



No. B-150075
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA
IN BANKRUPTCY AND INSOLVENCY

**IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL
OF WILLIAMS MOVING & STORAGE (B.C.) LTD.**

NOTICE OF APPLICATION

Name of applicant: Williams Moving & Storage (B.C.) Ltd. (the “**Company**”)

To: Business Development Bank of Canada

Dundarave Mortgage Investment Corporation

BCMP Mortgage Investment Corporation by its administrative agent Pen-Cor Mortgage and Investment Advisors Ltd. and Pencor Capital Corp.

Trailer Wizards Ltd.

Unifor and Unifor Local 14

The Superintendent of Financial Institutions Canada

The Official Receiver

TAKE NOTICE that an application will be made by the Company to the presiding judge or master at the courthouse at 800 Smithe Street, Vancouver, British Columbia on February 19, 2015 at 9:45 a.m. for the orders set out in Part 1 below.

Part 1 ORDERS SOUGHT

1. An order abridging the time for service of this Notice of Application and the materials herein such that the application is properly returnable on February 19, 2015;
2. An order (the “**Prince Rupert Authorization Order**”):
 - (a) authorizing the sale of the Prince Rupert Properties (defined below) contemplated by:

- (i) the offer to purchase dated February 6, 2015 between Metlakatla Development Corporation (“**MDC**”) and the Company (the “**Kaien Road Agreement**”);
 - (ii) the offer to purchase dated February 6, 2015 among MDC, Williams Holdings Ltd. (“**Holdings**”) and the Company (the “**Metlakatla Road Agreement**”); and
 - (iii) the offer to purchase dated February 6, 2015 among MDC, Williams Transfer Ltd. (“**Transfer**”) and the Company (the “**Boulevard Agreement**”, and collectively with the Kaien Road Agreement and the Metlakatla Road Agreement, the “**Prince Rupert Agreements**”);
- (b) vesting in MDC the Prince Rupert Properties, free and clear of any security, charge or other restriction other than the Permitted Encumbrances (defined in the Prince Rupert Agreements); and
- (c) that the proceeds of sale of the Prince Rupert Properties shall stand in the place and stead of the Prince Rupert Properties, and from and after the Time of Closing (defined in the Prince Rupert Agreements) the Security Interests (defined below) shall attach to the proceeds of the sale of the Prince Rupert Properties with the same priority as they had with respect to the Prince Rupert Properties immediately prior to the sale, as if the Prince Rupert Properties had not been sold and remained in the possession or control of the person having had possession or control immediately prior to the sale of the Prince Rupert Properties.
3. An order (the “**LTS Authorization Order**”):
- (a) authorizing the sale of the Long-Term Storage Assets (defined below) contemplated by the offer to purchase and sale agreement dated February 11, 2015 between ABC Warehousing Ltd. and ABC Truck Leasing Ltd. (together “**ABC**”) and the Company (the “**LTS Agreement**”);
 - (b) vesting in ABC the Long-Term Storage Assets, free and clear of any liens, charges or encumbrances; and
 - (c) that the proceeds of sale of the Long-Term Storage Assets shall stand in the place and stead of the Long-Term Storage Assets, and from and after the Closing Date (as defined in the LTS Agreement) the Security Interests shall attach to the proceeds of the sale of the Long-Term Storage Assets with the same priority as they had with respect to the Long-Term Storage Assets immediately prior to the sale, as if the Long-Term Storage Assets had not been sold and remained in the possession or control of the person having had possession or control immediately prior to the sale of the Long-Term Storage Assets.
4. An order empowering and authorizing, but not obligating, the Company to sell, convey, transfer, lease or assign any of the assets of the Company outside of the ordinary course

of business with the consent of the NOI Trustee (defined below) and of PenCor (defined below), and without further approval of the Court in respect of any transaction not exceeding \$50,000, provided that the aggregate for all such transactions does not exceed \$300,000; and

5. An order that the time for filing the Company's proposal under Part III of the *Bankruptcy and Insolvency Act* ("BIA") be extended to 11:59 p.m. on Monday, April 6, 2015,

all substantially as set out in the forms of order attached hereto as Schedules "A", "B" and "C".

Part 2 FACTUAL BASIS

1. On January 21, 2015 (the "**Filing Date**"), the Company filed a Notice of Intention to Make a Proposal (the "**NOI**") pursuant to section 50.4 of the *Bankruptcy and Insolvency Act* (the "**BIA**"). Deloitte Restructuring Inc. was appointed as trustee under the NOI (in such capacity, the "**NOI Trustee**").
2. The Company is a corporation amalgamated pursuant to the laws of British Columbia with its head office and main location of operations at 2401 United Boulevard, Coquitlam, British Columbia.
3. The Company, Transfer and Holdings collectively are referred to herein as the "**Williams Group**".
4. For approximately 86 years prior to the Filing Date, the Company provided moving, storage and freight forwarding services in Western Canada. As at the Filing Date the Company employed approximately 171 staff and 49 contractors and had facilities in Coquitlam, Victoria, Prince George, Prince Rupert, Terrace, Kelowna and Calgary. The premises the Company operated out of are owned primarily by either Holdings or Transfer, and the operating assets used in the Company's business are primarily owned by the Company. The Company and its predecessors have always been the main operating entities of the Williams Group.
5. The Company has suffered losses in its business of approximately \$18 million since 2007 which losses have been funded by other members of the Williams Group. The Company's financial difficulties were caused or contributed to by:
 - (a) declining margins due to increased labour and fuel costs;
 - (b) a decline in corporate and government clients; and
 - (c) increased competition from small independent moving companies.
6. In or around July 2014, the Williams Group began discussions with Deloitte Restructuring Inc. ("**Deloitte**") with a view to restructuring its affairs and returning the Company's operations to profitability. The Williams Group formally engaged Deloitte in October 2014.

7. Through internal review and with the assistance of Deloitte, it became apparent that the Company's business had severe cash flow issues and that, notwithstanding the loans and advances from other members of the Williams Group, the economics were such that the continued losses were likely to continue into the foreseeable future.
8. Starting in or around September 2014, the Williams Group began the process of identifying possible purchasers for the Company's business as a going concern, either as a whole or by sale of its divisions. As part of its analysis, the Williams Group considered the nature of the Company's operations and focussed on those parties which operated (or had shown interest in operating) similar businesses to the Company in the relevant geographic areas, and who, given the Company's cash flow issues, would be in a position to negotiate and complete a purchase quickly.
9. By early December 2014, the extent of the Company's cash flow issues had become clearer and the Williams Group determined that its best option was to sell the Company's assets, as well as certain assets of Holdings and Transfer, in order to realize on the value of those assets.
10. By January 2015, the Company's cash flow issues had become critical. In order to allow the Company time to wind down its operations and realize on its assets in an orderly manner, and for the Company to have the opportunity to formulate and make a proposal to its creditors, the Company's directors resolved to file the NOI on the Filing Date.
11. Pursuant to the Company's books and records:
 - (a) its assets primarily comprise accounts receivable, packaging inventory, shares in United Van Lines (Canada) Ltd., equipment, real property and long-term storage client contracts; and
 - (b) the Company's estimated liabilities as at the Filing Date were:
 - (i) approximately \$12.9 million to the Lenders (defined below) and other secured creditors; and
 - (ii) approximately \$20.5 million to its unsecured creditors.

Asset Sales

12. One of the parties identified by the Williams Group in the course of the process described in paragraph 8 above was Metlakatla Development Corporation ("MDC"), which is party to a joint venture agreement with the Company, pursuant to which the joint venture entity, Gat Leedm LLP ("Gat Leedm"), has provided overland transportation services from two properties owned by the Williams Group in Prince Rupert, British Columbia, more particularly described as:
 - (a) PID: 005-880-971

Lot A District Lot 251 Range 5 Coast District Plan 9668 Except Plan 11090

(the “**1600 Property**”), of which Transfer is the registered and beneficial owner; and

- (b) PID: 004-733-100

Lot 1 District Lot 251 Range 5 Coast District Plan 11090

(the “**1651 Property**”), of which Transfer is the registered owner and the Company is the beneficial owner.

The 1600 Property and the 1651 Property together are referred to in herein as the “**Boulevard Properties**”.

13. Given the relationship between MDC and the Company, and the fact that Gat Leedm has a verbal lease agreement with the Williams Group for the use of the Boulevard Properties, the Williams Group considered MDC to be the party likely to provide the most advantageous offer to purchase the Boulevard Properties and two other properties owned by the Williams Group in the same vicinity, more particularly described as:

- (a) PID: 007-364-091

Lot 24 District Lot 251 Range 5 Coast District Plan 8614

(the “**Kaien Road Property**”), of which the Company is the registered and beneficial owner; and

- (b) PID: 007-364-113

Lot 25 District Lot 251 Range 5 Coast District Plan 8614

(the “**Metlakatla Road Property**”), of which Holdings is the registered owner and the Company is the beneficial owner.

The Boulevard Properties, the Kaien Road Property and the Metlakatla Road Property, together with certain incidental personal property owned by the Company and located at the Boulevard Properties, the Kaien Road Property and the Metlakatla Road Property, collectively are referred to herein as the “**Prince Rupert Properties**”.

14. To that end, in October 2014, the Williams Group began negotiations with MDC for the purchase of the Prince Rupert Properties, which ultimately led to the parties entering into the Prince Rupert Agreements.

15. The key terms of the Prince Rupert Agreements are:

- (a) aggregate purchase price of \$3,176,750;
- (b) closing to occur on February 20, 2015, subject to extension; and

- (c) closing is conditional upon the Company obtaining the Prince Rupert Authorization Order.
16. In or around November 2014, the Williams Group approached on a confidential basis three parties it had identified as part of the process identified in paragraph 8 above as prospective purchasers for the Company's business. In or around early December 2014, the Company began discussions with the principal of one of those prospective purchasers, ABC Warehousing Ltd. and ABC Truck Leasing Ltd. (together, "ABC"), which is an arm's length entity which is also in the moving and storage business.
17. In the course of those discussions, in or around mid-December 2014, the Company and ABC entered into negotiations for the purchase and sale of the Company's personal property assets (warehouse assets and customer contracts) utilized in the Company's operation of long-term storage facilities at Coquitlam, Prince George, Kelowna and Calgary (collectively, the "**Long-Term Storage Assets**").
18. Those negotiations culminated in the Company and ABC entering into the LTS Agreement, the key terms of which are:
- (a) purchase price of \$221,638, subject to adjustments in respect of the number and value of customer contracts remaining at the Closing Date (defined in the LTS Agreement);
 - (b) closing to occur on or before February 21, 2015; and
 - (c) closing is conditional upon a satisfactory inspection by ABC of the tangible Long-Term Storage Assets and upon the Company obtaining the LTS Authorization Order.
19. The Williams Group continues to negotiate with a number of potential purchasers for the Company's assets and certain assets of Holdings and Transfer, and is also in the process of reviewing the proposals received from auctioneers and expects to be in a position to enter into an agreement with one of those auctioneers soon. The Williams Group has also engaged a realtor to undertake a sale process in respect of specific Williams Group real property.
20. While it is anticipated that the value of the Company's assets that are sold in any of the upcoming transactions will be greater than \$50,000, there may be a number of smaller transactions which would be beneficial for the Company and its creditors, but the cost of seeking Court approval for each individual transaction may outweigh the benefit of completing such transactions.

The Proposal

21. The assets of the Williams Group are subject to the following security:
- (a) general security agreements in favour of:

- (i) Business Development Bank of Canada (“**BDC**”);
 - (ii) Dundarave Mortgage Investment Corporation (“**Dundarave**”);
 - (iii) BCMP Mortgage Investment Corporation by its administrative agent Pen-Cor Mortgage and Investment Advisors Ltd. and Pencor Capital Corp. (collectively, “**PenCor**”, and collectively with BDC and Dundarave, the “**Lenders**”); and
 - (iv) Trailer Wizards Ltd. (in respect of the Company’s personal property only);
- (b) mortgages of real property in favour of the Lenders. Each of the Williams Group entities has provided is a co-obligor in respect of these mortgages; and
- (c) security in favour of equipment suppliers in respect of specific items of equipment supplied to the Company.

The security interests in the Prince Rupert Properties and the Long-Term Storage Assets in favour of the Lenders collectively are referred to herein as the “**Security Interests**”.

22. As a result of the Company filing the NOI, an event of default has occurred pursuant to the security in favour of the Lenders and absent the stay created by the NOI they would be in a position to enforce their security against the Williams Group.
23. The Company believes that a greater net recovery can be achieved for the Company’s creditors by allowing the Williams Group to continue the orderly realization process because:
- (a) of the costs and delay associated with an enforcement process, as well as the likely lesser value achievable for the assets in a forced liquidation scenario; and
 - (b) the Company’s assets are not sufficient to satisfy its secured obligations in full, with the result that Holdings and Transfer will be liable for any shortfall the Lenders suffer. Therefore, Holdings and Transfer have an interest in ensuring the highest possible recovery from the Williams Group assets at the lowest possible cost.
24. Because the Company’s assets are not sufficient to satisfy its secured obligations to the Lenders, a proposal to the unsecured creditors represents their best chance for any recovery on their debts. Notwithstanding that they have already funded significant losses incurred by the Company, Transfer and Holdings intend to fund a proposal that will provide a return to the Company’s unsecured creditors and payment of the obligations in respect of employees and pension contribution shortfalls referred to in subsection 65.13(8) of the BIA. Transfer and Holdings also are prepared to forego any distribution in the proposal.
25. Since the Filing Date, management of the Williams Group has been almost exclusively focussed on preserving and completing those asset sales that were negotiated prior to the

Filing Date and implementing the sales process for its remaining assets. The Company has also, among other things:

- (a) assisted pre-arranged moving customers to contact alternative service providers;
 - (b) assisted customers collect their goods held in transit or in storage;
 - (c) identified and disclaimed onerous contracts pursuant to section 65.11 of the BIA;
 - (d) collected accounts receivable;
 - (e) secured and decommissioned Company assets, and collected documents, at various sites; and
 - (f) finalized outstanding employee wages, contractor payments and trade payables.
26. The Company has acted, and continues to act, in good faith and with due diligence.
27. The NOI Trustee has reviewed the Company's cash flow projection for the period ending April 29, 2015 and is of the view that the Company will have sufficient funds to meet its current obligations through to April 29, 2015.

Part 3 LEGAL BASIS

1. Rules 11 to 13 of the *Bankruptcy and Insolvency Rules* and Part III of Division I of the BIA.

Sale of Assets

2. The Company relies on section 65.13 of the BIA and the inherent jurisdiction of this Honourable Court.
3. *Re Komtech Inc.*, 2011 ONSC 3230.
4. The Company submits that the process leading to the proposed sales of the Prince Rupert Properties and the Long-Term Storage Assets was reasonable in the circumstances, given that it involved negotiations with arm's length purchasers with the assistance of counsel over a period of months commencing before the Filing Date. The Company further submits that such sales will lead to a greater net return to the Company's creditors than a forced liquidation sale in bankruptcy (or receivership).
5. The Company considered objective criteria in determining whether the consideration payable pursuant to the Prince Rupert Agreements and the LTS Agreement was reasonable. Further, given that Transfer and Holdings will be liable to the Lenders for any shortfall on their secured claim against the Company, it is in the interests of Williams Group to achieve the highest value for the Company's assets as is reasonably possible in the circumstances.

6. Any potential sale of the Company's assets of a value less than \$50,000 will be subject to the approval by the NOI Trustee and PenCor, ensuring that creditors' interests are protected without incurring the costs associated with Court applications that might otherwise render completion of such sales unviable.
7. Transfer and Holdings intend to fund a proposal that will provide a return to the Company's unsecured creditors and provide for the payments that are required under paragraphs 60(1.3)(a) and (1.5)(a) of the BIA.

Extension of Period for Filing Proposal

8. The Company relies on section 50.4(9) of the BIA.
9. *Re Royalton Banquet and Convention Centre Ltd.*, [2007] O.J. No. 2352.
10. Transfer and Holdings intend to fund a proposal to the Company's creditors, who would receive nothing on a bankruptcy (or receivership) of the Company. However, until the realization of the assets of the Company and certain assets of Transfer and Holdings is substantially complete, Transfer and Holdings are unable to ascertain the amount of equity that will be available to them to fund the proposal.
11. The Company has acted, and is acting, in good faith and with due diligence and continues to pursue the preservation and completion of asset sales and reduction of costs with the assistance of the NOI Trustee.
12. The Company is unaware of any creditor which would be materially prejudiced if the extension being applied for were granted.
13. The Company submits that, in the circumstances, the extension sought is appropriate and necessary.

Part 4 MATERIAL TO BE RELIED ON

1. First Report to the Court of Deloitte Restructuring Inc. dated February 16, 2015.
2. 1st Affidavit of George James (Jim) Williams sworn February 16, 2015.

The applicant estimates that the application will take 30 minutes.

This matter is not within the jurisdiction of a master.

TO THE PERSONS RECEIVING THIS NOTICE OF APPLICATION: If you wish to respond to this Notice of Application, you must, within 5 business days after service of this Notice of Application or, if this application is brought under Rule 9-7, within 8 business days after service of this Notice of Application,

- (a) file an Application Response in Form 33,
- (b) file the original of every affidavit, and of every other document, that
 - (i) you intend to refer to at the hearing of this application, and
 - (ii) has not already been filed in the proceeding, and
- (c) service on the applicant 2 copies of the following, and on every other party of record one copy of the following:
 - (i) a copy of the filed Application Response;
 - (ii) a copy of each of the filed affidavits and other documents that you intend to refer to at the hearing of this application and that has not already been served on that person;
 - (iii) if this application is brought under Rule 9-7, any notice that you are required to give under Rule 9-7(9).

Dated: 17-Feb-2015



Signature of Vicki Tickle
Lawyer for Applicant, Williams Moving & Storage (B.C.) Ltd.

To be completed by the court only:

Order made

in the terms requested in paragraphs of Part 1 of this Notice of Application

with the following variations and additional terms:

.....
.....
.....

Date:

.....
Signature of Judge Master

The Solicitors for the Applicant are Fasken Martineau DuMoulin LLP, whose office address and address for delivery is 2900 - 550 Burrard Street, Vancouver, BC V6C 0A3 Telephone: +1 604 631 3131 Facsimile: +1 604 631 3232. (Reference: Vicki Tickle/254284.00015)

SCHEDULE "A"

No. B-150075
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA
IN BANKRUPTCY AND INSOLVENCY

IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL
OF WILLIAMS MOVING & STORAGE (B.C.) LTD.

ORDER MADE AFTER APPLICATION

BEFORE)))
)))
)	THE HONOURABLE)
)	JUSTICE)
))
))
))
))

February 19, 2015

ON THE APPLICATION OF Williams Moving & Storage (B.C.) Ltd. (the "**Company**") coming on for hearing at Vancouver, British Columbia on Thursday, February 19, 2015 and on hearing <name of party/lawyer>, counsel for the Company, and those counsel listed in Schedule "A" hereto;

THIS COURT ORDERS that:

1. The time for service of the Notice of Application and materials referred to therein be and is hereby abridged and the Notice of Application is properly returnable today.
2. The sale of the Company's assets (the "**Transaction**") contemplated by:
 - (a) the offer to purchase dated February 6, 2015 between Metlakatla Development Corporation ("**MDC**") and the Company (the "**Kaien Road Agreement**");
 - (b) the offer to purchase dated February 6, 2015 among MDC, Williams Holdings Ltd. ("**Holdings**") and the Company (the "**Metlakatla Road Agreement**"); and
 - (c) the offer to purchase dated February 6, 2015 among MDC, Williams Transfer Ltd. ("**Transfer**") and the Company (the "**Boulevard Agreement**", and collectively with the Kaien Road Agreement and the Metlakatla Road Agreement, the "**Prince Rupert Agreements**"),

copies of which are attached as Schedule "B" to this Order, is hereby authorized and approved. The execution of the Prince Rupert Agreements by the Company is hereby authorized and approved and the Company is hereby authorized and directed to take such

additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance to MDC of the assets described in the Prince Rupert Agreements (the “**Prince Rupert Properties**”).

3. Upon payment of the net sale proceeds of the Transaction to Fasken Martineau DuMoulin LLP in trust in accordance with the Prince Rupert Agreements, all of the Company’s right, title and interest in and to the Prince Rupert Properties shall vest absolutely in MDC in fee simple, free and clear of and from any and all security interests (whether contractual, statutory or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the “**Claims**”) including, without limiting the generality of the foregoing: (i) all charges, security interests or claims evidenced by registrations pursuant to the Personal Property Security Act of British Columbia or any other personal property registry system; and (iii) those Claims listed on Schedule “C” hereto (all of which are collectively referred to as the “**Encumbrances**”, which term shall not include the permitted encumbrances, easements and restrictive covenants listed on Schedule “D” hereto), and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Prince Rupert Properties are hereby expunged and discharged as against the Prince Rupert Properties.
4. Upon presentation for registration in the Land Title Office for the Land Title District of Prince Rupert of a certified copy of this Order, together with a letter from Fasken Martineau DuMoulin LLP, solicitors for the Company, authorizing registration of this Order, the British Columbia Registrar of Land Titles is hereby directed to:
 - (a) enter MDC as the owner of the Lands, as identified in Schedule “E” hereto, together with all buildings and other structures, facilities and improvements located thereon and fixtures, systems, interests, licenses, rights, covenants, restrictive covenants, commons, ways, profits, privileges, rights, easements and appurtenances to the said hereditaments belonging, or with the same or any part thereof, held or enjoyed or appurtenant thereto, in fee simple in respect of the Lands, and this Court declares that it has been proved to the satisfaction of the Court on investigation that the title of MDC in and to the Lands is a good, safe holding and marketable title and directs the BC Registrar to register indefeasible title in favour of MDC as aforesaid; and
 - (b) having considered the interest of third parties, to discharge, release, delete and expunge from title to the Lands all of the registered Encumbrances except for those listed in Schedule “D”.
5. For the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Prince Rupert Properties shall stand in the place and stead of the Prince Rupert Properties, and from and after the Time of Closing (as defined in the Prince Rupert Agreements) all Claims shall attach to the net proceeds from the sale of the Prince Rupert Properties with the same priority as they had with respect to the Prince Rupert Properties immediately prior to the sale, as if the Prince Rupert Properties had not been

sold and remained in the possession or control of the person having had possession or control immediately prior to the sale.

6. The Company, with the consent of MDC, shall be at liberty to extend the Time of Closing to such later date as those parties may agree without the necessity of a further order of this Court.
7. The Company or any other party have liberty to apply for such further or other directions or relief as may be necessary or desirable to give effect to this Order.
8. Endorsement by this Order by counsel appearing on this application, other than counsel for the Company, is hereby dispensed with.

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:

Signature of <@>
Lawyer for Williams Moving & Storage (B.C.)
Ltd.

BY THE COURT

REGISTRAR

SCHEDULE "A"

List of Counsel

Name of Counsel	Party

SCHEDULE "B"

Prince Rupert Agreements

SCHEDULE "C"

Encumbrances

British Columbia Personal Property Registry ("PPR") Base Registration #789699A in favour of Business Development Bank of Canada

British Columbia PPR Base Registration #824489G in favour of Dundarave Mortgage Investment Corporation

British Columbia PPR Base Registration #666496H in favour of BCMP Mortgage Investment Corporation

British Columbia PPR Base Registration #088482I in favour of Trailer Wizards Ltd.

Parcel Identifier: 007-364-091

Lot 24 District Lot 251 Range 5 Coast District Plan 8614

Nature: Mortgage
Registration No.: CA2647061
Registration Date and Time 2012-07-09 15:13
Registered Owner: Dundarave Mortgage Investment Corporation
Incorporation No. BC0829926
Remarks: Inter Alia
Extended by CA3033121
Modified by BB4060901

Nature: Assignment of Rents
Registration No.: CA2647062
Registration Date and Time 2012-07-09 15:13
Registered Owner: Dundarave Mortgage Investment Corporation
Incorporation No. BC0829926
Remarks: Inter Alia
Extended by CA3033122

Nature: Modification
Registration No.: BB4060901
Registration Date and Time 2013-03-14 16:29
Remarks: Inter Alia
Modification of CA2647061

Nature: Mortgage
Registration No.: CA3506802
Registration Date and Time 2013-12-13 09:30
Registered Owner: BCMP Mortgage Investment Corporation
Incorporation No. A40387
Remarks: Inter Alia

Nature: Assignment of Rents
Registration No.: CA3506803
Registration Date and Time 2013-12-13 09:30
Registered Owner: BCMP Mortgage Investment Corporation
Incorporation No. A40387
Remarks: Inter Alia

*PID: 007-364-113
Lot 25 District Lot 251 Range 5 Coast District Plan 8614*

Nature: Mortgage
Registration No.: CA2647061
Registration Date and Time 2012-07-09 15:13
Registered Owner: Dundarave Mortgage Investment Corporation
Incorporation No. BC0829926
Remarks: Inter Alia
Extended by CA3033121
Modified by BB4060901

Nature: Assignment of Rents
Registration No.: CA2647062
Registration Date and Time 2012-07-09 15:13
Registered Owner: Dundarave Mortgage Investment Corporation
Incorporation No. BC0829926
Remarks: Inter Alia
Extended by CA3033122

Nature: Modification
Registration No.: BB4060901
Registration Date and Time 2013-03-14 16:29
Remarks: Inter Alia
Modification of CA2647061

Nature: Mortgage
Registration No.: CA3506802
Registration Date and Time 2013-12-13 09:30
Registered Owner: BCMP Mortgage Investment Corporation
Incorporation No. A40837
Remarks: Inter Alia

Nature: Assignment of Rents
Registration No.: CA3506803
Registration Date and Time 2013-12-13 09:30
Registered Owner: BCMP Mortgage Investment Corporation
Incorporation No. A40387
Remarks: Inter Alia

*PID: 005-880-971
Lot A District Lot 251 Range 5 Coast District Plan 9668 Except Plan 11090*

Nature: Mortgage
Registration No.: CA2647061
Registration Date and Time 2012-07-09 15:13
Registered Owner: Dundarave Mortgage Investment Corporation
Incorporation No. BC0829926
Remarks: Inter Alia
Extended by CA3033121
Modified by BB4060901

Nature: Assignment of Rents
Registration No.: CA2647062
Registration Date and Time 2012-07-09 15:13
Registered Owner: Dundarave Mortgage Investment Corporation
Incorporation No. BC0829926
Remarks: Inter Alia
Extended by CA3033122

Nature: Modification
Registration No.: BB4060901
Registration Date and Time 2013-03-14 16:29
Remarks: Inter Alia
Modification of CA2647061

Nature: Mortgage
Registration No.: CA3506802
Registration Date and Time 2013-12-13 09:30
Registered Owner: BCMP Mortgage Investment Corporation
Incorporation No. A40387
Remarks: Inter Alia

Nature: Assignment of Rents
Registration No.: CA3506803
Registration Date and Time 2013-12-13 09:30
Registered Owner: BCMP Mortgage Investment Corporation
Incorporation NO. A40387
Remarks: Inter Alia

*PID: 004-733-100
Lot 1 District Lot 251 Range 5 Coast District Plan 11090*

Nature: Mortgage
Registration No.: CA2647061
Registration Date and Time 2012-07-09 15:13
Registered Owner: Dundarave Mortgage Investment Corporation
Incorporation No. BC0829926
Remarks: Inter Alia
Extended by CA3033121
Modified by BB4060901

Nature: Assignment of Rents
Registration No.: CA2647062
Registration Date and Time 2012-07-09 15:13
Registered Owner: Dundarave Mortgage Investment Corporation
Incorporation No. BC0829926
Remarks: Inter Alia
Extended by CA3033122

Nature: Modification
Registration No.: BB4060901
Registration Date and Time 2013-03-14 16:29
Remarks: Inter Alia
Modification of CA2647061

Nature: Mortgage
Registration No.: CA3506802
Registration Date and Time 2013-12-13 09:30
Registered Owner: BCMP Mortgage Investment Corporation
Incorporation No. A40387
Remarks: Inter Alia

Nature: Assignment of Rents
Registration No.: CA3506803
Registration Date and Time 2013-12-13 09:30
Registered Owner: BCMP Mortgage Investment Corporation
Incorporation NO. A40387
Remarks: Inter Alia

SCHEDULE "D"

Permitted Encumbrances

Parcel Identifier: 007-364-091

Lot 24 District Lot 251 Range 5 Coast District Plan 8614

1. Subsisting conditions, provisos, restrictions, exceptions and reservations contained in the original grant or in any other grant or disposition from the Crown or imposed or implied by statute;

PID: 007-364-113

Lot 25 District Lot 251 Range 5 Coast District Plan 8614

1. Subsisting conditions, provisos, restrictions, exceptions and reservations contained in the original grant or in any other grant or disposition from the Crown or imposed or implied by statute;

PID: 005-880-971

Lot A District Lot 251 Range 5 Coast District Plan 9668 Except Plan 11090

1. Subsisting conditions, provisos, restrictions, exceptions and reservations contained in the original grant or in any other grant or disposition from the Crown or imposed or implied by statute;
2. Statutory Right of Way J9531 in favour of City of Prince Rupert
3. Easement J9532

PID: 004-733-100

Lot 1 District Lot 251 Range 5 Coast District Plan 11090

1. Subsisting conditions, provisos, restrictions, exceptions and reservations contained in the original grant or in any other grant or disposition from the Crown or imposed or implied by statute.

SCHEDULE "E"

The Lands

City of Prince Rupert
341 Kaien Road

PID: 007-364-091
Lot 24 District Lot 251 Range 5 Coast District Plan 8614

City of Prince Rupert
120 Metkalatka Road

PID: 007-364-113
Lot 25 District Lot 251 Range 5 Coast District Plan 8614

City of Prince Rupert
1600 Prince Rupert Boulevard

PID: 005-880-971
Lot A District Lot 251 Range 5 Coast District Plan 9688 Except Plan 11090

City of Prince Rupert
1651 Prince Rupert Boulevard

PID: 004-733-100
Lot 1 District Lot 251 Range 5 Coast District Plan 11090

No. B-150075
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA
IN BANKRUPTCY AND INSOLVENCY

**IN THE MATTER OF THE
NOTICE OF INTENTION TO MAKE A PROPOSAL
OF WILLIAMS MOVING & STORAGE (B.C.) LTD.**

ORDER MADE AFTER APPLICATION

FASKEN MARTINEAU DuMOULIN LLP
Barristers and Solicitors
2900 - 550 Burrard Street
Vancouver, BC, V6C 0A3
+1 604 631 3131

Counsel: Vicki Tickle
Matter No: 254284.00015

SCHEDULE "B"

No. B-150075
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA
IN BANKRUPTCY AND INSOLVENCY

IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL
OF WILLIAMS MOVING & STORAGE (B.C.) LTD.

ORDER MADE AFTER APPLICATION

))
BEFORE)	THE HONOURABLE)
)	JUSTICE)
))
))
))

February 19, 2015

ON THE APPLICATION OF Williams Moving & Storage (B.C.) Ltd. (the "**Company**") coming on for hearing at Vancouver, British Columbia on Thursday, February 19, 2015 and on hearing <name of party/lawyer>, counsel for the Company, and those counsel listed in Schedule "A" hereto;

THIS COURT ORDERS that:

1. The time for service of the Notice of Application and materials referred to therein be and is hereby abridged and the Notice of Application is properly returnable today.
2. The sale of the Company's assets (the "**Transaction**") contemplated by the offer to purchase and sale agreement dated February 11, 2015 between ABC Warehousing Ltd. and ABC Truck Leasing Ltd. (together, "**ABC**") and the Company (the "**LTS Agreement**"), a copy of which is attached as Schedule "B" to this Order, is hereby authorized and approved. The execution of the LTS Agreement by the Company is hereby authorized and approved and the Company is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance to ABC of the assets described in the LTS Agreement (the "**Long-Term Storage Assets**").
3. Upon payment of the net sale proceeds of the Transaction to Fasken Martineau DuMoulin LLP in trust in accordance with the LTS Agreement, all of the Company's right, title and interest in and to the Long-Term Storage Assets shall vest absolutely in ABC in fee simple, free and clear of and from any and all security interests (whether contractual, statutory or otherwise), hyptothecs, mortgages, trusts or deemed trusts (whether

contractual, statutory or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the “**Claims**”) including, without limiting the generality of the foregoing: (i) all charges, security interests or claims evidenced by registrations pursuant to the Personal Property Security Act of British Columbia or any other personal property registry system; and (iii) those Claims listed on Schedule “C” hereto (all of which are collectively referred to as the “**Encumbrances**”, which term shall not include the permitted encumbrances, easements and restrictive covenants listed on Schedule “D” hereto), and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Long-Term Storage Assets are hereby expunged and discharged as against the Long-Term Storage Assets.

4. For the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Long-Term Storage Assets shall stand in the place and stead of the Long-Term Storage Assets, and from and after the Closing Date (as defined in the LTS Agreement) all Claims shall attach to the net proceeds from the sale of the Long-Term Storage Assets with the same priority as they had with respect to the Long-Term Storage Assets immediately prior to the sale, as if the Long-Term Storage Assets had not been sold and remained in the possession or control of the person having had possession or control immediately prior to the sale.
5. The Company, with the consent of ABC, shall be at liberty to extend the Closing Date to such later date as those parties may agree without the necessity of a further order of this Court.
6. The Company or any other party have liberty to apply for such further or other directions or relief as may be necessary or desirable to give effect to this Order.
7. Endorsement by this Order by counsel appearing on this application, other than counsel for the Company, is hereby dispensed with.

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:

Signature of <@>
Lawyer for Williams Moving & Storage (B.C.)
Ltd.

BY THE COURT

REGISTRAR

SCHEDULE "A"

List of Counsel

Name of Counsel	Party

SCHEDULE "B"

LTS Agreement

SCHEDULE "C"

Encumbrances

British Columbia Personal Property Registry ("PPR") Base Registration #789699A in favour of Business Development Bank of Canada

British Columbia PPR Base Registration #824489G in favour of Dundarave Mortgage Investment Corporation

British Columbia PPR Base Registration #666496H in favour of BCMP Mortgage Investment Corporation

British Columbia PPR Base Registration #088482I in favour of Trailer Wizards Ltd.

SCHEDULE "D"

Permitted Encumbrances

Nil.

No. B-150075
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA
IN BANKRUPTCY AND INSOLVENCY

IN THE MATTER OF THE
NOTICE OF INTENTION TO MAKE A PROPOSAL
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ORDER MADE AFTER APPLICATION

FASKEN MARTINEAU DuMOULIN LLP
Barristers and Solicitors
2900 - 550 Burrard Street
Vancouver, BC, V6C 0A3
+1 604 631 3131

Counsel: Vicki Tickle
Matter No: 254284.00015

SCHEDULE "C"

No. B-150075
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA
IN BANKRUPTCY AND INSOLVENCY

IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL
OF WILLIAMS MOVING & STORAGE (B.C.) LTD.

ORDER MADE AFTER APPLICATION

BEFORE))	
)	THE HONOURABLE)	
)	JUSTICE)	February 19, 2015
))	
))	

ON THE APPLICATION OF Williams Moving & Storage (B.C.) Ltd. (the "Company") coming on for hearing at Vancouver, British Columbia on Thursday, February 19, 2015 and on hearing <name of party/lawyer>, counsel for the Company, and those counsel listed in Schedule "A" hereto;

THIS COURT ORDERS that:

1. The time for service of the Notice of Application and materials referred to therein be and is hereby abridged and the Notice of Application is properly returnable today.
2. The time for filing of the Company's proposal under Part III of the *Bankruptcy and Insolvency Act* be and is hereby extended to 11:59 p.m. on Monday, April 6, 2015.
3. Deloitte Restructuring Inc., the Trustee under the Notice of Intention to Make a Proposal which has been filed by the Company, shall mail a copy of this Order to all known creditors of the Company.

4. Endorsement by this Order by counsel appearing on this application, other than counsel for the Company, is hereby dispensed with.

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:

Signature of <@>
Lawyer for Williams Moving & Storage (B.C.)
Ltd.

BY THE COURT

REGISTRAR

SCHEDULE "A"

List of Counsel

Name of Counsel	Party

No. B-150075
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IN THE SUPREME COURT OF BRITISH COLUMBIA
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Counsel: Vicki Tickle
Matter No: 254284.00015

APPENDIX

THIS APPLICATION INVOLVES THE FOLLOWING:

- discovery: comply with demand for documents
- discovery: production of additional documents
- other matters concerning document discovery
- extend oral discovery
- other matter concerning oral discovery
- amend pleadings
- add/change parties
- summary judgment
- summary trial
- service
- mediation
- adjournments
- proceedings at trial
- case plan orders: amend
- case plan orders: other
- experts