

COURT FILE NUMBER

1801-09188

COURT

COURT OF QUEEN'S BENCH
ALBERTA

JUDICIAL CENTRE

CALGARY

PLAINTIFF

THIRD EYE CAPITAL CORPORATION

RESPONDENTS

RANCH ENERGY CORPORATION,
OPSMOBIL INC., 1734163 ALBERTA
LTD., 1859821 ALBERTA INC.,
OPSMOBIL GROUP INC., OPSMOBIL
CONSTRUCTIONS INC., OPSMOBIL
ENERGY SERVICES INC., AIR DALLAIRE
LTD., and KL CAPITAL CORP.

DOCUMENT

APPROVAL AND VESTING ORDER
(Catamaran Sale by Receiver)

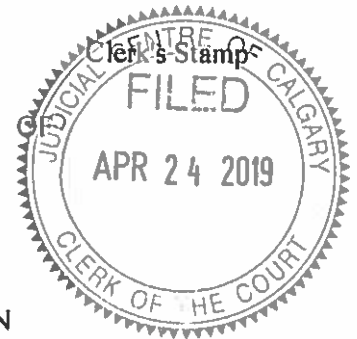
ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
PARTY FILING THIS DOCUMENT

Robyn Gurofsky
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File Number: 413255-000063

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

Dated this 31 day of April 2019

for Clerk of the Court



DATE ON WHICH ORDER WAS PRONOUNCED: April 23, 2019

LOCATION WHERE ORDER WAS PRONOUNCED: Calgary, Alberta

NAME OF JUSTICE WHO MADE THIS ORDER: The Honourable Justice C. Dario

UPON THE APPLICATION by Ernst and Young Inc. in its capacity as the Court-appointed receiver and manager (the "Receiver") of the undertaking, property and assets of 1859821 Alberta Inc. and the other respondents named herein (the "Debtor") for an order approving the sale transaction (the "Transaction") contemplated by an agreement of purchase and sale (the "Sale Agreement") between the Receiver and Brian's Workshop LLC (the "Purchaser") dated April 10, 2019 and appended to the Eighth Report of the Receiver dated April 15, 2019 (the "Report"), and vesting in the Purchaser (or its nominee) the Debtor's right, title and interest in and to the assets described in the Sale Agreement (the "Purchased

Assets”) as well as the Confidential Supplement to the Eighth Report dated April 15, 2019 (the “Confidential Supplement”);

AND UPON HAVING READ the Receivership Order dated July 19, 2018 and the Amended Receivership Order dated August 7, 2018 (the “**Receivership Order**”), the Report and the Affidavit of Service; AND UPON HEARING the submissions of counsel for the Receiver, Third Eye Capital Corporation, the Purchaser and any other party appearing at the application;

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.

APPROVAL OF TRANSACTIONS

- [2] The Transaction is hereby approved, and the execution of the Sale Agreement by the Receiver is hereby authorized and approved, with such minor amendments as the Receiver may deem necessary. The Receiver is hereby authorized and directed to take such additional steps and 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 (or its nominee).

VESTING OF PROPERTY

- [3] Upon the delivery of a Receiver’s certificate to the Purchaser (or its nominee) substantially in the form set out in **Schedule "A"** hereto (the “**Receiver’s Certificate**”), all of the Debtor’s right, title and interest in and to the Purchased Assets described in the Sale Agreement and listed on **Schedule “B”** hereto shall vest absolutely in the name of the Purchaser (or its nominee), free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, caveats, 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:

- a. any encumbrances or charges created by the Receivership Order;

- b. all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Alberta) or any other personal property registry system; and
- c. those Claims listed on **Schedule "C"** hereto (all of which are collectively referred to as the "Encumbrances", which term shall not include the permitted encumbrances, caveats, easements and restrictive covenants listed on **Schedule "D"**); and,

for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

- [4] For the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets (to be held in an interest bearing trust account by the Receiver) shall stand in the place and stead of the Purchased Assets, and from and after the delivery of the Receiver'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.
- [5] The Purchaser (and its nominee, if any) shall, by virtue of the completion of the Transaction, have no liability of any kind whatsoever in respect of any Claims against the Debtor.
- [6] The Debtor and all persons who claim by, through or under the Debtor in respect of the Purchased Assets, save and except for the persons entitled to the benefit of the Permitted Encumbrances, shall stand absolutely barred and foreclosed from all estate, right, title, interest, royalty, rental and equity of redemption of the Purchased Assets and, to the extent that any such persons remains in possession or control of any of the Purchased Assets, they shall forthwith deliver possession thereof to the Purchaser (or its nominee).
- [7] The Purchaser (or its nominee) 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 the Debtor, or any person claiming by or through or against the Debtor.
- [8] Immediately after the closing of the Transaction, the holders of the Permitted Encumbrances shall have no claim whatsoever against the Receiver or the Debtor.
- [9] The Receiver is to file with the Court a copy of the Receiver's Certificate, forthwith after delivery thereof to the Purchaser (or its nominee).

[10] Notwithstanding:

The pendency of these proceedings;

Any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of the Debtor and any bankruptcy order issued pursuant to any such applications; and

Any assignment in bankruptcy made in respect of the Debtor

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

[11] The Receiver, the Purchaser (or its nominee) 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.

SEALING ORDER

[12] The Confidential Supplement shall be sealed on the Court file, kept confidential and not form part of the public record. The Clerk of the Court shall file the Confidential Supplement in a sealed envelope attached to a notice that sets out the style of cause of these proceedings and states that:

THIS ENVELOPE CONTAINS THE CONFIDENTIAL SUPPLEMENT TO THE RECEIVER'S EIGHTH REPORT, DATED APRIL 15, 2019, FILED IN COURT FILE NO. 1801-09188, WHICH SHALL BE SEALED FOR A PERIOD OF THREE (3) MONTHS FOLLOWING THE CLOSING OF THE TRANSACTION, OR IF THE TRANSACTION DOESN'T CLOSE, THREE (3) MONTHS FOLLOWING THE CLOSING OF A SUBSEQUENT TRANSACTION, AND FAILING THAT, THREE (3) MONTHS FOLLOWING THE DISCHARGE OF THE RECEIVER, PURSUANT TO AN ORDER ISSUED BY THE HONOURABLE JUSTICE C. DARIO DATED APRIL 23, 2019, AND IS NOT TO BE PLACED ON THE PUBLIC RECORD OR MADE PUBLICLY ACCESSIBLE.

- [13] The Receiver is empowered and authorized, but not directed, to provide the Confidential Supplement (or any portion thereof, or information contained therein), to any interested party, entity or person that the Receiver considers reasonable in the circumstances, subject to confidentiality arrangements satisfactory to the Receiver.
- [14] Leave is granted to any person or party affected by this Order to apply to this Honourable Court for a further order modifying or varying the terms of this Order, with such Application to be brought on no less than 7 days' notice to the Receiver and any other affected party pursuant to the Alberta Rules of Court.

MISCELLANEOUS MATTERS

- [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 as 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] 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.
- [17] Service of this Order on any party not attending this application is hereby dispensed with.

"C. Dario"

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

Schedule "A"

Form of Receiver's Certificate

COURT FILE NUMBER	1801-09188	Clerk's Stamp
COURT	COURT OF QUEEN'S BENCH OF ALBERTA	
JUDICIAL CENTRE	CALGARY	
PLAINTIFF	THIRD EYE CAPITAL CORPORATION	
RESPONDENTS	RANCH ENERGY CORPORATION, OPSMOBIL INC., 1734163 ALBERTA LTD., 1859821 ALBERTA INC., OPSMOBIL GROUP INC., OPSMOBIL CONSTRUCTIONS INC., OPSMOBIL ENERGY SERVICES INC., AIR DALLAIRE LTD., and KL CAPITAL CORP.	
DOCUMENT	Receiver's Certificate	
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	Robyn Gurofsky Borden Ladner Gervais LLP 1900, 520 3 Avenue SW Calgary, AB T2P 0R3 Telephone: 403.232.9774 Facsimile: 403.266.1395 Email: RGurofsky@blg.com File Number: 413255-000063	

RECITALS

- A. Pursuant to an Order of the Honourable Justice B.E.C. Romaine of the Court of Queen's Bench of Alberta, Judicial District of Calgary (the "**Court**") dated July 19, 2018, Ernst and Young Inc. was appointed as the receiver (the "**Receiver**") of the undertaking, property and assets of 1859821 Alberta Inc. and the other respondents listed herein (the "**Debtor**").
- B. Pursuant to an Order of the Court dated March 5, 2019, the Court approved the agreement of purchase and sale made as of April 10, 2019 (the "**Sale Agreement**") between the Receiver and Brian's Workshop LLC (the "**Purchaser**") and provided for the vesting in the Purchaser of the Debtor'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 Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in section 6 of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.

- C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Sale Agreement.

THE RECEIVER CERTIFIES the following:

1. The Purchaser (or its nominee) has paid and the Receiver has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing as set out in section 6 of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser (or its nominee); and
3. The Transaction has been completed to the satisfaction of the Receiver.
4. This Certificate was delivered by the Receiver at [Time] on [Date].

Ernst and Young Inc., in its capacity as Receiver of the undertaking, property and assets of 1859821 Alberta Inc., and not in its personal capacity.

Per; _____

—

Name:

Title:

SCHEDULE "B"**Purchased Assets**

64 Shares in the 2015 built 48' Leopard 48 Catamaran, HIN ZA-RACA8063G415, registered with Canadian Register of Vessels Official Number 838778 OpsMobil of Edmonton, AB, including all of its equipment, fittings and appurtenances ("Vessel"), and all of the right, title and interest of 1859821 Alberta Inc. in and to the Vessel.

SCHEDULE "C"**Encumbrances****Partial Discharges:**

1. Registration Number: 15052936386
 Registration Date: 2015-May-29
 Secured Party: Third Eye Capital Corporation, as administrative agent
 Collateral: 38778, 2014 48' Robertson & Caine Boat
 RACA8063G415, 2014 48' Robertson & Caine Boat

2. Registration Number: 15060333836
 Registration Date: 2015-Jun-3
 Secured Party: Third Eye Capital Corporation, as administrative agent
 Collateral: 838778, 2014 Leopard 48 Catamaran

3. Registration Number: 15122214042
 Registration Date: 2015-Dec-22
 Secured Party: Third Eye Capital Corporation, as administrative agent
 Collateral: 838778, 2015 Leopard 48 Catamaran

SCHEDULE "D"**Permitted Encumbrances**

1. Registration Number: 15052936386
Registration Date: 2015-May-29
Secured Party: Third Eye Capital Corporation, as administrative agent
Collateral: All Present and After Acquired Personal Property

2. Registration Number: 15060333836
Registration Date: 2015-Jun-3
Secured Party: Third Eye Capital Corporation, as administrative agent
Collateral: All Present and After Acquired Personal Property

3. Registration Number: 15122214042
Registration Date: 2015-Dec-22
Secured Party: Third Eye Capital Corporation, as administrative agent
Collateral: All Present and After Acquired Personal Property