

COURT FILE NUMBER Q.B. No 1038 of 2021

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

JUDICIAL CENTRE SASKATOON

**IN THE MATTER OF THE INTERIM RECEIVERSHIP OF NORMAN PRIOR
NODWELL**

ORDER
(Approval and Declaration Order)

Before the Honourable Mr. Justice G.A. Meschishnick in Chambers the 10th day of December, 2021.

Upon the application by Craig Frith, counsel on behalf of Deloitte Restructuring Inc. in its capacity as the Court-appointed interim receiver (the "**Interim Receiver**") with respect to all of the livestock, including all of the cattle and bison, and all of the feed and forage (collectively, the "**Property**") of Norman Prior Nodwell (the "**Debtor**"), and upon reading the Notice of Application dated December 7, 2021, the Second Report of the Interim Receiver dated December 9, 2021 (the "**Second 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 Interim Receiver, as set out in the Second Report (including the fees and disbursements necessary to finalize the interim receivership), are hereby approved without the necessity of a formal passing of its accounts.
3. The professional fees and disbursements of the Interim Receiver's legal counsel, McDougall Gauley LLP, as set out in the Second Report (including the fees and disbursements necessary to finalize the interim 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 Interim Receiver (collectively, the "**Actions of the Interim Receiver**") to date in relation to the discharge of its duties and mandate as interim receiver of the Property pursuant to

the Orders of this Honourable Court in these proceedings (collectively, the "**Interim Receiver's Mandate**"), as such Actions of the Interim Receiver are more particularly described in the Second Report and all of the Interim Receiver's other reports filed in these proceedings, as well as the statement of receipts and disbursements contained in the Second Report, shall be and are hereby approved and confirmed.

5. The Interim Receiver is authorized to maintain a holdback of **\$25,000** on account of further fees and disbursements of the Interim Receiver and its legal counsel, and to apply from time to time the amounts so held back against such further fees and disbursements (without the requirement of taxation or passing of accounts), and the Interim Receiver is authorized and directed to make the following distributions:
 - (a) first, to repay the Interim Receiver's borrowings in full; and
 - (b) second, the balance, if any, to be wire transferred to the Debtor's deposit account with Bank of Montreal.

6. As set out in paragraph 2A of the Amended and Restated Interim Receivership Order dated November 12, 2021 (the "**ARIR Order**"), the Interim Receiver shall be automatically discharged as Interim Receiver of the Property at 11:59 p.m. (Saskatchewan time) on December 13, 2021; provided, however, that, notwithstanding the Interim Receiver's automatic discharge pursuant to the ARIR Order, it is hereby ordered that:
 - (a) the Interim Receiver shall remain Interim Receiver for the performance of such routine administrative tasks as may be required to complete the administration of the interim receivership herein, which for greater certainty includes the realization upon and/or the collection of any proceeds of the pending bison and cattle sales referenced in the Statement of Estimated Realizations contained in Appendix "H" of the Second Report, namely:
 - (i) the 110 head of bison already shipped to Vold, Jones & Vold Auction Co. for sale;
 - (ii) the approximately 40 head of bison remaining to be shipped to Vold, Jones & Vold Auction Co. for sale; and
 - (iii) the 22 head of cattle already shipped to Miller Livestock for sale.
 - (b) the Interim 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 Deloitte Restructuring Inc. in its capacity as Interim Receiver.

7. 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 Interim Receiver that:

- (a) the Interim Receiver has acted honestly and in good faith, and has dealt with the Property and carried out the Interim Receiver's Mandate in a commercially reasonable manner;
 - (b) the Interim Receiver has satisfied all of its duties and obligations pursuant to the Interim Receiver's Mandate;
 - (c) the Interim Receiver shall not be liable for any act or omission arising from, relating to or in connection with its discharge of the Interim Receiver's Mandate, save and except for any liability arising out of fraud, gross negligence or willful misconduct on the part of the Interim Receiver;
 - (d) the Interim 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 Interim Receiver arising from, relating to or in connection with its discharge of the Interim Receiver's Mandate without first obtaining an Order of this Honourable Court (on notice to the Interim 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.
8. Subject to the foregoing, any claims against the Interim Receiver in connection with the Interim Receiver's Mandate are hereby stayed, extinguished and forever barred.
9. Notwithstanding the discharge of the Interim Receiver, the Interim 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.
10. 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.
11. 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.
12. 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 Amended and Restated Interim Receivership Order dated November 12, 2021.

Issued at Saskatoon, Saskatchewan, this 15 day of December, 2021.



(Deputy) Local Registrar

CONTACT INFORMATION AND ADDRESS FOR SERVICE:

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