

**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.

**THIRD REPORT OF DELOITTE RESTRUCTURING INC.,
IN ITS CAPACITY AS COURT APPOINTED RECEIVER OF
FORCE RENTALS LTD. AND 5604070 MANITOBA LTD.**

September 12, 2019

RECEIVER

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INTRODUCTION

1. On December 18, 2018, Royal Bank of Canada (“**RBC**” or the “**Plaintiff**”) made an application to the Court of Queen’s Bench of Manitoba (the “**Court**”) seeking an order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985 c. B-3, as amended (the “**BIA**”), and section 55 of *The Court of Queen’s Bench Act*, C.C.S.M. c. C280, as amended, to appoint Deloitte Restructuring Inc. (“**Deloitte**”) as receiver (the “**Receiver**”), without security, of all the present and after acquired assets, undertakings, and properties (the “**Property**”) of Force Rentals Ltd. (“**Force**”) and 5604070 Manitoba Ltd. (O/A Titan Production Testing) (“**Titan**”) (collectively the “**Companies**”). The Honourable Justice C. W. Martin adjourned the December 18, 2018 hearing to December 21, 2018 to provide additional time for the Companies to pursue alternate refinancing to repay RBC, and to enable the Plaintiff and Canada Revenue Agency (“**CRA**”) additional time to determine if a consent receivership order could be agreed upon with respect to certain priorities.
2. On December 21, 2018 (the “**Date of Receivership**”), the Honourable Justice C. W. Martin granted an Order (the “**Receivership Order**”) appointing Deloitte as Receiver. The Receivership Order was amended and restated on January 9, 2019 (the “**Amended and Restated Receivership Order**”), and was entered with the Court on March 14, 2019. A copy of the Receivership Order, the Amended and Restated Receivership Order, and other information regarding the receivership proceedings can be accessed on the Receiver’s website at www.insolvencies.deloitte.ca/en-ca/forcerentals (the “**Receiver’s Website**”).
3. This report constitutes the third report of the Receiver (the “**Third Report**”). The Third Report is being filed in support of the Receiver’s application to this Honourable Court on September 18, 2019 seeking the following:
 - a) Approval of the reported actions of the Receiver to date in respect of administering these receivership proceedings;
 - b) Approval of the proposed distributions to CRA in satisfaction of its deemed trust claims for unremitted payroll source deductions (the “**CRA Trust Claims**”);

- c) Approval of the Wage Earner Protection Program (“**WEPP**”) priority payment to the Government of Canada (the “**WEPP Priority**”), not to exceed \$16,500;
- d) Approval of a holdback (the “**Residual Holdback**”) on account of the following:
 - i. Fees and disbursements of the Receiver incurred, and yet to be incurred, subsequent to September 2, 2019, to complete the administration of these proceedings;
 - ii. Fees and disbursements of the Receiver’s legal counsel, MLT Aikins LLP (“**MLT Aikins**”) incurred, and yet to be incurred, subsequent to July 31, 2019;
 - iii. Additional WEPP Priority payments (the “**Additional WEPP Priority**”) as not all former employees filed WEPP claims as at the date of this Third Report;
 - iv. Administration fees guaranteed by RBC on account of the bankruptcy proceedings for Force; and
 - v. A residual contingency reserve;
- e) Approval of the future distributions of funds, after payment of the CRA Trust Claims, payment of the WEPP Priority, and retention of the Residual Holdback, to RBC as they relate to the RBC Security (as defined below) and as they become available up to the amount of the RBC Indebtedness (as defined below);
- f) Approval of the fees and disbursements of the Receiver and MLT Aikins;
- g) Approval of the Receiver’s Statement of Receipts and Disbursements for the period March 6, 2019 to September 6, 2019; and
- h) An Order discharging the Receiver.

TERMS OF REFERENCE

4. In preparing this Third Report, the Receiver has relied upon unaudited financial information, the books and records of the Companies, and discussions with former management of the Companies (“**Management**”), interested parties, and the stakeholders of the Companies.
5. The financial information of the Companies has not been audited, reviewed or otherwise verified by the Receiver as to its accuracy or completeness, nor has it necessarily been prepared in accordance with generally accepted accounting principles and the reader is cautioned that this Third Report may not disclose all significant matters about the Companies. Additionally, none of the Receiver’s procedures were intended to detect defalcations or other irregularities. If the Receiver were to perform additional procedures or to undertake an audit examination of the financial statements in accordance with generally accepted auditing standards, additional matters may have come to the Receiver’s attention. Accordingly, the Receiver does not express an opinion nor does it provide any other form of assurance on the financial or other information presented herein. The Receiver may refine or alter its observations as further information is obtained or brought to its attention after the date of this Third Report.
6. Unless otherwise stated, all monetary amounts contained in this Third Report are expressed in Canadian dollars.
7. Capitalized terms used in this Third Report but not defined herein are as defined in the first report of the Receiver dated January 7, 2019 (the “**First Report**”), the second report of the Receiver dated March 8, 2019 (the “**Second Report**”), and the various Court Orders issued in these proceedings.

BACKGROUND

8. Force is a private company incorporated in October 2007 and Titan is a private company incorporated in December 2007, both under the laws of the Province of Manitoba. The Companies provided oil field services and oil field equipment rentals primarily in and around Southwestern Manitoba. As of November 22, 2018, according to the Corporations

Branch (Manitoba) Registry, the sole directors of Force were Mr. Derek Coulter (President) (“**Mr. Coulter**”) and Mr. Todd Hayward (Secretary and Vice-President) (“**Mr. Hayward**”), and the sole directors of Titan were Mr. Aaron Rookes (President) (“**Mr. Rookes**”) and Mr. Coulter (Secretary and Treasurer).

9. The Companies’ head office was located in owned premises at 165 Queen Street West in Virden, Manitoba (the “**Virden Office**”). The Companies’ primary assets consisted of pressure tanks, flare stacks, barrel test tanks, flow back tanks, pipe, and light towers. Based on discussions with Management and a review of the Companies’ October 31, 2018 internal financial statements, the net book value of the land, buildings, and equipment approximated \$2.1 million for Force and approximated \$0.8 million for Titan.
10. RBC is the principal lender to the Companies and holds various first ranking security positions as against the Companies and their assets (the “**RBC Security**”). RBC was owed approximately \$2.3 million by the Companies at the Date of Receivership (approximately \$1.7 million by Force and approximately \$0.6 million by Titan) (the “**RBC Indebtedness**”).

Powers of the Receiver

11. The Receiver’s powers are detailed in Paragraph 3 of the Amended and Restated Receivership Order and include the power to take and maintain possession and control of the Property; the power to manage, operate, and carry on the business of the Companies; and the power to market and sell the Property (subject to Court approval if one sale exceeds \$100,000 or if in the aggregate the sales exceed \$250,000), among others.
12. The Receivership Order also empowers the Receiver 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 \$250,000 (or such greater amount as the Court may by further Order authorize) (the “**Borrowing Facility**”).

ACTIVITIES OF THE RECEIVER SINCE THE SECOND REPORT

13. Since the Second Report, the Receiver has undertaken the following activities:

- a) Closed the Court approved asset sale with McDougall Auctioneers Ltd. (“**McDougall**”);
- b) Closed the Court approved land sale with the Town of Virden (the “**Town**”);
- c) Collected outstanding customer accounts owing to the Companies;
- d) Located, transported, and secured additional vehicles and equipment that were not stored on the Titan or Force yard sites, nor disclosed to the Receiver, at the Date of Receivership, and arranged to have the assets sold on a consignment basis by McDougall or by private sale;
- e) Cancelled insurance on assets that were sold by the Receiver;
- f) Corresponded with CRA with respect to payroll source deduction and goods and services tax (“**GST**”) trust audits and deemed trust claims, and completed statutory filings;
- g) Corresponded with creditors, shareholders, and other stakeholders of the Companies;
- h) Continued to update RBC with respect to the status of the receivership proceedings;
- i) Maintained, processed, and reconciled estate banking transactions and records;
- j) Assigned Force and Titan into bankruptcy; and
- k) Prepared, reviewed, and finalized this Third Report.

ASSETS

Accounts Receivable

14. As detailed in the Second Report, the Receiver had collected approximately \$240,000 of the approximate \$257,000 in recorded accounts receivable for Titan. Based on the Receiver's collection efforts, the residual \$17,000 is not collectible as the amounts are either owing from Force (approximately \$8,000), or sufficient supporting documentation has been provided by customers evidencing payment was already made, invoices were issued in duplicate, or invoices were issued without customer approval (approximately \$9,000) by Titan.
15. Based on a review of Titan's books and records, the Receiver identified two additional accounts that remained owing to Titan (which were not included in the \$257,000 accounts receivable balance) totaling approximately \$38,000. Although the Receiver continues collection efforts on these accounts, any further receipts are doubtful as one of the companies has filed for creditor protection (under the *Companies Creditors' Arrangement Act*), and the other customer is claiming offsetting amounts owing by Force.
16. As detailed in the Second Report, Force's outstanding accounts receivable totaled approximately \$69,000 owing from ten (10) customers. As at the date of this Third Report, the Receiver has collected approximately \$5,000 of the outstanding accounts. Of the remaining \$64,000, approximately \$45,000 is owing from two (2) entities associated with Mr. Coulter, approximately \$9,000 is owing from an individual in respect of a purchased trailer that when the Receiver attempted to collect the outstanding balance, the individual returned the trailer (and the trailer was then sold on consignment at the May 1, 2019 McDougall auction), and approximately \$10,000 is owing from four (4) customers that the Receiver continues to pursue (collectively the "**Remaining Accounts**"). Subject to receipt of sufficient documentation from customers evidencing a prior payment, offsetting claims, or support indicating that the invoices were incorrectly issued by Force, the Receiver intends to refer the Remaining Accounts to a third-party collection agency.
17. Based on the nature and age of the remaining Force and Titan receivable accounts, any

further collections are uncertain.

18. As discussed in the Second Report, on or about January 29, 2019, the Receiver was contacted by one of Force's customers who advised that they had been contacted by an individual representing themselves to be "former management" of Force, and instructing the customer to make payments directly to themselves and not the Receiver. On that same day, the Receiver sent e-mail correspondence to Mr. Coulter, Mr. Hayward, and Mr. Rookes, advising them of this allegation, and inquiring as to whether any of the principals had any knowledge of such communications with Force's customers. As at the date of this Third Report, the Receiver has not received any response to its e-mail correspondence of January 29, 2019.

Land and Buildings

19. As detailed in the Second Report and the Confidential Report of the Receiver dated March 8, 2019 (the "**Confidential Report**"), Titan owned the following real property:
 - a) 128 Tiger Moth Road (land); and
 - b) The Virden Office (land and building).
20. In accordance with the Court Order dated March 14, 2019 (the "**Sale Approval and Vesting Order**"), attached hereto as Exhibit A, the sale of 128 Tiger Moth Road to the Town was completed on May 14, 2019. The Receiver filed the Receiver's Certificate (the "**Land Sale Certificate**") with the Court on May 16, 2019, attached hereto as Exhibit B.
21. As further detailed in the Confidential Report, there were no offers received during the Receiver's Sales Process (as defined in the Second Report) for the Virden Office, and accordingly, on April 5, 2019, the Receiver entered into a listing agreement with Sutton-Harrison Realty (the "**Realtor**") located in Brandon, Manitoba. The Virden Office was listed for \$99,500 and was being sold on an "as is, where is" basis.
22. Two (2) interested parties (the "**Interested Parties**") submitted offers to the Realtor based on the understanding that the Virden Office was zoned for residential use. On April 17, 2019, during the Receiver's negotiations with the Interested Parties, the Town advised the

Realtor that the Virden Office was zoned for commercial use. This was immediately raised to the attention of both Interested Parties, and both Interested Parties subsequently withdrew their offers.

23. The Virden Office remains listed for sale with the Realtor as a commercial use property for \$90,000 (with the current listing agreement expiring on November 19, 2019). As the Realtor believed that the Virden Office may be more saleable if rezoned to residential use, the Receiver contacted the Town to better understand the timelines and process for such rezoning. As RBC does not have a security interest in the Virden Office (as further detailed below), the bankruptcy Trustee (as defined below) is continuing to complete the realization of the Virden Office for the benefit of the unsecured creditors in Titan's bankruptcy proceedings.

Equipment and Capital Assets

24. As detailed in the Second Report, and as approved by the Sale Approval and Vesting Order, the sale of the Companies' equipment by the Receiver to McDougall was completed on March 18, 2019. The Receiver filed the Receiver's Certificate (the "**McDougall Sale Certificate**") with the Court on March 19, 2019, attached hereto as Exhibit C.
25. As further detailed in the Second Report, the Receiver was continuing to follow up on sources of information that resulted in additional equipment (the "**Additional Equipment**") being located. All Additional Equipment was placed on consignment with McDougall and was sold at McDougall's May 1, 2019 auction, with the exception of one (1) residual light tower that was not delivered on time for the auction. The residual light tower has since been sold by McDougall and the proceeds (net of commissions) have been remitted to the Receiver.

CREDITOR CLAIMS

26. The Receiver and the Receiver's independent legal counsel, MLT Aikins, have reviewed the validity and priority of the secured and priority claims that have been identified, and the Receiver advises as follows:

- a) MLT Aikins has conducted an independent review of the validity and enforceability of the RBC Security and has opined (the “**Security Opinion**”) that the RBC Security:
- i. is valid and enforceable;
 - ii. ranks in priority to the unsecured creditors of Force and Titan and any subsequently appointed trustee in bankruptcy; and
 - iii. subject to certain exceptions noted below, ranks in priority to the other secured creditors of Force and Titan.
- b) As a result of CRA’s payroll audits of the Companies, on May 10, 2019, CRA sent correspondence to the Receiver confirming that Titan’s unremitted payroll source deduction arrears totaled \$68,400.10, of which \$33,168.54 related to the CRA Trust Claims, and Force’s unremitted payroll source deduction arrears totaled \$20,104.54, of which \$1,783.52 related to the CRA Trust Claims.
- c) As a result of CRA’s GST audits of the Companies, on May 10, 2019, CRA sent correspondence to the Receiver confirming that Titan’s unremitted GST arrears totaled \$15,240.66, of which \$14,812.41 related to CRA’s deemed trust claim, and Force had no unremitted GST owing.
- d) As detailed in the Second Report, on January 8, 2019, the Receiver sent the prescribed WEPP information to eleven (11) former employees of Titan with unpaid wages owing as at the Date of Receivership. In accordance with section 81.4(1) of the BIA, the WEPP Priority is not expected to exceed \$16,500.00. As at the date of this Third Report, the Receiver has been advised that six (6) employees have made claims under WEPP, and the WEPP Priority submitted by the Government of Canada totals \$10,655.63. Although five (5) former employees have yet to submit WEPP claims, based on the books and records of the Companies, the Receiver does not expect the Additional WEPP Priority to exceed \$5,815.00.

27. As between RBC and the other registrations in the Manitoba Personal Property Registry (the “**Manitoba PPR**”), as detailed in the Security Opinion, the following secured party registrants have priority over RBC in respect of certain serial numbered goods (the “**Priority Registrations**”):

- a) Bank of Nova Scotia;
- b) Rocket Leasing Ltd.; and
- c) GM Financial Canada Leasing Ltd.

The Receiver has reviewed the Priority Registrations and has confirmed that none of the serial numbered goods detailed therein were ever in the possession of the Receiver, and accordingly, were not sold by the Receiver.

28. The Security Opinion concluded on all security agreements between Force, Titan, and RBC, and comprised general security agreements and certain guarantees (collectively the “**Personal Property Security Documents**”). As RBC did not have any security registrations against 128 Tiger Moth Road or the Virden Office, the real property owned by Titan (the “**Real Property**”), the Security Opinion did not provide any commentary on the Real Property.

29. Based on Manitoba Property Registry searches conducted on December 14, 2018, attached hereto as Exhibit D, the only registrations against title 2977922/2 (i.e. 128 Tiger Moth Road) were certain easements registered by Manitoba Hydro Electric Board, and there were no registrations against title 2665314/2 (i.e. the Virden Office). As such, as RBC does not have any security registered against the Real Property, the proceeds realized from 128 Tiger Moth Road, and the proceeds to be realized from the Virden Office, will be available for distribution to Titan’s unsecured creditors and will be dealt with in Titan’s bankruptcy proceedings (further detailed below).

BANKRUPTCY PROCEEDINGS

30. In accordance with paragraph 3(s) of the Amended and Restated Receivership Order, the Receiver was empowered and authorized to assign Force and Titan into bankruptcy if

considered necessary or desirable.

31. Given that both Force and Titan are insolvent, and that a distribution to the unsecured creditors of Titan is expected as a result of realizations from the Real Property, rather than seek the approval of the Court for a formal claims process in the receivership proceedings, it was determined to be more cost effective to facilitate the claims process under the provisions of the BIA. The Receiver consulted with RBC with respect to the bankruptcy filings, and RBC agreed to guarantee the costs of the respective bankruptcy proceedings up to \$15,000 (plus GST). Based on the Real Property sale proceeds received as at that date of this Third Report (and those expected to be received from the sale of the Virden Office), it is not anticipated that RBC's guarantee will be drawn upon in Titan's bankruptcy proceedings.
32. Furthermore, in accordance with section 13.4(1) of the BIA, as previously discussed, the Security Opinion confirmed that the RBC Security constitutes valid and effective security interests in all right, title, and interest of Force and Titan described in the Personal Property Security Documents.
33. Accordingly, on June 14, 2019, the Receiver filed assignments into bankruptcy for both Force and Titan. The first meeting of creditors was held on July 2, 2019, at which time Deloitte was affirmed as bankruptcy trustee (the "**Trustee**").
34. The Trustee is currently in possession of the proceeds from the sale of 128 Tiger Moth Road, and will continue to realize on the Virden Office.

PROPOSED DISTRIBUTIONS

35. In accordance with the Security Opinion and the CRA Trust Claims, the Receiver is seeking Court approval to make the following distributions (the "**Proposed Distributions**"):
 - a) \$33,168.54 to CRA on account of unremitted payroll source deductions owing by Titan;
 - b) \$1,783.52 to CRA on account of unremitted payroll source deductions owing by

Force; and

- c) \$10,655.63 to the Government of Canada on account of the WEPP Priority.
36. The Receiver is further proposing to holdback the following funds to complete the administration of the receivership proceedings (the “**Residual Holdback**”):
- a) \$5,815.00 to be held by the Receiver pending finalization of the Government of Canada Additional WEPP Priority claim, if any;
 - b) \$33,435.00 to be held by the Receiver on account of estimated costs to complete the receivership proceedings; and
 - c) \$15,750.00 to be held by the Receiver on account of the RBC guarantee of the administration costs of the Force bankruptcy proceeding.
37. Subject to the Residual Holdback, the Receiver is proposing to distribute the balance of the funds held in trust to RBC on account of the priority of the RBC Security.
38. The Receiver is of the view that the Residual Holdback should be held to offset fees and disbursements of the Receiver and its legal counsel in work performed in administering the estates of the Companies, including work performed in respect of preparing the within application materials, appearing before the Court on the current motion for distribution and discharge of the Receiver, and dealing with any incidental matters that may be necessary to finalize the receivership thereafter.

FEES AND DISBURSEMENTS OF THE RECEIVER AND ITS LEGAL COUNSEL

39. Pursuant to paragraph 19 of the Receivership Order, the Receiver and its legal counsel shall pass their accounts from time to time. The Receiver is of the view that the primary party of interest is RBC given that they hold a priority interest over substantially all of the Property of the Companies. RBC has been served with all Reports and has been provided with all invoices of the Receiver as well as other materials within these proceedings.
40. Attached as Exhibit E is a summary of the invoices of the Receiver for fees and

disbursements incurred during the course of the proceedings for the period February 28, 2019 to September 2, 2019. The Receiver's accounts total \$27,000 in fees and disbursements, excluding GST and the Residual Holdback. The Receiver estimates that its fees and disbursements to finalize the Third Report, prepare for and attend the September 18, 2019 hearing, and to finalize the Receiver's discharge will approximate \$15,000 (plus taxes) (the "**Estimated Receiver Fees**").

41. The fees charged by the Receiver are based on the amount of professional time required at hourly billing rates, which vary depending upon the experience level and location of professionals involved. The average blended hourly rate charged by the Receiver in these proceedings for invoices issued to date is \$363 per hour. The rates charged by the Receiver are the normal rates and charges for engagements of this nature, and are comparable to the rates charged for the provision of services by other professional firms providing specialized financial advisory and restructuring services.
42. The Receiver is of the view that its fees and disbursements are fair and reasonable in the circumstances and have been duly rendered in response to the required and necessary duties of the Receiver in accordance with the provisions of the Receivership Order.
43. Attached as Exhibit F is a summary of the invoices of the Receiver's legal counsel for fees and disbursements incurred during the course of the proceedings for the period March 1, 2019 to July 31, 2019. The accounts total \$23,230 in fees and disbursements excluding Provincial Sales Tax, GST, and the Residual Holdback. The Receiver's legal counsel estimates that its fees and disbursements to prepare for and attend the September 18, 2019 hearing and to assist with finalizing the Receiver's discharge will approximate \$10,000 (plus taxes) (the "**Estimated Legal Fees**").
44. The Receiver has reviewed the invoices rendered by its legal counsel and finds them reasonable and validly incurred in accordance with the provisions of the Receivership Order.

STATEMENT OF RECEIPTS AND DISBURSEMENTS

45. The Receiver has prepared a Statement of Receipts and Disbursements for the period of

March 6, 2019 to September 6, 2019 for Force and Titan, a copy of which is attached hereto as Exhibit G.

46. As detailed in the Second Report, in accordance with paragraph 21 of the Receivership Order, the Receiver borrowed \$125,000 from the Court authorized Borrowing Facility to fund the receivership proceedings. The Borrowing Facility was repaid by the Receiver in full on April 16, 2019.

APPROVALS SOUGHT

47. The Receiver believes that, other than the Proposed Distributions and certain administrative matters, the Receiver's mandate pursuant to the various Orders of this Court (the "**Receiver's Mandate**") is substantially complete.

48. For the reasons outlined above, the Receiver respectfully requests the following:

- a) That the Court provide an Order approving all activities, actions, and proposed courses of action of the Receiver (collectively, the "**Actions of the Receiver**") to date in relation to the discharge of its duties and the Receiver's Mandate pursuant to the Orders of this Court in these proceedings, as such actions of the Receiver are more particularly described in the Third Report;
- b) That the Court provide an Order Approving the fees and disbursements of the Receiver and its legal counsel for the period February 28, 2019 to September 2, 2019 and March 1, 2019 to July 31, 2019 respectively;
- c) That the Court provide an Order approving the Estimated Receiver Fees and the Estimated Legal Fees to complete the within application and to finalize the receivership proceedings, without the requirement of taxation or formal passing of accounts;
- d) That the Court provide an Order approving the Receiver's Statement of Receipts and Disbursements for the period March 6, 2019 to September 6, 2019;
- e) That the Court provide an Order approving the Proposed Distributions as follows:

- i. Payment of the CRA Trust Claim on account of unremitted payroll source deductions owing by Titan in the amount of \$33,168.54;
 - ii. Payment of the CRA Trust Claim on account of unremitted payroll source deductions owing by Force in the amount of \$1,783.52; and
 - iii. Payment to the Government of Canada on account of the WEPP Priority claimed under WEPP in the amount of \$10,655.63;
- f) That the Court provide an Order approving the Residual Holdback of \$55,000.00;
- g) That, subject to the Residual Holdback, the Court provide an Order approving payment of the balance of the funds held in trust to RBC on account of the priority of the RBC Security;
- h) That the Court provide an Order approving payment of any amounts remaining from the Residual Holdback, to RBC on account of the priority of the RBC Security up to the amount of the RBC Indebtedness;
- i) Upon distributing the Proposed Distributions and any amounts remaining from the Residual Holdback to RBC, the Receiver shall be discharged as Receiver, provided that notwithstanding such discharge:
 - i. The Receiver shall remain the Receiver for the performance of such routine administrative tasks as may be required to complete the administration of these proceedings; and
 - ii. The Receiver shall continue to have the benefit of the provisions of all Orders made in these proceedings, including all approvals, protections and stays of proceedings in favor of Deloitte in its capacity as Receiver;
- j) Upon the Receiver filing with this Honourable Court its discharge certificate (the “**Receiver’s Discharge Certificate**”) confirming that the Receiver has completed the Receiver’s Mandate, that Deloitte be discharged from any and all liability, save and except for any liability arising out of gross negligence or willful

misconduct on the part of the Receiver; and

- k) Such further and other relief that the Court considers just and warranted in the circumstances.

All of which is respectfully submitted at Winnipeg, Manitoba, this 12th day of September, 2019.

DELOITTE RESTRUCTURING INC.

In its capacity as Receiver of Force Rentals Ltd. and
5604070 Manitoba Ltd. and not in its personal capacity.



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

Exhibit A – Sale Approval and Vesting Order

File No. C118-01-18370

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*
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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 Attorney General of Canada, and no one appearing for any other person, although properly served as appears from the Affidavit of Samantha Dunn sworn March 11, 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 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

14. 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.

15. THIS COURT ORDERS that electronic records of the Transcript of the Court Hearing on the Motion for Sale Approval and Vesting Order, heard on March 12, 2019 before this Court shall be sealed and shall remain sealed until further Order of this Court, or until further hearing on the matter.

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

Digitally signed by C.W. Martin, J.
Date: 2019.03.14 11:19:10 -05'00'

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

Exhibit B – Land Sale 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.

RECEIVER'S CERTIFICATE

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

JJ BURNELL
Ph: (204) 957-4663
Fax: (204) 957-4285

File No. 0135165-00004

Box No. 3

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. ("**Titan**").

B. Pursuant to an Order of the Court dated March 12, 2019 (the "**Sale Approval Order**"), the Court approved the sale transaction (the "**Town Sale Transaction**") pursuant to a purchase agreement (the "**Land Purchase Agreement**") between Titan and the Town of Virden (the "**Purchaser**") and provided for the vesting in the Purchaser of all of Titan's right, title and interest in and to the Town Purchased Assets, which vesting is to be effective with respect to the Town 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 Town Purchased Assets; (ii) that the conditions to closing have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Town 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 Town's Purchased Assets payable on the closing date pursuant to the Land Purchase Agreement;
2. The conditions to closing have been satisfied or waived by the Receiver and the Purchaser; and
3. The Town Sale Transaction has been completed to the satisfaction of the Receiver.
4. This Certificate was delivered by the Receiver at 1:30PM on May 14, 2019.

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

Exhibit C – McDougall Sale Certificate

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 McDougall Auctioneers Ltd. (the "**McDougall Sale Transaction**") between the Receiver and McDougall Auctioneers Ltd. (the "**Purchaser**") and provided for the vesting in the Purchaser of the Companies' right, title and interest in and to the McDougall Purchased Assets (the "**McDougall Purchased Assets**"), which vesting is to be effective with respect to the

McDougall 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 McDougall Purchased Assets; (ii) that the conditions to closing have been satisfied or waived by the Receiver and the Purchaser; and (iii) the McDougall 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 McDougall Purchased Assets payable on the closing date pursuant to the March 12, 2019 Sale Approval and Vesting Order;
2. The conditions to closing have been satisfied or waived by the Receiver and the Purchaser; and
3. The McDougall Sale Transaction has been completed to the satisfaction of the Receiver.
4. This Certificate was delivered by the Receiver at 4:00 p.m. CDT on March 18, 2019.

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

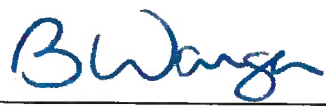
Per: 
Name: Brent Warga, CPA, CA, CIRP, LIT
Title: Senior Vice-President

Exhibit D – Manitoba Property Registry Searches

STATUS OF TITLE

Title Number **2977922/2**
Title Status **Accepted**
Client File **180007-807/JMJD/km**

The Property Registry

A Service Provider for the Province of Manitoba



1. REGISTERED OWNERS, TENANCY AND LAND DESCRIPTION

5604070 MANITOBA LTD.

IS REGISTERED OWNER SUBJECT TO SUCH ENTRIES RECORDED HEREON IN THE FOLLOWING DESCRIBED LAND:

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

The land in this title is, unless the contrary is expressly declared, deemed to be subject to the reservations and restrictions set out in section 58 of *The Real Property Act*.

2. ACTIVE INSTRUMENTS

Instrument Type: **Caveat**
Registration Number: **1145854/2**
Instrument Status: **Accepted**

Registration Date: 2004-05-26
From/By: MANITOBA HYDRO ELECTRIC BOARD
To: CHARLES STEEL AS AGENT

Amount:
Notes: RE PLAN 42774
Description: EASEMENT AGRT DATED 16 JAN 2002

Instrument Type: **Caveat**
Registration Number: **1326156/2**
Instrument Status: **Accepted**

Registration Date: 2012-11-08
From/By: THE MANITOBA HYDRO-ELECTRIC BOARD & MTS INC.
To: GLENN W. GRAY AND BRENDA K. MATTE AGENTS

Amount:
Notes: RE PLAN 53541
Description: GRANT OF EASEMENT DATED OCT. 24, 2012

3. ADDRESSES FOR SERVICE
5604070 MANITOBA LTD. BOX 1591 VIRDEN MB R0M 2C0
4. TITLE NOTES
No title notes
5. LAND TITLES DISTRICT
Brandon
6. DUPLICATE TITLE INFORMATION
Duplicate not produced
7. FROM TITLE NUMBERS
2935903/2 Balance
8. REAL PROPERTY APPLICATION / CROWN GRANT NUMBERS
No real property application or grant information
9. ORIGINATING INSTRUMENTS
Instrument Type: Request To Issue Title
Registration Number: 1437644/2
Registration Date: 2018-10-16
From/By: 5604070 MANITOBA LTD.
To:
Amount:
10. LAND INDEX
Lot 2 Plan 63794 EXC M&M

CERTIFIED TRUE EXTRACT PRODUCED FROM THE LAND TITLES DATA STORAGE SYSTEM OF TITLE NUMBER 2977922/2

STATUS OF TITLE

Title Number **2665314/2**
Title Status **Accepted**
Client File **180007-807/JMJD/km**

The Property Registry

A Service Provider for the Province of Manitoba



1. REGISTERED OWNERS, TENANCY AND LAND DESCRIPTION

5604070 MANITOBA LTD.
OF VIRDEN IN MANITOBA

IS REGISTERED OWNER SUBJECT TO SUCH ENTRIES RECORDED HEREON
IN THE FOLLOWING DESCRIBED LAND

NELY 40 FEET OF LOTS 19 AND 20 BLOCK 84
PLAN 2088 AND SS PLAN 79 BLTO
EXC ALL MINES AND MINERALS VESTED IN THE CROWN (MANITOBA) BY THE
REAL PROPERTY ACT
IN S 1/2 22-10-26 WPM.

The land in this title is, unless the contrary is expressly declared, deemed to be subject to the reservations and restrictions set out in section 58 of *The Real Property Act*.

2. ACTIVE INSTRUMENTS

No active instruments

3. ADDRESSES FOR SERVICE

5604070 MANITOBA LTD.
BOX 1591
VIRDEN MB
R0M 2C0

4. TITLE NOTES

No title notes

5. LAND TITLES DISTRICT

Brandon

6. DUPLICATE TITLE INFORMATION

Duplicate not produced

7. FROM TITLE NUMBERS

2061484/2 All

8. REAL PROPERTY APPLICATION / CROWN GRANT NUMBERS

No real property application or grant information

9. ORIGINATING INSTRUMENTS

Instrument Type: **Transfer Of Land**
Registration Number: **1338572/2**

Registration Date: 2013-05-31
From/By: DARREN ROY MACDONALD
To: 5604070 MANITOBA LTD.
Consideration: \$88,000.00

10. LAND INDEX

Lot 19 Block 84 Plan 2088
S 1/2 22-10-26W NELY 40' EXC M&M

Lot 20 Block 84 Plan 2088
S 1/2 22-10-26W NELY 40' EXC M&M

CERTIFIED TRUE EXTRACT PRODUCED FROM THE LAND TITLES DATA STORAGE
SYSTEM OF TITLE NUMBER 2665314/2

Exhibit E – Fees and Disbursements of the Receiver

FORCE RENTALS LTD. AND 5604070 MANITOBA LTD.

SUMMARY OF RECEIVER FEES AND DISBURSEMENTS

Date	Invoice #	Fees	Disbursements	GST	Total	Hours
20-Jun-19	8000643154	\$ 23,403	\$ -	\$ 1,170	\$ 24,573	55.3
9-Sep-19	8000760073	3,598	-	180	3,777	7.8
Total		\$ 27,000	\$ -	\$ 1,350	\$ 28,350	63.1



Invoice 8000643154

Deloitte Restructuring Inc.

360 Main St.
Suite 2300
Winnipeg MB R3C 3Z3

ATTN: Gordon Fry
Royal Bank of Canada
1790 Hamilton Street
Regina SK S4P 2B2
Canada

Tel: (204) 942-0051
Fax: (204) 947-9390
www.deloitte.ca

Date: June 20, 2019
Client No.: 1136959
WBS#: ROY00208
Engagement Partner: Brent Warga
GST Registration: 133245290RT0001

For professional services rendered

Fees

Professional services rendered in accordance with the Court Appointed Receivership proceedings for the period February 28, 2019 to June 12, 2019:

B. Warga - Partner (31.9 hrs) - \$15,950.00
J. Fritz - Senior Manager (13.9 hrs) - \$5,212.50
T. Dew - Senior Associate (8.6 hrs) - \$2,150.00
R. Brown - Technician (0.9 hrs) - \$90.00
Total (55.3 hrs) - \$23,402.50

GST applicable 23,402.50

Sales Tax

GST at 5.00% 1,170.13

Total Amount Due (CAD) 24,572.63

Accounts shall be due and payable when rendered. Interest shall be calculated at a simple daily rate of 0.0493% (equivalent to 18% per annum). Interest shall be charged and payable at this rate on any part of an account which remains unpaid from thirty(30) days after the invoice date to the date on which the entire account is paid.

**FORCE RENTALS LTD. AND 5040670 MANITOBA LTD.
RECEIVERSHIP TIME SUMMARY
INVOICE NO: 8000643154**

Date	Name	Hours	Total	Description
3/4/2019	Fritz, John	2.0	750.00	Clarification of Auction Proposals; call with RBC re: offers received, CRA calls re: deemed trust.
3/4/2019	Warga, Brent	3.8	1,900.00	Updates to Second Report and Confidential Report; call with RBC; e-mail correspondence with MLT Aikins; updates to R&D.
3/5/2019	Fritz, John	0.9	337.50	Call with Legal Counsel re: Court Application and reporting; realtor and interested party discussions re: 165 Queen Street.
3/5/2019	Warga, Brent	1.0	500.00	Call with MLT Aikins; updates to Second and Confidential Reports.
3/6/2019	Warga, Brent	2.6	1,300.00	Finalization of Second and Confidential Reports.
3/7/2019	Fritz, John	2.4	900.00	Review and commentary on Reports; compilation of schedules for Court Materials.
3/7/2019	Warga, Brent	3.4	1,700.00	Review of Draft Order and Notice of Motion; finalization of Second and Confidential Reports.
3/8/2019	Keene, Ashley	0.5	50.00	Website posting
3/8/2019	Fritz, John	3.6	1,350.00	Finalize, serve and file Second Report and Confidential Report; discussions with counsel; correspondence with creditors; direction to T. Dew re: rental invoices and assets.
3/8/2019	Warga, Brent	2.1	1,050.00	Finalization of Second and Confidential Reports.
3/12/2019	Fritz, John	0.5	187.50	Correspondence with Realtors and successful purchaser re: equipment.
3/12/2019	Warga, Brent	1.3	650.00	Attendance at Court hearing; various file matters with T. Dew.
3/13/2019	Warga, Brent	0.8	400.00	Discussion with T. Dew re: file matters; review of various e-mail correspondence.
3/15/2019	Brown, Rose	0.3	30.00	Website updates.
3/15/2019	Warga, Brent	0.8	400.00	Various file matters and direction to T. Dew; call with MLT Aikins re: bankruptcy filings.
3/27/2019	Warga, Brent	0.5	250.00	Discussions with J. Fritz re: file matters.
4/5/2019	Fritz, John	1.0	375.00	Call with Insurer; finalize real estate listing agreement and courier keys.
4/8/2019	Warga, Brent	0.3	150.00	Review of listing agreement and listing.
4/9/2019	Dew, Todd	1.0	250.00	GST returns for 5604070 Manitoba Ltd and Force Rentals Ltd; remit GST collected to CRA.
4/9/2019	Warga, Brent	0.3	150.00	Review of GST returns and discussions with T. Dew.
4/10/2019	Dew, Todd	1.0	250.00	Emails and phone calls for A/R collections.
4/11/2019	Keene, Ashley	0.1	10.00	Website update.
4/11/2019	Fritz, John	1.5	562.50	Remaining equipment, insurance, and real property matters.
4/11/2019	Warga, Brent	0.5	250.00	Review of GST returns.
4/12/2019	Warga, Brent	0.4	200.00	Discussions with J. Fritz re: file matters and offer on building.
4/15/2019	Fritz, John	0.4	150.00	Offer review and commentary to B. Warga.
4/16/2019	Fritz, John	0.6	225.00	Update to the RBC; correspondence with realtor re: office property.
4/16/2019	Warga, Brent	2.1	1,050.00	Updates to R&D; repayment of Receiver Certificate #1; correspondence with G. Fry; draft e-mail update to G. Fry; discussions with J. Fritz re: real property sale.
4/17/2019	Fritz, John	1.0	375.00	Finalize update to RBC; correspondence and counter offer with realtor and Town of Virden re: zoning issue.
4/17/2019	Warga, Brent	1.1	550.00	E-mail update to G. Fry re: file status.
4/24/2019	Warga, Brent	0.5	250.00	Review of various file matters on residual equipment; discussions with T. Dew.
4/26/2019	Warga, Brent	0.6	300.00	Review of various e-mail correspondence re: equipment sales.
5/6/2019	Dew, Todd	0.4	100.00	Telephone call to McDougall Auctions re: consignment items; update consignment spreadsheet.
5/7/2019	Warga, Brent	0.8	400.00	Review of correspondence from MLT Aikins; preparation for land sale closing.
5/8/2019	Warga, Brent	0.3	150.00	Review of CRA notices
5/9/2019	Dew, Todd	0.6	150.00	Finalize bill of sale and equipment rental invoice for C. Christman; look for property tax information for J. Fritz.
5/10/2019	Dew, Todd	0.8	200.00	Confirm deemed trust claims with CRA for B. Warga; bank deposit; update Force A/R listing.
5/10/2019	Warga, Brent	2.2	1,100.00	Review of security opinion; review of CRA deemed trust claims; drafting of Third Report.
5/13/2019	Warga, Brent	0.5	250.00	Draft e-mail correspondence to RBC re: assigning Force/Titan into bankruptcy.
5/14/2019	Warga, Brent	2.7	1,350.00	Drafting of Third Report; e-mail correspondence with G. Fry; call with M. Dow.
5/15/2019	Warga, Brent	1.6	800.00	Updates to Third Report; updates to R&D.
5/17/2019	Warga, Brent	0.3	150.00	E-mail correspondence with McDougall re: Titan site.
5/21/2019	Dew, Todd	0.4	100.00	Emails to and from C. Christman re: sale and expected timing of payment; Email from McDougall Auctions re: light tower from Fabtech Design.
5/24/2019	Warga, Brent	0.2	100.00	Call with M. Dow re: security position.
5/27/2019	Warga, Brent	0.4	200.00	Call with MLT Aikins and Fillmore Riley.
5/28/2019	Dew, Todd	1.0	250.00	Review outstanding A/R; draft legal collection letter for disputed A/R; email to McDougall Auctions re: consignment items.
5/28/2019	Warga, Brent	0.3	150.00	Review of e-mail correspondence from realtor; e-mail correspondence with M. Dow.
5/30/2019	Dew, Todd	1.0	250.00	A/R collections.
5/31/2019	Dew, Todd	1.0	250.00	A/R collections.
6/3/2019	Warga, Brent	0.5	250.00	Various file matters; updates to R&D.
6/4/2019	Dew, Todd	0.2	50.00	Trust accounting.
6/10/2019	Dew, Todd	0.8	200.00	A/R collection phone calls and emails.
6/12/2019	Dew, Todd	0.4	100.00	Trust accounting.
Total		55.3	\$ 23,402.50	



Invoice 8000760073

Deloitte Restructuring Inc.

360 Main St
Suite 2300
Winnipeg MB R3C 3Z3

ATTN: Gordon Fry
Royal Bank of Canada
1790 Hamilton Street
Regina SK S4P 2B2
Canada

Tel: (204) 942-0051
Fax: (204) 947-9390
www.deloitte.ca

Date: September 09, 2019
Client No.: 1136959
WBS#:Engagement ROY00208
Partner: Brent Warga

GST Registration: 122893605RT0001

For professional services rendered

Fees

Professional services rendered in accordance with the Court Appointed Receivership proceedings for the period June 13, 2019 to September 2, 2019:

B. Warga - Partner (6.6 hrs) - \$3,300.00
J. Fritz - Senior Manager (0.1 hrs) - \$37.50
T. Dew - Senior Associate (1.0 hrs) - \$250.00
A. Keene - Technician (0.1 hrs) - \$10.00
Total (7.8 hrs) - \$3,597.50

GST applicable 3,597.50

Sales Tax

GST at 5.00% 179.88

Total Amount Due (CAD) 3,777.38

Accounts shall be due and payable when rendered. Interest shall be calculated at a simple daily rate of 0.0493% (equivalent to 18% per annum). Interest shall be charged and payable at this rate on any part of an account which remains unpaid from thirty(30) days after the invoice date to the date on which the entire account is paid.

FORCE RENTALS LTD. AND 5040670 MANITOBA LTD.
RECEIVERSHIP TIME SUMMARY
INVOICE NO: 8000760073

Date	Name	Hours	Total	Description
6/12/2019	Dew, Todd	0.4	100.00	Trust accounting.
6/19/2019	Warga, Brent	2.1	1,050.00	Update e-mail to G. Fry; updates to R&D.
6/25/2019	Warga, Brent	1.4	700.00	Drafting of Third Report; updates to R&D.
6/26/2019	Warga, Brent	2.1	1,050.00	Drafting of Third Report; e-mail update to G. Fry.
7/26/2019	Keene, Ashley	0.1	10.00	Website update.
7/26/2019	Fritz, John	0.1	37.50	Website update.
8/1/2019	Warga, Brent	1.0	500.00	Updates to R&D; drafting of 246(2) Reporting.
8/7/2019	Dew, Todd	0.2	50.00	Trust accounting.
8/9/2019	Dew, Todd	0.2	50.00	GST filing.
8/22/2019	Dew, Todd	0.2	50.00	Trust accounting.
Total		7.8	\$ 3,597.50	

Exhibit F – Fees and Disbursements of the Receiver’s Legal Counsel

FORCE RENTALS LTD. AND 5604070 MANITOBA LTD.

**SUMMARY OF LEGAL FEES AND DISBURSEMENTS
MLT AIKINS LLP**

Date	Invoice #	Fees	Disbursements	GST	PST	Total	Hours
31-Mar-19	6030431	\$ 12,300	\$ 307	\$ 625	\$ 984	\$ 14,217	27.4
30-Apr-19	6037336	1,035	1	52	83	1,171	2.3
31-May-19	6042633	5,524	136	283	442	6,385	12.1
30-Jun-19	6049925	955	-	48	76	1,079	2.1
31-Jul-19	6056657	2,923	49	149	205	3,325	11.1
Total		\$ 22,737	\$ 493	\$ 1,157	\$ 1,790	\$ 26,176	55.0

March 31, 2019
Invoice #6030431**INVOICE****Deloitte Restructuring Inc.**
2300 - 360 Main Street
Winnipeg, MB R3C 3Z3
Canada
Brent Warga**TO PROFESSIONAL SERVICES RENDERED FROM 01/01/18 TO AND INCLUDING 03/31/19 AS FOLLOWS****RE: Receivership of FORCE RENTALS LTD. and 5604070 MANITOBA LTD.**
FILE: 0135165-00004

Date	Initials	Narrative
Mar 01/2019	JJBB	Telephone message from & to John Fritz; draft motion materials
Mar 03/2019	JJBB	Email to & from John Fritz
Mar 04/2019	JJBB	Email to (x2) & from (x2) Brent Warga
Mar 05/2019	JJBB	Email to & from Mike Dow; telephone message from Brent Warga; telephone to Brent Warga & John Fritz; email from Brent Warga; email from John Fritz; review SIP
Mar 06/2019	JJBB	Email to (x3) & from (x3) Brent Warga; draft brief
Mar 07/2019	JJBB	Email from (x8) & to (x9) Brent Warga re: Court materials; draft Notice of Motion & Order; telephone message to Anique Badiou; telephone from (x2) Anique Badiou; review & revise Receiver's Second Report & Confidential Report; draft brief; telephone message to Brent Warga; telephone from Brent Warga
Mar 08/2019	JJBB	Review revisions to Notice of Motion & draft Order; encryption of Confidential Report; email from (x2) & to (x2) Mike Dow; email from (x7) & to (x4) John Fritz; email from (x3) & to Court; attend to Service of Second Report; attend to filing Second Report & Confidential Report; email to Anique Badiou; attend to Service of Notice of Motion; discussion with John Fritz; email to (x3) & from (x4) Aaron Challis; telephone to & from hallis; attend to service of Notice of Motion & Second Report on Update Service List; email from Mark Johnson; email from Brent Warga; attend to execution of e-filing form (x2); attend to further service of out of office replies; finalize brief; telephone to (x2) Brent Warga; telephone to John Fritz
Mar 09/2019	JJBB	Telephone to Brent Warga; draft brief; attend to execution of e-filing form;

Date	Initials	Narrative
		attend to service of brief; review replies to service; email from & to (x2) Brent Warga; review revisions; email from Rick Schwartz; email from (x2) & to (x3) John Fritz; draft affidavit of service; attend to further service of the Notice of Motion and the Second Report
Mar 11/2019	JJBB	Attend to service by fax; email from (x2) & to Aaron Challis; attend to filing brief; draft affidavit of service; email to (x4) & from (x6) Brent Warga; email to Justice Martin
Mar 12/2019	JJBB	Prepare for Court; attend Court; revise Order; email from (x2) Court; email to Penny Piper/Aaron Challis; email from Aaron Challis; email to & from Penny Piper; attend to execution of e-filing form; email to Justice Martin; telephone to Brent Warga; review letter from CRA
Mar 13/2019	JJBB	Attend to filing of Order; email from Court; attend to e-filing
Mar 14/2019	JJBB	Email from Justice Martin; attend to service of Order; email from Aaron Challis; review Orders (x2)
Mar 15/2019	CJW	Reviewing Callidus Supreme Court of Canada decision regarding GST deemed trust claims and priority issues
Mar 15/2019	JJBB	Telephone from Brent Warga; telephone message to & from Catrina Webster; telephone to Catrina Webster; email to (x3) Brent Warga; attend to execution of e-filing form; email to & from Mike Dow; email to & from Catrina Webster
Mar 16/2019	JJBB	Email from John Fritz; email from Aaron Challis
Mar 18/2019	JJBB	Email from Todd Dew; email from Brent Warga; email to Brent Warga/John Fritz; email to & from Nicole LaBram (GM Financial); email from & to John Fritz
Mar 19/2019	JJBB	Email to Brent Warga/John Fritz; email from Court; attend to filing of Receiver's Certificate; review Certified copies of Order; email from Nicole Labram re: GM security
Mar 20/2019	JJBB	Email to Nicole Labram re: GM security
Mar 26/2019	JJBB	Email from Nicole Labram re: GM security
Mar 29/2019	JJBB	Email from Diana Cowell

Total Fees: 12,300.00

SUMMARY OF PROFESSIONAL SERVICES

	HOURS
Catrina J. Webster	0.40
JJ B. Burnell	27.00
	<hr/> 27.40

DISBURSEMENTS AND OTHER CHARGES

Imaging Services	139.25
Certified Copy	40.00
Long Distance Telephone	28.00
	TOTAL TAXABLE
	207.25
Notice of Motion	100.00
	TOTAL NON-TAXABLE
	100.00
	Sub-Total Disbursements:
	307.25

BILL SUMMARY

Total Fees	\$ 12,300.00
GST	\$ 615.00
MB PST	\$ 984.00
Total Disbursements	\$ 307.25
GST	\$ 10.36
Subtotal	<hr/> \$ 14,216.61
	TOTAL AMOUNT DUE CDN DOLLARS:
	<hr/> \$ 14,216.61 <hr/>

MLT Aikins LLP

To the extent possible, we have made every effort to include fees and disbursements for the current billing period. In the event further fees or disbursements are incurred on your behalf, a subsequent account will be forwarded.

"Other Charges" are based on rates established by MLT AIKINS LLP and may change from time to time. A schedule of those rates is available on request.

TERMS: DUE UPON RECEIPT

Interest at the rate of 14% per annum is added to all amounts overdue by 30 days or more.

April 30, 2019
Invoice #6037336**INVOICE****Deloitte Restructuring Inc.**
2300 - 360 Main Street
Winnipeg, MB R3C 3Z3
Canada
Brent Warga**TO PROFESSIONAL SERVICES RENDERED TO AND INCLUDING 04/30/19 AS FOLLOWS****RE: Receivership of FORCE RENTALS LTD. and 5604070 MANITOBA LTD.**
FILE: 0135165-00004

Date	Initials	Hours	Narrative
Mar 29/2019	JJBB	0.10	Email to & from Anique Badiou
Apr 05/2019	JJBB	0.10	Email from Penny Piper
Apr 10/2019	JJBB	0.10	Email to Marc Unger
Apr 15/2019	JJBB	0.20	Email to Nicole Labram; telephone to Brent Warga
Apr 16/2019	JJBB	0.50	Telephone message from Brent Warga; telephone to Brent Warga; email to & from Brent Warga; email from (x2) Nicole Labram
Apr 17/2019	JJBB	0.20	Email to Penny Piper; email to & from Brent Warga; discussion with Doug Sigurdson re: opinion
Apr 18/2019	JJBB	0.10	Email from Todd Hayward; email to Doug Sigurdson
Apr 22/2019	JJBB	0.10	Email to Brent Warga/John Fritz; email from John Fritz
Apr 24/2019	JJBB	0.10	Email from John Fritz; email from Anique Badiou
Apr 25/2019	JJBB	0.20	Email to (x2) & from (x2) John Fritz re: land sale; email from Anique Badiou
Apr 26/2019	JJBB	0.20	Email from Anique Badiou; conference call with Doug Sigurdson & Brent Warga
Apr 29/2019	JJBB	0.10	Email to & from Anique Badiou
Apr 30/2019	JJBB	0.30	Email to (x2) & from (x2) Anique Badiou; email from Brent Warga; email to Penny Piper

Date **Initials** **Hours** **Narrative**

Total Fees: **1,035.00**

SUMMARY OF PROFESSIONAL SERVICES

	HOURS	HOURLY RATE	AMOUNT
JJ B. Burnell	<u>2.30</u>	450.00	<u>1,035.00</u>
	2.30		1,035.00

DISBURSEMENTS AND OTHER CHARGES

Imaging Services			1.00
		TOTAL TAXABLE	1.00
		Sub-Total Disbursements:	1.00

BILL SUMMARY

Total Fees	\$	1,035.00
GST	\$	51.75
MB PST	\$	82.80
Total Disbursements	\$	1.00
GST	\$	0.05
Subtotal	\$	<u>1,170.60</u>
TOTAL AMOUNT DUE CDN DOLLARS:	\$	<u>1,170.60</u>

JJBB/ SD

MLT Aikins LLP

To the extent possible, we have made every effort to include fees and disbursements for the current billing period. In the event further fees or disbursements are incurred on your behalf, a subsequent account will be forwarded.

"Other Charges" are based on rates established by MLT AIKINS LLP and may change from time to time. A schedule of those rates is available on request.

TERMS: DUE UPON RECEIPT

Interest at the rate of 14% per annum is added to all amounts overdue by 30 days or more.

May 31, 2019
Invoice #6042633**INVOICE****Deloitte Restructuring Inc.**
2300 - 360 Main Street
Winnipeg, MB R3C 3Z3
Canada
Brent Warga**TO PROFESSIONAL SERVICES RENDERED TO AND INCLUDING 05/31/19 AS FOLLOWS****RE: Receivership of FORCE RENTALS LTD. and 5604070 MANITOBA LTD.**
FILE: 0135165-00004

Date	Initials	Hours	Narrative
Apr 25/2019	JDS	1.60	Discussions with JJBB; review of security documents; review of PPSA searches
Apr 29/2019	JDS	1.30	Discussions with JJBB; preparation of opinion; review of PPSA searches
May 02/2019	JJBB	0.50	Draft notice of motion, order & brief
May 04/2019	JJBB	0.10	Email to & from Doug Sigurdson
May 06/2019	JDS	2.20	Preparation of opinion; review of PPSA searches
May 06/2019	JDS	0.30	revisions to opinion; finalize opinion; discussions with JJBB
May 06/2019	JJBB	0.70	Review security opinion; discussion with Doug Sigurdson; email from (x3) & to Doug Sigurdson
May 07/2019	JJBB	0.30	Email from Anique Badiou; draft Receiver's Certificate; email from (x2) John Fritz; email to Brent Warga/John Fritz
May 09/2019	JJBB	0.30	Email from Anique Badiou; email to Marc Unger; email to (x3) Brent Warga/John Fritz; email from Brent Warga
May 10/2019	JJBB	0.20	Email from Brent Warga; letter from Anique Badiou
May 11/2019	JJBB	0.10	Email to Brent Warga
May 13/2019	JJBB	0.10	Email to Brent Warga
May 14/2019	JJBB	0.90	Attend to filing Receiver's Certificate; email from John Fritz; email to (x3) Brent Warga/John Fritz; letter to Anique Badiou; email to Anique Badiou;

Date	Initials	Hours	Narrative
			email from (x3) Brent Warga; revise Receiver's Certificate
May 15/2019	JJBB	0.20	Email to & from John Fritz; email to & from Anique Badiou
May 16/2019	JJBB	0.20	Discussion with Mike Dow re: GM
May 17/2019	MXS	0.20	Drafted Email to Nicole Labram; Telephone call to Penny Piper
May 17/2019	JJBB	0.30	Email from Anique Badiou; email to (x2) & from John Fritz; email from Court; email to Madison Sutherland
May 19/2019	JJBB	0.10	Email to Anique Badiou
May 23/2019	JJBB	0.90	Telephone to Penny Piper; telephone to Brent Warga; email from John Fritz; email to & from Penny Piper; email from Brent Warga; review CRA statement
May 24/2019	JJBB	0.20	Email to Anique Badiou; email & letter from Penny Piper; telephone message from Brent Warga
May 27/2019	JJBB	0.90	Email from Brent Warga; conference call with Brent Warga & Mike Dow
May 28/2019	JJBB	0.10	Email from Brent Warga
May 29/2019	JJBB	0.20	Email from Michael Dow; email to & from Nicole Labram
May 30/2019	JJBB	0.10	Email from Anique Badiou; email to John Fritz
May 31/2019	JJBB	0.10	Email from John Fritz

Total Fees: 5,524.00**SUMMARY OF PROFESSIONAL SERVICES**

	HOURS	HOURLY RATE	AMOUNT
Madison Sutherland	0.20	170.00	34.00
JJ B. Burnell	6.50	450.00	2,925.00
J. Douglas Sigurdson	5.40	475.00	2,565.00
	<u>12.10</u>		<u>5,524.00</u>

DISBURSEMENTS AND OTHER CHARGES

DISBURSEMENTS AND OTHER CHARGES

Deliveries	18.24
Imaging Services	118.00
TOTAL TAXABLE	136.24
Sub-Total Disbursements:	136.24

BILL SUMMARY

Total Fees	\$	5,524.00
GST	\$	276.20
MB PST	\$	441.92
Total Disbursements	\$	136.24
GST	\$	6.81
Subtotal	\$	6,385.17
TOTAL AMOUNT DUE CDN DOLLARS:	\$	6,385.17

JJBB/ SD

MLT Aikins LLP

To the extent possible, we have made every effort to include fees and disbursements for the current billing period. In the event further fees or disbursements are incurred on your behalf, a subsequent account will be forwarded.

"Other Charges" are based on rates established by MLT AIKINS LLP and may change from time to time. A schedule of those rates is available on request.

TERMS: DUE UPON RECEIPT

Interest at the rate of 14% per annum is added to all amounts overdue by 30 days or more.

June 30, 2019
Invoice #6049925**INVOICE****Deloitte Restructuring Inc.**
2300 - 360 Main Street
Winnipeg, MB R3C 3Z3
Canada
Brent Warga**TO PROFESSIONAL SERVICES RENDERED TO AND INCLUDING 06/30/19 AS FOLLOWS****RE: Receivership of FORCE RENTALS LTD. and 5604070 MANITOBA LTD.**
FILE: 0135165-00004

Date	Initials	Narrative
Jun 03/2019	JJBB	Email from Brent Warga; email from Michael Dow
Jun 04/2019	JJBB	Email from & to John Fritz
Jun 05/2019	JJBB	Email to & from Anique Badiou
Jun 06/2019	JJBB	Email to clients; email from Brent Warga
Jun 10/2019	JJBB	Letter to Brent Warga
Jun 19/2019	JJBB	Email from & to Brent Warga
Jun 20/2019	JJBB	Email to Brent Warga
Jun 26/2019	JJBB	Email from & to Brent Warga
Jun 27/2019	JJBB	Telephone message to Court; telephone from Court; conference call with Brent Warga & Mike Dow
Jun 28/2019	JDS	tf John Fritz; review BIA; review opinion; et John Fritz
Jun 28/2019	JJBB	Email from (x3) & to John Fritz; discussion with Doug Sigurdson; email from Doug Sigurdson

Total Fees: 955.00**SUMMARY OF PROFESSIONAL SERVICES****HOURS**

SUMMARY OF PROFESSIONAL SERVICES

	HOURS
JJ B. Burnell	1.70
J. Douglas Sigurdson	0.40
	<hr/> 2.10

BILL SUMMARY

Total Fees	\$ 955.00
GST	\$ 47.75
MB PST	\$ 76.40
Total Disbursements	\$ 0.00
Subtotal	<hr/> \$ 1,079.15
	<hr/>
TOTAL AMOUNT DUE CDN DOLLARS:	\$ 1,079.15
	<hr/> <hr/>

JJBB/ SD

MLT Aikins LLP

To the extent possible, we have made every effort to include fees and disbursements for the current billing period. In the event further fees or disbursements are incurred on your behalf, a subsequent account will be forwarded.

"Other Charges" are based on rates established by MLT AIKINS LLP and may change from time to time. A schedule of those rates is available on request.

TERMS: DUE UPON RECEIPT

Interest at the rate of 14% per annum is added to all amounts overdue by 30 days or more.

July 31, 2019
Invoice #6056657**INVOICE****Deloitte Restructuring Inc.**
2300 - 360 Main Street
Winnipeg, MB R3C 3Z3
Brent Warga**TO PROFESSIONAL SERVICES RENDERED TO AND INCLUDING 07/31/19 AS FOLLOWS****RE: Receivership of FORCE RENTALS LTD. and 5604070 MANITOBA LTD.**
FILE: 0135165-00004

Date	Initials	Narrative
Jul 02/2019	JJBB	Telephone from Brent Warga
Jul 03/2019	JJBB	Email from Mike Dow; email to Brent Warga/Mike Dow
Jul 08/2019	JJBB	Email from & to Mike Dow
Jul 10/2019	JJBB	Email to (x2) & from Brent Warga; letter to Court; email from Mike Dow; schedule Court appearance; email to Service List
Jul 11/2019	JJBB	Email to & from Brent Warga; email to & from (x2) Shanda Rolfe; draft pleadings
Jul 15/2019	MXS	Draft email to N. Labram; draft Notice of Motion
Jul 15/2019	JJBB	Letter to The Bank of Nova Scotia; letter to Raptor Enterprises Ltd.
Jul 16/2019	MXS	Draft Notice of Motion; email to JJ Burnell
Jul 16/2019	JJBB	Email to & from Nicole Labram; email from Madison Sutherland; telephone message from Madison Sutherland; discussion with Madison Sutherland re: Notice of Motion & draft Order
Jul 18/2019	JJBB	Email to Madison Sutherland; revise Notice of Motion
Jul 25/2019	MXS	Revise Notice of Motion; draft Order; draft Motion Brief; email to JJ Burnell
Jul 25/2019	JJBB	Email from Madison Sutherland
Jul 30/2019	MXS	Email from JJ Burnell (x2); email to JJ Burnell (x2); draft Receiver's certificate; revise Notice of Motion; revise Order

Date	Initials	Narrative
Jul 30/2019	JJBB	Email to (x3) & from (x2) Madison Sutherland; revise Order; revise Certificate
Jul 31/2019	MXS	Revise Notice of Motion and Order
Jul 31/2019	JJBB	Revise Receiver's Certificate

Total Fees: 2,923.00

SUMMARY OF PROFESSIONAL SERVICES

	HOURS
Madison Sutherland	7.40
JJ B. Burnell	3.70
	<hr/> 11.10

DISBURSEMENTS AND OTHER CHARGES

Imaging Services	45.00
Long Distance Telephone	3.50
TOTAL TAXABLE	48.50
Sub-Total Disbursements:	48.50

BILL SUMMARY

Total Fees	\$	2,923.00
GST	\$	146.15
MB PST	\$	204.61
Total Disbursements	\$	48.50
GST	\$	2.43
Subtotal	\$	<hr/> 3,324.69
TOTAL AMOUNT DUE CDN DOLLARS:	\$	<hr/>3,324.69

MLT Aikins LLP

To the extent possible, we have made every effort to include fees and disbursements for the current billing period. In the event further fees or disbursements are incurred on your behalf, a subsequent account will be forwarded.

"Other Charges" are based on rates established by MLT AIKINS LLP and may change from time to time. A schedule of those rates is available on request.

TERMS: DUE UPON RECEIPT

Interest at the rate of 14% per annum is added to all amounts overdue by 30 days or more.

Exhibit G – Statement of Receipts and Disbursements for the period March 6, 2019 to September 6, 2019

FORCE RENTALS LTD. AND 5604070 MANITOBA LTD.
STATEMENT OF RECEIPTS AND DISBURSEMENTS AND ESTIMATED DISTRIBUTIONS
for the period of December 21, 2018 to September 6, 2019

Notes	Dec 21, 2018 to Mar 5, 2019		Mar 6, 2019 to September 6, 2019		Total	
	Force Rentals	5604070	Force Rentals	5604070	Force Rentals	5604070
	Ltd.	Manitoba Ltd.	Ltd.	Manitoba Ltd.	Ltd.	Manitoba Ltd.
Receipts						
Accounts receivable collections	\$ -	\$ 240,444	\$ 4,917	\$ -	\$ 4,917	\$ 240,444
Cash on hand	-	8,225	-	1,250	-	9,475
Interest	-	91	984	1,114	984	1,205
GST collections	-	165	11,701	13,422	11,701	13,587
GST Refund	-	-	7,002	4,238	7,002	4,238
Receiver's borrowings	62,500	62,500	-	-	62,500	62,500
Rental of equipment	-	3,300	19,762	-	19,762	3,300
Sale of assets - McDougall Auctioneers (Proposal)	-	-	149,253	268,441	149,253	268,441
Sale of assets - McDougall Auctioneers (Other)	-	-	41,726	23,564	41,726	23,564
Sale of assets - Private Sale	-	-	65,000	-	65,000	-
Sale of assets - Land	-	-	-	28,273	-	28,273
Other (WCB / Insurance Refunds)	108	1,157	3,476	3,476	3,584	4,633
Total Receipts	62,608	315,882	303,821	343,776	366,429	659,658
Disbursements						
Advertising	3,304	3,304	-	-	3,304	3,304
Bank fees	-	-	35	35	35	35
Filing fees	70	70	-	-	70	70
GST paid on disbursements	346	795	(155)	238	191	1,033
GST paid on Legal fees	244	244	578	578	822	822
GST paid on Receiver fees	2,743	2,743	675	675	3,418	3,418
GST remitted	-	-	7,458	12,718	7,458	12,718
Insurance	9,896	9,896	-	-	9,896	9,896
Legal fees and disbursements	4,881	4,881	11,615	11,615	16,496	16,496
PST paid on legal fees	384	384	895	895	1,279	1,279
Receiver fees and disbursements	54,860	54,860	13,500	13,500	68,360	68,360
Repairs and maintenance	-	1,149	-	200	-	1,349
Repayment of Receiver's borrowings	-	-	63,154	63,154	63,154	63,154
Subcontractor payments	-	14,926	-	-	-	14,926
Transportation costs	-	-	735	200	735	200
Transfer to bankruptcy trustee	1	-	-	28,273	-	28,273
Utilities	-	339	-	634	-	972
Wages	220	1,120	-	-	220	1,120
Total Disbursements	2	76,948	98,490	132,715	175,438	227,425
Excess of Receipts over Disbursements - Funds in Trust as at September 6, 2019	(14,339)	221,172	205,331	211,061	190,991	432,233
Proposed Priority Distributions						
CRA payroll source deduction arrears (CRA Trust Claims)	3	-	-	-	1,784	33,169
WEPP	4	-	-	-	-	10,656
Subtotal					1,784	43,824
Estimated Excess of Receipts over Disbursements After Priority Distributions					\$ 189,208	\$ 388,409
Proposed Distribution to RBC					156,740	365,876
Residual Holdback for Estimated Discharge and Closing Costs						
Receiver Fees					7,875	7,875
Receiver's Legal Counsel's Fees					5,600	5,600
Estimated Additional WEPP	5	-	-	-	-	5,815
Bankruptcy Trustee Fees	6	-	-	-	15,750	-
Contingency					3,243	3,243
Subtotal					32,468	22,533
Estimated Residual Funds Held in Trust					\$ -	\$ -

Notes:

- As RBC does not have security over the proceeds realized from the sale of the Tiger Moth Road property, the funds have been paid to the bankruptcy trustee for the benefit of the unsecured creditors in 5604070 Manitoba Ltd.'s bankruptcy proceedings.
- Disbursements include fees of the Receiver to September 2, 2019 and the fees of the Receiver's legal counsel to July 31, 2019.
- CRA super-priority claims based on audit results for Force Rentals Ltd. (March 8, 2019) and 5604070 Manitoba Ltd. (March 8, 2019 and March 28, 2019).
- WEPP priority as per CRA's statement of account dated July 20, 2019.
- Estimated additional WEPP priority based on five (5) former employees who have still not filed claims.
- RBC has guaranteed the costs of the bankruptcy administrations for 5604070 Manitoba Ltd. and Force Rentals Ltd. up to \$15,000 (plus GST) per estate. No holdback is being proposed for 5604070 Manitoba Ltd. as proceeds from the sale of certain Real Property currently held by the Trustee exceed the fee guarantee.