

**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.

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

**February 12, 2021**

**RECEIVER**

DELOITTE RESTRUCTURING INC.

360 Main Street, Suite 2300

Winnipeg, Manitoba R3C 3Z3

Brent Warga

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**COUNSEL TO THE RECEIVER**

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## 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 and other information regarding the receivership proceedings can be accessed on the Receiver’s website at [www.insolvencies.deloitte.ca/en-ca/PGRP](http://www.insolvencies.deloitte.ca/en-ca/PGRP) (the “**Receiver’s Website**”).
2. This report constitutes the second report of the Receiver (the “**Second Report**”). The Second Report is being filed in support of the Receiver’s application to this Honourable Court on February 23, 2021, seeking its discharge in respect of these proceedings.

## TERMS OF REFERENCE

3. In preparing this Second Report, the Receiver has relied upon unaudited financial information, the books and records of the Companies, and discussions with former management of the Companies, interested parties, and the stakeholders of the Companies.
4. The financial information of the Companies has not been audited, reviewed or otherwise verified by the Receiver as to its accuracy or completeness, nor has it necessarily been prepared in accordance with generally accepted accounting principles and the reader is cautioned that this Second Report may not disclose all significant matters about the

Companies. Additionally, none of the Receiver's procedures were intended to disclose defalcations or other irregularities. If the Receiver were to perform additional procedures or to undertake an audit examination of the financial statements in accordance with generally accepted auditing standards, additional matters may have come to the Receiver's attention. Accordingly, the Receiver does not express an opinion nor does it provide any other form of assurance on the financial or other information presented herein. The Receiver may refine or alter its observations as further information is obtained or brought to its attention after the date of this Second Report.

5. Unless otherwise stated, all monetary amounts contained in this Second Report are expressed in Canadian dollars.
6. Capitalized terms used in this Second Report but not defined herein are as defined in the first report of the Receiver dated December 10, 2020 (the "**First Report**") and the Receivership Order.

## **ACTIVITIES OF THE RECEIVER**

7. Since the date of the First Report, the Receiver has undertaken the following activities:
  - (a) Attended the Court hearing on December 16, 2020;
  - (b) Corresponded extensively with legal counsel and with Vida Living (2019) Inc. ("**VLI**") to finalize the required documents (the "**Closing Documents**") to close the sale of the Property in accordance with the December 16, 2020 sale approval and vesting order (the "**SAVO**"), attached hereto as Appendix A;
  - (c) Corresponded with the City of Winnipeg to finalize and close all water accounts as per the Closing Documents;
  - (d) Corresponded with Armour Property Management ("**Amour**") to settle and close all outstanding vendor accounts related to the Property;
  - (e) Cancelled the insurance on the Property effective December 22, 2020;

- (f) Delivered the Receiver's Certificate – Sale, attached hereto as Appendix B, to VLI on December 18, 2020, and filed same with the Court on December 21, 2020; and
- (g) Prepared, reviewed, and finalized this Second Report.

#### **FEES AND DISBURSEMENTS OF THE RECEIVER AND ITS LEGAL COUNSEL**

- 8. 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. RBC has been served with this Second Report, and has been provided with all invoices of the Receiver within these proceedings.
- 9. Attached as Appendix C is the invoice of the Receiver for fees and disbursements incurred during the course of the proceedings for the period December 5, 2020 to January 22, 2021. The Receiver's accounts total \$28,053 in fees and disbursements, excluding GST. The Receiver estimates that its fees and disbursements to finalize this Second Report, prepare for and attend the February 23, 2021 hearing, and to finalize the Receiver's discharge will approximate \$20,000 (plus GST) (the "**Estimated Receiver Fees**").
- 10. 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 \$367 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.
- 11. 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.

12. Attached as Appendix D is the invoice of the Receiver's legal counsel for fees and disbursements incurred during the course of the proceedings for the period November 26, 2020 to December 17, 2020. The accounts total \$19,685 in fees and disbursements excluding Provincial Sales Tax and GST. The Receiver's legal counsel estimates that its fees and disbursements for all activities following December 17, 2020, including time spent to finalize matters relating to the sale of the Property, to prepare for and attend the February 23, 2021 hearing, and to assist with finalizing the Receiver's discharge will approximate \$15,000 (plus taxes) (the "**Estimated Legal Fees**").
13. The Receiver has reviewed the invoice rendered by its legal counsel and finds it reasonable and validly incurred in accordance with the provisions of the Receivership Order.

#### **STATEMENT OF RECEIPTS AND DISBURSEMENTS**

14. The Receiver has prepared a Statement of Receipts and Disbursements for the period September 26, 2019 to February 11, 2021 for the Companies, a copy of which is attached hereto as Appendix E. Total receipts were \$2,691,235 and total disbursements were \$1,118,087, resulting in \$1,573,148 being held in trust by the Receiver (the "**Residual Trust Funds**").
15. As at the date of this Second Report, in accordance with the SAVO, the Receiver has repaid the Borrowing Facility (as defined in the Receivership Order) in full.

#### **APPROVALS SOUGHT**

16. The Receiver believes that, other than distributing the Residual Trust Funds (excluding the Estimated Receiver Fees and the Estimated Legal Fees) and certain administrative matters, the Receiver's mandate pursuant to the Receivership Order (the "**Receiver's Mandate**") is substantially complete.
17. 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

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 Second Report;

- (b) Approving the fees and disbursements of the Receiver and its legal counsel for the period December 5, 2020 to January 22, 2021, and November 26, 2020 to December 17, 2020, respectively;
- (c) Approving the Estimated Receiver Fees and the Estimated Legal Fees to complete the within application and to finalize the receivership proceedings, without the requirement of taxation or formal passing of accounts;
- (d) Approving the Receiver's Statement of Receipts and Disbursements for the period September 26, 2019 to February 11, 2021;
- (e) That upon payment of the Residual Trust Funds, and any amounts remaining from the Estimated Receiver Fees and the Estimated Legal Fees, 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;
- f) That upon the Receiver filing with this Honourable Court its 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
- (f) 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 12<sup>th</sup> day of February, 2021.

**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



## **Appendix A – Sale Approval and Vesting 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.

---

SALE APPROVAL, VESTING AND DISTRIBUTION ORDER

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(Matter No. 0169515 RAM)  
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THE QUEEN'S BENCH

WINNIPEG CENTRE

THE HONOURABLE ) Wednesday, the 16<sup>th</sup> day of  
MR. JUSTICE EDMOND ) December, 2020  
)

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.

SALE APPROVAL, VESTING AND DISTRIBUTION ORDER

THIS MOTION, made by Deloitte Restructuring Inc. (the "**Receiver**"), in its capacity as receiver and manager of certain property of the Defendants for, *inter alia*, an Order approving the sale transaction (the "**Transaction**") contemplated by an accepted Offer to Purchase dated September 21, 2020, as amended by amending agreements dated October 8, November 18, November 26 and December 1, 2020 (collectively, the "**Sale Agreement**") between the Receiver, as vendor, and Vida

Living (2019) Inc., as purchaser (the "**Purchaser**") as referenced in the First Report of the Receiver dated December 10, 2020 (the "**First Report**"), and vesting in the Purchaser all of the right, title and interest of the Defendants to the assets described in the Sale Agreement, namely the land and premises (including, without limitation, buildings and fixtures) located at 620-626 Ellice Avenue, Winnipeg, Manitoba, and certain chattels used in connection with the operation of that property as described in the Sale Agreement (collectively, the "**Ellice Property**"), was heard this day at the Winnipeg Law Courts Building, 408 York Avenue in Winnipeg, Manitoba.

ON READING the First Report, the Confidential Supplement to the First Report of the Receiver dated December 10, 2020 (the "**Confidential Report**") and the Affidavit of Marlene Starenky sworn September 10, 2019, and on hearing the submissions of counsel for the Receiver, counsel for the Plaintiff, and counsel for 6382330 Manitoba Ltd., 6472240 Manitoba Ltd., Stephen Glen Collins and Paul Owen Arsenault, no one appearing for any other person on the Service List, although properly served as appears from the Affidavit of Service of Ross A. McFadyen affirmed December 13, 2020;

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

2. THIS COURT ORDERS AND DECLARES that the Transaction is hereby approved, and the completion of the Sale Agreement by the Receiver is hereby authorized and approved, with such minor amendments as the Receiver may deem necessary. The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Ellice Property to the Purchaser.

3. THIS COURT ORDERS AND DECLARES that, except as otherwise set out herein, upon the delivery of a Receiver's Certificate to the Purchaser substantially in the form attached as Schedule "A" hereto (the "**Receiver's Certificate - Sale**"), all of the Defendants' right, title and interest in and to the Ellice Property as described in the Sale Agreement shall vest absolutely in the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise) hypothecations, mortgages, assignments, deposit arrangements, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, rights of others, including without limitation, rights of first refusal or purchase options, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**"), including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of The Honourable Mr. Justice Edmond in this proceeding dated September 26, 2019 (the "**Receivership Order**");

and (ii) all charges, security interests or claims evidenced by registrations pursuant to *The Personal Property Security Act* (Manitoba) or any other personal property registry system; and those Claims listed on Schedule "B" hereto (all of which Claims and the charges and encumbrances referenced in subparagraphs (i), (ii) and (iii) are collectively referred to herein as the "**Encumbrances**", which term shall not include the permitted encumbrances and easements listed on Schedule "C" hereto (the "**Permitted Encumbrances**")) and, for greater certainty, this Court orders that, upon the delivery of the Receiver's Certificate – Sale, all of the Claims and Encumbrances affecting or relating to the Ellice Property are hereby expunged and discharged as against the Ellice Property.

4. THIS COURT ORDERS THAT upon delivery of the Receiver's Certificate – Sale to the Purchaser, the District Registrar of the Winnipeg Land Titles Office in the Province of Manitoba shall immediately cancel Certificate of Title Nos. 2607169/1 and 2607170/1 now standing in the name of the Defendant 6382330 Manitoba Ltd. and shall immediately thereafter issue new Certificates of Title in respect of the same lands in the name of the Purchaser, free and clear from any and all Claim and Encumbrances, except those Permitted Encumbrances identified in Schedule "C" hereto, notwithstanding that the time for appeal of this Order has not expired and notwithstanding that all interested parties may not have consented to the making of this Order.

5. THIS COURT ORDERS that, for the purposes of determining the nature and priority of Claims and Encumbrances, the net proceeds from the sale of the Ellice Property (the “**Net Proceeds**”) shall stand in the place and stead of the Ellice Property, and that from and after the delivery of the Receiver's Certificate - Sale, all Claims and Encumbrances shall attach to the Net Proceeds from the sale of the Ellice Property with the same priority as they had with respect to the Ellice Property immediately prior to the sale, as if the Ellice Property had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

6. THIS COURT ORDERS AND DIRECTS the Receiver to file with the Court a copy of the Receiver's Certificate - Sale, forthwith after delivery thereof to the Purchaser.

7. THIS COURT ORDERS that, notwithstanding:

- (a) the pendency of these proceedings;
- (b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of any of the Defendants, and any bankruptcy order issued pursuant to any such applications; and

- (c) any assignment in bankruptcy made in respect of any of the Defendants;

the vesting of the Ellice Property in the Purchaser pursuant to this Order shall be binding on any licensed insolvency trustee of the bankruptcy estate that may be appointed in respect of any of the Defendants and shall not be void or voidable by creditors of the Defendants, nor shall it constitute nor be deemed a settlement, fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act (Canada)*, or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

8. THIS COURT ORDERS that upon delivery of the Receiver's Certificate - Sale, all of the rights and obligations of Defendants under the lease agreements relating to the Ellice Property with: (i) Coinamatic Canada Inc.; (ii) Richard Doering operating as "Pawn Traders"; and (iii) residential tenants (collectively, the "**Lease Agreements**") shall be assigned to and assumed by the Purchaser.

9. THIS COURT ORDERS that the assumption by the Purchaser of the rights and obligations of the Defendants under the Lease Agreements and the assignment of the Lease Agreements to the Purchaser by this Order are valid and binding upon the Purchaser notwithstanding any restriction or prohibition contained in



the said Lease Agreements relating to the assignment thereof, including any provisions requiring the consent of any party to the assignment.

10. THIS COURT ORDERS that upon delivery of the Receiver's Certificate - Sale, the Defendants' right, title and interest in the Lease Agreements shall vest absolutely in the Purchaser free and clear of all Claims and Encumbrances. The Purchaser shall pay any amount owing by any of the Defendants under the Lease Agreements and shall perform all obligations arising under the Lease Agreements from and after closing of the Transaction.

11. THIS COURT ORDERS that following the closing of the Transaction, subject to the repayment of the Receiver's Borrowing Facility and the retention of a residual holdback on account of the estimated fees and disbursements of the Receiver and its legal counsel, the Receiver is hereby authorized and directed to make a distribution of funds to creditors of the Defendants in accordance with the scheme of distribution as set out at paragraph 33 of the First Report, as follows:

- (a) to the City of Winnipeg in the required amount on account of the Property Tax Claim (as defined at paragraph 32(c) of the First Report);  
and
- (b) after making the payments described above, the Receiver shall pay the remainder of the Net Proceeds to the Plaintiff on account of the

additional amounts owing by the Defendants to the Plaintiff, which amounts were secured by the Plaintiff's security as against the Ellice Property.

12. THIS COURT APPROVES all activities, actions, and proposed courses of action of the Receiver to date in relation to the discharge of its duties and mandate as Receiver of the Ellice Property, as such actions of the Receiver are more particularly described in the First Report and the Confidential Report, as well as the Receiver's Statement of Receipts and Disbursements contained in the First Report.

13. THIS COURT APPROVES the professional fees and disbursements of the Receiver and its legal counsel, as set out in the First Report, without the necessity of a formal passing of accounts.

14. THIS COURT ORDERS that the Confidential Report shall be treated as confidential and sealed and shall neither form part of the public record nor be disclosed to any party to this proceeding or otherwise, except:

- (a) by further Order of this Court, following notice to the Receiver of any motion seeking such an Order; or
- (b) upon the date on which the Receiver files with the Court the Receiver's Certificate – Sale, certifying that all transactions relating to the assets

dealt with in the Confidential Report have closed to the satisfaction of the Receiver;

whichever shall first occur, whereupon the Confidential Report shall form part of the public record and shall no longer be sealed.

15. 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 of America 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.

December , 2020

J.G.  
Edmond, J

Digitally signed by J.G.  
Edmond, J  
Date: 2020.12.16  
14:18:55 -06'00'

I, ROSS A. MCFADYEN OF THE FIRM OF THOMPSON DORFMAN SWEATMAN LLP HEREBY CERTIFY THAT I HAVE RECEIVED THE CONSENTS AS TO FORM OF THE FOLLOWING PARTIES: THE PLAINTFF AND 6382330 MANITOBA LTD., 6472240 MANITOBA LTD., STEPHEN GLEN COLLINS AND PAUL OWEN ARSENAULT, AS DIRECTED BY THE HONOURABLE MR. JUSTICE EDMOND.

**SCHEDULE "A"**

FORM OF RECEIVER'S CERTIFICATE - SALE

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.

RECEIVER'S CERTIFICATE - SALE

RECITALS

A. Pursuant to the Order of the Honourable Mr. Justice Edmond of the Manitoba Court of Queen's Bench (the "**Court**") dated September 26, 2019, Deloitte Restructuring Inc. was appointed as the receiver and manager (the "**Receiver**") of certain undertaking, property and assets of the Defendants.

B. Pursuant to an Order of the Court dated December 16, 2020, the Court approved the acceptance of the Offer to Purchase dated September 21, 2019, as amended by amending agreements dated October 8, November 18, November 26 and December 1, 2020 (collectively, the "**Sale Agreement**") between the Receiver, as vendor, and Vida Living (2019) Inc., as purchaser (the "**Purchaser**"), as described in the First Report of the Receiver dated December 10, 2020, and provided for the



**SCHEDULE "B"**

**REAL PROPERTY TO BE VESTED – ENCUMBRANCES TO BE EXPUNGED**

Title No. 2607169/1

SP LOTS 23, 24, 25 AND 26 PLAN 33483 WLTO  
IN RL 71 AND 72 PARISH OF ST JAMES

*Encumbrances to be Expunged From Title No. 2607169/1:*

Mortgage No. 4615316/1 from 6382330 Manitoba Ltd. to Royal Bank of  
Canada

Personal Property Security Notice 4615317/1 from Royal Bank of Canada

Caveat No. 4615318/1 from Royal Bank of Canada

Mortgage No. 4990183/1 from 6382330 Manitoba Ltd. to Advantage  
Mortgage Centre Inc.

Caveat No. 4995180/1 from Advantage Mortgage Centre Inc.

Personal Property Security Notice 4995181/1 from Advantage Mortgage  
Centre Inc.

Title No. 2607170/1

SP LOT 22 PLAN 33483 WLTO  
IN RL 71 AND 72 PARISH OF ST JAMES

*Encumbrances to be Expunged From Title No. 2607170/1:*

Mortgage No. 4615316/1 from 6382330 Manitoba Ltd. to Royal Bank of  
Canada

Personal Property Security Notice 4615317/1 from Royal Bank of Canada

Caveat No. 4615318/1 from Royal Bank of Canada

Mortgage No. 4990183/1 from 6382330 Manitoba Ltd. to Advantage  
Mortgage Centre Inc.

Caveat No. 4990184/1 from Advantage Mortgage Centre Inc.

Personal Property Security Notice 4990185/1 from Advantage Mortgage  
Centre Inc.

**SCHEDULE "C"**

**PERMITTED ENCUMBRANCES**

Title No. 2607169/1

Caveat No. 4282773/1 in favour of Coinamatic Canada Inc.

Notice No. 4621849/1 in favour of the Director of Residential Tenancies, Province of Manitoba

Title No. 2607170/1

Caveat No. 4282773/1 in favour of Coinamatic Canada Inc.



**Appendix B – Receiver’s Certificate – Sale**

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.  
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Defendants.

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RECEIVER'S CERTIFICATE - SALE

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(Email: [ram@tdslaw.com](mailto:ram@tdslaw.com))

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:

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B. Pursuant to an Order of the Court dated December 16, 2020, the Court approved the acceptance of the Offer to Purchase dated September 21, 2020, as amended by amending agreements dated October 8, November 18, November 26 and December 1, 2020 (collectively, the "**Sale Agreement**") between the Receiver, as vendor, and Vida Living (2019) Inc., as purchaser (the "**Purchaser**"), as described in the First Report of the Receiver dated December 10, 2020, and provided for the vesting in the Purchaser of the right, title and interest of the Defendants in and to the assets described in the Sale Agreement, namely the land

and premises (including buildings and fixtures) located at 620-626 Ellice Avenue, Winnipeg, Manitoba, and certain chattels used in connection with the operation of that property as described in the Sale Agreement (collectively, the “**Ellice Property**”), which vesting is to be effective with respect to the Ellice Property upon the delivery by the Receiver to the Purchaser of a certificate confirming: (i) the payment by the Purchaser of the Purchase Price for the Ellice Property; (ii) that the conditions to closing as set out in the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.

C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Sale Agreement.

THE RECEIVER CERTIFIES the following:

1. The Purchaser has paid and the Receiver has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to closing as set out in the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and
3. The Transaction has been completed to the satisfaction of the Receiver.
4. This Certificate was delivered by the Receiver at the City of Winnipeg, in Manitoba on the 18<sup>th</sup> day of December, 2020.

Deloitte Restructuring Inc., in its capacity as Receiver of the undertaking, property and assets of the Defendants, and not in its personal capacity

per: 

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

## **Appendix C – 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
25-Jan-21	8001570934	\$ 28,053	\$ -	\$ 1,403	\$ 29,455	72.6
<b>Total</b>		<b>\$ 28,053</b>	<b>\$ -</b>	<b>\$ 1,403</b>	<b>\$ 29,455</b>	<b>72.6</b>



**Invoice 8001570934**

**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 25, 2021  
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 December 5, 2020 to January 22, 2021:

B. Warga - Partner (24.1 hrs): 12,050.00  
B. Taylor - Partner (1.0 hrs): 500.00  
J. Fritz - Senior Manager (29.5 hrs): 11,062.50  
T. Dew - Senior Associate (17.6 hrs): 4,400.00  
A. Keene - Technician (0.4 hrs): 40.00  
Total (72.6 hrs): 28,052.50

**Sales Tax**

GST applicable 28,052.50

GST at 5.00 % 1,402.63

**Total Amount Due (CAD) 29,455.13**

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: 8001570934**

Date	Name	Hours	Total	Description
12/5/2020	Fritz, John	0.6	225.00	Correspondence to Property Manager re: operational and sale process matters.
12/5/2020	Warga, Brent	2.4	1,200.00	Review and updates to First Report and Confidential Report.
12/6/2020	Fritz, John	4.4	1,650.00	Court reporting and compilation of closing matter items; update to B. Warga.
12/6/2020	Warga, Brent	0.3	150.00	Review of e-mail correspondence from J. Fritz re: reporting.
12/7/2020	Fritz, John	3.1	1,162.50	Correspondence with Property Manager and counsel re: Court Reporting and sale matters; Receiver's Report revisions; direction to T. Dew re: operational matters.
12/7/2020	Warga, Brent	2.1	1,050.00	Review and updates to First Report and Confidential Report; review of application materials from TDS.
12/8/2020	Dew, Todd	1.0	250.00	Review Manitoba Hydro bills; compare to rent roll; request move in reports be sent to Manitoba Hydro.
12/8/2020	Fritz, John	1.4	525.00	Court reporting; correspondence with Property Manager re: ongoing operations and reporting information.
12/8/2020	Warga, Brent	1.3	650.00	Review of TDS's comments on Reporting; updates to same.
12/9/2020	Dew, Todd	0.2	50.00	Trust accounting.
12/9/2020	Fritz, John	2.6	975.00	Calls and correspondence with Property Manager re: operational and sales process matters; Court reporting and correspondence with counsel.
12/9/2020	Warga, Brent	0.8	400.00	Review and updates to reporting.
12/9/2020	Taylor, Robert	1.0	500.00	QAR of First Report and Confidential Supplement.
12/10/2020	Fritz, John	1.9	712.50	Court reporting finalization; correspondence with counsel to the Receiver; correspondence with Property Manager re: operation matters.
12/10/2020	Warga, Brent	1.8	900.00	Review and finalization of First Report and Confidential Supplement; review of various e-mail correspondence from TDS; e-mail correspondence with RBC.
12/11/2020	Keene, Ashley	0.2	20.00	Website updates.
12/11/2020	Fritz, John	0.5	187.50	Creditor enquiry re: Court hearing and sale transaction; direction to T. Dew re: utilities.
12/15/2020	Fritz, John	1.9	712.50	Correspondence with counsel re: sales process, closing documentation, and Court hearing matters; calls and correspondence with Property Manager re: sales process and operational matters.
12/15/2020	Warga, Brent	2.1	1,050.00	Review of closing documents from TDS; various e-mail correspondence to/from TDS re: principals of the Companies.
12/16/2020	Fritz, John	2.4	900.00	Sale approval and Court matters; correspondence and calls with counsel re: sale closing process and documentation.
12/16/2020	Warga, Brent	1.9	950.00	Attendance at Court hearing (via phone); call with TDS re: hearing; review of draft order; review of closing documents; e-mail correspondence with TDS.
12/17/2020	Keene, Ashley	0.2	20.00	Website updates.
12/17/2020	Fritz, John	1.8	675.00	Calls and correspondence with counsel and Property Manager re: closing documents; compilation and preparation of schedules for closing.
12/17/2020	Warga, Brent	2.8	1,400.00	Review of closing documents; call with Armour; calls with TDS; review of documents from Armour re: tenants.
12/18/2020	Dew, Todd	0.4	100.00	Review utility bills; email to Richard at Armour Management re: meter readings.
12/18/2020	Fritz, John	3.4	1,275.00	Calls and correspondence with counsel, purchaser and Property Manager re: closing matters and documentation.
12/18/2020	Warga, Brent	3.3	1,650.00	Various file closing matters with TDS and the purchaser; call with M. Dow.
12/21/2020	Dew, Todd	2.0	500.00	Review hydro meter and water meter readings; emails surrounding meter readings to Armour; telephone call to MB Hydro re: Receiver Hydro accounts.
12/21/2020	Fritz, John	1.1	412.50	Closing items; correspondence with Property Manager, counsel, and realtor; direction to T. Dew.
12/21/2020	Warga, Brent	0.5	250.00	Review of final closing trust letters; correspondence with TDS re: same.
12/22/2020	Dew, Todd	2.5	625.00	Enter and review hydro meter and water meter readings; telephone call to MB Hydro re: Receiver Hydro accounts; email Hydro and City of Winnipeg with final meter readings.
12/22/2020	Fritz, John	0.9	337.50	Post-closing matters; supplier account closure; direction to T. Dew re: post-closing items.
12/22/2020	Warga, Brent	0.5	250.00	Review of various e-mail correspondence re: final utilities.
12/23/2020	Dew, Todd	1.5	375.00	Cancellation of MTS bills, internet bills, monitoring accounts and finalize City of Winnipeg water meter readings.
12/23/2020	Fritz, John	0.3	112.50	Correspondence with T. Dew re: post-closing matters and supplier account closures.
12/23/2020	Warga, Brent	0.3	150.00	Review of various e-mail correspondence.
12/28/2020	Warga, Brent	0.5	250.00	E-mail correspondence with Armour re: security matters.
1/4/2021	Dew, Todd	0.3	75.00	Finalize water meter readings with City of Winnipeg.
1/4/2021	Fritz, John	0.3	112.50	Correspondence with T. Dew re: closing matters.
1/5/2021	Fritz, John	0.1	37.50	Correspondence with Property Manager re: final payables.
1/6/2021	Dew, Todd	1.0	250.00	Review and update City of Winnipeg final water bills; telephone call to City of Winnipeg re: tenants water bills.
1/6/2021	Warga, Brent	0.3	150.00	E-mail correspondence with TDS re: closing; review of closing utility correspondence.
1/7/2021	Fritz, John	0.3	112.50	Review of information from Armour; compilation and correspondence to T. Dew re: finalize payables.
1/7/2021	Warga, Brent	0.1	50.00	Review of various e-mail correspondence.
1/11/2021	Fritz, John	0.8	300.00	Compilation and summary of outstanding accounts to Property Manager re: finalizing account balances.
1/11/2021	Warga, Brent	0.2	100.00	Review of e-mail correspondence.
1/12/2021	Dew, Todd	0.3	75.00	Trust accounting.
1/14/2021	Dew, Todd	2.5	625.00	Processing of payables; review of City of Winnipeg Water bills.
1/14/2021	Fritz, John	0.7	262.50	Review of final supplier invoices and requests for payments.
1/14/2021	Warga, Brent	0.4	200.00	Review of various e-mail correspondence re: final account billings.
1/15/2021	Dew, Todd	2.5	625.00	Review final Manitoba Hydro bills; processing of payables; review of City of Winnipeg water bills; telephone calls and emails with Manitoba Hydro.
1/15/2021	Fritz, John	0.7	262.50	Account closing matters; call with City of Winnipeg; review and direction to T. Dew re: finalizing Hydro accounts.
1/15/2021	Warga, Brent	0.3	150.00	Review and signing of cheques.
1/18/2021	Dew, Todd	1.0	250.00	Review sale cheques from TDS; telephone call with MB Hydro re: final bills on 14 suites.
1/18/2021	Fritz, John	0.3	112.50	Closing matters; direction to T. Dew; correspondence with former Property Manager.
1/18/2021	Warga, Brent	0.3	150.00	Review of correspondence from TDS re: final proceeds; correspondence with T. Dew and J. Fritz re: allocation of same.
1/19/2021	Dew, Todd	1.0	250.00	Trust accounting; finalize Manitoba Hydro bills.
1/20/2021	Dew, Todd	0.4	100.00	Processing of payables.
1/20/2021	Warga, Brent	1.7	850.00	Review and updates to R&D; e-mail correspondence to/from TDS re: accounts and discharge; various e-mail correspondence with RBC re: interim payment and repayment of the borrowing facility.
1/22/2021	Dew, Todd	1.0	250.00	Processing of payables; trust accounting; telephone calls and emails re: account closings.
1/22/2021	Warga, Brent	0.2	100.00	E-mail correspondence to/from TDS re: discharge.
<b>Total</b>		<b>72.6</b>	<b>\$ 28,052.50</b>	



**Appendix D – 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
19-Dec-20	627645	\$ 19,438	\$ 247	\$ 979	\$ 1,361	\$ 22,024	53.7
<b>Total</b>		<b>\$ 19,438</b>	<b>\$ 247</b>	<b>\$ 979</b>	<b>\$ 1,361</b>	<b>\$ 22,024</b>	<b>53.7</b>



**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

December 19, 2020

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

Attention: Brent Warga

Invoice No. 627645

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

Disbursements:

Paid to	Court Fees PAYEE: McFadyen, Ross A.; REQUEST#: 311196; DATE: 12/14/2020. - Reimbursement for Filing Fee for Notice of Motion	\$	100.00	
Paid to	Legal Data Resources Corp.	\$	22.00	*
Paid to	Imaging	\$	125.00	*
Total Disbursements		\$	247.00	
*GST/HST on Taxable Disbursements		\$	7.34	

Our fees for all professional services:

<u>Date</u>	<u>Tkpr</u>	<u>Description</u>	<u>Hours</u>	<u>Amount</u>
November 26, 2020	RAM	E-mail from T. Comeau, B. Warga and Danny Spencer regarding amendment and extension; e-mail to B. Warga and J. Fritz regarding amendment and RTB information;	0.20	\$ 85.00
December 1, 2020	RAM	E-mail from Danny Spencer and T. Comeau regarding waiver of conditions; Conference with Danny Spencer regarding security opinion, court dates;	0.20	\$ 85.00



<u>Date</u>	<u>Tkpr</u>	<u>Description</u>	<u>Hours</u>	<u>Amount</u>
		E-mail from and E-mail to J. Fritz, B. Warga regarding security opinion and court dates		
December 1, 2020	DCS	Correspondence with all parties; negotiating fourth amendment to agreement	1.00	\$ 400.00
December 3, 2020	RAM	E-mail from and e-mail to Danny Spencer, T. Comeau and B. Warga regarding waiver of conditions and extension; e-mail to Motions Coordinator regarding hearing dates; conference call with B. Warga and J. Fritz regarding extension and RTB condition;	0.30	\$ 127.50
December 3, 2020	DCS	Resolving outstanding conditions; waiving conditions of purchaser	1.00	\$ 400.00
December 4, 2020	RAM	E-mail from R. Lovett, Danny Spencer and T. Comeau regarding waiver of conditions and walk-through; e-mail from Motions coordinator regarding hearing; e-mail to B. Warga and J. Fritz regarding dates for approval and vesting order and timing for materials; preparing draft outline notice of Motion for approval and vesting Order and draft outline approval and vesting Order;	0.60	\$ 255.00
December 4, 2020	DCS	Resolving outstanding conditions; waiving conditions of purchaser	0.20	\$ 80.00
December 7, 2020	RAM	E-mail to and Letter to Motions coordinator regarding hearing date for approval and vesting order; Preparing draft Notice of Motion for approval and vesting Order, draft approval and vesting Order; Telephone call from J. Fritz regarding draft report; E-mail to Danny Spencer regarding tax search; E-mail to B. Warga, J. Fritz, Danny Spencer regarding draft Notice of Motion for approval, vesting,	3.60	\$ 1,530.00



<u>Date</u>	<u>Tkpr</u>	<u>Description</u>	<u>Hours</u>	<u>Amount</u>
		distribution, discharge, draft Order; Reviewing credit and security agreements, searches; Preparing draft security review and opinion		
December 8, 2020	RAM	E-mail from and E-mail to B. Warga regarding draft approval and vesting order; E-mail from and E-mail to J. Fritz, B. Warga regarding property taxes, leases; Reviewing credit and security agreements, searches; Preparing draft security review and opinion; Reviewing and Revising draft Notice of Motion and draft Order regarding sale approval, distribution, discharge; E-mail from J. Fritz, B. Warga regarding draft First Report, Confidential Supplement; Reviewing and Revising draft First Report, Confidential Supplement	3.30	\$ 1,402.50
December 9, 2020	RAM	E-mail from and e-mail to B. WArga regarding finalizing reports; e-mail from J. Fritz regarding draft First Report; e-mail to and e-mail from M. Dow regarding draft First Report and Confidential Supplement; e-mail from M. Dow and B. Warga regarding litigation with guarantors; reviewing and considering pleadings litigation with guarantors;	0.80	\$ 340.00
December 10, 2020	RAM	E-mail from and e-mail to B. Warga regarding finalizing materials; e-mail from M. Dow regarding finalizing materials for sale approval; e-mail from B. Warga regarding First Report and Confidential Report; finalizing Notice of Motion for sale approval, vesting, distribution and discharge; e-filing Notice of Motion for approval, vesting, distribution and discharge; First Report and Confidential Report; e-mail to Service List regarding Notice of Motion for approval, vesting, and distribution	2.00	\$ 850.00



<u>Date</u>	<u>Tkpr</u>	<u>Description</u>	<u>Hours</u>	<u>Amount</u>
		discharge; preparing outline of Affidavit of Registrar regarding call-in details for hearing; e-mail to J. Fleming and T. Comeau regarding conference; e-mail from and e-mail to W. Onchulenko regarding service of materials;		
December 11, 2020	RAM	E-mail from Justice Edmond's assistant regarding teleconference details; E-mail to Service List regarding teleconference details; E-mail from and E-mail to P. Piper regarding CRA position	0.30	\$ 127.50
December 12, 2020	RAM	Reviewing First Report and Confidential Supplement; preparing Brief regarding sale approval; preparing for hearing of sale approval and vesting order;	2.30	\$ 977.50
December 13, 2020	RAM	Reviewing First Report and Confidential Supplement; preparing Brief regarding sale approval; finalizing Affidavit of Service; e-filing Motion Brief and Affidavit of Service; preparing for hearing of sale approval and vesting order;	1.00	\$ 425.00
December 14, 2020	RAM	E-mail from and e-mail to Registrar regarding filing Notice of Motion for; reviewing First Report and Confidential Supplement; preparing for hearing of sale approval and vesting order; e-mail from Danny Spencer regarding closing adjustments; e-mail to T. Comeau and J. Fleming regarding nominee; e-mail from and e-mail to B. Warga and J. Fritz regarding information for hearing; telephone call to B. Warga regarding hearing for vesting Order;	4.20	\$ 1,785.00
December 14, 2020	DCS	Reviewing and revising closing documents; preparing to close transaction	1.30	\$ 520.00
December 14, 2020	KBB	Reviewing agreement; Preparing	2.90	\$ 0.00



<u>Date</u>	<u>Tkpr</u>	<u>Description</u>	<u>Hours</u>	<u>Amount</u>
		agenda and closing documents; E-mail exchange with counsel regarding preparation of documents		
December 15, 2020	RAM	E-mail from Danny Spencer regarding closing documents; reviewing and considering submission for hearing of approval and vesting order; voice mail from, voice mail to, e-mail from and e-mail to L. Feldman regarding purchase price; e-mail to and e-mail from B. Warga and J. Fritz regarding disclosure of purchase price; e-mail from J. Levine regarding deposit;	1.50	\$ 637.50
December 15, 2020	DCS	Reviewing and revising closing documents; preparing to close transaction	4.30	\$ 1,720.00
December 15, 2020	KBB	Reviewing amendments; E-mail exchange with counsel and client regarding revisions to documents; Revising documents and agenda	1.20	\$ 0.00
December 16, 2020	RAM	E-mail from J. Fritz regarding closing adjustments; Conference with and E-mail from Danny Spencer regarding closing adjustments, documents, leases; Voice mail to L. Feldman regarding purchase price; Attending at hearing regarding sale approval and vesting order; E-mail from, E-mail to and Telephone call to B. Warga regarding sale approval, closing documents; E-mail from and Telephone call to M. Dow regarding sale approval, form of Order; Revising draft form of Approval and Vesting Order; E-mail to and E-mail from other counsel regarding draft form of Approval and Vesting Order; E-filing Approval and Vesting Order	3.00	\$ 1,275.00
December 16, 2020	DCS	Reviewing and revising closing documents; attending at court hearing; preparing to close transaction	7.30	\$ 2,920.00



<u>Date</u>	<u>Tkpr</u>	<u>Description</u>	<u>Hours</u>	<u>Amount</u>
December 16, 2020	KBB	Reviewing amendments; E-mail exchange with counsel and client regarding revisions to documents; Reviewing documents and agenda and vesting order	1.60	\$ 0.00
December 17, 2020	RAM	E-mail from Danny Spencer and B. Warga regarding closing documents; E-mail from and E-mail to W. Evans regarding form of Approval and Vesting Order; Preparing form of Receiver's Certificate; E-mail to B. Warga, J. Fritz regarding Receiver's Certificate; E-mail from and Telephone call to M. Dow regarding release of RBC interest	0.60	\$ 255.00
December 17, 2020	DCS	Reviewing and revising closing documents; preparing to close transaction; revising trust letter	8.10	\$ 3,240.00
December 17, 2020	KBB	E-mail exchange with counsel and client regarding revisions to documents; Reviewing documents and agenda and vesting order; Reviewing lease and deposit information; Preparing trust letter	0.90	\$ 0.00
Total Fees				\$ 19,437.50
GST/HST on Fees				\$ 971.88
RST on Fees				\$ 1,360.63
Total Fees, Disbursements and Taxes				\$ 22,024.35

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	=	23.90 hrs.	@	\$ 425.00	\$	10,157.50
Danny C. Spencer	=	23.20 hrs.	@	\$ 400.00	\$	9,280.00
Kevin B.. Bruce	=	6.60 hrs.	@	\$ 0.00	\$	0.00
Total Fees					\$	19,437.50

**Appendix E – Statement of Receipts and Disbursements for the period September 26,  
2019 to February 11, 2021**

**6382330 MANITOBA LTD., PGRP PROPERTIES INC., AND 6472240 MANITOBA LTD.**  
**STATEMENT OF RECEIPTS AND DISBURSEMENTS**  
for the period of September 26, 2019 to February 11, 2021

	<u>Amount</u>	<u>Notes</u>
<b>Receipts</b>		
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)	257,382	
Sale proceeds	2,190,000	(1)
<b>Total Receipts</b>	<b>2,691,235</b>	
<b>Disbursements</b>		
Appraisal fees	4,640	
Bailiff fees	160	
Commission on property sale	62,415	
Contract caretakers	7,572	
Filing fees	70	
GST paid on disbursements	8,645	
GST paid on legal fees	1,617	
GST paid on Receiver fees	12,936	
Insurance	50,679	
Interest	7,543	
Legal fees and disbursements	32,446	(2)
Property management fees	33,990	
Property taxes	308,373	
PST paid on legal fees	2,240	
PST paid on disbursements	4,126	
Receiver fees and disbursements	258,715	(3)
Repair and maintenance costs (suites)	62,788	
Repayment of Receiver's Borrowing Certificates	200,000	
Security	7,851	
Utilities	48,249	
Waste disposal	3,031	
<b>Total Disbursements</b>	<b>1,118,087</b>	
<b>Excess of Receipts over Disbursements - Funds Held in Trust as at February 11, 2021</b>	<b>\$ 1,573,148</b>	

**Notes:**

- (1) Subsequent to the Court granting the sale approval and vesting order on December 16, 2020, on December 18, 2020, VLI raised concerns that the Property had deteriorated since its onsite inspection, and was now seeking a reduction in the purchase price of approximately \$92,750 to \$136,200 pursuant to the terms of the Sale Agreement. The Receiver took issue with the positions advanced by VLI, but following negotiations, and with the consent of RBC, came to a mutual agreement to reduce the purchase price by \$10,000.
- (2) Excludes fees and disbursements of the Receiver's legal counsel subsequent to December 17, 2020.
- (3) Excludes fees and disbursements of the Receiver subsequent to January 22, 2021.