

COURT FILE NUMBER Q.B.G. No. 480 of 2019

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

JUDICIAL CENTRE SASKATOON

PLAINTIFF ROYAL BANK OF CANADA

DEFENDANTS P.S. ELECTRIC LTD. and HARVEY KING

IN THE MATTER OF THE RECEIVERSHIP OF P.S. ELECTRIC LTD.

CLAIMS PROCESS ORDER

Before the Honourable Mr. Justice N.G. Gabrielson in Chambers the 3rd day of May, 2021.

On the application of BDO Canada Limited, in its capacity as the Court-appointed receiver (the "**Receiver**") of the assets, undertakings and properties of P.S. Electric Ltd. (the "**Debtor**") pursuant to the Order of this Court made on October 13, 2020 (the "**Receivership Order**"); and upon hearing from counsel for the Receiver and upon reading the Notice of Application dated April 28, 2021, the Second Report of the Receiver dated April 27, 2021 (the "**Second Report**") and a proposed Draft Order, all filed with proof of service (collectively, the "**Application Materials**"), and the pleadings and proceedings herein:

The Court Orders:

SERVICE

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

DEFINITIONS

2. All capitalized terms used and not otherwise defined herein shall have the same meanings as defined in the Receivership Order pronounced herein on October 13, 2020, by the Honourable Mr. Justice R.W. Elson (the "**Receivership Order**").
3. For the purposes of this Order the following terms shall have the following meanings:
 - (a) "**BIA**" means the *Bankruptcy and Insolvency Act* (Canada), as amended;
 - (b) "**Business Day**" means a day, other than a Saturday, Sunday or a statutory holiday, on which banks are generally open for business in Saskatoon, Saskatchewan;
 - (c) "**Calendar Day**" means a day, including a Saturday, Sunday and any statutory holidays;
 - (d) "**Case Website**" means the website referenced in paragraph 35 of the Receivership Order and as defined in the Electronic Case Information and Service Protocol attached as Schedule "C" thereto (namely, <<https://www.bdo.ca/en-ca/extranets/p-s-electric/>>);
 - (e) "**Claim**" shall exclude an Excluded Claim (as defined herein) but shall include any other right or claim of any Person (as defined herein) against the Debtor, whether or not asserted, in connection with any indebtedness, liability, or obligation of any kind of the Debtor owed to such Person, and any interest accrued thereon or costs payable in respect thereon,

including any indebtedness, liability or obligation owed to such Person as a result of any breach of duty (including, without limitation, any legal, statutory, equitable or fiduciary duty), any right of ownership of or title to property or assets or to a trust or deemed trust against any Property, whether or not such right or claim is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, perfected, unperfected, present, future, known or unknown, by guarantee, surety or otherwise, and whether or not such right is executory or anticipatory in nature, including the right or ability of any Person to advance a claim for contribution or indemnity or otherwise with respect to any matter, action, cause or chose in action, whether existing at present or commenced in the future, which indebtedness, liability or obligation is based in whole or in part on facts which existed prior to the Date of Receivership, and any right or claim of any Person against the Debtor in connection with indebtedness, liability or obligation of any kind whatsoever owed by the Debtor to such Person arising out of the restructuring, disclaimer, resiliation, termination or breach on or after the Date of Receivership of any contract, lease or other agreement, whether written or oral, and whether such restructuring, disclaimer, resiliation, termination or breach took place or takes place before or after the Date of Receivership;

- (f) “**Claim Amount Notice**” means the Claim Amount Notice referred to herein to form part of the Claims Package where applicable, substantially in the form attached hereto as Schedule “B”;
- (g) “**Claimant**” means a Person asserting a Claim in accordance with the Claims Process contained in this Order;
- (h) “**Claims Bar Date**” means 4:00 p.m. Saskatchewan time on July 3, 2021;
- (i) “**Claims Package**” means the materials to be provided by the Receiver, which materials shall include the Notice to Creditor, the Claim Amount Notice (if applicable), blank Proof of Claim Form with a Proof of Claim instruction letter, the List of Claims and such other materials as the Receiver or Debtor may consider appropriate or desirable;
- (j) “**Claims Process**” means the procedures outlined in this Order in connection with the assertion of a Claim against the Debtor;
- (k) “**Court**” means the Court of Queen’s Bench for Saskatchewan;
- (l) “**Creditor**” means any Person having a Claim including a trustee, executor, liquidator, receiver, receiver and manager or other person acting on behalf of or through such Person;
- (m) “**Date of Receivership**” means the date upon which the Receivership Order was granted;
- (n) “**Excluded Claim**” means the reasonable fees and expenses incurred by the Receiver and its counsel in regard to the Receivership Proceedings;
- (o) “**List of Claims**” means the list of Claims and Creditors prepared by the Debtor and approved by the Receiver, including all known Claims and Creditors and the amounts of each Claim or, where the amount of the Claim is unknown, a notation that the amount is “unknown”;
- (p) “**Notice to Creditor**” means the notice to be sent by the Debtor to its Creditors, or to be published, as described herein, substantially in the form attached as Schedule “A” hereto;

- (q) **"Person"** means any individual, firm, corporation, limited or unlimited liability company, general or limited partnership, association, trust, unincorporated organization, joint venture, government or any agency or instrumentality thereof or any other entity;
- (r) **"Proof of Claim"** means the Proof of Claim referred to herein to be attached to the Claim Amount Notice and filed by certain Creditors substantially in the form attached as Schedule "C" hereto;
- (s) **"PPSA"** means *The Personal Property Security Act, 1993*, SS 1993, c P-6.2;
- (t) **"Receivership Proceedings"** means the receivership proceedings respecting the Debtor before the Court;

CLAIMS PROCESS

- 4. The Claims Process is hereby approved.

NOTICE OF CLAIMS PACKAGE

- 5. Within ten (10) Business Days of the date of this Order, the Receiver shall send the Claims Package to each Creditor with a Claim as evidenced by the books and records of the Debtor as of the Date of Receivership.
- 6. The Proof of Claim to be delivered to each such Creditor as part of the Claims Package shall provide general information and instructions in respect of the filing of Claims.
- 7. The Receiver shall cause the Notice to Creditor to be advertised in the *Regina Leader-Post* and the *Estevan Mercury* newspapers within ten (10) Business Days of the date of this Order.
- 8. The Receiver shall cause the Claims Package and a copy of this Order to be posted on the Case Website within ten (10) Business Days of the date of this Order.
- 9. To the extent that any Creditor requests documents relating to the Claims Process prior to the Claims Bar Date or if the Debtor or the Receiver becomes aware of any further Claims, the Receiver shall forthwith direct the Creditor to the Claims Package posted on the Case Website or otherwise respond to the request for the Claims Package as may be appropriate in the circumstances.
- 10. The forms of Notice to Creditor, Claim Amount Notice, and Proof of Claim attached hereto as Schedules "A" to "C", respectively, are hereby approved. Despite the foregoing, the Receiver may, from time to time, make non-substantive changes to these forms as the Receiver considers necessary or desirable.
- 11. The sending to the Creditors and publication of the Claims Package in accordance with this Order, and completion of the other requirements of this Order, shall constitute good and sufficient service and delivery of notice of this Order and the Claims Bar Date on all Persons who may be entitled to receive notice and who may wish to assert a Claim, and no other notice or service need be given or made and no other document or materials need be sent to or served upon any Person in respect of this Order.
- 12. The delivery of a Claims Package by the Receiver to a Person shall not constitute an admission by the Debtor or the Receiver of any liability.

FILING PROOFS OF CLAIM

13. Any Person with a Claim must deliver a Proof of Claim to the Receiver on or before the Claims Bar Date or such later date as the Receiver may agree in writing or the Court may otherwise direct. Any Person with a Claim who fails to deliver a Proof of Claim to the Receiver shall:
 - (a) not be entitled to receive further notice with respect to the Claims Process or the Receivership Proceedings; and
 - (b) not be permitted to participate in any distribution in the Receivership Proceedings on account of such Claim(s).
14. A Proof of Claim must be filed in respect of every Claim, regardless of whether or not a legal proceeding in respect of a Claim has been previously commenced.
15. Each Person shall include any and all Claims in a single Proof of Claim.

DEEMED ACCEPTANCE OF CLAIMS

16. Notwithstanding anything else in this Order, the Receiver may provide a Claim Amount Notice to a Creditor setting out the amount of any Claim that Creditor has against the Debtor according to the books and records of the Debtor. If a Creditor wishes to object to the amount listed on the Claim Amount Notice in respect of its Claim, the Creditor must, on or before the Claims Bar Date, deliver a Proof of Claim to the Receiver. If a Creditor does not deliver a Proof of Claim in respect of a Claim included in a Claim Amount Notice, the amount of that Creditor's Claim as set out in the Claim Amount Notice the Creditor shall be deemed to have accepted the Claim, without any further act of any such Creditor.
17. The Receiver may revise the amount of a Claim to correct any error, defect or omission in a Claim Amount Notice. If the Receiver revises the amount of a Claim, then it shall send a revised Claim Amount Notice to the affected Creditor.

SERVICE AND NOTICE

18. The Receiver may, unless otherwise specified by this Order, serve and deliver the Claims Package, any letters, notices or other documents to Creditors or any other interested Person by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery, facsimile transmission or email to such Persons at the physical or electronic address, as applicable, last shown on the books and records of the Debtor and/or the Receiver, or set out in such Claimant's Proof of Claim. Any such service and delivery shall be deemed to have been received: (i) if sent by ordinary mail, the fifth Business Day after mailing; (ii) if sent by courier or personal delivery, on the next Business Day following dispatch; and (iii) if delivered by facsimile transmission or by email by 4:00 p.m. on a Business Day, on such Business Day and if delivered after 4:00 p.m. or other than on a Business Day, on the following Business Day.
19. Any notice or communication required to be provided or delivered by a Creditor or Claimant to the Receiver under this Order shall be in writing in substantially the form, if any, provided for in this Order and will be sufficiently given only if delivered by prepaid registered mail, courier, personal delivery, facsimile transmission or email addressed to:

BDO Canada Limited
25 Main Street West, Suite 805
Hamilton, ON L8P 1H1
Attention: Darren Griffiths
Email: dgriffiths@bdo.ca

20. Any such notice or communication delivered by a Creditor shall be deemed to be received upon actual receipt thereof by the Receiver during normal business hours on a Business Day or if delivered outside of normal business hours, the next Business Day.
21. If during any period during which notices or other communications are being given pursuant to this Order a postal strike or postal work stoppage of general application should occur, such notices or other communications sent by ordinary mail and then not received shall not, absent further Order of this Court, be effective and notices and other communications given hereunder during the course of any such postal strike or work stoppage of general application shall only be effective if given by courier, personal delivery, facsimile transmission or email in accordance with this Order.
22. In the event this Order is later amended by further Order of this Court, the Receiver may post such further Order on the Case Website and such posting shall constitute adequate notice to creditors of such amended Claims Process.

PROTECTIONS FOR RECEIVER

23. In carrying out the terms of this Order, the Receiver shall have all of the protections given to it by the BIA, the PPSA, the Receivership Order and as an officer of this Court, including the stay of proceedings in its favour.
24. The Receiver shall incur no liability or obligation as a result of the carrying out of the provisions of this Order.
25. The Receiver shall be entitled to rely on the books and records of the Debtor, and any information provided by the Debtor, all without independent investigation. The Receiver shall not be liable for any claims or damages resulting from any errors or omissions in such books, records or information.

GENERAL PROVISIONS

26. The Debtor and its employees, agents and representatives and any other Person given notice of this Order shall fully cooperate with the Receiver in the exercise of its powers and the discharge of its duties and obligations under this Order.
27. Nothing in this Order shall prejudice the rights and remedies of any Person under any applicable insurance policy or prevent or bar any Person from seeking recourse against or payment from the Debtor's insurance; provided, however, that nothing in this Order shall create any rights in favour of such Person under any policies of insurance nor shall anything in this Order limit, remove, modify or alter any defence to such Claim available to the insurer pursuant to the provisions of any insurance policy or at law; and further provided that any Claim or portion thereof for which the Person receives payment directly from, or confirmation that the Person is covered by, the Debtor's insurance shall not be recoverable as against the Debtor.
28. The Receiver is hereby authorized to use reasonable discretion as to the adequacy of compliance with respect to the manner in which any forms delivered hereunder are completed and executed and the time in which they are submitted, and may, where they are satisfied that a Claim has been adequately proven, waive strict compliance with the requirements of this Order, including in respect of the completion, execution and time of delivery of such forms, and may request any further documentation from a Claimant that the Debtor or the Receiver may require in order to enable them to determine the validity of a Claim.
29. All references as to time herein shall mean local time in Saskatoon, Saskatchewan, Canada ("**Saskatchewan Time**"), and any reference to an event occurring on a Business Day shall mean prior to 4:00pm on such Business Day unless otherwise indicated herein.

30. Any interested Person (including the Debtor and the Receiver) 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.
31. Nothing in this Order shall derogate from the rights conferred and obligations imposed by the BIA or the PPSA.
32. This Order and all of its provisions are effective as of 12:01 a.m. Saskatchewan Time on the date of the issuance of this Order.

ISSUED at the City of Saskatoon, in the Province of Saskatchewan, this 3rd day of May, 2021.


DEPUTY LOCAL REGISTRAR

CONTACT INFORMATION AND ADDRESS FOR SERVICE

Name of firm:	MLT Aikins LLP
Name of lawyer in charge of file:	Paul Olfert
Address of legal firms:	1201 – 409 3rd Avenue South, Saskatoon, SK S7K 5T6
Telephone number:	(306) 975-7100
Fax number:	(306) 975-7145
E-mail address:	POlfert@mltaikins.com
File No:	63921.8

SCHEDULE "A"

(NOTICE TO CREDITOR)

NOTICE TO CREDITOR

[Date]

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

RE: IN THE MATTER OF A CLAIMS PROCESS ORDER RESPECTING P.S. ELECTRIC LTD.

On October 13, 2020, P.S. Electric Ltd. (the "**Debtor**") was placed into receivership by an Order of the Court of Queen's Bench for Saskatchewan. BDO Canada Limited (the "**Receiver**") has been appointed as Receiver.

The Court of Queen's Bench for Saskatchewan has ordered that a Claims Process be initiated in order that all claims against the Debtor can be quantified.

Only a creditor who establishes their claim against the Debtor in accordance with the Claims Process will be entitled to receive a distribution on account of such claim against the Debtor.

The Order establishing the Claims Process granted by the Honourable _____ Justice _____ on ◆, 2021, as well as all relevant instructions and documents related to the Claims Process, including the Claim Amount Notice, List of Claims and Proof of Claim form, can be obtained from the Receiver's webpage located at <<https://www.bdo.ca/en-ca/extranets/p-s-electric/>> or by contacting the Receiver at the following:

BDO Canada Limited
25 Main Street West, Suite 805
Hamilton, ON L8P 1H1
Attention: Darren Griffiths
Email: dgriffiths@bdo.ca

The deadline for a creditor to submit a Proof of Claim, if required under the Claim Procedure, in respect of any claim it has, or believes it has, against the Debtor is 4:00 p.m. Saskatchewan time on July 3, 2021, (the "**Claims Bar Date**").

Yours truly,

SCHEDULE "B"

(CLAIM AMOUNT NOTICE)

COURT FILE NUMBER Q.B.G. No. 480 of 2019

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

JUDICIAL CENTRE SASKATOON

PLAINTIFF ROYAL BANK OF CANADA

DEFENDANTS P.S. ELECTRIC LTD. and HARVEY KING

IN THE MATTER OF THE RECEIVERSHIP OF P.S. ELECTRIC LTD.

CLAIM AMOUNT NOTICE

Full Legal Name of Creditor: _____

Pursuant to the Order of the Honourable _____ Justice _____, pronounced in the above noted proceedings on ♦, 2021, and as may be amended, restated or supplemented from time to time (the "**Claims Process Order**"), BDO Canada Limited in its capacity as Receiver of P.S. Electric Ltd. (the "**Debtor**"), hereby gives you notice that the Debtor, in consultation with the Receiver, has determined your Claim as follows:

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

If you do not agree with this Claim Amount Notice, please take note of the following:

If you intend to dispute this Claim Amount Notice, you must deliver a Proof of Claim in the form attached hereto, by prepaid registered mail, personal delivery, email (in PDF format), courier or facsimile transmission to the address listed below so that such Proof of Claim is received by the Receiver by 4:00 p.m. Saskatchewan time on July 3, 2021, being the Claims Bar Date, or such other date as provided in the Claims Process Order or as may be agreed by the Receiver. The form of Proof of Claim is attached to this Notice.

The address to send the Proof of Claim to is:

BDO Canada Limited
25 Main Street West, Suite 805
Hamilton, ON L8P 1H1
Attention: Darren Griffiths
Email: dgriffiths@bdo.ca

If you do not deliver a Proof of Claim by the time specified, the nature and amount of your Claim, if any, shall be as set out in this Claim Amount Notice for voting and/or distribution purposes.

If you fail to take action before the Claims Bar Date, this Claim Amount Notice will be binding upon you.

DATED this _____ day of _____, 2021.

BDO CANADA LIMITED

In its capacity as Court-appointed Receiver of the Debtor

Per: _____

Name: _____

Title: _____

SCHEDULE "C"
(PROOF OF CLAIM)

COURT FILE NUMBER **Q.B.G. No. 480 of 2019**

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

JUDICIAL CENTRE **SASKATOON**

PLAINTIFF **ROYAL BANK OF CANADA**

DEFENDANTS **P.S. ELECTRIC LTD. and HARVEY KING**

IN THE MATTER OF THE RECEIVERSHIP OF P.S. ELECTRIC LTD.

PROOF OF CLAIM

Full Name of Creditor: _____
(the "**Creditor**")

Full Mailing Address of Creditor: _____
(All notices and correspondence regarding your Claim will be forwarded to this address) _____

Fax No. _____

Telephone No. _____

Email: _____

Attention: _____

CERTIFICATION AS TO CLAIM

I do hereby certify that (*please see notes below for further instructions*):

1. I am a creditor, or representative of a creditor, of P.S. Electric Ltd. (the "**Debtor**").
2. I have knowledge of all of the circumstances connected with the claim referred to in this form.
3. As of this date, the Debtor was, and still is, indebted to the Creditor in the amount of CAD\$ _____ including contract interest and charges (the "**Claim**").
4. A description of the basis on which the Claim arose is as follows:

5. I attach the following documents which support the Claim and any claim for contract interest or other charges:

(a)

(b)

(c)

DATED THIS _____ DAY OF _____, 2021.

Signature:

(Please Print Name)

Instructions for Completion of Proof of Claim:

- Ensure that you complete the full name and delivery address, including fax number and/or email address, of the creditor making the claim.
- The Proof of Claim is incomplete unless you include a statement and description of the Claim and attach all supporting documents including statements of accounts and/or invoices in support (item 5). The supporting documents must show the date, number and value of all invoices or charges, and must conform to the amount of the Claim as set out in item 4.
- The Proof of Claim is incomplete unless it is signed and dated by you.
- The signed and completed Proof of Claim, together with all supporting documents, must be returned to the Receiver, BDO Canada Limited (the “**Receiver**”), at the following address on or before 4:00 p.m. Saskatchewan time on July 3, 2021:

BDO Canada Limited
25 Main Street West, Suite 805
Hamilton, ON L8P 1H1
Attention: Darren Griffiths
Email: dgriffiths@bdo.ca

- **Please contact the Receiver at the address and email set out above if you have any questions about completing your Proof of Claim. Unless your Claim appears in a Claim Amount Notice provided with this Proof of Claim, any failure to properly complete or return your Proof of Claim to the Receiver at the above address by 4:00 p.m. Saskatchewan time on July 3, 2021 will prevent you from participating in any distribution in the receivership proceedings on account of your Claim.**