

District of: Manitoba
Court No. CI 18-01-18370

FORM 87
Notice and Statement of the Receiver
(Subsection 245(1) and 246(1) of the
Bankruptcy and Insolvency Act)

IN THE MATTER OF THE RECEIVERSHIP OF
FORCE RENTALS LTD. and 5604070 MANITOBA LTD.
of the City of Virden, in the Province of Manitoba

The Receiver gives notice and declares that:

1. On the 21st day of December, 2018, Deloitte Restructuring Inc. (“Deloitte”) was appointed by the Court of Queen’s Bench for Manitoba as the receiver (the “Receiver”) in respect of all the assets, undertakings and properties (the “Property”) of Force Rentals Ltd. (“Force”) and 5604070 Manitoba Ltd. (O/A Titan Production Testing) (“Titan”) (collectively the “Companies”), insolvent persons, which forms the security of the Royal Bank of Canada (“RBC”) that is described below:

Description	Force	Titan	Combined
Accounts Receivable	\$71,018	\$166,334	\$237,352
Other Current Assets	7,997	35,951	43,948
Fixed Assets	2,069,495	783,139	2,852,634
Other Long-Term Assets	51,000	483,973	534,973
Total ¹	\$2,199,510	\$1,469,397	\$3,668,907

1) All asset book values are based on amounts reported by the Companies as at October 31, 2018. The net realizable value of the assets will differ from the aggregate of the above book values, and the differences may be significant.

2. Deloitte became Receiver by virtue of an order of the Honourable Justice C. W. Martin of the Court of Queen’s Bench for Manitoba which is attached to this Notice as **Schedule “A”**.
3. The Receiver took possession and control of the Property described above on the 21st day of December, 2018.
4. The following information relates to the receivership:

(a) Mailing Address: 165 Queen Street, Virden, MB R0M 2C0

(b) Principal line of business: Oilfield services and equipment rental

(c) Location(s) of business: 165 Queen Street, Virden, MB R0M 2C0

(d) Amount owed to each creditor who holds a security on the property described above:

Description	Force	Titan	Combined
RBC ¹	\$1,746,788	\$556,488	\$2,303,276
Canada Revenue Agency ²	109,000	130,000	239,000
Bank of Nova Scotia	1	-	1
GM Financial Canada Leasing	1	-	1
Lorne Arnold Andrews	-	1	1
Mark Howard Wilton	-	1	1
Merchant Advance Capital	-	1	1
Rocket Leasing	1	1	2
Total	\$1,855,791	\$686,492	\$2,542,283

1) Based on the Affidavit of Gordon Fry sworn on December 11, 2018.

2) Based on estimates provided to the Receiver by Canada Revenue Agency on December 18, 2018.

(e) The list of other creditors and the amount owed to each creditor is as follows:

Force – see attached Schedule “B”	\$353,729
Titan – see attached Schedule “C”	225,853
Total	\$579,582

(f) The intended plan of action of the Receiver during the receivership, to the extent that such a plan has been determined is as follows:

- a. Collection of accounts receivable; and
- b. Sale of the Property of the Companies by tender or otherwise to maximize net realizations.

(g) Contact person for the Receiver:

Deloitte Restructuring Inc.
360 Main Street, Suite 2300
Winnipeg, MB R3C 3Z3
Attention: John R. Fritz
Tel: (204)942-0051
Fax: (204)947-2689

Dated at Winnipeg, Manitoba, this 31st day of December, 2018.

DELOITTE RESTRUCTURING INC.,

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



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

SCHEDULE A – RECEIVERSHIP ORDER

File No. CI 18-01-18370

**THE QUEEN'S BENCH
WINNIPEG CENTRE**

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

BETWEEN:

ROYAL BANK OF CANADA,

- and -

APPLICANT,

FORCE RENTALS LTD. and 5604070 MANITOBA LTD.,

RESPONDENTS.

CONSENT 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/ AARON W.K. CHALLIS

File No. 180007-807/JMJD

THE QUEEN'S BENCH
WINNIPEG CENTRE

THE HONOURABLE MR.)
JUSTICE MARTIN) Friday, the 21st day
of December, 2018

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

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- and -

APPLICANT,

FORCE RENTALS LTD. and 5604070 MANITOBA LTD.,

RESPONDENTS.

CONSENT RECEIVERSHIP ORDER

THIS APPLICATION made by the Applicant 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 Respondents, Force Rentals Ltd. and 5604070 Manitoba Ltd., 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"), 5604070 Manitoba Ltd. and the Department of Justice, no other interested party appearing although properly served as evidenced by the Affidavits of Service filed herein and upon reading the Consent to Receivership Order from each of the Respondents, Force Rentals

Ltd. and 5604070 Manitoba Ltd. (collectively the "**Debtors**") and the personal Guarantors of the indebtedness owed by Force Rentals Ltd. and 5604070 Manitoba Ltd. to the Applicant, and upon hearing all other parties present, and on reading the Notice of Application on behalf of the Applicant dated December 13, 2018, the Affidavit of Gordon Fry sworn on the 11th day of December, 2018, the consent of Deloitte Restructuring Inc., the Brief of Law on behalf of the Applicant and the pleadings and proceedings herein;

THE COURT ORDERS:

SERVICE

1. The time for service of the Notice of Application is hereby abridged and validated so that this Application 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, without security, of all of the assets, undertakings and properties of FORCE RENTALS LTD. and 5604070 MANITOBA LTD. acquired for, or used in relation to the business carried on by the Debtors, 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 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 worker's health and safety 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 on 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 \$250,000.00; 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 (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.

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 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 Work Place 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. Subject to any application made pursuant to Paragraph 32 herein, 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, 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, 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, not to exceed \$150,000.00 without prior leave of the Court, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

21. Subject to any application made pursuant to Paragraph 32 herein, 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, 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. That 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. The Applicant shall have its costs of this application, up to and including entry and service of this Order, provided for by the terms of the Applicant's security or, if not so provided by the Applicant'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. Without limiting the generality of the foregoing, any interested party may apply to this Court on notice to any other party likely to be affected for a determination as to whether amounts owing under sections 227(4) and (4.1) of the *Income Tax Act*, R.S.C. 1985 c. 1 (5th Supplement), sections 23(3) and (4) of the *Canada Pension Plan*, R.S.C. 1985, c.C-8, sections 86(2) and (2.1) of the *Employment Insurance Act*, R.C. 1996, c. 23, section 46 of the *Income Tax Act*, C.C.S.M. c.110 (Manitoba), and sections 222(1) and 222(3) of the *Excise Tax Act*, R.S.C. c.E-15, take priority to payment of the Receiver's Charge and/or the Receiver's Borrowings Charge.

FURTHER SERVICE

33. The Applicant 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 Respondents' creditors or other interested parties at their respective addresses as last shown on the records of the Respondents 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 the Applicant 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 the Applicant shall prepare and keep a current list ("**Service List**") containing the name and contact information (which may include the address, telephone number and facsimile number or e-mail address) for service to: the Applicant; the Receiver; and each creditor or other interested party who has sent a request, in writing, to counsel for the Applicant 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.
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 the Applicant 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 the Applicant 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 the Applicant from such person.
37. The Applicant, 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 Monitor may post a copy of any or all such materials on its website at www.insolvencies.deloitte.ca/forcerentals.

38. This matter shall come back before the Court on Wednesday, January 9, 2019, at 1:00 p.m.

DATE

Digitally signed by C.W. Martin,
J.
Date: 2018.12.21 16:01:34 -06'00'

SCHEDULE "A"
RECEIVER CERTIFICATE

CERTIFICATE NO.

AMOUNT \$

1. THIS IS TO CERTIFY that Deloitte Restructuring Inc., the receiver (the "**Receiver**") of the assets, undertakings and properties FORCE RENTALS LTD. and 5604070 MANITOBA LTD. (the "**Debtors**") acquired for, or used in relation to a business carried on by the Debtors, including all proceeds thereof (collectively, the "**Property**") appointed by Order of the Manitoba Court of Queen's Bench (the "**Court**") dated the _____ of _____, 2018 (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.

2. 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.

3. 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.

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

5. 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.

6. 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.

7. 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 FORCE RENTALS LTD. AND 5604070
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. 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 – 360 Main Street
Winnipeg, MB R3C 3Z3
Attention: J. Michael Dow
Email: mdow@fillmoreriley.com
Fax: 204-954-0319
2. Deloitte Restructuring Inc.
360 Main Street, Suite 2300
Winnipeg, MB R3C 3Z3
Attention: John Fritz
Email: jofritz@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:

- 1. Fillmore Riley LLP
1700 – 360 Main Street
Winnipeg, MB R3C 3Z3
Attention: J. Michael Dow
Email: mdow@fillmoreriley.com
Fax: 204-954-0319

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

**Re: In the Matter of the Receivership of FORCE RENTALS LTD. AND 5604070
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: _____

SCHEDULE B – FORCE UNSECURED CREDITORS

**Force Rentals Ltd.
Unsecured Creditors**

Creditor	Amount
6697683 Manitoba Ltd.	\$ 17
6998781 Manitoba Ltd.	46,726
Air Liquide Canada Inc.	494
Andrew Agencies Ltd.	3,879
ArcRite Welding	556
Assiniboine Collision	321
Bell MTS	352
Construction Safety Association of MB	525
Courage oilfield Services	4,526
CRA - Tax Pacific GST	46
CRA - Tax Pacific	107,000
Elkhorn Auto	530
Fabtech Design	32,644
Ferlin Beamish	2,186
Frank E Bennett	470
GM Financial Canada Leasing Ltd.	12,602
Grand Valley Mechanical LTD.	3,808
Integra Tire	512
K. Kilford Construction LTD.	194
Larry Coulter	6,000
Lemret Investments Inc.	1,932
Longshot Services	478
LRB Electric	4,550
Manitoba Finance - Taxation Division	5,124
Manitoba Hydro	1,232
Mar-Dee Enterprises	40,259
Maxim Truck & Trailer	4,540
McNeill Harasymchuk McConnell	3
MPI	1,590
Newalta	2,499
Osman & Company Law Office	264
Piston Ring - Rentals	562
Pumps & Pressure	3,854
Raptor Enterprises	8,317
RF Now Inc.	98
RM of Wallace	1,238
Rushfeldt Oilfield Services	580
Safety Source	1,096
Saskarc Industries Inc.	594
Scotsmun Steel Ltd.	8
Technical Safety Authority SK	85
Titan	8,147
Todd Hayward (V)	431
Trans Canada Bearing & Machine	1,060
United Rentals	2,050
Valleyview Co-op	31,710

Force Rentals Ltd.
Unsecured Creditors

Creditor	Amount
Van L Equipment	187
Vector Communication	2,284
Virden Carwash Ltd.	307
Virden Radiator	1,160
Virden Truck & Trailer Ltd	101
WCB	2,878
WCB SK	1,123
Total	\$ 353,729

SCHEDULE C – TITAN UNSECURED CREDITORS

5604070 Manitoba Ltd. (O/A Titan Production Testing)
Unsecured Creditors

Creditor	Amount
10007785 Manitoba Ltd.	\$ 1,818
101207815 Saskatchewan Ltd.	1
1629382 Alberta Ltd.	7,880
4665423 Manitoba Ltd.	17,750
6697683 Manitoba Ltd.	1,650
Aaron Rookes	4,000
Arsenault, Ken	1,860
Beaulieu, Eric	1
Bell MTS Wireless	181
Chaos Transport	757
CRA - Tax Pacific	120,000
CRA - Tax Pacific GST	15,583
Cromer Valley Store	516
Densmore, Hayley	3,256
Du-All Trucking Ltd.	1,960
Estevan Meter Services	2,025
Fountain Tire	129
Great West Life	785
Harvey, Charles	2,590
Hayward, Todd	1
Klassen Water and Ice	11
Leech Printing Ltd.	271
Lesterson Energy Services	15,000
LRB Electric	264
Manitoba Finance - Taxation Division	6,413
Manitoba Hydro	147
Manitoba Hydro	311
Manitoba Hydro	221
Mar-Dee Enterprises	901
Masson & Associates	429
McBrien, Sean	1
McLean Signs	119
McNeil Harasymchuk McConnell	7
MRC Canada ULC	1,230
MWM Environmental	337
Myphone	61
Nolan, Cody	3,410
Piston Ring	372
Price, Chris	1,540
Rookes, Christian	5,592
Safety Source	911
Sask Power	1
Sexey, Matthew	1,240
Silverline Oilfield Services	948
Town of Virden	2,146
TS & M Supply	881
Virden Car Wash	90

5604070 Manitoba Ltd. (O/A Titan Production Testing)
Unsecured Creditors

Creditor	Amount
Virden Home Hardware	48
Westman Communications	210
Total	\$ 225,853