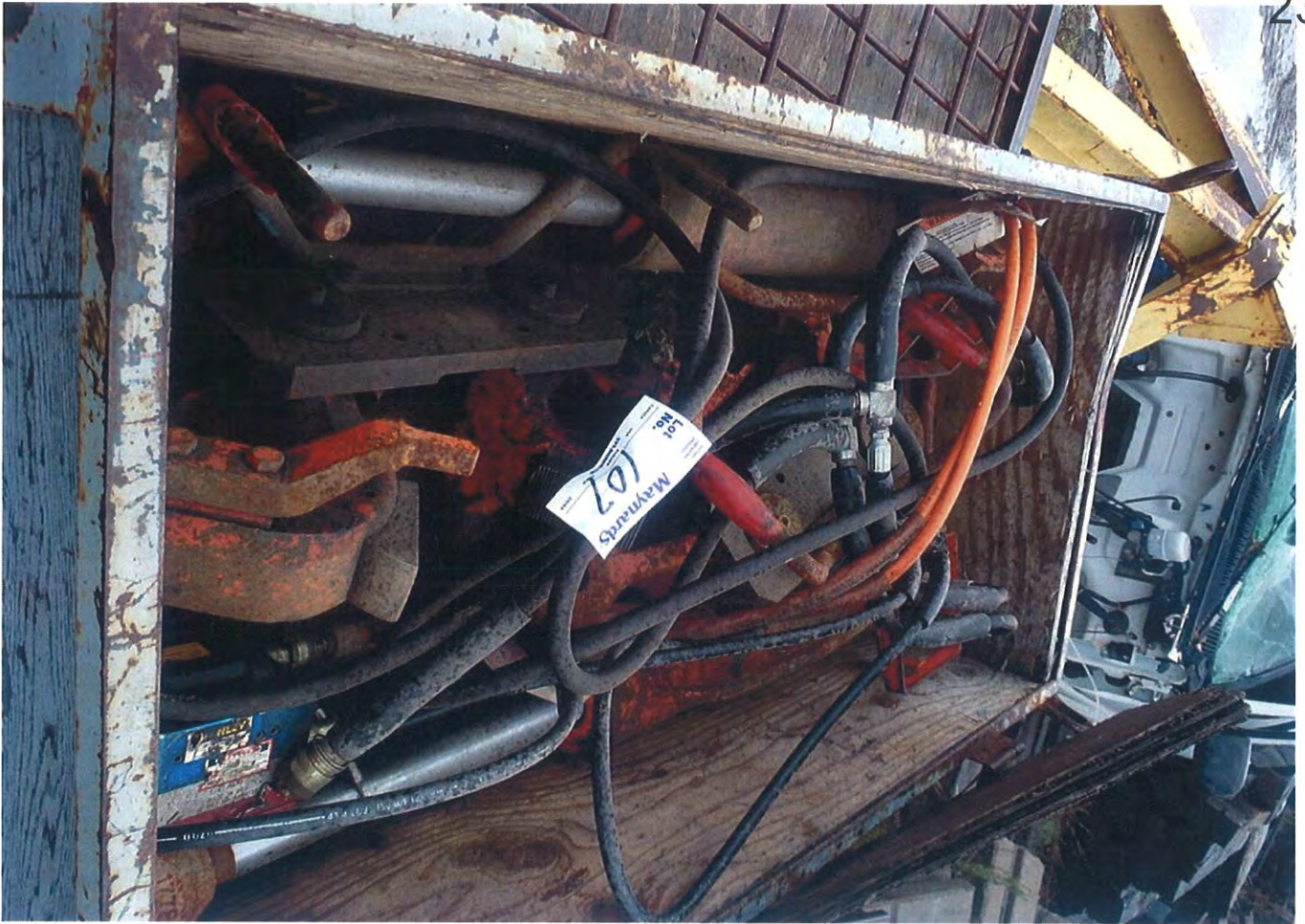










































253

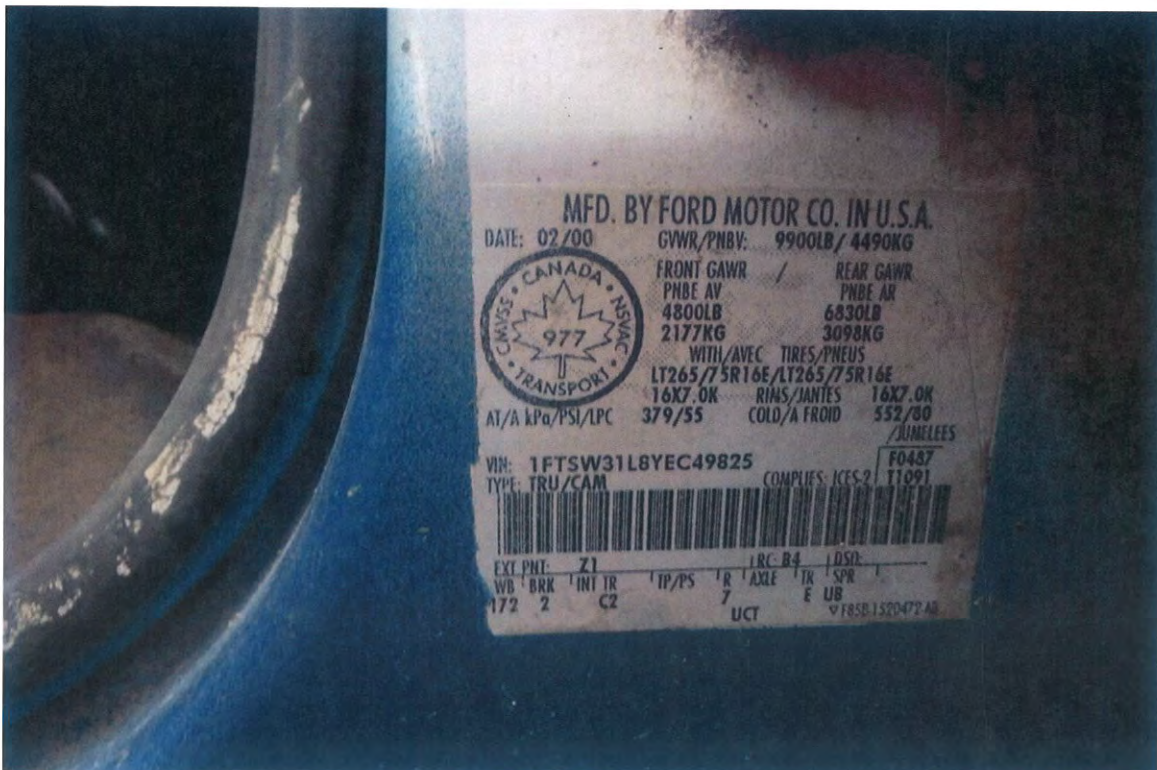




































**tab S**

This is Exhibit "S" referred to in the Affidavit of Michael B. McIntosh sworn April 1, 2015



---

*Commissioner for Taking Affidavits (or as may be)*

**Kathleen Zoe Parker, a Commissioner of the  
Province of Ontario, for Fogler, ... P.,  
Barristers and Solicitors.  
Expires April 23, 2017.**

# BidSpotter.com

Live Webcast Auction

Dec 04, 2014 10am EST

Maynards Industries-Toronto

D & S Railway Construction

Complete Assets of a Major Railway Service Company

Sale Details / Important Information



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Phone: (416) 242-3560

Email: MMinema@maynards.com

Currency: USD

Buyer's Premium: 18.00%

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[Frequently Asked Questions](#)

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This auctioneer has chosen to not publish their results. Please contact them directly for any inquiries.



Maynards Industries-Toronto

Lot 1: 2007 Ford E350 Cargo Van

2007 Ford E350 Cargo Van - 236,000 km S/N 1FTSE34LX7DA45305

[Auction closed](#)

[Watch list](#)



Maynards Industries-Toronto

Lot 2: 2003 GMC 2500HD 4x4 Pickup Truck

2003 GMC 2500HD 4x4 Pickup Truck w/ Cap, Compressor - 398,000 km S/N

1GTHC24U03E348679

Auction closed

Watch list



Maynards Industries-Toronto

Lot 3: 2007 GMC 2500HD 4x4 Pickup Truck

2007 GMC 2500HD 4x4 Pickup Truck w/ Fisher 7.5' plow - 336,000 km S/N

1GTHK24U97E122813

Auction closed

Watch list



Maynards Industries-Toronto

Lot 4: 2007 GMC 2500HD 4x4 Pickup Truck

2007 GMC 2500HD 4x4 Pickup Truck w/ Boss 8.5' V-plow, Alum Checker Plate Workbox/Fuel Tank - 313,000 km S/N 1GTHK24U07E176579

Auction closed

Watch list



Maynards Industries-Toronto

Lot 5: 1997 Chevrolet 2500 4x4 Pickup Truck

1997 Chevrolet 2500 4x4 Pickup Truck w/ Arctic 7.5' Plow - 404,000 km S/N

1GCGK24R3VE133973

Auction closed

Watch list



Maynards Industries-Toronto

Lot 6: 2007 GMC 2500HD SLT 4x4 Crew Cab Pickup Truck

2007 GMC 2500HD SLT 4x4 Crew Cab Pickup Truck w/ Duramax Diesel, Allison

Transmission, Black Leather, Workbox/Fuel Tank - 302,000 km S/N 1GTHK29D97E111853

Auction closed

Watch list



Maynards Industries-Toronto

Lot 7: 2001 GMC 2500HD 4x4 Crew Cab Pickup Truck

2001 GMC 2500HD 4x4 Crew Cab Pickup Truck w/ Duramax Diesel, Allison Transmission,  
Tan Leather, Workbox/Fuel Tank \*\*Front End Damage\*\* - 367,000 km S/N

1GTHK291X1E207939

Auction closed

Watch list



Maynards Industries-Toronto

Lot 8: 2003 Dodge Ram 4x4 Quad Cab Pickup Truck

2003 Dodge Ram 4x4 Quad Cab Pickup Truck w/ Cummins Turbo Diesel, Black Leather, Workbox/Fuel Tank - 584,000 km S/N 1D7KU28653J548761

Auction closed

Watch list



Maynards Industries-Toronto

Lot 9: 1994 Dodge Ram 4x4 Pickup Truck

1994 Dodge Ram 4x4 Pickup Truck W/ Flat Deck - 677,000 km S/N 1B7KF26C9R5590169

Auction closed

Watch list



Maynards Industries-Toronto

Lot 10: 2000 Ford F350 XL SuperDuty 4x4 Quad Cab Service Truck

2000 Ford F350 XL SuperDuty 4x4 Quad Cab Service Truck w/ Setup for Rail Mount (not included), Workbox/Fuel Tank - 442,000 km S/N 1FTSW31LXYEC49650

Auction closed

Watch list



Maynards Industries-Toronto

Lot 11: Salt Dawg Gas Powered Sand/Salt Spreader

Salt Dawg Gas Powered Sand/Salt Spreader w/ Controller Box

Auction closed

Watch list



Maynards Industries-Toronto

Lot 12: Traction Master Gas Powered Sand/Salt Spreader

Traction Master Gas Powered Sand/Salt Spreader w/ Controller Box

Auction closed

Watch list



Maynards Industries-Toronto

Lot 13: Traction Master Electric Sand/Salt Spreader

Traction Master Electric Sand/Salt Spreader w/ Controller Box

Auction closed

Watch list



Maynards Industries-Toronto

Lot 14: Sno Way Electric Sand/Salt Spreader

Sno Way Electric Sand/Salt Spreader w/ Controller Box

Auction closed

Watch list



Maynards Industries-Toronto

Lot 15: Finn T-30 Hydro Seeder

Finn T-30 Hydro Seeder

Auction closed

Watch list



Maynards Industries-Toronto

Lot 16: 1993 Ford E-350 Cube Van

1993 Ford E-350 Cube Van w/ 14' Alum Box \*\*Not running\*\* S/N 1FDKE30H4PHB68717

Auction closed

Watch list



Maynards Industries-Toronto

Lot 17: 1986 Ford 8000 Boom Truck

1986 Ford 8000 Boom Truck w/ Pitman HL 52 Boom - 340,000 km S/N

1FDYW80U6GVA40739

Auction closed

Watch list





Maynards Industries-Toronto

Lot 18: 1996 Volvo Autocar ACL Boom Truck

1996 Volvo Autocar ACL Boom Truck w/ Serco 8000 Straight Boom, Cummins L6, Rail Mounted - 5719 hours S/N 4V5SCBJHOTR515726

Auction closed

Watch list



Maynards Industries-Toronto

Lot 19: 2001 Mack CL713 Tri Axle Dump Truck

2001 Mack CL713 Tri Axle Dump Truck w/ 20' Dump Box, E7 Engine, 8spd - 756,000 km S/N 1M2AD62C11M011078

Auction closed

Watch list



Maynards Industries-Toronto

Lot 20: 2007 Kenworth T800 Tri Axle Dump Truck

2007 Kenworth T800 Tri Axle Dump Truck w/ 20' Dump Box, C15 - 561,000 km S/N 1XKDDBOX47J933309

Auction closed

Watch list



Maynards Industries-Toronto

Lot 21: 2006 Peterbilt 378 Tri Axle Highway Tractor

2006 Peterbilt 378 Tri Axle Highway Tractor w/ 16/46 axles, Cat C15 - 747,000 km S/N 1XPFPBEXX6D878848

Auction closed

Watch list



Maynards Industries-Toronto

Lot 22: 2007 Kenworth T800 Tandem Axle Highway Tractor

2007 Kenworth T800 Tandem Axle Highway Tractor w/ Cat C15, 46 rear axles - 510,000 km S/N 1NKDXBTX17J988958

Auction closed

Watch list



Maynards Industries-Toronto

Lot 23: 2007 Paron Quad Axle 60T low-boy Trailer

2007 Paron Quad Axle 60T low-boy Trailer S/N 2P9LB574571059594

Auction closed

Watch list



Maynards Industries-Toronto

Lot 24: 1988 Talbert Tri-Axles 40T low-boy Trailer

1988 Talbert Tri-Axles 40T low-boy Trailer w/ Rails, Warn 16.5Ti Winch S/N  
40FW0483XJ1007725

Auction closed

Watch list



Maynards Industries-Toronto

Lot 25: 2000 Alutrec 48' 5-Axle Alum Flat Deck

2000 Alutrec 48' 5-Axle Alum Flat Deck w/ Air Ride S/N 2T9F144W8XA133069

Auction closed

Watch list



Maynards Industries-Toronto

Lot 26: 2001 Thruway 48' 5-Axle Flat Deck Trailer

2001 Thruway 48' 5-Axle Flat Deck Trailer w/ Groeneveld Auto Grease System, Air Ride S/N  
2T9FA48511011206

Auction closed

Watch list



Maynards Industries-Toronto

Lot 27: 1989 Trombone 48' Tandem Axle Flat Deck Trailer

1989 Trombone 48' Tandem Axle Flat Deck Trailer t/a 48' S/N 2H8P0452XKR007401

Auction closed

Watch list



Maynards Industries-Toronto

Lot 28: 2001 JC 18' Tandem Axle Equipment Float

2001 JC 18' Tandem Axle Equipment Float S/N 2J9B7VSCX2K001098

Auction closed

Watch list



Maynards Industries-Toronto

Lot 29: 2003 International 9900I Eagle Tandem Axle Boom Truck, Serco Lift boom

2003 International 9900I Eagle Tandem Axle Boom Truck, Serco Lift boom w/ Serco 8000

Folding Boom \*\*Cracked Engine Block\*\* S/N 2HSCHAPR03C074166

Auction closed

Watch list



Maynards Industries-Toronto  
Lot 30: Double Axle Transport Dolly  
Double Axle Transport Dolly  
Auction closed  
Watch list



Maynards Industries-Toronto  
Lot 31: 2008 Continental Cargo 20' Alum Tandem Axle Landscaping Trailer  
2008 Continental Cargo 20' Alum Tandem Axle Landscaping Trailer S/N  
5NHVCCV289N057953  
Auction closed  
Watch list



Maynards Industries-Toronto  
Lot 32: Specialty Lighting 30' Light Tower  
Specialty Lighting 30' Light Tower w/ Diesel Motor  
Auction closed  
Watch list



Maynards Industries-Toronto

Lot 33: Ingersol Rand Portable Air Compressor

Ingersol Rand Portable Air Compressor w/ Diesel Motor

Auction closed

Watch list



Maynards Industries-Toronto

Lot 34: Design Space 10'x30' Office Trailer

Design Space 10'x30' Office Trailer

Auction closed

Watch list



Maynards Industries-Toronto

Lot 35: 8'x20' Office Trailer

8'x20' Office Trailer

Auction closed

Watch list



Maynards Industries-Toronto  
Lot 36: 8'x25' Office Trailer  
8'x25' Office Trailer  
Auction closed  
Watch list



Maynards Industries-Toronto  
Lot 37: 1994 Champion 730a Series II Motor Grader  
1994 Champion 730a Series II Motor Grader S/N 24724  
Auction closed  
Watch list



Maynards Industries-Toronto  
Lot 38: 2006 CAT 420E Backhoe  
2006 CAT 420E Backhoe w/ 6625hrs, 4X4 \*\*Snowblade not Included, will be sold with bucket\*\* S/N CKMW00200  
Auction closed  
Watch list



Maynards Industries-Toronto  
Lot 39: 2008 CAT 420E Backhoe  
2008 CAT 420E Backhoe w/ 5170hrs, 4X4 \*\*Forks not Included, will be sold with bucket\*\* S/N PKMW02158  
Auction closed  
Watch list



Maynards Industries-Toronto

Lot 40: 2005 Cat 420D Backhoe

2005 Cat 420D Backhoe w/ 4X4 S/N BLN11960

Auction closed

Watch list



Maynards Industries-Toronto

Lot 41: 2003 Cat 420D Backhoe

2003 Cat 420D Backhoe w/ 8395 hrs, 4X4 S/N BLN05422

Auction closed

Watch list



Maynards Industries-Toronto

Lot 42: 2003 Cat 420D Backhoe

2003 Cat 420D Backhoe w/ 8646 hrs, 4X4 S/N BLN05448

Auction closed

Watch list



Maynards Industries-Toronto

Lot 43: 2006 Cat 420D Backhoe

2006 Cat 420D Backhoe w/ 4x4 \*\*Forks not Included, will be sold with bucket and New Driver Door Glass\*\* S/N BLN13355

Auction closed

Watch list



Maynards Industries-Toronto

Lot 44: 1996 Cat 416 Turbo Backhoe

1996 Cat 416 Turbo Backhoe w/ 4X4, 11,486 hrs S/N 8ZK08804

Auction closed

Watch list



Maynards Industries-Toronto

Lot 45: 2005 Cat 330DL Excavator

2005 Cat 330DL Excavator w/ 48" bucket, 5462hrs \*\*New Final Drive in Left Track\*\* S/N OMWP02693

Auction closed

Watch list



Maynards Industries-Toronto

Lot 46: 2006 Cat 330DL Excavator

2006 Cat 330DL Excavator w/ 48" Bucket, 6140 hrs S/N MWP00805

Auction closed

Watch list



Maynards Industries-Toronto

Lot 47: 1999 Case 9030B Excavator

1999 Case 9030B Excavator w/ Grapple Attachment S/N DAC0302775

Auction closed

Watch list



Maynards Industries-Toronto

Lot 48: 1986 Cat 215LC Excavator

1986 Cat 215LC Excavator w/ Bucket S/N 4HG01012

Auction closed

Watch list



Maynards Industries-Toronto

Lot 49: 2008 Cat 930H Loader

2008 Cat 930H Loader w/ 4567 hrs, bucket S/N DHC01005

Auction closed

Watch list



Maynards Industries-Toronto

Lot 50: 1998 Cat 928G Loader

1998 Cat 928G Loader w/ 13,139 hrs, bucket S/N 6XR00800

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2007 Ford E350

Cargo Van

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Maynards Industries-Toronto

Lot 51: 2001 Case 850H Dozer

2001 Case 850H Dozer w/ 8821 hrs S/N JJ0296146

[Auction closed](#)

[Watch list](#)



Maynards Industries-Toronto

Lot 51a: Toyota 25 5000lbs Outdoor Forklift

Toyota 25 5000lbs Outdoor Forklift w/ certified, new chains/ forks/hoses/seat, tune up, and oil change \*\* Tank not Included \*\* S/N 405FG2521238

Auction closed

Watch list



Maynards Industries-Toronto

Lot 51b: Toyota 35 8000lbs Outdoor Forklift

Toyota 35 8000lbs Outdoor Forklift w/ runs well, needs little to safety S/N 5FG-20034

Auction closed

Watch list



Maynards Industries-Toronto

Lot 52: John Deere 6415 Tractor

John Deere 6415 Tractor w/ 1863 hrs S/N L06415D487220

Auction closed

Watch list



Maynards Industries-Toronto  
Lot 53: John Deere CX15 Wing Mower  
John Deere CX15 Wing Mower  
Auction closed  
Watch list



Maynards Industries-Toronto  
Lot 54: Buhler 960 2-Stage Snow Blower  
Buhler 960 2-Stage Snow Blower S/N 204006810  
Auction closed  
Watch list



Maynards Industries-Toronto  
Lot 55: CAT 2.5yrd Ditching Bucket  
CAT 2.5yrd Ditching Bucket  
Auction closed  
Watch list



Maynards Industries-Toronto  
Lot 56: Excavator Bucket  
Excavator Bucket  
Auction closed  
Watch list



Maynards Industries-Toronto  
Lot 57: H&H 1.14yrd Bucket  
H&H 1.14yrd Bucket  
Auction closed  
Watch list



Maynards Industries-Toronto  
Lot 58: CAT 30HD .80yrd Bucket  
CAT 30HD .80yrd Bucket  
Auction closed  
Watch list



Maynards Industries-Toronto  
Lot 59: Backhoe Bucket  
Backhoe Bucket  
Auction closed  
Watch list



Maynards Industries-Toronto  
Lot 60: CAT Backhoe Bucket  
CAT Backhoe Bucket

Auction closed

Watch list

Maynards Industries-Toronto  
Lot 61: CAT Backhoe Bucket  
CAT Backhoe Bucket

Auction closed

Watch list

Maynards Industries-Toronto  
Lot 62: CAT Backhoe Bucket  
CAT Backhoe Bucket

Auction closed

Watch list

Maynards Industries-Toronto  
Lot 63: CAT Backhoe Bucket  
CAT Backhoe Bucket

Auction closed

Watch list



Maynards Industries-Toronto  
Lot 64: H&H Backhoe Bucket  
H&H Backhoe Bucket

Auction closed

Watch list



Maynards Industries-Toronto  
Lot 65: H&H HP3-4 Thumb Attachment  
H&H HP3-4 Thumb Attachment  
Auction closed  
Watch list



Maynards Industries-Toronto  
Lot 66: Custom Made Trenching Attachment  
Custom Made Trenching Attachment  
Auction closed  
Watch list



Maynards Industries-Toronto  
Lot 67: Custom Made Trenching Attachment  
Custom Made Trenching Attachment  
Auction closed  
Watch list



Maynards Industries-Toronto  
Lot 68: Forks for Loader  
Forks for Loader  
Auction closed  
Watch list



Maynards Industries-Toronto  
Lot 69: Forks for Loader  
Forks for Loader  
Auction closed  
Watch list



Maynards Industries-Toronto  
Lot 70: Forks for Loader  
Forks for Loader  
Auction closed  
Watch list



Maynards Industries-Toronto  
Lot 71: Forks for Loader  
Forks for Loader  
Auction closed  
Watch list



Maynards Industries-Toronto  
Lot 72: Forks for Loader  
Forks for Loader  
Auction closed  
Watch list



Maynards Industries-Toronto  
Lot 73: Forks for Loader  
Forks for Loader  
Auction closed  
Watch list



Maynards Industries-Toronto  
Lot 74: Lifting Fixture  
Lifting Fixture  
Auction closed  
Watch list



Maynards Industries-Toronto  
Lot 75: Canmac 28" Lifting Magnet  
Canmac 28" Lifting Magnet  
Auction closed  
Watch list



Maynards Industries-Toronto  
Lot 76: Canmac 28" Lifting Magnet  
Canmac 28" Lifting Magnet  
Auction closed  
Watch list



Maynards Industries-Toronto  
Lot 77: Canmac 28" Lifting Magnet  
Canmac 28" Lifting Magnet  
Auction closed  
Watch list



Maynards Industries-Toronto  
Lot 78: 2007 CAT 2055901 Hydraulic Packer  
2007 CAT 2055901 Hydraulic Packer  
Auction closed  
Watch list





Maynards Industries-Toronto

Lot 79: Hydraulic Packer

Hydraulic Packer

Auction closed

Watch list



Maynards Industries-Toronto

Lot 80: Hydraulic Grapple Attachment

Hydraulic Grapple Attachment

Auction closed

Watch list



Maynards Industries-Toronto

Lot 81: Lifting Fork Attachment

Lifting Fork Attachment

Auction closed

Watch list



Maynards Industries-Toronto  
Lot 82: 10' Snow Blade for Backhoe  
10' Snow Blade for Backhoe  
Auction closed  
Watch list



Maynards Industries-Toronto  
Lot 83: Bateman 10' Snow Blade for Backhoe  
Bateman 10' Snow Blade for Backhoe  
Auction closed  
Watch list



Maynards Industries-Toronto  
Lot 84: Boss 10' Snow Blade for Backhoe  
Boss 10' Snow Blade for Backhoe  
Auction closed  
Watch list



Maynards Industries-Toronto  
Lot 85: Western 10' Snow Blade for Backhoe  
Western 10' Snow Blade for Backhoe  
Auction closed  
Watch list



Maynards Industries-Toronto

Lot 89: (16) Metal Bins of Assorted Metal Rail Parts

(16) Metal Bins of Assorted Metal Rail Parts

Auction closed

Watch list



Maynards Industries-Toronto

Lot 90: (2) Metal Racks of Assorted Bolts and Tie Rods

(2) Metal Racks of Assorted Bolts and Tie Rods

Auction closed

Watch list



Maynards Industries-Toronto

Lot 91: New Railway End-Stop

New Railway End-Stop

Auction closed

Watch list



Maynards Industries-Toronto

Lot 92: (2) Railway Crossing Traffic Signals

(2) Railway Crossing Traffic Signals

Auction closed

Watch list



Maynards Industries-Toronto  
Lot 93: Quantity of Assorted Long Rails  
Quantity of Assorted Long Rails  
Auction closed  
Watch list



Maynards Industries-Toronto  
Lot 94: Approx. (40) Assorted Rails  
Approx. (40) Assorted Rails  
Auction closed  
Watch list



Maynards Industries-Toronto  
Lot 95: Large Quantity of Rail Plates  
Large Quantity of Rail Plates w/ (2) Rails Underneath  
Auction closed  
Watch list



Maynards Industries-Toronto

Lot 96: Quantity of Rail Switches and Plates

Quantity of Rail Switches and Plates w/ (2) Rails Underneath

Auction closed

Watch list



Maynards Industries-Toronto

Lot 97: Quantity of Rail Plates

Quantity of Rail Plates w/ (2) Rails Underneath

Auction closed

Watch list



Maynards Industries-Toronto

Lot 98: Quantity of Rail Plates

Quantity of Rail Plates w/ (2) Rails Underneath

Auction closed

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2007 Ford E350

Cargo Van

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Maynards Industries-Toronto

Lot 99: (2) Piles of Long Rail Plates, Rail

(2) Piles of Long Rail Plates, Rail

[Auction closed](#)

[Watch list](#)



Maynards Industries-Toronto

Lot 100: (5) Metal Bins of Assorted Rail Parts

(5) Metal Bins of Assorted Rail Parts

Auction closed

Watch list



Maynards Industries-Toronto

Lot 101: (2) Railway End-Stops

(2) Railway End-Stops

Auction closed

Watch list



Maynards Industries-Toronto

Lot 102: Quantity of Rail in Corner of Yard

Quantity of Rail in Corner of Yard

Auction closed

Watch list



Maynards Industries-Toronto  
Lot 103: Quantity of Rubber Rail  
Quantity of Rubber Rail  
Auction closed  
Watch list



Maynards Industries-Toronto  
Lot 104: Quantity of Rail Parts and Rail  
Quantity of Rail Parts and Rail \*\* No Wood \*\*  
Auction closed  
Watch list



Maynards Industries-Toronto  
Lot 105: Railway End-Stop  
Railway End-Stop  
Auction closed  
Watch list



Maynards Industries-Toronto  
Lot 106: Metal 4'x6' Spill Floor Container  
Metal 4'x6' Spill Floor Container  
Auction closed  
Watch list



Maynards Industries-Toronto  
Lot 107: Crate with Hydraulic Equipment  
Crate with Hydraulic Equipment  
Auction closed  
Watch list



Maynards Industries-Toronto  
Lot 108: Quantity of Metal Buckets with Rail Parts  
Quantity of Metal Buckets with Rail Parts w/ Skid of Assorted Rail Parts  
Auction closed  
Watch list



Maynards Industries-Toronto  
Lot 109: Stack of Assorted Rail  
Stack of Assorted Rail  
Auction closed  
Watch list



Maynards Industries-Toronto  
Lot 110: Yellow Boom Bucket  
Yellow Boom Bucket \*\* Not Complete \*\*  
Auction closed  
Watch list



Maynards Industries-Toronto  
Lot 111: Fairmount Rail Lifter  
Fairmount Rail Lifter \*\* Not Complete \*\*  
Auction closed  
Watch list



Maynards Industries-Toronto  
Lot 112: Rail Lifter  
Rail Lifter  
Auction closed  
Watch list



Maynards Industries-Toronto  
Lot 113: Rail Cart  
Rail Cart  
Auction closed  
Watch list



Maynards Industries-Toronto  
Lot 114: Fairmount Track Bolter  
Fairmount Track Bolter \*\* Not Complete \*\*  
Auction closed  
Watch list



Maynards Industries-Toronto  
Lot 115: Rail Grinder  
Rail Grinder  
Auction closed  
Watch list



Maynards Industries-Toronto  
Lot 116: 2011 Geismar Track Bolter  
2011 Geismar Track Bolter  
Auction closed  
Watch list



Maynards Industries-Toronto  
Lot 117: Rail Cart  
Rail Cart  
Auction closed  
Watch list



Maynards Industries-Toronto  
Lot 118: Track Bolter  
Track Bolter  
Auction closed  
Watch list



Maynards Industries-Toronto  
Lot 119: Spike Puller  
Spike Puller  
Auction closed  
Watch list



Maynards Industries-Toronto  
Lot 120: Spike Puller  
Spike Puller  
Auction closed  
Watch list



Maynards Industries-Toronto  
Lot 121: Rail Cart  
Rail Cart  
Auction closed  
Watch list



Maynards Industries-Toronto  
Lot 122: Pettibone 441B Speed Swing with Mag  
Pettibone 441B Speed Swing with Mag 10,105 hrs  
Auction closed  
Watch list



Maynards Industries-Toronto  
Lot 123: Pettibone Extendable Boom  
Pettibone Extendable Boom  
Auction closed  
Watch list



Maynards Industries-Toronto  
Lot 124: Bucket for Pettibone  
Bucket for Pettibone  
Auction closed  
Watch list



Maynards Industries-Toronto  
Lot 125: 1999 Western Star Brant Rail Mounted Service Truck  
1999 Western Star Brant Rail Mounted Service Truck - 291,000 Miles & 592 hours S/N  
2WLPCCCJ6XK957119  
Auction closed  
Watch list



Maynards Industries-Toronto  
Lot 126: 1991 Raglin Rail Mounted Tri-Axle Hopper  
1991 Raglin Rail Mounted Tri-Axle Hopper  
Auction closed  
Watch list



Maynards Industries-Toronto  
Lot 127: International S1600 Water Truck  
International S1600 Water Truck \*\* Unplated, No Registration \*\*  
Auction closed  
Watch list



Maynards Industries-Toronto  
Lot 128: Fibreglass Service Box  
Fibreglass Service Box w/ Cap  
Auction closed  
Watch list



Maynards Industries-Toronto  
Lot 129: 2000 Ford F350 XL SuperDuty 4x4 Quad Cab Service Truck  
2000 Ford F350 XL SuperDuty 4x4 Quad Cab Service Truck w/ Rail Package - 257,000 km  
S/N 1FTSW3IL8YEC49825  
Auction closed  
Watch list



Maynards Industries-Toronto  
Lot 130: 2000 Ford F450 XL Superduty 4x4 Quad Cab Dually Service Truck  
2000 Ford F450 XL Superduty 4x4 Quad Cab Dually Service Truck w/ Rail Mounted, Service  
Deck, Hoist \*\* White Tank on Service Deck Not Included \*\* - 129,000 km S/N  
1FDXW475XYEC07078  
Auction closed  
Watch list



Maynards Industries-Toronto  
Lot 131: Promac 52C Brush Hog  
Promac 52C Brush Hog S/N 25689  
Auction closed  
Watch list



Maynards Industries-Toronto  
Lot 132: Cat H120C Hoe Hammer  
Cat H120C Hoe Hammer  
Auction closed  
Watch list



Maynards Industries-Toronto  
Lot 133: 1991 CBL Tri-Axle Log Trailer  
1991 CBL Tri-Axle Log Trailer S/N 2C93SHBS3MT088676  
Auction closed  
Watch list



316

Maynards Industries-Toronto  
Lot 134: 20' Sea Container  
20' Sea Container w/ Electrical, Work Bench  
Auction closed  
Watch list



Maynards Industries-Toronto  
Lot 135: 20' Sea Container  
20' Sea Container  
Auction closed  
Watch list



Maynards Industries-Toronto  
Lot 136: 1985 Geisner Tie Inserter  
1985 Geisner Tie Inserter S/N 85027-195  
Auction closed  
Watch list



Maynards Industries-Toronto  
Lot 137: Bert Pike (Nordco) Railway Broom  
Bert Pike (Nordco) Railway Broom w/ 3723hrs S/N 7916  
Auction closed  
Watch list



Maynards Industries-Toronto  
Lot 138: Rail Spiker  
Rail Spiker \*\* Not Complete \*\*  
Auction closed  
Watch list



Maynards Industries-Toronto  
Lot 139: Tamper  
Tamper  
Auction closed  
Watch list



Maynards Industries-Toronto  
Lot 140: Pandrol & Jackson 6700 Tamper  
Pandrol & Jackson 6700 Tamper w/ 9,333 hrs  
Auction closed  
Watch list



318

Maynards Industries-Toronto

Lot 141: 2006 Harsco (Jackson) 2400 Tamper

2006 Harsco (Jackson) 2400 Tamper w/ 2317 hrs, 3.9 Cummins Diesel S/N 153366

Auction closed

Watch list

Recently viewed lots

[Clear all](#)



2007 Ford E350

Cargo Van

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**tab T**

This is Exhibit "T" referred to in the Affidavit of Michael B. McIntosh sworn April 1, 2015



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*Commissioner for Taking Affidavits (or as may be)*

Kathleen Zoe Parker, a Commissioner, etc.,  
Province of Ontario, for Fogler, Rubloff LLP,  
Barristers and Solicitors.  
Expires April 23, 2017.



Court File No. *CU - 14 - 10766 - 00CL*

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

|                      |   |                       |
|----------------------|---|-----------------------|
| THE HONOURABLE       | ) | WEDNESDAY, THE 26 DAY |
|                      | ) |                       |
| MR. JUSTICE NEWBOULD | ) | OF NOVEMBER, 2014     |

BETWEEN:

**TRISURA GUARANTEE INSURANCE COMPANY**

Applicant

- and -

**EBERSOLE EXCAVATING INC. AND D&S  
RAILWAY CONSTRUCTION INC.**

Respondents

**IN THE MATTER OF AN APPLICATION PURSUANT TO SECTION 47  
OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, c. B-3, AS  
AMENDED; AND SECTION 101 OF THE *COURTS OF JUSTICE ACT*,  
R.S.O. 1990, c. C.43, AS AMENDED**

**ORDER  
(Appointment of Interim Receiver)**

THIS APPLICATION made by the Trisura Guarantee Insurance Company for an Order pursuant to section 47 of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "BIA") and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "CJA") appointing Grant Thornton Limited as interim receiver (in such capacities, the "Interim Receiver") without security, of all of the assets, undertakings and properties of Ebersole Excavating Inc. and D & S Railway Construction Inc. (collectively, the "Debtors") acquired for, or used in relation to a business carried on by the Debtors, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of Stuart Detsky sworn November 24, 2014 and the Exhibits thereto and on hearing the submissions of counsel for the Applicant, Grant Thornton Limited and Maynards Industries Ltd., *and for Daniel A. H. H. and Sandra A. H. H.* no one appearing for any other party although duly served as appears from the affidavit of service of Judeen Amos sworn November 24, 2014, the affidavits of service of Laurie Morrison sworn November 25, 2014 and on reading the consent of Grant Thornton Limited to act as the Interim Receiver,

### SERVICE

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

### APPOINTMENT

2. THIS COURT ORDERS that pursuant to section 47 of the BIA and section 101 of the CJA, Grant Thornton Limited is hereby appointed Interim Receiver, without security, of all of the assets, undertakings and properties of the Debtors acquired for, or used in relation to a business carried on by the Debtors, including all proceeds thereof (the "Property"), until December 26, 2014.

### INTERIM RECEIVER'S POWERS

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

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
- (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent

- 3 -

security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;

- (c) to manage, operate, and carry on the business of the Debtors, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtors;
- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Interim Receiver's powers and duties, including without limitation those conferred by this Order;
- (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtors or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtors and to exercise all remedies of the Debtors in collecting such monies; including, without limitation, to enforce any security held by the Debtors;
- (g) to settle, extend or compromise any indebtedness owing to the Debtors;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Interim Receiver's name or in the name and on behalf of the Debtors, for any purpose pursuant to this Order;
- (i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtors, the Property or the Interim Receiver, and to settle or compromise any such proceedings. The authority hereby

conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;

- (j) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Interim Receiver in its discretion may deem appropriate;
- (k) to report to, meet with and discuss with such affected Persons (as defined below) as the Interim Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Interim Receiver deems advisable;
- (l) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (m) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Interim Receiver, in the name of the Debtors;
- (n) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtors, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtors;
- (o) to exercise any shareholder, partnership, joint venture or other rights which the Debtors may have; and
- (p) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations.

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

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

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

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

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

such assistance in gaining immediate access to the information in the Records as the Interim Receiver may in its discretion require including providing the Interim Receiver with instructions on the use of any computer or other system and providing the Interim Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

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

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

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

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

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

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

10. THIS COURT ORDERS that all rights and remedies against the Debtors, the Interim Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Interim Receiver or leave of this Court, provided however that this stay and

suspension does not apply in respect of any "eligible financial contract" as defined in the BIA, and further provided that nothing in this paragraph shall (i) empower the Interim Receiver or the Debtors to carry on any business which the Debtors are not lawfully entitled to carry on, (ii) exempt the Interim Receiver or the Debtors from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

#### **NO INTERFERENCE WITH THE INTERIM RECEIVER**

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

#### **CONTINUATION OF SERVICES**

12. THIS COURT ORDERS that all Persons having oral or written agreements with the Debtors or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Debtors are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Interim Receiver, and that the Interim Receiver shall be entitled to the continued use of the Debtors' current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Interim Receiver in accordance with normal payment practices of the Debtors or such other practices as may be agreed upon by the supplier or service provider and the Interim Receiver, or as may be ordered by this Court.

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

13. THIS COURT ORDERS that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Interim Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date

of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Interim Receiver (the "Post Interim Receivership Accounts") and the monies standing to the credit of such Post Interim Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Interim Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

#### **EMPLOYEES**

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

#### **PIPEDA**

15. THIS COURT ORDERS that, pursuant to clause 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act*, the Interim Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "Sale"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Interim Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtors, and shall return all other personal information to the Interim Receiver, or ensure that all other personal information is destroyed.

### **LIMITATION ON ENVIRONMENTAL LIABILITIES**

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

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

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

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

18. THIS COURT ORDERS that the Interim Receiver and counsel to the Interim Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Interim Receiver and counsel to the Interim Receiver shall be entitled to and are hereby granted a charge (the "Interim Receiver's Charge") on the Property, as security for such fees and disbursements,

both before and after the making of this Order in respect of these proceedings, and that the Interim Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

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

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

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

21. THIS COURT ORDERS that the Interim Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$75,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Interim Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "Interim Receiver's Borrowings Charge") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Interim Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

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

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

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

#### **SERVICE AND NOTICE**

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

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

business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

#### **LIFT OF THE STAY OF PROCEEDINGS**

27. THIS COURT ORDERS that the stay of proceedings provided for in section 69.1 of the BIA in respect of the Proposal filed by Ebersole Excavating Inc. be and is hereby lifted so that the Applicant can commence the within Application for the appointment of the Interim Receiver over the Property of the Debtors.

#### **AUCTION OF CERTAIN EQUIPMENT**

28. THIS COURT ORDERS that the Interim Receiver is authorized to permit Maynards Industries Ltd. ("Maynards") to conduct an auction on December 4, 2014 (the "Auction") of the specific equipment listed at Schedule A to the Purchase and Sale Agreement between Maynards and D&S Railway Construction Inc. (the "Equipment"), subject to the following terms and conditions:

- (a) Maynards shall be entitled to collect a buyer's premium of up to 18% plus HST (the "Buyer's Premium") of the selling price of each individual piece of Equipment that is included in the Auction, but Maynards shall only be entitled to receive an amount that is equal to 15% plus HST of the selling price of each individual piece of Equipment that is included in the Auction (the "Maynards Portion of the Buyer's Premium"), subject to a reconciliation between the Interim Receiver and Maynards, as provided for in this Order;
- (b) all proceeds of sale of the Equipment derived from the Auction shall be deposited by Maynards into a joint bank account (the "Joint Account") between Maynards and the Interim Receiver, including the amounts derived from the Buyer's Premium (the "Total Proceeds of Sale");
- (c) a reconciliation by Maynards and the Interim Receiver of the Buyer's Premium shall occur forthwith after the completion of the Auction and

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Maynards shall be paid the Maynard's Portion of the Buyer's Premium thereon from the Total Proceeds of Sale held in the Joint Account, with the balance of the Total Proceeds of Sale (the "Remaining Funds") being paid to the Interim Receiver forthwith;

- (d) the Remaining Funds shall be held by the Interim Receiver, pending further Order of the Court; and
- (e) in the event any of the Equipment remains unsold at the Auction to be conducted on December 4, 2014, such Equipment shall be dealt with by further Order of the Court.

#### **GENERAL**

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

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

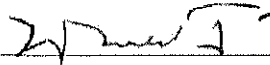
31. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Interim Receiver and its agents in carrying out the terms of this Order. All courts, tribunals,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

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

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

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



WITNESSED BY THE COURT  
ON 23 NOV 2014  
LEAH J. BROWN, JUDGE

NOV 23 2014



## SCHEDULE "A"

## INTERIM RECEIVER CERTIFICATE

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

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

1. THIS IS TO CERTIFY that Grant Thornton Limited, the interim receiver (the "Interim Receiver") of the assets, undertakings and properties Ebersole Excavating Inc. and D & S Railway Construction Inc. (collectively, the "Debtors") acquired for, or used in relation to a business carried on by the Debtors, including all proceeds thereof (collectively, the "Property") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "Court") dated the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the "Order") made in an action having Court file number \_\_\_\_ -CL- \_\_\_\_\_, has received as such Interim Receiver from the holder of this certificate (the "Lender") the principal sum of \$ \_\_\_\_\_, being part of the total principal sum of \$ \_\_\_\_\_ which the Interim Receiver is authorized to borrow under and pursuant to the Order.

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

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

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

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

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

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

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

Grant Thornton Limited, solely in its capacity as  
Interim Receiver of Ebersole Excavating Inc.  
and D & S Railway Construction Inc., and not in  
its personal capacity

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

IN THE MATTER OF AN APPLICATION PURSUANT TO SECTION 47 OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, c. B-3, AS AMENDED; AND SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990, c. C.43, AS AMENDED

TRISURA GUARANTEE INSURANCE COMPANY - and - EBERSOLE EXCAVATING INC. AND D&S  
RAILWAY CONSTRUCTION INC.

Applicant

Respondents

ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)

PROCEEDINGS COMMENCED AT TORONTO

ORDER  
(Appointment of Interim Receiver)

BORDEN LADNER GERVAIS LLP  
40 King Street West  
Toronto, Ontario  
M5H 3Y4

ROGER JAIPARGAS  
Tel: (416) 367-6266  
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Email: [ahodhod@blg.com](mailto:ahodhod@blg.com)  
LSUC#66314K

Lawyers for the Applicant

CU-14-10766-000L

Court File No.

IN THE MATTER OF AN APPLICATION PURSUANT TO SECTION 47 OF THE BANKRUPTCY AND INSOLVENCY ACT, R.S.C. 1985,  
c. B-3, AS AMENDED; AND SECTION 101 OF THE COURTS OF JUSTICE ACT, R.S.O. 1990, c. C.43, AS AMENDED

TRISURA GUARANTEE INSURANCE COMPANY

- and -

EBERSOLE EXCAVATING INC. AND D&S  
RAILWAY CONSTRUCTION INC.

Applicant

Respondents

November 26/14

No one appears to oppose the relief sought. I am satisfied that the relief sought is appropriate. Order to do.

~~Order~~  
The order is with prejudice to any person's rights, including entitlement to all or any part of the proceeds arising from the sale of the equipment by way of auction as authorized by this order.

*Done T,*

ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)

PROCEEDINGS COMMENCED AT TORONTO

APPLICATION RECORD  
(Appointment of Interim Receiver)

BORDEN LADNER GERVAIS LLP  
40 King Street West  
Toronto, Ontario  
M5H 3Y4

ROGER JAIPARGAS  
Tel: (416) 367-6266  
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Email: ahodhod@blg.com  
LSUC#66314K

Lawyers for the Applicant

TOR01: 5763106.v1

TC

**tab U**

This is Exhibit "U" referred to in the Affidavit of Michael B. McIntosh sworn April 1, 2015



---

*Commissioner for Taking Affidavits (or as may be)*

**Robin Zoe Parker, a Commissioner, etc.,**  
**Province of Ontario, for Fogler, F**  
**Barristers and Solicitors.**  
Expires April 22, 2017.

339  
**LATE-MODEL RAIL CONSTRUCTION, MAINTENANCE  
& GENERAL CONSTRUCTION EQUIPMENT**

# PUBLIC AUCTION

**WEBCAST  
& ONSITE**



**THURS, DEC. 4<sup>TH</sup> 2014 @ 10AM<sup>EST</sup>**

PREVIEW & INSPECTION: Wednesday, December 3 from 9am-4pm or by appointment

2194 East Ave., Fort Erie (Stevensville), Ontario

**7 AVAILABLE**



2008 CAT 420E Backhoe

**TOP CONDITION**



PANDROL JACKSON 6700 Tamper

**2006**



PANDROL JACKSON 2400 Tamper

**2008**



CAT 930H Loader

**2 AVAILABLE**



2006 CAT 330DL Excavator

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## WEBCAST & ONSITE PUBLIC AUCTION

**DATE:** Thurs., Dec. 4, 2014 at 10am EST  
**ADDRESS:** 2194 East Ave., Fort Erie, (Stevensville), Ontario  
**PREVIEW:** Wed., Dec. 3 from 9am-4pm or by appointment  
**DRIVING:** Stevensville is located approximately 90 kms SE  
 (DISTANCES) from Hamilton ON and approximately 11.5 miles  
 NW of Buffalo NY

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**AUCTION WILL BE CONDUCTED IN U.S. DOLLARS**



**TERMS & CONDITIONS** | **PAYMENT:** 25% NON-REFUNDABLE DEPOSIT ON AWARD OF BID. BALANCE DUE IMMEDIATELY AFTER AUCTION. PAYMENT IS CASH, CASHIER'S CHEQUE, CERTIFIED CHEQUE, WIRE TRANSFER, COMPANY CHEQUE ONLY IF ACCOMPANIED BY A LETTER FROM YOUR BANK GUARANTEEING AMOUNT OF CHEQUE FOR DEPOSIT AND/OR PAYMENT IN FULL. NO PERSONAL CHECKS. FULL PAYMENT MUST BE MADE BEFORE REMOVAL OF PURCHASE. **REMOVAL:** LAST DAY OF REMOVAL IS THURSDAY, DECEMBER 18, 2014, AND AS FURTHER DEFINED IN THE SALE CATALOGUE. EVERYTHING IS SOLD "AS IS, WHERE IS". ALL SALES FINAL. COST AND RESPONSIBILITY FOR REMOVAL OF PURCHASE REMAINS WITH THE PURCHASER. EVERY EFFORT WILL BE MADE TO FACILITATE REMOVAL. WHILE QUANTITIES AND DESCRIPTIONS ARE BELIEVED TO BE ACCURATE, THE AUCTIONEER, OWNERS OR COUNSEL MAKE NO WARRANTIES OR GUARANTEES EITHER EXPRESSED OR IMPLIED AS TO AUTHENTICITY, GENUINENESS OF, OR DEFECTS IN ANY LOT AND WILL NOT BE HELD RESPONSIBLE FOR ANY ADVERTISING DISCREPANCIES OR INACCURACIES. NO WARRANTIES WHATSOEVER ARE MADE AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR USE OF ANY ITEM. MAY WE SUGGEST YOU TAKE FULL ADVANTAGE OF THE PREVIEW AND INSPECTION PERIOD. **SALE SUBJECT TO ADDITIONS, DELETIONS & PRIOR SALES. PLEASE CHECK AVAILABILITY OF EQUIPMENT.**

**BUYERS PREMIUMS: 15% ON-SITE, 18% ON-LINE**



PETTIBONE 441B Speed Swing

### RAILWAY EQUIPMENT

- PANDROL JACKSON 6700 Tamper, 9,333 hrs.
- 2006 PANDROL JACKSON 2400 Tamper, 2,317 hrs., s/n 153366
- PETTIBONE 441B Speed Swing w/Mag, 10,105 hrs.
- 1985 GEISMER Tie Inserter, s/n 85027-195
- 2010 GEISMER Portable Spiker
- 1979 NORDCO Ballast Regulator, s/n 7916
- Hydraulic Rail Lifter
- TELEWELD Rail Grinder
- MATWELD Surface Grinder
- (2) GEISMER Gas Spike Pullers
- GEISMER Gas Track Bolt Machine
- MATWELD Puller & Tools Welding
- Pusher Machine
- Misc. Rail Gear, Platforms, Spikers, Etc.
- Rail Plate and Misc. Inventory
- Rail, Buckets and Misc.



PANDROL JACKSON 2400 Tamper

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# TOP CONDITION



1999 PANDROL JACKSON 6700 Tamper



NORDCO Ballast Regulator



TELEWELD Rail Grinder



GEISMER Portable Spiker



Partial View of Rail Gear & Platforms



Partial View of Rail Inventory



PETERBILT Tri-Axle Tractor



KENWORTH T/A Tractor



KENWORTH Tri-Axle Dump Truck



MACK Tri-Axle Dump Truck



WESTERN STAR BRANT Rail Maintenance Truck



2003 INTERNATIONAL Boom Truck



VOLVO/AUTOCAR Boom Truck



FORD 8000 Boom Truck



RAGLIN Rail Mounted Hopper



PARON 60T Quad-Axle Low Boy

2007



ALUM 48' Flat Deck

### DUMP TRUCKS

- 2007 KENWORTH T800 T/A Dump Cat Ditto, 14" Box, 560,000 km, s/n 1XKDDBOX47J933309
- 2001 MACK CL713 Tri-Axle Dump E746, CL 713, 8 Spd., 754,000 km, s/n 1M2AD62C11M011078

### HIGHWAY TRACTORS

- 2007 KENWORTH T800 Tractor, Cat C15, 505,000 km, 46 Rears, s/n 1NKDX-BTX17J988958
- 2006 PETERBILT Tri-Axle Tractor, 16/46 Axles, Cat C15, 745,000 km, s/n 1XPFPBEXX6D878848
- 1985 INTERNATIONAL Tractor, s/n 1HTLA-HEMXFHA25590

### BOOM TRUCKS

- 2003 INTERNATIONAL 9900I Eagle T/A Boom Truck, Serco Lift Boom, s/n 2HSCHAP-R03C074166
- 1986 FORD 8000 Boom Truck Pitman HL 52 Boom, s/n 1FDYW80U6GVA40739
- 1996 VOLVO AUTOCAR Bed Truck w/Lift Arm, s/n 4V5SCBJHOTR515726

### TRAILERS

- 2007 PARON Float Quad Axle 60T Low-Boy, s/n 2P9LB574571059594
- 1988 TALBERT 40T Float Tri-Axle 42', s/n 40FW0483XJ1007725
- 2001 JC Float 18' T/A Equip. Float, s/n 2J9B-7VSCX2K001098
- 2000 ALUM 5-Axle Aluminum 48' Flat Deck, s/n 2T9F144W8XA133069
- 2001 THRUWAY 5-Axle 48' Flat-Deck, s/n 2T9FA48511011206
- 1991 CBL Log Trailer Tri-Axle, s/n 2C93SHB-S3MT088676
- 1989 TROMBONE Trailer T/A 48', s/n 2H8P0452XKR007401
- 1991 RAGLIN Hopper Rail Mounted Type Belly, s/n 2R9A4P3G1M1011881
- 2012 18' T/A Enclosed Trailer
- 2008 Landscape Yard Trailer T/A, s/n 5NHVC-CV289N057953
- 8x20 Onsite Office Trailer, 6000W Generator
- (2) 8x24 Onsite Office Trailers, 2 Rooms
- 10x30 Office Trailer



CBL Log Trailer

### RAIL MOUNTED SERVICE TRUCKS

- 1999 WESTERN STAR BRANT Rail Mount Service Truck, 292,000 km, s/n 2WLPCCCJ6XK957119
- 2000 FORD F450 Service Truck XL w/Rail and Service Package, s/n 1FDXW475XYEC07078
- 2000 FORD F350 Service Truck w/Rail Package, 257,000 km, s/n 1FTSW3IL8YEC49825

### RAIL GRAPPLES

- (2) KMR632 Rail Grapples



Partial View of Snow Plows



Partial View of Attachments



CAT CH120C Hammer



CAT 330DL Excavator



CASE 9030B Excavator



CAT 215 Excavator



CHAMPION 730A Grader



CAT 930H Loader



CAT 928G Loader



CASE 850H Dozer

### CONSTRUCTION EQUIPMENT

- 2006 CAT 330DL Excavator 6,140 hrs., 48" Bucket, Clean, s/n MWP00805
- 2005 CAT 330DL Excavator 48" Bucket, s/n OMWP02693
- 1999 CASE 9030B Excavator, s/n DAC0302775
- 1986 CAT 215 Excavator, s/n 4HG01012
- 2008 CAT 930H Loader, 4,531 hrs., Bucket & Forks, s/n DHC01005
- 1998 CAT 928G Loader, 13,134 hrs., s/n 6XR00800
- 2008 CAT 420E Backhoe w/Attachment 5,195 hrs., 4x4, s/n KMW00200
- 2006 CAT 420E Backhoe w/Attachment, s/n KMW00200
- 2006 CAT 420D Backhoe w/Attachment, s/n BLN13355
- 2005 CAT 420D Backhoe w/Attachment, s/n BLN11960

- 2003 CAT 420D Backhoe w/Attachment, s/n BLN05448
- 2003 CAT 420D Backhoe w/Attachment 420D IT, 8,303 hrs., 4x4, s/n BLN05422
- 1996 CAT 416 Backhoe w/Attachment 416B Turbo 4x4, 11,484 hrs., s/n 8ZK08804
- 1994 CHAMPION 730A Grader Series 11, s/n 24724
- 2001 CASE 850H Dozer, s/n JJ0296146
- 2006 CAT 420D Quick Coupler, s/n MC6CT12411
- CAT Packer, s/n CSG00467
- CAT 420 Hydraulic Packer
- (6) CAT IT420 Forks & Carriages
- CAT 215 Quick Coupler
- CAT 330DL 72" Bucket, Ditching, s/n Z1K15751
- CAT 2500 Hoe Hammer, Model H120C
- Assorted Buckets



CAT 420D Backhoe



FORD F-450 Rail Service Truck



2007 GMC 2500HD Pickup



JOHN DEERE 6415 Tractor



FINN CX15 Wing Mower



BUHLER Snow Blower

**FARM EQUIPMENT**

- JOHN DEERE 6415 Tractor, 1,863 hrs.
- JOHN DEERE CX15 Wing Mower
- JOHN DEERE 6415 Snow Blade, s/n L06415D487220
- JOHN DEERE F1145 Mower
- PROMAC Bush Hog Mower
- FINN T-30 Hydroseeder

**LIGHT TOWERS**

- WACKER Portable Light Tower
- ALLMAND Portable Light Tower

**PICKUP TRUCKS**

- (3) 2007 GMC 2500HD Pickups, s/n 1GTHK24U97E122813, 1GTHK24U07E176579, 1GTHK29D97E111853
- 2003 GMC 2500HD Pickups, s/n 1GTHC24U03E348679
- (2) 2001 GMC 2500HD Pickups, s/n 1GTHK291X1E2079939, s/n 1GT221C898Z152674
- 2003 DODGE Ram Pickup, s/n 1D7KU28653J548761
- 1994 DODGE Ram Pickup w/Finn Hydro Seeder, s/n 1B7KF-26C9R5590169
- 1997 CHEVROLET 2500 Pickup, s/n 1GCGK24R3VE133973
- 2000 FORD F350 Pickup, s/n 1FTSW31LXYEC49650

**CUBE VANS**

- 2007 FORD E350 Van
- 1993 FORD E350 Cube Van, s/n 1FDKE30H4PHB68717

**STORAGE CONTAINERS**

- (2) 8x20 Storage Onsite Container

**SNOW REMOVAL EQUIPMENT**

- BUHLER Snow Blower
- (2) 2010 BOSS 10' Snow Plows
- 2009 WESTERN 10' Snow Plow
- (2) 2001 BATEMAN 12' & 10' Snow Plows
- 2001 BATEMAN 10' Snow Plow
- WESTERN Snow Plows
- FISHER 7.5 Ft Snow Plow, Unit 20
- VBOSS 8.5 Ft Snow Plow, Unit 21
- MYERS 7.5 Ft Snow Plow, Unit 10
- ARCTIC 7.5 Ft Snow Plow, Unit 14
- (2) CRAFTSMAN 30" Snow Blowers



Partial View of Vehicles



FINN T-30 Hydroseeder



View of Sander Boxes



28" Lifting Magnet



Portable Light Tower



Portable Generator



8'x24' Mobile Office



8'x20' Storage Containers

# PUBLIC AUCTION

**WEBCAST  
& ONSITE**



**THURS, DEC. 4<sup>TH</sup>**  
**@ 10AM** EST

**PREVIEW & INSPECTION:**

Wednesday, December 3 from 9am-4pm or by appointment

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(Stevensville), Ontario**



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**MAJOR RAILWAY SERVICE COMPANY**

347

# PUBLIC AUCTION

**WEBCAST  
& ONSITE**

**THURS, DEC 4<sup>TH</sup> @ 10AM EST**

**PREVIEW & INSPECTION:** Wed., Dec. 3 from 9am-4pm or by appointment

**2194 East Avenue • Stevensville, Ontario**



**WESTERN STAR** Rail Service Truck



**PETERBILT** Tri-axle Highway Tractor



**KENWORTH** Tri-axle Dump Truck



**CAT 420E** Backhoe



**CAT 330DL** Excavator



**PANDROL & JACKSON 6700** Tamper

**RAILWAY EQUIPMENT:** PANDROL & JACKSON 6700 Tamper • 2006 HARSCO (JACKSON) 2400 Tamper • PETITEBONE 441B Speed Swing w/Mag • GEISMER Tie Inserter • 2010 GEISMER Portable Spiker • NORDCO Ballast Regulator • Hyd. Rail Lifter • 1999 WESTERN STAR 49S4S Tri-Axle Rail Service Truck • TELEWELD Rail Grinder • MATWELD Surface Grinder • (2) GEISMER Gas Spike Pullers • GEISMER Gas Track Bolt Machine • MATWELD Puller & Tools Welding • Pusher Machine • Misc. Rail Gear, Platforms, Spikers, Etc. • Rail Plate & Misc. Inventory • Rail, Buckets and Misc. | **CONSTRUCTION EQUIPMENT:** 2006 CAT 330DL Excavator 6140 hrs, 48" bucket, clean • 2005 CAT 330DL Excavator 48" bucket • 1999 CASE 9030B Excavator • 1986 CAT 215 Excavator • 2008 CAT 930H Loader, Bucket & Forks • 1998 CAT 928G Loader • 2008 CAT 420E Backhoe w/ Attachment, 4x4 • 2006 CAT 420E Backhoe w/Attachment • 2006 CAT 420D Backhoe w/Attachment • 2005 CAT 420D Backhoe w/Attachment • 2003 CAT 420D Backhoe w/Attachment • 2003 CAT 420D Backhoe w/ Attachment 420D IT, 4x4 • 1996 CAT 416 Backhoe w/Attachment 416B Turbo 4x4 • 1994 CHAMPION 730A Grader Series 11 • 2001 CASE 850H Dozer • 2006 CAT 420D Quick Coupler • CAT Packer • CAT 420 Hyd. Packer • (6) CAT IT420 Forks & Carriages • CAT 215 Quick Coupler • CAT 330DL 72" Bucket, Ditching • CAT 2500 Hoe Hammer Model H120C • Assorted Buckets | **DUMP TRUCKS:** 2007 KENWORTH T800 T/A Dump Cat Ditto, 14" Box • 2001 MACK CL713 Tri Axle Dump E746, CL 713, 8 Spd | **HIGHWAY TRACTORS:** 2007 KENWORTH T800 Tractor, Cat C15, 46 Rears • 2006 PETERBILT Tri Axle Tractor 16/46 axles, Cat C15 | **FARM EQUIPMENT:** JOHN DEERE 6415 Tractor • JOHN DEERE CX15 Wing Mower • JOHN DEERE 6415 Snow Blade • JOHN DEERE F1145 Mower • PROMAC Bush Hog Mower • FINN T-30 Hydroseeder

**CONTACT:** Jim Hodder | 416 206-0087 | jhodder@maynards.com

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# LATE-MODEL RAIL CONSTRUCTION, MAINTENANCE & GENERAL CONSTRUCTION EQUIPMENT

## WEBCAST / ONSITE AUCTION

**D&S RAILWAY CONSTRUCTION INC.**

**THURS, DEC. 4 @ 10AM**

*Preview: Wed., Dec. 3 from 9am-4pm or by appt.*

**2194 EAST AVE., FORT ERIE (STEVENSVILLE)**

**RAIL EQUIP:** PANDROL JACKSON 6700 • 06 PANDROL JACKSON 2400 • PETTIBONE 441B • Inserters/Spikers/Pullers | **TRACTORS/DUMPS:** '07 KW T800 • '06 PETERBILT 3-Axle • '07 KW T800 T/A • '01 MACK CL713 3-Axle | **BOOM TRUCKS:** '03 INTL 9900I Eagle T/A • '86 FORD 8000 • '96 VOLVO AUTOCAR | **TRAILERS:** 60Ton & 40Ton Low Boy • (2) 5-Axle 48' Flat Decks | **RAIL TRUCKS:** 99 WESTERN STAR BRANT • '91 RAGLIN Hopper • '00 FORD F450 XL • '00 FORD F350 | **CONSTRUCTION:** (2) CAT 330DL • '99 CASE 9030B • '86 CAT 215 • '08 CAT 930H • '98 CAT 928G • (7) CAT 420 • '94 CHAMPION 730A • '01 CASE 850H • JD 6415 Tractor | **PICKUP TRUCKS:** Assorted Diesel/Gas Trucks

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# LATE-MODEL RAIL CONSTRUCTION, MAINTENANCE & GENERAL CONSTRUCTION EQUIPMENT

## PUBLIC AUCTION **WEBCAST & ONSITE**



### THURS., DEC. 4 @ 10AM

2194 East Ave., Fort Erie (Stevensville), ON

PREVIEW: Wednesday, December 3 from 9am-4pm or by appointment

*Featuring:* **RAIL EQUIPMENT:** PANDROL JACKSON 6700 Tamper • 2006 PANDROL JACKSON 2400 Tamper • PETTIBONE 441B Speed Swing w/Mag • 1985 GEISMER Tie Inserter • 2010 GEISMER Portable Spiker • 1979 NORDCO Ballast Regulator • (2) GEISMER Gas Spike Pullers • GEISMER Gas Track Bolt Machine | **DUMP TRUCKS:** 2007 KENWORTH T800 T/A • 2001 MACK CL713 Tri-Axle | **HIGHWAY TRACTORS:** 2007 KENWORTH T800 • 2006 PETERBILT Tri-Axle | **BOOM TRUCKS:** 2003 INTERNATIONAL 9900I Eagle T/A • 1986 FORD 8000 • 1996 VOLVO AUTOCAR | **TRAILERS:** 2007 PARON 4-Axle 60T Low-Boy • 1988 TALBERT 40T Float Tri-Axle • 2001 JC Float 18' T/A Float • 2000 ALUM 5-Axle 48' Flat Deck • 2001 THRUWAY 5-Axle 48' Flat-Deck • 1991 CBL Log Trailer Tri-Axle • 1989 TROMBONE Trailer T/A 48' • 2012 18' T/A Enclosed Trailer • 2008 Landscape Yard Trailer T/A • (3) Office Trailers • (2) 20' Sea Containers | **RAIL TRUCKS:** 1999 WESTERN STAR BRANT • 1991 RAGLIN Hopper Rail Mounted Type Belly • 2000 FORD F450 Service Truck XL • 2000 FORD F350 Service Truck | **CONSTRUCTION EQUIPMENT:** (2) CAT 330DL Excavators • 1999 CASE 9030B Excavator • 1986 CAT 215 Excavator • 2008 CAT 930H Loader • 1998 CAT 928G Loader • (7) CAT 420 Backhoes • (5) 10' & 12' Plows • 1996 CAT 416B Turbo 4x4 • 1994 CHAMPION 730A Grader Series 11 • 2001 CASE 850H Dozer • (2) CAT AT 420 Hydraulic Packer • CAT Light Tower • JD 6415 Tractor • JD CX15 Wing Mower • BUHLER Snow Blower • PROMAC Bush Hog Mower • FINN T-30 Hydroseeder | **PICKUP TRUCKS:** (2) 2007 GMC 2500HD, Diesel • 2007 FORD E350 Van • 2003 GMC 2500HD • (2) 2001 GMC 2500HD • 2003 DODGE Diesel, Etc.

Visit **[www.maynards.com](http://www.maynards.com)** for complete information

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## **RAIL CONSTRUCTION & MAINTENANCE EQUIPMENT**

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**tab V**

This is Exhibit "V" referred to in the Affidavit of Michael B. McIntosh sworn April 1, 2015



---

*Commissioner for Taking Affidavits (or as may be)*

Katelin Zoe Parker, a Commissioner, etc.,  
Province of Ontario, for Fogler, Rubinoff LLP,  
Barristers and Solicitors.  
Expires April 23, 2017.

| Bidder Number | Bidder First Name | Bidder Last Name | Representing                             | Lots Won | Total Amount |
|---------------|-------------------|------------------|------------------------------------------|----------|--------------|
| 200           | Al                | Deschamps        | Al's Trucking                            | 0        | 0            |
| 201           | Ed                | Hanzei           | PNR Railworks Inc                        | 17       | 55800        |
| 202           | Mike              | Sousa            | 2340002 ONT Inc                          | 3        | 12250        |
| 203           | Wayne             | Robinson         |                                          | 0        | 0            |
| 204           | Wayne             | Paquette         |                                          | 0        | 0            |
| 205           | Peter             | Murdza           | PGM Rail Services Ltd                    | 2        | 16500        |
| 206           | Rod               | West             | Highway Clearing & Guardrail Fencing Ltd | 0        | 0            |
| 207           | Sam               | Jones            | Alfred Beam Excavating                   | 0        | 0            |
| 208           | Peter             | Wangler          |                                          | 1        | 36000        |
| 209           | Patrick           | Colavita         | Capital Earthworks                       | 1        | 25000        |
| 210           | Jeff              | Read             | Read's Haulage                           | 0        | 0            |
| 211           | Dave              | Heyiwk           | Lakeside Landscaping Inc                 | 0        | 0            |
| 212           | Duane             | Beam             | Duane Beam Contracting Ltd               | 0        | 0            |
| 213           | Vaughn            | Gibbons          | Gibbons Contracting Ltd                  | 2        | 6000         |
| 214           | Gaetan            | Boivin           | Groupe Alfred Boivin                     | 3        | 35750        |
| 215           | Vernon            | Bruce            |                                          | 0        | 0            |
| 216           | Dominic           | Vani             | Omni Rail Inc                            | 2        | 3700         |
| 217           | Stuart M.         | Lane             | Laneco Equipment Inc                     | 0        | 0            |
| 218           | Gabriel           | Deschamps        | Fay Farms G&R Deschamps Trucking Inc     | 0        | 0            |
| 220           | Andrew            | Staff            | H.A. Staff Ltd                           | 0        | 0            |
| 221           | Herb              | Cole             | H.S. cole Contracting                    | 0        | 0            |
| 222           | Terry             | White            |                                          | 1        | 15500        |
| 224           | Noel              | Deschamps        |                                          | 0        | 0            |
| 225           | Scott             | Heron            | Ducheron Ltd                             | 2        | 1050         |
| 226           | Gerrard           | Waters           |                                          | 2        | 2800         |
| 227           | Sanjeev           | Shaw             |                                          | 1        | 37000        |
| 228           | Craig             | Workman          | Lake Erie Property Maintenance           | 0        | 0            |
| 229           | Glen              | Cosby            | Cosby Septic                             | 0        | 0            |
| 230           | Tom               | Kempston         | Bill & Tom Kempton Const. Ltd            | 1        | 800          |
| 231           | Anthony           | Aantjes          | Elcho Farm Holding Inc                   | 5        | 61800        |
| 232           | R                 | Farrish          | R. Farrish Const. Ltd                    | 1        | 49500        |
| 233           | Harman            | Jhand            | Upper Canada Truck Sales                 | 0        | 0            |
| 234           | Gabriel           | Deschamps        | Fay Farms G&R Deschamps Trucking Inc     | 2        | 5050         |

|      |          |            |                                        |   |         |
|------|----------|------------|----------------------------------------|---|---------|
| 235  | Herb     | Stores     | Stores Excavating                      | 3 | 7650    |
| 236  | Albert   | VanDetto   | Van Detto Farms                        | 1 | 22500   |
| 237  | Michael  | Fortner    | 2256496 Ont Inc                        | 3 | 30500   |
| 238  | Neal     | Houser     | Kelly Hill Company                     | 0 | 0       |
| 239  | Gene     | Adams      | Delta Railroad Construction Inc        | 2 | 3250    |
| 241  | Claude   | Parrell    |                                        | 1 | 2500    |
| 242  | John     | Cutler     | Cutler Machine Co Ltd                  | 0 | 0       |
| 243  | Dan      | Toppazzini | Weihmann Electric                      | 4 | 39400   |
| 244  | Ken      | VanAlstine |                                        | 0 | 0       |
| 245  | Vinnie   | Ussia      | Public Disposal & Recycling Inc        | 2 | 27750   |
| 246  | James    | Flake      | James G Flake & Sons Ltd               | 0 | 0       |
| 247  | Jason    | Turgeon    | E.T.A. Field Service Ltd               | 0 | 0       |
| 249  | Randy    | Swanson    | Swanson Farms                          | 1 | 4000    |
| 252  | Michel   | Denomme    | MD Transport                           | 2 | 62500   |
| 253  | Albert   | Tantalo    | Associate Builders                     | 1 | 3000    |
| 256  | James    | Fisher     | V&R Recycling                          | 4 | 2395.11 |
| 262  | Dan      | O'Hara     |                                        | 2 | 6000    |
| 266  | Shannon  | Schantz    |                                        | 1 | 56000   |
| 267  | Rick     | Sousa      | York Rail Inc                          | 3 | 4200    |
| 268  | Rick     | Sousa      |                                        | 1 | 1500    |
| 269  | Jim      | Price      |                                        | 1 | 9000    |
| 272  | Frank    | Ingratta   | Ingratta Cement                        | 1 | 57000   |
| 274  | Andrew   | Smith      |                                        | 1 | 2400    |
| 275  | Bob      | Hanna      |                                        | 0 | 0       |
| 276  | Jeff     | Walter     | L. Walter & Sons Excavating (2008) Ltd | 2 | 1300    |
| 279  | Dave     | Duguay     |                                        | 2 | 19000   |
| 282  | Michelle | Stephens   | Port Perry Salvage Inc                 | 7 | 35100   |
| 284  | Bruno    | Mannella   | Tri-R Industries Ltd                   | 0 | 0       |
| 287  | Stan     | Hamulecki  | Sunrise Equipment                      | 8 | 111200  |
| 5000 | David    | Slater     | Slater Iron And Salvage Company Ltd.   | 0 | 0       |
| 5001 | Adam     | Shapiro    | Gladiator Construction LLC             | 0 | 0       |
| 5002 | Martin   | MacDonald  |                                        | 0 | 0       |
| 5003 | Joshua   | Gray       | Industrial Railroad Services LLC.      | 0 | 0       |
| 5004 | Bill     | Lucaitis   | Tranco Industrial Services             | 0 | 0       |

|      |           |            |                                     |   |       |
|------|-----------|------------|-------------------------------------|---|-------|
| 5005 | Daniel    | Samford    | Herzog                              | 0 | 0     |
| 5006 | Azim      | Allaudin   | Robots Trading Inc                  | 0 | 0     |
| 5007 | Raford    | Bussey     | R. W. Bussey Construction Co., Inc. | 0 | 0     |
| 5008 | Steve     | Anderson   |                                     | 0 | 0     |
| 5009 | Andrew    | Robertson  | Robertson Equipment                 | 0 | 0     |
| 5010 | Gordon    | Black      | Logs End Inc.                       | 1 | 19000 |
| 5011 | Shazia    | Hussain    | Ontario Auto Wreckers And Parts     | 0 | 0     |
| 5012 | Ron       | Wallace    | Wallace Ventures Inc                | 0 | 0     |
| 5013 | Michael   | Perciasepe | Marvel Homes Inc                    | 0 | 0     |
| 5014 | Carlos    | Lopes      | Dixie Truck Centre LTD.             | 0 | 0     |
| 5015 | Lawrence  | Greco      | RPM Vehicle Sales                   | 0 | 0     |
| 5016 | Luc       | Bidal      | Hite Services Ltd                   | 0 | 0     |
| 5017 | David     | Matthews   | Oxy Technology                      | 0 | 0     |
| 5018 | Mark      | Brown      |                                     | 0 | 0     |
| 5019 | Adam      | Zarod      |                                     | 0 | 0     |
| 5020 | Terry     | Lemaster   |                                     | 0 | 0     |
| 5021 | Don       | Pitman     | Walker 7 Metals Inc                 | 0 | 0     |
| 5022 | Sat       | Sarju      | Sat's Snow And Landscaping          | 0 | 0     |
| 5023 | Ray       | Jarvinen   | ITEC 2000                           | 0 | 0     |
| 5024 | Steven    | Hofer      | Metro Piling Ltd                    | 0 | 0     |
| 5025 | Adam      | Bleile     | American Timber And Steel           | 1 | 75000 |
| 5026 | Shannon   | Schantz    | SJS Equity Group LLC                | 0 | 0     |
| 5027 | Harmanjit | Jhand      | Upper Canada Truck Sales            | 0 | 0     |
| 5028 | Kevin     | Milne      | Kevin's Moving                      | 0 | 0     |
| 5029 | Bryce     | Gibb       | Pacific Tri Star Inc.               | 0 | 0     |
| 5030 | Brett     | Hammel     | Langilles Truck Parts               | 0 | 0     |
| 5031 | Norman    | Khan       | Southwest International Inc         | 0 | 0     |
| 5032 | James     | Everatt    | North Shore Farming Company Ltd.    | 0 | 0     |
| 5033 | Leonardo  | Jimenez    | Precision Sheet Metal Products      | 0 | 0     |
| 5034 | Chuck     | Snow       | Traffix                             | 0 | 0     |
| 5035 | Maarten   | Muste      | Maarten Muste Farms                 | 2 | 4000  |
| 5036 | Stephen   | Beazley    | Leo J Beazley 1996 Limited          | 0 | 0     |
| 5037 | Rhonda    | Wright     | Richardssmallengines@yahoo.ca       | 1 | 2500  |
| 5038 | Ted       | Condon     | Northwest Industrial Service        | 0 | 0     |

|      |                |             |                                         |   |        |
|------|----------------|-------------|-----------------------------------------|---|--------|
| 5039 | Lavi           | Aulakh      | 1167877 Ont. Inc                        | 0 | 0      |
| 5040 | Myles          | Brooks      | Myles Brooks Trucking Inc               | 0 | 0      |
| 5041 | Steven         | Ritchot     | Great Plains Rail Contractors Inc.      | 0 | 0      |
| 5042 | Chester        | Bross       | C. B. Equipment, INC.                   | 0 | 0      |
| 5043 | Alain          | Gagnon      | Les ?quipements Forestiers A Gagnon Inc | 0 | 0      |
| 5044 | Bryant         | Cowan       | Cowan Machinery Sales Inc.              | 0 | 0      |
| 5045 | Fred           | Tedesco     | Nadco Landworks Inc.                    | 0 | 0      |
| 5046 | Peter          | Vokey       | Globoquip                               | 0 | 0      |
| 5047 | Doug           | Taylor      |                                         | 1 | 1600   |
| 5048 | Paul           | Pottschmidt |                                         | 0 | 0      |
| 5049 | Pierre         | Gagné       |                                         | 0 | 0      |
| 5050 | Tony           | Warmka      | Warmka Auction Company                  | 2 | 42000  |
| 5051 | Stefan         | Vangils     |                                         | 0 | 0      |
| 5052 | Oliver         | Boot        |                                         | 0 | 0      |
| 5053 | Raj            | Dhillon     | Edmonton Railway Contrracting Ltd       | 1 | 8000   |
| 5054 | Gagan          | Payal       |                                         | 0 | 0      |
| 5055 | Stuart         | Wright      |                                         | 0 | 0      |
| 5056 | Gary           | Fossum      | G.A. Fossum & Assoc. Inc.               | 0 | 0      |
| 5057 | Steven         | Perrott     | BMMetals                                | 0 | 0      |
| 5058 | Brett          | Askin       | Northcan Global Equipment               | 2 | 44100  |
| 5059 | Blondeau       | Martin      | Entreprises Martin Blondeau Inc         | 0 | 0      |
| 5060 | Steven         | Pratt       | Delta Railroad Construction, Inc.       | 0 | 0      |
| 5061 | David          | Horth       | R.e.l.a.m., Inc.                        | 1 | 143000 |
| 5062 | Edward         | Rutkevich   | Polytec                                 | 0 | 0      |
| 5063 | Matt           | Weenen      |                                         | 0 | 0      |
| 5064 | Dave           | Gibson      | Daveshauling                            | 0 | 0      |
| 5065 | Wayne          | Price       | Price Wood Products, Inc.               | 0 | 0      |
| 5066 | Christopher H. | Brackman    | West Ohio Tool Mfg.LLC                  | 0 | 0      |
| 5067 | Jay            | Harding     |                                         | 1 | 61000  |
| 5068 | Musa           | Bhamjee     |                                         | 0 | 0      |
| 5069 | Jamie          | Corbett     | Corbett Contracting                     | 2 | 4500   |
| 5070 | Jim            | Gunn        |                                         | 0 | 0      |
| 5071 | Bill           | Millar      | PNR Railworks Inc                       | 0 | 0      |
| 5072 | Curtis         | McPherson   |                                         | 0 | 0      |

|      |         |             |                                     |   |   |
|------|---------|-------------|-------------------------------------|---|---|
| 5073 | Glen    | Keats       | Mackia Land Design Ltd              | 0 | 0 |
| 5074 | Don     | Cordingley  |                                     | 0 | 0 |
| 5075 | Stephen | Ward        | Steve Ward Contracting L.t.d        | 0 | 0 |
| 5076 | Jeff    | Bouw        | Niagara Industrial Maintenance Ltd. | 0 | 0 |
| 5077 | Mike    | Oosterhouse | Us Trackworks LLC                   | 0 | 0 |
| 5078 | Marvin  | Teperman    | 1867888 Ontario Inc.                | 0 | 0 |
| 5079 | Faiz    | Rahman      | National Recycling Inc.             | 0 | 0 |
| 5080 | Curtis  | Klug        | R AND S                             | 0 | 0 |
| 5081 | Gregory | Fredericks  |                                     | 0 | 0 |

**tab W**

This is Exhibit "W" referred to in the Affidavit of Michael B. McIntosh sworn April 1, 2015



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*Commissioner for Taking Affidavits (or as may be)*

Katelin Zoe Parker, a Commissioner, etc.,  
Province of Ontario, for Fogler, Rubloff LLP,  
Barristers and Solicitors.  
Expires April 23, 2017.

D&S Railway  
Summary of Expenses  
As at 3/31/15

| D&S RAILWAY          |          |                   |                        |                     |                                 |           |           |
|----------------------|----------|-------------------|------------------------|---------------------|---------------------------------|-----------|-----------|
| REFURBISHIN          |          |                   |                        |                     |                                 |           |           |
| G AND                |          |                   |                        |                     |                                 |           |           |
| 11-7529-7800-22-0000 | REPAIRS  |                   |                        |                     |                                 |           |           |
| Trx Date             | Jrnl No. | Orig. Audit Trail | Distribution Reference | Orig. Master Number | Orig. Master Name               | Debit     | Credit    |
| 12/1/2014            | 207,553  | GLTRX00081523     | equip repair           |                     | ETA Field Serv #111414- repairs | 22,425.00 |           |
| 12/9/2014            | 208,200  | PMTRX00026216     | power wash equip       | 101                 | New Era Cleaning Solutions      | 1,920.00  |           |
|                      |          |                   |                        |                     |                                 | 24,345.00 | 0.00      |
|                      |          |                   |                        |                     |                                 |           | 24,345.00 |
| D&S RAILWAY          |          |                   |                        |                     |                                 |           |           |
| - TEMP               |          |                   |                        |                     |                                 |           |           |
| 11-7529-8107-22-0000 | LABOUR   |                   |                        |                     |                                 |           |           |
| Trx Date             | Jrnl No. | Orig. Audit Trail | Distribution Reference | Orig. Master Number | Orig. Master Name               | Debit     | Credit    |
| 11/25/2014           | 207,730  | PMTRX00026147     | Purchases              | D&S RAILWAY         | D&S Railway casual labour       | 1,375.00  |           |
|                      |          |                   |                        |                     |                                 | 1,375.00  | 0.00      |
|                      |          |                   |                        |                     |                                 |           | 1,375.00  |

**tab X**

This is Exhibit "X" referred to in the Affidavit of Michael B. McIntosh sworn April 1, 2015

A handwritten signature in dark ink, appearing to be 'K. Parker', written over a horizontal line.

*Commissioner for Taking Affidavits (or as may be)*

Katelin Zoe Parker, a Commissioner, etc.,  
Province of Ontario, for Fogler, Rubinoff LLP,  
Barristers and Solicitors.  
**Expires April 23, 2017.**

| Maynards Industries Ltd                |            |          |               |                                                                                                                                                                            |          |                |           |
|----------------------------------------|------------|----------|---------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|----------------|-----------|
| Sales Report                           |            |          |               |                                                                                                                                                                            |          |                |           |
| Auction Name: D&S Railway Construction |            |          |               |                                                                                                                                                                            |          |                |           |
| Location: Stevensville, ON             |            |          |               |                                                                                                                                                                            |          |                |           |
| Auction Date: 12/4/2014                |            |          |               |                                                                                                                                                                            |          |                |           |
| Auction Currency: USD                  |            |          |               |                                                                                                                                                                            |          |                |           |
| Consignment                            | Lot Number | Price    | Sold With Lot | Description                                                                                                                                                                | Bidder # | Buyers Premium | HST on BP |
| D&S Railway - MAIN                     | 1          | 2,500.00 |               | 2007 Ford E350 Cargo Van - 236,000 km S/N: 1FTSE34LX7DA45305                                                                                                               | 241      | 375.00         | 48.75     |
| D&S Railway - MAIN                     | 2          | 2,400.00 |               | 2003 GMC 2500HD 4x4 Pickup Truck w/ Cap, Compressor - 398,000 km S/N: 1GTHC24U03E348679                                                                                    | 274      | 360.00         | 46.80     |
| D&S Railway - MAIN                     | 3          | 4,000.00 |               | 2007 GMC 2500HD 4x4 Pickup Truck w/ Fisher 7.5' plow - 336,000 km S/N: 1GTHK24U97E122813                                                                                   | 249      | 600.00         | 78.00     |
| D&S Railway - MAIN                     | 4          | 3,250.00 |               | 2007 GMC 2500HD 4x4 Pickup Truck w/ Boss 8.5' V-plow, Alum Checker Plate Workbox/Fuel Tank - 313,000 km S/N: 1GTHK24U07E176579                                             | 234      | 487.50         | 63.38     |
| D&S Railway - MAIN                     | 5          | 1,500.00 |               | 1997 Chevrolet 2500 4x4 Pickup Truck w/ Arctic 7.5' Plow - 404,000 km S/N: 1GCGK24R3VE133973                                                                               | 268      | 225.00         | 29.25     |
| D&S Railway - MAIN                     | 6          | 5,250.00 |               | 2007 GMC 2500HD SLT 4x4 Crew Cab Pickup Truck w/ Duramax Diesel, Allison Transmission, Black Leather, Workbox/Fuel Tank - 302,000 km S/N: 1GTHK29D97E111853                | 245      | 787.50         | 102.38    |
| D&S Railway - MAIN                     | 7          | 1,600.00 |               | 2001 GMC 2500HD 4x4 Crew Cab Pickup Truck w/ Duramax Diesel, Allison Transmission, Tan Leather, Workbox/Fuel Tank **Front End Damage** - 367,000 km S/N: 1GTHK291X1E207939 | 5047     | 288.00         | 37.44     |
| D&S Railway - MAIN                     | 8          | 2,300.00 |               | 2003 Dodge Ram 4x4 Quad Cab Pickup Truck w/ Cummins Turbo Diesel, Black Leather, Workbox/Fuel Tank - 584,000 km S/N: 1D7KU28653J548761                                     | 226      | 345.00         | 44.85     |
| D&S Railway - MAIN                     | 9          | 500.00   |               | 1994 Dodge Ram 4x4 Pickup Truck W/ Flat Deck - 677,000 km S/N: 1B7KF26C9RS590169                                                                                           | 226      | 75.00          | 9.75      |
| D&S Railway - MAIN                     | 10         | 1,100.00 |               | 2000 Ford F350 XL SuperDuty 4x4 Quad Cab Service Truck w/ Setup for Rail Mount (not included), Workbox/Fuel Tank - 442,000 km S/N: 1FTSW31LXYEC49650                       | 267      | 165.00         | 21.45     |
| D&S Railway - MAIN                     | 11         | 3,000.00 |               | Salt Dawg Gas Powered Sand/Salt Spreader w/ Controller Box                                                                                                                 | 201      | 450.00         | 58.50     |
| D&S Railway - MAIN                     | 12         | 3,000.00 |               | Traction Master Gas Powered Sand/Salt Spreader w/ Controller Box                                                                                                           | 201      | 450.00         | 58.50     |
| D&S Railway - MAIN                     | 13         | 3,000.00 |               | Traction Master Electric Sand/Salt Spreader w/ Controller Box                                                                                                              | 201      | 450.00         | 58.50     |
| D&S Railway - MAIN                     | 14         | 3,000.00 |               | Sno Way Electric Sand/Salt Spreader w/ Controller Box                                                                                                                      | 201      | 450.00         | 58.50     |
| D&S Railway - MAIN                     | 15         | 3,000.00 |               | Finn T-30 Hydro Seeder                                                                                                                                                     | 253      | 450.00         | 58.50     |
| D&S Railway - MAIN                     | 16         | 2,250.00 |               | 1993 Ford E-350 Cube Van w/ 14' Alum Box **Not running** S/N: 1FDKE30H4PHB68717                                                                                            | 239      | 337.50         | 43.88     |

| Consignment            | Lot Number | Price     | Sold With Lot | Description                                                                                                                                       | Bidder # | Buyers Premium | HST on BP |
|------------------------|------------|-----------|---------------|---------------------------------------------------------------------------------------------------------------------------------------------------|----------|----------------|-----------|
| D&S Railway - MAIN     | 17         | 5,000.00  |               | 1986 Ford 8000 Boom Truck w/ Pitman HL 52 Boom - 340,000 km S/N: 1FDYW80U6GVA40739                                                                | 279      | 750.00         | 97.50     |
| D&S Railway - MAIN     | 18         | 19,000.00 |               | 1996 Volvo Autocar ACL Boom Truck w/ Serco 8000 Straight Boom, Cummins L6, Rail Mounted - 5719 hours S/N: 4V5SCBJH0TR515726                       | 5010     | 3,420.00       | 444.60    |
| D&S Railway - MAIN     | 19         | 22,500.00 |               | 2001 Mack CL713 Tri Axle Dump Truck w/ 20' Dump Box, E7 Engine, 8spd - 756,000 km S/N: 1M2AD62C11M011078                                          | 245      | 3,375.00       | 438.75    |
| D&S Railway - MAIN     | 20         | 47,000.00 |               | 2007 Kenworth T800 Tri Axle Dump Truck w/ 20' Dump Box, C15 - 561,000 km S/N: 1XKDDBOX47J933309                                                   | 231      | 7,050.00       | 916.50    |
| D&S Railway - MAIN     | 21         | 56,500.00 |               | 2006 Peterbilt 378 Tri Axle Highway Tractor w/ 16/46 axles, Cat C15 - 747,000 km S/N: 1XPFPBEX6D878848                                            | 252      | 8,475.00       | 1,101.75  |
| D&S Railway - MAIN     | 22         | 49,500.00 |               | 2007 Kenworth T800 Tandem Axle Highway Tractor w/ Cat C15, 46 rear axles - 510,000 km S/N: 1NKDXBTX17J988958                                      | 232      | 7,425.00       | 965.25    |
| D&S Railway - MAIN     | 23         | 36,000.00 |               | 2007 Paron Quad Axle 60T low-boy Trailer S/N: 2P9LB574571059594                                                                                   | 208      | 5,400.00       | 702.00    |
| D&S Railway - MAIN     | 24         | 15,000.00 |               | 1988 Talbert Tri-Axles 40T low-boy Trailer w/ Rails, Warn 16.5Ti Winch S/N: 40FW0483XJ1007725                                                     | 243      | 2,250.00       | 292.50    |
| D&S Railway - MAIN     | 25         | 5,500.00  |               | 2000 Alutrec 48' 5-Axle Alum Flat Deck w/ Air Ride S/N: 2T9F144W8XA133069                                                                         | 231      | 825.00         | 107.25    |
| D&S Railway - MAIN     | 26         | 6,500.00  |               | 2001 Thruway 48' 5-Axle Flat Deck Trailer w/ Groeneveld Auto Grease System, Air Ride S/N: 2T9FA485911011206                                       | 202      | 975.00         | 126.75    |
| D&S Railway - MAIN     | 27         | 3,500.00  |               | 1989 Trombone 48' Tandem Axle Flat Deck Trailer t/a 48' S/N: 2H8P0452XKR007401                                                                    | 216      | 525.00         | 68.25     |
| D&S Railway - MAIN     | 28         | 5,000.00  |               | 2001 JC 18' Tandem Axle Equipment Float S/N: 2J9B7V5CX2K001098                                                                                    | 201      | 750.00         | 97.50     |
| D&S Railway - Maynards | 29         | 4,000.00  |               | 2003 International 9900I Eagle Tandem Axle Boom Truck, Serco Lift boom w/ Serco 8000 Folding Boom **Cracked Engine Block** S/N: 2HSCHAPR03C074166 | 282      | 600.00         | 78.00     |
| D&S Railway - MAIN     | 29.01      | 9,000.00  |               | Sevco Boom Sevco Boom                                                                                                                             | 269      | 1,350.00       | 175.50    |
| D&S Railway - MAIN     | 30         | 500.00    |               | Double Axle Transport Dolly                                                                                                                       | 256      | 75.00          | 9.75      |
| D&S Railway - MAIN     | 31         | 2,500.00  |               | 2008 Continental Cargo 20' Alum Tandem Axle Landscaping Trailer S/N: 5NHUCCV289N057953                                                            | 5035     | 450.00         | 58.50     |
| D&S Railway - MAIN     | 32         | 2,000.00  |               | Specialty Lighting 30' Light Tower w/ Diesel Motor                                                                                                | 282      | 300.00         | 39.00     |
| D&S Railway - MAIN     | 33         | 2,000.00  |               | Ingersol Rand Portable Air Compressor w/ Diesel Motor                                                                                             | 5069     | 360.00         | 46.80     |
| D&S Railway - MAIN     | 34         | 2,500.00  |               | Design Space 10'x30' Office Trailer                                                                                                               | 5069     | 450.00         | 58.50     |
| D&S Railway - MAIN     | 35         | 2,050.00  |               | 8'x20' Office Trailer                                                                                                                             | 231      | 307.50         | 39.98     |
| D&S Railway - MAIN     | 36         | 2,050.00  |               | 8'x25' Office Trailer                                                                                                                             | 231      | 307.50         | 39.98     |
| D&S Railway - MAIN     | 37         | 21,000.00 |               | 1994 Champion 730a Series II Motor Grader S/N: 24724                                                                                              | 287      | 3,150.00       | 409.50    |
| D&S Railway - MAIN     | 38         | 25,000.00 |               | 2006 CAT 420E Backhoe w/ 6625hrs, 4X4 **Snowblade not Included, will be sold with bucket** S/N: CKMW00200                                         | 209      | 3,750.00       | 487.50    |
| D&S Railway - MAIN     | 39         | 26,250.00 |               | 2008 CAT 420E Backhoe w/ 5170hrs, 4X4 **Forks not Included, will be sold with bucket** S/N: PKMW02158                                             | 287      | 3,937.50       | 511.88    |
| D&S Railway - MAIN     | 40         | 22,000.00 |               | 2005 Cat 420D Backhoe w/ 4X4 S/N: BLN11960                                                                                                        | 5050     | 3,960.00       | 514.80    |
| D&S Railway - MAIN     | 41         | 20,000.00 |               | 2003 Cat 420D Backhoe w/ 8395 hrs, 4X4 S/N: BLN05422                                                                                              | 5050     | 3,600.00       | 468.00    |

| Consignment           | Lot Number | Price     | Sold With Lot | Description                                                                                                                                      | Bidder # | Buyers Premium | HST on BP |
|-----------------------|------------|-----------|---------------|--------------------------------------------------------------------------------------------------------------------------------------------------|----------|----------------|-----------|
| D&S Railway - MAIN    | 42         | 20,100.00 |               | 2003 Cat 420D Backhoe w/ 8646 hrs, 4X4 S/N: BLN05448                                                                                             | 5058     | 3,618.00       | 470.34    |
| D&S Railway - MAIN    | 43         | 24,000.00 |               | 2006 Cat 420D Backhoe w/ 4x4 **Forks not Included, will be sold with bucket and New Driver Door Glass** S/N: BLN13355                            | 5058     | 4,320.00       | 561.60    |
| D&S Railway - MAIN    | 44         | 14,000.00 |               | 1996 Cat 416 Turbo Backhoe w/ 4X4, 11,486 hrs S/N: 8ZK08804                                                                                      | 279      | 2,100.00       | 273.00    |
| D&S Railway - MAIN    | 45         | 57,000.00 |               | 2005 Cat Excavator w/ 48" bucket, 5462hrs **New Final Drive in Left Track** S/N: CAT0330DVMWP02693                                               | 272      | 8,550.00       | 1,111.50  |
| D&S Railway - MAIN    | 46         | 56,000.00 |               | 2006 Cat Excavator 2006 Caterpillar 330D Excavator Serial# CAT0330DEMWP00805 , w/48" Bucket, 6140 hrs                                            | 266      | 8,400.00       | 1,092.00  |
| D&S Railway - MAIN    | 47         | 19,500.00 |               | 1999 Case 9030B Excavator w/ Grapple Attachment S/N: DAC0302775                                                                                  | 214      | 2,925.00       | 380.25    |
| D&S Railway - MAIN    | 48         | 15,500.00 |               | 1986 Cat 215LC Excavator w/ Bucket S/N: 4HG01012                                                                                                 | 222      | 2,325.00       | 302.25    |
| D&S Railway - MAIN    | 49         | 0.00      | 69            | 2008 Cat 930H Loader w/ 4567 hrs, bucket S/N: DHC01005                                                                                           | 5067     | 0.00           | 0.00      |
| D&S Railway - MAIN    | 50         | 22,000.00 |               | 1998 Cat 928G Loader w/ 13,139 hrs, bucket S/N: 6XR00800                                                                                         | 282      | 3,300.00       | 429.00    |
| D&S Railway - MAIN    | 51         | 15,500.00 |               | 2001 Case 850H Dozer w/ 8821 hrs S/N: JJ0296146                                                                                                  | 287      | 2,325.00       | 302.25    |
| D&S Railway - Hockton | 51.01      |           |               | Toyota 25 5000lbs Outdoor Forklift w/ certified, new chains/ forks/hoses/seat, tune up, and oil change ** Tank not Included ** S/N: 405FG2521238 |          |                | 0.00      |
| D&S Railway - Hockton | 51.02      | 5,900.00  |               | Toyota 35 8000lbs Outdoor Forklift w/ runs well, needs little to safety S/N: 5FG-20034                                                           | 243      | 885.00         | 115.05    |
| D&S Railway - MAIN    | 52         | 22,500.00 |               | John Deere 6415 Tractor w/ 1863 hrs S/N: L06415D487220                                                                                           | 236      | 3,375.00       | 438.75    |
| D&S Railway - MAIN    | 53         | 4,750.00  |               | John Deere CX15 Wing Mower                                                                                                                       | 287      | 712.50         | 92.63     |
| D&S Railway - MAIN    | 54         | 3,250.00  |               | Buhler 960 2-Stage Snow Blower S/N: 204006810                                                                                                    | 201      | 487.50         | 63.38     |
| D&S Railway - MAIN    | 55         | 2,000.00  |               | CAT 2.5yrd Ditching Bucket                                                                                                                       | 287      | 300.00         | 39.00     |
| D&S Railway - MAIN    | 56         | 1,700.00  |               | Excavator Bucket                                                                                                                                 | 287      | 255.00         | 33.15     |
| D&S Railway - MAIN    | 57         | 800.00    |               | H&H 1.14yrd Bucket                                                                                                                               | 276      | 120.00         | 15.60     |
| D&S Railway - MAIN    | 58         | 800.00    |               | CAT 30HD .80yrd Bucket                                                                                                                           | 230      | 120.00         | 15.60     |
| D&S Railway - MAIN    | 59         | 500.00    |               | Backhoe Bucket                                                                                                                                   | 276      | 75.00          | 9.75      |
| D&S Railway - MAIN    | 60         | 500.00    |               | CAT Backhoe Bucket                                                                                                                               | 201      | 75.00          | 9.75      |
| D&S Railway - MAIN    | 61         | 500.00    |               | CAT Backhoe Bucket                                                                                                                               | 201      | 75.00          | 9.75      |
| D&S Railway - MAIN    | 62         | 500.00    |               | CAT Backhoe Bucket                                                                                                                               | 201      | 75.00          | 9.75      |
| D&S Railway - MAIN    | 63         | 500.00    |               | CAT Backhoe Bucket                                                                                                                               | 201      | 75.00          | 9.75      |
| D&S Railway - MAIN    | 64         | 500.00    |               | H&H Backhoe Bucket                                                                                                                               | 201      | 75.00          | 9.75      |
| D&S Railway - MAIN    | 65         | 1,500.00  |               | H&H HP3-4 Thumb Attachment                                                                                                                       | 201      | 225.00         | 29.25     |
| D&S Railway - MAIN    | 66         | 0.00      | 65            | Custom Made Trenching Attachment                                                                                                                 | 201      | 0.00           | 0.00      |
| D&S Railway - MAIN    | 67         | 0.00      | 65            | Custom Made Trenching Attachment                                                                                                                 | 201      | 0.00           | 0.00      |
| D&S Railway - MAIN    | 68         | 1,800.00  |               | Forks for Loader                                                                                                                                 | 234      | 270.00         | 35.10     |
| D&S Railway - MAIN    | 69         | 61,000.00 |               | Forks for Loader                                                                                                                                 | 5067     | 10,980.00      | 1,427.40  |
| D&S Railway - MAIN    | 70         | 2,300.00  |               | Forks for Loader                                                                                                                                 | 235      | 345.00         | 44.85     |
| D&S Railway - MAIN    | 71         | 2,300.00  |               | Forks for Loader                                                                                                                                 | 201      | 345.00         | 44.85     |
| D&S Railway - MAIN    | 72         | 2,500.00  |               | Forks for Loader                                                                                                                                 | 201      | 375.00         | 48.75     |
| D&S Railway - MAIN    | 73         | 2,500.00  |               | Forks for Loader                                                                                                                                 | 287      | 375.00         | 48.75     |
| D&S Railway - MAIN    | 74         | 50.00     |               | Lifting Fixture                                                                                                                                  | 225      | 7.50           | 0.98      |

| Consignment        | Lot Number | Price     | Sold With Lot | Description                                                              | Bidder # | Buyers Premium | HST on BP |
|--------------------|------------|-----------|---------------|--------------------------------------------------------------------------|----------|----------------|-----------|
| D&S Railway - MAIN | 75         | 1,700.00  |               | Canmac 28" Lifting Magnet                                                | 282      | 255.00         | 33.15     |
| D&S Railway - MAIN | 76         | 1,700.00  |               | Canmac 28" Lifting Magnet                                                | 282      | 255.00         | 33.15     |
| D&S Railway - MAIN | 77         | 1,700.00  |               | Canmac 28" Lifting Magnet                                                | 282      | 255.00         | 33.15     |
| D&S Railway - MAIN | 78         | 3,000.00  |               | 2007 CAT 2055901 Hydraulic Packer                                        | 213      | 450.00         | 58.50     |
| D&S Railway - MAIN | 79         | 1,000.00  |               | Hydraulic Packer                                                         | 225      | 150.00         | 19.50     |
| D&S Railway - MAIN | 80         | 2,500.00  |               | Hydraulic Grapple Attachment                                             | 202      | 375.00         | 48.75     |
| D&S Railway - MAIN | 81         | 200.00    |               | Lifting Fork Attachment                                                  | 216      | 30.00          | 3.90      |
| D&S Railway - MAIN | 82         | 4,000.00  |               | 10' Snow Blade for Backhoe                                               | 243      | 600.00         | 78.00     |
| D&S Railway - MAIN | 83         | 1,750.00  |               | Bateman 10' Snow Blade for Backhoe                                       | 201      | 262.50         | 34.13     |
| D&S Railway - MAIN | 84         | 3,000.00  |               | Boss 10' Snow Blade for Backhoe                                          | 262      | 450.00         | 58.50     |
| D&S Railway - MAIN | 85         | 3,000.00  |               | Western 10' Snow Blade for Backhoe                                       | 262      | 450.00         | 58.50     |
| D&S Railway - MAIN | 86         | 2,000.00  |               | CAT 10' Snow Blade for Backhoe                                           | 282      | 300.00         | 39.00     |
| D&S Railway - MAIN | 87         | 3,000.00  |               | Bateman 10' Snow Blade for Backhoe                                       | 213      | 450.00         | 58.50     |
| D&S Railway - MAIN | 88         | 18,000.00 |               | (6) Rail Tie Bins of Assorted Metal Parts and Rail Parts                 | 237      | 2,700.00       | 351.00    |
| D&S Railway - MAIN | 89         | 0.00      | 88            | (16) Metal Bins of Assorted Metal Rail Parts                             | 237      | 0.00           | 0.00      |
| D&S Railway - MAIN | 90         | 0.00      | 88            | (2) Metal Racks of Assorted Bolts and Tie Rods                           | 237      | 0.00           | 0.00      |
| D&S Railway - MAIN | 91         | 1,000.00  |               | New Railway End-Stop                                                     | 239      | 150.00         | 19.50     |
| D&S Railway - MAIN | 92         |           |               | (2) Railway Crossing Traffic Signals                                     |          |                | 0.00      |
| D&S Railway - MAIN | 93         | 4,000.00  |               | Quantity of Assorted Long Rails                                          | 237      | 600.00         | 78.00     |
| D&S Railway - MAIN | 94         | 37,000.00 |               | Approx. (40) Assorted Rails                                              | 227      | 5,550.00       | 721.50    |
| D&S Railway - MAIN | 95         | 0.00      | 94            | Large Quantity of Rail Plates w/ (2) Rails Underneath                    | 227      | 0.00           | 0.00      |
| D&S Railway - MAIN | 96         | 0.00      | 94            | Quantity of Rail Switches and Plates w/ (2) Rails Underneath             | 227      | 0.00           | 0.00      |
| D&S Railway - MAIN | 97         | 0.00      | 94            | Quantity of Rail Plates w/ (2) Rails Underneath                          | 227      | 0.00           | 0.00      |
| D&S Railway - MAIN | 98         | 0.00      | 94            | Quantity of Rail Plates w/ (2) Rails Underneath                          | 227      | 0.00           | 0.00      |
| D&S Railway - MAIN | 99         | 0.00      | 94            | (2) Piles of Long Rail Plates, Rail                                      | 227      | 0.00           | 0.00      |
| D&S Railway - MAIN | 100        | 0.00      | 94            | (5) Metal Bins of Assorted Rail Parts                                    | 227      | 0.00           | 0.00      |
| D&S Railway - MAIN | 101        | 0.00      | 94            | (2) Railway End-Stops                                                    | 227      | 0.00           | 0.00      |
| D&S Railway - MAIN | 102        | 0.00      | 94            | Quantity of Rail in Corner of Yard                                       | 227      | 0.00           | 0.00      |
| D&S Railway - MAIN | 103        | 8,500.00  |               | Quantity of Rubber Rail                                                  | 237      | 1,275.00       | 165.75    |
| D&S Railway - MAIN | 104        | 0.00      | 103           | Quantity of Rail Parts and Rail ** No Wood **                            | 237      | 0.00           | 0.00      |
| D&S Railway - MAIN | 105        | 0.00      | 103           | Railway End-Stop                                                         | 237      | 0.00           | 0.00      |
| D&S Railway - MAIN | 106        | 0.00      | 103           | Metal 4'x6' Spill Floor Container                                        | 237      | 0.00           | 0.00      |
| D&S Railway - MAIN | 107        | 0.00      | 103           | Crate with Hydraulic Equipment                                           | 237      | 0.00           | 0.00      |
| D&S Railway - MAIN | 108        | 0.00      | 103           | Quantity of Metal Buckets with Rail Parts w/ Skid of Assorted Rail Parts | 237      | 0.00           | 0.00      |
| D&S Railway - MAIN | 109        | 0.00      | 103           | Stack of Assorted Rail                                                   | 237      | 0.00           | 0.00      |
| D&S Railway - MAIN | 110        | 0.00      | 103           | Yellow Boom Bucket ** Not Complete **                                    | 237      | 0.00           | 0.00      |
| D&S Railway - MAIN | 111        | 2,600.00  |               | Fairmount Rail Lifter ** Not Complete **                                 | 235      | 390.00         | 50.70     |
| D&S Railway - MAIN | 112        | 0.00      | 111           | Rail Lifter                                                              | 235      | 0.00           | 0.00      |
| D&S Railway - MAIN | 113        | 0.00      | 111           | Rail Cart                                                                | 235      | 0.00           | 0.00      |
| D&S Railway - MAIN | 114        | 0.00      | 111           | Fairmount Track Bolter ** Not Complete **                                | 235      | 0.00           | 0.00      |
| D&S Railway - MAIN | 115        | 18,000.00 |               | Rail Grinder                                                             | 201      | 2,700.00       | 351.00    |
| D&S Railway - MAIN | 116        | 0.00      | 115           | 2011 Geismar Track Bolter                                                | 201      | 0.00           | 0.00      |

| Consignment            | Lot Number        | Price               | Sold With Lot | Description                                                                                                                                                                          | Bidder # | Buyers Premium    | HST on BP        |
|------------------------|-------------------|---------------------|---------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|-------------------|------------------|
| D&S Railway - MAIN     | 117               | 0.00                | 115           | Rail Cart                                                                                                                                                                            | 201      | 0.00              | 0.00             |
| D&S Railway - MAIN     | 118               | 7,000.00            |               | Track Bolter                                                                                                                                                                         | 201      | 1,050.00          | 136.50           |
| D&S Railway - MAIN     | 119               | 2,750.00            |               | Spike Puller                                                                                                                                                                         | 235      | 412.50            | 53.63            |
| D&S Railway - MAIN     | 120               | 2,500.00            |               | Spike Puller                                                                                                                                                                         | 5037     | 450.00            | 58.50            |
| D&S Railway - MAIN     | 121               | 350.00              |               | Rail Cart                                                                                                                                                                            | 267      | 52.50             | 6.83             |
| D&S Railway - MAIN     | 122               | 8,750.00            |               | Pettibone 441B Speed Swing with Mag 10,105 hrs                                                                                                                                       | 214      | 1,312.50          | 170.63           |
| D&S Railway - MAIN     | 123               | 0.00                | 122           | Pettibone Extendable Boom                                                                                                                                                            | 214      | 0.00              | 0.00             |
| D&S Railway - MAIN     | 124               | 0.00                | 122           | Bucket for Pettibone                                                                                                                                                                 | 214      | 0.00              | 0.00             |
| D&S Railway - MAIN     | 125               | 37,500.00           |               | 1999 Western Star Brant Rail Mounted Service Truck - 291,000 Miles & 592 hours S/N: 2WLPCCCJ6XK957119                                                                                | 287      | 5,625.00          | 731.25           |
| D&S Railway - MAIN     | 126               | 6,000.00            |               | 1991 Raglin Rail Mounted Tri-Axle Hopper S/N: 2R9A4P3G1M1011881                                                                                                                      | 252      | 900.00            | 117.00           |
| D&S Railway - MAIN     | 127               | 400.00              |               | International S1600 Water Truck ** Unplated, No Registration **                                                                                                                      | 256      | 60.00             | 7.80             |
| D&S Railway - MAIN     | 128               | 0.00                | 127           | Fibreglass Service Box w/ Cap                                                                                                                                                        | 256      | 0.00              | 0.00             |
| D&S Railway - MAIN     | 129               | 2,750.00            |               | 2000 Ford F350 XL SuperDuty 4x4 Quad Cab Service Truck w/ Rail Package - 257,000 km S/N: 1FTSW3IL8YEC49825                                                                           | 267      | 412.50            | 53.63            |
| D&S Railway - MAIN     | 130               | 7,500.00            |               | 2000 Ford F450 XL Superduty 4x4 Quad Cab Dually Service Truck w/ Rail Mounted, Service Deck, Hoist ** White Tank on Service Deck Not Included ** - 129,000 km S/N: 1FDXW47SXYEC07078 | 214      | 1,125.00          | 146.25           |
| D&S Railway - MAIN     | 131               | 5,200.00            |               | Promac 52C Brush Hog S/N: 25689                                                                                                                                                      | 231      | 780.00            | 101.40           |
| D&S Railway - MAIN     | 132               | 14,500.00           |               | Cat H120C Hoe Hammer                                                                                                                                                                 | 243      | 2,175.00          | 282.75           |
| D&S Railway - MAIN     | 133               | 3,250.00            |               | 1991 CBL Tri-Axle Log Trailer S/N: 2C93SHBS3MT088676                                                                                                                                 | 202      | 487.50            | 63.38            |
| D&S Railway - MAIN     | 134               | 995.11              |               | 20' Sea Container w/ Electrical, Work Bench                                                                                                                                          | 256      | 149.27            | 19.40            |
| D&S Railway - MAIN     | 135               | 1,500.00            |               | 20' Sea Container                                                                                                                                                                    | 5035     | 270.00            | 35.10            |
| D&S Railway - MAIN     | 136               | 8,000.00            |               | 1985 Geisner Tie Insertor S/N: 85027-195                                                                                                                                             | 5053     | 1,440.00          | 187.20           |
| D&S Railway - MAIN     | 137               | 7,500.00            |               | Bert Pike (Nordco) Railway Broom w/ 3723hrs S/N: 7916                                                                                                                                | 205      | 1,125.00          | 146.25           |
| D&S Railway - MAIN     | 138               | 500.00              |               | Rail Spiker ** Not Complete **                                                                                                                                                       | 256      | 75.00             | 9.75             |
| D&S Railway - MAIN     | 139               | 9,000.00            |               | Tamper                                                                                                                                                                               | 205      | 1,350.00          | 175.50           |
| D&S Railway - MAIN     | 140               | 75,000.00           |               | Pandrol & Jackson 6700 Tamper w/ 9,333 hrs                                                                                                                                           | 5025     | 13,500.00         | 1,755.00         |
| D&S Railway - MAIN     | 141               | 143,000.00          |               | 2006 Harsco (Jackson) 2400 Tamper w/ 2317 hrs, 3.9 Cummins Diesel S/N: 153366                                                                                                        | 5061     | 25,740.00         | 3,346.20         |
| <b>Totals</b>          |                   | <b>1,277,345.11</b> |               |                                                                                                                                                                                      |          | <b>203,742.77</b> | <b>26,486.56</b> |
| Total BP               | 203,742.77        |                     |               |                                                                                                                                                                                      |          |                   |                  |
| HST on BP              | 26,486.56         |                     |               |                                                                                                                                                                                      |          |                   |                  |
| Additional Consignor   | 5,900.00          |                     |               |                                                                                                                                                                                      |          |                   |                  |
| <b>Due to Maynards</b> | <b>236,129.33</b> |                     |               |                                                                                                                                                                                      |          |                   |                  |

**tab Y**

This is Exhibit "Y" referred to in the Affidavit of Michael B. McIntosh sworn April 1, 2015



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*Commissioner for Taking Affidavits (or as may be)*

Katelin Zoe Parker, a Commissioner, etc.,  
Province of Ontario, for Fogler, Rubinoff LLP,  
Barristers and Solicitors.  
Expires April 23, 2017.

Court File No. CV-14-10766-00CL

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

THE HONOURABLE

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TUESDAY, THE 23<sup>rd</sup> DAY

)

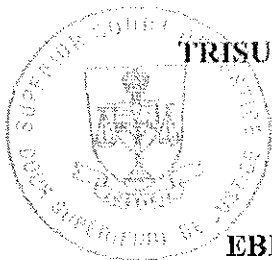
JUSTICE

Patillo

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OF DECEMBER, 2014

BETWEEN:

**TRISURA GUARANTEE INSURANCE COMPANY**

Applicant

- and -

**EBERSOLE EXCAVATING INC. AND D&S  
RAILWAY CONSTRUCTION INC.**

Respondents

**IN THE MATTER OF AN APPLICATION PURSUANT TO SECTION 47  
OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, c. B-3, AS  
AMENDED; AND SECTION 101 OF THE *COURTS OF JUSTICE ACT*,  
R.S.O. 1990, c. C.43, AS AMENDED**

**ORDER**

**(Appointment of Receiver)**

THIS MOTION made by the Trisura Guarantee Insurance Company ("Trisura") for an Order, pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "BIA") and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "CJA"), appointing Grant Thornton Limited ("GTL") as receiver (in such capacities, the "Receiver"), without security, of all of the assets, undertakings and properties of Ebersole Excavating Inc. and D & S Railway Construction Inc. (collectively, the "Debtors") acquired for, or used in relation to a business carried on by the Debtors, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of Stuart Detsky, sworn November 24, 2014 and the exhibits thereto, the first report of GTL dated December 15, 2014 (the "First Report"), prepared in GTL's capacity as interim receiver of the Debtors (in such capacity, the "Interim Receiver"), the Affidavit of Jacob Wiebe, sworn December 15, 2014 (the "Wiebe Affidavit"), the Affidavit of Ian Aversa, sworn December 15, 2014 (the "Aversa Affidavit") and on hearing the submissions of counsel for Trisura, counsel for the Interim Receiver, counsel for Darrell Ebersole, no one else appearing for any other party although duly served as appears from the affidavit of service of Andrew Hodhod, sworn December 16, 2014, the affidavit of service of Andrew Hodhod, sworn December 17, 2014 and on reading the consent of GTL to act as the Receiver,

#### **SERVICE**

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

#### **APPOINTMENT**

2. THIS COURT ORDERS that pursuant to section 243(1) of the BIA and section 101 of the CJA, GTL is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of the Debtors acquired for, or used in relation to a business carried on by the Debtors, including all proceeds thereof (the "Property").

#### **RECEIVER'S POWERS**

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

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;

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- (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (c) to manage, operate, and carry on the business of the Debtors, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtors;
- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including, without limitation, those conferred by this Order;
- (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtors or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtors and to exercise all remedies of the Debtors in collecting such monies, including, without limitation, to enforce any security held by the Debtors;
- (g) to settle, extend or compromise any indebtedness owing to the Debtors;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtors, for any purpose pursuant to this Order;
- (i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter

instituted with respect to the Debtors, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;

- (j) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,
  - (i) without the approval of this Court in respect of any transaction not exceeding \$50,000, provided that the aggregate consideration for all such transactions does not exceed \$200,000; and
  - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act*, or section 31 of the Ontario *Mortgages Act*, as the case may be, shall not be required, and in each case the Ontario *Bulk Sales Act* shall not apply;

- (l) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (m) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;

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- (n) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (o) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtors;
- (p) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtors, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtors;
- (q) to exercise any shareholder, partnership, joint venture or other rights which the Debtors may have; and
- (r) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations.

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

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

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

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

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

7. THIS COURT ORDERS that the Receiver shall provide each of the relevant landlords with notice of the Receiver's intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the Receiver's entitlement to remove any such fixture under the provisions of

- 7 -

the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Receiver, or by further Order of this Court upon application by the Receiver on at least two (2) days' notice to such landlord and any such secured creditors.

8. THIS COURT ORDERS that the title of proceedings in the within proceedings is amended to read as follows:

B E T W E E N:

TRISURA GUARANTEE INSURANCE COMPANY

Applicant

- and -

EBERSOLE EXCAVATING INC. AND D&S RAILWAY CONSTRUCTION INC.

Respondents

IN THE MATTER OF AN APPLICATION PURSUANT TO SECTION 47 OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, c. B-3, AS AMENDED; AND SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990, c. C.43, AS AMENDED

AND IN THE MATTER OF SECTION 243(1) OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, c. B-3, AS AMENDED; AND SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990, c. C.43, AS AMENDED

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

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

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

10. THIS COURT ORDERS that no Proceeding against or in respect of the Debtors or the Property shall be commenced or continued except with the written consent of the Receiver or

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

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

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

#### **NO INTERFERENCE WITH THE RECEIVER**

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

#### **CONTINUATION OF SERVICES**

13. THIS COURT ORDERS that all Persons having oral or written agreements with the Debtors or statutory or regulatory mandates for the supply of goods and/or services, including, without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Debtors are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and that the Receiver shall be entitled to the continued use of the Debtors' current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Debtors or

such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

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

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

#### **EMPLOYEES**

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

#### **PIPEDA**

16. THIS COURT ORDERS that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "Sale"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all

such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtors, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

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

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

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

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

**RECEIVER'S ACCOUNTS**

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

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

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

**FUNDING OF THE RECEIVERSHIP**

22. THIS COURT ORDERS that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$150,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "Receiver's Borrowings Charge") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise,

in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

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

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

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

#### **SERVICE AND NOTICE**

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

27. THIS COURT ORDERS that if the service or distribution of documents in accordance with the Protocol is not practicable, the Receiver is at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the Debtors' creditors or other interested parties at their respective addresses as

last shown on the records of the Debtors and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

#### **APPROVAL OF INTERIM RECEIVER'S REPORT AND ACTIVITIES**

*RP*  
28. THIS COURT ORDERS that the First Report and the activities of the Interim Receiver as described therein be and are hereby approved.

#### **APPROVAL OF FEES**

29. THIS COURT ORDERS that the fees and disbursements of the Interim Receiver, as described in the First Report and as set out in the Wiebe Affidavit, be and are hereby approved.

30. THIS COURT ORDERS that the fees and disbursements of the Interim Receiver's legal counsel, Aird & Berlis LLP, as described in the First Report and as set out in the Aversa Affidavit, be and are hereby approved. *RP*

#### **BANKRUPTCY OF THE DEBTORS**

31. THIS COURT ORDERS that the Receiver is authorized and directed to file assignments into bankruptcy for each of the Debtors.

32. THIS COURT ORDERS that Grant Thornton Limited is authorized to act as trustee in bankruptcy (in such capacity, the "Trustee") in respect of each of the Debtors.

33. THIS COURT ORDERS that the Receiver is authorized and directed to transfer up to \$15,000 to the Trustee for each of the bankruptcies of the Debtors, for a total amount of up to \$30,000 from funds held in the receivership estate in order to fund the bankruptcies of the Debtors.

#### **AUCTION OF CERTAIN EQUIPMENT**

34. THIS COURT ORDERS that the Receiver is authorized and permitted to assume and discharge the duties of the Interim Receiver, as set out in paragraph 28 of the Order of Mr.

Justice Newbould dated November 26, 2014 (the "Interim Receivership Order"), including holding the Remaining Funds (as defined in the Interim Receivership Order), pending further Order of the Court.

#### **GENERAL**

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

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

37. 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 Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

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

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

W. H. H. H. H.

ENTE SCIENTIFICO A LONDO  
ON/BO/CLIP  
LE/DANS LE MONDE.

[illegible]

## SCHEDULE "A"

## RECEIVER CERTIFICATE

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

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

1. THIS IS TO CERTIFY that Grant Thornton Limited, the receiver (the "Receiver") of the assets, undertakings and properties Ebersole Excavating Inc. and D & S Railway Construction Inc. (collectively, the "Debtors") acquired for, or used in relation to a business carried on by the Debtors, including all proceeds thereof (collectively, the "Property") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "Court") dated the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the "Order") made in an action having Court file number CV-14-10766-00CL, has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of \$ \_\_\_\_\_, being part of the total principal sum of \$ \_\_\_\_\_ which the Receiver is authorized to borrow under and pursuant to the Order.

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

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

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

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

- 2 -

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

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

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

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

Grant Thornton Limited, solely in its capacity as  
Receiver of Ebersole Excavating Inc. and D & S  
Railway Construction Inc., and not in its  
personal capacity

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

Name:

Title:

IN THE MATTER OF AN APPLICATION PURSUANT TO SECTION 47 OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, c. B-3, AS AMENDED; AND SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990, c. C.43, AS AMENDED

TRISURA GUARANTEE INSURANCE COMPANY - and - EBERSOLE EXCAVATING INC. AND D&S  
RAILWAY CONSTRUCTION INC.

Applicant

Respondents

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

PROCEEDINGS COMMENCED AT TORONTO

**ORDER  
(Appointment of Receiver)**

**BORDEN LADNER GERVAIS LLP**  
40 King Street West  
Toronto, Ontario  
M5H 3Y4

**ROGER JAIPARGAS**  
Tel: (416) 367-6266  
Fax: (416) 361-7067  
Email: [rjaipargas@blg.com](mailto:rjaipargas@blg.com)  
LSUC# 43275C

**ANDREW HODHOD**  
Tel: (416) 367-6290  
Fax: (416) 361-2799  
Email: [ahodhod@blg.com](mailto:ahodhod@blg.com)  
LSUC#66314K

Lawyers for Trisura Guarantee Insurance Company

IN THE MATTER OF AN APPLICATION PURSUANT TO SECTION 47 OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, c. B-3, AS AMENDED; AND SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990, c. C.43, AS AMENDED

TRISURA GUARANTEE INSURANCE COMPANY

- and -

EBERSOLE EXCAVATING INC. AND D&S  
RAILWAY CONSTRUCTION INC.

Applicant

Dec 22/14  
Respondents

Dec 23, 2014

R. Jaipargas - for moving party

S. Graft - for interim Receiver

R. Hanna - for Mr. Ebersole

On consent, order to issue appointing the interim Receiver a full Receiver. I am satisfied that it is just and convenient and appropriate in the circumstances.

The issues concerning approval of the interim Receiver's first report and the fees is adjourned on consent to 9:30 a.m. on January 16, 2015. In the absence of a resolution of those issues, a motion date will be set. Counsel for Mr. Ebersole of his position by January 12, 2015.

I am satisfied that the Receiver should be given the authorization to file arguments into Bankruptcy of the Debtors along with the auxiliary relief requested. Given the interim Receiver's information as to what has been happening at the Debtors, the powers under the BIA are required as soon as possible.

Order signed by me.

*[Signature]*

ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)

PROCEEDINGS COMMENCED AT TORONTO

MOTION RECORD  
(Appointment of Receiver)

BORDEN LADNER GERVAIS LLP  
40 King Street West  
Toronto, Ontario  
M5H 3Y4

ROGER JAIPARGAS  
Tel: (416) 367-6266  
Fax: (416) 361-7067  
Email: rjaipargas@blg.com  
LSUC# 43275C

ANDREW HODHOD  
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Email: ahodhod@blg.com  
LSUC#66314K

Lawyers for Trisura Guarantee Insurance Company

TOR01-5790341-v1

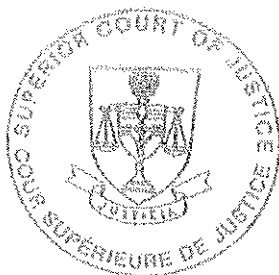
**tab Z**

This is Exhibit "Z" referred to in the Affidavit of Michael B. McIntosh sworn April 1, 2015



*Commissioner for Taking Affidavits (or as may be)*

**Kathleen Zoe Parker, a Commissioner, etc.,**  
Province of Ontario, for Fogler, Rubincoff LLP,  
Barristers and Solicitors.  
Expires April 23, 2017.



Court File No. CV-14-10766-00CL

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

THE HONOURABLE

JUSTICE

*Phillips*

)  
)  
)

FRIDAY, THE 16TH

DAY OF JANUARY, 2015

BETWEEN:

TRISURA GUARANTEE INSURANCE COMPANY

Applicant

- and -

EBERSOLE EXCAVATING INC. AND D&S RAILWAY CONSTRUCTION INC.

Respondents

IN THE MATTER OF AN APPLICATION PURSUANT TO SECTION 47 OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, c. B-3, AS AMENDED; AND SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990, c. C.43, AS AMENDED

AND IN THE MATTER OF SECTION 243(1) OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, c. B-3, AS AMENDED; AND SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990, c. C.43, AS AMENDED

**ORDER**

**THIS MOTION**, made by Maynards Industries Ltd., on notice, for an Order, *inter alia*, authorizing and directing the payment of the Harmonized Sales Tax ("**HST**") payable on account of the sale of various equipment authorized in these proceedings pursuant to the Orders made herein to date was heard this day at 330 University Avenue, Toronto, Ontario.

**ON READING** the Motion Record, including the Affidavit of Michael B. McIntosh, sworn January 14, 2015, filed, and on hearing submissions of counsel:

- 2 -

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and the Motion Record is hereby abridged and validated so that this motion is properly returnable today and hereby dispenses with further service thereof.
2. **THIS COURT AUTHORIZES, DIRECTS AND FURTHER ORDERS** that Maynards Industries Ltd. shall pay the sum of \$172,054.18 CDN from the proceeds of the auction conducted by Maynards on December 4, 2014 to Canada Revenue Agency in satisfaction of the outstanding HST liability, which funds are presently held in the account controlled jointly by Maynards Industries Ltd. and the Receiver, Grant Thornton Limited, and that the Receiver shall take any and all steps required in order to facilitate Maynards' payment of said funds in accordance herewith.

  
(Signature of Judge)

CLERK OF THE COURT  
OFFICE OF THE CLERK  
1000 UNIVERSITY AVENUE  
TORONTO, ONTARIO M5G 1K1

JAN 15 2015

NB

TRISURA GUARANTEE INSURANCE COMPANY

Applicant

-and- EBERSOLE EXCAVATING INC. AND D & S RAILWAY  
CONSTRUCTION INC.

Respondents

Court File No. CV-14-10766-00CL

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

PROCEEDING COMMENCED AT  
TORONTO

**ORDER**

**FOGLER, RUBINOFF LLP**

Lawyers

77 King Street West

Suite 3000, P.O. Box 95

Toronto Dominion Centre

Toronto, ON M5K 1G8

**Joel D. Farber (LSUC# 36690T)**

**Joshua R. Freeman (LSUC# 55823J)**

**Greg Azeff (LSUC #45324C)**

Tel: 416.864.9700

Fax: 416.941.8852

Lawyers for Maynards Industries Ltd.

January 16, 2015  
 B. daipangas)  
 J. Newman / for receiver

~~R. daipangas~~

J. Freeman - Maynards

The receiver seeks approval of those matters adjourned on its Dec 23, 2014 motion, particularly approval of the First Report, fees and disbursements of the interim receiver and its legal counsel.

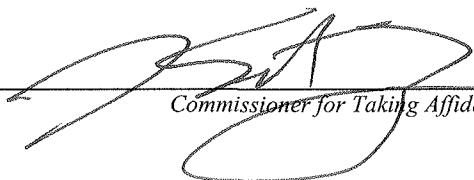
Those requesting the adjournment have not attended today although, arrived and take no position in opposition as I'm advised.

I am satisfied the order requested should issue. All interested parties have had sufficient time to respond. Order signed by me.

*[Signature]*

**tab AA**

This is Exhibit "AA" referred to in the Affidavit of Michael B. McIntosh sworn April 1, 2015



---

*Commissioner for Taking Affidavits (or as may be)*

Kaitlin Zoe Parker, a Commissioner, etc.,  
Province of Ontario, for Fogler, Rubinoff LLP,  
Barristers and Solicitors.  
**Expires April 23, 2017.**

## Invoice

Bidspotter, Inc.  
3006 Judson Street  
Suite 201  
Gig Harbor, WA 98335

| Date       | Invoice # |
|------------|-----------|
| 12/19/2014 | 15850     |

Bill To

Maynards Toronto  
75 International Blv Suite 102  
Toronto, Ontario M9W 6L9  
Canada

| Terms  | Due Date | Technician | Rep  | Event Number  |
|--------|----------|------------|------|---------------|
| Net 15 | 1/3/2015 | Steve Kokx | H_EM | bscmayna10030 |

| Date      | Item          | Description                                    | Qty     | Rate   | Amount    |
|-----------|---------------|------------------------------------------------|---------|--------|-----------|
| 12/4/2014 | 100 - Eve...  | Onsite - Event Fee: D & S Railway Construction |         | 350.00 | 350.00    |
|           | 105 - Eve...  | Event Labor Onsite                             |         | 600.00 | 600.00    |
|           | 110 - Eve...  | Event Commissions                              | 404,700 | 0.03   | 12,141.00 |
|           | 130 - Eve...  | Event - Per Diem                               | 3       | 60.00  | 180.00    |
|           | 140 - Car ... | Car Expenses                                   |         | 195.01 | 195.01    |
|           | 150 - Eve...  | Event - Hotel                                  |         | 245.73 | 245.73    |

Everyone at BidSpotter.com thanks you for your business! Please let us know how we may serve you!

**Total** \$13,711.74

Wire transfer information:  
Wells Fargo Bank, N.A.  
420 Montgomery  
San Francisco, CA 94101

**Payments/Credits** \$0.00

**Balance Due** \$13,711.74

Send email confirmation to: ar@bidspotter.com  
Fax: 1-815-301-9279

Account Information:  
BidSpotter, Inc.  
ABA/Routing: 121000248  
Acct #: 8084370181  
SWIFT BIC:WFBUS6S

Fax #

1-815-366-7901



1/21750393

# Invoice

Bidspotter, Inc.

| Date      | Invoice # |
|-----------|-----------|
| 2/11/2015 | 16181     |

|                                                                                          |
|------------------------------------------------------------------------------------------|
| Bill To                                                                                  |
| Maynards Toronto<br>75 International Blv Suite 102<br>Toronto, Ontario M9W 6L9<br>Canada |

| Terms  | Due Date  | Technician | Rep  | Event Number  |
|--------|-----------|------------|------|---------------|
| Net 15 | 2/26/2015 | Steve Kokx | H_EM | bscmayna10030 |

| Date       | Item         | Description                                | Qty | Rate   | Amount |
|------------|--------------|--------------------------------------------|-----|--------|--------|
| 12/24/2014 | 120 - Eve... | Event - Air Fare: D&S Railway Construction |     | 508.87 | 508.87 |

POSTED  
2/13

|                                                                                                   |              |          |
|---------------------------------------------------------------------------------------------------|--------------|----------|
| Everyone at BidSpotter.com thanks you for your business! Please let us know how we may serve you! | <b>Total</b> | \$508.87 |
|---------------------------------------------------------------------------------------------------|--------------|----------|

Wire transfer information:  
Wells Fargo Bank, N.A.  
420 Montgomery  
San Francisco, CA 94101

Send email confirmation to: ar@bidspotter.com  
Fax: 1-815-301-9279

Account Information:  
BidSpotter, Inc.  
ABA/Routing: 121000248  
Acct #: 8084370181  
SWIFT BIC:WFBIUS6S

|                |
|----------------|
| Fax #          |
| 1-815-366-7901 |

|                         |          |
|-------------------------|----------|
| <b>Payments/Credits</b> | \$0.00   |
| <b>Balance Due</b>      | \$508.87 |

**tab 2**

Court File No. CV-14-10766-00CL

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

BETWEEN:

TRISURA GUARANTEE INSURANCE COMPANY

Applicant

- and -

EBERSOLE EXCAVATING INC. AND D&S RAILWAY CONSTRUCTION INC.

Respondents

IN THE MATTER OF AN APPLICATION PURSUANT TO SECTION 47 OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, c. B-3, AS AMENDED; AND SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990, c. C.43, AS AMENDED

AND IN THE MATTER OF SECTION 243(1) OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, c. B-3, AS AMENDED; AND SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990, c. C.43, AS AMENDED

**AFFIDAVIT OF JOEL D. FARBER**

I, Joel D. Farber, of the City of Toronto, in the Province of Ontario, MAKE OATH AND SAY:

1. I am a partner with the law firm of Fogler, Rubinoff LLP ("**FR**"), the lawyers for Maynards Industries Ltd. ("**Maynards**"), and, as such, have knowledge of the matters contained in this affidavit. FR was retained by Maynards in respect of this matter on or about November 14, 2014.

2. The background facts giving rise to the dispute between Maynards and the Applicant are as set out in the affidavit of Mike McIntosh sworn April 1, 2015.

3. I negotiated the terms of the initial receivership order pursuant to which Maynards would conduct an auction for the sale of the assets Maynards had purchased from D&S Railway Construction Inc. with the Applicant's solicitor, Mr. Roger Jaipargas. Among the key items to resolve with the Applicant was the compensation to which Maynards would be entitled for conducting the auction, without prejudice to its claims to the auction proceeds.

4. The compensation for Maynards would be a Buyers Premium ("**BP**") which Maynards would be entitled to retain out of the auction proceeds. A BP is a percentage charged on all successful bids in accordance with the terms and conditions of the auction which is binding on all bidders.

5. Following up on earlier negotiations, Mr. Jaipargas and I had a discussion on the morning of November 26, 2014 wherein we discussed the resolution of the BP at 15% of the auction proceeds for Maynards, and that we would each seek instructions on that figure.

6. Mr. Jaipargas confirmed his instructions on a 15% BP by email date stamped as 9:21 a.m, a copy of which is attached hereto as **Exhibit "A"**.

7. I confirmed my instructions on a 15% BP by email sent at 10:50 a.m. and which included a draft of the proposed Order relating to the auction. Attached hereto as **Exhibit "B"** is a copy of my email sent at 10:50 a.m. together with the proposed order.

8. Following delivery of my email of 10:50 a.m., I noted that the terms of the draft Order did not address the online fees of 3% which would be an additional BP collected on online sales arising through the online auction service provider, Bidspotter.com.

9. I immediately called Mr. Jaipargas to discuss that we had omitted to deal with the online fees in our proposed terms. In that discussion, and to the best of my recollection, Mr. Jaipargas agreed that we would leave in the proposed terms previously discussed language providing for the collection of up to 18% BP specifically to allow for the collection of online fees from successful bidders. We discussed that Maynards would be entitled to its 15% as negotiated and the additional 3% would be paid to the online service provider where applicable (i.e. for successful online bids). The intent of our agreement was to ensure that the online fees would not come out of the 15% BP to go to Maynards, but that Maynards entitlement would be limited at all times to 15%.

10. At approximately 11:38 a.m., I received from Mr. Jaipargas the final language for the Order, including the language maintaining the ability to collect 18% BP.

11. I confirmed Maynards approval to the proposed terms at 11:57 am by email to Mr. Jaipargas. Attached hereto and marked as **Exhibit "C"** is a copy of this email.

12. Subsequently, when Maynards were settling their accounts, I was advised by Joshua Freeman of FR that Trisura was objecting to the payment of the online service fees to Bidspotter.com, being the 3% additional BP collected for online auction sales. Upon receiving that advice, I communicated to Mr. Jaipargas via email to remind him of our specific discussion and agreement as outlined above. Attached hereto as **Exhibit "D"** is a copy of the email exchange I had with Mr. Jaipargas concerning this issue on January 13 and 14, 2015.

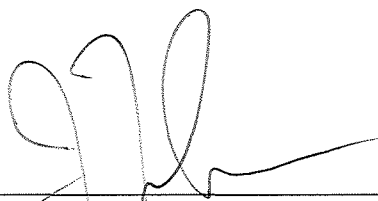
13. I note that Mr. Jaipargas refers in his email correspondence to the fact that we had negotiated a 15% BP inclusive of expenses. I agree. However, the online service fee was never part of the expenses which were being discussed. The expenses being discussed were out of pocket expenses for advertising, promotion and equipment/asset repair in preparation for auction. The additional 3% online BP was never part of our discussion concerning expenses.

14. I make this affidavit in support of an Order that the 3% BP collected in respect of online sales be paid to Bidspotter.com in accordance with its invoices dated December 19, 2014 and February 11, 2015, copies of which are attached hereto as **Exhibit "E"**, or alternatively be paid to Maynards or the Receiver for remittance to Bidspotter.com.

**SWORN BEFORE ME** at the City of  
Toronto, in the Province of Ontario on April  
2, 2015

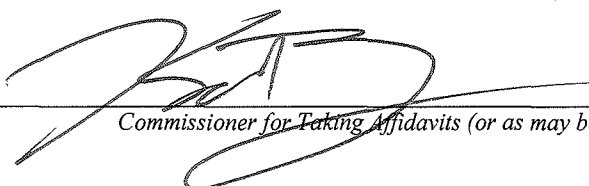
  
\_\_\_\_\_  
Commissioner for Taking Affidavits  
(or as may be)

Katelin Zoe Parker, a Commissioner, etc.,  
Province of Ontario, for Fogler, Rubinoff LLP,  
Barristers and Solicitors.  
Expires April 23, 2017.

  
\_\_\_\_\_  
**JOEL D. FARBER**

**tab A**

This is Exhibit "A" referred to in the Affidavit of Joel D. Farber  
sworn April 2, 2015



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*Commissioner for Taking Affidavits (or as may be)*

**Katelin Zoe Parker, a Commissioner, etc.,  
Province of Ontario, for Fogler, Rubinoff LLP,  
Barristers and Solicitors.  
Expires April 23, 2017.**

**From:** Jaipargas, Roger [mailto:RJaipargas@blg.com]  
**Sent:** Wednesday, November 26, 2014 9:21 AM  
**To:** Farber, Joel D.  
**Cc:** 'Steve Graff'; Ian Aversa; Wiebe, Jake; Sobel, Daniel; Freeman, Joshua R.  
**Subject:** RE: Ebersole

**WITHOUT PREJUDICE**

Hi Joel,

Further to our conference call of this morning, I have instructions to agree to 15% for the Maynards Portion of the Buyer's Premium. Below is the revised language for the order. The only change I made was that the 12% was changed to 15%. If you get instructions on that I think the only thing we need to see is your language for an endorsement that you would ask the Court to make regarding the reservation of rights for Maynards. Can you send me that as soon as possible? Thanks Joel.

Roger



Roger Jaipargas  
T 416-367-6266 | F 416-361-7067 | [rjaipargas@blg.com](mailto:rjaipargas@blg.com)  
Scotia Plaza, 40 King St W, Toronto, ON, Canada M5H 3Y4

---

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**From:** Jaipargas, Roger  
**Sent:** November-26-14 7:38 AM  
**To:** Farber, Joel D.  
**Cc:** 'Steve Graff'; Ian Aversa; Wiebe, Jake; Sobel, Daniel; Freeman, Joshua R. ([jfreeman@foglers.com](mailto:jfreeman@foglers.com))  
**Subject:** RE: Ebersole

**WITHOUT PREJUDICE**

Hi Joel,

I hope Steve or Ian can dial in at 8:30AM today. I am not sure who is available on their end. If so we can use the following dial in number:

Toll-free Dial-in: 1-800-387-6216  
 Local Dial-in: 416-443-4559  
 Conference ID: 1339651

Joel, subject to further comments from our client, the proposed IR and Steve, here is a revised version of the proposed language for the order:

THIS COURT ORDERS that the Interim Receiver is authorized to permit Maynards Industries Ltd. ("Maynards") to conduct an auction on December 4, 2014 (the "Auction") of the specific equipment listed at Schedule A to the Purchase and Sale Agreement between Maynards and D&S Railway Construction Inc. (the "Equipment"), subject to the following terms and conditions:

- 1) Maynards shall be entitled to collect a buyer's premium of up to 18% (the "Buyer's Premium") of the selling price of each individual piece of Equipment that is included in the Auction, but Maynards shall only be entitled to receive an amount that is equal to 15% of the selling price of each individual piece of Equipment that is included in the Auction (the "Maynards Portion of the Buyer's Premium"), subject to a reconciliation between the Interim Receiver and Maynards, as provided for in this order;
- 2) All proceeds of sale of the Equipment derived from the Auction shall be deposited by Maynards into a joint bank account (the "Joint Account") between Maynards and the Interim Receiver, including the amounts derived from the Buyer's Premium (the "Total Proceeds of Sale");
- 3) A reconciliation by Maynards and the Interim Receiver of the Buyer's Premium shall occur forthwith after the completion of the Auction and Maynards shall be paid the Maynards Portion Buyer's Premium from the Total Proceeds of Sale held in the Joint Account, with the balance of the Total Proceeds of Sale (the "Remaining Funds") being paid to the Interim Receiver forthwith;

- 4) The Remaining Funds shall be held by the Interim Receiver, pending further order of the Court; and
- 5) Without admission of any further entitlement of Maynards to the Remaining Funds, the potential claim of Maynards against the Remaining Funds shall be limited to \$1,350,000.

Roger



**Roger Jaipargas**  
 T 416-367-6266 | F 416-361-7067 | [rjaipargas@blg.com](mailto:rjaipargas@blg.com)  
 Scotia Plaza, 40 King St W, Toronto, ON, Canada M5H 3Y4

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 Calgary | Montréal | Ottawa | Toronto | Vancouver | Waterloo Region  
[blg.com](http://blg.com)



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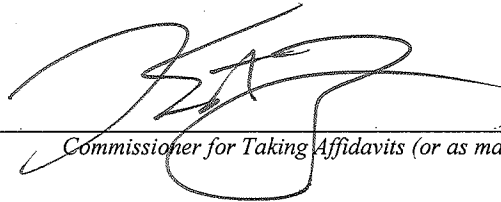
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**tab B**

This is Exhibit "B" referred to in the Affidavit of Joel D. Farber  
sworn April 2, 2015

A handwritten signature in black ink, appearing to read 'K. Parker', is written over a horizontal line.

*Commissioner for Taking Affidavits (or as may be)*

**Katelin Zoe Parker, a Commissioner, etc.,  
Province of Ontario, for Fogler, Rubinoff LLP,  
Barristers and Solicitors.  
Expires April 23, 2017.**

---

**From:** Farber, Joel D.  
**Sent:** Wednesday, November 26, 2014 10:50 AM  
**To:** Jaipargas, Roger  
**Cc:** 'Steve Graff'; Ian Aversa; Freeman, Joshua R.  
**Subject:** FW: Maynards D&S

Roger – this email confirms our instructions on behalf of Maynards, to consent to an Order as noted below, provided the Court makes an endorsement as follows:

Today's Order appointing the Interim Receiver is without prejudice to any person's rights, including to entitlement to all or any part of the proceeds arising from the sale of the Equipment by way of the Auction as authorized at paragraph xx of this Order.

THIS COURT ORDERS that the Interim Receiver is authorized to permit Maynards Industries Ltd. ("Maynards") to conduct an auction on December 4, 2014 (the "Auction") of the specific equipment listed at Schedule A to the Purchase and Sale Agreement between Maynards and D&S Railway Construction Inc. (the "Equipment"), subject to the following terms and conditions:

- 1) Maynards shall be entitled to collect and receive a buyer's premium of up to 15% (the "Buyer's Premium") plus HST of the selling price of each individual piece of Equipment that is included in the Auction;
- 2) All proceeds of sale of the Equipment derived from the Auction shall be deposited by Maynards into a joint bank account (the "Joint Account") between Maynards and the Interim Receiver, including the amounts derived from the Buyer's Premium (the "Total Proceeds of Sale");
- 3) A reconciliation by Maynards and the Interim Receiver of the Buyer's Premium shall occur forthwith after the completion of the Auction and Maynards shall be paid the Buyer's Premium plus HST thereon from the Total Proceeds of Sale held in the Joint Account, with the balance of the Total Proceeds of Sale (the "Remaining Funds") being paid to the Interim Receiver forthwith;
- 4) The Remaining Funds shall be held by the Interim Receiver, pending further order of the Court; and
- 5) In the event any of the Equipment remains unsold at the auction to be conducted on December 4, 2014, such Equipment shall be dealt with in the manner as may be agreed to by the Interim Receiver and Maynards, or by further Order of the Court.

fogler  
rubinoff

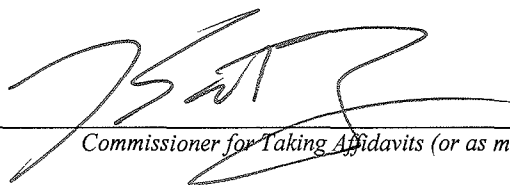
Joel D. Farber  
Partner  
Fogler, Rubinoff LLP  
Lawyers  
77 King Street West  
Suite 3000, P.O. Box 95  
TD Centre North Tower  
Toronto, ON M5K 1G8  
Direct: 416.365.3707  
Main: 416.864.9700  
Toll Free: 1.866.861.9700  
Fax: 416.941.8852  
Email: [jfarber@foglers.com](mailto:jfarber@foglers.com)  
[foglers.com](http://foglers.com)



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**tab C**

This is Exhibit "C" referred to in the Affidavit of Joel D. Farber  
sworn April 2, 2015



*Commissioner for Taking Affidavits (or as may be)*

**Kathleen Zoe Parker, a Commissioner, etc.,  
Province of Ontario, for Fogler, Rubinoff LLP,  
Barristers and Solicitors.  
Expires April 23, 2017.**

**From:** Farber, Joel D.  
**Sent:** Wednesday, November 26, 2014 11:57 AM  
**To:** 'Jaipargas, Roger'  
**Subject:** RE: Maynards D&S

Good to go.

**fogler  
rubinoff**

Joel D. Farber  
 Partner  
 Fogler, Rubinoff LLP  
 Lawyers  
 77 King Street West  
 Suite 3000, P.O. Box 95  
 TD Centre North Tower  
 Toronto, ON M5K 1G8  
 Direct: 416.365.3707  
 Main: 416.864.9700  
 Toll Free: 1.866.861.9700  
 Fax: 416.941.8852  
 Email: [jfarber@foglers.com](mailto:jfarber@foglers.com)  
[foglers.com](http://foglers.com)



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**From:** Jaipargas, Roger [<mailto:RJaipargas@blg.com>]  
**Sent:** Wednesday, November 26, 2014 11:47 AM  
**To:** Farber, Joel D.  
**Subject:** RE: Maynards D&S

I think that us captured in the definition no?

**From:** Farber, Joel D. [<mailto:jfarber@foglers.com>]  
**Sent:** November-26-14 11:44 AM

**To:** Jaipargas, Roger  
**Subject:** RE: Maynards D&S

Roger – should #3 also refer to HST being paid as per #1? Otherwise looks good to me. Awaiting Maynards approval, should be momentarily.

**fogler  
rubinoff**

Joel D. Farber  
 Partner  
 Fogler, Rubinoff LLP  
 Lawyers  
 77 King Street West  
 Suite 3000, P.O. Box 95  
 TD Centre North Tower  
 Toronto, ON M5K 1G8  
 Direct: 416.365.3707  
 Main: 416.864.9700  
 Toll Free: 1.866.861.9700  
 Fax: 416.941.8852  
 Email: [jfarber@foglers.com](mailto:jfarber@foglers.com)  
[foglers.com](http://foglers.com)



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**From:** Jaipargas, Roger [<mailto:RJaipargas@blg.com>]  
**Sent:** Wednesday, November 26, 2014 11:38 AM  
**To:** Farber, Joel D.  
**Cc:** 'Steve Graff'; Ian Aversa; Freeman, Joshua R.; Wiebe, Jake; Sobel, Daniel  
**Subject:** RE: Maynards D&S

Hi Joel,

Subject to seeking instructions on the following from Trisura, here is the revised language for both the order and the endorsement:

#### **Endorsement**

Today's Order appointing the Interim Receiver is without prejudice to any person's rights, including to entitlement to all or any part of the proceeds arising from the sale of the Equipment by way of the Auction as authorized by this Order.

#### **Order**

THIS COURT ORDERS that the Interim Receiver is authorized to permit Maynards Industries Ltd. ("Maynards") to conduct an auction on December 4, 2014 (the "Auction") of the specific equipment listed at Schedule A to the Purchase and Sale Agreement between Maynards and D&S Railway Construction Inc. (the "Equipment"), subject to the following terms and conditions:

- 1) Maynards shall be entitled to collect a buyer's premium of up to 18% plus HST (the "Buyer's Premium") of the selling price of each individual piece of Equipment that is included in the Auction, but Maynards shall only be entitled to receive an amount that is equal to 15% plus HST of the selling price of each individual piece of Equipment that is included in the Auction (the "Maynards Portion of the Buyer's Premium"), subject to a reconciliation between the Interim Receiver and Maynards, as provided for in this order;
- 2) All proceeds of sale of the Equipment derived from the Auction shall be deposited by Maynards into a joint bank account (the "Joint Account") between Maynards and the Interim Receiver, including the amounts derived from the Buyer's Premium (the "Total Proceeds of Sale");
- 3) A reconciliation by Maynards and the Interim Receiver of the Buyer's Premium shall occur forthwith after the completion of the Auction and Maynards shall be paid the Maynard's Portion of the Buyer's Premium thereon

from the Total Proceeds of Sale held in the Joint Account, with the balance of the Total Proceeds of Sale (the "Remaining Funds") being paid to the Interim Receiver forthwith;

- 4) The Remaining Funds shall be held by the Interim Receiver, pending further order of the Court; and
- 5) In the event any of the Equipment remains unsold at the Auction to be conducted on December 4, 2014, such Equipment shall be dealt with by further Order of the Court.

Thanks.

Roger



Roger Jaipargas  
T 416-367-6266 | F 416-361-7067 | [rjaipargas@blg.com](mailto:rjaipargas@blg.com)  
Scotia Plaza, 40 King St W, Toronto, ON, Canada M5H 3Y4

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---

**From:** Farber, Joel D. [<mailto:jfarber@foglers.com>]  
**Sent:** November-26-14 10:50 AM  
**To:** Jaipargas, Roger  
**Cc:** 'Steve Graff'; Ian Aversa; Freeman, Joshua R.  
**Subject:** FW: Maynards D&S

Roger – this email confirms our instructions on behalf of Maynards, to consent to an Order as noted below, provided the Court makes an endorsement as follows:

Today's Order appointing the Interim Receiver is without prejudice to any person's rights, including to entitlement to all or any part of the proceeds arising from the sale of the Equipment by way of the Auction as authorized at paragraph xx of this Order.

THIS COURT ORDERS that the Interim Receiver is authorized to permit Maynards Industries Ltd. ("Maynards") to conduct an auction on December 4, 2014 (the "Auction") of the specific equipment listed at Schedule A to the Purchase and Sale Agreement between Maynards and D&S Railway Construction Inc. (the "Equipment"), subject to the following terms and conditions:

- 1) Maynards shall be entitled to collect and receive a buyer's premium of up to 15% (the "Buyer's Premium") plus HST of the selling price of each individual piece of Equipment that is included in the Auction;

- 2) All proceeds of sale of the Equipment derived from the Auction shall be deposited by Maynards into a joint bank account (the "Joint Account") between Maynards and the Interim Receiver, including the amounts derived from the Buyer's Premium (the "Total Proceeds of Sale");
- 3) A reconciliation by Maynards and the Interim Receiver of the Buyer's Premium shall occur forthwith after the completion of the Auction and Maynards shall be paid the Buyer's Premium plus HST thereon from the Total Proceeds of Sale held in the Joint Account, with the balance of the Total Proceeds of Sale (the "Remaining Funds") being paid to the Interim Receiver forthwith;
- 4) The Remaining Funds shall be held by the Interim Receiver, pending further order of the Court; and
- 5) In the event any of the Equipment remains unsold at the auction to be conducted on December 4, 2014, such Equipment shall be dealt with in the manner as may be agreed to by the Interim Receiver and Maynards, or by further Order of the Court.



**Joel D. Farber**  
 Partner  
 Fogler, Rubinoff LLP  
 Lawyers  
 77 King Street West  
 Suite 3000, P.O. Box 95  
 TD Centre North Tower  
 Toronto, ON M5K 1G8  
 Direct: 416.365.3707  
 Main: 416.864.9700  
 Toll Free: 1.866.861.9700  
 Fax: 416.941.8852  
 Email: [jfarber@foglers.com](mailto:jfarber@foglers.com)  
[foglers.com](http://foglers.com)



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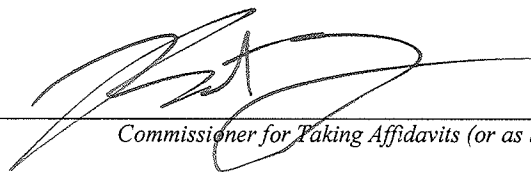
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**tab D**

This is Exhibit "D" referred to in the Affidavit of Joel D. Farber  
sworn April 2, 2015



*Commissioner for Taking Affidavits (or as may be)*

**Katelin Zoe Parker, a Commissioner, etc.,  
Province of Ontario, for Fogler, Rubinoff LLP,  
Barristers and Solicitors.  
Expires April 23, 2017.**

**From:** Farber, Joel D.  
**Sent:** Wednesday, January 14, 2015 7:16 AM  
**To:** RJaipargas@blg.com  
**Subject:** Re: Ebersole

Roger~ you are not recalling our specific discussion on this point which is the whole basis as to why we left in the right to charge up to 18 percent buyers premium. This was a separate item from the expenses. I very disappointed that you aren't able to our agreement whichever the entire basis for the clause in the agreement. I guess we will have to take it up with the Court.

----- Original message-----

**From:** Jaipargas , Roger  
**Date:** Wed, Jan 14, 2015 6:00 AM  
**To:** Farber, Joel D.;  
**Subject:**Re: Ebersole

Hi Joel,

Thank you for email. Joel I do not agree with your note below at all nor is it reflective of the provision of the order. You may recall during the discussions you had asked (I believe it was in a letter) for expenses for Maynards and we were not agreeable to that. We have now spent a lot of time on this issue as Josh first called me on this on Monday of this week (which is the first time I learned about this issue and the exchange issue you are raising with the receiver). Then he called me again yesterday. I am around this afternoon if you would like to speak. Thanks Joel.

Roger

Sent from my BlackBerry 10 smartphone on the Bell network.

**From:** Farber, Joel D.  
**Sent:** Tuesday, January 13, 2015 8:02 PM  
**To:** Jaipargas, Roger  
**Subject:** Ebersole

Roger~josh advises me that you dispute the 3% that is to go to the online auction service provider. This is precisely the reason why the agreement provides for the possibility of the 18 percent buyers premium. You and I specifically discussed and agreed to this. Call me tomorrow afternoon if you can. Thanks.

---

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**tab E**

This is Exhibit "E" referred to in the Affidavit of Joel D. Farber  
sworn April 2, 2015



---

*Commissioner for Taking Affidavits (or as may be)*

**Katelin Zoe Parker, a Commissioner, etc.,  
Province of Ontario, for Fogler, Rubinoff LLP,  
Barristers and Solicitors.  
Expires April 23, 2017.**

**Invoice**

Bidspotter, Inc.  
3006 Judson Street  
Suite 201  
Gig Harbor, WA 98335

| Date       | Invoice # |
|------------|-----------|
| 12/19/2014 | 15850     |

Bill To

Maynards Toronto  
75 International Blv Suite 102  
Toronto, Ontario M9W 6L9  
Canada

| Terms  | Due Date | Technician | Rep  | Event Number  |
|--------|----------|------------|------|---------------|
| Net 15 | 1/3/2015 | Steve Kokx | H_EM | bscmayna10030 |

| Date      | Item          | Description                                    | Qty     | Rate   | Amount    |
|-----------|---------------|------------------------------------------------|---------|--------|-----------|
| 12/4/2014 | 100 - Eve...  | Onsite - Event Fee: D & S Railway Construction |         | 350.00 | 350.00    |
|           | 105 - Eve...  | Event Labor Onsite                             |         | 600.00 | 600.00    |
|           | 110 - Eve...  | Event Commissions                              | 404,700 | 0.03   | 12,141.00 |
|           | 130 - Eve...  | Event - Per Diem                               | 3       | 60.00  | 180.00    |
|           | 140 - Car ... | Car Expenses                                   |         | 195.01 | 195.01    |
|           | 150 - Eve...  | Event - Hotel                                  |         | 245.73 | 245.73    |

Everyone at BidSpotter.com thanks you for your business! Please let us know how we may serve you!

**Total** \$13,711.74

Wire transfer information:  
Wells Fargo Bank, N.A.  
420 Montgomery  
San Francisco, CA 94101

**Payments/Credits** \$0.00

**Balance Due** \$13,711.74

Send email confirmation to: ar@bidspotter.com  
Fax: 1-815-301-9279

Account Information:  
BidSpotter, Inc.  
ABA/Routing: 121000248  
Acct #: 8084370181  
SWIFT BIC:WFBIUS6S

Fax #

1-815-366-7901

Bidspotter, Inc.

1/21750 415  
**Invoice**

| Date      | Invoice # |
|-----------|-----------|
| 2/11/2015 | 16181     |

|                                                                                          |
|------------------------------------------------------------------------------------------|
| Bill To                                                                                  |
| Maynards Toronto<br>75 International Blv Suite 102<br>Toronto, Ontario M9W 6L9<br>Canada |

| Terms  | Due Date  | Technician  | Rep  | Event Number  |
|--------|-----------|-------------|------|---------------|
| Net 15 | 2/26/2015 | Steve Kolxx | H_EM | bscmayna10030 |

| Date                  | Item         | Description                                | Qty | Rate   | Amount |
|-----------------------|--------------|--------------------------------------------|-----|--------|--------|
| 12/24/2014            | 120 - Eve... | Event - Air Fare: D&S Railway Construction |     | 508.87 | 508.87 |
| <b>POSTED</b><br>2/13 |              |                                            |     |        |        |
|                       |              |                                            |     |        |        |

Everyone at BidSpotter.com thanks you for your business! Please let us know how we may serve you!

**Total** \$508.87

Wire transfer information:  
Wells Fargo Bank, N.A.  
420 Montgomery  
San Francisco, CA 94101

**Payments/Credits** \$0.00

**Balance Due** \$508.87

Send email confirmation to: ar@bidspotter.com  
Fax: 1-815-301-9279

Account Information:  
BidSpotter, Inc.  
ABA/Routing: 121000248  
Acct #: 8084370181  
SWIFT BIC: WFBUS6S

|                |
|----------------|
| Fax #          |
| 1-815-366-7901 |

TRISURA GUARANTEE INSURANCE COMPANY

Applicant

-and-

EBERSOLE EXCAVATING INC. AND D & S RAILWAY  
CONSTRUCTION INC.

Respondents

Court File No. CV-14-10766-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

PROCEEDING COMMENCED AT  
TORONTO

**AFFIDAVIT JOEL D. FARBER**

**FOGLER, RUBINOFF LLP**

Lawyers  
77 King Street West  
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**Joel D. Farber (LSUC# 36690T)**  
**Joshua R. Freeman (LSUC# 55823J)**  
**Greg Azeff**  
Tel: 416.864.9700  
Fax: 416.941.8852

Lawyers for Maynards Industries Ltd.

TRISURA GUARANTEE INSURANCE COMPANY

Applicant

-and-

EBERSOLE EXCAVATING INC. AND D & S RAILWAY  
CONSTRUCTION INC.

Respondents

Court File No. CV-14-10766-00CL

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

PROCEEDING COMMENCED AT  
TORONTO

**RECORD OF MAYNARDS INDUSTRIES LTD. FOR  
THE DISTRIBUTION HEARING RETURNABLE MAY  
13, 2015**

**FOGLER, RUBINOFF LLP**

Lawyers

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Suite 3000, P.O. Box 95

Toronto Dominion Centre

Toronto, ON M5K 1G8

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