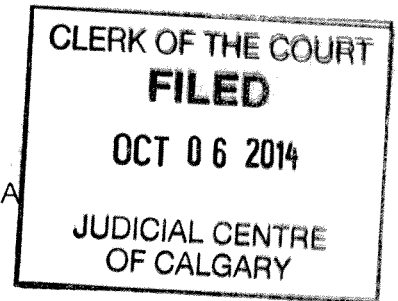


COURT FILE NUMBER 1201-10693
COURT COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE CALGARY



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

AND IN THE MATTER OF HARVEST GROUP GP
CORPORATION AND 1610822 ALBERTA LTD.

DOCUMENT

**ORDER APPROVING DISTRIBUTION AND
DISCHARGING RECEIVER**

ADDRESS FOR
SERVICE AND
CONTACT
INFORMATION OF
PARTY FILING THIS
DOCUMENT

McCARTHY TÉTRAULT LLP
Barristers & Solicitors
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Calgary, AB T2P 4K9
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Email: scollins@mccarthy.ca / wmacleod@mccarthy.ca

I hereby certify this to be a true copy of
the original ORDER

Dated this 6 day of October, 2014

for Clerk of the Court

DATE ON WHICH ORDER WAS PRONOUNCED: October 3, 2014
JUDICIAL DISTRICT WHERE ORDER WAS PRONOUNCED: Calgary, Alberta
NAME OF JUDGE WHO MADE THIS ORDER: Justice K. D. Yamauchi

ORDER

UPON the application of Ernst & Young Inc. (the "**Receiver**"), in its capacity as receiver and manager of the current and future assets, undertakings, and properties (collectively, the "**Property**") of Harvest Group GP Corporation ("**Harvest GP**"), Harvest Group Limited Partnership ("**Harvest LP**"), 1610822 Alberta Ltd. ("**161 Alberta**") and Cimarron Development Limited Partnership ("**Cimarron**", Cimarron, 161 Alberta, Harvest LP and Harvest GP are collectively referred to as, the "**Applicants**") pursuant to the Order issued by the Honourable Justice G.C. Hawco on September 30, 2013 (the "**Receivership Order**") AND UPON reading the first report of the Receiver, dated September 24, 2014 (the "**First Receiver's Report**"); AND UPON reading the Affidavit of Service of Nancy Chow, sworn September 29, 2014 (the "**Affidavit of Service**"); AND UPON hearing from counsel for the Receiver and counsel for any other persons present;

IT IS HEREBY ORDERED AND DECLARED THAT:

1. The time for service of the Application and the First Receiver's Report is abridged, the Application is properly returnable today, service of the Application and the First Receiver's Report on the Service List, in the manner described in the Affidavit of Service, is good and sufficient and no other persons are entitled to service of the First Receiver's Report or the Application.

2. The Receiver's Final Statement of Receipts and Disbursements, as outlined in paragraph 19 of the First Receiver's Report, be and is hereby approved.

3. The interim and final accounts of the Receiver and its legal counsel, as summarized in paragraphs 19 and 22 of the First Receiver's Report, be and is hereby approved.

4. The Receiver's Final Distribution, as set out in paragraph 39 of the First Receiver's Report, be and is hereby approved, and the Receiver is expressly authorized and empowered to distribute the funds as set out in the First Receiver's Report. In the event any such distributions are returned to the Receiver, or not otherwise collected by the person to whom they are sent, the Receiver is hereby authorized to pay such distributions into Court and such distributions shall be held pending further order of this Court.

R. 4.(i) *Any amount not required by the Receiver and its counsel to cover cost to complete the administration shall be distributed among the unsecured creditors.*
5. The Receiver is authorized and empowered to destroy any and all any documents, accounting records and other papers, records, and information related to the business or affairs of the Applicants if not collected by any of the current directors of the Applicants by January 16, 2015. *R.*

6. As of the date of the First Receiver's Report and based on the evidence that is currently before this Honourable Court:

- (a) the Receiver has acted honestly and in good faith, and has dealt with the Property in a commercially reasonable manner;
- (b) the actions and conduct of the Receiver are approved and the Receiver has satisfied all of its duties and obligations as receiver and manager of the Property;
- (c) the Receiver shall not be liable for any act or omission including, without limitation, any act or omission pertaining to the discharge of the Receiver's duties as receiver and manager of the Property, save and except for any liability arising out of fraud or wilful misconduct on the part of the Receiver; and,

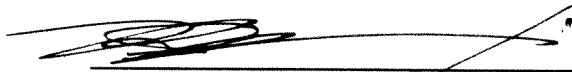
- (d) any and all claims against the Receiver arising from, relating to, or in connection with, the performance of the Receiver's duties and obligations as receiver and manager of the Property, save and except for claims based on fraud or wilful misconduct on the part of the Receiver, shall be forever barred and extinguished.

7. Upon the filing of this Order, the Receiver shall be discharged as receiver and manager of the Property and relieved of all further duties and obligations with respect to the Applicants and the Property.

8. Notwithstanding the discharge of the Receiver in accordance with this Order, the Receiver remains empowered to perform any act necessary or incidental to the conclusion of the receivership of the Applicants or the Property.

9. No action or proceeding arising from, relating to, or in connection with, the performance of the Receiver's duties and obligations as receiver and manager of the Property may be commenced or continued without the prior leave of this Honourable Court, on notice to the Receiver, and on such terms as this Honourable Court may direct.

10. Service of this Order on the persons listed on the Service List shall be by any of email, facsimile, courier, registered mail, regular mail, or personal delivery, and no persons other than those on the service list are entitled to be served with a copy of this Order.


J.C.Q.B.A.