

COURT FILE NUMBER COURT 2203-18590 COURT OF KING'S BENCH OF ALBERTA

JUDICIAL CENTRE EDMONTON

PLAINTIFF/DEFENDANT BY 1823741 ALBERTA LTD.

COUNTERCLAIM DEFENDANT BY MICHAEL JAMES GANSER

COUNTERCLAIM DEFENDANT/PLAINTIFF BY MARK EDMUND HALDANE

COUNTERCLAIM APPLICANT BDO CANADA LIMITED

DOCUMENT **APPROVAL AND VESTING ORDER**

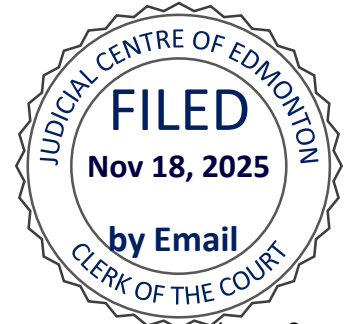
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File No.: 149533-1003

**Counsel for the Applicant BDO Canada Limited**

**UPON THE APPLICATION** of BDO Canada Limited (the "**Applicant**" or "**BDO**") in its capacity as Receiver (the "**Receiver**") of 1823741 Alberta Ltd. and 1872806 Alberta Ltd. (each, a "**Debtor**" and collectively, the "**Debtors**") for an order approving the sale transaction (the "**Transaction**") contemplated by an Asset Purchase Agreement between the Receiver and 2211824 Alberta Ltd. and 1578646 Alberta Ltd. (collectively, the "**Purchaser**") dated October 28, 2025 (the "**APA**"), and appended as the Confidential Supplement to the Second Report of the Receiver. (the "**Second Report**"), vesting in the Purchaser all of the Applicant's right, title and interest in and to the assets described in the APA (the "**Purchased Assets**");

**AND UPON READING** the Order of Justice Lema, dated October 15, 2024 (the "**Receivership Order**"); the Order of Justice Lema, dated July 21, 2025 (the "**SISP Order**"), the Second Report;



the application of the Applicant and supporting materials (the "**Application**"); and the Affidavit of Service of Jessica Watts, filed herewith;

**AND UPON HEARING** submissions by counsel for the Receiver, and any other counsel or other interested parties present; and no one appearing for any other person on the service list, although properly served as it appears from the Affidavit of Service, filed;

**IT IS HEREBY ORDERED AND DECLARED THAT:**

**SERVICE**

1. Service of notice of this Application is hereby declared to be good and sufficient, 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 TRANSACTION**

2. The Transaction is hereby approved and execution of the APA by the Applicant is hereby authorized and approved, with such minor amendments as the Applicant may deem necessary. The Applicant is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for completion of the Transaction and conveyance of the Assets to the Purchaser.

**VESTING OF PROPERTY**

3. Upon 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 Closing Certificate**"), all of the Vendor's right, title and interest in and to the Purchased Assets listed in **Schedule "B"** hereto, shall vest absolutely in the name of the Purchaser (or its nominee), free and clear of and from any and all caveats, security interests, hypothecs, pledges, mortgages, liens, trusts or deemed trusts, reservations of ownership, royalties, options, rights of pre-emption, privileges, interests, assignments, actions, judgements, executions, levies, taxes, writs of enforcement, charges, or other claims, whether contractual, statutory, financial, monetary or otherwise, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, "**Claims**") including, without limiting the generality of the foregoing:

- (a) any encumbrances or charges created by the Receivership Order;
- (b) any charges, security interests or claims evidenced by registrations pursuant to the Personal Property Security Act (Alberta) or any other personal property registry system;
- (c) any liens or claims of lien under the Builders' Lien Act (Alberta) or Prompt Payment and Construction Lien Act (Alberta);

and for greater certainty, this Court orders that all Claims including Encumbrances other than Permitted Encumbrances, affecting or relating to the Purchased Assets are hereby expunged, discharged and terminated as against the Purchased Assets

4. Upon delivery of the Receiver's Closing Certificate, and upon filing of a certified copy of this Order, together with any applicable registration fees, all governmental authorities including those referred to below in this paragraph (collectively, "**Governmental Authorities**") are hereby authorized, requested and directed to accept delivery of such Receiver's Closing Certificate and certified copy of this Order as though they were originals and to register such transfers, interest authorizations, discharges and discharge statements of conveyance as may be required to convey to the Purchaser or its nominee clear title to the Purchased Assets subject only to Permitted Encumbrances. Without limiting the foregoing:

- (a) the Registrar of Land Titles ("Land Titles Registrar") for the lands defined below shall and is hereby authorized, requested and directed to forthwith:
  - (i) cancel existing Certificates of Title No. **151 253 085** for those lands and premises municipally described as 4 – 32532 Range Road 42, Mountain View County, Alberta, and legally described as:

PLAN 0611068  
 BLOCK 1  
 LOT 1  
 EXCEPTING THEREOUT ALL MINES AND MINERALS  
 AREA: 3.227 HECTARES (7.97 ACRES) MORE OR LESS

(the "**Lands**");

- (ii) issue a new Certificate of Title for the Lands in the name of the Purchaser (or its nominee), namely, 2211824 Alberta Ltd. and 1578646 Alberta Ltd.;
    - (iii) transfer to the New Certificate of Title the existing instruments listed in Schedule "C", to this Order, and to issue and register against the New Certificate of Title such new caveats, utility rights of ways, easements or other instruments as are listed in Schedule "C".
  - (c) the Registrar of the Alberta Personal Property Registry (the "**PPR Registrar**") shall and is hereby directed to forthwith cancel and discharge any registrations at the Alberta Personal Property Registry (whether made before or after the date of this Order) claiming security interests (other than Permitted Encumbrances) in the estate or interest of the Vendor in any of the Purchased Assets which are of a kind prescribed by applicable regulations as serial-number goods.
5. In order to effect the transfers and discharges described above, this Court directs each of the Governmental Authorities to take such steps as are necessary to give effect to the terms of this Order and the APA. Presentment of this Order and the Receiver's Closing Certificate shall be the sole and sufficient authority for the Governmental Authorities to make and register transfers of title or interest and cancel and discharge registrations against any of the Purchased Assets of any Claims including Encumbrances but excluding Permitted Encumbrances.
6. No authorization, approval or other action by and no notice to or filing with any governmental authority or regulatory body exercising jurisdiction over the Purchased Assets is required for the due execution, delivery and performance by the Receiver of the APA, other than any required approval by the Energy Regulator referenced in paragraph 3 above.
7. Upon delivery of the Receiver's Closing Certificate together with a certified copy of this Order, this Order shall be immediately registered by the Land Titles Registrar notwithstanding the requirements of section 191(1) of the *Land Titles Act*, RSA 2000, c.L-7 and notwithstanding that the appeal period in respect of this Order has not elapsed. The Land Titles Registrar is hereby directed to accept all Affidavits of Corporate Signing

Authority submitted by the Receiver in its capacity as Receiver of the Debtors and not in its personal capacity.

8. For the purposes of determining the nature and priority of Claims, net proceeds, from 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 from and after delivery of the Receiver's Closing Certificate and all Claims including Encumbrances (but excluding Permitted Encumbrances) shall not attach to, encumber or otherwise form a charge, security interest, lien, or other Claim against the Purchased Assets and may be asserted against the net proceeds from 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. Unless otherwise ordered (whether before or after the date of this Order), the Receiver shall not make any distributions to creditors of net proceeds from sale of the Purchased Assets without further order of this Court, provided however the Receiver may apply any part of such net proceeds to repay any amounts the Receiver has borrowed for which it has issued a Receiver's Certificate pursuant to the Receivership Order.
9. Except as expressly provided for in the APA or by section 5 of the Alberta *Employment Standards Code*, the Purchaser (or its nominee) shall not, by completion of the Transaction, have liability of any kind whatsoever in respect of any Claims against the Debtors.
10. Upon completion of the Transaction, the Debtors and all persons who claim by, through or under the Debtors in respect of the Purchased Assets, and all persons or entities having any Claims of any kind whatsoever in respect of the Purchased Assets, save and except for persons entitled to the benefit of the Permitted Encumbrances, shall stand absolutely and forever barred, estopped and foreclosed from and permanently enjoined from pursuing, asserting or claiming any and all right, title, estate, interest, royalty, rental, equity of redemption or other Claim whatsoever in respect of or to the Purchased Assets, and to the extent that any such persons or entities remain in the possession or control of any of the Purchased Assets, or any artifacts, 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 (or its nominee).

11. 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 Debtors, or any person claiming by, through or against the Debtors.
12. Immediately upon closing of the Transaction, holders of Permitted Encumbrances shall have no claim whatsoever against the Receiver.
13. The Receiver is directed to file with the Court a copy of the Receiver's Closing Certificate forthwith after delivery thereof to the Purchaser (or its nominee).
14. Pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act* (Canada) and section 20(e) of the *Alberta Personal Information Protection Act*, the Receiver is authorized and permitted to disclose and transfer to the Purchaser (or its nominee) all human resources and payroll information in the Debtors' records pertaining to the Debtors' past and current employees. 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) to which the Debtors were entitled.

#### **MISCELLANEOUS MATTERS**

15. Notwithstanding:
  - (a) the pendency of these proceedings and any declaration of insolvency made herein;
  - (b) the pendency of any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c.B-3, as amended (the "BIA"), in respect of the Debtors, and any bankruptcy order issued pursuant to any such applications;
  - (c) any assignment in bankruptcy made in respect of the Debtors; and
  - (d) the provisions of any federal or provincial statute:

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 Debtors and shall not be void or voidable by creditors of the Debtors, nor shall it constitute nor be deemed to be a transfer at undervalue, settlement, fraudulent preference, assignment, fraudulent conveyance, or other reviewable transaction under the BIA 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.

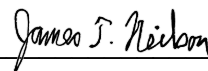
16. The Receiver, the Purchaser (or its nominee) and any other interested party, shall be at liberty to apply for further advice, assistance and direction as may be necessary in order to give full force and effect to the terms of this Order and to assist and aid the parties in closing the Transaction.
17. This Honourable Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in any of its provinces or territories or in any foreign jurisdiction, 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 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 order and to provide such assistance to the Receiver, as an officer of the 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.
18. Service of this Order shall be deemed good and sufficient by:
  - (a) Serving the same on:
    - (i) the persons listed on the service list created in these proceedings;
    - (ii) any other person served with notice of the application for this Order;
    - (iii) any other parties attending or represented at the application for this Order;
    - (iv) the Purchaser or the Purchaser's solicitors; and

(b) Posting a copy of this Order on the Receiver's website at:

<https://www.bdo.ca/services/financial-advisory-services/business-restructuring-turnaround-services/current-engagements/182and187>

and service on any other person is hereby dispensed with.

19. Service of this Order may be effected by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following transmission or delivery of this Order.



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Justice of the Court of King's Bench of Alberta

## SCHEDULE "A"

### Form of Receiver's Certificate

|   |  |
|---|--|
| COURT FILE NUMBER COURT   | 2203-18590<br>COURT OF KING'S BENCH OF ALBERTA   |
| JUDICIAL CENTRE   | EDMONTON   |
| PLAINTIFF/DEFENDANT BY COUNTERCLAIM                                       | 1823741 ALBERTA LTD.   |
| DEFENDANT BY COUNTERCLAIM   | MICHAEL JAMES GANSER   |
| DEFENDANT/PLAINTIFF BY COUNTERCLAIM APPLICANT                             | MARK EDMUND HALDANE<br>BDO CANADA LIMITED  |
| DOCUMENT  | <b>RECEIVER'S CERTIFICATE</b>  |
| ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT | <b>STIKEMAN ELLIOTT LLP</b><br>4200 Bankers Hall West<br>888 – 3 <sup>rd</sup> Street S.W.<br>Calgary, AB T2P 5C5<br><br>Karen Fellowes, K.C. / Isis R. Tse<br>Tel: (403) 724-9469 / (403) 724-9488<br>Fax: (403) 266-9034<br>Email: kfellowes@stikeman.com / itse@stikeman.com<br>File No.: 149533-1003 |

**Counsel for the Applicant BDO Canada Limited**

### RECITALS

- A. Pursuant to an Order of the Honourable Justice Lema of the Court of King's Bench of Alberta, Judicial District of Edmonton (the "**Court**") dated October 15, 2024 (the "**Receivership Order**"), BDO Canada Limited was appointed as the receiver (the "**Receiver**") of the undertakings, property and assets of 1823741 Alberta Ltd. ("**182**") and 1872806 Alberta Ltd. ("**187**" and collectively with 182, the "**Debtors**" and each respectively a "**Debtor**") and all property listed in Schedule A and paragraph 2 of the Receivership Order;

- B. Pursuant to an Order of the Court dated November 4, 2025, the Court approved the agreement of purchase and sale made as of October 28, 2025 (the “**Asset Purchase Agreement**”) between the Receiver and 2211824 Alberta Ltd. and 1578646 Alberta Ltd. (collectively, the “**Purchasers**”) and provided for the vesting in the Purchasers of the Vendors’ 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 8 of the APA 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, capitalized terms have the meanings set out in the APA.

**THE RECEIVER CERTIFIES** the following:

1. The Purchasers (or their nominee) have paid and the Receiver has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Asset Purchase Agreement;
2. The conditions to Closing as set out in section 8 of the APA have been satisfied or waived by the Receiver and the Purchasers (or their 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]**.

**BDO Canada Limited**, in its capacity as Receiver of the undertakings, property and assets of 1823741 Alberta Ltd. and 1872806 Alberta Ltd., and not in its personal capacity.

**Per:** \_\_\_\_\_

**Name:**

**Title:**

## **SCHEDULE “B”**

### **Purchased Assets**

All capitalized terms not otherwise defined herein, Schedule and Section references shall bear the meanings given them in the asset purchase agreement (the “**APA**”) between the Receiver and Purchaser dated October 24, 2025, as amended.

All of the Vendor’s right, title and interest in and to all of the Vendor’s Purchased Assets, as defined in Schedule A of the APA, whether real or personal, tangible or intangible, of every kind and description and wheresoever situate, excluding the Excluded Assets, as defined in Schedule G of the APA.

## **SCHEDULE "C"**

### **Permitted Encumbrances**

751 056 163 – Utility Right of Way

981 120 779 – Caveat

061 133 952 – Caveat

071 295 087 – Caveat