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| COURT FILE NUMBER | Q.B. No. 61 of 2018 |
| COURT | COURT OF QUEEN'S BENCH FOR SASKATCHEWAN |
| JUDICIAL CENTRE | SWIFT CURRENT |
| PLAINTIFF/APPLICANTS | INNOVATION CREDIT UNION |
| DEFENDANTS/RESPONDENTS | SWIFT HOTELS GROUP LTD., BRIAN OSTRANDER, OSTRANDER FAMILY HOLDINGS LTD., PHILIP KRAUN, PRIMEWEST MORTGAGE INVESTMENT CORPORATION, SWIFT MOTEL LTD., and BRUNSDON LAWREK & ASSOCIATES |
| DOCUMENT | FIRST REPORT OF DELOITTE RESTRUCTURING INC., IN ITS CAPACITY AS COURT APPOINTED RECEIVER OF SWIFT HOTELS GROUP LTD. |

December 11, 2019

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
PARTY FILING THIS
DOCUMENT

RECEIVER

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INTRODUCTION

1. On September 20, 2019, Deloitte Restructuring Inc. (“**Deloitte**”) was appointed as interim receiver (the “**Interim Receiver**”), without security, of all the assets, undertakings, and properties (the “**Property**”) acquired for, or used in relation to the business carried on by Swift Hotels Group Ltd. (“**Swift Hotels**” or the “**Company**”), specifically including the lands legally described as Surface Parcel #144225750 Blk/Par A, Plan No DX1385 Extension 0 (the “**Swift Current Hotel**”), pursuant to the Order of the Court of Queen’s Bench for Saskatchewan (the “**Court**”) dated September 20, 2019 (the “**Interim Receivership Order**”).
2. On October 18, 2019, pursuant to an application filed by Innovation Credit Union (“**Innovation**”), the Court granted an order extending the Interim Receivership Order to and including November 29, 2019.
3. On November 28, 2019 (the “**Date of Appointment**”), pursuant to a further application filed by Innovation, the Court granted an order (the “**Receivership Order**”) discharging the Interim Receiver and appointing Deloitte as the receiver (the “**Receiver**”) over the Property. The Receivership Order is attached hereto as Exhibit A.
4. The purpose of this first report (the “**First Report**”) is to seek the advice and direction of the Court with respect to certain actions undertaken by the former directors and/or officers of the Company immediately after the pronouncement of the Receivership Order.

TERMS OF REFERENCE

5. In preparing this First Report, the Receiver has relied upon unaudited financial information, other information available to the Receiver and, where available and appropriate, Swift Hotels’ books and records and discussions with various parties.
6. The financial information of the Company has not been audited, reviewed or otherwise verified by the Receiver 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 First Report may not disclose all significant matters about the Company or its financial position. Additionally, none of the Receiver's procedures were intended to disclose defalcations or other irregularities. If the Receiver 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 Receiver's attention. Accordingly, the Receiver does not express an opinion nor does it provide any other form of assurance on the financial or other information presented herein. The Receiver may refine or alter its observations as further information is obtained or brought to its attention after the date of this First Report.

7. The Receiver 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 First Report. Any use which any party makes of this First Report, or any reliance or decision to be made based on this First Report, is the sole responsibility of such party.
8. Unless otherwise stated, all monetary amounts contained in this First Report are expressed in Canadian dollars.
9. Capitalized terms used in this First Report but not defined herein are as defined in the Receivership Order.

BACKGROUND

10. Subsequent to the granting of the Receivership Order, the Receiver immediately contacted the financial institutions at which Swift Hotels maintained operating bank accounts to advise of the receivership proceedings, to request that the accounts be placed on deposit only, and to provide a copy of the Receivership Order. Royal Bank of Canada ("**RBC**") was one (1) of three (3) financial institutions at which Swift Hotels maintained an operating account (the "**RBC Account**"). Attached hereto as Exhibit B is a copy of the correspondence provided to RBC on November 28, 2019.

11. Given certain internal delays within RBC to recognize and process the Receivership Order, RBC was not able to provide any RBC Account details, nor confirm that the RBC Account was placed on deposit only, until December 5, 2019. At that time, RBC also provided the Receiver with RBC Account details for the period November 28, 2019 to December 5, 2019 (the “**RBC Account Details**”), attached hereto as Exhibit C.
12. The RBC Account Details indicated that as at November 27, 2019, the balance in the RBC Account was approximately \$55,690. On November 28, 2019, two (2) bank drafts (or withdrawal instruments) were debited to the RBC Account in the amounts of \$32,000 (plus an \$8.50 service fee) and \$20,000 (plus an \$8.50 service fee) (collectively the “**Withdrawals**”).
13. On December 5, 2019, the Receiver spoke with Phil Krahn (“**Mr. Krahn**”), Chief Financial Officer of Odyssey Hotels Group Ltd. (“**Odyssey**”), which provided back office accounting support to Swift Hotels. Mr. Krahn advised the Receiver that the Withdrawals were made payable to Odyssey on account of outstanding management fees owing to Odyssey for services rendered. That same day, the Receiver also spoke with Brian Ostrander (“**Mr. Ostrander**”), President of Swift Hotels, who confirmed that the Withdrawals were made on account of outstanding management fees owing to Odyssey. Additionally, on December 5, 2019, Mr. Krahn sent e-mail correspondence to the Receiver, attached to which were invoices and an account summary (the “**Odyssey Account Summary**”) of amounts owing by Swift Hotels to Odyssey on account of management fees. The Odyssey Account Summary is attached hereto as Exhibit D, and indicates that prior to the Withdrawals, Odyssey was owed approximately \$40,059 (\$96,658 less \$26,500 (the “**May 8, 2019 Payment**”) less \$30,099 (the “**September 17, 2019 Payment**”). It is noteworthy that during the interim receivership proceedings, Mr. Krahn represented that the May 8, 2019 Payment and the September 17, 2019 Payment represented transfers from Swift Hotels to a Toronto Dominion Bank investment account in the name of Odyssey, and were being held for the benefit of Swift Hotels (as detailed in the second report of the Interim Receiver dated

November 14, 2019 filed in these proceedings).

14. On December 5, 2019, the Receiver requested further supporting details from RBC in respect of the Withdrawals. RBC provided copies of the respective bank drafts payable to Odyssey, and the transaction record receipts (collectively the “**RBC Support**”), attached hereto as Exhibit E, which indicated the following:
 - (a) The \$32,000 withdrawal was processed at 9:34am Mountain Standard Time (“**MST**”) on November 28, 2019 in Calgary, Alberta; and
 - (b) The \$20,000 withdrawal was processed at 12:44pm MST on November 28, 2019 in Calgary, Alberta.

15. On December 6, 2019, the Receiver’s legal counsel, MLT Aikins LLP (“**MLT Aikins**”), sent correspondence (the “**MLT Aikins Correspondence**”) to Mr. Krahn, Mr. Ostrander, Cuelenaere LLP, and Burnet Duckworth & Palmer LLP, attached hereto as Exhibit F. The MLT Aikins Correspondence advised that the Receivership Order was pronounced at approximately 9:20am Central Standard Time on Thursday November 28, 2019, and that paragraph 9 of the Receivership Order states the following:
 - (a) **“All rights and remedies (including, without limitation, set-off rights) against the Debtor or the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that nothing in this paragraph shall: (i) empower the Receiver or the Debtor to carry on any business which the Debtor is not lawfully entitled to carry on; (ii) exempt the Receiver or the Debtor from compliance with statutory or regulatory provisions relating to health, safety or the environment; (iii) prevent the filing of any registration to preserve or perfect a mortgage or security interest; or (iv) 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 Debtor and the Receiver. The stay and suspension shall not apply in respect of any "Eligible Financial Contract" as defined in section 65.1 of the BIA." (emphasis added)

16. As the Withdrawals detailed above were prepared, executed, and transacted subsequent to the Court granting the Receivership Order, these events appear to the Receiver to amount to a breach by Odyssey and/or Mr. Krahn and Mr. Ostrander of paragraph 9 of the Receivership Order. The MLT Aikins Correspondence demanded that the aggregate of the Withdrawals (i.e. \$52,000) be paid back to the Receiver prior to close of business on Friday December 13, 2019. As at the date of this First Report the funds had not been repaid to the Receiver.

RELIEF SOUGHT

17. The Receiver is seeking further advice and direction from the Court as to remedying the apparent breach of the Receivership Order by Odyssey and/or Mr. Krahn and Mr. Ostrander.

All of which is respectfully submitted this 11th day of December 2019.

DELOITTE RESTRUCTURING INC.

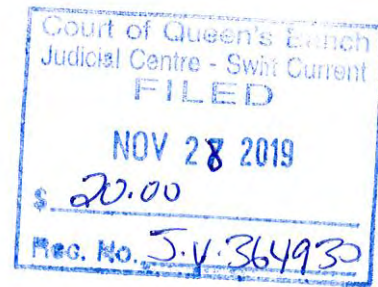
In its capacity as Receiver of
Swift Hotels Group Ltd.,
and not in its personal capacity.



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

Exhibit A – Receivership Order

COURT FILE NUMBER Q.B. No. 61 of 2018
COURT OF QUEEN'S BENCH FOR SASKATCHEWAN
JUDICIAL CENTRE SWIFT CURRENT
PLAINTIFF / APPLICANT INNOVATION CREDIT UNION
DEFENDANTS /
RESPONDENTS SWIFT HOTELS GROUP LTD., BRIAN OSTRANDER,
OSTRANDER FAMILY HOLDINGS LTD., PHILIP KRAUN,
PRIMEWEST MORTGAGE INVESTMENT CORPORATION,
SWIFT MOTEL LTD., and BRUNSDON LAWREK &
ASSOCIATES



IN THE MATTER OF THE RECEIVERSHIP OF SWIFT HOTELS GROUP LTD.

RECEIVERSHIP ORDER

Before the Honourable Mr. Justice R.S. Smith in Chambers the 28th day of November, 2019.

Upon the application of Randall M. Sandbeck, Q.C. and Shelley L. Joyce, counsel on behalf of Innovation Credit Union ("**Innovation**"), and upon hearing from Randall M. Sandbeck, counsel on behalf of Innovation, Jeff M. Lee, counsel on behalf of Deloitte Restructuring Inc., in its capacity as Court-Appointed Interim Receiver of Swift Hotels Group Ltd., Jay Watson, counsel on behalf of Swift Hotels Group Ltd. and Brian Ostrander, David Smith, counsel on behalf of Canada Revenue Agency and upon having reading the Notice of Application on behalf of Innovation dated September 11, 2019, the Affidavit of Bradley Appel sworn August 20, 2019, the Brief of Law of Innovation dated September 18, 2019, the Interim Receivership Order of the Honourable Mr. Justice R.S. Smith granted September 20, 2019 (the "**Interim Receivership Order**"), the Notice of Application on behalf of Innovation dated October 10, 2019, the Supplementary Affidavit of Bradley Appel sworn October 9, 2019, the First Report of Deloitte Restructuring Inc., in its capacity as Court-Appointed Interim Receiver of Swift Hotels Group Ltd. (the "**Interim Receiver**") dated October 15, 2019, the Notice of Application on behalf of Swift Hotels Group Ltd. dated November 13, 2019, the Second Affidavit of Bradley Appel sworn November 13, 2019, the Second Report of the Interim Receiver; the Consent of Deloitte Restructuring Inc. to act as receiver (the "**Receiver**") of Swift Hotels Group Ltd. (the "**Debtor**"), the Brief of Law of Innovation Credit Union, and the draft Receivership Order, all filed, and the pleadings and proceedings herein;

The Court Orders:

SERVICE

1. To the extent required, the time for service of notice of the application for this order is hereby abridged and service thereof is deemed good and sufficient.

APPOINTMENT

2. Pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3 ("**BIA**"), section 65(1) of *The Queen's Bench Act, 1998*, SS 1998, c Q-1.01, and section 64(8) of *The Personal Property Security Act, 1993*, SS 1993, c P-6.2 (the "**PPSA**"), Deloitte Restructuring Ltd. is hereby appointed Receiver, without security, of all of assets, undertakings and properties of the Debtor acquired for, or used in relation to the business carried on by the Debtor, including all proceeds thereof (the "**Property**"), including but not limited to, all personal property, goods, inventory, equipment, accounts receivable and other intangibles of the Debtor, all proceeds of any of the

foregoing, and the land legally described as Surface Parcel #144225750 Blk/Par A, Plan No DX1385 Extension 0.

APPROVAL OF INTERIM RECEIVER'S ACTIVITIES AND DISCHARGE OF INTERIM RECEIVER

- 2A. The activities and actions of the Interim Receiver from the date of appointment as Interim Receiver to the date of this Order, as described in the First Report of the Interim Receiver and the Second Report of the Interim Receiver, shall be and are hereby approved. The Interim Receiver shall be and is hereby discharged.

RECEIVER'S POWERS

3. The Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property, and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:
- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
 - (b) to receive, preserve, protect and maintain control of the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
 - (c) to manage, operate and carry on the business of the Debtor, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part other business, or cease to perform any contracts of the Debtor;
 - (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties including, without limitation, those conferred by this Order;
 - (e) to purchase or lease machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtor or any part or parts thereof;
 - (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor and to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor;
 - (g) to settle, extend or compromise any indebtedness owing to or by the Debtor;
 - (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtor, for any purpose pursuant to this Order;
 - (i) to undertake environmental or workers' health and safety assessments of the Property and operations of the Debtor;
 - (j) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtor, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any

order or judgment pronounced in any such proceeding, and provided further that nothing in this Order shall authorize the Receiver to defend or settle the action in which this Order is made unless otherwise directed by this Court;

- (k) to market any or all the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (l) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,
 - (i) without the approval of this Court in respect of any transaction not exceeding \$100,000.00, provided that the aggregate consideration for all such transactions does not exceed \$500,000.00; and
 - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause, and in each such case notice under section 59(10) of the PPSA shall not be required;
- (m) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (n) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (o) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (p) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtor;
- (q) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtor;
- (r) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have;
- (s) to assign the Debtor into bankruptcy; and
- (t) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations;

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Debtor, and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

4. (i) The Debtor, (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "**Persons**" and each being a "**Person**") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property (excluding Property subject to liens the validity of which is dependent on maintaining possession) to the Receiver upon the Receiver's request.
5. All Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtor, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "**Records**") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto provided, however, that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or documents prepared in contemplation of litigation or due to statutory provisions prohibiting such disclosure.
6. If any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require, including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

NO PROCEEDINGS AGAINST THE RECEIVER

7. No proceeding or enforcement process in any court or tribunal (each, a "**Proceeding**") shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY

8. No Proceeding against or in respect of the Debtor or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtor or the Property are hereby stayed and suspended pending further Order of this Court, provided, however, that nothing in this Order shall: (i) prevent any Person from commencing a Proceeding regarding a claim that might otherwise become barred by statute or an existing agreement, if such Proceeding is not commenced before the expiration of the stay provided by this paragraph; or (ii) affect a Regulatory Body's investigation in respect of the Debtor or an action, suit or proceeding that is taken in respect of the Debtor by or before the Regulatory Body, other than the enforcement of a payment order by the Regulatory Body or the Court. "**Regulatory Body**" means a person or body that has powers,

duties or functions relating to the enforcement or administration of an Act of Parliament or of the legislature of a province.

NO EXERCISE OF RIGHTS OR REMEDIES

9. All rights and remedies (including, without limitation, set-off rights) against the Debtor or the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that nothing in this paragraph shall: (i) empower the Receiver or the Debtor to carry on any business which the Debtor is not lawfully entitled to carry on; (ii) exempt the Receiver or the Debtor from compliance with statutory or regulatory provisions relating to health, safety or the environment; (iii) prevent the filing of any registration to preserve or perfect a mortgage or security interest; or (iv) 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 Debtor and the Receiver. The stay and suspension shall not apply in respect of any "**Eligible Financial Contract**" as defined in section 65.1 of the BIA.

NO INTERFERENCE WITH THE RECEIVER

10. 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 Debtor, including, without limitation, insurance coverage, without written consent of the Receiver or leave of this Court. Nothing in this Order shall prohibit any party to an Eligible Financial Contract with the Debtor from terminating such contract or exercising any rights of set-off, in accordance with its terms.

CONTINUATION OF SERVICES

11. All Persons having oral or written agreements with the Debtor 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 services, utility or other services to the Debtor, 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 Receiver, and the Receiver shall be entitled to the continued use of the Debtor's current 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 Receiver in accordance with normal payment practices of the Debtor or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

12. All funds, monies, cheques, instruments and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale or disposition of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "**Post Receivership Accounts**") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further order of this Court.

EMPLOYEES

13. Subject to the employees' rights to terminate their employment, all employees of the Debtor shall remain the employees of the Debtor until such time as the Receiver, on the Debtor's behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5), 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*, SC 2005, c 47.
14. Pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, SC 2000, c 5, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "Sale"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtor, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

15. (a) Notwithstanding anything in any federal or provincial law, the Receiver is not personally liable in that position for any environmental condition that arose or environmental damage that occurred:
 - (i) before the Receiver's appointment; or
 - (ii) after the Receiver's appointment unless it is established that the condition arose or the damage occurred as a result of the Receiver's gross negligence or wilful misconduct.
- (b) Nothing in sub-paragraph (a) exempts a Receiver from any duty to report or make disclosure imposed by a law referred to in that sub-paragraph.
- (c) Notwithstanding anything in any federal or provincial law, but subject to sub-paragraph (a) hereof, where an order is made which has the effect of requiring the Receiver to remedy any environmental condition or environmental damage affecting the Property, the Receiver is not personally liable for failure to comply with the order, and is not personally liable for any costs that are or would be incurred by any person in carrying out the terms of the order,
 - (i) if, within such time as is specified in the order, within ten (10) days after the order is made if no time is so specified, within ten (10) days after the appointment of the Receiver, if the order is in effect when the Receiver is appointed, or during the period of the stay referred to in clause (ii) below, the Receiver:
 - A. complies with the order, or
 - B. on notice to the person who issued the order, abandons, disposes of or otherwise releases any interest in any real property affected by the condition or damage;

- (ii) during the period of a stay of the order granted, on application made within the time specified in the order referred to in clause (i) above, within ten (10) days after the order is made or within ten (10) days after the appointment of the Receiver, if the order is in effect when the Receiver is appointed, by,
 - A. the court or body having jurisdiction under the law pursuant to which the order was made to enable the Receiver to contest the order; or
 - B. the court having jurisdiction in bankruptcy for the purposes of assessing the economic viability of complying with the order; or
- (iii) if the Receiver had, before the order was made, abandoned or renounced or been divested of any interest in any real property affected by the condition or damage.

Nothing in this Order shall derogate from the protection afforded to the Receiver by section 14.06 of the BIA or any other applicable legislation.

LIMITATION ON THE RECEIVER'S LIABILITY

- 16. Except for gross negligence or wilful misconduct, as a result of its appointment or carrying out the provisions of this Order the Receiver shall incur no liability or obligation that exceeds an amount for which it may obtain full indemnity from the Property. Nothing in this Order shall derogate from any limitation on liability or other protection afforded to the Receiver under any applicable law, including, without limitation, Sections 14.06, 81.4(5) or 81.6(3) of the BIA.

RECEIVER'S ACCOUNTS

- 17. The Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements and the Receiver and counsel to the Receiver shall be entitled to, and are hereby granted, a charge (the "**Receiver's Charge**") on the Property as security for such fees and disbursements both before and after the making of this Order in respect of these proceedings and, subject to paragraph 17A hereof, the Receivers' Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4) and 81.6(2) of the BIA.
- 17A. Canada Revenue Agency ("CRA") has raised the issue of whether and to what extent it can be ordered that the Receiver's Charge and/or the Receiver's Borrowings Charge (as hereinafter defined) rank in priority to the CRA deemed trust claim for payroll source deductions made by the Debtor from the wages of their employees as required by the *Income Tax Act* (Canada); the *Canada Pension Plan*, the *Employment Insurance Act* (Canada) and counterpart provisions in respect of provincial income tax in provincial fiscal statutes and GST collected pursuant to the *Excise Tax Act* (the "Federal Priority Issue"). The hearing of the Federal Priority Issue shall be adjourned to be heard and decided by the Court at a later date to be determined by the Court, if the matter is not resolved in writing as among the Applicant, the Receiver and CRA.
- 18. The Receiver and its legal counsel shall pass their accounts from time to time.
- 19. Prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

20. The Receiver shall be at liberty and is hereby empowered to borrow, by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not at any time exceed \$500,000.00 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. Subject to paragraph 17A, the whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "**Receiver's Borrowings Charge**") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges set out in sections 14.06(7), 81.4(4) and 81.6(2) of the BIA.
- 20A. The Receiver is granted leave to apply to the Court for an Order increasing the limit of the Receiver's Borrowings Charge.
21. Neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.
22. The Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "A" hereto (the "**Receiver's Certificates**") for any amount borrowed by it pursuant to this Order.
23. The monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

ALLOCATION

24. Any interested party may apply to this Court, on notice to any other party likely to be affected, for an order allocating the Receiver's Charge and Receiver's Borrowings Charge amongst the various assets comprising the Property.

GENERAL

25. The Receiver may, from time to time, apply to this Court for advice and directions in the discharge of its powers and duties hereunder.
26. Nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtor.
27. Unless otherwise ordered by this Court, the Receiver will report to the Court from time to time, which reporting is not required to be in affidavit form and shall be considered by this Court as evidence.
28. 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 Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

29. The Receiver 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 for the recognition that the Receiver 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.
30. The Applicant shall have its costs of this application, up to and including entry and service of this Order, provided for by the terms of the Applicant's security or, if not so provided by the Applicant's security, then on a substantial indemnity basis to be paid by the Receiver from the Debtor's estate with such priority and at such time as this Court may determine.
31. Any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

NOTICE AND SERVICE

32. The Applicant shall, within ten (10) days of the date of this Order, cause a true copy of this Order to be served by prepaid ordinary mail on all Persons to whom the Receiver is required to send notice pursuant to section 245(1) of the BIA (the "Notice").
33. The Notice shall be deemed to have been received on the seventh day after mailing.
34. The Notice served pursuant to paragraph 32 above shall be accompanied by a cover letter in the form attached as Schedule "B" to this Order.
35. The Electronic Case Information and Service Protocol attached as Schedule "C" hereto (the "Protocol") is approved and adopted for these proceedings. Terms which are capitalized herein but otherwise not defined shall bear the respective meanings ascribed to them in the Protocol. Service of documents made in accordance with the Protocol shall (subject to review by the Court at the time of any application) constitute valid and effective service. A Case Website shall be established in accordance with the Protocol with the following URL: <https://www.insolvencies.deloitte.ca/en-ca/Pages/SwiftHotelsGroupLtd.aspx>. Applications made in respect of this matter may be made upon three days' notice.
36. The failure of any Person to forward a Request for Electronic Service or a Request for Facsimile Service to the Service List Keeper shall release the Receiver, the Applicant, and 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 request for such service is received from such Person by each of the counsel for the Receiver and the Applicant.
37. The Applicant and the Receiver 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 Applicant.

ISSUED at the City of Swift Current, in the Province of Saskatchewan, this 28th day of November, 2019


DEPUTY LOCAL REGISTRAR

This document was delivered by:

| | |
|-----------------------------------|---|
| Name of firm: | Olive Waller Zinkhan & Waller LLP |
| Name of lawyer in charge of file: | Randall M. Sandbeck Q.C. / Shelley L. Joyce |
| Address of legal firm: | 1000 - 2002 Victoria Avenue Regina, SK S4P 0R7 |
| Telephone number: | 306-359-1888 |
| Fax number: | 306-352-0771 |
| Email address: | rsandbeck@owzw.com / sjoyce@owzw.com |

TO:

- a) Local Registrar, Judicial Centre of Regina
121 Lorne Street West, Swift Current, SK S9H 0J4, Fax: (306) 778-8581
- b) Those persons listed on the Service List filed with the Court.

SCHEDULE "A"

RECEIVER'S CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that Deloitte Restructuring Inc., the receiver (the "Receiver") of the assets, undertakings and properties of Swift Hotels Group Ltd. (the "Debtor") acquired for, or used in relation to the Debtor's business, including all proceeds thereof (the "Property") appointed by Order of the Honourable Mr. Justice R.S. Smith of the Court of Queen's Bench of Saskatchewan (the "Court") issued the 28th day of November, 2019 (the "Order") made in action Q.B. No. 61 of 2018, Judicial Centre of Swift Current, has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of \$ _____, being part of the total principal sum of \$500,000.00 which the Receiver is authorized to borrow under and pursuant to the Order.
2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily] [monthly not in advance on the ____ day of each month] after the date hereof at a notional rate per annum equal to the rate of ____ per cent above the prime commercial lending rate of Bank of _____ from time to time.
3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property (as defined in the Order), in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act* (Canada) and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.
4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at _____.
5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.
6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.
7. The Receiver does not undertake any personal liability to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the _____ day of _____, 20____.

Deloitte Restructuring Inc., solely in its capacity as Receiver of the Property, and not in its personal capacity

Per: _____
Name:
Title:

SCHEDULE "B"

COVER LETTER OF DEMAND FOR NOTICE

[Date]

[Address]

[Address]

[Address]

[Address]

Attention:

RE: IN THE MATTER OF THE RECEIVERSHIP OF SWIFT HOTELS GROUP LTD.

A Receiver has been appointed by Order of the Court of Queen's Bench for Saskatchewan over the property, assets and undertaking of Swift Hotels Group Ltd.. A copy of the Court Order appointing Deloitte Restructuring Inc. as Receiver is posted on the Case Website at: <https://www.insolvencies.deloitte.ca/en-ca/Pages/SwiftHotelsGroupLtd.aspx>.

You may wish to monitor these proceedings. If you wish to do so, you may obtain up to date information respecting all court matters, including court applications and Receiver's reports by accessing the Case Website at <https://www.insolvencies.deloitte.ca/en-ca/Pages/SwiftHotelsGroupLtd.aspx>.

If at any time, you would like to be served with court documents relating to further proceedings in relation to this matter, please review the Electronic Case Information and Service Protocol (the "**Protocol**") set forth in Schedule "C" to the Order and complete and transmit a Request for Electronic Service (or where permitted a Request for Facsimile Service) to each of the following persons:

1. Innovation Credit Union
c/o Olive Waller Zinkhan & Waller LLP
Attention: Randall M. Sandbeck, Q.C. / Shelley L. Joyce
Email: rsandbeck@owzw.com / sjoyce@owzw.com
Fax: (306) 352-0771
2. Deloitte Restructuring Inc.
c/o MLT Aikins LLP
Attention: Jeff Lee, Q.C.
Email: jmlee@mltaikins.com
Fax: (306) 975-7145

If you do not properly complete a request for service and forward that request by email to each of the above-referenced persons indicating that you require to be served with court documents in these proceedings, then you will not receive, nor will you be entitled to receive, any further notice of the proceedings.

DEMAND FOR NOTICE

TO:

1. Innovation Credit Union
c/o Olive Waller Zinkhan & Waller LLP
Attention: Randall M. Sandbeck, Q.C. / Shelley L. Joyce
Email: sjoyce@owzw.com
Fax: (306) 352-0771

2. Deloitte Restructuring Inc.
c/o MLT Aikins LLP
Attention: Jeff Lee, Q.C.
Email: jmlee@mmtaikins.com
Fax: (306) 975-7145

Re: In the Matter of the Receivership of Swift Hotels Group Ltd.

I hereby request that notice of all further proceedings in the above Receivership be sent to me in the following manner:

- (a) by email, at the following email address:

_____, or

- (b) I do not have the ability to receive electronic mail, and am therefore eligible to request, and do hereby request, notice by facsimile at the following facsimile number:

_____.

Signature: _____

Name of Creditor: _____

Address of Creditor: _____

Phone Number: _____

SCHEDULE "C"

Electronic Case Information and Service Protocol

APPLICATION

1. This Electronic Case Information and Service Protocol shall apply to this proceeding except as otherwise ordered by the Court.

DEFINITIONS

2. For the purposes of this Protocol, the following capitalized terms shall have the meanings ascribed below:
 - (a) "**Case Website**" means the website referenced in paragraph 35 of the Implementation Order;
 - (b) "**Court**" means the Court of Queen's Bench for Saskatchewan, sitting in bankruptcy if applicable;
 - (c) "**Court Document**" means a document in this proceeding which must be served for the purposes of this proceeding and/or is to be filed, or has been filed or issued in the Court, including:
 - (i) originating applications;
 - (ii) notices of application;
 - (iii) affidavits;
 - (iv) reports of a Court Officer;
 - (v) briefs of law;
 - (vi) books of authorities;
 - (vii) draft orders;
 - (viii) fiats; and
 - (ix) issued orders;
 - (d) "**Court Officer**" means the receiver, monitor or proposed trustee appointed by or reporting to the Court in this proceeding;
 - (e) "**Creditor List**" means the list of creditors to be compiled in accordance with the terms of the Implementation Order;
 - (f) "**Email**" means electronic mail transmitted to a specified addressee or addresses;
 - (g) "**Email Address List**" means the Word Format list provided for in paragraph 23 of this Protocol;
 - (h) "**Hyperlink**" means an active link located within an Email message or on a website, by which means an interested person can click to be linked to a document or part of a document on the Case Website;

- (i) **"Implementation Order"** means the order of the Court to which this Protocol is scheduled, and by which this Protocol is implemented;
- (j) **"PDF Format"** means the Portable Document Format compatible with a number of programs, including Adobe Acrobat and Acrobat Reader;
- (k) **"Protocol"** means this Electronic Case Information and Service Protocol;
- (l) **"Request for Electronic Service"** or **"RES"** means a request in the form appended to this Protocol as Appendix 1;
- (m) **"Request for Facsimile Service"** or **"RFS"** means a request in the form appended to this Protocol as Appendix 2;
- (n) **"Request for Removal from Service List"** or **"RFR"** means a request in the form appended to this Protocol as Appendix 3;
- (o) **"Service List"** means the list to be created pursuant to paragraphs 16 to 19 of this Protocol;
- (p) **"Service List Keeper"** means the person(s) appointed to keep the Service List pursuant to paragraph 16 of this Protocol;
- (q) **"Supplementary Email Address List"** has the meaning given to it in paragraph 26(b) of this Protocol;
- (r) **"Supplementary Service List"** has the meaning given to it in paragraph 26(a) of this Protocol;
- (s) **"URL"** means a Uniform Resource Locator which acts as an address for a webpage or Hyperlink;
- (t) **"Web Host"** means that person or persons appointed by the Court Officer for the purposes of hosting and maintaining the Case Website and receiving and posting case information to the Case Website as provided for in the Implementation Order and in this Protocol; and
- (u) **"Word Format"** means a format compatible with Microsoft Word

CASE WEBSITE

3. The Case Website shall be established in accordance with the Implementation Order.
4. The Case Website shall be hosted by the Web Host.
5. The Case Website shall be designed to ensure easy public access thereto and to any documents posted thereon. The Case Website shall be specifically devoted to the posting, organization, storage and display of electronic versions of Court Documents and other related documents as provided for herein.
6. The Web Host shall post the following categories of documents, as served or to be served:
 - (a) originating applications;
 - (b) notices of application;
 - (c) affidavits, including exhibits, and other material filed by a moving or responding party with respect to an application;

- (d) briefs and written arguments filed by any party with respect to an application;
 - (e) books of authorities (where the Web Host, in its discretion, determines that a book of authorities should be posted);
 - (f) reports filed by the Court Officer;
 - (g) orders, fiats, endorsements and judgments;
 - (h) the current version of the Service List and Email Address List;
 - (i) the name and Email address of each of the Service List Keeper(s) and the Web Host(s); and
 - (j) any document that requires dissemination to interested parties, such as summaries of claims processes, proof of claim forms, notices of creditor meetings, plan disclosure statements, plans of reorganization and voting letters, as requested by a party or the Court Officer.
7. Documents that have been sealed by Court order and documents in respect of which sealing orders have been or are being requested shall not be posted on the Case Website.
 8. The Web Host may post other case-related information to the Case Website in its discretion. Nothing in this Protocol shall affect any requirements set out in any legislation or regulations with respect to the posting of documents to a website by the Court Officer.
 9. To the extent practicable, the Web Host shall post links to foreign proceedings related to this proceeding on the Case Website.
 10. If the Web Host is uncertain whether a document should be posted on the Case Website, the Web Host may seek directions from the Court.
 11. Any party intending to bring an application in this proceeding shall, if reasonably practicable, provide an electronic copy of Court Documents to be served to the Web Host for posting on the Case Website prior to service to facilitate service by use of Hyperlink.
 12. The Web Host shall use its best efforts to post documents provided to it by a party to these proceedings in PDF Format on the Case Website as soon as practicable.
 13. The Web Host shall maintain the Case Website for a period of at least six months after the earlier of the completion of this proceeding or the discharge of the Court Officer.
 14. The Web Host is entitled to charge for the time spent maintaining the Case Website at its usual hourly rates. No additional charges or fees may be claimed with respect to the establishment and maintenance of the Case Website.
 15. The Web Host shall use its best efforts to maintain the Case Website in a current and complete state. In addition to any other protection that may be available to the Web Host by statute or court order the Web Host shall incur no liability or obligation in carrying out the provisions of this Protocol and, in particular, with respect to the creation and maintenance of the Case Website, except as a result of any gross negligence or wilful misconduct on the part of the Web Host.

SERVICE LIST

16. Prior to serving notice of the Implementation Order, the Court Officer shall designate and identify, in conjunction with service thereof, a person or persons who shall be responsible for keeping the Service List in this proceeding (the "**Service List Keeper**").

17. Following service of the Implementation Order, the Service List Keeper shall prepare the initial Service List for this proceeding, which shall include:
 - (a) counsel for the applicant in the proceeding;
 - (b) the Court Officer appointed in the matter and counsel for the Court Officer; and
 - (c) counsel for any party who appeared at the application giving rise to the Implementation Order.
18. Thereafter, the Service List Keeper shall add to the Service List in a timely manner:
 - (a) any person completing and delivering to the Service List Keeper a Request for Electronic Service (or RES) in the form contained in Appendix 1;
 - (b) any person (other than legal counsel, who are required to receive service by Email) completing and delivering to the Service List Keeper a Request for Facsimile Service (or RFS) in the form contained in Appendix 2, in which they certify that they do not have access to Email; and
 - (c) any other person as the Court may order.
19. The Service List shall list names, addresses, Email addresses, facsimile numbers (where permitted pursuant to this Protocol) and telephone numbers (if available) of the persons thereon.
20. Upon adding a person to the Service List, the Service List Keeper shall send an Email (or where permitted, facsimile) message to that person identifying themselves as the Service List Keeper and advising that:
 - (a) the person has been placed upon the Service List,
 - (b) Court Documents will be validly served upon the person by Email (or where permitted, facsimile); and
 - (c) any person on the Service List may serve Court Documents on any other person on the Service List in accordance with this Protocol.
21. Any person on the Service List may request in writing that the Service List Keeper remove that person by delivering a Request for Removal from Service List (or RFR) in the form contained in Appendix 3. Upon receipt of any such request, the Service List Keeper shall comply with the request. Subject to order of the Court, upon removal, any such person will no longer be entitled to service of documents or notice of further proceedings.
22. Those persons who are interested in monitoring a proceeding but are not required to be served with Court Documents are not to be placed on the Service List. Such persons should monitor this proceeding by accessing the Case Website.
23. In addition to the Service List, the Service List Keeper shall create and maintain a document, capable of being copied in Word Format, which contains the up to date Email addresses of all persons on the Service List (the "**Email Address List**"). The purpose of the Email Address List is to allow persons on the Service List to copy and paste the Email addresses of the persons listed on the Service List into Emails for the purpose of serving Court Documents. This process is designed to avoid service of Court Documents using out of date or inaccurate Service Lists, and to discourage the undesirable practice of serving Court Documents by a "reply to all" on a previous Email.
24. The Service List Keeper shall, on a timely and periodic basis, provide an updated copy of the Service List and of the Email Address List to the Web Host for posting on the Case Website.

25. The Service List Keeper shall use its best efforts to maintain the Service List and Email Address List in a current and accurate state. In addition to any other protection that may be available to the Service List Keeper by reason of statute or court order, the Service List Keeper shall incur no liability in carrying out the provisions of this Protocol and, in particular, with respect to the creation or maintenance of the Service List and Email Address List, except for any gross negligence or wilful misconduct on its part.
26. During the course of this proceeding, certain applications may require service of Court Documents on respondents with an interest in that particular application only (for example, service on lien claimants with an interest only in a specific property which is the subject of a proposed sale approval and vesting order). In such circumstances:
 - (a) the party bringing the application shall prepare a service list identifying only the respondents that the applicant is required to serve or otherwise wishes to serve (a "**Supplementary Service List**");
 - (b) the party bringing the application shall prepare an Email address list corresponding to the Supplementary Service List (a "**Supplementary Email Address List**");
 - (c) the body of the original service Email shall note that the entire Service List has not been served;
 - (d) the party bringing the application shall append the Supplementary Service List and Supplementary Email Address List to the original service Email; and
 - (e) the affidavit of service with respect to that application shall include the Supplementary Service List.

SERVICE OF DOCUMENTS

27. Unless otherwise ordered by the Court, and except as provided herein, Email shall be the required mechanism to serve Court Documents on those persons referenced on the Service List.
28. All Court Documents shall be served by Email by way of a PDF Format file attached to, or by Hyperlink to such Court Document(s) embedded in, a service Email.
29. Any party wishing to serve a Court Document in this proceeding shall serve them upon the recipients listed in the current the Email Address List posted on the Case Website, as well as any recipients listed in the Service List entitled to service other than by e-mail pursuant to this Protocol. If possible, the serving party shall first make enquiries of the Service List Keeper to determine if the Service List Keeper is aware of any person who has filed a request to be added to the Service List or the Email Address List who has not yet been added.
30. Originating Applications, Notices of Application and any other document specified by court order shall be appended in PDF Format to the service Email.
31. All other documents shall, unless it is impracticable to do so by reason of time constraints or otherwise, be served by way of a Hyperlink embedded in the service Email, in accordance with the following:
 - (a) Any party filing material with the Court in these proceedings may request that the Web Host post documents (including Court Documents) to the Case Website. Any such document shall be provided in PDF Format. The Web Host shall post such documents as soon as practicable. The Web Host shall retain the discretion to refuse documents which do not appear to comply with the requirements of this Protocol. The Web Host shall inform the party providing

documents immediately upon posting, and provide Hyperlink information for each such document.

- (b) Where a party is serving more than one document by Email by way of Hyperlink, the service Email shall specify each document being served and shall include a separate Hyperlink for each such document being served.

32. A service Email shall:

- (a) clearly state in the subject line of the Email:
 - (i) notification that a Court Document is being served;
 - (ii) a recognizable short form name of this proceeding; and
 - (iii) the nature of this proceeding or the order being served;
- (b) identify the document(s) being served and:
 - (i) where the document(s) is/are attached, so indicate, with the identified documents attached in PDF Format with identifying filenames;
 - (ii) where the document(s) is/are being served by Hyperlink, so indicate and link the document(s) by Hyperlink to the Case Website. Where a party is serving more than one document in this manner, the service Email shall specify each document being served and shall include a separate Hyperlink for each such document being served;
- (c) identify the party serving the Court Document; and
- (d) provide the date of the proceeding and any other specific information with respect to the proceeding such as, for example, a specific commencement time or court location if known, in substantial accordance with format set forth in Appendix 4.

33. Where service by facsimile is authorized:

- (a) the transmission shall contain a copy of the service Email and of any document attached thereto;
- (b) the facsimile cover sheet shall contain the following notation:

You are being served by fax with court documents, pursuant to the Order of the Court of Queen's Bench for Saskatchewan made <insert date> and in particular, the provisions of paragraphs <insert paragraph numbers> thereof. You may view that Order at the Case Website, and this transmission and reference to that document constitutes service of that Order upon you.

Particulars of the documents to be served and other information related to the associated Court matter are contained in the message following.

Please note that documents referenced in the following message but which are not attached to this transmission may be viewed at the Case Website located at <insert a list of documents and the URL for each document>.

34. Upon serving documents not already posted on the Case Website, the serving party shall immediately send an electronic copy of each to the Web Host, with a request to post the documents.

35. If a serving party receives notification of an Email or facsimile transmission failure, they shall make reasonable efforts to ensure that successful transmission of the Court Document occurs or that the Court Documents and related information come to the attention of the intended recipient or his or her firm.
36. Even though a Court Document has been served in accordance with this Protocol, a person may show that the Court Document:
 - (a) did not come to the person's notice;
 - (b) came to the person's notice later than when it was served or effectively served; or
 - (c) was incomplete or illegible.
37. Each party serving a Court Document in accordance with this Protocol shall prepare an affidavit of service containing the particulars of the service including the Service List served, the Email addresses to which Court Documents were sent and the time of the Emailing. A copy of the affidavit of service shall be filed with the Court.
38. Where, by the nature of the matter before the Court, it is appropriate to serve persons that are not on the Service List, any Court Document may be served 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 Creditor List, 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 seventh day after mailing;
 - (b) if the person is not listed on the Creditor List, 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 applicant or the Court Officer or as otherwise publicly available; and
 - (c) otherwise, by service effected in accordance with *The Court of Queen's Bench Rules*.

APPENDIX 1

REQUEST FOR ELECTRONIC SERVICE ("RES")

Please refer to important notes below.

| | |
|--|---|
| COURT OF QUEEN'S BENCH FOR SASKATCHEWAN | |
| In Bankruptcy and Insolvency | |
| In the Matter of the Receivership of: | |
| Swift Hotels Group Ltd. (the "Debtor") | |
| < Insert URL for Case Website > | |
| Legal Counsel to Person listed below: (please provide firm name, lawyer's name, address and Email address) Please indicate your preference (by checking applicable box below): <input type="checkbox"/> Serve counsel only <input type="checkbox"/> Serve counsel & person listed below | Law Firm Name: _____ Lawyer Name: _____ Address: _____ _____ Email address: _____ |
| Name of Person requesting Service: (please provide full legal name, address, Email address and describe legal relationship to the Debtor) | Name: _____ Address: _____ _____ Email address: _____ |

Date: (insert current date)

Date: _____

I acknowledge having read the Saskatchewan Court of Queen's Bench Electronic Case Information and Service Protocol. I hereby request to be placed on the Service List. By so doing, I agree that the person(s) named above that each accepts service by electronic means in this matter and will be bound by that service:

Name and Position of Person Making Request

PLEASE RETURN SIGNED COPY OF FORM TO THE SERVICE LIST KEEPERS, ALEXIS FRENCH and JOHN FRITZ:

afrench@owzw.com

jofritz@deloitte.ca

Phone: (306) 347-2124

Phone: (204) 944-3586

Fax: (306) 352-0771

Fax: (204)947-2689

IMPORTANT NOTES

1. The Service List is intended to provide a timely and efficient method for effecting service in bankruptcy and insolvency in accordance with the Electronic Case Information and Service Protocol, a copy of which has been posted at <https://www.insolvencies.deloitte.ca/en-ca/Pages/SwiftHotelsGroupLtd.aspx>.
2. Persons interested solely in monitoring the proceedings should do so by reference to the Case Website noted above and should not request to be placed on the Service List.
3. By filing this RES form, you hereby agree that that you and any other person referenced herein accepts service by facsimile transmsion as the sole means of service and will be bound by that service.
4. Parties residing outside of Saskatchewan should consider whether, based on substantive law, the delivery of an RES constitutes an attornment to the Saskatchewan proceedings.

APPENDIX 2

REQUEST FOR FACSIMILE SERVICE ("RFS")

(only available to parties not having access to Email)

Please refer to important notes below.

| | |
|---|--|
| COURT OF QUEEN'S BENCH FOR SASKATCHEWAN | |
| In Bankruptcy and Insolvency | |
| In the Matter of the Receivership of: | |
| Swift Hotels Group Ltd. | |
| < Insert URL for Case Website > | |
| Name of Person requesting Service: (please provide full legal name, address, Email address and describe legal relationship to the Debtor) | Name: _____ Address: _____ Facsimile number: _____ |
| Date: (insert current date) | Date: _____ |

I acknowledge having read the Saskatchewan Court of Queen's Bench Electronic Case Information and Service Protocol. I hereby request to be placed on the Service List.

I hereby certify that I do not have access to Email, and that I require to be given notice of and to be served with documents by way of facsimile transmission.

By so doing, I agree that I accept service by facsimile in this matter and will be bound by that service:

Name and Position of Person Making Request

PLEASE RETURN SIGNED COPY OF FORM TO THE SERVICE LIST KEEPERS, ALEXIS FRENCH and JOHN FRITZ:

afrench@owzw.com

Phone: (306) 347-2124

Fax: (306) 352-0771

jofritz@deloitte.ca

Phone: (204) 944-3586

Fax: (204)947-2689

IMPORTANT NOTES:

1. The Service List is intended to provide a timely and efficient method for effecting service in bankruptcy and insolvency in accordance with the Electronic Case Information and Service Protocol, a copy of which has been posted at <https://www.insolvencies.deloitte.ca/en-ca/Pages/SwiftHotelsGroupLtd.aspx>.
2. Persons interested solely in monitoring the proceedings should do so by reference to the Case Website noted above and should not request to be placed on the Service List.
3. By filing this RFS form, you hereby agree that you accept service by facsimile transmission as the sole means of service and will be bound by that service.
4. Parties residing outside of Saskatchewan should consider whether, based on substantive law, the delivery of an RFS constitutes an attornment to the Saskatchewan proceedings.

APPENDIX 3

REQUEST FOR REMOVAL FROM SERVICE LIST ("RFR")

Please refer to important notes below.

| | |
|--|--|
| COURT OF QUEEN'S BENCH FOR SASKATCHEWAN | |
| In Bankruptcy and Insolvency | |
| In the Matter of the Receivership of: | |
| Swift Hotels Group Ltd. | |
| < Insert URL for Case Website > | |
| Name of Person or Counsel requesting Removal from Service List: (please provide full legal name, address, Email address (or facsimile number)) | Name: _____ Address: _____ _____ Email address: _____ |
| Date: (insert current date) | Date: _____ |

I wish to opt out of all further notice of these proceedings, and hereby request to be removed from the Service List.

I understand and acknowledge that delivery of this request to any party to this proceeding relieves all parties to this proceeding from any requirement to provide further notice of any steps in these proceedings to me.

I hereby represent that I am the person named above or have authority to deliver this request on behalf of such person.

Name and Position of Person Making Request

PLEASE RETURN SIGNED COPY OF FORM TO THE SERVICE LIST KEEPERS, ALEXIS FRENCH and JOHN FRITZ:

afrench@owzw.com

Phone: (306) 347-2124

Fax: (306) 352-0771

jofritz@deloitte.ca

Phone: (204) 944-3586

Fax: (204)947-2689

APPENDIX 4

FORMAT FOR SERVICE EMAILS

TO: <Email addresses of parties to be served>
FROM: <Email address of party serving documents>
SUBJECT: Service of Court Documents - QB No. 61 of 2018, Judicial Centre of Swift Current – Receivership of Swift Hotels Group Ltd.

ATTACHMENTS: <Documents Attached to Email>

You are hereby served with the Court Documents referenced below by <Name of Counsel> of <Name of Firm>, legal counsel for <Name of Party Represented> <Email address for service of counsel serving>.

The following Court Documents for service are attached to this Email:

| <u>Name of Document</u> | <u>Filename</u> |
|--|-----------------|
| <enumerated list of documents and filenames> | |

The following Court Documents for service are posted on the Case Website and can be accessed by way of the links embedded in the filenames below:

| <u>Name of Document</u> |
|---|
| <enumerated list of documents with embedded Hyperlinks> |

[If required] This matter will be heard on <day>, <date> at <time> before <Justice of the Court if known> at the courthouse at <City>, located at <address>.

This Email is effecting service of court documents pursuant to the Order of the Court of Queen's Bench made <insert date > and in particular, the provisions of paragraphs <insert paragraph numbers> thereof. You may view that Order by clicking <here (with embedded link)>, and this Email constitutes service of that order upon you.

You are receiving this Email because you have filed a request for service of documents in this proceeding with Alexis French or John Fritz. If you do not wish further notice of these proceedings (which includes service of all court documents) you may contact Alexis French at afrench@owzw.com or John Fritz at jofritz@deloitte.ca and ask to be removed.

CONTACT INFORMATION AND ADDRESS FOR SERVICE

| | |
|-----------------------------------|---|
| Name of firm: | Olive Waller Zinkhan & Waller LLP |
| Name of lawyer in charge of file: | Randall M. Sandbeck Q.C. / Shelley L. Joyce |
| Address of legal firm: | 1000 - 2002 Victoria Avenue Regina, SK S4P 0R7 |
| Telephone number: | 306-359-1888 |
| Fax number: | 306-352-0771 |
| Email address: | rsandbeck@owzw.com / sjoyce@owzw.com |

Exhibit B – Receiver’s Correspondence to Royal Bank of Canada

November 28, 2019

VIA FAX: 1-403-292-2177

Royal Bank of Canada
75 Crowfoot Way NW
Calgary, AB T3G 2R2

Attention: Ms. Daylene Johnson

Dear Ms. Johnson:

Subject: Swift Hotels Group Ltd. – Account #1010677 (02949)

Please be advised that Deloitte Restructuring Inc. was appointed as Receiver of Swift Hotels Group Ltd. on November 28, 2019 by the Court of Queen's Bench for Saskatchewan. We are attaching a copy of the court order for your reference.

Please have the above bank account frozen and placed on "deposit only" until further notice.

We further request that you provide to our office, details of all account activity from November 25, 2019 to current. Also, please advise our office if any other accounts are in the name of Swift Hotels Group Ltd. at your institution.

Please contact Todd Dew at (204)926-8937 (or tdew@deloitte.ca) if you have any further questions.

Yours truly,

DELOITTE RESTRUCTURING INC.

In its capacity as Receiver of
Swift Hotels Group Ltd.
and not in its personal capacity.

per 

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

Enclosure

Exhibit C – Royal Bank of Canada Account Details



Image Search

In-basket

Send Copy Tracking

Transaction History

Statements &
Documents

Worklist Search

[Transaction History Search](#)
[Results](#)

Transaction History

SRF Number: 574733788 Transit / Account: 02949-1010677 Date (yyyy/mm/dd): 2019/11/21-2019/12/05

1-71 of 71

Page 1 of 1

| <input type="checkbox"/> | View | Send Copy | Modify Search | New Search | | | | | |
|--------------------------|--------------------------------------|----------------------------|--|----------------------------|----------------------------|--------------------------|------------------------|---------------------------|--|
| <input type="checkbox"/> | Date (yyyy/mm/dd) | T/C | Description | Serial # | Item Seq. # | Debits/Cheques | Credits/Deposits | Balance | |
| 1 | <input type="checkbox"/> | 2019/11/21 | 302 ACCOUNT PAYABLE PMT -VALARD CONST LP | | 8001243889 | | 104.26 | | |
| 2 | <input type="checkbox"/> | 2019/11/21 | 302 MISC PAYMENT - ELAVON MRCH SVC | | 93545520 | | 4,347.23 | | |
| 3 | <input type="checkbox"/> | 2019/11/21 | 312 MISC PAYMENT -AMEX 9323186834 | | 8004712824 | | 140.21 | | |
| 4 | <input type="checkbox"/> | 2019/11/21 | 312 ACCOUNT PAYABLE PMT -CRESCENT POINT | | 8002459374 | | 332.97 | | |
| 5 | <input type="checkbox"/> | 2019/11/21 | 469 BUSINESS PAD -TCFC | | 8002592391 | 87.38 | | | |
| 6 | <input type="checkbox"/> | 2019/11/21 | 469 BUSINESS PAD -TCFC | | 8002592881 | 500.00 | | | |
| 7 | <input type="checkbox"/> | 2019/11/21 | 469 BUSINESS PAD - EXPEDIA LODGING | | 8004241959 | 1,071.75 | | | |
| 8 | <input type="checkbox"/> | 2019/11/21 | 480 CHEQUE - 791 | 791 | 9537038990 | 276.00 | | | |
| 9 | <input type="checkbox"/> | 2019/11/21 | 480 CHEQUE - 789 | 789 | 9537011941 | 430.11 | | 43,495.49 | |
| 10 | <input type="checkbox"/> | 2019/11/22 | 300 BR TO BR - 8258 | 273 | 99272447 | | 1,291.20 | | |
| 11 | <input type="checkbox"/> | 2019/11/22 | 302 MISC PAYMENT - ELAVON MRCH SVC | | 93622062 | | 8,444.09 | | |
| 12 | <input type="checkbox"/> | 2019/11/22 | 312 MISC PAYMENT -AMEX 9323186834 | | 8004728302 | | 210.86 | | |
| 13 | <input type="checkbox"/> | 2019/11/22 | 312 ACCOUNT PAYABLE PMT -CERVUS EQUIPMEN | | 8004675526 | | 758.95 | | |
| 14 | <input type="checkbox"/> | 2019/11/22 | 469 BUSINESS PAD -TCFC | | 8002581982 | 70.07 | | | |
| 15 | <input type="checkbox"/> | 2019/11/22 | 469 BUSINESS PAD -TCFC | | 8002582528 | 500.00 | | | |
| 16 | <input type="checkbox"/> | 2019/11/22 | 480 CHEQUE - 786 | 786 | 9537523540 | 203.96 | | 53,426.56 | |
| 17 | <input type="checkbox"/> | 2019/11/25 | 714 CASH WITHDRAWAL | | 99276185 | 7,500.00 | | | |
| 18 | <input type="checkbox"/> | 2019/11/25 | 714 CASH WITHDRAWAL | | 99276184 | 10,000.00 | | | |
| 19 | <input type="checkbox"/> | 2019/11/25 | 302 MISC PAYMENT -AMEX 9323186834 | | 8004416337 | | 721.87 | | |
| 20 | <input type="checkbox"/> | 2019/11/25 | 302 MISC PAYMENT - ELAVON MRCH SVC | | 93732943 | | 5,277.83 | | |
| 21 | <input type="checkbox"/> | 2019/11/25 | 302 MISC PAYMENT - ELAVON MRCH SVC | | 93727633 | | 6,368.57 | | |
| 22 | <input type="checkbox"/> | 2019/11/25 | 302 MISC PAYMENT - ELAVON MRCH SVC | | 93945689 | | 13,080.20 | | |
| 23 | <input type="checkbox"/> | 2019/11/25 | 312 MISC PAYMENT -AMEX 9323186834 | | 8004650510 | | 112.04 | | |
| 24 | <input type="checkbox"/> | 2019/11/25 | 469 BUSINESS PAD -TCFC | | 8002016266 | 113.23 | | | |
| 25 | <input type="checkbox"/> | 2019/11/25 | 469 BUSINESS PAD -TCFC | | 8002015890 | 500.00 | | 60,873.84 | |
| 26 | <input type="checkbox"/> | 2019/11/26 | 302 MISC PAYMENT - ELAVON MRCH SVC | | 93481255 | | 1,122.61 | | |
| 27 | <input type="checkbox"/> | 2019/11/26 | 312 MISC PAYMENT -AMEX 9323186834 | | 8004720314 | | 489.12 | | |
| 28 | <input type="checkbox"/> | 2019/11/26 | 469 BUSINESS PAD -TCFC | | 8002464064 | 345.20 | | | |
| 29 | <input type="checkbox"/> | 2019/11/26 | 469 BUSINESS PAD -TCFC | | 8002464419 | 500.00 | | | |
| 30 | <input type="checkbox"/> | 2019/11/26 | 469 MISC PAYMENT - SYSCO REGINA | | 8004535536 | 2,997.40 | | 58,642.97 | |
| 31 | <input type="checkbox"/> | 2019/11/27 | 714 CASH WITHDRAWAL | | 99271786 | 8,258.50 | | | |
| 32 | <input type="checkbox"/> | 2019/11/27 | 302 MISC PAYMENT - ELAVON MRCH SVC | | 93427097 | | 5,765.20 | | |
| 33 | <input type="checkbox"/> | 2019/11/27 | 312 MISC PAYMENT -AMEX 9323186834 | | 8004549581 | | 103.25 | | |
| 34 | <input type="checkbox"/> | 2019/11/27 | 469 BUSINESS PAD -TCFC | | 8002491997 | 62.64 | | | |
| 35 | <input type="checkbox"/> | 2019/11/27 | 469 BUSINESS PAD -TCFC | | 8002491813 | 500.00 | | 55,690.28 | |
| 36 | <input type="checkbox"/> | 2019/11/28 | 714 BR TO BR - 9219 | | 99271249 | 20,008.50 | | | |
| 37 | <input type="checkbox"/> | 2019/11/28 | 714 CASH WITHDRAWAL | | 99271248 | 32,008.50 | | | |

| | | | | | | | | |
|--------------------------|--------------------------|----------------------------|---------------------|--|----------------------------|--------------------------|--|---------------------------|
| <input type="checkbox"/> | | | | | | | | |
| 38 | <input type="checkbox"/> | 2019/11/28 | 302 | ACCOUNT PAYABLE PMT -VALARD CONST LP | 8001419638 | | | 312.78 |
| 39 | <input type="checkbox"/> | 2019/11/28 | 302 | MISC PAYMENT - ELAVON MRCH SVC | 93639706 | | | 5,697.83 |
| 40 | <input type="checkbox"/> | 2019/11/28 | 312 | MISC PAYMENT -AMEX 9323186834 | 8004610309 | | | 870.73 |
| 41 | <input type="checkbox"/> | 2019/11/28 | 469 | BUSINESS PAD -TCFC | 8002817995 | 500.00 | | 10,054.62 |
| 42 | <input type="checkbox"/> | 2019/11/29 | 302 | MISC PAYMENT - ELAVON MRCH SVC | 93682746 | | | 8,285.78 |
| 43 | <input type="checkbox"/> | 2019/11/29 | 469 | BUSINESS PAD -TCFC | 8002020547 | 59.08 | | |
| 44 | <input type="checkbox"/> | 2019/11/29 | 469 | BUSINESS PAD -TCFC | 8002020558 | 500.00 | | 17,781.32 |
| 45 | <input type="checkbox"/> | 2019/12/02 | 673 | INTERAC E-TRF- 8931 | 8931 90534244 | 2,000.00 | | |
| 46 | <input type="checkbox"/> | 2019/12/02 | 302 | MISC PAYMENT -AMEX 9323186834 | 8004580642 | | | 735.61 |
| 47 | <input type="checkbox"/> | 2019/12/02 | 302 | MISC PAYMENT - ELAVON MRCH SVC | 96212119 | | | 3,265.28 |
| 48 | <input type="checkbox"/> | 2019/12/02 | 302 | MISC PAYMENT - ELAVON MRCH SVC | 96206425 | | | 5,038.61 |
| 49 | <input type="checkbox"/> | 2019/12/02 | 302 | MISC PAYMENT - ELAVON MRCH SVC | 93152951 | | | 11,085.05 |
| 50 | <input type="checkbox"/> | 2019/12/02 | 312 | MISC PAYMENT -AMEX 9323186834 | 8004753181 | | | 121.30 |
| 51 | <input type="checkbox"/> | 2019/12/02 | 315 | PAYROLL DEPOSIT - ALSCO CANADA | 93310107 | | | 110.99 |
| 52 | <input type="checkbox"/> | 2019/12/02 | 447 | MIN MDR08689887 | 95827096 | 20.00 | | |
| 53 | <input type="checkbox"/> | 2019/12/02 | 447 | MON FEE08689887 | 95827097 | 29.63 | | |
| 54 | <input type="checkbox"/> | 2019/12/02 | 464 | BILL PAYMENT -PAY- FILE FEES | 94643305 | 8.00 | | |
| 55 | <input type="checkbox"/> | 2019/12/02 | 469 | BUSINESS PAD -TCFC | 8002098517 | 33.35 | | |
| 56 | <input type="checkbox"/> | 2019/12/02 | 469 | MISC PAYMENT - ELAVON MRCH SVC | 8002979774 | 37.74 | | |
| 57 | <input type="checkbox"/> | 2019/12/02 | 469 | BUSINESS PAD -TCFC | 8002098481 | 500.00 | | |
| 58 | <input type="checkbox"/> | 2019/12/02 | 469 | BUSINESS PAD -Guest Supply | 8004611191 | 2,598.71 | | |
| 59 | <input type="checkbox"/> | 2019/12/02 | 469 | BUSINESS PAD - ELAVON MRCH SVC | 93638274 | 3,938.92 | | |
| 60 | <input type="checkbox"/> | 2019/12/02 | 991 | INT E-TRF FEE | 0 | 1.50 | | |
| 61 | <input type="checkbox"/> | 2019/12/02 | 192 | MONTHLY FEE | 99491054 | 50.00 | | |
| 62 | <input type="checkbox"/> | 2019/12/02 | 194 | ELECTRONIC ITEM FEE | 99491054 | 25.50 | | 28,894.81 |
| 63 | <input type="checkbox"/> | 2019/12/03 | 302 | MISC PAYMENT - ELAVON MRCH SVC | 93769750 | | | 1,348.69 |
| 64 | <input type="checkbox"/> | 2019/12/03 | 312 | MISC PAYMENT -AMEX 9323186834 | 8004307885 | | | 773.47 |
| 65 | <input type="checkbox"/> | 2019/12/03 | 469 | BUSINESS PAD -TCFC | 8002571929 | 477.42 | | |
| 66 | <input type="checkbox"/> | 2019/12/03 | 469 | BUSINESS PAD -TCFC | 8002572152 | 500.00 | | |
| 67 | <input type="checkbox"/> | 2019/12/03 | 469 | MISC PAYMENT - SYSCO REGINA | 8004648118 | 4,316.03 | | 25,723.52 |
| 68 | <input type="checkbox"/> | 2019/12/04 | 302 | EXPENSE PAYMENT - NORTHERN MAT | 8219840475 | | | 139.02 |
| 69 | <input type="checkbox"/> | 2019/12/04 | 302 | MISC PAYMENT - ELAVON MRCH SVC | 93431182 | | | 3,451.71 |
| 70 | <input type="checkbox"/> | 2019/12/04 | 908 | STP FEE SELF SERVE | 0 | 12.50 | | 29,301.75 |
| 71 | <input type="checkbox"/> | 2019/12/05 | 302 | MISC PAYMENT | 8004641217 0 | | | 226.08 29,527.83 |

View

Send Copy

Modify Search

New Search

Exhibit D – Odyssey Hotels Group Ltd. Account Summary

Odyssey Hotels Group Ltd.
Customer Aged Detail As at 2019-10-31

| Source | Date | Transaction Type | Total Payments | Chq # | Amount |
|--------------------------------|------|----------------------------------|---------------------|-------|--------------------|
| Swift Hotels Group Ltd. | | | | | |
| | 20 | 1/31/2019 Invoice | 15,750.00 | 263 | \$2,197.25 |
| | 35 | 2/28/2019 Invoice | 15,750.00 | 291 | \$1,550.00 |
| | 36 | 3/31/2019 Invoice | 15,750.00 | 296 | \$2,000.00 |
| | 37 | 4/30/2019 Invoice | 15,750.00 | 301 | \$1,650.00 |
| | 38 | 5/31/2019 Invoice | 15,750.00 | 310 | \$2,357.00 |
| | 39 | 6/30/2019 Invoice | 15,750.00 | 315 | \$1,000.00 |
| | 40 | 7/31/2019 Invoice | 15,750.00 | 320 | \$1,500.00 |
| | 41 | 8/31/2019 Invoice | 15,750.00 | 281 | \$1,500.00 |
| | 58 | 9/30/2019 Invoice | 15,750.00 | 327 | \$1,500.00 |
| | 61 | 10/1/2019 Invoice | 15,750.00 | 330 | \$1,800.00 |
| | | | | 334 | \$1,500.00 |
| Total outstanding: | | | 157,500.00 | 338 | \$1,700.00 |
| | | | | 344 | \$2,000.00 |
| Cheque Payments | | | 60,841.75 | 629 | \$1,800.00 |
| | | | | 642 | \$1,500.00 |
| | | | | 650 | \$1,500.00 |
| | | | | 656 | \$750.00 |
| | | | | 661 | \$750.00 |
| | | | | 669 | \$1,300.00 |
| | | | | 673 | \$1,250.00 |
| | | | | 675 | \$1,500.00 |
| | | | | 726 | \$2,000.00 |
| | | | | 730 | \$1,600.00 |
| | | | | 731 | \$1,500.00 |
| | | | | 732 | \$1,950.00 |
| | | | | 733 | \$1,968.75 |
| | | | | 735 | \$1,968.75 |
| | | | | 760 | \$1,500.00 |
| | | | | 761 | \$7,875.00 |
| | | | | 792 | \$7,875.00 |
| | | Year end balance owing | \$96,658.25 | | \$60,841.75 |
| <hr/> | | | | | |
| | | Additional Payments | | | |
| | | 8-May-19 | 26,500.00 | | |
| | | 17-Sep-19 | 30,099.38 | | |
| | | 28-Nov-19 | 20,000.00 | | |
| | | 28-Nov-19 | 32,000.00 | | |
| | | Total Additional Payments | 108,599.38 | | |
| | | Balance | -\$11,941.13 | | |

Exhibit E – Royal Bank of Canada Transaction Details



Royal Bank of Canada
Banque Royale du Canada
75 CROWFOOT WAY NW
CALGARY, AB

63712377 9-516

DATE 20191128
Y/M/D

PAY TO THE ORDER OF **ODYSSEY HOTELS GROUP LTD.**
PAYEZ A L'ORDRE DE

\$32,000.00

EXACTLY \$32,000.00

CANADIAN DOLLARS CANADIENS

AUTHORIZED SIGNATURES REQUIRED FOR AMOUNTS OVER \$100.00 (CANADIAN) - SIGNATURES MUST BE RECORDED FOR ALL PAYMENTS OVER \$100.00 (CANADIAN)

RE-OBJET **YEAR END 2019**

PURCHASER NAME

NOM DE L'ACHETEUR

AUTHORIZED SIGNATURE / SIGNATURE AUTORISEE

PURCHASER ADDRESS

ADRESSE DE L'ACHETEUR

COUNTERSIGNED / CONTRESIGNE

[Handwritten signatures: Johnson, M. Ashby]

⑆63712377⑆ ⑆02949003⑆ 09900135⑆

Routing Transit/Acct.:02949003-0990135 Proc Date: 2019/11/28 \$32,000.00 ISN#: 9538801995

20191128
Freyz2
8098 00755658
1240229682 00000000809895257400
TDCT BRN 80989
20191128 ISN: 2140138901
CR 80989-5257400

Endorsement - Signature or Stamp
Endossement - Signature ou timbre

BACK / VERSO

Routing Transit/Acct.:02949003-0990135 Proc Date: 2019/11/28 \$32,000.00 ISN#: 9538801995



Royal Bank of Canada
Banque Royale du Canada
130 COUNTRY VILLAGE RD NE-UNIT 100
CALGARY, AB

63439785 5-516

DATE 20191128
YR MM DJ

PAY TO THE ORDER OF ODYSSEY HOTELS GROUP LTD
PAYEZ A L'ORDRE DE

\$20,000.00

EXACTLY \$20,000.00

AUTHORIZED SIGNATURE REQUIRED FOR AMOUNTS EXCEEDING \$1000.00 CANADIAN / CONTRE-SIGNE REQUISSE POUR UN MONTANT EXCEDANT \$1000.00 CANADIENS

CANADIAN DOLLARS CANADIENS

RE/OBJET SWIFT HOTELS GROUP LTD

PURCHASER NAME

NOM DE L'ACHETEUR

AUTHORIZED SIGNATURE / SIGNATURE REQUISSE

PURCHASER ADDRESS

ADRESSE DE L'ACHETEUR

COUPEE / SIGNATURE / CONTRE-SIGNE

⑈63439785⑈ ⑈09219003⑈ 099003⑈5⑈

Routing Transit/Acct.:09219003-0990135 Proc Date: 2019/11/28 \$20,000.00 ISN#: 9538940119

Endorsement - Signature or Stamp
Endossament - Signature ou timbre

20191128

Nouveau

8098 00756069

1240603107 00000000809895257400

TDCT BRN 80989 CAL

20191128 ISN: 2140515082

CR 80989-5257400

BACK / VERSO

Routing Transit/Acct.:09219003-0990135 Proc Date: 2019/11/28 \$20,000.00 ISN#: 9538940119



Royal Bank of Canada
 75 CROWFOOT WAY NW
 CALGARY, AB
 T3G 2R2

(Duplicate Receipt)



Royal Bank of Canada
 75 CROWFOOT WAY NW
 CALGARY, AB
 T3G 2R2

Transaction Record

Transit: 09219
 Date: 28 Nov 2019
 Time: 12:44:13

Reference #: 5193324225399509219

Transaction Record

Transit: 02949
 Date: 28 Nov 2019
 Time: 09:34:57

Reference #: 0193323089768502949

| | |
|---------------------------|--------------|
| Withdrawals | |
| 02949 101-***-7 | 20008.50 CAD |
| Products Purchased | |
| Draft | 20000.00 CAD |
| Service Fee | 8.50 CAD |

| | |
|---------------------------|--------------|
| Withdrawals | |
| 02949 101-***-7 | 32008.50 CAD |
| Products Purchased | |
| Draft | 32000.00 CAD |
| Service Fee | 8.50 CAD |

Thank you for choosing RBC Royal Bank.

Thank you for choosing RBC Royal Bank.

Exhibit F – MLT Aikins LLP Correspondence

December 6, 2019

Via E-Mail: phil.krahn@gmail.comOdyssey Hotels Group Ltd.
Unit 355, Suite 340
600 Crowfoot Crescent NW
Calgary, AB T3G 0V4**Attention: Mr. Phil Krahn****Via E-Mail: jdm@bdplaw.com**Burnet Duckworth & Palmer LLP
2400, 525 – 8 Avenue SW
Calgary, AB T2P 1G1**Attention: Mr. James D. Murphy****Via E-Mail: jwatson@cuelenaere.com**Cuelenaere LLP
200 Nexus Building
450 – 2nd Avenue North
Saskatoon, SK S7K 2C3**Attention: Mr. Jay Watson****Via E-Mail: brian.hotels@gmail.com**Odyssey Hotels Group
815 East Lake Blvd.
Airdrie, AB T4A 2G4**Attention: Mr. Brian Ostrander**

Dear Sirs:

Re: Swift Hotels Group Ltd. in Receivership (Q.B. No. 61 of 2018)

We are solicitors for Deloitte Restructuring Inc., the Court-appointed receiver of Swift Hotels Group Ltd. (the “**Receiver**”).

We enclose a copy of the Receivership Order of the Honourable Mr. Justice R.S. Smith of the Court of Queen’s Bench for Saskatchewan which was pronounced at approximately 9:20 a.m. Saskatchewan time on Thursday, November 28, 2019 (the “**Receivership Order**”).

As is the case under the Saskatchewan Template Receivership Order, paragraph 9 of the Receivership Order reads (in relevant part) as follows:

NO EXERCISE OF RIGHTS OR REMEDIES

9. All rights and remedies (including, without limitation, set-off rights) against the Debtor or the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court ...

The Receiver has determined that, subsequent to the Court granting the Receivership Order, Mr. Phil Krahn and/or Mr. Brian Ostrander (each of whom appears to be a director or officer of Swift

Hotels Group Ltd. and Odyssey Hotels Group Ltd.) caused two bank drafts or withdrawal instruments in the respective amounts of \$32,000 and \$20,000 to be debited from an account maintained by Swift Hotels Group Ltd. at the Royal Bank of Canada in Calgary, Alberta and paid to the order of Odyssey Hotels Group Ltd.

In that regard, we enclose the following items, namely:

1. Copy of Royal Bank of Canada bank draft dated November 28, 2019 in the amount of \$32,000 drawn upon the account of Swift Hotels Group Ltd. and payable to Odyssey Hotels Group Ltd.;
2. Copy of Royal Bank of Canada bank draft in the amount of \$20,000 dated November 28, 2019 drawn upon the account of Swift Hotels Group Ltd. and payable to Odyssey Hotels Group Ltd.;
3. Copy of Royal Bank of Canada transaction records indicating the withdrawal of \$32,000 and \$20,000 from the Royal Bank of Canada bank account of Swift Hotels Group Ltd. at 9:34 a.m. M.S.T. and 12:44 p.m. M.S.T. on Friday, November 28, 2019; and
4. Copy of e-mail correspondence from Phil Krahn to Brent Warga of the Receiver (copied to Mr. Ostrander), together with attached spreadsheet summary entitled "Odyssey Hotels Group Customer Aged Detail as at 2019-10-31".

The Receiver spoke by telephone with Phil Krahn at 1:30 p.m. C.S.T on December 5, 2019 and with Brian Ostrander at 7:24 p.m. C.S.T. on December 5, 2019. During these telephone communications, each of Mr. Krahn and Mr. Ostrander informed the Receiver that these withdrawals had been made in favour of Odyssey Hotels Group Ltd. from accounts maintained by Swift Hotels Group Ltd. on account of management fees alleged to be owing by Swift Hotels Group Ltd. to Odyssey Hotels Group Ltd.

The bank drafts and withdrawal instruments described above were prepared, executed and implemented subsequent to the Court granting the Receivership Order. These events amount to a breach by Odyssey Hotels Group Ltd. and/or Mr. Krahn and Mr. Ostrander of paragraph 9 of the Receivership Order.

This letter is a formal demand by the Receiver that Odyssey Hotels Group Ltd., Phil Krahn and Brian Ostrander cause the sum of \$52,000 (representing the proceeds of the bank drafts and withdrawal instruments described above) to be paid back to the Receiver's office in Winnipeg, Manitoba prior to close of business on Friday, December 13, 2019.

If these funds are not returned to the Receiver on or before December 13, 2019, we have instructions to seek appropriate relief from the supervising receivership Judge, Mr. Justice Smith. We anticipate scheduling a date for that hearing during the week of December 16 – 20, 2019.

MLT AIKINS

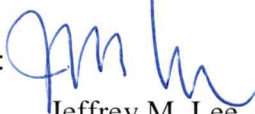
WESTERN CANADA'S LAW FIRM

This is a very serious matter that requires immediate attention from Odyssey Hotels Group Ltd., Mr. Krahn and Mr. Ostrander.

Yours truly,

MLT AIKINS LLP

Per:



Jeffrey M. Lee, Q.C.

JML:crb

Enclosures

cc: Deloitte Restructuring Inc.
Attn: Brent Warga/John Fritz

cc: Innovation Credit Union
c/o Olive Waller Zinkhan & Waller
Atten: Randy Sandbeck/Shelley Joyce/Kelsey Kreklewich