

COURT FILE NUMBER QB No. 1884 of 2019

DUPLICATE ORIGINAL

COURT OF QUEEN'S BENCH FOR SASKATCHEWAN

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 PLAN OF COMPROMISE OR ARRANGEMENT OF 101098672
SASKATCHEWAN LTD., MORRIS INDUSTRIES LTD., MORRIS SALES and SERVICE LTD.,
CONTOUR REALTY INC., and MORRIS INDUSTRIES (USA) INC.

AMENDED AND RESTATED INITIAL ORDER

Before the Honourable Mr. Justice R.S. Smith in Chambers the 16th day of January, 2020.

Upon application by counsel on behalf of 101098672 Saskatchewan Ltd., Morris Industries Ltd., Morris Sales and Service Ltd., Contour Realty Inc. and Morris Industries (USA) Inc. (collectively, the "**Morris Group**"), and upon hearing counsel present on behalf of any other interested party, and upon reading the Amended Originating Application dated the 3rd day of January, 2020, the Affidavit of Kevin Adair sworn the 3rd day of January, 2020, and the Draft Order (collectively, the "**Application Materials**"), and upon reading the Notice of Application dated the 14th of January, 2020, the Second Affidavit of Kevin Adair sworn the 14th day of January, 2020, the First Report of the Monitor, Alvarez & Marsal Canada Inc., dated the 14th day of January, 2020, the Confidential Supplement to the First Report of the Monitor dated the 14th day of January, 2020, and the Draft Amended and Restated Initial Order, all filed with proof of service, and upon being advised that the secured creditors who are likely to be affected by the charges created herein were given notice of this application:

The Court Orders:

SERVICE

1. Service of the Application Materials upon all parties listed on the Service List established in these proceedings (a current copy of which is appended as Schedule "A" hereto) shall be and is hereby deemed to be good, timely and sufficient.

TERM OF ORDER

2. All relief granted in the Initial Order of the Honourable Mr. R.S. Smith dated January 8, 2020 is hereby confirmed and restated, and only modified as expressly set out herein.

APPLICATION

3. 101098672 Saskatchewan Ltd., Morris Industries Ltd., Morris Sales and Service Ltd., Contour Realty Inc., and Morris Industries (USA) Inc. are companies to which the CCAA applies.

PLAN OF ARRANGEMENT

4. The Morris Group shall have the authority to file and may, subject to further order of this Court, file with the Court one or more plans of compromise or arrangement (the "**Plan**").

POSSESSION OF PROPERTY AND OPERATIONS

5. The Morris Group shall:

- (a) remain in possession and control of its current and future assets, undertakings and property of every nature and kind whatsoever, and wherever situate including all proceeds thereof (the “**Property**”);
 - (b) subject to further Order of this Court, continue to carry on business in a manner consistent with the preservation of its business (the “**Business**”) and Property; and
 - (c) be authorized and empowered to continue to retain, employ, and pay the employees, consultants, agents, experts, accountants, counsel and such other persons (collectively “**Assistants**”) currently retained or employed by it, with liberty to retain, employ, and pay such further Assistants as it deems reasonably necessary or desirable, all in the ordinary course of business or for the carrying out of the terms of this Order.
- 6. The Morris Group shall be entitled, but not required, to pay the following expenses whether incurred prior to or after this Order:
 - (a) all outstanding and future wages, salaries, employee and pension benefits, contributions to pension plans, vacation pay, bonuses, and expenses payable on or after the date of this Order, in each case incurred in the ordinary course of business and consistent with existing compensation policies and arrangements; and
 - (b) the fees and disbursements of any Assistants retained or employed by the Morris Group in respect of these proceedings, at their standard rates and charges.
- 7. Except as otherwise provided to the contrary herein, the Morris Group shall be entitled, but not required, to pay all reasonable expenses incurred by the Morris Group in carrying on the Business in the ordinary course after the date of this Order, and in carrying out the provisions of this Order, which expenses shall include, without limitation:
 - (a) all expenses and capital expenditures reasonably necessary for the preservation of the Property or the Business including, without limitation, payments on account of insurance (including directors and officers liability insurance), maintenance and security services; and
 - (b) payment for goods or services actually supplied to the Morris Group.
- 8. The Morris Group shall, in accordance with legal requirements, remit or pay:
 - (a) any statutory deemed trust amounts in favour of the Crown in right of Canada or of any Province thereof or any other taxation authority which are required to be deducted from employees’ wages, including, without limitation, amounts in respect of (i) employment insurance, (ii) Canada Pension Plan, (iii) Quebec Pension Plan, and (iv) income taxes; but only where such statutory deemed trust amounts arise after the date of this Order, or are not required to be remitted until after the date of this Order, unless otherwise ordered by the Court;
 - (b) all goods and services or other applicable sales taxes (collectively, “**Sales Taxes**”) required to be remitted by the Morris Group in connection with the sale of goods and services by the Morris Group, but only where such Sales Taxes are accrued or collected after the date of this Order, or where such Sales Taxes were accrued or collected prior to the date of this Order but not required to be remitted until on or after the date of this Order; and
 - (c) any amount payable to the Crown in right of Canada or of any Province thereof or any political subdivision thereof or any other taxation authority in respect of municipal property, municipal business or other taxes, assessments or levies of any nature or kind

which are entitled at law to be paid in priority to claims of secured creditors and which are attributable to or in respect of the carrying on of the Business by the Morris Group.

9. Until a real property lease is disclaimed in accordance with the CCAA, the Morris Group shall pay all amounts constituting rent or payable as rent under real property leases (including, for greater certainty, common area maintenance charges, utilities and property taxes and any other amounts payable to a landlord under a lease) or as otherwise may be negotiated by the Morris Group from time to time ("Rent"), for the period commencing from and including the date of this Order, but shall not pay any Rent in arrears. On the date of the first of such payments, any arrears relating to the period commencing from and including the date of the issuance of this Order shall also be paid.
10. Except as specifically permitted herein, the Morris Group is hereby precluded and enjoined, until further Order of this Court, from:
 - (a) making any payments of principal or interest thereon or otherwise on account of amounts owing by the Morris Group to any of its creditors as of the date of this Order;
 - (b) granting any security interests, trusts, mortgages (or other real property interests), liens, charges, or encumbrances upon or in respect of any of its Property; and
 - (c) granting credit or incurring liabilities except in the ordinary course of the Business.

RESTRUCTURING

11. The Morris Group shall, subject to such requirements as are imposed by the CCAA and such covenants as may be contained in the Interim Lender Documents (as hereinafter defined), if any, have the right to:
 - (a) permanently or temporarily cease, downsize or shut down any of its Business or operations and to dispose of redundant or non-material assets not exceeding \$350,000 in any one transaction or \$750,000 in the aggregate, provided that any sale that is either (i) in excess of the above thresholds, or (ii) in favour of a person related to the Morris Group (within the meaning of section 36(5) of the CCAA), shall require authorization by this Court in accordance with section 36 of the CCAA;
 - (b) sell its assets in the ordinary course of business;
 - (c) dispose of (by sale or otherwise) redundant or non-material assets not authorized by paragraph 11(a-b) of this Order only with the approval of the Court;
 - (d) terminate the employment of such of its employees or temporarily lay off such of its employees as it deems appropriate; and
 - (e) pursue all avenues of refinancing of its Business or Property, subject to prior approval of this Court being obtained before any material refinancing is undertaken;

all of the foregoing to permit the Morris Group to proceed with an orderly restructuring of the Business (the "**Restructuring**").

12. The Morris Group shall provide each of the relevant landlords with notice of the Morris Group's intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the Morris Group's entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such

landlord and the Morris Group, or by further Order of this Court upon application by the Morris Group on at least two (2) days' notice to such landlord and any such secured creditors. If the Morris Group disclaims the lease governing such leased premises in accordance with section 32 of the CCAA, it shall not be required to pay Rent under such lease pending resolution of any such dispute (other than Rent payable for the notice period provided for in section 32(5) of the CCAA), and the disclaimer of the lease shall be without prejudice to the Morris Group's claim to the fixtures in dispute.

13. If a notice of disclaimer is delivered pursuant to section 32 of the CCAA, then (a) during the notice period prior to the effective time of the disclaimer, the landlord may show the affected leased premises to prospective tenants during normal business hours, on giving the Morris Group and the Monitor 24 hours prior written notice, and (b) at the effective time of the disclaimer, the relevant landlord shall be entitled to take possession of any such leased premises without waiver of or prejudice to any claims or rights such landlord may have against the Morris Group in respect of such lease or leased premises and such landlord shall be entitled to notify the Morris Group of the basis on which it is taking possession and to gain possession of and re-lease such leased premises to any third party or parties on such terms as such landlord considers advisable, provided that nothing herein shall relieve such landlord of its obligation to mitigate any damages claimed in connection therewith.

NO PROCEEDING AGAINST THE MORRIS GROUP OR THE PROPERTY

14. Until and including 11:59 p.m. Saskatchewan Time on the 27th day of March, 2020 or such later date as this Court may order (the "**Stay Period**"), no proceeding or enforcement process in any court or tribunal (each, a "**Proceeding**") shall be commenced or continued against or in respect of the Morris Group or the Monitor, or affecting the Business or the Property, except with the written consent of the Morris Group and the Monitor, or with leave of this Court and any all Proceedings currently underway against or in respect of the Morris Group or affecting the Business or the Property are hereby stayed and suspended pending further Order of this Court

NO EXERCISE OF RIGHTS OR REMEDIES

15. During the Stay Period, all rights and remedies of any individual, firm, corporation, governmental body or agency, or any other entities (all of the foregoing, collectively being "**Persons**" and each being a "**Person**") against or in respect of the Morris Group or the Monitor, or affecting the Business or the Property, are hereby stayed and suspended and shall not be commenced, proceeded with or continued except with the written consent of the Morris Group and the Monitor, or leave of this Court, provided that nothing in this Order shall:
 - (a) empower the Morris Group to carry on any business which the Morris Group is not lawfully entitled to carry on;
 - (b) affect such investigations, actions, suits or proceedings by a regulatory body as are permitted by section 11.1 of the CCAA;
 - (c) prevent the filing of any registration to preserve or perfect a security interest;
 - (d) prevent the registration of a claim for lien; or
 - (e) prevent the commencement of a Proceeding to preserve rights that might otherwise be barred or extinguished by the effluxion of time, provided that no further steps shall be taken in respect of such Proceeding except for service of the initiating documentation on the Morris Group and that written notice of such action be given to the Monitor at the first available opportunity.

NO INTERFERENCE WITH RIGHTS

16. During the Stay Period, no Person shall accelerate, suspend, discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Morris Group, except with the written consent of the Morris Group and the Monitor, or leave of this Court.

CONTINUATION OF SERVICES

17. During the Stay Period, all Persons having:

- (a) statutory or regulatory mandates for the supply of goods and/or services; or
- (b) oral or written agreements or arrangements with the Morris Group for the supply of goods and/or services, including without limitation all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation, utility or other services to the Business or the Morris Group;

are hereby restrained until further Order of this Court from:

- (c) discontinuing, altering, interfering with, suspending or terminating the supply of such goods or services as may be required by the Morris Group; and
 - (d) exercising any other remedy under or pursuant to such agreements or arrangements.
18. The Morris Group shall be entitled to the continued use of its current premises, telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the usual prices or charges for all such goods or services received after the date of this Order are paid by the Morris Group in accordance with the usual payment practices of the Morris Group or such other practices as may be agreed upon by the supplier or service provider and each of the Morris Group and the Monitor, or as may be ordered by this Court.

NON-DEROGATION OF RIGHTS

19. Nothing in this Order has the effect of prohibiting a Person from requiring immediate payment for goods, services or use of leased or licensed property provided on or after the date of this Order.

PROCEEDINGS AGAINST DIRECTORS AND OFFICERS

20. During the Stay Period, and except as permitted by subsection 11.03(2) of the CCAA, by paragraph 15 hereof or by further order of this Court, no Proceeding may be commenced or continued against any one or more of the former, current or future directors or officers of the Morris Group (the “**Past and Present Directors**”) with respect to any claim against any one or more of the Past and Present Directors which arose before the date hereof in regard to or in respect of:
- (a) claims involving acts or omissions of those individuals in their capacity as directors or officers or in any way related to matters arising from their role or status as directors or officers;
 - (b) claims in any way related to any matters arising from the appointment of any one or more of the Past and Present Directors by or on behalf of the Morris Group to any corporation, partnership or venture, including their appointment or election by or on behalf of the Morris Group to any other board of directors or other governing body or committee;

- (c) derivative rights of the Morris Group against any one or more of the Past and Present Directors; or
- (d) claims by former, current or future shareholders of the Morris Group or former, current or future directors or officers of the Morris Group involving acts or omissions of any one or more of the Past and Present Directors which are alleged to be oppressive, or unfairly prejudicial to, or which are alleged to unfairly disregard the interests of, former, current or future shareholders of the Morris Group or former, current or future directors or officers of the Morris Group;

until a compromise or arrangement in respect of the Morris Group, if one is filed, is sanctioned by this Court or is refused by the creditors of the Morris Group or this Court.

DIRECTORS' AND OFFICERS' INDEMNIFICATION AND CHARGE

- 21. The Morris Group shall indemnify its directors and officers against obligations and liabilities that they may incur as directors and/or officers of the Morris Group after the commencement of these proceedings except to the extent that, with respect to any officer or director, the obligation was incurred as a result of the director's or officer's gross negligence or wilful misconduct.
- 22. The directors and officers of the Morris Group shall be entitled to the benefit of and are hereby granted a charge (the "**Directors' Charge**") on the Property, which charge shall not exceed an aggregate amount of \$175,000, as security for the indemnity provided in paragraph 16 of this Order. The Directors' Charge shall have the priority set out in paragraphs 40 and 43 herein.
- 23. Notwithstanding any language in any applicable insurance policy to the contrary:
 - (a) no insurer shall be entitled to be subrogated to or claim the benefit of the Directors' Charge; and
 - (b) the Directors and Officers shall only be entitled to the benefit of the Directors' Charge to the extent that they do not have coverage under any directors' and officers' insurance policy, or to the extent that such coverage is insufficient to pay amounts indemnified in accordance with paragraph 21 of this Order.

APPOINTMENT OF MONITOR

- 24. Alvarez & Marsal Canada Inc. (the "**Monitor**") is hereby appointed pursuant to the CCAA, as the Monitor, an officer of this Court, to monitor the Property, the Business and the financial affairs of the Morris Group, with the powers and obligations set out in the CCAA or set forth herein and the Morris Group and its shareholders, officers, directors, and Assistants shall advise the Monitor of all material steps taken by the Morris Group pursuant to this Order, and shall co-operate fully with the Monitor in the exercise of its powers and discharge of its obligations, including providing the Monitor with access to such books, records, assets and premises of the Morris Group as the Monitor requires, and shall otherwise provide the Monitor with the assistance that is necessary to enable the Monitor to adequately carry out the Monitor's functions.
- 25. The Monitor, in addition to its prescribed rights and obligations under the CCAA, is hereby directed and empowered to:
 - (a) monitor the Morris Group's receipts and disbursements, the Business and dealings with the Property;
 - (b) report to this Court at such times and intervals as the Monitor may deem appropriate or as this Court may direct with respect to matters relating to the Property, the Business, and such other matters as may be relevant to these proceedings, and immediately report to this

Court if in the opinion of the Monitor there is a material adverse change in the financial circumstances of the Morris Group;

- (c) assist the Morris Group, to the extent required by the Morris Group, in its dissemination, to the Interim Lender (as hereinafter defined) and its counsel, on a bi-weekly basis (i.e., every two weeks) of financial and other information and reports as agreed to between the Morris Group and the Interim Lender, which may be used in these proceedings;
 - (d) advise the Morris Group in its preparation of the Morris Group's cash flow statements and reporting required by the Interim Lender, which information shall be reviewed by the Monitor and delivered to the Interim Lender and its counsel on a periodic basis, but not less than every two weeks, or as otherwise agreed to by the Interim Lender;
 - (e) advise the Morris Group in its development of the Plan and any amendments to the Plan;
 - (f) advise the Morris Group, to the extent required by the Morris Group, with regard to the holding and administering of creditors' and shareholders' meetings for voting on the Plan;
 - (g) have full and complete access to the Property, including the premises, books, records, data, including data in electronic form, and other financial documents of the Morris Group to the extent that is necessary to adequately assess the Morris Group's business and financial affairs or to perform its duties arising under this Order;
 - (h) be at liberty to engage independent legal counsel or such other persons as the Monitor deems necessary or advisable respecting the exercise of its powers and performance of its obligations under this Order;
 - (i) hold funds in trust or in escrow, to the extent required, to facilitate settlements between the Morris Group and any other person; and
 - (j) perform such other duties as are required by this Order and by this Court from time to time.
26. The Monitor shall not take possession of the Property and shall take no part whatsoever in the management or supervision of the management of the Business and shall not, by fulfilling its obligations hereunder, be deemed to have taken or maintained possession or control of the Business or Property, or any part thereof.
27. Nothing in this Order shall require the Monitor to occupy or to take control, care, charge, possession or management (separately and/or collectively, "**Possession**") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act 1999*, *The Environmental Management and Protection Act, 2010* (Saskatchewan), *The Agricultural Operations Act* (Saskatchewan), *The Dangerous Goods Transportation Act* (Saskatchewan), *The Saskatchewan Employment Act*, *The Emergency Planning Act* (Saskatchewan), *The Water Security Agency Act* (Saskatchewan), *The Environment Act* (Manitoba), *The Water Resources Conservation Act* (Manitoba), *The Contaminated Sites Remediation Act* (Manitoba), *The Dangerous Goods Handling and Transportation Act* (Manitoba), *The Public Health Act* (Manitoba) or *The Workplace Safety and Health Act* (Manitoba), and regulations thereunder (the "**Environmental Legislation**"), provided however that nothing herein shall exempt the Monitor from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Monitor shall not, as a result of this Order or anything done in pursuance of the Monitor's duties and powers

under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in Possession.

28. The Monitor shall provide any creditor of the Morris Group and the Interim Lender, if any, with information provided by the Morris Group in response to reasonable requests for information made in writing by such creditor or Interim Lender and addressed to the Monitor. The Monitor shall not have any responsibility or liability with respect to the information disseminated by it pursuant to this paragraph. In the case of information that the Monitor has been advised by the Morris Group is confidential, the Monitor shall not provide such information to creditors or the Interim Lender unless otherwise directed by this Court or on such terms as the Monitor and the Morris Group may agree.
29. The appointment of the Monitor by this Order shall not constitute the Monitor an employer or a successor employer or payor for any purpose, including (without limitation) pensions or benefits or any legislation governing employment or labour standards or pension benefits or health and safety or any other statute, regulation, rule of law or rule of equity.
30. In addition to the rights and protections afforded the Monitor under the CCAA or as an officer of the Court, the Monitor shall incur no liability or obligation as a result of its appointment or the carrying out of the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part. Nothing in this Order shall derogate from the protections afforded the Monitor by the CCAA or any applicable legislation.
31. The Monitor, counsel to the Monitor and counsel to the Morris Group shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges, by the Morris Group as part of the costs of these proceedings. The Morris Group is hereby authorized and directed to pay the accounts of the Monitor, counsel for the Monitor and counsel for the Morris Group on a periodic basis and in addition, the Morris Group is hereby authorized to pay to the Monitor, counsel to the Monitor and counsel to the Morris Group, retainers to be held by them as security for payment of their respective fees and disbursements outstanding from time to time. Any such payment is subject to any final assessments and taxations ordered by this Court.
32. The Monitor and its legal counsel shall pass their accounts from time to time.
33. The Monitor, counsel for the Monitor, if any, and the Morris Group's counsel shall be entitled to the benefits of and are hereby granted a charge (the "**Administration Charge**") on the Property, which charge shall not exceed an aggregate amount of \$175,000, as security for the payment of their reasonable professional fees and disbursements, both before and after the making of this Order in respect of these proceedings. The Administration Charge shall have the priority set out in paragraphs 40 and 43 hereof.

INTERIM FINANCING

34. The Morris Group is hereby authorized and empowered to obtain and borrow under a credit facility from Bank of Montreal (the "**Interim Lender**") in order to finance the Morris Group's working capital requirements and other general corporate purposes and capital expenditures, provided that borrowings under such credit facility shall not exceed \$5,700,000 unless permitted by further order of this Court.
35. Such credit facility shall be on the terms and subject to the conditions set forth in the commitment letter between the Morris Group and the Interim Lender dated as of January 15, 2020 (the "**Commitment Letter**"), filed.
36. The Morris Group is hereby authorized and empowered to execute and deliver such credit agreements, mortgages, charges, hypothecs and security documents, guarantees and other definitive documents (collectively, the "**Definitive Documents**"), as are contemplated by the

Commitment Letter or as may be reasonably required by the Interim Lender pursuant to the terms thereof, and the Morris Group is hereby authorized and directed to pay and perform all of its indebtedness, interest, fees, liabilities and obligations to the Interim Lender under and pursuant to the Commitment Letter and the Definitive Documents as and when the same become due and are to be performed, notwithstanding any other provision of this Order.

37. The Interim Lender shall be entitled to the benefits of and is hereby granted a charge (the “**Interim Lender’s Charge**”) on the Property to secure all obligations under the Definitive Documents incurred on or after the date of this Order which charge shall not exceed the aggregate amount advanced on or after the date of this Order under the Definitive Documents. The Interim Lender’s Charge shall have the priority set out in paragraphs 40 and 43 hereof.
38. Notwithstanding any other provision of this Order:
- (a) the Interim Lender may take such steps from time to time as it may deem necessary or appropriate to file, register, record or perfect the Interim Lender’s Charge or any of the Definitive Documents;
 - (b) upon the occurrence of an event of default under the Definitive Documents or the Interim Lender’s Charge, the Interim Lender, upon 10 days’ notice to the Morris Group and the Monitor, may exercise any and all of its rights and remedies against the Morris Group or the Property under or pursuant to the Commitment Letter, Definitive Documents and the Interim Lender’s Charge, including without limitation, to cease making advances to the Morris Group and set off and/or consolidate any amounts owing by the Interim Lender to the Morris Group against the obligations of the Morris Group to the Interim Lender under the Commitment Letter, the Definitive Documents or the Interim Lender’s Charge, to make demand, accelerate payment and give other notices, or to apply to this Court for the appointment of a receiver, receiver and manager or interim receiver, or for a bankruptcy order against the Morris Group and for the appointment of a trustee in bankruptcy of the Morris Group; and
 - (c) the foregoing rights and remedies of the Interim Lender shall be enforceable against any trustee in bankruptcy, interim receiver, receiver or receiver and manager of the Morris Group or the Property.
39. The Interim Lender shall be treated as unaffected in any plan of arrangement or compromise filed by the Morris Group under the CCAA, or any proposal filed by the Morris Group under the *Bankruptcy and Insolvency Act* of Canada (the “**BIA**”), with respect to any advances made under the Definitive Documents.

VALIDITY AND PRIORITY OF CHARGES CREATED BY THIS ORDER

40. The priorities of the Administration Charge, the Interim Lender’s Charge, and the Directors’ Charge (collectively the “**Charges**”), as among them, shall be as follows:
- First – Administration Charge (to the maximum amount of \$175,000);
 - Second – Interim Lender’s Charge (to the maximum amount of \$5,700,000; and
 - Third – Directors’ Charge (to the maximum amount of \$175,000).
41. If the Persons sharing in the benefit of one of the Charges (the “**Chargees**”) have claims that, in the aggregate, exceed the maximum authorized amount of that Charge, such Chargees shall share in the benefit of that Charge (as between themselves) on a *pro rata* basis to the maximum aggregate authorized amount of such Charge.

42. The filing, registration or perfection of the Charges shall not be required, and the Charges shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered, recorded or perfected subsequent to the Charges coming into existence, notwithstanding any failure or delay to file, register, record or perfect the Charges.
43. Each of the Charges shall constitute a charge on the Property and, subject to section 34(11) of the CCAA, such Charges shall rank in priority to all other security interests, trusts, liens, charges, encumbrances and claims of secured creditors, statutory or otherwise (collectively, “**Encumbrances**”) in favour of any Person.
44. Except as otherwise expressly provided for herein, or as may be approved by this Court, the Morris Group shall not grant any Encumbrance over any Property that purports to rank in priority to, or *pari passu* with, any of the Charges, unless the Morris Group also obtains the prior written consent of the Monitor, the Interim Lender and the beneficiaries of the Administration Charge, or further Order of this Court.
45. The Charges and the Definitive Documents shall not be rendered invalid or unenforceable and the rights and remedies of the Chargees entitled to the benefit of the Charges and/or the Interim Lender thereunder shall not otherwise be limited or impaired in any way by:
- (a) the pendency of these proceedings and the declarations of insolvency made in this Order;
 - (b) any application(s) for bankruptcy order(s) issued pursuant to the BIA, or any bankruptcy order made pursuant to such applications;
 - (c) the filing of any assignments for the general benefit of creditors made pursuant to the BIA;
 - (d) the provisions of any federal or provincial statutes; or
 - (e) any negative covenants, prohibitions, or other similar provisions with respect to borrowings, incurring debt, or the creation of Encumbrances contained in any existing loan document, lease, sublease, offer to lease, or other agreement (collectively, an “**Agreement**”) which binds the Morris Group, and notwithstanding any provision to the contrary in any Agreement:
 - (i) neither the creation of the Charges nor the execution, delivery, perfection, registration, or performance of the Definitive Documents shall create or be deemed to constitute a breach by the Morris Group of any Agreement to which it is a party;
 - (ii) none of the Chargees shall have any liability to any Person whatsoever as a result of any breach of any Agreement caused by or resulting from the creation of the Charges or the entering into, execution, delivery, or performance of the Definitive Documents; and
 - (iii) the payments made by the Morris Group pursuant to this Order and the Definitive Documents and the granting of the Charges, do not and will not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct, or other challengeable or voidable transactions under any applicable law.

SERVICE AND NOTICE

46. The Monitor shall:

- (a) without delay, publish in the *Regina Leader Post*, the *Saskatoon Star Phoenix*, the *Winnipeg Free Press* and the *Globe and Mail* National edition a notice containing the information prescribed under the CCAA;
- (b) within five (5) days after the date of this Order,
 - (i) make this Order publically available in the manner prescribed under the CCAA;
 - (ii) send, in the prescribed manner, a notice in the form attached as Schedule "B" to this Order (the "Notice") to every known creditor who has a claim against the Morris Group of more than \$1,000.00; and
 - (iii) prepare a list (the "Creditor's List") showing the name, address, telephone, fax and email contact information, if available, of those creditors and the estimated amounts of those claims and make it publically available in the prescribed manner;

all in accordance with section 23(1)(a) of the CCAA and the regulations made thereunder.

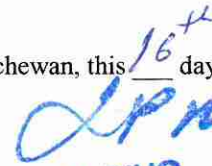
- 47. A Notice shall be deemed to have been received by a creditor on the Creditor's List if sent by personal delivery, on the date of delivery; if sent by courier, facsimile or other electronic transmission, on the next business day following the date of forwarding thereof, or if sent by prepaid ordinary mail, on the seventh day after mailing.
- 48. The Electronic Case Information and Service Protocol attached as Schedule "C" hereto (the "Protocol") is approved and adopted for this proceeding. Terms which are capitalized herein but otherwise not defined shall bear the respective meanings ascribed to them in the Protocol. Service of documents made in accordance with the Protocol shall (subject to review by the Court at the time of any application) constitute valid and effective service. Applications in respect of this matter may be made upon three days' notice.
- 49. A case website (the "Case Website") shall be established in accordance with the Protocol with the following URL: www.alvarezandmarsal.com/morris.
- 50. The failure of any Person to forward a request for electronic service or a request for facsimile service as provided for and required in the Protocol shall release the Monitor, the Morris Group, and any other interested Person serving court materials in this matter from any requirement to provide further notice in respect of these proceedings to any such Person until such time as a properly completed request for such service is received from such Person by each of the counsel for the Monitor and the Morris Group.
- 51. The Morris Group and the Monitor shall be at liberty to serve the Notice on any other interested Person by prepaid ordinary mail, courier, personal delivery, facsimile or other electronic transmission to such Persons at their respective addresses as last shown on the records of the Morris Group.

GENERAL

- 52. The Morris Group or the Monitor may from time to time apply to this Court for advice and directions in the discharge of their respective powers and duties hereunder.
- 53. Nothing in this Order shall prevent the Monitor from acting as an interim receiver, a receiver, a receiver and manager, or a trustee in bankruptcy of the Morris Group, the Business or the Property.

54. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States, to give effect to this Order and to assist the Morris Group, the Monitor and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested:
- (a) to make such orders and to provide such assistance to the Morris Group and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order;
 - (b) to grant representative status to the Monitor in any foreign proceeding; and
 - (c) to assist the Morris Group and the Monitor and their respective agents in carrying out the terms of this Order.
55. The Morris Group and the Monitor shall be at liberty and are hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and the Monitor is authorized and empowered to act as a representative in respect of these proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.
56. Any interested Person (including the Morris Group and the Monitor) may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to any other party or parties likely to be affected by the order sought or upon such other notice, if any, as this Court may order.
57. Nothing in this Order shall derogate from the rights conferred and obligations imposed by the CCAA.
58. This Order and all of its provisions are effective as of 12:01 a.m. Saskatchewan Time on the date of the issuance of this Order.

ISSUED at the City of Saskatoon, in the Province of Saskatchewan, this 16th day of January, 2020.


X. PWO

DEPUTY LOCAL REGISTRAR

This Order was delivered by:

McDougall Gauley LLP, counsel for the applicants, 101098672 Saskatchewan Ltd., Morris Industries Ltd., Morris Sales and Service Ltd., Contour Realty Inc., and Morris Industries (USA) Inc.

Name of lawyer in charge of file: Ian A. Sutherland / Craig Frith
Address of legal firm: 500-616 Main Street, Saskatoon, SK S7H 0J6
Telephone / Facsimile: (306) 653-1212 / (306) 652-5432
Email address: isutherland@mcdougallgauley.com
cfrith@mcdougallgauley.com

TO: Local Registrar, Judicial Centre of Saskatoon
AND TO: The recipients listed in the service list.

SCHEDULE "A"
SERVICE LIST

NAME, ADDRESS, EMAIL ADDRESS, and FAX NUMBER	COUNSEL FOR (OR ON BEHALF OF)
McDougall Gauley LLP Attention: Ian A. Sutherland Phone: (306) 665-5417 FAX: (306) 664-4431 Email: isutherland@mcdougallgauley.com Craig Frith Phone: (306) 665-5432 FAX: (306) 664-4431 Email: cfrith@mcdougallgauley.com	The Morris Group Attention: Timothy Lee Email: tlee@kirchnergroup.com Casey Davis Email: casey@kc5holdings.com Kevin Adair Email: kadair@morris-industries.com Cameron Johnson Email: cameron.johnson@johnsonadvisory.ca
Burnet, Duckworth & Palmer LLP Attention: David LeGeyt Phone: (403) 260-0210 Email: dlegety@bdplaw.com	Bank of Montreal Attention: Sandy Hayer Email: SANDY.HAYER@bmo.com
MLT Aikins LLP Attention: Jeff Lee, Q.C. Phone: (306) 975-7136 Fax: (306) 975-7145 Email: jmlee@mltaikins.com Ryan Zahara Phone: (403) 693-5420 Fax: (403) 508-4349 Email: rzahara@mltaikins.com	Alvarez & Marsal Canada Inc. Attention: Orest Konowalchuk Phone: (403) 538-4736 Email: okonowalchuk@alvarezandmarsal.com Chad Artem Phone: (403) 538-7518 Email: cartem@alvarezandmarsal.com
McCarthy Tetrault LLP Attention: Walker W. MacLeod Phone: (403) 260-3710 Email: wmacleod@mccarthy.ca	Avrio Subordinated Debt Limited Partnership II and 2040842 Alberta Ltd.
Gowling WLG Attention:	Trumpf Finance, A Unit of SG Equipment Finance USA Corp. 480 Washington Blvd 24th Floor

Caireen E. Hanert Phone: (403) 298-1992 Email: caireen.hanert@gowlingwlg.com	Jersey City NJ USA 07310
Cassels Brock & Blackwell LLP Attention: Mary I.A. Buttery, Q.C. Phone: (604) 691 6118 Email: mbuttery@cassels.com	De Lage Landen Financial Services Canada Inc. #600-2103 11 th Avenue Regina, SK S4P 3Z8
Miller Thomson LLP Attention: Kevin W. Plowman Phone: (403) 298-2411 Email: kplowman@millerthomson.com	Farm Credit Canada Kubota Canada Ltd. 1500-1874 Scarth Street Regina, SK S4P 4E9
NAME, ADDRESS, EMAIL ADDRESS, and FAX NUMBER	PARTIES WITHOUT COUNSEL
Wells Fargo Commercial Distribution Finance 1290 Central Pkwy W Suite 1100 Mississauga ON L5C 4R3	ISC Mailing Address Wells Fargo Commercial Distribution Finance 1500-1874 Scarth Street Regina, SK S4P 4E9 Attention: To Whom It May Concern ISC Physical Address 22 Adelaide Street West Suite 2200 Toronto, ON M5H 4E3

SCHEDULE "B"

NOTICE

[Date]

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

RE: IN THE MATTER OF AN ORDER UNDER THE *COMPANIES' CREDITORS ARRANGEMENT ACT* OBTAINED BY [NAME OF APPLICANT]

[APPLICANT] has obtained an Order of the Court of Queen's Bench for Saskatchewan under the *Companies' Creditors Arrangement Act* (the "**Order**"). A copy of the Order is posted on the Case Website: [www.*](#)

You are being given notice of the Order as you are a creditor of [APPLICANT] or the Order may affect your rights.

You may wish to monitor these proceedings. If you wish to do so, you may obtain up to date information respecting all court matters, including court applications and Monitor's reports by accessing the Case Website.

If at any time, you would like to be served with court documents relating to further proceedings in relation to this matter, please review the Electronic Case Information and Service Protocol (the "**Protocol**") set forth in Schedule "C" to the Order and complete and transmit a Request for Electronic Service (or where permitted a Request for Facsimile Service) to each of the following persons:

1. [Name of the Applicant]
c/o [Name and address of counsel for the Applicant]
Attention:
Email:
2. [Name of the Monitor]
c/o [Name and address of counsel for the Monitor]
Attention:
Email:

If you do not properly complete a Demand for Notice and forward the Demand for Notice by email to each of the above-referenced persons indicating that you require to be served with court documents in these proceedings, then you will not receive, nor will you be entitled to receive, any further notice of the proceedings.

Yours truly,

SCHEDULE "C"
ELECTRONIC CASE INFORMATION AND SERVICE PROTOCOL

APPLICATION

1. This Electronic Case Information and Service Protocol shall apply to this proceeding except as otherwise ordered by the Court.

DEFINITIONS

2. For the purposes of this Protocol, the following capitalized terms shall have the meanings ascribed below:
 - (a) "**Case Website**" means the website referenced in paragraph 40 of the Implementation Order;
 - (b) "**Court**" means the Court of Queen's Bench for Saskatchewan, sitting in bankruptcy if applicable;
 - (c) "**Court Document**" means a document in this proceeding which must be served for the purposes of this proceeding and/or is to be filed, or has been filed or issued in the Court, including:
 - (i) originating applications;
 - (ii) notices of application;
 - (iii) affidavits;
 - (iv) reports of a Court Officer;
 - (v) briefs of law;
 - (vi) books of authorities;
 - (vii) draft orders;
 - (viii) fiats; and
 - (ix) issued orders;
 - (d) "**Court Officer**" means the receiver, monitor or proposed trustee appointed by or reporting to the Court in this proceeding;
 - (e) "**Creditor List**" means the list of creditors to be compiled in accordance with the terms of the Implementation Order;
 - (f) "**Email**" means electronic mail transmitted to a specified addressee or addresses;
 - (g) "**Email Address List**" means the Word Format list provided for in paragraph 23 of this Protocol;
 - (h) "**Hyperlink**" means an active link located within an Email message or on a website, by which means an interested person can click to be linked to a document or part of a document on the Case Website;

- (i) **"Implementation Order"** means the order of the Court to which this Protocol is scheduled, and by which this Protocol is implemented;
- (j) **"PDF Format"** means the Portable Document Format compatible with a number of programs, including Adobe Acrobat and Acrobat Reader;
- (k) **"Protocol"** means this Electronic Case Information and Service Protocol;
- (l) **"Request for Electronic Service"** or **"RES"** means a request in the form appended to this Protocol as Appendix 1;
- (m) **"Request for Facsimile Service"** or **"RFS"** means a request in the form appended to this Protocol as Appendix 2;
- (n) **"Request for Removal from Service List"** or **"RFR"** means a request in the form appended to this Protocol as Appendix 3;
- (o) **"Service List"** means the list to be created pursuant to paragraphs 16 to 19 of this Protocol;
- (p) **"Service List Keeper"** means the person(s) appointed to keep the Service List pursuant to paragraph 16 of this Protocol;
- (q) **"Supplementary Email Address List"** has the meaning given to it in paragraph 26(b) of this Protocol;
- (r) **"Supplementary Service List"** has the meaning given to it in paragraph 26(a) of this Protocol;
- (s) **"URL"** means a Uniform Resource Locator which acts as an address for a webpage or Hyperlink;
- (t) **"Web Host"** means that person or persons appointed by the Court Officer for the purposes of hosting and maintaining the Case Website and receiving and posting case information to the Case Website as provided for in the Implementation Order and in this Protocol; and
- (u) **"Word Format"** means a format compatible with Microsoft Word

CASE WEBSITE

- 3. The Case Website shall be established in accordance with the Implementation Order.
- 4. The Case Website shall be hosted by the Web Host.
- 5. The Case Website shall be designed to ensure easy public access thereto and to any documents posted thereon. The Case Website shall be specifically devoted to the posting, organization, storage and display of electronic versions of Court Documents and other related documents as provided for herein.
- 6. The Web Host shall post the following categories of documents, as served or to be served:
 - (a) originating applications;
 - (b) notices of application;

- (c) affidavits, including exhibits, and other material filed by a moving or responding party with respect to an application;
 - (d) briefs and written arguments filed by any party with respect to an application;
 - (e) books of authorities (where the Web Host, in its discretion, determines that a book of authorities should be posted);
 - (f) reports filed by the Court Officer;
 - (g) orders, fiats, endorsements and judgments;
 - (h) the current version of the Service List and Email Address List;
 - (i) the name and Email address of each of the Service List Keeper(s) and the Web Host(s); and
 - (j) any document that requires dissemination to interested parties, such as summaries of claims processes, proof of claim forms, notices of creditor meetings, plan disclosure statements, plans of reorganization and voting letters, as requested by a party or the Court Officer.
7. Documents that have been sealed by Court order and documents in respect of which sealing orders have been or are being requested shall not be posted on the Case Website.
 8. The Web Host may post other case-related information to the Case Website in its discretion. Nothing in this Protocol shall affect any requirements set out in any legislation or regulations with respect to the posting of documents to a website by the Court Officer.
 9. To the extent practicable, the Web Host shall post links to foreign proceedings related to this proceeding on the Case Website.
 10. If the Web Host is uncertain whether a document should be posted on the Case Website, the Web Host may seek directions from the Court.
 11. Any party intending to bring an application in this proceeding shall, if reasonably practicable, provide an electronic copy of Court Documents to be served to the Web Host for posting on the Case Website prior to service to facilitate service by use of Hyperlink.
 12. The Web Host shall use its best efforts to post documents provided to it by a party to these proceedings in PDF Format on the Case Website as soon as practicable.
 13. The Web Host shall maintain the Case Website for a period of at least six months after the earlier of the completion of this proceeding or the discharge of the Court Officer.
 14. The Web Host is entitled to charge for the time spent maintaining the Case Website at its usual hourly rates. No additional charges or fees may be claimed with respect to the establishment and maintenance of the Case Website.
 15. The Web Host shall use its best efforts to maintain the Case Website in a current and complete state. In addition to any other protection that may be available to the Web Host by statute or court order the Web Host shall incur no liability or obligation in carrying out the provisions of this Protocol and, in particular, with respect to the creation and maintenance of the Case Website, except as a result of any gross negligence or wilful misconduct on the part of the Web Host.

SERVICE LIST

16. Prior to serving notice of the Implementation Order, the Court Officer shall designate and identify, in conjunction with service thereof, a person or persons who shall be responsible for keeping the Service List in this proceeding (the "**Service List Keeper**").
17. Following service of the Implementation Order, the Service List Keeper shall prepare the initial Service List for this proceeding, which shall include:
 - (a) counsel for the applicant in the proceeding;
 - (b) the Court Officer appointed in the matter and counsel for the Court Officer; and
 - (c) counsel for any party who appeared at the application giving rise to the Implementation Order.
18. Thereafter, the Service List Keeper shall add to the Service List in a timely manner:
 - (a) any person completing and delivering to the Service List Keeper a Request for Electronic Service (or RES) in the form contained in Appendix 1;
 - (b) any person (other than legal counsel, who are required to receive service by Email) completing and delivering to the Service List Keeper a Request for Facsimile Service (or RFS) in the form contained in Appendix 2, in which they certify that they do not have access to Email; and
 - (c) any other person as the Court may order.
19. The Service List shall list names, addresses, Email addresses, facsimile numbers (where permitted pursuant to this Protocol) and telephone numbers (if available) of the persons thereon.
20. Upon adding a person to the Service List, the Service List Keeper shall send an Email (or where permitted, facsimile) message to that person identifying themselves as the Service List Keeper and advising that:
 - (a) the person has been placed upon the Service List,
 - (b) Court Documents will be validly served upon the person by Email (or where permitted, facsimile); and
 - (c) any person on the Service List may serve Court Documents on any other person on the Service List in accordance with this Protocol.
21. Any person on the Service List may request in writing that the Service List Keeper remove that person by delivering a Request for Removal from Service List (or RFR) in the form contained in Appendix 3. Upon receipt of any such request, the Service List Keeper shall comply with the request. Subject to order of the Court, upon removal, any such person will no longer be entitled to service of documents or notice of further proceedings.
22. Those persons who are interested in monitoring a proceeding but are not required to be served with Court Documents are not to be placed on the Service List. Such persons should monitor this proceeding by accessing the Case Website.
23. In addition to the Service List, the Service List Keeper shall create and maintain a document, capable of being copied in Word Format, which contains the up to date Email addresses of all persons on the Service List (the "**Email Address List**"). The purpose of the Email Address List is to allow persons on the Service List to copy and paste the Email addresses of the persons listed on

the Service List into Emails for the purpose of serving Court Documents. This process is designed to avoid service of Court Documents using out of date or inaccurate Service Lists, and to discourage the undesirable practice of serving Court Documents by a "reply to all" on a previous Email.

24. The Service List Keeper shall, on a timely and periodic basis, provide an updated copy of the Service List and of the Email Address List to the Web Host for posting on the Case Website.
25. The Service List Keeper shall use its best efforts to maintain the Service List and Email Address List in a current and accurate state. In addition to any other protection that may be available to the Service List Keeper by reason of statute or court order, the Service List Keeper shall incur no liability in carrying out the provisions of this Protocol and, in particular, with respect to the creation or maintenance of the Service List and Email Address List, except for any gross negligence or wilful misconduct on its part.
26. During the course of this proceeding, certain applications may require service of Court Documents on respondents with an interest in that particular application only (for example, service on lien claimants with an interest only in a specific property which is the subject of a proposed sale approval and vesting order). In such circumstances:
 - (a) the party bringing the application shall prepare a service list identifying only the respondents that the applicant is required to serve or otherwise wishes to serve (a "**Supplementary Service List**");
 - (b) the party bringing the application shall prepare an Email address list corresponding to the Supplementary Service List (a "**Supplementary Email Address List**");
 - (c) the body of the original service Email shall note that the entire Service List has not been served;
 - (d) the party bringing the application shall append the Supplementary Service List and Supplementary Email Address List to the original service Email; and
 - (e) the affidavit of service with respect to that application shall include the Supplementary Service List.

SERVICE OF DOCUMENTS

27. Unless otherwise ordered by the Court, and except as provided herein, Email shall be the required mechanism to serve Court Documents on those persons referenced on the Service List.
28. All Court Documents shall be served by Email by way of a PDF Format file attached to, or by Hyperlink to such Court Document(s) embedded in, a service Email.
29. Any party wishing to serve a Court Document in this proceeding shall serve them upon the recipients listed in the current the Email Address List posted on the Case Website, as well as any recipients listed in the Service List entitled to service other than by e-mail pursuant to this Protocol. If possible, the serving party shall first make enquiries of the Service List Keeper to determine if the Service List Keeper is aware of any person who has filed a request to be added to the Service List or the Email Address List who has not yet been added.
30. Originating Applications, Notices of Application and any other document specified by court order shall be appended in PDF Format to the service Email.

31. All other documents shall, unless it is impracticable to do so by reason of time constraints or otherwise, be served by way of a Hyperlink embedded in the service Email, in accordance with the following:
- (a) Any party filing material with the Court in these proceedings may request that the Web Host post documents (including Court Documents) to the Case Website. Any such document shall be provided in PDF Format. The Web Host shall post such documents as soon as practicable. The Web Host shall retain the discretion to refuse documents which do not appear to comply with the requirements of this Protocol. The Web Host shall inform the party providing documents immediately upon posting, and provide Hyperlink information for each such document.
 - (b) Where a party is serving more than one document by Email by way of Hyperlink, the service Email shall specify each document being served and shall include a separate Hyperlink for each such document being served.
32. A service Email shall:
- (a) clearly state in the subject line of the Email:
 - (i) notification that a Court Document is being served;
 - (ii) a recognizable short form name of this proceeding; and
 - (iii) the nature of this proceeding or the order being served;
 - (b) identify the document(s) being served and:
 - (i) where the document(s) is/are attached, so indicate, with the identified documents attached in PDF Format with identifying filenames;
 - (ii) where the document(s) is/are being served by Hyperlink, so indicate and link the document(s) by Hyperlink to the Case Website. Where a party is serving more than one document in this manner, the service Email shall specify each document being served and shall include a separate Hyperlink for each such document being served;
 - (c) identify the party serving the Court Document; and
 - (d) provide the date of the proceeding and any other specific information with respect to the proceeding such as, for example, a specific commencement time or court location if known, in substantial accordance with format set forth in Appendix 4.
33. Where service by facsimile is authorized:
- (a) the transmission shall contain a copy of the service Email and of any document attached thereto;
 - (b) the facsimile cover sheet shall contain the following notation:

You are being served by fax with court documents, pursuant to the Order of the Court of Queen's Bench for Saskatchewan made <insert date> and in particular, the provisions of paragraphs <insert paragraph numbers> thereof. You may view that Order at the Case Website, and this transmission and reference to that document constitutes service of that Order upon you.

Particulars of the documents to be served and other information related to the associated Court matter are contained in the message following.

Please note that documents referenced in the following message but which are not attached to this transmission may be viewed at the Case Website located at <insert a list of documents and the URL for each document>.

34. Upon serving documents not already posted on the Case Website, the serving party shall immediately send an electronic copy of each to the Web Host, with a request to post the documents.
35. If a serving party receives notification of an Email or facsimile transmission failure, they shall make reasonable efforts to ensure that successful transmission of the Court Document occurs or that the Court Documents and related information come to the attention of the intended recipient or his or her firm.
36. Even though a Court Document has been served in accordance with this Protocol, a person may show that the Court Document:
 - (a) did not come to the person's notice;
 - (b) came to the person's notice later than when it was served or effectively served; or
 - (c) was incomplete or illegible.
37. Each party serving a Court Document in accordance with this Protocol shall prepare an affidavit of service containing the particulars of the service including the Service List served, the Email addresses to which Court Documents were sent and the time of the Emailing. A copy of the affidavit of service shall be filed with the Court.
38. Where, by the nature of the matter before the Court, it is appropriate to serve persons that are not on the Service List, any Court Document may be served as follows:
 - (a) if the person is listed on the Creditor List, by prepaid ordinary mail, courier, personal delivery, facsimile or other electronic transmission to such person at their respective addresses as last shown on the Creditor List, in which case service shall be deemed to have been effected if sent by personal delivery, on the date of delivery; if sent by courier, facsimile or other electronic transmission, on the next business day following the date of forwarding thereof; or if sent by prepaid ordinary mail, on the seventh day after mailing;
 - (b) if the person is not listed on the Creditor List, by prepaid ordinary mail, courier, personal delivery, facsimile or other electronic transmission to such persons at their respective addresses as last shown on the records of the applicant or the Court Officer or as otherwise publicly available; and
 - (c) otherwise, by service effected in accordance with *The Court of Queen's Bench Rules*.

APPENDIX 1

REQUEST FOR ELECTRONIC SERVICE ("RES")

Please refer to important notes below.

COURT OF QUEEN'S BENCH FOR SASKATCHEWAN In Bankruptcy and Insolvency	
In the Matter of the ☒ CCAA ☐ Receivership ☐ BIA Proposal ☐ Other _____ of: 101098672 Saskatchewan Ltd., Morris Industries Ltd., Morris Sales and Service Ltd., Contour Realty Inc., and Morris Industries (USA) Inc. (collectively, the "Debtor") www.alvarezandmarsal.com/morris	
Legal Counsel to Person listed below: (please provide firm name, lawyer's name, address and Email address) Please indicate your preference (by checking applicable box below): ☐ Serve counsel only ☐ Serve counsel & person listed below	Law Firm Name: _____ Lawyer Name: _____ Address: _____ _____ Email address: _____
Name of Person requesting Service: (please provide full legal name, address, Email address and describe legal relationship to the Debtor)	Name: _____ Address: _____ _____ Email address: _____
Date: (insert current date)	Date: _____

I acknowledge having read the Saskatchewan Court of Queen's Bench Electronic Case Information and Service Protocol. I hereby request to be placed on the Service List. By so doing, I agree that the person(s) named above that each accepts service by electronic means in this matter and will be bound by that service:

Name and Position of Person Making Request

PLEASE RETURN SIGNED COPY OF FORM TO: Fashia Richards: frichards@mcdougallgauley.com
Telephone: 306-565-5115

IMPORTANT NOTES

1. The Service List is intended to provide a timely and efficient method for effecting service in bankruptcy and insolvency in accordance with the Electronic Case Information and Service Protocol, a copy of which has been posted at www.alvarezandmarsal.com/morris.
2. Persons interested solely in monitoring the proceedings should do so by reference to the Case Website noted above and should not request to be placed on the Service List.
3. By filing this RES form, you hereby agree that that you and any other person referenced herein accepts service by facsimile transmission as the sole means of service and will be bound by that service.
4. Parties residing outside of Saskatchewan should consider whether, based on substantive law, the delivery of an RES constitutes an attornment to the Saskatchewan proceedings.

APPENDIX 2

REQUEST FOR FACSIMILE SERVICE ("RFS")

(only available to parties not having access to Email)

Please refer to important notes below.

COURT OF QUEEN'S BENCH FOR SASKATCHEWAN	
In Bankruptcy and Insolvency	
In the Matter of the	
☒ CCAA ☐ Receivership ☐ BIA Proposal ☐ Other _____	
of:	
101098672 Saskatchewan Ltd., Morris Industries Ltd., Morris Sales and Service Ltd., Contour Realty Inc., and Morris Industries (USA) Inc. (the "Debtor")	
www.alvarezandmarsal.com/morris	
Name of Person requesting Service: (please provide full legal name, address, Email address and describe legal relationship to the Debtor)	Name: _____ Address: _____ _____ Facsimile number: _____
Date: (insert current date)	Date: _____

I acknowledge having read the Saskatchewan Court of Queen's Bench Electronic Case Information and Service Protocol. I hereby request to be placed on the Service List.

I hereby certify that I do not have access to Email, and that I require to be given notice of and to be served with documents by way of facsimile transmission.

By so doing, I agree that I accept service by facsimile in this matter and will be bound by that service:

Name and Position of Person Making Request

PLEASE RETURN SIGNED COPY OF FORM TO Fashia Richards: Telephone: 306-565-5115 /
Facsimile: 306-359-0785

IMPORTANT NOTES:

1. The Service List is intended to provide a timely and efficient method for effecting service in bankruptcy and insolvency in accordance with the Electronic Case Information and Service Protocol, a copy of which has been posted at www.alvarezandmarsal.com/morris.
2. Persons interested solely in monitoring the proceedings should do so by reference to the Case Website noted above and should not request to be placed on the Service List.
3. By filing this RFS form, you hereby agree that you accept service by facsimile transmission as the sole means of service and will be bound by that service.
4. Parties residing outside of Saskatchewan should consider whether, based on substantive law, the delivery of an RFS constitutes an attornment to the Saskatchewan proceedings.

APPENDIX 3

REQUEST FOR REMOVAL FROM SERVICE LIST ("RFR")

Please refer to important notes below.

COURT OF QUEEN'S BENCH FOR SASKATCHEWAN	
In Bankruptcy and Insolvency	
In the Matter of the	
☒ CCAA ☐ Receivership ☐ BIA Proposal ☐ Other _____	
of:	
101098672 Saskatchewan Ltd., Morris Industries Ltd., Morris Sales and Service Ltd., Contour Realty Inc., and Morris Industries (USA) Inc. (the "Debtor")	
www.alvarezandmarsal.com/morris	
Name of Person or Counsel requesting Removal from Service List: (please provide full legal name, address, Email address (or facsimile number)	Name: _____ Address: _____ _____ Email address: _____
Date: (insert current date)	Date: _____

I wish to opt out of all further notice of these proceedings, and hereby request to be removed from the Service List.

I understand and acknowledge that delivery of this request to any party to this proceeding relieves all parties to this proceeding from any requirement to provide further notice of any steps in these proceedings to me.

I hereby represent that I am the person named above or have authority to deliver this request on behalf of such person.

Name and Position of Person Making Request

PLEASE RETURN SIGNED COPY OF FORM TO

Fashia Richards: frichards@mcdougallgauley.com | Telephone: 306-565-5115

APPENDIX 4

FORMAT FOR SERVICE EMAILS

TO: <Email addresses of parties to be served>
FROM: <Email address of party serving documents>
SUBJECT: Service of Court Documents - QB No. * of * (<Name of Judicial Centre>) - <Nature of Proceeding or Order Being Served>

ATTACHMENTS: <Documents Attached to Email>

You are hereby served with the Court Documents referenced below by <Name of Counsel> of <Name of Firm>, legal counsel for <Name of Party Represented> <Email address for service of counsel serving>.

The following Court Documents for service are attached to this Email:

<u>Name of Document</u>	<u>Filename</u>
<enumerated list of documents and filenames>	

The following Court Documents for service are posted on the Case Website and can be accessed by way of the links embedded in the filenames below:

<u>Name of Document</u>
<enumerated list of documents with embedded Hyperlinks>

[If required] This matter will be heard on <day>, <date> at <time> before <Justice of the Court if known> at the courthouse at <City>, located at <address>.

This Email is effecting service of court documents pursuant to the Order of the Court of Queen's Bench made <insert date > and in particular, the provisions of paragraphs <insert paragraph numbers> thereof. You may view that Order by clicking <here (with embedded link)>, and this Email constitutes service of that order upon you.

You are receiving this Email because you have filed a request for service of documents in this proceeding with <Name of Service List Keeper>. If you do not wish further notice of these proceedings (which includes service of all court documents) you may contact <Name of Service List Keeper> at <Email address with embedded link>, and ask to be removed.