

COURT FILE NUMBER Q.B. No. ____ of 20__

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

JUDICIAL CENTRE *

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, RSC 1985, c C-36, AS
AMENDED (the "CCAA")

AND

IN THE MATTER OF A PROPOSED PLAN OF ARRANGEMENT FOR THE CREDITORS OF
[APPLICANT'S NAME] (the "Applicant")

SASKATCHEWAN TEMPLATE CCAA INITIAL ORDER
EFFECTIVE AS OF DECEMBER 6, 2017

[*NOTE: DO NOT USE THIS ORDER AS A PRECEDENT WITHOUT REVIEWING THE
SASKATCHEWAN TEMPLATE CCAA INITIAL ORDER EXPLANATORY NOTES AS OF DECEMBER
6, 2017, AS SAME MAY BE UPDATED OR MODIFIED BY FOOTNOTES IN THIS REVISED ORDER.]

Before the Honourable _____ Justice _____ in Chambers the _____ day of _____, 20____.

Upon application by counsel on behalf of the Applicant, and upon hearing _____, counsel on behalf of
_____, and upon reading the Originating Application dated the ___ day of _____, 20____, the
Affidavit of _____ sworn the ___ day _____, 20____, and the Draft Order, (collectively, the
"**Application Materials**"), all filed with proof of service, and upon being advised that the secured creditors
who are likely to be affected by the charges created herein were given notice: ¹

The Court Orders:

SERVICE

1. Service of the Application Materials upon all parties listed on the Service List established in these proceedings (a current copy of which is appended as Schedule "A" hereto) shall be and is hereby deemed to be good, timely and sufficient.

TERM OF ORDER

2. The hearing of the application in this proceeding shall be held at the Court House situated at **[ADDRESS OF COURT HOUSE]**, at _____ o'clock in the _____ noon on the ___ day of _____, 20____. **[IF APPLICABLE]** All of the relief provided for in the subsequent paragraphs of this Order is granted to the Applicant on an interim basis only, and the relief made in the subsequent paragraphs will expire at 11:59 p.m. Saskatchewan Time on the _____ day of _____, 20____, unless extended by this Court.

APPLICATION

3. The Applicant is a company to which the CCAA applies.

¹The CCAA requires that notice be given to certain persons before certain relief may be granted. See, for example CCAA sections 11.2(1), 11.3(1), 11.4(1), 11.51(1), 11.52(1), 32(1), 32(3), 33(2) and 36(2).

PLAN OF ARRANGEMENT

4. The Applicant shall have the authority to file and may, subject to further order of this Court, file with the Court one or more plans of compromise or arrangement (the "**Plan**").

POSSESSION OF PROPERTY AND OPERATIONS

5. The Applicant shall:
 - (a) remain in possession and control of its current and future assets, undertakings and property of every nature and kind whatsoever, and wherever situate including all proceeds thereof (the "**Property**");
 - (b) subject to further Order of this Court, continue to carry on business in a manner consistent with the preservation of its business (the "**Business**") and Property;
 - (c) be authorized and empowered to continue to retain, employ, and pay the employees, consultants, agents, experts, accountants, counsel and such other persons (collectively "**Assistants**") currently retained or employed by it, with liberty to retain, employ, and pay such further Assistants as it deems reasonably necessary or desirable, all in the ordinary course of business or for the carrying out of the terms of this Order;
 - (d) **[Note: This provision should only be utilized where necessary, in view of the fact that central cash management systems often operate in a manner that consolidates the cash of Applicant companies.]** be entitled to continue to utilize the central cash management system currently in place as described in the Affidavit of **[NAME]** sworn **[DATE]**, and posted on the website referred to in the Protocol (as hereinafter defined), or replace it with another substantially similar central cash management system (the "**Cash Management System**"). Any present or future bank providing the Cash Management System:
 - (i) shall not be under any obligation whatsoever to inquire into the propriety, validity or legality of any transfer, payment, collection or other action taken under the Cash Management System, or as to the use or application by the Applicant of funds transferred, paid, collected or otherwise dealt with in the Cash Management System;
 - (ii) shall be entitled to provide the Cash Management System without any liability in respect thereof to any Person (as hereinafter defined) other than the Applicant, pursuant to the terms of the documentation applicable to the Cash Management System; and
 - (iii) shall be, in its capacity as provider of the Cash Management System, an unaffected creditor under the Plan with regard to any claims or expenses it may suffer or incur in connection with the provision of the Cash Management System.
6. The Applicant shall be entitled, but not required, to pay the following expenses whether incurred prior to or after this Order:
 - (a) all outstanding and future wages, salaries, employee and pension benefits, contributions to pension plans, vacation pay, bonuses, and expenses payable on or after the date of this Order, in each case incurred in the ordinary course of business and consistent with existing compensation policies and arrangements; and

- (b) the fees and disbursements of any Assistants retained or employed by the Applicant in respect of these proceedings, at their standard rates and charges.
7. Except as otherwise provided to the contrary herein, the Applicant shall be entitled, but not required, to pay all reasonable expenses incurred by the Applicant in carrying on the Business in the ordinary course after the date of this Order, and in carrying out the provisions of this Order, which expenses shall include, without limitation:
- (a) all expenses and capital expenditures reasonably necessary for the preservation of the Property or the Business including, without limitation, payments on account of insurance (including directors and officers liability insurance), maintenance and security services; and
- (b) payment for goods or services actually supplied to the Applicant.
8. The Applicant shall, in accordance with legal requirements, remit or pay:
- (a) any statutory deemed trust amounts in favour of the Crown in right of Canada or of any Province thereof or any other taxation authority which are required to be deducted from employees' wages, including, without limitation, amounts in respect of (i) employment insurance, (ii) Canada Pension Plan, (iii) Quebec Pension Plan, and (iv) income taxes; but only where such statutory deemed trust amounts arise after the date of this Order, or are not required to be remitted until after the date of this Order, unless otherwise ordered by the Court;
- (b) all goods and services or other applicable sales taxes (collectively, "**Sales Taxes**") required to be remitted by the Applicant in connection with the sale of goods and services by the Applicant, but only where such Sales Taxes are accrued or collected after the date of this Order, or where such Sales Taxes were accrued or collected prior to the date of this Order but not required to be remitted until on or after the date of this Order; and
- (c) any amount payable to the Crown in right of Canada or of any Province thereof or any political subdivision thereof or any other taxation authority in respect of municipal property, municipal business or other taxes, assessments or levies of any nature or kind which are entitled at law to be paid in priority to claims of secured creditors and which are attributable to or in respect of the carrying on of the Business by the Applicant.
9. Until a real property lease is disclaimed² in accordance with the CCAA, the Applicant shall pay all amounts constituting rent or payable as rent under real property leases (including, for greater certainty, common area maintenance charges, utilities and property taxes and any other amounts payable to a landlord under a lease) or as otherwise may be negotiated by the Applicant from time to time ("**Rent**"), for the period commencing from and including the date of this Order, but shall not pay any Rent in arrears. On the date of the first of such payments, any arrears relating to the period commencing from and including the date of the issuance of this Order shall also be paid.
10. Except as specifically permitted herein, the Applicant is hereby precluded and enjoined, until further Order of this Court, from:
- (a) making any payments of principal or interest thereon or otherwise on account of amounts owing by the Applicant to any of its creditors as of the date of this Order;

² The term "resiliate" or "resiliation" (as the case may be) should be utilized in conjunction with the word "disclaimed" if there are leased premises in the Province of Quebec.

- (b) granting any security interests, trusts, mortgages (or other real property interests), liens, charges, or encumbrances upon or in respect of any of its Property; and
- (c) granting credit or incurring liabilities except in the ordinary course of the Business.

RESTRUCTURING

11. The Applicant shall, subject to such requirements as are imposed by the CCAA and such covenants as may be contained in the Interim Lender Documents (as hereinafter defined), if any, have the right to:
- (a) permanently or temporarily cease, downsize or shut down any of its Business or operations and to dispose of redundant or non-material assets not exceeding \$* in any one transaction or \$* in the aggregate, provided that any sale that is either (i) in excess of the above thresholds, or (ii) in favour of a person related to the Applicant (within the meaning of section 36(5) of the CCAA), shall require authorization by this Court in accordance with section 36 of the CCAA;³
 - (b) sell its assets in the ordinary course of business;
 - (c) dispose of (by sale or otherwise) redundant or non-material assets not authorized by paragraph 11(a-b) of this Order only with the approval of the Court;
 - (d) terminate the employment of such of its employees or temporarily lay off such of its employees as it deems appropriate;⁴ and
 - (e) pursue all avenues of refinancing of its Business or Property, subject to prior approval of this Court being obtained before any material refinancing is undertaken;

all of the foregoing to permit the Applicant to proceed with an orderly restructuring of the Business (the "**Restructuring**").

12. The Applicant shall provide each of the relevant landlords with notice of the Applicant's intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the Applicant's entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Applicant, or by further Order of this Court upon application by the Applicant on at least two (2) days notice to such landlord and any such secured creditors. If the Applicant disclaims² the lease governing such leased premises in accordance with section 32 of the CCAA, it shall not be required to pay Rent under such lease pending resolution of any such dispute (other than Rent payable for the notice period provided for in section 32(5) of the CCAA), and the

³ Section 36 of the CCAA does not seem to contemplate a pre-approved power to sell (see subsection 36(3)), but rather requires notice (subsection 36(2)) and evidence (subsection 36(7)) that may not have occurred or been made available at the initial CCAA hearing.

⁴ The British Columbia Model Order Committee was not certain whether the termination of an employee's employment is a "disclaimer or resiliation" of the employment agreement within the meaning of section 32 of the CCAA, and decided to leave in this particular provision. The Saskatchewan Template Order Committee agrees with that position. However, please note sections 6(5) and 6(6) of the CCAA which contemplate that a compromise or arrangement will only be sanctioned by the Court if certain payments are made to employees and certain amounts are paid to fund pension plans.

disclaimer² of the lease shall be without prejudice to the Applicant's claim to the fixtures in dispute.

13. If a notice of disclaimer² is delivered pursuant to section 32 of the CCAA, then (a) during the notice period prior to the effective time of the disclaimer², the landlord may show the affected leased premises to prospective tenants during normal business hours, on giving the Applicant and the Monitor 24 hours prior written notice, and (b) at the effective time of the disclaimer², the relevant landlord shall be entitled to take possession of any such leased premises without waiver of or prejudice to any claims or rights such landlord may have against the Applicant in respect of such lease or leased premises and such landlord shall be entitled to notify the Applicant of the basis on which it is taking possession and to gain possession of and re-lease such leased premises to any third party or parties on such terms as such landlord considers advisable, provided that nothing herein shall relieve such landlord of its obligation to mitigate any damages claimed in connection therewith.

NO PROCEEDING AGAINST THE APPLICANT OR THE PROPERTY

14. Until and including **[DATE-MAXIMUM 30 DAYS]** or such later date as this Court may order (the "**Stay Period**"), no proceeding or enforcement process in any court or tribunal (each, a "**Proceeding**") shall be commenced or continued against or in respect of the Applicant or the Monitor, or affecting the Business or the Property, except with the written consent of the Applicant and the Monitor, or with leave of this Court and any all Proceedings currently underway against or in respect of the Applicant or affecting the Business or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

15. During the Stay Period, all rights and remedies of any individual, firm, corporation, governmental body or agency, or any other entities (all of the foregoing, collectively being "**Persons**" and each being a "**Person**") against or in respect of the Applicant or the Monitor, or affecting the Business or the Property, are hereby stayed and suspended and shall not be commenced, proceeded with or continued except with the written consent of the Applicant and the Monitor, or leave of this Court, provided that nothing in this Order shall:
 - (a) empower the Applicant to carry on any business which the Applicant is not lawfully entitled to carry on;
 - (b) affect such investigations, actions, suits or proceedings by a regulatory body as are permitted by section 11.1 of the CCAA;
 - (c) prevent the filing of any registration to preserve or perfect a security interest;
 - (d) prevent the registration of a claim for lien; or
 - (e) prevent the commencement of a Proceeding to preserve 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 Proceeding except for service of the initiating documentation on the Applicant and that written notice of such action be given to the Monitor at the first available opportunity.

NO INTERFERENCE WITH RIGHTS

16. During the Stay Period, no Person shall accelerate, suspend, 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 Applicant, except with the written consent of the Applicant and the Monitor, or leave of this Court.

CONTINUATION OF SERVICES

17. During the Stay Period, all Persons having:

- (a) statutory or regulatory mandates for the supply of goods and/or services; or
- (b) oral or written agreements or arrangements with the Applicant 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, utility or other services to the Business or the Applicant;

are hereby restrained until further Order of this Court from:

- (c) discontinuing, altering, interfering with, suspending or terminating the supply of such goods or services as may be required by the Applicant; and
 - (d) exercising any other remedy under or pursuant to such agreements or arrangements .
18. The Applicant shall be entitled to the continued use of its current premises, telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the usual prices or charges for all such goods or services received after the date of this Order are paid by the Applicant in accordance with the usual payment practices of the Applicant or such other practices as may be agreed upon by the supplier or service provider and each of the Applicant and the Monitor, or as may be ordered by this Court.

NON-DEROGATION OF RIGHTS

19. Nothing in this Order has the effect of prohibiting a Person from requiring immediate payment for goods, services or use of leased or licensed property provided on or after the date of this Order.

PROCEEDINGS AGAINST DIRECTORS AND OFFICERS

20. During the Stay Period, and except as permitted by subsection 11.03(2) of the CCAA, by paragraph 15 hereof or by further order of this Court, no Proceeding may be commenced or continued against any one or more of the former, current or future directors or officers of the Applicant (the "**Past and Present Directors**") with respect to any claim against any one or more of the Past and Present Directors which arose before the date hereof in regard to or in respect of:

- (a) claims involving acts or omissions of those individuals in their capacity as directors or officers or in any way related to matters arising from their role or status as directors or officers;
- (b) claims in any way related to any matters arising from the appointment of any one or more of the Past and Present Directors by or on behalf of the Applicant to any corporation, partnership or venture, including their appointment or election by or on behalf of the Applicant to any other board of directors or other governing body or committee;
- (c) derivative rights of the Applicant against any one or more of the Past and Present Directors; or
- (d) claims by former, current or future shareholders of the Applicant or former, current or future directors or officers of the Applicant involving acts or omissions of any one or more

of the Past and Present Directors which are alleged to be oppressive, or unfairly prejudicial to, or which are alleged to unfairly disregard the interests of, former, current or future shareholders of the Applicant or former, current or future directors or officers of the Applicant;

until a compromise or arrangement in respect of the Applicant, if one is filed, is sanctioned by this Court or is refused by the creditors of the Applicant or this Court.

DIRECTORS' AND OFFICERS' INDEMNIFICATION AND CHARGE

21. The Applicant shall indemnify its directors and officers against obligations and liabilities that they may incur as directors and/or officers of the Applicants after the commencement of these proceedings except to the extent that, with respect to any officer or director, the obligation was incurred as a result of the director's or officer's gross negligence or wilful misconduct.
22. The directors and officers of the Applicant shall be entitled to the benefit of and are hereby granted a charge (the "**Directors' Charge**") on the Property, which charge shall not exceed an aggregate amount of \$[AMOUNT], as security for the indemnity provided in paragraph 21 of this Order. The Directors' Charge shall have the priority set out in paragraphs 36 and 39 herein.
23. Notwithstanding any language in any applicable insurance policy to the contrary:
 - (a) no insurer shall be entitled to be subrogated to or claim the benefit of the Directors' Charge; and
 - (b) the Directors and Officers shall only be entitled to the benefit of the Directors' Charge to the extent that they do not have coverage under any directors' and officers' insurance policy, or to the extent that such coverage is insufficient to pay amounts indemnified in accordance with paragraph 21 of this Order.

APPOINTMENT OF MONITOR

24. [MONITOR'S NAME] (the "**Monitor**") is hereby appointed pursuant to the CCAA, as the Monitor, an officer of this Court, to monitor the Property, the Business and the financial affairs of the Applicant, with the powers and obligations set out in the CCAA or set forth herein and the Applicant and its shareholders, officers, directors, and Assistants shall advise the Monitor of all material steps taken by the Applicant pursuant to this Order, and shall co-operate fully with the Monitor in the exercise of its powers and discharge of its obligations, including providing the Monitor with access to such books, records, assets and premises of the Applicant as the Monitor requires, and shall otherwise provide the Monitor with the assistance that is necessary to enable the Monitor to adequately carry out the Monitor's functions.
25. The Monitor, in addition to its prescribed rights and obligations under the CCAA, is hereby directed and empowered to:
 - (a) monitor the Applicant's receipts and disbursements, the Business and dealings with the Property;
 - (b) report to this Court at such times and intervals as the Monitor may deem appropriate or as this Court may direct with respect to matters relating to the Property, the Business, and such other matters as may be relevant to these proceedings, and immediately report to this Court if in the opinion of the Monitor there is a material adverse change in the financial circumstances of the Applicant;

- (c) assist the Applicant, to the extent required by the Applicant, in its dissemination, to the Interim Lender (as hereinafter defined) and its counsel, on a **[TIME INTERVAL]** basis of financial and other information and reports as agreed to between the Applicant and the Interim Lender, which may be used in these proceedings;
- (d) advise the Applicant in its preparation of the Applicant's cash flow statements and reporting required by the Interim Lender, which information shall be reviewed by the Monitor and delivered to the Interim Lender and its counsel on a periodic basis, but not less than **[TIME INTERVAL]**, or as otherwise agreed to by the Interim Lender;

[Paragraphs (c) and (d) are only included in the Initial Order if interim financing is created by the Initial Order. If no interim financing is created by the Initial Order, paragraphs (c) and (d) or something similar should be included in subsequent orders approving interim financing]

- (e) advise the Applicant in its development of the Plan and any amendments to the Plan;
 - (f) advise the Applicant, to the extent required by the Applicant, with regard to the holding and administering of creditors' and shareholders' meetings for voting on the Plan;
 - (g) have full and complete access to the Property, including the premises, books, records, data, including data in electronic form, and other financial documents of the Applicant to the extent that is necessary to adequately assess the Applicant's business and financial affairs or to perform its duties arising under this Order;
 - (h) be at liberty to engage independent legal counsel or such other persons as the Monitor deems necessary or advisable respecting the exercise of its powers and performance of its obligations under this Order;
 - (i) hold funds in trust or in escrow, to the extent required, to facilitate settlements between the Applicant and any other person; and
 - (j) perform such other duties as are required by this Order and by this Court from time to time.
26. The Monitor shall not take possession of the Property and shall take no part whatsoever in the management or supervision of the management of the Business and shall not, by fulfilling its obligations hereunder, be deemed to have taken or maintained possession or control of the Business or Property, or any part thereof.
27. Nothing in this Order shall require the Monitor to occupy or to take control, care, charge, possession or management (separately and/or collectively, "**Possession**") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act 1999*, *The Environmental Management and Protection Act, 2010* (Saskatchewan), *The Agricultural Operations Act* (Saskatchewan), *The Dangerous Goods Transportation Act* (Saskatchewan), *The Saskatchewan Employment Act*, *The Emergency Planning Act* (Saskatchewan), *The Water Security Agency Act* (Saskatchewan), and regulations thereunder, (the "Environmental Legislation"), provided however that nothing herein shall exempt the Monitor from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Monitor shall not, as a result of this Order or anything done in pursuance of the Monitor's duties and powers under this Order, be deemed to

be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in Possession.

28. The Monitor shall provide any creditor of the Applicant and the Interim Lender, if any, with information provided by the Applicant in response to reasonable requests for information made in writing by such creditor or Interim Lender and addressed to the Monitor. The Monitor shall not have any responsibility or liability with respect to the information disseminated by it pursuant to this paragraph. In the case of information that the Monitor has been advised by the Applicant is confidential, the Monitor shall not provide such information to creditors or the Interim Lender unless otherwise directed by this Court or on such terms as the Monitor and the Applicant may agree.
29. The appointment of the Monitor by this Order shall not constitute the Monitor an employer or a successor employer or payor for any purpose, including (without limitation) pensions or benefits or any legislation governing employment or labour standards or pension benefits or health and safety or any other statute, regulation, rule of law or rule of equity.
30. In addition to the rights and protections afforded the Monitor under the CCAA or as an officer of the Court, the Monitor shall incur no liability or obligation as a result of its appointment or the carrying out of the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part. Nothing in this Order shall derogate from the protections afforded the Monitor by the CCAA or any applicable legislation.
31. The Monitor, counsel to the Monitor and counsel to the Applicant shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges, by the Applicant as part of the costs of these proceedings. The Applicant is hereby authorized and directed to pay the accounts of the Monitor, counsel for the Monitor and counsel for the Applicant on a **[TIME INTERVAL]** basis and in addition, the Applicant is hereby authorized to pay to the Monitor, counsel to the Monitor and counsel to the Applicant, retainers to be held by them as security for payment of their respective fees and disbursements outstanding from time to time. Any such payment is subject to any final assessments and taxations ordered by this Court.
32. The Monitor and its legal counsel shall pass their accounts from time to time.
33. The Monitor, counsel for the Monitor, if any, and the Applicant's counsel shall be entitled to the benefits of and are hereby granted a charge (the "**Administration Charge**") on the Property, which charge shall not exceed an aggregate amount of \$*, as security for the payment of their reasonable professional fees and disbursements, both before and after the making of this Order in respect of these proceedings. The Administration Charge shall have the priority set out in paragraphs 36 and 39 hereof.

INTERIM FINANCING

34. In the event that the Applicant determines it requires interim financing to finance the Applicant's working capital requirements and other general corporate purposes and capital expenditures, the Applicant is hereby authorized to enter into negotiations to obtain and borrow such financing from a proposed interim lender (the "**Interim Lender**") under a credit facility and to execute and deliver such commitment letters, credit agreements, mortgages, charges, hypothecs and security documents, guarantees and other definitive documents (collectively the "**Interim Lender Documents**"), and is hereby granted leave to make application to the Court (on five days notice to holders of registered secured interests on the Property) for an Order authorizing the granting of

such arrangements for interim financing to the Applicant on terms and conditions of the Interim Lender Documents or as determined on such application (the "**Interim Financing Application**").⁵

35. Subject to further approval of this Court as may be directed in the order resulting from the hearing of the Interim Financing Application, the Interim Lender shall be entitled to the benefits of a charge (the "**Interim Lender's Charge**") on the Property, which charge shall not exceed the aggregate amount advanced on or after the date of this Order under the Interim Lender Documents which charge shall not secure an obligation that exists before this Order is made. The Interim Lender's Charge shall have the priority set out in paragraphs 36 and 39 hereof.

VALIDITY AND PRIORITY OF CHARGES CREATED BY THIS ORDER

36. The priorities of the Directors' Charge, the Administration Charge and the Interim Lender's Charge (collectively the "**Charges**"), as among them, shall be as follows:⁶

First – Administration Charge (to the maximum amount of \$_____);

Second – Interim Lender's Charge; and

Third – Directors' Charge (to the maximum amount of \$_____,).

37. If the Persons sharing in the benefit of one of the Charges (the "**Chargees**") have claims that, in the aggregate, exceed the maximum authorized amount of that Charge, such Chargees shall share in the benefit of that Charge (as between themselves) on a *pro rata* basis to the maximum aggregate authorized amount of such Charge.
38. The filing, registration or perfection of the Charges shall not be required, and the Charges shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered, recorded or perfected subsequent to the Charges coming into existence, notwithstanding any failure or delay to file, register, record or perfect the Charges.
39. Each of the Charges shall constitute a charge on the Property and, subject to section 34(11) of the CCAA, such Charges shall rank in priority to all other security interests, trusts, liens, charges, encumbrances and claims of secured creditors, statutory or otherwise (collectively, "**Encumbrances**") in favour of any Person.
40. Except as otherwise expressly provided for herein, or as may be approved by this Court, the Applicant shall not grant any Encumbrance over any Property that purports to rank in priority to, or *pari passu* with, any of the Charges, unless the Applicant also obtains the prior written consent of the Monitor, the Interim Lender and the beneficiaries of the Directors' Charge and the Administration Charge, or further Order of this Court.
41. The Charges and the Definitive Documents shall not be rendered invalid or unenforceable and the rights and remedies of the Chargees entitled to the benefit of the Charges and/or the Interim Lender thereunder shall not otherwise be limited or impaired in any way by:

⁵ Any additional provisions that may be inserted in this Paragraph 34 must comply with the provisions of Section 11.2(1) of the CCAA.

⁶ The ranking of these Charges is for illustration purposes only, and is not meant to be determinative. This ranking may be subject to negotiation, and should be tailored to the circumstances of the case before the Court. Similarly, the quantum and caps (if any) applicable to the Charges should be considered in each case. Please also note that the CCAA permits a Charge in favour of critical suppliers (section 11.4(3)), which should also be incorporated into this Order (and the rankings, above), where appropriate.

- (a) the pendency of these proceedings and the declarations of insolvency made in this Order;
- (b) any application(s) for bankruptcy order(s) issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) as amended from time to time (the "**BIA**"), or any bankruptcy order made pursuant to such applications;
- (c) the filing of any assignments for the general benefit of creditors made pursuant to the BIA;
- (d) the provisions of any federal or provincial statutes; or
- (e) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any existing loan document, lease, sublease, offer to lease or other agreement (collectively, an "**Agreement**") which binds the Applicant, and notwithstanding any provision to the contrary in any Agreement:
 - (i) neither the creation of the Charges nor the execution, delivery, perfection, registration or performance of the Definitive Documents shall create or be deemed to constitute a breach by the Applicant of any Agreement to which it is a party;
 - (ii) none of the Chargees shall have any liability to any Person whatsoever as a result of any breach of any Agreement caused by or resulting from the creation of the Charges or the entering into, execution, delivery or performance of the Definitive Documents; and
 - (iii) the payments made by the Applicant pursuant to this Order and the Definitive Documents and the granting of the Charges, do not and will not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct, or other challengeable or voidable transactions under any applicable law.

SERVICE AND NOTICE

42. The Monitor shall:

- (a) without delay, publish in [newspaper(s) specified by the Court] a notice containing the information prescribed under the CCAA;
- (b) within five (5) days after the date of this Order,
 - (i) make this Order publically available in the manner prescribed under the CCAA;
 - (ii) send, in the prescribed manner, a notice in the form attached as Schedule "B" to this Order (the "Notice") to every known creditor who has a claim against the Applicant of more than \$1,000.00; and
 - (iii) prepare a list (the "**Creditor's List**") showing the name, address, telephone, fax and email contact information, if available, of those creditors and the estimated amounts of those claims and make it publically available in the prescribed manner;

all in accordance with section 23(1)(a) of the CCAA and the regulations made thereunder.

43. A Notice shall be deemed to have been received by a creditor on the Creditor's List 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.
44. The Electronic Case Information and Service Protocol attached as Schedule "C" hereto (the "**Protocol**") is approved and adopted for this proceeding. 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. Applications in respect of this matter may be made upon three days notice.
45. A case website (the "**Case Website**") shall be established in accordance with the Protocol with the following URL: *.
46. The failure of any Person to forward a request for electronic service or a request for facsimile service as provided for and required in the Protocol shall release the Monitor, the Applicant, 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 Monitor and the Applicant.
47. The Applicant and the Monitor shall be at liberty to serve the Notice on any other interested Person 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.

GENERAL

48. The Applicant or the Monitor may from time to time apply to this Court for advice and directions in the discharge of their respective powers and duties hereunder.
49. Nothing in this Order shall prevent the Monitor from acting as an interim receiver, a receiver, a receiver and manager, or a trustee in bankruptcy of the Applicant, the Business or the Property.
50. 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 Applicant, the Monitor and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested:
 - (a) to make such orders and to provide such assistance to the Applicant and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order;
 - (b) to grant representative status to the Monitor in any foreign proceeding; and
 - (c) to assist the Applicant and the Monitor and their respective agents in carrying out the terms of this Order.
51. Each of the Applicant and the Monitor 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 Monitor 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.

52. Any interested Person (including the Applicant and the Monitor) 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.
53. Nothing in this Order shall derogate from the rights conferred and obligations imposed by the CCAA.
54. 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 _____, in the Province of Saskatchewan, this _____ day of _____, 20____.

DEPUTY LOCAL REGISTRAR

This Order was delivered by:

[NAME OF LAW FIRM]
[ADDRESS OF LAW FIRM]
[_____]]
[_____]]

ATTENTION: [NAME OF LAWYER]
TELEPHONE NO:
FAX NO.:
EMAIL ADDRESS:

TO: [NAME AND ADDRESS OF ALL INTERESTED PERSONS SERVED WITH THE APPLICATION]

SCHEDULE "A"

SERVICE LIST

See attached.

SCHEDULE "B"

NOTICE

[Date]

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

RE: IN THE MATTER OF AN ORDER UNDER THE *COMPANIES' CREDITORS ARRANGEMENT ACT* OBTAINED BY [NAME OF APPLICANT]

[APPLICANT] has obtained an Order of the Court of Queen's Bench for Saskatchewan under the *Companies' Creditors Arrangement Act* (the "**Order**"). A copy of the Order is posted on the Case Website: [www.*](#)

You are being given notice of the Order as you are a creditor of [APPLICANT] or the Order may affect your rights.

You may wish to monitor these proceedings. If you wish to do so, you may obtain up to date information respecting all court matters, including court applications and Monitor's reports by accessing the Case Website.

If at any time, you would like to be served with court documents relating to further proceedings in relation to this matter, please review the Electronic Case Information and Service Protocol (the "**Protocol**") set forth in Schedule "C" to the Order and complete and transmit a Request for Electronic Service (or where permitted a Request for Facsimile Service) to each of the following persons:

1. [Name of the Applicant]
c/o [Name and address of counsel for the Applicant]
Attention:
Email:

2. [Name of the Monitor]
c/o [Name and address of counsel for the Monitor]
Attention:
Email:

If you do not properly complete a Demand for Notice and forward the Demand for Notice by email to each of the above-referenced persons indicating that you require to be served with court documents in these proceedings, then you will not receive, nor will you be entitled to receive, any further notice of the proceedings.

Yours truly,

SCHEDULE "C"

Electronic Case Information and Service Protocol

See attached.