken.com)

## APPLICATION

1. KSV Restructuring Inc. (“**KSV**”) in its capacity as proposal trustee (in such capacity, 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**”) filed on August 25, 2022 makes this application pursuant to section 47.1 of the *Bankruptcy and Insolvency Act*, R.S.C. 1985 (“**BIA**”) for:

- (a) An order substantially in the form attached at Tab 4 of the Proposal Trustee’s Application Record, *inter alia*, appointing KSV as interim receiver of all of Allied’s property, assets and undertakings; and
- (b) Such further and other relief as counsel may request and this Honourable Court may deem just.

2. The grounds for the application are:

### **Background**

- (a) Allied is a railroad maintenance service provider, is insolvent, and does not have the liquidity to carry on its business.
- (b) On August 25, 2022, Allied filed an NOI and KSV was appointed as Proposal Trustee.
- (c) 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.
- (d) Following the filing of the NOI, a number of key Allied personnel resigned, and the Proposal Trustee is concerned about the stability of the company and its orderly

wind-down without a court officer taking control. As Proposal Trustee, KSV does not have the necessary powers or protections to undertake such control.

### **Close Out Agreement**

- (e) 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 the completion of Allied’s services to CP, and an orderly transition of Allied’s services to another vendor.
- (f) Fulfillment 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.
- (g) The Close Out Agreement is conditional on the Proposal Trustee being appointed as interim receiver, which condition was included at CP’s request.
- (h) 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.

### **Appointment of Interim Receiver**

- (i) The appointment of KSV as interim receiver is necessary to enable it to:
  - (i) facilitate completion of Allied’s obligations under the Close Out Agreement;
  - (ii) coordinate the efficient wind-down of Allied’s business; and
  - (iii) protect Allied’s remaining assets.
- (j) This application is supported by Allied’s sole shareholder and senior secured creditor, Bridging Finance Inc. (via its receiver, PricewaterhouseCoopers Inc.), by CP, and is not opposed by Allied’s remaining management.

(k) Such further and other grounds as counsel may advise and this Honourable Court permit.

3. The following documentary evidence will be used at the hearing of the application:

**Material or evidence to be relied upon:**

- (a) The First Report of the Proposal Trustee dated September 4, 2022; and
- (b) Such further and other evidence as counsel may advise and this Honourable Court permit.

**Applicable acts, regulations and rules:**

- (a) Rules 2.03, 3.02, 14.05(2) and 16 of the *Rules of Civil Procedure*, R.R.O. 1990 Reg. 194, as amended; and
- (b) Such further acts, regulations and rules as counsel for the Foreign Representative may advise and this Court may permit.

September 4, 2022

**BLAKE, CASSELS & GRAYDON LLP**  
Barristers and Solicitors  
199 Bay Street  
Suite 4000, Commerce Court West  
Toronto, Ontario M5L 1A9

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Lawyers for the Applicant



Court File No.:

KSV RESTRUCTURING INC., IN ITS CAPACITY AS  
 PROPOSAL TRUSTEE OF 2806401 ONTARIO INC. o/a  
 ALLIED TRACK SERVICES INC.

- and -

2806401 ONTARIO INC. o/a  
 ALLIED TRACK SERVICES INC.

Applicant

Respondent

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

Proceeding Commenced at Toronto

**NOTICE OF APPLICATION**

**BLAKE, CASSELS & GRAYDON LLP**  
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Lawyers for the Applicant

# TAB 2



**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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COURT FILE NO.: 32-2859284

**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.*

**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 Party**WEST-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	<a href="#">076304N</a>	June 29, 2021	* 2806401 ONTARIO INC.	<a href="#">2</a>
2	<a href="#">421567N</a>	December 10, 2021	* 2806401 ONTARIO INC. * 2806401 ONTARIO INC.	<a href="#">4</a>



# PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

## Base Registration Number: 076304N

<b>Registration Type:</b>	PPSA SECURITY AGREEMENT
<b>Base Registration Date and Time:</b>	June 29, 2021 at 11:39:48 am Pacific time
<b>Current Expiry Date and Time:</b>	June 29, 2024 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
<b>Trust Indenture:</b>	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

<b>Registration Type:</b>	PPSA SECURITY AGREEMENT
<b>Base Registration Date and Time:</b>	December 10, 2021 at 11:18:26 am Pacific time
<b>Current Expiry Date and Time:</b>	December 10, 2027 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
<b>Trust Indenture:</b>	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

## 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**

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**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

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**eRegistration**

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

### Business Debtor

<b>Search Results</b>	<b>Print Requests</b>	<b>Mailing Information</b>	<b>Payment</b>		<input type="button" value="Help"/>
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**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:

<b>Search Results</b>	<b>Print Requests</b>	<b>Mailing Information</b>	<b>Payment</b>	
-----------------------	-----------------------	----------------------------	----------------	--

[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 :	DATE OF	NO FIXED
CONS.	MV	AMOUNT	MATURITY OR	MAT DATE
GOODS INVTRY EQUIP ACCTS OTHER	INCL			

10

11

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14

15

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  
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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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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

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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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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

<b>Creditor</b>	<b>Address</b>				<b>Amount Due (\$)</b>
<b>Secured</b>					
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
<b>Unsecured</b>					
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-Ber	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 Argentinia 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

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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 1<sup>st</sup>, 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](mailto:ngoldstein@ksvadvisory.com) & [mvininsky@ksvadvisory.com](mailto: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
<b>SOSA</b>					
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
<b>NOSA</b>					
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
<b>MB</b>					
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
<b>SK</b>					
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
<b>Alberta</b>					
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
<b>BC</b>					
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	[REDACTED]	[REDACTED]	[REDACTED]
Apprentice Signal Maintainer	[REDACTED]	[REDACTED]	[REDACTED]
Signal Helper	[REDACTED]	[REDACTED]	[REDACTED]
Pick Up Truck	[REDACTED]	[REDACTED]	[REDACTED]
Pick Up Truck - Hi Rail	[REDACTED]	[REDACTED]	[REDACTED]

\*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	[REDACTED]	[REDACTED]
Apprentice/Lead Hand	[REDACTED]	[REDACTED]
Foreman/Flagman	[REDACTED]	[REDACTED]
Superintendent/Supervisor	[REDACTED]	[REDACTED]
Signalman	[REDACTED]	[REDACTED]
Equipment Operator	[REDACTED]	[REDACTED]
Signal Operator	[REDACTED]	[REDACTED]
Pick Up Truck	[REDACTED]	[REDACTED]
Hi Rail Crew Truck c/w Tools	[REDACTED]	[REDACTED]
Hi Rail Crew Boom Truck c/w Tools	[REDACTED]	[REDACTED]
Hi Rail Crew Boom Truck & Trailer c/w Tools	[REDACTED]	[REDACTED]
Mini Excavator	[REDACTED]	[REDACTED]
Backhoe	[REDACTED]	[REDACTED]
Per Diem Rate - Lodging PLUS MEALS - (Daily Rate)	[REDACTED]	[REDACTED]
Per Diem - Meals ONLY - (Daily Rate)	[REDACTED]	[REDACTED]

\*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			

**TAB 3**

Court File No. CV-22-\_\_\_\_\_-00CL

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

BETWEEN:

**KSV RESTRUCTURING INC., IN ITS CAPACITY AS PROPOSAL TRUSTEE OF  
2806401 ONTARIO INC. o/a ALLIED TRACK SERVICES INC.**

Applicant

- and -

**2806401 ONTARIO INC. o/a ALLIED TRACK SERVICES INC.**

Respondent

**IN THE MATTER OF AN APPLICATION PURSUANT  
SECTION 47.1 OF THE *BANKRUPTCY AND INSOLVENCY*  
ACT, R.S.C. 1985, c. B-3, AS AMENDED**

**CONSENT**

**KSV RESTRUCTURING INC.** hereby consents to act as interim receiver in the above-captioned proceeding in accordance with the terms of an order substantially in the form attached hereto.

**DATED** at Toronto, this 4<sup>th</sup> day of September, 2022

**KSV RESTRUCTURING INC.**

Per: 

Name: Mitch Vininsky

Title: Managing Director

*I have authority to bind the company*

**TAB 4**



Court File No.

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

THE HONOURABLE MR.	)	TUESDAY, THE 6 <sup>th</sup>
	)	
JUSTICE McEWEN	)	DAY OF SEPTEMBER, 2022

**KSV RESTRUCTURING INC., IN ITS CAPACITY AS PROPOSAL TRUSTEE OF  
2806401 ONTARIO INC. o/a ALLIED TRACK SERVICES INC.**

Applicant

- and -

**2806401 ONTARIO INC. o/a ALLIED TRACK SERVICES INC.**

Respondent

**ORDER  
(appointing Interim Receiver)**

THIS APPLICATION made by KSV Restructuring Inc., (“**KSV**”) in its capacity as proposal trustee (in such capacity, the “**Proposal Trustee**”) of 2806401 Ontario Inc. o/a Allied Track Services Inc. (the “**Debtor**”) for an Order pursuant to section 47.1 of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the “**BIA**”) appointing KSV as interim receiver (in such capacity, the “**Interim Receiver**”) without security, of all of the assets, undertakings and properties of the Debtor acquired for, or used in relation to a business carried on by the Debtor, was heard this via videoconference.

ON READING the First Report of the Proposal Trustee dated September 4, 2022 and on hearing the submissions of counsel for the Proposal Trustee and Bridging Finance Inc., no one else appearing although duly served as appears from the affidavit of service of [●] sworn [●] and on reading the consent of KSV to act as the Interim Receiver,

**SERVICE**

1. THIS COURT ORDERS that the time for service of the Notice of Application and the Application is hereby abridged and validated so that this application is properly returnable today and hereby dispenses with further service thereof.

**APPOINTMENT**

2. THIS COURT ORDERS that pursuant to section 47.1 of the BIA, KSV is hereby appointed Interim Receiver, without security, of all of the assets, undertakings and properties of the Debtor acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (the "**Property**").

**INTERIM RECEIVER'S POWERS**

3. THIS COURT ORDERS that the Interim Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Interim Receiver is hereby expressly empowered and authorized to do any of the following where the Interim Receiver considers it necessary or desirable:

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
- (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (c) to manage, operate, and carry on the business of the Debtor, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtor;

- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Interim Receiver's powers and duties, including without limitation those conferred by this Order;
- (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtor or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor and to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor;
- (g) to settle, extend or compromise any indebtedness owing to the Debtor;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Interim Receiver's name or in the name and on behalf of the Debtor, for any purpose pursuant to this Order;
- (i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtor, the Property or the Interim Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;
- (j) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Interim Receiver in its discretion may deem appropriate;

- (k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,
  - (i) without the approval of this Court in respect of any transaction not exceeding \$100,000, provided that the aggregate consideration for all such transactions does not exceed \$100,000; and
  - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act* or its equivalent in any other relevant province shall not be required.
- (l) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (m) to report to, meet with and discuss with such affected Persons (as defined below) as the Interim Receiver deems appropriate on all matters relating to the Property and the interim receivership, and to share information, subject to such terms as to confidentiality as the Interim Receiver deems advisable;
- (n) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (o) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Interim Receiver, in the name of the Debtor;
- (p) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limiting the generality of the

foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtor;

- (q) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have; and
- (r) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations.

and in each case where the Interim Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Debtor, and without interference from any other Person.

#### **DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE INTERIM RECEIVER**

4. THIS COURT ORDERS that (i) the Debtor, (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "**Persons**" and each being a "**Person**") shall forthwith advise the Interim Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Interim Receiver, and shall deliver all such Property to the Interim Receiver upon the Interim Receiver's request.

5. THIS COURT ORDERS that all Persons shall forthwith advise the Interim Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtor, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "**Records**") in that Person's possession or control, and shall provide to the Interim Receiver or permit the Interim Receiver to make, retain and take away copies thereof and grant to the Interim Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed

or provided to the Interim Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

6. THIS COURT ORDERS that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Interim Receiver for the purpose of allowing the Interim Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Interim Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Interim Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Interim Receiver with all such assistance in gaining immediate access to the information in the Records as the Interim Receiver may in its discretion require including providing the Interim Receiver with instructions on the use of any computer or other system and providing the Interim Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

7. THIS COURT ORDERS that the Interim Receiver shall provide each of the relevant landlords with notice of the Interim Receiver's intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the Interim Receiver's entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Interim Receiver, or by further Order of this Court upon application by the Interim Receiver on at least two (2) days notice to such landlord and any such secured creditors.

#### **NO PROCEEDINGS AGAINST THE INTERIM RECEIVER**

8. THIS COURT ORDERS that no proceeding or enforcement process in any court or tribunal (each, a "**Proceeding**"), shall be commenced or continued against the Interim Receiver except with the written consent of the Interim Receiver or with leave of this Court.

**NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY**

9. THIS COURT ORDERS that no Proceeding against or in respect of the Debtor or the Property shall be commenced or continued except with the written consent of the Interim Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtor or the Property are hereby stayed and suspended pending further Order of this Court.

**NO EXERCISE OF RIGHTS OR REMEDIES**

10. THIS COURT ORDERS that all rights and remedies against the Debtor, the Interim Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Interim Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any "eligible financial contract" as defined in the BIA, and further provided that nothing in this paragraph shall (i) empower the Interim Receiver or the Debtor to carry on any business which the Debtor is not lawfully entitled to carry on, (ii) exempt the Interim Receiver or the Debtor from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

**NO INTERFERENCE WITH THE INTERIM RECEIVER**

11. THIS COURT ORDERS that no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtor, without written consent of the Interim Receiver or leave of this Court.

**CONTINUATION OF SERVICES**

12. THIS COURT ORDERS that all Persons having oral or written agreements with the Debtor or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Debtor are hereby restrained until further Order of this Court from discontinuing, altering,

interfering with or terminating the supply of such goods or services as may be required by the Interim Receiver, and that the Interim Receiver shall be entitled to the continued use of the Debtor's current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Interim Receiver in accordance with normal payment practices of the Debtor or such other practices as may be agreed upon by the supplier or service provider and the Interim Receiver, or as may be ordered by this Court.

### **INTERIM RECEIVER TO HOLD FUNDS**

13. THIS COURT ORDERS that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Interim Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Interim Receiver (the "**Post Receivership Accounts**") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Interim Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

### **EMPLOYEES**

14. THIS COURT ORDERS that all employees of the Debtor shall remain the employees of the Debtor until such time as the Interim Receiver, on the Debtor's behalf, may terminate the employment of such employees. The Interim Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Interim Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*.

### **PIPEDA**

15. THIS COURT ORDERS that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Interim Receiver shall disclose



personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "**Sale**"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Interim Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtor, and shall return all other personal information to the Interim Receiver, or ensure that all other personal information is destroyed.

#### **LIMITATION ON ENVIRONMENTAL LIABILITIES**

16. THIS COURT ORDERS that nothing herein contained shall require the Interim Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, "**Possession**") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, or the *Ontario Occupational Health and Safety Act* and regulations thereunder (the "**Environmental Legislation**"), provided however that nothing herein shall exempt the Interim Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Interim Receiver shall not, as a result of this Order or anything done in pursuance of the Interim Receiver's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

### **LIMITATION ON THE INTERIM RECEIVER'S LIABILITY**

17. THIS COURT ORDERS that the Interim Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*. Nothing in this Order shall derogate from the protections afforded the Interim Receiver by section 14.06 of the BIA or by any other applicable legislation.

### **INTERIM RECEIVER'S ACCOUNTS**

18. THIS COURT ORDERS that the Interim Receiver and counsel to the Interim Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Interim Receiver and counsel to the Interim Receiver shall be entitled to and are hereby granted a charge (the "**Interim Receiver's Charge**") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Interim Receiver's Charge shall form a charge on the Property in priority to the security interest of Bridging Finance Inc., but subordinate to all other security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

19. THIS COURT ORDERS that the Interim Receiver and its legal counsel shall pass its accounts from time to time, and for this purpose the accounts of the Interim Receiver and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

20. THIS COURT ORDERS that prior to the passing of its accounts, the Interim Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the standard rates and charges of the Interim Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

## FUNDING OF THE INTERIM RECEIVERSHIP

21. THIS COURT ORDERS that the Interim Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Interim Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "**Interim Receiver's Borrowings Charge**") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to the security interest of Bridging Finance Inc., but subordinate to all other security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, and subordinate in priority to the Interim Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

22. THIS COURT ORDERS that neither the Interim Receiver's Borrowings Charge nor any other security granted by the Interim Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.

23. THIS COURT ORDERS that the Interim Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "A" hereto (the "**Interim Receiver's Certificates**") for any amount borrowed by it pursuant to this Order.

## SERVICE AND NOTICE

24. THIS COURT ORDERS that the E-Service Protocol of the Commercial List (the "**Protocol**") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/>) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further

orders that a Case Website shall be established in accordance with the Protocol with the following URL: <https://www.ksvadvisory.com/experience/case/2806401-ontario-inc>.

25. THIS COURT ORDERS that if the service or distribution of documents in accordance with the Protocol is not practicable, the Interim Receiver is at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the Debtor's creditors or other interested parties at their respective addresses as last shown on the records of the Debtor and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

#### **GENERAL**

26. THIS COURT ORDERS that the Interim Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

27. THIS COURT ORDERS that nothing in this Order shall prevent the Interim Receiver from acting as a trustee in bankruptcy of the Debtor.

28. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Interim Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Interim Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Interim Receiver and its agents in carrying out the terms of this Order.

29. THIS COURT ORDERS that the Interim Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Interim Receiver is authorized and empowered to act as a representative in

respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

30. THIS COURT ORDERS that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Interim Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

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## SCHEDULE "A"

### INTERIM RECEIVER CERTIFICATE

CERTIFICATE NO. \_\_\_\_\_

AMOUNT \$ \_\_\_\_\_

1. THIS IS TO CERTIFY that KSV Restructuring Inc., the interim receiver (the "**Interim Receiver**") of the assets, undertakings and properties 2806401 Ontario Inc. o/a Allied Track Services Inc. (the "**Debtor**") acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (collectively, the "**Property**") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated the 6<sup>th</sup> day of September, 2022 (the "**Order**") made in an action having Court file number \_\_-CL-\_\_\_\_\_, has received as such Interim Receiver from the holder of this certificate (the "**Lender**") the principal sum of \$\_\_\_\_\_, being part of the total principal sum of \$\_\_\_\_\_ which the Interim Receiver is authorized to borrow under and pursuant to the Order.

2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily][monthly not in advance on the \_\_\_\_\_ day of each month] after the date hereof at a notional rate per annum equal to the rate of \_\_\_\_\_ per cent above the prime commercial lending rate of Bank of \_\_\_\_\_ from time to time.

3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Interim Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Interim Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.

4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at Toronto, Ontario.

5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Interim

Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

6. The charge securing this certificate shall operate so as to permit the Interim Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.

7. The Interim Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

KSV Restructuring Inc., solely in its capacity  
as Interim Receiver of the Property, and not in  
its personal capacity

Per: \_\_\_\_\_

Name:

Title:

Court File No.:

KSV RESTRUCTURING INC., IN ITS CAPACITY AS  
 PROPOSAL TRUSTEE OF 2806401 ONTARIO INC. o/a  
 ALLIED TRACK SERVICES INC.

- and -

2806401 ONTARIO INC. o/a  
 ALLIED TRACK SERVICES INC.

Applicant

Respondent

**ONTARIO  
 SUPERIOR COURT OF JUSTICE  
 COMMERCIAL LIST**

Proceeding Commenced at Toronto

**ORDER  
 (appointing Interim Receiver)**

**BLAKE, CASSELS & GRAYDON LLP**  
 Barristers and Solicitors  
 199 Bay Street  
 Suite 4000, Commerce Court West  
 Toronto, Ontario M5L 1A9

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Lawyers for the Applicant



# TAB 5

Revised: January 21, 2014  
~~s.243(1) BIA (National Receiver) and s. 101 CJA (Ontario) Receiver~~

Court File No. \_\_\_\_\_

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

THE HONOURABLE ~~\_\_\_\_\_~~ MR. ) ~~WEEKDAY~~ TUESDAY, THE #6<sup>th</sup>  
 )  
 JUSTICE ~~\_\_\_\_\_~~ McEWEN ) DAY OF ~~MONTH~~ SEPTEMBER, ~~20YR~~ 2022

**PLAINTIFF<sup>1</sup>**

**Plaintiff**

KSV RESTRUCTURING INC., IN ITS CAPACITY AS PROPOSAL TRUSTEE OF  
2806401 ONTARIO INC. o/a ALLIED TRACK SERVICES INC.

Applicant

- and -

**DEFENDANT**

**Defendant**

2806401 ONTARIO INC. o/a ALLIED TRACK SERVICES INC.

Respondent

**ORDER**  
**(appointing Interim Receiver)**

THIS ~~MOTION~~ APPLICATION made by ~~the Plaintiff~~<sup>2</sup> KSV Restructuring Inc., (“KSV”)  
in its capacity as proposal trustee (in such capacity, the “Proposal Trustee”) of 2806401 Ontario  
Inc. o/a Allied Track Services Inc. (the “Debtor”) for an Order pursuant to section ~~243(1)~~ 47.1 of

<sup>1</sup> ~~The Model Order Subcommittee notes that a receivership proceeding may be commenced by action or by application.  
 This model order is drafted on the basis that the receivership proceeding is commenced by way of an action.~~

<sup>2</sup> ~~Section 243(1) of the BIA provides that the Court may appoint a receiver "on application by a secured creditor".~~

the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "BIA") ~~and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "CJA")~~ appointing ~~[RECEIVER'S NAME]~~KSV as interim receiver ~~[and manager]~~ (in such ~~capacities~~capacity, the "Interim Receiver") without security, of all of the assets, undertakings and properties of ~~[DEBTOR'S NAME]~~ (the "Debtor") acquired for, or used in relation to a business carried on by the Debtor, was heard this ~~day at 330 University Avenue, Toronto, Ontario~~ via videoconference.

ON READING the ~~affidavit~~First Report of ~~[NAME]~~ sworn ~~[DATE]~~ ~~and the Exhibits thereto~~the Proposal Trustee dated September 4, 2022 and on hearing the submissions of counsel for ~~[NAMES]~~the Proposal Trustee and Bridging Finance Inc., no one else appearing ~~for [NAME]~~ although duly served as appears from the affidavit of service of ~~[NAME]~~[NAME] sworn ~~[DATE]~~[DATE] and on reading the consent of ~~[RECEIVER'S NAME]~~KSV to act as the Interim Receiver,

## SERVICE

1. THIS COURT ORDERS that the time for service of the Notice of Motion Application and the Motion Application is hereby abridged and validated<sup>3</sup> so that this motion application is properly returnable today and hereby dispenses with further service thereof.

## APPOINTMENT

2. THIS COURT ORDERS that pursuant to section ~~243(1)~~47.1 of the BIA ~~and section 101 of the CJA~~, ~~[RECEIVER'S NAME]~~, KSV is hereby appointed Interim Receiver, without security, of all of the assets, undertakings and properties of the Debtor acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (the "**Property**").

## INTERIM RECEIVER'S POWERS

3. THIS COURT ORDERS that the Interim Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the

<sup>3</sup> ~~If service is effected in a manner other than as authorized by the *Ontario Rules of Civil Procedure*, an order validating irregular service is required pursuant to Rule 16.08 of the *Rules of Civil Procedure* and may be granted in appropriate circumstances.~~

generality of the foregoing, the [Interim](#) Receiver is hereby expressly empowered and authorized to do any of the following where the [Interim](#) Receiver considers it necessary or desirable:

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
- (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (c) to manage, operate, and carry on the business of the Debtor, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtor;
- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the [Interim](#) Receiver's powers and duties, including without limitation those conferred by this Order;
- (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtor or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor and to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor;

- (g) to settle, extend or compromise any indebtedness owing to the Debtor;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Interim Receiver's name or in the name and on behalf of the Debtor, for any purpose pursuant to this Order;
- (i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtor, the Property or the Interim Receiver, and to settle or compromise any such proceedings.<sup>4</sup> The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;
- (j) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Interim Receiver in its discretion may deem appropriate;
- (k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,
  - (i) without the approval of this Court in respect of any transaction not exceeding \$~~\_\_\_\_\_~~100,000, provided that the aggregate consideration for all such transactions does not exceed \$~~\_\_\_\_\_~~100,000; and
  - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

~~<sup>4</sup>This model order does not include specific authority permitting the Receiver to either file an assignment in bankruptcy on behalf of the Debtor, or to consent to the making of a bankruptcy order against the Debtor. A bankruptcy may have the effect of altering the priorities among creditors, and therefore the specific authority of the Court should be sought if the Receiver wishes to take one of these steps.~~

and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act*, ~~or section 31 of the Ontario *Mortgages Act*, as the case may be,~~<sup>5</sup> its equivalent in any other relevant province shall not be required, ~~and in each case the Ontario *Bulk Sales Act* shall not apply.~~

- (l) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (m) to report to, meet with and discuss with such affected Persons (as defined below) as the Interim Receiver deems appropriate on all matters relating to the Property and the interim receivership, and to share information, subject to such terms as to confidentiality as the Interim Receiver deems advisable;
- (n) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (o) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Interim Receiver, in the name of the Debtor;
- (p) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtor;
- (q) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have; and

<sup>5</sup> ~~If the Receiver will be dealing with assets in other provinces, consider adding references to applicable statutes in other provinces. If this is done, those statutes must be reviewed to ensure that the Receiver is exempt from or can be exempted from such notice periods, and further that the Ontario Court has the jurisdiction to grant such an exemption.~~

- (f) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations.

and in each case where the Interim Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Debtor, and without interference from any other Person.

#### **DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE INTERIM RECEIVER**

4. THIS COURT ORDERS that (i) the Debtor, (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "**Persons**" and each being a "**Person**") shall forthwith advise the Interim Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Interim Receiver, and shall deliver all such Property to the Interim Receiver upon the Interim Receiver's request.

5. THIS COURT ORDERS that all Persons shall forthwith advise the Interim Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtor, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "**Records**") in that Person's possession or control, and shall provide to the Interim Receiver or permit the Interim Receiver to make, retain and take away copies thereof and grant to the Interim Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Interim Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

6. THIS COURT ORDERS that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service

provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the [Interim](#) Receiver for the purpose of allowing the [Interim](#) Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the [Interim](#) Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the [Interim](#) Receiver. Further, for the purposes of this paragraph, all Persons shall provide the [Interim](#) Receiver with all such assistance in gaining immediate access to the information in the Records as the [Interim](#) Receiver may in its discretion require including providing the [Interim](#) Receiver with instructions on the use of any computer or other system and providing the [Interim](#) Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

7. THIS COURT ORDERS that the [Interim](#) Receiver shall provide each of the relevant landlords with notice of the [Interim](#) Receiver's intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the [Interim](#) Receiver's entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the [Interim](#) Receiver, or by further Order of this Court upon application by the [Interim](#) Receiver on at least two (2) days notice to such landlord and any such secured creditors.

#### **NO PROCEEDINGS AGAINST THE [INTERIM](#) RECEIVER**

8. THIS COURT ORDERS that no proceeding or enforcement process in any court or tribunal (each, a "**Proceeding**"), shall be commenced or continued against the [Interim](#) Receiver except with the written consent of the [Interim](#) Receiver or with leave of this Court.

#### **NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY**

9. THIS COURT ORDERS that no Proceeding against or in respect of the Debtor or the Property shall be commenced or continued except with the written consent of the [Interim](#)



Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtor or the Property are hereby stayed and suspended pending further Order of this Court.

### **NO EXERCISE OF RIGHTS OR REMEDIES**

10. THIS COURT ORDERS that all rights and remedies against the Debtor, the [Interim](#) Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the [Interim](#) Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any "eligible financial contract" as defined in the BIA, and further provided that nothing in this paragraph shall (i) empower the [Interim](#) Receiver or the Debtor to carry on any business which the Debtor is not lawfully entitled to carry on, (ii) exempt the [Interim](#) Receiver or the Debtor from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

### **NO INTERFERENCE WITH THE [INTERIM](#) RECEIVER**

11. THIS COURT ORDERS that no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtor, without written consent of the [Interim](#) Receiver or leave of this Court.

### **CONTINUATION OF SERVICES**

12. THIS COURT ORDERS that all Persons having oral or written agreements with the Debtor or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Debtor are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the [Interim](#) Receiver, and that the [Interim](#) Receiver shall be entitled to the continued use of the Debtor's current telephone numbers, facsimile numbers, internet addresses and domain names,

provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the [Interim](#) Receiver in accordance with normal payment practices of the Debtor or such other practices as may be agreed upon by the supplier or service provider and the [Interim](#) Receiver, or as may be ordered by this Court.

### **INTERIM RECEIVER TO HOLD FUNDS**

13. THIS COURT ORDERS that all funds, monies, cheques, instruments, and other forms of payments received or collected by the [Interim](#) Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the [Interim](#) Receiver (the "**Post Receivership Accounts**") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the [Interim](#) Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

### **EMPLOYEES**

14. THIS COURT ORDERS that all employees of the Debtor shall remain the employees of the Debtor until such time as the [Interim](#) Receiver, on the Debtor's behalf, may terminate the employment of such employees. The [Interim](#) Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the [Interim](#) Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*.

### **PIPEDA**

15. THIS COURT ORDERS that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the [Interim](#) Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and

attempt to complete one or more sales of the Property (each, a "**Sale**"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the [Interim](#) Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtor, and shall return all other personal information to the [Interim](#) Receiver, or ensure that all other personal information is destroyed.

### **LIMITATION ON ENVIRONMENTAL LIABILITIES**

16. THIS COURT ORDERS that nothing herein contained shall require the [Interim](#) Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, "**Possession**") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, or the *Ontario Occupational Health and Safety Act* and regulations thereunder (the "**Environmental Legislation**"), provided however that nothing herein shall exempt the [Interim](#) Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The [Interim](#) Receiver shall not, as a result of this Order or anything done in pursuance of the [Interim](#) Receiver's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

### **LIMITATION ON THE [INTERIM RECEIVER'S](#) LIABILITY**

17. THIS COURT ORDERS that the [Interim](#) Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for

any gross negligence or wilful misconduct on its part, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*. Nothing in this Order shall derogate from the protections afforded the Interim Receiver by section 14.06 of the BIA or by any other applicable legislation.

### **INTERIM RECEIVER'S ACCOUNTS**

18. THIS COURT ORDERS that the Interim Receiver and counsel to the Interim Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Interim Receiver and counsel to the Interim Receiver shall be entitled to and are hereby granted a charge (the "**Interim Receiver's Charge**") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Interim Receiver's Charge shall form a ~~first~~-charge on the Property in priority to the security interest of Bridging Finance Inc., but subordinate to all other security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.<sup>6</sup>

19. THIS COURT ORDERS that the Interim Receiver and its legal counsel shall pass its accounts from time to time, and for this purpose the accounts of the Interim Receiver and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

20. THIS COURT ORDERS that prior to the passing of its accounts, the Interim Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the standard rates and charges of the Interim Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

### **FUNDING OF THE INTERIM RECEIVERSHIP**

~~<sup>6</sup>Note that subsection 243(6) of the BIA provides that the Court may not make such an order "unless it is satisfied that the secured creditors who would be materially affected by the order were given reasonable notice and an opportunity to make representations".~~

21. THIS COURT ORDERS that the Interim Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary ~~or desirable, provided that the outstanding principal amount does not exceed \$\_\_\_\_\_ (or such greater amount as this Court may by further Order authorize)~~ at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Interim Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "Interim Receiver's Borrowings Charge") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to the security interest of Bridging Finance Inc., but subordinate to all other security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, ~~but~~and subordinate in priority to the Interim Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

22. THIS COURT ORDERS that neither the Interim Receiver's Borrowings Charge nor any other security granted by the Interim Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.

23. THIS COURT ORDERS that the Interim Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "A" hereto (the "Interim Receiver's Certificates") for any amount borrowed by it pursuant to this Order.

~~24. THIS COURT ORDERS that the monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.~~

## SERVICE AND NOTICE

24. ~~25.~~ THIS COURT ORDERS that the E-Service Protocol of the Commercial List (the 'Protocol') is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website

at

24530925.3

<http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/>) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL-  
~~@~~: <https://www.ksvadvisory.com/experience/case/2806401-ontario-inc>.

25. ~~26.~~ THIS COURT ORDERS that if the service or distribution of documents in accordance with the Protocol is not practicable, the Interim Receiver is at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the Debtor's creditors or other interested parties at their respective addresses as last shown on the records of the Debtor and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

## GENERAL

26. ~~27.~~ THIS COURT ORDERS that the Interim Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

27. ~~28.~~ THIS COURT ORDERS that nothing in this Order shall prevent the Interim Receiver from acting as a trustee in bankruptcy of the Debtor.

28. ~~29.~~ THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Interim Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Interim Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Interim Receiver and its agents in carrying out the terms of this Order.

29. ~~30.~~ THIS COURT ORDERS that the Interim Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Interim Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

~~31.— THIS COURT ORDERS that the Plaintiff shall have its costs of this motion, up to and including entry and service of this Order, provided for by the terms of the Plaintiff's security or, if not so provided by the Plaintiff's security, then on a substantial indemnity basis to be paid by the Receiver from the Debtor's estate with such priority and at such time as this Court may determine.~~

30. ~~32.~~ THIS COURT ORDERS that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Interim Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

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## SCHEDULE "A"

INTERIM RECEIVER CERTIFICATE

CERTIFICATE NO. \_\_\_\_\_

AMOUNT \$ \_\_\_\_\_

1. THIS IS TO CERTIFY that ~~{RECEIVER'S NAME}~~ KSV Restructuring Inc., the interim receiver (the "Interim Receiver") of the assets, undertakings and properties ~~{DEBTOR'S NAME}~~ 2806401 Ontario Inc. o/a Allied Track Services Inc. (the 'Debtor') acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (collectively, the "**Property**") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated the 6<sup>th</sup> day of September, ~~20~~ 2022 (the "**Order**") made in an action having Court file number -CL-, has received as such Interim Receiver from the holder of this certificate (the "**Lender**") the principal sum of \$ \_\_\_\_\_, being part of the total principal sum of \$ \_\_\_\_\_ which the Interim Receiver is authorized to borrow under and pursuant to the Order.

2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily][monthly not in advance on the \_\_\_\_\_ day of each month] after the date hereof at a notional rate per annum equal to the rate of \_\_\_\_\_ per cent above the prime commercial lending rate of Bank of \_\_\_\_\_ from time to time.

3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Interim Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Interim Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.

4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at Toronto, Ontario.



- 2 -

5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Interim Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

6. The charge securing this certificate shall operate so as to permit the Interim Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.

7. The Interim Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

~~[RECEIVER'S NAME]~~ KSV Restructuring Inc.,  
solely in its capacity  
as Interim Receiver of the Property, and not in  
its personal capacity

Per: \_\_\_\_\_  
Name:  
Title:

Court File No.:

KSV RESTRUCTURING INC., IN ITS CAPACITY AS  
PROPOSAL TRUSTEE OF 2806401 ONTARIO INC. o/a  
ALLIED TRACK SERVICES INC.

- and -

2806401 ONTARIO INC. o/a  
ALLIED TRACK SERVICES INC.

Applicant

Respondent

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

Proceeding Commenced at Toronto

**ORDER  
(appointing Interim Receiver)**

**BLAKE, CASSELS & GRAYDON LLP**

Barristers and Solicitors

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Lawyers for the Applicant



Document comparison by Workshare 10.0 on Sunday, September 4, 2022 5:35:06 PM

Input:	
Document 1 ID	file:///C:/Users/NAB/Work Folders/Documents/KSV - Allied/Application Record/receivership-order-EN (1).doc
Description	receivership-order-EN (1)
Document 2 ID	PowerDocs://TOR_2528/24530925/3
Description	TOR_2528-#24530925-v3-Draft_Interim_Receivership_Order
Rendering set	Standard

Legend:	
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	Format change
	<del>Moved deletion</del>
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:
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	Count
Insertions	196
Deletions	77
Moved from	0
Moved to	0
Style change	0
Format changed	0
Total changes	273

Court File No.:

KSV RESTRUCTURING INC., IN ITS CAPACITY AS  
PROPOSAL TRUSTEE OF 2806401 ONTARIO INC. o/a  
ALLIED TRACK SERVICES INC.

- and -

2806401 ONTARIO INC. o/a  
ALLIED TRACK SERVICES INC.

Applicant

Respondent

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

Proceeding Commenced at Toronto

**APPLICATION RECORD  
(Appointment of Interim Receiver)  
Returnable September 6, 2022**

**BLAKE, CASSELS & GRAYDON LLP**  
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