

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

IN THE MATTER OF THE PROPOSAL OF
TRAVEL SUPERSTORE INC.
OF THE CITY OF HAMILTON
IN THE PROVINCE OF ONTARIO

THE HONOURABLE
JUSTICE CONWAY

)
)
)

TUESDAY, THE 6TH
DAY OF APRIL, 2021

B E T W E E N:

(Court Seal)

LIMITED RECEIVERSHIP ORDER

THIS MOTION made by the Debtor herein, Travel Superstore Inc. (the "**Debtor**"), 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**") appointing MNP Ltd. as Receiver (in such capacity, the "**Receiver**") without security, of the Limited Receivership Property (as defined below) for the purposes of the *Wage Earner Protection Program Act*, S.C. 2005, c. 47, as amended (the "**WEPPA**"), was heard this day by videoconference in light of the COVID-19 crisis.

ON READING the Motion Record of the Debtor, filed, including the Affidavit of Richard Vanderlubbe sworn March 31, 2021 and the Exhibits thereto (the "**Vanderlubbe Affidavit**"), the First Report (the "**First Report**") of MNP Ltd. ("**MNP**") in its capacity as Proposal Trustee and on hearing the submissions of counsel for the Debtor, and those other parties present as indicated on the counsel sheet, and on reading the consent of MNP 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.

LIFTING THE STAY

2. **THIS COURT ORDERS** that the stay of proceedings pursuant to s. 69.1 of the BIA is hereby lifted, solely to allow: (i) on a *nunc pro tunc* basis, the delivery on the Debtor, by Richard Vanderlubbe, of notices of intention to enforce security under s. 244 of the BIA and waiver by the Debtor of the notice period thereunder; (ii) the appointment of the Receiver over the Limited Receivership Property; and (iii) the Receiver to act in respect of the Limited Receivership Property in accordance with the provisions of this Order,

APPOINTMENT

3. **THIS COURT ORDERS** that pursuant to Section 243(1) of the BIA, MNP is hereby appointed Receiver, without security, over the bank account listed at Schedule "A" to this Order to a maximum of one hundred dollars (\$100) (the "**Limited Receivership Property**") and over no other property or assets of Travel Superstore until one of the following events occurs:

- (a) the filing of an assignment in bankruptcy in respect of Travel Superstore; or
- (b) the issuance of any order by this Court terminating the mandate of the Receiver.

RECEIVER'S POWERS

4. THIS COURT ORDERS that the Receiver will be empowered and authorized, but not obligated, to act at once in respect of the Limited Receivership Property and the Receiver will be expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:

- (a) subject to the terms of this Order, to exercise control over the Limited Receivership Property;
- (b) to perform its statutory obligations under the WEPPA;
- (c) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations; and
- (d) to engage counsel to assist with the exercise of the Receiver's powers conferred by this Order.

5. **THIS COURT ORDERS** that the Receiver is hereby relieved from compliance with the provision of Sections 245(1), 245(2) and 246 of the BIA, provided that the Receiver shall provide notice of its appointment in the prescribed form and manner to the Superintendent of Bankruptcy, accompanied by the prescribed fee.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

6. **THIS COURT ORDERS** that (i) the Debtor, (ii) all of its directors, officers, employees, agents and representatives, 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 cooperate with the Receiver in the exercise of the powers that are granted pursuant to the terms of this Order and shall advise the Receiver of the existence of any books, documents, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the Limited Receivership Property and the employees of the Debtor for the purposes of complying with its statutory obligations under the WEPPA, and any computer programs, computer tapes, computer disks, or other data storage media relating to 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 7 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.

7. **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.

EMPLOYEES

8. **THIS COURT ORDERS** that all employees of Travel Superstore shall remain the employees of Travel Superstore until such time as Travel Superstore 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.

LIMITATION ON ENVIRONMENTAL LIABILITIES

9. **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 Limited Receivership Property or any of Travel Superstore's other assets, property or undertaking, including (without limitation) 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"). 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.

POSSESSION OF THE LIMITED RECEIVERSHIP PROPERTY

10. **THIS COURT ORDERS** that the Receiver shall take no part whatsoever in the management or the supervision of the management of Travel Superstore's business and 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 or be deemed to have taken any steps to dispose of any of the Limited Receivership Property, or of any other assets, property or undertaking of Travel Superstore, including (without limitation) within the meaning of any Environmental Legislation, unless it is actually in possession. Any distribution of the Limited Receivership Property shall be made only upon further Order of this Court following service and notice as required by the Initial Order.

LIMITATION ON THE RECEIVER'S LIABILITY

11. **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 or in respect of its obligations under Sections 81.4(5) or 81.6(3) of the BIA or the WEPPA, save and except for any gross negligence or willful misconduct on its part. 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.

COSTS OF ADMINISTRATION

12. **THIS COURT ORDERS** that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, as and when invoiced, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts.

13. **THIS COURT ORDERS** that fees and disbursements of the Receiver and the Receiver's counsel shall not be subject to Sections 246(3) or 248(2) of the BIA.

14. **THIS COURT ORDERS** that the Receiver is authorized to accept payment from the Debtor on account of its fees and disbursements (including legal fees), as and when invoiced, and shall not be required to pass their accounts with the Court, provided that (a) the Debtor has approved of any such account (evidenced by payment of the same); and, (b) no other interested party has opposed payment of any such account prior to payment of the same. In the event the Receiver and/or its counsel are required to pass any accounts, the passing of such accounts are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

PROCEDURE ON DISCHARGE

15. **THIS COURT ORDERS** that, in the event the Receiver (a) completes its mandate in respect employee claims and entitlements under the WEPPA; (b) has been paid in full for its fees and disbursements (including legal fees); and, (c) is of the view that there are no other issues that warrant the continuation of the receivership proceedings, the Receiver may apply for its discharge by way of a Chambers Motion before Justice Conway, by providing three (3) business days' notice

to the Debtor and filing only a certificate, certifying the foregoing. In all other cases, the Receiver is to apply for its discharge in the ordinary course.

SERVICE AND NOTICE

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

17. 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 Debtor's creditors or other interested parties at their respective addresses as last shown on the records of the Debtor and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

PROPOSAL TRUSTEE'S DUTIES

18. **THIS COURT ORDERS** that, except as expressly stated herein with respect to the Limited Receivership Property, nothing herein amends the powers and duties of MNP in its capacity as Proposal Trustee of the Debtor.

GENERAL

19. **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.

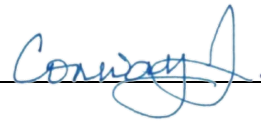
20. **THIS COURT ORDERS** that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of Travel Superstore.

21. **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.

22. **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 Applicant, the Receiver, Travel

Superstore 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.

23. **THIS COURT ORDERS** that this Order is effective from today's date and is not required to be entered.



RCP-E 59A (September 1, 2020)

SCHEDULE "A"



Reconciliation Report- by Processing Date

Generated By: 50063513_HENRYB
Generated On: Mar 22, 2021 02:15:56 PM EST
Date Range: Mar 22, 2021 to Mar 22, 2021

DEPOSIT - 00021717545 CAD (BMO - DDA)

Date	Transaction Description	Cust Ref	Bank Ref	Debit	Credit	Balance
Mar 22, 2021	Opening Ledger Balance					\$97.04
Mar 22, 2021	Adjusted Opening Balance					\$97.04
Mar 22, 2021	Transfer of Funds 0002-1717-510 3587				\$97.04	
Mar 22, 2021	Branch Credit BR. 2804				\$100.00	
Mar 22, 2021	Current Ledger Balance					\$100.00

End of transactions for the selected date range

Last Balance received: Mar 22, 2021 01:32:26 EST

Total Debits And Credits:	\$97.04	\$100.00
Total Debit And Credit Items:	1	1

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IN THE PROVINCE OF ONTARIO**

Court File No. 32-2720193

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

PROCEEDING COMMENCED AT HAMILTON

LIMITED RECEIVERSHIP ORDER

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