

THE QUEEN'S BENCH
Winnipeg Centre

IN THE MATTER OF:

The Appointment of a Receiver pursuant to Section 243 of the *Bankruptcy and Insolvency Act*, R.S.C. 1985 c.B-3, as amended and Section 55 of the *Court of Queen's Bench Act*, C.C.S.M. c. C280

BETWEEN:

ROYAL BANK OF CANADA,

Plaintiff,

-and-

FORCE RENTALS LTD. AND 5604070 MANITOBA LTD.,

Defendants.

NOTICE OF MOTION
(Sale Approval and Vesting Order)
Hearing Date: Tuesday, March 12, 2019 at 9:00AM
Before the Honourable Mr. Justice Martin

MLT AIKINS LLP
Barristers and Solicitors
3000 – 360 Main Street
Winnipeg, Manitoba R3C 4G1

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File No. 0135165-00004

Box No. 3

THE QUEEN'S BENCH
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IN THE MATTER OF:

The Appointment of a Receiver pursuant to Section 243 of the *Bankruptcy and Insolvency Act*, R.S.C. 1985 c.B-3, as amended and Section 55 of the *Court of Queen's Bench Act*, C.C.S.M. c. C280

BETWEEN:

ROYAL BANK OF CANADA,

Plaintiff,

-and-

FORCE RENTALS LTD. AND 5604070 MANITOBA LTD.,

Defendants.

NOTICE OF MOTION

Deloitte Restructuring Inc., the court-appointed receiver (the “**Receiver**”) of all the assets, undertakings and properties (the “**Property**”) of Force Rentals Ltd. (“**Force**”) and 5604070 Manitoba Ltd. (“**Titan**”) (together the “**Companies**”) will make a motion before the Honourable Mr. Justice Martin on Tuesday, March 12th, 2019 at 9 o'clock in the forenoon, or as soon after that time as the motion can be heard, at the Law Courts Building, 408 York Avenue, Winnipeg, Manitoba.

THIS MOTION IS FOR:

1. An Order, substantially in the form of the draft Order (the “**Draft Order**”) attached hereto as Schedule “A”, *inter alia*:
 - a. Abridging the time for service of the Notice of Motion and materials filed in support of this motion, such that this motion is properly returnable on March 12th, 2019, at 9:00AM, and dispensing with further service thereof;
 - b. Approving the sale transaction (the “**McDougall Sale Transaction**”) (in accordance with the McDougall Offer as described in the Receiver’s Second Report dated March 8, 2019 (the “**Second Report**”) by the Receiver, as vendor and McDougall Auctioneers Ltd. (“**McDougall**”), as purchaser and authorizing and directing the Receiver to complete the McDougall Sale Transaction;
 - c. Vesting in McDougall all right, title and interest in and to the purchased assets as described in the McDougall Offer (the “**McDougall Purchased Assets**”) and as set out in Schedule 2 of the Draft Order, free and clear of any claims and encumbrances;
 - d. Approving the sale transaction (the “**Town Sale Transaction**”) by the Receiver, as vendor and the Town of Virden (the “**Town**”), as purchaser in accordance with the right of repurchase by the Town contained in a

purchase agreement (the “**Land Purchase Agreement**”) between and by the Town and Titan, and signed on September 14, 2017 by Titan and on September 19, 2017 by the Town, and authorizing and directing the Receiver to complete the Town Sale Transaction;

- e. Vesting in the Town all right, title and interest in and to the purchased assets as described in the Land Purchase Agreement (the “**Town Purchased Assets**”) and as set out in Schedule 3 of the Draft Order, free and clear of any claims and encumbrances, but subject to the permitted encumbrances as set out in Schedule 4 of the Draft Order;
- f. Approving the Receiver’s First Report dated January 7, 2019 (the “**First Report**”) and Second Report (together the “**Reports**”), including the statement of receipts and disbursements contained in each of the Reports and activities of the Receiver as described in each of the Reports;
- g. Amending paragraph 20 of the Receivership Order (as hereinafter defined) by deleting the reference to the sum of “\$150,000.00” and substituting in its place the sum of “\$250,000.00”;
- h. Approving the fees and disbursements of the Receiver from December 5, 2018 February 27, 2019, and the fees and disbursements of its legal counsel from December 25, 2018 to February 28, 2019;

- i. Sealing the Confidential Supplement to the Second Report of the Receiver dated March 8, 2019 (the “**Confidential Report**”).
2. Such further and other relief as the Honourable Court may deem just.

THE GROUNDS FOR THIS MOTION ARE:

1. By means of the Order of the Honourable Mr. Justice Martin pronounced in these proceedings on December 21, 2018 and amended and restated January 9, 2019 (the “**Receivership Order**”), Deloitte Restructuring Inc. was appointed Receiver of the Property.

Sale Approval and Vesting Order

2. Pursuant to paragraph 3(l) of the Receivership Order the Receiver was empowered and authorized to sell the Property or any part or parts thereof out of the ordinary course of business:
 - a. without the approval of this Court in respect of any transaction not exceeding \$100,000.00, provided that the aggregate consideration for all such transactions did not exceed \$250,000.00; and

- b. with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeded the applicable amount set out in the preceding clause.
3. The Receiver has conducted a Sale Process (the “**Sale Process**”) in respect of the Property and the Sale Process has resulted in the Receiver receiving the McDougall Offer. The Receiver recommends the approval of the McDougall Sale Transaction.
4. The Sale Process was conducted in a fair, transparent and reasonable manner, which has succeeded in obtaining the highest possible value for the McDougall Purchased Assets from a purchaser capable of closing the transaction.
5. The sale of the McDougall Purchased Assets and the Town Purchased Assets is in the best interests of the parties and all stakeholders.
6. The Sale Process by which offers were obtained was conducted with efficiency, integrity and transparency and there has been no unfairness in the working out of the Sale Process.

Order Approving the Activities of the Receiver

7. An Order approving the activities of the Receiver to date, inclusive of the Receiver's statement of receipts and disbursements for the period from

December 21, 2018 to March 5, 2019, is necessary, appropriate and in accordance with the standard practice of this Court in Court-supervised receivership proceedings.

Order in Respect of the Fees and Disbursements of the Receiver

8. Paragraph 20 of the Receivership Order provides, that prior to the passing of its accounts, the Receiver shall be at liberty to apply funds in its possession against its fees and disbursements in an amount not to exceed \$150,000.00 without prior leave of the Court.
9. In the event that this Court is of the view that the dollar limit in paragraph 20 of the Receivership Order includes fees and disbursements of the Receiver that have been approved by this Court, the limit is insufficient given the fees and disbursements that have been incurred by the Receiver to date, as detailed in the Second Report.
10. Paragraph 19 of the Receivership Order provides that the Receiver and its legal counsel shall pass their accounts from time to time.
11. The Receiver's accounts and the accounts of its legal counsel are reasonable and in each case at the standard rates and charges.

Sealing

12. In accordance with the standard practice of the Court in court-supervised sale processes, an Order sealing the Confidential Report until further Order of the Court is necessary in order to preserve the integrity of the Sale Process and to prevent sensitive information as to the value of the Property from being disclosed to potential purchasers of the Property if the McDougall Sale Transaction and the Town Sale Transaction do not close.
13. *The Queen's Bench Act*, CCSM c. C280, as amended, sections 37 and 77.
14. *Court of Queen's Bench Rules*, Reg. 553/88, as amended, Rules 2.03, 3.02, 16.04, and 37.
15. Such further and other grounds as counsel may advise and this honourable Court may permit.

THE FOLLOWING DOCUMENTARY EVIDENCE will be used at the hearing of the motion:

1. Affidavit of Gordon Fry sworn December 11, 2018 and filed December 13, 2018;
2. First Report of the Receiver dated January 7, 2019 and filed January 8, 2019;
3. Second Report of the Receiver dated March 8, 2019, to be filed;
4. First Confidential Report of the Receiver dated March 8, 2019, to be filed; and

5. Such further and other evidence as counsel may advise and this Honourable Court may permit.

March __, 2019

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TO: The Attached Service List

SCHEDULE "A"

File No. CI18-01-18370

**THE QUEEN'S BENCH
Winnipeg Centre**

IN THE MATTER OF:

The Appointment of a Receiver pursuant to Section 243 of the *Bankruptcy and Insolvency Act*, R.S.C. 1985 c.B-3, as amended and Section 55 of the *Court of Queen's Bench Act*, C.C.S.M. c. C280

BETWEEN:

ROYAL BANK OF CANADA,

Plaintiff,

-and-

FORCE RENTALS LTD. AND 5604070 MANITOBA LTD.,

Defendants.

SALE APPROVAL AND VESTING ORDER

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**THE QUEEN'S BENCH
Winnipeg Centre**

THE HONOURABLE
MR. JUSTICE MARTIN

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)
)

TUESDAY, THE 12TH DAY OF MARCH, 2019

IN THE MATTER OF:

The Appointment of a Receiver pursuant to Section 243 of the *Bankruptcy and Insolvency Act*, R.S.C. 1985 c.B-3, as amended and Section 55 of the *Court of Queen's Bench Act*, C.C.S.M. c. C280

BETWEEN:

ROYAL BANK OF CANADA,

Plaintiff,

-and-

FORCE RENTALS LTD. AND 5604070 MANITOBA LTD.,

Defendants.

SALE APPROVAL AND VESTING ORDER

THIS MOTION, made by Deloitte Restructuring Inc., the court-appointed receiver (the "**Receiver**") of the assets, undertakings and properties (the "**Property**") of Force Rentals Ltd. ("**Force**") and 5604070 Manitoba Ltd. ("**Titan**") (together the "**Companies**"), for an Order approving the sale transactions contemplated by Receiver's Second Report dated March 8, 2019 (the "**Second Report**") and vesting in the respective purchasers the Companies' respective right, title and interest in and to the assets described in the Second Report, was heard this day, at the Law Courts Building, 408 York Avenue, Winnipeg, Manitoba.

ON READING the Affidavit of Gordon Fry sworn December 11, 2018, the First Report of the Receiver dated January 7, 2019, the Second Report of the Receiver dated March 8, 2019 and the Confidential Supplement to the Second Report of the Receiver dated March 8, 2019 (the “**Confidential Report**”), and on hearing the submissions of counsel for the Receiver, counsel for the Plaintiff Royal Bank of Canada (“**RBC**”), and counsel for the Companies, and no one appearing for any other person, although properly served as appears from the Affidavit of Samantha Dunn sworn March 8, 2019.

SERVICE

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

SALE APPROVAL AND VESTING

2. THIS COURT ORDERS AND DECLARES that the sale transaction (the “**McDougall Sale Transaction**”) (as contemplated by the McDougall Offer (as described in the Second Report)) by the Receiver, as vendor and McDougall Auctioneers Ltd. (“**McDougall**”), as purchaser for the assets set out in Schedule 2 herein (the “**McDougall Purchased Assets**”) is hereby approved, and the Receiver is hereby authorized and directed to take such steps and execute such documents as may be necessary or desirable for the completion of the McDougall Sale Transaction and for the conveyance of the McDougall Purchased Assets to McDougall.

3. THIS COURT ORDERS AND DECLARES that upon the delivery of a Receiver's certificate to McDougall substantially in the form attached as Schedule 1 hereto (the "**McDougall Receiver's Certificate**"), all of the Companies' right, title and interest in and to the McDougall Purchased Assets described in the McDougall Offer and listed on Schedule 2 hereto shall vest absolutely in McDougall, 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 "**McDougall Claims**") including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of the Honourable Mr. Justice Martin dated December 21, 2018 and amended and restated on January 9, 2019; and (ii) all charges, security interests or claims evidenced by registrations pursuant to *The Personal Property Security Act* (Manitoba) or any other personal property registry system.

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

if the McDougall Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

5. THIS COURT ORDERS AND DECLARES that the sale transaction (the “**Town Sale Transaction**”) (as contemplated by a right of repurchase by the Town of Virden (the “**Town**”) contained in a purchase agreement (the “**Land Purchase Agreement**”) between and by the Town and Titan, and signed on September 14, 2017 by Titan and on September 19, 2017 by the Town) by the Receiver, as vendor and the Town, as purchaser for the assets set out in Schedule 3 herein (the “**Town Purchased Assets**”) is hereby approved, and the Receiver is hereby authorized and directed to take such steps and execute such documents as may be necessary or desirable for the completion of the Town Sale Transaction and for the conveyance of the Town Purchased Assets to the Town.

6. THIS COURT ORDERS AND DECLARES that upon the delivery of a Receiver’s certificate to the Town substantially in the form attached as Schedule 1 hereto (the “**Town Receiver’s Certificate**”), all of Titan's right, title and interest in and to the Town Purchased Assets described in the Land Purchase Agreement and listed on Schedule 3 hereto shall vest absolutely in the Town, 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

"Town Claims") including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of the Honourable Mr. Justice Martin dated December 21, 2018 and amended and restated on January 9, 2019; and (ii) all charges, security interests or claims evidenced by registrations pursuant to *The Personal Property Security Act* (Manitoba) or any other personal property registry system; and (iii) those Town Claims listed on Schedule 4 hereto (all of which are collectively referred to as the **"Town Encumbrances"**), which term shall not include the permitted encumbrances, easements and restrictive covenants listed on Schedule 5 and, for greater certainty, this Court orders that all of the Town Encumbrances affecting or relating to the Town Purchased Assets are hereby expunged and discharged as against the Town Purchased Assets.

7. THIS COURT ORDERS that upon the registration in the Brandon Land Titles Office (the **"BLTO"**) of a certified copy of this Order, a copy of the Town Receiver's Certificate and a Request/Transmission in the form prescribed by *The Real Property Act* (Manitoba) duly executed by the Town or its solicitor, the District Registrar of the BLTO (the **"Registrar"**) is hereby directed to cancel Title No. 2977922/2 and to issue a new title in the name of the Town of Virden as identified in the Town Receiver's Certificate as the owner of the subject real property identified in Schedule 3 hereto in fee simple, and is hereby directed to delete and expunge from title to the Town Purchased Assets all of the Town Claims listed in Schedule 4 hereto.

8. THIS COURT ORDERS that this Order shall be entered by the Registrar notwithstanding that the appeal period in respect of this Order has not elapsed, which appeal period is expressly waived.

9. THIS COURT ORDERS that for the purposes of determining the nature and priority of Town Claims, the net proceeds from the sale of the Town Purchased Assets shall stand in the place and stead of the Town Purchased Assets, and that from and after the delivery of the Town Receiver's Certificate all Town Claims and Town Encumbrances shall attach to the net proceeds from the sale of the Town Purchased Assets with the same priority as they had with respect to the Town Purchased Assets immediately prior to the sale, as if the Town Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

10. THIS COURT ORDERS AND DIRECTS the Receiver to file with the Court copies of all certificates, forthwith after delivery thereof.

11. THIS COURT ORDER that, notwithstanding:
 - a. The pendency of these proceedings;
 - b. Any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of Force and/or Titan and any bankruptcy order issued pursuant to any such applications; and
 - c. Any assignment in bankruptcy made in respect of Force and/or Titan;

the vesting of the McDougall Purchased Assets and the Town Purchased Assets pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of Force or Titan and shall not be void or voidable by creditors of either Force or Titan nor shall it constitute nor be deemed to be fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

ACTIVITIES OF THE RECEIVER

12. THIS COURT ORDERS that the First Report and the Second Report, including the statement of receipts and disbursements contained therein and the activities of the Receiver as described in the First Report and the Second Report are hereby approved provided, however, that only the Receiver, in its personal capacity and only with respect to its own personal liability, shall be entitled to rely upon or utilize in any way such approval.

FEES AND DISBURSEMENTS

13. THIS COURT ORDERS that paragraph 20 of this Honourable Court's Order pronounced in these proceedings on December 21, 2018 and amended and restated on January 9, 2019 (the "**Receivership Order**") is amended by deleting the reference to the sum of "\$150,000.00" and substituting in its place the sum of "\$250,000.00".

14. THIS COURT ORDERS that the fees and disbursements of the Receiver from December 5, 2018 February 27, 2019, and the fees and disbursements of its legal counsel from December 25, 2018 to February 28, 2019 are hereby approved.

SEALING

15. THIS COURT ORDERS that the Confidential Report of the Receiver be sealed and not form part of the public record until further Order of the Court.

16. 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, as an officer of this Court, 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 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.

March __, 2019

MARTIN, J

Schedule 1 – Form of Receiver’s Certificate

File No. CI18-01-18370

**THE QUEEN’S BENCH
Winnipeg Centre**

IN THE MATTER OF:

The Appointment of a Receiver pursuant to Section 243 of the *Bankruptcy and Insolvency Act*, R.S.C. 1985 c.B-3, as amended and Section 55 of the *Court of Queen’s Bench Act*, C.C.S.M. c. C280

BETWEEN:

ROYAL BANK OF CANADA,

Plaintiff,

-and-

FORCE RENTALS LTD. AND 5604070 MANITOBA LTD.,

Defendants.

RECITALS

A. Pursuant to an Order of the Honourable Mr. Justice Martin of the Manitoba Court of Queen’s Bench (the "**Court**") pronounced in these proceedings on December 21, 2018 and amended and restated on January 9, 2019, Deloitte Restructuring Inc. was appointed as the receiver (the "**Receiver**") of the undertaking, property and assets of Force Rentals Ltd. and 5604070 Manitoba Ltd. (together the "**Companies**").

B. Pursuant to an Order of the Court dated March 12, 2019 (the "**Sale Approval Order**"), the Court approved the sale transaction pursuant to [INSERT] (the "**[INSERT] Sale Transaction**") between the Receiver and [NAME OF PURCHASER] (the "**Purchaser**") and provided for the vesting in the Purchaser of the Companies’ right, title and interest in and to the [INSERT] Purchased Assets, which vesting is to be effective with respect to the [INSERT] Purchased Assets upon the delivery by the

Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the purchase price for the [INSERT] Purchased Assets; (ii) that the conditions to closing have been satisfied or waived by the Receiver and the Purchaser; and (iii) the [INSERT] Sale Transaction has been completed to the satisfaction of the Receiver.

C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Sale Approval Order.

THE RECEIVER CERTIFIES the following:

1. The Purchaser has paid and the Receiver has received the purchase price for the [INSERT] Purchased Assets payable on the closing date pursuant to the [INSERT];
2. The conditions to closing have been satisfied or waived by the Receiver and the Purchaser; and
3. The [INSERT] Sale Transaction has been completed to the satisfaction of the Receiver.
4. This Certificate was delivered by the Receiver at _____ [TIME] on _____ [DATE].

Deloitte Restructuring Inc., in its capacity as Receiver of the undertaking, property and assets of Force Rentals Ltd. and 5604070 Manitoba Ltd., and not in its personal capacity

Per: _____

Name:

Title:

Schedule 2 – McDougall Purchased Assets

Parcel 1 – Force equipment and inventory

Asset Descriptions:

H2S scrubbers:

Description	Serial #	Plate #	Location
2011 Rainbow Utility Trailer with Portable H ₂ S Scrubber	2RGBU1215B1000547	CLU 527	Titan yard
2013 Rainbow Utility Trailer with Portable H ₂ S Scrubber	2RGBU1216E1001629		Titan yard
2014 Rainbow Utility Trailer with Portable H ₂ S Scrubber	2RGBU1216E1000576	CLV 046	Force yard

Light towers:

Unit #	Description	Serial #	Location
LT 3	2012 Magnum MLT4200 Light Tower	5AJLS1411CB216772	Titan yard
LT 5	2012 Magnum MLT4200 Light Tower	5AJLS1414CB210464	Titan yard
LT 22	2012 Magnum MLT4200 Light Tower	5AJLS1412CB218837	Titan yard
LT 28	2012 Magnum ProMLT4200 Light Tower	5AJLS1410CB218836	Titan yard
LT 37	2014 Allmand Max-Lite Light Tower	5AEAH1518EH001389	Titan yard
LT 41	2014 Allmand Max-Lite Light Tower	5AEH1518EH001392	Titan yard
LT 44	Magnum Light Tower	5AJLS1614BB006713	Titan yard
LT 1	2012 Magnum MLT4200 Light Tower	5AJLS1410CB210459	Force yard
LT 6	2012 Magnum MLT4200 Light Tower	5AJLS1419CB218835	Force yard
LT 13	2012 Magnum Pro MLT4200 Light Tower	5AJLS1419CB210458	Force yard
LT 14	2012 Magnum Pro MLT4080M Light Tower	5AJLS1413CB210648	Force yard
LT 23	2012 Magnum Pro MLT4200 Light Tower	5AJLS1418CB210466	Force yard
LT 33	2013 Magnum MLT4200 Light Tower	5AJLS1413DB311173	Force yard
LT 34	Magnum Light Tower MLT4200	5AJLS1415DB311174	Force yard
LT 35	2012 Magnum MLT4200 Light Tower	5AJLS1412CB210463	Force yard
LT 38	2014 Allmand Max-Lite Light Tower	5AEAH1514EH001387	Force yard
LT 43	Allmand Max-Lite Light Tower	5AEAH1513EH000649	Force yard
LT 45	Magnum MLT4200 Light Tower	5AJLS161XBB012211	Force yard
	2012 Magnum MLT4200 Light Tower	5AJLS141XCB216771	Force yard
	Light tower - partially assembled	5AJLS1611BB016180	Force yard
	Light tower - parts		Force yard

Light tower generator:

Unit #	Description	Serial #	Location
C-2	2011 Trailtech Triple Axle Trailer w 50 kw Generator and Light Tower	2CU148ND0B2030491	Force yard

Utility trailers and equipment:

Description	Serial #	Plate #	Location
1990 Utility Trailer	None per registration	CLV 037	Force yard
2014 Rainbow Single Axle Trailer	2RGBU1213E1001569	CLN 106	Force yard
Enclosed Dual Axle Utility Trailer			Force yard
2013 Big Tex Garbage Trailer	16VDX1425D5399189	CMB 403	Force yard
Flat Deck 5th Wheel Trailer		CLV 035	Force yard

Vehicles:

Unit #	Description	Serial #	Plate #	Location
2	2008 Dodge Crew Cab Ram Truck	3D7MX48A18G143344	CFV 760	Force yard
15	2006 F-250 Ford Crew Cab Truck (keys missing)	1FTSW21P16EB06452	CFE 874	Force yard

Boiler:

Description	Location
International w/ Boiler	Titan yard

Storage and inventory:

Description	Location
Sea-Can	Force yard
Various tools, hoses and supplies (located in Sea-Can)	Force yard

Other:

Description	Location
Mobile Stairs	Titan yard
Mobile Stairs	Force yard
Mobile Stairs	Force yard

Parcel 1 – Force equipment and inventory addendum

Additions to Parcel 1

Utility trailers and equipment:

Description	Serial #	Plate #	Location
Neo Enclosed Trailer	54BNA1418C1302618	CLH 421	Titan

Vehicles:

Unit #	Description	Serial #	Plate #	Location
	2007 Dodge Ram 3500 SLT Quad Cab (keys missing)	3D7MX38C97G726819	CFY 788	Titan
	2014 Ford F250 SD XLT Crew Cab	1FT7W2BT9EEA75502	CFH 461	Titan
	1995 International 4900 Platform Picker Truck (keys missing)	1HTSDAAP5SH667927	CFH 448	Titan

Deletions from Parcel 1

Utility trailers and equipment:

Description	Serial #	Plate #	Location
Flat Deck 5th Wheel Trailer		CLV 035	Force yard

Modified asset descriptions in Parcel 1

Light towers:

Unit #	Description	Serial #	Location
LT 34	Magnum Light Tower MLT4200 Light Tower Shell converted to a mobile fuel tank	5AJLS1415DB311174	Force yard

Parcel 2 – Titan equipment and inventory

Asset Descriptions:

P-Tanks:

Unit #	Description	Serial #	Plate #	Location
PT 251	2006 Bruce Harbin Welding P-Tank trailer, 250psi, 18m ³	C06-72-72-04	SZ-36-51	Titan yard
PT 252	1953 Adams Welding P-Tank trailer, 100psi, 33m ³		SY-87-45	Titan yard
PT 253	1953 Adams Welding P-Tank trailer, 100psi, 33m ³		V749-70	Titan yard
PT 254	1998 BWS Man F. P-Tank trailer, 125psi, 14m ³	418395	TB-39-74	Titan yard
PT 255	1953 Adams Welding P-Tank, 100psi, 33m ³			Titan yard
PT 256	2006 Silverado Oilfield P-Tank trailer, 250psi, 18m ³		SY-87-50	Titan yard
PT 257	2003 Blue Star Welding P-Tank, 250psi, 18m ³	482355		Titan yard
PT 258	1953 Adams Welding P-Tank trailer, 100psi, 33m ³	2A9LB3526WS037049	SY-87-32	Titan yard
PT 259	2001 Brooks Welding P-Tank trailer, 250psi, 18m ³		SY-87-44	Titan yard
PT 260	2005 Bromley Man P-Tank trailer, 345psi, 19m ³	523544 (Unit) / 2R1B3X3C3L1009720 (MPIC)	TA-59-98	Titan yard
PT 261	2000 Micoda Process P-Tank trailer, 200psi, 14m ³	1003 (Unit) / 4WWFGB6B65N608804 (MPIC)	TA-59-99	Titan yard
PT 262	2001 Micoda Process P-Tank trailer, 250psi, 18m ³	496418		Titan yard

Flare stacks:

Unit #	Description	Serial #	Plate #	Location
2	40' Flare Stack		CLH 949	Titan yard
FS 251	40' Flare Stack		CLH 950	Titan yard
FS 252	40' Flare Stack			Titan yard
FS 253	40' Flare Stack	2AT23346YJPPC1481	CLP 365	Titan yard
FS 254	40' Flare Stack		CLJ 561	Titan yard
FS 255	40' Flare Stack			Titan yard
FS 256	40' Flare Stack			Titan yard
FS 257	40' Flare Stack	S404641WMON	CLJ 886	Titan yard
FS 259	40' Flare Stack		CLJ 887	Titan yard
FS 262	40' Flare Stack		CLJ 882	Titan yard
	40' Flare Stack		CLP 367	Titan yard

Flow back tanks:

Unit #	Description	Serial #	Location
Tank 1	Flow Back Tank		Titan yard
Tank 5	Flow Back Tank		Titan yard
Tank 7	Flow Back Tank	735219-16	Titan yard
Tank 9	Flow Back Tank		Titan yard
Tank 12	Flow Back Tank		Titan yard
Tank 13	Flow Back Tank		Titan yard
Tank 15	38m ³ Flow Back Tank	185130	Titan yard
Tank 17	Flow Back Tank	185194	Titan yard
Tank 20	Flow Back Tank	185211	Titan yard
	47.5m ³ Flow Back Tank	185507	Titan yard
	Flow Back Tank	185207	Titan yard
	Flow Back Tank	185152	Titan yard
	Flow Back Tank		Titan yard

Test tank:

Description	Serial #	Location
400 Barrel Test Tank	400620	Titan yard

Shower trailer:

Unit #	Description	Serial #	Plate #	Location
14	Shower Trailer Unit	2N9E4S2C75G017112	CLV 045	Force yard

Test separator trailer:

Description	Plate #	Location
Dual Axle Trailer with CBM Testing & Rentals Test Separator Unit	V258-70	Force yard

Pipe:

Description	Location
Various 5K Pipe (located Flow Back Tanks and P-Tank Units)	Titan yard
10K Pipe on 2013 Rainbow Dual Axle Trailer	Titan yard

Office trailers:

Unit #	Description	Serial #	Plate #	Location
251	Office Trailer			Titan yard
OT 251	King Office Trailer	2T9DC4RE311057288	CLN 105	Titan yard
OT 256	Office Trailer			Titan yard
OT 259	Monico Office Trailer		CLC 194	Titan yard
OT 261	Forks RV Office Trailer	1F9SLB121FS217486	CLP 387	Titan yard
OT 262	Forks RV Office Trailer	1F9SLB12XFS217485	CLP 386	Titan yard
OTG 24	Office Trailer	1F9SLB229CS217021 (Unit) / 1FBL9242CS217021 (MPIC Reg)	CMA 227	Titan yard
OT 260	Office Trailer	2TTMT26097R070581	CLJ 888	Force yard

Utility trailers and equipment:

Description	Serial #	Plate #	Location
Dual Axle Utility Trailer with Toolbox, Hoses and Pipe	533UF1822CC209946	CLH 942	Titan yard
Dual Axle B&D Trailers FT1 Trailer with Pipe	2B9CSL2X61G121046	CLV 028	Titan yard
Dual Axle Big Tex Trailer 70CH with Jet Toolbox	16VCX1824F4060132	CLR 151	Titan yard
Dual Axle Rainbow Utility Trailer FT3 with Jet Toolbox			Titan yard
2014 Rainbow Dual Axle Trailer with 10K Pipe	2RGBA162XE1002066		Titan yard
2011 Rainbow Dual Axle Utility Trailer with Hoses, Pipe, Stands and Joints	2RGBE1826B1001431	CLV 047	Titan yard
Dual Axle Utility Trailer	2P9UT4293CP078148	CLG 603	Titan yard
Flat Deck Trailer	4P5F82426A1146057	CLC 206	Titan yard
Dual Axle Utility Trailer with Hoses, Pipe, Stands and Joints		LH 94	Titan yard

Storage and inventory:

Description	Location
Various 100lb propane tanks	Titan yard
Various Hose Inventory	Titan yard
Storage Shed with Rolling Door	Titan yard
Parts, Tools and Fitting Inventory (located in storage shed)	Titan yard
Various Fire extinguishers	Titan yard
Sea-Can	Titan yard
Parts, Tools and Fitting Inventory (located in Sea-Can)	Titan yard

Other equipment:

Description	Serial #	Location
Approximately 45 H ₂ S Alarms and Charging Dock		Office
Various SCBA Packs and O ₂ Tank Inventory		Titan yard / Office
Gas transfer pumps (12) and parts for same		Titan yard
Weed Eater Garden Tractor	020607D001135	Titan yard
Powermate Portable Generator		Titan yard

Parcel 2 – Titan equipment and inventory addendum

Additions to Parcel 2

Flow back tanks:

Unit #	Description	Serial #	Location
Tank 2	Flow Back Tank		Titan yard
Tank 11	Flow Back Tank	735219-18	Titan yard

Vehicles:

Unit #	Description	Serial #	Plate #	Location
	2000 Ford F150 Lariat Supercab	2FTRX18L8YCA11517	CHE 587	Titan

Other equipment:

Description	Serial #	Location
Various SCBA Packs		Titan yard

Schedule 3 – Town Purchased Assets

Title No. 2977922/2

LOT 2 PLAN 63794 BLTO EXC ALL MINES AND MINERALS AS RESERVED IN THE GRANT FROM THE CROWN, REGISTERED AS TRANSFER R139275.5 IN SW 1/4 35-10-26 WPM

Schedule 4- Town Claims to be deleted and expunged from title to the Real Property

None

**Schedule 5 – Permitted Encumbrances, Easements and Restrictive Covenants
related to the Real Property
(unaffected by the Vesting Order)**

Caveat No. 1145854/2
From/By: MANITOBA HYDRO ELECTRIC BOARD
To: CHARLES STEEL AS AGENT
RE PLAN 42774
EASEMENT AGRT DATED 16 JAN 2002

Caveat No. 1326156/2
From/By: THE MANITOBA HYDRO-ELECTRIC BOARD & MTS INC.
To: GLENN W. GRAY AND BRENDA K. MATTE AGENTS
RE PLAN 53541
GRANT OF EASEMENT DATED OCT. 24, 2012

THE QUEEN'S BENCH
Winnipeg Centre

IN THE MATTER OF:

The Appointment of a Receiver pursuant to Section 243 of the *Bankruptcy and Insolvency Act*, R.S.C. 1985 c.B-3, as amended and Section 55 of *The Court of Queen's Bench Act*, C.C.S.M. c. C280

BETWEEN:

ROYAL BANK OF CANADA,

Plaintiff,

- and -

FORCE RENTALS LTD. and 5604070 MANITOBA LTD.,

Defendants.

SERVICE LIST

Party/Counsel	Telephone	Email	Party Representative
ROYAL BANK OF CANADA 1790 Hamilton Street Regina, SK S4P 2B2 GORDON FRY Facsimile: 306-780-2523	306-780-2305	gord.fry@rbc.com	Secured Creditor
FILLMORE RILEY LLP 1700 – 360 Main Street Winnipeg, MB R3C 3Z3 MICHAEL DOW Facsimile: 954-0319 AARON CHALLIS Facsimile: 204-954-0340	204-956-2970 204-957-8319 204-957-8340	mdow@fillmoreriley.com achallis@fillmoreriley.com	Counsel for Royal Bank of Canada
DELOITTE RESTRUCTURING INC.			Receiver

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<p>5604070 MANITOBA LTD. 165 Queen Street West Box 1591 Virden, MB R0M 2C0</p> <p>AARON ROOKES Facsimile: 204-748-6197</p>		titan123@mts.net	The Debtor
<p>TAPPER CUDDY LLP 1000 – 330 St. Mary Avenue Winnipeg, MB R3C 3Z5</p> <p>RICHARD SCHWARTZ Facsimile: 204-748-3007</p>	204-944-8777 204-944-3232	rschwartz@tappercuddy.com	Counsel for the Debtors
<p>BANK OF NOVA SCOTIA P.O. Box 1833, Station Main Calgary, AB T2P 2L8</p>			Secured Creditor
<p>ROCKET LEASING LTD.</p>		rob@rocketleasing.com	Secured Creditor

GM CANADA FINANCIAL LTD. CANADA LEASING LTD. Facsimile: 817-302-7940			Secured Creditor
MERCHANT ADVANCE CAPITAL		support@merchantadvance.com	Secured Creditor
DEPARTMENT OF JUSTICE 301 – 310 Broadway Winnipeg, MB R3C 0S6 PENNY L. PIPER Facsimile: 204-984-5434	204-984-1756	Penny.piper@justice.gc.ca	
MANITOBA JUSTICE – CIVIL LEGAL SERVICES 730 – 405 Broadway Winnipeg, MB R3C 3L6 SEAN D. BOYD Facsimile: 204-948-2826 SHELLEY L. HANER Facsimile: 204-948-2826	204-945-0165 204-945-0243	sean.boyd@gov.mb.ca shelley.haner@gov.mb.ca	
ESTEVAN METER SERVICES LTD. Box 355 321 Imperial St. Estevan, SK S4A 2A4		mjohnson@estevanmeter.com	Unsecured Creditor
RAPTOR ENTERPRISES LTD. Box 214 Waskada, MB R0M 2E0 Facsimile: 204-673-2736	204-673-2575		Unsecured Creditor
10007785 MANITOBA LTD. Box 2588 Virden, MB R0M 2C0	204-748-2112	wayne@whiteowlservice.com	Unsecured Creditor