

QBG NO. 22 **OF 2011**
IN THE COURT OF QUEEN'S BENCH FOR SASKATCHEWAN
JUDICIAL CENTRE OF BATTLEFORD

BETWEEN:

DIANE WIRTH

PLAINTIFF/APPLICANT

AND:

**GRANT KUYPERS, SHELLY ANN KUYPERS
DEAN KUYPERS , BRANDON SCHREIBER,
GARY BARTOW, PETER WIRTH, BIG ISLAND COVE
OUTFITTERS LTD., BUCK PARADISE OUTFITTERS LTD.,
101059688 SASKATCHEWAN LTD., BUCK AND BEAR
WILDERNESS ADVENTURES LTD. AND 8 ACRE
HOLDINGS LTD.**

DEFENDANTS/RESPONDENTS

**BEFORE THE HONOURABLE
MR. JUSTICE D.B. KONKIN**

**) ON THE 10TH DAY OF
) November, 2011**

ORDER

UPON THE APPLICATION of the Plaintiff/Applicant, Diane Wirth, and upon having read the Affidavit of Diane Wirth and the consent of Deloitte & Touche Inc. to this appointment all filed:

IT IS HEREBY ORDERED THAT:

- 1) Deloitte & Touche Inc. be and it is hereby appointed receiver (hereinafter referred to as "Receiver") of all the present future undertaking, property and assets of the Defendants/Respondents BUCK AND BEAR WILDERNESS ADVENTURES LTD. and 8 ACRE HOLDINGS LTD. (collectively called "the Property") and also manager (hereinafter referred to as "Manager") with authority to manage and operate the business and undertaking of the Defendants/Respondents BUCK AND BEAR WILDERNESS ADVENTURES

LTD. and 8 ACRE HOLDINGS LTD. (who are collectively called "the Defendants") in a commercially reasonable manner.

2. The Defendants, its officers, servants, agents, contractors and all other persons having notice of this Order shall forthwith deliver to the Receiver and Manager all of the Property.
3. The Receiver and Manager be and it is hereby authorized and empowered to institute and prosecute all such suits, proceedings and actions in law as may in its judgment be necessary for the proper protection of the business or undertaking or any of the Property and also to defend any proceedings and actions instituted against the Defendants and to appear in and conduct the prosecution or defence of any such proceedings and actions now pending in any Court by or against the Defendants which, in the judgment of the Receiver and Manager, require prosecuting or defending and the authority hereby conveyed shall extend to such appeals as the Receiver and Manager shall deem proper and advisable.
4. The Receiver and Manager shall be at liberty to employ such assistants, agents, employees, auditors, advisors and counsel, including legal counsel and incur such disbursements as it may consider necessary for the purpose of carrying on the business or undertaking of the Defendants or for the purpose of protecting, preserving or disposing of the business or the Property or gathering in or assembling or selling or otherwise realizing on the Property.
5. The Receiver and Manger shall be at liberty and is hereby authorized and empowered, if in its judgment it is necessary or desirable, to:

- a) carry on the business of the Defendants;
- b) sell either by private sale or otherwise, lease, mortgage or otherwise realize on the Property or any part or parts thereof, provided however, that any sale or other realization which comprises all or a substantial portion of the Property and which is not in the ordinary course of the business of the Defendants, shall come into effect only after obtaining approval of this Court. All sales may be made without waiting for the determination of any inquiries or accounts which may be directed herein, provided that the purchase money shall be paid to the Receiver and Manager;
- c) extend the time for payment of any monies due to the Defendants with or without security and to settle or compromise any such indebtedness;
- d) take steps for the preservation and realization of the Property which shall include, without limiting the generality of the foregoing, the right to make payments to persons having mortgages, charges, security interests in or encumbrances on any of the Property ranking in priority to the interest held by the Plaintiff in the property or on which the Defendants may hold mortgages, charges or encumbrances; and
- e) enter into any agreements, or incur obligations necessary or reasonably incidental to the exercise of the aforesaid authorities and powers, including, without restricting the generality of the foregoing the power to borrow such monies as may be required to carry out the terms of this Order.

6. The Defendants or any principals of the Defendants or the Plaintiff or any nominee of the Plaintiff, as well as any other party or parties so interested, shall be at liberty from time to time to tender bids or submit offers to purchase to the Receiver and Manager respecting all or any part of the Property and to purchase from the Receiver and Manager, pursuant to sub-paragraph 5 (c) of this Order, all or any part or parts of the Property.
7. The Receiver and Manager be and it is hereby empowered to receive and collect all money now or hereafter owing to the Defendant and to execute, sign issue and endorse cheques, transfers of land, leases, assignment of leases, bills of sale, contracts, bills of lading or exchange and other documents necessary or convenient in the judgment of the Receiver and Manager, to give effect to this Order and to enter into arrangements or compromise any claims.
8. The Receiver and Manager be and it is hereby empowered to pay out of the monies coming into its hands such debts of the Defendant as in its judgement may be required to be paid in order to properly maintain or carry on the business or undertaking of the Defendant or to protect or preserve the business or any of the Property.
9. The Receiver and Manager shall not be required to furnish any security for the due and proper performance of its duties as such Receiver and manager.
10. The Receiver and Manager shall from time to time pass its accounts with respect to any property situate in Saskatchewan and pay the balance as this Court may direct.

11. The Receiver and Manager shall cause a copy of this Order to be served by registered mail upon all persons who, to the knowledge of the Receiver and Manager, are asserting a secured claim or claims against any of the undertaking, Property or assets of the Defendants.
12. Liberty is hereby reserved to all or any party or parties interested to vary this Order or to apply for further or other orders upon 7 days notice.
13. The Receiver and Manager shall be at liberty from time to time to apply to this Honourable Court for directions and guidance in discharge of its duties hereunder.
14. No proceedings or enforcement process in any Court or Tribunal shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.
15. Nothing in this Order shall require the Receiver to occupy or to take control, care, charge possession or management of any of the property of the Defendants that might be environmentally contaminated, might be a pollutant or a contaminant or might cause or contribute to any spill, discharge, release, or deposit of a substance contrary to any Federal, Provincial or other law relating to 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*, S.C. 199, c. 33, the *Fisheries Act*, R.S.C. 1985, c-F-14 and the *Environmental Protection and Management Act*, 2002, S.S. 2002, c.E-10.21, and regulations thereunder (collectively called "environmental legislation"), provided however, that nothing

herein shall exempt the Receiver from any duty to report or to make disclosure imposed by applicable environmental legislation. The Receiver shall not, as a result of this Order or anything done in pursuant of the Receiver's duties and powers under this Order, be deemed to be in possession of any of the property of the Defendants/Respondents within the meaning of any environmental legislation, unless the Receiver is actually in possession.

16. The reasonable fees and disbursements of the Receiver at its standard rates and charges shall be entitled to and are hereby granted a charge on the Property as security for such fees and disbursements both before and after making this Order in respect of the proceedings and that the Receiver's charge shall form a first charge on the property in priority to all security interests, trusts liens, charges and encumbrances, statutory or otherwise in favour of any person.

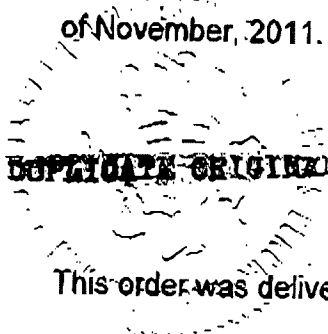
17. The Receiver shall be entitled to hold the sum of \$50,000.00 from the property as retainer, and prior to the passing of its accounts the Receiver shall be at liberty to apply reasonable amounts out of such monies in its hands against its fees and disbursements incurred at the normal rates and charges of the Receiver, and such amounts shall constitute advances against its remuneration and disbursements as and when approved by this Court.

18. The receiver shall pass its accounts from time to time and for this purpose the accounts of the Receiver are hereby referred to a Judge of the Court of Queen's Bench for Saskatchewan and may be heard on a summary basis.

19. Pursuant to Rule 38 of the *Rules of Court for Saskatchewan Synergy Credit Union Ltd.* shall be added as Defendants/Respondents in this action, and

that Synergy Credit Union Ltd. shall be served with a copy of this Order and from and after such service shall be parties Respondent in this application and shall be bound as if they had originally been parties hereto.

DATED at the Town of Battleford, in the Province of Saskatchewan this 16 day of November, 2011.



Sharon C. Kelly
Local Registrar

This order was delivered by:

FRANCIS & COMPANY
Box 2323
Meadow Lake, Sk.
S9X 1Z5

Whose address for service is: same as above

Telephone: (306) 236-5540

Facsimile: (306) 236-5571

Lawyer in Charge of File: Brenda L. Gregor

ADDENDUM TO THE ORDER OF MR. JUSTICE D.B. KONKIN made the 10th day of November, 2011.

That a recommendation is made by this Court that the Receiver Manager engage in consultation with Mr. Grant Kuypers throughout the management of the business and undertakings of Buck and Bear Wilderness Adventures Ltd. and 8 Acre Holdings Ltd., with respect to the operation of the business and undertakings of these entities.

Dated at the ^{Town} City of Battleford, in the Province of Saskatchewan this 10 day of November, 2011.

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Sharon Coles
Local Registrar

