

**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.

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

March 8, 2019

RECEIVER

DELOITTE RESTRUCTURING INC.

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- Exhibit D – Land Purchase Agreement
- Exhibit E – Fees and Disbursements of the Receiver
- Exhibit F – Fees and Disbursements of the Receiver’s Legal Counsel
- Exhibit G – Statement of Receipts and Disbursements for the period December 21, 2018 to March 5, 2019

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**”), although a signed copy of the Amended and Restated Receivership Order has not yet been provided to the Receiver. A copy of the 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 second report of the Receiver (the “**Second Report**”). The Second Report, along with the confidential supplement to the Second Report dated March 8, 2019 (the “**Confidential Report**”), are being filed in support of the Receiver’s application to this Honourable Court on March 12, 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 McDougall Offer (as defined below) for the acquisition of the

Force and Titan equipment and inventory;

- c) Approval of the Town's Offer (as defined below) for the acquisition of 128 Tiger Moth Road;
- d) Approval of an increase in the Receivership Fee Cap (as defined below) to \$250,000;
- e) Approval of the fees and disbursements of the Receiver and its legal counsel;
- f) Approval of the Receiver's Statement of Receipts and Disbursements for the period December 21, 2018 to March 5, 2019; and
- g) An Order sealing the Confidential Report in the Court file.

TERMS OF REFERENCE

4. In preparing this Second 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 Second Report may not disclose all significant matters about the Companies. Additionally, none of the Receiver's procedures were intended to disclose 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 Second Report.

6. Unless otherwise stated, all monetary amounts contained in this Second Report are expressed in Canadian dollars.
7. Capitalized terms used in this Second Report but not defined herein are as defined in the first report of the Receiver dated January 7, 2019 (the “**First Report**”) and the Receivership Order.

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 approximately \$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. 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).

Powers of the Receiver

11. The Receiver’s powers are detailed in Paragraph 3 of the 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 FIRST REPORT

13. Since the First Report, the Receiver has undertaken the following activities:
 - a) Compiled a complete list of the Property to the best of the Receiver’s knowledge;
 - b) Prepared a comprehensive sales and information package (the “**SIP**”) for the Property, facilitated on-site Property inspections, and completed a sale process (the “**Sales Process**”);
 - c) Corresponded with creditors, shareholders, and other stakeholders of the Companies;
 - d) Collected outstanding customer accounts owing to the Companies;
 - e) Arranged for continued insurance for the Property;
 - f) Corresponded with CRA with respect to payroll source deduction and goods and services tax (“**GST**”) trust audits, and completed statutory filings;
 - g) 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;
 - h) Arranged for the repair of minor water damage at the Virden Office;

- i) Continued to update RBC with respect to the status of the proceedings;
- j) Maintained, processed, and reconciled estate banking transactions and records;
and
- k) Prepared, reviewed, and finalized this Second Report and the Confidential Report.

SALES PROCESS

- 14. The Receiver engaged in discussions with several parties, including Management, with respect to a process to sell the Property of the Companies and to determine who may be interested parties (including those parties that had expressed interest in the Property in the past).
- 15. Commencing in mid-January 2019, subsequent to the Receiver completing a comprehensive inventory of all of the Property, the Receiver began to develop the Sales Process. As part of the Sales Process the Receiver prepared a SIP which included a detailed listing of the Property being offered for sale, along with the related terms and conditions of the Sales Process. The Receiver shared the SIP with legal counsel representing RBC in advance of distributing same on January 29, 2019. A copy of the SIP is attached hereto as Exhibit A.
- 16. Terms and conditions of the Sale Process included the following:
 - a) The Receiver was seeking offers and/or proposals from auction companies, industry participants, and other interested parties for the Property;
 - b) The Property was being offered for sale on an “as is, where is” basis;
 - c) The Receiver was not obligated to accept the highest offer, or any proposal;
 - d) Asset viewings were to be coordinated with the Receiver;
 - e) Proposals and offers were to be submitted by February 28, 2019 (the “**Submission Deadline**”); and

- f) Parties seeking to purchase some or all of the Property would be required to submit a standard form of offer (an “**Offer**”) prepared by the Receiver, a 20% deposit (the “**Deposit**”), and would have to be prepared to close the sale on or before fifteen (15) days after the date of acceptance of an Offer by the Receiver, or within five (5) days following the granting of a sale approval and vesting Order by the Court (the “**Sale Approval and Vesting Order**”), or such other date as agreed to by the Receiver and the offeror.

17. Interested parties were identified through discussions with Management, industry contacts, and industry contact lists. The Receiver also advertised the Sales Process in the following publications and on the undernoted industry website:

- a) Winnipeg Free Press – February 2, 2019;
- b) Virden Empire-Advance – February 1, 2019;
- c) Regina Leader Post – February 2, 2019;
- d) Saskatoon Star Phoenix – February 2, 2019;
- e) Calgary Herald – February 2, 2019; and
- f) www.boereport.com – February 4, 2019.

Copies of the advertisements and on-line posting are attached hereto as Exhibit B. In addition, certain parties contacted the Receiver directly, or through RBC, expressing an interest in purchasing the Property.

18. The SIP was provided to 111 interested parties (the “**Interested Parties**”) and 21 auctioneers (the “**Auctioneers**”) in aggregate. On February 22, 2019, the Receiver provided an addendum to the SIP (the “**SIP Addendum**”) to all Interested Parties and Auctioneers who had previously received the SIP. The SIP Addendum, attached hereto as Exhibit C, detailed certain additions, deletions, and modifications to the Property being offered for sale as a result of additional information obtained by the Receiver subsequent to the initial distribution of the SIP.

19. Based on the Sales Process and the results therefrom, discussions with Interested Parties and Auctioneers subsequent to the Submission Deadline, and the current state of the oilfield services industry, the Receiver is of the view that proceeding with the McDougall Auctioneers Ltd. offer for Parcel 1 and Parcel 2 (as detailed in the SIP) (the “**McDougall Offer**”) will result in the highest return to the creditors.
20. With respect to the parcel of land located at 128 Tiger Month Road (Parcel 4 detailed in the SIP), Titan had previously entered into a purchase agreement (the “**Land Purchase Agreement**”) with the Town of Virden (the “**Town**”), signed September 14, 2017 by Titan and September 19, 2017 by the Town. A copy of the Land Purchase Agreement is attached hereto as Exhibit D.
21. The Land Purchase Agreement was first brought to the attention of the Receiver on February 8, 2019 by e-mail correspondence from the Town. Immediately thereafter, the Receiver began discussions with its legal counsel, MLT Aikins LLP (“**MLT Aikins**”), the Town, and the Town’s legal counsel, McNeill Harasymchuk McConnell (“**MHM**”) to assess the enforceability of the Land Purchase Agreement (given the receivership proceedings), and whether the Receiver had any interest in completing a repurchase transaction with the Town.
22. As detailed in the Land Purchase Agreement, Titan acquired Lot 2 Block 3 Plan 53540 BLTO comprising approximately 4.46 acres of land from the Town for \$62,000 in September 2017. The land was subsequently subdivided by Titan into two equal parcels of approximately 2.23 acres, and the Town repurchased the northerly parcel back from Titan subsequent to the subdivision.
23. In accordance with clause 4 of the Land Purchase Agreement, Titan agreed not to sell, transfer, or lease the remaining 2.23 acres parcel of land (Parcel 4 in the SIP) to any third party without first providing the Town with the opportunity to repurchase Parcel 4 for the purchase price paid by Titan as set out in the Land Purchase Agreement (the “**Town’s Offer**”).
24. Accordingly, on February 22, 2019, MHM agreed to allow the Receiver to continue to

market Parcel 4 to determine if an offer superior to the Town's Offer could be obtained by the Receiver through its Sales Process, with a condition that any successful purchaser must enter into a development agreement with the Town. As the Receiver was not aware of the Land Purchase Agreement at the time of distributing the SIP on January 29, 2019, an amendment to the SIP was communicated to all Interested Parties and Auctioneers who had previously received the SIP by way of the SIP Addendum.

25. On February 22, 2019, MHM further advised the Receiver and MLT Aikins that should the Sales Process not result in the Receiver receiving a superior offer to the Town's Offer (inclusive of any purchaser having to agree to comply with the development conditions as set out in the SIP Addendum), the Town agreed that it would close the Town's Offer subsequent to the Sales Process.
26. As the offers received for Parcel 4 in the Sales Process did not exceed the Town's Offer, it is the Receiver's intention to accept the Town's Offer and complete the sale of Parcel 4 in accordance with the terms of the Land Purchase Agreement, with the sale to close on a date that is mutually agreed to by the Receiver and the Town in order to allow the Receiver sufficient time to complete the sale and removal of the Companies' equipment and inventory located thereon.
27. The Receiver is recommending that the Court approve the McDougall Offer and the Town's Offer for the reasons outlined above and as further detailed in the Confidential Report. The McDougall Offer, the Town's Offer, all other Offers and auction proposals received, and the Sales Process are more fully described in the Confidential Report.
28. The Receiver has discussed and shared all the Offers and auction proposals received with RBC, and RBC is in support of accepting the McDougall Offer for the Titan and Force equipment and inventory and the Town's Offer for 128 Tiger Moth Road.

ASSETS

Accounts Receivable

29. As detailed in the First Report, the Receiver was in possession of all necessary supporting

records to pursue collection of Titan's outstanding accounts receivable which approximated \$257,000 from seven (7) customers. As at the date of this Second Report, the Receiver has collected approximately \$240,000 and is still pursuing a further \$7,500. The residual \$9,500 is not expected to be collectible as approximately \$8,200 was owing from Force, and \$1,300 was received by Titan immediately prior to the Date of Receivership, but was not properly reflected in Titan's books and records.

30. Since the First Report, the Receiver has obtained certain supporting records for Force's outstanding accounts receivable totaling approximately \$69,000 owing from ten (10) customers, approximately \$45,000 of which is due from two entities associated with Mr. Coulter. The Receiver sent correspondence to all customers, including Mr. Coulter, on February 12, 2019, requesting immediate payment of the outstanding invoices. As at the date of this Second Report, the Receiver has not received any collections from the Force accounts.
31. On or about January 29, 2019, the Receiver was contacted by one of Force's customers who advised that they had recently 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 Second Report, the Receiver has not received any response to its e-mail correspondence of January 29, 2019.

Equipment and Capital Assets

32. As detailed in the First Report, the Companies did not maintain accurate and up-to-date equipment lists. As such, the Receiver had to compile detailed equipment lists from on-site inspections in order to develop the SIP and facilitate the Sales Process.
33. As evidenced by the SIP Addendum, additional vehicles and equipment have been identified by the Receiver that were not located on either of the Force or Titan yard sites at the Date of Receivership. As at the date of this Second Report, the Receiver is still

following up on sources of information that may result in additional equipment being located.

CREDITOR CLAIMS

34. As at the date of this Second Report, the Receiver has instructed MLT Aikins to complete a review of the validity and priority of the secured and priority claims that have been identified, and this review is still in process.
35. CRA attended at the offices of the Receiver on January 18, 2019 to complete payroll source deduction and GST trust audits for both Titan and Force. On February 19, 2019 the Receiver was provided with the results of CRA's examination for Titan. The Payroll Examination Statement of Account indicated that approximately \$57,060 was outstanding (inclusive of interest and penalties), and the GST Examination Statement of Account indicated that approximately \$10,898 was outstanding (inclusive of interest and penalties). On March 1, 2019, the Receiver was provided with the results of CRA's examination for Force. The Payroll Examination Statement of Account indicated that approximately \$19,966 was outstanding (inclusive of interest and penalties), and the GST Examination Statement of Account indicated that approximately \$902 was outstanding (inclusive of interest and penalties). The Receiver was still waiting on CRA's deemed trust claims for both Force and Titan as at the date of this Second Report.
36. On January 8, 2019, the Receiver sent the Wage Earner Protection Program ("WEPP") prescribed information to the eleven (11) former employees of the Companies with unpaid wages owing as at the Date of Receivership. Based on the books and records of the Companies, the priority claim of the Government of Canada in accordance with section 81.4(1) of the *Bankruptcy and Insolvency Act* (the "BIA") approximates \$15,722.

STATUS OF REFINANCING

37. As disclosed to the Court at the January 8, 2019 hearing, Tapper Cuddy LLP ("**Tapper Cuddy**"), legal counsel representing Titan, confirmed that they were not holding any funds in trust, but did advise that Management continued to pursue certain refinancing in an effort to payout RBC in full for both Titan's and Force's debt obligations (approximately \$2.3

million).

38. Since the January 8, 2019 hearing, the Receiver has not been made aware of any potential refinancing opportunities by Management or Tapper Cuddy.

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 December 5, 2018 to February 27, 2019. The Receiver's accounts total \$109,719 in fees and disbursements, excluding GST.
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 \$349 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 December 25, 2018 to February 28, 2019. The accounts total \$9,762 in fees and disbursements excluding Provincial Sales Tax and GST.

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.
45. Pursuant to paragraph 20 of the Receivership Order, prior to passing its accounts, the Receiver was authorized to pay its reasonable fees and disbursements, including the fees and disbursements of its legal counsel (collectively the “**Receivership Fees**”) up to \$150,000 (the “**Receivership Fee Cap**”) without prior leave of the Court. As of March 5, 2019, the Receiver has paid approximately \$126,222 in Receivership Fees (inclusive of taxes), and accordingly, is respectfully requesting that the Receivership Fee Cap be increased to \$250,000.

STATEMENT OF RECEIPTS AND DISBURSEMENTS

46. The Receiver has prepared a Statement of Receipts and Disbursements for the period of December 21, 2018 to March 5, 2019 for Force and Titan, a copy of which is attached hereto as Exhibit G.
47. As at the date of this Second Report, in accordance with paragraph 21 of the Receivership Order, the Receiver has borrowed \$125,000 from the Court authorized Borrowing Facility to fund the receivership proceedings.

APPROVALS SOUGHT

48. As result of the foregoing, the Receiver respectfully requests the following:
 - a) Approval of the reported actions of the Receiver to date in respect of administering these receivership proceedings;
 - b) Approval of the McDougall Offer for the acquisition of the Titan and Force equipment and inventory;
 - c) Approval of the Town’s Offer for the acquisition of 128 Tiger Moth Road;
 - d) Approval of an increase in the Receivership Fee Cap from \$150,000, to

\$250,000;

- e) Approval of the fees and disbursements of the Receiver for the period December 5, 2018 to February 27, 2019, and its legal counsel for the period December 25, 2018 to February 28, 2019;
- f) Approval of the Receiver's Statement of Receipts and Disbursements for the period December 21, 2018 to March 5, 2019; and
- g) An Order sealing the Confidential Report in the Court file.

All of which is respectfully submitted at Winnipeg, Manitoba, this 8th day of March, 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 – Sales and Information Package



Sales and Information Package

Force Rentals Ltd. and 5604070 Manitoba Ltd. o/a Titan Production Testing

January 29, 2019

Deloitte Restructuring Inc.,
Receiver of Force Rentals Ltd. and 5604070 Manitoba Ltd.
360 Main Street
Suite 2300
Winnipeg, MB R3C 3Z3

Tel.: 204-944-3586
Fax: 204-947-2689

Attention: John R. Fritz

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Invitation for offers

On December 21, 2018, Deloitte Restructuring Inc. (“**Deloitte**”) was appointed as Receiver (the “**Receiver**”) of Force Rentals Ltd. and 5604070 Manitoba Ltd. o/a Titan Production Testing (respectively “**Force**” and “**Titan**” or collectively the “**Companies**”) pursuant to an Order of the Honorable Justice C. W. Martin of the Court of Queen’s Bench of Manitoba (the “**Court**”). The Receiver is offering for sale herein its interest, if any, in the assets of the Companies.

Sealed offers for the purchase of the Receiver’s interest in the assets of the Companies will be received by Deloitte, in its capacity as Receiver of the Companies, until **5:00 p.m. (CST) on Thursday, February 28, 2019**. Deloitte is accepting offers on the equipment, inventory, and real property of the Companies.

The Companies provided oil field services and equipment rentals primarily in and around Southwestern Manitoba. In addition to the Companies’ various operating and rental equipment, the Companies also owned approximately 4½ acres of land just north of Virden, Manitoba, which was utilized as an equipment staging and storage area, and a head office building located in the Town of Virden, Manitoba. Since December 21, 2018, the operations of the Companies have ceased.

This sales and information package (the “**Sales and Information Package**”) is not intended for general circulation or publication, nor is it to be reproduced or used for any purpose other than that outlined herein. The Receiver does not assume responsibility or liability for losses occasioned to any parties as a result of the circulation, publication, reproduction, or use of this Sales and Information Package.

The information provided herein was obtained from the books and records of the Companies and information compiled since Deloitte’s appointment as Receiver. The information is being provided for the sole use of prospective purchasers in considering their interest in acquiring any or all of the assets (sometimes also referred to as “**Assets**”) of the Companies and does not purport to contain all of the information that a prospective purchaser may require. Prospective purchasers should conduct their own investigations and due diligence on the assets and the information contained in this Sales and Information Package. The Receiver specifically notes that it has not independently verified or audited any of the information contained herein. The Receiver provides no representation or warranty as to the accuracy or completeness of the information contained in this Sales and Information Package and shall have no liability for any representations expressed or implied herein, or for any omissions from this Sales and Information Package or for any other written or oral communication transmitted to prospective purchasers in the course of their evaluation of the assets. Under no circumstances shall any of the Companies’ employees or former employees be contacted directly or indirectly by any potential bidder: (i) to answer any questions regarding the possible acquisition of all or part of the Property; or (ii) to request additional information.

The assets are being offered for sale on an “as is, where is” basis. The Receiver makes no representations, expressed or implied, as to the description, condition, size, quantity, or value. Any purchaser will be asked as a condition of sale to sign an acknowledgement that they have inspected and satisfied themselves as to the condition of the assets.

The Terms and Conditions of Sale are detailed later in this Sales and Information Package along with the following key dates for the process:

Event	Timing
Asset viewings	By appointment on the following days: February 6-7, February 13-14, February 19-20, and February 26-27, 2019
Offer deadline	5:00 p.m. CST on February 28, 2019
Closing date	On or before fifteen (15) days after the date of acceptance or within five (5) days following the granting of a Sale Approval and Vesting Order by the Court, whichever is later, or such other time as may be agreed by the Purchaser and the Receiver. Any extension of the Closing Date will be at the sole discretion of the Receiver.
Asset removal date	On or before 15 days after the granting of a Sale Approval and Vesting Order by the Court, or as otherwise agreed by the Purchaser and the Receiver.

The highest or any offer need not be accepted by the Receiver. Offers shall be subject to the Terms and Conditions of Sale which shall be deemed to form part of the offer.

To make an arrangement to view the assets, please contact John R. Fritz by phone at 204-944-3586 or by email at jofritz@deloitte.ca.

Terms and conditions of sale

Deloitte Restructuring Inc. (“**Deloitte**”), in its capacity as Court Appointed Receiver (the “**Receiver**”) of Force Rentals Ltd. and 5604070 Manitoba Ltd. o/a Titan Production Testing (respectively “**Force**” and “**Titan**” or collectively the “**Companies**”) and not in its personal capacity, is offering for sale herein its interest, if any, in the assets of the Companies (the “**Assets**”) on the following terms and conditions:

Offers

1. The Assets are being offered for sale on an “as is, where is” without recourse basis and with no representations or warranties from the Receiver or any other party as to title, encumbrances, description, fitness for use, condition (environmental or otherwise), defect (patent or latent), collectability, merchantability, quantity, quality, value or the validity, invalidity, or enforceability of any patent, copyright or trademark right, or any other matter or thing whatsoever, either stated or implied.
2. All offers made for all, or a portion of, the Assets (the “**Offers**”) must be submitted by completing the form of Offer to Purchase attached hereto. Sealed envelopes marked “**OFFER – Force and Titan**” shall be delivered or mailed, postage prepaid, to the Receiver at 360 Main Street, Suite 2300, Winnipeg, Manitoba R3C 3Z3 Attention John R. Fritz so as to be in its hands by **5:00 p.m. (CST) on Thursday, February 28, 2019** (the “**Offer Deadline**”). Offers that do not strictly comply with these Terms and Conditions of Sale may, at the absolute discretion of the Receiver, be rejected for that reason alone.
3. All Offers must be accompanied by a bank draft or certified cheque, in each case drawn on a Canadian Chartered Bank or Credit Union, payable to “Deloitte Restructuring Inc., in Trust”, in an amount equal to twenty percent (20%) of the offered purchase price for the Assets (the “**Deposit**”).
4. The Assets have been segregated into the following parcels (a “**Parcel**” or collectively the “**Parcels**”) and are more particularly described in the Asset Parcel sections of the Sales and Information Package:
 - Parcel 1: Force equipment and inventory
 - Parcel 2: Titan equipment and inventory
 - Parcel 3: 165 Queen Street
 - Parcel 4: 128 Tiger Moth Road

Offers can be made en bloc or on an individual Parcel basis, but en bloc Offers must stipulate a separate price for each Parcel. Offers submitted for more than one Parcel will be considered as a separate Offer for each Parcel unless the Offer specifically states that the acceptance of one Parcel is conditional upon the acceptance of one or more Parcels.

5. Each party making an offer (the “**Offeror**”) must rely on its own judgment, inspection, and investigation of the Assets. Each Offeror acknowledges and agrees that it has had a full opportunity to conduct, and has conducted, such tests, examinations, inspections, and investigations as it deems necessary or advisable to fully acquaint itself with the Assets, their title, fitness for particular purpose, location, existence, condition, quality, quantity, merchantability, suitability for intended purpose and with any other attributes that the Offeror considers relevant.
6. Proposals from auctioneers to auction any of the Parcels on behalf of the Receiver will be considered.

7. Viewing of the Assets will be by appointment only. Appointments can be made by contacting John R. Fritz by phone at 204-944-3586 or by email at jofritz@deloitte.ca at the offices of the Receiver. The following dates are scheduled for viewing of the Assets:
 - February 6, 7;
 - February 13, 14;
 - February 19, 20; and
 - February 26, 27
8. The submission of any Offer to the Receiver shall constitute an acknowledgement and an acceptance by the Offeror of the terms of the Offer to Purchase, and the Terms and Conditions of Sale.
9. Offerors will have until the expiration of the Offer Deadline to proceed with further due diligence.
10. Each Offeror acknowledges that it has had the opportunity to consult with, and has consulted with, its own independent legal counsel prior to making the Offer.
11. Any Offer accepted by the Receiver will be subject to approval by the Court of Queen's Bench for Manitoba (the "**Court**"). The Order respecting Court approval shall be in a format acceptable to the Receiver.

Sales Process

12. The Receiver reserves the right to amend or terminate this sales process, or to withdraw or amend any of the Assets, at any time, at its sole discretion. With respect to any withdrawal or amendment, the sole obligation of the Receiver to the Offeror shall be to inform the Offeror of the withdrawal or amendment. With respect to the termination of the sales process, the sole obligation of the Receiver to the Offeror shall be to return any Deposit it has received without interest or deduction.

Acceptance of Offers

13. The Receiver shall be entitled to accept Offers prior to the Offer Deadline.
14. Each Offeror acknowledges that the Receiver is not obligated to accept any Offer and the highest Offer shall not necessarily be accepted. The Receiver reserves the right to reject any or all Offers without explanation.
15. After receipt of the Offers, the Receiver may, in its sole discretion, negotiate with any Offeror to seek clarification and negotiate further with any Offeror in respect of any Offer. The Receiver shall not be obliged to negotiate with any Offeror or give any Offeror the opportunity to resubmit an Offer, whether or not the Receiver negotiates with other Offeror(s).
16. Upon submission of an Offer to the Receiver, no Offeror shall be entitled to retract, withdraw, vary or amend the Offer prior to acceptance or rejection thereof by the Receiver, without the prior written consent of the Receiver.
17. Deposits accompanying Offers that are not accepted by the Receiver shall be returned without interest thereon by prepaid registered mail or courier to the unsuccessful Offeror at the address set forth in the Offer, on or before Friday, March 15, 2019.
18. Upon the acceptance of an Offer from an Offeror (the "**Purchaser**") in writing by the Receiver:
 - a. the Receiver will apply to the Court for a sale approval and vesting Order (the "**Sale Approval and Vesting Order**"), in a form acceptable to the Receiver which will, amongst other things, vest title to the purchased assets (the "**Purchased Assets**") in the Purchaser free and clear of any and all security interests (whether contractual, statutory, or otherwise), hypothecs, caveats, 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 excepting utility caveats.

- b. the closing date shall be established as on or before fifteen (15) days after the date of acceptance or within five (5) days following the granting of a Sale Approval and Vesting Order by the Court, or such other date as agreed to by the Receiver and the Offeror (the "**Closing Date**"); and
 - c. the Deposit made by the Purchaser shall be non-refundable, except as set out herein.
19. If the sale contemplated is completed, the Purchaser's Deposit will be applied, without interest, against the purchase price.
 20. If an Offer is accepted by the Receiver, but the sale of the Purchased Assets is not completed as a result of any act or omission on the part of the Purchaser, the Purchaser's Deposit shall be forfeited to the Receiver as a genuine pre-estimate of liquidated damages and not as a penalty. Furthermore, the Receiver shall be entitled to pursue all of its rights and remedies against the Purchaser.
 21. The Purchased Assets shall remain at the risk of the Receiver until the Closing Date. The Purchased Assets thereafter shall be at the risk of the Purchaser. Until the closing, the Receiver shall hold all insurance policies or proceeds thereof in trust for the parties as their interests may appear and, in the event of substantial damage to the Purchased Assets, the Purchaser may either have the net proceeds of the insurance and complete the transaction or may cancel the transaction and have all monies theretofore paid returned without interest, cost or compensation of any kind whatsoever. Where any damage is not substantial, the Purchaser shall be obliged to complete the transaction and be entitled to the net proceeds of insurance referenced to such damage.
 22. The Offeror shall cause to be paid and delivered to the Receiver on the Closing Date the offered purchase price plus any applicable goods and services tax and any other applicable taxes. These amounts shall be paid to the Receiver on the Closing Date by certified cheque, bank draft or wire, in each case drawn on a Canadian Chartered Bank or Credit Union by the Purchaser. After payment the Purchaser shall take delivery and possession of the Purchased Assets on an "as is and where is" basis on the Closing Date, without recourse to the Receiver or its respective employees, servants and agents.
 23. Without limitation, the Purchased Assets shall be as they exist on the Closing Date with no adjustments to be allowed to the Purchaser for changes in condition, qualities or quantities from the date of viewing to the Closing Date. The Purchaser acknowledges and agrees that the Receiver shall not be required to inspect the Purchased Assets or any part thereof and the Purchaser shall be deemed at its own expense to have relied entirely on its own inspection and investigation.
 24. As detailed in the Parcel 1 and Parcel 2 Asset schedules, the Parcel 1 and Parcel 2 Assets shall be surrendered to the Purchaser upon closing at 128 Tiger Moth Road in Virden, Manitoba (SW 35-10-26 WPM) (the "**Titan Yard**") and/or 157010 257 Road South of Virden, Manitoba (NE 14-10-27WPM) (the "**Force Yard**"), as applicable, based on the current asset locations. The Purchaser of Parcel 1 and/or Parcel 2 shall remove the Purchased Assets from the Titan Yard and the Force Yard on or before fifteen (15) days after the date of Court approval and granting of a Sale Approval and Vesting Order and shall notify the Receiver, not less than 48 hours in advance, of the date and time which it intends to remove the Purchased Assets. The Purchaser shall have no right to occupy or otherwise gain access to the Force Yard or Titan Yard or other such location following closing, save for access to remove the Purchased Assets. The Purchaser shall be responsible for the cost of removal and shall immediately repair or pay for any damage caused to the Titan Yard or the Force Yard or other such location by or in any way arising out of the removal of the Purchased Assets.
 25. The Purchaser acknowledges that no warranties or conditions, express or implied, pursuant to the *Sale of Goods Act* (Manitoba) or similar legislation in other jurisdictions apply hereto and all of the same are hereby waived by the Purchaser.

26. The Purchaser agrees that all the insurance maintained by the Receiver in respect of the subject Assets shall be cancelled on the Closing Date and that the Purchaser shall be responsible for placing its own insurance thereafter.
27. The Purchaser shall indemnify the Receiver and hold the Receiver harmless against and from all losses, costs, damages and expenses which the Receiver may sustain, incur or be or become liable for by reason of or arising from any operations of the Purchaser in relation to any Assets.
28. At the Closing Date, the Purchaser shall be entitled to such deeds or assignments as may be considered necessary by the Receiver to convey the Purchased Assets to the Purchaser provided that the Purchaser shall remain liable notwithstanding any assignment thereof by the Purchaser. Any such deeds or assignments shall contain only a release of the Receiver's interest in the Assets and shall not contain any covenant other than a covenant that the Receiver has not done any act to encumber the Assets. The Receiver shall not be required to produce any abstract of title, title deeds or documents thereof or any evidence as to title, other than those in its possession.
29. If Court approval of any sale transaction in a form satisfactory to the Receiver is not obtained, neither the Purchaser nor the Receiver will be obligated to complete the contemplated purchase and the Deposit accompanying the Offer shall be returned to the Purchaser without interest as soon as reasonably practicable.
30. The Offeror and the Receiver mutually agree to do all such further acts and execute all such further documents and instruments as may reasonably be necessary or convenient to give full effect to the sale transaction.

General

31. Deloitte is acting solely in its capacity as Receiver of the Companies, and not in its personal capacity, and Deloitte (and its employees, servants and agents) shall have no liability whatsoever in any way related to the Sales and Information Package, the Offer to Purchase, the Terms and Conditions of Sale, or in any way related to the Assets (as these terms are defined herein), whether in contract, in tort, under statute or otherwise.
32. All stipulations as to time are strictly of the essence.
33. The Sales and Information Package, the Offer to Purchase, and the Terms and Conditions of Sale, shall be governed by and construed in accordance with the laws of the Province of Manitoba and the Offeror irrevocably attorns to the jurisdiction of the Court of Queen's Bench of Manitoba, Judicial District of Winnipeg.

DATED at Winnipeg, Manitoba this 29th day of January, 2019.

DELOITTE RESTRUCTURING INC.,

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

360 Main Street
Suite 2300
Winnipeg, MB R3C 3Z3

Tel.: 204-944-3586
Fax: 204-947-2689

Schedule A

Deloitte Restructuring Inc., Receiver
Force Rentals Ltd. and 5604070 Manitoba Ltd. o/a Titan Production Testing

OFFER TO PURCHASE

**TO: DELOITTE RESTRUCTURING INC.,
 RECEIVER OF FORCE RENTALS LTD. AND 5604070 MANITOBA LTD.**
 360 Main Street
 Suite 2300
 Winnipeg, MB R3C 3Z3

Attention: John R. Fritz

1. Name of Offeror: _____
2. Address of Offeror: _____
3. Telephone and fax: _____
4. E-mail address: _____

The undersigned acknowledges having received and reviewed the Terms and Conditions of Sale (“**Terms and Conditions**”) pertaining to the sale of the Assets of Force Rentals Ltd. and 5604070 Manitoba Ltd. o/a Titan Production Testing, that the Offeror has inspected and satisfied themselves as to the condition of the Assets, and that this Offer is submitted pursuant to the said Terms and Conditions and the undersigned agrees to be bound thereby as if the same were set out herein as part of this Offer.

<i>En bloc</i>	<i>Offer in Canadian dollars (excluding any applicable taxes)</i>
Offer Price	\$
Deposit enclosed (20%)*	\$

<i>Parcel 1 – Force equipment and inventory</i>	<i>Offer in Canadian dollars (excluding any applicable taxes)</i>
Offer Price	\$
Deposit enclosed (20%)*	\$

<i>Parcel 2 – Titan equipment and inventory</i>	<i>Offer in Canadian dollars (excluding any applicable taxes)</i>
Offer Price	\$
Deposit enclosed (20%)*	\$

Parcel 3 – 165 Queen Street	Offer in Canadian dollars (excluding any applicable taxes)
Offer Price	\$
Deposit enclosed (20%)*	\$

Parcel 4 – 128 Tiger Moth Road	Offer in Canadian dollars (excluding any applicable taxes)
Offer Price	\$
Deposit enclosed (20%)*	\$

* All deposits must be made by certified cheque or bank draft payable to “Deloitte Restructuring Inc., in Trust”.

Please confirm, by ticking the appropriate box below, if the Offer is contingent upon the Receiver accepting all of the above Parcels included in the Offer.

- No, the above Offer is not contingent upon the Receiver accepting the Offer on all of the above Parcels bid on. As detailed in the Terms and Conditions of Sale, the Receiver, at its sole option, may accept the Offer in respect of any one or more Parcels, but not necessarily all of them.
- Yes, the above Offer is contingent upon the Receiver accepting the Offer on all of the above Parcels bid on. If the Receiver does not accept the Offer on all Parcels, the entire Offer will be void.

DATED at the City of _____ in the Province/State of _____

this _____ day of _____, 2019.

Signature of Offeror: _____

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

Selected photographs:

H2S scrubbers:



2011 Rainbow Utility Trailer with Portable H2S Scrubber



2013 Rainbow Utility Trailer with Portable H2S Scrubber



2014 Rainbow Utility Trailer with Portable H2S Scrubber

Light towers:



LT 3: 2012 Magnum MLT4200 Light Tower



LT 23: 2012 Magnum Pro MLT4200 Light Tower



LT 37: 2014 Allmand Max-Lite Light Tower

Light tower generator:



2011 Trailtech Triple Axle Trailer w 50 kw Generator and Light



Interior

Utility trailers and equipment:



Enclosed Dual Axle Utility Trailer



2013 Big Tex Garbage Trailer



Flat Deck 5th Wheel Trailer

Vehicles:



2008 Dodge Crew Cab Ram Truck



2006 F-250 Ford Crew Cab Truck
(keys missing)

Boiler:



International w/ Boiler

Storage and inventory:



Sea-Can (Force Yard)



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

Other equipment:



Mobile Stairs

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

Selected photographs:

P-Tanks:



PT 251: 2006 Bruce Harbin Welding P-Tank trailer, 250 psi, 18m³



PT 252: 1953 Adams Welding P-Tank trailer, 100 psi, 33m³



PT 253: 1953 Adams Welding P-Tank trailer, 100 psi, 33m³



PT 254: 1998 BWS Man F. P-Tank trailer, 250 psi, 18m³



PT 255: 1953 Adams Welding P-Tank, 100 psi, 33m³



PT 256: 2006 Silverado Oilfield P-Tank trailer, 250 psi, 14m³



PT 257: 2003 Blue Star Welding P-Tank, 250 psi, 18m³



PT 258: 1953 Adams Welding P-Tank trailer, 100 psi, 33m³



PT 259: 2001 Brooks Welding P-Tank trailer, 250 psi, 18m³



PT 260: 2005 Bromley Man P-Tank trailer, 345 psi, 19m³



PT261: 2000 Micoda Process P-Tank trailer, 200 psi, 14m³



PT 262: 2001 Micoda Process P-Tank trailer, 250 psi, 18m³

Flare stacks:



FS 252



FS 259



FS 262

Flow back tanks:



Tank 5



Tank 12



Tank 20

Test tank:



Shower trailer:



Shower Trailer Unit



Interior

Test separator trailer:



Dual Axle Trailer with CBM Testing & Rentals Test Separator Unit



Interior

Pipe:



Various 5K Pipe (Located on Flow Back Tanks and P-Tank Units)



10K Pipe on 2014 Rainbow Dual Axle Trailer

Office trailers:



OT 259



OT 262



OTG 24

Utility trailers and equipment:



Dual Axle Utility Trailer with Toolbox, Hoses and Pipe



Dual Axle B&D Trailers FT1 Trailer with Pipe



Dual Axle Rainbow Utility Trailer FT3 with Jet Toolbox



2014 Rainbow Dual Axle Trailer with 10K Pipe



2011 Rainbow Dual Axle Utility Trailer with Hoses, Pipe



Flat Deck Trailer

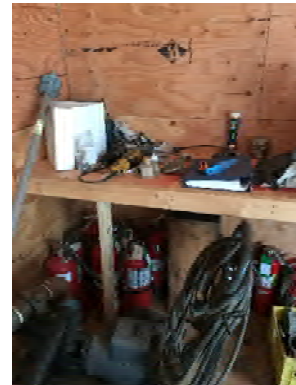
Storage and inventory:



Storage Shed with Rolling Door



Parts, Tools and Fitting Inventory (located in storage shed)



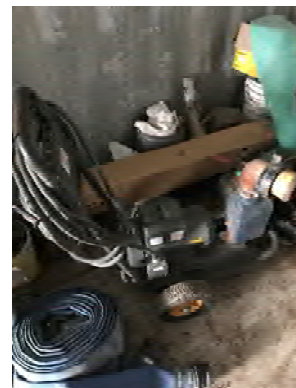
Parts, Tools and Fitting Inventory (located in storage shed)



Sea-Can (Titan Yard)



Parts, Tools and Fitting Inventory (located in Titan Sea-Can)

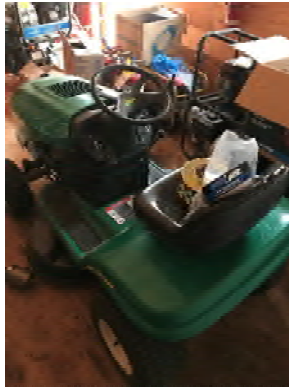


Parts, Tools and Fitting Inventory (located in Titan Sea-Can)

Other equipment:



Gas transfer pumps



Weed Eater Garden Tractor



Powermate Portable Generator

Parcel 3 – 165 Queen Street

Building:

Description	
Civic address	165 Queen Street, Virden Manitoba
Legal description	DESC 10/20-84-2088
Frontage or Area	39.99 Feet
Roll number	29600.000
Title number	2665314/Brandon
Municipality	461 - Town of Virden

Contents:

Description
Various furniture, appliances and office equipment including:
Frigidaire washer and dryer
Various computer printers
Maytag dish washer
Amana refrigerator
Kenmore microwave
Panasonic microwave
Frigidaire stove
Keurig coffee machine
Primo water cooler
Dyson vacuum
Filing cabinets and shelving
Various desk, hutch and filing units
Paper shredders
Computer monitors
Loveseat
Leather office chairs
Cloth side chairs
Various small space heaters
Various tables
Samsung flat screen televisions

Selected photographs:



Office Exterior - North



Office Exterior - South



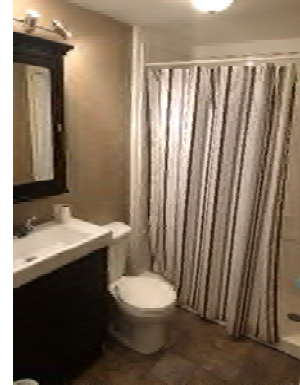
Main Office – Facing East



Main Office – Facing West



Main Office – Facing South



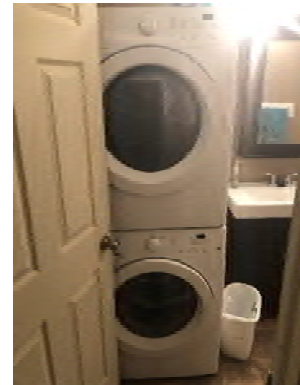
Restroom



Amana Refrigerator



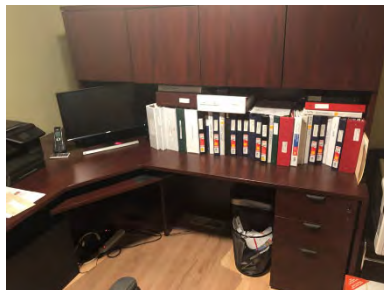
Frigidaire Stove



Frigidaire Washer and Dryer



Loveseat



Desk and Hutch



Leather Office Chair

Parcel 4 – 128 Tiger Moth Road

Land:

Description	
Civic address	128 Tiger Moth Road, Virden Manitoba
Legal description	2-3-53540 (located in SW 35-10-26 WPM)
Frontage or Area	4.46 Acres
Roll number	158010
Title number	2977922/2
Municipality	461 - Town of Virden

Photograph:





www.deloitte.ca

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Exhibit B – Advertisements

Protest greets former Starbucks CEO in Seattle as he eyes 2020 bid

GENE JOHNSON

SEATTLE — “Grande ego. Venti mistake”: That was the message protesters had for former Starbucks CEO Howard Schultz as he returned to his hometown of Seattle this week after announcing that he’s mulling an independent run for president.

Several dozen protesters gathered outside a downtown theatre before Schultz appeared to promote his new book on Thursday. They included Democrats who fret his candidacy would hand U.S. President Donald Trump another term, and green-and-gold-bedecked basketball fans who haven’t forgiven him for selling the Seattle SuperSonics to a group that moved the team to Oklahoma City more than a decade ago.

“The way he dealt with the Sonics shows a huge fault in his character,” said Farheen Siddiqui, 26, who wore a team jersey to the protest. “He acted like a child who was not getting his way.”

Inside, though, he got a warmer reception, with hearty applause from a crowd of 1,100, especially when he apologized about the Sonics, and described the health insurance and stock options he offered to Starbucks employees. “I’m a fan of everything Howard’s done with Starbucks,” Annie Peters, of Bellevue, Wash., said. “He cares about people and has done a great job building the business as well. I’ve been waiting for someone like him to run.”



Howard Schultz

The 65-year-old billionaire and Democratic donor, who stepped down as Starbucks chairman last June, has been on a tour of talk shows and news interviews the past few days, coinciding with the release of his latest book, *From the Ground Up: A Journey to Reimagine the Promise of America*.

He said he doesn’t intend to decide whether to run for president for several months, but the reaction from prominent Democrats has been swift. Washington Gov. Jay Inslee, the party chairwoman in Washington state, top advisers to former president Barack Obama and the most powerful political action committee in Democratic politics are among those who have criticized him, saying an independent bid would likely split the opposition to Trump and make his re-election more likely.

The protesters outside his talk chanted: “Pick a party.” Some carried signs decorated like Starbucks cups that read “Compost your campaign” and “Grande ego. Venti mistake”— a reference to the Italian names for drink sizes at the coffee chain.

Schultz promised the crowd, “I will do nothing on any level to proceed if I thought I would in any way persuade Americans to vote and re-elect Donald Trump.”

In Seattle, where 92 per cent of voters cast ballots against Trump in 2016, helping get him re-elected might be even less popular than selling off a beloved sports franchise. Many in the audience applauded a heckler’s suggestion he run as a Democrat, and several also cheered ideas that Schultz was panning, such as drastically increased tax rates on the super-rich.

The crowd was more muted when Schultz explained away his voting record — he’s cast a ballot in just 11 of 38 state, federal and local elections since 2005, as the *Seattle Times* first reported. He said he has voted in every presidential election since he turned 18, but otherwise said he simply hasn’t been engaged in local politics.

Chris Petzold, a Democratic activist from the Seattle suburb of Issaquah, said she remains sad about the Sonics’ departure, but the protest wasn’t about that. “Now is not the time to risk getting another four years with Donald Trump as president,” she said. “If you want to fix it, why not fix it from within the system, instead of being your arrogant billionaire self? He’s just buying his way into this.”

In an opinion piece published Wednesday in the *Seattle Times*, Schultz acknowledged that he has a “complicated” relationship with Seattle, a city he first fell in love with during a visit to Pike Place Market in 1981. It’s the city where he grew a small coffee-roasting company into an inescapable global chain, where he and his wife raised their two children, and where the couple still lives.

Along the way, he made Starbucks one of the first U.S. companies to offer stock options and health insurance even to part-time employees; more recently, it partnered with Arizona State University to cover tuition for workers who want to earn their bachelor’s degrees online.

In 2001, Schultz led a group of investors in buying the Sonics and the WNBA’s Seattle Storm for US\$200 million. Due partly to an unfavourable lease deal and the small size of KeyArena, where the team played, the Sonics were losing millions of dollars a year. After being rebuffed by the legislature in his efforts to win public funding to remodel the venue, Schultz sold the team for US\$350 million to the group that moved it to Oklahoma City and renamed it the Thunder.

“I was so focused on getting myself and others out of a money-losing situation that I made a bad choice and failed to follow a principle that helped me grow Starbucks, which is to try to balance profit with humanity,” he wrote in the *Seattle Times*. “Selling the Sonics is the biggest regret of my professional life... I do not expect my actions to be forgiven or forgotten.”

— *The Associated Press*



AARON HARRIS / THE CANADIAN PRESS FILES

Ron Joyce, co-founder of Tim Hortons, died Thursday in his Burlington, Ont., home at the age of 88.

Tim Hortons co-founder ‘enjoyed journey of life’

OBITUARY

RON JOYCE

RON Joyce, who rose from a childhood marked by the Great Depression to co-found the Tim Hortons doughnut chain, has died at the age of 88.

Joyce died Thursday in his Burlington, Ont., home with his family at his side, the family said in a statement.

The cause of death was not immediately clear.

“My father had a big vision and a big heart. Through hard work, determination and drive, he built one of the most successful restaurant chains in Canada,” Steven Joyce said in a statement on behalf of the family.

“He never forgot his humble beginnings.” Joyce was born in Tatamagouche, N.S., in 1930, with two siblings to follow. The family moved to Westville, N.S., where his father struggled to find construction work due to the ripple effects of the Depression.

His father died in an accident when Joyce was three years old, while his mother was pregnant with their third child.

She moved the family back to Tatamagouche, where she bought a three-room house for \$500 — half of the life insurance payment. Her other income came from a \$20 monthly widow’s allowance. The house had no running water, electricity or insulation. A wood burning stove in the middle of the living room provided heat and was used for cooking and baking.

Joyce described this “modest upbringing” in his memoir *Always Fresh: The Untold Story of Tim Hortons*.

He did not complete high school, but left Tatamagouche for Hamilton, where he gained work in factories, the navy and a police force, according to the Canadian Encyclopedia.

He went on to invest in the first Tim Hortons shop in Hamilton in 1964. He purchased that first restaurant for \$10,000. He helped grow it into a successful chain, and in 1995, the company opened its 1,000th store.

In 1967, Joyce and Tim Horton, a professional hockey player, became full partners in the company. When Horton died in a car accident in February 1974, Joyce became the sole owner, purchasing his deceased partner’s share.

He sold the chain to Wendy’s International Inc. in 1996. It was later purchased by Burger King and the two brands became Restaurant Brands International in 2014.

“Ron was a larger-than-life friend who not only helped create one of Canada’s most iconic brands, but was passionate about ensuring Tim Hortons always gave back to the community,” reads a statement signed from the Tim Hortons team.

His work with charitable organizations will continue to have a lasting legacy for future generations, the statement said.

He helped found the Tim Horton Children’s Foundation in 1975 after his business partner died. The foundation pays to send underprivileged children to one of several Tim Hortons camps, and runs youth programs. This year, the organization will send more than 19,000 kids to camp, according to its website.

The foundation recently celebrated his commitment with the dedication of a Ronald V. Joyce house at its camp in his birthplace.

Joyce was awarded the Order of Canada in April 1992 for his work with the children’s camp charity.

“His commercial interests are surpassed by his dedication” to the organization, reads the entry on the Governor General’s website, and “his fundraising efforts and personal involvement ensure that thousands of youngsters enjoy a fun-filled camping experience each year.”

Joyce also founded the Joyce Family Foundation, which focuses on providing access to education for children and youth facing significant financial need or other barriers to success. The foundation has donated more than \$185 million since its start.

Joyce’s generosity “has been felt across the country,” said the Joseph Brant Hospital in Burlington, and its namesake foundation.

Joyce donated \$7.5 million to support the hospital’s redevelopment and expansion.

“We have lost a great Canadian and he will be missed,” read the statement from the hospital’s CEO, Eric Vandewall, and the foundation’s president, Anissa Hilborn.

In addition to the Order of Canada, Joyce’s philanthropy earned him numerous awards, including the title of philanthropist of the year from the Burlington Community Foundation and a Canadian Red Cross NS Power of Humanity Award.

After selling Tim Hortons, Joyce moved on to establish the Fox Harb’r Resort in Wallace, N.S., in an effort to boost tourism and employment in the province.

The former hobby pilot also owned Jetport Inc., a Hamilton-based private jet charter company. Joyce previously flew his own company planes, aptly named Donut 1 and Donut 2, according to a biography provided by his charitable foundation.

Despite never completing high school, Joyce held numerous honorary doctoral degrees, including accolades from Queen’s University and the University of Calgary.

“He lived large and enjoyed the great journey of life,” Steven Joyce said in the family’s statement, adding the family greatly appreciates privacy at this time. “He will be greatly missed.”

— *The Canadian Press*

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REQUEST FOR QUOTATION RFQ NO.: 1190-19 HP DESKTOP, MONITOR, LAPTOP AND PRINTER UPDATE

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To obtain the RFQ package, a written request should be forwarded by email to the WCLC Purchasing Department at: purchasing@wclc.com

Western Canada Lottery Corp. shall have the right not to accept the lowest, or any Proposal, and reserves the right, in its sole discretion, to reject any and all proposals, or to cancel this competition at any time, without prejudice to any Supplier.

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Kenton By Paulette Wiens

The Kenton Open Bonspiel was held January 23-27, with 20 rinks entered. The first event went to Lawrence Daniel of Kenton, second event was won by Heaman Electric in Virден and the Third event went to Dennis Veitch of Rivers. Meals were served at the Kenton Rink during the Bonspiel. A good show of curlers and volunteers made the bonspiel a success. Stay safe and warm everyone, as we

bear getting through another cold snap of the winter.

Miniota By Bev Peel

Apologies to the great grandparents of Jory Lee Stonehouse, which read great-great (last week) instead of just great.

Sympathy from the Miniota community to Marg Taylor and all her family on the passing of her sister, Lois Vincent of Winnipeг.

Trudy Waters from Arrow River trav-

eled to El Salvador with her sister Marilyn and Don Nugent, and friends Edy and Wayne Clayton to attend the wedding of Trudy's niece, Sarah Nugent to Renzo Caldero. They spent two weeks exploring the country and meeting Renzo's family. Renzo and Sarah plan on doing a lot of traveling.

Princess Lodge By Bernice Graham

The Olsons entertained the residents last Thursday afternoon with their old time

dance music, followed by a light lunch. Get well wishes are extended to Orlean Johnson and KayLynn Gardner who are in the hospital.

We welcome Eleanor Opper who moved into the lodge on the weekend.

The January birthday party was held on Tuesday afternoon with card bingo followed by dessert and tea. Those celebrating birthdays in January are: Lena Klein, Irene Magotiaux, Janice Simpson and Addie Young.



NEW BOOKS AT THE Library

Adult bestseller:

Untouchable by Jayne Ann Krentz: Jack Lancaster has a strong adversary in Quinton Zane who is out to get rid of Anson Salina's foster sons, starting with Jack.

The Water Cure by Sophie Mackintosh: Nominated for the Man Booker Prize. Three sisters are raised on an isolated island, sheltered from the world.

Liar Liar by James Patterson and Candice Fox: Detective Harriet Blue is a very good cop who has now gone very bad, all because of one man Regan Banks who dispatched the only person in the world Harriet cared for.

Verses for the Dead by Douglas Preston

& Lincoln Child: A Pendergast novel. Now the famously rogue agent is being required to work with a partner, junior agent Coldmoon. They are being assigned to Miami Beach to solve a string of crimes.

Adult large print western: *Blood Ties* by James J. Griffin: a Texas Ranger Will Kirkpatrick novel.

Adult fiction: 'Til We Meet Again: four complete romances in one volume

Adult non-fiction: *Guinness World Records 2019*

Quick 400-Calorie Favourites: 90+ tested-till-perfect recipes from the Canadian Living Test Kitchen: complete satisfying meals plus 200-calorie

desserts!

To the River by Don Gillmor

Young adult: *Queen of Air and Darkness: Book three, a Shadowhunters novel* by Cassandra Clare

Junior fiction: *Bad Kitty: Kitten Trouble* by Nick Bruel

Dr. Snow Has Got to Go! by Dan Gutman

Max & the Midnights by Lincoln Peirce

Junior picture book: *The Berenstain Bears Get Ready for Bed* by Mike Berenstain
They Say Blue by Jillian Tanaki: Caldecott Honor Winner

Solutions & Substitutions

By Reena Nerbas

Dear Reena,
I have burnt a pot very badly. It had red cabbage in it and I cannot remove the black from the bottom.

Can you give me a solution for this? Thank you. Hulda

Dear Hulda,
Soak the pan with dishwasher detergent and hot water for a couple of hours, scrub with a steel wool pad.

Or (and this is what I like to do) into the pot pour baking soda, dish soap and enough water to cover the bottom. Boil the contents for five mins. Let sit just until cool enough to handle and scrub

with an S.O.S pad. Some people use oven cleaner for this purpose and leave it overnight, but I prefer baking soda.

Dear Reena,
Can you please tell me how to melt the ice on the steps in front of my home? My mother is 85 years old, and I fear that she will slip and break her hip if I don't do something to make the walk and steps less icy. Max

Dear Max,
Use the following recipe several times throughout the season, to prevent your steps from becoming dangerous and icy. Into a gallon jug add: 1 tbsp. rubbing alcohol,

1 tsp. Dawn dish soap and half gallon hot water. Pour the concoction onto cement. Within a few hours, ice turns to slush making the area safer for walking. Also, consider securing outdoor carpet wherever possible..

FABULOUS TIP OF THE WEEK:

Put a rubber-backed bathmat over the edge of the bathtub to help prevent children from slipping when getting in and out of the

bathtub. This also works for seniors.

Note: Every user assumes all risks of injury or damage resulting from the implementation of any suggestions in this column. Test all products on an inconspicuous area first.

Reena Nerbas is a popular motivational presenter for large and small groups; check out her website: reena.ca. Ask a question or share a tip at reena.ca.

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Obituaries



URSU, James J. (Jim)
1934 - 2019

James Joseph Ursu (Jim), dearly beloved husband, son, brother, uncle, and friend was called home to be with his Lord and Savior on January 27, 2019 at 84 years of age. Jim was predeceased by his parents Peter and Aspasia Ursu; brothers Edward and Ron; parents-in-law Charles and Anna Massier; sisters-in-law and brothers-in-law June and Henry LePage, Joan and Maurice LePage. Jim is survived by his beloved wife and best friend of 44 years, Janet (Jan) Ursu (nee Massier); brothers Gabe (Jeanne) Ursu and Roy Ursu; sister-in-law Tilly Ursu; brother-in-law Gary Massier (Christine Tell); numerous nieces and nephews and a very special cousin Connie Banilevic who has been his dear friend and mentor over the years. Jim was born in the Kayville district, Saskatchewan and took his elementary schooling there. When Jim reported for his first day of school and the teacher asked what grade he was in, Connie piped up that Jim was in Grade 2. Jim always maintained that Connie got him through school at a faster than normal pace. After completing Grade 8, Jim moved to Regina working in various jobs before joining the Royal Bank in September 1957. He worked for the Bank for 38 years in several positions but mainly in the Real Estate Resources Department in the Saskatchewan District Office. Jim was responsible for project management of new bank buildings, renovations, new furnishings, security and all aspects of bank buildings. He decided to complete his high school education and accomplished this by taking night classes, while working his full time job, and was able to attain his Grade 12 diploma. Jim has also always been known for being immaculate in dress and appearance as well as very efficient when taking on any task. Jim was very much a community-minded person and, in this respect, joined the new Suburban Optimist Club of Regina which eventually disbanded, however he then joined the well established Optimist Club of Regina, and from there went on to hold several leadership positions such as Club President, District Secretary Treasurer, District Governor and International Vice President which was a two year stint. During those two years, Jim and Jan made 22 trips throughout Canada and the United States fulfilling his Optimist duties. It was also a time when they travelled to many Optimist meetings and functions with their dear friends, Glenn and Betty Jewison. Jim was awarded a Life Time membership in recognition of his commitment to the organization and the community. Jim has recently been faced with major health issues and has been working with the Allan Blair Cancer Clinic and both the Pasqua and General Hospitals. In all cases he has received excellent, compassionate care from all the doctors, nurses and other staff and wishes to express his heartfelt thanks to all of them. Jim also wishes to thank his family physician, Dr. M. Moola who has always been there for him during times of illness. Flowers are most graciously declined. Please consider donations to The Lung Association of Saskatchewan or to a charity of choice. **At Jim's request there will be no funeral. A private interment with family and friends will be held at a later date. May you rest in peace, Jim.** You are invited to leave a personal message of condolence at the family's online obituary at: www.MyAlternatives.ca



In Memoriams



In Loving Memory Of Chief Irvin Starblanket
October 2, 1939 - February 3, 2009
Chief Irvin Starblanket
Kihew Kawaskasit - Eagle Flying in a Circle

10 years have passed but it seems like yesterday. You have touched many lives in many ways. A true leader, knowledge keeper, Treaty advocate and role model and respected elder who passed on traditional values and cultural ways. A humble, loving, husband, father and grandfather, who cared deeply about his family and community - Star Blanket Cree Nation. We are always comforted when you visit us in our dreams.

"Forever missed, Forever loved, Forever honored"

Love always - Wife Margaret and daughters, Verna (Brian), Denita, Joanne (Gary), Cynthia, Sonia (Michael), Sharily (Toby), grandchildren and great-grandchildren.

CZINKOTA, LORNE
In memory of my loving partner and best friend, Lorne, who passed away February 2, 1998. *Your precious gift to me*

The beauty of our life together was a precious gift of the heart.
You gave me so much so often in so many special ways;
In loving words of comfort
In happy words of praise
In taking time to walk and talk
In trying to understand
In helping when you knew I needed your help
In sharing all the joys of life
In your special way of giving love in everything you did
Made your gift to me the best of all - "The precious gift of you".
You are forever in my heart.

Sadly missed, remembered and always loved by your loving partner and best friend, Vickie Wagner.

Remembering...
FILTEAU, Angelica Rae
December 20, 1983
February 2, 2002

Today recalls sad memories, Of a dear friend gone to rest, And the ones who think of her today are the ones who love her best.
Love your best friend, Breanna xoxo

MILDENBERGER
Leo - February 2, 2014
Sally - February 6, 2007

Those we love we never lose, for always they will be loved, remembered, treasured, always in our memory.
Your loving family.



FAWCETT
In loving memory of my dearly beloved parents
CLIFFORD - July 7, 2006
VIRGINIA - January 8, 2008

Beside your grave I often stand With heart both crushed and sore, Silent till the sweet words come, "Not lost, but gone before." God knows how much I miss you, He counts the tears I shed, And whispers, they only sleep, Your loved ones are not dead So I'll be brave, dear mom & dad And pray to God each day, And when He calls us home to you, Your smiles will guide the way,
Dearly missed, by daughter Valerie, Memory Eternal

In Loving Memory Of Walter Lang
Feb 4, 1972

A silent thought, a secret tear. Keeps his memory ever dear, Time takes away the edge of grief, But memory turns back every leaf.
Always remembered and sadly missed by wife Gloria, children Shelley and Ken.

How will you remember them?



In Loving Memory Of ROSOM, Milton

Sept. 2, 1931 - Feb. 3, 2008 (Eleven years ago today)

Remember him with a smile today
He was not one for tears
Reflect instead on memories
Of all the happy years
Recall to mind the way he spoke
And all the things he said
His strength, his stance, the way he walked
Remember these instead
The good advice he'd give us
His eyes that shone with laughter
So much of him will never die
But live on ever after
As we loved you, so we miss you
In our memory you are near
Loved, remembered, longed for always
Bringing many a silent fear

Deeply missed and always loved and remembered, Elaine, Melissa & Aaron

In Loving Memory of



Stanley Steven Pogany
November 26, 1931
February 10, 2017

On the table the lonely candle is lit
Marking the place you used to sit
I will only be without for a while
You left me with an abundance of
Memories for which I can smile
You are in my heart and every day
The bond is there in every way,
I cherish your memory and hold it dear.
Many, many things will always keep you near.
So Stan, be at peace and rest.
Memory Eternal
Love, Valerie



KELLER
In loving memory of our dear parents,
Louie and Agnes
Always in our thoughts,
Forever in our hearts.
Loved forever, your family

Thank you



Karen Pogany
March 26, 1962
December 20, 2018

Karen Lee Pogany's mother Valerie wishes to express her sincere thanks to those who visited Karen, including Rory and Lori Allen for taking the time to come and sing and pray with Karen, friends that brought gifts and food during her illness. To those who attended the Funeral Service, sent cards, phone calls, flowers, gifts, and for the love and support of family and friends following the sad loss of a wonderful daughter. Special Thank you to the Regina Funeral Home, Pallbearers, Garth Oberkirsch, Father Christian and the Ladies Auxillary at St. Georges Cathedral.
*Forever loved and missed by Mom Valerie
May your memory be Eternal.*

Prayers

Thanks for answering my prayers, St. Jude. -PM

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RFQ NO.: 1190-19

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Continued from B8.

Your Daily Horoscope

Creators Syndicate

Holiday Mathis

SUNDAY, FEBRUARY 3, 2019

Love has many languages, definitions and types, its expression changing through a lifetime or even a day, as we'll learn with this Venus change. Venus in fiery Sagittarius featured passion, possibility and pursuit. But in the weeks to come, love will be more defined by proof than anything else. Without evidence, there is no love.

TODAY'S BIRTHDAY (Feb. 3) You forget yourself, in a good way, losing the self-consciousness that kept you from pursuing your attractions and interests. Because what others think no longer matters so much, you're able to ask for greater emotional depth, compensation, beauty and more. Life improvements come via hard work and excellent mentorship. Virgo and Libra adore you. Your lucky numbers are: 30, 1, 11, 14 and 27.

ARIES (March 21-April 19) Though you can sometimes find it easy to derive joy from the small ordinary things, right now you're focused differently, so driven by your big goal that it will be constantly in mind, squeezing out all other considerations.

TAURUS (April 20-May 20) To measure the distance between where you are and where you want to be will be a recipe for discontent. Instead, you should determine the right direction, take a step and repeat.

GEMINI (May 21-June 21) Complaining is one way of figuring out what's working and what's not. But it's such an unattractive mode that it's better to do it in the confines of a private document than out loud. Vent in a journal. Then tinker around with solutions.

CANCER (June 22-July 22) There's real potential in the current situation, but it may not be obvious. Ultimately, to have a grateful heart about the whole thing, you need to recognize what's in it for you. So what's interesting here? What's pleasing?

LEO (July 23-Aug. 22) People have ideas and try to sell you on them. This goes on all day long and takes many forms -- from advertisers to colleagues to family members. It's more or less a constant pitch. Get some quiet time tonight.

VIRGO (Aug. 23-Sept. 22) You have a levelheaded view of fame. At some point, in order to move forward, you'll have to take credit and become known. But today you'll be able to accomplish many aims under the radar, an approach you'll much prefer.

LIBRA (Sept. 23-Oct. 23) It's not a bad idea to rehearse before asking for what you want. What might be even more helpful is to do some deep thinking about how much you really want it and what you have to offer in exchange.

SCORPIO (Oct. 24-Nov. 21) Your idea of a perfect day has changed through the years. Actually, it's changed since yesterday! There are benefits to consciously updating your fantasy. It will help you get more of the good stuff into your day-to-day life.

SAGITTARIUS (Nov. 22-Dec. 21) You're still not sure how hard you should be working at a certain goal, but it's pretty clear that this present amount isn't right. So mess around with your efforts. Experiment, with the aim of achieving a balance that works.

CAPRICORN (Dec. 22-Jan. 19) What you have in common with your loved ones won't be so important as what you don't. It's how you fill in each other's blanks that matters most to the outcome of the day.

AQUARIUS (Jan. 20-Feb. 18) When you count your blessings, certain items rise to the top -- strokes of good fortune for which you'll be eternally grateful. When you dwell there, your joy multiplies.

PISCES (Feb. 19-March 20) A relationship takes a starring role without even showing up in the action of the day. The memory looms large, with an impact undeniable. Even so, recognize that this is merely an idea you're having, an idea that can change.

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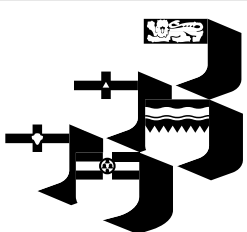
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Porzingis trade has given Knicks new hope for future

BRIAN MAHONEY

NEW YORK The New York Knicks traded away one star for the chance to sign two. If it works, and Kevin Durant and Kyrie Irving bring the playoffs back to New York, it will have been the deal that finally got the Knicks moving toward the top after years of running in place.

But if Kristaps Porzingis and Luka Doncic turn into the frontcourt of the future in Dallas and the Knicks can't get anyone to take their money, basketball purgatory in New York could last a while longer.

The Knicks entered themselves into the free agency game Thursday when they dealt Porzingis to the Mavericks in a move that helped open nearly \$70 million more in salary cap space.

The payoff can be enormous. Failure can take years to overcome, and the Knicks know that as well as anyone.

"That cap space don't mean nothing unless they get guys... because you're going to have to sign somebody. And if you sign guys who aren't superstars, who are just good players, it's going to kill your franchise for the next 10-15 years," Charles Barkley said Thursday night on TNT.

Irving will be at Madison Square Garden on Friday when the Boston Celtics visit, and should get a delirious cheer from desperate Knicks fans. He's one of the biggest prizes in the class of 2019, and after telling Celtics fans in the fall that he planned to re-sign there this summer, he may have left the door unlocked when he told reporters to "Ask me July 1."

The scene could be reminiscent of when Cleveland came to New York early in the 2008-09 season, shortly after the Knicks made a pair of trades that signalled they would be big spenders when LeBron James headlined the class in the summer of 2010. Knicks fans were so eager to begin wooing James that Spike Lee even wore a pair of James' sneakers that night.

The Knicks didn't get James, or Dwyane Wade or Chris Bosh, who all decided to team up in Miami. They ended up giving a max deal to Amare Stoudemire, who was an all-star that first season before injuries piled up and limited his effectiveness for the rest of his contract that ate up cap space and made further deals difficult. Knicks executives say they won't feel pressured to throw their money at someone in July. If they can't get Durant or Irving, or Kawhi Leonard, Jimmy Butler or Kemba Walker, they can always save their space for 2020. Also, having cap room allows teams to more easily facilitate trades, which could enable the Knicks to get into the Anthony Davis sweepstakes while New Orleans searches for a deal for its all-star forward.

Throw in the hopes of the No. 1 pick -- they have the NBA's worst record at 10-40 -- and two more first-rounders they acquired from the Mavericks, and the Knicks could be in their best shape in years to forge a real future.

They have been bad on the court for most of the last two decades and sometimes even worse off it, creating far more controversies than victories throughout the failed tenures of Isaiah Thomas and Phil Jackson.

"I know it's a big market and everybody likes New York, but the question is, with the stuff that's been going on with management, can they lure a Kevin Durant or a big-time player to come play?" Shaquille O'Neal said.

The Knicks believe that's less of a problem now under President Steve Mills and general manager Scott Perry, who have focused on cleaning up the culture that has been so toxic under Madison Square Garden chairman James Dolan.

"I think that if you talk within the basketball community, definitely the vibe is changing around here, the perception of what we're trying to do," Perry said.

The Associated Press

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WONDERWORD

By DAVID OUELLET

HOW TO PLAY: All the words listed below appear in the puzzle -- horizontally, vertically, diagonally and even backward. Find them, circle each letter of the word and strike it off the list. The leftover letters spell the WONDERWORD.

'DYNASTY' (TV SERIES REBOOT) Solution: 9 letters

S	A	F	A	L	L	O	N	A	D	I	R	E	H	S
A	N	L	E	T	T	E	L	L	O	C	I	N	S	O
L	D	O	L	O	V	E	J	L	A	I	C	O	S	R
L	E	R	T	E	K	O	G	E	D	A	H	T	H	O
I	R	E	T	G	N	R	A	B	L	A	K	E	O	B
E	S	S	P	E	N	L	E	A	H	C	I	M	L	E
N	J	E	S	O	A	I	O	H	I	P	A	A	L	R
A	T	O	I	T	J	(F)	R	R	T	D	E	I	I	T
H	N	S	S	L	(F)	Y	T	R	A	O	Z	L	S	J
L	A	I	A	(E)	L	A	M	W	A	A	M	M	A	R
U	R	X	(J)	V	P	I	O	M	B	C	O	M	Y	A
C	G	E	E	O	A	H	G	E	A	N	E	R	E	F
C	O	L	B	Y	S	G	T	R	I	S	E	C	L	A
A	A	A	L	A	N	H	E	C	E	U	S	S	I	E
D	R	A	M	A	C	K	A	Y	B	R	I	K	R	L

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Adam, Adegoke, Alan, Alexis, Anders, Blake, Carringtons, Cecil, Colby, Cristal, Culhane, Dale, Drama, Elizabeth, Fallon, Flores, Gillies, Grant, Hollis, Issue, James, Jeff, Jones, Joseph, Josh, Kirby, Liam, Love, Mackay, Michael, Monica, Mother, Nicolette, Patrick, Rafael, Rich, Riley, Rise, Robert, Sallie, Sammy Jo, Savage, Sheridan, Show, Social, Steven, Tone
Yesterday's Answer: Pompoms

JANRIC CLASSIC SUDOKU

Fill in the blank cells using numbers 1 to 9. Each number can appear only once in each row, column and 3x3 block. Use logic and process elimination to solve the puzzle. The difficulty level ranges from Bronze (easiest) to Silver to Gold (hardest).

Rating: GOLD

Solution to 2/1/19

9			5		6	8		
	6							9
		5		4				7
	5	1			3			
	9			5			4	
			1			6	9	
7				6		2		
1								7
		3	2		8			6

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 - Evil eye power
 - Jealousy
 - Curse, etc...
 - Children/Family problems
 - Business
 - Health
 - Financial matter
 - Job
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Those among China's Generation Z are spending a lot more money than their parents and grandparents did at their age. NG HAN GUAN/AP

China's Generation Z teenagers spend more, but worry less than you

They are confident, carefree and spend more than \$7,000 a year on luxury goods before they turn 21.

Meet China's Generation Z. Spoiled by parents and grandparents for being the only child in their families, these youngsters are living it up compared to their cautious, conservative peers in the West, according to a new survey.

They are pumped up about the future, and not worried about their career prospects or international politics, notwithstanding a trade war at their doorsteps.

A study by research firm OC&C Strategy Consultants reveals marked differences in attitude and lifestyle among young Chinese adults.

The findings also help explain why the largest luxury brands are so dependent on continued splurging in Asia's biggest economy.

"This is a generation that has never known worry, so they spend more and save less," said Adam Xu, a partner at OC&C based in Shanghai.

China's Generation Z landed in an unusually sweet spot. Products of the country's one-child policy and its astronomic economic growth in the 1990s and 2000s, these children didn't have to share

while growing up and saw only an ever-rising wealth creation.

By contrast, their peers in the United States and Europe witnessed the 2008 financial crisis and its brutal aftermath, are graduating with historically high student debt, may not earn enough to afford a roof over their heads and are seemingly more politically conscious than in the past.

Chinese Generation Z accounts for 15 per cent of their household's spending in the survey compared with four per cent in the U.S. and the U.K. Although the vast majority are not yet drawing a salary, they're big on consumption.

Jasmine Wang, 22, admits to a weakness for perfumes.

The graduate student from Shanghai has 20 to 30 bottles of limited edition scents from brands such as Guerlain, Tom Ford and Chanel, which can cost more than 2,000 yuan (\$295) per bottle.

Besides a monthly allowance of 2,500 yuan from her parents, Wang says she has free use of their bank card and the so-called "red packets," or cash gifts, from grandparents on either side.

"I think that it's harder for families in the West because university fees are so expensive and they

usually have more than one kid," Wang said.

Her parents only had to pay 5,000 yuan per semester for her time at Fudan University, a Shanghai college that's one of China's top schools.

In a separate survey last year, the same research firm found more than half of Chinese Generation Z shoppers spent more than 50,000 yuan on luxury goods last year, compared to their stingier elders.

Only 32 per cent of millennials spent that much, compared to 34 per cent of Generation X.

The survey has uncovered two worrying trends.

Youngsters in China seem to be turning their back on a habit treasured by their elders, saving, endangering their nation's record of having one of the world's highest savings rates. And they are willing to take on debt in order to fund their purchases, according to Xu.

Wang says she tries to save but often spends more than what she set aside on Singles Day, an annual shopping festival invented by Alibaba Group Holdings Ltd. "Somehow I end up spending 20- or 30-per-cent more than what I planned."

Bloomberg

Toronto transit authority to slap Bombardier with financial penalties over late LRT car delivery

CHRISTOPHER REYNOLDS

MetroInx plans to impose financial penalties on Bombardier Inc. after the Quebec train maker delivered only half of a promised six vehicles for Toronto's Eglinton Crosstown LRT by the Friday deadline.

"Our contract clearly outlines financial penalties on Bombardier for delivering vehicles late. MetroInx will enforce the contract and the financial penalties will be applied," Phil Verster, chief executive of the provincial transportation agency, told The Canadian Press in a statement.

The Montreal-based company was supposed to supply the first six of 76 cars to a MetroInx facility by Feb. 1, according to a \$392-million contract signed in 2017.

"The three remaining LRT cars are expected "over the course of the next couple of weeks," Verster

said.

"While Bombardier's delivery times have improved, we are holding them to account, to protect the interests of riders and taxpayers."

A MetroInx spokesman declined to specify the financial penalties.

Bombardier, which declined to comment, told The Canadian Press on Jan. 25 it was expecting "four more cars to be delivered... over the next week or so," with two of the light-rail vehicles already delivered from its Kingston facility at that time.

Difficulties have plagued the vehicle order tied to the \$5.9-billion light rail line now under construction along and underneath Toronto's Eglinton Avenue, with legal battles leading to a reduced car order in 2017.

The initial contract from 2010 was for 182 cars at a price of \$770 million.

Last month, three large public

transit agencies opted to stop taking trains from the company until it fixes the ones already in service.

Swiss Federal Railways cited doors that don't close properly, putting the brakes on deliveries under its US\$1.9-billion contract for 62 trains.

The head of the New York City Transit Authority, Andy Byford — former CEO of the Toronto Transit Commission — halted subway car deliveries last week, citing HVAC software system defects and claiming "deja vu" over issues with Bombardier trains. Deliveries to New York resumed this week.

On Thursday, the French National Railway Company announced it would stop train car deliveries, pointing to an "unacceptable situation of non-quality" with some of the 32 trains it had received, adding that 42 were supposed to have arrived by the start of the year.

The Canadian Press

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February 4, 2019 5:48 AM BOE Report Staff



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Commodities Indices

Exhibit C – Sales and Information Package Addendum



Addendum to Sales and Information Package

Force Rentals Ltd. and 5604070 Manitoba Ltd. o/a Titan Production Testing

February 22, 2019

Deloitte Restructuring Inc.,
Receiver of Force Rentals Ltd. and 5604070 Manitoba Ltd.
360 Main Street
Suite 2300
Winnipeg, MB R3C 3Z3

Tel: 204-944-3586
Fax: 204-947-2689

Attention: John R. Fritz

Addendum to Sales and Information Package

Further to the Sales and Information Package dated January 29, 2019 (the “SIP”) distributed by Deloitte Restructuring Inc., in its capacity as Receiver (the “Receiver”) of Force Rentals Ltd. and 5604070 Manitoba Ltd. o/a Titan Production Testing (respectively “Force” and “Titan” or collectively the “Companies”) and not in its personal capacity, please find the following addendum to the SIP (the “Addendum”) which provides the following points of clarification:

Parcel 1 – Force equipment and inventory

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

Selected photographs for Parcel 1 amendments



Neo Enclosed Trailer



2007 Dodge Ram 3500
SLT Quad Cab
(keys missing)



2014 Ford F250 SD XLT
Crew Cab



1995 International 4900
Platform Picker Truck (keys missing)

Parcel 2 – Titan equipment and inventory

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

Selected photographs for Parcel 2 amendments



Flow Back Tank



Flow Back Tank



2000 Ford F150
Lariat Supercab



SCBA Pack



SCBA Pack

Parcel 4 – 128 Tiger Moth Road

Subsequent to the distribution of the SIP, the Receiver was advised by the Town of Virden (the “**Town**”) that 128 Tiger Moth Road (the “**Land**”) was the subject of a Re-Purchase Agreement (the “**Agreement**”) between the Town and 5604070 Manitoba Ltd. dated September 19, 2017.

The Receiver has discussed the Agreement with the Town and has identified the following modifications to the Land description as disclosed in the SIP:

1. Legal Description: Lot 2 Plan 63794 BLTO (located in SW ¼ 35-10-26 WPM); and
2. Frontage or Area: 2.23 acres

In addition, the Town has agreed to allow the Land to be sold by the Receiver, subject to any purchaser (a “**Purchaser**”) entering into an agreement with the Town. Provisions of this agreement, as between the Purchaser and the Town, will include the following eight (8) conditions:

1. The Purchaser agrees to construct a commercial building of at least 3,000 square feet on the said Land.
2. The Purchaser shall obtain an approved Development Permit from the Town of Virden, enter into a development agreement with the Town of Virden and apply to the appropriate authorities for a building permit with a full set of engineered plans for said commercial building.
3. The Purchaser acknowledges that it is their responsibility to determine which building permits, development permits, by-laws, regulations, building and safety codes, and restrictions affecting the Land and the development are relevant and applicable for the purposes of this Agreement and it is their responsibility to read, gain understanding of and act in full accordance with the same.
4. The Purchaser agrees to complete the construction of said commercial building within twenty-four (24) months from the possession date. Completion of the commercial building shall be defined as:
 - a. Erection of the principal building, the establishment of the principal use, permitted occupancy and completed site grading to the satisfaction of the Town of Virden’s Development Officer.
 - b. The principal building shall be substantially completed subject only to minor deficiencies or seasonal work in the opinion of the Town of Virden’s Development Officer.
5. The Purchaser agrees to obtain a Building Permit and apply for a Permitted Use or Conditionally Permitted Use for Heavy Industrial on the Land within six (6) months of the Possession Date.
6. The Purchaser agrees to provide the Town of Virden with a letter from a *bona fide* contractor confirming that a contract for the project is in place and a letter from the Purchaser’s financial institution confirming that all required financing for the construction are in place prior to the commencement of any construction. Commencement of construction is defined as:
 - a. Completion of any one or more of the following actions:
 - i. Basement foundation excavated, constructed and backfilled;
 - ii. Cement pad for building construction without a basement, poured.

- b. Completion of any one or more of the following actions shall not be deemed sufficient to constitute commencement of construction:
 - i. Scraping of surface of property;
 - ii. Clearing of trees or bushes;
 - iii. Construction of and completion of a building that is not meant to be the business occupied portion of the property.
7. The Purchaser acknowledges that this property was made available by the Town of Virden for the primary purpose of generating taxable assessment within the municipality. The terms of this agreement are for purpose of achieving that purpose. Based on that purpose the Purchaser acknowledges and agrees that in the event the Purchaser does not complete the commercial building as defined in this offer then the Purchaser shall pay to the Town of Virden the sum of eight thousand (\$8,000.00) dollars per year. The said amount shall be due and owing on the first day following the twenty-four (24) months from the possession date. Said sum shall bear interest and penalties at a rate equivalent to the rates in use by the Town for delinquent property taxes.
8. Any subsequent sale by the Purchaser shall be subject to the same terms and conditions as outlined herein with no extension of the dates by which the conditions shall be met.

This Addendum is intended to be read in conjunction with the SIP and is subject to all of the terms and conditions included therein.

As outlined in the SIP, the offer deadline is 5:00 p.m. CST on Thursday, February 28, 2019.

Should you have any questions, please contact John Fritz by phone (204)944-3586 or by email at jofritz@deloitte.ca.

DATED at Winnipeg, Manitoba this 22nd day of February, 2019.

DELOITTE RESTRUCTURING INC.,

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

360 Main Street
Suite 2300
Winnipeg, MB R3C 3Z3

Tel: 204-944-3586
Fax: 204-947-2689



www.deloitte.ca

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Exhibit D – Land Purchase Agreement

OFFER TO PURCHASE

VENDOR: Town of Virden

PURCHASER: 5604070 Manitoba Ltd.

Prepared by: McNEILL HARASYMCHUK McCONNELL,
Barristers and Solicitors,
243 Raglan Street West,
P.O. Box 520,
Virden, Manitoba. ROM 2CO
Phone: 748-1220; Fax: 748-3007
File No. JAB52815a/b

OFFER TO PURCHASE

TO: TOWN OF VIRDEN

ADDRESS: Box 310
Virden, MB
R0M 2C0

PHONE NO. : (204)748-2440
G.S.T. NO. :

HEREINAFTER CALLED THE "VENDOR"

I/WE: 5604070 Manitoba Ltd.

ADDRESS: Box 2620
Virden, MB
R0M 2C0

PHONE NO.: (204) 748-6373
G.S.T. NO. :

HEREINAFTER CALLED THE "PURCHASER"

hereby offer to purchase from you, the Vendor, all your interest in the following lands, premises, goods and chattels:

LOT 2 BLOCK 3 PLAN 53540 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
(hereinafter known as the "Land")

Free from all encumbrances, easements and encroachments by adjoining structures, except for:

- (i) Any mortgage herein agreed to be assumed as part of the purchase price.
- (ii) Any building restriction caveat with which the property complies.
- (iii) Any Easement, the existence of which is apparent on inspection of the property.
- (iv) Any Public Utility Caveat protecting a Right-of-Way for a service to which the premises are connected.
- (v) Any Petroleum and Natural Gas Lease, Pipeline Right-of-Way, and surface leases and flow line and power line rights of way.
- (vi) Tenants:
- (vii) Other: Any Caveat as required as a condition of this offer.

subject to all structures on the said land complying with all applicable building and zoning restrictions and not encroaching beyond the limits of the said land or on any Public Utility Right-of-Way, except for: None.

AT AND FOR THE PURCHASE PRICE OF SIXTY-TWO THOUSAND DOLLARS in lawful money of Canada.

Payable at Virden, Manitoba, as follows:

- | | |
|---|-------------|
| 1. A deposit of | \$5,000.00 |
| 2. By new mortgage proceeds | \$57,000.00 |
| 3. By assumption of mortgage | \$ |
| 4. Other | \$ |
| 5. The balance of
Dollars, more or less, depending on the
Statement of Adjustments, on or before
the closing date. | \$ |

CLOSING DATE shall be on the 1st day of January, 2018.

VACANT POSSESSION of the aforesaid Land shall be given on the 1st day of January, 2018.

THE DATE FOR ADJUSTMENT of taxes (including local improvements) shall be on the 1st day of January, 2018, and all other adjustments shall be the 1st day of January, 2018.

ACCEPTANCE:

THIS OFFER IS OPEN FOR ACCEPTANCE UNTIL THE 13th DAY OF SEPTEMBER, 2017.

OTHER CONDITIONS:

This Offer is subject to the Purchaser satisfying itself as to the following:

1. The Vendor agrees to subdivide the Land in two equal parcels with a frontage of 59.7125 meters each, fronting on Tiger Moth Road.
2. The Purchaser agrees to sell the northerly parcel back to the Vendor after the subdivision is complete for the purchase price of THIRTY THOUSAND (\$30,000.00) DOLLARS.
3. The Vendor shall bear all costs for the subdivision and transfer back to the Vendor of the northerly parcel.
4. Once the required deposit has been submitted and this offer to purchase executed, the Vendor may give permission to the Purchaser to store equipment on the property. Upon storing of equipment on the Property, the Purchaser thereby agrees to indemnify the Vendor against all liabilities, costs, fines, suits, claims, demands and actions, and causes of action of any kind for which the Vendor may be considered or become liable for by reason of the Purchaser taking early possession of the Property.

5. The Purchaser must carry insurance for any asset which they may store on the Land prior to storing such equipment on the Land.
6. If this offer to purchase is not completed, any equipment must be removed from the Land and the Land restored to its original condition at the Purchaser's cost within 30 days of notification from the Vendor.
7. The Purchaser agrees to construct a commercial building of at least 3,000 square feet on the southerly half of the said Land.
8. The Purchaser shall obtain an approved Development Permit from the Vendor, enter into a development agreement with the Vendor and apply to the appropriate authorities for a building permit with a full set of engineered plans for said commercial building.
9. The Purchaser agrees to complete the construction of said commercial building within twenty-four (24) months from the possession date. Completion of the commercial building shall be defined as:
 - a. Erection of the principal building, the establishment of the principal use, permitted occupancy and completed site grading to the satisfaction of the Vendor's Development Officer.
 - b. The principal building shall be substantially completed subject only to minor deficiencies or seasonal work in the opinion of the Vendor's Development Officer.
10. The Purchaser agrees to obtain a Building Permit and apply for a Permitted Use or Conditionally Permitted Use for Heavy Industrial on the Land within six (6) months of the Possession Date.
11. The Purchaser agrees to provide the Vendor with a letter from a *bona fide* contractor confirming that a contract for the project is in place and a letter from the Purchaser's financial institution confirming that all required financing for the construction are in place prior to the commencement of any construction. Commencement of construction is defined as:
 - a. Completion of any one or more of the following actions:
 - i. Basement foundation excavated, constructed and backfilled;
 - ii. Cement pad for building construction without a basement, poured.
 - b. Completion of any one or more of the following actions shall not be deemed sufficient to constitute commencement of construction:

- i. Scraping of surface of property;
 - ii. Clearing of trees or bushes;
 - iii. Construction of and completion of a building that is not meant to be the business occupied portion of the property.
12. The Purchaser agrees to execute a transfer back to the Vendor at the Closing Date and provide same to the Vendor's solicitor to be used only if the Purchaser had not satisfied the conditions set out in this offer. Should any dispute arise as to whether the Vendor is entitled to use of the transfer back, the Council for the Vendor may appoint a single arbitrator to whom all questions of fact shall be referred for determination. The decisions of the arbitrator shall be final and binding. Except as provided herein, the provisions of *The Arbitration Act* of Manitoba shall apply.
13. If the Vendor registers the transfer back, the Purchaser agrees to refund the Vendor for any expenses incurred by the Vendor in clearing and restoring the property into its original condition, including all costs necessary to remove any foundations or debris or other materials or replacement of asphalt, the cost of registering the transfer back in the name of the Vendor and any legal costs or expenses paid by the Vendor to its solicitors to enforce their rights under this Agreement.

The Vendor and Purchaser agree as follows:

1. DEVELOPMENT REQUIREMENT:

The Purchaser acknowledges that the Land is only being sold to the Purchaser for the purpose of constructing a commercial building thereon as outlined in the conditions of this offer.

The Purchaser acknowledges that it is his responsibility to determine which building permits, development permits, by-laws, regulations, building and safety codes, and restrictions affecting the Land and the development are relevant and applicable for the purposes of this Agreement and it is his responsibility to read, gain understanding of and act in full accordance with the same.

2. LOT CONDITION:

The purchase price is for the Land only, in an as is condition and the Vendor makes no warranty or representation as to the suitability of the Land for the Purchaser's purposes, nor with any respect to any soil conditions or other geotechnical considerations or services available to the Land.

The Purchaser further acknowledges that the Purchaser has inspected the Land and is aware of all physical and legal aspects pertaining to the Land.

If additional municipal water and/or sanitary sewer are required, a service connection fee will be required and the Land may be subject to a local improvement tax in regards to the installation of such services.

3. DEPOSIT

If the Purchaser either satisfies or waives all conditions, the deposit shall be paid to the Vendor as part of the purchase price.

Should the Purchaser fail to carry out the obligations of the purchase under this contract, the Vendor may cancel this contract, the deposit shall be forfeited to the Vendor and the Vendor may pursue whatever other remedy the Vendor may have at law.

If the Purchaser is not able to obtain an approved Development Permit for its intended development, the deposit shall be forfeited to the Vendor.

4. TRANSFER OF TITLE

This Agreement is subject to the Purchaser receiving a good and registerable Transfer from the Vendor on or before the closing date which, upon registration in the appropriate Land Titles Office, will vest clear title to the Purchaser, subject only to those encumbrances above set forth.

It shall be the responsibility of the Purchaser to determine exact location and restrictions applying to such Public Utility Caveats protecting a Right-of-Way for a service to which the premises are connected.

The Purchaser agrees that is shall not sell, transfer or lease the Land to any third party without first providing the Vendor with the opportunity to repurchase the Land for the purchase price paid by Purchaser as set out in this offer.

If the Vendor exercises their right to transfer the Land back to the Vendor, all improvements erected on the Land shall become the property of the Vendor and the Vendor shall not have any obligation to compensate the Purchaser for them.

5. INSURANCE

The Vendor is not bound to transfer any insurance policy nor is the Purchaser bound to assume any insurance policy.

6. SEVERABLE

It is agreed that the terms of this contract are severable and shall survive the closing date.

7. CONTRACT

Once accepted, this Offer is a legally binding contract and is binding upon the parties hereto, their heirs, successors, executors, administrators and assigns.

This Agreement contains the entire agreement between the parties and cannot be modified without the written approval of both parties.

Nothing contained herein shall preclude the Vendor from resorting to any remedy provided by law in respect to any breach herein or any right, interest or claim of the Vendor hereunder.

8. TIME

Time is of the essence in this agreement.

9. LATE PAYMENT

If any part of the purchase price is paid after the closing date, that amount shall bear interest payable to the Vendor at the Purchaser's mortgage rate if the Purchaser has a mortgage or, if there is no mortgage, at the current bank prime rate plus two per cent.

10. G.S.T

The Purchaser agrees to pay the Goods and Services Tax on the full purchase price.

11. ASSIGNMENT

The Purchaser shall not be entitled to assign the Agreement, either in whole or in part, without prior consent from the Vendor.

12. WAIVER

Any waiver of any term of this Agreement in any instance shall not be deemed to be a general waiver of any other terms of this Agreement.

WITNESS my hand and seal this 14 day of September, 2017.

SIGNED, SEALED AND DELIVERED)
in the presence of:)
Kyle [Signature])

Witness

5604070 Manitoba Ltd.

[Signature]
Per: Aaron Rookes

Name of Purchaser's solicitor: _____

We the within named Vendor hereby ACCEPT the foregoing Offer to Purchase, and agree to abide by and fulfill the terms and conditions thereof.

WITNESS our hands and seals this 19th day of September, 2017.

SIGNED, SEALED AND DELIVERED)
in the presence of:)

For the Town of Virden

Mayor

[Signature]

Chief Administrative Officer

Witness

Name of Vendor's Solicitor: Anique Badiou

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
7-Jan-19	8000358625	\$ 41,288	\$ 720	\$ 2,100	\$ 44,108	114.3
8-Feb-19	8000408251	43,545	1,275	2,241	47,061	126.2
4-Mar-19	8000445021	22,025	867	1,145	24,037	65.4
Total		\$ 106,858	\$ 2,862	\$ 5,486	\$ 115,205	305.9



Invoice 8000358625

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: January 07, 2019
Client No.: 1136959
WBS#: ROY00208
Engagement 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 December 5, 2018 to December 31, 2018:

B. Warga - Partner (29.1 hrs) - \$14,550.00
J. Fritz - Senior Manager (44.7 hrs) - \$16,762.50
T. Dew - Senior Associate (39.5 hrs) \$9,875.00
R. Brown - Technician (1.0 hrs) \$100.00
Total (114.30 hrs)

GST applicable 41,287.50

Expense

Travel

GST applicable 719.90

Sales Tax

GST at 5.00% 2,100.37

Total Amount Due (CAD) 44,107.77

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: 8000358625

Date	Name	Hours	Total	Description
12/5/2018	Warga, Brent	4.3	\$ 2,150.00	Review of motion materials; edits to Draft Order; review of various e-mail correspondence to and from M. Dow; review of revised pleadings; file acceptance matters.
12/6/2018	Warga, Brent	0.8	400.00	Review of various e-mail correspondence to/from M. Dow.
12/11/2018	Warga, Brent	0.5	250.00	Review of various e-mail correspondence to/from M. Dow.
12/12/2018	Warga, Brent	1.9	950.00	Call with M. Dow and G. Fry; review of Force/Titan financial reporting.
12/18/2018	Warga, Brent	1.8	900.00	Calls with M. Dow; discussions with J. Fritz re: hearing; research re: Receivership Orders.
12/19/2018	Warga, Brent	2.2	1,100.00	Various calls and e-mail correspondence with M. Dow re: Order and hearing; review of e-mail correspondence re: refinancing offer from Force.
12/20/2018	Fritz, John	1.8	675.00	Review of Order; correspondence with Counsel to RBC; discussions with B. Warga, site attendance logistics.
12/20/2018	Warga, Brent	4.1	2,050.00	Calls with M. Dow; call with M. Dow and CRA; call with R. Schwartz (Titan counsel); various e-mail correspondence with M. Dow and G. Fry; call with P. Casey re: risk and priming of Receiver; e-mail correspondence with risk re: Receivership Order.
12/21/2018	Brown, Rose	0.7	70.00	Preparation of website.
12/21/2018	Dew, Todd	17.0	4,250.00	Attendance in Virden for possession of equipment, inventorying equipment, changing locks, retrieval of paper and computer records, meet with employee and owner of the Companies, etc.
12/21/2018	Fritz, John	17.0	6,375.00	Travel to Virden and day one procedures.
12/21/2018	Warga, Brent	6.3	3,150.00	Revisions to draft Order; call with CRA; call with RBC; calls with M. Dow; calls with internal risk; attendance at Court Hearing; calls with J. Fritz; drafting of website posting; engagement of legal counsel.
12/22/2018	Fritz, John	0.9	337.50	Completion of day one procedures.
12/24/2018	Dew, Todd	5.5	1,375.00	Drafting of Force Rentals Equipment listing; opening of new bank account; drafting of payable listings.
12/24/2018	Fritz, John	2.0	750.00	Insurance calls and review of policies; creditor and employee calls.
12/26/2018	Fritz, John	1.0	375.00	Physical asset review and security procedures.
12/27/2018	Dew, Todd	6.0	1,500.00	Format creditor list; opening of bank account; compilation of employee information; discussion with J. Fritz and bookkeeper for Titan; daily file administration.
12/27/2018	Fritz, John	7.0	2,625.00	Drafting of accounts receivable correspondence; asset list compilation; addressing creditor enquiries; correspondence with principals; drafting of notice.
12/27/2018	Warga, Brent	1.8	900.00	Review of Notice and Statement of the Receiver; call with J. Fritz re: file matters; call with MLT Aikins re: Order.
12/27/2018	Dew, Todd	2.0	500.00	Format creditor list; compilation of employee information for WEPP; disc with J. Fritz re: file matters; daily file administration.
12/28/2018	Dew, Todd	6.0	1,500.00	Prepare mailing to creditors; format equipment listing; mail re-direction; daily file administration.
12/28/2018	Fritz, John	7.0	2,625.00	Accounts receivable correspondence; asset list compilation; creditor enquiries; correspondence with principals; finalization of Notice and Statement of the Receiver.
12/28/2018	Warga, Brent	1.2	600.00	Review of creditor notices; file matters with J. Fritz and T. Dew.
12/28/2018	Dew, Todd	3.0	750.00	Prepare mailing to creditors; format equipment listing; mail re-direction; daily file administration
12/30/2018	Warga, Brent	1.3	650.00	Drafting of First Report of the Receiver.
12/31/2018	Brown, Rose	0.3	30.00	Update website page with documents.
12/31/2018	Fritz, John	8.0	3,000.00	Correspondence with Management and staff; mailing of creditor packages and addressing enquiries; correspondence with RBC; asset inventory compilation and provision to Management for review.
12/31/2018	Warga, Brent	2.9	1,450.00	Drafting of First Report.
Total		114.3	\$ 41,287.50	



Invoice 8000408251

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: February 08, 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 January 1, 2019 to February 5, 2019:

B. Warga - Partner (16.4 hrs) - \$8,200.00
B. Taylor - Partner (1.0 hrs) - \$500.00
J. Fritz - Senior Manager (62.0 hrs) - \$23,250.00
T. Dew - Senior Associate (46.1 hrs) \$11,525.00
R. Brown - Technician (0.7 hrs) \$70.00
Total (126.2 hrs) - \$43,545.00

GST applicable 43,545.00

Expense

Locksmith - \$464.77
Mail Redirection - \$506.71
Travel - \$303.29

GST applicable 1,274.77

Sales Tax

GST at 5.00% 2,240.99

Total Amount Due (CAD) 47,060.76

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: 8000408251

Date	Name	Hours	Total	Description
1/1/2019	Dew, Todd	2.0	\$ 500.00	Format creditor list; banking; compilation of employee information; discussions with J. Fritz and bookkeeper for Titan; daily file administration.
1/2/2019	Dew, Todd	3.0	750.00	Prepare mailing to creditors; format equipment listing; mail re-direction; daily file administration.
1/2/2019	Dew, Todd	2.4	600.00	Prepare WEPPA documents; telephone calls with Hayley from Titan re: T4 Summary's, wage arrears, and submission of T4's and ROE's to Service Canada.
1/2/2019	Fritz, John	3.8	1,425.00	Correspondence with former accountant and Management of Force/Titan re: asset locations, employee records, accounts receivable, insurance.
1/2/2019	Warga, Brent	0.6	300.00	Discussions with J. Fritz re: file matters.
1/2/2019	Dew, Todd	1.2	300.00	Leegals Title Searches for J. Fritz; print T4's and prep for mailing.
1/3/2019	Dew, Todd	2.0	500.00	Prepare WEPPA documents; review letter to employees with J. Fritz; telephone calls to employees; review various emails; email to MB Hydro re: new utility accounts.
1/3/2019	Fritz, John	4.4	1,650.00	Review of WEPPA materials with T. Dew; review of First Report; discussions with Management re: equipment; compilation of equipment listing.
1/3/2019	Warga, Brent	2.4	1,200.00	Updates to First Report; call with M. Dow re: file update; call with former employee; e-mail correspondence with G. Fry re: borrowing certificate.
1/3/2019	Dew, Todd	1.5	375.00	Request for QuickBooks 2019; test QuickBooks backup of Titan/Force files.
1/4/2019	Fritz, John	5.9	2,212.50	Offsite equipment tracking; appraisal review and comparison of values identified by Management; various insurance correspondence and compilation of equipment list to extend coverage over Force's assets; provision of service details to legal counsel, creditor enquiries.
1/4/2019	Warga, Brent	1.8	900.00	E-mail correspondence with G. Fry, R. Schwartz, and M. Dow; compilation of costs to-date; discussions with J. Fritz re: equipment listings.
1/4/2019	Dew, Todd	1.0	250.00	Telephone calls to RBC re: deposit of funds to bank account; inquire about RBC Express online viewing of accounts.
1/5/2019	Fritz, John	1.5	562.50	Review of First Report of the Receiver.
1/5/2019	Warga, Brent	0.8	400.00	Updates to First Report.
1/7/2019	Fritz, John	2.1	787.50	Finalization of First Report for service; correspondence with insurers, creditor enquiries.
1/7/2019	Warga, Brent	0.7	350.00	Finalization of First Report.
1/7/2019	Taylor, Robert	0.5	250.00	QAR report.
1/7/2019	Dew, Todd	1.5	375.00	Review of WEPPA wage claims; email to Hayley to verify wage claims; telephone call to RBC re: verification of Receiver funds being deposited; email to Hayley re: submission of T4's and ROE's to CRA and Service Canada.
1/8/2019	Brown, Rose	0.4	40.00	Update website.
1/8/2019	Fritz, John	1.4	525.00	Insurance correspondence; creditor enquiries; employee correspondence revisions.
1/8/2019	Warga, Brent	0.5	250.00	Correspondence with R. Schwartz re: refinancing; various file matters.
1/8/2019	Dew, Todd	1.0	250.00	Telephone inquiries to RBC re: account balance; emails from Hayley re: payroll, T4 and ROE questions and incoming bills.
1/9/2019	Dew, Todd	0.4	100.00	Wage payment letters; cheques and envelope preparation.
1/9/2019	Fritz, John	3.9	1,462.50	Lesterson Energy billing review; finalize WEPPA correspondence; correspondence to counsel for the Respondents; correspondence to counsel to the Applicants, creditor enquiries; equipment enquiries and correspondence to third parties in possession of equipment; correspondence with CRA.
1/9/2019	Warga, Brent	1.4	700.00	Preparation for Court hearing; call with MLT Aikins re: hearing.; attendance at hearing; discussions with Force director and capital raise agent.
1/9/2019	Dew, Todd	1.0	250.00	Scan, save and mail WEPP claims to employees.
1/10/2019	Dew, Todd	1.0	250.00	Title search; open and sort mail; payables processing; employee letters and cheques for wages.
1/10/2019	Fritz, John	3.5	1,312.50	Insurance correspondence with MPI and broker; correspondence with potential purchaser, Management, and Counsel re: sale of assets under Receivership; correspondence with Management re: missing equipment; correspondence with parties holding assets.
1/10/2019	Warga, Brent	0.7	350.00	Review of various e-mail correspondence and discussions with J. Fritz re: file matters.
1/11/2019	Dew, Todd	0.2	50.00	Complete EFT registration form from Corex Resources.
1/11/2019	Fritz, John	3.3	1,237.50	Former employee cheques and correspondence; creditor enquiries, a/r calls and correspondence; CRA correspondence review and forward to former accountant; insurance correspondence; Management correspondence re: asset locations.
1/14/2019	Dew, Todd	0.4	100.00	Telephone call to Chris Price re: employee; open WEPP file online for employee claims; letter to CRA re: payroll and GST accounts.
1/14/2019	Fritz, John	3.3	1,237.50	Drafting of sales and information package; insurance and creditor correspondence.
1/14/2019	Warga, Brent	0.3	150.00	Discussion with J. Fritz re: file matters.
1/15/2019	Dew, Todd	1.3	325.00	Telephone calls to employees re: WEPP claims; telephone calls to interested parties re: assets; enter WEPP claims with Service Canada; email T4 Summaries to WCB Manitoba.
1/15/2019	Fritz, John	2.5	937.50	Enquiries regarding offsite equipment and with parties interested in completing pending asset sales; insurance correspondence with MPI.
1/15/2019	Dew, Todd	1.0	250.00	Telephone calls and emails re: online banking access; review emails; open mail.
1/16/2019	Dew, Todd	1.0	250.00	Format interested parties list for sales package.
1/16/2019	Fritz, John	1.1	412.50	Direction to T. Dew re: Sales Process; insurance items; equipment tracking.
1/16/2019	Warga, Brent	0.5	250.00	Summarization of debt obligations for R. Schwartz; e-mail correspondence re: same.
1/17/2019	Dew, Todd	2.0	500.00	Review and prepare sales package.
1/17/2019	Fritz, John	2.6	975.00	Direction to T. Dew re: Sales Process; edits to Sales and Information package.
1/17/2019	Warga, Brent	0.4	200.00	Review of various e-mail correspondence.
1/18/2019	Fritz, John	2.0	750.00	Sales and information package revisions; arrangements to secure boiler; review of contract staff hours.
1/19/2019	Fritz, John	0.6	225.00	Finalize parcel descriptions and photographs for Sale Package; correspondence to directors.
1/21/2019	Dew, Todd	0.5	125.00	Banking and deposit processing; update a/r collections; telephone call from CRA re: GST and Payroll audits; fax from CRA; review payroll audit request.
1/21/2019	Fritz, John	0.8	300.00	Equipment and creditor enquiries.
1/21/2019	Warga, Brent	1.1	550.00	Call with interested equipment purchaser; call with MLT Aikins; discussions of file matters with J. Fritz.
1/21/2019	Dew, Todd	1.0	250.00	Telephone calls to auctioneers re sales package.

FORCE RENTALS LTD. AND 5040670 MANITOBA LTD.
RECEIVERSHIP TIME SUMMARY
INVOICE NO: 8000408251

Date	Name	Hours	Total	Description
1/22/2019	Dew, Todd	0.5	125.00	Telephone call to Corex and Corval re: outstanding a/r accounts; email to Hayley re: CRA GST and Payroll audit; review various emails; telephone call from CRA re: outstanding GST returns.
1/22/2019	Fritz, John	0.9	337.50	Follow-up with Management re: asset listings; creditor items and direction to T. Dew re: asset marketing and a/r.
1/22/2019	Warga, Brent	1.3	650.00	Review and edits to Sales Package.
1/22/2019	Dew, Todd	1.0	250.00	Telephone calls to auctioneers re: sales package.
1/23/2019	Dew, Todd	0.5	125.00	Emails and phone calls to MB and SK PST re: outstanding returns.
1/23/2019	Fritz, John	2.0	750.00	Telephone correspondence with Management re: asset lists; site visit arrangements; revisions to Sales and Information Package and distribution to Receiver's Counsel and internal review.
1/23/2019	Taylor, Robert	0.5	250.00	QAR of Sales Package.
1/23/2019	Dew, Todd	2.0	500.00	Phone calls to interested parties re: tender package.
1/24/2019	Dew, Todd	0.2	50.00	Bank deposit.
1/24/2019	Fritz, John	2.0	750.00	A/R direction to T. Dew; correspondence to Management re: Sales and Information package; contact with parties with equipment; review and calculation of potential equity of equipment under mechanic lien; correspondence with legal counsel.
1/24/2019	Warga, Brent	1.6	800.00	Review of various e-mail correspondence; e-mail to MLT; review of sales package.
1/24/2019	Dew, Todd	2.0	500.00	Phone calls to interested parties re: tender package
1/25/2019	Dew, Todd	0.5	125.00	Phone calls to interested parties re: tender package
1/28/2019	Fritz, John	3.3	1,237.50	Finalize Sales and Information Package; correspondence to former Force directors; call with T. Hayward re: access to Force's yard; insurance correspondence.
1/28/2019	Warga, Brent	1.1	550.00	Discussions with J. Fritz re: file matters; call with MLT Aikins re: Court hearing; draft e-mail to interested party; review of advertisements.
1/28/2019	Dew, Todd	2.0	500.00	Telephone calls to interested parties; emails to Hayley re: MB PST for Force 4th quarter, sub-contractor earnings, and CRA audit; telephone call and email to Todd Gerring re: copy of rental agreement.
1/28/2019	Fritz, John	2.2	825.00	Pursuit of offsite equipment; invoicing for offsite rental; direction to T. Dew.
1/29/2019	Fritz, John	3.0	1,125.00	Correspondence with directors re: a/r; direction to T. Dew re: interested parties; distribution of sales and information package; advertising of sales and information package.
1/29/2019	Warga, Brent	1.2	600.00	Review of e-mail correspondence; various file matters with J. Fritz and T. Dew.
1/29/2019	Dew, Todd	3.0	750.00	Email Sales Package to interested parties and auctioneers; telephone calls to interested parties; telephone and emails to BOE Advertising.
1/30/2019	Brown, Rose	0.3	30.00	Update Website page with additional text.
1/30/2019	Fritz, John	1.2	450.00	Discussions with interested parties; distribution of Sales and Information Packages; direction to T. Dew.
1/30/2019	Dew, Todd	1.5	375.00	Advertising for Sales Package; emails and phone calls re: advertising; fax to Teranet re: secured asset sale; email Notice of Receiver to Telus; telephone call to CRA and Hayley re: CRA Audit; various emails and telephone calls re: file matters.
1/30/2019	Fritz, John	0.7	262.50	Equipment follow-up.
1/31/2019	Fritz, John	3.5	1,312.50	Coordinating HVAC issues with office building; correspondence with directors and MPI re: unregistered operation of vehicle; interested party enquiries; direction to T. Dew.
1/31/2019	Dew, Todd	1.5	375.00	Telephone calls and email packages.
1/31/2019	Fritz, John	0.5	187.50	Invoice revisions for Corex; equipment correspondence.
2/1/2019	Dew, Todd	2.5	625.00	Telephone calls and email packages; appointments for viewing of assets; telephone call to Hayley re: heat and water; review CRA audit documents received from Hayley; discussions with J. Fritz re: water bills.
2/4/2019	Dew, Todd	2.0	500.00	Email packages; update tracking spreadsheet; telephone call to Virden Towing; telephone call with Ritchie Bros re: appointment for viewing of assets; telephone call to Todd Hayward re: visits to Force yard site.
2/5/2019	Dew, Todd	1.5	375.00	Send packages to interested parties; telephone calls to confirm appointments for viewing of assets; telephone call to Les Coulter re: Dodge Ram truck; email and call to Todd Hayward re: outstanding issues and advise of Force yard site visit.
Total		126.2	\$ 43,545.00	



Invoice 8000445021

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: March 04, 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 6, 2019 to February 27, 2019:

B. Warga - Partner (13.5 hrs) - \$6,750.00
J. Fritz - Senior Manager (18.4 hrs) - \$6,900.00
T. Dew - Senior Associate (33.5 hrs) \$8,375.00
Total (65.4 hrs) - \$22,025.00

GST applicable 22,025.00

Expense

Travel - \$836.75
Packaging Suppliers - \$30.41

GST applicable 867.16

Sales Tax

GST at 5.00% 1,144.61

Total Amount Due (CAD) 24,036.77

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: 8000445021

Date	Name	Hours	Total	Description
2/5/2019	Fritz, John	0.9	337.50	Direction to T. Dew re: assets and site visit.
2/6/2019	Dew, Todd	10.0	2,500.00	Travel to/from Virden; asset viewings; packing of records; call and meeting with R. Hayward; meeting with Hayley at Virden office; calls with tow truck operator re: possession of equipment.
2/6/2019	Fritz, John	2.6	975.00	Direction to T. Dew re: onsite items; pursuit of offsite equipment.
2/8/2019	Fritz, John	1.8	675.00	Review and correspondence with Town of Virden re: Land agreement; direction to T. Dew re: Addendum and onsite visit; calls with interested parties.
2/8/2019	Warga, Brent	0.5	250.00	Various file matters with J. Fritz.
2/8/2019	Dew, Todd	2.0	500.00	Send packages to interested parties; calls to and from interested parties re: viewings; review various emails; discussions with J. Fritz re: Addendum to sales package; bank reconciliation.
2/9/2019	Fritz, John	0.6	225.00	Correspondence to Management and third-parties re: location and status of offsite equipment and receivables.
2/11/2019	Warga, Brent	1.1	550.00	E-mail correspondence to G. Fry re: Receivership proceedings; discussions with J. Fritz re: file matters.
2/11/2019	Dew, Todd	3.0	750.00	Force accounts receivable letters; meeting with CRA for trust audit; WEPPA submissions; various e-mail correspondence.
2/11/2019	Fritz, John	2.2	825.00	Offsite equipment follow-up; direction to T. Dew re: site visits.
2/12/2019	Fritz, John	2.7	1,012.50	Accounts receivable correspondence; correspondence to principal of Force; correspondence to counsel re: Town of Virden's agreement re: 128 Tiger Moth Road; follow-up on Interested party requests; direction to T. Dew.
2/12/2019	Warga, Brent	1.0	500.00	Drafting of Second Report; discussion with J. Fritz re: file matters.
2/12/2019	Dew, Todd	4.0	1,000.00	Attend premises for asset viewings; meet with Ritchie Bros and Mark Manser; calls with T. Hayward re: assets and keys; calls with Virden Towing re: move vehicles to Titan Yard.
2/13/2019	Fritz, John	0.9	337.50	Calls and correspondence with the Town and legal counsel re: Town of Virden Land agreement issue.
2/13/2019	Dew, Todd	3.0	750.00	Attend premises for asset viewings; meet with Century Services and Ritchie Bros; calls with T. Hayward re: assets and keys; calls with Virden Towing re: move vehicles to Titan Yard; attend at 165 Queen Street to check on heat and repairs.
2/14/2019	Dew, Todd	3.0	750.00	Prepare Addendum to sales package; payables processing; review various emails; calls from and to interested parties; call and email to Town of Virden re: outstanding taxes and water bills.
2/15/2019	Fritz, John	0.4	150.00	Discussion with legal counsel re: Town of Virden's claim to land.
2/15/2019	Fritz, John	1.2	450.00	Direction to T. Dew re: Addendum and offsite equipment.
2/19/2019	Warga, Brent	1.1	550.00	Review of various e-mail correspondence; discussions with J. Fritz re: file matters; call with RBC; call with MLT Aikins.
2/19/2019	Dew, Todd	2.0	500.00	Meet with McDougall Auctions in Virden for viewing of the assets.
2/20/2019	Warga, Brent	1.0	500.00	Review of SIP Addendum; discussions with T. Dew re: file matters; discussions with J. Fritz re: file matters.
2/20/2019	Dew, Todd	2.0	500.00	Draft Addendum to the Sales and Information Package; banking and deposit; payables processing.
2/21/2019	Fritz, John	2.0	750.00	Various calls and correspondence with the Town of Virden, Counsel to the Town, and Counsel to the Receiver.
2/21/2019	Warga, Brent	1.0	500.00	Various calls re: status of Tiger Moth Road Land and inclusion in the SIP.
2/21/2019	Dew, Todd	1.5	375.00	Call to Angie re: CRA audit, outstanding GST returns, and outstanding payroll amounts; email to Hayley requesting GST information to file outstanding GST returns for Force and Titan; file Receiver GST returns.
2/22/2019	Fritz, John	1.5	562.50	Addendum revisions; correspondence with Counsel re: Town of Virden and land agreement; revisions to Addendum and email for distribution of same.
2/22/2019	Warga, Brent	1.9	950.00	Updates to SIP Addendum; various file matters with T. Dew; updates to R&D.
2/22/2019	Dew, Todd	3.0	750.00	Various emails; calls to and from interested parties; emails and calls re: collection of assets; sending out addendum to the SIP; email to Canada Life re: life insurance statements.
2/25/2019	Fritz, John	0.5	187.50	Direction to T. Dew re: sales process.
2/25/2019	Warga, Brent	2.8	1,400.00	Drafting of Second Report.
2/26/2019	Fritz, John	0.5	187.50	Interested party enquiries; T. Dew direction.
2/26/2019	Warga, Brent	3.1	1,550.00	Drafting of Second Report and Second Confidential Report.
2/27/2019	Fritz, John	0.6	225.00	Fabtech equipment correspondence; correspondence with D. Coulter re: A/R and equipment; direction to T. Dew re: offers.
Total		65.4	\$ 22,025.00	

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-Jan-19	6017601	\$ 4,725	\$ 90	\$ 241	\$ 378	\$ 5,433	10.5
28-Feb-19	6023135	4,879	69	247	390	5,585	10.9
Total		\$ 9,604	\$ 158	\$ 487	\$ 768	\$ 11,018	21.4

January 31, 2019
Invoice #6017601**INVOICE****Deloitte Restructuring Inc.**
2300 - 360 Main Street
Winnipeg, MB R3C 3Z3
Canada
Brent Warga**TO PROFESSIONAL SERVICES RENDERED TO AND INCLUDING 01/31/19 AS FOLLOWS****RE: Receivership of FORCE RENTALS LTD. and 5604070 MANITOBA LTD.**
FILE: 0135165-00004

Date	Initials	Narrative
Dec 25/2018	JJBB	Email from Brent Warga
Dec 27/2018	JJBB	Review Canada Revenue Agency issues; review pleadings; telephone to Brent Warga
Jan 03/2019	JJBB	Conference call with Brent Warga & John Fritz
Jan 04/2019	JJBB	Telephone message to Penny Piper; telephone to & telephone from Penny Piper; email to & from John Fritz; email from & to Brent Warga; telephone message to & telephone from Brent Warga; telephone to Mike Dow
Jan 05/2019	JJBB	Email from John Fritz; review draft report
Jan 07/2019	JJBB	Email from Rick Schwartz; email from (x2) & to (x2) Brent Warga; conference call with Brent Warga & John Fritz re: draft report; telephone from (x2) Brent Warga; email from (x3) John Fritz; attend to execution of e-filing form; attend to e-filing & execution; attend to service; email from Court; revise report; email to (x2) & from (x2) Michael Dow; email from Penny Piper; email from Mark Johnson; email from Aaron Rooke
Jan 08/2019	JJBB	Email from (x5) & to (x3) Brent Warga; email from Mike Dow; telephone to Mike Dow; email from (x2) Court; attend to e-filing; letter to Bank of Nova Scotia; draft affidavit of service; email to & from (x2) Rick Schwartz; attend to execution of e-filing form; review pleadings; email from (x2) Gord Fry; telephone to Brent Warga
Jan 09/2019	JJBB	Telephone message to (x2) Mike Dow; telephone from (x2) Mike Dow; attend Court; prepare for Court; email to (x2) & from (x2) Mike Dow ; email from Aaron Challis; email from Brent Warga; telephone to Brent Warga

Date	Initials	Narrative
Jan 10/2019	JJBB	Email from Dennis Wassill
Jan 14/2019	JJBB	Email from & to Michael Dow
Jan 16/2019	JJBB	Email from Brent Warga; email from Dennis Wassill; email from Rick Schwartz
Jan 21/2019	JJBB	Telephone from Brent Warga
Jan 23/2019	JJBB	Review Sales & Information package; email from John Fritz
Jan 24/2019	JJBB	Email to John Fritz; email to Brent Warga
Jan 25/2019	JJBB	Telephone to Brent Warga; review sales process; email from (x3) Brent Warga; telephone from Court; telephone message to (x2) Court
Jan 28/2019	JJBB	Telephone message to & from Court; letter to Court; email to Court

Total Fees: 4,725.00**SUMMARY OF PROFESSIONAL SERVICES**

	HOURS
JJ B. Burnell	10.50
	<hr/>
	10.50

DISBURSEMENTS AND OTHER CHARGES

Imaging Services	44.75
Statutory Compliance Fee	45.00
	TOTAL TAXABLE 89.75
	Sub-Total Disbursements: 89.75

BILL SUMMARY

Total Fees	\$	4,725.00
GST	\$	236.25
MB PST	\$	378.00
Total Disbursements	\$	89.75

GST	\$	4.49
Subtotal	\$	5,433.49
TOTAL AMOUNT DUE CDN DOLLARS:		\$ 5,433.49

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.

February 28, 2019
Invoice #6023135**INVOICE****Deloitte Restructuring Inc.**
2300 - 360 Main Street
Winnipeg, MB R3C 3Z3
Canada
Brent Warga**TO PROFESSIONAL SERVICES RENDERED TO AND INCLUDING 02/28/19 AS FOLLOWS****RE: Receivership of FORCE RENTALS LTD. and 5604070 MANITOBA LTD.**
FILE: 0135165-00004

Date	Initials	Narrative
Feb 06/2019	JJBB	Revise Receivership Order; email to Mike Dow/ Penny Piper; email from (x2) & to (x2) Brent Warga; telephone message from Brent Warga; telephone to Mike Dow; email from (x2) & to (x2) Mike Dow
Feb 11/2019	JJBB	Email to Service List
Feb 12/2019	JJBB	Email from John Fritz; telephone message to John Fritz; review purchase agreement
Feb 13/2019	JJBB	Telephone from John Fritz; meeting with student; email to student
Feb 14/2019	JJBB	Email from (x2) John Fritz; email to (x2) & from Anique Badiou; email from Michael Dow; email from & to Penny Piper; review Order; email to Penny Piper/Mike Dow; telephone message to John Fritz/ discussion with student
Feb 15/2019	JJBB	Telephone from John Fritz
Feb 19/2019	JJBB	Telephone to Anique Badiou; telephone message to John Fritz; email from Anique Badiou; meeting with student; telephone message to Mike Dow; conference call with Brent Warga & John Fritz; email from & to John Fritz; telephone from (x2) Mike Dow; email from Mike Dow; email from (x2) & to student
Feb 20/2019	JJBB	Email to (x2) & from (x2) Anique Badiou; telephone from (x2) Anique Badiou; review set-off; telephone message to John Fritz; email to & from (x2) Mike Dow; email to & from Penny Piper; telephone from John Fritz
Feb 21/2019	JJBB	Conference call with Brent Warga & John Fritz; conference call with Brent Warga, John Fritz, Rhonda & Anique Badiou; email to (x2) & from John Fritz; email to (x5) & from (x4) Anique Badiou; review transfer; email from Brent

Date	Initials	Narrative
		Warga; telephone message from Mike Dow; telephone message from John Fritz; email from Mike Dow; telephone from John Fritz
Feb 22/2019	APP	Receipt of instructions; conducting bankruptcy searches against 2 entities
Feb 22/2019	JJBB	Email from (x3) & to (x3) Anique Badiou; email from John Fritz; email from (x4) & to (x5) Brent Warga; review Addendum; telephone to Anique Badiou; email to Jeff McConnell; telephone message from Jeff McConnell
Feb 23/2019	JJBB	Draft Notice of Motion & Order for sale process
Feb 25/2019	JJBB	Telephone from Mike Dow; email to & from Mike Dow; telephone to Brent Warga; email from Brent Warga
Feb 26/2019	JJBB	Email from & to Mike Dow; review GST & payroll arrears; email from Brent Warga; telephone to Brent Warga; draft motion materials
Feb 27/2019	JJBB	Email from Mike Dow
Feb 28/2019	JJBB	Telephone message from Mike Dow; telephone to Mike Dow; telephone message to John Fritz

Total Fees: 4,879.00

SUMMARY OF PROFESSIONAL SERVICES

	HOURS
Arlene P. Phillips	0.10
JJ B. Burnell	10.80
	<hr/>
	10.90

DISBURSEMENTS AND OTHER CHARGES

Imaging Services	0.50
Long Distance Telephone	2.20
Computerized Searches - TPR Title Search - Status of Title (2); Receipt #1377401	50.00
TOTAL TAXABLE	52.70
Agent's Account - Bankruptcy Searches	16.00
TOTAL NON-TAXABLE	16.00
Sub-Total Disbursements:	68.70

Page: 3
February 28, 2019
Invoice #6023135**BILL SUMMARY**

Total Fees	\$	4,879.00
GST	\$	243.95
MB PST	\$	390.32
Total Disbursements	\$	68.70
GST	\$	2.64
Subtotal	\$	5,584.61
TOTAL AMOUNT DUE CDN DOLLARS:		\$ 5,584.61

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.

Exhibit G – Statement of Receipts and Disbursements for the period December 21, 2018 to March 5, 2019

FORCE RENTALS LTD. AND 5604070 MANITOBA LTD.
STATEMENT OF RECEIPTS AND DISBURSEMENTS
for the period of December 21, 2018 to March 5, 2019

	Force Rentals Ltd.	5604070 Manitoba Ltd.	Total
Receipts			
Accounts receivable collections	\$ -	\$ 240,444	\$ 240,444
Cash on hand	-	8,225	8,225
Interest	-	91	91
GST collections	-	165	165
Receiver's borrowings	62,500	62,500	125,000
Rental of equipment	-	3,300	3,300
Other (WCB Refunds)	108	1,157	1,265
Total Receipts	62,608	315,882	378,491
Disbursements			
Advertising	3,304	3,304	6,609
Filing fees	70	70	140
GST paid on disbursements	346	795	1,141
GST paid on Legal fees	244	244	487
GST paid on Receiver fees	2,743	2,743	5,486
Insurance	9,896	9,896	19,791
Legal fees and disbursements	4,881	4,881	9,762
PST paid on legal fees	384	384	768
Receiver fees and disbursements	54,860	54,860	109,719
Repairs and maintenance	-	1,149	1,149
Subcontractor payments	-	14,926	14,926
Utilities	-	339	339
Wages	220	1,120	1,340
Total Disbursements	76,948	94,710	171,658
Excess of Receipts over Disbursements	\$ (14,339)	\$ 221,172	\$ 206,833