

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

COURT OF QUEEN'S BENCH FOR SASKATCHEWAN

JUDICIAL CENTRE SASKATOON

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

ORDER

Order made this 7th day of December, 2018.

Before the Honourable Mr. Justice N.G. Gabrielson in chambers the 7th day of  
December, 2018.

On the application of Diana K. Lee, Q.C., lawyer on behalf of IPR Capital Ltd. and Industrial Properties Regina Ltd., and on hearing Rick Van Beselaere, Q.C., lawyer on behalf of 101297277 Saskatchewan Ltd., and Jeff M. Lee, Q.C., lawyer on behalf of Copper Sands Land Corp., Willow Rush Development Corp., Midtdal Developments & Investments Corp., Prairie Country Homes Ltd., JIL Developments & Investments Corp. and MDI Utility Corp (such latter six entities hereinafter collectively described as the "**Applicants**" or "**Copper Sands Group**") and on reading the material filed:

THE COURT ORDERS THAT:

1. The time for service of the Notice of Application in respect of this Order (and all supporting materials filed in support of its application for this Order) is hereby abridged and service thereof is deemed good, valid, timely and sufficient.

2. The Amended and Restated Initial Order granted in these proceedings on July 5, 2018 by the Honourable Mr. Justice N.G. Gabrielson and the stay of proceedings provided for therein, shall be and are hereby further extended from the current expiry date of 11:59 p.m. Saskatchewan time on December 7, 2018 to 11:59 p.m. on January 15, 2019.
  
3. Subject to paragraphs 8 to 28 hereof, the Applicants shall be permitted to take all steps reasonably necessary to conclude the following transactions, namely:
  - (a) the proposed sale (the "**Proposed Sale**") by Copper Sands Land Corp. ("**CSLC**") to 102062687 Saskatchewan Ltd. (the "**Purchaser**") of 18.5 acres of land upon which the Copper Sands Mobile Home Park is located "**Copper Sands Mobile Home Park**") within LSD 5 of Section 25, Township 17, Range 18, West of the Second Meridian, Extension 38 in the Rural Municipality of Edenwold No. 158 in the Province of Saskatchewan ("**LSD 5**"), as more particularly described in, and subject to the terms and conditions set forth in, the Offer to Purchase between CSLC and the Purchaser dated September 25, 2018, as amended on October 11, 2018, October 12, 2018, and October 24, 2018, copies of which have been filed as an Exhibit to the Confidential Affidavit of Jaimey Midtdal sworn November 30, 2018 and filed in these proceedings (the "**Midtdal Affidavit**"); and
  
  - (b) the proposed refinancing transaction contemplated in Exhibit "C" to the Midtdal Affidavit (the "**Proposed Refinancing**").
  
4. The application by the Applicants for a Sale Approval and Vesting Order (the "**SAVO Application**") in regard to the Proposed Sale and an Order removing the tie (the "**Parcel Tie**") between LSD 5 and LSD 4 of Section 25, Township 17, Range 18, West of the Second Meridian, Extension 38 in the Rural Municipality of Edenwold No. 158 in the Province of Saskatchewan ("**LSD 4**") shall be and is hereby adjourned to a date between January 3 and January 15, 2019 to be determined by the Local Registrar, in consultation with counsel (the "**Adjourned Date**").

5. On or before January 3, 2019, the Applicants shall file with the Court and shall serve upon the parties on the Service List a notice from their counsel confirming that the Proposed Sale and the Proposed Refinancing are unconditional (save and except for a condition requiring approval of such transactions by the Court (which approval would, in the case of the Proposed Sale, take the form of a Sale Approval and Vesting Order) and a condition requiring removal of the Parcel Tie between LSD 4 and LSD 5) and are ready to close (the "**Condition Removal Notice**").
6. In the event that the Applicants file the Condition Removal Notice on or before January 3, 2019, they shall be at liberty to schedule a hearing by this Court of the SAVO Application at the first available date after filing such Condition Removal Notice.
7. In the event that either (a) the Applicants fail to file the Condition Removal Notice on or before January 3, 2019, or (b) the Applicants fail to obtain a Sale Approval and Vesting Order respecting the Proposed Sale by January 15, 2019; then the assets of the Applicants shall be offered for sale in the manner and subject to the conditions set forth below in paragraphs 8 to 28 hereof.
8. All right, title and interest that Copper Sands Group has or purports to have in:
  - (a) the real property and equipment described in Schedule "A" (the "**MHP Package**");
  - (b) the real property and equipment described in Schedule "B" (the "**WWTP Package**");  
and
  - (c) the personal property described in Schedule "C" titled (the "**Equipment Package**");  
(the MHP Package, the WWTP Package and the Equipment Package shall hereinafter collectively be referred to as the "**Assets**").

shall be offered for sale in the manner set forth in this Order. The real property included in the MHP Package and the WWTP Package is registered in the name of Copper Sands Land Corp (the "**Land**"). In addition to Copper Sands Land Corp., the following parties have or may have an ownership interest in the Assets:

- MDI Utility Corp.;
- Willow Rush Development Corp.,

- Midtdal Developments & Investments Corp.,
- Prairie Country Homes Ltd.; and
- JLL Developments & Investments Corp.

9. The MHP Package, the WWTP Package and the Equipment Package may be sold together or may be sold separately unless the Parcel Tie between the real property included in the MHP Package and the WWTP Package is not lawfully removed on or before January 15, 2019, and if the tie is not removed, the MHP Package and the WWTP Package shall be sold together.

10. The Assets shall be sold under the direction of Chad Jesse of the law firm of Bridges & Company LLP (the "**Selling Officer**") within the time periods and in the manners herein provided by first offering the Assets for sale by sealed tender on the terms and manner set forth herein, and in the event that the sale by sealed tender would not, in the opinion of the Selling Officer, result in a sale of the Assets for an amount above the Upset Price (as defined in paragraph 18 of this Order), or in the event that any sale is not approved by this Court, as herein provided, then the Selling Officer shall list the Assets for sale with an accredited realtor on the terms and in the manner herein set forth.

11. Subject to the terms in paragraphs 12 and 15 hereof, the Land shall be sold subject to the encumbrances described in Schedule "D" hereto (the "**Permitted Encumbrances**") and all equipment included in the Assets shall be sold free and clear of all encumbrances.

12. The sale by sealed tender shall be conducted as follows:

- (a) the Assets shall be sold under the direction of the Selling Officer by a call for sealed tenders for the purchase of the Assets or any combinations thereof as set out in paragraph 9 of this Order, with such call for sealed tenders to close at such time as the Selling Officer may choose, provided that the deadline for delivery of such sealed tenders (the "**Tender Deadline**") shall be no later than February 28, 2019;
- (b) notice of the sale by sealed tender shall be provided by way of newspaper advertisements to appear at least twice in the Regina Leader Post and at least twice in the Saskatoon Star Phoenix, and in the sole discretion of the Selling Officer, in such

- other publications or on such other websites as the Selling Officer may consider reasonable, the first of such advertising to occur not later than four weeks prior to the date of the deadline for delivery of sealed tenders;
- (c) notice of the sale by sealed tender may be provided by the Selling Officer, in his sole discretion, by means of e-mail communications to such parties involved in the business of owning or managing multi-family real estate projects, mobile home park business and the affordable housing business as the Selling Officer may identify as potentially interested parties;
  - (d) the terms of the sale shall be for the purchase of the Assets or any combinations thereof as set out in paragraph 9 of this Order including that:
    - i. any conditions of any kind with respect to any sale, other than approval by this Court of a sale as herein provided, must be removed prior to application for approval of the sale and not later than 21 days from the close of tenders;
    - ii. a deposit of not less than 10% of the bid amount by cash, certified cheque or solicitor's trust cheque made payable to the Selling Officer shall accompany the tender; and
    - iii. the balance shall be paid to the Selling Officer within 21 days of the date of the granting of an Order of the Court approving the proposed sale, provided that for any portion of the purchase price for which financing is required, proof of financing must be provided with the sealed tender;
  - (e) the Assets shall be sold free and clear of all right, title and interest of the Copper Sands Group or any of them;
  - (f) the Assets shall be sold as is and where is with no representations or warranties as to fitness for purpose or the suitability or condition, or existence and location thereof;
  - (g) the Selling Officer shall advise in the sealed tender notice as to the rules which shall govern the conduct of the sale and the terms of this Order as they relate to the sale by sealed tender;
  - (h) the sealed tender notice shall advise that all bids are for the purchase of the Assets or portions thereof subject to the Permitted Encumbrances;
  - (i) except as provided herein, the Selling Officer shall maintain strict confidentiality regarding the contents of any and all sealed tenders received by him in connection

with the sealed tender process and shall not disclose the particulars of any sealed tenders received by him to any party (including, without limitation, Copper Sands Group, Industrial Properties Regina Limited, IPR Capital Ltd, and 101297277 Saskatchewan Ltd. or their respective directors, officers, legal counsel or professional advisors). Notwithstanding the above, the Selling Officer is at liberty to disclose such sealed tender(s) as the Selling Officer proposes to accept and bring forward to this Court for approval;

- (j) The highest or any bid will not necessarily be accepted and it is entirely in the discretion of the Selling Officer to reject any or all bids for any reason whatsoever. No person shall retract, withdraw or countermand their bid before notification of acceptance or rejection of the bid; and
- (k) after a tender has been accepted by the Selling Officer and confirmed by the Court, if the bidder fails to complete the purchase for any reason, the deposit shall be absolutely forfeited and the amount so forfeited shall be paid into this Court and dealt with in accordance with the provisions hereof (on subsequent application).

13. After the Tender Deadline passes, if the amount(s) offered in a bid or in a combination of bids do not result in sufficient sales proceeds to cover and pay the Administration Charge and payment in full of the amounts owing to Industrial Properties Regina (“IPRL”), IPRL Capital Ltd. (“IPRC Ltd.”) and to 101297277 Saskatchewan Ltd. (“7277”) (such latter three entities collectively referred to as the “Secured Parties”):

- (a) the Secured Parties shall be informed in writing by the Selling Officer of the facts described above in paragraph 13 hereof;
- (b) the Secured Parties or any or each of them shall be entitled, but are not required, to submit a bid or bids, which bid or bids may include a set off of all or part of the amounts due to them, up to the maximum amount of the secured claim(s) of such of the Secured Parties as are submitting a bid or bids hereunder in respect of the Assets or any combinations thereof as set out in paragraph 9 of this Order, provided such bid(s) are delivered to the Selling Officer within 5 business days of the Selling Officer advising the Secured Parties in writing of the facts described above in paragraph 13 hereof;

- (c) the total bid by a Secured Party or any of them, shall include an amount of cash (in addition to the credit bid amount) at least in an amount sufficient to pay the Administration Charge, any property taxes owing on the Land and the costs of the Selling Officer (collectively, the “**Priority Charges**”); and
- (d) any bid from a Secured Party shall address any prior ranking claim of any other Secured Party in a manner that is acceptable to such prior ranking claim of any other Secured Party (through for example only, an assumption of such prior ranking claim of another Secured Party).

14. If there shall not be a confirmed sale granted in respect of the Assets as a result of the efforts to sell the Assets by tender as herein provided, the Assets shall be offered for sale under the direction of the Selling Officer by listing the Assets with an accredited realtor as chosen by the Selling Officer.

15. In respect of a listing of the Assets with an accredited realtor, the following terms and conditions shall apply:

- (a) the Selling Officer is authorized to sign such listing agreement(s) as the Selling Officer may consider reasonable, appropriate and necessary under the circumstances and given the terms of this Order to have the Assets in the listing agreement(s) sold at a listing price determined by the Selling Officer, and the selling officer has the discretion to lower the listing price as it may consider appropriate subject to the applicable upset price referred to herein;
- (b) such realtor listing agreement(s) shall not in cumulative total extend beyond a period of 5 months from the date the first listing agreement is entered into by the Selling Officer and a realtor, and any sale shall close, subject to further order of this Court and approval by this Court, no later than within 30 days of the date of a Sale Approval and Vesting Order confirming such sale;
- (c) the selling officer may enter into such extensions, amendments or continuations of the listing agreement(s) with a realtor or realtors and add or substitute a listing agent as it may consider necessary and appropriate, subject to the 5 month period referred to in subparagraph (b) above;



- (d) the sales commission in respect of the Assets shall not exceed 4%, unless otherwise approved by this Court;
- (e) the Assets shall be sold as is and where is with no representations or warranties as to fitness for purpose or the suitability or condition, or existence and location thereof;
- (f) the Selling Officer has the discretion to accept any offer and to make any counteroffer as the Selling Officer considers advisable in relation to the Assets included in the listing agreement(s);
- (g) the realtor shall present all offers for purchase of the lands included in the listing agreement(s) to the Selling Officer for consideration. Each offer presented by the realtor to the Selling Officer shall be for the purchase the Assets or any combinations thereof as set out in paragraph 9 of this Order, with a desposit of not less than 10% by cash, certified cheque or solicitor's trust cheque to accompany the offer and the balance to be paid to the Selling Officer within 21 days of the date of acceptance of the offer by the Selling Officer, and any conditions with respect to any sale of any kind, other than approval to a sale by this Court as herein provided, must be removed prior to application for approval of the sale and not later than 21 days from the date of acceptance by the Selling Officer of the offer, and provided that for any portion of the purchase price for which financing is required, proof of financing must be provided with the offer. If the offer is not accepted by the Selling Officer or is not confirmed by this Court, the deposit shall be returned to the offeror;
- (h) after an offer has been accepted by the Selling Officer and confirmed by the Court, if the offeror fails to complete purchase for any reason other than the non-fulfillment of any condition on which the offer was originally made, the deposit shall be absolutely forfeited and the amount so forfeited shall be paid into this Court and dealt with in accordance with the provisions hereof; and
- (i) the realtor appointed by the Selling Officer and any other realtor acting for a prospective offeror shall have access to the Assets as may be required for the purposes of showing the said Assets or any portions thereof to prospective offerors.

16. In respect of any offer made to a realtor hereunder which the Selling Officer is inclined to accept, if such offer [and before the Selling Officer accepts any offer(s)], is less than the total



aggregate amount of the Priority Charges and the amounts owing to the Secured Creditors, the Selling Officer shall provide the Secured Creditors with written notice (the “**Selling Officer Acceptance Notice**”) of its intention to do so. After receipt of the Selling Officer Acceptance Notice:

- (a) the Secured Parties or any or each of them shall be entitled, but are not required, to submit an offer or offers, which offer or offers may include the setting off the amounts due to them, up to the maximum amount of the secured claim(s) of such of the Secured Parties as are submitting an offer or offers hereunder in respect of the Assets or any combinations thereof as set out in paragraph 9 of this Order, provided such bid(s) are delivered to the Selling Officer within 5 business days of the Selling Officer delivering to the Secured Creditors the Selling Officer Acceptance Notice;
- (b) such offer(s) by the Secured Parties or any of them must include an amount of cash (in addition to the credit bid amount) in an amount sufficient to pay the Priority Charges; and
- (c) any offer from a Secured Party shall address any prior ranking claim of any other Secured Party in a manner that is acceptable to such prior ranking claim of any other Secured Party (through for example only, an assumption of such prior ranking claim of another Secured Party).

#### **General Provisions Respecting the Sale Process**

17. The Land shall be sold subject to the Permitted Encumbrances described in Schedule “D” hereto and subject to the mobile home park leases save and except for any residential mobile home park leases for which market rent is not being paid (as determined by the Monitor).

18. The Assets shall not be sold for less than a gross price before adjustments of \$5,300,000 (the “**Upset Price**”).

19. Copper Sands Group and all persons claiming through or under them shall cooperate with the Selling Officer and with any realtor appointed by the Selling Officer for the showing of the Assets and access to records relating to the Assets, failing which any party may apply to this Court for further orders or directions as the Court considers appropriate to assist in the sale of the Assets.

20. Without limiting the other provisions hereof, further directions may be sought at any time by application to this Court by any party hereto.

21. The Selling Officer shall be entitled to provide the interested parties with the Monitor's Reports, inclusive of all Terms of Reference detailed therein, prepared by Deloitte Restructuring Inc. in these proceedings, and with such other records and documents acquired by the Selling Officer related to the Assets as the Selling Officer shall consider necessary or appropriate.

22. In addition to subparagraphs 12(f) and 15(e), there are no representations or warranties of any kind applicable as to title, description, fitness for purpose, land use or suitability of any of the Assets, whether the Assets can be developed for any intended use of the Purchaser, the existence or absence or presence of environmental contamination, quality, condition or value thereof, adequacy of services, soil conditions, or in respect of any other matter or thing whatsoever, and without limiting the generality of the foregoing, the Assets are offered on an "as is, where is" basis. The Selling Officer shall not be liable or responsible for any information obtained by a bidder or an offeror in relation to the Assets, including any information arising from the Copper Sands Group about the income and operating expenses of the mobile home park located on the Land and/or the state, suitability or condition of the equipment included in the Assets.

23. The Selling Officer shall not be liable or responsible for any acts or omissions (including acts or omissions involving negligence ) relating in any way to the Assets, the offer of the Assets for sale, any bids or the processing, acceptance or rejection thereof, the contract(s) arising out of the acceptance of a bid of offer, or any applications to court.

24. The purchase of any or all of the Assets shall be subject to such federal, provincial, goods and services and other taxes applicable to or payable on or as a result of the purchase of any of the Assets.

25. Any bids in the sealed tender process or any offer in the real estate listing process that are accepted by the Selling Officer must be:

- (a) Irrevocable until the date of a Sale Approval and Vesting Order is granted; and

- (b) in writing, which written tender or offer shall include the name, mailing address and email address of the bidder or offeror together with full disclosure of the direct and indirect beneficial owners of the bidder or offeror and its principals.

26. Upon the Selling Officer accepting a bid or an offer and subject to the waiver of all conditions, the Selling Officer shall apply to this Court for a Sale Approval and Vesting Order. The terms of such Sale Approval and Vesting Order shall include, *inter alia*, a provision whereby any cash received in respect of third party bids, or any combination of third party bids, be paid firstly to satisfy the amounts owing in respect of the Priority Charges (including any property taxes owing on the Land, the costs of the Selling Officer and the professional services secured by the Administration Charge in the maximum amount of \$250,000), with the remainder of the cash then paid to the Secured Parties in the following order: first to IPRCC Ltd., second to IPRL, and third to 7277 based on the amounts owing to each of them as of the date of the issued Sale Approval and Vesting Order, as such amounts are determined by this Court. Any remaining amounts, if any, may then be paid to satisfy the Subordinate Administration Charge up to the maximum amount secured of \$500,000. The Selling Officer shall make application as soon as reasonably practicable, on a date to be scheduled by the Court.

27. If an approved purchase fails to close, the Selling Officer shall be entitled to review any other bids or offers made, including any made by the Senior Secured Creditors, and accept one of the other bids or offers and the approval requirements under this Order shall then apply.

28. Any of the parties hereto and the Selling Officer may apply to this Court on not less than 3 days' notice to the other Parties hereto, and to the Selling Officer, for advice and directions.

29. The applications by 7277 commenced by Notice of Application dated November 14, 2018 and December 6, 2018 shall be and are hereby adjourned to the Adjourned Date.

30. The Confidential Affidavit of Jaimey Midtdal sworn November 30, 2018 and the Confidential Supplement to the Fifth Report of the Monitor 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 a Judge or upon further order of the Court. Application to unseal these documents may be made at any time upon fourteen days' notice.

ISSUED at the City of Saskatoon, in the Province of Saskatchewan, this 7<sup>th</sup>  
day of December, 2018.



A handwritten signature in blue ink over a circular stamp. The stamp contains the text "X. PINO" in blue capital letters.

\_\_\_\_\_  
Local Registrar

**CONTACT INFORMATION AND ADDRESS FOR SERVICE**

KANUKA THURINGER LLP  
Barristers and Solicitors  
1400 - 2500 Victoria Avenue  
Regina, Saskatchewan  
S4P 3X2

Address for Service: Same as above  
Telephone: (306) 525-7200  
Fax: (306) 359-0590  
Email address: dlee@ktllp.ca  
Lawyer in Charge of File: Diana K. Lee, Q.C. and Alexander Shalashniy  
39297-0005/jfh  
DM 2093286 v2

**Schedule "A" – Real Property and Equipment List Comprising the MHP Package (Provided by Copper Sands Group)**

**Part 1 The Land**

---

***I. Real Property***

LSD 5 Surface Parcel #111653603, Reference Land Description: LSD 5 Sec 25 Twp 17 Rge 18 W2 Extension 2  
As described on Certificate of Title: 88R40657, description 38

**Part 2 Equipment**

- 1 Playground equipment
- 2 Equipment shop and the equipment therein\*

*\*not provided by the Copper Sands Group*

17786496  
35449785.3

**Schedule "B" – Real Property and Equipment List Comprising the WWTP Package (Provided by Copper Sands Group)**

**Part 1 The Land**

*I. Real Property*

- 1.1 LSD 4 Surface Parcel # 111653591, Reference Land Description: LSD 4 Sec 25 Twp 17 Rge 18 W 2 Extension 37.  
As described on Certificate of Title: 88R40657, description 37

**Part 2 Equipment**

**POTABLE WATER SYSTEM**

Potable Water Treatment building structure as per Engineered Water Solutions approved design CSWT-10XX and WSA permit

- 1 00065758-00-00.
- 2 poured concrete foundation & Slab
- 3 wood framed structure, Hardie exterior cladding, PVC interior cladding, asphalt shingles,
- 4 electrical services, gas heating, lighting, sump system
- 5 Potable Water Storage as per Engineered Water Solutions approved design CSWT-10XX and WSA permit 00065758-00-00.
- 6 Chlorine Mixing System
- 7 2 X buried underground NSA approved 10,000 gallon fibre glass tanks (Item # T701A and T702A
- 8 underground interconnecting plumbing and expansion joint system
- 9 tank bedding and weight distribution system
- 10 interior baffling and interconnection flanges, and anti-floatation anchoring system
- 11 Well #1, Well #2 New Well at WTP inclusive of all equipment

**WASTE WATER TREATMENT IRRIGATION SYSTEM**

Waste Water Subsurface Irrigation Disposal System as per Engineered Water Solutions approved design CSWW-10XX and WSA permit 00066392-01-00.

- 12
- 13 willow plantation site c/w 7.5 hectares
- 14 Netafim biofilm subsurface drip irrigation system
- 15 automatic valving system
- 16 dual pump system
- 17 Netafim disc filtration
- 18 backwash system
- 19 Irrigation building
- 20 2 Cell dry lagoon to be transitioned to one cell fresh water pond upon commissioning



**Schedule "C" –Equipment List Comprising the Equipment Package (Provided by Copper Sands Group)**

**EQUIPMENT**

- 1 Track Hoe - 2008 Hyundai 360 Trackhoe, SN: 0210213
- 2 Dump Truck - 1980 Mack Tandem Gravel Truck (Heavy Vehicle), VIN: RS612LST56339
- 3 Bobcat - 2014 Bobcat S770 Skid Steer Loader, SN:ATF212614

**Schedule "D" – Permitted Encumbrances**

- 1. LSD 4:**  
Surface Parcel #11653591  
Referenced Land Description: LSD 4 Sec 25 Twp 17 Rge 18 W 2 Extension 37  
As described on Certificate of Title: 88R40657, description 37

  - (a) CNV Caveat  
Registration Date: January 7, 1977  
Interest Register #: 101299349  
Holder: Saskatchewan Power Corporation
  - (b) CNV Caveat  
Registration Date: March 28, 1983  
Interest Register #: 101299350  
Holder: Saskatchewan Power Corporation
  - (c) Joint Use Utility Easement  
Registration Date: December 23, 2014  
Interest Register #: 120554287  
Holder as Tenant in Common: Saskatchewan Power Corporation  
Holder as Tenant in Common: Saskatchewan Telecommunications
  
- 2. LSD 5:**  
Surface Parcel #111653603  
Reference Land Description: LSD 5 Sec 25 Twp 17 Rge 18 W 2 Extension 38  
As described on Certificate of Title: 88R40657, description 38

  - (a) CNV Caveat  
Registration Date: January 7, 1977

Interest Register #: 101299349  
Holder: Saskatchewan Power Corporation

- (b) CNV Caveat  
Registration Date: March 28, 1983  
Interest Register #: 101299350  
Holder: Saskatchewan Power Corporation
- (c) CNV Public Utility Easement  
Registration Date: April 1, 1992  
Interest Register #: 101299473  
Holder: Saskatchewan Telecommunications
- (d) Personal Property Security Interest  
Registration Date: October 3, 2002  
Interest Register #: 105446044  
Holder: The Toronto-Dominion Bank
- (e) Personal Property Security Interest  
Registration Date: September 11, 2007  
Interest Register #: 113219265  
Holder: The Toronto-Dominion Bank
- (f) Personal Property Security Interest  
Registration Date: July 23, 2008  
Interest Register #: 114654630  
Holder: The Toronto-Dominion Bank
- (g) Personal Property Security Interest  
Registration Date: April 7, 2009  
Interest Register #: 115341612  
Holder: Bank of Nova Scotia
- (h) Personal Property Security Interest  
Registration Date: February 19, 2010

Interest Register #: 116188577  
Holder: The Toronto-Dominion Bank

(i) Personal Property Security Interest  
Registration Date: April 12, 2010  
Interest Register #: 116309651  
Holder: The Toronto-Dominion Bank

(j) Assignment of Lease as Security  
Registration Date: April 6, 2011  
Interest Register #: 117287624  
Holder: Conexus Credit Union 2006

(k) Personal Property Security Interest  
Registration Date: April 6, 2011  
Interest Register #: 117287646  
Holder: Conexus Credit Union 2006

(l) Joint Use Utility Easement  
Registration Date: December 23, 2014  
Interest Register #: 120554287  
Holder as Tenant in Common: Saskatchewan Power Corporation  
Holder as Tenant in Common: Saskatchewan Telecommunications

(m) Personal Property Security Interest  
Registration Date: July 29, 2015  
Interest Register #: 120996579  
Holder: Conexus Credit Union 2006

(n) Personal Property Security Interest  
Registration Date: February 14, 2017  
Interest Register #: 122090161  
Holder: Plainsview Credit Union