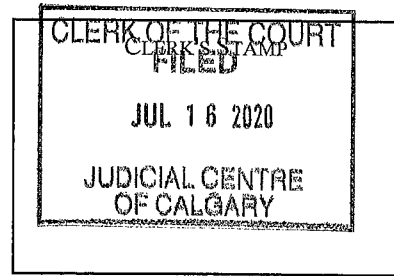


FORM 7  
[RULE 3.8]



COURT FILE NUMBER 2001-07942  
COURT COURT OF QUEEN'S BENCH OF ALBERTA  
JUDICIAL CENTRE CALGARY

**IN THE MATTER OF THE COMPANIES'  
CREDITORS ARRANGEMENT ACT, R.S.C.  
1985, c. C-36, as amended**

**AND IN THE MATTER OF THE PLAN OF  
COMPROMISE OR ARRANGEMENT OF  
KORITE INTERNATIONAL INC.**

DOCUMENT

**APPLICATION (RE: SISP AND SALES  
AGENT RETENTION)**

ADDRESS FOR SERVICE AND  
CONTACT INFORMATION OF  
PARTY FILING THIS  
DOCUMENT

**BENNETT JONES LLP**  
Barristers and Solicitors  
4500 Bankers Hall East  
855-2<sup>nd</sup> Street SW  
Calgary, Alberta T2P 4K7

Attention: Chris Simard / Kelsey Meyer  
Telephone No.: 403-298-4485 / 403-298-3323  
Fax No.: 403-265-7219  
Client File No.: 76784-6

**NOTICE TO THE RESPONDENTS**

This application is made against you. You are a respondent.  
You have the right to state your side of this matter before the Court.

To do so, you must be in Court when the application is heard as shown below:

Date: Tuesday, July 21, 2020  
Time: 10:00 a.m.  
Where: Calgary Courts Centre  
601 – 5<sup>th</sup> Street SW, Calgary, AB T2P 5P7  
Before: The Honourable Madam Justice G. A. Campbell  
as scheduled on the Commercial List

Go to the end of this document to see what you can do and when you must do it.

**Remedy Claimed or Sought:**

1. The applicant, Korite International Inc. ("**Korite**" or the "**Applicant**") is seeking an Order, pursuant to *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**"), substantially in the form attached hereto as **Schedule "A"** (the "**SISP Order**") including the following relief, *inter alia*:
  - (a) abridging the time for service of this Application and supporting materials to the time actually given and deeming service of the Application and supporting materials to be good and sufficient;
  - (b) approving a sale and investment solicitation process in relation to the assets and/or business operations of Korite (the "**SISP**");
  - (c) appointing Assurgo Enterprises Inc. ("**Assurgo**") as the sales agent to carry out the SISP (the "**Sales Agent**");
  - (d) approving the engagement letter between Assurgo and Korite dated July 15, 2020 (the "**Engagement Letter**");
  - (e) authorizing the Applicant to pay the Sales Agent the Work Fee (as defined in the Engagement Letter) and expenses incurred by the Sales Agent;
  - (f) granting a charge against the Property (as defined in the Amended and Restated CCAA Initial Order granted in these proceedings) in favour of the Sales Agent to secure the compensation of the Sales Agent for the Completion Fee in accordance with the Engagement Letter (the "**Sales Agent Charge**");
  - (g) sealing the Confidential Exhibit to the Affidavit No. 4 of Tim A. Bowman, filed herewith, on the Court's file;
  - (h) amending the Amended and Restated Initial Order granted in these proceedings on July 9, 2020 to reflect the Sales Agent Charge and the priority thereof, substantially in the form attached hereto as **Schedule "B"**; and

- (i) such further and other relief as this Honourable Court deems appropriate.

### **Grounds for making this Application**

2. On June 30, 2020, the Applicant was granted certain relief under the CCAA pursuant to the Initial Order granted by the Honourable Madam Justice Horner (the "**Initial Order**").
3. Pursuant to the Initial Order, BDO Canada Limited was appointed monitor of the Applicant (the "**Monitor**").
4. On July 9, 2020, the Applicant was granted certain relief under the CCAA pursuant to an Amended and Restated Initial Order granted by the Honourable Madam Justice B.E.C. Romaine (the "**Amended and Restated Initial Order**").

### ***SISP Order***

5. The Initial Order provided for a Stay Period of 10 days up to and including July 10, 2020 (the "**Stay Period**"). The Amended and Restated Initial Order extended the Stay Period up to and including September 23, 2020. Since the date of the Amended and Restated Initial Order, the Applicant has:
  - (a) communicated with the advisors of CIBC (as defined in the Initial Order), the Vendor Creditors (as defined in the SISP), and other creditors of the Applicant;
  - (b) considered various steps to be taken within these proceedings pursuant to the CCAA (the "**CCAA Proceedings**") in connection with the Applicant's restructuring efforts;
  - (c) developed and negotiated the SISP with the Monitor, the Sales Agent, CIBC, and the Vendor Creditors and;
  - (d) negotiated an engagement letter with the Sales Agent, in consultation with the Monitor, CIBC, and the Vendor Creditors;
  - (e) liaised with the Monitor;

- (f) prepared and served court materials for this Application; and
- (g) completed other ancillary matters in connection with the CCAA Proceedings and the Applicant's restructuring efforts.

***Approval of SISP Order***

6. The Affidavit of Tim A. Bowman, sworn June 24, 2020 (the "**Bowman Affidavit No. 1**"), provided that the Applicant required the initial Stay Period so that it could continue operations until the date of the comeback application in these CCAA Proceedings, whereat the Applicant (as at the date of the Bowman Affidavit No. 1) intended to seek approval to undertake a SISP. The Affidavit No. 3 of Tim A. Bowman, sworn July 3, 2020 (the "**Bowman Affidavit No. 3**"), provided that, while the Applicant had made progress towards being able to present a SISP for approval by the Court, the Applicant would only be in a position to do so shortly after the date of the comeback application in these CCAA Proceedings (being July 9, 2020). After further correspondence with the Monitor, CIBC, the Vendor Creditors, and their respective legal counsel, as well as the proposed Sales Agent, the Applicant has developed the terms of the SISP.
7. The Applicant seeks the Court's approval of the SISP. If the Court approves the SISP, the Applicant will be able to effectively market the Applicant's assets and business to identify potential purchasers and/or investors, in a fair and reasonable process.
8. The SISP is supported by the Monitor, CIBC and the Vendor Creditors.

***Appointment of Assurgo and Approval of Engagement Letter***

9. In order to effectively conduct the SISP, the Applicant believes that it is necessary to appoint the proposed Sales Agent in order to maximize value and identify key parties who may wish to participate in the SISP.
10. The appointment of the Sales Agent is supported by the Monitor, CIBC and the Vendor Creditors.

11. The Engagement Letter has been reviewed by the Monitor, CIBC, and the Vendor Creditors.

***Sales Agent Charge and Amendment to Amended and Restated Initial Order***

12. To secure the services of the Sales Agent, the Applicants are seeking the proposed Sales Agent Charge to be secured against the Property (as defined in the Amended and Restated Initial Order) in priority to all other charges and encumbrances except the Administration Charge, Directors' Charge, Interim Lender's Charge, which requires further amendment of the Amended and Restated Initial Order granted July 9, 2020 in these proceedings.
13. The Sales Agent Charge is supported by the Monitor and the proposed Sales Agent.

***Sealing Order***

14. The Confidential Exhibit to the Affidavit No. 4 of Tim A. Bowman sworn in these proceedings contains commercially sensitive and confidential information regarding the unique sales and marketing strategy employed by Assurgo, and Assurgo requires that the Applicant keep it confidential. Disclosure of this information could adversely affect Assurgo.
15. A sealing order is necessary to prevent the Confidential Exhibit from being disclosed, and is the least restrictive means possible to prevent disclosure of the confidential and commercially sensitive information in the Confidential Exhibit.

**Affidavits or other evidence to be used in support of this application:**

16. The Affidavit of Tim A. Bowman sworn the 24<sup>th</sup> day of June, 2020, filed;
17. The Affidavit No. 4 of Tim A. Bowman sworn the 15<sup>th</sup> day of July, 2020, filed;
18. The Second Report of the Monitor, to be filed; and
19. Such further and other evidence as counsel may advise and this Honourable Court may permit.

**Applicable Acts and regulations:**

20. The CCAA; and
21. Such further and other Acts and regulations as counsel may advise.

**WARNING**

You are named as a respondent because you have made or are expected to make an adverse claim in respect of this originating application. If you do not come to Court either in person or by your lawyer, the Court may make an order declaring you and all persons claiming under you to be barred from taking any further proceedings against the applicant(s) and against all persons claiming under the applicant(s). You will be bound by any order the Court makes, or another order might be given or other proceedings taken which the applicant(s) is/are entitled to make without any further notice to you. If you want to take part in the application, you or your lawyer must attend in Court on the date and at the time shown at the beginning of this form. If you intend to give evidence in response to the application, you must reply by filing an affidavit or other evidence with the Court and serving a copy of that affidavit or other evidence on the applicant(s) a reasonable time before the application is to be heard or considered.

**SCHEDULE "A"**

Clerk's Stamp:



COURT FILE NUMBER  
COURT  
JUDICIAL CENTRE OF

2001-07942  
COURT OF QUEEN'S BENCH OF ALBERTA  
CALGARY

IN THE MATTER OF THE *COMPANIES'*  
*CREDITORS ARRANGEMENT ACT*, R.S.C.  
1985, c. C-36, as amended

AND IN THE MATTER OF A PLAN OF  
COMPROMISE OR ARRANGEMENT OF  
KORITE INTERNATIONAL INC.

DOCUMENT

**ORDER (RE: SISP, SALES AGENT  
RETENTION, SEALING)**

ADDRESS FOR SERVICE AND  
CONTACT INFORMATION OF  
PARTY FILING THIS  
DOCUMENT:

**BENNETT JONES LLP**  
Barristers and Solicitors  
4500, 855 – 2nd Street S.W.  
Calgary, Alberta T2P 4K7

Attention: Chris Simard and Kelsey Meyer  
Telephone No.: 403-298-4485 / 403-298-3323  
Fax No.: 403-265-7219  
Client File No.: 76784.6

**DATE ON WHICH ORDER WAS  
PRONOUNCED:**

Tuesday, July 21, 2020

**NAME OF JUDGE WHO MADE  
THIS ORDER:**

\_\_\_\_\_  
The Honourable Madam Justice G. A. Campbell

**LOCATION OF HEARING:**

\_\_\_\_\_  
Calgary Courts Centre  
601 – 5th Street SW, Calgary, AB T2P 5P7  
\_\_\_\_\_

**UPON** the application of Korite International Inc. (the "**Applicant**"); **AND UPON** having read the Notice of Application; the Affidavit of Tim A. Bowman sworn June 24, 2020 and the Affidavit No. 4 of Tim A. Bowman sworn July 15, 2020 (the "**Bowman Affidavit No. 4**"), all filed; the Affidavit of Service of Dominique Huber, to be filed; and the Amended and Restated Initial Order, dated July 9, 2020 (the "**Amended and Restated Initial Order**"); **AND UPON** reading the



Second Report of the Monitor dated July 1, 2020; **AND UPON** hearing counsel for the Applicant, counsel for Canadian Imperial Bank of Commerce ("**CIBC**"), counsel for the Monitor and counsel for other interested parties appearing at the application;

**IT IS HEREBY ORDERED AND DECLARED THAT:**

**SERVICE**

1. The time for service of the notice of application for this order (the "**Order**") is hereby abridged and deemed good and sufficient and this application is properly returnable today.

**INTERPRETATION**

2. Unless otherwise stated, capitalized terms used but not otherwise defined in this Order shall have the meaning ascribed to such terms in the Amended and Restated Initial Order.

**APPROVAL OF SISP AND APPOINTMENT OF SALES AGENT**

3. The sale and investment solicitation process attached as **Schedule "A"** hereto (the "**SISP**") is approved. The Applicant, the Monitor and the Sales Agent (defined below), in consultation with CIBC and the Vendor Creditors (as defined in the SISP), as set out and described in the SISP, are authorized and directed to perform their respective obligations and to do all things reasonably necessary to perform their obligations thereunder.
4. Assurgo Enterprises Inc. is appointed as sales agent to carry out the SISP in cooperation with the Applicant and the Monitor (the "**Sales Agent**"). The Engagement Letter (as defined in the Bowman Affidavit No. 4) is approved, and the Applicant is authorized and directed to execute the Engagement Letter. The Applicant is authorized and directed to pay to the Sales Agent the Work Fees and expenses incurred by the Sales Agent in accordance with the terms of the Engagement Letter. Claims of the Sales Agent under the Engagement Letter shall not be compromised under any plan of arrangement under the *Companies' Creditors Arrangement Act* (Canada) or proposal under the *Bankruptcy and Insolvency Act* (Canada).

5. In connection with the SISP and pursuant to sections 20 and 22 of the *Personal Information Protection Act* (Alberta) or 7(3)(c) of the *Personal Information Protection and Electronic Documents Act* (Canada), as applicable, the Applicant, the Sales Agent and the Monitor are authorized and permitted to disclose personal information of identifiable individuals to prospective bidders and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more potential transactions (each, a "**Transaction**"). Each prospective bidder to whom such information is disclosed shall maintain and protect the privacy of such information and shall limit the use of such information to its evaluation of the transaction, and if it does not complete a Transaction, shall: (a) return all such information to the Applicant, the Sales Agent or the Monitor, as applicable; (b) destroy all such information; or (c) in the case of such information that is electronically stored, destroy all such information to the extent it is reasonably practical to do so. The purchaser of the Business or any Property shall be entitled to continue to use the personal information provided to it, and related to the Business or Property purchased, in a manner that is in all material respects identical to the prior use of such information by the Applicants, and shall return all other personal information to the Applicant, the Sales Agent, or the Monitor, as applicable, to ensure that other personal information is destroyed.

#### **Approval of Sales Agent Charge**

6. The Sales Agent shall be entitled to the benefit of and is granted a charge (the "**Sales Agent Charge**") on the Property (as defined in the Amended and Restated Initial Order) as security for the compensation of the Sales Agent for the Completion Fees in accordance with the Engagement Letter (as defined in the Bowman Affidavit No. 4). The Sales Agent Charge shall have the priority set out in the Second Amended and Restated Initial Order.

#### **Sealing Order**

7. The Confidential Exhibit shall be sealed on the Court file and shall not form part of the public record.
8. The Clerk of this Honourable Court shall file the Confidential Exhibit in a sealed envelope attached to a notice that sets out the style of cause of these proceedings and states that:

THIS ENVELOPE CONTAINS CONFIDENTIAL MATERIALS FILED BY  
KORITE INTERNATIONAL INC.

THE CONFIDENTIAL MATERIALS ARE SEALED PURSUANT TO THE  
SEALING ORDER ISSUED BY THE HONOURABLE MADAM JUSTICE G. A.  
CAMPBELL ON OR ABOUT JULY 21, 2020

9. The Applicant and the Monitor are empowered and authorized, but not directed, to provide the Confidential Exhibit (or any portion thereof, or information contained therein) to any interested party, entity or person that the Applicant and the Monitor consider reasonable in the circumstances subject to confidentiality arrangements satisfactory to the Applicant, the Monitor and the Sales Agent.

**Miscellaneous**

10. This Order and all of its provisions are effective as of 12:01 a.m. Mountain Daylight Time on the date of this Order.

---

Justice of the Court of Queen's Bench of Alberta

**SCHEDULE "A"**  
**SALE AND INVESTMENT SOLICITATION PROCESS**

## SALES AND INVESTMENT SOLICITATION PROCESS

### KORITE INTERNATIONAL INC.

#### INTRODUCTION

1. On June 30, 2020, Korite International Inc. ("**Korite**" or the "**Applicant**") obtained an Initial Order (the "**Initial Order**") under the *Companies' Creditors Arrangement Act*, RSC 1985, c C-36, as amended (the "**CCAA**") from the Court of Queen's Bench of Alberta (the "**Court**"). The Applicant's proceedings under the CCAA are referred to herein as the "**CCAA Proceedings**".
2. Pursuant to the Initial Order, BDO Canada Limited was appointed as monitor (in such capacity, the "**Monitor**") of the Applicant in the CCAA Proceedings.
3. 5024639 Ontario Inc. (the "**Interim Lender**") has agreed to provide certain interim financing to Korite during the CCAA Proceedings pursuant to an Interim Financing Term Sheet dated as of June 23, 2020 between the Interim Lender and the Applicant.
4. Pursuant to the Order of the Court dated July 21, 2020 (the "**SISP Order**"), the Court approved the sale and investment solicitation process set out herein (the "**SISP**"). Capitalized terms used herein are as defined in the SISP Order unless defined otherwise herein.
5. Korite's primary secured creditor is Canadian Imperial Bank of Commerce ("**CIBC**") and Korite's secondary secured creditors are 1396449 Alberta Ltd., RayJam Holdings Ltd., Wilson Investments Ltd., Jarvis Holdings Ltd., Gabrielle van der Velde, Amarjeet Grewal, Karen McGowan, Rene Trudel and Ken Oschipok, by their security agent, Pierre Pare, who are former shareholders of Korite (the "**Vendor Creditors**") and Nadine van der Velde.
6. The Vendor Creditors have confirmed irrevocably that they will not be bidders, directly or indirectly, in the SISP, nor will they be lenders or financiers, directly or indirectly, of any bidders in the SISP.
7. Pursuant to the SISP Order, Assurgo Enterprises Inc. was appointed to act as sales agent in accordance with the SISP Order and the SISP (the "**Sales Agent**").
8. The Sales Agent will develop a list of Known Potential Bidders (as defined below), communicate and meet with interested parties, prepare and distribute marketing materials, and manage the Data Room (as defined below).

#### SISP OVERVIEW

9. The purpose of the SISP is to solicit interest in, and opportunities for, one or more or any combination of (a) a restructuring, recapitalization or other form of reorganization of the business and affairs of the Applicant as a going concern, or (b) a sale of all, or

substantially all, of the Applicant's assets (the "**Property**") and/or business operations of the Applicant (the "**Business**") as a going concern or otherwise.

10. The SISP describes the manner in which individuals, corporations, limited and unlimited liability companies, general and limited partnerships, associations, trusts, unincorporated organizations, joint ventures, governmental organizations or other entities (each, a "**Person**") may gain access to or continue to have access to due diligence materials concerning the Applicant, the Property, and the Business, how bids involving the Applicant, the Property or the Business will be submitted to and dealt with by the Applicant, the Monitor and the Sales Agent, and how Court approval will be obtained in respect of any Transaction (as defined below).
11. As described below, the various deadlines herein may be extended by and at the discretion of the Monitor, in consultation with the Applicant and CIBC. The Monitor will consider extending the various deadlines herein in the event that the Monitor determines that such an extension will generally benefit the Applicant's creditors and other stakeholders. The Monitor shall generally oversee the SISP and in particular shall oversee the Sales Agent in connection therewith. In the event that there is disagreement as to the interpretation or application of the SISP, the Court will have jurisdiction to hear and resolve such dispute.
12. All consultation rights, and rights to receive information, of CIBC and the Vendor Creditor set out in this SISP are conditional on CIBC and the Vendor Creditors first entering into a Confidentiality Agreement (as defined below) in a form approved by the Monitor. Under no circumstances will the Vendor Creditors have access to the Data Room. All consultation rights of the Vendor Creditors in this SISP shall be exercised by their representative, Pierre Paré (the "**Vendor Creditors' Representative**"). The Applicant, the Monitor and the Sales Agent shall not be obligated to communicate or consult with any Vendor Creditors other than the Vendor Creditors' Representative.
13. The Monitor shall determine, in its sole discretion, the manner and form of information to be provided to CIBC, the Vendor Creditors' Representative and the Interim Lender pursuant to this SISP.

#### **"AS IS, WHERE IS" BASIS**

14. Any transaction involving the Applicant, the Property or the Business (in each case, a "**Transaction**") will be on an "as is, where is" basis and without surviving representations, warranties, covenants or indemnities of any kind, nature, or description by the Sales Agent, the Monitor, the Applicant, or any of their respective agents, estates, advisors, professionals or otherwise, except to the extent expressly set forth in the relevant Final Agreement (as defined herein).

The key dates pursuant to the SISP are as follows (capitalized terms in the chart below have the meaning ascribed in the SISP):

<u>Event</u>	<u>Date</u>
Sales Agent to create list of Known Potential Bidders and distribute Teaser Letter and Confidentiality Agreements to Known Potential Bidders	As soon as practical and no later than July 31, 2020
Sales Agent to prepare and have available for Potential Bidders the CIM and Data Room	As soon as practical and no later than August 12, 2020
LOI Deadline (for delivery of non-binding LOIs by Phase 1 Qualified Bidders in accordance with the requirements of paragraph 27 of the SISP)	By September 14, 2020
Final Bid Deadline (for delivery of definitive offers by Phase 2 Qualified Bidders in accordance with the requirements of paragraph 34 or 35 of the SISP)	By October 9, 2020
Final Agreement Deadline	October 16, 2020
Applicant's Application to the Court for Approval Order(s)	As soon as reasonably practicable after the Final Agreement Deadline
Closing of the Transaction	Within ten (10) days of the Approval Order(s) becoming Final Order(s)

## THE SISP PROCESS

### A. Initial Solicitation of Interest

15. The Sales Agent may contact any Persons to solicit expressions of interest in a Transaction either before or after the granting of the SISP Order.
16. As soon as reasonably practicable after the granting of the SISP Order and in any event by no later than July 31, 2020, in consultation with the Applicant, the Monitor, CIBC, and the Vendor Creditors' Representative, the Sales Agent will prepare a list of potential bidders (the "**Known Potential Bidders**") who may have interest in a Transaction. Such list will include both strategic and financial parties who may be interested in acquiring an interest in: (a) the Applicant's assets pursuant to an asset purchase transaction (an "**Asset Bid**"); or (b) a restructuring of the debt, share or capital structure of the Applicant (a "**Restructuring Bid**"). Concurrently, the Sales Agent will prepare an initial offering summary (the "**Teaser Letter**") notifying Known Potential Bidders of the SISP and inviting the Known Potential Bidders to express interest in making an Asset Bid or Restructuring Bid (each, a "**SISP Bid**").
17. As soon as reasonably practicable after the granting of the SISP Order and in any event by no later than July 31, 2020, the Sales Agent shall cause a notice of the SISP to be

published in a publication or publications deemed by the Sales Agent to be reasonable and appropriate.

18. By no later than July 31, 2020, the Sales Agent shall distribute to the Known Potential Bidders and any other interested Persons the Teaser Letter, as well as a draft form of confidentiality agreement (the "**Confidentiality Agreement**") that shall inure to the benefit of the Person or Persons who make the Winning Bid (as defined herein) pursuant to this SISP. Copies of the Teaser Letter and Confidentiality Agreement shall be provided to any appropriate Persons who becomes known to the Sales Agent after the initial distribution of such documents.
19. Any Person who wishes to be deemed a Potential Bidder (as defined below) and proceed to execute a Confidentiality Agreement shall contact the Sales Agent or the Monitor. In consultation with the Applicant, the Sales Agent, CIBC and the Vendor Creditor's Representative, the Monitor shall, in its sole discretion, determine whether such Person shall be permitted to become a Potential Bidder, based on: (a) the identity of the Person, including its direct and indirect principals; (b) the Person's financial capabilities and technical expertise to conclude a Transaction; and (c) any other criteria the Monitor considers to be relevant.
20. Any Person who the Monitor permits to become Potential Bidder shall, upon executing a Confidentiality Agreement in form and substance satisfactory to the Applicant, Sales Agent and the Monitor, be permitted to have access to the Data Room (as defined below) and become entitled to receive the CIM (each, a "**Potential Bidder**").

## **B. Due Diligence**

21. The Sales Agent shall provide each Potential Bidder with information, including access to an electronic data room established by the Sales Agent by no later than August 12, 2020 (the "**Data Room**"), that the Sales Agent in its reasonable business judgment determines to be necessary for the Potential Bidder to evaluate a transaction involving a SISP Bid.
22. The Sales Agent will prepare a confidential information memorandum ("**CIM**") by no later than August 12, 2020, describing the opportunity to make a SISP Bid and shall deliver the CIM to each Potential Bidder as soon as practicable after such Person is deemed to be a Potential Bidder in accordance with this SISP.
23. The Applicant and the Sales Agent shall coordinate all reasonable requests for additional information and due diligence access from Potential Bidders. Neither the Applicant nor the Sales Agent will be obliged to furnish any information relating to the Property or the Business other than to a Potential Bidder.
24. The Sales Agent, the Applicant, the Monitor and their respective advisors make no representation or warranty as to the information contained in the CIM or otherwise made available pursuant to the SISP, including any information contained in the Data Room.

## **C. LOI Process**



25. Any Potential Bidder who wishes to submit a SISP Bid must deliver a written, non-binding letter of intent (each, a "**LOI**") to the Monitor at the address specified in and in accordance with Schedule "A" hereto so as to be received by the Monitor not later than 5:00 p.m. (Mountain time) on September 14, 2020, or such other date or time as the Monitor and the Applicant may determine, in consultation with CIBC and the Vendor Creditors' Representative (the "**LOI Deadline**").
26. Subject to paragraphs 48 - 53 of this SISP, following the LOI Deadline, all LOIs shall be reviewed by the Applicant, in consultation with the Monitor, the Sales Agent, CIBC and the Vendor Creditors' Representative.
27. An LOI shall be a qualified LOI (each, a "**Qualified LOI**") provided that it contains:
  - (a) a specific indication of the anticipated sources of capital for such Potential Bidder and preliminary evidence of the availability of such capital, or such other form of financial disclosure and credit support or enhancement that will allow the Monitor and its legal advisors, to make, in their reasonable business or professional judgment, a reasonable determination as to the Potential Bidder's financial and other capabilities to consummate a SISP Bid;
  - (b) a letter setting forth the identity of the Potential Bidder, the contact information for such Potential Bidder and full disclosure of the principals of the Potential Bidder and its direct and indirect owners. The letter shall further disclose the relationship the Potential Bidders has to Korite or its directors or officers, including the identification of the Potential Bidder's direct and indirect owners and all of their principals;
  - (c) an indication of whether the Potential Bidder wishes to tender an Asset Bid or a Restructuring Bid;
  - (d) in the case of an Asset Bid, it identifies:
    - (i) the purchase price range (including any liabilities to be assumed by the Potential Bidder and any credit bid);
    - (ii) whether the Asset Bid is *en bloc*, the Property included, any of the Property expected to be excluded, and/or any additional assets desired to be included in the transaction;
    - (iii) the structure and financing of the transaction (including, but not limited to, the sources of financing for the purchase price, preliminary evidence of the availability of such financing and the steps necessary and associated timing to obtain the financing and consummate the proposed transaction and any related contingencies, as applicable);
    - (iv) the proposed treatment of employees of the Applicant;
    - (v) the proposed treatment of any leases and other material contracts;
    - (vi) any anticipated corporate, shareholder, internal or regulatory approvals required to close the transaction and the anticipated time frame and any anticipated impediments for obtaining such approvals;

- (vii) any additional due diligence required or desired to be conducted by the Potential Bidder, if any;
  - (viii) any conditions to closing that the Potential Bidder may wish to impose; and
  - (ix) any other terms or conditions of the Asset Bid which the Potential Bidder believes are material to the transaction;
- (e) in the case of a Restructuring Bid, it identifies:
- (i) the aggregate amount of the equity and debt investment, including liabilities to be assumed by the Potential Bidder and any credit bid component (including the sources of such capital, preliminary evidence of the availability of such capital and the steps necessary and associated timing to obtain the capital and consummate the proposed transaction and any related contingencies, as applicable) to be made in the Applicant;
  - (ii) the underlying assumptions regarding the *pro forma* capital structure (including, the anticipated debt levels, debt service fees, interest and amortization);
  - (iii) the consideration to be allocated to the stakeholders including claims of any secured or unsecured creditors of the Applicant and the proposed treatment of employees;
  - (iv) the structure and financing of the transaction including all requisite financial assurance;
  - (v) any anticipated corporate, shareholder, internal or regulatory approvals required to close the transaction, the anticipated time frame and any anticipated impediments for obtaining such approvals;
  - (vi) any additional due diligence required or desired to be conducted by the Potential Bidder, if any;
  - (vii) any conditions to closing that the Potential Bidder may wish to impose; and
  - (viii) any other terms or conditions of the Restructuring Bid which the Potential Bidder believes are material to the transaction; and
- (f) such other information as may be requested by the Monitor or the Sales Agent.

28. Any Potential Bidder who submits a Qualified LOI on or before the LOI Deadline shall be designated a "**Qualified Bidder**".

29. The Applicant, with the approval of the Monitor, and in consultation with CIBC and the Vendor Creditors' Representative, may waive the strict compliance of one or more of the requirements specified above and deem any LOI to be a Qualified LOI, notwithstanding any noncompliance with the terms and conditions of this SISP.

30. In the event that no Person submits an LOI, or that no LOI qualifies as or is deemed to qualify as a Qualified LOI, or that no LOI is deemed commercially reasonable to the Applicant and the Monitor, the Applicant may, with the approval of the Monitor, and in consultation with CIBC and the Vendor Creditors' Representative, terminate the SISP. If

no Qualified LOIs are received by the LOI Deadline, the Applicant may, with the approval of the Monitor, and in consultation with CIBC and the Vendor Creditors' Representative, consider other forms of bids for the Property and the Business. At any time during the SISP, the Applicant may, with the approval of the Monitor, and in consultation with CIBC and the Vendor Creditors' Representative, determine that any bid is a Winning Bid and seek Approval Orders in respect of such Winning Bid(s) from the Court.

**D. Final Bid Process**

31. The Sales Agent may invite Qualified Bidders to conduct additional due diligence or otherwise make available to Qualified Bidders additional information not posted in the Data Room, arrange for inspections and site visits at the Applicant's premises, as determined by the Sales Agent. The Data Room will include, among other things, a form of purchase agreement for use by Qualified Bidders in the case of an Asset Bid.
32. Any Qualified Bidder may submit an Asset Bid or a Restructuring Bid (each, a "**Final Bid**") to the Monitor at the address specified in Schedule "A" hereto on or before 5:00 p.m. (Mountain time) on October 9, 2020, or such later time and date as the Monitor and the Applicant may determine, in consultation with CIBC and the Vendor Creditors' Representative (the "**Final Bid Deadline**").
33. Subject to paragraphs 48-53 of this SISP, Final Bids shall be reviewed by the Applicant, in consultation with the Monitor, the Sales Agent, CIBC and the Vendor Creditors' Representative.
34. A Final Bid submitted as an Asset Bid shall be a "**Qualified Asset Bid**" in the event that:
  - (a) it includes a letter stating that the Asset Bid is irrevocable until the earlier of (i) the approval by the Court, and (ii) forty five (45) days following the Final Bid Deadline; provided, however, that if such Asset Bid is selected as the Winning Bid or the Backup Bid, it shall remain irrevocable until the closing of the transactions contemplated by the Winning Bid or the Backup Bid, as the case may be;
  - (b) it includes a duly authorized and executed purchase and sale agreement specifying all the consideration payable, together with all exhibits and schedules thereto, and such ancillary agreements as may be required by the Qualified Bidder with all exhibits and schedules thereto;
  - (c) it does not include any request or entitlement to any break fee, expense reimbursement or similar type of payment;
  - (d) it includes written evidence of a firm, irrevocable commitment for all required funding and/or financing from a creditworthy bank or financial institution to consummate the proposed transaction, or other evidence satisfactory to the Monitor to allow the Monitor to make a reasonable determination as to the Qualified Bidders (and its direct and indirect owners and their principals) financial and other capabilities to consummate the transaction contemplated by the Asset Bid;
  - (e) it is not conditional on (i) the outcome of unperformed due diligence by the Qualified

- Bidder and/or (ii) obtaining any financing capital and includes an acknowledgment and representation that the bidder has had an opportunity to conduct any and all required due diligence prior to making its Asset Bid;
- (f) it is not conditional upon any governmental or regulatory approval;
  - (g) it fully discloses the identity of each Person that is bidding or otherwise that will be sponsoring or participating in the Asset Bid, including the identification of the bidder's direct and indirect owners and their principals, and the complete terms of any such participation;
  - (h) it is accompanied by a refundable cash deposit (the "**Deposit**") in the form of a wire transfer (to a trust account specified by the Monitor), in an amount equal to ten percent (10%) of the consideration to be paid in respect of the Asset Bid, to be held and dealt with in accordance with this SISP;
  - (i) it contains other information requested by the Sales Agent, the Applicant, or the Monitor; and
  - (j) it is received by no later than the Final Bid Deadline.
35. A Final Bid submitted as a Restructuring Bid shall be a "**Qualified Restructuring Bid**" in the event that:
- (a) it includes definitive documentation, duly authorized and executed by the Qualified Bidder, setting out the terms and conditions of the proposed transaction, including the aggregate amount of the proposed equity and debt investment, assumption of debt if any, and details regarding the proposed equity and debt structure of the Applicant following completion of the proposed transaction;
  - (b) it includes a letter stating that the Restructuring Bid is irrevocable until the earlier of (i) the approval by the Court, and (ii) forty five (45) days following the Final Bid Deadline; provided, however, that if such Restructuring Bid is selected as the Winning Bid or the Backup Bid, it shall remain irrevocable until the closing of the transactions contemplated by the Winning Bid or the Backup Bid, as the case may be;
  - (c) it does not include any request or entitlement to any break fee, expense reimbursement or similar type of payment;
  - (d) it includes written evidence of a firm, irrevocable commitment for all required funding and/or financing from a creditworthy bank or financial institution to consummate the proposed transaction, or other evidence satisfactory to the Monitor, to allow the Monitor to make a reasonable determination as to the Qualified Bidder's (and its direct and indirect owners and their principals) financial and other capabilities to consummate the transaction contemplated by the Restructuring Bid;
  - (e) it is not conditional on (i) the outcome of unperformed due diligence by the Qualified Bidder and/or (ii) obtaining any financing capital and includes an acknowledgment and representation that the bidder has had an opportunity to conduct any and all required due diligence prior to making its Restructuring Bid;

- (f) it is not conditional upon any governmental or regulatory approval;
  - (g) it fully discloses the identity of each entity that is bidding or otherwise that will be sponsoring or participating in the Restructuring Bid, including the identification of the Qualified Bidder's direct and indirect owners and their principals, and the complete terms of any such participation;
  - (h) it is accompanied by a refundable Deposit in the form of a wire transfer (payable to a trust account specified by the Monitor) in an amount equal to ten percent (10%) of the consideration to be paid pursuant to the Restructuring Bid, to be held and dealt with in accordance with this SISP;
  - (i) it contains other information requested by the Sales Agent, the Applicant, or the Monitor; and
  - (j) it is received by no later than the Final Bid Deadline.
36. All Qualified Asset Bids and Qualified Restructuring Bids shall constitute "**Qualified Final Bids**". The Applicant, with the approval of the Monitor, and in consultation with CIBC and the Vendor Creditors' Representative, may waive the strict compliance of one or more of the requirements specified above and deem any Final Bid(s) to be a Qualified Final Bid and notwithstanding any non-compliance with the terms and conditions of this SISP.

#### **E. Selection of Winning Bid**

37. Subject to paragraphs 48-53 of this SISP, the Applicant shall review all Qualified Final Bids in consultation with the Monitor, the Sales Agent, CIBC and the Vendor Creditors' Representative. Subject to the approval of the Monitor, the Applicant may, but shall have no obligation to, enter into a definitive agreement or agreements (each a "**Final Agreement**") with the Person or Persons who submitted the highest, best or otherwise most favourable Qualified Final Bid(s).
38. In the event that the Applicant enters into one or more Final Agreements on or before 5:00 p.m. (Mountain time) on October 16, 2020, or such later time and date that the Applicant may determine, with the approval of the Monitor and, subject to paragraphs 48-53 of this SISP, in consultation with CIBC and the Vendor Creditors' Representative (the "**Final Agreement Deadline**"), any Qualified Bid so selected shall be a "**Winning Bid**" and the next highest, best or otherwise most favourable Qualified Bid received, as determined by the Applicant, with the approval of the Monitor, shall be the "**Backup Bid**". Any Qualified Bidder that makes a Winning Bid shall be a "**Successful Bidder**" and any Qualified Bidder that makes a Backup Bid shall be a "**Backup Bidder**".
39. The Monitor will notify each Successful Bidder and Backup Bidder of the Final Agreement and the Backup Bid shall remain open until the consummation of the transaction contemplated by the Winning Bid (and, for greater certainty, the Monitor shall be entitled to continue to hold the Deposit in respect of the Backup Bid until such time as the transaction contemplated by the Winning Bid is consummated).

40. This SISP shall terminate in the event that: (a) no Qualified Bidder submits or is deemed to have submitted a Qualified Final Bid; (b) the Applicant, with the approval of the Monitor, and in consultation with CIBC and the Vendor Creditors' Representative, determines that none of the Qualified Final Bids should be accepted; or (c) a Final Agreement has not been entered into before the Final Agreement Deadline.
41. The highest Qualified Final Bid may not necessarily be accepted by the Applicant. The Applicant, with the approval of the Monitor, and, subject to paragraphs 48-53 of this SISP, in consultation with CIBC and the Vendor Creditors' Representative, reserves the right not to accept any Qualified Final Bid or to otherwise terminate the SISP. The Applicant, with the approval of the Monitor, and, subject to paragraphs 48-53 of this SISP, in consultation with CIBC and the Vendor Creditors' Representative, further reserves the right to deal with one or more Qualified Bidders to the exclusion of other Persons, to accept a Qualified Final Bid or Qualified Final Bids for some or all of the Property, the Applicant or the Business, to accept multiple Qualified Final Bids and enter into multiple Final Agreements.

### **APPROVAL ORDERS**

42. In the event that the Applicant enters into a Final Agreement, on or before 5:00 p.m. (Mountain time) on October 16, 2020, the Applicant shall apply as soon as reasonably practicable thereafter, for orders (the "**Approval Orders**") from the Court, in form and substance satisfactory to the Monitor, approving the transaction contemplated by the Winning Bid and any necessary related relief required to consummate the transaction contemplated by the Winning Bid, subject to the terms of the Final Agreement.
43. The Applicant may also concurrently obtain relief approving the transaction contemplated by the Backup Bid and any necessary related relief required to consummate the transaction contemplated by the Backup Bid.
44. An Approval Order shall become a "**Final Order**" upon satisfaction of the following conditions: (a) it is in full force and effect; (b) it has not been reversed, modified or vacated and is not subject to any stay; and (c) all applicable appeal periods have expired and any appeals therefrom have been finally disposed of, leaving the Approval Order wholly operable.

### **CLOSING**

45. Closing of the transactions contemplated in any Final Agreement shall occur within ten (10) days of the date upon which the Approval Orders have become Final Orders, or as may be extended with the approval of the Monitor, in consultation with CIBC and the Vendor Creditors' Representative.

### **DEPOSITS**

46. All Deposits paid pursuant to this SISP shall be held in trust by the Monitor, in a non-interest bearing account. The Monitor shall hold Deposits paid by each of the Successful

Bidder and the Backup Bidder in accordance with the terms outlined in this SISP. In the event that a Deposit is paid pursuant to this SISP and the Applicant elects not to proceed to negotiate and settle the terms and conditions of a definitive agreement with the Person that paid such Deposit, the Monitor shall return the Deposit and any interest accrued thereon to that Person.

47. In the event that either of the Successful Bidder or the Backup Bidder default in the payment or performance of any obligations owed to the Applicant, the Monitor, or the Sales Agent pursuant to any Final Agreement, the Deposit paid by the Successful Bidder or the Backup Bidder, as applicable, shall be forfeited to such party as liquidated damages and not as a penalty.

### **CONFLICTS OF INTEREST/CONFIDENTIALITY**

48. Until such time as any director, officer, employee or representative of the Applicant (the “**Insider Bidder**”) has: (i) irrevocably declared his or her intention not to submit a bid; (ii) his or her bid has been irrevocably disqualified under the SISP; or (iii) his or her bid has been irrevocably determined not to be the Winning Bid or the Backup Bid, such Insider Bidder:
- (a) shall only receive information regarding the SISP in keeping with his or her capacity as a Potential Bidder;
  - (b) shall not participate in the SISP as a representative of the Applicant unless the Monitor, in its sole discretion, determines that information or participation from the Insider Bidder is required for the facilitation of the SISP, with such participation being under the supervision of the Monitor; and
  - (c) shall receive no information whatsoever regarding other bids in the SISP.
49. If the Monitor determines that the participation or information from an Insider Bidder is required pursuant to paragraph 48(b) above, such Insider Bidder shall provide all participation and information requested by the Monitor, including adhering to any timelines set by the Monitor.
50. If any Insider Bidder determines that he or she will submit a bid in the SISP, such Insider Bidder shall advise the Monitor of such intent as soon as reasonably practicable, and no later than seven (7) days before the LOI Deadline.
51. In its sole and absolute discretion, the Monitor shall provide appropriate information regarding an Insider Bidder participating in the SISP to CIBC and the Vendor Creditors' Representative, and provide CIBC and the Vendor Creditors' Representative with the name of the Insider Bidder and the Insider Bidder's relationship to the Applicant.
52. Notwithstanding any other provision of this SISP, until such time as CIBC has: (i) irrevocably declared its intention not to be a lender or financier, directly or indirectly, of any bidders in the SISP; (ii) all bids financed by CIBC, directly or indirectly, have been

irrevocably disqualified under the SISP; or (iii) all bids financed by CIBC, directly or indirectly, have been irrevocably determined not to be the Winning Bid or the Backup Bid, CIBC:

- (a) shall only receive information regarding the SISP, including bids, as determined by the Monitor, in its sole discretion, including the establishment and enforcement of mechanisms to ensure that any individuals in CIBC involved with providing financing for one or more bids shall receive no information whatsoever regarding other bids in the SISP.
53. Notwithstanding any other provision of this SISP, the Interim Lender shall be entitled to receive information about the SISP and the progress thereof, in a manner and form to be determined by the Monitor in its sole discretion.

### **COVID-19**

54. This SISP shall be interpreted so as to comply and be consistent with any applicable laws, regulations or public health directives related to the COVID-19 pandemic, and may be amended at any time with the approval of the Monitor and in consultation with CIBC and the Vendor Creditors' Representative to the extent necessary or advisable to comply with same.



## **SCHEDULE “A”**

### **Addresses for Deliveries**

Any notice or other delivery made to the Monitor pursuant to this SISP shall be made to:

**BDO Canada Limited**  
110, 5800 – 2nd Street SW  
Calgary, AB T2H 0H2  
Attention: Marc Kelly  
Tel: 403-777-9999  
Email: [makelly@bdo.ca](mailto:makelly@bdo.ca)

with copy to:

**Burnet, Duckworth & Palmer LLP**  
Suite 2400, 525-8th Ave SW  
Calgary, AB T2P 1G1  
Attention: David LeGeyt  
Tel: 403-260-0210  
Email: [dlegeyt@bdplaw.com](mailto:dlegeyt@bdplaw.com)

Any notice or delivery made to the Sales Agent pursuant to this SISP shall be made to:

**Assurgo Enterprises Inc.**  
Suite 1700  
715 – 5<sup>th</sup> Avenue S.W.  
Calgary, AB T2P 2X6  
Attention: Zsolt Chirvaiu  
Tel: 587-703-6071  
Email: [zsolt@assurgoenterprises.com](mailto:zsolt@assurgoenterprises.com)

Deliveries pursuant to this SISP by email shall be deemed to be received when sent. In all other instances, deliveries made pursuant to this SISP shall be deemed to be received when delivered to the relevant address, as identified above.

**SCHEDULE "B"**

Clerk's Stamp:



COURT FILE NUMBER  
COURT  
JUDICIAL CENTRE OF

2001-07942  
COURT OF QUEEN'S BENCH OF ALBERTA  
CALGARY

IN THE MATTER OF THE *COMPANIES'*  
*CREDITORS ARRANGEMENT ACT*, R.S.C.  
1985, c. C-36, as amended

AND IN THE MATTER OF A PLAN OF  
COMPROMISE OR ARRANGEMENT OF  
KORITE INTERNATIONAL INC.

DOCUMENT

**SECOND AMENDED AND RESTATED**

**CCAA INITIAL ORDER**

ADDRESS FOR SERVICE AND  
CONTACT INFORMATION OF  
PARTY FILING THIS  
DOCUMENT:

**BENNETT JONES LLP**  
Barristers and Solicitors  
4500, 855 – 2nd Street S.W.  
Calgary, Alberta T2P 4K7

Attention: Chris Simard and Kelsey Meyer  
Telephone No.: 403-298-4485 / 403-298-3323  
Fax No.: 403-265-7219  
Client File No.: 76784.6

**DATE ON WHICH ORDER WAS**

Tuesday, July 21, 2020

**PRONOUNCED:**

**NAME OF JUDGE WHO MADE**

\_\_\_\_\_  
The Honourable Madam Justice G. A. Campbell

**THIS ORDER:**

**LOCATION OF HEARING:**

\_\_\_\_\_  
Calgary Courts Centre  
601 – 5th Street SW, Calgary, AB T2P 5P7  
\_\_\_\_\_

**UPON** the application of Korite International Inc. (the "**Applicant**"); **AND UPON** having read the Notice of Application; the Affidavit of Tim A. Bowman sworn June 24, 2020, the Affidavit No. 2 of Tim A. Bowman sworn June 29, 2020 (the "**Bowman Affidavit No. 2**"), the Affidavit No. 3 of Tim A. Bowman sworn July 3, 2020, and the Affidavit No. 4 of Tim A. Bowman sworn July 15, 2020, all filed; the Affidavit of Service of Dominique Huber, to be filed;

the Initial Order of this Court (the "**Initial Order**") dated June 30, 2020 (the "**Initial Order Date**") and the Amended and Restated Initial Order of this Court (the "**Amended and Restated Initial Order**") dated July 9, 2020; **AND UPON** reading the Pre-Filing Report of BDO Canada Limited (the "**Monitor**") dated June 25, 2020, the First Report of the Monitor dated July 8, 2020, and the Second Report of the Monitor dated July 15, 2020; **AND UPON** hearing counsel for the Applicant, counsel for Canadian Imperial Bank of Commerce ("**CIBC**"), counsel for the Monitor and counsel for other interested parties appearing at the application;

**IT IS HEREBY ORDERED AND DECLARED THAT:**

**SERVICE**

1. The time for service of the notice of application for this order (the "**Order**") is hereby abridged and deemed good and sufficient and this application is properly returnable today.

**APPLICATION**

2. The Applicant is a company to which the *Companies' Creditors Arrangement Act*, RSC 1985, c C-36 (the "**CCAA**") applies.

**PLAN OF ARRANGEMENT**

3. The Applicant shall have the authority to file and may, subject to further order of this Court, file with this Court a plan of compromise or arrangement (the "**Plan**").

**POSSESSION OF PROPERTY AND OPERATIONS**

4. The Applicant shall:
  - (a) remain in possession and control of its current and future assets, undertakings and properties 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; and

- (c) be authorized and empowered to continue to retain and employ the employees, consultants, agents, experts, accountants, counsel and such other persons (collectively “**Assistants**”) currently retained or employed by it, with liberty to retain such further Assistants as it deems reasonably necessary or desirable in the ordinary course of business or for the carrying out of the terms of this Order.
- 5. To the extent permitted by law, the Applicant shall be entitled but not required to make the following advances or payments of the following expenses, incurred prior to or after the Initial Order Date:
  - (a) all outstanding and future wages, salaries, employee and pension benefits, vacation pay and expenses payable on or after the Initial Order Date, in each case incurred in the ordinary course of business and consistent with existing compensation policies and arrangements; and
  - (b) the reasonable fees and disbursements of any Assistants retained or employed by the Applicant in respect of these proceedings, at their standard rates and charges, including for periods prior to the Initial Order Date.
- 6. 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 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 insurance), maintenance and security services; and
  - (b) payment for goods or services actually supplied to the Applicant following the Initial Order Date.
- 7. The Applicant shall remit, in accordance with legal requirements, 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 that are required to be

deducted from employees' wages, including, without limitation, amounts in respect of:

- (i) employment insurance,
- (ii) Canada Pension Plan, and
- (iv) income taxes,

but only where such statutory deemed trust amounts arise after the Initial Order Date, or are not required to be remitted until after the Initial Order Date, 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 Initial Order Date, or where such Sales Taxes were accrued or collected prior to the Initial Order Date but not required to be remitted until on or after the Initial Order Date; 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 realty, 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 that are attributable to or in respect of the carrying on of the Business by the Applicant.

8. Until such time as a real property lease is disclaimed or resiliated in accordance with the CCAA, the Applicant may pay all amounts constituting rent or payable as rent under real property leases (including, for greater certainty, common area maintenance charges, utilities and realty taxes and any other amounts payable as rent to the landlord under the lease) based on the terms of existing lease arrangements or as otherwise may be negotiated by the Applicant from time to time for the period commencing from and including the Initial Order Date ("**Rent**"), but shall not pay any rent in arrears.

9. Except as specifically permitted in this Order, the Applicant is hereby directed, until further order of this Court:
  - (a) to make no payments of principal, interest thereon or otherwise on account of amounts owing by the Applicant to any of its creditors as of the Initial Order Date;
  - (b) to grant no security interests, trust, liens, charges or encumbrances upon or in respect of any of its Property; and
  - (c) not to grant credit or incur liabilities except in the ordinary course of the Business.
10. Notwithstanding paragraph 9 hereof, the Applicant is hereby authorized and directed to make ongoing interest payments to CIBC from and after the date of this Order, including as shown in the cash flow statement attached as Exhibit "2" to the Bowman Affidavit No. 2.

## **RESTRUCTURING**

11. The Applicant shall, subject to such requirements as are imposed by the CCAA and such covenants as may be contained in the Definitive Documents (as hereinafter defined in paragraph 35) have the right to:
  - (a) permanently or temporarily cease, downsize or shut down any portion of its business or operations and to dispose of redundant or non-material assets not exceeding \$250,000 in any one transaction or \$1,000,000 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;
  - (b) terminate the employment of such of its employees or temporarily lay off such of its employees as it deems appropriate on such terms as may be agreed upon between the Applicant and such employee, or failing such agreement, to deal with the consequences thereof in the Plan;
  - (c) disclaim or resiliate, in whole or in part, with the prior consent of the Monitor (as defined below) or further Order of the Court, its arrangements or agreements of

any nature whatsoever with whomsoever, whether oral or written, as the Applicant deems appropriate, in accordance with section 32 of the CCAA; and

- (d) pursue all avenues of refinancing of its Business or Property, in whole or part, subject to prior approval of this Court being obtained before any material refinancing,

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. 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 disclaims or resiliates the lease governing such leased premises in accordance with section 32 of the CCAA, the Applicant 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 disclaimer or resiliation of the lease shall be without prejudice to the Applicant's claim to the fixtures in dispute.
13. If a notice of disclaimer or resiliation is delivered pursuant to section 32 of the CCAA, then:
  - (a) during the notice period prior to the effective time of the disclaimer or resiliation, 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 disclaimer or resiliation, 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 PROCEEDINGS AGAINST THE APPLICANT OR THE PROPERTY**

14. Until and including September 23, 2020, or such later date as this Court may order (the “**Stay Period**”), no proceeding or enforcement process in any court (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 leave of this Court, and any and all Proceedings currently under way 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.
15. Notwithstanding the foregoing, nothing in this Order shall prevent or otherwise hinder CIBC's ability to make an application to this Court to terminate these CCAA proceedings. For greater clarity, upon a motion by CIBC to terminate these CCAA proceedings, CIBC will not be required to lift the stay of proceedings granted herein.

#### **NO EXERCISE OF RIGHTS OR REMEDIES**

16. 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**”), whether judicial or extra-judicial, statutory or non-statutory 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 leave of this Court, provided that nothing in this Order shall:

- (a) empower the Applicant to carry on any business that 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) exempt the Applicant from compliance with statutory or regulatory provisions relating to health, safety or the environment.
17. Nothing in this Order shall prevent any party from taking an action against the Applicant where such an action must be taken in order to comply with statutory time limitations in order to preserve its rights at law, provided that no further steps shall be taken by such party except in accordance with the other provisions of this Order, and notice in writing of such action be given to the Monitor at the first available opportunity.

#### **NO INTERFERENCE WITH RIGHTS**

18. 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**

19. 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, 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 Business or the Applicant;

are hereby restrained until further order of this Court from discontinuing, altering, interfering with, suspending or terminating the supply of such goods or services as may be required by the Applicant or exercising any other remedy provided under such agreements or arrangements. 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 Initial Order Date are paid by the Applicant in accordance with the payment practices of the Applicant, or such other practices as may be agreed upon by the supplier or service provider and the Applicant and the Monitor, or as may be ordered by this Court.

#### **NON-DEROGATION OF RIGHTS**

20. Nothing in this Order has the effect of prohibiting a person from requiring immediate payment for goods, services, use of leased or licensed property or other valuable consideration provided on or after the Initial Order Date, nor shall any person, other than the Interim Lender where applicable, be under any obligation on or after the Initial Order Date to advance or re-advance any monies or otherwise extend any credit to the Applicant.

#### **PROCEEDINGS AGAINST DIRECTORS AND OFFICERS**

21. During the Stay Period, and except as permitted by subsection 11.03(2) of the CCAA and paragraph 17 of this Order, no Proceeding may be commenced or continued against any of the former, current or future directors or officers of the Applicant with respect to any claim against the directors or officers that arose before the Initial Order Date and that relates to any obligations of the Applicant whereby the directors or officers are alleged under any law to be liable in their capacity as directors or officers for the payment or performance of such obligations, 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**

22. The Applicant shall indemnify its directors and officers against obligations and liabilities that they may incur as directors and or officers of the Applicant after the commencement of the within 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.
23. 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 \$50,000, as security for the indemnity provided in paragraph 22 of this Order. The Directors' Charge shall have the priority set out in paragraphs 39 and 41 herein.
24. 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 Applicant's directors and officers shall only be entitled to the benefit of the Directors' Charge to the extent that it does 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 22 of this Order.

## **APPOINTMENT OF MONITOR**

25. BDO Canada Limited is hereby appointed pursuant to the CCAA as the Monitor, an officer of this Court, to monitor the Property, Business, and financial affairs and the Applicant with the powers and obligations set out in the CCAA or set forth herein and that 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 and provide the Monitor with the assistance that is necessary to enable the Monitor to adequately carry out the Monitor's functions.

26. 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, Business and dealings with the Property;
  - (b) report to this Court at such times and intervals as the Monitor may deem appropriate with respect to matters relating to the Property, the Business, and such other matters as may be relevant to the proceedings herein and immediately report to the 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 of financial and other information to the Interim Lender and its counsel, as agreed to between the Applicant and the Interim Lender, which may be used in these proceedings, including reporting on a basis as reasonably required by the Interim Lender;
  - (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 with the Monitor and delivered to the Interim Lender on a regular basis, in accordance with the Term Sheet and as agreed to by the Interim Lender;
  - (e) advise the Applicant in its development of the Plan and any amendments to the Plan;
  - (f) assist the Applicant, to the extent required by the Applicant, with the holding and administering of creditors' or 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 Property, Business, and financial affairs of the Applicant 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 or by this Court from time to time.
27. 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, or by inadvertence in relation to the due exercise of powers or performance of duties under this Order, be deemed to have taken or maintain possession or control of the Business or Property, or any part thereof. Nothing in this Order shall require the Monitor to occupy or to take control, care, charge, possession or management of any of the Property that might be environmentally contaminated, 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 or waste or other contamination, provided however that this Order does not exempt the Monitor from any duty to report or make disclosure imposed by applicable environmental legislation or regulation. 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 federal or provincial environmental legislation.
28. The Monitor shall provide any creditor of the Applicant, including the Interim Lender, with information provided by the Applicant in response to reasonable requests for information made in writing by such creditor 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 unless otherwise directed by this Court or on such terms as the Monitor and the Applicant may agree.

29. In addition to the rights and protections afforded the Monitor under the CCAA or as an Officer of this 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.
30. The Monitor, counsel to the Monitor, and counsel to the Applicant shall be paid their reasonable fees and disbursements (including any pre-filing fees and disbursements related to these CCAA proceedings), 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 bi-weekly basis and, in addition, the Applicant is hereby authorized to pay to the Monitor, counsel to the Monitor, and counsel to the Applicant, retainers in accordance with such parties' retainer agreements, to be held by them as security for payment of their respective fees and disbursements outstanding from time to time.
31. The Monitor and its legal counsel shall pass their accounts from time to time.
32. The Monitor, counsel to the Monitor, if any, and the Applicant's counsel, as security for the professional fees and disbursements incurred both before and after the granting of this Order, 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 \$100,000 as security for their professional fees and disbursements incurred at the normal rates and charges of the Monitor and such counsel, 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 39 and 41 hereof.

## **INTERIM FINANCING**

33. The Applicant is hereby authorized and empowered to obtain and borrow under a credit facility from 5024639 Ontario Inc. (the “**Interim Lender**”) in order to finance the Applicant's working capital requirements and other general corporate purposes and capital

expenditures, provided that borrowings under such credit facility shall not exceed \$702,000 unless permitted by further order of this Court.

34. Such credit facility shall be on the terms and subject to the conditions set forth in the term sheet between the Applicant and the Interim Lender dated as of June 23, 2020, as it may be amended from time to time with the consent of the Monitor (the “**Term Sheet**”).
35. The Applicant is hereby authorized and empowered to execute and deliver such credit agreements, mortgages, charges, hypothecs, and security documents, guarantees and other definitive documents (collectively, the “**Definitive Documents**”), as are contemplated by the Term Sheet or as may be reasonably required by the Interim Lender pursuant to the terms thereof, and the Applicant is hereby authorized and directed to pay and perform all of its indebtedness, interest, fees, liabilities, and obligations to the Interim Lender under and pursuant to the Term Sheet and the Definitive Documents as and when the same become due and are to be performed, notwithstanding any other provision of this Order.
36. The Interim Lender shall be entitled to the benefits of and is hereby granted a charge (the “**Interim Lender's Charge**”) on the Property to secure all obligations under the Definitive Documents incurred on or after the date of this Order which charge shall not exceed the aggregate amount advanced on or after the date of this Order under the Definitive Documents. The Interim Lender’s Charge shall not secure any obligation existing before this the date this Order is made. The Interim Lender's Charge shall have the priority set out in paragraphs 39 and 41 hereof.
37. Notwithstanding any other provision of this Order:
  - (a) the Interim Lender may take such steps from time to time as it may deem necessary or appropriate to file, register, record or perfect the Interim Lender's Charge or any of the Definitive Documents;
  - (b) upon the occurrence of an event of default under the Definitive Documents or the Interim Lender's Charge, the Interim Lender, subject to the provisions of the Definitive Documents with respect to the giving of notice, and in accordance with the Definitive Documents, may exercise any and all of its rights and remedies



against the Applicant or the Property under or pursuant to the Term Sheet, Definitive Documents, and the Interim Lender's Charge, including without limitation, to cease making advances to the Applicant and set off and/or consolidate any amounts owing by the Interim Lender to the Applicant against the obligations of the Applicant to the Interim Lender under the Term Sheet, the Definitive Documents or the Interim Lender's Charge, to make demand, accelerate payment, and give other notices, or to apply to this Court for the appointment of a receiver, receiver and manager or interim receiver, or for a bankruptcy order against the Applicant and for the appointment of a trustee in bankruptcy of the Applicant; and

- (c) the foregoing rights and remedies of the Interim Lender shall be enforceable against any trustee in bankruptcy, interim receiver, receiver or receiver and manager of the Applicant or the Property.

- 38. The Interim Lender shall be treated as unaffected in any plan of arrangement or compromise filed by the Applicant under the CCAA, or any proposal filed by the Applicant under the *Bankruptcy and Insolvency Act* of Canada (the “**BIA**”), with respect to any advances made under the Definitive Documents.

#### **VALIDITY AND PRIORITY OF CHARGES**

- 39. The priorities of the Directors' Charge, the Administration Charge, the Sales Agent Charge (as defined in the Order of this Court dated July 21, 2020 granted in these proceedings) and the Interim Lender's Charge, as among them, shall be as follows:

First – Administration Charge (to the maximum amount of \$100,000);

Second – Directors' Charge (to the maximum amount of \$50,000);

Third – Interim Lender's Charge (to the maximum amount of \$702,000); and

Fourth - Sales Agent Charge (as defined in the Order of this Court dated July 21, 2020 granted in these proceedings).

- 40. The filing, registration or perfection of the Directors' Charge, the Administration Charge, the Interim Lender's Charge or the Sales Agent Charge (collectively, 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 such failure to file, register, record or perfect.

41. Each of the Directors' Charge, the Administration Charge, the Interim Lender's Charge (all as constituted and defined herein) and the Sales Agent Charge (as defined in the Order of this Court dated July 21, 2020 granted in these proceedings) shall constitute a charge on the Property and, subject always to section 34(11) of the CCAA, such Charges shall rank in priority to all other security interests, trusts, liens, charges and encumbrances, and claims of secured creditors, statutory or otherwise (collectively, "**Encumbrances**") in favour of any Person.
42. Except as otherwise expressly provided for herein, or as may be approved by this Court, the Applicant shall not grant any Encumbrances over any Property that 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, the Sales Agent Charge, and the Administration Charge, or further order of this Court.
43. The Directors' Charge, the Administration Charge, the Term Sheet, the Definitive Documents, the Interim Lender's Charge and the Sales Agent Charge shall not be rendered invalid or unenforceable and the rights and remedies of the chargees entitled to the benefit of the Charges (collectively, the "**Chargees**") and/or the Interim Lender thereunder shall not otherwise be limited or impaired in any way by:
  - (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 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 documents, lease, sublease, offer to lease or other agreement (collectively, an “**Agreement**”) that 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 any documents in respect thereof, including the Term Sheet or the Definitive Documents, shall create or be deemed to constitute a new 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, the Applicant entering into the Term Sheet, or the execution, delivery or performance of the Definitive Documents; and
  - (iii) the payments made by the Applicant pursuant to this Order, including pursuant to the Term Sheet or 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.

## **ALLOCATION**

44. Any interested Person may apply to this Court on notice to any other party likely to be affected for an order to allocate the Administration Charge, the Directors’ Charge, the Interim Lender’s Charge, and the Sales Agent Charge amongst the various assets comprising the Property.

## **SERVICE AND NOTICE**

45. The Monitor shall (i) without delay, publish in the *Globe and Mail* (National Edition) a notice containing the information prescribed under the CCAA; (ii) within five (5) days after the Initial Order Date (A) make this Order publicly available in the manner prescribed

under the CCAA, (B) send, in the prescribed manner, a notice to every known creditor who has a claim against either of the Applicant of more than \$1,000 and (C) prepare a list showing the names and addresses of those creditors and the estimated amounts of those claims, and make it publicly available in the prescribed manner, all in accordance with section 23(1)(a) of the CCAA and the regulations made thereunder.

46. The Monitor shall establish a case website in respect of the within proceedings at <https://www.bdo.ca/en-ca/extranets/korite/> (the "**Monitor's Website**").
47. Any person that wishes to be served with any application and other materials in these proceedings must deliver to the Applicant and the Monitor by way of ordinary mail, courier, or electronic transmission, a request to be added to the service list (the "**Service List**") to be maintained by the Monitor.
48. Any party to these proceedings may serve any court materials in these proceedings by emailing a PDF or other electronic copy of such materials to counsel's email addresses as recorded on the Service List from time to time, and the Monitor shall post a copy of all prescribed materials on the Monitor's website.
49. The Applicant and, where applicable, the Monitor are at liberty to serve this Order, any other materials and orders in these proceedings, any notices or other correspondence, by sending true copies thereof by prepaid ordinary mail, courier, personal delivery or electronic transmission to the Applicant's creditors or other interested parties at their respective addresses last shown on the records of the Applicant, or as otherwise updated on the Service List.

## **GENERAL**

50. The Applicant or the Monitor may from time to time apply to this Court for advice and directions in the discharge of their powers and duties hereunder.
51. Notwithstanding Rule 6.11 of the *Alberta Rules of Court*, unless otherwise ordered by this Court, the Monitor 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. The

Monitor's reports shall be filed by the Court Clerk notwithstanding that they do not include an original signature.

52. 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.
53. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in any foreign jurisdiction, 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 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, to grant representative status to the Monitor in any foreign proceeding, or to assist the Applicant and the Monitor and their respective agents in carrying out the terms of this Order.
54. The Applicant and the Monitor be at liberty and are 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 Monitor is authorized and empowered to act as a representative in respect of the within proceeding for the purpose of having these proceedings recognized in a jurisdiction outside Canada.
55. Any interested party (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.
56. This Order and all of its provisions are effective as of 12:01 a.m. Mountain Daylight Time on the date of this Order.

---

Justice of the Court of Queen's Bench of Alberta

