

DUPLICATE ORIGINAL

COURT FILE NUMBER QB 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

ORDER

Before the Honourable Mister Justice N.G. Gabrielson in Chambers the 31st day of October, 2019.

Upon the application of Ian A. Sutherland and Craig Frith, counsel for PrimeWest Mortgage Investment Corporation (the "**Corporation**"); and upon having read the Originating Application dated October 9, 2019, Affidavit of Marlene Kaminsky sworn October 9, 2019, Supplemental Affidavit of Marlene Kaminsky sworn October 23, 2019, amended draft Order, and brief of law; all filed; and upon hearing counsel for the Corporation;

The Court Orders:

INTERPRETATION

1. Capitalized terms not otherwise defined in this Order shall have the meanings given to the Liquidation Plan (as that term is defined below).
 2. For greater certainty, the definition of "Claim" in the Liquidation Plan and this Order includes but is not limited to:
 - (a) the following Court of Queen's Bench actions in which the Corporation is named as a defendant or defendant-by-counterclaim, as the case may be:
 - (i) QB No. 1559 of 2017;
 - (ii) QB No. 1889 of 2018;
 - (iii) QB No. 1395 of 2018;
 - (b) the Court of Queen's Bench action commenced against certain current and former directors of the Corporation in QBG No. 1727 of 2018.
- (the "**Actions**")

SERVICE

3. To the extent required, the time for service of notice of the application for this order is hereby abridged and service thereof is deemed good and sufficient.

APPROVAL OF LIQUIDATION PLAN

4. The voluntary liquidation and dissolution of the Corporation pursuant to the Plan of Liquidation and Dissolution (the "**Liquidation Plan**") attached hereto as Schedule "A", which was approved on September 24, 2019 at an annual and special meeting of the Corporation's shareholders and

implemented by the Corporation's directors effective October 24, 2019, is hereby affirmed and approved, including without limitation the appointment of:

- (a) KPMG Inc. as liquidator (the "**Liquidator**") of the estate of the Corporation without security; and
- (b) Tom Robinson, Wilson Olive, Francis Bast and Tom Archibald as inspectors of the Corporation's liquidation (the "**Inspectors**").

CONTINUANCE OF THE LIQUIDATION UNDER THE SUPERVISION OF THE COURT

5. Pursuant to section 204(8) of *The Business Corporations Act*, RSS 1978, c B-10 (the "**SBCA**"), the liquidation of the Corporation shall be continued under the supervision of the Court as provided in Division XVI of the SBCA, and in accordance with the Liquidation Plan and any further orders of the Court.

LIQUIDATOR'S POWERS

6. The Liquidator shall have the mandatory obligations and discretionary powers set out in Sections 4.3 and 4.4 of the Liquidation Plan, respectively, the SBCA, and any further orders of the Court.
7. The Liquidator shall make an application for Court approval of the Claims Process contemplated by the Liquidation Plan within 75 days of the date of this Order, subject to any extensions of time that may be granted by further order of the Court on a future application.
8. The Actions shall be resolved by the Liquidator in accordance with the Claims Process to be implemented by further order of the Court or, alternatively, the terms of any agreed upon settlement, as the case may be.

DISPENSING WITH AUDITED FINANCIAL STATEMENTS AND SHAREHOLDER MEETING

9. Subject to any further orders of the Court, the Corporation and the Liquidator:
 - (a) shall be exempt from the requirements in sections 149 and 153 of the SBCA to provide any further audited financial statements to the Corporation's shareholders; and
 - (b) are hereby relieved of any obligation to call or hold a meeting, whether annual or otherwise, of the Corporation's shareholders, until such time as the Liquidator determines such a meeting to be necessary or desirable.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE LIQUIDATOR

10. (i) The Corporation, (ii) all of its current and former directors, officers, employees, agents, accountants, and shareholders, and all other persons acting on its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "**Persons**" and each being a "**Person**") shall forthwith advise the Liquidator of the existence of any Assets in such Person's possession or control, shall grant immediate and continued access to the Assets to the Liquidator, and shall deliver all such Assets (excluding Assets subject to liens the validity of which is dependent on maintaining possession) to the Liquidator upon the Liquidator's request.
11. All Persons shall forthwith advise the Liquidator of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Corporation, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "**Records**") in that Person's possession or control, and

shall provide to the Liquidator or permit the Liquidator to make, retain and take away copies thereof and grant to the Liquidator unfettered access to and use of accounting, computer, software and physical facilities relating thereto provided, however, that nothing in this paragraph 11 or in paragraph 12 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Liquidator due to the privilege attaching to solicitor-client communication or documents prepared in contemplation of litigation or due to statutory provisions prohibiting such disclosure.

12. If any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Liquidator for the purpose of allowing the Liquidator to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Liquidator in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Liquidator. Further, for the purposes of this paragraph, all Persons shall provide the Liquidator with all such assistance in gaining immediate access to the information in the Records as the Liquidator may in its discretion require, including providing the Liquidator with instructions on the use of any computer or other system and providing the Liquidator with any and all access codes, account names and account numbers that may be required to gain access to the information.

NO PROCEEDINGS AGAINST THE LIQUIDATOR

13. No proceeding or enforcement process in any court or tribunal (each, a “**Proceeding**”) shall be commenced or continued against the Liquidator except with the written consent of the Liquidator or with leave of this Court.

NO PROCEEDINGS AGAINST DIRECTORS OR OFFICERS

14. No Proceeding shall be commenced or continued against any of the former or current officers of the Corporation with respect to any Claim, except with leave of this Court.

NO PROCEEDINGS AGAINST THE CORPORATION OR THE ASSETS

15. No Proceeding against or in respect of the Corporation or the Assets shall be commenced or continued except with the written consent of the Liquidator or with leave of this Court and any and all Proceedings currently under way against or in respect of the Corporation or the Assets are hereby stayed and suspended pending further Order of this Court, provided, however, that nothing in this Order shall: (i) prevent any Person from commencing a Proceeding regarding a claim that might otherwise become barred by statute or an existing agreement, if such Proceeding is not commenced before the expiration of the stay provided by this paragraph; or (ii) affect a Regulatory Body's investigation in respect of the Corporation or an action, suit or proceeding that is taken in respect of the Corporation by or before the Regulatory Body, other than the enforcement of a payment order by the Regulatory Body or the Court. “**Regulatory Body**” means a person or body that has powers, duties or functions relating to the enforcement or administration of an Act of Parliament or of the legislature of a province.

NO EXERCISE OF RIGHTS OR REMEDIES

16. All rights and remedies (including, without limitation, set-off rights) against the Corporation or the Liquidator, or affecting the Assets are hereby stayed and suspended except with the written consent of the Liquidator or leave of this Court; provided, however, that nothing in this paragraph shall: (i) empower the Liquidator or the Corporation to carry on any business which the Corporation is not lawfully entitled to carry on; (ii) exempt the Liquidator or the Corporation from compliance with statutory or regulatory provisions relating to health, safety or the environment; (iii) prevent the filing of any registration to preserve or perfect a mortgage or security interest; or

(iv) prevent the registration or filing of a lien or claim for lien or the commencement of a Proceeding to protect a lien or other rights that might otherwise be barred or extinguished by the effluxion of time, provided that no further steps shall be taken in respect of such lien, claim for lien or Proceeding except for service of the initiating documentation on the Corporation and the Liquidator.

NO INTERFERENCE WITH THE LIQUIDATOR

17. No Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Corporation, including, without limitation, insurance coverage, without written consent of the Liquidator or leave of this Court.

CONTINUATION OF SERVICES

18. All Persons having oral or written agreements with the Corporation or statutory or regulatory mandates for the supply of goods and/or services, including, without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Corporation, are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Liquidator, and the Liquidator shall be entitled to the continued use of the Corporation's current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Liquidator in accordance with normal payment practices of the Corporation or such other practices as may be agreed upon by the supplier or service provider and the Liquidator, or as may be ordered by this Court.

LIMITATION ON THE LIQUIDATOR'S LIABILITY

19. Except for gross negligence or wilful misconduct, as a result of its appointment or carrying out the provisions of this Order the Liquidator shall incur no liability or obligation that exceeds an amount for which it may obtain full indemnity from the Assets. Nothing in this Order shall derogate from any limitation on liability or other protection afforded to the Liquidator under any applicable law.

LIQUIDATOR'S ACCOUNTS

20. The Liquidator and counsel to the Liquidator shall be paid their reasonable fees and disbursements at their standard rates. Pursuant to Section 216(1) of the SBCA, the Liquidator and counsel to the Liquidator are hereby granted a charge (the "**Liquidator's Charge**") on the Assets as security for such fees and disbursements both before and after the making of this Order in respect of these proceedings, and the Liquidators' Charge shall form a first charge on the Assets in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person.
21. The Liquidator and its legal counsel shall pass their accounts from time to time.
22. Subject to Section 4.6 of the Liquidation Plan, the Liquidator shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, prior to passing its accounts, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by the Inspectors or the Court, as the case may be.

FUNDING OF THE LIQUIDATION

23. Pursuant to section 215(1)(f) of the SBCA, the Liquidator shall be at liberty and is hereby empowered to borrow, by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not at any time exceed \$100,000.00 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Liquidator by the Liquidation Plan and this Order, including interim expenditures. The whole of the Assets shall be and is hereby charged by way of a fixed and specific charge (the “**Liquidator's Borrowings Charge**”) as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Liquidator's Charge.
24. Neither the Liquidator's Borrowings Charge nor any other security granted by the Liquidator in connection with its borrowings under this Order shall be enforced without leave of this Court.
25. The Liquidator is at liberty and authorized to issue certificates substantially in the form annexed as Schedule “B” hereto (the “**Liquidator's Certificates**”) for any amount borrowed by it pursuant to this Order.
26. The monies from time to time borrowed by the Liquidator pursuant to this Order or any further order of this Court and any and all Liquidator's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Liquidator's Certificates.

GENERAL

27. The Liquidator may, from time to time, apply to this Court for advice and directions in the discharge of its powers and duties hereunder, and/or in the event that the Liquidator and the Inspectors are unable to agree on a course of action.
28. Nothing in this Order shall prevent the Liquidator from acting as a trustee in bankruptcy of the Corporation.
29. Unless otherwise ordered by this Court, the Liquidator will report to the Court from time to time, which reporting is not required to be in affidavit form and shall be considered by this Court as evidence.
30. 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 Liquidator 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 Liquidator, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Liquidator and its agents in carrying out the terms of this Order.
31. 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 for the recognition that the Liquidator is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

32. Any interested party may apply to this Court to vary or amend this Order on not less than seven days' notice to the Liquidator and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

SERVICE AND NOTICE

33. The Electronic Case Information and Service Protocol attached as Schedule "C" hereto (the "Protocol") is approved and adopted for these proceedings. Terms which are capitalized herein but otherwise not defined shall bear the respective meanings ascribed to them in the Protocol. Service of documents made in accordance with the Protocol shall (subject to review by the Court at the time of any application) constitute valid and effective service. A Case Website shall be established in accordance with the Protocol with the following URL: <https://home.kpmg/ca/primewest>. Applications in respect of this matter may be made upon three days' notice.
34. The failure of any Person to forward a Request for Electronic Service or a Request for Facsimile Service to the Service List Keeper shall release the Liquidator and any other interested Person serving court materials in this matter from any requirement to provide further notice in respect of these proceedings to any such Person until such time as a properly completed request for such service is received from such Person by each of the counsel for the Liquidator.

ISSUED at the City of Saskatoon, in the Province of Saskatchewan, this 1st day of ~~October~~ ^{November} 2019. *KB*


DEPUTY LOCAL REGISTRAR

This document was delivered by:

McDougall Gauley LLP, counsel for the applicant, PrimeWest Mortgage Investment Corporation

Name of lawyer in charge of file: Ian A. Sutherland / Craig Frith
Address of legal firm: 500-616 Main Street, Saskatoon, SK S7H 0J6
Telephone / Facsimile: (306) 653-1212 / (306) 652-5432
Email address: isutherland@mcdougallgauley.com
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TO: Local Registrar, Judicial Centre of Saskatoon
AND TO: The recipients listed in the preliminary service list.

Schedule "A"

PRIMEWEST MORTGAGE INVESTMENT CORPORATION

PLAN OF LIQUIDATION AND DISSOLUTION

WHEREAS the Board of Directors of PrimeWest Mortgage Investment Corporation (the "**Board**") has concluded that it is in the best interests of PrimeWest Mortgage Investment Corporation (the "**Corporation**") to be liquidated and dissolved voluntarily pursuant to *The Business Corporations Act* (Saskatchewan) in accordance with the terms of this Liquidation Plan;

AND WHEREAS the Board has passed a resolution authorizing the Corporation to seek Shareholder approval for the voluntary liquidation and dissolution of the Corporation pursuant to *The Business Corporations Act* (Saskatchewan) in accordance with the terms of this Liquidation Plan, to be considered and voted upon by the Shareholders at an annual general and special meeting of Shareholders;

NOW THEREFORE THIS Liquidation Plan is adopted by the Board as of the last date set forth below, having the terms and conditions as set out herein.

ARTICLE 1 INTERPRETATION

1.1 Definitions

In this Liquidation Plan:

"**Assets**" means all of the property, assets and undertaking of the Corporation;

"**Board**" has the meaning given to it in the recitals of this Liquidation Plan;

"**Business Day**" means a day, other than a Saturday or Sunday, on which banks are generally open for business in Saskatoon, Saskatchewan;

"**Calendar Day**" means any day, including a Saturday, Sunday or statutory holiday in Saskatoon, Saskatchewan;

"**Canadian Dollars**" means dollars denominated in lawful currency of Canada;

"**Claim**" means:

- (a) any right of any Person against the Corporation in connection with any indebtedness, liability or obligation of any kind of the Corporation and any interest accrued thereon or costs payable in respect thereof, whether liquidated, unliquidated, reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, present, future, known or unknown, by guarantee, surety or otherwise, and whether or not such right is executory or anticipatory in nature, including any claim made or asserted against the Corporation through any affiliate or associate or any 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 with respect to any matter, action, cause or chose in action; and
- (b) any existing or future right of any Person against any one or more of the Directors which arose or arises as a result of such Director's position, supervision, management or involvement as a Director or otherwise in any other capacity in connection with the Corporation, whether such right, or the circumstances giving rise to it, arose before or after the Effective Date and whether enforceable in any civil, administrative or criminal proceeding,

but does not include an Equity Claim;

"Claims Process" means the process established by the Liquidator and approved by the Court for the identification, resolution and barring of Claims, including, among other things, the issuance of a final order of the Court establishing the Claims;

"Clearance Certificates" mean:

- (a) a certificate issued by the Minister pursuant to subsection 159(2) of the *Income Tax Act*, R.S.C. 1952, c. 148 (the "ITA"), or any equivalent thereto, certifying that all amounts for which the Corporation is, or can reasonably be expected to become, liable under the ITA up to and including the date of distribution have been paid, or that the Minister has otherwise accepted security for payment;
- (b) a certificate issued by the Minister pursuant to subsection 23(5) of the *Canada Pension Plan*, R.S.C. 1985, c. C-8 (the "CPP"), or any equivalent thereto, certifying that all amounts for which the Corporation is liable under the CPP, up to and including the date of distribution, have been paid or that security for the payment thereof has been accepted by the Minister;

- (c) a certificate issued by the Minister pursuant to subsection 86(3) of the *Employment Insurance Act*, S.C. 1996, c. 23 (the “EIA”), or any equivalent thereto, certifying the payment, or acceptance by the Minister of security for payment, of all amounts for which the Corporation is liable under the EIA up to and including the date of distribution;
- (d) a certificate issued by the Minister pursuant to subsection 81(1) of the *Excise Tax Act*, R.S.C. 1985, c. E-15 (the “ETA”), or any equivalent thereto, certifying that no tax, penalty, interest or other sum under the ETA chargeable against or payable by the Liquidator or chargeable against or payable in respect of the Assets remains unpaid or that security for the payment thereof has, in accordance with section 80.1 of the ETA, been accepted by the Minister;
- (e) a certificate issued by the Minister pursuant to subsection 270(3) of the ETA, or any equivalent thereto, certifying that all amounts payable or remittable under Part IX of the ETA by the Corporation in respect of the reporting period during which the distribution is made or any previous reporting period, and all amounts that are, or can reasonably be expected to become, payable or remittable under Part IX of the ETA by the Liquidator in respect of the reporting period during which the distribution is made, has been paid or that security for the payment thereof has been accepted by the Minister; and
- (f) additional certificate(s) required by any Governmental Authority pursuant to any other applicable federal or provincial legislation.

“**Common Shares**” means the common shares in the capital of the Corporation;

“**Corporation**” has the meaning given to it in the recitals of this Liquidation Plan;

“**Court**” means the Court of Queen’s Bench for Saskatchewan;

“**Creditor**” means any Person with a Claim;

“**CSE**” means the marketplace of the Canadian Securities Exchange for venture companies;

“**Director of Corporations**” means the Director of Corporations appointed pursuant to section 279 of the SBCA and includes any Deputy Director appointed pursuant to that section;

“**Directors**” means all individuals who were, on or at any time before the Effective Date, directors or officers of the Corporation, and the term “Director” shall mean any one of them;

“**Dissolution Date**” means the date on which the Corporation is dissolved pursuant to the SBCA by Order of the Court;

“**Effective Date**” means the date to be established by a resolution of the Board upon which the implementation of the Liquidation Plan shall commence, which date shall be no earlier than the date upon which the certificate of intent to dissolve is issued to the Corporation pursuant to and in accordance with the SBCA;

“**Employees**” means the employees of the Corporation;

“**Equity Claim**” means the entitlement to a distribution of a Shareholder in respect of the Shareholder’s Common Shares;

“**Governmental Authority**” means any nation or government, any province, state or other political subdivision thereof, any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government or any Legal Requirement and any corporation or other entity owned or controlled, through capital stock or otherwise by any of the foregoing;

“**Inspectors**” has the meaning given to it in Section 6.1;

“**Legal Requirement**” means any statute, law, treaty, rule, regulation, order, decree, writ, injunction or determination of any arbitrator, court, Governmental Authority or securities exchange and, with respect to any Person, includes all such Legal Requirements applicable or binding upon such Person, its business or the ownership or use of any of its assets;

“**Liquidator**” means the Person appointed pursuant to Section 4.1 in its capacity as liquidator of the Corporation;

“**Liquidation Date**” means the date on which the Shareholders pass the Resolution;

“**Liquidation Plan**” means this plan of liquidation and distribution as it may be amended, modified, supplemented, restated or otherwise modified in accordance with its terms;

“**Minister**” means the Minister of National Revenue;

“**SBCA**” means *The Business Corporations Act*, RSS 1978, c B-10;

“**SBCA Director**” means the Director appointed under Section 279 of the SBCA;

“**Person**” means any individual, partnership, limited partnership, joint venture, trust, corporation, unincorporated organization, government, agency, regulatory body or instrumentality thereof, legal personal representative or litigation guardian, or any other judicial entity howsoever designated, constituted or domiciled;

“**Proven Claim**” means a Claim finally determined or accepted in accordance with the provisions of the Claims Process;

“Resolution” means the special resolution of the Shareholders authorizing the voluntary liquidation and dissolution of the Corporation in accordance with the SBCA and approving this Liquidation Plan;

“Shareholders” means all holders of Common Shares shown from time to time in the registers maintained by or on behalf of the Corporation by the Transfer Agent in respect of the Common Shares and, unless otherwise specified, includes all beneficial owners of Common Shares;

“Tax Return” means any report, return or other information required to be supplied to a taxing authority in connection with:

- (a) all taxes, charges, fees, levies and other assessments (whether federal, provincial, local or foreign), including income, gross receipts, excise, property, sales, use, transfer, licence, payroll, franchise, withholding, social security and unemployment taxes, and
- (b) any interest, penalties and additions related to the foregoing;

“Transfer Agent” means Computershare Investor Services Inc., as transfer agent for the Common Shares of the Corporation.

1.2 Certain Rules of Interpretation

In this Liquidation Plan and the Schedules hereto:

- (a) all references to currency are to Canadian Dollars, except as otherwise expressly indicated;
- (b) the division of this Liquidation Plan into articles, sections, subsections and clauses and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Liquidation Plan;
- (c) the terms “this Liquidation Plan,” “hereof,” “hereunder,” “herein” and similar expressions refer to this Liquidation Plan and not to any particular article, section, subsection or clause and include any plan supplemental hereto;
- (d) unless otherwise indicated, any reference in this Liquidation Plan to an article, section, subsection, clause or schedule refers to the specified article, section, subsection, clause or schedule of or to this Liquidation Plan;
- (e) the use of words in the singular or plural, or with a particular gender shall not limit the scope or exclude the application of any provision of this

Liquidation Plan or a schedule hereto to such Person (or Persons) or circumstances as the context otherwise permits;

- (f) the words “includes” and “including” and similar terms of inclusion shall not, unless expressly modified by the words “only” or “solely,” be construed as terms of limitation, but rather shall mean “includes without limitation” and “including without limitation,” so that references to included matters shall be regarded as illustrative without being either characterizing or exhaustive;
- (g) unless otherwise specified, all references to time herein and in any document issued pursuant hereto mean local time in Saskatoon, Saskatchewan, and any reference to an event occurring on a Business Day shall mean prior to 5:00 p.m., on such Business Day;
- (h) unless otherwise specified, the time period within or following which any payment is to be made or act is to be done shall be calculated by excluding the day on which the period commences and including the day on which the period ends and by extending the period to the next succeeding Business Day if the last day of the period is not a Business Day. Whenever any payment to be made or action to be taken under this Liquidation Plan is required to be made or to be taken on a day other than a Business Day, such payment shall be made or action taken on the next succeeding Business Day;
- (i) unless otherwise specified, where any reference to an event occurring within any number of “days” appears in this Liquidation Plan, such reference means Calendar Days and not Business Days; and
- (j) unless otherwise specified, any reference to a statute, or other enactment of parliament or a legislature includes all regulations made thereunder, all enactments to or re-enactments of such statute or regulations in force from time to time and, if applicable, any statute or regulation that supplements or supersedes such statute or regulation.

ARTICLE 2

PURPOSE OF THE PLAN

2.1 Purpose

The purpose of this Liquidation Plan is to provide for a plan of liquidation and distribution of the Assets, identification, resolution and barring of Claims and dissolution of the Corporation.

2.2 Commencement of Liquidation

The voluntary liquidation and dissolution of the Corporation shall commence on and as of the Effective Date.

2.3 Affected Persons

This Liquidation Plan will be implemented under the SBCA and, as of the Effective Date, will be binding on the Corporation, the Directors, the Inspectors, the Liquidator and the Shareholders in accordance with its terms. On the Liquidation Date, each Shareholder shall be deemed to have consented and agreed to all of the provisions of this Liquidation Plan in their entirety.

ARTICLE 3 **EFFECT OF PLAN**

3.1 Share Transfers

If not already otherwise halted and/or delisted, the Common Shares will be delisted and will cease trading on the CSE as soon as is reasonably practicable following the Effective Date. All transfers of Common Shares thereafter shall be void unless made with the explicit sanction of the Liquidator or the Court.

3.2 Corporation to Cease Business

On and as of the Effective Date, the Corporation shall cease to carry on business, except insofar as may be determined to be required for the orderly liquidation of the Corporation in the discretion of the Liquidator, but the Corporation's corporate existence and all its corporate powers, even if otherwise provided by its articles or by-laws, shall continue under the control of the Liquidator until the Dissolution Date.

3.3 Resignation of Directors

On and as of the Effective Date, all of the powers of the Directors shall cease and the Directors shall be deemed to have resigned.

ARTICLE 4 **THE LIQUIDATOR**

4.1 Appointment of Liquidator

On and as of the Effective Date, KPMG Inc. is hereby appointed as the liquidator of the estate of the Corporation for the purpose of liquidating the Corporation's Assets and distributing the proceeds, after satisfying all Proven Claims, all in accordance with the terms of this Liquidation Plan, the SBCA, and any future orders of the Court. The

Liquidator shall be the agent and attorney-in-fact of the Corporation and shall act for and on behalf of the Corporation with the authority to enter into agreements and execute documents for and on behalf of the Corporation in such capacity pursuant to the powers and obligations of the Liquidator as contained in this Liquidation Plan, the SBCA, and any future orders of the Court.

4.2 Application for Court Supervision

On the Effective Date, the Corporation will instruct the legal firm of McDougall Gauley LLP (“MG”) to file an application with the Court as soon as reasonably possible, seeking an order pursuant to subsection 204(8) of the SBCA that the liquidation of the Corporation and appointment of the Liquidator be continued under the supervision of the Court as provided in Division XVI of the SBCA, at which time the Court may so order and may make any further order it thinks fit. MG shall be paid its reasonable fees and disbursements in respect of the application, which shall be paid by the Corporation or the Liquidator, as the case may be, from the Assets in priority to all other Claims.

4.3 Mandatory Obligations of the Liquidator

The Liquidator is expressly directed, empowered and authorized to, and shall:

- (a) forthwith after the Liquidator’s appointment give notice thereof to the Director of Corporations and to each Creditor known to the Liquidator;
- (b) forthwith publish notice in the Gazette and by insertion once a week for two consecutive weeks in a newspaper published or distributed in the place where the Corporation has its registered office and take reasonable steps to give notice thereof in every jurisdiction where the Corporation carries on business, requiring any Person:
 - (i) indebted to the Corporation, to render an account and pay to the Liquidator at the time and place specified any amount owing;
 - (ii) possessing Assets, to deliver the Assets to the Liquidator at the time and place specified; and
 - (iii) having a Claim, to present particulars thereof in writing to the Liquidator not later than two months after the first publication of the notice;
- (c) take into its custody and control the Assets of the Corporation;
- (d) open and maintain a trust account for the moneys of the Corporation, which trust account shall not be made in the name of the Liquidator individually, but shall be a separate trust account in the Liquidator’s name and capacity as Liquidator of the Corporation, and such money shall be

withdrawn for payment of Proven Claims, taxes, fees and expenses incurred in connection with the implementation of the Liquidation Plan and signed in accordance with such signing authorities as may be determined by the Liquidator in consultation with the Inspectors and/or as directed by the Court;

- (e) keep accounts of the moneys of the Corporation received and paid out by the Liquidator;
- (f) maintain separate lists of the Shareholders, creditors and other Persons having Claims against the Corporation;
- (g) if at any time the Liquidator determines that the Corporation is unable to pay or adequately provide for the discharge of its obligations, apply to the Court for directions;
- (h) deliver to the Court and to the Director of Corporations, at least once in every twelve-month period after the Liquidator's appointment or more often as the Court may require, financial statements of the Corporation in the form required by section 149 of the SBCA or in such other form as the liquidator may think proper or as the Court may require;
- (i) delist the Common Shares from the CSE in the event the same have not already been delisted as of the Effective Date;
- (j) apply to the Financial and Consumer Affairs Authority for Saskatchewan for an order that the Corporation shall cease to be a reporting issuer under applicable securities legislation;
- (k) establish and implement a Claims Process;
- (l) cause to be filed with the appropriate Governmental Authority all Tax Returns required to be filed by the Corporation;
- (m) remit all taxes required to be remitted by the Corporation in accordance with all applicable statutes, all outstanding CPP contributions and EIA premiums, including any associated interest and penalties and obtain the Clearance Certificates;
- (n) cause to be filed with the appropriate Governmental Authority all financial statements and reports required to be filed by the Corporation;
- (o) maintain the continuous disclosure requirements applicable to the Corporation under all applicable securities laws, subject to amendments or exclusions which may be obtained by order of the Court during the liquidation proceedings;

- (p) maintain appropriate liability insurance in place for the Liquidator if necessary;
- (q) pay or otherwise satisfy all Proven Claims from the Assets in accordance with the Claims Process and any orders of the Court;
- (r) after satisfying all Proven Claims and having the Liquidator and its legal counsel's final accounts approved by the Court, distribute any surplus proceeds among the Shareholders according to their respective rights; and
- (s) fulfill the reporting obligations set forth at Section 4.5.

4.4 Discretionary Powers of the Liquidator

The Liquidator is expressly empowered and authorized, but not obligated, to do any of the following:

- (a) retain lawyers, accountants, engineers, appraisers and other professional advisers, if necessary, to assist with the administration and implementation of this Liquidation Plan;
- (a) engage any former employee of the Corporation to assist with the Liquidator's administration and implementation of the Liquidation Plan;
- (b) with the prior approval of the Inspectors, bring, defend or take part in any civil, criminal or administrative action or proceeding in the name and on behalf of the Corporation;
- (c) carry on the business of the Corporation so far as may be required for the liquidation and dissolution of the Corporation;
- (d) sell by public auction or private sale any of the Assets;
- (e) do all acts and execute any documents in the name and on behalf of the Corporation;
- (f) settle or compromise any Claims by or against the Corporation in accordance with the Claims Process and any orders of the Court;
- (g) in accordance with the provisions of the SBCA and any order of the Court, make or cause to be made from time to time, any interim distributions or distributions in kind of portions of the Assets to the registered Shareholders rateably among the registered Shareholders according to

their rights and interests in the Corporation, as considered appropriate and approved by the Court, and while maintaining such reserves as are reasonably necessary to provide for all Claims and the anticipated costs of completing the administration of this Liquidation Plan;

- (h) at any time after the affairs of the Corporation have been fully wound up, make an application to the Court for an order dissolving the Corporation;
- (i) apply to Court for directions and further orders in respect of the performance of the Liquidator's obligations, or anything else necessary for the liquidation and dissolution of the Corporation and distribution of the Assets; and
- (j) do all such things as are reasonably necessary for the liquidation and dissolution of the Corporation and distribution of the Assets in accordance with this Liquidation Plan, the SBCA and any orders of the Court.

4.5 Reporting Obligations

The Liquidator shall report to the Court at such times and intervals as the Liquidator may deem appropriate with respect to matters relating to the Assets, the Corporation and such other matters as may be relevant to this Liquidation Plan, and shall make such reporting available to the Shareholders by posting such reporting on its website at the following URL: <https://home.kpmg/ca/primewest>

4.5 Removal of the Liquidator

The Liquidator may be removed by order of the Court pursuant to an application brought following either:

- (a) a resolution of the majority of the Inspectors;
- (b) a determination by the Liquidator, in its discretion, that it ought to be discharged by the Court; or
- (c) an ordinary resolution of the Shareholders at a meeting called for the purpose of removing the Liquidator;

but only if such order of the Court appoints another liquidator in the Liquidator's stead which successor liquidator shall become the Liquidator under this Liquidation Plan.

4.6 Fees of the Liquidator and Its Counsel

The Liquidator and its legal counsel shall be paid their reasonable fees and disbursements at their standard rates from the Assets as and when the Liquidator or its counsel renders an account to the Corporation and such account is approved by the Inspectors. Pursuant to Section 216(1) of the SBCA, the costs, charges and expenses of the liquidation, including the reasonable fees and disbursements of the Liquidator and its legal counsel, are payable out of the Assets in priority to all other Claims. In the event of a dispute between the Liquidator and Inspectors with respect to the Liquidator's fees and disbursements, including the fees of its counsel, the Liquidator may apply to the Court.

4.7 Indemnity

The Corporation hereby releases, holds harmless and indemnifies (including out of the Assets) the Liquidator from and against all liabilities, claims and costs of any nature arising from the Liquidator's execution of this Liquidation Plan, save and except any such liabilities, claims or costs arising as a result of the Liquidator's fraud, gross negligence or wilful misconduct.

ARTICLE 5 **TERMINATION OF EMPLOYEES**

5.1 Termination of Employment

All Employees shall be terminated on the Effective Date, other than those Employees who are requested by the Liquidator to remain in service and assist in the implementation of this Liquidation Plan and agree to do so, which Employees shall remain Employees of the Corporation.

5.2 Employment Agreements

In connection with the termination of all Employees, the Corporation shall honour and fully comply with all existing agreements with such Employees.

ARTICLE 6 **INSPECTORS**

6.1 Appointment of Inspectors

On and as of the Effective Date, Tom Robinson, Wilson Olive, Francis Bast and Tom Archibald are hereby appointed as inspectors of the Corporation's liquidation (the "Inspectors").

6.2 Approval of Inspectors

For any action or inaction which requires the approval of the Inspectors under this Liquidation Plan, by order of the Court or pursuant to the SBCA, such approval shall exist if a majority of the Inspectors approve of the action or inaction by vote at a meeting of Inspectors or otherwise by written resolution signed by a majority of the Inspectors.

6.3 Meeting of Inspectors

The Liquidator or any one of the Inspectors may call a meeting of Inspectors by providing all of the Inspectors with two days written notice of such meeting, which notice may be waived by the Inspectors in their discretion. Such meetings may be held by teleconference. Quorum for any meeting of Inspectors shall be a majority of the Inspectors. Each of the Inspectors shall have one vote at any such meetings. The Liquidator shall have no vote at such meetings but may chair such meetings with the approval of a majority of the Inspectors.

6.4 Removal of Inspectors

An Inspector may be removed by:

- (a) order of the Court; or
- (b) ordinary resolution of the Shareholders at a meeting called for the purpose of removing an Inspector.

6.5 Filling Vacancies of Inspectors

There shall always be at least one Inspector and not more than four Inspectors at any time. Any vacancy in the number of permissible Inspectors may be filled by election by the majority of remaining Inspectors.

6.6 Remuneration of Inspectors

The compensation paid to Inspectors shall be \$10,000.00 per Inspector per year, pro rated for the length of each Inspector's appointment plus \$1,000.00 per Inspector per day on which meetings of Inspectors are held for attendance at such meetings in person or, if attended by conference call, \$500.00 per Inspector per day.

6.7 Indemnity

The Corporation hereby releases, holds harmless and indemnifies (including out of the Assets) the Inspectors from and against all liabilities, claims and costs of any nature arising from the Inspectors' actions under this Liquidation Plan, save and except any such liabilities, claims or costs arising as a result of the Inspectors' fraud, gross negligence or wilful misconduct.

ARTICLE 7
DISTRIBUTIONS

7.1 Delivery of Distribution to Shareholders

Unless otherwise directed, distributions of surplus proceeds to registered Shareholders shall be made by the Liquidator at the addresses set forth in the registers maintained by the Transfer Agent in respect of the Common Shares as at the date of any such distribution, or if applicable, and to the extent differing from the foregoing, at the address of such registered Shareholder's respective legal representatives, in trust for such registered Shareholder. Beneficial holders of Common Shares shall be entitled to receive distributions only through the applicable registered Shareholder on the registers maintained by the Transfer Agent in respect of the Common Shares.

7.2 Undeliverable Distributions to Shareholders

Where the Liquidator is unable to deliver a distribution to a registered Shareholder because such Shareholder is unknown or such Shareholder's whereabouts is unknown, the distribution shall be delivered or conveyed by the Liquidator to the Minister of Finance in accordance with section 220 of the SBCA, to be held in trust for the registered Shareholder, and such delivery or conveyance shall be deemed to be a distribution to that registered Shareholder of his, her or its rateable share for the purpose of this Liquidation Plan.

7.3 Interim Distributions

Any distributions to registered Shareholders (other than any final distribution on the cancellation of the Shares) shall be either as a reduction of stated capital, subject to satisfying the applicable solvency tests in the SBCA, or as a dividend. Subject to applicable law, the determination as to whether or not to make any such interim distribution and whether or not any such interim distribution is made as a reduction of stated capital or as a dividend shall be made by the Liquidator in consultation with the Inspectors.

ARTICLE 8
COMPLETION OF THE LIQUIDATION PLAN

8.1 Discharge of Liquidator

As soon as is practicable following the Dissolution Date, the Liquidator shall apply to the Court for approval of its final account and its discharge and, upon the Court making such order, the Liquidator shall be discharged and shall have no further obligations or responsibilities, except as may otherwise be ordered by the Court.

ARTICLE 9
GENERAL PROVISIONS

9.1 Liquidation Plan Amendment

The Liquidator may, at any time prior to the Dissolution Date, agree to amend, modify and/or supplement this Liquidation Plan without the approval of the Shareholders:

- (a) in order to correct any clerical or typographical error;
- (b) as required to maintain the validity or effectiveness of this Liquidation Plan as a result of any change in any Legal Requirement; or
- (c) in order to make any change that in the opinion of the Liquidator is necessary, provided that it does not materially change the terms of this Liquidation Plan.

9.2 Severability

In the event that any provision in this Liquidation Plan is held by the Court to be invalid, void or unenforceable, the Court shall have the power to alter and interpret such term or provision to make it valid and enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void or unenforceable, and such term or provision shall then be applicable as altered and interpreted. Notwithstanding any such holding, alteration or interpretation, the remainder of the terms and provisions of this Liquidation Plan shall remain in full force and effect and shall in no way be affected, impaired or invalidated by such holding, alteration or interpretation.

9.3 Paramountcy

From and after the Effective Date and, subject always to any orders of the Court, any conflict between: (a) this Liquidation Plan; and (b) any information summary in respect of this Liquidation Plan, or the covenants, warranties, representations, terms, conditions, provisions or obligations, express or implied, of any contract, document or agreement, written or oral, and any and all amendments and supplements thereto existing between the Corporation and any of the Shareholders, Directors and Liquidator as at the Liquidation Date, will be deemed to be governed by the terms, conditions and provisions of this Liquidation Plan, which, subject to any orders of the Court, shall take precedence and priority.

9.4 Notices

Any notice or communication to be delivered hereunder shall be in writing and shall reference this Liquidation Plan and may, subject as hereinafter provided, be made or given by personal delivery, by fax, courier or e-mail addressed to the respective parties as follows:

- (a) if to a Shareholder, at the addresses set forth in the securities register kept at the Transfer Agent;
- (b) if to a Creditor, at the addresses set forth in the books and records of the Corporation or the proofs of claim filed by such Creditor in accordance with the Claims Process;
- (c) if to the Corporation or the Liquidator:

Liquidator:

KPMG Inc.

Contact:

Neil Honess

403-691-8014

neilhoness@kpmg.ca

Cristina Pimienta

403-691-8406

cpimienta@kpmg.ca

Address:

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

- (d) if to the Inspectors:

[To be determined]

or to such other address as any party may from time to time notify the others in accordance with this Section 9.4. All such notices and communications which are delivered shall be deemed to have been received on the date of delivery. Any such notices and communications which are emailed or faxed shall be deemed to be received on the date emailed or faxed if sent before 5:00 p.m. Central Standard Time on a Business Day and otherwise shall be deemed to be received on the Business Day next following the day upon which such email or fax was sent. Any notice or other communication sent by mail shall be deemed to have been received on the fifth Business Day after the date of mailing. The unintentional failure by the Liquidator to give a notice contemplated hereunder shall not invalidate any action taken by any Person pursuant to this Liquidation Plan.

9.5 Governing Law

This Liquidation Plan shall be governed by and construed in accordance with the laws of the Province of Saskatchewan and the federal laws of Canada applicable therein without regard to conflict of laws. All questions as to the interpretation or application of this

Liquidation Plan and all proceedings taken in connection with this Liquidation Plan and its provisions shall be subject to the exclusive jurisdiction of the Court.

The foregoing Liquidation Plan being adopted by the Board as of this 16th day of August 2019.

BY THE ORDER OF THE BOARD

“Tom Robinson”

Name: Tom Robinson

Title: Chair

SCHEDULE "B"

LIQUIDATOR'S CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that KPMG Inc., the liquidator (the "**Liquidator**") of PrimeWest Mortgage Investment Corporation (the "**Corporation**") appointed by Order of the Court of Queen's Bench of Saskatchewan (the "**Court**") issued the ____ day of _____, 2019 (the "**Order**") made in action _____, has received as such Liquidator from the holder of this certificate (the "**Lender**") the principal sum of \$ _____, being part of the total principal sum of \$ _____ which the Liquidator is authorized to borrow under and pursuant to the Order.
2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily] [monthly not in advance on the ____ day of each month] after the date hereof at a notional rate per annum equal to the rate of ____ per cent above the prime commercial lending rate of Bank of _____ from time to time.
3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Liquidator pursuant to the Order or to any further order of the Court, a charge upon the whole of the Assets (as defined in the Order), in priority to the security interests of any other person, but subject to the right of the Liquidator to indemnify itself out of such Assets in respect of its remuneration and expenses.
4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at *.
5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Liquidator to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.
6. The charge securing this certificate shall operate so as to permit the Liquidator to deal with the Assets as authorized by the Order and as authorized by any further or other order of the Court.
7. The Liquidator does not undertake any personal liability to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the _____ day of _____, 2019.

KPMG Inc., solely in its capacity as Liquidator of the Corporation, and not in its personal capacity

Per: _____
Name:
Title:

SCHEDULE "C"

ELECTRONIC CASE INFORMATION AND SERVICE PROTOCOL

APPLICATION

1. This Electronic Case Information and Service Protocol shall apply to this proceeding except as otherwise ordered by the Court.

DEFINITIONS

2. For the purposes of this Protocol, the following capitalized terms shall have the meanings ascribed below:
 - (a) "**Case Website**" means the website referenced in paragraph * of the Implementation Order;
 - (b) "**Court**" means the Court of Queen's Bench for Saskatchewan, sitting in bankruptcy if applicable;
 - (c) "**Court Document**" means a document in this proceeding which must be served for the purposes of this proceeding and/or is to be filed, or has been filed or issued in the Court, including:
 - (i) originating applications;
 - (ii) notices of application;
 - (iii) affidavits;
 - (iv) reports of a Court Officer;
 - (v) briefs of law;
 - (vi) books of authorities;
 - (vii) draft orders;
 - (viii) fiats; and
 - (ix) issued orders;
 - (d) "**Court Officer**" means the liquidator appointed by or reporting to the Court in this proceeding;
 - (e) "**Creditor List**" means the list of creditors to be compiled in accordance with the terms of the Implementation Order;
 - (f) "**Email**" means electronic mail transmitted to a specified addressee or addresses;
 - (g) "**Email Address List**" means the Word Format list provided for in paragraph 23 of this Protocol;

- (h) "**Hyperlink**" means an active link located within an Email message or on a website, by which means an interested person can click to be linked to a document or part of a document on the Case Website;
- (i) "**Implementation Order**" means the order of the Court to which this Protocol is scheduled, and by which this Protocol is implemented;
- (j) "**PDF Format**" means the Portable Document Format compatible with a number of programs, including Adobe Acrobat and Acrobat Reader;
- (k) "**Protocol**" means this Electronic Case Information and Service Protocol;
- (l) "**Request for Electronic Service**" or "**RES**" means a request in the form appended to this Protocol as Appendix 1;
- (m) "**Request for Facsimile Service**" or "**RFS**" means a request in the form appended to this Protocol as Appendix 2;
- (n) "**Request for Removal from Service List**" or "**RFR**" means a request in the form appended to this Protocol as Appendix 3;
- (o) "**Service List**" means the list to be created pursuant to paragraphs 16 to 19 of this Protocol;
- (p) "**Service List Keeper**" means the person(s) appointed to keep the Service List pursuant to paragraph 16 of this Protocol;
- (q) "**Supplementary Email Address List**" has the meaning given to it in paragraph 26(b) of this Protocol;
- (r) "**Supplementary Service List**" has the meaning given to it in paragraph 26(a) of this Protocol;
- (s) "**URL**" means a Uniform Resource Locator which acts as an address for a webpage or Hyperlink;
- (t) "**Web Host**" means that person or persons appointed by the Court Officer for the purposes of hosting and maintaining the Case Website and receiving and posting case information to the Case Website as provided for in the Implementation Order and in this Protocol; and
- (u) "**Word Format**" means a format compatible with Microsoft Word

CASE WEBSITE

3. The Case Website shall be established in accordance with the Implementation Order.
4. The Case Website shall be hosted by the Web Host.
5. The Case Website shall be designed to ensure easy public access thereto and to any documents posted thereon. The Case Website shall be specifically devoted to the posting, organization, storage and display of electronic versions of Court Documents and other related documents as provided for herein.
6. The Web Host shall post the following categories of documents, as served or to be served:
 - (a) originating applications;

- (b) notices of application;
 - (c) affidavits, including exhibits, and other material filed by a moving or responding party with respect to an application;
 - (d) briefs and written arguments filed by any party with respect to an application;
 - (e) books of authorities (where the Web Host, in its discretion, determines that a book of authorities should be posted);
 - (f) reports filed by the Court Officer;
 - (g) orders, fiats, endorsements and judgments;
 - (h) the current version of the Service List and Email Address List;
 - (i) the name and Email address of each of the Service List Keeper(s) and the Web Host(s); and
 - (j) any document that requires dissemination to interested parties, such as summaries of claims processes, proof of claim forms, notices of creditor meetings, plan disclosure statements, plans of reorganization and voting letters, as requested by a party or the Court Officer.
7. Documents that have been sealed by Court order and documents in respect of which sealing orders have been or are being requested shall not be posted on the Case Website.
 8. The Web Host may post other case-related information to the Case Website in its discretion. Nothing in this Protocol shall affect any requirements set out in any legislation or regulations with respect to the posting of documents to a website by the Court Officer.
 9. To the extent practicable, the Web Host shall post links to foreign proceedings related to this proceeding on the Case Website.
 10. If the Web Host is uncertain whether a document should be posted on the Case Website, the Web Host may seek directions from the Court.
 11. Any party intending to bring an application in this proceeding shall, if reasonably practicable, provide an electronic copy of Court Documents to be served to the Web Host for posting on the Case Website prior to service to facilitate service by use of Hyperlink.
 12. The Web Host shall use its best efforts to post documents provided to it by a party to these proceedings in PDF Format on the Case Website as soon as practicable.
 13. The Web Host shall maintain the Case Website for a period of at least six months after the earlier of the completion of this proceeding or the discharge of the Court Officer.
 14. The Web Host is entitled to charge for the time spent maintaining the Case Website at its usual hourly rates. No additional charges or fees may be claimed with respect to the establishment and maintenance of the Case Website.
 15. The Web Host shall use its best efforts to maintain the Case Website in a current and complete state. In addition to any other protection that may be available to the Web Host by statute or court order the Web Host shall incur no liability or obligation in carrying out the provisions of this Protocol and, in particular, with respect to the creation and maintenance of the Case Website, except as a result of any gross negligence or wilful misconduct on the part of the Web Host.

SERVICE LIST

16. Prior to serving notice of the Implementation Order, the Court Officer shall designate and identify, in conjunction with service thereof, a person or persons who shall be responsible for keeping the Service List in this proceeding (the "**Service List Keeper**").
17. Following service of the Implementation Order, the Service List Keeper shall prepare the initial Service List for this proceeding, which shall include:
 - (a) counsel for the applicant in the proceeding;
 - (b) the Court Officer appointed in the matter and counsel for the Court Officer; and
 - (c) counsel for any party who appeared at the application giving rise to the Implementation Order.
18. Thereafter, the Service List Keeper shall add to the Service List in a timely manner:
 - (a) any person completing and delivering to the Service List Keeper a Request for Electronic Service (or RES) in the form contained in Appendix 1;
 - (b) any person (other than legal counsel, who are required to receive service by Email) completing and delivering to the Service List Keeper a Request for Facsimile Service (or RFS) in the form contained in Appendix 2, in which they certify that they do not have access to Email; and
 - (c) any other person as the Court may order.
19. The Service List shall list names, addresses, Email addresses, facsimile numbers (where permitted pursuant to this Protocol) and telephone numbers (if available) of the persons thereon.
20. Upon adding a person to the Service List, the Service List Keeper shall send an Email (or where permitted, facsimile) message to that person identifying themselves as the Service List Keeper and advising that:
 - (a) the person has been placed upon the Service List,
 - (b) Court Documents will be validly served upon the person by Email (or where permitted, facsimile); and
 - (c) any person on the Service List may serve Court Documents on any other person on the Service List in accordance with this Protocol.
21. Any person on the Service List may request in writing that the Service List Keeper remove that person by delivering a Request for Removal from Service List (or RFR) in the form contained in Appendix 3. Upon receipt of any such request, the Service List Keeper shall comply with the request. Subject to order of the Court, upon removal, any such person will no longer be entitled to service of documents or notice of further proceedings.
22. Those persons who are interested in monitoring a proceeding but are not required to be served with Court Documents are not to be placed on the Service List. Such persons should monitor this proceeding by accessing the Case Website.

23. In addition to the Service List, the Service List Keeper shall create and maintain a document, capable of being copied in Word Format, which contains the up to date Email addresses of all persons on the Service List (the "**Email Address List**"). The purpose of the Email Address List is to allow persons on the Service List to copy and paste the Email addresses of the persons listed on the Service List into Emails for the purpose of serving Court Documents. This process is designed to avoid service of Court Documents using out of date or inaccurate Service Lists, and to discourage the undesirable practice of serving Court Documents by a "reply to all" on a previous Email.
24. The Service List Keeper shall, on a timely and periodic basis, provide an updated copy of the Service List and of the Email Address List to the Web Host for posting on the Case Website.
25. The Service List Keeper shall use its best efforts to maintain the Service List and Email Address List in a current and accurate state. In addition to any other protection that may be available to the Service List Keeper by reason of statute or court order, the Service List Keeper shall incur no liability in carrying out the provisions of this Protocol and, in particular, with respect to the creation or maintenance of the Service List and Email Address List, except for any gross negligence or wilful misconduct on its part.
26. During the course of this proceeding, certain applications may require service of Court Documents on respondents with an interest in that particular application only (for example, service on lien claimants with an interest only in a specific property which is the subject of a proposed sale approval and vesting order). In such circumstances:
 - (a) the party bringing the application shall prepare a service list identifying only the respondents that the applicant is required to serve or otherwise wishes to serve (a "**Supplementary Service List**");
 - (b) the party bringing the application shall prepare an Email address list corresponding to the Supplementary Service List (a "**Supplementary Email Address List**");
 - (c) the body of the original service Email shall note that the entire Service List has not been served;
 - (d) the party bringing the application shall append the Supplementary Service List and Supplementary Email Address List to the original service Email; and
 - (e) the affidavit of service with respect to that application shall include the Supplementary Service List.

SERVICE OF DOCUMENTS

27. Unless otherwise ordered by the Court, and except as provided herein, Email shall be the required mechanism to serve Court Documents on those persons referenced on the Service List.
28. All Court Documents shall be served by Email by way of a PDF Format file attached to, or by Hyperlink to such Court Document(s) embedded in, a service Email.
29. Any party wishing to serve a Court Document in this proceeding shall serve them upon the recipients listed in the current the Email Address List posted on the Case Website, as well as any recipients listed in the Service List entitled to service other than by e-mail pursuant to this Protocol. If possible, the serving party shall first make enquiries of the Service List Keeper to determine if the Service List Keeper is aware of any person who has filed a request to be added to the Service List or the Email Address List who has not yet been added.

30. Originating Applications, Notices of Application and any other document specified by court order shall be appended in PDF Format to the service Email.
31. All other documents shall, unless it is impracticable to do so by reason of time constraints or otherwise, be served by way of a Hyperlink embedded in the service Email, in accordance with the following:
 - (a) Any party filing material with the Court in these proceedings may request that the Web Host post documents (including Court Documents) to the Case Website. Any such document shall be provided in PDF Format. The Web Host shall post such documents as soon as practicable. The Web Host shall retain the discretion to refuse documents which do not appear to comply with the requirements of this Protocol. The Web Host shall inform the party providing documents immediately upon posting, and provide Hyperlink information for each such document.
 - (b) Where a party is serving more than one document by Email by way of Hyperlink, the service Email shall specify each document being served and shall include a separate Hyperlink for each such document being served.
32. A service Email shall:
 - (a) clearly state in the subject line of the Email:
 - (i) notification that a Court Document is being served;
 - (ii) a recognizable short form name of this proceeding; and
 - (iii) the nature of this proceeding or the order being served;
 - (b) identify the document(s) being served and:
 - (i) where the document(s) is/are attached, so indicate, with the identified documents attached in PDF Format with identifying filenames;
 - (ii) where the document(s) is/are being served by Hyperlink, so indicate and link the document(s) by Hyperlink to the Case Website. Where a party is serving more than one document in this manner, the service Email shall specify each document being served and shall include a separate Hyperlink for each such document being served;
 - (c) identify the party serving the Court Document; and
 - (d) provide the date of the proceeding and any other specific information with respect to the proceeding such as, for example, a specific commencement time or court location if known, in substantial accordance with format set forth in Appendix 4.
33. Where service by facsimile is authorized:
 - (a) the transmission shall contain a copy of the service Email and of any document attached thereto;
 - (b) the facsimile cover sheet shall contain the following notation:

You are being served by fax with court documents, pursuant to the Order of the Court of Queen's Bench for Saskatchewan made <insert date> and in particular, the provisions of paragraphs <insert paragraph numbers> thereof. You may view that Order at the Case

Website, and this transmission and reference to that document constitutes service of that Order upon you.

Particulars of the documents to be served and other information related to the associated Court matter are contained in the message following.

Please note that documents referenced in the following message but which are not attached to this transmission may be viewed at the Case Website located at <insert a list of documents and the URL for each document>.

34. Upon serving documents not already posted on the Case Website, the serving party shall immediately send an electronic copy of each to the Web Host, with a request to post the documents.
35. If a serving party receives notification of an Email or facsimile transmission failure, they shall make reasonable efforts to ensure that successful transmission of the Court Document occurs or that the Court Documents and related information come to the attention of the intended recipient or his or her firm.
36. Even though a Court Document has been served in accordance with this Protocol, a person may show that the Court Document:
 - (a) did not come to the person's notice;
 - (b) came to the person's notice later than when it was served or effectively served; or
 - (c) was incomplete or illegible.
37. Each party serving a Court Document in accordance with this Protocol shall prepare an affidavit of service containing the particulars of the service including the Service List served, the Email addresses to which Court Documents were sent and the time of the Emailing. A copy of the affidavit of service shall be filed with the Court.
38. Where, by the nature of the matter before the Court, it is appropriate to serve persons that are not on the Service List, any Court Document may be served as follows:
 - (a) if the person is listed on the Creditor List, by prepaid ordinary mail, courier, personal delivery, facsimile or other electronic transmission to such person at their respective addresses as last shown on the Creditor List, in which case service shall be deemed to have been effected if sent by personal delivery, on the date of delivery; if sent by courier, facsimile or other electronic transmission, on the next business day following the date of forwarding thereof; or if sent by prepaid ordinary mail, on the seventh day after mailing;
 - (b) if the person is not listed on the Creditor List, by prepaid ordinary mail, courier, personal delivery, facsimile or other electronic transmission to such persons at their respective addresses as last shown on the records of the applicant or the Court Officer or as otherwise publicly available; and
 - (c) otherwise, by service effected in accordance with *The Court of Queen's Bench Rules*.

APPENDIX 1

REQUEST FOR ELECTRONIC SERVICE ("RES")

Please refer to important notes below.

COURT OF QUEEN'S BENCH FOR SASKATCHEWAN	
<p style="text-align: center;">In the Matter of the</p> <p style="text-align: center;"><input type="checkbox"/> CCAA <input type="checkbox"/> Receivership <input type="checkbox"/> BIA Proposal <input type="checkbox"/> Other _____</p> <p style="text-align: center;">of:</p> <p style="text-align: center;">XYZ Company Ltd (the "Corporation")</p> <p style="text-align: center;">< Insert URL for Case Website ></p>	
<p>Legal Counsel to Person listed below:</p> <p>(please provide firm name, lawyer's name, address and Email address)</p> <p>Please indicate your preference (by checking applicable box below):</p> <p><input type="checkbox"/> Serve counsel only</p> <p><input type="checkbox"/> Serve counsel & person listed below</p>	<p>Law Firm Name: _____</p> <p>Lawyer Name: _____</p> <p>Address: _____</p> <p>_____</p> <p>Email address: _____</p>
<p>Name of Person requesting Service:</p> <p>(please provide full legal name, address, Email address and describe legal relationship to the Corporation)</p>	<p>Name: _____</p> <p>Address: _____</p> <p>_____</p> <p>Email address: _____</p>
<p>Date: (insert current date)</p>	<p>Date: _____</p>

I acknowledge having read the Saskatchewan Court of Queen's Bench Electronic Case Information and Service Protocol. I hereby request to be placed on the Service List. By so doing, I agree that the person(s) named above that each accepts service by electronic means in this matter and will be bound by that service:

Name and Position of Person Making Request

PLEASE RETURN SIGNED COPY OF FORM TO *<insert name of Service List Keeper here>*: *<Email address>* 1 306-xxx-xxxx

IMPORTANT NOTES

1. The Service List is intended to provide a timely and efficient method for effecting service in bankruptcy and insolvency in accordance with the Electronic Case Information and Service Protocol, a copy of which has been posted at *.
2. Persons interested solely in monitoring the proceedings should do so by reference to the Case Website noted above and should not request to be placed on the Service List.
3. By filing this RES form, you hereby agree that that you and any other person referenced herein accepts service by facsimile transmsion as the sole means of service and will be bound by that service.
4. Parties residing outside of Saskatchewan should consider whether, based on substantive law, the delivery of an RES constitutes an attornment to the Saskatchewan proceedings.

APPENDIX 2

REQUEST FOR FACSIMILE SERVICE ("RFS")

(only available to parties not having access to Email)

Please refer to important notes below.

COURT OF QUEEN'S BENCH FOR SASKATCHEWAN	
In Bankruptcy and Insolvency	
In the Matter of the	
<input type="checkbox"/> CCAA <input type="checkbox"/> Receivership <input type="checkbox"/> BIA Proposal <input type="checkbox"/> Other _____	
of:	
XYZ Company Ltd (the "Corporation")	
< Insert URL for Case Website >	
Name of Person requesting Service: (please provide full legal name, address, Email address and describe legal relationship to the Corporation)	Name: _____ Address: _____ _____ Facsimile number: _____
Date: (insert current date)	Date: _____

I acknowledge having read the Saskatchewan Court of Queen's Bench Electronic Case Information and Service Protocol. I hereby request to be placed on the Service List.

I hereby certify that I do not have access to Email, and that I require to be given notice of and to be served with documents by way of facsimile transmission.

By so doing, I agree that I accept service by facsimile in this matter and will be bound by that service:

Name and Position of Person Making Request

PLEASE RETURN SIGNED COPY OF FORM TO <insert name of Service List Keeper here>: 306-xxx-xxxx

IMPORTANT NOTES:

1. The Service List is intended to provide a timely and efficient method for effecting service in bankruptcy and insolvency in accordance with the Electronic Case Information and Service Protocol, a copy of which has been posted at *.
2. Persons interested solely in monitoring the proceedings should do so by reference to the Case Website noted above and should not request to be placed on the Service List.
3. By filing this RFS form, you hereby agree that you accept service by facsimile transmission as the sole means of service and will be bound by that service.
4. Parties residing outside of Saskatchewan should consider whether, based on substantive law, the delivery of an RFS constitutes an attornment to the Saskatchewan proceedings.

APPENDIX 3

REQUEST FOR REMOVAL FROM SERVICE LIST ("RFR")

Please refer to important notes below.

COURT OF QUEEN'S BENCH FOR SASKATCHEWAN	
In Bankruptcy and Insolvency	
In the Matter of the	
<input type="checkbox"/> CCAA <input type="checkbox"/> Receivership <input type="checkbox"/> BIA Proposal <input type="checkbox"/> Other _____	
of:	
XYZ Company Ltd (the "Corporation")	
< Insert URL for Case Website >	
Name of Person or Counsel requesting Removal from Service List: (please provide full legal name, address, Email address (or facsimile number))	Name: _____ Address: _____ _____ Email address: _____
Date: (insert current date)	Date: _____

I wish to opt out of all further notice of these proceedings, and hereby request to be removed from the Service List.

I understand and acknowledge that delivery of this request to any party to this proceeding relieves all parties to this proceeding from any requirement to provide further notice of any steps in these proceedings to me.

I hereby represent that I am the person named above or have authority to deliver this request on behalf of such person.

Name and Position of Person Making Request

PLEASE RETURN SIGNED COPY OF FORM TO <insert name of Service List Keeper here> <insert Email address of Service List Keeper here> 306-xxx-xxxx

APPENDIX 4

FORMAT FOR SERVICE EMAILS

TO: <Email addresses of parties to be served>
FROM: <Email address of party serving documents>
SUBJECT: Service of Court Documents - QB No. * of * (<Name of Judicial Centre>) - <Nature of Proceeding or Order Being Served>
ATTACHMENTS: <Documents Attached to Email>

You are hereby served with the Court Documents referenced below by <Name of Counsel> of <Name of Firm>, legal counsel for <Name of Party Represented> <Email address for service of counsel serving>.

The following Court Documents for service are attached to this Email:

<u>Name of Document</u>	<u>Filename</u>
<enumerated list of documents and filenames>	

The following Court Documents for service are posted on the Case Website and can be accessed by way of the links embedded in the filenames below:

<u>Name of Document</u>
<enumerated list of documents with embedded Hyperlinks>

[If required] This matter will be heard on <day>, <date> at <time> before <Justice of the Court if known> at the courthouse at <City>, located at <address>.

This Email is effecting service of court documents pursuant to the Order of the Court of Queen's Bench made <insert date > and in particular, the provisions of paragraphs <insert paragraph numbers> thereof. You may view that Order by clicking <here (with embedded link)>, and this Email constitutes service of that order upon you.

You are receiving this Email because you have filed a request for service of documents in this proceeding with <Name of Service List Keeper>. If you do not wish further notice of these proceedings (which includes service of all court documents) you may contact <Name of Service List Keeper> at <Email address with embedded link>, and ask to be removed.