

COURT FILE NUMBER 0155 of 2014

COURT OF QUEEN'S BENCH FOR SASKATCHEWAN

JUDICIAL CENTRE SASKATOON

PLAINTIFF SASKATCHEWAN IMMIGRANT INVESTOR FUND INC.

DEFENDANTS WINDERMERE PROPERTIES LTD.

RECEIVERSHIP ORDER

Before the Honourable Madam Justice A.R. Rothery in Chambers the 4th day of February, 2014.

Upon the Application of Jeffrey M. Lee, Q.C. and Mike Russell, counsel on behalf of Saskatchewan Immigrant Investor Fund Inc. ("SIIF"), and upon hearing from Jeffrey M. Lee, Q.C. and Mike Russell, counsel on behalf of SIIF, and upon hearing from Allan Garber, counsel on behalf of Windermere Properties Ltd., and on reading the Notice of Application on behalf of SIIF dated January 30, 2014, the Affidavit of Rhonda Young sworn on January 30, 2014, the Consent To Appointment dated January 30, 2014, and executed by MNP Ltd., the Brief of Law on behalf of SIIF and the Draft Receivership Order, all filed, and the pleadings and proceedings herein:

The Court orders:

SERVICE

1. The time for service of the Notice of Application in respect of this Order (and all supporting materials filed by SIIF in support of its application for this Order) is hereby abridged and service thereof is deemed good, valid, timely and sufficient.

APPOINTMENT

2. Pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 ("**BIA**"), section s. 65(1) of *The Queen's Bench Act, 1998*, S.S. 1998, c. Q-1.01. (the "**QB Act**") and section 64(8) of *The Personal Property Security Act, 1993*, S.S. 1993, c. P-6.2 (the "**PPSA**") MNP Ltd. is hereby appointed Receiver, without security, of all of assets, undertakings and properties of Windermere Properties Ltd. (the "**Debtor**") acquired for, or used in relation to the Debtor's business, including all proceeds thereof (the "**Property**").

RECEIVER'S POWERS

3. The Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property, and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:
 - a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;

- b) to receive, preserve, protect and maintain control of the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- c) to manage, operate and carry on the business of the Debtor, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part other business, or cease to perform any contracts of the Debtor;
- d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties including, without limitation, those conferred by this Order;
- e) to complete the construction of the residential condominium project owned by the Debtor and located in the City of Prince Albert, Saskatchewan and bearing the civic address of 1501-15th Street East, Prince Albert, Saskatchewan and the legal description of Surface Parcel #145338217, Blk/Par 104, Plan No. 00PA19031, Ext 0 (the "Project"), including the power to enter into any agreements, to incur any obligations, and to perform and close any and all contracts for the sale of any units in the Project entered into by the Debtor prior to the date of this Order, and to undertake all such acts as may be necessary or required in connection therewith;
- f) to purchase or lease machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtor or any part or parts thereof;
- g) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor and to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor;
- h) to settle, extend or compromise any indebtedness owing to or by the Debtor;
- i) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtor, for any purpose pursuant to this Order;
- j) to undertake environmental or workers' health and safety assessments of the Property and operations of the Debtor;
- k) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtor, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding, and provided further that nothing in this Order shall authorize the Receiver to defend or settle the action in which this Order is made unless otherwise directed by this Court.
- l) to market any or all the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate.
- m) to sell, convey, transfer, lease or assign the Property or any part or parts thereof:

- i. without the approval of this Court, in respect of any sale or lease the agreement for which was entered into by the Debtor prior to the date of the Order, to the extent (if any) that the Receiver (in its professional judgment, after having obtained input from SIIF) considers such sale or lease to be commercially reasonable;
- ii. without the approval of this Court in respect of any transaction not exceeding a net value of \$500,000, provided that the aggregate consideration for all such transactions does not exceed a net aggregate value of \$2,000,000;
- iii. in the case of any sale or lease which is not the subject of subparagraphs 3(m)(i) or 3(m)(ii) above, with the approval of this Court;

and in each such case notice under ss. 59(10) of the *PPSA* shall not be required;

- n) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- o) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- p) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- q) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof (including, without limitation, approvals for the condominium plan associated with the Project, the unitization of the Project and/or the issuance of separate strata titles for the various condominium units and parking stalls in the Project) for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtor, with a view to maximizing the value of the Project;
- r) to incorporate, establish and/or initially maintain the condominium corporation associated with the Project (the "**Condominium Corporation**") in the manner typically followed by developers of condominium projects in the Province of Saskatchewan;
- s) to issue estoppel certificates in the name of the Condominium Corporation in connection with sales of units in the Project;
- t) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtor;
- u) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have; and
- v) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations;

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Debtor, and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

4. (i) The Debtor, (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel 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 Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property (excluding Property subject to liens the validity of which is dependent on maintaining possession) to the Receiver upon the Receiver's request.
5. All Persons shall forthwith advise the Receiver 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 Debtor, 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 Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 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 Receiver due to the privilege attaching to solicitor-client communication or documents prepared in contemplation of litigation or due to statutory provisions prohibiting such disclosure.
6. 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 Receiver for the purpose of allowing the Receiver 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 Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver 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 RECEIVER

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

NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY

8. No Proceeding against or in respect of the Debtor or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtor or the Property are hereby stayed and suspended pending further Order of this Court, provided, however, that nothing in this Order shall 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 8.

NO EXERCISE OF RIGHTS OF REMEDIES

9. All rights and remedies (including, without limitation, set-off rights) against the Debtor, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that nothing in this paragraph shall (i) empower the Receiver or the Debtor to carry on any business which the Debtor is not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtor 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, floating charge, 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 Debtor and the Receiver.

NO INTERFERENCE WITH THE RECEIVER

10. 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 Debtor, without written consent of the Receiver or leave of this Court. Nothing in this Order shall prohibit any party to an "eligible financial contract" (as defined in section 11.1(1) of the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36) with the Debtor from terminating such contract or exercising any rights of set-off, in accordance with its terms.

CONTINUATION OF SERVICES

11. All Persons having oral or written agreements with the Debtor or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all contractors, subcontractors, material suppliers, computer software, communication and other data services, centralized banking services, payroll services, insurance services, propane supply services, transportation services, utility or other services to the Debtor 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 Receiver, and that the Receiver shall be entitled to the continued use of the Debtor'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 Receiver in accordance with normal payment practices of the Debtor or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

12. All funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "**Post Receivership Accounts**") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further order of this Court.

EMPLOYEES

13. Subject to the employees' rights to terminate their employment, all employees of the Debtor shall remain the employees of the Debtor until such time as the Receiver, on the Debtor's behalf, may

terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) and 81.6(3) of the BIA.

14. Pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5, the Receiver may disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "Sale"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtor, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

15. (a) Notwithstanding anything in any federal or provincial law, the Receiver is not personally liable in that position for any environmental condition that arose or environmental damage that occurred:
- i. before the Receiver's appointment; or
 - ii. after the Receiver's appointment unless it is established that the condition arose or the damage occurred as a result of the Receiver's gross negligence or wilful misconduct.
- (b) Nothing in sub-paragraph (a) exempts a Receiver from any duty to report or make disclosure imposed by a law referred to in that sub-paragraph.
- (c) Notwithstanding anything in any federal or provincial law, but subject to sub-paragraph (a) hereof, where an order is made which has the effect of requiring the Receiver to remedy any environmental condition or environmental damage affecting the Property, the Receiver is not personally liable for failure to comply with the order, and is not personally liable for any costs that are or would be incurred by any person in carrying out the terms of the order,
- (i) if, within such time as is specified in the order, within ten (10) days after the order is made if no time is so specified, within ten (10) days after the appointment of the Receiver, if the order is in effect when the Receiver is appointed, or during the period of the stay referred to in clause (ii) below, the Receiver:
 - A. complies with the order, or
 - B. on notice to the person who issued the order, abandons, disposes of or otherwise releases any interest in any real property affected by the condition or damage;
 - (ii) during the period of a stay of the order granted, on application made within the time specified in the order referred to in clause (i) above, within ten (10) days after the order is made or within ten (10) days after the appointment of the Receiver, if the order is in effect when the Receiver is appointed, by,

- A. the court or body having jurisdiction under the law pursuant to which the order was made to enable the Receiver to contest the order; or
- B. the court having jurisdiction in bankruptcy for the purposes of assessing the economic viability of complying with the order; or

if the Receiver had, before the order was made, abandoned or renounced or been divested of any interest in any real property affected by the condition or damage.

Nothing in this Order shall derogate from the protection afforded to the Receiver by s. 14.06 of the *BIA* or any other applicable legislation.

RECEIVER'S ACCOUNTS

- 16. The Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements in each case at their standard rates and charges and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "**Receiver's Charge**") on the Property as security for such fees and disbursements both before and after the making of this Order in respect of these proceedings, and that the Receivers' Charge, shall be allowed to it in passing its accounts and shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person but subject to sections 14.06(7), 81.4(4) and 81.6(2) of the *BIA*.
- 17. The Receiver and its legal counsel shall pass their accounts from time to time.
- 18. Prior to the passing of its accounts, the Receiver 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 the legal fees and disbursements, incurred at the normal rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

- 19. The Receiver shall be at liberty and is hereby empowered to borrow by way of a revolving credit facility or otherwise, such monies from time to time as it may consider necessary or desirable (the "**Receiver's Credit Facility**"), provided that the outstanding principal amount of the Receiver's Credit Facility does not exceed Two Million, Six Hundred and Fifty Thousand (\$2,650,000) Dollars (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 Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "**Receiver's Borrowings Charge**") as security for the payment of the monies borrowed by the Receiver pursuant to the Receiver's Credit Facility, 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 Receiver's Charge.
- 20. Neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.
- 21. The Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "A" hereto (the "**Receiver's Certificates**") for any amount borrowed by it pursuant to this Order.

22. The monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver'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 Receiver's Certificates.

ALLOCATION

23. Any interested party may apply to this Court on notice to any other party likely to be affected, for an order allocating the Receiver's Charge and Receiver's Borrowings Charge amongst the various assets comprising the Property.

GENERAL

24. The Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.
25. This Order shall not prevent the Receiver from acting as trustee in bankruptcy of the Debtor.
26. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.
27. The Receiver 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 that the Receiver 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.
28. SIIF shall have its costs of this motion, up to and including entry and service of this Order, provided for by the terms of the SIIF security or, if not so provided by the SIIF security, then on a substantial indemnity basis to be paid by the Receiver from the Debtor's estate with such priority and at such time as this Court may determine.
29. Any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Receiver 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.

FURTHER SERVICE

30. SIIF shall, within ten (10) days of the date of this Order, cause a true copy of this Order to be served by prepaid ordinary mail on all persons to whom the Receiver is required to send notice pursuant to s. 245(1) of the *BIA*, and any such service shall be deemed to be received on the seventh day after mailing.
31. A true copy of the Order served pursuant to paragraph 30 above shall be accompanied by a cover letter in the form attached as Schedule "B" to this Order.
32. Every person who is served with a copy of the Order pursuant to paragraph 30, and who requires notice of further proceedings in this matter, shall provide to counsel for each of the Receiver and SIIF a demand for notice of such proceedings, which demand for notice shall be in the form and sent in the manner provided in the attached Schedule "B" to this Order (the "**Demand for**

Notice") and shall contain an electronic mail address or a facsimile number to which such further notice of these proceedings shall be sent. The failure of any person to provide the Demand for Notice hereby releases the Receiver and SIIF from any requirement to provide further notice in respect of these proceedings to any such person until such time as a properly completed Demand for Notice is received by each of the Receiver and SIIF from such person.

ISSUED at the City of Saskatoon, in the Province of Saskatchewan, this 4th day of February, 2014.

V. GROFF
DEPUTY LOCAL REGISTRAR

DEPUTY LOCAL REGISTRAR

NOTICE

Take notice that, unless the order is consented to by the respondent or a person affected by the order or unless otherwise authorized by law, every order made without notice to the respondent or a person affected by the order may be set aside or varied on application to the Court. You should consult your lawyer as to your rights.

CONTACT INFORMATION AND ADDRESS FOR SERVICE

If prepared by a lawyer for the party:

Name of firm:	MacPherson Leslie & Tyerman LLP
Name of lawyer in charge of file:	Jeffrey M. Lee, Q.C. and Mike Russell
Address of legal firm:	1500 - 410 22nd Street Saskatoon, Saskatchewan S7K 5T6
Telephone number:	(306) 975-7100
Fax number (<i>if any</i>):	(306) 975-7145
E-mail address (<i>if any</i>):	jmlee@mlt.com and mrussell@mlt.com
File Number:	29843-23

SCHEDULE "A"
RECEIVER CERTIFICATE

CERTIFICATE NO. _____
AMOUNT \$ _____

WORDS AND PHRASES CONTAINED HEREIN WHICH BEGIN WITH CAPITAL LETTERS BUT WHICH ARE NOT EXPRESSLY DEFINED HEREIN SHALL HAVE THE RESPECTIVE MEANINGS ASCRIBED THERETO IN THE RECEIVERSHIP ORDER OF THE HONOURABLE MADAM JUSTICE A.R. ROTHERY OF THE COURT OF QUEEN'S BENCH FOR SASKATCHEWAN DATED FEBRUARY 4, 2014 IN ACTION NO. _____ OF 2014, JUDICIAL CENTRE OF SASKATOON.

1. THIS IS TO CERTIFY that MNP Ltd., the receiver (the "Receiver") of the assets, undertakings and properties of Windermere Properties Ltd. (the "Debtor") acquired for, or used in relation to the Debtor's business, including all proceeds thereof (the "Property") appointed by Order of the Court of Queen's Bench of Saskatchewan (the "Court") issued the 4th day of February, 2014 (the "Order") made in action _____, has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of \$ _____, being part of the total principal sum of the Receiver's Credit Facility, namely: Two Million, Six Hundred and Fifty Thousand (\$2,650,000) Dollars which the Receiver 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, together with: (a) 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 five per cent above the prime commercial lending rate of Bank of _____ from time to time; and (b) an additional Receiver's Credit Facility Fee in the amount of Seventy Thousand (\$70,000.00) Dollars which is payable by the Receiver to the Lender (the "Receiver's Credit facility Fee").

3. Such principal sum of the Receiver's Credit Facility, together with interest thereon and the Receiver's Credit Facility Fee is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property (as defined in the Order), in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the Bankruptcy and Insolvency Act (Canada) and the right of the Receiver to indemnify itself out of such Property 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 Saskatoon, Saskatchewan.

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 Receiver 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 Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.

7. The Receiver 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 _____, 20__.

MNP Ltd., solely in its capacity as Receiver of the Property, and not in its personal capacity

Per:
Name:
Title:

SCHEDULE "B"
COVER LETTER OF DEMAND FOR NOTICE

[Date]

[Address]

[Address]

[Address]

[Address]

Attention:

RE: IN THE MATTER OF THE RECEIVERSHIP OF WINDERMERE PROPERTIES LTD.

A Receiver has been appointed by Order of the Court of Queen's Bench for Saskatchewan over the property, assets and undertaking of Windermere Properties Ltd. Enclosed is a copy of the Court Order appointing MNP Ltd. as Receiver.

You are being provided with a copy of the Order because you are a creditor of Windermere Properties Ltd.

If you would like to receive notice of all further proceedings in relation to the Receivership of Windermere Properties Ltd., please complete the Demand for Notice attached to this letter and send the Demand for Notice by electronic mail (email) or facsimile to each of the following persons:

1. Saskatchewan Immigrant Investor Fund Inc.

c/o MacPherson Leslie & Tyerman LLP
1500 – 410 22nd Street East
Saskatoon, SK S7N 0M8
Attention: Carmen Balzer
Email: cbalzer@mlt.com
Fax: (306) 975-7145

2. MNP Ltd.
Suite 500
10104 - 103 Avenue NW
Edmonton, AB
T5J 0H8
Attention: Karen Aylward
Email: [NTD]
Fax: [NTD]

If you fail to properly complete the Demand for Notice and forward the Demand for Notice by email or facsimile to each of the above-referenced persons indicating that you would like to receive further notice of the Receivership proceedings, then you will not receive, nor will you be entitled to receive, any further notice of the Receivership proceedings.

Yours truly,

DEMAND FOR NOTICE

TO:

1. Saskatchewan Immigrant Investor Fund Inc.

c/o MacPherson Leslie & Tyerman LLP
1500 – 410 22nd Street East
Saskatoon, SK S7N 0M8
Attention: Carmen Balzer
Email: cbalzer@mlt.com
Fax: (306) 975-7145

2. MNP Ltd.
Suite 500
10104 - 103 Avenue NW
Edmonton, AB
T5J 0H8
Attention: Karen Aylward
Email: [NTD]
Fax: [NTD]

Re: In the Matter of the Receivership of Windermere Properties Ltd.

I hereby request that notice of all further proceedings in the above Receivership be sent to me in the following manner:

(a) by email, at the following email address:

_____, or

(b) by facsimile, at the following facsimile number:

Signature: _____

Name of Creditor: _____

Address of Creditor: _____

Phone Number: _____