

District of: Saskatchewan
Division No. 02 - Saskatoon
Court No. BKY 123-2022
Estate No. 22-2822781

FORM 40
Report of Trustee on Proposal
(Section 59(1) and paragraph 58(d) of the Act)
In the Matter of the Notice of Intention to Make a Proposal of
Just Solutions Inc.
in the city Saskatoon, in the province of Saskatchewan

We, Alvarez & Marsal Canada Inc., the trustee acting in the proposal of Just Solutions Inc., hereby report to the Court as follows:

1. That a proposal was filed with us on the 31st day of May 2022 a copy of which is attached and marked as Exhibit "A", and that we filed a copy of the proposal with the official receiver on the 31st day of May 2022.
2. That on the 10th day of June 2022, we gave notice to the debtor, to the division office and to every known creditor affected by the proposal, whose names and addresses are shown in Exhibit "B" to this report, of the calling of a meeting of creditors to be held on the 21st day of June 2022 to consider the proposal.
3. That with the notice was included a condensed statement of the assets and liabilities of the debtor, a list of the creditors affected by the proposal who have claims of \$250 or more and showing the amounts of their claims, a copy of the proposal, a form of proof of claim and proxy in blank and a voting letter. Copies of the notice, the condensed statement and the list of creditors are attached and marked as Exhibits "C1", "C2" and "C3", respectively.
4. That prior to the meeting of creditors we made a detailed and careful inquiry into the liabilities of the debtor, the debtor's assets and their value, the debtor's conduct and the causes of the debtor's insolvency.
5. That the meeting of creditors was held on the 21st day of June 2022, and was presided over by Cassie Riglin.
6. That the proposal was accepted by the required majority of creditors.
7. That a copy of the minutes of the meeting is attached and marked as Exhibit "D".
8. That we are of the opinion that:

(a) the assets of the debtor and their fair realizable value are as follows:

Property Name	Estimated \$	Realizable \$
Cash on hand - Chequing	325,163.00	325,163.00
Total Property Value:	325,163.00	325,163.00

(b) the liabilities of the debtor are as follows:

Creditor Name	Secured \$		Preferred \$		Unsecured \$	
	SOA	Discrepancies	SOA	Discrepancies	SOA	Discrepancies
Alison Schellenberg	0.00	0.00	0.00	0.00	12.88	0.00
Amber McCrystal	0.00	0.00	0.00	0.00	500.00	0.00
Bill Baum	0.00	0.00	0.00	0.00	10,000.00	0.00
CEBA c/o HSBC Bank Canada	0.00	0.00	0.00	0.00	40,000.00	-20,000.00
Dr. Jozef Van Niekerk Professional Corporation	0.00	0.00	0.00	0.00	6,400.00	6,400.00

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Creditor Name	Secured \$		Preferred \$		Unsecured \$	
	SOA	Discrepancies	SOA	Discrepancies	SOA	Discrepancies
Forage Subordinated Debt Limited Partnership II	2,962,161.00	462,161.00	0.00	0.00	0.00	-462,161.00
Jardine Lloyd Thompson Canada Inc	0.00	0.00	0.00	0.00	214,749.56	214,749.56
Kimberly Millar	0.00	0.00	0.00	0.00	75.00	0.00
Nicole Fellner	0.00	0.00	0.00	0.00	19.94	0.00
Receiver General	0.00	0.00	0.00	0.00	1,278.62	1,278.62
Sheldon & Elaine Williams	0.00	0.00	0.00	0.00	6,000.00	6,000.00
Total :	2,962,161.00	462,161.00	0.00	0.00	279,036.00	-253,732.82

9. That we are also of the opinion that:

(a) the causes of the insolvency of the debtor are as follows:

Other

Company was unable to provide reinsurance to existing clientele.

(b) the conduct of the debtor is subject to censure in the following respects:

Not applicable

(c) the following facts, mentioned in section 173 of the Act, may be proved against the debtor:

10. That we are further of the opinion that the debtor's proposal is an advantageous one for the creditors, for the following reasons:

- provides a greater outcome to the affected creditors than would be available in a bankruptcy;
- the Proposal provides the Company with an opportunity to continue operating as a going concern;
- the Company has acted in good faith and with due diligence during the filing and in preparing the Proposal;
- and
- the Proposal Trustee, in coordination with the Company, conducted a fulsome sales process that resulted in no offers in excess of the Stalking Horse Proposal, indicating that the Proposal is the best available outcome for the Company and its creditors

11. That we forwarded a copy of this report to the official receiver on this day.

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In the Matter of the Notice of Intention to Make a Proposal of
Just Solutions Inc.
in the city Saskatoon, in the province of Saskatchewan

Dated at the city of Calgary in the Province of Alberta, this 4th day of July 2022.

Alvarez & Marsal Canada Inc. - Licensed Insolvency Trustee
Per:



Orest Konowalchuk - Licensed Insolvency Trustee
Bow Valley Square 4
Suite 1110, 250 6th Ave SW
Calgary AB T2P 3H7
Phone: (403) 538-7555 Fax: (403) 538-7551

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List of Creditors with claims of \$250 or more.			
Creditor	Address	Account#	Claim Amount
Amber McCrystal	1020 Maplewood Drive Moose Jaw SK S6J 0E4		500.00
Bill Baum	234 Firelight Crescent W. Lethbridge AB T1J 4W1		10,000.00
CEBA c/o HSBC Bank Canada Cameron Bailey	407, 8th Ave. S.W. (9th Floor) Calgary AB T2P 1E5		40,000.00
Dr. Jozef Van Niekerk Professional Corporation	439 6 Ave S.W. Medicine Hat AB T1A 5A9		6,400.00
Forage Subordinated Debt Limited Partnership II	#502, 400 Crowfoot Cres. N.W. Calgary AB T3G 5H6		2,962,161.00
Jardine Lloyd Thompson Canada Inc	120 Bremner Boulevard, Suite 800 Toronto ON M5J 0A8		214,749.56
Receiver General	9755 King George Hwy Surrey BC V3T 5E1		1,278.62
Sheldon & Elaine Williams	Box 803, STN Main Moose Jaw SK S6H 4P5		6,000.00
Total			3,241,089.18

EXHIBIT "A"

COURT FILE NUMBER BKY 123-2022

ESTATE NUMBER 22-2822781

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

JUDICIAL CENTRE SASKATOON

**IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE
A PROPOSAL UNDER SECTION 50.4(1) OF THE
BANKRUPTCY AND INSOLVENCY ACT, R.S.C. 1985, c. B-3,
AS AMENDED, OF JUST SOLUTIONS INC.**

DOCUMENT **PROPOSAL**

ADDRESS FOR SERVICE McCARTHY TÉTRAULT LLP
AND CONTACT 4000, 421 – 7th Avenue SW
INFORMATION OF Calgary, AB T2P 4K9
PARTY FILING THIS

DOCUMENT

Attention: Walker MacLeod / Nathan Stewart / Erinn Wilson
(Student-at-Law)
Tel: 403-260-3710 / 3534 / 3682
Fax: 403-260-3501
Email: wmacleod@mccarthy.ca / nstewart@mccarthy.ca /
erinnwilson@mccarthy.ca

**PROPOSAL MADE UNDER DIVISION I OF PART III
OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, c. B-3**

RECITALS

- A. The Company is a corporation governed by the laws of the Province of Saskatchewan and is insolvent.
- B. The Company commenced the NOI Proceedings under the BIA and obtained the Initial Order from the Honourable Justice R.S. Smith on April 22, 2022 which, among other things, approved the SISP, approved this Stalking Horse Proposal as the stalking horse bid under the SISP, and extended the period within which the Company is required to file a proposal to its creditors with the Official Receiver under subsections 50.4(8) and 62(1) of the BIA by 45 days to and including July 2, 2022.
- C. Pursuant to the SISP and this Stalking Horse Proposal, the Company agreed to, among other things: (i) conduct the SISP in accordance with its terms; and, (ii) in the event that the Proposal Sponsor is selected as the Successful Bidder (as such term is defined in the SISP), present this Stalking Horse Proposal to its creditors.
- D. The SISP has concluded with the selection of the Proposal Sponsor as the Successful Bidder (as such term is defined in the SISP).

NOW THEREFORE the Company hereby proposes and presents this Stalking Horse Proposal under and pursuant to the BIA:

ARTICLE 1 - DEFINITIONS AND INTERPRETATION

1.1 Definitions

The following capitalized terms will have the meanings set out below:

- (a) **“Administration Charge”** means the charge created under the Initial Order securing the Administration Obligations, subject to the limits set out in the Initial Order or in any other Order.
- (b) **“Administration Obligations”** means the indebtedness, liabilities, and obligations of the Company regarding the unpaid professional fees and disbursements of the Proposal Trustee, the Proposal Trustee’s legal counsel, the Proposal Sponsor’s legal counsel, and the Company’s legal counsel, in connection with the NOI Proceedings, that were and are incurred both before and after the granting of the Initial Order.
- (c) **“Affected Claims”** means the Affected Proposal Sponsor Claims and all other Proven Claims.
- (d) **“Affected Proposal Sponsor Claims”** means, collectively, the Proposal Sponsor Secured Claim and the Proposal Sponsor Unsecured Claim.
- (e) **“Affected Creditors”** means any Creditor holding an Affected Claim.

- (f) **"Affected Pro Rata Share"** means each Affected Secured Creditors' proportionate share of its Affected Secured Claim held by it on the Proposal Implementation Date of all Affected Secured Claims;
- (g) **"Affected Secured Claims"** means the Proposal Sponsor Secured Claim and any other Proven Claim that ranks *pari passu* with the Proposal Sponsor Secured Claim.
- (h) **"Affected Secured Creditor"** means any Creditor holding an Affected Secured Claim.
- (i) **"Affected Unsecured Claims"** means the Proposal Sponsor Unsecured Claim and any other Proven Claim that ranks subordinate to the Proposal Sponsor Secured Claim.
- (j) **"Affected Unsecured Creditor"** means any Creditor holding an Affected Unsecured Claim.
- (k) **"Approval Order"** is defined in Section 8.2.
- (l) **"Articles"** means the articles of amalgamation of the Company filed on June 22, 2016, pursuant to which, among other things, the Company was formed by an amalgamation of Just Solutions Inc., Onesimus International Corp., and Seven Edge Success Leadership Training Inc.
- (m) **"Articles of Reorganization"** is defined in Section 4.4.
- (n) **"BCA"** means *The Business Corporations Act* (Saskatchewan), R.S.S. 1978, c. B-10.
- (o) **"BIA"** means the *Bankruptcy and Insolvency Act* (Canada), R.S.C. 1985, c. B-3.
- (p) **"BIA Charges"** means, collectively, the Administration Charge, the DIP Charge, and the D&O Charge.
- (q) **"Business"** means the business and operations carried on by the Company as at the Filing Date, including, without limitation, with respect to selling or binding hail insurance policies and multi peril cash flow Ag Right Risk Management policies.
- (r) **"Business Day"** means any day except Saturday, Sunday, or any day on which banks are generally not open for business in the City of Saskatoon.
- (s) **"Claim"** includes any right or claim (including, without limitation, an Equity Claim) of any Person that may be asserted or made in whole or in part against the Company, whether or not asserted or made, in connection with any indebtedness, liability, obligation of any kind whatsoever, and any interest accrued thereon or costs payable in respect thereof, including without limitation, by reason of the commission of a tort (intentional or unintentional), by reason of any breach of contract or other agreement (oral or written), by reason of any breach of duty (including, without limitation, any legal, statutory, equitable or fiduciary duty) or by reason of any right of ownership of or title to property or assets or right to a trust

or deemed trust (statutory, express, implied, resulting, constructive or otherwise), and whether or not any indebtedness, liability or obligation is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, present or future, known or unknown, by guarantee, surety or otherwise, and whether or not any right or claim is executory or anticipatory in nature including, without limitation, any right or ability of any Person 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, and any interest accrued thereon or costs payable in respect thereof (i) is based in whole or in part on facts prior to the Filing Date, (ii) relates to a time period prior to the Filing Date, or (iii) is a right or claim of any kind that would be a claim provable in bankruptcy (within the meaning of section 2 of the BIA) had the Company become bankrupt on the Filing Date.

- (t) **“Classes”** means, collectively, the Secured Creditor Class and the Unsecured Creditor Class, and **“Class”** means either one of them, as context may require.
- (u) **“Company”** means Just Solutions Inc.
- (v) **“Court”** means the Court of Queen’s Bench for Saskatchewan in Bankruptcy and Insolvency, presiding over the NOI Proceedings, or any court sitting in appeal therefrom.
- (w) **“Creditor”** means any Person holding a Claim against the Company.
- (x) **“Creditors’ Meeting”** means the meeting of the Affected Creditors to be called and held pursuant to section 51(1) of the BIA for the purpose of considering and voting upon this Stalking Horse Proposal, and includes any adjournment of such meeting.
- (y) **“D&O Charge”** means the charge created under the Initial Order securing the D&O Obligations, subject to the limits set out in the Initial Order or in any other Order.
- (z) **“D&O Obligations”** means the indebtedness, liabilities, and obligations of the Directors and Officers of the Company, in their respective capacities as Directors or Officers, as applicable, that are incurred after the commencement of the BIA Proceedings, but excluding any such obligation or liabilities incurred as a result of the applicable Director’s or Officer’s gross negligence or wilful misconduct.
- (aa) **“DIP Charge”** means the charge created under the Initial Order securing the DIP Facility Obligations, subject to the limits set out in the Initial Order or in any other Order.
- (bb) **“DIP Facility Obligations”** means the indebtedness, liabilities, and obligations of the Company with respect to the debtor-in-possession interim financing facility approved by the Court pursuant to the Initial Order.
- (cc) **“Directors”** means any past or present directors of the Company.

- (dd) **“Effective Time”** means 12:01 a.m. (Saskatoon time) on the Proposal Implementation Date or such other time on such date as the Company, the Proposal Sponsor and the Proposal Trustee agree in writing.
- (ee) **“Encumbrance”** means any mortgage, charge, security interest, pledge, assignment, hypothecation, title retention, finance lease or trust (whether contractual, statutory or otherwise) securing payment or performance of any Claim, or any lien, restriction, option, adverse claim, right of others or other encumbrance of any kind.
- (ff) **“Equity Claim”** has the meaning ascribed to it in the BIA.
- (gg) **“Equity Interest”** has the meaning ascribed to it in the BIA.
- (hh) **“Existing Shareholder”** means any holder of Existing Shares.
- (ii) **“Existing Shares”** includes all Equity Interests in the Company and all common shares, preferred shares and other securities (including stock options, warrants or other rights to acquire securities of any nature of the Company) in the capital of or issued by the Company and, for greater certainty, without restricting the generality of the foregoing, includes all issued and outstanding Class “A”, Class “B”, and Class “C” shares in the Company, whether held by the Proposal Sponsor or any other Person.
- (jj) **“Filing Date”** means April 18, 2022.
- (kk) **“Governmental Authority”** means any federal, provincial, state, local, municipal, regional, territorial, aboriginal, or other government, governmental or public department, branch, ministry, or court, domestic or foreign, including any district, agency, commission, board, arbitration panel or authority and any subdivision of any of them exercising or entitled to exercise any administrative, executive, judicial, ministerial, prerogative, legislative, regulatory, or taxing authority or power of any nature; and any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of them, and any subdivision of any of them.
- (ll) **“Initial Order”** means the Order of the Honourable Justice R.S. Smith in the NOI Proceedings pronounced on April 22, 2022.
- (mm) **“ITA”** means the *Income Tax Act* (Canada), R.S.C. 1985, c. 1 (5th Supp.).
- (nn) **“Letter of Instruction”** means a letter issued by an Affected Secured Creditor to the Company instructing the Company to issue to such Affected Secured Creditor Class “A” Common Shares .
- (oo) **“New Directors”** means the Person or Persons selects to serve as directors of the Company by the Proposal Trustee, in consultation with the Proposal Sponsor, the Company and the Affected Secured Creditors;

- (pp) **"New Shares"** means the shares in the capital of the Company to be issued to the Affected Secured Creditors on a *pro rata* basis and in satisfaction of their Affected Secured Claims pursuant to and in accordance with Section 5.1 and Section 6.1.
- (qq) **"NOI Proceedings"** means these proceedings initiated by the Company on the Filing Date by filing a Notice of Intention to Make a Proposal pursuant to section 50.4 the BIA.
- (rr) **"Obligations"** means any indebtedness, liabilities and obligations, whether present, future, direct, indirect, liquidated or contingent, whether due or accruing due or to become due, owed by the Company to any Person.
- (ss) **"Officers"** means any past and present senior officers of the Company.
- (tt) **"Order"** means an order of a Court in the NOI Proceedings.
- (uu) **"Person"** will be broadly interpreted and includes, without limitation: (i) a natural person, whether acting in his or her own capacity, or in his or her capacity as executor, administrator, estate trustee, trustee or personal or legal representative, and the heirs, executors, administrators, estate trustees, trustees or other personal or legal representatives of a natural person; (ii) a corporation or a company of any kind, a partnership of any kind, a sole proprietorship, a trust, a joint venture, an association, an unincorporated association, an unincorporated syndicate, an unincorporated organization or any other association, organization or entity of any kind; and (iii) a Governmental Authority.
- (vv) **"Proposal Sponsor"** means Forage Subordinated Debt Limited Partnership II.
- (ww) **"Proposal Sponsor Secured Claim"** means the Proven Claim of the Proposal Sponsor, in the amount submitted by the Proposal Sponsor and admitted by the Proposal Trustee, which is a Secured Claim.
- (xx) **"Proposal Sponsor Unsecured Claim"** means the Proven Claim of the Proposal Sponsor, in the amount submitted by the Proposal Sponsor and admitted by the Proposal Trustee, which is an Unsecured Claim.
- (yy) **"Proposal Trustee"** means Alvarez & Marsal Canada Inc., in its capacity as proposal trustee of the Company in the NOI Proceedings.
- (zz) **"Proposal Trustee's Certificate"** is defined in Section 9.3.
- (aaa) **"Proposal Implementation"** means the fulfillment, satisfaction or waiver of the conditions set out in Section 9.1 and the occurrence or effecting of the steps set out in Section 6.3.
- (bbb) **"Proposal Implementation Date"** means the date on which Proposal Implementation occurs.
- (ccc) **"Proven Claim"** means a Claim to the extent that such Claim is finally determined and valued in accordance with the provisions of the BIA or an Order pronounced in the NOI Proceedings.

- (ddd) **"Released Parties"** is defined in Article 7.
- (eee) **"Required Majority"** means, in respect of each Class of Affected Creditors, a majority in number of the Affected Creditors who represent at least two-thirds in value of such Affected Creditors who actually vote on the resolution approving this Stalking Horse Proposal (in person or by proxy) at the Creditors' Meeting.
- (fff) **"Secured Claim"** means a Claim which is secured by an Encumbrance.
- (ggg) **"Secured Creditor"** means a Creditor holding a Secured Claim, to the extent of its Secured Claim.
- (hhh) **"Secured Creditor Class"** means the class comprised of Secured Creditors.
- (iii) **"Share Register"** means the share register created by the Company upon Proposal Implementation to record the Shares issued from time to time by the Company.
- (jjj) **"SISP"** means the sale and investor solicitation process approved by the Court pursuant to the Initial Order.
- (kkk) **"Stalking Horse Proposal"** means this proposal filed by the Company pursuant to the BIA, as it may be further amended, supplemented or restated from time to time in accordance with the terms hereof or any Order or the Court.
- (III) **"Trade Amounts"** means all Obligations of the Company related to trade payables owed to third parties in connection with the Business, whether incurred before, on, or after the Filing Date.
- (mmm) **"Unaffected Claims"** means:
- (i) any Claims contemplated by section 178(1) of the BIA;
 - (ii) any Claims contemplated by section 60(1.1) of the BIA;
 - (iii) the Administration Obligations, but only to the extent that such Obligations are secured pursuant to the Administration Charge;
 - (iv) the Unaffected Proposal Sponsor Claims;
 - (v) all Claims which relate to Trade Amounts;
 - (vi) all Claims of employees of the Company that arise through the employer-employee relationship between such employees and the Company and that do not constitute Equity Claims; and,
 - (vii) all other Claims that the Proposal Sponsor agrees in writing, with the prior written consent of the Proposal Trustee, to treat as an Unaffected Claim at or prior to the Creditors' Meeting.
- (nnn) **"Unaffected Creditor"** means a Creditor that holds an Unaffected Claim.

- (ooo) **"Unaffected Proposal Sponsor Claims"** means all Claims and Encumbrances held by the Proposal Sponsor other than the Affected Proposal Sponsor Claims.
- (ppp) **"Unsecured Claim"** means a Claim which is not secured by an Encumbrance.
- (qqq) **"Unsecured Creditor"** means a Creditor holding an Unsecured Claim, to the extent of its Unsecured Claim.
- (rrr) **"Unsecured Creditor Class"** means the class comprised of Unsecured Creditors.
- (sss) **"Unsecured Creditors' Distribution"** means, with respect to each Affected Unsecured Claim, an amount equal to one one hundredth of a cent (\$0.0001) per dollar of the value of such Affected Unsecured Claim as admitted by the Proposal Trustee.

1.2 Certain Rules of Interpretation

For the purposes of this Stalking Horse Proposal:

- (a) any reference in this Stalking Horse Proposal to a contract, instrument, release, indenture or other agreement or document being in a particular form or on particular terms and conditions means that such document will be substantially in such form or substantially on such terms and conditions;
- (b) any reference in this Stalking Horse Proposal to an Order or an existing document or exhibit filed or to be filed means such document or exhibit as it may have been or may be amended, modified, or supplemented;
- (c) the division of this Stalking Horse Proposal into articles and sections are for convenience of reference only and do not affect the construction or interpretation of this Stalking Horse Proposal, nor are the descriptive headings of articles and sections intended as complete or accurate descriptions of the content thereof;
- (d) the use of words in the singular or plural, or with a particular gender, including a definition, will not limit the scope or exclude the application of any provision of this Stalking Horse Proposal to such Person (or Persons) or circumstances as the context otherwise permits;
- (e) the words **"includes"** and **"including"** and similar terms of inclusion will not, unless expressly modified by the words **"only"** or **"solely"**, be construed as terms of limitation, but rather will mean **"includes but is not limited to"** and **"including but not limited to"**, so that references to included matters will be regarded as illustrative without being either characterizing or exhaustive;
- (f) unless otherwise specified, all references to time herein and in any document issued pursuant hereto mean local time in Saskatoon, Saskatchewan and any reference to an event occurring on a Business Day will mean prior to 5:00 p.m. (Saskatchewan time) on such Business Day;
- (g) unless otherwise specified, time periods within or following which any payment is to be made or act is to be done will be calculated by excluding the day on which

the period commences and including the day on which the period ends and by extending the period to the next succeeding Business Day if the last day of the period is not a Business Day;

- (h) unless otherwise provided, any reference to a statute or other enactment of parliament, a legislature or other Government Authority includes all regulations made thereunder, all amendments to or re-enactments of such statute or regulations in force from time to time, and, if applicable, any statute or regulation that supplements or supersedes such statute or regulation;
- (i) references to a specific Recital, Article or Section of this Stalking Horse Proposal will, unless something in the subject matter or context is inconsistent therewith, be construed as references to that specific Recital, Article or Section of this Stalking Horse Proposal, whereas the terms “**this Stalking Horse Proposal**”, “**hereof**”, “**herein**”, “**hereto**”, “**hereunder**” and similar expressions will be deemed to refer generally to this Stalking Horse Proposal and not to any particular Recital, Article, Section or other portion of this Stalking Horse Proposal and include any documents supplemental hereto; and,
- (j) the word “**or**” is not exclusive.

1.3 Successors and Assigns

This Stalking Horse Proposal will be binding upon and will enure to the benefit of the respective heirs, administrators, executors, legal personal representatives, successors and assigns of any Person named or referred to in this Stalking Horse Proposal.

1.4 Currency

For the purposes of this Stalking Horse Proposal, all amounts will be denominated in Canadian dollars and all payments and distributions to be made in cash will be made in Canadian dollars. Any Claims or other amounts denominated in a foreign currency will be converted to Canadian dollars at the Reuters closing rate on the Filing Date.

1.5 Governing Law

This Stalking Horse Proposal will be governed by and construed in accordance with the laws of Saskatchewan and the federal laws of Canada applicable therein. All questions as to the interpretation of or application of this Stalking Horse Proposal and all proceedings taken in connection with this Stalking Horse Proposal and its provisions will be subject to the jurisdiction of the Court.

1.6 Schedules

The following schedules are attached to, incorporated by reference into and form part of this Stalking Horse Proposal:

- Schedule “A” - Articles of Reorganization
- Schedule “B” - Share Provisions Schedule

ARTICLE 2 - PURPOSE AND EFFECT OF THE STALKING HORSE PROPOSAL

2.1 Purpose

The purpose of this Stalking Horse Proposal is:

- (a) to enable the Company to continue its business as a going concern from and after the Proposal Implementation Date;
- (b) to retract and terminate all Existing Shares for no consideration;
- (c) to amend and restate the Articles to cancel and terminate all classes of Existing Shares, and to create the New Shares and set out the rights of such class of such New Shares;
- (d) to issue the New Shares to the Affected Secured Creditors on a *pro rata* basis and in satisfaction of their Affected Secured Claims;
- (e) to issue the Unsecured Creditors' Distribution to the Affected Unsecured Creditors in satisfaction of their Affected Unsecured Claims; and
- (f) to effect a full, final and irrevocable compromise, release, discharge, cancellation and bar of all Claims other than Unaffected Claims.

This Stalking Horse Proposal is put forward in the expectation that the Persons with an economic interest in the Company, when considered as a whole, will derive a greater benefit from the implementation of this Stalking Horse Proposal and the continuation of the business carried on by the Company as a going concern than would result from a bankruptcy, receivership or liquidation of the Company.

2.2 Persons Affected by this Stalking Horse Proposal

This Stalking Horse Proposal affects:

- (a) the Affected Creditors;
- (b) any Creditor having a Claim that is barred, released and extinguished under Section 4.1; and
- (c) the Existing Shareholders through the retraction, termination and cancellation of the Existing Shares.

2.3 Unaffected Claims

Any Unaffected Claims will be satisfied by the Company in the manner and to the extent contemplated in Section 5.2 and are therefore uncompromised by this Stalking Horse Proposal. Consistent with the foregoing, all liabilities of the Released Parties in respect of Unaffected Claims, other than the liability of the Company to satisfy the Unaffected Claims in the manner and to the extent contemplated in Section 5.2, will be fully, finally, irrevocably and forever

compromised, released, discharged, cancelled and barred pursuant to Section 7.1. Nothing in this Stalking Horse Proposal will affect the Company's rights and defences, both legal and equitable, with respect to any Unaffected Claims, including but not limited to, all rights with respect to legal and equitable defences or entitlements to set-offs or recoupments against such Unaffected Claims.

ARTICLE 3 - CLASSIFICATION, VOTING AND RELATED MATTERS

3.1 Claims Procedure

- (a) The procedure for determining the validity, priority and quantum of all Claims will be governed by this Stalking Horse Proposal, the BIA and any further Order in the NOI Proceedings. A Creditor will, in respect of its own Claim, have the right to seek the assistance of the Court in valuing any Claim in accordance with the BIA; and,
- (b) Nothing in this Stalking Horse Proposal will give or be interpreted to give any rights to any Person in respect of Claims that have been barred or extinguished pursuant to the BIA.

3.2 Class of Creditors entitled to Vote upon this Stalking Horse Proposal

The Affected Creditors will constitute two Classes for the purposes of considering and voting upon this Stalking Horse Proposal, being the Unsecured Creditor Class and the Secured Creditor Class. The Affected Creditors will be entitled to vote their Affected Claims at the Creditors' Meeting in respect of this Stalking Horse Proposal and in accordance with the provisions of the BIA.

3.3 Creditors' Meeting

The Creditors' Meeting will be held in accordance with Division I of Part III of the BIA. The only Persons entitled to attend the Creditors' Meeting are:

- (a) the Proposal Trustee and its legal counsel;
- (b) the Affected Creditors (including the holders of proxies) with Affected Claims and their legal counsel;
- (c) the Proposal Sponsor and its legal counsel;
- (d) the Company and its legal counsel; and,
- (e) any other Person admitted on invitation of the chair of the Creditors' Meeting.

3.4 Approval of this Stalking Horse Proposal by the Affected Creditors

This Proposal is to be voted on by the Classes at the Creditors' Meeting.

For the purpose of voting as a member of the Secured Creditor Class, each Affected Secured Creditor entitled to vote at the Creditors' Meeting will be entitled to one vote for each dollar in value of its Affected Secured Claim (for example, a \$100 Affected Secured Claim will entitle the

holder to 100 votes) for the purposes of determining a majority in value, and each Affected Secured Creditor shall count as one vote for determining a majority in number.

For the purpose of voting as a member of the Unsecured Creditor Class, each Affected Unsecured Creditor entitled to vote at the Creditors' Meeting will be entitled to one vote for each dollar in value of its Affected Unsecured Claim (for example, a \$100 Affected Unsecured Claim will entitle the holder to 100 votes) for the purposes of determining a majority in value, and each Affected Unsecured Creditor shall count as one vote for determining a majority in number.

In order for this Stalking Horse Proposal to be approved by the Affected Creditors, it must receive the affirmative vote of the Required Majority at the Creditors' Meeting.

3.5 Creditors with Unaffected Claims

No Unaffected Creditor in respect of an Unaffected Claim will be entitled to vote on this Stalking Horse Proposal or attend the Creditors' Meeting.

3.6 Existing Shareholders

No Existing Shareholder in respect of its Existing Shares or in respect of any Equity Claim will be entitled to vote on this Stalking Horse Proposal or to attend the Creditors' Meeting.

ARTICLE 4 - RESTRUCTURING OF THE COMPANY

4.1 Release and Extinguishment of Claims

Effective upon Proposal Implementation and subject to the conditions precedent set forth in Section 9.1 being satisfied or waived, each Claim that does not constitute an Unaffected Claim shall be fully, finally, irrevocably and forever released, discharged, cancelled and extinguished and any Person holding such a Claim shall be forever barred, estopped, restrained, and permanently stayed from asserting such a Claim against the Company.

4.2 Corporate Actions

The adoption, execution, delivery, implementation and consummation of all matters contemplated under this Stalking Horse Proposal involving corporate action of the Company will occur and be effective as of Proposal Implementation, and will be authorized and approved under this Stalking Horse Proposal and by the Court, where appropriate, as part of the Approval Order, in all respects and for all purposes without any requirement of further action by the Existing Shareholders or current Directors or Officers of the Company. All necessary approvals to take actions will be deemed to have been obtained from the current Directors or Existing Shareholders, as applicable, including the deemed passing by any class of Existing Shareholders of any resolution or special resolution.

4.3 Redemption and Cancellation of Existing Shares

Effective upon Proposal Implementation, the issued and outstanding Existing Shares will be deemed to be retracted and to be fully, finally and irrevocably cancelled and extinguished without any consideration and any and all Claims of the Existing Shareholders in respect of or arising from the Existing Shares will be fully, finally, irrevocably and forever compromised, released, discharged, cancelled and barred.

4.4 Articles of Reorganization

Effective upon Proposal Implementation in accordance with Section 6.3(b), the Articles will be amended and restated under section 185 of the BCA by articles of reorganization incorporating and implementing the terms of this Stalking Horse Proposal, in the form attached as Schedule "A" hereto, cancelling all classes of Existing Shares and deleting all references thereto from the Articles, and creating the New Shares in the capital of the Company having the attributes and rights set out in Schedule "B" hereto, and all provisions in the Articles relating to the Existing Shares and the rights and privileges of the Existing Shareholders are amended and restated by the terms and provisions set out on Schedule "A" (the articles of reorganization, to which the Approval Order is attached as Exhibit "A" thereto, this Stalking Horse Proposal is attached as Exhibit "B" thereto, and the terms and provisions relating to the Shares set out on Schedule "B" and attached as Exhibit "C" thereto (each such document attached as an Exhibit to such articles of reorganization being incorporated in and forming part thereof) are defined as the "**Articles of Reorganization**").

4.5 Stock Options and Other Securities

For greater certainty, effective on Proposal Implementation:

- (a) all Equity Interests and stock option plans of the Company in existence immediately before the Proposal Implementation Date will be terminated and any Claims of any Person thereunder or arising as a result of such termination will be fully, finally, irrevocably and forever compromised, released, discharged, cancelled and barred; and,
- (b) all other Equity Interests and securities of whatsoever description in the capital of the Company in existence immediately before the Proposal Implementation Date will be terminated and any Claims of any Person thereunder or arising as a result of such termination will be fully, finally, irrevocably and forever compromised, released, discharged, cancelled and barred.

ARTICLE 5- DISTRIBUTIONS

5.1 Issuance of New Shares to Affected Secured Creditors

On the Proposal Implementation Date, in accordance with this Stalking Horse Proposal and subject to the conditions precedent set forth in Section 9.1 being satisfied or waived, each Affected Secured Creditor shall be entitled to receive a distribution of New Shares based on its Affected Pro Rata Share entitlement and which shall, and shall be deemed to, be received in full and final settlement of all Affected Secured Claims.

5.2 Issuance of Unsecured Creditors' Distribution to Affected Unsecured Creditors

On the Proposal Implementation Date, in accordance with this Stalking Horse Proposal and subject to the conditions precedent set forth in Section 9.1 being satisfied or waived, each Affected Unsecured Creditor shall be entitled to receive a distribution of cash in the amount of its respective Unsecured Creditors' Distribution based on the value of its Affected Unsecured Claim and which shall, and shall be deemed to, be received in full and final settlement of all Affected Unsecured Claims. The method and timing of distribution of the Unsecured Creditors' Distribution shall be in accordance with Section 6.2.

5.3 Unaffected Creditors

No Unaffected Creditor will be entitled to receive any distribution, dividend or payment under this Stalking Horse Proposal. At or after Proposal Implementation, all Unaffected Creditors will be paid in full and in accordance with the existing terms and conditions of their contractual arrangements with the Company or on such other terms and conditions as may be agreed to by each of the Company and the Unaffected Creditor in writing. For greater certainty: (i) nothing in this Stalking Horse Proposal will affect the rights that any Unaffected Creditor has or may have with respect to any Unaffected Claims and all such rights shall continue and be unaffected by this Stalking Horse Proposal; and, (ii) all Persons holding Claims which relate to Trade Amounts shall be paid, in full, in the ordinary course of the Company's Business on the existing terms and conditions of their contractual arrangements with the Company, unless such Person(s) and the Company agree otherwise in writing.

5.4 Crown Priority Claims

Within six (6) months after Proposal Implementation, the Company will pay in full to Her Majesty in Right of Canada or any province any amount of a kind that could be subject to a demand under the statutory provision referred to in section 54(2.1) of the BIA that was outstanding on the Filing Date which has not been paid by Proposal Implementation.

5.5 Existing Shareholders

No Existing Shareholder in respect of its Existing Shares will be entitled to receive any consideration or distributions under this Stalking Horse Proposal. All Claims of Existing Shareholders in respect of or arising from their Existing Shares will be fully, finally, irrevocably and forever compromised, released, discharged, cancelled and barred effective on Proposal Implementation.

5.6 Withholding Rights

The Company will be entitled to deduct or withhold from any amount payable to any Person under this Stalking Horse Proposal such amounts as it is required to deduct and withhold with respect to such payment under the ITA. To the extent that amounts are so withheld or deducted, such withheld or deducted amounts will be treated for all purposes under this Stalking Horse Proposal as having been paid to the Person in respect of which such deduction or withholding was made, provided that such amounts are actually remitted to the Governmental Authority to whom the Company is required to remit under the ITA.

ARTICLE 6 - MECHANICS OF IMPLEMENTATION

6.1 Issuance of New Shares

The New Shares will be issued to Affected Secured Creditors as determined by the Company, the Affected Secured Creditors and the Proposal Trustee and the Company shall register the New Shares in the Share Register and in accordance with the Affected Pro Rata Share entitlements.

6.2 Issuance of Unsecured Creditors' Distribution

The Unsecured Creditors' Distribution will be paid to an Affected Unsecured Creditor by the Company within seven (7) days of such Affected Unsecured Creditor presenting its respective

Proven Claim to the Company, provided such presentation occurs on or after the Proposal Implementation Date.

6.3 Implementation Steps

- (a) Upon the Company completing the deliveries contemplated by Section 6.1, and the fulfillment, satisfaction or waiver of the conditions set out in Section 9.1, the following steps and releases to be taken and effected in implementation of this Stalking Horse Proposal will occur, and be deemed to have occurred and be taken and effected, immediately in sequence in the following order, without any further act or formality, on the Proposal Implementation Date beginning at the Effective Time:
 - (i) all Existing Shares will be redeemed, cancelled and extinguished without any consideration in accordance with Section 4.3;
 - (ii) all Claims that are not Unaffected Claims shall be released, barred and extinguished in the manner provided for in Section 4.1;
 - (iii) the Articles of Reorganization will be filed with the director under the BCA, amending and restating the Articles in accordance with Section 4.4;
 - (iv) the New Shares will be deemed to have been issued to the Affected Creditors in accordance with Section 6.1;
 - (v) the Unaffected Creditors' Distribution will become payable in accordance with the terms of Section 6.2;
 - (vi) the releases contained in Section 7.1 will become effective;
 - (vii) the New Directors will be appointed as directors of the Company in accordance with section 185(3)(b) of the BCA; and,
 - (viii) the BIA Charges will be deemed to be fully satisfied, released and discharged.
- (b) Upon the completion of the sequential steps referred to in Section 6.3(a):
 - (i) the Company will deliver the New Shares to the Affected Creditors in accordance with Section 6.1; and,
 - (ii) upon issuance by the director under the BCA of a certificate of amendment in respect of the Articles of Reorganization, the Company will forthwith deliver a copy of such certificate to the Proposal Trustee.

ARTICLE 7 - RELEASES

7.1 Releases

Effective on Proposal Implementation in accordance with Section 6.3(a), each of the Company, the Proposal Sponsor and the Proposal Trustee together with their respective advisors, agents, officers, directors, and assigns (each, a **"Released Party"**) shall be released and discharged from

any and all demands, claims, actions, causes of action, counterclaims, suits, debts, sums of money, accounts, covenants, damages, judgments, orders (including for injunctive relief or specific performance and any compliance orders), expenses, executions, attachments, garnishments, Encumbrances and other recoveries on account of any liability, obligation, demand or cause of action of whatsoever nature which any Creditor or other Person may be entitled to assert, including any Claims, whether known or unknown, matured or unmatured, foreseen or unforeseen, existing or hereafter arising, in each of the foregoing cases based in whole or in part on any act or omission, transaction, duty, responsibility, indebtedness, liability, obligation, dealing or other occurrence existing or taking place on or prior to Proposal Implementation in any way relating to, arising out of or in connection with any Claims, the arrangement, compromise and restructuring contemplated in this Stalking Horse Proposal, the business carried on by the Company, the administration of this Stalking Horse Proposal or the NOI Proceedings, and all Claims arising out of such actions or omissions will be forever waived and released, all to the full extent permitted by Applicable Law, provided that nothing in this Stalking Horse Proposal shall release or discharge:

- (a) the Company from any Unaffected Claims or any obligation to any Person created by this Stalking Horse Proposal; or,
- (b) a Released Party from any criminal or fraudulent misconduct; or,
- (c) solely as it pertains to any Released Party who is a Director or Officer, any Claim that relates to contractual rights of one or more creditors or are based on allegations of misrepresentation made by any Director or Officer to creditors or wrongful or oppressive conduct by such Directors or Officers.

ARTICLE 8 - COURT APPROVAL

8.1 Application for the Approval Order

If the Required Majority approves this Stalking Horse Proposal, the Proposal Trustee will promptly apply for the Approval Order.

8.2 Approval Order

The Order of the Court approving this Stalking Horse Proposal (the “**Approval Order**”) will be made pursuant to the BIA and the BCA and will, among other things:

- (a) be substantially in the form attached as Schedule “C” to this Stalking Horse Proposal, with such revisions as may be agreed to by the Company, the Proposal Sponsor, and the Proposal Trustee, each acting reasonably;
- (b) declare that this Stalking Horse Proposal is fair and reasonable and the Successful Bid (as such term is defined in the SISP);
- (c) declare that as of Proposal Implementation, this Stalking Horse Proposal and all associated steps, transactions, arrangements, assignments, releases and reorganizations effected hereby are approved, binding and effective as herein set out upon the Company, all Affected Creditors, all Unaffected Creditors, the Existing Shareholders and all other Persons and parties affected by this Stalking Horse Proposal;

- (d) declare that the steps to occur, be taken and be effected, and the releases to be effected, on Proposal Implementation are deemed to occur, be taken and effected, and be effective in the sequential order contemplated by Section 6.3(a) on Proposal Implementation, beginning at the Effective Time;
- (e) declare that effective upon the fulfillment, satisfaction or waiver of the conditions in Section 9.1, and in the sequential order contemplated by Section 6.3:
 - (i) all Claims other than Unaffected Claims shall be fully, finally, irrevocably and forever released, discharged, cancelled and extinguished and that any Person holding such a Claim shall be forever barred and estopped from asserting such a Claim against the Company;
 - (ii) all Existing Shares are retracted, redeemed, and fully, finally and irrevocably cancelled and extinguished as of the Effective Date for no consideration and any rights of the Existing Shareholders under, pursuant to or arising from their Existing Shares are extinguished;
 - (iii) the Articles of Reorganization will be filed with the director under the BCA, amending and restating the Articles;
 - (iv) all classes of Existing Shares are deleted, cancelled and extinguished;
 - (v) the New Shares shall be issued to the Affected Creditors free and clear of any Encumbrances or Claims;
 - (vi) the Unsecured Creditors' Distribution shall become payable in accordance with Section 6.2;
 - (vii) the releases referred to in Section 7.1 will become effective in accordance with this Stalking Horse Proposal;
 - (viii) the New Directors will be appointed as Directors of the Company; and,
 - (ix) the BIA Charges are terminated and discharged (effective, in the case of the Administration Charge, on the filing by the Proposal Trustee of the certificate under Section 8.2(j));
- (f) declare that all obligations, agreements or leases to which the Company is a party will be and remain in full force and effect, unamended, as at Proposal Implementation, and no party to any such obligation or agreement will on or following Proposal Implementation accelerate, terminate, refuse to renew, rescind, refuse to perform or otherwise repudiate its obligations thereunder, or enforce or exercise (or purport to enforce or exercise) any right or remedy under or in respect of any such obligation, agreement or lease, by reason:
 - (i) of any event which occurred prior to, and not continuing after, the Effective Date or which is or continues to be suspended or waived under this Stalking Horse Proposal, which would have entitled any other party thereto to enforce those rights or remedies;

- (ii) that the Company has sought or obtained relief or has taken steps as part of this Stalking Horse Proposal or under the BIA or BCA;
 - (iii) of any default or event of default arising as a result of the financial condition or insolvency of the Company;
 - (iv) of the effect upon the Company of the completion of any of the transactions contemplated under this Stalking Horse Proposal; or
 - (v) of any restructurings or reorganizations effected pursuant to this Stalking Horse Proposal;
- (g) declare that all Claims (other than Unaffected Claims) are forever barred and extinguished, the Company is discharged and released from any and all Claims of any nature or kind in accordance with the Proposal, the ability of any Person to proceed against the Company in respect of or relating to any Claims (other than Unaffected Claims) is forever discharged and restrained and all proceedings with respect to, in connection with or relating to such Claims are permanently stayed, subject only to the rights of the Affected Creditors and Unaffected Creditors as provided for in this Stalking Horse Proposal, provided that nothing shall release or discharge (a) the Company from any obligation owed to any Person pursuant to this Stalking Horse Proposal, or (b) a Released Party from any criminal or fraudulent conduct
- (h) stay, suspend and forever extinguish the commencing, taking, applying for or issuing or continuing any and all steps or proceedings, including administrative hearings and orders, declarations or assessments, commenced, taken or proceeded with or that may be commenced, taken or proceeded with against any Released Party in respect of all Claims and any other matter released pursuant to Section 7.1;
- (i) authorize the Proposal Trustee to perform its functions and fulfil its obligations under this Stalking Horse Proposal to facilitate the implementation of this Stalking Horse Proposal;
- (j) declare that upon completion by the Proposal Trustee of its duties in respect of the Company pursuant to the BIA and the Orders, the Proposal Trustee may file with the Court a certificate of Stalking Horse Proposal completion stating that all of its duties in respect of the Company pursuant to the BIA and the Orders have been completed and thereupon, without further Order of the Court, the Proposal Trustee will be discharged from its duties as Proposal Trustee of the Company and the Administration Charge will be terminated and released; and,
- (k) declare that the Company, the Proposal Trustee, the Affected Creditors, or any other interested Person may apply to the Court for advice and direction in respect of any matter arising from or under this Stalking Horse Proposal.

ARTICLE 9 - CONDITIONS TO PROPOSAL IMPLEMENTATION

9.1 Conditions to Proposal Implementation

Proposal Implementation will be conditional upon the fulfillment, satisfaction or waiver (in accordance with Section 9.2) of the following conditions:

- (a) this Stalking Horse Proposal will have been approved by the Required Majority of Affected Creditors;
- (b) the Court will have granted the Approval Order, the operation and effect of which will not have been stayed, reversed or amended, and all applicable appeal periods in respect of the Approval Order will have expired and in the event of an appeal or application for leave to appeal, final determination of such appeal or such application for leave to appeal upholding the Approval Order will have been made by the applicable appellate Court; and,
- (c) all regulatory approvals, consents, waivers, and filings that are required in respect of this Proposal shall have been obtained, approved, or granted;

9.2 Waiver

The Proposal Sponsor may at any time waive in writing the fulfillment or satisfaction, in whole or in part, of any one or more of the conditions set out in Section 9.1.

9.3 Proposal Trustee's Certificate of Proposal Implementation

Upon the delivery of written notice from the Company of the satisfaction, fulfillment or waiver of the conditions set out in Section 9.1, and the completion of the steps, deliveries and filings set out in Section 6.3, the Proposal Trustee will deliver to the Company a certificate stating that Proposal Implementation has occurred and that this Stalking Horse Proposal and the Approval Order are effective in accordance with their respective terms (the "**Proposal Trustee's Certificate**"). Following the Proposal Implementation Date, the Proposal Trustee will file the Proposal Trustee's Certificate with the Court and will deliver copies thereof to the Affected Creditors.

ARTICLE 10 - GENERAL

10.1 Binding Effect

At the Effective Time:

- (a) this Stalking Horse Proposal will become effective;
- (b) the treatment of Affected Creditors and Existing Shareholders under this Stalking Horse Proposal will be final and binding for all purposes and enure to the benefit of the Company, all Affected Creditors, all Released Parties and all other Persons and Parties named or referred to in, or subject to, this Stalking Horse Proposal and their respective heirs, executors, administrators and other legal representatives, successors and assigns;

- (c) each Affected Creditor will be deemed to have consented and agreed to all of the provisions of this Stalking Horse Proposal in its entirety;
- (d) all Claims that are not Affected Claims or Unaffected Claims shall be conclusively barred and extinguished; and,
- (e) each Creditor will be deemed to have executed and delivered to the Company all consents, releases, assignments and waivers, statutory or otherwise, required to implement and carry out this Stalking Horse Proposal in its entirety.

10.2 Waiver of Defaults

From and after the Proposal Implementation Date, all Persons will be deemed to have waived any and all defaults or events of default of the Company then existing or previously committed by the Company, or caused by the Company, any of the provisions in this Stalking Horse Proposal or steps contemplated in this Stalking Horse Proposal, or non-compliance with any covenant, warranty, representation, term, provision, condition or obligation, expressed or implied, in any contract, instrument, credit document, lease, guarantee, agreement for sale or other agreement, written or oral, and any and all amendments or supplements thereto, existing between such Person and the Company and any and all notices of default and demands for payment or any step or proceeding taken or commenced in connection therewith under any such agreement will be deemed to have been rescinded and of no further force or effect, provided that nothing will be deemed to excuse the Company from performing its obligations under this Stalking Horse Proposal or be a waiver of defaults by the Company under this Stalking Horse Proposal and the related documents. This section does not affect the rights of any Person to pursue any recoveries for a Claim that may be obtained from a guarantor (other than the Company) and any security granted by such guarantor.

10.3 Deeming Provisions

In this Stalking Horse Proposal, the deeming provisions are not rebuttable and are conclusive and irrevocable.

10.4 Non-Consummation

If Proposal Implementation does not occur by August 1, 2022 or such later period as agreed to in writing by the Company, the Proposal Sponsor, and the Proposal Trustee, (a) this Stalking Horse Proposal will be null and void in all respects, and (b) nothing contained in this Stalking Horse Proposal, and no acts taken in preparation for consummation of this Stalking Horse Proposal, will (i) constitute or be deemed to constitute a waiver or release of any Claims by or against the Company or any other Person; (ii) prejudice in any manner the rights of the Company or any other Person in any further proceedings involving the Company; or, (iii) constitute an admission of any sort by the Company or any other Person.

10.5 Modification of Stalking Horse Proposal

- (a) The Proposal Sponsor may at any time and from time to time, amend, restate, modify and/or supplement this Stalking Horse Proposal, with the prior consent of the Proposal Trustee and, if the amendment, restatement, modification or supplement is adverse to the financial or economic interests of the Affected Creditors, with the prior consent of the Required Majority of the Affected Creditors,

provided that any such amendment, restatement, modification or supplement must be contained in a written document which is filed with the Court and (i) if made prior to the Creditors' Meeting, communicated to the Affected Creditors in the manner required by the Court (if so required); and (ii) if made following the Creditors' Meeting, approved by the Court on notice to the Affected Creditors.

- (b) Notwithstanding Section 10.5(a), any amendment, restatement, modification or supplement may be made by the Proposal Sponsor and Company with the prior consent of the Proposal Trustee, and pursuant to an Order following the making of the Approval Order, provided that such amendment, restatement, modification or supplement concerns a matter which, in the opinion of the Company, the Proposal Sponsor and the Proposal Trustee is of an administrative nature required to better give effect to Proposal Implementation and the Approval Order or is required in order to cure any errors, omissions or ambiguities and is not adverse to the financial or economic interests of the Affected Creditors.
- (c) Any amended, restated, modified or supplementary proposal or plans of arrangement and reorganization filed with the Court and, if required by this Section, approved by the Court with the prior consent of the Proposal Sponsor, the Proposal Trustee (and, if necessary in accordance with this Section, the Affected Creditors) will, for all purposes, be and be deemed to be a part of and incorporated into this Proposal.

10.6 Severability of Stalking Horse Proposal Provisions

If, prior to the Proposal Implementation Date, any term or provision of this Stalking Horse Proposal is held by the Court to be invalid, void or unenforceable, then, at the request of the Company and subject to the prior consent of the Proposal Sponsor, acting reasonably, the Court will have the power to either (a) sever such term or provision from the balance of this Stalking Horse Proposal and provide the Company, the Proposal Sponsor and the Required Majority of the Affected Creditors (to the extent such severance may adversely affect the Affected Creditors) with the option to proceed with the implementation of the balance of this Stalking Horse Proposal as of and with effect from the Proposal Implementation Date, or (b) alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void or unenforceable, and such term or provision will then be applicable as altered or interpreted, provided that the Proposal Sponsor and the Required Majority of Affected Creditors (to the extent such alteration or interpretation may adversely affect the Affected Creditors) have approved such alteration or interpretation, acting reasonably. Notwithstanding any such holding, alternation or interpretation, and provided that the Company proceeds with the implementation of this Stalking Horse Proposal, the remainder of the terms and provisions of this Stalking Horse Proposal will remain in full force and effect and will in no way be affected, impaired or invalidated by such holding, alteration or interpretation.

10.7 Responsibilities of the Proposal Trustee

Alvarez & Marsal Canada Inc. is acting solely in its capacity as Proposal Trustee in the NOI Proceedings and this Stalking Horse Proposal with respect to the Company and not in its personal or corporate capacity and is not and will not be responsible or liable for any Claims against or Obligations of the Company. For greater certainty, the Affected Creditors may appoint one or more inspectors of the estate of the Company in accordance with section 56 of the BIA.

10.8 Notices

Any notice of other communication to be delivered hereunder must be in writing and refer to this Stalking Horse Proposal and may, subject as hereinafter provided, be made or given by personal delivery, registered mail, email or by facsimile addressed to the recipient(s) as follows:

(a) If to the Company:

Just Solutions Inc.
33 - 310 Main St. N.
Moose Jaw, Saskatchewan S6H 3K1

Attention: Justin Simpkins, Chief Operating Officer
Tel. No.: (306) 691-2662
E-mail: justin.simpkins@justsolutionsag.ca

with a copy (which shall not constitute notice) to:

McCarthy Tétrault LLP
4000, 421 – 7th Avenue S.W.
Calgary, AB T2P 4K9

Attention: Walker W. MacLeod / Nathan Stewart / Erinn Wilson
Tel. No.: (403) 260-3710 / (403) 260-3534 / (403) 260-3682

E-mail: wmacleod@mccarthy.ca / nstewart@mccarthy.ca /
erinnwilson@mccarthy.ca

(b) If to the Proposal Trustee:

Alvarez and Marsal Canada Inc.
#1110, 250 6th Ave SW
Calgary, AB T2P 3H7

Attention: Orest Konowalchuk / Cassie Riglin / Bryan Krol
Tel. No.: (403) 538-4736 / (403) 538-7519 / (403) 538-7523

E-mail: okonowalchuk@alvarezandmarsal.com /
criglin@alvarezandmarsal.com / bkrol@alvarezandmarsal.com

with a copy (which shall not constitute notice) to:

MLT Aikins LLP
Suite 1201 - 409 3rd Avenue S
Saskatoon, SK S7K 5R5

Attention: Jeff Lee, Q.C.
Tel. No.: (306) 975-7136

E-mail: jmlee@mltaikins.com

(c) If to the Proposal Sponsor:

Forage Subordinated Debt Limited Partnership II
#502, 400 Crowfoot Cres. N.W.
Calgary, AB T3G 5H6

Attention: Jim Taylor
Tel. No.: (403) 215-5490

E-mail: jtaylor@foragecapitalpartners.com

with a copy (which shall not constitute notice) to:

Tingle Merrett LLP
Suite 1250, 639 - 5th Avenue S.W.
Calgary, AB T2P 0M9

Attention: Cathy Merrett
Tel. No.: (403) 571-8010

E-mail: cmerrett@tinglemerrett.com

or to such other address as any such party may from time to time notify the others in accordance with this Section. Any such communication so given or made will be deemed to have been given or made and to have been received on the day of delivery if delivered, or on the day of faxing, email or sending by other means of recorded electronic communication, provided that such day in either event is a Business Day and the communication is so delivered, faxed, emailed or sent before 5:00 p.m. (Saskatchewan time) on such day. Otherwise, such communication will be deemed to have been given and made and to have been received on the next following Business Day.

10.9 Paramountcy

From and after the Effective Time on the Proposal Implementation Date, any conflict between this Stalking Horse Proposal and the covenants, warranties, representations, terms, conditions, provisions or obligations, express or implied, of any contract, mortgage, security agreement, indenture, note, loan agreement, commitment letter, agreement for sale, lease or other agreement, written or oral, and any and all amendments or supplements thereto existing between any Person and the Company as at the Proposal Implementation Date, will be deemed to be governed by the terms, conditions and provisions of this Stalking Horse Proposal and the Approval Order, which will take precedence and priority.

10.10 Further Assurances

Each of the Persons named or referred to in, or subject to, this Stalking Horse Proposal will execute and deliver all such documents and instruments and do all such acts and things as may be necessary or desirable to carry out the full intent and meaning of this Stalking Horse Proposal and to give effect to the transactions contemplated herein.

DATED as of the 31st day of May, 2022.

SCHEDULE "A"
ARTICLES OF REORGANIZATION



Articles of Reorganization
The Business Corporations Act
(Section 185)

Form 14

- | | | |
|----|--|--------------------------|
| 1. | Name of Corporation:
Just Solutions Inc. | Entity No.:
101306575 |
|----|--|--------------------------|
2. In accordance with the order for reorganization, attached as Exhibit "A" hereto, and the Proposal, attached as Exhibit "B" hereto, the articles of amalgamation of the Corporation are amended as follows:
- (a) By deleting the Schedule of Authorized Share Capital, Schedule of Restrictions on Share Transfers, and Schedule of Other Provisions, each attached as a schedule thereto, and replacing the aforementioned schedules with the Share Provisions Schedule, attached as Exhibit "C" hereto;
 - (b) By replacing paragraph 2 thereof with "See the Share Provisions Schedule, attached hereto, which is incorporated in this form.", and thereby amending the authorized share capital as follows:
 - (i) by deleting from the authorized share capital the Class "A" Shares, the Class "B" Shares, the Class "C" Shares, the Class "D" Shares, the Class "E" Shares, the Class "F" Shares, and the Class "G" Shares; and,
 - (ii) by creating and authorizing 1 class of shares in the capital stock of the Corporation, namely Class "A" shares with the rights, privileges, restrictions, prohibitions and conditions as more particularly set forth in the Share Provisions Schedule, attached as Exhibit "C" hereto.
 - (c) By replacing paragraph 3 with the following:

No securities of the Corporation, other than non-convertible debt securities, shall be transferred to any person without approval of the board of directors.
 - (d) By restating paragraph 4 as follows:

Not less than 1 nor more than 10 directors, as determined by the directors from time to time.
 - (e) By restating paragraph 5 as follows:

Nil.
 - (f) By replacing paragraph 6 with the following:

Subject to *The Business Corporations Act* (Saskatchewan) the board of directors may, between annual general meetings of the shareholders, appoint one or more additional directors of the Corporation to serve until the next annual meeting of

shareholders, provided that the total number of directors so appointed may not exceed one-third of the number of directors elected at the previous annual meeting of the shareholders of the Corporation.

3. Name and contact information for the individual submitting these articles of reorganization:

4. The contents of these articles of reorganization are true and the individual submitting these articles of reorganization has authority to file these articles of reorganization with the Director of Corporations.

JUST SOLUTIONS INC.

Per: _____

Name:

Title:

Dated: _____

**Exhibit “A” to the Articles of Reorganization
Order for Reorganization**

[See attached]

**Exhibit “B” to the Articles of Reorganization
Proposal**

[See attached]

**Exhibit “C” to the Articles of Reorganization
Share Provisions Schedule**

[See attached]

**SCHEDULE “B”
SHARE PROVISIONS SCHEDULE
TO THIS STALKING HORSE PROPOSAL**

The classes and any maximum number of shares that Just Solutions Inc. (the “**Corporation**”) is authorized to issue:

an unlimited number of Class A Common Shares;

all without nominal or par value and subject to the rights, privileges, restrictions and conditions as set out below.

1. CLASS A COMMON SHARES

The Class A Common Shares shall confer on the holders thereof and shall be subject to the following rights, restrictions, privileges and conditions:

(a) Voting:

The holders of the Class A Common Shares shall be entitled to one (1) vote in respect of each such Class A Common Share held at all meetings of the shareholders of the Corporation.

(b) Dividends and Distributions:

The Class A Common Shares shall rank equally with respect to the declaration and payment of all dividends and distributions of any kind (including any returns of capital). The Class A Common Shares shall, in each year, in the absolute discretion of the directors, be entitled, out of any or all profits or surplus available for dividends, to non-cumulative dividends at a rate to be determined by the directors.

(c) Liquidation:

In the event of the liquidation, dissolution or winding-up of the Corporation or other distribution of assets of the Corporation among its shareholders for the purpose of winding-up its affairs or upon a reduction of capital, the holders of the Class A Common Shares will be entitled to participate equally, share for share, in the distribution of the assets of the Corporation.

2. RIGHT OF PARTICIPATION

(a) Right of Participation:

Each holder of Class A Common Shares (each such holder being a “**Holder**” and all of such holders being collectively the “**Holders**”, and such shares held by a Holder being the “**Shares**”) shall be entitled to participate in any proposed issuance of securities by the Corporation from treasury, which participation right shall be offered *pro rata* to each Holder (based upon the proportion of such Holder’s Shares to the Shares of all Holders) in accordance with the number of Class A Common Shares held by such Holder, regardless of the classes of securities. The Corporation shall offer the securities (the “**Offered Securities**”) as provided for herein by notice in writing to each Holder, which notice shall include: the terms of the offer; the time, which shall not be less than fifteen (15) business days, for acceptance; and current financial information on the Corporation. The right of participation set forth in this Section 2 shall not apply to the granting

of options and/or the issuance of securities pursuant to any permitted stock option or share purchase plan.

(b) Expiration of Time:

After expiration of the acceptance period detailed in Section 2(a) hereof, the Corporation may, for a period of ninety (90) days thereafter allot and issue such Offered Securities which are not purchased by a Holder pursuant to Section 2(a) hereof to the persons and in the manner determined to be most beneficial to the Corporation, but any such allotment and issuance shall not be at a price less than, or on terms more favourable than the offer to the Holders. In the event the Corporation has not sold the Offered Securities within such ninety (90) day period, the Corporation shall not thereafter issue or sell the Offered Securities without first again complying with the provisions of Section 2(a) hereof.

(c) Payment for Offered Shares:

The payment for Offered Securities by a Holder shall be by certified cheque, bank draft or wire transfer against delivery of the certificate representing the Offered Securities at the head office of the Corporation.

3. RESTRICTIONS ON TRANSFER

No securities of the Corporation, other than non-convertible debt securities, shall be transferred to any person without the approval of the board of directors.

SCHEDULE "C"
FORM OF SANCTION ORDER

[See attached]

COURT NUMBER
BANKRUPTCY

ESTATE NUMBER

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

JUDICIAL CENTRE SASKATOON

**IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL UNDER
SECTION 50.4(1) OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, c. B-3, AS
AMENDED, OF JUST SOLUTIONS INC.**

**ORDER
(Approval and Implementation of Proposal;
Retraction and Cancellation of Existing Shares)**

Before the Honourable • in chambers the • day of •, 2022.

On the application of Jeffrey M. Lee, Q.C., counsel on behalf of the Applicant, Alvarez & Marsal Canada Inc., in its capacity as the proposal trustee (the “**Proposal Trustee**”) of Just Solutions Inc. (the “**Company**”), and upon hearing from counsel for the Proposal Trustee, counsel for the Company, counsel for Forage Subordinated Debt Limited Partnership II, and from the Proposal Trustee, and upon reading the Notice of Application on behalf of the Proposal Trustee dated •, 2022 (the “**Application**”), the • Report of the Proposal Trustee dated •, 2022 (the “**Report**”), and the draft Order, all filed, and the pleadings and proceedings herein:

The Court orders:

Interpretation

1. Terms which are capitalized but which are not defined herein shall bear the respective meanings ascribed to them in the Proposal by the Company dated •, 2022 and filed on •, 2022 (the “**Proposal**”) pursuant to Division I of Part III of the BIA and approved by the creditors of the Company at a meeting held on • in Saskatoon, Saskatchewan, which Proposal is appended to the Report.
2. Except where expressly indicated herein to the contrary, all references to “sections” herein shall refer to the corresponding sections of the Proposal.

Service

3. Service of the Application and all materials in support thereof is deemed to be good, timely and sufficient and is validated on all Persons affected by the Proposal, including, without limitation, all Affected Creditors, all Unaffected Creditors, and all Existing Shareholders.

Approval of Proposal

4. The Company has complied in all material respects with the provisions of the BIA and all previous Order issued in these proceedings.
5. The Proposal is fair and reasonable and has been approved by the Required Majority of Affected Creditors in accordance with the requirements of the BIA. The Proposal is the Successful Bid (as such term is defined in the SISP).
6. The Proposal shall be and is hereby approved pursuant to section 60(5) of the BIA and section 185 of the BCA.

Implementation of Proposal

7. As of the Proposal Implementation Date, the Proposal and all associated steps, transactions, arrangements, assignments, releases and reorganizations effected thereby shall be approved, binding and effective as set out herein upon the Company, all Affected Creditors, all Unaffected Creditors, all Existing Shareholders and all other Persons affected by the Proposal.
8. The steps to occur, to be taken and to be effected, and the releases to be effected, on the Proposal Implementation Date, are deemed to occur, to be taken and to be effected, and to be effective in the sequential order contemplated by section • on Proposal Implementation, beginning at the Effective Time.
9. Effective upon the fulfillment, satisfaction or waiver of the conditions in section •, and in the sequential order contemplated by section •:
 - (a) all Claims other than Unaffected Claims shall be fully, finally, irrevocably and forever released, discharged, cancelled and extinguished, and any Person holding such a Claim shall be forever barred and estopped from asserting such a Claim against the Company;

- (b) all Existing Shares shall be deemed to be retracted, redeemed, and fully, finally and irrevocably cancelled and extinguished;
- (c) the Articles of Reorganization will be filed with the director under the BCA, amending and restating the Articles;
- (d) all classes of Existing Shares shall be deleted, cancelled and extinguished;
- (e) the New Shares shall be issued to the Affected Secured Creditors in accordance with the Affected Pro Rata Share entitlements;
- (f) the Unsecured Creditors' Distribution shall become payable in accordance with section • of the Proposal;
- (g) the releases referred to in section • of the Proposal shall become effective in accordance with the Proposal;
- (h) the New Directors will be appointed as directors of the Company; and,
- (i) the BIA Charges shall be terminated and discharged (effective, in the case of the Administration Charge, on the filing by the Proposal Trustee of the certificate referred to in paragraph 16 of this Order).

Continuation of Obligations and Agreements

10. All obligations, agreements or leases to which the Company is a party are declared to be and remain in full force and effect, unamended, as at the Proposal Implementation Date, and no Person who is party to such obligation, agreement or lease will or be permitted to, on or following Proposal Implementation, accelerate, terminate, refuse to renew, rescind, refuse to perform or otherwise repudiate its obligations thereunder, or enforce or exercise (or purport to enforce or exercise) any right or remedy under or in respect of any such obligation, agreement or lease, by reason:
- (a) of any event which occurred prior to, and not continuing after, the Effective Time or which is or continues to be suspended or waived under the Proposal, which would have entitled any other party thereto to enforce those rights or remedies;

- (b) that the Company sought or obtained relief or has taken steps as part of the Proposal under the BIA or BCA;
- (c) of any default or event of default arising as a result of the financial condition or insolvency of the Company;
- (d) of the effect upon the Company of the completion of any of the steps or transactions contemplated by the Proposal; or,
- (e) of any reorganizations or restructurings effected pursuant to the Proposal.

Barring of Claims

11. Without limiting anything in the Proposal or the BIA, all Claims (other than Unaffected Claims) are forever barred and extinguished, the Company is discharged and released from any and all Claims of any nature or kind in accordance with the Proposal, the ability of any Person to proceed against the Company in respect of or relating to any Claims (other than Unaffected Claims) is forever discharged and restrained and all proceedings with respect to, in connection with or relating to such Claims are permanently stayed, subject only to the rights of the Affected Creditors and Unaffected Creditors as provided for in the Proposal, provided that nothing shall release or discharge: (a) the Company from any obligation owed to any Person pursuant to the Proposal, or (b) a Released Party from any criminal or fraudulent conduct.
12. The right to commence, take, apply for, issue or continue any and all steps and proceedings, including administrative hearings and orders, declarations or assessments commenced, taken or proceeded with or that may be commenced, taken or proceeded with against the Company in respect of all Claims released by paragraph 11 hereof and the Proposal and any other matter pursuant to section • of the Proposal is hereby stayed, suspended and forever extinguished.

Released Parties

13. Effective on the Proposal Implementation, each Released Party shall be released and discharged from any and all demands, claims, actions, causes of action, counterclaims, suits, debts, sums of money, accounts, covenants, damages, judgments, orders (including for injunctive relief or specific performance and any compliance orders), costs, expenses,

executions, attachments, garnishments, Encumbrances and other recoveries on account of any liability, obligation, demand or cause of action of whatsoever nature which any Creditor or other Person may be entitled to assert, including any Claims, whether known or unknown, matured or unmatured, foreseen or unforeseen, existing or hereafter arising, in each of the foregoing cases based in whole or in part on any act or omission, transaction, duty, responsibility, indebtedness, liability, obligation, dealing or other occurrence existing or taking place on or prior to Proposal Implementation in any way relating to, arising out of or in connection with any Claims, the arrangement, compromise and restructuring contemplated in this Stalking Horse Proposal, the business carried on by the Company, the administration of this Stalking Horse Proposal or the NOI Proceedings, and all Claims arising out of such actions or omissions will be forever waived and released, all to the full extent permitted by Applicable Law, provided that nothing in this Stalking Horse Proposal shall release or discharge:

- (a) the Company from any Unaffected Claims or any obligation to any Person created by this Stalking Horse Proposal; or,
- (b) a Released Party from any criminal or fraudulent misconduct; or
- (c) solely as it pertains to any Released Party who is a Director or Officer, any Claim that relates to contractual rights of one or more creditors or is based on allegations of misrepresentation made by any Director or Officer to creditors or wrongful or oppressive conduct by such Directors or Officers.

No Fraudulent Preference or Conveyance

14. Notwithstanding:

- (a) the pendency of these proceedings;
- (b) any proceedings in respect of the Company under the BIA, the *Companies' Creditors Arrangement Act* (Canada) or any analogous law; or,
- (c) the provisions of any federal or provincial statute,

none of the transactions contemplated by the Proposal shall be void or voidable at the instance of creditors, nor shall such transactions constitute, nor shall they be deemed to

constitute, transfers at undervalue, fraudulent preferences, assignments, fraudulent conveyances or other reviewable transactions under the BIA or any other applicable federal or provincial law or conduct meriting an oppression remedy, and all of the transactions occurring under the Proposal shall be binding on any subsequently appointed trustee in bankruptcy of the Company.

Proposal Trustee

15. The Proposal Trustee shall be and is hereby authorized to perform its functions and fulfil its obligations under the Proposal to facilitate the implementation of the Proposal.
16. Upon completion by the Proposal Trustee of its duties in respect of the Company pursuant to the BIA and the Orders pronounced in these proceedings, the Proposal Trustee may file with the Court a certificate of Proposal completion, pursuant to section ●, stating that all of its duties in respect of the Company pursuant to the BIA and the Orders pronounced in these proceedings have been completed and, upon the filing of such certificate, without further Order of the Court, the Proposal Trustee shall be discharged from its duties as Proposal Trustee of the Company and the Administration Charge shall be terminated and released.

Advice and Directions

17. The Company, the Proposal Trustee, the Proposal Sponsor or any other interested person may apply to this Court for advice and directions in respect of any matter arising from or under the Proposal.

Service

18. Service of this Order shall be good, timely, sufficient and validated on all Persons affected by the Proposal including, without limitation, all of the Affected Creditors, all of the Unaffected Creditors, and all Existing Shareholders, by performance of each of the following:
 - (a) delivery of this Order to all Persons appearing at the Application by email, courier, registered mail or personal delivery;

- (b) posting of this Order on the website established by the Proposal Trustee for these proceedings; and,
- (c) issuance of a press release by the Company advising of the issuance of this Order.

ISSUED AT •, Saskatchewan, this • day of •, 2022.



(Deputy) Local Registrar

CONTACT INFORMATION AND ADDRESS FOR SERVICE

Name of firm:	McCarthy Tétrault LLP
Name of lawyer in charge of file:	Walker W. MacLeod
Address of legal firms:	c/o Suite 300B-B, 99 Diefenbaker Drive Moose Jaw, Saskatchewan S6J 0C2
Telephone number:	403-260-3701
Fax number (<i>if any</i>):	403-260-3501
E-mail address (<i>if any</i>):	wmacleod@mccarthy.ca

District of: Saskatchewan
Division No. 02 - Saskatoon
Court No. BKY 123-2022
Estate No. 22-2822781

EXHIBIT "C1"

FORM 92
Notice of Proposal to Creditors
(Section 51 of the Act)

In the Matter of the Notice of Intention to Make a Proposal of
Just Solutions Inc.
in the city Saskatoon, in the province of Saskatchewan

Take notice that Just Solutions Inc. of the city of Moose Jaw in the Province of Saskatchewan has lodged with me a proposal under the *Bankruptcy and Insolvency Act*.

A copy of the proposal, a condensed statement of the debtor's assets, and liabilities, and a list of the creditors affected by the proposal and whose claims amount to \$250 or more are enclosed.

A general meeting of the creditors will be held virtually on the 21st day of June 2022 at 10:00 AM on Microsoft Teams:

https://teams.microsoft.com/l/meetup-join/19%3ameeting_ZDUzMWQzNGQtZTY4Mi00ZTkYLTlhOTYtN2NhYzg0ODhlYmNk%40thread.v2/0?context=%7b%22id%22%3a%22dd5e230f-c165-49c4-957f-e203458ffab%22%2c%22oid%22%3a%220c902a38-5e88-4cde-aaa7-387a86211f99%22%7d

(please contact Bryan Krol at bkrol@alvarezandmarsal.com for a link to the Microsoft Teams meeting)

Or, you may attend by phone at +1 647-749-7010,,75635646#.

The creditors or any class of creditors qualified to vote at the meeting may by resolution accept the proposal either as made or as altered or modified at the meeting. If so accepted and if approved by the court the proposal is binding on all the creditors or the class of creditors affected.

Proofs of claim must be lodged with me prior to the commencement of the meeting.

Proxies and voting letters intended to be used at the meeting may be filed at any time up until the moment a vote is called.

Dated at the city of Calgary in the Province of Alberta, this 10th day of June 2022.

Alvarez & Marsal Canada Inc. - Licensed Insolvency Trustee

Per:



Orest Konowalchuk - Licensed Insolvency Trustee
Bow Valley Square 4
Suite 1110, 250 6th Ave SW
Calgary AB T2P 3H7
Phone: (403) 538-7555 Fax: (403) 538-7551

(A form of proof of claim, a form of proxy and a voting letter should be enclosed with each notice.)

District of: Saskatchewan
Division No. 02 - Saskatoon
Court No. BKY 123-2022
Estate No. 22-2822781

EXHIBIT "B"

EXHIBIT "C3"

FORM 92 --- Concluded

In the Matter of the Notice of Intention to Make a Proposal of
Just Solutions Inc.
in the city Saskatoon, in the province of Saskatchewan

List of Creditors with claims of \$250 or more.			
Creditor	Address	Account#	Claim Amount
Amber McCrystal	1020 Maplewood Drive Moose Jaw SK S6J 0E4		500.00
Bill Baum	234 Firelight Crescent W. Lethbridge AB T1J 4W1		10,000.00
CEBA c/o HSBC Bank Canada Cameron Bailey	407, 8th Ave. S.W. (9th Floor) Calgary AB T2P 1E5		40,000.00
Dr. Jozef Van Niekerk Professional Corporation	439 6 Ave S.W. Medicine Hat AB T1A 5A9		6,400.00
Forage Subordinated Debt Limited Partnership II	#502, 400 Crowfoot Cres. N.W. Calgary AB T3G 5H6		2,910,646.00
Jardine Lloyd Thompson Canada Inc	120 Bremner Boulevard, Suite 800 Toronto ON M5J 0A8		214,749.56
Receiver General	9755 King George Hwy Surrey BC V3T 5E1		1,278.62
Sheldon & Elaine Williams	Box 803, STN Main Moose Jaw SK S6H 4P5		6,000.00
Total			3,189,574.18

District of: Saskatchewan
 Division No. 02 - Saskatoon
 Court No. BKY 123-2022
 Estate No. 22-2822781

☒ Original

☐ Amended

Form 78

Statement of Affairs (Business Proposal) made by an entity
 (Subsection 49(2) and Paragraph 158(d) of the Act / Subsections 50(2) and 62(1) of the Act)

EXHIBIT "C2"

In the Matter of the Notice of Intention to Make a Proposal of
 Just Solutions Inc.
 in the city Saskatoon, in the province of Saskatchewan

To the debtor:

You are required to carefully and accurately complete this form and the applicable attachments showing the state of your affairs on the date of the filing of your proposal (or notice of intention, if applicable), on the 18th day of April 2022. When completed, this form and the applicable attachments will constitute the Statement of Affairs and must be verified by oath or solemn declaration.

LIABILITIES (as stated and estimated by the officer)		ASSETS (as stated and estimated by the officer)	
1. Unsecured creditors as per list "A"	279,036.00	1. Inventory	0.00
Balance of secured claims as per list "B"	2,910,646.00	2. Trade fixtures, etc.	0.00
Total unsecured creditors	3,189,682.00	3. Accounts receivable and other receivables, as per list "E"	
		Good	0.00
2. Secured creditors as per list "B"	0.00	Doubtful	0.00
3. Preferred creditors as per list "C"	0.00	Bad	0.00
		Estimated to produce	0.00
4. Contingent, trust claims or other liabilities as per list "D"	0.00	4. Bills of exchange, promissory note, etc., as per list "F"	0.00
estimated to be reclaimable for		5. Deposits in financial institutions	0.00
Total liabilities	3,189,682.00	6. Cash	180,000.00
Surplus	NIL	7. Livestock	0.00
		8. Machinery, equipment and plant	0.00
		9. Real property or immovable as per list "G"	0.00
		10. Furniture	0.00
		11. RRSPs, RRIFs, life insurance, etc.	0.00
		12. Securities (shares, bonds, debentures, etc.)	0.00
		13. Interests under wills	0.00
		14. Vehicles	0.00
		15. Other property, as per list "H"	0.00
		If debtor is a corporation, add:	
		Amount of subscribed capital	0.00
		Amount paid on capital	0.00
		Balance subscribed and unpaid	0.00
		Estimated to produce	0.00
		Total assets	180,000.00
		Deficiency	3,009,682.00

I, Justin Simpkins, of the city of Moose Jaw in the Province of Saskatchewan, do swear (or solemnly declare) that this statement and the attached lists are to the best of my knowledge, a full, true and complete statement of the affairs of the Corporation on the 18th day of April 2022 and fully disclose all property of every description that is in my possession or that may devolve on me in accordance with the Act.

SWORN (or SOLEMNLY DECLARED)

before me at the city of Moose Jaw in the Province of Saskatchewan, on this 18th day of April 2022.

Maggie Grose

Maggie Grose, Commissioner of Oaths
 For the Province of Alberta
 Expires January 17, 2023

Justin Simpkins

Justin Simpkins

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

IN THE MATTER OF THE DIVISION 1 PROPOSAL OF
JUST SOLUTIONS INC.

TRUSTEE'S REPORT TO CREDITORS

INTRODUCTION

1. On April 18, 2022 ("**Filing Date**"), Just Solutions Inc. ("**JSI**" or the "**Company**"), filed a Notice of Intention to Make a Proposal ("**NOI**" or the "**Filing**") pursuant to subsection 50.4(1) of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3, as amended (the "**BIA**"). Alvarez & Marsal Canada Inc. consented to act as Trustee under the NOI ("**A&M**" or the "**Proposal Trustee**").
2. Pursuant to section 50.4(8) of the BIA, the initial stay period under the NOI proceedings was from April 18, 2022 to May 18, 2022 (the "**Initial Stay Period**"), which has subsequently been extended to July 2, 2022.
3. A copy of the Certificate of Filing of the NOI issued by the Office of the Superintendent of Bankruptcy is attached as Appendix "**A**".
4. The Company prepared and filed its proposal to creditors (the "**Proposal**") with the Office of the Superintendent of Bankruptcy on May 31, 2022. A copy of the Proposal is attached as Appendix "**B**".

Originating Application by the Company – April 22, 2022

5. On April 22, 2022, an Order granted by the Court, approved the following, among other things:

- a) a sales and investment solicitation process (the “**SISP**”) and authorized the Company to implement and perform the SISP;
- b) the stalking horse proposal (the “**Stalking Horse Proposal**”) with Forage Subordinated Debt Limited Partnership II (“**Forage**” or the “**Stalking Horse Bidder**”);
- c) a charge in an amount not to exceed \$150,000 (the “**Administration Charge**”) as security for the fees and costs of the Proposal Trustee, its independent legal counsel, the legal counsel to the Company and legal counsel to the Stalking Horse Bidder;
- d) authorization for the Company to borrow up to \$225,000 under a debtor-in-possession non-revolving loan facility (the “**DIP Facility**”) in order to allow the Company to satisfy its future expenses in connection with its ongoing operations during these proceedings;
- e) a charge to secure repayment of the DIP Facility (the “**DIP Charge**”);
- f) a charge in favour of the Company’s Directors and Officers, securing the Company’s indemnification obligations to them not to exceed \$65,000 (the “**Directors Charge**”); and
- g) an extension of the time for filing a proposal pursuant to section 50.4(9) of the BIA up to and including July 2, 2022.

BACKGROUND

6. The Company is incorporated pursuant to the laws of Saskatchewan and is an insurance broker. More specifically, the Company is engaged in the business of selling crop and hail insurance to farmers throughout western Canada. JSI employs approximately nine people, primarily located in Moose Jaw, Saskatchewan. Various individuals who are employed or otherwise retained by the Company are licensed by the General Insurance Council of Saskatchewan and authorized to sell Property & Casualty and Crop / Hail insurance policies on behalf of third-party

- insurance companies. The Company sells both hail insurance policies and Ag Right Risk Management (ARRM) policies, which are multi peril cash flow insurance policies that cover losses to yield, grade and price of crops insured thereunder.
7. The 2021 agricultural production year was very challenging in the prairies. While there was precipitation early in the growing season, hot and dry conditions persisted throughout July and into mid-August of 2021 and there was no meaningful moisture or temperature relief during this period. As a result, crop conditions and yield potential deteriorated as the year progressed, harvest was earlier than normal and wheat and durum yields were significantly below expectation. These circumstances led to a dramatic increase in claims made by insureds in the agricultural sector.
 8. The Company is solely a broker of the crop insurance policies and does not have any liability to insureds in the event of a claim. Rather, upon a claim being made on a policy sold by the Company, the Company provides assistance and support in resolving the claim. The actual insurers on the policies are third party insurance companies which are responsible for adjudication and payment of claims. In early 2022, due to the losses on ARRM policies occurring in the previous growing season, it became apparent that it was going to be very difficult for the Company to obtain, from insurance companies, rights to bind insurance policies for the 2022 growing season on terms similar to previous years. The Company cannot bind insurance to third party insurers without such rights. As a result, the Company faced the risk of ceasing to be able to function as a going concern.
 9. The affidavit of Mr. Justin Simpkins (the “**Simpkins Affidavit**”), an officer of the Company, sworn April 18, 2022, provides details and background of the Company’s operations and financial position, its various restructuring efforts to date, and the reasons for the commencement of these proceedings.
 10. Further background to the Company and its operations is contained in the materials filed in support of these proceedings which have been posted on the Proposal Trustee’s website at www.alvarezandmarsal.com/justsolutions (the “**Case Website**”).

11. Capitalized terms not defined in this section of this report (the “**Report**”) are as defined in the SISP and/or Stalking Horse Proposal.

SALES AND INVESTMENT SOLICITATION PROCESS

Overview

12. As a result of its financial, operational and regulatory challenges, the Company determined that it was in the best interest of its creditors and its stakeholders to undertake a NOI restructuring process pursuant the BIA. The central component of the restructuring process is the Stalking Horse Proposal, where it is expected that Forage (the expected sole affected secured creditor and Plan Sponsor), subject to creditor and court approval, will receive new equity in the Company in exchange for compromising its debt and all existing equity of JSI will be cancelled and extinguished. The Company, with the assistance of the Proposal Trustee, conducted a robust SISP that would seek superior offer to the Stalking Horse Proposal.
13. JSI, with the support of the Proposal Trustee, believed that a SISP provided for the greatest flexibility in soliciting and selecting bids from interested parties for the sale of or investment in the business or assets of JSI, or for a refinancing, reorganization, recapitalization, restructuring, joint-venture, merger or other business transaction involving the Company, or some combination thereof, and will provide the greatest opportunity for the Company to complete a restructuring of its operational and financial affairs.

Summary of the SISP

14. Pursuant to the SISP, all qualified interested parties were provided with an opportunity to participate in the SISP. The SISP was designed to identify the highest and/or best offer for a restructuring and/or refinancing of the Company, a sale of the Company on a going concern basis, or a combination thereof, which may include a merger, reorganization, recapitalization, primary equity issuance or other similar transaction.

15. The key components of the SISP are as follows:
- a) the Proposal Trustee, in consultation with the Company, prepared marketing material that provided additional information about the opportunity and set up a virtual data room (“**VDR**”) containing due diligence materials;
 - b) the Proposal Trustee, in consultation with the Company, delivered a summary outline of the opportunity (a “**Teaser**”) to 184 potential strategic and financial bidders and invited them to execute a non-disclosure agreement (“**NDA**”) with the Company;
 - c) in order to continue to participate in the SISP, a Qualified Bidder must have delivered a Non-Binding Indication of Interest to the Proposal Trustee to be received by the Proposal Trustee not later than 5:00 p.m. (Saskatoon Time) on May 13, 2022 (the “**Solicitation of Interest Deadline**”);
 - d) the Proposal Trustee did not receive any Non-Binding Indications of Interest by the Solicitation of Interest Deadline and, therefore, the Proposal Trustee terminated the SISP; and
 - e) the Stalking Horse Proposal was deemed to be the Successful Bid. Accordingly, the Company along with the Proposal Trustee are proceeding with the necessary steps to complete the Stalking Horse Proposal and the transactions provided for therein.
16. A copy of the SISP is attached as Exhibit “**D**” to the Simpkins Affidavit. For more information regarding the SISP, readers are advised to review the SISP document in detail, which can be found on the Case Website.

STALKING HORSE PROPOSAL

Overview

17. In advance of the SISP, JSI entered into discussions with Forage to explore the possibility of Forage participating as a stalking horse bidder for the Company.
18. Forage, which is the only secured creditor, agreed to participate as the ‘stalking horse bidder’ within the SISP and the Proposal Trustee believed that this SISP process would be an effective method to maximize value of the Company. JSI negotiated the stalking horse proposal with Forage (the “**Stalking Horse Proposal**”), and it was approved by the Court on April 22, 2022.
19. A copy of the Stalking Horse Proposal is attached as Exhibit “E” to the Simpkins Affidavit. The Proposal Trustee has summarized certain key points of the Stalking Horse Proposal below. All interested parties are advised to review the Stalking Horse Proposal document in detail.

Summary of Stalking Horse Proposal

20. The Stalking Horse Proposal outlines that a portion of Forage’s claims will be converted into new shares in the Company and all equity interests (including those currently held by Forage) will be cancelled and extinguished for no consideration, such that Forage will become the sole shareholder in the Company. It is anticipated that a small number of unsecured creditors will have their claims compromised pursuant to the Stalking Horse Proposal, but that all creditors necessary for the continued operation of the business, including employees, will be paid in the ordinary course of business and will be unaffected by the Stalking Horse Proposal.
21. A summary of the primary objectives of the Stalking Horse Proposal are as follows:
 - a) to enable the Company to continue its business as a going concern from and after the Proposal Implementation Date;
 - b) to retract and terminate all Existing Shares for no consideration;

- c) to amend and restate the Articles to cancel and terminate all classes of Existing Shares, and to create the New Shares and set out the rights of such class of such New Shares;
- d) to issue the New Shares to the Affected Secured Creditors on a pro rata basis and in satisfaction of their Affected Secured Claims;
- e) to issue the Unsecured Creditors' Distribution to the Affected Unsecured Creditors in satisfaction of their Affected Unsecured Claims; and
- f) to effect a full, final and irrevocable compromise, release, discharge, cancellation and bar of all Claims other than Unaffected Claims.

PROPOSAL TRUSTEE'S RECOMMENDATION

22. The Proposal Trustee is supportive of the Proposal for the following reasons:

- a) if the Proposal is not accepted by the creditors, the Company will be deemed to have made an assignment in bankruptcy on the date of the vote at the creditors' meeting called to consider the Proposal;
- b) in a bankruptcy, the claims of the unsecured class of creditors will rank below that of the secured creditor, with no expected surplus of funds available to exceed that of the secured creditor's claim in a liquidation, as further outlined in a numerical analysis in Appendix "C" to this Report;
- c) the Proposal provides the Company with an opportunity to continue operating as a going concern;
- d) the Company has acted in good faith and with due diligence during the filing and in preparing the Proposal; and
- e) the Proposal Trustee, in coordination with the Company, conducted a fulsome sales process that resulted in no offers in excess of the Stalking

Horse Proposal, indicating that the Proposal is the best available outcome for the Company and its creditors.

REQUIREMENTS FOR A SUCCESFUL PROPOSAL

23. The Proposal is subject to acceptance by way of a resolution of both classes of creditors within the Proposal at the meeting of creditors to be held on June 21, 2022 at 10:00 AM MST. The vote must pass by a majority of creditors in number and by 2/3rd of the claims in dollar value. If passed, the Proposal Trustee must apply to court within 5 days to have the Proposal approved.
24. If the Proposal is voted against by the creditors, or if the Court does not approve the Proposal, then the Company is deemed to have made an assignment in bankruptcy on that day and a meeting of creditors is to be held immediately with respect to the bankruptcy.
25. Details for the meeting of creditors to consider the Proposal are as follows:
 - a) June 21, 2022 at 10:00 AM MST
 - b) Held virtually on Microsoft Teams Video Conference:
 - i. https://teams.microsoft.com/l/meetup-join/19%3ameeting_ZDUzMWQzNGQtZTY4Mi00ZTkYLTlhOTYtN2NhYzg0ODhlYmNk%40thread.v2/0?context=%7b%22Tid%22%3a%22dd5e230f-c165-49c4-957f-e203458ffab%22%2c%22Oid%22%3a%220c902a38-5e88-4cde-aaa7-387a86211f99%22%7d
 - ii. Dial in: +1 647-749-7010

Conference ID: 756 356 46#

Dated this 9th day of June, 2022

**ALVAREZ & MARSAL CANADA INC.,
in its capacity as Proposal Trustee of
Just Solutions Inc. and
not in its personal or corporate capacity**

A handwritten signature in blue ink, appearing to be 'Orest Konowalchuk', with a stylized, flowing script.

Orest Konowalchuk, LIT
Senior Vice-President

A handwritten signature in blue ink, appearing to be 'Cassie Riglin', with a stylized, flowing script.

Cassie Riglin, LIT
Senior Vice-President

APPENDIX “A”



Industry Canada
Office of the Superintendent
of Bankruptcy Canada

Industrie Canada
Bureau du surintendant
des faillites Canada

District of Saskatchewan
Division No. 01 - Regina
Court No. 22-2822781
Estate No. 22-2822781

In the Matter of the Notice of Intention to make a proposal of:

Just Solutions Inc.

Insolvent Person

ALVAREZ & MARSAL CANADA INC.

Licensed Insolvency Trustee

Date of the Notice of Intention:

April 18, 2022

CERTIFICATE OF FILING OF A NOTICE OF INTENTION TO MAKE A PROPOSAL
Subsection 50.4 (1)

I, the undersigned, Official Receiver in and for this bankruptcy district, do hereby certify that the aforementioned insolvent person filed a Notice of Intention to Make a Proposal under subsection 50.4 (1) of the Bankruptcy and Insolvency Act;

Pursuant to subsection 69. (1) of the Act, all proceedings against the aforementioned insolvent person are stayed as of the date of filing of the Notice of Intention.

Date: April 19, 2022, 15:56

E-File/Dépôt Electronique

Official Receiver

1945 Hamilton Street, Suite 600, Regina, Saskatchewan, Canada, S4P2C7, (877)376-9902

Canada 

APPENDIX “B”

COURT FILE NUMBER BKY 123-2022

ESTATE NUMBER 22-2822781

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

JUDICIAL CENTRE SASKATOON

**IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE
A PROPOSAL UNDER SECTION 50.4(1) OF THE
BANKRUPTCY AND INSOLVENCY ACT, R.S.C. 1985, c. B-3,
AS AMENDED, OF JUST SOLUTIONS INC.**

DOCUMENT **PROPOSAL**

ADDRESS FOR SERVICE McCARTHY TÉTRAULT LLP
AND CONTACT 4000, 421 – 7th Avenue SW
INFORMATION OF Calgary, AB T2P 4K9
PARTY FILING THIS

DOCUMENT

Attention: Walker MacLeod / Nathan Stewart / Erinn Wilson
(Student-at-Law)
Tel: 403-260-3710 / 3534 / 3682
Fax: 403-260-3501
Email: wmacleod@mccarthy.ca / nstewart@mccarthy.ca /
erinnwilson@mccarthy.ca

**PROPOSAL MADE UNDER DIVISION I OF PART III
OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, c. B-3**

RECITALS

- A. The Company is a corporation governed by the laws of the Province of Saskatchewan and is insolvent.
- B. The Company commenced the NOI Proceedings under the BIA and obtained the Initial Order from the Honourable Justice R.S. Smith on April 22, 2022 which, among other things, approved the SISP, approved this Stalking Horse Proposal as the stalking horse bid under the SISP, and extended the period within which the Company is required to file a proposal to its creditors with the Official Receiver under subsections 50.4(8) and 62(1) of the BIA by 45 days to and including July 2, 2022.
- C. Pursuant to the SISP and this Stalking Horse Proposal, the Company agreed to, among other things: (i) conduct the SISP in accordance with its terms; and, (ii) in the event that the Proposal Sponsor is selected as the Successful Bidder (as such term is defined in the SISP), present this Stalking Horse Proposal to its creditors.
- D. The SISP has concluded with the selection of the Proposal Sponsor as the Successful Bidder (as such term is defined in the SISP).

NOW THEREFORE the Company hereby proposes and presents this Stalking Horse Proposal under and pursuant to the BIA:

ARTICLE 1 - DEFINITIONS AND INTERPRETATION

1.1 Definitions

The following capitalized terms will have the meanings set out below:

- (a) **“Administration Charge”** means the charge created under the Initial Order securing the Administration Obligations, subject to the limits set out in the Initial Order or in any other Order.
- (b) **“Administration Obligations”** means the indebtedness, liabilities, and obligations of the Company regarding the unpaid professional fees and disbursements of the Proposal Trustee, the Proposal Trustee’s legal counsel, the Proposal Sponsor’s legal counsel, and the Company’s legal counsel, in connection with the NOI Proceedings, that were and are incurred both before and after the granting of the Initial Order.
- (c) **“Affected Claims”** means the Affected Proposal Sponsor Claims and all other Proven Claims.
- (d) **“Affected Proposal Sponsor Claims”** means, collectively, the Proposal Sponsor Secured Claim and the Proposal Sponsor Unsecured Claim.
- (e) **“Affected Creditors”** means any Creditor holding an Affected Claim.

- (f) **"Affected Pro Rata Share"** means each Affected Secured Creditors' proportionate share of its Affected Secured Claim held by it on the Proposal Implementation Date of all Affected Secured Claims;
- (g) **"Affected Secured Claims"** means the Proposal Sponsor Secured Claim and any other Proven Claim that ranks *pari passu* with the Proposal Sponsor Secured Claim.
- (h) **"Affected Secured Creditor"** means any Creditor holding an Affected Secured Claim.
- (i) **"Affected Unsecured Claims"** means the Proposal Sponsor Unsecured Claim and any other Proven Claim that ranks subordinate to the Proposal Sponsor Secured Claim.
- (j) **"Affected Unsecured Creditor"** means any Creditor holding an Affected Unsecured Claim.
- (k) **"Approval Order"** is defined in Section 8.2.
- (l) **"Articles"** means the articles of amalgamation of the Company filed on June 22, 2016, pursuant to which, among other things, the Company was formed by an amalgamation of Just Solutions Inc., Onesimus International Corp., and Seven Edge Success Leadership Training Inc.
- (m) **"Articles of Reorganization"** is defined in Section 4.4.
- (n) **"BCA"** means *The Business Corporations Act* (Saskatchewan), R.S.S. 1978, c. B-10.
- (o) **"BIA"** means the *Bankruptcy and Insolvency Act* (Canada), R.S.C. 1985, c. B-3.
- (p) **"BIA Charges"** means, collectively, the Administration Charge, the DIP Charge, and the D&O Charge.
- (q) **"Business"** means the business and operations carried on by the Company as at the Filing Date, including, without limitation, with respect to selling or binding hail insurance policies and multi peril cash flow Ag Right Risk Management policies.
- (r) **"Business Day"** means any day except Saturday, Sunday, or any day on which banks are generally not open for business in the City of Saskatoon.
- (s) **"Claim"** includes any right or claim (including, without limitation, an Equity Claim) of any Person that may be asserted or made in whole or in part against the Company, whether or not asserted or made, in connection with any indebtedness, liability, obligation of any kind whatsoever, and any interest accrued thereon or costs payable in respect thereof, including without limitation, by reason of the commission of a tort (intentional or unintentional), by reason of any breach of contract or other agreement (oral or written), by reason of any breach of duty (including, without limitation, any legal, statutory, equitable or fiduciary duty) or by reason of any right of ownership of or title to property or assets or right to a trust

or deemed trust (statutory, express, implied, resulting, constructive or otherwise), and whether or not any indebtedness, liability or obligation is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, present or future, known or unknown, by guarantee, surety or otherwise, and whether or not any right or claim is executory or anticipatory in nature including, without limitation, any right or ability of any Person 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, and any interest accrued thereon or costs payable in respect thereof (i) is based in whole or in part on facts prior to the Filing Date, (ii) relates to a time period prior to the Filing Date, or (iii) is a right or claim of any kind that would be a claim provable in bankruptcy (within the meaning of section 2 of the BIA) had the Company become bankrupt on the Filing Date.

- (t) **"Classes"** means, collectively, the Secured Creditor Class and the Unsecured Creditor Class, and **"Class"** means either one of them, as context may require.
- (u) **"Company"** means Just Solutions Inc.
- (v) **"Court"** means the Court of Queen's Bench for Saskatchewan in Bankruptcy and Insolvency, presiding over the NOI Proceedings, or any court sitting in appeal therefrom.
- (w) **"Creditor"** means any Person holding a Claim against the Company.
- (x) **"Creditors' Meeting"** means the meeting of the Affected Creditors to be called and held pursuant to section 51(1) of the BIA for the purpose of considering and voting upon this Stalking Horse Proposal, and includes any adjournment of such meeting.
- (y) **"D&O Charge"** means the charge created under the Initial Order securing the D&O Obligations, subject to the limits set out in the Initial Order or in any other Order.
- (z) **"D&O Obligations"** means the indebtedness, liabilities, and obligations of the Directors and Officers of the Company, in their respective capacities as Directors or Officers, as applicable, that are incurred after the commencement of the BIA Proceedings, but excluding any such obligation or liabilities incurred as a result of the applicable Director's or Officer's gross negligence or wilful misconduct.
- (aa) **"DIP Charge"** means the charge created under the Initial Order securing the DIP Facility Obligations, subject to the limits set out in the Initial Order or in any other Order.
- (bb) **"DIP Facility Obligations"** means the indebtedness, liabilities, and obligations of the Company with respect to the debtor-in-possession interim financing facility approved by the Court pursuant to the Initial Order.
- (cc) **"Directors"** means any past or present directors of the Company.

- (dd) **“Effective Time”** means 12:01 a.m. (Saskatoon time) on the Proposal Implementation Date or such other time on such date as the Company, the Proposal Sponsor and the Proposal Trustee agree in writing.
- (ee) **“Encumbrance”** means any mortgage, charge, security interest, pledge, assignment, hypothecation, title retention, finance lease or trust (whether contractual, statutory or otherwise) securing payment or performance of any Claim, or any lien, restriction, option, adverse claim, right of others or other encumbrance of any kind.
- (ff) **“Equity Claim”** has the meaning ascribed to it in the BIA.
- (gg) **“Equity Interest”** has the meaning ascribed to it in the BIA.
- (hh) **“Existing Shareholder”** means any holder of Existing Shares.
- (ii) **“Existing Shares”** includes all Equity Interests in the Company and all common shares, preferred shares and other securities (including stock options, warrants or other rights to acquire securities of any nature of the Company) in the capital of or issued by the Company and, for greater certainty, without restricting the generality of the foregoing, includes all issued and outstanding Class “A”, Class “B”, and Class “C” shares in the Company, whether held by the Proposal Sponsor or any other Person.
- (jj) **“Filing Date”** means April 18, 2022.
- (kk) **“Governmental Authority”** means any federal, provincial, state, local, municipal, regional, territorial, aboriginal, or other government, governmental or public department, branch, ministry, or court, domestic or foreign, including any district, agency, commission, board, arbitration panel or authority and any subdivision of any of them exercising or entitled to exercise any administrative, executive, judicial, ministerial, prerogative, legislative, regulatory, or taxing authority or power of any nature; and any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of them, and any subdivision of any of them.
- (ll) **“Initial Order”** means the Order of the Honourable Justice R.S. Smith in the NOI Proceedings pronounced on April 22, 2022.
- (mm) **“ITA”** means the *Income Tax Act* (Canada), R.S.C. 1985, c. 1 (5th Supp.).
- (nn) **“Letter of Instruction”** means a letter issued by an Affected Secured Creditor to the Company instructing the Company to issue to such Affected Secured Creditor Class “A” Common Shares .
- (oo) **“New Directors”** means the Person or Persons selects to serve as directors of the Company by the Proposal Trustee, in consultation with the Proposal Sponsor, the Company and the Affected Secured Creditors;

- (pp) **"New Shares"** means the shares in the capital of the Company to be issued to the Affected Secured Creditors on a *pro rata* basis and in satisfaction of their Affected Secured Claims pursuant to and in accordance with Section 5.1 and Section 6.1.
- (qq) **"NOI Proceedings"** means these proceedings initiated by the Company on the Filing Date by filing a Notice of Intention to Make a Proposal pursuant to section 50.4 the BIA.
- (rr) **"Obligations"** means any indebtedness, liabilities and obligations, whether present, future, direct, indirect, liquidated or contingent, whether due or accruing due or to become due, owed by the Company to any Person.
- (ss) **"Officers"** means any past and present senior officers of the Company.
- (tt) **"Order"** means an order of a Court in the NOI Proceedings.
- (uu) **"Person"** will be broadly interpreted and includes, without limitation: (i) a natural person, whether acting in his or her own capacity, or in his or her capacity as executor, administrator, estate trustee, trustee or personal or legal representative, and the heirs, executors, administrators, estate trustees, trustees or other personal or legal representatives of a natural person; (ii) a corporation or a company of any kind, a partnership of any kind, a sole proprietorship, a trust, a joint venture, an association, an unincorporated association, an unincorporated syndicate, an unincorporated organization or any other association, organization or entity of any kind; and (iii) a Governmental Authority.
- (vv) **"Proposal Sponsor"** means Forage Subordinated Debt Limited Partnership II.
- (ww) **"Proposal Sponsor Secured Claim"** means the Proven Claim of the Proposal Sponsor, in the amount submitted by the Proposal Sponsor and admitted by the Proposal Trustee, which is a Secured Claim.
- (xx) **"Proposal Sponsor Unsecured Claim"** means the Proven Claim of the Proposal Sponsor, in the amount submitted by the Proposal Sponsor and admitted by the Proposal Trustee, which is an Unsecured Claim.
- (yy) **"Proposal Trustee"** means Alvarez & Marsal Canada Inc., in its capacity as proposal trustee of the Company in the NOI Proceedings.
- (zz) **"Proposal Trustee's Certificate"** is defined in Section 9.3.
- (aaa) **"Proposal Implementation"** means the fulfillment, satisfaction or waiver of the conditions set out in Section 9.1 and the occurrence or effecting of the steps set out in Section 6.3.
- (bbb) **"Proposal Implementation Date"** means the date on which Proposal Implementation occurs.
- (ccc) **"Proven Claim"** means a Claim to the extent that such Claim is finally determined and valued in accordance with the provisions of the BIA or an Order pronounced in the NOI Proceedings.

- (ddd) **"Released Parties"** is defined in Article 7.
- (eee) **"Required Majority"** means, in respect of each Class of Affected Creditors, a majority in number of the Affected Creditors who represent at least two-thirds in value of such Affected Creditors who actually vote on the resolution approving this Stalking Horse Proposal (in person or by proxy) at the Creditors' Meeting.
- (fff) **"Secured Claim"** means a Claim which is secured by an Encumbrance.
- (ggg) **"Secured Creditor"** means a Creditor holding a Secured Claim, to the extent of its Secured Claim.
- (hhh) **"Secured Creditor Class"** means the class comprised of Secured Creditors.
- (iii) **"Share Register"** means the share register created by the Company upon Proposal Implementation to record the Shares issued from time to time by the Company.
- (jjj) **"SISP"** means the sale and investor solicitation process approved by the Court pursuant to the Initial Order.
- (kkk) **"Stalking Horse Proposal"** means this proposal filed by the Company pursuant to the BIA, as it may be further amended, supplemented or restated from time to time in accordance with the terms hereof or any Order or the Court.
- (III) **"Trade Amounts"** means all Obligations of the Company related to trade payables owed to third parties in connection with the Business, whether incurred before, on, or after the Filing Date.
- (mmm) **"Unaffected Claims"** means:
- (i) any Claims contemplated by section 178(1) of the BIA;
 - (ii) any Claims contemplated by section 60(1.1) of the BIA;
 - (iii) the Administration Obligations, but only to the extent that such Obligations are secured pursuant to the Administration Charge;
 - (iv) the Unaffected Proposal Sponsor Claims;
 - (v) all Claims which relate to Trade Amounts;
 - (vi) all Claims of employees of the Company that arise through the employer-employee relationship between such employees and the Company and that do not constitute Equity Claims; and,
 - (vii) all other Claims that the Proposal Sponsor agrees in writing, with the prior written consent of the Proposal Trustee, to treat as an Unaffected Claim at or prior to the Creditors' Meeting.
- (nnn) **"Unaffected Creditor"** means a Creditor that holds an Unaffected Claim.

- (ooo) **"Unaffected Proposal Sponsor Claims"** means all Claims and Encumbrances held by the Proposal Sponsor other than the Affected Proposal Sponsor Claims.
- (ppp) **"Unsecured Claim"** means a Claim which is not secured by an Encumbrance.
- (qqq) **"Unsecured Creditor"** means a Creditor holding an Unsecured Claim, to the extent of its Unsecured Claim.
- (rrr) **"Unsecured Creditor Class"** means the class comprised of Unsecured Creditors.
- (sss) **"Unsecured Creditors' Distribution"** means, with respect to each Affected Unsecured Claim, an amount equal to one one hundredth of a cent (\$0.0001) per dollar of the value of such Affected Unsecured Claim as admitted by the Proposal Trustee.

1.2 Certain Rules of Interpretation

For the purposes of this Stalking Horse Proposal:

- (a) any reference in this Stalking Horse Proposal to a contract, instrument, release, indenture or other agreement or document being in a particular form or on particular terms and conditions means that such document will be substantially in such form or substantially on such terms and conditions;
- (b) any reference in this Stalking Horse Proposal to an Order or an existing document or exhibit filed or to be filed means such document or exhibit as it may have been or may be amended, modified, or supplemented;
- (c) the division of this Stalking Horse Proposal into articles and sections are for convenience of reference only and do not affect the construction or interpretation of this Stalking Horse Proposal, nor are the descriptive headings of articles and sections intended as complete or accurate descriptions of the content thereof;
- (d) the use of words in the singular or plural, or with a particular gender, including a definition, will not limit the scope or exclude the application of any provision of this Stalking Horse Proposal to such Person (or Persons) or circumstances as the context otherwise permits;
- (e) the words **"includes"** and **"including"** and similar terms of inclusion will not, unless expressly modified by the words **"only"** or **"solely"**, be construed as terms of limitation, but rather will mean **"includes but is not limited to"** and **"including but not limited to"**, so that references to included matters will be regarded as illustrative without being either characterizing or exhaustive;
- (f) unless otherwise specified, all references to time herein and in any document issued pursuant hereto mean local time in Saskatoon, Saskatchewan and any reference to an event occurring on a Business Day will mean prior to 5:00 p.m. (Saskatchewan time) on such Business Day;
- (g) unless otherwise specified, time periods within or following which any payment is to be made or act is to be done will be calculated by excluding the day on which

the period commences and including the day on which the period ends and by extending the period to the next succeeding Business Day if the last day of the period is not a Business Day;

- (h) unless otherwise provided, any reference to a statute or other enactment of parliament, a legislature or other Government Authority includes all regulations made thereunder, all amendments to or re-enactments of such statute or regulations in force from time to time, and, if applicable, any statute or regulation that supplements or supersedes such statute or regulation;
- (i) references to a specific Recital, Article or Section of this Stalking Horse Proposal will, unless something in the subject matter or context is inconsistent therewith, be construed as references to that specific Recital, Article or Section of this Stalking Horse Proposal, whereas the terms “**this Stalking Horse Proposal**”, “**hereof**”, “**herein**”, “**hereto**”, “**hereunder**” and similar expressions will be deemed to refer generally to this Stalking Horse Proposal and not to any particular Recital, Article, Section or other portion of this Stalking Horse Proposal and include any documents supplemental hereto; and,
- (j) the word “**or**” is not exclusive.

1.3 Successors and Assigns

This Stalking Horse Proposal will be binding upon and will enure to the benefit of the respective heirs, administrators, executors, legal personal representatives, successors and assigns of any Person named or referred to in this Stalking Horse Proposal.

1.4 Currency

For the purposes of this Stalking Horse Proposal, all amounts will be denominated in Canadian dollars and all payments and distributions to be made in cash will be made in Canadian dollars. Any Claims or other amounts denominated in a foreign currency will be converted to Canadian dollars at the Reuters closing rate on the Filing Date.

1.5 Governing Law

This Stalking Horse Proposal will be governed by and construed in accordance with the laws of Saskatchewan and the federal laws of Canada applicable therein. All questions as to the interpretation of or application of this Stalking Horse Proposal and all proceedings taken in connection with this Stalking Horse Proposal and its provisions will be subject to the jurisdiction of the Court.

1.6 Schedules

The following schedules are attached to, incorporated by reference into and form part of this Stalking Horse Proposal:

- Schedule “A” - Articles of Reorganization
- Schedule “B” - Share Provisions Schedule

ARTICLE 2 - PURPOSE AND EFFECT OF THE STALKING HORSE PROPOSAL

2.1 Purpose

The purpose of this Stalking Horse Proposal is:

- (a) to enable the Company to continue its business as a going concern from and after the Proposal Implementation Date;
- (b) to retract and terminate all Existing Shares for no consideration;
- (c) to amend and restate the Articles to cancel and terminate all classes of Existing Shares, and to create the New Shares and set out the rights of such class of such New Shares;
- (d) to issue the New Shares to the Affected Secured Creditors on a *pro rata* basis and in satisfaction of their Affected Secured Claims;
- (e) to issue the Unsecured Creditors' Distribution to the Affected Unsecured Creditors in satisfaction of their Affected Unsecured Claims; and
- (f) to effect a full, final and irrevocable compromise, release, discharge, cancellation and bar of all Claims other than Unaffected Claims.

This Stalking Horse Proposal is put forward in the expectation that the Persons with an economic interest in the Company, when considered as a whole, will derive a greater benefit from the implementation of this Stalking Horse Proposal and the continuation of the business carried on by the Company as a going concern than would result from a bankruptcy, receivership or liquidation of the Company.

2.2 Persons Affected by this Stalking Horse Proposal

This Stalking Horse Proposal affects:

- (a) the Affected Creditors;
- (b) any Creditor having a Claim that is barred, released and extinguished under Section 4.1; and
- (c) the Existing Shareholders through the retraction, termination and cancellation of the Existing Shares.

2.3 Unaffected Claims

Any Unaffected Claims will be satisfied by the Company in the manner and to the extent contemplated in Section 5.2 and are therefore uncompromised by this Stalking Horse Proposal. Consistent with the foregoing, all liabilities of the Released Parties in respect of Unaffected Claims, other than the liability of the Company to satisfy the Unaffected Claims in the manner and to the extent contemplated in Section 5.2, will be fully, finally, irrevocably and forever

compromised, released, discharged, cancelled and barred pursuant to Section 7.1. Nothing in this Stalking Horse Proposal will affect the Company's rights and defences, both legal and equitable, with respect to any Unaffected Claims, including but not limited to, all rights with respect to legal and equitable defences or entitlements to set-offs or recoupments against such Unaffected Claims.

ARTICLE 3 - CLASSIFICATION, VOTING AND RELATED MATTERS

3.1 Claims Procedure

- (a) The procedure for determining the validity, priority and quantum of all Claims will be governed by this Stalking Horse Proposal, the BIA and any further Order in the NOI Proceedings. A Creditor will, in respect of its own Claim, have the right to seek the assistance of the Court in valuing any Claim in accordance with the BIA; and,
- (b) Nothing in this Stalking Horse Proposal will give or be interpreted to give any rights to any Person in respect of Claims that have been barred or extinguished pursuant to the BIA.

3.2 Class of Creditors entitled to Vote upon this Stalking Horse Proposal

The Affected Creditors will constitute two Classes for the purposes of considering and voting upon this Stalking Horse Proposal, being the Unsecured Creditor Class and the Secured Creditor Class. The Affected Creditors will be entitled to vote their Affected Claims at the Creditors' Meeting in respect of this Stalking Horse Proposal and in accordance with the provisions of the BIA.

3.3 Creditors' Meeting

The Creditors' Meeting will be held in accordance with Division I of Part III of the BIA. The only Persons entitled to attend the Creditors' Meeting are:

- (a) the Proposal Trustee and its legal counsel;
- (b) the Affected Creditors (including the holders of proxies) with Affected Claims and their legal counsel;
- (c) the Proposal Sponsor and its legal counsel;
- (d) the Company and its legal counsel; and,
- (e) any other Person admitted on invitation of the chair of the Creditors' Meeting.

3.4 Approval of this Stalking Horse Proposal by the Affected Creditors

This Proposal is to be voted on by the Classes at the Creditors' Meeting.

For the purpose of voting as a member of the Secured Creditor Class, each Affected Secured Creditor entitled to vote at the Creditors' Meeting will be entitled to one vote for each dollar in value of its Affected Secured Claim (for example, a \$100 Affected Secured Claim will entitle the

holder to 100 votes) for the purposes of determining a majority in value, and each Affected Secured Creditor shall count as one vote for determining a majority in number.

For the purpose of voting as a member of the Unsecured Creditor Class, each Affected Unsecured Creditor entitled to vote at the Creditors' Meeting will be entitled to one vote for each dollar in value of its Affected Unsecured Claim (for example, a \$100 Affected Unsecured Claim will entitle the holder to 100 votes) for the purposes of determining a majority in value, and each Affected Unsecured Creditor shall count as one vote for determining a majority in number.

In order for this Stalking Horse Proposal to be approved by the Affected Creditors, it must receive the affirmative vote of the Required Majority at the Creditors' Meeting.

3.5 Creditors with Unaffected Claims

No Unaffected Creditor in respect of an Unaffected Claim will be entitled to vote on this Stalking Horse Proposal or attend the Creditors' Meeting.

3.6 Existing Shareholders

No Existing Shareholder in respect of its Existing Shares or in respect of any Equity Claim will be entitled to vote on this Stalking Horse Proposal or to attend the Creditors' Meeting.

ARTICLE 4 - RESTRUCTURING OF THE COMPANY

4.1 Release and Extinguishment of Claims

Effective upon Proposal Implementation and subject to the conditions precedent set forth in Section 9.1 being satisfied or waived, each Claim that does not constitute an Unaffected Claim shall be fully, finally, irrevocably and forever released, discharged, cancelled and extinguished and any Person holding such a Claim shall be forever barred, estopped, restrained, and permanently stayed from asserting such a Claim against the Company.

4.2 Corporate Actions

The adoption, execution, delivery, implementation and consummation of all matters contemplated under this Stalking Horse Proposal involving corporate action of the Company will occur and be effective as of Proposal Implementation, and will be authorized and approved under this Stalking Horse Proposal and by the Court, where appropriate, as part of the Approval Order, in all respects and for all purposes without any requirement of further action by the Existing Shareholders or current Directors or Officers of the Company. All necessary approvals to take actions will be deemed to have been obtained from the current Directors or Existing Shareholders, as applicable, including the deemed passing by any class of Existing Shareholders of any resolution or special resolution.

4.3 Redemption and Cancellation of Existing Shares

Effective upon Proposal Implementation, the issued and outstanding Existing Shares will be deemed to be retracted and to be fully, finally and irrevocably cancelled and extinguished without any consideration and any and all Claims of the Existing Shareholders in respect of or arising from the Existing Shares will be fully, finally, irrevocably and forever compromised, released, discharged, cancelled and barred.

4.4 Articles of Reorganization

Effective upon Proposal Implementation in accordance with Section 6.3(b), the Articles will be amended and restated under section 185 of the BCA by articles of reorganization incorporating and implementing the terms of this Stalking Horse Proposal, in the form attached as Schedule "A" hereto, cancelling all classes of Existing Shares and deleting all references thereto from the Articles, and creating the New Shares in the capital of the Company having the attributes and rights set out in Schedule "B" hereto, and all provisions in the Articles relating to the Existing Shares and the rights and privileges of the Existing Shareholders are amended and restated by the terms and provisions set out on Schedule "A" (the articles of reorganization, to which the Approval Order is attached as Exhibit "A" thereto, this Stalking Horse Proposal is attached as Exhibit "B" thereto, and the terms and provisions relating to the Shares set out on Schedule "B" and attached as Exhibit "C" thereto (each such document attached as an Exhibit to such articles of reorganization being incorporated in and forming part thereof) are defined as the "**Articles of Reorganization**").

4.5 Stock Options and Other Securities

For greater certainty, effective on Proposal Implementation:

- (a) all Equity Interests and stock option plans of the Company in existence immediately before the Proposal Implementation Date will be terminated and any Claims of any Person thereunder or arising as a result of such termination will be fully, finally, irrevocably and forever compromised, released, discharged, cancelled and barred; and,
- (b) all other Equity Interests and securities of whatsoever description in the capital of the Company in existence immediately before the Proposal Implementation Date will be terminated and any Claims of any Person thereunder or arising as a result of such termination will be fully, finally, irrevocably and forever compromised, released, discharged, cancelled and barred.

ARTICLE 5- DISTRIBUTIONS

5.1 Issuance of New Shares to Affected Secured Creditors

On the Proposal Implementation Date, in accordance with this Stalking Horse Proposal and subject to the conditions precedent set forth in Section 9.1 being satisfied or waived, each Affected Secured Creditor shall be entitled to receive a distribution of New Shares based on its Affected Pro Rata Share entitlement and which shall, and shall be deemed to, be received in full and final settlement of all Affected Secured Claims.

5.2 Issuance of Unsecured Creditors' Distribution to Affected Unsecured Creditors

On the Proposal Implementation Date, in accordance with this Stalking Horse Proposal and subject to the conditions precedent set forth in Section 9.1 being satisfied or waived, each Affected Unsecured Creditor shall be entitled to receive a distribution of cash in the amount of its respective Unsecured Creditors' Distribution based on the value of its Affected Unsecured Claim and which shall, and shall be deemed to, be received in full and final settlement of all Affected Unsecured Claims. The method and timing of distribution of the Unsecured Creditors' Distribution shall be in accordance with Section 6.2.

5.3 Unaffected Creditors

No Unaffected Creditor will be entitled to receive any distribution, dividend or payment under this Stalking Horse Proposal. At or after Proposal Implementation, all Unaffected Creditors will be paid in full and in accordance with the existing terms and conditions of their contractual arrangements with the Company or on such other terms and conditions as may be agreed to by each of the Company and the Unaffected Creditor in writing. For greater certainty: (i) nothing in this Stalking Horse Proposal will affect the rights that any Unaffected Creditor has or may have with respect to any Unaffected Claims and all such rights shall continue and be unaffected by this Stalking Horse Proposal; and, (ii) all Persons holding Claims which relate to Trade Amounts shall be paid, in full, in the ordinary course of the Company's Business on the existing terms and conditions of their contractual arrangements with the Company, unless such Person(s) and the Company agree otherwise in writing.

5.4 Crown Priority Claims

Within six (6) months after Proposal Implementation, the Company will pay in full to Her Majesty in Right of Canada or any province any amount of a kind that could be subject to a demand under the statutory provision referred to in section 54(2.1) of the BIA that was outstanding on the Filing Date which has not been paid by Proposal Implementation.

5.5 Existing Shareholders

No Existing Shareholder in respect of its Existing Shares will be entitled to receive any consideration or distributions under this Stalking Horse Proposal. All Claims of Existing Shareholders in respect of or arising from their Existing Shares will be fully, finally, irrevocably and forever compromised, released, discharged, cancelled and barred effective on Proposal Implementation.

5.6 Withholding Rights

The Company will be entitled to deduct or withhold from any amount payable to any Person under this Stalking Horse Proposal such amounts as it is required to deduct and withhold with respect to such payment under the ITA. To the extent that amounts are so withheld or deducted, such withheld or deducted amounts will be treated for all purposes under this Stalking Horse Proposal as having been paid to the Person in respect of which such deduction or withholding was made, provided that such amounts are actually remitted to the Governmental Authority to whom the Company is required to remit under the ITA.

ARTICLE 6 - MECHANICS OF IMPLEMENTATION

6.1 Issuance of New Shares

The New Shares will be issued to Affected Secured Creditors as determined by the Company, the Affected Secured Creditors and the Proposal Trustee and the Company shall register the New Shares in the Share Register and in accordance with the Affected Pro Rata Share entitlements.

6.2 Issuance of Unsecured Creditors' Distribution

The Unsecured Creditors' Distribution will be paid to an Affected Unsecured Creditor by the Company within seven (7) days of such Affected Unsecured Creditor presenting its respective

Proven Claim to the Company, provided such presentation occurs on or after the Proposal Implementation Date.

6.3 Implementation Steps

- (a) Upon the Company completing the deliveries contemplated by Section 6.1, and the fulfillment, satisfaction or waiver of the conditions set out in Section 9.1, the following steps and releases to be taken and effected in implementation of this Stalking Horse Proposal will occur, and be deemed to have occurred and be taken and effected, immediately in sequence in the following order, without any further act or formality, on the Proposal Implementation Date beginning at the Effective Time:
 - (i) all Existing Shares will be redeemed, cancelled and extinguished without any consideration in accordance with Section 4.3;
 - (ii) all Claims that are not Unaffected Claims shall be released, barred and extinguished in the manner provided for in Section 4.1;
 - (iii) the Articles of Reorganization will be filed with the director under the BCA, amending and restating the Articles in accordance with Section 4.4;
 - (iv) the New Shares will be deemed to have been issued to the Affected Creditors in accordance with Section 6.1;
 - (v) the Unaffected Creditors' Distribution will become payable in accordance with the terms of Section 6.2;
 - (vi) the releases contained in Section 7.1 will become effective;
 - (vii) the New Directors will be appointed as directors of the Company in accordance with section 185(3)(b) of the BCA; and,
 - (viii) the BIA Charges will be deemed to be fully satisfied, released and discharged.
- (b) Upon the completion of the sequential steps referred to in Section 6.3(a):
 - (i) the Company will deliver the New Shares to the Affected Creditors in accordance with Section 6.1; and,
 - (ii) upon issuance by the director under the BCA of a certificate of amendment in respect of the Articles of Reorganization, the Company will forthwith deliver a copy of such certificate to the Proposal Trustee.

ARTICLE 7 - RELEASES

7.1 Releases

Effective on Proposal Implementation in accordance with Section 6.3(a), each of the Company, the Proposal Sponsor and the Proposal Trustee together with their respective advisors, agents, officers, directors, and assigns (each, a **"Released Party"**) shall be released and discharged from

any and all demands, claims, actions, causes of action, counterclaims, suits, debts, sums of money, accounts, covenants, damages, judgments, orders (including for injunctive relief or specific performance and any compliance orders), expenses, executions, attachments, garnishments, Encumbrances and other recoveries on account of any liability, obligation, demand or cause of action of whatsoever nature which any Creditor or other Person may be entitled to assert, including any Claims, whether known or unknown, matured or unmatured, foreseen or unforeseen, existing or hereafter arising, in each of the foregoing cases based in whole or in part on any act or omission, transaction, duty, responsibility, indebtedness, liability, obligation, dealing or other occurrence existing or taking place on or prior to Proposal Implementation in any way relating to, arising out of or in connection with any Claims, the arrangement, compromise and restructuring contemplated in this Stalking Horse Proposal, the business carried on by the Company, the administration of this Stalking Horse Proposal or the NOI Proceedings, and all Claims arising out of such actions or omissions will be forever waived and released, all to the full extent permitted by Applicable Law, provided that nothing in this Stalking Horse Proposal shall release or discharge:

- (a) the Company from any Unaffected Claims or any obligation to any Person created by this Stalking Horse Proposal; or,
- (b) a Released Party from any criminal or fraudulent misconduct; or,
- (c) solely as it pertains to any Released Party who is a Director or Officer, any Claim that relates to contractual rights of one or more creditors or are based on allegations of misrepresentation made by any Director or Officer to creditors or wrongful or oppressive conduct by such Directors or Officers.

ARTICLE 8 - COURT APPROVAL

8.1 Application for the Approval Order

If the Required Majority approves this Stalking Horse Proposal, the Proposal Trustee will promptly apply for the Approval Order.

8.2 Approval Order

The Order of the Court approving this Stalking Horse Proposal (the “**Approval Order**”) will be made pursuant to the BIA and the BCA and will, among other things:

- (a) be substantially in the form attached as Schedule “C” to this Stalking Horse Proposal, with such revisions as may be agreed to by the Company, the Proposal Sponsor, and the Proposal Trustee, each acting reasonably;
- (b) declare that this Stalking Horse Proposal is fair and reasonable and the Successful Bid (as such term is defined in the SISP);
- (c) declare that as of Proposal Implementation, this Stalking Horse Proposal and all associated steps, transactions, arrangements, assignments, releases and reorganizations effected hereby are approved, binding and effective as herein set out upon the Company, all Affected Creditors, all Unaffected Creditors, the Existing Shareholders and all other Persons and parties affected by this Stalking Horse Proposal;

- (d) declare that the steps to occur, be taken and be effected, and the releases to be effected, on Proposal Implementation are deemed to occur, be taken and effected, and be effective in the sequential order contemplated by Section 6.3(a) on Proposal Implementation, beginning at the Effective Time;
- (e) declare that effective upon the fulfillment, satisfaction or waiver of the conditions in Section 9.1, and in the sequential order contemplated by Section 6.3:
 - (i) all Claims other than Unaffected Claims shall be fully, finally, irrevocably and forever released, discharged, cancelled and extinguished and that any Person holding such a Claim shall be forever barred and estopped from asserting such a Claim against the Company;
 - (ii) all Existing Shares are retracted, redeemed, and fully, finally and irrevocably cancelled and extinguished as of the Effective Date for no consideration and any rights of the Existing Shareholders under, pursuant to or arising from their Existing Shares are extinguished;
 - (iii) the Articles of Reorganization will be filed with the director under the BCA, amending and restating the Articles;
 - (iv) all classes of Existing Shares are deleted, cancelled and extinguished;
 - (v) the New Shares shall be issued to the Affected Creditors free and clear of any Encumbrances or Claims;
 - (vi) the Unsecured Creditors' Distribution shall become payable in accordance with Section 6.2;
 - (vii) the releases referred to in Section 7.1 will become effective in accordance with this Stalking Horse Proposal;
 - (viii) the New Directors will be appointed as Directors of the Company; and,
 - (ix) the BIA Charges are terminated and discharged (effective, in the case of the Administration Charge, on the filing by the Proposal Trustee of the certificate under Section 8.2(j));
- (f) declare that all obligations, agreements or leases to which the Company is a party will be and remain in full force and effect, unamended, as at Proposal Implementation, and no party to any such obligation or agreement will on or following Proposal Implementation accelerate, terminate, refuse to renew, rescind, refuse to perform or otherwise repudiate its obligations thereunder, or enforce or exercise (or purport to enforce or exercise) any right or remedy under or in respect of any such obligation, agreement or lease, by reason:
 - (i) of any event which occurred prior to, and not continuing after, the Effective Date or which is or continues to be suspended or waived under this Stalking Horse Proposal, which would have entitled any other party thereto to enforce those rights or remedies;

- (ii) that the Company has sought or obtained relief or has taken steps as part of this Stalking Horse Proposal or under the BIA or BCA;
 - (iii) of any default or event of default arising as a result of the financial condition or insolvency of the Company;
 - (iv) of the effect upon the Company of the completion of any of the transactions contemplated under this Stalking Horse Proposal; or
 - (v) of any restructurings or reorganizations effected pursuant to this Stalking Horse Proposal;
- (g) declare that all Claims (other than Unaffected Claims) are forever barred and extinguished, the Company is discharged and released from any and all Claims of any nature or kind in accordance with the Proposal, the ability of any Person to proceed against the Company in respect of or relating to any Claims (other than Unaffected Claims) is forever discharged and restrained and all proceedings with respect to, in connection with or relating to such Claims are permanently stayed, subject only to the rights of the Affected Creditors and Unaffected Creditors as provided for in this Stalking Horse Proposal, provided that nothing shall release or discharge (a) the Company from any obligation owed to any Person pursuant to this Stalking Horse Proposal, or (b) a Released Party from any criminal or fraudulent conduct
- (h) stay, suspend and forever extinguish the commencing, taking, applying for or issuing or continuing any and all steps or proceedings, including administrative hearings and orders, declarations or assessments, commenced, taken or proceeded with or that may be commenced, taken or proceeded with against any Released Party in respect of all Claims and any other matter released pursuant to Section 7.1;
- (i) authorize the Proposal Trustee to perform its functions and fulfil its obligations under this Stalking Horse Proposal to facilitate the implementation of this Stalking Horse Proposal;
- (j) declare that upon completion by the Proposal Trustee of its duties in respect of the Company pursuant to the BIA and the Orders, the Proposal Trustee may file with the Court a certificate of Stalking Horse Proposal completion stating that all of its duties in respect of the Company pursuant to the BIA and the Orders have been completed and thereupon, without further Order of the Court, the Proposal Trustee will be discharged from its duties as Proposal Trustee of the Company and the Administration Charge will be terminated and released; and,
- (k) declare that the Company, the Proposal Trustee, the Affected Creditors, or any other interested Person may apply to the Court for advice and direction in respect of any matter arising from or under this Stalking Horse Proposal.

ARTICLE 9 - CONDITIONS TO PROPOSAL IMPLEMENTATION

9.1 Conditions to Proposal Implementation

Proposal Implementation will be conditional upon the fulfillment, satisfaction or waiver (in accordance with Section 9.2) of the following conditions:

- (a) this Stalking Horse Proposal will have been approved by the Required Majority of Affected Creditors;
- (b) the Court will have granted the Approval Order, the operation and effect of which will not have been stayed, reversed or amended, and all applicable appeal periods in respect of the Approval Order will have expired and in the event of an appeal or application for leave to appeal, final determination of such appeal or such application for leave to appeal upholding the Approval Order will have been made by the applicable appellate Court; and,
- (c) all regulatory approvals, consents, waivers, and filings that are required in respect of this Proposal shall have been obtained, approved, or granted;

9.2 Waiver

The Proposal Sponsor may at any time waive in writing the fulfillment or satisfaction, in whole or in part, of any one or more of the conditions set out in Section 9.1.

9.3 Proposal Trustee's Certificate of Proposal Implementation

Upon the delivery of written notice from the Company of the satisfaction, fulfillment or waiver of the conditions set out in Section 9.1, and the completion of the steps, deliveries and filings set out in Section 6.3, the Proposal Trustee will deliver to the Company a certificate stating that Proposal Implementation has occurred and that this Stalking Horse Proposal and the Approval Order are effective in accordance with their respective terms (the "**Proposal Trustee's Certificate**"). Following the Proposal Implementation Date, the Proposal Trustee will file the Proposal Trustee's Certificate with the Court and will deliver copies thereof to the Affected Creditors.

ARTICLE 10 - GENERAL

10.1 Binding Effect

At the Effective Time:

- (a) this Stalking Horse Proposal will become effective;
- (b) the treatment of Affected Creditors and Existing Shareholders under this Stalking Horse Proposal will be final and binding for all purposes and enure to the benefit of the Company, all Affected Creditors, all Released Parties and all other Persons and Parties named or referred to in, or subject to, this Stalking Horse Proposal and their respective heirs, executors, administrators and other legal representatives, successors and assigns;

- (c) each Affected Creditor will be deemed to have consented and agreed to all of the provisions of this Stalking Horse Proposal in its entirety;
- (d) all Claims that are not Affected Claims or Unaffected Claims shall be conclusively barred and extinguished; and,
- (e) each Creditor will be deemed to have executed and delivered to the Company all consents, releases, assignments and waivers, statutory or otherwise, required to implement and carry out this Stalking Horse Proposal in its entirety.

10.2 Waiver of Defaults

From and after the Proposal Implementation Date, all Persons will be deemed to have waived any and all defaults or events of default of the Company then existing or previously committed by the Company, or caused by the Company, any of the provisions in this Stalking Horse Proposal or steps contemplated in this Stalking Horse Proposal, or non-compliance with any covenant, warranty, representation, term, provision, condition or obligation, expressed or implied, in any contract, instrument, credit document, lease, guarantee, agreement for sale or other agreement, written or oral, and any and all amendments or supplements thereto, existing between such Person and the Company and any and all notices of default and demands for payment or any step or proceeding taken or commenced in connection therewith under any such agreement will be deemed to have been rescinded and of no further force or effect, provided that nothing will be deemed to excuse the Company from performing its obligations under this Stalking Horse Proposal or be a waiver of defaults by the Company under this Stalking Horse Proposal and the related documents. This section does not affect the rights of any Person to pursue any recoveries for a Claim that may be obtained from a guarantor (other than the Company) and any security granted by such guarantor.

10.3 Deeming Provisions

In this Stalking Horse Proposal, the deeming provisions are not rebuttable and are conclusive and irrevocable.

10.4 Non-Consummation

If Proposal Implementation does not occur by August 1, 2022 or such later period as agreed to in writing by the Company, the Proposal Sponsor, and the Proposal Trustee, (a) this Stalking Horse Proposal will be null and void in all respects, and (b) nothing contained in this Stalking Horse Proposal, and no acts taken in preparation for consummation of this Stalking Horse Proposal, will (i) constitute or be deemed to constitute a waiver or release of any Claims by or against the Company or any other Person; (ii) prejudice in any manner the rights of the Company or any other Person in any further proceedings involving the Company; or, (iii) constitute an admission of any sort by the Company or any other Person.

10.5 Modification of Stalking Horse Proposal

- (a) The Proposal Sponsor may at any time and from time to time, amend, restate, modify and/or supplement this Stalking Horse Proposal, with the prior consent of the Proposal Trustee and, if the amendment, restatement, modification or supplement is adverse to the financial or economic interests of the Affected Creditors, with the prior consent of the Required Majority of the Affected Creditors,

provided that any such amendment, restatement, modification or supplement must be contained in a written document which is filed with the Court and (i) if made prior to the Creditors' Meeting, communicated to the Affected Creditors in the manner required by the Court (if so required); and (ii) if made following the Creditors' Meeting, approved by the Court on notice to the Affected Creditors.

- (b) Notwithstanding Section 10.5(a), any amendment, restatement, modification or supplement may be made by the Proposal Sponsor and Company with the prior consent of the Proposal Trustee, and pursuant to an Order following the making of the Approval Order, provided that such amendment, restatement, modification or supplement concerns a matter which, in the opinion of the Company, the Proposal Sponsor and the Proposal Trustee is of an administrative nature required to better give effect to Proposal Implementation and the Approval Order or is required in order to cure any errors, omissions or ambiguities and is not adverse to the financial or economic interests of the Affected Creditors.
- (c) Any amended, restated, modified or supplementary proposal or plans of arrangement and reorganization filed with the Court and, if required by this Section, approved by the Court with the prior consent of the Proposal Sponsor, the Proposal Trustee (and, if necessary in accordance with this Section, the Affected Creditors) will, for all purposes, be and be deemed to be a part of and incorporated into this Proposal.

10.6 Severability of Stalking Horse Proposal Provisions

If, prior to the Proposal Implementation Date, any term or provision of this Stalking Horse Proposal is held by the Court to be invalid, void or unenforceable, then, at the request of the Company and subject to the prior consent of the Proposal Sponsor, acting reasonably, the Court will have the power to either (a) sever such term or provision from the balance of this Stalking Horse Proposal and provide the Company, the Proposal Sponsor and the Required Majority of the Affected Creditors (to the extent such severance may adversely affect the Affected Creditors) with the option to proceed with the implementation of the balance of this Stalking Horse Proposal as of and with effect from the Proposal Implementation Date, or (b) alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void or unenforceable, and such term or provision will then be applicable as altered or interpreted, provided that the Proposal Sponsor and the Required Majority of Affected Creditors (to the extent such alteration or interpretation may adversely affect the Affected Creditors) have approved such alteration or interpretation, acting reasonably. Notwithstanding any such holding, alternation or interpretation, and provided that the Company proceeds with the implementation of this Stalking Horse Proposal, the remainder of the terms and provisions of this Stalking Horse Proposal will remain in full force and effect and will in no way be affected, impaired or invalidated by such holding, alteration or interpretation.

10.7 Responsibilities of the Proposal Trustee

Alvarez & Marsal Canada Inc. is acting solely in its capacity as Proposal Trustee in the NOI Proceedings and this Stalking Horse Proposal with respect to the Company and not in its personal or corporate capacity and is not and will not be responsible or liable for any Claims against or Obligations of the Company. For greater certainty, the Affected Creditors may appoint one or more inspectors of the estate of the Company in accordance with section 56 of the BIA.

10.8 Notices

Any notice of other communication to be delivered hereunder must be in writing and refer to this Stalking Horse Proposal and may, subject as hereinafter provided, be made or given by personal delivery, registered mail, email or by facsimile addressed to the recipient(s) as follows:

(a) If to the Company:

Just Solutions Inc.
33 - 310 Main St. N.
Moose Jaw, Saskatchewan S6H 3K1

Attention: Justin Simpkins, Chief Operating Officer
Tel. No.: (306) 691-2662
E-mail: justin.simpkins@justsolutionsag.ca

with a copy (which shall not constitute notice) to:

McCarthy Tétrault LLP
4000, 421 – 7th Avenue S.W.
Calgary, AB T2P 4K9

Attention: Walker W. MacLeod / Nathan Stewart / Erinn Wilson
Tel. No.: (403) 260-3710 / (403) 260-3534 / (403) 260-3682

E-mail: wmacleod@mccarthy.ca / nstewart@mccarthy.ca /
erinnwilson@mccarthy.ca

(b) If to the Proposal Trustee:

Alvarez and Marsal Canada Inc.
#1110, 250 6th Ave SW
Calgary, AB T2P 3H7

Attention: Orest Konowalchuk / Cassie Riglin / Bryan Krol
Tel. No.: (403) 538-4736 / (403) 538-7519 / (403) 538-7523

E-mail: okonowalchuk@alvarezandmarsal.com /
criglin@alvarezandmarsal.com / bkrol@alvarezandmarsal.com

with a copy (which shall not constitute notice) to:

MLT Aikins LLP
Suite 1201 - 409 3rd Avenue S
Saskatoon, SK S7K 5R5

Attention: Jeff Lee, Q.C.
Tel. No.: (306) 975-7136

E-mail: jmlee@mltaikins.com

(c) If to the Proposal Sponsor:

Forage Subordinated Debt Limited Partnership II
#502, 400 Crowfoot Cres. N.W.
Calgary, AB T3G 5H6

Attention: Jim Taylor
Tel. No.: (403) 215-5490

E-mail: jtaylor@foragecapitalpartners.com

with a copy (which shall not constitute notice) to:

Tingle Merrett LLP
Suite 1250, 639 - 5th Avenue S.W.
Calgary, AB T2P 0M9

Attention: Cathy Merrett
Tel. No.: (403) 571-8010

E-mail: cmerrett@tinglemerrett.com

or to such other address as any such party may from time to time notify the others in accordance with this Section. Any such communication so given or made will be deemed to have been given or made and to have been received on the day of delivery if delivered, or on the day of faxing, email or sending by other means of recorded electronic communication, provided that such day in either event is a Business Day and the communication is so delivered, faxed, emailed or sent before 5:00 p.m. (Saskatchewan time) on such day. Otherwise, such communication will be deemed to have been given and made and to have been received on the next following Business Day.

10.9 Paramountcy

From and after the Effective Time on the Proposal Implementation Date, any conflict between this Stalking Horse Proposal and the covenants, warranties, representations, terms, conditions, provisions or obligations, express or implied, of any contract, mortgage, security agreement, indenture, note, loan agreement, commitment letter, agreement for sale, lease or other agreement, written or oral, and any and all amendments or supplements thereto existing between any Person and the Company as at the Proposal Implementation Date, will be deemed to be governed by the terms, conditions and provisions of this Stalking Horse Proposal and the Approval Order, which will take precedence and priority.

10.10 Further Assurances

Each of the Persons named or referred to in, or subject to, this Stalking Horse Proposal will execute and deliver all such documents and instruments and do all such acts and things as may be necessary or desirable to carry out the full intent and meaning of this Stalking Horse Proposal and to give effect to the transactions contemplated herein.

DATED as of the 31st day of May, 2022.

SCHEDULE "A"
ARTICLES OF REORGANIZATION



Articles of Reorganization
The Business Corporations Act
(Section 185)

Form 14

- | | | |
|----|--|--------------------------|
| 1. | Name of Corporation:
Just Solutions Inc. | Entity No.:
101306575 |
|----|--|--------------------------|
2. In accordance with the order for reorganization, attached as Exhibit "A" hereto, and the Proposal, attached as Exhibit "B" hereto, the articles of amalgamation of the Corporation are amended as follows:
- (a) By deleting the Schedule of Authorized Share Capital, Schedule of Restrictions on Share Transfers, and Schedule of Other Provisions, each attached as a schedule thereto, and replacing the aforementioned schedules with the Share Provisions Schedule, attached as Exhibit "C" hereto;
 - (b) By replacing paragraph 2 thereof with "See the Share Provisions Schedule, attached hereto, which is incorporated in this form.", and thereby amending the authorized share capital as follows:
 - (i) by deleting from the authorized share capital the Class "A" Shares, the Class "B" Shares, the Class "C" Shares, the Class "D" Shares, the Class "E" Shares, the Class "F" Shares, and the Class "G" Shares; and,
 - (ii) by creating and authorizing 1 class of shares in the capital stock of the Corporation, namely Class "A" shares with the rights, privileges, restrictions, prohibitions and conditions as more particularly set forth in the Share Provisions Schedule, attached as Exhibit "C" hereto.
 - (c) By replacing paragraph 3 with the following:

No securities of the Corporation, other than non-convertible debt securities, shall be transferred to any person without approval of the board of directors.
 - (d) By restating paragraph 4 as follows:

Not less than 1 nor more than 10 directors, as determined by the directors from time to time.
 - (e) By restating paragraph 5 as follows:

Nil.
 - (f) By replacing paragraph 6 with the following:

Subject to *The Business Corporations Act* (Saskatchewan) the board of directors may, between annual general meetings of the shareholders, appoint one or more additional directors of the Corporation to serve until the next annual meeting of

shareholders, provided that the total number of directors so appointed may not exceed one-third of the number of directors elected at the previous annual meeting of the shareholders of the Corporation.

3. Name and contact information for the individual submitting these articles of reorganization:

4. The contents of these articles of reorganization are true and the individual submitting these articles of reorganization has authority to file these articles of reorganization with the Director of Corporations.

JUST SOLUTIONS INC.

Per: _____

Name:

Title:

Dated: _____

**Exhibit “A” to the Articles of Reorganization
Order for Reorganization**

[See attached]

**Exhibit “B” to the Articles of Reorganization
Proposal**

[See attached]

**Exhibit “C” to the Articles of Reorganization
Share Provisions Schedule**

[See attached]

SCHEDULE "B"
SHARE PROVISIONS SCHEDULE
TO THIS STALKING HORSE PROPOSAL

The classes and any maximum number of shares that Just Solutions Inc. (the "**Corporation**") is authorized to issue:

an unlimited number of Class A Common Shares;

all without nominal or par value and subject to the rights, privileges, restrictions and conditions as set out below.

1. CLASS A COMMON SHARES

The Class A Common Shares shall confer on the holders thereof and shall be subject to the following rights, restrictions, privileges and conditions:

(a) Voting:

The holders of the Class A Common Shares shall be entitled to one (1) vote in respect of each such Class A Common Share held at all meetings of the shareholders of the Corporation.

(b) Dividends and Distributions:

The Class A Common Shares shall rank equally with respect to the declaration and payment of all dividends and distributions of any kind (including any returns of capital). The Class A Common Shares shall, in each year, in the absolute discretion of the directors, be entitled, out of any or all profits or surplus available for dividends, to non-cumulative dividends at a rate to be determined by the directors.

(c) Liquidation:

In the event of the liquidation, dissolution or winding-up of the Corporation or other distribution of assets of the Corporation among its shareholders for the purpose of winding-up its affairs or upon a reduction of capital, the holders of the Class A Common Shares will be entitled to participate equally, share for share, in the distribution of the assets of the Corporation.

2. RIGHT OF PARTICIPATION

(a) Right of Participation:

Each holder of Class A Common Shares (each such holder being a "**Holder**" and all of such holders being collectively the "**Holders**", and such shares held by a Holder being the "**Shares**") shall be entitled to participate in any proposed issuance of securities by the Corporation from treasury, which participation right shall be offered *pro rata* to each Holder (based upon the proportion of such Holder's Shares to the Shares of all Holders) in accordance with the number of Class A Common Shares held by such Holder, regardless of the classes of securities. The Corporation shall offer the securities (the "**Offered Securities**") as provided for herein by notice in writing to each Holder, which notice shall include: the terms of the offer; the time, which shall not be less than fifteen (15) business days, for acceptance; and current financial information on the Corporation. The right of participation set forth in this Section 2 shall not apply to the granting

of options and/or the issuance of securities pursuant to any permitted stock option or share purchase plan.

(b) Expiration of Time:

After expiration of the acceptance period detailed in Section 2(a) hereof, the Corporation may, for a period of ninety (90) days thereafter allot and issue such Offered Securities which are not purchased by a Holder pursuant to Section 2(a) hereof to the persons and in the manner determined to be most beneficial to the Corporation, but any such allotment and issuance shall not be at a price less than, or on terms more favourable than the offer to the Holders. In the event the Corporation has not sold the Offered Securities within such ninety (90) day period, the Corporation shall not thereafter issue or sell the Offered Securities without first again complying with the provisions of Section 2(a) hereof.

(c) Payment for Offered Shares:

The payment for Offered Securities by a Holder shall be by certified cheque, bank draft or wire transfer against delivery of the certificate representing the Offered Securities at the head office of the Corporation.

3. RESTRICTIONS ON TRANSFER

No securities of the Corporation, other than non-convertible debt securities, shall be transferred to any person without the approval of the board of directors.

SCHEDULE "C"
FORM OF SANCTION ORDER

[See attached]

COURT NUMBER
BANKRUPTCY

ESTATE NUMBER

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

JUDICIAL CENTRE SASKATOON

**IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL UNDER
SECTION 50.4(1) OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, c. B-3, AS
AMENDED, OF JUST SOLUTIONS INC.**

**ORDER
(Approval and Implementation of Proposal;
Retraction and Cancellation of Existing Shares)**

Before the Honourable • in chambers the • day of •, 2022.

On the application of Jeffrey M. Lee, Q.C., counsel on behalf of the Applicant, Alvarez & Marsal Canada Inc., in its capacity as the proposal trustee (the “**Proposal Trustee**”) of Just Solutions Inc. (the “**Company**”), and upon hearing from counsel for the Proposal Trustee, counsel for the Company, counsel for Forage Subordinated Debt Limited Partnership II, and from the Proposal Trustee, and upon reading the Notice of Application on behalf of the Proposal Trustee dated •, 2022 (the “**Application**”), the • Report of the Proposal Trustee dated •, 2022 (the “**Report**”), and the draft Order, all filed, and the pleadings and proceedings herein:

The Court orders:

Interpretation

1. Terms which are capitalized but which are not defined herein shall bear the respective meanings ascribed to them in the Proposal by the Company dated •, 2022 and filed on •, 2022 (the “**Proposal**”) pursuant to Division I of Part III of the BIA and approved by the creditors of the Company at a meeting held on • in Saskatoon, Saskatchewan, which Proposal is appended to the Report.
2. Except where expressly indicated herein to the contrary, all references to “sections” herein shall refer to the corresponding sections of the Proposal.

Service

3. Service of the Application and all materials in support thereof is deemed to be good, timely and sufficient and is validated on all Persons affected by the Proposal, including, without limitation, all Affected Creditors, all Unaffected Creditors, and all Existing Shareholders.

Approval of Proposal

4. The Company has complied in all material respects with the provisions of the BIA and all previous Order issued in these proceedings.
5. The Proposal is fair and reasonable and has been approved by the Required Majority of Affected Creditors in accordance with the requirements of the BIA. The Proposal is the Successful Bid (as such term is defined in the SISP).
6. The Proposal shall be and is hereby approved pursuant to section 60(5) of the BIA and section 185 of the BCA.

Implementation of Proposal

7. As of the Proposal Implementation Date, the Proposal and all associated steps, transactions, arrangements, assignments, releases and reorganizations effected thereby shall be approved, binding and effective as set out herein upon the Company, all Affected Creditors, all Unaffected Creditors, all Existing Shareholders and all other Persons affected by the Proposal.
8. The steps to occur, to be taken and to be effected, and the releases to be effected, on the Proposal Implementation Date, are deemed to occur, to be taken and to be effected, and to be effective in the sequential order contemplated by section • on Proposal Implementation, beginning at the Effective Time.
9. Effective upon the fulfillment, satisfaction or waiver of the conditions in section •, and in the sequential order contemplated by section •:
 - (a) all Claims other than Unaffected Claims shall be fully, finally, irrevocably and forever released, discharged, cancelled and extinguished, and any Person holding such a Claim shall be forever barred and estopped from asserting such a Claim against the Company;

- (b) all Existing Shares shall be deemed to be retracted, redeemed, and fully, finally and irrevocably cancelled and extinguished;
- (c) the Articles of Reorganization will be filed with the director under the BCA, amending and restating the Articles;
- (d) all classes of Existing Shares shall be deleted, cancelled and extinguished;
- (e) the New Shares shall be issued to the Affected Secured Creditors in accordance with the Affected Pro Rata Share entitlements;
- (f) the Unsecured Creditors' Distribution shall become payable in accordance with section • of the Proposal;
- (g) the releases referred to in section • of the Proposal shall become effective in accordance with the Proposal;
- (h) the New Directors will be appointed as directors of the Company; and,
- (i) the BIA Charges shall be terminated and discharged (effective, in the case of the Administration Charge, on the filing by the Proposal Trustee of the certificate referred to in paragraph 16 of this Order).

Continuation of Obligations and Agreements

10. All obligations, agreements or leases to which the Company is a party are declared to be and remain in full force and effect, unamended, as at the Proposal Implementation Date, and no Person who is party to such obligation, agreement or lease will or be permitted to, on or following Proposal Implementation, accelerate, terminate, refuse to renew, rescind, refuse to perform or otherwise repudiate its obligations thereunder, or enforce or exercise (or purport to enforce or exercise) any right or remedy under or in respect of any such obligation, agreement or lease, by reason:
- (a) of any event which occurred prior to, and not continuing after, the Effective Time or which is or continues to be suspended or waived under the Proposal, which would have entitled any other party thereto to enforce those rights or remedies;

- (b) that the Company sought or obtained relief or has taken steps as part of the Proposal under the BIA or BCA;
- (c) of any default or event of default arising as a result of the financial condition or insolvency of the Company;
- (d) of the effect upon the Company of the completion of any of the steps or transactions contemplated by the Proposal; or,
- (e) of any reorganizations or restructurings effected pursuant to the Proposal.

Barring of Claims

- 11. Without limiting anything in the Proposal or the BIA, all Claims (other than Unaffected Claims) are forever barred and extinguished, the Company is discharged and released from any and all Claims of any nature or kind in accordance with the Proposal, the ability of any Person to proceed against the Company in respect of or relating to any Claims (other than Unaffected Claims) is forever discharged and restrained and all proceedings with respect to, in connection with or relating to such Claims are permanently stayed, subject only to the rights of the Affected Creditors and Unaffected Creditors as provided for in the Proposal, provided that nothing shall release or discharge: (a) the Company from any obligation owed to any Person pursuant to the Proposal, or (b) a Released Party from any criminal or fraudulent conduct.
- 12. The right to commence, take, apply for, issue or continue any and all steps and proceedings, including administrative hearings and orders, declarations or assessments commenced, taken or proceeded with or that may be commenced, taken or proceeded with against the Company in respect of all Claims released by paragraph 11 hereof and the Proposal and any other matter pursuant to section • of the Proposal is hereby stayed, suspended and forever extinguished.

Released Parties

- 13. Effective on the Proposal Implementation, each Released Party shall be released and discharged from any and all demands, claims, actions, causes of action, counterclaims, suits, debts, sums of money, accounts, covenants, damages, judgments, orders (including for injunctive relief or specific performance and any compliance orders), costs, expenses,

executions, attachments, garnishments, Encumbrances and other recoveries on account of any liability, obligation, demand or cause of action of whatsoever nature which any Creditor or other Person may be entitled to assert, including any Claims, whether known or unknown, matured or unmatured, foreseen or unforeseen, existing or hereafter arising, in each of the foregoing cases based in whole or in part on any act or omission, transaction, duty, responsibility, indebtedness, liability, obligation, dealing or other occurrence existing or taking place on or prior to Proposal Implementation in any way relating to, arising out of or in connection with any Claims, the arrangement, compromise and restructuring contemplated in this Stalking Horse Proposal, the business carried on by the Company, the administration of this Stalking Horse Proposal or the NOI Proceedings, and all Claims arising out of such actions or omissions will be forever waived and released, all to the full extent permitted by Applicable Law, provided that nothing in this Stalking Horse Proposal shall release or discharge:

- (a) the Company from any Unaffected Claims or any obligation to any Person created by this Stalking Horse Proposal; or,
- (b) a Released Party from any criminal or fraudulent misconduct; or
- (c) solely as it pertains to any Released Party who is a Director or Officer, any Claim that relates to contractual rights of one or more creditors or is based on allegations of misrepresentation made by any Director or Officer to creditors or wrongful or oppressive conduct by such Directors or Officers.

No Fraudulent Preference or Conveyance

14. Notwithstanding:

- (a) the pendency of these proceedings;
- (b) any proceedings in respect of the Company under the BIA, the *Companies' Creditors Arrangement Act* (Canada) or any analogous law; or,
- (c) the provisions of any federal or provincial statute,

none of the transactions contemplated by the Proposal shall be void or voidable at the instance of creditors, nor shall such transactions constitute, nor shall they be deemed to

constitute, transfers at undervalue, fraudulent preferences, assignments, fraudulent conveyances or other reviewable transactions under the BIA or any other applicable federal or provincial law or conduct meriting an oppression remedy, and all of the transactions occurring under the Proposal shall be binding on any subsequently appointed trustee in bankruptcy of the Company.

Proposal Trustee

15. The Proposal Trustee shall be and is hereby authorized to perform its functions and fulfil its obligations under the Proposal to facilitate the implementation of the Proposal.
16. Upon completion by the Proposal Trustee of its duties in respect of the Company pursuant to the BIA and the Orders pronounced in these proceedings, the Proposal Trustee may file with the Court a certificate of Proposal completion, pursuant to section ●, stating that all of its duties in respect of the Company pursuant to the BIA and the Orders pronounced in these proceedings have been completed and, upon the filing of such certificate, without further Order of the Court, the Proposal Trustee shall be discharged from its duties as Proposal Trustee of the Company and the Administration Charge shall be terminated and released.

Advice and Directions

17. The Company, the Proposal Trustee, the Proposal Sponsor or any other interested person may apply to this Court for advice and directions in respect of any matter arising from or under the Proposal.

Service

18. Service of this Order shall be good, timely, sufficient and validated on all Persons affected by the Proposal including, without limitation, all of the Affected Creditors, all of the Unaffected Creditors, and all Existing Shareholders, by performance of each of the following:
 - (a) delivery of this Order to all Persons appearing at the Application by email, courier, registered mail or personal delivery;

- (b) posting of this Order on the website established by the Proposal Trustee for these proceedings; and,
- (c) issuance of a press release by the Company advising of the issuance of this Order.

ISSUED AT •, Saskatchewan, this • day of •, 2022.



(Deputy) Local Registrar

CONTACT INFORMATION AND ADDRESS FOR SERVICE

Name of firm:	McCarthy Tétrault LLP
Name of lawyer in charge of file:	Walker W. MacLeod
Address of legal firms:	c/o Suite 300B-B, 99 Diefenbaker Drive Moose Jaw, Saskatchewan S6J 0C2
Telephone number:	403-260-3701
Fax number (<i>if any</i>):	403-260-3501
E-mail address (<i>if any</i>):	wmacleod@mccarthy.ca

APPENDIX “C”

In the Matter of the Proposal of Just Solutions Inc.		Appendix C
Estimated Realization in a Bankruptcy Scenario		
\$CAD		
Estimated Receipts		
Cash in Bank (Note 1)	\$	365,000
Estimated Accounts Receivable		-
Estimated Interest Income		-
Estimated Receipts from Sale of Assets		-
Total Estimated Receipts	\$	365,000
Estimated Disbursements		
Bankruptcy Administration Costs (Note 2)	\$	30,000
Estimated Outstanding NOI Professional Fees		60,000
Potential Claims of Employees (Note 3)		16,000
Total Estimated Disbursements	\$	106,000
Distribution to NOI DIP Provider	\$	225,000
Available for Distribution	\$	34,000
Estimated Distribution to Creditors (s.136 of the BIA)		
Secured Creditors (Note 4)	\$	2,911,000
Preferred Creditors		-
Unsecured Creditors		-
Estimated % Dividend to Unsecured Creditors		0%
Notes		
1		Cash balance held in the bank as at June 3, 2022 including the advance on the DIP facility provided during the NOI.
2		Costs with respect to a retainer for professional fees for the trustee and its counsel.
3		Potential super priority claim for outstanding wages owed to employees through the Wage Earner Protection Program (WEPP)
4		Forage Subordinated Debt Limited Partnership II is owed approximately \$2.9 million and has first charge security over the Company's assets and will be paid in priority over unsecured creditors.

District of: Saskatchewan
Division No. 02 - Saskatoon
Court No. BKY 123-2022
Estate No. 22-2822781

FORM 31
Proof of Claim
(Sections 50.1, 81.5, 81.6, Subsections 65.2(4), 81.2(1), 81.3(8), 81.4(8), 102(2), 124(2), 128(1),
and Paragraphs 51(1)(e) and 66.14(b) of the Act)

In the Matter of the Notice of Intention to Make a Proposal of
Just Solutions Inc.
in the city Saskatoon, in the province of Saskatchewan

All notices or correspondence regarding this claim must be forwarded to the following address:

In the matter of the proposal of Just Solutions Inc. of the city of Moose Jaw in the Province of Saskatchewan and the claim of
_____, creditor.

I, _____ (name of creditor or representative of the creditor), of the city of _____ in the
province of _____, do hereby certify:

1. That I am a creditor of the above named debtor (or I am _____ (position/title) of _____,
creditor).

2. That I have knowledge of all the circumstances connected with the claim referred to below.

3. That the debtor was, at the date of proposal, namely the 18th day of April 2022, and still is, indebted to the creditor in the sum of
\$ _____, as specified in the statement of account (or affidavit) attached and marked Schedule "A", after deducting any
counterclaims to which the debtor is entitled. (The attached statement of account or affidavit must specify the vouchers or other evidence in
support of the claim.)

4. (Check and complete appropriate category.)

☐ A. UNSECURED CLAIM OF \$ _____

(other than as a customer contemplated by Section 262 of the Act)

That in respect of this debt, I do not hold any assets of the debtor as security and
(Check appropriate description.)

☐ Regarding the amount of \$ _____, I claim a right to a priority under section 136 of the Act.

☐ Regarding the amount of \$ _____, I do not claim a right to a priority.
(Set out on an attached sheet details to support priority claim.)

☐ B. CLAIM OF LESSOR FOR DISCLAIMER OF A LEASE \$ _____

That I hereby make a claim under subsection 65.2(4) of the Act, particulars of which are as follows:
(Give full particulars of the claim, including the calculations upon which the claim is based.)

☐ C. SECURED CLAIM OF \$ _____

That in respect of this debt, I hold assets of the debtor valued at \$ _____ as security, particulars of which are as follows:
(Give full particulars of the security, including the date on which the security was given and the value at which you assess the security,
and attach a copy of the security documents.)

☐ D. CLAIM BY FARMER, FISHERMAN OR AQUACULTURIST OF \$ _____

That I hereby make a claim under subsection 81.2(1) of the Act for the unpaid amount of \$ _____
(Attach a copy of sales agreement and delivery receipts.)

District of
Division No.
Court No.
Estate No.

Saskatchewan
02 - Saskatoon
BKY 123-2022
22-2822781

FORM 31 --- Concluded

In the Matter of the Notice of Intention to Make a Proposal of
Just Solutions Inc.
in the city Saskatoon, in the province of Saskatchewan

- ☐ E. CLAIM BY WAGE EARNER OF \$ _____
- ☐ That I hereby make a claim under subsection 81.3(8) of the Act in the amount of \$ _____,
- ☐ That I hereby make a claim under subsection 81.4(8) of the Act in the amount of \$ _____,
- ☐ F. CLAIM BY EMPLOYEE FOR UNPAID AMOUNT REGARDING PENSION PLAN OF \$ _____
- ☐ That I hereby make a claim under subsection 81.5 of the Act in the amount of \$ _____,
- ☐ That I hereby make a claim under subsection 81.6 of the Act in the amount of \$ _____,
- ☐ G. CLAIM AGAINST DIRECTOR \$ _____

(To be completed when a proposal provides for the compromise of claims against directors.)

That I hereby make a claim under subsection 50(13) of the Act, particulars of which are as follows:
(Give full particulars of the claim, including the calculations upon which the claim is based.)

- ☐ H. CLAIM OF A CUSTOMER OF A BANKRUPT SECURITIES FIRM \$ _____

That I hereby make a claim as a customer for net equity as contemplated by section 262 of the Act, particulars of which are as follows:
(Give full particulars of the claim, including the calculations upon which the claim is based.)

5. That, to the best of my knowledge, I _____ (am/am not) (or the above-named creditor _____ (is/is not)) related to the debtor within the meaning of section 4 of the Act, and _____ (have/has/have not/has not) dealt with the debtor in a non-arm's-length manner.

6. That the following are the payments that I have received from, and the credits that I have allowed to, and the transfers at undervalue within the meaning of subsection 2(1) of the Act that I have been privy to or a party to with the debtor within the three months (or, if the creditor and the debtor are related within the meaning of section 4 of the Act or were not dealing with each other at arm's length, within the 12 months) immediately before the date of the initial bankruptcy event within the meaning of Section 2 of the Act: (Provide details of payments, credits and transfers at undervalue.)

7. (Applicable only in the case of the bankruptcy of an individual.)

- ☐ Whenever the trustee reviews the financial situation of a bankrupt to redetermine whether or not the bankrupt is required to make payments under section 68 of the Act, I request to be informed, pursuant to paragraph 68(4) of the Act, of the new fixed amount or of the fact that there is no longer surplus income.
- ☐ I request that a copy of the report filed by the trustee regarding the bankrupt's application for discharge pursuant to subsection 170(1) of the Act be sent to the above address.

Dated at _____, this _____ day of _____, _____.

Witness

Creditor

Phone Number: _____
Fax Number : _____
E-mail Address : _____

NOTE: If an affidavit is attached, it must have been made before a person qualified to take affidavits.

WARNINGS: A trustee may, pursuant to subsection 128(3) of the Act, redeem a security on payment to the secured creditor of the debt or the value of the security as assessed, in a proof of security, by the secured creditor.

Subsection 20(1) of the Act provides severe penalties for making any false claim, proof, declaration or statement of account.

District of: Saskatchewan
Division No. 02 - Saskatoon
Court No. BKY 123-2022
Estate No. 22-2822781

FORM 36

Proxy

(Subsection 102(2) and paragraphs 51(1)(e) and 66.15(3)(b) of the Act)

In the Matter of the Notice of Intention to Make a Proposal of
Just Solutions Inc.
in the city Saskatoon, in the province of Saskatchewan

I, _____, of _____, a creditor in the above matter, hereby
appoint _____, of _____, to be my
proxyholder in the above matter, except as to the receipt of dividends, _____ (with or without) power to
appoint another proxyholder in his or her place.

Dated at _____, this _____ day of _____, _____.

Witness

Individual Creditor

Witness

Name of Corporate Creditor

Per _____
Name and Title of Signing Officer

Return To:

Alvarez & Marsal Canada Inc. - Licensed Insolvency Trustee
Per:

Orest Konowalchuk - Licensed Insolvency Trustee
Bow Valley Square 4
Suite 1110, 250 6th Ave SW
Calgary AB T2P 3H7
Fax: (403) 538-7551
E-mail: mgrose@alvarezandmarsal.com

District of: Saskatchewan
Division No. 02 - Saskatoon
Court No. BKY 123-2022
Estate No. 22-2822781

FORM 37

Voting Letter
(Paragraph 51(1)(f) of the Act)

In the Matter of the Notice of Intention to Make a Proposal of
Just Solutions Inc.
in the city Saskatoon, in the province of Saskatchewan

I, _____, creditor (or I, _____, representative
of _____, creditor), of _____, a creditor in the above matter
for the sum of \$ _____, hereby request the trustee acting with respect to the proposal of Just
Solutions Inc., to record my vote _____ (for or against) the acceptance of the proposal as made on
the 31st day of May 2022.

Dated at _____, this _____ day of _____.

Witness

Individual Creditor

Witness

Name of Corporate Creditor

Per _____
Name and Title of Signing Officer

Return To:
Alvarez & Marsal Canada Inc. - Licensed Insolvency Trustee
Per:

Orest Konowalchuk - Licensed Insolvency Trustee
Bow Valley Square 4
Suite 1110, 250 6th Ave SW
Calgary AB T2P 3H7
Fax: (403) 538-7551
E-mail: mgrose@alvarezandmarsal.com



CHECKLIST FOR PROOF OF CLAIM

This checklist is provided to assist you in preparing the proof of claim form and, if appropriate, the proxy form in a complete and accurate manner.

General

- The **signature of a witness** is required.
- The document **must be signed** by the individual completing the declaration.
- **Provide the complete address** where all notices or correspondence are to be forwarded along with your phone number, fax number and email address where appropriate.

Notes:

- It is permissible to file a proof of claim by fax.
- A creditor may vote either in person or by proxy at any meeting of creditors if the proof of claim is filed with the Trustee prior to the time appointed for the meeting.
- A quorum at any meeting of creditors is at least one creditor with a valid proof of claim in attendance in person or by proxy.
- A corporation may vote by an authorized agent or mandatory at meetings of creditors.
- In order for a duly authorized person to have a right to vote, they must be a creditor or be the holder of a properly executed proxy. The name of the creditor must appear in the proxy.
- A creditor who is participating in any distribution from an estate must have filed a proof of claim prior to the distribution being declared.
- In the case of an individual bankrupt, by checking the appropriate boxes at the bottom of the proof of claim form, you may request that the Trustee advise you of any material change in the financial situation of the bankrupt or the amount of the bankrupt is required to pay into the bankruptcy, and a copy of the Trustee's report on the discharge of the bankrupt.

Paragraph (1)

- Creditor must state full and complete legal name of the individual, company or firm.
- If the individual completing the proof of claim is a representative of the creditor, the individual's position or title must be identified.

Paragraph (3)

- The amount owing must be set out in paragraph 3.
- A **detailed statement of account** must be attached to the proof of claim and marked "Schedule A" and must show the date, number and amount of all the invoices, charges, credits or payments. The amount on the statement of account must correspond to the amount indicated on the proof of claim.

Paragraph (4)

Notes:

- **Paragraph A** applies to the ordinary unsecured claims. In addition to recording the amount of the claim, please indicate whether the claim has a priority pursuant to section 136 of the Act.
- **Paragraph B** applies to lessor claims in a commercial proposal. Please ensure that the claim applies to a commercial proposal and, if so, include the full particulars of the claim.
- **Paragraph C** applies to secured claims. Please indicate the dollar value of the security and attach copies of the security documents. In addition, please attach copies of the security registration, where appropriate.
- **Paragraph D** applies to inventory claims of farmers, fisherman and aquaculturists. Please note that such claims apply only to inventory supplied from farmers, fishermen and aquaculturists within 15 (fifteen) days of the date of bankruptcy. In addition, please attach copies of any applicable sales agreement and delivery slips.
- **Paragraph E** applies to claims by wage earners. Please note that such claims apply only for unpaid wages owed upon bankruptcy of an employer or when the employer becomes subject to a receivership.
- **Paragraph F** applies to claims by employees for unpaid amounts regarding pension plans. Please note that such claims apply only to unremitted pension contributions outstanding when the sponsoring employer becomes bankrupt or is subject to a receivership.
- **Paragraph G** applies to claims against directors. Please note that such claims apply only to directors of corporations that have filed a commercial proposal to creditors that includes a compromise of statutory claims against directors.
- **Paragraph H** applies to claims of customers of a bankrupt securities firm. Please ensure that the claim of the customer is for net equity and, if so, include the full particulars of the claim, including the calculations upon which the claim is based.
- In order to prepare its claim, the creditor should refer to the Bankruptcy and Insolvency Act, copy of which is accessible at <http://laws.justice.gc.ca/eng/StatutesByTitle>.

Paragraph (5)

- All claimants must indicate whether or not they are related to the debtor, as defined in section 4 of the Act, or dealt with the debtor in a non-arm's length manner.

Paragraph (6)

- All claimants must attach a detailed list of all payments or credits received or granted, as follows:
 - a) **within the three (3) months preceding** the initial bankruptcy event (including the bankruptcy or the proposal);
 - b) **within the twelve (12) months preceding** the initial bankruptcy event (including the bankruptcy or the proposal) in the case where the claimant and the debtor were not dealing at arm's length.

EXHIBIT "D"

(Div.1 Proposal) MINUTES OF THE MEETING OF CREDITORS TO CONSIDER THE PROPOSAL	PROVINCE Saskatchewan	DISTRICT 01	DIVISION Regina
	ESTATE NUMBER 22 - 2822781		
IN THE MATTER OF THE DIV.1 PROPOSAL OF Just Solutions Inc.	TRUSTEE APPOINTED BY OFFICIAL RECEIVER: Alvarez & Marsal Canada Inc.		
LOCATION OF MEETING: Microsoft Teams – Virtual Meeting	CHAIR OF MEETING: Cassie Riglin, LIT DATE OF MEETING: June 21, 2022 TIME OF MEETING: 10:00 MDT		

1. INTRODUCTIONS

Ms. Riglin introduced herself as the Chair of the meeting of creditors and then introduced Mr. Bryan Krol of Alvarez and Marsal Canada Inc. (“A&M”) would act as secretary to the meeting and take minutes. In addition, the Chair recognized Paul Olfert of MLT Akins, Nathan Stewart and Erinn Wilson of McCarthy Tetrault and Daniel McCrimmon of Forage Capital Partners

2. PRESENT

☒ See attached attendance list.

3. QUORUM

The Chair examined the Proofs of Claim and Proof of Notice of the meeting and the meeting was duly convened.

☒ There was a legally constituted quorum.

4. MEETING CALLED TO ORDER

The Chair called the meeting to order at 10:00 MDT pursuant to Section 105(1) of the *Bankruptcy & Insolvency Act* (“**BIA**”).

Ms. Riglin stated that there was only one creditor in physical attendance at the meeting. In addition, all other claims from creditors had provided a proxy or the appropriate voting instructions in order for the vote to proceed.

Ms. Riglin stated that the purpose of the meeting was to vote on the proposal that was put forward by Just Solutions Inc. to its creditors.

5. DOCUMENTS TABLED

The following documents were tabled:

☒ Proof of service of the notice calling the meeting of creditors;

- ☒ Certificate of filing the Proposal with the OSB;
- ☒ Statement of affairs of the bankrupt;
- ☒ Trustee's Report on the Proposal.

Ms. Riglin advised any creditor requesting any of the documents reach out to Mr. Krol for access to any of the documents.

Upon completion of tabling the documents, Ms. Riglin called for a motion to dispense the reading of the tabled documents.

Motion: To dispense the reading of the tabled documents.

- a. Motion: Daniel McCrimmon (Forage Capital Partners)
- b. Second: None. (there were no other creditors in attendance to 2nd the motion)

Vote: Unanimously approved; motion carried.

On motion duly made and unanimously approved, it was resolved to dispense the reading of the tabled documents.

6. TRUSTEE'S REPORT ON THE PROPOSAL

Ms. Riglin opened up the meeting to any questions that pertain to the Trustee's report on the proposal or the proposal itself.

No questions were brought forward with respect to the Trustee's report and Ms. Riglin finalized the delivery of the Trustee's report.

7. CREDITOR VOTE ON THE PROPOSAL

Ms. Riglin explained that there were two classes of creditors for purposes of voting on the proposal, an unsecured creditor class and a secured creditor class. Ms. Riglin explained that the BIA indicates that the proposal requires 50% in number and 2/3 in value for the proposal to be approved by the creditors and that threshold has been met.

Ms. Riglin reviewed the voting summary (attached to these minutes) and explained that based on the proxies and voting letters received in advance of the meeting the unsecured class of creditors voted in favour of the proposal by 86% in number and by 89% in value.

Ms. Riglin then proceeded to the secured creditor class and indicated that based on the voting letter received by the Trustee in advance of the meeting from the sole secured creditor, Forage Capital Partners (who was also present at this meeting), the secured class of creditors voted in favour of the proposal 100% in number and in value.

Based on the requirements of the BIA the indicating that the proposal has been accepted by both the unsecured and secured classes of creditors.

Ms. Riglin called for a motion to approve the proposal.

Motion: to accept the approval of the proposal

- a. Motion: Daniel McCrimmon (Forage Capital Partners)
- b. Second: None. (there were no other creditors in attendance to 2nd the motion)

Vote: Unanimously approved; motion carried.

On motion duly made and unanimously approved, it was resolved to approve the terms of the proposal.

8. INSPECTOR NOMINATION

Ms. Riglin moved her discussion to the role of inspectors in the administration of the proposal and then asked individuals to come forward and act as inspectors to the estate.

Ms. Riglin further explained that pursuant to the BIA, the creditors may elect up to three inspectors; however, the appointment of inspectors is not compulsory. The Trustee further advised that it did not foresee significant involvement of inspectors during the course of the proposal.

Ms. Riglin called for the nomination of inspectors. There were no inspectors that were nominated and thus, no inspectors were appointed to the estate.

9. QUESTION PERIOD

The Chair opened the floor for questions of the creditors respecting the proposal, the Trustee's Report or any other matter in the proceedings.

No questions were brought forth by those in attendance.

10. ADJOURNMENT

Ms. Riglin called for a motion to adjourn the meeting.

Motion: To adjourn the meeting.

- a. Motion: Daniel McCrimmon (Forage Capital Partners)
- b. Second: None. (there were no other creditors in attendance to 2nd the motion)

Vote: Unanimously approved; motion carried.

On motion duly made and unanimously approved, it was resolved that the meeting be adjourned.

THE MEETING WAS ADJOURNED AT 10:21 Mountain Daylight Time.



Cassie Riglin, LIT
Senior Vice President
Alvarez & Marsal Canada Inc.
Chair of the Meeting



Bryan Krol
Secretary