

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

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

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR  
ARRANGEMENT OF  
101133330 SASKATCHEWAN LTD. AND 101149825 SASKATCHEWAN LTD.,**

**APPLICANTS**

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

**MAY 24, 2017**

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## TABLE OF CONTENTS

Introduction.....	1
Purpose.....	2
Terms of Reference.....	3
Activities of the Monitor since the Fourth Report.....	4
Stakeholder Update.....	5
Cash Flow Statement and Liquidity.....	8
Debtor in Possession Financing.....	11
Restructuring Efforts.....	14
Fees and Disbursements of the Monitor and its Legal Counsel.....	20
Request for Extension of these Proceedings and Recommendations.....	20

## EXHIBITS

- Exhibit A – Actual vs. Forecast Cash Flows for the Period December 12, 2016 to May 21, 2017
- Exhibit B – Updated Cash Flow Statement for the Period May 22, 2017 to December 24, 2017
- Exhibit C – Affidavit of Brent Warga sworn May 17, 2017
- Exhibit D – Affidavit of Jeff Lee sworn May 17, 2017

## INTRODUCTION

1. On May 20, 2016, the Applicants, 101133330 Saskatchewan Ltd. (“**33330**”) and 101149825 Saskatchewan Ltd. (“**825**”) (collectively the “**Applicants**” or the “**Companies**”), filed for and obtained protection under the *Companies’ Creditors Arrangement Act* (the “**CCAA**”). Pursuant to the Order of the Court of Queen’s Bench for Saskatchewan (the “**Court**”) dated May 20, 2016 (the “**Initial Order**”), restructuring proceedings previously commenced by the Applicants under Division I of Part III of the *Bankruptcy and Insolvency Act* (the “**BIA**”) were taken up and continued under the CCAA. Deloitte Restructuring Inc. (“**Deloitte**”) was appointed as the Monitor of the Applicants (the “**Monitor**”) in the CCAA proceedings and a stay of proceedings was granted in favour of the Applicants.
2. On June 13, 2016, the Court extended the stay of proceedings to August 31, 2016.
3. On August 17, 2016, the Court extended the stay of proceedings to January 1, 2017.
4. On December 22, 2016, the Court extended the stay of proceedings until June 12, 2017 (the “**Stay Period**”).
5. The Monitor has provided the Court with the following reports:
  - a) A Pre-Filing Report of the Proposed Monitor dated May 12, 2016 (the “**Pre-Filing Report**”) in connection with the Applicants’ application for protection under the CCAA;
  - b) A First Report of the Monitor dated June 8, 2016 (the “**First Report**”) in connection with the Applicants’ motion to extend the stay of proceedings to August 31, 2016;
  - c) The Second Report of the Monitor dated August 12, 2016 (the “**Second Report**”) in connection with the Applicants’ motion to extend the stay of proceedings to January 1, 2017;

- d) The Third Report of the Monitor dated August 15, 2016 (the “**Third Report**”) in connection with the Applicants’ application for additional debtor in possession financing;
  - e) The Fourth Report of the Monitor dated December 16, 2016 (the “**Fourth Report**”) in connection with the Applicants’ application for additional debtor in possession financing (the “**DIP Facility**”) and the Applicants’ motion to extend the stay of proceedings to June 12, 2017; and
  - f) The Supplement to the Fourth Report dated December 19, 2016 (the “**Supplement to the Fourth Report**”) which discussed the timing of certain correspondence received from the City of Regina Legal Department and their position with respect to pre-filing property tax arrears owing by 33330 in respect of the Orr Centre.
6. Copies of the Initial Order, the Pre-Filing Report, the First, Second, Third, and Fourth Report(s), the Supplement to the Fourth Report, all motion materials and orders in the CCAA proceedings, and certain other documents related to the CCAA proceedings have been posted and are available on the Monitor’s website at [www.insolvencies.deloitte.ca/en-ca/101133330and101149825SkLtd](http://www.insolvencies.deloitte.ca/en-ca/101133330and101149825SkLtd) (the “**Monitor’s Website**”).

## **PURPOSE**

7. The purpose of this fifth report of the Monitor (the “**Fifth Report**”) is to provide the Court with information with respect to the following:
- a) A summary of the Monitor’s activities since the Fourth Report;
  - b) The status of the Applicants’ operations and key stakeholder relationships since the Fourth Report;
  - c) An update of the Applicants’ cash flow forecast and comments on variances between actual results compared to forecast results for the period ended May 21, 2017;
  - d) The Applicants’ request for a further increase in the amount of the DIP Facility;

- e) The activities of the Companies since the Fourth Report with respect to restructuring the operations of the Applicants;
- f) The fees of the Monitor and its legal counsel for the period December 6, 2016 to May 14, 2017; and
- g) The Applicants' request for an extension of the Stay Period and the Monitor's recommendations regarding the relief requested.

## **TERMS OF REFERENCE**

8. In preparing this Fifth Report, the Monitor has relied upon unaudited interim financial information, the Applicants' books and records, the affidavits of John Orr sworn on May 12, May 19, June 6, June 9, August 12, and December 16, 2016, the affidavit of John Orr sworn on May 24, 2017 (the "**Orr Affidavit**"), the affidavits of David Calyniuk (Chief Executive Officer of North Ridge Development Corporation) sworn on August 12, and December 16, 2016, the affidavit of David Calyniuk sworn on May 23, 2017 (the "**Calyniuk Affidavit**"), the confidential affidavit of David Calyniuk sworn on May 23, 2017 (the "**Confidential Calyniuk Affidavit**"), and discussions with management of the Applicants ("**Management**") and legal advisors to the Applicants.
9. The financial information of the Companies has not been audited, reviewed or otherwise verified by the Monitor as to its accuracy or completeness, nor has it necessarily been prepared in accordance with generally accepted accounting principles and the reader is cautioned that the Fifth Report may not disclose all significant matters about the Applicants. Additionally, none of the Monitor's procedures were intended to disclose defalcations or other irregularities. If the Monitor were to perform additional procedures or to undertake an audit examination of the financial statements in accordance with generally accepted auditing standards, additional matters may have come to the Monitor's attention. Accordingly, the Monitor does not express an opinion nor does it provide any other form of assurance on the financial or other information presented herein. The Monitor may refine or alter its observations as further information is obtained or brought to its attention after the date of the Fifth Report.

10. The financial projections attached to this Fifth Report were prepared by Management (except where noted). Although the Monitor has reviewed the assumptions underlying the projections for reasonableness, financial projections, by their nature, are dependent upon future events, which are not susceptible to verification. Actual results will vary from the information presented and the variations may be material. The Monitor has not prepared a compilation as contemplated by Section 4250 of the Chartered Professional Accountants of Canada Handbook.
11. The Monitor assumes no responsibility or liability for any loss or damage occasioned by any party as a result of the circulation, publication, reproduction or use of the Fifth Report. Any use which any party makes of the Fifth Report, or any reliance or decision to be made based on the Fifth Report, is the sole responsibility of such party.
12. Unless otherwise stated, all monetary amounts contained in this Fifth Report are expressed in Canadian dollars.
13. Capitalized terms used in this Fifth Report but not defined herein are as defined in the Pre-Filing Report, the First Report, the Second Report, the Third Report, the Fourth Report, and the Supplement to the Fourth Report, as applicable.

#### **ACTIVITIES OF THE MONITOR SINCE THE FOURTH REPORT**

14. Since the Monitor's Fourth Report, the Monitor has engaged in the following activities, amongst others:
  - a) Monitored on a weekly basis the receipts and disbursements of the Applicants and provided updated cash flow statements and cash flow variance analysis, as appended to the First, Second, Fourth, and Fifth Reports, for provision of same to (i) Staheli Construction Co. Ltd. ("**Staheli**" or the "**DIP Lender**") in accordance with the DIP Lender's term sheet, and (ii) Affinity Credit Union ("**Affinity**") commencing February 2017 to present upon their request;
  - b) Responded to ongoing inquiries from creditors, tenants, and other stakeholders of the Applicants;

- c) Participated in periodic update calls with Firm Capital Mortgage Fund Inc. (“**Firm Capital**”) and legal counsel to Firm Capital and Frank Pa (“**Pa**”), whereby the Applicants and David Calyniuk provided status updates on the 825 Land development process, in accordance with the terms of the June 13, 2016 Forbearance Agreement (the “**Forbearance Agreement**”);
- d) Provided periodic updates to Affinity on the status of the 825 Land development process and the 33330 property (the “**33330 Property**”);
- e) Participated in meetings and status update calls with Affinity and its legal counsel, the Applicants, and David Calyniuk, whereby the Applicants and David Calyniuk detailed proposed strategies and plans to enhance the value of the 33330 Property; and
- f) Participated in hearings and reported to Court in respect to the Applicants’ request to extend the stay of proceedings.

## **STAKEHOLDER UPDATE**

15. On August 17, 2016, on application by Firm Capital and Pa, the Court ordered that the stay of proceedings as against Firm Capital and Pa in these proceedings be lifted in regards to 825 (the “**Lift Stay Order**”). As the contractual stay included in the Forbearance Agreement was the equivalent of the stay of proceedings granted in the Initial Order (and extended by the Court at the June 13, 2016 extension hearing), it was determined by the Court that the Lift Stay Order did not prejudice the creditors or other stakeholders in these proceedings.
16. As at the date of the Fifth Report, the Applicants continue to be in compliance with the terms of the Forbearance Agreement, and there have been no Refusal Notices delivered by Firm Capital or Pa (as defined therein). Additionally, the Applicants have continued to keep Firm Capital apprised of the status of the 825 Land development process on a periodic basis as required by the terms of the Forbearance Agreement.

17. As detailed in the Fourth Report, the Applicants were able to satisfy the condition precedent (i.e. submission of a complete 825 Land development concept plan to the City of Saskatoon prior to the expiration of the Initial Period) to access the Extension Periods detailed in the Forbearance Agreement. As the Extension Periods expire on June 12, 2017 (the “**Forbearance Expiration**”), the Applicants, Firm Capital, and Pa have entered into discussions to extend the Forbearance Agreement, but as at the date of the Fifth Report, no extension agreement has been finalized. The Applicants have advised that they are optimistic that an agreement with Firm Capital and Pa will be reached prior to the Forbearance Expiration. The Applicants further advise that any Forbearance Agreement extension will likely coincide with the stay extension being requested by the Applicants. The Applicants have indicated that a stay extension would allow them time to continue to enhance the value of Firm Capital and Pa’s underlying security (i.e. the 825 Land), and Firm Capital’s interest obligations will continue to be satisfied by the Applicants during the extension period. In the event that a Forbearance Agreement extension is not agreed to by the Applicants, Firm Capital, and Pa, the Applicants believe that the Companies’ restructuring activities can still continue under the CCAA although there may be some disruption to the proceedings.
18. According to the Applicants’ legal counsel, both Firm Capital and Pa continue to be supportive of the Companies during the proceedings.
19. The Companies’ other stakeholders continue to generally support the ongoing operations of the Applicants during these CCAA proceedings:
  - a) Suppliers
    - i. The Monitor has been advised by Management that suppliers to the Applicants have been generally supportive of the Applicants post-filing and continue to supply goods and services on commercially reasonable terms.



b) Tenants

- i. On March 29, 2017, the Monitor received written correspondence from one of the tenants at the Orr Centre, Saskatchewan Association of Licensed Practical Nurses (“**SALPN**”), who expressed concerns with respect to several building deficiencies. The Monitor provided the correspondence to the Applicants and the Applicants’ legal counsel for their immediate attention.
- ii. On April 4, 2017, the Applicants’ legal counsel contacted SALPN via e-mail, introduced the Orr Centre Owner’s Consultant (North Ridge), and advised that David Calyniuk would like to meet with SALPN forthwith to resolve their immediate concerns, and to discuss the implementation of a plan that would see the present and future needs of all tenants more readily met going forward.
- iii. As further detailed in the Calyniuk Affidavit, Wright Construction (further defined below) has been retained by North Ridge to remediate many of the areas of concern identified by SALPN, and the repairs are presently underway.
- iv. With the involvement of the Orr Centre Owner’s Consultant, Management has advised that the existing tenants at the Orr Centre continue to support the Applicants.

c) Employees

- i. The Applicants continue to pay employees and remit statutory deductions in the normal course of business, as authorized by the Initial Order, and the Applicants are current with respect to all financial obligations owed to their employees since the filing. Pre-filing Canada Revenue Agency (“**CRA**”) payroll source deduction arrears of approximately \$68,000 owing as at May 20, 2016 remain unpaid.

20. As detailed in the Supplement to the Fourth Report, the Monitor received correspondence from the City of Regina Legal Department on August 16, 2016 in respect of outstanding property tax arrears owing by the Applicants as at April 20, 2016. Although the Applicants and the City of Regina Legal Department disagree on how the pre-filing property tax arrears are to be treated within these proceedings, and the City has indicated that they reserve their right to later challenge the classification and payment of their claim when the issue is being considered by the Court, the City of Regina has not taken any further action as at the date of this Fifth Report.

### **CASH FLOW STATEMENT AND LIQUIDITY**

21. The Companies' cash receipts and disbursements for the period December 12, 2016 to May 21, 2017 are attached as Exhibit "A" with a comparison to the updated cash flows that were attached as Exhibit B to the Fourth Report (the "**Revised Cash Flow**").
22. The Monitor has conducted weekly reviews of the Companies' actual cash flow compared to the Revised Cash Flow. As detailed in the Additional DIP Facility agreement with Staheli dated December 19, 2016, a monthly variance analysis has also been provided to the DIP Lender. The Monitor's comments on the actual cash flow to May 21, 2017 are as follows:
- a) Compared with the Revised Cash Flow, the Applicants experienced a favorable variance of approximately \$1,352,000 in respect of the net cash outflows.
  - b) This variance is primarily attributable to the following:
    - i. \$968,000 favorable cash receipts variance compared to forecast due primarily to the additional advances by the DIP Lender under DIP Facility #3 approved by the Court on December 22, 2016 (The "**DIP Facility #3 Order**") for \$980,000. This additional DIP financing was partially offset by a reduction in receipts primarily resulting from the Companies not collecting any parking income, the fact that one of the Prince Albert Condominiums was vacant for two (2) months during the period while the Applicants were attracting another tenant, and the timing of certain rental income payments for approximately \$12,000.

- ii. \$119,000 favorable development cost variance due primarily to certain of the renovation and repair costs forecast for the Orr Centre not yet having been incurred for approximately \$89,000, and the fact that the Applicants have not had to rely on the contingency reserve included in the forecast for \$30,000. The 825 Development Costs and the Orr Centre repair and renovation costs still to be incurred have been included in the Updated Cash Flow (further defined below).
  - iii. \$182,000 favorable operating cost variance due to a reduction in utility costs as compared to the forecast of approximately \$48,000, not having to incur snow removal and bookkeeper costs of approximately \$68,000, a reduction in payroll and source deductions of approximately \$60,000, and reductions in various other operating costs for approximately \$24,000. These cost reductions were offset by an increase in maintenance and repair costs at the Orr Centre as compared to the forecast for approximately \$18,000.
  - iv. \$83,000 favorable restructuring cost variance due primarily to a reduction in professional costs as compared to the forecast for approximately \$78,000, and lower than forecast interest charges incurred on the DIP Facility for approximately \$5,000.
23. As of the date of this Fifth Report, the Applicants have been able to manage their cash flow through utilization of the DIP Facility #3 as outlined in the DIP Facility #3 Order and the Fourth Report. As the Applicants are now forecasting to fully utilize DIP Facility #3 during the week of August 28, 2017, the Applicants will need additional financing as detailed in the updated cash flow statement attached hereto as Exhibit “B” (the “**Updated Cash Flow**”) for the period ending December 24, 2017.
24. The Updated Cash Flow includes the assumptions as set out in the Summary of Notes and Assumptions (“**Notes and Assumptions**”) appended as Notes 1 to 19 to the Updated Cash Flow.

25. The Monitor's comments on the Updated Cash Flow are as follows:

- a) For the period May 22, 2017 to December 24, 2017, the Applicants are projected to have gross receipts of approximately \$559,000 and disbursements of approximately \$1,858,000, representing a net operating cash outflow of approximately \$1,299,000.
- b) The \$2,000,000 DIP Facility #3 granted in the DIP Facility #3 Order is projected to be fully utilized during the week commencing August 28, 2017. Based on the Updated Cash Flow, it is anticipated that, at a minimum, an additional \$500,000 will be required to fund ongoing operations, rezoning, and development of the 33330 Property, and the continued development of the 825 Land.
- c) The Monitor's review of the Updated Cash Flow consisted of inquiries, analytical procedures, and discussions related to information supplied to the Monitor by certain of the Management and employees of the Companies, and the Orr Centre Owner's Consultant and Owner's Representative (North Ridge). Since the Notes and Assumptions need not be supported, the Monitor's procedures with respect to them were limited to evaluating whether they were consistent with the purpose of the Updated Cash Flow. The Monitor has also reviewed the support provided by Management for the Notes and Assumptions, and the preparation and presentation of the Updated Cash Flow.
- d) Based on the Monitor's review, nothing has come to its attention that causes it to believe that, in all material respects:
  - i. The Notes and Assumptions are not consistent with the purpose of the Updated Cash Flow;
  - ii. As at the date of the Fifth Report, the Notes and Assumptions developed by Management are not suitably supported and consistent with the plans of the Companies or do not provide a reasonable basis for the Updated Cash Flow, given the Notes and Assumptions; or

iii. The Updated Cash Flow does not reflect the Notes and Assumptions.

26. Since the Updated Cash Flow is based on assumptions regarding future events, actual results will vary from the information presented, even if the Notes and Assumptions occur, and the variations may be material. Accordingly, the Monitor expresses no assurance as to whether the Updated Cash Flow will be achieved. The Monitor expresses no opinion or other form of assurance with respect to the accuracy of any financial information presented in the Fifth Report, or relied upon by the Monitor in its preparation.

#### **DEBTOR IN POSSESSION FINANCING**

27. As detailed in the Fourth Report, DIP Facility #3 was expected to provide sufficient funding to allow the Applicants to move forward with the rezoning and subdivision activities for the 825 Land, and undertake certain remediation work at the Orr Centre. However, with the additional scope of work and restructuring activities that the Applicants have identified to improve the value of the 33330 Property (more fully discussed below and in the Calyniuk Affidavit), DIP Facility #3 will not be sufficient to complete all reorganization efforts. Based on the Updated Cash Flow, it is estimated that an additional \$500,000 will be required to pay the ongoing professional fees associated with these restructuring proceedings, to continue to make interest payments to Firm Capital, to fund operations, to complete necessary repairs and upgrades at the Orr Centre, to initiate a rezoning application for the 33330 Property, and to fund the ongoing development of the 825 Land to December 24, 2017.

28. During the 31-week period from May 22, 2017 to December 24, 2017, the period covered by the Updated Cash Flow, the five (5) largest expenditures projected to be incurred by the Applicants, as compared to the corresponding amounts expended by the Applicants for these purposes over the 23-week period from December 16, 2016 to May 21, 2017 (the “**Actual December to May Expenses**”) are as follows:

- a) Professional Fees – forecast aggregate cost of \$375,000 (Actual December to May Expenses of \$231,933);

- b) Interest to Firm Capital – forecast aggregate cost of \$196,000 (Actual December to May Expenses of \$133,463);
  - c) Renovations and Repairs – forecast aggregate cost of \$178,000 (Actual December to May Expenses of \$39,274);
  - d) HVAC Costs – forecast aggregate cost of \$161,900 (Actual December to May Expenses of \$Nil); and
  - e) Demolition Costs – forecast aggregate cost of \$160,000 (Actual December to May Expenses of \$Nil).
29. Assuming that the forecast expenditures described above are incurred, the Applicants will have expended a total of \$606,933 in Professional Fees and \$329,463 in Interest payments to Firm Capital in 2017. The aggregate of these two expenditures of \$936,396 will have accounted for approximately 62% of the last two tranches of DIP Financing requested by the Applicants (i.e. the additional \$1,000,000 in DIP Financing obtained by the Applicants in December 2016, and the proposed additional \$500,000 in DIP Financing required by the Applicants in August 2017).
30. According to the terms of DIP Facility #3, the entire facility plus interest is due in full July 31, 2017 (the “**DIP Repayment Date**”), subject to renewal on mutually satisfactory terms. As at the date of the Fifth Report, the Applicants have advised that the DIP Lender has verbally agreed to extend the DIP Repayment Date to a date subsequent to any extension the Applicants are granted by the Court, conditional upon payment of an extension fee which is still being negotiated.
31. As at the date of the Fifth Report, the Applicants have not yet secured a commitment from the DIP Lender, or from an alternate lender, to advance the additional funds needed by the Applicants (the “**Secondary DIP Facility**”) during these proceedings. The Applicants have advised that they believe that they can secure the Secondary DIP Facility on terms similar to DIP Facility #3, the terms of which were summarized in the Monitor’s Fourth Report, and that they are working to be in a position to present a commitment letter from a lender at the May 31, 2017 hearing on terms equivalent to, or better than, DIP Facility #3. On the

understanding and expectation that the Applicants succeed in presenting such a commitment letter at the May 31, 2017 hearing, the Monitor is prepared to make the recommendation to the Court for an extension of the stay of proceedings to December 24, 2017 (as more particularly described below in paragraph 65 hereof).

32. Management has advised the Monitor that it believes the Applicants can continue to abide by all of the terms of DIP Facility #3, and that it is Management's expectation that an extension agreement will be agreed upon with the DIP Lender prior to the DIP Repayment Date. As DIP Facility #3 is not expected to be sufficient for the Applicants to complete their restructuring activities (as evidenced by the cash shortfall in the Updated Cash Flow), the Secondary DIP Facility is expected to provide sufficient funding to allow the Applicants to continue with the development of the 825 Land and the restructuring of the Orr Centre operations, and to continue with the rezoning and restructuring activities in respect of the 33330 Property while the Applicants continue to develop their plan of arrangement.
33. The Monitor notes that funding under the Secondary DIP Facility is required on an urgent basis. The quantum of the Secondary DIP Facility reflects the cash needs of the Applicants to continue ongoing operations and to continue with their restructuring efforts (as further detailed below). In the event that the Court approves the Secondary DIP Facility at the hearing scheduled for May 31, 2017, the first Secondary DIP Facility drawdown of \$134,000 is forecast to occur during the week of August 28, 2017.
34. The Monitor expects that any lender advancing the Secondary DIP Facility will require a charge (the "**Secondary DIP Lender's Charge**") on the Property (as defined in the Initial Order). The proposed priorities to be reaffirmed and created by order of the Court at the May 31, 2017 hearing are as follows:
  - a) First – Administration Charge to the maximum amount of \$150,000;
  - b) Second – DIP Lender's Charge to the maximum amount of \$2,000,000; and
  - c) Third – Secondary DIP Lender's Charge to the maximum amount of \$500,000.

35. Further, it is expected that the Secondary DIP Facility will be administered in a manner that furthers the goals of these proceedings.

## **RESTRUCTURING EFFORTS**

### **825**

36. As detailed in the Second and Fourth Reports, on or about June 13, 2016, the Applicants engaged North Ridge to be the Owner's Representative in respect of the 825 Land. North Ridge was given the mandate to provide advice, direction, and take all steps necessary to maximize the value of the 825 Land.
37. As further detailed in the Fourth Report, North Ridge advised the Applicants that the Amended Willows Concept Plan was filed by Dream with the City of Saskatoon on December 2, 2016. As detailed in the Affidavit of David Calyniuk sworn December 16, 2016 (the "**December 16, 2016 Calyniuk Affidavit**"), North Ridge believed that the City of Saskatoon's initial review could take between six (6) and eight (8) months and that the City of Saskatoon would have a number of requests and follow up questions during this period for Dream. Further, once this iterative review process was complete, the Remaining Studies (as defined in the December 16, 2016 Calyniuk Affidavit) would be completed and the submission would then be presented to the City of Saskatoon Council for final approval.
38. Since the Fourth Report, the Companies' restructuring activities have included 825 and North Ridge corresponding with Dream and the City of Saskatoon as questions arise with respect to the Amended Willows Concept Plan submission.
39. The Applicants, the Applicants' legal counsel, and North Ridge have communicated with the Monitor, Firm Capital, and Firm Capital's legal counsel via e-mail on February 5, 2017 and via conference call on March 22, 2017 to provide status updates on the progress being made with the City of Saskatoon, and to enable the stakeholders to raise any questions that they had of North Ridge in respect of the 825 Land development. Additionally, the Applicants have also advised that verbal updates have been provided to Affinity on a periodic basis as well.



40. As detailed in the Calyniuk Affidavit, Dream continues to work with the City of Saskatoon on the Amended Willows Concept Plan to address questions, and the review process is progressing as anticipated. Certain of the Remaining Studies have been completed and have already been submitted to the City of Saskatoon for review, and Dream will continue to collect data from the summer run-off to accurately complete the sanitary capacity study (which will confirm whether any upgrades to the existing sewer system are necessary to accommodate the inclusion of the 825 Land). As detailed in the Calyniuk Affidavit, Dream is working towards submission of the final Amended Willows Concept Plan (the “**Final Willows Plan**”), inclusive of all studies, by late summer 2017, which will likely result in the Final Willows Plan coming before the City of Saskatoon Council for final approval in the first or second quarter of 2018.
41. North Ridge also advised the Applicants and the Monitor that Dream has not encountered any issues to-date with the City of Saskatoon during their review process.

### **33330**

42. As detailed in the Fourth Report, after engaging in a process to solicit interest from Regina-based commercial real estate consultants and property managers, on November 8, 2016, the Applicants retained North Ridge as the Orr Centre Owner’s Consultant to analyze existing plans and specifications for improving the 33330 Property, conceptualize alternatives for the Applicants’ consideration including anticipated costs of implementing each alternative, and analyze the Orr Centre’s existing revenue streams, facilities, and lease agreements, and make recommendations for improvement.
43. As further detailed in the Fourth Report, the Applicants determined that any consultant that was overly focused on the property management and real estate perspective would not address the potential value of the 33330 Property, and that the Applicants would also benefit from the advice of an experienced property developer.
44. The Applicants advised that since being retained, North Ridge’s efforts have focused on the following:

- a) Performing the necessary preliminary work, including facility walkthroughs, to implement a number of prospective approaches to improve the overall value of the Orr Centre, regardless of whether the ultimate strategy involved redevelopment, a sale, or some combination of the two;
  - b) Drafting potential site plans for redeveloping the 33330 Property based on the Catterall & Wright and Real Property Reports (further defined below);
  - c) Assessing whether the 33330 Property can be subdivided and rezoned;
  - d) Retaining appropriate professionals to provide property management analysis and remediation work at the Orr Centre; and
  - e) Reviewing and analyzing individual lease agreements between 33330 and the Orr Centre tenants to make recommendations for improving cash flows and reducing overall operating expenses.
45. As detailed in the December 16, 2016 Calyniuk Affidavit, North Ridge engaged Catterall & Wright Consulting Engineers (“**Catterall & Wright**”) to conduct a serviceability study on the 33330 Property to assess the existing infrastructure and determine the type of additional development the 33330 Property can accommodate. As detailed in the Calyniuk Affidavit, the Catterall & Wright report (the “**Catterall & Wright Report**”) concluded that there is capacity for further residential and commercial development on the 33330 Property.
46. In addition to the engagement of Catterall & Wright, North Ridge also engaged Webb Surveys (“**Webb**”), a land surveying and development consulting firm, to complete a real property report and sketch plan (the “**Real Property Report**”) and topographic map (the “**Map**”) for the 33330 Property. According to the Applicants, the Real Property Report and Map were necessary to validate any of the proposed development and/or subdivision options being considered by North Ridge.
47. As detailed in the Calyniuk Affidavit, North Ridge is of the opinion that the 33330 Property is not currently saleable for a reasonable price due to, among other things, the present zoning designation of the property. North Ridge is of the opinion that in order to maximize the

value of the 33330 Property, the property needs to be rezoned from its present “institutional use” designation. To facilitate this process, as detailed in the Calyniuk Affidavit, North Ridge engaged Catterall & Wright to complete the necessary engineering work required to be submitted to the City of Regina as part of the rezoning application. The Applicants have advised that they are expecting the rezoning application to be submitted to the City of Regina in mid-June 2017, and that the rezoning process could take between six (6) to eight (8) months. The estimated costs of the rezoning application process have been included in the Updated Cash Flow.

48. The Applicants also advised that North Ridge met with the City of Regina’s Planning and Development Department (the “**Department**”) in mid-March 2017 to discuss subdivision and rezoning options for the 33330 Property, as well as the nature of potential redevelopment options and zoning to which the Department may be amenable. The Confidential Calyniuk Affidavit provides further information on the preferred zoning designations for the 33330 Property which, according to North Ridge, would immediately increase the bare land value of the property.
49. As detailed in the Calyniuk Affidavit, after an initial visit to the 33330 Property in March 2017, David Calyniuk visited the property a second time in April 2017 with a representative of Wright Construction Western Inc. (“**Wright Construction**”). North Ridge engaged Wright Construction to assess certain repair and demolition options at the Orr Centre and to provide pricing for any recommended work. As detailed above, certain repairs recommended by Wright Construction have already begun in the space leased by SALPN. As detailed in the Calyniuk Affidavit, North Ridge is recommending the demolition of the Connaught Dorm and the Lewvan Dorm (as defined therein), as these buildings are vacant, the rooms are not rentable in their current state, and substantial savings in annual property taxes would accrue to 33330 if the buildings were demolished. The Applicants believe that demolishing the buildings may enhance the value of the 33330 Property and have advised that certain of the existing tenants have indicated their support for the removal of the shuttered dormitory buildings. The Applicants have included certain of the repair and demolition costs in the Updated Cash Flow based on the quote provided by Wright Construction (attached as Exhibit D to the Calyniuk Affidavit).

50. As detailed in the Calyniuk Affidavit, North Ridge also engaged Welldone Mechanical (“**Welldone**”) to review the Orr Centre’s HVAC equipment and provide a quote for a preliminary assessment of the system. Welldone provided North Ridge with a proposal to test and assess various components of the HVAC system to determine repair needs (attached as Exhibit E to the Calyniuk Affidavit). At date of the Fifth Report, Welldone had completed their initial assessment and had identified a number of issues with the HVAC equipment, however, they have not yet provided North Ridge with a quote for the recommended repairs. The Applicants have included the costs for the initial assessment and estimated costs for certain expected repairs in the Updated Cash Flow based on discussions with Welldone and North Ridge.
51. As detailed in the Calyniuk Affidavit, North Ridge has also undertaken a comprehensive review of the existing tenant leases at the Orr Centre in order to compile a current rent roll, understand the individual tenant agreements, and draft a standardized net lease agreement to be used with new tenants. North Ridge continues to look for new tenants to fill the vacancies at the Orr Centre and is presently in discussions with parties interested in leasing the racquetball courts.
52. As detailed in the Calyniuk Affidavit, North Ridge also analyzed the cost implications of engaging a third party property manager for the Orr Centre, and potentially reducing 33330’s payroll and other operating costs. As detailed in the Calyniuk Affidavit, the concept of a third party property manager was supported by both the Orr Centre tenants and Affinity.
53. As detailed in the Orr Affidavit, the Applicants retained CIR Commercial Realty Inc. (“**Colliers**”) as property manager of the Orr Center. With the engagement of Colliers, the Applicants believe that they can reduce operating costs, improve operational efficiencies, and provide a better service to their existing and future tenants. The Applicants will transition the day-to-day operations of the Orr Centre to Colliers on June 1, 2017, and will reduce staff at the Orr Center immediately thereafter. North Ridge will continue as the Orr Centre Owner’s Consultant providing advice to the Applicants in relation to leasing arrangements, remediation work, and capital improvements, and the Applicants do not

expect any duplication of work between North Ridge and Colliers. The costs associated with the engagement of Colliers and the reduction in staff costs have been included in the Updated Cash Flow. The agreement with Colliers is attached as Exhibit A to the Orr Affidavit.

54. As detailed in the Orr Affidavit, although John Orr will no longer be employed by 33330 subsequent to the engagement of Colliers, the Applicants have advised that John Orr is still a director of both 33330 and 825 and that he will continue to provide all general management necessary for the Companies, in addition to providing direction to the Companies' legal counsel and consultants as the CCAA proceedings continue.
55. The Applicants have also advised that they have begun discussions with McDougall Auction to assist with the liquidation of non-essential personal property and surplus materials located at the Orr Centre. The Applicants do not expect that the proceeds from the auction sale will exceed \$250,000 as authorized by paragraph 12(c) of the Initial Order, and Affinity is supportive of the auction. The Applicants have not included any proceeds from this expected liquidation in the Updated Cash Flow.
56. The Applicants' legal counsel advised that periodic updates with respect to the 33330 Property have been provided to Affinity, and that Affinity is supportive of the Applicants' activities since the retention of the Orr Centre Owner's Consultant.
57. As detailed in the Second and Fourth Reports, the Applicants have reported that they have the two Prince Albert Condominiums listed for sale, and that if sold, any equity realized therefrom will be utilized in these CCAA proceedings. As at the date of the Fifth Report, the two Prince Albert Condominiums have not yet been sold.

## **FEES AND DISBURSEMENTS OF THE MONITOR AND ITS LEGAL COUNSEL**

58. Professional fees and disbursements charged by the Monitor in relation to the administration of these proceedings for the period December 6, 2016 to May 14, 2017 were \$58,853 (excluding GST). A copy of the Monitor's account for this period is included in the Affidavit of Brent Warga sworn May 17, 2017 and is attached hereto as Exhibit "C".
59. Professional fees and disbursements charged by MLT Aikins (formerly MacPherson Leslie & Tyerman LLP) ("**MLT Aikins**"), independent legal counsel to the Monitor, for the period December 6, 2016 to May 14, 2017 were \$7,931 (excluding GST and PST). A copy of MLT Aikins' account for this period is included in the affidavit of Jeff Lee sworn May 17, 2017 and is attached hereto as Exhibit "D".

## **REQUEST FOR EXTENSION OF THESE PROCEEDINGS AND RECOMMENDATIONS**

60. Pursuant to the Order made herein on December 22, 2016, the current Stay Period expires on June 12, 2017. In order to facilitate restructuring efforts, the Companies are requesting an extension of the stay of proceedings to December 24, 2017. Management and its counsel have advised that this extension period will provide North Ridge with the time required to continue working with Dream and the City of Saskatoon in respect of the 825 Land, and will allow Dream the opportunity to complete all the Remaining Studies and submit the Final Willows Plan to the City of Saskatoon Council for approval. The extension will also provide the Applicants with the time required to initiate the rezoning application for the 33330 Property, continue with needed repairs and improvements at the Orr Centre, including the demolition of certain vacant dormitory buildings, and work with Colliers to improve tenant relationships and general operations at the Orr Centre. The Applicants believe that all activities will enhance stakeholder value and will provide the Applicants with time to further consider development of a plan of arrangement, which may potentially result in a Court approved sales process for certain of the assets of 33330 and 825.
61. As detailed in the First, Second, and Fourth Reports, the Monitor continues to be aware of its duty under Section 23(1)(h) of the CCAA, which states that, if the Monitor is of the

opinion that it would be more beneficial to the Applicants' creditors if proceedings in respect of the Applicants were taken under the BIA, it shall so advise the Court without delay after coming to that opinion. The Monitor has not come to such an opinion.

62. The Monitor is of the view that continuing the Applicants' restructuring under the CCAA proceedings holds the most realistic prospects to preserve the business as a going concern, to maximize and preserve value for stakeholders of the Companies, and to allow time for the Companies to develop a restructuring plan which offers the only opportunity for many of the stakeholders to achieve a recovery. Receivership or bankruptcy at this time would be extremely disruptive and costly and, in the view of the Monitor, would not advance the objectives described in this paragraph and would be counterproductive to the interest of the various stakeholders.
63. The Applicants are working diligently to manage their financial and operational restructuring. In accordance with the Updated Cash Flow, the Applicants are forecasting to be able to operate within the Secondary DIP Facility during the requested extension period.
64. The Applicants have advised that Firm Capital, Pa, and Affinity have not advanced any opposition to the requested extension of the Stay Period.
65. The Monitor is of the view that the Applicants have acted, and are acting, in good faith and with due diligence, and respectfully recommends that this Court approve an extension of the stay of proceedings to December 24, 2017.
66. The Monitor respectfully recommends that the Court approve the Secondary DIP Facility as it will enable the Applicants to continue to operate on an uninterrupted basis during these proceedings.
67. Additionally, John Orr has stated that reasonable prospects exist for the Companies to file a plan of arrangement under the CCAA and that it is the intention of the Applicants to do so. Based upon information presently available to it, the Monitor has no reason to take issue with these statements by John Orr.

68. The Monitor also respectfully requests that the Court provide an Order approving the Monitor's Fifth Report, the actions and conduct of the Monitor described therein, and the fees and disbursements of the Monitor and its legal counsel for the period December 6, 2016 to May 14, 2017.

All of which is respectfully submitted at Saskatoon, Saskatchewan, this 24<sup>th</sup> day of May 2017.

**DELOITTE RESTRUCTURING INC.**

In its capacity as Monitor of  
101133330 Saskatchewan Ltd. and  
101149825 Saskatchewan Ltd.,  
and not in its personal capacity.



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



**Exhibit A – Actual vs. Forecast Cash Flows for the Period December 12, 2016 to May 21, 2017**

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101133330 SASKATCHEWAN LTD. AND  
101149825 SASKATCHEWAN LTD.  
22-Week Forecast to Actual Cash Flows  
December 12, 2016 through May 21, 2017

Week Start Week End	Notes	Forecast	Actual	Forecast	Actual	Variance
		Week 23 15-May-17 21-May-17	Week 23 15-May-17 21-May-17	Total 12-Dec-16 21-May-17	Total 12-Dec-16 21-May-17	Actual vs. Forecast surplus/(shortfall)
<b>Receipts</b>						
DIP Proceeds		\$ -	\$ -	\$ -	\$ 980,000	\$ 980,000
Dormitory Rentals	(1)	-	-	7,175	8,262	1,087
GST Collections	(2)	-	-	5,750	-	(5,750)
Prince Albert Condo Income	(3)	-	-	13,800	12,191	(1,609)
Parking Income	(4)	-	-	2,750	-	(2,750)
Rental Income	(5)	-	5,450	441,654	438,891	(2,763)
<b>Total Receipts</b>		-	<b>5,450</b>	<b>471,129</b>	<b>1,439,344</b>	<b>968,215</b>
<b>Disbursements</b>						
825 Development Costs						
Dream Developments Pro Rata Cost Sharing	(6)	-	-	-	-	-
Owner's Representative	(7)	-	-	27,500	26,250	(1,250)
33330 Development Costs						
Renovations and Repairs	(8)	-	-	130,000	39,274	(90,726)
Property Manager / Agent Costs	(9)	-	-	52,500	55,122	2,622
Contingency	(10)	-	-	30,000	-	(30,000)
Subtotal		-	-	240,000	120,646	(119,354)
Operating Costs	(11)					
Appraisal Report		-	4,095	-	4,095	4,095
Bank Service Charges		-	-	985	1,830	845
Bookkeeping	(12)	-	-	37,500	-	(37,500)
City Taxes (Orr Centre)		-	-	43,520	43,520	-
City Taxes (Prince Albert Condos)		-	-	2,345	4,913	2,568
City Taxes (Willows Property)		-	-	-	3,740	3,740
Computer Internet		-	-	725	-	(725)
Event Staging		1,498	-	8,988	297	(8,691)
Garbage Disposal		-	-	855	2,124	1,269
GST Remittance	(13)	-	-	6,810	10,621	3,811
Insurance		1,800	844	33,300	28,513	(4,787)
Interest	(14)	-	-	140,000	133,463	(6,537)
Janitorial Supplies		-	-	4,295	1,600	(2,695)
Liquor Tax Remittance		-	-	4,500	-	(4,500)
Maintenance & Repair		1,000	-	11,000	28,873	17,873
Office / Miscellaneous		463	315	10,649	11,853	1,204
Payroll		-	-	146,773	105,785	(40,988)
Payroll Deductions (CRA)		-	5,016	70,345	51,380	(18,965)
Professional Fees (tax dispute)		-	-	-	4,483	4,483
PST Remittance		-	-	3,000	2,680	(320)
SaskEnergy		-	54	60,900	40,926	(19,974)
SaskPower		-	156	69,000	40,849	(28,151)
Security Contract		-	-	1,750	-	(1,750)
Snow Removal		-	-	30,000	-	(30,000)
Telephone		-	-	1,175	3,986	2,811
Television		-	-	3,105	540	(2,565)
Vehicle Expense		150	64	3,450	1,878	(1,572)
Water (City of Regina)		-	-	10,000	9,469	(531)
Workers Compensation		-	-	13,800	-	(13,800)
Subtotal		4,911	10,544	718,770	537,420	(181,350)
Restructuring Costs						
Professional Fees	(15)	10,000	14,788	310,000	231,933	(78,067)
DIP Charges		-	-	-	-	-
Interest	(16)	-	-	58,500	53,704	(4,796)
Subtotal		10,000	14,788	368,500	285,638	(82,862)
<b>Total Disbursements</b>		<b>14,911</b>	<b>25,332</b>	<b>1,327,270</b>	<b>943,703</b>	<b>(383,567)</b>
<b>Cash Surplus / (Deficit)</b>		<b>\$ (14,911)</b>	<b>\$ (19,882)</b>	<b>\$ (856,141)</b>	<b>\$ 495,641</b>	<b>\$ 1,351,782</b>
Consolidated Cash Balance (beginning of period)		\$ (520,626)	\$ 836,127	\$ 320,604	\$ 320,604	\$ -
Consolidated Cash Balance (end of period)		\$ (535,537)	\$ 816,245	\$ (535,537)	\$ 816,245	\$ 1,351,782

**Represented by Bank Balances:**

33330 CIBC Account (#21310)	53,897
33330 CIBC Account (#14519)	15,022
825 CIBC Account (#21817)	6,375
Affinity Credit Union Account	100
DIP Facility - McDougall Gauley LLP (In Trust)	740,941
<b>Total Cash Per Bank</b>	<b>816,245</b>

### Summary of Notes and Assumptions

- (1) Estimated rental revenues for existing dormitory rentals.
- (2) GST collections are based on 5% of rental income.
- (3) Prince Albert Condo revenue is based on a monthly rental agreement.
- (4) Parking revenue is based on monthly parking contracts/usage.
- (5) Rental revenue is based on long term and monthly tenancy agreements.
- (6) Estimated pro rata share of the development costs from partnering with Dream Developments to complete the 825 Land rezoning. The Owner's Representative has advised that the timing of when these costs will be incurred is uncertain as the convention that has developed is that all parties ultimately pay for their proportionate share of these costs after the development services agreement has been signed and matters are proceeding towards construction. Although the the Owner's Representative estimates that 825's share of these costs may approximate \$75,000, no amount has been included in the projection as the Owner's Representative does not expect any costs to be incurred prior to June 2017.
- (7) Costs associated with the engagement of the Owner's Representative that is assisting with facilitation of the 825 Land development.
- (8) Estimated costs associated with repairing roof top heating and ventilation units and other minor roof repairs.
- (9) Costs associated with the engagement of a Consultant to assist with determining the Orr Centre's servicing capacity, assessing subdivision and rezoning options, and reviewing the existing facilities, lease arrangements, and overall revenue streams to determine whether the existing property can be stabilized as an income generating asset.
- (10) Contingency reserve for unbudgeted development costs.
- (11) Operating expenses are based on historical operations and actual 2016 results. Disbursements exclude any deposits that could be required by the various service providers in order to continue servicing 101133330 Saskatchewan Ltd.
- (12) Estimated costs to engage a bookkeeper to assist with financial statement preparation and reporting.
- (13) GST remittance is net of GST collected and GST paid to suppliers.
- (14) Represents interest payments being made to Firm Capital Mortgage Fund Inc. in accordance with the terms of the June 13, 2016 Forbearance Agreement.
- (15) Estimated based on expenses already incurred and future expenses pertaining to professional services to be provided with respect to the December 22, 2016 extension hearing and ongoing monitoring and plan development.
- (16) In accordance with the DIP Facility Agreement dated August 12, 2016, the interest rate charged on the DIP Facility is 1.17% per month (14% per annum) on the balance outstanding. The entire \$1,000,000 DIP Facility (net of Facility Fee) was advanced to the Applicants on August 19, 2016 and the facility matures on January 31, 2017.

**Exhibit B – Updated Cash Flow Statement for the period May 22, 2017 to December 24, 2017**

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101133330 SASKATCHEWAN LTD. AND  
101149825 SASKATCHEWAN LTD.  
31-Week Cash Flow Projection  
May 22, 2017 through December 24, 2017

Week Start	Notes	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8	Week 9	Week 10	Week 11	Week 12	Week 13	Week 14	Week 15	Week 16	Week 17	Week 18	Week 19	
Week End		22-May-17	29-May-17	5-Jun-17	12-Jun-17	19-Jun-17	26-Jun-17	3-Jul-17	10-Jul-17	17-Jul-17	24-Jul-17	31-Jul-17	7-Aug-17	14-Aug-17	21-Aug-17	28-Aug-17	4-Sep-17	11-Sep-17	18-Sep-17	25-Sep-17	
<b>Receipts</b>																					
Dormitory Rentals	(1)	\$ -	\$ 1,435	\$ -	\$ -	\$ -	\$ 1,435	\$ -	\$ -	\$ -	\$ -	\$ 1,435	\$ -	\$ -	\$ -	\$ 1,435	\$ -	\$ -	\$ -	\$ 1,435	
Prince Albert Condo Income	(2)	-	2,300	-	-	-	2,300	-	-	-	-	2,300	-	-	-	2,300	-	-	-	2,300	
Rental Income	(3)	-	30,234	-	45,914	-	30,234	-	45,914	-	-	30,234	-	45,914	-	30,234	-	45,914	-	30,234	
<b>Total Receipts</b>		-	<b>33,969</b>	-	<b>45,914</b>	-	<b>33,969</b>	-	<b>45,914</b>	-	-	<b>33,969</b>	-	<b>45,914</b>	-	<b>33,969</b>	-	<b>45,914</b>	-	<b>33,969</b>	
<b>Disbursements</b>																					
825 Development Costs																					
Dream Developments Pro Rata Cost Sharing	(4)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Owner's Representative	(5)	-	5,500	-	-	-	5,500	-	-	-	-	5,500	-	-	-	5,500	-	-	-	5,500	
33330 Development Costs																					
Demolition Costs	(6)	-	-	-	-	-	-	-	-	-	-	68,000	-	-	-	68,000	-	-	-	24,000	
HVAC Costs	(7)	-	11,900	20,000	-	-	-	-	-	-	-	50,000	-	-	-	50,000	-	-	-	10,000	
Owner's Consultant Costs	(8)	-	10,500	-	-	-	10,500	-	-	-	-	10,500	-	-	-	10,500	-	-	-	10,500	
Renovations and Repairs	(9)	-	-	-	-	-	28,000	-	-	-	-	38,000	-	-	-	38,000	-	-	-	54,000	
Rezoning Costs	(10)	-	-	-	-	-	25,000	-	-	-	-	5,000	-	-	-	5,000	-	-	-	-	
Contingency	(11)	-	5,000	-	-	-	5,000	-	-	-	-	5,000	-	-	-	5,000	-	-	-	5,000	
<b>Subtotal</b>		-	<b>32,900</b>	<b>20,000</b>	-	-	<b>74,000</b>	-	-	-	-	<b>182,000</b>	-	-	-	<b>177,000</b>	-	-	-	<b>109,000</b>	
Operating Costs (12)																					
Management Fees		-	4,000	-	-	-	4,000	-	-	-	-	4,000	-	-	-	4,000	-	-	-	4,000	
Property Insurance		-	4,500	-	800	-	4,500	-	800	-	-	4,500	-	800	-	4,500	-	800	-	4,500	
Property Taxes		-	8,704	-	-	-	8,704	-	-	-	-	8,704	-	-	-	8,704	-	-	-	8,704	
Utilities - Electrical		-	11,500	-	-	-	11,500	-	-	-	-	11,500	-	-	-	11,500	-	-	-	11,500	
Utilities - Gas/Heat		-	10,150	-	-	-	10,150	-	-	-	-	10,150	-	-	-	10,150	-	-	-	10,150	
Utilities - Water/Sewer		-	2,000	-	-	-	2,000	-	-	-	-	2,000	-	-	-	2,000	-	-	-	2,000	
Wages & Benefits		13,343	-	13,343	-	2,400	-	2,400	-	2,400	-	2,400	-	2,400	-	2,400	-	2,400	-	2,400	
Payroll Deductions (CRA)		6,395	-	6,395	-	800	-	800	-	800	-	800	-	800	-	800	-	800	-	800	
Repairs and Maintenance		-	700	250	4,686	-	700	-	296	-	700	-	1,296	-	700	-	2,546	-	700	-	
Cleaning		-	2,500	-	-	-	1,500	-	-	-	1,500	-	-	-	1,500	-	1,000	-	-	1,500	
Office Expenses		-	195	-	-	-	195	-	-	-	195	-	-	-	195	-	-	-	-	195	
Contract Services		-	1,571	-	3,000	-	1,571	-	1,500	-	1,571	-	1,500	-	3,571	-	1,500	-	1,500	1,571	
<b>Subtotal</b>		<b>19,738</b>	<b>45,820</b>	<b>19,988</b>	<b>8,486</b>	<b>3,200</b>	<b>44,820</b>	<b>3,200</b>	<b>2,300</b>	<b>3,496</b>	-	<b>48,020</b>	-	<b>6,796</b>	-	<b>50,020</b>	-	<b>9,046</b>	-	<b>48,020</b>	
Other Costs (13)																					
Bank Service Charges		-	200	-	-	-	200	-	-	-	-	200	-	-	-	200	-	-	-	200	
Contract Wages	(14)	-	-	-	-	-	5,000	-	-	-	-	5,000	-	-	-	5,000	-	-	-	5,000	
City Taxes (Prince Albert Condos)		-	470	-	-	-	470	-	-	-	-	470	-	-	-	470	-	-	-	470	
Computer Internet		-	145	-	-	-	145	-	-	-	145	-	-	-	-	145	-	-	-	145	
GST Remittance	(15)	-	-	-	-	-	-	5,000	-	-	-	-	-	-	-	-	-	-	-	-	
Interest	(16)	-	28,000	-	-	-	28,000	-	-	-	-	28,000	-	-	-	28,000	-	-	-	28,000	
Television		620	-	-	-	620	-	-	-	620	-	-	-	620	-	-	-	-	620	-	
Vehicle Expense		150	150	150	75	75	75	75	75	75	75	75	75	75	75	75	75	75	75	75	
<b>Subtotal</b>		<b>770</b>	<b>28,965</b>	<b>150</b>	<b>75</b>	<b>695</b>	<b>33,890</b>	<b>5,075</b>	<b>75</b>	<b>695</b>	<b>220</b>	<b>33,745</b>	<b>75</b>	<b>695</b>	<b>75</b>	<b>33,890</b>	<b>75</b>	<b>695</b>	<b>75</b>	<b>33,890</b>	
Restructuring Costs																					
Professional Fees	(17)	125,000	25,000	10,000	10,000	10,000	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500	
DIP Charges		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
DIP Extension Fee	(18)	-	-	-	-	-	-	-	-	-	40,000	-	-	-	-	-	-	-	-	-	
Interest	(19)	-	12,000	-	-	-	12,000	-	-	-	-	12,000	-	-	-	12,000	-	-	-	12,000	
<b>Subtotal</b>		<b>125,000</b>	<b>37,000</b>	<b>10,000</b>	<b>10,000</b>	<b>10,000</b>	<b>19,500</b>	<b>7,500</b>	<b>7,500</b>	<b>7,500</b>	<b>47,500</b>	<b>19,500</b>	<b>7,500</b>	<b>7,500</b>	<b>7,500</b>	<b>19,500</b>	<b>7,500</b>	<b>7,500</b>	<b>7,500</b>	<b>19,500</b>	
<b>Total Disbursements</b>		<b>145,508</b>	<b>144,685</b>	<b>50,138</b>	<b>18,561</b>	<b>13,895</b>	<b>172,210</b>	<b>15,775</b>	<b>9,875</b>	<b>11,691</b>	<b>47,720</b>	<b>283,265</b>	<b>7,575</b>	<b>14,991</b>	<b>7,575</b>	<b>280,410</b>	<b>7,575</b>	<b>17,241</b>	<b>7,575</b>	<b>210,410</b>	
<b>Cash Surplus / (Deficit)</b>		<b>\$ (145,508)</b>	<b>\$ (110,716)</b>	<b>\$ (50,138)</b>	<b>\$ 27,353</b>	<b>\$ (13,895)</b>	<b>\$ (138,241)</b>	<b>\$ (15,775)</b>	<b>\$ 36,039</b>	<b>\$ (11,691)</b>	<b>\$ (47,720)</b>	<b>\$ (249,296)</b>	<b>\$ (7,575)</b>	<b>\$ 30,923</b>	<b>\$ (7,575)</b>	<b>\$ (246,441)</b>	<b>\$ (7,575)</b>	<b>\$ 28,673</b>	<b>\$ (7,575)</b>	<b>\$ (176,441)</b>	
Consolidated Cash Balance (beginning of period)		\$ 816,245	\$ 670,737	\$ 560,021	\$ 509,883	\$ 537,236	\$ 523,341	\$ 385,100	\$ 369,325	\$ 405,364	\$ 393,673	\$ 345,953	\$ 96,657	\$ 89,082	\$ 120,005	\$ 112,430	\$ (134,011)	\$ (141,586)	\$ (112,913)	\$ (120,488)	
Consolidated Cash Balance (end of period)		\$ 670,737	\$ 560,021	\$ 509,883	\$ 537,236	\$ 523,341	\$ 385,100	\$ 369,325	\$ 405,364	\$ 393,673	\$ 345,953	\$ 96,657	\$ 89,082	\$ 120,005	\$ 112,430	\$ (134,011)	\$ (141,586)	\$ (112,913)	\$ (120,488)	\$ (296,929)	

101133330 SASKATCHEWAN LTD. AND  
101149825 SASKATCHEWAN LTD.  
31-Week Cash Flow Projection  
May 22, 2017 through December 24, 2017

Week Start	Notes	Week 20	Week 21	Week 22	Week 23	Week 24	Week 25	Week 26	Week 27	Week 28	Week 29	Week 30	Week 31	Total
Week End		2-Oct-17	9-Oct-17	16-Oct-17	23-Oct-17	30-Oct-17	6-Nov-17	13-Nov-17	20-Nov-17	27-Nov-17	4-Dec-17	11-Dec-17	18-Dec-17	
		8-Oct-17	15-Oct-17	22-Oct-17	29-Oct-17	5-Nov-17	12-Nov-17	19-Nov-17	26-Nov-17	3-Dec-17	10-Dec-17	17-Dec-17	24-Dec-17	
<b>Receipts</b>														
Dormitory Rentals	(1)	\$ -	\$ -	\$ -	\$ -	\$ 1,435	\$ -	\$ -	\$ -	\$ 1,435	\$ -	\$ -	\$ -	\$ 10,045
Prince Albert Condo Income	(2)	-	-	-	-	2,300	-	-	-	2,300	-	-	-	16,100
Rental Income	(3)	-	45,914	-	-	30,234	-	45,914	-	30,234	-	45,914	-	533,036
<b>Total Receipts</b>		-	<b>45,914</b>	-	-	<b>33,969</b>	-	<b>45,914</b>	-	<b>33,969</b>	-	<b>45,914</b>	-	<b>559,181</b>
<b>Disbursements</b>														
825 Development Costs														
Dream Developments Pro Rata Cost Sharing	(4)	-	-	-	-	-	-	-	-	-	-	-	-	-
Owner's Representative	(5)	-	-	-	-	5,500	-	-	-	5,500	-	-	-	38,500
33330 Development Costs														
Demolition Costs	(6)	-	-	-	-	-	-	-	-	-	-	-	-	160,000
HVAC Costs	(7)	-	-	-	-	10,000	-	-	-	-	-	10,000	-	161,900
Owner's Consultant Costs	(8)	-	-	-	-	10,500	-	-	-	10,500	-	-	-	73,500
Renovations and Repairs	(9)	-	-	-	-	10,000	-	-	-	-	-	10,000	-	178,000
Rezoning Costs	(10)	-	-	-	-	-	-	-	-	-	-	-	-	30,000
Contingency	(11)	-	-	-	-	5,000	-	-	-	-	-	5,000	-	35,000
Subtotal		-	-	-	-	41,000	-	-	-	16,000	-	25,000	-	676,900
Operating Costs (12)														
Management Fees		-	-	-	-	4,000	-	-	-	4,000	-	-	-	28,000
Property Insurance		-	800	-	-	4,500	-	800	-	4,500	-	-	-	36,300
Property Taxes		-	-	-	-	8,704	-	-	-	8,704	-	-	-	60,928
Utilities - Electrical		-	-	-	-	11,500	-	-	-	11,500	-	-	-	80,500
Utilities - Gas/Heat		-	-	-	-	10,150	-	-	-	10,150	-	-	-	71,050
Utilities - Water/Sewer		-	-	-	-	2,000	-	-	-	2,000	-	-	-	14,000
Wages & Benefits		-	2,400	-	2,400	-	2,400	-	2,400	-	2,400	-	2,400	60,286
Payroll Deductions (CRA)		-	800	-	800	-	800	-	800	-	800	-	800	23,990
Repairs and Maintenance		-	296	-	-	700	-	296	-	700	-	546	-	15,112
Cleaning		-	-	-	-	1,500	-	-	-	1,500	-	-	-	12,500
Office Expenses		-	-	-	-	195	-	-	-	195	-	-	-	1,365
Contract Services		-	1,500	-	-	1,571	-	3,600	-	1,571	-	3,600	-	29,197
Subtotal		-	5,796	-	3,200	44,820	3,200	4,696	3,200	44,820	3,200	4,146	3,200	433,228
Other Costs (13)														
Bank Service Charges		-	-	-	-	200	-	-	-	200	-	-	-	1,400
Contract Wages	(14)	-	-	-	-	5,000	-	-	-	5,000	-	-	-	30,000
City Taxes (Prince Albert Condos)		-	-	-	-	470	-	-	-	470	-	-	-	3,290
Computer Internet		-	-	-	145	-	-	-	145	-	-	-	145	1,160
GST Remittance	(15)	5,000	-	-	-	-	-	-	-	-	-	-	-	10,000
Interest	(16)	-	-	-	-	28,000	-	-	-	28,000	-	-	-	196,000
Television		-	620	-	-	-	620	-	-	-	620	-	-	4,960
Vehicle Expense		75	75	75	75	75	75	75	75	75	75	75	75	2,550
Subtotal		5,075	695	75	220	33,745	695	75	220	33,745	695	75	220	249,360
Restructuring Costs														
Professional Fees	(17)	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500	375,000
DIP Charges		-	-	-	-	-	-	-	-	-	-	-	-	40,000
DIP Extension Fee	(18)	-	-	-	-	-	-	-	-	-	-	-	-	84,000
Interest	(19)	-	-	-	-	12,000	-	-	-	12,000	-	-	-	84,000
Subtotal		7,500	7,500	7,500	7,500	19,500	7,500	7,500	7,500	19,500	7,500	7,500	7,500	499,000
<b>Total Disbursements</b>		<b>12,575</b>	<b>13,991</b>	<b>7,575</b>	<b>10,920</b>	<b>139,065</b>	<b>11,395</b>	<b>12,271</b>	<b>10,920</b>	<b>114,065</b>	<b>11,395</b>	<b>36,721</b>	<b>10,920</b>	<b>1,858,488</b>
<b>Cash Surplus / (Deficit)</b>		<b>\$ (12,575)</b>	<b>\$ 31,923</b>	<b>\$ (7,575)</b>	<b>\$ (10,920)</b>	<b>\$ (105,096)</b>	<b>\$ (11,395)</b>	<b>\$ 33,643</b>	<b>\$ (10,920)</b>	<b>\$ (80,096)</b>	<b>\$ (11,395)</b>	<b>\$ 9,193</b>	<b>\$ (10,920)</b>	<b>\$ (1,299,307)</b>
Consolidated Cash Balance (beginning of period)		\$ (296,929)	\$ (309,504)	\$ (277,581)	\$ (285,156)	\$ (296,076)	\$ (401,172)	\$ (412,567)	\$ (378,924)	\$ (389,844)	\$ (469,940)	\$ (481,335)	\$ (472,142)	\$ 816,245
Consolidated Cash Balance (end of period)		\$ (309,504)	\$ (277,581)	\$ (285,156)	\$ (296,076)	\$ (401,172)	\$ (412,567)	\$ (378,924)	\$ (389,844)	\$ (469,940)	\$ (481,335)	\$ (472,142)	\$ (483,062)	\$ (483,062)



### Summary of Notes and Assumptions

- (1) Estimated rental revenues for new and existing dormitory rentals.
- (2) Prince Albert Condo revenue is based on a monthly rental agreements for both units.
- (3) Rental revenue is based on existing long term and monthly tenancy agreements.
- (4) Estimated pro rata share of the development costs from partnering with Dream Developments to complete the 825 Land rezoning. The Owner's Representative has advised that the timing of when these costs will be incurred is uncertain as the convention that has developed is that all parties ultimately pay for their proportionate share of these costs after the development services agreement has been signed and matters are proceeding towards construction. Although the the Owner's Representative estimates that 825's share of these costs may approximate \$75,000, no amount has been included in the projection as the Owner's Representative does not expect any costs to be incurred until early 2018.
- (5) Consulting costs associated with the engagement of the Owner's Representative that is assisting with facilitation of the 825 Land development.
- (6) Estimated costs associated with the demolition of certain shuttered dormitory buildings.
- (7) Estimated costs for certain immediate repairs, for the completion of an overall assessment of the HVAC equipment servicing the most critical areas of the Orr Centre, and for expected repairs to be identified from the assessment.
- (8) Costs associated with the engagement of a Consultant to assist with determining the Orr Centre's servicing capacity, assessing subdivision and rezoning options, and reviewing the existing facilities, lease arrangements, and overall revenue streams to determine whether the existing property can be stabilized as an income generating asset.
- (9) Estimated costs associated with replacing certain windows, removing and replacing drywall, and completing certain basement renovations to improve the spaces currently under lease.
- (10) Estimated costs provided by the Orr Centre Owner's Consultant for completion and submission of a rezoning application for the 33330 Property to the City of Regina.
- (11) Contingency reserve for unbudgeted development costs.
- (12) Operating costs have been budgeted by Colliers International who was engaged as property manager for the Orr Centre commencing June 1, 2017.
- (13) Operating costs are based on historical operations and actual 2016 results. Disbursements exclude any deposits that could be required by the various service providers in order to continue servicing 101133330 Saskatchewan Ltd.
- (14) Contract wages paid to John Orr.
- (15) GST remittance is net of GST collected and GST paid to suppliers.
- (16) Represents interest payments being made to Firm Capital Mortgage Fund Inc. in accordance with the terms of the June 13, 2016 Forbearance Agreement. The Forbearance Agreement expires on June 12, 2017, and the Applicants have been in discussions with Firm Capital Mortgage Fund Inc. as to terms for an extension.
- (17) Estimated based on expenses already incurred and future expenses pertaining to professional services to be provided with respect to the May 31, 2017 extension hearing and ongoing monitoring and plan development.
- (18) In accordance with the DIP Facility Agreement dated December 19, 2016, the DIP Facility (plus interest) is due July 31, 2017, subject to renewal on mutually satisfactory terms. The Applicants are currently in negotiations with the DIP Lender and expect that a 1-2% fee may be necessary to extend the term of the DIP Facility.
- (19) In accordance with the DIP Facility Agreement dated December 19, 2016, the interest rate charged on the DIP Facility is 1.05% per month (12.6% per annum) on the balance outstanding. The entire \$2,000,000 DIP Facility (net of Facility Fee) was advanced to the Applicants on February 17, 2017 and the facility matures on July 31, 2017.

**Exhibit C – Affidavit of Brent Warga sworn May 17, 2017**

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

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

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR  
ARRANGEMENT OF  
101133330 SASKATCHEWAN LTD. AND 101149825 SASKATCHEWAN LTD.,**

**APPLICANTS**

**AFFIDAVIT OF BRENT M. WARGA  
(Sworn May 17, 2017)**

I, BRENT M. WARGA, of the City of Winnipeg, in the Province of Manitoba, **MAKE OATH AND SAY:**

1. I am a Senior Vice-President of Deloitte Restructuring Inc. ("**Deloitte**"), the Court appointed Monitor of the Applicants (the "**Monitor**"). As such, I have knowledge of the matters hereinafter deposed to, except where stated to be on information and belief and were so stated I verily believe it to be true.

2. On May 20, 2016, the Applicants, 101133330 Saskatchewan Ltd. (“**33330**”) and 101149825 Saskatchewan Ltd. (“**825**”) (collectively the “**Applicants**” or the “**Companies**”), filed for and obtained protection under the *Companies’ Creditors Arrangement Act* (the “**CCAA**”). Pursuant to the Order of the Court of Queen’s Bench for Saskatchewan (the “**Court**”) dated May 20, 2016 (the “**Initial Order**”), restructuring proceedings previously commenced by the Applicants under Division I of Part III of the *Bankruptcy and Insolvency Act* (the “**BIA**”) were taken up and continued under the CCAA. Deloitte was appointed as the Monitor in the CCAA proceedings and a stay of proceedings was granted in favour of the Applicants. On June 13, 2016, the Court extended the stay of proceedings until August 31, 2016. On August 17, 2016, the Court extended the stay of proceedings until January 1, 2017. On December 22, 2016, the Court further extended the stay of proceedings until June 12, 2017.

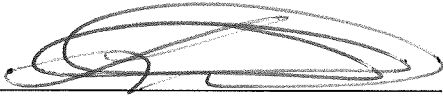
3. Attached hereto and marked as Exhibit “A” is a copy of the ninth through twelfth interim invoices rendered by the Monitor in respect of the period December 6, 2016 to May 14, 2017 and time details related thereto.

4. The invoices contain the fees (including details of the total hours of each of the members of Deloitte who acted on behalf of the Monitor in these proceedings), disbursements, and GST charged by Deloitte in these proceedings. The time details provide a description of the time spent by each staff person for the tasks fulfilled on each particular date.

5. Attached hereto and marked as Exhibit “B” is a schedule summarizing each invoice in Exhibit “A”, the total billable hours charged by invoice, the total fees charged per invoice, and the average hourly rate charged per invoice. The Monitor expended a total of 135.3 hours in connection with this matter during the period December 6, 2016 to May 14, 2017, giving rise to fees and disbursements totalling \$61,795.13, including GST.

6. To the best of my knowledge, Deloitte’s rates and disbursements are consistent with those in the market for these types of matters and the hourly billing rates charged by Deloitte are comparable to the rates charged by Deloitte for services rendered in similar proceedings.

SWORN before me in the City of Winnipeg,  
in the Province of Manitoba, on this 17th day  
of May, 2017.



A Commissioner for taking affidavits

Name: Todd Dew

A Commissioner for Oaths  
in and for the Province of Manitoba  
My Commission Expires March 18 20 19



BRENT M. WARGA

This is Exhibit "A" referred to in the  
affidavit of Brent M. Warga  
sworn before me, this 17th  
day of May, 2017



A Commissioner for Taking Affidavits

Todd News

A Commissioner for Oaths  
in and for the Province of Manitoba  
My Commission Expires March 18 20 19



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

Tel: (204) 942-0051  
Fax: (204) 947-2689  
www.deloitte.ca

101133330 Saskatchewan Ltd.  
101149825 Saskatchewan Ltd.  
**Attention: John Orr, President**  
4440 4th Avenue  
Regina, SK S4T 0H8

Date: January 3, 2017  
Invoice Number: 4244733  
Client/Mandate Number: 942357/1000001  
Billing Partner: B. Warga

GST Registration Number: 122893605

## Invoice

**Professional services rendered** in accordance with the CCAA proceedings for the period of December 6, 2016 to December 30, 2016:

	Hours		
• B. Warga - Partner	30.0	\$	14,250.00
• A. Bryk - Partner	1.1		522.50
• J. Fritz - Senior Manager	22.5		7,875.00
• C. Faria - Technician	2.4		240.00
• R. Brown - Technician	0.3		30.00
	56.3		22,917.50
		Our Fee	\$ 22,917.50
		GST @ 5%	1,145.88
		<b>Amount Payable (CAD)</b>	<b>\$ 24,063.38</b>

Remittance information on last page

Accounts shall be due and payable when rendered. Interest shall be calculated at a simple daily rate of 0.0493% (equivalent to 18% per annum). Interest shall be charged and payable at this rate on any part of an account which remains unpaid from thirty (30) days after the invoice date to the date on which the entire account is paid.

## Time Detail

Invoice No: 4244733

Date	Name	Hours	Amount	Narrative
12/6/2016	Fritz,John Robert	0.8	\$ 280.00	Review of Fourth Report sections.
12/6/2016	Warga,Brent M	5.0	2,375.00	Drafting Fourth Report; updates to projections; e-mail correspondence to McDougall re: court materials and abridgement of service timing.
12/7/2016	Warga,Brent M	3.5	1,662.50	Drafting of Fourth Report; review of e-mail correspondence with from I. Sutherland; call with Firm Capital re: 825 Land update.
12/8/2016	Fritz,John Robert	3.0	1,050.00	Review of Fourth Report, edits to affidavit and appendices, correspondence with John Orr.
12/8/2016	Warga,Brent M	3.5	1,662.50	Drafting of Fourth Report; review of Affidavit and exhibits for inclusion in Fourth Report; calls with M. Russell re: DIP terms and proposal to Staheli.
12/9/2016	Fritz,John Robert	1.0	350.00	Review and preparation of affidavit appendices.
12/9/2016	Warga,Brent M	2.5	1,187.50	Updates to cash projections; updates to forecast to actual analysis; updates to Fourth Report; review of various e-mail correspondence; draft e-mail correspondence to J. Orr for Staheli update; circulation of cash flow projections and forecast to actual to J. Orr and McDougall.
12/11/2016	Warga,Brent M	1.5	712.50	Updates to Fourth Report; updates to forecast to actual analysis; updates to projections; e-mail correspondence with J. Orr.
12/12/2016	Fritz,John Robert	4.0	1,400.00	Draft affidavit, Fourth Report schedule review.
12/12/2016	Warga,Brent M	1.0	475.00	Updates to Fourth Report; update Exhibits for Fourth Report; e-mail correspondence with J. Orr and I. Sutherland.
12/12/2016	Warga,Brent M	2.0	950.00	Fourth Report updates and review of Affidavits (Calyniuk and Orr).
12/12/2016	Faria,Cecilia	0.5	50.00	Create ticket, save to Source; post the Order Abridging the Time for Service - December 5, 2016.
12/13/2016	Fritz,John Robert	4.0	1,400.00	Fourth report, affidavit review, incorporation of changes, follow-up questions.
12/14/2016	Fritz,John Robert	2.0	700.00	Report finalization, internal review, correspondence with John Orr re: cash flows, correspondence with McDougall Gauley re: suggested edits to filing materials.
12/14/2016	Bryk,Adam A	0.8	380.00	QA review of the Fourth Report of the Monitor.
12/14/2016	Warga,Brent M	2.0	950.00	Finalization of Fourth Report; e-mail correspondence to J. Lee re: Report; e-mail correspondence to I. Sutherland re: report; e-mail correspondence to J. Orr re: cash flow projections.
12/15/2016	Fritz,John Robert	2.0	700.00	Preparation for Court hearing and Report items.
12/15/2016	Warga,Brent M	3.0	1,425.00	Review of Proposed DIP Term Sheet; Updates to Fourth Report; various correspondence with C. Frith , I. Sutherland, and J. Lee; review of final Orr and Calyniuk affidavits and draft order.
12/16/2016	Fritz,John Robert	3.0	1,050.00	Finalize Fourth Report, distribute, website posts.
12/16/2016	Warga,Brent M	1.5	712.50	Finalization of Fourth Report; e-mail correspondence to J. Lee re: same.
12/16/2016	Faria,Cecilia	1.0	100.00	Assign ticket in ServiceNow; save to Source; post 5 documents to website.
12/19/2016	Fritz,John Robert	2.2	770.00	Supplement to the Fourth Report, Applicant's brief of law.
12/19/2016	Bryk,Adam A	0.3	142.50	QA review of supplement to Fourth Report.
12/19/2016	Warga,Brent M	1.5	712.50	Discussions with J. Lee re: City of Regina Letter (Aug 16 Correspondence); Draft of Supplement to Fourth Report.
12/20/2016	Fritz,John Robert	0.4	140.00	Correspondence with Nicor Development Group, website update.
12/20/2016	Brown,Rose M	0.3	30.00	Update website documents.
12/20/2016	Warga,Brent M	1.0	475.00	Budget to Actual cash flow monitoring; review of bank details.
12/21/2016	Warga,Brent M	0.5	237.50	Updates to Budget to Actual monitoring; e-mail correspondence with J. Orr and Sam.
12/22/2016	Warga,Brent M	1.0	475.00	Prep for Court Hearing; attendance at hearing
12/23/2016	Warga,Brent M	0.5	237.50	Updates to website text and posting of Order.
12/23/2016	Faria,Cecilia	0.9	90.00	Post Order - Third Extension and DIP Facility #3 and update webpage text; create ticket; save to Source.
12/30/2016	Fritz,John Robert	0.1	35.00	Call with Affinity, confirmation of salaries.
<b>Total</b>		<b>56.3</b>	<b>\$ 22,917.50</b>	





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360 Main Street  
Suite 2300  
Winnipeg, MB R3C 3Z3

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**Attention: John Orr, President**  
**Via Email: johnorrsk@yahoo.ca**  
101133330 Saskatchewan Ltd.  
101149825 Saskatchewan Ltd.  
4440 4th Avenue  
Regina, SK S4T 0H8

Date: March 1, 2017  
Invoice Number: 4286372  
Client/Mandate Number: 942357/1000001  
Billing Partner: B. Warga

GST/HST Registration Number: 12289 3605

## Invoice

**Professional services rendered** in accordance with the CCAA proceedings for the period  
January 3, 2017 to February 24, 2017:

	<b>Hours</b>		
• B. Warga - Partner	18.9	\$	8,977.50
• J. Fritz - Senior Manager	1.5		487.50
	<hr/>		<hr/>
	20.4		9,465.00
			<hr/>
	Our Fee	\$	9,465.00
	GST @ 5%		473.25
			<hr/>
	<b>Amount Payable (CAD)</b>	<b>\$</b>	<b>9,938.25</b>

Remittance information on last page

Accounts shall be due and payable when rendered. Interest shall be calculated at a simple daily rate of 0.0493% (equivalent to 18% per annum). Interest shall be charged and payable at this rate on any part of an account which remains unpaid from thirty (30) days after the invoice date to the date on which the entire account is paid.

**Time Detail**  
**Invoice No: 4286372**

<b>Date</b>	<b>Name</b>	<b>Hours</b>	<b>Amount</b>	<b>Narrative</b>
1/3/2017	Fritz,John Robert	0.3	\$ 97.50	Finalization of time summaries for Monitors Report.
1/3/2017	Warga,Brent M	2.2	1,045.00	Updates to bank details; updates to budget-to-actual; updates to rolling forecast; e-mail correspondence with Sam and J. Orr.
1/5/2017	Fritz,John Robert	0.3	97.50	Call with Knight Archer Insurance, correspondence to John Orr and legal counsel.
1/9/2017	Warga,Brent M	2.2	1,045.00	Review of bank details; updates to forecast to actual monitoring; various e-mail correspondence with J. Orr and Sam; draft e-mail correspondence to Staheli re: monthly monitoring obligation.
1/12/2017	Fritz,John Robert	0.3	97.50	Orr Centre Insurance correspondence.
1/16/2017	Fritz,John Robert	0.1	32.50	Correspondence from McDougall Gauley re: Northridge's involvement with the Orr Centre.
1/16/2017	Warga,Brent M	1.5	712.50	Review of bank details, review of e-mail correspondence from I. Sutherland; updates to cash flow monitoring; e-mail correspondence to J. Orr and Sam.
1/17/2017	Fritz,John Robert	0.2	65.00	Insurance items and call with insurer.
1/17/2017	Warga,Brent M	1.0	475.00	Finalization of Staheli update; review of various e-mail correspondence from I. Sutherland re: DIP Facility; e-mail correspondence re: 825 Land Update to Firm Capital.
1/23/2017	Warga,Brent M	1.8	855.00	Review of bank details; updates to forecast to actual analysis; updates to rolling forecast; e-mail correspondence to J. Orr and Sam re: same.
1/31/2017	Warga,Brent M	1.8	855.00	Weekly monitoring (forecast to actual) and e-mail correspondence to J. Orr and Sam.
2/1/2017	Warga,Brent M	0.7	332.50	E-mail correspondence to M. Russell re: DIP tranche #3; e-mail correspondence to I. Sutherland re: invoice; review of Firm Capital e-mail correspondence.
2/3/2017	Fritz,John Robert	0.3	97.50	Correspondence with creditors.
2/6/2017	Warga,Brent M	2.0	950.00	Weekly monitoring; correspondence with J. Orr and Sam re: bank details.
2/13/2017	Warga,Brent M	1.4	665.00	Weekly cash flow monitoring; e-mails to J. Orr and Sam.
2/14/2017	Warga,Brent M	0.8	380.00	Updates to weekly cash flow monitoring; e-mail correspondence to J. Orr and Sam.
2/21/2017	Warga,Brent M	1.5	712.50	Updates to forecast to actual monitoring; review of bank details; e-mail correspondence with J. Orr and Sam.
2/22/2017	Warga,Brent M	1.3	617.50	Forecast to actual analysis; drafting of Staheli Update; e-mail correspondence with J. Orr.
2/24/2017	Warga,Brent M	0.7	332.50	E-mail correspondence with I. Sutherland and J. Orr; exchange of calls with J. Orr.
<b>Total</b>		<b>20.4</b>	<b>\$ 9,465.00</b>	



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

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

**Attention: John Orr, President**  
**Via Email: johnorrsk@yahoo.ca**  
101133330 Saskatchewan Ltd.  
101149825 Saskatchewan Ltd.  
4440 4th Avenue  
Regina, SK S4T 0H8

Date: April 24, 2017  
Invoice Number: 4340346  
Client/Mandate Number: 942357/1000001  
Billing Partner: B. Warga

GST/HST Registration Number: 12289 3605

## Invoice

**Professional services rendered** in accordance with the CCAA proceedings for the period  
February 27, 2017 to April 18, 2017:

- B. Warga - Partner
- J. Fritz - Senior Manager

	<b>Hours</b>		
	27.7	\$	13,157.50
	9.1		2,957.50
	36.8		16,115.00
		Our Fee	\$ 16,115.00
		GST @ 5%	805.75
		<b>Amount Payable (CAD)</b>	<b>\$ 16,920.75</b>

Remittance information on last page

Accounts shall be due and payable when rendered. Interest shall be calculated at a simple daily rate of 0.0493% (equivalent to 18% per annum). Interest shall be charged and payable at this rate on any part of an account which remains unpaid from thirty (30) days after the invoice date to the date on which the entire account is paid.

**Time Detail**  
**Invoice No: 4340346**

Date	Name	Hours	Amount	Narrative
2/27/2017	Warga,Brent M	1.9	\$ 902.50	Call with Affinity Credit Union re: Colliers e-mail (interested parties in Orr Centre) and J. Orr wage questions; review of bank details and updates to forecast-to-actual and projections; e-mail correspondence to J. Orr and Sam.
2/27/2017	Fritz,John Robert	0.6	195.00	Call with Affinity re: salary and Colliers items.
2/28/2017	Warga,Brent M	0.7	332.50	E-mail correspondence to J. Orr re: weekly monitoring; call with Colliers re: potential offer on Orr Centre.
2/28/2017	Fritz,John Robert	0.2	65.00	Discussion with Colliers and B. Warga re: Orr Centre interested parties.
3/1/2017	Warga,Brent M	0.6	285.00	E-mail correspondence with J. Orr; review of e-mail correspondence from J. Orr re: Affinity correspondence on Orr Centre.
3/1/2017	Fritz,John Robert	0.5	162.50	Disbursement review and follow-up correspondence to John Orr, call with John re: Affinity enquiry.
3/2/2017	Fritz,John Robert	0.6	195.00	Call with John Orr re: additional clarification for creditor enquiries. Calculation of expenses.
3/6/2017	Warga,Brent M	0.9	427.50	Review of bank details; updates to forecast to actual results; e-mail correspondence to Sam and J. Orr.
3/7/2017	Warga,Brent M	1.1	522.50	Review of various e-mail correspondence; call with J. Fritz re: Affinity request; updates to forecast to actual monitoring; e-mail to J. Orr and Sam.
3/7/2017	Fritz,John Robert	1.5	487.50	Call with Affinity, correspondence to/from John Orr and counsel, correspondence to Affinity re: monthly forecast to actual variance analysis.
3/13/2017	Warga,Brent M	0.7	332.50	Review of bank transactions; weekly forecast to actual monitoring; rollforward of financial projections; e-mail to Sam.
3/14/2017	Warga,Brent M	0.4	190.00	Finalization of weekly forecast to actual review; e-mail correspondence to J. Orr re: same and request for updates on 825 Land progress, Orr Centre subdivision, and Condo offers.
3/20/2017	Warga,Brent M	1.7	807.50	Review of forecast to actual results; draft e-mail correspondence to Staheli and Affinity; e-mail correspondence to J. Orr and Sam.
3/21/2017	Warga,Brent M	1.3	617.50	Forecast to actual update to Staheli and Affinity; e-mail correspondence with J. Orr and Sam.
3/22/2017	Warga,Brent M	1.7	807.50	Call with Firm Capital, McDougall, and North Ridge (825 Land Update); call with Affinity Credit Union re: 33330 Progress; call with C. Frith re: Affinity's information / meeting requests.
3/22/2017	Fritz,John Robert	1.5	487.50	Calls with Affinity and B. Warga, MLT Aikins and B. Warga re: costs and information.
3/23/2017	Warga,Brent M	0.8	380.00	Review of various e-mail correspondence; call with Affinity.
3/23/2017	Fritz,John Robert	0.3	97.50	Call with Affinity and B. Warga.
3/27/2017	Warga,Brent M	0.8	380.00	Forecast to actual review; review of bank details; e-mail correspondence with J. Orr and Sam.
3/28/2017	Warga,Brent M	0.5	237.50	Updates to forecast to actual monitoring; e-mail correspondence with J. Orr and Sam.
3/31/2017	Fritz,John Robert	0.2	65.00	Tennant correspondence review and email to John Orr and counsel.
4/3/2017	Warga,Brent M	1.1	522.50	Forecast to actual analysis; e-mail correspondence with J. Orr and Sam; e-mail correspondence with I. Sutherland.
4/4/2017	Warga,Brent M	0.9	427.50	Updates to weekly reporting; e-mail to J. Orr and Sam; call with McDougall and J. Orr.
4/4/2017	Fritz,John Robert	1.0	325.00	Call with McDougall Gauley, review of file matters.
4/5/2017	Warga,Brent M	0.1	47.50	Review of various e-mails re: meeting with Affinity.
4/6/2017	Warga,Brent M	2.6	1,235.00	Meeting with North Ridge, the Applicants, Affinity, and the Applicant's legal counsel re: progress at the Orr Centre.
4/6/2017	Fritz,John Robert	2.7	877.50	Call with McDougall Gauley, MLT Akins, Affinity Credit Union and Counsel, review of North Ridge documents.
4/10/2017	Warga,Brent M	1.1	522.50	Review of bank details; forecast to actual analysis; e-mail correspondence with Sam and J. Orr.
4/11/2017	Warga,Brent M	0.6	285.00	Updates to forecast to actual analysis; e-mail correspondence with J. Orr and Sam re: same.
4/13/2017	Warga,Brent M	0.6	285.00	Call with I. Sutherland re: file updates; e-mail correspondence with C. Frith re: Orr Centre P&L request.
4/14/2017	Warga,Brent M	2.1	997.50	Summarization of Orr Centre P&L for North Ridge; e-mail correspondence with McDougall Gauley, Sam, and J. Orr.
4/16/2017	Warga,Brent M	1.1	522.50	Review and summarization of weekly tenancy payments for North Ridge (re: Orr Centre P&L).
4/17/2017	Warga,Brent M	3.1	1,472.50	Review of bank details; e-mail correspondence with Sam re: bank details and bank access; e-mails with North Ridge re: requested tenancy details; draft update to Staheli/Affinity; e-mail correspondence with C. Frith, J. Orr and Sam.
4/18/2017	Warga,Brent M	1.3	617.50	Updates to Orr Centre P&L; e-mail correspondence with North Ridge, J. Orr, and Sam.
<b>Total</b>		<b>36.8</b>	<b>\$ 16,115.00</b>	



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

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

**Attention: John Orr, President**  
**Via Email: johnorrsk@yahoo.ca**  
101133330 Saskatchewan Ltd.  
101149825 Saskatchewan Ltd.  
4440 4th Avenue  
Regina, SK S4T 0H8

Date: May 15, 2017  
Invoice Number: 4373464  
Client/Mandate Number: 942357/1000001  
Billing Partner: B. Warga

GST/HST Registration Number: 12289 3605

## Invoice

<b>Professional services rendered</b> in accordance with the CCAA proceedings for the period April 19, 2017 to May 14, 2017:		
	<b>Hours</b>	
• B. Warga - Partner	21.8	10,355.00
	21.8	10,355.00
	Our Fee \$	10,355.00
	GST @ 5%	517.75
<b>Amount Payable (CAD)</b>		<b>\$ 10,872.75</b>

Remittance information on last page

Accounts shall be due and payable when rendered. Interest shall be calculated at a simple daily rate of 0.0493% (equivalent to 18% per annum). Interest shall be charged and payable at this rate on any part of an account which remains unpaid from thirty (30) days after the invoice date to the date on which the entire account is paid.

## Time Detail

Invoice No: 4373464

Date	Name	Hours	Amount	Narrative
4/19/2017	Warga,Brent M	0.8	\$ 380.00	Finalization of e-mail update to Staheli and Affinity.
4/24/2017	Warga,Brent M	0.8	380.00	Review of bank details; e-mail correspondence to Sam and J. Orr re: same; updates to weekly forecast to actual monitoring.
4/25/2017	Warga,Brent M	0.5	237.50	Call with Affinity; e-mail correspondence with/to D. Calyniuk and I. Sutherland re: Orr Centre property manager.
4/25/2017	Warga,Brent M	0.8	380.00	Updates to weekly forecast to actual monitoring; e-mail correspondence with Sam and J. Orr; e-mail correspondence with Affinity and C. Frith re: Orr Centre Property Manager.
4/28/2017	Warga,Brent M	2.3	1,092.50	Call with Affinity, North Ridge, and the Applicants re: status of Orr Centre and go forward strategy; draft of cash flow projection re: court hearing.
5/1/2017	Warga,Brent M	2.1	997.50	Forecast to actual monitoring; e-mail correspondence to Sam/John; review of cash flow forecast updated by D. Calyniuk; e-mail to J. Orr re: cash flow forecast updates; call with J. Lee re: file matters; call with J. Lee and I Sutherland re: file matters.
5/3/2017	Warga,Brent M	1.8	855.00	E-mail correspondence with J. Orr re: cash flows and forecast to actual updates; drafting Fifth Report; e-mail correspondence with I. Sutherland and J. Lee.
5/6/2017	Warga,Brent M	5.3	2,517.50	Drafting of Fifth Report.
5/8/2017	Warga,Brent M	1.9	902.50	Forecast to actual updates; e-mail correspondence with J. Orr re: cash flows; call with C. Frith re: engagement of North Ridge.
5/9/2017	Warga,Brent M	1.6	760.00	Call with C. Frith re: estate matters (letter from Church, affidavits, DIP, cash flows, Firm Capital, etc.)
5/12/2017	Warga,Brent M	0.6	285.00	Initial review of cash flows; e-mail correspondence with C. Frith re: same
5/13/2017	Warga,Brent M	3.3	1,567.50	Updates to forecast to actual reporting; review of bank details; updates to projections; Drafting of Fifth Report; e-mail correspondence to C. Frith re: Cash Flow Projections.
<b>Total</b>		<b>21.8</b>	<b>\$ 10,355.00</b>	

This is Exhibit "B" referred to in the  
affidavit of Brent M. Warga  
sworn before me, this 17th  
day of May, 2017



A Commissioner for Taking Affidavits

Todd Dew

A Commissioner for Oaths  
in and for the Province of Manitoba  
My Commission Expires March 18 20 19

# EXHIBIT B

## Monitor's Invoice and Time Summary for the period of December 6, 2016 to May 14, 2017

Invoice #	Date	Fees	Disbursements	GST	Total	Hours	Average Rate
4244733	1/3/2017	\$ 22,917.50	\$ -	\$ 1,145.88	\$ 24,063.38	56.3	407.06
4286372	1/5/2017	9,465.00	-	473.25	\$ 9,938.25	20.4	463.97
4340346	4/24/2017	16,115.00	-	805.75	\$ 16,920.75	36.8	437.91
4373464	5/15/2017	10,355.00	-	517.75	\$ 10,872.75	21.8	475.00
<b>Total</b>		<b>\$ 58,852.50</b>	<b>\$ -</b>	<b>\$ 2,942.63</b>	<b>\$ 61,795.13</b>	<b>135.3</b>	<b>\$ 434.98</b>



**Exhibit D – Affidavit of Jeff Lee sworn May 17, 2017**

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COURT FILE NUMBER            Q.B. 643 of 2016  
COURT                            QUEEN'S BENCH FOR SASKATCHEWAN IN  
  BANKRUPTCY AND INSOLVENCY  
JUDICIAL CENTRE                SASKATOON  
APPLICANTS                      101133330 SASKATCHEWAN LTD. and  
  101149825 SASKATCHEWAN LTD.

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 101133330 SASKATCHEWAN LTD AND 101149825 SASKATCHEWAN LTD.

**AFFIDAVIT OF JEFF LEE**  
**(Sworn May 17, 2017)**

I, JEFF LEE, of the City of Saskatoon, in the Province of Saskatchewan, **MAKE OATH AND SAY:**

1. I am a barrister and solicitor qualified to practice in the Province of Saskatchewan and am a Partner with the law firm of MLT Aikins LLP ("**MLT Aikins**"), and therefore have knowledge of the matters sworn to in this affidavit. Where this affidavit is based on information and belief, I have stated the source of that information and believe it to be true.

2. On May 20, 2016, the Applicants, 101133330 Saskatchewan Ltd. ("**33330**") and 101149825 Saskatchewan Ltd. ("**825**") (collectively the "**Applicants**" or the "**Companies**") filed for and obtained protection under the *Companies' Creditors Arrangement Act* (the "**CCAA**"). Pursuant to the Order of the Court of Queen's Bench for Saskatchewan (the "**Court**") dated May 20, 2016 (the "**Initial Order**"), restructuring proceedings previously commenced by the Applicants under Division I of Part III of the *Bankruptcy and Insolvency Act* (the "**BIA**") were taken up and continued under the CCAA. Deloitte Restructuring Inc. ("**Deloitte**") was appointed as the Monitor (the "**Monitor**") in the CCAA proceedings and a stay of proceedings was granted in favour of the Applicants. On June 13, 2016, the Court extended the stay of proceedings until August 31, 2016. On August 17, 2016, the Court

further extended the stay of proceedings until January 1, 2017. On December 22, 2016, the Court further extended the stay of proceedings until June 12, 2017. MLT Aikins are lawyers of record for Deloitte in its capacity as Monitor.

3. Attached and marked collectively as Exhibit "A" to this Affidavit are true copies of the ninth, tenth and eleventh interim invoices rendered by MLT Aikins in respect of the period from December 6, 2016 to May 14, 2017.

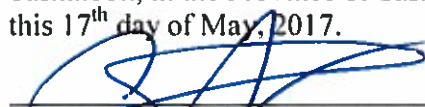
4. The invoices contain the fees (including details of the time spent by each staff person for the tasks fulfilled on each particular date), disbursements, GST and PST charged by MLT Aikins in these proceedings.

5. Attached and marked as Exhibit "B" is a schedule summarizing each invoice in Exhibit "A", the total billable hours charged by invoice, the total fees charged per invoice, and the average hourly rate charged per invoice. MLT Aikins expended a total of 12.0 hours in connection with this matter during the period from December 6, 2016 to May 14, 2017, giving rise to fees and disbursements totalling \$8,751.89, including GST and PST.


6. To the best of my knowledge, based upon my communications with senior insolvency lawyers from other Western Canadian law firms, MLT Aikins' rates and disbursements are consistent with those charged in the market for these types of matters. Further, the hourly billing rates charged by the MLT Aikins lawyers who have worked on this matter are the normal rates charged by such lawyers for services rendered in similar proceedings.

7. I swear this Affidavit for filing in a matter on which I intend to appear as counsel on the basis that the matters herein deposed to by me are mere formalities which are uncontroverted.


SWORN BEFORE ME at the City of )  
Saskatoon, in the Province of Saskatchewan, )  
this 17<sup>th</sup> day of May, 2017. )

  
A COMMISSIONER FOR OATHS for the  
Province of Saskatchewan.

My Commission expires:  
Sept. 30, 2021

  
JEFF LEE

This is Exhibit "A" referred to in the  
affidavit of Jeff Lee  
sworn before me, this 17th  
day of May, 2017



---

A Commissioner for Oaths in and for  
the Province of Saskatchewan

*My Commission expires: Sept. 30, 2021*



Western Canada's Law Firm

Accounting Department
1500 - 1874 Scarth Street
Regina, Saskatchewan
Canada S4P 4E9
T: (306) 347-8000
F: (306) 352-5250
W: www.mlt.com

For payments by electronic funds transfer, instructions are provided on the remittance copy of this invoice

GST # 121 975 544
BC PST # PST-1016-8828
SK PST # 1868751

Dec 31, 2016
Invoice #: 681234

STATEMENT OF ACCOUNT

Deloitte Restructuring Inc.
2300, 360 Main Street
Winnipeg, MB R3C 3Z3
Brent Warga

bwarga@deloitte.ca

RE: Restructuring of 101133330 Saskatchewan Ltd. and 101149825 Saskatchewan Ltd.
FILE: 056074-0009

TO PROFESSIONAL SERVICES RENDERED

Table with 4 columns: Date, Hours, Name, and Description of services. Includes entries for Dec 09/16, Dec 12/16, Dec 14/16, Dec 16/16, Dec 19/16, etc., detailing legal and accounting services provided by Jeffrey M. Lee.



Western Canada's Law Firm

Accounting Department  
1500 - 1874 Scarth Street  
Regina, Saskatchewan  
Canada S4P 4E9  
T: (306) 347-8000  
F: (306) 352-5250  
W: www.mlt.com

Page: 2  
Dec 31, 2016  
Invoice #: 681234

Dec 19/16	0.30	Lee, Jeffrey M.	Attending to prepare letter to Courthouse and Service List regarding Supplement to Fourth Report
Dec 19/16	0.10	Lee, Jeffrey M.	Revising draft letter to Courthouse
Dec 21/16	1.80	Lee, Jeffrey M.	Preparing oral submissions for December 22 court application
Dec 22/16	0.50	Lee, Jeffrey M.	Preparing oral submissions for court hearing
Dec 22/16	0.50	Lee, Jeffrey M.	Court appearance before Judge Meschishnick on stay extension application

Jeffrey M. Lee

6.20 Hours @ \$650.00 = \$4,030.00

TOTAL FEES: \$4,030.00

**DISBURSEMENTS**

Photocopying / Printing \$135.00

TOTAL DISBURSEMENTS: \$135.00



Western Canada's Law Firm

Accounting Department  
1500 - 1874 Scarth Street  
Regina, Saskatchewan  
Canada S4P 4E9  
T: (306) 347-8000  
F: (306) 352-5250  
W: www.mlt.com

Page: 3  
Dec 31, 2016  
Invoice #: 681234

**BILL SUMMARY**

Total Fees		\$4,030.00
SK PST		\$201.50
GST/HST		\$201.50
Total Disbursements		\$135.00
SK PST		\$0.00
GST/HST		<u>\$6.76</u>

**TOTAL AMOUNT DUE** **CDN Dollars** **\$4,574.76**

+PST TAXABLE DISBURSEMENT  
\*GST EXEMPT

**MacPherson Leslie & Tyerman LLP**

To the extent possible, we have made every effort to include fees and disbursements for the current billing period. In the event further fees or disbursements are incurred on your behalf, a subsequent account will be forwarded.

Interest at the rate of 14% per annum is added to all amounts overdue by 30 days or more.

For payments by electronic funds transfer, instructions are provided on  
the remittance copy of this invoice

GST # 121 975 544  
BC PST # PST-1016-8828  
SK PST # 1868751  
MB RST # 121975544MT0001Mar 15, 2017  
Invoice #: 690961

## STATEMENT OF ACCOUNT

Deloitte Restructuring Inc.  
2300, 360 Main Street  
Winnipeg, MB R3C 3Z3  
Brent Warga

bwarga@deloitte.ca

RE: Restructuring of 101133330 Saskatchewan Ltd. and 101149825 Saskatchewan Ltd.  
FILE: 056074-0009

### TO PROFESSIONAL SERVICES RENDERED

Jan 04/17	0.10	Lee, Jeffrey M.	Correspondence to B. Warga regarding file administration matters
Jan 16/17	0.10	Lee, Jeffrey M.	Reviewing correspondence from I. Sutherland to B. Warga regarding Affinity correspondence
Feb 16/17	0.10	Lee, Jeffrey M.	Reviewing correspondence from M.K. Anderson regarding Prince Albert property taxes and preparing correspondence to B. Warga
Feb 16/17	0.10	Olfert, Paul D.	Reviewing correspondence from counsel for Canadian Western Bank

Jeffrey M. Lee	0.30	Hours @	\$675.00 =	\$202.50
Paul D. Olfert	0.10	Hours @	\$285.00 =	\$28.50

TOTAL FEES: \$231.00

### DISBURSEMENTS

Photocopying / Printing \$7.25

TOTAL DISBURSEMENTS: \$7.25



Page: 2  
Mar 15, 2017  
Invoice #: 690961**BILL SUMMARY**

Total Fees		\$231.00
SK PST		\$11.55
GST/HST		\$11.55
Total Disbursements		\$7.25
SK PST		\$0.00
GST/HST		<u>\$0.37</u>

**TOTAL AMOUNT DUE****CDN Dollars**      **\$261.72**+PST TAXABLE DISBURSEMENT  
\*GST EXEMPT**MLT Aikins LLP**

To the extent possible, we have made every effort to include fees and disbursements for the current billing period. In the event further fees or disbursements are incurred on your behalf, a subsequent account will be forwarded.

Interest at the rate of 14% per annum is added to all amounts overdue by 30 days or more.

**For payments by electronic funds transfer, instructions are provided on  
the remittance copy of this invoice**

GST # 121 975 544  
BC PST # PST-1016-8828  
SK PST # 1868751  
MB RST # 121975544MT0001May 15, 2017  
Invoice #: 696671

## STATEMENT OF ACCOUNT

Deloitte Restructuring Inc.  
2300, 360 Main Street  
Winnipeg, MB R3C 3Z3  
Brent Warga

bwarga@deloitte.ca

RE: Restructuring of 101133330 Saskatchewan Ltd. and 101149825 Saskatchewan Ltd.  
FILE: 056074-0009

### TO PROFESSIONAL SERVICES RENDERED

Mar 08/17	0.10	Lee, Jeffrey M.	Reviewing report regarding North Ridge efforts on Regina property
Mar 30/17	0.10	Lee, Jeffrey M.	Reviewing status of Prince Albert condo properties
Mar 30/17	0.20	Olfert, Paul D.	Reviewing correspondence from B. Warga, J. Orr, and counsel for Canadian Western Bank
Mar 31/17	0.10	Olfert, Paul D.	Telephone attendance on counsel for Canadian Western Bank; correspondence to B. Warga and J. Orr
Apr 05/17	0.10	Lee, Jeffrey M.	Reviewing correspondence from B. Warga and preparing reply correspondence
Apr 06/17	1.20	Lee, Jeffrey M.	Attending conference call with North Ridge, J. Orr, Monitor and counsel
Apr 13/17	0.10	Lee, Jeffrey M.	Reviewing correspondence from I. Sutherland regarding proposed court date and preparing reply
Apr 28/17	0.10	Lee, Jeffrey M.	Reviewing correspondence from B. Warga regarding proposed conference call and preparing reply
Apr 28/17	1.20	Lee, Jeffrey M.	Attending conference call with Affinity Credit Union, B. Warga and McDougall Gauley
May 01/17	0.30	Lee, Jeffrey M.	Telephone attendance on B. Warga
May 01/17	0.20	Lee, Jeffrey M.	Telephone attendance on I. Sutherland regarding status of restructuring
May 01/17	0.10	Lee, Jeffrey M.	Correspondence to B. Warga regarding proposed conference call
May 01/17	0.10	Lee, Jeffrey M.	Reviewing correspondence from B. Warga and preparing reply correspondence

Page: 2  
May 15, 2017  
Invoice #: 696671

May 01/17	0.20	Lee, Jeffrey M.	Telephone attendance on B. Warga
May 01/17	0.30	Lee, Jeffrey M.	Attending conference call with B. Warga and I. Sutherland
May 02/17	0.10	Lee, Jeffrey M.	Reviewing correspondence from I. Sutherland to D. Gerecke regarding extension
May 02/17	0.10	Lee, Jeffrey M.	Reviewing correspondence from S. Joyce and preparing reply correspondence
May 02/17	0.10	Lee, Jeffrey M.	Reviewing correspondence from S. Joyce and preparing reply correspondence
May 03/17	0.10	Lee, Jeffrey M.	Reviewing correspondence from I. Sutherland regarding timelines for service of materials
May 03/17	0.10	Lee, Jeffrey M.	Reviewing correspondence from B. Warga regarding materials timelines and preparing reply
May 03/17	0.10	Lee, Jeffrey M.	Correspondence to I. Sutherland regarding abridged date for service
May 03/17	0.20	Lee, Jeffrey M.	Telephone attendance on S. Joyce and R. Sandbeck regarding status of CCAA proceedings
May 08/17	0.10	Lee, Jeffrey M.	Telephone attendance on B. Warga regarding status of property management
May 09/17	0.10	Lee, Jeffrey M.	Reviewing correspondence from G. Cooke of Affinity to C. Frith regarding Orr Centre

Jeffrey M. Lee  
Paul D. Olfert

5.10	Hours @	\$675.00 =	\$3,442.50
0.30	Hours @	\$285.00 =	\$85.50

TOTAL FEES: \$3,528.00

#### DISBURSEMENTS

TOTAL DISBURSEMENTS: \$0.00

Page: 3  
May 15, 2017  
Invoice #: 696671**BILL SUMMARY**

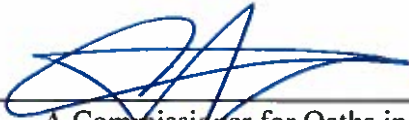
Total Fees		\$3,528.00
SK PST		\$211.01
GST/HST		\$176.40
Total Disbursements		\$0.00
SK PST		\$0.00
GST/HST		<u>\$0.00</u>

**TOTAL AMOUNT DUE****CDN Dollars      \$3,915.41**+PST TAXABLE DISBURSEMENT  
\*GST EXEMPT**MLT Aikins LLP**

To the extent possible, we have made every effort to include fees and disbursements for the current billing period. In the event further fees or disbursements are incurred on your behalf, a subsequent account will be forwarded.

Interest at the rate of 14% per annum is added to all amounts overdue by 30 days or more.

This is Exhibit "B" referred to in the  
affidavit of Jeff Lee  
sworn before me, this 17th day of May, 2017



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A Commissioner for Oaths in and  
For the Province of Saskatchewan

My Commission Expires: Sept. 30, 2021

## EXHIBIT B

**MLT's Invoice and Time Summary**  
for the period of December 6, 2016 to May 14, 2017

<b>Invoice #</b>	<b>Date</b>	<b>Fees</b>	<b>Disbursements</b>	<b>GST</b>	<b>PST</b>	<b>Total</b>	<b>Hours</b>	<b>Average Rate</b>
681234	12/31/2016	\$ 4,030.00	\$ 135.00	\$ 208.26	\$ 201.50	\$ 4,574.76	6.2	\$ 650.00
690961	3/15/2017	231.00	7.25	11.92	11.55	261.72	0.4	577.50
696671	5/15/2017	3,528.00	-	176.40	211.01	3,915.41	5.4	653.33
<b>Total</b>		<b>\$ 7,789.00</b>	<b>\$ 142.25</b>	<b>\$ 396.58</b>	<b>\$ 424.06</b>	<b>\$ 8,751.89</b>	<b>12.0</b>	<b>\$ 649.08</b>