

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

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

JUDICIAL CENTRE SASKATOON



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

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

**ORDER**

**(Termination of Proceedings and Discharge of Monitor)**

Before the Honourable Mr. Justice R.S. Smith in Chambers the 30th day of September, 2021.

Upon the application by Jeffrey M. Lee, Q.C., counsel on behalf of Alvarez & Marsal Canada Inc. in its capacity as the Court-appointed Monitor (the "**Monitor**") with respect to Contour Realty Inc. (the "**Debtor**"), and upon reading the Notice of Application dated September 27, 2021, the Eighteenth Report of the Monitor dated September 27, 2021 (the "**Eighteenth Report**"), and a proposed draft Order, all filed; and the pleadings and proceedings herein;

**The Court Orders:**

**SERVICE**

1. Service of notice of this application and supporting materials is hereby declared to be good, timely and sufficient, and no other person is required to have been served with notice of this application, and time for service of this application is abridged to that time actually given.

**APPROVAL OF THE ACTIVITIES OF THE MONITOR AND RELATED MATTERS**

2. The professional fees and disbursements of the Monitor, as set out in the Eighteenth Report (including the fees and disbursements necessary to complete the Monitor's Mandate), are hereby approved without the necessity of a formal passing of its accounts.
3. The professional fees and disbursements of the Monitor's legal counsel, MLT Aikins LLP, as set out in the Eighteenth Report (including the fees and disbursements necessary to complete the Monitor's Mandate), are hereby approved without the necessity of a formal assessment of its accounts.
4. All activities, actions and proposed courses of action of the Monitor (collectively, the "**Actions of the Monitor**") to date in relation to the discharge of its duties and mandate as Monitor of Contour pursuant to the Orders of this Honourable Court in these proceedings (collectively, the "**Monitor's Mandate**"), as such Actions of the Monitor are more particularly described in the Eighteenth Report and all of the Monitor's other reports filed in these proceedings, as well as the final statement of receipts and disbursements contained in the Eighteenth Report, shall be and are hereby approved and confirmed.

5. The Monitor is authorized to maintain a holdback of \$160,000.00 on account of further fees and disbursements of the Monitor and its legal counsel, and to apply from time to time the amounts so held back against such further fees and disbursements (without the requirement of taxation or passing of accounts), and the Monitor is authorized and directed to make a distribution in the amount of up to \$764,000.00 (on account of loans outstanding to Bank of Montreal and/or Farm Credit Canada).

#### **TERMINATION OF CCAA PROCEEDINGS AND DISCHARGE OF MONITOR**

- 5A. These proceedings pursuant to the *Companies' Creditors Arrangement Act*, RSC 1985, c C-36 (the "**CCAA**") in respect of the Debtor shall be and are hereby terminated.
6. Upon payment of the amounts set out in paragraph 5 of this Order, and upon the Monitor filing a certificate, in substantially the form attached to this Order as **Schedule A**, certifying that it has completed all remaining outstanding activities specifically identified in the Eighteenth Report, which activities shall be deemed included in the Monitor's Mandate, the Monitor shall be discharged as Monitor of Contour, provided that notwithstanding its discharge herein:
- (a) the Monitor shall remain Monitor for the performance of such routine administrative tasks as may be required to complete the administration of the Monitor's Mandate; and
  - (b) the Monitor shall continue to have the benefit of the provisions of all Orders made in these proceedings, including all approvals, protections and stays of proceedings in favour of Alvarez & Marsal Canada Inc. in its capacity as Monitor.
- 6A. From and after the date of this Order, the Directors' Charge (as that term is defined in the Amended and Restated Initial Order granted by the Honourable Mr. Justice R.S Smith in these proceedings on January 16, 2020 (the "**ARI Order**")) shall be and is hereby terminated, discharged and vacated in its entirety.
- 6B. From and after the date of the Monitor's discharge pursuant to section 6 of this Order, the Administration Charge (as that term is defined in the ARI Order) shall be and is hereby terminated, discharged and vacated in its entirety.
7. It is hereby adjudged and declared that, based upon the evidence that is currently before this Honourable Court in regard to the Actions of the Monitor:
- (a) the Monitor has acted honestly and in good faith, and has dealt with the Property and carried out the Monitor's Mandate in a commercially reasonable manner;
  - (b) the Monitor has satisfied all of its duties and obligations pursuant to the Monitor's Mandate;
  - (c) the Monitor shall not be liable for any act or omission arising from, relating to or in connection with its discharge of the Monitor's Mandate, save and except for any liability arising out of fraud, gross negligence or willful misconduct on the part of the Monitor;
  - (d) the Monitor has never had and shall not in the future have any liability in regard to any act or omission of the Debtor, including, without limitation, in relation to the business of the Debtor, payment of and/or accounting for any taxes (including, without limitation, goods and services tax) on revenues earned or any indebtedness or obligations whatsoever or howsoever incurred by the Debtor; and

- (e) no person shall commence an action or proceeding asserting a claim against the Monitor arising from, relating to or in connection with its discharge of the Monitor's Mandate without first obtaining an Order of this Honourable Court (on notice to the Monitor) granting such person leave to commence such action or proceeding, and any such action or proceeding commenced without such leave being obtained is a nullity.
8. Subject to the foregoing, any claims against the Monitor in connection with the Monitor's Mandate are hereby stayed, extinguished and forever barred.
9. Notwithstanding the discharge of the Monitor, the Monitor is hereby granted leave to apply to this Court for such further advice, direction or assistance as may be necessary to give effect to the terms of this Order.

#### MISCELLANEOUS MATTERS

- 9A. Prior to the Monitor's destruction of any of Contour's remaining books and records (the "Records") due to the Monitor not specifically requiring same for its purposes, the Monitor shall give 30 days' notice to Contour's former directors and officers of its intention to destroy the Records. Contour's former directors and officers shall then have 30 days to make appropriate arrangements with the Monitor to physically take possession of the Records, at their sole cost and expense. In the event that Contour's former directors and officers do not exercise their option to obtain the Records, the Monitor is hereby authorized to have all of the Records destroyed 60 days after giving notice as set out and described above.
10. This Order shall have full force and effect in all Provinces and Territories in Canada, outside Canada and against all Persons against whom it may be enforceable.
11. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, or in the United States or Australia, to give effect to this Order and to assist the Monitor and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Monitor and its agents in carrying out the terms of this Order.
12. Service of this Order on any party not attending this application is hereby dispensed with. Parties attending this application shall be served in accordance with the Electronic Case Information and Service Protocol adopted in the Amended and Restated Initial Order granted by the Honourable Mr. Justice R.S Smith in these proceedings on January 16, 2020.

Issued at Saskatoon, Saskatchewan, this 30 day of September, 2021.

  
(Deputy) Local Registrar

#### CONTACT INFORMATION AND ADDRESS FOR SERVICE:

Name of firm:	MLT Aikins LLP
Lawyer in charge of file:	Jeffrey M. Lee, Q.C. and Paul Olfert
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**SCHEDULE A**

**FORM OF MONITOR'S DISCHARGE CERTIFICATE**

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CONTOUR REALTY INC.**

**MONITOR'S DISCHARGE CERTIFICATE**

**RECITALS**

- A. Pursuant to the Amended and Restated Initial Order granted by the Honourable Mr. Justice R.S Smith in these proceedings on January 16, 2020 (the "**ARI Order**"), Alvarez & Marsal Canada Inc. was appointed as monitor (the "**Monitor**") with respect to Contour Realty Inc. (the "**Debtor**").
- B. Pursuant to the Termination and Discharge Order of the Court dated September 30, 2021, Alvarez & Marsal Canada Inc. was discharged as the Monitor of the Debtor, to be effective upon the filing by the Monitor with the Court of a Monitor's Discharge Certificate confirming that the Monitor's Mandate (as that term is defined in the Distribution and Discharge Order) has been completed to the satisfaction of the Monitor.

**THE MONITOR HEREBY CERTIFIES THAT:**

- 1. The Monitor's Mandate has been completed to the satisfaction of the Monitor.

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

**Per: \_\_\_\_\_**  
**Name:**  
**Title:**