

DUPLICATE ORIGINAL

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

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

JUDICIAL CENTRE SASKATOON

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

AND

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

**CLAIMS PROCESS ORDER**

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

Upon application by Ian Sutherland and Craig Frith, 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 "**Applicants**") and upon hearing from Jeffrey M. Lee, Q.C. and Paul Olfert, counsel on behalf of the Monitor, Alvarez & Marsal Canada Inc. (the "**Monitor**"), and upon hearing from counsel on behalf of other parties present, and upon reading the Notice of Application dated the 16<sup>th</sup> day of January, 2020, the First Report of the Monitor dated January 14, 2020 (the "**First Report**"), and the Draft Order (collectively, the "**Application Materials**"), all filed with proof of service; and upon reading the pleadings and proceedings herein;

THE COURT ORDERS:

**DEFINITIONS**

1. All capitalized terms used and not otherwise defined herein shall have the same meanings as defined in the Initial Order granted on January 8, 2020 in these proceedings by the Honourable Mr. Justice R.S. Smith (the "**Initial Order**").
2. For the purposes of this Order the following terms shall have the following meanings:
  - (a) "**Alternative Timeline**" means the alternative Claims Process deadlines set out in paragraph 21 hereof which are applicable if the Monitor issues a Notice of Revision or Disallowance dated on or after February 12, 2020;
  - (b) "**BIA**" means the *Bankruptcy and Insolvency Act* (Canada), as amended;
  - (c) "**Business Day**" means a day, other than a Saturday, Sunday or a statutory holiday, on which banks are generally open for business in Saskatoon, Saskatchewan;
  - (d) "**Calendar Day**" means a day, including a Saturday, Sunday and any statutory holidays;
  - (e) "**Case Website**" means the website referenced in paragraph 39 of the Initial Order and as defined in the Electronic Case Information and Service Protocol attached as Schedule "C" thereto;

- (f) **"CCAA Proceedings"** means the CCAA proceedings respecting the Applicants before the Court;
- (g) **"Claim"** shall exclude an Excluded Claim (as defined herein) but shall include any right or claim of any Person (as defined herein) against an Applicant, whether or not asserted, in connection with any indebtedness, liability, or obligation of any kind of the Applicant owed to such Person, and any interest accrued thereon or costs payable in respect thereon, including any indebtedness, liability or obligation owed to such Person as a result of any breach of duty (including, without limitation, any legal, statutory, equitable or fiduciary duty), any right of ownership of or title to property or assets or to a trust or deemed trust against any Property, whether or not such right or claim is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, perfected, unperfected, present, future, known or unknown, by guarantee, surety or otherwise, and whether or not such right is executory or anticipatory in nature, including the right or ability of any Person to advance a claim for contribution or indemnity or otherwise with respect to any matter, action, cause or chose in action, whether existing at present or commenced in the future, which indebtedness, liability or obligation is based in whole or in part on facts which existed prior to the Filing Date, and any right or claim of any Person against an Applicant in connection with indebtedness, liability or obligation of any kind whatsoever owed by the Applicant to such Person arising out of the restructuring, disclaimer, resiliation, termination or breach on or after the Filing Date of any contract, lease or other agreement, whether written or oral, and whether such restructuring, disclaimer, resiliation, termination or breach took place or takes place before or after the Filing Date;
- (h) **"Claim Amount Notice"** means the Claim Amount Notice referred to herein to form part of the Claims Package where applicable, substantially in the form attached hereto as Schedule "B";
- (i) **"Claimant"** means a Person asserting a Claim in accordance with the Claims Process contained in this Order;
- (j) **"Claims Bar Date"** means 4:00 p.m. Saskatchewan time on March 2, 2020;
- (k) **"Claims Package"** means the materials to be provided by the Monitor, which materials shall include the Notice to Creditor, the Claim Amount Notice (if applicable), blank Proof of Claim Form with a Proof of Claim instruction letter, the List of Claims and such other materials and information as the Monitor or the Applicants may consider appropriate or desirable;
- (l) **"Claims Process"** means the procedures outlined in this Order in connection with the assertion of a Claim against an Applicant;
- (m) **"Court"** means the Court of Queen's Bench for Saskatchewan;
- (n) **"Creditor"** means any Person having a Claim including a transferee or assignee of a transferred Claim that is recognized as a Creditor in accordance with paragraph 24 hereof, or a trustee, executor, liquidator, receiver, receiver and manager or other person acting on behalf of or through such Person;
- (o) **"Employee Priority Claims"** means the following Claims of employees and former employees of the Applicant:
  - (i) Claims equal to the amount that such employees and former employees are entitled to receive under subsection 136(1)(d) of the BIA; and



- (ii) Claims for wages, salaries, commissions or compensation for services rendered by them after the Filing Date and on or before the date that the Plan is implemented together with, in the case of travelling salespersons, disbursements properly incurred by them in relation to the Applicant's business during the same period;
- (p) **"Excluded Claim"** means any of:
  - (i) the reasonable fees and expenses incurred by the Applicants, and its counsel, and the Monitor, and its counsel in regard to the CCAA Proceedings;
  - (ii) Employee Priority Claims;
  - (iii) Government Priority Claims; and
  - (iv) claims enumerated in sections 5.1(2) and 19(2) of the CCAA;
- (q) **"Filing Date"** means January 8, 2020, being the date upon which the Initial Order was granted;
- (r) **"List of Claims"** means the list of Claims and Creditors prepared by the Applicant and approved by the Monitor, including all known Claims and Creditors and the amounts of each Claim or, where the amount of the Claim is unknown, a notation that the amount is "unknown";
- (s) **"Notice to Creditor"** means the notice to be sent by the Applicant to its Creditors, or to be published, as described herein, substantially in the form attached as Schedule "A" hereto;
- (t) **"Notice of Dispute"** means the notice referred to herein, substantially in the form attached as Schedule "E" hereto, which may be delivered to the Monitor and the Applicant by a Claimant disputing a Notice of Revision or Disallowance;
- (u) **"Notice of Revision or Disallowance"** means the notice referred to herein, substantially in the form attached as Schedule "D" hereto, advising a Claimant that the Applicant has revised or disallowed all or part of such Claimant's Claim as set out in its Proof of Claim;
- (v) **"Person"** means any individual, firm, corporation, limited or unlimited liability company, general or limited partnership, association, trust, unincorporated organization, joint venture, government or any agency or instrumentality thereof or any other entity;
- (w) **"Plan"** means any plan of compromise and arrangement that may be brought forward by the Applicants or any other party;
- (x) **"Proof of Claim"** means the Proof of Claim referred to herein to be attached to the Claim Amount Notice and filed by certain Creditors substantially in the form attached as Schedule "C" hereto; and
- (y) **"Proven Claim"** means a Claim, as finally determined, including for the purposes of voting and distribution under the Plan, in accordance with paragraphs **Error! Reference source not found.** or 17-19.

## CLAIMS PROCESS

3. The Claims Process is hereby approved.

## **NOTICE OF CLAIMS PACKAGE**

4. Within ten (10) Business Days of the date of this Order, the Monitor shall send the Claims Package to each Creditor with a Claim as evidenced by the books and records of the Applicants as of the Filing Date.
5. The Proof of Claim to be delivered to each such Creditor as part of the Claims Package shall provide general information and instructions in respect of the filing of Claims.
6. The Monitor shall cause the Notice to Creditor to be published in *The Globe and Mail (National Edition)*, the *Saskatoon Star-Phoenix*, the *Regina Leader-Post*, and the *Winnipeg Free Press* within five (5) Business Days of the date of this Order.
7. The Monitor shall cause the Claims Package and a copy of this Order to be posted on the Case Website within five (5) Business Days of the date of this Order.
8. To the extent that any Creditor requests documents relating to the Claims Process prior to the Claims Bar Date or if the Applicants or the Monitor become aware of any further Claims, the Monitor shall forthwith direct the Creditor to the Claims Package posted on the Case Website or otherwise respond to the request for the Claims Package as may be appropriate in the circumstances.
9. The forms of Notice to Creditor, Claim Amount Notice, Proof of Claim, Notice of Revision or Disallowance and Notice of Dispute attached hereto as Schedules "A" to "E", respectively, are hereby approved. Despite the foregoing, the Applicants and the Monitor may, from time to time, make non-substantive changes to these forms as the Applicants and the Monitor consider necessary or desirable.
10. The sending to the Creditors and publication of the Claims Package in accordance with this Order, and completion of the other requirements of this Order, shall constitute good and sufficient service and delivery of notice of this Order and the Claims Bar Date on all Persons who may be entitled to receive notice and who may wish to assert a Claim, and no other notice or service need be given or made and no other document or materials need be sent to or served upon any Person in respect of this Order.
11. The delivery of a Claims Package by the Monitor to a Person shall not constitute an admission by the Applicants or the Monitor of any liability.

## **DEEMED ACCEPTANCE OF CLAIMS**

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

## **FILING PROOFS OF CLAIM**

14. Any Person with a Claim must deliver a Proof of Claim to the Monitor, with a copy to the Applicants, on or before the Claims Bar Date or such later date as the Monitor may agree in writing or the Court may otherwise direct. Any Person with a Claim who fails to deliver a Proof of Claim to the Monitor shall:
- (a) be and is hereby forever barred, estopped and enjoined from asserting or enforcing any Claim against the Applicants, and all such Claims shall be forever extinguished;
  - (b) not be permitted to vote on any Plan, if applicable, on account of such Claim(s);
  - (c) not be entitled to receive further notice with respect to the Claims Process or the CCAA Proceedings; and
  - (d) not be permitted to participate in any distribution under the Plan or otherwise on account of such Claim(s).

This paragraph 14 shall survive any termination of the CCAA Proceedings.

15. A Proof of Claim must be filed in respect of every Claim, regardless of whether or not a legal proceeding in respect of a Claim has been previously commenced.
16. Each Person shall include any and all Claims in a single Proof of Claim.

## **ADJUDICATION OF CLAIMS**

17. The Monitor, in consultation with the Applicants shall review all Proofs of Claim received on or before the Claims Bar Date and shall accept, revise or reject each Claim. If the Monitor intends to revise or reject a Claim, the Monitor shall notify the Claimant who has delivered such Proof of Claim that such Claim as set out therein has been revised or rejected and the reasons therefore, by sending a Notice of Revision or Disallowance to the Claimant by no later than ten (10) Calendar Days after receipt of the Proof of Claim from the Claimant. Where the Monitor does not send a Notice of Revision or Disallowance to a Claimant by such date, the Applicants and the Monitor shall be deemed to have accepted such Claimant's Claim in the amount set out in that Claimant's Proof of Claim.
18. Any Claimant who intends to dispute a Notice of Revision or Disallowance shall:
- (a) deliver a completed Notice of Dispute to the Monitor by the later than ten (10) Calendar Days from the date the Notice of Revision or Disallowance was delivered by the Monitor to the Claimant or such other date as may be agreed to by the Monitor in writing; and
  - (b) within 15 Calendar Days of delivery of the Notice of Dispute, file and serve on counsel for the Applicants and the Monitor and all counsel listed on the Service List a Notice of Application returnable in the CCAA Proceedings along with supporting affidavit materials seeking to determine the validity of that portion of the Claimant's Claim that was disallowed by the Monitor, the hearing of such application to be on a date agreed upon by the parties to the application and subject to the Court's availability.
19. Where a Claimant that receives a Notice of Revision or Disallowance does not file a completed Notice of Dispute and file and serve the Notice of Application and supporting affidavit(s) by the

time set out herein in paragraph [18], such Claimant's Claim shall be deemed to be as set out in the Notice of Revision or Disallowance.

20. Where the value of a Claimant's Claim has not been finally determined by the Court by the date of a meeting to consider a Plan, the Monitor shall, in consultation with the Applicants, either:
- (a) accept the Claimant's determination of the value of the Claim as set out in the applicable Proof of Claim or Notice of Dispute only for the purposes of voting, and conduct the meeting on that basis subject to a final determination of such Claimant's Claim for the purposes of distribution or otherwise, and in such case the Monitor shall record separately the value of such Claimant's Claim and whether such Claimant voted in favour of or against the Plan;
  - (b) adjourn the meeting until a final determination of the Claim is made; or
  - (c) deal with the matter as the Court may otherwise direct or as the Applicants, the Monitor and the Claimant may otherwise agree.

#### ALTERNATIVE TIMELINE

21. In the event the Monitor sends a revised Claim Amount Notice to an affected Creditor pursuant to paragraph 17 hereof which is dated on or after February 12, 2020, the following timeline will apply to the adjudication of such Creditor's Claim (the "**Alternative Timeline**"):

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

For further clarity, if the revised Claim Amount Notice is dated on or before February 12, 2020, the timeline provisions appearing in paragraphs 17-20 will apply to the adjudication of such Creditor's Claim.

#### SET-OFF

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

#### NOTICE OF TRANSFEREES



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

#### **SERVICE AND NOTICE**

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

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

27. Any such notice or communication delivered by a Creditor shall be deemed to be received upon actual receipt thereof by the Monitor during normal business hours on a Business Day or if delivered outside of normal business hours, the next Business Day.
28. If during any period during which notices or other communications are being given pursuant to this Order a postal strike or postal work stoppage of general application should occur, such notices or other communications sent by ordinary mail and then not received shall not, absent

further Order of this Court, be effective and notices and other communications given hereunder during the course of any such postal strike or work stoppage of general application shall only be effective if given by courier, personal delivery, facsimile transmission or email in accordance with this Order.

29. In the event this Order is later amended by further Order of this Court, the Monitor may post such further Order on the Case Website and such posting shall constitute adequate notice to creditors of such amended Claims Process.

#### **PROTECTIONS FOR MONITOR**

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

#### **GENERAL PROVISIONS**

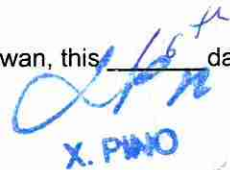
33. The Applicants and their respective directors, officers, employees, agents and representatives and any other Person given notice of this Order shall fully cooperate with the Monitor in the exercise of its powers and the discharge of its duties and obligations under this Order.
34. Nothing in this Order shall prejudice the rights and remedies of any Person under any applicable insurance policy or prevent or bar any Person from seeking recourse against or payment from an Applicants' insurance, provided, however, that nothing in this Order shall create any rights in favour of such Person under any policies of insurance nor shall anything in this Order limit, remove, modify or alter any defence to such Claim available to the insurer pursuant to the provisions of any insurance policy or at law; and further provided that any Claim or portion thereof for which the Person receives payment directly from, or confirmation that the Person is covered by, the Applicants' insurance shall not be recoverable as against the Applicants.
35. The Applicants and the Monitor are hereby authorized to use reasonable discretion as to the adequacy of compliance with respect to the manner in which any forms delivered hereunder are completed and executed and the time in which they are submitted, and may, where they are satisfied that a Claim has been adequately proven, waive strict compliance with the requirements of this Order, including in respect of the completion, execution and time of delivery of such forms, and may request any further documentation from a Claimant that the Applicants or the Monitor may require in order to enable them to determine the validity of a Claim.
36. All references as to time herein shall mean local time in Saskatoon, Saskatchewan, Canada ("**Saskatchewan Time**"), and any reference to an event occurring on a Business Day shall mean prior to 4:00pm on such Business Day unless otherwise indicated herein.
37. Any Claim denominated in foreign currency shall be converted to Canadian dollars at the Bank of Canada noon exchange rate in effect at the Filing Date.
38. Notwithstanding any other provisions of this Order, the solicitation by the Monitor or the Applicants of Proofs of Claim and the filing by any Claimant of any Proof of Claim shall not, for



that reason only, grant any Person any standing in these proceedings or rights under any proposed Plan.

39. Nothing in this Order shall constitute or be deemed to constitute an allocation or assignment of Claims or Excluded Claims by the Applicants into particular affected or unaffected classes for the purpose of a plan of compromise or arrangement.
40. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States, to give effect to this Order and to assist the Applicants, the Monitor and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested:
- (a) to make such orders and to provide such assistance to the Applicants and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order;
  - (b) to grant representative status to the Monitor in any foreign proceeding; and
  - (c) to assist the Applicants and the Monitor and their respective agents in carrying out the terms of this Order.
41. The Applicants and/or 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.
42. Any interested Person (including the Applicants and the Monitor) may apply to this Court to vary or amend this Order on not less than seven (7) days notice to any other party or parties likely to be affected by the order sought or upon such other notice, if any, as this Court may order.
43. 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 16<sup>th</sup> day of January, 2020.



X. PIMO

DEPUTY LOCAL REGISTRAR

This Order was delivered by:

McDougall Gauley LLP  
Barristers & Solicitors  
500 – 616 Main Street  
Saskatoon, SK S7H 0J6  
Attention: Ian Sutherland and Craig Frith

ATTENTION:

TELEPHONE NO:  
FAX NO.:  
EMAIL ADDRESS:

TO: ALL PERSONS LISTED ON THE SERVICE LIST



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

[Date]

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

**RE:** IN THE MATTER OF A CLAIMS PROCESS ORDER UNDER THE *COMPANIES' CREDITORS ARRANGEMENT ACT* OBTAINED BY 101098672 SASKATCHEWAN LTD., MORRIS INDUSTRIES LTD., MORRIS SALES and SERVICE LTD., CONTOUR REALTY INC., and MORRIS INDUSTRIES (USA) INC. (the "**Applicants**")

On January 8, 2020, the Applicants commenced proceedings (the "**CCAA Proceedings**") under the *Companies' Creditors Arrangement Act*, RSC 1985, c C-36 (the "**CCAA**") and obtained protection under the CCAA and Alvarez & Marsal Canada Inc. has been appointed as the Monitor.

As part of the CCAA Proceedings, the Court of Queen's Bench for Saskatchewan has ordered that a Claims Process be initiated in order that all claims against the Applicant can be determined.

**Only a creditor who establishes their claim against an Applicant in accordance with the Claims Process will be entitled to receive a distribution on account of such claim against that Applicant.**

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

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

The deadline for a creditor to submit a Proof of Claim, if required under the Claim Procedure, in respect of any claim it has, or believes it has, against the Applicant is 4:00 p.m. Saskatchewan time on March 2, 2020 (the "**Claims Bar Date**").

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

Yours truly,



**SCHEDULE "B"**

**CLAIM AMOUNT NOTICE**

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

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

**JUDICIAL CENTRE SASKATOON**

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LTD., CONTOUR REALTY INC., and MORRIS INDUSTRIES (USA) INC. (the "Applicants")**

**CLAIM AMOUNT NOTICE**

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

Pursuant to the Order of the Honourable \_\_\_\_ Justice \_\_\_\_\_, pronounced in the above noted proceedings on \_\_\_\_\_, 2020, and as may be amended, restated or supplemented from time to time (the "**Claims Process Order**"), Alvarez & Marsal Canada Inc. in its capacity as Monitor of the Applicants hereby gives you notice that the Applicants, in consultation with the Monitor, have determined your Claim as follows:

	<b>SECURED (\$CDN)</b>	<b>UNSECURED (\$CDN)</b>
<b>Total Claim</b>		

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

**If you intend to dispute this Claim Amount Notice, you must deliver a Proof of Claim in the form attached hereto, by prepaid registered mail, personal delivery, email (in PDF format), courier or facsimile transmission to the address listed below so that such Proof of Claim is received by the Monitor by 4:00 p.m. Saskatchewan time on March 2, 2020, being the Claims Bar Date, or such other date as provided in the Claims Process Order or as may be agreed by the Monitor. The form of Proof of Claim is attached to this Notice.**

The address to send the Proof of Claim to is:

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

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

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**Alvarez & Marsal Canada Inc.,**  
In its capacity as Court-appointed Monitor of the Applicant  
and not in its personal or corporate capacity

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

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

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

**SCHEDULE "C"**

**PROOF OF CLAIM**

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

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

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

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

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

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

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

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

**CERTIFICATION AS TO CLAIM**

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

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



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

(a)

(b)

(c)

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.

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

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

#### Instructions for Completion of Proof of Claim:

- Ensure that you complete the full name and delivery address, including fax number and/or email address, of the creditor making the claim.
- The Proof of Claim is incomplete unless you include a statement and description of the Claim and attach all supporting documents including statements of accounts and/or invoices in support (item 5). The supporting documents must show the date, number and value of all invoices or charges, and must conform to the amount of the Claim as set out in item 4.
- The Proof of Claim is incomplete unless it is signed and dated by you.
- The signed and completed Proof of Claim, together with all supporting documents, must be returned to the Monitor, Alvarez & Marsal Canada Inc., at the following address 4:00 p.m. Saskatchewan time on March 2, 2020:

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

- Pursuant to the order of the Honourable \_\_\_\_\_ Justice \_\_\_\_\_, pronounced in the above noted proceedings on \_\_\_\_\_, 2020, and as may be amended, restated or supplemented from time to time (the "**Claims Process Order**"), the Monitor, in consultation with the Applicants, is entitled to disallow your Proof of Claim in whole or in part. If your Proof of Claim is disallowed in whole or in part, the Monitor will send you a Notice of Revision or Disallowance along with particulars as to how you may dispute the Notice of Revision or Disallowance. If you do not receive a Notice of Revision or Disallowance in accordance with the timelines set out in the Claims Process Order, the Monitor has accepted your Proof of Claim.
- **Please contact the Monitor at the address and email set out above if you have any questions about completing your Proof of Claim. Unless your Claim appears in a Claim Amount Notice provided with this Proof of Claim, any failure to properly complete or return your Proof of Claim to the Monitor at the above address by 4:00 p.m. Saskatchewan time on March 2, 2020 will result in your Claim being extinguished without any further entitlement to recover your Claim from the Applicant.**

**SCHEDULE "D"**

**NOTICE OF REVISION OR DISALLOWANCE**

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

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

**JUDICIAL CENTRE        SASKATOON**

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

**AND**

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

**NOTICE OF REVISION OR DISALLOWANCE**

Name of Creditor: \_\_\_\_\_

Pursuant to the Claims Process Order made herein on \_\_\_\_\_, 2020, Alvarez & Marsal Canada Inc. (the "**Monitor**"), gives you notice that your Proof of Claim has been reviewed and the Monitor, in consultation with the Applicants, has revised or disallowed your Proof of Claim for the following reasons:

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

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

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

Alvarez & Marsal Canada Inc.  
In its capacity as Court-appointed Monitor  
of the Applicant and not in its personal or corporate capacity

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

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



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

**SCHEDULE "E"**

**NOTICE OF DISPUTE**

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

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

**JUDICIAL CENTRE SASKATOON**

**IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, RSC 1985, c C-36, AS  
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LTD., CONTOUR REALTY INC., and MORRIS INDUSTRIES (USA) INC. (the "Applicants")**

**NOTICE OF DISPUTE**

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

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

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

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.

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

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