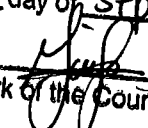


COURT FILE NO. 1601-11380
COURT COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE CALGARY
APPLICANT ALBERTA TREASURY BRANCHES
RESPONDENT NORTHPINE ENERGY LTD.
DOCUMENT **APPROVAL AND VESTING ORDER
(Sale by Receiver)**



ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

BLAKE, CASSELS & GRAYDON LLP
3500, 855 – 2nd Street S.W.
Calgary, AB T2P 4J8
Attn: Ryan Zahara
Telephone: 403-260-9628
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Email: ryan.zahara@blakes.com
File Ref.: 81518/97

I hereby certify this to be a true copy of the original order
Dated this 7th day of Sept 2016

for Clerk of the Court

DATE ON WHICH ORDER WAS PRONOUNCED: Friday, September 2, 2016
LOCATION WHERE ORDER WAS PRONOUNCED: Calgary Court Centre
NAME OF JUSTICE WHO MADE THIS ORDER: The Honourable Madam Justice Romaine

UPON THE APPLICATION of Alberta Treasury Branches ("**ATB**") for an Order approving the sale transaction (the "**Transaction**") contemplated by an agreement of purchase and sale (the "**PSA**") between BDO Canada Limited, in its capacity as the Court-appointed receiver (the "**Receiver**") of certain undertaking, property and assets of Northpine Energy Ltd. (the "**Debtor**"), and Orlen Upstream Canada Ltd. (the "**Purchaser**") effective September 2, 2016, and appended to the Confidential Supplement (the "**Confidential Supplement**") to the First Report of the Receiver dated August 26, 2016 (the "**Report**"), vesting in the Purchaser (or its nominee) the Debtor's right, title and interest in and to the assets described in the PSA (the "**Assets**");

AND UPON HAVING READ the Receivership Order dated September 2, 2016 (the "**Receivership Order**"), the Report, the Confidential Supplement, the Affidavit of Trina Holland sworn August 26, 2016 and the Affidavit of Service of Emily Van De Pol sworn September 1, 2016 (the "**Affidavit of Service**"); **AND UPON HEARING** the submissions of counsel for the ATB, the Receiver, the Purchaser, and any other interested parties, no one appearing for any other person on the service list, although properly served as appears from the Affidavit of Service, 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.

APPROVAL OF TRANSACTIONS

2. The Transaction is hereby approved, and the execution of the PSA by the Receiver is hereby authorized and approved, with such minor amendments as the Receiver may deem necessary.
3. 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 Assets to the Purchaser (or its nominee).
4. The Transaction is commercially reasonable and is in the best interests of the Debtor and its stakeholders.
5. The actions, conduct and activities of the Receiver to date, as outlined in the Report are hereby authorized and approved.

VESTING OF PROPERTY

6. 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 Assets described in the PSA 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;
- (c) those Claims listed on Schedule "C" hereto (collectively referred to as the "**Excluded Encumbrances**");
- (c) any Claims held by or in favour of any person served (either directly or through their solicitors) with the Application; and
- (d) the beneficiary of any Claims created or provided for pursuant to any previous Orders in these proceedings including, without limitation, the Receivership Order,

for greater certainty, this Court orders that all of the Claims and Excluded Encumbrances, other than the Permitted Encumbrances described in the PSA and listed on Schedule "B" hereto, affecting or relating to the Assets are hereby expunged and discharged as against the Assets.

7. Upon the delivery of the Receiver's Certificate, and upon the filing of a certified copy of this Order, together with any applicable registration fees, and as applicable, the Registrar of Land Titles of Alberta (the "**Registrar**") is hereby authorized, requested, and directed to cancel any existing certificate of title to lands that form part of the Assets (the "**Lands**") and to issue a new certificate of title for the Lands in the name of the Purchaser (or its nominee), and to register such transfers, discharges, discharge statements of conveyances, as may be required to convey clear title to the Lands to the Purchaser (or its nominee), which certificate of title shall be subject only to the Permitted Encumbrances.
8. As applicable, this Order shall be registered by the Registrar, notwithstanding the requirements of section 191(1) of the *Land Titles Act*, RSA 2000, c L-7 ("**LTA**") and notwithstanding that the appeal period in respect of this Order has not elapsed, which appeal period is expressly waived.
9. As applicable, the Registrar is hereby directed in accordance with section 162 of the LTA to accept all of the Affidavits of Corporate Signing Authority submitted by the Receiver, in its capacity as Receiver and Manager of the Debtor and not in its personal capacity, substantially in the form attached hereto as Schedule "**D**", and to register the transfers, assignments and conveyances contemplated by the PSA immediately forthwith.

10. The Minister of Energy for Alberta, acting pursuant to the *Mines and Minerals Act* (Alberta), shall cancel and discharge all Claims registered against the interests of the Debtor in respect of the Assets and, without limiting the generality hereof, the Minister of Energy shall cancel and discharge all security notices and all assignments under section 426 (formerly section 177) of the *Bank Act* (Canada).
11. The Minister of Energy for Alberta, acting pursuant to the *Mines and Minerals Act* (Alberta), shall cancel and discharge all Claims in the nature of builders' liens against the interest of the Debtor in and to the Assets located in the Province of Alberta.
12. The Minister of Energy for Alberta, acting pursuant to the *Mines and Minerals Act* (Alberta), shall transfer all of the Debtor's interest in the Assets, as applicable, to the Purchaser without consideration of any pre-filing amounts owing by the Debtor to any party.
13. All of the Assets that are assigned or conveyed by the Receiver to the Purchaser pursuant to this Order and the PSA shall, upon such assignment or conveyance, be free and clear of and from any and all Claims and any and all rights of first refusal in relation to the Assets.

CLOSING OF THE SALE TRANSACTION

14. The closing of the Transaction shall be effected in accordance with the terms of the PSA and such amendments to the PSA as may be agreed to in writing between the Purchaser and the Receiver.
15. For the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Assets (to be held in an interest bearing trust account by the Receiver) shall stand in the place and stead of the Assets, and from and after the delivery of the Receiver's Certificate all Claims and Excluded Encumbrances shall attach to the net proceeds from the sale of the Assets with the same priority as they had with respect to the Assets immediately prior to the sale, as if the 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.
16. 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.
17. The Debtor and all persons who claim by, through or under the Debtor in respect of the 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 Assets and, to the extent that any such persons remains in

possession or control of any of the Assets, they shall forthwith deliver possession thereof to the Purchaser (or its nominee).

18. The Purchaser (or its nominee) shall be entitled to enter into and upon, hold and enjoy the 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.
19. Immediately after the closing of the Transaction, the holders of the Permitted Encumbrances shall have no claim whatsoever against the Receiver or the Debtor.
20. 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).
21. 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 Receiver is authorized and permitted to disclose and transfer to the Purchaser all human resources and payroll information in the Debtor's records pertaining to the Debtor's past and current employees, including personal information of those employees listed in the PSA. 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 Debtor.
22. 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)* in respect of the Debtor and any bankruptcy order issued pursuant to any such applications; and
 - (c) Any assignment in bankruptcy made in respect of the Debtor

the vesting of the 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.

23. 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.
24. No authorization or approval or other action by and no notice to or filing with any governmental authority or regulatory body exercising jurisdiction over the Assets is required for the due execution, delivery and performance by the Receiver of the PSA, other than authorizations, approvals or exemptions from requirements therefor previously obtained and currently in force, if any.
25. The Clerk of the Court shall file the Confidential Supplement, including the appendices thereto, in a sealed envelope attached to a notice that sets out the style of cause of these proceedings and states that:

THIS ENVELOPE CONTAINS CONFIDENTIAL MATERIALS FILED BY BDO CANADA LIMITED IN ITS CAPACITY AS THE COURT-APPOINTED RECEIVER OF CERTAIN OF THE UNDERTAKINGS, PROPERTY AND ASSETS OF NORTHPIKE ENERGY LTD.; and

THE CONFIDENTIAL MATERIALS ARE SEALED UNTIL FURTHER ORDER OR FILING OF THE RECEIVER'S CERTIFICATE EVIDENCING THE CLOSING OF THE TRANSACTION PURSUANT TO THE SEALING ORDER ISSUED BY THE HONOURABLE MADAM JUSTICE ROMAINE ON SEPTEMBER 2, 2016.

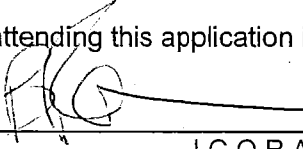
Leave is hereby granted to any person, entity or party affected by this Order to apply to this Court for a further Order vacating, substituting, modifying or varying the terms of this Order, with such application to be brought on notice to the Receiver and any other affected party in accordance with the Alberta *Rules of Court*.

MISCELLANEOUS MATTERS

26. 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.
27. 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.

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



J.C.Q.B.A.

Schedule "A"**Form of Receiver's Certificate**

COURT FILE NO.	1601-11380
COURT	COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE	CALGARY
APPLICANT	ALBERTA TREASURY BRANCHES
RESPONDENT	NORTHPINE ENERGY LTD.
DOCUMENT	RECEIVER'S CERTIFICATE
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	BLAKE, CASSELS & GRAYDON LLP 3500, 855 – 2nd Street S.W. Calgary, AB T2P 4J8 Attn: Ryan Zahara Telephone: 403-260-9628 Facsimile: 403-260-9700 Email: ryan.zahara@blakes.com File Ref.: 81518/97

RECITALS

- A. Pursuant to an Order of the Honourable Justice Romaine of the Court of Queen's Bench of Alberta, Judicial District of Calgary (the "**Court**") dated September 2, 2016, BDO Canada Limited was appointed as the receiver (the "**Receiver**") of certain undertaking, property and assets of Northpine Energy Ltd. (the "**Debtor**").
- B. Pursuant to an Order of the Court dated September 2, 2016, the Court approved the agreement of purchase and sale effective September 2, 2016 (the "**PSA**") between the Receiver and Orlen Upstream Canada Ltd. (the "**Purchaser**") and provided for the vesting in the Purchaser of the Debtor's right, title and interest in and to the Assets, which vesting is to be effective with respect to the 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 Assets; (ii) that the conditions to Closing as set out in Article 3 of the PSA 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 PSA.

THE RECEIVER CERTIFIES the following:

1. The Purchaser (or its nominee) has paid and the Receiver has received the Purchase Price for the Assets payable on the Closing Date pursuant to the PSA;
2. The conditions to Closing as set out in Article 3 of the PSA 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 _____ on _____, 2016.

BDO Canada Limited, in its capacity as Receiver of certain undertaking, property and assets of Northpine Energy Ltd., and not in its personal capacity.

Per: _____

Name:

Title:

Schedule "B"

Permitted Encumbrances

(See attached)

(z) **"Permitted Encumbrances"** means:

- (i) all encumbrances, overriding royalties, net profits interests and other burdens identified in Schedule "A";
- (ii) 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, provided that any such encumbrance, royalty or other burden must be identified in a schedule attached hereto in order to be considered to be a Permitted Encumbrance;
- (iii) the right reserved to or vested in any grantor, Governmental Authority or other public authority by the terms of any Title Document or by Applicable Law to terminate any Title Document;
- (iv) 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 which do not materially impair the use or enjoyment of the Assets;
- (v) 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;
- (vi) agreements for the sale, processing, transmission or transportation of Petroleum Substances, which are terminable on not more than thirty (30) days' notice (without an early termination penalty or other cost);
- (vii) any obligation of the Vendor to hold any portion of its interest in and to any of the Assets in trust for Third Parties, provided such obligations are identified in a schedule attached hereto;
- (viii) the right reserved to or vested in any municipality, Governmental 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, Governmental Authority or other public authority pertaining to the Assets;
- (ix) 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 to the Vendor's share of the costs and expenses thereof which are not due or delinquent as of the date hereof;
- (x) 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;
- (xi) agreements and plans relating to pooling or unitization of any of the Petroleum and Natural Gas Rights;
- (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 Governmental Authority with respect to operations pertaining to any of the Assets

but specifically excluded the Excluded Encumbrances;

Schedule "C"

Excluded Encumbrances

(See attached)

- (o) **"Excluded Encumbrances"** means any and all royalty arrears, including any interest accrued or accruing thereon, in respect of Alberta Crown PNG Lease no. 0507060053;

Schedule "D"

Form of Corporate Signing Authority Affidavit

FORM 31.1
LAND TITLES ACT
(Section 161)

AFFIDAVIT VERIFYING CORPORATE SIGNING AUTHORITY

I, _____, of BDO Canada Limited the court-appointed receiver and manager of Northpine Energy Ltd. (the "**Corporation**"), make oath and say:

1. I am authorized by the Corporation to execute the instrument (or caveat) without affixing a corporate seal.

SWORN BEFORE ME at the city)
of Calgary, in the Province)
of Alberta, this ___ day of)
_____, 2016)
_____) _____