

COURT FILE NUMBER Q.B.G. 915 of 2019

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

JUDICIAL CENTRE SASKATOON

IN THE MATTER OF THE RECEIVERSHIP OF BECKERLAND FARMS INC.

ORDER

(Litigation Management, Distribution and Discharge)

Before the Honourable Madam Justice A.R. Rothery in Chambers the 10th day of June, 2020.

Upon the application by Jeffrey M. Lee, Q.C. and Paul Olfert, counsel on behalf of MNP Ltd. in its capacity as the Court-appointed receiver (the "**Receiver**") with respect to the assets, undertakings and properties (collectively, the "**Property**") of Beckerland Farms Inc. (the "**Debtor**"), and upon reading the Notice of Application dated June 5, 2020, the Fourth and Final Report of the Receiver dated June 5, 2020 (the "**Fourth Report**"), the Confidential Supplement to the Fourth and Final Report of the Receiver dated June 5, 2020 (the "**Confidential Supplement**"), 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.

ASSIGNMENT OF LITIGATION WITH AG GROWTH INTERNATIONAL INC.

2. The assignment of all of the Debtor's, right, title and interest in and to the action styled as *Beckerland Farms Inc. v Ag Growth International Inc.*, Q.B. No. 109 of 2018, Judicial Centre of Yorkton (the "**Ag Growth Litigation**"), to K E L Holdings Inc. (the "**Assignee**") pursuant to the Assignment Agreement signed by the Assignee on May 5, 2020 and appended to the Fourth Report (the "**Assignment Agreement**") shall be and is hereby approved, and shall take effect upon the Receiver's delivery to the Assignee of a copy of the Assignment Agreement endorsed with the Receiver's signature.

SETTLEMENT OF LITIGATION WITH RIATA TRADING LTD.

3. The settlement on behalf of the Debtor of the litigation styled as *Riata Trading Ltd. v Beckerland Farms Inc. et al*, QB 91 of 2019, Judicial Centre of Yorkton (the "**Riata Litigation**"), pursuant to Minutes of Settlement between the Receiver and Riata Trading Ltd. ("**Riata**") dated February 21, 2020 and appended to the Confidential Supplement to the Fourth Report (the "**Minutes of Settlement**") shall be and is hereby approved, and shall take effect upon the Receiver and Riata fully executing and delivering the Mutual Release contemplated in the Minutes of Settlement. For greater certainty, the settlement approved herein is conditional upon the granting of an Order within the Riata Litigation directing the payment out of Court contemplated in the Minutes of Settlement.

APPROVAL OF ACTIVITIES, FEES, AND DISBURSEMENTS

4. The professional fees and disbursements of the Receiver, as set out in the Fourth Report (including the fees and disbursements necessary to finalize the receivership), are hereby approved without the necessity of a formal passing of its accounts.
5. The professional fees and disbursements of the Receiver's legal counsel, MLT Aikins LLP, as set out in the Fourth Report (including the fees and disbursements necessary to finalize the receivership), are hereby approved without the necessity of a formal assessment of its accounts.
6. 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 Fourth Report and all of the Receiver's other reports filed in these proceedings, as well as the statement of receipts and disbursements contained in the Fourth Report, shall be and are hereby approved and confirmed.

FINAL DISTRIBUTIONS

7. The Receiver is authorized to apply from time to time the net receipts and disbursements held against further fees and disbursements (without the requirement of taxation or passing of accounts), and the Receiver is authorized and directed to make the following distributions:
 - (a) to Business Development Bank of Canada, up to \$227,500.00; and
 - (b) to Business Development Bank of Canada, any further net proceeds received in relation to the Ag Growth Litigation and/or the Riata Litigation.

DISCHARGE OF THE RECEIVER AND ANCILLARY MATTERS

8. Upon payment of the amounts set out in paragraph 7 of this Order, 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 paragraphs 2 and 3 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 MNP Ltd. in its capacity as Receiver.
9. 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.
10. Subject to the foregoing, any claims against the Receiver in connection with the Receiver's Mandate are hereby stayed, extinguished and forever barred.

SEALING OF THE CONFIDENTIAL SUPPLEMENT

11. The Confidential Supplement, including all exhibits and appendices thereto, shall be kept sealed and confidential, and shall not form part of the public record but shall be kept separate and apart from the other contents of the Court file in respect of this matter in a sealed envelope which sets out the style of cause of these proceedings and a statement that the contents thereof are subject to a Sealing Order, and shall not be opened except by a Judge of the Saskatchewan Court of Queen's Bench or by further Order of the Court.
12. Application to unseal the Confidential Supplement may be made to the Honourable Madam Justice A.R. Rothery at any time upon fourteen days' notice to counsel for the Receiver.

GENERAL

13. 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.
14. 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.
15. 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.

16. Service of this Order on any party not attending this application is hereby dispensed with. Parties attending this application shall be served in accordance with the Electronic Case Information and Service Protocol adopted in the Receivership Order.

Issued at Saskatoon, Saskatchewan, this 10th day of June, 2020.



(Deputy) Local Registrar

CONTACT INFORMATION AND ADDRESS FOR SERVICE

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File No:	31617.33

SCHEDULE A

FORM OF RECEIVER'S DISCHARGE CERTIFICATE

COURT FILE NUMBER **Q.B.G. 915 of 2019**

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

JUDICIAL CENTRE **SASKATOON**

IN THE MATTER OF THE RECEIVERSHIP OF BECKERLAND FARMS INC.

RECEIVER'S DISCHARGE CERTIFICATE

RECITALS

- A. Pursuant to an Order of the Honourable Madam Justice A.R. Rothery dated July 11, 2019 (the "**Receivership Order**"), MNP Ltd. was appointed as receiver (the "**Receiver**") of the property, assets and undertaking of Beckerland Farms Inc. (the "**Debtor**").
- B. Pursuant to the Order (Litigation Management, Distribution and Discharge) of the Court dated June 10, 2020 (the "**D&D Order**"), MNP Ltd. was discharged as the Receiver of the Debtor, 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.
- C. Terms which are capitalized but not defined in this Receiver's Discharge Certificate shall bear the respective meanings ascribed to them in the D&D Order.

THE RECEIVER HEREBY CERTIFIES THAT:

- 1. The assignment of the Ag Growth Litigation to the Assignee is complete.
- 2. The settlement of the Riata Litigation pursuant to the Minutes of Settlement is complete.
- 2. The Receiver's Mandate has been completed to the satisfaction of the Receiver.

MNP LTD., in its capacity as Receiver of the undertaking, property and assets of Beckerland Farms Inc., and not in its personal capacity.

Per; _____
Name:
Title: