

**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-

**6382330 MANITOBA LTD., PGRP PROPERTIES INC., AND 6472240
MANITOBA LTD.**

Defendants.

**FIRST REPORT OF DELOITTE RESTRUCTURING INC.,
IN ITS CAPACITY AS COURT APPOINTED RECEIVER OF 6382330 MANITOBA
LTD., PGRP PROPERTIES LTD., AND 6472240 MANITOBA LTD.**

December 10, 2020

RECEIVER

DELOITTE RESTRUCTURING INC.

360 Main Street, Suite 2300

Winnipeg, Manitoba R3C 3Z3

Brent Warga

Ph: (204) 942-0051

Fax: (204) 947-2689

Email: bwarga@deloitte.ca

COUNSEL TO THE RECEIVER

Thompson Dorfman Sweatman LLP

Barristers and Solicitors

1700 – 242 Hargrave Street

Winnipeg, Manitoba R3C 0V1

Ross McFadyen

Ph: (204) 934-2378

Fax: (204) 934-0538

Email: ram@tdslaw.com

TABLE OF CONTENTS

INTRODUCTION 1

TERMS OF REFERENCE 3

BACKGROUND 4

ACTIVITIES OF THE RECEIVER 6

OPERATIONS..... 8

ASSETS 8

SALES PROCESS 9

CREDITOR CLAIMS AND PROPOSED DISTRIBUTIONS 11

ASSIGNMENT OF AGREEMENTS..... 12

FEES AND DISBURSEMENTS OF THE RECEIVER AND ITS LEGAL COUNSEL 13

STATEMENT OF RECEIPTS AND DISBURSEMENTS..... 14

APPROVALS SOUGHT 14

EXHIBITS

- Exhibit A – Receivership Order
- Exhibit B – Invitation for Proposals or Offers
- Exhibit C – City of Winnipeg Assessment and Taxation Department Assessment Roll
- Exhibit D – Assigned Agreements
- 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 September 26, 2019 to December 4, 2020

INTRODUCTION

1. On September 19, 2019, Royal Bank of Canada (“**RBC**” or the “**Plaintiff**”) made a motion to the Court of Queen’s Bench for 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 s. 55 of the *Court of Queen’s Bench Act*, C.C.S.M. c. C280, to appoint Deloitte Restructuring Inc. (“**Deloitte**”) as receiver (the “**Receiver**”), without security, of all the present and after acquired assets, undertakings, and properties of 6382330 Manitoba Ltd. (“**638**”), PGRP Properties Inc. (“**PGRP**”), and 6472240 Manitoba Ltd. (“**647**”) (collectively the “**Companies**”) acquired for or used in connection with the business carried on at the real property located at or about 620-626 Ellice Avenue, Winnipeg, Manitoba (the “**Property**”). On September 26, 2019 (the “**Date of Receivership**”), the Honourable Justice J. G. Edmond granted an order (the “**Receivership Order**”) appointing Deloitte as Receiver in respect of the Property. A copy of the Receivership Order (attached hereto as Exhibit A) and other information regarding the receivership proceedings can be accessed on the Receiver’s website at www.insolvencies.deloitte.ca/en-ca/PGRP (the “**Receiver’s Website**”).
2. The Receivership Order provides, *inter alia*, for the following:
 - (a) No proceeding (a “**Proceeding**”) against or in respect of the Companies or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of the Court, and any and all Proceedings currently underway against or in respect of the Companies or the Property are hereby stayed and suspended pending further Order of the Court.
 - (b) The Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges and the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the “**Receiver’s Charge**”) on the Property as security for such fees and disbursements, both before and after the making of the Receivership Order, and the Receiver’s Charge shall form a first charge on the Property in priority to all

security interests, trusts, liens, charges, and encumbrances, statutory or otherwise, in favour of any Person (as defined in the Receivership Order), but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

- (c) Any interested party may apply to the Court to vary or amend the Receivership Order on not less than seven (7) days' notice to the Receiver, to RBC, and to any other party likely to be affected by the order sought or upon such other notice, if any, as the Court may order.
3. This report constitutes the first report of the Receiver (the “**First Report**”), and is being filed to inform the Court as to the following:
- (a) The activities of the Receiver since the Date of Receivership;
 - (b) Details of the Companies’ assets and liabilities including charges, security interests, and encumbrances registered against the Property; and
 - (c) The results of the Receiver’s Sales Process (as defined below).
4. Furthermore, the First Report, along with the confidential supplement to the First Report dated December 10, 2020 (the “**Confidential Report**”), are being filed in support of the Receiver’s application to this Honourable Court on December 16, 2020, seeking the following:
- (a) Approval of the reported actions of the Receiver since the Date of Receivership in respect of administering these receivership proceedings;
 - (b) Approval of the VLI Offer (as defined below) for the sale of the Property;
 - (c) Approval of the assignment of the Assigned Agreements (as defined below);
 - (d) Approval of the repayment of the Receiver’s borrowings under the Borrowing Facility (as defined below);
 - (e) Approval of the payment of the Property Tax Claim (as defined below);

- (f) Approval of the Receiver's Holdback (as defined below) to complete the within application and to finalize the receivership proceedings;
- (g) Approval of the future distributions of funds, after repayment of the Borrowing Facility and retention of the Receiver's Holdback, to RBC as they relate to the RBC Security (as defined below) and as they become available up to the amount of the RBC Indebtedness (as defined below);
- (h) Approval of the payment of any amounts remaining from the Receiver's Holdback to RBC on account of the priority of the RBC Security up to the amount of the RBC Indebtedness;
- (i) Approval of the fees and disbursements of the Receiver and its legal counsel;
- (j) Approval of the Receiver's Statement of Receipts and Disbursements for the period September 26, 2019 to December 4, 2020;
- (k) An Order sealing the Confidential Report in the Court file; and
- (l) An Order providing for the discharge of the Receiver.

TERMS OF REFERENCE

5. In preparing this First Report, the Receiver has relied upon unaudited financial information, the books and records of the Companies, and discussions with former management of the Companies, interested parties, and the stakeholders of the Companies.
6. 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 First 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 First Report.

7. Unless otherwise stated, all monetary amounts contained in this First Report are expressed in Canadian dollars.
8. Capitalized terms used in this First Report but not defined herein are as defined in the Receivership Order.

BACKGROUND

9. 638 is a private company incorporated under the laws of the Province of Manitoba (November 2011), with its directors being Patrick Penner ("**Mr. Penner**") (President) and Glen Collins ("**Mr. Collins**") (Vice-President). PGRP is a private company incorporated under the laws of the Province of Manitoba (February 2001), with its sole director being Mr. Penner (President). 647 is a private company incorporated under the laws of the Province of Manitoba (April 2012), with its directors being Mr. Collins (President) and Paul Arsenault ("**Mr. Arsenault**") (Secretary). As detailed in the Affidavit of Marlene Starenky dated September 10, 2019 (the "**Starenky Affidavit**"), at all material times, 638 carried on business as a bare trustee for PGRP and 647 with respect to the Property.
10. Although PGRP and 647 appear to hold other assets, the only asset subject to the receivership proceedings is the building located at 620-626 Ellice (the registered owner of which is 638), which consists of thirty-nine (39) residential apartment units and three (3) commercial units.
11. RBC is the principal secured lender to the Companies in respect of the Property and holds various first ranking security positions and a mortgage (the "**RBC Security**") as against the Property. RBC was owed approximately \$3.3 million (the "**RBC**

Indebtedness”) by the Companies as at August 27, 2019, as detailed in the Starenky Affidavit, with interest continuing to accrue on this amount.

Powers of the Receiver

12. 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 in connection with the Property; 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 \$500,000), among others.
13. 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**”).

Possession and Control of the Property

14. On the Date of Receivership, the Receiver attended at the Property with Mr. Collins and Mr. Arsenault (collectively “**Management**” or the “**Principals**”) to view the Property and the four (4) vacant suites. Apart from the existing tenants, the property manager (Armour Property Management (“**Armour**”)), and the Principals, Management advised that no other parties should have keys to the Property. Given Management’s representations, and the Principals’ continued involvement with the Property, in order to avoid disruption to the existing tenants, the Receiver did not change any of the exterior or interior locks at the Property.
15. Management further advised the Receiver that the Property was being monitored by video surveillance, and the Receiver has ensured continued monitoring subsequent to the Date of Receivership.
16. As the Property was occupied by several tenants at the Date of Receivership, the

Receiver considered providing all tenants with formal notice of the receivership proceedings by way of letter correspondence. However, given the transient nature of the tenants, in consultation with Management, it was determined that any such notice would likely go unread, or would cause unnecessary angst amongst the tenants, resulting in potential damage to the Property. Accordingly, the Receiver did not provide the residential tenants with formal notice of the receivership proceedings, but rather corresponded directly with the one (1) commercial tenant leasing space at the Property as at the Date of Receivership, and with Armour.

ACTIVITIES OF THE RECEIVER

17. Since the Date of Receivership, the Receiver has undertaken the following activities with respect to the Property:
 - (a) Attended onsite at the Property on the Date of Receivership to meet with Management and to take possession and control of the Property;
 - (b) Discussed with Management the practicality of changing locks at the Property and determined that such action would likely be disruptive to existing tenants and would not enhance security;
 - (c) Confirmed with Management that the on-site video surveillance equipment was functioning properly, and ensured that the equipment has continued to operate during the proceedings;
 - (d) Confirmed with Management that the Companies had no employees as at the Date of Receivership, and retained on-site caretakers on a contract basis;
 - (e) Arranged with the Principals for their continued involvement with the Property, particularly with respect to assisting with collection of monthly rents, facilitating certain suite and common area repairs, and monitoring building security;
 - (f) Corresponded with Armour and confirmed their continued involvement with the Property;

- (g) Confirmed the existence of insurance coverage on the Property as at the Date of Receivership (and had the Receiver added as loss payee and additional named insured on the existing policy), and arranged for the renewal of coverage on a monthly basis effective February 1, 2020;
- (h) Arranged and facilitated various inspections, repairs, and maintenance items at the Property with assistance from the Principals, caretakers, and Armour;
- (i) Corresponded with the caretakers, Management, and Armour on multiple occasions with respect to vandalism, break-ins, and gang activities at the Property;
- (j) Arranged meetings with Management, Armour, and the caretakers on multiple occasions to discuss collection of outstanding rents, tenant matters, vacancy issues, and interactions with the Residential Tenancies Branch in Winnipeg (the “**RTB**”);
- (k) Arranged for mobile security checks at the Property;
- (l) Prepared a sales and solicitation package (the “**Solicitation Package**”), attached hereto as Exhibit B, and conducted a robust process to solicit interest in the Property from realtors, property managers, and investors (the “**Solicitation Process**”);
- (m) Compiled confidential information related to the Property and provided same to parties who executed a confidentiality agreement (a “**Confidentiality Agreement**”);
- (n) Entered into an agreement with Cushman & Wakefield | Stevenson (“**Cushman**”) to list the Property;
- (o) Negotiated an offer to purchase agreement (the “**Offer to Purchase Agreement**”) with Vida Living (2019) Inc. (“**VLI**”) with respect to the Property; and

- (p) Prepared, reviewed, and finalized this First Report and the Confidential Report.

OPERATIONS

18. On the Date of Receivership, the three (3) commercial units in the Property were being leased by a single tenant under a long-term lease agreement expiring on October 31, 2022. Of the thirty-nine (39) available residential apartment units in the Property, Management advised that thirty-five (35) units were occupied with tenants under one (1) year rental agreements, or on a month-to-month basis. The four (4) units that were not occupied were in need of renovations and repairs prior to being rented.
19. Since the Date of Receivership, the Receiver has worked closely with Armour and the caretakers to maintain the Property and maximize occupancy while the Property was marketed for sale by Cushman. Although Management initially expressed significant interest in remaining involved with the Property, and the Receiver solicited input from Management on a number of occasions as the proceedings progressed, commencing in early 2020, Management's involvement and apparent interest in the Property declined.

ASSETS

Accounts Receivable

20. At the Date of Receivership, the Receiver obtained a copy of the tenant accounts receivable sub-ledger from Armour (dated September 28, 2019) which indicated that approximately \$7,500 was owed from eighteen (18) tenants. With the assistance of Management, Armour collected approximately \$1,500 of this balance, with the residual \$6,000 being written off as the tenants vacated the Property, skipping out on their rent obligations.
21. Given the socioeconomic status and transient nature of the tenants occupying the Property, and that several of the tenants' primary source of income is from Employment and Income Assistance, collection of rents continues to be an issue. Further, with the introduction of certain provincial relief as a result of the coronavirus pandemic ("COVID-19") in March 2020, Armour has not been in a position to evict non-paying

tenants, except in cases involving urgent health and safety reasons, and non-urgent eviction hearings were deferred by the RTB until after September 30, 2020. Since the Date of Receivership, Armour has written off approximately \$42,000 as tenants have “skipped out” on their rental obligations and vacated the units, and approximately \$10,500 remains owing as at November 30, 2020.

Real Property and Capital Assets

22. Management advised that the Companies did not prepare detailed financial statements for the Property, and accordingly, no recorded book value of the Property was readily available. According to the City of Winnipeg Assessment and Taxation Department, the 2020 assessment roll (market value as at April 1, 2018) (the “**Tax Assessment**”) assessed the Property at approximately \$3.4 million, inclusive of the adjacent parking lot (the “**Tax Assessed Value**”). The Tax Assessment is attached hereto as Exhibit C.
23. As at the date of this First Report, the only other assets that have been brought to the attention of the Receiver are certain laundry equipment present at the Property. The laundry equipment is present at the Property in connection with the lease of laundry room space at the Property in favour of Coinamatic Canada Inc. (“**Coinamatic**”). The Receiver has reviewed the matter and has concluded that the laundry equipment present in the laundry room space is the property of Coinamatic.

SALES PROCESS

24. On the Date of Receivership, Management advised that the Property was currently listed for sale with Remax Professionals (“**Remax**”) at a listing price of \$3.65 million. Management further advised that the listing agreement with Remax was for a six (6) month period commencing June 5, 2019 and ending December 4, 2019.
25. Based on independent discussions with Remax and Management, and with the consent of RBC, the Receiver made the determination that a Solicitation Process was appropriate to solicit competing proposals from realtors to market and sell the Property, and to solicit interest from third party property managers and investors. Accordingly, the Receiver prepared a Solicitation Package which was distributed to interested parties

commencing October 10, 2019.

26. Certain of the terms and conditions detailed in the Solicitation Package included, but were not limited to, the following:
 - (a) The Receiver was seeking proposals and/or offers from interested parties for the realization of the Property;
 - (b) The Property was being offered for sale on an “as is, where is” basis;
 - (c) The Receiver would not be obligated to accept the highest offer, or any proposal;
 - (d) Viewings were to be coordinated with the Receiver, along with any information requests;
 - (e) Proposals and offers were to be submitted by October 25, 2019 (the “**Submission Deadline**”); and
 - (f) Interested parties seeking to purchase the Property would be required to submit a standard form of offer prepared by the Receiver, acknowledging that any offer accepted by the Receiver would be subject to Court approval.
27. Interested parties were identified through discussions with Management, industry contacts, and industry contact lists. Approximately forty-six (46) potential interested parties were contacted directly by the Receiver. The Solicitation Package was sent to twenty-eight (28) interested parties which included ten (10) realtors and eighteen (18) property managers/investors. Confidentiality Agreements were executed by nine (9) interested parties (the “**Interested Parties**”) who were provided with the confidential information related to the Property.
28. Based on the Solicitation Process and the results therefrom, with the consent of RBC, the Receiver entered into an exclusive listing agreement with Cushman dated November 18, 2019.
29. During the period of November 18, 2019 to September 21, 2020, Cushman actively

marketed the Property to various interested parties. On September 21, 2020, with the consent of RBC, the Receiver entered into the Offer to Purchase Agreement with VLI, along with four (4) subsequent amending agreements dated October 8, 2020, November 18, 2020, November 26, 2020, and December 1, 2020 (collectively the “**VLI Offer**”).

30. The Receiver is recommending that the Court approve the VLI Offer for the reasons outlined in the Confidential Report. The VLI Offer, the other offers and proposals received, and the Solicitation Process are more fully described in the Confidential Report.
31. The Receiver has discussed and shared all the offers and proposals received during the Solicitation Process, and subsequent thereto, with RBC, and RBC is in support of accepting the VLI Offer for the Property.

CREDITOR CLAIMS AND PROPOSED DISTRIBUTIONS

32. The Receiver and the Receiver’s independent legal counsel, Thompson Dorfman Sweatmen LLP (“**TDS Law**”), have reviewed the validity and priority of the secured and priority claims that have been identified, and the Receiver advises as follows:
 - (a) TDS Law has conducted an independent review of the validity and enforceability of the RBC Security as it relates to the Property (the “**Security Opinion**”) and has opined that the RBC Security:
 - i) is valid and enforceable;
 - ii) ranks in priority to the other secured creditors of the Companies; and
 - iii) ranks in priority to the unsecured creditors of the Companies and any subsequently appointed trustee in bankruptcy.
 - (b) The Companies’ records indicate that there are no debts owing to Canada Revenue Agency (“**CRA**”) on account of unremitted payroll source deductions, or any goods and services tax (“**GST**”) related to the Property.

- (c) In accordance with a City of Winnipeg Tax Statement and Account Status report dated December 7, 2020, the outstanding property taxes due and owing as at December 7, 2020, in relation to the Property were \$302,658.75 (the “**Property Tax Claim**”).
33. Subject to the repayment of the Receiver’s Court authorized Borrowing Facility (further discussed below), the Property Tax Claim, and any other necessary reserves from the sale proceeds (the “**Proceeds**”) the Receiver determines may be necessary to account for the Estimated Receiver Fees, and the Estimated Legal Fees (all terms as defined below) (collectively the “**Receiver’s Holdback**”), the Receiver is proposing to distribute the balance of the Proceeds (the “**Residual Proceeds**”) to RBC on account of the priority of the RBC Security, up to the value of the RBC Indebtedness (the “**Proposed Distributions**”).
34. Other unsecured creditors include third party service providers who are not claiming any security interest in the Property. As at the Date of Receivership, the Companies listed unsecured creditors with claims of approximately \$13,000 in aggregate.
35. At the Date of Receivership, as the Companies did not have any employees and engaged two (2) caretakers on a contract basis, the Receiver entered into new contracts with the caretakers for ongoing services. Accordingly, the Receiver determined that there was no need for any filing under the Wage Earner Protection Program (“**WEPP**”).

ASSIGNMENT OF AGREEMENTS

36. In accordance with paragraph 3(1) of the Receivership Order, the Receiver was empowered by the Court *to sell, convey, transfer, lease, or assign the Property or any part or parts thereof out of the ordinary course business*. In addition to purchasing the Property, the VLI Offer contemplates the following agreements (collectively the “**Assigned Agreements**”) being assigned to VLI on closing:
- (a) All existing residential tenant lease agreements;
- (b) Commercial lease agreement with Ryan Doering operating as Pawn Traders; and

- (c) Lease agreement with Coinamatic related to certain laundry room space at the Property.

The complete list of Assigned Agreements is attached hereto as Exhibit D.

- 37. The Receiver is of the view that VLI will be able to perform the obligations under the Assigned Agreements, and that the assignment of the Assigned Agreements is appropriate in the circumstances. In addition, based on a review by the Receiver and TDS Law, there is nothing in any of the lease agreements referenced above which purports to restrict the ability of the landlord to assign its interests in such lease agreements.

FEES AND DISBURSEMENTS OF THE RECEIVER AND ITS LEGAL COUNSEL

- 38. 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 all of the Property of the Companies (subject to the Property Tax Claim). RBC has been served with this First Report, has reviewed the contents of the Confidential Report, and has been provided with all invoices of the Receiver within these proceedings.
- 39. 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 September 26, 2019 to December 4, 2020. The Receiver's accounts total \$230,663 in fees and disbursements, excluding GST. The Receiver estimates that its fees and disbursements to finalize this First Report and the Confidential Report, prepare for and attend the December 16, 2020 hearing, and to finalize the Receiver's discharge will approximate \$30,000 (plus GST) (the "**Estimated Receiver Fees**").
- 40. 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 \$365 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 services.

41. 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.
42. 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 September 27, 2019 to November 25, 2020. The accounts total \$12,762 in fees and disbursements excluding Provincial Sales Tax and GST. The Receiver's legal counsel estimates that its fees and disbursements to prepare for and attend the December 16, 2020 hearing and to assist with finalizing the Receiver's discharge will approximate \$25,000 (plus taxes) (the "**Estimated Legal Fees**").
43. The Receiver has reviewed the invoices rendered by its legal counsel and finds them reasonable and validly incurred in accordance with the provisions of the Receivership Order.

STATEMENT OF RECEIPTS AND DISBURSEMENTS

44. The Receiver has prepared a Statement of Receipts and Disbursements for the period September 26, 2019 to December 4, 2020 for the Companies, a copy of which is attached hereto as Exhibit G. Total receipts were \$460,121 and total disbursements were \$451,675, resulting in \$8,446 being held in trust by the Receiver.
45. As at the date of this First Report, in accordance with paragraph 21 of the Receivership Order, the Receiver has borrowed \$200,000 from the Court authorized Borrowing Facility to fund the receivership proceedings. It is the Receiver's intention to repay the Borrowing Facility prior to distributing the Residual Proceeds to RBC.

APPROVALS SOUGHT

46. The Receiver believes that, other than completing the Proposed Distributions and certain administrative matters, the Receiver's mandate pursuant to the Receivership Order (the

“**Receiver’s Mandate**”) is substantially complete.

47. For the reasons outlined above, the Receiver respectfully requests that the Court provide an Order:

- (a) Approving all activities, actions, and proposed courses of action of the Receiver (collectively, the “**Actions of the Receiver**”) to date in relation to the discharge of its duties and the Receiver’s Mandate pursuant to the Order of this Court in these proceedings, as such actions of the Receiver are more particularly described in this First Report and the Confidential Report;
- (b) Approving the fees and disbursements of the Receiver and its legal counsel for the period September 26, 2019 to December 4, 2020, and September 27, 2019 to November 25, 2020, respectively;
- (c) Approving the Receiver’s Holdback to complete the within application and to finalize the receivership proceedings, without the requirement of taxation or formal passing of accounts;
- (d) Approving the Receiver’s Statement of Receipts and Disbursements for the period September 26, 2019 to December 4, 2020;
- (e) Approving the VLI Offer for the sale of the Property;
- (f) Approving the assignment of the Assigned Agreements;
- (g) Approving the repayment of the Receiver’s borrowings under the Borrowing Facility;
- (h) Approving the payment of the Property Tax Claim;
- (i) Approving, subject to the retention of the Receiver’s Holdback, payment of the balance of the funds held in trust to RBC on account of the priority of the RBC Security up to the amount of the RBC Indebtedness;
- (j) Approving payment of any amounts remaining from the Receiver’s Holdback to

RBC on account of the priority of the RBC Security up to the amount of the RBC Indebtedness;

- (k) Sealing the Confidential Report in the Court file;
- (l) That upon payment of the Proposed Distributions and any amounts remaining from the Receiver's Holdback to RBC, the Receiver shall be discharged as Receiver, provided that notwithstanding such discharge:
 - i) The Receiver shall remain Receiver for the performance of such routine administrative tasks as may be required to complete the administration of these proceedings; and
 - ii) The Receiver shall continue to have the benefit of the provisions of all Orders made in these proceedings, including all approvals, protections, and stays of proceedings in favor of Deloitte in its capacity as Receiver;
- (m) That upon the Receiver filing with this Honourable Court its discharge certificate (the "**Receiver's Discharge Certificate**") confirming that the Receiver has completed the Receiver's Mandate, that Deloitte be discharged from any and all liability, save and except for any liability arising out of gross negligence or willful misconduct on the part of the Receiver; and
- (n) Granting such further and other relief that the Court considers just and warranted in the circumstances.

All of which is respectfully submitted at Winnipeg, Manitoba, this 10th day of December, 2020.

DELOITTE RESTRUCTURING INC.

In its capacity as Receiver of 6382330 Manitoba Ltd.,
PGRP Properties Inc., and 6472240 Manitoba Ltd.
and not in its personal capacity.



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

Exhibit A – Receivership Order

File No. CI 19-01-23329

**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 -

**6382330 MANITOBA LTD., PGRP PROPERTIES INC., and
6472240 MANITOBA LTD.**

DEFENDANTS.

RECEIVERSHIP ORDER

**FILLMORE RILEY LLP
1700 - 360 Main Street
Winnipeg, Manitoba
R3C 3Z3**

**Telephone: 204-957-8319
Facsimile: 204-954-0319**

**J. MICHAEL J. DOW
File No. 180007-848/JMJD**

**THE QUEEN'S BENCH
WINNIPEG CENTRE**

THE HONOURABLE
MR. JUSTICE EDMOND

)
)

Thursday, the 26th day
of September, 2019

**IN THE MATTER OF : THE APPOINTMENT OF A RECEIVER PURSUANT TO
SECTION 243 OF THE BANKRUPTCY AND INSOLVENCY ACT R.S.C. 1985, c. B-3
AS AMENDED AND SECTION 55 OF THE COURT OF QUEEN'S BENCH ACT,
C.C.S.M. C. C280**

BETWEEN:

ROYAL BANK OF CANADA,

PLAINTIFF,

- and -

**6382330 MANITOBA LTD., PGRP PROPERTIES INC., and
6472240 MANITOBA LTD.**

DEFENDANTS.

RECEIVERSHIP ORDER

THIS MOTION made by the Plaintiff for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "BIA") and s. 55 of the Court of Queen's Bench Act, C.C.S.M. c. C280 (the "QBA") appointing Deloitte Restructuring Inc. as receiver (in such capacity the "Receiver") without security, of all the assets, undertakings and properties of the Defendants, 6382330 Manitoba Ltd., PGRP Properties Inc., and 6472240 Manitoba Ltd. (collectively, the "Debtors"), used in connection with or arising from the business or affairs carried on at or about the real property located at or about 620-626 Ellice Avenue, Winnipeg, Manitoba, was heard this day at the Law Courts Building, 408 York Avenue, Winnipeg, Manitoba.

ON HEARING submissions of counsel on behalf of Royal Bank of Canada ("RBC"), the Defendants 6382330 Manitoba Ltd., PGRP Properties Inc., and 6472240 Manitoba

Ltd. appearing in person, a representative of Advantage Mortgage Centre Inc. also appearing in person and no other interested party appearing although properly served as evidenced by the Affidavits of Service filed herein, and upon hearing all other parties present, and on reading the Notice of Motion on behalf of the Applicant dated the 19th day of September, 2019, the Affidavit of Marlene Starenky sworn on the 10th day of September, 2019, the consent of Deloitte Restructuring Inc., the Brief of Law on behalf of the Plaintiff and the pleadings and proceedings herein;

THE COURT ORDERS:

SERVICE

1. The time for service of the Notice of Motion is hereby abridged and validated so that this motion is properly returnable today and hereby dispenses with further service thereof.

APPOINTMENT

2. Pursuant to s. 243(1) of the BIA and s.55 of the QBA, Deloitte Restructuring Inc. is hereby appointed Receiver and Manager, without security, of all of the assets, undertakings and properties of 6382330 MANITOBA LTD., PGRP PROPERTIES INC. and 6472240 MANITOBA LTD., acquired for, or used in relation to the business carried on by the Debtors at the real property located at or about 620 – 626 Ellice Avenue, Winnipeg, Manitoba, including all proceeds thereof and all real property and personal property in respect thereto (collectively, the “Property”).

RECEIVER'S POWERS

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

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
- (b) to receive, preserve, protect and maintain control of the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (c) to manage, operate and carry on the business of the Debtors, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtors;
- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties including, without limitation, those conferred by this Order;
- (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtors or any part or parts thereof;
- (f) to receive and collect all monies, rents and accounts now owed or hereafter owing to the Debtors, and to exercise all remedies of the Debtors in

collecting such monies, including, without limitation, to enforce any security held by the Debtors;

- (g) to settle, extend or compromise any indebtedness owing to or by the Debtors;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property or the business of the Debtors, whether in the Receiver's name or in the name and on behalf of the Debtors, for any purpose pursuant to this Order or otherwise authorized by the Court;
- (i) to undertake environmental or workplace safety and health assessments of the Property and operations of the Debtors;
- (j) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtors, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding, provided, however, that nothing in this Order shall authorize the Receiver to defend or settle the action in which this Order is made unless otherwise directed by the Court;
- (k) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;

- (l) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business:
 - (i) without the approval of this Court in respect of any transaction not exceeding \$100,000.00, provided that the aggregate consideration for all such transactions does not exceed \$500,000.00; and
 - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause,and in each such case notice under ss. 59(10) of *The Personal Property Security Act* or s. 134(1) of *The Real Property Act of Manitoba* shall not be required;
- (m) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (n) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (o) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (p) to apply for any permits, licenses, approvals or permissions as may be required by any governmental authority and any renewals thereof for and

on behalf of and, if thought desirable by the Receiver, in the name of the Debtors;

- (q) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtors, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtors;
- (r) to exercise any shareholder, partnership, joint venture or other rights which the Debtors may have;
- (s) to assign the Debtors into bankruptcy; and
- (t) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations;

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

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

4. (i) The Debtors, (ii) all of their current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on their instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order including, but not limited to, any property management company retained by one or more of the Debtors to manage the Property on behalf of the Debtors (all of the foregoing, collectively, being "**Persons**" and each being a "**Person**") shall forthwith advise the Receiver of the existence of any Property in such Person's

possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver's request.

5. All Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtors, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "Records") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or documents prepared in contemplation of litigation or due to statutory provisions prohibiting such disclosure.
6. If any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records

without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require, including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

NO PROCEEDINGS AGAINST THE RECEIVER

7. No proceeding or enforcement process in any court or tribunal (each, a "Proceeding"), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

NO PROCEEDINGS AGAINST THE DEBTORS OR THE PROPERTY

8. No Proceeding against or in respect of the Debtors or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtors or the Property are hereby stayed and suspended pending further Order of this Court provided; however, that nothing in this Order shall affect a Regulatory Body's investigation in respect of the Debtors or an action, suit or proceeding that is taken in respect of the Debtors by or before the Regulatory Body, other than the enforcement of a payment order by the Regulatory Body or the Court. "Regulatory Body" means a person or body that has powers, duties or functions relating to the enforcement or administration of an Act of Parliament or of the legislature of a Province. If there is any dispute with a party other than the Debtors (a "Third Party") as to whether any property (the "Disputed Property") is

owned by such Third Party or by one of the Debtors (and therefore constitutes Property which properly should be in possession of the Receiver pursuant to the terms of this Order), such Disputed Property shall be held by the Receiver pending further Order of this Court. Either the Third Party or the Receiver may make application to the Court on seven (7) days prior notice to the other for an order asking for directions with respect to the Disputed Property.

NO EXERCISE OF RIGHTS OR REMEDIES

9. All rights and remedies (including, without limitation, set-off rights) against the Debtors, the Receiver or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any "eligible financial contract" as defined in the BIA, and further provided that nothing in this paragraph shall (i) empower the Receiver or the Debtors to carry on any business which the Debtors is not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtors from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien, provided that no further steps shall be taken in respect of such registration except for service of any initiating documents on the Debtors and the Receiver.

NO INTERFERENCE WITH THE RECEIVER

10. No Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, license

or permit in favour of or held by the Debtors, including, without limitation, insurance coverage, without written consent of the Receiver or leave of this Court.

CONTINUATION OF SERVICES

11. All Persons having oral or written agreements with the Debtors or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Debtors are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and that the Receiver shall be entitled to the continued use of the Debtors' current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Debtors or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

12. All funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "**Post Receivership Accounts**") and the monies standing to the credit of such Post Receivership

Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further order of this Court.

EMPLOYEES

13. Subject to the employees' rights to terminate their employment, all employees of the Debtors shall remain the employees of the Debtors until such time as the Receiver, on the Debtors' behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations during the course of the receivership only under sections 153 and 227 of the *Income Tax Act*, R.S.C. 1985 c. 1 (5th Supplement), sections 21 and 23 of the *Canada Pension Plan*, R.S.C. 1985, c.C-8, sections 82 and 86 of the *Employment Insurance Act*, R.C. 1996, c. 23, sections 81.4(5) and 81.6(3) of the BIA or the *Wage Earner Protection Program Act*.

PIPEDA

14. Pursuant to clause 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "Sale"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain

and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtors, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

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

powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

16. (a) Notwithstanding anything in any federal or provincial law, the Receiver is not personally liable in that position for any environmental condition that arose or environmental damage that occurred:
- (i) before the Receiver's appointment; or
 - (ii) after the Receiver's appointment unless it is established that the condition arose or the damage occurred as a result of the Receiver's gross negligence or wilful misconduct.
- (b) Nothing in sub-paragraph (a) exempts the Receiver from any duty to report or make disclosure imposed by a law referred to in that sub-paragraph.
- (c) Notwithstanding anything in any federal or provincial law, but subject to sub-paragraph (a) hereof, where an order is made which has the effect of requiring the Receiver to remedy any environmental condition or environmental damage affecting the Property, the Receiver is not personally liable for failure to comply with the order, and is not personally liable for any costs that are or would be incurred by any person in carrying out the terms of the order,
- (i) if, within such time as is specified in the order, within ten (10) days after the order is made if no time is so specified, within ten (10) days after the appointment of the Receiver, if the order is in effect when

the Receiver is appointed, or during the period of the stay referred to in clause (ii) below, the Receiver:

- A. complies with the order, or
 - B. on notice to the person who issued the order, abandons, disposes of or otherwise releases any interest in any real property affected by the condition or damage;
- (ii) during the period of a stay of the order granted, on application made within the time specified in the order referred to in clause (i) above, within ten (10) days after the order is made or within ten (10) days after the appointment of the Receiver, if the order is in effect when the Receiver is appointed, by,
- A. the court or body having jurisdiction under the law pursuant to which the order was made to enable the Receiver to contest the order; or
 - B. the court having jurisdiction in bankruptcy for the purposes of assessing the economic viability of complying with the order; or
- (iii) if the Receiver had, before the order was made, abandoned or renounced or been divested of any interest in any real property affected by the condition or damage.

Nothing in this Order shall derogate from the protection afforded to the Receiver by s. 14.06 of the BIA or any other applicable legislation.

LIMITATION ON THE RECEIVER'S LIABILITY

17. The Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any gross negligence or willful misconduct on its part, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*.

RECEIVER'S ACCOUNTS

18. The Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges and the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "Receiver's Charge") on the Property as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings. The Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4) and 81.6(2) of the BIA.
19. The Receiver and its legal counsel shall pass their accounts from time to time and for this purpose the accounts of the Receiver and its legal counsel are hereby referred to a judge of this Court, but nothing herein shall fetter this Court's discretion to refer such matters to a Master of this Honourable Court.
20. Prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including the legal fees, disbursements and applicable taxes,

incurred at the normal rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

21. The Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$250,000.00 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "**Receiver's Borrowings Charge**") as security for the payment of the monies borrowed, together with interest and charges thereon. The Receiver's Borrowing Charge is in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge, and the charges set out in sections 14.06(7), 81.4(4) and 81.6(2) of the BIA.
22. The Receiver is granted leave to apply to the Court for an Order increasing the limit of the Receiver's Borrowings Charge.
23. Neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.

24. The Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "A" hereto (the "**Receiver's Certificates**") for any amount borrowed by it pursuant to this Order.
25. The monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

ALLOCATION

26. Any interested party may apply to this Court on notice to any other party likely to be affected, for an order allocating the Receiver's Charge and Receiver's Borrowings Charge, and/or the value of any assets comprising the Property that are or have been consumed during the course of the receivership, amongst the various assets comprising the Property.

GENERAL

27. The Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.
28. Nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtors.
29. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and

administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

30. The Receiver shall be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside of Canada.
31. RBC shall have its costs of this motion, up to and including entry and service of this Order, provided for by the terms of the RBC's Security or, if not so provided by the RBC's Security, then on a solicitor and client basis to be paid by the Receiver from the Debtors' estate with such priority and at such time as this Court may determine.
32. Any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Receiver and to RBC and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

FURTHER SERVICE

33. RBC and the Receiver be at liberty to serve this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or electronic

transmission to the Debtors' creditors or other interested parties at their respective addresses as last shown on the records of the Debtors and that any such service or notice by courier, personal delivery or electronic transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing. Interested persons who do not send a request, in writing, to counsel for RBC to be added to the service list (hereinafter defined) shall not be required to be served further in these proceedings.

34. A true copy of the Order served pursuant to paragraph 33 above shall be accompanied by a cover letter in the form attached as Schedule "B" to this Order.
35. Counsel for RBC shall prepare and provide to the Receiver a service list (the "**Service List**") to be thereafter kept current by the Receiver containing the name and contact information (which may include the address, telephone number and facsimile number or e-mail address) for service to: RBC; the Receiver; and each creditor or other interested party who has sent a request, in writing, to counsel for RBC and the Receiver to be added to the Service List. The Service List shall indicate whether each person on the Service List has elected to be served by email or facsimile, and failing such election the Service List shall indicate service by e-mail. The Service List shall be posted on the website of the Receiver at the address indicated in paragraph 37 herein. For greater certainty, creditors and other interested Persons who have received notice of this Order and who do not send a request, in writing, to counsel for the Receiver to be added to the Service List, shall not be required to be further served in these proceedings.
36. Every person who is served with a copy of the Order pursuant to paragraph 33, and who requires notice in respect of all further proceedings in this matter, shall

provide to counsel for RBC and the Receiver a demand for notice of such proceedings, which demand for notice shall be in the form and sent in the manner provided in the attached Schedule "B" to this Order (the "**Demand for Notice**") and shall contain an electronic mail address or a facsimile number to which such further notice of these proceedings shall be sent. The failure of any person to provide the Demand for Notice hereby releases the Receiver and RBC from any requirement to provide further notice in respect of these proceedings to any such person until such time as a properly completed Demand for Notice is received by each of the Receiver and RBC from such person.

37. RBC the Receiver, and all parties on the Service List may serve any court materials in these proceedings by e-mailing a PDF or other electronic copy of such materials to counsels' email addresses as recorded on the Service List from time to time, and the Receiver may post a copy of any or all such materials on its website at www.insolvencies.deloitte.ca/en-ca/PGRP.
38. The Defendants shall have 30 days from the date hereof to come back to this Court, with notice to the Plaintiff and upon filing the appropriate affidavit evidence and motions brief, to challenge the granting of this Order. Thereafter the right of the Defendants to challenge the granting of this Order shall be extinguished.

DATE

JUSTICE

J.G.

Edmond J.

Digitally signed by
J.G. Edmond J.
Date: 2019.09.26
15:20:00 -05'00'

SCHEDULE "A"
RECEIVER CERTIFICATE

CERTIFICATE NO.

AMOUNT \$

THIS IS TO CERTIFY that Deloitte Restructuring Inc., the receiver (the "Receiver") of the assets, undertakings and properties of 6382330 MANITOBA LTD., PGRP PROPERTIES INC. and 6472240 MANITOBA LTD. (the "Debtors") acquired for, or used in relation to a business carried on by the Debtors at the real property located at or about 620-626 Ellice Avenue, Winnipeg, Manitoba, including all proceeds thereof (collectively, the "Property") appointed by Order of the Manitoba Court of Queen's Bench (the "Court") dated the _____ of _____, 2019 (the "Order") made in action having Court file number _____, has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of \$ _____, being part of the total principal sum of \$250,000.00 which the Receiver is authorized to borrow under and pursuant to the Order.

The Principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated at the rate of _____ per cent above the prime commercial lending rate of _____ from time to time.

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

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

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

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

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

DATED the _____ day of _____, 20____.

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

Per: _____
Name:
Title:

SCHEDULE "B"

COVER LETTER OF DEMAND FOR NOTICE

[Date]

[Address]

Attention:

Re: IN THE MATTER OF THE RECEIVERSHIP OF 6382330 MANITOBA LTD., PGRP PROPERTIES INC. and 6472240 MANITOBA LTD. (THE "DEFENDANTS")

A Receiver has been appointed by Order of the Court of Queen's Bench for Manitoba over the undertaking of the Defendants and all of the Defendants' present and after acquired personal property used in relation to a business carried on by the Debtors at the real property located at or about 620-626 Ellice Avenue, Winnipeg, Manitoba. Enclosed is a copy of the Court Order appointing Deloitte Restructuring Inc. as Receiver.

You are being provided with a copy of the Order because you are a creditor of each of or one of the Defendants.

If you would like to receive notice of all further proceedings in relation to the receivership of the Defendants, please complete the Demand for Notice attached to this letter and send the Demand for Notice by electronic mail (email) or facsimile to each of the following persons:

1. Fillmore Riley LLP
1700 Commodity Exchange Tower
360 Main Street
Winnipeg, MB R3C 3Z3
Attention: Michael Dow
Email: mdow@FillmoreRiley.com
Fax: 204-954-0354

2. Deloitte Restructuring Inc.
360 Main Street, Suite 2300
Winnipeg, MB R3C 3Z3
Attention: Brent Warga
Email: bwarga@deloitte.ca
Fax: 204-947-2689

If you fail to properly complete the Demand for Notice and forward the Demand for Notice by email or facsimile to each of the above-referenced persons indicating that you would like to receive further notice of the receivership proceedings, then you will not receive, nor will you be entitled to receive, any further notice of the receivership proceedings.

Yours truly,

DEMAND FOR NOTICE

TO: Fillmore Riley LLP
1700 Commodity Exchange Tower
360 Main Street
Winnipeg, MB R3C 3Z3
Attention: Michael Dow
Email: mdow@FillmoreRiley.com
Fax: 204-954-0354

TO: Deloitte Restructuring Inc.
360 Main Street, Suite 2300
Winnipeg, MB R3C 3Z3
Attention: Brent Warga
Email: bwarga@deloitte.ca
Fax: 204-947-2689

**Re: In the Matter of the Receivership of 6382330 MANITOBA LTD., PGRP
PROPERTIES INC., and 6472240 MANITOBA LTD. (THE "DEFENDANTS")**

I hereby request that notice of all further proceedings in the above receivership be sent to me in the following manner:

(a) by email, at the following email address:

_____ ; or

(b) by facsimile, at the following facsimile number:

_____.

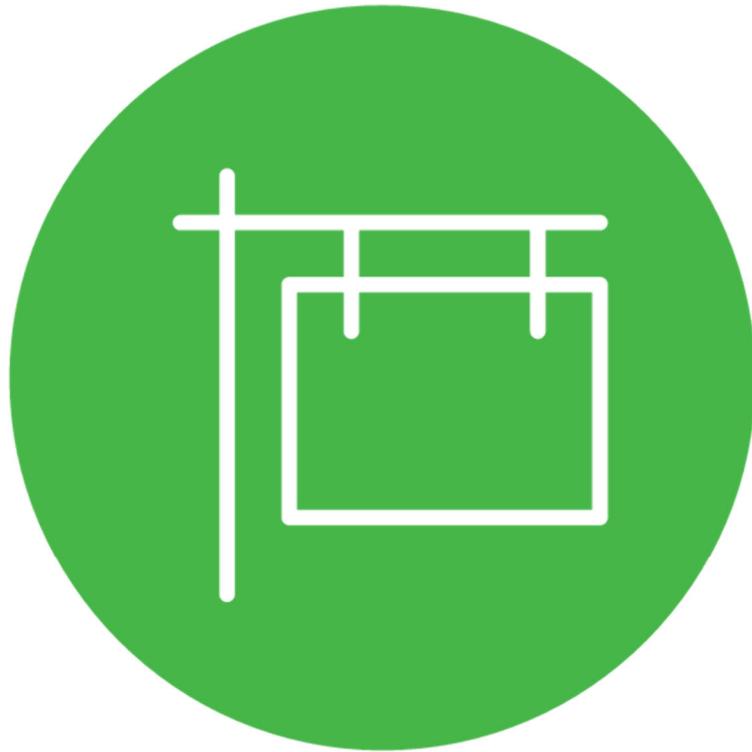
Signature: _____

Name of Creditor: _____

Address of Creditor: _____

Phone Number: _____

Exhibit B – Invitation for Proposals or Offers



620 – 626 Ellice Avenue – In Receivership
Request for Proposals or Offers

October 8, 2019

Introduction and Disclaimer

Deloitte Restructuring Inc. (“**Deloitte**”) was appointed as Receiver (the “**Receiver**”) of all the assets, undertakings and properties of 6382330 Manitoba Ltd., PGRP Properties Inc., and 6472240 Manitoba Ltd. (collectively the “**Debtors**”) acquired for or used in relation to the business carried on by the Debtors at the real property located at 620-626 Ellice Avenue, Winnipeg, Manitoba (the “**Property**”) pursuant to an order from the Court of the Queen’s Bench for Manitoba (the “**Court**”) dated September 26, 2019.

This Information Summary (the “**Summary**”) 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 the Summary.

The information provided herein was obtained from the books and records of the Debtors as well as from discussions with various parties. This Summary is being provided for the sole use of prospective agents/purchasers in considering their interest in selling or acquiring the Property on behalf of the Receiver, and does not purport to contain all of the information relating to the Property that a party may need or desire. As such, interested parties should conduct their own investigation and due diligence on the Property and the information contained in this Summary. 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 Summary and shall have no liability for any representations expressed or implied herein, or for any omissions from this Summary or for any other written or oral communication transmitted to parties in the course of their evaluation of the Property. The Receiver makes no representations or warranties of any kind relating to the Property, expressed or implied, including, without limitation, as to the description, condition, suitability for purpose, size, quantity, or value of the Property.

The Opportunity

The Property is a mixed-use commercial/apartment complex located at 620-626 Ellice Avenue in Winnipeg, Manitoba.

The Receiver is currently seeking proposals from realtors and brokers to assist with the realization of the Property (the “**Proposal**”). The successful proponent must be licensed to sell real estate in the province of Manitoba, demonstrate an understanding of sales within the context of a receivership process, have recent experience selling comparable types of properties, and have the ability to market the Properties to commercial investors. **Any Proposal must include:**

- A detailed sales and marketing strategy including proposed timeframes, marketing budgets, and any related costs;
- Proposed commission structure;
- Proposed listing price and estimated sale price for the Property; and
- Any other information the proponent considers pertinent to the Proposal.

The Receiver is also considering offers (the “**Offer**”) for the purchase of the Property. **Any Offer must:**

- Be made in writing to the Receiver, in the form provided by the Receiver;
- Detail the name of the principal/entity making the Offer;
- Detail the offered price and any financial terms and conditions to which the Offer is subject;
- Outline the source of financing for the Offer;
- Outline the proposed closing date; and
- Acknowledge that the Offer is on an “as-is, where-is” basis with no representations or warranties of any kind from the Receiver.

A form of Offer can be obtained from the Receiver.

The Property

The Property that the Receiver is seeking to sell is as follows:

Property Address	620-626 Ellice Avenue, Winnipeg, Manitoba
Type of Property	Mixed-use Commercial/Apartment
Legal Description	<ul style="list-style-type: none"> Title Number 2607169/1: SP Lots 23, 24, 25 and 26 Plan 33483 WLTO in RL 71 and 72 Parish of St James Title Number 2607170/1: SP Lot 22 Plan 33483 WLTO in RL 71 and 72 Parish of St James
Zoning	RMFM – Res – Multi-Family
Roll Number	13041008500
2019 Property Taxes	\$48,564
2020 Assessment Roll Value	\$3,432,000
Assessed Land Area	13,337 sq. feet
Unit descriptions	<p>Apartments:</p> <ul style="list-style-type: none"> 25 Bachelor; 10 One-Bedroom; and 4 Two-Bedroom. <p>Commercial:</p> <ul style="list-style-type: none"> Approximately 1,400 sq. ft. <p>Parking:</p> <ul style="list-style-type: none"> 20 Surface spaces
Building Age	Built in 1909, rehabilitated in 2013/2014



Proposal or Offer Deadline

All Proposals and Offers must be submitted in writing, delivered by email or facsimile, and received by John Fritz of the Receiver's office at Suite 2300, 360 Main Street, Winnipeg, MB R3C 3Z3 by no later than **12:00 noon Central Daylight Time on Friday the 25th day of October, 2019 (the "Deadline Date")**.

Terms and Conditions

The Receiver is not in any way under any obligation to accept any Proposal or Offer received (including the most favourable Proposal or highest Offer) and all decisions respecting the acceptance or rejection by the Receiver of any Proposal or Offer shall be made at the Receiver's sole discretion. The Receiver shall be entitled to accept Proposals or Offers prior to the Deadline Date.

Any Proposal or Offer submitted to the Receiver must provide acknowledgment of the following:

- That the acceptance by the Receiver of any Offer will require approval of the Court, and the acceptance of any Proposal may also require approval of the Court;
- That the Property and any related assets are to be disposed of by the Receiver on an "as is, where is" basis; and
- That the Receiver makes no representations or warranties of any kind relating to the Property, expressed or implied, including as to the description, condition, suitability for purpose, size, quantity, or value of the Property.

Questions / Further Information / Viewings

Any questions or requests for further information or viewing of the Properties should be directed to Deloitte Restructuring Inc., whose contact information is listed below.

DELOITTE RESTRUCTURING INC.

in its capacity as Receiver of
6382330 Manitoba Ltd., PGRP
Properties Inc., and 6472240
Manitoba Ltd.

Suite 2300 – 360 Main Street
Winnipeg, MB R3C 3Z3

Attention: **John Fritz**
Telephone: (204)944-3586
Facsimile: (204)947-2689
Email: jofritz@deloitte.ca

Deloitte.

www.deloitte.ca

Deloitte, one of Canada's leading professional services firms, provides audit, tax, consulting, and financial advisory services. Deloitte LLP, an Ontario limited liability partnership, is the Canadian member firm of Deloitte Touche Tohmatsu Limited.

Deloitte refers to one or more of Deloitte Touche Tohmatsu Limited, a UK private company limited by guarantee, and its network of member firms, each of which is a legally separate and independent entity. Please see www.deloitte.com/about for a detailed description of the legal structure of Deloitte Touche Tohmatsu Limited and its member firms.

© Deloitte LLP and affiliated entities.

OFFER TO PURCHASE

**TO: DELOITTE RESTRUCTURING INC.,
Receiver of 6382330 Manitoba Ltd., PGRP Properties Inc., and 6472240 Manitoba Ltd.**
Suite 2300 - 360 Main Street
Winnipeg, MB R3C 3Z3

Attention: John Fritz

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

The undersigned, being an authorized representative of the Offeror, acknowledges that the Offeror has inspected and satisfied itself as to the condition of the 620-626 Ellice Avenue (the "**Property**") and that this Offer is made for the Property on an entirely "as-is, where is" basis with no representations or warranties any kind from Deloitte Restructuring Inc. as Receiver. The undersigned further acknowledges and understands that any acceptance of this Offer by the Receiver will require the further approval of the Court.

***Offer in Canadian dollars
(excluding any applicable taxes)***

Offer Price	\$
-------------	----

Financial terms and conditions (if any)

Source of financing for Offer Price

Proposed closing date

Signed
Per:
Title:

Witness

Exhibit C – City of Winnipeg Assessment and Taxation Department Assessment Roll

620 Ellice Avenue

Roll Number: 13041008500

St Matthews

The Assessment and Taxation Department does not warrant or make any representations as to the quality, content, accuracy, or completeness of the information, text, graphics, links and other items contained on this website ("winnipegassessment.com") or any other website. Such materials have been compiled from a variety of sources and are subject to change without notice from the Assessment and Taxation Department.

2020 Assessment Roll (Market value as at April 1,2018)

Property Class(es)	Status(es)	Assessed Value
Residential 2	Taxable	\$3,094,000
Other	Taxable	\$338,000

Property Information

Property Use Code

RESAM - Apartments Multi Use

Assessed Land Area

13,337 sq. ft.

Zoning

RMFM - Res - Multi-Family

Water Frontage Measurement

231.80 ft.

Sewer Frontage Measurement

231.80 ft.

Property Influences

Heavy Traffic
External Corner
Bus Route
Bus Stop

Exhibit D – Assigned Agreements

Assigned Agreements

Laundry Room Lease and Service Agreement dated September 12, 2012 between 6382330 Manitoba Ltd. and Coinamatic Canada Inc.

Main Floor Commercial Space Lease dated May 1, 2015 between 6382330 Manitoba Ltd. and Ryan Doering operating as Pawn Traders

Residential Tenant Leases for the following occupied units: 01, 02, 03, 101, 102, 201, 204, 206, 208, 211, 302, 304, 305, 307

Exhibit E – Fees and Disbursements of the Receiver

6382330 MANITOBA LTD., PGRP PROPERTIES INC., AND 6472240 MANITOBA LTD.

SUMMARY OF RECEIVER FEES AND DISBURSEMENTS

Date	Invoice #	Fees	Disbursements	GST	Total	Hours
19-Nov-19	8000876837	\$ 53,950	\$ -	\$ 2,698	\$ 56,648	143.4
8-Jan-20	8000950015	35,763	-	1,788	37,551	107.3
9-Mar-20	8001055456	39,625	-	1,981	41,606	112.8
3-Jun-20	8001220365	32,488	-	1,624	34,112	90.0
6-Aug-20	8001309139	24,063	-	1,203	25,266	64.7
26-Oct-20	8001423173	28,175	-	1,409	29,584	73.1
7-Dec-20	8001497059	16,600	-	830	17,430	40.6
Total		\$ 230,663	\$ -	\$ 11,533	\$ 242,196	631.9



Invoice 8000876837

Deloitte Restructuring Inc.

360 Main St
Suite 2300
Winnipeg MB R3C 3Z3

ATTN: Marlene Starenky
Royal Bank of Canada
335, 8 Avenue SW, 5th Floor
Calgary AB T2P 1C9
Canada

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

Date: November 19, 2019
Client No.: 1136959
WBS#: ROY00420
Engagement Partner: Brent Warga
GST Registration: 122893605RT0001

For professional services rendered

Fees

In accordance with the Court Appointed Receivership proceedings of 6382330 Manitoba Ltd., PGRP Properties Inc., and 6472240 Manitoba Ltd. for the period September 26, 2019 to November 13, 2019:

B. Warga - Partner (33.0 hrs): 16,500.00
J. Keeble - Partner (0.3 hrs): 150.00
R. Adlington - Partner (0.5 hrs): 250.00
J. Fritz - Senior Manager (77.2 hrs): 28,950.00
T. Dew - Senior Associate (28.7 hrs): 7,175.00
N. Anderson - Senior Associate (3.7 hrs): 925.00
Total (143.4 hrs): 53,950.00

GST applicable 53,950.00

Sales Tax

GST at 5.00% 2,697.50

Total Amount Due (CAD) 56,647.50

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.

**6382330 MANITOBA LTD., PGRP PROPERTIES INC., AND 6472240 MANITOBA LTD
RECEIVERSHIP TIME SUMMARY
INVOICE NO: 8000876837**

Date	Name	Hours	Total	Description
9/26/2019	Anderson, Nathan	3.7	\$ 925.00	Tour of 626 Ellice Ave; meeting with principals; review of materials provided and discussion with B. Warga and J. Fritz for steps to be undertaken by the Receiver.
9/26/2019	Fritz, John	4.0	1,500.00	Meeting at 620 Ellice; review and commentary re: Order changes; meeting with Management and correspondence with Management and suppliers.
9/26/2019	Warga, Brent	4.9	2,450.00	Attendance at Court Hearing; tour of the property with Management; meeting with Management at Deloitte; drafting of website posting.
9/27/2019	Fritz, John	2.0	750.00	Correspondence with Management and parties re: servicing the property.
9/27/2019	Warga, Brent	2.4	1,200.00	Call with legal counsel; e-mail correspondence with RBC and RBC's legal counsel; drafting of borrowing certificate; call with Armour (property manager); review of notices.
9/30/2019	Dew, Todd	1.3	325.00	Trust accounting; open file and input creditors for notice.
9/30/2019	Fritz, John	1.5	562.50	Discussion with Realtor; correspondence with FC&A re: alternate insurance coverage.
9/30/2019	Warga, Brent	2.2	1,100.00	E-mail correspondence with G. Collins & P. Penner; e-mail correspondence with Armour Management; drafting of Notice and Statement of the Receiver.
10/1/2019	Fritz, John	1.5	562.50	Calls and correspondence with Management and Property Manager; contractor correspondence.
10/1/2019	Warga, Brent	2.1	1,050.00	Call with M. Romani (Armour); drafting of contractor contracts; e-mail correspondence with G. Collins.
10/2/2019	Fritz, John	2.7	1,012.50	Review of correspondence from Management; preparation for and meeting with existing realtor and Management; Management meeting re: operational items.
10/2/2019	Warga, Brent	1.6	800.00	Meeting with G. Collins and M. Thiessen (Realtor); review of various e-mail correspondence.
10/3/2019	Dew, Todd	1.0	250.00	Open file in Ascend; format creditors; assist with Form 87.
10/3/2019	Fritz, John	2.9	1,087.50	Compliance with notice requirements; borrowing certificate correspondence; contract review and correspondence with Management.
10/3/2019	Warga, Brent	0.8	400.00	Review of various e-mail correspondence.
10/4/2019	Dew, Todd	2.0	500.00	Preparation of and sending Demand for Notice and Form 87 Notice and Statement of Receiver to creditors, CRA and the OSB.
10/4/2019	Fritz, John	2.4	900.00	Operational items; calls and correspondence with Management; finalize notices for distribution; insurance correspondence.
10/4/2019	Warga, Brent	1.4	700.00	Review and finalization of Notice and Statement of the Receiver; review of various e-mail correspondence.
10/4/2019	Adlington, Ryan	0.5	250.00	QAR Notice and Statement.
10/7/2019	Fritz, John	2.5	937.50	Draft Teaser document; correspondence with interested parties.
10/7/2019	Warga, Brent	1.5	750.00	Calls with P. Penner; call with SCU; review of teaser.
10/7/2019	Keeble, Jeff	0.3	150.00	QAR teaser package.
10/8/2019	Fritz, John	3.9	1,462.50	Teaser document finalization and distribution to counsel for commentary; compilation of interested parties; correspondence with Management; correspondence with Property Manager.
10/8/2019	Warga, Brent	0.3	150.00	Call with MB Hydro.
10/9/2019	Fritz, John	1.3	487.50	Incorporation of Counsel's commentary into solicitation document; correspondence to/from Management and Property Manager.
10/9/2019	Warga, Brent	1.3	650.00	Review of teaser package and comments from legal; review of e-mail correspondence from P. Penner.
10/10/2019	Dew, Todd	0.6	150.00	Trust accounting.
10/10/2019	Fritz, John	6.5	2,437.50	Telephone call and correspondence with Management re: building management items; sale process items, appraisal, etc; calls and correspondence with potential interested parties in Proposal and Sale Process.
10/10/2019	Warga, Brent	1.6	800.00	Review of various e-mail correspondence; call with P. Penner.
10/11/2019	Dew, Todd	1.0	250.00	Phone calls and emails to interested parties.
10/11/2019	Fritz, John	5.3	1,987.50	Drafting of Confidentiality Agreement; correspondence with interested parties and appraisers; discussion and correspondence with Management and Property Managers re: operational and sales process items.
10/11/2019	Warga, Brent	0.6	300.00	Various matters with J. Fritz; review of non-disclosure agreement.
10/14/2019	Fritz, John	1.8	675.00	Compilation of building information for interested parties review; correspondence and questions to Management.
10/15/2019	Dew, Todd	0.5	125.00	Emails and phone calls to interested parties.
10/15/2019	Fritz, John	3.6	1,350.00	Calls and correspondence with interested parties; distribution of confidentiality agreements; correspondence with Property Manager re: Property details and information requests; formatting information for interested parties.
10/15/2019	Warga, Brent	0.5	250.00	Discussions with J. Fritz re: file matters.
10/16/2019	Fritz, John	4.2	1,575.00	Interested parties correspondence and confidentiality documentation; logistics for site visits; compilation of due diligence items; correspondence with Management re: information requests.
10/16/2019	Warga, Brent	0.5	250.00	Review of schedules to be shared with interest parties; various file discussions with J. Fritz; review of e-mail correspondence.
10/17/2019	Fritz, John	3.4	1,275.00	Telephone and Email correspondence with Management and interested parties re: due diligence items, operations, site visits, confidentiality agreements; appraisal matters.
10/17/2019	Warga, Brent	0.5	250.00	Review of various e-mail correspondence; discussion of file matters with J. Fritz.
10/18/2019	Dew, Todd	1.5	375.00	Review material on the sale package and the Confidentiality Agreement; attend for meeting with an interested party.
10/18/2019	Fritz, John	3.6	1,350.00	Correspondence with Management and Property Manager re: due diligence items; correspondence by email and telephone to interested parties; site visits for interested parties.
10/21/2019	Dew, Todd	2.0	500.00	Attend premises and meet with interested parties.
10/21/2019	Fritz, John	2.0	750.00	Correspondence and calls with Management re: due diligence items and operational logistics; call and correspondence with Property Manager re: records and transactional matters; correspondence and calls with interested parties.
10/21/2019	Warga, Brent	0.7	350.00	Various file discussions with J. Fritz.
10/22/2019	Dew, Todd	0.6	150.00	Emails and phone calls re: creditors and file matters.
10/22/2019	Fritz, John	2.5	937.50	Correspondence with interested parties; compilation and distribution of confidential diligence materials.
10/23/2019	Fritz, John	1.5	562.50	Due diligence items; email and telephone correspondence with interested parties.
10/23/2019	Warga, Brent	0.4	200.00	Review of realtor submissions; discussions with J. Fritz re: file matters.
10/24/2019	Dew, Todd	2.5	625.00	Review MB hydro meters summary and compare to rent roll; emails; phone calls; open Receiver GST account.
10/24/2019	Fritz, John	1.1	412.50	Interested parties information requests; correspondence and calls with interested parties and Management; property management correspondence re: operational issues and utilities.
10/25/2019	Fritz, John	2.9	1,087.50	Correspondence with Management and Property Manager re: operational items; review and summary of results from solicitation process.
10/25/2019	Warga, Brent	0.5	250.00	Call with Armour; discussions with J. Fritz re: file matters.
10/27/2019	Fritz, John	0.5	187.50	Correspondence with Property Management; finalize draft correspondence to RBC re: Solicitation Process.

**6382330 MANITOBA LTD., PGRP PROPERTIES INC., AND 6472240 MANITOBA LTD
RECEIVERSHIP TIME SUMMARY
INVOICE NO: 8000876837**

Date	Name	Hours	Total	Description
10/28/2019	Dew, Todd	3.0	750.00	Attend location to meet with PGRP representatives and an appraiser; format MB Hydro listing, rent roll. and tenant information.
10/28/2019	Fritz, John	1.4	525.00	Update from and direction to T. Dew; review of information from appraiser and correspondence with same; finalize correspondence to RBC and review with B. Warga.
10/28/2019	Warga, Brent	2.6	1,300.00	Drafting of First Report of the Receiver; review of e-mail correspondence to RBC.
10/29/2019	Dew, Todd	1.5	375.00	Discussion with J. Fritz re: water bills and MTS bills; emails and phone calls to City of Winnipeg Water; emails and texts to PGRP personnel re: tenant and utility information requests.
10/29/2019	Fritz, John	2.6	975.00	Preparation for and onsite meeting with Armour Management; operational items with Management.
10/29/2019	Warga, Brent	1.2	600.00	Meeting with Armour; preparation for same.
10/30/2019	Warga, Brent	1.3	650.00	E-mail correspondence with RBC; discussions with J. Fritz re: realtor communications.
10/31/2019	Dew, Todd	0.3	75.00	Trust accounting.
10/31/2019	Fritz, John	1.1	412.50	Correspondence to Armour Management re: questions and outstanding items; call with Armour.
10/31/2019	Warga, Brent	1.1	550.00	Drafting of First Report.
11/4/2019	Dew, Todd	2.0	500.00	Review water meter account numbers; email MTS court order and request for new accounts.
11/4/2019	Fritz, John	0.7	262.50	Direction to T. Dew; tracking operational expenses.
11/5/2019	Dew, Todd	1.4	350.00	Emails and faxes re: bank statements; telephone call to MTS re: disconnected lines; request for water meter readings.
11/5/2019	Fritz, John	0.9	337.50	Correspondence with Property Manager and onsite staff re: operational items; call with Appraiser.
11/6/2019	Dew, Todd	1.5	375.00	Emails and phone calls with landlord, MTS re: cameras and alarm lines; update City of Winnipeg Water bills spreadsheet; communications with landlords re: water bills and meters.
11/6/2019	Fritz, John	1.1	412.50	Correspondence with Appraiser; direction to T. Dew re: utilities, etc.
11/7/2019	Dew, Todd	1.0	250.00	Emails, texts and phone calls with caretakers re: water accounts and hydro meters; telephone call with MTS re: closure of accounts and reinstatement of MTS accounts.
11/7/2019	Fritz, John	1.5	562.50	Correspondence with Appraisal Group re: Appraisal items and influences on value; correspondence with property management re: utilities items and accounting.
11/7/2019	Warga, Brent	0.6	300.00	E-mail correspondence with Armour; discussions with J. Fritz re: file matters.
11/8/2019	Dew, Todd	2.5	625.00	Trust accounting; emails and telephone calls re: alarm lines on location; review utility bills and lease agreements.
11/8/2019	Dew, Todd	0.5	125.00	Trust accounting; emails and telephone calls re: alarm lines on location; review utility bills and lease agreements.
11/8/2019	Fritz, John	1.5	562.50	Direction to T. Dew re: operational items; meeting with Management re: operations and sales process; discussions with interested parties.
11/8/2019	Warga, Brent	1.1	550.00	Meeting with G. Collins; e-mail to RBC; review of appraisal; discussion with J. Fritz re: file matters.
11/12/2019	Fritz, John	0.8	300.00	Correspondence with Management and Property Manager re: operational issues; review of revised listing agreement and provision to Counsel for review.
11/12/2019	Warga, Brent	0.5	250.00	Review of various e-mail correspondence.
11/13/2019	Dew, Todd	2.0	500.00	Review and categorize leases, City of Winnipeg Water bills and Manitoba Hydro bills for individual suites.
11/13/2019	Fritz, John	2.0	750.00	Review of schedules and direction to T. Dew re: operational items; correspondence to and call with property manager and B. Warga.
11/13/2019	Warga, Brent	0.8	400.00	Call with Armour; e-mail correspondence with RBC re: status update.
Total		143.4	\$ 53,950.00	



Invoice 8000950015

Deloitte Restructuring Inc.
360 Main St
Suite 2300
Winnipeg MB R3C 3Z3

ATTN: Marlene Starenky
Royal Bank of Canada
335, 8 Avenue SW, 5th Floor
Calgary AB T2P 1C9
Canada

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

Date: January 08, 2020
Client No.: 1136959
WBS#: ROY00420
Engagement Partner: Brent Warga
GST Registration: 133245290RT0001

For professional services rendered

Fees

In accordance with the Court Appointed Receivership proceedings of 6382330 Manitoba Ltd., PGRP Properties Inc., and 6472240 Manitoba Ltd. for the period November 14, 2019 to December 31, 2019:

B. Warga - Partner (10.0 hrs): 5,000.00
J. Fritz - Senior Manager (51.5 hrs): 19,312.50
T. Dew - Senior Associate (42.6 hrs): 10,650.00
N. Anderson - Senior Associate (3.2 hrs): 800.00
Total (107.3 hrs): 35,762.50

GST applicable 35,762.50

Sales Tax

GST at 5.00% 1,788.13

Total Amount Due (CAD) 37,550.63

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

6382330 MANITOBA LTD., PGRP PROPERTIES INC., AND 6472240 MANITOBA LTD
RECEIVERSHIP TIME SUMMARY
INVOICE NO: 8000950015

Date	Name	Hours	Total	Description
11/14/2019	Dew, Todd	4.0	\$ 1,000.00	Prepare lease and utilities summary for meeting with Armour personnel and caretaker; attend meeting at Armour office; telephone call to City of Winnipeg re: water bills.
11/14/2019	Fritz, John	4.5	1,687.50	Preparation for and direction to T. Dew re: meeting with property manager; meeting with property manager and onsite caretakers re: rent roll and operational items; follow-up correspondence to all parties re: meeting items to complete.
11/14/2019	Warga, Brent	0.8	400.00	Review/editing of Cushman listing agreement; discussion of file matters with J. Fritz.
11/15/2019	Dew, Todd	2.0	500.00	Trust accounting; various e-mail correspondence; discussions with caretakers; telephone call with G. Collins.
11/15/2019	Fritz, John	2.1	787.50	Calls and correspondence with Management, Property Managers and Counsel re: tenancy issues and pending repairs.
11/18/2019	Fritz, John	2.7	1,012.50	Operational items; meeting with G. Collins; correspondence to interested parties; revisions and distribution of listing agreement.
11/18/2019	Warga, Brent	0.3	150.00	Discussions with J. Fritz re: file matters.
11/19/2019	Dew, Todd	1.0	250.00	Various e-mail correspondence; discussions with J. Fritz re: ongoing operations.
11/19/2019	Fritz, John	1.3	487.50	Call with counsel re: Abandonment Processes and Order of Possession; correspondence with Management and Property Manager re: operational items; repairs and tenancy issues.
11/20/2019	Fritz, John	4.2	1,575.00	Correspondence with Realtor re: additional due diligence items for purchasers, sales process, etc.; various correspondence with Property Manager and Management re: operational items (repairs, tenancy issues, building services), alarm service providers.
11/20/2019	Warga, Brent	0.5	250.00	Call with J. Fritz re: file matters; review of various e-mail correspondence.
11/21/2019	Dew, Todd	2.0	500.00	Review various e-mails; correspondence to Gryphon Energetics Ltd. with payment; telephone and emails to SI Alarms re: monitoring of building and outstanding payments; trust accounting.
11/21/2019	Fritz, John	2.1	787.50	Correspondence with Management (operational items and repairs) and Realtor (timing for marketing process).
11/21/2019	Warga, Brent	0.6	300.00	Review of Cushman documents.
11/22/2019	Dew, Todd	1.0	250.00	Review emails and tracking spreadsheets; discussions with J. Fritz re: payables and ongoing operations.
11/22/2019	Fritz, John	0.9	337.50	Correspondence with Management re: operational items.
11/25/2019	Dew, Todd	2.5	625.00	Review of various e-mail correspondence; discussions with Alarm company re: outstanding invoices; meet with J. Fritz and G. Collins.
11/25/2019	Fritz, John	4.0	1,500.00	Meeting with Management re: operational items; various correspondence with onsite management and property managers re: repairs, tenancy issues, and information requests for sales process; call with Property Manager re: accounting items; Realtor call.
11/25/2019	Warga, Brent	0.8	400.00	Review of various e-mail correspondence; call with C. Conn (Scotiabank).
11/26/2019	Dew, Todd	2.0	500.00	Meet on site with caretakers and representatives of Cushman Wakefield.
11/26/2019	Fritz, John	1.2	450.00	Direction to T. Dew re: site visit; review of Realtor's CIM and commentary; call with insurer re: renewal.
11/26/2019	Warga, Brent	1.4	700.00	Review of CIM; review Purchase and Sale Agreement; discussions with J. Fritz re: file matters.
11/27/2019	Dew, Todd	3.0	750.00	Review City of Winnipeg water accounts to rent roll; telephone call to City of Winnipeg re: new accounts under Receivership; various e-mail correspondence; e-mail to Cushman Wakefield re: showings and site visits; trust accounting.
11/28/2019	Dew, Todd	2.0	500.00	Various e-mail correspondence; telephone discussion with MB Hydro and City of Winnipeg re: water bills; discussions with alarm company; set up new utility accounts.
11/29/2019	Dew, Todd	2.0	500.00	Email correspondence with Armour re: onsite issues; telephone discussion with alarm company; daily file administration.
12/1/2019	Fritz, John	1.3	487.50	Review of repair invoices; correspondence with onsite management re: ongoing repairs and invoice payment.
12/2/2019	Dew, Todd	1.5	375.00	Various e-mail correspondence and phone calls; ongoing site issues.
12/3/2019	Dew, Todd	2.0	500.00	Various e-mail correspondence re: site issues; trust accounting; telephone calls to alarm company and monitoring station.
12/3/2019	Warga, Brent	0.3	150.00	Review of e-mail correspondence.
12/4/2019	Dew, Todd	0.4	100.00	Trust accounting.
12/4/2019	Fritz, John	0.8	300.00	Communication with Property and onsite caretakers; review of invoices and payments.
12/4/2019	Warga, Brent	0.4	200.00	Review of various e-mail correspondence.
12/6/2019	Dew, Todd	2.0	500.00	Review of rent roll and Manitoba Hydro bills; various e-mail correspondence.
12/6/2019	Fritz, John	0.4	150.00	Direction to T. Dew re: ongoing billings and operational items; correspondence with onsite and Property Caretakers re: tenancy issues.
12/9/2019	Dew, Todd	2.0	500.00	Trust accounting; review of MB Hydro bills; e-mail review and phone calls re: building matters; addressing alarm issues.
12/9/2019	Fritz, John	3.5	1,312.50	Operational items with Property Manager, onsite Caretakers, and former management; realtor questions and correspondence with former Management; direction to T. Dew.
12/9/2019	Warga, Brent	0.7	350.00	Review of various e-mail correspondence.
12/10/2019	Dew, Todd	3.0	750.00	Trust accounting; review of various e-mail correspondence; review rent roll; addressing alarm issues.
12/10/2019	Fritz, John	4.1	1,537.50	Operational items and accounting with onsite Caretakers and property managers; direction to T. Dew; correspondence with onsite and property Caretakers re: tenant and a/r items.
12/10/2019	Warga, Brent	0.4	200.00	Discussion of various file matters with J. Fritz.
12/11/2019	Dew, Todd	2.0	500.00	Trust accounting; various e-mail correspondence with Armour re: utility bills.
12/11/2019	Fritz, John	2.3	862.50	Operational items; correspondence with onsite Caretakers and property manager; direction to T. Dew.
12/11/2019	Warga, Brent	0.3	150.00	Review of various e-mail correspondence.
12/12/2019	Dew, Todd	0.5	125.00	Review of various e-mail correspondence.
12/12/2019	Fritz, John	0.2	75.00	Direction to T. Dew re: Security.
12/12/2019	Warga, Brent	0.3	150.00	Review of various e-mail correspondence.
12/13/2019	Dew, Todd	1.0	250.00	Review of various e-mails; trust accounting.
12/13/2019	Anderson, Nathan	1.2	300.00	Updates to the R&D and invoice analysis; phone call with Armour Property Management.
12/13/2019	Fritz, John	3.4	1,275.00	Direction to N. Anderson and T. Dew; call with Property Manager; correspondence with onsite Caretakers re: operational items, repairs, maintenance and security.
12/16/2019	Dew, Todd	1.0	250.00	Various e-mail correspondence; trust accounting.
12/16/2019	Anderson, Nathan	0.5	125.00	Drafting and review of R&D.
12/16/2019	Fritz, John	1.0	375.00	Meeting with Cushman & Wakefield re: building items.
12/16/2019	Warga, Brent	0.5	250.00	Review of various e-mail correspondence; meeting with Cushman.
12/17/2019	Anderson, Nathan	0.4	100.00	Meeting with J. Fritz re: file matters; updates to R&D.
12/17/2019	Dew, Todd	3.0	750.00	Various e-mail correspondence; review of utility bills; trust accounting.
12/17/2019	Fritz, John	2.0	750.00	Direction to T. Dew re: Property manager items; correspondence with onsite Caretakers and former ownership re: ongoing property maintenance items.
12/18/2019	Anderson, Nathan	0.6	150.00	Drafting of R&D; adjustments in trust accounting.
12/18/2019	Fritz, John	1.2	450.00	Correspondence with onsite management re: operational items; correspondence with counsel re: service agreement.
12/18/2019	Warga, Brent	0.5	250.00	Review of security contract and discussion with J. Fritz re: same.
12/19/2019	Anderson, Nathan	0.5	125.00	Updates to R&D.

6382330 MANITOBA LTD., PGRP PROPERTIES INC., AND 6472240 MANITOBA LTD
RECEIVERSHIP TIME SUMMARY
INVOICE NO: 8000950015

Date	Name	Hours	Total	Description
12/19/2019	Dew, Todd	1.5	375.00	Trust accounting; various e-mails to Armour Management; review utility bills.
12/19/2019	Fritz, John	3.5	1,312.50	Correspondence with onsite Caretakers; updating pending and completed work schedule; direction to N. Anderson and T. Dew; security company correspondence.
12/20/2019	Dew, Todd	0.2	50.00	Trust accounting.
12/20/2019	Fritz, John	1.5	562.50	Operational matters; correspondence with onsite Caretakers.
12/20/2019	Warga, Brent	0.3	150.00	Review of e-mail correspondence.
12/23/2019	Fritz, John	0.4	150.00	Operational items; correspondence with B. Warga.
12/23/2019	Warga, Brent	1.3	650.00	Calls with legal counsel and Armour re: building matters.
12/24/2019	Dew, Todd	1.0	250.00	Trust accounting; ongoing operational matters.
12/24/2019	Fritz, John	0.3	112.50	Operational correspondence with Onsite Caretakers, Property Manager, and Former Ownership.
12/26/2019	Fritz, John	0.3	112.50	Correspondence to/from onsite Caretakers and Property Manager.
12/27/2019	Fritz, John	0.5	187.50	Correspondence to/from onsite Caretakers and Property Manager.
12/27/2019	Warga, Brent	0.3	150.00	Review of various e-mail correspondence.
12/30/2019	Fritz, John	1.3	487.50	Correspondence with onsite Caretakers and Property Managers re: operational issues.
12/30/2019	Warga, Brent	0.3	150.00	Review of various e-mail correspondence.
12/31/2019	Fritz, John	0.5	187.50	Correspondence with onsite Caretakers re: operational issues.
Total		107.3	\$ 35,762.50	



Invoice 8001055456

Deloitte Restructuring Inc.

360 Main St
Suite 2300
Winnipeg MB R3C 3Z3

ATTN: Marlene Starenky
Royal Bank of Canada
335, 8 Avenue SW, 5th Floor
Calgary AB T2P 1C9
Canada

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

Date: March 09, 2020
Client No.: 1136959
WBS#: ROY00420
Engagement Partner: Brent Warga
GST Registration: 133245290RT0001

For professional services rendered

Fees

In accordance with the Court Appointed Receivership proceedings of 6382330 Manitoba Ltd., PGRP Properties Inc., and 6472240 Manitoba Ltd. for the period January 1, 2020 to March 6, 2020:

B. Warga - Partner (13.1 hrs): 6,550.00
J. Fritz - Senior Manager (65.2 hrs): 24,450.00
T. Dew - Senior Associate (34.5 hrs): 8,625.00
Total (112.8 hrs): 39,625.00

Sales Tax

GST applicable 39,625.00

GST at 5.00% 1,981.25

Total Amount Due (CAD) 41,606.25

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.

6382330 MANITOBA LTD., PGRP PROPERTIES INC., AND 6472240 MANITOBA LTD
RECEIVERSHIP TIME SUMMARY
INVOICE NO: 80001055456

Date	Name	Hours	Total	Description
1/2/2020	Dew, Todd	2.0	\$ 500.00	Trust accounting; review of various e-mail correspondence.
1/2/2020	Fritz, John	2.7	1,012.50	Correspondence with onsite management; review of invoice submissions; operational items.
1/3/2020	Dew, Todd	1.0	250.00	Trust accounting; review of various e-mail correspondence.
1/3/2020	Fritz, John	0.9	337.50	Correspondence with onsite management re: operational issues.
1/4/2020	Fritz, John	0.6	225.00	Correspondence to/from Armour re: operational items.
1/6/2020	Fritz, John	1.0	375.00	Correspondence with onsite Management and Armour re: Operational issues.
1/6/2020	Warga, Brent	0.8	400.00	Review of e-mail correspondence; e-mail correspondence with legal counsel; call with counsel; call with Armour.
1/7/2020	Dew, Todd	1.0	250.00	Trust accounting; review of various e-mail correspondence.
1/7/2020	Fritz, John	2.8	1,050.00	Correspondence with Armour; operational payment review and processing; correspondence with onsite Management re: ongoing repairs and maintenance items and tracking.
1/7/2020	Warga, Brent	0.6	300.00	Call with Armour; review of various e-mail correspondence.
1/8/2020	Dew, Todd	1.2	300.00	Trust accounting; review of various e-mail correspondence.
1/8/2020	Fritz, John	0.6	225.00	Correspondence with onsite Management and Armour re: tenancy and operational items.
1/9/2020	Dew, Todd	0.3	75.00	Preparation of GST return.
1/9/2020	Fritz, John	3.4	1,275.00	Call with Realtor; correspondence with onsite Management re: operational issues; correspondence to Armour re: financial reporting; collections and tenancy issues.
1/9/2020	Warga, Brent	1.1	550.00	Call with realtor; update to R&D; e-mail correspondence with RBC.
1/10/2020	Dew, Todd	1.0	250.00	Reconcile outstanding hydro bills; review of various e-mail correspondence.
1/10/2020	Fritz, John	1.6	600.00	Direction to T. Dew re: operational items and correspondence with Armour; call with Armour re: reporting and current rent collections.
1/13/2020	Dew, Todd	1.5	375.00	Review of utility bills; trust accounting; e-mail to Armour re: outstanding issues.
1/13/2020	Fritz, John	0.2	75.00	Correspondence with Armour and onsite caretakers.
1/14/2020	Dew, Todd	0.4	100.00	Review of various e-mail correspondence; general file administration.
1/14/2020	Fritz, John	1.9	712.50	Correspondence with onsite caretakers re: operational items and tenancy issues; correspondence with Armour re: reporting and ongoing receivables collection status; direction to T. Dew.
1/15/2020	Dew, Todd	1.0	250.00	Call with MB Hydro re: outstanding bills and amended balances owing; review of various e-mail correspondence; trust accounting.
1/15/2020	Fritz, John	1.7	637.50	Correspondence to onsite caretakers re: repairs and approval of same; review of utility billings by suite and identification of charge backs; direction to T. Dew.
1/16/2020	Dew, Todd	1.0	250.00	Trust accounting; review of various e-mail correspondence.
1/16/2020	Fritz, John	2.2	825.00	Correspondence with onsite caretakers re: repairs and maintenance items; review of utilities invoicing and direction to T. Dew re: tenant charge backs; correspondence with insurance companies re: ongoing coverage.
1/16/2020	Warga, Brent	0.3	150.00	Call with realtor re: property interest.
1/17/2020	Fritz, John	1.1	412.50	Correspondence with insurance brokers re: obtaining property insurance quotations; correspondence with Armour re: surplus funds and accounting.
1/20/2020	Dew, Todd	1.5	375.00	Utility bill review; review of various e-mail correspondence.
1/20/2020	Fritz, John	0.7	262.50	Correspondence with onsite caretakers re: repairs and maintenance and Armour re: tenancy issues.
1/20/2020	Warga, Brent	0.5	250.00	Discussions with J. Fritz re: file matters; review of various e-mail correspondence.
1/21/2020	Dew, Todd	1.0	250.00	Review of various e-mail correspondence; trust accounting.
1/21/2020	Fritz, John	0.6	225.00	Review of security correspondence and invoicing and response to same; insurance correspondence.
1/22/2020	Fritz, John	0.2	75.00	Insurance enquiry re: FC&A additional coverage.
1/23/2020	Fritz, John	1.9	712.50	Water billing issues; insurance correspondence and enquiries; realtor call and update to RBC.
1/23/2020	Warga, Brent	0.6	300.00	Call with Cushman; review of e-mail correspondence; e-mail correspondence to RBC.
1/24/2020	Dew, Todd	1.0	250.00	Trust accounting; e-mails re: water bills; call to City of Winnipeg re: outstanding water bills.
1/24/2020	Fritz, John	2.1	787.50	Onsite caretaker correspondence; review of submitted invoices; summary of outstanding repairs and maintenance; direction to T. Dew re: utilities and operational items.
1/24/2020	Warga, Brent	0.3	150.00	Review of e-mail correspondence.
1/27/2020	Dew, Todd	0.4	100.00	Update to GST returns; review of various e-mail correspondence.
1/28/2020	Dew, Todd	0.5	125.00	Trust accounting.
1/28/2020	Fritz, John	1.3	487.50	Correspondence with Armour and onsite caretakers re: repairs and maintenance, and tenancy items.
1/29/2020	Dew, Todd	0.5	125.00	Trust accounting.
1/29/2020	Fritz, John	2.6	975.00	Correspondence with onsite caretakers re: repairs and maintenance and information requests; call with appraiser re: building value; insurance calls and correspondence re: ongoing coverage.
1/30/2020	Dew, Todd	0.5	125.00	Review of various e-mail correspondence.
1/30/2020	Fritz, John	1.0	375.00	Insurance calls with counsel to RBC and brokers; call with realtor.
1/30/2020	Warga, Brent	0.6	300.00	Calls and e-mail correspondence with M. Dow re: insurance coverage.
1/31/2020	Fritz, John	1.2	450.00	Finalization of insurance coverage; appraiser correspondence; correspondence with onsite caretakers re: operational items.
1/31/2020	Warga, Brent	0.2	100.00	E-mail correspondence with RBC.
2/3/2020	Dew, Todd	0.5	125.00	Review of various e-mail correspondence; correspondence with Cushman.
2/3/2020	Fritz, John	2.9	1,087.50	Correspondence with Armour onsite caretakers; review of outstanding repairs listing and update work statement for invoices submitted; invoice review and requests for payment.
2/4/2020	Dew, Todd	2.0	500.00	Trust accounting; review of various e-mail correspondence.
2/4/2020	Fritz, John	3.1	1,162.50	Review of rent roll; review of receivables and financial reporting; correspondence with onsite caretakers and Armour re: operational items and financial reporting.
2/4/2020	Warga, Brent	0.7	350.00	Discussions with J. Fritz re: file matters; review of various e-mail correspondence; e-mail correspondence to/from Armour.
2/5/2020	Dew, Todd	0.6	150.00	Review of various e-mail correspondence; trust accounting.
2/6/2020	Dew, Todd	1.0	250.00	Review utility bills; e-mails to City of Winnipeg re: water accounts.
2/7/2020	Dew, Todd	1.2	300.00	Trust accounting; review utility bills for payment.
2/10/2020	Dew, Todd	2.0	500.00	Trust accounting; e-mails to City of Winnipeg re: water accounts; review utility bills.
2/10/2020	Fritz, John	1.9	712.50	Call with Armour and B. Warga re: accounts receivable, tenancies, etc.; call and correspondence with onsite caretakers re: operational items and outstanding work summary for approval; direction to T. Dew re: utilities.
2/10/2020	Warga, Brent	0.6	300.00	Call with Armour; e-mail correspondence with RBC; discussions with J. Fritz re: file matters.
2/11/2020	Fritz, John	2.1	787.50	Correspondence to onsite caretakers re: outstanding and operational items; correspondence with Realtor re: enquiries; correspondence with Armour re: receivable collections and tenancy matters.
2/11/2020	Warga, Brent	0.4	200.00	Review of e-mail correspondence from Armour.
2/12/2020	Dew, Todd	0.5	125.00	Trust accounting.
2/12/2020	Fritz, John	0.7	262.50	Rent roll review; provision of rent roll to realtor; correspondence with Armour, correspondence with onsite caretakers.
2/13/2020	Dew, Todd	1.0	250.00	Review of various e-mail correspondence; review water bills; e-mails re: MB Hydro bills; trust accounting.

6382330 MANITOBA LTD., PGRP PROPERTIES INC., AND 6472240 MANITOBA LTD
RECEIVERSHIP TIME SUMMARY
INVOICE NO: 80001055456

Date	Name	Hours	Total	Description
2/13/2020	Fritz, John	2.1	787.50	Correspondence/calls with onsite caretakers; review of a/r and correspondence to Armour re: outstanding accounts; Armour correspondence re: accounting and maintenance items.
2/13/2020	Warga, Brent	0.2	100.00	Discussion with J. Fritz re: file matters.
2/14/2020	Fritz, John	3.3	1,237.50	Call and meeting with onsite caretakers re: operational items and ongoing repairs; correspondence with Armour; review and finalization of ongoing payables.
2/14/2020	Warga, Brent	0.3	150.00	Discussions with J. Fritz re: file matters.
2/18/2020	Dew, Todd	2.0	500.00	Trust accounting; review of various e-mail correspondence; call to City of Winnipeg re: water meter exchange.
2/18/2020	Fritz, John	0.9	337.50	Draft tenant tracking spreadsheet; correspondence to Armour; realtor update to RBC.
2/18/2020	Warga, Brent	0.3	150.00	E-mail correspondence to RBC re: interested parties.
2/19/2020	Fritz, John	1.1	412.50	Accounts receivable and tenancy issues review and correspondence with onsite caretakers and Armour.
2/19/2020	Warga, Brent	0.3	150.00	Review of various e-mail correspondence.
2/20/2020	Dew, Todd	0.5	125.00	Review of various e-mail correspondence; Manitoba Hydro account review.
2/20/2020	Fritz, John	0.7	262.50	Pending tenant matters; correspondence with onsite caretakers and Armour.
2/20/2020	Warga, Brent	0.7	350.00	Call with Cushman; review of various e-mail correspondence.
2/21/2020	Dew, Todd	1.0	250.00	Review of various e-mail correspondence; trust accounting.
2/21/2020	Fritz, John	1.0	375.00	Correspondence with former owners; onsite caretakers, and Armour re: operational issues; realtor correspondence re: status requests; sales update to RBC.
2/24/2020	Fritz, John	1.0	375.00	Ongoing operational items; onsite caretaker correspondence.
2/25/2020	Fritz, John	1.2	450.00	Review of onsite caretaker's invoices submitted; clarification of certain invoice amounts/duplication of work; update and circulation of Statement of Work document and identification of outstanding approved work.
2/26/2020	Dew, Todd	1.0	250.00	Trust accounting.
2/26/2020	Fritz, John	0.9	337.50	Compilation of outstanding items and invoices for approval; correspondence with onsite caretakers.
2/27/2020	Dew, Todd	1.0	250.00	Trust accounting; review of various e-mail correspondence.
2/27/2020	Fritz, John	1.5	562.50	Correspondence with onsite caretakers re: compensation and operational items; status update from realtor re: property sale; investigation of interested parties' enquiries.
2/27/2020	Warga, Brent	1.3	650.00	Call with Cushman; drafting of First Report.
2/28/2020	Dew, Todd	1.0	250.00	Trust accounting.
2/28/2020	Fritz, John	2.5	937.50	Meeting with and correspondence with onsite caretakers re: operational items; correspondence with Armour re: financial reporting; call with realtor re: pending offer.
2/28/2020	Warga, Brent	1.9	950.00	Drafting of First Report; call with Cushman.
2/28/2020	Warga, Brent	0.7	350.00	Drafting of First Report.
3/2/2020	Fritz, John	0.9	337.50	Correspondence with Armour re: information requests; correspondence with onsite caretakers.
3/2/2020	Warga, Brent	0.2	100.00	Review of e-mail correspondence.
3/3/2020	Dew, Todd	0.5	125.00	W-mails re: hydro bills; trust accounting.
3/4/2020	Dew, Todd	0.3	75.00	Review of various e-mail correspondence; utility bill review.
3/4/2020	Fritz, John	1.1	412.50	Call and correspondence with onsite caretakers re: ongoing operations and repairs.
3/4/2020	Warga, Brent	0.5	250.00	Review of various e-mail correspondence.
3/5/2020	Dew, Todd	0.6	150.00	Trust accounting; review of various e-mail correspondence.
3/5/2020	Fritz, John	2.2	825.00	Call with realtor; compilation of interested party enquiries for realtor; correspondence to Armour re: information requests and operational matters.
3/6/2020	Dew, Todd	2.0	500.00	Trust accounting; review of various e-mail correspondence; review and summarize utility bills.
3/6/2020	Fritz, John	1.8	675.00	Repairs and maintenance status update and review of submitted invoices from onsite caretakers; correspondence with onsite caretakers and Armour.
Total		112.8	\$ 39,625.00	



Invoice 8001220365

Deloitte Restructuring Inc.

360 Main St
Suite 2300
Winnipeg MB R3C 3Z3

ATTN: Marlene Starenky
Royal Bank of Canada
335, 8 Avenue SW, 5th Floor
Calgary AB T2P 1C9
Canada

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

Date: June 03, 2020
Client No.: 1136959
WBS#: ROY00420
Engagement Partner: Brent Warga
GST Registration: 122893605RT0001

For professional services rendered

Fees

In accordance with the Court Appointed Receivership proceedings of 6382330 Manitoba Ltd., PGRP Properties Inc., and 6472240 Manitoba Ltd. for the period March 7, 2020 to May 29, 2020:

B. Warga - Partner (15.8 hrs): 7,900.00
J. Fritz - Senior Manager (48.3 hrs): 18,112.50
T. Dew - Senior Associate (25.9 hrs): 6,475.00
Total (90.0 hrs): 32,487.50

Sales Tax

GST applicable 32,487.50

GST at 5.00% 1,624.38

Total Amount Due (CAD) 34,111.88

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.

**6382330 MANITOBA LTD., PGRP PROPERTIES INC., AND 6472240 MANITOBA LTD
RECEIVERSHIP TIME SUMMARY
INVOICE NO: 8001220365**

Date	Name	Hours	Total	Description
3/9/2020	Fritz, John	1.9	712.50	Correspondence to Property Managers re: A/R review and next steps; correspondence to onsite Managers re: operational items and repairs; update to RBC.
3/9/2020	Warga, Brent	0.3	150.00	Update e-mail to RBC; review of various e-mail correspondence.
3/10/2020	Fritz, John	1.5	562.50	Correspondence with onsite Managers and former ownership re: ongoing sourcing of materials and invoice approval process; correspondence with Property Managers re: financial reporting; arrangement for payment of operational expenses.
3/10/2020	Warga, Brent	0.5	250.00	Review of various e-mail correspondence; e-mail correspondence with RBC.
3/11/2020	Dew, Todd	1.0	250.00	Review and coding of invoices and processing of cheques; trust accounting.
3/11/2020	Fritz, John	0.5	187.50	Onsite manager correspondence re: repairs and tenant items.
3/12/2020	Dew, Todd	1.5	375.00	Hydro bill reconciliation; City of Winnipeg Water reconciliation.
3/13/2020	Dew, Todd	2.0	500.00	Processing of payables; trust accounting; emails with Armour re: Hydro accounts and move in reports.
3/13/2020	Fritz, John	1.5	562.50	Call with realtor; addressing interested party information requests; onsite Manager co-ordination re: payables and operational items.
3/13/2020	Warga, Brent	0.6	300.00	Call with Cushman re: status of sales process; review and signing of cheques.
3/16/2020	Dew, Todd	1.2	300.00	Processing of payables; review Hydro bills.
3/16/2020	Fritz, John	1.5	562.50	Update to repairs listing and compilation of information for interested parties; realtor call re: additional information; correspondence with onsite Caretakers and Property Manager re: operational items.
3/16/2020	Warga, Brent	0.2	100.00	Review of e-mail correspondence.
3/17/2020	Dew, Todd	0.6	150.00	Emails and phone calls to City of Winnipeg water accounts.
3/17/2020	Fritz, John	0.5	187.50	Correspondence with onsite Caretakers and Property Manager re: operational items and outstanding repair items.
3/17/2020	Warga, Brent	0.3	150.00	Review of various e-mail correspondence.
3/18/2020	Fritz, John	0.3	112.50	Correspondence with onsite Managers re: operational and payable items.
3/19/2020	Fritz, John	0.7	262.50	Correspondence with onsite Managers; compilation of billings; outstanding repairs and payment arrangements.
3/19/2020	Warga, Brent	0.3	150.00	Review of various e-mail correspondence.
3/20/2020	Fritz, John	0.3	112.50	RBC update; correspondence with onsite Managers re: ongoing repairs and operations.
3/20/2020	Warga, Brent	0.3	150.00	Review and signing of cheques; review of various e-mail correspondence.
3/26/2020	Dew, Todd	1.0	250.00	Processing of payables; trust accounting.
3/26/2020	Fritz, John	1.5	562.50	Updates to outstanding repair tracking; correspondence with onsite Managers; compilation of payables; correspondence with realtor for the property.
3/27/2020	Fritz, John	1.0	375.00	Correspondence with onsite Managers; operational items; repair approvals for suite abandonment and arrangement for payments, etc.
3/27/2020	Warga, Brent	0.3	150.00	Review and signing of cheques; review of e-mail correspondence.
3/30/2020	Fritz, John	0.5	187.50	Correspondence with onsite Management, Property Manager, and former ownership re: operational items and tenant status.
3/30/2020	Warga, Brent	0.3	150.00	Review of e-mail correspondence.
3/31/2020	Fritz, John	1.0	375.00	Correspondence with Property Manager re: tenant issues and RTB application status; realtor correspondence re: parking status; operational discussions with onsite Managers re: security, repairs, and tenant matters.
4/1/2020	Warga, Brent	0.3	150.00	Discussion of file matters with J. Fritz.
4/2/2020	Dew, Todd	1.0	250.00	Processing of payables.
4/2/2020	Fritz, John	2.5	937.50	Updated statement of outstanding work; review of invoices; arrangement and approval of payables; correspondence with onsite Management re: operational items and repairs; update call with realtor.
4/2/2020	Warga, Brent	0.5	250.00	Call with Cushman re: sales update.
4/3/2020	Warga, Brent	0.4	200.00	Review of e-mail correspondence and signing of cheques.
4/7/2020	Fritz, John	2.0	750.00	Calls and correspondence with onsite Caretakers re: operational items; water penetration and emergency repairs; review of invoices and correspondence to Property Manager re: status of A/R, financial reporting, and tenant items.
4/8/2020	Dew, Todd	1.0	250.00	Processing of payables.
4/8/2020	Fritz, John	2.5	937.50	Review and requests for payment of invoices; review of completed work and work to be completed; correspondence with onsite Managers re: repair items, tenant emergency, and police items, etc; e-mail and call with Property Manager re: financial reporting, security, and tenant matters.
4/8/2020	Warga, Brent	0.2	100.00	Review of e-mail correspondence.
4/9/2020	Dew, Todd	0.6	150.00	Review email re: operations; email Caretakers re: water meter pictures; processing of payables.
4/9/2020	Fritz, John	1.5	562.50	Tenant security items; telephone and email correspondence with onsite Management; Property Managers and IMPACT Security calls; telephone update with realtor re: interested parties update and COVID-19 market effects.
4/9/2020	Warga, Brent	0.5	250.00	Review and signing of cheques; call with Cushman.
4/13/2020	Dew, Todd	0.7	175.00	Trust accounting; email correspondence re: water meter readings.
4/13/2020	Fritz, John	0.3	112.50	Review of realtor information; update to RBC; correspondence with onsite Caretakers.
4/13/2020	Warga, Brent	0.4	200.00	Review of e-mail correspondence to RBC re: realtor update.
4/16/2020	Dew, Todd	0.5	125.00	Processing of payables; review of various e-mail correspondence.
4/16/2020	Fritz, John	0.9	337.50	Onsite Manager operational items; review invoices and authorization of payments; call with Realtor.
4/16/2020	Warga, Brent	0.3	150.00	Call with Cushman.
4/18/2020	Dew, Todd	0.3	75.00	Trust accounting.
4/20/2020	Fritz, John	0.8	300.00	Correspondence and telephone correspondence with Property Manager re: problematic tenant issues; call with IMPACT Security re: additional security patrols.
4/20/2020	Warga, Brent	0.5	250.00	Review of e-mail correspondence; call with Armour re: tenant issues.
4/21/2020	Fritz, John	1.0	375.00	Call with onsite Managers re: tenant and security issues; Call with IMPACT Security, correspondence with Property Managers re: problematic tenants.
4/21/2020	Warga, Brent	0.3	150.00	Discussions with J. Fritz re: file matters.
4/22/2020	Fritz, John	1.2	450.00	Call with onsite Manager and Property Manager re: operational and tenancy issues; call with counsel re: Residential Tenancies Branch and Court processes; onsite Manager communications re: operational Items.
4/22/2020	Warga, Brent	0.5	250.00	Call with Armour and Caretakers re: building issues.
4/23/2020	Dew, Todd	1.5	375.00	Review of Hydro bills; processing of payables.
4/23/2020	Fritz, John	2.0	750.00	Call with Property Manager and Residential Tenancy Branch re: tenant issues; call and correspondence with onsite Managers re: operational and repair items; review of Property Manager reporting and review and approval of payables; update approved repair document.
4/23/2020	Warga, Brent	0.5	250.00	Call with Armour and RTB re: tenant issues.
4/24/2020	Warga, Brent	0.5	250.00	Review and signing of cheques.
4/27/2020	Fritz, John	1.2	450.00	Call with Realtor re: Offer to Purchase; call and correspondence with Secured Creditor and Legal Counsel; correspondence with Counsel to the Receiver; updates to estimated realization schedule re: City correspondence re: Property Taxes.
4/27/2020	Warga, Brent	1.6	800.00	Review of offer; call with Cushman; call with RBC; drafting estimated NRV Schedule.

**6382330 MANITOBA LTD., PGRP PROPERTIES INC., AND 6472240 MANITOBA LTD
RECEIVERSHIP TIME SUMMARY
INVOICE NO: 8001220365**

Date	Name	Hours	Total	Description
4/28/2020	Fritz, John	0.3	112.50	Correspondence with onsite Caretakers re: operational items and tenancy issues.
4/28/2020	Warga, Brent	0.2	100.00	Review of various e-mail correspondence.
4/29/2020	Dew, Todd	0.2	50.00	Processing of payables.
4/30/2020	Dew, Todd	2.0	500.00	Processing of payables; review Hydro bills; review of various e-mail correspondence.
4/30/2020	Fritz, John	1.5	562.50	Calls and correspondence with Property Manager, onsite Managers, realtor and counsel re: tenant issues, operations, and interested parties; review and direction to T. Dew re: payables.
4/30/2020	Warga, Brent	1.7	850.00	Call with Caretakers; call with Armour; call with J. Fritz; review of amended counter offer.
5/1/2020	Dew, Todd	1.0	250.00	Processing of payables; review City of Winnipeg water bills.
5/1/2020	Warga, Brent	0.4	200.00	Signing of cheques; review of e-mail correspondence.
5/6/2020	Warga, Brent	0.5	250.00	Review of revised offer and e-mail correspondence from Cushman.
5/7/2020	Dew, Todd	1.0	250.00	Processing of payables.
5/7/2020	Fritz, John	1.0	375.00	Review and approval of payables; realtor call and correspondence; correspondence with Secured Creditor and counsel re: Offer to Purchase; Updates to NRV Estimate; onsite Caretaker and Property Manager correspondence.
5/7/2020	Warga, Brent	0.5	250.00	Call with Cushman re: offer; updates to R&D and NRV.
5/8/2020	Dew, Todd	1.5	375.00	Processing of payables; review City of Winnipeg water bills.
5/8/2020	Fritz, John	3.5	1,312.50	Finalize R&D and NRV schedules and distribute to Secured Creditor and counsel; call with Secured Creditor and counsel re: OTP; correspondence with realtor re: OTP; review and execution of OTP; operational and repair authorizations.
5/8/2020	Warga, Brent	1.1	550.00	Call with RBC and M. Dow re: offer and R&D; review of revised offer; signing of cheques.
5/11/2020	Dew, Todd	0.2	50.00	Trust accounting.
5/11/2020	Fritz, John	1.0	375.00	Realtor call and document provision; remediation items review and correspondence with Property Manager re: alternatives; lease documentation request.
5/11/2020	Warga, Brent	0.5	250.00	Call with Cushman; review of various e-mail correspondence.
5/12/2020	Fritz, John	0.3	112.50	Correspondence with Property Manager re: deficiency items and access to lease documents.
5/13/2020	Dew, Todd	1.0	250.00	Processing of payables; trust accounting.
5/13/2020	Fritz, John	0.5	187.50	Sale items; correspondence with Property Manager re: due diligence items.
5/14/2020	Dew, Todd	2.0	500.00	Processing of payables.
5/14/2020	Fritz, John	2.2	825.00	Call with realtor re: offer to purchase items and interested parties; requested due diligence items and waiver of conditions; review and acceptance of operational payables, correspondence with onsite Managers re: operational items and repairs.
5/14/2020	Warga, Brent	0.5	250.00	Review of various e-mail correspondence; call with Cushman re: appraisal.
5/15/2020	Fritz, John	0.9	337.50	Call with onsite manager re: operational items; realtor correspondence re: offer to purchase and due diligence items.
5/15/2020	Warga, Brent	0.5	250.00	Review and signing of cheques.
5/19/2020	Fritz, John	1.0	375.00	Correspondence with realtor and Property Manager re: due diligence and Offer to Purchase items.
5/20/2020	Fritz, John	0.4	150.00	Realtor and Property Manager correspondence re: operations and interested party due diligence requests.
5/21/2020	Dew, Todd	0.4	100.00	Processing of payables.
5/21/2020	Fritz, John	2.2	825.00	Correspondence with Property Manager re: prospective purchaser information requests and operational matters; review of information provided; correspondence with realtor and counsel re: revised Offer to Purchase document.
5/22/2020	Dew, Todd	0.5	125.00	Processing of payables; telephone call re: utilities contract.
5/22/2020	Fritz, John	1.4	525.00	Correspondence with counsel and realtor re: Offer to Purchase matters; extant maintenance and other agreements; correspondence with Property Manager re: compilation of outstanding lease information and agreement provision.
5/25/2020	Dew, Todd	0.3	75.00	Research utility agreements for J. Fritz.
5/25/2020	Fritz, John	1.2	450.00	Telephone and email correspondence with Property Manager re: due diligence purchaser questions and operational items; sale correspondence with counsel; telephone and email correspondence with realtor re: prospective purchaser's position and next steps.
5/26/2020	Fritz, John	0.5	187.50	Correspondence with Property Manager re: building matters and due diligence requests; correspondence with counsel re: Offer to Purchase status.
5/27/2020	Dew, Todd	1.0	250.00	Review Hydro bills and ongoing credits with Hydro; processing of payables.
5/28/2020	Dew, Todd	1.5	375.00	Processing of payables; trust accounting.
5/28/2020	Fritz, John	1.3	487.50	Updates to repair and maintenance tracking document, review and approval of operating payments, correspondence with onsite Manager re: operations, call with realtor re: interested parties and sales strategy.
5/29/2020	Dew, Todd	0.4	100.00	Processing of payables.
5/29/2020	Fritz, John	0.5	187.50	Call with onsite Manager re: operational items.
5/29/2020	Warga, Brent	0.3	150.00	Signing of cheques.
Total		90.0	\$ 32,487.50	



Invoice 8001309139

Deloitte Restructuring Inc.

360 Main St
Suite 2300
Winnipeg MB R3C 3Z3

ATTN: Marlene Starenky
Royal Bank of Canada
335, 8 Avenue SW, 5th Floor
Calgary AB T2P 1C9
Canada

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

Date: August 06, 2020
Client No.: 1136959
WBS#: ROY00420
Engagement Partner: Brent Warga

GST Registration: 122893605RT0001

For professional services rendered

Fees

In accordance with the Court Appointed Receivership proceedings of 6382330 Manitoba Ltd., PGRP Properties Inc., and 6472240 Manitoba Ltd. for the period May 30, 2020 to July 31, 2020:

B. Warga - Partner (11.8 hrs): 5,900.00
J. Fritz - Senior Manager (39.5 hrs): 14,812.50
T. Dew - Senior Associate (13.4 hrs): 3,350.00
Total (64.7 hrs): 24,062.50

Sales Tax

GST applicable 24,062.50

GST at 5.00% 1,203.13

Total Amount Due (CAD) 25,265.63

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

6382330 MANITOBA LTD., PGRP PROPERTIES INC., AND 6472240 MANITOBA LTD
RECEIVERSHIP TIME SUMMARY
INVOICE NO: 8001309139

Date	Name	Hours	Total	Description
6/1/2020	Fritz, John	1.5	562.50	Operational matters; calls and correspondence with onsite caretakers and property managers re: next steps and problematic tenants; correspondence with realtor re: showing and interested parties.
6/1/2020	Warga, Brent	0.5	250.00	Call with Armour; call with J. Fritz re: file matters.
6/3/2020	Fritz, John	0.7	262.50	Call with former owner re: building questions and operations; correspondence with Property Manager and Onsite Caretakers re: operational items.
6/4/2020	Dew, Todd	1.0	250.00	Processing of payables.
6/4/2020	Fritz, John	1.2	450.00	Review and approval of operational expenses; compilation of R&D and update to the secured creditor.
6/4/2020	Warga, Brent	0.7	350.00	Review of e-mail correspondence to RBC and updating attachments.
6/5/2020	Dew, Todd	0.4	100.00	Processing of payables.
6/5/2020	Fritz, John	0.5	187.50	Preparation for and call with Secured Creditor re: sales process and operational status.
6/5/2020	Warga, Brent	0.6	300.00	Update call with RBC; e-mail correspondence with RBC re: borrowing Certificate #2.
6/8/2020	Dew, Todd	0.2	50.00	Trust accounting.
6/8/2020	Fritz, John	0.4	150.00	Correspondence with Fillmore Riley LLP re: potential to act as Counsel re: accounts receivable.
6/10/2020	Dew, Todd	0.3	75.00	Processing of payables.
6/10/2020	Fritz, John	1.3	487.50	Operational discussions with Property Manager and Onsite Caretakers; follow-up with suppliers re: invoicing; commercial tenant correspondence re: rental payments.
6/11/2020	Dew, Todd	1.0	250.00	Processing of payables.
6/11/2020	Fritz, John	1.6	600.00	Correspondence from Property Manager and Onsite Caretakers re: operational items; review and approval of operational expenses; call with realtor; sales status update to primary secured creditor; other creditor discussions and correspondence.
6/11/2020	Warga, Brent	0.4	200.00	Call with Cushman.
6/12/2020	Dew, Todd	1.0	250.00	Processing of payables; review of utility bills.
6/12/2020	Fritz, John	0.3	112.50	Property Manager and Onsite Caretaker operational correspondence.
6/12/2020	Warga, Brent	0.3	150.00	Review and signing of cheques.
6/18/2020	Dew, Todd	1.0	250.00	Processing of payables.
6/18/2020	Fritz, John	2.3	862.50	Review of payables and payment approval; correspondence with Onsite Caretakers re: invoiced work, ongoing repair approvals and supporting documentation for same; call and correspondence with Property Manager re: operational matters; realtor correspondence.
6/19/2020	Dew, Todd	0.3	75.00	Processing of payables.
6/19/2020	Fritz, John	0.7	262.50	Realtor correspondence re: sales matters; review and execution of cheques re: ongoing operations; correspondence with Onsite Caretakers re: operational matters.
6/20/2020	Dew, Todd	0.2	50.00	Processing of payables.
6/20/2020	Fritz, John	0.5	187.50	Updated R&D and draft operating statement.
6/22/2020	Fritz, John	0.8	300.00	Call and correspondence with Property Manager re: financial reporting; finalize operating statement and provision to realtor.
6/23/2020	Fritz, John	0.3	112.50	Operational correspondence with Onsite Caretakers and Property Manager.
6/23/2020	Warga, Brent	0.3	150.00	Discussions with J. Fritz re: file matters.
6/24/2020	Fritz, John	0.8	300.00	Calls with Onsite Caretakers and Property Manager re: operational matters.
6/25/2020	Fritz, John	0.9	337.50	Correspondence with Property Manager and Onsite Caretakers re: operational matters; call with realtor re: sales update and pending site tour.
6/25/2020	Warga, Brent	0.5	250.00	Call with J. Fritz re: file matters; call with Cushman.
6/26/2020	Dew, Todd	1.0	250.00	Payables processing.
6/26/2020	Fritz, John	1.5	562.50	Various correspondence with Property Manager and Onsite Caretakers re: operation items and arrangement for ongoing servicing of the Property.
6/26/2020	Warga, Brent	1.2	600.00	Call with Armour; call with Armour and caretakers; various e-mail correspondence with J. Fritz re: file matters; signing of cheques.
6/29/2020	Fritz, John	0.5	187.50	Realtor and Onsite Caretaker correspondence re: showings; operational correspondence with Onsite Caretakers.
6/30/2020	Dew, Todd	0.5	125.00	Payables processing; Email to Lana and Preston re: water meter readings.
6/30/2020	Fritz, John	1.1	412.50	Draft update to primary secured creditor; correspondence re: operational matters with Property Manager and Onsite Caretakers; direction to T. Dew re: utilities and ongoing payables.
6/30/2020	Warga, Brent	0.2	100.00	Review of e-mail update to RBC.
7/1/2020	Fritz, John	0.9	337.50	Onsite Caretaker and Property Manager correspondence re: operational items.
7/2/2020	Fritz, John	0.3	112.50	Operational correspondence with Property Manager; realtor correspondence re: showing.
7/3/2020	Fritz, John	1.7	637.50	Review and summary of Onsite Caretakers' correspondence; identification of outstanding items and provision of purchase approvals; review of invoices and updates to Statement of Work for repair tracking.
7/3/2020	Warga, Brent	0.3	150.00	Discussions with J. Fritz re: file matters.
7/6/2020	Dew, Todd	0.2	50.00	Emails re: water meter readings.
7/6/2020	Fritz, John	1.0	375.00	Realtor call re: sales update; correspondence with Property Manager and Onsite Caretakers re: ongoing operations.
7/6/2020	Warga, Brent	0.5	250.00	Call with Cushman; call with J. Fritz re: file matters.
7/7/2020	Dew, Todd	1.4	350.00	Processing of utility bills; trust accounting.
7/7/2020	Fritz, John	1.6	600.00	Call and correspondence with Property Manager and Onsite Caretakers re: operational issues and Onsite Caretakers' intended termination of their contract; direction to T. Dew re: commercial tenant; draft update to primary secured creditor.
7/7/2020	Warga, Brent	0.8	400.00	Call with J. Fritz re: file matters; review of e-mail correspondence; call with Armour.
7/8/2020	Dew, Todd	0.3	75.00	Trust accounting.
7/8/2020	Fritz, John	1.2	450.00	Correspondence with Onsite Caretakers and Property Manager re: Onsite Caretakers' role and operational items; review of invoicing and payment requests.
7/8/2020	Warga, Brent	0.3	150.00	Review of various e-mail correspondence.
7/9/2020	Dew, Todd	1.0	250.00	Processing of payables.
7/9/2020	Fritz, John	0.5	187.50	Onsite Caretaker matters and correspondence with Property Manager.
7/10/2020	Dew, Todd	1.0	250.00	Processing of payables.
7/10/2020	Fritz, John	0.9	337.50	Correspondence with Property Manager and Caretakers re: operational matters and Caretaker issues.
7/10/2020	Warga, Brent	1.2	600.00	Review and signing of cheques; review of various e-mail correspondence re: caretaker issues.
7/13/2020	Fritz, John	0.5	187.50	Correspondence with Property Manager and Caretakers re: operational matters.
7/14/2020	Dew, Todd	0.3	75.00	Processing of payables.
7/14/2020	Fritz, John	0.4	150.00	Call with Property Manager re: new Caretakers and building assessment.
7/14/2020	Warga, Brent	0.3	150.00	Discussions with J. Fritz re: file matters with Armour.
7/15/2020	Fritz, John	0.7	262.50	Correspondence with Property Manager and Onsite Caretakers re: operational matters and Caretaker transition items.
7/16/2020	Fritz, John	0.9	337.50	Review and request for invoice payments; correspondence with Caretakers and Property Manager re: operational matters; call with realtor re: sales process; sales process update to RBC.
7/16/2020	Warga, Brent	0.8	400.00	Review of various e-mail correspondence; call with Cushman.

6382330 MANITOBA LTD., PGRP PROPERTIES INC., AND 6472240 MANITOBA LTD
RECEIVERSHIP TIME SUMMARY
INVOICE NO: 8001309139

Date	Name	Hours	Total	Description
7/17/2020	Dew, Todd	0.5	125.00	Processing of payables.
7/17/2020	Fritz, John	0.3	112.50	Call with Property Manager re: operational matters.
7/17/2020	Warga, Brent	0.3	150.00	Review and signing of cheques.
7/22/2020	Dew, Todd	0.8	200.00	Processing of payables.
7/22/2020	Fritz, John	0.7	262.50	Correspondence with insurer re: ongoing coverage; call and correspondence with Property Manager re: operational matters.
7/23/2020	Fritz, John	2.6	975.00	Correspondence with Property Manager re: operational matters; call with supplier and counsel re: ongoing supply of alarm servicing; draft correspondence to former contract Caretakers; call with realtor; revised operational statement.
7/23/2020	Warga, Brent	0.3	150.00	Review and signing of cheques.
7/24/2020	Dew, Todd	1.0	250.00	Review of City of Winnipeg Water Bills; email to J. Fritz schedules supporting payment to City of Winnipeg.
7/24/2020	Fritz, John	0.9	337.50	Draft correspondence to supplier's counsel withholding services; correspondence to former caretakers; call and correspondence with Property Manager re: operational items.
7/27/2020	Fritz, John	2.2	825.00	Call and correspondence with Property Manager re: operational and sale items; correspondence with former security system service provider and counsel re: contravention of the Court Order; realtor and RBC correspondence and call re: Offer to Purchase.
7/27/2020	Warga, Brent	1.1	550.00	Review of various e-mail correspondence; call with Armour re: building matters; call with Cushman re: offer; call with J. Fritz re: file matters; review of e-mail correspondence to RBC.
7/28/2020	Fritz, John	3.0	1,125.00	Updated R&D and Estimated Realizations for primary secured creditor; correspondence with realtor re: counter offer; correspondence with Property Manager re: operational and due diligence items.
7/28/2020	Warga, Brent	0.6	300.00	Review and updates to R&D; review of e-mail correspondence to/from RBC.
7/29/2020	Fritz, John	2.3	862.50	Property Manager correspondence re: operational matters; review and revisions to offer to purchase; provision to legal counsel for review.
7/30/2020	Warga, Brent	0.3	150.00	Call with former ownership group re: possible offer.
7/31/2020	Warga, Brent	0.3	150.00	Review and signing of cheques.
Total		64.7	\$ 24,062.50	



Invoice 8001423173

Deloitte Restructuring Inc.

360 Main St
Suite 2300
Winnipeg MB R3C 3Z3

ATTN: Marlene Starenky
Royal Bank of Canada
335, 8 Avenue SW, 5th Floor
Calgary AB T2P 1C9
Canada

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

Date: October 26, 2020
Client No.: 1136959
WBS#: ROY00420
Engagement Partner: Brent Warga
GST Registration: 122893605RT0001

For professional services rendered

Fees

In accordance with the Court Appointed Receivership proceedings of 6382330 Manitoba Ltd., PGRP Properties Inc., and 6472240 Manitoba Ltd. for the period August 1, 2020 to October 23, 2020:

B. Warga - Partner (20.5 hrs): 10,250.00
J. Fritz - Senior Manager (38.2 hrs): 14,325.00
T. Dew - Senior Associate (14.4 hrs): 3,600.00
Total (73.1 hrs): 28,175.00

Sales Tax

GST applicable	28,175.00
GST at 5.00%	<u>1,408.75</u>
Total Amount Due (CAD)	<u>29,583.75</u>

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.

6382330 MANITOBA LTD., PGRP PROPERTIES INC., AND 6472240 MANITOBA LTD
RECEIVERSHIP TIME SUMMARY
INVOICE NO: 8001423173

Date	Name	Hours	Total	Description
8/6/2020	Dew, Todd	1.0	250.00	Processing of payables
8/7/2020	Warga, Brent	1.0	500.00	Review and signing of cheques; call with Armour; e-mail correspondence to RBC.
8/10/2020	Dew, Todd	0.2	50.00	Trust accounting.
8/11/2020	Dew, Todd	1.0	250.00	Processing of payables.
8/12/2020	Dew, Todd	0.6	150.00	Processing of payables; void cheques per J. Fritz.
8/12/2020	Fritz, John	0.7	262.50	Call with B. Warga and Property Manager.
8/12/2020	Warga, Brent	0.5	250.00	Call with Armour re: building issues.
8/13/2020	Dew, Todd	0.4	100.00	Processing of payables; stop payment on cheque; reissue cheque to P. Arseneault.
8/13/2020	Fritz, John	0.6	225.00	Correspondence with Property Manager and Realtor re: property accounting and sale matters; review and payment requests for supplier invoices.
8/13/2020	Warga, Brent	0.3	150.00	Review of various e-mail correspondence.
8/14/2020	Warga, Brent	0.4	200.00	Review and signing of cheques.
8/17/2020	Fritz, John	0.9	337.50	Call with Realtor re: Sales process; correspondence with Primary Secured Creditor and Counsel re: sales process.
8/17/2020	Warga, Brent	0.5	250.00	Call with Cushman; review of e-mail correspondence to RBC; review of offer.
8/20/2020	Fritz, John	0.5	187.50	Correspondence with Property Manager re: operational matters; review and supplier payment requests.
8/21/2020	Dew, Todd	1.0	250.00	Review payables spreadsheet from Armour; Trust accounting.
8/25/2020	Fritz, John	0.4	150.00	Call with Property Manager re: operational matters.
8/27/2020	Dew, Todd	0.5	125.00	Processing of payables; email Armour re: incomplete invoices.
8/27/2020	Fritz, John	1.6	600.00	Review, compilation and approval of supplier invoices; calls and correspondence with property manager re: operational matters and payables.
8/27/2020	Warga, Brent	0.4	200.00	Call with Armour; e-mail correspondence and voicemail to R. McFadyen.
8/28/2020	Dew, Todd	0.4	100.00	Review Hydro bills; phone call with MB Hydro re: same.
8/28/2020	Fritz, John	0.9	337.50	PGRP calls and correspondence with counsel to the receiver and the primary secured creditor and property manager re: operational matters and alternatives.
8/28/2020	Warga, Brent	1.4	700.00	Call with TDS; call with TDS and Fillmore re: building issues; review of various e-mail correspondence.
8/31/2020	Fritz, John	0.6	225.00	Call with Realtor re: Sales Process; call with Property Manager re: operational matters.
8/31/2020	Warga, Brent	0.3	150.00	Call with Armour re: property matters.
9/1/2020	Fritz, John	0.3	112.50	Correspondence with Property Manager re: operational and sales process items; commercial tenant correspondence.
9/1/2020	Warga, Brent	0.2	100.00	Review of e-mail correspondence from Armour.
9/2/2020	Fritz, John	1.2	450.00	Property manager correspondence re: operational items; realtor call and correspondence re: sales process; correspondence to Secured Creditor re: status update.
9/2/2020	Warga, Brent	0.5	250.00	Call with Cushman re: sales update; call with J. Fritz re: property matters; review of e-mail correspondence to RBC.
9/3/2020	Fritz, John	1.1	412.50	Correspondence with Property Manager re: operational matters; review of supplier invoices and payment direction.
9/3/2020	Warga, Brent	0.8	400.00	Review of various e-mail correspondence; call with Armour; call with TDS.
9/4/2020	Dew, Todd	1.0	250.00	Processing of payables.
9/4/2020	Fritz, John	1.9	712.50	Correspondence with Property Manager re: sales process; operational and accounting matters; call and correspondence with Realtor re: sales process and site visits; correspondence with primary secured creditor re: sale process update.
9/4/2020	Warga, Brent	0.9	450.00	Review of various e-mail correspondence; review and signing of cheques; call with Cushman.
9/8/2020	Fritz, John	0.3	112.50	Correspondence with Property Manager and Realtor re: Sales Process matters.
9/9/2020	Dew, Todd	0.6	150.00	Review of MB Hydro bills for payment and comparison to rent roll.
9/9/2020	Fritz, John	0.6	225.00	Realtor and Property Manager correspondence re: Sales Process and scheduled site visit.
9/9/2020	Warga, Brent	0.6	300.00	E-mail correspondence with Armour; review of various e-mail correspondence re: site tour; call with J. Fritz re: site tour feedback.
9/10/2020	Dew, Todd	0.4	100.00	Processing of payables.
9/10/2020	Fritz, John	1.3	487.50	Call and correspondence with Property Manager re: operational matters and sales process; realtor correspondence re: Sales Process.
9/10/2020	Warga, Brent	0.5	250.00	Call with Armour re: property matters.
9/11/2020	Fritz, John	1.1	412.50	Call with primary secured creditor and counsel re: operational and sales process update; realtor correspondence re: sales process.
9/11/2020	Warga, Brent	0.5	250.00	Call with RBC and Fillmore re: property update.
9/14/2020	Fritz, John	1.1	412.50	Call with Realtor re: Sales Process; correspondence with Primary Secured Creditor re: Sales Process and direction.
9/14/2020	Warga, Brent	0.5	250.00	Call with Cushman; review of e-mail correspondence to/from RBC.
9/15/2020	Fritz, John	0.5	187.50	Call with Property Manager re: operational matters.
9/15/2020	Warga, Brent	0.5	250.00	Call with Armour re: property matters.
9/17/2020	Dew, Todd	1.0	250.00	Processing of payables.
9/17/2020	Fritz, John	1.2	450.00	Review, compilation and request for supplier payments; correspondence with Realtor re: Sales Process; operational correspondence with Property Manager.
9/17/2020	Warga, Brent	0.1	50.00	Review of e-mail correspondence from Armour.
9/18/2020	Dew, Todd	1.0	250.00	Telephone call and email to Debra at Armour Management re: hydro bills and move in reports; call and email to Richard at Armour Management re: water meter readings; processing of payables; review hydro bills.
9/18/2020	Warga, Brent	0.2	100.00	Signing of cheques; review of e-mail correspondence.
9/21/2020	Fritz, John	1.3	487.50	Review of offer; correspondence with Realtor and Primary Secured Creditor re: Sales Process.
9/21/2020	Warga, Brent	0.3	150.00	Review of offer; review of e-mail correspondence to RBC.
9/22/2020	Fritz, John	1.4	525.00	Realtor call; correspondence with legal; correspondence with Realtor re: Offer to Purchase.
9/22/2020	Warga, Brent	0.9	450.00	Call with Cushman; e-mail correspondence with RBC.
9/23/2020	Dew, Todd	0.4	100.00	Emails to Armour Management re: Manitoba Hydro bills and move in reports; call to Manitoba Hydro.
9/23/2020	Fritz, John	0.6	225.00	Call and correspondence with Property Manager re: operational matters; accounting and sales process matters.
9/24/2020	Fritz, John	2.2	825.00	Correspondence with Property Manager re: operational matters; call and correspondence with Realtor re: Sales process and due diligence documentation.
9/24/2020	Warga, Brent	0.5	250.00	Call with Cushman; review of various e-mail correspondence.
9/25/2020	Fritz, John	1.3	487.50	Compilation of due diligence materials with Property Manager.
9/25/2020	Warga, Brent	0.2	100.00	Review of various e-mail correspondence.
9/29/2020	Fritz, John	1.4	525.00	Correspondence with Realtor and Counsel re: Sales Process; call and correspondence with Property Manager re: operational items.
9/29/2020	Warga, Brent	3.4	1,700.00	Call with Armour; drafting of First Report and Confidential Report.
9/30/2020	Fritz, John	1.2	450.00	Correspondence with Property Manager re: due diligence materials; correspondence with Realtor and Counsel re: Offer documentation edits.
9/30/2020	Warga, Brent	1.4	700.00	Drafting of Confidential Report; review of various e-mail correspondence.
10/1/2020	Dew, Todd	0.3	75.00	Processing of payables.

6382330 MANITOBA LTD., PGRP PROPERTIES INC., AND 6472240 MANITOBA LTD
RECEIVERSHIP TIME SUMMARY
INVOICE NO: 8001423173

Date	Name	Hours	Total	Description
10/1/2020	Fritz, John	2.7	1,012.50	Correspondence with Counsel and Realtor re: Sale Agreement edits and finalization; review and compilation of due diligence materials; correspondence with Property Manager re: due diligence materials; review and request for supplier payment.
10/1/2020	Warga, Brent	0.3	150.00	Review of various e-mail correspondence.
10/2/2020	Fritz, John	0.9	337.50	Correspondence with Property Manager re: prospective purchaser's due diligence items; correspondence with Counsel and Realtor re: sales process.
10/5/2020	Dew, Todd	0.2	50.00	Review hydro meter readings; email to Armour Management re: City of Winnipeg meter readings.
10/5/2020	Fritz, John	0.4	150.00	Sales process correspondence with Realtor and Counsel; Property Manager correspondence re: operational and due diligence items.
10/5/2020	Warga, Brent	0.3	150.00	Review of various e-mail correspondence re: file matters.
10/6/2020	Fritz, John	0.3	112.50	Correspondence with Property Manager re: Operational and due diligence matters; review of Property Manager materials; sales process correspondence with Realtor and Counsel.
10/6/2020	Warga, Brent	0.3	150.00	Review of Offer Amending Agreement; review of e-mail correspondence.
10/7/2020	Dew, Todd	1.3	325.00	Review water bills; forward meter readings to City of Winnipeg; trust accounting.
10/7/2020	Fritz, John	1.2	450.00	Sale documentation review; edits and correspondence with Counsel.
10/7/2020	Warga, Brent	0.2	100.00	Review of various e-mail correspondence.
10/8/2020	Dew, Todd	0.6	150.00	Processing of payables.
10/8/2020	Fritz, John	1.7	637.50	Correspondence with Property Manager re: due diligence materials and operational matters; review and approval of supplier invoices and direction for payment.
10/8/2020	Warga, Brent	0.3	150.00	Review of various e-mail correspondence.
10/9/2020	Warga, Brent	0.2	100.00	Review and signing of cheques.
10/10/2020	Fritz, John	0.6	225.00	Correspondence with Property Manager re: sales due diligence items.
10/13/2020	Fritz, John	1.5	562.50	Operational correspondence with Property Manager; due diligence correspondence with Realtor and Property Manger.
10/13/2020	Warga, Brent	0.3	150.00	Review of various e-mail correspondence.
10/14/2020	Warga, Brent	0.5	250.00	Review and responding to e-mail correspondence from Armour and Cushman re: purchaser due diligence.
10/16/2020	Fritz, John	0.2	75.00	Correspondence with Property Manager re: operational matters and Sales Process items.
10/19/2020	Fritz, John	0.4	150.00	Correspondence with Counsel re: Sales Process; correspondence with Property Manager re: reviewed operational statements and additional operational requests/enquiries.
10/19/2020	Warga, Brent	0.2	100.00	Review of e-mail correspondence to/from Armour.
10/20/2020	Warga, Brent	0.2	100.00	Review of various e-mail correspondence.
10/21/2020	Dew, Todd	1.0	250.00	Review Manitoba Hydro bills; calls and emails to Manitoba Hydro and Armour Management re: move in reports and meter readings.
10/21/2020	Fritz, John	1.0	375.00	Correspondence with Realtor and Property Manager re: operational and sales process matters; correspondence with T. Dew re: utility charges.
10/21/2020	Warga, Brent	0.6	300.00	Calls to legal counsel (M. Dow & R. McFadyen) re: building issues; discussions with J. Fritz re: building issues.
10/22/2020	Dew, Todd	0.5	125.00	Processing of payable.
10/22/2020	Fritz, John	0.6	225.00	Realtor enquiries re: lease and eviction matters; review of supplier invoices and payment approvals.
10/23/2020	Dew, Todd	1.0	250.00	Review City of Winnipeg water bills.
10/23/2020	Fritz, John	0.5	187.50	Correspondence with Property Manager re: operational matters and due diligence requests.
10/23/2020	Warga, Brent	0.3	150.00	Review and signing of cheques.
Total		73.1	\$ 28,175.00	



Invoice 8001497059

Deloitte Restructuring Inc.

360 Main St
Suite 2300
Winnipeg MB R3C 3Z3

ATTN: Marlene Starenky
Royal Bank of Canada
335, 8 Avenue SW, 5th Floor
Calgary AB T2P 1C9
Canada

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

Date: December 07, 2020
Client No.: 1136959
WBS#: ROY00420
Engagement Partner: Brent Warga
GST Registration: 122893605RT0001

For professional services rendered

Fees

In accordance with the Court Appointed Receivership proceedings of 6382330 Manitoba Ltd., PGRP Properties Inc., and 6472240 Manitoba Ltd. for the period October 24, 2020 to December 4, 2020:

B. Warga - Partner (16.6 hrs): 8,300.00
J. Fritz - Senior Manager (18.4 hrs): 6,900.00
T. Dew - Senior Associate (5.6 hrs): 1,400.00
Total (40.6 hrs): 16,600.00

Sales Tax

GST applicable 16,600.00

GST at 5.00% 830.00

Total Amount Due (CAD) 17,430.00

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.

6382330 MANITOBA LTD., PGRP PROPERTIES INC., AND 6472240 MANITOBA LTD
RECEIVERSHIP TIME SUMMARY
INVOICE NO: 8001497059

Date	Name	Hours	Total	Description
10/26/2020	Warga, Brent	0.5	250.00	E-mail correspondence to M. Starenky re: status update; updates to R&D.
10/27/2020	Fritz, John	0.6	225.00	Correspondence with Property Manager re: operational matters; correspondence with the Receiver's counsel re: sales process and Court reporting.
10/28/2020	Fritz, John	0.2	75.00	Realtor enquiry re: purchaser due diligence.
10/28/2020	Warga, Brent	0.2	100.00	Review of various e-mail correspondence re: file matters.
10/29/2020	Dew, Todd	0.8	200.00	Processing of payables; review City of Winnipeg water bills.
10/29/2020	Fritz, John	0.6	225.00	Correspondence with Property Manager re: due diligence and operational matters; review and request for payment of supplier invoices.
10/30/2020	Fritz, John	0.2	75.00	Property Manager correspondence re: due diligence and operational matters.
11/3/2020	Dew, Todd	0.4	100.00	Review GST returns with J. Fritz; fax S. 246(2) report to the OSB.
11/3/2020	Fritz, John	1.1	412.50	Correspondence with Property Manager re: accounting and operational matters; sales process and due diligence items; finalize BIA s. 246(2) reporting for filing with the OSB.
11/3/2020	Warga, Brent	0.8	400.00	Drafting of First Report.
11/4/2020	Fritz, John	0.4	150.00	Correspondence with realtor and Property Manager re: sales process and due diligence items.
11/4/2020	Warga, Brent	0.2	100.00	Review of various e-mail correspondence.
11/5/2020	Dew, Todd	1.0	250.00	Processing of payables; review of utility bills.
11/5/2020	Fritz, John	0.5	187.50	Correspondence with Property Manager and realtor re: sales process; review and approval of supplier invoices.
11/5/2020	Warga, Brent	0.4	200.00	E-mail correspondence to/from Cushman; review of various e-mail correspondence.
11/6/2020	Dew, Todd	0.3	75.00	Processing of payables.
11/6/2020	Fritz, John	0.9	337.50	Correspondence with Property Manager re: due diligence and operational matters; call with realtor re: sales process status and due diligence requests from Purchaser.
11/6/2020	Warga, Brent	1.2	600.00	Call with Cushman re: extension; call with TDS re: extension; review of various e-mail correspondence; signing of cheques.
11/9/2020	Fritz, John	0.4	150.00	Property Manager correspondence re: operational matters, sales matters and primary secured creditor update.
11/9/2020	Warga, Brent	1.6	800.00	Call with TDS re: amendments to offer; e-mail update to RBC.
11/10/2020	Fritz, John	0.7	262.50	Review of correspondence from prospective Purchaser re: due diligence items; correspondence to Property Manager re: Purchaser's due diligence items.
11/10/2020	Warga, Brent	0.8	400.00	E-mail correspondence to/from TDS re: extension of waiver conditions; review of e-mail correspondence from Purchaser's legal counsel; discussion of file matters with J. Fritz.
11/12/2020	Dew, Todd	1.3	325.00	Hydro and phone bill review; trust accounting.
11/12/2020	Fritz, John	1.7	637.50	Correspondence with Property Manager re: due diligence and operational matters; review and request for approval of supplier invoices; call and correspondence with counsel re: sales process.
11/12/2020	Warga, Brent	0.8	400.00	Call with TDS re: waiver extension and timing; review of e-mail correspondence to Armour.
11/13/2020	Fritz, John	0.9	337.50	Call and correspondence with Property Manager re: due diligence sale items; correspondence with counsel re: sales process; review of Amending Agreement.
11/16/2020	Dew, Todd	0.5	125.00	Review hydro bills; contact MTS for internet bill; telephone call to Hydro.
11/16/2020	Fritz, John	1.2	450.00	Correspondence with Property Manager re: operational matters and sale process; call and correspondence with counsel re: sales process and prospective Purchaser requests.
11/16/2020	Warga, Brent	0.8	400.00	Call with TDS re: amendment to the offer; review of various e-mail correspondence re: same; review of e-mail correspondence from Armour.
11/17/2020	Fritz, John	1.1	412.50	Correspondence with Receiver's counsel re: sales process; Property Manager correspondence re: operation matters.
11/17/2020	Warga, Brent	0.5	250.00	Review of various e-mail correspondence re: property issues and extension of waiver period.
11/18/2020	Dew, Todd	0.6	150.00	Processing of payables.
11/18/2020	Fritz, John	1.3	487.50	Correspondence with Property Manager re: operational matters; sales Amendment review and comments.
11/18/2020	Warga, Brent	0.6	300.00	Review and execution of Amending Agreement; review of various e-mail correspondence.
11/20/2020	Fritz, John	0.7	262.50	Correspondence with Property Manager re: operational matters and sales process.
11/20/2020	Warga, Brent	0.4	200.00	Review and signing of cheques; e-mail correspondence with Armour.
11/23/2020	Fritz, John	1.4	525.00	Call and correspondence with Property Manager re: sales and operational matters; call and correspondence with Counsel and realtor re: sales process.
11/23/2020	Warga, Brent	1.2	600.00	Call with Armour re: file matters; call with TDS re: extension to waive conditions and reasons for same.
11/24/2020	Fritz, John	1.5	562.50	Correspondence with Property Manager, counsel and realtor re: sales process conditions and extensions; compilation of RTB items for discussion with Property Manager and RTB.
11/24/2020	Warga, Brent	0.8	400.00	Call with TDS re: extension; various e-mail correspondence with TDS re: conditions.
11/25/2020	Fritz, John	1.7	637.50	Call and correspondence with Property Manager and RTB re: sales process matters and purchaser conditions; correspondence with counsel re: sales Agreement Amendment; correspondence with primary secured creditor re: sales process update.
11/25/2020	Warga, Brent	1.4	700.00	Call with Armour and RTB; e-mail update to RBC; e-mail correspondence with TDS re: extension.
11/26/2020	Fritz, John	0.3	112.50	Insurance matters; Property Manager discussions re: operations.
11/26/2020	Warga, Brent	0.5	250.00	Correspondence with TDS re: extension of offer; review and execution of extension agreement.
11/27/2020	Dew, Todd	0.5	125.00	Processing of payables.
11/30/2020	Warga, Brent	1.2	600.00	Review and updates to First Report.
12/1/2020	Fritz, John	0.3	112.50	Correspondence with counsel re: court application; call and correspondence with Property Manager re: sales process.
12/1/2020	Warga, Brent	0.6	300.00	Review of various e-mail correspondence; call with D. Spencer re: extension; execution of amending agreement.
12/2/2020	Dew, Todd	0.2	50.00	Processing of payables.
12/2/2020	Warga, Brent	0.5	250.00	Review and responding to various e-mail correspondence.
12/3/2020	Fritz, John	0.4	150.00	Calls and correspondence with Property Manager and counsel re: sales process.
12/3/2020	Warga, Brent	0.8	400.00	Call with TDS re: offer; call with Armour re: RTB; review of various e-mail correspondence.
12/4/2020	Fritz, John	0.3	112.50	Correspondence with Property Manager and counsel re: Purchaser's conditions and site visit.
12/4/2020	Warga, Brent	0.8	400.00	Review and responding to various e-mail correspondence; call with TDS re: closing and Court hearing.
Total		40.6	\$ 16,600.00	

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

6382330 MANITOBA LTD., PGRP PROPERTIES INC., AND 6472240 MANITOBA LTD.

SUMMARY OF LEGAL FEES AND DISBURSEMENTS
THOMPSON DORFMAN SWEATMAN

Date	Invoice #	Fees	Disbursements	GST	PST	Total	Hours
31-Oct-19	593889	\$ 800	\$ 50	\$ 42	\$ 56	\$ 948	2.0
29-Nov-19	596286	1,120	7	56	78	1,262	2.8
31-Jan-20	603525	720	6	36	50	813	1.8
29-May-20	611298	1,560	4	78	109	1,751	3.9
29-Sep-20	619065	1,534	-	77	107	1,718	4.3
29-Oct-20	621255	2,277	2	114	159	2,552	6.1
27-Nov-20	623852	4,558	124	234	319	5,236	11.9
Total		\$ 12,568	\$ 194	\$ 638	\$ 880	\$ 14,280	32.8



**THOMPSON
DORFMAN
SWEATMAN**

242 Hargrave Street, Suite 1700
Winnipeg MB R3C 0V1
Canada
Tel (204) 957-1930
Fax (204) 934-0570
www.tdslaw.com
general email: info@tdslaw.com

October 31, 2019

Deloitte Restructuring Inc.
Suite 2300, 360 Main Street
Winnipeg MB R3C 3Z3

Attention: Brent Warga

Invoice No. 593899

Re: Receivership of 6382330 Manitoba Ltd., PGRP Properties Inc. and 6472240 Manitoba Ltd.
Our Matter No. 01096 0169515 RAM

REMITTANCE COPY

Total Fees	\$	800.00
Total Disbursements	\$	49.75
Total GST/HST	\$	42.49
Total RST	\$	56.00
Total Due This Invoice	\$	948.24

Please return this page with your payment payable to Thompson Dorfman Sweatman LLP.

GST Registration No. 121757413

Interest will be charged at the rate of 7% per annum on unpaid invoices calculated from a date that is one month after the date of this invoice.



**THOMPSON
DORFMAN
SWEATMAN**

242 Hargrave Street, Suite 1700
Winnipeg MB R3C 0V1
Canada
Tel (204) 957-1930
Fax (204) 934-0570
www.tdslaw.com
general email: info@tdslaw.com

October 31, 2019

Deloitte Restructuring Inc.
Suite 2300, 360 Main Street
Winnipeg MB R3C 3Z3

Attention: Brent Warga

Invoice No. 593899

Re: Receivership of 6382330 Manitoba Ltd., PGRP Properties Inc. and 6472240 Manitoba Ltd.
Our Matter No. 01096 0169515 RAM

Disbursements:

Paid to Imaging	\$ 49.75 *
Total Disbursements	\$ 49.75
*GST/HST on Taxable Disbursements	\$ 2.49

Our fees for all professional services:

<u>Date</u>	<u>Tkpr</u>	<u>Description</u>	<u>Hours</u>	<u>Amount</u>
September 27, 2019	RAM	Telephone call to B. Warga regarding update;	0.20	\$ 80.00
September 27, 2019	RAM	Receiving instructions and preliminary consideration of issues;	0.40	\$ 160.00
September 30, 2019	RAM	E-mail from M. Dow, B. Warga regarding draft Service List;	0.20	\$ 80.00
October 3, 2019	RAM	Reviewing pleadings, motion materials, Receivership Order; e-mail to, e-mail from B. Warga regarding update;	0.60	\$ 240.00
October 8, 2019	RAM	E-mail from, e-mail to J. Fritz, B.	0.50	\$ 200.00



<u>Date</u>	<u>Tkpr</u>	<u>Description</u>	<u>Hours</u>	<u>Amount</u>
		Warga regarding Request for Proposals or Offers; revising Request for Porposals or Offers; form of Offer;		
October 9, 2019	RAM	E-mail from J. Fritz;	0.10	\$ 40.00
Total Fees				\$ 800.00
GST/HST on Fees				\$ 40.00
RST on Fees				\$ 56.00
Total Fees, Disbursements and Taxes				\$ 948.24

GST Registration No. 121757413

Interest will be charged at the rate of 7% per annum on unpaid invoices calculated from a date that is one month after the date of this invoice.



Lawyer Summary

Ross A. McFadyen = 2.00 hrs. @ \$ 400.00 \$ 800.00

Total Fees \$ 800.00



**THOMPSON
DORFMAN
SWEATMAN**

242 Hargrave Street, Suite 1700
Winnipeg MB R3C 0V1
Canada
Tel (204) 957-1930
Fax (204) 934-0570
www.tdslaw.com
general email: info@tdslaw.com

November 29, 2019

Deloitte Restructuring Inc.
Suite 2300, 360 Main Street
Winnipeg MB R3C 3Z3

Attention: Brent Warga

Invoice No. 596286

Re: Receivership of 6382330 Manitoba Ltd., PGRP Properties Inc. and 6472240 Manitoba Ltd.
Our Matter No. 01096 0169515 RAM

REMITTANCE COPY

Total Fees	\$	1,120.00
Total Disbursements	\$	7.25
Total GST/HST	\$	56.36
Total RST	\$	78.40
Total Due This Invoice	\$	1,262.01

Please return this page with your payment payable to Thompson Dorfman Sweatman LLP.

GST Registration No. 121757413

Interest will be charged at the rate of 7% per annum on unpaid invoices calculated from a date that is one month after the date of this invoice.



**THOMPSON
DORFMAN
SWEATMAN**

242 Hargrave Street, Suite 1700
Winnipeg MB R3C 0V1
Canada
Tel (204) 957-1930
Fax (204) 934-0570
www.tdslaw.com
general email: info@tdslaw.com

November 29, 2019

Deloitte Restructuring Inc.
Suite 2300, 360 Main Street
Winnipeg MB R3C 3Z3

Attention: Brent Warga

Invoice No. 596286

Re: Receivership of 6382330 Manitoba Ltd., PGRP Properties Inc. and 6472240 Manitoba Ltd.
Our Matter No. 01096 0169515 RAM

Disbursements:

Paid to Imaging	\$	7.25	*
Total Disbursements	\$	7.25	
*GST/HST on Taxable Disbursements	\$	0.36	

Our fees for all professional services:

<u>Date</u>	<u>Tkpr</u>	<u>Description</u>	<u>Hours</u>	<u>Amount</u>
November 13, 2019	RAM	E-mail from, e-mail to J. Fritz regarding proposed listing agreement; reviewing and considering listing agreement; e-mail to, e-mail from M. McGarry regarding listing agreement;	0.60	\$ 240.00
November 14, 2019	RAM	Conference with D. Spencer regarding draft exclusive listing agreement; e-mail to, e-mail from J. Fritz, B. Warga regarding listing agreement;	0.70	\$ 280.00
November 15, 2019	RAM	Voice mail from, voice mail to J. Fritz regarding landlord and tenant issues;	0.10	\$ 40.00



<u>Date</u>	<u>Tkpr</u>	<u>Description</u>	<u>Hours</u>	<u>Amount</u>
November 18, 2019	RAM	Voice mail from J. Fritz regarding update;	0.10 \$	40.00
November 19, 2019	RAM	Voice mail from, telephone call to J. Fritz regarding update, proceedings under The Residential Tenancies Act;	0.20 \$	80.00
November 25, 2019	RAM	E-mail from J. Fritz regarding form of Offer to Purchase; reviewing and considering form of Offer to Purchase;	0.60 \$	240.00
November 26, 2019	RAM	Reviewing and revising draft Offer to Purchase; e-mail to B. Warga, J. Fritz regarding draft Offer to Purchase;	0.50 \$	200.00
Total Fees			\$	1,120.00
GST/HST on Fees			\$	56.00
RST on Fees			\$	78.40
Total Fees, Disbursements and Taxes			\$	1,262.01

GST Registration No. 121757413

Interest will be charged at the rate of 7% per annum on unpaid invoices calculated from a date that is one month after the date of this invoice.



Lawyer Summary

Ross A. McFadyen	=	2.80 hrs.	@	\$ 400.00	\$	1,120.00
Total Fees					\$	1,120.00



**THOMPSON
DORFMAN
SWEATMAN**

242 Hargrave Street, Suite 1700
Winnipeg MB R3C 0V1
Canada
Tel (204) 957-1930
Fax (204) 934-0570
www.tdslaw.com
general email: info@tdslaw.com

January 31, 2020

Deloitte Restructuring Inc.
Suite 2300, 360 Main Street
Winnipeg MB R3C 3Z3

Attention: Brent Warga

Invoice No. 603525

Re: Receivership of 6382330 Manitoba Ltd., PGRP Properties Inc. and 6472240 Manitoba Ltd.
Our Matter No. 01096 0169515 RAM

REMITTANCE COPY

Total Fees	\$	720.00
Total Disbursements	\$	6.25
Total GST/HST	\$	36.31
Total RST	\$	50.40
Total Due This Invoice	\$	812.96

Please return this page with your payment payable to Thompson Dorfman Sweatman LLP.

GST Registration No. 121757413

Interest will be charged at the rate of 7% per annum on unpaid invoices calculated from a date that is one month after the date of this invoice.



**THOMPSON
DORFMAN
SWEATMAN**

242 Hargrave Street, Suite 1700
Winnipeg MB R3C 0V1
Canada
Tel (204) 957-1930
Fax (204) 934-0570
www.tdslaw.com
general email: info@tdslaw.com

January 31, 2020

Deloitte Restructuring Inc.
Suite 2300, 360 Main Street
Winnipeg MB R3C 3Z3

Attention: Brent Warga

Invoice No. 603525

Re: Receivership of 6382330 Manitoba Ltd., PGRP Properties Inc. and 6472240 Manitoba Ltd.
Our Matter No. 01096 0169515 RAM

Disbursements:

Paid to Imaging	\$	6.25	*
Total Disbursements		\$	6.25
*GST/HST on Taxable Disbursements		\$	0.31

Our fees for all professional services:

<u>Date</u>	<u>Tkpr</u>	<u>Description</u>	<u>Hours</u>
November 27, 2019	RAM	E-mail from, e-mail to J. Fritz regarding draft Confidentiality Agreement; reviewing and revising draft Confidentiality Agreement;	0.50
December 18, 2019	RAM	E-mail from e-mail to J. Fritz regarding Impact Security Agreement; reviewing Impact Security Agreement;	0.60
December 23, 2019	RAM	E-mail from, voice mail from telephone call to B. Warga regarding incident at building;	0.20
January 6, 2020	RAM	E-mail from, telephone call to B. Warga, J. Fritz regarding security	0.50



<u>Date</u>	<u>Tkpr</u>	<u>Description</u>	<u>Hours</u>
		concerns, potential remedies; reviewing The Residential Tenancies Act regarding removal of squatters, problem tenants;	
Total Fees			\$ 720.00
GST/HST on Fees			\$ 36.00
RST on Fees			\$ 50.40
Total Fees, Disbursements and Taxes			\$ 812.96

GST Registration No. 121757413

Interest will be charged at the rate of 7% per annum on unpaid invoices calculated from a date that is one month after the date of this invoice.



**THOMPSON
DORFMAN
SWEATMAN**

242 Hargrave Street, Suite 1700
Winnipeg MB R3C 0V1
Canada
Tel (204) 957-1930
Fax (204) 934-0570
www.tdslaw.com
general email: info@tdslaw.com

May 29, 2020

Deloitte Restructuring Inc.
Suite 2300, 360 Main Street
Winnipeg MB R3C 3Z3

Attention: Brent Warga

Invoice No. 611298

Re: Receivership of 6382330 Manitoba Ltd., PGRP Properties Inc. and 6472240 Manitoba Ltd.
Our Matter No. 01096 0169515 RAM

REMITTANCE COPY

Total Fees	\$	1,560.00
Total Disbursements	\$	3.75
Total GST/HST	\$	78.19
Total RST	\$	109.20
Total Due This Invoice	\$	1,751.14

Please return this page with your payment payable to Thompson Dorfman Sweatman LLP.

GST Registration No. 121757413

Interest will be charged at the rate of 7% per annum on unpaid invoices calculated from a date that is one month after the date of this invoice.



**THOMPSON
DORFMAN
SWEATMAN**

242 Hargrave Street, Suite 1700
Winnipeg MB R3C 0V1
Canada
Tel (204) 957-1930
Fax (204) 934-0570
www.tdslaw.com
general email: info@tdslaw.com

May 29, 2020

Deloitte Restructuring Inc.
Suite 2300, 360 Main Street
Winnipeg MB R3C 3Z3

Attention: Brent Warga

Invoice No. 611298

Re: Receivership of 6382330 Manitoba Ltd., PGRP Properties Inc. and 6472240 Manitoba Ltd.
Our Matter No. 01096 0169515 RAM

Disbursements:

Paid to Imaging	\$	3.75	*
Total Disbursements	\$	3.75	
*GST/HST on Taxable Disbursements	\$	0.19	

Our fees for all professional services:

<u>Date</u>	<u>Tkpr</u>	<u>Description</u>	<u>Hours</u>
April 22, 2020	RAM	Voice mail from, telephone call to J. Fritz, B. Warga regarding tenant, Residential Tenancies Branch issues;	0.20
April 27, 2020	RAM	E-mail from, e-mail to J. Fritz, B. Warga regarding Offer to Purchase; e-mail to D. Spencer regarding Offer to Purchase;	0.30
April 29, 2020	RAM	E-mail from J. Fritz, D. Spencer regarding sale offer;	0.10
April 29, 2020	DCS	Reviewing and revising offer to purchase;	2.50



<u>Date</u>	<u>Tkpr</u>	<u>Description</u>	<u>Hours</u>
April 30, 2020	RAM	E-mail from D. Spencer regarding officer to purchase property;	0.10
April 30, 2020	RAM	E-mail to D. Spencer, J. Fritz regarding update on offer;	0.10
May 14, 2020	RAM	E-mail from J. Fritz regarding accepted Offer to Purchase, waiver of conditions;	0.10
May 15, 2020	RAM	E-mail to J. Fritz, B. Warga regarding offer to purchase;	0.10
May 22, 2020	RAM	E-mail from J. Fritz regarding extension, purchaser revisions to offer to purchase;	0.20
May 25, 2020	RAM	E-mail from J. Fritz, D. Spencer regarding update on purchase offer;	0.10
May 26, 2020	RAM	E-mail from J. Fritz, D. Spencer regarding update on offer to purchase;	0.10
Total Fees			\$ 1,560.00
GST/HST on Fees			\$ 78.00
RST on Fees			\$ 109.20
Total Fees, Disbursements and Taxes			\$ 1,751.14

GST Registration No. 121757413

Interest will be charged at the rate of 7% per annum on unpaid invoices calculated from a date that is one month after the date of this invoice.



**THOMPSON
DORFMAN
SWEATMAN**

242 Hargrave Street, Suite 1700
Winnipeg MB R3C 0V1
Canada
Tel (204) 957-1930
Fax (204) 934-0570
www.tdslaw.com
general email: info@tdslaw.com

September 29, 2020

Deloitte Restructuring Inc.
Suite 2300, 360 Main Street
Winnipeg MB R3C 3Z3

Attention: Brent Warga

Invoice No. 619065

Re: Receivership of 6382330 Manitoba Ltd., PGRP Properties Inc. and 6472240 Manitoba Ltd.
Our Matter No. 01096 0169515 RAM

REMITTANCE COPY

Total Fees	\$	1,533.50
Total Disbursements	\$	0.00
Total GST/HST	\$	76.68
Total RST	\$	107.35
Total Due This Invoice	\$	1,717.53

Please return this page with your payment payable to Thompson Dorfman Sweatman LLP.

GST Registration No. 121757413

Interest will be charged at the rate of 7% per annum on unpaid invoices calculated from a date that is one month after the date of this invoice.



**THOMPSON
DORFMAN
SWEATMAN**

242 Hargrave Street, Suite 1700
Winnipeg MB R3C 0V1
Canada
Tel (204) 957-1930
Fax (204) 934-0570
www.tdslaw.com
general email: info@tdslaw.com

September 29, 2020

Deloitte Restructuring Inc.
Suite 2300, 360 Main Street
Winnipeg MB R3C 3Z3

Attention: Brent Warga

Invoice No. 619065

Re: Receivership of 6382330 Manitoba Ltd., PGRP Properties Inc. and 6472240 Manitoba Ltd.
Our Matter No. 01096 0169515 RAM

Our fees for all professional services:

<u>Date</u>	<u>Tkpr</u>	<u>Description</u>	<u>Hours</u>	<u>Amount</u>
May 21, 2020	DCS	Reviewing amended offer to purchase; e-mail to John Fritz regarding; comments on amendments;	1.00	\$ 400.00
July 29, 2020	RAM	E-mail from B. Warga and J. Frits regarding new offer to purchase;	0.10	\$ 42.50
July 30, 2020	RAM	E-mail from and e-mail to J. Fritz, B. Warga and D. Spencer regarding new offer to purchase; e-mail from D. Spencer regarding revisions to offer to purchase;	0.20	\$ 85.00
August 27, 2020	RAM	E-mail from, e-mail to and voice mail from B. Warga regarding conference call, security footage	0.20	\$ 85.00
August 28, 2020	RAM	Conference call with B. Warga, J. Fritz and M. Dow regarding security concerns at property; conference with, e-mail to and e-mail from C. Piere regarding research regarding	1.10	\$ 467.50



<u>Date</u>	<u>Tkpr</u>	<u>Description</u>	<u>Hours</u>	<u>Amount</u>
		condemning, vacating building; reviewing and considering The Safer Communities and Neighbourhoods Act; e-mail to and e-mail from B. Warga and J. Fritz regarding update, The Safer Communities Neighbourhoods Act; e- mail to M. Dow regarding The Safer Communities and Neighbourhoods Act;		
August 28, 2020	RCP	Research on filing a complaint and obtaining an order under The Safer Communities and Neighbourhood Act; e-mail to Ross McFadyen with findings;	0.90	\$ 126.00
September 3, 2020	RAM	Voice mail to and telephone call to B. Warga regarding update regarding building condition;	0.10	\$ 42.50
September 22, 2020	RAM	E-mail from and e-mail to J. Fritz and B. Warga regarding new Offer to Purchase;	0.10	\$ 42.50
September 22, 2020	DCS	Reviewing offer to purchase; e-mail to and e-mail from John Fritz;	0.50	\$ 200.00
September 23, 2020	RAM	E-mail from and e-mail to Danny Spencer regarding form of Offer to Purchase;	0.10	\$ 42.50
Total Fees				\$ 1,533.50
GST/HST on Fees				\$ 76.68
RST on Fees				\$ 107.35
Total Fees, Disbursements and Taxes				\$ 1,717.53

GST Registration No. 121757413

Interest will be charged at the rate of 7% per annum on unpaid invoices calculated from a date that is one month after the date of this invoice.



Lawyer Summary

Ross A. McFadyen	=	1.90 hrs.	@	\$ 425.00	\$	807.50
Danny C. Spencer	=	1.50 hrs.	@	\$ 400.00	\$	600.00
Christian Pierce	=	0.90 hrs.	@	\$ 140.00	\$	126.00
Total Fees					\$	1,533.50



**THOMPSON
DORFMAN
SWEATMAN**

242 Hargrave Street, Suite 1700
Winnipeg MB R3C 0V1
Canada
Tel (204) 957-1930
Fax (204) 934-0570
www.tdslaw.com
general email: info@tdslaw.com

October 29, 2020

Deloitte Restructuring Inc.
Suite 2300, 360 Main Street
Winnipeg MB R3C 3Z3

Attention: Brent Warga

Invoice No. 621255

Re: Receivership of 6382330 Manitoba Ltd., PGRP Properties Inc. and 6472240 Manitoba Ltd.
Our Matter No. 01096 0169515 RAM

REMITTANCE COPY

Total Fees	\$	2,276.50
Total Disbursements	\$	2.22
Total GST/HST	\$	113.94
Total RST	\$	159.36
Total Due This Invoice	\$	2,552.02

Please return this page with your payment payable to Thompson Dorfman Sweatman LLP.

For your convenience, TDS now has a Pay Online feature available at **tdslaw.com**.

GST Registration No. 121757413

Interest will be charged at the rate of 7% per annum on unpaid invoices calculated from a date that is one month after the date of this invoice.



**THOMPSON
DORFMAN
SWEATMAN**

242 Hargrave Street, Suite 1700
Winnipeg MB R3C 0V1
Canada
Tel (204) 957-1930
Fax (204) 934-0570
www.tdslaw.com
general email: info@tdslaw.com

October 29, 2020

Deloitte Restructuring Inc.
Suite 2300, 360 Main Street
Winnipeg MB R3C 3Z3

Attention: Brent Warga

Invoice No. 621255

Re: Receivership of 6382330 Manitoba Ltd., PGRP Properties Inc. and 6472240 Manitoba Ltd.
Our Matter No. 01096 0169515 RAM

Disbursements:

Paid to	Long Distance	\$	0.22	*
Paid to	Imaging	\$	2.00	*
Total Disbursements			\$	2.22
*GST/HST on Taxable Disbursements			\$	0.11

Our fees for all professional services:

<u>Date</u>	<u>Tkpr</u>	<u>Description</u>	<u>Hours</u>	<u>Amount</u>
September 29, 2020	RAM	E-mail from J. Levine regarding offer to purchase; e-mail to Danny Spencer regarding offer to purchase; e-mail to and e-mail from J. Fritz and B. Warga regarding offer to purchase;	0.10	\$ 42.50
September 30, 2020	RAM	E-mail from J. Fritz and Danny Spencer regarding finalizing Offer to Purchase; conference with Danny Spencer regarding revisions to Offer to Purchase;	0.20	\$ 85.00
October 1, 2020	RAM	E-mail from and conference with Danny	0.20	\$ 85.00



<u>Date</u>	<u>Tkpr</u>	<u>Description</u>	<u>Hours</u>	<u>Amount</u>
		Spencer regarding revised Offer to Purchase; e-mail from J. Fritz and J. Levine regarding revised Offer to Purchase;		
October 1, 2020	DCS	[October 1, 2020] Reviewing and revising amendment to offer to purchase; correspondence w/ client;	1.50	\$ 600.00
October 1, 2020	KBB	Preparing amendment agreement	0.90	\$ 144.00
October 2, 2020	RAM	E-mail from and e-mail to T. Comeau and Danny Spencer regarding update; e-mail to and e-mail from B. Warga and J. Fritz regarding update on Offer to Purchase;	0.20	\$ 85.00
October 5, 2020	RAM	E-mail from and e-mail to Danny Spencer regarding extension of solicitor's approval; e-mail to and e-mail from B. Warga and J. Fritz regarding update;	0.20	\$ 85.00
October 6, 2020	RAM	E-mail from T. Comeau regarding amendments to Offer to Purchase; e-mail to and e-mail from B. Warga, D. Fritz and Danny Spencer regarding amendments to Offer to Purchase;	0.20	\$ 85.00
October 7, 2020	RAM	E-mail from, e-mail to and conference with Danny Spencer regarding amendments to Offer to Purchase; e-mail from J. Fritz regarding amendments to Offer to Purchase;	0.30	\$ 127.50
October 7, 2020	DCS	Reviewing purchaser's counsel and Deloitte comments on amendment to OTP; e-mail to John Fritz; e-mail to purchaser's counsel;	1.00	\$ 400.00
October 8, 2020	RAM	E-mail from Danny Spencer, B. Warga and J. Fleming regarding revised Offer to Purchase;	0.10	\$ 42.50
October 8, 2020	DCS	E-mail to and e-mail from John Fritz; e-	0.50	\$ 200.00



<u>Date</u>	<u>Tkpr</u>	<u>Description</u>	<u>Hours</u>	<u>Amount</u>
		mail to Jonah Levine; e-mail to purchaser's counsel;		
October 13, 2020	RAM	E-mail from B. Warga and Danny Spencer regarding amendment to Offer to Purchase;	0.10	\$ 42.50
October 13, 2020	DCS	E-mail from and e-mail to Brent Warga;	0.10	\$ 40.00
October 19, 2020	RAM	E-mail from and e-mail to Danny Spencer and B. Warga regarding search consent form; voice mail to and telephone call from B. Warga regarding consent form;	0.20	\$ 85.00
October 20, 2020	RAM	E-mail from J. Fritz regarding consent for searches; e-mail from Danny Spencer regarding consent;	0.10	\$ 42.50
October 21, 2020	RAM	Voice mail from and telephone call to B. Warga regarding further homicide;	0.10	\$ 42.50
October 27, 2020	RAM	E-mail from and e-mail to J. Fritz and B. Warga regarding security opinion;	0.10	\$ 42.50
Total Fees				\$ 2,276.50
GST/HST on Fees				\$ 113.83
RST on Fees				\$ 159.36
Total Fees, Disbursements and Taxes				\$ 2,552.02

GST Registration No. 121757413

Interest will be charged at the rate of 7% per annum on unpaid invoices calculated from a date that is one month after the date of this invoice.



Lawyer Summary

Ross A. McFadyen	=	2.10 hrs.	@	\$ 425.00	\$ 892.50
Danny C. Spencer	=	3.10 hrs.	@	\$ 400.00	\$ 1,240.00
Kevin B.. Bruce	=	0.90 hrs.	@	\$ 160.00	\$ 144.00
Total Fees					\$ 2,276.50



**THOMPSON
DORFMAN
SWEATMAN**

242 Hargrave Street, Suite 1700
Winnipeg MB R3C 0V1
Canada
Tel (204) 957-1930
Fax (204) 934-0570
www.tdslaw.com
general email: info@tdslaw.com

November 27, 2020

Deloitte Restructuring Inc.
Suite 2300, 360 Main Street
Winnipeg MB R3C 3Z3

Attention: Brent Warga

Invoice No. 623852

Re: Receivership of 6382330 Manitoba Ltd., PGRP Properties Inc. and 6472240 Manitoba Ltd.
Our Matter No. 01096 0169515 RAM

REMITTANCE COPY

Total Fees	\$	4,558.00
Total Disbursements	\$	124.46
Total GST/HST	\$	234.12
Total RST	\$	319.06
Total Due This Invoice	\$	5,235.64

Please return this page with your payment payable to Thompson Dorfman Sweatman LLP.

For your convenience, TDS now has a Pay Online feature available at **tdslaw.com**.

GST Registration No. 121757413

Interest will be charged at the rate of 7% per annum on unpaid invoices calculated from a date that is one month after the date of this invoice.



**THOMPSON
DORFMAN
SWEATMAN**

242 Hargrave Street, Suite 1700
Winnipeg MB R3C 0V1
Canada
Tel (204) 957-1930
Fax (204) 934-0570
www.tdslaw.com
general email: info@tdslaw.com

November 27, 2020

Deloitte Restructuring Inc.
Suite 2300, 360 Main Street
Winnipeg MB R3C 3Z3

Attention: Brent Warga

Invoice No. 623852

Re: Receivership of 6382330 Manitoba Ltd., PGRP Properties Inc. and 6472240 Manitoba Ltd.

Our Matter No. 01096 0169515 RAM

Disbursements:

Paid to	Long Distance	\$	0.21	*
Paid to	Personal Property Searches	\$	30.00	*
Paid to	WLTO Search	\$	90.00	*
Paid to	Imaging	\$	4.25	*
Total Disbursements			\$	124.46
*GST/HST on Taxable Disbursements			\$	6.22

Our fees for all professional services:

<u>Date</u>	<u>Tkpr</u>	<u>Description</u>	<u>Hours</u>	<u>Amount</u>
October 30, 2020	RAM	Preparing draft outline security review and opinion;	0.20	\$ 85.00
November 5, 2020	RAM	E-mail from T. Comeau regarding request for due diligence extension;	0.10	\$ 42.50
November 6, 2020	RAM	E-mail to and telephone call to B. Warga and J. Fritz regarding request for due diligence extension; voice mail from, telephone call to and e-mail from J. Levine regarding update;	0.20	\$ 85.00



<u>Date</u>	<u>Tkpr</u>	<u>Description</u>	<u>Hours</u>	<u>Amount</u>
November 9, 2020	RAM	E-mail from B. Warga, J. Levine and T. Comeau regarding update;	0.10	\$ 42.50
November 10, 2020	RAM	E-mail from, e-mail to and voice mail to T. Comeau regarding due diligence issues and extension; e-mail from and e-mail to B. Warga and J. Fritz regarding due diligence issues and extension;	0.40	\$ 170.00
November 12, 2020	RAM	E-mail from and E-mail to B. Warga, J. Fritz, Danny Spencer; Conference with B. Warga, J. Fritz, Danny Spencer regarding counter-proposal, extension; E-mail from and E-mail to J. Fritz, B. Warga regarding Coinamatic lease; Reviewing and considering Coinamatic lease; Voice mail to and Telephone call from J. Fleming regarding extension; E-mail to and E-mail from T. Comeau, J. Fleming, Danny Spencer regarding extension; E-mail to T. Comeau, J. Fleming regarding Coinamatic lease	0.50	\$ 212.50
November 12, 2020	DCS	Conference call with client and Ross McFadyen	0.30	\$ 120.00
November 13, 2020	RAM	E-mail from Danny Spencer and B. Warga regarding draft amending agreement; e-mail from and e-mail to T. Comeau regarding extension and draft amending agreement;	0.30	\$ 127.50
November 13, 2020	DCS	Revising second amending agreement	0.30	\$ 120.00
November 13, 2020	KBB	Preparing second amendment	1.30	\$ 208.00
November 16, 2020	RAM	E-mail from Danny Spencer, J. Fritz, B. Warga, T. Comeau and J. Levine regarding draft amendment and update; conference call with J. Fritz, B. Warga and Danny Spencer regarding amendment;	0.30	\$ 127.50
November 16, 2020	DCS	Reviewing amendment to offer to	0.40	\$ 160.00



<u>Date</u>	<u>Tkpr</u>	<u>Description</u>	<u>Hours</u>	<u>Amount</u>
		purchase with purchaser comments; telephone call to client		
November 17, 2020	RAM	E-mail from and e-mail to Danny Spencer, T. Comeau, B. Warga and J. Fritz regarding extension agreement;	0.20	\$ 85.00
November 17, 2020	DCS	Reviewing and revising amendment to offer to purchase; correspondence with purchaser counsel and client	0.60	\$ 240.00
November 17, 2020	DCS	Reviewing and revising amendment to offer to purchase; correspondence with purchaser counsel and client	0.60	\$ 240.00
November 18, 2020	RAM	E-mail from Danny Spencer and T. Comeau regarding extension and amendment;	0.10	\$ 42.50
November 18, 2020	DCS	Reviewing third amendment to offer to purchase; correspondence with all parties	0.30	\$ 120.00
November 19, 2020	RAM	E-mail from T. Comeau and Danny Spencer regarding fully executed amendment;	0.10	\$ 42.50
November 23, 2020	RAM	E-mail from and e-mail to J. Levine, T. Comeau, B. Warga and Danny Spencer regarding deposit and further extension; conference call with B. Warga, J. Fritz and B. Warga regarding further extension;	0.80	\$ 340.00
November 23, 2020	DCS	Correspondence with all parties; resolving outstanding conditions issues	2.00	\$ 800.00
November 24, 2020	RAM	Conference call with T. Comeau, J. Fleming and Danny Spencer regarding extension and waiver of conditions; e- mail from Danny Spencer and J. Larson regarding RTB issues; e-mail to and e- mail from Danny Spencer, B. Warga and J. Fritz regarding update on negotiation of amendment; e-mail from	0.80	\$ 340.00



<u>Date</u>	<u>Tkpr</u>	<u>Description</u>	<u>Hours</u>	<u>Amount</u>
		T. Comeau and Danny Spencer regarding extension;		
November 24, 2020	DCS	Correspondence with all parties; resolving outstanding conditions issues	1.40	\$ 560.00
November 25, 2020	RAM	E-mail from T. Comeau, Danny Spencer and B. Warga regarding extension and amendment; e-mail from J. Levine regarding receivables report;	0.30	\$ 127.50
November 25, 2020	DCS	Revising third amendment to agreement	0.30	\$ 120.00
Total Fees				\$ 4,558.00
GST/HST on Fees				\$ 227.90
RST on Fees				\$ 319.06
Total Fees, Disbursements and Taxes				\$ 5,235.64

GST Registration No. 121757413

Interest will be charged at the rate of 7% per annum on unpaid invoices calculated from a date that is one month after the date of this invoice.

Lawyer Summary

Ross A. McFadyen	=	4.40 hrs.	@	\$ 425.00	\$ 1,870.00
Danny C. Spencer	=	6.20 hrs.	@	\$ 400.00	\$ 2,480.00
Kevin B.. Bruce	=	1.30 hrs.	@	\$ 160.00	\$ 208.00
Total Fees					\$ 4,558.00

Exhibit G – Statement of Receipts and Disbursements for the period September 26, 2019 to December 4, 2020

6382330 MANITOBA LTD., PGRP PROPERTIES INC., AND 6472240 MANITOBA LTD.
STATEMENT OF RECEIPTS AND DISBURSEMENTS
for the period of September 26, 2019 to December 4, 2020

	<u>Amount</u>	<u>Notes</u>
Receipts		
Advance from Secured Creditor	\$ 200,000	
Cash on hand (from Armour Property Management)	27,908	
GST collected	643	
Interest	292	
Laundry operations	2,158	
Rental income (commercial tenant)	12,852	
Rental income (from Armour Property Management)	216,268	
Total Receipts	460,121	
Disbursements		
Appraisal fees	4,640	
Bailiff fees	160	
Contract caretakers	7,572	
Filing fees	70	
GST paid on disbursements	4,242	
GST paid on legal fees	638	
GST paid on Receiver fees	11,533	
Insurance	50,679	
Legal fees and disbursements	12,762	(1)
Repair and maintenance costs (suites)	51,432	
Property management fees	24,792	
PST paid on legal fees	880	
PST paid on disbursements	4,084	
Receiver fees and disbursements	230,663	(2)
Security	7,851	
Utilities	36,980	
Waste disposal	2,698	
Total Disbursements	451,675	
Excess of Receipts over Disbursements - Funds Held in Trust as at December 4, 2020	\$ 8,445	

Notes:

- (1) Includes fees and disbursements of the Receiver's legal counsel to November 25, 2020.
(2) Includes Receiver's fees and disbursements to December 4, 2020.