

COURT FILE NUMBER Q.B. No. 1884 of 2019

COURT OF QUEEN'S BENCH FOR SASKATCHEWAN  
IN BANKRUPTCY AND INSOLVENCY

JUDICIAL CENTRE SASKATOON

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, RSC 1985, c C-36, AS  
AMENDED (the "CCAA")

AND

IN THE MATTER OF A PROPOSED PLAN OF ARRANGEMENT FOR THE CREDITORS OF  
101098672 SASKATCHEWAN LTD., MORRIS INDUSTRIES LTD., MORRIS SALES AND SERVICE  
LTD., CONTOUR REALTY INC., and MORRIS INDUSTRIES (USA) INC.

**SALE APPROVAL AND VESTING ORDER - AUCTION SALE OF CERTAIN ASSETS OF MORRIS  
SALES and SERVICE LTD.**

Before the Honourable Mr. Justice R.W. Elson in Chambers the 6th day of March, 2020.

Upon the application of Alvarez & Marsal Canada Inc., in its capacity as the Court-appointed monitor (the "**Monitor**") within these proceedings (the "**CCAA Proceedings**") under the *Companies' Creditors Arrangement Act*, RSC 1985, c c-36 (the "**CCAA**") by 101098672 Saskatchewan Ltd., Morris Industries Ltd., Morris Sales and Service Ltd. ("**MSS**"), Contour Realty Inc. and Morris Industries (USA) Inc. (collectively, "**Morris Group**") pursuant to the Initial Order of the Honourable Mr. Justice R.S. Smith granted in the CCAA Proceedings on January 8, 2020 (the "**Initial Order**"), the Amended and Restated Initial Order of the Honourable Mr. Justice R.S. Smith granted in the CCAA Proceedings on January 16, 2020 (the "**ARI Order**") and pursuant to the Order (Enhancement of Monitor's Powers) of the Honourable Mr. Justice R.W. Elson granted in the CCAA Proceedings on February 18, 2020 (the "**EMP Order**"), and upon hearing from counsel for other interested parties, and upon reading the Notice of Application of the Monitor dated March 3, 2020 (the "**Notice of Application**"), the Third Report of the Monitor dated March 3, 2020 (the "**Third Report**"), the Appendix to the Third Report of the Monitor dated March 3, 2020 (the "**Appendix**"), the Confidential Appendix to the Third Report (the "**Confidential Appendix**"), the Brief of Law on behalf of the Monitor, and a proposed Draft Order, all filed, and the pleadings and proceedings had and taken herein:

**THE COURT ORDERS:**

**SERVICE**

1. Service of the Notice of Application on behalf of the Monitor and the materials filed in support thereof (collectively, the "**Application Materials**") shall be and is hereby deemed to be good and valid and, further, shall be and is hereby abridged, such that service of such Application Materials is deemed to be timely and sufficient.

**APPROVAL OF AUCTION SALE**

2. The auction sale process (the "**Auction Sale**") contemplated in the Contract to Auction dated March 4, 2020 (the "**Ritchie Bros. Contract**") between MSS, by and through the Monitor, and Ritchie Bros. Auctioneers (Canada) Ltd. ("**Ritchie Bros.**") and appended to the Confidential Appendix, for the sale by Ritchie Bros. of the right, title and interest in and to the assets described therein (the "**Purchased Assets**") is declared to be commercially reasonable and in the best interests of MSS and its creditors

and other stakeholders and is hereby authorized and approved, with such minor amendments thereto as the Monitor may deem necessary.

3. MSS, by and through the Monitor, shall be, and is hereby, authorized and directed to sell all or substantially all of the assets described in **Schedule "B"** to this Order (the "**MSS Assets**") outside the ordinary course of business by public auction, upon substantially the same terms and conditions set out in the Ritchie Bros. Contract, and to execute such documents and to perform such acts as may be reasonably required in order to complete such sale(s) of the MSS Assets.
- 3A. Without limiting the generality of the foregoing, the Ritchie Bros. transaction fees set out in **Schedule "C"** to this Order, to be charged to the ultimate purchasers, shall be and are hereby authorized and approved.

#### **VESTING OF PROPERTY**

4. Upon the sale by auction of any or all of the Purchased Assets, the Monitor shall deliver to Ritchie Bros. a Monitor's Certificate substantially in the form set out in **Schedule "A"** hereto (each, a "**Monitor's Certificate**").
5. The Monitor may rely upon written communications from Ritchie Bros. regarding the closing of a sale of any or all of the Purchased Assets and shall have no liability with respect to the delivery of the Monitor's Certificate.
6. Upon delivery of a Monitor's Certificate, all right, title and interest in and to the assets described in that Monitor's Certificate shall vest absolutely in the name of the purchaser named in the Monitor's Certificate (or its nominee), free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, interests, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, judgments, enforcement charges, levies, charges, or other financial or monetary claims (collectively, "**Encumbrances**") and all rights of others, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**") including, without limiting the generality of the foregoing:
  - (a) any encumbrances or charges created by the ARI Order and the EMP Order; and
  - (b) all charges, security interests or claims evidenced by registrations pursuant to *The Personal Property Security Act*, CCSM, c P35, or any other personal property registry system

and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets named in any Monitor's Certificate shall be, and are hereby, expunged and discharged as against the Purchased Assets as at the time of the delivery of the Monitor's Certificate.

7. Upon delivery of the Monitor's Certificate to the Purchaser, the Monitor shall be and is hereby authorized to effect such discharges or revisions in the Manitoba Personal Property Registry and any applicable motor vehicle registry as may be reasonably required to conclude a transaction of purchase and sale.
8. All net sale proceeds derived from the sale(s) of any MSS Assets ("**Net Sale Proceeds**") shall stand in place and stead of the respective MSS Assets from which they are derived.
9. From and after the delivery of a Monitor's Certificate, all Encumbrances and all rights of others shall attach to the Net Sale Proceeds from the sale of the Purchased Assets in question with the same priority as they had with respect to such Purchased Assets immediately prior to the sale, as if those Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to closing of the transaction.



10. No purchaser (nor the nominee of any purchaser) shall, by virtue of the completion of a transaction of purchase and sale pursuant to this Order, have any liability of any kind whatsoever in respect of any Claims against MSS.
11. MSS and all persons who claim by, through or under MSS in respect of the Purchased Assets shall stand absolutely barred and foreclosed from all estate, right, title, interest, royalty, rental and equity of redemption of the Purchased Assets and, to the extent that any such person remains in possession or control of any of the Purchased Assets, they shall forthwith deliver possession thereof to the purchaser of such assets (or its nominee).
12. A purchaser (or its nominee) shall be entitled to hold and enjoy the Purchased Assets for its own use and benefit without any interference of or by MSS, or any person claiming by or through or against MSS.
13. [Intentionally deleted]
14. Forthwith after the delivery of a Monitor's Certificate to Ritchie Bros., the Monitor shall file a copy of the Monitor's Certificate with the Court, and shall serve a copy of the Monitor's Certificate on the recipients listed in the Service List maintained with respect to the CCAA Proceedings.
15. Notwithstanding:
  - a) the pendency of the CCAA Proceedings;
  - b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of MSS and any bankruptcy order issued pursuant to such applications;
  - c) any assignment in bankruptcy made in respect of MSS; and
  - d) the provisions of any federal statute, provincial statute or any other law or rule of equity,the vesting of any of the Purchased Assets in a purchaser (or its nominee) pursuant to this Order and the obligations of the Monitor pursuant to the Ritchie Bros. Contract, shall be binding on any trustee in bankruptcy that may be appointed in respect of MSS and shall not be void or voidable by creditors of MSS, nor shall it constitute nor be deemed to be a settlement, fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3 or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.
16. Any transaction of purchase and sale pursuant to this Order is exempt from any requirement under any applicable federal or provincial law to obtain shareholder approval and is exempt from the application of any bulk sales legislation in any Canadian province or territory.

#### APPROVAL OF THE ACTIVITIES OF THE MONITOR AND RELATED MATTERS

17. All activities, actions and proposed courses of action of the Monitor (collectively, the "**Actions of the Monitor**") to date in relation to the discharge of its duties and mandate as Monitor pursuant to the Initial Order, the ARI Order, the EMP Order and this Order (collectively, the "**Monitor's Mandate**"), as such Actions of the Monitor are more particularly described in the First Report of the Monitor dated January 14, 2020 (the "**First Report**"), the Second Report of the Monitor dated February 14, 2020 (the "**Second Report**") and the Third Report of the Monitor dated March 3, 2020 (the "**Third Report**") (and the Appendices thereto) shall be and are hereby approved and confirmed.

## SEALING OF CONFIDENTIAL DOCUMENTS

18. The Confidential Appendices to the Third Report shall be kept sealed and confidential and shall not form part of the public record, but rather shall be placed, kept separate and apart from all other contents of the Court file, in a sealed envelope which shall bear a notice which sets out the title of these proceedings and a statement that the contents are subject to a sealing order and shall only be opened upon further order of the Court or upon the filing of a Monitor's Certificate.

## MISCELLANEOUS MATTERS

19. The Monitor, the Purchaser (or its nominee) and any other interested party, shall be at liberty to apply for further advice, assistance and directions as may be necessary in order to give full force and effect to the terms of this Order and to assist and aid the parties in closing any transaction of purchase and sale pursuant to this Order.
20. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, the United States or Australia to give effect to this Order and to assist the Monitor 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 as to provide such assistance to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Monitor and its agents in carrying out the terms of this Order.
21. Service of this Order on any party not attending this application is hereby dispensed with. Parties attending this application shall be served in accordance with the Electronic Case Information and Service Protocol adopted in the ARI Order.

ISSUED at Saskatoon, Saskatchewan, this 6<sup>th</sup> day of March, 2020.

  
(Deputy) Local Registrar

## CONTACT INFORMATION AND ADDRESS FOR SERVICE:

Name of firm:	MLT Aikins LLP
Lawyer in charge of file:	Jeffrey M. Lee, Q.C. and Paul Olfert
Address of firm:	1500, 410 22 <sup>nd</sup> Street E, Saskatoon SK S7K 5T6
Telephone number:	306.975.7100
Email address:	<a href="mailto:JMLee@mltaikins.com">JMLee@mltaikins.com</a> / <a href="mailto:POlfert@mltaikins.com">POlfert@mltaikins.com</a>
File No:	35572.3

## SCHEDULE "A"

## FORM OF MONITOR'S CERTIFICATE

COURT FILE NUMBER Q.B. No. 1884 of 2019

COURT OF QUEEN'S BENCH FOR SASKATCHEWAN  
IN BANKRUPTCY AND INSOLVENCY

JUDICIAL CENTRE SASKATOON

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, RSC 1985, c C-36, AS  
AMENDED (the "CCAA")

AND

IN THE MATTER OF A PROPOSED PLAN OF ARRANGEMENT FOR THE CREDITORS OF  
101098672 SASKATCHEWAN LTD., MORRIS INDUSTRIES LTD., MORRIS SALES AND SERVICE  
LTD., CONTOUR REALTY INC., and MORRIS INDUSTRIES (USA) INC.

### MONITOR'S CERTIFICATE

#### RECITALS

- A. Pursuant to the Amended and Restated Initial Order of the Honourable Mr. Justice R.S. Smith granted in these proceedings on January 16, 2020 (the "**ARI Order**"), Alvarez and Marsal Canada Inc. was appointed monitor (the "**Monitor**") within these proceedings (the "**CCAA Proceedings**") under the *Companies' Creditors Arrangement Act*, RSC 1985, c c-36 (the "**CCAA**") by 101098672 Saskatchewan Ltd., Morris Industries Ltd., Morris Sales and Service Ltd. ("**MSS**"), Contour Realty Inc. and Morris Industries (USA) Inc. (collectively, "**Morris Group**");
- B. Pursuant to the Order (Enhancement of Monitor's Powers) of the Honourable Mr. Justice R.W. Elson granted in the CCAA Proceedings on February 18, 2020 (the "**EMP Order**"), the Monitor was empowered to carry out certain powers and to exercise certain rights for and on behalf of Morris Group in the manner more specifically described therein;
- C. Pursuant to the Sale Approval and Vesting Order – Auction Sale of Certain Assets of Morris Sales and Service Ltd. granted within the CCAA Proceedings on March 6, 2020 (the "**Sale Approval and Vesting Order**"), the Court approved the Contract to Auction (the "**Ritchie Bros. Agreement**") between MSS, by and through the Monitor, and Ritchie Bros. Auctioneers (Canada) Ltd. ("**Ritchie Bros.**") and provided for the vesting in the respective purchasers at auction of the right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to such Purchased Assets upon the delivery by the Monitor to Ritchie Bros. of a certificate confirming (i) the payment by the purchaser of the purchase price for the Purchased Assets in question; and (ii) the transaction of purchase and sale has been completed.
- D. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Sale Approval and Vesting Order.

#### THE MONITOR CERTIFIES the following:

- 1. The Purchaser, \_\_\_\_\_ (or its nominee) has paid and the Monitor has received the purchase price for the following assets:

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2. The conditions precedent to closing (if any) have been satisfied or waived by the Monitor and the Purchaser (or its nominee);
3. The purchase and sale transaction respecting the assets set out above has been completed; and
4. This Certificate was delivered by the Monitor at [Time] on [Date].

**ALVAREZ and MARSAL CANADA INC., in its capacity as Monitor of Morris Sales and Service Ltd., and not in its personal capacity.**

Per: \_\_\_\_\_

**Name and Title:**



## SCHEDULE "B"

### PURCHASED ASSETS

#	Item Description
1	Owner Equipment ID: US3419 Year: 2012 Manufacturer: Kubota Model: RTV-900XT Description: 4x4 Side By Side Machine Type: Utility Vehicle S/N: C8631 Hrs/Mil: 4230 hrs Tires / U/C: 80% C/W: diesel, hyd dump bed Location: Virden, MB
2	Owner Equipment ID: US3356 Year: 1993 Manufacturer: AGCO Model: ALLIS 5670A Machine Type: MFWD Tractor S/N: 001089 Hrs/Mil: 2064 hrs Tires / U/C: 80% C/W: Allied 594 ldr, bkt, HLA manure grapple, standard, canopy, 540 PTO, 3 pt hit ch, 12.4x24 F, 16.9x30 R Location: Virden, MB
3	Owner Equipment ID: US3344 Year: 2009 Manufacturer: Caterpillar Model: 277C Description: 2 Spd Machine Type: Multi Terrain Loader S/N: CD233744 Hrs/Mil: 3950 hrs  Location: Virden, MB
4	Owner Equipment ID: US3377 Year: 2013 Manufacturer: Snowblast Model: 8600A Description: 8 Ft 3 Point Hitch Machine Type: Snow Blower S/N: 001344 Hrs/Mil: 0 C/W: 1000 PTO, hyd chute, dbl chute Location: Virden, MB
5	Owner Equipment ID: US3388 Year: 2016 Manufacturer: Schulte Model: FLX-1510 Machine Type: Mower S/N: A10510394605 Hrs/Mil: 0 C/W: 1000 PTO
6	Owner Equipment ID: US3359 Year: 2011 Manufacturer: Schulte Model: FLX-1510 Machine Type: Mower S/N: A10510048106 Hrs/Mil: 0 Tires / U/C: 40% C/W: Big 1000 PTO Location: Virden, MB
7	Owner Equipment ID: US3415 Year: 2017 Manufacturer: John Deere Model: Z970R Description: 60 In. Zero Turn Riding Machine Type: Lawn Mower Hrs/Mil: 38 hrs C/W: 35 hp

8	Owner Equipment ID: US3308 Year: 2016 Manufacturer: Kubota Model: Z125EBR Description: 54 In. Zero Turn Riding Machine Type: Lawn Mower S/N: 14409 Hrs/Mil: 80 hrs Tires / U/C: 80% C/W: Briggs & Stratton, 25 hp Location: Virden, MB
9	Owner Equipment ID: US3329 Year: 2007 Manufacturer: Kubota Model: F2880 Description: 60 In. Front Mount Riding Machine Type: Lawn Mower S/N: 10743 Hrs/Mil: 2821 hrs Tires / U/C: 25% C/W: 3 cyl, diesel, hydrostatic, cab Location: Virden, MB
10	Owner Equipment ID: US3196 Year: 2011 Manufacturer: Kubota Model: T1880 Description: 41 In. Riding Machine Type: Lawn Mower S/N: 20894 Hrs/Mil: 0 Tires / U/C: F&R-75% C/W: gas, 18 hp, hydrostatic Location: Virden, MB
11	Owner Equipment ID: US3268 Year: 2010 Manufacturer: Kubota Model: T1880 Description: 42 In. Riding Machine Type: Lawn Mower S/N: 12338 Hrs/Mil: 0 Tires / U/C: 75% C/W: gas, 18 hp, hydrostatic Location: Virden, MB
12	Owner Equipment ID: US3291 Year: 1996 Manufacturer: Kubota Model: T1400 Description: 40 In. Riding Machine Type: Lawn Mower S/N: 51247 Hrs/Mil: 0 Tires / U/C: F&R-80% C/W: gas, 14 hp, hydrostatic Location: Virden, MB
13	Owner Equipment ID: US3407 Year: 1989 Manufacturer: Kubota Model: B6200HST Machine Type: Utility Tractor S/N: 20003 Hrs/Mil: 243 hrs Tires / U/C: 60% C/W: diesel, 3 cyl, hydrostatic, 54 in. belly mower, 540 PTO, 3 pt hitch Location: Virden, MB
14	Owner Equipment ID: US3345 Year: 2014 Manufacturer: John Deere Model: 635FD Description: 35 Ft Flex Draper Machine Type: Header S/N: 1H0635FDPE0765558 Hrs/Mil: 0 Tires / U/C: 90% C/W: P/U reel, hyd F&A, dividers, dbl knife drive, sgl pt hook-up, Horst transport Location: Virden, MB



15	<p>Owner Equipment ID: US3348  Year: 2008 Manufacturer: John Deere Model: 936D Description: 36 Ft Draper Machine Type: Header  S/N: H00936D725343  Hrs/Mil: 0  Tires / U/C: 50%  C/W: P/U reel, hyd F&amp;A, factory transport, sgl pt hook-up  Location: Virden, MB</p>
16	<p>Owner Equipment ID: US3408  Year: 2010 Manufacturer: MacDon Model: FD70 Description: 40 Ft Flex Draper Machine Type: Header  S/N: 199618  Hrs/Mil: 0  C/W: to fit Case IH AFX &amp; newer mid range combines, split P/U reel, hyd F&amp;A, cross auger, factory transport  Location: Virden, MB</p>
17	<p>Owner Equipment ID: US3274  Year: 2008 Manufacturer: Case IH Model: WD1203 Description: 30 Ft Machine Type: Swather  S/N: Y8G660882  Hrs/Mil: 1812 hrs  Tires / U/C: 50%  C/W: DHX302 hdr, s/n Y8ZB00608, factory transport, P/U reel, F&amp;A, dbl knife drive , 18.4x26 F, 14Lx16.1 R  Location: Virden, MB</p>
18	<p>Owner Equipment ID: US3290  Year: 2003 Manufacturer: Case IH Model: WDX1101 Description: 30 Ft Machine Type: Swather  S/N: HAJ0014102  Hrs/Mil: 0  Tires / U/C: 80%  C/W: DHX301 hdr, s/n DEH0002007, P/U reel, F&amp;A, dbl knife drive, 480/85R26 F, 31x 13.50x15 R</p>
19	<p>Owner Equipment ID: US3321  Year: 2009 Manufacturer: Seedmaster Model: M FOLD Description: 80 Ft Machine Type: Air Drill  S/N: 9392  Hrs/Mil: 0  Tires / U/C: 70%  C/W: 14 in. spacing, dbl shoot, 4.5 in. rubber packers, SBR hitch  Location: Virden, MB</p>
20	<p>Owner Equipment ID: US3401  Year: 2006 Manufacturer: Seedmaster Description: 60 Ft Machine Type: Air Drill  S/N: SM6134  Hrs/Mil: 0</p>
21	<p>Owner Equipment ID: US3380  Year: 2013 Manufacturer: Morris Model: C2 Contour Description: 61 Ft Machine Type: Air Drill  S/N: C261132062  Hrs/Mil: 0  Tires / U/C: 60%  C/W: 12 in. spacing, sgl shoot, liquid fert kit, 5.5 in. rubber packers, blockage monitor  Location: Virden, MB</p>

22	<p>Owner Equipment ID: US3099  Year: 2008 Manufacturer: Morris Model: Contour Description: 61 Ft Machine Type: Air Drill  S/N: CD60080009  Hrs/Mil: 0  Tires / U/C: 60%  C/W: 12 in. spacing, dbl shoot, 5.5 in. rubber packers  Location: Virden, MB</p>
23	<p>Owner Equipment ID: US3397  Year: 2008 Manufacturer: Bourgault Model: 3310PHD Description: 54 Ft Machine Type: Air Drill  S/N: 39377PH-11  Hrs/Mil: 0  Tires / U/C: 60%  C/W: 10 in. spacing, dbl shoot, mid-row banding, 4.5 in. rubber packers, 6450 450 bushels 3 comp't tow-behind tank, s/n 39458AS-09, dbl fan, 540/65R34 F, 30. 5Lx32 R  Location: Virden, MB</p>
24	<p>Owner Equipment ID: US3322  Year: 1994 Manufacturer: Bourgault Model: 8800 Description: 32 Ft Machine Type: Air Seeder  S/N: 822027  Hrs/Mil: 0  Tires / U/C: 30%  C/W: 8 in. spacing, sgl shoot, 3165 2 comp't tow-behind tank, s/n 4055, sgl fan, 7 in. load auger, 21.5x16.1  Location: Virden, MB</p>
25	<p>Owner Equipment ID: US3090  Year: 2002 Manufacturer: John Deere Model: 1900 Description: 340 +/- Bushel Tow-Behind Machine Type: Air Tank  S/N: A01900H695243  Hrs/Mil: 0  Tires / U/C: 60%  Owner To: fix flat tire  C/W: 3 comp't, sgl fan, 8 in. load auger, 21.5Lx16.1SL F, 30.5Lx32 R  Location: Virden, MB</p>
26	<p>Owner Equipment ID: US3387  Year: 1997 Manufacturer: Morris Model: 7300 Description: Tow-Behind Machine Type: Air Tank  S/N: CANNOT_VERIFY  Hrs/Mil: 0  Tires / U/C: 65%  C/W: 2 comp't, sgl fan, 8 in. load auger, 21.5x16.1 F, 23.1x26 R  Location: Virden, MB</p>
27	<p>Owner Equipment ID: US3336  Year: 2014 Manufacturer: Kuhn Model: 8310 Description: 34 Ft Tandem Machine Type: Disc  S/N: 8310-34-1018  Hrs/Mil: 0  Tires / U/C: 65%  Owner To: repair flat tires  C/W: 25 in. smooth rear blade, mud scrapers  Location: Virden, MB</p>

28	Owner Equipment ID: US3332 Year: 2014 Manufacturer: Kuhn Model: Excelerator 8000 Description: 8000 30 FT VERTICAL Machine Type: Disc S/N: 8000-30-3332 Hrs/Mil: 0 Tires / U/C: 65% C/W: 21 in. blades, mud scrapers, rear soil conditioner, roller baskets Location: Viriden, MB
29	Owner Equipment ID: US3368 Year: 2016 Manufacturer: Morris Model: Field Pro Description: 70 Ft Heavy Machine Type: Harrows S/N: FP70167787 Hrs/Mil: 0 Tires / U/C: 80% C/W: 26 in. x 5/8 in. tines, hyd tine pressure, hyd tine angle Location: Viriden, MB
30	Owner Equipment ID: US3389 Year: 2016 Manufacturer: Schulte Model: XH1000 Description: SERIES 4 10 FT 6 IN. ROTARY Machine Type: Mower S/N: C30910029604 Hrs/Mil: 0 Tires / U/C: 20% C/W: 1000 PTO, RH hyd swing
31	Owner Equipment ID: US3389 Year: 2016 Manufacturer: Schulte Model: XH1000 Description: SERIES 4 10 FT 6 IN. ROTARY Machine Type: Mower S/N: C30910028604 Hrs/Mil: 0 C/W: 1000 PTO
32	Owner Equipment ID: US3396 Year: 2011 Manufacturer: MacDon Model: R85 Rotary Disc Description: 13 Ft Disc Machine Type: Mower Conditioner S/N: 213391 Hrs/Mil: 0 Tires / U/C: 25% C/W: 1000 PTO, rubber on rubber rollers Location: Viriden, MB
33	Owner Equipment ID: US3271 Year: 2008 Manufacturer: MacDon Model: R80 Description: 13 Ft Disc Machine Type: Mower Conditioner S/N: 181723 Hrs/Mil: 0 Tires / U/C: 75% C/W: 1000 PTO, steel on steel rollers Location: Viriden, MB
34	Owner Equipment ID: US3334 Year: 2015 Manufacturer: Batco Model: 1545FL Description: 15 In. x 45 Ft Machine Type: Grain Conveyor S/N: 160714 Hrs/Mil: 0 Tires / U/C: 80% C/W: Kohler, elec start, hyd mover, hyd winch Location: Viriden, MB



35	<p>Owner Equipment ID: US3416  Year: 2014 Manufacturer: Farm King Model: 16104 Description: 16 IN. X 104 FT  MECHANICAL SWING Machine Type: Grain Auger  Hrs/Mil: 0</p>
36	<p>Owner Equipment ID: US3418  Year: 2009 Manufacturer: BUHLER FARM KING Model: 1370 Description: 13 IN. X 70 FT  MECHANICAL SWING Machine Type: Grain Auger  S/N: 21904489  Hrs/Mil: 0  Tires / U/C: 90%  C/W: 540 PTO, reverser, hyd winch, hyd swing  Location: Virden, MB</p>
37	<p>Owner Equipment ID: US3312  Year: 1985 Manufacturer: Walinga Model: 614F Machine Type: Grain Vac  S/N: MT614F4685022334  Hrs/Mil: 0  Tires / U/C: 50%  C/W: 1000 PTO, 6 in. flex hose  Location: Virden, MB</p>
38	<p>Owner Equipment ID: US3321  Year: 2009 Manufacturer: New Holland Model: P1060 Description: 430 +/- BUSHEL TOW-BEHIND Machine Type: Air Tank  S/N: Y9S015342  Hrs/Mil: 0  Tires / U/C: 70%  C/W: 3 comp't, dbl fan, 10 in. load auger, 21.5x16.1 F, 18.4x38 duals</p>
39	<p>Owner Equipment ID: US3401  Year: 2010 Manufacturer: Bourgault Model: 6280 Description: Tow-Behind Machine Type: Air Tank  S/N: 39946AS-02  Hrs/Mil: 0</p>
40	<p>Owner Equipment ID: US3380  Year: 2012 Manufacturer: John Deere Model: 1910 Description: 430 +/- BUSHEL TOW-BEHIND Machine Type: Air Tank  S/N: 1A81910HVCG745794  Hrs/Mil: 0  C/W: variable rate ctrl, sgl fan, 12 in. load conv, camera  Location: Virden, MB</p>
41	<p>Owner Equipment ID: US3427  Year: 2017 Manufacturer: Kubota Model: M7-151S Machine Type: MFWD Tractor  S/N: 10111  Hrs/Mil: 0  Tires / U/C: 90%  C/W: 148 hp, LM2605 ldr w/bkt, grapple, joystick, powershift LH rev, 3 hyd outlet s, 1000 PTO, 3 pt hitch, rear wheel weights, 540/65R26 F, 650/65R38 R  Location: Virden, MB</p>

42	<p>Owner Equipment ID: US3423  Year: 2015 Manufacturer: Kubota Model: L6060 Description: MFWD Machine Type: Utility Tractor  S/N: 40946  Hrs/Mil: 0  Tires / U/C: 95%  C/W: 62 hp, LA1055 ldr w/bkt, joystick, 2 hyd outlets, 540 PTO, 3 pt hitch, 10x16 .5 F, 17.5x24 R  Location: Virden, MB</p>
43	<p>Owner Equipment ID: US3425  Year: 2003 Manufacturer: Schulte Model: 2500 Giant Machine Type: Rock Picker  S/N: R10000349303  Hrs/Mil: 0  Tires / U/C: 60%  C/W: hyd driven, 3 batt  Location: Virden, MB</p>
44	<p>Year: 2015 Manufacturer: Kubota Model: ZD331 Description: 72 In. Zero Turn Machine Type: Mower  S/N: 42910  Hrs/Mil: 143 hrs  Tires / U/C: 80%  C/W: ROPS  Location: Virden, MB</p>
45	<p>Owner Equipment ID: US3185  Manufacturer: KUBOTA Model: F2880 Description: RIDING Machine Type: Lawn Mower  Hrs/Mil: 0    Location: VIRDEN</p>
46	<p>Owner Equipment ID: US3222  Manufacturer: ELMERS Description: HEADER TRANSPORT Machine Type: Header Transport  Hrs/Mil: 0    Location: Virden</p>
47	<p>Owner Equipment ID: US3293  Manufacturer: WHEATHEART Model: SUPER SWEEP Description: BIN SWEEP Machine Type: Grain Handling - Other  Hrs/Mil: 0    Location: VIRDEN</p>
48	<p>Owner Equipment ID: US3384  Year: 2017 Manufacturer: SAKUNDIAK Description: 10 IN. X 46 FT. Machine Type: Grain Auger  S/N: 4572  Hrs/Mil: 0    Location: VIRDEN</p>

## **SCHEDULE C**

### **Particulars of Ritchie Bros. Transaction Fees**

Successful bidders are required to pay a transaction fee:

Each purchased lot will be subject to a transaction fee of: (a) 10% on all lots selling for 10,000 or less, (b) 3.85% on all lots selling for more than 10,000 up to 33,500, with a minimum fee of 1,000 per lot or, (c) 1,290 on all lots selling for over 33,500 (in the currency of the auction). The transaction fee applies to on-site, online and proxy purchases and will be waived for purchases made in person at on-the-farm auctions.

A document administration fee will apply to all titled lots in the U.S. and Canada.