

COURT FILE NUMBER	1801-17912	
COURT	COURT OF QUEEN'S BENCH OF ALBERTA	
JUDICIAL CENTRE	CALGARY	
PLAINTIFF	ATB FINANCIAL (FORMERLY ALBERTA TREASURY BRANCHES)	
	500032	
DEFENDANTS	HUGHSON TRUCKING INC., LEROY CHRISTIAN HUGHSON, DARREN JAMES HUGHSON, and JUSTIN LEE HUGHSON	
DOCUMENT	ORDER (Discharge Order)	
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT:	McCarthy Tétrault LLP 4000, 421 – 7th Avenue SW Calgary, Alberta T2P 4K9 Attention: Sean Collins / Pantelis Kyriakakis Tel: 403-260-3531 / 3536 Fax: 403-260-3501 Email: scollins@mccarthy.ca / pkyriakakis@mccarthy.ca	

DATE ON WHICH ORDER WAS PRONOUNCED:	May 5, 2021
LOCATION OF HEARING OR TRIAL:	Calgary, Alberta
NAME OF JUDGE WHO MADE THIS ORDER:	Honourable Justice L.B. Ho

UPON the application (the “**Application**”) of Ernst & Young Inc. (the “**Receiver**”), in its capacity as the court-appointed receiver and manager of Hughson Trucking Inc. (the “**Debtor**”) pursuant to the Consent Receivership Order granted on December 19, 2018 (the “**Receivership Order**”), in the within proceedings (the “**Proceedings**”); **AND UPON** reading the Fourth Report of the Receiver, dated April 27, 2021 (the “**Fourth Receiver’s Report**”), filed; **AND UPON** reading the Confidential Supplement to the Fourth Report of the Receiver, dated April 27, 2021 (the “**Confidential Supplement**”), unfiled; **AND UPON** reading the Affidavit of Service of Katie Doran, sworn on May 3, 2021 (the “**Service Affidavit**”), filed; **AND UPON** hearing counsel for the Receiver and for any other parties who may be present;

IT IS HEREBY ORDERED AND DECLARED THAT:

1. The time for service of the Application and the Fourth Receiver’s Report is abridged, the Application is properly returnable today, service of the Application and the Fourth Receiver’s Report on the service list, in the manner described in the Service Affidavit, is good and sufficient,

and no other persons, other than those listed on the service list (the “**Service List**”) attached as an exhibit to the Service Affidavit, are entitled to service of the Application or the Fourth Receiver’s Report.

2. The Receiver’s activities, as set out in the Fourth Receiver’s Report and in all of its other reports filed in the within proceedings, are hereby ratified and approved.

3. The Receiver’s final statement of receipts and disbursements, as set out in paragraphs 24 and 25 of the Fourth Receiver’s Report, be and is hereby approved.

4. The Receiver’s accounts for its fees and disbursements, as set out in paragraphs 38, 40, and Exhibit 2.0 of the Fourth Receiver’s Report, plus any and all reasonable fees, disbursements, and expenses, associated or incurred in connection with Action No S1913541 and the various claims involving CanLava Mining Corp., are hereby approved, without the necessity of a formal passing of its accounts.

5. The accounts of the Receiver’s legal counsel, McCarthy Tétrault LLP, for its fees and disbursements, as set out in paragraphs 38, 40, and Exhibit 2.0 of the Fourth Receiver’s Report, plus any and all reasonable fees, disbursements, and expenses, associated or incurred in connection with Action No S1913541 and the various claims involving CanLava Mining Corp., are hereby approved, without the necessity of a formal assessment of its accounts.

6. Based on the evidence that is currently before this Honourable Court:

- (a) the actions and conduct of the Receiver are approved;
- (b) the Receiver has satisfied all of its duties and obligations as the receiver and manager of the Debtor and the Property;
- (c) the Receiver shall not be liable for any act or omission, including, without limitation, any act or omission pertaining to the discharge of the Receiver’s duties as receiver and manager of the Debtor and the Property, save and except for any liability arising out of fraud, gross negligence, or wilful misconduct, on the part of the Receiver; and,
- (d) any and all claims against the Receiver arising from, relating to, or in connection with the performance of the Receiver’s duties and obligations, as receiver and

manager of the Debtor and the Property, save and except for claims based on fraud, gross negligence, or wilful misconduct, on the part of the Receiver, are hereby stayed, extinguished, and forever barred.

7. No actions or other proceedings shall be commenced against the Receiver which in any way arise from or relate to its capacity or conduct as Receiver, except with prior leave of this Court, on Notice to the Receiver and upon such terms as this Court may direct.

8. The Receiver is hereby authorized and empowered to pay the approximately \$380,068 (the “**Security Amount**”) being held by the Receiver in connection with the Debtor’s potential remediation obligations:

- (a) in accordance with any written confirmation from Alberta Environment and Parks, 1010307 Alberta Ltd., and the Receiver, or such parties respective counsel (collectively, the “**Reclamation Parties**”) that such parties are agreeable to the payment or distribution of the Security Amount by the Receiver; or,
- (b) into Court, in the within proceedings, if the Reclamation Parties have not reached any agreement, as contemplated in paragraph 8(a) of this Order, on or before the latter of: (i) the closing of the Transaction (as defined in the Order (Sale Approval and Vesting Order) granted on May 5, 2021, in connection with the Application; or (ii) the Receiver completing all tasks and actions, as set out in paragraph 42 of the Fourth Receiver’s Report.

9. Upon the Receiver filing with the Clerk of the Court a certificate, substantially in the form attached as Schedule “**A**” hereto, confirming that: (i) all remaining tasks and actions, as set out in paragraph 42 of the Fourth Receiver’s Report, have been completed; and, (ii) the Security Amount has been paid out, either, (a) in accordance with an agreement reached between the Reclamation Parties; or, (b) into Court, in the within Action, to be held pending further Order of this Honourable Court, the Receiver shall be discharged as Receiver of the Debtor and Property, provided however that notwithstanding its discharge herein:

- (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 the Receiver in its capacity as Receiver.

10. The Receiver is hereby authorized and empowered to destroy any and all documents, accounting records, and other papers, records, and information related to the business or affairs of the Debtor, if not collected by any of the prior directors of the Debtor, on or before June 4, 2021.

11. 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.

12. Service of this Order on any party not attending this application is hereby dispensed with.



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

**SCHEDULE "A" TO THE ORDER (DISCHARGE ORDER)
RECEIVER'S CERTIFICATE**

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DEFENDANTS	HUGHSON TRUCKING INC., LEROY CHRISTIAN HUGHSON, DARREN JAMES HUGHSON, and JUSTIN LEE HUGHSON
DOCUMENT	RECEIVER'S DISCHARGE CERTIFICATE
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT:	McCarthy Tétrault LLP 4000, 421 – 7th Avenue SW Calgary, Alberta T2P 4K9 Attention: Sean Collins / Pantelis Kyriakakis Tel: 403-260-3531 / 3536 Fax: 403-260-3501 Email: scollins@mccarthy.ca / pkyriakakis@mccarthy.ca

Clerk's Stamp

RECEIVER'S DISCHARGE CERTIFICATE

1. All capitalized terms used in this Receiver's Discharge Certificate and not otherwise defined shall have the meaning ascribed to them in the Order issued by The Honourable Justice L.B. Ho of the Court of Queen's Bench of Alberta, in the within proceedings, granted on May 5, 2021 (the "**Discharge Order**").
2. Pursuant to the Discharge Order, the Court provided for the discharge of the Receiver, upon the filing of this certificate, by the Receiver, confirming that:
 - (a) all remaining tasks and actions, as set out in paragraph 42 of the Fourth Receiver's Report, have been completed; and,
 - (b) the approximately \$380,068 (the "**Security Amount**") being held by the Receiver, has been paid out, either, (a) in accordance with the written confirmation of Alberta Environment and Parks, 1010307 Alberta Ltd., and the Receiver (collectively, the "**Reclamation Parties**") confirming they are agreeable to the payment or

distribution of the Security Amount, by the Receiver; or, (b) into Court, in the within Action, to be held pending further Order of this Honourable Court

THE RECEIVER HEREBY CONFIRMS AND CERTIFIES THE FOLLOWING:

1. All remaining tasks and actions, as set out in paragraph 42 of the Fourth Receiver's Report, have been completed; and,
2. The Security Amount has been paid out, **[in accordance with the written confirmation of the Reclamation Parties confirming they are agreeable to the payment or distribution of the Security Amount, by the Receiver] OR [into Court, in the within Action, to be held pending further Order of this Honourable Court].**

DATE THIS _____ DAY OF _____, 2021

ERNST & YOUNG INC., in its capacity as receiver and manager of the undertaking, property and assets of **HUGHSON TRUCKING INC.**, and not in its personal or corporate capacity.

Per: _____
Name:
Title: