

COURT FILE NUMBER	QBG-SA-00727-2015
COURT OF QUEEN'S BENCH FOR SASKATCHEWAN IN BANKRUPTCY AND INSOLVENCY	
JUDICIAL CENTRE	SASKATOON
PLAINTIFF	ALIGNVEST PRIVATE DEBT LTD.
DEFENDANTS	NABER SPECIALTY GRAINS LTD. AND MELFORT GRAIN TERMINAL LTD.

**IN THE MATTER OF THE RECEIVERSHIP OF NABER SPECIALTY GRAINS LTD. AND
MELFORT GRAIN TERMINAL LTD.**

ORDER
(Distribution and Discharge of Receiver)

Before the Honourable Justice N. Bardai in Chambers the 27th day of March, 2024.

Upon the application by Dustin L. Gillanders, counsel on behalf of Ernst & Young Inc. in its capacity as the Court-appointed receiver (the "**Receiver**") with respect to the assets, undertakings and properties (collectively, the "**Property**") of Naber Specialty Grains Ltd. ("**NSGL**") and Melfort Grain Terminal Ltd. ("**MGTL**") (collectively the "**Debtor Companies**") and upon reading the Notice of Application dated September 21, 2023, the Final Report of the Receiver dated September 15, 2023 (the "**Report**"), and a proposed draft Order, all filed; and the pleadings and proceedings herein;

The Court Orders:

1. Service of notice of this application and supporting materials is hereby declared to be good, timely and sufficient, and no other person is required to have been served with notice of this application, and time for service of this application is abridged to that time actually given.
2. The professional fees and disbursements of the Receiver, as set out in the Final Report (including the fees and disbursements necessary to finalize the receivership), are hereby approved without the necessity of a formal passing of its accounts.
3. The professional fees and disbursements of the Receiver's legal counsel, Miller Thomson LLP, as set out in the Report (including the fees and disbursements necessary to finalize the receivership), are hereby approved without the necessity of a formal assessment of its accounts.

4. All activities, actions and proposed courses of action of the Receiver (collectively, the "**Actions of the Receiver**") to date in relation to the discharge of its duties and mandate as receiver of the Property pursuant to the Orders of this Honourable Court in these proceedings (collectively, the "**Receiver's Mandate**"), as such Actions of the Receiver are more particularly described in the Report and all of the Receiver's other reports filed in these proceedings, including but not being limited to the sale of the Debtor Companies property, as well as all other matters referenced in the statement of receipts and disbursements contained in the Report, shall be and are hereby approved and confirmed.
5. The Receiver is authorized and directed to distribute to the Canada Revenue Agency all funds remaining in the Receiver's accounts following payment of amounts authorized above.
6. The Receiver is authorized and directed to file a final GST return with the CRA and to close the RT0002 account.
7. Upon payment of the amounts set out in paragraph 3 and 5 of this Order, and upon completion of the actions contemplated in paragraph 6, and upon the Receiver filing a certificate, in substantially the form attached to this Order as **Schedule A**, certifying that it has completed all remaining outstanding activities specifically identified in paragraph 5 of this Order, which activities shall be deemed included in the Receiver's Mandate, the Receiver shall be discharged as Receiver of the Property, provided that notwithstanding its discharge herein:
 - (a) the Receiver shall remain Receiver for the performance of such routine administrative tasks as may be required to complete the administration of the receivership herein; and
 - (b) the Receiver shall continue to have the benefit of the provisions of all Orders made in these proceedings, including all approvals, protections and stays of proceedings in favour of the Debtor Companies. in its capacity as Receiver.
8. It is hereby adjudged and declared that, based upon the evidence that is currently before this Honourable Court in regard to the Actions of the Receiver:
 - (a) the Receiver has acted honestly and in good faith, and has dealt with the Property and carried out the Receiver's Mandate in a commercially reasonable manner;
 - (b) the Receiver has satisfied all of its duties and obligations pursuant to the Receiver's Mandate;
 - (c) the Receiver shall not be liable for any act or omission arising from, relating to or in connection with its discharge of the Receiver's Mandate, save and except for any liability arising out of fraud, gross negligence or willful misconduct on the part of the Receiver;
 - (d) the Receiver has never had and shall not in the future have any liability in regard to any act or omission of the Debtor, including, without limitation, in relation to the business of the Debtor, payment of and/or accounting for any

taxes (including, without limitation, goods and services tax) on revenues earned or any indebtedness or obligations whatsoever or howsoever incurred by the Debtor; and

- (e) no person shall commence an action or proceeding asserting a claim against the Receiver arising from, relating to or in connection with its discharge of the Receiver's Mandate without first obtaining an Order of this Honourable Court (on notice to the Receiver) granting such person leave to commence such action or proceeding, and any such action or proceeding commenced without such leave being obtained is a nullity.
9. Subject to the foregoing, any claims against the Receiver in connection with the Receiver's Mandate are hereby stayed, extinguished and forever barred.
10. Notwithstanding the discharge of the Receiver, the Receiver is hereby granted leave to apply to this Court for such further advice, direction or assistance as may be necessary to give effect to the terms of this Order.
11. This Order shall have full force and effect in all Provinces and Territories in Canada, outside Canada and against all Persons against whom it may be enforceable.
12. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.
13. Service of this Order on any party not attending this application is hereby dispensed with.

Issued at Saskatoon, Saskatchewan, this 27 day of March, 2024.



(Deputy) Local Registrar

CONTACT INFORMATION AND ADDRESS FOR SERVICE

Name of firm:	Miller Thomson LLP
Name of lawyer in charge of file:	Dustin L. Gillanders
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File Number:	0151747.0003

SCHEDULE A

FORM OF RECEIVER'S DISCHARGE CERTIFICATE

COURT FILE NUMBER **QBG-SA-00727-2015**

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JUDICIAL CENTRE **SASKATOON**

PLAINTIFF **ALIGNVEST PRIVATE DEBT LTD.**

DEFENDANTS **NABER SPECIALTY GRAINS LTD. AND MELFORT GRAIN
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RECEIVER'S DISCHARGE CERTIFICATE

RECITALS

- A. Pursuant to an Order of the Honourable Madam Justice A.R. Rothery dated June 5, 2015 (the "**Receivership Order**"), Ernst & Young Inc. was appointed as receiver (the "**Receiver**") of the property, assets and undertaking Naber Specialty Grains Ltd. and Melfort Grain Terminal Ltd. (the "**Debtor Companies**").
- B. Pursuant to the Distribution and Discharge Order of the Court dated _____ 2024, Ernst & Young Inc. was discharged as the Receiver of the Debtor Companies, to be effective upon the filing by the Receiver with the Court of a Receiver's Discharge Certificate confirming that the Receiver's Mandate (as that term is defined in the Distribution and Discharge Order) has been completed to the satisfaction of the Receiver.

THE RECEIVER HEREBY CERTIFIES THAT:

1. The Receiver's Mandate has been completed to the satisfaction of the Receiver.

Ernst & Young Inc. in its capacity as Receiver of the undertaking, property and assets of Naber Specialty Grains Ltd. and Melfort Grain Terminal Ltd, and not in its personal capacity.

Per; _____
Name: **Dan McCulloch**
Title: **Receiver**