

COURT FILE NUMBER KBG-SA-00204-2023

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

JUDICIAL CENTRE SASKATOON

APPLICANTS AFFINITY CREDIT UNION 2013 and AFFINITY HOLDINGS INC.

RESPONDENT THE LIGHTHOUSE SUPPORTED LIVING INC.

-AND-

COURT FILE NUMBER: KBG-SA-00149-2023

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

JUDICIAL CENTRE: SASKATOON

APPLICANTS TWILA REDDEKOPP and JEROME HEFNER

RESPONDENTS THE LIGHTHOUSE SUPPORTED LIVING INC. and BLUE
MOUNTAIN ADVENTURE PARK INC.

IN THE MATTER OF THE RECEIVERSHIP OF THE LIGHTHOUSE SUPPORTED LIVING INC.

ORDER

(Discharge of Interim Receiver)

Before the Honourable Madam Justice A.R. Rothery in chambers the 28th day of April, 2023.

On the application of MNP Ltd. (the "**Interim Receiver**"), in its capacity as the Court-appointed Interim Receiver pursuant to the Order of this Court made on February 24, 2023 (the "**Interim Receivership Order**") as well as the Order of this Court made on April 21, 2023 (the "**Receivership Order**"), of the assets, undertakings and properties (collectively, the "**Property**") of The Lighthouse Supported Living Inc. and Blue Mountain Adventure Park Inc. (the "**Corporations**"); and upon hearing from counsel for the Interim Receiver and upon reading the Notice of Application dated April 21, 2023, the First Report of the Interim Receiver dated April 5, 2023 (the "**Interim Receiver's Report**"), the First Report of the Receiver dated April 21, 2023 (the "**Receiver's Report**"), the Confidential Supplement to the First Report of the Receiver dated April 21, 2023 (the "**Confidential Supplement**"); together with the Interim Receiver's Report and the Receiver's Report, the "**Receiver's Reports**"), Brief of Law, and a proposed Draft Order, all filed, and the pleadings and proceedings herein:

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.
2. [Intentionally deleted.]



3. [Intentionally deleted.]
4. All activities, actions and proposed courses of action of the Interim Receiver (collectively, the "**Actions of the Interim Receiver**") to date in relation to the discharge of its duties and mandate as interim 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 Interim Receiver are more particularly described in the Receiver's Reports, shall be and are hereby approved and confirmed.
5. [Intentionally deleted.]
6. The Interim Receiver shall be discharged as Interim Receiver of the Property, provided that notwithstanding its discharge herein:
 - (a) the Interim Receiver shall remain Interim Receiver for the performance of such routine administrative tasks as may be required to complete the administration of the receivership herein; and
 - (b) the Interim 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 Interim Receiver.
- 6A. The mandate of the Interim Receiver to market for sale, and to execute and close any sales of, the "Battleford Titles" (as that term is defined in the Interim Receivership Order), as carried forward in paragraph 2A of the Receivership Order, shall be and is hereby transferred to MNP Ltd. in its capacity as Receiver of the assets, undertakings, and properties of The Lighthouse Supported Living Inc..
7. 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 Interim Receiver:
 - (a) the Interim Receiver has acted honestly and in good faith, and has dealt with the Property and carried out the Interim Receiver's Mandate in a commercially reasonable manner;
 - (b) the Interim Receiver has satisfied all of its duties and obligations pursuant to the Interim Receiver's Mandate;
 - (c) the Interim Receiver shall not be liable for any act or omission arising from, relating to or in connection with its discharge of the Interim Receiver's Mandate, save and except for any liability arising out of fraud, gross negligence or willful misconduct on the part of the Interim Receiver;
 - (d) the Interim Receiver has never had and shall not in the future have any liability in regard to any act or omission of the Corporations, including, without limitation, in relation to the business of the Corporations, 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 Corporations; and
 - (e) no person shall commence an action or proceeding asserting a claim against the Interim Receiver arising from, relating to or in connection with its discharge of the Interim Receiver's Mandate without first obtaining an Order of this Honourable Court (on notice to the Interim 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 Interim Receiver in connection with the Interim Receiver's Mandate are hereby stayed, extinguished and forever barred.
9. Notwithstanding the discharge of the Interim Receiver, the Interim 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.
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 Interim 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 Interim Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Interim 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.

Issued at Saskatoon, Saskatchewan, this 17th day of April, 2023.



(Deputy) Local Registrar

CONTACT INFORMATION AND ADDRESS FOR SERVICE:

Name of firm:	MLT Aikins LLP
Lawyer in charge of file:	Jeffrey M. Lee, K.C. and Paul Olfert
Address of firm:	1201, 409 3rd Avenue South, Saskatoon SK S7K 5R5
Telephone number:	306.975.7100
Email address:	JMLee@mltaikins.com / POlfert@mltaikins.com
File No:	31617.41