

**DUPLICATE
ORIGINAL**

Q.B. No. 1331 of 2012

IN THE COURT OF QUEEN'S BENCH OF SASKATCHEWAN
JUDICIAL CENTRE OF SASKATOON

BETWEEN:

BANK OF MONTREAL

Plaintiff
(Applicant)

- and -

SHANE SCOTT and MICHELLE SCOTT

Defendants
(Respondents)

ORDER

BEFORE THE HONOURABLE)	ON TUESDAY THE 9th
MADAM JUSTICE A.R. ROTHERY)	DAY OF OCTOBER, 2012
IN CHAMBERS)	

UPON the application of Bank of Montreal in respect of Shane Scott and Michelle Scott (the "**Debtors**"); AND UPON having read the Notice of Motion, the Affidavit of Rick Donald, the Affidavit of Adrienne Waller, and the Draft Order; AND UPON reading the consent of PricewaterhouseCoopers Inc. to act as Interim Receiver (the "**Interim Receiver**") of the Debtors, all filed; AND UPON hearing counsel for Bank of Montreal, the Proposed Interim Receiver and National Leasing Group Inc.; IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

1. The time for service of the Notice of Motion and the materials filed in support thereof (collectively, the "**Application Materials**"), shall be and is hereby abridged and service thereof shall be and is hereby deemed good, valid, timely and sufficient.

APPOINTMENT

2. Pursuant to s. 47(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 ("**BIA**"), and s. 65(1) of *The Queen's Bench Act, 1998*, S.S. 1998, c. Q-1.01 (the "**QB Act**") and section 64(8) of *The Personal Property Security Act, 1993*, S.S. 1993, c. P-6.2 (the "**PPSA**") PricewaterhouseCoopers Inc. shall be and is hereby appointed Interim Receiver, without security, of all of assets, undertakings and properties of the Debtors acquired for, or used in relation to the business carried on by the Debtors, including all proceeds thereof (the "**Property**"), provided that the Property shall exclude any asset that would comprise an "implement" as defined in *The Saskatchewan Farm Security Act*, S.S., c. S-17.1 ("**Implements**"). The Property shall include the lessee's interest in any leases of lands to which the Debtors, or either of them, are lessees.

- 2A. To the extent (if any), that the Property includes any asset that would comprise an "implement" ("**Implements**"), as defined in *The Saskatchewan Farm Security Act*, S.S., c. S-17.1 (the "**SFSA**"):
- (a) the Interim Receiver shall be permitted to utilize any such Implements (in the ordinary manner in which such Implements are intended to be used) for the purposes of carrying out its mandate under this Order; and
 - (b) this Order shall not be interpreted in such a manner as to construe the Interim Receiver's execution or enforcement of this Order as a seizure of such Implements or as a breach of the SFSA.
- 2B. In regard to any of the items which are the subject of the Orders of the Honourable Mr. Justice T.J. Keene in the Judicial Centre of Swift Current, in proceedings between Shane Scott (Applicant) and National Leasing Group Inc. ("NLGI") (Respondent) in Q.B. Nos. 32, 33, 34, 35 and 36 of 2012 (the "NLGI Items"):
- (a) the Interim Receiver shall, on or before October 12, 2012, provide written notice to NLGI as to which (if any) of the NLGI Items the Interim Receiver proposes to use in carrying out its duties under this Order; and
 - (b) for any of the NLGI Items that the Interim Receiver proposes to use, the Interim Receiver shall pay to NLGI an amount to be agreed upon between the Interim Receiver and NLGI.

RECEIVER'S POWERS

3. The Interim Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property, and, without in any way limiting the generality of the foregoing, the Interim Receiver is hereby expressly empowered and authorized to do any of the following where the Interim Receiver considers it necessary or desirable:
- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
 - (b) to receive, preserve, protect and maintain control of the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
 - (c) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Interim Receiver's powers and duties including, without limitation, those conferred by this Order;
 - (d) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor and to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor;
 - (e) to report to, meet with and discuss with such affected Persons (as defined below) as the Interim Receiver deems appropriate all matters relating to the Property

and the receivership, and to share information, subject to such terms as to confidentiality as the Interim Receiver deems advisable;

- (f) to apply for any permits, licenses, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Interim Receiver, in the name of the Debtors;
- (g) to the extent deemed necessary or appropriate by the Interim Receiver, in its sole discretion, to take steps to ensure the feeding and care of any livestock comprised within the Property or in the possession of the Debtors;
- (h) to enter on the lands listed in Schedule "C" to this Order, or on any other real property in respect of which the Interim Receiver determines or has reason to believe that any Livestock (as hereinafter defined) are located, in order to determine whether any of the Property is present, and to take possession of any Property located on such lands;
- (i) to ascertain and supervise the status and location of, and if deemed necessary or appropriate by the Interim Receiver, to take steps to preserve all Implements of the Debtors;
- (j) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations; and
- (k) to conduct (and to provide to the Court, the Plaintiff and the Defendants) a detailed inventory of the cattle and other livestock in the possession or control of the Debtors (collectively "**Livestock**"), including both:
 - (i) Livestock owned by the Debtors; and
 - (ii) Livestock not owned by the Debtors but which are held in the possession or control of the Debtors pursuant to lease arrangements, financing arrangements or bailment agreements;

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

- 3A. Except to the extent to which this Order provides otherwise (whether expressly or by necessary inference), the Debtors shall continue to have full authority to manage, operate and carry on their business in the ordinary course.
- 3B. Until further Order of this Court, the Debtors shall not (without first obtaining the written permission of the Interim Receiver to do so) sell, transfer, convey, lease, encumber, part with possession of, or otherwise alienate their respective interests in, the Property and Implements.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE INTERIM RECEIVER

4. (i) The Debtors (ii) all of their current and former employees, agents, accountants, and legal counsel, and all other persons acting on its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "**Persons**" and each being a "**Person**") shall forthwith advise the Interim Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Interim Receiver, and shall deliver all such Property (excluding Property subject to liens the validity of which is dependent on maintaining possession) to the Interim Receiver upon the Interim Receiver's request.
5. All Persons shall forthwith advise the Interim Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtors, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "**Records**") in that Person's possession or control, and shall provide to the Interim Receiver or permit the Interim Receiver to make, retain and take away copies thereof and grant to the Interim Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Interim Receiver due to the privilege attaching to solicitor-client communication or documents prepared in contemplation of litigation or due to statutory provisions prohibiting such disclosure.
6. If any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Interim Receiver for the purpose of allowing the Interim Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Interim Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Interim Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Interim Receiver with all such assistance in gaining immediate access to the information in the Records as the Interim Receiver may in its discretion require including providing the Interim Receiver with instructions on the use of any computer or other system and providing the Interim Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

NO PROCEEDINGS AGAINST THE INTERIM RECEIVER

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

NO PROCEEDINGS AGAINST THE DEBTORS OR THE PROPERTY

8. No Proceeding against or in respect of the Debtors or the Property shall be commenced or continued except with the written consent of the Interim Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the

Debtors or the Property are hereby stayed and suspended pending further Order of this Court, provided, however, that nothing in this Order shall prevent any Person from commencing a proceeding regarding a claim that might otherwise become barred by statute or an existing agreement, if such proceeding is not commenced before the expiration of the stay provided by this paragraph 8.

NO EXERCISE OF RIGHTS OR REMEDIES

9. All rights and remedies (including, without limitation, set-off rights) against the Debtors, the Interim Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Interim Receiver or leave of this Court, provided however that nothing in this paragraph shall (i) empower the Interim Receiver or the Debtors to carry on any business which the Debtors is not lawfully entitled to carry on, (ii) exempt the Interim Receiver or the Debtors from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a mortgage, floating charge, or security interest, or (iv) prevent the registration or filing of a lien or claim for lien or the commencement of a Proceeding to protect a lien or other rights that might otherwise be barred or extinguished by the effluxion of time, provided that no further steps shall be taken in respect of such lien, claim for lien or Proceeding except for service of the initiating documentation on the Debtors and the Interim Receiver.

NO INTERFERENCE WITH THE INTERIM RECEIVER

10. No Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, license or permit in favour of or held by the Debtors, without written consent of the Interim Receiver or leave of this Court.
- 10A. In order to give effect to this Order, any person who is hereby ordered not to do something shall not do it personally, through others acting on his or her behalf, or on his or her instructions, or with his or her encouragement or acquiescence, or in any other way.

CONTINUATION OF SERVICES

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

RECEIVER TO HOLD FUNDS

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

EMPLOYEES

13. Subject to the employees' rights to terminate their employment, all employees of the Debtors shall remain the employees of the Debtors. The Interim Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Interim Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) and 81.6(3) of the BIA or the *Wage Earner Protection Program Act*.

LIMITATION ON ENVIRONMENTAL LIABILITIES

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

- (ii) during the period of a stay of the order granted, on application made within the time specified in the order referred to in clause (i) above, within ten (10) days after the order is made or within ten (10) days after the appointment of the Interim Receiver, if the order is in effect when the Interim Receiver is appointed, by,
 - (A) the court or body having jurisdiction under the law pursuant to which the order was made to enable the Interim Receiver to contest the order; or
 - (B) the court having jurisdiction in bankruptcy for the purposes of assessing the economic viability of complying with the order; or
- (iii) if the Interim Receiver had, before the order was made, abandoned or renounced or been divested of any interest in any real property affected by the condition or damage.

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

INTERIM RECEIVER'S ACCOUNTS

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

FUNDING OF THE INTERIM RECEIVERSHIP

- 18. The Interim Receiver shall be at liberty and is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$100,000.00 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Interim Receiver by this Order, including expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "**Interim Receiver's Borrowings Charge**") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in

favour of any Person, but subordinate in priority to the Interim Receiver's Charge, and the charges set out in sections 14.06(7), 81.4(4) and 81.6(2) of the BIA.

19. Neither the Interim Receiver's Borrowings Charge nor any other security granted by the Interim Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.
20. The Interim Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "A" hereto (the "**Interim Receiver's Certificates**") for any amount borrowed by it pursuant to this Order.
21. The monies from time to time borrowed by the Interim Receiver pursuant to this Order or any further order of this Court and any and all Interim Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Interim Receiver's Certificates.

ALLOCATION

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

GENERAL

23. The Interim Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.
24. Nothing in this Order shall prevent the Interim Receiver from acting as receiver, receiver/manager or trustee in bankruptcy of the Debtors, or either of them.
25. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Interim Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Interim Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Interim Receiver and its agents in carrying out the terms of this Order.
26. The Interim Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Interim Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.
27. The Applicant shall have its costs of this motion, up to and including entry and service of this Order, provided for by the terms of the Applicant's security or, if not so provided by the Applicant's security, then on a substantial indemnity basis to be paid by the Interim Receiver from the Debtors' estates with such priority and at such time as this Court may determine.

28. Any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Interim Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.
- 29A. The Interim Receiver shall report to the Court from time to time, which reporting may (in the sole discretion of the Receiver) be in the form of written reports to the Court by the Interim Receiver and need not be in the form of affidavits.

FURTHER SERVICE

29. The Applicant shall, within ten (10) days of the date of this Order, cause a true copy of this Order to be served by prepaid ordinary mail on all persons to whom the Interim Receiver is required to send notice pursuant to s. 245(1) of the *BIA*, and any such service shall be deemed to be received on the seventh day after mailing.
30. A true copy of the Order served pursuant to paragraph 29 above shall be accompanied by a cover letter in the form attached as Schedule "B" to this Order.
31. Every person who is served with a copy of the Order pursuant to paragraph 29, and who requires notice in respect of all further proceedings in this matter, shall provide to counsel for each of the Interim Receiver and the Applicant a demand for notice of such proceedings, which demand for notice shall be in the form and sent in the manner provided in the attached Schedule "B" to this Order (the "**Demand for Notice**") and shall contain an electronic mail address or a facsimile number to which such further notice of these proceedings shall be sent. The failure of any person to provide the Demand for Notice hereby releases the Interim Receiver and the Applicant from any requirement to provide further notice in respect of these proceedings to any such person until such time as a properly completed Demand for Notice is received by each of the Interim Receiver and the Applicant from such person.

ISSUED at the City of Saskatoon, in the Province of Saskatchewan, this 9th day of October, 2012.


DEPUTY LOCAL REGISTRAR

This was delivered by:

MILLER THOMSON LLP
123-2nd Avenue South, Suite 600
Saskatoon, SK S7K 7E6
Lawyer in charge of file: David G. Gerecke
Telephone Number: 306.667.5615
Facsimile: 306.652.1586

TO: Local Registrar, Judicial Centre of Saskatoon

TO: Those persons listed on the Service List dated October 9, 2012, filed with the Court on October 9, 2012

SCHEDULE "A"

INTERIM RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that PricewaterhouseCoopers Inc., the interim receiver (the "Interim Receiver") of the assets, undertakings and properties of Shane Scott and Michelle Scott (the "Debtors") acquired for, or used in relation to the Debtors' business, including all proceeds thereof (the "Property") appointed by Order of the Court of Queen's Bench of Saskatchewan (the "Court") issued the ____ day of September, 2012 (the "Order") made in action _____, has received as such Interim Receiver from the holder of this certificate (the "Lender") the principal sum of \$_____, being part of the total principal sum of \$_____ which the Interim Receiver is authorized to borrow under and pursuant to the Order.
2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily] [monthly not in advance on the ____ day of each month] after the date hereof at a notional rate per annum equal to the rate of ____ per cent above the prime commercial lending rate of Bank of _____ from time to time.
3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Interim Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property (as defined in the Order), in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the Bankruptcy and Insolvency Act (Canada) and the right of the Interim Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.
4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at *.
5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Interim Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.
6. The charge securing this certificate shall operate so as to permit the Interim Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.

7. The Interim Receiver does not undertake any personal liability to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the _____ day of _____, 20__.

PricewaterhouseCoopers Inc., solely in its capacity as Interim Receiver of the Property, and not in its personal capacity

Per: _____

Name:

Title:

SCHEDULE "B"

COVER LETTER OF DEMAND FOR NOTICE

[Date]

[Address]

[Address]

[Address]

Attention:

**RE: IN THE MATTER OF THE INTERIM RECEIVERSHIP OF SHANE SCOTT AND
MICHELLE SCOTT**

An Interim Receiver has been appointed by Order of the Court of Queen's Bench for Saskatchewan over the property, assets and undertaking of Shane Scott and Michelle Scott. Enclosed is a copy of the Court Order appointing PricewaterhouseCoopers Inc. as Interim Receiver.

You are being provided with a copy of the Order because you are a creditor of Shane Scott and/or Michelle Scott.

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

1. Bank of Montreal
c/o Miller Thomson LLP
600 – 123 2nd Avenue South
Attention: David Gerecke
Email: dgerecke@millerthomson.com
Fax: 306-652-1586
2. PricewaterhouseCoopers Inc.
111-5th Avenue SW, Suite 3100, Calgary AB T2P 5L3
Attention: Donald J. Roberts
Email: don.roberts@ca.pwc.com
Fax: 403-781-1825

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

Yours truly,

DEMAND FOR NOTICE

TO:

1. Bank of Montreal
c/o Miller Thomson LLP
600 – 123 2nd Avenue South
Attention: David Gerecke
Email: dgerecke@millerthomson.com
Fax: 306-652-1586

2. PricewaterhouseCoopers Inc.
111-5th Avenue SW, Suite 3100, Calgary AB T2P 5L3
Attention: Donald J. Roberts
Email: don.roberts@ca.pwc.com
Fax: 403-781-1825

Re: In the Matter of the Interim Receivership of Shane Scott and Michelle Scott

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

- (a) by email, at the following email address:
_____, or

- (b) by facsimile, at the following facsimile number:
_____.

Signature: _____

Name of Creditor: _____

Address of Creditor: _____

Phone Number: _____

SCHEDULE "C"

SPECIFIED LANDS ON WHICH THE INTERIM RECEIVER MAY ENTER

Registered in the name of 101168777 Saskatchewan Ltd.

SE 16-12-21 W3rd
SW 15-12-21 W3rd
SE 15-12-21 W3rd
SE 09-12-21 W3rd
SW 10-12-21 W3rd
SE 10-12-21 W3rd
NW 03-12-21 W3rd
NE 03-12-21 W3rd
SW 03-12-21 W3rd
SE 03-12-21 W3rd
SW 02-12-21 W3rd
SE 02-12-21 W3rd
NW 34-11-21 W3rd
NE 34-11-21 W3rd
NW 35-11-21 W3rd
SEC 16-10-21 W3rd
SEC 17-10-21 W3rd
SEC 20-10-21 W3rd
SEC 21-10-21 W3rd
E1/2 05-10-22 W3rd
NE 29-11-21 W3rd
SE 29-11-21 W3rd
NE 19-10-22 W3rd
NW 19-10-22 W3rd
SE 19-10-22 W3rd
SW 19-10-22 W3rd
NE 30-10-22 W3rd
SE 30-10-22 W3rd
SE 15-10-22 W3rd
SE 05-10-22 W3rd
SW 11-10-22 W3rd
NW 28-09-22 W3rd
NE 03-12-27 W3rd
NW 03-12-27 W3rd
SW 03-12-27 W3rd
NW 22-12-27 W3rd
NE 22-12-27 W3rd

Registered in the name of Patrick Wagner

SE and SW 08-10-22 W3rd

Registered in the names of Sheldon Guckert and Belinda Guckert

NE and NW 08-10-21 W3rd
NW 9-10-21 W3rd