COURT FILE NUMBER Q.B.G. No. 938 of 2019

COURT OF QUEEN'S BENCH FOR

**SASKATCHEWAN** 

JUDICIAL CENTRE SASKATOON

APPLICANT ROYAL BANK OF CANADA

RESPONDENT 7 G.B. ENTERPRISES INC.

DOCUMENT FIRST REPORT OF DELOITTE

RESTRUCTURING INC., IN ITS CAPACITY AS COURT APPOINTED RECEIVER OF

7 G.B. ENTERPRISES INC.

February 24, 2019

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF

PARTY FILING THIS

**DOCUMENT** 

**RECEIVER** 

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## **EXHIBITS**

- Exhibit A Receivership Order
- Exhibit B Sales and Information Package
- Exhibit C Advertisements
- Exhibit D Fees and Disbursements of the Receiver
- Exhibit E Fees and Disbursements of the Receiver's Legal Counsel
- Exhibit F Statement of Receipts and Disbursements for the period July 16, 2019 to February 21, 2020

## INTRODUCTION

- 1. On July 16, 2019 (the "Date of Receivership"), Royal Bank of Canada ("RBC" or the "Applicant") made an application to the Court of Queen's Bench for Saskatchewan (the "Court") seeking an order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985 c. B-3 (the "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"), to appoint Deloitte Restructuring Inc. ("Deloitte") as receiver (the "Receiver"), without security, of all the present and after acquired assets, undertakings, and properties (the "Property") of 7 G.B. Enterprises Inc. ("7 G.B." or the "Company"). The Honourable Justice B. J. Scherman granted an Order (the "Receivership Order") appointing Deloitte as Receiver that same day. A copy of the Receivership Order (attached hereto as Exhibit A) and other information regarding the receivership proceedings can be accessed at www.insolvencies.deloitte.ca/en-ca/7GB (the "Receiver's Website").
- 2. The Receivership Order provides, *inter alia*, for the following:
  - (a) No proceeding (a "**Proceeding**") against or in respect of the Company or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of the Court and any and all Proceedings currently underway against or in respect of the Company or the Property are hereby stayed and suspended pending further Order of the Court.
  - (b) The Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, and the Receiver and counsel to the Receiver shall by 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 the Receivership Order, and the Receiver's 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 (as defined in the Receivership Order), but subject to sections 14.06(7), 81.4(4) and 81.6(2) of the BIA.
  - (c) Any interested party may apply to the Court to vary or amend the Receivership 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 the Court may order.

- 3. This report constitutes the first report of the Receiver (the "First Report"), and is being filed to inform the Court as to the following:
  - (a) The activities of the Receiver since the Date of Receivership;
  - (b) Details of the Company's assets and liabilities including charges, security interests, and encumbrances registered against the Property; and
  - (c) The results of the Receiver's Sales Process (as defined below).
- 4. Furthermore, the First Report, along with the confidential supplement to the First Report dated February 24, 2020 (the "Confidential Report"), are being filed in support of the Receiver's application to this Honourable Court on February 28, 2020, seeking the following:
  - (a) Approval of the reported actions of the Receiver since the Date of Receivership in respect of administering these receivership proceedings;
  - (b) Approval of the Final 369 Offer (as defined below) and the respective Asset Purchase Agreement (as defined below) for the sale of the Property;
  - (c) Approval of the repayment of the Receiver's borrowings under the Borrowing Facility (as defined below);
  - (d) Approval of the Receiver's Holdback (as defined below) to complete the within application and to finalize the receivership proceedings;
  - (e) Approval of the future distribution of funds, after repayment of the Borrowing Facility and retention of the Receiver's Holdback, to RBC as they relate to the RBC Security (as defined below) and as they become available up to the amount of the RBC Indebtedness (as defined below);
  - (f) Approval of the payment of any amounts remaining from the Receiver's Holdback to

RBC on account of the priority of the RBC Security up to the amount of the RBC Indebtedness;

- (g) Approval of the fees and disbursements of the Receiver and its legal counsel;
- (h) Approval of the Receiver's Statement of Receipts and Disbursements for the period July 16, 2019 to February 21, 2020;
- (i) An Order sealing the Confidential Report in the Court file; and
- (i) An Order discharging the Receiver.

#### TERMS OF REFERENCE

- 5. In preparing this First Report, the Receiver has relied upon unaudited financial information, the books and records of the Company and discussions with former management of the Company ("Management"), interested parties, and the stakeholders of the Company.
- 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. 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. Unless otherwise stated, all monetary amounts contained in this First Report are expressed in Canadian dollars.
- 8. Capitalized terms used in this First Report but not defined herein are as defined in the

Receivership Order.

## **BACKGROUND**

- 9. 7 G. B. is a private company incorporated in August 2012 under the laws of the Province of Saskatchewan. The Company was incorporated as a holding company, with the sole purpose of developing a single residential real estate development in Weyburn, Saskatchewan ("Weyburn"). As at May 7, 2019, according to the Saskatchewan Corporate Registry, the sole officer, director, and common shareholder was Mr. Gurmej Singh Josan ("Mr. Josan").
- 10. 7 G.B.'s head office is located in Surrey, British Columbia. The Company's only asset was an approximate 15.4 acre parcel of land (the "7 G.B. Land") in Weyburn known as Douglas Heights (the "Douglas Heights Development"). Based on a review of the records provided by Mr. Josan and discussions with consultants formerly involved in the project, the Douglas Heights Development was to be constructed in three (3) phases. As at the Date of Receivership, the 7 G.B. Land had already been subdivided into fifty (50) residential lots, forty-eight (48) of which ranged in size from 0.13 acres to 0.21 acres, one (1) parcel of 0.95 acres, and one (1) parcel of 3.64 acres (collectively the "Lots").
- 11. As at the Date of Receivership, the Receiver was advised by Clifton Associates ("Clifton"), 7 G.B.'s former engineering consultant, that although underground services had been installed for all three (3) phases of the Douglas Heights Development, certain deficiencies required remediation. Furthermore, Mr. Josan advised that only phase one (1) of the project had been actively marketed, and only two (2) Lots had been sold.
- 12. RBC is the principal lender to the Company and holds various first ranking security positions (the "RBC Security") as against the Company and its assets. RBC was owed approximately \$2.1 million (the "RBC Indebtedness") from the Company at the Date of Receivership.

## **Powers of the Receiver**

13. The Receiver's powers are detailed in Paragraph 3 of the Receivership Order and include the power to take and maintain possession and control of the Property; the power to manage,

operate, and carry on the business of the Company; and the power to market and sell the Property (subject to Court approval if one sale exceeds \$75,000 or if in the aggregate the sales exceed \$250,000), among others.

14. The Receivership Order also empowers the Receiver 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 exceed \$350,000 (or such greater amount as the Court may by further Order authorize) (the "Borrowing Facility").

## **Possession and Control of the Property**

- 15. On the Date of Receivership, Mr. Josan advised that all development activities at the Douglas Heights Development had previously ceased in October 2018. Accordingly, as at the Date of Receivership, there were no active operations and no employees to terminate (as Mr. Josan advised that the Company never had any employees). The Receiver attended at the Douglas Heights Development on the Date of Receivership and confirmed that all operations had ceased.
- 16. Given the current economic environment in the Weyburn area, in consultation with RBC, the Receiver made the determination that it would not incur any costs to continue with the Douglas Heights Development, and that it would attempt to sell the Property in its current state.

#### ACTIVITIES OF THE RECEIVER

- 17. Since the Date of Receivership, the Receiver has undertaken the following activities with respect to the Property:
  - (a) Attended at the Douglas Heights Development to take possession and control of the Property, and to inventory and photograph same;
  - (b) Arranged for insurance coverage for the Property effective August 16, 2019, as the Company's prior policy had lapsed on April 17, 2019;
  - (c) Arranged for mail redirection to the Receiver's office;

- (d) Contacted various consultants and stakeholders to ascertain the status of the Douglas Heights Development (i.e. City of Weyburn, Clifton, KMP Law, Home Life Crawford Realty, etc.);
- (e) Contacted Mr. Josan on several occasions with respect to the books and records of the Company, and to confirm that the Company had no active employees as at the Date of Receivership;
- (f) Arranged for weed control for the Property so as to comply with a maintenance and nuisance abatement notice issued by the City of Weyburn;
- (g) Arranged for the remediation of a soil washout which resulted in the exposure of underground services on the Property;
- (h) Prepared a detailed sales and information package (the "SIP"), attached hereto as Exhibit B, and conducted a robust sales process (the "Sales Process") for the Property;
- (i) Negotiated an asset purchase agreement (the "Asset Purchase Agreement") with 0756369 B.C. Ltd. ("369 B.C."); and
- (j) Prepared, reviewed, and finalized this First Report and the Confidential Report.

#### **ASSETS**

## 7 G.B. Land

- 18. At the Date of Receivership, Management advised that the only asset of the Company was the 7 G.B. Land, and that the Company had no inventory, equipment, or other assets. The net book value of the 7 G.B. Land was reported by Management to be approximately \$6.1 million as at September 30, 2018.
- 19. Prior to the Date of Receivership, RBC engaged B.R. Gaffney & Associates Real Estate Appraisers and Consultants ("B.R. Gaffney") to conduct an independent appraisal (the "Appraisal") of the Douglas Heights Development. The Appraisal was finalized on October 31, 2018 (with an effective appraisal date of September 19, 2018). The Receiver

has not released the Appraisal to any other party due to the risk of impeding or limiting the potential realization of the 7 G.B. Land. A copy of the Appraisal is attached as Exhibit A to the Confidential Report.

20. The Receiver is not aware of any other assets of the Company as at the date of this First Report.

#### SALES PROCESS

- 21. The Receiver engaged in discussions with several parties, including Management and RBC, with respect to a process to sell the 7 G.B. Land and to ascertain who may be an interested party.
- 22. In consultation with RBC, the Receiver concluded that a formal Sales Process was necessary to gauge the interest in the market for the 7 G.B. Land. As part of the Sales Process, the Receiver prepared the SIP which included a detailed listing of the Lots being offered for sale, along with the related terms and conditions of the Sales Process. The SIP was distributed to auctioneers and various other interested parties commencing on August 23, 2019.
- 23. Certain of the terms and conditions of sale (the "**Terms and Conditions**") detailed in the SIP included, but were not limited to, the following:
  - (a) The Receiver was seeking offers and/or proposals from auction companies, realtors, developers, and other parties for the realization of the 7 G.B. Land;
  - (b) The 7 G.B. Land was being offered for sale on an "as is, where is" basis;
  - (c) The Receiver would not be obligated to accept the highest offer, or any proposal;
  - (d) Viewings were to be coordinated with the Receiver;
  - (e) Proposals and offers were to be submitted by September 27, 2019 (the "Submission Deadline"); and
  - (f) Parties seeking to purchase some or all of the 7 G.B. Land would be required to

submit a standard form of offer prepared by the Receiver, a 20% deposit, and would have to be prepared to close the sale on or before fifteen (15) days after the date of acceptance or within five (5) business days following the granting of a sale approval and vesting order (the "Sale Approval and Vesting Order") by the Court, whichever is later (or such other date as may be agreed to by the purchaser and the Receiver).

- 24. Interested parties were identified through discussions with Management, industry contacts, and industry contact lists. The Receiver also advertised the acquisition opportunity in the Regina Leader-Post (August 24, 2019), the Saskatoon Star Phoenix (August 24, 2019), and the Weyburn Review (August 21, 2019), copies of which are attached hereto as Exhibit C. Approximately 160 potential interested parties were contacted directly by the Receiver. The SIP was distributed to 61 interested parties which included 38 developers, 10 auctioneers, 11 realtors, and 2 individuals who were previously involved with the Douglas Heights Development (collectively the "Interested Parties").
- 25. Based on the Sales Process and the results therefrom, discussions with Interested Parties subsequent to the Submission Deadline, and the current state of the economy in southeastern Saskatchewan, the Receiver is of the view that proceeding with the offer from 369 B.C. (the "Final 369 Offer") will result in the highest return to the creditors.
- 26. The Receiver is recommending that the Court approve the Final 369 Offer and the respective Asset Purchase Agreement for the reasons outlined in the Confidential Report. The Final 369 Offer, the other offers and auction proposals received, and the Sales Process are more fully described in the Confidential Report.
- 27. The Receiver has discussed and shared all the offers and proposals received during the Sales Process, and subsequent thereto, with RBC, and RBC is in support of accepting the Final 369 Offer for the 7 G.B. Land.

## CREDITOR CLAIMS AND PROPOSED DISTRIBUTIONS

28. The Receiver and the Receiver's independent legal counsel, McDougall Gauley LLP ("McDougall Gauley"), have reviewed the validity and priority of the secured and priority claims that have been identified, and the Receiver advises as follows:

- (a) McDougall Gauley has conducted an independent review of the validity and enforceability of the RBC Security (the "Security Opinion") and has opined that the RBC Security:
  - (i) is valid and enforceable;
  - (ii) ranks in priority to the other secured creditors of 7 G. B.; and
  - (iii) ranks in priority to the unsecured creditors of 7 G.B. and any subsequently appointed trustee in bankruptcy.
- (b) The Company's records indicate that there are no debts owing to Canada Revenue Agency ("CRA") on account of unremitted payroll source deductions (as the Company had no employees), or any goods and services tax ("GST"). As at the date of this First Report, the Receiver has collected a GST refund in the amount of \$19,154 owing to the Company.
- 29. Subject to the repayment of the Receiver's Court authorized borrowing facility (the "Borrowing Facility") (further discussed below), and any other necessary reserves from the sale proceeds (the "Proceeds") the Receiver determines may be necessary to account for the Unpaid Legal Fees, the Estimated Receiver Fees, and the Estimated Legal Fees (all terms as defined below) (collectively the "Receiver's Holdback"), the Receiver is proposing to distribute the balance of the Proceeds (the "Residual Proceeds") to RBC on account of the priority of the RBC Security, up to the value of the RBC Indebtedness (the "Proposed Distributions").
- 30. Other unsecured creditors include third party service providers who are not claiming any security interest in the 7 G.B. Land. As at the Date of Receivership, 7 G. B. listed unsecured creditors with claims of approximately \$20,000.
- 31. At the Date of Receivership, as the Company did not have any employees, the Receiver determined that there was no need for any filing under the Wage Earner Protection Program ("WEPP").

## FEES AND DISBURSEMENTS OF THE RECEIVER AND ITS LEGAL COUNSEL

- 32. Pursuant to paragraph 18 of the Receivership Order, the Receiver and its legal counsel shall pass their accounts from time to time. The Receiver is of the view that the primary party of interest is RBC given that they hold a priority interest over all of the Property of the Company. RBC has been served with this First Report, has reviewed the contents of the Confidential Report, and has been provided with all invoices of the Receiver within these proceedings.
- 33. Attached as Exhibit D is a summary of the invoices of the Receiver for fees and disbursements incurred during the course of the proceedings for the period July 15, 2019 to January 21, 2020. The Receiver's accounts total \$57,288 in fees and disbursements, excluding GST. The Receiver estimates that its fees and disbursements to finalize this First Report and the Confidential Report, prepare for and attend the February 28, 2020 hearing, and to finalize the Receiver's discharge will approximate \$15,000 (plus GST) (the "Estimated Receiver Fees").
- 34. The fees charged by the Receiver are based on the amount of professional time required at hourly billing rates, which vary depending upon the experience level and location of professionals involved. The average blended hourly rate charged by the Receiver in these proceedings for invoices issued to date is \$380 per hour. The rates charged by the Receiver are the normal rates and charges for engagements of this nature, and are comparable to the rates charged for the provision of services by other professional firms providing specialized financial advisory services.
- 35. The Receiver is of the view that its fees and disbursements are fair and reasonable in the circumstances and have been duly rendered in response to the required and necessary duties of the Receiver in accordance with the provisions of the Receivership Order.
- 36. Attached as Exhibit E is a summary of the invoice of the Receiver's legal counsel for fees and disbursements incurred during the course of the proceedings for the period August 15, 2019 to February 18, 2020. The accounts total \$34,100 in fees and disbursements excluding Provincial Sales Tax and GST, and remain unpaid as at the date of this First Report (the "Unpaid Legal Fees"). The Receiver's legal counsel estimates that its fees and

disbursements to prepare for and attend the February 28, 2020 hearing and to assist with finalizing the Receiver's discharge will approximate \$12,500 (plus taxes) (the "Estimated Legal Fees").

37. The Receiver has reviewed the invoice rendered by its legal counsel and finds it reasonable and validly incurred in accordance with the provisions of the Receivership Order.

## STATEMENT OF RECEIPTS AND DISBURSEMENTS

- 38. The Receiver has prepared a Statement of Receipts and Disbursements for the period of July 16, 2019 to February 21, 2020 for 7 G.B., a copy of which is attached hereto as Exhibit F.
- 39. As at the date of this First Report, in accordance with paragraph 20 of the Receivership Order, the Receiver has borrowed \$100,000 from the Court authorized Borrowing Facility to fund the receivership proceedings. It is the Receiver's intention to repay the Borrowing Facility prior to distributing the Residual Proceeds to RBC.
- 40. In accordance with the Asset Purchase Agreement, the Receiver was responsible for payment of the 2019 municipal property taxes for the 7 G.B Land, including any arrears. On December 19, 2019, with the consent of RBC, the Receiver paid approximately \$38,512 to the City of Weyburn to satisfy its obligations under the Asset Purchase Agreement.

## APPROVALS SOUGHT

- 41. The Receiver believes that, other than completing the Proposed Distributions and certain administrative matters, the Receiver's mandate pursuant to the Receivership Order (the "Receiver's Mandate") is substantially complete.
- 42. For the reasons outlined above, the Receiver respectfully requests that the Court provide an Order:
  - (a) Approving all activities, actions, and proposed courses of action of the Receiver (collectively, the "Actions of the Receiver") to date in relation to the discharge of its duties and the Receiver's Mandate pursuant to the Order of this Court in these proceedings, as such actions of the Receiver are more particularly described in this First Report and the Confidential Report;

- (b) Approving the fees and disbursements of the Receiver and its legal counsel for the period July 15, 2019 to January 21, 2020, and August 15, 2019 to February 18, 2020, respectively;
- (c) Approving the Receiver's Holdback to complete the within application and to finalize the receivership proceedings, without the requirement of taxation or formal passing of accounts;
- (d) Approving the Receiver's Statement of Receipts and Disbursements for the period July 16, 2019 to February 21, 2020;
- (e) Approving the Final 369 Offer and the respective Asset Purchase Agreement for the sale of the Property;
- (f) Approving the repayment of the Receiver's borrowings under the Borrowing Facility;
- (g) Approving, subject to the retention of the Receiver's Holdback, payment of the balance of the funds held in trust to RBC on account of the priority of the RBC Security up to the amount of the RBC Indebtedness;
- (h) Approving payment of any amounts remaining from the Receiver's Holdback to RBC on account of the priority of the RBC Security up to the amount of the RBC Indebtedness;
- (i) Sealing the Confidential Report in the Court file;
- (j) That upon payment of the Proposed Distributions and any amounts remaining from the Receiver's Holdback to RBC, the Receiver shall be discharged as Receiver, provided that notwithstanding such discharge:
  - (i) The Receiver shall remain Receiver for the performance of such routine administrative tasks as may be required to complete the administration of these proceedings; and
  - (ii) The Receiver shall continue to have the benefit of the provisions of all Orders made in these proceedings, including all approvals, protections, and stays of

proceedings in favor of Deloitte in its capacity as Receiver;

(k) That upon the Receiver filing with this Honourable Court its discharge certificate (the

"Receiver's Discharge Certificate") confirming that the Receiver has completed the

Receiver's Mandate, that Deloitte be discharged from any and all liability, save and

except for any liability arising out of gross negligence or willful misconduct on the

part of the Receiver; and

(l) Granting such further and other relief that the Court considers just and warranted in

the circumstances.

All of which is respectfully submitted at Saskatoon, Saskatchewan, this 24th day of February

2020.

DELOITTE RESTRUCTURING INC.

In its capacity as Receiver of 7 G.B. Enterprises Inc., 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.G. No. 938 of 2019

# COURT OF QUEEN'S BENCH FOR SASKATCHEWAN IN BANKRUPTCY AND INSOLVENCY

JUDICIAL CENTRE

**SASKATOON** 

#### IN THE MATTER OF THE RECEIVERSHIP OF 7 G.B. ENTERPRISES INC.

#### RECEIVERSHIP ORDER

Before the Honourable Mr. Justice B.J. Scherman in Chambers the 16th day of July, 2019.

Upon the application of Jeffrey M. Lee, Q.C. and Paul Olfert in respect of **7 G.B. Enterprises Inc.** (the "**Debtor**"); and upon having read the Originating Application, the Affidavit of Gordon Fry sworn June 14, 2019; the consent of Deloitte Restructuring Inc. to act as receiver ("**Receiver**"), and Brief of Law, all filed; and upon hearing from Jeffrey M. Lee, Q.C., counsel for the Applicant, Royal Bank of Canada ("**RBC**");

## 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 Inc. 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").

#### **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;
- (I) 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 \$75,000.00, provided that the aggregate consideration for all such transactions does not exceed \$250,000.00; 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; and
- (s) 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 filling of any registration to preserve or perfect a mortgage or security interest; or (iv) prevent the registration or filling 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 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.
- 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 \$350,000.00 (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. 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.
- 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.
- The Electronic Case Information and Service Protocol attached as Schedule "C" hereto (the 35. "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 the Protocol with the following established accordance with <www.insolvencies.deloitte.ca/en-ca/7GBEnterprises>. Applications 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 Saskatoon, in the Province of Saskatchewan, this the day of July, 2019.

ORIGINAL SIGNED BY
P. VOGT

DEPUTY LOCAL REGISTRAR

This document was delivered by: MLT Aikins LLP, 1500, 410 22nd Street E, Saskatoon SK S7K 5T6.

TO:

All recipients listed on the Preliminary Service List enclosed herewith.

## **CONTACT INFORMATION AND ADDRESS FOR SERVICE:**

Name of firm:

MLT Aikins LLP

Lawyer in charge of file:

Jeffrey M. Lee, Q.C. and Paul Olfert

Address of firm:

1500, 410 22<sup>nd</sup> Street E, Saskatoon SK S7K 5T6

Telephone number:

306.975.7100

Email address:

JMLee@mltaikins.com/polfert@mltaikins.com

File No:

1480.207

## SCHEDULE "A"

## RECEIVER'S CERTIFICATE

CERTIF	FICATE NO.				
AMOUN	NT <u>\$</u>				
1.	THIS IS TO CERTIFY that DELOITTE RESTRUCTURING INC., the receiver (the "Receiver") of the assets, undertakings and properties of 7 G.B. ENTERPRISES INC. (the "Debtor") acquired for, or used in relation to the Debtor's business, including all proceeds thereof (the "Property") appointed by Order of the Court of Queen's Bench of Saskatchewan (the "Court") issued the day of, 20 (the "Order") made in action, 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 \$ which the Receiver is authorized to borrow under and pursuant to the Order.				
2.	ne principal sum evidenced by this certificate is payable on demand by the Lender with interest ereon calculated and compounded [daily] [monthly not in advance on the day of each onth] after the date hereof at a notional rate per annum equal to the rate of per cent above e 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 <i>Bankruptcy and Insolvency Act</i> (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 office of the Lender at $^{\star}$ .	ayable in respect of principal and interest under this certificate are payable at the main e Lender at *.			
5.	ranking or purporting to rank in priority to this certificate shall be issued by the Rec	all liability in respect of this certificate has been terminated, no certificates creating charges g or purporting to rank in priority to this certificate shall be issued by the Receiver to any other than the holder of this certificate without the prior written consent of the holder of ertificate.			
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	D the day of, 20				
	DELOITTE RESTRUCTURING INC., so capacity as Receiver of the Property, an 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 7 G.B. ENTERPRISES INC.

A Receiver has been appointed by Order of the Court of Queen's Bench for Saskatchewan over the property, assets and undertaking of 7 G.B. Enterprises Inc.. A copy of the Court Order appointing Deloitte Restructuring Inc. as Receiver is posted on the Case Website at: <a href="https://www.insolvencies.deloitte.ca/enca/7GBEnterprises">www.insolvencies.deloitte.ca/enca/7GBEnterprises</a>

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

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:

- Royal Bank of Canada c/o MLT Aikins LLP
   1500 – 410 22<sup>nd</sup> Street East Saskatoon, SK S7K 5T6 Attention: Carmen Balzer Email: CBalzer@mltaikins.com
- 2. Deloitte Restructuring Inc. 360 Main Street, Suite 2300 Winnipeg, MB R3C 3Z3 Attention: John Fritz Email: jofritz@deloitte.ca

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:

 Royal Bank of Canada c/o MLT Aikins LLP
 1500 – 410 22<sup>nd</sup> Street East Saskatoon, SK S7K 5T6 Attention: Carmen Balzer Email: CBalzer@mltaikins.com

2. Deloitte Restructuring Inc. 360 Main Street, Suite 2300 Winnipeg, MB R3C 3Z3 Attention: John Fritz Email: jofritz@deloitte.ca

Re: In the Matter of the Receivership of 7 G.B. Enterprises Inc.

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

by email, at the following email a	email, at the following email address:			
·	, or			
	eive electronic mail, and am therefore eligible to reques y 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 \* 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;
- (I) "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.
- 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

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 BENCI	I FOR SASKATCHEWAN					
In Bankruptcy and Insolvency						
In the Matter of the Receivership of 7 G.B. Enterprises Inc. <www.insolvencies.deloitte.ca 7gbenterprises="" en-ca=""></www.insolvencies.deloitte.ca>						
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):  Serve counsel only Serve counsel & person listed below  Name of Person requesting Service:  (please provide full legal name, address, Email address and describe legal relationship to the Debtor)	Law Firm Name:  Lawyer Name:  Address:  Email address:  Address:  Semail address:  Email address:					
Date: (insert current date)	Date:					
I acknowledge having read the Saskatchewan Court of Q Service Protocol. I hereby request to be placed on the Se	ueen's Bench Electronic Case Information and ervice 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 <insert name of Service List Keeper here>: <Email address> I 306-xxx-xxxx

## **IMPORTANT NOTES**

The Service List is intended to provide a timely and efficient method for effecting service in 1. bankruptcy and insolvency in accordance with the Electronic Case Information and Service

- Protocol, a copy of which has been posted at <www.insolvencies.deloitte.ca/en-ca/7GBEnterprises>.
- 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 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 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 BENCI	I FOR SASKATCHEWAN								
In Bankruptcy and Insolvency									
In the Matter of the Receiversh <www.insolvencies.deloitte.co< th=""><th>a/en-ca/7GBEnterprises&gt;</th></www.insolvencies.deloitte.co<>	a/en-ca/7GBEnterprises>								
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 Questroice Protocol. I hereby request to be placed on the Sell hereby certify that I do not have access to Email, and the served with documents by way of facsimile transmission.  By so doing, I agree that I accept service by facsimile in the	ervice List. at I require to be given notice of and to be								

Name and Position of Person Making Request

PLEASE RETURN SIGNED COPY OF FORM TO <insert name of Service List Keeper here>: 306-xxx-xxxx

#### 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 <www.insolvencies.deloitte.ca/enca/7GBEnterprises>.
- 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 ladelivery of an RFS constitutes an attornment to the Saskatchewan proceedings.	₹W,	the

#### **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 Receiversh	ip of 7 G.B. Enterprises Inc.						
<www.insolvencies.deloitte.c< th=""><th>:a/en-ca/7GBEnterprises&gt;</th></www.insolvencies.deloitte.c<>	:a/en-ca/7GBEnterprises>						
Name of Person or Counsel requesting Removal from Service List:	Name:						
(please provide full legal name, address, Email address (or facsimile number)	Address:						
	Email address:						
Date: (insert current date)	Date:						
I wish to opt out of all further notice of these proceeding Service List.	gs, and hereby request to be removed from the						
I understand and acknowledge that delivery of this requirement to proceedings to me.							
I hereby represent that I am the person named above or on behalf of such person.	have authority to deliver this request						
Name and Position of Person Making Request							

PLEASE RETURN SIGNED COPY OF FORM TO <insert name of Service List Keeper here> <insert Email address of Service List Keeper here> 306-xxx-xxxx

#### **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. \* of \* (<Name of Judicial Centre>) - <Nature of

Proceeding or Order Being Served>

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:

Name of Document Filename

<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:

Name of Document

<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 <Name of Service List Keeper>. If you do not wish further notice of these proceedings (which includes service of all court documents) you may contact <Name of Service List Keeper> at <Email address with embedded link>, and ask to be removed.

# Exhibit B – Sales and Information Package

# **Deloitte.**

# **Sales and information package** 7 G.B. Enterprises Inc.

August 23, 2019

Deloitte Restructuring Inc., Receiver of 7 G.B. Enterprises Inc. 360 Main Street Suite 2300 Winnipeg, MB R3C 3Z3

Tel: 204-944-3586 Fax: 204-947-2689

Attention: John R. Fritz

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# Invitation for offers

On July 16, 2019, Deloitte Restructuring Inc. ("**Deloitte**") was appointed as Receiver (the "**Receiver**") of 7 G.B. Enterprises Inc. ("**7 G.B.**" or the "**Company**") pursuant to an Order of the Honourable Justice B. J. Scherman of the Court of Queen's Bench of Saskatchewan (the "**Court**"). The Receiver is offering for sale herein its interest, if any, in the assets of the Company.

Sealed offers for the purchase of the Receiver's interest in the assets of the Company will be received by Deloitte, in its capacity as Receiver of 7 G.B., until **5:00 p.m. (CDT)** on **Friday, September 27, 2019**. Deloitte is accepting offers on the real property of the Company.

7 G.B. was a residential property development company incorporated to complete a 15.4 acre development known as Douglas Heights in Weyburn, Saskatchewan. The Company's only asset was the 15.4 acre parcel of land. According to the former principal of the Company, development of the Douglas Heights project ceased in October 2018.

This sales and information package (the "Sales and Information Package") is not intended for general circulation or publication, nor is it to be reproduced or used for any purpose other than that outlined herein. The Receiver does not assume responsibility or liability for losses occasioned to any parties as a result of the circulation, publication, reproduction, or use of this Sales and Information Package.

The information provided herein was obtained from the books and records of the Company and information compiled since Deloitte's appointment as Receiver. The information is being provided for the sole use of prospective purchasers in considering their interest in acquiring any or all of the assets (sometimes also referred to as the "Assets") of the Company and does not purport to contain all of the information that a prospective purchaser may require. Prospective purchasers should conduct their own investigations and due diligence on the Assets and the information contained in this Sales and Information Package. The Receiver specifically notes that it has not independently verified or audited any of the information contained herein. The Receiver provides no representation or warranty as to the accuracy or completeness of the information contained in this Sales and Information Package and shall have no liability for any representations expressed or implied herein, or for any omissions from this Sales and Information Package or for any other written or oral communication transmitted to prospective purchasers in the course of their evaluation of the Assets. Under no circumstances shall any of the Companies' employees or former employees be contacted directly or indirectly by any potential bidder: (i) to answer any questions regarding the possible acquisition of all or part of the Assets; or (ii) to request additional information.

The Assets are being offered for sale on an "as is, where is" basis. The Receiver makes no representations, expressed or implied, as to the description, condition, size, quantity, quality or value of the Assets. Any purchaser will be asked as a condition of sale to sign an acknowledgement that they have inspected and satisfied themselves as to the condition of the Assets.

The Terms and Conditions of Sale are detailed later in this Sales and Information Package along with the following key dates for the process:

Event Timing						
Asset viewings  By appointment only on the following days:  August 26-30, September 3-6, September 9-12, September 15-20, and September 23-27						
Offer deadline	5:00 p.m. CDT on September 27, 2019					
Closing date	On or before fifteen (15) days after the date of acceptance or within five (5) business days following the granting of a Sale Approval and Vesting Order by the Court, whichever is later, or such other date as may be agreed by the Purchaser and the Receiver. Any extension of the Closing Date will be at the sole discretion of the Receiver.					

The highest or any offer need not be accepted by the Receiver. Offers shall be subject to the Terms and Conditions of Sale which shall be deemed to form part of the offer.

To make an arrangement to view the Assets, please contact John R. Fritz by phone at 204-944-3586 or by email at <a href="mailto:jofritz@deloitte.ca">jofritz@deloitte.ca</a>.

# Terms and Conditions of sale

Deloitte Restructuring Inc. ("**Deloitte**"), in its capacity as Court Appointed Receiver (the "**Receiver**") of 7 G.B. Enterprises Inc. ("**7 G.B.**" or the "**Company**") and not in its personal capacity, is offering for sale herein its interest, if any, in the assets of the Company (the "**Assets**") on the following terms and conditions:

#### Offers

- 1. The Assets are being offered for sale on an "as is, where is" without recourse basis and with no representations or warranties from the Receiver or any other party as to title, encumbrances, description, fitness for use, condition (environmental or otherwise), defect (patent or latent), collectability, merchantability, quantity, quality, value or the validity, invalidity, or enforceability of any patent, copyright or trademark right, or any other matter or thing whatsoever, either stated or implied.
- 2. Offers made for all, or a portion of, the Assets (the "Offers") must be submitted by completing the form of Offer to Purchase attached hereto as Schedule A. Sealed envelopes marked "OFFER 7 G.B. Enterprises Inc." shall be delivered or mailed, postage prepaid, to the Receiver at 360 Main Street, Suite 2300, Winnipeg, Manitoba R3C 3Z3 Attention John R. Fritz so as to be in its hands by 5:00 p.m. (CDT) on Friday September 27, 2019 (the "Offer Deadline"). Offers that do not strictly comply with these Terms and Conditions of Sale may, at the absolute discretion of the Receiver, be rejected for that reason alone.
- 3. All Offers must be accompanied by a bank draft or certified cheque, in each case drawn on a Canadian Chartered Bank or Credit Union, payable to "Deloitte Restructuring Inc., in Trust", in an amount equal to twenty percent (20%) of the purchase price for the Assets as stated in such Offer(s) (the "**Deposit**").
- 4. The Assets have been segregated into the following parcels (a "Parcel" or collectively the "Parcels") and are more particularly described in the Asset Parcel sections of the Sales and Information Package:

7 G.B. ENTERPRISES INC. DOUGLAS HEIGHTS DEVELOPMENT									
Parcel #	Title #	ICS Parcel #	Land Parcel Sumn Property Address	Lot I	Block	Plan	Acres	Land Titles Parcel Value	Tax Assessed Va
	lly Serviced Lot	s (identified deficier							
1			SOLD - Not inclu						
2			SOLD - Not inclu						
3	145887586		Confederation Drive	3		102171877	0.17	140,000	123,8
4	145887799		Confederation Drive	4		102171877	0.18	140,000	124,2
5	145887250		' Confederation Drive	5		102171877	0.18	150,000	125,5
6	145887441		Confederation Drive	6		102171877	0.21	150,000	130,0
7	145887564	203036194 9 M		9		102171877	0.17	205,000	123,8
8	145887227	203035935 5 M		8		102171877	0.16	137,000	120,0
9	145887575	203036206 1 M		7		102171877	0.15	150,000	119,1
10	145887621		637 Michel Court / Confederation Drive	10		102171877	0.16	145,000	120,5
11	145887632		Confederation Drive	21	5	102171877	0.16	120,000	121,1
12	145887261		Confederation Drive	20		102171877	0.15	250,000	119,4
13	145887340		Confederation Drive	19	5	102171877	0.13	175,000	114,4
14	145887339		Confederation Drive	18		102171877	0.14	140,000	116,7
15	145887238	203035946 624	Confederation Drive	17	5	102171877	0.15	140,000	117,8
16	145887687	203036318 628	Confederation Drive	16	5	102171877	0.15	140,000	118,4
17	145887429	203036105 632	Confederation Drive	15	5	102171877	0.15	138,000	118,5
18	145887531	203036183 636	Confederation Drive	14	5	102171877	0.15	136,000	118,6
	Underground Se								
19	145887496		Confederation Drive	11		102171877	0.17	140,000	123,3
20	145887834		Confederation Drive	12		102171877	0.18	165,000	125,1
21	145887395		Confederation Drive	13		102171877	0.18	150,000	124,2
22	145887777		Confederation Drive	14		102171877	0.18	150,000	124,2
23	145887755		' Confederation Drive	15		102171877	0.18	150,000	124,2
24	145887676		Confederation Drive	16		102171877	0.18	150,000	124,2
25	145887744		Confederation Drive	17		102171877	0.18	150,000	124,2
26	145887610		Confederation Drive	18		102171877	0.18	150,000	124,2
27	145887159		Confederation Drive	19	4	102171877	0.18	150,000	124,2
28	145887283	203035980 677	' Confederation Drive	20	4	102171877	0.18	150,000	124,2
29	145887643	203036273 681	. Confederation Drive	21	4	102171877	0.18	150,000	124,2
30	145887463	203036127 685	6/629 Confederation Drive / 10th Ave	22	4	102171877	0.17	140,000	123,9
31	145887508	203036161 640	Confederation Drive	13	5	102171877	0.16	140,000	120,6
32	145887182	203035890 644	Confederation Drive	12	5	102171877	0.16	175,000	120,5
33	145887407	203036082 648	Confederation Drive	11	5	102171877	0.17	210,000	123,8
34	145887485	203036149 652	! Confederation Drive	10	5	102171877	0.17	210,000	123,9
35	145887328	203036004 656	Confederation Drive	9	5	102171877	0.17	210,000	123,9
36	145887171	203035889 660	Confederation Drive	8	5	102171877	0.17	210,000	123,9
37	145887474	203036138 664	Confederation Drive	7	5	102171877	0.17	210,000	123,9
38	145887294		Confederation Drive	6		102171877	0.17	210,000	123,9
39	145887373		! Confederation Drive	5		102171877	0.17	210,000	123,9
40	145887362		Confederation Drive	4		102171877	0.17	210,000	123,8
41	145887148		Confederation Drive	3		102171877	0.17	210,000	123,8
42	145886956		Confederation Drive	2		102171877	0.17	210,000	123,9
43	145887597		1/701 Confederation Drive / 10th Ave	1		102171877	0.17	145,000	123,6
Phase II - U	nderground Ser	viced Lots (identifie	ed deficiencies)						
44	145887823	203036419 26 F		7	2	102171877	0.15	175,000	119,0
45	145887384	203036113 201 203036060 22 F		6		102171877	0.14	175,000	115,2
46	145887801	203036396 18 F		5		102171877	0.14	140,000	115,2
47	145887665	203036295 14 F		4		102171877	0.14	140,000	115,2
48	145887654	203036284 10 F		3		102171877	0.14	140,000	115,2
49	145887609	203036239 6 Pc		2		102171877	0.14	140,000	115,2
50	145887711		25 Powell Place / 10th Ave	1		102171877	0.14	205,000	120,8
51	145887733	203036341 30 F		8		102171877	0.95	637,000	116,3
Condos									
52	145887519	203036172 Pow	vell Place	9	2	102171877	3.64	2,583,000	171,3
Total							12.49	\$11,146,000	\$ 6,128,7

Offers can be made en bloc or on an individual Parcel basis, but en bloc Offers must stipulate a separate price for each Parcel. Offers submitted for more than one Parcel will be considered as a separate Offer for each Parcel unless the Offer specifically states that the acceptance of one Parcel is conditional upon the acceptance of one or more Parcels.

5. Each party making an offer (the "**Offeror**") must rely on its own judgment, inspection, and investigation of the Assets. Each Offeror acknowledges and agrees that it has had a full opportunity to conduct, and has conducted, such tests, examinations, inspections, and investigations as it deems necessary or advisable to fully acquaint itself with the Assets, their title, fitness for particular purpose, location, existence, condition, quality, quantity, merchantability, suitability for intended purpose and with any other attributes that the Offeror considers relevant.

- 6. Proposals from auctioneers and realtors to auction and/or list for sale any of the Parcels on behalf of the Receiver will be considered.
- 7. Viewing of the Assets will be by appointment only. Appointments can be made by contacting John R. Fritz by phone at 204-944-3586 or by email at <a href="mailto:jofritz@deloitte.ca">jofritz@deloitte.ca</a> at the offices of the Receiver. The following dates are scheduled for viewing of the Assets:
  - August 26-30;
  - September 3-6;
  - September 9-12;
  - September 15-20; and
  - September 23-27.
- 8. The submission of any Offer to the Receiver shall constitute an acknowledgement and an acceptance by the Offeror of the terms of the Offer to Purchase, and the Terms and Conditions of Sale.
- 9. Offerors will have until the expiration of the Offer Deadline to proceed with further due diligence.
- 10. Each Offeror acknowledges that it has had the opportunity to consult with, and has consulted with, its own independent legal counsel prior to making the Offer.
- 11. Any Offer accepted by the Receiver will be subject to a condition requiring approval of such Offer by the Court of Queen's Bench for Saskatchewan (the "Court"). The Order respecting Court approval shall be in form and content acceptable to the Receiver.

#### Sales process

12. The Receiver reserves the right to amend or terminate this sales process, or to withdraw or amend its description of any of the Assets, at any time, at its sole discretion. With respect to any withdrawal or amendment, the sole obligation of the Receiver to the Offeror shall be to inform the Offeror of the withdrawal or amendment. With respect to the termination of the sales process, the sole obligation of the Receiver to the Offeror shall be to return any Deposit it has received without interest or deduction.

#### **Acceptance of offers**

- 13. The Receiver shall be entitled to accept Offers prior to the Offer Deadline.
- 14. Each Offeror acknowledges that the Receiver is not obligated to accept any Offer and that the highest Offer shall not necessarily be accepted. The Receiver reserves the right to reject any or all Offers without explanation.
- 15. After receipt of the Offers, the Receiver may, in its sole discretion, negotiate with any Offeror to seek clarification and negotiate further with any Offeror in respect of any Offer. The Receiver shall not be obliged to negotiate with any Offeror or give any Offeror the opportunity to resubmit an Offer, whether or not the Receiver negotiates with other Offeror(s).
- 16. Upon submission of an Offer to the Receiver, no Offeror shall be entitled to retract, withdraw, vary or amend the Offer prior to acceptance or rejection thereof by the Receiver, without the prior written consent of the Receiver.
- 17. Deposits accompanying Offers that are not accepted by the Receiver shall be returned without interest thereon by prepaid registered mail or courier to the unsuccessful Offeror at the address set forth in the Offer, with such items to be sent out by the Receiver on or before Friday, October 4, 2019.

- 18. Upon the acceptance in writing by the Receiver of an Offer from an Offeror (the "Purchaser"):
  - a. the Receiver will apply to the Court for a sale approval and vesting Order (the "Sale Approval and Vesting Order"), in form and content acceptable to the Receiver which will, amongst other things, vest title to the purchased Assets (the "Purchased Assets") in the Purchaser free and clear of any and all security interests (whether contractual, statutory, or otherwise), hypothecs, caveats, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured, or otherwise excepting utility caveats.
  - b. the closing date shall be established as a date that is on or before fifteen (15) days after the date of acceptance or within five (5) business days following the granting of a Sale Approval and Vesting Order by the Court, whichever is later, or such other date as may be agreed by the Purchaser and the Receiver (the "Closing Date"); and
  - c. the Deposit made by the Purchaser shall be non-refundable, except as set out herein.
- 19. If the sale contemplated is completed, the Purchaser's Deposit will be applied, without interest, against the purchase price.
- 20. If an Offer is accepted by the Receiver, but the sale of the Purchased Assets is not completed as a result of any act or omission on the part of the Purchaser, the Purchaser's Deposit shall be forfeited to the Receiver as a genuine pre-estimate of liquidated damages and not as a penalty. Furthermore, the Receiver shall be entitled to pursue all of its rights and remedies against the Purchaser.
- 21. The Purchased Assets shall remain at the risk of the Receiver until the Closing Date. The Purchased Assets thereafter shall be at the risk of the Purchaser. Until the Closing Date, the Receiver shall hold all insurance policies or proceeds thereof in trust for the parties as their interests may appear and, in the event of substantial damage to the Purchased Assets, the Purchaser may either have the net proceeds of the insurance and complete the transaction or may cancel the transaction and have all monies theretofore paid returned without interest, cost or compensation of any kind whatsoever. Where any damage is not substantial, the Purchaser shall be obliged to complete the transaction and be entitled to the net proceeds of insurance referenced to such damage.
- 22. The Offeror shall cause to be paid and delivered to the Receiver on the Closing Date the offered purchase price plus any applicable goods and services tax and any other applicable taxes. These amounts shall be paid to the Receiver on the Closing Date by certified cheque, bank draft or wire, in each case drawn on a Canadian Chartered Bank or Credit Union by the Purchaser. After payment the Purchaser shall take delivery and possession of the Purchased Assets on an "as is and where is" basis on the Closing Date, without recourse to the Receiver or its respective employees, servants and agents.
- 23. The Purchased Assets shall be as they exist on the Closing Date with no adjustments to be allowed to the Purchaser for changes in condition, qualities or quantities from the date of viewing to the Closing Date. The Purchaser acknowledges and agrees that the Receiver shall not be required to inspect the Purchased Assets or any part thereof and the Purchaser shall be deemed at its own expense to have relied entirely on its own inspection and investigation.
- 24. All Purchased Assets shall be surrendered to the Purchaser upon closing at the Douglas Heights development site in Weyburn, Saskatchewan.

- 25. The Purchaser acknowledges that no warranties or conditions, express or implied, pursuant to the *Sale of Goods Act* (Saskatchewan) or similar legislation in other jurisdictions apply hereto and all of the same are hereby waived by the Purchaser.
- 26. The Purchaser agrees that all insurance maintained by the Receiver in respect of the subject Purchased Assets shall be cancelled on the Closing Date and that the Purchaser shall be responsible for placing its own insurance on the Purchased Assets thereafter.
- 27. The Purchaser shall indemnify the Receiver and hold the Receiver harmless against and from all losses, costs, damages and expenses which the Receiver may sustain, incur or be or become liable for by reason of or arising from any acts or omissions of the Purchaser in relation to any of the Purchased Assets.
- 28. At the Closing Date, the Purchaser shall be entitled to such deeds or assignments as may be considered necessary by the Receiver to convey the Purchased Assets to the Purchaser provided that the Purchaser shall remain liable notwithstanding any assignment thereof by the Purchaser. Any such deeds or assignments shall contain only a release of the Receiver's interest in the Purchased Assets and shall not contain any covenant other than a covenant that the Receiver has not done any act to encumber the Purchased Assets. The Receiver shall not be required to produce any abstract of title, title deeds or documents thereof or any evidence as to title, other than those in its possession.
- 29. If Court approval of any sale transaction in a form satisfactory to the Receiver is not obtained, neither the Purchaser nor the Receiver will be obligated to complete the contemplated purchase and the Deposit accompanying the Offer shall be returned to the Purchaser without interest as soon as reasonably practicable.
- 30. The Offeror and the Receiver mutually agree to do all such further acts and execute all such further documents and instruments as may reasonably be necessary or convenient to give full effect to the sale transaction.

#### **General**

- 31. Deloitte is acting solely in its capacity as Receiver of 7 G.B., and not in its personal capacity, and Deloitte (and its employees, servants and agents) shall have no liability whatsoever in any way related to the Sales and Information Package, the Offer to Purchase, the Terms and Conditions of Sale, or in any way related to the Assets (as these terms are defined herein), whether in contract, in tort, under statute or otherwise.
- 32. All stipulations as to time are strictly of the essence.
- 33. The Sales and Information Package, the Offer to Purchase, and the Terms and Conditions of Sale, shall be governed by and construed in accordance with the laws of the Province of Saskatchewan and the Offeror irrevocably attorns to the jurisdiction of the Court of Queen's Bench of Saskatchewan.

DATED at Winnipeg, Manitoba this 23<sup>rd</sup> day of August, 2019.

#### **DELOITTE RESTRUCTURING INC.,**

In its capacity as Receiver of 7 G.B. Enterprises Inc. and not in its personal capacity.

360 Main Street Suite 2300 Winnipeg, MB R3C 3Z3

Tel: 204-944-3586 Fax: 204-947-2689

# Schedule A - Offer to purchase

#### **OFFER TO PURCHASE**

# TO: DELOITTE RESTRUCTURING INC., RECEIVER OF 7 G.B. ENTERPRICES INC.

360 Main Street Suite 2300 Winnipeg, MB R3C 3Z3

Attention: John R. Fritz

1.	Name of Offeror:	
2.	Address of Offeror: _	
3.	Telephone and fax: _	
4.	E-mail address:	

The undersigned acknowledges having received and reviewed the Terms and Conditions of Sale ("**Terms and Conditions**") pertaining to the sale of the Assets of 7 G. B. Enterprises Inc., that the Offeror has inspected and satisfied itself as to the condition of the Assets, and that this Offer is submitted pursuant to the said Terms and Conditions and the undersigned agrees to be bound thereby as if the same were set out herein as part of this Offer.

En bloc offer	Offer in Canadian dollars (excluding any applicable taxes)
Offer Price	\$
Deposit enclosed (20%)*	\$

#### Parcel(s) offer

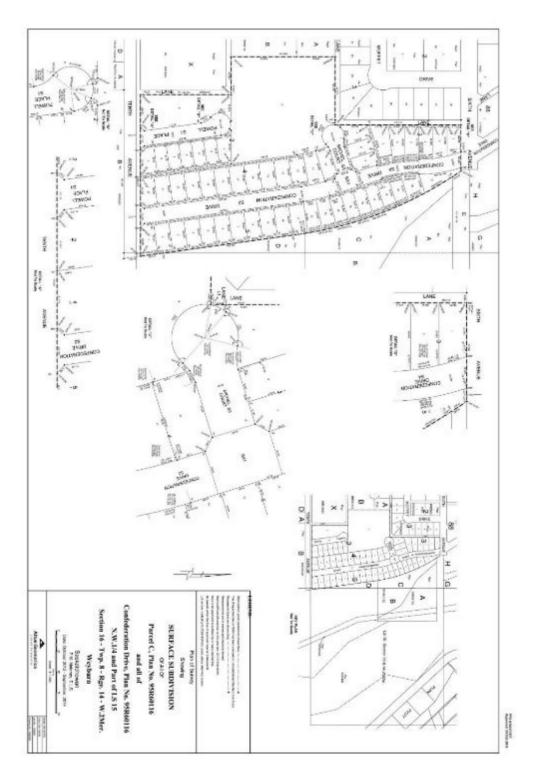
#### Complete table below as appropriate

			Land Parcel Sun	nmar	V				
Parcel #	Title #	ICS Parcel #	Property Address	Lot	Block	Plan	Acres	Offer in CDN\$ (excluding any applicable taxes)	Deposit (20%)
				_0.	Diock		Acres	аррисавіс сахсо)	(20 /0)
Phase I - Ful	ly Serviced Lots	s (identified deficie	SOLD - Not included in Sale					N/A	N/A
2			SOLD - Not included in Sale					N/A	N/A
3	145887586	203036217 60	9 Confederation Drive	3	3	102171877	0.17	.,,,,	.,,,,
4	145887799	203036385 61	3 Confederation Drive	4	3	102171877	0.18		
5	145887250	203035957 61	7 Confederation Drive	5	3	102171877	0.18		
6	145887441		1 Confederation Drive	6		102171877	0.21		
7	145887564	203036194 9 N		9		102171877	0.17		
<u>8</u>	145887227 145887575	203035935 5 N		8 7		102171877 102171877	0.16		
10	145887621	203036206 1 N	/637 Michel Court / Confederation Drive	10		102171877	0.15		
11	145887632		8 Confederation Drive	21		102171877	0.16		
12	145887261		2 Confederation Drive	20		102171877	0.15		
13	145887340		6 Confederation Drive	19		102171877	0.13		
14	145887339	203036015 62	0 Confederation Drive	18	5	102171877	0.14		
15	145887238		4 Confederation Drive	17		102171877	0.15		
16	145887687		8 Confederation Drive	16		102171877	0.15		
17	145887429		2 Confederation Drive	15		102171877	0.15		
18	145887531	203036183 63	6 Confederation Drive	14	5	102171877	0.15		
Phase III - U	Inderground Se	rviced Lots							
19	145887496		1 Confederation Drive	11	4	102171877	0.17		
20	145887834		5 Confederation Drive	12		102171877	0.18		
21	145887395		9 Confederation Drive	13		102171877	0.18		
22	145887777		3 Confederation Drive	14		102171877	0.18		
23	145887755		7 Confederation Drive	15		102171877	0.18		
24	145887676		1 Confederation Drive	16 17		102171877	0.18		
25 26	145887744 145887610		5 Confederation Drive 9 Confederation Drive	18		102171877 102171877	0.18		
27	145887159		3 Confederation Drive	19		102171877	0.18		
28	145887283		7 Confederation Drive	20		102171877	0.18		
29	145887643		1 Confederation Drive	21		102171877	0.18		
30	145887463		5/629 Confederation Drive / 10th Ave	22		102171877	0.17		
31	145887508		0 Confederation Drive	13		102171877	0.16		
32	145887182		4 Confederation Drive	12		102171877	0.16		
33	145887407		8 Confederation Drive	11		102171877	0.17		
34	145887485		2 Confederation Drive	10 9		102171877	0.17		
35 36	145887328 145887171		6 Confederation Drive 0 Confederation Drive	8		102171877 102171877	0.17		
37	145887474		4 Confederation Drive	7		102171877	0.17		
38	145887294		8 Confederation Drive	6		102171877	0.17		
39	145887373		2 Confederation Drive	5		102171877	0.17		
40	145887362		6 Confederation Drive	4	5	102171877	0.17		
41	145887148		0 Confederation Drive	3		102171877	0.17		
42	145886956		4 Confederation Drive	2		102171877	0.17		
43	145887597	203036228 69	0/701 Confederation Drive / 10th Ave	1	5	102171877	0.17		
Dhase II II	adaumuad Cau	uiaad Lata (idamtifi	ind definionals.						
44	145887823	viced Lots (identifi 203036419 26		7	2	102171877	0.15		
45	145887384	203036060 22		6		102171877	0.15		
46	145887801	203036396 18		5		102171877	0.14		
47	145887665	203036295 14		4		102171877	0.14		
48	145887654	203036284 10		3		102171877	0.14		
49	145887609	203036239 6 F	owell Place	2		102171877	0.14		
50	145887711		525 Powell Place / 10th Ave	1		102171877	0.16		
51	145887733	203036341 30	Powell Place	8	2	102171877	0.95		
Condos	145007510	202026172 000	well Place	9	2	102171077	264		
Total	145887519	203036172 Po	well ridCe	9		102171877	3.64 <b>12.49</b>	\$	\$
iotai							14.73	₹ .	Ψ

 $<sup>\</sup>ast$  All deposits must be made by certified cheque or bank draft payable to "Deloitte Restructuring Inc., in Trust".

	confirm, by ticking the appropriate box ne above Parcels included in the Offer.	below, if the Offer is contingent upon the Receiver accepting
	Parcels bid on. As detailed in the Ter	upon the Receiver accepting the Offer on all of the above ms and Conditions of Sale, the Receiver, at its sole option, made or more Parcels, but not necessarily all of them.
		on the Receiver accepting the Offer on all of the above Parcels pt the Offer on all Parcels, the entire Offer will be void.
DATED	at the City of	in the Province/State of
this	day of	, 2019.
Signatu	ure of Offeror:	

# Schedule B – Plan of survey



# Schedule C – Asset photographs



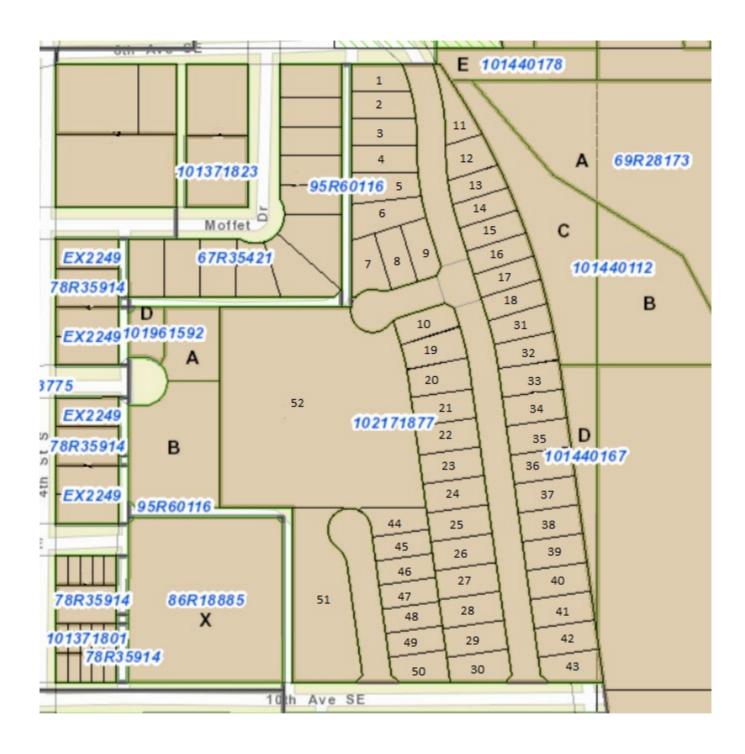






# Schedule D – Parcel descriptions

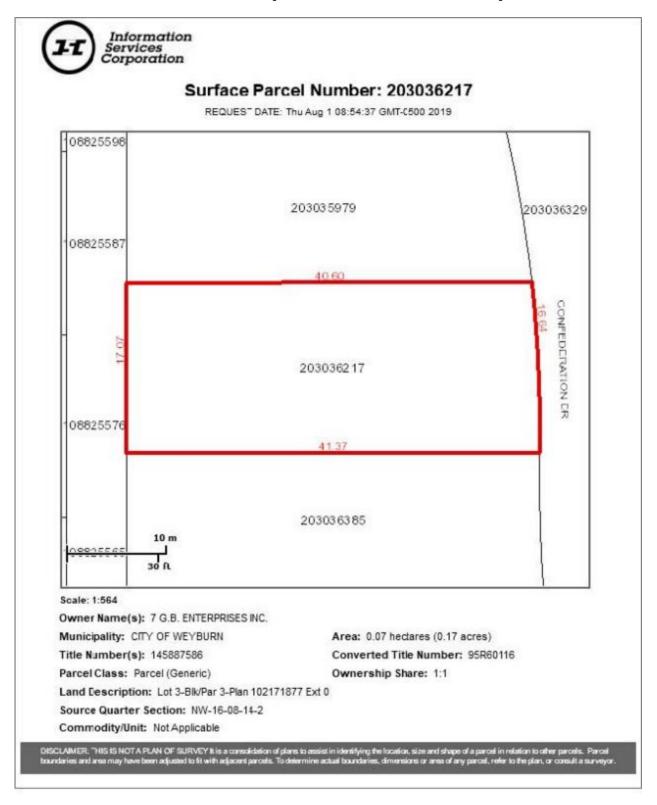
7 G.B. ENTERPRISES INC.  DOUGLAS HEIGHTS DEVELOPMENT  Land Parcel Summary									
Parcel #	Title #	ICS Parcel #	Land Parcel Sumr Property Address	Lot I	Block	Plan	Acres	Land Titles	Tax Assessed Value
								Parcel Value	
Phase I - F	ully Serviced Lot	s (identified deficien	<b>cies)</b> SOLD - Not incl	uded in	Sale				
2			SOLD - Not incl						
3	145887586	203036217 609	Confederation Drive	3		102171877	0.17	140,000	123,800
4	145887799		Confederation Drive	4		102171877	0.18	140,000	124,200
5	145887250	203035957 617	Confederation Drive	5		102171877	0.18	150,000	125,500
6	145887441		Confederation Drive	6		102171877	0.21	150,000	130,000
7	145887564	203036194 9 Mic	chel Court	9	3	102171877	0.17	205,000	123,800
8	145887227	203035935 5 Mic	chel Court	8	3	102171877	0.16	137,000	120,000
9	145887575	203036206 1 Mid	chel Court	7	3	102171877	0.15	150,000	119,100
10	145887621	203036251 21/6	37 Michel Court / Confederation Drive	10	4	102171877	0.16	145,000	120,500
11	145887632	203036262 608	Confederation Drive	21	5	102171877	0.16	120,000	121,100
12	145887261	203035968 612	Confederation Drive	20	5	102171877	0.15	250,000	119,400
13	145887340	203036026 616	Confederation Drive	19	5	102171877	0.13	175,000	114,400
14	145887339	203036015 620	Confederation Drive	18	5	102171877	0.14	140,000	116,700
15	145887238	203035946 624	Confederation Drive	17	5	102171877	0.15	140,000	117,800
16	145887687		Confederation Drive	16		102171877	0.15	140,000	118,400
17	145887429		Confederation Drive	15	5	102171877	0.15	138,000	118,500
18	145887531	203036183 636	Confederation Drive	14	5	102171877	0.15	136,000	118,600
	- Underground Se								
19	145887496		Confederation Drive	11		102171877	0.17	140,000	123,300
20	145887834		Confederation Drive	12		102171877	0.18	165,000	125,100
21	145887395		Confederation Drive	13		102171877	0.18	150,000	124,200
22	145887777		Confederation Drive	14		102171877	0.18	150,000	124,200
23	145887755		Confederation Drive	15		102171877	0.18	150,000	124,200
24	145887676		Confederation Drive	16		102171877	0.18	150,000	124,200
25	145887744		Confederation Drive	17		102171877	0.18	150,000	124,200
26	145887610		Confederation Drive	18		102171877	0.18	150,000	124,200
27 28	145887159 145887283		Confederation Drive	19 20		102171877 102171877	0.18 0.18	150,000	124,200
26 29	145887643		Confederation Drive Confederation Drive	21		102171877	0.18	150,000 150,000	124,200 124,200
30	145887463		629 Confederation Drive / 10th Ave	22		102171877	0.18	140,000	123,900
31	145887508		Confederation Drive / Total Ave	13		102171877	0.17	140,000	120,600
32	145887182		Confederation Drive	12		102171877	0.16	175,000	120,500
33	145887407		Confederation Drive	11		102171877	0.10	210,000	123,800
34	145887485		Confederation Drive	10		102171877	0.17	210,000	123,900
35	145887328		Confederation Drive	9		102171877	0.17	210,000	123,900
36	145887171		Confederation Drive	8		102171877	0.17	210,000	123,900
37	145887474		Confederation Drive	7		102171877	0.17	210,000	123,900
38	145887294		Confederation Drive	6		102171877	0.17	210,000	123,900
39	145887373		Confederation Drive	5		102171877	0.17	210,000	123,900
40	145887362		Confederation Drive	4		102171877	0.17	210,000	123,800
41	145887148		Confederation Drive	3		102171877	0.17	210,000	123,800
42	145886956		Confederation Drive	2		102171877	0.17	210,000	123,900
43	145887597		701 Confederation Drive / 10th Ave	1		102171877	0.17	145,000	123,600
Phase II -	Underground Ser	viced Lots (identifie	d deficiencies)						
44	145887823	203036419 26 P		7	2	102171877	0.15	175,000	119,000
45	145887384	203036060 22 P		6		102171877	0.13	175,000	115,200
46	145887801	203036396 18 P		5		102171877	0.14	140,000	115,200
47	145887665	203036295 14 P		4		102171877	0.14	140,000	115,200
48	145887654	203036284 10 P		3		102171877	0.14	140,000	115,200
49	145887609	203036231 101 203036239 6 Po		2		102171877	0.14	140,000	115,200
50	145887711		5 Powell Place / 10th Ave	1		102171877	0.16	205,000	120,800
51	145887733	203036341 30 P		8		102171877	0.95	637,000	116,300
Condos									
52	145887519	203036172 Powe	ell Place	9	2	102171877	3.64	2,583,000	171,300
Total							12.49	\$11,146,000	\$ 6,128,700



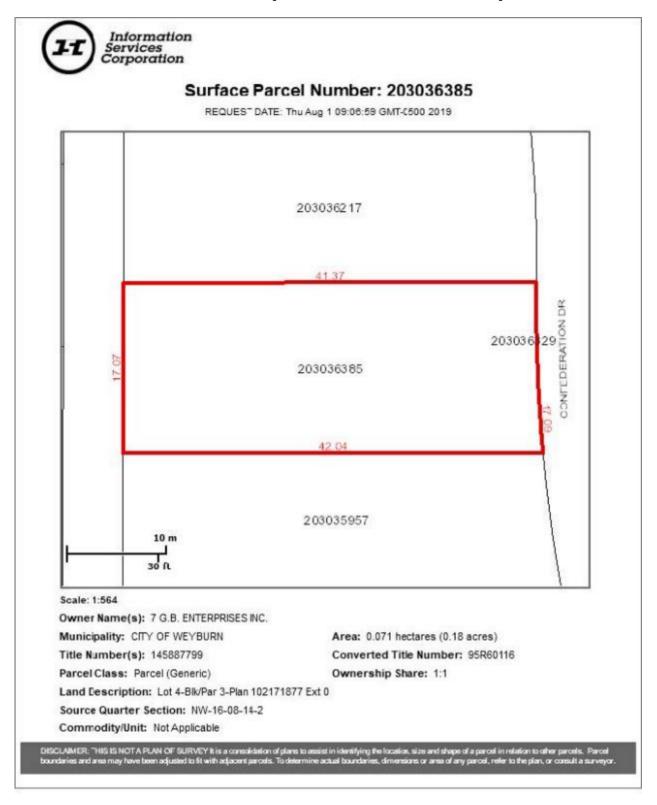
Parcel 1 - ICS# 203036037 (601 Confederation Drive) - SOLD

Parcel 2 - ICS# 203035979 (605 Confederation Drive) - SOLD

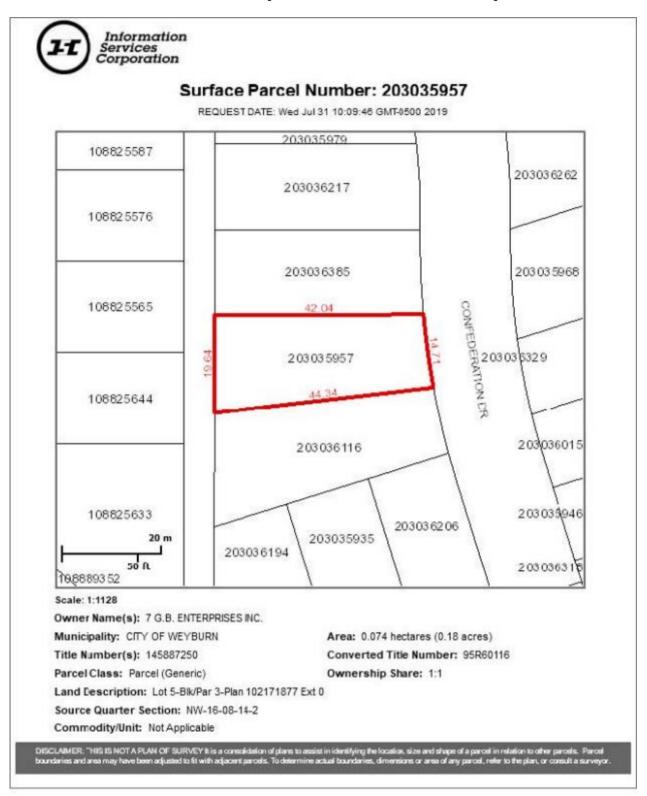
# Parcel 3 - ICS# 203036217 (609 Confederation Drive)



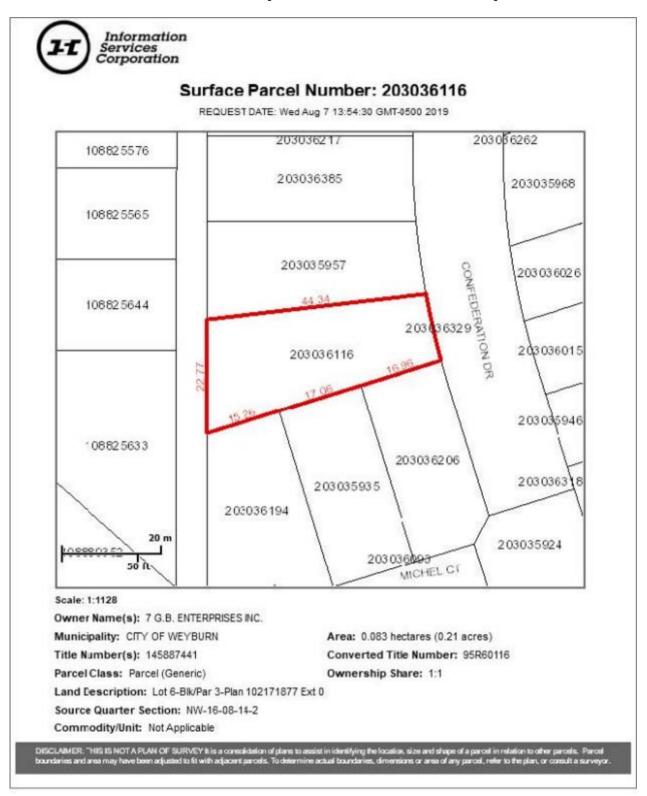
# Parcel 4 - ICS# 203036385 (613 Confederation Drive)



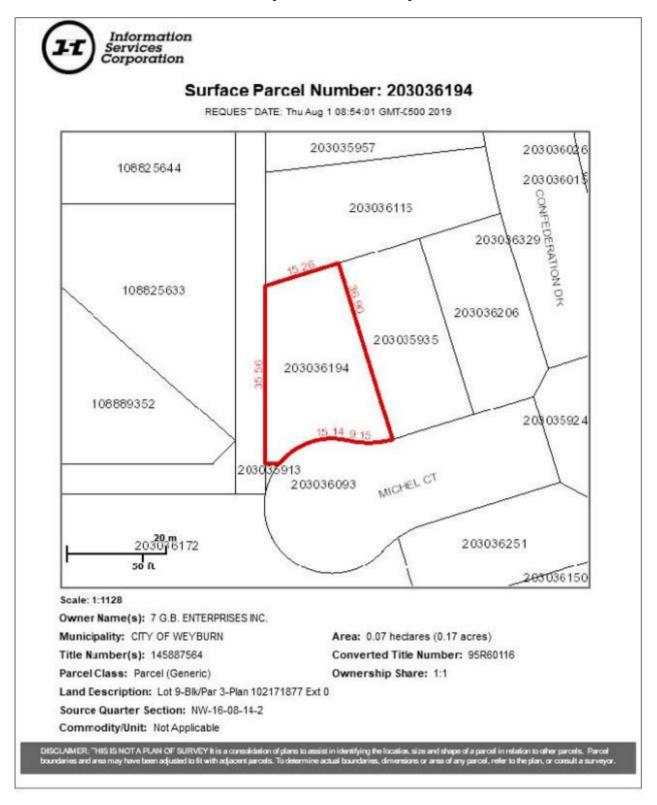
# Parcel 5 - ICS# 203035957 (617 Confederation Drive)



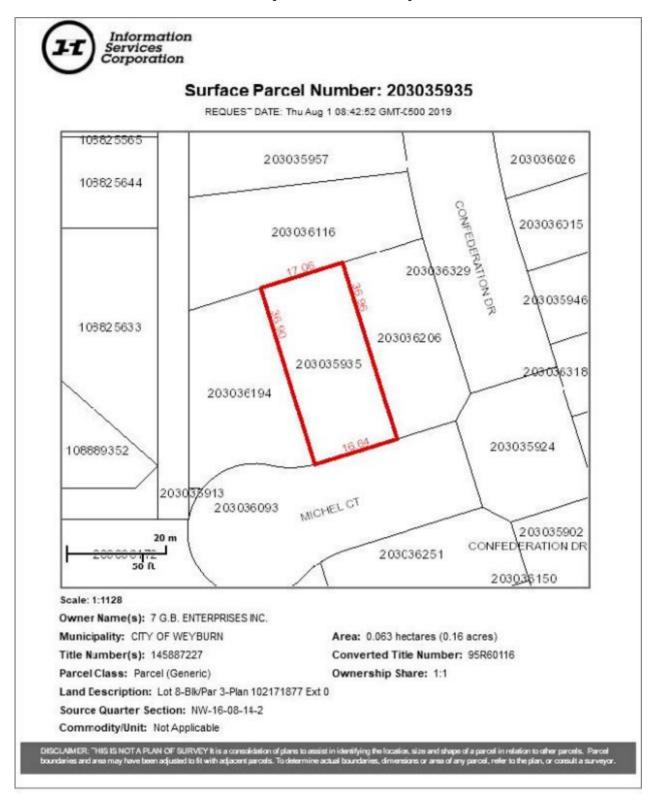
# Parcel 6 - ICS# 203036116 (621 Confederation Drive)



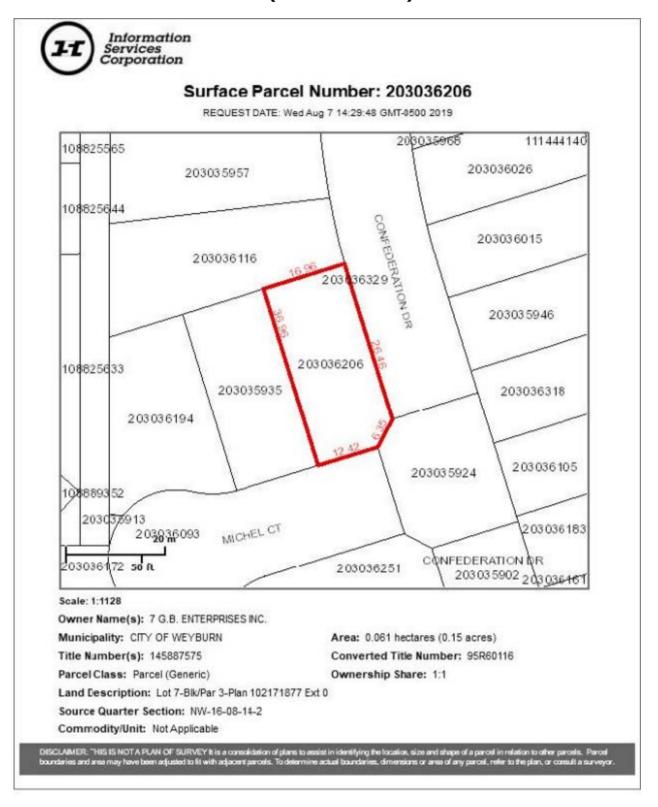
# Parcel 7 - ICS# 203036194 (9 Michel Court)



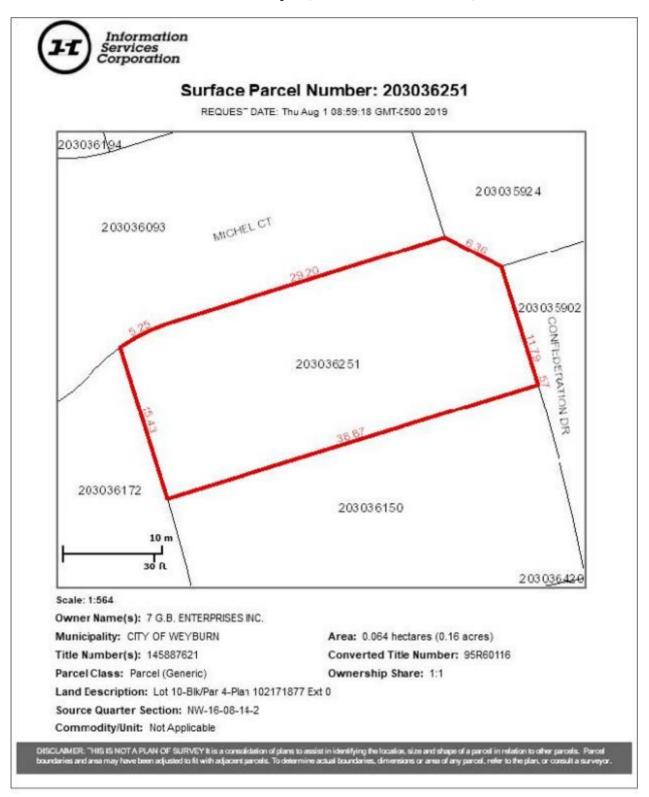
# Parcel 8 - ICS# 203035935 (5 Michel Court)



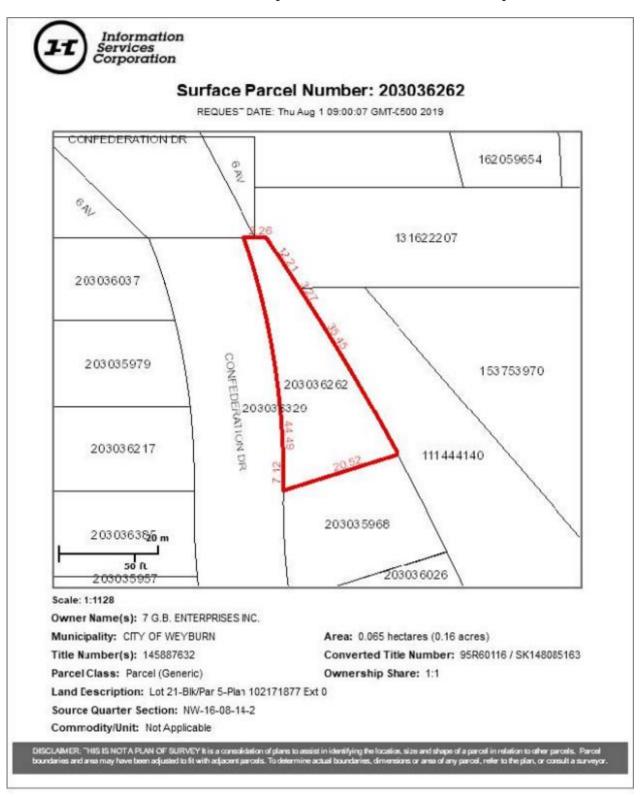
# Parcel 9 - ICS# 203036206 (1 Michel Court)



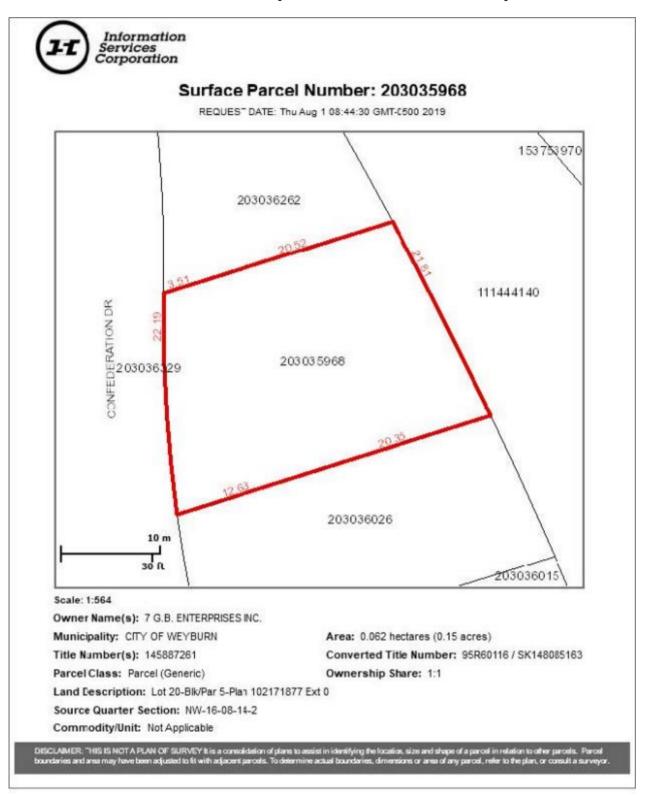
# Parcel 10 - ICS# 203036251 (21/637 Michel Court/Confederation Drive)



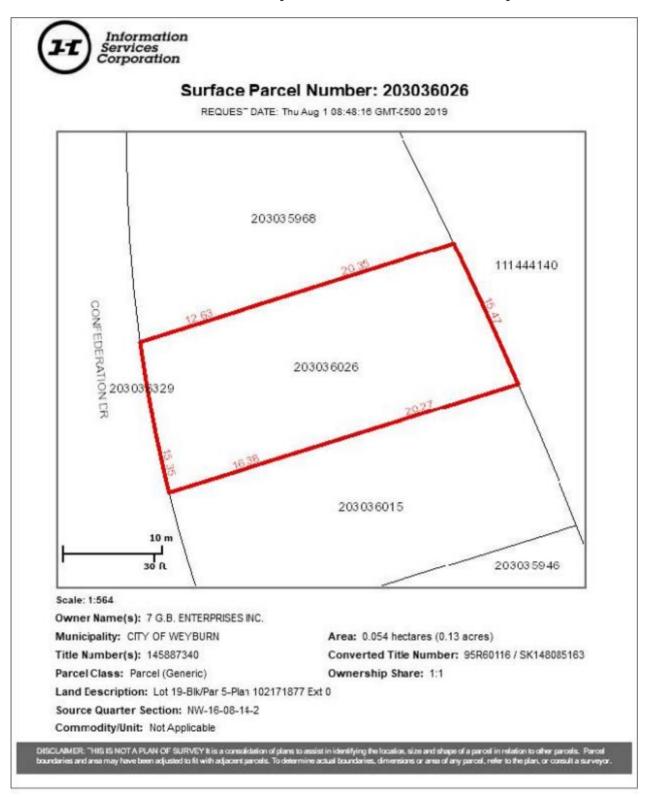
# Parcel 11 - ICS# 203036262 (608 Confederation Drive)



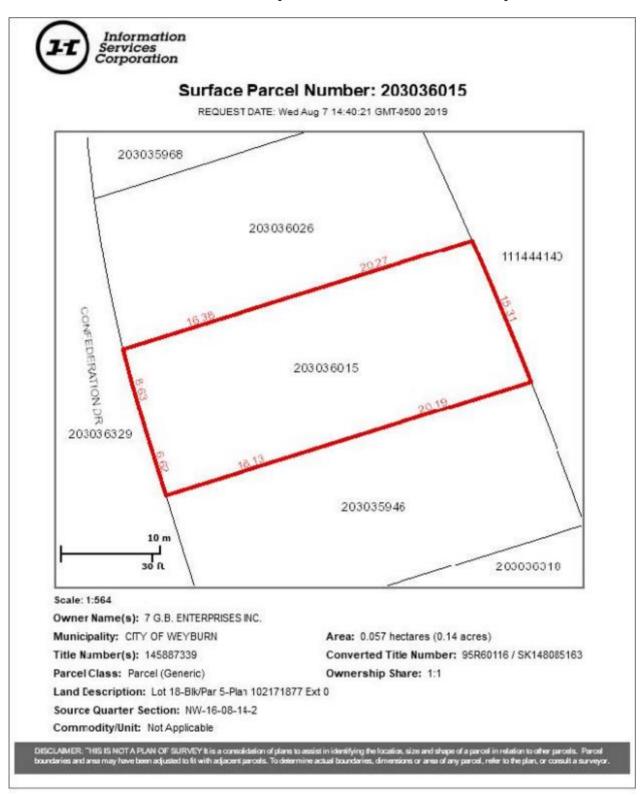
# Parcel 12 - ICS# 203035968 (612 Confederation Drive)



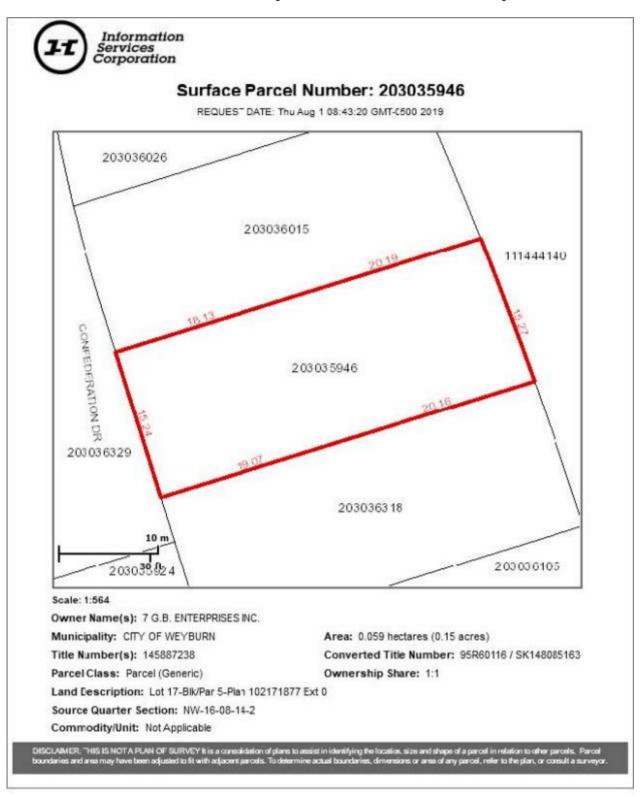
# Parcel 13 - ICS# 203036026 (616 Confederation Drive)



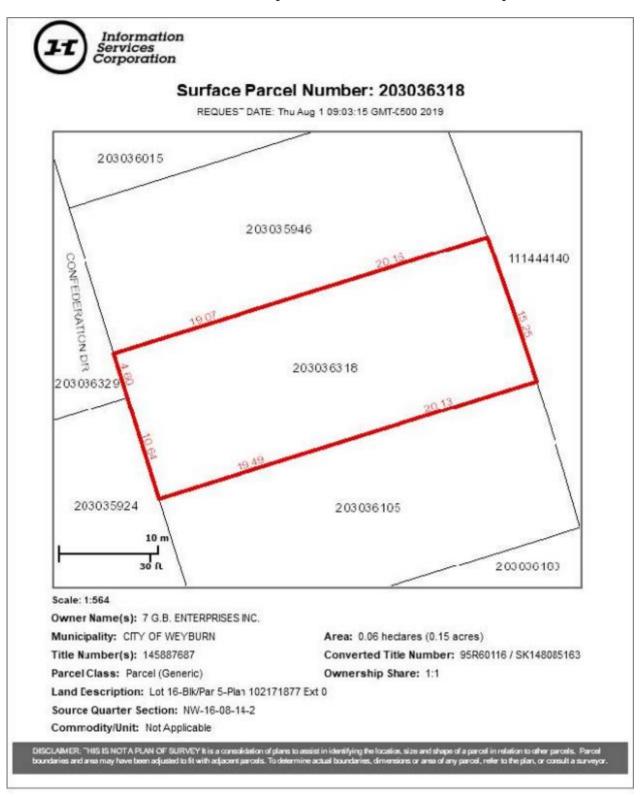
#### Parcel 14 - ICS# 203036015 (620 Confederation Drive)



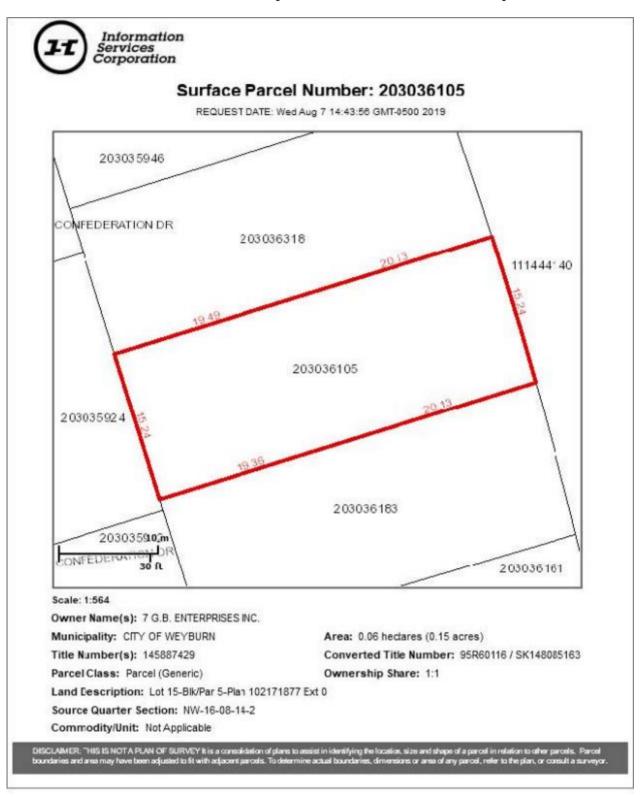
#### Parcel 15 - ICS# 203035946 (624 Confederation Drive)



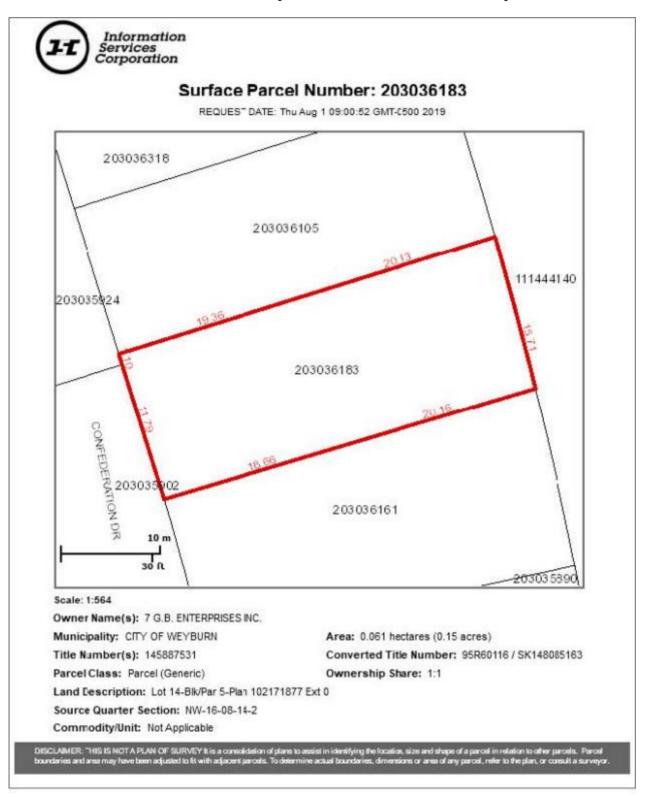
#### Parcel 16 - ICS# 203036318 (628 Confederation Drive)



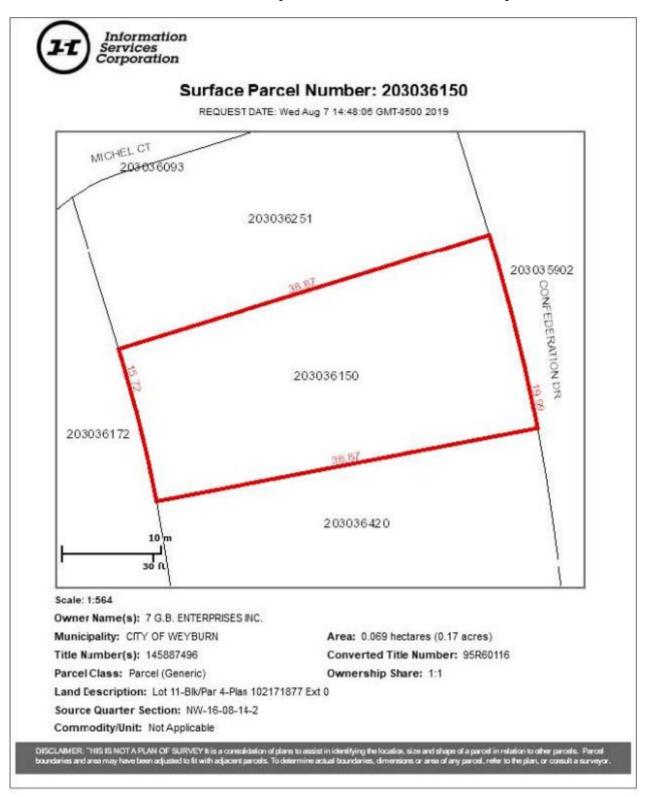
#### Parcel 17 - ICS# 203036105 (632 Confederation Drive)



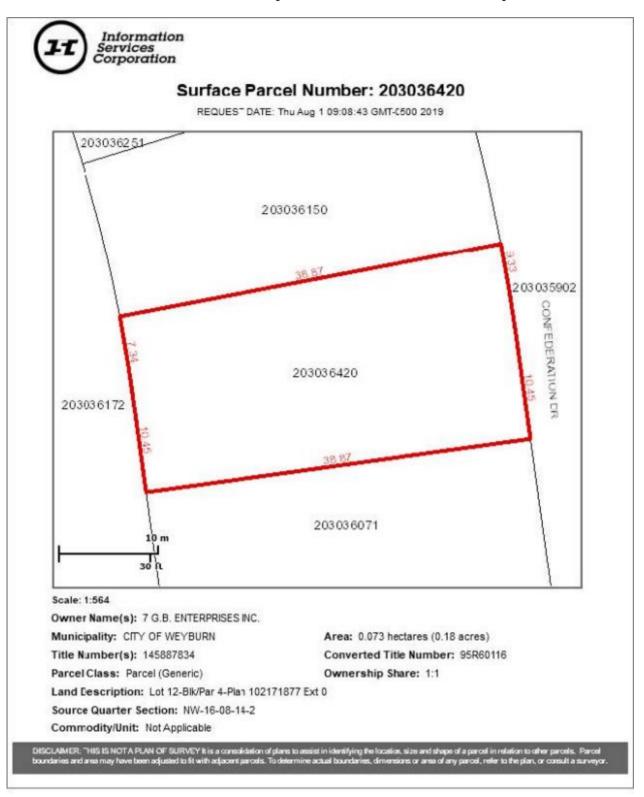
#### Parcel 18 - ICS# 203036183 (636 Confederation Drive)



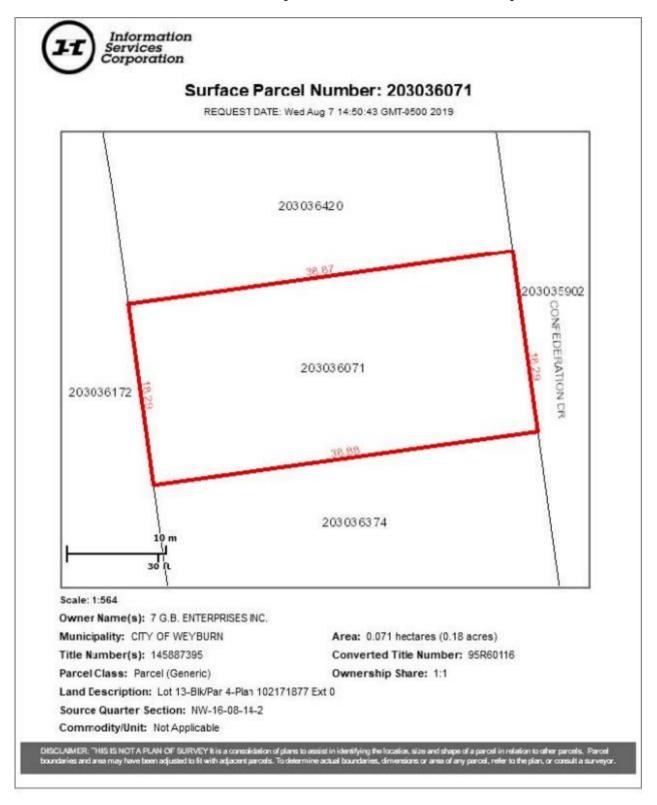
#### Parcel 19 - ICS# 203036150 (641 Confederation Drive)



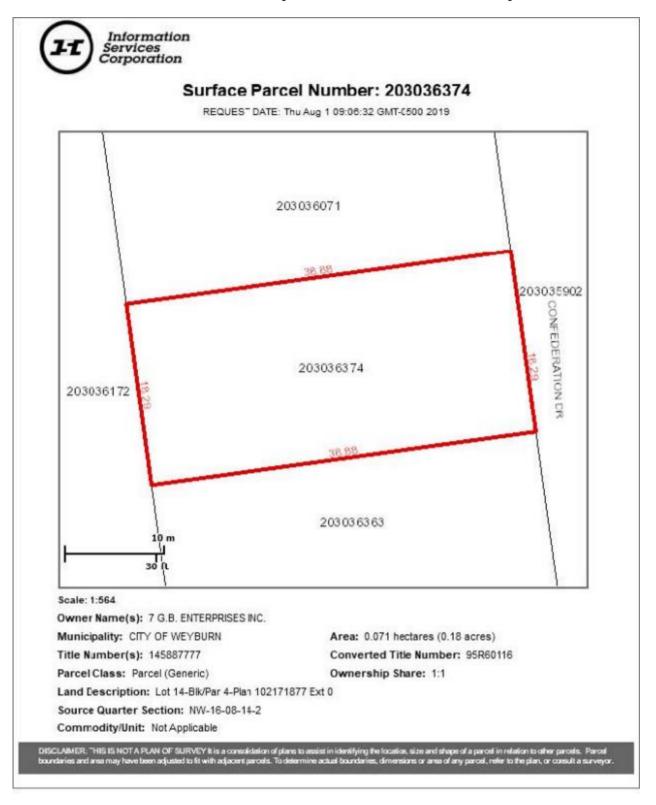
#### Parcel 20 - ICS# 203036420 (645 Confederation Drive)



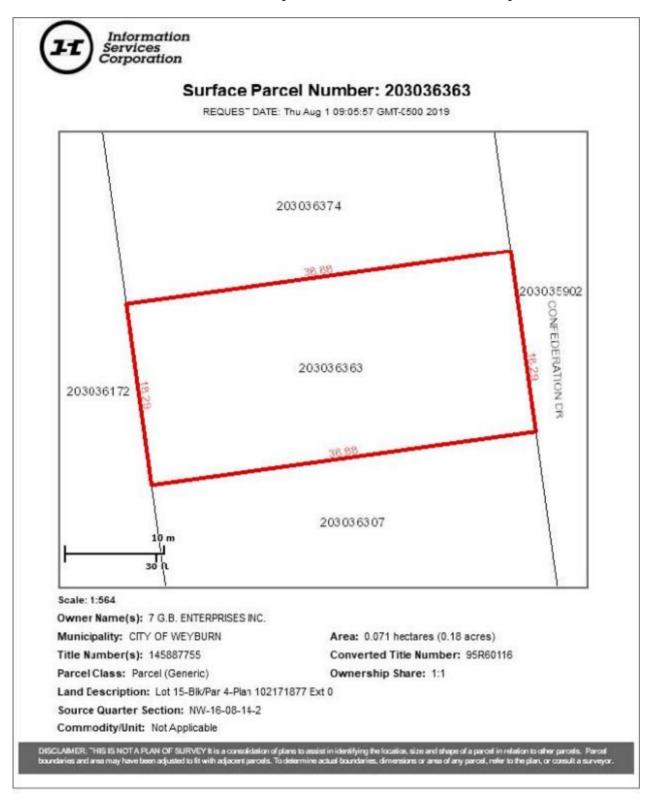
#### Parcel 21 - ICS# 203036071 (649 Confederation Drive)



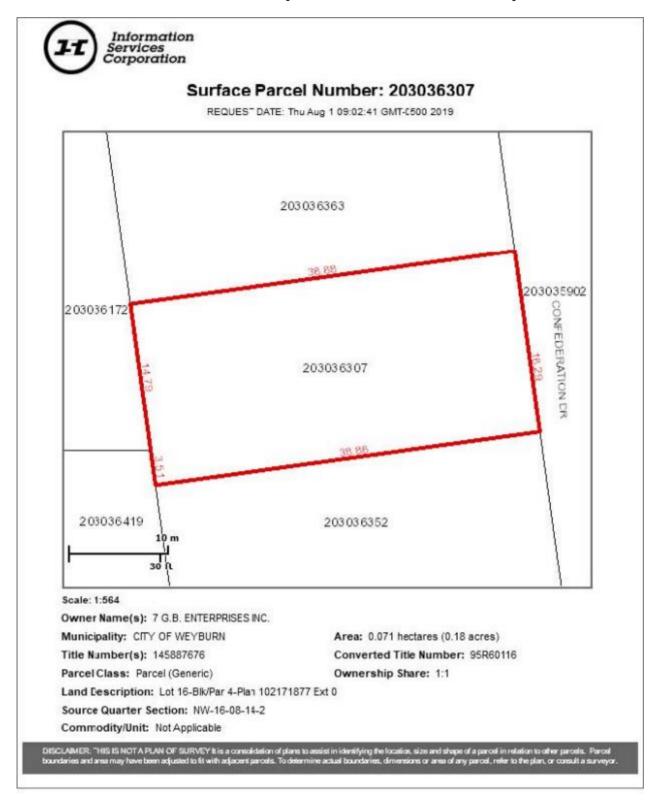
#### Parcel 22 - ICS# 203036374 (653 Confederation Drive)



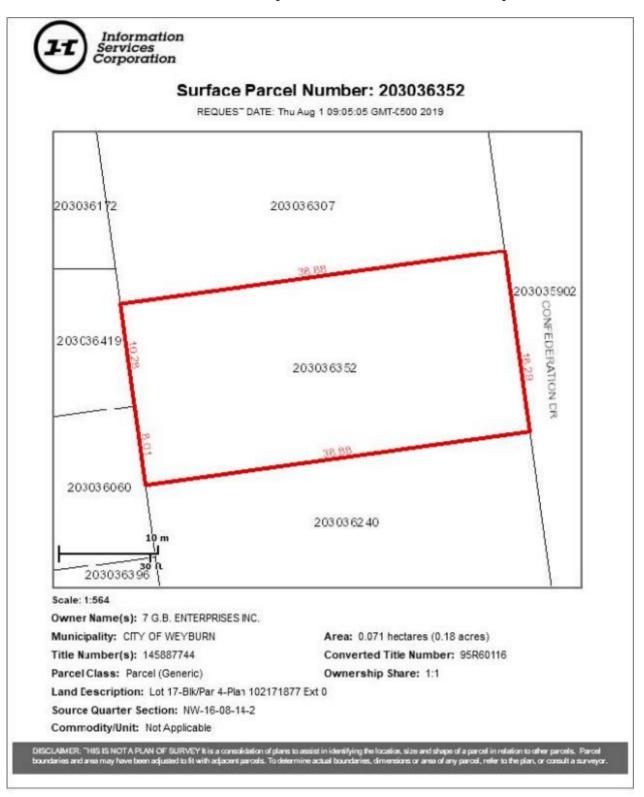
#### Parcel 23 - ICS# 203036363 (657 Confederation Drive)



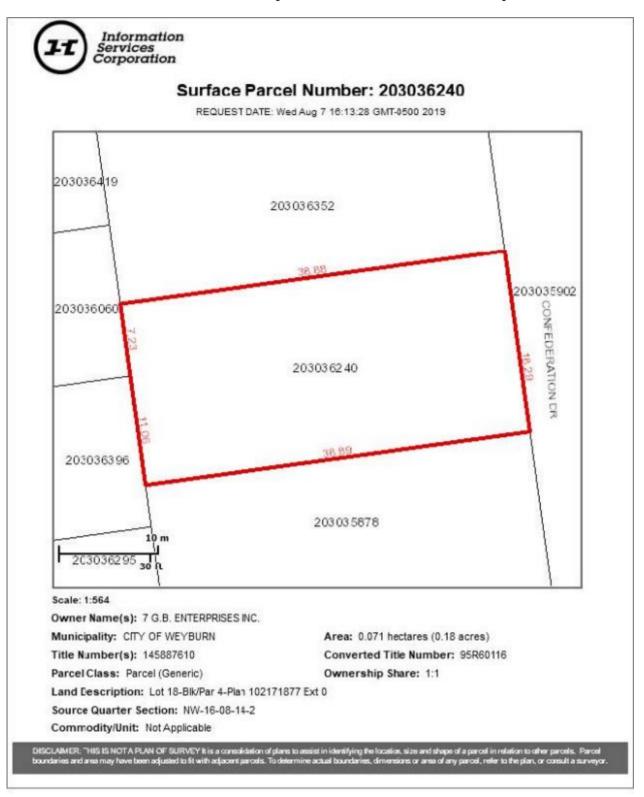
#### Parcel 24 - ICS# 203036307 (661 Confederation Drive)



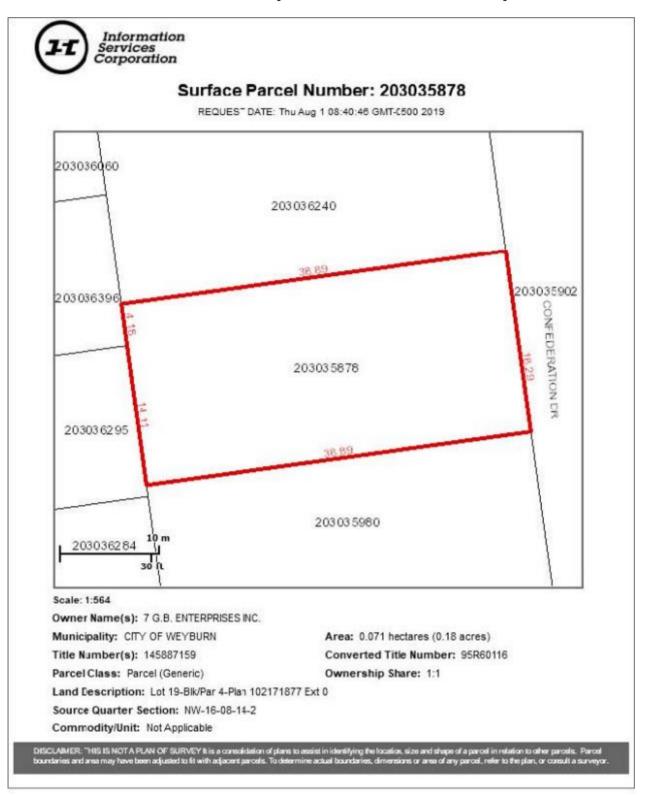
#### Parcel 25 - ICS# 203036352 (665 Confederation Drive)



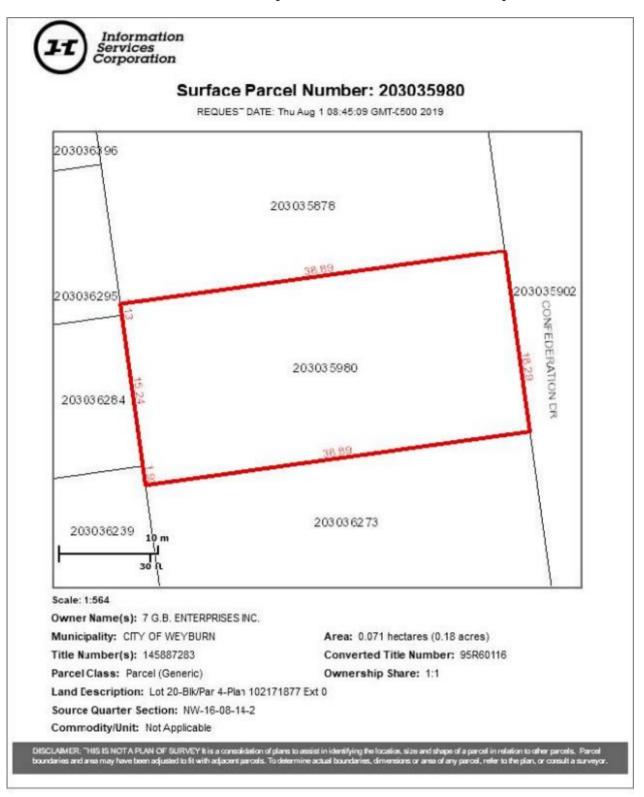
#### Parcel 26 - ICS# 203036240 (669 Confederation Drive)



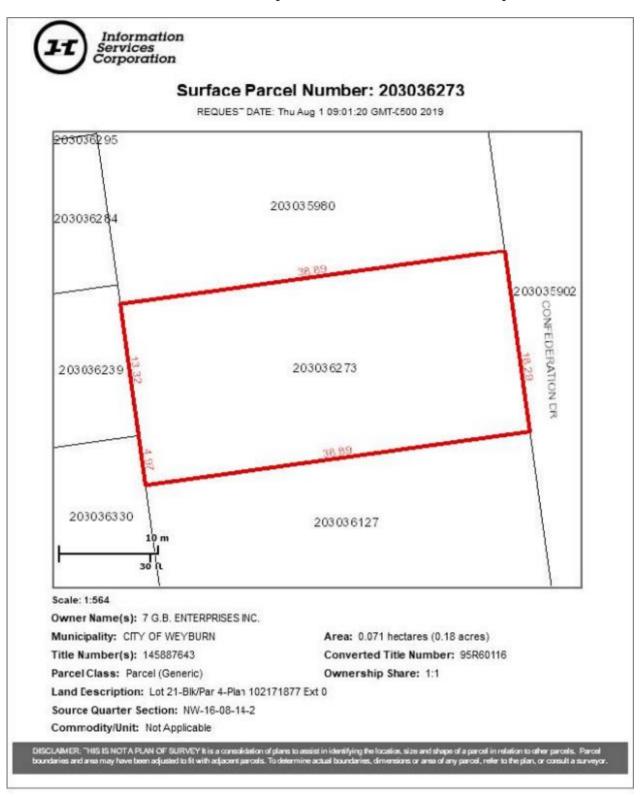
# Parcel 27 - ICS# 203035878 (673 Confederation Drive)



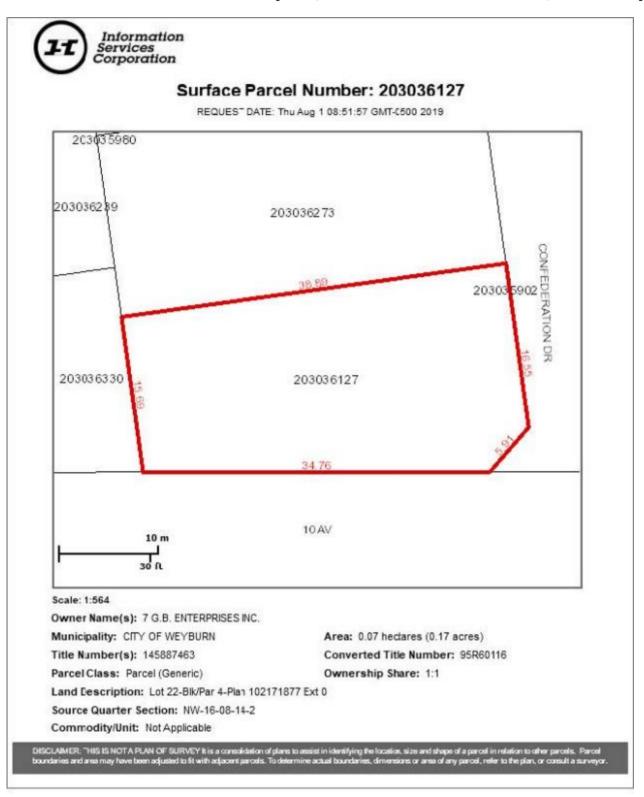
#### Parcel 28 - ICS# 203035980 (677 Confederation Drive)



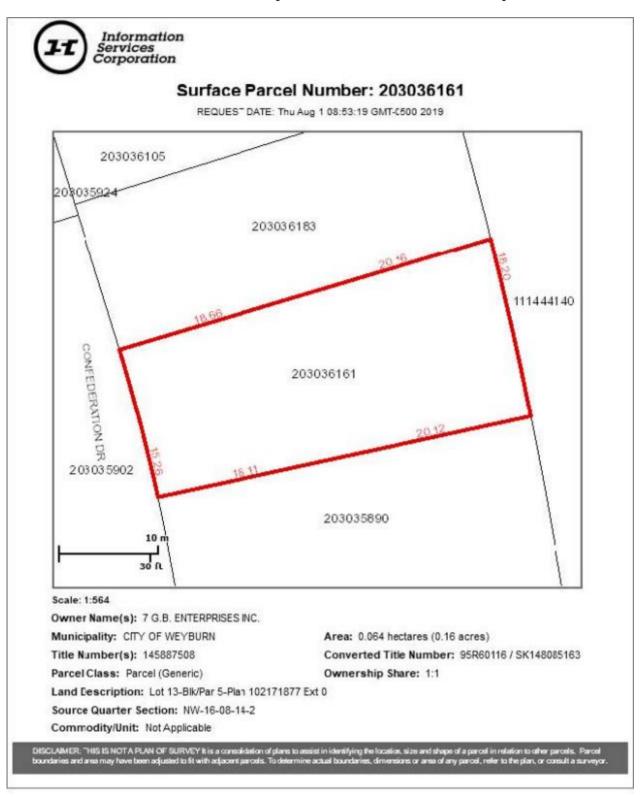
#### Parcel 29 - ICS# 203036273 (681 Confederation Drive)



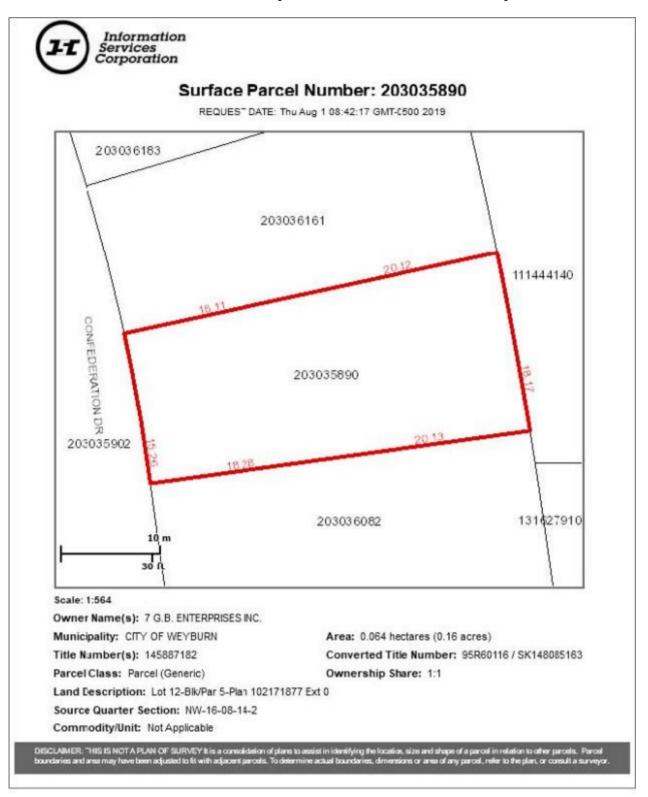
#### Parcel 30 - ICS# 203036127 (685/629 Confederation Drive/10th Ave)



#### Parcel 31 - ICS# 203036161 (640 Confederation Drive)



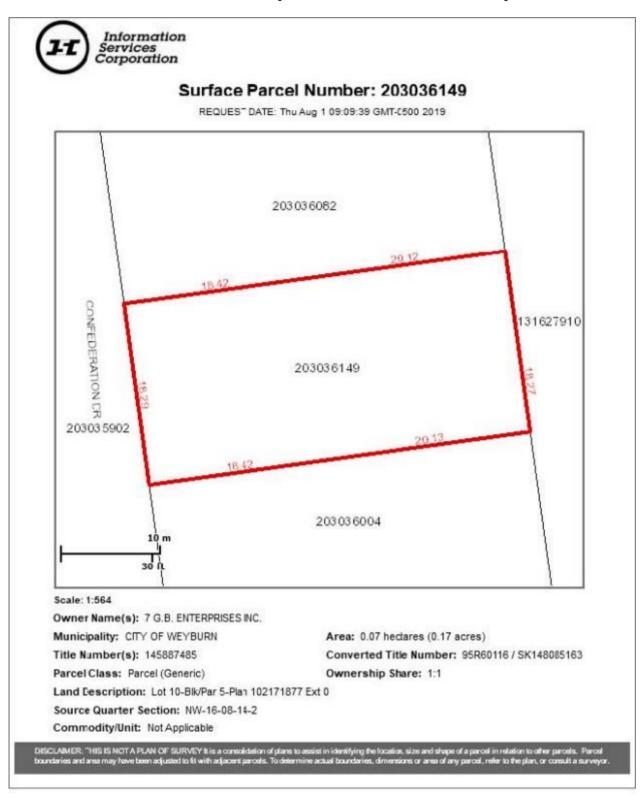
#### Parcel 32 - ICS# 203035890 (644 Confederation Drive)



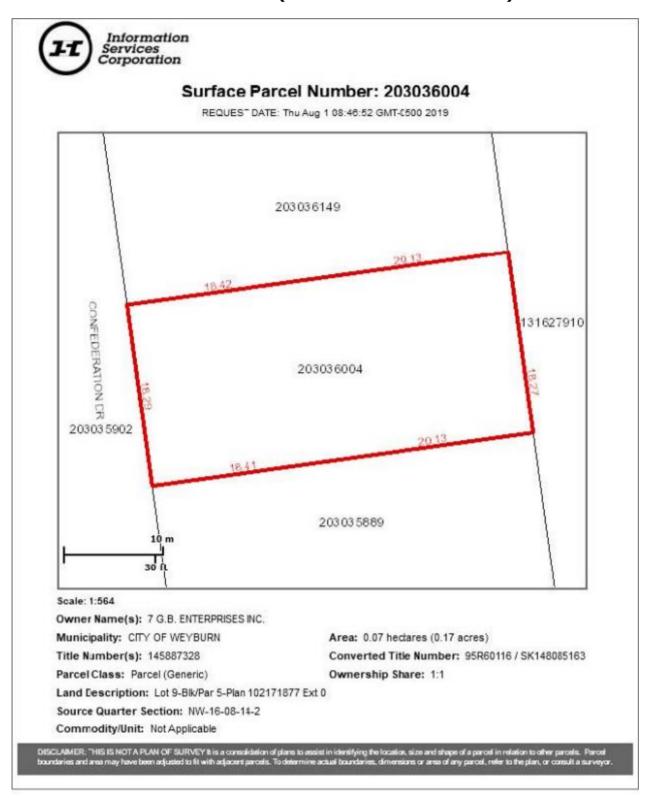
#### Parcel 33 - ICS# 203036082 (648 Confederation Drive)



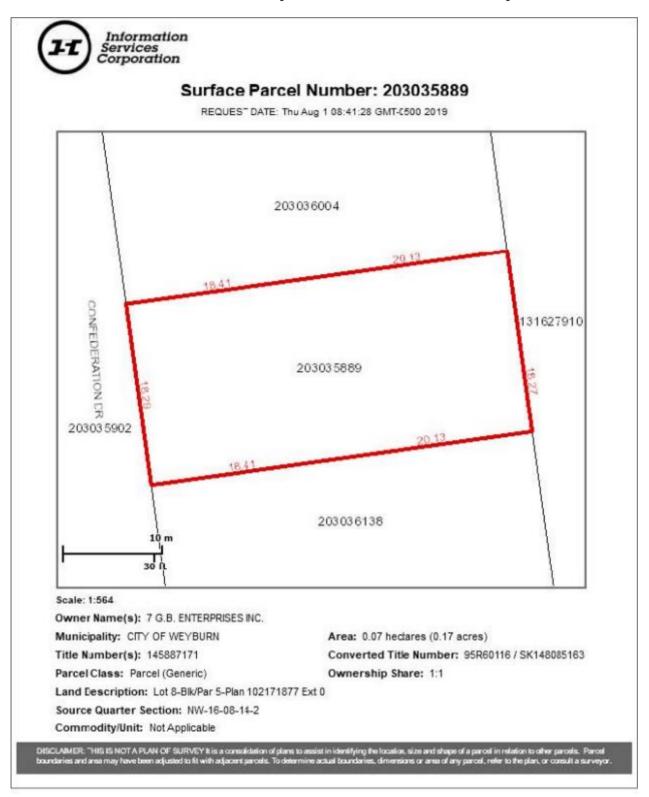
#### Parcel 34 - ICS# 203036149 (652 Confederation Drive)



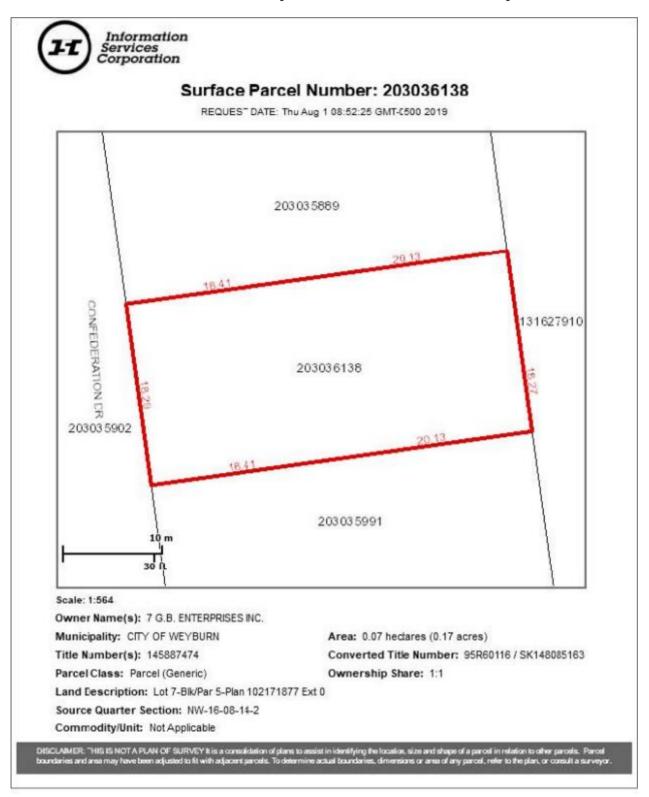
#### Parcel 35 - ICS# 203036004 (656 Confederation Drive)



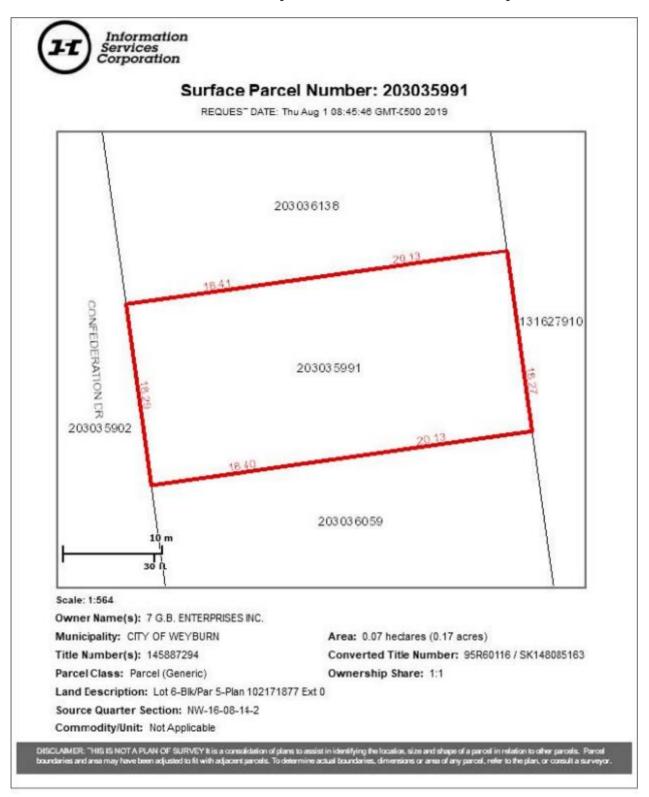
#### Parcel 36 - ICS# 203035889 (660 Confederation Drive)



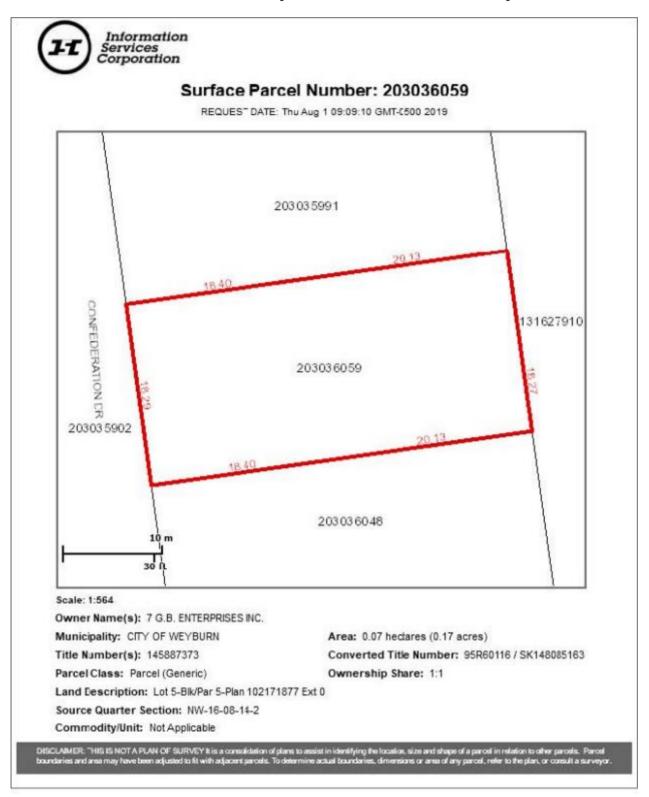
#### Parcel 37 - ICS# 203036138 (644 Confederation Drive)



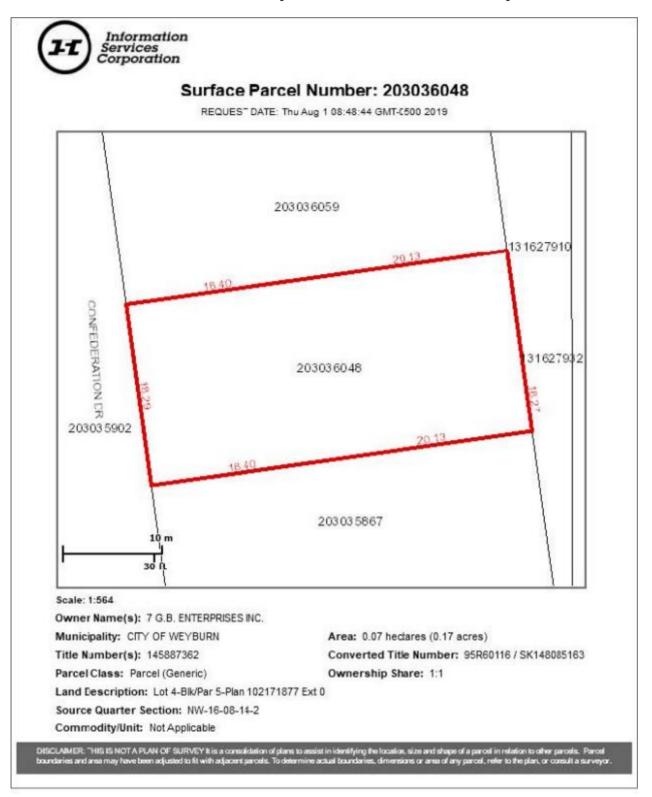
#### Parcel 38 - ICS# 203035991 (668 Confederation Drive)



#### Parcel 39 - ICS# 203036059 (672 Confederation Drive)



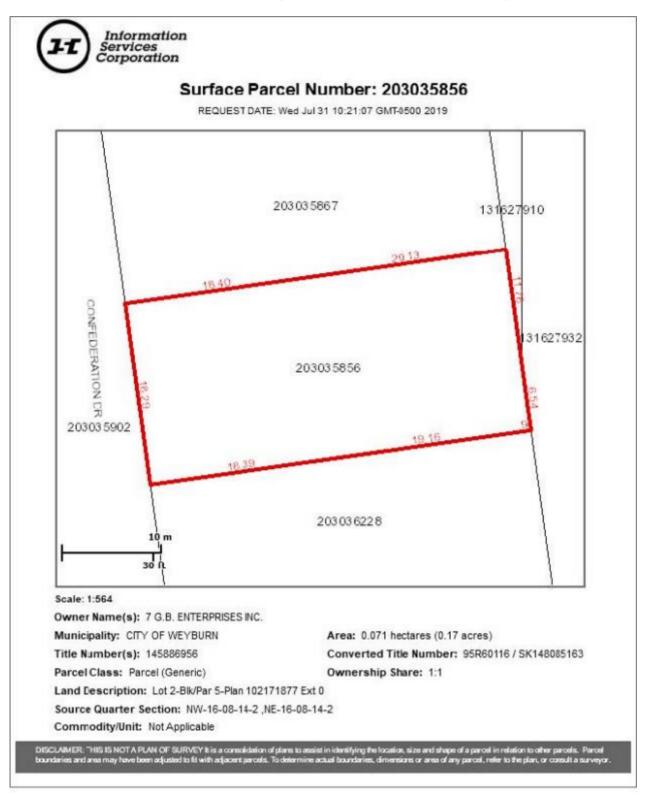
#### Parcel 40 - ICS# 203036048 (676 Confederation Drive)



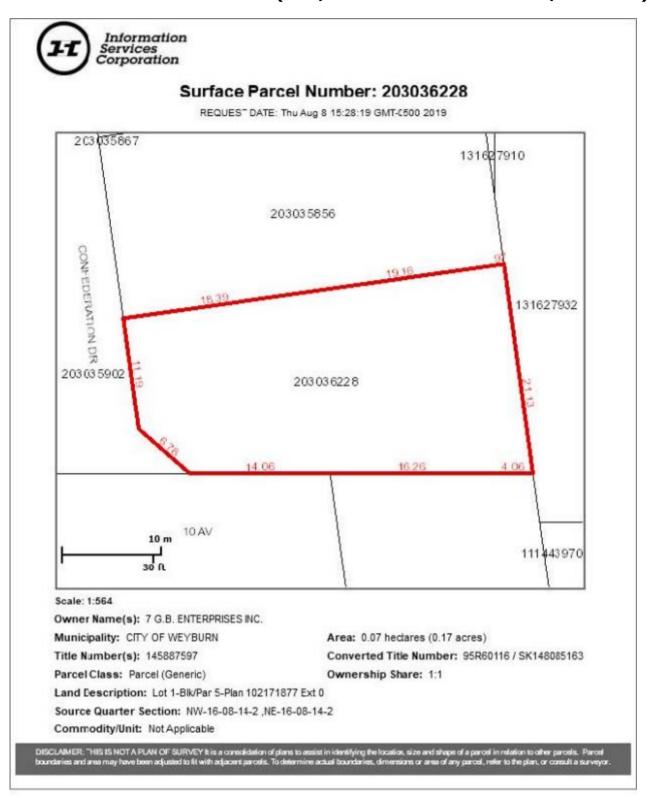
#### Parcel 41 - ICS# 203035867 (680 Confederation Drive)



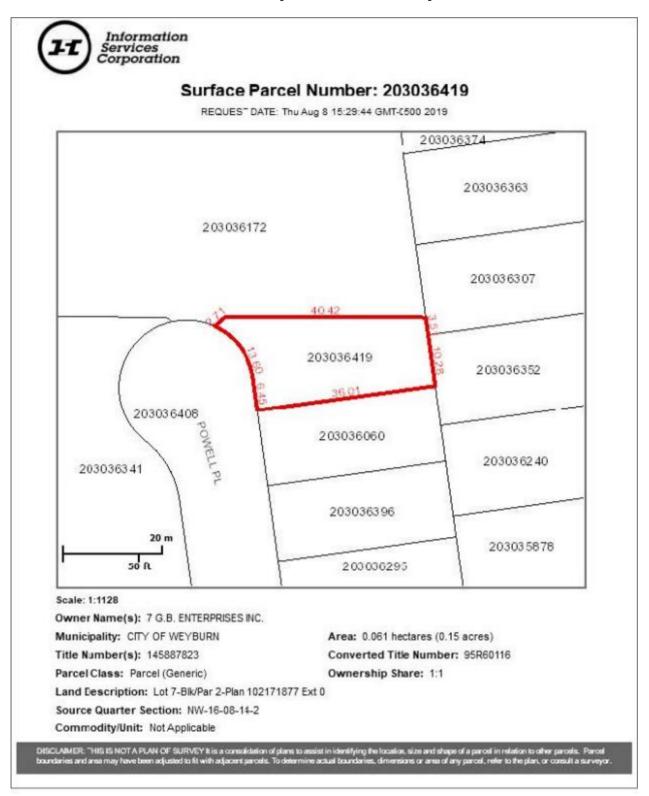
# Parcel 42 - ICS# 203035856 (684 Confederation Drive)



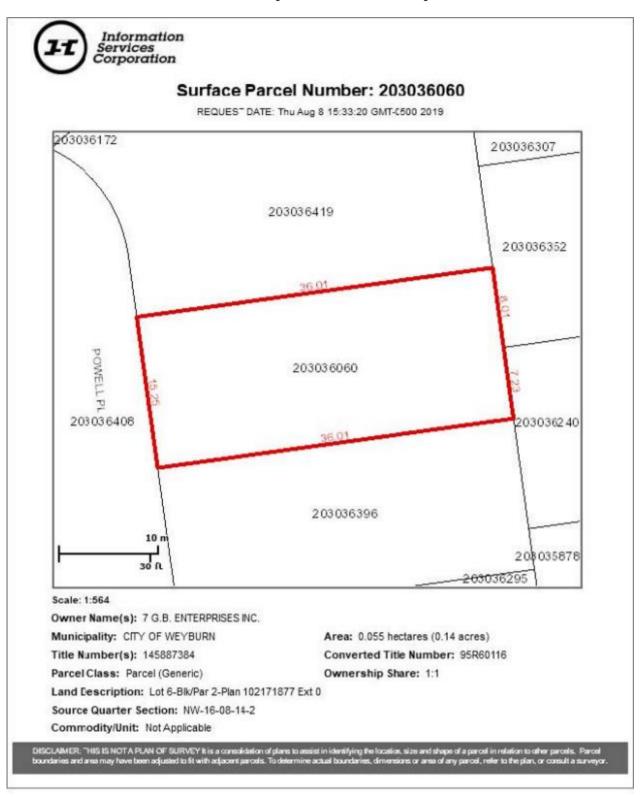
#### Parcel 43 - ICS# 203036228 (690/701 Confederation Drive/10th Ave)



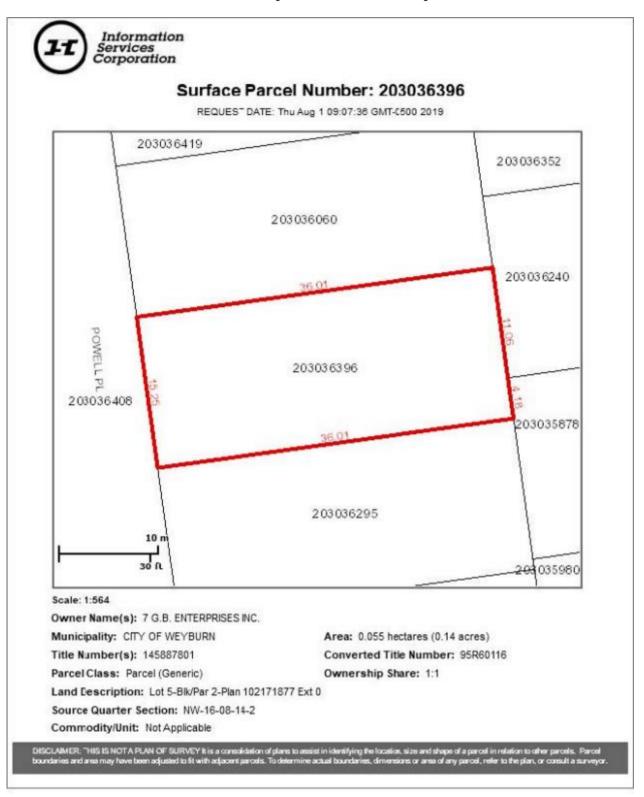
# Parcel 44 - ICS# 203036419 (26 Powell Place)



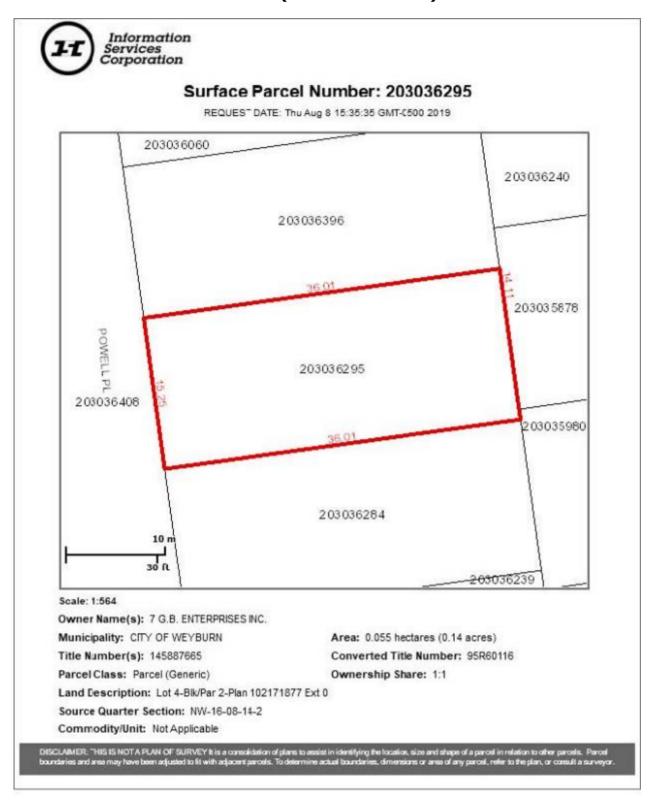
#### Parcel 45 - ICS# 203036060 (22 Powell Place)



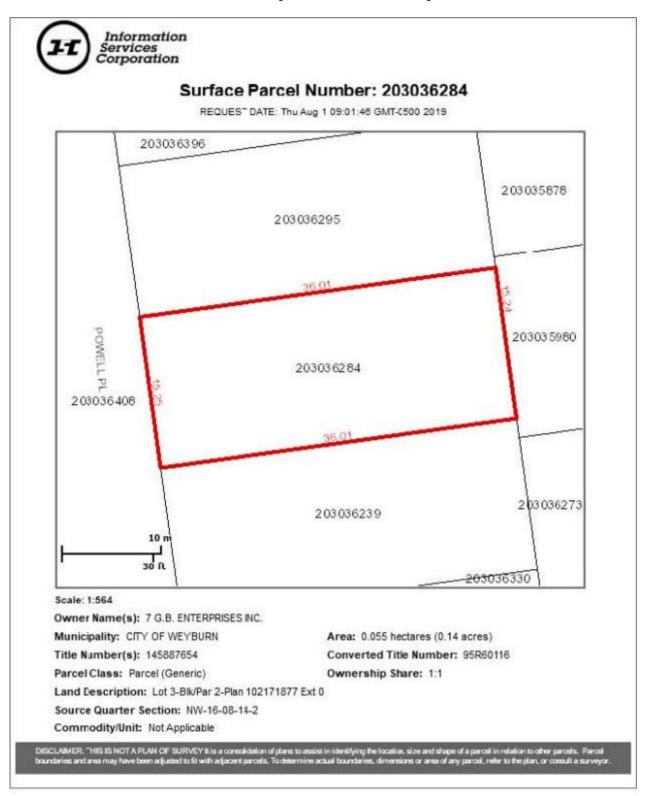
#### Parcel 46 - ICS# 203036396 (18 Powell Place)



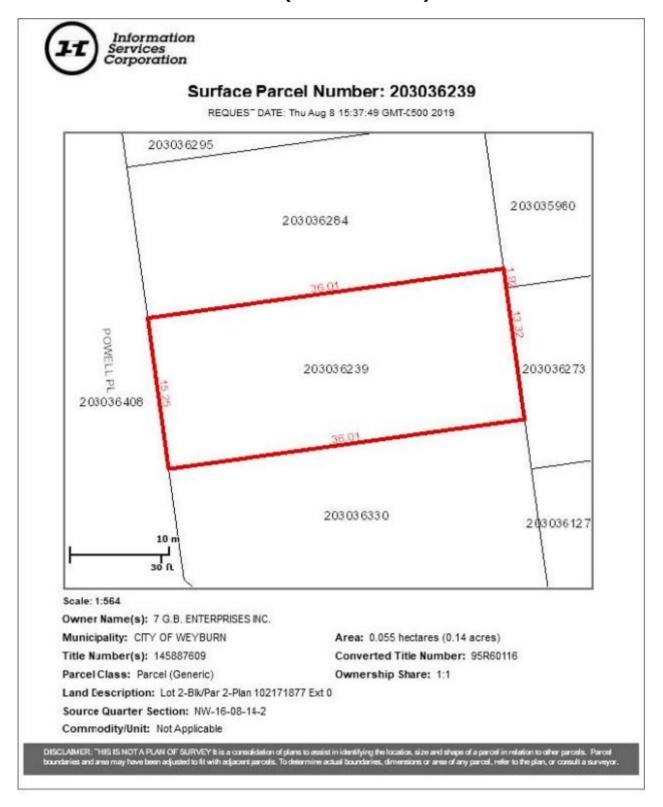
# Parcel 47 - ICS# 203036295 (14 Powell Place)



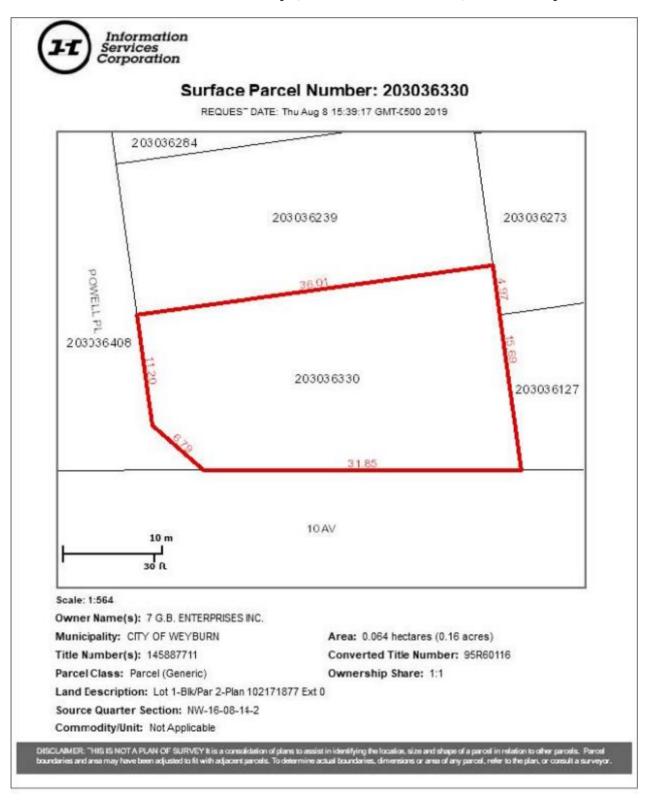
# Parcel 48 - ICS# 203036284 (10 Powell Place)



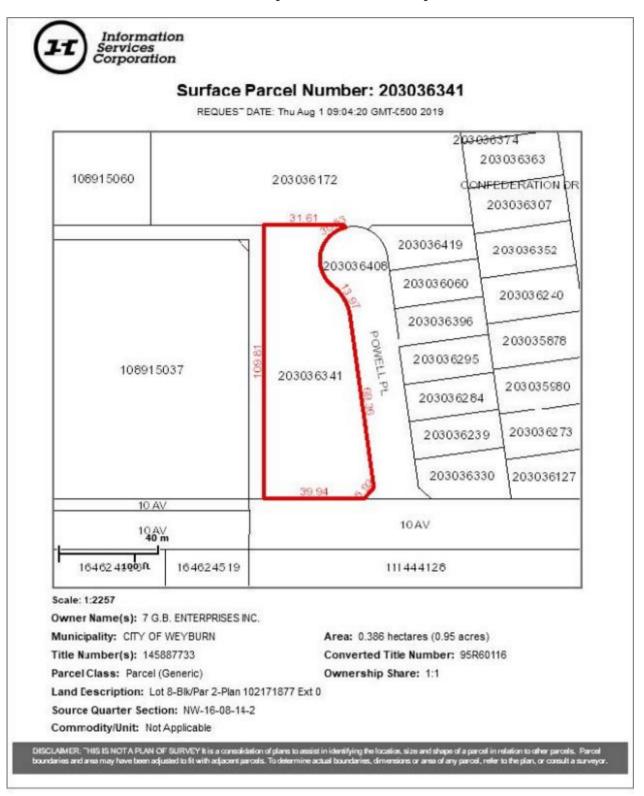
#### Parcel 49 - ICS# 203036239 (6 Powell Place)



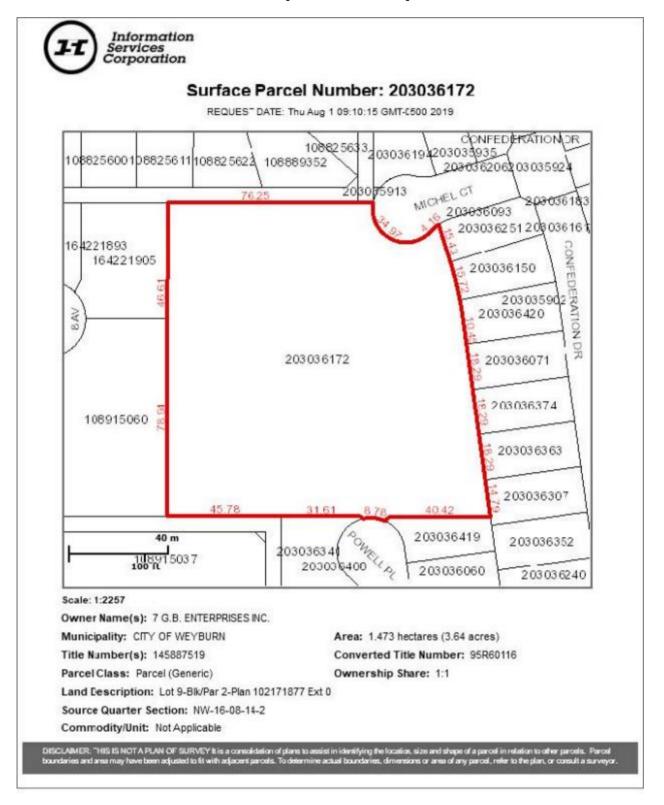
### Parcel 50 - ICS# 203036330 (2/625 Powell Place/10th Ave)



### Parcel 51 - ICS# 203036341 (30 Powell Place)



### Parcel 52 - ICS# 203036172 (Powell Place)



### Schedule E – Identified deficiencies

#### **Clifton Associates**



slingerservices@gmail.com

#### 02 November 2018

Attention: Mr. Bal Sohi

New Canada Express Services

Company: Address:

212 Victoria Avenue E

Regina, SK S4N 0N4

Deficiency List Douglas Heights Subdivision – Phase 1 Weyburn, SK File B5689

Any corrective work or deficiencies noted herein require the immediate attention of the Contractor. This inspection report constitutes written instruction to bring the work into conformity with the plans and specifications at no additional cost to the Owner. This shall not be construed as a complete list nor shall it relieve the Contractor from the responsibility for proper performance of his work in accordance with the Contract Documents.

- Penalties for compaction based on density % of Marshall for the asphalt amount to \$15,775.00 as per Section 3.1.27 of Specification 2350 – Placement of Asphaltic Concrete Surface in the Contract;
- Approximately 89 m2 of asphalt surface was identified to have segregation surface defects. The City prefers that this be corrected, as opposed to an applied penalty. The proposed corrective action is a microchip sealing surface to address the raveling;
- One entire side of asphalt (5.5 m wide) is to be removed and replaced for an approximate distance of 10 m near the concrete swale. Both top and bottom lifts;
- Backfill and compact behind the sidewalks and curbs with a cohesive (clay type) material for a width of 2 m;
- 5. Develop an energy dissipation solution for the following locations:
  - South of the completed asphalt on Confederation Drive specifically request a suitably graded gabion filter;
  - Near the entrance to the park at the north end of the site rip rap and silt fencing;
- Three manholes and two valves require adjustments as they are too low;

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www.clifton.ca

R5689 Page 2

- 7. The concrete swale does not meet specifications for a swale;
- Pave the intersection at Confederation Drive and 6th Avenue where the road was
  excavated to install the tie ins to the existing water and sewer mains. Add channel along
  east side curb of intersection, direct drainage to catch basin (at higher elevation).
- Properly backfill, slope, and stabilize the erosion trench that was dug by the contractor for water diversion;

Yours truly,

Clifton Associates Ltd.

Chris Wilke PEng Project Manager

CPW/hd

R5689 Page 3



Photo 1 -Removed and Replaced Asphalt



Photo 2 - Clay Backfilling Required



Photo 3 - Manhole Requiring Adjusting

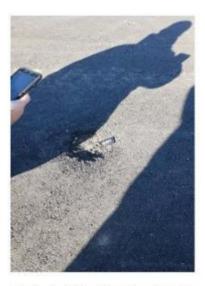


Photo 4 - Valve Requiring Adjusting

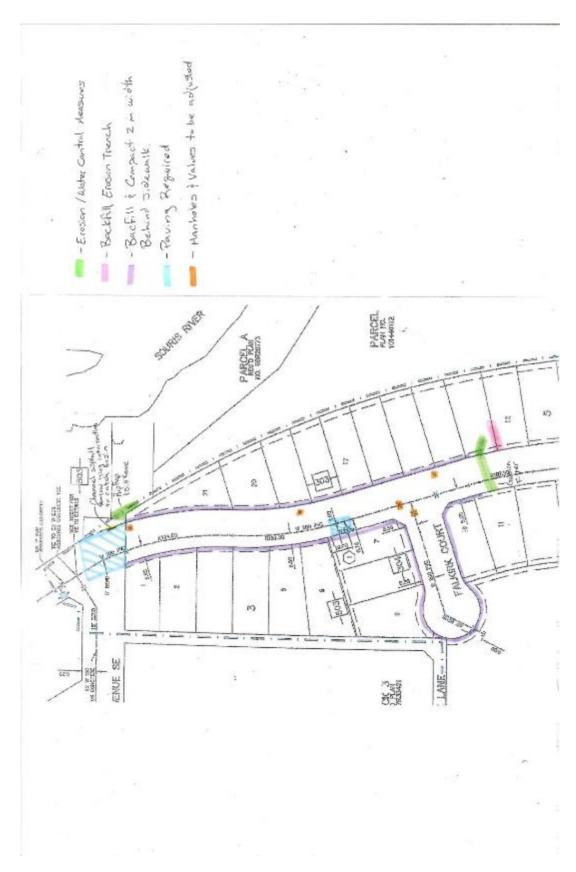
R5689 Page 4



Photo 5 - Intersection Requiring Paving



Photo 6 - Backfill Erosion Trench





akaufmann@weyburn.ca

#### 21 December 2017

Company: Address:

Attention: Amanda Kaufmann

City of Weyburn 157 – 3<sup>rd</sup> Street NE

Weyburn, SK S4H 2K6

Progress Report on Work Completed in 2017 Douglas Heights Subdivision Phase 1 Weyburn, SK

File R5689

This letter is to provide an update on the completed work at the Douglas Heights Subdivision in Weyburn, SK.

As mentioned in the previous report, New Canada Express Services (NCES) returned to site and began work on the Douglas Heights Subdivision, Phase 1, in September 2017 with the plan to complete Phase 1 this year. NCES began preparing the site for the rest of the construction and hired a subcontractor, Safrane Construction (Safrane), to complete the concrete work. Adverse winter conditions halted construction activities for the year on 3 November 2017.

In November, NCES had also hired Erican Construction (Erican), to work on the water main with their work including the following:

- · Adjusting elevation of Fire Hydrants.
- · Chlorinating and Pressure Testing on the Water Line.
- · Removal of Air Release Valves.
- · Adjusting elevation and position of Catch Basins to fit in the sidewalks.

To date, Erican has completed the following:

- · Adjusting elevation of Fire Hydrants
  - All three fire hydrants have been raised to the surface to their final elevations.
- · Pressure Testing and Chlorinating on the Water Line:
  - Pressure testing of the entire water pipe network was completed on December 12, 13 and 14. The whole pipe network passed the pressure testing, except for the water line

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R5689 Page 2

beyond the valve that enters Powell Place (formerly Dempsey Place). As this section of water line is separated from the main trunk that will loop from 10th Avenue to 6th Avenue and Powell Place is not planned to be constructed until Phase 2, the efforts to discover and repair the pressure deficiency was put on hold until Phase 2 gets under way. The valve entering Powell Place will remain closed and this will not affect the water line as that portion will remain isolated and will have to be retested prior to brining into service.

- Following the pressure testing, each of the sections of water line were chlorinated and then tested to verify that chlorine residual concentration was above 10mg/L after a minimum 24 hr period. All sections of pipe passed these tests.
- Once the chlorination was completed, the water lines were flushed out into the sanitary sewer system, until the chlorine levels dropped below 1 mg/L. Once the water was below 1 mg/L and above 0.5 mg/L, it was sampled for Bacteriological testing at four different locations, Fire Hydrant 1, 2 and 3 and the Air Release Valve at Michel Court (formerly Falkirk Court). Each sample came back with no detectable bacteria (total coliforms, E. Coli and Nitrate <1 mg/L).</p>
- · Removal of Air Release Valves:
  - Two of the three air release valves have been removed. The one on 10th Avenue near Powell Place was removed and following the positive water testing results, the valve at Michel Court was removed as well.
  - The air release valve at the north end of Powell Place was left in place as the contractor will use it during their pressure testing prior to its removal when Phase 2 gets under way. Once the water line in Powell Place is ready for commissioning, the air release valve will be removed.
- · Adjusting elevation and position of Catch Basins to fit in the sidewalks:
  - This work has not yet been completed and will be done in the spring of 2018.

Should you have any questions, please contact me at 306-721-7611, Extension 1153 or chris wilke@clifton.ca.

Yours truly,

Clifton Associates Ltd.

Chris Wilke, PEng Municipal Engineer

CPW/db

Enclosure

### Deloitte.

### www.deloitte.ca

Deloitte, one of Canada's leading professional services firms, provides audit, tax, consulting, and financial advisory services. Deloitte LLP, an Ontario limited liability partnership, is the Canadian member firm of Deloitte Touche Tohmatsu Limited.

Deloitte refers to one or more of Deloitte Touche Tohmatsu Limited, a UK private company limited by guarantee, and its network of member firms, each of which is a legally separate and independent entity. Please see www.deloitte.com/about for a detailed description of the legal structure of Deloitte Touche Tohmatsu Limited and its member firms.

### **Exhibit C – Advertisements**

### **Public Notices**

### **Standing Buffalo General Band Meeting**

Posted: Tuesday August 20, 2019

### TO: Band Membership

**RE: GENERAL BAND MEETING DATES** 

The General Band Meeting will take place on Friday September 6, 2019 from 5:00 p.m. to 8:00 p.m. held at Standing Buffalo School Gymnasium. Supper will be provided.

The Urban General Band Meeting will take place on Saturday September 7, 2019 from 10:00 a.m. to 2:00 p.m. at R.T.S.I.S. (The Gathering Place) in Regina, Sk. Lunch will

The Band Audit will be presented by Meyers Norris Penny and a copy can be provided earlier for reviewing purposes at Band Office.

All band members encouraged to attend

Thank you

Chief and Council

### **Liquor Permit Advertising Form**

Under the provisions of The Alcohol and Gaming Regulations Act, 1997

Notice is hereby given that Saskatchewan Indian Gaming Authority Inc. has applied to the Saskatchewan Liquor and Gaming Authority (SLGA) for a Restaurant permit to sell alcohol in the premises known as Bear Claw Casino & Hotel at White Bear First Nation IR365, White Bear First Nation SK.

Written objections to the granting of the permit may be filed with SLGA not more than two weeks from the date of publication of this notice.

Every person filing a written objection with SLGA shall state their name. address, and telephone number in printed form, as well as the grounds for the objection(s). Petitions must name a contact person, state grounds, and be legible. Each signatory to the petition and the contact person must provide an address and telephone number Frivolous, vexatious or competition-based objections within the beverage alcohol industry may not be considered and may be rejected by the Saskatchewan Liquor and Gaming Licensing Commission, who may refuse to hold a hearing.

Write to:

Saskatchewan Liquor and Gaming Authority

REGINA SK S4P 3M3

### **Legal & Tender Notices**

Sealed bids marked "Bid for Peepeekisis Cree Nation No. 81 - Water Treatment Plant Upgrades" will be received at the offices of Associated Engineering (Sask.) Ltd., #1-2225 Northridge Drive, Saskatoon, SK S7L 6X6 up to Thursday, September 19, 2019 at 2:00 p.m. local time.

The work involves the construction of the Upgrades and Expansion to the Peepeekisis
Cree Nation Water Treatment Plant including substructure, building, process and building mechanical, electrical and controls and appurtenances.

Contract Documents may be examined at the offices of Associated Engineering (Sask.) Ltd., #1-2225 Northridge Drive, Saskatoon, SK S7L 6X6.

Contract Documents will be available for pickup by interested General Contractors at the offices of Associated Engineering (Sask.) Ltd., on or after Thursday, August 29, 2019 at 1:00 p.m. local time upon deposit of \$200.00 per set, taxes included. Deposit will be refunded if Bid Documents complete, undamaged returned unmarked and reusable within seven (7) days of bid submission. Failure to comply will result in forfeiture of deposit.

Technical inquiries by bidders are to be directed to Shengtao Weng 306-653-4969 or by email at wengs@ae.ca.

A mandatory Bidder's briefing site meeting is scheduled for Wednesday, September 4, 2019 at 10:30 a.m. local time at the Peepeekisis Cree Nation Water Treatment Plant.

Bids must be accompanied by the specified Bid Bond and Consent of Surety Company or a certified cheque payable to the owner

The lowest or any bid will not necessarily be accepted.

Contact for the Owner Peepeekisis Cree Nation No. 81 c/o SAL Engineering Ltd. 2220 Avenue C North Saskatoon, SK S7L 6C3 Phone: 306-653-4511 Email: donpoon@salengineering.ca Attn: Don Poon, P. Eng., C. Eng., MICE, CMC, CCCA, F.ASCE

Associated Engineering (Sask.) Ltd. #1-2225 Northridge Drive Saskatoon, SK S7L 6X6 Phone: 306-653-4969 Email: wengs@ae.ca Attn: Shengtao Weng, M.Sc., P.Eng.

Contact for the Engineer



### Name Change Notice

l, Sandeep Kaur Gangar, daughter of Harpal Singh, holder of Indian Passport number H7360642, issued at Chandigarh, on September 25, 2009, permanent resident of lage-Awa, District Fazilka, Punjab, India 152123 and presently residing at 5056 Crane Crescent, Regina, S4W0H9, SK, Canada, do hereby change my name from Sandeep Kaur to Sandeep Kaur Gangar.

### Name Change Notice

I, Hardeep Singh Gangar, son of Jagsii Singh, holder of Indian Passport number H6274220, issued at Chandigarh, on August 03, 2009, permanent resident of Village Awa, District Fazilka, Punjab, India, 152123 and presently residing at 5056 Crane Crescent, Regina, S4W0H9, SK, Canada, do hereby change my name from Hardeep Singh to Hardeep Singh Gangar

### Form 16-48 NOTICE TO CREDITORS

In the estate of MARIO NARDIN late of 1641 Rothwell Street, Regina, Saskatchewan, deceased

All claims against the above estate, duly verified by statutory declaration and with particulars and valuation of security held, it any, must be sent to the undersigned before the 30th day of September, 2019.

Jane Karen Ottenbreit Executor

298 Froom Crescent Regina, Saskatchewan S4N 1B7

7 4 4 4 4 7 7 7 1 0

### **Events**

Queen City AniFest Conexus Arts Centre, Aug 24th. Join the Nerd Side. www.qcanifest.com

### Trucks & SUV's

**2001 Dodge Ram** 4x4. 198,000 kms. \$5800 OBO. 306-539-0241



### **Legal & Tender Notices**

Executor's lawyer Linka Howe Peterson Law Offices

**Legal & Tender Notices** 

deceased.

RODGER W. LINKA

300-533 Victoria Avenue Regina, SK S4N 0P8

NOTICE TO CREDITORS

In the estate of JUDITH CAROLYN

BIBERDORF, late of Regina, Saskatchewan

All claims against the above estate, duly

verified by statutory declaration and with particulars and valuation of security held, if

any, must be sent to the undersigned before the 21 day of September, 2019.

### **INVITATION FOR OFFERS** 7 G.B. ENTERPRISES INC.

7 G.B. Enterprises Inc. ("7 G.B." or the "Company") was a residential property development company incorporated to complete a development known as Douglas Heights in Weyburn, Saskatchewan,

Deloitte Restructuring Inc., in its capacity as Receiver of the Company, invites offers to purchase the Receiver's right, title and interest, if any, in the assets of the Company which include an approximate 15.4 acre parcel of land, subdivided into fifty (50) residential land parcels, forty-eight (48) of which range in size from 0.13 acres to 0.21 acres, one (1) parcel of 0.95 acres, and one (1) parcel

All offers must be sealed and marked "OFFER - 7 G.B." and be delivered or mailed, postage prepaid, to Deloitte Restructuring Inc. at 360 Main Street, Suite 2300, Winnipeg, MB R3C 3Z3 to be received no later than 5:00 p.m. CDT on Friday, September 27, 2019. Every offer submitted shall be in the form of the Offer to Purchase prescribed in the Sales and Information Package. The highest or any offer will not necessary be accepted.

To obtain a copy of the Sales and Information Package and/or to arrange an appointment to view the assets, please contact John R. Fritz at (204) 944-3586 or (jofritz@deloitte.ca).

### Deloitte.

#### TAX ENFORCEMENT LIST VILLAGE OF WILCOX

Notice is hereby given under *The Tax Enforcement Act* that unless the arrears and costs appearing opposite the land and title number described in the following list are fully paid before October 23, 2019, an interest based on a tax lien will be registered against the land. Note: A sum for costs in an amount required by subsection 4(3) of The Tax Enforcement Act is

		gainst each parcel.	, or the tax 15	goreement 11ct 10
DESCRIPTION OF PROPERTY	Title No.	Total Arrears*	Costs	Total Arrears and Costs
LOT 6-BLK/PAR 4-PLAN 50195 EXT 0	145648806	658.62	120.00	778.62
LOT 4-BLK/PAR 4-PLAN 50195 EXT 0	145648749	4,428.27	120.00	4,548.27
LOT 5-BLK/PAR 4-PLAN 50195 EXT 0	145648783	4,428.27	120.00	4,548.27
LOT 22-BLK/PAR 4-PLAN 50195 EXT 0	135960295	1,330.76	120.00	1,450.76
LOT 26-BLK/ PAR 4-PLAN 101405146 EXT 1	135960307			
LOT 22-BLK/PAR 9-PLAN AM2389 EXT 0	146916164	1,065.61	120.00	1,185.61
LOT 23-BLK/PAR 9-PLAN AM2389 EXT 0	146916030			
LOT 4-BLK/PAR 13-PLAN CN370 EXT 0	147567213	608.13	120.00	728.13

\*Penalty is calculated to the date of the Notice and will continue to accrue as applicable Dated this 20th day of August, 2019

Tammy Ritchie, Administrator



Painters &

Decorators

Interior/Exterior

Painting Residential and Commercial

Call: 306-994-6388

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Brazeau Masonry and Roofing Asphault shingling Brick, Block, Stone Layer, Chimney Repair. Stucco and Parging. Licensed

Wayne 306-331-8069

### Renovations

**RENOVATIONS &** OUNDATIONS 30 yrs experience siding, bathrooms asements, we do i all! Senior rates. 306-537-8971

### BT RENO'S

Decks, fences, landscaping, tree trimming & renovations

306-530-7917





### ALL OF THESE EVENTS, THEY ARE ALL RELATED TO THE SAME THING, WHICH IS CHINA TAKING AWAY OUR FREEDOMS.



People hold hands as they form a human chain along a pedestrian crossing in Hong Kong on Friday.

# **THOUSANDS** LINK HANDS

### HONG KONG

43-km-long human chain formed in vigil

> SHIBANI MAHTANI AND TIFFANY LIANG

HONG KONG • Inspired by an effort 30 years ago in the Baltic states that called for the end of Soviet rule, tens of thousands in Hong Kong on Friday held hands under the night sky to form a human chain snaking 43 kilometres across the territory, in a vigil against an increasingly authoritarian China intent on clamping down

against their protest movement. "Hong Kongers, Add Oil!" they chanted, a phrase that loosely translates to keep going. "Democracy now!'

Parts of the human chain passed hand sanitizer down the line before holding their hands up in the air, linking themselves with friends, family and strangers.

Participants turned on their cellphone lights and waved them toward the sky, illuminating the city's most iconic neighbourhoods, including along Victoria Harbour, as passing cars honked in deafening support.

"I was a bit embarrassed holding strangers' hands at first," said one 29-year-old participant who wanted to be identified just by his last name, Lam.

"But later, I thought, we are family. Why not?"

As they held their peaceful demonstration — its imagery harking back to the similarly implausible fight against the Soviet Union's power in 1989 — there were more signs that Beijing is becoming increasingly aggressive in its efforts to stamp out the protests and squeeze entities seen as supportive of them.

Rebecca Sy, who heads a union representing flight attendants from Cathay Pacific's regional airline, held a news conference Friday announcing her termination, among the more than a dozen aviation industry workers forced out in connection to the political demonstrations. Diplomats too have come under pressure: A Hong Kong passport holder working for the British consulate was detained while trying to return to the semi-autonomous territory from Shenzhen, prompting the Canadian consulate to halt mainland visits for its staff.

"All of these events, they are all related to the same thing, which is China taking away our freedoms." said Noelle, a 53-year old wedged in the line, who only wanted to be identified by her first name for fear of repercussions over her participation. 'This is exactly what we don't want in Hong Kong, and that is why we are here today."

Noelle, along with a majority of participants, had their faces obscured vith masks - an indication of the fear that has gripped this city. Protesters interviewed believe that even participating in peaceful protests can get one fired from their jobs or otherwise put them at risk.

Friday's human chain, dubbed the "Hong Kong Way," was an idea borrowed from an almost 650-kilometre long gathering of two million people in Estonia, Latvia and Lithuania. Their demonstration was a bid for independence from the Soviet Union, and the show of unity discredited the Russian narrative at a time when Baltic independence was a fringe idea promoted by a group of radicals.

Hong Kong protesters participating in the vigil are fighting for their government to recognize demands that have hardened over their months-long protest movement.

Triggered by a now-shelved extradition bill that would have allowed fugitives to be transferred to the mainland, demonstrators have been angling for an independent investigation into police use of force; they also want their government to be directly elected, believing their leaders serve Beijing rather than Hong Kong.

Preparations for the human chain were complex logistically, said a 24-year old organizer who only wanted to be known by the initials J.C. for fear of reprisal.

In recent days, groups of volunteers have gone out to test the routes by making a short chain of people, testing out safety issues such as the presence of pedestrian crossings and roads.

The route, which stretched across Hong Kong island, the Kowloon area across Victoria Harbour and the New Territories area which borders mainland China, was deliberately planned near subway stops to make participation convenient. Over 40 so-called "team leaders" were on site on Friday, J.C. said, to direct the crowd and observe any safety considerations.

Protesters in recent weeks have urged nonviolent ways of getting their government's attention, after escalating violence between police, those perceived to sympathize with them and protesters. On a pages-long thread on LIHKG.com, some frontline protesters — more accustomed to ripping bricks off sidewalks and preparing for drawn-out confrontations with riot police — admitted that holding hands seemed "lame," but was an important show of unity at a pivotal

time for Hong Kong. The Washington Post

### **Your Daily** Horoscope

### **Holiday Mathis**

Creators Syndicate

SUNDAY, AUGUST 25, 2019

Five years is a long time from now, but that day in 2024 will come really quickly and you'll have about a thousand cellphone pictures to prove it. So what do you want those pictures to be about? This is the point in the Virgo solar journey that's ideal for making projections and setting some mile

stones so you'll know you're on the right track.
TODAY'S BIRTHDAY (Aug. 25). You're not overly worried about
the same things you once were. You have hard evidence that life seems to be working out for you. Much is going in your favor and the trend will continue. New friends come into your life and interesting twists happen in the next 10 weeks. Your excellent judgment leads to a big January win. Cancer and Pisces adore you. Your lucky numbers are: 9, 2, 19, 18 and 33.

ARIES (March 21-April 19). As much as you love your people,

you also need to take care of yourself. The perspective you get from alone time is invaluable and will help you appreciate the richness that relationships bring to your life.

TAURUS (April 20-May 20). You're not as comfortable as you want to be, and yet the day goes better when you focus on what there is to love about your domestic life. Home is home for a reason. Embrace it and let it help you decide on your next move.

**GEMINI (May 21-June 21)**. Ask your important question because it's like the whole universe is conspiring to answer you. Also, the answer could come from anywhere, so you may as well aim yourself in the direction of sunshine and fun. CANCER (June 22-July 22). Whatever the worst task is, do it

first. Just get it over with so you don't have this expectation of unpleasantness hanging over your head anymore. The best part of the day comes directly afterward. LEO (July 23-Aug. 22). In something as simple as a short conver-

sation, many different kinds of currencies are being exchanged. The one that seems the most important (money and time are the usual culprits) is actually the least important commodity. VIRGO (Aug. 23-Sept. 22). If you think your job is hard, try imag-

ining the hard jobs required throughout humanity's existence. The slightest amount of research reveals that pretty much it's all of society has been built on hard jobs. LIBRÁ (Sept. 23-Oct. 23). Love isn't defined by a length of time. It's an investment that can happen little by little over weeks or de-

cades, or it can happen all at once. There's a different alchemy alive in each arrangement.

SCORPIO (Oct. 24-Nov. 21). Treat technology as a servant and not a master. To answer every call and text would be a mistake.

Such distractions keep you from the real-life matters that seem less important than they really are. SAGITTARIUS (Nov. 22-Dec. 21). It's time to put the word out.

Pretend like you're your own PR person. You may have to talk things out to a few different people before you find the right spin, so start with the people who are kind, objective and likely to give you good feedback. CAPRICORN (Dec. 22-Jan. 19). This isn't a day to worry about

such things as large as "career" or "lifestyle," rather it's a time to focus on the small and simple questions like, "Which kind of bread should I choose?"

AQUARIUS (Jan. 20-Feb. 18). A lot of wonderful and terrible things will happen -- as they always do. Much will depend on the tone you generate. You'll be very aware of your energy and how

PISCES (Feb. 19-March 20). The people you think will be helpful will not be so helpful at all. It's not their fault. The expectation was all yours. But you need helpful people. Move quickly on. Embrace new energy.

### **Legal & Tender Notices**

### INVITATION FOR OFFERS 7 G.B. ENTERPRISES INC.

7 G.B. Enterprises Inc. ("7 G.B." or the "Company") was a residential property development company incorporated to complete a development known as Douglas Heights in Weyburn, Saskatchewan.

Deloitte Restructuring Inc., in its capacity as Receiver of the Company, invites offers to purchase the Receiver's right, title and interest, if any, in the assets of the Company which include an approximate 15.4 acre parcel subdivided into fifty (50) residential land pare forty-eight (48) of which range in size from 0.13 acres to 0.21 acres, one (1) parcel of 0.95 acres, and one (1) parcel

All offers must be sealed and marked "OFFER - 7 G.B." and be delivered or mailed, postage prepaid, to Deloitte Restructuring Inc. at 360 Main Street, Suite 2300, Winnipeg, MB R3C 3Z3 to be received no later than 5:00 p.m. CDT on Friday, September 27, 2019. Every offer submitted shall be in the form of the Offer to Purchase prescribed in the Sales and Information Package. The highest or any offer will not necessary be accepted

To obtain a copy of the Sales and Information Package and/or to arrange an appointment to view the assets, please contact John R. Fritz at (204) 944-3586 or

### Deloitte.

reasons why you should advertise in your local newspaper

CREDIBILITY

Polls show people believe newspapers offer the most believable advertising. The offer is there to be read over and over again. It doesn't

intrude uninvited and then vanish. ASSURANCE

Our newspaper circulations are verified and audited. Tearsheets verify that an ad ran as scheduled. They have tangible proof that their ad reaches the audience, Radio and TV can't offer this tangible proof.

PERMANENCE

Newspapers allow readers time. Time to digest and consider an advertising offer at their leisure. Consumers need not be in the right place at the right time to see or hear the advertiser's message. Studies prove that our papers are kept longer than a week and are read by more than one person.

LOCAL COVERAGE

Newspapers occupy a unique position in reader's lives. Newspapers contain news on local people and events, while providing the most reliable source of in depth coverage of everything, including what businesses are offering this week.

Cost per thousand is very competitive, but the results of good newspaper advertising are the best measure of its benefit.

LOCAL INVESTMENT

No other medium can compare to newspapers in service to the local community. An advertising order is an investment by the

The Market you are looking for is reading the same paper you are!

Talk to a Sales Representative today for more information

### JANRIC CLASSIC SUDOKU

Fill in the blank cells using numbers 1 to 9. Each number can appear only once in each row, column and 3x3 block. Use logic and process elimination to solve the puzzle. The difficulty level ranges from Bronze (easiest) to Silver to Gold (hardest).

			7		3		6	
1		7		8		5		3
				2				
	9				8			
2		3	5	7	9	4		6
			4				3	
				4				
7		8		6		2		1
	2		1		7			
8/24/10			·					·

Rating: GOLD

classifieds

WONDERWORD

By DAVID **OUELLET** 

HOW TO PLAY: All the words listed below appear in the puzzle — horizontally, vertically, diagonally and even backward. Find them, circle each letter of the word and strike it off the list. The leftover letters spell the WONDERWORD.

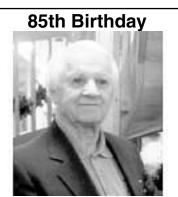
TIM	TIM CONWAY (1933-2019) Solution: 6 letters													
Y	С	S	Н	U	F	F	L	ı	Ν	G	0		Н	0
E	Ο	М	С	Н	Α	L	Ε	S	Ν	Α	V	Υ	Α	L
R	М	В	Т	V	С	Υ	В	ı	L	L	В	J	L	D
0	Ε	Ο	Ε	Ο	С	Ο	Α	С	Н	Ο	Ο	Α	L	Е
C	D	G	K	L	R	J	М	ı	Т	-	В		Ε	S
Α	ı	Ν	S	Ν	С	-	Κ	С	ı	D	Ε	М	Ν	Т
R	Α	Α	F	Н	(D)	Α	R	С	U	Α	G	Ε	I	М
0	Ν	R	Υ	С	Α	0	Ν	Τ	Ο	R	Ν		K	Α
L	Ε	Н	L	Α	Т	W	$\bigcirc$	R	Α	R	Ο	K	R	Ν
E	Ε	S	L	С	D	М	Ν	$\bigcirc$	Α	Р	Р	С	Ο	0
1	Ν	-	Ε	Т	Т	Ε	Ν	R	U	В	S	Α	R	Ν
N	S	R	K	Ο	D	-	Α	М	Ο	Ν	D	J	I	R
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D	G	U	S	Т	Н	Ο	М	Α	S	Т	Ε	V	Ε	Т
E	Ν	Ν	Α	Υ	R	Α	M	Ο	С	Т	I	S	Υ	S
© 20	19 And	rews N	1cMeel	Syndi	cation	www	.wond	erword	.com	·	·	·		/24

Actor, Allen, Barnacle Boy, Born Free, Burnett, Carol, Charlene, Coach, Comedian, Corey, Cybill, Daniel, Dear, Diamond, Dick, Director, Dorf, Ensign, Gus, Irish, Jackie, Jaime, Kelly, Mary Anne, McHale's Navy, Mr. Tudball, Ohio, Oldest Man, Orkin, Pat, Radio, Rango, Riley, Rock, Shawn, Shuffling, Sitcom, Sketch, Spagners Allies Yesterday's Answer: Allies



Celebrating

### **Birthdays**



Come & go tea 2 - 5 pm Sept 1st Elks hall 508 - 12 ST E

**Nestor Yachiw** 

No cards or gifts



Let us in on your **BIG NEWS...** 

· Birth · Engagement Wedding · Graduation · Retirement

**Anniversaries** 



60th Wedding Anniversary Richard & Helen Boechler August 24th, 1959

## Anniversary



Deb & Larry Aug 25th, 1979 & Loving you more. Love Lar

### Services

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WE DO IT RIGHT We return calls & show up! Water Heater placement Customer's Choice Plumbing/Heating

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All kinds of Tree Cutting/Pruning, Hauling, **Eavestrough Yard Cleaning** 10% off for month of April! City & Urban areas included. Up to 100 miles out of city. Free estimates!

306-374-3369 or 717-1016



recommended prescription:

# Physical Activity

Take it regularly, to treat aches and pains, heart disease and obesity.





# MLA Dustin Duncan to run for another term

By Greg Nikkel

Dustin Duncan, MLA for Weyburn-Big Muddy and Environment Minister, will be seeking re-election with the Saskatchewan Party in next year's provincial election.

Premier Scott Moe recently made a small shuffle of the provincial cabinet, and asked to make sure that any ministers remaining in cabinet were going to commit to running in the 2020 election.

Duncan remained in his Environment portfolio, and is still the minister responsible for SaskPower, but with a new baby girl in his family, he asked the premier if he might give up being responsible for the Water Security Agency.

Premier Moe agreed, and the Water Security



**Dustin Duncan** 

Agency is now the responsibility of Greg Ottenbreit, the minister of Highways and Infrastructure.

"I think first and foremost, he wanted to make sure the cabinet ministers will be running again. This is the cabinet that we will go into the election with," said Duncan. "I'm still enjoying the work, and I feel challenged in

the roles I've been given." "From the provincial perspective, I'm still very positive about the stance the province has taken on issues, especially on the carbon tax issue. I feel that's important and want to continue with that work that I've been doing.'

He recalled some words of advice of the former deputy premier Ken Krawetz, who told him, "If there are still two or three things you want to achieve for your constituency, then you should consider running again."

Duncan said he has been able to check off a couple of items from his "wish list" for Weyburn-Big Muddy, but he still has some items he would like to see through to reality.

"Still at the top of my list is to get a new hospital for Weyburn. We're still not quite there yet, and I'd like to be able to get a new hospital here. We're getting closer to achieving that, but there's still a bit of work to do."

In the last budget, Weyburn and Prince Albert split \$5 million between them for planning for new health care facilities, which helps Weyburn to advance further, but the city still has not been able to begin building a new hospital.

Duncan said he feels that having a minister in cabinet will help this project go through to fruition.

He considers getting passing lanes on Highway 39 as a partial victory towards his long-term goal to see Highway 6 and 39 twinned from Regina to Estevan, and getting a new health care centre in Radville was another check. This was a goal when he first ran for MLA, and their new facility was opened a few years ago.

Duncan also pointed out that the government helped pay for major upgrades to the City of Weyburn's reservoir and water treatment plant, as well as to the Weyburn Comprehensive School and Southeast College, and is now helping to fund a new elementary school under construction in Weyburn.

He said most residents know that he is in the Weyburn constituency office every Friday, and he makes himself available to hear any problems or concerns constituents might have or want addressed by the government.

"I'm certainly grateful for the support I get at home and with family and friends. This is not something I would want to do without their support,"



### Inclusion Weyburn adds two more yellow collection bins

Inclusion Weyburn has two more yellow collection bins in town, set up at the Co-op Foods parking lot.

These are in addition to the two bins in the Zion Lutheran Church parking lot, which will remain in place. "Inclusion Weyburn is so appreciative of the people of Weyburn and community who have supported us with many donations to the bins," said Jackie Wilson of Inclusion Weyburn.

"It is such a good fundraiser for our organization, as donated items are sold by the pound and that money comes directly to Inclusion Weyburn, where it helps us provide programming for our citizens who have intellectual disabilities," she added.

Inclusion Saskatchewan set up a list of what can and cannot be taken in the bins. The items which can be donated are most anything that can fit on a store shelf, and include clothing and soft items.

These include men's, women's and children's clothes and shoes, accessories like jewelry, purses, wallets, laptop bags, backpacks, mitts, hats, scarves, nylons, socks and underwear, and other soft items like blankets, sheets, towels, pillows and tablecloths.

Media items are also accepted, like CDs, DVDs, records, cassette tapes, VHS, DVD and Blu-Ray players, video game consoles and cartridges, and small household items such as pots, pans, bakeware, kitchen utensils, dishes, cutlery, glassware, small toys, puzzles, games and stuffed animals.

Small appliances can be donated as well, such as coffee makers, toasters, bread makers, blenders, small radios, candles, small picture frames, baskets, ornaments, hand tools and knick-knacks.

The items which are not accepted include TVs, computers, laptops and computer monitors, microwaves, large appliances, encyclopedias, textbooks, magazines, newspapers, bikes and children's riding toys, food, shampoo, soap, perfume and make-up.

They also cannot take empty bottles or jars, yogurt containers or other recyclables, weapons and explosives, hazardous waste, flammable products, construction materials and automobile parts.

If anyone has a question about an item not on this list, call Inclusion Saskatchewan's toll-free number at 1-877-477-2171.

### MP decries PM's lack of ethics in the SNC-Lavalin scandal

By Greg Nikkel

Prime Minister Justin Trudeau has given poor leadership to Canadians, and the report of the Ethics Commissioner only confirms that, said Dr. Robert Kitchen, MP for Souris-Moose Mountain.

He provided comments on the ongoing scandal in the SNC-Lavalin affair, and noted he and his team are gearing up for the federal election, expected to September.

The Ethics Commissioner report "shows Canadians the terrible leadership we have from this present government, and Prime Minister who is the champion of that," said Kitchen.

The commissioner said

in the report, in reference to the former Attorney-General of Canada, "The Prime Minister, directly and through his senior officials, used various means to exert influence over Ms. Wilson-Raybould. The authority of the Prime Minister and his office was used to circumvent, undermine and ultimately attempt to discredit the decision of the Director of Public Prosecutions as well as the authority of Ms. Wilson-Raybould as the Crown's chief law officer."

Conservative leader Andrew Scheer made a request on Monday to the RCMP Commissioner to open an investigation into

Nine in ten Canadian

or daily newspaper

adults read a community

(print/digital) every week.

79% readership of daily news-

papers over the course of a week

- 83% readership of community

- 87% read a daily OR commu-

News Media Canada Médias d'Info Canada

nity newspaper in past week Vividata 2016 Q2 Readership and Product D

newspapers (week, month or

longer ago)

Trudeau's actions, saying in a letter, "I believe I speak for millions of Canadians by requesting that you use all the resources at your disposal to investigate this matter, not only so that justice is done but so that it is seen to be done."

MP Kitchen noted that Trudeau was made aware of the findings of the Ethics Commissioner some time ago, with plenty of time to respond. "His rebe underway some time in sponse has been to say he's not going to apologize to Canadians. He'll apologize for all sorts of things, but not for actions that he takes."

The wrong actions taken by the prime minister and senior officials in his office were also pointed out by Wilson-Raybould when she testified about what happened in regard to SNC-Lavalin, as undue pressure was put on her not to prosecute the construction company.

In saying he would not apologize, Trudeau said his reason is that he was fighting for Canadian jobs as Canadians expect him to be doing.

With the federal election looming, Kitchen said this issue, and that of the economy, are going to be huge as they get underway with the campaign. While Trudeau was worried about jobs related to SNC-Lavalin, the Liberals haven't been so worried about the challenges facing the economy in the agricultural and energy sectors.

Producers are facing challenges to marketing canola and beef, and in regard to energy, there has been no federal support to help the oil industry out as it has been struggling for a long time.

Kitchen pointed out that investment dollars for oil and gas are leaving Canada because of the policies of the Liberal

As one example, he noted there are maybe 20 or 30 active rigs in southeast Saskatchewan. "In North Dakota, they have over 80 rigs going in the same formation as our rigs. Our economy is hurting because of that.'

Another huge challenge is the Liberal plan to shut down coal-fired electrical generating plants, which will have a huge impact on Estevan and Coronach where SaskPower has major power generating plants. The shutdown of those plants will also have a negative impact on surrounding towns and cities, including Weyburn, while the Liberals ignore the environmental benefits of carbon capture and sequestration, which are in use especially at the Boundary Dam in Estevan.

"The trickle-down impact on the community will hit restaurants, grocery stores, supply stores - all of these will feel the impact," said Kitchen.



Weyburn police donate to Humane Society

Representatives of the Weyburn Police Association, Sgt. Hugh Gilchrist and Const. Jake Sonnenberg, presented pet food to the Weyburn Humane Society for use at the animal shelter. Accepting the donation was shelter staff Lisa Webb and Colleen Morrice.

### Closure of Coteau Avenue gas bar

Prairie Sky Co-op in Weyburn announced they will be closing the Coteau Avenue gas bar, which is located next to the food store, effective Friday, Sept. 20.

The gas bar requires major repairs to continue to operate safely and meet Co-op members' expectations into the future. The cost of these repairs, along with the sales volume of this site, led to the decision to close this location. Every effort will be made to retain the gas bar employees and move them to other Co-op locations wherever possible.

Customers are encouraged to use the other C-Store locations in Weyburn, with the Suds City

44 SIMS AVE., WEYBURN

306-842-7444

location at 1794 First Avenue, and the Main Track location at the junction of

Highways 13 and 39. The Co-op also has pump locations in Beaubier, Lang and Milestone that can use a customer's Prairie Sky Co-op membership number to earn equity and cash back. For fuel purchases made in 2018, members received a fiveper-cent allocation.

"Prairie Sky Co-op remains committed to investing in the community and has a long-term plan to invest in our facilities and equipment to best serve our membership," said Kevin Arthur, General Manager of Prairie Sky Co-op. "We'll be sharing more details of these investments in the near future."

### INVITATION FOR OFFERS 7 G.B. ENTERPRISES INC.

7 G.B. Enterprises Inc. ("7 G.B." or the "Company") was a residential property development company incorporated to complete a development known as Douglas Heights in Weyburn, Saskatchewan.

Deloitte Restructuring Inc., in its capacity as Receiver of the Company, invites offers to purchase the Receiver's right, title and interest, if any, in the assets of the Company which include an approximate 15.4 acre parcel of land, subdivided into fifty (50) residential land parcels, forty-eight (48) of which range in size from 0.13 acres to 0.19 acres, one (1) parcel of 0.95 acres, and one (1) parcel of 3.64 acres.

All offers must be sealed and marked "OFFER - 7 G.B." and be delivered or mailed, postage prepaid, to Deloitte Restructuring Inc. at 360 Main Street, Suite 2300, Winnipeg, MB R3C 3Z3 to be received no later than 5:00 p.m. CDT on Friday, September 27, 2019. Every offer submitted shall be in the form of the Offer to Purchase prescribed in the Sales and Information Package. The highest or any offer will not necessary be accepted.

To obtain a copy of the Sales and Information Package and/or to arrange an appointment to view the assets, please contact John R. Fritz at (204) 944-3586 or (jofritz@deloitte.ca).

Deloitte.





### Exhibit D – Fees and Disbursements of the Receiver

### 7 G.B. ENTERPRISES INC.

### SUMMARY OF RECEIVER FEES AND DISBURSEMENTS

Date	Invoice #	Fees	Dist	ursements	GST	Total	Hours
17-Oct-19	8000821427	\$ 38,345	\$	3,243	\$ 2,079	\$ 43,668	102.8
23-Jan-20	8000973075	15,700		-	785	16,485	39.4
Total		\$ 54,045	\$	3,243	\$ 2,864	\$ 60,153	142.2

### Deloitte.

ATTN: Gordon Fry Royal Bank of Canada 1790 Hamilton Street Regina SK S4P 2B2 Canada

#### For professional services rendered

#### Fees

In accordance with the Court Appointed Receivership proceedings of 7 G.B. Enterprises Inc. for the period July 15, 2019 to October 11, 2019:

B. Warga - Partner (33.6 hrs): \$16,800.00 R. Adlington - Partner (1.0 hrs): \$500.00 J. Fritz - Senior Manager (34.0 hrs): \$12,750.00 T. Dew - Senior Associate (30.5 hrs): \$7,625.00 S. Tahir - Associate (3.0 hrs): \$600.00 A. Keene - Technician (0.7 hrs): \$70.00 Total (102.8 hrs): \$38,345.00

Expense

Insurance: \$2,808.75 Mail Redirection: \$320.00

Travel: \$114.40 Total: \$3,243.15

Sales Tax

Invoice 8000821427

**Deloitte Restructuring Inc.** 

360 Main St Suite 2300 Winnipeg MB R3C 3Z3

Tel: (204) 942-0051 Fax: (204) 947-9390 www.deloitte.ca

Date: October 17, 2019
Client No.: 1136959
WBS#: ROY00355
Engagement Partner: Brent Warga

GST Registration: 122893605RT0001

GST applicable 38,345.00

GST applicable 3,243.15

GST at 5.00% 2,079.41

Total Amount Due (CAD) 43,667.56

#### 7 G.B. ENTERPRISES INC. RECEIVERSHIP TIME SUMMARY INVOICE NO: 8000821427

Date Name	Hours	Total	Description
7/15/2019 Warga, Brent	3.2		Review of materials provided by RBC re: 7 G.B. Enterprises; drafting notice and statement of the Receiver.
7/16/2019 Dew, Todd	0.5		Review file materials.
7/16/2019 Tahir, Shadab	3.0		Travel time to and from Weyburn, SK and time on site.
7/16/2019 Fritz, John	0.5		Review of documents and initial email to Management; commentary to same.
7/16/2019 Warga, Brent	2.9	1,450.00	Drafting website materials; logistic details for site attendance; call with Gurmej; various e-mail correspondence re:
			file matters.
7/17/2019 Keene, Ashley	0.5		Website creation.
7/17/2019 Dew, Todd	2.0		Emails and phone calls to City of Weyburn; trust accounting; file review.
7/18/2019 Dew, Todd	1.5	375.00	Contact City of Weyburn re: Receivership appointment; phone and email former engineer on the project.
7/19/2019 Dew, Todd	1.5	375.00	Create interested parties list for potential sale of the assets.
7/22/2019 Warga, Brent	0.8	400.00	Call with former realtor; updates to Notice and Statement of Receiver; e-mail correspondence with Gurmej.
7/23/2019 Dew, Todd	3.0	750.00	Prepare Notice and Statement of the Receiver; cover letter and mailing to creditors.
7/23/2019 Fritz, John	1.6	600.00	Review of Court Order, Notice and Statement of the Receiver, PPSR searches, land titles, and demand for notice;
			direction to T. Dew.
7/23/2019 Warga, Brent	1.3	650.00	E-mail correspondence with RBC; review of Notice and Statement of the Receiver; review of various e-mail
			correspondence; call to Gurmej.
7/23/2019 Adlington, Ryan	0.5	250.00	QAR Notice and Statement of the Receiver.
7/24/2019 Fritz, John	2.0	750.00	Statutory notice revisions; finalization and distribution of same; review of property and preliminary information for
			Sales and Information Package disclosure.
7/24/2019 Warga, Brent	1.0	500.00	Discussion with J. Fritz re: Notice and Statement of the Receiver and sales process/package.
7/26/2019 Keene, Ashley	0.2	20.00	Website updates.
7/26/2019 Fritz, John	0.7		Website updates; direction to D. Braun re: sales document information compilation.
7/26/2019 Warga, Brent	0.5		Review of land parcels; preparation of preliminary summary schedules.
7/30/2019 Warga, Brent	0.2		E-mail correspondence with Gurmej.
8/1/2019 Warga, Brent	1.3		Updates to Sales and Information Package.
8/6/2019 Warga, Brent	0.5		Calls with the City of Weyburn re: site clean up.
8/7/2019 Dew, Todd	1.5		Discussion with B. Warga re: site conditions; review emails; telephone calls to/from and emails to/from landscapers
	1.0	2,2.00	re: quotes for cutting grass and weeds.
8/7/2019 Warga, Brent	3.7	1.850.00	Drafting of Sales and Information Package; review of materials from City of Weyburn re: site clean up.
8/8/2019 Warga, Brent	2.8		Drafting of Sales and Information Package; review of e-mail correspondence and materials from Gurmej; e-mail
6/6/2019 Warga, Brent	2.0	1,100.00	correspondence with Gurmej.
8/9/2019 Dew, Todd	1.0	250.00	Draft letters; email and fax to financial institutions re: bank accounts; various email correspondence.
8/9/2019 Warga, Brent	1.8		Updates to Sales and Information Package; various e-mail correspondence with Clifton Associates.
8/13/2019 Warga, Brent 8/13/2019 Fritz, John	4.0		Review and edits to Sales and Information Package; provision for internal review; insurance documentation and
8/13/2019 FIRZ, JOHN	4.0	1,300.00	correspondence for FC&A quote.
8/14/2019 Fritz, John	0.7	262.50	Tax return review; provision of draft Sales and Information Package to J. Lee, P. Olfert, and G. Fry.
8/14/2019 Adlington, Ryan	0.7		QAR Sales and Information Package.
8/15/2019 Fritz, John	4.3		
8/13/2019 Fritz, John	4.3	1,012.30	Insurance call; correspondence with G. Fry and J. Lee re: SIP; drafting and distribution of SIP; ad for proof and
			quote; review of City of Weyburn's documents; call with M. Warren from City of Weyburn re: process, contacts,
9/15/2010 Warra Drant	0.5	250.00	zoning, etc.; interested party calls.
8/15/2019 Warga, Brent			Review of advertisements; review of sales package edits from MLT.  Court service items with P. Olfert; finalizing insurance coverage; revisions to Sales and Information Package ("SIP");
8/16/2019 Fritz, John	3.3	1,237.30	
0/10/2010 D	0.4	100.00	arranging advertising of SIP.
8/19/2019 Dew, Todd	0.4		Review sale package.
8/19/2019 Fritz, John	1.7	637.50	Calls to target parties for Sales and Information Package; correspondence re: newspaper advertisements and
0/10/2010 W	0.0	400.00	revisions.
8/19/2019 Warga, Brent	0.8		Correspondence with RBC re: borrowing certificate; discussions with J. Fritz re: sales package.
8/20/2019 Dew, Todd	2.0		Phone calls to interested parties for sale of land development.
8/20/2019 Fritz, John	0.3		Phone calls with interested parties.
8/21/2019 Fritz, John	0.2		Direction to T. Dew.
8/22/2019 Dew, Todd	1.0		Add interested parties to list for sale of land development; discussion with contractor re: grass cutting.
8/22/2019 Fritz, John	0.2		Direction to T. Dew re: calls, etc.
8/23/2019 Dew, Todd	3.0		Contact interested parties for sales package.
8/23/2019 Fritz, John	4.5		Review and edits to SIP; finalize for distribution.
8/23/2019 Warga, Brent	0.7		Review of final edits to Sales Package.
8/26/2019 Dew, Todd	0.5		Send out sale packages to interested parties.
8/26/2019 Fritz, John	0.3		Asset sale correspondence; direction to T. Dew.
8/27/2019 Dew, Todd	2.0	500.00	Telephone calls and emails to contractors re: grass cutting quotes; telephone call to City of Weyburn re: on site work;
			various e-mail correspondence.
8/27/2019 Fritz, John	0.4	150.00	Tax request items; correspondence to Management and former Accountant re: invoice copies; direction to T. Dew.
8/29/2019 Fritz, John	0.2		Correspondence with former accountant re: documentation for GST audit.
8/30/2019 Dew, Todd	3.0	750.00	Calls and emails to interested parties re: Sales and Information Package; emails City of Weyburn; telephone calls to
			City of Weyburn and Clifton & Associates.
8/30/2019 Fritz, John	0.4	150.00	Direction to T. Dew; various items with the City of Weyburn.
9/3/2019 Dew, Todd	0.4	100.00	Telephone calls; internal discussions re: property with J. Fritz.
9/3/2019 Warga, Brent	0.4	200.00	Call with renter living in one of the residences; various file matters.
9/4/2019 Dew, Todd	0.5	125.00	Emails and phone calls re: property maintenance.
9/5/2019 Dew, Todd	1.0		Communications to interested parties re sales package.
9/5/2019 Fritz, John	0.7		Call with former accountant re: GST invoice support; correspondence to Management re: records and GST audit
•			documentation.
9/6/2019 Dew, Todd	0.5	125.00	Telephone discussion with City of Weyburn re: repair work; trust accounting.
9/9/2019 Dew, Todd	2.0		Call interested parties re: sales package.
9/12/2019 Fritz, John	0.8		Call and correspondence with CRA re: GST audit.
9/20/2019 Dew, Todd	1.0		Emails and telephone calls to City of Weyburn re: site issues.
9/23/2019 Dew, Todd	1.0		Phone calls and emails surrounding repair work required on site.
9/23/2019 Fritz, John	1.5		Interested party correspondence; compilation of information for First Report.
11111, 001111		202.50	,,,,

#### 7 G.B. ENTERPRISES INC. RECEIVERSHIP TIME SUMMARY INVOICE NO: 8000821427

Date	Name	Hours	Total	Description
9/23/2019 W	arga, Brent	2.7	1,350.00	Drafting of First Report.
9/25/2019 De	ew, Todd	0.4	100.00	Trust accounting; review of various e-mails
9/25/2019 Fr	itz, John	0.5	187.50	Site remediation correspondence; update to B. Warga.
9/25/2019 W	arga, Brent	3.5	1,750.00	Drafting of First Report and Confidential Supplement; calls with Clifton re: exposed underground services.
9/27/2019 De	ew, Todd	0.4	100.00	Summary of offers.
9/30/2019 Fr	itz, John	0.8	300.00	Correspondence to RBC; summary of SIP results.
9/30/2019 W	arga, Brent	1.2	600.00	E-mail correspondence to G. Fry re: sales process.
10/1/2019 Fr	itz, John	2.5	937.50	Douglas Heights Development calls and various e-mail correspondence.
10/1/2019 W	arga, Brent	2.3	1,150.00	E-mail correspondence with G. Fry; calls with interested parties re: Douglas Heights interest.
10/2/2019 Fr	itz, John	1.5	562.50	Calls with potential purchasers; call with Counsel.
10/2/2019 W	arga, Brent	1.2	600.00	Call with G. Gurwinder (second secured creditor); call with I. Sutherland.
10/3/2019 Fr	itz, John	0.4	150.00	Correspondence with interested parties.
10/3/2019 W	arga, Brent	0.3	150.00	Call with RBC re: interested parties.
10/10/2019 De	ew, Todd	0.2	50.00	Trust accounting.
10/11/2019 De	ew, Todd	0.2	50.00	Trust accounting.
Total		102.8	\$ 38,345.00	_

### Deloitte.

ATTN: Gordon Fry Royal Bank of Canada 1790 Hamilton Street Regina SK S4P 2B2 Canada

#### For professional services rendered

#### Fees

In accordance with the Court Appointed Receivership proceedings of 7 G.B. Enterprises Inc. for the period October 12, 2019 to January 21, 2020:

B. Warga - Partner (20.8 hrs): 10,400.00 J. Fritz - Senior Manager (5.2 hrs): 1,950.00 T. Dew - Senior Associate (13.4 hrs): 3,350.00 Total (39.4 hrs): 15,700.00

### Invoice 8000973075

Deloitte Restructuring Inc. 360 Main St Suite 2300 Winnipeg MB R3C 3Z3

Tel: (204) 942-0051 Fax: (204) 947-9390 www.deloitte.ca

Date: January 23, 2020 Client No.: 1136959 WBS#: ROY00355 Engagement Partner: Brent Warga

GST Registration: 133245290RT0001

GST applicable 15,700.00

**Sales Tax** 

GST at 5.00% 785.00

Total Amount Due (CAD) 16,485.00

#### 7 G.B. ENTERPRISES INC. RECEIVERSHIP TIME SUMMARY INVOICE NO: 8000973075

ъ.		***	TC	D 44
Date	Name	Hours	Total	Description  The beautiful of CCT Autities CDA
10/16/2019		1.5		Telephone calls and emails for GST Audit by CRA.
10/16/2019		0.6		Calls and correspondence with interested parties.
	Warga, Brent	0.5		Review of e-mail correspondence to G. Gurwinder; discussions with J. Fritz re: file matters.
	Warga, Brent	0.7		Call with G. Fry; call with K. Anderson; review of e-mail correspondence.
10/18/2019		1.0		Emails and calls with respect to GST refund and repair work.
	Warga, Brent	0.3		Call with K. Anderson.
	Warga, Brent	0.6		Calls and e-mail correspondence with K. Anderson.
10/24/2019	Dew, Todd	0.8		Trust accounting; open Receiver GST account.
10/24/2019	Warga, Brent	0.5	250.00	Update e-mail to RBC; e-mail correspondence with K. Anderson.
10/28/2019	Dew, Todd	1.2	300.00	Emails, faxes, and telephone calls with CRA re: GST audit.
10/29/2019	Fritz, John	0.3	112.50	Calls and correspondence with interested parties.
10/30/2019	Dew, Todd	0.4	100.00	Emails, faxes, and telephone calls with CRA re: GST audit.
10/31/2019	Dew, Todd	1.0	250.00	Emails, faxes, and telephone calls with CRA re: GST audit; discussions with J. Fritz re: CRA GST audit.
11/4/2019	Dew, Todd	1.5	375.00	Email to accountant requesting 2018 Corporate Income Tax return and backup; review of same; discussions with J. Fritz re: GST audit.
11/4/2019	Fritz, John	0.3	112.50	Direction to T. Dew re: GST refund.
	Warga, Brent	1.2		E-mail correspondence with K. Anderson; call with Clifton re: site remediation; review of Clifton correspondence.
11/6/2019	Fritz, John	1.8	675.00	Site remediation contract review; edits and correspondence with engineer and legal counsel.
	Warga, Brent	1.1		Review of various e-mail correspondence; calls and email correspondence with Clifton re: agreement.
	Dew, Todd	1.5		Emails, calls, and faxes with TD Canada Trust and CIBC re: closed bank account statements and cancelled cheques;
11///2019	20m, 10uu	1.3	373.00	letter to CRA re: GST audit.
11/7/2019	Fritz John	0.3	112 50	Correspondence from legal counsel; incorporation of edits into contract with engineer re: site remediation.
	Warga, Brent	0.3		Call with I. Sutherland re: Clifton agreement and general file update.
11/8/2019		0.4		Correspondence with engineer; correspondence with interested parties; call with primary secured creditor.
	Warga, Brent	0.7		Review of offer; call with RBC; all with interested parties.
		1.0		Email review; discussions with J. Fritz and call with CRA re: GST audit.
11/12/2019				
11/12/2019		0.1		Interested parties correspondence/calls.
11/15/2019		0.3		Amend letter to CRA; fax GST reassessment letter and backup to CRA.
11/18/2019		0.3		Correspondence to interested parties; review correspondence to secured creditor.
	Warga, Brent	0.5		E-mail correspondence with RBC; email correspondence to interested parties.
11/21/2019		0.2		Direction to T. Dew re: GST refunds.
	Warga, Brent	0.3		Review of e-mail correspondence.
11/26/2019	Fritz, John	0.2	75.00	Enquiry to City of Weyburn re: interested parties information request; call to interested parties counsel re: same.
11/26/2019	Warga, Brent	0.3	150.00	Discussions with J. Fritz re: City of Weyburn communications.
11/27/2019	Warga, Brent	0.6		Call with Robertson Stromberg; review of e-mail correspondence from Clifton and the City of Weyburn.
11/29/2019	-	0.2		Review and scan internal documents to J. Fritz.
	Warga, Brent	0.3		Review of e-mail correspondence.
	Warga, Brent	0.4		E-mail correspondence with G. Fry; call to I. Sutherland.
	Warga, Brent	1.1		Call with I. Sutherland; call with K. Anderson; e-mail correspondence with purchaser and with RBC.
	Dew, Todd	0.8		Review GST Notice of Assessment; call to CRA; filing of 2019 GST return.
	Warga, Brent	1.2		Drafting of First Report.
	Warga, Brent	1.0		Review of Asset Purchase Agreement.
	Dew, Todd	0.2		Trust accounting.
	Warga, Brent	2.3		Drafting of First Report.
	Warga, Brent	0.7		Call with McDougall Gauley re: closing; review of property tax liabilities.
12/18/2019 12/18/2019	Warga, Brent	1.0 3.1		Trust accounting; courier letter and payment to City of Weyburn; email review.  Drafting of Confidential Report; calls with the City of Weyburn; e-mail correspondence with McDougall Gauley.
12/24/2019	Warga, Brent	0.3	150.00	E-mail correspondence with RBC re: file matters.
1/2/2020	Warga, Brent	0.3	150.00	E-mail correspondence with I. Sutherland and RBC.
1/8/2020	Dew, Todd	0.2	50.00	Trust accounting.
	Warga, Brent	0.5		E-mail correspondence with legal counsel re: closing.
	Dew, Todd	0.3		GST returns.
	Warga, Brent	0.4		Execution of APA; correspondence with legal counsel.
	Dew, Todd	0.5		S. 246(2) OSB reporting.
	Warga, Brent	0.3		Calls with realtor re: interest in the land.
	. ,			E-mail correspondence to/from legal counsel re: closing.
1/14/2020	Warga, Brent	().1		
1/14/2020 1/16/2020	Warga, Brent	0.1		E-mail correspondence with RBC and legal counsel
1/14/2020 1/16/2020 1/17/2020	Warga, Brent	0.4	200.00	E-mail correspondence with RBC and legal counsel.  Review of 246(2) Report and R&D: finalize for OA
1/14/2020 1/16/2020 1/17/2020 1/20/2020	Warga, Brent Fritz, John	0.4 0.4	200.00 150.00	Review of 246(2) Report and R&D finalize for QA.
1/14/2020 1/16/2020 1/17/2020 1/20/2020 1/20/2020	Warga, Brent Fritz, John Warga, Brent	0.4 0.4 0.5	200.00 150.00 250.00	Review of 246(2) Report and R&D finalize for QA. E-mail correspondence with legal counsel.
1/14/2020 1/16/2020 1/17/2020 1/20/2020 1/20/2020 1/21/2020	Warga, Brent Fritz, John Warga, Brent Fritz, John	0.4 0.4 0.5 0.3	200.00 150.00 250.00 112.50	Review of 246(2) Report and R&D finalize for QA. E-mail correspondence with legal counsel. Finalize 246(3) report for distribution.
1/14/2020 1/16/2020 1/17/2020 1/20/2020 1/20/2020 1/21/2020	Warga, Brent Fritz, John Warga, Brent	0.4 0.4 0.5 0.3 0.3	200.00 150.00 250.00 112.50	Review of 246(2) Report and R&D finalize for QA. E-mail correspondence with legal counsel.

### Exhibit E – Fees and Disbursements of the Receiver's Legal Counsel

#### 7 G.B. ENTERPRISES INC.

### SUMMARY OF LEGAL FEES AND DISBURSEMENTS MCDOUGALL GAULEY LLP

Date	Invoice #	Fees	Disb	ursements	GST	PST	Total	Hours
21-Feb-20	621961	\$ 32,627	\$	1,474	\$ 1,705	\$ 1,958	\$ 37,763	75.9
Total		\$ 32,627	\$	1,474	\$ 1,705	\$ 1,958	\$ 37,763	75.9

### IN ACCOUNT WITH



### barristers and solicitors (306) 653-1212 500 - 616 Main Street Saskatoon, Saskatchewan S7H 0J6

Brent Warga Deloitte Restructuring Inc. 360 Main Street, Suite 2300 Winnipeg, MB Canada R3C 3Z3 Date: February 21, 2020 Invoice No.: 621961 File Number: 549268.9/IAS

GST 890275415 PST 1887298

#### RE: 7 G.B. Enterprises Inc.

### FOR PROFESSIONAL SERVICES RENDERED IN CONNECTION WITH:

DATE	DESCRIPTION
15/08/19	Correspondence from Warga
15/08/19	Correspondence to Warga
15/08/19	Telephone attendance on Warga
19/08/19	Review of sales and information package
21/08/19	Review Receiver's Proposed Information and Sales Package
21/08/19	Correspondence to Fritz
21/08/19	To review and revise draft SIP materials
21/08/19	To receipt of email from Fritz
02/10/19	Correspondence to Warga
02/10/19	Review of file re: sales process issues
02/10/19	Telephone attendance on Warga and Frith
02/10/19	Telephone attendance on Warga
02/10/19	Telephone attendance on Warga
02/10/19	To receipt of email from Warga
02/10/19	To receipt of email from Warga
07/11/19	To: emails from and to I. Sutherland; review engineer's contract; consideration of legal issues, re:
	revisions to contract
07/11/19	Correspondence from Fritz
07/11/19	Correspondence to Fritz re: suggested edits to contract
07/11/19	Correspondence to Fritz
07/11/19	Review of engineering contract
03/12/19	Correspondence to Warga
03/12/19	Correspondence to Anderson
03/12/19	Review of offer to purchase
03/12/19	Telephone attendance on Warga re: APA preparation
03/12/19	To receipt of email from Warga
03/12/19	To receipt of email from Anderson
05/12/19	Consideration of purchase and sale issues
05/12/19	Document preparation: draft and revise purchase and sale agreement
05/12/19	Email to B. Warga, re: draft offer
05/12/19	Review title prints, re: target properties
05/12/19	Correspondence to Anderson and Ponath
05/12/19	To receipt of email from Warga re: relief sought
05/12/19	To receipt of email from Anderson - lawyer for purchaser
06/12/19	To considering required materials for court application confirming sale

DATE	DESCRIPTION
06/12/19	Review and consideration of steps required on application of receiver
06/12/19	Correspondence to Anderson
06/12/19	To review and revise draft materials
06/12/19	To review and revise draft agreement
06/12/19	To receipt of email from Warga
08/12/19	Correspondence to Warga re: forwarding
08/12/19	Correspondence to Warga re: timing of application for SAVO
08/12/19	Correspondence to Warga
08/12/19	Correspondence to Warga
08/12/19	To receipt of email from Warga
08/12/19	To receipt of email from Warga
08/12/19	To receipt of email from Warga
09/12/19	Telephone attendance on Metivier re: court time
09/12/19	Telephone attendance on Metivier re: court time  Telephone attendance on Metivier re: court time
10/12/19	Correspondence to Warga
10/12/19	Correspondence to Warga
10/12/19	Correspondence to Olfert
10/12/19	Review of security file
10/12/19	To receipt of eail from Warga re: independent security review
10/12/19	To receipt of email from Olfert
10/12/19	To receipt of email from Olfert
11/12/19	Review file (correspondence, sales and info package, receivership order and titles)
12/12/19	Review of offer to purchase
12/12/19	Review of orier to parenase  Review of sales and information packages
17/12/19	Consideration of legal issues, re: tax arrears and permitted encumbrances; wording of SAVO, re:
17/12/19	tax arrears
17/12/19	Email from K. Anderson, draft purchase agreement
17/12/19	Email from J. Ponath, re: prior encumbrances
17/12/19	Email from B. Warga, re: outstanding property taxes
17/12/19	Email to K. Anderson
17/12/19	Email from and to K. Anderson re: status
17/12/19	Email from and to K. Anderson le. status  Email from and to I. Sutherland
17/12/19	Email to B. Warga re: property taxes
17/12/19	Email to J. Ponath re: update to offer
17/12/19	To obtain tax search
17/12/19	Telephone attendance on B. Warga
17/12/19	Correspondence to Warga re: timing of execution of sale agreement
17/12/19	Correspondence to Anderson
17/12/19	To consider issues re: property taxes/adjustment
17/12/19	To receipt of email from Warga
17/12/19	To receipt of email from Anderson
17/12/19	To receipt of email from Warga
18/12/19	Consideration of property tax issue
18/12/19	Email from and to B. Warga regarding property tax
18/12/19	Email from and to B. Warga regarding property tax adjustment and closing
18/12/19	To attend on file; verify property tax due date and arrears
19/12/19	Email from J. Ponath
24/12/19	Document preparation: draft and revise purchase agreement (tax adjustments)
24/12/19	Email from and to B. Warga, re: status
24/12/19	Email from B. Warga, re: revision to purchase agreement
24/12/19	Email to J. Ponath, re: revised purchase agreement
24/12/19	To receipt of email from Warga
02/01/20	Email from J. Ponath re: status
02/01/20	Emails from B. Warga and I. Sutherland re: file update
02/01/20	Correspondence to Warga re: status of agreement
02/01/20	To receipt of email from Warga
02/01/20	To recorpt of email from that gu

DATE. DESCRIPTION Consideration of template Order, template Order notes, precedent materials; Consideration of draft Order, all'idavit perusing documents of consideration of draft Order, all'idavit perusing documents of the variety of the consideration of draft Order, all'idavit perusing documents of the variety of the		
Consideration of draft Order, affidavit Perusing documents To reviewing affidavit of Gordon Fry and making outline of RBC's security Proposed the letter agreement and all 6 renewals thereto, as well as the irrevocable letter of credit and collateral mortgage Proposed the letter agreement and all 6 renewals thereto, as well as the irrevocable letter of credit and collateral mortgage Proposed to the letter agreement and all 6 renewals thereto, as well as the irrevocable letter of credit and collateral mortgage Proposed to the letter agreement and all 6 renewals thereto, as well as the irrevocable letter of credit and collateral mortgage Proposed to the letter agreement of the letter of credit and collateral mortgage Proposed to the letter and collateral mortgage and purchase agreement Consideration of legal issues re: schedule of lands to asset purchase greement Broadly 120 Broadly 120 Broadly 120 Broadly 120 Broadly 120 Broadly 121 Broadly 121 Broadly 122 Broadly 122 Broadly 123 Broadly 124 Broadly 124 Broadly 125 Broadly 126 Broadly 126 Broadly 127 Broadly 127 Broadly 127 Broadly 127 Broadly 127 Broadly 128 Broadly 129 Broadly 1	DATE	DESCRIPTION
December	04/01/20	
1001/20	0.5/04/00	
Review letter agreement and all 6 renewals thereto, as well as the irrevocable letter of credit and collateral mortgage   Review and consideration of Sale and Purchase Agreement; Prepare drat Vesting Order		
collateral mortgage  Review and consideration of Sale and Purchase Agreement; Prepare drat Vesting Order  Consideration of legal issues re: schedule of lands to asset purchase agreement  Robit Consideration of legal issues re: court application and closing of asset purchase transaction  8001/20		·
07-01/20   Review and consideration of Sale and Purchase Agreement; Prepare drat Vesting Order   08/01/20   Consideration of legal issues re: schedule of lands to asset purchase agreement   08/01/20   Consideration of timing/closing issues re: court application and closing of asset purchase transaction   08/01/20   Email to and from B. Warga re: closing date request from Purchaser   08/01/20   Email to and from B. Warga re: adjustments for property taxes   08/01/20   Email to and from B. Warga re: adjustments for property taxes   08/01/20   Email to and from B. Warga re: adjustments   08/01/20   Review if sof target land; Schedule A to Asset Purchase Agreement   08/01/20   Review draft purchase agreement   08/01/20   To review and revise asset purchase agreement; prepare clean and redlined copies of asset purchase agreement   08/01/20   Document preparation prepare security review   08/01/20   Document preparation prepare security review   08/01/20   Review the general security agreement, the guarantees and postponements   08/01/20   Prepare draft Order; Prepare table of land titles   08/01/20   Prepare draft Vesting and Discharge Order; Review list of land titles to be included in draft Order;   08/01/20   Review and consideration of scope of Order, sealing order; Consideration of closing date and implications to APA   08/01/20   Prepare Traft Notice of Application, Affidavit to seal Confidential Receiver's Report; Review and revise materials   08/01/20   Email from and to B. Warga regarding status   08/01/20   Email from and to B. Warga regarding status   08/01/20   Email from and to B. Warga regarding status   08/01/20   Email from and to B. Warga regarding Asset Purchase Agreement   08/01/20   To review in materials   08/01/20   To review and revise draft security opinion   08/01/20   To review and revise draft security opinion   08/01/20   To review and revise draft security opinion   08/01/20   To	07/01/20	
08/01/20 Consideration of legal issues re: schedule of lands to asset purchase agreement 08/01/20 Email from J. Ponath 08/01/20 Email to and from B. Warga re: closing date request from Purchaser 08/01/20 Email to and from B. Warga re: adjustments for property taxes 08/01/20 Email to and from B. Warga re: adjustments for property taxes 08/01/20 Email to and from B. Warga re: adjustments for property taxes 08/01/20 Review draft purchase agreement re: adjustments 08/01/20 Review draft purchase agreement re: adjustments 08/01/20 Review list of target land; Schedule A to Asset Purchase Agreement 08/01/20 Document preparation prepare security review 08/01/20 Review the general security agreement, the guarantees and postponements 08/01/20 Prepare draft Order: Prepare table of land titles 08/01/20 Prepare draft Order: Prepare table of land titles 08/01/20 Prepare draft Order: Prepare table of land titles 08/01/20 Prepare draft Vesting and Discharge Order; Review list of land titles to be included in draft Order; 08/01/20 Review oconsepondence re: timing of application 08/01/20 Review and consideration of scope of Order, sealing order; Consideration of closing date and implications to APA 10/01/20 Email from and to B. Warga regarding status 15/01/20 Email from and to B. Warga regarding status 15/01/20 Email from and to B. Warga regarding correspondence from purchaser's counsel 15/01/20 Email from and to B. Warga regarding correspondence from purchaser's counsel 15/01/20 Email from and to B. Warga regarding correspondence from purchaser's counsel 15/01/20 Email from and to B. Warga regarding correspondence from purchaser's counsel 15/01/20 Email from and to B. Warga regarding correspondence from purchaser's counsel 15/01/20 To reviewing motice of application, affidavit and draft order 16/01/20 Email from draft excurity report 17 or review and revise draft security report 18 mail from and to B. Warga 18 mail from B. Warga 18 mail from B. Warga 18 mail from B. Warga 19 mail from B. Warga 19 mail from B. Warga 19 mail from	0=1041=0	
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DATE	DESCRIPTION
23/01/20	Telephone attendance on Warga re: security opinion/need to review G.S.A.
24/01/20	To review and revise draft Security Opinion
24/01/20	Email with counsel for purchaser re: general security agreement.
27/01/20	Review revised Security Opinion
27/01/20	Email Local Registrar re: court time availability
27/01/20	Review General security agreement between 7 G.B. Enterprises Inc. and 0756369 B.C. Ltd.
27/01/20	Review and revise security opinion
27/01/20	To review and revise draft materials
28/01/20	Review and revise draft sale approval and vesting order
28/01/20	Correspondence to Warga re: draft materials/timing of report
28/01/20	To review and revise draft Application
28/01/20	To review and revise draft Affidavit
28/01/20	To review and revise draft Order
29/01/20	Review draft Notice of Application, draft Affidavit of Richards and draft Sale Approval,
25,01,20	Distribution and Vesting Order
29/01/20	Correspondence to Warga
30/01/20	Correspondence to Warga
30/01/20	Correspondence to Registrar - Court House
30/01/20	To review and revise security opinion
30/01/20	Telephone attendance on Warga
30/01/20	Telephone attendance on Warga
30/01/20	To receipt of email from Warga re: opinion
30/01/20	To receipt of email from Registrar - Court House
30/01/20	To receipt of email from Registrar - Court House
31/01/20	To consider scope of security opinon review - enforceability of security against trustee
31/01/20	Consideration of security position of RBC as against the Trustee in Bankruptcy
31/01/20	Correspondence re: scope of security opinion
31/01/20	Review and revise Notice of Application, Draft Order, Affidavit to seal application; Prepare
	drafting notes for review by Receiver (Deloitte)
02/02/20	Document preparation prepare first draft of brief of law
02/02/20	Review First Report of the Receiver and Confidential Report of the Receiver
03/02/20	To review and revise draft materials
04/02/20	Review and revise second draft of brief
04/02/20	Review and revise third draft of brief
04/02/20	Correspondence to Registrar - Court House
04/02/20	Correspondence to Warga
05/02/20	To receipt of email from Warga
06/02/20	Receive and review Receiver's Reports; Amend Notice of Application and Draft Order re: draft
	Receiver's Reports; Prepare note to file re: outstanding questions and comments on draft materials
06/02/20	To review and revise draft materials
07/02/20	Correspondence to Metiver
07/02/20	To receipt of email from Warga
10/02/20	Correspondence to Metivier
10/02/20	To receipt of email from Metivier
10/02/20	To receipt of email from Metivier
11/02/20	To receipt of email from Warga
13/02/20	Email from client re: court dates
13/02/20	To receipt of email from Warga
18/02/20	Consideration of revisions to security opinion
18/02/20	Email Local Registrar re: court time availability
18/02/20	Email from registrar re: court time
18/02/20	Correspondence from Metivier
18/02/20	Correspondence to Metivier
18/02/20	Correspondence to Warga
18/02/20	To receipt of email from Warga

TOTAL FEES: \$32,626.50

#### DISBURSEMENTS AND OTHER CHARGES:

LTO - Access/Output Fees* Saskatoon Title	616.00
Search	
Document Copying*	224.35
Long Distance*	4.40
PPR Search*(Saskatoon)	27.00
LTO - Searches*	588.00
Corporate Registry(Saskatoon)*	6.00
LTO - Judgement Registry Searches/Detail*	8.00
SASKATOON	

TOTAL DISBURSEMENTS:

\$1,473.75

\*GST applicable

 GST @ 5.00% on fees and taxable disbursements:
 1,705.02

 PST @ 6.00% on fees:
 1,957.59

 TOTAL FEES, DISBURSEMENTS & TAXES:
 \$37,762.86

IAS/SKB E&OE

Exhibit F – Statement of Receipts and Disbursements for the period July 16, 2019 to February 21, 2019

### 7 G.B. ENTERPRISES INC. STATEMENT OF RECEIPTS AND DISBURSEMENTS

for the period of July 16, 2019 to February 21, 2020

	I	Amount
Receipts		
GST refund	\$	22,036
Insurance refund		26
Interest		369
Receiver's borrowings		100,000
Sale of Property - Deposit		314,263
Total Receipts		436,695
Disbursements		
Advertising		1,597
Filing fees		70
GST paid on disbursements		959
GST paid on Receiver fees		2,708
Insurance		2,809
Mail redirection		320
Property taxes		38,512
Receiver fees and disbursements		54,045
Repairs and maintenance		14,458
Travel		114
Total Disbursements		115,592
Excess of Receipts over Disbursements - Funds Held in Trust as at February 21,	, 2020 \$	321,103