

COURT FILE NUMBER      QB No. 783 of 2017

COURT                      QUEEN'S BENCH FOR SASKATCHEWAN  
   IN BANKRUPTCY AND INSOLVENCY

JUDICIAL CENTRE        SASKATOON

PLAINTIFF                AFFINITY CREDIT UNION 2013

DEFENDANT               VORTEX DRILLING LTD.

IN THE MATTER OF THE RECEIVERSHIP OF VORTEX DRILLING LTD.

**NOTICE OF APPLICATION**

**(Final Distribution and Discharge Order)**

**NOTICE TO RESPONDENTS – ALL PARTIES NAMED ON THE SERVICE LIST ESTABLISHED IN THESE PROCEEDINGS**

This application is being made against you. You are a respondent. You have the right to state your side of this matter before the Court.

To do so, you must be in Court when the application is heard as shown below:

Where:                    Court House  
   520 Spadina Crescent  
   Saskatoon, Saskatchewan

Date:                      Friday, May 18, 2018

Time                        1:00 p.m. Saskatchewan time

**Remedy claimed or sought:**

1. This is an application by Deloitte Restructuring Inc. (the “**Receiver**”) for an Order:
  - (a) declaring the time for service of this application and supporting materials (the “**Application**”) to be timely and sufficient;
  - (b) approving the Receiver’s:
    - (i) Statement of Receipts and Disbursements;
    - (ii) professional fees and disbursements without the necessity of a formal passing of its accounts;

- (iii) legal counsel's professional fees and disbursements without the necessity of a formal passing of its accounts;
  - (iv) recommended final disbursements; and
  - (v) actions to date in relation to the discharge of its duties and mandate;
- (c) discharging the Receiver once it has made the recommended final disbursements and any such further actions as are necessary to complete the Receiver's Mandate;
- (d) adjudging and declaring that the Receiver:
- (i) has acted honestly and in good faith, and has dealt with the Property and carried out the Receiver's Mandate in a commercially reasonable manner;
  - (ii) has duly and properly discharged all of its duties, responsibilities, and obligations pursuant to the Receiver's Mandate;
  - (iii) shall not be liable for any act or omission in connection with its discharge of the Receiver's Mandate, with the exception of any liability arising out of fraud, gross negligence, or willful misconduct;
  - (iv) has never had and shall not in the future have any liability in regard to any act or omission of the Debtor;
- (e) adjudging and declaring that no action shall be commenced against the Receiver in relation to this receivership, except upon written notice to the Receiver, leave of this Honourable Court, and security for costs; and
- (f) such further and other relief as counsel may request and this Honourable Court may allow.

**Grounds for making this application:**

2. Mains Welding and Affinity have reached a settlement in respect of the Mains Holdback, and the Receiver supports the distribution proposed in the consent order executed by the parties and filed by Affinity's counsel.

3. On the evidence before this Honourable Court, the Receiver has carried out and substantially completed its mandate honestly, in good faith, and in compliance with the Receivership Order and the duties imposed on the Receiver by the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3, *The Queen's Bench Act, 1998*, SS 1998, c. Q-1.02, *The Personal Property Security Act, 1993*, SS 1993, c. P-6.2, and at common law. The Receiver is therefore respectfully requesting to:

- (a) have its actions, fees, and disbursements approved; and

- (b) be discharged with the usual court ordered protections accorded to licensed insolvency trustees in these circumstances.

4. Such further and other considerations as counsel may advise and this Honourable Court allow.

**Material or evidence to be relied on:**

11. The Receiver relies upon:

- (a) this notice of application;
- (b) the Second Report;
- (c) the proposed form of draft Order;
- (d) brief of law filed on behalf of the Receiver;
- (e) affidavit of service;
- (f) the pleadings and proceedings herein; and
- (g) such further and other material as counsel may advise and this Honourable Court may allow.

**Applicable Rules**

12. N/A

**Applicable Acts and Regulations:**

- 13. *The Queen's Bench Act, 1998*, SS 1998, c Q-1.02.
- 14. *The Personal Property Security Act, 1993*, SS 1993, c P-6.2.
- 15. *Bankruptcy and Insolvency Act*, RSC 1985, c B-3.
- 16. Such further acts and regulations as counsel may advise and this Honourable Court may permit.

DATED at Saskatoon, Saskatchewan this 14<sup>th</sup> day of May, 2018.

**MCDUGALL GAULEY LLP**

Per:

  
Solicitors for Deloitte Restructuring Inc.,  
in its capacity as Receiver

**CONTACT INFORMATION AND ADDRESS FOR SERVICE**

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