

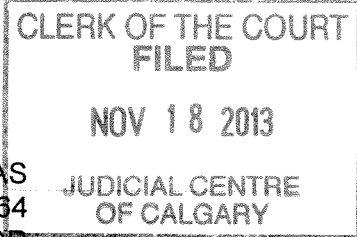
COURT FILE NUMBER 1301-08518

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COURT COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY

APPLICANT(S) ERNST & YOUNG INC. IN ITS CAPACITY AS COURT APPOINTED MONITOR OF 1252064 ALBERTA LTD., AND NOT IN ITS PERSONAL OR CORPORATE CAPACITY



RESPONDENT(S) BENCHMARK CAPITAL CORPORATION AND 1211951 ALBERTA INC.

DOCUMENT ORDER

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT
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DATE ON WHICH ORDER WAS PRONOUNCED: November 15, 2013

NAME OF JUDGE WHO MADE THIS ORDER: Justice R.G. Stevens

LOCATION OF HEARING: Calgary, Alberta

UPON THE APPLICATION of Ernst & Young Inc. (the "Receiver") in its capacity as court appointed receiver and manager of 1211951 Alberta Inc. ("121 Alberta") and Benchmark Capital Corporation ("Benchmark"), pursuant to the Order granted by this Honourable Court on August 13, 2013 (the "Receivership Order"); AND UPON having read the Application and the second report of Ernst & Young Inc., dated October 30, 2013, in its capacity as court appointed receiver and manager of Benchmark and 121 Alberta (the "Second Receiver's Report"); AND UPON having read the Affidavit of Service of Marcia Smith, sworn November 15, 2013; AND UPON hearing counsel for the Receiver, and counsel present for other parties;

IT IS HEREBY ORDERED AND DECLARED THAT:

I hereby certify this to be a true copy of
the original order
Dated this 18 day of Nov 2013
[Signature]
for Clerk of the Court

1. Service of the Application filed on November 12, 2013 (the "**Application**") and the Second Receiver's Report on the persons listed on the Service List is hereby validated and deemed good and sufficient in accordance with the Service Affidavit and the Application is properly returnable today.
2. All capitalized terms used herein and not otherwise defined shall have the meaning ascribed to them in the purchase and sale agreement between EMG Holdings Inc., as purchaser, and 121 Alberta, as vendor, dated effective as of October 24, 2013, as set forth in Appendix "**A**" of the Second Receiver's Report (the "Purchase and **Sale Agreement**").
3. The Purchase and Sale Agreement be and is hereby approved. The Receiver is authorized and empowered, *nunc pro tunc* and for and on behalf of the Vendor, to execute and deliver the Purchase and Sale Agreement and to perform the various covenants, terms, transactions and obligation specified therein. The Purchaser and the Vendor are further authorized to make non-material amendments to the Purchase and Sale Agreement, as may be reasonably required to perform and give effect to the terms of the Purchase and Sale Agreement
4. Upon the completion of the transactions as contemplated by the Purchase and Sale Agreement, all rights, title, interest, estate and equity of redemption of the Vendor, if any, and any persons claiming by, through or under the Vendor, in and to the Beneficial Interest shall vest absolutely in the Purchaser free and clear of and from all security interests (whether contractual, statutory or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**") including, without limiting the generality of the foregoing any encumbrances or charges created by the Receivership Order. For greater certainty, this Court orders that all of the Claims affecting or relating to the Beneficial Interest are hereby expunged and discharged as against the Beneficial Interest.
5. The net proceeds from the closing of the Purchase and Sale Agreement shall be held by the Receiver in accordance with the terms of the Receivership Order and stand in the place and stead of the Beneficial Interest and any person may assert a Claim against such proceeds with the same right and priority that such Claim had against the Beneficial Interest immediately prior to the sale of the Beneficial Interest and as if the Beneficial Interest had not been sold by the

Vendor. For greater certainty, the Receiver shall remain at liberty to apply reasonable amounts from the net proceeds against its fees and disbursements, and the fees and disbursements of its legal counsel, pursuant to and in accordance with paragraph 20 of the Receivership Order.

6. Service of this Order on the Service List by email, facsimile, registered mail, courier or personal delivery shall constitute good and sufficient service of this Order, 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.