

**IN THE COURT OF QUEEN'S BENCH FOR SASKATCHEWAN
JUDICIAL CENTRE OF SASKATOON**

**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
COPPER SANDS LAND CORP., WILLOW RUSH DEVELOPMENT CORP., PRAIRIE
COUNTRY HOMES LTD., MIDTDAL DEVELOPMENTS & INVESTMENTS CORP.,
JL DEVELOPMENTS & INVESTMENTS CORP., AND MDI UTILITY CORP.**

APPLICANTS

**THIRD REPORT OF THE MONITOR
DELOITTE RESTRUCTURING INC.**

August 30, 2018

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EXHIBITS

- Exhibit A – Amended and Restated Initial Order
- Exhibit B – Regina Leader Post and Saskatoon Star Phoenix Advertisements
- Exhibit C – August 2, 2018 Miller Thomson LLP Correspondence
- Exhibit D – August 3, 2018 MLT Aikins LLP Correspondence
- Exhibit E – August 13, 2018 MLT Aikins LLP Correspondence
- Exhibit F – Actual vs. Forecast Cash Flows for the Period June 25, 2018 to August 26, 2018
- Exhibit G – Updated Cash Flow Statement for the Period August 27, 2018 to October 21, 2018

INTRODUCTION

1. On November 15, 2017, Copper Sands Land Corp. (“**CSLC**”), Willow Rush Development Corp. (“**Willow Rush**”), Midtdal Developments & Investments Corp. (“**MDI**”), Prairie Country Homes Ltd. (“**Prairie Country**”), JIL Developments & Investments Corp. (“**JIL**”), and MDI Utility Corp. (collectively the “**Companies**” or the “**Applicants**”) filed for protection under the *Companies’ Creditors Arrangement Act* (the “**CCAA**”). The Honourable Justice Gabrielson reserved his decision at the November 15, 2017 hearing.
2. On November 21, 2017, Justice Gabrielson rendered his decision wherein he concluded that the Applicants’ initial CCAA application was premature, and adjourned the matter to December 7, 2017.
3. At the request of counsel for Industrial Properties Regina Ltd. (“**IPRL**”), one of the secured creditors, the December 7, 2017 hearing was adjourned to December 11, 2017 (the “**December 11, 2017 Hearing**”).
4. At the December 11, 2017 Hearing, Justice Gabrielson heard arguments from IPRL, Affinity Credit Union 2013, and 101297277 Saskatchewan Ltd. (“**7277**”) (collectively the “**Respondents**”), and the Applicants as to the appropriateness and merits of a CCAA proceeding, and again reserved his decision. On December 20, 2017, Justice Gabrielson rendered his decision, which granted the following orders:
 - a. The initial order (the “**Initial Order**”) of the Applicants as filed with the Court on December 11, 2017, authorizing a stay of proceedings for thirty (30) days and including other related relief;
 - b. An order authorizing the Applicants to obtain interim financing from Staheli Construction Co. Ltd. up to \$1,250,000 with a priority first charge upon the Applicants’ assets;
 - c. An order appointing Deloitte Restructuring Inc. as monitor (the “**Monitor**”);

- d. An order pursuant to section 36 of the CCAA authorizing and approving the sale of the Willow Rush Lands to 102035126 Saskatchewan Ltd. (the “**Purchaser**”) and vesting in the Purchaser all rights, title, and interest free and clear of all liens, charges, and encumbrances upon completion of the transaction; and
 - e. An order sealing the Pre-Filing Confidential Report of the Monitor dated November 10, 2017 (the “**Pre-Filing Confidential Report**”), the confidential documents contained in the supplementary affidavit of Jaimey Midtdal (“**Ms. Midtdal**”) sworn December 6, 2017 (the “**December 6, 2017 Midtdal Affidavit**”), and the affidavits of Peter Lawrek and Samantha Lawrek sworn December 6, 2017.
5. On January 19, 2018, the Court extended the stay of proceedings until January 24, 2018.
 6. On January 24, 2018, the Court extended paragraphs 1 to 22 of the Initial Order, and the stay of proceedings provided therein, to January 31, 2018. The Applicants’ application to extend paragraphs 23 to 61 of the Initial Order was adjourned *sine die*, with the return date of such application to be no sooner than the date that is thirty (30) days after the date on which the appeals of the Initial Order by the Respondents were heard and decided by the Court of Appeal for Saskatchewan (the “**Court of Appeal**”).
 7. On January 31, 2018, the Court extended paragraphs 1 to 22 of the Initial Order, and the stay of proceedings provided therein, until further order of the Court.
 8. On February 2, 2018, the Court extended paragraphs 1 to 22 of the Initial Order until the date that is thirty (30) days after the date on which the appeals of the Initial Order by the Respondents were heard and decided by the Court of Appeal (the “**February 2, 2018 Extension Order**”).
 9. On March 5, 2018, the Court of Appeal heard from the Respondents and the Applicants as to the appeal of the Initial Order (the “**March 5, 2018 Appeal Hearing**”). The Court of Appeal reserved its decision at the March 5, 2018 Appeal Hearing.

10. On March 9, 2018, the Court of Appeal rendered its decision (the “**March 9, 2018 Appeal Hearing Decision**”), with more extensive written reasons (the “**Reasons for Judgment**”) to follow at a later date. The Reasons for Judgment were received by the Applicants on May 23, 2018, which detailed the following:
 - a. The IPRL debt conversion dispute (as detailed in the December 6, 2017 Midtdal Affidavit) could be adjudicated, if necessary, through the summary claims process provisions contained in sections 19 to 21 of the CCAA;
 - b. Appropriate circumstances existed to merit the granting of the Initial Order (and the initial thirty (30) day stay of proceedings) to permit the Applicants to organize themselves and present a restructuring arrangement to their creditors;
 - c. It was inappropriate for the Court to order interim financing at the initial stage of the CCAA proceedings, and the Court of Appeal therefore set aside paragraphs 33 to 38A, and 39(b) of the Initial Order relating to interim financing, but concluded that this would not prevent the Applicants from initiating another application for such financing at a later date; and
 - d. Apart from the sections of the Initial Order pertaining to interim financing, the remaining components of the Initial Order were to remain intact and all other grounds of appeal were dismissed.
11. In accordance with the March 9, 2018 Appeal Hearing Decision and the February 2, 2018 Extension Order, the granting of the Initial Order was upheld (with the deletion of paragraphs 33 to 38A and 39(b)) and the stay of proceedings therein remained in effect until April 9, 2018.
12. On March 21, 2018, the Court extended paragraphs 1 to 22 of the Initial Order, and the stay of proceedings provided therein, until April 17, 2018.
13. On April 17, 2018, the Court extended paragraphs 1 to 22 of the Initial Order, and the stay of proceedings provided therein, until May 25, 2018.

14. On May 25, 2018, the Court extended paragraphs 1 to 22 of the Initial Order, and the stay of proceedings provided therein, until June 7, 2018.
15. On June 7, 2018, the Court extended paragraphs 1 to 22 of the Initial Order, and the stay of proceedings provided therein, until June 15, 2018.
16. On June 15, 2018, the Court extended paragraphs 1 to 22 of the Initial Order, and the stay of proceedings provided therein, until July 5, 2018.
17. On July 5, 2018, the Court issued an amended and restated Initial Order (the “**Amended and Restated Initial Order**”), attached hereto as Exhibit A, extending the stay of proceedings until September 5, 2018 (the “**Stay Period**”).
18. The Monitor has provided the Court with the following reports:
 - a. A Pre-Filing Report of the Proposed Monitor dated November 10, 2018 (the “**Pre-Filing Report**”) and the Pre-Filing Confidential Report in connection with the Applicants’ application for protection under the CCAA;
 - b. A First Report of the Monitor dated January 16, 2018 (the “**First Report**”) in connection with the Applicants’ motion to extend the stay of proceedings; and
 - c. A Second Report of the Monitor dated July 3, 2018 (the “**Second Report**”) in connection with the Applicants’ motion for an increase in the Administration Charge, the creation of the Subordinate Administration Charge, and to extend the stay of proceedings.
19. Copies of the Initial Order, the Pre-Filing Report, the First Report, the Second Report, all motion materials and orders in the CCAA proceedings, and certain other documents related to the CCAA proceedings have been posted and are available on the Monitor’s website at www.insolvencies.deloitte.ca/en-ca/coppersands.

PURPOSE

20. The purpose of this third report of the Monitor (the “**Third Report**”) is to provide the Court with information with respect to the following:

- a. A summary of the Monitor's activities since the Second Report;
- b. The status of the Applicants' operations and key stakeholder relationships since the Second Report;
- c. An update of the Applicants' cash flow forecast and comments on variances between actual results compared to forecast results for the period ended August 26, 2018;
- d. The activities of the Applicants since the Second Report with respect to restructuring the operations of the Companies; and
- e. The Applicants' request for an extension of the Stay Period and the Monitor's recommendations regarding the relief requested.

TERMS OF REFERENCE

21. In preparing this Third Report, the Monitor has relied upon unaudited interim financial information, the Applicants' books and records, the initial affidavit of Ms. Midtdal sworn on November 9, 2017, the December 6, 2017 Midtdal Affidavit, the Confidential Affidavit of Ms. Midtdal sworn on December 6, 2017, the Affidavit of Ms. Midtdal sworn on January 2, 2018, the Affidavit of Ms. Midtdal sworn on January 16, 2018, the Affidavit of Ms. Midtdal sworn on January 25, 2018, the Affidavit of Ms. Midtdal sworn on June 29, 2018, the Affidavit of Ms. Midtdal sworn on August 30, 2018 (the "**Fifth Supplementary Midtdal Affidavit**"), and discussions with management ("**Management**") and their financial and legal advisors.
22. The financial information of the Companies has not been audited, reviewed, or otherwise verified by the Monitor as to its accuracy or completeness, nor has it necessarily been prepared in accordance with generally accepted accounting principles and the reader is cautioned that this Third Report may not disclose all significant matters about the Applicants. Additionally, none of the Monitor's procedures were intended to detect defalcations or other irregularities. If the Monitor were to perform additional procedures or to undertake an audit examination of the financial statements in accordance with

generally accepted auditing standards, additional matters may have come to the Monitor's attention. Accordingly, the Monitor does not express an opinion nor does it provide any other form of assurance on the financial or other information presented herein. The Monitor may refine or alter its observations as further information is obtained or brought to its attention after the date of this Third Report.

23. The financial projections attached to this Third Report were prepared by Management. Although the Monitor has reviewed the assumptions underlying the projections for reasonableness, financial projections, by their nature, are dependent upon future events, which are not susceptible to verification. Actual results will vary from the information presented and the variations may be material. The Monitor has not prepared a compilation as contemplated by Section 4250 of the Chartered Professional Accountants of Canada Handbook.
24. The Monitor assumes no responsibility or liability for any loss or damage occasioned by any party as a result of the circulation, publication, reproduction or use of this Third Report. Any use which any party makes of this Third Report, or any reliance or decision to be made based on this Third Report, is the sole responsibility of such party.
25. Unless otherwise stated, all monetary amounts contained in this Third Report are expressed in Canadian dollars.
26. Capitalized terms used in this Third Report but not defined herein are as defined in the Pre-Filing Report, the First Report, and the Second Report as applicable.

MONITOR'S ACTIVITIES SINCE THE SECOND REPORT

27. Since filing of the Second Report, the Monitor has engaged in the following activities:
 - a. Held discussions with Management and the Companies' legal counsel, MLT Aikins LLP ("MLT Aikins"), regarding the Companies' business and financial affairs, restructuring activities, creditor matters, and other matters relating to the CCAA proceedings generally;

- b. Monitored on a weekly basis the receipts and disbursements of the Applicants as compared to the cash flow forecast appended as Exhibit G to the Second Report (the “**Revised Cash Flow**”), for the period ending August 26, 2018 as filed with the Court in connection with the Companies’ July 5, 2018 extension application;
- c. Attended to inquiries from creditors of the Companies;
- d. Published in the *Regina Leader Post* and *Saskatoon Star Phoenix* a notice containing the information prescribed under the CCAA on July 28, 2018 and August 4, 2018 (copies of which are attached hereto as Exhibit B) in accordance with the Amended and Restated Initial Order; and
- e. Drafted, reviewed, and finalized this Third Report.

STAKEHOLDER UPDATE

- 28. As detailed in the Second Report, on June 14, 2018 the Monitor’s legal counsel, McDougall Gauley LLP (“**McDougall Gauley**”), received a request from Miller Thomson LLP (“**Miller Thomson**”), legal counsel representing 7277 (the “**June 14, 2018 Miller Thomson Correspondence**”) requesting that the Monitor provide details with respect to certain of the “Consulting Fees” incurred by the Applicants, and how the Applicants have been satisfying the Monitor’s costs to date and any other accrued but unpaid liabilities. The June 14, 2018 Miller Thomson Correspondence also requested that the Monitor provide an estimate of the costs it believed would be necessary to conduct a review of the MDI Utility Facility (the “**Utility Facility**”).
- 29. On June 26, 2018, McDougall Gauley responded to the June 14, 2018 Miller Thomson Correspondence via email advising that if questions remained subsequent to the July 5, 2018 Court hearing, whereat an Amended and Restated Initial Order was being sought by consent of the Applicants and the Secured Creditors (as defined in the Second Report), the Monitor would then address same.
- 30. On August 2, 2018, the Monitor received correspondence from Miller Thomson (the “**August 2, 2018 Miller Thomson Correspondence**”), attached hereto as Exhibit C. In

accordance with paragraph 59 of the Amended and Restated Initial Order, the August 2, 2018 Miller Thomson Correspondence requested the following:

- a. The Companies provide:
 - i. a written list of all equipment that has been purchased for the Utility Facility;
 - ii. details as to whether the Companies have possession of the equipment;
 - iii. a list of equipment that has been ordered but not yet paid for; and
 - iv. a list of equipment that is considered necessary to complete the Utility Facility with some indication of whether payment (or deposit) has been made;
 - b. The Companies provide an explanation of where funds previously provided by 7277 have been used to purchase equipment necessary for the Utility Facility, together with particulars of the purchase and disposition/location (including proofs of payment and delivery as applicable) of such equipment; and
 - c. The Companies (or the Monitor) consent to representatives of 7277 conducting a site visit to inspect the status of the Utility Facility.
31. On August 3, 2018, MLT Aikins responded to the August 2, 2018 Miller Thomson Correspondence (the “**August 3, 2018 MLT Aikins Correspondence**”), attached hereto as Exhibit D. The August 3, 2018 MLT Aikins Correspondence acknowledged receipt of the August 2, 2018 Miller Thomson Correspondence and advised that a response from the Companies would be provided in due course. As such, the Monitor did not respond directly to the August 2, 2018 Miller Thomson Correspondence.
32. On August 13, 2018, MLT Aikins further responded to the August 2, 2018 Miller Thomson Correspondence (the “**August 13, 2018 MLT Aikins Correspondence**”), attached hereto as Exhibit E. The August 13, 2018 MLT Aikins Correspondence provided a detailed listing of equipment purchased and paid for with respect to the potable water treatment plant (the “**PWTP**”) and the waste water treatment plant (the “**WWTP**”) (both of which are components of the Utility Facility), listed the equipment still to be purchased for completion of the PWTP with an estimated aggregate cost of

approximately \$78,803, listed the equipment still to be purchased for completion of the WWTP with an estimated aggregate cost of \$486,944, and also detailed a number of items of equipment and hard and soft costs not initially budgeted for with an estimated aggregate cost of \$584,357. The August 13, 2018 MLT Aikins Correspondence further advised that the Companies did not believe that having 7277 conduct an inspection of the Utility Facility was in accordance with the Amended and Restated Initial Order, that such an inspection was not desirable at this time, and that if such an inspection was necessary, 7277 should provide the funds necessary in order to have the Monitor complete same.

33. The Monitor has been informed by the Applicants that MLT Aikins and Miller Thomson have subsequently communicated on these matters by way of “without prejudice” correspondence, and that as at the date of this Third Report, this dialogue continues.
34. The Companies’ other stakeholders continue to generally support the ongoing operations of the Companies during these CCAA proceedings, which primarily comprise the ongoing operation of the Copper Sands Mobile Home Park (the “**Mobile Home Park**”).

- a. Suppliers

The Monitor has been advised by Management that the suppliers have been supportive of the Companies post-filing and continue to supply goods and services on commercially reasonable terms.

- b. Tenants

Management has advised that no issues have been raised by the existing tenants of the Mobile Home Park since the date of the Initial Order which Management has not been able to address. The tenants continue to follow these CCAA proceedings and communicate questions and concerns to Management from time to time regarding the proceedings.

- c. Employees

Management has advised that the existing employees of the Companies remain committed to the Companies during the restructuring efforts. Management has further advised that given the limited funds available to the Companies, Canada Revenue Agency (“**CRA**”) payroll source deduction remittances have fallen into

arrears, and approximately \$4,600 is owing by the Applicants to CRA as at the date of this Third Report.

CASH FLOW STATEMENT AND LIQUIDITY

35. The Companies' cash receipts and disbursements for the period June 26, 2018 to August 26, 2018 are attached as Exhibit F with a comparison to the Revised Cash Flow.
36. Since the filing of the Second Report, the Monitor has reviewed the Companies' actual cash flow compared to the Revised Cash Flow on a weekly basis. The Monitor's comments on the actual cash flow to August 26, 2018 are as follows:
 - a. Compared with the Revised Cash Flow, the Companies experienced an overall favorable variance of approximately \$16,000.
 - b. The variance is primarily attributable to the following:
 - i. \$27,000 unfavorable cash receipt variance compared to the forecast due to the timing of rental receipts from the Mobile Home Park tenants; and
 - ii. \$43,000 favorable operating cost variance due primarily to reduced consulting costs (approximately \$28,000), not being in a financial position to make the Monthly \$5,000 Payment (as defined below) on account of property tax arrears for the months of July and August 2018 (approximately \$10,000), not having to draw on the contingency reserve (approximately \$8,000), various other costs savings (approximately \$8,000), offset by increased well remediation costs (approximately \$11,000), as compared to the forecast.
37. In accordance with paragraph 57 of the Amended and Restated Initial Order, commencing July 2018, \$5,000 per month (the "**Monthly \$5,000 Payment**") from the rental revenues from the Mobile Home Park were to be utilized by the Applicants to pay property tax arrears owed by CSLC to the Rural Municipality of Edenwold No. 158 (the "**RM of Edenwold**") until such time as the tax arrears were paid in full, and thereafter, the Monthly \$5,000 Payment was to be paid into a reserve account under the control of

the Monitor to pay accruing property taxes and any other amounts owing to the RM of Edenwold which have priority over IPRL and 7277. As at the date of this Third Report, the Applicants have been unable to make the July and August 2018 payments.

38. As of the date of this Third Report, all expenses incurred by the Applicants, with the exception of professional fees and the Monthly \$5,000 Payment, have been paid in accordance with the Amended and Restated Initial Order from ongoing operations and shareholder injections. As the Amended and Restated Initial Order no longer provided the Applicants with any access to interim financing, as at the date of this Third Report, the Companies have not been able to address the significant professional fee arrears.
39. As can be seen from the updated cash flow statement for the period ending October 21, 2018 (the “**Updated Cash Flow**”), attached hereto as Exhibit G, in the absence of paying the significant professional fee arrears as disclosed in the Second Report of approximately \$525,000 (approximately \$125,000 owing to the Monitor, approximately \$100,000 owing to McDougall Gauley, and approximately \$300,000 owing to MLT Aikins), the Applicants are projecting to be able to operate with the receipts being collected from the Mobile Home Park residents, with any shortfall being covered by additional shareholder cash injections, and do not anticipate needing any debtor in possession financing to continue with the CCAA proceedings.
40. The Updated Cash Flow includes the assumptions as set out in the Notes and Assumptions (the “**Notes and Assumptions**”) attached thereto.
41. The Monitor’s comments on the Updated Cash Flow are as follows:
 - a. For the period August 27, 2018 to October 21, 2018, the Applicants are projected to have gross receipts of approximately \$97,000 and disbursements of approximately \$96,000, representing a net operating cash inflow of approximately \$1,000.
 - b. The Monitor’s review of the Updated Cash Flow consisted of inquiries, analytical procedures, and discussions related to information supplied to the Monitor by Management of the Companies. Since the Notes and Assumptions need not be

supported, the Monitor's procedures with respect to them were limited to evaluating whether they were consistent with the purpose of the Updated Cash Flow. The Monitor has also reviewed the support provided by Management for the Notes and Assumptions, and the preparation and presentation of the Updated Cash Flow.

- c. Based on the Monitor's review, nothing has come to its attention that causes it to believe that, in all material respects:
 - i. The Notes and Assumptions are not consistent with the purpose of the Updated Cash Flow;
 - ii. As at the date of this Third Report, the Notes and Assumptions developed by Management are not suitably supported and consistent with the plans of the Companies or do not provide a reasonable basis for the Updated Cash Flow, given the Notes and Assumptions; or
 - iii. The Updated Cash Flow does not reflect the Notes and Assumptions.

- 42. Since the Updated Cash Flow is based on assumptions regarding future events, actual results will vary from the information presented, even if the events described in the Notes and Assumptions occur, and the variations may be material. Accordingly, the Monitor expresses no assurance as to whether the Updated Cash Flow will be achieved. The Monitor expresses no opinion or other form of assurance with respect to the accuracy of any financial information presented in this Third Report, or relied upon by the Monitor in its preparation.

RESTRUCTURING EFFORTS

- 43. As detailed in the Fifth Supplementary Midtdal Affidavit, the Applicants continue efforts to secure refinancing to payout IPRL in the approximate amount of \$4.4 million (the "**First Credit Facility**") and 7277 in the approximate amount of \$3.3 million (the "**Second Credit Facility**"). The Applicants have advised that the primary lender considering the proposal to advance the First Credit Facility is The Toronto-Dominion

Bank (“**TD Bank**”) who has had the financing request for several months. However, given the delay, the Applicants have also submitted refinancing proposals to Business Development Bank (“**BDC**”), FTI Consulting Ltd. (“**FTI**”), and Pillar Capital Corporation (“**Pillar Capital**”). As at the date of this Third Report, the Applicants are awaiting delivery of documentation from TD Bank, BDC, FTI, and Pillar Capital describing their role in regard to the proposed First Credit Facility.

44. With respect to the Second Credit Facility, the Applicants have advised that they have received and signed an expression of interest dated August 24, 2018 from Staheli Construction Co. Ltd. (“**Staheli**”) to advance \$3.45 million to the Applicants, secured by a collateral first mortgage over LSD 4 (Sec. 25-17-18-W2 Ext. 37 & 38 in the RM of Edenwold), the land on which the Utility Facility is to be constructed. The executed expression of interest from Staheli is attached as Exhibit A to the Fifth Supplementary Midtdal Affidavit. Although a term sheet has not yet been finalized, the Applicants have advised the Monitor that discussions with Staheli are at an advanced stage and that they are optimistic a satisfactory term sheet will be presented prior to the expiration of the requested extension.
45. As further detailed in the Fifth Supplementary Midtdal Affidavit, the Applicants are also seeking approval from the Court to auction three (3) mobile homes located in the Town of Kerrobert, Saskatchewan which are owned by Prairie Country (the “**Three Mobile Homes**”). The Applicants have advised that they have been attempting to sell each of the Three Mobile Homes (subject to Court approval) for some time, but have not yet been successful. Accordingly, in order to realize certain proceeds to pay a portion of the growing professional fees owed to the Monitor, McDougall Gauley, and MLT Aikins, the Applicants are seeking authority from the Court to arrange a sale of the Three Mobile Homes by public auction, with the proceeds to be held in trust by the Monitor pending further order of the Court.
46. As detailed in the Second Report, in order to complete the Tanglewood Expansion on LSD 5, the Applicants advised that a subdivision process is required. On May 14, 2018, the Applicants submitted a subdivision application to the Community Planning Branch of

the Ministry of Government Relations of the Government of Saskatchewan (the “**Community Planning Branch**”). According to correspondence the Applicants received from the Community Planning Branch dated May 24, 2018, the Applicants advised that the Community Planning Branch may require further information to complete the subdivision application, and that the Community Planning Branch will endeavor to issue a decision within ninety (90) days of receipt of all required information. As at the date of this Third Report, the Applicants have not received the decision from the Community Planning Branch.

REQUEST FOR EXTENSION OF THE PROCEEDINGS AND RECOMMENDATIONS

47. The current stay of proceedings under the Amended and Restated Initial Order expires on September 5, 2018. In order to facilitate restructuring efforts, the Companies are requesting an extension of the Amended and Restated Initial Order (and the stay of proceedings provided therein) to October 15, 2018 to be able to close their refinancing and pay out the Secured Creditors, execute on their restructuring plan as detailed in the Fifth Supplementary Midtdal Affidavit, and further consider development of a plan of arrangement to be made to the Companies’ creditors.
48. The Monitor is aware of its duty under section 23(1)(h) of the CCAA. That section states that, if the Monitor is of the opinion that it would be more beneficial to the company’s creditors if proceedings in respect of the company were taken under the *Bankruptcy and Insolvency Act*, it shall so advise the Court without delay after coming to that opinion. As at the date of this Third Report, the Monitor has not formed such an opinion.
49. The Monitor is of the view that continuing the Companies’ restructuring under the CCAA proceedings will preserve the business enterprises of the Companies as a going concern, will continue to maximize and preserve value for stakeholders of the Companies, and will allow time for the Companies to develop a restructuring plan which offers the only opportunity for many of the stakeholders to achieve a recovery.
50. The Applicants are working diligently to manage their financial and operational restructuring. In accordance with the Updated Cash Flow, in the absence of paying the significant professional fee arrears and ongoing professional costs, the Companies are

forecasting to be able to operate with the receipts collected from the Mobile Home Park during the requested extension period, with any shortfall being covered by shareholder injections.

51. The Monitor is of the view that the Companies have acted, and are acting, in good faith and with due diligence.
52. Ms. Midtdal has stated that reasonable prospects exist for the Companies to file a plan of arrangement under the CCAA and that it is the intention of the Companies to do so. Based upon information presently available to it, the Monitor has no reason to take issue with these statements by Ms. Midtdal.
53. Accordingly, the Monitor respectfully recommends that this Court approve the following:
 - a. An extension of the Amended and Restated Initial Order, and the stay of proceedings therein, to October 15, 2018;
 - b. Sale by public auction of the Three Mobile Homes; and
 - c. This Third Report and the conduct and activities of the Monitor described herein.

All of which is respectfully submitted at Saskatoon, Saskatchewan, this 30th day of August, 2018.

DELOITTE RESTRUCTURING INC.

In its capacity as Monitor of
Copper Sands Land Corp., Willow Rush Development Corp., Midtdal Developments & Investments Corp., Prairie Country Homes Ltd., JJL Developments & Investments Corp., and MDI Utility Corp., and not in its personal capacity.



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

Exhibit A – Amended and Restated Initial Order

DUPLICATE ORIGINAL

**FORM 10-3
(RULE 10-3)**

COURT FILE NUMBER Q.B. No. 1693 of 2017

COURT OF QUEEN'S BENCH FOR SASKATCHEWAN

JUDICIAL CENTRE SASKATOON

APPLICANTS COPPER SANDS LAND CORP., WILLOW RUSH DEVELOPMENT CORP., MIDTDAL DEVELOPMENTS & INVESTMENTS CORP., PRAIRIE COUNTRY HOMES LTD., JJL DEVELOPMENTS & INVESTMENTS CORP. and MDI UTILITY CORP.

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

**AND IN THE MATTER OF A PROPOSED PLAN OF ARRANGEMENT FOR THE CREDITORS OF
COPPER SANDS LAND CORP., WILLOW RUSH DEVELOPMENT CORP., MIDTDAL
DEVELOPMENTS & INVESTMENTS CORP., PRAIRIE COUNTRY HOMES LTD., JJL
DEVELOPMENTS & INVESTMENTS CORP. and MDI UTILITY CORP.**

AMENDED AND RESTATED INITIAL ORDER

BEFORE THE HONOURABLE)
MR. JUSTICE N.G. GABRIELSON)
IN CHAMBERS)
THURSDAY, THE
5TH DAY OF
JULY, 2018

UPON THE APPLICATION of counsel on behalf of the Applicants, Copper Sands Land Corp ("**CSLC**"), Willow Rush Development Corp. ("**Willow Rush**"), Midtdal Developments & Investments Corp. ("**MDI**"), Prairie Country Homes Ltd. ("**Prairie Country**"), JJL Developments & Investments Corp. ("**JJL**") and MDI Utility Corp. (collectively, the "**Applicants**"), and upon having read the Originating Application dated the 10th day of November, 2017; the Affidavit of Jaimey Midtdal sworn the 9th day of November, 2017; the Pre-Filing Report of the Proposed Monitor; the Pre-Filing Confidential Report of the Proposed Monitor; the Consent to Appointment of the Proposed Monitor; the Brief of Law on Behalf of the Applicants and the Draft CCAA Initial Order, all filed; and upon hearing from counsel present; and on being advised that the principal secured creditors who are likely to be affected by the charges created herein were given notice of this hearing:

IT IS HEREBY ORDERED, ADJUDGED, AND DECLARED THAT:

SERVICE AND SEALING ORDER

1. The time for service of the Originating Application in respect of this Order (and all supporting materials filed by the Applicants in support of its application for this Order) is hereby abridged and service is deemed good, valid, timely and sufficient.
2. The Pre-Filing Confidential Report of the Proposed Monitor dated November 10, 2017 shall be kept sealed and confidential, and shall not form part of the public record but shall be kept separate and apart from the other contents of the Court file in respect of this matter in a sealed envelope which sets out the style of cause of these proceedings and a statement that the contents thereof are subject to a Sealing Order, and shall not be opened prior to the hearing

scheduled in respect of this matter on November 15, 2017 except by a Judge of the Court or upon further Order of the Court.

3. Application to unseal the Pre-Filing Confidential Report of the Proposed Monitor may be made at any time upon fourteen days' notice to counsel for the Monitor.
- 3A. Words and phrases contained in this Amended and Restated Initial Order which begin with capital letters but which are not expressly defined herein shall have the respective meanings ascribed thereto in the Supplementary Affidavit of Jaimey Midtdal sworn on December 6, 2017 and filed in these proceedings.

TERM OF ORDER

4. [Intentionally Deleted]

APPLICATION

5. The Applicants are Companies to whom the CCAA applies.

PLAN OF ARRANGEMENT

6. The Applicants shall have the authority to file and may, subject to further order of this Court, file with this Court one or more plans of compromise or arrangement (the "**Plan**").

POSSESSION OF PROPERTY AND OPERATIONS

7. The Applicants shall:
 - (a) remain in possession and control of their current and future assets, undertakings and property of every nature and kind whatsoever, and wherever situate including all proceeds thereof (the "**Property**");
 - (b) subject to further Order of this Court, and subject to the provisions of this Order, continue to carry on business in a manner consistent with the preservation of their business (the "**Business**") and Property;
 - (c) be authorized and empowered to continue to retain, employ, and pay the employees, consultants, agents, experts, accountants, counsel and such other persons (collectively "**Assistants**") currently retained or employed by them, with liberty to retain, employ, and pay such further Assistants as it deems reasonably necessary or desirable, all in the ordinary course of business or for the carrying out of the terms of this Order;
 - (d) be entitled to continue to utilize the central cash management system currently in place, or replace it with another substantially similar central cash management system (the "**Cash Management System**"). Any present or future bank providing the Cash Management System:
 - (i) 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 Applicants of funds transferred, paid, collected or otherwise dealt with in the Cash Management System;
 - (ii) shall be entitled to provide the Cash Management System without any liability in respect thereof to any Person (as hereinafter defined) other than the Applicants,

pursuant to the terms of the documentation application to the Cash Management System; and

- (iii) 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.

8. The Applicants shall be entitled, but not required, to pay the following expenses whether incurred prior to or after this Order:
 - (a) all outstanding and future wages, salaries, employee and pension benefits, contributions to pension plans, vacation pay, bonuses, and 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; and
 - (b) the fees and disbursements of any Assistants retained or employed by the Applicants in respect of these proceedings, at their standard rates and charges.
9. Except as otherwise provided to the contrary herein, the Applicants shall be entitled, but are not required, to pay all reasonable expenses incurred by the Applicants in carrying on the Business in the ordinary course after the date of this Order, and in carrying out the provisions of this Order, 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), maintenance and security services; and
 - (b) payment for goods or services actually supplied to the Applicants.
10. The Applicants shall, in accordance with legal requirements, remit 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 Applicants in connection with the sale of goods and services by the Applicants, 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 Applicants.
11. Until a real property lease is disclaimed in accordance with the CCAA, the Applicants shall pay 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 a landlord under a lease) or as otherwise may be negotiated by the Applicants from time to time ("**Rent**"), for the period commencing from and including the date of this Order, bi-weekly, in advance (but not in arrears). On the date of the first of such payments, any arrears relating to the period commencing from and including the date of the issuance of this Order shall also be paid.

12. Except as specifically permitted herein, the Applicants are hereby precluded and enjoined, until further Order of this Court, from:
- (a) making any payments of principal, interest thereon or otherwise on account of amounts owing by the Applicants to any of their creditors as of the date of this Order,
 - (b) granting any security interests, trusts, mortgages (or other real property interests), liens, charges, or encumbrances upon or in respect of any of their Property; and
 - (c) granting credit or incurring liabilities except in the ordinary course of the Business.

RESTRUCTURING

13. The Applicants shall, subject to such requirements as are imposed by the CCAA, have the right to:
- (a) permanently or temporarily cease, downsize or shut down any of their Business or operations;
 - (b) sell their assets in the ordinary course of its Business;
 - (c) dispose of (by sale or otherwise) redundant or non-material assets not exceeding \$100,000 in any one transaction or \$500,000 in the aggregate under a series of connected transactions
 - (d) dispose of (by sale or otherwise) redundant or non-material assets not authorized by paragraph 13(c) of this Order only with the approval of the Court;
 - (e) terminate the employment of such of their employees or temporarily lay off such of their employees as they deem appropriate; and
 - (f) pursue all avenues of refinancing of their Business or Property, subject to prior approval of this Court being obtained before any material refinancing is undertaken;

all of the foregoing to permit the Applicants to proceed with an orderly restructuring of the Business (the "**Restructuring**").

14. The Applicants shall provide each of the relevant landlords with notice of the Applicants' 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 Applicants' 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 Applicants, or by further Order of this Court upon application by the Applicants on at least two (2) days' notice to such landlord and any such secured creditors. If the Applicants disclaim the lease governing such leased premises in accordance with section 32 of the CCAA, they 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 of the lease shall be without prejudice to the Applicants' claim to the fixtures in dispute.
15. If a notice of disclaimer is delivered pursuant to section 32 of the CCAA, then (a) during the notice period prior to the effective time of the disclaimer, the landlord may show the affected leased premises to prospective tenants during normal business hours, on giving the Applicants and the Monitor 24 hours' prior written notice, and (b) at the effective time of the disclaimer or repudiation, 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 Applicants in respect of such lease or leased premises and such landlord shall be entitled to notify the Applicants of the basis on which it is taking possession and to gain possession of and re-lease such leased premises to any third party or parties on such terms as such landlord considers advisable, provided that nothing herein shall relieve such landlord of its obligation to mitigate any damages claimed in connection therewith.

16. Subject to the other provisions of this Order (including the payment of Rent as herein provided) and any further Order of this Court, the Applicants shall be permitted to dispose of any or all of the Property located (or formerly located) at such leased premises without any interference of any kind from landlords (notwithstanding the terms of any leases) and, for greater certainty, the Applicants shall have the right to realize upon the Property and other assets in such manner and at such locations, including leased premises, as they deem suitable or desirable for the purpose of maximizing the proceeds and recovery therefrom.

NO PROCEEDING AGAINST THE APPLICANTS, MONITOR, OR THE PROPERTY

17. Until and including 11:59 p.m. Saskatchewan Time on the 5th day of September, 2018 or such later date as this Court may order (the "**Stay Period**"), no proceeding (the "**Proceeding**") or enforcement process (the "**Enforcement**") in any court or tribunal shall be commenced or continued against or in respect of the Applicants, the Monitor, or affecting the Business or the Property, except with the written consent of the Applicants, the Monitor, or with leave of this Court and any Proceeding or Enforcement currently underway against or in respect of the Applicants or affecting the Business or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

18. 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 Applicants, the Monitor, or affecting the Business or the Property, are hereby stayed and suspended except with the written consent of the Applicants, the Monitor or leave of this Court, provided that nothing in this Order shall (a) empower the Applicants to carry on any business which the Applicants are not lawfully entitled to carry on; (b) affect such investigations, actions, suits or proceedings by a regulatory body as are permitted by section 11.1 of the CCAA; (c) prevent the filing of any registration to preserve or perfect a mortgage, floating charge, or security interest; or (d) prevent the registration or filing of a lien or claim for lien or the commencement of a Proceeding to protect a lien or other rights that might otherwise be barred or extinguished by the effluxion of time, provided that no further steps shall be taken in respect of such lien, claim for lien or Proceeding except for service of the initiating documentation on the Applicants.

NO INTERFERENCE WITH RIGHTS

19. 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, licence or permit in favour of or held by the Applicants, except with the written consent of the Applicants and the Monitor, or leave of this Court.

CONTINUATION OF SERVICES

20. During the Stay Period, all Persons having oral or written agreements with the Applicants or statutory or regulatory mandates for the supply of goods and/or services, including without limitation all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation, utility or other services to the Business or the Applicants, 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 Applicants, and the Applicants shall be entitled to the continued use of their 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 Applicants in accordance with normal payment practices of the Applicants or such other practices as may be agreed upon by the supplier or service provider and each of the Applicants and the Monitor, or as may be ordered by this Court.

NON-DEROGATION OF RIGHTS

21. Notwithstanding anything else contained 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 credit to the Applicants.

PROCEEDINGS AGAINST DIRECTORS AND OFFICERS

22. During the Stay Period, and except as permitted by subsection 11.03(2) of the CCAA, or by further order of this Court, no Proceeding or Enforcement may be commenced or continued against any one or more of the former, current or future directors or officers of the Applicants (the "**Past and Present Directors**") with respect to any claim against any one or more of the Past and Present Directors which arose before the date hereof in regard to or in respect of:
 - (a) claims involving acts or omissions of those individuals in their capacity as directors or officers or in any way related to matters arising from their role or status as directors or officers;
 - (b) claims in any way related to any matters arising from the appointment of any one or more of the Past and Present Directors by or on behalf of the Applicants to any corporation, partnership or venture, including their appointment or election by or on behalf of the Applicants to any other board of directors or other governing body or committee;
 - (c) derivative rights of the Applicants against any one or more of the Past and Present Directors; or
 - (d) claims by former, current or future shareholders of the Applicants or former, current or future directors or officers of the Applicants involving acts or omissions of any one or more of the Past and Present Directors which are alleged to be oppressive, or unfairly prejudicial to, or which are alleged to unfairly disregard the interests of, former, current or future shareholders of the Applicants or former, current or future directors or officers of the Applicants,

until a compromise or arrangement in respect of the Applicants, if one is filed, is sanctioned by this Court or is refused by the creditors of the Applicants or this Court.

APPOINTMENT OF MONITOR

23. Deloitte Restructuring Inc. of Winnipeg, Manitoba (the "**Monitor**") is hereby appointed pursuant to the CCAA, as an officer of this Court, to monitor the business and financial affairs of the Applicants, with the powers and obligations set out in the CCAA or set forth herein and the Applicants and their shareholders, officers, directors, and Assistants shall advise the Monitor of all material steps taken by the Applicants pursuant to this Order, and shall cooperate fully with the Monitor in the exercise of its powers and discharge of its obligations, including providing the Monitor with access to such books, records, assets and premises of the Applicants as the Monitor requires, and otherwise provide the Monitor with the assistance that is necessary to enable the Monitor to adequately carry out the Monitor's functions.

24. The Monitor, in addition to its prescribed rights and obligations under the CCAA, is hereby directed and empowered to:
- (a) monitor the Applicants' receipts and disbursements;
 - (b) report to this Court at such times and intervals as the Monitor may deem appropriate or as this Court may direct with respect to matters relating to the Property, the Business, and such other matters as may be relevant to these proceedings;
 - (c) advise the Applicants in its development of the Plan and any amendments to the Plan;
 - (d) advise the Applicants, to the extent required by the Applicants, with regard to the holding and administering of creditors' and shareholders' meetings for voting on the Plan;
 - (e) 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 Applicants to the extent that is necessary to adequately assess the Applicants' business and financial affairs or to perform its duties arising under this Order;
 - (f) be at liberty to engage independent legal counsel or such other persons as the Monitor deems necessary or advisable respecting the exercise of its powers and performance of its obligations under this Order;
 - (g) exercise such rights, powers and obligations of the Applicants, on behalf of the Applicants, as the Monitor deems necessary or advisable under the following provisions of this Order: paragraphs 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 21, 32, 40, 41, and 42; and
 - (h) perform such other duties as are required by this Order and by this Court from time to time.
25. The Monitor shall not:
- (a) take possession of the Property 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; and
 - (b) subject to the terms of this Order, take any part whatsoever in the management or supervision of the management of the Business.
26. Nothing herein contained shall require the Monitor to occupy or 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 (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.
27. The Monitor shall provide any creditor of the Applicants, if any, with information provided by the Applicants 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 Applicants 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 Applicants may agree.

28. In addition to the rights and protections afforded to the Monitor under the CCAA or as an officer of the 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.
29. The Monitor, counsel to the Monitor and counsel to the Applicants shall be paid their reasonable fees and disbursements by the Applicants as part of the costs of these proceedings. The Applicants are hereby authorized and directed to pay the accounts of the Monitor, counsel for the Monitor and counsel for the Applicants on a weekly basis or such other interval as the Monitor and the Applicants agree.
30. The Monitor, counsel for the Monitor and counsel for the Applicants may render accounts on a periodic basis and the Applicants shall pay such accounts when rendered, subject to any final assessments and taxations ordered by this Court.
31. The Monitor, counsel for the Monitor and the Applicants' counsel shall be entitled to the benefits of and are hereby granted a charge (the "**Administration Charge**") on the Property, which charge shall not exceed an aggregate amount of \$250,000.00, as security for their reasonable professional fees and disbursements, both before and after the making of this Order in respect of these proceedings. The Administration Charge shall have the priority set out in paragraphs 39 and 42 hereof.
- 31A. The Monitor, counsel for the Monitor and the Applicants' counsel shall further be entitled to the benefits of and are hereby granted an additional charge (the "**Subordinate Administration Charge**") on all of the Property, which Subordinate Administration Charge shall not exceed an aggregate amount of \$500,000.00, as further security for their reasonable professional fees and disbursements, both before and after the making of this Order in respect of these proceedings. For greater clarity, the Subordinate Administration Charge shall rank against the Property subsequent and subordinate to the security interests of IPR Capital Ltd., Industrial Properties Regina Ltd. and 101297277 Saskatchewan Ltd. (collectively, the "**Senior Secured Creditors**") in the Property. The Subordinate Administration Charge shall have the priority set out in paragraphs 39 and 42 hereof.
32. The appointment of the Monitor by this Order and the exercise of the powers and privileges granted to the Monitor in this Order shall not constitute the Monitor an employer or a successor employer or payor for any purpose, including (without limitation) pensions or benefits or any legislation governing employment or labour standards or pension benefits or health and safety or any other statute, regulation, rule of law or rule of equity.

INTERIM FINANCING

33. [Intentionally Deleted]
34. [Intentionally Deleted]
35. [Intentionally Deleted]
36. [Intentionally Deleted]
37. [Intentionally Deleted]
38. [Intentionally Deleted]

38A. [Intentionally Deleted]

VALIDITY AND PRIORITY OF CHARGES CREATED BY THIS ORDER

39. The priorities of the Administration Charge and the Subordinate Administration Charge created by this Order (collectively, the "**Charges**"), as among them, shall be as follows:
- (a) First – Administration Charge (to the maximum amount of \$250,000).
 - (b) [[Intentionally Deleted];
 - (c) Second, the Subordinate Administration Charge (to the maximum amount of \$500,000), which shall be a charge against all of the Property and which shall rank against the Property subsequent and subordinate to the security interests of the Senior Secured Creditors in the Property.
40. If the Persons sharing in the benefit of the Charges (the "**Chargees**") have claims that, in the aggregate, exceed the maximum authorized amount of that Charge, such Chargees shall share in the benefit of that Charge (as between themselves) on a *pro rata* basis to the maximum aggregate authorized amount of such Charge.
41. The filing, registration or perfection of each of the Charges shall not be required, and 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.
42. Each of the Charges shall constitute a charge on the Property. The Administration Charge shall rank in priority to all other security interests, real property interests, trusts, liens, charges and encumbrances, claims of secured creditors, statutory or otherwise (collectively, "**Encumbrances**") in favour of any Person. The Subordinate Administration Charge shall rank in priority to all Encumbrances in favour of any Person, save and except for the Encumbrances in favour of the Senior Secured Creditors (which Encumbrances in favour of the Senior Secured Creditors shall rank in priority to the Subordinate Administration Charge).
43. Except as otherwise expressly provided for herein, or as may be approved by this Court, the Applicants shall not grant any Encumbrances over any Property that purports to rank in priority to, or *pari passu* with, any of the Charges, unless the Applicants also obtain the prior written consent of the Monitor and the beneficiaries of Charges, or further Order of this Court.
44. The Charges and the security therefor (the "**Charge Documents**") shall not be rendered invalid or unenforceable and the rights and remedies of the Chargees entitled to the benefit of the Charges 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 the 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 Applicants, and notwithstanding any provision to the contrary in any Agreement:
- (a) neither the creation of the Charges nor the execution, delivery, perfection or their registration shall create or be deemed to constitute a breach by the Applicants of any Agreement to which they are 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 creation of the Charges; and

- (c) the payments made by the Applicants pursuant to this Order 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.

SERVICE AND NOTICE

45. The Monitor shall:

- (a) without delay, publish in the Regina *Leader Post* and the Saskatoon *Star Phoenix* a notice containing the information prescribed under the CCAA;
- (b) within five (5) days after the date of this Order,
 - (i) make this Order publically available in the manner prescribed under the CCAA;
 - (ii) send, in the prescribed manner, a notice in the form attached as Schedule "A" to this Order (the "**Notice**") to every known creditor who has a claim against the Applicants of more than \$1,000.00; and
 - (iii) prepare a list (the "**Creditor's List**") showing the name, address, telephone, fax and email contact information, if available, 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.

- 46. Every creditor on the Creditor's List and any other interested Person who requires notice in respect of any or all further proceedings in this matter shall provide to counsel for each of the Monitor and the Applicants, by electronic mail or facsimile, a demand for notice of such proceedings, which demand for notice shall be in the form provided in the attached Schedule "B" to this Order (the "**Demand for Notice**") and shall contain an electronic mail address or a facsimile number to which such Person has elected that further notice of these proceedings may be served on such Person. The failure of any Person to forward a Demand for Notice by electronic mail or facsimile to counsel for each of the Monitor and the Applicants hereby releases the Monitor and the Applicants or any other interested Person serving court materials in this matter from any requirement to provide further notice in respect of these proceedings to any such Person until such time as a properly completed Demand for Notice is received by each of the counsel for the Monitor and the Applicants from such Person.
- 47. The Applicants and the Monitor shall be at liberty to serve the Notice on any other interested Person by prepaid ordinary mail, courier, personal delivery, facsimile or other electronic transmission to such Persons at their respective addresses as last shown on the records of the Applicants.
- 48. The Notice shall be deemed to have been received by a creditor on the Creditor's List or served on an interested Person (as the case may be) if sent by personal delivery, on the date of delivery; if sent by courier, facsimile or other electronic transmission, on the next business day following the date of forwarding thereof, or if sent by prepaid ordinary mail, on the third business day after mailing.
- 49. From the Demands For Notice received pursuant to paragraph 46 of this Order, the Monitor shall prepare and keep current a Service List (the "**Service List**") containing the name, address, telephone and fax or email contact information of the Applicants, the Monitor and each creditor or interested Person filing a Demand for Notice. The Service List shall indicate the manner that those on the Service List have elected to be served.

50. The Service List shall be posted by the Monitor on the following website: www.insolvencies.deloitte.ca/en-ca/coppersands. The Creditor List and the Service List shall be updated by the Monitor from time to time, and each list shall contain a statement as to when it was last updated.
51. Other than the sending or service of the Notice as contemplated by paragraphs 45, 47, and 48 of this Order, the Applicants, the Monitor or any interested Person may serve any notice of application, affidavit, order, report, other court material, or correspondence in these proceedings in the manner indicated on the Service List, in which case the document shall be deemed to be received the next business day following the date of forwarding.
52. Where by the nature of the matter before the Court it is appropriate to serve Persons that are not on the Service List, the Applicants, the Monitor or any interested Person may serve any notice of application, affidavit, order, report, other court material, or correspondence as follows:
- (a) if the Person is listed on the Creditor List, by prepaid ordinary mail, courier, personal delivery, facsimile or other electronic transmission to such Person at their respective addresses as last shown on the records of the Applicants, in which case service shall be deemed to have been effected if sent by personal delivery, on the date of delivery; if sent by courier, facsimile or other electronic transmission, on the next business day following the date of forwarding thereof; or if sent by prepaid ordinary mail, on the third business day after mailing;
 - (b) if the Person is not listed on the Creditor List, by service effected in accordance with the Rules of the Court of Queen's Bench for Saskatchewan.
53. Other than the Notice and notices of application, and notwithstanding paragraphs 51 and 52 of this Order, service of any affidavit, order, report, other court material or correspondence shall be deemed to have been effected if such affidavit, order, report, other court material or correspondence are posted on the following website: www.insolvencies.deloitte.ca/en-ca/coppersands and written notice (the "Posting Notice") is given to those being served that the affidavit, order, report, other court material or correspondence may be obtained from that website. Service of the documents described in the Posting Notice shall be effective on the day that service of the Posting Notice is affected. Service of the Posting Notice may be made and shall be effected as provided in paragraphs 51 and 52 of this Order.
54. Any party filing material with the Court in these proceedings may request of the Monitor and the Monitor shall (so long as it is received in an unalterable electronic postable format) post such material to the website listed in paragraph 53 of this Order within 2 business days of receipt.

GENERAL

55. The Applicants or the Monitor may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.
- 55A. To the extent (if any) that it was ever enforceable, the IPRL Debt Conversion Covenant was terminated by virtue of:
- (a) a Commitment Letter of Industrial Properties Regina Limited to Midtdal Developments & Investments Corp [*sic*], dated May 5, 2015;
 - (b) Commitment Letter of Industrial Properties Regina Limited to Midtdal Developments & Investments Corp [*sic*], dated May 26, 2015;

- (c) an Amending [*sic*] Agreement between Industrial Properties Regina Limited, Midtdal Developments & Investments Corp [*sic*] and Copper Sands Land Development Corp [*sic*], dated May 29, 2015; and
 - (d) a Mortgage Amending Agreement between Industrial Properties Regina Ltd. and Midtdal Developments & Investments Corp [*sic*], signed by Industrial Properties Regina Ltd. on July 6, 2016 and Midtdal Developments & Investments Corp [*sic*] on June 22, 2016.
56. Each of IPRL, IPR Capital Ltd. and 7277 shall prepare full discharges of their respective mortgage interests registered against the Property and shall deliver such discharges to MLT Aikins LLP, counsel for Copper Sands Group, on the trust conditions that:
- (a) if the discharge of mortgage security provided by IPRL to Copper Sands Group (the "**IPRL Discharge**") is registered, used, or if a copy of the IPRL Discharge is released to anyone else, then IPRL will be paid the entire balance due under its Mortgage, which amount, as of May 24, 2018, is agreed by IPRL and Copper Sands Group to be \$4,345,998.39, with interest accruing thereafter at 10% per annum, and any costs incurred thereafter, including solicitor and client costs;
 - (b) if the discharge of mortgage security provided by 7277 to Copper Sands Group (the "**7277 Discharge**") is registered, used, or if a copy of the 7277 Discharge is released to anyone else, then 7277 will be paid the entire balance due under its Mortgage, which amount, as of April 10, 2018, is agreed by 7277 and Copper Sands Group to be \$3,234,377.97, with interest accruing thereafter at 12% per annum, and any costs incurred thereafter, including solicitor and client costs; and
 - (c) if the discharge of mortgage security provided by IPR Capital Ltd. to Copper Sands Group (the "**IPR Capital Ltd. Discharge**") is registered, used, or if a copy of the IPR Capital Ltd. Discharge is released to anyone else, then IPR Capital Ltd. will be paid the entire balance due under its Mortgage, which amount, as of May 24, 2018, is agreed by IPR Capital Ltd. and Copper Sands Group to be \$282,395.38, with interest accruing thereafter at 4.15% per annum, and any costs incurred thereafter, including solicitor and client costs.
57. From and after July of 2018, \$5,000 per month from the rental revenues of the Copper Sands Mobile Home Park shall be utilized by Copper Sands Group:
- (a) first, to pay the tax arrears (the "**Property Tax Arrears**") owed by Copper Sands Group to the Rural Municipality of Edenwold No. 158 (the "**RM of Edenwold**") until such time as the Property Tax Arrears have been paid in full; and
 - (b) second, once the Property Tax Arrears have been paid in full, the sum of \$5,000.00 per month will be retained by Copper Sands Group in a reserve account under the control of the Monitor (the "**Reserve Account**") to pay accruing real property taxes and any other amounts owing to the RM of Edenwold which have priority over the security of the Senior Secured Creditors (the "**RM Priority Claims**"). Upon termination of the CCAA proceedings, to the extent that funds in the Reserve Account are not required to be paid in order to satisfy the RM Priority Claims, then any such funds in the Reserve Account shall be applied in reduction of the Administration Charge.
58. Subject to paragraph 60 hereof, the Monitor and Copper Sands Group shall provide the Senior Secured Creditors with any information in their possession which is reasonably necessary in order to determine the economic viability and financial position of the trailer park, the Copper Sands Water Treatment and Waste Water Treatment Facilities (the "**Facilities**") and the proposed Tanglewood expansion as and when reasonably requested by the Mortgagees.

59. The Monitor shall review the listing of equipment required to complete the construction of the Facilities and shall reconcile that list with the equipment that Copper Sands Group has represented previously had been purchased and paid for. Copper Sands Group shall provide its co-operation to the Monitor conducting such review and the results of such review shall be provided by the Monitor to the Senior Secured Creditors and the Court. For greater clarity, these efforts by the Monitor described in this paragraph:
- (a) shall take place no sooner than August 1, 2018;
 - (b) shall not materially interfere with efforts by Copper Sands Group to implement transactions for the sale or refinancing of assets to pay out the indebtedness owed by Copper Sands Group to IPRL, IPR Capital Ltd. and 7277; and
 - (c) shall be conducted at a cost to be determined and paid for in a manner to be decided by agreement of 7277, Copper Sands Group and the Monitor; or, failing such agreement, to be decided by the Court (upon application of any one or more of 7277, Copper Sands Group or the Monitor).
60. For greater clarity, in responding to and complying with Orders of the Court and requests from the Monitor and the Senior Secured Creditors made pursuant to paragraph 58 hereof, Copper Sands Group shall not be required to disclose or divulge information:
- (a) which is the subject of solicitor- client privilege;
 - (b) which constitutes proprietary trade secrets or intellectual property of Copper Sands Group; or
 - (c) which comprises confidential or commercially sensitive information pertaining to efforts by Copper Sands Group to conduct transactions for the sale or refinancing of the assets or shares of Copper Sands Group.
61. Copper Sands Group shall be entitled to pay out, in cash, all of the balances due under the real property mortgages held by each of the Senior Secured Creditors. Should Copper Sands Group have failed to pay out, in cash, the balances due under the real property mortgages held by each of the Senior Secured Creditors in the amounts described in paragraph 56 hereof (including interest, costs and solicitor and own client costs) on or before September 5, 2018, then Copper Sands Group and the Senior Secured Creditors will, unless the parties agree otherwise, consent to an Order of the Court providing for a sale by tender of the assets of Copper Sands Group which are secured to the Senior Secured Creditors (on terms to be settled by the parties or, failing such agreement, to be determined by the Court). In any such sale by tender, the Senior Secured Creditors will have right to bid, including by way of set-off of the amounts due to them. If sale by tender fails, the Senior Secured Creditors may apply to court for sale by other means.
62. 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 Applicants, the Business or the Property.
63. 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 Applicants, 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:
- (a) to make such orders and to provide such assistance to the Applicants and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order;

- (b) to grant representative status to the Monitor in any foreign proceeding; and
 - (c) to assist the Applicants and the Monitor and their respective agents in carrying out the terms of this Order.
64. Each of the Applicants and the Monitor shall 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 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.
65. Any interested Person (including the Applicants and the Monitor) may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to any other party or parties likely to be affected by the order sought or upon such other notice, if any, as this Court may order.
66. Nothing in this Order shall derogate from the rights conferred and obligations imposed by the CCAA.
67. This Order and all of its provisions are effective as of 12:01 a.m. Saskatchewan Time on the date of the issuance of this Order.

ISSUED at the City of Saskatoon, in the Province of Saskatchewan, this 5th day of July, 2018.



 X. PINO

(DEPUTY) LOCAL REGISTRAR

TAKE NOTICE that every order made without notice to a respondent or a person affected by the order, except where such order is consented to by a respondent or a person affected by the order, or is otherwise authorized by law, may be set aside or varied on application to the court. You should consult your solicitor as to your rights.

CONTACT INFORMATION AND ADDRESS FOR SERVICE

If prepared by a lawyer for the party:

Name of firm: MLT Aikins LLP

Name of lawyer in charge of file: Jeffrey M. Lee, Q.C. and Paul Olfert

Address of legal firms: 1500 - 410 22nd Street
 Saskatoon, Saskatchewan S7K 5T6

Telephone number: (306) 975-7136

Fax number: (306) 975-7145

SCHEDULE "A"

COVER LETTER

[Date]

TO: [NAME AND ADDRESS OF CREDITOR OR INTERESTED PARTY]

RE: IN THE MATTER OF AN ORDER UNDER THE *COMPANIES' CREDITORS ARRANGEMENT ACT* OBTAINED BY ADVANCE ENGINEERED PRODUCTS LTD.

Copper Sands Land Corp., Willow Rush Development Corp., Midtdal Developments & Investments Corp., Prairie Country Homes Ltd., J.J.L. Developments & Investments Corp. and MDI Utility Corp. (the "**Midtdal Companies**") have obtained an Order of the Court of Queen's Bench for Saskatchewan under the Companies' Creditors Arrangement Act (the "**Order**"). A photocopy of the Order is posted on the following website: www.insolvencies.deloitte.ca/en-ca/coppersands.

You are being given notice of the Order as you are a creditor of one or more of the Midtdal Companies or the Order may affect your rights.

If you would like to receive notice of all further proceedings in relation to this matter, please complete the Demand for Notice attached to this Notice and send the Demand for Notice by electronic mail (email) or facsimile to each of the following persons:

1. The Midtdal Companies
c/o MLT Aikins LLP
Attention: Carmen Balzer
Email: cbalzer@mltaikins.com
Fax: (306) 975-7145

2. Deloitte Restructuring Inc.
c/o McDougall Gauley LLP
Attention: Ian Sutherland
Email: isutherland@mcdougallgauley.com
Fax: (306) 652-1323

If you fail to properly complete the Demand for Notice and forward the Demand for Notice by email or facsimile to each of the above-referenced persons indicating that you request further notice of the proceedings, then you will not receive, nor will you be entitled to receive, any further notice of the proceedings.

Yours truly,

SCHEDULE "B"

COURT FILE NUMBER Q.B. No. 1693 of 2017

COURT OF QUEEN'S BENCH FOR SASKATCHEWAN

JUDICIAL CENTRE SASKATOON

**APPLICANTS COPPER SANDS LAND CORP., WILLOW RUSH DEVELOPMENT
CORP., MIDTDAL DEVELOPMENTS & INVESTMENTS CORP.,
PRAIRIE COUNTRY HOMES LTD., JLL DEVELOPMENTS &
INVESTMENTS CORP. and MDI UTILITY CORP.**

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 COPPER SANDS LAND CORP., WILLOW RUSH DEVELOPMENT CORP., MIDTDAL DEVELOPMENTS & INVESTMENTS CORP., PRAIRIE COUNTRY HOMES LTD., JLL DEVELOPMENTS & INVESTMENTS CORP. and MDI UTILITY CORP.

DEMAND FOR NOTICE

TO:

- | | |
|--|--|
| <p>1. Copper Sands Land Corp., Willow Rush Development Corp., Midtdal Developments & Investments Corp., Prairie Country Homes Ltd., JLL Developments & Investments Corp. and MDI Utility Corp.
c/o MLT Aikins LLP
Attention: Carmen Balzer
Email: cbalzer@mltaikins.com
Fax: (306) 975-7145</p> | <p>2. Deloitte Restructuring Inc.

c/o McDougall Gauley LLP
Attention: Ian Sutherland
Email: isutherland@mcdougallgauley.com
Fax: (306) 652-1323</p> |
|--|--|

I hereby request that notice of all further proceedings on this matter be served on me and hereby elect that service may be effected on me in the following manner: **[Please select either (a) or (b), but not both.]**

(a) by email, at the following email address:
_____ , or

(b) by facsimile, at the following facsimile number:
_____.

Signature: _____
Name of Creditor: _____
Address of Creditor: _____

Phone Number: _____

Exhibit B – Regina Leader Post and Saskatoon Star Phoenix Advertisements



CLASSIFIEDS

PHONE: 1-800-667-9999 • FAX: 1-888-744-3725 • EMAIL: CLASSIFIEDS@LEADERPOST.COM • LEADERPOST.COM/PLACEANAD

Auctions

UNRESERVED LIVE AUCTION:
CITY OF REGINA SALVAGE SALE
SATURDAY, AUG. 11 – 9:30 AM
REGINA CITY YARDSITE-
ST. JOHN & 6th AVE.

View: 8:30am Saturday, August 11th, 2018 Until Sale Time
Cars will be sold at 9:30 AM indoors on TV Screen, please view prior to sale

2008 Buick Allure CXL; 2008 Chrysler Aspen Ltd 4WD; 1989 Honda Acc. LX; 2003 Jeep Grand Cherokee 4WD; Dell Lap Tops; 3-Ton Floor Jack; Ryobi Circular Saw; Schwinn Adult 3-Wheel Bike; Olympus Digital Camera & Case & Much More!

Visit Our Website For Photos & Details.
www.McDougallAuction.com
Regina (306) 757-1755
1-800-263-4193

Choose The Alternative – McDougall Auctioneers
 McDougall Auctioneers Ltd. Provincial License Number 319916.
 Subject to Additions & Deletions. Not Responsible For Printing Errors.

Legal & Tender Notices

Government of Saskatchewan
 Request for Proposals

Sale and removal of six cottages in Moose Jaw, Saskatchewan

Sealed proposals for the sale and removal of any or all of the six three-bedroom cottages located on the Valley View Centre property, at the municipal addresses of 101, 102, 103, 104, 105, and 106 Marfil Drive in Moose Jaw, Saskatchewan, will be received by the Ministry of Central Services, Accommodation Services, 2nd Floor, 1920 Rose Street, Regina, SK S4P 0A9 until 2 p.m. CST on August 16, 2018.

Proposals must be submitted on forms provided by the Ministry of Central Services. Instructions to Bidders and Proposal Forms may be obtained by contacting the Ministry at the above address, by telephone at 306-787-2001, or on sasktenders.ca.

The Ministry of Central Services reserves the right to reject any or all proposals received.

Government of Saskatchewan
 sasktenders.ca

Legal & Tender Notices

Your views matter

Environmental Impact Assessment Notice
 Section 11 of *The Environmental Assessment Act* (Saskatchewan)

Berger Peat Moss Ltd. is proposing the Big River Peat Harvest Project on Crown land north of Big River, Saskatchewan. The project would include peat harvesting areas, stockpile and staging areas, and associated roads and infrastructure. Peat harvesting activities would occur on 554 hectares of a 1,355-hectare lease area for a period of 33 years.

The public is invited to provide comments on the Environmental Impact Statement (EIS) and Technical Review Comments, which incorporate the requirements of the provincial environmental assessment process and identifies the key issues and studies to be addressed in the EIS. Traditional knowledge and local information on the potential impact of this proposed project is welcomed and valued.

To review project documents, visit our website at: saskatchewan.ca/environmentalassessment or at the administrative office of the Rural Municipality of Big River No. 555 in the Town of Big River.

Deadline for written comments is September 4, 2018.

To submit comments or for more information contact:
 Ann Riemer | (306) 787-5793
environmental.assessment@gov.sk.ca
saskatchewan.ca/environmentalassessment

Government of Saskatchewan

Cars

Government Surplus Sale

Bid on a variety of surplus items from Wednesday, August 8, to Wednesday, August 15, at 10 a.m. Saskatchewan time.

Sale item details and bid forms are available at sasksurplus.ca.

View items in person at SaskSurplus, 500 McLeod Street, Regina, SK, between 8 a.m. and 5 p.m. weekdays during sale. Viewing at other locations is by appointment or as noted on the website.

Bids may be placed in person at 500 McLeod Street, Regina, by email attachment at sasksurplus@gov.sk.ca, by fax at 306-787-2092, or by phone at 306-787-2062 or 306-787-2238.

Central Services reserves the right to reject any or all bids received.

Government of Saskatchewan
sasksurplus.ca

THE COURT OF QUEEN'S BENCH FOR SASKATCHEWAN DISTRICT OF SASKATOON FILE: 1693 of 2017

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

AND IN THE MATTER OF A PROPOSED PLAN OF ARRANGEMENT FOR THE CREDITORS OF COPPER SANDS LAND CORP., MIDTAL DEVELOPMENTS & INVESTMENTS CORP., PRAIRIE COUNTRY HOMES LTD., JLL DEVELOPMENTS & INVESTMENTS CORP., AND MDI UTILITY CORP. (collectively the "Companies")

Notice is hereby given that the Companies commenced proceedings under the CCAA on December 20, 2017 and were granted an order of the Court of Queen's Bench for Saskatchewan (the "Initial Order"). On July 5, 2018 the Initial Order was amended and restated (the "Amended and Restated Order").

The Initial and the Amended and Restated Orders grant the Companies various relief including, but not limited to, a stay of proceedings against the creditors in respect to the Companies and its assets, and appointing Deloitte Restructuring Inc. as Monitor.

The Initial and the Amended and Restated Orders have been posted on the Monitor's website available at: www.insolvencies.deloitte.ca/en-ca/coppersands.

Creditors requiring further information, not made available on the website, should contact:

Deloitte Restructuring Inc.
 360 Main Street, Suite 2300
 Winnipeg, MB Canada R3C 3Z3
 Tel: (204)942-0051
 Fax: (204)947-2689
www.deloitte.ca

Deloitte.

Public Notices

Notice to Creditors

IN THE ESTATE OF MERLYN LEE IRVINE, LATE OF REGINA, SASKATCHEWAN, DECEASED

All claims against the above estate verified by statutory declaration and with particulars and valuation of security held, if any, must be sent to the Public Guardian and Trustee of Saskatchewan before the 31st day of August, 2018.

PUBLIC GUARDIAN AND TRUSTEE OF SASKATCHEWAN #100 - 1871 Smith Street REGINA SK S4P 4W4

ATTENTION: Laurie Graham
 Trust Officer

Garage Sales

MOVING SALE
 Fri Aug 3rd 10am-7pm & Sat Aug 4th 10am-4pm
 181 Procter Pl.
 Hshld items, collectibles, table saw, hardware, etc.

FOR SALE
 2014 DODGE CARAVAN
 Only 38,800kms, rear foldaway seat, A/C, pwr windows. \$16,900-Try & Offer.
 Call 306-352-7931
 306-596-7931

Minivans & Vans

Cardinal 2012
 40', 5th wheel, Top of Range. 4 slides, 2 air's, Washer/Dryer. High Spec Exd. paint. Loaded. Immaculate condition. \$52,950
 Ph. 403-827-0261

Motorhomes & RV's

REACH MORE With Targeted Local Advertising

Auctions

TAKE NOTICE that misc goods & chattels belonging to the following persons stored at StorageMart in Regina will be sold due to unpaid charges:

2750 Sandra Schmirler Way - #405 - Jessica Corrigal - Frame, office chair, misc boxes, blanket, sofa, fridge, dresser, kitchen ware, mini fridge, computer monitor, books, baskets, hangers, clothes, charging cables, shelves #419 - Alvin Friday - lamp cover, jacket, dresser, bed #452 Alexandria (Ally) Starr - stand on wheels, night table, dresser, beds #515 - Jared Wilkinson - coffee table, chairs, stacking stools, cabinet, folding table, high chair, microwaves, vacuum, toaster oven, end table, shoe rack, stroller, toys, boxes of misc household items

495 Maxwell Crescent - #705 Doug Troendle - Couch, Chair, kitchen appliances, TV, Table, Nightstand, Vacuum, tote & bags #819 Raedawn Bison - Beds & Frames, Vacuum, Storage Stand, Toys, Plastic Storage Shelving, Lamp, boxes & Bags of misc household items, Sofa, Cushions, small appliances, electronics, yard tools, flat screen TV #837 Ginger Thompson - Whicker Basinet, Baskets, bed, Clothing, bags, totes, Lamp, Rugs, Air Compressor, Car Parts, Shop Vac, Drill Press, Helmet, Camping Equip, Chair, Mop

*The sale will be **Aug 21/18 @ 12:00PM**
 Auction will be held at ibid4storage.com, all bids are for entire contents of storage unit.
CASH ONLY!

Health & Beauty

Construction & Trades

HELP WANTED QUEEN CITY EX
 Help Wanted to Teardown Midway Rides at the Fair. **SUNDAY NIGHT Aug. 5, 2018, at 11PM.** Must be 18 yrs. Report to Lewvan Entrance area 11PM with Required Steel Toe Shoes. **PAID CASH** at the end of shift.

Comm. & Indust. Prop. for Rent

Retail/ Wholesale/ Office/ Community 2nd floor. Sep. or combined. 2000, 2502 sqft. 2159 - 7 Ave. 591-6293

Lost & Found

Crab Apples Ready Come & Pick them! 106 Broadway Ave

LOOK HERE!

CROSSWORD

BY EUGENE SHEFFER

ACROSS

- 1 Glasses, slangily
- 6 "Star Wars" director
- 11 Looked for
- 12 First game of the season
- 14 Thin, silky fabric
- 15 Old Plymouth
- 16 Addams cousin
- 17 La Scala city
- 19 Cariou of "Blue Bloods"
- 20 Not us
- 22 Collar
- 23 Highly rated
- 24 Passover repast
- 26 Person to whom a promise is made
- 28 "Platoon" locale
- 30 Historic period

DOWN

- 1 Mollified
- 2 Kicked on a fourth down
- 3 Custard ingredient
- 4 Lab sci.
- 5 Beer mug
- 6 Endearing
- 7 Atop
- 8 Cartoon frame
- 9 Not digital
- 10 Tranquil
- 11 Barbecue rods

13 Soprano Fleming

18 Napkin's place

21 Bistro handouts

23 Conform

25 Dust collector?

27 Hosp. areas

29 Mc-Carthy of "Bridesmaids"

31 Doppler device

32 Runs off to wed

33 Without bias

34 Dawn goddess

36 Salem's state

37 NHL team

38 Comes in last

41 Bridge coups

44 Con

45 Grand tale

48 Not 'neath

50 -- roll (winning)

Solution time: 26 mins.

R	A	B	B	I	R	A	N	P	F	C
A	L	I	A	S	I	V	E	L	E	E
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		L	E	N	S	E	S	O	T	I
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S	H	I	E	S	T	U	S	A	B	L
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O	D	E	C	L	E	A	R	E	T	E
W	E	S		H	A	L		P	O	L

Yesterday's answer 8-4

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51								52				
	53							54				

Services

Decks, Fences & Siding

DECKS, Landscaping, driveways, patios, walks, paving stones, asphalt paving, concrete, or coatings. All exterior work. Call 306-351-2031

Just Fences

Install and Repair Fences 306-569-3025

Repair decks and fences. Small tree removal. Call Perry (306) 535-0811

Disposal & Hauling

AGE OVER THE HILL. Haul rubbish, furniture etc. Clean eaves, cut trees, demolition, yard work, odd jobs. Sr discount. 596-0965

GARVIN'S 1/2 TON Hauling with sides. 543-5180 / 539-5949

Eavestroughing & Roofing

Buddy's Eavestrough
 Cleaning and Repairs
 Call: 306-525-2524

First Class Roofing & Sheet Metal.
 Hot roof repairs, asphalt shingling, sheet metal flashings. Low rates. (306) 450-0071

Home Renovations

Brazeau Masonry and Roofing
 Asphalt shingling . Brick, stone layer Chimney Repair. Stucco & Parging
 Wayne 306-331-8069

Renovations & FOUNDATIONS. 30 YRS EXPERIENCE
 Concrete, windows, siding, stone, decks, bathrooms...we do it all! Small jobs welcome. Senior rates. 306-537-8971

Yard Care & Seasonal

YARD, LAWN & SPRING CLEAN UP
 Let us do the work! Senior's discount. 306-537-8971

Other

FOUR SEASONS CARE HOME
 4121 Queen St. Regina
 Great Location, Great CARE, make this your #1 choice.

Dogs

English Springer Spaniel puppies
 Sire Expressways Sabre \$1,200 Call: 406-750-0318
walker@bigskybirddogs.com

Garage Sales

2136 Argyle Street Yard Sale!
 Saturday, August 4 10:00 am - 4:00 pm
 2136 Argyle Street
 Vintage items, furniture, treadmill, sofa & love seat, IKEA table & 4 chairs, dishware, china, linens, prints, posters, lamps...just lots of COOL stuff!

MOVING SALE
 By Transition Estate Services
 At 765 Royal St Regina
 August 11th, 8-5pm & August 12th 11-4pm

West 548 Hansen Dr.
 Thurs & Fri noon-7 Sat 10-7 & Sun 10-5
 Home Decor, Boys Clothes size 10-16, Lawn Chairs, Lighting, Golf Clubs & hshld misc. items

It's Time to **Connect Your Business** to the Web

Your Daily Horoscope

Creators Syndicate

Holiday Mathis

SUNDAY, JULY 29, 2018

Once you think, it's hard to unthink. The same applies to seeing, doing, comparing, loving, fearing and more. That's why the lunar change to Pisces is an opportunity not to be missed. It's essentially the chance to choose carefully and intuitively and be completely content with the choice so that there will be nothing to add "un" to later.

TODAY'S BIRTHDAY (July 29). The solar return starts with an experience that will help to cleanse your spirit and give you a fresh and powerful new belief in yourself and your effectiveness. Get involved in a mission to help. You find love and friendship while providing service to those around you. November and February are the best financial months. Leo and Libra adore you. Your lucky numbers are: 30, 12, 5, 28 and 40.

ARIES (March 21-April 19). Is it easier to see with your eyes closed? Maybe. Try it. Moments of quiet, still and very awake shut-eye could yield life-changing results. Of course, there are many ways to meditate that involve open eyes, too.

TAURUS (April 20-May 20). Forceful improvement? That's not really a thing. Improvements are made through tinkering, reinvention, starting over from scratch, refinement and many other ways. Force isn't one of them.

GEMINI (May 21-June 21). Things will settle themselves. When you deeply believe this, you can relax and stop trying to game the situation. There's no way to play this, so stop analyzing and just let it be.

CANCER (June 22-July 22). Like that of a jazz artist or comedian, some of your best work will be what happens when you're riffing. You have a talent for turning the most random mix of materials into a beautiful, if abstract, sort of order.

LEO (July 23-Aug. 22). Chances are you will not end up with your intended result regarding production. But at the end of the day, it will be about how much you love, not about how much you do.

VIRGO (Aug. 23-Sept. 22). For those who, for whatever reason, cannot bring themselves to forgive, reconciliation may still be possible. There are other ways to find balance, peace and harmony. One can accept what is without forgiving what was.

LIBRA (Sept. 23-Oct. 23). Your perception of the outside world is a reflection of your inside world, and the reverse is just as true. So even though you can set a tone or bring a mood with you, you're never completely responsible for the way things turn out.

SCORPIO (Oct. 24-Nov. 21). Treating yourself better isn't about a skin cream or a massage. Those things are nice, but they won't stop the pain that's caused by speaking unkindly to yourself with your inside voice.

SAGITTARIUS (Nov. 22-Dec. 21). It will feel as though life is trying to make an important point, but don't let anyone else tell you what point that is, because it's what's important to you -- and what you think it is -- that really matters.

CAPRICORN (Dec. 22-Jan. 19). Your giving heart will not feel fully satisfied until you know that you have made a difference. But there's a catch. To really help out, you must be wise enough to know when your help won't help.

AQUARIUS (Jan. 20-Feb. 18). Once you place your trust, why not keep it there awhile and see what happens? Relationships get deeper and more meaningful with time. Give everyone a chance to settle in and get comfortable.

PISCES (Feb. 19-March 20). Someone longs to be listened to and taken seriously, and you'll provide that -- not because you're doing anyone a service but because you are genuinely curious about people and value what they have to say.



Legal & Tender Notices

THE COURT OF QUEEN'S BENCH FOR SASKATCHEWAN DISTRICT OF SASKATOON FILE: 1693 of 2017

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

AND IN THE MATTER OF A PROPOSED PLAN OF ARRANGEMENT FOR THE CREDITORS OF COPPER SANDS LAND CORP., WILLOW RUSH DEVELOPMENT CORP., MIDTDAL DEVELOPMENTS & INVESTMENTS CORP., PRAIRIE COUNTRY HOMES LTD., JVL DEVELOPMENTS & INVESTMENTS CORP., AND MDI UTILITY CORP. (collectively the "Companies")

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Creditors requiring further information, not made available on the website, should contact:

Deloitte Restructuring Inc.
360 Main Street, Suite 2300
Winnipeg, MB Canada R3C 3Z3
Tel: (204)942-0051
Fax: (204)947-2689
www.deloitte.ca

Deloitte.

Legal & Tender Notices

COURT FILE NUMBER Q.B.G. No. 1038 of 2018

COURT OF QUEEN'S BENCH FOR SASKATCHEWAN

JUDICIAL CENTRE SASKATOON

APPLICANT HUMBOLDT BRONCOS MEMORIAL FUND INC.

IN THE MATTER OF THE INFORMAL PUBLIC APPEALS ACT, SS 2014, c I-9.0001

AND IN THE MATTER OF FUNDS DONATED THROUGH THE GOFUNDME ONLINE FUNDRAISING PLATFORM IN RESPONSE TO AN ACCIDENT ON APRIL 6, 2018 INVOLVING PERSONS TRAVELLING ON THE HUMBOLDT BRONCOS JUNIOR HOCKEY TEAM BUS

INITIAL ORDER APPLICATION SERVICE NOTICE

1. Humboldt Broncos Memorial Fund Inc. ("HBMFI") is a non-profit corporation established to allocate proceeds of an appeal for donations entitled "Funds For Humboldt Broncos" hosted on the online "crowdfunding" platform known as "GoFundMe" (the "GoFundMe Campaign") which was established as a result of the tragic accident of April 6, 2018 involving the team bus transporting the Humboldt Broncos Junior hockey team.

2. HBMFI has applied to the Court of Queen's Bench For Saskatchewan (the "Court") under section 9 of The Informal Public Appeals Act (the "IPAA") for an Order providing for the court-supervised administration and allocation of the proceeds of the GoFundMe Campaign (the "Funds"). HBMFI will make an application (the "Initial Order Application") to the Court at the Courthouse, 520 Spadina Crescent East, Saskatoon, Saskatchewan at 10:00 o'clock in the forenoon on Wednesday, the 15th day of August, 2018, for an Initial Order under section 9 of the IPAA:

- a) authorizing the establishment of an advisory committee (the "Advisory Committee") to inquire into and to prepare a report to the board of directors of HBMFI (the "Advisory Committee Report") containing the recommendations of the Advisory Committee regarding the allocation of the Funds in a fair, equitable and transparent manner in accordance with the Terms of Reference provided to the Advisory Committee;
- b) providing for an interim distribution of the Funds (not to exceed ten percent of the Funds);
- c) granting various forms of declaratory relief under the IPAA and scheduling a date for the hearing of an application by HBMFI for a final order of the Court approving the proposed allocation of the Funds.

3. Materials filed by HBMFI in support of the Initial Order Application are available from the website of MLT Aikins, legal counsel to HBMFI at www.mltaikins.com/humboldtbroncosmemorialfundinc.

4. For more information regarding the Initial Order Application, please contact:

MLT Aikins LLP, Counsel to HBMFI
1500 - 410 22nd Street East
Saskatoon, SK S7K 5T6
Attention: Sandra Boswell (sboswell@mltaikins.com)
Tel: (306) 975-7138

Public Notices

Notice to Creditors

IN THE ESTATE OF MABEL ILENE THOMPSON, AKA MABEL EILEEN STINSON, AKA MABEL ILENE BAKER LATE OF SASKATOON, SASKATCHEWAN, DECEASED

All claims against the above estate verified by statutory declaration and with particulars and valuation of security held, if any, must be sent to the Public Guardian and Trustee of Saskatchewan before the 31st day of August, 2018.

PUBLIC GUARDIAN AND TRUSTEE OF SASKATCHEWAN
#100 - 1871 Smith Street
REGINA SK S4P 4W4

ATTENTION: Laurie Graham
Trust Officer

FIND STUFF HERE!



WONDERWORD

By DAVID OUELLET

HOW TO PLAY: All the words listed below appear in the puzzle -- horizontally, vertically, diagonally and even backward. Find them, circle each letter of the word and strike it off the list. The leftover letters spell the WONDERWORD.

ANTHONY BOURDAIN (1956-2018)

Solution: 12 letters

E	G	A	S	I	A	E	N	I	S	I	U	C	O	D
D	N	E	I	R	E	S	S	A	R	B	T	S	T	I
C	L	A	T	S	U	N	G	D	N	I	M	L	N	N
H	U	R	I	J	U	O	O	H	C	L	A	E	E	
E	E	L	O	R	I	B	T	B	L	A	Y	E	G	H
F	O	B	T	W	A	R	M	U	I	D	E	M	R	C
C	O	O	K	U	Y	N	O	T	T	A	V	I	A	T
U	B	B	O	T	R	N	N	L	A	S	D	H	F	I
N	M	B	O	I	L	E	A	H	C	I	M	O	R	K
K	A	Y	B	S	D	Y	T	S	S	T	F	S	E	S
N	B	B	Q	I	O	R	T	H	R	O	A	T	N	O
O	E	Y	F	V	A	A	E	B	O	I	S	T	C	K
W	N	N	E	V	R	S	S	D	F	A	C	E	H	T
N	O	R	E	S	E	R	V	A	T	I	O	N	S	U
C	G	L	E	S	H	A	L	L	E	S	T	R	A	P

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7/28

Argento, Ariane, Asia, BBQ, Bobby, Bone, Book, Brasserie, Busia, Chef, Confidential, Cook, Cuisine, Culture, Dine, Dishes, Face, Food, French, Get Jiro, Gold, Gone Bamboo, Host, Kitchen, Layover, Les Halles, Meals, Medium Raw, Michael, Mind, Nancy, No Reservations, Ottawa, Parts, Putkoski, Stars, Taste, Throat, Tony, Tour, Travel, Unknown, Visit, World
Yesterday's Answer: Groundbreaking

JANRIC CLASSIC SUDOKU

Fill in the blank cells using numbers 1 to 9. Each number can appear only once in each row, column and 3x3 block. Use logic and process elimination to solve the puzzle. The difficulty level ranges from Bronze (easiest) to Silver to Gold (hardest).

9		8	1			5		4
	6	7		4	5			1
5						3		
	1		8	6	2			9
		9						2
8			2	3		4	6	
4	6			8	1			9

Rating: GOLD

Solution to 7/27/18

4	5	7	9	8	6	1	2	3
1	3	8	7	5	2	4	6	9
2	6	9	1	3	4	5	7	8
8	1	4	2	6	7	9	3	5
3	7	5	8	1	9	2	4	6
6	9	2	3	4	5	7	8	1
5	2	1	6	7	8	3	9	4
7	4	6	5	9	3	8	1	2
9	8	3	4	2	1	6	5	7

Services

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Vinyl Carpet & Laminate
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Supply or Install.
20 yrs Exp. Warranty.
306-227-7849

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GARBAGE REMOVAL.
Small moves & delivery, w 1/2 ton.
www.ngkhauling.com
7days/wk
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306-477-2094

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28 yrs exp. Senior discount. Excellent Work Guaranteed.
306-880-3523

Cleaning

Window Cleaning, Pressure Washing & Eavestroughs
window@mail.com
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Home Renovations

Ken's Handyman
Painting, drywall, carpentry
306-290-8877



TEXTURED SPECIALIST
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Dustin 306-380-6468.

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Parging
new and old homes.
Call: 306-491-1516

Norred Contracting LTD

Exterior Home Reno. Have your house looking new again! Siding, Shingles, Soffit Fascia, Decks & Fences
Norm
306-227-0432

Yard Care & Seasonal

Free Estimates. Big & Small Tree Removal & Stump trimming/pruning.
Hauling. Eavestrough clean. Yard work. 20 yrs Exp. Joe: 280-5522 or 955-3618

Decks, Fences & Siding

Fences & Decks
Bsmnt & Bath Reno's.
Small repairs
Free estimates.
306-850-5463

Astrology, Mediums & Psychics

Psychic Paulina
Full Life Readings
Phone 306-384-7042

Disposal & Hauling

Ed's JUNK Haul
\$25 off w/ad We Haul It All. Del., To Dump, Senior Rates. 7 D/WK
306-230-6059

Painters & Decorators

PAINT GENIE
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Ph: 306-281-5570

JD'S Paving Stones
Patios, Driveways, Walls, Repairs to All, Fences, Concrete, Irrigation & Turf etc.
Jeremy 306-220-3235

Anniversaries

50th Anniversary
Come-and-go tea for
Donald and Elizabeth McMahon

Saturday, August 4, 2-4 p.m.
Perdue Complex
No cards, no gifts.
A recent picture of yourself would be greatly appreciated.

Anniversary



Bob and Rachel Kowaluk

Happy 60th Anniversary

August 2, 2018

Lots of love from
Darren and Bev
Linda and Randy
Larren and Sheri
and all the grandkids

Let us in on your BIG NEWS...
• Birth • Engagement • Wedding • Graduation • Retirement

Anniversaries

Celebrating
60th Anniversary
David & Orla Lockerbie



Come & Go Tea
Saturday Aug 11, 2018
2-4pm at St. Martin's U.C.
2617 Clarence Ave S
(No gifts please)



Happy Anniversary



Paul & Zora Puckey

Congratulations on your
76th Wedding Anniversary!
July 30 1942 - July 30, 2018
Love, the Family



FIND STUFF HERE!

Your Daily Horoscope

Creators Syndicate

SATURDAY, AUGUST 4, 2018

A basic tenet to keep in mind during Mercury's retrograde: The written word is only representational. All of the real communication of life happens in person. Words are only glints of light on the surface of a river. Most of the meaning and message flows by in the depths. The undercurrents rule. Fight against them at your own peril.

TODAY'S BIRTHDAY (Aug. 4). The people you find interesting also want to be around you. There will be a lot of laughing with friends. You'll share a responsibility and watch how it brings out the best in everyone. Also, when it doesn't, you'll jump at the chance to help one another. What make this solar return great are the bonds you share. Capricorn and Scorpio adore you. Your lucky numbers are: 6, 40, 22, 11 and 39.

ARIES (March 21-April 19). It's the perfect time to streamline. Cut out the unnecessary to make room for new energy to drop in. This applies across the board, from closets to relationships to work.

TAURUS (April 20-May 20). Instead of seeing the world as good or bad, acceptable or not, try seeing it as "for me" or "not for me." This leads to your own enjoyment or movement. It also leads to peace.

GEMINI (May 21-June 21). This isn't always going to be who you are. An exciting transformation is underway. Even as you do what it takes to make your current life work, you are thinking of your next move.

CANCER (June 22-July 22). Ask for feedback, and encourage honesty. This means you have to be tough enough to take it and be demonstrably grateful for it, too. If you can achieve this, you'll learn just what you need to know to take it to the next level.

LEO (July 23-Aug. 22). "That's not for me": Often you can confidently say this just from looking at whatever "that" is. But today you'll come across possibilities that fall into a gray area. As long as they are not too expensive, be daring. You have to try new things to find your next favorite.

VIRGO (Aug. 23-Sept. 22). Imagine your dream partner telling you, "If you were mine, I would..." and then fill in the blank. Now do that thing for yourself. It's what you really deserve.

LIBRA (Sept. 23-Oct. 23). An exciting turn of events is in the works, but this only benefits you if you are flexible enough to steer into the turn. It will require a fast decision and then the confidence to fully commit.

SCORPIO (Oct. 24-Nov. 21). You may receive a compliment or two along with some validating signals that you're on the right track. Do not relax. Avoid the temptation to bask in your glory. Stay focused on improving.

SAGITTARIUS (Nov. 22-Dec. 21). If you share a home with others, chances are you do not all require and enjoy the same food. Focus on your part of it. And whatever your living situation, it's time to hone your diet without regard to outside influence.

CAPRICORN (Dec. 22-Jan. 19). Choosing whom to reach out to and possibly befriend is a crucial decision that will affect you for years to come. Ask yourself, "Is this someone I would like to be like?"

AQUARIUS (Jan. 20-Feb. 18). People have trusted you with the kind of information that, if leaked, could sink them. You may be tempted to say what you really should not. It would hurt less to slip with your feet than your mouth.

PISCES (Feb. 19-March 20). For those who can tell the difference between the issues and the nonissues, this will be a pleasant day. Happiness is focusing on what can and/or must be changed and leaving the rest alone.

Holiday Mathis

Your Daily Horoscope

Creators Syndicate

MONDAY, AUGUST 6, 2018

There's a type of marketing that involves no advertising except word-of-mouth. It depends on having and seeming to guard a cool secret. People want to feel as though they are in on something. The strategy will work for individuals and companies alike as Venus transits Libra. Create an awesome experience, and extend private invitations.

TODAY'S BIRTHDAY (Aug. 6). You're full of questions, and the answers will make you laugh, think and learn. Bonus: Asking the right people will get you promoted and paid. There's a mighty blessing in November, a winning ticket in February. March brings a long process in which daily efforts will markedly improve life and, in particular, finances. Cancer and Libra adore you. Your lucky numbers are: 9, 3, 24, 22 and 18.

ARIES (March 21-April 19). Your sophistication leads you to understand that what's right for one person doesn't work for all. Staying in line with your own code takes too much energy (and brings too much happiness) for you to be bothered with other people's.

TAURUS (April 20-May 20). Persistence, passion and optimism will be the combination that creates your luck. Winning forces find you irresistible. Decide what you want and they will rally behind you.

GEMINI (May 21-June 21). Lighten up by saying goodbye to worn possessions you don't use anymore. Getting rid of what doesn't bring you joy will make room for what does. As you purge the physical evidence of the past, your mind will follow the trend.

CANCER (June 22-July 22). You'll be in a position to sell an idea or product. First, sell yourself. If you can convince yourself that this is the best thing to solve a problem, you'll have no trouble convincing others.

LEO (July 23-Aug. 22). No matter how many facts support an idea or how much information is available, people will do as they feel. Even the most logical human is still an emotional creature.

VIRGO (Aug. 23-Sept. 22). The fun part about parades, as opposed to, say, a theater, is that the action keeps marching on and it's never the same clown twice. You're in a prime position to watch the parade go by today.

LIBRA (Sept. 23-Oct. 23). You've something of value to give, and you're in a generous mood, too. Negotiations will ensue. Just be sure to leave some "meat on the bone" for you and yours. A truly good deal will feed everyone.

SCORPIO (Oct. 24-Nov. 21). You'll gravitate toward situations and relationships in which you're likely to pick up certain skills along with other perks. The skills will prove to be the most valuable part of the arrangement.

SAGITTARIUS (Nov. 22-Dec. 21). You have an idea that hasn't quite found its best use yet. Experiment. Before it became packing material, Bubble Wrap was marketed as wallpaper. New arenas bring new solutions.

CAPRICORN (Dec. 22-Jan. 19). It's a day for getting organized and being your own project manager. What will it take to pull off the goal? What needs to happen first, second and third?

AQUARIUS (Jan. 20-Feb. 18). It will be nearly impossible to get your work done unless you take precautions against distraction. Turn off your devices, and go somewhere quiet where no one can interrupt you. The world will still be there when you get back.

PISCES (Feb. 19-March 20). Decisions to make, actions to take, conflict to solve -- and you can certainly handle it all on your own, although it will be much more fun (and the outcome will be slightly different) if you bring along a trusted sidekick.

Holiday Mathis

WONDERWORD

By DAVID OUELLET

HOW TO PLAY: All the words listed below appear in the puzzle — horizontally, vertically, diagonally and even backward. Find them, circle each letter of the word and strike it off the list. The leftover letters spell the WONDERWORD.

'THE GOOD DOCTOR' (TV SERIES)

Solution: 9 letters

H	H	S	C	H	I	F	F	S	A	M	O	H	T	S
A	I	K	O	A	V	R	T	O	M	I	T	A	T	W
R	L	G	A	Z	E	D	N	E	L	E	M	B	E	E
P	L	Ⓣ	H	D	A	V	I	D	N	L	O	I	R	R
E	I	ⓕ	D	M	C	N	R	W	Y	N	N	T	R	D
R	F	Ⓛ	C	L	O	A	O	N	A	D	Y	P	A	N
A	E	ⓐ	A	R	H	R	I	V	E	R	R	C	G	A
L	K	I	A	C	B	C	E	R	O	E	I	O	U	N
L	R	A	I	E	H	N	A	M	S	S	A	L	G	T
E	A	R	A	O	T	J	E	T	S	H	A	U	N	O
G	P	U	L	U	L	M	O	E	U	K	U	H	C	N
R	V	A	R	I	E	N	J	R	C	S	A	E	D	I
A	S	E	E	R	O	H	S	U	R	G	E	R	Y	A
G	O	N	Z	A	L	E	Z	S	A	N	J	O	S	E
U	D	O	M	U	R	P	H	Y	M	U	B	E	A	J

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8/4

Aaron, Allegra, Andrews, Antonia, Aoki, Beau, Browne, Chuku, Claire, David, Freddie, Garrett, Gift, Glassman, Gonzalez, Habit, Harper, Highmore, Hill, Ideas, Jae-bum, Jared, Jessica, Life, Marcus, Melendez, Memory, Modu, Murphy, Neil, Nicholas, Park, Preston, Richard, San Jose, Schiff, Shaun, Shore, St. Bonaventure, Surgery, Tamlyn, Thomas, Tomita
Yesterday's Answer: Purebred

Legal & Tender Notices

Your views matter

Environmental Impact Assessment Notice

Section 11 of *The Environmental Assessment Act* (Saskatchewan)

Berger Peat Moss Ltd. is proposing the Big River Peat Harvest Project on Crown land north of Big River, Saskatchewan. The project would include peat harvesting areas, stockpile and staging areas, and associated roads and infrastructure. Peat harvesting activities would occur on 554 hectares of a 1,355-hectare lease area for a period of 33 years.

The public is invited to provide comments on the Environmental Impact Statement (EIS) and Technical Review Comments, which incorporate the requirements of the provincial environmental assessment process and identifies the key issues and studies to be addressed in the EIS. Traditional knowledge and local information on the potential impact of this proposed project is welcomed and valued.

To review project documents, visit our website at: saskatchewan.ca/environmentalassessment or at the administrative office of the Rural Municipality of Big River No. 555 in the Town of Big River.

Deadline for written comments is September 4, 2018.

To submit comments or for more information contact:

Ann Riemer | (306) 787-5793

environmental.assessment@gov.sk.ca



saskatchewan.ca/environmentalassessment

Legal & Tender Notices

THE COURT OF QUEEN'S BENCH FOR SASKATCHEWAN DISTRICT OF SASKATOON FILE: 1693 of 2017

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

AND IN THE MATTER OF A PROPOSED PLAN OF ARRANGEMENT FOR THE CREDITORS OF COPPER SANDS LAND CORP., WILLOW RUSH DEVELOPMENT CORP., MIDTAL DEVELOPMENTS & INVESTMENTS CORP., PRAIRIE COUNTRY HOMES LTD., JLL DEVELOPMENTS & INVESTMENTS CORP., AND MDI UTILITY CORP. (collectively the "Companies")

Notice is hereby given that the Companies commenced proceedings under the CCAA on December 20, 2017 and were granted an order of the Court of Queen's Bench for Saskatchewan (the "Initial Order"). On July 5, 2018 the Initial Order was amended and restated (the "Amended and Restated Order").

The Initial and the Amended and Restated Orders grant the Companies various relief including, but not limited to, a stay of proceedings against the creditors in respect to the Companies and its assets, and appointing Deloitte Restructuring Inc. as Monitor.

The Initial and the Amended and Restated Orders have been posted on the Monitor's website available at: www.insolvencies.deloitte.ca/en-ca/coppersands.

Creditors requiring further information, not made available on the website, should contact:

Deloitte Restructuring Inc.
360 Main Street, Suite 2300
Winnipeg, MB Canada R3C 3Z3
Tel: (204)942-0051
Fax: (204)947-2689
www.deloitte.ca

Deloitte.

Garage Sales

Looking For Vendors of antiques, collectibles, vintage clothes, jewelry, records, oil and signage, food, produce, and art. Contact davidallen@sasktel.net
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Motorhomes & RV's

Ultralite camper
2012 28ft sleeps 6 very good condition can be seen at Pike Lake \$19,500 Call: 306-227-9300

Cars

Government Surplus Sale

Bid on a variety of surplus items from Wednesday, August 8, to Wednesday, August 15, at 10 a.m. Saskatchewan time.

Sale item details and bid forms are available at sasksurplus.ca.

View items in person at SaskSurplus, 500 McLeod Street, Regina, SK, between 8 a.m. and 5 p.m. weekdays during sale. Viewing at other locations is by appointment or as noted on the website.

Bids may be placed in person at 500 McLeod Street, Regina, by email attachment at sasksurplus@gov.sk.ca, by fax at 306-787-2092, or by phone at 306-787-2062 or 306-787-2238.

Central Services reserves the right to reject any or all bids received.

sasksurplus.ca



Legal & Tender Notices

NOTICE TO CREDITORS

In the estate of Bruce Trost, late of Saskatoon, Saskatchewan, deceased.

All claims against the above estate, duly verified by statutory declaration and with particulars and valuation of security held, if any, must be sent to the undersigned before September 15, 2018.

Lynn Trost
1415 10th Ave N
SASKATOON, SK

Advertise & Promote Your Business HERE!

MAKE SURE THAT YOU GET

NOTICED

BY PURCHASING AD SPACE

JANRIC CLASSIC SUDOKU

Fill in the blank cells using numbers 1 to 9. Each number can appear only once in each row, column and 3x3 block. Use logic and process elimination to solve the puzzle. The difficulty level ranges from Bronze (easiest) to Silver to Gold (hardest).

	8		1			2		9	
				8				7	
1					6			3	
					3			4	
5		2			7		6		8
	9		2						
	2		3					5	
	7			9					
9		6			5			2	

Rating: GOLD

Solution to 8/3/18

6	7	3	8	2	9	5	1	4
5	9	8	6	4	1	7	2	3
2	1	4	5	7	3	9	6	8
9	4	6	2	8	5	3	7	1
8	3	2	7	1	6	4	9	5
7	5	1	9	3	4	6	8	2
3	8	7	4	6	2	1	5	9
4	2	5	1	9	7	8	3	6
1	6	9	3	5	8	2	4	7

Other

Custom Framing & Matting
Done by local hobbyist. Circles ovals, dry-mounting & plaques. Exc work. 306-374-6927

ESTATE SALE- 1 ski boat, 1 fish boat, fish stuff, Suzuki DR 370 306-262-6230 no text

Metal bed frame. Life jackets, Coleman Camp stove. Mercury 5 gallons boat gas tank. Wooden stool, Office chair. 2 cycle motor oil. Wooden extension ladder, 2 & 4 drawer file cabinet. Coffee table. Adirondok back chair, wahl tub on lakes. 306-374-3869

Services

Carpet & Flooring

Vinyl Carpet & Laminate Carpet Re-stretch. Supply or Install. 20 yrs Exp. Warranty. 306-227-7849

Disposal & Hauling

Ed's JUNK Haul
\$25 off w/ad We Haul It All. Del., To Dump, Senior Rates. 7 DWK 306-230-6059

Painters & Decorators

Great Service!
TEXTURED SPECIALIST
Texture, Framing, Drywall, Ceiling Specialist. Reno's and Interior Painting. Dustin 306-380-6468.

Yard Care & Seasonal

Free Estimates. Big & Small Tree Removal & Stump trimming/pruning. Hauling. Eavestrough clean. Yard work. 20 yrs Exp. Joe: 280-5522 or 955-3618

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Ceiling & Wall Repair 28 yrs exp. Senior discount. Excellent Work Guaranteed. 306-880-3523

Decks, Fences & Siding

Fences & Decks
Bsmnt & Bath Reno's. Small repairs Free estimates. 306-850-5463

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Sales@langencontracting.com
www.langencontracting.com

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bathrooms Garages finance available Call: 306-220-9490 markregalupgrades@live.ca regalupgrades.com

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Book your full clean-up now and receive a 10% discount. Senior rates also available. For more info give us a call at 306-514-1631 or visit our website at www.greenscapeyardworks.com

THE RIGHT CAREER

is waiting for you in the **CLASSIFIEDS!**



Exhibit C – August 2, 2018 Miller Thomson LLP Correspondence



MILLER THOMSON
AVOCATS | LAWYERS

MILLER THOMSON LLP
BANK OF MONTREAL BUILDING
2103 - 11TH AVENUE, SUITE 600
REGINA, SK S4P 3Z8
CANADA

T 306.347.8300
F 306.347.8350

MILLERTHOMSON.COM

August 2, 2018

Sent by email bwarga@deloitte.ca

Deloitte
2300 - 360 Main Street
Winnipeg, MB R3C 3Z3

Attention: Brent Warga

Dear Sir:

Rick Van Beselaere, Q.C.
Direct Line: 306.347.8316
rvanbeselaere@millerthomson.com

File: 209995.0001

Re: CCAA Proceedings – Copper Sands Companies

While we are already on the Service List for our client, 101297277 Saskatchewan Ltd., to avoid any uncertainty, we enclose a Demand for Notice.

August 1, 2018 is almost here. The Companies had asked, and paragraph 59 of the July 5, 2018 Order reflects, that they be allowed to focus in July on their efforts to complete a sale and repayment to our client and the other secured creditor. However, commencing August 1st, efforts are to be made to complete the review and assessment of the Water Utilities.

We are outlining herein our initial requests of the Monitor, and the Companies, to fulfill the assessment and matters in the July 5, 2018 Order, specifically:

1. the Companies should provide a written list of all equipment that has been purchased for the Water Utilities, whether the Companies have possession or not of such equipment, a list of all equipment that has been ordered but not yet paid for and a list of all the equipment that is considered necessary to complete the Water Utilities) with some indication of whether payment (of deposit or otherwise) has been made;
2. as set out in previous Affidavits, there were representations to our client of the loan funds had been used to purchase equipment necessary for the Water Utilities. An explanation of those representations, together with particulars of the purchase and disposition/location (including proofs of payment and delivery as applicable) of such equipment should be provided by the Companies and reviewed by the Monitor;
3. a visit to the site is in order for the purposes of this review and assessment. Our client would ask to participate in that site visit. If the Monitor is concerned about costs, our client is prepared to meet with a representative of IPRL and a representative of the Companies at the site on a arranged date and time for the purposes of inspecting the site, documenting the current state and any equipment and providing that to the Monitor and all other parties. To this end we are requesting permission of the Monitor (or the Applicants) pursuant to section 18 of the July 5, 2018 Order to allow our clients to exercise the right to attend at the location of the Water Utilities to review the state of the Water Utilities. As indicated, this could save the Monitor performing that function particularly given that you are situated in Winnipeg and not in Regina.

In addition to these specific provisions in paragraph 58 and 59, it is our view that the information we are requesting is a reasonable request pursuant to section 27 of the Order.

We are forwarding a copy of this letter to your counsel, counsel for the Companies and counsel for IPRL, the other secured creditor.

We look forward to hearing from you.

Yours truly,

MILLER THOMSON LLP

Per: *Brenda Abrahamson*
for Rick Van Beselaere, Q.C.

RMV/ba

cc: McDougall Gauley LLP, Attn: Ian A. Sutherland by email

cc: MLT Aikins LLP, Attn: Jeff Lee and Paul Olfert by email

cc: Kanuka Thuringer LLP, Attn: Warren N. Sproule, Q.C., Diana K. Lee, Q.C. and Alexander K.V. Shalashniy by email

32954290.1



SCHEDULE "B"

COURT FILE NUMBER Q.B. No. 1693 of 2017

COURT OF QUEEN'S BENCH FOR SASKATCHEWAN

JUDICIAL CENTRE SASKATOON

APPLICANTS COPPER SANDS LAND CORP., WILLOW RUSH DEVELOPMENT CORP., MIDTDAL DEVELOPMENTS & INVESTMENTS CORP., PRAIRIE COUNTRY HOMES LTD., JJL DEVELOPMENTS & INVESTMENTS CORP. and MDI UTILITY CORP.

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 COPPER SANDS LAND CORP., WILLOW RUSH DEVELOPMENT CORP., MIDTDAL DEVELOPMENTS & INVESTMENTS CORP., PRAIRIE COUNTRY HOMES LTD., JJL DEVELOPMENTS & INVESTMENTS CORP. and MDI UTILITY CORP.

DEMAND FOR NOTICE


TO:

- | | |
|---|---|
| 1. Copper Sands Land Corp., Willow Rush Development Corp., Midtdal Developments & Investments Corp., Prairie Country Homes Ltd., JJL Developments & Investments Corp. and MDI Utility Corp.
c/o MLT Aikins LLP
Attention: Carmen Balzer
Email: cbalzer@mltaikins.com
Fax: (306) 975-7145 | 2. Deloitte Restructuring Inc.

c/o McDougall Gauley LLP
Attention: Ian Sutherland
Email: isutherland@mcDougallgauley.com
Fax: (306) 652-1323 |
|---|---|

I hereby request that notice of all further proceedings on this matter be served on me and hereby elect that service may be effected on me in the following manner: **[Please select either (a) or (b), but not both.]**

- (a) by email, at the following email address: rvanbeselaere@millertthomson.com, or
- (b) by facsimile, at the following facsimile number: (306) 347-8350.

Signature: 
Name of Creditor: 101297277 Saskatchewan Ltd.
Address of Creditor: 201 1055 Park Street
Regina, SK S4N 5H4

Phone Number: (306) 347-8316

Exhibit D – August 3, 2018 MLT Aikins LLP Correspondence

MLT AIKINS

WESTERN CANADA'S LAW FIRM

MLT Aikins LLP
1500 - 410 22nd Street East
Saskatoon, Saskatchewan S7K 5T6
T: (306) 975-7100
F: (306) 975-7145

Paul Olfert
Direct Line: (306) 956-6970
E-mail: POLfert@mltaikins.com

Virginia Bourmer
Legal Assistant
Direct Line: (306) 956-6997
E-mail: VBourmer@mltaikins.com

August 3, 2018

**Via E-mail to rvanbeselaere@millertomson.com
and babrahamson@millertomson.com**

Miller Thomson LLP
600 – 2103 11th Avenue
Regina, SK S4P 3Z8

Attention: Rick Van Beselaere, Q.C.

Dear Sir:

**Re: Re Copper Sands Land Corp et al., Q.B. No. 1693 of 2017, Judicial Centre of
Saskatoon**

We have received your correspondence dated August 2, 2018 in respect of the above-noted matter, requesting that certain actions be taken by our clients and by the Monitor, Deloitte Restructuring Inc.

We are seeking instructions in response to the requests made on behalf of your client, and will be back to you in the next short while.

Sincerely,

MLT AIKINS LLP

Per:


Paul Olfert

cc: MLT Aikins LLP, Attention: Jeff Lee, Q.C.
McDougall Gauley LLP, Attention: Ian Sutherland and Craig Frith
Deloitte Restructuring Inc., Attention: Brent Warga
Kanuka Thuringer LLP, Attention: Diana Lee, Q.C. and Alexander Shalashniy

Exhibit E – August 13, 2018 MLT Aikins LLP Correspondence

August 13, 2018

Via E-mail to rvanbeselaere@millertomson.com
and babrahamson@millertomson.com

Miller Thomson LLP
600 – 2103 11th Avenue
Regina, SK S4P 3Z8

Attention: Rick Van Beselaere, Q.C.

Dear Sir:

Re: Re Copper Sands Land Corp et al., Q.B. No. 1693 of 2017, Judicial Centre of
Saskatoon

We write in response to your correspondence dated August 2, 2018 in respect of the above-noted matter (and further to our correspondence dated August 3, 2018) in which you, on behalf of your client 101297277 Saskatchewan Ltd. ("7277"), requested that certain actions be taken by our clients and by the Monitor, Deloitte Restructuring Inc.

With regard to your first request:

1. The equipment which has been purchased and paid for already with respect to the potable water treatment plant ("PWTP") is as follows:
 - a. Poured concrete foundation and slab;
 - b. Wood frame structure with Hardie exterior cladding, PVC interior cladding, asphalt shingles, electrical services, gas heating, lighting, sump system, and 1 emergency eyewash station;
 - c. Underground features as per proprietary drawings CSWT-1011, CSWT-1012, CSWT-1013, CSWT-1014, CSWT-1015, CSWT-1018, and CSWT-1019;
 - d. Potable water storage and chlorine mixing system installed in pumphouse (3 second system may potentially be required depending on deterioration of existing system and cost of resulting upgrades);
 - e. Two National Sanitation Foundation/American National Standards Institute approved 10,000 gallon fiberglass tanks (Item #T701A and T702A, currently

- exposed but will be buried) with underground interconnecting plumbing and expansion joint system, tank bedding and weight distribution system, interior baffling and interconnection flanges, and anti-flotation anchoring system (installed, tested and verified as per drawings CSWT-1006, CSWT-1007, CSWT-1008, CSWT-1009, and CSWT-1017);
- f. Potable water treatment process equipment as per Engineered Water Solutions approved design CSWT-10XX and Water Security Agency ("WSA") permit 00065758-00-00. Currently used in Well #2 and Well #3 c/w NSF approved pumping systems P101 and P201 (both of which recently had to be replaced due to motor burnout from sediment in motor due to low water table and subsequent well degradation);
 - g. Dual potable filtration train F101, F201, F501, F502, F503, and F504, incoming and outgoing flow meter instrumentation, dual distribution pumping systems P701-702 with controls, circulation pump P901, chemical injection metering system, turbidity and chlorine online monitoring systems, and computerized monitoring and control system; all as per drawings CSWT-1006, CSWT-1007, CSWT-1010, and CSWT-1020; and
 - h. New well installed and connected to new and existing system.
2. The equipment which has been purchased and paid for already with respect to the waste water treatment plant ("WWTP") is as follows:
- a. Waste water subsurface irrigation disposal system as per Engineered Water Solutions approved design CSWW-10XX and WSA permit 00066392-01-00;
 - b. Designated willow plantation site c/w 7.5 hectares Netafim biofilm subsurface drip irrigation system, automatic valving system, dual pump system, Netafim disc filtration & backwash system, all installed, tested and verified as per drawings CSWW-1003, CSWW-1010, CSWW-1011;
 - c. Underground interconnecting plumbing, tank bedding and weight distribution system, interior baffling and interconnection flanges, and anti-flotation anchoring system.
3. The items of equipment which remain to be purchased with respect to the PWTP, and the estimated costs of those items, are as follows:
- a. Two distribution pumps and motor (\$8,674.70);
 - b. Two VFD (230/1 input) (\$11,566.27);

- c. One recirculation pump (UPS15-35) (\$963.86);
 - d. One pressure tank (GP-V250) (\$813.25);
 - e. One chlorine feed system (Hach CLF10sc w/sc200) (\$10,240.96) (may not be necessary depending upon sufficiency of current equipment);
 - f. One (backup) turbidity meter (Hach 1720E) (\$2,409.64) ;
 - g. One emergency shower w/ eyewash (in addition to PWTP eyewash station listed above) (\$2,409.64);
 - h. Four Jumbo housing and filters (\$12,048.19)
 - i. Three UV Pure Hallet 30-75 1" (\$14,457.83);
 - j. 1,500 HDPE SDR11 4" (\$7,662.65);
 - k. 4,000 HDPE SDR11 2" (\$5,783.13);
 - l. 750 HDPE SDR11 1.5" (\$929.76); and
 - m. One Liberty sump package D3648LSG202A (\$843.37).
4. Respecting the WWTP, the willow farm and irrigation system components are complete, and the settling tank and effluent pump systems ("STEP systems") required in order to connect new homes in the Tanglewood subdivision (not required for connections to existing Copper Sands mobile homes) will be paid for out of the sale proceeds of Tanglewood homes. The items of equipment which remain to be purchased with respect to the WWTP, and the total estimated costs of those items, are as follows:
- a. 2" sch40 PVC (600 ft + 400 ft) (\$1,855.42);
 - b. Two K-Rain 5 zones valve (\$361.45);
 - c. Miscellaneous (\$6,024.10);
 - d. Two Field Instruments (Seametrics PE202 075 flowmeters) (\$4,216.87);
 - e. Seven pumps (Orenco pods) (\$14,759.04);
 - f. Three 24000 USgal fibreglass septic tank (FRP id. All accessories) (\$229,518.07)
 - g. Six Orenco AX100 tanks (estimated remaining net cost \$202,409.64);

- h. One 6000 USgal fibreglass septic tank (FRP id. All accessories) (\$18,072.29);
 - i. Thirty pieces of 24" ultra rib and insulation (\$1,807.23);
 - j. 2" DR17 pipe (\$7,042.17); and
 - k. Six Anti-Floats (2200 lb each) (\$877.47).
5. There are also a number of items of equipment and hard and soft costs which were not initially budgeted for but have nonetheless been required in order to move toward completion of the utilities. A significant proportion of these costs are due to the resistance faced from the R.M. of Edenwold No. 158 to the Tanglewood expansion. A sample (and it is only a sample, as there are several other items not strictly accounted for here) of these costs are as follows:
- a. Playground installation (being installed this summer as part of ongoing community relations project) (~\$75,000.00);
 - b. Bobcat purchase (~\$53,000.00);
 - c. Dump truck purchase (\$19,950.00);
 - d. Hoe purchase (\$24,200.00);
 - e. Cement Equipment (\$8,405.25);
 - f. Unforeseen additional engineering costs (\$67,500.00);
 - g. Additional dozer work (\$15,361.50);
 - h. Culligan water to existing residents during trenching/hydro vac/winter maintenance and Well 1 overhaul (~\$56,000.00)
 - i. Water pumps, electricians, plumbers, and fuel costs for existing water system to bring up to new system connection standard due to line degradation issues due to severe winter weather (~\$87,000.00);
 - j. Directional drilling costs to Well #2 due to Natural Gas lines inhibiting budgeted trenching (\$20,855.63)
 - k. Gravel to fill excavation of well connector lines (\$5,233.80);
 - l. Plumbing fixtures and supplies (\$3,719.52);

- m. Freshwater Consulting regarding meeting with community planning and onsite consultation with residents (~\$21,000.00);
- n. Rental of portable diesel heater to unfreeze water lines for repair (\$4,131.75);
- o. Biotechnic (2nd engineer) revised Topographic Survey & Storm Water Management Report (~\$30,000.00);
- p. Dillon Engineering (3rd engineer) revised plot plans, Storm Water Survey as per R..M of Edenwold's requests during Development Permit application process (~\$26,000.00); and
- q. Extra legal costs in 2015-2016 (~\$67,000.00).

With regard to your second request, we are not sure what specific allegations you are referring to, and are not sure that a detailed exchange on this point is a good use of our respective clients' time and resources (not to mention professional costs).

With regard to your third request, in our respectful view there is nothing in paragraphs 18, 27, 58 or 59 (or any other provision) of the July 5, 2018 Amended And Restated Initial Order which contemplates a secured creditor being given the right to conduct an on-site inspection of the utilities. To the contrary, these paragraphs contemplate the Monitor being authorized and directed (in certain specific circumstances) to provide information to secured creditors in response to reasonable requests for same. Although we appreciate 7277's efforts to come up with a practical solution here, we do not believe having the secured creditor perform its own inspection is desirable at this point in time, and reiterate that if 7277 wishes an inspection to take place it should provide the funds necessary in order to have the Monitor do so.

We trust that the foregoing is satisfactory.

Sincerely,

MLT AIKINS LLP

Per: 

Jeffrey M. Lee, Q.C.

cc: MLT Aikins LLP, Attention: Paul Olfert
McDougall Gauley LLP, Attention: Ian Sutherland and Craig Frith
Deloitte Restructuring Inc., Attention: Brent Warga and John Fritz
Kanuka Thuringer LLP, Attention: Diana Lee, Q.C., Warren Sproule, and Alexander Shalashniy

Exhibit F – Actual vs. Forecast Cash Flows for the Period June 25, 2018 to August 26, 2018

COPPER SANDS LAND CORP. ("CSLC")
WILLOW RUSH LAND CORP. ("Willow Rush")
MDI UTILITY CORP.
JUL DEVELOPMENTS AND INVESTMENTS CORP. ("JUL")
MIDTAL DEVELOPMENTS AND INVESTMENTS CORP. ("MDI")
PRAIRIE COUNTRY HOMES LTD. ("PRAIRIE COUNTRY")
(Collectively the "COMPANIES")

9-Week Forecast to Actual Results

	Notes	Forecast Week 10 25-Jun-18 1-Jul-18	Actual Week 10 25-Jun-18 1-Jul-18	Forecast Week 11 2-Jul-18 8-Jul-18	Actual Week 11 2-Jul-18 8-Jul-18	Forecast Week 12 9-Jul-18 15-Jul-18	Actual Week 12 9-Jul-18 15-Jul-18	Forecast Week 13 16-Jul-18 22-Jul-18	Actual Week 13 16-Jul-18 22-Jul-18	Forecast Week 14 23-Jul-18 29-Jul-18	Actual Week 14 23-Jul-18 29-Jul-18	Forecast Week 15 30-Jul-18 5-Aug-18	Actual Week 15 30-Jul-18 5-Aug-18
Receipts													
CSLC monthly rent (existing CSLC tenants)	1	\$ 33,750	\$ 1,350	\$ 10,125	\$ 35,943	\$ 9,450	\$ -	\$ -	\$ 2,975	\$ -	\$ 575	\$ 33,750	\$ 32,850
CSLC monthly rent (Tanglewood expansion)	2	-	-	-	-	-	-	-	-	-	-	-	-
Other		-	-	-	-	-	-	-	-	-	-	-	-
Total Receipts		33,750	1,350	10,125	35,943	9,450	-	-	2,975	-	575	33,750	32,850
Disbursements													
CSLC Operating Costs													
Advertising	3	-	-	-	-	5,000	-	-	-	-	5,040	-	-
Bank Fees	4	100	70	25	30	25	-	25	21	25	70	100	-
Consulting costs	5	7,500	-	-	5,000	7,500	2,150	-	-	7,500	-	-	2,150
Land taxes	4	-	-	3,800	-	-	-	-	-	-	-	-	-
Marketing / meals and entertainment	4	-	-	150	-	-	-	150	-	-	-	150	-
Miscellaneous operating costs	4	500	1,325	-	-	500	807	-	1,276	500	1,700	-	391
Park operator license	4	-	-	-	-	100	-	-	-	-	-	-	-
Property taxes	6	5,000	-	-	-	-	-	-	-	-	-	5,000	-
Repairs and maintenance	7	-	900	-	-	1,500	500	-	1,425	-	1,140	-	-
SaskPower / SaskEnergy	8	1,500	-	-	-	-	-	-	1,098	-	-	1,500	4,057
Source deduction remittance	9	-	-	-	-	3,800	-	-	-	-	-	-	-
Street repair / road maintenance	10	447	-	-	-	-	-	-	-	-	-	447	-
Travel costs	11	-	-	1,500	-	-	-	-	-	-	-	1,500	-
Vehicle expenses	12	500	-	-	-	-	-	-	-	-	-	500	-
Wages	13	2,438	1,688	-	2,838	2,438	-	-	3,850	2,438	-	-	2,438
Waste disposal	4	1,455	-	-	-	-	-	-	-	-	-	1,455	-
Water tests	4	-	-	-	-	110	-	-	-	-	-	-	-
Well remediation	14	-	800	5,000	1,890	5,000	3,000	-	-	-	-	-	12,887
WSA permit	15	-	-	-	-	-	-	600	-	-	-	-	-
Contingency	16	1,500	-	-	-	1,500	-	-	-	1,500	-	-	-
Subtotal		20,940	4,783	10,475	9,758	27,473	6,457	775	7,670	11,963	7,950	10,652	21,923
Financing Costs and Professional Fees													
Debtor in possession (DIP) Costs	17	-	-	-	-	-	-	-	-	-	-	-	-
Professional fees	18	-	-	-	-	10,000	-	-	10,000	-	-	-	-
Subtotal		-	-	-	-	10,000	-	-	10,000	-	-	-	-
Total Disbursements		20,940	4,783	10,475	9,758	37,473	6,457	775	17,670	11,963	7,950	10,652	21,923
Net Cash Flows		12,810	(3,433)	(350)	26,185	(28,023)	(6,457)	(775)	(14,695)	(11,963)	(7,375)	23,098	10,927
Opening Cash (Balance per Bank)	19	5,812	5,812	18,622	2,380	18,272	28,564	(9,751)	22,107	(10,526)	7,413	(22,489)	38
Net Cash Flows		12,810	(3,433)	(350)	26,185	(28,023)	(6,457)	(775)	(14,695)	(11,963)	(7,375)	23,098	10,927
Closing Cash (Indebtedness)		\$ 18,622	\$ 2,380	\$ 18,272	\$ 28,564	\$ (9,751)	\$ 22,107	\$ (10,526)	\$ 7,413	\$ (22,489)	\$ 38	\$ 609	\$ 10,964

COPPER SANDS LAND CORP. ("CSLC")
WILLOW RUSH LAND CORP. ("Willow Rush")
MDI UTILITY CORP.
JLL DEVELOPMENTS AND INVESTMENTS CORP. ("JLL")
MIDTAL DEVELOPMENTS AND INVESTMENTS CORP. ("MDI")
PRAIRIE COUNTRY HOMES LTD. ("PRAIRIE COUNTRY")
(Collectively the "COMPANIES")

9-Week Forecast to Actual Results

	Notes	Forecast Week 16 6-Aug-18 12-Aug-18	Actual Week 16 6-Aug-18 12-Aug-18	Forecast Week 17 13-Aug-18 19-Aug-18	Actual Week 17 13-Aug-18 19-Aug-18	Forecast Week 18 20-Aug-18 26-Aug-18	Actual Week 18 20-Aug-18 26-Aug-18	Forecast Week 10 - 18 Cumulative Totals	Actual Week 10 - 18 Cumulative Totals	Variance
Receipts										
CSLC monthly rent (existing CSLC tenants)	1	\$ 10,125	\$ 5,675	\$ 9,450	\$ -	\$ -	\$ -	\$ 106,650	\$ 79,368	\$ (27,283)
CSLC monthly rent (Tanglewood expansion)	2	-	-	-	-	-	-	-	-	-
Other		-	-	-	-	-	-	-	-	-
Total Receipts		10,125	5,675	9,450	-	-	-	106,650	79,368	(27,283)
Disbursements										
CSLC Operating Costs										
Advertising	3	-	-	-	-	-	-	5,000	5,040	40
Bank Fees	4	25	-	25	-	25	-	375	190	(185)
Consulting costs	5	7,500	-	-	-	7,500	-	37,500	9,300	(28,200)
Land taxes	4	-	-	-	-	-	-	3,800	-	(3,800)
Marketing / meals and entertainment	4	-	-	150	500	-	-	600	500	(100)
Miscellaneous operating costs	4	500	-	-	-	500	-	2,500	5,500	3,000
Park operator license	4	-	-	-	-	100	-	200	-	(200)
Property taxes	6	-	-	-	-	-	-	10,000	-	(10,000)
Repairs and maintenance	7	-	-	1,500	-	-	2,272	3,000	6,237	3,237
SaskPower / SaskEnergy	8	-	-	-	-	-	-	3,000	5,155	2,155
Source deduction remittance	9	-	-	-	-	-	-	3,800	-	(3,800)
Street repair / road maintenance	10	-	-	-	-	-	-	894	-	(894)
Travel costs	11	-	-	-	-	-	-	3,000	-	(3,000)
Vehicle expenses	12	-	-	-	-	-	-	1,000	-	(1,000)
Wages	13	2,438	-	-	1,829	2,438	-	12,190	12,643	453
Waste disposal	4	-	-	-	-	-	-	2,910	-	(2,910)
Water tests	4	-	-	110	-	-	-	220	-	(220)
Well remediation	14	-	-	-	-	-	2,000	10,000	20,577	10,577
WSA permit	15	-	-	-	-	-	-	600	-	(600)
Contingency	16	1,500	-	-	-	1,500	-	7,500	-	(7,500)
Subtotal		11,963	-	1,785	2,329	12,063	4,272	108,089	65,142	(42,948)
Financing Costs and Professional Fees										
Debtor in possession (DIP) Costs	17	-	-	-	-	-	-	-	-	-
Professional fees	18	-	-	10,000	10,000	-	-	20,000	20,000	-
Subtotal		-	-	10,000	10,000	-	-	20,000	20,000	-
Total Disbursements		11,963	-	11,785	12,329	12,063	4,272	128,089	85,142	(42,948)
Net Cash Flows		(1,838)	5,675	(2,335)	(12,329)	(12,063)	(4,272)	(21,439)	(5,774)	15,665
Opening Cash (Balance per Bank)	19	609	10,964	(1,229)	16,639	(3,564)	4,310	5,812	5,812	
Net Cash Flows		(1,838)	5,675	(2,335)	(12,329)	(12,063)	(4,272)	(21,439)	(5,774)	
Closing Cash (Indebtedness)		\$ (1,229)	\$ 16,639	\$ (3,564)	\$ 4,310	\$ (15,627)	\$ 38	\$ (15,627)	\$ 38	

Notes and Assumptions

1	CSLC revenues are forecast based on 79 existing Copper Sands Mobile Home Park tenants paying lease fees of \$675 per month.
2	CSLC continues to work with the Rural Municipality of Edenwold to obtain approval of the development plan and subdivision for the CSLC Expansion (Tanglewood). As the timing of development is uncertain, no rental revenues have been included in the forecast.
3	Estimated costs associated with advertising the CCAA proceedings.
4	Operating costs are forecast based on the historical annualized operating costs for Copper Sands Mobile Home Park prorated monthly.
5	Forecast consulting costs for Ms. Midtdal and other third party external consultants associated with the CSLC Expansion (Tanglewood), development of the MDI Utility, and securing alternative financing.
6	Forecast property tax reserve account payments to be paid to the Monitor in accordance with the agreement with the secured lenders to commence July 1, 2018.
7	Forecast based on actual repairs and maintenance costs incurred for the period January 15, 2018 to June 24, 2018.
8	Forecast electricity costs are based on annual costs associated with five (5) accounts prorated monthly.
9	Estimated quarterly remittance of payroll source deductions.
10	Forecast repairs and maintenance for the gravel roads and water testing are based on annualized costs prorated monthly.
11	Forecast based on actual travel costs incurred by Ms. Midtdal for the period January 15, 2018 to June 24, 2018.
12	Forecast vehicle costs are based on monthly fuel charges of \$500.
13	Wages are forecast based on the actual cost of the on-site resident manager at Copper Sands Mobile Home Park and a part-time maintenance/repair individual.
14	Given the dry conditions in the Copper Sands Mobile Home Park, the water table in the area is incredibly low and the Park's two wells are not recovering. Given the delays in accessing capital to finish the Utility Facility, the Applicants will have to incur costs to remediate the existing wells. The Applicants estimate that an additional \$10,000 may be needed to complete the remediation.
15	Water Security Agency (WSA) costs are based on historical costs.
16	Contingency reserve for unbudgeted costs.
17	Estimated fees and interest costs associated with the necessary DIP financing.
18	Given the limited operating capital available to the Applicants, professional fees will continue to accrue during the extension period and only limited professional fees are expected to be paid. Professional fee arrears owing as at June 24, 2018 in the approximate amount of \$525,000 (i.e. approximately \$125,000 for the Monitor, \$100,000 for the Monitor's legal counsel, and \$300,000 for the Applicants' legal counsel) have not been included in the forecast.
19	Opening cash balance as at June 25, 2018.

Exhibit G – Updated Cash Flow Statement for the Period August 27, 2018 to October 21, 2018

COPPER SANDS LAND CORP. ("CSLC")
WILLOW RUSH LAND CORP. ("Willow Rush")
MDI UTILITY CORP.
JJL DEVELOPMENTS AND INVESTMENTS CORP. ("JJL")
MIDTAL DEVELOPMENTS AND INVESTMENTS CORP. ("MDI")
PRAIRIE COUNTRY HOMES LTD. ("PRAIRIE COUNTRY")
(Collectively the "COMPANIES")

8-Week Cash Flow Projection

	Notes	Forecast Week 1 27-Aug-18 2-Sep-18	Forecast Week 2 3-Sep-18 9-Sep-18	Forecast Week 3 10-Sep-18 16-Sep-18	Forecast Week 4 17-Sep-18 23-Sep-18	Forecast Week 5 24-Sep-18 30-Sep-18	Forecast Week 6 1-Oct-18 7-Oct-18	Forecast Week 7 8-Oct-18 14-Oct-18	Forecast Week 8 15-Oct-18 21-Oct-18	Forecast Week 1 - 8 Cumulative Totals
Receipts										
CSLC monthly rent (existing CSLC tenants)	1	\$ -	\$ 33,750	\$ 10,125	\$ 9,450	\$ -	\$ -	\$ 33,750	\$ 10,125	\$ 97,200
CSLC monthly rent (Tanglewood expansion)	2	-	-	-	-	-	-	-	-	-
Other		-	-	-	-	-	-	-	-	-
Total Receipts		-	33,750	10,125	9,450	-	-	33,750	10,125	97,200
Disbursements										
CSLC Operating Costs										
Bank Fees	3	25	25	25	25	25	25	25	25	200
Consulting costs	4	-	5,000	-	5,000	-	5,000	-	5,000	20,000
Land taxes	3	3,800	-	-	-	-	-	-	-	3,800
Marketing / meals and entertainment	3	150	-	150	-	150	-	150	-	600
Miscellaneous operating costs	3	-	500	-	500	-	500	-	500	2,000
Park operator license	3	-	-	-	-	-	-	-	-	-
Property taxes	5	-	5,000	-	-	-	5,000	-	-	10,000
Repairs and maintenance	6	-	-	1,500	-	-	-	1,500	-	3,000
SaskPower / SaskEnergy	7	-	1,500	-	-	-	1,500	-	-	3,000
Source deduction remittance	8	-	-	-	-	-	-	-	3,800	3,800
Street repair / road maintenance	3	-	447	-	-	-	447	-	-	894
Travel costs	9	-	1,500	-	-	-	1,500	-	-	3,000
Vehicle expenses	10	-	500	-	-	-	500	-	-	1,000
Wages	11	-	2,438	-	2,438	-	2,438	-	2,438	9,752
Waste disposal	3	-	1,455	-	-	-	1,455	-	-	2,910
Water tests	3	-	-	110	-	-	-	110	-	220
Well remediation	12	2,500	-	2,500	-	-	-	-	-	5,000
WSA permit	13	-	-	-	-	600	-	-	-	600
Contingency	14	-	1,500	-	1,500	-	1,500	-	1,500	6,000
Subtotal		6,475	19,865	4,285	9,463	775	19,865	1,785	13,263	75,776
Financing Costs and Professional Fees										
Professional fees	15	-	-	10,000	-	-	-	-	10,000	20,000
Subtotal		-	-	10,000	-	-	-	-	10,000	20,000
Total Disbursements		6,475	19,865	14,285	9,463	775	19,865	1,785	23,263	95,776
Net Cash Flows		(6,475)	13,885	(4,160)	(13)	(775)	(19,865)	31,965	(13,138)	1,424
Opening Cash (Balance per Bank)	16	38	(6,437)	7,448	3,288	3,275	2,500	(17,365)	14,600	38
Net Cash Flows		(6,475)	13,885	(4,160)	(13)	(775)	(19,865)	31,965	(13,138)	1,424
Closing Cash (Indebtedness)		\$ (6,437)	\$ 7,448	\$ 3,288	\$ 3,275	\$ 2,500	\$ (17,365)	\$ 14,600	\$ 1,462	\$ 1,462

Notes and Assumptions

1	CSLC revenues are forecast based on 79 existing Copper Sands Mobile Home Park tenants paying lease fees of \$675 per month
2	CSLC continues to work with the Rural Municipality of Edenwold to obtain approval of the development plan and subdivision for the CSLC Expansion (Tanglewood). As the timing of development is uncertain, no rental revenues have been included in the forecast.
3	Operating costs are forecast based on the historical annualized operating costs for Copper Sands Mobile Home Park prorated monthly.
4	Forecast consulting costs for Ms. Midtdal and other third party external consultants associated with the CSLC Expansion (Tanglewood), development of the MDI Utility, and securing alternative financing.
5	Forecast property tax reserve account payments to be paid to the Monitor in accordance with the Amended and Restated Initial Order
6	Forecast based on actual repairs and maintenance costs incurred for the period January 15, 2018 to August 26, 2018.
7	Forecast utility costs are based on annual costs associated with five (5) accounts prorated monthly.
8	Estimated quarterly remittance of payroll source deductions.
9	Forecast based on actual travel costs incurred by Ms. Midtdal for the period January 15, 2018 to August 26, 2018.
10	Forecast vehicle costs are based on monthly fuel charges of \$500.
11	Wages are forecast based on the actual cost of the on-site resident manager at Copper Sands Mobile Home Park and a part-time maintenance/repair individual.
12	Given the dry conditions in the Copper Sands Mobile Home Park, the water table in the area is incredibly low and the Park's two wells are not recovering. Given the delays in accessing capital to finish the Utility Facility, the Applicants will have to incur costs to remediate the existing wells.
13	Water Security Agency (WSA) costs are based on historical costs.
14	Contingency reserve for unbudgeted costs.
15	Given the limited operating capital available to the Applicants, professional fees will continue to accrue during the forecast period with limited professional fees expected to be paid. Professional fee arrears (as disclosed in the Second Report) in the approximate amount of \$525,000 (i.e. approximately \$125,000 for the Monitor, \$100,000 for the Monitor's legal counsel, and \$300,000 for the Applicants' legal counsel) have not been included in the forecast.
16	Opening cash balance as at August 27, 2018.