

THE KING'S BENCH
In Bankruptcy and Insolvency
Winnipeg Centre

IN THE MATTER OF:

**THE BANKRUPTCY AND INSOLVENCY ACT,
R.S.C. 1985, c. B-3, AS AMENDED**

AND IN THE MATTER OF:

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

TRUE COPY

ORDER

MLT AIKINS LLP
3000 – 360 Main Street
Winnipeg, Manitoba
R3C 4G1
J.J. BURNELL/ANJALI SANDHU
Ph: (204) 957-4663 / (204) 957-4760
Fax: (204) 957-0840
File No. 0135165.00011

Box #3

THE KING'S BENCH
In Bankruptcy and Insolvency
Winnipeg Centre

REGISTRAR) Tuesday, the 19th day of December, 2023
)
 J Goldenberg)
 _____)

IN THE MATTER OF: **THE BANKRUPTCY AND INSOLVENCY ACT,
R.S.C. 1985, c. B-3, AS AMENDED**

AND IN THE MATTER OF: **3816410 MANITOBA LTD. O/A BERG'S TRAILERS AND PREP AND PAINT**

ORDER

THIS MOTION made by Deloitte Restructuring Inc. ("**Deloitte**") was heard this day at the Law Courts Building, 408 York Avenue, Winnipeg, Manitoba.

UPON READING the Affidavit of Brent Warga, sworn December 13, 2023, and the consents of BDO Canada Limited ("**BDO**") and the Office of the Superintendent of Bankruptcy:

1. **THIS COURT ORDERS** that service of this Motion is hereby abridged, and the Motion is properly returnable today and any requirement for service of the Motion upon any party not served is hereby dispensed with.
2. **THIS COURT ORDERS** that BDO be and hereby is substituted in place of Deloitte, as Trustee in Bankruptcy ("**Trustee**"), of the estate files listed in **Schedule "A"** attached hereto (the "**Subject Estates**"), with effect from the effective date of this Order.
3. **THIS COURT ORDERS AND DIRECTS** that all real and personal property wherever situate of the Subject Estates is hereby vested in BDO, to be dealt with by BDO in accordance with the provisions of the *Bankruptcy and Insolvency Act*

(Canada) (the "**BIA**"), pursuant to its powers and obligations as Trustee or Administrator of the Subject Estates.

4. **THIS COURT ORDERS** that this Order shall be effective in all judicial districts in Manitoba which govern any of the Subject Estates.
5. **THIS COURT ORDERS** that the requirement for a separate Notice of Motion and supporting Affidavit to be filed in the Court file of each of the Subject Estates is hereby waived.
6. **THIS COURT ORDERS AND DIRECTS** that BDO shall cause a copy of this Order to be filed in the Court files for each of the Subject Estates where a Court file is required to be opened.
7. **THIS COURT ORDERS** that the requirement for notification of this motion to proven creditors within the Subject Estates, the applicable bankrupts or debtors within the Subject Estates, and any other person other than the Superintendent of Bankruptcy, is hereby waived.
8. **THIS COURT ORDERS** that BDO is authorized and directed to continue and to complete the administration of the Subject Estates and to deal with the Subject Estates' property, in accordance with the duties and functions of a Trustee, as set out in the BIA, and to receive all remuneration of the Trustee in the Subject Estates for services performed from the commencement of each of the Subject Estates until the discharge of the Trustee, less any remuneration already received by Deloitte in accordance with the provisions of the BIA.
9. **THIS COURT ORDERS** that the requirement and responsibility for taxation of the Trustee's accounts in respect of the Subject Estates with respect to all work performed in respect of such Subject Estates after the effective date of this Order, through to the completion of the administration of such Subject Estates and discharge of BDO as the new Trustee, is hereby assigned and transferred to BDO.

10. **THIS COURT ORDERS AND DIRECTS** that Deloitte be discharged as Trustee, as the case may be, of the Subject Estates, (i) without prejudice to the rights of the Superintendent of Bankruptcy or other professional body, to commence or pursue any professional conduct matters relating to the Subject Estates, (ii) without Deloitte being required to certify to the Court that it has observed all of the terms as provided by Rule 61(2) of the BIA; (iii) without Deloitte being required to undertake to keep all estate books, records and documents as provided by Rule 68 of the BIA; and (iv) for greater certainty and notwithstanding the specific obligations and provisions of the BIA referenced herein, except as otherwise provided in this Order, Deloitte shall have no obligations following the effective date of this Order in respect of its capacity as former Trustee of the Subject Estates and no liabilities for events transpiring after the effective date of this Order in respect of the Subject Estates.
11. **THIS COURT ORDERS AND DIRECTS** that BDO is hereby required, in respect of the Subject Estates, to (i) observe all of the terms provided by Rule 61(2) of the BIA, (ii) keep all estate books, records and documents as provided by Rule 68 of the BIA, and (iii) obtain from Deloitte as the former Trustee or Administrator all books, estate records, documents including work in progress, billing or time records in support of any claims made for time charges and advances on fees made by the former trustee or administrator, and detailed trial balances (electronic or otherwise) from the date of bankruptcy showing all the funds received and disbursed since the date of bankruptcy, initial bankruptcy event, notwithstanding BDO assuming responsibility for the Subject Estates.
12. **THIS COURT ORDERS** that the requirement for notification of the discharge of Deloitte as Trustee of the Subject Estates, together with other statutory notices, to proven creditors within the Subject Estates, the applicable bankrupts or debtors within the Subject Estates, the Court, the Office of the Superintendent of Bankruptcy and any other person, is hereby waived.

13. **THIS COURT ORDERS** that Deloitte is hereby authorized to transfer to BDO all funds that remain in its consolidated trust bank accounts and all other trust bank accounts that belong to the Subject Estates, and Deloitte and BDO are hereby authorized to take all steps and execute any instrument or documentation required or necessary for such purpose.
14. **THIS COURT ORDERS AND DIRECTS** that in its capacity as substituted Trustee, BDO is hereby authorized to endorse for deposit, deposit, transfer, sign, accept or otherwise deal with all cheques, bank drafts, money orders, cash or other remittances received in relation to any of the Subject Estates where such cheques, bank drafts, money orders, cash or other remittances are made payable or delivered to Deloitte, in relation to the same, and any bank, financial institution or other deposit-taking institution with which BDO may deal is hereby authorized to rely on this Order for all purposes of this paragraph.
15. **THIS COURT ORDERS AND DIRECTS** that BDO shall, pursuant to Section 16(1) of the BIA, forthwith give security in cash or by bond of a guarantee company, satisfactory to the Official Receiver for the due accounting for, the payment and transfer of all property received by BDO as trustee of the Subject Estates and for the due and faithful performance of BDO's duties.
16. **THIS COURT ORDERS AND DIRECTS** that the Registrar of Land Titles, in any Land Title District wherein any registration was previously made by Deloitte in its capacity as Trustee of a Subject Estate, is hereby authorized and directed to amend any such registration to reflect the substitution of BDO for Deloitte as Trustee, as the case may be, notwithstanding any appeal period.
17. **THIS COURT ORDERS** that in respect of any Subject Estate where Deloitte has been discharged as Trustee, BDO is hereby vested with the powers granted under Section 41(10) of the BIA in respect of those Subject Estates and BDO is entitled to any remuneration arising from the administration of those Subject Estates from and after the effective date of this Order.

18. **THIS COURT ORDERS** that Sections 36 and 39(4) of the BIA shall not apply to the substitution of BDO for Deloitte pursuant to this Order.
19. **THIS COURT ORDERS** that BDO be granted leave to apply to this Court as necessary for further Orders or advice and directions with respect to the subject matter of this Order.

December 19, 2023

J.L. GOLDENBERG

REGISTRAR IN BANKRUPTCY

Schedule "A"

Name	Estate #	Suit #
3816410 MANITOBA LTD. O/A BERG'S TRAILERS AND PREP AND PAINT	21-2633678	BK 23-01-06345
5797501 MANITOBA LTD. O/A FRESH PROJECTS	21-2990704	BK 20-01-05446

