

**THE KING'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 KING'S BENCH ACT*, C.C.S.M. c.C280

BETWEEN:

BANK OF MONTREAL

Applicant,

-and-

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

Respondent.

**FIRST REPORT OF DELOITTE RESTRUCTURING INC.,
IN ITS CAPACITY AS COURT APPOINTED RECEIVER OF
3816410 MANITOBA LTD. O/A BERG'S TRAILERS & PREP AND PAINT**

September 26, 2023

RECEIVER

DELOITTE RESTRUCTURING INC.

360 Main Street, Suite 2300

Winnipeg, Manitoba R3C 3Z3

Brent Warga

Ph: (204) 942-0051

Fax: (204) 947-2689

Email: bwarga@deloitte.ca

COUNSEL TO THE RECEIVER

Pitblado Law

2500 – 360 Main Street

Winnipeg, Manitoba R3C 4H6

Catherin Howden

Ph: (204) 956-3532

Fax: (204) 957-0227

Email: howden@pitblado.com

TABLE OF CONTENTS

INTRODUCTION	1
TERMS OF REFERENCE	3
BACKGROUND	4
ACTIVITIES OF THE RECEIVER	5
OPERATIONS.....	6
ASSETS	7
SALES PROCESS	9
BANKRUPTCY FILING, CREDITOR CLAIMS, AND PROPOSED DISTRIBUTIONS	12
FEES AND DISBURSEMENTS OF THE RECEIVER AND ITS LEGAL COUNSEL	15
STATEMENT OF RECEIPTS AND DISBURSEMENTS.....	16
APPROVALS SOUGHT	16

APPENDICES

Appendix A – Receivership Order

Appendix B – Sales and Information Package

Appendix C – Advertisements

Appendix D – Asset Purchase Agreement (Redacted)

Appendix E – Fees and Disbursements of the Receiver

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

Appendix G – Statement of Receipts and Disbursements for the period May 25, 2023 to September 25, 2023

INTRODUCTION

1. On May 25, 2023, Bank of Montreal (“**BMO**” or the “**Applicant**”) made an application to the Court of King’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**”), to appoint Deloitte Restructuring Inc. (“**Deloitte**”) as receiver (the “**Receiver**”), without security, of all the assets, undertakings, and properties of 3816410 Manitoba Ltd. o/a Berg’s Trailers & Prep and Paint (“**Berg’s**” or the “**Company**”) acquired for or used in relation to the business carried on by the Company (the “**Property**”). On May 25, 2023 (the “**Date of Receivership**”), the Honourable Justice J. Edmond granted an order (the “**Receivership Order**”) appointing Deloitte as Receiver in respect of the Property. A copy of the Receivership Order (attached hereto as Appendix A) and other information regarding the receivership proceedings can be accessed on the Receiver’s website at www.insolvencies.deloitte.ca/en-ca/bergtrailers.
2. The Receivership Order provides, *inter alia*, for the following:
 - (a) The Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges and the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the “**Receiver’s Charge**”) on the Property as security for such fees and disbursements, both before and after the making of the Receivership Order, and the Receiver’s Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges, and encumbrances, statutory or otherwise, in favour of any Person (as defined in the Receivership Order), but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA;
 - (b) The Receiver and its legal counsel shall pass its accounts from time to time; and
 - (c) The Receiver is authorized to market and sell any or all of the Property, with approval of the Court if any transaction exceeds, \$100,000.

3. This report constitutes the first report of the Receiver (the “**First Report**”), and is being filed to inform the Court as to the following:
 - (a) The activities of the Receiver since the Date of Receivership;
 - (b) Details of the Company’s assets and liabilities including charges, security interests, and encumbrances registered against the Property; and
 - (c) The results of the Receiver’s Sales Process (as defined below) as described in paragraphs 27 to 36 herein.

4. Furthermore, this First Report, along with the Confidential Supplement to the First Report dated September 26, 2023 (the “**Confidential Supplement**”) is being filed in support of the Receiver’s motion to this Honourable Court on October 3, 2023, seeking the following:
 - (a) Approval of the First Report, the Confidential Supplement, and the reported actions of the Receiver since the Date of Receivership in respect of administering these receivership proceedings, including the approval of the Receiver’s Statement of Receipts and Disbursements for the period May 25, 2023 to September 25, 2023 and the Receiver’s Sales Process;
 - (b) Approval of the Transaction with Rite Way (both as defined below);
 - (c) Approval of the Receiver’s Holdback (as defined below) to complete the within motion and to finalize the receivership proceedings;
 - (d) Approval of the payment of the Priority Distributions (as defined below), after retention of the Receiver’s Holdback;
 - (e) Approval of the payment of any amounts remaining from the Receiver’s Holdback to BMO on account of the priority of the BMO Security up to the amount of the BMO Indebtedness (both as defined below);

- (f) Approval of the fees and disbursements of the Receiver and its legal counsel, including the Estimated Receiver's Fees and the Estimated Legal Fees (both as defined below);
- (g) An Order sealing the Confidential Supplement in the Court file given the commercial sensitivity of the information detailed therein; and
- (h) An Order providing for the discharge of the Receiver.

TERMS OF REFERENCE

5. In preparing this First Report, the Receiver has relied upon unaudited financial information, the books and records of the Company, and discussions with former management of the Company ("**Management**"), interested parties, and the stakeholders of the Company.
6. The financial information of the Company has not been audited, reviewed or otherwise verified by the Receiver as to its accuracy or completeness, nor has it necessarily been prepared in accordance with generally accepted accounting principles and the reader is cautioned that this First Report may not disclose all significant matters about the Company. Additionally, none of the Receiver's procedures were intended to disclose defalcations or other irregularities. If the Receiver were to perform additional procedures or to undertake an audit examination of the financial statements in accordance with generally accepted auditing standards, additional matters may have come to the Receiver's attention. Accordingly, the Receiver does not express an opinion nor does it provide any other form of assurance on the financial or other information presented herein. The Receiver may refine or alter its observations as further information is obtained or brought to its attention after the date of this First Report.
7. Unless otherwise stated, all monetary amounts contained in this First Report are expressed in Canadian dollars.

8. Capitalized terms used in this First Report but not defined herein are as defined in the Receivership Order.

BACKGROUND

9. Berg's is a private company incorporated under the laws of the Province of Manitoba on March 25, 1998, with its sole director and officer being Peter Bergen ("**Mr. Bergen**"). As detailed in the Affidavit of Mathan Kumar dated May 18, 2023 (the "**Kumar Affidavit**"), at all material times, Berg's carried on business designing, manufacturing, and selling trailers from premises located at 1-550 George Avenue, in the town of Winkler, Manitoba (the "**Premises**").
10. BMO is the principal secured lender to the Company in respect of the Property and holds various first ranking security positions (the "**BMO Security**") as against the Property. As detailed in the Kumar Affidavit, BMO was owed approximately \$2.1 million (the "**BMO Indebtedness**") (plus legal fees, costs, and expenses) from the Company as at May 16, 2023, with interest continuing to accrue thereon.

Powers of the Receiver

11. The Receiver's powers are detailed in Paragraph 3 of the Receivership Order and include the power to take and maintain possession and control of the Property, the power to market and sell the Property (subject to Court approval if one sale exceeds \$100,000 or if in the aggregate the sales exceed \$500,000), and the power to assign the Company into bankruptcy, among others.
12. The Receivership Order also empowers the Receiver to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$300,000 or such greater amount as the Court may by further Order authorize (the "**Borrowing Facility**").

Possession and Control of the Property

13. On the Date of Receivership, the Receiver attended at the Premises and took steps to

take possession and control of the Company and the Property, which included changing all of the locks to the Premises. The Receiver terminated all of the Company's employees as of the Date of Receivership and ceased all operations. The Receiver temporarily retained certain former employees to assist with the administration of the receivership proceedings, and for ongoing monitoring of the Premises subsequent to the Date of Receivership.

14. Although Mr. Bergen had represented to the Receiver that the Company had insurance coverage in place on the Date of Receivership, upon contacting BSI Insurance ("BSI"), the Company's insurance broker, the Receiver was advised that the Company's insurance policy had lapsed on May 12, 2023. Accordingly, immediately following its appointment, the Receiver arranged for property and liability insurance coverage with Intact Insurance Company effective June 2, 2023. However, in the intervening period between the Date of Receivership and June 2, 2023, one of the trailer units was stolen from the Premises, which the Receiver has reported to the Winkler Police Service.

ACTIVITIES OF THE RECEIVER

15. Since the Date of Receivership, the Receiver has undertaken the following activities with respect to the Property:
 - (a) Attended onsite at the Premises on the Date of Receivership to meet with Mr. Bergen and to take possession and control of the Property;
 - (b) Arranged for the locks to be changed at the Premises;
 - (c) Terminated all employees of the Company as at the Date of Receivership, and made arrangements with certain former employees to assist the Receiver on an as needed basis;
 - (d) Corresponded with BSI and arranged for new insurance coverage for the Property and Premises as the Company's previous policy had lapsed prior to the Date of Receivership;
 - (e) Arranged for the redirection of mail;

- (f) Completed statutory reporting and notice requirements under the BIA;
- (g) Arranged for collection notices to be sent to all customers with outstanding accounts owing to the Company;
- (h) Corresponded with third parties who asserted an interest in certain property located on the Premises, and released the Receiver's interest therein as appropriate;
- (i) Administered the statutory filings under the Wage Earner Protection Program ("WEPP") for former employees;
- (j) Corresponded with auctioneers and prospective parties who had previously expressed an interest in the Property, to assist with developing the Sales Process;
- (k) Corresponded with the Winkler Police Service with respect to certain assets that had been misappropriated from the Premises subsequent to the Date of Receivership;
- (l) Facilitated the Sales Process; and
- (m) Prepared, reviewed, and finalized this First Report and the Confidential Supplement.

OPERATIONS

16. As at the Date of Receivership, the Company had not yet ceased operations, had approximately sixteen (16) trailers in various stages of production, and employed approximately thirty-one (31) employees.
17. The Receiver terminated all employees of the Company on the Date of Receivership, and the Receiver did not continue with operations. The Receiver retained certain former employees on a contract basis to assist with the administration of the receivership proceedings, and to attend the Premises on a periodic basis to comply with attendance requirements under the insurance policy.

ASSETS

Accounts Receivable

18. Subsequent to the Date of Receivership, and after posting of all open invoices, the Receiver was provided with a list of 114 customer/supplier accounts with an aggregate balance owing to the Company of approximately \$1.6 million, comprised of:
 - (a) Approximately \$1.1 million in accounts receivable owing from customers; and
 - (b) Approximately \$0.5 million in what appeared to be vendor prepayments.

19. On June 12, 2023, the Receiver sent each account holder (i.e. both customers and vendors) (the “**Account Holders**”) a demand notice advising of the receivership proceedings, and stating that all outstanding amounts and/or prepayments must be paid to the Receiver on or before June 19, 2023. As at the date of this First Report:
 - (a) Approximately \$90,627 has been collected by the Receiver;
 - (b) Approximately \$630,982 was incorrectly recorded as an account receivable as the associated trailer was never placed into production;
 - (c) Approximately \$584,379 was determined to be incorrectly recorded, as sufficient support from the Account Holders and/or discussions with Management was provided to the Receiver evidencing one or more of the following:
 - (i) The amounts were previously paid by the Account Holders;
 - (ii) Offsetting invoices were sent to Berg’s, but were not posted; and
 - (iii) The Company’s accounts payable records detailed amounts owing by Berg’s in excess of amounts owing by the Account Holders; and
 - (d) Approximately \$266,562 remains owing from eighteen (18) Account Holders which the Receiver continues to pursue (the “**Residual Accounts**”).

20. Based on the Receiver’s collection efforts to date, and the status of the Company’s

records, additional realizations from the Residual Accounts are not expected to be material.

Inventory and Furniture, Fixtures, and Equipment

21. As at the Date of Receivership, the Company's financial statements disclosed inventory with an aggregate book value of approximately \$2.7 million (the "**Inventory**"), and furniture, fixtures, and equipment with a net book value of approximately \$0.2 million (the "**FFE**"). Although the Receiver requested additional details from the Company segregating the Inventory into raw materials, work in process ("**WIP**"), and finished goods, such details were not readily available from the Company. As noted previously, as at the Date of Receivership, the Company had sixteen (16) trailer units in various stages of production.
22. The Company's financial statements disclosed the following net book values for FFE as at April 30, 2023:
 - (a) Vehicles - \$47,435;
 - (b) Office Equipment - \$3,251;
 - (c) Tools and Equipment - \$45,256;
 - (d) Computer Equipment and Software - \$39,972; and
 - (e) Goodwill - \$20,000.
23. Given that Companies did not have detailed supporting records for Inventory and FFE, on May 30, 2023, the Receiver arranged for McDougall Auctioneers Ltd. ("**McDougall Auctioneers**") to attend the Premises to compile listings of the Inventory and FFE and appraise same. The McDougall Auctioneers' evaluation of the Inventory and FFE are further detailed in the Confidential Supplement.

Land and Building

24. Based on Manitoba Land Titles Registry searches dated May 15, 2023, attached as

Exhibit 12 to the Kumar Affidavit, the Company's were the registered owners of the following two (2) parcels of land:

- (a) Lot 1 Block 2 Plan 37465 MLTO IN S 1/2 3-3-4 WPM Excepting Drain Plan 40578 MLTO; and
 - (b) Lot 2 Block 2 Plan 37465 MLTO IN S 1/2 3-3-4 WPM Excepting Drain Plan 40578 MLTO.
25. The net book value of the land and buildings (the “**Real Property**”, and collectively with the Inventory and FFE, the “**Assets**”) as disclosed in the Company's April 30, 2023 financial statements approximated \$0.8 million. As the most recent appraisal of the Real Property in the possession of BMO was dated September 19, 2019, with the consent of BMO, the Receiver retained Red River Group Real Property Solutions (“**Red River**”) to update its previous appraisal. Red River's June 8, 2023 appraisal of the Real Property is further detailed in the Confidential Supplement.
26. As further detailed below, the pending Transaction with Rite-Way is for the Assets of the Company, and excludes accounts receivable.

SALES PROCESS

27. In accordance with paragraph 3(k) of the Receivership Order, the Receiver was authorized 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*”. Accordingly, the Receiver prepared a sales and information package (the “**SIP**”) dated July 14, 2023, attached hereto as Appendix B, in order to solicit interest in the Assets of the Company (the “**Sales Process**”).
28. Certain of the terms and conditions detailed in the SIP included, but were not limited to, the following:
- (a) The Receiver was seeking sale proposals and/or offers from interested parties for the realization of the Assets;

- (b) The Assets were being offered for sale on an “as is, where is” basis;
 - (c) The Receiver would not be obligated to accept the highest offer, or any proposal;
 - (d) Viewings were to be coordinated with the Receiver, along with any information requests;
 - (e) Proposals and offers were to be submitted by August 11, 2023 (the “**Submission Deadline**”); and
 - (f) Interested parties seeking to purchase the Assets would be required to submit a standard form of offer prepared by the Receiver, acknowledging that any offer accepted by the Receiver would be subject to further approval and order of the Court.
29. Interested parties were identified through discussions with Management and BMO, industry contacts, and industry contact lists. The Receiver compiled a list of 157 potential interested parties (the “**Potential Interested Parties**”) comprised of the following:
- (a) 12 realtors;
 - (b) 7 pending customers;
 - (c) 17 liquidators; and
 - (d) 121 industry participants.
30. The Receiver began contacting the Potential Interested Parties by phone on July 11, 2023 (the “**Direct Solicitation Process**”). In addition to the Direct Solicitation Process, the Receiver advertised the Sales Process in the Winnipeg Free Press on July 22, 2023, the Winkler Morden Voice on July 20, 2023, and arranged to have the Sale Process advertised in the weekly edition of Insolvency Insider on July 17, 2023 (collectively the “**Advertisements**”), all of which are attached hereto as Appendix C.
31. In aggregate, ninety-one (91) of the Potential Interested Parties expressed an interest in

the Sales Process and received the SIP on or after July 14, 2023 (i.e. nine (9) realtors, five (5) pending customers, fourteen (14) liquidators, and sixty-three (63) industry participants).

32. At the Submission Deadline, the Receiver summarized the submissions received (individually an “**Offer**” and collectively the “**Offers**”) and discussed the Offers with BMO. The Offers received and the Sales Process are more fully described in the Confidential Supplement.
33. Subsequent to the Submission Deadline, the Receiver engaged in various correspondence with BMO and with certain of the parties who submitted an Offer, clarifying questions in respect of their submissions.
34. Based on the Sales Process and the results therefrom, with the support of BMO, the Receiver rejected all but one Offer on August 25, 2023, and entered into an asset purchase agreement (the “**APA**”) with Rite-Way Rentals and Radiators Ltd. (“**Rite-Way**” or the “**Purchaser**”) dated September 26, 2023 (the “**Transaction**”). Attached hereto as Appendix D is a redacted version of the APA.
35. The Receiver is recommending the Court approve the APA and the Transaction for, among others, the following reasons:
 - (a) The aggregate consideration of the Transaction is superior to all other Offers submitted during the Sales Process;
 - (b) The Transaction approximates the aggregate of the Inventory and FFE Appraised Value and the Premises Appraised Value (as detailed and defined in the Confidential Report);
 - (c) The Transaction is expected to provide greater net realizations for the Assets than would be expected in a bankruptcy scenario;
 - (d) Approval of the Transaction will limit the ongoing costs of holding and monitoring the Premises currently being borne exclusively by BMO;

- (e) BMO is the primary secured creditor with approximately \$2.1 million of debt owing as at the Date of Receivership. Although BMO will incur a significant loss on the Transaction, the Offer from Rite-Way will maximize BMO's recoveries;
 - (f) While the Premises could have been listed with a realtor, and the Inventory and FFE sold by way of auction, in the Receiver's view it is unlikely that this would result in a higher net realization given the appraised values of the Assets;
 - (g) The Transaction provides certainty in an uncertain market; and
 - (h) The Sales Process was conducted in a fair and transparent manner, and with integrity, in accordance with the SIP.
36. As previously indicated, the Receiver discussed and shared all the Offers received during the Sales Process with BMO, and BMO is in support of accepting the Offer from Rite-Way and the Transaction.

BANKRUPTCY FILING, CREDITOR CLAIMS, AND PROPOSED DISTRIBUTIONS

37. In accordance with paragraph 3(t) of the Receivership Order, on September 25, 2023, the Receiver assigned Berg's into bankruptcy as the Company was clearly insolvent. Deloitte has yet to be affirmed as bankruptcy trustee (the "**Trustee**") as the first meeting of creditors is set for October 11, 2023.
38. Prior to filing the bankruptcy assignment, in accordance with section 13.4(1) of the BIA, on August 14, 2023, the Receiver received a written opinion (the "**Security Opinion**") from its independent legal counsel, Pitblado LLP ("**Pitblado**"), opining that the BMO Security:
- (a) is valid and enforceable;
 - (b) ranks in priority to the other secured creditors of the Company, subject only to:
 - (i) a purchase money security interest in favour of Royal Bank of Canada ("**RBC**") in respect of a 2021 Chevrolet Silverado 1500 (the "**Motor**");

Vehicle"); and

- (c) ranks in priority to the unsecured creditors of the Company and any subsequently appointed Trustee.
39. The Company's records indicate that the following amounts were owing to Canada Revenue Agency ("**CRA**") and the Minister of Finance at the Date of Receivership:
- (a) \$771,155 on account of unremitted payroll source deductions;
 - (b) \$337,243 on account of unremitted goods and services tax ("**GST**"); and
 - (c) \$26,781 on account of unremitted retail sales tax ("**RST**").
40. As at the date of this First Report, CRA has completed its trust examinations on account of both unremitted source deductions and GST owing as at the Date of Receivership, with the following results:
- (a) Aggregate unremitted payroll source deductions in the amount of approximately \$1,045,903, of which CRA is asserting approximately \$609,494 is a deemed trust priority claim (the "**CRA Source Deduction Property Claim**"); and
 - (b) Aggregate unremitted GST in the amount of approximately \$529,498, of which CRA is asserting approximately \$481,822 is a deemed trust priority claim (the "**CRA GST Property Claim**").
41. On September 7, 2023, a notice of assessment was sent to Berg's from Manitoba Finance Taxation Division ("**Manitoba Finance**") detailing that approximately \$177,027 was owing by the Company as at the Date of Receivership on account of unremitted RST.
42. On June 7, 2023, the Receiver sent WEPP prescribed information to the thirty-one (31) former employees of the Company with unpaid wages and vacation pay owing as at the Date of Receivership. Based on correspondence received from Service Canada dated September 1, 2023, the priority claim of the Government of Canada in accordance with section 81.3(1) and 81.4(1) of the BIA was \$48,312.33. However, as at the date of this

First Report, the Receiver is aware of two (2) former employees who received priority payments under WEPP subsequent to September 1, 2023 in the aggregate amount of \$4,000, and is also aware of two (2) former employees who have yet to complete their WEPP filings, which priority payments amount to \$2,505.48. Accordingly, the Receiver is of the view that the priority claim of the Government of Canada is \$54,817.81 (the “**WEPP Priority Claim**”).

43. On June 6, 2023, the Receiver received correspondence from the City of Winkler which included a statement of account, detailing that the Company had outstanding property tax arrears owing of \$50,929. On September 18, 2023, the City of Winkler confirmed with Receiver that the estimated balance owing as at October 3, 2023 will approximate \$53,851, inclusive of approximately \$412 on account of outstanding water charges to be added to the tax roll (the “**Property Tax Claim**”).
44. The Receiver is recommending to this Honourable Court that the following priority distributions (collectively the “**Priority Distributions**”) be made from the Transaction proceeds:
 - (a) Property Tax Claim in the amount of \$53,850.68;
 - (b) CRA Source Deduction Property Claim in the amount of \$690,494.14;
 - (c) WEPP Priority Claim in the amount of \$54,817.81; and
 - (d) Subject to any potential reserves the Receiver determines to be necessary in order to finalize the Receivership proceedings and account for the Estimated Receiver Fees and the Estimated Legal Fees (as defined below) (collectively the “**Receiver’s Holdback**”), which amounts to \$80,000, the balance of the estate funds to BMO on account of the BMO Security, up to the value of the BMO Indebtedness.
45. The Motor Vehicle was excluded from the Transaction and, subject to RBC providing the Receiver with its completed claim, the Receiver intends to release its interest in the Motor Vehicle to RBC.

46. Other unsecured creditors include third parties who have not asserted any security interest in the Assets or proceeds therefrom. As at the Date of Receivership, the Company listed unsecured creditors with claims of approximately \$3.5 million.

FEES AND DISBURSEMENTS OF THE RECEIVER AND ITS LEGAL COUNSEL

47. Pursuant to paragraph 21 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 BMO given that they hold a priority interest over all of the Property of the Company. BMO has been served with this First Report and has been provided with all invoices of the Receiver within these proceedings.
48. Attached as Appendix E is a summary of the invoices of the Receiver for fees and disbursements incurred during the course of the proceedings for the period May 25, 2023 to September 17, 2023. The Receiver's accounts total \$152,776 in fees and disbursements, inclusive of GST. The Receiver estimates that its fees and disbursements incurred subsequent to September 17, 2023, to finalize this First Report and the Confidential Supplement, to prepare for and attend the October 3, 2023 hearing, and to finalize the Receiver's discharge will approximate \$40,000 (plus GST) (the "**Estimated Receiver Fees**").
49. 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 \$394 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.
50. 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.
51. Attached as Appendix F is a summary of the invoices of the Receiver's legal counsel for

fees and disbursements incurred during the course of the proceedings for the period May 18, 2023 to August 31, 2023. The accounts total \$48,011 in fees and disbursements inclusive of RST and GST. The Receiver's legal counsel estimates that its fees and disbursements incurred subsequent to August 31, 2023, to prepare for and attend the October 3, 2023 hearing, and to assist with finalizing the Receiver's discharge will approximate \$40,000 (plus taxes) (the "**Estimated Legal Fees**").

52. The Receiver has reviewed the invoices rendered by its legal counsel and finds them reasonable and validly incurred in accordance with the provisions of the Receivership Order.
53. Copies of the invoices of the Receiver's legal counsel, which outline the dates the work was completed, the description of the work completed, the length of time taken to complete the work, and the names and rates of the individuals who completed the work, can be made available to the Court upon request.

STATEMENT OF RECEIPTS AND DISBURSEMENTS

54. The Receiver has prepared a Statement of Receipts and Disbursements for the period May 25, 2023 to September 25, 2023 for the Company, a copy of which is attached hereto as Appendix G. Total receipts were \$229,283 (excluding the Transaction deposit) and total disbursements were \$182,384, resulting in \$46,900 being held in trust by the Receiver.
55. As at the date of this First Report, in accordance with paragraph 24 of the Receivership Order, the Receiver borrowed \$50,000 from the Court authorized Borrowing Facility to fund the receivership proceedings, and repaid same on September 6, 2023.

APPROVALS SOUGHT

56. The Receiver believes that, other than closing the Transaction, completing the Priority Distributions, finalizing the Residual A/R Accounts, and concluding certain administrative matters, the Receiver's mandate pursuant to the Receivership Order (the "**Receiver's Mandate**") is substantially complete.

57. 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 Receivership Order, as such actions of the Receiver are more particularly described in this First Report and the Confidential Supplement, including approving the Receiver's Statement of Receipts and Disbursements for the period May 25, 2023 to September 25, 2023 and the Sales Process;
- (b) Approving the APA and the Transaction;
- (c) Approving the Receiver's Holdback to complete the within motion and to finalize the receivership proceedings, without the requirement of taxation or formal passing of accounts;
- (d) Approving payment of the Priority Distributions after retention of the Receiver's Holdback;
- (e) Approving payment of any amounts remaining from the Receiver's Holdback to BMO on account of the priority of the BMO Security up to the amount of the remaining BMO Indebtedness;
- (f) Approving the fees and disbursements of the Receiver and its legal counsel for the period May 25, 2023 to September 17, 2023, and May 18, 2023 to August 31, 2023, 2203, respectively, and including the Estimated Receiver's Fees and the Estimated Legal Fees;
- (g) Sealing the Confidential Supplement in the Court file;
- (h) That upon payment of the Priority Distributions, along with any amounts collected from the Residual A/R Accounts, and any amounts remaining from the Receiver's Holdback to BMO, the Receiver shall be discharged as Receiver; and
- (i) That upon the Receiver filing with this Honourable Court its discharge certificate

(the “**Receiver’s Discharge Certificate**”) confirming that the Transaction has closed, the Receiver has paid the Priority Distributions, and the Residual A/R Accounts have been addressed, 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, 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; and
- (j) 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 26th day of September 2023.

DELOITTE RESTRUCTURING INC.

In its capacity as Receiver of 3816410 Manitoba Ltd.
o/a Berg’s Trailers & Prep and Paint
and not in its personal capacity.



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

Appendix A – Receivership Order

THE KING'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 KING'S*
BENCH ACT, C.C.S.M. c. C280

BETWEEN:

BANK OF MONTREAL,

Applicant,

- and -

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

Respondent.

ORDER
(Appointing Receiver)

MLT AIKINS LLP
Barristers & Solicitors
30th Floor – 360 Main Street
Winnipeg, Manitoba, R3C 4G1

J.J. BURNELL / ANJALI SANDHU
Telephone: (204) 957-4663 / (204) 957-4760
Facsimile: (204) 957-0840

File No. 0076354.01105

Box No. 3

THE KING'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 KING'S BENCH ACT*, C.C.S.M. c. C280

THE HONOURABLE MR.) THURSDAY, THE 25th DAY OF MAY,
) 2023
JUSTICE EDMOND)

BETWEEN:

BANK OF MONTREAL,

Applicant,

- and -

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

Respondent.

ORDER
(appointing Receiver)

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**") appointing Deloitte Restructuring Inc. ("**Deloitte**") as receiver and manager (in such capacities, the "**Receiver**") without security, of all of the assets, undertakings and properties of 3816410 Manitoba Ltd. o/a Berg's Trailers & Prep and Paint (the "**Debtor**") acquired for, or used in relation to a business carried on by the Debtor, was heard this day at the Law Courts Building, 408 York Avenue, Winnipeg, Manitoba.

ON READING the affidavit of Mathan Kumar sworn May 18, 2023 and on hearing the submissions of counsel for the Applicant and counsel for the Receiver, no one appearing for any other party although duly served as appears from the affidavit of service of Kari Klassen sworn April 24, 2023 and on reading the consent of Deloitte to act as the Receiver,

SERVICE

1. THIS COURT ORDERS that 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. THIS COURT ORDERS that pursuant to section 243(1) of the BIA, Deloitte Restructuring Inc. is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of the Debtor acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (the "**Property**").

RECEIVER'S POWERS

3. THIS COURT ORDERS that 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, and protect 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 Debtor, 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 Debtor;
 - (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 Debtor or any part or parts thereof;
 - (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor and to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor;
 - (g) to settle, extend or compromise any indebtedness owing to the Debtor;
 - (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtor, for any purpose pursuant to this Order;

- (i) to undertake environmental or workplace safety and health assessments of the Property and operations of the Debtor;
- (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 Debtor, 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;
- (k) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (l) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,
 - (i) without the approval of this Court in respect of any transaction not exceeding \$100,000.00, provided that the aggregate consideration for all such transactions does not exceed \$500,000.00; and
 - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

and in each such case notice under subsection 59(10) of *The Personal Property Security Act* (Manitoba), or section 134(1) of *The Real Property Act* (Manitoba), as the case may be, shall not be required.

- (m) notwithstanding paragraph 3(l) above, to sell (the "**Sale Transaction**") any of the equipment or inventory comprising the Property (the "**Purchased Assets**") by way of public auction or auctions (the "**Auction**") to a purchaser or purchasers (the "**Purchaser**") on the terms and conditions set out below in paragraph 4;
- (n) 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;
- (o) 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;
- (p) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (q) to apply for any permits, licences, 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 Debtor;
- (r) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtor;
- (s) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have;

- (t) to voluntarily assign the Debtor into Bankruptcy; and
- (u) 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 Debtor, and without interference from any other Person.

VESTING IN PURCHASER

4. THIS COURT ORDERS AND DECLARES that upon filing a certificate with this Honourable Court substantially in the form annexed as **Schedule "B"** (the "**Receiver's Auction Certificates**") hereto all of the Debtor's right, title and interest in and to the Purchased Assets described therein shall vest absolutely in the respective Purchaser, free and clear of and from any and all security interests (whether contractual, statutory or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or have been perfected, registered or filed and whether secured, unsecured or otherwise, (the "**Claims**") including, without limiting the generality of the foregoing: (i) all Charges created by this Order; (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.

5. THIS COURT ORDERS that 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 Sale Transaction and for the conveyance of the Purchased Assets to the Purchaser.

6. THIS COURT ORDERS that for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, and that from and after the filing of the Receiver's Auction Certificates all Claims shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased

Assets immediately prior to the Sale Transaction, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the Sale Transaction.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

7. THIS COURT ORDERS that (i) the Debtor, (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its 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.

8. THIS COURT ORDERS that 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 Debtor, 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 8 or in paragraph 9 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 due to statutory provisions prohibiting such disclosure.

9. THIS COURT ORDERS that 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.

10. THIS COURT ORDERS that the Receiver shall provide each of the relevant landlords with notice of the Receiver's intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the Receiver's entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Receiver, or by further Order of this Court upon application by the Receiver on at least two (2) days notice to such landlord and any such secured creditors.

NO PROCEEDINGS AGAINST THE RECEIVER

11. THIS COURT ORDERS that 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 DEBTOR OR THE PROPERTY

12. THIS COURT ORDERS that no Proceeding against or in respect of the Debtor 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 Debtor or the Property are hereby stayed and suspended pending further Order of this Court provided; however, that nothing in this Order shall

affect a Regulatory Body's investigation in respect of the Debtor or an action, suit or proceeding that is taken in respect of the Debtor by or before the Regulatory Body, other than the enforcement of a payment order by the Regulatory Body of the Court. **"Regulatory Body"** means a person or body that has powers, duties or functions relating to the enforcement or administration of an Act of Parliament or of the legislature of a province.

NO EXERCISE OF RIGHTS OR REMEDIES

13. THIS COURT ORDERS that all rights and remedies against the Debtor, 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 Debtor to carry on any business which the Debtor is not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtor 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.

NO INTERFERENCE WITH THE RECEIVER

14. THIS COURT ORDERS that no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtor, without written consent of the Receiver or leave of this Court.

CONTINUATION OF SERVICES

15. THIS COURT ORDERS that all Persons having oral or written agreements with the Debtor 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 Debtor 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 Debtor's 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 Debtor 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

16. THIS COURT ORDERS that 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

17. THIS COURT ORDERS that all employees of the Debtor shall remain the employees of the Debtor until such time as the Receiver, on the Debtor's 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 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*.

PIPEDA

18. THIS COURT ORDERS that, 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 Debtor, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

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

the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

LIMITATION ON THE RECEIVER'S LIABILITY

20. THIS COURT ORDERS that 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 wilful 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*. Nothing in this Order shall derogate from the protections afforded the Receiver by section 14.06 of the BIA or by any other applicable legislation.

RECEIVER'S ACCOUNTS

21. THIS COURT ORDERS that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that 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 that 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.

22. THIS COURT ORDERS that the Receiver and its legal counsel shall pass its 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.

23. THIS COURT ORDERS that 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 legal fees and disbursements, incurred at the standard rates and charges of the Receiver or its counsel, and such amounts shall

constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

24. THIS COURT ORDERS that 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 \$300,000.00 (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 as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

25. THIS COURT ORDERS that 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.

26. THIS COURT ORDERS that 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.

27. THIS COURT ORDERS that 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.

SERVICE AND NOTICE

28. THIS COURT ORDERS that 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, facsimile or electronic transmission to the Debtor's creditors or other interested parties at their respective addresses as last shown on the records of the Debtor 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.

29. THIS COURT ORDERS that counsel for the Receiver shall prepare and keep current a service list ("**Service List**") containing the name and contact information (which may include the address, telephone number and facsimile number or email address) for service to: the Applicant; the Receiver; and each creditor or other interested Person who has sent a request, in writing, to counsel for the Receiver to be added to the Service List. The Service List shall indicate whether each Person on the Service List has elected to be served by email or facsimile, and failing such election the Service List shall indicate service by email. The Service List shall be posted on the website of the Receiver at the address indicated in paragraph 30 herein. **For greater certainty, creditors and other interested Persons who have received notice of this Order and who do not send a request, in writing, to counsel for the Receiver to be added to the Service List, shall not be required to be further served in these proceedings.**

30. THIS COURT ORDERS that the Applicant, the Receiver, and any party on the Service List may serve any court materials in these proceedings by facsimile or by e-mailing a PDF or other electronic copy of such materials to counsels' email addresses as recorded on the Service List from time to time, and the Receiver may post a copy of any or all such materials on its website at www.insolvencies.deloitte.ca/en-ca/BerqsTrailers. Service shall be deemed valid and sufficient if sent in this manner.

GENERAL

31. THIS COURT ORDERS that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

32. THIS COURT ORDERS that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtor.

33. 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.

34. THIS COURT ORDERS that the Receiver 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 Canada.

35. THIS COURT ORDERS that 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-client basis to be paid by the Receiver from the Debtor's estate with such priority and at such time as this Court may determine.

36. THIS COURT ORDERS that the Receiver's Charge and the Receiver's Borrowings Charge granted in paragraphs 21 and 24, respectively, are granted on a without prejudice basis and are not determinative of priority in respect of any valid deemed trust claim of His Majesty in right of Canada ("HMK") and the granting of the Receiver's Charge and the Receiver's Borrowings Charge in this matter shall not be used as a precedent for future matters. HMK can file a motion to determine the priority of the Receiver's Charge, the Receiver's Borrowings Charge and HMK's deemed trust claims at any time prior to a distribution order being granted by the Court in respect of this matter.

37. THIS COURT ORDERS that 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 any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

May 25, 2023

J. EDMOND

Edmond, J.

I, ANJALI SANDHU OF THE FIRM OF MLT AIKINS LLP HEREBY CERTIFY THAT I HAVE RECEIVED THE CONSENTS AS TO FORM OF THE FOLLOWING PARTY:

Catherine Howden of Pitblado LLP, counsel for the Receiver

AS DIRECTED BY THE HONOURABLE MR. JUSTICE EDMOND.

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 3816410 Manitoba Ltd. o/a Berg's Trailers & Prep and Paint (the "**Debtor**") acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (collectively, the "**Property**") appointed by Order of The King's Bench, Winnipeg Centre (the "**Court**") dated the ___ day of _____, 2023 (the "**Order**") made in an 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 \$ _____ 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 and compounded [daily][monthly not in advance on the _____ day of each month] after the date hereof at a notional rate per annum equal to the rate of _____ per cent above the prime commercial lending rate of Bank 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"
RECEIVER'S AUCTION CERTIFICATE

RECITALS

1. Pursuant to an Order (the "**Receivership Order**") of the Honourable Mr. Justice Edmond of the Manitoba Court of King's Bench (the "**Court**") dated May 25, 2023 Deloitte Restructuring Inc. was appointed the Receiver (the "**Receiver**") of the undertakings, properties and assets of 3816410 Manitoba Ltd. o/a Berg's Trailers & Prep and Paint (the "**Debtor**").

2. Pursuant to the Receivership Order, the Court authorized the Receiver to enter into the sale (the "**Sale Transaction**") any of the equipment or inventory comprising the Property (the "**Purchased Assets**") by way of public auction or auctions (the "**Auction**") to a purchaser or purchasers (the "**Purchaser**") and ordered that upon filing a certificate with this Honourable Court all of the Debtor's right, title and interest in and to the Purchased Assets described therein shall vest absolutely in the respective Purchaser, free and clear of and from any and all security interests (whether contractual, statutory or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or have been perfected, registered or filed and whether secured, unsecured or otherwise, (the "**Claims**") including, without limiting the generality of the foregoing: (i) all Charges created by this Order; (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.

THE RECEIVER CERTIFIES the following:

1. The Sale Transaction with respect to the Purchased Assets listed below was completed by Auction on [DATE];

[LIST PURCHASED ASSETS]

2. The Receiver has received the full amount owing under the Sale Transaction.

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:

Appendix B – Sales and Information Package



Sales and Information Package

3816410 Manitoba Ltd. o/a Berg's Trailers & Prep and Paint

July 14, 2023

DELOITTE RESTRUCTURING INC.,

In its capacity as Receiver of
3816410 Manitoba Ltd. o/a Berg's Trailers & Prep and Paint
and not in its personal capacity.

360 Main Street
Suite 2300
Winnipeg, MB R3C 3Z3

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

Table of Contents

Invitation for Offers	1
Terms and Conditions of Sale	3
Schedule A	7
Parcel 1 – Land and Building	9
Parcel 2 – Work in Process	11
Parcel 3 – Inventory and Equipment	14

Invitation for Offers

On May 25, 2023, Deloitte Restructuring Inc. ("**Deloitte**") was appointed as receiver and manager (the "**Receiver**") pursuant to an order of the Court of King's Bench for Manitoba (the "**Court**") of all of the assets, undertakings, and properties of 3816410 Manitoba Ltd. o/a Berg's Trailers & Prep and Paint ("**Berg's**" or the "**Company**"). The Receiver is offering for sale herein Berg's and the Receiver's interest, if any, in the assets of the Company.

Sealed offers for the purchase of Berg's and the Receiver's interest in the assets of the Company will be received by Deloitte, in its capacity as Receiver of Berg's, until **4:00 p.m. (CT) on Friday, August 11, 2023**. Deloitte is accepting offers on the real property (land and building), work in process, and inventory and equipment of the Company.

Berg's specialized in manufacturing grain and aluminum trailers, as well as providing sandblasting and painting services. The Company primarily operated out of an approximately 17,000 square foot facility located at 1 – 550 George Avenue in Winkler, Manitoba (the "**Premises**"). Operations of the Company ceased upon the Receiver's appointment on May 25, 2023.

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

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

The Assets are being offered for sale on an "**as is, where is**" basis. The Receiver makes no representations, expressed or implied, as to the description, condition, size, quantity, value, or as to the State of the Assets (as defined in the Terms and Conditions of Sale). Any purchaser will be asked as a condition of sale to sign an acknowledgement that they have inspected and satisfied themselves as to the condition of the Assets.

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

Event	Timing
Asset viewings	By appointment on the following days: July 18-20, July 25-27, August 1-3, and August 8-10 2023
Offer deadline	4:00 p.m. CT on August 11, 2023
Closing date	On or before September 1, 2023, or such other time as may be agreed by the Purchaser and the Receiver. Any extension of the Closing Date will be at the sole discretion of the Receiver.
Asset removal date	On or before September 8, 2023, or as otherwise agreed by the Purchaser and the Receiver.

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

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

Terms and Conditions of Sale

Deloitte Restructuring Inc. ("**Deloitte**"), in its capacity as receiver and manager (the "**Receiver**") of 3816410 Manitoba Ltd. o/a Berg's Trailers & Prep and Paint ("**Berg's**" or the "**Company**") and not in its personal capacity, is offering for sale herein Berg's and the Receiver's interest, if any, in the assets of the Company (the "**Assets**") on the following terms and conditions:

Offers

1. The Assets are being offered for sale on an "**as is, where is**" without recourse basis and with no representations or warranties from the Receiver or any other party as to title, encumbrances, description, fitness for use, condition (environmental or otherwise), defect (patent or latent), collectability, merchantability, quantity, quality, size, value, location, existence or the validity, invalidity, or enforceability of any patent, copyright or trademark right, or any other matter or thing whatsoever, either stated or implied (collectively the "**State of the Assets**").
2. All offers made for all, or a portion of, the Assets (the "**Offers**") must be submitted by completing the form of Offer to Purchase attached hereto. Sealed envelopes marked "**OFFER – Berg's**" shall be delivered or mailed, postage prepaid, to the Receiver at 360 Main Street, Suite 2300, Winnipeg, Manitoba R3C 3Z3, Attention John R. Fritz so as to be in its hands by **4:00 p.m. (CT) on Friday, August 11, 2023** (the "**Offer Deadline**"). Offers that do not strictly comply with these Terms and Conditions of Sale may, at the absolute discretion of the Receiver, be rejected for that reason alone.
3. All Offers must be accompanied by a bank draft or certified cheque, in each case drawn on a Canadian Chartered Bank or Credit Union, payable to "Deloitte Restructuring Inc., in Trust", in an amount equal to twenty percent (20%) of the offered purchase price for the Assets (the "**Deposit**").
4. The Assets have been segregated into the following parcels (a "**Parcel**" or collectively the "**Parcels**") and are more particularly described in the Asset Parcel sections of the Sales and Information Package:
 - Parcel 1: Land and Building
 - Parcel 2: Work in Process
 - Parcel 3: Inventory and Equipment

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

5. Each party making an offer (the "**Offeror**") must rely on its own judgment, inspection, and investigation of the Assets. Each Offeror acknowledges and agrees that it has had a full opportunity to conduct, and has conducted, such tests, examinations, inspections, and investigations as it deems necessary or advisable to fully acquaint itself with the Assets, the State of the Assets, their title, fitness for particular purpose, location, existence, condition, quality, quantity, merchantability, suitability for intended purpose and with any other attributes that the Offeror considers relevant.
6. Proposals from auctioneers to auction any of the Parcels on behalf of the Receiver will be considered.
7. Realty proposals from commercial realtors to list the Land and Buildings on behalf of the Receiver will be considered.
8. Viewing of the Assets will be by appointment only. Appointments can be made by contacting John R. Fritz by phone at 204-944-3586 or by email at jofritz@deloitte.ca at the offices of the Receiver. The

following dates are scheduled for viewing of the Assets (**by appointment only**):

- July 18-20;
 - July 25-27;
 - August 1-3, and
 - August 8-10, 2023.
9. The submission of any Offer to the Receiver shall constitute an acknowledgement and an acceptance by the Offeror of the terms of the Offer to Purchase, and the Terms and Conditions of Sale.
 10. Offerors will have until the expiration of the Offer Deadline to proceed with further due diligence.
 11. Each Offeror acknowledges that it has had the opportunity to consult with, and has consulted with, its own independent legal counsel prior to making the Offer.
 12. Any Offer accepted by the Receiver will be subject to approval by the Court of King's Bench for Manitoba (the "**Court**"). The Order respecting Court approval shall be in a format acceptable to the Receiver.

Sales Process

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

Acceptance of Offers

14. The Receiver shall be entitled to accept Offers prior to the Offer Deadline.
15. Each Offeror acknowledges that the Receiver is not obligated to accept any Offer and the highest Offer shall not necessarily be accepted. The Receiver reserves the right to reject any or all Offers without explanation.
16. After receipt of the Offers, the Receiver may, in its sole discretion, communicate with any Offeror to seek clarification and negotiate further with any Offeror in respect of any Offer. The Receiver shall not be obliged to negotiate with any Offeror or give any Offeror the opportunity to resubmit an Offer, whether or not the Receiver negotiates with other Offeror(s).
17. Upon submission of an Offer to the Receiver, no Offeror shall be entitled to retract, withdraw, vary or amend the Offer prior to acceptance or rejection thereof by the Receiver, without the prior written consent of the Receiver.
18. Deposits accompanying Offers that are not accepted by the Receiver shall be returned without interest thereon by prepaid registered mail or courier to the unsuccessful Offeror at the address set forth in the Offer, on or before September 1, 2023.
19. Upon the acceptance of an Offer from an Offeror (the "**Purchaser**") in writing by the Receiver:
 - a. the Receiver will apply to the Court for a sale approval and vesting Order (the "**SAVO**"), in a form acceptable to the Receiver which will, amongst other things, vest the Purchased Assets in the Purchaser free and clear of any and all security interests (whether contractual, statutory, or otherwise), hypothecs, caveats, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured,

- unsecured or otherwise excepting any usual permitted encumbrances, such as utility caveats or easements.
- b. subject to obtaining the SAVO, the closing date shall be on or before September 1, 2023, or such other date as agreed to by the Receiver and the Purchaser in writing (the "**Closing Date**"); and
 - c. the Deposit made by the Purchaser shall be non-refundable, except as set out herein.
20. If the sale contemplated is completed, the Purchaser's Deposit will be applied, without interest, against the purchase price.
21. If an Offer is accepted by the Receiver, but the sale of the Assets is not completed as a result of any act or omission on the part of the Purchaser, the Purchaser's Deposit shall be forfeited to the Receiver as a genuine pre-estimate of liquidated damages and not as a penalty. Furthermore, the Receiver shall be entitled to pursue all of its rights and remedies against the Purchaser.
22. The Assets shall remain at the risk of the Receiver until the Closing Date. The Assets thereafter shall be at the risk of the Purchaser. Until the Closing Date, the Receiver shall hold all insurance policies or proceeds thereof in trust for the parties as their interests may appear and, in the event of substantial damage to the Assets, the Purchaser may either have the net proceeds of the insurance and complete the transaction or may cancel the transaction and have all monies theretofore paid returned without interest, cost or compensation of any kind whatsoever. Where any damage is not substantial, the Purchaser shall be obliged to complete the transaction and be entitled to the net proceeds of insurance referenced to such damage.
23. The Offeror shall cause to be paid and delivered to the Receiver on the Closing Date the offered purchase price plus any applicable goods and services tax and any other applicable taxes. These amounts shall be paid to the Receiver on the Closing Date by certified cheque, bank draft or wire, in each case drawn on a Canadian Chartered Bank or Credit Union by the Purchaser. After payment the Purchaser shall take delivery and possession of the Assets on an "as is and where is" basis on the Closing Date, without recourse to the Receiver or its respective employees, servants and agents.
24. Without limitation, the Assets shall be as they exist on the Closing Date with no adjustments to be allowed to the Purchaser for changes in condition, qualities or quantities from the date of viewing to the Closing Date. The Purchaser acknowledges and agrees that the Receiver shall not be required to inspect the Assets or any part thereof and the Purchaser shall be deemed at its own expense to have relied entirely on its own inspection and investigation.
25. As detailed in Parcel schedules, all Assets shall be surrendered to the Purchaser upon closing at 1 – 550 George Street in Winkler, Manitoba, as applicable, based on the current Asset locations. The Purchaser(s) of Parcels other than Parcel 1 – Land and Buildings shall remove the Assets from the Premises on or before September 8, 2023, and shall notify the Receiver, not less than 48 hours in advance, of the date and time which it intends to remove the Assets. The Purchaser shall have no right to occupy or otherwise gain access to the Premises or other such location following the Closing Date, save for access to remove the Assets. The Purchaser shall be responsible for the cost of removal and shall immediately repair or pay for any damage caused to the Premises or other such location by or in any way arising out of the removal of the Assets.
26. The Purchaser acknowledges that no warranties or conditions, express or implied, pursuant to the *Sale of Goods Act* (Manitoba) or similar legislation in other jurisdictions apply hereto and all of the same are hereby waived by the Purchaser.
27. The Purchaser agrees that all the insurance maintained by the Receiver in respect of the Assets shall be cancelled on the Closing Date and that the Purchaser shall be responsible for placing its own insurance thereafter.

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

General

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

DATED at Winnipeg, Manitoba this 14th day of July, 2023.

DELOITTE RESTRUCTURING INC.,

In its capacity as Receiver of
3816410 Manitoba Ltd. o/a Berg's Trailers & Prep and Paint
and not in its personal capacity.

360 Main Street
Suite 2300
Winnipeg, MB R3C 3Z3

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

Schedule A

Deloitte Restructuring Inc., Receiver
3816410 Manitoba Ltd. o/a Berg's Trailers & Prep and Paint

OFFER TO PURCHASE

**TO: DELOITTE RESTRUCTURING INC.,
 RECEIVER OF 3816410 MANITOBA LTD. o/a BERG'S TRAILERS & PREP AND PAINT**
 360 Main Street
 Suite 2300
 Winnipeg, MB R3C 3Z3

Attention: John R. Fritz

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

The undersigned acknowledges having received and reviewed the Terms and Conditions of Sale ("**Terms and Conditions of Sale**") pertaining to the sale of the Assets of 3816410 Manitoba Ltd. o/a Berg's Trailers & Prep and Paint, that the Offeror has inspected and satisfied themselves as to State of the Assets (as defined in the Terms and Conditions of Sale), and that this Offer is submitted pursuant to the said Terms and Conditions of Sale and the undersigned agrees to be bound thereby as if the same were set out herein as part of this Offer.

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

Parcel 1 – Land and Building	Offer in Canadian dollars (excluding any applicable taxes)
Offer Price	\$
Deposit enclosed (20%)*	\$

Parcel 2 – Work in Process	Offer in Canadian dollars (excluding any applicable taxes)
Offer Price	\$
Deposit enclosed (20%)*	\$

Parcel 3 – Inventory and Equipment	Offer in Canadian dollars (excluding any applicable taxes)
Offer Price	\$
Deposit enclosed (20%)*	\$

* All deposits must be made by certified cheque or bank draft, in each case drawn on a Canadian Chartered Bank or Credit Union, payable to “Deloitte Restructuring Inc., in Trust”.

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

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

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

this _____ day of _____, 2023.

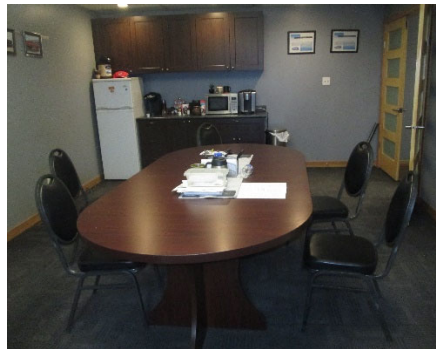
Signature of Offeror: _____

Parcel 1 – Land and Building

Asset Description:

Summary of Salient Facts	
Address:	550 George Avenue, Winkler, Manitoba
Legal Description:	Lot 1 Block 2 Plan 37465 MLTO in S 1/2 3-3-4 WPM Excepting – Drain Plan 40578 MLTO
Ownership & CT Number:	3816410 Manitoba Ltd. CT 1872413/4 MLTO
Zoning:	M – Industrial
Site Size:	81,893 square feet / 1.88 acres
Roll Number(s) & Assessment (2023):	City of Winkler Roll Number – 220650 Land – \$239,700 Improvements - \$868,000
Taxes:	\$24,615 (2019 tax year)
Buildings:	The site includes a 15,200 square foot industrial building with 1,430 square foot office mezzanine.
Age/Construction:	<p>Steel frame (heavy) construction, originally built in 2002 on a poured concrete thickened edge slab foundation. Pole frame addition was also built in 2002 a concrete pad on grade beam foundation (per assessment data).</p> <p>Pitched gable roof with prefinished metal cladding roof covering.</p> <p>Average effective wall height of 20 feet in the original building and 16 feet wall height in the addition.</p> <p>Exterior is covered with prefinished metal cladding and maintenance free aluminum soffits, fascia, and eavestroughing.</p> <p>Six (6) overhead doors (three (3) 14'x14' doors and two (2) 14'x16' doors).</p>
Frontage/Access:	The site has approximately 200 feet of frontage on George Avenue with average depth of approximately 409 feet; interior lot
Utilities/Improvements:	<p>Electricity: Hydroelectricity (underground lines)</p> <p>Sewer: Municipal sewer service</p> <p>Water: Municipal water service</p> <p>Natural gas: Service is available</p> <p>Streetlights: Municipal streetlights</p> <p>Sidewalks: None</p> <p>Drainage system: Open ditches</p> <p>Telephone/internet: High speed internet access and both cellular and land line telephone service</p> <p>Police/fire protection: Service is available</p> <p>Rail access: None</p>

Selected photographs:



Parcel 2 – Work in Process

Asset Descriptions:

Berg 20' S/A Grain Trailer
16' Fuel Tank Trailer
45' Berg Tridem Grain Trailer
Grey 20' Grain Trailer
Grain Trailer - Serial: #202765
34' Black Tridem Trailer Chassis - Serial: #202850
34' Grey T/A Grain Trailer
Painted T/A Grain Trailer - Serial: #202997
Berg Tridem Grain Trailer - Serial: #202895
30' Tridem Tilt Deck Equipment Trailer
Tandem Axle Grain Trailer - Serial: #202901
Berg Grain Trailer - Serial: #202900
20' Cancade Grain S/A Grain Trailer
Grain Trailer in Shop - Serial: #203007
Grain Trailer in Paint Booth – Serial: #202896
Grain Trailer in Sandblasting – Serial: #202766

Selected photographs:



Berg 20' S/A Grain Trailer



16' Fuel Tank Trailer



45' Berg Tridem Grain Trailer



Grey 20' Grain Trailer



Grain Trailer - Serial: #202765



34' Black Tridem Trailer
Chassis Serial: #202850



34' Grey T/A Grain Trailer



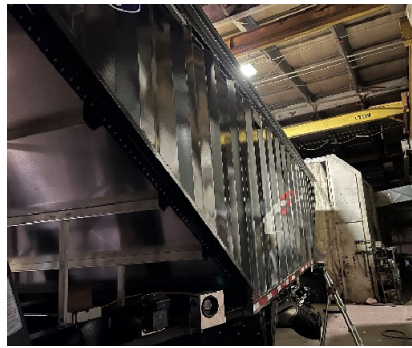
Painted T/A Grain Trailer –
Serial #202997



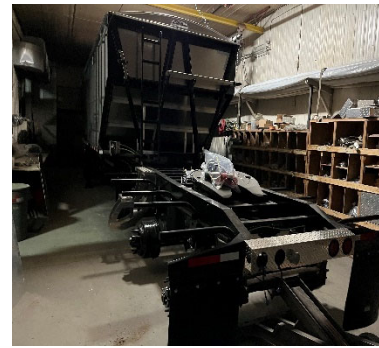
Berg Tridem Grain Trailer –
Serial #202895



30' Tridem Tilt Deck Trailer



Tandem Axle Grain Trailer –
Serial: #202901



Berg Grain Trailer – Serial:
#202900



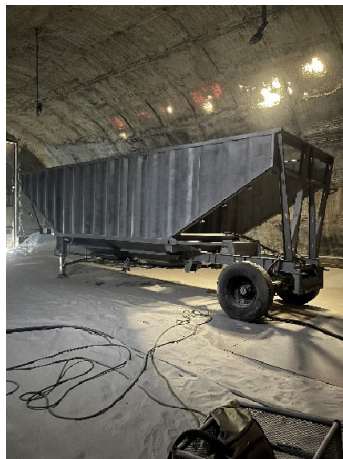
20' Cancade Grain S/A Grain
Trailer



Grain Trailer in Shop - Serial:
#203007



Grain Trailer in Paint Booth –
Serial: #202896



Grain Trailer in Sandblasting –
Serial: #202766

Parcel 3 – Inventory and Equipment

Asset Descriptions:

(3) Metal Unfinished Flat Deck Semi Trailers (No Vin)
24' Gooseneck Tridem Flat Deck Trailer - Serial: #22020080
2006 Volvo T/A Semi Truck - Serial: #4V4NC9GHX6N410365 - Mileage: 1,947,768 Miles (Showing Unverified) - 13 Speed Eaton Fuller Manual
1999 Volvo VNL64T T/A Semi Truck - Serial: #4VG7DAJH5XN773127
Ford LTL 9000 S/A Semi Truck
2008 GMC 1500 Sierra Truck - Serial: #1GCHK23K08F205588 - Mileage: 242,681 km (Showing Unverified)
2015 Ford F150 Supercrew - Serial: #1FTEW1EG1FFB16183 - Mileage: 184,756
Metal Covering with Forklift Attachment and Metal Pieces
Diesel Fuel Tank on Stand
Metal Storage Containment
(2) Pallets of Flat Metal
Single Side Metal Racking with Metal Tubing
Double Sided Metal Racking with Metal Tubing
(6) Pallets of Metal Trailer Parts
Boxes of Trailer Brake Pods
(5) Sections of Pallets Racking's
(14) Pallets of Metal trailer Parts
(2) Black Garbage Dumping Bins
Metals Sawhorses
Caterpillar RC60 Forklift - Serial: #31A01896 - Hours: 1,603 (Showing Unverified)
(6) Pallets of Hose Reel, Mud Flap and Trailer Parts
(9) Pallets of Side Steps, Checkerboard, Links, and Trailer Parts
(2)8 Trailer Rims
(8) Pallets of Trailer links, Fenders, and Brackets
(46) Unused Semi Trailer Tires on Rims
(3) Pallets of Hydraulic Tanks
(2) Pallets With Metal Tubes and Flat Metal
(5) Pallets of Wood and PVC Piping
Homemade Shop Press
Bobcat 7753 Skid Steer w/ Bucket - Serial: #509611918
(5) Metal Shelves
(5) Pallets of Air Tanks
Pallets of Air Shocks and Brackets and offsets
(10) Pallets of Checker Plates, Brackets, Stairs, and Trailer Parts
(2) Sections of Pallet Racking
Toyota 7FGKU40 Forklift - Serial: #70272
Blue Diamond Skid Steer Fork Attachment
JCB 930 Forklift
10' Land Lever Box Scraper Attachment
Blue S/A Trailer Chassis
Red Trailer Chassis
Metal Tubing with Stand Alone Structure
Blue Sanding Hopper
(6) Pallets with Mud Flaps and Fenders
Metal Trailer Frame
Air Tank on Side of Building
Pallets and Crates of Air Springs, and Metal Brackets

(1) Section of Pallet Racking
2008 40' Seacan Shipping Container
(3) Pallets of Screws, Mounts, and Trailers Parts
Quonset of Used Paint
(3) Sections of Pallet Racking
Pallets of Checkered Plates, and Trailer Flat Metals
Office Furniture
Utility Room with Unused Shipping and Safety Supplies
Set of Lockers in Lunchroom
Microwaves, Coffee Makers, Fridge in Lunchroom
MR Heater Industrial Heater
Red Shop Press
(3) Prostar Fume Extractors
Empire Geared Head Milling and Drilling Machine
Metal Welding Table
Quantity of Welding Shields
Metal Shelf with Metal Rod
Yellow Roller Table
BE Fan
Lockers in Shop
Metal Working Table
Bomar Economic 410.260 DG Band Saw
(2) I Beams
Welding Table with Hand Tools
Lincoln LF-74 Wire Feeder
Lincoln Electric WelderDC-400
Yellow Bolt Bin with Bolts
Blue Bolt Bin with Metals Parts
Mastercraft Sander on Stand
Stand With Trailer Jack Handles
Millermatic 252 Welder
Miller 22A 24v Wire Feeder
Miller CP-302 Welder
Wall of Hand Tools
Yellow Snap on Toolbox with Tools
Hypertherm Powermax 45 Plasma Cutter
Metal Welding Table with Hand Tools
Clarke Drill Press
Millermatic 252 Welder
(2) Floor Jacks
Yellow Metal Worktable with Hand Tools
Blue Bolt Bin with Metal Parts
Millermatic 252 Welder
Long Metal Working Table
Millermatic 252 Welder
Millermatic 252 Welder
Millermatic 252 Welder
Ingersoll-Rand T30 Compressor
Ingersoll Rand Air Dryer - Hours: 25,652 (Showing Unverified)
Husky 3650 Portable Generator
Toyota 7FB0U18 Electric Forklift - Serial: #60999 - Hours: 31,132 (Showing Unverified)
(4) Pallets of Flat Metal and Tubing for Trailer Welding
Metal Shelves of Misc. Parts
Graco Paint Sprayer
Smaller Graco Paint Sprayer
Homelite Pressure Washer

Quantity of Used Paint
Metal cabinet with Misc. Tools
Worktable with Hand Tools
Black Cabinet with Spray Cans and Hand Tools
Graco Bulldog Paint Sprayer Pump
Graco Promix 2KE Mixer
(5) Metal Stands
Hydraulic Shop Jack
(5) Floor Jacks
Blue Bolt Bin with Parts
Hypertherm Powermax 45 Plasma Cutter
Rolling Staircase
Metal Worktable with Contents
Pulsar D165 Crimper
Blue Bolt Bit with Parts
Rolls of Wires
Black Bolt Bin with Bolts
5,500 Lbs Floor Jack
Small Blue Bins with Bolts on Stand
UL AD 6000 Pneumatic Bed Linder Application System - Hours: 1,603 (Showing Unverified)
DeWalt Chop Saw
Metal Worktable with Contents
Rack of Rollers
Pallet of Metal Checkered Plates and Mounts
Quantity Of Ladders
(5) Barrels of Grease Dispensers
20" Floor Mount Drill Press
Gray Truck Scissor Jack
Blue Bolt Bin with Bolts
(2) Tier Snap-on Toolbox with Tools
10' Toolbox with Tools
Milwaukee Drill Sets
Wooden Shelf with Trailer Parts
Orange Bolt Bin with Bolts
Rolling Reel Rack with Wires
Red Snap-on Toolbox with Tools
(3) Wooden Shelves with Trailer Parts
Pallet and Stand of Mud Flaps
ABS Adapter Main Harness Boxes
Grote Trailer Wiring Harness Main
Main Paint Booth in Main Shop
Under Coating Paint Booth
Sand Hopper Bins
Frost Fighter Indirect Heater
Toyota 25 Forklift - Hours: 12,657 (Showing Unverified)
(2) Metal Stands
Banding Cart
Portable Battery Charger

Selected photographs:



Sales and Information Package | Parcel 3 – Inventory and Equipment



Deloitte.

www.deloitte.ca

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

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

© Deloitte LLP and affiliated entities.

Appendix C – Advertisements

Classifieds The Winkler Morden Voice

Show Home for Sale

Aurora Plus RTM

1648 SqFt

3 bedrooms, ensuite large kitchen with quartz countertops
9ft walls
double cathedral ceiling
abundance of natural light

Pictures available at www.wgiesbrechthomes.ca
204-346-3231

WANTED

Buying large amounts of coins & coin collections!



Old coins, old money, collectors coins, rare coins, coin collections, pre:1969 10¢, 25¢, 50¢, \$1., Olympic coins, coin sets, **Royal Canadian Mint Coins, Franklin Mints Sets, buying Entire Collections & Estates.** USA, Canada & world collections **wanted.** Also purchasing bullion, jewelry, scrap, nuggets, sterling, gold, silver, platinum.

Todd
250-864-3521



Response Builder Advertising WORKS!

- GET SEEN by over 360,000 Manitoba Homes!
- Create instant top of mind awareness
- Showcase your info, business, product, job, announcements or event
- We format it, to make it look great!
- Starting at \$239.00 (includes 35 lines of space)
- The ads blanket the province and run in MCNA's 31 Manitoba community newspapers
- Very cost effective means of getting your message out to the widest possible audience

Contact this newspaper NOW or MCNA at **204.947.1691** or email classified@mcna.com

www.mcna.com

Starting a new business?

Call us - We have everything you need to promote your business

Call 204-467-5836

Senior Pastor Wanted

Carman Mennonite Church is an independent Anabaptist congregation seeking 0.5FTE pastoral position with the possibility of full-time. Located in Carman, MB.

For more info contact: cmcpastoralsearchcommittee@gmail.com

Danny's

MOVING AND DISPOSAL

- Local & long distance
- Household packing
- Estate clear out & clean up
- Small Demolition

Small Jobs & Free Estimates
Seniors Discounts
Professional & Courteous
204-298-7578



Camp Wannakumbac 75th Anniversary Family Camp August 4-7, 2023

Everyone invited especially current & alumni campers, counsellors, staff, families & supporters for all or part of weekend. Enjoy decade reunions, campfires, beef pit BBQ & dance. Info on fees, detailed program & registration at: www.campwannakumbac.com or Ph: 204 848-2380

Email: info@wannakumbac.com
Registration Deadline July 21, 2023

EMPLOYMENT



Border Land School Division invites applicants for a

FULL-TIME CUSTODIAN FOR W.C. MILLER COLLEGIATE IN ALTONA, MB

FOR DETAILS VISIT WWW.BLSD.CA

CAREERS



MAINTENANCE MECHANIC/MILLWRIGHT

Bunge Altona has an opening for a Maintenance Mechanic/Millwright. Work involves process equipment installation, maintenance and repair, lubrication, steel fabrication and welding.

Preference will be given to those candidates holding a valid provincial Millwright or Industrial Mechanic ticket. Candidates who do not hold a valid ticket will be expected to enrol in the apprenticeship program to obtain their ticket as soon as possible.

Overtime and on-call duties are required. The successful applicant will possess excellent written and verbal communication skills, trouble shooting skills, and be a team player.

The following would be considered an asset for this position:

- Experience in grain handling, processing, or manufacturing facility
- Experience in industrial equipment maintenance and repair
- Ability to read blueprints and technical documents
- Pressure or structural welding tickets and related experience

This is a regular full time position providing an excellent wage and benefits package. Bunge is committed to providing a safe, healthy, and rewarding workplace for all employees.

A job description for this position can be found online on the Bunge website: <https://jobs.bunge.com/>. enter "Altona" in the field "Search by Location". Click on "Maintenance Worker" to read the description. Applications should be made online with an attached resume.

Bunge Canada is an equal opportunity employer.

CONDO FOR RENT

CONDO FOR RENT

at Katharina Court, Altona.

1100 sq. ft., All appliances included.

\$1100 per month. Available: September 1st. Contact Jack at 204-304-0656

McSherry Auctions

12 Patterson Dr., Stonewall, MB

Online Timed Auctions @ iCollector.com

Ray Caron Construction
Closes July 27 @ 6:30PM

Estate of Don Gulewich
Closes August 1 @ 7:00PM

Estate of Jean Wilkinson
Closes August 3 @ 7:00PM

Booking Auctions At Your Place or Ours!

McSherryAuction.com
204-467-1858
Consignors Welcome!

BATTERIES FOR EVERYTHING! 50,000 BATTERIES IN STOCK

*Auto *Farm *Truck
*Construction *ATV
*Motorcycle *Golf Carts
*Rechargeables *Tools
*Computers *Medical
*All phones *Chargers
*Marine *RV & more
Shipping/Delivery avail.

THE BATTERY MAN
1390 St. James St.
Winnipeg
TF 1-877-775-8271
www.batteryman.ca

CAREERS

Parts Sales Associate – AgWest

AgWest is looking for a Parts Sales Associate to join our team! The Parts Sales Associate plays a vital role in customer service at our Branch as the key customer contact for advising and distributing parts and consistently providing superior service.

As a Parts Sales Associate, YOU will experience:

- Working for the best in class equipment dealer and with premium brands to exceed our customer needs
- Opportunities to continuously Learn, Grow and Develop with our AgWest team for your success

In a typical day, YOU will:

- Demonstrate safe, environmentally sound and healthy work behaviours at all times
- Enhance our customer's experience and commitment to brand loyalty by providing product expertise, relevant parts recommendations and regular communication of current and upcoming parts promotions
- Manage parts inquiries and correspondence effectively over the parts counter, through email and by phone in a timely and courteous manner
- Manage the daily functions of the parts operation, including sourcing, procuring and ordering parts, following up on backorders and credits, conducting inventory counts, processing cores and warranties for both internal and external customers
- Provide on call service as required, at times on weekends and evenings

About AgWest

From CLAAS and numerous AGCO brands, our expanded line of new farm equipment and used equipment keeps your farming operation productive year-round. And with a full selection of attachments, supply products and genuine parts, our dedicated sales and service teams always have exactly what you need on hand. At AgWest, competitive advantage is derived by developing and harnessing the talents and skills of our team.

2 Job Technician positions available

Our **Ag Technicians** are responsible for supporting the customer in the shop and field with Ag equipment expertise (diagnosis and repairs) that are completed in a timely manner and with a high level of quality.

- Demonstrate workplace safety, environmentally sound and healthy behaviours at all times
- Diagnose mechanical and electrical problems using testing equipment in the shop
- Effectively repair Ag heavy equipment product lines represented by AgWest
- Prepare accurate service and repair reports in a timely manner
- Maintain excellent customer relations through frequent communication
- Licensed Technician, AGCO/Claas experience preferred with proven industry experience
- Mechanical aptitude to safely and effectively diagnose and repair Ag equipment
- Highly safety conscious with a positive attitude and strong commitment to customer service
- Self-motivated and able to work with a sense of urgency
- Focused on completing work with high standard of quality
- Strong computer skills are an asset
- Willing and able to work shifts as required in support of the business
- A valid Driver's Licence, Class 5 (Class 3 is preferred) with a clean Driver's Abstract

Resumes can be sent to: Don Miller

donmiller@agwest.com

Phone 204-880-5525

Ag West is an equal opportunity employer who recognizes and values diversity

INVITATION TO OFFERS

INVITATION FOR OFFERS

3816410 Manitoba Ltd. o/a Berg's Trailers & Prep and Paint

3816410 Manitoba Ltd. o/a Berg's Trailers & Prep and Paint ("Berg's" or the "Company"), based in Winkler, Manitoba, specialized in manufacturing grain and aluminum trailers, as well as providing sandblasting and painting services.

Deloitte Restructuring Inc., in its capacity as Receiver of the Company (the "Receiver") invite offers to purchase the Receiver's right, title and interest, if any, in the assets of the Company as follows:

- Parcel 1: Land and Building (1 – 550 George Avenue, Winkler, Manitoba)**
- Parcel 2: Work in Process**
- Parcel 3: Inventory and Equipment**

All offers must be sealed and marked "OFFER – Berg's" and be delivered or mailed, postage prepaid, to Deloitte Restructuring Inc. at 360 Main Street, Suite 2300, Winnipeg, MB R3C 3Z3 to be received no later than **4:00 p.m. CT on Friday, August 11, 2023.** Every offer submitted shall be in the form of the Offer to Purchase prescribed in the Sales and Information Package. The highest or any offer will not necessary be accepted.

To obtain a copy of the Sales and Information Package and/or to arrange an appointment to view the assets, please contact John R. Fritz at (204) 944-3586 or (jofritz@deloitte.ca).

Deloitte.

Fritz, John

From: Insolvency Insider <editor@insolvencyinsider.ca>
Sent: Monday, July 17, 2023 06:01
To: Fritz, John
Subject: [EXT] Quebec medical assistance giant goes under; David's Bridal sold

July 17, 2023

Quebec medical assistance giant goes under; David's Bridal sold



Exclusive insolvency news, trends and legal updates

[Subscribe](#)



Recent Filings

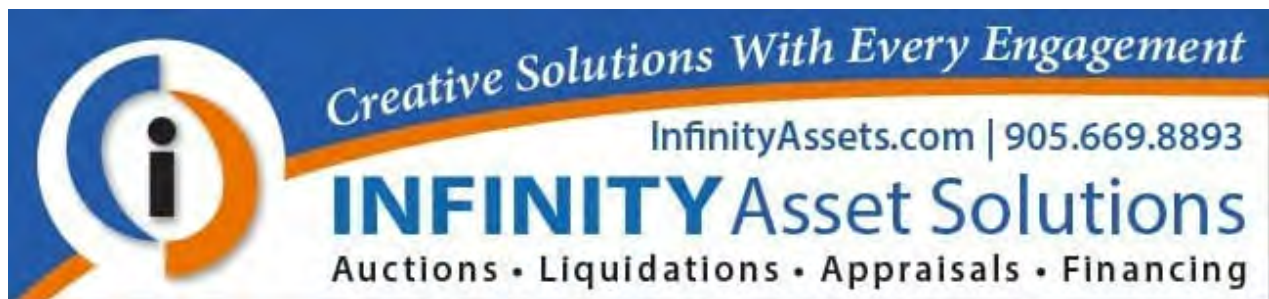
Groupe Airmedic, the only private company in Québec dedicated to airborne and land medical assistance and transportation across the province for emergency situations, obtained CCAA protection on July 13. The application was brought by two secured creditors, and **Deloitte** was appointed Monitor and granted enhanced powers to act on behalf of **Groupe Airmedic** to maintain its going-concern operations and implement the contemplated restructuring. The insolvency of **Groupe Airmedic** was caused by its indebtedness (approximately \$106 million, \$65 million of which is secured) and the resulting pressure on its liquidity. The objective of the restructuring is to eventually conclude a transaction that will allow the business of **Groupe Airmedic** to continue as a going concern without interrupting operations. **Deloitte** is the Monitor, represented by **Norton Rose Fulbright. McCarthy** is counsel to **Laurentian Bank of Canada** and **Fiera. Osler** is counsel to the companies.



Tantalus Labs Ltd., a Vancouver, British Columbia-based vertically integrated cannabis business, filed an NOI on June 28. The company's financial difficulties are primarily due to the systemic issues in the cannabis industry in Canada, including the burdensome regulatory and taxation environment. As a result of the recurring financial losses, **Sungrown Mortgage Corporation**, the secured creditor, advised the Company that it was no longer prepared to continue its historic forbearance or fund the Company's losses. **EY** is the Proposal Trustee, represented by **Nathanson, Schachter & Thompson. MLT**

Aikins is counsel for the company and **Dentons** is counsel for **Sungrown Mortgage Corporation**.

Careadon Corp., which operates and owns a seniors residence in St. Albert, Alberta, and two related companies were placed in receivership on July 7. The receivership application was brought by **UMC Financial Management Inc.**, owed \$68.8 million. **Careadon** has struggled with its finances and the construction of the residence. Only 54 out of 115 units have received occupancy permits, and only 8 units have been leased. The lack of leased units has significantly impacted **Careadon's** cash flow and ability to pay for essential operating expenses. **EY** was appointed Receiver, represented by **McLennan Ross**. **Miller Thomson** is counsel for **UMC Financial** and **Swainson Miki Peskett** is counsel for **HMT Holdings**, owed approximately \$13 million.



Digital Orthodontic Care Inc., a Milton, Ontario-based company which operates under the business name **SureCure Orthodontic Aligners**, was placed in receivership on July 4. The receivership application was brought by **Ortho Studio Express, Inc.**, a U.S.-based investment firm that owns a minority stake in the company, which is owed approximately USD \$5 million. **Richter** was appointed Receiver. **McMillan** is counsel for **SureCure**.

AccordExpress
Factoring

\$500,000 - \$2 MILLION FACILITIES
OFFER LETTER WITHIN 48 HOURS
FUNDING WITHIN 10 DAYS
NO FINANCIAL COVENANTS & NO TERM COMMITMENT



LEARN MORE

Document Library Updates

Have you subscribed to our new [Document Library service](#) yet? If not, you've missed out on last Thursday's subscribers-only email where we discussed:

- how Justice McEwen of the Ontario Superior Court rejected the “Future Harm Claimants” representative counsel order sought by the **Heart and Stroke Foundation** in the CCAA proceedings of **Rothmans, Benson & Hedges, JTI-Macdonald Corp.** and **Imperial Tobacco**; and
- a huge settlement of litigation reached in the CCAA proceedings of **Bondfield Construction Company Limited et al.**

Make sure your group is subscribed so you're aware of all the important case updates and legal issues developing. [Check out our website](#) for further details on the Document Library, including pricing. When you're ready, [send us an email](#) to get your group subscribed!



The banner features the Hillmount Capital logo on the left, which consists of a stylized 'H' icon and the text 'HILLMOUNT CAPITAL'. To the right, the text 'Real Estate Financing' is prominently displayed in a large, bold font. Below this, in a smaller font, it reads 'Funding restructuring and turnaround situations. Receiver Certificates - DIP Financing - Bridge Loans'. At the bottom of the banner, the contact information 'hillmount.ca | Yitz Levinson, yitz@hillmount.ca Lic. #10453' is provided.

Assets for Sale

Our Assets for Sale section now appears at the bottom of this email.

LEADERS IN LAND - DISPOSITION • ADVISORY • VALUATIONS

Active across all of Southern Ontario with over 45 years of combined experience & almost \$3B in GTA & GGH land sales. Visit our website: www.cbre.ca/child-hunt

JASON CHILD • IAN HUNT • DANIEL SATOOR • TOREY FERRELLI • ALLISON CONETTA

LAND SPECIALISTS

CBRE Limited, Real Estate Brokerage

2005 Sheppard Avenue E, Suite 800, Toronto ON M2J 5B4



[Click here for a new interactive map of all active land listings. Email us to book an appointment with our team of Specialists.](#)

Insolvency Stories in the News

- [How Canadian Restructuring Lawyers are Doing Deals in a Way That Their US Counterparts Can't](#) (paywalled)
- [Popular Vancouver bike shop closes and owes millions to creditors](#)
- [Jenny Craig bankruptcy leaves former Alta. employee out thousands: 'I feel traumatized'](#)
- [Near-record number of Canadians worried about bankruptcy](#)



- [South-end Barrie development lands in receivership](#)
- [Atlas Global Brands Announces Delay in Annual and Interim Filings Following Complex Reverse Takeover, Acquisitions and Corporate Restructuring](#)
- [Canopy stock falls 40 per cent after cannabis company dilutes shares in debt-restructuring plan](#)



WAYGAR CAPITAL

Senior Secured Asset-Based Loans from \$5 Million to \$150 Million for Manufacturers, Distributors, Retailers, Defence and Security Industries.

SERVICES INCLUDE:

- ✓ Refinancing
- ✓ Late Stage Turnarounds
- ✓ CCAA/DIP Financing
- ✓ Bridge Loans

☎ (416) 572-0025
🌐 www.waygarcapital.com

Insolvency Directory

Click the button below for our comprehensive directory of who's who in the Canadian insolvency market — trustees, lawyers, lenders, liquidators, property managers, turnaround professionals, industry consultants, distressed purchasers and more.

[Insolvency Directory](#)

Also listed are strategic players and investors looking to purchase distressed assets, so make sure to check it out if you're running a sales process.

Want to be included in the directory? [Email us](#) for details.



**WESTERN CANADA'S
BUSIEST AUCTION HOUSE**

APPRAISALS, QUOTES, PROPOSALS

SALES@ABLEAUCTIONS.CA

able
auctions.ca

Restructuring Webinar



We've just recorded a very timely and informative 1-hour discussion on Higher scrutiny of fees? CRA takes aim at NOI priming charges. Our expert panel considers these questions, together with the implications of a number of significant recent cases. We'll cover, among other things:

- whether the Supreme Court's decision in *Petrowest* went far enough, and the questions it left open;
- recent cases from across the country scrutinizing fees and lawyers' hourly rates;
- creative new arguments attempting to elevate the status of a judgment creditor above other unsecured creditors;
- conflicting processes proposed for valuing claims in a mass tort insolvency;
- a new attempt by CRA to challenge priming charges; and
- how a court will consider competing CCAA applications brought by a debtor and its lenders.

Watch Now

The full agenda and link to register can be found [HERE](#). The cost is only \$79.00 + HST. The webinar can be watched at your convenience, so make sure you register and set aside 45 minutes to watch it! It is well worth your time to get up-to-speed on what you need to know right now in our fast-paced market!

Upcoming Events

Join an expert faculty of lawyers, judges, bankers and trustees from across Canada at the **17th Annual CBA Insolvency Law Conference** on September 29, 2023 in Montréal.

[Further details.](#)

Want to promote an event? [Email us](#)

BOUTIQUE MORTGAGE LENDERS[®] LIC #10164

REAL ESTATE CAPITAL AVAILABLE ACROSS CANADA FOR:
• Rescue Financing • DIP Financing • Financial Restructuring

Firm Capital Corporation
Mortgage Investment Corporation
TSX Symbol: FC

Lorne Morein | lmorein@firmcapital.com
(416) 635-0221 | www.FirmCapital.com

WE ALSO PROVIDE CAPITAL FOR:
• Land & Construction Financing • Bridge Financing
• Mezzanine Financing • REITs/Capital Markets

Where Mortgage Deals Get Done[®]

[Click here to learn more about how Firm Capital Corporation provides a gap-financing solution, with a focus on fast service and innovative structures.](#)

U.S. Filings and News

- [US judge considers ending stalled New York diocese bankruptcy](#)
 - [Detroit Marks 10th Anniversary of Bankruptcy With a Bond Sale](#)
 - [David's Bridal avoids shutdown with no-cash bankruptcy sale](#)
 - [FTX, Celsius Bankruptcy Claims Can Now Be Sold on OPNX](#)
 - [New boss to head up Cineworld ahead of exit from bankruptcy](#)
 - [Vice Media enters bankruptcy](#)
 - [BlockFi Management Ignored Warnings About FTX and Alameda, Creditors Allege](#)
 - [Credit Suisse Stands Out as Rare Case of Bank Disclosing EM Debt](#)
-

Assets for Sale

Deloitte Restructuring Inc. in its capacity as Court Appointed Receiver of **Berg's Trailers & Prep and Paint (3816410 Manitoba Ltd.)** ("Berg's Trailers"), is soliciting offers to purchase some or all of **Berg's Trailers'** assets, including real property, work in process, and inventory and equipment. Interested parties must deliver their offer by no later than **4:00 p.m. CT on August 11, 2023**. Further information can be found [HERE](#).

Raymond Chabot Inc., in its capacity as court-appointed Receiver of **Ferme d'éducation et de recherche du campus d'Alfred** ("FERCA"), is soliciting offers to purchase **FERCA's** agricultural properties located in Alfred, Ontario. For more information, please contact Dax Romero at romero.dax@rcgt.com or visit [HERE](#).

Baigel Corp., in its capacity as Trustee of the Estate of **Nuvocare Health Sciences Inc.** ("Nuvocare"), a bankrupt, is soliciting offers for the sale of certain of **Nuvocare's** intellectual property assets, including 54 health supplement brand product trademarks and 47 product licences with Natural Product Numbers issued by Health Canada. Further information can be found [HERE](#).

msi Spergel inc. in its capacity as Court Appointed Receiver of **Vellend-Tech Inc.**, an importer and wholesaler of Reid bicycles and assorted cycling footwear, is soliciting offers to purchase the company's assets, properties and undertakings. Further information can be found [HERE](#).

EY, in its capacity as Receiver of **1194038 Alberta Ltd.** is seeking offers to purchase a 20,397 sq ft commercial building and related land located at 10103 178 Street NW, Edmonton, AB. Further information can be found [HERE](#).

Grant Thornton Limited in its capacity as monitor of **Swarmio Media Holdings Inc.**, **Swarmio Media Inc.**, and **Swarmio Inc.** (collectively, the “**Swarmio Group**”) is seeking non-binding letters of intent (“**LOI**”) for the **Swarmio Group’s** business, property, assets, and undertakings. Further information can be found [HERE](#).

KSV Restructuring Inc. has engaged **Colliers International** to solicit offers for the sale of a development property located at **189 Summerset Drive, Barrie**. Further information can be found [HERE](#).

KSV Restructuring Inc. has engaged **Colliers International** to solicit offers for the sale of a development property located at **88-99 Nashville Road, Vaughan**. Further information can be found [HERE](#).

PricewaterhouseCoopers Inc. in its capacity as Court Appointed Receiver of **IE CA 3 Holdings Ltd.** and **IE CA 4 Holdings Ltd.** has engaged **Foundry Digital LLC** to solicit offers on approximately 38,000 bitcoin mining machines. **The deadline for offers is July 31, 2023.** Further details can be found [HERE](#).

CBRE as the listing agent for the court appointed selling officer is seeking offer for property located on Blackstrap Lake, near Saskatoon, known as **Lakeside Golf Resort**. Further information can be found [HERE](#).

KSV Restructuring Inc. in its capacity as court appointed receiver and manager of **StateView Homes (ELM & CO) INC.**, has engaged **Cushman & Wakefield ULC** to solicit offers for the sale of the residential development property located at **12942 York Durham Line, Stouffville**. Further information can be found [HERE](#).

KSV Restructuring Inc. in its capacity as court appointed receiver and manager of **StateView Homes (NAO TOWNS II) INC.**, has engaged **Cushman & Wakefield ULC** to solicit offers for the sale of the residential development parcels located at **7810-7846 McCowan Road, Markham**. Further information can be found [HERE](#).

RSM Canada Limited, in its capacity as Court-appointed receiver and manager of **Stateview Homes (Hampton Heights) Inc.** is inviting offers for the purchase of the company’s interest in the properties municipally known as **39 Auburn Court and 2, 4, 6 and 8 Teck Road in Barrie, Ontario**. All offers must be received by the Receiver on or before **12:00 noon (EST) on July 17, 2023**. Further information can be found [HERE](#).

BDO Canada Limited, in its capacity as Receiver and Manager of **Taiga Sports Fishing Ltd.** is soliciting offers through **Coldwell Banker** for the sale of its right, title and interest in the **Blachford Lake Lodge**, a world-class wilderness resort focusing on eco-tourism and international winter aurora viewing outside of Yellowknife, NT. Further information can be found [HERE](#).

RSM Canada Limited, in its capacity as Court-appointed Receiver of the lands and premises known municipally as **134, 148, 152, 184/188, 214, 224 and 226 Harwood**

Avenue South, Ajax, Ontario has engaged **Avison Young Commercial Real Estate Services, LP** to solicit offers to purchase the property. Further information can be found [HERE](#).

msi Spergel Inc. (GRIP), in its capacity as the monitor of **Plant-Based Investment Corp.**, is soliciting offers for the business and assets of the company, including certain shares and debt instruments in both publicly traded and private corporations. The deadline for the submission of offers is **July 25, 2023 at 5:00 pm** (Toronto time). Further information can be found [HERE](#).

Coldwell Banker Commercial Integrity are selling several land parcels located in Port Colborne, ON on behalf of **Pillar Capital Corporation** under power of sale: 404 acres of Industrial land comprised of two separate land parcels of 241 Acres and 163 acres (approximately 382 developable acres). Further information can be found [HERE](#).

Deloitte Restructuring Inc. in its capacity as Receiver of **Meridien Atlantic Fishing Ltd., Rocky Coast Seafoods Ltd.** and **9514228 Canada Inc.** has engaged **TriNav Marine Brokerage Inc.** and **TriNav Realty** to solicit offers to purchase some or all of the **Meridien Group's** assets, including a fish processing facility in Comeauville, Nova Scotia, a fish buyers license and fish processors license, and two undeveloped waterfront parcels in Church Point, Nova Scotia. Further information can be found [HERE](#).

Raymond Chabot Inc., in its capacity as court-appointed receiver of **30 Cedar Holdings Inc.**, has engaged **Royal LePage North Heritage Realty** to solicit offers for the commercial property located at **30 Cedar Street, Sudbury, Ontario**. Further information can be found [HERE](#).

MNP Ltd. in its capacity as court appointed Receiver and Manager of **2399430 Alberta Ltd.** and **2399449 Alberta Ltd.** has engaged **NAI Commercial Real Estate Inc.** to solicit offers to purchase the following properties: **8020 – 105 Street NW, Edmonton, AB; 109 Street NW, Edmonton, AB; and 10507 Saskatchewan Drive NW, Edmonton, AB.** Further information can be found [HERE](#).

Deloitte Restructuring Inc. in its capacity as Receiver and Manager of **Zio's Pizza Kitchen Ltd.** has engaged **Cushman & Wakefield Atlantic** to solicit offers to purchase the commercial property located at **214 Church Street, Moncton, New Brunswick** and the parking lot located at **14-146 Mountain Road, Moncton, New Brunswick**. Further information can be found [HERE](#).

Dodick Landau Inc., the financial advisor to the Estate Trustee of the late **Ellery Jay Muchmaker**, has engaged **CBRE** to solicit offers to purchase the multi-unit residential property located at **34-36 King Street E, Kawartha Lakes, Ontario**. Further information can be found [HERE](#).

PricewaterhouseCoopers Inc., LIT, in its capacity as court-appointed receiver and manager of **Prendiville Industries Ltd.** has engaged **Cushman & Wakefield Stevenson** to solicit offers for the property located at **68 Crane, Thompson. MB.** The property includes a 17,000 SF freestanding industrial building on 1.34 acres. Further information can be found [HERE](#).

CBRE Land Specialists are selling a property under power of sale: + 27.20 acres of mixed use waterfront development land with over 400 units as-of-right, ~1,500 ft. of Highway 400 frontage & ~1,500 ft. of direct water frontage located at **116, 162, 192 & 206 Port Severn Road North in Port Severn, Muskoka.** Further information can be found [HERE](#).

Need to promote a distressed asset sale? [Email us](#).

From the Editor

[Dina Kovacevic](#) is the editor of the Insolvency Insider publication.

Feedback and suggestions on how we can improve our format and/or content are always welcome!

Interested in sponsorship? [Request a media kit](#) for further details.

Have a great week!



Update your email preferences or unsubscribe [here](#)

© Insolvency Insider Canada. Funded by the Government of Canada

8 Beaumont Drive
Ajax, Ontario L1T1R9, Canada

Appendix D – Asset Purchase Agreement (Redacted)

**DELOITTE RESTRUCTURING INC.,
as court-appointed receiver of the property, assets and undertaking of
3816410 Manitoba Ltd (Berg's Trailers & Prep and Paint),
and not in its personal capacity**

as Vendor,

and

RITE-WAY RENTALS AND RADIATORS LTD.

as Purchaser.

ASSET PURCHASE AGREEMENT
September 26, 2023

ASSET PURCHASE AGREEMENT

THIS AGREEMENT is made the 26th day of September, 2023, between Deloitte Restructuring Inc. (the "**Vendor**"), as court-appointed receiver of the property, assets and undertaking of 3816410 Manitoba Ltd (o/a Berg's Trailers & Prep and Paint) ("**381**") and not in its personal capacity, as vendor, and Rite-Way Rentals and Radiators Ltd. (the "**Purchaser**"), as purchaser.

WHEREAS:

- A. Pursuant to a Court order dated May 25, 2023 (the "**May 25 Order**"), the Vendor, as receiver and manager of 381, undertook a solicitation process for the sale of the property, assets and undertaking of 381.
- B. Subject to court approval, the Vendor has agreed to sell to the Purchaser and the Purchaser has agreed to purchase from the Vendor, all of the right, title and interest of 381 in the Purchased Property (as hereinafter defined).

NOW THEREFORE in consideration of the premises and the mutual covenants and agreements contained in this Agreement and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

ARTICLE 1 INTERPRETATION

Section 1.1 Defined Terms. As used in this Agreement, the following words and terms have the following meanings:

- (a) "**Agreement**" means this asset purchase agreement and all schedules and all instruments in amendment or confirmation of it, and the expressions "**Article**" and "**Section**" followed by a number mean and refer to the specified Article or Section of this Agreement;
- (b) "**Applicable Laws**" means all applicable present and future laws, statutes, regulations, treaties, judgments and decrees, and all applicable requirements, requests, official directives, consents, approvals, authorizations, guidelines, rules, orders and policies of any governmental authority having or purporting to have jurisdiction or authority over any matter in question;
- (c) "**Assumed Contracts**" has the meaning given to it in Section 2.1(e);
- (d) "**Buildings and Fixtures**" means all plant, buildings, structures, erections, improvements, appurtenances, appliances and fixtures (including fixed machinery and fixed equipment) owned by 381 and situated on the Lands;
- (e) "**Business Day**" means any day of the year, other than a Saturday, Sunday or statutory holiday in the Province of Manitoba;
- (f) "**Closing**" means the completion of the transactions contemplated herein;
- (g) "**Closing Date**" means, the later of (i) five (5) Business Days following the date on which the Sale Approval and Vesting Order is obtained, or (ii) such

other later date that the parties may agree to in writing;

- (h) **“Closing Time”** means 11:00 a.m. on the Closing Date, or such other time as the parties may agree in writing;
- (i) **“Confidential Information”** all confidential, personal, proprietary, private or secret information of the Vendor, 381 or any of their current or former employees, agents, officers, directors, clients or customers, in all material forms and however stored or expressed, irrespective of the form of the communication and whether or not noted thereon to be confidential, which is disclosed or provided to the Purchaser or to which the Purchaser (or its employees, agents or representatives) is given access by the Vendor (or its employees, agents or representatives). Despite the foregoing, "Confidential Information" does not include (i) information which at the date hereof is in the public domain, (ii) information which after the date hereof is published or otherwise becomes part of the public domain through no fault or action of the Purchaser or any of its employees, agents or representatives; (iii) information which was in the Purchaser's possession prior to the date hereof, or (iv) information received by the Purchaser without restriction as to disclosure from a third party who has the lawful right to disclose the same;
- (j) **“Court”** means the Manitoba Court of King's Bench;
- (k) **“Customer Lists”** has the meaning given to it in Section 2.1(a);
- (l) **“Deposit”** means the amount of [REDACTED];
- (m) **“GST Election”** has the meaning given to it in Section 2.4;
- (n) **“Inventory”** means all inventory of and pertaining to 381's business, including, without limitation, all work-in-process and component parts located on the Lands;
- (o) **“Lands”** means the lands and premises municipally known as 1-550 George Avenue, Winkler, Manitoba, and as legally described in Schedule "A" attached hereto;
- (p) **“Leases”** has the meaning given to it in Section 2.1(c);
- (q) **“Permitted Encumbrances”** means the encumbrances listed in Schedule "B" attached hereto;
- (r) **“Person”** includes an individual, partnership, corporation, trust, joint venture or other entity in any capacity and any governmental agency, body or authority;
- (s) **“Purchase Price”** has the meaning specified in Section 2.1 hereto;
- (t) **“Real Property”** means all of the Lands, Buildings and Fixtures; and
- (u) **“Sale Approval and Vesting Order”** will have the meaning specified in Section 5.1.

Section 1.2 Other Matters of Interpretation.

- (a) This Agreement will be interpreted and enforced in accordance with the laws of the Province of Manitoba and the laws of Canada applicable in the Province of Manitoba, and the parties hereby attorn to the exclusive jurisdiction of the Court in respect of the interpretation of, and any relief sought under, this Agreement.
- (b) Headings of Articles and sections are inserted for convenience of reference only and will not affect the construction or interpretation of this Agreement.
- (c) All provisions requiring a party to do or refrain from doing something will be interpreted as the covenant of that party with respect to that matter despite the absence of the words "covenants" or "agrees" or "promises".
- (d) This Agreement has been negotiated and approved by the parties and, notwithstanding any rule or maxim of law or construction to the contrary, any ambiguity or uncertainty will not be construed against either of the parties by reason of the authorship of any of the provisions of this Agreement.
- (e) Where the word "including" or "includes" is used in this Agreement, it means "including (or includes) without limitation".
- (f) Time will be of the essence of this Agreement.
- (g) Unless the context otherwise requires, words importing the singular include the plural and vice versa and words importing gender include all genders.
- (h) This Agreement shall enure to the benefit of and be binding on the successors and permitted assigns of each of the parties hereto, and any reference to a Person will include, and will be deemed to be a reference to, that Person's successors and permitted assigns, as the context may require.
- (i) The terms "this Agreement", "hereof", "herein", "hereunder" and similar expressions refer to this agreement, and not to any particular paragraph, Article, section or clause of this Agreement.
- (j) This Agreement contains the entire agreement between the parties hereto in respect of its subject matter, and supersedes all earlier agreements as to the subject matter hereof, whether written or oral.
- (k) This Agreement may be altered and amended only by further written agreement of the parties hereto.
- (l) Each term of this Agreement is severable from the others, and if any term hereof is at any time declared by the Court to be void.

Section 1.3 Preamble and Schedules. The preamble and schedules hereto are integral parts of this Agreement. In particular, the following schedules are attached to this Agreement and incorporated herein by reference:

Schedule "A"	-	Lands
Schedule "B"	-	Permitted Encumbrances
Schedule "C"	-	Leases
Schedule "D"	-	Assumed Contracts
Schedule "E"	-	Allocation of Purchase Price
Schedule "F"	-	Sale Approval and Vesting Order

ARTICLE 2 PURCHASE AND SALE

Section 2.1 Purchase of Property. Subject to the terms and conditions hereof, the Vendor agrees to sell, assign and transfer to the Purchaser and the Purchaser agrees to purchase from the Vendor, on the Closing Date, all of the right, title and interest of 381 in and to the following assets (collectively referred to in this Agreement as the "**Purchased Property**"):

- (a) Customer Lists – all of 381's customer and supplier lists, files, data and information relating to customers and suppliers (the "**Customer Lists**");
- (b) Chattels - 381's entire interest in all machinery, equipment, tools, office supplies and equipment, furniture, computer systems and hardware, computer software, vehicles, chattels and tangible personal property of every kind owned by 381 and used in any manner in respect of its business operations, but specifically excepting all cash, financial investments, tax refunds and accounts receivable;
- (c) Leases - 381's entire interest as lessee in all of the leases of personal property binding or affecting 381 and which are described in Schedule "C" hereto (the "**Leases**");
- (d) Inventory - the Inventory;
- (e) Assumed Contracts - the unfilled orders, contracts, engagements or commitments to which 381 is entitled (other than the Leases) and which are listed in Schedule "D" hereto together with such other orders, contracts, engagements or commitments to which 381 is entitled and which the Purchaser, agrees to assume on or before the Closing Date (the "**Assumed Contracts**");
- (f) Goodwill - the goodwill of 381, together with the business name "Berg's Trailers & Prep and Paint" and exclusive right of the Purchaser to represent itself as carrying on the business in continuation of, and in succession to, 381; and
- (g) Lands, Buildings and Fixtures - the Lands, Buildings and Fixtures (collectively referred to herein as the "**Real Property**").

Section 2.2 As is, Where is. The Purchaser acknowledges that the Purchased Property is being purchased on an "as is, where is" basis and that it has inspected the Purchased Property and is relying entirely upon its own investigations and inspections heretofore and hereafter conducted in proceeding with the transactions contemplated hereunder. Without limiting the foregoing, the Purchaser acknowledges that there are no representations, warranties, terms, conditions, understandings or collateral agreements, express or implied,

statutory or otherwise, with respect to the Purchased Property or in respect of any other matter or thing whatsoever except as otherwise expressly stated herein, including as to title, description, condition, cost, size, quality, quantity, fitness for purpose, merchantability, compliance with environmental and other Applicable Laws, or otherwise. The Purchaser further acknowledges that all written and oral information (including analyses, financial information and projections, compilations and studies) obtained by the Purchaser from the Vendor or 381 or any of their directors, officers, employees, professional consultants or advisors with respect to the Purchased Property or otherwise relating to the transactions contemplated in this Agreement, has been obtained for the convenience of the Purchaser only and is not warranted to be accurate or complete.

Section 2.3 Transfer Fees and Taxes. The Purchaser will be liable for, and will pay, if applicable, all federal and provincial sales taxes payable upon and in connection with the conveyance and transfer of the Purchased Property by the Vendor to the Purchaser, and the Purchaser shall indemnify and save harmless the Vendor in respect of any and all claims and liabilities to which the Vendor may be subject as a result of the Purchaser's breach of this provision.

Section 2.4 GST Election. The Purchaser and the Vendor each hereby represent, covenant and warrant to the other that they will jointly execute, in prescribed form, and the Purchaser will file within the prescribed time, an election (the "**GST Election**") pursuant to subsection 167(1) of Part IX of the *Excise Tax Act* of Canada, R.S.C. 1985, c. E-13 (the "**GST Legislation**"). The Purchaser hereby represents and warrants to the Vendor that the Purchaser is registered for the purposes of the GST Legislation as No. 872643937RT0001.

ARTICLE 3 PURCHASE PRICE

Section 3.1 Purchase Price. The aggregate purchase price (the "**Purchase Price**") payable by the Purchaser to the Vendor for the Purchased Property shall be [REDACTED].

Section 3.2 Payment of Purchase Price. The Purchase Price shall be paid by the Purchaser to the Vendor as follows:

- (a) the Vendor acknowledges receipt of the Deposit from the Purchaser, which Deposit shall be held by the Vendor, and credited on account of the Purchase Price on Closing;
- (b) if the transactions contemplated by this Agreement are not completed by reason of a breach of this Agreement by the Vendor, the failure of the conditions specified in Section 5.1 or termination by the Purchaser in accordance with Section 5.2, the Deposit shall be returned to the Purchaser. In all other circumstances, the Deposit, together with any interest earned thereon, shall be paid to the Vendor in full satisfaction of any and all claims it may have against the Purchaser in respect of this Agreement and the Purchaser's act or failure to act; and
- (c) on Closing, the Purchaser shall pay to the Vendor, the sum of [REDACTED], representing the balance of the Purchase Price.

Section 3.3 Allocation of Purchase Price. The Purchase Price will be allocated in the manner prescribed in the attached Schedule "E".

ARTICLE 4 REPRESENTATIONS AND WARRANTIES

Section 4.1 Representations and Warranties of the Vendor. The Vendor represents and warrants to the Purchaser as follows and acknowledges that the Purchaser is relying on such representations and warranties in connection with the transactions contemplated by this Agreement:

- (a) Authority of the Vendor. The Vendor has been appointed by the Court as receiver and manager of the property, assets, and undertaking of 381. The Vendor has all necessary authority to enter into this Agreement and all other documents contemplated herein to which it is or will be a party, to perform its obligations hereunder and thereunder, to carry out the transactions contemplated hereby and thereby and to convey all right, title and interest of the Vendor and 381 in and to the Purchased Property as contemplated hereby;
- (b) Validity of the Agreement. This Agreement is duly and validly executed and delivered by the Vendor and constitutes a legal, valid and binding obligation of the Vendor, enforceable against it in accordance with the terms hereof;
- (c) No Other Agreements. Except for the Purchaser, no Person has or will have a written or oral agreement for the purchase from the Vendor of any of the Purchased Property;
- (d) No Act to Encumber. The Vendor has done no act to encumber the Purchased Property, other than charges in favour of the Vendor and its counsel pursuant to the May 25 Order, and which are to be discharged pursuant to the Sale Approval and Vesting Order, and has not leased or disposed of any portion of the Purchased Property; and
- (e) Residency. The Vendor is not, and as of the Closing Time the Vendor will not be, a non-resident of Canada within the meaning of Section 116 of the *Income Tax Act* (Canada).

Section 4.2 Representations and Warranties of the Purchaser. The Purchaser hereby represents and warrants to the Vendor as follows and acknowledges that the Vendor is relying on such representations and warranties in connection with the transactions contemplated by this Agreement:

- (a) Incorporation and Organization. The Purchaser is a corporation incorporated and existing under the laws of Manitoba. The Purchaser has the full corporate power and authority to enter into this Agreement and all other documents contemplated hereunder to which the Purchaser is or will be a party, to perform its obligations hereunder and thereunder and to carry out the transactions contemplated hereby and thereby;
- (b) Authorization. The entering into of this Agreement and all other documents contemplated hereunder to which the Purchaser is or will be a party and the

consummation of the transactions contemplated hereby and thereby have been duly authorized by all requisite corporate action; and

- (c) Validity of Agreement. This Agreement is duly and validly executed and delivered by the Purchaser and constitutes a legal, valid and binding obligation of the Purchaser, enforceable against it in accordance with the terms hereof.

Section 4.3 Survival. The representations, warranties and covenants contained in this ARTICLE 4 shall survive the Closing and the consummation of the transactions contemplated hereunder for a period on one year.

ARTICLE 5 CONDITIONS

Section 5.1 Condition for the Benefit of the Vendor and the Purchaser. Neither party shall be obligated to complete the transactions contemplated by this Agreement unless prior to the Closing Time the Vendor has obtained a sale approval and vesting order of the Court (the "**Sale Approval and Vesting Order**"), in substantially the form attached hereto as Schedule "F", and otherwise on such terms and conditions as are acceptable to the Vendor and the Purchaser, acting reasonably, approving this Agreement and providing for all of the right, title and interest of the Vendor and 381 in and to the Purchased Property to be vested in Purchaser, free and clear of all liens, charges, encumbrances, mortgages, security interests and claims of the Vendor and all other Persons with an interest or claim against the Purchased Property other than Permitted Encumbrances.

Section 5.2 Conditions for the Purchaser. The obligation of the Purchaser to complete the transactions contemplated by this Agreement is subject to fulfilment of each of the following conditions on or before the Closing Time, each of which is included for the exclusive benefit of the Purchaser and may be waived by the Purchaser in whole or in part:

- (a) Representations and Warranties. The representations and warranties of the Vendor shall be true and accurate in all material respects as at the Closing Time with the same force and effect as if made at and as of such time;
- (b) Fulfilment of Vendor's Covenants. All of the terms, covenants and conditions of this Agreement to be complied with or performed by the Vendor at or before the Closing Time shall have been complied with or performed in all material respects and the Vendor shall not be in material breach of any agreement or covenant on its part contained in this Agreement; and
- (c) No Material Damage. The Purchased Property shall at the Closing Time be in substantially the same condition and state of repair, as on August 18, 2023, free of any material damage.

Section 5.3 Conditions for the Vendor. The obligation of the Vendor to complete the transactions contemplated by this Agreement is subject to fulfilment of each of the following conditions on the date stated for fulfilment thereof, and if not so stated on or before the Closing Time, each of which is acknowledged to be for the exclusive benefit of the Vendor and may be waived by the Vendor in whole or in part:

- (a) Representations and Warranties. The representations and warranties of the

Purchaser shall be true and accurate in all material respects as at the Closing Time with the same force and effect as if made at and as of such time;

- (b) Fulfilment of Purchaser's Covenants. All the terms, covenants and conditions of this Agreement to be complied with or performed by the Purchaser at or before the Closing Time shall have been complied with or performed in all material respects and the Purchaser shall not be in material breach of any agreement or covenant on its part contained in this Agreement; and
- (c) Actions or Proceedings. No order shall have been issued and no action or proceeding shall have been commenced by any Person to enjoin, restrict or prohibit the purchase and sale of the Purchased Property contemplated hereby.

Section 5.4 Non-Satisfaction of Conditions. If any condition set out in this ARTICLE 5 is not satisfied or performed prior to the time specified therefor, the party for whose benefit the condition is inserted may:

- (a) in writing, waive compliance with the condition in whole or in part in its sole discretion by notice to the other party and without prejudice to any of its rights of termination in the event of non-fulfilment of any other condition in whole or in part; or
- (b) elect to terminate this Agreement, in which case neither party shall be under any further obligation to the other to complete the transactions of purchaser and sale contemplated by this Agreement, and the Deposit shall be paid and released as provided in Section 3.2 (b).

ARTICLE 6 CLOSING

Section 6.1 Time and Place of Closing. The Closing will take place by exchange of funds and documents on or before the Closing Time.

Section 6.2 Vendor's Deliveries on Closing. At or before the Closing Time, upon fulfilment by the Purchaser of all the conditions herein in favour of the Vendor which have not been waived in writing by the Vendor, the Vendor shall deliver the following, each of which shall be in form and substance satisfactory to the Purchaser, acting reasonably:

- (a) a Receiver's Certificate, together with a notarial or certified copy of the Sale Approval and Vesting Order;
- (b) the GST Election;
- (c) an assignment of the Leases to the Purchaser;
- (d) an assignment of the Assumed Contracts to the Purchaser;
- (e) a statutory declaration on behalf of the Vendor attesting that the Vendor is not a non-resident of Canada for the purposes of the *Income Tax Act* (Canada);
- (f) all keys and security codes to the Real Property in the possession of the Vendor; and

- (g) such further and other documentation as is referred to in this Agreement, or as the Purchaser may reasonably require to give effect to this Agreement.

Section 6.3 Purchaser's Deliveries on Closing. At or before the Closing Time, upon fulfilment by the Vendor of all the conditions herein in favour of the Purchaser which have not been waived by the Purchaser, the Purchaser shall execute and deliver the following, each of which shall be in form and substance satisfactory to the Vendor, acting reasonably:

- (a) a bank draft, solicitor's trust cheque or bank wire in the amount of [REDACTED];
- (b) an assignment of the Leases;
- (c) an assignment of the Assumed Contracts;
- (d) the GST Election; and
- (e) such further and other documentation as is referred to in this Agreement or as the Vendor may reasonably require to give effect to this Agreement.

Section 6.4 Insurance Matters. Any property, liability and other insurance maintained by the Vendor shall not be transferred as of the Closing Date, but shall remain the responsibility of the Vendor until the Closing Time. The Purchaser shall be responsible for placing its own property, liability and other insurance coverage with respect to the Purchased Property in respect of the period from and after the Closing Time.

Section 6.5 Purchaser's Acknowledgements. The Purchaser acknowledges and agrees that:

- (a) despite any other term or condition of this Agreement, no adjustments to the Purchase Price will be made in respect of Inventory levels, or for obsolete or non-saleable inventory;
- (b) the Vendor shall be under no obligation to obtain or to deliver to the Purchaser, either before or after the Closing Date:
 - (i) any third party consents to the assignment of the Leases or the Assumed Contracts; or
 - (ii) any bulk sales clearance certificates, including under *The Tax Administration and Miscellaneous Taxes Act* (Manitoba) or *The Workers Compensation Act* (Manitoba);
- (c) it shall be solely responsible for arranging for a transfer, or the acquisition, of all licences and permits necessary for the taking of possession of the Purchased Property, and the operation of the business;
- (d) it accepts all encroachments on and over the Lands; and
- (e) the Vendor shall not be responsible to discharge or pay any builder's liens or other account for labour or materials except those which have been supplied on its own credit.

ARTICLE 7 MISCELLANEOUS

Section 7.1 No Liability of Vendor. In matters pertaining to this Agreement, the Purchaser acknowledges that the Vendor is acting solely in its capacity as receiver and manager of the property, assets and undertaking of 381 and as such, its liability as a consequence of this Agreement or anything done by it pursuant hereto shall be in its capacity as receiver and manager only, and it shall have no personal liability.

Section 7.2 Expenses. Except as otherwise expressly provided herein, all costs and expenses (including the fees and disbursements of legal counsel, investment advisers and auditors) incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such expenses.

Section 7.3 Further Assurances. Each party covenants to do and cause all things to be done and execute and deliver all such documents as may be required in order to carry out the provisions of this Agreement.

Section 7.4 Waiver. Except as this Agreement may otherwise expressly provide, no party will be deemed to have waived the exercise of any of its rights under this Agreement unless such waiver is made in writing. No waiver made with respect to any instance involving the exercise of any right under this Agreement will be deemed to be a waiver with respect to any other instance or with respect to any other right.

Section 7.5 Notices.

(a) Every notice given pursuant to this Agreement must be given in writing, to the addresses listed below:

(i) if to the Purchaser:

235 Manitoba Road
Winkler, Manitoba
R6W 0J8

with a copy to Wiens Doell Law Office
564 Mountain Ave.
Winkler, MB R6W 4B2

Attention: Chris Doell
chris@wiensdoell.com

(ii) if to the Vendor:

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

Attention: Brent Warga
bwarga@deloitte.ca

with a copy to Pitblado LLP

2500-360 Main St.
Winnipeg, MB R3C 4H6

Attention: Catherine Howden
howden@pitblado.com

- (b) Notice will be sufficiently given only if:
- (i) served by personal delivery on the party to whom it is being given, or delivered via courier, in which case notice will be deemed to have been given on the date of delivery;
 - (ii) delivered or furnished by electronic communication, unless the party to whom it is being given has notified the sender that it is incapable of receiving notices by electronic communication. Electronic notices sent to an e-mail address will be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "**return receipt requested**" function, as available, return e-mail or other written acknowledgement), provided that if such notice or other communication is not sent during the normal business hours of the recipient, such notice or communication will be deemed to have been sent at the opening of business on the next Business Day for the recipient; or
 - (iii) mailed by prepaid registered mail (with acknowledgement of receipt requested) addressed to the party to whom it is being given, in which case notice will be deemed to have been given on the earlier of actual receipt and the third Business Day following the date of mailing.
- (c) Either party may change its address for the giving of notice by notice given to the other party.

Section 7.6 Enurement. This Agreement shall enure to the benefit of and be binding upon the parties and their successors and permitted assigns.

Section 7.7 No Assignment. Neither party shall be entitled to assign its rights and obligations under this Agreement to any other party.

Section 7.8 Time of Essence. Time shall be of the essence of this Agreement.

Section 7.9 Tender. Any tender of funds or documents may be made upon the parties or their respective solicitors.

Section 7.10 Counterparts. This Agreement may be executed in counterparts, whether in original or in electronic form, and each executed counterpart will be deemed to be an original and when read together will constitute one and the same instrument.

Section 7.11 Confidential Information. The Purchaser acknowledges that it may, in the course of the purchase transaction contemplated by this Agreement, gain knowledge of, or possession of, certain Confidential Information. The Purchaser covenants with the Vendor that it shall at all times retain such Confidential Information in strict confidence and will only disseminate, disclose or dispose of such Confidential Information to third parties as permitted, or as required by, Applicable Laws.

IN WITNESS WHEREOF this Agreement has been executed by the parties as of the date first above written.

PURCHASER:

RITE-WAY RENTALS AND RADIATORS LTD.

By:  _____
Name:
Title:

VENDOR:

DELOITTE RESTRUCTURING INC., in its capacity as Receiver and Manager of the property, assets and undertaking of 3816410 Manitoba Ltd., and not in its personal capacity.

By: _____
Name:
Title:

Section 7.11 Confidential Information. The Purchaser acknowledges that it may, in the course of the purchase transaction contemplated by this Agreement, gain knowledge of, or possession of, certain Confidential Information. The Purchaser covenants with the Vendor that it shall at all times retain such Confidential Information in strict confidence and will only disseminate, disclose or dispose of such Confidential Information to third parties as permitted, or as required by, Applicable Laws.

IN WITNESS WHEREOF this Agreement has been executed by the parties as of the date first above written.

PURCHASER:

RITE-WAY RENTALS AND RADIATORS LTD.

By: _____
Name:
Title:

VENDOR:

DELOITTE RESTRUCTURING INC., in its capacity as Receiver and Manager of the property, assets and undertaking of 3816410 Manitoba Ltd., and not in its personal capacity.

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

**SCHEDULE "A"
LANDS**

Title No. 1872413/4

LOT 1 BLOCK 2 PLAN 37465 MLTO
IN S 1/2 3-3-4 WPM
EXCEPTING - DRAIN PLAN 40578 MLTO

Title No. 1872414/4

LOT 2 BLOCK 2 PLAN 37465 MLTO
IN S 1/2 3-3-4 WPM
EXCEPTING - DRAIN PLAN 40578 MLTO

SCHEDULE "B"
PERMITTED ENCUMBRANCES

- (1) Encroachments disclosed by and any errors or omissions in existing surveys of the Real Property which do not materially impair the present use of the Property and any encroachments, easements, title defects, discrepancies in title or possession, adverse claims, irregularities rights of way or other matters which may be disclosed by an up to date plan of survey of the Property;
- (2) Inchoate liens for unpaid taxes, local improvement rates or utilities;
- (3) Inchoate liens incidental to any construction on or ongoing repairs or maintenance to the Purchased Property;
- (4) Exceptions and qualifications set forth in *The Real Property Act* (Manitoba) or other applicable legislation;
- (5) Rights of the Crown;
- (6) All development, subdivision and site plan agreements, provided that the same are complied with insofar as they affect or relate to the Real Property; and
- (7) The following registrations against title to the Real Property:
 - (a) Caveat 1016911/4 in favour of TOWN OF WINKLER
 - (b) Caveat 1027254/4 in favour of MANITOBA HYDRO-ELECTRIC BOARD & MTS COMMUNICATIONS INC.

**SCHEDULE "C"
LEASES**

None.

SCHEDULE "D"
ASSUMED CONTRACTS

None.

SCHEDULE "E"
ALLOCATION OF PURCHASE PRICE

Land [REDACTED]

Building [REDACTED].

Inventory [REDACTED]

Chattels

Goodwill

SCHEDULE "F"
SALE APPROVAL AND VESTING ORDER

SCHEDULE "A"

File No. CI 23-01-41060

THE KING'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 KING'S BENCH ACT*, C.C.S.M. c. C280

BETWEEN:

BANK OF MONTREAL,

Applicant,

- and -

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

Respondent.

SALE APPROVAL, VESTING, DISTRIBUTION AND DISCHARGE ORDER

PITBLADO LLP

Barristers and Solicitors
2500, 360 Main Street
Winnipeg, MB R3C 4H6

Catherine E. Howden / Madison Laval

Telephone: (204) 956-3532
Facsimile: (204) 957-0227
Email: howden@pitblado.com

(File No. 25810/7)

THE KING'S BENCH
Winnipeg Centre

THE HONOURABLE) Tuesday the 3rd day of October, 2023
)
MR. JUSTICE CHARTIER)

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 *KING'S BENCH ACT*, C.C.S.M. c. C280

BETWEEN:

BANK OF MONTREAL,

Applicant,

- and -

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

Respondent.

SALE APPROVAL, VESTING, DISTRIBUTION AND DISCHARGE ORDER

THIS MOTION made by Deloitte Restructuring, Inc., in its capacity as receiver and manager (the "**Receiver**") of all the assets, undertakings and properties of 3816410 Manitoba Ltd. o/a Berg's Trailers & Prep and Paint (the "**Debtor**") for, *inter alia*, an Order approving the sale transaction (the "**Transaction**") contemplated by the asset purchase agreement dated September 25, 2023 (the "**Sale Agreement**") between the Receiver and Rite-Way Rentals and Radiators Ltd. (the "**Purchaser**"), as referenced in the First Report of the Receiver dated September 26, 2023 (the "**First Report**"), and vesting in the Purchaser of all the Debtor's right, title and interest to the assets described in the Sale Agreement (the "**Purchased Assets**") and other ancillary relief, was heard this day at the Law Courts Complex, 408 York Avenue, Winnipeg, Manitoba.

ON READING the First Report, the Confidential Supplement to the First Report of the Receiver dated September 26, 2023 (the "**Confidential Supplement**"), the Affidavit of Mathan Kumar sworn May 18, 2023, and on hearing the submissions of counsel for the Receiver and the Applicant, no one appearing for any other person on the Service List, although properly served as appears from the Affidavit of Service of Chantale DeBlois sworn September ____, 2023;

1. THIS COURT ORDERS that time for service of the Notice of Motion and the supporting materials is hereby abridged and validated such 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 execution 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 Purchased Assets to the Purchaser.
3. THIS COURT ORDERS AND DECLARES that, upon the delivery of a Receiver's Certificate to the Purchaser substantially in the form attached as Schedule "A" hereto (the "**Receiver's Certificate**"), all of the Debtor's right, title and interest in and to the Purchased Assets 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) hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively the "**Claims**"), including, without limiting the generality of the foregoing:

- a. any encumbrances or charges created by the Order of the Honourable Mr. Justice Edmond dated May 25, 2023 (the "**Receivership Order**"); and
- b. 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
- c. those Claims listed on Schedule "C" hereto;

all of which are collectively referred to as the "**Encumbrances**", which term shall not include the permitted encumbrances, easements and restrictive covenants listed in Schedule "D" hereto (the "**Permitted Encumbrances**"), and for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

4. THIS COURT ORDERS that upon registration in the Morden Land Titles Office ("**MLTO**") of a Transmission in the form prescribed by *The Real Property Act* (Manitoba) duly executed by the Purchaser, and accompanied by a certified true copy of this Order, title to the real property identified in Schedule "B" hereto (the "**Real Property**") shall vest in the Purchaser and the District Registrar is hereby directed to expunge from title all of the Encumbrances listed in Schedule "C" hereto.
5. THIS COURT ORDERS that this Order shall be accepted by the District Registrar notwithstanding that the appeal period in respect of this Order has not elapsed, which appeal period be and is hereby expressly waived.

6. 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 Purchased Assets (the "**Net Proceeds**") shall stand in the place and stead of the Purchased Assets, and that from and after the delivery of the Receiver's Certificate, all Claims and Encumbrances shall attach to the Net Proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.
7. THIS COURT ORDERS that, pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act of Canada* and Section 20 of the *Personal Information Protection Act of Manitoba*, the Receiver is hereby authorized and permitted to disclose and transfer to the Purchaser all human resources and payroll information maintained by the Debtor with respect to former employees of the Debtor. The Purchaser shall maintain and protect the privacy of such information and shall be entitled only to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by the Debtor.
8. THIS COURT ORDERS AND DIRECTS the Receiver to file with the Court a copy of the Receiver's Certificate, forthwith after delivery thereof to the Purchaser;
9. 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 the Debtor and any bankruptcy order issued pursuant to any such applications; and

c. any assignment in bankruptcy made in respect of the Debtor;

the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on any licensed insolvency trustee that may be appointed in respect of the Debtor and shall not be void or voidable by creditors of the Debtor, nor shall it constitute nor be deemed a 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, or shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

10. THIS COURT ORDERS that the Confidential Supplement shall be sealed, kept confidential and shall not form part of the public record, and shall remain in a sealed envelope and/or be stored electronically with this Court on an encrypted basis, limiting access only to the Registrar of this Court and the Presiding Judge, except:

a. by further Order of this Court;

b. upon the date on which the Receiver files with the Court a written notice certifying that the Sale Agreement has closed to the satisfaction of the Receiver;

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

11. THIS COURT ORDERS that following the closing of the Transaction, subject to retention of a residual holdback on account of the estimated fees and disbursements of the Receiver and its legal counsel (the "**Receiver's Holdback**") as described in paragraph 44 of the First Report, the Receiver is hereby authorized and directed to make a distribution to

creditors of the Debtor in accordance with the proposed distribution as set out in paragraph 44 of the First Report, as follows:

- a. to the City of Winkler Property Tax Claim in the amount of \$53,850.68;
 - b. to CRA Source Deduction Property Claim in the amount of \$690,494.14;
 - c. to WEPP Priority Claim in the amount of \$54,817.81; and
 - d. the balance of the Net Proceeds to BMO up to the value of the BMO indebtedness.
12. THIS COURT APPROVES the First Report, the Confidential Supplement and the activities of the Receiver and its counsel described therein, including the Receiver's Statement of Receipts and Disbursements and the accounts, fees and estimated fees and disbursements of the Receiver and its counsel as reflected in the First Report, without the necessity of a formal passing of accounts;
13. THIS COURT ORDERS that upon the Receiver filing with this Court a Discharge Certificate substantially in the form attached as Schedule "E" hereto (the "**Discharge Certificate**"), certifying that it has completed the distribution as authorized by this Court pursuant to paragraph 11 of this Order, and certifying that the Receiver has completed the administration of the receivership herein, the Receiver shall be discharged as the Receiver of the assets, undertakings and properties of the Debtor, provided, however that notwithstanding its discharge herein (a) the Receiver shall remain the Receiver for the performance of such incidental duties as may be required, and (b) the Receiver shall continue to have the benefit of the provisions of all Orders made in this proceeding, including all approvals, protections and stays of proceeding in favour of the Receiver in its capacity as Receiver herein.

14. THIS COURT ORDERS AND DECLARES that upon the filing of the Discharge Certificate as referenced in paragraph 13 of this Order, the Receiver is hereby released and discharged from any and all liability that the Receiver now has or may hereafter have by reason of, or in any way arising out of, the acts or omissions of the Receiver while acting in its capacity as Receiver herein, save and except from any gross negligence or wilful misconduct on the Receiver's part. Without limiting the generality of the foregoing, the Receiver is hereby forever released and discharged from any and all liability relating to matters that were raised, or which could have been raised, in the within receivership proceedings, save and except for any gross negligence or wilful misconduct on the Receiver's part.
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 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.
16. THIS COURT ORDERS that this Order shall be served by email to all parties on the Service List, and any other party who appeared at the hearing of this motion, and further service is hereby dispensed with.

October , 2023

Justice Chartier

SCHEDULE "A"
FORM OF RECEIVER'S CERTIFICATE

THE KING'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 KING'S BENCH ACT, C.C.S.M. c. C280

BETWEEN:

BANK OF MONTREAL,

Applicant,

- and -

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

Respondent.

RECEIVER'S CERTIFICATE

RECITALS:

- A. Pursuant to the Order of the Honourable Mr. Justice Edmond of the Manitoba Court of King's Bench (the "**Court**") dated May 25, 2023, Deloitte Restructuring, Inc. was appointed as the receiver (the "**Receiver**") of the undertaking, property and assets of 3816410 Manitoba Ltd. o/a Berg's Trailers & Prep and Paint (the "**Debtor**").
- B. Pursuant to an Order of the Court dated October 3, 2023, the Court approved the Agreement of Purchase and Sale made as of September 25, 2023 (the "**Sale Agreement**") between the Receiver and Rite-Way Rentals and Radiators Ltd. (the "**Purchaser**") as described in the First Report of the Receiver dated September 26, 2023 and provided for the vesting in the Purchaser of the Debtor's right, title and interest in and

to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets 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 Purchased Assets;
- 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 ____ day of _____, 2023.

DELOITTE RESTRUCTURING, INC. in its capacity as Receiver, and not in its personal capacity

Per: _____
Brent Warga, Senior Vice-President

SCHEDULE "B"
DESCRIPTION OF REAL PROPERTY

Title No. 1872413/4

Lot 1 Block 2 Plan 37465 MLTO
In S ½ 3-3-4 WPM
Excepting - Drain Plan 40578 MLTO

Title No. 1872414/4

Lot 2 Block 2 Plan 37465 MLTO
In S ½ 3-3-4 WPM
Excepting - Drain Plan 40578 MLTO

SCHEDULE "C"
ENCUMBRANCES TO BE EXPUNGED

Mortgage No. 1249795/9 in favour of Bank of Montreal

PPSN No. 1249796/9 in favour of Bank of Montreal

Certificate of Judgment No. 1283287/4 in favour of Innovative Doors (2006) Ltd. and
Estate of John Fehr

SCHEDULE "D"
PERMITTED ENCUMBRANCES

Caveat No. 1016911/4 in favour of Town of Winkler

Caveat No. 1027254/4 in favour of Manitoba Hydro - Electric Board and MTS
Communications Inc.

SCHEDULE "E"

File No. CI 23-01-41060

**THE KING'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 KING'S BENCH ACT, C.C.S.M. c. C280

BETWEEN:

BANK OF MONTREAL,

Applicant,

- and -

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

Respondent.

DISCHARGE CERTIFICATE

RECITALS:

A. Pursuant to an Order of the Honourable Mr. Justice Edmond of the Manitoba Court of King's Bench (the "**Court**") dated May 25, 2023, Deloitte Restructuring Inc. was appointed as the receiver (the "**Receiver**") of all of the assets, undertakings and properties of the Respondent.

B. Pursuant to an Order of the Court dated October 3, 2023 (the "**Sale Approval, Vesting, Distribution and Discharge Order**"), the Court ordered that upon the Receiver filing with this Court a certificate certifying that it has completed the distribution as authorized by the Court pursuant to the said Sale Approval, Vesting, Distribution and Discharge Order, and certifying that the Receiver has completed the administration of the receivership herein, the Receiver shall be discharged as the Receiver of the assets, undertakings and properties of the Respondent.

THE RECEIVER CERTIFIES the following:

1. The Receiver has completed the distribution as authorized by the Court pursuant to paragraph 11 of the Sale Approval, Vesting, Distribution and Discharge Order;
2. The Receiver has completed the administration of the receivership herein;
3. This Certificate was delivered by the Receiver at the City of Winnipeg, in Manitoba, on the _____ day of _____, 2023.

DELOITTE RESTRUCTURING, INC. in its capacity as Receiver, and not in its personal capacity

Per: _____

Brent Warga, Senior Vice-President

Appendix E – Fees and Disbursements of the Receiver

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

SUMMARY OF RECEIVER FEES AND DISBURSEMENTS

Date	Invoice #	Fees	Disbursements	GST	Total	Hours
3-Jul-23	8003744146	\$ 79,163	\$ 1,100	\$ 4,013	\$ 84,275	207.3
19-Sep-23	8003957311	64,138	1,101	3,262	68,501	156.4
Total		\$ 143,300	\$ 2,201	\$ 7,275	\$ 152,776	363.7



Invoice 8003744146

Deloitte Restructuring Inc.

360 Main St
Suite 2300
Winnipeg MB R3C 3Z3

ATTN: Mathan Kumar
BMO Financial Group
S.A.M.U., Western Canada, Winnipeg Main Branch
201 Portage Ave. 16th Floor
Winnipeg MB R3B 3K6
Canada

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

Date: July 03, 2023
Client No.: 1140625
WBS#: BAN05793
Engagement Partner: Brent Warga

GST/HST Registration: 12289 3605 RT0001
QST Registration: 1000870419TQ0002

For professional services rendered

Fees

In accordance with the Court Appointed Receivership proceedings of 3816410 Manitoba Ltd. (o/a Berg's Trailers & Prep and Paint) for the period May 25, 2023 to June 25, 2023:

B. Warga - Partner (44.3 hrs): 23,257.50
D. Crocker - Partner (0.2 hrs): 105.00
J. Fritz - Senior Manager (90.9 hrs): 36,360.00
T. Dew - Senior Associate (70.0 hrs): 19,250.00
R. Florea - Technician (0.3 hrs): 30.00
L. Conorton - Technician (1.6 hrs): 160.00

Total (207.3 hrs) 79,162.50

GST applicable 79,162.50

Expense

Mail Redirection 265.09
Travel 834.78

GST applicable 1,099.87

Sales Tax

GST at 5.00 % 4,013.12

Total Amount Due (CAD) 84,275.49

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.

**3816410 MANITOBA L.T.D. (O/A BERG'S TRAILERS & PREP AND PAINT)
RECEIVERSHIP TIME SUMMARY
INVOICE NO: 8003744146**

Date	Name	Hours	Total	Description
5/25/2023	Dew, Todd	0.8	220.00	Mail re-direction.
5/25/2023	Fritz, John	5.5	2,200.00	Attendance at Berg's and initial Receivership appointment processes including asset review, management and staff meetings, and information requests.
5/25/2023	Warga, Brent	8.2	4,305.00	Attendance at Court hearing; travel to/from Winkler; asset possession and various file related matters.
5/26/2023	Conorton, Laura	0.5	50.00	Creating new insolvency website.
5/26/2023	Dew, Todd	4.5	1,237.50	Notify utility companies; trust accounting; open file in Ascend; WEPP filing spreadsheet; other receivership matters.
5/26/2023	Fritz, John	8.4	3,360.00	Attendance at Berg's; compilation of data for statutory filings; asset matters; co-ordination of third party goods; creditor enquiries.
5/26/2023	Warga, Brent	2.2	1,155.00	Website postings; discussions with J. Fritz re: file matters; correspondence with Red River Group; correspondence with BMO re: file status.
5/27/2023	Fritz, John	1.1	440.00	Insurance matters.
5/29/2023	Dew, Todd	1.5	412.50	Berg's Receivership WEPP; creditor listing; utilities calls.
5/29/2023	Fritz, John	8.6	3,440.00	Direction to retained staff; creditor enquiries; asset matters (third party, offsite, and removed items); insurance calls; valuation and appraisal logistics; interested party enquiries; employee and statutory notice matters.
5/29/2023	Warga, Brent	3.2	1,680.00	Drafting of Notice and Statement of the Receiver; review of creditor list; call with T. Dew re: statutory file matters; call with J. Fritz re: missing assets and on-site matters; e-mail correspondence with Red River re: appraisal; calls with BMO/MLT Aikins.
5/30/2023	Conorton, Laura	0.7	70.00	Account opening documentation and discuss with TD and BMO contact.
5/30/2023	Dew, Todd	4.0	1,100.00	Berg's Receivership WEPP; creditor listing and utilities; trust accounting.
5/30/2023	Fritz, John	7.5	3,000.00	Onsite attendance; creditor, employee, insurance (meeting with broker and inspector), appraisal (meeting with appraiser), asset preservation, and customer matters.
5/30/2023	Warga, Brent	2.1	1,102.50	Review and execution of Red River engagement letter; banking matters with T. Dew; various discussions with J. Fritz re: file matters.
5/31/2023	Conorton, Laura	0.2	20.00	Reviewing trust banking documents and discuss with Todd Dew.
5/31/2023	Dew, Todd	5.0	1,375.00	WEPP spreadsheet; emails to MB Hydro; BMO new account emails; updates to creditor list; format Appendix A for Form 87.
5/31/2023	Fritz, John	7.7	3,080.00	Attendance at Berg's; former accountant information requests; compilation of data for statutory mailings and asset recovery; co-ordinate building maintenance and asset security; creditor and interested party enquiries.
5/31/2023	Warga, Brent	1.8	945.00	Finalization of Notice and Statement of the Receiver; updates to creditor listing; call with J. Fritz re: file matters.
6/1/2023	Dew, Todd	4.0	1,100.00	WEPP updates; deemed trust calculation; prepare mailing labels and addresses; telephone call with creditor; review CRA GST returns and payroll remittances; telephone call to CRA re: GST and source deduction remittances.
6/1/2023	Fritz, John	5.5	2,200.00	Statutory Notice matters; A/R; creditor enquiries; third party goods; asset security correspondence; insurance matters.
6/1/2023	Warga, Brent	3.2	1,680.00	Calls with M. Kumar re: missing assets, additional land, and insurance; call with MLT Aikins; finalization of Notice and Statement of the Receiver; calls with interested parties; creditor e-mail correspondence; direction to T. Dew; calls with J. Fritz.
6/1/2023	Crocker, Darren	0.2	105.00	QAR Notice and Statement of Receiver.
6/2/2023	Florea, Ramona	0.3	30.00	Website updates.
6/2/2023	Dew, Todd	4.0	1,100.00	Emails and phone calls with Chubb monitoring; coordinate mailing to creditors; emails to service list and principal with Notice of Receiver; fax Notice to CRA and OSB; review WEPP claims; email to MPIC re: vehicles; affidavits of mailing.
6/2/2023	Fritz, John	5.9	2,360.00	Insurance, ongoing maintenance, creditor, statutory notice, and receivables matters.
6/2/2023	Warga, Brent	1.2	630.00	Various file and banking matters; call with interested parties.
6/5/2023	Dew, Todd	3.0	825.00	Updates to T4 spreadsheet; emails to Berg re: employee information; update WEPP; discussion with Chubb re: monitoring; trust accounting.
6/5/2023	Fritz, John	3.6	1,440.00	MPI correspondence; creditor enquiries; interested party matters; pending sale enquiries and correspondence; A/R notice compilation.
6/5/2023	Warga, Brent	1.1	577.50	Review of various e-mail correspondence re: file matters (equipment, interested parties, etc.).
6/6/2023	Dew, Todd	5.0	1,375.00	T4 spreadsheet updates; emails to Berg re: employee information; update WEPP; discussions with Chubb; trust accounting.
6/6/2023	Fritz, John	3.5	1,400.00	Compilation of receivables data; CRA matters; asset valuation and maintenance; creditor enquiries; interested party enquiries.
6/6/2023	Warga, Brent	0.7	367.50	Review of various e-mail correspondence re: file matters; banking matters.
6/7/2023	Dew, Todd	5.0	1,375.00	Coordinate mailing of WEPP, ROE's and T4's; T4 Summary; review CRA audit correspondence; enter WEPP claims; trust accounting.
6/7/2023	Fritz, John	1.0	400.00	Direction to T. Dew re: WEPPA, building maintenance, former employee and asset matters.
6/7/2023	Warga, Brent	0.3	157.50	Banking matters; review of e-mail correspondence re: file matters.
6/8/2023	Dew, Todd	5.0	1,375.00	Attend premises; walk through of building and yard; attend 2nd property; pull company electronic and physical records for CRA audit; scan AR invoices and statements; transport physical records to Winnipeg Deloitte office.
6/8/2023	Fritz, John	5.0	2,000.00	Attendance at Berg's facility; CRA audit, appraisal, asset status, and pending sale matters; addressing creditor enquiries and third-party claims.
6/8/2023	Warga, Brent	2.1	1,102.50	E-mail correspondence with J. Fritz re: file matters; e-mail correspondence with BMO re: USD receipt and Notice and Statement of the Receiver; review of various e-mail correspondence from creditors.
6/9/2023	Conorton, Laura	0.2	20.00	Trust accounting.
6/9/2023	Dew, Todd	1.0	275.00	Phone calls and emails re: layup insurance; trust accounting; upload AR invoices and statements.
6/9/2023	Fritz, John	4.5	1,800.00	Compilation of accounts receivable information; creditor and former customer enquiries; discussion and correspondence with former principal.
6/9/2023	Warga, Brent	1.3	682.50	Review of various e-mail correspondence re: file matters; call with J. Fritz re: file matters; signing of cheques.
6/10/2023	Fritz, John	2.5	1,000.00	Compilation of A/R and credit A/P correspondence and supporting documentation.
6/12/2023	Dew, Todd	4.0	1,100.00	Phone calls from employees re: WEPP claims; mailing AR letters, statements and invoices; trust accounting.
6/12/2023	Fritz, John	3.0	1,200.00	Creditor enquiries; A/R matters; building maintenance and insurance items; demand rejection correspondence.
6/12/2023	Warga, Brent	1.7	892.50	Call with T. Dew re: file matters; review of various e-mail correspondence re: file matters (WEPP, A/R, and SISP); signing of cheques.
6/13/2023	Dew, Todd	3.0	825.00	WEPP and A/R matters; trust accounting.
6/13/2023	Fritz, John	2.5	1,000.00	Asset matters; police report; correspondence with former ownership and staff; creditor enquiries; third-party goods; direction to T. Dew.
6/13/2023	Warga, Brent	1.2	630.00	Discussion with J. Fritz re: file matters and SISP; review of various e-mail correspondence re: file matters.
6/14/2023	Dew, Todd	4.0	1,100.00	Enter WEPP claims with Service Canada; update Service Canada WEPP claims with proof of claim notification; update T4's for 2023; trust accounting.
6/14/2023	Fritz, John	2.8	1,120.00	Sales process items; third party goods; A/R; creditor enquiries.
6/14/2023	Warga, Brent	1.8	945.00	Call with interested party; discussion of file matters and on-site attendance with J. Fritz; review of various email correspondence re: file matters.

**3816410 MANITOBA LTD. (O/A BERG'S TRAILERS & PREP AND PAINT)
RECEIVERSHIP TIME SUMMARY
INVOICE NO: 8003744146**

Date	Name	Hours	Total	Description
6/15/2023	Dew, Todd	4.0	1,100.00	Trust accounting; meet with CRA for Payroll and GST audit; phone calls from employees and creditors.
6/15/2023	Fritz, John	7.4	2,960.00	Attendance onsite at locations; 3rd party goods co-ordination; asset security matters; receivables collection; completion of pending sales; sales package matters.
6/15/2023	Warga, Brent	1.8	945.00	Call with J. Fritz re: on-site file matters; banking matters; signing of cheques; review of various email correspondence re: inventory and A/R matters.
6/16/2023	Dew, Todd	2.5	687.50	File outstanding GST returns; upload documents to CRA; telephone calls and emails from creditors; trust accounting; open new utility accounts.
6/16/2023	Fritz, John	2.4	960.00	Drafting sales process materials; call and correspondence with former management; asset maintenance and relocation matters; creditor and receivables enquiries; direction to T. Dew.
6/16/2023	Warga, Brent	0.7	367.50	Review of e-mail correspondence re: file matters; drafting of SISP.
6/19/2023	Dew, Todd	1.2	330.00	AR emails and phone calls; discussions with employees re: WEPP claims.
6/19/2023	Warga, Brent	2.4	1,260.00	Drafting of sales and information package.
6/20/2023	Dew, Todd	3.0	825.00	AR phone calls and emails; input WEPP proofs of claim; open RT0002 GST account.
6/20/2023	Fritz, John	2.5	1,000.00	WIP, sales package, creditor enquiries, direction to T. Dew.
6/20/2023	Warga, Brent	2.1	1,102.50	Call with T. Dew re: file matters; e-mail correspondence to/from Red River; e-mail correspondence to/from creditors and parties in possession of Berg's assets; updates to sales package.
6/21/2023	Dew, Todd	2.0	550.00	AR phone calls and emails; WEPP updates; employee phone calls; trust accounting; utility account emails.
6/21/2023	Warga, Brent	2.5	1,312.50	Drafting of sales package; email correspondence with BMO re: unsolicited offers; call with interested party; trust accounting matters.
6/22/2023	Dew, Todd	2.0	550.00	AR phone calls and emails; WEPP updates; trust accounting.
6/22/2023	Warga, Brent	2.2	1,155.00	Call with BMO and counsels re: unsolicited offers; various e-mail correspondence to/from J. Fritz re: file matters; e-mail correspondence to/from BMO re: CRA debt; call with interested party.
6/23/2023	Dew, Todd	1.5	412.50	AR phone calls and emails; WEPP updates; trust accounting.
6/23/2023	Warga, Brent	0.5	262.50	Call with T. Dew re: file matters and A/R.
Total		207.3	\$ 79,162.50	



Invoice 8003957311

**Deloitte
Restructuring Inc.**

360 Main St
Suite 2300
Winnipeg MB R3C 3Z3

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

ATTN: Mathan Kumar
BMO Financial Group
S.A.M.U., Western Canada, Winnipeg Main Branch
201 Portage Ave. 16th Floor
Winnipeg MB R3B 3K6
Canada

Date: September 19, 2023
Client No.: 1140625
WBS#: BAN05793
Engagement Partner: Brent Warga

GST/HST Registration: 12289 3605 RT0001
QST Registration: 1000870419 TQ0002

For professional services rendered

Fees

In accordance with the Court Appointed Receivership proceedings of 3816410 Manitoba Ltd. (o/a Berg's Trailers & Prep and Paint) for the period June 26, 2023 to September 17, 2023:

B. Warga - Partner (49.7 hrs): 26,092.50
D. Crocker - Partner (0.5 hrs): 262.50
J. Fritz - Senior Manager (70.3 hrs): 28,120.00
T. Dew - Senior Associate (34.7 hrs): 9,542.50
L. Conorton - Technician (1.2 hrs): 120.00

Total (156.4 hrs.) 64,137.50

GST applicable 64,137.50

Expense

Courier/Postage 80.77
Travel 1,020.61

GST applicable 1,101.38

Sales Tax

GST at 5.00 % 3,261.94

Total Amount Due (CAD) 68,500.82

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.

**3816410 MANITOBA LTD. (O/A BERG'S TRAILERS & PREP AND PAINT)
RECEIVERSHIP TIME SUMMARY
INVOICE NO: 8003957311**

Date	Name	Hours	Total	Description
6/26/2023	Fritz, John	2.5	\$ 1,000.00	Creditor enquiries; a/r correspondence; offsite assets correspondence.
6/26/2023	Warga, Brent	2.4	1,260.00	Call with M. Kumar re: unsolicited offer; review and responding to various e-mail correspondence re: file matters; call with creditor; e-mail correspondence with interested party.
6/27/2023	Fritz, John	1.6	640.00	Asset matters; creditor enquiries; receivables correspondence.
6/27/2023	Warga, Brent	1.4	735.00	Review of various e-mail correspondence re: file matters; correspondence to/from Pitblado.
6/28/2023	Warga, Brent	0.3	157.50	Preparation of R&D.
6/29/2023	Dew, Todd	1.0	275.00	Prepared outgoing cheques; received, entered, and updated file regarding proof of claims received and WEPP payments paid to employees.
6/29/2023	Fritz, John	1.0	400.00	Creditor enquiries; interested parties correspondence; building maintenance items.
6/29/2023	Warga, Brent	1.2	630.00	Review and responding to various e-mail correspondence re: file matters and interested parties; signing of cheques.
6/30/2023	Fritz, John	3.0	1,200.00	A/R correspondence; creditor enquiries and correspondence.
6/30/2023	Warga, Brent	1.5	787.50	E-mail correspondence re: third party assets; e-mail correspondence to M. Kumar re: interested parties.
7/4/2023	Fritz, John	3.3	1,320.00	Call with primary secured creditor and counsel re: realization process; update Sales Package; creditor enquiries; a/r items; estimated NRV analysis.
7/4/2023	Warga, Brent	2.4	1,260.00	Call with BMO and MLT Aikins re: unsolicited offers; drafting of R&D and Draft Statement of Estimated Realizations; call with interested party.
7/5/2023	Fritz, John	2.2	880.00	Call with counsel re: receivership matters; review of security opinion and correspondence with counsel; creditor enquiries; a/r items; T. Dew correspondence re: insurance matters.
7/5/2023	Warga, Brent	2.1	1,102.50	Call with counsel re: file matters; call with BMO re: file matters; e-mail correspondence to/from interested parties; review of various e-mail correspondence re: file matters.
7/5/2023	Crocker, Darren	0.5	262.50	QAR Sales and Information Package.
7/6/2023	Dew, Todd	3.0	825.00	Employee WEPP phone calls; a/r collection phone calls and emails; phone call from WEPP; obtain insurance quotes on vehicles; phone calls and emails with Westland Insurance re: layup insurance.
7/6/2023	Fritz, John	1.5	600.00	Interested parties correspondence and compilation; T. Dew direction re: insurance and a/r.
7/6/2023	Warga, Brent	1.7	892.50	Review of various e-mail correspondence re: file matters; e-mail correspondence to interested parties.
7/7/2023	Fritz, John	2.4	960.00	Correspondence with counsel re: asset items; finalize and circulate Sales Package; interested parties compilation.
7/7/2023	Warga, Brent	0.6	315.00	Review of various e-mail correspondence re: file matters.
7/10/2023	Dew, Todd	2.0	550.00	A/R phone calls and emails.
7/10/2023	Fritz, John	2.1	840.00	Interested party enquiries; Sales Process matters including identifying contacts for sales and information package.
7/10/2023	Warga, Brent	0.6	315.00	E-mail correspondence with J. Fritz re: file matters.
7/11/2023	Dew, Todd	3.0	825.00	Telephone calls and emails with employees re: WEPP; telephone call and review of WEPP filings with Service Canada; telephone calls to interested parties re: sales package.
7/11/2023	Fritz, John	3.0	1,200.00	Contacting interested parties; leased location call; direction to T. Dew; Sales Package correspondence with counsel.
7/11/2023	Warga, Brent	1.2	630.00	Review of sales package; review of various e-mail correspondence; e-mail correspondence with BMO.
7/12/2023	Conorton, Laura	0.4	40.00	Trust accounting.
7/12/2023	Fritz, John	2.9	1,160.00	A/R correspondence; interested parties calls; update discussion with primary secured creditor.
7/12/2023	Warga, Brent	0.6	315.00	Call with BMO re: file matters; discussion of file matters with J. Fritz.
7/13/2023	Dew, Todd	2.0	550.00	Telephone calls to interested parties re: sales package.
7/13/2023	Fritz, John	2.0	800.00	Correspondence with counsel re: sales process; pending sale correspondence; interested parties calls.
7/13/2023	Warga, Brent	0.5	262.50	Review of various e-mail correspondence re: file matters.
7/14/2023	Dew, Todd	2.0	550.00	Phone calls to interested parties; prepare and send email with sales package to interested parties.
7/14/2023	Fritz, John	2.9	1,160.00	Sales process matters; direction to T. Dew; interested parties correspondence; advertisement coordination.
7/14/2023	Warga, Brent	0.8	420.00	Review of various e-mail correspondence re: file matters; review and finalization of sales package; call with J. Fritz re: file matters.
7/17/2023	Conorton, Laura	0.1	10.00	Website update.
7/17/2023	Dew, Todd	1.0	275.00	Phone calls and emails re: appointments for viewing of the assets; MB PST emails.
7/17/2023	Warga, Brent	0.5	262.50	Review of e-mail correspondence re: Berg's; direction to T. Dew re: file matters.
7/18/2023	Dew, Todd	2.0	550.00	Travel to Winkler; meet with interested parties; release 3rd party goods.
7/18/2023	Warga, Brent	0.6	315.00	Call with T. Dew re: site visits and file matters (CRA notices).
7/19/2023	Dew, Todd	1.0	275.00	Phone calls and emails re: appointments for viewing of the assets.
7/19/2023	Fritz, John	0.3	120.00	Sales process; direction to T. Dew.
7/19/2023	Warga, Brent	0.5	262.50	Review of various e-mail correspondence re: file matters; review CRA assessment reconciliation.
7/20/2023	Dew, Todd	1.0	275.00	Phone calls and emails re: appointments for viewing of the assets.
7/20/2023	Fritz, John	0.6	240.00	Sales process correspondence to interested parties; T. Dew direction re: third-party goods.
7/20/2023	Warga, Brent	0.3	157.50	Review and approval of cheques.
7/21/2023	Warga, Brent	0.3	157.50	Review of various e-mail correspondence re: file matters.
7/24/2023	Conorton, Laura	0.1	10.00	Website update.
7/24/2023	Fritz, John	1.1	440.00	Sales process matters; direction to T. Dew; correspondence to principal re: outstanding information requests; creditor correspondence.
7/25/2023	Dew, Todd	3.0	825.00	Meet with interested parties on site in Winkler.
7/25/2023	Fritz, John	1.2	480.00	Call with counsel re: security opinion; interested party enquiries; creditor correspondence.
7/25/2023	Warga, Brent	0.6	315.00	Review of e-mail correspondence re: file matters; attending office to sign disbursement cheques.
7/26/2023	Dew, Todd	3.0	825.00	Meet with interested parties on site in Winkler.
7/26/2023	Fritz, John	1.9	760.00	Sales process matters; correspondence to primary secured creditor; other secured creditor correspondence; follow-up to former principal re: outstanding information requests; direction to T. Dew.
7/27/2023	Fritz, John	1.2	480.00	Sales process matters; call with T. Dew re: claims and sales process; creditor correspondence; WEPPA matters.
7/27/2023	Warga, Brent	0.3	157.50	Review of various e-mail correspondence re: file matters.
7/28/2023	Dew, Todd	1.5	412.50	Employee phone calls for WEPP claims; review outstanding a/r; contact interested parties; contact bankruptcy highway re: secured asset from RBC.
7/28/2023	Fritz, John	1.5	600.00	Corporate tax; interested parties calls and correspondence; secured claims; T. Dew direction and correspondence; correspondence with counsel.
7/28/2023	Warga, Brent	0.2	105.00	Review of various e-mail correspondence re: file matters.
7/31/2023	Fritz, John	0.8	320.00	Correspondence with counsel re: asset matters; interested parties correspondence.
8/1/2023	Fritz, John	1.2	480.00	Correspondence to/from counsel; direction to T. Dew re: Sales and other matters; preparation for secured creditor update.
8/1/2023	Warga, Brent	0.3	157.50	Call with J. Fritz re: file matters and SISP status.
8/2/2023	Dew, Todd	3.0	825.00	Meet with interested parties onsite at Berg's.
8/2/2023	Fritz, John	0.5	200.00	Secured creditor update; direction to T. Dew re: site visit and sales process.
8/2/2023	Warga, Brent	0.3	157.50	Call with BMO re: status update.
8/3/2023	Dew, Todd	0.3	82.50	Email MB Hydro; phone call from creditor.

**3816410 MANITOBA LTD. (O/A BERG'S TRAILERS & PREP AND PAINT)
RECEIVERSHIP TIME SUMMARY
INVOICE NO: 8003957311**

Date	Name	Hours	Total	Description
8/3/2023	Fritz, John	1.5	600.00	Call with former principal re: outstanding information requests; call and correspondence with counsel re: sales and asset matters; sales process administration.
8/3/2023	Warga, Brent	0.3	157.50	Call with P. Bergan and J. Fritz re: file matters.
8/4/2023	Fritz, John	1.0	400.00	Sales process administration; correspondence to former principal re: outstanding information requests.
8/8/2023	Fritz, John	1.2	480.00	Sales process administration; payables direction to J. Thomson.
8/8/2023	Warga, Brent	0.4	210.00	Review of e-mail correspondence re: file matters; signing of cheque.
8/9/2023	Fritz, John	5.0	2,000.00	Attendance at site; sales process administration and site visits; a/r correspondence.
8/11/2023	Fritz, John	3.6	1,440.00	Sales process administration; interested parties correspondence; offer compilation; creditor enquiries.
8/11/2023	Warga, Brent	0.6	315.00	Review of submitted offers.
8/12/2023	Fritz, John	0.5	200.00	Correspondence with counsel re: asset matter.
8/14/2023	Fritz, John	2.0	800.00	Sales process administration; real property matters.
8/14/2023	Warga, Brent	2.8	1,470.00	Drafting of First Receiver's Report; review of various e-mail correspondence re: file matters.
8/15/2023	Dew, Todd	0.4	110.00	Trust administration.
8/15/2023	Fritz, John	0.9	360.00	Preparation and call with primary secured creditor; interested party enquiries.
8/15/2023	Warga, Brent	2.2	1,155.00	Call with BMO; updates to R&D and draft correspondence to BMO; call with Pitblado; call with MLT Aikins.
8/16/2023	Dew, Todd	1.5	412.50	Attend premises for potential sale of property.
8/16/2023	Fritz, John	2.4	960.00	Interested parties enquiries; R&D and supporting schedules review and update; direction to T. Dew.
8/16/2023	Warga, Brent	0.8	420.00	Call with interested party; e-mail correspondence with interested party.
8/17/2023	Fritz, John	0.9	360.00	Updated R&D and NRV; correspondence to primary secured creditor.
8/17/2023	Warga, Brent	1.1	577.50	Call with interested party; review of e-mail correspondence to BMO re: R&D and estimated NRV.
8/18/2023	Fritz, John	0.5	200.00	Sales process administration matters.
8/18/2023	Warga, Brent	2.6	1,365.00	Update call with BMO; calls with interested party; calls with BMO and counsel re: Sales Process matters.
8/21/2023	Warga, Brent	0.6	315.00	Review of correspondence from BMO re: mortgage debt; review of email correspondence from Pitblado re: assets.
8/22/2023	Dew, Todd	1.0	275.00	Review payroll information for source deduction due dates; match payments from Berg's to CRA.
8/22/2023	Fritz, John	0.7	280.00	CRA priority items; direction to T. Dew; sales process matters.
8/22/2023	Warga, Brent	0.7	367.50	Review of e-mail correspondence from BMO re: mortgage; e-mail correspondence with Pitblado re: priorities.
8/23/2023	Dew, Todd	0.6	165.00	Obtain RBC supporting documents for release letter on GMC truck.
8/23/2023	Warga, Brent	1.0	525.00	Call with interested party; review of BMO bank statements; e-mail correspondence to Pitblado re: priorities.
8/24/2023	Fritz, John	1.3	520.00	Correspondence to creditors/counsel re: asset claims; sales process matters and direction to T. Dew; building maintenance matters.
8/24/2023	Warga, Brent	0.4	210.00	Review of various e-mail correspondence re: file matters.
8/25/2023	Dew, Todd	1.0	275.00	Return deposits to offerors; trust administration.
8/25/2023	Fritz, John	2.8	1,120.00	Sales process matters including communication to interested parties, deposit matters, and sale documentation; co-ordination of building maintenance matters.
8/25/2023	Warga, Brent	2.3	1,207.50	Review of APA; correspondence with Pitblado re: same.
8/28/2023	Fritz, John	0.7	280.00	Direction to T. Dew; software access items; sales process matters.
8/28/2023	Warga, Brent	2.3	1,207.50	Drafting of First Report; review of various e-mail correspondence re: file matters.
8/29/2023	Conorton, Laura	0.4	40.00	Trust accounting.
8/29/2023	Warga, Brent	2.1	1,102.50	Drafting of First Report; review of correspondence from Pitblado re: assets.
8/30/2023	Warga, Brent	2.4	1,260.00	Drafting of First Report; e-mail correspondence with BMO re: file status; e-mail correspondence with Pitblado re: priority matters.
9/1/2023	Fritz, John	0.5	200.00	Building maintenance issues; direction to T. Dew.
9/5/2023	Fritz, John	1.1	440.00	Correspondence with counsel; security opinion matters; third-party assets; building maintenance correspondence.
9/5/2023	Warga, Brent	0.7	367.50	E-mail correspondence with Pitblado re: priorities; call with BMO re: file matters; review of Draft APA.
9/6/2023	Dew, Todd	0.4	110.00	Trust administration.
9/6/2023	Warga, Brent	0.3	157.50	E-mail correspondence to/from Pitblado re: hearing; review of e-mail correspondence from BMO re: Receiver's Certificate repayment.
9/7/2023	Fritz, John	1.0	400.00	Priority creditor matters; direction to T. Dew; correspondence with counsel.
9/7/2023	Warga, Brent	0.4	210.00	Discussion with J. Fritz re: bankruptcy and priority matters; review of various e-mail correspondence re: same.
9/8/2023	Dew, Todd	1.0	275.00	Emails and phone calls to MB PST; calculate PST owing for May 1-25, 2023; review g/l.
9/8/2023	Fritz, John	0.2	80.00	Direction to T. Dew re: priority matters.
9/11/2023	Warga, Brent	0.2	105.00	Review of correspondence from Pitblado re: priorities.
9/12/2023	Fritz, John	1.1	440.00	Sale process matters; priority items; direction to T. Dew.
9/12/2023	Warga, Brent	0.5	262.50	Call with prospective purchaser; e-mail correspondence with Pitblado re: file matters and Court hearing.
9/13/2023	Conorton, Laura	0.2	20.00	Trust accounting.
9/13/2023	Fritz, John	0.7	280.00	Secured creditor items; a/r call and correspondence.
9/13/2023	Warga, Brent	2.1	1,102.50	Drafting of Confidential report.
9/15/2023	Warga, Brent	1.7	892.50	Drafting of Confidential and First Report; e-mail correspondence with Pitblado re: APA.
Total		156.4	\$ 64,137.50	

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

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

**SUMMARY OF LEGAL FEES AND DISBURSEMENTS
PITBLADO LLP**

Date	Invoice #	Fees	Disbursements	GST	PST	Total	Hours
11-Aug-23	522258	\$ 21,018	\$ 158	\$ 1,057	\$ 1,471	\$ 23,703	52.8
11-Sep-23	523384	21,584	127	1,086	1,511	24,308	60.7
Total		\$ 42,602	\$ 285	\$ 2,142	\$ 2,982	\$ 48,011	113.5

Appendix G – Statement of Receipts and Disbursements for the period May 25, 2023 to September 25, 2023

3816410 MANITOBA LTD. O/A BERG'S TRAILERS & PREP AND PAINT
STATEMENT OF RECEIPTS AND DISBURSEMENTS
for the period May 25, 2023 to September 25, 2023

	<u>Amount</u>	<u>Notes</u>
Receipts		
Accounts receivable	\$ 90,627	
Cash on hand	74,011	1
GST	580	
Interest	72	
Miscellaneous receipts	985	
Property tax refund	1,411	
Receiver's borrowings	50,000	
Sale of assets	11,598	
Total Receipts	229,283	
Disbursements		
Advertising	1,024	
Appraisal fees	5,209	
Bank fees	7	
Casual labour	3,404	
Change of locks	215	
Filing fees	75	
GST on disbursements	429	
GST on Receiver fees and disbursements	4,013	
GST on legal fees and disbursements	1,057	
Insurance	10,317	
Legal fees and disbursements	21,175	2
Mail redirection	265	3
PST on disbursements	33	
PST on legal fees and disbursements	1,471	
Receiver fees and disbursements	79,163	3
Repayment of Receiver's borrowings (inclusive of interest)	51,297	
Travel	835	3
Utilities	2,394	
Total Disbursements	182,384	
Excess of Receipts over Disbursements - Funds Held in Trust as at September 25, 2023	\$ 46,900	4

Notes:

- 1) Includes \$47,630.85 USD (\$63,820.58 CDN) on deposit with BMO.
- 2) Receiver's legal fees and disbursements (excluding GST and PST) to July 31, 2023.
- 3) Receiver fees and disbursements of \$80,262 (excluding GST) to June 25, 2023.
- 4) Deposit on pending Transaction has been excluded from available funds Held in Trust.