

COURT FILE NUMBER 643 of 2016

COURT QUEEN'S BENCH FOR SASKATCHEWAN
 IN BANKRUPTCY AND INSOLVENCY

JUDICIAL CENTRE SASKATOON

APPLICANTS 101133330 SASKATCHEWAN LTD. and
 101149825 SASKATCHEWAN LTD.

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

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT
OF 101133330 SASKATCHEWAN LTD. and 101149825 SASKATCHEWAN LTD.

ORDER (Ninth Extension, Sale Approval, Vesting, and Distribution Order)

BEFORE THE HONOURABLE) FRIDAY, THE 26th DAY
MR. JUSTICE G.A. MESCHISHNICK) OF APRIL, 2019
IN CHAMBERS)

ON THE APPLICATION of counsel for the applicants, 101133330 Saskatchewan Ltd. ("33330") and 101149825 Saskatchewan Ltd ("825") (collectively, the "Applicants"), and upon hearing from counsel for the Applicants and counsel for Deloitte Restructuring Inc., in its capacity as the court-appointed monitor in these proceedings (the "Monitor"), and upon having read the Notice of Application, Twelfth Supplementary Affidavit of John Orr sworn April 23, 2019, the Eleventh Report of the Monitor dated April 23, 2019 (the "Eleventh Report") and the Confidential Supplement to the Eleventh Report dated April 23, 2019 (the "Confidential Supplement"), proof of compliance with General Application Practice Directive #3, brief of law, and draft order, all filed; and the pleadings and proceedings herein:

The Court orders:

GENERAL

1. Capitalized terms not otherwise defined in this Order shall have the meanings given to them in the Order of the Honourable Justice N.G. Gabrielson dated May 20, 2016 (the "Initial Order") and the DIP Facility Order dated May 20, 2016, as well as the Orders of the Honourable Justice G.A. Meschishnick dated:
 - (a) June 13, 2016, August 17, 2016, and December 22, 2016;
 - (b) May 31, 2017 and December 20, 2017;

(c) June 1, 2018 and August 30, 2018; and

(d) February 22, 2019.

(All orders following the Initial Order are hereafter sometimes referred to collectively as the “**Subsequent Orders.**”)

SERVICE

2. Service of the Notice of Application and all other materials filed in support of this application on all parties listed in the Service List established in these proceedings (a current copy of which is attached as **Schedule “A”** hereto) shall be and is hereby deemed good, valid, timely, and sufficient.

EXTENSION OF THE INITIAL ORDER

3. The Initial Order, including the stay of proceedings provided for therein, as further extended by the Subsequent Orders, is confirmed and extended and shall continue to apply in accordance with its terms and conditions, except as amended by this and any other Order of this Court, until 11:59 p.m. on Friday, May 31, 2019.

APPROVAL OF THE TRANSACTION

4. The sale transaction (the “**Transaction**”) respecting the property of 33330 (the “**Purchased Assets**”) more particularly described in the asset purchase agreement (the “**Agreement**”) between 33330, Pinnacle Developments Inc. (the “**Purchaser**”), and the Monitor, a copy of which is attached to the Confidential Supplement, is declared to be commercially reasonable and in the best interests of the Applicants and their stakeholders, and is hereby authorized and approved, with such minor amendments as 33330 and the Monitor may deem necessary.
5. 33330 and the Monitor are hereby authorized and directed to complete the Transaction in accordance with the Agreement (subject to such amendments as 33330 and the Purchaser may agree upon provided that any such amendments do not materially affect the purchase price), and to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction or for the conveyance of the Purchased Assets to the Purchaser.

VESTING OF THE PROPERTY

6. Upon the Monitor determining that the Transaction has closed to its satisfaction and on terms substantially as approved by this Honourable Court pursuant to this Order, the Monitor shall deliver to the Purchaser (or its nominee) a Monitor’s certificate substantially in the form set out in **Schedule “B”** hereto (the “**Monitor’s Certificate**”). The Monitor may rely on written notices from 33330

and the Purchaser regarding fulfillment or, if applicable, waiver of conditions to the closing of the Transaction in determining whether the Transaction has closed and shall have no liability with respect to the delivery of the Monitor's Certificate.

7. Upon delivery of the Monitor's Certificate, all of 33330's right, title, and interest in and to the Purchased Assets described in the Agreement and listed in **Schedule "C"** hereto shall, save and except for the encumbrances listed in **Schedule "D"** of this Order (the "**Permitted Encumbrances**"), vest absolutely in the name of the Purchaser (or its nominee) free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, caveats, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, judgments, enforcement charges, executions, levies, distress, charges, or other financial or monetary claims (collectively, the "**Encumbrances**"), and all rights of others, whether or not they have attached or been perfected, registered, or filed and whether secured, unsecured, or otherwise (collectively, the "**Claims**"), including, without limiting the generality of the foregoing:
 - (a) any encumbrances or charges created by the Initial Order or the Subsequent Orders;
 - (b) all charges, security interests or claims evidenced by registrations pursuant to *The Personal Property Security Act, 1993* SS 1993, c P-6.2, or any other personal property registry system; and
 - (c) those Claims listed in Schedule "E" hereto;

and for greater certainty, this Court orders that all of the Encumbrances (save and except for the Permitted Encumbrances) and Claims affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

8. Pursuant to section 109 of *The Land Titles Act, 2000*, SS 2000, c L-5.1 and section 12 of *The Queen's Bench Act, 1998*, SS 1998, c Q-1.01, the Saskatchewan Registrar of Titles shall be and is hereby directed to accept an application (the "**Land Titles Application**") to vest in and to transfer to the Purchaser, or its nominee, the existing title to the real property legally described as:

Surface Parcel #164659517
Reference Land Description: Blk/Par A Plan No 75R32425, Extension 3
As shown on Plan 102009237

Surface Parcel #153232691
Reference Land Description: Blk/Par E Plan No 75R32425, Extension 1
As shown on Plan 101830216

Surface Parcel #109733946
Reference Land Description: Lot 7Blk/Par 28 Plan No 59R20949,
Extension 0

As described on Certificate of Title 59R20949

Surface Parcel #161594129

Reference Land Description: Lot 9 Blk/Par 28 Plan No 101889344
Extension 0

(collectively, the “**Real Property**”)

and to set up a new title to such Real Property in the name of the Purchaser, or its nominee, as owner free and clear of any and all Encumbrances, save and except for the Permitted Encumbrances listed in Schedule “D” of this Order. Any and all registration charges and fees payable in regard to the Land Titles Application shall be to the account of the Purchaser.

9. Concurrent with the delivery of the Monitor’s Certificate to the Purchaser (or its nominee), 33330 or its legal counsel shall file a certified copy of this Order with the Registrar of the Personal Property Registry (Saskatchewan). Upon 33330 or its legal counsel filing a certified copy of this Order and paying the applicable fees, the Registrar of the Personal Property Registry (Saskatchewan) shall and is hereby directed to cancel and discharge those Encumbrances described in **Schedule “E”** to this Order.
10. Pursuant to section 11.3 of the *Companies Creditors’ Arrangement Act*, RSC 1985, c C-36 (the “**CCAA**”), 33330’s rights and obligations under the following commercial lease agreements are hereby assigned to the Purchaser:
 - (a) University of Saskatchewan Lease Agreement dated June 14, 2012;
 - (b) Saskatchewan Telecommunications Lease Agreement dated December 19, 2011;
 - (c) Prometric Testing Centre Lease Agreement (undated);
 - (d) United Food Commercial Workers Local 1400 Lease Agreement dated March 11, 2011;
 - (e) Orr Centre Daycare Lease Agreement dated August 1, 2014;
 - (f) Trent Wotherspoon Lease Agreement dated January 14, 2013;
 - (g) Reiki Day Spa Lease Agreement dated August 1, 2012; and
 - (h) Fred Taylor Lease Agreement dated January 31, 2014.
11. For the purposes of determining the nature and priority of the Encumbrances or Claims, as the case may be:

- (a) the net proceeds from the sale of the Purchased Assets (the “**Net Sale Proceeds**”) shall stand in the place of the Purchased Assets, and
 - (b) from and after the delivery of the Monitor’s Certificate to the Purchaser, all Claims and Encumbrances and all rights of others shall attach to the Net Sale Proceeds with the same priority (if any) as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the closing of the Transaction.
- 12. Upon the completion of the Transaction:
 - (a) the Purchaser (and its nominee, if any) shall, by virtue of the completion of the Transaction, have no liability of any kind whatsoever in respect of any Claims or Encumbrances (other than the Permitted Encumbrances) against 33330 or the Purchased Assets; and
 - (b) the holders of the Encumbrances shall have no claim whatsoever against 33330 or the Monitor.
- 13. 33330 and all persons who claim by, through, or under 33330 in respect of the Purchased Assets, save and except for the persons entitled to the benefit of the Permitted Encumbrances, shall stand absolutely barred and foreclosed from all estate, right, title, interest, royalty, rental, and equity of redemption of the Purchased Assets and, to the extent that any such persons remains in possession or control of any of the Purchased Assets, they shall forthwith deliver possession thereof to the Purchaser (or its nominee).
- 14. The Purchaser (or its nominee) shall be entitled to enter into and upon, hold, and enjoy the Purchased Assets for its own use and benefit without any interference of or by 33330, or any person claiming by, through, or against 33330.
- 15. Immediately after the closing of the Transaction, the holders of the Permitted Encumbrances shall have no claim whatsoever against the Monitor or 33330.
- 16. Forthwith after the delivery of the Monitor's Certificate to the Purchaser (or its nominee), the Monitor shall file a copy of the Monitor's Certificate with the Court, and shall serve a copy of the Monitor's Certificate on the recipients listed in the Service List maintained with respect to these proceedings.
- 17. Notwithstanding:
 - (a) the pendency of these proceedings;

- (b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3 (the “**BIA**”) in respect of 33330 and any bankruptcy order issued pursuant to any such applications;
- (c) any assignment in bankruptcy made in respect of 33330; and
- (d) the provisions of any federal statute, provincial statute or any other law or rule of equity,

the vesting of the Purchased Assets in the Purchaser (or its nominee) pursuant to this Order and the obligations of 33330 under the Agreement shall be binding on any trustee in bankruptcy that may be appointed in respect of 33330 and shall not be void or voidable by creditors of 33330, nor shall it constitute nor be deemed to be a settlement, fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the BIA or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

- 18. The Transaction is exempt from any requirement under any applicable federal or provincial law to obtain shareholder approval and is exempt from the application of any bulk sales legislation in any Canadian province or territory.
- 19. 33330, the Monitor, the Purchaser (or its nominee), and any other interested party shall be at liberty to apply for further advice, assistance, and directions as may be necessary in order to give full force and effect to the terms of this Order and to assist and aid the parties in closing the Transaction, including, without limitation, an application to the Court to deal with interests which are registered against title to the Real Property after the time of the application for, or the granting of, this Order.

APPROVAL OF DISTRIBUTIONS

- 20. The Monitor is authorized and directed to deal with the Net Sale Proceeds as follows:
 - (a) the Monitor shall maintain a residual holdback of \$285,000.00 (the “**Residual Holdback**”) in full and final satisfaction of the Administration Charge to be applied to:
 - (i) any outstanding professional fees and disbursements of the Monitor, the Monitor’s legal counsel, MLT Aikins LLP, and the Applicant’s legal counsel, McDougall Gauley LLP, as of the date of this Order; and

- (ii) such further fees and disbursements as may be incurred in the performance of such incidental duties by the Monitor, MLT Aikins LLP, or McDougall Gauley LLP (on behalf of the Applicants) as may be required to complete the administration of these proceedings and apply for the Monitor's discharge;
- (b) in addition to the Residual Holdback, the Monitor shall maintain a hold back of \$2,000.00 from the Net Proceeds in respect of the claim of 33330's former employee, Mervin Armstrong, pursuant to ss. 6(5)(a) of the CCAA, pending further Order of the Court;
- (c) from the remaining balance of the Net Sale Proceeds, the Monitor is hereby authorized and directed to make the following distributions:
 - (i) to the City of Regina, the amount of \$17,020.70 in respect of outstanding property taxes for the Real Property;
 - (ii) to Canada Revenue Agency, the amount of \$86,706.85 in respect of 33330's unpaid employee source deduction arrears;
 - (iii) to Affinity Credit Union 2013 ("**Affinity**"):
 - A. the amount of \$2,351,448.00 to be credited to the amounts outstanding under DIP Facility #6; and
 - B. after making the payments described above in paragraphs 17(a), 17(b)(i), 17(b)(ii), and 17(b)(iii)(A) hereof, the Monitor shall pay the remainder of the Net Sale Proceeds to Affinity on account of the additional amounts owing by 33330 to Affinity, which amounts were formerly secured by Affinity's first mortgage and assignment of leases and rents in respect of the Purchased Assets.

APPROVAL OF THE REPORTS AND ACTIVITIES OF THE MONITOR

21. The Eleventh Report of the Monitor and the conduct and activities of the Monitor described therein are hereby approved.

APPROVAL OF THE FEES AND DISBURSEMENTS OF THE MONITOR AND ITS LEGAL COUNSEL

22. The fees and disbursements of the Monitor for the period of February 5, 2019 to April 2, 2019 and those of its legal counsel, MLT Aikins LLP, for the period of February 2, 2019 to March 27, 2019, as more particularly described in the Eleventh Report of the Monitor, are hereby approved.

SEALING OF THE CONFIDENTIAL DOCUMENTS

23. The Confidential Supplement, including the exhibits thereto (collectively, the “**Confidential Documents**”), 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 except by the Honourable Mr. Justice G.A. Meschishnick until:
- (a) further order of the Court;
 - (b) the filing of the Monitor’s Certificate; or
 - (c) the Applicants or Monitor providing written notice to the Court that the Transaction is unable to close.

MISCELLANEOUS MATTERS

24. The issue of the allocation of the remaining amounts owing by 33330 to Affinity pursuant to DIP Facility #6 amongst the remaining assets of 33330 and 825 shall be adjourned *sine die* to be brought back before the Court for determination on a future application.
25. This Court hereby requests the aid and recognition of any court, tribunal, regulatory, or administrative body having jurisdiction in Canada to give effect to this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Monitor and its agents in carrying out the terms of this Order.

ISSUED at the City of Saskatoon, in the Province of Saskatchewan, this 26th day of April, 2019.


DEPUTY LOCAL REGISTRAR

This Order was delivered by:

Name of firm:	McDougall Gauley LLP
Name of lawyer in charge of file:	Ian A. Sutherland / Craig Frith
Address of legal firm:	500-616 Main Street Saskatoon, SK S7H 0J6
Telephone number:	(306) 665-5417
Fax number:	(306) 652-1323
Email address:	<u>isutherland@mcdougallgauley.com</u> <u>cfrith@mcdougallgauley.com</u>

TO: ALL PARTIES ON THE ATTACHED SERVICE LIST

SCHEDULE "A" – SERVICE LIST

PARTY	COUNSEL
<p>101133330 Saskatchewan Ltd. and 101149825 Saskatchewan Ltd.</p>	<p><u>Attention: Ian Sutherland</u> McDougall Gauley LLP 500 – 616 Main Street Saskatoon, SK S7H 0J6 Phone: (306) 665-5417 FAX: (306) 664-4431 Email: isutherland@mcdougallgauley.com</p> <p><u>Attention: Craig Frith</u> McDougall Gauley LLP 500 – 616 Main Street Saskatoon, SK S7H 0J6 Phone: (306) 665-5432 FAX: (306) 664-4431 Email: cfrith@mcdougallgauley.com</p>
<p>Firm Capital Corp.</p>	<p><u>Attention: David Gerecke</u> Miller Thomson LLP 300, 15 – 23rd Street East Saskatoon, SK S7K 0H6 Phone: (306) 667-5615 FAX: (306) 652-1586 Email: dgerecke@millerthomson.com</p>
<p>Deloitte Restructuring Inc.</p>	<p><u>Attention: Jeff Lee, Q.C.</u> MacPerson Leslie & Tyerman LLP 1500, 410 – 22nd Street East Saskatoon, SK S7K 5T6 Phone: (306) 975-7136 FAX: (306) 975-7145 Email: jmlee@mlt.com Email: polfert@mlt.com</p>
<p>Deloitte Restructuring Inc.</p>	<p><u>Attention: Brent Warga</u> 2300 - 360 Main Street Winnipeg, MB R3C 3Z3 Phone: (204) 944-3611 FAX: (204) 947-2689 Email: bwarga@deloitte.ca</p> <p><u>Attention: John R. Fritz</u> 2300 - 360 Main Street Winnipeg, MB R3C 3Z3 Phone: (204) 944-3611</p>

	<p>FAX: (204) 947-2689 Email: jofritz@deloitte.ca</p>
Atlantic (HS) Financial Corporation	<p><u>Attention: Frank Pa</u> 211 – 80 Acadia Ave Markham, ON L3R 9V1 Phone: (905) 940-2783 Email: frankpa@atlfm.com</p>
Affinity Credit Union	<p><u>Attention: Randall M. Sandbeck, Q.C.</u> 1000 – 2002 Victoria Avenue Regina, SK S4P 0R7 Phone: (306) 347-2105 FAX: (306) 352-0771 Email: rsandbeck@owzw.com <u>Attention: Shelley Joyce</u> Phone: (306) 347-2109 Email: sjoyce@owzw.com</p>
SaskPower	<p><u>Attention: Anne Laliberte</u> Phone: 1-888-757-6937 (option 1,1,4&5) FAX: (306) 566-2430 Email: estatesandinsolvencies@saskpower.com</p>
SaskEnergy	<p><u>Attention: Florence Goertz</u> 900 – 1777 Victoria Avenue Regina, SK S4P 4K5 Phone: (306) 777-9321 FAX: (306) 777-9223 Email: collections@saskenergy.com Email: FGoertz@saskenergy.com</p>
Cobra Mortgage Services Ltd.	<p><u>Attention: Eric Johnson</u> c/o Miller Thomson LLP 600, 2103 11th Avenue, Regina, Saskatchewan S4P 3Z8 Phone: (306)-347-8337 Fax (306)-347-8350 Email: ejohnson@millerthomson.com</p>

Canadian Western Trust Company	<p><u>Attention: M. Kim Anderson, Q.C.</u> Robertson Stromberg LLP Suite 600, 105 – 21st Street East Saskatoon, Saskatchewan S7K 0B3 Email: mk.anderson@rslaw.com</p>
City of Regina	<p><u>Attention: James McLellan</u> City of Regina 2476 Victoria Avenue PO Box 1790 Regina, Saskatchewan S4P 3L8 Email: jmclellan@regina.ca</p>
Atlas Sanitary Sewer Services	<p><u>Attention: Joy White</u> 2333 6th Avenue Regina, Saskatchewan S4R 1B4 Email: joy.atlas@sasktel.net</p>
Prairie Meats	<p><u>Attention: Darrell Dean</u> 2450 Dudley Street Saskatoon, Saskatchewan S7M 5S9 Email: deanda@prairiemeats.ca</p>
Pro AV – Professional Audio Visual Ltd.	<p><u>Attention: Richard Kowalyk</u> 1370 Cornwall Street Regina, Saskatchewan S4R 2HS Email: info@proavltd.com</p>
GV Audio Inc.	<p><u>Attention: Derek Gould</u> 1355 Scarth Street Regina, Saskatchewan S4R 2E7 Email: derekg@gvaudio.ca</p>
D-Code Engineering Ltd.	<p><u>Attention: Lara DeRosier</u> 306 Dore Way Saskatoon, Saskatchewan S7K 4Y2 Email: dcodeengineering@sasktel.net</p>
SaskTel	<p><u>Attention: F. Pelletier</u> 12th Floor, 2121 Saskatchewan Drive Regina, Saskatchewan S4P 3Y2 Facsimile: 877-790-0011 Email: arm.mailbox@sasktel.com</p>

Blue Chip Leasing Corporation	<p><u>Attention: Juanita Gaona</u> Unit 16 - 156 Duncan Mill Road Toronto, Ontario M3B 3N2 Email: juanita@bluechipleasing.com</p>
Western Litho Printers	<p><u>Attention: Terry Leigh</u> 300 Dewdney Avenue Regina, Saskatchewan S4N 0E3 Email: terry@westernlitho.ca</p>
A-1 Rent Alls	<p><u>Attention: Deborah Wright</u> 1270 Halifax Street Regina, Saskatchewan S4R 1T8 Email: debbie@rent1.net</p>
Momentum HVAC Services	<p><u>Attention: Mikolay A. Cupial</u> Kanuka Thuringer LLP 2500 Victoria Ave., Suite 1400 North Canadian Oils Bldg. Regina, Saskatchewan S4P 3X2 Email: mcupial@ktllp.ca</p> <p>Momentum HVAC Services 1411 1st Avenue Regina, Saskatchewan S4R 3T8</p>
Darlene Hanis	<p>Box 446 Esterhazy, Saskatchewan S0A 0X0 Email: dhanis1976@gmail.com</p>
Firm Capital Mortgage Fund Inc.	<p><u>Attention: Jonathan Mair</u> 103 Cartwright Avenue Toronto, Ontario M2P 1A2 Email: jmair@firmcapital.com</p>
University of Saskatchewan	<p><u>Attention: Nicole Rozon</u> E287 – 105 Administration Place Saskatoon, Saskatchewan S7N 5A2 Email: nicole.rozon@usask.ca</p>
We An-ser Communications Group	<p><u>Attention: Jennifer Harkes</u> Box 32058 Regina, Saskatchewan S4N 7L2 Email: accounting@wean-ser.com</p>

Saskatchewan Association of Licensed Practical Nurses	<p><u>Attention: Lynsay Nair</u> 700 – A, 4400 – 4th Avenue Regina, Saskatchewan S4T 0H8 Email: lnair@salpn.com</p>
Saskatchewan Workers Compensation Board	<p><u>Attention: Dean Marcia</u> 200 – 1881 Scarth Street Regina, Saskatchewan S4P 4L1 Email: dmarcia@wcbsask.com</p>
Access Communications	<p><u>Attention: Laurie Nickel</u> 2250 Park Street Regina, Saskatchewan S4N 7K7 Email: laurie.nickel@myaccess.coop</p>
Dale Anderson	<p><u>Attention: Michelle M. Tobin</u> c/o W Law Group LLP Suite 300, 110 – 21st Street East Saskatoon, Saskatchewan S7K 0B6 Email: mtobin@wlawgroup.com</p>
Myron Derow	<p><u>Attention: Michelle M. Tobin</u> c/o W Law Group LLP Suite 300, 110 – 21st Street East Saskatoon, Saskatchewan S7K 0B6 Email: mtobin@wlawgroup.com</p>
Brunsdon Lawrek and Associates	<p><u>Attention: Kimberly Maber</u> 301 20th Street West Saskatoon, Saskatchewan S7M 0X1 Email: kimberlymaber@brunsdonlawrek.com</p>
Able Contracting Ltd.	<p><u>Attention: George Hounjet</u> 1908 14th Street East Saskatoon, Saskatchewan S7H 0B1 Email: georgehounjet@hotmail.com</p>
Saskatchewan Employment Standards	<p><u>Attention: Robin Brockett</u> 300 – 1870 Albert Street Regina, Saskatchewan S4P FW1 Facsimile: 306-798-8001 Email: robin.brockett@gov.sk.ca</p>

Ministry of Finance	<u>Attention: Kelly Beatch</u> 2350 Albert Street Regina, Saskatchewan S4P 4A6 Email: kelly.beatch@gov.sk.ca
Counsel for Canada Revenue Agency	<u>Attention: Timothy Doyle</u> 301- 310 Broadway Winnipeg, Manitoba R3C 0S6 Email: timothy.doyle@justice.gc.ca gina.ciavaglia@justice.gc.ca
Racquetball Canada	<u>Attention: Darrell Davis</u> c/o 2102 Janzen Crescent Regina, Saskatchewan S4V 2J2 Email: darddavis@hotmail.com
Stuart Olson Inc.	<u>Attention: Kevin Barr</u> Borden Ladner Gervais LLP 1900, 520 3 rd Avenue SW Calgary, Alberta Email: kbarr@blg.com
Regina Racquet and Recreation	<u>Attention: RA Richardson</u> c/o 23 Labauch Avenue Regina, Saskatchewan S4S 6C3 Email: reginaracquetrec@gmail.com
Kandace Monastyrski	5505 4 th Avenue Regina, Saskatchewan S4T 0K1 kandace.f.1986@gmail.com
Able Contracting Ltd.	<u>Attention: George Hounjet</u> 1908 14 th Street East Saskatoon, Saskatchewan S7H 0B1 Email: georgehounjet@hotmail.com
William Weik	<u>Box 414</u> <u>Craven, Saskatchewan S0G 0W0</u> Email: apexfirewill@gmail.com
Saskatchewan Employment Standards	<u>Attention: Jas McConnell</u> 1870 Albert Street, 3 rd Floor Regina, Saskatchewan S4P 4W1 Jas.Mcconnell@gov.sk.ca

Pinnacle Developments Inc.	<p><u>Attention: Muir Barber</u> #201 – 1055 Park Street Regina, Saskatchewan S7K 7E6 Email: mbarber@pinnacledevelopments.ca</p> <p><u>Attention: Kirsten J. Remarchuk</u> Email: kremarchuk@shtb-law.com</p>
United Food Commercial Workers Local 1400	<p><u>Attention: Lynn Ganyo</u> Email: lynn@ufcw1400.ca</p>
InTouch Career College Prometric Testing Centre Orr Centre Day Care	<p><u>Attention: May Thiessen</u> Email: mthiessen@intouchcareercollege.com</p>
Trent Wotherspoon, MLA	<p><u>Attention: Jennifer</u> Email: reginarosemont@ndpcaucus.sk.ca</p>
Fred Taylor c/o Colliers International	<p><u>Attention: Melissa Drozduik</u> 200 2505 11th Ave Regina SK S4P 0K6 Phone: (306) 789-8300 Email: melissa.drozduik@colliers.com</p>
Reiki Day Spa	<p><u>Attention: Karen Louis</u> Phone: (306) 526-1126 Email: sunfritz@gmail.com</p>

SCHEDULE "B" – MONITOR'S CERTIFICATE

COURT FILE NUMBER 643 of 2016

COURT QUEEN'S BENCH FOR SASKATCHEWAN
 IN BANKRUPTCY AND INSOLVENCY

JUDICIAL CENTRE SASKATOON

APPLICANTS 101133330 SASKATCHEWAN LTD. and
 101149825 SASKATCHEWAN LTD.

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

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT
OF 101133330 SASKATCHEWAN LTD. and 101149825 SASKATCHEWAN LTD.

RECITALS

- A. 101133330 Saskatchewan Ltd. ("**33330**") and 101149825 Saskatchewan Ltd. (collectively, the "**Applicants**") sought and obtained protection from their creditors under the *Companies' Creditors Arrangement Act*, RSC 1985, c C-36 pursuant to the Initial Order of the Honourable Justice N.G. Gabrielson dated May 20, 2016 (the "**Initial Order**"). The Initial Order also appointed Deloitte Restructuring Inc. as the monitor (the "**Monitor**") of the Applicants.
- B. Pursuant to an Order of the Court dated April 26, 2019 (the "**Ninth Extension, Sale Approval, Vesting, and Distribution Order**") the Court approved the asset purchase agreement (the "**Agreement**") between 33330, Pinnacle Developments Inc. (the "**Purchaser**"), and the Monitor and provided for the vesting in the Purchaser of 33330's right, title, and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Monitor to the Court of a certificate confirming that the Transaction has closed to the Monitor's satisfaction.

THE MONITOR CERTIFIES the following:

1. The Transaction has closed to the Monitor's satisfaction.
2. This Certificate was delivered by the Monitor at __ [time] on _____
 [date].

DELOITTE RESTRUCTURING INC.

In its capacity as Monitor of 101133330 Saskatchewan Ltd. and 101149825 Saskatchewan Ltd.,
and not in its personal capacity

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

SCHEDULE "C" – THE PURCHASED ASSETS

1. The land and buildings located at the northwest corner of 4th Avenue and Lewvan Drive in the City of Regina, Saskatchewan and bearing the following legal description:
 - (a) Surface Parcel #164659517
Reference Land Description: Blk/Par A Plan No 75R32425, Extension 3
As shown on Plan 102009237
 - (b) Surface Parcel #153232691
Reference Land Description: Blk/Par E Plan No 75R32425, Extension 1
As shown on Plan 101830216
 - (c) Surface Parcel #109733946
Reference Land Description: Lot 7Blk/Par 28 Plan No 59R20949,
Extension 0
As described on Certificate of Title 59R20949
 - (d) Surface Parcel #161594129
Reference Land Description: Lot 9 Blk/Par 28 Plan No 101889344
Extension 0
2. The following commercial lease agreements:
 - (a) University of Saskatchewan Lease Agreement dated June 14, 2012;
 - (b) Saskatchewan Telecommunications Lease Agreement dated December 19, 2011;
 - (c) Prometric Testing Centre Lease Agreement (undated);
 - (d) United Food Commercial Workers Local 1400 Lease Agreement dated March 11, 2011;
 - (e) Orr Centre Daycare Lease Agreement dated August 1, 2014;
 - (f) INtouch Career College Lease Agreement dated June 3, 2016;
 - (g) Trent Wotherspoon Lease Agreement dated January 14, 2013;
 - (h) Reiki Day Spa Lease Agreement dated August 1, 2012; and
 - (i) Fred Taylor Lease Agreement dated January 31, 2014.

SCHEDULE "D" – THE PERMITTED ENCUMBRANCES

1. Surface Parcel #164659517, Blk/Par A Plan No 75R32425 Ext 3

Interest #159587476

CNV Easement

Value: N/A

Registered: 06 Oct 1975 02:05:42

Interest Registered Amendment Date: N/A

Interest Assignment Date: N/A

Interest Scheduled Expiry Date: N/A

Expiry Date: N/A

Blk A

Holder as Tenant in Common

Interest Share: ½

Interest Share #167263140

Holder: Saskatchewan Power Corporation

Saskatchewan, Canada

Client #: 100869880

Holder as Tenant in Common

Interest Share: ½

Interest Share #167263151

Holder: Saskatchewan Telecommunications

13th Floor, 2121 Saskatchewan Drive

Regina, Saskatchewan, Canada S4P 3Y2

Client #: 100006861

Interest Register #: 101278683

Converted Instrument #: 75R42330

Interest #159587487

CNV Easement

Value: N/A

Registered: 13 May 1977 02:08:41

Interest Register Amendment Date: N/A

Interest Assignment Date: N/A

Interest Scheduled Expiry Date: N/A

Expiry Date: N/A

Blk A

Holder: Saskatchewan Power Corporation

N/A

N/A, Saskatchewan, Canada

Client #: 100871063

Interest Register #: 101278694

Converted Instrument #: 77R20501

Interest #159587498

Easement Mutual (Dominant)
Value: N/A
Registered: 29 Jan 2009 11:03:58
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

Holder: The Current Dominant Tenement
N/A
n/a, Saskatchewan, Canada S4P 3V7
Client# 100009099

Interest Register #: 115187621

Interest #159587577
Miscellaneous Interest
Value: N/A
Registered: 05 Jun 2012 11:53:05
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

SaskTel claims an interest as lessee pursuant to a Lease Agreement in writing between SaskTel and 101133330 Saskatchewan Ltd. dated December 19, 2011.

Holder: Saskatchewan Telecommunications
13th Floor, 2121 Saskatchewan Drive
Regina, Saskatchewan, Canada S4P 3Y2
Client #: 100006861

Interest Register #: 118373834

Interest #159587667
Miscellaneous Interest
Value: N/A
Registered: 20 Jul 2012 10:28:31
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

Holder: University of Saskatchewan
C/o McKercher LLP 374 - 3rd Ave South
Saskatoon, SK, Canada S7K 1M5
Client #: 127666468
Interest Register #: 118491789

Interest #161610139
Power Corporation Act Easement (s.23)

Value: N/A
Registered: 22 Jan 2013 14:18:43
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

Holder: Saskatchewan Power Corporation
2025 Victoria Ave
Regina, SK, Canada S4P 0S1
Client #: 100307618

Interest Register #: 118926973

Interest #167162777

Saskatchewan Telecommunications Act Easement (s.20)
Value: N/A
Registered: 27 May 2014 10:17:51
Interest Registered Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

Holder: Saskatchewan Telecommunications
13th Floor, 2121 Saskatchewan Drive
Regina, Saskatchewan, Canada S4P 3Y2
Client #: 100006861

Interest Register #: 120001611
Feature #: 100247217

Interest #168655898

Power Corporation Act Easement (s.23)
Value: N/A
Registered: 11 Sep 2014 14:01:07
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

Holder: Saskatchewan Power Corporation
2025 Victoria Ave.
Regina, SK, Canada S4P 0S1
Client #: 100307618

Interest Register #: 120321739

2. Surface Parcel #153232691, Blk/Par E Plan No 75R32425 Ext 1

Interest #159587601

CNV Easement

Value: N/A
Registered: 06 Apr 1959 01:38:22
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

Holder: Saskatchewan Power Corporation
N/A
N/A, Saskatchewan, Canada
Client #: 100993844

Interest Register #: 101278672
Converted Instrument #: 59R02127

Interest #159587656

Miscellaneous Interest
Value: N/A
Registered: 20 Jul 2012 10:28:31
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

Holder: University of Saskatchewan
C/o McKercher LLP 374 - 3rd Ave South
Saskatoon, SK, Canada S7K 1M5
Client #: 127666468

Interest Register #: 118491789

Interest #161610128

Power Corporation Act Easement (s.23)
Value: N/A
Registered 22 Jan 2013 14:18:43
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

Holder: Saskatchewan Power Corporation
2025 Victoria Ave
Regina, SK, Canada S4P 0S1
Client #: 100307618

Interest Register #: 118926973

3. Surface Parcel #109733946, Lot 7Blk/Par 28 Plan No 59R20949 Ext 0

Interest #159587386

CNV Easement

Value: N/A
Registered: 06 Apr 1959 01:38:22
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

As to lots 1-7 Block 28
Holder: The City of Regina
N/A
N/A, Saskatchewan, Canada
Client #: 101436690

Interest Register #: 101443014
Converted Instrument #: 59R02127

Interest #159587689
Miscellaneous Interest
Value: N/A
Registered: 20 Jul 2012 10:28:31
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

Holder: University of Saskatchewan
C/o McKercher LLP 374 - 3rd Ave South
Saskatoon, SK, Canada S7K 1M5
Client #: 127666468

Interest Register #: 118491789

4. Surface Parcel #161594129, Lot 9 Blk/Par 28 Plan No 101889344 Ext 0

Interest #159587094
CNV Easement
Value: N/A
Registered: 06 Apr 1959 01:38:22
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

As to lots 1-7 Block 28
Holder: The City of Regina
N/A
N/A, Saskatchewan, Canada
Client #: 101436690

Interest Register #: 101443014
Converted Instrument #: 59R02127

Interest #159587678

Miscellaneous Interest

Value: N/A

Registered: 20 Jul 2012 10:28:31

Interest Register Amendment Date: N/A

Interest Assignment Date: N/A

Interest Scheduled Expiry Date: N/A

Expiry Date: N/A

Holder: University of Saskatchewan
C/o McKercher LLP 374 - 3rd Ave South
Saskatoon, SK, Canada S7K 1M5
Client #:127666468

Interest Register #:118491789

SCHEDULE "E" – PPR INTERESTS TO BE DISCHARGED

SASKATCHEWAN PERSONAL PROPERTY REGISTRY

Entity Searched: 101133330 SASKATCHEWAN LTD.
 Date of Search: April 16, 2019

Debtor	Secured Party	General Collateral Description	Registration Number and Date	Comments/Expiry Date
101133330 SASKATCHEWAN LTD.	AFFINITY CREDIT UNION 2013	ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY, PROCEEDS: ACCOUNTS, CASH, CHATTEL PAPER, INTANGIBLES, GOODS, INSURANCE PROCEEDS, CHEQUES, DOCUMENTS OF TITLE, INSTRUMENTS, SECURITIES, TRADE-INS AND ALL OTHER SUBSTITUTIONS OF ANY KIND WHATSOEVER DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALINGS WITH THE GENERAL COLLATERAL OR PROCEEDS THEREFROM.	301296211 January 29, 2015	Expiry: January 29, 2040
101133330 SASKATCHEWAN LTD.	AFFINITY CREDIT UNION 2013	ALL OF THE DEBTOR'S PROPERTY LOCATED AT 4400 4 TH AVENUE, REGINA, SASKATCHEWAN AND BEING LEGALLY DESCRIBED AS: Surface Parcel #164659517 Reference Land Description: Blk/Par A Plan No 75R32425 Extension 3 As shown on Plan 102009237 Surface Parcel #153232691 Reference Land Description: Blk/Par E Plan No 75R32425 Extension 1 As shown on Plan 101830216 Surface Parcel #109733946 Reference Land Description: Lot 7 Blk/Par 28 Plan No 59R20949 Extension 0 As described on Certificate of Title 59R20949 Surface Parcel #161594129 Reference Land Description: Lot 9 Blk/Par 28 Plan No	301296223 January 29, 2015	Expiry: January 29, 2040

		101889344 Extension 0 Including, without limitation, goods, inventory, equipment (all items and kinds), accounts, money, chattel paper, intangibles, documents of title, instruments, securities and fixtures and all cash and non-cash proceeds of whatever nature and kind, including any interest earned on or any dividend or payment made in relation to the collateral, renewals of, accretions to, and substitutions for such property.		
101133330 SASKATCHEWAN LTD.	DAWN DARLENE HANIS	ALL OF THE PERSONAL PROPERTY AND LANDS OF THE DEBTOR WITHIN SASKATCHEWAN	301393685 September 21, 2015	Expiry: August 2, 2025
101133330 SASKATCHEWAN LTD. 101149825 SASKATCHEWAN LTD. JOHN ORR	FIRM CAPITAL CORPORATION	ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY OF THE DEBTOR AND PROCEEDS THEREOF.	301394217 September 22, 2015	Expiry: September 22, 2020
101133330 SASKATCHEWAN LTD. THE ORR CENTRE	THE CANADIAN RACQUETBALL ASSOCIATION	FOUR RACQUETBALL COURTS AND THEIR ACCESSORIES, A TROPHY CASE, PLAQUE RECOGNIZING GOVERNMENT OF CANADA AS THE COURTS DONOR, AND TWO PORTABLE METAL BLEACHERS	301445456 February 8, 2016	Expiry: February 8, 2026