

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

COURT OF QUEEN'S BENCH FOR SASKATCHEWAN

JUDICIAL CENTRE SASKATOON

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

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

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

SALE APPROVAL VESTING & DISTRIBUTION ORDER

Before the Honourable Mr. Justice N.G. Gabrielson in Chambers the 9th day of January, 2019.

On the application of Jeffrey M. Lee, Q.C. and Paul Olfert, counsel on behalf of the Applicants, Copper Sands Lands Corp. ("**CSLC**"), Willow Rush Development Corp., Midtdal Developments & Investments Corp., Prairie Country Homes Ltd., JJL Developments & Investments Corp., and MDI Utility Corp., and upon hearing from Jeffrey M. Lee, Q.C., counsel on behalf of the Applicants, and all other counsel present, and upon reading the Amended Notice of Application dated November 30, 2018, the Confidential Affidavit of Zachery Wong sworn on October 18, 2018 (the "**Confidential Wong Affidavit**"), the Supplement to the Fourth Report of the Monitor dated October 19, 2019, the Confidential Supplement to the Fourth Report of the Monitor dated October 19, 2018, the Confidential Affidavit of Jaimey Midtdal sworn November 30, 2018 (the "**Confidential Midtdal Affidavit**"), the Fifth Report of the Monitor dated December 5, 2018, the Confidential Supplement to the Fifth Report of the Monitor dated December 5, 2018 the Sixth Report of the Monitor dated January 7, 2019, the Confidential Supplement to the Sixth Report of the Monitor dated January 7, 2019, the Confidential Affidavit of Zachery Wong sworn January 7, 2019, proof of compliance with General Application Practice Directive #3, and a proposed draft Order, all filed; and the pleadings and proceedings herein:

The Court orders:

1. Service of the Notice of Application on behalf of the applicants and the materials filed in support thereof (collectively, the "**Application Materials**") shall be and is hereby deemed to be good and valid and, further, shall be and is hereby abridged, such that service of such Application Materials is deemed to be timely and sufficient.
2. Words and phrases contained in this Order which begin with capital letters but which are not expressly defined herein shall have the respective meanings ascribed thereto in the Amended and Restated Initial Order of the Honourable Mr. Justice N.G. Gabrielson granted in these proceedings on July 5, 2018.

Approval of Sale of Copper Sands Mobile Home Park

3. The proposed sale (the "**Proposed Sale**") by CSLC to 102062687 Saskatchewan Ltd. (the "**Purchaser**") of 18.5 acres of land upon which the Copper Sands Mobile Home Park is located within LSD 5 of Section 25, Township 17, Range 18, West of the Second Meridian, Extension 38 in the Rural Municipality of Edenwold No. 158 in the Province of Saskatchewan (the "**Copper Sands Mobile Home Park**"), as more particularly described in, and subject to the terms and conditions set forth in, a sale agreement comprising an Offer to Purchase dated September 25, 2018, an Amendment to Agreement of Purchase and Sale dated October 11, 2018 a Notice of Condition Removal and Amendment to Vendor's Condition Date dated October 12, 2018, a Second Amendment to Offer to Purchase dated October 24, 2018, a Third Amendment to the Offer to Purchase dated December 17, 2018, a Fourth Amendment to the Offer to Purchase dated December 28, 2018, and a Fifth Amendment to the Offer to Purchase dated January 2, 2019 (collectively, the "**Sale Agreement**"), for the purchase price identified in the Sale Agreement (the "**Purchase Price**") is declared to be commercially reasonable and in the best interests of the Applicants and their stakeholders and is hereby authorized, approved, ratified and confirmed by this Honourable Court.
4. CSLC, the law firm of Gates & Company of Regina, Saskatchewan ("**Transaction Counsel**"), and, to the extent necessary, Deloitte Restructuring Inc. (the "**Monitor**") are hereby authorized and given directions by this Honourable Court to complete the Proposed Sale in accordance with the Sale Agreement (subject to such amendments as CSLC and the Purchaser may agree upon, provided that any such amendments do not materially affect the Sale Agreement and provided that the transaction contemplated in the Sale Agreement shall have closed (concurrently with the Refinancing Transaction, as defined below), with the purchase price paid, on or before the date that is two weeks from the granting of this Order) and to execute such documents and perform such acts as may reasonably be required in order to close the Proposed Sale in accordance with the Sale Agreement, including any steps necessary or desirable to satisfy and/or comply with any applicable laws, regulations or orders of any courts, tribunals, regulatory bodies or administrative bodies.
5. The Registrar of Titles for the Province of Saskatchewan shall be and is hereby directed to accept an application to cancel the existing title to the lands legally described as Surface Parcel #111653603, LSD 5 of Section 25, Township 17, Range 18, West of the Second Meridian, Extension 38 ("**LSD 5**"), to cancel such existing title, and to issue a new title to LSD 5 in the name of the Purchaser as owner, free and clear of all encumbrances save and except for the encumbrances set forth in **Schedule A** to this Order ("**Permitted Encumbrances**"), and such title shall issue to, and vest in, the Purchaser free and clear of any and all Encumbrances (as hereinafter defined) except Permitted Encumbrances.
6. LSD 5 shall be, and is hereby, severed from the lands legally described as Surface Parcel #111653591, LSD 4 Sec 25 Twp 17 Rge 18 W 2 Extension 37 ("**LSD 4**") for the purposes of *The Planning and Development Act, 2007*, SS 2007, c P-13.2, and *The Land Titles Regulations, 2001*, RRS c L-5.1 Reg 1. For greater certainty, the foregoing direction to the Registrar of Titles to cancel the existing title to LSD 5 and to set up a new title in the name of the Purchaser shall apply notwithstanding that the two parcels are currently "tied" or "linked" in the records of the Saskatchewan Land Titles Registry.

Vesting of Title to the Copper Sands Mobile Home Park in the Name of the Purchaser

7. Upon the Monitor determining that the Proposed Sale has closed to the satisfaction of the Monitor and on terms substantially as approved by this Honourable Court pursuant to this Order, the Monitor shall file with this Honourable Court a certificate to that effect substantially in the form set out at **Schedule B** hereto (the "**Closing Certificate**"), whereupon the Copper Sands Mobile Home Park shall vest, without further instrument of transfer or assignment, absolutely in the Purchaser free and clear of and from any and all security interests (whether contractual, statutory

or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory or otherwise), liens, leases, pledges, encumbrances, taxes and arrears of taxes, licenses, assignments, judgments, title retention agreements, reservations of ownership, demands, legal hypothecs, executions, levies, charges (including any charges pursuant to the Initial Order granted in these proceedings), options or other rights to acquire any interests in any assets, or other financial or monetary claims, whether or not they are liquidated, unliquidated or contingent or they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise, or any other rights (whether contractual, statutory, arising by operation of law or created by or pursuant to Orders made in these proceedings), of any persons, corporations, firms or entities of any kind whatsoever, and all contracts to create any of the foregoing (collectively, "**Encumbrances**") and of all rights of others, save and except for the Permitted Encumbrances, and, for greater clarity, this Court orders that all of the Encumbrances and all rights of others affecting or relating to the Copper Sands Mobile Home Park are hereby expunged and discharged as against the Copper Sands Mobile Home Park.

Refinancing Transaction

8. For the purposes of paragraphs 12 and 13 of the Amended and Restated Initial Order granted in these proceedings on July 5, 2018 by the Honourable Mr. Justice N.G. Gabrielson (the "**Initial Order**"), Copper Sands Group shall have the right to pursue and implement, and are hereby directed, with the aid of the Monitor as may be required, to complete, the refinancing transaction contemplated in a Debt Financing Commitment Letter with Old Kent Road Financial Inc. ("**OKR**") dated November 9, 2018 (Exhibit "C" to the Confidential Affidavit of Jaimey Midtdal sworn November 30, 2018) and further correspondence from counsel to the refinancing lender dated December 28, 2018 (Confidential Exhibit "C" to the Affidavit of Zachery Wong sworn January 7, 2019) (the "**Refinancing Transaction**") and to take all steps and do all things necessary to complete the Refinancing Transaction, including signing all necessary documents, incurring all necessary obligations and granting all necessary security, provided that the Refinancing Transaction shall close concurrently with the Proposed Sale described above (unless otherwise agreed between counsel for the Applicants and counsel for the Senior Secured Creditors, as defined below), with the proceeds of the Refinancing Transaction (the "**Refinancing Proceeds**") being paid in the manner outlined in the above-noted correspondence from counsel to OKR dated December 28, 2018. For greater certainty, the amount of \$750,000.00 in "additional financing" referred to in the second paragraph (b) of said correspondence shall not form part of the Refinancing Proceeds.

Payment of Purchase Price and Refinancing Proceeds

9. On the Closing Date (as defined in the Sale Agreement), the Purchaser shall pay the Purchase Price to Transaction Counsel (less the amount of any deposit which has previously been paid Transaction Counsel), and OKR shall pay the Refinancing Proceeds to Transaction Counsel. For the purposes of determining the nature and priority of the Encumbrances:
 - a) the proceeds from the sale of the Copper Sands Mobile Home Park (the "**Sale Proceeds**") shall stand in the place and stead of the Copper Sands Mobile Home Park;
 - b) from and after the delivery of the Closing Certificate, all Encumbrances and all rights arising therefrom shall attach to the Sale Proceeds with the same priority as they had with respect to the Copper Sands Mobile Home Park immediately prior to the sale, as if the Copper Sands Mobile Home Park had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the Proposed Sale; and
 - c) once the distribution contemplated in paragraph 13 hereof is complete:
 - i. for greater certainty, the Administration Charge shall be discharged; and

- ii. any and all Encumbrances held by IPR Capital Ltd. ("**IPR Capital**"), Industrial Properties Regina Limited ("**IPRL**"), and/or 101297277 Saskatchewan Ltd. "**7277**"; together with IPR Capital and IPRL, the "**Senior Secured Creditors**"), and the Subordinate Administration Charge, shall be discharged from LSD 4, any personal property transferred in the proposed Sale pursuant to the Sale Agreement, and any other personal property located on LSD 4, in Copper Sands Mobile Home Park, or associated in any way with Copper Sands Mobile Home Park and/or the utilities located in Copper Sands Mobile Home Park and/or LSD 4.

10. The Monitor may rely on written notices from CSLC and the Purchaser regarding fulfillment or, if applicable, waiver of conditions to closing of the Proposed Sale under the Sale Agreement and shall have no liability with respect to the delivery of the Closing Certificate.

11. Notwithstanding:

- a) the pendency of these proceedings;
- b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of CSLC and any bankruptcy order issued pursuant to such applications;
- c) any assignment in bankruptcy made in respect of CSLC; and
- d) the provisions of any federal statute, provincial statute or any other law or at equity,

the vesting of the Copper Sands Mobile Home Park in the Purchaser pursuant to this Order and the obligations of CSLC under the Sale Agreement, shall be binding on any trustee in bankruptcy that may be appointed in respect of CSLC and shall not be void or voidable by creditors of CSLC, nor shall it constitute nor be deemed to be a settlement, fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

12. The Proposed Sale is exempt from any requirement under any applicable federal or provincial law to obtain shareholder approval and is exempt from the application of any bulk sales legislation in any Canadian province or territory.

13. To the extent that funds are available to do so:

- a) first, Transaction Counsel shall be and is hereby authorized and directed to make distributions from and out of the Sale Proceeds; and
- b) second, Transaction Counsel shall be and is hereby authorized and directed to make the following distributions from and out of the Refinancing Proceeds;

namely:

- c) first, to the Rural Municipality of Edenwold No. 158 (the "**RM of Edenwold**"), such amounts as are owing to the RM of Edenwold in respect of outstanding municipal property taxes in regard to the Copper Sands Mobile Home Park (in the total amount of \$25,198.41, as set out in paragraph 6(c) of the Affidavit of Kim McIvor sworn January 4, 2019);

- d) second, to Gates & Company, conveyancing counsel to CSLC, the reasonable legal fees and disbursements incurred by that firm in connection with the Proposed Sale and the Refinancing Transaction;
 - e) third, to the order of the Monitor (Deloitte Restructuring Inc.), legal counsel to the Monitor (McDougall Gauley LLP) and legal counsel to the Applicants (MLT Aikins LLP) (in such amounts as the three such firms shall agree in writing), the sum of \$250,000 in full and final satisfaction of the Administration Charge;
 - f) fourth, to IPR Capital, the sum of \$435,941.05 as of January 7, 2019, plus interest thereafter at a rate of \$31.95 per diem to the date of payout in payment of the amount outstanding to IPR Capital;
 - g) fifth, to IPRL, the sum of \$4,536,284.91 as of January 7, 2019, plus interest thereafter at a rate of \$834.59 per diem to the date of payout in payment of the amount outstanding to IPRL; and
 - h) sixth, to 7277, the sum of \$3,581,994.09 as of January 7, 2019, plus interest thereafter at a rate of \$1,049.15 per diem to the date of payout in payment of the amount outstanding to 7277;
 - i) seventh, any amounts owing and secured by the Subordinate Administration Charge to the parties entitled thereto, as evidenced by affidavits filed with Transaction Counsel and, in any event, not to exceed \$500,000.00 (in such amounts as the parties entitled thereto shall agree in writing); and
 - j) eighth, any remaining funds to be paid into Court to the credit of this matter.
14. For greater certainty, notwithstanding anything in this Order, any funds distributed as contemplated in paragraph 13 above shall, at the time of distribution, be discharged of and free from all Encumbrances whatsoever.

Sealing Order

15. Counsel to the Applicants having complied with Practice Directive #3, the following documents filed in relation to this matter shall be kept sealed and confidential and shall not form part of the public record, but rather shall be placed, kept separate and apart from all other contents of the Court file, in sealed envelopes each of which shall bear a notice which sets out the title of these proceedings and a statement that the contents are subject to a sealing order and shall only be opened upon further order of the Court:
- a) the Confidential Wong Affidavit;
 - b) the Confidential Supplement to the Fourth Report of the Monitor;
 - c) the Confidential Affidavit of Jaimey Midtdal sworn November 30, 2018;
 - d) the Confidential Supplement to the Fifth Report of the Monitor;
 - e) the Confidential Exhibits to the Affidavit of Zachery Wong sworn January 7, 2019; and
 - f) the Confidential Supplement to the Sixth Report of the Monitor

Extension of Stay of Proceedings

16. The Initial Order and the stay of proceedings provided therein shall be and are hereby further extended, effective as of 11:59 p.m. on Friday, January 15, 2018 until 11:59 p.m. Saskatchewan time on Friday, February 15, 2019.

Approval of the Reports and Activities of the Monitor

17. The Pre-Filing Report of the Proposed Monitor dated November 10, 2017, the Confidential Pre-Filing Report of the Proposed Monitor dated November 10, 2017, the First Report of the Monitor dated January 16, 2017, the Second Report of the Monitor dated July 3, 2018, the Third Report of the Monitor dated August 30, 2018, the Fourth Report of the Monitor dated October 12, 2018, the Supplement to the Fourth Report of the Monitor dated October 19, 2018, the Confidential Supplement to the Fourth Report of the Monitor dated October 19, 2018, the Fifth Report of the Monitor dated December 5, 2018, the Confidential Supplement to the Fifth Report of the Monitor dated December 5, 2018, the Sixth Report of the Monitor dated January 7, 2019, and the Confidential Supplement to the Sixth Report of the Monitor dated January 7, 2019, and the activities described therein, are hereby approved.

Surplus Lands

18. It is hereby noted that the Purchaser will acquire legal title to all of LSD 5 pursuant hereto, although its purchase is only of the approximately 18.5 acres referred to in paragraph 3 of this Order. This Court acknowledges and confirms that it is the intention of the Purchaser and the Applicants to complete a subdivision in respect of LSD 5 lands to enable the severance of the 18.5 acres purchased by the Purchaser and the remaining approximately 20.4 acres that form part of LSD 5 which do not form part of the Copper Sands Mobile Home Park (the "**Surplus Lands**"), as specified in the Sale Agreement.
19. Title to the Surplus Lands shall be held by the Purchaser until the completion of the intended subdivision of LSD 5 as set forth in the Sale Agreement, or pending further Order of the Court of Queen's Bench. The interest of the Purchaser in Surplus Lands is limited to that of bare landholder, and CSLC shall retain beneficial ownership of the Surplus Lands.
20. This Court directs that it is fair and reasonable that 7277 retain, to the extent that its indebtedness is not repaid and as security for such indebtedness, an interest as creditor over all right, title and interest that the Copper Sands Group or any of them may have in the Surplus Lands, including, without limiting the generality of the foregoing, any rights to compel or to complete the subdivision or such other proceedings as may be required to complete the subdivision between the Copper Sands Mobile Home Park and the Surplus Lands. The Applicants are hereby authorized and directed to provide 7277 with a security interest, charge, mortgage or other interest over the rights that they or any of them may now or at any time hereafter have in respect of the Surplus Lands pursuant to the Purchase Agreement and as may survive and continue beyond the completion of the vesting of the Copper Sands Mobile Home Park in the Purchaser and the issuance of title to LSD 5 in the name of the Purchaser.
21. 7277, the Purchaser and the Applicants may at any time prior to the completion of these CCAA proceedings apply to this Court for directions in respect of the Surplus Lands and the respective rights, interests and obligations in respect thereof.
22. Upon the completion or termination of these CCAA proceedings, 7277, the Purchaser or the Applicants may apply to the Court of Queen's Bench for relief, directions or further Order in respect of the Surplus Lands, such application being made pursuant to the terms of this Order and/or pursuant to the equitable jurisdiction of the Court of Queen's Bench and in respect of the respective interests of 7277, the Purchaser and the Applicants, as the case may be.

23. For greater certainty:

- a) any interest of the Purchaser in LSD 5 shall not attach to the beneficial ownership interest of CSLC in the Surplus Lands; and
- b) the Purchaser and CSLC are hereby directed to take all necessary steps to effect the subdivision of LSD 5 and the conveyance of the Surplus Lands to CSLC.

General

24. The Applicants have duly served and filed the notice contemplated in section 5 of the Order of the Honourable Mr. Justice N.G. Gabrielson granted in these proceedings on December 7, 2018. Accordingly, for greater certainty, the sales process contemplated in paragraphs 8 through 28 of said Order shall not be implemented except upon further Order of the Court.

25. No person having notice of this Order shall interfere in any way with the Proposed Sale or the actions of the Applicants, the Monitor, or the Purchaser in effecting the Proposed Sale. For greater certainty, a communication to or with:

- a) the Purchaser, which has the purpose or effect of discouraging the Purchaser from closing the Proposed Transaction; or
- b) any prospective provider of financing to the Purchaser, which has the purpose or effect of discouraging that prospective provider of financing from providing financing for the Proposed Transaction;

shall be considered interference with the Proposed Transaction contrary to this Order.

26. Any interested person (including, without limitation, CSLC, the Purchaser, the Monitor and any Senior Secured Creditor) may apply to this Honourable Court for advice or directions in regard to the execution of this Order or any matter arising out of or necessarily incidental to this Order.

27. This Honourable Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States of America, to give effect to this Order and to assist CSLC, the Monitor, the Purchaser and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested:

- a) to make such orders and to provide such assistance to CSLC, the Monitor (as an officer of this Court) and the Purchaser as may be necessary or desirable to give effect to this Order;
- b) to grant representative status to the Monitor in any foreign proceeding; and
- c) to assist CSLC, the Monitor, the Purchaser and their respective agents in carrying out the terms of this Order.

ISSUED at Saskatoon, Saskatchewan, this 9th day of January, 2019.



(Deputy) Local Registrar

CONTACT INFORMATION AND ADDRESS FOR SERVICE:

Name of the firm: MLT Aikins LLP
Lawyer in charge of file : Jeffrey M. Lee Q.C. / Paul Olfert
Address of firm: 1500, 410 22nd Street E, Saskatoon SK S7K 5T6
Telephone number: 306.975.7100
Fax number: 306.975.7145
Email address: JMLee@mltakins.com / POlfert@mltakins.com

SCHEDULE "A" – PERMITTED ENCUMBRANCES

- (a) CNV Caveat
Registration Date: January 7, 1977
Interest Register #: 101299349
Holder: Saskatchewan Power Corporation
- (b) CNV Caveat
Registration Date: March 28, 1983
Interest Register #: 101299350
Holder: Saskatchewan Power Corporation
- (c) CNV Public Utility Easement
Registration Date: April 1, 1992
Interest Register #: 101299473
Holder: Saskatchewan Telecommunications
- (d) Personal Property Security Interest
Registration Date: October 3, 2002
Interest Register #: 105446044
Holder: The Toronto-Dominion Bank
- (e) Personal Property Security Interest
Registration Date: September 11, 2007
Interest Register #: 113219265
Holder: The Toronto-Dominion Bank
- (f) Personal Property Security Interest
Registration Date: July 23, 2008
Interest Register #: 114654630
Holder: The Toronto-Dominion Bank
- (g) Personal Property Security Interest
Registration Date: April 7, 2009
Interest Register #: 115341612
Holder: Bank of Nova Scotia
- (h) Personal Property Security Interest
Registration Date: February 19, 2010
Interest Register #: 116188577
Holder: The Toronto-Dominion Bank
- (i) Personal Property Security Interest
Registration Date: April 12, 2010
Interest Register #: 116309651
Holder: The Toronto-Dominion Bank
- (j) Assignment of Lease as Security
Registration Date: April 6, 2011
Interest Register #: 117287624
Holder: Conexus Credit Union 2006
- (k) Personal Property Security Interest
Registration Date: April 6, 2011
Interest Register #: 117287646
Holder: Conexus Credit Union 2006

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

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

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

- (o) Any other encumbrances consented to by the Purchaser on closing.

SCHEDULE "B" – CLOSING CERTIFICATE

TO: 102062687 SASKATCHEWAN LTD. (the "**Purchaser**"), c/o Gerrand Rath Johnson LLP,
700 – 1914 Hamilton Street, Regina SK S4P 3N6, Attention: Mark Mulatz

AND TO: COPPER SANDS LAND CORP. ("**CSLC**"), c/o: MLT Aikins LLP, 1500 – 410 22nd Street
East, Saskatoon SK S7K 5T6, Attention: Jeffrey M. Lee, Q.C. and Paul Olfert

TAKE NOTICE THAT, pursuant to paragraph 5 of the Order of the Honourable Mr. Justice N.G. Gabrielson dated January 9, 2019 (the "**Order**"), Deloitte Restructuring Inc., the Monitor of CSLC appointed pursuant to the Initial Order pronounced in these proceedings under the *Companies' Creditors Arrangement Act* on December 20, 2017 by the Honourable Mr. Justice N.G. Gabrielson, amended and restated pursuant to an Amended and Restated Initial order granted by the Honourable Mr. Justice N.G. Gabrielson on July 5, 2018, hereby confirms that the sale by CSLC to the Purchaser of the Copper Sands Mobile Home Park as more particularly described in paragraph 2 of the Order has closed to the satisfaction of the Monitor and pursuant to the terms of the Order effective as of the date of filing of this Closing Certificate.

DATED this ____ day of _____, 2019.

DELOITTE RESTRUCTURING INC.
in its capacity as Monitor of
COPPER SANDS LAND CORP.,
and not in its personal capacity

Per: _____