

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

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

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF
COPPER SANDS LAND CORP., WILLOW RUSH DEVELOPMENT CORP., PRAIRIE
COUNTRY HOMES LTD., MIDTDAL DEVELOPMENTS & INVESTMENTS CORP.,
JL DEVELOPMENTS & INVESTMENTS CORP., AND MDI UTILITY CORP.**

APPLICANTS

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

January 7, 2019

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EXHIBITS

- Exhibit A – December 7, 2018 Court Order
- Exhibit B – Actual vs. Forecast Cash Flows for the Period November 19, 2018 to January 6, 2019
- Exhibit C – Updated Cash Flow Statement for the Period January 7, 2019 to February 24, 2019
- Exhibit D – January 2, 2019 MLT Aikins LLP Correspondence
- Exhibit E – December 7, 2018 and December 17, 2018 MLT Aikins LLP Correspondence

INTRODUCTION

1. On November 15, 2017, Copper Sands Land Corp. (“**CSLC**”), Willow Rush Development Corp. (“**Willow Rush**”), Midtdal Developments & Investments Corp. (“**MDI**”), Prairie Country Homes Ltd. (“**Prairie Country**”), JJJL Developments & Investments Corp. (“**JJJL**”), and MDI Utility Corp. (collectively the “**Companies**” or the “**Applicants**”) filed for protection under the *Companies’ Creditors Arrangement Act* (the “**CCAA**”). The Honourable Justice Gabrielson reserved his decision at the November 15, 2017 hearing, and the initial Order (the “**Initial Order**”) was issued on December 20, 2017.
2. As detailed in the fifth report of the Monitor dated December 5, 2018 (the “**Fifth Report**”) and the confidential supplement to the Fifth Report of the Monitor dated December 5, 2018 (the “**Confidential Supplement to the Fifth Report**”), various extensions have been provided to the Applicants since the granting of the Initial Order, and the granting of the amended and restated Initial Order on July 5, 2018 (the “**Amended and Restated Initial Order**”).
3. On December 7, 2018, the Applicants made an application to the Court to further extend the Amended and Restated Initial Order, and the stay of proceedings therein, to January 15, 2019, in order to provide the Applicants time to:
 - a. file a notice from its legal counsel confirming that the proposed sale (the “**Proposed Sale**”) by CSLC to 102062687 Saskatchewan Ltd. (the “**Purchaser**”) of 18.5 acres of land upon which the Copper Sands Mobile Home Park is located (the “**Mobile Home Park**”) was unconditional (save and except for conditions requiring Court approval and the removal of the tie between LSD 4 and LSD 5) (the “**Parcel Tie**”); and
 - b. file a notice from its legal counsel confirming that the proposed refinancing transaction with Old Kent Road Financial Inc. (“**OKR**”) contemplated in Exhibit C to the Confidential Midtdal Affidavit dated November 30, 2018 (the

“**November 30, 2018 Confidential Midtdal Affidavit**”), and as attached to the Confidential Supplement to the Fifth Report, (the “**Proposed Refinancing**”) was unconditional (save and except for conditions requiring Court approval removal of the Parcel Tie).

4. At the December 7, 2018 hearing, the Court granted an Order (the “**December 7, 2018 Extension Order**”) extending the Amended and Restated Initial Order, and the stay of proceedings provided therein, until January 15, 2019 (the “**Stay Period**”), attached hereto as Exhibit A.
5. The Monitor has provided the Court with the following reports:
 - a. A Pre-Filing Report of the Proposed Monitor dated November 10, 2017 (the “**Pre-Filing Report**”) and the Pre-Filing Confidential Report in connection with the Applicants’ application for protection under the CCAA;
 - b. A First Report of the Monitor dated January 16, 2018 (the “**First Report**”) in connection with the Applicants’ motion to extend the stay of proceedings;
 - c. A Second Report of the Monitor dated July 3, 2018 (the “**Second Report**”) in connection with the Applicants’ motion for an increase in the Administration Charge, the creation of the Subordinate Administration Charge, and to extend the stay of proceedings;
 - d. A Third Report of the Monitor dated August 30, 2018 (the “**Third Report**”) in connection with the Applicants’ motion seeking Court approval to sell three (3) mobile homes owned by Prairie Country by public auction, and to extend the stay of proceedings;
 - e. A Fourth Report of the Monitor dated October 12, 2018 (the “**Fourth Report**”) in connection with the Applicants’ motion to extend the stay of proceedings;
 - f. A Supplement to the Fourth Report dated October 19, 2018 (the “**Supplement to the Fourth Report**”) in connection with the Applicants’ motion for approval of the Proposed Sale to Edna Keep (“**Ms. Keep**”) or her nominee, the granting of a

sale approval and vesting Order (the “**Sale Approval and Vesting Order**”), and further extending the stay of proceedings;

- g. A Confidential Supplement to the Fourth Report of the Monitor dated October 19, 2018 (the “**Confidential Supplement to the Fourth Report**”) in support of the Applicants’ motion for approval of the Proposed Sale and the granting of the Sale Approval and Vesting Order;
 - h. The Fifth Report in connection with the Applicants’ motion for approval of the Proposed Sale to the Purchaser, the granting of a Sale Approval and Vesting Order, the vesting off of the Parcel Tie, the approval of the Proposed Refinancing, and further extending the stay of proceedings; and
 - i. The Confidential Supplement to the Fifth Report in support of the Applicants’ motion for approval of the Proposed Sale, approval of the Proposed Refinancing, and the granting of the Sale Approval and Vesting Order.
6. Copies of the Initial Order, all previously filed reports of the Monitor, all motion materials and orders in the CCAA proceedings, and certain other documents related to the CCAA proceedings have been posted and are available on the Monitor’s website at www.insolvencies.deloitte.ca/en-ca/coppersands.

PURPOSE

7. The purpose of this sixth report of the Monitor (the “**Sixth Report**”) is to provide the Court with information with respect to the following:
- a. A summary of the Monitor’s activities since the Fifth Report;
 - b. The status of the Applicants’ operations and key stakeholder relationships since the Fifth Report;
 - c. An update of the Applicants’ cash flow forecast and comments on variances between actual results compared to forecast results for the period ended January 6, 2019;

- d. The activities of the Applicants since the Fifth Report with respect to restructuring the operations of the Companies; and
- e. The Applicants' request for an extension of the Stay Period and the Monitor's recommendations regarding the relief requested.

TERMS OF REFERENCE

- 8. In preparing this Sixth Report, the Monitor has relied upon unaudited interim financial information, the Applicants' books and records, the initial affidavit of Jaimey Midtdal ("**Ms. Midtdal**") sworn on November 9, 2017, the affidavits of Ms. Midtdal sworn on December 6, 2017, January 2, 2018, January 16, 2018, January 25, 2018, June 29, 2018, and August 30, 2018, the confidential affidavits of Ms. Midtdal sworn on December 6, 2017, and November 30, 2018, the confidential affidavits of Zachery Wong sworn on October 19, 2018, and January 7, 2019 (the "**January 7, 2019 Confidential Wong Affidavit**"), and discussions with management ("**Management**") and their financial and legal advisors.
- 9. The financial information of the Companies has not been audited, reviewed, or otherwise verified by the Monitor as to its accuracy or completeness, nor has it necessarily been prepared in accordance with generally accepted accounting principles and the reader is cautioned that this Sixth Report may not disclose all significant matters about the Applicants. Additionally, none of the Monitor's procedures were intended to detect defalcations or other irregularities. If the Monitor were to perform additional procedures or to undertake an audit examination of the financial statements in accordance with generally accepted auditing standards, additional matters may have come to the Monitor's attention. Accordingly, the Monitor does not express an opinion nor does it provide any other form of assurance on the financial or other information presented herein. The Monitor may refine or alter its observations as further information is obtained or brought to its attention after the date of this Sixth Report.
- 10. The Monitor assumes no responsibility or liability for any loss or damage occasioned by any party as a result of the circulation, publication, reproduction or use of this Sixth

Report. Any use which any party makes of this Sixth Report, or any reliance or decision to be made based on this Sixth Report, is the sole responsibility of such party.

11. Unless otherwise stated, all monetary amounts contained in this Sixth Report are expressed in Canadian dollars.
12. Capitalized terms used in this Sixth Report but not defined herein are as defined in the reports previously filed by the Monitor in these proceedings.

MONITOR'S ACTIVITIES SINCE THE FIFTH REPORT

13. Since filing of the Fifth Report, the Monitor has engaged in the following activities:
 - a. Held discussions with Management and the Companies' legal counsel, MLT Aikins LLP ("**MLT Aikins**"), regarding the Companies' business and financial affairs, restructuring activities, creditor matters, and other matters relating to the CCAA proceedings generally;
 - b. Corresponded with Ms. Midtdal to obtain additional support with respect to the MDI Utility Facility (the "**Utility Facility**"), and in particular with respect to amounts paid by the Applicants to Aquas Water Works ("**Aquas**");
 - c. Monitored on a weekly basis the receipts and disbursements of the Applicants as compared to the cash flow forecast appended as Exhibit B to the Fifth Report (the "**Revised Cash Flow**"), for the period ending January 6, 2019, as filed with the Court in connection with the Companies' December 7, 2018 extension application;
 - d. Attended to inquiries from creditors of the Companies;
 - e. Reviewed the third amendment to the Offer to Purchase dated December 17, 2018 (the "**Third Amendment to the Offer to Purchase**"), the fourth amendment to the Offer to Purchase dated December 28, 2018 (the "**Fourth Amendment to the Offer to Purchase**"), the fifth amendment to the Offer to Purchase dated January 2, 2019 (the "**Fifth Amendment to the Offer to Purchase**"), correspondence

from Nychuk & Company, legal counsel representing OKR, dated December 28, 2018 in relation to the Proposed Refinancing, and correspondence from MLT Aikins dated January 2, 2019 confirming that the Proposed Sale and the Proposed Refinancing were unconditional (save and except for conditions requiring Court approval and removal of the Parcel Tie);

- f. Reviewed various correspondence between the Applicants and the Secured Creditors, and the Applicants and the Rural Municipality of Edenwold (the “**RM of Edenwold**”); and
- g. Drafted, reviewed, and finalized this Sixth Report and the confidential supplement to the Sixth Report dated January 7, 2019 (the “**Confidential Supplement to the Sixth Report**”).

STAKEHOLDER UPDATE

- 14. As evidenced by the December 7, 2018 Extension Order, Industrial Properties Regina Ltd. (“**IPRL**”), IPRL Capital Ltd., and 101297277 Saskatchewan Ltd. (“**7277**”) (collectively the “**Secured Creditors**”) continue to support the Applicants while they attempt to close the Proposed Sale and the Proposed Refinancing on terms mutually agreeable to both the Applicants and the Secured Creditors.
- 15. As detailed in the Fifth Report, the Monitor continues to correspond with Ms. Midtdal to obtain additional information with respect to payments made by the Applicants to Aquas and the usage of those funds by Aquas to construct the Utility Facility. As further detailed in the Fifth Report, based on the Monitor’s review of the information provided by Ms. Midtdal to-date, it appears that all funds advanced by the Applicants were utilized by Aquas in accordance with the contract, however, several contract overages did result. It remains the Monitor’s intention to summarize and provide the Secured Creditors with further details once its analysis is complete and the outstanding questions are addressed by Ms. Midtdal.
- 16. The Companies’ other stakeholders continue to generally support the ongoing operations of the Companies during these CCAA proceedings, which primarily comprise the ongoing operation of the Mobile Home Park.

a. Suppliers

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

b. Tenants

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

c. Employees

Management has advised that the existing employees of the Companies remain committed to the Companies during the restructuring efforts. Management has further advised that given the limited funds available to the Companies, Canada Revenue Agency (“CRA”) payroll source deduction remittances have fallen into arrears, and approximately \$7,500 is owing by the Applicants to CRA as at the date of this Sixth Report.

CASH FLOW STATEMENT AND LIQUIDITY

17. The Companies’ cash receipts and disbursements for the period November 19, 2018 to January 6, 2019 are attached as Exhibit B with a comparison to the Revised Cash Flow.
18. Since the filing of the Fifth Report, the Monitor has reviewed the Companies’ actual cash flow compared to the Revised Cash Flow on a weekly basis. The Monitor’s comments on the actual cash flow to January 6, 2019 are as follows:
 - a. Compared with the Revised Cash Flow, the Companies experienced an overall favorable variance of approximately \$7,000, primarily attributable to favorable operating cost variances due to the following:
 - i. not incurring any travel or consulting costs (approximately \$5,000);

- ii. not making the forecast payroll source deduction remittance (approximately \$7,000);
 - iii. timing of utility payments, waste disposal costs, and vehicle expenses (approximately \$4,000);
 - iv. offset by increased miscellaneous operating costs and repairs and maintenance expenses (approximately \$9,000), primarily due to the acquisition of a backup generator for the well lift station.
19. In accordance with paragraph 57 of the Amended and Restated Initial Order, commencing July 2018, \$5,000 per month (the “**Monthly \$5,000 Payment**”) from the rental revenues from the Mobile Home Park were to be utilized by the Applicants to pay property tax arrears owed by CSLC to the RM of Edenwold until such time as the tax arrears were paid in full, and thereafter, the Monthly \$5,000 Payment was to be paid into a reserve account under the control of the Monitor to pay accruing property taxes and any other amounts owing to the RM of Edenwold which have priority over IPRL and 7277. As at the date of this Sixth Report, the Applicants have not made the July 2018 through January 2019 Monthly \$5,000 Payment, although the Applicants have paid the RM of Edenwold approximately \$15,000 on account of its park operator license in late October 2018.
20. As of the date of this Sixth Report, all expenses incurred by the Applicants, with the exception of professional fees and the Monthly \$5,000 Payment, have been paid in accordance with the Amended and Restated Initial Order from ongoing operations and shareholder injections. As the Amended and Restated Initial Order no longer provided the Applicants with any access to interim financing, as at the date of this Sixth Report, the Companies have not been able to address the significant professional fee arrears, as detailed in the Monitor’s previous reports, and these fees continue to accumulate well in excess of the \$250,000 Administration Charge.
21. As detailed in the November 30, 2018 Confidential Midtdal Affidavit, the Proposed Sale of the Mobile Home Park is to close within two (2) weeks from the date of the Court

granting a Sale Approval and Vesting Order. The Applicants have prepared an updated cash flow statement for the period ending February 24, 2019 (the “**Updated Cash Flow**”), attached hereto as Exhibit C, extending the forecast over the period in which the Applicants anticipate receiving the Proposed Refinancing and closing the Proposed Sale (as more fully detailed in the January 7, 2019 Confidential Wong Affidavit). In the absence of paying the significant professional fee arrears (as disclosed in the Second and Third Reports), the Applicants are projecting to be able to operate with the receipts being collected from the Mobile Home Park residents until the Proposed Sale is closed, subsequent to which operating costs will be significantly reduced. Any shortfall is expected to be covered by additional shareholder cash injections, and the Applicants do not anticipate needing any debtor in possession financing to continue with the CCAA proceedings at this time.

22. The Updated Cash Flow includes the assumptions as set out in the Notes and Assumptions (the “**Notes and Assumptions**”) attached thereto.
23. The Monitor’s comments on the Updated Cash Flow are as follows:
 - a. For the period January 7, 2019 to February 24, 2019, the Applicants are projected to have gross receipts of approximately \$26,000 and disbursements of approximately \$48,000, representing a net operating cash outflow of approximately \$22,000.
 - b. The Monitor’s review of the Updated Cash Flow consisted of inquiries, analytical procedures, and discussions related to information supplied to the Monitor by Management of the Companies. Since the Notes and Assumptions need not be supported, the Monitor’s procedures with respect to them were limited to evaluating whether they were consistent with the purpose of the Updated Cash Flow. The Monitor has also reviewed the support provided by Management for the Notes and Assumptions, and the preparation and presentation of the Updated Cash Flow.

- c. Based on the Monitor's review, nothing has come to its attention that causes it to believe that, in all material respects:
 - i. The Notes and Assumptions are not consistent with the purpose of the Updated Cash Flow;
 - ii. As at the date of this Sixth Report, the Notes and Assumptions developed by Management are not suitably supported and consistent with the plans of the Companies or do not provide a reasonable basis for the Updated Cash Flow, given the Notes and Assumptions; or
 - iii. The Updated Cash Flow does not reflect the Notes and Assumptions.
24. Since the Updated Cash Flow is based on assumptions regarding future events, actual results will vary from the information presented, even if the events described in the Notes and Assumptions occur, and the variations may be material. Accordingly, the Monitor expresses no assurance as to whether the Updated Cash Flow will be achieved. The Monitor expresses no opinion or other form of assurance with respect to the accuracy of any financial information presented in this Sixth Report, or relied upon by the Monitor in its preparation.

RESTRUCTURING EFFORTS

25. As detailed in the January 7, 2019 Confidential Wong Affidavit, since the December 7, 2018 Extension Order, the Applicants have been working to finalize, and have all conditions removed from, both the Proposed Sale and the Proposed Refinancing (save and except for conditions requiring Court approval and removal of the Parcel Tie).
26. As further detailed in the January 7, 2019 Confidential Wong Affidavit, on December 17, 2018, the Third Amendment to the Offer to Purchase was executed by the Applicants and Ms. Keep. The Third Amendment to the Offer to Purchase removed a condition that certain of the sale proceeds be held back for completion of the Utility Facility, conditional upon the Proposed Refinancing being obtained. There was no change to the

aggregate purchase price, as further detailed in the Confidential Supplement to the Sixth Report.

27. As detailed in the January 7, 2019 Confidential Wong Affidavit, on December 28, 2018, the Fourth Amendment to the Offer to Purchase was executed, and on January 2, 2019, the Fifth Amendment to the Offer to Purchase was executed, both by the Applicants and Ms. Keep (collectively the “**Fourth and Fifth Offer to Purchase Amendments**”). MLT Aikins advised that the Fourth and Fifth Offer to Purchase Amendments were required to accommodate the cash needs of the Purchaser by refunding the majority of the Purchaser’s deposit for a short period of time (approximately 5 days). As evidenced by the Fifth Amendment to the Offer to Purchase (attached as Exhibit A to the Confidential Supplement to the Sixth Report), as at January 2, 2019, the deposit was repaid by the Purchaser and was again being held in trust by legal counsel(s).
28. As further detailed in the Confidential Supplement to the Sixth Report, on December 28, 2018, Nychuk & Company confirmed that OKR had completed its due diligence and that the conditions in the November 9, 2018 Commitment Letter (attached as Exhibit B to the Confidential Supplement to the Fifth Report) had been satisfied subject to requiring Court approval of the Proposed Refinancing and removal of the Parcel Tie.
29. Given the above, on January 2, 2019, MLT Aikins provided the Monitor and the Secured Creditors with correspondence, attached hereto as Exhibit D, confirming that the Proposed Sale and the Proposed Refinancing were unconditional, save and except for requiring Court approval and removal of the Parcel Tie.
30. Since the December 7, 2018 Extension Order was granted, the Applicants also advised the Monitor that they have continued to correspond with the RM of Edenwold and the Provincial Department of Community Planning (the “**Community Planning Branch**”) in order to expedite the subdivision application for LSD 4 and LSD 5, and concurrently have the Parcel Tie removed. Attached hereto as Exhibit E is correspondence dated December 7, 2018 and December 17, 2018 sent from MLT Aikins (collectively the “**MLT Aikins Subdivision Correspondence**”) to Olive Waller Zinkhan & Waller LLP (“**OWZW**”), legal counsel representing the RM of Edenwold, and to Ms. Leanne Lang of

the Provincial Ministry of Justice, legal counsel representing the Community Planning Branch, requesting an update on the subdivision application and the request to have the Parcel Tie removed. On December 17, 2018, MLT Aikins advised the Monitor that OWZW responded to the MLT Aikins Subdivision Correspondence indicating that a further communication from the RM of Edenwold could be expected by December 21, 2018.

31. On December 21, 2018, MLT Aikins received e-mail correspondence from OWZW (the “**December 21, 2018 OWZW Correspondence**”), attached as Exhibit E to the January 7, 2019 Confidential Wong Affidavit, advising that the Applicants’ request to have the Parcel Tie removed was being rejected by the RM of Edenwold as the Applicants’ proposal did not comply with the Official Community Plan. Attached to the December 21, 2018 OWZW Correspondence was a report from the RM of Edenwold detailing the following in support of its position:
 - a. The Mobile Home Park and the associated utilities are currently under one title and managed by one party. Approval of the subdivision would sever the Mobile Home Park from the utilities and allow for separate management of the Utility Facility, which could put the residents at risk of losing access to their water supply and wastewater disposal;
 - b. The proposed services agreement between the Utility Facility and the Mobile Home Park does not adequately confirm the long-term provision of safe, cost-effective services to the residents; and
 - c. The Applicants’ have not yet demonstrated to the Water Security Agency (“**WSA**”), or the RM of Edenwold, that the Utility Facility meets the minimum requirements for treatment set out by WSA, nor have the Applicants obtained the permits to construct the Utility Facility.
32. The December 21, 2018 OWZW Correspondence also indicated that the concerns identified by the RM of Edenwold could be addressed by the Applicants further demonstrating that the Utility Facility meets the minimum requirements for treatment,

and that permits are in place. The December 21, 2018 OWZW Correspondence further indicated that the other issues identified by the RM of Edenwold appear to be capable of being resolved.

33. As further detailed in the January 7, 2019 Confidential Wong Affidavit, the Applicants are of the belief that the proposed servicing agreement between the Utility Facility and the Mobile Home Park is sufficient to secure servicing for the residents over the long term, the WSA has no concerns with respect to the removal of the Parcel Tie, the applicable WSA permits remain in force, and the municipal construction permit remains valid.
34. On December 21, 2018, MLT Aikins also received e-mail correspondence from the Community Planning Branch, attached as Exhibit E to the January 7, 2019 Confidential Wong Affidavit, advising that it was prepared to expedite its review of the subdivision application, but only after it received commentary from the RM of Edenwold with respect to zoning compliance, the method of settling municipal reserve requirements, and the need, if any, for a servicing agreement.
35. On December 31, 2018, the Community Planning Branch provided a response to the Applicants' subdivision application (the "**December 31, 2018 Community Planning Branch Correspondence**"), attached as Exhibit I to the January 7, 2019 Confidential Wong Affidavit. The December 31, 2018 Community Planning Branch Correspondence indicated that the current subdivision application filed by the Applicants does not comply with the Official Community Plan (as per the RM of Edenwold), does not comply with the applicable zoning bylaw, and does not address the municipal reserve requirement. Additionally, the December 31, 2018 Community Planning Branch Correspondence further indicated that any subdivision will require an approved servicing agreement (ensuring that the residents of the Mobile Home Park would be provided with services in perpetuity), and assurance that adequate water supply, sewage disposal, and solid waste disposal systems would be in place (requiring continuity between the Utility Facility located on LSD 4 and the Mobile Home Park located on LSD 5).

REQUEST FOR EXTENSION OF THE PROCEEDINGS AND RECOMMENDATIONS

36. The current stay of proceedings under the Amended and Restated Initial Order expires on January 15, 2019. In order to continue with its restructuring efforts, close the Proposed Sale of the Mobile Home Park, complete the Utility Facility with the Proposed Refinancing, and continue with the Tanglewood subdivision application, the Companies are requesting an extension of the Amended and Restated Initial Order (and the stay of proceedings provided therein) to February 15, 2019.
37. The Monitor is aware of its duty under section 23(1)(h) of the CCAA. That section states that, if the Monitor is of the opinion that it would be more beneficial to the company's creditors if proceedings in respect of the company were taken under the *Bankruptcy and Insolvency Act*, it shall so advise the Court without delay after coming to that opinion. As at the date of this Sixth Report, the Monitor has not formed such an opinion.
38. The Monitor is of the view that continuing the Companies' restructuring under the CCAA proceedings will continue to maximize and preserve value for stakeholders of the Companies, and will allow time for the Companies to continue to develop a restructuring plan which offers the only opportunity for many of the stakeholders to achieve a recovery.
39. The Monitor is of the view that the Companies have acted, and are acting, in good faith and with due diligence.
40. Ms. Midtdal has stated that reasonable prospects exist for the Companies to file a plan of arrangement under the CCAA and that it is the intention of the Companies to do so. Based upon information presently available to it, the Monitor has no reason to take issue with these statements by Ms. Midtdal.
41. Accordingly, the Monitor respectfully recommends that this Court approve the following:
 - a. Approval of the Sale Approval and Vesting Order;
 - b. Approval of the vesting off of the Parcel Tie in order to allow the Proposed Sale and the Proposed Refinancing to close;

- c. Approval for the Applicants to implement the Proposed Refinancing transaction with OKR;
- d. An extension of the Amended and Restated Initial Order, and the stay of proceedings therein, to February 15, 2019; and
- e. This Sixth Report and the conduct and activities of the Monitor described herein.

All of which is respectfully submitted at Saskatoon, Saskatchewan, this 7th day of January, 2019.

DELOITTE RESTRUCTURING INC.

In its capacity as Monitor of

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



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

Exhibit A – December 7, 2018 Court Order

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

COURT OF QUEEN'S BENCH FOR SASKATCHEWAN

JUDICIAL CENTRE SASKATOON

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

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

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

ORDER

Order made this 7th day of December, 2018.

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

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

THE COURT ORDERS THAT:

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

2. The Amended and Restated Initial Order granted in these proceedings on July 5, 2018 by the Honourable Mr. Justice N.G. Gabrielson and the stay of proceedings provided for therein, shall be and are hereby further extended from the current expiry date of 11:59 p.m. Saskatchewan time on December 7, 2018 to 11:59 p.m. on January 15, 2019.

3. Subject to paragraphs 8 to 28 hereof, the Applicants shall be permitted to take all steps reasonably necessary to conclude the following transactions, namely:
 - (a) the proposed sale (the "**Proposed Sale**") by Copper Sands Land Corp. ("**CSLC**") to 102062687 Saskatchewan Ltd. (the "**Purchaser**") of 18.5 acres of land upon which the Copper Sands Mobile Home Park is located "**Copper Sands Mobile Home Park**") within LSD 5 of Section 25, Township 17, Range 18, West of the Second Meridian, Extension 38 in the Rural Municipality of Edenwold No. 158 in the Province of Saskatchewan ("**LSD 5**"), as more particularly described in, and subject to the terms and conditions set forth in, the Offer to Purchase between CSLC and the Purchaser dated September 25, 2018, as amended on October 11, 2018, October 12, 2018, and October 24, 2018, copies of which have been filed as an Exhibit to the Confidential Affidavit of Jaimey Midtdal sworn November 30, 2018 and filed in these proceedings (the "**Midtdal Affidavit**"); and

 - (b) the proposed refinancing transaction contemplated in Exhibit "C" to the Midtdal Affidavit (the "**Proposed Refinancing**").

4. The application by the Applicants for a Sale Approval and Vesting Order (the "**SAVO Application**") in regard to the Proposed Sale and an Order removing the tie (the "**Parcel Tie**") between LSD 5 and LSD 4 of Section 25, Township 17, Range 18, West of the Second Meridian, Extension 38 in the Rural Municipality of Edenwold No. 158 in the Province of Saskatchewan ("**LSD 4**") shall be and is hereby adjourned to a date between January 3 and January 15, 2019 to be determined by the Local Registrar, in consultation with counsel (the "**Adjourned Date**").

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

General Provisions Respecting the Sale Process

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

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

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

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

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

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

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

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

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

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

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

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

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

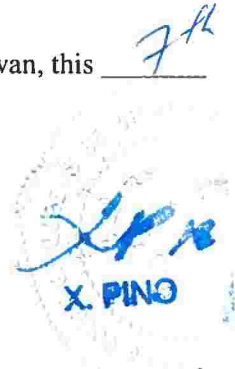
28. Any of the parties hereto and the Selling Officer may apply to this Court on not less than 3 days' notice to the other Parties hereto, and to the Selling Officer, for advice and directions.

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

30. The Confidential Affidavit of Jaimey Midtdal sworn November 30, 2018 and the Confidential Supplement to the Fifth Report of the Monitor shall be kept sealed and confidential, and shall not

form part of the public record but shall be kept separate and apart from the other contents of the Court file in respect of this matter in a sealed envelope which sets out the style of cause of these proceedings and a statement that the contents thereof are subject to a Sealing Order, and shall not be opened except by a Judge or upon further order of the Court. Application to unseal these documents may be made at any time upon fourteen days' notice.

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



Local Registrar

CONTACT INFORMATION AND ADDRESS FOR SERVICE

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

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

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

Part 1 The Land

I. Real Property

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

Part 2 Equipment

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

**not provided by the Copper Sands Group*

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

Part 1 The Land

I. Real Property

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

Part 2 Equipment

POTABLE WATER SYSTEM

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

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

WASTE WATER TREATMENT IRRIGATION SYSTEM

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

- 12 00066392-01-00.
- 13 willow plantation site c/w 7.5 hectares
- 14 Netafim biofilm subsurface drip irrigation system
- 15 automatic valving system
- 16 dual pump system
- 17 Netafim disc filtration
- 18 backwash system
- 19 Irrigation building
- 20 2 Cell dry lagoon to be transitioned to one cell fresh water pond upon commissioning

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

EQUIPMENT

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

Schedule "D" – Permitted Encumbrances

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

 - (a) CNV Caveat
Registration Date: January 7, 1977
Interest Register #: 101299349
Holder: Saskatchewan Power Corporation
 - (b) CNV Caveat
Registration Date: March 28, 1983
Interest Register #: 101299350
Holder: Saskatchewan Power Corporation
 - (c) Joint Use Utility Easement
Registration Date: December 23, 2014
Interest Register #: 120554287
Holder as Tenant in Common: Saskatchewan Power Corporation
Holder as Tenant in Common: Saskatchewan Telecommunications

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

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

Interest Register #: 101299349
Holder: Saskatchewan Power Corporation

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

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

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

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

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

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

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

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

Exhibit B – Actual vs. Forecast Cash Flows for the Period November 19, 2018 to January 6, 2019

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

Weeks 1 to 7 Forecast to Actual Results

	Notes	Forecast Week 1 19-Nov-18	Actual Week 1 19-Nov-18	Forecast Week 2 26-Nov-18	Actual Week 2 26-Nov-18	Forecast Week 3 3-Dec-18	Actual Week 3 3-Dec-18	Forecast Week 4 10-Dec-18	Actual Week 4 10-Dec-18	Forecast Week 5 17-Dec-18	Actual Week 5 17-Dec-18	Forecast Week 6 24-Dec-18	Actual Week 6 24-Dec-18
Receipts													
CSLC monthly rent (existing CSLC tenants)	1	\$ 10,125	\$ -	\$ 9,450	\$ 1,250	\$ -	\$ 33,551	\$ 33,750	\$ -	\$ 10,125	\$ 1,725	\$ -	\$ -
CSLC monthly rent (Tanglewood expansion)	2	-	-	-	-	-	-	-	-	-	-	-	-
Sale of CSLC Mobile Home Park (Trust Funds)	3	-	-	-	-	-	-	-	-	-	-	-	-
Sale of RTM Mobile Homes	4	-	-	-	-	-	-	-	-	-	-	-	-
Utility Facility contracts	5	-	-	-	-	-	-	-	-	-	-	-	-
Total Receipts		10,125	-	9,450	1,250	-	33,551	33,750	-	10,125	1,725	-	-
Disbursements													
CSLC Operating Costs													
Bank Fees	6	25	-	25	98	25	23	25	8	25	-	25	-
Consulting costs	7	-	-	1,000	-	-	-	1,000	-	-	-	1,000	-
Marketing / meals and entertainment	6	-	-	150	-	-	-	150	-	-	-	150	-
Miscellaneous operating costs	6	500	-	-	-	500	1,682	-	-	500	-	-	1,138
Property taxes	8	-	-	-	-	-	-	-	-	-	-	-	-
Repairs and maintenance	9	-	-	1,500	524	-	7,047	-	2,041	1,500	-	-	57
SaskPower / SaskEnergy	10	-	-	-	-	1,500	-	-	-	-	-	-	-
Source deduction remittance	11	-	-	-	-	-	-	6,500	-	-	-	-	-
Street repair / road maintenance	6	-	-	-	-	500	1,000	-	-	-	-	-	-
Travel costs	12	-	-	-	-	1,000	-	-	-	-	-	-	-
Vehicle expenses	13	-	-	-	-	500	-	-	-	-	-	-	-
Wages	14	2,438	-	-	-	2,438	2,438	-	-	2,438	3,305	-	-
Waste disposal	6	-	-	-	-	1,455	-	-	-	-	-	-	-
Water tests	6	-	-	-	-	110	222	-	-	-	-	-	-
WSA permit	15	-	-	-	-	600	-	-	-	-	-	-	-
Contingency	16	500	-	-	-	500	-	-	1,732	500	-	-	-
Subtotal		3,463	-	2,675	622	9,128	12,411	7,675	3,780	4,963	3,305	1,175	1,195
MDI Utility Facility													
Construction costs	17	-	-	-	-	-	-	-	-	-	-	-	-
Subtotal		-	-	-	-	-	-	-	-	-	-	-	-
Financing Costs and Professional Fees													
Professional fees	18	5,000	-	-	-	-	5,050	10,000	-	-	10,000	-	-
Subtotal		5,000	-	-	-	-	5,050	10,000	-	-	10,000	-	-
Total Disbursements		8,463	-	2,675	622	9,128	17,461	17,675	3,780	4,963	13,305	1,175	1,195
Net Cash Flows		1,662	-	6,775	628	(9,128)	16,090	16,075	(3,780)	5,162	(11,580)	(1,175)	(1,195)
Opening Cash (Balance per Bank)	19	77	77	1,739	77	8,514	705	(614)	16,794	15,461	13,014	20,623	1,434
Net Cash Flows		1,662	-	6,775	628	(9,128)	16,090	16,075	(3,780)	5,162	(11,580)	(1,175)	(1,195)
Closing Cash (Indebtedness)		\$ 1,739	\$ 77	\$ 8,514	\$ 705	\$ (614)	\$ 16,794	\$ 15,461	\$ 13,014	\$ 20,623	\$ 1,434	\$ 19,448	\$ 239

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

Weeks 1 to 7 Forecast to Actual Results

	Notes	Forecast Week 7 31-Dec-18 6-Jan-19	Actual Week 7 31-Dec-18 6-Jan-19	Forecast Week 1 - 7 Cumulative Totals	Actual Week 1 - 7 Cumulative Totals	Variance
Receipts						
CSLC monthly rent (existing CSLC tenants)	1	\$ -	\$ 26,980	\$ 63,450	\$ 63,506	\$ 56
CSLC monthly rent (Tanglewood expansion)	2	-	-	-	-	-
Sale of CSLC Mobile Home Park (Trust Funds)	3	-	-	-	-	-
Sale of RTM Mobile Homes	4	-	-	-	-	-
Utility Facility contracts	5	-	-	-	-	-
Total Receipts		-	26,980	63,450	63,506	56
Disbursements						
CSLC Operating Costs						
Bank Fees	6	25	51	175	179	4
Consulting costs	7	-	-	3,000	-	(3,000)
Marketing / meals and entertainment	6	-	-	450	-	(450)
Miscellaneous operating costs	6	-	629	1,500	3,450	1,950
Property taxes	8	-	-	-	-	-
Repairs and maintenance	9	-	-	3,000	9,669	6,669
SaskPower / SaskEnergy	10	-	-	1,500	-	(1,500)
Source deduction remittance	11	-	-	6,500	-	(6,500)
Street repair / road maintenance	6	-	-	500	1,000	500
Travel costs	12	1,000	-	2,000	-	(2,000)
Vehicle expenses	13	500	-	1,000	-	(1,000)
Wages	14	-	2,438	7,314	8,180	866
Waste disposal	6	-	-	1,455	-	(1,455)
Water tests	6	-	-	110	222	112
WSA permit	15	-	-	600	-	(600)
Contingency	16	500	-	2,000	1,732	(268)
Subtotal		2,025	3,118	31,104	24,431	(6,673)
MDI Utility Facility						
Construction costs	17	-	-	-	-	-
Subtotal		-	-	-	-	-
Financing Costs and Professional Fees						
Professional fees	18	-	-	15,000	15,050	50
Subtotal		-	-	15,000	15,050	50
Total Disbursements		2,025	3,118	46,104	39,481	(6,623)
Net Cash Flows		(2,025)	23,862	17,346	24,025	6,679
Opening Cash (Balance per Bank)	19	19,448	239	77	77	
Net Cash Flows		(2,025)	23,862	17,346	24,025	
Closing Cash (Indebtedness)		\$ 17,423	\$ 24,101	\$ 17,423	\$ 24,101	

Notes and Assumptions

- 1 CSLC revenues are forecast based on 79 existing Copper Sands Mobile Home Park tenants paying lease fees of \$675 per month. Given the anticipated closing date of December 21, 2018 for the Mobile Home Park (i.e. two weeks after the December 7, 2018 hearing assuming the granting of a sale approval and vesting order), no monthly rents have been forecast beyond December 21, 2018.
- 2 CSLC continues to work with the Rural Municipality of Edenwold to obtain approval of the development plan and subdivision for the Tanglewood Expansion. As the timing of development is uncertain, no sale/rental revenues have been included in the forecast.
- 3 Forecast net proceeds received for the sale of the Mobile Home Park have not been disclosed herein to avoid tainting any future sales process. Any approved holdback from the sale proceeds to complete the MDI Utility Facility have been excluded from the forecast as any such holdback must be approved by the Secured Creditors and will be held in trust with the Applicants' legal counsel, only to be released upon submission of statutory declarations by MDI Utility Corp's engineers.
- 4 As the timing of the sale of the RTM Mobile Homes is uncertain, no amounts have been included in the forecast. Furthermore, the priority and distribution of any proceeds received will be subject to further Order of the Court.
- 5 As the timing of the completion of the MDI Utility Facility is unknown, no receipts have been forecast over the projection period.
- 6 Operating costs are forecast based on the historical annualized operating costs for Copper Sands Mobile Home Park prorated monthly.
- 7 Forecast consulting costs for Ms. Midtdal and other third party external consultants associated with the Tanglewood Expansion, development of the MDI Utility, and securing alternative financing.
- 8 The 2018 annual property tax payment of approximately \$4,100 has not been made by the Applicants.
- 9 Forecast based on actual repairs and maintenance costs incurred for the period January 15, 2018 to November 18, 2018.
- 10 Forecast utility costs are based on annual costs associated with five (5) accounts prorated monthly.
- 11 Estimated remittance of payroll source deduction arrears.
- 12 Forecast based on actual travel costs incurred by Ms. Midtdal for the period January 15, 2018 to November 18, 2018.
- 13 Forecast vehicle costs are based on monthly fuel charges of \$500.
- 14 Wages are forecast based on the actual cost of the on-site resident manager at Copper Sands Mobile Home Park and a part-time maintenance/repair individual.
- 15 Water Security Agency (WSA) costs are based on historical costs.
- 16 Contingency reserve for unbudgeted costs.
- 17 Estimated costs for completion of the MDI Utility Facility (approximately \$750,000) have been excluded from the cash flows as the timing of these costs is uncertain. The Applicants are anticipating funding these costs from either a holdback from the sale proceeds realized on the sale of the Copper Sands Mobile Home Park (approved by the Secured Creditors), or through alternate financing to be provided by Old Kent Road Financial Inc.
- 18 Given the limited operating capital available to the Applicants, professional fees will continue to accrue during the forecast period with limited professional fees expected to be paid. Professional fee arrears (as disclosed in the Third Report) have not been included in the forecast.
- 19 Opening cash balance as at November 19, 2018.

**Exhibit C – Updated Cash Flow Statement for the Period January 7, 2019 to
February 24, 2019**

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

7-Week Cash Flow Projection

	Notes	Forecast Week 1 7-Jan-19 13-Jan-19	Forecast Week 2 14-Jan-19 20-Jan-19	Forecast Week 3 21-Jan-19 27-Jan-19	Forecast Week 4 28-Jan-19 3-Feb-19	Forecast Week 5 4-Feb-19 10-Feb-19	Forecast Week 6 11-Feb-19 17-Feb-19	Forecast Week 7 18-Feb-19 24-Feb-19	Forecast Week 1 - 7 Cumulative Totals
Receipts									
CSLC monthly rent (existing CSLC tenants)	1	\$ -	\$ 26,345	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 26,345
CSLC monthly rent (Tanglewood expansion)	2	-	-	-	-	-	-	-	-
Sale of CSLC Mobile Home Park (Trust Funds)	3	-	-	-	-	-	-	-	-
Sale of RTM Mobile Homes	4	-	-	-	-	-	-	-	-
Utility Facility contracts	5	-	-	-	-	-	-	-	-
Total Receipts		-	26,345	-	-	-	-	-	26,345
Disbursements									
CSLC Operating Costs									
Bank Fees	6	25	25	25	25	25	25	25	175
Consulting costs	7	-	1,000	-	1,000	-	1,000	-	3,000
Marketing / meals and entertainment	6	150	-	150	-	150	-	150	600
Miscellaneous operating costs	6	-	1,000	-	-	-	-	-	1,000
Property taxes	8	-	-	-	-	-	-	-	-
Repairs and maintenance	9	1,500	-	-	-	-	-	-	1,500
SaskPower / SaskEnergy	10	-	2,000	-	-	-	-	-	2,000
Source deduction remittance	11	-	-	-	-	7,500	-	-	7,500
Street repair / road maintenance	6	-	500	-	-	-	-	-	500
Travel costs	12	500	500	-	-	-	-	-	1,000
Vehicle expenses	13	-	-	-	500	-	-	-	500
Wages	14	-	2,438	-	2,438	-	-	-	4,876
Waste disposal	6	-	1,455	-	-	-	-	-	1,455
Water tests	6	-	-	110	-	-	-	-	110
WSA permit	15	-	-	600	-	-	-	-	600
Contingency	16	-	1,000	-	1,000	-	1,000	-	3,000
Subtotal		2,175	9,918	885	4,963	7,675	2,025	175	27,816
MDI Utility Facility									
Construction costs	17	-	-	-	-	-	-	-	-
Subtotal		-	-	-	-	-	-	-	-
Financing Costs and Professional Fees									
Professional fees	18	-	10,000	-	-	-	10,000	-	20,000
Subtotal		-	10,000	-	-	-	10,000	-	20,000
Total Disbursements		2,175	19,918	885	4,963	7,675	12,025	175	47,816
Net Cash Flows		(2,175)	6,427	(885)	(4,963)	(7,675)	(12,025)	(175)	(21,471)
Opening Cash (Balance per Bank)	19	21,101	18,926	25,353	24,468	19,505	11,830	(195)	21,101
Net Cash Flows		(2,175)	6,427	(885)	(4,963)	(7,675)	(12,025)	(175)	(21,471)
Closing Cash (Indebtedness)		\$ 18,926	\$ 25,353	\$ 24,468	\$ 19,505	\$ 11,830	\$ (195)	\$ (370)	\$ (370)

Notes and Assumptions

- 1 CSLC revenues are forecast based on 79 existing Copper Sands Mobile Home Park tenants paying lease fees of \$675 per month. Given the anticipated closing date of January 23, 2019 for the Mobile Home Park (i.e. two weeks after the January 9, 2019 hearing assuming the granting of a sale approval and vesting order), no monthly rents have been forecast beyond January 23, 2019.
- 2 CSLC continues to work with the Rural Municipality of Edenwold to obtain approval of the development plan and subdivision for the Tanglewood Expansion. As the timing of development is uncertain, no sale/rental revenues have been included in the forecast.
- 3 Forecast net proceeds received for the sale of the Mobile Home Park have not been disclosed herein to avoid tainting any future sales process. Any approved holdback from the Old Kent Road Financial Inc. refinancing to complete the MDI Utility Facility have been excluded from the forecast as any such holdback must be approved by the Secured Creditors and the Court, and will be held in trust, only to be released upon submission of statutory declarations by MDI Utility Corp's engineers.
- 4 As the timing of the sale of the RTM Mobile Homes is uncertain, no amounts have been included in the forecast. Furthermore, the priority and distribution of any proceeds received will be subject to further Order of the Court.
- 5 As the timing of the completion of the MDI Utility Facility is unknown, no receipts have been forecast over the projection period.
- 6 Operating costs are forecast based on the historical annualized operating costs for Copper Sands Mobile Home Park prorated monthly.
- 7 Forecast consulting costs for Ms. Midtdal and other third party external consultants associated with the Tanglewood Expansion, development of the MDI Utility, and securing alternative financing.
- 8 The 2018 annual property tax payment of approximately \$4,100 has not been made by the Applicants.
- 9 Forecast based on actual repairs and maintenance costs incurred for the period January 15, 2018 to January 6, 2019.
- 10 Forecast utility costs are based on annual costs associated with five (5) accounts prorated monthly.
- 11 Estimated remittance of payroll source deduction arrears.
- 12 Forecast based on actual travel costs incurred by Ms. Midtdal for the period January 15, 2018 to January 6, 2019.
- 13 Forecast vehicle costs are based on monthly fuel charges of \$500.
- 14 Wages are forecast based on the actual cost of the on-site resident manager at Copper Sands Mobile Home Park and a part-time maintenance/repair individual.
- 15 Water Security Agency (WSA) costs are based on historical costs.
- 16 Contingency reserve for unbudgeted costs.
- 17 Estimated costs for completion of the MDI Utility Facility (approximately \$750,000) have been excluded from the cash flows as the timing of these costs is uncertain. The Applicants are anticipating funding these costs from a holdback from refinancing expected to be received from Old Kent Road Financial Inc.
- 18 Given the limited operating capital available to the Applicants, professional fees will continue to accrue during the forecast period with limited professional fees expected to be paid. Professional fee arrears (as disclosed in the Third Report) have not been included in the forecast.
- 19 Opening cash balance as at January 7, 2019.

Exhibit D – January 2, 2019 MLT Aikins LLP Correspondence

January 2, 2019

TO: All Parties on the Attached Service List

Dear Sirs/Mesdames:

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

This letter shall serve as notice, pursuant to paragraph 5 of the Order granted in relation to the above-noted matter on December 7, 2018 by the Honourable Mr. Justice N.G. Gabrielson (the "**December 7 Order**"), that:

1. the Proposed Sale (as defined in the December 7 Order) is unconditional, save and except for:
 - a. a condition requiring the approval of such transactions by the Court in the form of a Sale Approval and Vesting Order; and
 - b. a condition requiring the removal of the Parcel Tie (as defined in the December 7 Order); and
2. the Proposed Transaction (as defined in the December 7 Order) is unconditional, save and except for:
 - a. a condition requiring the approval of such transactions by the Court; and
 - b. a condition requiring the removal of the Parcel Tie (as defined in the December 7 Order).

Yours truly,

MLT AIKINS LLP

Per:


for Jeffrey M. Lee, Q.C.

Exhibit E – December 7, 2018 and December 17, 2018 MLT Aikins LLP Correspondence

December 17, 2018

Via E-Mail: dreti@owzw.com and to rsandbeck@owzw.com

Olive Waller Zinkhan & Waller LLP
Barristers & Solicitors
1000 – 2002 Victoria Avenue
Regina, SK S4P 0R7

Attention: Mr. Randy M. Sandbeck, Q.C.

Via E-Mail: Leanne.lang@gov.sk.ca

Ms. Leanne Lang, Senior Crown Counsel
Legal Services Division, Ministry of Justice
9th Floor, 1874 Scarth Street
Regina, SK S4P 4B3

Dear Sirs/Mesdames:

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

We note that we have not received a response from your respective offices to our letter of December 7, 2018 (copy enclosed; copy of attached Order of Mr. Justice Gabrielson omitted).

As noted in our December 7 letter, this matter is extremely time sensitive.

Please let us hear from your respective offices regarding the status of our request that the RM of Edenwold and Community Planning Branch prioritize this matter and deal with it as soon as possible.

MLT AIKINS

WESTERN CANADA'S LAW FIRM

Finally, as previously indicated, if there are specific additional items of information required by the RM of Edenwold or Community Planning Branch in order to expedite consideration of this request, we would appreciate hearing from you as soon as possible.

Thank you for your consideration of this request and we look forward to your timely response.

Yours truly,

MLT AIKINS LLP

Per. 

Jeffrey M. Lee, Q.C.

Enclosure

- cc: Copper Sands Group
- cc: Kanuka Thuringer LLP
Attn: Warren Sproule, Diana Lee and Alex Shalashniy
- cc: Miller Thomson LLP
Attn: Rick Van Beselaere
- cc: Deloitte Restructuring Inc.
Attn: Brent Warga and John Fritz
- cc: McDougall Gauley LLP
Attn: Ian Sutherland and Craig Frith
- cc: Gerrand Rath Johnson Lawyers LLP
Attn: Mark F. Mulatz
- cc: Gates & Company
Attn: Randy Langgard
- cc: Nychuk & Company
Attn: Kevin Mellor (counsel to OKR Financial)
- cc: MLT Aikins
Attn: Paul Olfert

MLT AIKINS

WESTERN CANADA'S LAW FIRM

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

Jeffrey M. Lee, Q.C.
Direct Line: (306) 975-7136
E-mail: jmlee@mltaikins.com

Carmen R. Balzer
Legal Assistant
Direct Line: (306) 956-6956
E-mail: cbalzer@mltaikins.com

December 7, 2018

Via E-Mail: dreti@owzw.com and to rsandbeck@owzw.com

Olive Waller Zinkhan & Waller LLP
Barristers & Solicitors
1000 – 2002 Victoria Avenue
Regina, SK S4P 0R7

Attention: Mr. Randy M. Sandbeck, Q.C.

Via E-Mail: Leanne.lang@gov.sk.ca

Ms. Leanne Lang, Senior Crown Counsel
Legal Services Division, Ministry of Justice
9th Floor, 1874 Scarth Street
Regina, SK S4P 4B3

Dear Sirs/Mesdames:

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

We attach for service upon each of you a copy of the Order of the Honourable Mr. Justice N.G. Gabrielson in Chambers granted this morning in Saskatoon in regard to the above-noted matter.

As provided for in paragraphs 3 to 6 of the enclosed Order, the application by Copper Sands Land Group for a Sale Approval and Vesting Order in regard to the proposed sale of the Copper Sands Mobile Home Park and for an Order removing the parcel tie between LSD 4 and LSD 5 has been adjourned to a date in the first two weeks of January, to be determined by the Court. **At the conclusion of today's court hearing, Justice Gabrielson and the Registrar of the Court set this hearing to take place at 10:00 a.m. on Wednesday, January 9, 2019 in Saskatoon.**

We have been informed by Ms. Lang that Community Planning Branch has taken steps to expedite processing of the subdivision application by Copper Sands Group to achieve removal of the parcel tie. Further, and in particular, Ms. Lang informs us that the parcel tie removal request has been forwarded to the RM of Edenwold for its consideration.

MLT AIKINS

WESTERN CANADA'S LAW FIRM

The purpose of this letter is to respectfully request that the RM of Edenwold and Community Planning Branch prioritize this matter and deal with it as soon as possible; and, in any event, prior to Thursday, January 3, 2019.

If no decision has been reached in regard to this matter by January 3, 2019, Copper Sands Group will be proceeding with its application for Sale Approval and Vesting Order and removal of the parcel tie before Mr. Justice Gabrielson in Court in Saskatoon on January 9, 2019.

If there are specific additional items of information required by the RM of Edenwold or Community Planning Branch in order to allow them to expedite consideration of this request, please let us hear from you as soon as possible.

We thank you for your consideration of this request and look forward to hearing from you as soon as possible.

Yours truly,

MLT AIKINS LLP

Per: 
Jeffrey M. Lee, Q.C.

- cc: Copper Sands Group
- cc: Kanuka Thuringer LLP
Attn: Warren Sproule, Diana Lee and Alex Shalashniy
- cc: Miller Thomson LLP
Attn: Rick Van Beselaere
- cc: Deloitte Restructuring Inc.
Attn: Brent Warga and John Fritz
- cc: McDougall Gauley LLP
Attn: Ian Sutherland and Craig Frith
- cc: Gerrand Rath Johnson Lawyers LLP
Attn: Mark F. Mulatz
- cc: Gates & Company
Attn: Randy Langgard
- cc: Nychuk & Company
Attn: Kevin Mellor (counsel to OKR Financial)
- cc: MLT Aikins
Attn: Paul Olfert