

Court File No. CV-19-629552-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

**IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,
R.S.C. 1985, c. C-36, AS AMENDED**

**AND IN THE MATTER OF A PLAN OF COMPROMISE
OR ARRANGEMENT OF DEL EQUIPMENT INC.**

**SIXTH REPORT TO THE COURT SUBMITTED BY
MNP LTD., IN ITS CAPACITY AS COURT APPOINTED MONITOR OF DEL
EQUIPMENT INC.**

- AND -

Court File No. CV-20-00640027-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

DIESEL EQUIPMENT LIMITED

Applicant

- and -

DEL EQUIPMENT INC.

Respondent

**IN THE MATTER OF AN APPLICATION UNDER
SECTION 243(1) OF THE BANKRUPTCY AND INSOLVENCY ACT, R.S.C. 1985, c. B-
3, AS AMENDED**

**FIRST REPORT TO THE REPORT SUBMITTED
BY MNP LTD., IN ITS CAPACITY AS RECEIVER**

OCTOBER 26, 2020

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INTRODUCTION

1. On October 22, 2019 (the “**Filing Date**”), the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) made an initial order (the “**Initial Order**”) granting Del Equipment Inc. (“**DEL**” or the “**Company**”) relief pursuant to the *Companies’ Creditors Arrangement Act* (the “**CCAA**”). DEL’s CCAA proceedings are referred to herein as the “**CCAA Proceedings**”. A copy of the Initial Order is attached hereto as **Appendix “A”**.
2. The Monitor has filed a pre-filing report and five reports in the CCAA Proceedings, summarized as follows:
 - a. The pre-filing report, dated October 21, 2019 (the “**Pre-Filing Report**”), in support of DEL’s application for the Initial Order, the appointment of a Chief Restructuring Officer (“**CRO**”), approval of a \$1 million debtor-in-possession interim financing arrangement (the “**DIP Financing**”) with Diesel Equipment Limited (“**Diesel**”), the Company’s parent company and senior secured lender, and approval of the commencement of a sale and investment solicitation process (“**SISP**”).
 - b. A first report dated November 14, 2019 in connection with approval for additional DIP Financing and an extension of the Stay Period (as defined below) to February 28, 2020.
 - c. A second report, dated February 24, 2020 in connection with DEL’s motion for, *inter alia*: (i) an extension of the Stay Period to May 29, 2020; (ii) approval of the Drive Products Inc. transaction (the “**DPI Transaction**”); (iii) a key employee retention program; (iv) a litigation protocol establishing the procedure and timetable for resolving the dispute (the “**Payment Dispute**”) between the Company and Gin-Cor Industries Inc. (“**Gin-Cor**”); and (v) authorization for DEL, in consultation with the Monitor, to continue to explore opportunities with respect to the remaining branches and assets not included within the scope of the DPI Transaction (the “**Residual Assets**”) and, with the approval of the Monitor, to enter into and complete any transaction for the Residual Assets for proceeds equal to or less than \$250,000.

- d. A third report, dated April 22, 2020 (the “**Third Report**”), in connection with DEL’s motion for an extension of the Stay Period through September 18, 2020, approval of an interim distribution to Diesel of \$9 million and such further amounts from time to time as may be agreed between DEL and Diesel up to the secured indebtedness owed by DEL to Diesel, with the consent of the Monitor, or pursuant to such further Order of the Court, and approval of the fees and disbursements of the Monitor and counsel to the Monitor. The Monitor’s report also provided support for, and observations in respect of an application put forth by Diesel for lifting the Stay of Proceedings in the CCAA Proceedings for the limited purpose of appointing MNP as the receiver (in such capacity, the “**Receiver**”) over certain accounts of DEL (the “**Limited Receivership Property**”), in order to allow former employees of DEL access to funds that may be available to them pursuant to the Wage Earner Protection Program (the “**WEPP**”). The limited appointment of MNP as Receiver is herein referred to as the “**Receivership Proceedings**”.
 - e. A fourth report, dated May 22, 2020 (the “**Fourth Report**”) in connection with DEL’s motion for approval of the auction services agreement entered into between DEL and Infinity Asset Solutions Inc. dated as of May 19, 2020 and the transactions contemplated thereunder, and authorizing DEL to conduct a self-liquidation of the Residual Assets at DEL’s Montreal branch.
 - f. A fifth report, dated September 10, 2020 (the “**Fifth Report**”) in connection with DEL’s motion for an extension of the Stay Period through October 30, 2020 and approval of a sale transaction (the “**Unsold Demo Transaction**”) to be entered into between DEL and Diesel, and vesting in Diesel all of the Company’s right, title and interest in and to the equipment installed on the unsold demonstration vehicles.
3. The purpose of this report (the “**Sixth Report**”) is to provide the Court with information concerning:
- a. the Company’s actual cash flow results for the 7-week period ended October 18, 2020;

- b. the Monitor's and Receiver's activities since the Third Report;
- c. the fees and disbursements of the Monitor, Goldman Sloan Nash and Haber LLP ("GSNH"), as former legal counsel to the Monitor, and Norton Rose Fulbright Canada LLP ("NR"), the Monitor's current legal counsel (collectively, the "**Fees and Disbursements**");
- d. the termination of the CCAA Proceedings and the Company's anticipated bankruptcy filing;
- e. the Monitor's support for, and observations in respect of DEL's request that the Court grant an Order (the "**CCAA Termination Order**"):
 - i. approving the Fourth Report, Fifth Report and Sixth Report (collectively the "**Reports**") and activities of the Monitor as described in the Reports and herein;
 - ii. approving the fees and disbursements of the Monitor and its counsel (including those in connection with the Receivership Proceedings and the Accrual (as such term is later defined));
 - iii. providing for the termination of the CCAA Proceedings upon service of a certificate of the Monitor (the "**Monitor's Discharge Certificate**") certifying that, to the knowledge of the Monitor, all matters to be attended to in connection with the CCAA Proceedings have been completed;
 - iv. authorizing DEL to make an assignment in bankruptcy (the "**Bankruptcy**") and authorizing the CRO and the Monitor to execute and file any assignment in bankruptcy and related documents;
 - v. authorizing MNP to act as Licensed Insolvency Trustee of in the Bankruptcy;
 - vi. terminating the Charges (as defined below) upon service of the Monitor's Discharge Certificate (the "**CCAA Termination Time**");

- vii. discharging the CRO as at the CCAA Termination Time;
 - viii. discharging MNP as the Monitor as at the CCAA Termination Time;
 - ix. releasing, effective as at the CCAA Termination, (i) the direct and indirect shareholders, directors, officers, employees, legal counsel and advisors of DEL, (ii) the Monitor and its legal counsel, and (iii) the CRO and 2255987 Ontario Limited (operating as “**Strategic Results Advisors**”) (the persons listed in (i) to (iii) being collectively, the “**Released Parties**”) from all present and future claims and obligations based on any act, omission, transaction, dealing or other occurrence taking place prior to the CCAA Termination Time or completed pursuant to the CCAA Termination Order and relating to, among other things, DEL;
 - x. extending the Stay Period until the earlier of (i) the CCAA Termination Time; and (ii) such other date as this Court may order; and
 - xi. providing certain other related and ancillary relief; and
- f. provide information to the Court to support the Receiver’s request for an order:
- i. approving the activities of the Receiver, as described herein, and discharging the Receiver of the Limited Receivership Property;
 - ii. providing for the discharge of the Receiver effective upon the filing of a certificate of the Receiver (the “**Receiver’s Discharge Certificate**”) certifying that, to the knowledge of the Receiver, all matters to be attended to in connection with the Receivership Proceeding have been completed; and
 - iii. releasing MNP from any and all liability that MNP now has or may hereafter have by reason of, or in any way arising out of, the acts or omissions of MNP while acting in its capacity as Receiver, save and except for any gross negligence or willful misconduct on the part of MNP, on the filing of the Receiver’s Discharge Certificate.

4. The Sixth Report and other materials filed with the Court and all orders granted in connection with the CCAA Proceedings have been and will continue to be made available on the Monitor's website at <https://mnpdebt.ca/en/corporate/corporate-engagements/del-equipment-inc> (the "**Monitor's Website**").
5. Materials filed with the Court and all orders granted in connection with the appointment of MNP as Receiver have been and will continue to be made available on the Receiver's website at <https://mnpdebt.ca/en/corporate/corporate-engagements/del-equipment-receivership> (the "**Receiver's Website**").

DISCLAIMER AND TERMS OF REFERENCE

6. In preparing the Sixth Report, MNP has necessarily relied upon the Lucky Affidavits (defined below), the unaudited financial statements and other information supplied, and representations made by certain management of the Company ("**Management**"), Strategic Results Advisors, and third-party sources (collectively, the "**Information**"). Although the Monitor has reviewed the Information for reasonableness, MNP has not conducted an audit or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would comply with Generally Accepted Assurance Standards pursuant to the Chartered Professional Accountants of Canada Handbook. Accordingly, MNP expresses no opinion and does not provide any other form of assurance on or relating to the accuracy of the Information contained in the Sixth Report, or otherwise used to prepare this Report.
7. Capitalized terms not defined in this Report are used as defined in the affidavits of Douglas Lucky sworn October 20, 2019, November 13, 2019, February 22, 2020, April 20, 2020 May 19, 2020, September 8, 2020, and October 22, 2020 (the "**October 2020 Affidavit**" and collectively the "**Lucky Affidavits**") filed in support of the Company's application for relief under the CCAA and various motions in the CCAA Proceedings.
8. Unless otherwise stated, all monetary amounts contained in the Sixth Report are expressed in Canadian dollars.

ACTIVITIES OF THE MONITOR

9. To date, the Court has approved the Monitor's reports and activities through to the Third Report. Since the Third Report and as more fully described in the Fourth and Fifth Report, the Monitor has undertaken the following activities, *inter alia*:
 - a. prepared the Reports;
 - b. updated the Monitor's Website as necessary;
 - c. monitored DEL's cash flows in comparison to the Second Extended and Third Extended Cash Flow Forecast (as such terms are defined in the Fourth Report and Fifth Report);
 - d. prepared for and attended with its counsel at the May 5, 2020 hearing in respect of the Payment Dispute;
 - e. reviewed and consented to DEL making a further distribution to Diesel in respect of its remaining secured claim against the Company;
 - f. reviewed and considered the terms governing the termination of DEL's lease agreement with Diesel;
 - g. with its legal counsel, attended various Court hearings in connection with the CCAA Proceedings;
 - h. supervised the Company's efforts to market and sell the Residual Assets;
 - i. communicated with certain of DEL's creditors in connection with the CCAA Proceedings; and
 - j. engaged with the CRO and the Company's legal counsel regarding the pathway to completing the CCAA Proceedings.
10. The Monitor requests approval of its activities as described in greater details in the Reports.

ACTUAL RECEIPTS AND DISBURSEMENTS – CCAA PROCEEDING

11. Summarized in the following table is the Company’s cash receipts and disbursements for the period August 31, 2020 to October 18, 2020 (the “**Monitored Period**”):

DEL Equipment Inc.
Comparative report
For the 7 week period ending October 18, 2020
(Unaudited, in \$'000s CAD)

Particulars	Cumulative seven-week Period Ended October 18, 2020		
	Actual	Budget	Variance
Receipts from Gin-Cor	885	885	-
Receipts from sale of demo inventory	113	113	0
Total receipts	998	998	0
Disbursements			
Non-Merchandise Vendors	(79)	(130)	51
Tax	1	(6)	7
Total Disbursements	(78)	(136)	57
Operating Net Cash Flow	920	862	57
Administrative Fees	(138)	(133)	(5)
Net Cash Flow	782	730	52
Beginning Cash	3,688	3,688	-
Net Cash Flow	782	730	52
Ending Cash	4,470	4,418	52

12. Additional detail for certain receipts and disbursements for the Monitored Period are noted below:

- a. Non-Merchandise vendors: The favourable variance of \$51M is permanent in nature and relates to a refund of property taxes from the City of Port Coquitlam, British Columbia, not previously anticipated.
- b. Sales Tax: The favourable variance of \$7M is permanent in nature as the Company has set off their sales taxes collected on the Unsold Demo Transaction against the input tax credit available.

TERMINATION OF THE CCAA PROCEEDINGS AND TRANSITION TO BANKRUPTCY

13. As noted earlier, DEL is bringing a motion seeking, *inter alia*, the CCAA Termination Order.
14. In the course of the CCAA Proceedings, DEL has, under the direction of the CRO, among other things, completed the going concern sale of its Ontario business (which represented a significant portion of DEL's overall business) and certain additional assets through the DPI Transaction, completed an orderly liquidation of its remaining branches and assets not included within the scope of the DPI Transaction, collected the vast majority of its outstanding accounts receivable, wound-down its business operations, repaid in full all of its secured debt due to Diesel and favourably resolved the Payment Dispute. DEL currently has approximately \$4.47 million of cash on hand (the "**Residual Funds**").
15. Subject to the completion of certain remaining tasks, the wind-down of the Company is substantially complete and DEL is in a position to proceed with a reconciliation of claims and distribution of the Residual Funds to its creditors.
16. The CCAA Termination Order requests an order authorizing DEL, in its discretion or at the discretion of the Monitor, to file the Bankruptcy on or after the CCAA Termination Time. The Monitor supports this request as it likely would be more cost effective to undertake a claims process and distribution within the Bankruptcy as opposed to under the CCAA. The CCAA Termination Order also contemplates that MNP be authorized to act as DEL's Licensed Insolvency Trustee. MNP is prepared to consent to act as Licensed Insolvency Trustee in the Bankruptcy.
17. The Monitor has completed its duties and obligations as set out in the Initial Order. The principal activities remaining to be complete in these CCAA Proceedings relates to the seeking of the CCAA Termination Order and preparing to initiate the Bankruptcy.
18. Other than certain administrative matters being completed, all matters with the respect to the CCAA Proceedings are complete. Accordingly, the Monitor supports DEL's motion for the issuance of the CCAA Termination Order.

STATUTORY PRIORITIES AND TERMINATION OF CHARGES

19. With respect to statutory priorities, the Monitor is not aware of any amounts owing by DEL or claims that have been asserted against DEL that, in either case, remain unpaid and relate to source deductions, withholding taxes deducted or withheld and not remitted, pension contributions, or employee wages or vacation pay.
20. Regarding wages and vacation pay amounts, all such amounts were paid before and during the CCAA Proceedings. During the Receiver's administration of the WEPP, the claims filed by DEL's former employees were in relation to unsecured termination and severance pay only.
21. Canada Revenue Agency ("**CRA**") has conducted a trust examination in relation to DEL's payroll account covering the period October 1, 2019 to October 31, 2019 and its statement of account, dated November 18, 2019 reflects DEL being current in its remittances of payroll source deductions.
22. The Initial Order created the following four charges over DEL's property:
 - a. an Administration Charge (to the maximum amount of \$400,000);
 - b. a Director's Charge (to the maximum amount of \$1,200,000);
 - c. a DIP Lender's Charge;
 - d. Success Fee Charge (to the maximum amount of \$100,000)

(Collectively, the "**Charges**")

23. The professional firms involved in these CCAA Proceedings have, generally, been rendering accounts on a monthly basis. All professional firms who benefit from the Administration Charge have been paid fees owing to them from the Filing Date to September 30, 2020. Based upon the most up to date estimates of costs, the remaining professional fees will be satisfied from the Residual Funds and/or retainers paid by DEL to the professionals prior to the CCAA Proceedings being terminated. Funding for the cost

of the Bankruptcy will be provided through the Residual Funds. On that basis, the Monitor supports DEL's request for an order terminating the Administration Charge.

24. With respect to the Director's Charge, the Monitor understands that since the Filing Date, DEL has, through its third-party payroll service provider, paid all post-filing wages and vacation pay and made all remittances in respect of its payroll obligations, including amounts required to be withheld from employees and remitted to CRA. The Monitor is not aware of any other obligations incurred by DEL, after the Filing Date, that remain unsatisfied that would be personal liabilities of directors.
25. In addition, the Company is in the process of securing a longtail directors and officers liability insurance policy prior to the termination of the CCAA Proceeding.
26. The Monitor understands that the director of DEL has been advised of the proposed termination of the Director's Charge and have not objected to same. The Monitor supports the relief sought by DEL in this respect.
27. During the CCAA Proceedings, DEL did not utilize the DIP Financing and the DIP Financing has been terminated pursuant to its terms.
28. DEL has previously satisfied payment of the Success Fee pursuant to the terms of the CRO Engagement Letter.
29. Given the foregoing, the Monitor is of the view that it is appropriate, at this time, for the Court to terminate the Charges.

EXTENSION OF THE STAY OF PROCEEDINGS

30. The current Stay of Proceedings expires on October 30, 2020 (the "**Stay Period**"). The Company is requesting that the Stay Period be extended to and including the earlier of:
 - a. the termination of the CCAA Proceedings; and
 - b. such other date as this Court may order.

(the "**Requested Stay Extension**")

31. The Monitor supports the Company's request for the Requested Stay Extension for the following reasons:

- a. the Monitor is of the view that the Company has acted and is continuing to act in good faith and with due diligence;
- b. the Requested Stay Extension will provide DEL with the additional time needed to complete certain remaining wind-down activities, including, among other things, preparing documentation for and the filing of the Bankruptcy; and
- c. no creditor will be materially prejudiced if the Requested Stay Extension is granted.

THE LIMITED RECEIVERSHIP AND THE ACTIVITIES OF THE RECEIVER

32. On April 29, 2020, the Court granted an Order (the "**Limited Receivership Order**") appointing MNP as the Receiver, without security, over the Limited Receivership Property pursuant to Section 243(1) of the BIA. The Receiver's duties were limited to exercising control over the Limited Receivership Property, performing its statutory obligations under the *Wage Earner Protection Program Act*, and to take any steps reasonably incidental to the exercise of these powers or performance of any statutory obligations. A copy of the Limited Receivership Order is attached hereto as **Appendix "B"**.

33. In carrying out its duties as Receiver, the Receiver has:

- a. taken possession of the Limited Receivership Property;
- b. in accordance paragraph 6 of the Limited Receivership Order, provided notice and filed a Notice and Statement of Receiver with the Office of the Superintendent of Bankruptcy ("**OSB**"); and
- c. administered the WEPP for 95 former DEL employees.

34. Based on information supplied by DEL, DEL's final employee was terminated on August 7, 2020. To be eligible for a payment under the WEPP requires that the former employee submit a proof of claim with the Receiver and submit an application to Service Canada

within fifty-six (56) days of the later of the following: the date of receivership, the date employment ended due to termination, resignation, retirement or expiry of contract, and the date on which the receiver terminated your employment. A period of more than fifty-six (56) days has passed since DEL last terminated an employee's employment.

35. To date, Service Canada has paid 60 of the 95 employees that were identified by DEL and who had filed claims to be eligible for the WEPP. On October 23, 2020, the Receiver was advised that in connection with the WEPP, that certain former employees had, for various reasons, not filed a proof of claim with the Receiver in order to be eligible for a payment under the WEPP and are now desirous of seeking an extension of time from Service Canada to file a claim. Accordingly, steps are now being taken to allow these former DEL employees to file a claim and receive a payment under the WEPP. The contemplated filing with the Court of the Receiver's Discharge Certificate would occur only once the aforementioned WEPP issue had been appropriately addressed by the Receiver.
36. The Receiver has also completed other statutory, banking and administrative actions incidental to the Receivership Proceedings.
37. It is noted that pursuant to paragraph 6 of the Limited Receivership Order, the Receiver shall not be subject 246 of the BIA and the Receiver will not have any remaining statutory duties upon the discharge of the Receiver and the filing of the discharge order with OSB.
38. Notwithstanding the WEPP issue still to be completed and raised in paragraph 35 above, the Receiver believes that in the interest of efficiency and to minimize costs it is appropriate at this time to respectfully request that this Court grant an order terminating the Receivership Proceeding and discharging the Receiver to be effective upon the filing by the Receiver with the Court of the Receiver's Discharge Certificate.
39. Accordingly, the Receiver believes it is appropriate and respectfully requests that this Court grant an order terminating the Receivership Proceedings and discharging the Receiver.

REQUEST FOR FEE APPROVAL

40. The Monitor and its counsel, GSNH, as former legal counsel to the Monitor, and NR, as the Monitor's current legal counsel, have maintained detailed records of their professional time and costs.
41. Pursuant to paragraphs 31 and 32 of the Initial Order, any expenditure or liability properly made or incurred by the Monitor, including the fees of the Monitor and the fees and disbursements of its legal counsel, are authorized to be paid by DEL on a periodic basis subject to the approval of this Court.
42. As per Paragraph 14 of the Limited Receivership Order, paragraphs 31 through 33 of the Initial Order, as they relate to the Monitor and the Monitor's legal counsel, shall apply *mutatis mutandis*, to the Receiver and the Receiver's legal counsel.
43. The Monitor and its counsel have been paid their fees and disbursements at their standard rates and charges by DEL from time to time as part of the CCAA Proceedings.
44. The Monitor and the Receiver are now seeking approval of its fees and disbursements, and those of its legal counsel, for the periods outlined below. The Monitor is also seeking approval of the estimated fees and disbursements of the Monitor and its legal counsel up to the effective date of the Monitor's discharge.
45. The combined total fees of the Monitor and of the Receiver during the period from April 15, 2020 to September 30, 2020 (the "**Monitor's Fee Period**") amount to \$98,823.56, with no disbursements during the period, excluding HST (collectively, the "**Monitor's Fees and Disbursements**"). The time spent by the Monitor's and Receiver's personnel during the Monitor's Fee Period is more particularly described in the Affidavit of Sheldon Title of the Monitor (the "**Title Affidavit**"), sworn in support hereof and attached hereto as **Appendix "C"**.
46. The total fees for services provided by GSNH and NR during the period from April 1, 2020 to September 30, 2020 (the "**GSNH and NR Fee Period**"), amount to \$20,459.00, together with expenses and disbursements in the amount of \$127.72, both excluding HST

(collectively the “**GSNH and NR Fees and Disbursements**”). The time spent by GSNH and NR personnel during the GSNH and NR Fee Period is more particularly described in the Affidavit of Jennifer Stam (the “**Stam Affidavit**”), sworn in support hereof and attached hereto as **Appendix “D”**. Exhibit “B” to the Stam Affidavit is a summary of the personnel, hours, and hourly rates charged by GSNH and NR in respect of the CCAA Proceedings for the GSNH and NR Fee Period. The Stam Affidavit also contains details of the fees and disbursements of Stewart McKelvey LLP (“**SM**”). SM was retained the by Monitor as a local agent in New Brunswick for the specific purpose of providing a security opinion in respect of New Brunswick law. The total fees and disbursements (excluding HST) of SM amount to \$3,030 (the “**SM Fees and Disbursements**”).

47. The Monitor’s fees and disbursements, including NR’s fees and disbursements, for the period subsequent to September 30, 2020 up to the effective date of the Monitor’s discharge will be calculated and billed at the standard hourly rates currently in effect. Barring unforeseen circumstances, the fees and disbursements of the Monitor and NR for the period from September 30, 2020 up to the effective date of the Monitor’s discharge are estimated not to exceed \$30,000, plus applicable taxes (the “**Accrual**”).

48. The Monitor respectfully submits that the Monitor’s Fees and Disbursements, the GSNH and NR Fees and Disbursements, the SM Fees and Disbursements, and the Accrual are reasonable in the circumstances and have been validly incurred in accordance with the provisions of the Initial Order and the Limited Receivership Order. Accordingly, the Monitor seeks the approval of the Monitor’s Fees and Disbursements, the GSNH and NR Fees and Disbursements and the SM Fees and Disbursements at their respective standard rates, which are comparable to the rates charged for the provision of similar services by other accounting and law firms in the jurisdictions in which the Monitor and its counsel operate.

MONITOR’S RECOMMENDATIONS

49. Based on the foregoing reasons, the Monitor respectfully recommends that the Court make an order granting the relief detailed in paragraph 3(e) of this Report and the Receiver

respectfully recommends the Court make an order granting the relief detailed in paragraph 3(f) of this Report.

All of which is respectfully submitted this 26th day of October 2020.

MNP LTD.,
in its capacities as Court-Appointed Monitor of
DEL Equipment Inc. and Receiver of the Limited Receivership Property

Per:



Sheldon Title, CPA, CA, CIRP, LIT
Senior Vice-President

APPENDIX A

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE) TUESDAY, THE 22ND
JUSTICE HAINEY) DAY OF OCTOBER, 2019

IN THE MATTER OF THE *COMPANIES' CREDITORS*
ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF DEL EQUIPMENT INC.

Applicant



INITIAL ORDER

THIS APPLICATION, made by Del Equipment Inc. (the “**Applicant**”), pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “**CCAA**”) was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of Douglas Lucky sworn October 20, 2019, and the Exhibits thereto (the “**Initial Affidavit**”), and the pre-filing report of MNP Ltd. in its capacity as the proposed Monitor of the Applicant (the “**Monitor**”), and on hearing the submissions of counsel for the Applicant, the Monitor, Diesel Equipment Limited, and those other parties present as indicated on the counsel sheet, and on reading the consent of MNP Ltd. to act as the Monitor,

SERVICE

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

APPLICATION

2. THIS COURT ORDERS AND DECLARES that the Applicant is a company to which the CCAA applies.

PLAN OF ARRANGEMENT

3. THIS COURT ORDERS that the Applicant shall have the authority to file and may, subject to further order of this Court, file with this Court a plan of compromise or arrangement (hereinafter referred to as the “**Plan**”).

POSSESSION OF PROPERTY AND OPERATIONS

4. THIS COURT ORDERS that the Applicant shall remain in possession and control of its current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof (the “**Property**”). Subject to further Order of this Court, the Applicant shall continue to carry on business in a manner consistent with the preservation of its business (the “**Business**”) and Property. The Applicant is authorized and empowered to continue to retain and employ the employees, consultants, agents, experts, accountants, counsel and such other persons (collectively “**Assistants**”) currently retained or employed by it, with liberty to retain such further Assistants as it deems reasonably necessary or desirable in the ordinary course of business or for the carrying out of the terms of this Order.

5. THIS COURT ORDERS that the Applicant shall be entitled to continue to utilize the central cash management system currently in place as described in the Initial Affidavit or replace it with another substantially similar central cash management system (the “**Cash Management System**”) and that any present or future bank providing the Cash Management System shall not be under any obligation whatsoever to inquire into the propriety, validity or legality of any transfer, payment, collection or other action taken under the Cash Management System, or as to

the use or application by the Applicant of funds transferred, paid, collected or otherwise dealt with in the Cash Management System, shall be entitled to provide the Cash Management System without any liability in respect thereof to any Person (as hereinafter defined) other than the Applicant, pursuant to the terms of the documentation applicable to the Cash Management System, and shall be, in its capacity as provider of the Cash Management System, an unaffected creditor under the Plan with regard to any claims or expenses it may suffer or incur in connection with the provision of the Cash Management System.

6. THIS COURT ORDERS that the Applicant shall be entitled to continue to use the corporate credit cards in place with Bank of Montreal and shall make full repayment of all amounts outstanding thereunder, including with respect to any pre-filing charges.

7. THIS COURT ORDERS that the Applicant shall be entitled but not required to pay the following expenses and satisfy the following obligations whether incurred prior to or after this Order:

- (a) all outstanding and future wages, salaries, compensation, employee benefits, pension contributions, vacation pay and expenses (including, without limitation, payroll and benefits processing and servicing expenses) payable on or after the date of this Order, in each case incurred in the ordinary course of business and consistent with existing compensation policies and arrangements;
- (b) the fees and disbursements of any Assistants retained or employed by the Applicant in respect of these proceedings, at their standard rates and charges;
- (c) all outstanding and future amounts related to honouring customer obligations, whether existing before or after the date of this Order, including with respect to customer warranty obligations and as relates to customer deposits and pre-payments, in each case incurred in the ordinary course of business and consistent with existing policies and procedures;
- (d) amounts owing by the Applicant to insurance premium financiers as necessary to ensure continued coverage for the Applicant under its existing insurance policies, including director and officer insurance; and

- (e) amounts owing for goods or services supplied to the Applicant prior to the date of this Order if, in the opinion of the Applicant and with the consent of the Monitor, such payment is necessary to maintain the operations of the Business.

8. THIS COURT ORDERS that, except as otherwise provided to the contrary herein, the Applicant shall be entitled but not required to pay all reasonable expenses incurred by the Applicant in carrying on the Business in the ordinary course after this Order, and in carrying out the provisions of this Order and any other Order of this Court, which expenses shall include, without limitation:

- (a) all expenses and capital expenditures reasonably necessary for the preservation of the Property or the Business including, without limitation, payments on account of insurance (including directors and officers insurance and including payments to entities who provide insurance premium financing), maintenance and security services; and
- (b) payment for goods or services actually supplied to the Applicant following the date of this Order.

9. THIS COURT ORDERS that the Applicant shall remit, in accordance with legal requirements, or pay:

- (a) any statutory deemed trust amounts in favour of the Crown in right of Canada or of any Province thereof or any other taxation authority which are required to be deducted from employees' wages, including, without limitation, amounts in respect of (i) employment insurance, (ii) Canada Pension Plan, (iii) Quebec Pension Plan, and (iv) income taxes;
- (b) all goods and services or other applicable sales taxes (collectively, "**Sales Taxes**") required to be remitted by the Applicant in connection with the sale of goods and services by the Applicant, but only where such Sales Taxes are accrued or collected after the date of this Order, or where such Sales Taxes were accrued or collected prior to the date of this Order but not required to be remitted until on or after the date of this Order; and

- (c) any amount payable to the Crown in right of Canada or of any Province thereof or any political subdivision thereof or any other taxation authority in respect of municipal realty, municipal business or other taxes, assessments or levies of any nature or kind which are entitled at law to be paid in priority to claims of secured creditors and which are attributable to or in respect of the carrying on of the Business by the Applicant.

10. THIS COURT ORDERS that, except as specifically permitted herein, the Applicant is hereby directed, until further Order of this Court: (a) to make no payments of principal, interest thereon or otherwise on account of amounts owing by the Applicant to any of its creditors as of this date; (b) to grant no security interests, trust, liens, charges or encumbrances upon or in respect of any of its Property; and (c) to not grant credit or incur liabilities except in the ordinary course of the Business or pursuant to this Order of any other Order of this Court.

RESTRUCTURING

11. THIS COURT ORDERS that the Applicant shall, subject to such requirements as are imposed by the CCAA and such covenants as may be contained in the Definitive Documents (as hereinafter defined), have the right to:

- (a) permanently or temporarily cease, downsize or shut down any of its Business or operations, and to dispose of redundant or non-material assets not exceeding \$650,000 in any one transaction or \$1,000,000 in the aggregate;
- (b) terminate the employment of such of its employees or temporarily lay off such of its employees as it deems appropriate;
- (c) disclaim such of its arrangements or agreements of any nature whatsoever with whomsoever, whether oral or written, as the Applicant deems appropriate, in accordance with Section 32 of the CCAA; and
- (d) pursue all avenues of refinancing or restructuring of its Business or Property, in whole or part, subject to prior approval of this Court being obtained before any material refinancing,

all of the foregoing to permit the Applicant to proceed with an orderly restructuring of the Business (the “**Restructuring**”).

12. THIS COURT ORDERS that until a real property lease is disclaimed in accordance with the CCAA, the Applicant shall pay, without duplication, all amounts constituting rent or payable as rent under real property leases (including, for greater certainty, common area maintenance charges, utilities and realty taxes and any other amounts payable to the landlord under the lease, but, for greater certainty, excluding accelerated rent or penalties, fees or other charges arising as a result of the insolvency of the Applicant or the making of this Order) or as otherwise may be negotiated between the Applicant and landlord from time to time (“**Rent**”), for the period commencing from and including the date of this Order, twice-monthly in equal payments on the first and fifteenth day of each month, in advance (but not in arrears). On the date of the first of such payments, any Rent relating to the period commencing from and including the date of this Order shall also be paid.

13. THIS COURT ORDERS that the Applicant shall provide each of the relevant landlords with notice of the Applicant’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 Applicant’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 Applicant, or by further Order of this Court upon application by the Applicant on at least two (2) days notice to such landlord and any such secured creditors. If the Applicant disclaims or resiliates the lease governing such leased premises in accordance with Section 32 of the CCAA, it shall not be required to pay Rent under such lease pending resolution of any such dispute (other than Rent payable for the notice period provided for in Section 32(5) of the CCAA), and the disclaimer or resiliation of the lease shall be without prejudice to the Applicant’s claim to the fixtures in dispute.

14. THIS COURT ORDERS that if a notice of disclaimer or resiliation is delivered pursuant to Section 32 of the CCAA, then (a) during the notice period prior to the effective time of the disclaimer or resiliation, the landlord may show the affected leased premises to prospective tenants during normal business hours, on giving the Applicant and the Monitor five (5) business

days' prior written notice, and (b) at the effective time of the disclaimer or resiliation, the relevant landlord shall be entitled to take possession of any such leased premises without waiver of or prejudice to any claims or rights such landlord may have against the Applicant in respect of such lease or leased premises, provided that nothing herein shall relieve such landlord of its obligation to mitigate any damages claimed in connection therewith.

NO PROCEEDINGS AGAINST THE APPLICANT OR THE PROPERTY

15. THIS COURT ORDERS that until and including November 21, 2019, or such later date as this Court may order (the "**Stay Period**"), no proceeding or enforcement process in any court or tribunal (each, a "**Proceeding**") shall be commenced or continued against or in respect of the Applicant or the Monitor, or affecting the Business or the Property, except with the written consent of the Applicant and the Monitor, or with leave of this Court, and any and all Proceedings currently under way against or in respect of the Applicant or affecting the Business or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

16. THIS COURT ORDERS that during the Stay Period, all rights and remedies of any individual, firm, corporation, governmental body or agency, or any other entities (all of the foregoing, collectively being "**Persons**" and each being a "**Person**") against or in respect of the Applicant or the Monitor, or affecting the Business or the Property, are hereby stayed and suspended except with the written consent of the Applicant and the Monitor, or leave of this Court, provided that nothing in this Order shall (i) empower the Applicant to carry on any business which the Applicant is not lawfully entitled to carry on, (ii) affect such investigations, actions, suits or proceedings by a regulatory body as are permitted by Section 11.1 of the CCAA, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien upon prior written notice to the Applicant and the Monitor.

NO INTERFERENCE WITH RIGHTS

17. THIS COURT ORDERS that during the Stay Period, no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, lease, sublease, licence or permit in favour of or held by the Applicant (in

each case whether written or oral), except with the written consent of the Applicant and the Monitor, or leave of this Court.

CONTINUATION OF SERVICES

18. THIS COURT ORDERS that during the Stay Period, all Persons having oral or written agreements with the Applicant or statutory or regulatory mandates for the supply of goods and/or services, including without limitation all truck chassis, truck equipment and parts suppliers, computer software, communication and other data services, centralized banking services, payroll and benefits services, insurance, transportation, utility, maintenance, security or other services to the Business or the Applicant, 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 Applicant, and that the Applicant shall be entitled to the continued use of its current premises, 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 Applicant in accordance with normal payment practices of the Applicant or such other practices as may be agreed upon by the supplier or service provider and each of the Applicant and the Monitor, or as may be ordered by this Court.

NON-DEROGATION OF RIGHTS

19. THIS COURT ORDERS that, notwithstanding anything else in this Order, no Person shall be prohibited from requiring immediate payment for goods, services, use of leased or licensed property or other valuable consideration provided on or after the date of this Order, nor shall any Person be under any obligation on or after the date of this Order to advance or re-advance any monies or otherwise extend any credit to the Applicant. Nothing in this Order shall derogate from the rights conferred and obligations imposed by the CCAA.

PROCEEDINGS AGAINST DIRECTORS AND OFFICERS

20. THIS COURT ORDERS that during the Stay Period, and except as permitted by subsection 11.03(2) of the CCAA, no Proceeding may be commenced or continued against any of the former, current or future directors or officers of the Applicant with respect to any claim

against the directors or officers that arose before the date hereof and that relates to any obligation of the Applicant whereby the directors or officers are alleged under any law to be liable in their capacity as directors or officers for the payment or performance of such obligation.

DIRECTORS' AND OFFICERS' INDEMNIFICATION AND CHARGE

21. THIS COURT ORDERS that the Applicant shall indemnify its current and future directors and officers (the “**D&Os**”) against obligations and liabilities that they may incur as directors or officers of the Applicant after the commencement of the within proceedings, including, without limitation, in respect of any failure to pay wages and source deductions, vacation pay, or other payments of the nature referred to in subparagraphs 7(a), 9(a), 9(b) or 9(c) of this Order except to the extent that, with respect to any director or officer, the obligation or liability was incurred as a result of such director’s or officer’s gross negligence or wilful misconduct.

22. THIS COURT ORDERS that the D&Os of the Applicant shall be entitled to the benefit of and are hereby granted a charge (the “**Directors’ Charge**”) on the Property, which charge shall not exceed an aggregate amount of \$1,200,000, as security for the indemnity provided in paragraph 21 of this Order. The Directors’ Charge shall have the priority set out in paragraphs 44 and 46 herein.

23. THIS COURT ORDERS that, notwithstanding any language in any applicable insurance policy to the contrary, (a) no insurer shall be entitled to be subrogated to or claim the benefit of the Directors’ Charge, and (b) the D&Os shall only be entitled to the benefit of the Directors’ Charge to the extent that they do not have coverage under any directors’ and officers’ insurance policy, or to the extent that such coverage is insufficient to pay amounts indemnified in accordance with paragraph 21 of this Order.

APPROVAL OF CHIEF RESTRUCTURING OFFICER ENGAGEMENT

24. THIS COURT ORDERS that:

- (a) the engagement agreement dated as of October 18, 2019 pursuant to which the Applicant has engaged 2255987 Ontario Limited operating as Strategic Results Advisors (“**SRA**”) to provide the services of Douglas Lucky to act as chief

restructuring officer to the Applicant (the “**CRO**”), a copy of which is attached as Exhibit “K” to the Initial Affidavit (the “**CRO Engagement Letter**”), and the appointment of the CRO pursuant to the terms thereof is hereby approved, including, without limitation, the payment of the fees and expenses contemplated thereby, including the success fee stipulated therein (the “**Success Fee**”);

- (b) the CRO shall not be or be deemed to be a director of the Applicant;
- (c) the CRO, in its capacity as an officer of the Applicant, shall be entitled to the benefit of the indemnity provided in paragraph 21 hereof and the Directors’ Charge;
- (d) neither SRA nor the CRO shall, as a result of the performance of their respective obligations and Duties under the CRO Engagement Letter in accordance with the terms of the CRO Engagement Letter, be deemed to be in Possession (as defined below) of any of the Property within the meaning of any Environmental Legislation (as defined below); provided, however, if SRA or the CRO is nevertheless later found to be in Possession of any Property, then SRA or the CRO, as the case may be, shall be deemed to be a person who has been lawfully appointed to take, or has lawfully taken, possession or control of such Property for the purposes of section 14.06(1.1)(c) of the *Bankruptcy and Insolvency Act* (“**BIA**”) and shall be entitled to the benefits and protections in relation to the Applicant and such Property as provided by section 14.06(2) of the BIA to a “trustee” in relation to an insolvent person and its property;
- (e) SRA and the CRO shall not have any liability with respect to any losses, claims, damages or liabilities, of any nature or kind, to any person from and after the date of this Order except to the extent such losses, claims, damages or liabilities result from the gross negligence or willful misconduct on the part of SRA or the CRO, provided further that in no event shall the liability of the CRO exceed the quantum of fees paid to SRA and the CRO;
- (f) no action or other proceeding shall be commenced directly, or by way of counterclaim, third party claim or otherwise, against or in respect of SRA and the

CRO, and all rights and remedies of any Person against or in respect of them are hereby stayed and suspended, except with the written consent of the CRO or with leave of this court on notice to the Applicant, the Monitor and the CRO. Notice of any such motion seeking leave of this Court shall be served upon the Applicant, the Monitor and the CRO at least seven (7) days prior to the return date of any such motion for leave; and

- (g) the obligations of the Applicant to SRA and the CRO pursuant to the CRO Engagement Letter shall be treated as unaffected and may not be compromised in any Plan or proposal filed under the BIA in respect of the Applicant.

APPOINTMENT OF MONITOR

25. THIS COURT ORDERS that MNP Ltd. is hereby appointed pursuant to the CCAA as the Monitor, an officer of this Court, to monitor the business and financial affairs of the Applicant with the powers and obligations set out in the CCAA or set forth herein and that the Applicant and its shareholders, officers, directors, and Assistants shall advise the Monitor of all material steps taken by the Applicant pursuant to this Order, and shall co-operate fully with the Monitor in the exercise of its powers and discharge of its obligations and provide the Monitor with the assistance that is necessary to enable the Monitor to adequately carry out the Monitor's functions.

26. THIS COURT ORDERS that the Monitor, in addition to its prescribed rights and obligations under the CCAA, is hereby directed and empowered to:

- (a) monitor the Applicant's receipts and disbursements;
- (b) report to this Court at such times and intervals as the Monitor may deem appropriate with respect to matters relating to the Property, the Business, and such other matters as may be relevant to the proceedings herein;
- (c) assist the Applicant, to the extent required by the Applicant, in its dissemination, to the DIP Lender and its counsel of financial and other information as agreed to between the Applicant and the DIP Lender which may be used in these proceedings including reporting on a basis to be agreed with the DIP Lender;

- (d) advise the Applicant in its preparation of the Applicant's cash flow statements and reporting required by the DIP Lender, which information shall be reviewed with the Monitor and delivered to the DIP Lender and its counsel on the terms agreed to by the Applicant and the DIP Lender;
- (e) advise the Applicant in its development of the Plan and any amendments to the Plan;
- (f) assist the Applicant, to the extent required by the Applicant, with the holding and administering of creditors' or shareholders' meetings for voting on the Plan;
- (g) have full and complete access to the Property, including the premises, books, records, data, including data in electronic form, and other financial documents of the Applicant to the extent that is necessary to adequately assess the Applicant's business and financial affairs or to perform its duties arising under this Order;
- (h) assist the Applicant with respect to the consideration, development and implementation of any Restructuring initiatives, including with respect to the Sale Process (as defined below);
- (i) be at liberty to engage independent legal counsel or such other persons as the Monitor deems necessary or advisable, including the services or employees of its affiliates, respecting the exercise of its powers and performance of its obligations under this Order;
- (j) carry out such duties and responsibilities as set out in this Order, including in respect of the Sale Process; and
- (k) perform such other duties as are required by this Order or by this Court from time to time.

27. THIS COURT ORDERS that the Monitor shall not take possession of the Property and shall take no part whatsoever in the management or supervision of the management of the Business and shall not, by fulfilling its obligations hereunder, be deemed to have taken or maintained possession or control of the Business or Property, or any part thereof.

28. THIS COURT ORDERS that nothing herein contained shall require the Monitor 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 *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, or the *Ontario Occupational Health and Safety Act* and regulations thereunder (the “**Environmental Legislation**”), provided however that nothing herein shall exempt the Monitor from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Monitor shall not, as a result of this Order or anything done in pursuance of the Monitor’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.

29. THIS COURT ORDERS that that the Monitor shall provide any creditor of the Applicant and the DIP Lender with information provided by the Applicant in response to reasonable requests for information made in writing by such creditor addressed to the Monitor. The Monitor shall not have any responsibility or liability with respect to the information disseminated by it pursuant to this paragraph. In the case of information that the Monitor has been advised by the Applicant is confidential, the Monitor shall not provide such information to creditors unless otherwise directed by this Court or on such terms as the Monitor and the Applicant may agree.

30. THIS COURT ORDERS that, in addition to the rights and protections afforded the Monitor under the CCAA or as an officer of this Court, the Monitor shall incur no liability or obligation as a result of its appointment or the carrying out of the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part. Nothing in this Order shall derogate from the protections afforded the Monitor by the CCAA or any applicable legislation.

31. THIS COURT ORDERS that the Monitor, counsel to the Monitor, counsel to the Applicant, the financial advisor to the Applicant and the CRO (as defined below) shall be paid their reasonable fees and disbursements, in each case on the terms set forth in their respective

engagement letters and at their standard rates and charges and whether incurred prior to, on or after the date hereof, by the Applicant as part of the costs of these proceedings. The Applicant is hereby authorized and directed to pay the accounts of the Monitor, counsel for the Monitor, counsel for the Applicant, the financial advisor for the Applicant and the CRO in accordance with the payment terms agreed between the Applicant and such parties and, in addition, the Applicant is hereby authorized to pay to the Monitor, counsel to the Monitor, counsel to the Applicant, the financial advisor to the Applicant and the CRO retainers in the amounts agreed with such parties, to be held by each of them as security for payment of their respective fees and disbursements outstanding from time to time.

32. THIS COURT ORDERS that the Monitor and its legal counsel shall pass their accounts from time to time, and for this purpose the accounts of the Monitor and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

33. THIS COURT ORDERS that the Monitor, counsel to the Monitor, the Applicant's counsel, the Applicant's financial advisor and the CRO shall be entitled to the benefit of and are hereby granted a charge (the "**Administration Charge**") on the Property, which charge shall not exceed an aggregate amount of \$400,000, as security for their professional fees and disbursements (but excluding the Success Fee) incurred both before and after the granting of this Order at the standard rates and charges of the Monitor, such counsel and advisors and the CRO, subject to the terms set forth in their respective engagement letters, and the CRO shall be entitled to the benefit of and is hereby granted a charge (the "**Success Fee Charge**") on the Property, as security for the Success Fee. The Administration Charge and the Success Fee Charge shall have the priority set out in paragraphs 44 and 46 hereof.

SALE PROCESS

34. THIS COURT ORDERS that the Sale Process (as defined in the Initial Affidavit and appended as Exhibit "L" to the Initial Affidavit) be and is hereby approved.

35. THIS COURT ORDERS that the Applicant and its advisors (including, without limitation, the CRO), and the Monitor and its advisors, are authorized and directed to commence the Sale Process in accordance with its terms. The Applicant, the CRO and the Monitor are hereby authorized and directed to perform their respective obligations in connection with the

Sale Process and to do all things reasonably necessary in relation to such obligations, subject to the terms of the Sale Process.

36. THIS COURT ORDERS that the Applicant, the CRO and the Monitor and their respective affiliates, partners, directors, employees, counsel, advisors, agents, shareholders and controlling persons shall have no liability with respect to any and all losses, claims, damages or liability of any nature or kind to any person in connection with or as a result of the Sale Process, except to the extent such losses, claims, damages or liabilities result from the gross negligence or wilful misconduct of such party in performing its obligations under the Sale Process, as determined by this Court.

37. THIS COURT ORDERS that, pursuant to clause 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act*, the Applicant, the CRO and the Monitor are hereby authorized and permitted to disclose and transfer to each potential bidder (the “**Bidders**”) and to their representatives (the “**Representatives**”), if requested by such Bidders, personal information of identifiable individuals, including, without limitation, all human resources and payroll information in the Applicant’s records pertaining to the Applicant’s past and current employees, but only to the extent desirable or required to negotiate or attempt to complete a sale or other strategic transaction as contemplated by the Sale Process (a “**Sale**”). Each Bidder or Representative 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 for the purpose of effecting a Sale, and if it does not complete a Sale, shall return all such information to the Applicant, or in the alternative destroy all such information and provide confirmation of its destruction if requested by the Applicant or the Monitor. Any Bidder under a Successful Bid (as defined in the Sale Process) (a “**Successful Bidder**”) shall maintain and protect the privacy of such information and, upon closing of the transaction contemplated in any Successful Bid, shall be entitled to use the personal information provided to it that is related to the Property acquired pursuant to the Sale Process in a manner that is in all material respects identical to the prior use of such information by the Applicant, and shall return all other personal information to the Applicant or the Monitor, or ensure that all other personal information is destroyed and provide confirmation of its destruction if requested by the Applicant or the Monitor.

DIP FINANCING

38. THIS COURT ORDERS that the Applicant is hereby authorized and empowered to obtain and borrow under a credit facility from Diesel Equipment Limited (the “**DIP Lender**”) in order to finance the Applicant’s working capital requirements and other general corporate purposes and capital expenditures, provided that borrowings under such credit facility shall not exceed \$1 million (plus accrued and unpaid interest) unless permitted by further Order of this Court.

39. THIS COURT ORDERS THAT such credit facility shall be on the terms and subject to the conditions set forth in the DIP Financing Term Sheet between the Applicant and the DIP Lender dated as of October 21, 2019 (the “**DIP Credit Agreement**”), filed.

40. THIS COURT ORDERS that the Applicant is hereby authorized and empowered to execute and deliver such credit agreements, mortgages, charges, hypothecs and security documents, guarantees and other definitive documents (collectively, the “**Definitive Documents**”), as are contemplated by the DIP Credit Agreement or as may be reasonably required by the DIP Lender pursuant to the terms thereof, and the Applicant is hereby authorized and directed to pay and perform all of its indebtedness, interest, fees, liabilities and obligations to the DIP Lender under and pursuant to the DIP Credit Agreement and the Definitive Documents as and when the same become due and are to be performed, notwithstanding any other provision of this Order.

41. THIS COURT ORDERS that the DIP Lender shall be entitled to the benefit of and is hereby granted a charge (the “**DIP Lender’s Charge**”) on the Property, which charge shall not exceed the aggregate amount owed to the DIP Lender under the DIP Credit Agreement and the other Definitive Documents. The DIP Lender’s Charge shall have the priority set out in paragraphs 44 and 46 hereof.

42. THIS COURT ORDERS that, notwithstanding any other provision of this Order:

- (a) the DIP Lender may take such steps from time to time as it may deem necessary or appropriate to file, register, record or perfect the DIP Lender’s Charge or any of the Definitive Documents;

- (b) upon the occurrence of an event of default under the DIP Credit Agreement, the other related Definitive Documents or the DIP Lender's Charge, the DIP Lender, may, subject to the provisions of the DIP Credit Agreement with respect to the giving of notice or otherwise, and in accordance with the DIP Lender's Charge, as applicable, cease making advances to the Applicant, make demand, accelerate payment and give other notices; provided that, the DIP Lender must apply to this Court on five (5) business days' prior written notice (which may include the service of materials in connection with such an application to this Court) to the Applicant and the Monitor, to enforce against or exercise any other rights and remedies with respect to the Applicant or any of the Property (including to set off and/or consolidate any amounts owing by the DIP Lender to the Applicant against the obligations of the Applicant to the DIP Lender under the DIP Credit Agreement, the other related Definitive Documents or the DIP Lender's Charge, to appoint a receiver, receiver and manager or interim receiver, or to seek a bankruptcy order against the Applicant and to appoint a trustee in bankruptcy of the Applicant; and

- (c) the foregoing rights and remedies of the DIP Lender shall be enforceable against any trustee in bankruptcy, interim receiver, receiver or receiver and manager of the Applicant or the Property.

43. THIS COURT ORDERS AND DECLARES that the DIP Lender shall be treated as unaffected in any plan of arrangement or compromise filed by the Applicant under the CCAA, or any proposal filed by the Applicant under the BIA with respect to any advances made under the Definitive Documents.

VALIDITY AND PRIORITY OF CHARGES CREATED BY THIS ORDER

44. THIS COURT ORDERS that the priorities of the Administration Charge, the Directors' Charge, the DIP Lender's Charge and the Success Fee Charge, as among them, shall be as follows:

First – Administration Charge (to the maximum amount of \$400,000);

Second – Directors’ Charge (to the maximum amount of \$1,200,000);

Third – DIP Lender’s Charge; and

Fourth – Success Fee Charge (to the maximum amount of \$100,000).

45. THIS COURT ORDERS that the filing, registration or perfection of the Administration Charge, the Directors’ Charge, the DIP Lender’s Charge and the Success Fee Charge (collectively, the “**Charges**”) shall not be required, and that the Charges shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered, recorded or perfected subsequent to the Charges coming into existence, notwithstanding any such failure to file, register, record or perfect.

46. THIS COURT ORDERS that each of the Charges shall constitute a charge on the Property and such Charges shall rank in priority to all other security interests, trusts, liens, charges and encumbrances, claims of secured creditors, statutory or otherwise (collectively, “**Encumbrances**”) in favour of any Person, except for any secured creditor of the Applicant who did not receive notice of the application for this Order.

47. THIS COURT ORDERS that the Applicant shall be entitled, on a subsequent motion on notice to those Persons likely to be affected thereby, to seek priority of the Charges ahead of any Encumbrance over which the Charges have not obtained priority.

48. THIS COURT ORDERS that except as otherwise expressly provided for herein, or as may be approved by this Court, the Applicant shall not grant any Encumbrances over any Property that rank in priority to, or *pari passu* with, any of the Charges, unless the Applicant also obtains the prior written consent of the Monitor, the DIP Lender and the beneficiaries of the applicable Charges, or further Order of this Court.

49. THIS COURT ORDERS that the Charges shall not be rendered invalid or unenforceable and the rights and remedies of the chargees entitled to the benefit of the Charges (collectively, the “**Chargees**”) thereunder shall not otherwise be limited or impaired in any way by (a) the pendency of these proceedings and the declarations of insolvency made herein; (b) any application(s) for bankruptcy order(s) issued pursuant to BIA, or any bankruptcy order made pursuant to such applications; (c) the filing of any assignments for the general benefit of

creditors made pursuant to the BIA; (d) the provisions of any federal or provincial statutes; or (e) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any existing loan documents, lease, sublease, offer to lease or other agreement (collectively, an “**Agreement**”) which binds the Applicant, and notwithstanding any provision to the contrary in any Agreement:

- (a) neither the creation of the Charges nor the execution, delivery, perfection, registration or performance of the DIP Credit Agreement or the Definitive Documents shall create or be deemed to constitute a breach by the Applicant of any Agreement to which it is a party;
- (b) none of the Chargees shall have any liability to any Person whatsoever as a result of any breach of any Agreement caused by or resulting from the Applicant entering into the DIP Credit Agreement, the creation of the Charges, or the execution, delivery or performance of the Definitive Documents; and
- (c) the payments made by the Applicant pursuant to this Order, the DIP Credit Agreement or the Definitive Documents and the granting of the Charges, do not and will not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct, or other challengeable or voidable transactions under any applicable law.

50. THIS COURT ORDERS that any Charge created by this Order over leases of real property in Canada shall only be a Charge in the Applicant’s interest in such real property leases.

SERVICE AND NOTICE

51. THIS COURT ORDERS that the Monitor shall (i) without delay, publish in The Globe and Mail (National Edition) a notice containing the information prescribed under the CCAA, (ii) within five days after the date of this Order, (A) make this Order publicly available in the manner prescribed under the CCAA, (B) send, in the prescribed manner, a notice to every known creditor who has a claim against the Applicant of more than \$1,000, and (C) prepare a list showing the names and addresses of those creditors and the estimated amounts of those claims, and make it

publicly available in the prescribed manner, all in accordance with Section 23(1)(a) of the CCAA and the regulations made thereunder.

52. THIS COURT ORDERS that the E-Service Protocol of the Commercial List (the “**Protocol**”) is approved and adopted by reference herein and in, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <http://www.ontariocourts.ca/scj/practice/practice-directions/Toronto/e-service-protocol/>) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL: www.mnpdebt.ca/DELEquipment (the “**Website**”).

53. THIS COURT ORDERS that the Monitor shall create, maintain and update as necessary a list of all Persons appearing in person or by counsel in this proceedings (the “**Service List**”). The Monitor shall post the Service List, as may be updated from time to time, on the Website, provided that the Monitor shall have no liability in respect of the accuracy of, or the timeliness or making any changes to, the Service List.

54. THIS COURT ORDERS that if the service or distribution of documents in accordance with the Protocol is not practicable, the Applicant and the Monitor are at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile or other electronic transmission to the Applicant’s creditors or other interested parties at their respective addresses as last shown on the records of the Applicant and that any such service or distribution shall be deemed to be received; (a) if sent by courier, on the next business day following the date of forwarding thereof, (b) if delivered by personal delivery or facsimile or other electronic transmission, on the day so delivered, and (c) if sent by ordinary mail, on the third business day after mailing.

55. THIS COURT ORDERS that the Applicant and the Monitor and their counsel are at liberty to serve or distribute this Order, any other materials and orders as may be reasonably

required in these proceedings, including any notices, or other correspondence, by forwarding true copies thereof by electronic message to the Applicant's creditors or other interested parties and their advisors. For greater certainty, any such distribution or service shall be deemed to be in satisfaction of a legal or judicial obligation, and notice requirements within the meaning of clause 3(c) of the *Electronic Commerce Protection Regulations*, Reg. 81000-2-175 (SOR/DORS).

56. THIS COURT ORDERS that, except with respect to any motion to be heard on the Comeback Date (as defined below), and subject to further Order of this Court in respect of urgent motions, any interested party wishing to object to the relief sought in a motion brought by the Applicant or Monitor in these proceedings shall, subject to further Order of this Court, provide the Service List with responding motion materials or a written notice (including by e-mail) stating its objection to the motion and the grounds for such objection by no later than 5:00 p.m. (Toronto time) on the date that is four (4) days prior to the date such motion is returnable (the "**Objection Deadline**"). The Monitor shall have the ability to extend the Objection Deadline after consulting with the Applicant.

57. THIS COURT ORDERS that following the expiry of the Objection Deadline, counsel to the Monitor or counsel to the Applicant shall inform the Court including by way of a 9:30 a.m. appointment, of the absence or the status of any objections to the motion and the judge having carriage of the motion may determine whether the motion should proceed at a 9:30 a.m. chambers appointment or otherwise on consent, or whether a hearing will be held in the ordinary course on the date specified in the notice of motion.

GENERAL

58. THIS COURT ORDERS that the Applicant or the Monitor may from time to time apply to this Court to amend, vary or supplement this Order, or for advice and directions concerning the discharge of their respective powers and duties under this Order or the interpretation of application of this Order.

59. THIS COURT ORDERS that nothing in this Order shall prevent the Monitor from acting as an interim receiver, a receiver, a receiver and manager, or a trustee in bankruptcy of the Applicant, the Business or the Property.

60. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, the United States or any other foreign jurisdiction, to give effect to this Order and to assist the Applicant, the Monitor and their respective 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 Applicant and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor in any foreign proceeding, or to assist the Applicant and the Monitor and their respective agents in carrying out the terms of this Order.

61. THIS COURT ORDERS that each of the Applicant and the Monitor 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 Monitor 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.

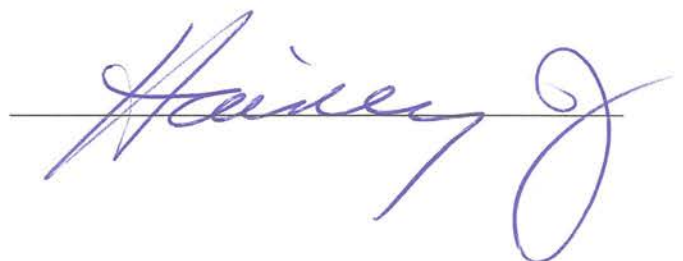
62. THIS COURT ORDERS that any interested party (other than the Applicant and the Monitor) that wishes to amend or vary this Order shall bring a motion before this Court on a date to be fixed by this Court upon the granting of this Order (the “**Comeback Date**”), and any such interested party shall give not less than seven (7) days notice to the Service List and any other party or parties likely to be affected by the relief sought by such party in advance of the Comeback Date; provided, however that the Chargees shall be entitled to rely on this Order as issued and entered and on the Charges with respect to any fees and disbursement incurred until the date this Order may be amended, varied or stayed.

63. THIS COURT ORDERS that this Order and all of its provisions are effective as of 12:01 a.m. (Toronto time) on the date of this Order.

ENTERED AT / INSCRIT À TORONTO
ON / BOOK NO:
LE / DANS LE REGISTRE NO:

OCT 22 2019

PER / PAR: JP

A handwritten signature in blue ink, appearing to read "Hainey", is written over a horizontal line.

**IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C.
1985, c. C-36, AS AMENDED
AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF DEL
EQUIPMENT INC.**

Court File No: CJ-14-629552
-0000

Applicant

<p>ONTARIO SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST) Proceeding commenced at Toronto</p>	
<p>INITIAL ORDER</p>	
<p>GOODMANS LLP Barristers & Solicitors 333 Bay Street, Suite 3400 Toronto, Canada M5H 2S7</p>	
<p>Christopher G. Armstrong LSO#: 55148B carmstrong@goodmans.ca</p>	
<p>Andrew Harmes LSO#: 73221A aharmes@goodmans.ca</p>	
<p>Tel: (416) 979-2211 Fax: (416) 979-1234</p>	
<p>Lawyers for Del Equipment Inc.</p>	

APPENDIX B

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE MR.

)

WEDNESDAY, THE 29TH

JUSTICE HAINEY

)

DAY OF APRIL, 2020

)



DIESEL EQUIPMENT LIMITED

Applicant

- and -

DEL EQUIPMENT INC.

Respondent

IN THE MATTER OF AN APPLICATION UNDER
SECTION 243(1) OF THE *BANKRUPTCY AND
INSOLVENCY ACT*, R.S.C. 1985, c. B-3, AS AMENDED

LIMITED RECEIVERSHIP ORDER

THIS APPLICATION, made by Diesel Equipment Limited (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 MNP Ltd. as receiver (in such capacity, the "**Receiver**") without security, of the Limited Receivership Property (as defined below) for the purposes of the *Wage Earner Protection Program Act*, S.C. 2005, c. 47, as amended (the "**WEPPA**"), was heard this day by videoconference in light of the COVID-19 crisis.

ON READING the affidavit of Douglas Lucky sworn April 20, 2020 and the Exhibits thereto, the Third Report (the "**Third Report**") of MNP Ltd. ("**MNP**") in its capacity as monitor of the Del Equipment Inc. ("**DEL**") in its proceedings under the *Companies' Creditors*

Arrangement Act, R.S.C. 1985, c. C-36, as amended (Court File No. CV-19-629552-00CL) (the “**CCAA Proceedings**”), and on hearing the submissions of counsel for the Applicant, DEL, MNP (as the proposed Receiver), and those other parties present as indicated on the counsel sheet, and on reading the consent of MNP to act as the Receiver,

SERVICE AND DEFINITIONS

1. **THIS COURT ORDERS** that the time for service of the Notice of Application and the Application is hereby abridged and validated so that this Application is properly returnable today and hereby dispenses with further service thereof.
2. **THIS COURT ORDERS** that capitalized terms used herein and not otherwise defined have the meanings given to them in the Initial Order of this Court made in the CCAA Proceedings dated October 22, 2019 (as amended, the “**Initial Order**”).

LIFTING THE STAY

3. **THIS COURT ORDERS** that the stay of proceedings granted by this Court under the Initial Order is hereby lifted with respect to DEL and the Limited Receivership Property solely to allow: (i) the appointment of the Receiver over the Limited Receivership Property; and (ii) the Receiver to act in respect of the Limited Receivership Property in accordance with the provisions of this Order.

APPOINTMENT

4. **THIS COURT ORDERS** that pursuant to Section 243(1) of the BIA, MNP is hereby appointed Receiver, without security, over the bank account listed at Schedule “A” to this Order to a maximum of twenty dollars (\$20) (the “**Limited Receivership Property**”) and to no other property or assets of DEL until one of the following events occurs:
 - (a) the filing of an assignment in bankruptcy in respect of DEL; or
 - (b) the issuance of any order by this Court terminating the mandate of the Receiver.

RECEIVER'S POWERS

5. **THIS COURT ORDERS** that the Receiver will be empowered and authorized, but not obligated, to act at once in respect of the Limited Receivership Property and the Receiver will be expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:
 - (a) subject to paragraphs 11 and 12 of this Order, to exercise control over the Limited Receivership Property;
 - (b) to perform its statutory obligations under the WEPPA;
 - (c) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations; and
 - (d) to engage counsel to assist with the exercise of the Receiver's powers conferred by this Order.

6. **THIS COURT ORDERS** that the Receiver be and is hereby relieved from compliance with the provision of Sections 245(1), 245(2) and 246 of the BIA, provided that the Receiver shall provide notice of its appointment in the prescribed form and manner to the Superintendent of Bankruptcy, accompanied by the prescribed fee.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

7. **THIS COURT ORDERS** that (i) DEL, (ii) all of its directors, officers, employees, agents and representatives, 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 cooperate with the Receiver in the exercise of the powers that are granted pursuant to the terms of this Order and shall advise the Receiver of the existence of any books, documents, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the Limited Receivership Property and the employees of DEL for the purposes of complying with its statutory obligations under the WEPPA, and any computer programs, computer tapes, computer disks, or other data storage media relating

to 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 7 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.

8. **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.

NO PROCEEDINGS AGAINST THE RECEIVER

9. **THIS COURT ORDERS** that the stay of proceedings in effect in accordance with paragraphs 15 and 16 of the Initial Order shall apply *mutatis mutandis* to any Proceedings (as defined in the Initial Order) or any right or remedy against or in respect of the Receiver and the Limited Receivership Property and nothing herein shall derogate from the stay of proceedings in effect pursuant to the Initial Order, except to the extent necessary to give effect to the appointment of the Receiver.

EMPLOYEES

10. **THIS COURT ORDERS** that all employees of DEL shall remain the employees of DEL until such time as DEL 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.

LIMITATION ON ENVIRONMENTAL LIABILITIES

11. **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 Limited Receivership Property or any of DEL's other assets, property or undertaking, including (without limitation) 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 *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, or the *Ontario Occupational Health and Safety Act* and regulations thereunder (the "**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.

POSSESSION OF THE LIMITED RECEIVERSHIP PROPERTY

12. **THIS COURT ORDERS** that the Receiver shall take no part whatsoever in the management or the supervision of the management of DEL's business and 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 or be deemed to have taken any steps to dispose of any of the Limited Receivership Property, or of any other assets, property or undertaking of DEL, including (without limitation) within the meaning of any Environmental Legislation, unless it is actually in possession. Any distribution of
-

the Limited Receivership Property shall be made only upon further Order of this Court following service and notice as required by the Initial Order.

LIMITATION ON THE RECEIVER'S LIABILITY

13. **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 or in respect of its obligations under Sections 81.4(5) or 81.6(3) of the BIA or the WEPPA, save and except for any gross negligence or willful misconduct on its part. 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.

COSTS OF ADMINISTRATION

14. **THIS COURT ORDERS** that paragraphs 31, 32 and 33 of the Initial Order as they relate to the Monitor and the Monitor's legal counsel shall apply *mutatis mutandis* to the Receiver and the Receiver's legal counsel. The Receiver and the Receiver's legal counsel shall be entitled to the benefit of the Administration Charge on the Property (each as defined in the Initial Order) as security for their professional fees and disbursements incurred at their standard rates and charges subject to the maximum amount set out in the Initial Order and with the priority set out in the Initial Order. The fees and disbursements of the Receiver and the Receiver's counsel shall not be subject to Sections 246(3) or 248(2) of the BIA.

SERVICE AND NOTICE

15. **THIS COURT ORDERS** that, subject to further Order of the Court, service and notice with respect to this Order and the appointment of the Receiver shall be in accordance with Paragraphs 51, 52 and 53 of the Initial Order.

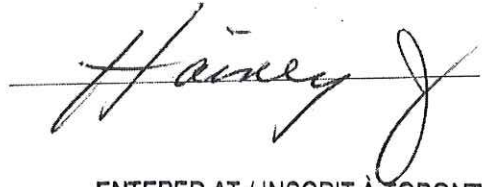
INITIAL ORDER

16. **THIS COURT ORDERS** that, except as expressly stated herein with respect to the Limited Receivership Property, nothing herein amends the terms of the Initial Order,

including the powers, authorizations, obligations and protections for the Monitor, DEL and DEL's directors and officers contained in the Initial Order.

GENERAL

17. **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.
18. **THIS COURT ORDERS** that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of DEL.
19. **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.
20. **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 Applicant, the Receiver, DEL 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.



ENTERED AT / INSCRIT À TORONTO
ON / BOOK NO:
LE / DANS LE REGISTRE NO:

APR 29 2020

PER / PAR: *RW*

SCHEDULE "A"

LIMITED RECEIVERSHIP PROPERTY

Bank #: 001 Bank of Montreal

Transit #: 00022

Account #: 1706-969

**IESEL EQUIPMENT LIMITED, APPLICANT - AND -
EL EQUIPMENT INC., RESPONDENT**

**ND IN THE MATTER OF AN APPLICATION UNDER SECTION 243(1) OF THE
ANKRUPTCY AND INSOLVENCY ACT, R.S.C. 1985, c. B-3, AS AMENDED**

ONTARIO SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST) Proceeding commenced at Toronto
LIMITED RECEIVERSHIP ORDER
WILSON VUKELICH LLP Valleywood Corporate Centre 60 Columbia Way, 7th Floor Markham, Ontario Canada L3R 0C9
Christopher A.L. Caruana LSO#: 39377U ccaruana@wvllp.ca
Tel: (905) 940-8700 Fax: (905) 940-8785
Lawyers for Diesel Equipment Limited

APPENDIX C

Court File No. CV-19-629552-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,
R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE
OR ARRANGEMENT OF DEL EQUIPMENT INC.

-AND-

Court File No. CV-20-00640027-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

DIESEL EQUIPMENT LIMITED

Applicant

- and -

DEL EQUIPMENT INC.

Respondent

IN THE MATTER OF AN APPLICATION UNDER
SECTION 243(1) OF THE BANKRUPTCY AND INSOLVENCY ACT, R.S.C. 1985, C. B-3,
AS AMENDED

AFFIDAVIT OF SHELDON TITLE
(Sworn October 23, 2020)

I, Sheldon Title, of the City of Richmond Hill, in the Province of Ontario,

MAKE OATH AND SAY AS FOLLOWS:

1. I am a Senior Vice President and a Licensed Insolvency Trustee with MNP Ltd. (“**MNP**”) the Court-appointed Monitor (the “**Monitor**”) and Court-Appointed Receiver (the “**Receiver**”) of Del Equipment Inc (the “**Company**”) and as such have knowledge of the matters deposed to herein, except where such knowledge is stated to be based on information and belief, in which case I state the source of the information and verily believe such information to be true.
2. On October 22, 2019, the Ontario Superior Court of Justice (Commercial List) made an initial order granting the Company relief pursuant to the *Companies Creditors’ Arrangement Act* and appointing MNP as Monitor in the CCAA proceedings.
3. On April 29, 2020, on the application of Diesel Equipment Limited, MNP was appointed as the Receiver, without security, over the DEL bank account specified in the limited receivership Order to a maximum of \$20 (the “**Limited Receivership Property**”) pursuant to Section 243(1) of the Bankruptcy and Insolvency Act, R.S.C. 1985, c. B-3, as amended. The Receiver’s duties were limited to exercising control over the Limited Receivership Property, performing its statutory obligations under the *Wage Earner Protection Program Act*, and to take any steps reasonably incidental to the exercise of these powers or performance of any statutory obligations.
4. In appointing MNP Ltd. as the Receiver, the Court ordered that paragraphs 31, 32 and 33 of the Initial Order as they relate to the Monitor and the Monitor's legal counsel shall apply *mutatis mutandis* to the Receiver and the Receiver's legal counsel.
5. The Monitor has prepared Statements of Account in connection with its appointment as Monitor detailing its services rendered and disbursements incurred for the period April 15,

2020 to September 30, 2020. Attached hereto and marked as **Exhibit "A"** to this my Affidavit is a summary of the Statements of Account.

6. Attached hereto and marked as **Exhibit "B"** are copies of MNP's Statements of Account in connection with its appointment as the Monitor. The average hourly rate in respect of these accounts is \$474.66.
7. The Receiver has prepared Statements of Account in connection with its appointment as Receiver detailing its services rendered and disbursements incurred for the period April 30, 2020 to September 30, 2020. Attached hereto and marked as **Exhibit "C"** to this my Affidavit is a summary of the Statements of Account.
8. Attached hereto and marked as **Exhibit "D"** are copies of MNP's Statements of Account in connection with its appointment as the Receiver. The average hourly rate in respect of these accounts is \$256.25.
9. The particulars of the professionals who performed the work, the time spent, and fees associated with such work are contained in the attached Statements of Account.
10. I hereby confirm that the information detailed herein and attached accurately reflects the services provided by the Monitor and Receiver in these proceedings and the fees and disbursements claimed by it.
11. This affidavit is sworn in support of a motion to, *inter alia*, approve the costs of administration, and a final taxation of the Receiver and Monitor's accounts and for no other or improper purpose.

SWORN before me via videoconference)
this 23rd day of October, 2020.)



A Commissioner, etc.)



SHELDON TITLE

Attached is Exhibit "A"

Referred to in the

AFFIDAVIT OF SHELDON TITLE

Sworn before me via videoconference

This 23rd day of October 2020



Commissioner for taking Affidavits, etc.

**CCAA PROCEEDINGS - DEL EQUIPMENT INC
SUMMARY OF STATEMENTS OF ACCOUNT OF
MNP LTD IN ITS CAPACITY AS MONITOR
FOR THE PERIOD OF APRIL 15, 2020 TO SEPTEMBER 30, 2020**

MNP INVOICE	DATE	HOURS	FEES	DISBURSEMENTS	HST	TOTAL
9272508	06-May-20	56.15	\$ 24,832.10	\$ -	\$ 3,228.17	\$ 28,060.27
9356475	09-Jun-20	22.8	12,801.40		1,664.18	14,465.58
9397480	15-Jul-20	8.5	5,110.20		664.33	5,774.53
9425566	11-Aug-20	3.3	2,052.60	-	266.84	2,319.44
9457256	10-Sep-20	22.5	9,694.00	-	1,260.22	10,954.22
9485165	05-Oct-20	38.4	17,491.20		2,273.86	19,765.06
		151.65	\$ 71,981.50	\$ -	\$ 9,357.60	\$ 81,339.10
	Avg. Hourly Rate		\$ 474.66			

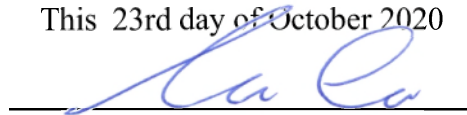
Attached is Exhibit "B"

Referred to in the

AFFIDAVIT OF SHELDON TITLE

Sworn before me via videoconference

This 23rd day of October 2020

A handwritten signature in blue ink is written over a solid horizontal line. The signature is cursive and appears to be the name of the Commissioner.

Commissioner for taking Affidavits, etc.

Invoice



Invoice Number : 9272508

Client Number : 0785562

Invoice Date : May 6 2020

Invoice Terms : Due Upon Receipt

DEL Equipment Inc.
210 Harry Walker Pkwy N
Newmarket, ON L3Y 7B4

For Professional Services Rendered :

For professional services rendered in our capacity as Monitor of DEL Equipment Inc. in connection with its CCAA Proceedings for the period ending April 30, 2020 24,832.10

Harmonized Sales Tax : 3,228.17

Total (CAD) : 28,060.27

HST Registration Number : 103697215 RT 0001

Invoices are due and payable upon receipt.

Thank you for your business. We sincerely appreciate your trust in us.

Licensed Insolvency Trustees
111 RICHMOND STREET WEST, SUITE 300;
TORONTO ON; M5H 2G4
P: (416) 596-1711 F: (416) 596-7894 www.MNPDebt.ca

DETAILED TIME CHARGES

DATE	PROFESSIONAL	HOURS	DETAILED TIME DESCRIPTIONS
15-Apr-2020	Akhil Kapoor	.20	Email communication with Jason and Isabel re: obtaining actual and projected cash flows and discussion with GT about projected cash flow format
16-Apr-2020	Akhil Kapoor	1.00	Preparing actual vs projected report for the 8-week period ended April 5, 2020 and understanding the variances
16-Apr-2020	Akhil Kapoor	.10	Email communication with Sheldon and Isabel (DEL) re DEL actual and projected cash flows
16-Apr-2020	Akhil Kapoor	1.00	Review of actual numbers- collections, supplier payments, facility costs, payroll and other costs
17-Apr-2020	Akhil Kapoor	.40	Glancing through the projected cash flows received from J. Kanji and D. Lucky for the purpose of discussion with Jason in the evening
17-Apr-2020	Akhil Kapoor	.80	Call with Isabel re queries in the actual cash flows, reviewing all tabs and understanding breakup of all numbers
17-Apr-2020	Akhil Kapoor	.50	Call with J. Kanji re structure of projected cash flows and flow of the worksheets, understanding broad numbers such as payment to Diesel, period of the projections, liquidation of certain assets etc.
17-Apr-2020	Akhil Kapoor	1.20	Review of actual numbers vs projections for the eight-week period ended April 5, 2020 and preparing query points for discussion with Isabel
18-Apr-2020	Akhil Kapoor	1.25	Preparation of report for the actual cash flows and variance reporting on actual vs projected cash flows
18-Apr-2020	Akhil Kapoor	2.00	1) Finalization of actual vs projected sheet, preparation of final sheet for the purpose of incl. it in the report
18-Apr-2020	Akhil Kapoor	1.00	Email communication with Isabel, Doug and Jason re queries in actual and projected cash flows
18-Apr-2020	Akhil Kapoor	1.00	Review of projected cash flows, preparing queries for the purpose of discussion with Jason and Doug
19-Apr-2020	Akhil Kapoor	2.30	Finalization of projected cash flows, computation of HST remittance to CRA, changes in AR numbers, finalization of Appendix to the projected cash flows and assumptions to the cash flow
19-Apr-2020	Akhil Kapoor	1.40	Finalization of report section on projected cash flows and sharing it with Sheldon along with other workings on Professional fees, payment to Diesel, Pre-CCA payables, outstanding debt from Diesel as at April 3, 2020 among other issues.
19-Apr-2020	Akhil Kapoor	.60	Finalization of section on actual cash flows and sharing with Sheldon

DATE	PROFESSIONAL	HOURS	DETAILED TIME DESCRIPTIONS
20-Apr-2020	Akhil Kapoor	.90	Resolution of Sheldon's queries in the report and finalization of Appendix F, G, H of the Report
20-Apr-2020	Akhil Kapoor	2.70	1) Discussion of queries re payment of wages and other dues to transferred and non-transferred employees pursuant to the closure of the transaction, 2) Discussion re permanent and timing difference in the merchandise vendor disbursements for the Monitored Period 3) Revision and reclassification between merchandise and non-merchandise vendor disbursements in the actual cash flows 4) Multiple email communications with Isabel, Jason, Doug and Sheldon. 5) Revision in certain assumptions to the projected cash flows. 6) Discussion with Isabel re timing of collections from the AR in the Monitored Period.
20-Apr-2020	Akhil Kapoor	.50	Updating the report re basis queries resolved during discussion with Isabel, Jason and Doug and updating paragraph on opening AR, funds available after distribution
20-Apr-2020	Akhil Kapoor	1.00	Responding to Sheldon's queries re merchandise vendor payments, receipts, KERP payments, certain items of Projected Cash Flows etc.
21-Apr-2020	Akhil Kapoor	.10	Email communication with Sheldon re finalization of DEL Court Report
21-Apr-2020	Akhil Kapoor	2.10	Discussion re change in merchandise vendor payables in the projected period (reduction), calls and emails with Isabel and Doug (DEL) and Jason (GT), changing the cash flow projections, Appendix F and the report 2) Call with Sheldon re queries in actual and projected cash flows
22-Apr-2020	Akhil Kapoor	1.30	Helping Jessie in formatting the report, naming all appendices, setting up all appendices with Exhibit A to G and sharing final docs with Jessie
22-Apr-2020	Akhil Kapoor	.50	1) Reading final court report to current with the submission to the Court 2) Discussion with Michael and a creditor re WEPP applicability and status of the file
20-Apr-2020	Jessie Hue	.90	Compile invoices, summary of fees to the affidavit of fees.
21-Apr-2020	Jessie Hue	.40	Correct invoice with docket and legal docket and compile pdf. Update date for the affidavit of fees and compile invoices, insert digital signature and email S. Title and M. Litwack.
24-Apr-2020	Jessie Hue	.20	Bank reconciliation
27-Apr-2020	Jessie Hue	.30	Case website update

DATE	PROFESSIONAL	HOURS	DETAILED TIME DESCRIPTIONS
27-Apr-2020	Jessie Hue	.20	Further website update.
21-Apr-2020	Matthew Lem	1.50	Second review on draft Third Report to Court
15-Apr-2020	Michael Litwack	2.80	Call w/ S. Title; Continued drafting of third report.
16-Apr-2020	Michael Litwack	4.30	Emails w/ S Title; Review of draft motion materials and affidavit; Completed first draft of third report.
17-Apr-2020	Michael Litwack	.80	Emails re confirming payments for source deductions and HST; Review of payroll records and CRA records; Revisions to report to court.
19-Apr-2020	Michael Litwack	.90	Revisions to report to court.
20-Apr-2020	Michael Litwack	2.90	Revisions to Third Report; Preparation of fee affidavit and invoicing; Discussions w/ A. Kapoor; Emails re Norton Rose Invoice; Preparing schedule for Fee Affidavit.
21-Apr-2020	Michael Litwack	.60	Review and comment on report; Emails re WEPP eligibility.
24-Apr-2020	Michael Litwack	.20	Emails re WEPP schedule
16-Apr-2020	Sheldon Title	1.80	Review of draft affidavit, order, etc. and calls with Michael on report preparation; emails to Jenny and Michael; discussion with Doug Lucky on need to finalize projections
17-Apr-2020	Sheldon Title	1.70	Review of draft report; email to Doug Lucky; forward comments back to Michael Litwack
18-Apr-2020	Sheldon Title	1.00	Preliminary review of extended projections; email to Akhil to set the table for his review; emails to Stam forwarding emails from Doug, Chris and Paul re: distribution; email to Akhil on A/R and email to address, in part, his queries to Jason on cash flow, review of receivership order and provide comments to Jenny on same; email to Doug;
19-Apr-2020	Sheldon Title	.20	Email to Akhil/Michael
19-Apr-2020	Sheldon Title	1.20	Further review of Third Report; email to Michael and Akhil on same
20-Apr-2020	Sheldon Title	4.00	Review of projections/assumptions and made revisions thereto; review of revised orders and provide comments; call with Stam; review and revise fee affidavit and invoice; review of report and revise multiple versions of report;
21-Apr-2020	Sheldon Title	.30	Consideration of Goodman's comments on draft report; email to Stam on paragraph 29
21-Apr-2020	Sheldon Title	2.00	Finalization of report; send to Doug/Chris for comment after receiving and considering Stam's comments; review of revised projections; comments from Doug considered; request Jessie post motion on web;

DATE	PROFESSIONAL	HOURS	DETAILED TIME DESCRIPTIONS
22-Apr-2020	Sheldon Title	1.30	Consideration of Chris Armstrong's comments, finalize report/swear affidavit before Jenny
23-Apr-2020	Sheldon Title	.40	Review of factum, email to Stam on WEPP and termination/severance
24-Apr-2020	Sheldon Title	.40	Call with Chris Armstrong, Andrew Hermes, Jennifer Stam on WEPP process and receipt of revised factum based on same; emails between Doug/Michael on obtaining info
26-Apr-2020	Sheldon Title	.40	Email to Doug Lucky on ensuring the WEPP schedule includes amounts that may become owing to employees after April 29th for term and severance pay; review of amended factum and email to Jenny on same
28-Apr-2020	Sheldon Title	.40	Call with Bruce Lyle and email to/from Don Turner
29-Apr-2020	Sheldon Title	1.20	Call from Brian Krueger of Employment Standards Government of Alberta, email exchange with Krueger, incl. confirmation of 4 employees that he is aware of being on our list, call with Stam on Gincor and our position on same; call to/from Callander; emails with Stam re: 10 AM hearing; attendance at short 10 AM court hearing; email to Isabel re: GSNH invoice; email from/to Lyle;

SUMMARY OF TIME CHARGES

PROFESSIONAL	AVERAGE HOURLY RATE	HOURS	AMOUNT
Jessie Hue – Estate Administrator (Corporate Insolvency)	217.00	2	434.00
Michael Litwack - Manager (Corporate Insolvency)	366.00	12.5	4,575.00
Sheldon Title – Partner (Corporate Insolvency)	630.00	16.3	10,269.00
Akhil Kapoor – Manager (Corporate Insolvency)	366.00	23.85	8,729.10
Matthew Lem – Partner (Corporate Insolvency)	550.00	1.5	825.00
TOTAL		56.15	\$ 24,832.10

Invoice



Invoice Number : 9356475

Client Number : 0785562

Invoice Date : Jun 9 2020

Invoice Terms : Due Upon Receipt

DEL Equipment Inc.
210 Harry Walker Pkwy N
Newmarket, ON L3Y 7B4

For Professional Services Rendered :

For professional services rendered in our capacity as monitor of DEL Equipment Inc. in connection with its CCAA Proceedings for the period ending May 31, 2020 12,801.40

Harmonized Sales Tax : 1,664.18

Total (CAD) : 14,465.58

HST Registration Number : 103697215 RT 0001

Invoices are due and payable upon receipt.

Thank you for your business. We sincerely appreciate your trust in us.

Licensed Insolvency Trustees
111 RICHMOND STREET WEST, SUITE 300;
TORONTO ON; M5H 2G4
P: (416) 596-1711 F: (416) 596-7894 www.MNPDebt.ca

DETAILED TIME CHARGES

DATE	PROFESSIONAL	HOURS	DETAILED TIME DESCRIPTIONS
30-Apr-2020	Jessie Hue	.40	Update website.
01-May-2020	Sheldon Title	1.20	read Gincor's responding materials and factum/brief of authorities; email to Jenny Stam on same and brief call with Stam ahead of receiving materials
01-May-2020	Sheldon Title	.80	review of factum/book of authorities/NOM re: Gincor; further emails with Sandra DePalma at CRA; email to Stam
01-May-2020	Sheldon Title	.30	call with Lucky on future reporting obligations and WEPPA; call with Lucky
01-May-2020	Sheldon Title	.40	email from/to Sandra DePalma of CRA in response to her question on payment of severance and termination pay after her reviewing motion record returnable April 29/20
01-May-2020	Jessie Hue	.30	Website update.
01-May-2020	Jessie Hue	.20	Update website with Motion Record.
04-May-2020	Sheldon Title	1.20	calls with Jenny Stam on Gincor hearing; call with Doug Lucky on Infinity; msg from Doug on Gincor; consideration of Infinity proposal; email to Lucky questions re: understanding of the Infinity proposal and to his response; further emails on Gincor litigation from/to Stam
05-May-2020	Sheldon Title	.80	call with Doug and Paul re: Gincor claim and Infinity proposal
05-May-2020	Sheldon Title	2.00	attendance at Zoom Court hearing on Gincor litigation; numerous emails to/from Jennifer Stam during session to address issues raised on set-off/preference/estate funds; call from/to Brian Krueger to follow up on earlier calls re: Alberta based employees
06-May-2020	Sheldon Title	.30	call with Gerry Turchak of Brutus and email a link of the third report to him
07-May-2020	Sheldon Title	1.00	review of Gincor decision; forward for posting; call with Doug Lucky and call with Robert Turner on WEPP; emails with Doug/Isabel on bank account re: receivership; email from Doug on CCAA vs. bankruptcy and to response; follow up email re: s.245 report
07-May-2020	Sheldon Title	1.50	review of WEPP calcs and email to Doug/Isabel on additional questions
08-May-2020	Sheldon Title	.20	texts to and from Doug Lucky re: Vancouver office and access being granted to Infinity; emails with Michael on WEPP

DATE	PROFESSIONAL	HOURS	DETAILED TIME DESCRIPTIONS
11-May-2020	Sheldon Title	.20	call with Doug on buyer's premium proposed by Infinity
11-May-2020	Jessie Hue	.20	Save the receivers OSB acknowledgement to the directory; Email follow up if bank account and MPM code to set up.
11-May-2020	Jessie Hue	.40	Update website.
11-May-2020	Jessie Hue	.40	Postings to the website.
12-May-2020	Sheldon Title	.10	email to Doug on Infinity posting notice of auction sale ahead of agreement being finalized
12-May-2020	Sheldon Title	.50	consideration of Montreal realization, call with Doug on same and email to confirm
13-May-2020	Sheldon Title	.50	review of draft affidavit/order re: auction agreement and comments to Jennifer Stam on same; email to Andrew on whether agreement is finalized
14-May-2020	Sheldon Title	2.00	preparation of fourth report; review of revisions to affidavit and order
15-May-2020	Sheldon Title	1.00	review of auction services agreement and provide comments to Stam for her to review and call with Lucky on services agreement; email to Lucky on possibility of values changing
15-May-2020	Jessie Hue	.20	Banking, email incoming receipt and request confirmation for transfer.
15-May-2020	Jessie Hue	.10	Bank rec.
19-May-2020	Akhil Kapoor	.10	Email discussion with Isabel re actual cash flows till May 17. She has tentatively agreed to provide by mid of week starting May 25
20-May-2020	Sheldon Title	1.30	continued work on completing DEL report after receiving final motion record; forward to Akhil to address the cash flow aspect of the report; email to Stam
20-May-2020	Akhil Kapoor	.40	1) Discussion with Sheldon and Isabel re availability of cash flows2) Obtaining the bank position as on date and confirmed the balance after the distribution of money to Diesel as per the Court order.
21-May-2020	Sheldon Title	.50	revisions to report for Jenny's and Matt's comments; email to Armstrong and DEL team for comments/finalization; emails to Hue on posting docs to website
21-May-2020	Matthew Lem	.50	Review draft fourth report to court
22-May-2020	Sheldon Title	.50	finalize report after receiving comments from Armstrong and Lucky
22-May-2020	Jessie Hue	.10	Bank rec.
26-May-2020	Sheldon Title	.40	emails from Jenny Stam on Gincor appeal; email from Doug Lucky on consideration of further interim draw to payout the Diesel claim; call with Lucky;

DATE	PROFESSIONAL	HOURS	DETAILED TIME DESCRIPTIONS
27-May-2020	Sheldon Title	.90	call with Lucky on proposed distribution; review of cash flow results to evaluate distribution; email exchange with Stam on same; dealing with disclaimer of Pitney Bowes agreement
27-May-2020	Sheldon Title	.30	attendance at court hearing
27-May-2020	Akhil Kapoor	1.00	Review of DEL's actual cash flows for the period April 6 to May 15 2020
28-May-2020	Sheldon Title	.10	email with Eva at Ritchie Bros
28-May-2020	Akhil Kapoor	.20	Email discussion with Isabel and updating Sheldon about the comparative table of 6-week cash flows
27-May-2020	Jessie Hue	.30	Update website with the Fourth report to court.

SUMMARY OF TIME CHARGES

PROFESSIONAL	AVERAGE HOURLY RATE	HOURS	AMOUNT
Jessie Hue – Estate Administrator (Corporate Insolvency)	217.00	2.6	564.20
Sheldon Title – Partner (Corporate Insolvency)	630.00	18	11,340.00
Akhil Kapoor – Manager (Corporate Insolvency)	366.00	1.7	622.20
Matthew Lem – Partner (Corporate Insolvency)	550.00	0.5	275
TOTAL		22.8	\$ 12,801.40

Invoice



Invoice Number : 9397480

Client Number : 0785562

Invoice Date : Jul 15 2020

Invoice Terms : Due Upon Receipt

DEL Equipment Inc.
210 Harry Walker Pkwy N
Newmarket, ON L3Y 7B4

For Professional Services Rendered :

For professional services rendered in our capacity as Monitor of DEL Equipment Inc. in connection with its CCAA Proceedings for the period ending June 30, 2020 5,110.20

Harmonized Sales Tax : 664.33

Total (CAD) : 5,774.53

HST Registration Number : 103697215 RT 0001

Invoices are due and payable upon receipt.

Thank you for your business. We sincerely appreciate your trust in us.

Licensed Insolvency Trustees
111 RICHMOND STREET WEST, SUITE 300;
TORONTO ON; M5H 2G4
P: (416) 596-1711 F: (416) 596-7894 www.MNPDebt.ca

DETAILED TIME CHARGES

DATE	PROFESSIONAL	HOURS	DETAILED TIME DESCRIPTIONS
01-Jun-2020	Sheldon Title	.60	Pitney Bowes disclaimer signed and returned for Vancouver premises; revisions to WEPP letter
01-Jun-2020	Sheldon Title	.90	emails to/from Doug Lucky/David Callander re: payout, review of Purchase Agreement between BMO and Diesel; call with Stam to ask for her documents; receipt of additional information/reconciliation; craft response to consent to distribution; email and call from ADP representative; email to Doug, Isabel on same given ADP is looking to impose conditions on ongoing payroll processing; email to Suzanne Matthew on PPG
03-Jun-2020	Sheldon Title	.20	email from/to BC Hydro re: status of CCAA/receivership
04-Jun-2020	Sheldon Title	.10	emails with Jennifer Stam related to GCI funds and whether we would agree to transfer of disputed funds to our trust
05-Jun-2020	Sheldon Title	.20	emails with Jessie, email to and from Doug Lucky re: resources required after June
08-Jun-2020	Sheldon Title	.30	emails from ADP and forward same to Doug; Doug forwarded to Isabel for confirmation matter is dealt with; email from Lucky on next steps; call with Stam on same;
10-Jun-2020	Sheldon Title	1.00	calls with Doug Lucky on Bell disclaimer, Valiant leases, winddown of activities; call with Manpaul Aulakah of Valiant; emails to/from Lucky on disclaimer; email from Bell Canada acknowledging disclaimer
11-Jun-2020	Sheldon Title	.50	review and sign various disclaimers; call to Manpaul of Valiant after receiving Doug Lucky's email and left msg; review of corporate info supplied by Lucky
12-Jun-2020	Sheldon Title	.20	call with Manpaul of Valiant, email to Doug Lucky on its position vis-a-vis release incl. unsecured creditor position
14-Jun-2020	Sheldon Title	.20	email to Stam, Doug re: retainer, email from Doug on Valiant
15-Jun-2020	Sheldon Title	.30	call with Myles Jaegar on WEPP claim, Valiant disclaimer
16-Jun-2020	Sheldon Title	.20	exchange of emails with Manpaul Aulakh of Valiant re: unsecured claim

DATE	PROFESSIONAL	HOURS	DETAILED TIME DESCRIPTIONS
17-Jun-2020	Sheldon Title	.40	call to/from BC Workplace Safety, disclaimer on Fastenal's contract; call with Stam
18-Jun-2020	Sheldon Title	.30	call with Maria at WorkSafe BC; email to Doug Lucky on same; email from Doug on financial update
19-Jun-2020	Sheldon Title	.20	email exchange with Atradius Collections on status
23-Jun-2020	Sheldon Title	.10	call with Maria at WorkSafeBC
25-Jun-2020	Sheldon Title	.40	call with Bruce Lyle of Infinity on results, exchange of emails with Lucky, further call from Maria at WorkSafeBC
26-Jun-2020	Sheldon Title	.80	call with Lucky on next steps/strategy for transitioning/results/WEPP; subsequent emails on WEPP/Miller Waste; pay to staff/GM
26-Jun-2020	Jessie Hue	.60	Dealing with the refund cheque from Miller Waste, T/c to obtain details of the refund, email to S. Title and mailing to address.
29-Jun-2020	Sheldon Title	1.00	call with Stam on comp related issue; call with Lucky on same; review of Frontier disclaimer; call from employee forwarded to Litwack

SUMMARY OF TIME CHARGES

PROFESSIONAL	AVERAGE HOURLY RATE	HOURS	AMOUNT
Jessie Hue – Estate Administrator (Corporate Insolvency)	217.00	0.6	133.20
Sheldon Title – Partner (Corporate Insolvency)	630.00	7.9	4977.00
TOTAL		8.5	\$ 5,110.20

Invoice



Invoice Number : 9425566

Client Number : 0785562

Invoice Date : Aug 11 2020

Invoice Terms : Due Upon Receipt

DEL Equipment Inc.
210 Harry Walker Pkwy N
Newmarket, ON L3Y 7B4

For Professional Services Rendered :

For Professional Services rendered in our capacity as Monitor of DEL
Equipment Ltd. in connection with its CCAA Proceedings for the period
ending July 31, 2020 2,052.60

Harmonized Sales Tax : 266.84

Total (CAD) : 2,319.44

HST Registration Number : 103697215 RT 0001

Invoices are due and payable upon receipt.

Thank you for your business. We
sincerely appreciate your trust in us.

Licensed Insolvency Trustees
111 RICHMOND STREET WEST, SUITE 300;
TORONTO ON; M5H 2G4
P: (416) 596-1711 F: (416) 596-7894 www.MNPDebt.ca

DETAILED TIME CHARGES

DATE	PROFESSIONAL	HOURS	DETAILED TIME DESCRIPTIONS
02-Jul-2020	Sheldon Title	.30	call with Edmonds and then call with Lucky
07-Jul-2020	Sheldon Title	.40	exchanges of emails with Doug on WEPP and DPI/GSNH invoice and emails to/from Michael on commission issue
10-Jul-2020	Sheldon Title	.30	call with Dan Wootten on update on DEL; email to Isabel on WorkSafeBC
14-Jul-2020	Sheldon Title	.70	review of lease termination agreements with Diesel and email to Stam on same; email exchange with Lucky on the auction results and review of same; email to Isabel/Doug re: WorkSafeBC
15-Jul-2020	Sheldon Title	.30	emails to/from Andrew Harmes and email to/from Stam on agreement between Del and Diesel on lease terminations
17-Jul-2020	Sheldon Title	.20	email exchange with Stam on lease termination
23-Jul-2020	Sheldon Title	.30	call with Jennifer Stam on file
24-Jul-2020	Akhil Kapoor	.10	Email communication with Isabel re cash flows for the period ended July 17. Will be reviewing next week
28-Jul-2020	Sheldon Title	.50	emails to/from Michael Litwack re: Wilson Wilton; sign and return Diesel lease termination agreements
29-Jul-2020	Sheldon Title	.20	review of disclaimer (Discovernet) and contract; sign and return of disclaimer

SUMMARY OF TIME CHARGES

PROFESSIONAL	AVERAGE HOURLY RATE	HOURS	AMOUNT
Sheldon Title – Partner (Corporate Insolvency)	630.00	3.2	2,016.00
Akhil Kapoor – Manager (Corporate Insolvency)	366.00	0.1	36.60
TOTAL		3.3	\$ 2,052.60

Invoice



Invoice Number : 9457256

Client Number : 0785562

Invoice Date : Sep 10 2020

Invoice Terms : Due Upon Receipt

DEL Equipment Inc.
210 Harry Walker Pkwy N
Newmarket, ON L3Y 7B4

For Professional Services Rendered :

For services rendered in our capacity as Monitor of DEL Equipment Limited in connection with its CCAA Proceedings for the period ending August 31, 2020	9,694.00
Harmonized Sales Tax :	<u>1,260.22</u>
Total (CAD) :	<u>10,954.22</u>

HST Registration Number : 103697215 RT 0001

Invoices are due and payable upon receipt.

Thank you for your business. We sincerely appreciate your trust in us.

Licensed Insolvency Trustees
111 RICHMOND STREET WEST, SUITE 300;
TORONTO ON; M5H 2G4
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DETAILED TIME CHARGES

DATE	PROFESSIONAL	HOURS	DETAILED TIME DESCRIPTIONS
06-Aug-2020	Sheldon Title	.90	call with Lucky on French/status; email to Lucky on my position on French payment; review of Gincor factum; email to Stam
10-Aug-2020	Sheldon Title	.70	email exchange with Stam; review of Gincor reply factum;
10-Aug-2020	Akhil Kapoor	.10	Follow up with Isabel re the actual cash flows for the week ended Aug 9
11-Aug-2020	Akhil Kapoor	.10	Email communication with Isabel re actual cash flows for week ended Aug 9 to be prepared and shared by Isabel early next week
14-Aug-2020	Sheldon Title	1.30	call with Chris Armstrong, Jenny Stam and Andrew on status of CCAA proceedings, extension of stay, next steps; call with Doug; email to Jenny and Akhil related to cash flow projections
14-Aug-2020	Akhil Kapoor	.10	Email communication with S. Title re actual cash flows to be reviewed.
18-Aug-2020	Akhil Kapoor	.10	Email communication with Isabel re receipt of cash flows up to August 14
19-Aug-2020	Sheldon Title	.40	call with Ministry of Labour representative concerning Newton's claim for termination and severance and section 4 of the ESA; call to Doug Lucky to notify him of the call
19-Aug-2020	Akhil Kapoor	.10	Receipt of actual cash flows up to Aug 14 and glancing through them
21-Aug-2020	Sheldon Title	.10	email to Jenny Stam to seek clarification on the relief being sought on Sept 14 to enable us to prepare our report to court
21-Aug-2020	Akhil Kapoor	.10	Receiving information from S. Title to prepare the report and glancing through the requirement list and planning the work
26-Aug-2020	Akhil Kapoor	.50	Commencing work on Monitor's Fifth report to the Court for DEL
26-Aug-2020	Akhil Kapoor	3.10	1) Review of the actual cash flows for the period ended Aug 14, comparative with the projections and preparing a list of queries to discuss with Isabel. 2) Sharing list of queries with Isabel in receipts and then the complete set for all the areas.
26-Aug-2020	Akhil Kapoor	1.30	Call with Isabel re queries in receipts, supplier payments, payroll, facility costs among others. Also discussed, the status of financial statements, payments made to Diesel for interest, facility costs and other services, scheduled a call for Aug 27 to

DATE	PROFESSIONAL	HOURS	DETAILED TIME DESCRIPTIONS
			discuss the pending points and some of the variances. Agreed to extend the actual cash flows up to Aug 28 (2 more weeks) for the Court Report
27-Aug-2020	Akhil Kapoor	2.00	1) Review of additional information received re collections, sales, facility costs, auction data and incorporating them in the projection vs actual analysis table2) Making corrections in data re netting off receipts and payments, preparing revised comparative sheet by comparing projections details with actuals, emailing changes and revised sheet to Isabel and setting up a call for tomorrow
27-Aug-2020	Akhil Kapoor	.20	Email communication with Isabel re queries on collection from the Auction company from liquidation of assets
28-Aug-2020	Sheldon Title	.20	Email to/from Lucky on WEPP calcs in view of Min of Labour complaint
28-Aug-2020	Akhil Kapoor	1.50	Multiple calls and emails with Isabel re queries in actual cash flows re collection from debtors, payments to diesel, set offs, indirect costs, unexplained variances among others. Review of actual sales, opening debtors, Liquidation results.
28-Aug-2020	Akhil Kapoor	1.00	Preparing sections- activities of monitor and the company re distribution to secured creditor, liquidation/auction sale update
28-Aug-2020	Akhil Kapoor	1.00	Preparation of Introduction and disclaimer section of the report re events and reports till date, purpose of the report among others
28-Aug-2020	Akhil Kapoor	2.00	Preparing the section of cash flows, variances with projections, commentary on variances re receipts, liquidation/auction sale, merchandise and non-merchandise vendors. Also, commencing work on Third Revised Cash Flow Forecast
28-Aug-2020	Akhil Kapoor	1.00	Review of report, formatting, indexing and finalization (except pending sections- Revised forecast and WEPP and certain queries)
28-Aug-2020	Akhil Kapoor	1.50	Preparation of sections re request for extension, reasons for the request, other approvals sought from the Court
29-Aug-2020	Akhil Kapoor	.50	Providing an update to S. Title re draft report, concerns re WEPP, cash flows, extension among others. Also sharing certain docs.
31-Aug-2020	Sheldon Title	2.00	review of draft report
31-Aug-2020	Akhil Kapoor	.50	Review of projected cash flows and preparing queries for discussion with Isabel. Also, reviewing the actual

DATE	PROFESSIONAL	HOURS	DETAILED TIME DESCRIPTIONS
			cash flows to discuss certain comments on variance analysis which are subject to confirmation
31-Aug-2020	Akhil Kapoor	.10	Email communication with Isabel re projected cash flows and setting up a call
19-Aug-2020	Patricia Ball	.10	July bank rec

SUMMARY OF TIME CHARGES

PROFESSIONAL	AVERAGE HOURLY RATE	HOURS	AMOUNT
Sheldon Title – Partner (Corporate Insolvency)	630.00	5.6	3528.00
Akhil Kapoor – Manager (Corporate Insolvency)	366.00	16.8	6148.80
Patricia Ball – Estate Administrator (Corporate Insolvency)	172.00	0.1	17.20
TOTAL		22.5	\$ 9,694.00

Invoice



Invoice Number : 9485165

Client Number : 0785562

Invoice Date : Oct 5 2020

Invoice Terms : Due Upon Receipt

DEL Equipment Inc.
210 Harry Walker Pkwy N
Newmarket, ON L3Y 7B4

For Professional Services Rendered :

For services rendered in our capacity as Monitor of DEL Equipment Limited in connection with its CCAA for the period ending September 30, 2020 17,491.20

Harmonized Sales Tax : 2,273.86

Total (CAD) : 19,765.06

HST Registration Number : 103697215 RT 0001

Invoices are due and payable upon receipt.

Thank you for your business. We sincerely appreciate your trust in us.

Licensed Insolvency Trustees
111 RICHMOND STREET WEST, SUITE 300;
TORONTO ON; M5H 2G4
P: (416) 596-1711 F: (416) 596-7894 www.MNPDebt.ca

DETAILED TIME CHARGES

DATE	PROFESSIONAL	HOURS	DETAILED TIME DESCRIPTIONS
01-Sep-2020	Sheldon Title	0.50	continued work on report; review of email received from creditors
02-Sep-2020	Sheldon Title	0.20	email exchange with Jennifer Stam on report consolidation,
02-Sep-2020	Jessie Hue	0.20	Follow up with creditor confirming address updated in database.
02-Sep-2020	Akhil Kapoor	0.50	Review of changes made by S. Title in the draft Court report, email communications among others
02-Sep-2020	Akhil Kapoor	1.00	Call with Isabel re variance analysis between actual and projected cash flows - understanding complexities in receipts incl. collections from Auctioneer, self liquidation, related party sales among others
02-Sep-2020	Akhil Kapoor	1.80	Review of actual cash flows up to August 28 received from Isabel, consolidated the queries, updating the actual vs comparative table to further add 2 weeks and setting up the call with Isabel
02-Sep-2020	Akhil Kapoor	0.10	Email communication with Isabel re setting up a call to discuss actual cash flows till Aug 28 and projections
03-Sep-2020	Sheldon Title	0.20	call with Doug Lucky re: Ministry of Labour matter
03-Sep-2020	Akhil Kapoor	2.40	Multiple emails and calls with Isabel and Doug re issues in variance analysis, supplier payments, payroll among others
04-Sep-2020	Sheldon Title	0.80	review of and mark up of NOM, order, affidavit, provide comments to Jenny, consideration of all and emails with Akhil on strategy/report;
04-Sep-2020	Akhil Kapoor	1.00	1) Making notes and call with Isabel re issues in receipts, supplier payments and others2) Email communication with Isabel re pending issues and details relating to variance analysis and projections
04-Sep-2020	Akhil Kapoor	2.00	1) Reviewing entire cash flow details again after multiple revisions and working out the variances and finalizing tables for actual vs projected cash flows and the projections2) Glancing through S. Title emails re certain data received from the legal counsel on affidavit among others
04-Sep-2020	Akhil Kapoor	1.00	Preparation of report re section on actual vs projected cash flows for the period April to August 2020
04-Sep-2020	Akhil Kapoor	0.70	Preparation of report re projections for the period Sep to Dec 2020
04-Sep-2020	Akhil Kapoor	0.30	1) Finalization of commentary on projections and variances and sharing them with D. Lucky and Isabel for review and confirmations2) Sharing revised report with S. Title and setting up tentative time for a call
07-Sep-2020	Sheldon Title	1.00	review of cash flows and report
08-Sep-2020	Sheldon Title	1.40	receipt of Gincor decision, review of revised materials and review of same, discussion with Lucky on approach to extension/cash flow projections; communications with Akhil on cash flow/report; emails with Jenny Stam; request Jessie post motion record on web
08-Sep-2020	Akhil Kapoor	2.10	1) Revising the report to make changes in all sections of the report re purpose, activities of the monitor and company,

DATE	PROFESSIONAL	HOURS	DETAILED TIME DESCRIPTIONS
			cash flows, projections, justification for extension up to Oct 30, Demo units and Gin-Cor matter among others2) Email communication with S. Title, D. Lucky and Isabel re certain open issues
08-Sep-2020	Akhil Kapoor	0.50	Understanding changes made by S. Title in the report and commencing work
08-Sep-2020	Akhil Kapoor	1.10	Making changes in the actual cash flows re set off of certain receipts and merchandise vendor payments as discussed with Isabel and changes in the projections to reduce the projection period to Nov 13 against Jan 3 earlier and also including details about demo sales and receipts from Gin-Cor
08-Sep-2020	Akhil Kapoor	0.70	Call with Isabel re queries in the actual and projected cash flows- receipts from demo unit sales, receipts from Gin-Cor, freight expenses in merchandise vendors among others
09-Sep-2020	Sheldon Title	2.50	continued work on report, cash flow, email to Doug on residual assets, email to Jenny on residual assets, review of final motion record to ensure report mirrors the affidavit, NOM, review of incoming emails and forward same to Jessie to respond to; review of further revised report; forward report to Jenny/Matt for comments; consideration of Stam's comments; forward report to Chris/Doug for comments
09-Sep-2020	Akhil Kapoor	0.70	1) Call with S. Title re queries in admin fees and non merchandise vendors and appendix B and making necessary revisions.2) Sharing revised draft with S. Title for forwarding the report to legal counsel/Matt for review (receivership details pending to be updated in the report)
09-Sep-2020	Akhil Kapoor	1.00	Review of report, making necessary changes wherever required, requesting M. Litwack for receivership details, updating appendices reference, updating appendices in the report and formatting it. Also, preparing the 4 appendices for the purpose of filing with the Court
09-Sep-2020	Akhil Kapoor	0.80	Preparation of management rep letter, Trustee report on cash flow, third extended weekly cash flow for the period Aug 31 to Nov 13 along with notes and assumptions
09-Sep-2020	Akhil Kapoor	0.30	Email communication with D. Lucky re his comments on the assumptions to the cash flows and making necessary revisions
09-Sep-2020	Akhil Kapoor	0.90	Making revisions in the report and projected cash flows after S. Title's review2) Sharing revised report with S. Title
10-Sep-2020	Sheldon Title	2.20	receipt and consideration of comments on report from Doug Lucky; receipt and consideration of comments from Chris Armstrong; further revisions to cash flow projections; email to Doug Lucky on HST refunds; receipt of email from Akhil on Isabel's advising HST refunds being set off; review of case law and call with Jenny on same; forward fifth report to Stam for service; request from Gianni Bianchi for us to post revised service list; request Hue post revised service list; email to CRA insolvency team member to investigate who has carriage of DEL account to address HST refund issue; receipt of message/email from Michael Mazarewycz of Ministry of Labour demanding certain info

DATE	PROFESSIONAL	HOURS	DETAILED TIME DESCRIPTIONS
			relating to Frederick Newton/relationship between Diesel and DEL; forward same to Jenny and call with Jenny on same and issue generally;
10-Sep-2020	Akhil Kapoor	2.00	1) Revisions in the report re cash flow projections, commentary, tables, appendix B among others2) Email communication with S. Title and Isabel re multiple issues in projections and incorporating necessary changes3) Finalization of appendices, report and sharing final set with S.Title for the purpose of submission with the Court4) Reviewing HST audit report and HST June NOA to understand the amount of liability assessed by CRA on DEL5) Updating receivership details in the report after verifying the revised details, payment confirmation from S. Canada and discussions with M. Litwack and J. Hue
10-Sep-2020	Akhil Kapoor	1.50	1) Call with Isabel re HST matter, discussion about CRA setting off HST refunds with pre CCAA period liability, HST to be considered on sale of demo units and expenses among others. Also, discussion on reduced outflow to Diesel for rent and insurance2) Revising the projections to consider HST impact and reduced outflow to Diesel in the projections3) Updating the assumptions to the cash flows
11-Sep-2020	Sheldon Title	0.80	email to/from CRA (Sandra Palma) on set off/application of pre-CCAA debt against post; response from Sandra at CRA and email to Doug to forward CRA's explanation on hold of refunds pending, among other things, the filing of the 2019 T2; email/call with Lucky on estimated cost of administering bankruptcy and consideration of same ahead of call
11-Sep-2020	Jessie Hue	0.60	Transfer retainer to the trust account, prepare receipt voucher and postings, prepare cheque req for fee and email S. Title for Ascend approval.
11-Sep-2020	Akhil Kapoor	0.10	Updating self about email communication between S. title and CRA re status of HST refunds and adjustment of settling post filing refunds with pre CCAA liability and clarifications by CRA
11-Sep-2020	Jessie Hue	0.90	Posting of the service list, corrections to the website and posting of all service list to the website. Posting of the fifth report of the monitor.
14-Sep-2020	Sheldon Title	0.60	Court ZOOM call (order to extend stay, approve demo truck sale to Diesel); call with Lucky on Min of Labour issue; emails with Stam/Armstrong on arranging call
15-Sep-2020	Sheldon Title	0.50	call with Armstrong, Stam, Harmes on Min of Labour issue/planning; review of revised bill of sale; exchange of messages with Stam on same
15-Sep-2020	Akhil Kapoor	0.10	Reading the Court Order dated Sep 14 2020 and saving the information for future reference
16-Sep-2020	Sheldon Title	0.30	email from Lucky on precedent case; locate case and forward to Lucky; sign and forward bill of sale to Del/Harmes
17-Sep-2020	Sheldon Title	0.30	review of draft letter from Stam related to Ministry of Labour investigation and email to Stam my comments on same
21-Sep-2020	Glenn Willis	0.50	deductibility of certain payments by parent

DATE	PROFESSIONAL	HOURS	DETAILED TIME DESCRIPTIONS
21-Sep-2020	Patricia Ball	0.10	Aug Bank Rec
21-Sep-2020	Sheldon Title	1.00	call from David Callendar on s.4 Ministry issue; email to Kal and Glenn on same to address requirement to deduct taxes at source from the affected employee; email from employee on pension entitlements; call with Stam on same; call/email with Lucky on same; email to Callendar on taxation issue after consulting our team
21-Sep-2020	Sheldon Title	0.10	email to C. Hacking on status
22-Sep-2020	Sheldon Title	0.20	emails/texts with Sharon Polischuk of FSRAO and Doug Lucky of Del on pension related questions
23-Sep-2020	Sheldon Title	0.30	email/call with Sharon Polischuk of FSRAO on pension related issues; emails from/to Andrew Harmes on availability for next court attendance
24-Sep-2020	Sheldon Title	0.30	call with creditor rep on status of CCAA proceedings/exchange of emails with Lucky on pension issue
30-Sep-2020	Sheldon Title	0.30	email from Michael Nazarewycz of Ministry of Labour and exchange of emails with Jennifer Stam on same; text messages with Lucky on same

SUMMARY OF TIME CHARGES

PROFESSIONAL	AVERAGE HOURLY RATE	HOURS	AMOUNT
Akhil Kapoor – Estate Administrator (Corporate Insolvency)	366.00	22.6	\$ 8,271.60
Glenn Willis – Partner	640.00	0.5	320.00
Sheldon Title – Partner (Corporate Insolvency)	630.00	13.5	8,505.00
Patricia Ball – Estate Administrator (Corporate Insolvency)	172.00	.10	17.20
Jessie Hue – Estate Administrator (Corporate Insolvency)	222.00	1.7	377.40
TOTAL		38.4	\$ 17,491.20


Attached is Exhibit "C"

Referred to in the

AFFIDAVIT OF SHELDON TITLE

Sworn before me via videoconference

This 23rd day of October 2020



Commissioner for taking Affidavits, etc.

**MNP LTD IN ITS CAPACITY AS RECEIVER
FOR THE PERIOD OF APRIL 29, 2020 TO SEPTEMBER 30, 2020**

MNP INVOICE	DATE	HOURS	FEES	DISBURSEMENTS	HST	TOTAL
9356471	09-Jun-20	38.6	\$ 10,909.76	\$ -	\$ 1,418.27	\$ 12,328.03
9397495	15-Jul-20	35.2	8,200.30	-	1,066.04	9,266.34
9425565	11-Aug-20	12.05	3,280.20		426.43	3,706.63
9457289	10-Sep-20	10.8	2,298.40	-	298.79	2,597.19
9485166	05-Oct-20	8.1	2,153.40		279.94	2,433.34
		104.75	\$ 26,842.06	\$ -	\$ 3,489.47	\$ 30,331.53

Avg. Hourly Rate \$ 256.25

Attached is Exhibit "D"

Referred to in the

AFFIDAVIT OF SHELDON TITLE

Sworn before me via videoconference

This 23rd day of October, 2020



Commissioner for taking Affidavits, etc.

Invoice



Invoice Number : 9356471

Client Number : 0785562

Invoice Date : Jun 9 2020

Invoice Terms : Due Upon Receipt

DEL Equipment Inc.
210 Harry Walker Pkwy N
Newmarket, ON L3Y 7B4

For Professional Services Rendered :

For professional services rendered in our capacity as Receiver 13,637.20

Over the Limited Receivership Property of DEL Equipment Inc. and
administering the Wage Earner Protection Program for the period ending May
31, 2020

Voluntary Discount -2,727.44

Sub Total : 10,909.76

Harmonized Sales Tax : 1,418.27

Total (CAD) : 12,328.03

HST Registration Number : 103697215 RT 0001

Invoices are due and payable upon receipt.

Thank you for your business. We
sincerely appreciate your trust in us.

Licensed Insolvency Trustees
111 RICHMOND STREET WEST, SUITE 300;
TORONTO ON; M5H 2G4
P: (416) 596-1711 F: (416) 596-7894 www.MNPDebt.ca

DETAILED TIME CHARGES

DATE	PROFESSIONAL	HOURS	DETAILED TIME DESCRIPTIONS
30-Apr-2020	Sheldon Title	.30	Review/revise letter to BMO on limited appointment receivership; forward to Jessie; call with team to provide instructions on multi-provincial WEPP admin
30-Apr-2020	Michael Litwack	1.70	Began WEPP schedules; Emails and research on provincial termination pay; Converting data from company and preparing provincial WEPP schedules.
05-May-2020	Sheldon Title	.40	Emails to/from Michael Litwack/Doug Lucky on Ont employees
07-May-2020	Akhil Kapoor	2.50	Preparation of DEL's Section 245 report proposed to be sent to Superintendent of Bankruptcy, reading application to Court, Court Order, Form 87 of BIA, raising issues and sending a draft report to Sheldon with highlighted queries
08-May-2020	Sheldon Title	.90	Review and revisions to Notice of Receiver; email to Chris Armstrong et al on impact of bankruptcy on receivership order; email to/from Stam; call with Michael on WEPP calcs after receiving Doug's response to our questions
08-May-2020	Jessie Hue	.50	Prepare the fax cover of the Notice of Receiver and attach the notice along with the appointment order for the OSB. Save the fax confirmation and email to S. Title.
08-May-2020	Akhil Kapoor	1.00	Finalization of DEL Receiver Notice re addition of schedules and Court Order and resolution of query related to secured creditor balance to be presented in the notice
12-May-2020	Sheldon Title	1.00	Update WEPP letter after speaking to Sheri Aberback in Montreal to accommodate a bilingual mailing to Quebec-based employees per Doug Lucky's advice that certain former employees would require it in French; discussion with Doug on Montreal realizations and email to Doug on same
01-May-2020	Jessie Hue	.30	Follow up with the BMO letter request to freeze/close account.
13-May-2020	Sheri Aberback	1.00	Translation of WEPP notice to ST's specifications; multiple communications
14-May-2020	Sheri Aberback	.30	Another review of Notice and POC
10-May-2020	Sheldon Title	1.00	Review of WEPP spreadsheets
11-May-2020	Sheldon Title	.40	Emails to/from Isabel on remaining questions and email to Litwack to develop one master listing; email to Stam to confirm her agreement on mass termination

DATE	PROFESSIONAL	HOURS	DETAILED TIME DESCRIPTIONS
13-May-2020	Sheldon Title	.40	Finalization of WEPP bilingual notice after receiving comments from Sheri; email to Michael re: proof of claim
23-May-2020	Sheldon Title	.50	Team meeting (Ariel, Michael, Jessie) to have data input; review of registration info and call with Hue on same;
26-May-2020	Sheldon Title	.20	Email exchange with Ariel; email to Jessie on CCAA estate number issue
12-May-2020	Jessie Hue	.50	Follow up with the Bank on the fax send regarding frozen account.
12-May-2020	Jessie Hue	.50	Meeting with M. Litwack S. Ayer and P. Bigaignon on WEPP admin.
25-May-2020	Jessie Hue	.50	Meeting with S. Title Ariel and M. Litwack on WEPP admin.
25-May-2020	Jessie Hue	.60	TIFF registration for WEPP and email to S. Title.
26-May-2020	Jessie Hue	.40	Update the WEPP schedule with dates, amended the registration form and email amended copy to S. Title. Respond to A. Hazan inquiry.
27-May-2020	Jessie Hue	.60	Website postings.
27-May-2020	Jessie Hue	.30	Correspond with A. Hazan and request to send as a zip file for filing in our directory and saving accordingly.
12-May-2020	Patrice Bigaignon	.30	Conference call with M. Litwack and others regarding WEPP
01-May-2020	Michael Litwack	1.90	Researching termination pay entitlements; Completed WEPP schedule for Quebec employees.
05-May-2020	Michael Litwack	3.10	Review of provincial legislation re termination pay entitlements; Emails re termination pay; Emails re employees not eligible for WEPP; Completed WEPP schedule for NB, Sask, BC and AB; Emails re mass termination provisions.
06-May-2020	Michael Litwack	1.00	Revisions to WEPP schedule to adjust for successor employer issue; Emails re WEPP schedule.
08-May-2020	Michael Litwack	2.20	Review of data provided by D. Lucky re employees; Call with S. Title; Built Excel schedules to compare existing WEPP data with employee data from D. Lucky; Emails re employees terminated prior to appointment.
11-May-2020	Michael Litwack	1.20	Preparation of single schedule for all eligible employees; Revisions to schedule; Emails with S. Title.
12-May-2020	Michael Litwack	2.30	Meeting w/ administrative staff re direction on mailing of WEPP notices; Revisions to WEPP schedule; Prepared WEPP notice to employees as

DATE	PROFESSIONAL	HOURS	DETAILED TIME DESCRIPTIONS
			well as a mail merged WEPP notice with proof of claim for each employee; Emails with S Title.
14-May-2020	Michael Litwack	1.60	Emails re termination letters; Prepared revised proof of claim and schedules for Quebec including french translation; Email to S. Aberback re french translation.
15-May-2020	Michael Litwack	1.80	Preparation of merge for Quebec employees WEPP mailings; Review and revision to Quebec proof of claims forms; Revision to mail merge for non-QC employees WEPP notifications; Emails re employee terminations; Direction to J Hue re mailing for WEPP notices.
25-May-2020	Michael Litwack	.40	Meeting re WEPP filings
26-May-2020	Ariel Hazan	4.50	WEPP employee registration
27-May-2020	Ariel Hazan	2.50	WEPP employee registration and verification.

SUMMARY OF TIME CHARGES

PROFESSIONAL	AVERAGE HOURLY RATE	HOURS	AMOUNT
Jessie Hue – Estate Administrator (Corporate Insolvency)	217.00	4.2	911.40
Sheldon Title – Partner (Corporate Insolvency)	630.00	5.1	3213.00
Akhil Kapoor – Manager (Corporate Insolvency)	366.00	3.5	1281.00
Michael Litwack – Manager (Corporate Insolvency)	366.00	17.2	6295.20
Ariel Hazan – Analyst (Corporate Insolvency)	168.00	7.0	1176.00
Patrice Bigaignon – Partner (Corporate Insolvency)	207.00	0.3	62.10
Sheri Aberback – Partner (Corporate Insolvency)	535.00	1.3	695.50
TOTAL		38.6	\$ 13,637.20

Invoice



Invoice Number : 9397495

Client Number : 0785562

Invoice Date : Jul 15 2020

Invoice Terms : Due Upon Receipt

DEL Equipment Inc.
210 Harry Walker Pkwy N
Newmarket, ON L3Y 7B4

For Professional Services Rendered :

For professional services rendered in our capacity as Receiver

Over the Limited Receivership Property of DEL Equipment Inc. and
administering the Wage Earner Protection Program for the period ending
June 30, 2020 8,200.30

Sub Total : 8,200.30

Harmonized Sales Tax : 1,066.04

Total (CAD) : 9,266.34

HST Registration Number : 103697215 RT 0001

Invoices are due and payable upon receipt.

Thank you for your business. We
sincerely appreciate your trust in us.

Licensed Insolvency Trustees
111 RICHMOND STREET WEST, SUITE 300;
TORONTO ON; M5H 2G4
P: (416) 596-1711 F: (416) 596-7894 www.MNPDebt.ca

DETAILED TIME CHARGES

DATE	PROFESSIONAL	HOURS	DETAILED TIME DESCRIPTIONS
01-Jun-2020	Jessie Hue	2.50	Review of various template cover letters and incorporate various elements to the new cover letter in preparation of mailing.
01-Jun-2020	Michael Litwack	.60	Preparation of updated notice of WEPP for Quebec; Emails re French translation.
01-Jun-2020	Ariel Hazan	.70	Corrections to French translation in notice of WEPP
02-Jun-2020	Sheldon Title	.20	review of final Quebec notice and forward email to Jessie on same
02-Jun-2020	Jessie Hue	2.90	Printing proof of claims and schedule A, sort Service Canada filings made by Ariel and move to another folder for printing, prepare labels, follow up the WEPP notice for Quebec.
03-Jun-2020	Michael Litwack	.30	Meeting w/ J Hue re direction on mailing WEPP packages.
04-Jun-2020	Jessie Hue	5.00	Sort and assemble the employee proof of claims, cover letter and the Service Canada confirmation of the trustee's filings. Identify the filings for amending as filed as claim received and advised S. Title for amendments. Email Ariel the pdf of the list. Stuff, stable and label envelope. correspondence in the evening with Ariel and confirming amounts.
05-Jun-2020	Jessie Hue	.40	Banking at branch, receipt of fund at BMO.\
05-Jun-2020	Jessie Hue	2.20	Saving the amended filings with Service Canada to the directory, sort the confirmation from the filing for printing purposes, email Ariel and S. Title confirming amount will not show as entered on the original submission with Service Canada. Prepare revised mailing.
08-Jun-2020	Jessie Hue	.40	Banking, prepare EFT transfer from the trust to the retainer.
10-Jun-2020	Sheldon Title	.10	email from Isabel on new info; forward to Ariel to process
16-Jun-2020	Jessie Hue	1.10	Dealing with WEPP inquiries, assist with completing claims.
16-Jun-2020	Jessie Hue	.50	Banking, inquiry with courier,
16-Jun-2020	Jessie Hue	.20	Banking, follow up on deposit.
17-Jun-2020	Jessie Hue	.40	Dealing with employee calls regarding WEPP claim, follow up with S. Title on cheque from Waste Systems.

DATE	PROFESSIONAL	HOURS	DETAILED TIME DESCRIPTIONS
17-Jun-2020	Michael Litwack	1.00	Completed WEPP notice and proof of claims for newly terminated employees; Direction re WEPP notice to newly terminated employees.
18-Jun-2020	Jessie Hue	.80	Dealing with calls and assisting with WEPP claim forms.
18-Jun-2020	Jessie Hue	.70	Filing with Service Canada, saving the claims and confirmation of filing with Service Canada.
18-Jun-2020	Vicky Perahoritis	.70	Comm with Mr. Joel Cohen - review of the WEPPA Notification received and clarification of what he needs to complete with the said notice. Email addressed to Mr. Cohen with a copy of the WEPPA Notice
19-Jun-2020	Jessie Hue	2.80	Mailing second round of employee WEPP claims, e-filing with Service Canada and enclose with the mailing. Update mailing address and resend notice, proof of claim and Service Canada filing. Dealing with employee claims and assist on completing their claim.
22-Jun-2020	Jessie Hue	1.80	Dealing with WEPP inquires and completing claim.
23-Jun-2020	Jessie Hue	3.70	T/c and assist with WEPP claims, enter and save proof of claims, update tracker. Various proof of claim converted to pdf. Enter claims as received with Service Canada and email send employee confirmation.,
23-Jun-2020	Michael Litwack	.20	Returning call to creditor
24-Jun-2020	Michael Litwack	.20	Call from former employee re WEPP claim; Review of WEPP schedule; Direction to J Hue re sending WEPPA package.
25-Jun-2020	Jessie Hue	.40	Prepare the notice and proof of claim form to send by email and password protect pdf.
25-Jun-2020	Jessie Hue	1.50	Dealing with employee inquires, filing claims with service Canada and update the tracker.
26-Jun-2020	Jessie Hue	.90	Dealing with employee claims and assist with completing their claim. Filing claims with Service Canada.
26-Jun-2020	Michael Litwack	.20	Emails w/ S. Title re employees with new WEPP claims.
30-Jun-2020	Sheldon Title	.20	Email exchange with Isabel on dawn Edmonds and other amendments to master WEPP list
30-Jun-2020	Jessie Hue	2.40	Saving proof of claims, merging documents, review of and filing of claims received with Service Canada. Email employee confirmation. T/c with employees.
30-Jun-2020	Michael Litwack	.20	Emails re WEPP applications.

SUMMARY OF TIME CHARGES

PROFESSIONAL	AVERAGE HOURLY RATE	HOURS	AMOUNT
Jessie Hue – Estate Administrator (Corporate Insolvency)	217.00	30.6	6640.20
Sheldon Title – Partner (Corporate Insolvency)	630.00	0.5	315.00
Ariel Hazan – Estate Administrator (Corporate Insolvency)	168.00	0.7	117.60
Michael Litwack – Estate Administrator (Corporate Insolvency)	373.00	2.7	1007.10
Vicky Perahoritis – Estate Administrator (Corporate Insolvency)	172.00	0.7	120.40
TOTAL		35.2	\$ 8,200.30

Invoice



Invoice Number : 9425565

Client Number : 0785562

Invoice Date : Aug 11 2020

Invoice Terms : Due Upon Receipt

DEL Equipment Inc.
210 Harry Walker Pkwy N
Newmarket, ON L3Y 7B4

For Professional Services Rendered :

For professional services rendered in our capacity as Receiver 3,280.20

Over the Limited Receivership Property of DEL Equipment Inc. and
administering the Wage Earner Protection Program for the period ending July
31, 2020

Harmonized Sales Tax : 426.43

Total (CAD) : 3,706.63

HST Registration Number : 103697215 RT 0001

Invoices are due and payable upon receipt.

Thank you for your business. We
sincerely appreciate your trust in us.

Licensed Insolvency Trustees
111 RICHMOND STREET WEST, SUITE 300;
TORONTO ON; M5H 2G4
P: (416) 596-1711 F: (416) 596-7894 www.MNPDebt.ca

DETAILED TIME CHARGES

DATE	PROFESSIONAL	HOURS	DETAILED TIME DESCRIPTIONS
21-Jul-2020	Jessie Hue	.50	Email WEPP claim to employee that had not received due to address change and email M. Litwack confirmation.
23-Jul-2020	Jessie Hue	.60	Dealing with WEPP inquiry, email update with former employee claims was filed. T/c and assist with completing claim and process.
02-Jul-2020	Michael Litwack	.60	Processing WEPP applications for 3 newly terminated employees; Direction to J Hue re WEPPA.
02-Jul-2020	Jessie Hue	.90	Respond to inquiries, assist with claim and filing with Service Canada.
03-Jul-2020	Jessie Hue	.60	Save claims to the directory, filing of claims received with Service Canada and updating the WEPP tracker. Email confirming filing and requesting for signature on forms. Email follow up with M. Litwack and S. Title as to status of the mailing and the notice and yet to complete.
06-Jul-2020	Jessie Hue	.40	Filing the proof of claim as received with Service Canada and update the tracker.
07-Jul-2020	Michael Litwack	.20	Emails re commission claim by former employee.
13-Jul-2020	Jessie Hue	.30	Dealing with WEPP claim inquiry by email and t/c.
15-Jul-2020	Jessie Hue	1.20	Review invoice docket, correct invoice and processing in MPM. Save invoice with docket and email the two final invoices.
16-Jul-2020	Jessie Hue	.40	Filing claims as received with Service Canada and updating tracker, f/u call regarding incomplete claim.
20-Jul-2020	Jessie Hue	.50	Filing claim as received with Service Canada and updating the tracker. Save confirmation of payment of WEPP to the directory.
21-Jul-2020	Patricia Ball	.10	June bank rec
21-Jul-2020	Jessie Hue	.70	T/c with employee regarding claim, saving confirmation of payments from Service Canada in the directory.
22-Jul-2020	Jessie Hue	.20	Save CRA audit response to the directory and email S. Tile.
23-Jul-2020	Jessie Hue	.30	Email and call with former employee regarding claim.
02-Jul-2020	Sheldon Title	.20	Call to Stanley Emmanuel son to return call on answering question concerning the maximum payment under the WEPP
07-Jul-2020	Jessie Hue	.40	Saving confirmation of payment from Service Canada to the directory, filing claim as received with Service Canada and update the tracker.

DATE	PROFESSIONAL	HOURS	DETAILED TIME DESCRIPTIONS
28-Jul-2020	Michael Litwack	2.50	Call to employee re WEPP claim; Emails re employee with potential WEPP claim; Emails w/ I Marques; Prepared WEPP forms for remaining employees and updated WEPP schedule.
29-Jul-2020	Michael Litwack	.20	Call to former employee re WEPP eligibility; Emails w/ A Hazan re uploading information to Service Canada
30-Jul-2020	Ariel Hazan	.75	WEPP applications
29-Jul-2020	Michael Litwack	.50	Preparation of WEPP notices and packages; Direction re mailing of packages.

SUMMARY OF TIME CHARGES

PROFESSIONAL	AVERAGE HOURLY RATE	HOURS	AMOUNT
Jessie Hue – Estate Administrator (Corporate Insolvency)	217.00	7.0	1,519.00
Sheldon Title – Partner (Corporate Insolvency)	630.00	0.2	126.00
Ariel Hazan – Estate Administrator (Corporate Insolvency)	168.00	0.75	126.00
Michael Litwack – Estate Administrator (Corporate Insolvency)	373.00	4.0	1,492.00
Patricia Ball – Estate Administrator (Corporate Insolvency)	172.00	0.1	17.20
TOTAL		12.05	\$ 3,280.20

Invoice



Invoice Number : 9457289

Client Number : 0785562

Invoice Date : Sep 10 2020

Invoice Terms : Due Upon Receipt

DEL Equipment Inc.
210 Harry Walker Pkwy N
Newmarket, ON L3Y 7B4

For Professional Services Rendered :

For professional services rendered in our capacity as Receiver
Over the Limited Receivership Property of DEL Equipment Inc. and
administration of the Wage Earner Protection Program
for the period ending August 31, 2020

2,298.40

Harmonized Sales Tax : 298.79

Total (CAD) : 2,597.19

HST Registration Number : 103697215 RT 0001

Invoices are due and payable upon receipt.

Thank you for your business. We
sincerely appreciate your trust in us.

Licensed Insolvency Trustees
111 RICHMOND STREET WEST, SUITE 300;
TORONTO ON; M5H 2G4
P: (416) 596-1711 F: (416) 596-7894 www.MNPDebt.ca

DETAILED TIME CHARGES

DATE	PROFESSIONAL	HOURS	DETAILED TIME DESCRIPTIONS
05-Aug-2020	Jessie Hue	.70	T/c and email with former employees regarding WEPP, email the notice to the correct mailing address. Respond to inquiry from the engagement email.
07-Aug-2020	Jessie Hue	1.30	Saving the confirmation of payment to the directory, dealing with employee claims and updating the schedule.
10-Aug-2020	Michael Litwack	.20	Response to D. Lucky questions re WEPPA
12-Aug-2020	Jessie Hue	.30	T/c with former employee regarding WEPP claim received and review instructions for submitting to our office.
12-Aug-2020	Jessie Hue	.20	Dealing with employee call regarding WEPP claim and unable to locate, forward call to M. Litwack for confirmation. Dealing with former employee as to the status of payment and assist with their filing.
12-Aug-2020	Jessie Hue	.30	Filing of the WEPP claim with Service Canada and update the tracker.
12-Aug-2020	Michael Litwack	.20	Email re WEPP claim
13-Aug-2020	Jessie Hue	.30	Updating the confirmation of payment to the WEPP schedule.
13-Aug-2020	Jessie Hue	.40	Dealing with former employees inquires regarding completing their claims.
14-Aug-2020	Sheldon Title	.20	call from/to Charles Dupuis on status of WEPP claim
14-Aug-2020	Jessie Hue	.60	Dealing with employee WEPP claims and follow up with Service Canada.
17-Aug-2020	Jessie Hue	.60	Mailing of the WEPP notice and proof of claims to employees.
17-Aug-2020	Jessie Hue	.40	T/c and email with inquires to status of payment and complete claim.
17-Aug-2020	Michael Litwack	.60	Direction to A. Hazan re WEPP applications for remaining employees; Preparation of notices and forms for last three employees; Direction to J Hue re sending notices to last three employees.
17-Aug-2020	Ariel Hazan	.50	WEPPA applications
19-Aug-2020	Jessie Hue	2.50	Entry of confirmation of payments to the directory and updating tracker. Data entry update amount owing to Service Canada and claims received to date. Follow up with employees on pending issues. T/c with Service Canada and email update to employees. Follow up with employee to date and sign proof of claim. Respond to engagement email account,

DATE	PROFESSIONAL	HOURS	DETAILED TIME DESCRIPTIONS
20-Aug-2020	Jessie Hue	.30	Saving confirmation of payment to the directory and update the WEPP schedule.
21-Aug-2020	Jessie Hue	.20	T/c and email with employee regarding WEPP claim.
26-Aug-2020	Jessie Hue	.20	Save the confirmation of payment to the directory and update the WEPP tracker.
26-Aug-2020	Michael Litwack	.50	Prepared schedule of employee termination calculations and WEPP payments; Emails w/ D Lucky.
27-Aug-2020	Michael Litwack	.30	Emails w/ D Lucky; Prepared schedule for all employees WEPP claims.

SUMMARY OF TIME CHARGES

PROFESSIONAL	AVERAGE HOURLY RATE	HOURS	AMOUNT
Sheldon Title – Partner (Corporate Insolvency)	630.00	0.2	126.00
Michael Litwack – Manager (Corporate Insolvency)	366.00	1.8	658.80
Jessie Hue – Estate Administrator (Corporate Insolvency)	172.00	8.3	1427.60
Ariel Hazan – Analyst (Corporate Insolvency)	172.00	0.5	86.00
TOTAL		10.8	\$ 2,298.40

Invoice



Invoice Number : 9485166

Client Number : 0785562

Invoice Date : Oct 5 2020

Invoice Terms : Due Upon Receipt

DEL Equipment Inc.
210 Harry Walker Pkwy N
Newmarket, ON L3Y 7B4

For Professional Services Rendered :

For professional services rendered in our capacity as Receiver 2,153.40

Over the Limited Receivership Property of DEL Equipment Inc. and
administering the Wage Earner Protection Program for the period ending
September 30, 2020

Harmonized Sales Tax : 279.94

Total (CAD) : 2,433.34

HST Registration Number : 103697215 RT 0001

Invoices are due and payable upon receipt.

Thank you for your business. We
sincerely appreciate your trust in us.

Licensed Insolvency Trustees
111 RICHMOND STREET WEST, SUITE 300;
TORONTO ON; M5H 2G4
P: (416) 596-1711 F: (416) 596-7894 www.MNPDebt.ca

DETAILED TIME CHARGES

DATE	PROFESSIONAL	HOURS	DETAILED TIME DESCRIPTIONS
01-Sep-2020	Jessie Hue	0.70	Review email account and respond to inquiries, filling claims as received with Service Canada, save executed claims to the directory and update the WEPP tracker. T/c with former employee as to status and process.
02-Sep-2020	Jessie Hue	0.40	Dealing with employee with potential revision on the WEPP claim, review information and email M. Litwack.
03-Sep-2020	Jessie Hue	0.50	Review WEPP schedule and POC, email M. Litwack findings and advise of the employee date of employment discrepancy.
03-Sep-2020	Jessie Hue	0.30	Saving notice of confirmation of payment to the directory and update the WEPP tracker.
03-Sep-2020	Michael Litwack	0.30	Emails re employee claim correction; Review of employee data for termination dates and changes; Direction to J Hue
04-Sep-2020	Jessie Hue	0.40	Save and enter claim, file as received with Service Canada and update WEPP tracker.
08-Sep-2020	Jessie Hue	0.30	Follow up call with Service Canada in relation to a claim filed as received and Service Canada advising employee of issue.
08-Sep-2020	Jessie Hue	0.40	Filing claims as received with Service Canada, updating confirmation of payment to the spreadsheet and saving forms to the directory.
09-Sep-2020	Jessie Hue	0.40	Revisions to employee proof of claim due to start date incorrect, revised and email employee to forward executed form. Respond to employee inquiry re; WEPP.
10-Sep-2020	Jessie Hue	0.50	Dealing with WEPP claim regarding amendment to information. Email confirming number of confirmation of payments made by Service Canada.
10-Sep-2020	Michael Litwack	0.30	Emails re tracking of employee claims; Meeting w/ A Kapoor.
12-Sep-2020	Michael Litwack	1.10	Emails w/ D Lucky; Prepared schedule for information requested for WEPP claims; Prepared additional schedule for D Lucky
15-Sep-2020	Jessie Hue	0.60	Revision to the amended claim and filing with service Canada, update the tracker and email with employee claims filed as received with SC.
16-Sep-2020	Michael Litwack	0.20	Response to D Lucky w/ information requested re employee claims
18-Sep-2020	Sheldon Title	0.20	email to Michael re: WEPP amendments and need to revisit calcs
21-Sep-2020	Jessie Hue	0.40	Respond to employee WEPP inquiry, filing WEPP claim as received with Service Canada and update the WEPP tracker schedule.
22-Sep-2020	Jessie Hue	0.80	Posting various documents corrections to and update website.
30-Sep-2020	Jessie Hue	0.30	Save confirmation of payment for WEPP and update tracker.

SUMMARY OF TIME CHARGES

Invoice Number: 9485166

Client Number: 07855632

PROFESSIONAL	AVERAGE HOURLY RATE	HOURS	AMOUNT
Michael Litwack – Manager (Corporate Insolvency)	366.00	1.9	\$ 695.40
Sheldon Title – Partner (Corporate Insolvency)	630.00	0.2	126.00
Jessie Hue – Estate Administrator (Corporate Insolvency)	222.00	6.0	1,332.00
TOTAL		8.1	\$ 2,153.40

**IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C.
1985, c. C-36, AS AMENDED
AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF DEL
EQUIPMENT INC.**

Court File No.: CV-19-629552-00CL

Applicant

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

Proceeding commenced at TORONTO

AFFIDAVIT OF SHELDON TITLE
(Sworn October 23, 2020)

NORTON ROSE FULBRIGHT CANADA LLP
222 Bay Street, Suite 3000, P.O. Box 53
Toronto, ON M5K 1E7

Jennifer Stam LSO#: 46735J

Tel: +1 416.202.6707

Fax: +1 416.216.3930

Email: jennifer.stam@nortonrosefulbright.com

Lawyers for the Monitor, MNP Ltd.

APPENDIX D

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,
R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT
OF DEL EQUIPMENT INC.

Applicant

AFFIDAVIT OF JENNIFER STAM
(Sworn October 23, 2020)

I, Jennifer Stam, of the City of Toronto, MAKE OATH AND SAY:

1. I am a barrister and solicitor qualified to practice law in the Province of Ontario and a Partner with Norton Rose Fulbright Canada LLP ("**NRF**"), counsel for MNP Ltd. ("**MNP**"), in its capacity as Court-appointed monitor (the "**Monitor**") in the *Companies' Creditors Arrangement Act* proceedings of DEL Equipment Inc. (the "**Applicant**") and as such have knowledge of the matters herein deposed to. Where I have indicated that I have obtained facts from other sources, I believe those facts to be true.
2. I was previously Of Counsel with Goldman Sloan Nash & Haber LLP ("**GSNH**"), the former counsel for the Monitor. A Notice of Change of Lawyer form was filed on August 17, 2020 indicating the change of counsel from GSNH to NRF.
3. I make this affidavit in support of a motion by the Applicant for, among other things, approval of the fees and disbursements of GSNH and NRF as counsel to the Monitor for the period from April 1, 2020 to September 30, 2020. The fees summarized herein also include any fees or disbursements incurred in providing advice to MNP as receiver in the matter bearing Court file No. CV-20-00640027-00CL.
4. Attached hereto as **Exhibit "A"** is a schedule summarizing the accounts of GSNH and NRF rendered to the Monitor for fees and disbursements incurred by GSNH and NRF in connection with these proceedings for the period from April 1, 2020 to September 30, 2020.

5. Attached hereto as **Exhibit "B"** is a statement of experience summarizing the respective years of call and billing rates of each of the professionals at GSNH and NRF that rendered services to the Monitor, the hours worked by each such individual, and a blended hourly rate for the file.

6. Attached hereto as **Exhibit "C"** are true copies of the accounts rendered to the Monitor for the above-noted period. I confirm that these accounts accurately reflect the services provided by GSNH and NRF and the fees and disbursements claimed by them in this matter for the above-noted period.

7. In connection with these proceedings, the Monitor also retained Stewart McKelvey ("**SM**") to act as its agent in New Brunswick for the limited purpose of providing a security opinion on New Brunswick law. Attached hereto as **Exhibit "D"** is a true copy of SM's account rendered to the Monitor in this matter.

8. To the best of my knowledge, the rates charged by GSNH and NRF throughout the course of these proceedings are comparable to the rates charged by other law firms in the Toronto market for the provision of similar services. I believe that the total hours, fees and disbursements incurred by GSNH and NRF on this matter are reasonable and appropriate in the circumstances.

SWORN BEFORE ME via videoconference in the City of Toronto, in the Province of Ontario, on this 23rd day of October, 2020.


A Commissioner for taking Affidavits (or as may be)

Gianni Lucas Bianchi, a Commissioner, etc.,
Province of Ontario,
for Norton Rose Fulbright Canada LLP /
S.E.N.C.R.L., s.r.l., Barristers and Solicitors.
Expires January 5, 2021.


JENNIFER STAM

THIS IS **EXHIBIT "A"** TO THE AFFIDAVIT OF
JENNIFER STAM SWORN BEFORE ME VIA
VIDEOCONFERENCE IN THE CITY OF TORONTO IN
THE PROVINCE OF ONTARIO,
THIS 23RD DAY OF OCTOBER, 2020.



A Commissioner for taking Affidavits (or as may be)

Gianni Lucas Bianchi, a Commissioner, etc.,
Province of Ontario,
for Norton Rose Fulbright Canada LLP /
S.E.N.C.R.L., s.r.l., Barristers and Solicitors.
Expires January 5, 2021.

SCHEDULE OF ACCOUNTS

Account No.	Account Date	For Billing Period Ending	Fees	Costs	Tax	TOTAL
<i>Goldman Sloan Nash & Haber LLP</i>						
180513	Jun-02-2020	May-27-2020	\$ 13,533.50	\$ 62.55	\$ 1,767.49	\$ 15,363.54
181008	Jul-06-2020	Jun-29-2020	\$ 441.50	\$ 0.00	\$ 57.40	\$ 498.90
181372	Aug-04-2020	Jul-23-2020	\$ 476.00	\$ 0.00	\$ 61.88	\$ 537.88
<i>Norton Rose Fulbright Canada LLP</i>						
9090276953	Oct-06-2020	Sep-30-2020	\$ 6,008.00	\$ 65.17	\$ 789.51	\$ 6,862.68
TOTAL:			\$ 20,459.00	\$ 127.72	\$ 2,676.28	\$ 23,263.00

THIS IS **EXHIBIT "B"** TO THE AFFIDAVIT OF
JENNIFER STAM SWORN BEFORE ME VIA
VIDEOCONFERENCE IN THE CITY OF TORONTO IN
THE PROVINCE OF ONTARIO,
THIS 23RD DAY OF OCTOBER, 2020.



A Commissioner for taking Affidavits (or as may be)

**Gianni Lucas Bianchi, a Commissioner, etc.,
Province of Ontario,
for Norton Rose Fulbright Canada LLP /
S.E.N.C.R.L., s.r.l., Barristers and Solicitors.
Expires January 5, 2021.**

STATEMENT OF EXPERIENCE

Name	Year of Call	Billing Rate	Hours Worked
Gallop, Anne (NRF)	2000	\$ 650.00	0.8
Stam, Jennifer (GSNH)	2002	\$ 595.00	20.8
Stam, Jennifer (NRF)	2002	\$ 595.00	7.4
Bianchi, Gianni (NRF)	-	\$ 310.00	3.5
Parent, Katie (GSNH)	-	\$ 250.00	8.3
TOTAL HOURS:			40.8

Blended Rate: (excl. Disbursements and HST)
$\$20,459.00 \div 40.8 \text{ hours} = \$ 501.45$

THIS IS **EXHIBIT "C"** TO THE AFFIDAVIT OF
JENNIFER STAM SWORN BEFORE ME VIA
VIDEOCONFERENCE IN THE CITY OF TORONTO IN
THE PROVINCE OF ONTARIO,
THIS 23RD DAY OF OCTOBER, 2020.



A Commissioner for taking Affidavits (or as may be)

Glanni Lucas Bianchi, a Commissioner, etc.,
Province of Ontario,
for Norton Rose Fulbright Canada LLP /
S.E.N.C.R.L., s.r.l., Barristers and Solicitors.
Expires January 5, 2021.



Suite 1600
480 University Avenue
Toronto, Ontario
M5G1V2

Telephone: (416) 597-9922
Facsimile: (416) 597-3370

MNP Ltd.
111 Richmond Street West
Suite 300
Toronto, ON M5H 2G4
Canada

Billing Lawyer Jennifer Stam
Invoice No. 180513
HST # 12233 6290 RT0001
Invoice Date June 2, 2020

Attention: Sheldon Title

Client ID: 101723 Matter ID: 0001

RE: DEL Equipment Inc.

FOR PROFESSIONAL SERVICES RENDERED for the period April 1, 2020 to May 27, 2020

Date	Professional	Narrative	Hours	Rate	Amount
04/01/20	KP	Receipt of filed Monitor's Certificate from Commercial List; forwarding same to Goodman's and J. Stam.;	0.20	250.00	50.00
04/01/20	JS	Conversation with S. Title re various matters and next steps; considering same;	0.70	595.00	416.50
04/06/20	JS	Correspondence re WEPPA receivership and distribution motion;	0.30	595.00	178.50
04/10/20	JS	Correspondence with S. Title re fee estimates and motion matters;	0.50	595.00	297.50
04/13/20	JS	Conference call with C. Armstrong and S. Title re April motion and next steps; considering same;	0.60	595.00	357.00
04/14/20	KP	Preparing materials for fee affidavit, including all accounts;	0.10	250.00	25.00
04/14/20	JS	Correspondence with S. Title re confidentiality of purchase price;	0.10	595.00	59.50
04/15/20	KP	Preparing draft of fee affidavit; calculating timekeeper hours and invoices tallies; reporting to J.	1.30	250.00	325.00



ACCOUNTS ARE DUE WHEN RENDERED

Pursuant to the Solicitor's Act interest at a rate of 3.00% per annum will be charged on amounts due, calculated commencing one month after the date of delivery of this account. Any disbursements recorded after preparation of this account will be billed at a later date.

Date	Professional	Narrative	Hours	Rate	Amount
		Stam;			
04/17/20	KP	Finalizing fee affidavit and exhibits;	0.30	250.00	75.00
04/18/20	JS	Reviewing draft motion materials; correspondence re same; finalizing fee affidavit;	1.50	595.00	892.50
04/18/20	KP	Commissioning affidavit and preparing electronic copy of same;	0.40	250.00	100.00
04/20/20	JS	Conversation with S. Title re distribution motion; considering issues re same; correspondence re same;	0.70	595.00	416.50
04/21/20	JS	Reviewing draft report; correspondence re same; considering issues re same; correspondence with Goodmans re WEPP application; reviewing same;	1.20	595.00	714.00
04/21/20	KP	Correspondence with A. Harmes regarding service of motion materials; discussion with J. Stam regarding same; obtaining additional email for Nova Scotia tax authorities; reporting to A. Harmes; updating service list; drafting service letter for courier packages of third report;	1.00	250.00	250.00
04/22/20	JS	Several conversations and correspondence with S. Title re report; considering Goodmans comments on same; correspondence re same;	0.80	595.00	476.00
04/22/20	KP	Attendance to finalizing and serving Third Report; correspondence with J. Stam and A. Harmes regarding same; finalizing service letter; preparing affidavit of service; drafting service email; reviewing final report; serving same; reporting to J. Stam;	1.50	250.00	375.00
04/23/20	KP	Attending to service of third report via courier; swearing affidavit of service; preparing electronic copy of same; correspondence with A. Harmes and J. Stam regarding filing of same with Commercial List;	0.80	250.00	200.00
04/24/20	JS	Attending to closing matters; correspondence re same;	1.00	595.00	595.00
04/27/20	KP	Receipt of Factum of Applicant; organizing all motion materials for April 29 for J. Stam use;	0.30	250.00	75.00
04/28/20	JS	Reviewing revised orders; correspondence with Goodmans re same;	0.50	595.00	297.50
04/29/20	JS	Attending video court hearing; conversation with C. Armstrong re Gincor motion; conversation with S. Title re same; considering issues re same; reviewing company's factum re same;	1.20	595.00	714.00
05/01/20	JS	Reviewing company factum and motion material; considering monitor points re same; conversation with S. Title re same;	1.20	595.00	714.00

Date	Professional	Narrative	Hours	Rate	Amount
05/01/20	KP	Receipt of responding materials for May 5, 2020 hearing; preparing for J. Stam; drafting correspondence enclosing same with hyperlinks to the Commercial List;	0.50	250.00	125.00
05/04/20	JS	Reviewing GINCOR responding material and considering issues on payment dispute motion; Conversation with J. Wadden and C. Armstrong re GINCOR motion and various issues re same including settlement offer; conversation with S. Title re same; preparing for same;	2.30	595.00	1,368.50
05/05/20	JS	Preparing for an attending video conference hearing re Gin-Cor payment; correspondence re same; conversation with S. Title re same; correspondence re liquidation proposal;	2.70	595.00	1,606.50
05/07/20	JS	Correspondence re claims process and timing for bankruptcy; reviewing Gin-Cor decision;	0.30	595.00	178.50
05/14/20	JS	Reviewing auction order and related documents; correspondence re same; commenting on same;	0.80	595.00	476.00
05/15/20	JS	Correspondence re WEPP and related issues with A. Gallop and S. Title; reviewing draft auction agreement; commenting on same;	1.20	595.00	714.00
05/19/20	KP	Receipt and review of motion record for May 27, 2020;	0.20	250.00	50.00
05/21/20	JS	Reviewing report re auction agreement; correspondence re same;	0.70	595.00	416.50
05/22/20	KP	Finalizing Fourth Report for service; preparing email to service list; serving Fourth Report; arranging for courier service with Goodmans; reporting to J. Stam; preparing and swearing affidavit of service; correspondence with A. Harmes regarding email to Justice Hainey with all motion materials;	1.40	250.00	350.00
05/22/20	JS	Correspondence re draft report; attending to matters re same for service;	0.50	595.00	297.50
05/26/20	KP	Preparing electronic copies of motion materials for J. Stam use; confirming filing of motion materials;	0.20	250.00	50.00
05/27/20	JS	attending video court hearing re liquidation agreement; correspondence re same; correspondence re distribution to Diesel	0.50	595.00	297.50

Sub-Total Fees: 13,533.50

HST on Fees: 1,759.36

SUMMARY OF PROFESSIONAL SERVICES

PROFESSIONAL	HOURS	HOURLY RATE	AMOUNT
Katie Parent	8.20	250.00	2,050.00
Jennifer Stam	19.30	595.00	11,483.50
	<u>27.50</u>		<u>13,533.50</u>

DISBURSEMENTS

Courier 62.55

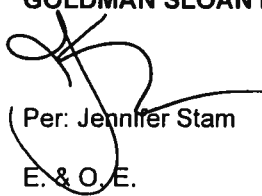
Sub-Total Disbursements: 62.55
Disbursements marked with * indicate exempt

HST on Disbursements: 8.13

TOTAL LEGAL FEES AND DISBURSEMENTS (includes \$1,767.49 HST): \$ **15,363.54**

THIS IS OUR ACCOUNT HEREIN

GOLDMAN SLOAN NASH & HABER LLP


Per: Jennifer Stam
E. & O. E.



Suite 1600
480 University Avenue
Toronto, Ontario
M5G1V2

Telephone: (416) 597-9922
Facsimile: (416) 597-3370

Remittance Advice

MNP Ltd.
111 Richmond Street West
Suite 300
Toronto, ON M5H 2G4
Canada

Attention: Sheldon Title

Invoice No. 180513
Invoice Date: June 2, 2020

Client ID: 101723
Matter ID: 0001
Billing Attorney: JS

Current Billing:	15,363.54
Previous Balance:	0.00
Total Amount:	15,363.54
Amount Remitted:	\$ _____



For General Account Only

Please include \$15.00 extra for wiring fees.

For payment by wire, please send funds to:

Canadian Imperial Bank of Commerce

Address: 595 Bay Street Toronto, On M5G 2C2
Transit No.: 05702
Bank No.: 010
Swift Code: CIBCCATT
Account Name: Goldman Sloan Nash & Haber LLP – General Account
Account No.: 05702-11-78717

Reference: 101723.0001 – 180513



Suite 1600
480 University Avenue
Toronto, Ontario
M5G1V2

Telephone: (416) 597-9922
Facsimile: (416) 597-3370

MNP Ltd.
111 Richmond Street West
Suite 300
Toronto, ON M5H 2G4
Canada

Billing Lawyer Jennifer Stam
Invoice No. 181008
HST # 12233 6290 RT0001
Invoice Date July 6, 2020

Attention: Sheldon Title

Client ID: 101723 Matter ID: 0001

RE: DEL Equipment Inc.

FOR PROFESSIONAL SERVICES RENDERED for the period June 1, 2020 to June 29, 2020

Date	Professional	Narrative	Hours	Rate	Amount
06/01/20	KP	Email correspondence to S. Title attaching BMO debt assignment to Diesel;	0.10	250.00	25.00
06/11/20	JS	correspondence re various disclaimer notices;	0.20	595.00	119.00
06/29/20	JS	Conversation with S. Title re incentives	0.50	595.00	297.50
Sub-Total Fees:					441.50
HST on Fees:					57.40

SUMMARY OF PROFESSIONAL SERVICES

PROFESSIONAL	HOURS	HOURLY RATE	AMOUNT
Katie Parent	0.10	250.00	25.00
Jennifer Stam	0.70	595.00	416.50
	<u>0.80</u>		<u>441.50</u>




ACCOUNTS ARE DUE WHEN RENDERED

Pursuant to the Solicitor's Act interest at a rate of 3.00% per annum will be charged on amounts due, calculated commencing one month after the date of delivery of this account. Any disbursements recorded after preparation of this account will be billed at a later date.

TOTAL LEGAL FEES AND DISBURSEMENTS (includes \$57.40 HST): \$ **498.90**

THIS IS OUR ACCOUNT HEREIN

GOLDMAN SLOAN NASH & HABER LLP



Per: Jennifer Stam

E. & O. E.



Suite 1600
480 University Avenue
Toronto, Ontario
M5G1V2

Telephone: (416) 597-9922
Facsimile: (416) 597-3370

Remittance Advice

MNP Ltd.
111 Richmond Street West
Suite 300
Toronto, ON M5H 2G4
Canada

Attention: Sheldon Title

Invoice No. 181008
Invoice Date: July 6, 2020

Client ID: 101723
Matter ID: 0001
Billing Attorney: JS

Current Billing:	498.90
Previous Balance:	0.00
Total Amount:	498.90
Amount Remitted:	\$ _____



For General Account Only

Please include \$15.00 extra for wiring fees.

For payment by wire, please send funds to:

Canadian Imperial Bank of Commerce

Address: 595 Bay Street Toronto, On M5G 2C2
Transit No.: 05702
Bank No.: 010
Swift Code: CIBCCATT
Account Name: Goldman Sloan Nash & Haber LLP – General Account
Account No.: 05702-11-78717

Reference: 101723.0001 – 181008



Suite 1600
480 University Avenue
Toronto, Ontario
M5G1V2

Telephone: (416) 597-9922
Facsimile: (416) 597-3370

MNP Ltd.
111 Richmond Street West
Suite 300
Toronto, ON M5H 2G4
Canada

Billing Lawyer Jennifer Stam
Invoice No. 181372
HST # 12233 6290 RT0001
Invoice Date August 4, 2020

Attention: Sheldon Title

Client ID: 101723 Matter ID: 0001

RE: DEL Equipment Inc.

FOR PROFESSIONAL SERVICES RENDERED for the period July 6, 2020 to July 23, 2020

Date	Professional	Narrative	Hours	Rate	Amount
07/06/20	JS	Conversation with A. Gallop re WEPP and employment law question; correspondence with S. title re same;	0.40	595.00	238.00
07/16/20	JS	Correspondence re Diesel settlement and release;	0.20	595.00	119.00
07/23/20	JS	Reviewing revised lease terminations; correspondence re same	0.20	595.00	119.00
Sub-Total Fees:					476.00
HST on Fees:					61.88

SUMMARY OF PROFESSIONAL SERVICES

PROFESSIONAL	HOURS	HOURLY RATE	AMOUNT
Jennifer Stam	0.80	595.00	476.00
	<u>0.80</u>		<u>476.00</u>



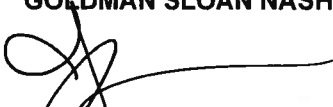
ACCOUNTS ARE DUE WHEN RENDERED

Pursuant to the Solicitor's Act interest at a rate of 3.00% per annum will be charged on amounts due, calculated commencing one month after the date of delivery of this account. Any disbursements recorded after preparation of this account will be billed at a later date.

TOTAL LEGAL FEES AND DISBURSEMENTS (includes \$61.88 HST): \$ **537.88**

THIS IS OUR ACCOUNT HEREIN

GOLDMAN SLOAN NASH & HABER LLP



Per: Jennifer Stam
E. & O. E.



Suite 1600
480 University Avenue
Toronto, Ontario
M5G1V2

Telephone: (416) 597-9922
Facsimile: (416) 597-3370

Remittance Advice

MNP Ltd.
111 Richmond Street West
Suite 300
Toronto, ON M5H 2G4
Canada

Attention: Sheldon Title

Invoice No. 181372
Invoice Date: August 4, 2020

Client ID: 101723
Matter ID: 0001
Billing Attorney: JS

Current Billing:	537.88
Previous Balance:	0.00
Total Amount:	537.88
Amount Remitted:	\$ _____



For General Account Only

Please include \$15.00 extra for wiring fees.

For payment by wire, please send funds to:

Canadian Imperial Bank of Commerce

Address: 595 Bay Street Toronto, On M5G 2C2
Transit No.: 05702
Bank No.: 010
Swift Code: CIBCCATT
Account Name: Goldman Sloan Nash & Haber LLP – General Account
Account No.: 05702-11-78717

Reference: 101723.0001 – 181372

INVOICE

Invoice Number 9090276953
Matter Number 1001114650
Invoice Date October 06, 2020
NRF Contact Jennifer Stam
Your VAT No 103697215

NORTON ROSE FULBRIGHT

Norton Rose Fulbright Canada LLP
222 Bay Street, Suite 3000, P.O. Box 53
Toronto ON M5K 1E7
Canada

Tel: +1 416-216-4000

Fax: +1 416-216-3930

www.nortonrosefulbright.com

GST/HST No. 111340006

Accounts Contact:

nrcreceivables@nortonrosefulbright.com

For the attention of: Sheldon Title,
Vice President
sheldon.title@mnpc.ca

**MNP Ltd., in its capacity as
Monitor of Del Equipment Inc.
300-111 Richmond Street West
Toronto ON M5H 2G4
Del Equipment Inc.**

Professional Services Rendered to September 30, 2020

Charges
CAD

SUMMARY

Taxable Fees	6,008.00
Taxable Disbursements	65.17
Taxable Amount	6,073.17
HST 13.000%	789.51
TOTAL AMOUNT DUE AND PAYABLE	CAD 6,862.68

Payable Upon Receipt
PAYMENT INFORMATION

RBC Financial Group, 1 Place Ville Marie, Montreal, Québec, CANADA H3C 3B5, Bank 003, Transit 00001, ACC. No. 161-327-2, Swift Code # ROYCCAT2. Include invoice number on transfer order.

Invoice Date October 06, 2020

Invoice Number 9090276953

Matter Description Del Equipment Inc.

Matter Number 1001114650

Del Equipment Inc.

TIME DETAILS

<u>DATE</u>	<u>NAME</u>	<u>HOURS</u>	<u>DESCRIPTION</u>
07/06/2020	Gallop, A	0.30	Telephone conversation with J. Stam regarding transferred employees' entitlement to statutory notice, severance pay or WEPPA payments in the event the new employer terminates the employees' employment.
08/14/2020	Stam, J	0.80	Conference call regarding Gincor appeal and next steps. Considering same.
08/17/2020	Stam, J	1.30	Reviewing Gincor appeal materials. Considering monitor position regarding same.
09/08/2020	Bianchi, G	0.50	Corresponding with J. Stam regarding upcoming report and updating service list.
09/08/2020	Stam, J	0.70	Reviewing stay extension materials. Reviewing Court of Appeal decision. Correspondence regarding same. Correspondence regarding various matters.
09/09/2020	Stam, J	0.20	Correspondence regarding September motion and report.
09/10/2020	Bianchi, G	3.00	Drafting covers for report to be served, preparing service letter and email, corresponding with J. Stam and A. Harms regarding process for service, compiling report for service and filing and carrying out steps for same.
09/10/2020	Gallop, A	0.30	Review letter from Employment Standards Officer regarding demand for information. Review Employment Standards Act in respect of entitlement for Employment Standards Officer to request information. Exchange of emails with J. Stam regarding the same.
09/10/2020	Stam, J	1.10	Working on matters to finalize report. Conversations and correspondence with S. Title regarding same. Conversations regarding Ministry of Labour letter and considering same.
09/14/2020	Gallop, A	0.20	Telephone call with J. Stam regarding common employer under the ESA, and ESA Officer's request for information.
09/14/2020	Stam, J	0.30	Conversation with A. Gallop regarding ESA matters.
09/14/2020	Stam, J	0.70	Preparing for and attending court regarding extension and asset sale.
09/15/2020	Stam, J	0.70	Conference call with S. Title, Goodmans regarding MOL letter and related matters. Considering same.
09/16/2020	Stam, J	0.30	Considering ministry of labour issues. Correspondence regarding same.
09/17/2020	Stam, J	0.70	Drafting response to MOL. Correspondence regarding same.

This invoice may include fees and disbursements of the member firms of Norton Rose Fulbright. Such fees and disbursements of member firms other than Norton Rose Fulbright Canada LLP are invoiced and collected by Norton Rose Fulbright Canada LLP as agent of the relevant member firm. Norton Rose Fulbright Canada LLP is a limited liability partnership established in Canada. Norton Rose Fulbright Canada LLP, Norton Rose Fulbright LLP, Norton Rose Fulbright Australia, Norton Rose Fulbright South Africa Inc. and Norton Rose Fulbright US LLP are separate legal entities and all of them are members of Norton Rose Fulbright, a Swiss verein. Norton Rose Fulbright helps coordinate the activities of the members but does not itself provide legal services to clients. For more information, see nortonrosefulbright.com.

NORTON ROSE FULBRIGHT

Invoice Date	October 06, 2020	Invoice Number	9090276953
Matter Description	Del Equipment Inc.		
Matter Number	1001114650		

09/21/2020	Stam, J	0.60	Correspondence regarding pension issues. Conversation with S. Title regarding same.
Total		11.70	

TIME SUMMARY

<u>NAME</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
Partner			
Gallop, A	0.80	650.00	520.00
Stam, J	7.40	595.00	4,403.00
		Sub Total	4,923.00
Paralegal			
Bianchi, G	3.50	310.00	1,085.00
		Sub Total	1,085.00
Total		11.70	6,008.00

DISBURSEMENT SUMMARY

<u>DESCRIPTION</u>	<u>QTY</u>	<u>AMOUNT</u>
Taxable		
Courier Fee	1.00	65.17
TOTAL		73.65

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THIS IS **EXHIBIT "D"** TO THE AFFIDAVIT OF
JENNIFER STAM SWORN BEFORE ME VIA
VIDEOCONFERENCE IN THE CITY OF TORONTO IN
THE PROVINCE OF ONTARIO,
THIS 23RD DAY OF OCTOBER, 2020.



A Commissioner for taking Affidavits (or as may be)

**Gianni Lucas Bianchi, a Commissioner, etc.,
Province of Ontario,
for Norton Rose Fulbright Canada LLP /
S.E.N.C.R.L., s.r.l., Barristers and Solicitors.
Expires January 5, 2021.**



PO Box 20105, Brunswick Square, Saint John, NB Canada E2L 5B2
Telephone 506.632.1970 Facsimile 506.652.1989

MNP Ltd., in its capacity as Monitor of Del
Equipment Inc.
111 Richmond Street, West, Suite 300
Toronto ON M5h 2G4

February 24, 2020
Invoice: 90798211
SM002641 - 00656
Billing Timekeeper: Julia Parent
GST Registration No. R121769053

For Professional Services Rendered
Re: MNP Ltd. in its capacity as Monitor of Del Equipment Inc. - Security Review

FEES

Feb 10, 2020	JNP	Emails with instructions and materials for review.	
Feb 13, 2020	SRK	Perform PPSA searches (x3) regarding DEL Equipment et al.	
Feb 13, 2020	JNP	Conduct searches, review materials provided and begin drafting security review opinion.	
Feb 14, 2020	AHM	Review of credit documents. Review and revise opinion. Conference J Parent. Various emails.	
Feb 14, 2020	JNP	Discussion with A. McMackin regarding opinion. Telephone call to V. Gauthier and P. Choi regarding opinion. Review opinion and email same to A. McMackin for review. Finalize draft opinion and email same to V. Gauthier and P. Choi.	
Total Fees			\$3,000.00

DISBURSEMENT SUMMARY

PPSA Search Fees	30.00
Total Disbursements	\$30.00

*Items not subject to GST/HST

SUMMARY

Total Fees, Other Charges and Disbursements	3,030.00
13% HST on Taxable Fees, Other Charges & Disbursements	393.90
Total Account Due:	<u>\$3,423.90</u>



NEW BRUNSWICK OFFICE Saint John · Moncton · Fredericton
Remit to: PO Box 20105, Brunswick Square, Saint John, NB Canada E2L 5B2
Telephone 506.632.1970 Facsimile 506.652.1989
GST Registration No. R121769053

MNP Ltd., in its capacity as Monitor of Del Equipment Inc. Our File: SM002641-00656
111 Richmond Street, West, Suite 300 Invoice: 90798211
Toronto ON M5h 2G4 CA Date: February 24, 2020

RE: MNP Ltd. in its capacity as Monitor of Del Equipment Inc. - Security Review

Please return this page with your remittance so we may ensure your account is properly credited.

For Professional Services Rendered and Other Charges:	\$3,000.00
Disbursements Incurred:	30.00
13% HST on Taxable Fees, Other Charges & Disbursements	393.90
Total Account Due:	<u>\$3,423.90</u>

**All services and accounts are rendered in Canada and in Canadian Dollars
Please make payments payable to Stewart McKelvey**

Payable upon Receipt

Interest at 1% per month (12% per annum) on unpaid balance over 30 days.

**For ease of payment we accept Cheques, Visa/Mastercard (on invoices under \$10,000)
and Wires/Electronic Funds Transfer (EFT)**

Wire/EFT Payment Instructions:

Royal Bank of Canada	ABA Routing Number: 021000021
1871 Hollis Street	Swift Code: ROYCCAT2
Halifax, NS B3J 0C3	IBAN Number: 003104033600003
Stewart McKelvey – Operating Account	Account Number: 1040336
1959 Upper Water Street	Transit Number: 00003
Halifax, NS	

**For more info please contact Accounts Receivable at 506.632.1970 or
Accountsreceivable@stewartmckelvey.com**



NEW BRUNSWICK OFFICE Saint John · Moncton · Fredericton
Remit to: PO Box 20105, Brunswick Square, Saint John, NB Canada E2L 5B2
Telephone 506.632.1970 Facsimile 506.652.1989
GST Registration No. R121769053

OUTSTANDING INVOICE SUMMARY

Date	Invoice Number	Total Billed	Balance
February 24, 2020	90798211	3,423.90	3,423.90
		Outstanding Balance	3,423.90

**All services and accounts are rendered in Canada and in Canadian Dollars
Please make payments payable to Stewart McKelvey**

Payable upon Receipt

Interest at 1% per month (12% per annum) on unpaid balance over 30 days.

**For ease of payment we accept Cheques, Visa/Mastercard (on invoices under \$10,000)
and Wires/Electronic Funds Transfer (EFT)**

Wire/EFT Payment Instructions:

Royal Bank of Canada
1871 Hollis Street
Halifax, NS B3J 0C3
Stewart McKelvey – Operating Account
1959 Upper Water Street
Halifax, NS
Swift Code: ROYCCAT2
ABA Routing Number: 021000021
IBAN Number: 003104033600003
Account Number: 1040336
Transit Number: 00003

**For more info please contact Accounts Receivable at 506.632.1970 or
Accountsreceivable@stewartmckelvey.com**

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C.
1985, c. C-36, AS AMENDED
AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF
DEL EQUIPMENT INC.

Court File No.: CV-19-629552-00CL

Applicant

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

Proceeding commenced at TORONTO

AFFIDAVIT OF JENNIFER STAM
(Sworn October 23, 2020)

NORTON ROSE FULBRIGHT CANADA LLP
222 Bay Street, Suite 3000, P.O. Box 53
Toronto, ON M5K 1E7

Jennifer Stam (LSO# 46735J)

Tel: 416-202-6707

Fax: 416-216-3930

Email: Jennifer.stam@nortonrosefulbright.com

Lawyers for the Monitor, MNP Ltd.

**IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C.
1985, c. C-36, AS AMENDED
AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF DEL
EQUIPMENT INC.**

Court File No.: CV-19-629552-00CL

Applicant

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

Proceeding commenced at TORONTO

AFFIDAVIT OF SHELDON TITLE
(Sworn October 23, 2020)

NORTON ROSE FULBRIGHT CANADA LLP
222 Bay Street, Suite 3000, P.O. Box 53
Toronto, ON M5K 1E7

Jennifer Stam LSO#: 46735J

Tel: +1 416.202.6707

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Email: jennifer.stam@nortonrosefulbright.com

Lawyers for the Monitor, MNP Ltd.