

COURT FILE NUMBER QB No. 1884 of 2019

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

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.

BRIEF OF LAW OF THE MONITOR, ALVAREZ & MARSAL CANADA INC.

(Distribution, Partial Discharge, and Partial Extension of Stay of Proceedings)

Hearing Date: March 26, 2021

MLT AIKINS

1201, 409 3rd Avenue South
Saskatoon SK S7K 5R5

I. INTRODUCTION

1. This brief is provided in support of an application by Alvarez & Marsal Canada Inc. (the "**Monitor**"), the Court-appointed Monitor of 101098672 Saskatchewan Ltd., Morris Industries Ltd., Morris Sales and Service Ltd., Contour Realty Inc., and Morris Industries (USA) Inc. (collectively, the "**Morris Group**" or the "**Debtors**") for an Order, *inter alia*:
 - (a) discharging the Monitor as Monitor in respect of 101098672 Saskatchewan Ltd., Morris Industries Ltd., Morris Sales and Service Ltd., and Morris Industries (USA) Inc. (but not of Contour Realty Inc.);
 - (b) adjudging and declaring that, based upon the evidence that is currently before this Honourable Court in regard to the actions of the Monitor:
 - (i) the Monitor has acted honestly and in good faith, and has carried out the Monitor's mandate in a commercially reasonable manner;
 - (ii) the Monitor has satisfied all of its duties and obligations pursuant to the Monitor's mandate;
 - (iii) 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;
 - (iv) the Monitor has never had and shall not in the future have any liability in regard to any act or omission of the Debtors, including, without limitation, in relation to the business of the Debtors, 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 Debtors; and
 - (v) 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;
 - (c) staying and extinguishing any claims against the Monitor in connection with the Monitor's mandate; and

- (d) terminating these proceedings (the “**CCAA Proceedings**”) pursuant to the *Companies’ Creditors Arrangement Act*, RSC 1985, c C-36 (the “**CCAA**”) insofar as they pertain to 101098672 Saskatchewan Ltd., Morris Industries Ltd., Morris Sales and Service Ltd., and Morris Industries (USA) Inc. (but not to Contour Realty Inc.), including by terminating the Interim Lender’s Charge, and stay of proceedings established in the Amended and Restated Initial Order granted in these proceedings by the Honourable Mr. Justice R.S. Smith on January 16, 2020 (the “**ARI Order**”) as extended and amended from time to time by subsequent Orders of the Court.

II. **FACTS AND BACKGROUND**

2. The facts relied upon by the Monitor in support of its application are set forth in the Sixteenth Report of the Monitor dated March 23, 2021 (the “**Sixteenth Report**”).

III. **ISSUES**

3. This Brief of Law addresses the following issues, namely:
- (a) What is the source of this Honourable Court’s jurisdiction to partially terminate the CCAA Proceedings, and partially discharge the Monitor, upon the proposed terms?
 - (b) Should this Honourable Court partially terminate the CCAA Proceedings, and partially discharge the Monitor, upon the proposed terms?

IV. **ARGUMENT**

A. **The Court’s Jurisdiction To Terminate CCAA Proceedings On Appropriate Terms Is Well Established**

4. The CCAA provides, *inter alia*, as follows:

General power of court

11 Despite anything in the *Bankruptcy and Insolvency Act* or the *Winding-up and Restructuring Act*, if an application is made under this Act in respect of a debtor company, the court, on the application of any person interested in the matter, may, subject to the restrictions set out in this Act, on notice to any other person or without notice as it may see fit, make any order that it considers appropriate in the circumstances.

...

Duties and functions

23 (1) The monitor shall...

(h) if the monitor is of the opinion that it would be more beneficial to the company’s creditors if proceedings in respect of the company were taken

under the *Bankruptcy and Insolvency Act*, so advise the court without delay after coming to that opinion...

Monitor not liable

(2) If the monitor acts in good faith and takes reasonable care in preparing the report referred to in any of paragraphs (1)(b) to (d.1), the monitor is not liable for loss or damage to any person resulting from that person's reliance on the report.

5. These provisions evidence a broad general discretion by which the Court can make such orders as are reasonably necessary for the proper and efficient functioning of insolvency proceedings. Prior Orders granted by this Honourable Court in CCAA proceedings establish that the termination of CCAA proceedings upon appropriate terms, including protections for the former Monitor, may be granted in a form which is similar to the protections available to a discharged Receiver pursuant to the Saskatchewan Template Distribution and Discharge Order.¹

B. The CCAA Proceedings Should Be Terminated, And The Monitor Partially Discharged, Upon The Proposed Terms

6. The active business of the Morris Group has been sold, pursuant to a Sale Approval and Vesting Order granted by the Honourable Mr. Justice R.W. Elson on March 5, 2021. Only certain limited work needs to be done in relation to the Debtors. Contour Realty Inc. owns certain real property in Yorkton, Saskatchewan and Virden, Manitoba which still needs to be sold, but only routine administrative tasks remain in relation to the other Debtors (101098672 Saskatchewan Ltd., Morris Industries Ltd., Morris Sales and Service Ltd., and Morris Industries (USA) Inc.).
7. The Monitor has worked diligently in the more than 14 months since its appointment (and more than 13 months since being granted enhanced powers and responsibilities pursuant to the Order (Enhancement of Monitor's Powers) granted by the Honourable Mr. Justice R.W. Elson on February 18, 2020 (the "**EMP Order**")) to effect a sale of the business of Morris Group. Since the granting of the EMP Order, Morris Group has had no directors or officers, so the Monitor had been operating the Debtors' manufacturing business in order to preserve enterprise value for the eventual buyer, to the benefit of the secured creditors. As discussed in detail in the sixteen reports (plus appendices and supplements) filed in the course of the CCAA Proceedings, the Monitor has acted at all times in good faith and with due diligence.
8. As detailed in the Sixteenth Report, the Monitor is satisfied that the affairs of 101098672 Saskatchewan Ltd., Morris Industries Ltd., Morris Sales and Service Ltd., and Morris Industries

¹ See e.g. *Re Advance Engineered Products Ltd.* (26 April 2015), QB No 464 of 205, Judicial Centre of Saskatoon (Sask QB, Scherman J); and *Re 101133330 Saskatchewan Ltd. [Orr Centre]* (26 June 2019), QBG 643 of 2016, Judicial Centre of Saskatoon (Sask QB, Meschishnick J).

(USA) Inc. can be effectively managed in bankruptcy and receivership proceedings pursuant to the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3.

V. CONCLUSION

9. As a result of the foregoing, the Monitor respectfully submits that an Order (Distribution and Partial Termination of Proceedings) should be granted in the form of the draft Order filed.

ALL OF WHICH is respectfully submitted at Saskatoon, Saskatchewan, this 23 day of March, 2021.

MLT AIKINS LLP

Per: 
Jeffrey M. Lee, Q.C. and Paul Olfert
Solicitors for the Monitor, Alvarez & Marsal Canada
Inc.

CONTACT INFORMATION AND ADDRESS FOR SERVICE:

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Lawyer in charge of file:	Jeffrey M. Lee, Q.C. and Paul Olfert
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Email address:	JMLee@mltaikins.com / POlfert@mltaikins.com

VI. LIST OF AUTHORITIES

- A.** *Re Advance Engineered Products Ltd.* (26 April 2015), QB No 464 of 205, Judicial Centre of Saskatoon (Sask QB, Scherman J).
- B.** *Re 101133330 Saskatchewan Ltd. [Orr Centre]* (26 June 2019), QBG 643 of 2016, Judicial Centre of Saskatoon (Sask QB, Meschishnick J).

**DUPLICATE
ORIGINAL**

COURT FILE NUMBER **454 of 2015**
COURT OF QUEEN'S BENCH FOR SASKATCHEWAN
JUDICIAL CENTRE **SASKATOON**
APPLICANT **ADVANCE ENGINEERED PRODUCTS LTD.**

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

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF ADVANCE
ENGINEERED PRODUCTS LTD.**

ORDER

**(Order to Comply, Final Distribution, Approval of Actions and Discharge of Monitor, and
Termination of Proceedings)**

Before the Honourable Mr. Justice B.J. Scherman in Chambers the 26th day of April, 2016.

On the application of Jeffrey M. Lee, Q.C. and Paul Olfert, counsel on behalf of the Applicant, AEP MFG Ltd. (known prior to October 1, 2015 as Advance Engineered Products Ltd.) ("Old AEPL"), and upon reading the Order (Extension, Interim Distributions) of the Honourable Mr. Justice N.G. Gabrielson granted in these proceedings on October 22, 2015 (the "**Interim Distribution Order**") and the Notice of Application dated April 11, 2016, the Seventh Report of the Monitor dated April 20, 2016 (the "**Seventh Monitor's Report**"), and a proposed draft Order, all filed; and the pleadings and proceedings herein:

The Court orders:

1. Words and phrases contained in this Order which begin with capital letters and which are not otherwise defined shall have the same respective meanings ascribed thereto in the Initial Order pronounced in these proceedings on April 10, 2015 by the Honourable Mr. Justice N.G. Gabrielson (the "**Initial Order**").

Order to Comply

2. Scout Logistics Corporation shall forthwith pay to the Monitor the sum of \$15,120 in regard to post-filing payments paid to Scout Logistics Corporation by the Monitor.

Final Distribution

3. The following provisions of the Interim Distribution Order which required the Monitor to hold back the following amounts are no longer required and shall be of no further force or effect, namely:

- a) paragraph 5(a) of the Interim Distribution Order (which required the Monitor to hold back the amount of \$762,274.00 on account of a priority claim of Canada Revenue Agency against Old AEPL for unremitted Goods and Services Tax pending final determination by the Monitor of the validity of such claim) is no longer required and shall be of no further force or effect;
 - b) paragraph 5(b) of the Interim Distribution Order (which required the Monitor to hold back the amount of \$451,500.00 in regard to disputed claims filed by M. Radley Enterprises Ltd. and Coast Capital Equipment Finance, plus \$45,000.00 on account of their claim for costs) is no longer required and shall be of no further force or effect;
 - c) paragraph 5(c) of the Interim Distribution Order (which required the Monitor to hold back the amount of \$250,000.00 in regard to prospective claims of employees of Old AEPL pursuant to section 81.3 of the *Bankruptcy and Insolvency Act*, RSC 1985, c. B-3) is no longer required and shall be of no further force or effect; and
 - d) paragraph 9 of the Interim Distribution Order (which required the Monitor to hold back the amount of \$75,000.00 in regard to the builders' lien claim formerly registered in favour of Certified Plumbing & Heating Ltd. against Saskatchewan Surface Parcel #161756545, Reference Land Description Lot B Blk/Par 17 Plan No. 75R26083 Extension 1, as shown on Plan 101899581 as Interest Register #120767340 in the amount of \$71,037.48) is no longer required and shall be of no further force or effect.
4. The disputed claim made by M. Radley Enterprises Ltd. and by Coast Capital Finance is allowed in the sum of \$248,250.00. The Monitor shall pay the aforementioned sum in satisfaction of the disputed claim to the assignee thereof, being Royal Bank of Canada (the "**Agent**"), as agent for the senior lenders of Old AEPL, namely: Royal Bank of Canada, Bank of Montreal and Canadian Western Bank (the "**Lending Syndicate**").
5. Subsequent to the Monitor making payment (or allowance for payment) of:
- a) the disputed claim made by M. Radley Enterprises Ltd. and by Coast Capital Finance Ltd. (in the manner contemplated in paragraph 4 hereof);
 - b) the professional fees and disbursements of the Monitor (in the manner contemplated below in paragraph 8 hereof); and
 - c) the professional fees and disbursements of legal counsel to the Monitor (in the manner contemplated below in paragraph 9 hereof);

unless, within 30 days after the date of this Order an application (a "**Subsequent Application**") is filed and served upon the Monitor seeking a distribution of the funds other than as provided

herein, the Monitor shall be and is hereby authorized and directed to distribute the Remaining Assets (as that phrase is defined in paragraph 49 of the Seventh Monitor's Report) to the Agent, free and clear of any and all claims, liens and encumbrances. If a Subsequent Application is filed within 30 days after the date of this Order and it only relates to a portion of the Remaining Assets held by the Monitor, the Monitor shall be and is hereby authorized and directed to pay the balance of the Remaining Assets to the Agent on behalf of the Lending Syndicate free and clear of any and all claims, liens and encumbrances.

6. Subject to paragraphs 5(a) and 5(b) hereof, the Remaining Assets (as that phrase is defined in paragraph 49 of the Seventh Monitor's Report) shall be and are hereby vested in the Agent, for the benefit of the Lending Syndicate.

Approval of Activities and Fees of Professionals

7. The following Monitor's Reports and the activities of the Monitor and its legal counsel described therein are hereby approved:
 - a) The Sixth Report of the Monitor, dated February 26, 2016; and
 - b) The Seventh Monitor's Report.
8. The professional fees and disbursements of the Monitor for the period from September 15, 2015 to April 26, 2016 inclusive, and the Monitor's fees and disbursements to complete its remaining duties under this Order, as more particularly described in paragraphs 79 to 82 (inclusive) and Appendix "L" of the Seventh Monitor's Report, shall be and are hereby approved.
9. The professional fees and disbursements of Robertson Stromberg LLP, in its capacity as counsel for the Monitor, for the period of April 10, 2015 to April 26, 2016 inclusive, and Robertson Stromberg LLP 's fees and disbursements to complete its remaining duties under this Order, as more particularly described in paragraphs 83 to 89 (inclusive) and Appendix "L" of the Seventh Monitor's Report, shall be and are hereby approved.

Discharge of Monitor and Release of Claims against Professionals

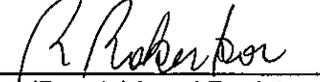
10. Ernst & Young Inc. is hereby discharged as the Monitor of Old AEPL.
11. The Monitor has satisfied all of its obligations pursuant to the the *Companies' Creditors Arrangement Act*, RSC 1985, c C-36 (the "CCAA") and these CCAA proceedings, and shall have no further obligations, liabilities, responsibilities or duties as Monitor, save and except as set forth in this Order.

12. Notwithstanding the immediate discharge of Ernst & Young Inc. as Monitor of Old AEPL and the termination of these proceedings:
 - a) The Monitor shall be deemed to have performed its obligations pursuant to this Order, including making the payments contemplated by this Order, in its capacity as Monitor, up to and including the date of the Monitor's Report; and
 - b) The Monitor shall retain the jurisdiction and authority to complete the administration of the business and affairs of Old AEPL as contemplated herein.
13. In addition to the protections in favour of the Monitor as set out in the Initial Order, in any other Order of this Court in the within proceedings or under the CCAA, Ernst & Young Inc., whether in its capacity as Monitor or otherwise, Robertson Stromberg LLP, counsel to the Monitor, and MacPherson Leslie & Tyerman LLP, counsel to Old AEPL, and their respective affiliates and officers, directors, partners, employees and agents (collectively, the "**Released Parties**") are hereby released and discharged from any and all claims that any person may have or be entitled to assert against the Released Parties, whether known or unknown, matured or unmatured, foreseen or unforeseen, existing or hereafter arising, based in whole or in part on any act or omission, transaction, dealing or other occurrence existing or taking place on or prior to the date of this Order in any way relating to, arising out of or in respect of these CCAA proceedings or this Order (collectively, the "**Released Claims**"), and any such Released Claims are hereby released, stayed, extinguished and forever barred and the Released Parties shall have no liability in respect thereof, provided that the Released Claims shall not include any claim or liability arising out of any gross negligence or willful misconduct on the part of the Released Parties, or any claim arising subsequent to the date of the Monitor's Report.
14. No action or other proceeding shall be commenced against Ernst & Young Inc. in any way arising from or related to its capacity or conduct as Monitor except with prior leave of this Court on at least seven days' prior written notice to Ernst & Young Inc. and upon further order securing, as security for costs, the full indemnity costs of the Monitor in connection with any proposed action or proceeding as the Court hearing the motion for leave to proceed may deem just and appropriate.
15. Notwithstanding any provision of this Order, nothing contained in this Order shall affect, vary, derogate from or amend any of the protections in favour of the Monitor at law or pursuant to the Initial Order.

Termination of CCAA Proceedings

16. Each of the Administration Charge, the DIP Lender's Charge, and the ERP Charge (as defined in the Order respecting the Executive Retention Plan granted by the Honourable Mr. Justice N.G. Gabrielson on June 16, 2015 in the within proceedings), are hereby terminated, discharged and vacated in their entirety and are of no further force or effect.
17. The stay of proceedings against Old AEPL, as initially provided for in paragraph 15 of the Initial Order and as extended and amended from time to time by subsequent Orders of this Court, is hereby lifted and shall be of no further force or effect.

ISSUED at Saskatoon, Saskatchewan, this 2nd day of ~~April~~ ^{May} 2016.



(Deputy) Local Registrar

CONTACT INFORMATION AND ADDRESS FOR SERVICE:

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**DUPLICATE
ORIGINAL**

COURT FILE NUMBER Q.B.G. 643 of 2016

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

JUDICIAL CENTRE SASKATOON

APPLICANT 101133330 SASKATCHEWAN LTD.

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

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

ORDER

(Termination of Proceedings and Discharge of Monitor)

Before the Honourable Mr. Justice G.A. Meschishnick in Chambers the 26th day of June, 2019.

Upon the application by Jeffrey M. Lee, Q.C., counsel on behalf of Deloitte Restructuring Inc. in its capacity as the Court-appointed Monitor (the "**Monitor**") with respect to 101133330 Saskatchewan Ltd. (the "**Debtor**"), and upon reading the Notice of Application dated June 21, 2019, the Thirteenth Report of the Monitor dated June 21, 2019 (the "**Thirteenth Report**"), and a proposed draft Order, all filed; and the pleadings and proceedings herein;

The Court Orders:

GENERAL

1. Capitalized terms not otherwise defined in this Order shall have the meanings given to them in the Order of the Honourable Justice N.G. Gabrielson dated May 20, 2016 (the "**Initial Order**") and the DIP Facility Order dated May 20, 2016, as well as the Orders of the Honourable Justice G.A. Meschishnick dated:
 - (a) June 13, 2016, August 17, 2016, and December 22, 2016;
 - (b) May 31, 2017 and December 20, 2017;
 - (c) June 1, 2018 and August 30, 2018; and
 - (d) February 22, April 26, and May 27, 2019.

(All orders following the Initial Order are hereafter sometimes referred to collectively as the "**Subsequent Orders**.")

SERVICE

2. 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

3. 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 pursuant to the Initial Order and the Subsequent Orders (collectively, the "**Monitor's Mandate**"), as such Actions of the Monitor are more particularly described in the Thirteenth Report and all of the Monitor's other reports filed in these proceedings, as well as the statement of receipts and disbursements contained in the Thirteenth Report, shall be and are hereby approved and confirmed.
4. The professional fees and disbursements of the Monitor, as set out in the Thirteenth 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.
5. The professional fees and disbursements of the Monitor's legal counsel, MLT Aikins LLP, as set out in the Thirteenth 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.

TERMINATION OF CCAA PROCEEDINGS AND DISCHARGE OF MONITOR

6. The 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.
7. Upon payment of the amounts set out in paragraph 20 of the Order (Ninth Extension, Sale, Approval, Vesting and Distribution Order) granted by the Honourable Mr. Justice G.A. Meschishnick in these proceedings on April 26, 2019 (the "**April 26 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 paragraph 20 of the April 26 Order and in paragraphs 13-21 of the Thirteenth Report, which activities shall be deemed included in the Monitor's Mandate, the Monitor shall be discharged as Monitor of these proceedings by the Debtor pursuant to the CCAA, 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 Deloitte Restructuring Inc. in its capacity as Monitor.
8. 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 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

- 10. The release of the Armstrong Holdback (as that term is defined in the Thirteenth Report) funds in the amount of \$2,000.00 to Mervin Armstrong shall be and is hereby approved.
- 11. 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.
- 12. 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 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.

Issued at Saskatoon, Saskatchewan, this 26th day of June, 2019.



(Deputy) Local Registrar

CONTACT INFORMATION AND ADDRESS FOR SERVICE:

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Lawyer in charge of file :	Jeffrey M. Lee Q.C. / Paul Olfert
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File No:	56074.9

SCHEDULE A

FORM OF MONITOR'S DISCHARGE CERTIFICATE

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

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

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

MONITOR'S DISCHARGE CERTIFICATE

RECITALS

- A. Pursuant to an Order of the Honourable Mr. Justice G.A. Meschishnick dated May 20, 2016 (the "**Initial Order**"), Deloitte Restructuring Inc was appointed as Monitor (the "**Monitor**") respecting 101133330 Saskatchewan Ltd. (the "**Debtor**").
- B. Pursuant to the Order (Termination of Proceedings and Discharge of Monitor) of the Court dated _____, 2019, Deloitte Restructuring 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 Order (Termination of Proceedings and Discharge of Monitor)) 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.

DELOITTE RESTRUCTURING INC., in its capacity as
Monitor respecting 101133330 Saskatchewan Ltd.,
and not in its personal capacity.

Per; _____

Name:

Title: