

District of: Manitoba
Court No. CI 23-01-41060

FORM 87
Notice and Statement of the Receiver
(Subsection 245(1) and 246(1) of the
Bankruptcy and Insolvency Act)

IN THE MATTER OF THE RECEIVERSHIP OF
3816410 MANITOBA LTD. (o/a Berg's Trailers & Prep and Paint)
of the City of Winkler, in the Province of Manitoba

The Receiver gives notice and declares that:

1. On the 25th day of May 2023, Deloitte Restructuring Inc. ("Deloitte") was appointed by the Court of King's Bench for Manitoba as the receiver (the "Receiver") in respect of all the assets, undertakings, and properties (the "Property") of 3816410 Manitoba Ltd. (o/a Berg's Trailers & Prep and Paint) ("3816410 MB Ltd." or the "Company"), an insolvent person, acquired for or used in relation to the business carried on by 3816410 MB Ltd., which forms the security of the Bank of Montreal ("BMO") that is described below:

Description	Book Values (1)
Accounts and taxes receivable	\$910,055
Inventory	2,669,596
Land and building	826,168
Furniture, fixtures and equipment	173,176
Total	\$4,578,995

(1) Unless otherwise noted, book values are based on amounts reported per the most recent internal financial statements of the Company as at April 30, 2023.

Note: The net realizable value of the assets will differ from the aggregate of the above book values, and the differences may be significant.

2. Deloitte became Receiver by virtue of an order of the Honourable Mr. Justice Edmond of the Court of King's Bench for Manitoba which is attached to this Notice as **Schedule "A"**.
3. The Receiver took possession and control of the Property described above on the 25th day of May, 2023.
4. The following information relates to the receivership:
 - (a) Address of insolvent person: 1-550 George Avenue, Winkler, Manitoba R6W 0J4
 - (b) Principal line of business: Manufacturing grain and aluminum trailers
 - (c) Location of business: 1-550 George Avenue, Winkler, Manitoba R6W 0J4
 - (d) Amount owed to each creditor who holds a security on the Property described above:

Description	Book Values
BMO ⁽¹⁾	\$2,044,646
BMO (USD MasterCard) ⁽¹⁾	\$79,571
Finishmaster Canada Inc.	23,685
Integra Castings Inc.	1
Royal Bank of Canada	1
Total	\$2,147,904

(1) Balance as at May 16, 2023, based on the Affidavit of Mathan Kumar sworn on May 18, 2023.

(e) The other creditors of the Company and the amount(s) owed to each creditor are attached hereto as **Schedule "B"** (Note: for creditors with unknown amounts owing, a placeholder of \$1 has been included).

(f) The intended plan of action of the Receiver during the receivership, to the extent that such a plan has been determined, is as follows:

- Collection of accounts receivable; and
- Sale of the inventory, land and building, and furniture, fixtures and equipment to maximize net realizations.

(g) Contact person for the Receiver:

- Deloitte Restructuring Inc.
360 Main Street, Suite 2300
Winnipeg, MB R3C 3Z3
Attention: John R. Fritz, LIT
Tel: (204)944-3586
Fax: (204)947-2689

Dated at Winnipeg, Manitoba, this 2nd day of June 2023.

DELOITTE RESTRUCTURING INC.,
in its capacity as Receiver of 3816410
Manitoba Ltd. (o/a Berg's Trailers &
Prep and Paint), and not in its personal
capacity.



Per: Brent Warga, CPA, CA, CIRP, LIT
Senior Vice-President

SCHEDULE A – RECEIVERSHIP ORDER

THE KING'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 KING'S*
BENCH ACT, C.C.S.M. c. C280

BETWEEN:

BANK OF MONTREAL,

Applicant,

- and -

3816410 MANITOBA LTD. O/A BERG'S TRAILERS & PREP AND PAINT,

Respondent.

ORDER
(Appointing Receiver)

MLT AIKINS LLP
Barristers & Solicitors
30th Floor – 360 Main Street
Winnipeg, Manitoba, R3C 4G1

J.J. BURNELL / ANJALI SANDHU
Telephone: (204) 957-4663 / (204) 957-4760
Facsimile: (204) 957-0840

File No. 0076354.01105

Box No. 3

THE KING'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 KING'S BENCH ACT*, C.C.S.M. c. C280

THE HONOURABLE MR.) THURSDAY, THE 25th DAY OF MAY,
) 2023
JUSTICE EDMOND)

BETWEEN:

BANK OF MONTREAL,

Applicant,

- and -

3816410 MANITOBA LTD. O/A BERG'S TRAILERS & PREP AND PAINT,

Respondent.

ORDER
(appointing Receiver)

THIS APPLICATION made by the Applicant 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 Deloitte Restructuring Inc. ("**Deloitte**") as receiver and manager (in such capacities, the "**Receiver**") without security, of all of the assets, undertakings and properties of 3816410 Manitoba Ltd. o/a Berg's Trailers & Prep and Paint (the "**Debtor**") acquired for, or used in relation to a business carried on by the Debtor, was heard this day at the Law Courts Building, 408 York Avenue, Winnipeg, Manitoba.

ON READING the affidavit of Mathan Kumar sworn May 18, 2023 and on hearing the submissions of counsel for the Applicant and counsel for the Receiver, no one appearing for any other party although duly served as appears from the affidavit of service of Kari Klassen sworn April 24, 2023 and on reading the consent of Deloitte to act as the Receiver,

SERVICE

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

APPOINTMENT

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

RECEIVER'S POWERS

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

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

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

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

- (i) to undertake environmental or workplace safety and health assessments of the Property and operations of the Debtor;
- (j) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtor, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;
- (k) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (l) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,
 - (i) without the approval of this Court in respect of any transaction not exceeding \$100,000.00, provided that the aggregate consideration for all such transactions does not exceed \$500,000.00; and
 - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

and in each such case notice under subsection 59(10) of *The Personal Property Security Act* (Manitoba), or section 134(1) of *The Real Property Act* (Manitoba), as the case may be, shall not be required.

- (m) notwithstanding paragraph 3(l) above, to sell (the “**Sale Transaction**”) any of the equipment or inventory comprising the Property (the “**Purchased Assets**”) by way of public auction or auctions (the “**Auction**”) to a purchaser or purchasers (the “**Purchaser**”) on the terms and conditions set out below in paragraph 4;
- (n) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (o) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (p) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (q) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtor;
- (r) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtor;
- (s) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have;

- (t) to voluntarily assign the Debtor into Bankruptcy; and
- (u) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations;

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

VESTING IN PURCHASER

4. THIS COURT ORDERS AND DECLARES that upon filing a certificate with this Honourable Court substantially in the form annexed as **Schedule "B"** (the "**Receiver's Auction Certificates**") hereto all of the Debtor's right, title and interest in and to the Purchased Assets described therein shall vest absolutely in the respective Purchaser, free and clear of and from any and all security interests (whether contractual, statutory or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or have been perfected, registered or filed and whether secured, unsecured or otherwise, (the "**Claims**") including, without limiting the generality of the foregoing: (i) all Charges created by this Order; (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.

5. THIS COURT ORDERS that the Receiver 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 Sale Transaction and for the conveyance of the Purchased Assets to the Purchaser.

6. THIS COURT ORDERS that for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, and that from and after the filing of the Receiver's Auction Certificates all Claims shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased

Assets immediately prior to the Sale Transaction, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the Sale Transaction.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

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

8. THIS COURT ORDERS that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtor, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "**Records**") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 8 or in paragraph 9 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.

9. 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.

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

NO PROCEEDINGS AGAINST THE RECEIVER

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

NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY

12. THIS COURT ORDERS that no Proceeding against or in respect of the Debtor or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtor or the Property are hereby stayed and suspended pending further Order of this Court provided; however, that nothing in this Order shall

affect a Regulatory Body's investigation in respect of the Debtor or an action, suit or proceeding that is taken in respect of the Debtor by or before the Regulatory Body, other than the enforcement of a payment order by the Regulatory Body of the Court. **"Regulatory Body"** means a person or body that has powers, duties or functions relating to the enforcement or administration of an Act of Parliament or of the legislature of a province.

NO EXERCISE OF RIGHTS OR REMEDIES

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

NO INTERFERENCE WITH THE RECEIVER

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

CONTINUATION OF SERVICES

15. THIS COURT ORDERS that all Persons having oral or written agreements with the Debtor or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Debtor are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such

goods or services as may be required by the Receiver, and that the Receiver shall be entitled to the continued use of the Debtor's current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Debtor or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

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

EMPLOYEES

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

PIPEDA

18. THIS COURT ORDERS that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose

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

LIMITATION ON ENVIRONMENTAL LIABILITIES

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

the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

LIMITATION ON THE RECEIVER'S LIABILITY

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

RECEIVER'S ACCOUNTS

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

22. THIS COURT ORDERS that the Receiver and its legal counsel shall pass its accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are hereby referred to a judge of this Court, but nothing herein shall fetter this Court's discretion to refer such matters to a Master of this Honourable Court.

23. THIS COURT ORDERS that prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the standard rates and charges of the Receiver or its counsel, and such amounts shall

constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

24. THIS COURT ORDERS that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$300,000.00 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "**Receiver's Borrowings Charge**") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

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

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

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

SERVICE AND NOTICE

28. THIS COURT ORDERS that the Applicant and the Receiver be at liberty to serve 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, facsimile or electronic 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 notice by courier, personal delivery or electronic 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.

29. THIS COURT ORDERS that counsel for the Receiver shall prepare and keep current a service list ("**Service List**") containing the name and contact information (which may include the address, telephone number and facsimile number or email address) for service to: the Applicant; the Receiver; and each creditor or other interested Person who has sent a request, in writing, to counsel for the Receiver to be added to the Service List. The Service List shall indicate whether each Person on the Service List has elected to be served by email or facsimile, and failing such election the Service List shall indicate service by email. The Service List shall be posted on the website of the Receiver at the address indicated in paragraph 30 herein. **For greater certainty, creditors and other interested Persons who have received notice of this Order and who do not send a request, in writing, to counsel for the Receiver to be added to the Service List, shall not be required to be further served in these proceedings.**

30. THIS COURT ORDERS that the Applicant, the Receiver, and any party on the Service List may serve any court materials in these proceedings by facsimile or by e-mailing a PDF or other electronic copy of such materials to counsels' email addresses as recorded on the Service List from time to time, and the Receiver may post a copy of any or all such materials on its website at www.insolvencies.deloitte.ca/en-ca/BergsTrailers. Service shall be deemed valid and sufficient if sent in this manner.

GENERAL

31. 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.

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

33. 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.

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

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

36. THIS COURT ORDERS that the Receiver's Charge and the Receiver's Borrowings Charge granted in paragraphs 21 and 24, respectively, are granted on a without prejudice basis and are not determinative of priority in respect of any valid deemed trust claim of His Majesty in right of Canada ("HMK") and the granting of the Receiver's Charge and the Receiver's Borrowings Charge in this matter shall not be used as a precedent for future matters. HMK can file a motion to determine the priority of the Receiver's Charge, the Receiver's Borrowings Charge and HMK's deemed trust claims at any time prior to a distribution order being granted by the Court in respect of this matter.

37. 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 Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

May 25, 2023

J. EDMOND

Edmond, J.

I, ANJALI SANDHU OF THE FIRM OF MLT AIKINS LLP HEREBY CERTIFY THAT I HAVE RECEIVED THE CONSENTS AS TO FORM OF THE FOLLOWING PARTY:

Catherine Howden of Pitblado LLP, counsel for the Receiver

AS DIRECTED BY THE HONOURABLE MR. JUSTICE EDMOND.

SCHEDULE "A"
RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that Deloitte Restructuring Inc., the receiver (the "**Receiver**") of the assets, undertakings and properties 3816410 Manitoba Ltd. o/a Berg's Trailers & Prep and Paint (the "**Debtor**") acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (collectively, the "**Property**") appointed by Order of The King's Bench, Winnipeg Centre (the "**Court**") dated the ___ day of _____, 2023 (the "**Order**") made in an action having Court file number _____, has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of \$ _____, being part of the total principal sum of \$ _____ which the Receiver is authorized to borrow under and pursuant to the Order.

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

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

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

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

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

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

DATED the ____ day of _____, 20__.

Deloitte Restructuring Inc., solely in its capacity as Receiver of the Property, and not in its personal capacity

Per: _____

Name:

Title:

SCHEDULE "B"
RECEIVER'S AUCTION CERTIFICATE

RECITALS

1. Pursuant to an Order (the "**Receivership Order**") of the Honourable Mr. Justice Edmond of the Manitoba Court of King's Bench (the "**Court**") dated May 25, 2023 Deloitte Restructuring Inc. was appointed the Receiver (the "**Receiver**") of the undertakings, properties and assets of 3816410 Manitoba Ltd. o/a Berg's Trailers & Prep and Paint (the "**Debtor**").

2. Pursuant to the Receivership Order, the Court authorized the Receiver to enter into the sale (the "**Sale Transaction**") any of the equipment or inventory comprising the Property (the "**Purchased Assets**") by way of public auction or auctions (the "**Auction**") to a purchaser or purchasers (the "**Purchaser**") and ordered that upon filing a certificate with this Honourable Court all of the Debtor's right, title and interest in and to the Purchased Assets described therein shall vest absolutely in the respective Purchaser, free and clear of and from any and all security interests (whether contractual, statutory or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or have been perfected, registered or filed and whether secured, unsecured or otherwise, (the "**Claims**") including, without limiting the generality of the foregoing: (i) all Charges created by this Order; (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.

THE RECEIVER CERTIFIES the following:

1. The Sale Transaction with respect to the Purchased Assets listed below was completed by Auction on [DATE];

[LIST PURCHASED ASSETS]

2. The Receiver has received the full amount owing under the Sale Transaction.

DATED the ____ day of _____, 20__.

Deloitte Restructuring Inc., solely in its capacity as Receiver of the Property, and not in its personal capacity

Per:

Name:

Title:

SCHEDULE B – LIST OF CREDITORS

3816410 MANITOBA LTD. (O/A BERG'S TRAILERS & PREP AND PAINT)**CREDITOR LISTING****SECURED**

Name	Amount
Bank of Montreal	\$ 2,124,217
Finishmaster Canada Inc.	23,685
Integra Castings Inc.	1
Royal Bank of Canada	1
Subtotal	2,147,904

PREFERRED

Name	Amount
Abe Wiebe	2,000
Alexander Hackbart	2,000
Cristian Pazer	1,664
Eddy Zacharias	2,000
Ernie Krahn	2,000
Heather Elias	1,245
Ihor Kolesnyk	1,236
Irina Piskunova	1,669
Jacob Harder	1,980
Jacob Reimer	2,000
Jacobo Rempel	2,000
Jason Gildenberg	2,000
Jeff Wiebe	2,000
Jenny Martens	1,278
Kevin Peters	2,000
Len Penner	2,000
Lukas Peters	2,000
Maksym Krasyuk	2,000
Marat Sazonov	2,000
Martin Banman	505
Nikolai Piskunov	2,000
Oleksandr Skrpnyk	2,000
Peter Bergen	2,000
Peter D Wiebe	2,000
Peter Krahn	2,000
Pritt Pal Singh Heir	2,000
Rhandy Fehr	2,000
Riley Klassen	2,000
Sarbjit Singh	1,961
Vitalii Kolesnyk	1,279
Subtotal	54,818

UNSECURED

Name	Amount
18 Wheeler Safety & Repair Shop	3,473
6081488 MB Inc.	2,475
6448942 MB LTD.	12,761
Abe Quiring	3,100
Abe Wiebe	23,419
Alex Quade	5,000
Alexander Hackbart	7,309
Amazon	813
Amazon.Ca Prime Member	715
Ambassador Laser	605
Andrew Brown	15,000
Applifast	60,948
ASA Alloys	845

3816410 MANITOBA LTD. (O/A BERG'S TRAILERS & PREP AND PAINT)**CREDITOR LISTING**

Assiniboine LEI Customs Brokers Ltd	515
B. G. Auto Shop	2,782
Bailey Repair Service	9,370
Bartel Farms / Bulk Freight	5,000
BBVA	1,504
Blow Out Fire & Safety	87
Border View Electric Ltd.	3,813
Borderland Manufacturing	175,795
Borreguito Cimarron	359
Brunswick Steel	11,854
Buyers Products Company	172
CAD Advanced	174
Canada Revenue Agency - GST	337,243
Canada Revenue Agency - Payroll	771,155
Canadian Cerebral Palsy	244
Canadian Lumber	612
Canadian Tire Mastercard	18,031
Cascadia Metals	27,973
Centennial Farm Supply Ltd./ Petro Canada	69
CFIB	428
Cintas Canada Limited	411
City Of Winkler	31,773
Clearview Consumers Coop	788
Cloverdale Industrial Protective Coatings	73,596
Cole International Inc.	1,671
Coop	23,480
Corner Equipment	4,956
Corpell's Water	409
Cristian Pazer	2,040
CWB Group Industry Services	1,680
CWB National Leasing	227
D.A.Loewen Electric Ltd.	5,517
Derrick Tyson	599
Dexter	272
DL-Parts For Trailers	3,441
Double S Agri Transport	1,356
Duron Equipment Inc.	132
Eagleye Printing & Design	199
Eco Plus Sanitation and Cleaning Supplies	762
Eddy Zacharias	3,461
Encore Metals	2,667
Enviro-Tech Powder Coating	466
Ernie Krahn	2,180
Essentra Components	620
Eveley International	1,322
Fairview Fittings	12,825
Fastenal Industrial Supplies	227
Fehrway Feeds & Livestock Equipment	1,664
Fleet Brake	15,994
Fleetbrake	608
Fort Garry Industries	1,038
Frontier Supply Chain Solutions Inc.	781
Gateway Resources	998
General Metal.	2,005
George's Kitchen Ice Cream	26
Gerald Letexier	1,000
Giesbrecht Excavating Ltd.	647
Gingerwood's Purely Matural water	36

3816410 MANITOBA LTD. (O/A BERG'S TRAILERS & PREP AND PAINT)**CREDITOR LISTING**

Gislason Targownik Peters	12,087
Grainger Canada	259
Green Acres Colony	200
Heart and Stroke Foundation	151
Heartland Security & Locksmith	23
Heather Elias	620
HMFT Inc.	36
Hyva Corp USA	3,713
Ihor Kolesnyk	1
Impact Signs	1,145
Impel Heavy Equipment Service Inc.	263
Integrity Parts Plus	993
Irina Piskunova	1,680
Jacob Harder	1,145
Jacob Reimer	1,657
Jacob Reimer	13,653
Jacobo Rempel	11,507
Jammy Incorporated	210
Janzen Paint	62,156
Janzen Pontiac Buick GMC Ltd.	173
Janzen's Paint & Decorating	62,156
Jason Gildenberg	1,202
Jeff Wiebe	6,991
Jenny Martens	600
John Friessen	3,800
John's PLG. Htg. Air Cond. Ltd	179
Johnson Plastics	203
Jost International	15,932
JPV Creative Promotions	8
JR Bearing & Power Ltd.	3,494
JRT Metalworks Inc.	1
K&K Enterprise	8,356
Kal Tire	386
Kel's Custom TIG Welding	308
Kevin Peters	2,561
Keystone Pattern Inc	2,772
Lakeshore Sales	2,132
Len Penner	18,615
Linde Gas	9,514
Lukas Peters	6,501
MacMor Ind ltd	2,697
Maintenance Welding Products	8,103
Maksym Krasnyuk	938
Manitoba Hydro	33,979
Manitoba Hydro 6183227	5,581
Manitoba Labour and Immigration	646
Manitoulin Transport	1,329
Marat Sazonov	6,711
Mark Elias	2,821
Marketbook	1,379
Martin Banman	1,132
Metalium Industries	6,376
Michel's Industries	26,132
Mid Canada Fasteners & Tools	195
Mid-Canada Bearing Inc.	4,260
Mighty Environmental Containers	65
Minimizer	1,825
Murlin Holdings Ltd.	750,000

3816410 MANITOBA LTD. (O/A BERG'S TRAILERS & PREP AND PAINT)**CREDITOR LISTING**

MWM Enviromental	3,699
Nikolai Piskunov	2,284
Office Innovations Inc.	1,147
OK Tire	774
Oleksandr Skrpnyk	803
Parkside Home Building Centre	8,279
Paul Bonikowsky	56,700
Pembina Sharpening Service	108
Pembina Valley Auto Service	819
Pembina Valley Canvas Ltd	7,210
Penner Interior Auto Detailing	984
Peter Friesen	7,938
Peter Bergen	10,954
Peter D Wiebe	2,949
Peter Krahn	1,980
Peter Rempel Electric Ltd	90
Pitney Bowes	156
Platinum Polishing	95
Polysource Industries	22,728
Pritt Pal Singh Heir	1,809
Pro Eagle Transport US	6,093
Profound Engineering	690
Pro-Line Tool Supply	10,988
Province of Manitoba PST	26,781
Purolator Freight	66
Purolator Inc.	5,955
RB Millwok (Rosebank Colony)	66,565
RCAP Leasing	5,287
Rhandy Fehr	2,494
Richland Transport Inc.	3,150
Rick Bresky Trucking Ltd.	265
Ride-Air Controls Inc	15,217
Riley Klassen	2,690
Rite-Way Rentals	9,964
River City Express	6,040
Road Rig Parts & Service	114,758
Sarbjit Singh	880
Scooby's Custom Welding	23,768
Sealco Commercial Vehicle Products	11,543
Secoya International Transport LLC.	6,516
Securitrim (Reflective Tape)	1,432
Selkirk Silica/Trig Industrial	4,642
SGI Insurance	500
ShangKun Industrial Technology Co.,Ltd.	423
Silverline Industries LTD.	2,465
Simtax Consultants Inc.	79
Skeans	18
SP Plus Hector International Airport	78
Spaenaur	376
Start-N-Charge	520
Steeltree	209
Summit Motors	967
Sun Valley RV	44
Sun Valley Tire	13,393
Traction Heavy Duty UAP Inc.	8,968
Trans East Trailers	23,933
Tri Form Poly	7,029
Triple L Excavating	2,517

3816410 MANITOBA LTD. (O/A BERG'S TRAILERS & PREP AND PAINT)

CREDITOR LISTING

Tri-S Storage Sourcing Solutions	1,239
Veqor S.A. de C.V. USD	145,577
Vitalii Kolesnyk	1
Westland Insurance	3,067
Wheel Monitor Inc	2,938
Wink City Signs	261
Winkler & District Chamber Of Commerce	13
Winkler Canvas Ltd	1,940
Winkler Co-op	126
Winkler Emergency Services	480
Zach Bros Construction Ltd.	22,708
Subtotal	3,514,224
Total	\$ 5,716,946