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COURT FILE NUMBER QK.B. _____ of 20th G.-RG-909-2023

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

JUDICIAL CENTRE REGINA

SASKATCHEWAN TEMPLATE DISTRIBUTION AND DISCHARGE ORDER:

EFFECTIVE AS OF JUNE 5, 2019

IN THE MATTER OF THE RECEIVERSHIP OF [THE DEBTOR] F & L CONCRETE SERVICES LTD.

ORDER

(Distribution and Discharge of Receiver)

Before the Honourable Mr. Justice P.T. Bergbusch in Chambers the 9th day of February, 2024.

Upon the application by M. Kim Anderson K.C. and Travis K. Kusch, counsel on behalf of MNP Ltd. in its capacity as the Court-appointed receiver (the "Receiver") with respect to the assets, undertakings and properties (collectively, the "Property") of [DEBTOR'S NAME] F & L Concrete Services Ltd. (the "Debtor"), and upon reading the Notice of Application dated *, 20*, the Fifth Report of the Receiver dated *, 20* (the "Report"), and a proposed draft Order, all filed; and the pleadings and proceedings herein;

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The Court Orders:

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.¹
2. The professional fees and disbursements of the Receiver, as set out in the Fifth Report (including the fees and disbursements necessary to finalize the receivership), are hereby approved without the necessity of a formal passing of its accounts.
3. The Sales Process Order, issued December 15, 2023, is hereby stayed pending completion of the Receiver's mandate, following which it will be of no further force and effect.
- 3.4 The professional fees and disbursements of the Receiver's legal counsel, Robertson Stromberg LLP, as set out in the Fifth Report (including the fees and disbursements necessary to finalize the receivership), are hereby approved without the necessity of a formal assessment of its accounts.

¹ Paragraph 35 of the Saskatchewan Template Receivership Order provides that further applications may be made upon three days notice. In a case where no such provision has been previously approved in the proceedings, the applicant should consider whether an Order abridging the time for service is necessary in accordance with Sigfusson-Northern Ltd. v Signal Energy LLC, 2016 SKQB 46, 88 CPC (7th) 416.

4.5 All activities, actions and proposed courses of action of the Receiver (collectively, the "Actions of the Receiver") to date in relation to the discharge of its duties and mandate as receiver of the Property pursuant to the Orders of this Honourable Court in these proceedings (collectively, the "Receiver's Mandate"), as such Actions of the Receiver are more particularly described in the Report and all of the Receiver's other reports filed in these proceedings, as well as the statement of receipts and disbursements contained in the Report, shall be and are hereby approved and confirmed.

5.6 The Receiver is authorized to maintain a holdback of ~~to \$350,000~~ on account of further expenses as may arise from the receivership and on account of fees and disbursements of the Receiver and those of its legal counsel, and to apply from time to time the amounts so held back against such further fees and disbursements (without the requirement of taxation or passing of accounts), and the Receiver is authorized and directed to make the following distributions, together with such interest thereon as may have accrued from and after the dates the following sums noted in the Report were delivered to the Receiver:

(a) to ~~to~~, ~~to~~ the Canada Revenue Agency, \$966,236.25;

(b) to Affinity Credit Union 2023, \$1,501,689.37;

(c) to the Town of Estevan, \$38,890.16;

(a)(d) to Service Canada, \$21,000; and

(b) to ~~to~~, ~~to~~;

(e) to the equipment lessors referenced in Schedule A to this order, the sums set forth in that Schedule on account of lease arrears.

7 Nothing in this order shall preclude any creditor from exercising its rights as against the Company from and after the date of discharge of the Receiver.

6.8 Upon payment of the amounts set out in paragraph 5.6 of this Order, [and upon the Receiver paying over the surplus funds in its possession (in excess of the holdback authorized in paragraph 6) and upon the Receiver 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 6 of this Order, which activities shall be deemed included in the Receiver's Mandate],² B, certifying foregoing has occurred, the Receiver shall be discharged as Receiver of the Property, provided that notwithstanding its discharge herein:

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(a) the Receiver shall remain Receiver for the performance of such the administrative tasks referenced in paragraph [46] of the Report,

(a)(b) the Receiver shall remain Receiver for the performance of such other routine administrative tasks as may be required to complete the administration of the

² The italicised provision, and the template certificate attached as Schedule A, should only be included if (a) the Report identifies outstanding matters that should be completed before the Receiver's discharge and (b) such matters are not "routine administrative tasks" within the meaning of paragraph 6(a). They are neither necessary nor appropriate to include in cases where no tasks remain outstanding, or where the only tasks remaining are "routine administrative tasks" within the meaning of paragraph 6(a), and the Subcommittee's view is that no further discharge of the Receiver is required in such cases.

receivership herein;³ (all steps taken pursuant to subparagraphs 8 (a) and (b) being deemed to fall within the Receiver's Mandate); and

(b)(c) the Receiver 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 MNP Ltd. in its capacity as Receiver.

7.9. 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 Receiver:⁴

- (a) the Receiver has acted honestly and in good faith, and has dealt with the Property and carried out the Receiver's Mandate in a commercially reasonable manner;
 - (b) the Receiver has satisfied all of its duties and obligations pursuant to the Receiver's Mandate;
 - (c) the Receiver shall not be liable for any act or omission arising from, relating to or in connection with its discharge of the Receiver's Mandate, save and except for any liability arising out of fraud, gross negligence or willful misconduct on the part of the Receiver;
 - (d) the Receiver 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 Receiver arising from, relating to or in connection with its discharge of the Receiver's Mandate without first obtaining an Order of this Honourable Court (on notice to the Receiver) 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 Receiver in connection with the Receiver's Mandate are hereby stayed, extinguished and forever barred. For greater clarity, the Notice of Application brought by the Debtor on August 25, 2023 seeking, *inter alia*, leave to commence action against the Receiver, is hereby dismissed, with the consent of the Debtor, in its entirety.
 9. Notwithstanding the discharge of the Receiver, the Receiver 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.
 10. This Order shall have full force and effect in all Provinces and Territories in Canada, outside Canada and against all Persons against whom it may be enforceable.

³ ~~The Subcommittee is of the view that this provision is broad enough to permit the Receiver to administer funds received after the date of the discharge order (for example, GST refunds).~~

⁴ ~~The Subcommittee is of the view that this wording strikes an appropriate balance between the Court's interest in protecting the Receiver, its officer, and the rights of third parties who may have legitimate claims against the Receiver, whether those claims are based upon evidence not yet discovered, or whether those parties did not receive notice of the application for the distribution and discharge order.~~

11. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver 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 Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.
12. Service of this Order on any party not attending this application is hereby dispensed with. Parties attending this application shall be served in accordance with the Electronic Case Information and Service Protocol adopted in the Receivership Order.⁵

Issued at _____, Saskatchewan, this _____ day of _____, 20_____.

(Deputy) Local Registrar

⁵ ~~If the Electronic Case Information and Service Protocol has not already been adopted in these proceedings, service must occur in the ordinary course pursuant to *The Queen's Bench Rules*, unless the Court is satisfied that an alternate order respecting service is appropriate.~~

CONTACT INFORMATION AND ADDRESS FOR SERVICE

Name of the firm: Roberson Stromberg LLP
Lawyer in charge of file: M. Kim Anderson K.C. and Travis K. Kusch
Address of firm: 600 105 21st Street East, Saskatoon SK

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File No: 62076 4

SCHEDULE A
Payments of Arrears to be made to Leasehold Creditors

SCHEDULE B

FORM OF RECEIVER'S DISCHARGE CERTIFICATE

COURT FILE NUMBER QK.B. _____ of 20 *G.-RG-909-2023

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

JUDICIAL CENTRE *REGINA

IN THE MATTER OF THE RECEIVERSHIP OF [THE DEBTOR] F & L CONCRETE SERVICES LTD.

RECEIVER'S DISCHARGE CERTIFICATE

RECITALS

- A. Pursuant to an Order of the Honourable Justice *P T Bergbusch dated *August 3, 2023 (the "Receivership Order"), *MNP Ltd. was appointed as receiver (the "Receiver") of the property, assets and undertaking of *F & L Concrete Services Ltd (the "Debtor").
- B. Pursuant to the Distribution and Discharge Order of the Court dated *, *MNP Ltd. was discharged as the Receiver of the Debtor, to be effective upon the filing by the Receiver with the Court of a Receiver's Discharge Certificate confirming that the Receiver's Mandate (as that term is defined in the Distribution and Discharge Order) has been completed to the satisfaction of the Receiver.

THE RECEIVER HEREBY CERTIFIES THAT:

- 1. ~~the~~The Receiver's Mandate has been completed to the satisfaction of the Receiver; and
- 2. [Name of Receiver], The terms of the Discharge and Distribution providing for the distribution of funds and the return of certain funds to the Company, has been completed.

MNP Ltd., in its capacity as Receiver of the undertaking, property and assets of [Debtor], F & L Concrete Services Ltd., and not in its personal capacity.

Per; _____
Name:
Title: