

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

THE HONOURABLE MADAM) WEDNESDAY, THE 7th
)
JUSTICE DIETRICH) DAY OF APRIL, 2021
)



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

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

APPROVAL AND VESTING ORDER

THIS MOTION, made by Allied Track Services Inc. (the "**Applicant**" or the "**Vendor**") for an order pursuant to the *Bankruptcy and Insolvency Act* (Canada) R.S.C. 1985, c. C-36, as amended (the "**BIA**") approving the sale transaction (the "**Transaction**") contemplated by an amended and restated asset purchase agreement (the "**Sale Agreement**") between the Vendor and 2806401 Ontario Inc. (the "**Purchaser**") dated April 1, 2021, and vesting in the Purchaser, or as it may direct, all of the Vendor's right, title and interest in and to the Purchased Assets (as defined in the Sale Agreement), was heard this day via video conference as a result of the COVID-19 pandemic.

ON READING the Notice of Motion, the affidavit of Andrew Stuart Jones sworn March 8, 2021 and the Exhibits thereto (the "**Jones Affidavit**"), the Second Report of KSV Restructuring Inc. ("**KSV**") in its capacity as Proposal Trustee (the "**Proposal Trustee**") dated March 8, 2021 (the "**Second Report**"), and the First Supplement to the Second Report of the Proposal Trustee to be filed (the "**Supplemental Report**"), and on hearing the submissions of counsel to the Applicant,

the Proposal Trustee, the Purchaser, and such other counsel appearing on the counsel slip, no one appearing for any other party although duly served as appears from the affidavits of service of Joshua Foster sworn March 9, 2021 and April 1, 2021:

DEFINITIONS

1. **THIS COURT ORDERS** that all capitalized terms used in this Order and not otherwise defined herein shall have the meanings ascribed to them in the Sale Agreement, the Jones Affidavit or the Order of the Honourable Justice Hainey dated January 22, 2021 (the "**NOI Process Order**"), as applicable.

SERVICE

2. **THIS COURT ORDERS** that the time for service of the Notice of Motion, the Motion Record and the Second Report is hereby abridged and validated such that this Motion is properly returnable today and hereby dispenses with further service thereof.

DIP AMENDMENT

3. **THIS COURT ORDERS** that the execution by the Applicant of Amendment No. 1 to the DIP Loan Agreement dated April 1, 2021, a copy of which is attached to the Supplemental Report (the "**DIP Amendment**") is hereby authorized and approved, and the Applicant is hereby authorized and empowered to borrow up to an additional \$2,000,000 (\$5,000,000 in the aggregate) pursuant to the DIP Term Sheet as amended by the DIP Amendment.

4. **THIS COURT ORDERS** that:

- (a) paragraphs 9 and 14 of the NOI Process Order shall apply to the DIP Term Sheet as amended by the DIP Amendment;
 - (b) the DIP Lender's Charge shall secure all amounts owing by the Applicant to the DIP Lender under the DIP Term Sheet and Definitive Documents as amended by the DIP Amendment;
- and

(c) for greater certainty, paragraphs 9, 12 and 19 of the NOI Process Order are hereby amended to replace the references to "\$3,000,000" with "\$5,000,000".

THE SALE TRANSACTION

5. **THIS COURT ORDERS AND DECLARES** that the Transaction and the Sale Agreement including, without limitation, the Debt Settlement Transactions, are hereby approved, and the execution of the Sale Agreement by the Vendor is hereby authorized, with such minor amendments as the Vendor and the Purchaser, with the approval of the Proposal Trustee, may deem necessary. The Vendor and the Proposal Trustee are hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Purchased Assets to the Purchaser.

6. **THIS COURT ORDERS** that the Vendor is hereby authorized and directed to implement the Debt Settlement Transactions, including the assignment of the Issued Shares and the Purchaser Note to Bridging Finance Inc., as agent (or to the lenders under the Bridging Debt) following Closing.

7. **THIS COURT ORDERS** that the Proposal Trustee, or KSV in its capacity as Trustee in Bankruptcy (as defined below), is hereby authorized and empowered to act as escrow agent for the purpose of receiving, holding and distributing the Escrowed Amount (in such capacity, the "**Escrow Agent**"). The Escrowed Amount shall be held by the Escrow Agent in a non-segregated, non-interest bearing account and shall only be distributed by the Escrow Agent pursuant to a further Order of this Court, or with the written consent of 2700902 Ontario Inc. and Allied Track Equipment Company LLC.

8. **THIS COURT ORDERS** that the Proposal Trustee is authorized to hold the Wind Down Amount on behalf of the Vendor and is authorized and directed to pay, in the name of and on behalf of the Vendor, the costs to wind down and complete the Proposal Proceedings after the Closing Date, including, without limitation, any Bankruptcy Costs.

9. **THIS COURT ORDERS AND DECLARES** that upon the delivery of a Proposal Trustee's certificate to the Purchaser substantially in the form attached as Schedule "A" hereto (the "**Proposal Trustee's Certificate**"), all of the Vendor's right, title and interest in and to the

Purchased Assets described in the Sale Agreement shall vest absolutely in the Purchaser, 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, cautions, 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) any encumbrances or charges created by the NOI Process Order; 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 which are collectively referred to as the "**Encumbrances**", which term shall not include the Permitted Encumbrances) and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

10. **THIS COURT ORDERS** that for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, and that from and after the delivery of the Proposal Trustee's Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased 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.

11. **THIS COURT ORDERS AND DIRECTS** the Proposal Trustee to file with the Court a copy of the Proposal Trustee's Certificate, forthwith after delivery thereof.

12. **THIS COURT ORDERS** that the Proposal Trustee may rely on written notice from the Vendor and the Purchaser regarding fulfillment of the conditions to closing under the Sale Agreement and shall incur no liability with respect to the delivery of the Proposal Trustee's Certificate.

13. **THIS COURT ORDERS** that upon delivery of the Proposal Trustee's Certificate to the Purchaser, the name of the Vendor shall be immediately changed to 1958635 Ontario Inc.

14. **THIS COURT ORDERS** that immediately following the delivery of the Proposal Trustee's Certificate to the Purchaser, the style of cause in this proceeding shall be changed to the following without the need for any further action by any Person:

"IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF 1958635 ONTARIO INC., A CORPORATION INCORPORATED UNDER THE LAWS OF ONTARIO"

15. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Vendor and the Proposal Trustee are authorized and permitted to disclose and transfer to the Purchaser all human resources and payroll information in the Vendor's records pertaining to the Vendor's past and current employees. The Purchaser shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by the Vendor.

16. **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 BIA in respect of the Vendor and any bankruptcy order issued pursuant to any such applications or otherwise; and
- (c) any assignment in bankruptcy made in respect of the Vendor;

the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Vendor and shall not be void or voidable by creditors of the Vendor, nor shall it constitute nor 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.

17. **THIS COURT ORDERS** that for a period of not less than two (2) years from the Closing Date, the Purchaser shall provide the Proposal Trustee and any trustee in bankruptcy of the Vendor

with access to the books and records of the Vendor in the possession of the Purchaser during normal business hours upon request, and shall not thereafter alter or destroy such books and records without providing the Proposal Trustee or and any trustee in bankruptcy of the Vendor with 30 days prior written notice.

ASSIGNMENT OF CONTRACTS

18. **THIS COURT ORDERS** that upon the delivery of the Proposal Trustee's Certificate: (i) all of the obligations of the Vendor under the contracts listed in Schedule "B" hereto, including any and all valid extensions, alterations and amendments thereto (collectively, the "**Assigned Contracts**") shall be assigned and transferred to the Purchaser pursuant to section 84.1 of the BIA; and (ii) the Vendor's right, title and interest in the Assigned Contracts shall vest absolutely in the Purchaser free and clear of all Encumbrances.

19. **THIS COURT ORDERS** that the assignment to the Purchaser of the rights and obligations of the Vendor under the Assigned Contracts pursuant to the BIA and this Order is valid and binding upon all of the counterparties to the Assigned Contracts notwithstanding any restriction or prohibition in any such Assigned Contracts relating to the assignment thereof, including any provision requiring the consent of any party to the assignment.

20. **THIS COURT ORDERS** that each counterparty to the Assigned Contracts is prohibited from exercising any right or remedy under the Assigned Contracts by reason of any defaults thereunder arising from the assignment of the Assigned Contracts, the insolvency of the Vendor, the commencement of these proceedings under the BIA or any failure of the Vendor to perform a non-monetary obligation under the Assigned Contracts.

21. **THIS COURT ORDERS** that the Purchaser shall pay any Cure Payments with respect to each applicable Assigned Contract by no later than the day that is ten (10) Business Days from the date that the Purchaser receives wire remittance instructions or other payment instructions from such counterparty.

EXPANDED POWERS OF THE PROPOSAL TRUSTEE

22. **THIS COURT ORDERS** that, in addition to all of the powers of the Proposal Trustee under the BIA and pursuant to the NOI Process Order, the Proposal Trustee is hereby expressly empowered and authorized to do the following:

- (a) to file an assignment in bankruptcy on behalf of 1958635 Ontario Inc. (f/k/a Allied Track Services Inc.) pursuant to the BIA; and
- (b) to act as the trustee in bankruptcy in relation to the bankruptcy of 1958635 Ontario Inc. (KSV, in such capacity, the "**Trustee in Bankruptcy**").

23. **THIS COURT ORDERS** that the Proposal Trustee may, from time to time, apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

24. **THIS COURT ORDERS** that in addition to the rights and protections afforded to the Proposal Trustee or the Trustee in Bankruptcy under the BIA, or as an officer of this Court, KSV, whether in its capacity as the Proposal Trustee, the Trustee in Bankruptcy, the Escrow Agent or in its personal capacity shall incur no liability or obligation as a result of carrying out the provisions of this Order, except for any liability arising from its gross negligence or wilful misconduct. Nothing in this Order shall derogate from the protections afforded to the Proposal Trustee or the Trustee in Bankruptcy by the BIA, any other applicable legislation or any other Order granted in the Proposal Proceedings.

GENERAL

25. **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 Vendor and the Proposal Trustee and their 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 Vendor and the Proposal Trustee, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Vendor and the Proposal Trustee and their agents in carrying out the terms of this Order.

26. **THIS COURT ORDERS** that, notwithstanding Rule 59.05, this order is effective from the date it is made, and it is enforceable without any need for entry and filing. In accordance with Rules 77.07(6) and 1.04, no formal order need to be entered and filed unless an appeal or motion for leave to appeal is brought to an appellate court. Any party may nonetheless submit a formal order for original, signing, entry and filing, as the case may be.

Dietrich J

Schedule "A" – Form of Proposal Trustee's Certificate

Estate / Court File No.: 32-2705503

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

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

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

PROPOSAL TRUSTEE'S CERTIFICATE

RECITALS

- A. Allied Track Services Inc. (the "**Allied Track**") filed a notice of intention to make a proposal (the "**NOI**") on January 21, 2021, pursuant to section 50.4 of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**Proposal Proceedings**");
- B. KSV Restructuring Inc. was appointed as proposal trustee under the NOI (in such capacity, the "**Proposal Trustee**") in the Proposal Proceedings;
- C. Pursuant to an Order of the Court dated April 7, 2021 (the "**Approval and Vesting Order**"), the Court approved the amended and restated asset purchase agreement made as of April 1, 2021 (the "**Sale Agreement**") between the Vendor and 2806401 Ontario Inc. (the "**Purchaser**") and provided for the vesting in the Purchaser of the Vendor's right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Proposal Trustee to the Purchaser of a certificate confirming: (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in Article 10 of the Sale Agreement have been satisfied or waived by the Vendor and Purchaser (as applicable); and (iii) the Transaction has been completed to the satisfaction of the Proposal Trustee.

D. Pursuant to the Approval and Vesting Order, the Proposal Trustee may rely on written notice from the Vendor and the Purchaser regarding fulfillment of conditions to closing under the Sale Agreement.

E. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Sale Agreement.

THE PROPOSAL TRUSTEE CERTIFIES the following:

1. The Vendor and the Purchaser have each delivered written notice to the Proposal Trustee that all applicable conditions under the Sale Agreement have been satisfied and/or waived, as applicable;
2. The Proposal Trustee has received the Wind Down Amount and the Escrowed Amount;
and
3. The Transaction has been completed to the satisfaction of the Proposal Trustee.
4. This Certificate was delivered by the Proposal Trustee at _____ [TIME] on _____ [DATE].

**KSV Restructuring Inc., solely in its capacity
as Proposal Trustee of Allied Track Services
Inc., and not in its personal capacity**

Per: _____

Name:

Title:

Schedule "B" – Assigned Contracts

<u>Contract Description</u>	<u>Counterparty</u>
<p>Master Service Agreement entered into among Canadian National Railway Company and Allied Track Services Inc. (DocuSign Envelope ID: 3C1BF82B-65C4-4EF1-975C-E91338AA7D54)</p>	<p>CANADIAN NATIONAL RAILWAY COMPANY 12th Floor, Station 20A 935 de la Gauchetière Street West, Montréal, QB H3B 2M9</p> <p>Attention: Manmit Aujla</p>
<p>Statement of Work for a Fixed Pricing Scope entered into among Canadian National Railway Company and Allied Track Services Inc. (re: to replace and upgrade existing Signals and Communications infrastructure between Mile 143.5 to Mile 151.80 on the New Westminster Subdivision, DocuSign Envelope ID: 08A08A22-9713-43A4-AD7B-CE7A86D53F59)</p>	<p>CANADIAN NATIONAL RAILWAY COMPANY 12th Floor, Station 20A 935 de la Gauchetière Street West, Montréal, QB H3B 2M9</p> <p>Attention: Manmit Aujla</p>
<p>Supplemental Conditions for S&C General Services - Fixed Price Scope entered into among Canadian National Railway Company and Allied Track Services Inc. (DocuSign Envelope ID: 03F43428-0BCE-40B1-A0C0-6C08694744CA)</p>	<p>CANADIAN NATIONAL RAILWAY COMPANY 12th Floor, Station 20A 935 de la Gauchetière Street West, Montréal, QB H3B 2M9</p> <p>Attention: Manmit Aujla</p>
<p>Supplemental Conditions for S&C General Services - Time and Material Scope entered into among Canadian National Railway Company and Allied Track Services Inc. (DocuSign Envelope ID: F3D91AC8-ACAB-4C4D-9EC0-CDE40D2DE5A0)</p>	<p>CANADIAN NATIONAL RAILWAY COMPANY 12th Floor, Station 20A 935 de la Gauchetière Street West, Montréal, QB H3B 2M9</p> <p>Attention: Manmit Aujla</p>
<p>Amendment Agreement Number 4 for Contract 5600019497 dated Jan 1, 2021 between Canadian Pacific Railway Company and Allied Track Services - Signals TR&E</p>	<p>CANADIAN PACIFIC RAILWAY 7550 Ogden Dale Rd SE Calgary, AB T2C 4X9</p> <p>Attention: Kim Primrose</p>

<u>Contract Description</u>	<u>Counterparty</u>
Amendment Agreement Number 4 (Signals Construction Support) for Contract 5600019619 dated Jan 1, 2021 between Canadian Pacific Railway Company and Allied Track Services	CANADIAN PACIFIC RAILWAY 7550 Ogden Dale Rd SE Calgary, AB T2C 4X9 Attention: Kim Primrose
Amendment Agreement Number 4 (Signals Maintainer Support) for Contract 5600019619 dated Jan 1, 2021 between Canadian Pacific Railway Company and Allied Track Services	CANADIAN PACIFIC RAILWAY 7550 Ogden Dale Rd SE Calgary, AB T2C 4X9 Attention: Kim Primrose
Purchase Order dated Feb 13, 2020 between Canadian Pacific Railway and Allied Track Services - 2020 TR&E Support New	CANADIAN PACIFIC RAILWAY 7550 Ogden Dale Rd SE Calgary, AB T2C 4X9 Attention: Kim Primrose
Services Agreement (Flagging Mac Tunnel) between Canadian Pacific Rail and Allied Track Services Inc.	CANADIAN PACIFIC RAILWAY 7550 Ogden Dale Rd SE Calgary, AB T2C 4X9 Attention: Kim Primrose
Contract ID #700004625 (Thermite welding support Cochrane) between Canadian Pacific Rail and Allied Track Services Inc.	CANADIAN PACIFIC RAILWAY 7550 Ogden Dale Rd SE Calgary, AB T2C 4X9 Attention: Kim Primrose
Contract ID #700004797 (2021 TR&E Support West) between Canadian Pacific Rail and Allied Track Services Inc.	CANADIAN PACIFIC RAILWAY 7550 Ogden Dale Rd SE Calgary, AB T2C 4X9 Attention: Kim Primrose
Contract ID #700004924 (Rail Train Support - Cascade Sub) between Canadian Pacific Rail and Allied Track Services Inc.	CANADIAN PACIFIC RAILWAY 7550 Ogden Dale Rd SE Calgary, AB T2C 4X9

<u>Contract Description</u>	<u>Counterparty</u>
	Attention: Kim Primrose
Contract ID #700005030 (Crossing Warning System Testing) between Canadian Pacific Rail and Allied Track Services Inc.	CANADIAN PACIFIC RAILWAY 7550 Ogden Dale Rd SE Calgary, AB T2C 4X9 Attention: Kim Primrose
Contract ID #700005345 (CTC & Crossing hardware installation) between Canadian Pacific Rail and Allied Track Services Inc.	CANADIAN PACIFIC RAILWAY 7550 Ogden Dale Rd SE Calgary, AB T2C 4X9 Attention: Kim Primrose
Contract ID #700006329 (Broken Rail Detection - Wetaskiwin/Hardisty) between Canadian Pacific Rail and Allied Track Services Inc.	CANADIAN PACIFIC RAILWAY 7550 Ogden Dale Rd SE Calgary, AB T2C 4X9 Attention: Kim Primrose
Contract ID #700006847 (TR&E Support Central) between Canadian Pacific Rail and Allied Track Services Inc.	CANADIAN PACIFIC RAILWAY 7550 Ogden Dale Rd SE Calgary, AB T2C 4X9 Attention: Kim Primrose
Contract ID #700007197 (TR&E Support Ontario) between Canadian Pacific Rail and Allied Track Services Inc.	CANADIAN PACIFIC RAILWAY 7550 Ogden Dale Rd SE Calgary, AB T2C 4X9 Attention: Kim Primrose
Contract ID #700007216 (Broken Rail Detection - Prairie North Line Weta) between Canadian Pacific Rail and Allied Track Services Inc.	CANADIAN PACIFIC RAILWAY 7550 Ogden Dale Rd SE Calgary, AB T2C 4X9

<u>Contract Description</u>	<u>Counterparty</u>
	Attention: Kim Primrose
Construction Services Agreement dated March 2, 2020 between Vale Canada Limited and Allied Track Services	<p>VALE CANADA LIMITED 18 Rink St Copper Cliff, ON P0M 1N0</p> <p>Attention: Daniel da Matta</p>
Lease Agreement dated February 24, 2015 between Auto Gene Industries North Bay Inc. (as landlord) and Allied Track Services Inc. (as tenant) re: 1891 Seymour Street (North Section), North Bay, ON	<p>AUTO GENE INDUSTRIES NORTH BAY INC. c/o Lucienti, Orlando & Ellis LLP 373 Main Street West North Bay, ON</p> <p>Attention: Sandro Orlando (orlando@loelaw.ca)</p>
Lease Agreement dated December 1, 2020 between McNeil Family Holdings Inc. (as landlord) and Allied Track Services Inc. (as tenant) re: 169 South Service Road West, Grimsby, ON	<p>MCNEIL FAMILY HOLDINGS INC.</p> <p>Attention: Robert McNeil (1bobmcneil@gmail.com)</p>
Lease Agreement between Cal. A. Farmer Holdings Ltd. (as landlord) and Allied Track Services Inc. (as tenant) re: 760 Highway 17 East, North Bay, ON (storage area)	<p>CAL. A. FARMER P.O. Box 1251, 760 Highway 17 East North Bay, ON P1B 8K5</p> <p>Fax: 705-472-3697</p>
Lease Agreement re: #3-7450 Dallas Drive, Kamloops British Columbia (Office)	<p>J&N GUINN HOLDINGS LTD. 7450 Dallas Drive Kamloops, British Columbia, V2C 6X2</p> <p>Attention: Jim Guinn (jimguinn@gmail.com)</p>
Lease Agreement re: 8170 Dallas Drive, Kamloops British Columbia (Storage Yard)	<p>WINMOR PROPERTIES LTD. 103B-1428 Lorne Street Kamloops, British Columbia, V2C 1X4</p> <p>Attention: Derek Moroz (derek@minmore.ca)</p>

<u>Contract Description</u>	<u>Counterparty</u>
Lease Agreement re: 2-22 Don Valley Parkway, Springfield, Manitoba	<p>MJ ROOFING LTD</p> <p>Attention: (marc@mjroofing.net)</p>
General Service Agreement (monthly inspections) dated March 2020 between Stanpac Inc. and Allied Track Services Inc.	<p>STANPAC INC. 2660 Industrial Park Rd Smithville, ON L0R 2A0</p> <p>Attention: Spencer Brown</p>
General Service Agreement (monthly inspections) dated July 20, 2020 between Sanimax and Allied Track Services Inc.	<p>SANIMAX 800 Parkdale Ave N Hamilton, ON L8H 7T6</p> <p>Attention: Mark Lynch</p>
General Service Agreement (monthly inspections) dated July 22, 2020 between SLM Recycling and Allied Track Services Inc.	<p>SLM RECYCLING 555 Brown Rd, Welland, ON L3B 5N4</p> <p>Attention: Kyle Duncan</p>
General Service Agreement (monthly inspections) dated September 2020 between CRC Can Roof Corporation Inc. and Allied Track Services Inc.	<p>CANROOF CORPORATION INC. 560 Commissioners St Toronto, ON M4M 1A7</p> <p>Attention: John Cordeiro</p>
General Service Agreement (monthly inspections) dated October 13, 2020 between Atlas Roofing Toronto and Allied Track Services Inc.	<p>ATLAS ROOFING CORP 55 Akron Rd, Etobicoke, ON M8W 1T3</p> <p>Attention: Peter Hardat</p>
Service Agreement (monthly inspections) between Verbio Diesel and Allied Track Services Inc.	<p>VERBIO DIESEL CANADA 1 St Clair Dr Welland, ON L3B 6A7</p>

<u>Contract Description</u>	<u>Counterparty</u>
	Attention: Yvan Parent
CGC Blanket Agreement # B665072 dated August 4, 2020 between CGC Inc. and Allied Track Services Inc.	CGC INC. 55 3rd Line Hagersville, ON N0A 1H0 Attention: Tracey Bartlett
General Maintenance Agreement between Vale Canada Ltd. and Allied Track Services Inc.	VALE CANADA LIMITED 187 Davis St Port Colborne, ON L3K 5W2 Attention: Jim McCollum
General Maintenance and Switching Agreement dated September 26, 2018 between 2427811 Ontario Inc. (o/a Ingenia Polymers) and Allied Track Services Inc.	INGENIA POLYMERS 565 Greenwich St Brantford, ON N3T 5M8 Attention: Anwar Hussain
Equipment Rental Agreement dated June 12, 2019 (Unit# N4200D, N4212D) between Danella Rental Systems Inc. and Allied Track Services Inc.	DANELLA RENTAL SYSTEMS, INC. 14101 East Moncrieff Place Aurora, Colorado, USA 80011 Attention: Matt Wyche (mwyche@danella.com)
Contract #C9697 - Rental Agreement dated April 24, 2017	CALMONT LEASING LTD. 2091 Logan Avenue Winnipeg, MB R2R 0J1 Attention: Jennifer Tonne (jennifer.tonne@calmont.ca)

<u>Contract Description</u>	<u>Counterparty</u>
Contract #C13083 - Rental Agreement dated March 23, 2018	CALMONT LEASING LTD. 2091 Logan Avenue Winnipeg, MB R2R 0J1 Attention: Jennifer Tonne (jennifer.tonne@calmont.ca)
Contract #800-503308-001 - Master Lease Agreement dated March 17, 2016 between LBC Capital (as successor to CIT Financial Ltd.) and Allied Track Services Inc.	LBC Capital 5035 South Service Road P.O. Box 5060 Burlington, ON L7R 4C8 Attention: Roberta Adams (insurance.tracking@lbccapital.ca)
Vehicle Financing dated September 30, 2016, Reg #5322490	FORD CREDIT CANADA LIMITED P.O. Box 2400 Edmonton, AB T5J 5C7 c/o GRIMSBY FORD 455 South Service Road Grimsby, ON L3M 4E8 Fax: 289-309-1544
Equipment Lease Agreement #445808 dated August 21, 2018 between Meridian OneCap Credit Corp. and Allied Track Services Inc.	MERIDIAN ONECAP CREDIT CORP. 800-40 Sheppard Avenue West Toronto, ON M2N 6K9 Attention: John Little (john.little@mlcap.ca)

<u>Contract Description</u>	<u>Counterparty</u>
<ul style="list-style-type: none"> • Equipment Invoice #310000398 dated August 12, 2020 • Equipment Invoice #310000399 dated August 12, 2020 • Equipment Invoice #310000400 dated October 28, 2020 	<p>FALCON EQUIPMENT LTD. 18412 96 Avenue Surrey, British Columbia V4N 3P8</p> <p>Attention: Eric Poersch (epoersch@falconequip.com)</p>
<ul style="list-style-type: none"> • Equipment Invoice #310000398 dated August 12, 2020 • Equipment Invoice #310000399 dated August 12, 2020 • Equipment Invoice #310000400 dated October 28, 2020 	<p>VAL105 / VALIANT FINANCIAL SERVICES 210th Street, Suite 426 Langley, British Columbia V1M 2Y2</p> <p>Attention: Andrew Mallory (amallory@valiantfinancial.ca)</p>
<p>Equipment Lease to Own Agreement (VIN 3GTU2PEJXJG336547) dated August 28, 2018</p>	<p>WHEATON CHEVROLET BUICK CADILLAC GMC LTD. 2867 Douglas Street Victoria, British Columbia V8T 4M7</p> <p>Attention: Mark Cofell (wheaton.markc@gmail.com)</p>
<p>Platinum Autocare Agreement #7580581 dated August 28, 2018</p>	<p>PLATINUM AUTOCARE 320 Sioux Road Sherwood Park, AB T8A 3X6</p> <p>Attention: Mark Cofell (wheaton.markc@gmail.com)</p>

<u>Contract Description</u>	<u>Counterparty</u>
<p>All equipment and vehicle lease agreements and related ancillary agreements, undertakings and insurance policies between Queenston Chevrolet Buick GMC and Allied Track Services Inc. including without limitation:</p> <ul style="list-style-type: none">• #114295 dated February 19, 2020• #115610 dated June 16, 2020• #114533 dated March 12, 2020• #110147 dated April 29, 2019• #110146 dated April 29, 2019• #110917 dated June 7, 2019• #111159 dated June 21, 2019• #111576 dated July 17, 2019• #111576 dated July 17, 2019• #111966 dated August 14, 2019• #114222 dated February 21, 2020• #114295 dated February 21, 2020• #114529 dated March 11, 2020• #117395 dated October 28, 2020• #112456 dated September 9, 2019• #113562 dated December 12, 2019• #111965 dated August 14, 2019• #98385 dated April 26, 2017• #99610 May 30, 2017• #108923 dated February 5, 2019	<p>QUEENSTON CHEVROLET BUICK GMC, A DIVISION OF SETAY MOTORS INC. 2260 Rymal Road East Heritage Group RPO, P.O. Box 99051 Hamilton, ON L8J 2P7</p> <p>Fax: 905-692-2597</p>

<u>Contract Description</u>	<u>Counterparty</u>
Agreement to provide technology consulting and relate services dated April 27, 2017 between Professional Computer Management Inc. and Allied Track Services Inc.	PROFESSIONAL COMPUTER MANAGEMENT INC. 1040 South Service Road, Suite 105 Stoney Creek, ON L8E 6G3 Attention: Ed VanderLaan (evanderlaan@pcm.ca)
Agreement for Sentinel Network Support Program, Platinum Plan dated May 1, 2017 between Professional Computer Management Inc. and Allied Track Services Inc.	PROFESSIONAL COMPUTER MANAGEMENT INC. 1040 South Service Road, Suite 105 Stoney Creek, ON L8E 6G3 Attention: Ed VanderLaan (evanderlaan@pcm.ca)
Software and Services Proposal dated January 26, 2016 between Maestro Technologies Inc. and Allied Track Services Inc.	MAESTRO TECHNOLOGIES INC. 9040 Leslie St, Suite 224 Richmond Hill, ON L4B 3M4 Attention: Vicki Grondin (vgrondin@maestro.ca)
Purchase Order bearing Tracking No: JP-9222020-719 REV1 dated September 22, 2020 and accepted October 14, 2020 between Allied Track Services Inc. and Pieridae Alberta Production Ltd.	PIERIDAE ALBERTA PRODUCTION LTD. 3100, 308-4 Avenue SW Calgary, AB T2P 0H7 Attention: Derrick Frechette (derrick.frechette@pieridaeenergy.com)

**IN THE MATTER OF THE BANKRUPTCY AND INSOLVENCY ACT, R.S.C. 1985, c. B-3, AS AMENDED
IN THE MATTER OF THE NOTICES OF INTENTION TO MAKE A PROPOSAL OF ALLIED TRACK SERVICES INC.,
A CORPORATION INCORPORATED UNDER THE LAWS OF ONTARIO**

Estate/Court File No.: 32-2705503

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

Proceedings commenced in Toronto

APPROVAL AND VESTING ORDER

BENNETT JONES LLP

One First Canadian Place
Suite 3400, P.O. Box 130
Toronto, Ontario
M5X 1A4

Sean Zweig (LSO# 57307I)

Jesse Mighton (LSO# 62291J)

Joshua Foster (LSO# 79447K)

Tel: 416-863-1200

Fax: 416-863-1716

Lawyers for the Applicant