

COURT FILE NUMBER Q.B. No. 1455 of 2019

COURT OF QUEEN'S BENCH FOR SASKATCHEWAN

JUDICIAL CENTRE SASKATOON

IN THE MATTER OF SECTION 204 OF *THE BUSINESS CORPORATIONS ACT*, RSS 1978, c B-10

AND IN THE MATTER OF THE VOLUNTARY LIQUIDATION AND DISSOLUTION OF PRIMEWEST
MORTGAGE INVESTMENT CORPORATION

CLAIMS PROCESS ORDER

Before the Honourable Mr. Justice N.G. Gabrielson in Chambers the 10th day of January, 2020.

Upon application by Mike Russell and Michelle Tobin, counsel on behalf of the Applicant, KPMG Inc. (the "**Liquidator**"), and upon hearing Mike Russell, counsel on behalf of the Liquidator, and upon hearing counsel present on behalf of any other interested party, and upon reading the Notice of Application dated December 18, 2019, the First Report of the Liquidator dated December 18, 2019, the Brief of Law on behalf of the Liquidator, and the draft Claims Process Order (collectively, the "**Application Materials**"), all filed with proof of service; and upon reading the pleadings and proceedings herein;

The Court Orders:

SERVICE

1. Service of the Application Materials upon all parties listed on the Service List established in these proceedings (a copy of which is filed herewith) shall be and is hereby deemed to be good, timely and sufficient.

DEFINITIONS

2. All capitalized terms used and not otherwise defined herein shall have the same meanings as defined in the Liquidation Plan (the "**Liquidation Plan**"), as appended as Schedule "A" to the Order of the Honourable Mr. Justice N.G. Gabrielson dated October 31, 2019, and the Amended and Restated Order of the Honourable Mr. Justice N.G. Gabrielson dated November 25, 2019 (collectively, the "**Liquidation Order**"). Where a capitalized term is defined herein and in the Liquidation Plan, the definition contained herein shall govern the interpretation of this order.
3. For the purposes of this Claims Process Order the following terms shall have the following meanings:
 - (a) "**Case Website**" means the website referenced in paragraph 33 of the Liquidation Order and as defined in the Electronic Case Information and Service Protocol attached as Schedule "C" thereto;
 - (b) "**Claim**" shall have the meaning ascribed to it at Article 1.1 of the Liquidation Plan;
 - (c) "**Claim Amount Notice**" means the Claim Amount Notice referred to herein, forming part of the Claims Package where applicable, substantially in the form attached hereto as Schedule "B";
 - (d) "**Claims Bar Date**" means 4:00 p.m. (Saskatchewan Time) on Tuesday, March 10, 2020;

- (e) “**Claims Package**” means the materials to be provided by the Liquidator, which materials shall include the Notice to Creditor, the Claim Amount Notice (if applicable), a blank Proof of Claim Form with a Proof of Claim instruction letter and such other materials as the Liquidator may consider appropriate or desirable;
- (f) “**Claims Process**” has the meaning ascribed to it at Article 1.1 of the Liquidation Plan, specifically, the process established by the Liquidator and approved by the Court herein for the identification, resolution and barring of Claims;
- (g) “**Claims Process Order**” means this Order;
- (h) “**Court**” means the Court of Queen’s Bench for Saskatchewan;
- (i) “**Creditor**” means any Person identified by the Liquidator as having a Claim or any Person otherwise asserting a Claim, including a transferee or assignee of a transferred Claim that is recognized as a Creditor in accordance with paragraph 26 hereof, or a trustee, executor, liquidator, receiver, receiver and manager or other person acting on behalf of or through such Person;
- (j) “**Directors**” has the meaning ascribed to it at Article 1.1 of the Liquidation Plan;
- (k) “**Effective Date**” has the meaning ascribed to it at Article 1.1 of the Liquidation Plan;
- (l) “**Liquidation Plan**” has the meaning ascribed to it at paragraph four of the Liquidation Order;
- (m) “**Liquidation Proceedings**” means the Liquidation proceedings respecting PrimeWest Mortgage Investment Corporation (the “**Corporation**”) before the Court;
- (n) “**Notice to Creditor**” means the notice to be sent by the Liquidator to the Creditors, or to be published, as described herein, substantially in the form attached as Schedule “A” hereto;
- (o) “**Notice of Dispute**” means the notice referred to herein, substantially in the form attached as Schedule “E” hereto, which may be delivered to the Liquidator by a Creditor disputing a Notice of Revision or Disallowance;
- (p) “**Notice of Revision or Disallowance**” means the notice referred to herein, substantially in the form attached as Schedule “D” hereto, advising a Creditor that the Liquidator has revised or disallowed all or part of such Creditor’s Claim as set out in its Proof of Claim;
- (q) “**Person**” has the meaning ascribed to it at Article 1.1 of the Liquidation Plan;
- (r) “**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
- (s) “**Proven Claim**” has the meaning ascribed to it at Article 1.1 of the Liquidation Plan.

CLAIMS PROCESS

4. The Claims Process as described herein is hereby approved.

NOTICE OF CLAIMS PACKAGE

5. Within five (5) Business Days of the date of this Order, the Liquidator shall send the Claims Package to each Creditor identified from the Liquidator's review of the books and records of the Corporation as of the Effective Date.
6. 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, under a cover letter advising the Creditor:
 - (a) that it has been identified by the Liquidator as a Person having a Claim, such that it is a "Creditor" as that term is defined in the Claims Process Order;
 - (b) of the reason(s) why the Liquidator has identified it as a Creditor; and
 - (c) that it is bound by and must comply with the Claims Process Order.
7. The Liquidator shall cause the Notice to Creditor to be advertised in the *Saskatoon Star Phoenix*, the *Regina Leader-Post* and either *The Globe and Mail* or the *National Post* within five (5) Business Days of the date of this Order, and from time to time as required by the Liquidation Plan.
8. The Liquidator 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.
9. To the extent any Creditor requests documents relating to the Claims Process prior to the Claims Bar Date or if the Liquidator becomes aware of any further Claims, the Liquidator 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.
10. 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 Liquidator may, from time to time, make non-substantive changes to these forms as the Liquidator considers necessary or desirable.
11. 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.
12. The delivery of a Claims Package by the Liquidator to a Person shall:
 - (a) bind such Person as a "Creditor", as that term is defined herein, to comply with the terms of this Claims Process Order; and
 - (b) not constitute an admission by the Corporation, the Directors or the Liquidator of any liability.

FILING PROOFS OF CLAIM

13. All Creditors must deliver a Proof of Claim to the Liquidator on or before the Claims Bar Date or such later date as the Liquidator may agree in writing or the Court may otherwise direct. Any Creditor who fails to deliver a Proof of Claim to the Liquidator in accordance with this Order shall:

- (a) be and is hereby forever barred, estopped and enjoined from asserting or enforcing any Claim, and all such Claims shall be forever extinguished; and
- (b) not be entitled to receive further notice with respect to the Claims Process or the Liquidation Proceedings.

This paragraph 13 shall survive any termination of the Liquidation Proceedings.

- 14. 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, and regardless of whether or not the Person is able to quantify such Claim.
- 15. Each Person shall include any and all Claims in a single Proof of Claim.

DEEMED ACCEPTANCE OF CLAIMS

- 16. Notwithstanding anything else in this Order, the Liquidator may provide a Claim Amount Notice to a Creditor setting out the amount of any Claim that Creditor has against the Corporation according to the books and records of the Corporation. 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 Liquidator. If a Creditor does not deliver a Proof of Claim in respect of a Claim included in a Claim Amount Notice in accordance with this Order, the amount of that Creditor's Claim as set out in the Claim Amount Notice shall be deemed to have been accepted by the Creditor, without recourse, and the Claim shall be deemed to be such Creditor's Proven Claim without any further act of any such Creditor.
- 17. The Liquidator may revise the amount of a Claim to correct any error, defect or omission in a Claim Amount Notice. If the Liquidator revises the amount of a Claim, then it shall send a revised Claim Amount Notice to the affected Creditor, with an extension to the Claims Bar Date or further instructions, if required.

ADJUDICATION OF CLAIMS

- 18. The Liquidator shall review all Proofs of Claim received on or before the Claims Bar Date and shall accept, revise or reject each Claim by notification to the Creditor in writing. If the Liquidator intends to revise or reject a Claim, the Liquidator shall notify the Creditor who has delivered such Proof of Claim that such Claim as set out therein has been revised or rejected and the reasons therefor, by sending a Notice of Revision or Disallowance to the Creditor:
 - (a) in the case of a Claim against any one or more of the Directors, by no later than 60 Calendar Days after the Claims Bar Date; and
 - (b) in the case of all other Claims, by no later than 90 Calendar Days after the Claims Bar Date.
- 19. Notwithstanding paragraph 18 of this Order, the Liquidator may, before sending a Notice of Revision or Disallowance and in consultation with the Inspectors, attempt to settle by consent with a Creditor any Claim that the Liquidator intends to revise or reject. In all such cases, the settlement amount agreed upon by the Liquidator, in consultation with the Inspectors, shall be that Creditor's Proven Claim.
- 20. Any Creditor who intends to dispute a Notice of Revision or Disallowance shall:

- (a) deliver a completed Notice of Dispute to the Liquidator by the later of 15 Calendar Days after receipt of a Notice of Revision or Disallowance or such other date as may be agreed to by the Liquidator in writing; and
 - (b) within 15 Calendar Days of delivery of the Notice of Dispute, file and serve on counsel for the Liquidator a Notice of Application returnable in the Liquidation Proceedings, along with supporting affidavit materials, seeking a date for review by the Court of the Creditor's Claim that was disallowed or revised by the Liquidator. The Court shall, upon receipt of such Notice of Application, set a hearing date for such application in accordance with the Court's availability and, upon considering any submissions by counsel, the Court may issue a fiat prescribing the evidentiary and procedural parameters for such hearing or make an order prescribing such evidentiary and procedural parameters at such hearing.
21. Where a Creditor 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 deadlines set out herein, such Creditor's Claim shall be deemed to be as set out in the Notice of Revision or Disallowance.
22. Where the Liquidator determines that it is unable to accept, revise or reject a Claim summarily, the Liquidator shall file and serve on the Creditor a Notice of Application returnable in the Liquidation Proceedings seeking the direction of the Court.
23. A Claim shall not be a Proven Claim unless and until the Claim has been allowed or otherwise finally determined in accordance with paragraph 16 or paragraphs 18-22.

SET-OFF

24. The Liquidator may set off (whether by way of legal, equitable or contractual set-off) against payments or other distributions to be made to any Creditor any claims of any nature whatsoever that the Corporation or Directors may have against such Creditor; however, neither the failure to do so nor the allowance of any Claim hereunder shall constitute a waiver or release by the Corporation or Directors of any such claim that the Corporation or Directors may have against such Creditor.

NOTICE OF TRANSFEREES

25. Leave is hereby granted, from the date of this Order until seven (7) days prior to the Claims Bar Date, to permit a Creditor to provide written notice to the Liquidator of an assignment or transfer of a Claim.
26. Subject to the terms of any subsequent Order of this Court, if, after the Effective Date, the holder of a Claim transfers or assigns the whole of such Claim to another Person, the Liquidator shall not be obligated to give notice to 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 delivered in accordance with paragraph 24 hereof and acknowledged by the Liquidator in writing, and thereafter such transferee or assignee shall for the purposes hereof constitute the "Creditor" 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 Liquidator 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 Corporation or Directors 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 Corporation or Directors. Reference to transfer in this Order includes a transfer or assignment whether absolute or intended as security.

SERVICE AND NOTICE

27. The Liquidator 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 Corporation or set out in such Creditor'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.
28. Any notice or communication required to be provided or delivered by a Creditor to the Liquidator 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:
1. **The Liquidator, KPMG Inc.**
Bow Valley Square II, 3100, 205 – 5th Avenue SW, Calgary, Alberta, T2P 4B9
Attention: Neil Honess
Email: neilhoness@kpmg.ca
Attention: Cristina Pimienta
Email: cpimienta@kpmg.ca
 2. **The W Law Group LLP, counsel to the Liquidator**
Suite 300, 110 – 21st Street East, Saskatoon, SK, S7K 0B6
Attention: Mike Russell
Email: mrussell@wlawgroup.com
Attention: Michelle Tobin
Email: mtobin@wlawgroup.com
29. Any such notice or communication delivered by a Creditor shall be deemed to be received upon actual receipt thereof by the Liquidator and Counsel to the Liquidator during normal business hours on a Business Day or if delivered outside of normal business hours, the next Business Day.
30. 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.
31. In the event this Order is later amended by further Order of this Court, the Liquidator 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 LIQUIDATOR

32. In carrying out the terms of this Order, the Liquidator shall have all of the protections given to it by *The Business Corporations Act*, RSS 1978, c B-10, the Liquidation Order and as an officer of this Court, including the stay of proceedings in its favour.

33. The Liquidator shall incur no liability or obligation as a result of the carrying out of the provisions of this Order.
34. The Liquidator shall be entitled to rely on the books and records of the Corporation, and any information provided by the Corporation, all without independent investigation. The Liquidator shall not be liable for any claims or damages resulting from any errors or omissions in such books, records or information.

GENERAL PROVISIONS

35. The Corporation and the Directors and their respective employees, agents and representatives and any other Person given notice of this Order shall fully cooperate with the Liquidator in the exercise of its powers and the discharge of its duties and obligations under this Order.
36. Nothing in this Order shall prejudice the rights and remedies of any Directors or other Persons under any applicable insurance policy or prevent or bar any Person from seeking recourse against or payment from the Corporation's insurance and any Director's liability insurance policy or policies that exist to protect or indemnify the Directors or other Persons, whether such recourse or payment is sought directly by the Person asserting a Claim from the insurer or derivatively through the Director or the Corporation; 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 Corporation's insurance or any Director's liability insurance or other liability insurance policy or policies that exist to protect or indemnify the Directors or other Persons shall not be recoverable as against the Corporation or Director as the case may be.
37. The Liquidator is 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 it is 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 Creditor that the Liquidator may require in order to enable it to determine the validity of a Claim.
38. 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 4:00 p.m. on such Business Day unless otherwise indicated herein.
39. Any Claim denominated in foreign currency shall be converted to Canadian dollars at the Bank of Canada noon exchange rate in effect at the Effective Date.
40. Notwithstanding any other provisions of this Order, the solicitation by the Liquidator of Proofs of Claim and the filing by any Creditor of any Proof of Claim shall not, for that reason only, grant any Person any standing in these Liquidation Proceedings.
41. 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 Corporation, the Liquidator 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 Corporation and to the Liquidator, 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 Liquidator in any foreign proceeding; and
 - (c) to assist the Corporation and the Liquidator and their respective agents in carrying out the terms of this Order.
42. The Liquidator shall be at liberty and is 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 Liquidator 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.
43. The Liquidator and any interested Person 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.
44. 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 ^{10th} day of January, 2020.


DEPUTY LOCAL REGISTRAR

This Order was delivered by:

Name of firm:	The W Law Group LLP
Name of lawyer in charge of file:	Mike Russell and Michelle Tobin
Address of legal firm:	Suite 300, 110 – 21st Street East, Saskatoon, SK S7K 0B6
Telephone number:	(306) 244-2242
E-mail address:	mrussell@wlawgroup.com / mtobin@wlawgroup.com

TO: ALL RECIPIENTS LISTED ON THE SERVICE LIST

SCHEDULE "A"
(NOTICE TO CREDITOR)
NOTICE TO CREDITOR

[Date]

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

RE: IN THE MATTER OF A CLAIMS PROCESS ORDER UNDER THE VOLUNTARY LIQUIDATION AND DISSOLUTION OF PRIMEWEST MORTGAGE INVESTMENT CORPORATION

On October 24, 2019, **PRIMEWEST MORTGAGE INVESTMENT CORPORATION** (the "**Corporation**") commenced voluntary liquidation under *The Business Corporations Act*, RSS 1978, c B-10 (the "**Liquidation**") and, by Order of the Court of Queen's Bench for Saskatchewan dated October 31, 2019, continued the Liquidation under Court supervision (the "**Liquidation Proceedings**"), with KPMG Inc. appointed as the Liquidator (the "**Liquidator**").

As part of the Liquidation Proceedings, the Court of Queen's Bench for Saskatchewan has ordered that a Claims Process be initiated in order that all claims against the Corporation and its directors and officers can be determined.

Only a creditor who establishes its claim against the Corporation or its directors and officers in accordance with the Claims Process will be entitled to receive a distribution on account of such claim.

The Order establishing the Claims Process granted by the Honourable Mr. Justice N.G. Gabrielson on January 10, 2020, as well as all relevant instructions and documents related to the Claims Process, including the Proof of Claim form, can be obtained from the Liquidator's webpage located at <https://home.kpmg.ca/primewest> or by contacting the Liquidator at:

Bow Valley Square II, 3100, 205 – 5th Avenue SW, Calgary, Alberta, T2P 4B9
Attention: Neil Honess
Email: neilhoness@kpmg.ca
Attention: Cristina Pimienta
Email: cpimienta@kpmg.ca

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 Corporation or its directors and officers is 4:00 p.m. (Saskatchewan Time) on Tuesday, March 10, 2020 (the "**Claims Bar Date**").

Claims which are not submitted to the Liquidator 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 Corporation or its directors or officers and the Claim shall be forever released and extinguished.

Yours truly,

SCHEDULE "B"

(CLAIM AMOUNT NOTICE)

COURT FILE NUMBER Q.B. No. 1455 of 2019

COURT OF QUEEN'S BENCH FOR SASKATCHEWAN

JUDICIAL CENTRE SASKATOON

IN THE MATTER OF SECTION 204 OF *THE BUSINESS CORPORATIONS ACT*, RSS 1978, c B-10

AND IN THE MATTER OF THE VOLUNTARY LIQUIDATION AND DISSOLUTION OF PRIMEWEST MORTGAGE INVESTMENT CORPORATION

CLAIM AMOUNT NOTICE

Full Legal Name of Creditor: _____

Pursuant to the Order of the Honourable Mr. Justice N.G. Gabrielson, pronounced in the above noted proceedings on January 10, 2020, and as may be amended, restated or supplemented from time to time (the "Claims Process Order"), KPMG INC., in its capacity as Liquidator of **PrimeWest Mortgage Investment Corporation** (the "Corporation"), hereby gives you notice that the Liquidator has determined your Claim as follows:

	SECURED (\$CDN)	UNSECURED (\$CDN)
Total Claim		

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) or courier to the address listed below so that such Proof of Claim is received by the Liquidator by 4:00 p.m. (Saskatchewan Time) on Tuesday, March 10, 2020, being the Claims Bar Date, or such other date as provided in the Claims Process Order or as may be agreed by the Liquidator. The form of Proof of Claim is attached to this Notice.

The address to send the Proof of Claim to is:

Bow Valley Square II, 3100, 205 – 5th Avenue SW, Calgary, Alberta, T2P 4B9
Attention: Neil Honess
Email: neilhonest@kpmg.ca
Attention: Cristina Pimienta
Email: cpimienta@kpmg.ca

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 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 _____, 20__.

KPMG INC.

In its capacity as Court-appointed Liquidator of the Corporation, and not in its personal or corporate capacity

Per: _____

Name: _____

Title: _____

SCHEDULE "C"

PROOF OF CLAIM

For claims arising before October 25, 2019, relating to PrimeWest Mortgage Investment Corporation.

(See Below for Instructions)

Regarding the claim of _____ (referred to
in this form as "**the creditor**"). (name of creditor)

All notices or correspondence regarding this claim to be forwarded to the creditor at the following address:

Telephone: _____ Fax: _____

I, _____ Residing in the _____
(name of person signing claim) (city, town, etc.)

of _____ In the province of _____
(name of city, town, etc.)

Do hereby certify that:

1. I am the creditor

or

I am _____ of the creditor.

(if an officer or employee of the company, state position or title)

2. I have knowledge of all the circumstances connected with the Claim, as defined in the
Claims Procedure Order, dated _____, referred to in this form.

3. I have a Claim against PrimeWest Mortgage Investment Corporation (the "Corporation"), specifically:

- (a) a Claim against the Corporation;
- (b) a claim against the directors and officers of the Corporation.

4. As at October 25, 2019, the Corporation was and still is indebted to the creditor in the sum of \$ _____ CDN as shown by the statement of account attached hereto and marked "Schedule A". Claims should **not** include the value of goods and/or services supplied after October 25, 2019. If a creditor's claim is to be reduced by deducting any counter claims to which the Corporation is entitled and/or amounts associated with the return of equipment and/or assets by the Corporation, please specify. All claims against directors and officers must include full particulars of the claim together with supporting documentation.

5. The statement of account must specify the vouchers or other evidence in support of the claim including the date and location of the delivery of all services and materials. Any claim for interest must be supported by contractual documentation evidencing the entitlement to interest.

6. A. **Unsecured claim.** \$ _____. In respect to the said debt, the creditor does not and has not held any assets as security.
-
- B. **Secured claim.** \$ _____. In respect of the said debt, the creditor holds assets valued at \$ _____ as security:
-

Provide full particulars of the security, including the date on which the security was given and the value at which the creditor assesses the security together with the basis of valuation, and attach a copy of the security documents as Schedule "B".

Dated at _____, this ____ day of _____, 2020.

(Insert city)

Witness

(signature of individual completing the form)

Must be signed and witnessed

Instructions for Completing Proof of Claim Forms

In completing the attached form, your attention is directed to the notes on the form and to the following requirements:

Proof of Claim:

1. The form must be completed by an individual and not by a corporation. If you are acting for a corporation or other person, you must state the capacity in which you are acting, such as, "Credit Manager", "Treasurer", "Authorized Agent", etc., and the full legal name of the party you represent.
2. The person signing the form must have knowledge of the circumstances connected with the claim.
3. A Statement of Account containing details of secured and unsecured claims, and if applicable, of the amount due in respect of property claims, must be attached and marked Schedule "A". Claims should **not** include the value of goods and/or services arising after October 25, 2019. It is necessary that all creditors indicate the date and location of the delivery of all goods and/or services. Any amounts claimed as interest should be clearly noted as being for interest.
4. The nature of the claim must be indicated by ticking the type of claim which applies. e.g. –

Ticking (A) indicates the claim is unsecured;

Ticking (B) indicates the claim is secured, such as a mortgage, lease, or other security interest, and the value at which the creditor assesses the security must be inserted, together with the basis of valuation. Details of each item of security held should be attached as Schedule "B" and submitted with a copy of the chattel mortgage, conditional sales contract, security agreement, etc.
5. The person signing the form must insert the place and date in the space provided, and the signature must be witnessed.
6. Additional information regarding PrimeWest Mortgage Investment Corporation and the Liquidation process, as well as copies of claims documents may be obtained at <http://home.kpmg.ca/primewest>. If there are any questions in completing the notice of claim, please write or telephone the office of the Liquidator at:

KPMG Inc., Liquidator of PrimeWest Mortgage Investment Corporation.

By Mail/Courier/Email/Facsimile:

KPMG Inc.
Suite 3100, 205 – 5th Ave SW
Calgary, AB T2P 4B9

Attention: Cristina Pimienta
Email: cpimienta@kpmg.ca
Phone: (403) 691-8406
Fax: (403) 691-8009

Note: Any claim not delivered to the Liquidator at the above noted address by March 10, 2020, will, unless otherwise ordered by the Court of Queen's Bench for Saskatoon, be barred and may not thereafter be advanced against the Corporation.

SCHEDULE "D"

(NOTICE OF REVISION OR DISALLOWANCE)

COURT FILE NUMBER Q.B. No. 1455 of 2019

COURT OF QUEEN'S BENCH FOR SASKATCHEWAN

JUDICIAL CENTRE SASKATOON

IN THE MATTER OF SECTION 204 OF *THE BUSINESS CORPORATIONS ACT*, RSS 1978, c B-10

AND IN THE MATTER OF THE VOLUNTARY LIQUIDATION AND DISSOLUTION OF PRIMEWEST MORTGAGE INVESTMENT CORPORATION

NOTICE OF REVISION OR DISALLOWANCE

Name of Creditor: _____

Pursuant to the Claims Process Order made herein on January 10, 2020, **KPMG INC.** (the "**Liquidator**"), the Liquidator of PrimeWest Mortgage Investment Corporation (the "**Corporation**"), hereby gives you notice that your Proof of Claim has been reviewed by the Liquidator and has been revised or disallowed for the following reasons:

If you wish to object to the Notice of Revision or Disallowance, you must, by **[DATE]**, deliver a Notice of Dispute to the address below:

KPMG INC.
Bow Valley Square II, 3100, 205 – 5th Avenue SW, Calgary, Alberta, T2P 4B9
Attention: Neil Honess
Email: neilhonest@kpmg.ca
Attention: Cristina Pimienta
Email: cpimienta@kpmg.ca

DATED this _____ day of _____, 2020.

KPMG INC.

In its capacity as Court-appointed Liquidator of the Corporation, and not in its personal or corporate capacity.

Per: _____

Name: _____

Title: _____

SCHEDULE "E"
(NOTICE OF DISPUTE)

COURT FILE NUMBER Q.B. No. 1455 of 2019

COURT OF QUEEN'S BENCH FOR SASKATCHEWAN

JUDICIAL CENTRE SASKATOON

IN THE MATTER OF SECTION 204 OF *THE BUSINESS CORPORATIONS ACT*, RSS 1978, c B-10

**AND IN THE MATTER OF THE VOLUNTARY LIQUIDATION AND DISSOLUTION OF PRIMEWEST
MORTGAGE INVESTMENT CORPORATION**

NOTICE OF DISPUTE

TO: KPMG INC.

Bow Valley Square II, 3100, 205 – 5th Avenue SW, Calgary, Alberta, T2P 4B9

Attention: Neil Honess

Email: neilhoness@kpmg.ca

Attention: Cristina Pimienta

Email: cpimienta@kpmg.ca

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 Liquidator in these proceedings and that the above noted Creditor disputes such Notice.

DATED THIS _____ DAY OF _____, 2020.

Signature:

(Please Print Name)