

COURT FILE NUMBER 1501 11817
 COURT COURT OF QUEEN'S BENCH OF ALBERTA
 JUDICIAL CENTRE CALGARY
 PLAINTIFF EASY LOAN CORPORATION and MIKE TERRIGNO
 DEFENDANTS BASE MORTGAGE & INVESTMENTS LTD., BASE FINANCE LTD., ARNOLD BREITKREUTZ, SUSAN BREITKREUTZ, SUSAN WAY and GP ENERGY INC.



DOCUMENT **ORDER**

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

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

OSLER, HOSKIN & HARCOURT LLP
 Barristers & Solicitors
 Suite 2500, 450 – 1st Street SW
 Calgary, AB T2P 5H1
 Solicitor: Randal Van de Mosselaer / Emily Paplawski
 Telephone: 403.260.7082 / 7071
 Facsimile: 403.260.7024
 Email: rvandemosselaer@osler.com / epaplawski@osler.com
 File No.: 1196307

Dated this 11 day of April 2019
S. Green
 for Clerk of the Court

DATE ON WHICH ORDER WAS PRONOUNCED: April 9, 2019

NAME OF JUSTICE WHO MADE THIS ORDER: The Honourable Mr. Justice P. Jeffrey

LOCATION OF HEARING: Calgary Courts Centre
 601 – 5th Street SW
 Calgary, AB

UPON THE APPLICATION OF BDO Canada Ltd., in its role as Receiver (the “**Receiver**”) without security of all the current and future assets, undertakings, and properties of every nature and kind whatsoever, and wherever situate, of Base Mortgage & Investments Ltd. and Base Finance Ltd. (the “**Debtors**”) pursuant to the Order of the Honourable Mr. Justice Yamauchi, granted October 15, 2015 (as amended on November 6, 2016, collectively, the “**Receivership Order**”); AND UPON reviewing the Third Report of the Receiver, dated May 9, 2016, the Seventh Report of the Receiver, dated January 14, 2019, and the Eighth Report of the Receiver, dated March 7, 2019, (the “**Eighth Report**”), the First Supplemental Report to the Receiver’s Eighth Report, dated March 27, 2019 (the “**First Supplemental Report**”) and the

Second Supplemental Report to the Receiver's Eighth Report, dated April 3, 2019 (the "**Second Supplemental Report**"); AND UPON reviewing the Affidavits of Mike Terrigno, sworn January 22, 2019 and March 30, 2019, and the Affidavit of Luigi Pisano, sworn April 7, 2019 (the "**Pisano Affidavit**"); AND UPON hearing from counsel for the Receiver, Mike Terrigno, Luigi Pisano and any other interest party; AND UPON reviewing the Affidavit of Service of Maureen Pohl, sworn March 20, 2019; **IT HEREBY ORDERED AND DECLARED THAT:**


1. The Receiver's accounts and the accounts of its former counsel, Billington Barristers LLP ("**Billington**"), as set out in the Eighth Report, less the agreed reduction by the Receiver and Billington of 15% of their respective professional fees (Billington for the duration of its engagement, and the Receiver up to November 30, 2018) are hereby approved.

2. The transaction (the "**Transaction**") contemplated by the Assignment Agreement which is attached as Exhibit A to the Pisano Affidavit (the "**Assignment Agreement**") is hereby approved and execution of the Assignment 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 completion of the Transaction and conveyance of the Assigned Interest to the Purchaser (as those terms are defined in the Assignment Agreement).

3. Upon payment of the Purchase Price under the Assignment Agreement, all of the Receiver's right, title and interest in and to the Assigned Interest shall vest absolutely in the name of the Purchaser, 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, 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.



J.C.Q.B.A.