

COURT FILE NUMBER Q.B. No. 1884 of 2019

COURT COURT OF QUEEN'S BENCH FOR SASKATCHEWAN

JUDICIAL CENTRE SASKATOON

PROCEEDINGS IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, RSC 1985, c.C-36, AS AMENDED (the "CCAA")

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF CONTOUR REALTY INC.

DOCUMENT **SEVENTEENTH REPORT OF THE MONITOR**

**June 15, 2021**

ADDRESS FOR SERVICE AND  
CONTACT INFORMATION OF  
PARTY FILING THIS  
DOCUMENT

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## **TABLE OF CONTENTS OF THE SEVENTEENTH REPORT OF THE MONITOR**

<b>INTRODUCTION .....</b>	<b>3</b>
<b>PURPOSE.....</b>	<b>5</b>
<b>TERMS OF REFERENCE AND DISCLAIMER .....</b>	<b>7</b>
<b>ACTIVITIES OF THE MONITOR.....</b>	<b>8</b>
<b>UPDATE ON THE MONITOR’S MARKETING AND SALES EFFORTS.....</b>	<b>9</b>
<b>PROPOSED REMAINING YORKTON PLANT AND LANDS AUCTION PROCESS .....</b>	<b>13</b>
<b>CASH FLOW RESULTS.....</b>	<b>16</b>
<b>CASH FLOW FORECAST .....</b>	<b>17</b>
<b>PROPOSED D&amp;O CLAIMS PROCESS.....</b>	<b>19</b>
<b>APPROVAL OF PROFESSIONAL FEES AND EXPENSES .....</b>	<b>23</b>
<b>MONITOR’S RECOMMENDATION .....</b>	<b>24</b>

## **LISTING OF APPENDICES TO THE SEVENTEENTH REPORT OF THE MONITOR**

<b>APPENDIX A</b>	<b>Redacted Virden Land PSA</b>
<b>APPENDIX B</b>	<b>Redacted Unsigned Yorkton Miscellaneous Land PSA</b>
<b>APPENDIX C</b>	<b>Redacted McDougall Auction Agreement</b>
<b>APPENDIX D</b>	<b>Claims Procedure Order</b>
<b>APPENDIX E</b>	<b>Monitor’s Fees and Disbursements</b>
<b>APPENDIX F</b>	<b>Monitor’s Counsel’s Fees and Disbursements</b>
<b>CONFIDENTIAL APPENDIX 1</b>	<b>Unredacted Virden Land PSA</b>
<b>CONFIDENTIAL APPENDIX 2</b>	<b>Unredacted Yorkton Miscellaneous Land PSA</b>
<b>CONFIDENTIAL APPENDIX 3</b>	<b>Contour Property Appraisals</b>
<b>CONFIDENTIAL APPENDIX 4</b>	<b>Unredacted McDougall Auction Agreement</b>

## INTRODUCTION

1. On January 8, 2020 (the “**Filing Date**”), upon the application of counsel for 101098672 Saskatchewan Ltd. (“**672**”), Morris Industries Ltd. (“**MIL**”), Morris Sales and Service Ltd. (“**MSS**”), Contour Realty Inc. (“**CRI**” or “**Contour**”) and Morris Industries (USA) Inc. (“**MUSA**”) (collectively, the “**Morris Group**”, the “**Applicants**”, the “**Company**” or the “**Companies**”), the Court of Queen’s Bench for Saskatchewan (the “**Court**”) made an order (the “**Initial Order**”) granting a stay of proceedings in respect of the Companies until January 16, 2020 pursuant to the *Companies’ Creditors Arrangement Act*, RSC 1985, c. C-36, as amended (the “**CCAA**”). The proceedings commenced under the CCAA by the Applicants are referred to herein as the “**CCAA Proceedings**”.
2. The Initial Order provided limited relief to the Applicants including (without limitation) an initial stay of proceedings (the “**Stay**”) in favour of the Applicants and their assets through to January 16, 2020, an administration charge (the “**Administration Charge**”) and a directors’ charge (the “**Directors’ Charge**”).
3. The Court appointed Alvarez & Marsal Canada Inc. as monitor (the “**Monitor**” or “**A&M**”) in the CCAA Proceedings.
4. On January 16, 2020, the Court granted an Amended and Restated Initial Order (the “**ARI Order**”) providing an extension of the Stay through to (and including) March 27, 2020, a claims process order (the “**Claims Procedure Order**”), a sales and investment solicitation process order (the “**SISP Order**”) and an interim lender’s charge (the “**Interim Lender’s Charge**”).
5. On February 16, 2020, as a result of the resignation or pending resignation of all of the directors of the Companies, the Court granted an order expanding the Monitor’s powers (the “**EMP Order**”), in order to (among other things), authorize and empower the Monitor to perform various activities on behalf of the Company, including entering into any contracts, collecting receipts and approving all disbursements on behalf of the Company.

Since the EMP Order, further Orders have been granted by this Honourable Court to, among other things, approve an auction; approve the activities and fees of the Monitor and its legal counsel for services rendered; increase the interim financing borrowings; amend the SISP; and extend the Stay.

6. On December 18, 2020, the Court granted an Order (the “**SLFP Sale Order**”) approving the transaction (the “**SFLP Transaction**”) contemplated in the executed revised asset purchase agreement (the “**Revised APA**”) between MIL and CRI (by and through the Monitor), on the one hand, and 102114983 Saskatchewan Ltd. (to be renamed “Morris Equipment Ltd.”) (the “**Purchaser**” or “**MEL**”) on the other, as well as approving the Letter of Understanding (“**LOU**”) dated November 30, 2020 between MIL and CRI (by and through the Monitor) and the Retail Wholesale and Department Store Union, Local 955 (the “**Union**”).
7. On March 5, 2021, the Court granted an Order (the “**MEL Sale Order**”) approving the transaction (the “**MEL Transaction**”) contemplated in the executed new asset purchase agreement dated March 2, 2021 (the “**New APA**”), which replaced the transaction contemplated in the Revised APA. The MEL Transaction closed on March 18, 2021 and a Monitor’s Certificate was filed with the Court confirming the same.
8. On March 26, 2021, the Court granted two Orders (the “**Partial Termination Order**” and “**Partial Extension Order**”) terminating the CCAA Proceedings in regard to 672, MIL, MSS and MUSA (the “**Dormant Companies**”) and extending the stay of proceedings in regard to Contour until July 30, 2021. Pursuant to the Partial Termination Order, the Monitor was fully discharged as Monitor in respect of the Dormant Companies once it has completed its remaining administrative duties, filed a Monitor’s Certificate with the Court and served the parties on the Service List.
9. Further, on March 26, 2021, the Court granted an order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3 (“**BIA**”), section 65(1) of the Queen’s Bench Act, 1998, SS 1998, c Q-1.01, and section 64(8) of the *Personal*

*Property Security Act*, 1993, SS 1993, c P-6.2 (the “**Receivership Order**”), appointing A&M as the court-appointed receiver (the “**Receiver**”), without security, of all of the assets, undertakings and properties of the Dormant Companies acquired for, or used in relation to the business carried on by the Dormant Companies, including all proceeds thereof (the “**Property**”). The appointment of the Receiver is to facilitate completion of various remaining duties of the Monitor with respect to distribution of proceeds (subject to court approval), evaluation of cost allocations and other matters (the “**Receivership Proceedings**”).

10. On March 26, 2021, a further order was granted by this Honourable Court adjudging the Dormant Companies bankrupt (“**Bankruptcy Order**”) and appointing A&M as Licensed Insolvency Trustee (the “**Trustee**”) of each of the Dormant Companies (the “**Bankruptcy Proceedings**”).
11. Further information regarding the CCAA Proceedings, including copies of the Initial Order, the Amended and Restated Initial Order, the Receivership Proceedings, the Bankruptcy Proceedings and other orders, application materials and reports of the Monitor are available on the Monitor’s website at: [www.alvarezandmarsal.com/morris](http://www.alvarezandmarsal.com/morris) (the “**Case Website**”).

## PURPOSE

12. The purpose of this seventeenth report (the “**Report**” or “**17<sup>th</sup> Report**”) is to provide this Honourable Court with information in respect of the following:
  - a) an update on the activities of the Monitor since the Sixteenth Report dated March 23, 2021 (the “**16<sup>th</sup> Report**”);
  - b) an update on the Monitor’s sales and marketing efforts respecting vacant land owned by Contour located in Virden Manitoba (the “**Virden Land**”) and real property (including buildings) owned by Contour located in Yorkton, Saskatchewan (the “**Yorkton Property**”);

- c) the Monitor’s application for a Sale Approval and Vesting Order (the “**Yorkton Miscellaneous Lands SAVO**”) respecting certain vacant lands in Yorkton, Saskatchewan owned by Contour (the “**Yorkton Miscellaneous Lands**) and a Sale Approval and Vesting Order for the Virden Land (the “**Virden Land SAVO**”);
- d) the Monitor’s proposed sales and marketing process for the remaining land and plant/facilities associated with the Yorkton Property by means of a proposed Auction and Liquidation Services Agreement (the “**Auction Agreement**”) between the Monitor and McDougall Auctioneers Ltd. (“**McDougall**”) dated June 14, 2021;
- e) a comparison of Contour’s actual cash receipts and disbursements to the cash flow forecast appended to the 16<sup>th</sup> Report of the Monitor (the “**1<sup>st</sup> Contour Cash Flow Forecast**”) for the period of March 13, 2021 to June 11, 2021;
- f) the cash flow forecast for Contour for the period of June 12, 2021 to September 30, 2021;
- g) the proposed directors and officers claims process (“**D&O Claims Process**”) and Claims Procedure Order (subsequently defined) proposed by the Monitor;
- h) the request for approval of the Monitor’s activities, actions and activities and the professional fees and costs of the Monitor and its legal counsel;
- i) the request for a further extension of the Stay of Proceedings in regard to Contour to September 30, 2021;
- j) the Monitor’s application for the sealing of Confidential Appendices 1 to 4 of this Report (the “**Sealing Order**”); and

- k) the recommendations of the Monitor in regard to the matters described above.
- 13. Capitalized words or terms not defined in this Report are as defined in the Initial Order, the Amended and Restated Initial Order, other orders granted by this Honourable Court and the prior reports (the “**Prior Reports**”) of the Monitor, as the case may be.
- 14. All references in this Report to dollars are in Canadian currency.

#### **TERMS OF REFERENCE AND DISCLAIMER**

- 15. In preparing this Report, A&M, in its capacity as Monitor, has been provided with and necessarily relied upon unaudited financial and other information supplied (the “**Information**”), and representations made to it, by certain senior management of the Morris Group (“**Management**”), the Applicants and certain external advisors or consultants of the Company. Except as otherwise described in this Report in respect of the Contour’s cash flow forecast:
  - a) the Monitor has reviewed the Information for reasonableness, internal consistency and use in the context in which it was provided. However, the Monitor has not audited or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would wholly or partially comply with Canadian Auditing Standards (“**CASs**”) pursuant to the Chartered Professional Accountants Canada Handbook (the “**CPA Handbook**”) and, accordingly, the Monitor expresses no opinion or other form of assurance contemplated under CASs in respect of the Information; and
  - b) some of the information referred to in this Report consists of forecasts and projections. An examination or review of the financial forecasts and projections, as outlined in the CPA Handbook, has not been performed.

16. Although this information has been subject to review, A&M has not conducted an audit nor otherwise attempted to verify the accuracy or completeness of any of the information prepared by Management, the Applicants or otherwise provided by the Companies. Accordingly, A&M expresses no opinion and does not provide any other form of assurance on the accuracy and/or completeness of any information contained in this report, or otherwise used to prepare this report.

## **ACTIVITIES OF THE MONITOR**

17. Since the 16<sup>th</sup> Report, the Monitor's activities have included (but have not been limited to) the following:
- a) completing the distribution of payments to all former employees who previously worked at the now closed Yorkton Plant, as contemplated by the Letter of Understanding (“**LOU**”) previously approved by this Court;
  - b) conducting ongoing discussions and communications with Service Canada with respect to the LOU and payments made by the Monitor to former employees from the COVID Hardship Fund (as more particularly described in the Twelfth Report);
  - c) submitting a property tax assessment appeal to the City of Yorkton with respect to its assessment of 2021 property taxes for the Yorkton Property;
  - d) transitioning various utilities contracts and insurance from MIL to Contour as a result of the termination of the CCAA Proceedings related to the Dormant Companies;
  - e) holding ongoing discussions with the Monitor's sales agent, Colliers International (“**Colliers**”), in respect of the marketing of the Yorkton Property and the Virden Land;



- f) holding ongoing discussions with Bank of Montreal (“**BMO**”) and Farm Credit Canada (“**FCC**”) in regard to the proposed sale of the Virden Land and the Yorkton Property;
- g) negotiating two purchase and sale agreements (discussed further below) that are subject to a requirement for court approval;
- h) establishing a revised sales process to select a suitable sales agent (auctioneer) to sell the Remaining Yorkton Plant and Lands (subsequently defined) and communicating with BMO and FCC on same;
- i) engaging the services of McDougall as proposed auctioneer to conduct a sale of the Remaining Yorkton Plant and Lands; and
- j) continuing ongoing communications with Contour’s stakeholders, and their respective legal counsel, including with the continuing involvement of the Monitor’s independent legal counsel, MLT Aikins LLP (“**MLTA**”).

## **UPDATE ON THE MONITOR’S MARKETING AND SALES EFFORTS**

### **Overview**

18. As previously reported in prior reports, in December of 2020, the Monitor engaged the services of Colliers to sell and market both the Virden Land and the Yorkton Property, including the Yorkton Miscellaneous Lands. As a result, Colliers has been actively marketing the Virden Lands and the Yorkton Property. Colliers’ marketing efforts have included (but have not been limited to) the following:
  - a) posting the property listing on Collier’s website, LinkedIn and other social media websites;
  - b) preparing a virtual tour of the Yorkton Property to facilitate viewing while COVID-19 restrictions are in place;

- c) sending email marketing to all brokerages and agents in Colliers' network; and
  - d) reaching out to various Saskatchewan government agencies and the City of Yorkton.
19. Over the past six months, the Monitor and its sales agent, Colliers, sought expressions of regarding a potential purchase of the Virden Land and the Yorkton Property, but did not receive significant interest in these properties. Subsequent to its delivery of the 16<sup>th</sup> Report dated March 23, 2021 the Monitor received an offer from an interested party to purchase the Virden Land. As a result, the Monitor negotiated and executed an acceptable Purchase & Sale Agreement for the Virden Property, which is subject to Court approval (the “**Virden Land PSA**”). In addition, the Monitor, with the assistance of Colliers, held various discussions with an interested party to purchase the Yorkton Miscellaneous Lands. This interested party has committed to purchasing the Yorkton Miscellaneous Lands and plans to sign a purchase and sale agreement for the purchase of the Yorkton Miscellaneous Land (the “**Yorkton Miscellaneous Land PSA**”) within the next few business days. The Virden Land PSA and the Yorkton Miscellaneous Land PSA are discussed in greater detail below.
20. Should this Honourable Court grant the Virden Land SAVO and the Yorkton Miscellaneous Land SAVO, there remain certain additional lands and facilities to sell as part of the Yorkton Property (the “**Remaining Yorkton Plant and Lands**”). In an attempt to generate renewed interest in the Remaining Yorkton Plant and Lands, the Monitor, in consultation with FCC and BMO, determined that an alternative strategy may be required to market and sell the Remaining Yorkton Plant and Lands (as opposed to continuing to sell under the traditional listing arrangement currently in place with Colliers). As a result, the Monitor recently sought proposals from three reputable auction companies for the auction sale of the Remaining Yorkton Plant and Lands. On June 4, 2021, based on the proposals received, the Monitor determined that the McDougall auction proposal was an acceptable proposal. The Monitor has therefore engaged the services of McDougall

as its proposed auctioneer, subject to Court approval (as more particularly discussed below).

21. The Monitor intends to terminate its existing listing agreement with Colliers. Should this Honourable Court approve both the Virden Land SAVO and the Yorkton Miscellaneous Lands SAVO and approve the engagement of McDougall, the Monitor then intends to terminate its existing listing agreement with Colliers.

#### **Virden Land PSA**

22. On May 25, 2021, the Monitor ( on behalf of Contour), executed the Virden Land PSA with NE20 Developments Ltd. (“NE20”). The Virden Land PSA is unconditional, save for a condition requiring Court approval. A copy of a redacted version of the Virden Land PSA is attached as Appendix A to this Report. An unredacted copy of the Virden Land PSA is attached as Confidential Appendix 1 to this Report, as discussed below.

#### **Yorkton Miscellaneous Land PSA**

23. The Monitor ( on behalf of Contour), plans to execute the Yorkton Miscellaneous Land PSA with the City of Yorkton (the “City”) within the next few business days. The Yorkton Miscellaneous Land PSA provides for the purchase by the City of two vacant bare land lots (#15 and #16), which are located adjacent to the Yorkton plant/facilities. The Yorkton Miscellaneous Land PSA is also unconditional, save for a condition requiring Court approval. A redacted, unsigned copy of the Yorkton Miscellaneous Land PSA is attached as Appendix B to this Report. An unredacted, unsigned copy of the Yorkton Miscellaneous Land PSA is attached as Confidential Appendix 2 to this Report, as discussed below.
24. Due to the confidential nature of the information contained in the Virden Land PSA and Yorkton Miscellaneous Land PSA, the Monitor is concerned that, if such information is disclosed to third parties prior to the closing of the sale transaction in respect of the Virden Land and the Yorkton Miscellaneous Land, such disclosure could potentially jeopardize the sale or; if the sale does not close (for whatever reason), such disclosure could potentially jeopardize subsequent efforts by the

Monitor to remarket the Virden Land and the Yorkton Miscellaneous Land. As a result, the Monitor respectfully recommends that this Honourable Court seal Confidential Appendices 1 to 3 to this Report in accordance with the proposed form of Sealing Order accompanying the Monitor's application. These Confidential Appendices contain unredacted copies of:

- a) the Virden Land PSA;
- b) the Yorkton Miscellaneous Land PSA; and
- c) an appraisal conducted by Colliers dated October 30, 2020 on the Virden Lands and an appraisal conducted by Brunsdon Lawrek & Associates dated November 16, 2020 on the Yorkton Property, including the Yorkton Miscellaneous Lands (collectively the **"Appraisals"**);

25. The Monitor has carefully considered the Virden Land PSA and the Yorkton Miscellaneous Land PSA. The Monitor respectfully recommends approval of the Virden PSA and the Yorkton Miscellaneous Land PSA and believes that such transactions are in the best interest of all stakeholders, for the following reasons:

- a) Contour, by and through the Monitor, is authorized to sell the Virden Land and the Yorkton Miscellaneous Land in accordance with paragraph 11(a) of the Amended and Restated Initial Order (subject to court approval);
- b) Contour, by and through the Monitor, has acted in good faith and with due diligence and has made significant efforts to obtain the best price for the Virden Lands and the Yorkton Miscellaneous Land (with the assistance of Colliers);
- c) a non-refundable deposit of 29% of the purchase price has been provided by NE20 in support of the Virden Land PSA and a non-refundable deposit of 23% of the purchase price will be provided by the City in support of the Yorkton Miscellaneous Land PSA in the next few business days;

- d) FCC and BMO, the secured lenders to Contour holding security in the Virden Lands and the Yorkton Miscellaneous Lands, have indicated that they are both supportive of these proposed transactions;
- e) the Virden Land PSA and the Yorkton Miscellaneous Land PSA were negotiated between parties at arm's length acting in good faith and is commercially reasonable;
- f) the Monitor is of the opinion that the sale of the Virden Land pursuant to the Virden Land PSA and the sale of the Yorkton Miscellaneous Land pursuant to the Yorkton Miscellaneous Land PSA will likely be more beneficial to the creditors of Contour than a sale or disposition under a bankruptcy; and
- g) having regard to the Appraisals, the length of time expended in marketing the Virden Lands and the Yorkton Miscellaneous Land through Collier's and the holding costs being incurred by Contour in regard to this real property, the Monitor is of the opinion that the offers submitted by NE20 (comprising the Virden Land PSA) and the City (comprising the Yorkton Miscellaneous Land PSA) are commercially reasonable "as is, where is" offers which represent the best possible outcome for the stakeholders of Contour which is available in the circumstances.

## **PROPOSED REMAINING YORKTON PLANT AND LANDS AUCTION PROCESS**

26. As discussed above, the sale and marketing process initiated by the Monitor (with the assistance of Colliers) did not attract significant interest in the Contour properties and, in particular, in the Remaining Yorkton Plant and Lands. Despite Collier's best efforts, the current sales process has not generated any offers on the Remaining Yorkton Plant and Lands. Given the uncertainty of securing a sale through the current sales process with Colliers, the Monitor, with the support of BMO and FCC, has determined that it would be appropriate to seek proposals

(**“Invitation for Offers”**) from interested auction companies for the marketing and auctioning of the Remaining Yorkton Plant and Lands in an attempt to maximize realizations for all creditors and stakeholders of Contour (the **“Proposed Auction Process”**).

### **Invitation for Offer Process**

27. During the week of May 17, 2021, the Monitor contacted three reputable auction companies with experience in selling commercial properties who had expressed an interest interesting in submitting an auction proposal to the Monitor (the **“Interested Parties”**).
28. The Monitor provided each of the Interested Parties with an information package (the **“Information Package”**), which included a recent property appraisal and Phase II Environmental Report. The Monitor requested the Interested Parties to submit their proposal offer (the **“Proposal Offer”**) to the Monitor on or before June 4, 2021 (the **“Bid Deadline”**).
29. In total, the Monitor received three Proposal Offers from each of the Interested Parties by the Bid Deadline and selected the proposal from McDougall (the **“McDougall Offer”**). On June 14, 2021, the Monitor entered into an Auction Agreement with McDougall. A copy of the redacted Auction Agreement is attached to this Report as Appendix C and an unredacted copy of the Auction Agreement is attached as Confidential Appendix 4 to this Report.
30. The main terms, conditions and timelines of the Auction Agreement are as follows:
  - a) reserved auction with reserve price of more particularly described in the Auction Agreement;
  - b) auction close date on August 25, 2021;
  - c) upon agreement to sell, the purchaser will be required to pay a 10% deposit with certified funds and \$5,000 buyers fees (plus applicable taxes) within 24 business hours; and

- d) any proposed sale of the Remaining Yorkton Plant and Lands is conditional upon the Monitor obtaining a Sale Approval and Vesting Order from this Honourable Court.

31. The Confidential Appendices contain confidential information of a commercial nature which, if disclosed to third parties prior to the closing of a sale, could potentially jeopardize the sale or; if the sale does not close (for whatever reason) could potentially jeopardize the value which could subsequently be obtained. Accordingly, the Monitor is respectfully of the view that it is appropriate that this Honourable Court grant a Sealing Order in relation to the Confidential Appendices.

#### **Monitor's Recommendation**

32. The Monitor respectfully recommends that the Auction Agreement should be approved by the Court, having regard to the facts that :

- a) the Auction Agreement contains “as is, where is” provisions and has no closing conditions other than Court approval;
- b) Contour, by and through the Monitor, is specifically authorized to engage Assistants, pursuant to section 5(c) of the Amended and Restated Initial Order;
- c) the acceptance of the Auction Agreement is commercially reasonable and provides the highest likelihood of realizations, while reducing risks and further operating costs;
- d) McDougall is a reputable auction firm with considerable experience in Saskatchewan real estate auctions. McDougall has toured and familiarized itself with the Remaining Yorkton Plant and Lands and is well positioned to maximize realizations of the Remaining Yorkton Plant and Lands; and
- e) the proposed reserve price sets the “floor” of any offer from interested buyers; and

- f) BMO and FCC, as the senior secured creditors, are supportive of the Monitor (on behalf of Contour) entering into the Auction Agreement.

33. Accordingly, the Monitor is applying to this Honourable Court to approve the Auction Agreement and to obtain a Sale Process Order authorizing the Monitor to proceed with the sales process outlined in the Auction Agreement. Should the Proposed Auction Process yield an offer to purchase, the Monitor will apply for a Sale Approval and Vesting Order from this Honourable Court in regard to any such proposed sale.

### CASH FLOW RESULTS

34. Contour's actual cash receipts and disbursements compared to the 1<sup>st</sup> Contour Cash Flow Forecast for the period from March 13, 2021 to June 11, 2021 (the "Reporting Period"), included in the 16<sup>th</sup> Report of the Monitor are summarized below:

<b>Contour Realty Inc.</b> <b>Cash Flow Variance Analysis</b> <b>For the period March 13, 2021 to June 11, 2021</b> <i>CAD\$, unaudited</i>			
	March 13, 2021 to June 11, 2021		
	Actual	Forecast	Variance (\$)
<b>Opening cash balance</b>	\$ 353	-	353
<b>Receipts</b>			
Transfer of Union settlement amounts	555,099	555,000	99
Transfer of MEL Transaction Funds	297,867	122,250	175,617
Rental income	-	-	-
Return of utilities deposits	-	-	-
Interest	-	-	-
<b>Total receipts</b>	<b>\$ 852,966</b>	<b>\$ 677,250</b>	<b>\$ 175,716</b>
<b>Disbursements</b>			
Union settlement	560,865	555,000	5,865
Property taxes	450	-	450
Utilities	105,228	53,500	51,728
Insurance	102,574	18,750	83,824
Sales process	10,000	10,000	-
Professional fees and costs	37,952	40,000	(2,048)
GST and PST paid	5,684	-	5,684
<b>Total disbursements</b>	<b>\$ 822,753</b>	<b>\$ 677,250</b>	<b>\$ 145,503</b>
<b>Net cash flow</b>	<b>\$ 30,566</b>	<b>\$ -</b>	<b>\$ 30,566</b>



35. Over the Reporting Period, Contour experienced a favourable cash flow variance of approximately \$31,000 as a result of various temporary differences, which primarily related to:
- a) collection of MEL Transaction Funds from the Receiver were approximately \$175,000 higher than forecast funding requirements for utilities and insurance costs;
  - b) utilities were approximately \$52,000 higher than forecast due to temporary differences with respect to refundable deposits required to set up new utilities accounts under Contour; and
  - c) insurance was \$83,000 higher than forecast due to the Monitor paying April to June insurance based on the previous program rates while the insurers calculated adjusted premiums. The anticipated premium return due to the Monitor is approximately \$122,000 and is reflected Second Contour Cash Flow Forecast (subsequently defined); and
36. The professional fees of the Monitor and its counsel, MLTA, for the period of March 27, 2021 to May 31, 2021 are included in the actual receipts and disbursements outline above.

#### **CASH FLOW FORECAST**

37. The table below provides a summary of the forecast receipts and disbursements to be collected and paid by the Monitor with respect to Contour during the period from June 12, 2021 to September 30, 2021 (the “**Second Contour Cash Flow Forecast**”). The information set out below excludes any assumptions of realizations and relates costs from the sale of the Yorkton Property or the Virden Land.

**Contour Realty Inc.****Forecast Receipts and Disbursements****For the period June 12, 2021 to September 30, 2021***CAD\$, unaudited***Forecast  
Jun 12/21 to  
Sep 30/21**

<b>Opening cash balance</b>	<b>\$ 30,566</b>
<b>Receipts</b>	
Transfer of MEL Transaction Funds	87,434
Insurance return premiums	122,000
Sale of assets (subject to Court approval)	-
<b>Total Receipts</b>	<b>\$ 209,434</b>
<b>Disbursements</b>	
Property taxes	98,000
Utilities	67,000
Professional fees and costs - A&M and MLT	65,000
Contingency	10,000
<b>Total Disbursements</b>	<b>\$ 240,000</b>
<b>Net cash flow (shortfall)</b>	<b>\$ -</b>

38. The Monitor's comments with respect to the Second Contour Cash Flow Forecast are as follows:

- a) Contour will collect approximately \$87,000 of the MEL Transaction Funds from the Receiver and \$122,000 in insurance return premiums in order to fund the CCAA Proceedings up to September 30, 2021;
- b) Total forecast disbursements of \$240,000 consist of:
  - i. a payment of \$98,000 to the City of Yorkton for 2021 property taxes related to the Yorkton Property;
  - ii. \$67,000 of utilities related to the Yorkton Property;
  - iii. \$65,000 of professional fees and costs related to selling the Yorkton Property and winding down the CCAA Proceedings; and
  - iv. A \$10,000 contingency amount for any unforeseen expenditures that may arise during the CCAA Proceedings.

39. The Second Contour Cash Flow Forecast is based on assumptions regarding future events provided by Management. Management advises that actual results will vary from the information presented even if the Cash Flow Assumptions occur, and the variations may be material. Accordingly, the Monitor expresses no assurance as to whether the Second Contour Cash Flow Forecast will be accurate. The Monitor expresses no opinion or other form of assurance with respect to the accuracy of any financial information presented in this 17<sup>th</sup> Report or relied upon by the Monitor in preparing this 17<sup>th</sup> Report

## **PROPOSED D&O CLAIMS PROCESS**

### **Overview**

40. Pursuant to the Partial Termination Order, the Administration Charge and the Director's Charge set out in the Initial Order are now attached solely to the real property owned by Contour (the "**Contour Real Property**"). As stated in the ARI Order, the Director's Charge shall not exceed an aggregate amount of \$175,000, as security for claims that may be asserted against one or more of Morris Group's directors and officers (the "**Directors and Officers**") that relate to claims for which such Directors and Officers are by law liable to pay in their capacity as Director or Officer of the Morris Group.
41. The Monitor wishes to achieve the removal of the Director's Charge attached to the Contour Real Property. Accordingly, the Monitor recommends establishing a D&O Claims Process for the identification and determination of all Directors and Officers claims arising against Morris Group in the CCAA Proceedings in the form of the proposed claims procedure order (the "**Claims Procedure Order**"). A copy of the proposed Claims Procedure Order is attached as Appendix D.
42. The proposed forms and notices for the D&O Claims Process are included in the schedules to the proposed Claims Procedure Order. In this section, all capitalized terms not defined elsewhere have the meaning ascribed to them in the Claims Procedure Order.

43. The following chart summarized the key steps and timelines in the proposed Claims Procedure Order:

Notices and Other Particulars	Applicable Dates/Timing
<b>1. Monitor's Website</b> Post on Monitor's Website a copy of: (a) the Claims Procedure Order, (b) the Notices to Creditors, (c) a blank Proof of Claim form, and (d) a blank Notice of Dispute form.	Within 2 business days following issuance of Claims Process Order
<b>2. Notice of Claims</b> Claim Package sent to each known Creditor with an Affected Claim evidenced by the books and records of the Companies.	Within 10 business days following issuance of Claims Process Order
<b>3. Newspaper Notice</b> Publication of Notice of Claims Process for (1) Business Day in the Saskatoon <i>Star-Phoenix</i> , the Regina <i>Leader-Post</i> , and the Winnipeg <i>Free Press</i>	Cause to be published within 5 business days following issuance of the Claims Process Order
<b>4. Claims Bar Date</b> Applies to all Affected Claims	July 30, 2021 at 4:00 p.m. Central Standard Time
<b>5. Adjudication of Claims</b> Monitor shall review all Proofs of Claim received on or before the Claims Bar Date, and if applicable, issue a Notice of Revision or Disallowance  If a Claimant wishes to dispute the Notice of Revision or Disallowance it must issue a Notice of Dispute	Following receipts of Proofs of Claim   No later than 10 calendar days after Notice of Revision or Disallowance was delivered.

### Affected Claims

44. As set out in greater detail in the proposed Claims Procedure Order, the Monitor, on behalf of Contour, is soliciting the following claims which relate to acts or omissions which may have occurred between the CCAA Filing Date (January 8, 2020) and the resignation date of all the Directors of the Companies (February 16, 2020):

- a) *D&O Claims*, which are (i) Claims that may be asserted against one or more Directors or Officers that relate to a Claim for which such Directors or Officers are by law liable to pay in their capacity as Directors or Officers; or (ii) any right or claim of any Person that may be asserted or made whole or in part against one or more Directors or Officers, in that capacity, (A) based in whole or in part on facts prior to the Claims Bar Date, or (B) related to a time period prior to the Claims Bar Date; and

- b) *D&O Indemnity Claims*, which are any existing or future rights of any Director or Officer against a Morris Group party, which arose or arises as a result of any Person filing a D&O Indemnity Proof of Claim in respect of such Director or Officer for which such Director or Officer is entitled to be indemnified by such a Morris Group party.
- 45. The Claims Procedure Order does not apply to any other Claim against Morris Group that may have arisen during the CCAA Proceedings (the “**Excluded Claims**”).

#### **Proposed Notice to Creditors to File Proofs of Claims**

- 46. Under the Claims Procedure Order, the Monitor shall, within ten (10) Business Days of the date of the proposed Claims Procedure Order, deliver a Claims Package to each known or possible Creditor who had or may have had a claim as a result of acts or omissions occurring between January 8, 2020 and February 16, 2020, as such Creditors may be identified by the Monitor.
- 47. A notice to Creditors (the “**Notice to Creditors**”) regarding the Claims Process is to be published in the *Saskatoon Star-Phoenix*, the *Regina Leader-Post* and the *Winnipeg Free Press* newspapers within five (5) Business Days of the date of the proposed Claims Procedure Order.
- 48. The Monitor shall, no later than two (2) Business Days following the making of the Claims Procedure Order, post copies of the Notice to Creditors, Proof of Claim Package and Claims Procedure Order on the Monitor’s website.

#### **Proposed Claims Bar Date**

- 49. The Monitor proposes that any Affected Creditor be required to file the applicable Proof of Claim form with the Monitor prior to 4:00 p.m. (Central Standard Time) on July 30, 2021 (the “**Claims Bar Date**”). The Monitor believes that a Claims Bar Date of July 30, 2021 is reasonable in that it provides sufficient time from the date of this Report for potential Claimants to evaluate and submit any Affected Claim which they may have on behalf of or against any one or more of the Directors and Officers.

50. The Monitor proposes that, if any Director or Officer seeks to assert a Directors and Officers indemnity claim (“**D&O Indemnity Claim**”), such Director or Officer be required to file a D&O Indemnity Proof of Claim with the Monitor within fifteen Business Days after the date of receipt of the applicable D&O Indemnity Proof of Claim by such Director or Officer. The Monitor believes that a period of fifteen days is a reasonable period for Directors or Officers to evaluate and submit any D&O Indemnity Claim which they may have in regard to the Director’s Charge.
51. Any Creditor that does not file its Claim with the Monitor on or before the Claims Bar Date, or such later date as this Honourable Court may otherwise order, will:
- a) have its Claim forever barred and extinguished, unless otherwise ordered by the Court;
  - b) not be able to attend or vote at any creditor’s meeting;
  - c) not be entitled to further notice of these proceedings; and
  - d) not be entitled to receive any distribution from Contour.
52. A Proof of Claim must be filed in respect to every Claim, regardless of whether or not a legal proceeding in respect of a Claim has been previously commenced. Each Person shall include any and all Claims in a single Proof of Claim.

### **Adjudication of Claims**

53. The Monitor shall review all Proofs of Claim received on or before the Claims Bar Date and shall accept, revise or reject each Claim. If the Monitor intends to revise or reject a Claim, the Monitor shall notify the Claimant who has delivered such Proof of Claim that such Claim as set out therein has been revised or rejected and the reasons therefor, by sending a Notice of Revision or Disallowance to the Claimant by no later than ten (10) Calendar Days after receipt of the Proof of Claim from the Claimant. Where the Monitor does not send a Notice of Revision or Disallowance to a Claimant by such date, the Applicants and the Monitor shall be deemed to have accepted such Claimant’s Claim in the amount set out in that Claimant’s Proof of Claim.

### **Proposed Process for Disputed Claims**

54. Any Claimant who intends to dispute a Notice of Revision or Disallowance will be required to deliver a completed Notice of Dispute to the Monitor no later than ten (10) Calendar Days from the date the Notice of Revision or Disallowance was delivered by the Monitor to the Claimant or such other date as may be agreed to by the Monitor in writing.
55. Where a Claimant that receives a Notice of Revision or Disallowance does not file a completed Notice of Dispute by the time set out in the Claims Procedure Order, such Claimant's Claim shall be deemed to be quantified as set out in the Notice of Revision or Disallowance.

#### **Monitor's Comments Regarding the Claims Process**

56. Based on the books and records of the Companies, it is the Monitor's expectation that there will not be any Affected Claims filed as a result of the proposed Claims Process.
57. The Monitor is of the view that the proposed Claims Process provides reasonable timelines for Claimants to file and prove claims on behalf of or against the Directors and Officers, for the Monitor to adjudicate the Claims and for the dispute resolution process to be carried out by the Monitor and ultimately, by this Honourable Court if any Claims cannot be resolved consensually.

#### **APPROVAL OF PROFESSIONAL FEES AND EXPENSES**

58. As previously reported, the Monitor sought and received approval from this Honourable Court of the professional fees of the Monitor and its legal counsel leading up to the Filing Date (January 8, 2020) and from the Filing Date to and including March 26, 2021.
59. The Monitor respectfully seeks further approval from this Honourable Court of the respective professional fees and disbursements of the Monitor and its legal counsel for the period of time from March 27, 2021 to May 31, 2021.
60. Professional fees and disbursements rendered by the Monitor from March 27, 2021 to May 31, 2021, total \$22,043.97 (exclusive of GST) (the "**Monitor's Fees and**

**Costs**”). The accounts will be made available upon request and are summarized in Appendix E to this Report.

61. Professional fees and disbursements rendered by MLT Aikins LLP, the Monitor’s counsel, from March 27, 2021 to May 31, 2021, total \$15,908.53 (exclusive of GST and PST) (the “**Monitor’s Counsel’s Fees and Costs**”). The accounts will be made available upon request and are summarized in Appendix F to this Report.
62. The accounts of the Monitor and its legal counsel outline the date of the work completed, the description of the work completed, the length of time taken to complete the work and the name of the individual who completed the work.
63. The Morris Group has paid the professional fees and costs of the Monitor and the Monitor’s legal counsel for the period of time from January 1, 2020 through to March 26, 2021.
64. Payment of the Monitor’s and the Monitor’s counsel’s professional fees and costs for the period March 27, 2021 to May 31, 2021 are reflected in the Contour actual cash flow receipts and disbursements discussed above.
65. The Monitor respectfully submits that its professional fees and disbursements and those of its legal counsel are fair and reasonable in the circumstances ( as outlined in this Report) and respectfully requests that this Court approve the Monitor’s Fees and Costs and the Monitor’s Counsel’s Fees and Costs.

## **MONITOR’S RECOMMENDATION**

66. The Monitor respectfully recommends that this Honourable Court:
  - a) approve the Virden Land SAVO;
  - b) approve the Yorkton Miscellaneous Land SAVO;
  - c) approve the Claims Procedure Order for the D&O Claims Process;
  - d) approve the Auction Agreement and grant the Sale Process Order;



- e) approve the Stay Extension Order for Contour from July 30, 2021 to September 30, 2021;
- f) approve the actual fees and disbursements of the Monitor and its legal counsel for the period from March 27, 2021 to May 31, 2021;
- g) approved the Monitor's actions, activities and conduct as described in this Report and in the previous sixteen reports filed by the Monitor in these CCAA Proceedings; and
- h) grant the sealing of Confidential Appendices 1 to 4 on the Court record.

All of which is respectfully submitted to this Honourable Court this 15<sup>th</sup> day of June 2021.

**ALVAREZ & MARSAL CANADA INC.,  
in its capacity as Monitor of Contour Realty Inc.  
and not in its personal or corporate capacity**



Per: \_\_\_\_\_  
Orest Konowalchuk, CPA, CA, CIRP, LIT  
Senior Vice President



Per: \_\_\_\_\_  
David Williams, CPA  
Manager

**Appendix A**  
**Redacted Virden PSA**

**Offer to Purchase Highway 83 and 7 Ave N RM of Wallace-Woodworth Virden,  
Manitoba**

(hereinafter referred to as the "Offer" or the "Agreement")

**TO: Contour Realty Inc., by and through its Court-appointed Monitor, Alvarez & Marsal  
Canada Inc.** (hereinafter called the "Vendor")

**FROM: NE20 Developments Ltd. and/or nominee** (hereinafter called the "Purchaser")

The Purchaser hereby offers and agrees to purchase through Colliers International (hereinafter referred to as the "Vendor's Agent"), the land and premises civically addressed as Highway 83 and 7 Ave N RM of Wallace-Woodworth Virden, Manitoba (and legally described as attached hereto in Schedule "B") hereinafter referred to as the "Property" on the following terms and conditions:

**1. Purchase Price.** The Purchase Price shall be [REDACTED] (the "Purchase Price") payable as follows:

(a) An initial deposit payable to the Vendor's solicitor, in [REDACTED]  
Trust within three (3) business days of the  
Vendor's acceptance of this Offer by certified  
cheque or wire

(b) A further deposit payable to the Vendor's solicitor, in [REDACTED]  
Trust by certified cheque or wire three (3)  
business days after the date on which all of the  
Purchaser's Conditions (as defined herein), if any,  
have been either satisfied or withdrawn

(c) A further payment plus or minus adjustments [REDACTED]  
(payable by solicitor's trust cheque or by certified  
cheque or wire) to the Vendor or its solicitor on or  
before the Closing Date (as hereinafter defined) [REDACTED]

**Total Purchase Price** [REDACTED]

If at the Closing Date any part of the Purchase Price is to be paid by the proceeds of a new mortgage to be arranged by the Purchaser the payment of such part may be delayed by the time reasonably necessary for registration of the mortgage in the Winnipeg Land Titles Office and for the registration to be reported to the mortgagee, and such part shall bear interest payable to the Vendor at the same rate as the mortgage until paid.

**2.** [Intentionally deleted.]

**3. Property Included in Purchase Price.** The Purchase Price shall include, if appropriate, all buildings situated in or upon all of the Property, along with the chattels set out in Schedule "C" hereto (the "Chattels", and collectively

with the Property, the "**Purchased Assets**"), excepting however all tenants' fixtures or chattels now upon the Property and belonging to any tenant (if any).

**4. Status of Vendor.** Alvarez & Marsal Canada Inc. is entering into this Offer solely in its capacity as the Monitor (the "**Monitor**") of the assets, undertakings and properties of Contour Realty Inc. (the "**Debtor**") pursuant to the Amended and Restated Initial Order granted by the Court of Queen's Bench for Saskatchewan (the "**Court**"), on January 26, 2020 pursuant to the *Companies' Creditors Arrangement Act* (and other orders in the same proceedings including the Order (Enhancement of Monitor's Powers) granted by the Court on February 18, 2020) and not in its personal or any other capacity, and the Monitor and its agents, officers, directors and employees shall have no personal or corporate liability under or as a result of the Agreement, or otherwise in connection herewith. Any claim against the Monitor shall be limited to and only enforceable against the property and assets then held by or available to it in its said capacity as Monitor of the Debtor and shall not apply to its personal property or any assets held by it in any other capacity. The term "Vendor" as used in this Offer shall have no inference or reference to the present registered owner of the Property and/or Chattels

**5. Approval and Vesting Order.** The Purchaser hereby acknowledges and agrees that the Offer and the contemplated sale of the Purchased Assets are subject to the condition that prior to the Closing Date, the Vendor shall have obtained an order of the Court approving the transaction of purchase and sale contemplated herein and vesting the Debtor's right, title and interest in the Purchased Assets (the "**Approval and Vesting Order**"). Upon the satisfaction or waiver of the Purchaser's conditions if any, the Vendor shall diligently pursue the Approval and Vesting Order and shall promptly notify the Purchaser of the disposition thereof. The Purchaser shall, at its own expense, promptly provide to the Vendor all such information and assistance within the Purchaser's power as the Vendor may reasonably require to obtain the Approval and Vesting Order. If the Court shall not have granted the Approval and Vesting Order on or before the date that is fifteen (15) days after the removal of the Purchaser's conditions, or any such alternate date as may be agreed to between the Vendor and the Purchaser, the Offer shall be automatically terminated and neither party shall have any further obligation to the other respecting the Offer. If the Court at any time declines to grant the Approval and Vesting Order, the Vendor may, at its option (but shall not be obligated to), pursue such right of appeal, if any, as is available or terminate this Offer by written notice to the Purchaser. The foregoing condition is inserted for the sole benefit of the Vendor and is incapable of waiver.

**6. No Registrations.** The Purchaser hereby covenants and agrees and it is a fundamental term of this Offer that it shall not register or cause to be registered this Offer, any notice or assignment thereof, any caution or any certificate of pending litigation against title to the Purchased Assets, the default of which shall entitle the Vendor to terminate the Offer and return the Deposits theretofore paid, without prejudice to any other rights and remedies which the Vendor may have pursuant to the Offer or at law. The Purchaser irrevocably appoints the Vendor as their agent and attorney in fact and in law to cause the removal of such notice of the Offer, any caution, certificate of pending litigation or any other document or instrument whatsoever from title to the Property.

7. **As is, Where is.** The Purchaser acknowledges and agrees with the Vendor that:

- (a) the Purchased Assets are being sold by the Vendor and purchased by the Purchaser on a strictly "as is, where is" basis without regard for its state of repair, location of structures, walls, retaining walls or fences (freestanding or otherwise) and subject to any judicial, municipal, or any other governmental by-laws, agreements, restrictions, or orders affecting or regarding its condition or use (including deficiency and other notices, work and other orders), as well as any registered restrictions, agreements, rights of way, easements, or covenants which run with the land;
- (b) no representations or warranties of any nature or kind have been made or will be made by the Vendor, or anyone acting on behalf of the Vendor, whether before or after the date of execution of this Offer, to or for the benefit of the Purchaser, including any which may be otherwise considered to be made under *The Sale of Goods Act* (Manitoba) which are expressly waived by the Purchaser;
- (c) without limiting the generality of this Section 7, no representations or warranties have been made or will be made by the Vendor, or anyone acting on behalf of the Vendor, to or for the benefit of the Purchaser as to future development of the Property, the suitability or status of the Property, or otherwise;
- (d) the Purchaser confirms that it is relying solely on its own due diligence, title searches, and other searches, inspections, and investigations in purchasing the Purchased Assets. Any documents, materials, or information provided by or on behalf of the Vendor or the Vendor's Agent, whether before the date of this Offer or after the date of this Offer, have been provided to the Purchaser solely to assist the Purchaser in undertaking its own due diligence, and neither the Vendor nor the Vendor's Agent have made, and are not making, any representations or warranties, implied or otherwise, to or for the benefit of the Purchaser as to the accuracy or completeness of such documents, materials and information. The Vendor shall not be liable for any inaccuracy, incompleteness, or subsequent changes to any such documents, materials, or information;
- (e) the Vendor shall not be responsible for any defects, including any latent or structural defects, which may have existed on the date of possession, and the Purchaser shall have no claim, cause of action or other right as against the Vendor (or its agents or representatives) with respect to the condition of the Purchased Assets; and
- (f) the Purchaser accepts any and all encroachments on or over the Property, and all encroachments by the Property over any other lands or interests in land including, without limitation, easements and utility

rights-of-way, and shall not hold the Vendor responsible with respect to same. The Purchaser hereby accepts the Property and the fact that it may not comply with the applicable zoning by-laws.

8. **Purchaser's Conditions.** This Offer shall be subject to the following conditions for the benefit of the Purchaser and shall be terminated unless these conditions are satisfied or waived by the time set out herein for completion:

- (a) the Purchaser shall have ten (10) Business days following acceptance of this Offer to obtain Solicitor's Approval of Form & Content;
- (b) the Purchaser shall have forty five (45) days following acceptance of this Offer to review and approve the title to the Property and ascertain that the Property and its uses, included proposed uses, complies or will comply with all building, zoning and use restrictions affecting the Property;
- (c) the Purchaser shall have forty five (45) days following acceptance of this Offer to commission, review, and approve a Phase 1 environmental report; and
- (d) the Purchaser shall have forty five (45) days following acceptance of this Offer to secure financing for the purchase of the Purchased Assets;
- (e) the Purchaser shall have the right, in its sole and absolute discretion, to extend the condition outlined in Paragraph 8.c) Feasibility Period for an additional thirty (30) days in the event the Purchaser determines, in its sole and absolute discretion, that additional due diligence on the property is required or that additional time is necessary to satisfy or waive ~~any of the the respective conditions to be satisfied or waived during the Feasibility Period.~~

(collectively, the "**Purchaser's Conditions**").

The foregoing conditions are conditions inserted herein exclusively for the benefit of the Purchaser as conditions precedent to the Purchaser's obligation to complete the purchase contemplated herein. If the Purchaser is not satisfied by the time each such condition is due, any one or more of the Purchaser's Conditions may be waived by the Purchaser at any time prior to the time it is due, and once all such conditions are satisfied or waived this Offer shall be amended to delete them accordingly. If any such condition is not satisfied or waived by the Purchaser on or before the date by which the condition is due, this Offer shall terminate and all Deposits paid by the Purchaser, and any interest earned thereon, shall be paid to the Purchaser. Notice of satisfaction or waiver shall be delivered in writing to the Vendor or the Vendor's broker.

9. **Vendor's Conditions.** This Offer shall be subject to the following conditions for the benefit of the Vendor and shall be terminated unless these

conditions are satisfied or waived by the time set out herein for completion:

- (a) the Vendor shall have ten (10) Business days following acceptance of this Offer to obtain Solicitor's Approval of Form & Content;
- (b) All representation and warranties of the Purchaser contained in this Agreement shall be true as of the Closing Time with the same effect as though made as of that time;
- (c) the Purchaser shall have performed and complied with all of the terms and conditions in this Agreement on its part to be to be performed by or complied with at or before the Closing Date; and
- (d) there shall be no action, litigation or proceedings pending or threatened or order issued by a court against either of the parties, or involving any of the Purchased Assets, for the purpose of enjoining, preventing or restraining the completion of the transaction contemplated by this Agreement;

~~(d)~~(e) the Purchaser shall provide to the Vendor all environmental reports commissioned by the Purchaser during the due diligence period.

(collectively the "Vendor's Conditions").

10. **Mutual Conditions.** The obligations of the Vendor and the Purchaser hereunder are subject to the satisfaction of, or compliance with, at or before the Closing Date, the following mutual conditions:

- (a) The Approval and Vesting Order shall have been made by the Court approving this Offer and the transaction and vesting in the Purchaser all the right, title and interest of the Debtor in and to the Purchased Assets free and clear of all Encumbrances other than Permitted Encumbrances;
- (b) the Approval and Vesting Order will not have been stayed, varied or vacated and no order will have been issued and no action or proceeding will be pending to restrain or prohibit the completion of the transactions herein contemplated; and
- (c) during the period between the entering into of this Offer and the Closing Date, no governmental authority shall have enacted, issued, or promulgated any order or law which has the effect of: (a) making any of the transactions contemplated by this Offer illegal; or (b) otherwise prohibiting, preventing or restraining the consummation of any of the transactions contemplated by this Offer.

The Parties hereto acknowledge that the foregoing conditions are for the mutual benefit of the Vendor and the Purchaser and may only be waived by both Parties.

11. **Monitor's Certificate.** When the conditions to Closing set out in

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Sections 8, 9 and 10, have been satisfied and/or waived by the Vendor and/or the Purchaser, as applicable, the Vendor and the Purchaser will each deliver to the Monitor written confirmation that such conditions, as applicable, have been satisfied and/or waived and upon the payment in full of the Purchase Price on the Closing Date, the Monitor shall: (a) issue forthwith its Monitor's Certificate concurrently to the Vendor and the Purchaser, at which time the closing of the transaction contemplated by this Offer will be deemed to have occurred; and (b) file as soon as practicable a copy of the Monitor's Certificate with the Court (and shall provide confirmation of such filing to the Vendor and the Purchaser). In regard to the foregoing, the Receiver will be relying exclusively on the basis of the certificates to be provided as per this Section 11 and without any obligation whatsoever to verify the satisfaction or waiver of the applicable conditions.

12. **Purchaser's Covenants, Representations and Warranties.** The Purchaser represents, warrants, and covenants with the Vendor that:

- (a) it will keep confidential all non-public reports and non-public results of its inspections, tests, studies, surveys and investigations and all non-public information provided by the Vendor or its agents or otherwise obtained by the Purchaser in connection with this Offer;
- (b) the Purchaser is a corporation incorporated and existing pursuant to the laws of Manitoba and is authorized to enter into and to carry out the purchase and sale of the Purchased Assets;
- (c) the completion of the purchase and sale of the Purchased Assets will not constitute a breach by the Purchaser of any statute, bylaw or regulation or of its memorandum or articles or of any agreement to which it is a party or by which it is bound; and
- (d) effective on the Closing Date, it will assume and be fully responsible for any other obligations and liabilities assumed by the Purchaser as provided for by this Offer.

13. **Vendor's Covenants.** The Vendor represents, warrants, and covenants with the Purchaser that:

- (a) there is not now and will not at the Closing Date be:
  - (i) any agreement, right or option for the purchase of the Purchased Assets other than the agreement resulting from an acceptance of this Offer;
  - (ii) any encumbrance, lien, charge or registration (collectively "**Encumbrances**") except permitted encumbrances listed in Schedule "A" (collectively, "**Permitted Encumbrances**") and such other encumbrances listed in such Schedule "A" to be discharged by the Approval and Vesting Order and such Court Charges (as defined herein) which will be discharged by

the Approval and Vesting Order;

- (b) the Vendor is not now and will not at the Closing Date be a non-resident of Canada as defined by the *Income Tax Act* (Canada).

The representations and warranties contained in Sections 12 and 13 of this Offer will survive the Closing Date and will continue in full force and effect for a period of one (1) year from the Closing Date except that representations and warranties with respect to tax matters will survive the Closing Date until the end of the applicable limitation period for assessment of tax.

Each of the Purchaser and Vendor agree to protect, indemnify and save the other harmless from and against any and all losses, costs, expenses, damages, liabilities, claims and demands whatsoever arising or suffered as a result of any misrepresentation or breach of warranty by it under this Offer or any document, certificate or other instrument delivered by it pursuant to this Offer.

14. **Closing and Possession.** The transaction contemplated by this Offer shall be completed on the day (the "Closing Date") which is thirty (30) days immediately following the date upon which the Vendor obtains the Approval and Vesting Order. Once the Approval and Vesting Order is obtained, the parties may agree to abridge or extend the thirty (30) day period contemplated in this Section 14.

15. **Adjustments.** All realty taxes, local improvements and assessment rates, security deposits, rentals, mortgage interest, charges under any maintenance or other contract assumed by the Purchaser and any other item normally adjusted for in a transaction of this nature shall be adjusted for proportionately on the Closing Date, with the Closing Date to be for the account of the Purchaser. Any adjustments estimated on the Closing Date shall, for all purposes, be a final adjustment and there shall be no readjustment.

16. **Damage.** In the event of damage, howsoever occasioned, to the Property and /or the Chattels which shall effectively render the premises substantially less fit for use or occupancy than was the case at the time of the making of this Offer, the Purchaser shall have paid to it the proceeds of the insurance and to complete the purchase. No insurance shall be transferred on completion of the transaction contemplated herein.

17. **Conduct to Closing.** Pending completion of the sale, the Vendor will not encumber the Purchased Assets or negotiate or complete any new lease or renewals of existing leases with respect to the Property, except with the express written consent of the Purchaser which consent will not be unreasonably withheld or delayed nor will be required if the new lease or renewal is at then current commercial rental rates and terms. Notwithstanding the foregoing, the Purchaser acknowledges and agrees that there may be charges ordered by the Court on the Purchased Assets (collectively the "Court Charges"), which Court Charges will be discharged by the Approval and Vesting Order.

18. **Vendor's Closing Deliveries.** On or before the Closing Date, the Vendor shall deliver or cause to be delivered to the Purchaser the following:

- (a) a Statement of Adjustments, to be provided to the Purchaser no later than three (3) business days before the Closing Date;
- (b) a copy of the Approval and Vesting Order as issued by the Court;
- (c) written confirmation that all conditions in Sections 9 and 10, on the Vendor's behalf, have been satisfied or waived;
- (d) A duly executed copy of the Monitor's Certificate;
- (e) all keys to any buildings located on the Property.

19. **Purchaser's Closing Deliveries.** On or before the Closing Date, the Purchaser shall deliver or cause to be delivered to the Vendor the following:

- (a) a solicitor's trust cheque or certified cheque for the balance of the Purchase Price, subject to the adjustments provided for herein or, if part of the Purchase Price is being paid by way of a mortgage arranged by the Purchaser, for the difference between the outstanding balance of the Purchase Price and the expected net proceeds of the Purchaser's new mortgage;
- (b) written confirmation that all conditions in Section 8 and 10, on the Purchaser's behalf, have been satisfied or waived;
- (c) a declaration regarding registration of the Purchaser for the purposes of goods and services tax ("GST") if required pursuant to Section 25 hereof;
- (d) an undertaking with respect to realty tax refunds attributable to the period prior to the Closing Date, in such form as may be required by the Vendor or its solicitors;
- (e) a certificate of a senior officer of the Purchaser certifying that each of the warranties and representations of the Purchaser set out herein are true and accurate on the Closing Date;
- (f) an executed indemnity from the Purchaser in favour of the Vendor saving the Vendor harmless from all liabilities, damages, costs, expenses, causes of actions, suits, claims or judgements arising from or out of the leases or any contract or agreement related to the Purchased Assets or from or out of any other matter whatsoever with respect to the Purchased Assets arising after the Closing Date but not existing at or relating to the period of time prior to the Closing Date, in form and having content satisfactory to the Vendor's solicitors; and
- (g) any other documents relative to the completion of the transaction contemplated in this Offer as may reasonably be required by the

Vendor or its solicitors.

20. **Confidentiality.** The Purchaser agrees that the terms of this Offer are confidential and shall remain in confidence and shall not be disclosed to any other party without the prior written consent of the Vendor, which consent may be withheld in the sole discretion of the Vendor. It is understood that information may be shared with the purchaser's legal representatives and 3<sup>rd</sup> parties necessary for due diligence.

21. **Acceptance.** The Vendor shall have until 5:00 o'clock p.m. Winnipeg Time in of the 24<sup>th</sup> day of March, 2021 to accept this Offer after which the Offer will be null and void.

22. **Access to Property.** From and after the date of acceptance of this Offer by the Vendor, the Purchaser shall, subject to the rights of any existing tenants of the Property, and any applicable Covid-19 restrictions, be granted reasonable access to the Property upon reasonable prior notice to the Vendor. Any access to the Property shall be at the Purchaser's sole risk and expense for the purpose of making any of the Purchaser's inspections. Such access shall be in the company of a representative of the Vendor if requested by, and reasonably accommodated by, the Vendor.

The Purchaser shall indemnify the Vendor against any and all damage to the Purchased Assets, and any claims made against the Vendor, directly or indirectly arising out of such access, and the Purchaser shall to forthwith repair, at the Purchaser's sole expense, any damage to the Purchased Assets arising from such access and inspections contemplated in this Section 22.

23. **Tender to Solicitors.** Any tender of documents or money hereunder may be made upon the Vendor or the Purchaser or their solicitors acting in their respective behalves. The solicitors for the parties shall be entitled to impose reasonable trust conditions upon each other, consistent always with the provisions hereof, in order to protect the interests of their respective clients.

24. **Application of Deposits.** If this Offer is accepted by the Vendor, then, following such acceptance, the initial deposit (Section 1(a)), together with the additional deposit (Section 1(b)), paid by the Purchaser in accordance with the terms of this Offer, shall be held by the Vendor's solicitor in trust to be paid over to the Vendor as part of the purchase price when the Vendor has carried out its entire obligation under this Offer, but to be returned to the Purchaser in the event the Purchaser's Conditions are not satisfied or waived or if the Vendor fails to carry out its obligations under this Offer. For certainty, no Deposits or commissions shall be released by the Vendor's solicitor until such time or as they may be released in accordance with any order of the Court (if such order is required).

If the Purchaser fails to carry out its obligations under this Offer following its acceptance and the waiver or satisfaction of the Purchaser's Conditions and the Mutual Conditions, the Vendor shall be entitled to retain the Deposits (or any of them) as the Vendor's own property, but whether or not the Vendor has then

terminated or thereafter terminates the Vendor's right and obligation to sell and the Purchaser's right and obligation to purchase under this Offer by virtue of the Purchaser's default. Such retainer of Deposits (or any of them) shall not itself constitute a termination of this Offer and shall not restrict the Vendor from exercising any other remedies which the Vendor may have by virtue of the Purchaser's default, including the right to claim damages from the Purchaser which the Vendor sustains in excess of the Deposits.

If the Vendor fails to carry out its obligation under this Offer (including obtaining the Approval and Vesting Order) following its acceptance and the waiver or satisfaction of the Purchaser's Conditions and the Mutual Conditions, the Purchaser shall be entitled to terminate this Offer and have the Deposits (to the extent paid), and any interest earned thereon, returned to the Purchaser. The return of the Deposits (to the extent paid) shall be the sole remedy of the Purchaser and the Purchaser shall not be entitled to exercise any other remedies that the Purchase may have at law, in equity, or otherwise.

In every other case, unless the Vendor and Purchaser shall specifically otherwise agree in writing, and subject to the right of the Vendor's solicitor to interplead such monies as set out below, the Vendor's solicitor shall hold the said Deposits in trust until the Vendor and Purchaser shall agree as to its disposition or until a court of competent jurisdiction shall order the Vendor's solicitor to make payment to one or other of the parties, in which instance the Deposits, together with any interest accumulated thereon (as may be applicable), shall be paid in accordance with the agreement between the parties or the order of the Court to the Purchaser or Vendor, as the case may be.

If the Purchaser and Vendor cannot agree as to the disposition of the Deposits (or any of them), the Vendor's solicitor may, notwithstanding anything hereinbefore contained, pay the monies into the Court by way of interpleader and the entitlement to the said deposit monies and interest shall then be determined by the Court.

25. **Goods and Services Tax.** With respect to any GST payable pursuant to the *Excise Tax Act* (Canada) (the "Act") as a result of this transaction, the parties agree as follows:

- (a) subject to subsection (b) below, the Purchaser shall pay to the Vendor on the Closing Date by certified or solicitor's trust cheque all GST payable as a result of this transaction in accordance with the Act, and the Vendor shall remit such GST to the Receiver General for Canada when and to the extent required by the Act;
- (b) notwithstanding subsection (a), the Vendor shall not collect GST from the Purchaser in this transaction if the Purchaser is registered under the Act and provides a statutory declaration and indemnity confirming its registration and registration number, in which case the Purchaser shall file returns and remit GST when and to the extent required by the Act;

(c) the provisions of this Section shall survive the closing of this transaction.

26. **Nomination.** The Purchaser, with the express prior consent in writing of the Vendor, which consent shall not be unreasonably withheld, shall have the right to nominate in writing any person, firm or corporation, including a corporation to be hereinafter incorporated, to take title to the Purchased Assets in its place and stead; and in such event the Purchaser shall remain liable to the Vendor pursuant to the terms and conditions of this Offer.

27. **Gender and Enurement.** This Offer and its acceptance is to be read with all changes of gender or number required by the context, and this agreement shall enure to and be binding upon the heirs, executors, administrators and assigns of the parties to it.

28. **Disclosure and Brokerage.** The parties acknowledge and agree that Colliers International is the Vendor's Broker and is able to provide market information and assistance to the both the Vendor and the Purchaser.

29. **Time.** Time shall in all respects be of the essence hereof.

30. **Return of Information.** The Purchaser acknowledges and agrees that all documents, materials, or information (including all copies) obtained by the Purchaser from the Vendor or the Vendor's Agent with respect to the Purchased Assets will be promptly returned to the Vendor or the Vendor's Agent if the transaction contemplated pursuant to this Offer is not completed for any reason.

31. **Further Assurances.** Each of the Vendor and Purchaser shall from time to time at the request of the other execute and deliver all such documents, and do all such acts and things as the other acting reasonably may from time to time request be executed or done in order to better evidence or perfect or give effect to any provision of the agreement formed by acceptance of this Offer or any of the respective obligations intended to be created hereby.

32. **Governing Law.** This contract shall be governed by and construed in accordance with the laws of Manitoba and the laws of Canada applicable herein.

33. **Entire Agreement.** This Offer constitutes the entire agreement between the parties with respect to all of the matters herein and its execution has not been induced by, nor do either of the parties hereto rely upon or regard as material, any representations or writings whatsoever made by or on behalf of either of the parties or their respective agents not expressly incorporated herein in writing.

34. **Notice.** Any notice required or permitted to be given to either of the parties to this Offer shall be in writing. Any notice required to be served upon the Vendor shall be good and sufficient service if served upon it personally, by email, or by registered mail to the Vendor at:

Contour Realty Inc., by its Court-appointed Monitor, Alvarez & Marsal  
Canada Inc.

#1110, 250 6<sup>th</sup> Ave SW  
Calgary, AB T2P 3H7  
Attention: Chad Artem  
E-mail: cartem@alvarezandmarsal.com

with a copy to the Vendor's Solicitor:

MLT Aikins LLP  
360 Main Street, 30<sup>th</sup> Floor  
Winnipeg, MB R3C 4G1  
Attention: Peter Anandranistakis / Paul Olfert  
Email: panandranistakis@mltaikins.com / polfert@mltaikins.com

Any notice required to be served upon the Purchaser shall be good and sufficient service if served upon it personally, by email or by registered mail to the Purchaser at:

NE20 Developments Ltd.  
Box 2350  
154040 RD 58N  
Virden, MB R0M 2C0  
Attention: Zac Penner

Email: zpenner@tlpenner.ca

With a copy to the Purchaser's solicitor:

Anique Badiou, J.D.  
McNeill Harasymchuk McConnell  
243 Raglan Street West  
Box 520  
Virden, Manitoba, R0M 2C0  
anique@mhmlaw.ca

If notice is served by registered mail, it shall be deemed to be served three (3) business days after posting by registered mail, provided there is no disruption to mail delivery by reason of any strike or work stoppage, in which case only email or personal service shall be allowed. If notice is served by email, it shall be deemed to be served on the day such email is sent.

35. **Non Application of *Contra Proferentem*.** The Purchaser and the Vendor agree that each has been involved in the negotiation and drafting of this Offer, and accordingly the doctrine of *contra proferentem* shall have no application to the interpretation of this Offer or any documents contemplated herein or ancillary hereto.

36. **Expenses.** Except as otherwise expressly provided in this Offer, all

costs and expenses (including the fees and disbursements of legal counsel, accountants, and other advisors) incurred in connection with this Offer and the transactions contemplated herein shall be paid by the party incurring such expenses.

37. **Counterparts.** This Offer may be executed in counterparts and such counterparts together shall constitute a single instrument. Delivery of an executed counterpart of this Offer by electronic means, including by facsimile transmission or by electronic delivery in portable document format (".pdf") or tagged image file format (".tif"), shall be equally effective as delivery of a manually executed counterpart hereof.

38. **Headings.** The insertion of headings in this Offer are for convenience of reference only and shall not be considered in or affect its interpretation or construction.

DATED at the City of Winnipeg in the Province of MB, on the 23rd day of March, 2021.

**NE20 DEVELOPMENTS LTD.**

Per: 



#### ACCEPTANCE

The undersigned hereby accept(s) the above and agree(s) to and with the Purchaser to duly complete the sale on the terms and conditions above mentioned and to observe and perform the covenants and undertakings therein set out.

DATED at Saskatoon, Saskatchewan this     day of March, 2021.

**CONTOUR REALTY INC., by and through its  
Court-appointed Monitor, ALVAREZ &  
MARSAL CANADA INC., signing in its  
capacity as Monitor and not in its personal or  
corporate capacity**

Per: *Chad Artem*  
Senior Manager

**SCHEDULE "A"**

**ENCUMBRANCES**

Permitted Encumbrances

Caveat No. 74101/2 registered November 4, 1948 in favour of Rio Bravo Oil Co. Ltd.

Caveat No. 98232/2 registered December 14, 1953 in favour of Canadian Superior Oil of California Ltd.

Caveat No. 98453/2 registered December 29, 1953 in favour of Trans-Field Developments Ltd

Caveat No. 105670/2 registered March 15, 1955 in favour of Trans-Prairie Pipelines Ltd

Caveat No. 108065/2 registered July 21, 1955 in favour of Canadian Superior Oil of California Ltd.

Caveat No. R49041/2 registered January 14, 1966 in favour of Trans-Prairie Pipelines Ltd

Caveat No. R50864/2 registered May 9, 1966 in favour of The Manitoba-Hydro Electric Board

Caveat No. 84-6683/2 registered August 8, 1984 in favour of The Manitoba Telephone System

Assignment of Caveat No. 91-3201/2 registered April 8, 1991 to 158435 Canada Ltd.

Assignment of Caveat No. 91-3202/2 registered April 8, 1991 to Corvair Oils Ltd.

Caveat No. 1026292/2 registered June 20, 1997 in favour of MTS Netcom Inc.

Request to Issue Notice No. 1050648/2 registered September 10, 1998 in favour of Manitoba Government Services

Assignment of Caveat No. 1059697/2 registered March 11, 1999 from Norcen Energy Resources Limited to Virden Pipelines Inc.

Assignment of Caveat No. 1059779/2 registered March 12, 1999 from Norcen Energy Resources Limited to Virden Pipelines Inc.

Partial Discharge No. 1060835/2 registered March 31, 1999 from Enbridge Pipelines (Virden) Inc.

Caveat No. 1126874/2 registered March 10, 2003 in favour of Manitoba Hydro-Electric Board

Easement No. 1351685/2 registered December 19, 2013 in favour of Tundra Oil & Gas Limited

Non-Permitted Encumbrances

Nil.

## SCHEDULE B

### LEGAL DESCRIPTION

LOT 1 PLAN 63580 BLTO  
EXC ALL MINES AND MINERALS AS SET FORTH IN TRANSFERS 96278, 96425 AND 84-6945  
IN SW 1/4 28-10-26 WPM



#### Virden Manitoba

Located in the RM of Wallace-Woodworth in Virden, Manitoba this 6.81 acre parcel is well located at the intersection of Highway 83 and 7 Ave N, just one minute off the Trans-Canada Highway. The property is currently zoned Rural Limited, however, The RM of Wallace-Woodworth has a secondary plan in place for commercial and light industrial uses in this area, meaning this parcel is capable of meeting the needs of a variety of commercial uses.

**SCHEDULE "C"**

**CHATELS**

**[NTD: To be confirmed if there is a list of chattels available that can be added.]**

**THIS AMENDING AGREEMENT** made as of the 9<sup>th</sup> day of April, 2021,

**BETWEEN:**

**CONTOUR REALTY INC., BY AND THROUGH ITS COURT-  
APPOINTED MONITOR, ALVAREZ & MARSAL CANADA INC.**  
(the “Vendor”)

- and -

**NE20 DEVELOPMENTS LTD.**  
(the “Purchaser”)

**WHEREAS** the Vendor and the Purchaser entered into an Offer to Purchase signed by the Purchaser on March 23, 2021 and signed as accepted and provided by the Vendor to the Purchaser on March 25, 2021 (the “Offer”);

**AND WHEREAS** Section 8(a) of the Offer provided that the Offer was subject to the Purchaser’s solicitor’s approval as to form and content (the “**Solicitor’s Approval Condition**”) within 10 business days from acceptance thereof, which date is the date hereof;

**AND WHEREAS** the parties wish to provide certain amendments to the Offer and the Purchaser wishes to confirm their waiver of the Solicitor’s Approval Condition;

**NOW THEREFORE** in consideration of the sum of [REDACTED] and other good and valuable consideration (the receipt and sufficiency whereof is hereby acknowledged by each of the parties) the parties covenant and agree as follows:

1. All capitalized words not specifically defined herein shall have the meanings given to them in the Offer.
2. The preambles to this Amending Agreement shall be incorporated herein and considered an essential part hereof.
3. Section 1 of the Offer is amended such that reference to the “Winnipeg Land Titles Office” is changed to the “Brandon Land Titles Office”.
4. The following is added to the end of Section 5 of the Offer:

“If this condition is not met and the Offer is terminated, all Deposits paid by the Purchaser and any interest earned thereon, shall be paid to the Purchaser.”

5. The following is added to the end of Section 10 of the Offer:

“If any of the Mutual Conditions are not satisfied or waived by both Parties, this Offer shall terminate and all deposits paid by the Purchaser, with any interest earned thereon, shall be paid to the Purchaser.”

6. The following wording is completely deleted from Section 17 of the Offer:

“...which consent will not be unreasonably withheld or delayed nor will be required if the new lease or renewal is at then current commercial rental rates and terms.”
7. Section 24 of the Offer is amended such that immediately after the words “...but to be returned to the Purchaser in the event the Purchaser’s Conditions...” the words “...or Mutual Conditions...” is inserted.
8. The Solicitor’ Approval Condition is hereby waived by the Purchaser.
9. All references to the "Offer" within the Offer shall be deemed to refer to the Offer as amended hereby.
10. All other terms and conditions of the Offer shall remain in full force and effect, unamended, and time shall be of the essence in all respects.
11. Each party shall execute and deliver all such further documents and such other things as the other party may reasonably request to give full effect to this Amending Agreement.
12. This Amending Agreement shall enure to the benefit of and shall be binding upon the parties, their respective successors, and permitted assigns under the Offer.
13. This Amending Agreement may be executed in counterparts including by way of stamp signature or DocuSign signature duly authorized by the signatory parties, and such counterparts together shall constitute a single instrument. Delivery of an executed counterpart of this Amending Agreement by electronic means, including, without limitation, by facsimile or email transmission or by electronic delivery in portable document format (“.pdf”) or tagged image file format (“.tif”), shall be equally effective as delivery of a manually executed counterpart hereof and all counterparts of this Amending Agreement shall be considered effective as of the initial date indicated above.

***[signature page to follow]***

IN WITNESS WHEREOF the parties have executed this Amending Agreement as of the date first above written.

**CONTOUR REALTY INC., by and through its Court-appointed Monitor, Alvarez & Marsal Canada Inc., signing in its capacity as Monitor and not in its personal or corporate capacity**

Per: Chad Artem  
Name: Chad Artem, CPA, CA, CBV  
Title: Director  
Authorized Signatory

**NE20 DEVELOPMENTS LTD.**

Per: Zac Penner  
Name: Zac Penner  
Title: Vice President  
Authorized Signatory

**THIS SECOND AMENDING AGREEMENT** made as of the 25 day of May, 2021,

**BETWEEN:**

**CONTOUR REALTY INC., BY AND THROUGH ITS COURT-  
APPOINTED MONITOR, ALVAREZ & MARSAL CANADA INC.**  
(the “**Vendor**”)

- and -

**NE20 DEVELOPMENTS LTD.**  
(the “**Purchaser**”)

**WHEREAS** the Vendor and the Purchaser entered into an Offer to Purchase signed by the Purchaser on March 23, 2021 and signed as accepted and provided by the Vendor to the Purchaser on March 25, 2021, as amended by an amending agreement between the Vendor and the Purchaser dated April 9, 2021 (the “**Offer**”);

**AND WHEREAS** the parties wish to provide certain amendments to the Offer and the Purchaser wishes to confirm their waiver of all the purchaser’s conditions in Section 8 of the Offer;

**NOW THEREFORE** in consideration of the sum of [REDACTED] and other good and valuable consideration (the receipt and sufficiency whereof is hereby acknowledged by each of the parties) the parties covenant and agree as follows:

1. All capitalized words not specifically defined herein shall have the meanings given to them in the Offer.
2. The preambles to this Second Amending Agreement shall be incorporated herein and considered an essential part hereof.
3. Section 1 of the Offer is amended such that the Total Purchase Price shall be [REDACTED] and the further payment under 1(c) shall be [REDACTED].
4. Notwithstanding anything otherwise provided for in the Offer, the further deposit of [REDACTED] shall be due upon the mutual execution of this Second Amending Agreement, and the initial deposit and further deposit shall be non-refundable except in the case of the Mutual Conditions being unable to be satisfied due to the Approval and Vesting Order not being issued, or being stayed, varied or vacated, or another order being issued prohibiting the closing, or due to a government authority enacting a law or order which prevents the closing.
5. Section 14 of the Offer is amended such that the references to “thirty (30)” days in the second and last line of such section is changed to “ten (10)” days such that the Closing Date shall be ten (10) days after the date upon which the Vendor obtains the Approval and Vesting Order.




6. All conditions not previously waived by the Purchaser in Section 8 of the Offer are hereby waived such that all of the Purchaser's conditions in Section 8 of the Offer are satisfied or waived.
7. All references to the "Offer" within the Offer shall be deemed to refer to the Offer as amended hereby.
8. All other terms and conditions of the Offer shall remain in full force and effect, unamended, and time shall be of the essence in all respects.
9. Each party shall execute and deliver all such further documents and such other things as the other party may reasonably request to give full effect to this Second Amending Agreement.
10. This Second Amending Agreement shall enure to the benefit of and shall be binding upon the parties, their respective successors, and permitted assigns under the Offer.
11. This Second Amending Agreement may be executed in counterparts including by way of stamp signature or DocuSign signature duly authorized by the signatory parties, and such counterparts together shall constitute a single instrument. Delivery of an executed counterpart of this Second Amending Agreement by electronic means, including, without limitation, by facsimile or email transmission or by electronic delivery in portable document format (".pdf") or tagged image file format (".tif"), shall be equally effective as delivery of a manually executed counterpart hereof and all counterparts of this Second Amending Agreement shall be considered effective as of the initial date indicated above.


*[signature page to follow]*

IN WITNESS WHEREOF the parties have executed this Second Amending Agreement as of the date first above written.

**CONTOUR REALTY INC., by and through its  
Court-appointed Monitor, Alvarez & Marsal  
Canada Inc., signing in its capacity as Monitor  
and not in its personal or corporate capacity**

  
Per: \_\_\_\_\_  
Name: Orest Konowalchuk, LIT  
Title: Senior Vice President  
Authorized Signatory

**NE20 DEVELOPMENTS LTD.**

  
Per: \_\_\_\_\_  
Name: Zach Penner  
Title: Vice President  
Authorized Signatory

## **Appendix B**

### **Redacted Unsigned Yorkton Miscellaneous Land PSA**

# OFFER TO PURCHASE

THIS OFFER TO PURCHASE (the **"Offer"**) made the \_\_\_\_ day of June, 2021.

BETWEEN:

## CITY OF YORKTON

Address, City of Yorkton,  
in the Province of Saskatchewan  
(hereinafter called the **"Buyer"**)

### as represented by:

CIR Commercial Realty Inc. (the **"Buyer's Brokerage"**)  
2505 11th Avenue, Suite 200  
Regina, SK S4P 0K6  
306.789.8300

- AND -

CONTOUR REALTY INC.,  
by and through its Court-appointed Monitor, ALVAREZ & MARSAL CANADA INC.

Bow Valley Square 4  
Suite 1110, 250 6th Ave SW  
Calgary, AB T2P 3H7

(hereinafter called the **"Seller"**)

### as represented by:

CIR Commercial Realty Inc. (the **"Seller's Brokerage"**)  
2505 11th Avenue, Suite 200  
Regina, SK S4P 0K6  
306.789.8300

1. The Buyer hereby offers to purchase from the Seller in the manner hereinafter set forth the following lands including buildings, improvements and appurtenances, if any, currently situated on the lands (hereinafter together called the "Lands"):

LEGAL DESCRIPTION: Lot 16 Block: 9 Plan: 00Y00664 Ext 0  
SURFACE PARCEL NUMBER(S): 143100357  
City of Yorkton

&

LEGAL DESCRIPTION: Lot 15 Block: 9 Plan: 00Y00664 Ext 0  
SURFACE PARCEL NUMBER(S): 143109176  
City of Yorkton



25391722v3

Buyer	Seller

2. The purchase price shall be [REDACTED] (GST not included) (the "**Purchase Price**") to be paid as follows:

- (a) **INITIAL DEPOSIT** - Upon acceptance of this Offer, the sum of [REDACTED] to be paid by the Buyer and held in in trust by the Buyer's Brokerage;
- (c) **BALANCE OF PURCHASE PRICE** - The balance owing of the Purchase Price, being approximately [REDACTED] shall be payable, subject to the adjustments herein provided, by way of cash and/or bank draft and/or solicitor's trust cheque and/or mortgage proceeds on the Closing Date.

The Buyer represents and warrants to the Seller that it is a GST registrant (registration # [REDACTED]) for the purpose of GST under the *Excise Tax Act* (Canada). The Buyer shall be liable for and shall indemnify and hold the Seller harmless from any liability relating to the GST which may be payable in respect to this transaction. The Buyer agrees to self-assess, remit the GST directly to the Receiver General and comply in a timely manner with all filing and payment obligations referred to in Section 228(4) of the *Excise Tax Act* (Canada).

- 3. The Buyer shall be responsible to self-assess and remit all taxes required to be paid by the Buyer under *The Provincial Sales Tax* (Saskatchewan) in respect of the sale and transfer of the Lands, if any.
- 4. In the event the conditions precedent listed in Section 5 herein are removed within the time specified, any and all deposit monies paid pursuant to Section 2 shall be applied to the Purchase Price.
- 5. **CONDITIONS PRECEDENT:**

This Offer is subject to the following conditions precedent (the "**Conditions**"). If the conditions cannot be met within the times specified, the agreement arising from the acceptance of this Offer shall become null and void and of no effect.

- (a) The Seller seeking and obtaining a Sale Approval and Vesting Order in form satisfactory to the Vendor (the "**SAVO**") from the Court of Queen's Bench for Saskatchewan within thirty (30) days of the Offer being received.

The Seller and Buyer covenant, agree and acknowledge that all of the Conditions shall be deemed to be true conditions precedent for the purposes of this Offer. The applicable party may waive or remove the foregoing Conditions within the time hereinbefore stated by giving notice in writing to the other party.

Buyer	Seller

If written notice is not given to the applicable party as hereinbefore set forth, then the applicable Condition shall be deemed to have not been satisfied or waived and thereupon the Buyer and Seller shall be released from all their respective obligations under this Offer and all monies paid under this Offer shall be forthwith returned to the Buyer without deduction or set off and the agreement arising from the acceptance of this Offer shall become null and void and of no further effect.

6. (a) The closing date of the transaction contemplated herein shall be **June 30<sup>th</sup>, 2021** (the "Closing Date").  
  
(b) On the Closing Date, the Seller shall provide the Buyer with a copy of the SAVO and an executed Monitor's Certificate thereunder, which will be sufficient when submitted to the Saskatchewan Land Titles Registry to transfer title to the Seller, free and clear of all encumbrances.
7. Adjustment of all taxes, insurance, utilities, rents, expenses, and other incoming and outgoings levied against the Lands shall be as of the Closing Date.
8. The Buyer acknowledges and agrees with the Seller that:
  - a. the Lands are being sold by the Seller and purchased by the Buyer on a strictly "as is, where is" basis without regard for their state of repair, location of structures, walls, retaining walls or fences (freestanding or otherwise) and subject to any judicial, municipal, or any other governmental by-laws, agreements, restrictions, or orders affecting or regarding its condition or use (including deficiency and other notices, work and other orders), as well as any registered restrictions, agreements, rights of way, easements, or covenants which run with the land;
  - b. no representations or warranties of any nature or kind have been made or will be made by the Seller, or anyone acting on behalf of the Seller, whether before or after the date of execution of this Offer, to or for the benefit of the Buyer;
  - c. without limiting the generality of this Section 8, no representations or warranties have been made or will be made by the Seller, or anyone acting on behalf of the Seller, to or for the benefit of the Buyer as to future development of the Lands, the suitability or status of the Lands, or otherwise;
  - d. the Buyer confirms that it is relying solely on its own due diligence, title searches, and other searches, inspections, and investigations in purchasing the Lands. Any documents, materials, or information provided by or on behalf of the Seller or the Seller's Agent, whether before the date of this Offer or after the date of this Offer, have been provided to the Buyer solely to assist the Buyer in undertaking its own due

Buyer	Seller

diligence, and neither the Seller nor the Seller's Agent have made, and are not making, any representations or warranties, implied or otherwise, to or for the benefit of the Buyer as to the accuracy or completeness of such documents, materials and information. The Seller shall not be liable for any inaccuracy, incompleteness, or subsequent changes to any such documents, materials, or information;

- e. the Seller shall not be responsible for any defects, including any latent or structural defects, which may have existed on the date of possession, and the Buyer shall have no claim, cause of action or other right as against the Seller (or its agents or representatives) with respect to the condition of the Lands; and
  - f. the Buyer accepts any and all encroachments on or over the Lands, and all encroachments by the Lands over any other lands or interests in land including, without limitation, easements and utility rights-of-way, and shall not hold the Seller responsible with respect to same. The Buyer hereby accepts the Lands and the fact that it may not comply with the applicable zoning by-laws.
- 9. The parties hereto agree that they shall each execute such further documents or assurances as may be required to more perfectly and absolutely carry out the intention of this Offer.
  - 10. The parties hereto agree that the terms of this Offer shall enure to the benefit of and be binding upon their respective successors and assigns.
  - 11. The parties hereto agree that each party shall be responsible for its own legal costs in connection with the transaction contemplated herein.
  - 12. The Buyer shall be responsible for all Land Titles Office disbursements in respect to the registration of the transfer of title from the Seller to the Buyer (save and except for the discharge of any encumbrances, which shall be the responsibility of the Seller).
  - 13. Time shall be of the essence in every respect of this Offer.
  - 14. The Seller agrees, subject to the payment of the Purchase Price in accordance with this Offer, to deliver vacant possession of the Lands to the Buyer on the Closing Date.
  - 15. The Seller and Buyer acknowledge and agree that the provisions of this Agreement shall survive closing and shall not be merged therein or therewith.
  - 16. The Buyer shall have the right to assign all or any part of its estate and interest in these presents and the Seller's consent to such assignment shall not be required or necessary.
  - 17. These presents shall be governed by the laws of the Province of Saskatchewan.

Buyer	Seller

18. This Offer contains the whole of the agreement between the parties and there are no agreements, representations or warranties save as herein set out.
19. The Buyer covenants that it will not under any circumstances whatsoever register a caveat pursuant to this Offer and its interest in the Lands prior to closing.
20. If the Purchase Price is not paid in full on or before the Closing Date, the Buyer agrees to pay to the Seller interest at the rate of Six percent (6%) per annum on any portion of the Purchase Price, less mortgages or other encumbrances assumed, not received by the Seller, the Seller's solicitor or the Seller's brokerage as at the Closing Date, such interest to be calculated from the Closing Date, until monies are received by the Seller or the Seller's solicitor up to a maximum of thirty (30) days from Closing Date and thereafter at the sole discretion of the Seller.
21. Alvarez & Marsal Canada Inc. is entering into this Offer solely in its capacity as the Monitor (the "**Monitor**") of the assets, undertakings and properties of Contour Realty Inc. (the "**Debtor**") pursuant to the Amended and Restated Initial Order granted by the Court of Queen's Bench for Saskatchewan (the "**Court**"), on January 26, 2020 pursuant to the *Companies' Creditors Arrangement Act* (and other orders in the same proceedings including the Order (Enhancement of Monitor's Powers) granted by the Court on February 18, 2020) and not in its personal or any other capacity, and the Monitor and its agents, officers, directors and employees shall have no personal or corporate liability under or as a result of the Agreement, or otherwise in connection herewith.
22. **REMEDIES/DISPUTES:**
- (a) If this Offer is not accepted by the Seller, the entire deposit and any other monies paid, without interest, shall be returned to the Buyer.
- (b) If this Offer is accepted and any or all of the Conditions have not been satisfied or waived in writing by the date(s) set forth in Section 5, the entire deposit and any other monies paid by the Buyer shall be forthwith returned to the Buyer.
- (c) If this Offer is accepted and all Conditions have been removed in writing by the date(s) set forth in Section 5 and the Buyer fails to execute any required conveyance of formal documents when prepared, or fails to pay any required cash payment or comply with any of the terms in this Offer, the Seller may, at its sole option, void this Offer and the deposit and any other monies shall be forthwith delivered to the Seller's brokerage as forfeiture to the Seller.
- (d) If this Offer is accepted and all Conditions have been removed in writing by the date(s) set forth in Section 5 and the Seller fails to execute any required conveyance of formal

Buyer	Seller



documents when prepared or fails to comply with any of the terms in this Offer, the Buyer may, at its sole option, void this Offer and the deposit and any other monies shall be forthwith delivered to the Buyer as forfeiture to the Buyer.

- (e) The Buyer and Seller agree that the provisions of this Section 22 are an agreement to disburse the trust funds pursuant to Section 16(a) of The Real Estate Regulations (Saskatchewan).
- (f) The disbursement of the deposit and other monies as agreed to above is not a prohibition from the Buyer or the Seller seeking a civil remedy for a breach of this Offer.

23. **FINTRAC INFORMATION REQUIREMENT:**

The Financial Transactions and Reports Analysis Centre of Canada, or FINTRAC, requires all Canadian real estate agents and brokerages to ascertain the identity of individuals and corporations who the agent represents in any real estate transaction. Both the Seller and the Buyer hereby acknowledge that the respective agents to this Offer will be required to take the necessary steps to fulfil this requirement regarding their client(s) prior to closing. Information required by the brokerages shall include but is not limited to:

- (a) proof of identity by way of government issued identification such as a driver's licence;
- (b) documents which give evidence that the signatories of this Offer have the authority to legally bind their respective companies; and
- (c) corporate documents which identify directors and those with voting authority within the corporation.

24. **COUNTERPART EXECUTION:**

This Offer may be executed and delivered in several counterparts and may be delivered by facsimile or other means of electronic communications producing printed copy, each of which, when so executed and delivered, shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument and, notwithstanding the date of execution, shall be deemed to bear the date first written above.

- 25. The attached Schedule "A" outlines the various forms of agency under which an agent may operate. In this case all parties acknowledge that "Limited Dual agency" is in effect and the agent will act within the guidelines set forth.

This Offer shall be open for acceptance by the Seller until       :       A.M./P.M. [TIME ZONE] on       , 20      .



25391722v3

Buyer	Seller

SIGNED and dated by the Buyer this \_\_\_\_ day of \_\_\_\_, 20\_\_.

**CITY OF YORKTON**

\_\_\_\_\_  
WITNESS

PER: \_\_\_\_\_

Print Name: \_\_\_\_\_  
*I have the authority to bind the Corporation.*

The Seller hereby accepts the within Offer and all its terms and covenants, promises and agrees to carry out the sale on the above-mentioned terms and conditions.

SIGNED and dated at \_\_\_\_:\_\_\_\_ A.M./P.M. [TIME ZONE] this \_\_\_\_ day of \_\_\_\_, 20\_\_.

**CONTOUR REALTY INC., by and through its  
Court-appointed Monitor, ALVAREZ &  
MARSAL CANADA INC.**

\_\_\_\_\_  
WITNESS

PER: \_\_\_\_\_

Print Name: \_\_\_\_\_  
*I have the authority to bind the Corporation.*

Buyer	Seller

**SCHEDULE "A"**

Seller's Agency: The term seller includes landlord and lessor.

When representing a seller, a real estate company represents only the interests of the seller. A seller's agent is required to disclose known facts that might influence the seller's decision.

Buyer's Agency: The term buyer includes tenant and lessee.

When representing a buyer, a real estate company represents only the interest of the buyer. A buyer's agent is required to disclose known facts that might influence the buyer's decision.

Limited Dual Agency: Limited dual agency occurs when the same real estate company is representing both the seller and buyer in a transaction.

Because there is potential for conflict between duties owed by the real estate company to the seller and the buyer, there are limitations to what a REALTOR may disclose in transactions involving dual agency. These limitations are:

1. The REALTOR will not disclose that the buyer will pay a price or agree to terms other than those contained in the offer, or that the seller will accept a price or terms other than those contained in the listing agreement.
2. The REALTOR will not disclose the motivation of the buyer to buy or the seller to sell unless authorized by the buyer or seller.
3. The REALTOR will not represent the interest of either the buyer or seller to the advantage of one over the other.
4. The REALTOR will not disclose personal or financial information of either the buyer or the seller unless authorized in writing.
5. The REALTOR shall disclose to the buyer all material defects about the physical condition of the property known to the REALTOR.
6. All "comparable" property information may be disclosed to both the seller and buyer at any time.

A real estate company is required to inform the buyer and seller of a limited dual agency.

Buyer	Seller

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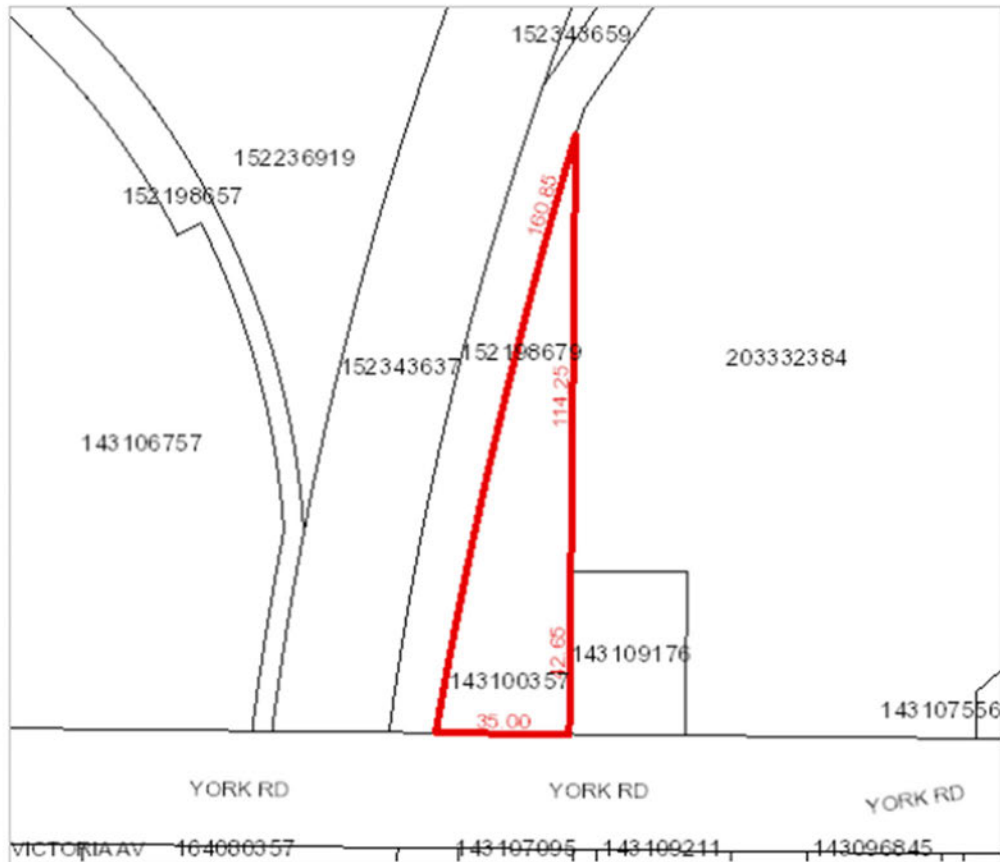
**SCHEDULE "B"**

The Lands

Buyer	Seller


**Surface Parcel Number: 143100357**

REQUEST DATE: Wed May 26 14:08:18 GMT-06:00 2021


**Owner Name(s) :** CONTOUR REALTY INC.

**Municipality :** CITY OF YORKTON

**Title Number(s) :** 144037256

**Parcel Class :** Parcel (Generic)

**Land Description :** Lot 16-Blk/Par 9-Plan 00Y00664 Ext 0

**Source Quarter Section :** SW-11-26-04-2

**Commodity/Unit :** Not Applicable

**Area :** 0.299 hectares (0.74 acres)

**Converted Title Number :** 00Y00664G

**Ownership Share :** 1:1

DISCLAIMER: THIS IS NOT A PLAN OF SURVEY. It is a consolidation of plans to assist in identifying the location, size and shape of a parcel in relation to other parcels. Parcel boundaries and area may have been adjusted to fit with adjacent parcels. To determine actual boundaries, dimensions or area of any parcel, refer to the plan, or consult a surveyor.

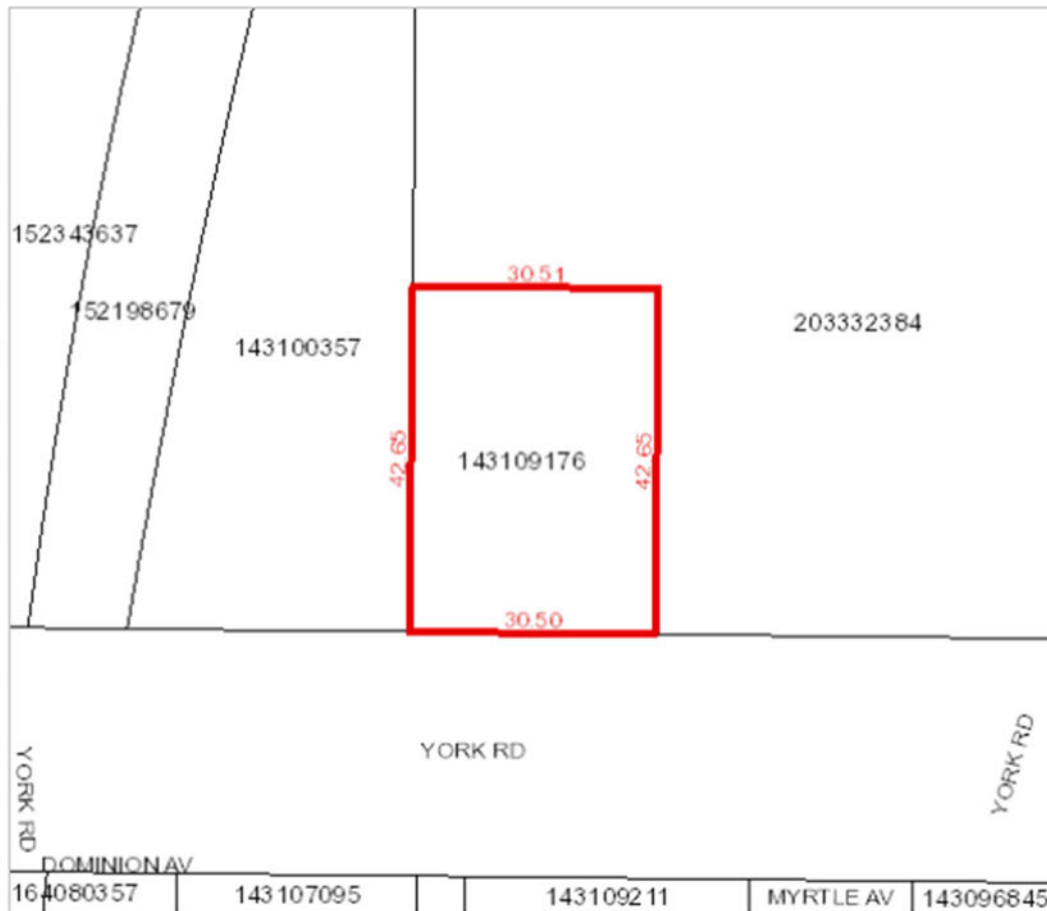


25391722v3

Buyer	Seller


**Surface Parcel Number: 143109176**

REQUEST DATE: Wed May 26 14:10:58 GMT-06:00 2021


**Owner Name(s) :** CONTOUR REALTY INC.

**Municipality :** CITY OF YORKTON

**Area :** 0.13 hectares (0.32 acres)

**Title Number(s) :** 144037234

**Converted Title Number :** 00Y00664F

**Parcel Class :** Parcel (Generic)

**Ownership Share :** 1:1

**Land Description :** Lot 15-Blk/Par 9-Plan 00Y00664 Ext 0

**Source Quarter Section :** SW-11-26-04-2

**Commodity/Unit :** Not Applicable

DISCLAIMER: THIS IS NOT A PLAN OF SURVEY. It is a consolidation of plans to assist in identifying the location, size and shape of a parcel in relation to other parcels. Parcel boundaries and area may have been adjusted to fit with adjacent parcels. To determine actual boundaries, dimensions or area of any parcel, refer to the plan, or consult a surveyor.



25391722v3

Buyer	Seller

## **Appendix C**

### **Redacted McDougall Auction Agreement**

McDougall Auctioneers Ltd.  
610 North Service Rd.  
Emerald Park, SK S4L 3G7  
+1(800)263-4193  
mcdougallauction.com

June 4, 2021

Alvarez & Marsal Canada Inc.  
#1110, 250 6<sup>th</sup> Ave. SW  
Calgary, Alberta  
T2P 3H7

**Re: Contour Realty Inc. - 85 York Rd. West, Yorkton Auction Proposal**

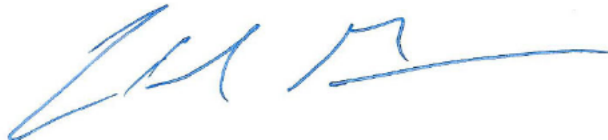
Chad,

Thank you for the opportunity to provide a proposal for the Contour Realty Inc. Yorkton property located at 85 York Road West, Yorkton, Saskatchewan (the “**Remaining Yorkton Plant and Lands**”). We have outlined some pertinent details within the subsequent pages for your consideration after our analysis of the assets and the current marketplace.

It is our position that the current economic climate for commercial real estate property in Yorkton, Saskatchewan is depressed and the attainable value for the Remaining Yorkton Plant and Lands will reflect such. After careful consideration of the real estate appraisal, the listed price with Colliers and other variables; we believe the realizations from this sale will be approximately [REDACTED], depending on whether a prospective purchaser will have use for the building or not. Accordingly, we will ensure that the Remaining Yorkton Plant and Lands is marketed to its full potential to maximize recovery.

We believe our 39 years of auction experience offers deep regional and industry specific experience with expansive international reach. We bring an exceptional team which positions us as the most suitable candidate to sell the Remaining Yorkton Plant and Lands.

Sincerely,  
McDougall Auctioneers Ltd.



Chad Guay  
Director of Appraisals & Liquidations



Table of Contents

Offers	3-4
Sales Approach	5
Marketing Strategy	6
Terms & Conditions	7-8
Company Overview	9-10

## Offer

In connection to your request for a proposal for the Remaining Yorkton Plant and Lands of Contour Realty Inc. (“**Contour**”), McDougall Auctioneers Ltd. (“**McDougall**”) hereby presents Alvarez & Marsal Canada Inc. (“**A&M**”) with the following offer to sell the Remaining Yorkton Plant and Lands located at:

Location                      85 York Road West, Yorkton, SK (the “**Remaining Yorkton Plant and Lands**”)

Offer                              McDougall will act as selling agent and conduct a reserved sale with an “Offer Box” button to allow prospective purchasers the ability to offer an amount independent of the ongoing auction, which if accepted would end the auction process immediately. The reserve price will be agreed upon between A&M and McDougall. McDougall suggests that the reserve price be set at [REDACTED]. The benefit to this option is the security of having a reserved sale while exploring potential offers. McDougall will charge a commission fee of [REDACTED] applied to the gross auction total. If the Remaining Yorkton Plant and Lands do not sell on or before September 30, 2021, then the entitlement of McDougall to receive a commission fee will come to an end (and no commission will be paid to McDougall in regard to any sale of the Remaining Yorkton Plant and Lands conducted subsequent to September 30, 2021). We will be entitled to recover our advertising expenses (the “**Advertising Expenses**”) from the auction proceeds or A&M should a suitable offer not be met.

Timeline                        90-day sale process ending on or around September 18, 2021. The milestones are outlined in detail below.

1. June 21, 2021 to July 9, 2021 - Prepare various marketing materials, commence building the auction listing and attend the site to obtain details, pictures, and measurements. Post the auction sale with the closing date of August 25, 2021.
2. July 12, 2021 to July 16, 2021 – Prepare and begin a comprehensive advertising schedule which will occur until the auction close date.
3. July 19, 2021 to July 23, 2021 – Obtain approval of the auction listing from A&M. Post the sale event online to begin online bidding.
4. August 16, 2021 to August 20, 2021 – Public inspection period by appointment only which will be staffed by McDougall.
5. August 25, 2021 – Auction Close Date

6. August 26, 2021 to September 24, 2021 – Negotiation with potential purchaser and closing period pending court approval.

### Sales Approach

We will attend to the Remaining Yorkton Plant and Lands to take pictures, measurements, and other marketing details to facilitate a July 18, 2021 auction start date if feasible. In addition, we will collect parcel pictures, titles, and a SAMA assessment. We will then build the auction listing and detail the advertising schedule appropriately to maximize recovery.

We have provided services for Court Ordered sales and are aware of the additional requirements and steps that are requested and needed in such situations. As with all our sales, it is sold “AS-IS, WHERE-IS” and “WITH ALL FAULTS” as of the closing date and the Buyer specifically agrees that neither the Seller nor McDougall make any representations or warranties of any kind whatsoever, expressed or implied.

The online timed auction will run in conjunction with an “Offer Box” option to allow prospective purchasers to submit a sealed bid to be approved by A&M. The online timed auction will end immediately should A&M accept a sealed bid submitted through the “Offer Box”. However, the online timed auction will carry on should the bid or all bids received through the “Offer Box” be rejected by A&M. Bids submitted through the “Offer Box” must be selected or rejected prior to the closing date of the online timed auction.

The terms below will be added to the sale and can be adjusted if necessary.

1. Highest bid or any bid not necessarily accepted.
2. If McDougall deems it necessary or appropriate to do so, McDougall (and/or its agents) shall be authorized to enter negotiations with one or more parties who have submitted offers, in order to obtain the “highest and best price” from such parties.
3. Upon agreement to sell the purchaser will be required to pay a deposit with certified funds to McDougall Auctioneers within 24 business hours.
4. Deposit required: standard 10% deposit and \$5000 buyers fee and applicable taxes.
5. Remainder of funds and title transfer to occur within 21 days of the court approval of sale.
6. Any Proposed Sale of the Remaining Yorkton Plant and Lands is conditional upon Contour obtaining a Sale Approval & Vesting Order of the Court of Queen’s Bench for Saskatchewan approving the Proposed Sale. It may take several weeks to obtain the required Sale Approval & Vesting Order.
7. The Seller shall provide a registerable Sale Approval & Vesting Order at its cost.
8. The Purchaser shall be responsible for the costs of its solicitor and for the costs of registration of the Sale Approval & Vesting Order, and any mortgage or other costs it may incur.

At a minimum, we will require a 90-day exclusive listing contract to enable us to find the most suitable purchasers.

### Marketing Strategy

We propose an extensive \$10,000 advertising program with various advertising firms worldwide, including but not limited to the following manner:

- Social Media
- Color Gloss Brochure for mail-out to similar industries
- Western Producer Ads
- Google Ad Words
- Kijiji
- Point2Homes
- Businessforsale.ca
- Western Investor
- Email Blasts

Also accompanied by voice ads on various radio stations throughout Canada and the United States, featuring the online auction sale as a notice to listeners. In addition, in conjunction with the above schedule, our “Client” list from the previous 39 years will be notified of the sale either by mail, e-mail or telephone marketing.

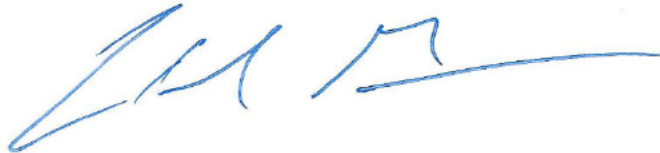
## Terms & Conditions

1. Prior to McDougall proceeding to implement the Proposal described herein, A&M will first obtain from the Court of Queen's Bench for Saskatchewan a Sale Process Order Authorizing A&M and McDougall to proceed to implement the Sale Process described herein.
2. The Sale Approval & Vesting Order will vest title to the Remaining Yorkton Plant and Lands to the Purchaser free and clear of all liens and encumbrances.
3. McDougall holds the right to deviate at its sole discretion from the sales approach and marketing approach outlined above prior to the sale date or at any point without the consideration of A&M if they deem an offer to be equivalent to fair market value.
4. McDougall will be entitled to use the company names Contour Realty Inc. and/or "Morris Industries Ltd." for advertising purposes.
5. McDougall will remarket the Remaining Yorkton Plant and Lands under the same terms and conditions should a sale fail to materialize due to environmental concerns from the prospective purchaser.
6. McDougall will be solely responsible for all expenses relating to the cataloguing, inspection, invoicing, collection, and supervision during the auction period.
7. McDougall shall be entitled to deduct the full value of the marketing campaign should the reserve price fail to be met.
8. The Remaining Yorkton Plant and Lands must remain insured by A&M until the end of the auction period.
9. The sale will be conducted with buyer's premium of \$5000 and will solely be collected by McDougall. McDougall retains the right to waive or discount the BP on any individual sale at its sole discretion.
10. McDougall holds liability insurance of \$5,000,000 for tenant access, showings and releases. This is included in the proposal at no additional cost.
11. McDougall requires free and unrestricted use of the premises for a total of (90) days. Occupancy will begin when McDougall is given access as well as keys. McDougall will not be held responsible for any utility, hydro, security, tax, etc. fees during this period.
12. Any toxic or hazardous waste, or environmental pollutants of any kind, including, paints, and other chemicals found on or about the assets or the premises remain the responsibility of the vendor.

13. McDougall ensures that all locations will be left in a tidy manner.
14. McDougall reserves the right to amend or pause the offer up until the agreed upon possession date of the assets if an event of force majeure occurs which may include but is not restricted to, acts of God, lockouts, acts of war, terrorism, insurrection, riots, civil disturbances, etc.
15. McDougall ensures to abide by the regulations under the direction of the Saskatchewan Health Authority during the auction process.
16. This offer is valid until June 15<sup>th</sup>, 2021, at 1:00 p.m. CST or any agreed upon extension date.

If you have any question or require any further information, please do not hesitate to contact the undersigned at +1-306-380-1115.

Sincerely,  
McDougall Auctioneers Ltd.



Chad Guay  
Director of Appraisals & Liquidations

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**Alvarez & Marsal Canada Inc.** hereby accepts the Offer  
under the terms and conditions presented above.

David Williams, Manager



.....  
Printed Name

.....  
Signature



## Company Overview

McDougall Auctioneers has conducted both live and online auction sales for the past 39 years and offers you an exceptional background of auction experience. Our firm's mission statement is "To provide our customers, both buyers and sellers, with the highest level of professionalism, service, honesty and integrity in a family atmosphere." I believe we back this up in the way we conduct business and look forward to working with your firm on this auction sale.

Our website is one of our most powerful tools in the advertising field. We have serviced throughout North America and around the world for the past 39 years and have built up an incredible following for live and online-timed auction sales. At the time of listing, McDougall would take photographs and videos for marketing purposes that would be posted on our website at [www.mcdougallbay.com](http://www.mcdougallbay.com). Our website generates tens of thousands of hits per day and generates many proxy bids and endless interest. Of course, with the real time internet bidding, the scope of market is worldwide and puts your equipment on a worldwide marketplace. Our track record of strong net sales results backs up our marketing strategies as well as our knowledge of how to conduct a solid and profitable auction.

We would highly recommend the consideration of conducting this auction sale for the Morris Industries Yorkton property on our high-profile online auction platform - [www.mcdougallauction.com](http://www.mcdougallauction.com). There are many advantages to conducting the sale of the property with our firm. With our yard locations, professional staff and marketing strategies we will achieve the most favorable financial results.

Our online auction platform is set up with a "10 Minute Soft Close" which is standard throughout all our online auctions. If a lot is scheduled to close at 12:00 noon and a bid is entered at 11:59, the scheduled closing time will be extended by 10 minutes, this will continue to occur if there is ongoing bidding taking place. We have designed our website this way to prevent any snipe bidding which consequently levels the playing field for all parties involved, as demonstrated in a live auction sale.

The sale will be featured and advertised in the same fashion as an exclusive "Real Estate Auction Sale". We believe it is important to convey to the potential customer, that we are selling quality equipment of a long standing good reputable company. This sale will be featured as its own exclusive online auction event and advertising the business name is key to gaining the confidence and liberal bidding of the potential buyer.

The funds from the sale will be paid out to within 14 business days of the auction sale close date to allow sufficient time for financial institutions to transfer funds over to our company. Your funds will be guaranteed, and collection duties will be the responsibility of McDougall.

Should funds for an item be deemed non-collectible for a legitimate reason, McDougall will remarket the asset at no further cost to Alvarez & Marsal.

We are one of the very few auction houses in Canada to own and develop an auction program.



which handles all payments, applicable taxes, etc. facilitating an efficiently run online auction sale. McDougall offers a secure online payment platform backed by Moneris as well as direct Registration as a Payee to most financial institutions. We accept all the traditional methods of payment i.e., wire transfers, cash, approved company cheques as well.

**Appendix D**  
**Claims Procedure Order**

COURT FILE NUMBER Q.B. No. 1884 of 2019

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

JUDICIAL CENTRE SASKATOON

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, RSC 1985, c C-36, AS  
AMENDED (the "CCAA")

AND IN THE MATTER OF A PROPOSED PLAN OF ARRANGEMENT FOR THE CREDITORS OF  
CONTOUR REALTY INC,

AND IN THE MATTER OF THE RECEIVERSHIP OF 101098672 SASKATCHEWAN LTD., MORRIS  
INDUSTRIES LTD., MORRIS SALES AND SERVICE LTD., and MORRIS INDUSTRIES (USA) INC.

**ORDER**  
**(Director and Officer Claims Process)**

Before the Honourable Mr. Justice R.W. Elson in Chambers the 18th day of June, 2021.

Upon application by counsel on behalf of Alvarez & Marsal Canada Inc., in its capacity as Court-appointed Monitor in respect of Contour Realty Inc. and Court-appointed Receiver in respect of 101098672 Saskatchewan Ltd., Morris Industries Ltd., Morris Sales and Service Ltd., and Morris Industries (USA) Inc. (the "**Monitor**"), and upon hearing Jeffrey M. Lee, Q.C and Paul Olfert, counsel on behalf of the Monitor, and upon hearing from counsel for other parties; and upon reading the Notice of Application dated June 15, 2021, the Seventeenth Report of the Monitor dated June 15, 2021, and the Draft Order (Director and Officer Claims Process) (collectively, the "**Application Materials**"), all filed with proof of service; and upon reading the pleadings and proceedings herein;

The Court Orders:

**SERVICE**

1. Service of the Application Materials upon all parties listed on the Service List maintained in these proceedings shall be and is hereby deemed to be good, timely and sufficient.

**DEFINITIONS**

2. All capitalized terms used and not otherwise defined herein shall have the same meanings as defined in the Amended and Restated Initial Order granted on January 16, 2020 in these proceedings by the Honourable Mr. Justice R.W. Elson (the "**Initial Order**").
3. For the purposes of this Order the following terms shall have the following meanings:
  - (a) "**Alternative Timeline**" means the alternative Claims Procedure deadlines set out in paragraph 24 hereof which are applicable if the Monitor issues a Notice of Revision or Disallowance dated on or after **July 23, 2021**;
  - (b) "**Applicants**" means 101098672 Saskatchewan Ltd., Morris Industries Ltd., Morris Sales and Service Ltd., Contour Realty Inc. and Morris Industries (USA) Inc.;
  - (c) "**BIA**" means the *Bankruptcy and Insolvency Act* (Canada), as amended;

- (d) **"Business Day"** means a day, other than a Saturday, Sunday or a statutory holiday, on which banks are generally open for business in Saskatoon, Saskatchewan (or would be open absent pandemic or other extraordinary conditions);
- (e) **"Calendar Day"** means a day, including a Saturday, Sunday and any statutory holidays;
- (f) **"Case Website"** means the website referenced in paragraph 49 of the Initial Order and as defined in the Electronic Case Information and Service Protocol attached as Schedule "C" thereto;
- (g) **"Claim"** shall exclude an Excluded Claim (as defined herein) but shall include any other claim, cause of action or demand of any nature or kind whatsoever of any Person against any Past and Present Director or Officer that arises from or is in any way connected with a Past and Present Director or Officer being a director or officer of the Applicants, including without limitation:
  - (i) Claims, causes of action or demands of any nature or kind whatsoever of any present or former employee of the Applicants;
  - (ii) Claims, causes of action or demands of any nature or kind whatsoever of any trade unions, employee association or similar employee related entity; and
  - (iii) Claims, causes of action or demands of any nature or kind whatsoever of any Person arising out of any statute or law that imposes liability on a director or officer of any kind or nature, including, without limitation, claims arising under the *Excise Tax Act*, RSC 1985, c E-15 and the *Wage Earner Protection Program Act*, SC 2005, c 47, s 1;

and for greater certainty, includes any claim, cause of action, or demand of any nature or kind whatsoever or right, whether known or unknown, at the date of this Order, and whether liquidated, unliquidated, contingent, legal, equitable or statutory that can or may be made against any Past and Present Director or Officer, whether or not such right or claim is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured, unsecured, perfected, unperfected, present, future, by guarantee, surety or otherwise, and whether or not such right is executory or anticipatory in nature, including the right or ability of any Person, including Past and Present Directors and Officers, to advance a claim for contribution or indemnity or otherwise with respect to any matter, action, cause or chose in action, whether existing at present or commenced in the future, which indebtedness, liability or obligation is based in whole or in part on facts which existed prior to the Filing Date, and any right or claim of any Person against the Past and Present Directors and Officers in connection with indebtedness, liability or obligation of any kind whatsoever owed by the Past and Present Directors and Officers to such Person arising out of the restructuring, disclaimer, resiliation, termination or breach on or after the Filing Date of any contract, lease or other agreement, whether written or oral, and whether such restructuring, disclaimer, resiliation, termination or breach took place or takes place before or after the Filing Date;

- (h) **"Claim Amount Notice"** means the Claim Amount Notice referred to herein to form part of the Claims Package where applicable, substantially in the form attached hereto as Schedule "B";
- (i) **"Claimant"** means a Person asserting a Claim (or, where applicable, an Indemnity Claim) in accordance with the Director and Officer Claims Process contained in this Order;
- (j) **"Claims Bar Date"** means 4:00 p.m. Saskatchewan time on July 30, 2021;

- (k) **"Claims Package"** means the materials to be provided by the Monitor, which materials shall include the Notice to Creditor, the Claim Amount Notice (if applicable), blank Proof of Claim Form with a Proof of Claim instruction letter, the List of Claims and such other materials as the Monitor may consider appropriate or desirable;
- (l) **"Contour"** means Contour Realty Inc.;
- (m) **"Court"** means the Court of Queen's Bench for Saskatchewan;
- (n) **"Creditor"** means any Person having a Claim (or, where applicable, an Indemnity Claim) including a transferee or assignee of a transferred Claim (or Indemnity Claim) that is recognized as a Creditor in accordance with paragraph 27 hereof, or a trustee, executor, liquidator, receiver, receiver and manager or other person acting on behalf of or through such Person;
- (o) **"Director and Officer Claims Process"** means the process outlined in this Order in connection with the assertion of a Claim against any Past and Present Directors and Officers;
- (p) **"Excluded Claim"** means claims enumerated in sections 5.1(2) and 19(2) of the CCAA;
- (q) **"Filing Date"** means January 8, 2020;
- (r) **"Indemnity Claim"** means any existing or future right of any Past and Present Directors and Officers against any of the Applicants which arose or arises as a result of any Person filing a Proof of Claim in respect of such Past and Present Director or Officer for which such Past and Present Director or Officer is entitled to be indemnified by such Applicant;
- (s) **"Indemnity Claims Bar Date"** has the meaning set out in paragraph 18 hereof;
- (t) **"Indemnity Proof of Claim"** means the indemnity proof of claim in substantially the form attached as Schedule "F" hereto, to be completed and filed by a Past and Present Director and Officer setting forth its proposed Indemnity Claim and which shall include all supporting documents in respect of such Indemnity Claim;
- (u) **"List of Claims"** means the list of Claims and Creditors prepared by the Monitor, including all known Claims and Creditors and the amounts of each Claim or, where the amount of the Claim is unknown, a notation that the amount is "unknown";
- (v) **"Notice to Creditor"** means the notice to be sent by the Monitor to the Creditors, or to be published, as described herein, substantially in the form attached as Schedule "A" hereto;
- (w) **"Notice of Dispute"** means the notice referred to herein, substantially in the form attached as Schedule "E" hereto, which may be delivered to the Monitor by a Claimant disputing a Notice of Revision or Disallowance;
- (x) **"Notice of Revision or Disallowance"** means the notice referred to herein, substantially in the form attached as Schedule "D" hereto, advising a Claimant that the Monitor has revised or disallowed all or part of such Claimant's Claim (or Indemnity Claim) as set out in its Proof of Claim;
- (y) **"Past and Present Directors and Officers"** means any one or more of the former, current, or future directors and officers of the Applicants or any of them;

- (z) **"Person"** means any individual, firm, corporation, limited or unlimited liability company, general or limited partnership, association, trust, unincorporated organization, joint venture, government or any agency or instrumentality thereof or any other entity;
- (aa) **"Plan"** means any plan of compromise or arrangement that may be brought forward by the Applicants or any other party;
- (bb) **"Proceedings"** means the proceedings pursuant to the CCAA respecting Contour and the receivership proceedings respecting the Receivership Entities;
- (cc) **"Proof of Claim"** means the Proof of Claim referred to herein to be attached to the Claim Amount Notice and filed by certain Creditors substantially in the form attached as Schedule "C" hereto;
- (dd) **"Proven Claim"** means a Claim, as finally determined, including for the purposes of voting and distribution under the Plan in accordance with paragraphs 19-23 hereof; and
- (ee) **"Receivership Entities"** means 101098672 Saskatchewan Ltd., Morris Industries Ltd., Morris Sales and Service Ltd., and Morris Industries (USA) Inc.

#### **DIRECTOR AND OFFICER CLAIMS PROCESS**

- 4. The Director and Officer Claims Process is hereby approved.

#### **NOTICE OF CLAIMS PACKAGE**

- 5. Within ten (10) Business Days of the date of this Order, the Monitor shall send the Claims Package (by prepaid registered mail, courier, personal delivery, facsimile transmission or email) to any Person whom the Monitor or any director or officer believes may have a potential Claim and in respect of which Person the Applicants have within their books and records a physical address or an electronic address, including:
  - (a) all present and former employees of the Applicants;
  - (b) all unions, employee associations or similar entities that represent or represented any employee of the Applicants;
  - (c) all government entities or Persons who may have Claims in respect of or on behalf of the present or former employees of an Applicant or who may have any other Claim;
  - (d) all government entities or persons who may have Claims arising under any federal or provincial statute, including without limitation:
    - (i) federal or provincial statutes in respect of taxes or other levies or charges; and
    - (ii) *The Wage Earner Protection Program Act.*
- 6. The Proof of Claim to be delivered to each such Creditor as part of the Claims Package shall provide general information and instructions in respect of the filing of Claims.
- 7. The Monitor shall cause the Notice to Creditor to be published in the Saskatoon *Star-Phoenix*, the Regina *Leader-Post*, and the *Winnipeg Free Press* within five (5) Business Days of the date of this Order.

8. The Monitor shall cause the Claims Package and a copy of this Order to be posted on the Case Website within two (2) Business Days of the date of this Order.
9. To the extent that any Creditor requests documents relating to the Director and Officer Claims Process prior to the Claims Bar Date or if the Applicants or the Monitor become aware of any further Claims, the Monitor shall forthwith direct the Creditor to the Claims Package posted on the Case Website or otherwise respond to the request for the Claims Package as may be appropriate in the circumstances.
10. The forms of Notice to Creditor, Claim Amount Notice, Proof of Claim, Notice of Revision or Disallowance, Notice of Dispute, and Indemnity Proof of Claim attached hereto as Schedules "A" to "F", respectively, are hereby approved. Despite the foregoing, the Applicants and the Monitor may, from time to time, make non-substantive changes to these forms as the Monitor considers necessary or desirable.
11. The sending to the Creditors and publication of the Claims Package in accordance with this Order, and completion of the other requirements of this Order, shall constitute good and sufficient service and delivery of notice of this Order and the Claims Bar Date on all Persons who may be entitled to receive notice and who may wish to assert a Claim, and no other notice or service need be given or made and no other document or materials need be sent to or served upon any Person in respect of this Order.
12. The delivery of a Claims Package (or an Indemnity Proof of Claim) by the Monitor to a Person shall not constitute an admission by the Applicants, the Past and Present Directors and Officers or the Monitor of any liability.

#### **DEEMED ACCEPTANCE OF CLAIMS**

13. Notwithstanding anything else in this Order, the Monitor may provide a Claim Amount Notice to a Creditor setting out the amount of any Claim that Creditor has against a Past and Present Director or Officer according to the books and records of the Applicants. If a Creditor wishes to object to the amount listed on the Claim Amount Notice in respect of its Claim, the Creditor must, on or before the Claims Bar Date, deliver a Proof of Claim to the Monitor. If a Creditor does not deliver a Proof of Claim in respect of a Claim included in a Claim Amount Notice, the amount of that Creditor's Claim as set out in the Claim Amount Notice the Creditor shall be deemed to have accepted the Claim, and the Claim shall be deemed to be such Creditor's Proven Claim for voting and distribution purposes under any Plan, without any further act of any such Creditor.
14. The Monitor may revise the amount of a Claim to correct any error, defect or omission in a Claim Amount Notice. If the Monitor revises the amount of a Claim, then it shall send a revised Claim Amount Notice to the affected Creditor.

#### **FILING PROOFS OF CLAIM**

15. Any Person with a Claim must deliver a Proof of Claim to the Monitor on or before the Claims Bar Date or such later date as the Monitor may agree in writing or the Court may otherwise direct. Any Person with a Claim who fails to deliver a Proof of Claim to the Monitor shall:
  - (a) be and is hereby forever barred, estopped and enjoined from asserting or enforcing any Claim against the Applicants or Past and Present Directors and Officers, and all such Claims shall be forever extinguished;
  - (b) not be permitted to vote on any Plan, if applicable, on account of such Claim(s);

- (c) not be entitled to receive further notice with respect to the Director and Officer Claims Process or the Proceedings; and
- (d) not be permitted to participate in any distribution under the Plan or otherwise on account of such Claim(s).

This paragraph 15 shall survive any termination of the Proceedings.

- 16. A Proof of Claim must be filed in respect of every Claim, regardless of whether or not a legal proceeding in respect of a Claim has been previously commenced.
- 17. Each Person shall include any and all Claims in a single Proof of Claim.
- 18. Any Past and Present Director or Officer with an Indemnity Claim must deliver an Indemnity Proof of Claim to the Monitor so that it is received by the Monitor no later than fifteen (15) Business Days after the delivery by the Monitor of the underlying Proof of Claim to such Past and Present Director or Officer (the **"Indemnity Claims Bar Date"**) or such later date as the Monitor may agree in writing or the Court may otherwise direct. Any Past and Present Director or Officer with an Indemnity Claim who fails to deliver an Indemnity Proof of Claim to the Monitor shall:
  - (a) be and is hereby forever barred, estopped and enjoined from asserting or enforcing any Indemnity Claim against the Applicants, and all such Indemnity Claims shall be forever extinguished;
  - (b) not be permitted to vote on any Plan, if applicable, on account of such Indemnity Claim(s);
  - (c) not be entitled to receive further notice with respect to the Director and Officer Claims Process or the Proceedings; and
  - (d) not be permitted to participate in any distribution under the Plan or otherwise on account of such Indemnity Claim(s).

This paragraph 18 shall survive any termination of the Proceedings.

#### **ADJUDICATION OF CLAIMS**

- 19. The Monitor shall review all Proofs of Claim received on or before the Claims Bar Date and shall accept, revise or reject each Claim. If the Monitor intends to revise or reject a Claim, the Monitor shall notify the Claimant who has delivered such Proof of Claim that such Claim as set out therein has been revised or rejected and the reasons therefore, by sending a Notice of Revision or Disallowance to the Claimant by no later than ten (10) Calendar Days after receipt of the Proof of Claim from the Claimant. Where the Monitor does not send a Notice of Revision or Disallowance to a Claimant by such date, the Monitor shall be deemed to have accepted such Claimant's Claim in the amount set out in that Claimant's Proof of Claim.
- 20. The Monitor shall review all Indemnity Proofs of Claim received on or before the applicable Indemnity Claims Bar Date and shall accept, revise or reject each Indemnity Claim. If the Monitor intends to revise or reject an Indemnity Claim, the Monitor shall notify the Claimant who has delivered such Indemnity Proof of Claim that such Claim as set out therein has been revised or rejected and the reasons therefore, by sending a Notice of Revision or Disallowance to the Claimant by no later than ten (10) Calendar Days after receipt of the Indemnity Proof of Claim from the Claimant. Where the Monitor does not send a Notice of Revision or Disallowance to a Claimant by such date, the Monitor shall be deemed to have accepted such Claimant's Indemnity Claim in the amount set out in that Claimant's Indemnity Proof of Claim.



21. Any Claimant (including, for greater certainty, an Indemnity Claimant) who intends to dispute a Notice of Revision or Disallowance shall:
- (a) deliver a completed Notice of Dispute to the Monitor by the later of ten (10) Calendar Days after the Notice of Revision or Disallowance was delivered by the Monitor to the Claimant or such other date as may be agreed to by the Monitor in writing; and
  - (b) within 15 Calendar Days of delivery of the Notice of Dispute (or such longer period to which the Monitor consents in writing), file and serve on counsel for the Monitor and all counsel listed on the Service List a Notice of Application returnable in the Proceedings along with supporting affidavit materials seeking to determine the validity of that portion of the Claimant's Claim that was disallowed by the Monitor, the hearing of such application to be on a date agreed upon by the parties to the application and subject to the Court's availability.
22. Where a Claimant that receives a Notice of Revision or Disallowance does not file a completed Notice of Dispute and file and serve the Notice of Application and supporting affidavit(s) by the time set out herein in paragraph 21, such Claimant's Claim shall be deemed to be as set out in the Notice of Revision or Disallowance.
23. Where the value of a Claimant's Claim has not been finally determined by the Court by the date of a meeting to consider a Plan, the Monitor shall either:
- (a) accept the Claimant's determination of the value of the Claim as set out in the applicable Proof of Claim or Notice of Dispute only for the purposes of voting, and conduct the meeting on that basis subject to a final determination of such Claimant's Claim for the purposes of distribution or otherwise, and in such case the Monitor shall record separately the value of such Claimant's Claim and whether such Claimant voted in favour of or against the Plan;
  - (b) adjourn the meeting until a final determination of the Claim is made; or
  - (c) deal with the matter as the Court may otherwise direct or as the Monitor and the Claimant may otherwise agree.

#### ALTERNATIVE TIMELINE

24. In the event the Monitor sends a revised Claim Amount Notice to an affected Creditor pursuant to paragraph 14 hereof which is dated on or after **July 23, 2021**, the following timeline will apply to the adjudication of such Creditor's Claim:

Deadline for the affected Creditor to deliver a Proof of Claim to the Monitor:	15 Calendar Days from the day on which the revised Claim Amount Notice is dated
Deadline for the Monitor to deliver a Notice of Revision or Disallowance to the affected Creditor:	10 Calendar Days from the day on which the Proof of Claim is received by the Monitor
Deadline for the affected Creditor to deliver a Notice of Dispute to the Monitor:	15 Calendar Days from the day on which the Notice of Revision or Disallowance is dated
Deadline for the affected Creditor to file a Notice of Application and serve it on counsel on the Service List:	15 Calendar Days from the day on which the Notice of Dispute was delivered to the Monitor

For further clarity, if the revised Claim Amount Notice is dated on or before **July 23, 2021**, the timeline provisions appearing in paragraphs 19-23 will apply to the adjudication of such Creditor's Claim.

#### **SET-OFF**

25. The Past and Present Directors and Officers may set off (whether by way of legal, equitable or contractual set-off) against payments or other distributions to be made pursuant to any Plan to any Claimant, any claims of any nature whatsoever that the Past and Present Directors and Officers may have against such Claimant, however, neither the failure to do so nor the allowance of any Claim hereunder shall constitute a waiver or release by the Past and Present Directors and Officers of any such claim that the Past and Present Directors and Officers may have against such Claimant.

#### **NOTICE OF TRANSFEREES**

26. Leave is hereby granted, from the date of this Order until seven (7) days prior to the date fixed by the Court for a meeting of Claimants to vote on a Plan, to permit a Claimant to provide written notice to the Monitor of assignment or transfer of a Claim.
27. Subject to the terms of any subsequent Order of this Court, if, after the Filing Date, the holder of a Claim transfers or assigns the whole of such Claim to another Person, neither the Monitor nor the Applicants shall be obligated to give notice or otherwise deal with the transferee or assignee of such Claim in respect thereof unless and until actual notice of transfer or assignment, together with satisfactory evidence of such transfer or assignment, shall have been received and acknowledged by the Monitor in writing and thereafter such transferee or assignee shall for the purposes hereof constitute the "Claimant" in respect of such Claim. Any such transferee or assignee of a Claim shall be bound by any notices given or steps taken in respect of such Claim in accordance with this Order prior to receipt and acknowledgement by the Monitor of satisfactory evidence of such transfer or assignment. A transferee or assignee of a Claim takes the Claim subject to any rights of set-off to which the Past and Present Directors and Officers may be entitled with respect to such Claim. For greater certainty, a transferee or assignee of a Claim is not entitled to set-off, apply, merge, consolidate or combine any Claims assigned or transferred to it against or on account or in reduction of any amounts owing by such Person to the Applicants or Past and Present Directors and Officers. No transfer or assignment shall be effective for voting purposes unless sufficient notice and evidence of such transfer has been received by the Monitor no later than 4:00 p.m. on the date that is seven (7) Calendar Days prior to the date fixed by the Court for the meeting of Claimants to vote on a Plan, failing which the original transferor shall have all applicable rights as the "Creditor" with respect to such Claim as if no transfer of the Claim had occurred. Reference to transfer in this Order includes a transfer or assignment whether absolute or intended as security.

#### **SERVICE AND NOTICE**

28. The Monitor may, unless otherwise specified by this Order, serve and deliver the Claims Package, any letters, notices or other documents to Creditors or any other interested Person by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery, facsimile transmission or email to such Persons at the physical or electronic address, as applicable, last shown on the books and records of the Applicants or set out in such Claimant's Proof of Claim. Any such service and delivery shall be deemed to have been received: (i) if sent by ordinary mail, the fifth Business Day after mailing; (ii) if sent by courier or personal delivery, on the next Business Day following dispatch; and (iii) if delivered by facsimile transmission or by email by 4:00 p.m. on a Business Day, on such Business Day and if delivered after 4:00 p.m. or other than on a Business Day, on the following Business Day.
29. Any notice or communication required to be provided or delivered by a Creditor or Claimant to the Applicants or the Monitor under this Order shall be in writing in substantially the form, if any,

provided for in this Order and will be sufficiently given only if delivered by prepaid registered mail, courier, personal delivery, facsimile transmission or email addressed to:

**Alvarez & Marsal Canada Inc.**  
**Suite 1110, 250 6th Avenue SW**  
**Calgary, AB T2P 3H7**  
**Attention: David Williams**  
**Email: morris.claims@alvarezandmarsal.com**

30. Any such notice or communication delivered by a Creditor or Claimant shall be deemed to be received upon actual receipt thereof by the Monitor during normal business hours on a Business Day or if delivered outside of normal business hours, the next Business Day.
31. If during any period during which notices or other communications are being given pursuant to this Order a postal strike or postal work stoppage of general application should occur, such notices or other communications sent by ordinary mail and then not received shall not, absent further Order of this Court, be effective and notices and other communications given hereunder during the course of any such postal strike or work stoppage of general application shall only be effective if given by courier, personal delivery, facsimile transmission or email in accordance with this Order.
32. In the event this Order is later amended by further Order of this Court, the Monitor may post such further Order on the Case Website and such posting shall constitute adequate notice to creditors of such amended Director and Officer Claims Process.

#### **PROTECTIONS FOR MONITOR**

33. In carrying out the terms of this Order, the Monitor shall have all of the protections given to it by the CCAA and the Initial Order and as an officer of this Court, including the stay of proceedings in its favour.
34. The Monitor shall incur no liability or obligation as a result of the carrying out of the provisions of this Order.
35. The Monitor shall be entitled to rely on the books and records of the Applicants, and any information provided by the Applicants, all without independent investigation. The Monitor shall not be liable for any claims or damages resulting from any errors or omissions in such books, records or information.

#### **GENERAL PROVISIONS**

36. The Applicants, the Past and Present Directors and Officers, their respective agents and representatives, and any other Person given notice of this Order shall fully cooperate with the Monitor in the exercise of its powers and the discharge of its duties and obligations under this Order.
37. Nothing in this Order shall prejudice the rights and remedies of any Past and Present Directors and Officers or other Persons under the Directors' Charge or any applicable insurance policy or prevent or bar any Person from seeking recourse against or payment from any Past and Present Director's liability insurance policy or policies that exist to protect or indemnify the Past and Present Directors and Officers or other Persons, whether such recourse or payment is sought directly by the Person asserting a Claim from the insurer or derivatively through the Past and Present Director; provided, however, that nothing in this Order shall create any rights in favour of such Person under any policies of insurance nor shall anything in this Order limit, remove, modify or alter any defence to such Claim available to the insurer pursuant to the provisions of any insurance policy or at law; and further provided that any Claim or portion thereof for which the Person receives payment directly from, or confirmation that the Person is covered by, any Past and Present Director or Officer's

liability insurance or other liability insurance policy or policies that exist to protect or indemnify the Past and Present Directors and Officers or other Persons shall not be recoverable as against the Past and Present Directors and Officers.

38. The Monitor is hereby authorized to use reasonable discretion as to the adequacy of compliance with respect to the manner in which any forms delivered hereunder are completed and executed and the time in which they are submitted, and may, where they are satisfied that a Claim (or Indemnity Claim) has been adequately proven, waive strict compliance with the requirements of this Order, including in respect of the completion, execution and time of delivery of such forms, and may request any further documentation from a Claimant that the Applicants or the Monitor may require in order to enable them to determine the validity of a Claim (or Indemnity Claim).
39. All references as to time herein shall mean local time in Saskatoon, Saskatchewan, Canada ("**Saskatchewan Time**"), and any reference to an event occurring on a Business Day shall mean prior to 4:00pm on such Business Day unless otherwise indicated herein.
40. Any Claim (or Indemnity Claim) denominated in foreign currency shall be converted to Canadian dollars at the Bank of Canada noon exchange rate in effect at the Filing Date.
41. Notwithstanding any other provisions of this Order, the solicitation by the Monitor or the Applicants of Proofs of Claim and the filing by any Claimant of any Proof of Claim (or Indemnity Proof of Claim) shall not, for that reason only, grant any Person any standing in these proceedings or rights under any proposed Plan.
42. Nothing in this Order shall constitute or be deemed to constitute an allocation or assignment of Claims, Indemnity Claims, or Excluded Claims by the Applicants into particular affected or unaffected classes for the purpose of a plan of compromise or arrangement.
43. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States, to give effect to this Order and to assist the Applicants, the Monitor and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested:
  - (a) to make such orders and to provide such assistance to the Applicants and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order;
  - (b) to grant representative status to the Monitor in any foreign proceeding; and
  - (c) to assist the Applicants and the Monitor and their respective agents in carrying out the terms of this Order.
44. Each of the Applicants and the Monitor shall be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and the Monitor is authorized and empowered to act as a representative in respect of these proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.
45. Any interested Person (including the Applicants and the Monitor) may apply to this Court to vary or amend this Order on not less than seven (7) days notice to any other party or parties likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

46. This Order and all of its provisions are effective as of 12:01 a.m. Saskatchewan Time on the date of the issuance of this Order.

ISSUED at the City of Saskatoon, in the Province of Saskatchewan, this \_\_\_\_\_ day of June, 2021.

\_\_\_\_\_  
DEPUTY LOCAL REGISTRAR

This Order was delivered by:

MLT Aikins LLP  
1201, 409 3<sup>rd</sup> Avenue South  
Saskatoon, SK S7K 5R5  
Attention: Jeffrey M. Lee, Q.C. and Paul Olfert  
E-mail: JMLee@mltaikins.com / POlfert@mltaikins.com

TO: ALL RECIPIENTS LISTED ON THE SERVICE LIST

**SCHEDULE "A"**  
**NOTICE TO CREDITOR**

[Date]

**TO:** [NAME AND ADDRESS OF CREDITOR OR INTERESTED PARTY]

**RE:** IN THE MATTER OF AN ORDER (DIRECTOR AND OFFICER CLAIMS PROCESS) RESPECTING 101098672 SASKATCHEWAN LTD., MORRIS INDUSTRIES LTD., MORRIS SALES AND SERVICE LTD., CONTOUR REALTY INC., and MORRIS INDUSTRIES (USA) INC. (the "**Applicants**")

On January 8, 2020, the Applicants commenced proceedings (the "**Proceedings**") under the *Companies' Creditors Arrangement Act*, RSC 1985, c C-36 (the "**CCAA**") and obtained protection under the CCAA. Alvarez & Marsal Canada Inc. remains the Monitor of Contour Realty Inc. and has subsequently been appointed Receiver in respect of 101098672 Saskatchewan Ltd., Morris Industries Ltd., Morris Sales and Service Ltd., and Morris Industries (USA) Inc. (the "**Monitor**").

As part of the Proceedings, the Court of Queen's Bench for Saskatchewan has ordered that a Director and Officer Claims Process be initiated in order that all claims against the former, current, or future directors and officers of the Applicants or any of them (the "**Past and Present Directors and Officers**") can be determined.

**Only a creditor who establishes their claim against the Past and Present Directors and Officers in accordance with the Director and Officer Claims Process will be entitled to receive a distribution on account of such claim against the Applicants.**

The Order establishing the Director and Officer Claims Process granted by the Honourable \_\_\_\_\_ Justice \_\_\_\_\_ on [DATE], as well as all relevant instructions and documents related to the Director and Officer Claims Process, including the Claim Amount Notice, List of Claims and Proof of Claim form, can be obtained from the Monitor's webpage located at [www.alvarezandmarsal.com/morris](http://www.alvarezandmarsal.com/morris) or by contacting the Monitor at the following:

**Alvarez & Marsal Canada Inc.**  
**Suite 1110, 250 6th Avenue SW**  
**Calgary, AB T2P 3H7**  
**Attention: David Williams**  
**Email: [morris.claims@alvarezandmarsal.com](mailto:morris.claims@alvarezandmarsal.com)**

The deadline for a creditor to submit a Proof of Claim, if required under the Director and Officer Claims Process, in respect of any claim it has, or believes it has, against the Past and Present Directors and Officers is 4:00 p.m. Saskatchewan time on **July 30, 2021** (the "**Claims Bar Date**").

**Claims which are not submitted to the Monitor by way of Proof of Claim, or otherwise acknowledged by a Claim Amount Notice, on or before the Claims Bar Date will be forever barred and Creditors holding such Claims will be forever barred from making or enforcing any Claim against the Past and Present Directors and Officers and the Claim shall be forever released and extinguished.**

Yours truly,

**SCHEDULE "B"**

**CLAIM AMOUNT NOTICE**

**COURT FILE NUMBER    Q.B. No. 1884 of 2019**

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

**JUDICIAL CENTRE        SASKATOON**

**IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, RSC 1985, c C-36, AS  
AMENDED (the "CCAA")**

**AND IN THE MATTER OF A PROPOSED PLAN OF ARRANGEMENT FOR THE CREDITORS OF  
CONTOUR REALTY INC,**

**AND IN THE MATTER OF THE RECEIVERSHIP OF 101098672 SASKATCHEWAN LTD., MORRIS  
INDUSTRIES LTD., MORRIS SALES AND SERVICE LTD., and MORRIS INDUSTRIES (USA) INC.**

**CLAIM AMOUNT NOTICE**

Full Legal Name of Creditor: \_\_\_\_\_

Pursuant to the Order (Director and Officer Claims Process) of the Honourable \_\_\_\_\_ Justice \_\_\_\_\_, pronounced in the above noted proceedings on [DATE], and as may be amended, restated or supplemented from time to time (the "**Director and Officer Claims Process Order**"), Alvarez & Marsal Canada Inc. in its capacity as Court-appointed Monitor/Receiver in these proceedings, hereby gives you notice that the Applicants, in consultation with the Monitor, has determined your Claim as follows:

	<b>PERSON LIABLE</b>	<b>CLAIM AMOUNT (CAD)</b>
<b>Total Claim</b>		

If you do not agree with this Claim Amount Notice, please take note of the following:

**If you intend to dispute this Claim Amount Notice, you must deliver a Proof of Claim in the form attached hereto, by prepaid registered mail, personal delivery, email (in PDF format), courier or facsimile transmission to the address listed below so that such Proof of Claim is received by the Monitor by 4:00 p.m. Saskatchewan time on July 30, 2021, being the Claims Bar Date, or such other date as provided in the Director and Officer Claims Process Order or as may be agreed by the Monitor. The form of Proof of Claim is attached to this Notice.**

The address to send the Proof of Claim to is:

**Alvarez & Marsal Canada Inc.**  
**Suite 1110, 250 6th Avenue SW**  
**Calgary, AB T2P 3H7**  
**Attention: David Williams**  
**Email: morris.claims@alvarezandmarsal.com**

If you do not deliver a Proof of Claim by the time specified, the nature and amount of your Claim, if any, shall be as set out in this Claim Amount Notice for voting and/or distribution purposes.

**If you fail to take action before the Claims Bar Date, this Claim Amount Notice will be binding upon you.**

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**ALVAREZ & MARSAL CANADA INC.**

In its capacity as Court-appointed [Monitor/Receiver] of [Applicant], and not in its personal or corporate capacity

Per: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

DRAFT



**SCHEDULE "C"**

**PROOF OF CLAIM**

**COURT FILE NUMBER    Q.B. No. 1884 of 2019**

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

**JUDICIAL CENTRE        SASKATOON**

**IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, RSC 1985, c C-36, AS  
AMENDED (the "CCAA")**

**AND IN THE MATTER OF A PROPOSED PLAN OF ARRANGEMENT FOR THE CREDITORS OF  
CONTOUR REALTY INC,  
AND IN THE MATTER OF THE RECEIVERSHIP OF 101098672 SASKATCHEWAN LTD., MORRIS  
INDUSTRIES LTD., MORRIS SALES AND SERVICE LTD., and MORRIS INDUSTRIES (USA) INC.**

Full Name of Creditor: \_\_\_\_\_  
(the "Creditor")

Full Mailing Address of Creditor: \_\_\_\_\_  
(All notices and correspondence  
regarding your Claim will be  
forwarded to this address) \_\_\_\_\_  
\_\_\_\_\_

Fax No. \_\_\_\_\_

Telephone No. \_\_\_\_\_

Email: \_\_\_\_\_

Attention: \_\_\_\_\_

**CERTIFICATION AS TO CLAIM**

I do hereby certify that (*please see notes below for further instructions*):

1. I am a creditor of the former, current, or future directors and officers of 101098672 Saskatchewan Ltd., Morris Industries Ltd., Morris Sales and Service Ltd., Contour Realty Inc. and Morris Industries (USA) Inc. or any of them (the "**Past and Present Directors and Officers**").
2. I have knowledge of all of the circumstances connected with the claim referred to in this form.
3. As of this date, one or more of Past and Present Directors and Officers (namely, \_\_\_\_\_) was, and still is, indebted to the Creditor in the amount of CAD\$ \_\_\_\_\_ including contract interest and charges (the "**Claim**").
4. A description of the basis on which the Claim arose is as follows:

5. I attach the following documents which support the Claim and any claim for contract interest or other charges:

(a)

(b)

(c)

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.

\_\_\_\_\_  
Signature:

\_\_\_\_\_  
(Please Print Name)

DRAFT

### Instructions for Completion of Proof of Claim:

- Ensure that you complete the full name and delivery address, including fax number and/or email address, of the creditor making the claim.
- The Proof of Claim is incomplete unless you include a statement and description of the Claim and attach all supporting documents including statements of accounts and/or invoices in support (item 5). The supporting documents must show the date, number and value of all invoices or charges, and must conform to the amount of the Claim as set out in item 4.
- The Proof of Claim is incomplete unless it is signed and dated by you.
- The signed and completed Proof of Claim, together with all supporting documents, must be returned to, Alvarez & Marsal Canada Inc., at the following address on or before 4:00 p.m. Saskatchewan time on July 30, 2021:

**Alvarez & Marsal Canada Inc.**  
**Suite 1110, 250 6th Avenue SW**  
**Calgary, AB T2P 3H7**  
**Attention: David Williams**  
**Email: morris.claims@alvarezandmarsal.com**

- Pursuant to the order of the Honourable \_\_\_\_\_ Justice \_\_\_\_\_, pronounced in the above noted proceedings on **[DATE OF ORDER]**, and as may be amended, restated or supplemented from time to time (the “**Director and Officer Claims Process Order**”), the Monitor is entitled to disallow your Proof of Claim in whole or in part. If your Proof of Claim is disallowed in whole or in part, the Monitor will send you a Notice of Revision or Disallowance along with particulars as to how you may dispute the Notice of Revision or Disallowance. If you do not receive a Notice of Revision or Disallowance in accordance with the timelines set out in the Director and Officer Claims Process Order, the Monitor has accepted your Proof of Claim.
- **Please contact the Monitor at the address and email set out above if you have any questions about completing your Proof of Claim. Unless your Claim appears in a Claim Amount Notice provided with this Proof of Claim, any failure to properly complete or return your Proof of Claim to the Monitor at the above address by 4:00 p.m. Saskatchewan time on July 30, 2021 will result in your Claim being extinguished without any further entitlement to recover your Claim from the Past and Present Directors and Officers.**

**SCHEDULE "D"**

**NOTICE OF REVISION OR DISALLOWANCE**

**COURT FILE NUMBER    Q.B. No. 1884 of 2019**

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

**JUDICIAL CENTRE        SASKATOON**

**IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, RSC 1985, c C-36, AS  
AMENDED (the "CCAA")**

**AND IN THE MATTER OF A PROPOSED PLAN OF ARRANGEMENT FOR THE CREDITORS OF  
CONTOUR REALTY INC,**

**AND IN THE MATTER OF THE RECEIVERSHIP OF 101098672 SASKATCHEWAN LTD., MORRIS  
INDUSTRIES LTD., MORRIS SALES AND SERVICE LTD., and MORRIS INDUSTRIES (USA) INC.**

**NOTICE OF REVISION OR DISALLOWANCE**

Name of Claimant: \_\_\_\_\_

Pursuant to the Director and Officer Claims Process Order made herein on **[DATE]**, Alvarez & Marsal Canada Inc. (the "**Monitor**") gives you notice that your Proof of Claim has been reviewed and the Monitor has revised or disallowed your Proof of Claim for the following reasons:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If you wish to object to the Notice of Revision or Disallowance, you must do two things.

First, within ten (10) Calendar Days from delivery of the Notice of Revision or Disallowance by the Monitor, you must deliver a Notice of Dispute to the address below:

**Alvarez & Marsal Canada Inc.  
Suite 1110, 250 6th Avenue SW  
Calgary, AB T2P 3H7  
Attention: David Williams  
Email: morris.claims@alvarezandmarsal.com**

Second, within 15 Calendar Days of delivery of the Notice of Dispute to the Monitor, you must file and serve on counsel for the Monitor and all counsel listed on the Service List a Notice of Application returnable in the Proceedings along with supporting affidavit materials seeking to determine the validity of that portion of your Claim that was disallowed by the Monitor, the hearing of such application to be on a date agreed upon by the parties to the application and subject to the Court's availability.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**ALVAREZ & MARSAL CANADA INC.**, in its capacity as Court-appointed [Monitor/Receiver]  
of [Applicant], and not in its personal or corporate capacity

Per: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

DRAFT

**SCHEDULE "E"**

**NOTICE OF DISPUTE**

**COURT FILE NUMBER Q.B. No. 1884 of 2019**

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

**JUDICIAL CENTRE SASKATOON**

**IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, RSC 1985, c C-36, AS  
AMENDED (the "CCAA")**

**AND IN THE MATTER OF A PROPOSED PLAN OF ARRANGEMENT FOR THE CREDITORS OF  
CONTOUR REALTY INC,**

**AND IN THE MATTER OF THE RECEIVERSHIP OF 101098672 SASKATCHEWAN LTD., MORRIS  
INDUSTRIES LTD., MORRIS SALES AND SERVICE LTD., and MORRIS INDUSTRIES (USA) INC.**

**NOTICE OF DISPUTE**

**TO: Alvarez & Marsal Canada Inc.  
Suite 1110, 250 6th Avenue SW  
Calgary, AB T2P 3H7  
Attention: David Williams  
Email: morris.claims@alvarezandmarsal.com**

Full Name of Creditor: \_\_\_\_\_ (the "**Creditor**")

This is to advise that the Creditor is in receipt of the Notice of Revision or Disallowance issued by the Monitor in these proceedings and that the above noted Creditor disputes such Notice.

The Creditor acknowledges that, pursuant to the Order (Director and Officer Claims Process) granted on [DATE] in the above-noted proceedings, the Creditor is required to, within 15 Calendar Days of delivery of this Notice of Dispute to the Monitor, file and serve on counsel for the Monitor and all counsel listed on the Service List a Notice of Application returnable in the CCAA Proceedings along with supporting affidavit materials seeking to determine the validity of that portion of the Creditor's Claim that was disallowed by the Monitor, the hearing of such application to be on a date agreed upon by the parties to the application and subject to the Court's availability.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.

\_\_\_\_\_  
Signature:

\_\_\_\_\_  
(Please Print Name)

**SCHEDULE "F"**

**INDEMNITY PROOF OF CLAIM**

**COURT FILE NUMBER    Q.B. No. 1884 of 2019**

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

**JUDICIAL CENTRE        SASKATOON**

**IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, RSC 1985, c C-36, AS  
AMENDED (the "CCAA")**

**AND IN THE MATTER OF A PROPOSED PLAN OF ARRANGEMENT FOR THE CREDITORS OF  
CONTOUR REALTY INC.**

**AND IN THE MATTER OF THE RECEIVERSHIP OF 101098672 SASKATCHEWAN LTD., MORRIS  
INDUSTRIES LTD., MORRIS SALES AND SERVICE LTD., and MORRIS INDUSTRIES (USA) INC.**

Full Name of Indemnity Claimant: \_\_\_\_\_  
(the "**Claimant**")

Full Mailing Address of Indemnity Claimant: \_\_\_\_\_

(All notices and correspondence  
regarding your Claim will be  
forwarded to this address)

Fax No. \_\_\_\_\_

Telephone No. \_\_\_\_\_

Email: \_\_\_\_\_

Attention: \_\_\_\_\_

**CERTIFICATION AS TO CLAIM**

I do hereby certify that (*please see notes below for further instructions*):

6. I am a past or present director or officer of 101098672 Saskatchewan Ltd., Morris Industries Ltd., Morris Sales and Service Ltd., Contour Realty Inc. and Morris Industries (USA) Inc. or any of them (the "**Applicants**").
7. I have knowledge of all of the circumstances connected with the claim referred to in this form.
8. As of this date, one or more of Applicants (namely, \_\_\_\_\_) was, and still is, indebted to me in the amount of CAD\$ \_\_\_\_\_ including contract interest and charges (the "**Indemnity Claim**").
9. A description of the basis on which the Indemnity Claim arose is as follows:

## **Appendix E**

### **Summary of the Monitor's Fees and Costs**



**Contour Realty Inc. - in CCAA**  
Summary of Monitor's Fees and Disbursements ("Interim Period Billings")  
March 27, 2021 to May 31, 2021

**Invoices subject to Court Approval**

Inv. No.	Period	Fees	Disbursements	Total Fees & Disbursements	GST	Total
17	March 27, 2021 to April 30, 2021	5,824.50	194.97	6,019.47	300.97	6,320.44
18	May 1, 2021 to May 31, 2021	15,474.50	550.00	16,024.50	801.23	16,825.73
<b>TOTAL</b>		<b>\$ 21,299.00</b>	<b>\$ 744.97</b>	<b>\$ 22,043.97</b>	<b>\$ 1,102.20</b>	<b>\$ 23,146.17</b>

## **Appendix F**

### **Summary of the Monitor's Legal Counsel's Fees and Costs**

Contour Realty Inc. - in CCAA  
Summary of Monitor's Counsel's Fees and Disbursements ("Interim Period Billings")  
March 27, 2021 to May 31, 2021

Invoices subject to Court Approval

Inv. No.	Period	Fees	Disbursements	Total Fees & Disbursements	GST	PST	Total
6207050	March 27, 2021 to April 30, 2021	8,017.50	1,256.36	9,273.86	437.70	481.05	10,192.61
6212602	May 1, 2021 to May 31, 2021	6,160.00	474.67	6,634.67	312.48	369.60	7,316.75
TOTAL		\$ 14,177.50	\$ 1,731.03	\$ 15,908.53	\$ 750.18	\$ 850.65	\$ 17,509.36