

COURT FILE NO. 1601-06131

COURT COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY



APPLICANT **IN THE MATTER OF THE COMPANIES'**
CREDITORS ARRANGEMENT ACT,
R.S.C. 1985, c. C-36, AS AMENDED

**AND IN THE MATTER OF A PLAN OF
COMPROMISE OR ARRANGEMENT OF
CONNACHER OIL AND GAS LIMITED**

DOCUMENT **APPROVAL AND VESTING ORDER**

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
PARTY FILING THIS
DOCUMENT

Cassels Brock & Blackwell LLP
Suite 3810 Bankers Hall West
888-3rd Street SW
Calgary, AB T2P 5C5

I hereby certify this to be a true copy of
the original Order

Dated this 22 day of Aug 2018
R. Salje
for Clerk of the Court

Attn: Ryan Jacobs/Joseph Bellissimo/Natalie E. Levine
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DATE ON WHICH ORDER WAS PRONOUNCED: August 22, 2018

LOCATION WHERE ORDER WAS PRONOUNCED: Calgary, Alberta

NAME OF JUSTICE WHO MADE THIS ORDER: The Honourable Justice Macleod

UPON THE APPLICATION by Connacher Oil and Gas Limited (the "**Vendor**") for an order approving the sale transaction and related matters (the "**Transaction**") contemplated by an agreement of purchase and sale (the "**Purchase Agreement**") between the Vendor and East River Oil and Gas Ltd. (the "**Purchaser**") dated August 2, 2018, and vesting in the Purchaser the Vendor's right, title and interest in and to the purchased assets described in the Purchase Agreement (the "**Purchased Assets**");

AND UPON HAVING READ the Application, the Affidavit of Merle Johnson sworn on August 13, 2018 (the “**Johnson Affidavit**”), the Seventeenth Report of Ernst & Young Inc., the Court-appointed monitor of the Vendor (the “**Monitor**”), and the pleadings and proceedings herein, including the Initial Order granted on May 17, 2016 (the “**Initial Order**”);

AND UPON hearing counsel for the Vendor, the Purchaser, the Monitor, the Consenting First Lien Lenders, the First Lien Agent (each as defined in the Johnson Affidavit), and counsel for the other interested parties appearing, and no one appearing for any other person on the service list, although properly served as appears from the Affidavits of Service of Benjamin Goodis sworn August 13, 2018, August 14, 2018 and August 16, 2018, and the Affidavit of Service of Jeff Beeston sworn August 16, 2018, filed;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

1. Service of notice of this application and supporting materials is hereby declared to be good 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 actually given.

DEFINED TERMS

2. All capitalized terms not defined herein shall have the respective meanings ascribed to them in the Purchase Agreement.

APPROVAL OF TRANSACTIONS

3. The Purchase Agreement is hereby approved in its entirety. The Transaction is hereby approved and the execution of the Purchase Agreement by the Vendor is hereby authorized, ratified, confirmed and approved, with such minor amendments as the Purchaser and the Vendor may deem necessary, with the consent of the Monitor and the Majority Consenting First Lien Lenders. In the event of a CCAA Plan Termination Event (as defined in the Purchase Agreement) or unless otherwise ordered by the Court, the Vendor is hereby authorized and directed to complete the Transaction subject to the terms of the Purchase Agreement, to perform its obligations under the Purchase Agreement and any ancillary documents related thereto (collectively, with the Purchase Agreement, the “**Transaction Documents**”), and to take such additional steps and to execute such additional documents as may be necessary or desirable for the completion of the Transaction or for the conveyance of the Purchased Assets to the Purchaser.

VESTING OF PROPERTY

4. Upon delivery of a Monitor's certificate to the Purchaser substantially in the form set out in **Schedule "A"** hereto (the **"Monitor's Certificate"**), all of the Vendor's right, title, interest and estate, whether absolute or contingent, legal or beneficial, in and to the Purchased Assets described in the Purchase Agreement shall vest absolutely, exclusively, entirely and forever in the Purchaser, free and clear of any and all rights, titles, benefits, priorities, claims (including claims provable in bankruptcy in the event that the Vendor should be adjudged bankrupt), liabilities (direct, indirect, absolute or contingent), obligations, interests, prior claims, security interests (whether contractual, statutory or otherwise), liens, charges, hypothecs, caveats, mortgages, pledges, trusts, deemed trusts (whether contractual, statutory, or otherwise), assignments, judgments, executions, writs of seizure or execution, notices of sale, options, agreements, rights of distress, legal, equitable or contractual setoff, adverse claims, levies, taxes, disputes, debts, charges, options to purchase, rights of first refusal or other pre-emptive rights in favour of third parties, restrictions on transfer of title, or other claims or encumbrances, whether or not they have attached or been perfected, registered, published or filed and whether secured, unsecured or otherwise (collectively, the **"Encumbrances"**), including, without limiting the generality of the foregoing:
- (a) any encumbrances or charges as created by and/or defined in:
 - (i) the Initial Order;
 - (ii) the Order (Approval of ATB Credit Facilities) of the Honourable Mr. Justice Jones pronounced November 10, 2017;
 - (iii) the Order (Engagement of Financial Advisor) of the Honourable Mr. Justice Jeffrey pronounced February 28, 2018;
 - (iv) the Order (Support Agreement, SISP, & KEIP Approval) of the Honourable Associate Chief Justice J.D. Rooke pronounced March 28, 2018; and
 - (v) any other orders pronounced in this Action;
 - (b) all charges, security interests or claims evidenced by registration, filing or publication pursuant to:
 - (i) the *Personal Property Security Act*, RSA 2000, c P-7;
 - (ii) the *Personal Property Security Act*, RSBC 1996, c 359;
 - (iii) the *Personal Property Security Act*, 1993, SS 1993, c P-6.2;
 - (iv) the *Mines and Minerals Act*, RSA 2000, c M-17;

- (v) the *Land Titles Act*, RSA 2000, c L-7 (the “**Land Titles Act (Alberta)**”);
 - (vi) the *Land Title Act*, RSBC 1996, c 250 (the “**Land Title Act (BC)**”);
 - (vii) the *Municipal Government Act*, RSA 2000, c M-26; and
 - (viii) any other personal or real property registration system; and
- (c) those Encumbrances listed in **Schedule “B”** hereto,

but in each case, excluding the permitted encumbrances listed in **Schedule “C”** hereto and the Unaffected Municipal Tax Claims (collectively, the “**Permitted Encumbrances**”), and this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets, other than the Permitted Encumbrances, are hereby expunged and discharged as against the Purchased Assets.

5. Nothing in this order abrogates or amends the approval process to transfer the applicable licences, permits, and approvals by the Alberta Energy Regulator and the British Columbia Oil and Gas Commission pursuant to legislation administered by the Alberta Energy Regulator and the British Columbia Oil and Gas Commission.
6. From and after the closing of the Transaction, if requested in writing by the Purchaser, the Vendor, to the extent able and necessary and at Purchaser’s expense, is authorized and directed to take all necessary steps within its power and execute all documents to effect any and all discharges relating to the Encumbrances (except for Permitted Encumbrances) and the registrars and all other Persons in control or otherwise supervising such offices of the registration or recording shall forthwith remove and discharge all such registrations.
7. For the purposes of determining the nature and priority of Claims, including but not limited to the Municipal Tax Claims (other than the Unaffected Municipal Tax Claims), the net proceeds from the sale of the Purchased Assets (to be held in an interest bearing trust account by the Vendor) shall stand in the place and stead of the Purchased Assets, and from and after the delivery of the Monitor’s Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.
8. Upon delivery of the Monitor’s Certificate, the Municipality shall have no further claims or remedies in respect of the Municipal Tax Claims other than the Unaffected Municipal Tax Claims as against the Purchaser or the Purchased Assets.

9. The Purchaser shall, by virtue of the completion of the Transaction, have no liability of any kind whatsoever in respect of any Encumbrances against the Vendor, other than the Permitted Encumbrances, to the extent expressly provided in the Transaction Documents.
10. Upon delivery of the Monitor's Certificate, the Vendor and all Persons who claim by, through or under the Vendor in respect of the Purchased Assets, save and except for the Persons entitled to the benefit of the Permitted Encumbrances or as otherwise expressly provided in the Transaction Documents, shall stand absolutely and forever barred, estopped, and foreclosed from and permanently enjoined from pursuing, asserting, or claiming any and all estate, right, title, interest, royalty, rental, equity of redemption, or Encumbrance in respect of or to the Purchased Assets and, to the extent that any such Persons remain in possession or control of any of the Purchased Assets, or any artifacts or any certificates, instruments or other indicia of title representing or evidencing any right, title, estate or interest in and to the Purchased Assets, they shall forthwith deliver possession thereof to the Purchaser upon request.
11. Upon delivery of the Monitor's Certificate, the Purchaser shall be entitled to enter into and upon, hold and enjoy the Purchased Assets for its own use and benefit without any interference of or by any Person claiming by or through or against the Vendor, other than the Permitted Encumbrances.
12. Upon delivery of the Monitor's Certificate, the holders of the Permitted Encumbrances shall cease to have any claim whatsoever against the Monitor or the Vendor.
13. The Monitor is to file with the Court a copy of the Monitor's Certificate forthwith after delivery thereof to the Purchaser.
14. Except as provided for in the Purchase Agreement, no further authorization or approval or any other action by any authority or regulatory body exercising jurisdiction over the Purchased Assets shall be required for the Closing and post-Closing implementation of the Transaction contemplated in the Purchase Agreement.
15. Notwithstanding:
 - (a) the pendency of these proceedings;
 - (b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) ("**BIA**") in respect of the Vendor and any bankruptcy order issued pursuant to any such applications;
 - (c) any assignment in bankruptcy made in respect of the Vendor; and
 - (d) the provisions of any federal or provincial legislation,

the vesting of the Purchased Assets in and to the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Vendor and shall not be void or voidable by creditors of the Vendor, nor shall it constitute or be deemed to be a settlement, fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue or other reviewable transaction under the BIA or any other applicable federal or provincial legislation, nor shall it constitute oppressive conduct or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

16. [intentionally omitted]

REAL PROPERTY AND MINERAL RIGHTS IN ALBERTA

17. Upon (i) receipt of the Monitor's Certificate and any applicable registration fees by the applicable Alberta Governmental Authority (as defined below), and (ii) the filing of a certified copy of this Order with such Alberta Governmental Authority, The Department of Energy and the Minister of Energy (the "**Alberta Department and Minister of Energy**") and together with the Registrar of the Personal Property Registry (Alberta), the "**Alberta Governmental Authorities**" and each an "**Alberta Governmental Authority**") are hereby authorized, requested, and directed to, in each case to the extent applicable

- (a) enter the Purchaser as owner and/or lessee of the Vendor's interest in the mines and minerals comprising the Alberta real or mineral property;
- (b) record the discharge, deletion and expunging from the Alberta real or mineral Property all of the Encumbrances listed in **Schedule "B-1"** hereto, and
- (c) register such transfers, discharges, discharge statements or conveyances, as may be required to convey clear title to the Purchased Assets,

in each case, in order to convey clear title to such Purchased Assets to the Purchaser, subject only to Permitted Encumbrances. For further certainty, the Alberta Department and Minister of Energy shall not cancel or discharge the registration of any builders' liens or security notices registered against estates or interests other than the estate or interest of the Vendor.

REAL PROPERTY AND MINERAL RIGHTS IN BRITISH COLUMBIA

18. Upon (i) receipt of delivery of the Monitor's Certificate and any applicable registration fees by the applicable BC Governmental Authority (as defined below), and (ii) the filing of a certified copy of this Order with such BC Governmental Authority, a Registrar or Registrars under the *Land Title Act* (BC); British Columbia Ministry of Natural Gas Development, Upstream Development Division, Tenure and Geoscience Branch; the British Columbia Ministry of

Agriculture and Lands; FrontCounterBC; British Columbia Oil and Gas Commission; and all other government ministries and authorities in British Columbia exercising jurisdiction with respect to the Purchased Assets (collectively, and together with the BC PPR Registrar, the "**BC Governmental Authorities**" and each a "**BC Governmental Authority**") are hereby authorized, requested and directed to (in each case, as applicable):

- (a) enter the Purchaser as the owner and/or lessee of the Vendor's interest in the mines and minerals subject only to the Permitted Encumbrances;
- (b) record the discharge, deletion and expunging from the existing title documents respecting the Purchased Assets, all Encumbrances listed in **Schedule "B-2"** hereto; and
- (c) register such transfers, discharges, discharge statements or conveyances, as may be required to convey clear title to the Purchased Assets, subject only to Permitted Encumbrances.

in each case, in order to convey clear title to such Purchased Assets to the Purchaser, subject only to Permitted Encumbrances. For further certainty, the BC Governmental Authorities shall not cancel or discharge the registration of any builders' liens or security notices registered against estates or interests other than the estate or interest of the Vendor.

19. The Alberta Governmental Authorities, the BC Governmental Authorities, the Ministry of the Economy for the Province of Saskatchewan (together with the Saskatchewan PPR Registrar, the "**Saskatchewan Governmental Authorities**"), and any other applicable registrar or government ministries or authorities exercising jurisdiction with respect to the Purchased Assets (collectively, the "**Governmental Authorities**") are expressly authorized and directed to include in the discharges of the Encumbrances described above all Encumbrances registered after the date the Initial Order was granted, other than the Permitted Encumbrances.

AID AND RECOGNITION

20. In order to effect the discharges and transfers described above, this Court requests that the Governmental Authorities each take such steps as are necessary to give effect to the terms of this Order, and the Purchase Agreement authorized herein. Presentment of this Order and a copy of the Monitor's Certificate shall be the sole and sufficient authority of the Governmental Authorities to make and register the said transfers and cancel and discharge the registrations of any Encumbrances on the Purchased Assets other than the Permitted Encumbrances.

21. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in the United States of America, Canada or in any of its provinces or territories, to act in aid of and to be complimentary to this Court in carrying out the terms of this Order, to give effect to this Order and to assist the Monitor, the Vendor and their agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies of all such jurisdictions are hereby respectfully requested to make such orders and to provide such assistance to the Monitor, as an officer of the Court, and the Vendor, as may be necessary or desirable to give effect to this Order or to assist the Monitor, the Vendor and their agents in carrying out the terms of this Order.

SEALING ORDER

22. The confidential supplement to the Seventeenth Report (the "**Confidential Material**") shall be sealed on the Court file until the termination of the Vendor's *Companies' Creditors' Arrangement Act* proceeding, notwithstanding Division 4 of Part 6 of the *Alberta Rules of Court*. The Confidential Material shall be kept confidential and shall not form part of the public record, but rather shall be placed, separate and apart from all contents in the Court file to be shown only to a Justice of this Court, in a sealed envelope attached to a notice that sets out the title of these proceedings and a statement that the contents are subject to a sealing order.

MISCELLANEOUS MATTERS

23. Pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act* and section 20(e) of the Alberta *Personal Information Protection Act*, the Vendor is authorized and permitted to disclose and transfer to the Purchaser all human resources and payroll information in the Vendor's records pertaining to the Vendor's past and current employees, including personal information of those employees listed in the Purchase Agreement. The Purchaser (or its nominee) shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by the Vendor.
24. The Vendor, Purchaser and Monitor may pursue the provisional execution of this Order, including without limiting the general application of the foregoing, notwithstanding any appeal and without requirement to provide any security or provision for costs whatsoever. Without limiting the generality of the foregoing, this Order shall be registered by the Alberta Land Registrar notwithstanding the requirements of section 191(1) of the *Land Titles Act* (Alberta) or any similar act in any province of Canada and notwithstanding that the appeal period in respect of this Order has not elapsed, which appeal period is expressly waived.
25. The Vendor, the Monitor, the Purchaser and any other interested party shall be at liberty to apply for further advice, assistance and directions as may be necessary in order to give full

force and effect to the terms of this Order and to assist and aid the parties in closing the Transaction.

26. This Order must be served only upon those interested parties attending or represented at the within Application and service may be effected by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following the transmission or delivery of such documents.
27. Service of this Order on any party not attending this Application is hereby dispensed with.

"A. D. Macleod"

J.C. C.Q.B.A.

Clerk's Stamp

**AND IN THE MATTER OF A PLAN OF
COMPROMISE OR ARRANGEMENT OF
CONNACHER OIL AND GAS LIMITED**

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
PARTY FILING THIS
DOCUMENT

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1. Pursuant to an Order of the Honourable Madam Justice Dario of the Court of Queen's Bench of Alberta, Judicial District of Calgary (the "**Court**") dated May 17, 2017 Ernst & Young Inc. was appointed as the Monitor (the "**Monitor**") of Connacher Oil and Gas Limited (the "**Vendor**").
2. Pursuant to an Order of the Court dated August 22, 2018 the Court approved the agreement of purchase and sale made as of August 2, 2018 (the "**Purchase Agreement**") between the Vendor and East River Oil and Gas Ltd. (the "**Purchaser**") and provided for the vesting in the Purchaser of the Vendor's right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the

Monitor to the Purchaser of a certificate confirming (i) the conditions to closing set out in sections 4.4 and 4.5 of the Purchase Agreement have been satisfied or waived in accordance with the terms of the Purchase Agreement; and (ii) the Transaction has been completed to the satisfaction of the Monitor.

3. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Purchase Agreement or the Approval and Vesting Order, as applicable.

THE MONITOR CERTIFIES the following:

- (a) The Monitor has been advised in writing by the Vendor and the Purchaser that each of the conditions to closing set out in sections 4.4 and 4.5 of the Purchase Agreement has been satisfied or waived in accordance with the Purchase Agreement; and
- (b) The Transaction has been completed to the satisfaction of the Monitor.

This Certificate was delivered by the Monitor at _____ [Time] on _____, 2018 [Date].

Ernst & Young Inc., in its capacity as Court-appointed Monitor of Connacher Oil and Gas Limited

Per: _____

Name: _____

Title: _____

Schedule "B"
Encumbrances

Schedule "B-1"

Alberta Real Property and Mineral Rights

Descriptor	Details
Agreement Type/Number	074 7407010531 Oil Sands Lease
Encumbrance ID	0800141
Encumbrance Type	Security Notice
Status	Active
Registration Date	2008/01/15
Registration Type/Number	SN 0800141 Security Notice
Interest Of	Great Divide Oil Corporation
Secured Party	Computershare Trust Company of Canada, as Collateral Agent
Security Notice	0800141
Secured Party	Computershare Trust Company of Canada, as Collateral Agent
Address for Service	600, 530 8th Avenue SW, Calgary, AB, T2P 0B2
The secured party hereby gives notice that it has a security interest affecting the following agreement(s) (type and number)	Oil Sands Lease 7404010454 Oil Sands Lease 7407010522 Oil Sands Lease 7407010523 Oil Sands Lease 7407010524 Oil Sands Lease 7404010456 Oil Sands Lease 7404120875 Oil Sands Lease 7404010457 Oil Sands Lease 7404010458 Oil Sands Lease 7405070551 Oil Sands Lease 7407010525 Oil Sands Lease 7405070552 Oil Sands Lease 7404010459 Oil Sands Lease 7404010460 Oil Sands Lease 7406070401 Oil Sands Lease 7406110501 Oil Sands Lease 7405070553 Oil Sands Lease 7405070554 Oil Sands Lease 7407010531 Oil Sands Lease 7405070555 Oil Sands Lease 7405070556 Oil Sands Lease 7406010664

Descriptor	Details
	Oil Sands Lease 7406010665
	Oil Sands Lease 7406010666
	Oil Sands Lease 7406050801
	Oil Sands Lease 7406050803
	Oil Sands Lease 7406110503
	Oil Sands Lease 7406110506
	Oil Sands Lease 7406110507
	Oil Sands Lease 7406050804
	Oil Sands Lease 7406050805
	Oil Sands Lease 7406050806
Full name of corporation or individual who gave the security interest	Great Divide Oil Corporation
Describe the general nature only of the security interest arising under the security instrument.	Debenture dated December 3rd, 2007

Schedule "B-2"

British Columbia Real Property and Mineral Rights

None.

Schedule "C"

Permitted Encumbrances

"Permitted Encumbrances" means:

- i. all encumbrances, overriding royalties, net profits interests and other burdens identified in Schedule "A" to the Purchase Agreement;
- ii. all Identified ROFRs arising under or pursuant to the Title Documents;
- iii. the terms and conditions of the Title Documents, including, without limitation, the requirement to pay any rentals or royalties to the grantor thereof to maintain the Title Documents in good standing and any royalty or other burden reserved to the grantor thereof or any gross royalty trusts applicable to the grantor's interest in any of the Title Documents;
- iv. the right reserved to or vested in any grantor, Authorized Authority or other public authority by the terms of any Title Document or by Applicable Law to terminate any Title Document;
- v. easements, right of way, servitudes or other similar rights in land, including, without in any way limiting the generality of the foregoing, rights of way and servitudes for highways, railways, sewers, drains, gas and oil pipelines, gas and water mains, electric light, power, telephone or cable television conduits, poles, wires or cables;
- vi. Taxes on Petroleum Substances or the income or revenue therefrom, unless specifically excluded and governmental restrictions on production rates from the Wells or on operations being conducted on the Lands or otherwise affecting the value of any of the Assets;
- vii. agreements for the sale, processing, transmission or transportation of Petroleum Substances, which are set forth in the Disclosure Letter or which are entered into by Vendor subsequent to the date of this Agreement;
- viii. any obligation of Vendor to hold any portion of its interest in and to any of the Assets in trust for Third Parties;
- ix. the right reserved to or vested in any municipality, Authorized Authority or other public authority to control or regulate any of the Assets in any manner, including any directives or notices received from any municipality, Authorized Authority or other public authority pertaining to the Assets;
- x. undetermined or inchoate liens incurred or created as security in favour of any Person with respect to the development or operation of any of the Assets, as regards Vendor's

share of the costs and expenses thereof which are not due or delinquent as of the date hereof or, if then due or delinquent are being contested in good faith by Vendor;

- xi. the reservations, limitations, provisos and conditions in any grants or transfers from the Crown of any of the Lands or interests therein, and statutory exceptions to title;
- xii. agreements respecting the operation of Wells by contract field operators;
- xiii. provisions for penalties and forfeitures under agreements as a consequence of non-participation in operations; and
- xiv. liens granted in the ordinary course of business to a public utility, municipality or Authorized Authority with respect to operations pertaining to any of the Assets.

For the avoidance of doubt, "Permitted Encumbrances" includes (i) the Burgess Royalty Agreement and (ii) the Unaffected Municipal Taxes.

Terms not otherwise defined in this schedule have the meaning set forth in the Purchase Agreement.