



**Second Supplement to the First Report to
Court of KSV Restructuring Inc.
as Receiver and Manager of
2806401 Ontario Inc. o/a Allied Track
Services Inc.**

November 16, 2022

Contents

Page

| | | |
|-----|--------------------------------------|---|
| 1.0 | Introduction..... | 1 |
| 1.1 | Restrictions | 1 |
| 2.0 | Conveyance of Leased Equipment | 2 |
| 2.1 | Amendments to the AVO..... | 2 |
| 2.2 | Update on Buyouts..... | 4 |
| 3.0 | Recommendations..... | 5 |

Appendices

Appendix

Tab

| | |
|---|---|
| Amended and Restated Approval and Vesting Order (blackline)..... | A |
| Order Amending and Restating Approval and Vesting Order (clean) | B |



COURT FILE NO. CV-22-00687383-00CL

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

IN THE MATTER OF THE RECEIVERSHIP OF 2806401 ONTARIO INC. O/A ALLIED
TRACK SERVICES INC., A CORPORATION INCORPORATED UNDER THE LAWS OF
ONTARIO

BETWEEN:

PRICEWATERHOUSECOOPERS INC. (SOLELY IN ITS CAPACITY AS COURT-
APPOINTED RECEIVER AND MANAGER OF BRIDGING FINANCE INC. AND CERTAIN
RELATED ENTITIES AND INVESTMENT FUNDS)

APPLICANT

- AND -

2806401 ONTARIO INC. O/A ALLIED TRACK SERVICES INC.

RESPONDENTS

SECOND SUPPLEMENT TO THE FIRST REPORT OF
KSV RESTRUCTURING INC.
AS RECEIVER AND MANAGER

NOVEMBER 16, 2022

1.0 Introduction

1. This report (the "Second Supplement") supplements the Receiver's First Report to Court dated October 20, 2022 (the "First Report") and the Supplement to the First Report dated October 26, 2022 (the "Supplement").

1.1 Restrictions

1. This Second Supplement is subject to the restrictions in the First Report.

2.0 Conveyance of Leased Equipment

1. On October 28, 2022, the Court issued an approval and vesting order (the “AVO”) that, among other things:
 - a) approved the Auction Services Agreement dated October 18, 2022 (the “ASA”),
 - b) appointed Corporate Assets Inc. (the “Auctioneer”) as agent of Allied to sell the Assets (as defined in the AVO);
 - c) authorized the Receiver to sell certain vehicles leased to Allied by Danella Rental Systems Ltd. (“Danella”), LMS Rail Services Limited (“LMS”) and Setay Motors Inc. (“Setay”, together with Danella and LMS, the “Lessors”); and
 - d) provided for the vesting of all of Allied’s right, title and interest in and to the Assets (as defined in the AVO) to purchasers, free and clear of all encumbrances.
2. Since the granting of the AVO, the Receiver and the Auctioneer have been working diligently to market the assets scheduled in the AVO. Pursuant to the terms of the ASA, the Auctioneer has negotiated “pre-auction” sales for certain vehicles and equipment, which in the opinion of the Auctioneer are on sufficiently favourable economic terms that the Auctioneer recommended proceeding with the sales prior to the auction.
3. In the context of negotiating and attempting to close the pre-auction sales, it has become apparent to the Receiver that the terms of the AVO may not be sufficient to facilitate the transfer of registered title in certain assets that the Receiver and the Auctioneer have been authorized by the AVO to sell.
4. The Receiver is accordingly seeking amendments to the AVO which, in the Receiver’s view, are technical in nature and intended to facilitate the orders set out in the AVO, as issued.
5. This Second Supplement summarizes the amendments being sought, and provides a short update on certain other leased vehicles.

2.1 Amendments to the AVO

1. A blackline of the AVO, as issued, marked against the amended and restated AVO sought by the Receiver, is attached as Appendix “A”.
2. Paragraph 4 of the AVO, as issued, authorizes the Receiver and the Auctioneer to sell certain vehicles leased to Allied by the Lessors, on the following terms:
 4. THIS COURT ORDERS that, without limiting the generality of Paragraph 2, the Receiver and the Auctioneer are hereby authorized to sell, pursuant to the terms of the ASA, the Assets defined in the First Report as the LMS Units (other than the Short Term LMS Units, as defined in the Supplement), the Danella Units and the Unregistered Setay Units, which for greater certainty are scheduled as Assets to this Order.

3. Paragraph 5 of the AVO includes standard vesting language, vesting in the purchaser of the Assets (which includes the vehicles leased by the Lessors to Allied that are authorized to be sold in Paragraph 4 of the AVO), all of Allied's right title and interest in such Assets, free and clear of Claims and Encumbrances (as defined in the AVO):

5. THIS COURT ORDERS AND DECLARES that effective upon the delivery of a bill of sale by the Auctioneer to a purchaser (each, a "Purchaser"), any sale of the Assets set out in such bill of sale by the Auctioneer on behalf of the Debtor to a Purchaser shall be free and clear of and from any and all security interests (whether contractual, statutory or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory or otherwise), liens, executions, levies, charges or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "Claims") including, without limiting the generality of the foregoing: (i) charges created by the order of Mr. Justice Osborne issued on September 23, 2022, and (ii) all charges, security interests or claims evidenced by registrations pursuant to the Personal Property Security Act (Ontario) or any other personal property registry system (all of the foregoing, collectively, "Encumbrances"), and for greater certainty, this Court orders that all of the Claims and Encumbrances affecting or relating to the Assets set out in such bill of sale shall be deemed expunged and discharged as against the Assets and that all of the Debtor's right, title and interest in and to the Assets shall vest absolutely in the applicable Purchaser.

4. While the AVO, as issued, explicitly authorizes the Receiver to sell the vehicles leased by the Lessors to Allied, vests out encumbrances, and transfers all of Allied's right, title and interest in the Assets to the purchaser, the AVO does not explicitly transfer all of the Lessors' right, title and interest in the Assets to a purchaser.
5. Due to the number of units leased by the Lessors to Allied that are subject to paragraph 4 of the AVO (50 in total: 3 by Danella, 44 by LMS and 3 by Setay), the Receiver has been unable to obtain a report from the applicable motor vehicles registries regarding which entity is registered as owner, but the Receiver understands that many, if not all, of the vehicles authorized to be sold by Paragraph 4 of the AVO are registered in the name of the Lessors, not Allied.
6. Based on the Auctioneer's experience working to close pre-auction sales, some of which include vehicles leased to Allied by the Lessors, it is apparent to the Receiver that the AVO, as issued, may not be sufficient for registrars at applicable vehicle registry offices to facilitate the transfer of title to those Assets.
7. Accordingly, in order to give full effect to the AVO as intended, the Receiver is seeking the Court's indulgence to amend the AVO, to include the following provisions:
 - a) Vesting in the purchaser the right, title and interest of Danella, LMS or Setay, as applicable, in and to the Assets authorized to be sold by the Receiver, in the same way that the AVO vests the right, title and interest of Allied in and to all of the Assets;
 - b) Deeming Danella, LMS and Setay to consent to the transfer of title for the purposes of recording the change of registered ownership in any applicable registry;

- c) Authorizing provincial motor vehicle registrars to rely on the foregoing deeming provision; and
 - d) Requesting regulatory authorities to enter the purchaser of such Assets as registered owner.
8. None of the requested amendments to the AVO change the scope or effect of the AVO, as issued. No new assets are being included. The Receiver is seeking only to give effect to the authorization it was granted by Paragraph 4 of the AVO to sell the vehicles leased to Allied by the Lessors.
 9. The Receiver is also seeking an amendment to the AVO to include an express authorization for the Receiver, or its counsel, to file discharges in applicable personal property security registries in order to give effect to the vesting provisions of the AVO, as issued. While the Receiver does not require specific authorization to do this from a regulatory perspective, and could register discharges without this amendment, the Receiver believes that it is prudent to obtain such authority given that it anticipates having to file such discharges if certain secured creditors are not cooperative, or are not promptly responsive.
 10. The Receiver notified the Lessors of the amendments it is seeking on November 15, 2022, provided a blackline of the AVO to identify the changes, and requested their consent to the amendments. As of the date of this Second Supplement, Setay has advised the Receiver that it consents to the amendments, and Danella and LMS have responded through counsel but have not formally consented to or opposed the amendments.
 11. A clean copy of the order sought by the Receiver, which authorizes the amendments to the AVO and attaches an amended and restated AVO as a schedule, is attached as Appendix "B".

2.2 Update on Buyouts

1. The Supplement advised that the Receiver would be seeking to negotiate buyouts of equipment leased to Allied by Calmont Leasing Ltd. ("Calmont"), Caterpillar Financial Services Limited ("Caterpillar"), Meridian OneCap Credit Corp. ("Meridian") Valiant Financial Services Inc. ("Valiant") and Vault Credit Corporation ("Vault").
2. The Receiver was able to agree to terms with Caterpillar, Meridian and Vault for the buyout of equipment leased to Allied by those lessors. The buyouts have been completed, and the Auctioneer will be selling the respective assets. Anticipating that a buyout would be achievable, the Receiver included the Caterpillar, Meridian and Vault vehicles in the AVO. Accordingly, no amendment to the AVO is necessary to reflect the buyouts.
3. The Receiver was not able to agree to terms with Calmont or Valiant. The Calmont and Valiant equipment has either been returned, or is in the process of being returned. The Calmont equipment was not included in Schedule "A" to the AVO, and so no amendment to the AVO is necessary. The Valiant units were included in Schedule "A" to the AVO (anticipating that a buyout would be achievable), and accordingly the amendments sought to the AVO include the deletion from Schedule "A" of the three trucks leased to Allied by Valiant.

3.0 Recommendations

1. Based on the foregoing, the Receiver respectfully recommends that this Honourable Court make an order amending the AVO in the manner set out in Appendix "A" hereto.

* * *

All of which is respectfully submitted,

KSV Restructuring Inc.

**KSV RESTRUCTURING INC.,
SOLELY IN ITS CAPACITY AS RECEIVER AND MANAGER OF
2806401 ONTARIO INC. O/A ALLIED TRACK SERVICES INC.
AND NOT IN ITS PERSONAL OR IN ANY OTHER CAPACITY**

Appendix “A”

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

THE HONOURABLE MADAM) FRIDAY, THE 28TH
)
JUSTICE CONWAY) DAY OF OCTOBER, 2022

**IN THE MATTER OF THE RECEIVERSHIP OF 2806401 ONTARIO INC.
o/a ALLIED TRACK SERVICES INC., A CORPORATION
INCORPORATED UNDER THE LAWS OF ONTARIO**

BETWEEN:

PRICEWATERHOUSECOOPERS INC.
(solely in its capacity as Court-appointed receiver and manager of Bridging Finance Inc.
and certain related entities and investment funds)

Applicant

- and -

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

Respondent

AMENDED AND RESTATED ORDER
(Approving Auction Services Agreement, and Ancillary Matters)

THIS MOTION made by KSV Restructuring Inc., (“**KSV**”) in its capacity as receiver and manager (in such capacity, the “**Receiver**”), without security, of all of the assets, undertakings and properties of 2806401 Ontario Inc. o/a Allied Track Services (the “**Debtor**”) for an order, among other things, approving the auction services agreement dated October 19, 2022 (the “**ASA**”) between the Receiver and Corporate Assets Inc. (the “**Auctioneer**”) to (i)

permit the Auctioneer to conduct a sale of the assets set out in the ASA, and (ii) vesting all right, title and interest of the Debtor in and to the assets described in Schedule “A” to this Order, ~~and~~ any assets of the Debtor that may be added to Schedule A of the ASA by the Receiver and the Auctioneer ~~(, and all right, title and interest of any registered owner of any Leased Units (defined below) described in Schedule “A” (all such assets listed in Schedule “A”, including the Leased Units, the “Assets”)~~, to the purchasers as identified by the Auctioneer pursuant to the ASA, was heard this day by judicial videoconference via Zoom in Toronto, Ontario.

ON READING the First Report of KSV as Receiver dated October 19, 2022 (the “**First Report**”), the Supplement to the First Report of KSV as Receiver dated October 26, 2022 (the “**Supplement**”) and on hearing the submissions of counsel for the Receiver, and those other counsel and parties listed on the Participant Information Form, no one else appearing although duly served as appears from the affidavit of service of Nancy Thompson sworn October 21, 2022,

SERVICE

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

APPROVAL AND VESTING

2. **THIS COURT ORDERS AND DECLARES** that the ASA and the transactions contemplated thereby are hereby approved, with such minor amendments as the Receiver and the Auctioneer may deem necessary and agree to in writing. Subject to the provisions of this Order, the Receiver is authorized and directed to take such additional steps and execute such additional

documents as may be necessary or desirable to implement the ASA and the transactions contemplated therein.

3. **THIS COURT ORDERS** that subject to the terms of the ASA, the Auctioneer be and hereby is appointed as agent of the Debtor to sell the Assets.

4. **THIS COURT ORDERS** that, without limiting the generality of Paragraph 2, the Receiver and the Auctioneer are hereby authorized to sell, pursuant to the terms of the ASA, the Assets defined in ~~the First Report~~ Schedule "A" hereto as the LMS Units ~~(other than the Short Term LMS Units, as defined in the Supplement)~~, the Danella Units and the Unregistered Setay Units, ~~which for greater certainty are scheduled as Assets to this Order.~~ (collectively, the "Lessor Units"), and that effective upon the delivery of a bill of sale by the Auctioneer to a purchaser (each, a "Purchaser") in respect of any Lessor Unit:

(a) all of the right, title and interest of LMS Rail Services Limited ("LMS"), in and to the applicable LMS Unit listed in the bill of sale shall vest absolutely in the applicable Purchaser;

(b) all of the right, title and interest of Danella Rental Systems, Inc. ("Danella") in and to the applicable Danella Unit listed in the bill of sale shall vest absolutely in the applicable Purchaser, and

(c) all of the right, title and interest of Setay Motors Inc. ("Setay") in and to the applicable Unregistered Setay Unit shall vest absolutely in the applicable Purchaser;

in each case, free and clear of all Claims and Encumbrances (as defined below), subject to Paragraph 6 hereof.

4.A THIS COURT ORDERS that LMS, Danella and Setay, as applicable, are hereby deemed to have consented to the transfer of title from them to the applicable Purchaser for the purposes of recording the change of registered ownership of any LMS Unit, Danella Unit or Unregistered Setay Unit, and any provincial motor vehicles registrar shall be entitled to rely on this deeming provision, without liability to LMS, Danella or Setay, in connection with transferring registered title in any Leased Unit to a Purchaser.

5. **THIS COURT ORDERS AND DECLARES** that effective upon the delivery of a bill of sale by the Auctioneer to a ~~purchaser (each, a~~ “Purchaser”), any sale of the Assets set out in such bill of sale by the Auctioneer on behalf of the Debtor to a Purchaser shall be free and clear of and from any and all security interests (whether contractual, statutory or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory or otherwise), liens, executions, levies, charges or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the “**Claims**”) including, without limiting the generality of the foregoing: (i) charges created by the order of Mr. Justice Osborne issued on September 23, 2022, and (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system (all of the foregoing, collectively, “**Encumbrances**”), and for greater certainty, this Court orders that all of the Claims and Encumbrances affecting or relating to the Assets set out in such bill of sale shall be deemed expunged and discharged as against the Assets and that all of the Debtor’s right, title and interest in and to the Assets shall vest absolutely in the applicable Purchaser.

5A THIS COURT ORDERS that the Receiver, or its counsel, is hereby authorized to register a discharge statement in the applicable personal property security registry, discharging any registered Encumbrance that is vested out of any Asset pursuant to Paragraph 5 hereof.

6. **THIS COURT ORDERS** that for the purposes of determining the nature and priority of Claims, the net proceeds payable to the Receiver from the sale of the Assets (the “**Net Proceeds**”) shall stand in the place and stead of the Assets, and that from and after the delivery of the bill of sale delivered by the Auctioneer to the Purchaser, all Claims and Encumbrances shall attach to the Net Proceeds from the sale of the Assets with the same priority as they had with respect to the Assets immediately prior to the sale as if the Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

7. **THIS COURT ORDERS** that, notwithstanding:

- (a) The pendency of these proceedings;
- (b) Any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) (the “**BIA**”) in respect of the Debtor, any bankruptcy order issued pursuant to any such application, or any deemed assignment resulting from the Debtor’s failure to file a proposal pursuant to section 50.4(8) of the BIA; and
- (c) Any assignment in bankruptcy made in respect of the Debtor;

the transaction as contemplated by the ASA and the vesting of the Assets in the Purchasers pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtor and shall not be void or voidable by creditors of the Debtor, nor shall it constitute or be deemed to be a fraudulent preference, assignment, fraudulent conveyance,

transfer at undervalue, or other reviewable transaction under the BIA or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

8. **THIS COURT DIRECTS** the Receiver to segregate the net proceeds of sale of the LMS Units (as defined in ~~the First Report~~ Schedule “A” hereto) received by the Receiver from the Auctioneer (the “**LMS Proceeds**”), which LMS Proceeds shall not be distributed by the Receiver except by further order of this Court, sought on notice to LMS.

9. **THIS COURT DIRECTS** the Receiver to segregate the net proceeds of sale of the Danella Units (as defined in ~~the First Report~~ Schedule “A” hereto) received by the Receiver from the Auctioneer (the “**Danella Proceeds**”), which Danella Proceeds shall not be distributed by the Receiver except by further order of this Court, sought on notice to Danella.

VIN REGISTERED SETAY UNITS

10. **THIS COURT AUTHORIZES** the Receiver to (a) return the VIN Registered Setay Units, as defined in the First Report and as itemized in Schedule “B” hereto (the “**VIN Registered Setay Units**”) to Setay ~~Motors Inc.~~ (“**Setay**”), and (b) to pay all rent owing to Setay in respect of the VIN Registered Setay Units for the period beginning on August 25, 2022 and ending on the date that the VIN Registered Setay Units are returned to Setay, in the amounts required by the applicable Setay Lease (as defined in the First Report).

SHORT TERM LMS UNITS

11. **THIS COURT AUTHORIZES** the Receiver to return the Short Term LMS Units, as defined in the Supplement and as itemized in Schedule “B” hereto (the “**Short Term LMS Units**”) to LMS ~~Rail Services Limited~~.

SEALING

12. **THIS COURT ORDERS AND DECLARES** that the Confidential Appendices to the First Report be and are hereby sealed and shall be treated as confidential until (a) the later of (i) the end of the Auction Period (as defined in the ASA), or (ii) all Assets are sold to Purchasers, or (b) further order of this Court.

APPROVAL OF ACTIVITIES

13. **THIS COURT ORDERS** that the activities of the Receiver described in the First Report, occurring between September 23, 2022 and October 19, 2022, in relation to the Debtor and these proceedings, are hereby ratified and approved, provided, however, that only the Receiver, in its personal capacity and only with respect to its own personal liability, shall be entitled to rely upon or utilize in any way such approval.

GENERAL

14. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, the United States or any other jurisdiction to give effect to this Order and assist the Purchasers, the Receiver and their respective 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 Purchasers and the to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Purchasers, the Receiver and their respective agents in carrying out the terms of this Order.

15. **THIS COURT HEREBY REQUESTS**, without limiting the generality of Paragraph 14, that upon being presented with a bill of sale for any Asset (including without limitation any Lessor Unit) and a copy of this Order, any court, tribunal, regulatory or administrative body having jurisdiction in Canada, the United States or any other jurisdiction (including without

limitation the Ontario Ministry of Transportation, ServiceOntario, the British Columbia Ministry of Transportation and Infrastructure, the Insurance Corporation of British Columbia, and the Alberta Registrar of Motor Vehicles) to enter the applicable Purchaser as the registered owner of the Asset.

16. ~~15.~~ **THIS COURT ORDERS** that this order is effective from today's date and is made and enforceable without any need for entry or filing.

SCHEDULE "A"

ASSETS

| <u>Asset #</u> | <u>Description</u> | <u>Serial No/VIN/Other</u> |
|--------------------------|---------------------------------|-------------------------------|
| RAIL TOOLS AND EQUIPMENT | | |
| 10-10H TO 18H | IMPACT WRENCHS | 8 UNITS |
| 20-5W TO 11W | WELDERS PORTABLE/SHOP | 4 UNITS |
| 23-1 TO 5 PP | GIESMAR HYD POWER PACKS | 5 UNITS |
| 23-1G | GENERATOR | |
| 23-2G | GENERATOR | |
| 30-10C | TIE CART OTM | Fabricated IN North Bay SHOP. |
| 30-11C | BALLAST CAR | |
| 30-12C | BALLAST CAR | |
| 30-13C | OTM CART | Fabricated IN North Bay SHOP. |
| 30-14C | OTM CART | Fabricated IN North Bay SHOP. |
| 30-15C | TIE CART OTM | Fabricated IN North Bay SHOP. |
| 30-16C | OTM CART | Fabricated IN North Bay SHOP. |
| 30-17C | OTM CART | Fabricated IN North Bay SHOP. |
| 30-18C | OTM CART | Fabricated IN North Bay SHOP. |
| 30-19C | OTM CART | Fabricated IN North Bay SHOP. |
| 40-6B | Bearsaw | 441 S/N N/A |
| 41-7P TO 14P | PROFILE GRINDERS/SWITCH POINT | 7 UNITS TOTAL LOT |
| 50-1S | SCRAP RECLAIMER | FAIRMOUNT S/N N/A |
| 50-2S | SCRAP RECLAIMER | HOLLEY S/N N/A |
| 50-3S | SCRAP RECLAIMER/DUAL | HOLLEY |
| 50-4S | SCRAP RECLAIMER/SPIKE PLUCKER | HOLLEY S/N 588 |
| 64-9J-L | 64-9J-L Auto Lift - 2014 Nordic | 790677RB-UG |
| 64-10J-L | 64-10J-L Plate Jack - 2015 Nor | 790683RB-UG |
| 64-11J-L | 64-11J-L Auto Lift - 2015 Nord | 790684RB-UG |
| 64-12J-L | 2016 Nordco Auto Lift | 791084 |
| 65-5P | 65-5P Super Claw - Nordco Supe | 438 |
| 65-8P | 65-8P Spike Puller - 2005 Nor | 45022005 |
| 65-12P | 65-12P Spiker Puller - 2012 No | 310223 |
| 65-13P | 65-13P Spike Puller - 2012 Nor | 310224 |
| 65-14P | 65-14P Spike Puller - 2012 Nor | 310254 |
| 65-16P-L | 65-12P Spiker Puller - 2012 No | 310345 |
| 65-17P-L | 65-17P-L Spike Puller - 2015 N | 310349 |
| 70-2H | RAIL HEATER | |
| U79-10 | SKID SPRAYER/BOOMLESS BAR | |
| 80-7B | BLOWER MACHINE | |
| 80-5B | NORDCO MODEL M | |

| Asset # | Description | Serial No/VIN/Other |
|----------------|--|----------------------------|
| 80-11B-L | 80-11B-L 4600 Regulator | 4600-201-15 |
| 80-12B-L | 80-12B-L 4600 Regulator | 4600-202-15 |
| 80-13B-L | 80-13B-L M7 Regulator | 800601 |
| 80-14B-L | M7 Regulator SNOW PLOW ATTACHEMENTS for item below | QTY 2 |
| 80-14B-L | 80-14B-L M7 Regulator | 800602 |
| 80-16B-L | 80-16B-L 46-2 Regulator | 46-343-12RB-UG |
| 80-17B | 80-17B 4600 Regulator | 4600-217-15 |
| 81-12C | 904A Liebherr | |
| 81-14C | 904A Liebherr/LONG REACH | |
| 81-8C | 902 LIEBHERR | 7022480 |
| 81-20 | 81-20 Hitachi - 2015 / RT60B # | HCMCKB00J00001137 |
| 81-21 | 81-21 Hitachi - 2015 / RT60B # | HCMCKB00J00001130 |
| 81-22 | 81-22 Hitachi - 2015 / RT60B # | HCMLCC60K00004003 |
| 81-23 | 81-23 Hitachi - 2015 / RT60B # | HCMLCC60A00004007 |
| 82-5D | 82-5D - 2004 Nordco CX Spiker | 410500 ASF |
| 82-6D | 82-6D - 2009 Nordco CX Spiker | 410141RB-UG |
| 82-8D | 82-8D - 2011 Nordco CX Spiker | 410116RB-UG |
| 82-10D | 82-10D - Nordco CX Spiker | 410728 |
| 82-13D-L | 82-13D-L - 2015 Nordco CX Spiker | 410395RB-UG |
| 82-14D-L | 82-14D-L - 2015 Nordco CX Spiker | 410396RB-UG |
| 82-15D-L | 82-15D-L - 2015 Nordco CX Spiker | 410397RB-UG |
| 83-7I | 83-7I Tripp - 2007 Model C | 760589 |
| 83-9I | TR 10 TIE INSERTOR | |
| 83-12I-L | 83-12I-L Tripp - 2014 Model D | 760589 |
| 83-13I-L | 83-13I-L Tripp - 2015 Model D | 760612 |
| 83-14I-L | 83-14I-L Tripp - 2015 Model D | 760613 |
| 84-8S | 84-8S Pettibone (Pumpkin) | S/N 2652 |
| 84-13S-L | 84-13S-L - 2015 Pettibone 445 | SS10236-15 |
| 85-3T | 85-3T - Jackson Tamper 6700 | 142414 |
| 85-9T | 85-9T - 1988 Jackson Tamper - | 6700 |
| 85-10T-L | 85-10T-L - 2014 Harsco Tamper- | 7114114 |
| 85-11T-L | 85-11T-L - 2015 Harsco Tamper | 7114174 |
| 85-13T-L | 85-13T-L - 2015 Harsco Tamper | 7114095 |
| 85-14T-L | 85-14T-L - 2013 HST Nordco Tamper | 61904013 |
| 85-16T | 85-16T 2002 HTT Chase Tamper | 153193 |
| 87-3Z-L | 87-3Z-L - 2015 Cribber Adzer | 38-218-15 |
| 88-1TM | TRACKMOBILE | 31432470 |
| 88-4TM | TRACKMOBILE | |
| 89-TS | 89-TS - 1997 HTT-T50-27 TRACK | RM1090356 |
| 91-4X | LINK BELT | ECHJ8-3779 |
| 91-7X-L | 2005 John Deer Excavator 120C | FF120CX035557 |
| 93-1B | 580K CASE | JAB0004932 |
| 93-3B | JCB BACKHOE/WITH HIRAIL | SLP214TC8U09107 |
| 93-18 | 2018 CAT 430 Backhoe Loader | CAT0430FALYE00214 |
| 96-1P | RAIL PULLER | |
| 96-2P | RAIL PULLER | |
| 92-4P | RAIL BENDER | |

| Asset # | Description | Serial No/VIN/Other |
|-------------------|---|---|
| | CATERPILLAR 420-07XE BACKHOE LOADER + ACCESSIONS | CAT00420KH9X00662 |
| | 2018 VERMEER D10X15S3 NAVIGATOR DRILL | 1VRA130V6H1000511 |
| HEAVY TRUCKS | | |
| 705 | MACK BOOM TRUCK | SERCA BOOM S/N 1M2AG10J96M030420 |
| 706 | MACK BOOM TRUCK/ WITH MAG | SERCS BOOM |
| 710 | Westernstar 4900SB Truck | 5KJRALD12GPHN1133 |
| 711 | PETERBILT 367 | WET LINE |
| 712 | Peterbilt Truck | WET LINE 1XP-FDBOX |
| 326 | ROTARY DUMP | 1FDZS96P2WVA24110 |
| 501 | DODGE 5500/SERVICE BODY/CRANE | FIELD MECHANIC UNIT 3J7WRNBL5 88988 |
| 502 | DODGE 5500/SERVICE BODY/CRANE | 3C7WRNBL3FG505882 |
| 930 | 2000 Freightliner FL 80 Hi Rail | 1FVXJBB7YHF87320 |
| | VHD64B200 6X4, REG CAB, GRAPPLE TRUCK, W/HI RAIL | 4V5KC9DG9EN155944 |
| | VHD64B200 6X4, REG CAB, GRAPPLE TRUCK, W/HI RAIL | 4V5KC9DG5GN952999 |
| | 2021 FREIGHTLINER 1114SD | 3ALHG3DV9MDML1069 |
| | 2020 FREIGHTLINER 1114SD | 1FVHG3DV2LHMC2427 |
| | 2020 FREIGHTLINER 1114SD | 1FVHG3DVXLHKG6182 |
| FLOAT TRAILERS | | |
| 801 | LOAD KING | DROP DECK TILT AND LOAD WITH RAIL KIT S/N |
| 804 | LANDOLL 410B | 1ZH410VJ391817421 |
| 814 | MAGNUM BOOSTER AXLE | S/N 2P9BD16697A015478 |
| 822 | LOW BOY WITH RAIL KIT. 2019 LANDOLL 455B-53 | DROP DECK 1LH455WJ7K1B26256 |
| ENCLOSED TRAILERS | | |
| 812 | CARGO MAX | |
| 813 | JDJ TRAILER | 2J9UTE625M1022234 |
| 816 | ENCLOSED TRAILER | |
| 818 | ENCLOSED TRAILER | 56JTE1423JA158486 |
| 820 | HITCHMAN TRAILER | 2G9E35KBXCH019425 |
| 821 | ENCLOSED TRAILER | 5NHULE625AN071193 |
| 823 | STEALTH ENCLOSED TRAILER | |
| 960 | MIRAGE TANDEM TRAILER | |
| TRUCKS/SUV | | |
| 156 | FORD F150 SUPERCREW XLT | 1FTFW1ET5EFB63393 |
| 157 | FORD F150 SUPERCREW XLT | 1FTFW1ET6EFA33414 |
| 158 | CHEV 1500 SUPERCREW 4x4 | |
| 159 | CHEV 1500 SUPERCREW 4x4 | 2GCUKPEC8EG242948 |
| 161 | FORD F150 SUPERCREW XLT | |
| 162 | CHEV 1500 SUPERCREW 4X4 | 3GCUKREC1EG128205 |

| Asset # | Description | Serial No/VIN/Other |
|----------------|--|------------------------------|
| 174 | Ford Edge SEL | 2FMPK4J95GBC47595 |
| 214 | CHEV 2500 SUPERCREW 4X4- | 1GC1KVC8EF18100 |
| 215 | CHEV 2500 SUPERCREW 4X4- | 1GC1KVC80EF182324 |
| 320 | FORD F150 | 1FTFW1CT9CFC14328 |
| 322 | FORD COF/ Tank | |
| 323 | FORD F150 SUPER CAB | 1FTEW1CM9DFA25491 |
| 324 | FORD F150 SUPER CAB | 1FTFW1ET0DKD39014 |
| 325 | FORD F150 | 1FOX46F92EB99793 |
| | F750 4X2, CREW CAB, WELDING TRUCKING, W/HH-RAIL | 3FRXW7FGXDV786030 |
| | 2015 1500 SUPER CREW (ALLIED) / SILVERADO | 1GCVKSEC2FZ223269 |
| | 2015 CHEVROLET SILVERADO | 3GCUKSECXFG398736 |
| | 2016 CHEVROLET SILVERADO CREW CAB | 1GC1KUEG2GF106369 |
| | 2015 FORD F-250/F-350 | 1FT8W3B63FEC58789 |
| | 2015 FORD F-350 CREWCAB XL | 1FT8W3B63FEC59792 |
| | 2015 FORD F-350 CREWCAB XL | 1FT8W3B62FEC67415 |
| | 2015 FORD F-350 CREWCAB XL | 1FT8W3B62FEC94386 |
| | 2016 FORD F-350 CREWCAB XL | 1FT7W2B63FEC19637 |
| | 2016 FORD F-350 CREWCAB XL | 1FT8W3B63GEC27653 |
| | 2016 FORD F-350 CREWCAB XL | 1FT8W3B65GEC27654 |
| | 2016 FORD F-350 CREWCAB XL | 1FT8W3B6XGEC36480 |
| | 2016 FORD F-350 CREWCAB XL | 1FT8W3B61GEC36481 |
| | 2016 FORD F-250 CREWCAB XL | 1FT7W2B69GED34602 |
| | 2016 FORD F-250 CREWCAB XL | 1FT7W2B6XGED43809 |
| | 2016 FORD F-250 CREWCAB XL | 1FT7W2B66GED43810 |
| | 2016 FORD F-250 CREWCAB XL | 1FT7W2B68GED43811 |
| | 2016 FORD F-250 CREWCAB XL | 1FT7W2B6XGED43812 |
| | 2016 FORD F-250 CREWCAB XL | 1FT7W2B61GED43813 |
| | 2017 FORD F-250 | 1FT7W2B66HED74816 |
| | 2017 FORD F-250 | 1FT7W2B67HED82052 |
| | 2017 FORD F-250 | 1FT7W2B67HED97814 |
| | 2017 FORD F-250 | 1FT7W2B67HEE11517 |
| | 2017 FORD F-250 | 1FT7W2B69HEE11518 |
| | 2017 FORD F-250 | 1FT7W2B69HED97815 |
| | 2017 FORD F-250 | 1FT7W2B61HED97811 |
| | 2017 FORD F-250 | 1FT7W2B60HED97816 |
| | 2017 FORD F-350 SUPERDUTY | 1FT8W3B64HEE11520 |
| | 2017 FORD F-350 SUPERDUTY | 1FT8W3B68HEE11519 |
| | 2017 FORD F-350 SUPERDUTY | 1FT8W3B62HEE39638 |
| | 2017 FORD F-350 SUPERDUTY | 1FT8W3B64HEE39639 |
| | 2019 FORD F-350 | 1FT8W3B68LED73329 |
| | 2019 FORD SRW CREWCAB | 1FT7W2B62KED88977 |
| | 2019 FORD F-250 | 1FT7W2B62KEE30371 |
| | 2019 FORD F-350 | 1FT8W3B68KEE30370 |
| | 2018 FORD F-350 CREWCAB | 1FT7W3BT5JEC00723 |
| | 2018 FORD F-250 | 1FT7X2B64JEB76822 |
| | 2014 FORD F-350 CREWCAB | 1FT8W3B67EEB71133 |
| | 2015 FORD F-350 CREWCAB | 1FT8W3B60FEC47955 |
| | 2019 FORD F-350 | 1FT8W3B62KEG81840 |
| | 2019 FORD F-350 | 1FT8W3B65KEG81847 |

| Asset # | Description | Serial No/VIN/Other |
|-------------------------------|--|---------------------|
| | 2019 FORD F 350 SRW | 1FT8W3B63KEG81846 |
| | 2018 FORD F 350 | 1FT8W3B61JEC30039 |
| | 2020 FORD F 250 SRW | 1FT7W2B60LEE14025 |
| | 2020 FORD F 250 SRW | 1FT7W2B64LEE14027 |
| | 2020 FORD F 350 SRW | 1FT8W3B69LED81634 |
| | 2019 FORD F 250 | 1FT7W2B6XKEG81882 |
| | 2022 FORD F 350 SUPERDUTY | 1FT8W3B61NED08891 |
| | 2022 FORD F 350 SUPERDUTY | 1FT8W3B63NED08892 |
| 906 | FORD F250 | 1FT7W2B60CEB62793 |
| 905 | FORD F350 | 1FT8W3B69BEB27193 |
| 155 | FORD F150 SUPERCREW XLT | 1FTFWIEF6EF634463 |
| 175 | FORD F-150 | 1FTEW1EFXGFC86079 |
| 900 | FORD F350 XL SUPER DUTY 6IT DEISEL | |
| VANS | | |
| 126 | FORD ECO PASSENGER | |
| 128 | SAVANA 3500. RETIRED | |
| 129 | FORD TRANSAT | 1FBAX2CM3FKA25311 |
| 130 | FORD TRANSAT | 1FBAX2CM5FKA23706 |
| OTM TRACKER | | |
| 81-24-L | PETERBILT 5500 POWER UNIT | 1NPAXBEX85D833104 |
| 91-7X-L | JOHN DEERE W/GRAPPLE ATTACHMENTS FOR UNIT MAG | MAG FOR UNIT |
| 815-TR-L | MAJESTIC 3 AXLE TRAIL FOR OTM | |
| 816 | CARGO MATE ORBL82OTA2 | 5NHUBLV23FB453126 |
| BC-03 | FAE BRUSH CUTTER/MULCHER | 21-3614 |
| SANDER/SALTER | SANDER/SALTER FOR PICK UP BOX | Qty 2 |
| WC-01 | WATER CART | |
| WC-02 | WATER CART | |
| | UTILITY CART (SIGNALS) | |
| TR01 | CUSTOM TRAILER NOT PLATED | N/A |
| | WASTE OIL TANKS QUANTITY 2 | |
| | SHIPPING CONTAINER MISCELANEOUS TRACK TOOLS | |
| | BATEMAN RK MAGNET QTY 5 | |
| | QTY 6 PLOWS, GRAPPLER, BOBCAT FORKS, WING PLOW | |
| 80-14 | SIDEWINGS | |
| 80-13 | TRAIN SNOWPLOW | |
| | SNOWPLOWS, TRUCK TIRES, SPARE METAL RAIL LINES, BOBCAT FORKS, TRAIN SWEEPERS ATTACHMENTS, JAW MOUNT, TIE CLAMPS, BOBCAT PLOWS, TIE BUNDLES | |
| 81-17C | LIEBHERR-902 EXCAVATOR | |
| 30-21C | Q-C CARTS QTY 2 | |
| SHIPPING CONTAINER SHED | HYDRAULIC CYLINDER, GAS FIRE SUPPRESSION MACHINE, 2 TON MOTOR LIFT, FLUID PUMPERS QTY 2, GRINDING STONES 2 SKIDS, TIE PLUGS, BAND STRAPPING QTY 10, HYDRAULIC RAIL SPREADER YELLOW COMPRESSOR (BELONGS TO BUILDING), | |

| <u>Asset #</u> | <u>Description</u> | <u>Serial No/VIN/Other</u> |
|--------------------|---|----------------------------|
| | BLUE COMPRESSOR (ALLIED) | |
| SHIPPING CONTAINER | GENERATORS QTY 4, POWER PACKS QTY 2, WATER PUMPS QTY 2, BLOWER PACKS QTY 2, HIGH CAPACITY EXTENSION CHORD, GAS DRILL, BOZ CART OPENER QTY 2, HYDRAULIC DRILL QTY 3, RAIL PULLER | |
| SHIPPING CONTAINER | RAIL GRINDER, PART CLEANER | |
| SHIPPING CONTAINER | FUEL TANK, SANDER, | |
| | TIE CARTS QTY 10 | |
| | SHUNT CAR | |
| | TAMPER | |
| | FORD L8000 CRANE TRUCK | |
| | SPIKE PULLER QTY 2 | |
| 7801 | TAMPER | |
| 64-4J | Plate Jack | |
| | BEAR SAW | |
| 3211-28 | KERSHAW 504-4001 | |
| | JACKSON TAMPER 3300 | |
| | JACKSON TAMPER 143966 | |
| | QTY 2, TOOL BOXES, OWNER DERREN | |
| | ENVIROMENTAL WASTE OILS | |
| | WORK BENCH, ALEMITE, OIL CONTAINER QTY 2 | |
| | MISC. OIL | |
| | HASSCO WHITE 1100 LTR USED OIL TANK | S/N102077 |
| | WORK BENCH, AIR HOSES | |
| | JET DRILL PRESS | |
| | METAL SAW CUTTER | |
| | SMOKE OUT PLYMORENT | |
| | WORK BENCH, WELDING RODS | |
| | METABO SANDING MACHINE | |
| | M7 DRILL | |
| | POWER FIST PRESS 50 TON | |
| | HYD-MECH S-20 BAND SAW 80 PANDROL POWER PACK | |
| | WORK BENCH, MISC. METAL PIPE SUPPLIES | |
| | THERMITE WELDING KITS | |
| | RACKING. METAL SUPPLIES | |
| | WORK TABLE | |
| | BUGGY, M4 BODY PARTS | |
| | MANUAL PORTABLE STRAPPING | |
| | SWITCH POINT GRINDER | |
| | MISC. ENGINES, LIFTING CHAINS, GEISMAN POWER PACK, PARTS FOR M7, ROCK DEFLECTORS | Lot |
| | DAKE POWER PRESS | |
| | ALTERNATOR STARTERS, SPROCKETS, FANS, HYDRAULIC CONTROL VALVES & RELAYS, PUMPS, EXHAUST PARTS, ASSORTED M4 PARTS, ASSORTED CX SPIKER PARTS, GASKETS, HOSES, TRIPPPARTS, REGULATOR PARTS | |

| <u>Asset #</u> | <u>Description</u> | <u>Serial No/VIN/Other</u> |
|----------------|---|----------------------------|
| | SHOP LUBRICANTS, CONSUMABLES, METRIC BOAT BINS, STANDARD BOAT BINS | |
| | BLUE CAGE, TOOLS, HOSES, POWER PACK, MISC. SHOP TOOLS | |
| | JACK STANDS QTY 4, GEAVY DUTY CHAINS FOR CRANE, MISC. SHOP TOOLS | |
| | HEAVY DUTY TRUCK MAINTENACE PARTS, ASSORTED FUEL FILTERS & AIR FILTERS, REFRIEND TRIPOD, BEAR SAW BLADES, FLORESCENT SPRAY PAINTY QTY. 25 CASES | |
| 81-7C | 902A LIEBHERR (SCRAP PARTS) | Equipment Defunct |
| 23-50HI | PANDROL MODEL 100K | 12840 |
| | BLACK TRAILER | SCRAP |
| | TRI-AXLE | |
| DW-1 | Cable Plow Ditch Witch Q125 | |

ASSETS THAT ARE LEASED UNITS

| <u>Asset #</u> | <u>Description</u> | <u>Serial No/VIN/Other</u> |
|------------------|--|-----------------------------------|
| <u>LMS UNITS</u> | | |
| | 2015 FORD F-350 CREWCAB XL | 1FT8W3B63FEC59792 |
| | 2015 FORD F-350 CREWCAB XL | 1FT8W3B62FEC67415 |
| | 2015 FORD F-350 CREWCAB XL | 1FT8W3B62FEC94386 |
| | 2016 FORD F-350 CREWCAB XL | 1FT7W2B63FEC19637 |
| | 2016 FORD F-350 CREWCAB XL | 1FT8W3B63GEC27653 |
| | 2016 FORD F-350 CREWCAB XL | 1FT8W3B65GEC27654 |
| | 2016 FORD F-350 CREWCAB XL | 1FT8W3B6XGEC36480 |
| | 2016 FORD F-350 CREWCAB XL | 1FT8W3B61GEC36481 |
| | 2016 FORD F-250 CREWCAB XL | 1FT7W2B69GED34602 |
| | 2016 FORD F-250 CREWCAB XL | 1FT7W2B6XGED43809 |
| | 2016 FORD F-250 CREWCAB XL | 1FT7W2B66GED43810 |
| | 2016 FORD F-250 CREWCAB XL | 1FT7W2B68GED43811 |
| | 2016 FORD F-250 CREWCAB XL | 1FT7W2B6XGED43812 |
| | 2016 FORD F-250 CREWCAB XL | 1FT7W2B61GED43813 |
| | 2017 FORD F-250 | 1FT7W2B66HED74816 |
| | 2017 FORD F-250 | 1FT7W2B67HED82052 |
| | 2017 FORD F-250 | 1FT7W2B67HED97814 |
| | 2017 FORD F-250 | 1FT7W2B67HEE11517 |
| | 2017 FORD F-250 | 1FT7W2B69HEE11518 |
| | 2017 FORD F-250 | 1FT7W2B69HED97815 |
| | 2017 FORD F-250 | 1FT7W2B61HED97811 |
| | 2017 FORD F-250 | 1FT7W2B60HED97816 |
| | 2017 FORD F-350 SUPERDUTY | 1FT8W3B64HEE11520 |
| | 2017 FORD F-350 SUPERDUTY | 1FT8W3B68HEE11519 |
| | 2017 FORD F-350 SUPERDUTY | 1FT8W3B62HEE39638 |
| | 2017 FORD F-350 SUPERDUTY | 1FT8W3B64HEE39639 |

| <u>Asset #</u> | <u>Description</u> | <u>Serial No/VIN/Other</u> |
|---------------------------------|---|----------------------------|
| | <u>2019 FORD F-350</u> | <u>1FT8W3B68LED73329</u> |
| | <u>2019 FORD SRW CREWCAB</u> | <u>1FT7W2B62KED88977</u> |
| | <u>2019 FORD F-250</u> | <u>1FT7W2B62KEE30371</u> |
| | <u>2019 FORD F-350</u> | <u>1FT8W3B68KEE30370</u> |
| | <u>2018 FORD F-350 CREWCAB</u> | <u>1FT7W3BT5JEC00723</u> |
| | <u>2018 FORD F-250</u> | <u>1FT7X2B64JEB76822</u> |
| | <u>2014 FORD F-350 CREWCAB</u> | <u>1FT8W3B67EEB71133</u> |
| | <u>2015 FORD F-350 CREWCAB</u> | <u>1FT8W3B60FEC47955</u> |
| | <u>2019 FORD F-350</u> | <u>1FT8W3B62KEG81840</u> |
| | <u>2019 FORD F-350</u> | <u>1FT8W3B65KEG81847</u> |
| | <u>2019 FORD F-350 SRW</u> | <u>1FT8W3B63KEG81846</u> |
| | <u>2018 FORD F-350</u> | <u>1FT8W3B61JEC30039</u> |
| | <u>2020 FORD F-250 SRW</u> | <u>1FT7W2B60LEE14025</u> |
| | <u>2020 FORD F-250 SRW</u> | <u>1FT7W2B64LEE14027</u> |
| | <u>2020 FORD F-350 SRW</u> | <u>1FT8W3B69LED81634</u> |
| | <u>2019 FORD F-250</u> | <u>1FT7W2B6XKEG81882</u> |
| | <u>2022 FORD F-350 SUPERDUTY</u> | <u>1FT8W3B61NED08891</u> |
| | <u>2022 FORD F-350 SUPERDUTY</u> | <u>1FT8W3B63NED08892</u> |
| <u>Danella Units</u> | | |
| | <u>F750 4X2, CREW-CAB, WELDING TRUCKING, W/HI-RAIL</u> | <u>3FRXW7FGXDV786030</u> |
| | <u>VHD64B200 6X4, REG-CAB, GRAPPLE TRUCK, W/HI-RAIL</u> | <u>4V5KC9DG9EN155944</u> |
| | <u>VHD64B200 6X4, REG-CAB, GRAPPLE TRUCK, W/HI-RAIL</u> | <u>4V5KC9DG5GN952999</u> |
| <u>Unregistered Setay Units</u> | | |
| | <u>2016 CHEVROLET SILVERADO CREW CAB</u> | <u>1GC1KUEG2GF106369</u> |
| | <u>2015 1500 SUPER CREW (ALLIED) / SILVERADO</u> | <u>1GCVKSEC2FZ223269</u> |
| | <u>2015 CHEVROLET SILVERADO</u> | <u>3GCUKSECXFG398736</u> |

SCHEDULE "B"

VIN REGISTERED SETAY ASSETS

| | Make and Model | VIN |
|----|------------------------------------|-------------------|
| 1 | 2019 Chevrolet Silverado | 1GCUYBEFXKZ284481 |
| 2 | 2019 Chevrolet Silverado | 1GCUYEED2KZ289741 |
| 3 | 2019 Chevrolet Blazer | 3GNKBJRS4KS633973 |
| 4 | 2019 Chevrolet Silverado 1500 | 1GCUYBEFXKZ259516 |
| 5 | 2015 Chevrolet Express Cutaway Van | 1GAWGPF9F1144586 |
| 6 | 2015 Chevrolet Express Cutaway Van | 1GAWGPF9F1146547 |
| 7 | 2019 Chevrolet Silverado | 1GCUYGED3KZ397829 |
| 8 | 2020 Chevrolet Silverado | 1GCUYEED8LZ111334 |
| 9 | 2020 Chevrolet Silverado | 1GCUYGELXLZ198673 |
| 10 | 2019 Chevrolet Equinox | 2GNAXVEX0K6280555 |
| 11 | 2021 Chevrolet Silverado | 1GCUYBEF9MZ109013 |
| 12 | 2017 Chevrolet Silverado 1500 | 3GCUKTEC1HG383566 |
| 13 | 2017 GMC Sierra | 3GTU2MEC0HG214273 |
| 14 | 2019 GMC Sierra | 1GTU9FEL1KZ225846 |

SHORT TERM LMS UNITS

| | Make and Model | VIN |
|---|---------------------------|-------------------|
| 1 | 2015 Ford F-350 Superduty | 1FT8W3B63FEC59789 |
| 2 | 2016 Ford F-350 | 1FT8W3B61GED34605 |

PRICEWATERHOUSECOOPERS INC.
(solely in its capacity as Court-appointed receiver and manager of
Bridging Finance Inc. and certain related entities and investment funds)

Applicant

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

Respondent

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST
Proceeding Commenced at Toronto

AMENDED AND RESTATED ORDER
**(Approving Auction Services Agreement,
and Ancillary Matters)**

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

Chris Burr, LSO #55172H
Tel: 416-863-3261
Email: chris.burr@blakes.com

Lawyers for the Receiver

Document comparison by Workshare Compare on Wednesday, November 16, 2022 4:21:28 PM

| Input: | |
|---------------|--|
| Document 1 ID | PowerDocs://TOR_2528/24565617/3 |
| Description | TOR_2528-#24565617-v3-KSV_-_Allied_-_Approval_Order_(Auction_Services) |
| Document 2 ID | PowerDocs://TOR_2528/24565617/5 |
| Description | TOR_2528-#24565617-v5-KSV_-_Allied_-_Approval_Order_(Auction_Services) |
| Rendering set | Standard |

| Legend: | |
|---------------------------|--|
| Insertion | |
| Deletion | |
| Moved from | |
| <u>Moved to</u> | |
| Style change | |
| Format change | |
| Moved deletion | |
| Inserted cell | |
| Deleted cell | |
| Moved cell | |
| Split/Merged cell | |
| Padding cell | |

| Statistics: | |
|-------------|--|
|-------------|--|

| | Count |
|----------------|-------|
| Insertions | 136 |
| Deletions | 118 |
| Moved from | 0 |
| Moved to | 0 |
| Style changes | 0 |
| Format changes | 0 |
| Total changes | 254 |

Appendix “B”

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

THE HONOURABLE MADAM) TUESDAY, THE 22ND
)
JUSTICE CONWAY) DAY OF NOVEMBER, 2022

**IN THE MATTER OF THE RECEIVERSHIP OF 2806401 ONTARIO INC.
o/a ALLIED TRACK SERVICES INC., A CORPORATION
INCORPORATED UNDER THE LAWS OF ONTARIO**

BETWEEN:

PRICEWATERHOUSECOOPERS INC.
(solely in its capacity as Court-appointed receiver and manager of Bridging Finance Inc.
and certain related entities and investment funds)

Applicant

- and -

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

Respondent

**ORDER
(Amending Approval and Vesting Order)**

THIS MOTION made by KSV Restructuring Inc., (“**KSV**”) in its capacity as receiver and manager (in such capacity, the “**Receiver**”), without security, of all of the assets, undertakings and properties of 2806401 Ontario Inc. o/a Allied Track Services (the “**Debtor**”) for an order, among other things, amending the Order of Madam Justice Conway dated October

28, 2022 made in these proceedings, was heard this day by judicial videoconference via Zoom in Toronto, Ontario.

ON READING the First Report of KSV as Receiver dated October 19, 2022, the Supplement to the First Report of KSV as Receiver dated October 26, 2022, the Second Supplement to the First Report of KSV as Receiver dated November 16, 2022, and on hearing the submissions of counsel for the Receiver, and those other counsel and parties listed on the Participant Information Form, no one else appearing although duly served as appears from the affidavit of service of Nancy Thompson sworn November [DATE], 2022,

1. **THIS COURT ORDERS** that the Order of Madam Justice Conway, issued on October 28, 2022 in these proceedings (the “**AVO**”), is hereby amended and restated in the form attached hereto as Schedule “A”, and the AVO, as amended and restated, shall have effect as of October 28, 2022.
 2. **THIS COURT ORDERS** that this order is effective from today’s date and is made and enforceable without any need for entry or filing.
-

SCHEDULE "A"

AMENDED AND RESTATED APPROVAL AND VESTING ORDER

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

THE HONOURABLE MADAM) FRIDAY, THE 28TH
)
JUSTICE CONWAY) DAY OF OCTOBER, 2022

**IN THE MATTER OF THE RECEIVERSHIP OF 2806401 ONTARIO INC.
o/a ALLIED TRACK SERVICES INC., A CORPORATION
INCORPORATED UNDER THE LAWS OF ONTARIO**

BETWEEN:

PRICEWATERHOUSECOOPERS INC.
(solely in its capacity as Court-appointed receiver and manager of Bridging Finance Inc.
and certain related entities and investment funds)

Applicant

- and -

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

Respondent

**AMENDED AND RESTATED ORDER
(Approving Auction Services Agreement, and Ancillary Matters)**

THIS MOTION made by KSV Restructuring Inc., (“**KSV**”) in its capacity as receiver and manager (in such capacity, the “**Receiver**”), without security, of all of the assets, undertakings and properties of 2806401 Ontario Inc. o/a Allied Track Services (the “**Debtor**”) for an order, among other things, approving the auction services agreement dated October 19, 2022 (the “**ASA**”) between the Receiver and Corporate Assets Inc. (the “**Auctioneer**”) to

(i) permit the Auctioneer to conduct a sale of the assets set out in the ASA, and (ii) vesting all right, title and interest of the Debtor in and to the assets described in Schedule “A” to this Order, any assets of the Debtor that may be added to Schedule A of the ASA by the Receiver and the Auctioneer, and all right, title and interest of any registered owner of any Leased Units (defined below) described in Schedule “A” (all such assets listed in Schedule “A”, including the Leased Units, the “Assets”), to the purchasers as identified by the Auctioneer pursuant to the ASA, was heard this day by judicial videoconference via Zoom in Toronto, Ontario.

ON READING the First Report of KSV as Receiver dated October 19, 2022 (the “**First Report**”), the Supplement to the First Report of KSV as Receiver dated October 26, 2022 (the “**Supplement**”) and on hearing the submissions of counsel for the Receiver, and those other counsel and parties listed on the Participant Information Form, no one else appearing although duly served as appears from the affidavit of service of Nancy Thompson sworn October 21, 2022,

SERVICE

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

APPROVAL AND VESTING

2. **THIS COURT ORDERS AND DECLARES** that the ASA and the transactions contemplated thereby are hereby approved, with such minor amendments as the Receiver and the Auctioneer may deem necessary and agree to in writing. Subject to the provisions of this Order, the Receiver is authorized and directed to take such additional steps and execute such additional

documents as may be necessary or desirable to implement the ASA and the transactions contemplated therein.

3. **THIS COURT ORDERS** that subject to the terms of the ASA, the Auctioneer be and hereby is appointed as agent of the Debtor to sell the Assets.

4. **THIS COURT ORDERS** that, without limiting the generality of Paragraph 2, the Receiver and the Auctioneer are hereby authorized to sell, pursuant to the terms of the ASA, the Assets defined in Schedule "A" hereto as the LMS Units, the Danella Units and the Unregistered Setay Units (collectively, the "**Lessor Units**"), and that effective upon the delivery of a bill of sale by the Auctioneer to a purchaser (each, a "**Purchaser**") in respect of any Lessor Unit:

- (a) all of the right, title and interest of LMS Rail Services Limited ("**LMS**"), in and to the applicable LMS Unit listed in the bill of sale shall vest absolutely in the applicable Purchaser;
- (b) all of the right, title and interest of Danella Rental Systems, Inc. ("**Danella**") in and to the applicable Danella Unit listed in the bill of sale shall vest absolutely in the applicable Purchaser, and
- (c) all of the right, title and interest of Setay Motors Inc. ("**Setay**") in and to the applicable Unregistered Setay Unit shall vest absolutely in the applicable Purchaser;

in each case, free and clear of all Claims and Encumbrances (as defined below), subject to Paragraph 6 hereof.

4.A **THIS COURT ORDERS** that LMS, Danella and Setay, as applicable, are hereby deemed to have consented to the transfer of title from them to the applicable Purchaser for the purposes of recording the change of registered ownership of any LMS Unit, Danella Unit or

Unregistered Setay Unit, and any provincial motor vehicles registrar shall be entitled to rely on this deeming provision, without liability to LMS, Danella or Setay, in connection with transferring registered title in any Leased Unit to a Purchaser.

5. **THIS COURT ORDERS AND DECLARES** that effective upon the delivery of a bill of sale by the Auctioneer to a Purchaser, any sale of the Assets set out in such bill of sale by the Auctioneer on behalf of the Debtor to a Purchaser shall be free and clear of and from any and all security interests (whether contractual, statutory or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory or otherwise), liens, executions, levies, charges or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the “**Claims**”) including, without limiting the generality of the foregoing: (i) charges created by the order of Mr. Justice Osborne issued on September 23, 2022, and (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system (all of the foregoing, collectively, “**Encumbrances**”), and for greater certainty, this Court orders that all of the Claims and Encumbrances affecting or relating to the Assets set out in such bill of sale shall be deemed expunged and discharged as against the Assets and that all of the Debtor’s right, title and interest in and to the Assets shall vest absolutely in the applicable Purchaser.

5A **THIS COURT ORDERS** that the Receiver, or its counsel, is hereby authorized to register a discharge statement in the applicable personal property security registry, discharging any registered Encumbrance that is vested out of any Asset pursuant to Paragraph 5 hereof.

6. **THIS COURT ORDERS** that for the purposes of determining the nature and priority of Claims, the net proceeds payable to the Receiver from the sale of the Assets (the “**Net**

Proceeds”) shall stand in the place and stead of the Assets, and that from and after the delivery of the bill of sale delivered by the Auctioneer to the Purchaser, all Claims and Encumbrances shall attach to the Net Proceeds from the sale of the Assets with the same priority as they had with respect to the Assets immediately prior to the sale as if the Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

7. **THIS COURT ORDERS** that, notwithstanding:

- (a) The pendency of these proceedings;
- (b) Any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) (the “**BIA**”) in respect of the Debtor, any bankruptcy order issued pursuant to any such application, or any deemed assignment resulting from the Debtor’s failure to file a proposal pursuant to section 50.4(8) of the BIA; and
- (c) Any assignment in bankruptcy made in respect of the Debtor;

the transaction as contemplated by the ASA and the vesting of the Assets in the Purchasers pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtor and shall not be void or voidable by creditors of the Debtor, nor shall it constitute or be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the BIA or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

8. **THIS COURT DIRECTS** the Receiver to segregate the net proceeds of sale of the LMS Units (as defined in Schedule “A” hereto) received by the Receiver from the Auctioneer (the

“**LMS Proceeds**”), which LMS Proceeds shall not be distributed by the Receiver except by further order of this Court, sought on notice to LMS.

9. **THIS COURT DIRECTS** the Receiver to segregate the net proceeds of sale of the Danella Units (as defined in Schedule “A” hereto) received by the Receiver from the Auctioneer (the “**Danella Proceeds**”), which Danella Proceeds shall not be distributed by the Receiver except by further order of this Court, sought on notice to Danella.

VIN REGISTERED SETAY UNITS

10. **THIS COURT AUTHORIZES** the Receiver to (a) return the VIN Registered Setay Units, as defined in the First Report and as itemized in Schedule “B” hereto (the “**VIN Registered Setay Units**”) to Setay, and (b) to pay all rent owing to Setay in respect of the VIN Registered Setay Units for the period beginning on August 25, 2022 and ending on the date that the VIN Registered Setay Units are returned to Setay, in the amounts required by the applicable Setay Lease (as defined in the First Report).

SHORT TERM LMS UNITS

11. **THIS COURT AUTHORIZES** the Receiver to return the Short Term LMS Units, as defined in the Supplement and as itemized in Schedule “B” hereto (the “**Short Term LMS Units**”) to LMS.

SEALING

12. **THIS COURT ORDERS AND DECLARES** that the Confidential Appendices to the First Report be and are hereby sealed and shall be treated as confidential until (a) the later of (i) the end of the Auction Period (as defined in the ASA), or (ii) all Assets are sold to Purchasers, or (b) further order of this Court.

APPROVAL OF ACTIVITIES

13. **THIS COURT ORDERS** that the activities of the Receiver described in the First Report, occurring between September 23, 2022 and October 19, 2022, in relation to the Debtor and these proceedings, are hereby ratified and approved, provided, however, that only the Receiver, in its personal capacity and only with respect to its own personal liability, shall be entitled to rely upon or utilize in any way such approval.

GENERAL

14. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, the United States or any other jurisdiction to give effect to this Order and assist the Purchasers, the Receiver and their respective 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 Purchasers and the to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Purchasers, the Receiver and their respective agents in carrying out the terms of this Order.

15. **THIS COURT HEREBY REQUESTS**, without limiting the generality of Paragraph 14, that upon being presented with a bill of sale for any Asset (including without limitation any Lessor Unit) and a copy of this Order, any court, tribunal, regulatory or administrative body having jurisdiction in Canada, the United States or any other jurisdiction (including without limitation the Ontario Ministry of Transportation, ServiceOntario, the British Columbia Ministry of Transportation and Infrastructure, the Insurance Corporation of British Columbia, and the Alberta Registrar of Motor Vehicles) to enter the applicable Purchaser as the registered owner of the Asset.

16. **THIS COURT ORDERS** that this order is effective from today's date and is made and enforceable without any need for entry or filing.

SCHEDULE "A"

ASSETS

| <u>Asset #</u> | <u>Description</u> | <u>Serial No/VIN/Other</u> |
|--------------------------|---------------------------------|-------------------------------|
| RAIL TOOLS AND EQUIPMENT | | |
| 10-10H TO 18H | IMPACT WRENCHS | 8 UNITS |
| 20-5W TO 11W | WELDERS PORTABLE/SHOP | 4 UNITS |
| 23-1 TO 5 PP | GIESMAR HYD POWER PACKS | 5 UNITS |
| 23-1G | GENERATOR | |
| 23-2G | GENERATOR | |
| 30-10C | TIE CART OTM | Fabricated IN North Bay SHOP. |
| 30-11C | BALLAST CAR | |
| 30-12C | BALLAST CAR | |
| 30-13C | OTM CART | Fabricated IN North Bay SHOP. |
| 30-14C | OTM CART | Fabricated IN North Bay SHOP. |
| 30-15C | TIE CART OTM | Fabricated IN North Bay SHOP. |
| 30-16C | OTM CART | Fabricated IN North Bay SHOP. |
| 30-17C | OTM CART | Fabricated IN North Bay SHOP. |
| 30-18C | OTM CART | Fabricated IN North Bay SHOP. |
| 30-19C | OTM CART | Fabricated IN North Bay SHOP. |
| 40-6B | Bearsaw | 441 S/N N/A |
| 41-7P TO 14P | PROFILE GRINDERS/SWITCH POINT | 7 UNITS TOTAL LOT |
| 50-1S | SCRAP RECLAIMER | FAIRMOUNT S/N N/A |
| 50-2S | SCRAP RECLAIMER | HOLLEY S/N N/A |
| 50-3S | SCRAP RECLAIMER/DUAL | HOLLEY |
| 50-4S | SCRAP RECLAIMER/SPIKE PLUCKER | HOLLEY S/N 588 |
| 64-9J-L | 64-9J-L Auto Lift - 2014 Nordic | 790677RB-UG |
| 64-10J-L | 64-10J-L Plate Jack - 2015 Nor | 790683RB-UG |
| 64-11J-L | 64-11J-L Auto Lift - 2015 Nord | 790684RB-UG |
| 64-12J-L | 2016 Nordco Auto Lift | 791084 |
| 65-5P | 65-5P Super Claw - Nordco Supe | 438 |
| 65-8P | 65-8P Spike Puller - 2005 Nor | 45022005 |
| 65-12P | 65-12P Spiker Puller - 2012 No | 310223 |
| 65-13P | 65-13P Spike Puller - 2012 Nor | 310224 |
| 65-14P | 65-14P Spike Puller - 2012 Nor | 310254 |
| 65-16P-L | 65-12P Spiker Puller - 2012 No | 310345 |
| 65-17P-L | 65-17P-L Spike Puller - 2015 N | 310349 |
| 70-2H | RAIL HEATER | |
| U79-10 | SKID SPRAYER/BOOMLESS BAR | |

| <u>Asset #</u> | <u>Description</u> | <u>Serial No/VIN/Other</u> |
|----------------|--|----------------------------|
| 80-7B | BLOWER MACHINE | |
| 80-5B | NORDCO MODEL M | |
| 80-11B-L | 80-11B-L 4600 Regulator | 4600-201-15 |
| 80-12B-L | 80-12B-L 4600 Regulator | 4600-202-15 |
| 80-13B-L | 80-13B-L M7 Regulator | 800601 |
| 80-14B-L | M7 Regulator SNOW PLOW ATTACHEMENTS for item below | QTY 2 |
| 80-14B-L | 80-14B-L M7 Regulator | 800602 |
| 80-16B-L | 80-16B-L 46-2 Regulator | 46-343-12RB-UG |
| 80-17B | 80-17B 4600 Regulator | 4600-217-15 |
| 81-12C | 904A Liebherr | |
| 81-14C | 904A Liebherr/LONG REACH | |
| 81-8C | 902 LIEBHERR | 7022480 |
| 81-20 | 81-20 Hitachi - 2015 / RT60B # | HCMCKB00J00001137 |
| 81-21 | 81-21 Hitachi - 2015 / RT60B # | HCMCKB00J00001130 |
| 81-22 | 81-22 Hitachi - 2015 / RT60B # | HCMLCC60K00004003 |
| 81-23 | 81-23 Hitachi - 2015 / RT60B # | HCMLCC60A00004007 |
| 82-5D | 82-5D - 2004 Nordco CX Spiker | 410500 ASF |
| 82-6D | 82-6D - 2009 Nordco CX Spiker | 410141RB-UG |
| 82-8D | 82-8D - 2011 Nordco CX Spiker | 410116RB-UG |
| 82-10D | 82-10D - Nordco CX Spiker | 410728 |
| 82-13D-L | 82-13D-L - 2015 Nordco CX Spiker | 410395RB-UG |
| 82-14D-L | 82-14D-L - 2015 Nordco CX Spiker | 410396RB-UG |
| 82-15D-L | 82-15D-L - 2015 Nordco CX Spiker | 410397RB-UG |
| 83-7I | 83-7I Tripp - 2007 Model C | 760589 |
| 83-9I | TR 10 TIE INSERTOR | |
| 83-12I-L | 83-12I-L Tripp - 2014 Model D | 760589 |
| 83-13I-L | 83-13I-L Tripp - 2015 Model D | 760612 |
| 83-14I-L | 83-14I-L Tripp - 2015 Model D | 760613 |
| 84-8S | 84-8S Pettibone (Pumpkin) | S/N 2652 |
| 84-13S-L | 84-13S-L - 2015 Pettibone 445 | SS10236-15 |
| 85-3T | 85-3T - Jackson Tamper 6700 | 142414 |
| 85-9T | 85-9T - 1988 Jackson Tamper - | 6700 |
| 85-10T-L | 85-10T-L - 2014 Harsco Tamper- | 7114114 |
| 85-11T-L | 85-11T-L - 2015 Harsco Tamper | 7114174 |
| 85-13T-L | 85-13T-L - 2015 Harsco Tamper | 7114095 |
| 85-14T-L | 85-14T-L - 2013 HST Nordco Tamper | 61904013 |
| 85-16T | 85-16T 2002 HTT Chase Tamper | 153193 |
| 87-3Z-L | 87-3Z-L - 2015 Cribber Adzer | 38-218-15 |
| 88-1TM | TRACKMOBILE | 31432470 |
| 88-4TM | TRACKMOBILE | |
| 89-TS | 89-TS - 1997 HTT-T50-27 TRACK | RM1090356 |
| 91-4X | LINK BELT | ECHJ8-3779 |
| 91-7X-L | 2005 John Deer Excavator 120C | FF120CX035557 |
| 93-1B | 580K CASE | JAB0004932 |
| 93-3B | JCB BACKHOE/WITH HIRAIL | SLP214TC8U09107 |

| <u>Asset #</u> | <u>Description</u> | <u>Serial No/VIN/Other</u> |
|--------------------------|---|---|
| 93-18 | 2018 CAT 430 Backhoe Loader | CAT0430FALYE00214 |
| 96-1P | RAIL PULLER | |
| 96-2P | RAIL PULLER | |
| 92-4P | RAIL BENDER | |
| | CATERPILLAR 420-07XE BACKHOE LOADER + ACCESSIONS | CAT00420KH9X00662 |
| | 2018 VERMEER D10X15S3 NAVIGATOR DRILL | 1VRA130V6H1000511 |
| HEAVY TRUCKS | | |
| 705 | MACK BOOM TRUCK | SERCA BOOM S/N 1M2AG10J96M030420 |
| 706 | MACK BOOM TRUCK/ WITH MAG | SERCS BOOM |
| 710 | Westernstar 4900SB Truck | 5KJRALD12GPHN1133 |
| 711 | PETERBILT 367 | WET LINE |
| 712 | Peterbilt Truck | WET LINE 1XP-FDBOX |
| 326 | ROTARY DUMP | 1FDZS96P2WVA24110 |
| 501 | DODGE 5500/SERVICE BODY/CRANE | FIELD MECHANIC UNIT 3J7WRNBL5 88988 |
| 502 | DODGE 5500/SERVICE BODY/CRANE | 3C7WRNBL3FG505882 |
| 930 | 2000 Freightliner FL 80 Hi Rail | 1FVXJJB7YHF87320 |
| FLOAT TRAILERS | | |
| 801 | LOAD KING | DROP DECK |
| 804 | LANDOLL 410B | TILT AND LOAD WITH RAIL KIT S/N 1ZH410VJ391817421 |
| 814 | MAGNUM BOOSTER AXLE | S/N 2P9BD16697A015478 |
| 822 | LOW BOY WITH RAIL KIT. | DROP DECK |
| | 2019 LANDOLL 455B-53 | 1LH455WJ7K1B26256 |
| ENCLOSED TRAILERS | | |
| 812 | CARGO MAX | |
| 813 | JDJ TRAILER | 2J9UTE625M1022234 |
| 816 | ENCLOSED TRAILER | |
| 818 | ENCLOSED TRAILER | 56JTE1423JA158486 |
| 820 | HITCHMAN TRAILER | 2G9E35KBXCH019425 |
| 821 | ENCLOSED TRAILER | 5NHULE625AN071193 |
| 823 | STEALTH ENCLOSED TRAILER | |
| 960 | MIRAGE TANDEM TRAILER | |
| TRUCKS/SUV | | |
| 156 | FORD F150 SUPERCREW XLT | 1FTFW1ET5EFB63393 |
| 157 | FORD F150 SUPERCREW XLT | 1FTFW1ET6EFA33414 |
| 158 | CHEV 1500 SUPERCREW 4x4 | |
| 159 | CHEV 1500 SUPERCREW 4x4 | 2GCUKPEC8EG242948 |
| 161 | FORD F150 SUPERCREW XLT | |
| 162 | CHEV 1500 SUPERCREW 4X4 | 3GCUKREC1EG128205 |
| 174 | Ford Edge SEL | 2FMPK4J95GBC47595 |
| 214 | CHEV 2500 SUPERCREW 4X4- | 1GC1KVC8EF18100 |

| <u>Asset #</u> | <u>Description</u> | <u>Serial No/VIN/Other</u> |
|-----------------------|---|----------------------------|
| 215 | CHEV 2500 SUPERCREW 4X4- | 1GC1KVCG0EF182324 |
| 320 | FORD F150 | 1FTFW1CT9CFC14328 |
| 322 | FORD COF/ Tank | |
| 323 | FORD F150 SUPER CAB | 1FTEW1CM9DFA25491 |
| 324 | FORD F150 SUPER CAB | 1FTFW1ET0DKD39014 |
| 325 | FORD F150 | 1FOXF46F92EB99793 |
| | 2015 FORD F-250/F-350 | 1FT8W3B63FEC58789 |
| 906 | FORD F250 | 1FT7W2B60CEB62793 |
| 905 | FORD F350 | 1FT8W3B69BEB27193 |
| 155 | FORD F150 SUPERCREW XLT | 1FTFWIEF6EF634463 |
| 175 | FORD F-150 | 1FTEW1EFXGFC86079 |
| 900 | FORD F350 XL SUPER DUTY 6IT DEISEL | |
| VANS | | |
| 126 | FORD ECO PASSENGER | |
| 128 | SAVANA 3500. RETIRED | |
| 129 | FORD TRANSAT | 1FBAX2CM3FKA25311 |
| 130 | FORD TRANSAT | 1FBAX2CM5FKA23706 |
| OTM TRACKER | | |
| 81-24-L | PETERBILT 5500 POWER UNIT | 1NPAXBEX85D833104 |
| 91-7X-L | JOHN DEERE W/GRAPPLE ATTACHMENTS FOR UNIT MAG | MAG FOR UNIT |
| 815-TR-L | MAJESTIC 3 AXLE TRAIL FOR OTM | |
| 816 | CARGO MATE ORBL82OTA2 | 5NHUBLV23FB453126 |
| BC-03 | FAE BRUSH CUTTER/MULCHER | 21-3614 |
| SANDER/SALTER | SANDER/SALTER FOR PICK UP BOX | Qty 2 |
| WC-01 | WATER CART | |
| WC-02 | WATER CART | |
| | UTILITY CART (SIGNALS) | |
| TR01 | CUSTOM TRAILER NOT PLATED | N/A |
| | WASTE OIL TANKS QUANTITY 2 | |
| | SHIPPING CONTAINER MISCELANEOUS TRACK TOOLS | |
| | BATEMAN RK MAGNET QTY 5 | |
| | QTY 6 PLOWS, GRAPPLER, BOBCAT FORKS, WING PLOW | |
| 80-14 | SIDEWINGS | |
| 80-13 | TRAIN SNOWPLOW | |
| | SNOWPLOWS, TRUCK TIRES, SPARE METAL RAIL LINES, BOBCAT FORKS, TRAIN SWEEPERS ATTACHMENTS, JAW MOUNT, TIE CLAMPS, BOBCAT PLOWS, TIE BUNDLES | |
| 81-17C | LIEBHERR-902 EXCAVATOR | |
| 30-21C | Q-C CARTS QTY 2 | |
| SHIPPING CONTAINER | HYDRAULIC CYLINDER, GAS FIRE SUPRESSION MACHINE, 2 TON MOTOR LIFT, FLUID PUMBERS QTY 2, GRINDING STONES 2 SKIDS, TIE PLUGS, BAND STRAPPING QTY 10, HYDRAULIC RAIL SPREADER | |

| <u>Asset #</u> | <u>Description</u> | <u>Serial No/VIN/Other</u> |
|-----------------------|---|----------------------------|
| SHED | YELLOW COMPRESSOR (BELONGS TO BUILDING), BLUE COMPRESSOR (ALLIED) | |
| SHIPPING CONTAINER | GENERATORS QTY 4, POWER PACKS QTY 2, WATER PUMPS QTY 2, BLOWER PACKS QTY 2, HIGH CAPACITY EXTENSION CHORD, GAS DRILL, BOZ CART OPENER QTY 2, HYDRAULIC DRILL QTY 3, RAIL PULLER | |
| SHIPPING CONTAINER | RAIL GRINDER, PART CLEANER | |
| SHIPPING CONTAINER | FUEL TANK, SANDER, TIE CARTS QTY 10 | |
| | SHUNT CAR | |
| | TAMPER | |
| | FORD L8000 CRANE TRUCK | |
| | SPIKE PULLER QTY 2 | |
| 7801 | TAMPER | |
| 64-4J | Plate Jack | |
| | BEAR SAW | |
| 3211-28 | KERSHAW 504-4001 | |
| | JACKSON TAMPER 3300 | |
| | JACKSON TAMPER 143966 | |
| | QTY 2, TOOL BOXES, OWNER DERREN | |
| | ENVIROMENTAL WASTE OILS | |
| | WORK BENCH, ALEMITE, OIL CONTAINER QTY 2 | |
| | MISC. OIL | |
| | HASSCO WHITE 1100 LTR USED OIL TANK | S/N102077 |
| | WORK BENCH, AIR HOSES | |
| | JET DRILL PRESS | |
| | METAL SAW CUTTER | |
| | SMOKE OUT PLYMORENT | |
| | WORK BENCH, WELDING RODS | |
| | METABO SANDING MACHINE | |
| | M7 DRILL | |
| | POWER FIST PRESS 50 TON | |
| | HYD-MECH S-20 BAND SAW 80 PANDROL POWER PACK | |
| | WORK BENCH, MISC. METAL PIPE SUPPLIES | |
| | THERMITE WELDING KITS | |
| | RACKING. METAL SUPPLIES | |
| | WORK TABLE | |
| | BUGGY, M4 BODY PARTS | |
| | MANUAL PORTABLE STRAPPING | |
| | SWITCH POINT GRINDER | |
| | MISC. ENGINES, LIFTING CHAINS, GEISMAN POWER PACK, PARTS FOR M7, ROCK DEFLECTORS | Lot |
| | DAKE POWER PRESS | |

| <u>Asset #</u> | <u>Description</u> | <u>Serial No/VIN/Other</u> |
|----------------|---|----------------------------|
| | ALTERNATOR STARTERS, SPROCKETS, FANS, HYDRAULIC CONTROL VALVES & RELAYS, PUMPS, EXHAUST PARTS, ASSORTED M4 PARTS, ASSORTED CX SPIKER PARTS, GASKETS, HOSES, TRIPPPARTS, REGULATOR PARTS | |
| | SHOP LUBRICANTS, CONSUMABLES, METRIC BOAT BINS, STANDARD BOAT BINS | |
| | BLUE CAGE, TOOLS, HOSES, POWER PACK, MISC. SHOP TOOLS | |
| | JACK STANDS QTY 4, GEAVY DUTY CHAINS FOR CRANE, MISC. SHOP TOOLS | |
| | HEAVY DUTY TRUCK MAINTENACE PARTS, ASSORTED FUEL FILTERS & AIR FILTERS, REFRIEND TRIPOD, BEAR SAW BLADES, FLORESCENT SPRAY PAINTY QTY. 25 CASES | |
| 81-7C | 902A LIEBHERR (SCRAP PARTS) | Equipment Defunct |
| 23-50HI | PANDROL MODEL 100K | 12840 |
| | BLACK TRAILER | SCRAP |
| | TRI-AXLE | |
| DW-1 | Cable Plow Ditch Witch Q125 | |

ASSETS THAT ARE LEASED UNITS

| <u>Asset #</u> | <u>Description</u> | <u>Serial No/VIN/Other</u> |
|----------------|----------------------------|----------------------------|
| LMS UNITS | | |
| | 2015 FORD F-350 CREWCAB XL | 1FT8W3B63FEC59792 |
| | 2015 FORD F-350 CREWCAB XL | 1FT8W3B62FEC67415 |
| | 2015 FORD F-350 CREWCAB XL | 1FT8W3B62FEC94386 |
| | 2016 FORD F-350 CREWCAB XL | 1FT7W2B63FEC19637 |
| | 2016 FORD F-350 CREWCAB XL | 1FT8W3B63GEC27653 |
| | 2016 FORD F-350 CREWCAB XL | 1FT8W3B65GEC27654 |
| | 2016 FORD F-350 CREWCAB XL | 1FT8W3B6XGEC36480 |
| | 2016 FORD F-350 CREWCAB XL | 1FT8W3B61GEC36481 |
| | 2016 FORD F-250 CREWCAB XL | 1FT7W2B69GED34602 |
| | 2016 FORD F-250 CREWCAB XL | 1FT7W2B6XGED43809 |
| | 2016 FORD F-250 CREWCAB XL | 1FT7W2B66GED43810 |
| | 2016 FORD F-250 CREWCAB XL | 1FT7W2B68GED43811 |
| | 2016 FORD F-250 CREWCAB XL | 1FT7W2B6XGED43812 |
| | 2016 FORD F-250 CREWCAB XL | 1FT7W2B61GED43813 |
| | 2017 FORD F-250 | 1FT7W2B66HED74816 |
| | 2017 FORD F-250 | 1FT7W2B67HED82052 |
| | 2017 FORD F-250 | 1FT7W2B67HED97814 |
| | 2017 FORD F-250 | 1FT7W2B67HEE11517 |
| | 2017 FORD F-250 | 1FT7W2B69HEE11518 |
| | 2017 FORD F-250 | 1FT7W2B69HED97815 |
| | 2017 FORD F-250 | 1FT7W2B61HED97811 |
| | 2017 FORD F-250 | 1FT7W2B60HED97816 |

| <u>Asset #</u> | <u>Description</u> | <u>Serial No/VIN/Other</u> |
|--------------------------|--|----------------------------|
| | 2017 FORD F-350 SUPERDUTY | 1FT8W3B64HEE11520 |
| | 2017 FORD F-350 SUPERDUTY | 1FT8W3B68HEE11519 |
| | 2017 FORD F-350 SUPERDUTY | 1FT8W3B62HEE39638 |
| | 2017 FORD F-350 SUPERDUTY | 1FT8W3B64HEE39639 |
| | 2019 FORD F-350 | 1FT8W3B68LED73329 |
| | 2019 FORD SRW CREWCAB | 1FT7W2B62KED88977 |
| | 2019 FORD F-250 | 1FT7W2B62KEE30371 |
| | 2019 FORD F-350 | 1FT8W3B68KEE30370 |
| | 2018 FORD F-350 CREWCAB | 1FT7W3BT5JEC00723 |
| | 2018 FORD F-250 | 1FT7X2B64JEB76822 |
| | 2014 FORD F-350 CREWCAB | 1FT8W3B67EEB71133 |
| | 2015 FORD F-350 CREWCAB | 1FT8W3B60FEC47955 |
| | 2019 FORD F-350 | 1FT8W3B62KEG81840 |
| | 2019 FORD F-350 | 1FT8W3B65KEG81847 |
| | 2019 FORD F-350 SRW | 1FT8W3B63KEG81846 |
| | 2018 FORD F-350 | 1FT8W3B61JEC30039 |
| | 2020 FORD F-250 SRW | 1FT7W2B60LEE14025 |
| | 2020 FORD F-250 SRW | 1FT7W2B64LEE14027 |
| | 2020 FORD F-350 SRW | 1FT8W3B69LED81634 |
| | 2019 FORD F-250 | 1FT7W2B6XKEG81882 |
| | 2022 FORD F-350 SUPERDUTY | 1FT8W3B61NED08891 |
| | 2022 FORD F-350 SUPERDUTY | 1FT8W3B63NED08892 |
| Danella Units | | |
| | F750 4X2, CREW-CAB, WELDING TRUCKING, W/HI-RAIL | 3FRXW7FGXDV786030 |
| | VHD64B200 6X4, REG-CAB, GRAPPLE TRUCK, W/HI-RAIL | 4V5KC9DG9EN155944 |
| | VHD64B200 6X4, REG-CAB, GRAPPLE TRUCK, W/HI-RAIL | 4V5KC9DG5GN952999 |
| Unregistered Setay Units | | |
| | 2016 CHEVROLET SILVERADO CREW CAB | 1GC1KUEG2GF106369 |
| | 2015 1500 SUPER CREW (ALLIED) / SILVERADO | 1GCVKSEC2FZ223269 |
| | 2015 CHEVROLET SILVERADO | 3GCUKSECXFG398736 |

SCHEDULE "B"

VIN REGISTERED SETAY ASSETS

| | Make and Model | VIN |
|----|------------------------------------|-------------------|
| 1 | 2019 Chevrolet Silverado | 1GCUYBEFXKZ284481 |
| 2 | 2019 Chevrolet Silverado | 1GCUYEED2KZ289741 |
| 3 | 2019 Chevrolet Blazer | 3GNKBJRS4KS633973 |
| 4 | 2019 Chevrolet Silverado 1500 | 1GCUYBEFXKZ259516 |
| 5 | 2015 Chevrolet Express Cutaway Van | 1GAWGPPF9F1144586 |
| 6 | 2015 Chevrolet Express Cutaway Van | 1GAWGPPF9F1146547 |
| 7 | 2019 Chevrolet Silverado | 1GCUYGED3KZ397829 |
| 8 | 2020 Chevrolet Silverado | 1GCUYEED8LZ111334 |
| 9 | 2020 Chevrolet Silverado | 1GCUYGELXLZ198673 |
| 10 | 2019 Chevrolet Equinox | 2GNAXVEX0K6280555 |
| 11 | 2021 Chevrolet Silverado | 1GCUYBEF9MZ109013 |
| 12 | 2017 Chevrolet Silverado 1500 | 3GCUKTEC1HG383566 |
| 13 | 2017 GMC Sierra | 3GTU2MEC0HG214273 |
| 14 | 2019 GMC Sierra | 1GTU9FEL1KZ225846 |

SHORT TERM LMS UNITS

| | Make and Model | VIN |
|---|---------------------------|-------------------|
| 1 | 2015 Ford F-350 Superduty | 1FT8W3B63FEC59789 |
| 2 | 2016 Ford F-350 | 1FT8W3B61GED34605 |

PRICEWATERHOUSECOOPERS INC.
(solely in its capacity as Court-appointed receiver and manager of
Bridging Finance Inc. and certain related entities and investment funds)

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

Applicant

Respondent

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding Commenced at Toronto

**AMENDED AND RESTATED ORDER
(Approving Auction Services Agreement,
and Ancillary Matters)**

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

Chris Burr, LSO #55172H
Tel: 416-863-3261
Email: chris.burr@blakes.com

Lawyers for the Receiver

PRICEWATERHOUSECOOPERS INC.
(solely in its capacity as Court-appointed receiver and manager of
Bridging Finance Inc. and certain related entities and investment funds)

Applicant

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

Respondent

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding Commenced at Toronto

**ORDER
(Amending Approval and Vesting Order)**

BLAKE CASSELS & GRAYDON LLP

Barristers and Solicitors

199 Bay Street

Suite 4000, Commerce Court West

Toronto, Ontario M5L 1A9

Chris Burr, LSO #55172H

Tel: 416-863-3261

Email: chris.burr@blakes.com

Lawyers for the Receiver

PRICEWATERHOUSECOOPERS INC.
(solely in its capacity as Court-appointed receiver and manager of
Bridging Finance Inc. and certain related entities and investment funds)

Applicant

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

Respondent

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

Proceeding Commenced at Toronto

**SECOND SUPPLEMENT TO THE
FIRST REPORT OF THE RECEIVER
dated November 16, 2022**

BLAKE, CASSELS & GRAYDON LLP

Barristers and Solicitors

199 Bay Street

Suite 4000, Commerce Court West

Toronto, Ontario M5L 1A9

Chris Burr, LSO #55172H

Tel: 416-863-3261

Email: chris.burr@blakes.com

Lawyers for the Receiver