

COURT FILE NUMBER Q.B. No. 1693 of 2017
COURT OF QUEEN'S BENCH FOR SASKATCHEWAN
JUDICIAL CENTRE SASKATOON

APPLICANTS COPPER SANDS LANDS CORP., WILLOW RUSH DEVELOPMENT CORP., MIDTDAL DEVELOPMENTS & INVESTMENTS CORP., PRAIRIE COUNTRY HOMES LTD., JJL DEVELOPMENTS & INVESTMENTS CORP. and MDI UTILITY CORP.

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

AND IN THE MATTER OF A PROPOSED PLAN OF ARRANGEMENT FOR THE CREDITORS OF COPPER SANDS LANDS CORP., WILLOW RUSH DEVELOPMENT CORP., MIDTDAL DEVELOPMENTS & INVESTMENTS CORP., PRAIRIE COUNTRY HOMES LTD., JJL DEVELOPMENTS & INVESTMENTS CORP. and MDI UTILITY CORP.

ORDER
TERMINATION OF CCAA PROCEEDINGS

Order made this 27th day of October 2020.

Before the Honourable Mr. Justice N.G. Gabrielson in chambers the 27th day of October, 2020.

Upon the application of Industrial Properties Regina Limited ("IPRL") and 101297277 Saskatchewan Ltd. ("7277") (collectively, the "Senior Secured Creditors") and upon having read the Notice of Application, the Affidavit of Muir Barber, the Eleventh Report of the Monitor, Deloitte Restructuring Inc., and the Confidential Supplement to the Eleventh Report; all filed; and upon hearing Rick Van Beselaere, Q.C., counsel for 7277 and Alexander Shalashniy, counsel for IPRL, and upon hearing from counsel on behalf of all other parties present, and on reading the draft Order and the Brief of Law filed on behalf of IPRL and 7277;

THE COURT ORDERS:

SERVICE

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

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DEFINED TERMS

2. The capitalized terms used and not defined herein shall have the meanings given to them in the Amended and Restated Initial Order dated July 5, 2018 (the "ARIO").

TERMINATION OF CCAA PROCEEDINGS AND RELATED PROVISIONS

3. The "CCAA Termination Time" means the earlier of the effective date of a Receivership Order issued by the Saskatchewan Court of Queen's Bench in respect of one or more of the Applicants or November 15, 2020.

4. As of the CCAA Termination Time, the within CCAA proceedings shall be automatically terminated without any further act or formality and, except as otherwise expressly set out herein, the ARIO shall have no further force or effect.

5. The Monitor, Deloitte Restructuring Inc. (the "Monitor"), shall, forthwith upon issuance of this Order post this Order on the Monitor's website and serve on the service list for these CCAA proceedings.

6. The Monitor shall, within five (5) days of the CCAA Termination Time, file the certificate, substantially in the form attached hereto as Schedule "A" (the "Monitor's Certificate"), certifying that the Monitor's Mandate (as that term is defined in paragraph 8 of this Order) it has been completed.

7. As of the CCAA Termination Time, the Subordinate Administration Charge as defined in the ARIO shall be fully, unconditionally and automatically terminated, released and discharged.

APPROVAL OF MONITOR'S ACTIVITIES

8. Subject to paragraph 15 of this Order, 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 the court-appointed Monitor of the Applicants pursuant to the Orders of this Honourable Court in these proceedings (collectively, the "Monitor's Mandate"), as such Actions of the Monitor are more particularly described in the Eleventh Report of the Monitor and the Confidential Supplement to the Eleventh Report and all of the Monitor's other reports filed in these proceedings, shall be and are hereby approved and confirmed.

DISCHARGE OF MONITOR

9. Subject to paragraph 15 of this Order, the Court orders and declares that effective as at the CCAA Termination Time, Deloitte Restructuring Inc., shall be discharged as Monitor of the Applicants and shall have no further duties, obligations or responsibilities as Monitor in these CCAA proceedings, 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 CCAA proceedings referenced herein; and

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- (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 the Applicants in its capacity as Monitor.

10. Subject to paragraph 15 of this Order, it is hereby adjudged and declared that, based upon the evidence that is currently before this Honourable Court in regard to the Actions of the Monitor:

- (a) the Monitor has acted honestly and in good faith, and has dealt with the Property and carried out the Monitor's Mandate in a commercially reasonable manner;
- (b) the Monitor has satisfied all of its duties and obligations pursuant to the Monitor's Mandate;
- (c) the Monitor shall not be liable for any act or omission arising from, relating to or in connection with its discharge of the Monitor's Mandate, save and except for any liability arising out of fraud, gross negligence or willful misconduct on the part of the Monitor;
- (d) the Monitor has never had and shall not in the future have any liability in regard to any act or omission of the Applicants, including, without limitation, in relation to the business of the Applicants, 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 Applicants; 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.

11. Subject to the foregoing, any claims against the Monitor in connection with the Monitor's Mandate are hereby stayed, extinguished and forever barred.

12. 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.

13. 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.

TRANSITIONAL PROVISIONS

14. Deloitte Restructuring Inc. shall provide any receiver appointed with a copy of the Creditor List, any demands for notice, and information relating to the rent collections of Copper Sands

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Land Corp. that the Monitor has received to the date of this Order within seven days from the CCAA Termination Time.

15. The funds held in court pursuant to the order of the Honourable Mr. Justice Gabrielson issued October 16, 2020 (the "Funds") shall remain in court pending further order of this Court. The Funds shall remain funds of Copper Sands Land Corp. subject to the charges of the Senior Secured Creditors. Either the Monitor or the Senior Secured Creditors shall have leave to apply to this Court on fourteen (14) days' notice in respect of an application concerning any claim to the Funds as may be advanced by the Monitor or the Senior Secured Creditors, and to direct how such Funds should be disbursed out of Court. Notwithstanding paragraphs 8 to 10 of this Order, the Senior Secured Creditors shall, in the foregoing application, have the right to argue and challenge the validity of any Actions of the Monitor, any of the findings in paragraph 10 of this Order, or any other issues that they may raise in such application for the sole purposes of challenging the entitlement of the Monitor (and its legal counsel) to be paid from the Funds. Any claims of the Monitor and its legal counsel for its fees and disbursements in respect of this matter shall be limited to the amount of the Funds and any interest accruing thereto as a result of the Court holding such funds.

GENERAL

16. The following provisions originally stated and confirmed in the ARIO shall survive the termination of these CCAA proceedings:

- (a) The agreement between the Applicants and IPRL, as set out and confirmed in paragraph 55A of the ARIO, namely, that to the extent (if any) that it was ever enforceable, the IPRL Debt Conversion Covenant (as defined in the Affidavit of Jaimey Midtdal sworn December 6, 2017) was terminated by virtue of:
 - i. a Commitment Letter of Industrial Properties Regina Limited to Midtdal Developments & Investments Corp [sic], dated May 5, 2015;
 - ii. Commitment Letter of Industrial Properties Regina Limited to Midtdal Developments & Investments Corp [sic], dated May 26, 2015;
 - iii. an Amending [sic] Agreement between Industrial Properties Regina Limited, Midtdal Developments & Investments Corp [sic] and Copper Sands Land Development Corp [sic], dated May 29, 2015; and
 - iv. a Mortgage Amending Agreement between Industrial Properties Regina Ltd. and Midtdal Developments & Investments Corp [sic], signed by Industrial Properties Regina Ltd. on July 6, 2016 and Midtdal Developments & Investments Corp [sic] on June 22, 2016;

is hereby confirmed.

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(b) The agreement between the Applicants and IPRL and 7277 (as the case may be) as set out and confirmed in paragraph 56 of the ARIQ, confirming the amounts owing along with the applicable interest rates thereon namely that:

- i. The amounts owing by the Copper Sands Group to IPRL as at May 24, 2018 is \$4,345,998.39 with interest accruing thereafter at a rate of 10% per annum and any costs incurred thereafter, including solicitor and client costs; and
- ii. The amounts owing by the Copper Sands Group to 7277 as at April 10, 2018 is \$3,234,377.97 with interest accruing thereafter at a rate of 12% per annum and any costs incurred thereafter, including solicitor and client costs.

is hereby confirmed.

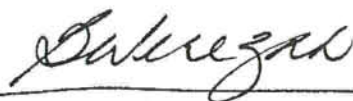
17. The final Catterall & Wright reports in respect of the Water Treatment Utility and the Waste Water Treatment Utility (the "C&W Reports") and the Monitor's Report(s) concerning the C&W Reports filed in relation to this matter shall be kept sealed and confidential and shall not form part of the public record, but rather, shall be kept separate and apart from all other contents of the Court file, in sealed envelopes each of which shall bear a notice which sets out the title of these proceedings and a statement that the contents are subject to a sealing order and shall only be opened upon further order of the Court. However, for greater certainty, the C&W Reports may be utilized by a future receiver of one or more of the Applicants in such receivership proceedings and any sales process arising therefrom.

18. 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 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 of the Monitor in any foreign proceeding; and
- (c) to assist the Applicants, the Monitor and their agents in carrying out the terms of this Order.

19. Service of this Order on any party not attending this application is hereby dispensed with. Parties attending this application shall be served in accordance with the Electronic Case Information and Service Protocol adopted in the ARIQ.

ISSUED at Saskatoon, in the Province of Saskatchewan, this 27th day of October, 2020.


DEPUTY LOCAL REGISTRAR

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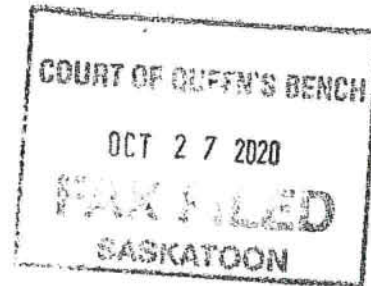
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APPLICANTS COPPER SANDS LANDS CORP., WILLOW RUSH
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IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,
RSC 1985, c C-36, AS AMENDED

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CORP. and MDI UTILITY CORP.

MONITOR'S CERTIFICATE

RECITALS

A. The Applicants, Copper Sands Land Corp., Willow Rush Development Corp., Midtdal Developments & Investments Corp., Prairie Country Homes Ltd., JLL Developments & Investments Corp. and MDI Utility Corp. (the "**Applicants**") obtained protection under the *Companies' Creditors Arrangement Act* (the "**CCAA**") pursuant to an Amended and Restated Initial Order of the Saskatchewan Court of Queen's Bench (the "**Court**") issued July 5, 2018 (the "**ARIO**").

B. Deloitte Restructuring Inc. (the "**Monitor**") was appointed as the Monitor of the Applicants in the CCAA proceedings pursuant to the ARIO.

C. Pursuant to the CCAA Termination Order granted October 27, 2020, the Court approved, among other things, the termination of the CCAA proceedings effective at the earlier of the effective date of a Receivership Order issued by the Saskatchewan Court of Queen's Bench in respect of one or more of the Applicants or November 15, 2020 (the "**CCAA Termination Time**").

THE MONITOR CONFIRMS the following:

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

DATED at _____, _____, this _____ day of _____, 2020.

DELOITTE RESTRUCTURING INC.

Per: _____

Name:

Title: