





1. to the extent necessary, abridging and validating the time for and service of the Notice of Motion and the materials filed in support of the motion;
2. approving the marketing and sales process conducted by the Receiver to solicit offers for the purchase of the Debtor's property and the Receiver's subsequent sales of the Debtor's property by auction;
3. approving the Receiver's \$153,432.91 interim distribution to the Canada Revenue Agency ("CRA") on account of its deemed trust claim for employee source deductions, *nunc pro tunc*;
4. approving the Receiver's activities as set out in the report of the Receiver dated January 20, 2021 (the "**Second Report**"), including the Receiver's receipts and disbursements for the period of November 8, 2017 to January 18, 2021, as detailed in Appendix "K" to the Report;
5. approving the fees and disbursements of the Receiver and its counsel, as set out in paragraphs 42 to 47 of the Report and the Affidavits of Chris Mazur affirmed January 20, 2021 and Craig Frith affirmed January 20, 2021;
6. authorizing the Receiver to pay all of the Receiver and its counsel's approved and unpaid fees and disbursements to the extent of the amount permitted in the Second Administrative Agreement between the Receiver and the CRA, a copy of which attached to the Report as Appendix "E," with the balance of funds to be distributed to the CRA on account of its deemed trust claim for GST;

7. providing that, upon the filing by the Receiver of a certificate substantially in the form attached to the proposed form of discharge order as Schedule A, BDO Canada Limited shall be:
  - (a) discharged as Receiver of all of the assets, the undertakings, and properties of the Debtor; and
  - (b) released from any and all liability while acting in its capacity as Receiver herein, save and except for any gross negligence or wilful misconduct on the Receiver's part.

THE GROUNDS FOR THE MOTION ARE:

1. Capitalized terms used in the following paragraphs will have the meanings given to them in the Second Report.
2. After acting as Interim Receiver pursuant to the Order of the Honourable Mr. Justice Rempel dated November 8, 2017, BDO Canada Limited was appointed receiver of the Debtor's assets, undertakings, and properties pursuant to the Order of the Honourable Mr. Justice Dewar dated December 20, 2017.
3. Since the First Receiver's Report dated January 10, 2018 (the "**First Report**"), the Receiver's actions have focused on monetizing the Property for the benefit of the estate and its creditors, which actions included:

- (a) conducting a marketing and Sales Process to solicit offers for the Property;
  - (b) auctioning the Property when the Sales process failed to yield a commercially reasonable offer; and
  - (c) expending significant time and effort attempting to collect the Outstanding AR and communicating with the Debtor's customers, their representatives, and/or legal counsel regarding the same.
4. As more particularly explained in the Second Report, despite the Receiver's best efforts, the overall receipts generated from the foregoing activities did not generate funds in excess of the CRA's deemed trust claim for employee source deductions and the costs of administration, a result that was in large part due to the Receiver determining that the majority of the Debtor's Outstanding AR was uncollectible.
5. The administration of the receivership proceedings will be effectively complete following the filing of the final estate GST returns and the Receiver's final report pursuant to subsection 246(3) of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3, such that the Receiver's discharge would be appropriate at that time.
6. On the evidence before this Honourable Court, the Receiver has carried out its mandate honestly, in good faith, and in compliance with the Receivership Order

and the duties imposed on the Receiver by the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3, and common law.

THE FOLLOWING DOCUMENTARY EVIDENCE will be used at the hearing of the motion:

1. this notice of motion and proof of service of the same upon the members of the service list;
2. the First Report and Second Report;
3. the pleadings and proceedings herein; and
4. such further and other material as this Honourable Court may allow.

January 20, 2021  
Date

  
CRAIG FRITH  
Counsel for the applicant, BDO Canada Limited  
McDougall Gauley LLP  
500-616 Main Street, Saskatoon, SK S7H 0J6  
Telephone: 306-665-5432  
Email: [cfrith@mcdougallgauley.com](mailto:cfrith@mcdougallgauley.com)

TO: The attached Service List (as of January 19, 2021)

**SERVICE LIST**  
(As of January 19, 2021)

| <b>PARTIES WITH COUNSEL</b>  | <b>TELEPHONE</b>                         | <b>FAX</b>   | <b>COUNSEL FOR</b>                  |
|--|--|--------------|-------------------------------------|
| McDougall Gauley LLP<br>500 616 Main Street<br>Saskatoon SK S7H OJ6<br><br>Ian Sutherland<br><a href="mailto:isutherland@mcdougallgauley.com">isutherland@mcdougallgauley.com</a><br><br>Craig Frith<br><a href="mailto:cfrith@mcdougallgauley.com">cfrith@mcdougallgauley.com</a> | <br><br>306.665.5417<br><br>306.665.5432 | 36.652.1323  | BDO Canada Limited                  |
| BDO Canada Limited<br>100-200 Graham Ave<br>Winnipeg MB R3P 0T5<br><br>Matthew Marchand<br><a href="mailto:mmarchand@bdo.ca">mmarchand@bdo.ca</a><br><br>Chris Mazur<br><a href="mailto:CMazur@bdo.ca">CMazur@bdo.ca</a>   | 204.944.4444                             | 204.926.7227 | BDO Canada Limited<br>(Receiver)    |
| Miller Thomson LLP<br>300 15 23 <sup>rd</sup> St E<br>Saskatoon SK S7K 0H6<br><br>David G. Gerecke<br><a href="mailto:dgerecke@millerthomson.com">dgerecke@millerthomson.com</a>   | 306.667.5615                             | 306.652.1586 | Bank of Montreal                    |
| Pitblado Law<br>2500 4H6 360 Main St<br>Winnipeg MB R3C 4T3<br><br>Catherine Howden<br><a href="mailto:howden@pitblado.com">howden@pitblado.com</a>  | 204.956.3532                             | 204.957.0227 | Business Development Bank of Canada |
| Tapper Cuddy LLP<br>1000 330 St. Mary Ave<br>Winnipeg MB R3C 3Z5<br><br>Kathleen Coutts<br><a href="mailto:kcoutts@tappercuddy.com">kcoutts@tappercuddy.com</a>  | 204.944.8777                             | 204.947.2593 | Kristen Balcain                     |
| Wolseley Law LLP<br>303 960 Portage Ave  | 204.977.1706                             | 866.880.8506 | Willits Electric Ltd.               |

|   |                         |              |                                 |
|---|-------------------------|--------------|---------------------------------|
| Winnipeg MB R3G 0R4<br><br>Gerrit Theule<br><a href="mailto:gerrit@wolseleylaw.ca">gerrit@wolseleylaw.ca</a>  |                         |              |                                 |
| RMS (an iQor Company)<br>PO Box 361345<br>Columbus OH 43236<br><br>Wendy Messner<br><a href="mailto:Wendy.Messner@iQor.com">Wendy.Messner@iQor.com</a>                    | 888.560.4067<br>ex 2040 |              | Praxair<br>Distribution<br>Inc. |
| Hill Sokalski Walsh Olson<br>Suite 2670 360 Main St<br>Winnipeg MB R3C 3Z3<br><br>Kevin Toyne<br><a href="mailto:ktoyne@hillco.mb.ca">ktoyne@hillco.mb.ca</a>             | 204.943.6740            | 204.943.3934 | Todd Balcain                    |
| Servpro International LLC<br><br>Andrew Zombek, in house counsel<br><a href="mailto:AZombek@servpronet.com">AZombek@servpronet.com</a>                                    |                         |              | Servpro<br>International<br>LLC |
| Department of Justice (Canada)<br>301 310 Broadway Ave<br>Winnipeg R3C 0S6<br><br>Denyse Cote<br><a href="mailto:Denyse.cote@justice.gc.ca">Denyse.cote@justice.gc.ca</a> | 204.984.2230            | 204.984.5434 | Canada<br>Revenue<br>Agency     |
| <b>PARTIES WITHOUT<br/>COUNSEL</b>  | <b>TELEPHONE</b>        | <b>FAX</b>   |                                 |
| Todd Balcain<br>c/o<br>Pastor Daniel Krebs<br><a href="mailto:barryo@davian.co">barryo@davian.co</a>  | 204.296.2729            |              |                                 |
| Winnipeg Parking Authority<br>495 Portage Ave<br>Winnipeg MB R3B 2E4<br><br><a href="mailto:wpa-collections@winnipeg.ca">wpa-collections@winnipeg.ca</a>                  | 877.311.4974            |              |                                 |
| Vern's Carpets Inc.<br>100 Stephen St   | 204.822.4616            |              |                                 |



|   |                        |  |  |
|---|------------------------|--|--|
| Morden MB R6M 1T3<br><br>Christine<br><a href="mailto:Christine.vernscarpets@gmail.com">Christine.vernscarpets@gmail.com</a><br><a href="mailto:vers@mymts.net">vers@mymts.net</a>  |                        |  |  |
| Fietz Construction and Demolition<br>182 St. Michael Rd<br>Winnipeg MB R2M 2K9<br><br>Andy Fietz<br><a href="mailto:Andy.fietz@gmail.com">Andy.fietz@gmail.com</a>  | 204.291.2639           |  |  |
| Best Care Drycleaners<br>998 Main St<br>Winnipeg MB R2W 3P7<br><br>Lisa Hiebert<br><a href="mailto:lisa@bestcaredrycleaners.com">lisa@bestcaredrycleaners.com</a>   | 204.582.3083           |  |  |
| Tesseract Environmental<br>Consulting Inc.<br>110/111 179 McDermot Ave<br>Winnipeg MB R3B 0S1<br><br>Jim McEachern, Sales and Admin<br><a href="mailto:jmceachern@tesseractenviro.com">jmceachern@tesseractenviro.com</a> | 204.801.9358           |  |  |
| D.W. Dirtworks Ltd.<br>147 Hartley Ave<br>Fort MacLeod AB T0L 0Z0<br><br>Dave<br><a href="mailto:dave@dwdirtworks.com">dave@dwdirtworks.com</a>   | 403.635.3340           |  |  |
| Hazmasters Inc.<br>651 Harwood Ave N<br>Ajax ON L12 0K4<br><br>Alison Perney<br><a href="mailto:AR@hazmasters.com">AR@hazmasters.com</a>  | 905.231.0011<br>ex 313 |  |  |
| MWI Consultants Inc.<br>377 De la Seigneurie Blvd<br>Winnipeg MB R3X 2C7  | 204.781.6131           |  |  |

|  |              |  |  |
|--|--------------|--|--|
| Brad Walker<br><a href="mailto:brad@mwiconsultants.ca">brad@mwiconsultants.ca</a>  |              |  |  |
| Ideal Floors<br>Unit A 325 Robin Blvd<br>Winkler MB R6W 0H2<br><br>Sheila Bergen<br><a href="mailto:Sheila-idealflr@mts.net">Sheila-idealflr@mts.net</a> | 204.325.4243 |  |  |
| <a href="mailto:doloresf@microsoft.com">doloresf@microsoft.com</a>   |              |  |  |

**SCHEDULE “A”**

**THE QUEEN'S BENCH  
WINNIPEG CENTRE**

IN THE MATTER OF:            The appointment of a Receiver pursuant to Section 243 of  
the *Bankruptcy and Insolvency Act*, RSC 1985, c. B-3

|                    |   |                              |
|--------------------|---|------------------------------|
| THE HONOURABLE MR. | ) | MONDAY, THE 25 <sup>th</sup> |
|                    | ) |                              |
| JUSTICE DEWAR      | ) | DAY OF JANUARY, 2021         |

B E T W E E N:

**BANK OF MONTREAL**

Plaintiff,

- and -

**8000140 CANADA LTD., carrying on business as Servpro Winnipeg**

Defendant,

ORDER

**McDougall Gauley LLP**  
500-616 Main Street  
Saskatoon, SK S7H 0J6  
Telephone: 306-665-5432  
Email: [cfrith@mcDougallgauley.com](mailto:cfrith@mcDougallgauley.com)  
Attention: Craig Frith  
Solicitors for BDO Canada Limited

**Taylor McCaffrey Lawyers**  
2200-201 Portage Avenue  
Winnipeg, MB R3B 3L3  
204-988-0375  
[djackson@tmlawyers.com](mailto:djackson@tmlawyers.com)  
Attention: David R.M. Jackson  
Agents for McDougall Gauley LLP

**THE QUEEN'S BENCH  
WINNIPEG CENTRE**

IN THE MATTER OF:          The appointment of a Receiver pursuant to Section 243 of the *Bankruptcy and Insolvency Act*, RSC 1985, c. B-3

|                    |   |                              |
|--------------------|---|------------------------------|
| THE HONOURABLE MR. | ) | MONDAY, THE 25 <sup>th</sup> |
|                    | ) |                              |
| JUSTICE DEWAR      | ) | DAY OF JANUARY, 2021         |

B E T W E E N:

**BANK OF MONTREAL**

Plaintiff,

- and -

**8000140 CANADA LTD., carrying on business as Servpro Winnipeg**

Defendant,

**DISCHARGE ORDER**

THIS MOTION, made by BDO Canada Limited, in its capacity as the Court-appointed receiver (the "**Receiver**") of the undertaking, property and assets of 8000140 Canada Ltd. (the "**Debtor**"), for an Order:

1. to the extent necessary, abridging and validating the time for and service of the Notice of Motion and the materials filed in support of the motion;

2. approving the marketing and sales process conducted by the Receiver to solicit offers for the purchase of the Debtor's property and the Receiver's subsequent sales of the Debtor's property by auction;
3. approving the Receiver's \$153,432.91 interim distribution to the Canada Revenue Agency ("**CRA**") on account of its deemed trust claim for employee source deductions, *nunc pro tunc*;
4. approving the Receiver's activities as set out in the report of the Receiver dated January 20, 2021 (the "**Second Report**"), including the Receiver's receipts and disbursements for the period of November 8, 2017 to January 18, 2021, as detailed in Appendix "K" to the Report;
5. approving the fees and disbursements of the Receiver and its counsel, as set out in paragraphs 42 to 47 of the Report and the Affidavits of Chris Mazur affirmed January 20, 2021 and Craig Frith affirmed January 20, 2021 (collectively, the "**Fee Affidavits**");
6. authorizing the Receiver to pay all of the Receiver and its counsel's approved and unpaid fees and disbursements to the extent of the amount permitted in the Second Administrative Agreement between the Receiver and the CRA, a copy of which attached to the Report as Appendix "E," with the balance of funds to be distributed to the CRA on account of its deemed trust claim for GST;
7. providing that, upon the filing by the Receiver of a certificate substantially in the form attached hereto as Schedule A, BDO Canada Limited shall be:
  - (c) discharged as Receiver of all of the assets, the undertakings, and properties of the Debtor; and
  - (d) released from any and all liability while acting in its capacity as Receiver herein, save and except for any gross negligence or wilful misconduct on the Receiver's part;

was heard this day at Winnipeg, Manitoba.

ON READING the Second Report, the Fee Affidavits, and on hearing the submissions of counsel for the Receiver and counsel for Bank of Montreal, and no one else appearing although served as evidenced by the Affidavit of Service of Alecia Iwanchuk sworn January 20, 2021, filed;

**SERVICE VALIDATED**

1. THIS COURT ORDERS that the time for service of the Notice of Motion and the materials filed in support of the motion is hereby abridged and validated such that the motion is properly returnable on January 25, 2021.

**APPROVAL OF THE SALES PROCESS AND AUCTIONS**

2. THIS COURT ORDERS that the Sales Process conducted by the Receiver for the sale of the Debtor's property and the subsequent sale of the Debtor's inventory and equipment pursuant to the auction conducted by Kaye's Auctions, as described in paragraphs 13 to 17 of the Second Report, are hereby approved.

3. THIS COURT ORDERS that the sale of the Debtor's vehicles pursuant to the auction conducted by Adesa Auctions Canada Corporation and the private sale to Service Master, as described in paragraphs 18 and 19 of the Second Report, are hereby approved.

**DISTRIBUTION**

4. THIS COURT ORDERS AND DECLARES that the Receiver's \$153,432.91 interim distribution to the Canada Revenue Agency on account of its deemed trust claim, as described in paragraphs 12 and 32 of the Second Report, is hereby approved, *nunc pro tunc*.

**APPROVAL OF THE RECEIVER'S CONDUCT**

5. THIS COURT ORDERS that the activities of the Receiver set out in the Second Report, including the Receiver's receipts and disbursements for the period of November 8, 2017 to January 18, 2021, as detailed in Appendix "K" to the Report, are hereby approved.

**APPROVAL OF THE RECEIVER AND COUNSEL'S FEES AND DISBURSEMENTS**

6. THIS COURT ORDERS that the fees and disbursements of the Receiver and its counsel, as set out in the Second Report and the Fee Affidavits, are hereby approved without the necessity of a formal passing or taxation of accounts, and the Receiver may pay the same from the balance of the funds left in the Debtor's estate up to the amount permitted by the Second Administrative Agreement between the Receiver and the CRA, a copy of which is attached to the Report as Appendix "E," with the balance of funds to be distributed to the CRA on account of its deemed trust claim for GST.

**DISCHARGE AND RELEASE**

7. THIS COURT ORDERS that, upon the Receiver filing a certificate substantially in the form attached hereto as Schedule A to this Order certifying that it has completed the remaining activities described in the Report, the Receiver shall be discharged as Receiver of the assets, the undertakings, and properties of the Debtor; provided, however, that notwithstanding its discharge herein:

- (a) the Receiver shall remain Receiver for the performance of such incidental duties as may be required to complete the administration of the receivership herein; 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 proceedings in favour of BDO Canada Limited, in its capacity as Receiver.

8. THIS COURT ORDERS AND DECLARES that based on the evidence before the Court:

- (a) the Receiver has satisfied its obligations under the terms of the Orders granted in the within proceedings up to and including the date hereof;
- (b) the Receiver shall not be liable for any act or omission on its part including, without limitation, any act or omission pertaining to the discharge of its

duties in the within proceedings, save and except for any gross negligence or wilful misconduct on the Receiver’s part; and

- (c) 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 proceedings, save and except for any gross negligence or wilful misconduct on the Receiver’s part.

9. THIS COURT ORDERS AND DECLARES that no action or other proceeding shall be commenced against the Receiver, including its officers, directors, employees, solicitors and agents and assigns in any way arising from or related to its capacity or conduct as Receiver, except with prior leave of this Court on 14 days’ notice to the Receiver, and upon such terms as this Court may direct.

January \_\_\_\_, 2021

\_\_\_\_\_



**SCHEDULE A  
RECEIVER'S DISCHARGE CERTIFICATE**

**THE QUEEN'S BENCH  
WINNIPEG CENTRE**

IN THE MATTER OF:       The appointment of a Receiver pursuant to Section 243 of  
the *Bankruptcy and Insolvency Act*, RSC 1985, c. B-3

B E T W E E N:

**BANK OF MONTREAL**

Plaintiff,

- and -

**8000140 CANADA LTD. carrying on business as Servpro Winnipeg**

Defendant.

**RECEIVER'S DISCHARGE CERTIFICATE**

RECITALS:

A.     BDO Canada Limited was appointed Receiver ("Receiver") of all of the assets, property and undertaking of the Defendant, 8000140 Canada Ltd. ("Debtor"), pursuant to an Order of the Court of Queen's Bench dated December 20, 2017 ("Receivership Order");

B.     Pursuant to the Discharge Order of this Court pronounced January 25, 2021 ("Discharge Order"), the Receiver has completed the administration of the Debtor's estate;  
and

C.     Unless otherwise indicated the Receiver's Certificate shall have the same meaning as given to them in the Discharge Order.

THE RECEIVER CERTIFIES the following:

1. The Receiver has completed the outstanding activities described in the Report and completed its administration of the Debtor's estate.

DATED at \_\_\_\_\_, Ontario, this \_\_\_\_ day of \_\_\_\_\_, 2021.

BDO Canada Limited in its capacity as Receiver of  
8000140 Canada Ltd.

Per:

\_\_\_\_\_  
Name:

Title: