



Court File No. CV-23-00001092-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE

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)

JUSTICE COOK

FRIDAY, THE 19TH

DAY OF APRIL, 2024

B E T W E E N:

FARM CREDIT CANADA

Applicant

and

SIF AMBER (3.5) PROJECTS LP AND
SIF AMBER (3.5) PROJECTS GP INC.

Respondents

APPLICATION UNDER SECTION 243(1) OF THE BANKRUPTCY AND INSOLVENCY ACT, R.S.C. 1985, C. B-3, AS AMENDED; AND SECTION 101 OF THE COURT OF JUSTICE ACT, R.S.O. 1990, C.C.43, AS AMENDED

ANCILLARY RELIEF AND DISCHARGE ORDER

THIS MOTION, made by Grant Thornton Limited ("**GTL**") in its capacity as the Court-appointed receiver and manager (the "**Receiver**"), without security, of the undertaking, property and assets of SIF Amber (3.5) Projects LP ("**SIF LP**") and SIF Amber (3.5) Projects GP Inc. ("**SIF GP**", collectively "**SIF**" or the "**Debtors**") for an order, among other things: (i) authorising and directing the Receiver to make a distribution to Farm Credit Canada ("**FCC**"); (ii) approving the First Report of the Receiver dated April 10, 2024 (the "**First Report**") and the Receiver's conduct and activities described therein; (iii) discharging GTL as Receiver of the undertaking, property and assets of the Debtors and releasing GTL and its legal counsel from any and all liability, as set out in paragraphs 5-7 of this Order; and (iv) approving the fees and disbursements of the Receiver through

March 27, 2024, and the Receiver and its independent legal counsel's estimated fees and disbursements to the completion of these proceedings.

ON READING the Notice of Motion and First Report, filed, and on hearing the submissions of counsel for the Receiver, Applicant and Purchaser, no one appearing for any other person on the service list, although properly served as appears from the affidavit of service of Heather Fisher affirmed April 10, 2024, filed:

DEFINITIONS

1. **THIS COURT ORDERS** that all capitalized terms used in this Order and not otherwise defined shall have the meanings ascribed to them in the First Report.

DISTRIBUTIONS

2. **THIS COURT ORDERS** that the Receiver is hereby authorized, directed and empowered to make one or more cash distributions to Farm Credit Canada ("**FCC**"), of any and all proceeds received from the Sale Transaction, up to the total amount of the indebtedness owed to FCC, provided that such distributions shall not be made until the Debtors have been subject to assignments in bankruptcy as contemplated in paragraph 8, below.

APPROVAL OF RECEIVER'S REPORT AND ACTIVITIES

3. **THIS COURT ORDERS** that the First Report, and the activities of the Receiver described therein are hereby approved; provided that only the Receiver, in its personal

capacity and only with respect to its own personal liability, shall be entitled to rely upon or utilized in any way such approval.

APPROVAL OF FEES

4. **THIS COURT ORDERS** that the fees and disbursements of the Receiver from June 21, 2023 to March 31, 2024 totaling \$126,355.72 (inclusive of HST), and its estimate of fees and disbursements to the completion of these receivership proceedings of \$45,000 (inclusive of disbursements and HST), including the legal fees and disbursements of Reconstruct LLP, independent counsel to the Receiver be and are hereby approved and that no further approval of the fees and disbursements is required.

DISCHARGE AND TERMINATION

5. **THIS COURT ORDERS** that the Receiver filing a certificate in the form of Schedule “A” attached hereto (the “**Receiver’s Discharge Certificate**”), certifying that it has completed the remaining activities described in the First Report, the Receiver shall be unconditionally and absolutely discharged as Receiver of the undertaking, property and assets of the Debtors that constitutes the Property, provided however that notwithstanding its discharge here in: (a) the Receiver shall remain Receiver for the performance of such incidental duties 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 this proceeding, including all approvals, protections and stays of proceedings in favour of GTL in its capacity as Receiver.

6. **THIS COURT ORDERS** that upon discharge, the Receiver shall not be liable for any act or omission on its part, or any reliance thereon, including without limitation, any act or omission pertaining to the discharge of its duties in these proceedings or with respect to any other duties or obligations, except in cases of gross negligence or willful misconduct on its part, or with leave of the court. Subject to the foregoing, any claims against the Receiver or its legal counsel in connection with the performance of their respective duties are hereby stayed, extinguished, and forever barred.

7. **THIS COURT ORDERS** that upon the filing of the Receiver's Discharge Certificate, these proceedings shall be terminated without the need for any further authorization or approval.

BANKRUPTCY

8. **THIS COURT ORDERS** that, in addition to the powers described in the Receivership Order, the Receiver and GTL are hereby empowered and authorized, but not obligated to:

- (a) assign any of the Debtors into bankruptcy; and
- (b) act as trustee in bankruptcy of the Debtors and pay the costs of such a bankruptcy from the proceeds of the Receivership.

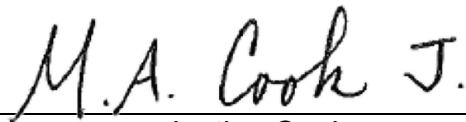
GENERAL

9. **THIS COURT ORDERS** that this Order shall have full force and effect in all provinces and territories in Canada.

10. **THIS COURT ORDERS** that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties here under.

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 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.

12. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. Toronto Time on the date of this Order and are enforceable without the need for entry and filing.



Justice Cook

Justice M.A.
Cook

Digitally signed by Justice
M.A. Cook
Date: 2024.04.19 15:21:44
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Schedule “A” - Form of Receiver’s Certificate

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**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

FARM CREDIT CANADA

Applicant

and

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RECEIVER’S DISCHARGE CERTIFICATE

RECITALS

A. Pursuant to an Order of the Honourable Leitch of the Ontario Superior Court of Justice (the “**Court**”) dated September 18, 2023, held in abeyance until October 19, 2023, Grant Thornton Limited (“**GTL**”) was appointed as the receiver and manager (the “**Receiver**”), without security, of the undertaking, property and assets of SIF Amber (3.5) Projects LP (“**SIF LP**”) and SIF Amber (3.5) Projects GP Inc. (“**SIF GP**”, collectively “**SIF**” or the “**Debtors**”).

B. Pursuant to an Order of the Court dated April 19, 2024 (the “**Ancillary Relief and Discharge Order**”), GTL was discharged as Receiver of the Debtors, effective upon the filing by the Receiver with the Court of a certificate confirming that it has completed the remaining activities described in the First Report of the Receiver dated April 10, 2024 (the

“First Report”), provided, however, but notwithstanding its discharge: (a) the Receiver shall remain Receiver for the performance of such incidental duties as may be required to complete the administration of these receivership proceedings; and (b) the Receiver shall continue to have the benefit of the provisions of all orders made in this proceeding, including all approvals, protections and stays of proceedings in favour of GTL in its capacity as Receiver.

C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Ancillary Relief and Discharge Order or the First Report.

THE RECEIVER CERTIFIES the following:

1. All matters to be completed by the Receiver in connection with this receivership proceeding described in the First Report have been completed to the satisfaction of the Receiver; and
2. This Certificate was delivered by the Receiver at [TIME] on [DATE], 2024.

Grant Thornton Limited, in its capacity as Receiver of the undertaking, property and assets of SIF Amber (3.5) Projects LP and SIF Amber (3.5) Projects GP Inc., and not in its personal capacity

Per: _____

Name:

Title:

FARM CREDIT CANADA
Applicant

-and- SIF AMBER (3.5) PROJECTS LP et al.
Respondents

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ONTARIO
SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT
LONDON

ANCILLARY RELIEF AND DISCHARGE ORDER

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File Number: T1023064.1