Court File No. CV-21-00659187-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

B E T W E E N:

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND DOMENICO SERAFINO AS A PERSON INTERESTED IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF HYDRX FARMS LTD., CANNSCIENCE INNOVATIONS INC. AND SCIENTUS PHARMA INC.

Applicant

BOOK OF AUTHORITIES

July 23, 2021

DICKINSON WRIGHT LLP
Barristers & Solicitors
199 Bay Street
Suite 2200, Box 447
Commerce Court Postal Station
Toronto, ON M5L 1G4

David P. Preger LSO# 36870L
Tel: (416) 646-4606
dpreger@dickinsonwright.com

Lisa Corne LSO# 27974M
Tel: 416 646 4608
LCorne@dickinson-wright.com

Jacky Cheung LSO# 79336H
Tel: 416 646 6878
JCheung@dickinson-wright.com

Lawyers for Cobra Ventures Inc.

TO: **SERVICE LIST**

INDEX

Authority	Tab
RE: IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED AND DOMENICO SERAFINO AS A PERSON INTERESTED IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF HYDRX FARMS LTD., CANNSCIENCE INNOVATIONS INC. AND SCIENTUS PHARMA INC., 2021 ONSC 4734	**1**
Entrec Corporation, Capstan Hauling Ltd., Entrec Capital Corp., Entrec Cranes & Heavy Haul Inc., Entrec Holdings Inc., Ent Oilfield Group Ltd., and Entrec Services Ltd., ABQB, Order granted November 24, 2020	**2**
Accel Canada Holdings Limited and Accel Energy Canada Limited, ABQB, Order granted April 30, 2020	**3**
Walton International Group Inc. et al., ABQB, Order granted April 20, 2018	**4**
Sanjel Corporation et al., ABQB, Order granted September 28, 2016	**5**
Argent Energy Trust, Argent Energy (Canada) Holdings Inc. and Argent Energy (US) Holdings Inc., ABQB, Order granted June 27, 2016	**6**
Broadacre Agriculture Inc., and Wigmore Farms Ltd., ABQB, Order granted July 29, 2015	**7**
Poseidon Concepts Corp. et al., ABQB, Order granted September 27, 2013	**8**
Fairwest Energy Corporation, ABQB, Order granted May 29, 2013	**9**
Carillion Canada Holdings Inc., Carillion Canada Inc., Carillion Canada Finance Corp., Carillion Construction Inc., Carillion Pacific Construction Inc., Carillion Services Inc., Carillion Services (FSCC) Inc., Bearhills Fire Inc., Outland Camps Inc., Outland Resources Inc., Rokstad Power GP Inc., 0891115 BC Ltd., Golden Ears Painting & Sandblaksting Ltd., Plowe Power Systems Ltd., and Carillion General Partner (B.C.) Limited, Ont. SCJ, Order granted October 18, 2019	**10**
Comstock Canada Ltd., Ont. SCJ, Orders granted August 14, 2009 and October 3, 2012	**11**
Nortel Networks Corporation, Ont. SCJ, Orders granted August 14, 2009 and October 3, 2012	**12**
North American Tungsten Corporation Ltd., BCSC, Order granted November 17, 2015	**13**

TAB 1

CITATION: Serafino (Re), 2021 ONSC 4734
COURT FILE NO.: CV-21-00659187-00CL
DATE: 20210712

SUPERIOR COURT OF JUSTICE – ONTARIO
(COMMERCIAL LIST)

RE: IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED

AND DOMENICO SERAFINO AS A PERSON INTERESTED IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF HYDRX FARMS LTD., CANNSCIENCE INNOVATIONS INC. AND SCIENTUS PHARMA INC.

BEFORE: Wilton-Siegel, J.

COUNSEL: *D. Preger, L. Corne* and *J. Cheung*, for the Moving Party, Cobra Ventures Inc.

R. Slattery, S. Nassabi and *T. Dunn*, for the Respondent, Domenico Serafino

J. Larry, for the Monitor, Schwartz Levitsky Feldman Inc.

HEARD: June 30, 2021

ENDORSEMENT

[1] By motion record dated April 23, 2021, Cobra Ventures Inc. ("Cobra") sought certain determinations regarding the indebtedness owing by the debtor, HydRx Farms Ltd. ("HydRx"), to Cobra (the "Cobra Secured Indebtedness"), the validity and enforceability of a senior secured convertible debenture issued by HydRx currently held by Cobra, and Cobra's entitlement to credit bid up to the full amount of the Cobra Secured Indebtedness, including in any sale and investment solicitation process approved in this proceeding under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "*CCAA*"). The relief sought was opposed by Domenic Serafino ("Serafino"), a director of HydRx, who has, in turn, sought certain declarations that would limit the amount of the Cobra Secured Indebtedness and Cobra's entitlement to credit bid the Cobra Secured Indebtedness in any sale and investment solicitation process. By an endorsement dated June 30, 2021, the Court denied the relief sought by Serafino for written reasons to follow. This endorsement sets out the Court's reasons for that determination.

Factual Background

[2] The following are the relevant facts in this matter.

[3] HydRx is a corporation incorporated under the *Canada Business Corporations Act*, R.S.C. 1985, c. C-44 (the "*CBCA*"). In 2017, HydRx, the debtor in these proceedings under the *CCAA*, issued a senior secured convertible debenture in the principal amount of $11.5 million (the

2

"Debenture") to Aphria Inc. ("Aphria"). The Debenture was secured against all of the property and undertaking of HydRx and was registered against HydRx's real property in Whitby, Ontario.

[4] The maturity date of the Debenture was originally August 14, 2019. It was subsequently extended to November 12, 2019, and further extended until the earlier of January 30, 2020 and the date of the occurrence of a termination event under a support agreement between Aphria and HydRx. On January 20, 2020, Aphria demanded repayment and issued a notice of intention to enforce security.

[5] In July 2020, after a sales process, Aphria agreed to sell the Debenture for $5 million to Cobra. The sale closed on September 28, 2020. The assignment of the Debenture from Aphria to Cobra was registered against title to HydRx's real property. At all relevant times, the only asset of Cobra was the Debenture.

[6] Cobra is a corporation that was incorporated by World Class Extractions Inc. ("WCE"). At the time of acquisition of the Debenture, Cobra was owned, as to 50%, by WCE and, as to 50%, by 2775361 Ontario Inc. ("277"). The owner of WCE is Leo Chamberland ("Chamberland"). 277 is owned, as to 60%, by personal friends of Richard Goldstein ("Goldstein") and, as to 40%, by First Republic Holdings Corporation ("FRHC"). FRHC is Goldstein's family holding corporation. He is the president and sole director of that corporation. At all relevant times, it appears that Goldstein was the controlling mind of FRHC.

[7] At the time of entering into the transaction to acquire the Debenture in Cobra, Goldstein and Chamberland contemplated using the Debenture in a possible recapitalization plan of HydRx which would have involved the conversion of the Debenture and a further equity financing of HydRx (the "July Plan"). Chamberland and Goldstein discussed the July Plan with Serafino, a director of HydRx, in July 2020. However, no commitments were entered into at that time and the July Plan never progressed beyond a preliminary stage. No agreement on any version of the July Plan was ever reached.

[8] On September 6, 2020, the HydRx board of directors, apart from Serafino, resigned when its D&O insurance carrier refused to renew coverage. On October 23, 2020, Goldstein and Rosie Mondin ("Mondin"), a senior executive of WCE, became directors of HydRx.

[9] On October 7, 2020, Cobra entered into a loan agreement with Rydan Financial Inc. ("Rydan"), pursuant to which Cobra borrowed $1 million (the "Rydan Loan Transaction"). While it appears that the net proceeds of this loan were advanced by Cobra to HydRx to fund its on-going operations, this fact does not form any part of the Court's determination. As security for the loan, Cobra granted an assignment of the Debenture to Rydan. On October 23, 2020, Cobra registered a transfer of charge respecting the assignment on the title to HydRx's real property.

[10] In November and December 2020, Chamberland and Goldstein had a falling out. The parties dispute the reasons for this development. At a minimum, however, it is clear that Goldstein and Chamberland could not reach an agreement on implementing any version of the July Plan. The exact reasons for their differences are not relevant to the issues in this proceeding.

3

Chamberland and Goldstein agreed that the first of them who was able to buy out the other would be entitled to do so.

[11] On December 22, 2020, Goldstein caused Cobra to demand payment of the Debenture from HydRx and to issue notices of intention to enforce its security.

[12] On December 29, 2020, Cobra, 277 and Windsor Private Capital Limited Partnership ("Windsor") entered into a term sheet for the provision of a loan to Cobra (the "Term Sheet"). The terms of the loan were finalized in a commitment letter dated January 15, 2021 (the "Commitment Letter"). Pursuant to the Commitment Letter, Windsor loaned Cobra $4 million, repayable in one year. The loan was secured by an assignment of the Debenture and a guarantee of 277 (the "Windsor Loan Transaction"). The Term Sheet also provided that Windsor would receive a 10% interest in Cobra.

[13] Cobra used the proceeds of the Windsor Loan Transaction to repay the loan under the Rydan Loan Transaction and to purchase WCE's 50% interest in Cobra (the "Cobra Buy-Out Transaction"). A portion of the remaining proceeds of the loan, which were approximately $358,000, were used to meet HydRx's immediate liquidity needs. As a result of these transactions, Cobra is now owned 90% by 277 and 10% by Windsor. Mondin resigned as a director of Cobra upon the closing of the Cobra Buy-Out Transaction.

[14] On March 22, 2021, Serafino, as an "interested person", sought and obtained an initial order under s. 11 of the *CCAA* with respect to HydRx. He took this step on an *ex parte* basis, as the board of directors, being comprised of only Serafino and Goldstein, was deadlocked. Schwartz Levitsky Feldman Inc. was appointed as the monitor (the "Monitor").

[15] By order dated April 30, 2021, the Court approved a sale and investment solicitation process (the "SISP") for HydRx. As part of the SISP, the Monitor sought a process to determine the amount, if any, owing by HydRx to Cobra together with any issues affecting the ability of Cobra to credit bid Cobra's claim in the SISP. That has resulted in the motions before the Court.

<u>These Proceedings</u>

[16] As mentioned, on April 23, 2021, Cobra commenced this motion seeking declarations that

(1) the indebtedness owing to Cobra by HydRx is in the amount of approximately $14.8 million as at March 31, 2021;

(2) the indebtedness owing to Cobra is secured by valid and enforceable security over all of HydRx's property; and

(3) Cobra is entitled to credit bid up to the full amount of such indebtedness including in any sale and investment solicitation process.

[17] Serafino opposed the Cobra motion. He alleges that Goldstein breached his statutory obligations under s. 120 of the *CBCA* in respect of the Cobra Buy-Out Transaction, the Rydan Loan Transaction and the Windsor Loan Transaction. He submits that Goldstein was required (a)

4

to make proper disclosure of each transaction to the board of directors of HydRx, as it existed at the time of such transactions, and (b) to obtain the approval of the board of directors to his participation in such transactions and his right to profit in such transactions.

[18] Serafino sought an order (1) prohibiting Goldstein and Cobra from profiting from the Debenture and requiring each of Goldstein and Cobra to account to HydRx for any profit or gain realized as a result of Cobra's acquisition of the Debenture; and (2) further reducing any entitlement of Cobra under the Debenture in an amount equal to the costs incurred by HydRx in respect of the *CCAA* proceedings which would not have been necessary but for the need to protect HydRx from Goldstein as a director, whose actions he characterized as "defaulting and predatory". Alternatively, should Cobra be found to have no entitlement to payment under the Debenture, Serafino sought (3) an order for damages against each of Goldstein and Cobra in an amount equal to the costs incurred by HydRx in respect of the *CCAA* proceedings which would not have been necessary but for the need to protect HydRx from Goldstein; and (4) a declaration that Windsor is not an innocent arm's length third party creditor for value without notice of irregularities and, as such, is not entitled to (i) recover any amount over and above the amount that is found to be owing by HydRx to Cobra, if any; and (ii) a security interest over the real and personal property assets of HydRx to support the loan obligations of Cobra to Windsor.

The Issues

[19] The Court advised Cobra that, in its opinion, the record before it was not sufficient to determine the second declaration sought, which amounted to a corporate law opinion and was, in any event, typically the responsibility of legal counsel to a monitor in proceedings under the *CCAA*. Serafino advised the Court subsequent to the hearing that he does not oppose Cobra's request for an order that the indebtedness owing to Cobra by HydRx is in the amount of approximately $14.8 million as at March 31, 2021. Accordingly, an order to this effect shall issue.

[20] The hearing on Cobra's motion was limited to the issues of the amount of the Cobra Secured Indebtedness and Cobra's entitlement to credit bid such indebtedness in any SISP.

[21] In this respect, Serafino raised three issues in his Factum:

(1) whether Goldstein discharged his statutory duty of disclosure under s. 120 of the *CBCA*;

(2) if not, whether Goldstein and Cobra are entitled to profit from Cobra's acquisition of the Debenture; and

(3) if not, whether HydRx is entitled to damages or protection from the economic loss resulting from Goldstein's breach of his statutory obligations as a fiduciary of HydRx.

[22] In view of the disposition below of the first issue, however, it is not necessary to address the remaining two issues.

5

Did Goldstein Fail to Comply with Statutory Obligations of Disclosure Under Section 120 of the *CBCA*?

[23] As mentioned, Serafino argues that Goldstein breached s. 120 of the *CBCA* in failing to give notice to the board of HydRx of, and to receive the approval of the board for, the Rydan Loan Transaction, the Windsor Loan Transaction and the Cobra Buy-Out Transaction.

[24] The relevant provisions of s. 120 of the *CBCA* read as follows (italics added):

> 120 (1) A director or an officer of a corporation shall disclose to the corporation, in writing or by requesting to have it entered in the minutes of meetings of directors or of meetings of committees of directors, the nature and extent of any interest that he or she has in a material contract or material transaction, whether made or proposed, *with the corporation*, if the director or officer
>
> (a) is a party to the contract or transaction;
>
> (b) is a director or an officer, or an individual acting in a similar capacity, of a party to the contract or transaction; or
>
> (c) has a material interest in a party to the contract or transaction.
>
> (2) The disclosure required by subsection (1) shall be made, in the case of a director,
>
> (a) at the meeting at which a proposed contract or transaction is first considered;
>
> … or
>
> (d) if an individual who is interested in a contract or transaction later becomes a director, at the first meeting after he or she becomes a director….
>
> (8) If a director or an officer of a corporation fails to comply with this section, a court may, on application of the corporation or any of its shareholders, set aside the contract or transaction on any terms that it thinks fit, or require the director or officer to account to the corporation for any profit or gain realized on it, or do both those things.

[25] Serafino argues that the Debenture is a material contract of HydRx. Accordingly, Serafino suggests that any transactions involving the Debenture or the assignment of the Debenture, whether by way of security or otherwise, constitute transactions with HydRx for the purposes of s. 120 of the *CBCA*. On this theory, because each of the Rydan Loan Transaction, the Windsor Loan Transaction and the Cobra Buy-Out Transaction involved dealing, directly or indirectly, with the Debenture, and because Goldstein had an interest in Cobra, Serafino argues that he was required to give notice of each of these transactions to HydRx and obtain the approval of the board of directors of HydRx.

6

[26] Two more specific arguments underly the general proposition expressed above. First, Serafino argues that Cobra, and therefore Goldstein, acquired an interest in a material contract with HydRx when Cobra purchased the Debenture from Aphria and acquired a further interest in the Cobra Buy-Out Transaction. In addition, Serafino characterizes each of the Rydan Loan Transaction and the Windsor Loan Transaction as involving, in substance, the pledge of HydRx's assets for the benefit of Goldstein as an interested party in Cobra. He argues that these transactions therefore constituted transactions with HydRx in which Goldstein was interested and therefore required compliance with s. 120.

[27] I do not accept these submissions for the following reasons.

[28] First, and most importantly, I do not think that it is correct that any transactions involving the Debenture, or the assignment of the Debenture, constitute transactions with HydRx for the purposes of s. 120. Section 120 pertains to contracts or transactions "with the corporation". None of the Rydan Loan Transaction, the Windsor Loan Transaction and the Cobra Buy-Out Transaction constituted such a contract or a transaction.

[29] The Rydan Loan Transaction and the Windsor Loan Transaction were each transactions solely between Cobra and Rydan or Windsor, respectively. While it is correct that Cobra assigned its rights as the holder of the Debenture to its lenders, HydRx had no involvement whatsoever in these loan transactions. In particular, as a contractual matter, Cobra did not require the approval of HydRx to enter into or complete these transactions. There was also no legal or economic effect whatsoever upon HydRx as a result of these transactions.

[30] Similarly, the Cobra Buy-Out Transaction constituted a transaction solely between WCE and 277 under which 277 acquired WCE's 50% shareholding in Cobra. There was no contractual obligation of an assignor of the Debenture to obtain the approval of HydRx. HydRx had no involvement in this transaction and no right to participate in any manner. Nor was there any effect whatsoever upon HydRx's legal or economic position as a result of this transaction.

[31] Second, Serafino says that s. 120 should be interpreted liberally to catch all instances in which a director or officer of a corporation benefits from a transaction involving the corporation. For this reason, he suggests that the phrase "material transaction … with the corporation" should extend to the present circumstances. In particular, he suggests that the *CBCA* amendment in 2001 which introduced the term "material transaction" into s. 120 was intended to enlarge the scope of s. 120 to include transactions of the nature involved in this proceeding.

[32] However, there is no support for this interpretation of the scope of a "material transaction" in s. 120. In particular, there is nothing in the wording of the *Analysis of the Changes to the Canada Business Corporations Act* issued by the Government of Canada in connection with the amendments to the *CBCA* in 2001, upon which Serafino relies, that supports his view of the intention of the insertion of the word "transaction". Instead, consistent with the purpose of s. 120, as discussed below, I think it is clear that the use of the word "transactions" was intended to do no more than capture transactions that do not involve a formal contract between a corporation and a director or officer of the corporation, an entity in which a director or officer of the corporation has

7

a material interest, or an entity of which a director or officer of the corporation is also a director or officer.

[33] Third, Serafino acknowledges that he has been unable to identify any case law in which a court has applied s. 120 to a contract or transaction in which the corporation at issue was not a party. In fact, in the only case directly on point, *Roppovalente v. Daris*, 2020 ONSC 5290, 12 B.L.R. (6th) 145, while admittedly dealing with very different circumstances, Ryan Bell J. reached the opposite conclusion at para. 26:

> Section 120(1) captures material contracts or transactions, or proposed material contracts or transactions, with the corporation – in this case, BCO Group. The s. 120 conflict of interest regime applies where a director or officer has an interest in a material contract with the corporation. … Read in the context of the section as a whole, it is plain that the "contract or transaction" referred to in s. 120(8) that may be set aside must be (a) material, (b) with the corporation, and (c) one in which the director or officer is, directly or indirectly, a party, or has a material interest….

[34] The nature of the contract or transaction contemplated by s. 120 is, in fact, reflected in the case law cited by Serafino for the definition of materiality under s. 120. For example, in *McAteer v. Devoncroft Developments Ltd*., 2001 ABQB 917, 307 A.R. 1, at para. 309, the court cited with approval the following passage in Professor B.L. Welling in *Corporate Law in Canada: The Governing Principles*, 2nd ed. (Vancouver: Butterworths, 1991) at pp 452-453. The italicized language specifically contemplates transactions directly between the corporation and an entity in which a director is interested:

> What is meant by "material".... In the context of conflict of interest contracts, the meaning of "material contract" and "material interest" is conditioned by the purpose behind the section. *The purpose is to identify those negotiations in which a corporate manager's ability to bargain effectively on behalf of the corporation may be inhibited by some interest he has in the other side.* Any personal relationship or monetary interest he may have in the other side that might be thought to be an inhibiting factor is a material interest if disclosure of the relationship or interest might be relevant to the corporate decision *whether to involve the particular manager in the negotiations*. *Whether to participate in a proposed contract is a corporate decision and the corporation is entitled to full disclosure from its fiduciaries of all facts that might affect that decision*. [Emphasis added.]

[35] Similarly, at para. 62 of *Zysko v. Thorarinson*, 2003 ABQB 911, 345 A.R. 139, the court cited with approval the statement of Lax J. in *UPM-Kymmene Corp. v. UPM-Kymmene Miramichi Inc.* (2002), 214 D.L.R. (4th) 496 (Ont. S.C.), at para. 194, that "[t]he purpose of section 120 of the *CBCA* is to mitigate the strictness of the common law principle relating to contracts between a director and a corporation."

[36] Fourth, there is no policy need for such an extensive operation of s. 120. Section 120 addresses circumstances in which the personal interest of a director or officer in a contract or a transaction may prejudice the corporation in the negotiation of the contract or transaction because

8

of a conflict of interest on the part of the director or officer. Other provisions of the *CBCA* and common law principles are available to police actions of directors or officers in bad faith or in breach of their fiduciary duties as directors. Section 120 is not necessary to provide a remedy in all circumstances in which a director or officer of a corporation acts in the director's or officer's own interests in respect of shares or debt of the corporation owned by the director.

[37] I also do not accept the specific conceptual characterizations of the Rydan Loan Transaction, the Windsor Loan Transaction and the Cobra Buy-Out Transaction upon which Serafino grounds his arguments for the following reasons.

[38] First, I do not think it is conceptually correct to characterize the Debenture as a material contract of HydRx in the sense contemplated by s. 120 of the *CBCA*. I accept that it is a material obligation of HydRx, but that is not the same as saying that it is a "material contract … with the corporation" for the purposes of s. 120.

[39] Serafino's argument that the Debenture is a material contact in which Goldstein is interested assumes that, upon an assignment of the Debenture to Cobra, a contract arose between HydRx and the assignee. Because Goldstein has a material interest in Cobra, Serafino says that the assignment of the Debenture to Cobra therefore gave rise to a material contract between HydRx and Cobra in which Goldstein has a material interest. For this reason, Serafino says that Goldstein was required pursuant to s. 120 to give HydRx notice of Cobra's acquisition of the Debenture upon becoming a director of HydRx. On the same theory, he argues that Goldstein was required to give notice of his proposed indirect acquisition of a further 40% interest in the Debenture pursuant to the Cobra Buy-Out Transaction and to receive the approval of the HydRx board to that transaction prior to completion.

[40] I do not think that this is an accurate characterization of the position of a debenture holder for the purposes of s. 120. The Debenture consists of an acknowledgement of a liability, a promise to repay the principal with interest, and a bundle of rights granted by HydRx to the holder of the Debenture from time to time which the holder may exercise in the event of non-payment. The issuance of the Debenture did not entail, or give rise to, any obligations of the holder of the Debenture that could be construed to establish a contract between the holder and HydRx. In the hands of the holder of the Debenture, it is an asset rather than the subject of a contract with HydRx.

[41] Similarly, I think that it is conceptually incorrect to suggest that an assignment by way of security or a pledge of a secured debenture constitutes a charge over the assets of the issuer of the debenture and, therefore, the use of assets of the issuer corporation for the benefit of parties who have an interest in the assignor or pledgor. Accordingly, I do not think that it is correct to suggest that Cobra pledged HydRx's assets for its benefit, or Goldstein's benefit, in connection with these transactions. For the same reason, I do not think it is correct to say that Goldstein caused Cobra to pledge or charge the assets of HydRx for his benefit pursuant to the Rydan Loan Transaction or the Windsor Loan Transaction. The assets of HydRx were charged by the Debenture at the time of, and upon the issue of, the Debenture. Cobra merely granted security over the package of rights constituted by the Debenture in its hands as the holder of the Debenture, which were limited to the rights of the holder of the Debenture to realize against the HydRx assets if HydRx failed to repay the debt evidenced by the Debenture.

9

[42] Lastly, I note the following matters in respect of Serafino's position. In his Factum, Serafino argues that Goldstein used his fiduciary position as a director of HydRx to orchestrate events in such a manner as to effect either an acquisition of the HydRx business for the $5 million it cost Cobra to acquire the Aphria Debenture or a realization upon the assets of HydRx for his material personal benefit to the disadvantage of the stakeholders of HydRx that he was duty bound to protect. However, Serafino does not point to any action that Goldstein took as a director that had either effect.

[43] This is not an action for an alleged breach of a corporate opportunity of HydRx. There is also no allegation that Goldstein used any confidential corporate information of HydRx. Nor does Serafino allege any negotiations respecting any of the Rydan Loan Transaction, the Windsor Loan Transaction or the Cobra Buy-Out Transaction that gave rise to a conflict of interest between Goldstein's personal interest and the interest of HydRx. Because the transactions by which Goldstein indirectly acquired his 90% interest in the Debenture were between Cobra and Aphria in respect of the Aphria Transaction, and between Goldstein and Chamberland in respect of the Cobra Buy-Out Transaction, any "profit" that Cobra might make on the redemption of the Debenture was at the expense of Aphria and Chamberland, respectively, who will have sold their interests in the Debenture at less than market price. There is no sense in which any such "profit" will be realized at the expense of HydRx.

[44] Serafino's argument is ultimately that Goldstein was required to give notice of, and receive the approval for, transactions to which HydRx was not a party solely because he was a director of HydRx at the time. As discussed above, however, there is no policy basis for compliance with s. 120 in such circumstances. Moreover, fundamentally, Serafino's objection is not with any of these three transactions but rather with the fact that Cobra will be able to credit bid in the SISP in an amount that is greater than the amount paid by it for the Debenture. That situation arose because Aphria chose to sell the Debenture at a discount. The possibility of such a credit bid existed from the moment Cobra acquired the Debenture, before Goldstein became a director. HydRx could have repurchased the Debenture from Aphria to avoid this situation. The record does not disclose whether or not it participated in the Aphria sales process.

[45] In any event, while Serafino says that he does not seek to challenge the well accepted authority that indebtedness and security can be purchased at a deep discount, I think that that is exactly what he is doing in arguing that Goldstein's position alone as a director overrides the rights of a debenture holder in an insolvency. None of the Rydan Loan Transaction, the Windsor Loan Transaction and the Cobra Buy-Out Transaction had any effect whatsoever upon HydRx. It was in default before, and it remained in default after, each of these transactions. The fact that, after the Cobra Buy-Out Transaction and the Windsor Loan Transaction, Cobra was no longer owned as to 50% by Chamberland, whom HydRx would have the Court believe would never have demanded payment of the Debenture, and was thereafter controlled by Goldstein, who determined to have Cobra enforce its rights under the Debenture, is of no legal significance to HydRx. However, it demonstrates that Serafino's real objection is that Cobra intends to exercise its rights under the Debenture in these *CCAA* proceedings. Section 120 cannot serve as a substitute for an action specifically addressing the propriety of that action by Goldstein and Cobra to the extent grounds for such an action exist. In my view, as discussed above, the scope of s. 120 is limited to transactions between a corporation and a director or officer of the corporation, an entity in which

10

a director or officer of the corporation has a material interest, or an entity of which a director or officer of the corporation is also a director or officer.

[46] Based on the foregoing, Serafino's requested relief is denied in its entirety and an order shall issue that Cobra is entitled to credit bid up to the full amount of the indebtedness owing under the Debenture, including in any sale and investment solicitation process conducted in these *CCAA* proceedings.

Wilton-Siegel, J.

Released: July 12, 2021

TAB 2

Clerk's stamp:

COURT FILE NUMBER	2001 06423
COURT	COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE	CALGARY
APPLICANTS	IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED AND IN THE MATTER OF THE COMPROMISE OR ARRANGEMENT OF ENTREC CORPORATION, CAPSTAN HAULING LTD., ENTREC CAPITAL CORP., ENTREC CRANES & HEAVY HAUL INC., ENTREC HOLDINGS INC., ENT OILFIELD GROUP LTD., and ENTREC SERVICES LTD.
DOCUMENT	**CCAA TERMINATION ORDER**
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	MILLER THOMSON LLP Barristers and Solicitors 2700, 10155 - 102 Street Edmonton, AB, Canada T5J 4G8 Phone: 780.429.9746 Fax: 780.424.5866 Lawyer's Name: Rick T.G. Reeson Q.C. / Asim Iqbal / Mark Siry Lawyer's Email: rreeson@millerthomson.com aiqbal@millerthomson.com msiry@millerthomson.com File No.: 144572.3

DATE ON WHICH ORDER WAS PRONOUNCED:	**November 24, 2020**
LOCATION WHERE ORDER WAS PRONOUNCED:	**Calgary, Alberta**
NAME OF JUSTICE WHO MADE THIS ORDER:	The Honourable Justice B. E. Romaine

UPON THE APPLICATION by ENTREC Corporation, Capstan Hauling Ltd., ENT Capital Corp., ENTREC Cranes & Heavy Haul Inc., ENTREC Holdings Inc., ENT Oilfield Group Ltd., and ENTREC Services Ltd. (collectively, the "**Applicants**") for an order, among other things, approving the fees and disbursements of the Monitor (as defined below) and its counsel, approving distributions to the Agent (as defined below), establishing a Reserve (as defined below)

and enhancing the powers of the Monitor, terminating these CCAA proceedings upon the filing by the Monitor of the Monitor's Termination Certificate (as defined below); upon the filing of the Monitor's Termination Certificate, discharging the Monitor and providing for a broad release of claims against the Monitor and its counsel; providing for a release in favour of the Applicants' Directors and Officers (as defined below); releasing the Charges upon the filing by the Monitor of the Charge Release Certificate (as defined below) or the Monitor's Termination Certificate; and extending the stay of proceedings under the earlier of the CCAA Termination Date (as defined below) and February 26, 2021;

AND UPON HAVING READ the Initial Order of this Court dated May 15, 2020 (the "**Initial Order**"); the Amended and Restated Initial Order of this Court dated May 25, 2020 (the "**ARIO**"), the Affidavit of John Stevens sworn September 28, 2020 and the Second Supplemental Affidavit of John Stevens sworn November 16, 2020 (the "**Stevens Affidavit**"), and the Fourth Report of Alvarez & Marsal Canada Inc. ("**A&M**") in its capacity as Court-appointed Monitor (in such capacity, the "**Monitor**") of the Applicants dated August 24, 2020 (the "**Fifth Report**"), the Sixth Report of the Monitor dated October 26, 2020 (the "**Sixth Report**") and the Seventh Report of the Monitor dated November 18, 2020 (the "**Seventh Report**") together with confidential appendices "D" and "F" to the Seventh Report (collectively, the "**Confidential Appendices**"); **AND UPON HEARING** the submissions of counsel for the Applicants, counsel for the Monitor and counsel for Wells Fargo Capital Finance Corporation Canada, as agent (the "**Agent**") for a syndicate of lenders (the "**Syndicate**"), independent counsel for the Applicants' board of directors, no one appearing for any other person on the service list, although properly served as appears from the Affidavit of Service, filed;

SERVICE

1. Service of notice of this application and supporting materials 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.

INTERPRETATION

2. Capitalized terms used but not otherwise defined in this Order shall have the meaning given to such terms in the Stevens Affidavit.

3. In this Order, the definitions of the following terms are as follows:

   (a) "**D&O Claims**" means any and all demands, claims (including claims for contribution and indemnity), actions, causes of action, counterclaims, suits, debts,

sums of money, liabilities, accounts, covenants, damages, judgments, orders (including orders for injunctive relief or specific performance and compliance orders), expenses, executions, encumbrances and recoveries on account of any liability, obligation, demand or cause of action of whatever nature that any creditor or any other person has or may be entitled to assert (including for, in respect of or arising out of environmental matters, pensions or post-employment benefits), whether known or unknown, matured or unmatured, contingent or actual, direct, indirect or derivative, at common law, in equity or under statute, foreseen or unforeseen, existing or hereafter arising, based in whole or part on any act, omission, transaction, duty, responsibility, indebtedness, liability, obligation, dealing, matter or occurrence existing or taking place at or prior to the date of this Order that in any way relates to or arises out of or is in connection with the assets, obligations, business or affairs of the Applicants, the CCAA proceedings or any matter or transaction involving any of the members of the Applicants occurring or in connection with the CCAA proceeding;

(b) "**Directors and Officers**" means the Applicants' current and former directors and officers;

(c) "**Insured Claims**" means any D&O Claims that are covered by an applicable insurance policy of the Applicants', but only to the extent of any such available insurance; and

(d) "**RSA**" means that certain Restructuring Support Agreement among the Applicants, the Agent and the Syndicate dated May 14, 2020, as amended by the Support Agreement Amending Agreement dated July 27, 2020, as amended by the Second Support Agreement Amending Agreement dated October 8, 2020, and as may be further amended from time to time.

APPROVAL OF MONITOR'S ACTIVITIES PROFESSIONAL FEES AND DISBURSEMENTS

4. The conduct and activities of the Monitor described in the Seventh Report are approved.

5. The professional fees and disbursements of the Monitor as set out in the Seventh Report are approved without the necessity of a formal passing of accounts.

6. The professional fees and disbursements of the Monitor's counsel as set out in the Seventh Report are approved without the necessity of a formal assessment of its accounts.

7. The professional fees and disbursements of the Monitor and counsel to the Monitor for completion of the Remaining Activities (as defined in the Stevens Affidavit) in connection with these CCAA proceedings are hereby pre-authorized and pre-approved and that no further approval of the fees and disbursements of the Monitor or its counsel is required in this CCAA proceeding.

DISTRIBUTION OF FUNDS

8. The Monitor is authorized and directed to hold a reserve of funds from remaining proceeds held, or subsequently collected, recovered or realized, in respect of the Applicants Property (as defined in the ARIO) (the "**Reserve**") from time to time in an amount determined by the Monitor, with the consent of the Applicants, the Applicants' board of directors and the Agent, which Reserve shall be sufficient for the payment of:

   (a) any claim secured by the Charges (as defined in the ARIO);

   (b) expenses or obligations incurred by the Applicants that relate to the period from and after the date of the Initial Order or are otherwise payable pursuant to the ARIO;

   (c) expenses or obligations incurred by the Applicants to complete the Remaining Activities; and

   (d) amounts payable to satisfy claims in priority to the Agent's security.

9. The Reserve shall be in addition to, and exclusive of, the Wolverine Deposit as that term is defined in the Stevens Affidavit, which the Monitor shall continue to hold pending a consensual resolution or final judicial determination of the Wolverine Dispute as defined in the Stevens Affidavit, and for greater certainty the Monitor shall not be required to reserve or hold any further funds back in respect thereof.

10. Notwithstanding anything to the contrary in any other Order of this Court, the Monitor is authorized and directed to distribute to the Agent, in one or more distributions (each a "**Distribution**" and, collectively, the "**Distributions**"), all funds or proceeds in respect of the Applicants held by the Monitor in excess of the amount of the Reserve, determined at the time of such Distribution, *provided that*, for greater certainty, the aggregate amount of all Distributions made to the Agent shall not exceed the aggregate obligations owing by the Applicants to the Syndicate. For greater certainty, this paragraph shall apply to all funds or proceeds in respect of the Applicants that are held by or come into the possession or control of the Monitor or the Applicants following the CCAA Termination Date (as defined below).

ENHANCED POWERS OF THE MONITOR

11. In addition to its prescribed rights pursuant to the CCAA and the powers and duties set out in the ARIO or any other Order of the Court granted in these CCAA proceedings,

subject to the terms of the RSA, the Monitor is authorized and empowered without a further court order, but not required, to:

(a) take any and all actions and steps in the name of and on behalf of the Applicants to facilitate the administration of the Applicants' Business, Property, operations, affairs and estate as may be necessary, appropriate or desirable, in the sole opinion of the Monitor;

(b) cause the Applicants to take any action or make any disbursement permitted pursuant to the ARIO or any other Order granted in these CCAA proceedings;

(c) with the consent of the Agent, conduct, supervise, and direct the sale, conveyance, transfer, lease, assignment or disposal of any remaining Property of the Applicants or any part or parts thereof, whether or not outside of the normal course of business, and notwithstanding any approvals of this Court as may be required pursuant to the ARIO and to sign or execute on behalf of the Applicants any conveyance or other closing documents in relation thereto;

(d) with the consent of the Agent, market any or all of the remaining Property of the Applicants;

(e) conduct, supervise and direct the continuation or commencement of any process in Canada, the United States or any other foreign jurisdiction (including the commencement of legal proceedings in the name of any or all of the Applicants and, for greater certainty, any proceeding or proceedings in respect of the Wolverine Dispute (as defined in the Stevens Affidavit)) or effort to recover Property or other assets (including any accounts receivable or cash) belonging or owing to the Applicants;

(f) engage, deal, communicate, negotiate, agree and settle with any creditor, stakeholder or other person or entity of the Applicants in the name of and on behalf of the Applicants, provided that any settlement with any creditor, stakeholder or other person or entity shall require prior consent of the Agent;

(g) to settle, extend or compromise any indebtedness owing to or by, or any claim by or against, the Applicants;

(h) claim or cause the Applicants to claim any and all insurance refunds or tax refunds, including refunds of goods and services taxes and harmonized sales taxes, to which the Applicants are entitled and direct the payment of any such funds;

(i) engage, retain or terminate the services of, or cause the Applicants to engage, retain or terminate the services of any officer, employee, consultant, agent, representative, advisor, or other persons or entities, all under the supervision and direction of the Monitor, as the Monitor deems necessary or appropriate to assist with the exercise of its powers and duties;

(j) have access to all books and records that are the property of the Applicants in the Applicants' possession or control;

(k) facilitate or assist the Applicants with the accounting, tax and financial reporting functions of the Applicants, including the preparation of cash flow forecasts,

employee-related remittances, T4 statements and records of employment, in each case based solely upon the information provided by the Applicants on the basis that the Monitor shall incur no liability or obligation to any person with respect to such reporting, remittances, statements and records;

(l) cause the Applicants to perform such other functions or duties as the Monitor considers necessary or desirable in order to facilitate or assist the Applicants in dealing with the Property, operations, restructuring, wind-down, dissolution or termination of the Applicants under applicable law, liquidation, distribution or direction of proceeds and any other related activities;

(m) to commence and undertake demolition, dismantlement, decommissioning and remediation activities in respect of or related to the Property or the Business in accordance with applicable law (including any necessary governmental authorizations and/or permits);

(n) exercise any shareholder rights of the Applicants;

(o) with the consent of the Agent, assign, or cause to be assigned, the Applicants into bankruptcy, and the Monitor shall be entitled but not obligated to act as trustee in bankruptcy thereof;

(p) meet with and direct management or employees of, and Persons retained by, the Applicants with respect to any of the foregoing;

(q) with the consent of the Agent, assign or quit claim any remaining assets of the Applicants to the Agent (or as the Agent may direct);

(r) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Applicants' Property (as defined in the ARIO), whether in the Monitor's name or in the name and on behalf of the Applicants or in the place and stead of any directors or officers of the Applicants, for any purpose pursuant to this Order;

(s) take any and all reasonable steps to direct or cause the Applicants to administer the Property and the Business or to perform such other duties as the Monitor considers necessary or desirable to deal with the Property or the Business including the wind-down, the Remaining Activities, liquidation, disposal of assets or other activities; and

(t) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations, including, without limitation, seeking any relief under the United States Bankruptcy Code consistent with this Order such as entrusting the administration or realization of all or part of the Applicants' assets within the territorial jurisdiction of the United States to the Monitor, or seeking approval of the United States Bankruptcy Court for the Southern District of Texas or other court of competent jurisdiction in the United States of America to exercise the rights and powers of a trustee under the United States Bankruptcy Code,

and in each case where the Monitor takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons, including the Applicants and their past or present directors and officers and shareholders, and without

interference from any other Person, provided, however, that the Monitor shall comply with all applicable laws and shall not have any authority or power to elect or cause the election or removal of directors of the Applicants or to take any action to restrict or to transfer to the Monitor any of their powers, duties or obligations, except in accordance with section 11.5(1) of the CCAA.

12. (i) The Applicants, (ii) all of their current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (iii) all other Persons (as defined in the ARIO) shall forthwith advise the Monitor of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Monitor, and shall deliver all such Property (excluding Property subject to liens the validity of which is dependent on maintaining possession) to the Monitor upon the Monitor's request.

13. All Persons shall forthwith advise the Monitor of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Applicants, and any computer programs, computer tapes, computer disks or other data storage media containing any such information (the foregoing, collectively, the "**Records**") in that Person's possession or control, and shall provide to the Monitor or permit the Monitor to make, retain and take away copies thereof and grant to the Monitor unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph or in paragraph 14 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Monitor due to the privilege attaching to solicitor-client communication or documents prepared in contemplation of litigation or due to statutory provisions prohibiting such disclosure.

14. If any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Monitor for the purpose of allowing the Monitor to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Monitor in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Monitor. Further, for the

purposes of this paragraph, all Persons shall provide the Monitor with all such assistance in gaining immediate access to the information in the Records as the Monitor may in its discretion require including providing the Monitor with instructions on the use of any computer or other system and providing the Monitor with any and all access codes, account names, and account numbers that may be required to gain access to the information.

15. The Monitor is authorized and empowered, but not required, to execute any agreement, document, instrument or writing in the name of and on behalf of the Applicants as may be necessary or desirable in order to carry out the provisions of this Order, the ARIO or any other Order granted in these CCAA proceedings or to facilitate the orderly completion of these CCAA proceedings and the administration of the Applicants' estates.

16. The Monitor is authorized and empowered, but not required, to operate and control, on behalf of the Applicants, all of the Applicants' existing accounts at any financial institution (each an "**Account**" and collectively, the "**Accounts**") in such manner as the Monitor, in its sole discretion, deems necessary or appropriate, including, without limitation, to:

(a) exercise control over the funds credited to or deposited in the Accounts;

(b) subject to the terms of the RSA (as defined in the ARIO), effect any disbursement from the Accounts permitted by the ARIO or any other Order granted in these proceedings;

(c) give instructions from time to time with respect to the Accounts and the funds credited to or deposited therein, including to transfer the funds credited to or deposited in such Accounts to such other account or accounts as the Monitor may direct; and

(d) add or remove persons having signing authority with respect to any Account or to direct the closing of any Account,

and the financial institutions maintaining such Accounts shall not be under any obligation whatsoever to inquire into the propriety, validity or legality of any transfer, payment, collection or other action taken in accordance with the instructions of the Monitor as to the use or application of funds transferred, paid, collected or otherwise dealt with in accordance with such instructions, and such financial institutions shall be authorized to act in accordance with and in reliance upon the instructions of the Monitor without any liability in respect thereof to any Person.

17. The Monitor is authorized, but not required, to open one or more new accounts in its own name (the "**Monitor's Accounts**") and receive third party funds into the Monitor's Accounts or transfer into the Monitor's Accounts such funds of the Applicants as the Monitor deems necessary or appropriate to assist with the exercise of the Monitor's powers and duties set out herein, provided that the monies standing to the credit of the Monitor's Accounts from time to time shall be held by the Monitor to be dealt with as permitted by this Order or by further Order of this Court, and further the Monitor is authorized to make use of the funds in the Monitor's Accounts to make disbursements and pay amounts for and on behalf of the Applicants or in connection with the Monitor's exercise of its powers and duties in these CCAA proceedings, as the Monitor may deem necessary or appropriate from time to time.

18. The Monitor may, from time to time, apply to this Court for advice and directions in respect of the exercise and discharge of its powers and duties hereunder.

19. In addition to the rights and protections afforded to the Monitor in the ARIO, under the CCAA, or as an officer of this Court, the Monitor shall incur no liability or obligation as a result of its appointment, the carrying out of the provisions of this Order, the exercise by the Monitor of any of its powers, or the performance by the Monitor of any of its duties, save and except for any gross negligence or wilful misconduct on its part. Nothing in this Order shall derogate from the rights and protections afforded the Monitor by the CCAA, any other Order of this Court in these CCAA proceedings, or any applicable legislation.

20. The Monitor shall not be liable for any employee-related liabilities of the Applicants, including any successor employer liabilities as provided for in Section 14.06(1.2) of the *Bankruptcy and Insolvency Act* (Canada) (the "**BIA**"), other than amounts the Monitor may specifically agree in writing to pay. Nothing in this Order shall, in and of itself, cause the Monitor to be liable for any employee-related liabilities of the Applicants, including wages, severance pay, termination pay, vacation pay and pension or benefit amounts.

21. The Monitor shall continue to have the benefit of all of the indemnities, charges, protections and priorities set out in the CCAA, the ARIO and any other Order of this Court and all such indemnities, charges, protections and priorities shall apply and extend to the Monitor in the fulfilment of its duties or the carrying out of the provisions of this Order. Nothing in this Order shall derogate from the powers of the Monitor as provided in the CCAA, the ARIO and the other Orders of this Court.

22. The Monitor is not and shall not be deemed to be a director, officer or employee of the Applicants.

23. Nothing in this Order or any other Order granted in these CCAA proceedings shall constitute or be deemed to constitute the Monitor as a receiver, assignee, liquidator, administrator, receiver-manager, agent of the creditors or legal representative of the Applicants within the meaning of any relevant legislation, including subsection 159(2) of the *Income Tax Act* (Canada) (as amended, the "**ITA**"), and any distributions to creditors of the Applicants by the Monitor will be deemed to have been made by the Applicants themselves. Nothing in this Order shall constitute or be deemed to constitute the Monitor as a person subject to subsection 150(3) of the ITA, and the Monitor shall have no obligation to prepare or file any tax returns of the Applicants with any taxing authority.

TERMINATION OF CCAA PROCEEDINGS

24. Effective upon the filing of a certificate of the Monitor substantially in the form attached as Schedule A hereto (the "**Monitor's Termination Certificate**" and the date of such certificate being, the "**CCAA Termination Date**") certifying that all of the Remaining Activities (as defined and described in the Stevens Affidavit) in the CCAA Proceedings have been completed, these CCAA proceedings shall be terminated without any further act or formality.

DISCHARGE OF THE MONITOR

25. Effective immediately upon the filing of the Monitor's Termination Certificate, A&M shall be discharged as Monitor and shall thereafter have no further duties, obligations, or responsibilities as Monitor, save and except as may be set out in paragraph 27 hereof.

26. Notwithstanding any provision of this Order, the termination of these CCAA proceedings or the discharge of the Monitor, nothing herein shall affect, vary, derogate from, limit or amend, and the Monitor and its counsel shall continue to have the benefit of, the approvals and protections in favour of the Monitor at law or pursuant to the CCAA, the ARIO or any other Order of this Court in these CCAA proceedings, all of which are expressly continued and confirmed, including in connection with any actions taken by the Monitor pursuant to this Order following the filing of the Monitor's Termination Certificate.

27. Notwithstanding the discharge of A&M as Monitor and the termination of these CCAA Proceedings, the Monitor shall remain Monitor and have the authority to complete or

address any matters that may be ancillary or incidental to these CCAA proceedings following the filing of the Monitor's Termination Certificate, and in connection therewith: (a) A&M and its counsel shall continue to have the benefit of all approvals and protections in favour of the Monitor at law or pursuant to the CCAA, the ARIO and all other Orders made in the CCAA Proceedings, and (b) A&M and its counsel shall be paid by the Applicants their reasonable fees and disbursements at their standard rates and charges for all activities undertaken by them pursuant to this Order following the filing of the Monitor's Termination Certificate.

RELEASE IN FAVOUR OF MONITOR

28. On the evidence before the Court, the Monitor has satisfied any obligations under and pursuant to the terms of the Orders granted in the within proceedings up to and including the date hereof, and the Monitor and its legal counsel shall not be liable for any act or omission on its part including, without limitation, any act or omission pertaining to the discharge of its duties in the within proceedings, save and except for any liability arising out of any in fraud, gross negligence or wilful misconduct on the part of the Monitor or its legal counsel, or with leave of the Court. Subject to the foregoing any claims against the Monitor in connection with the performance of its duties are hereby stayed, extinguished and forever barred.

29. No action or other proceedings shall be commenced against the Monitor or its legal counsel in any way arising from or related to its capacity or conduct as Monitor or its legal counsel, except with prior leave of this Court on notice to the Monitor and its legal counsel, and upon such terms as this Court may direct.

RELEASE OF DIRECTORS AND OFFICERS

30. Save and except any Insured Claims, any and all D&O Claims shall be and shall be deemed to be fully, finally and irrevocably and forever compromised, released, discharged, canceled and barred, and the ability of any person to proceed against any other person in respect of or relating to D&O Claims, whether directly, indirectly, derivatively or otherwise is hereby forever discharged, enjoined and restrained, and all proceedings with respect to, in connection with or relating to D&O Claims are hereby permanently stayed, provided that nothing in this paragraph 30 shall waive, discharge, release, cancel or bar any claim against the Directors and Officers that is not permitted to be released pursuant to s. 5.1(2) of the CCAA.

31. Notwithstanding paragraph 30, Insured Claims shall not be compromised, released, discharged, cancelled or barred by this Order, and any person having an Insured Claim shall be irrevocably limited to recovery in respect of such Insured Claim solely from the proceeds of the applicable insurance policies, and persons with Insured Claims shall have no right to, and shall not, directly or indirectly, seek any recoveries in respect thereof from the Applicants or the Directors and Officers, other than enforcing such person's rights to be paid by the applicable insurer(s) from the proceeds of the applicable insurance policies.

COURT-ORDERED CHARGES

32. Upon the filing by the Monitor of a certificate substantially in the form attached as **Schedule "B"** hereto (the "**Charge Release Certificate**"), and subject to the payment of all obligations secured thereby, the Directors' Charge, the KERP/KEIP Charge and Sale Agent Charge (each as defined in the ARIO) are released and discharged. As soon as reasonably practicable, the Monitor shall post a copy of the filed Charge Release Certificate on the Monitor's website < https://www.alvarezandmarsal.com/entrec>.

33. Upon the filing of the Monitor's Termination Certificate and subject to the payment of all obligations secured thereby, each of the Administration Charge and the Interim Lender's Charge (each as defined in the ARIO) are discharged and released.

34. Subject to paragraph 32 and 33 of this Order and such other amounts that are required to be held back by the Monitor (with the consent of the Agent), the Monitor is authorized and directed to distribute the balance of the Reserve (if any) to the Agent immediately prior to the filing of the Monitor's Termination Certificate.

EXTENSION OF STAY PERIOD

35. The Stay Period (as defined in the ARIO), is extended to and including the earlier of: (i) the CCAA Termination Date, and (ii) February 26, 2021.

SEALING OF CONFIDENTIAL APPENDICES TO SEVENTH REPORT

36. Division 4 of Part 6 of the Rules does not apply to this Application.

37. The Clerk of the Court is directed to seal the Confidential Appendices until further Order of the Court.

38. The Clerk of this Honourable Court is hereby directed to seal the Confidential Appendices, in an envelope setting out the style of cause in the within proceedings and labelled:

> **THIS ENVELOPE CONTAINS CONFIDENTIAL APPENDICES TO REPORT OF THE MONITOR, ALVAREZ & MARSAL (CANADA) INC., DATED NOVEMBER 18, 2020. THIS CONFIDENTIAL DOCUMENT IS SEALED ON THE COURT FILE PURSUANT TO THE ORDER ISSUED BY THE HONOURABLE JUSTICE B. E. ROMAINE ON NOVEMBER 24th, 2020. THE CONFIDENTIAL DOCUMENTS ARE NOT TO BE ACCESSED BY ANY PERSON UNTIL FURTHER ORDER OF THE COURT**

MISCELLANEOUS

39. The Agent 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.

40. 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 Applicants, Monitor and their respective 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 Applicants and Monitor, as an officer of the Court, as may be necessary or desirable to give effect to this Order or to assist the Applicants and its agents in carrying out the terms of this Order.

Justice of the Court of Queen's Bench

Schedule "A"

Monitor's Termination Certificate

Form of Monitor's Termination Certificate

COURT FILE NUMBER	2001 06423	Clerk's Stamp
COURT	COURT OF QUEEN'S BENCH OF ALBERTA	
JUDICIAL CENTRE	CALGARY	
APPLICANTS	IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED AND IN THE MATTER OF THE COMPROMISE OR ARRANGEMENT OF ENTREC CORPORATION, CAPSTAN HAULING LTD., ENTREC CAPITAL CORP., ENTREC CRANES & HEAVY HAUL INC., ENTREC HOLDINGS INC., ENT OILFIELD GROUP LTD., and ENTREC SERVICES LTD.	
DOCUMENT	**MONITOR'S TERMINATION CERTIFICATE**	
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	Howard Gorman / Gunnar Benediktsson Norton Rose Fulbright Canada LLP 400 3rd Ave SW, Suite 3700 Calgary, AB T2P 4H2 Email: howard.gorman@nortonrosefulbright.com / gunnar.benediktsson@nortonrosefulbright.com	

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 May 15, 2020, ENTREC Corporation, Capstan Hauling Ltd., ENT Capital Corp., ENTREC Cranes & Heavy Haul

Inc., ENTREC Holdings Inc., ENT Oilfield Group Ltd., and ENTREC Services Ltd. (collectively, the "**Applicants**") obtained an Order (as amended and/or restated from time to time, the "**Initial Order**") under *Companies' Creditors Arrangement Act*. Pursuant to the Initial Order, Alvarez & Marsal Canada Inc. ("**A&M**") was appointed as Court-appointed Monitor (in such capacity, the "**Monitor**") of the Applicants.

B. Unless otherwise indicated herein, capitalized terms have the meanings set out in the CCAA Termination Order.

C. Pursuant to an Order of the Honourable Justice Romaine made in these proceedings on November 24, 2020 (the "**CCAA Termination Order**"), upon A&M filing the Monitor's Termination Certificate, in its capacity as Monitor: (i) the within CCAA proceedings shall be terminated without any further act or formality; (ii) A&M shall be discharged as Monitor and shall thereafter have no further duties, obligations, or responsibilities as Monitor, save and except as set out in the CCAA Termination Order, *provided however* that notwithstanding such discharge, the Monitor and its counsel shall continue to have the benefit of the approvals and protections in favour of the Monitor at law or pursuant to the CCAA, the ARIO or any other Order of this Court in the within CCAA proceedings, including in connection with any actions taken by the Monitor pursuant to CCAA Termination Order following the filing of this Monitor's Termination Certificate, and the Monitor shall remain Monitor and have the authority to complete or address any matters that may be ancillary or incidental to these CCAA proceedings following the filing of this Monitor's Termination Certificate; and (iii) each of the Charges shall be discharged and released, subject to the payment of all obligations secured thereby.

THE MONITOR CERTIFIES the following:

1. All of the Remaining Activities in the within CCAA Proceedings have been completed.

2. The CCAA Proceedings is terminated effective at the date and time of this certificate.

3. This Certificate was delivered by the Monitor at _____**[Time]** on _____ **[Date]**.

Alvarez & Marsal Canada Inc., in its capacity as Court-appointed Monitor of the Applicants, and not in its personal capacity.

Per:_____

Name:
Title:

Schedule "B"

Form of Charge Release Certificate

COURT FILE NUMBER	2001 06423	Clerk's Stamp
COURT	COURT OF QUEEN'S BENCH OF ALBERTA	
JUDICIAL CENTRE		
APPLICANTS	IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED AND IN THE MATTER OF THE COMPROMISE OR ARRANGEMENT OF ENTREC CORPORATION, CAPSTAN HAULING LTD., ENTREC CAPITAL CORP., ENTREC CRANES & HEAVY HAUL INC., ENTREC HOLDINGS INC., ENT OILFIELD GROUP LTD., and ENTREC SERVICES LTD.	
DOCUMENT	**CHARGE RELEASE CERTIFICATE**	
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	Howard Gorman / Gunnar Benediktsson Norton Rose Fulbright Canada LLP 400 3rd Ave SW, Suite 3700 Calgary, AB T2P 4H2 Email: howard.gorman@nortonrosefulbright.com / gunnar.benediktsson@nortonrosefulbright.com	

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 May 15, 2020, ENTREC Corporation, Capstan Hauling Ltd., ENT Capital Corp., ENTREC Cranes & Heavy Haul Inc., ENTREC Holdings Inc., ENT Oilfield Group Ltd., and ENTREC Services Ltd. (collectively, the "**Applicants**") obtained an Order (as amended and/or restated from time to time, the "**Initial Order**") under *Companies' Creditors Arrangement Act*. Pursuant to the

Initial Order, Alvarez & Marsal Canada Inc. was appointed as Court-appointed Monitor (in such capacity, the "**Monitor**") of the Applicants.

B. Unless otherwise indicated herein, capitalized terms have the meanings set out in the Initial Order.

C. Pursuant to an Order of the Honourable Justice Romaine made in these proceedings on November 24, 2020 (the "**CCAA Termination Order**"), which provided for, among other things, a release in favour of the Applicants' directors and officers (the "**CCAA Release**") upon the Monitor filing with the Court this Charge Release Certificate, each of the Directors' Charge, the KERP/KEIP Charge and the Sales Agent Charge shall be released and discharged against the Property of the Applicants subject to the payment of all obligations secured thereby.

D. The Applicants and Agent are parties to the RSA. The RSA was amended pursuant to that certain Support Agreement Second Amending Agreement dated October 8, 2020 (the "**RSA Second Amendment**").

THE MONITOR HAS RECEIVED CONFIRMATION OF the following:

1. The Agent has consented to the filing by the Monitor of this Charge Release Certificate;

2. The requirements of section 4.1(d) of the RSA Second Amendment have been satisfied; and

3. To the knowledge of the Monitor, all of the obligations secured by the Directors' Charge, the Sales Agent Charge and the KERP/KEIP Charge have been paid.

4. This Certificate was executed by the Monitor at _____**[Time]** on _____ **[Date]**.

Alvarez & Marsal Canada Inc., in its capacity as Court-appointed Monitor of the Applicants, and not in its personal capacity.

Per:_____

Name:

Title:

TAB 3

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

Dated this 30 day of April 2020

for Clerk of the Court

CLERK'S STAMP

JUDICIAL CENTRE OF CALGARY
FILED
Apr 30, 2020
PZ
by Email
CLERK OF THE COURT
#445084

FORM 49
[RULE 13.19]

COURT FILE NUMBER	1901-16581
COURT	COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE	CALGARY

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, as amended

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF ACCEL CANADA HOLDINGS LIMITED and ACCEL ENERGY CANADA LIMITED

DOCUMENT: **Order (Enhancement of Monitor's Power)**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

BENNETT JONES LLP
Barristers and Solicitors
4500, 855 – 2nd Street S.W.
Calgary, Alberta T2P 4K7

Attention: Chris Simard and Keely Cameron
Tel No.: 403-298-4485/3324
Fax No.: 403-265-7219
Client File No. 87754.7

DATE ON WHICH ORDER WAS PRONOUNCED: April 29, 2020

LOCATION WHERE ORDER WAS PRONOUNCED: Calgary

NAME OF JUDGE WHO MADE THIS ORDER: Madam Justice K.M. Horner

UPON THE APPLICATION of Third Eye Capital Corporation (the "**Applicant**"); AND UPON having read the Application of the Applicant dated April 23, 2020, the Affidavit No. 5 of Mark Horrox sworn April 23, 2020 (the "**Horrox Affidavit No. 5**") and the Affidavit of Ryan Dunfield sworn on November 20, 2019; AND UPON having read the Eleventh Report of PricewaterhouseCoopers Inc. dated April 17, 2020 (the "**Eleventh Report**"), the Court-appointed Monitor (the "**Monitor**") of Accel Energy Canada Limited ("**AECL**") and Accel Holdings Canada Limited ("**AHCL**", collectively with AECL the "**ACCEL Entities**" or "**Vendors**"); AND UPON hearing counsel for the Applicant, counsel for the ACCEL Entities;

counsel for the Monitor and counsel for other interested parties; IT IS HEREBY ORDERED AND DECLARED THAT:

Service and Definitions

1. Service of notice of the application for this Order is hereby deemed good and sufficient and there is no other party with an interest in the subject matter of this application to whom notice should have been provided.

2. All capitalized terms not otherwise defined herein shall bear the meaning given to them in the Horrox Affidavit No. 5.

Enhancement of Monitor's Powers with respect to the ACCEL Entities

3. In addition to the powers and duties of the Monitor set out in the Initial Order and the Amended and Restated Initial Order, without altering in any way the limitations and obligations of the ACCEL Entities as a result of these proceedings, the Monitor is hereby authorized and empowered, but not obligated, to do the following things, either in its own name on behalf of the ACCEL Entities, or in the name of the ACCEL Entities:

    (a) take possession of and exercise control over all cash and bank accounts held by the ACCEL Entities (the "**Accounts**");

    (b) receive, preserve and protect the Accounts of the ACCEL Entities, or any part or parts thereof, including, but not limited to the relocating of the Accounts to safeguard them as may be necessary or desirable;

    (c) have full access to the books, records, management and employees of the ACCEL Entities as may be necessary for the completion of its duties under this Order;

    (d) receive, collect and take possession of all monies and accounts now owed or hereafter owing to any one of the ACCEL Entities, including the proceeds of the sale of Property; and

    (e) oversee and direct the preparation of cash flow statements and assist in the dissemination of financial and other information in these proceedings.

4. No provision in this Order is intended to appoint the Monitor as an officer, director or employee of the ACCEL Entities or to create a fiduciary duty to any party including, without limitation, any creditor or shareholder of the ACCEL Entities. Additionally, nothing in this Order shall constitute or be deemed to constitute the Monitor as a receiver, assignee, liquidator, or receiver and manager of any of the ACCEL Entities and any distribution made to creditors of the Applicants will be deemed to have been made by the ACCEL Entities.

5. The Monitor shall continue to have the benefit of all of the protections and priorities as set out in the Initial Order and the Amended and Restated Initial Order, and any such protections and priorities shall apply to the Monitor in fulfilling its duties under this Order or in carrying out the provisions of this Order. Nothing in this Order shall derogate from the powers of the Monitor as provided for in the Initial Order, the Amended and Restated Initial Order and the other Orders granted in these proceedings.

Duties of the ACCEL Entities

6. The ACCEL Entities and their current and former shareholders, officers, directors, agents and representatives shall fully co-operate with the Monitor in the exercise of its powers and discharge of its duties and obligations under this Order or any other Order of the Court.

7. The Accel Entities shall:

   (a) operate and maintain their assets, or cause their assets to be operated and maintained, in accordance with good industry practice, and in material compliance with all applicable laws and directions of governmental authorities;

   (b) pay or cause to be paid all costs and expenses relating to their assets which become due, including all insurance premiums payable in connection therewith;

   (c) not sell, pledge, assign, lease, license, or cause, permit, or suffer the imposition of any Encumbrance on, or otherwise dispose of, any of their assets, except in the ordinary course of normal day-to-day operations of their assets, consistent with past practices;

(d) other than in the ordinary course of business, materially amend or terminate any agreement or instrument relating to their assets or enter into any new agreement or commitment relating to the assets, except as may be reasonably necessary to protect, or ensure life and safety, or to preserve the assets or title to their assets;

(e) not make any commitment or propose, initiate or authorize any capital expenditure with respect to their assets in excess of $25,000, except in case of an emergency or with the consent of the Monitor; and

(f) not terminate any employees or contractors without the approval in advance of the Monitor.

Increase to the Administration Charge

8. The Administration Charge granted pursuant to paragraph 33 of the Amended and Restated Initial Order is hereby increased from $125,000 to $250,000 over the Property of ACHL and from $125,000 to $250,000 over the Property of AECL.

9. The relative priority of the Administration Charge in relation to the other Charges shall remain as set out in paragraph 41 of the Amended and Restated Initial Order.

J.C.Q.B.A.

TAB 4

CLERK'S STAMP

FILED
APR 20 2018
CLERK OF THE COURT

FORM 49
[RULE 13.19]

COURT FILE NUMBER	1701 – 05845
COURT	COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE	CALGARY

I hereby certify this to be a true copy of the original ORDER
Dated this 20 day of April 2018
for Clerk of the Court

DOCUMENT

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, as amended

AND IN THE MATTER OF THE COMPROMISE OR ARRANGEMENT OF WALTON INTERNATIONAL GROUP INC., and the Applicants listed in Schedule "A"

Order (Enhancement of Monitor's Power and Miscellaneous Relief)

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

BENNETT JONES LLP
Barristers and Solicitors
4500, 855 – 2nd Street S.W.
Calgary, Alberta T2P 4K7

Attention: Chris Simard and Alexis Teasdale
Tel No.: 403-298-4485/3067
Fax No.: 403-265-7219
Client File No. 41148.353

DATE ON WHICH ORDER WAS PRONOUNCED: April 20, 2018

LOCATION WHERE ORDER WAS PRONOUNCED: Calgary

NAME OF JUDGE WHO MADE THIS ORDER: Madam Justice B.E.C. Romaine

UPON THE APPLICATION of Walton Ontario Land 1 Corporation and Walton Edgemont Development Corporation (collectively, the "**Public Company Applicants**") and the other Applicants listed in Schedule "A" hereto who are denoted as Applicants remaining as parties in these CCAA proceedings (collectively with the Public Company Applicants, the "**Applicants**"); AND UPON having read the Application of the Applicants filed on April 9, 2018 and the Affidavit No. 23 of William K. Doherty sworn April 9, 2018 (the "**Doherty Affidavit No. 23**"); AND UPON having read the 19th Report dated April , 2018 (the "**19th Report**") of

Ernst & Young Inc., the Court-appointed Monitor of the Applicants (the "**Monitor**"); AND UPON hearing counsel for the Public Company Applicants, counsel for the Monitor and counsel for other interested parties; IT IS HEREBY ORDERED AND DECLARED THAT:

Service and Definitions

1. Service of notice of the application for this Order is hereby deemed good and sufficient and there is no other party with an interest in the subject matter of this application to whom notice should have been provided.

2. All capitalized terms not otherwise defined herein shall bear the meaning given to them in the Doherty Affidavit No. 23.

Enhancement of Monitor's Powers with respect to the Public Company Applicants

3. In addition to the powers and duties of the Monitor set out in the Initial Order, without altering in any way the limitations and obligations of the Public Company Applicants as a result of these proceedings, the Monitor is hereby authorized and empowered to do the following things, either in its own name on behalf of the Public Company Applicants, or in the name of the Public Company Applicants:

   (a) preserve, protect and maintain control of the Property of the Public Company Applicants, or any parts thereof;

   (b) operate and carry on the Business of the Public Company Applicants;

   (c) to have full access to the books, records and former management of the Public Company Applicants as may be necessary for the completion of its duties under this Order;

   (d) take all steps and actions the Monitor considers necessary or desirable in these proceedings including, without limitation:

      (i) enter into any agreements, including without limitation any agreements for the sale of real property;

      (ii) incur obligations in the ordinary course of business;

(iii) retain or terminate contractors;

(iv) apply for any orders from this Honourable Court, including without limitation, approval and vesting orders and orders terminating these proceedings with respect to the Public Company Applicants; and

(v) prepare Plans of Compromise and Arrangement of the Public Company Applicants;

(e) engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the powers and duties conferred by this Order;

(f) receive, collect and take possession of all monies and accounts now owed or hereafter owing to any one of the Public Company Applicants, including the proceeds of the sale of Property;

(g) oversee and direct the preparation of cash flow statements and assist in the dissemination of financial and other information in these proceedings;

(h) execute, assign, issue and endorse documents of whatever nature in respect of any of the Property of the Public Company Applicants, whether in the Monitor's name or in the name and on behalf of any one of the Public Company Applicants (including, without limitation, financial statements, tax returns and tax filings);

(i) initiate, prosecute, make and respond to applications in, and continue the prosecution of any and all proceedings on behalf of or involving the Public Company Applicants (including the within proceedings) and settle or compromise any proceedings or claims by or against the Public Company Applicants. For greater certainty, such authority shall include the ability to represent the Public Company Applicants in any negotiations or mediation with respect to such claims by or against the Public Company Applicants. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceedings;

(j) exercise any rights which the Public Company Applicants may have;

(k) take any and all actions regarding the corporate actions and governance of the Public Company Applicants ("**Governance Action**"), including without limitation, authorizing and effecting:

(i) amendments or updates to bylaws;

(ii) amendments to certificates of incorporation;

(iii) merger or consolidation with any entity;

(iv) changes to the jurisdiction of incorporation or formation; and

(v) dissolution and winding up of any one of the Public Company Applicants;

(l) provide instruction and direction to the advisors of the Public Company Applicants, including but not limited to instructing Bennett Jones LLP;

(m) make any distribution or payments required under any Order in these proceedings;

(n) apply to the Court upon notice as required under the *Bankruptcy and Insolvency Act,* R.S.C. 1985, c. B-3, as amended, and where the Court is of the opinion on the making of such an application that it is proper and in the best interests of the estate, to assign the Public Company Applicants into bankruptcy or obtain a bankruptcy order against the Public Company Applicants. Nothing in this Order shall prevent the Monitor from acting as Trustee in Bankruptcy of any of the Public Company Applicants; and

(o) to perform such other duties or take any steps reasonably incidental to the exercise of such powers and obligations conferred upon the Monitor by this Order or any other order of this Court.

4. No provision in this Order is intended to appoint the Monitor as an officer, director or employee of the Public Company Applicants or to create a fiduciary duty to any party including, without limitation, any creditor or shareholder of the Public Company Applicants. Additionally, nothing in this Order shall constitute or be deemed to constitute the Monitor as a receiver, assignee, liquidator, or receiver and manager of any

of the Public Company Applicants and any distribution made to creditors of the Applicants will be deemed to have been made by the Public Company Applicants.

5. The Public Company Applicants and their current and former shareholders, officers, directors, agents and representatives shall fully co-operate with the Monitor in the exercise of its powers and discharge of its duties and obligations under this Order or any other Order of the Court.

6. The Monitor shall continue to have the benefit of all of the protections and priorities as set out in the Initial Order and any such protections and priorities shall apply to the Monitor in fulfilling its duties under this Order or in carrying out the provisions of this Order. Nothing in this Order shall derogate form the powers of the Monitor as provided for in the Initial Order and the other Orders granted in these proceedings.

Termination of Stay Against Walton International Group (USA), Inc.

7. For all purposes, these CCAA proceedings are hereby terminated with respect to Walton International Group (USA), Inc. ("**WUSA**"). Hereafter, WUSA shall no longer be a Non-Applicant Stay Party (as defined in the Initial Order granted on April 28, 2017 in these proceedings, hereinafter the "**Initial Order**")) and the stay of proceedings granted in the Initial Order and extended thereafter in these proceedings, from time to time, shall no longer apply to WUSA.

J.C.Q.B.A.

SCHEDULE "A" – APPLICANTS

Management, Financing and Holding Entities		
	Entity	**Remaining Parties in these Proceedings**
1.	Walton G.P. Holdco Ltd. ("**Walton GP Holdco**")	No
2.	1389211 Alberta Ltd.	No
3.	1453373 Alberta Inc.	No
4.	Walton Development and Management GP Ltd. ("**WDM**")	Yes
5.	Walton Development and Management Inc. ("**WDMI**")	Yes
6.	Walton Development and Management (Ontario) GP Ltd. ("**WDM Ontario**")	Yes
7.	Walton Asset Management GP Ltd. ("**WAM GP**")	Yes
8.	Walton Capital Management Inc. ("**WCMI**")	Yes

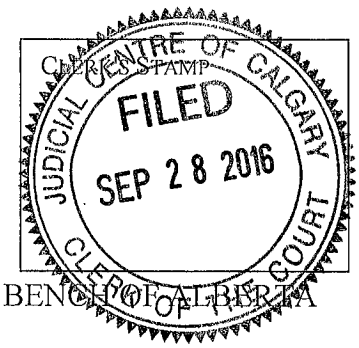
LDP Entities		
	Entity	**Remaining Parties in these Proceedings**
9.	Walton PS Industrial Ltd.	Yes
10.	Walton South Simcoe Residential Development Corporation	Yes
11.	Walton Vita Crystallina Development Corporation	Yes
12.	Walton Canadian Land 1 Development Corporation	Yes
13.	McConachie Asset Management Corporation	Yes
14.	McConachie Development Investment Corporation	Yes
15.	Walton Development (Shepard) Inc.	Yes
16.	Walton Edgemont Development Corporation	Yes

Walton Note Issuers		
	Entity	**Remaining Parties in these Proceedings**
17.	Walton Income 5 Investment Corporation	No
18.	Walton Income 6 Investment Corporation	No
19.	Walton Income 7 Investment Corporation	No
20.	Walton Income 8 Investment Corporation	No
21.	Walton Income 9 Investment Corporation	No
22.	Walton Income 10 Investment Corporation	No
23.	Walton Income 11 Investment Corporation	No
24.	Walton Income 12 Investment Corporation	No
25.	Walton CA Highland Falls Investment Corporation	No
26.	Walton AB Southridge Debt and Equity Corporation	No
27.	Walton U.S. Dollar Income 1 Corporation	Yes
28.	Walton U.S. Dollar Income 2 Corporation	Yes
29.	Walton 2016 Bond Corporation	No
30.	Walton 2016 Income Corporation	No

PDLI Entities		
	Entity	**Remaining Parties in these Proceedings**
31.	Walton Ontario Land Investment 1 Ltd.	Yes
32.	Walton Ontario Land 1 Corporation	Yes

TAB 5

I hereby certify this to be a true copy of
the original Order
Dated this 28 day of Sept 2016
for Clerk of this Court



COURT FILE NUMBER	1601-03143
COURT	COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE	CALGARY
APPLICANT	**IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, as amended** **AND IN THE MATTER OF THE COMPROMISE OR ARRANGEMENT OF SANJEL CORPORATION, SANJEL CANADA LTD., TERRACOR GROUP LTD., SURETECH GROUP LTD., SURETECH COMPLETIONS CANADA LTD., SANJEL ENERGY SERVICES (USA) INC., SANJEL (USA) INC., SURETECH COMPLETIONS (USA) INC., SANJEL CAPITAL (USA) INC., TERRACOR (USA) INC., TERRACOR RESOURCES (USA) INC., TERRACOR LOGISTICS (USA) INC., SANJEL MIDDLE EAST LTD., SANJEL LATIN AMERICA LIMITED and SANJEL ENERGY SERVICES DMCC**
DOCUMENT	**TRANSITION ORDER**
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	**BENNETT JONES LLP** Barristers and Solicitors 4500 Bankers Hall East 855 – 2nd Street S.W. Calgary, Alberta T2P 4K7 Attention: Chris Simard / Alexis Teasdale Tel No.: 403-298-4485 / 3067 Fax No.: 403-265-7219 Client File No.: 22681.375

DATE ON WHICH ORDER WAS PRONOUNCED: September 28, 2016
LOCATION WHERE ORDER WAS PRONOUNCED: Calgary
NAME OF JUSTICE WHO MADE THIS ORDER: Justice B.E. Romaine

UPON THE APPLICATION of Sanjel Corporation, Sanjel Canada Ltd., Terracor Group Ltd., Suretech Group Ltd., Suretech Completions Canada Ltd., Sanjel Energy Services (USA) Inc., Sanjel (USA) Inc., Suretech Completions (USA) Inc., Sanjel Capital (USA) Inc.,

Terracor (USA) Inc., Terracor Resources (USA) Inc., Terracor Logistics (USA) Inc., Sanjel Middle East Ltd., Sanjel Latin America Limited, and Sanjel Energy Services DMCC (collectively, the "**Applicants**" or the "**Sanjel Group**"); **AND UPON** having read the Application filed September 20, 2016, the Affidavit of Paul J. Crilly sworn on September 20, 2016 (the "**Crilly Affidavit No. 10**"), the Twelfth Report of PricewaterhouseCoopers Inc., the Court-appointed Monitor of the Applicants (the "**Monitor**"), and the pleadings and proceedings in this Action, including the Initial Order granted on April 4, 2016 (the "**Initial Order**"), the Order of the Honourable Madam Justice B. E. Romaine, dated May 2, 2016, the Order of the Honourable Madam Justice J. Strekaf dated July 13, 2016, and the Order of the Honourable Madam Justice B. E. Romaine dated August 31, 2016, all filed; **AND UPON** hearing the submissions of counsel for the Applicants, counsel for the Monitor and counsel for other interested parties;

IT IS HEREBY ORDERED AND DECLARED THAT:

DEFINED TERMS

1. Capitalized terms not defined herein shall have the meanings ascribed to them in the Initial Order of this Court in these proceedings dated April 4, 2016 (the "**Initial Order**").

SERVICE

2. The time for service of the notice of application for this order is hereby abridged and deemed good and sufficient and this application is properly returnable today.

DIRECTORS' CHARGE

3. The Directors' Charge shall not be discharged and the funds being held back by the Monitor in relation to the Directors' Charge shall not be distributed, until the Monitor has completed a claims process with respect to all claims and potential claims against the directors and officers of the Sanjel Group that could result in claims against the Directors' Charge, or some other process as may be approved by the Court, providing for the determination and resolution of such claims.

TRANSITION: DISCHARGE OF CRO AND EXPANSION OF MONITOR'S POWERS

4. Paragraphs 5 - 15 of this Order shall come into force and take effect upon the filing of a Monitor's Certificate confirming same (the "**Monitor's Transition Certificate**"). The Monitor shall have the authority and discretion to file the Monitor's Transition Certificate as and when the Monitor deems it appropriate to do so, and the Monitor shall provide timely notice of the filing of the Monitor's Transition Certificate to the Service List established in these proceedings. Paragraphs 5 - 15 of this Order shall be of no force and effect until the filing of the Monitor's Transition Certificate.

5. The CRO is hereby discharged.

6. On the evidence before the Court, the CRO has satisfied his obligations under and pursuant to the terms of the Initial Order up to and including the date of his discharge, and the CRO shall not be liable for any act or omission on his part including, without limitation, any act or omission pertaining to the discharge of his duties in the within proceedings, save and except for any liability arising out of any gross negligence or willful misconduct on his part, or with leave of the Court. Subject to the foregoing, any claims against the CRO in connection with the performance of his duties are hereby stayed, extinguished and forever barred.

7. No action or other proceedings shall be commenced against the CRO in any way arising from or related to his capacity or conduct as CRO, except with prior leave of this Court on Notice to the CRO, and upon such terms as this Court may direct.

8. Nothing in this order shall derogate from the protections ordered with respect to the CRO in paragraphs 26, 27, 28 and 29 of the Initial Order.

9. The expansion of the Monitor's powers in respect of the Sanjel Group as set forth below is hereby authorized and approved, on the terms and conditions set out herein. Nothing in this Order shall derogate from the powers of the Monitor as provided for in the Initial Order.

10. In addition to the powers and duties of the Monitor set out in the Initial Order, without altering in any way the limitations and obligations of the Sanjel Group as a result of these proceedings, the Monitor be and is hereby authorized and empowered to:

(a) preserve, protect and maintain control of the Property, or any parts thereof;

(b) operate and carry on the Business including, without limitation:

(i) completing any transaction for the sale, use or monetization of the Property; and

(ii) negotiating, developing and implementing a Plan or Plans on behalf of the Sanjel Group;

(c) take all steps and actions the Monitor considers necessary or desirable in these proceedings including, without limitation:

(i) entering into any agreements;

(ii) incurring obligations in the ordinary course of business;

(iii) retaining or terminating employees or contractors;

(iv) administering and winding-down all employee benefit plans of the Sanjel Group and making and endorsing all filings related thereto (including, without limitation, financial statements, tax returns and tax filings); and

(v) ceasing to carry on all or any part of the Business;

(d) engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the powers and duties conferred by this Order;

(e) oversee and direct the preparation of cash flow statements and to assist in the dissemination of financial and other information in these proceedings;

(f) receive, collect and take possession of all monies and accounts now owed or hereafter owing to any one of the Sanjel Group, including proceeds payable pursuant to a sale of Property;

(g) execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Monitor's name or in the name and on behalf any one of the Sanjel Group (including, without limitation, financial statements, tax returns and tax filings);

(h) take any and all actions regarding the corporate actions and governance of the Sanjel Group ("**Governance Action**"), including without limitation, authorizing and effecting:

(i) amendments or updates to bylaws;

(ii) amendments to certificates of incorporation;

(iii) merger or consolidation with any entity;

(iv) changes to the jurisdiction of incorporation or formation;

(v) dissolution and winding up of any Sanjel entity; and

(vi) the removal or appointment of directors;

and any Governance Action so taken by the Monitor is hereby authorized without requiring any further action or approval by the applicable entity in the Sanjel Group's directors, former or existing shareholders or officers. In regard to any Governance Action taken on behalf of any member of the Sanjel Group by the Monitor, all applicable regulatory or governmental units or agencies are hereby directed to accept any such certificates or other documents filed by the Monitor and take all steps necessary or appropriate to allow and effect the Governance Action in question;

(i) in the event of the dissolution and winding up of any member of the Sanjel Group, execute, acknowledge and file all necessary or appropriate certificates or other

documents with the appropriate governmental agency or unit on behalf of such Sanjel Group entity and to make and take any other action necessary or appropriate to effect such dissolution and wind-up of each such entity and to withdraw such entity from qualification in any jurisdiction it is qualified to do business, including without limitation, the execution and filing of certificates of dissolution and the payment of any associated filing fees and state taxes and the filing of any tax returns deemed necessary or appropriate (and the payment of related taxes) on behalf of such entity;

(j) initiate, prosecute, make and respond to applications in, and continue the prosecution of any and all proceedings on behalf of or involving the Sanjel Group (including the within proceedings) and settle or compromise any proceedings or claims by or against the Sanjel Group. For greater certainty, such authority shall include the ability to represent the Sanjel Group in any negotiations or mediation with respect to such claims by or against the Sanjel Group. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceedings;

(k) exercise any rights which the Sanjel Group may have;

(l) provide instruction and direction to the advisors of the Sanjel Group;

(m) exercise any rights or authority granted to the CRO in the Initial Order or otherwise in these proceedings;

(n) make any distribution or payments required under any Order in these proceedings;

(o) apply to the Court upon notice as required under the *Bankruptcy and Insolvency Act,* R.S.C. 1985, c. B-3, as amended, and where the Court is of the opinion on the making of such an application that it is proper and in the best interests of the estate, to assign the Applicants into bankruptcy or obtain a bankruptcy order against the Applicants. Nothing in this Order shall prevent the Monitor from acting as Trustee in Bankruptcy of any of the Sanjel Group; and

(p) to perform such other duties or take any steps reasonably incidental to the exercise of such powers and obligations conferred upon the Monitor by this Order or any other order of this Court.

11. No provision in this Order is intended to appoint the Monitor as an officer, director or employee of any of the Sanjel Group or to create a fiduciary duty to any party including, without limitation, any creditor or shareholder of the Sanjel Group. Additionally, nothing in this Order shall constitute or be deemed to constitute the Monitor as a receiver, assignee, liquidator, or receiver and manager of any of the Sanjel Group and any distribution made to creditors of the Sanjel Group will be deemed to have been made by the Sanjel Group.

12. The Sanjel Group and its current and former shareholders, officers, directors, agents and representatives shall fully co-operate with the Monitor in the exercise of its powers and discharge of its duties and obligations under this Order or any other Order of the Court.

13. The Monitor will provide regular reports and updates to the Court and the Secured Lending Syndicate from time to time with respect to its performance, or the exercise of, its additional powers, duties, rights and obligations as provided and set out in this Order.

14. The Monitor is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, in any foreign jurisdiction, for the recognition of this Order and for assistance in carrying out the terms of this Order, including in the United States pursuant to Chapter 15 of the U.S. Bankruptcy Code, and to take such actions necessary or appropriate in furtherance of the recognition of these proceedings in any such jurisdiction.

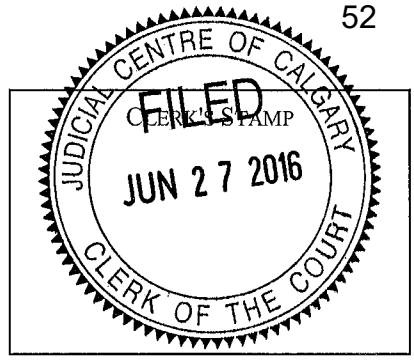
15. The Monitor shall continue to have the benefit of all of the protections and priorities as set out in the Initial Order and any such protections and priorities shall apply to the Monitor in fulfilling its duties under this Order or in carrying out the provisions of this Order.

16. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or outside Canada, to give effect to this Order and to assist the Monitor and its agents in carrying out the terms of this Order.

J.C.Q.B.A

TAB 6

I hereby certify this to be a true copy of
the original order
Dated this 27 day of June 2016
for Clerk of the Court



COURT FILE NUMBER	1601-01675
COURT	COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE	CALGARY
APPLICANTS	**IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, as amended** **AND IN THE MATTER OF A PLAN OF ARRANGEMENT OF ARGENT ENERGY TRUST, ARGENT ENERGY (CANADA) HOLDINGS INC. and ARGENT ENERGY (US) HOLDINGS INC.**
DOCUMENT	**ORDER (STAY EXTENSION AND OTHER RELIEF)**
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	**BENNETT JONES LLP** Barristers and Solicitors 4500 Bankers Hall East 855 – 2nd Street SW Calgary, Alberta T2P 4K7 Attention: Kelsey Meyer / Sean Zweig Telephone No.: 403.298.3323 / 416.777.6254 Fax No.: 403.265.7219 / 416.863.1716 Client File No.: 68859.14
DATE ON WHICH ORDER WAS PRONOUNCED:	**Monday, June 27, 2016**
LOCATION WHERE ORDER WAS PRONOUNCED:	**Calgary Courts Centre**
NAME OF JUSTICE WHO MADE THIS ORDER:	**The Honourable Mr. Justice D.B. Nixon**

UPON the application of Argent Energy Trust (the "Trust"), Argent Energy (Canada) Holdings Inc. ("Argent Canada"), and Argent Energy (US) Holdings Inc. ("Argent US", and

together with the Trust and Argent Canada, the "Applicants" or "Argent"); **AND UPON** having read the Application, the Affidavit No. 4 of Sean Bovingdon sworn June 17, 2016 (the "Bovingdon Affidavit No. 4"), the Third Report of FTI Consulting Canada Inc., the Court-appointed Monitor of the Applicants (the "Monitor"), and the Brief of the Applicants, all filed; **AND UPON** hearing the submissions of counsel for the Applicants, counsel for the Monitor, counsel for the Syndicate (as defined in the Affidavit of Sean Bovingdon sworn February 16, 2016), and counsel for other interested parties;

IT IS HEREBY ORDERED AND DECLARED THAT:

1. Service of this Application and supporting documents is hereby declared to be good and sufficient, the time for notice is hereby abridged to the time provided, and no other person is required to have been served with notice of this Application.

2. Capitalized terms not otherwise defined herein shall have the meanings as defined in the Affidavits of Sean Bovingdon sworn and filed in these proceedings.

Stay Extension

3. The Stay Period as ordered and defined in paragraph 2 of the Initial Order filed February 17, 2016 and as extended pursuant to the Order (Stay Extension) granted on May 6, 2016, is hereby extended until and including August 31, 2016.

Distribution of Net Proceeds of the Transaction

4. The Monitor's intended actions in distributing the net proceeds of the Transaction that are attributable to the rolling stock and the leasehold interests of Argent US to the Syndicate, in accordance with the Order (Interim Distribution) granted herein on May 10, 2016, are hereby approved.

Expansion of the Monitor's Powers With Respect to the Trust

5. The expansion of the Monitor's powers in respect of the Trust as set forth below is hereby authorized and approved, effective June 30, 2016, on the terms and conditions set

out herein. Nothing in this Order shall derogate from the powers of the Monitor as provided for in the Initial Order or the CCAA.

6. In addition to the powers and duties of the Monitor set out in the Initial Order and the CCAA, and without altering in any way the limitations and obligations of the Trust as a result of these proceedings, the Monitor be and is hereby authorized and empowered to:

(a) preserve, protect and maintain control of the property of the Trust (the "Property"), or any parts thereof;

(b) oversee and direct the preparation of cash flow statements and to assist in the dissemination of financial and other information in these proceedings with respect to the Trust;

(c) receive, collect and take possession of all monies and accounts now owed or hereafter owing to the Trust, including proceeds payable pursuant to a sale of Property;

(d) execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Monitor's name or in the name and on behalf of the Trust;

(e) exercise any rights which the Trust may have;

(f) provide instruction and direction to the advisors of the Trust;

(g) make any distribution or payments by the Trust required under any Order in these proceedings;

(h) assign the Trust into bankruptcy; and

(i) to perform such other duties or take any steps reasonably incidental to the exercise of such powers and obligations conferred upon the Monitor by this Order or any further Order of this Court.

7. The Monitor is directed to assign the Trust into bankruptcy at such time as the Monitor deems appropriate.

8. No provision in this Order is intended to appoint the Monitor as an officer, director or employee of the Trust. Additionally, nothing in this Order shall constitute or be deemed to constitute the Monitor as a receiver, assignee, liquidator, or receiver and manager of the Trust and that any distribution made to creditors of the Trust will be deemed to have been made by the Trust.

9. The Monitor shall continue to have the benefit of all of the protections and priorities as set out in the Initial Order and the CCAA, and any such protections and priorities shall apply to the Monitor in fulfilling its duties under this Order or in carrying out the provisions of this Order.

"D. B. Nixon"

The Honourable Mr. Justice B. Nixon
J.C.C.Q.B.A.

TAB 7

Clerk's stamp:

COURT FILE NUMBER: 1401-11768

COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE OF CALGARY

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, as amended

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF BROADACRE AGRICULTURE INC. AND WIGMORE FARMS LTD.

APPLICANTS: BROADACRE AGRICULTURE INC. AND WIGMORE FARMS LTD.

DOCUMENT: **ORDER (Distribution, Sale Process, Expansion of Monitor's Powers and Stay Extension)**

Osler, Hoskin & Harcourt LLP
Box 50, 1 First Canadian Place
Toronto, Ontario, Canada
M5X 1B8
Solicitor: Tracy C. Sandler
Telephone: 416 862 5890
Facsimile: 416 862 6666
Email: tsandler@osler.com
File Number: 1161092

I hereby certify this to be a true copy of the original ORDER
Dated this 29 day of July, 2015
for Clerk of the Court

DATE ON WHICH ORDER WAS PRONOUNCED: July 29, 2015

NAME OF JUDGE WHO MADE THIS ORDER: The Honourable Madam Justice Dario

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

UPON the application of Broadacre Agriculture Inc. ("**Broadacre**") and Wigmore Farms Ltd. ("**Wigmore**") (collectively with Broadacre, the "**Applicants**"); **AND UPON** reading the Affidavit of Andrew Marshall, Chief Financial Officer of Broadacre, sworn on July 20, 2015, filed (the "**Marshall Affidavit**"); **AND UPON** reading the seventh report (the "**Seventh Report**") of the court-appointed Monitor, PricewaterhouseCoopers Inc. (the "**Monitor**"), filed; **AND UPON** hearing counsel for the Applicants, the Monitor, and for any other parties who may be present; **AND UPON** being satisfied that the Applicants have acted and continue to act in good faith and with due diligence and that the circumstances exist that make this Order appropriate; **IT IS HEREBY ORDERED AND DECLARED THAT**:

SERVICE

1. Service of this application is properly returnable today and service of this application on the service list is validated. No persons other than those on the service list were entitled to service of this application.

DISTRIBUTION OF AUCTION SALE PROCEEDS

2. Broadacre is expressly authorized and empowered to distribute a total of $533,720 of the proceeds from the sale of equipment under the RBA Agreement (as such term is defined in paragraph 20 of the Order dated January 22, 2015) that is not specifically secured in favour of an equipment lessor to the Monitor, Monitor's counsel and Applicants' counsel for payment of outstanding professional fees and disbursements.

DEVELOPMENT PROPERTY PROPOSAL

3. The proposal by Jones Lang LaSalle (the "**JLL Proposal**") for the solicitation of a sale or investment in the Applicants' five quarters of unlisted land (the "**Development Property**") dated June 15, 2015 is hereby approved.

4. The Applicants shall commence the sale and investment process set out in the JLL proposal and are hereby authorized and directed to perform each of their obligations thereunder.

5. The Applicants shall remit any and all proceeds from the Development Property to the Monitor, if and when received, to be held in trust by the Monitor pending further order of this Court.

MONITOR'S ADDITIONAL POWERS

6. In addition to the powers and obligations set out in the Initial Order and under the CCAA, the Monitor is hereby authorized at once but not obligated to (in each case for and on behalf of the Applicants and without personal liability therefor):

(a) take all steps necessary to complete equipment auctions and sales, farm land sales, crop sales and the sale of the Development Property;

(b) take possession and control of all of the Applicants' bank accounts, accounts receivable and proceeds of sale arising from the disposition of the Applicants' Property;

(c) pay creditors or other claimants in accordance with any order made in these proceedings;

(d) exercise any shareholder rights of the Applicants;

(e) negotiate and extend, as applicable and if necessary, executive employment agreements;

(f) communicate and share information with such Persons (as defined in the Initial Order) relating to the Property;

(g) allow, settle or dispute all claims that remain extant pursuant to the Claims Process Order of this Court dated November 26, 2014; and

(h) take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations.

7. The Monitor shall incur no liability or obligation as a result of its appointment or the carrying out of the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part. Nothing in this Order shall derogate from the protections afforded the Monitor by the CCAA or any applicable legislation.

EXTENSION OF THE STAY PERIOD

8. The Stay Period, as defined in paragraph 13 of the Initial Order granted on November 4, 2014, is hereby further extended up to and including December 4, 2015. An Interim Report of the Monitor shall be filed with the Court and served on the parties referenced on Service List ## and on the Monitor's Website by October 5, 2015.

DISTRIBUTION OF AUCTION PROCEEDS/ CONSEQUENTIAL AMENDMENTS TO DISTRIBUTION ORDER

9. The Order Approving Distribution granted by the Honourable Justice K.M. Horner in the within proceedings on March 20, 2015 be and the same is hereby amended as follows:

   (a) In paragraph 2, the words "purchase money" be and the same are hereby deleted and replaced with the word "perfected"; and

   (b) In paragraph 3, the phrase "in accordance with their respective priority" be and the same is hereby inserted in the third line following the words "Secured Creditors".

DEFERRAL OF KERP PAYMENTS

10. Broadacre be and is hereby authorized to defer payments on account of amounts outstanding under the key employee retention plans until August 31, 2015 or such further date in the Monitor's discretion.

SEALING

11. Confidential Exhibit "A" and "B" to the Marshall Affidavit shall be sealed on the Court file until the closing of the transactions contemplated under Exhibit "A" and Exhibit "B", respectively, notwithstanding Division 4 of Part 6 of the *Alberta Rules of Court*.

12. Confidential Exhibit "A" and Confidential Exhibit "B" to the Marshall Affidavit shall be sealed and filed in an envelope containing the following endorsement thereon:

THIS ENVELOPE CONTAINS THE CONFIDENTIAL EXHIBIT TO THE AFFIDAVIT OF ANDREW MARSHALL DATED JULY 20, 2015. THIS CONFIDENTIAL EXHIBIT IS SEALED PURSUANT TO AN ORDER ISSUED BY THE HONOURABLE MADAM JUSTICE DARIO ON JULY 29, 2015 AND IS NOT TO BE PLACED ON THE PUBLIC RECORD OR MADE PUBLICALLY ACCESSIBLE.

GENERAL

13. 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 Applicants, the Monitor and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Applicants and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor in any foreign proceeding, or to assist the Applicants and the Monitor and their respective agents in carrying out the terms of this Order.

14. Each of the Applicants and the Monitor be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order and that the Monitor is authorized and empowered to act as a representative in respect of the within proceeding for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

Justice of the Court of Queen's Bench of Alberta

TAB 8

I hereby certify this to be a true copy of
the original Order
Dated this 30 day of Sept., 2013
for Clerk of the Court

CLERK'S STAMP
CLERK OF THE COURT
FILED
SEP 30 2013
JUDICIAL CENTRE
OF CALGARY

COURT FILE NUMBER	1301 – 04364
COURT	COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE	CALGARY
APPLICANTS	IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED AND IN THE MATTER OF POSEIDON CONCEPTS CORP., POSEIDON CONCEPTS LTD., POSEIDON CONCEPTS LIMITED PARTNERSHIP AND POSEIDON CONCEPTS INC.
DOCUMENT	**ORDER (Expansion of Monitor's Powers)**
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	**BENNETT JONES LLP** Barristers and Solicitors 4500, 855 – 2nd Street SW Calgary, Alberta T2P 4K7 Attention: Ken Lenz Telephone No.: (403) 298-3317 Facsimile No.: (403) 265-7219 Client File No.: 11866.66
DATE ON WHICH ORDER WAS PRONOUNCED:	**Friday, September 27, 2013**
LOCATION WHERE ORDER WAS PRONOUNCED:	**Calgary**
NAME OF JUSTICE WHO MADE THIS ORDER:	**The Honourable Madam Justice K.M. Eidsvik**

UPON the application of the PricewaterhouseCoopers Inc., the Court-appointed Monitor (the "Monitor") of Poseidon Concepts Corp., Poseidon Concepts Ltd., Poseidon Concepts

Limited Partnership and Poseidon Concepts Inc. (collectively, "**Poseidon**"); AND UPON the consent of The Toronto-Dominion Bank, as agent for a syndicate comprised of The Toronto-Dominion Bank, National Bank of Canada, The Bank of Nova Scotia and HSBC Bank Canada (collectively, the "**Lending Syndicate**"); AND UPON having read the Thirteenth Report of the Monitor dated September 6, 2013 and the Sixteenth Report of the Monitor dated September 26, 2013; AND UPON noting that the Poseidon Board of Directors have indicated their intention to resign, and that the third party contract management services provided by Total Water Management Inc. have concluded;

AND UPON hearing from counsel for the Monitor, counsel to the Lending Syndicate, counsel to Poseidon and any other affected parties that may be present;

IT IS HEREBY ORDERED AND DECLARED THAT:

DEFINED TERMS

1. Capitalized terms not defined herein shall have the meanings ascribed to them in the Initial Order of this Court in these proceedings dated April 9, 2013 (the "**Initial Order**").

SERVICE

2. The time for service of the notice of application for this order is hereby abridged and deemed good and sufficient and this application is properly returnable today.

EXPANSION OF MONITOR'S POWERS

3. The expansion of the Monitor's powers in respect of Poseidon as set forth below is hereby authorized and approved, on the terms and conditions set out herein. Nothing in this Order shall derogate from the powers of the Monitor as provided for in the Initial Order.

4. In addition to the powers and duties of the Monitor set out in the Initial Order, without altering in any way the limitations and obligations of Poseidon as a result of these proceedings, the Monitor be and is hereby authorized and empowered to:

   (a) preserve, protect and maintain control of the Property, or any parts thereof;

(b) operate and carry on the business of Poseidon including, without limitation:

(i) completing any transaction for the sale of Property; and

(ii) negotiating, developing and implementing a Plan or Plans on behalf of Poseidon;

(c) take all steps and actions the Monitor considers necessary or desirable in these proceedings including, without limitation:

(i) entering into any agreements;

(ii) incurring obligations in the ordinary course of business;

(iii) retaining or terminating employees; and

(iv) ceasing to carry on all or any part of the Business;

(d) engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the powers and duties conferred by this Order;

(e) oversee and direct the preparation of cash flow statements and to assist in the dissemination of financial and other information in these proceedings;

(f) receive, collect and take possession of all monies and accounts now owed or hereafter owing to any one of Poseidon, including proceeds payable pursuant to a sale of Property;

(g) execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Monitor's name or in the name and on behalf any one of Poseidon;

(h) initiate, prosecute and continue the prosecution of any and all proceedings on behalf of Poseidon and to settle or compromise any such proceedings or claims. For greater certainty, such authority shall include the ability to represent Poseidon

in any negotiations or mediation with respect to such claims of Poseidon. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceedings;

(i) instruct counsel respecting the defence of the class proceedings commenced against Poseidon, only to the extent that such instructions are necessary for defence counsel in the class proceedings and only to the extent such instructions do not require the disclosure of privileged information or documentation to the Monitor, and provided that the Monitor shall not have the authority to take any steps that would have the effect of invalidating coverage under any applicable insurance policy;

(j) exercise any rights which Poseidon may have;

(k) provide instruction and direction to the advisors of Poseidon;

(l) make any distribution or payments required under any Order in these proceedings including the Financial Advisor and to fund the KERP created herein; and

(m) to perform such other duties or take any steps reasonably incidental to the exercise of such powers and obligations conferred upon the Monitor by this Order or any further order of this Court.

5. No provision in this Order is intended to appoint the Monitor as an officer, director or employee of any of Poseidon. Additionally, nothing in this Order shall constitute or be deemed to constitute the Monitor as a receiver, assignee, liquidator, or receiver and manager of any of Poseidon and that any distribution made to creditors of Poseidon will be deemed to have been made by Poseidon.

6. Poseidon and its current and former shareholders, officers, directors, agents and representatives shall fully co-operate with the Monitor in the exercise of its powers and discharge of its duties and obligations under this Order or any other Order of the Court.

7. The Monitor shall continue to have the benefit of all of the protections and priorities as set out in the Initial Order and any such protections and priorities shall apply to the

Monitor in fulfilling its duties under this Order or in carrying out the provisions of this Order.

FOREIGN ASSISTANCE

8. 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 Poseidon, the Monitor and their respective agents in carrying out the terms of this Order.

J.C.Q.B.A.

TAB 9

Rule
Form

COURT FILE NUMBER	1201-15737
COURT	COURT OF QUEEN'S BENCH
JUDICIAL CENTRE	CALGARY
IN THE MATTER OF	**THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36**
AND IN THE MATTER OF	**FAIRWEST ENERGY CORPORATION**
DOCUMENT	**ORDER**

Clerk's Stamp

CLERK OF THE COURT

CLERK OF THE COURT
FILED
MAY 29 2013
JUDICIAL CENTRE
OF CALGARY

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	McMillan LLP 1900, 736 – 6th Avenue SW Calgary, Alberta T2P 3T7 Tel: (403) 531-4700 Fax: (403) 531-4720 Attn: Adam Maerov File No. 214257

I hereby certify this to be a true copy of the original Order
Dated this 29 day of MAY 2013
for Clerk of the Court

DATE ON WHICH ORDER WAS PRONOUNCED:	28 May, 2013
NAME OF JUSTICE WHO MADE THIS ORDER:	Honourable Madam Justice B.E.C. Romaine
LOCATION OF HEARING:	Calgary Courts Centre 601 – 5th St. SW Calgary, Alberta T2P 5P7

UPON THE APPLICATION of Supreme Group Inc. ("SGI"), a secured creditor of, and DIP Lender to, FairWest Energy Corporation ("FEC"); AND UPON having heard representations of counsel for SGI; AND UPON having heard representations of counsel for FEC and counsel for the directors of FEC; AND UPON having read the Affidavit of James W. Joosse, sworn May 27, 2013; AND UPON having read the Fifth Report of the Monitor;

IT IS HEREBY ORDERED THAT:

Service

1. The time for service of the notice of this Application for this Order is hereby abridged and deemed good and sufficient and this Application is properly returnable today.

2. All capitalized terms not otherwise defined in this Order shall have the meaning ascribed to them in the Initial Order granted in these proceedings on December 12, 2012 as amended to the date hereof (the "Initial Order").

Extension of Stay Period

3. The Stay Period set out in paragraph 13 of the Initial Order is hereby extended up to and including July 3, 2013.

Resignation of Directors

4. The Court acknowledges that the board of directors of FEC (the "Directors") have provided written resignations resigning from the board of FEC (the "Resignations") and that counsel for the Directors will provide the Resignations to counsel for SGI in escrow in accordance with a settlement agreement dated May 28, 2013 (the "Settlement Agreement").

5. Upon counsel for SGI's confirmation to counsel to the Monitor of the release of the Resignations from escrow in accordance with the Settlement Agreement, the provisions in paragraphs 6 through 16 of this Order shall take immediate effect.

Expansion of Powers of the Monitor

6. The expansion of the powers of the Monitor in respect of FEC as set out below is authorized and approved on the terms and conditions outlined herein.

7. Nothing in this Order shall derogate from the powers of the Monitor as provided in the Initial Order or any further Order of this Honourable Court in these proceedings.

8. The Monitor, continuing as an officer of the Court, shall be and is hereby authorized to exercise the following powers and duties:

    (a) to select the successful bid (the "Successful Bid") from amongst the bids submitted pursuant to the Sale and Investor Solicitation Process set out by Order of this Honourable Court dated March 19, 2013;

    (b) to oversee and direct the completion of the transaction (the "Transaction") contemplated by the Successful Bid on behalf of FEC and to take all steps on behalf of FEC and to execute all documents as may be reasonably necessary to conclude the Transaction, subject to Court approval, including the right to amend or extend the Successful Bid and the Transaction;

    (c) to apply for any vesting order or other orders necessary to conclude the Transaction;

(d) to have full access to the books, records and key personnel of FEC as may be necessary for the completion of its duties under this Order;

(e) to execute, assign, issue and endorse documents of whatever nature in respect of the Business and any of the Property, whether in the Monitor's name or in the name and on behalf of FEC, for any purpose expressly contemplated by this Order; and

(f) to perform such other duties or take any steps reasonably incidental to the exercise of the powers and obligations conferred upon the Monitor by this Order or any further Order of this Honourable Court in these proceedings.

9. The Monitor shall not have additional powers and duties beyond those set out in this Order. The Monitor shall not have the power to direct or cause the direction of the management and policies of FEC. The Monitor shall neither take possession or control of any of the Property nor manage the Business or any part of the Business.

10. No provision in this Order is intended to appoint the Monitor as an officer, director, or employee of FEC.

Appointment of CRO

11. Marion D. Mackie, the current Chief Financial Officer of FEC, is hereby appointed as the Chief Restructuring Officer (the "CRO") of FEC.

12. The CRO, as an officer of the Court, shall be and is hereby authorized to exercise the following powers and duties:

(a) to supervise and manage the Business, including the power to hire, retain, or terminate employees;

(b) to operate and carry on the Business for the purpose of implementing the Transaction, including the powers to enter into any agreements to incur any obligations in the ordinary course of business, cease to carry on all or any part of the Business, or cease to perform any contracts of FEC;

(c) to execute, assign, issue and endorse documents of whatever nature in respect of the Business and any of the Property; and

(d) to perform such other duties or take any steps reasonably incidental to the exercise of the powers and obligations conferred upon the CRO by this Order or any further Order of this Court.

13. The CRO shall not, by fulfilling her obligations hereunder, be deemed to have taken or maintained possession of the Business or any of the Property.

Cooperation and Protections

14. FEC and its current or former shareholders, officers, directors, employees, agents, and representatives shall cooperate fully with the Monitor and the CRO in the exercise of their powers and discharge of their duties and obligations, including providing the Monitor and the CRO with access to FEC's books, records, assets, and premises as the Monitor and the CRO require.

15. No current or former director, officer, shareholder, employee, agent, or representative of FEC, nor any party related to the Business, shall interfere with the Monitor's or the CRO's exercise of their powers and duties under this Order or any other Order of this Honourable Court in these proceedings.

16. In addition to the rights and protections afforded to the Monitor and the CRO as officers of this Court, the Monitor and the CRO shall incur no liability or obligation as a result of carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on either of their part. Nothing in this Order shall derogate from the protections afforded to the Monitor or the CRO by any applicable legislation.

Amendment to the DIP Financing

17. Paragraphs 31 and 32 of the Initial Order are hereby deleted and replaced with the following:

> 31. The Applicant is hereby authorized and empowered to obtain and borrow under a credit facility from Supreme Group Inc. (the "DIP Lender") in order to finance the Applicant's working capital requirements and other general corporate purposes and capital expenditures, provided that borrowings under such credit facility shall not exceed $1,765,000 as more specifically set out in the Commitment Letter (as defined below) unless permitted by further order of this Court.
>
> 32. Such credit facility shall be on terms and subject to the conditions set forth in the commitment letter between the Applicant and the DIP Lender dated as of December 10th, 2012, as amended pursuant to the amending letters dated January 8, 2013, February 7, 2013, March 14, 2013, April 23, 2013, and May 27, 2013 (the "Commitment Letter"), filed.

General

18. The Monitor will provide regular reports and updates to this Court from time to time with respect to its performance, or the exercise of its additional powers, duties, rights, and obligations as provided and set out in this Order, which reporting is not required to be in affidavit form and shall be considered as evidence by this Court.

19. The Monitor and the CRO are at liberty and authorized and empowered to apply to any Court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for advice, assistance, and direction as may be necessary to give full force and effect to, and in carrying out the terms of this Order.

20. This Order and all of its provisions are effective as of 12:01AM Mountain Standard Time on the date of this Order.

"B. Romaine"

Justice of the Court of Queen's Bench of Alberta

TAB 10

Court File No. CV-18-590812-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE MR.	)	FRIDAY, THE 18th
JUSTICE HAINEY	)	DAY OF OCTOBER, 2019
	)	

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF **CARILLION CANADA HOLDINGS INC., CARILLION CANADA INC., CARILLION CANADA FINANCE CORP., CARILLION CONSTRUCTION INC., CARILLION PACIFIC CONSTRUCTION INC., CARILLION SERVICES INC., CARILLION SERVICES (FSCC) INC., BEARHILLS FIRE INC., OUTLAND CAMPS INC., OUTLAND RESOURCES INC., ROKSTAD POWER GP INC., 0891115 BC LTD., GOLDEN EARS PAINTING & SANDBLASTING LTD., PLOWE POWER SYSTEMS LTD. AND CARILLION GENERAL PARTNER (B.C.) LIMITED** (collectively, the "**Applicants**")

ORDER
(STAY EXTENSION AND ENHANCED MONITOR'S POWERS)

THIS MOTION, made by the Applicants, pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**") for an order, among other things, amending and supplementing the Initial Order granted in these proceedings dated January 25, 2018 (as amended, the "**Initial Order**") and certain related relief was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Affidavit of Keith Hamilton, sworn October 10, 2019, and the Twentieth Report of the Monitor, dated October 15, 2019, filed, and such further materials as counsel may advise, and on hearing submissions of counsel for the Applicants, counsel for the Monitor and counsel for those parties listed on the counsel slip for today's hearing, and no one else appearing although duly served as evidenced by the Affidavit of Melissa Feriozzo, sworn October 11, 2019.

Capitalized Terms

1. **THIS COURT ORDERS** that the capitalized terms not otherwise defined in this Order shall have the meanings ascribed to them in the Initial Order.

Service

2. **THIS COURT ORDERS** that the filing and service of the Notice of Motion and Motion Record, including method and timing of notice, pursuant to the E-Service Protocol of the Commercial List, is hereby approved and validated and that the time for service of the Notice of Motion and the Motion Record is hereby abridged and validated so that this Motion is properly returnable today and hereby dispenses with further service thereof.

Stay Period Extended

3. **THIS COURT ORDERS** that the Stay Period (as defined in paragraph 17 of the Initial Order) is hereby extended until and including April 30, 2020.

Monitor's Enhanced Powers

4. **THIS COURT ORDERS** that in addition to the powers and duties set out in the Initial Order, or any other Order of this Court in these proceedings, and without altering in any way the limitations and obligations of the Applicants as a result of these proceedings, the Monitor be and is hereby authorized and empowered, but not required, to:

(a) take any and all actions and steps, and execute all documents and writings, on behalf, and in the name of an Applicant or all Applicants, in order to facilitate the performance of any ongoing contracts and business operations of the Applicants, and to carry out the Monitor's duties under this Order or any other Order of this Court in these proceedings;

(b) cause the Applicants to exercise any powers which may properly be exercised in the Applicants' capacity as shareholder(s) of any subsidiary of the Applicants;

(c) exercise any powers which may be properly exercised by a board of directors of any of the Applicants;

(d) cause the Applicants to retain the services of any person as an employee, consultant, or other similar capacity of one or more of the Applicants, all under the supervision and direction of the Monitor and on the terms as agreed with the Monitor;

(e) operate and control on behalf of the Applicants any of the Applicants' existing accounts at any financial institution (the "**Company Accounts**") in such manner as the Monitor, in its sole discretion, deems necessary or appropriate to assist with the exercise of the Monitor's powers and duties, including the ability to add or remove persons having signing authority with respect to any of the Company Accounts;

(f) conduct, supervise and direct (A) sales of, or one or more sales processes for, the Applicants' Property or the Applicants' Business; and (B) the continuation or commencement of any process or effort to recover property or other assets (including accounts receivable, cash, and construction claims) belonging or owing to any of the Applicants or their affiliates, including any direct or indirect subsidiaries;

(g) cause the Applicants to administer the business, affairs and operations of the Applicants as the Monitor considers necessary or desirable for the purpose of completing any transaction (whether or not already approved by this Court) for the sale of the Applicants' Property or the Applicants' Business or any part of it;

(h) engage assistants or advisors or cause the Applicants to engage assistants or advisors as the Monitor deems necessary or desirable to carry out the terms of the Initial Order or any other Order made in these proceedings, provide instructions to such assistants or advisors, including legal counsel to the Applicants, and all such persons shall be deemed to be "Assistants" under the Initial Order;

(i) administer the Applicants' claims process established pursuant to the Claims Procedure Order granted on July 6, 2018, as amended by the First Amended Claims Procedure Order granted on January 29, 2019 and the Second Amended Claims Procedure Order granted on May 23, 2019, the Lien Regularization Order granted on March 14, 2018 (as amended on May 23, 2019), and any other claims

bar and/or claims resolution processes or protocols as may be approved by Order of this Court in these proceedings;

(j) propose or cause the Applicants or any one or more of them to propose one or more (A) plans of distribution or court applications related thereto; and (B) plans of compromise and/or arrangement, either in respect of certain or all of the Applicants;

(k) cause the Applicants to perform such other functions or duties as the Monitor considers necessary or desirable in order to facilitate or assist the Applicants in dealing with the Applicants' Property or operations, restructuring, wind-down, liquidation, distribution of proceeds, or any other related activities;

(l) meet with and direct management or employees of and persons retained by the Applicants with respect to any of the foregoing including, without limitation, operational, restructuring, and liquidation matters; and

(m) apply to this Court for advice and directions or any orders necessary or advisable to carry out its powers and obligations under this Order or any other Order granted by this Court including for advice and directions with respect to any matter.

5. **THIS COURT ORDERS** that the enhancement of the Monitor's powers as set forth in this Order, the exercise by the Monitor of any of its powers, the performance by the Monitor of any of its duties, or the employment by the Monitor of any person in connection with its appointment and the performance of its powers and duties shall not constitute the Monitor as the employer, successor employer or related employer of the employees of the Applicants within the meaning of any provincial, federal, or municipal legislation, or common law governing employment, pensions or labour standards or any other statute, regulation or rule of law or equity for any purpose whatsoever or expose the Monitor to liability to any individual arising from or relating to their previous employment by the Applicants.

6. **THIS COURT ORDERS** that, without limiting the provisions of the Initial Order, all employees and consultants of the Applicants shall remain employees or consultants of the Applicants until such time as the Monitor, on the Applicants' behalf, may terminate the employment of such employees or other contractual or consulting arrangements. Nothing in this Order shall, in and of itself, cause the Monitor to be liable for any employee-related liabilities or

duties, including, without limitation, wages, severance pay, termination pay, vacation pay and pension or benefit amounts.

7. **THIS COURT ORDERS** that the Monitor is not and shall not be or be deemed to be, a director, officer, or employee of the Applicants.

8. **THIS COURT ORDERS** that, without limiting the provisions of the Initial Order, the Applicants shall remain in possession and control of the Applicants' Property and the Applicants' Business and that the Monitor shall not take possession and control of the Applicants' Property, the Applicants' Business, or any part thereof.

9. **THIS COURT ORDERS** that the Monitor shall continue to have the benefit of all of the indemnities, charges, protections and priorities as set out in the Initial Order and any other Order of this Court and all such indemnities, charges, protections and priorities shall apply and extend to the Monitor and the fulfillment of its duties or the carrying out of the provisions of this Order.

10. **THIS COURT ORDERS** that the Applicants shall cooperate fully with the Monitor and any directions it may provide pursuant to this Order and shall provide such assistance as the Monitor may reasonably request from time to time to enable the Monitor to carry out its duties and powers as set out in the Initial Order, this Order, or any other Order of this Court under the CCAA or applicable law generally.

11. **THIS COURT ORDERS** that references to "directors" and "officers" in paragraphs 25, 26, and 27 of the Initial Order are understood to mean directors and officers, respectively, that served in such capacity:

(a) at any time on or after January 25, 2018, with respect to directors and officers of Carillion Canada Holdings Inc., Carillion Canada Inc., Carillion Canada Finance Corp., and Carillion Construction Inc.;

(b) at any time on or after March 1, 2018, with respect to directors and officers of Carillion Pacific Construction Inc.;

(c) at any time on or after March 7, 2018, with respect to directors and officers of Carillion Services Inc., Carillion Services (FSCC) Inc., Bearhills Fire Inc., Outland Camps Inc., and Outland Resources Inc.; and

(d) at any time on or after June 13, 2018, with respect to directors and officers of Rokstad Power GP Inc., 089115 BC Ltd., Golden Ears Painting & Sandblasting Ltd., Plowe Power Systems Ltd., and Carillion General Partner (B.C.) Limited;

and that the reference to "independent counsel to the Board of Directors" in paragraph 34 of the Initial Order is understood to mean Chaitons LLP.

12. **THIS COURT ORDERS** that nothing in this Order shall constitute or be deemed to constitute the Monitor as receiver, assignee, liquidator, administrator, receiver-manager, agent of the creditors or legal representative of any of the Applicants within the meaning of any relevant legislation and that any distributions to creditors of the Applicants by the Monitor will be deemed to have been made by the Applicants themselves.

13. **THIS COURT ORDERS** that, except as may be necessary to give effect to this Order, the Initial Order and any other Order granted by this Court in these proceedings shall remain in full force and effect and, for greater certainty, nothing in this Order shall derogate from the role of the Monitor, counsel to the Monitor, counsel to the Applicants, and independent counsel to the Board of Directors in these proceedings who shall in each case continue to be paid their respective professional fees and disbursements in accordance with the Initial Order and to be entitled to the benefit of the protections and priorities set out in the Initial Order, including paragraphs 34 – 43, in connection with their respective professional fees and disbursements incurred in respect of these proceedings after the date of this Order.

14. **THIS COURT ORDERS** that the Directors' Charge shall not be discharged and the funds being held by the Monitor in relation to the Directors' Charge shall not be distributed, until the Monitor has completed a claims process with respect to all claims and potential claims against the directors and officers that could result in claims against the Directors' Charge, or some other process as may be approved by the Court, providing for the determination and resolution of such claims.

15. **THIS COURT ORDERS** that the power and authority granted to the Monitor by virtue of this Order shall, if exercised in any case, be paramount to the power and authority of the Applicants with respect to such matters and, in the event of a conflict between the terms of this Order and those of the Initial Order or any other Order of this Court, the provisions of this Order shall govern.

General

16. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, the United Kingdom or in the United States to give effect to this Order and to assist the Applicants and the Monitor and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Applicants and the Monitor and their respective agents as may be necessary or desirable to give effect to this Order or to assist the Applicants and the Monitor and their respective agents, in carrying out the terms of this Order.

Hainey J.

ENTERED AT / INSCRIT À TORONTO
ON / BOOK NO:
LE / DANS LE REGISTRE NO:

OCT 18 2019

PER / PAR: AS.

Court File No.: CV-18-590812-00CL

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36 AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF **CARILLION CANADA HOLDINGS INC., CARILLION CANADA INC., CARILLION CANADA FINANCE CORP., CARILLION CONSTRUCTION INC., CARILLION PACIFIC CONSTRUCTION INC., CARILLION SERVICES INC., CARILLION SERVICES (FSCC) INC., BEARHILLS FIRE INC., OUTLAND CAMPS INC., OUTLAND RESOURCES INC., ROKSTAD POWER GP INC., 0891115 BC LTD., GOLDEN EARS PAINTING & SANDBLASTING LTD., PLOWE POWER SYSTEMS LTD.,** AND **CARILLION GENERAL PARTNER (B.C.) LIMITED**

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)
Proceeding Commenced at Toronto

ORDER
(STAY EXTENSION AND ENHANCED MONITOR'S POWERS)

BLAKE, CASSELS & GRAYDON LLP
199 Bay Street
Suite 4000, Commerce Court West
Toronto, Ontario M5L 1A9

Pamela Huff (LSO#: 27344V)
pamela.huff@blakes.com

Peter Rubin (LSBC#: 502886)
peter.rubin@blakes.com

Aryo Shalviri (LSO#: 63867A)
aryo.shalviri@blakes.com

Tel: 416.863.2962
Fax: 416.863.2653

Lawyers for the Applicants

TAB 11

Court File CV-13-10181-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE MR.	)	FRIDAY, THE 4th
	)	
JUSTICE NEWBOULD	)	DAY OF OCTOBER, 2013

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF COMSTOCK CANADA LTD., CCL EQUITIES INC., AND CCL REALTY INC.

Applicants

ORDER

THIS MOTION made by the Bank of Montreal ("**BMO**") was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of Gregory Fedoryn sworn October 2, 2013 (the "**Fedoryn Affidavit**") and the Exhibits thereto, the supplementary affidavit of Gregory Fedoryn sworn October 4, 2013, the Monitor's Fifth Report to the Court dated October 4, 2013, and the Affidavit of Pierre Chenard sworn October 4, 2013 and the Exhibits thereto, and on hearing the submissions of counsel for BMO, the Applicants, the Monitor, and counsel for those other parties listed on the Counsel Slip, no one appearing for any other person on the e-mail Service List, although served,

GENERAL

1. **THIS COURT ORDERS** that capitalized terms used herein and not otherwise defined shall have the meanings given to them in the Amended and Restated Initial Order dated July 9,

2013 (as the same has been amended from time to time, the "**Initial Order**").

2. **THIS COURT ORDERS** that to the extent that there is a conflict or inconsistency between any provision of this Order and any provision of the Initial Order, the relevant provision of this Order shall govern to the extent of such conflict or inconsistency.

SET OFF BY DIP LENDER

3. **THIS COURT ORDERS** that the DIP Lender is authorized and empowered to set off any amounts in the BMO Accounts (as defined in the Fedoryn Affidavit) against the obligations of the Applicants to the DIP Lender under the Commitment Letter, the Definitive Documents and the DIP Lender's Charge, other than the amount of $750,000, which shall be paid to the Monitor for the benefit of the beneficiaries of the Administration Charge, and such set off shall be free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, construction liens, trust claims (whether or not perfected or preserved), 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, including, without limiting the generality of the foregoing, any encumbrances or charges created by Orders of the Court granted in these proceedings (collectively, the "**Claims**").

3A. **THIS COURT ORDERS** that notwithstanding paragraph 3 above, the DIP Lender shall retain in the BMO Accounts the amount of $220,000 pending determination of the priority of the claims of certain employees of the International Brotherhood of Electrical Workers Construction Council of Canada (the **"International Brotherhood")** and its locals 105, 115, 120, 303, 353, 402, 424, 530, 586, 773, 804, and 1687 and related trust funds (collectively, the "unions") for unpaid wages and remittances and benefits, and claims of BMO pursuant to the DIP Lender's Charge to such amount. In the event the Court is required to determine the priority dispute in respect of the International Brotherhood and its locals and their employees, such determination shall be based on the facts as they existed on the date of this Order. Claims to the $220,000 are limited to the claims of BMO and International Brotherhood and its locals and their employees.

4. **THIS COURT ORDERS** that, 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 any of the Applicants and any bankruptcy order issued pursuant to any such applications; and

(c) any assignment in bankruptcy made in respect of any of the Applicants;

the exercise of set off by the DIP Lender pursuant to this Order shall be binding on any receiver, receiver-manager and trustee in bankruptcy that may be appointed in respect of any of the Applicants and shall not be void or voidable by creditors of the Applicant, 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.

OPERATIONS AND BUSINESS OF THE APPLICANTS

5. **THIS COURT ORDERS** that the Applicants are authorized and empowered to carry on business to the limited extent necessary to perform its obligations under the following contracts (collectively, the "**Ongoing Contracts**"): (i) contracts entered into with Rio Tinto Alcan Inc. ("**Rio Tinto**"); (ii) contracts entered into with PCL Constructors Canada Ltd. ("**PCL**") in respect of the St. Joseph's Hamilton Healthcare West 5th Campus Redevelopment Project; and (iii) certain contracts that are subject to a proposed transaction with an indirect subsidiary of The Williams Companies ("**Williams**") (the "**Proposed Sale Transaction**").

6. **THIS COURT ORDERS** that, with the exception of the Ongoing Contracts, the Applicants shall not continue to perform its obligations under its construction contracts without the consent of the Monitor.

7. **THIS COURT ORDERS** that from and after the date of this Order, any and all costs

associated with the Applicants' performance of the Ongoing Contracts shall be funded by Rio Tinto, PCL and Williams, respectively, into separate, segregated trust accounts in the name of the Monitor (the "**Ongoing Contracts Accounts**"), and in accordance with the terms of cost reimbursement agreements to be entered into by the Applicants with each of Rio Tinto, PCL and Williams by no later than Wednesday October 9, 2013 or such later date as the Monitor may agree. In the absence of such funding, the Applicants shall not be required to perform its obligations under the applicable Ongoing Contracts. For greater certainty, any receivables received pursuant to any of the Ongoing Contracts shall be deposited in the applicable Ongoing Contracts Account.

8. **THIS COURT ORDERS** that nothing in this Order shall, in and of itself, cause an employer/employee relationship to be formed between PCL and Rio Tinto and any employee of the Applicants, nor create any relationship, affiliation or agreement between PCL and Rio Tinto and any trade union or other employee association or organization, nor shall cause PCL and/or Rio Tinto to be liable for any employee-related liabilities or duties, including, without limitation, wages, severance pay, termination pay, vacation pay and pension or benefit amounts.

9. **THIS COURT ORDERS** that funding by PCL shall not constitute PCL to be the employer, successor employer or related employer of the employees of the Applicants within the meaning of any provincial, federal, or municipal legislation or common law governing employment, pensions or labour standards or any other statute, regulation or rule of law or equity for any purpose whatsoever or expose PCL to liability to any individuals arising from or relating to their previous employment by the Applicants.

ENHANCED POWERS OF THE MONITOR

10. **THIS COURT ORDERS** that, in addition to the powers and duties set out in the Initial Order (or any other Order of this Court in these proceedings), the Monitor is hereby fully and exclusively authorized and empowered, but not required, to take any and all actions and steps, and execute any and all documents and writings, on behalf, and in the name of the Applicants or any of them in order to facilitate the performance of the Ongoing Contracts by the Applicants and to carry out its duties under this Order or any other Order of the Court.

11. **THIS COURT ORDERS** that the Monitor is authorized and empowered to operate on behalf of the Applicants any of the Applicants' existing accounts at any financial institution, (the "**Company Accounts**") in such manner as the Monitor, in it is sole discretion, deems necessary or appropriate to assist with the exercise of the Monitor's powers and duties set out herein, including the ability to add or remove persons having signing authority with respect to any of the Company Accounts.

12. **THIS COURT ORDERS** that all employees of the Applicants shall remain the employees of the Applicants until such time as the Monitor, on the Applicants' behalf, may terminate the employment of such employees. Nothing in this Order shall, in and of itself, cause the Monitor to be liable for any employee-related liabilities or duties, including, without limitation, wages, severance pay, termination pay, vacation pay and pension or benefit amounts.

13. **THIS COURT ORDERS** that the enhancement of the Monitor's powers as set forth herein, the exercise by the Monitor of any of its powers, the performance by the Monitor of any of its duties, or the use or employment by the Monitor of any person in connection with its appointment and the performance of its powers and duties shall not constitute the Monitor the employer, successor employer or related employer of the employees of the Applicants within the meaning of any provincial, federal, or municipal legislation or common law governing employment, pensions or labour standards or any other statue, regulation or rule of law or equity for any purpose whatsoever or expose the Monitor to liability to any individuals arising from or relating to their previous employment by the Applicants.

14. **THIS COURT ORDERS** that the Monitor is not, and shall not be or be deemed to be, a director, officer or employee of the Applicants.

15. **THIS COURT ORDERS** that the Monitor shall continue to have the benefit of all of the protections and priorities as set out in the Initial Order and any such protections and priorities shall apply to the Monitor in fulfilling its duties and exercising any of its powers under this Order or any other Order of this Court.

16. **THIS COURT ORDERS** that the Applicants, its management and advisors shall cooperate fully with the Monitor and any directions it may provide pursuant to this Order or any

other Order of this Court and shall provide the Monitor with such assistance as the Monitor may request from time to time to enable the Monitor to carry out its duties and powers as set out in this Order or any other Order of this Court.

17. **THIS COURT ORDERS** that nothing in this Order shall constitute or be deemed to constitute the Monitor as a receiver, assignee, liquidator, administrator, receiver-manager, agent of the creditors or legal representative of any of the Applicants within the meaning of any relevant legislation and that any distribution ultimately made to creditors of the Applicants by the Monitor will be deemed to have been made by the Applicants themselves.

RESIDUAL ASSETS

18. **THIS COURT ORDERS** that the Property of the Applicants, excluding the Ongoing Contracts and any Property of the Applicants that is subject to the Proposed Sale Transaction, shall be referred to herein as the "**Residual Assets**".

19. **THIS COURT ORDERS** that Monitor is hereby empowered and authorized to act at once in respect of the Residual Assets and the Monitor is expressly empowered and authorized to do any of the following where the Monitor considers it necessary or desirable:

(a) to receive, preserve, and protect the Residual Assets, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Residual Assets to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;

(b) to receive and collect all monies and accounts now owed or hereafter owing to any the Applicants that form part of the Residual Assets and to exercise all remedies of the Applicants in collecting such monies, including, without limitation, to enforce any security held by the Applicants;

(c) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Residual Assets in the name and on behalf of the Applicants, for any purpose pursuant to this Order;

(d) to market any or all of the Residual Assets, including advertising and soliciting offers in respect of the Residual Assets or any part or parts thereof and negotiating such terms and conditions of sale as the Monitor in its discretion may deem appropriate;

(e) to sell, convey, transfer, lease or assign the Residual Assets or any part or parts thereof without the approval of this Court in respect of any transaction not exceeding $1,000,000, and with the approval of this Court in respect of any transaction in which the purchase price exceeds such amount; and

(f) to apply for any vesting order or other orders necessary to convey the Residual Assets or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Residual Assets.

20. **THIS COURT ORDERS** that the Monitor and counsel to the Monitor shall be paid their reasonable fees and disbursements in connection with realizing upon the Residual Assets pursuant to this Order, in each case at their standard rates and charges, and that the Monitor and counsel to the Monitor shall be entitled to and are hereby granted a charge on the net proceeds of the Residual Assets (the "**Residual Proceeds**"), as security for such fees and disbursements, and that such charge shall form a first charge on the Residual Proceeds in priority to all Claims in favour of any Person.

ADMINISTRATION CHARGE

21. **THIS COURT ORDERS** that the fees of counsel for the Directors, incurred from and after the date hereof, shall not be eligible for the protection of the Administration Charge.

APPROVAL OF AMENDED COST REIMBURSEMENT AGREEMENT

22. **THIS COURT ORDERS AND DECLARES** that the Amended Cost Reimbursement Agreement (the **"ACRA"**) made as of October 3, 2013, between Comstock and Rio Tinto substantially in the form attached as Exhibit "A" to the Affidavit of Pierre Chenard sworn October 4, 2013, be and is hereby approved, ratified, and confirmed, and the execution of the ACRA by Comstock be and is hereby authorized and approved. Comstock is hereby authorized

and directed to take additional steps and execute such additional documents as are contemplated by the ACRA or as may be reasonably required to carry out the intention of the ACRA.

ENTERED AT / INSCRIT À TORONTO
ON / BOOK NO:
LE / DANS LE REGISTRE NO.:

OCT 0 4 2013

MB

Court File No. CV13-10181-00CL

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF COMSTOCK CANADA LTD., CCL EQUITIES INC., AND CCL REALTY INC.

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)
Proceedings commenced at Toronto

ORDER

CHAITONS LLP
Barristers and Solicitors
5000 Yonge Street, 10th Floor
Toronto, ON M2N 7E9

Harvey Chaiton
LSUC Registration No. 21592F
Tel: (416) 218-1129
Fax: (416) 218-1849
E-mail: harvey@chaitons.com

Sam Rappos
LSUC Registration No. 51399S
Tel: (416) 218-1137
Fax: (416) 218-1837
E-mail: samr@chaitons.com

Lawyers for Bank of Montreal

Court File No.: CV-18-590812-00CL

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36 AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF **CARILLION CANADA HOLDINGS INC.**, **CARILLION CANADA INC., CARILLION CANADA FINANCE CORP., CARILLION CONSTRUCTION INC., CARILLION PACIFIC CONSTRUCTION INC., CARILLION SERVICES INC., CARILLION SERVICES (FSCC) INC., BEARHILLS FIRE INC., OUTLAND CAMPS INC., OUTLAND RESOURCES INC., ROKSTAD POWER GP INC., 0891115 BC LTD., GOLDEN EARS PAINTING & SANDBLASTING LTD., PLOWE POWER SYSTEMS LTD.,** AND **CARILLION GENERAL PARTNER (B.C.) LIMITED**

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)
Proceeding Commenced at Toronto

BOOK OF AUTHORITIES OF THE APPLICANTS

(Re: Stay Extension, Expansion of Monitor's Powers, and Second Amended Project Charges)
(Returnable October 18, 2019)

BLAKE, CASSELS & GRAYDON LLP
199 Bay Street
Suite 4000, Commerce Court West
Toronto, Ontario M5L 1A9

Pamela Huff (LSO#: 27344V)
pamela.huff@blakes.com

Peter Rubin (LSBC#: 502886)
peter.rubin@blakes.com

Aryo Shalviri (LSO#: 63867A)
aryo.shalviri@blakes.com

Tel: 416.863.2962
Fax: 416.863.2653

Lawyers for the Applicants

TAB 12

Court File No.: 09-CL-7950

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE MR.	)	FRIDAY, THE 14th
	)	
JUSTICE MORAWETZ	)	DAY OF AUGUST, 2009

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF NORTEL NETWORKS CORPORATION, NORTEL NETWORKS LIMITED, NORTEL NETWORKS GLOBAL CORPORATION, NORTEL NETWORKS INTERNATIONAL CORPORATION AND NORTEL NETWORKS TECHNOLOGY CORPORATION

APPLICATION UNDER THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

ORDER

THIS MOTION, made by Nortel Networks Corporation ("NNC"), Nortel Networks Limited ("NNL"), Nortel Networks Technology Corporation, Nortel Networks Global Corporation and Nortel Networks International Corporation (collectively, the "Applicants") for the relief set out in the Applicants' Notice of Motion dated August 11, 2009 was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of Gordon A. Davies sworn August 11, 2009 (the "Davies Affidavit") and the Nineteenth report of Ernst & Young Inc. in its capacity as monitor (the "Monitor") dated August 11, 2009 (the "Nineteenth Report") and on hearing the submissions of counsel for the Applicant, the Monitor and those other parties present, no one appearing for any

other person on the service list, although properly served as appears from the affidavit of Katie Legree sworn August 11, 2009, filed:

1. THIS COURT ORDERS that the time for the service of the Notice of Motion, the Nineteenth Report and the Motion Record is hereby abridged so that this Motion is properly returnable today and hereby dispenses with further service thereof.

2. THIS COURT ORDERS that capitalized terms used herein and not otherwise defined shall have the meaning given to them in the Initial Order granted by this Court on January 14, 2009 (as the same has been amended and amended and restated and as the same may be amended or amended and restated further from time to time, the "Initial Order").

3. THIS COURT ORDERS that in addition to the powers and duties set out in the Initial Order but without altering in any way the powers, abilities, limitations and obligations of the Applicants within or as a result of these proceedings, the Monitor be and is hereby authorized and empowered to:

(a) cause the Applicants, or any one or more of them, to exercise rights under paragraph 11 of the Initial Order;

(b) cause the Applicants to perform such other functions or duties as the Monitor considers necessary or desirable in order to facilitate or assist the Applicants in dealing with the Property or their operations, restructuring, wind-down, liquidation or other activities;

(c) conduct, supervise and direct one or more Court-approved sales processes for the Property or the business and any procedure regarding the allocation and/or distribution of proceeds of any sales;

(d) cause the Applicants to administer the Property and operations of the Applicants as the Monitor considers necessary or desirable for the purposes of completing any transaction for the sale of the business or any part of it or for purposes of facilitating a Plan or Plans for all or part of the business;

(e) administer the Applicants' claims process pursuant to the Claims Procedure Order dated July 30, 2009 (the "Claims Procedure Order") and any other claims bar and/or claims resolution process, or protocol as may be approved by Order of this Court within these proceedings;

(f) propose or cause the Applicants or any one or more of them to propose one or more Plans in respect of the Applicants or any one or more of them;

(g) engage assistants or advisors or cause the Applicants to engage assistants or advisors as the Monitor deems necessary or desirable to carry out the terms of the Initial Order or any other Order made in these proceedings or for the purposes of the Plan and such persons shall be deemed to be "Assistants" under the Initial Order;

(h) apply to this Court for any orders necessary or advisable to carry out its powers and obligations under this Order or any other Order granted by this Court including for advice and directions with respect to any matter;

(i) meet and coordinate with the chief restructuring officer of the Applicants or any person holding any similar position;

(j) meet and consult with the board of directors of the Applicants as it deems necessary or appropriate;

(k) meet with and direct management of the Applicants with respect to any of the foregoing including, without limitation, operational and restructuring matters; and

(l) coordinate with the individual appointed as the principal officer (or such similar title) of Nortel Networks Inc. or any successor or assign of such entity with respect to operational and restructuring matters, provided that the Monitor shall have no supervisory authority or control over such individuals;

provided, however, that the Monitor shall comply with all applicable law and shall not have any authority or power to elect or to cause the election or removal of directors of

any of the Applicants or any of their subsidiaries or to take any action to restrict or to transfer to the Monitor any of their powers, duties or obligations.

4. THIS COURT ORDERS that, other than with respect to the Retainers, the Monitor shall not receive or hold any property or funds of the Applicants, including without limitation, any proceeds of dispositions of Property or other cash or cash equivalents.

5. THIS COURT ORDERS that nothing in this Order shall diminish or vary the obligations of the Applicants, or the Monitor when directing the Applicants, where required, either contractually or by Order of the Court, to consult with, obtain the consent of or provide notice to the official committee of unsecured creditors of Nortel Networks Inc., the ad hoc bondholders committee and/or the Joint Administrators (as defined in the Davies Affidavit), prior to taking any action for which consent or notice is required including pursuant to and in accordance with the Orders previously made in these proceedings and in accordance with the applicable provisions of the Amended Cross-Border Protocol dated July 6, 2009 (the "Cross-Border Protocol"), the Interim Funding and Settlement Agreement dated as of June 9, 2009 (the "IFSA") and the Interim GSPA (as the same has been amended and extended from time to time) and provided further that nothing in this Order shall diminish or vary the Applicants' obligations under the Cross-Border Protocol, the IFSA or the Interim GSPA (or any Orders in respect of the Cross-Border Protocol, the IFSA or the Interim GSPA).

6. THIS COURT ORDERS that, without limiting the provisions of the Initial Order, the Applicants shall remain in possession and control of the Property and the Business and that the Monitor shall not take possession of the Property and/or the Business or any part thereof.

7. THIS COURT ORDERS that, without limiting the provisions of the Initial Order, all employees of the Applicants shall remain employees of the Applicants until such time as the Applicants may terminate the employment of such employees. Nothing in this Order shall, in and of itself, cause the Monitor to be liable for any employee-related liabilities or duties, including, without limitation, wages, severance pay, termination pay, vacation pay and pension or benefit amounts.

8. THIS COURT ORDERS that the Monitor shall continue to have the benefit of all of the protections and priorities as set out in the Initial Order and any such protections and priorities

shall apply to the Monitor in fulfilling its duties under this Order or carrying out the provisions of this Order.

9. THIS COURT ORDERS AND DECLARES that nothing in this Order shall constitute or be deemed to constitute the Monitor as a receiver, assignee, liquidator, administrator, receiver-manager, agent of the creditors or legal representative of any of the Applicants within the meaning of any relevant legislation and that any distribution ultimately made to creditors of the Applicants by the Monitor will be deemed to have been made by the Applicants themselves.

10. THIS COURT ORDERS that the Applicants and their advisors shall cooperate fully with the Monitor and any directions it may provide pursuant to this Order and shall provide the Monitor with such assistance as the Monitor may request from time to time to enable the Monitor to carry out its duties and powers as set out in the Initial Order, this Order or any other Order of this Court under the CCAA or applicable law generally.

11. THIS COURT ORDERS that a further hearing shall be held on September 15, 2009 or such alternate date as this Court may fix, at which time this Order may be varied. Materials for such further hearing shall be served upon the Service List for this proceeding by no later than ten days prior to the date schedule for the further hearing save and except in the case of the Monitor and the Applicants, which shall serve their materials (either in response or otherwise), if any, by no later than four days prior to the date scheduled for the further hearing.

ENTERED AT / INSCRIT À TORONTO
ON / BOOK NO:
LE / DANS LE REGISTRE NO.:

AUG 14 2009

PER / PAR: Joanne Nicoara
Registrar, Superior Court of Justice

IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF NORTEL NETWORKS CORPORATION, NORTEL NETWORKS LIMITED, NORTEL NETWORKS GLOBAL CORPORATION, NORTEL NETWORKS INTERNATIONAL CORPORATION AND NORTEL NETWORKS TECHNOLOGY CORPORATION

Court File No: 09-CL-7950

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

Proceeding commenced at Toronto

ORDER

OGILVY RENAULT LLP
Suite 3800
Royal Bank Plaza, South Tower
200 Bay Street
Toronto, Ontario M5J 2Z4
CANADA

Derrick Tay LSUC#: 21152A
Tel: (416) 216-4832
Email: dtay@ogilvyrenault.com

Mario Forte LSUC#: 27293F
Tel: (416) 216-4870
Email: mforte@ogilvyrenault.com

Jennifer Stam LSUC #46735J
Tel: (416) 216-2327
Email: jstam@ogilvyrenault.com
Fax: (416) 216-3930

Lawyers for the Applicants

Court File No.: 09-CL-7950

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE MR.	)	**WEDNESDAY, THE 3rd**
	)	
JUSTICE MORAWETZ	)	**DAY OF OCTOBER, 2012**

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C.1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF NORTEL NETWORKS CORPORATION, NORTEL NETWORKS LIMITED, NORTEL NETWORKS GLOBAL CORPORATION, NORTEL NETWORKS INTERNATIONAL CORPORATION AND NORTEL NETWORKS TECHNOLOGY CORPORATION

APPLICATION UNDER THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C.1985, c. C-36, AS AMENDED

ORDER
(Monitor's Expansion of Power Order # 2)

THIS MOTION, made by Ernst & Young Inc. in its capacity as monitor in the within proceedings (the "Monitor") for the relief set out in the Monitor's Notice of Motion dated September 26, 2012 was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Eighty-Eighth Report of the Monitor ("Eighty-Eighth Report") and on hearing the submissions of counsel for Nortel Networks Corporation, Nortel Networks Limited, Nortel Networks Technology Corporation, Nortel Networks Global Corporation and Nortel Networks International Corporation (collectively, the "Applicants") and counsel for the Monitor and those other parties present, no one appearing for any other person on the service list, although properly served as appears from the affidavit of Christopher G. Armstrong sworn September 27, 2012, filed:

1. THIS COURT ORDERS that the time for the service of the Notice of Motion, the Eighty-Eighth Report and the Motion Record is hereby abridged so that this Motion is properly returnable today and hereby dispenses with further service thereof.

2. THIS COURT ORDERS that capitalized terms used herein and not otherwise defined shall have the meaning given to them in the Initial Order granted by this Court on January 14, 2009 (as the same has been amended and amended and restated and as the same may be amended or amended and restated further from time to time, the "Initial Order").

3. THIS COURT ORDERS that, without limiting the provisions of previous Orders granted in these proceedings, including the Initial Order and the Order granted by this Court on August 14, 2009, which, among other things, expanded the powers of the Monitor (the "Monitor Expansion of Powers Order") and in addition to all powers of the Monitor, the Monitor be and is hereby authorized and empowered, but not obligated, to exercise any powers which may be properly exercised by a board of directors of any of the Applicants.

4. THIS COURT ORDERS that, in furtherance of and without in any way limiting the powers set out in the Initial Order, those set out in the Monitor Expansion of Powers Order or any other Order of this Court, those set out herein or under the CCAA or applicable law generally, the Monitor is authorized and directed to take the following actions:

a) cause the Applicants to retain the services of Allan Bifield and Anna Ventresca as employees of NNL under the supervision and direction of the Monitor on the same terms in respect of their 2012 remuneration as currently in place and thereafter on terms as agreed with the Monitor; and

b) designate each of Allan Bifield and Anna Ventresca, and/or such other person or persons as the Monitor shall determine from time to time as evidenced by the filing of a Monitor's Certificate with this Court as an authorized representative of each of the Applicants (each, in such capacity, an "Authorized Representative") whose sole responsibility shall be to act, on behalf of the Applicants, solely as the Monitor may direct in the exercise of its rights, powers and authorities granted by the Initial Order, the Monitor Expansion of Powers Order, and any other Order of this Court, and, without limiting the generality of the foregoing, each of the Authorized Representatives shall

have sole authority to sign such agreements, instruments and other documents on behalf of each of the Applicants as the Monitor may direct, but no authority to direct the management and policies of the Applicants or any entity affiliated with any of the Applicants by reason of having been designated as an Authorized Representative pursuant to this Order.

5. THIS COURT ORDERS that, other than with respect to the Retainers, the Monitor shall not receive or hold any property or funds of the Applicants, including without limitation, any proceeds of dispositions of Property or other cash or cash equivalents.

6. THIS COURT ORDERS that, without limiting the provisions of the Initial Order, the Applicants shall remain in possession and control of the Property and the Business and that the Monitor shall not take possession of the Property and/or the Business or any part thereof.

7. THIS COURT ORDERS that, without limiting the provisions of the Initial Order, all employees of the Applicants shall remain employees of the Applicants until such time as the Applicants may terminate the employment of such employees. Nothing in this Order shall, in and of itself, cause the Monitor to be liable for any employee-related liabilities or duties, including, without limitation, wages, severance pay, termination pay, vacation pay and pension or benefit amounts.

8. THIS COURT ORDERS that the Monitor shall continue to have the benefit of all of the indemnities, charges, protections and priorities as set out in the Initial Order, the Monitor Expansion of Powers Order and any other Order of this Court and all such indemnities, charges, protections and priorities shall apply and extend to the Monitor in the fulfilment of its duties or the carrying out of the provisions of this Order and shall extend to any Authorized Representative acting upon the direction of the Monitor. For the avoidance of doubt, no Authorized Representative shall be deemed to be an officer or director of any of the Applicants, or of any entity affiliated with any of the Applicants, under applicable law by reason of having been designated as an Authorized Representative pursuant to this Order and/or having acted in such capacity at the direction of the Monitor.

9. THIS COURT ORDERS AND DECLARES that nothing in this Order shall constitute or be deemed to constitute the Monitor as a receiver, assignee, liquidator, administrator, receiver

manager, agent of the creditors or legal representative of any of the Applicants within the meaning of any relevant legislation and that any distribution ultimately made to creditors of the Applicants by the Monitor will be deemed to have been made by the Applicants themselves.

10. THIS COURT ORDERS that the Applicants and their advisors shall cooperate fully with the Monitor and any directions it may provide pursuant to this Order and shall provide the Monitor with such assistance as the Monitor may request from time to time to enable the Monitor to carry out its duties and powers as set out in the Initial Order, the Monitor Expansion of Powers Order, this Order or any other Order of this Court under the CCAA or applicable law generally.

11. THIS COURT ORDERS that references to "directors" and "officers" in paragraphs 20, 21, 21A and 22 of the Initial Order are understood to mean directors and officers, respectively, that served in such capacity at any time on or after January 14, 2009 and that the reference to "counsel to directors" in paragraph 30 of the Initial Order is understood to mean Osler, Hoskin & Harcourt LLP as counsel to certain former directors and officers.

12. THIS COURT ORDERS that, except as may be necessary to give effect to this Order, the Initial Order and the Monitor Expansion of Powers Order remain in full force and effect and in the event of a conflict between the terms of this Order and those of the Initial Order or the Monitor Expansion of Powers Order, the provisions of this Order shall govern.

13. THIS COURT ORDERS that Confidential Appendix "B" to the Eighty- Eighth Report be and is hereby sealed pending further Order of the Court.

14. THIS COURT HEREBY REQUESTS the aid and recognition of any court or administrative body in any province of Canada, the Federal Court of Canada, any administrative tribunal or other court constituted pursuant to the Parliament of Canada or any of its provinces or territories and any federal or state court or administrative body in the United States of America or any other foreign courts to act in aid of and to be complimentary to this Court in carrying out the terms of this Order.

IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF NORTEL NETWORKS CORPORATION, NORTEL NETWORKS LIMITED, NORTEL NETWORKS GLOBAL CORPORATION, NORTEL NETWORKS INTERNATIONAL CORPORATION AND NORTEL NETWORKS TECHNOLOGY CORPORATION

Court File No: 09-CL-7950

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

Proceeding commenced at Toronto

ORDER
(Monitor's Expansion of Power Order # 2)

Goodmans LLP
Barristers & Solicitors
333 Bay Street, Suite 3400
Toronto, Canada M5H 2S7

Jay Carfagnini (LSUC#: 22293T)
Joseph Pasquariello (LSUC# 38390C)
Christopher G. Armstrong (LSUC# 55148B)

Tel: 416.979.2211
Fax: 416.979.1234

Lawyers for the Monitor, Ernst & Young Inc.

TAB 13

NO. S-154746
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*
R.S.C. 1985, c. C-36, as amended

AND

IN THE MATTER OF THE *CANADA BUSINESS CORPORATIONS ACT,*
R.S.C. 1985 c. C-44, as amended

AND

IN THE MATTER OF NORTH AMERICAN TUNGSTEN CORPORATION LTD.

PETITIONER

ORDER MADE AFTER APPLICATION

	) THE HONOURABLE	)	
BEFORE	)	)	16 / Nov / 2015
	) MR. JUSTICE BUTLER	)	

ON THE APPLICATION of North American Tungsten Corporation Ltd. coming on for hearing at Vancouver, British Columbia on this day and on hearing John Sandrelli, counsel for North American Tungsten Corporation Ltd., and those counsel listed in **Schedule "A"** hereto;

THIS COURT ORDERS AND DECLARES that:

NOTICE

1. The time for service of the Notice of Application herein be and is hereby abridged such that the Notice of Application is properly returnable today and service upon any interested party, other than those parties on the service list maintained by the Petitioner and Alvarez & Marsal Canada Inc. (the "**Monitor**") in these proceedings is hereby dispensed with.

2. Capitalized terms used herein and not otherwise defined shall have the meaning given to them in the Initial Order granted by this Court on June 9, 2015 (as the same has been amended and restated by the Amended and Restated Initial Order made July 9, 2015, as the same may be amended or amended and restated further from time to time, the "**ARIO**").

EXTENSION OF STAY

3. The relief granted in the Initial Order and ARIO, as extended by further Order in this proceeding on July 17, 2015, and October 14, 2015, including the Stay Period as defined therein, is hereby continued and extended to 11:59 p.m. on March 31, 2016.

EXPANSION OF THE MONITOR'S POWERS

4. The powers and duties of Alvarez & Marsal Canada Inc., in its capacity as Monitor and not in its personal capacity (the "**Monitor**") are hereby modified and expanded such that the Monitor, in addition to its powers set forth in the ARIO, is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and Business and, without in any way limiting the generality of the foregoing, is hereby expressly empowered and authorized to do any of the following where the Monitor considers it necessary or desirable:

   (a) take any and all steps in order to direct or cause the Petitioner to exercise rights under paragraph 11 of the ARIO;

   (b) take any and all steps in order to direct or cause the Petitioner to administer the Property and operations of the Petitioner or to perform such other functions or duties as the Monitor considers necessary or desirable to deal with the Property or Business, including restructuring, wind-down, liquidation, disposal of assets, or other activities;

   (c) monitor, review, and direct the Petitioner's receipts and disbursements and implement such measures of control as the Monitor deems reasonably necessary to ensure the appropriate monitoring of the Petitioner's expenses and disbursements, including adding or removing signing authorities to or from the Petitioner's bank accounts;

   (d) initiate and administer any claims bar and/or claims resolution process, or protocol as may be approved by Order of this Court within these proceedings;

   (e) subject to the requirement for Court approval set forth in section 36 of the CCAA, direct or cause the Petitioner to complete one or more transactions for the sale of all or any part of the Business, Property or any part thereof, and conduct, supervise and recommend to the Court any procedure regarding the allocation and/or distribution of proceeds of any sales;

   (f) settle, extend or compromise any indebtedness owing to or by the Petitioner;

   (g) engage or cause the Petitioner to engage consultants, assistants, advisors, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, as the Monitor deems necessary or desirable to carry out the Monitor's powers and duties, including, without limitation, those conferred by the ARIO and this Order and all such persons shall be deemed to be "Assistants" under the ARIO;

   (h) apply to this Court for any orders necessary or advisable to carry out its powers and obligations under this Order or any other Order granted by this Court including for advice and directions with respect to any matter; and

(i) meet with management of the Petitioner, if any, with respect to any of the foregoing including, without limitation, operational, transactional and restructuring matters,

and in each case where the Monitor takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined in the ARIO), including the Petitioner and its past or present directors and officers, and without interference from any other Person, provided, however, that the Monitor shall comply with all applicable laws and shall not have any authority or power to elect or to cause the election or removal of directors of the Petitioner or to take any action to restrict or to transfer to the Monitor any of their powers, duties or obligations, except in accordance with section 11.5(1) of the CCAA.

5. Without limiting the provisions of the ARIO, the Petitioner shall remain in possession and control of the Property and the Business and the Monitor shall not take, nor by carrying out its duties hereunder and under the ARIO be deemed to take, possession of the Property or the Business or any part thereof.

CASH MANAGEMENT

6. The Petitioner shall be entitled to continue to utilize the Cash Management System under the supervision of the Monitor and the Monitor shall be authorized and empowered to implement such controls and procedures as it considers necessary, including adding or removing signing authorities to or from the Petitioner's bank accounts, to control the Petitioner's receipts and disbursements including receipt of all funds, monies, cheques, instruments, and other forms of payments received or collected from and after the making of this Order from any source whatsoever including, without limitation, the sale of all or any part of the Property or Business and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence.

EMPLOYEES

7. Subject to the right of employees to terminate their employment, all employees of the Petitioner shall remain the employees of the Petitioner until such time as the Petitioner, under the direction of the Monitor, may terminate the employment of such employees. The Monitor shall not be liable for any employee-related liabilities of the Petitioner, including any successor employer liabilities as provided for in Section 14.06(1.2) of the BIA, other than amounts the Monitor may specifically agree in writing to pay. Nothing in this Order shall, in and of itself, cause the Monitor to be liable for any employee-related liabilities of the Petitioner, including wages, severance pay, termination pay, vacation pay, and pension or benefit amounts.

8. The enhancement of the Monitor's powers as set forth herein, the exercise by the Monitor of any of its powers, the performance by the Monitor of any of its duties, or the use or employment by the Petitioner of any person under the direction of the Monitor in connection with the Monitor's

appointment and the exercise and performance of its powers and duties shall not constitute the Monitor, the employer, successor employer or related employer of the employees of the Petitioner within the meaning of the *Employment Standards Act* of British Columbia, the *Pension Benefits Standards Act* of British Columbia, the *Canada Labour Code*, the *Pension Benefits Standards Act* of Canada or any other provincial, federal, municipal legislation or common law governing employment or labour standards or any other statute, regulation or rule of law or equity for any purpose whatsoever or expose the Monitor to liability to any individuals arising from or relating to their employment by the Petitioner. In particular, the Monitor shall not be liable to any of the employees for any wages (as "wages" are defined in the *Employment Standards Act* of British Columbia or in the *Employment Standards Act* of the Northwest Territories, as applicable), including severance pay, termination pay and vacation pay except for such wages as the Monitor may specifically agree to pay.

9. Pursuant to Section 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5 or Section 18(1)(o) of the *Personal Information Protection Act*, S.B.C. 2003, c. 63, the Monitor may disclose personal information of identifiable individuals to Her Majesty in right of Canada or the Government of the Northwest Territories (each a "**Government**"), but only to the extent desirable to transition operation of the Property or Business to the Government. The applicable Government shall maintain and protect the privacy of such information and limit the use of such information to its administration of the Property or Business of the Petitioner and shall be entitled to continue to use the personal information provided to it, and related to the Property, in a manner which is in all material respects identical to the prior use of such information by the Petitioner, and shall return all other personal information to the Monitor, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

10. Notwithstanding the enhancement of the Monitor's powers and duties as set forth herein, the exercise by the Monitor of any of its powers, or the performance by the Monitor of any of its duties, the Monitor is not, and shall not be deemed to be, an owner of any of the Property for any purpose including without limitation, for purposes of Environmental Legislation (for purposes of this Order, the term "**Environmental Legislation**" shall mean any federal, provincial, territorial or other jurisdictional legislation, statute, regulation or rule of law or equity (whether in effect in Canada or any other jurisdiction) respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, 1999, S.C. 1999, c. 33, the *Fisheries Act*, RS.C. 1985, c. F 14, the *Environmental Protection Act*, R.S.N..T. 1988, c E-7, and the *Environmental Rights Act*, R.S.N.W.T. 1988, c 83 (Supp), and regulations thereunder.

11. The Monitor shall not be liable under any Environmental Legislation in respect of any Adverse Environmental Condition (for purposes of this Order, the term "**Adverse Environmental Condition**" shall include without limitation, any injury, harm, damage, impairment or adverse effect to the environmental condition of the Property and the unlawful storage or disposal of waste or other contamination on or from the Property) with respect to the Property or any part thereof that arose or occurred before the date of the Initial Order.

12. The Monitor shall not be liable under any Environmental Legislation in respect of any Adverse Environmental Condition with respect to the Property or any part thereof that arose, occurred or continued after the date of this Order unless such Adverse Environmental Condition is caused by the gross negligence or wilful misconduct of the Monitor.

13. Notwithstanding the immediately preceding paragraph, the Monitor shall not be liable beyond the net realized cash value received and available to the Monitor from the Property under any Environmental Legislation in respect of any Adverse Environmental Condition with respect to the Property or any part thereof which is caused by the gross negligence or wilful misconduct of the Monitor.

14. Nothing contained in this Order shall vest in the Monitor the care, ownership, control, charge, occupation, possession or management (separately and/or collectively, "**Possession**"), or require the Monitor to take Possession, of any part of the Property which may be a pollutant or contaminant or cause or contribute to a spill, discharge, release or deposit of a substance contrary to any Environmental Legislation.

15. The Monitor is not, and shall not be or be deemed to be, a director, officer or employee of the Petitioner.

16. Notwithstanding anything to the contrary contained in this or any other order in these proceedings, the Monitor shall not incur any liability or obligation as a result of the enhancement of the Monitor's powers and duties hereunder, the exercise by the Monitor of any of its powers, or the performance by the Monitor of any of its duties, save and except as may result from the gross negligence or wilful misconduct of the Monitor. Any liability of the Monitor in respect of the performance of its duties hereunder shall not in any event exceed the aggregate of the quantum of fees and disbursement paid to or incurred by the Monitor in connection with the performance of its duties hereunder.

17. In the event of a conflict between this Order and any previous Order, including the ARIO, this Order shall govern, but the terms of the ARIO and all subsequent Orders previous to this Order shall not otherwise be affected by this Order, including without limitation:

    (a) the creation and, except as modified by this Order, the priority of the Administration Charge (as that term is defined in the ARIO); and

(b) the limitation on the Monitor's liability as set forth in paragraph 30 of the ARIO.

FUNDING OF ENVIRONMENTAL CARE AND MAINTENANCE ACTIVITIES

18. Her Majesty in Right of Canada as represented by the Department of Indian Affairs and Northern Development Canada ("**DIAND**"), shall fund the Petitioner's expenditures as set out in the operating budget as set out in Exhibit "A" to the First Affidavit of Thomas Powell sworn herein on November 13, 2015 (the "**Budget**"), for the period November 18, 2015, to March 31, 2016 (the "**Budget Period**"), including any Budget Adjustment consented to by DIAND pursuant to paragraph 19 herein (the "**DIAND Funding**").

19. If the Monitor anticipates any material increase in the cumulative amount to be spent by the Petitioner during the Budget Period, including without limitation with respect to the operating costs and environmental costs of the Petitioner and the fees and disbursements of the Petitioner, the Monitor and their respective counsel incurred during the Budget Period (a "**Budget Adjustment**"), the Monitor shall notify DIAND of such Budget Adjustment and DIAND shall notify the Monitor within three business days of such notice whether DIAND consents to an amendment to the Budget to include the Budget Adjustment.

20. As security for the DIAND Funding, DIAND shall be entitled to the benefit of and is hereby granted a charge (the "**DIAND Charge**") upon the real property that comprises and is contiguous to the Cantung Mine, including mineral tenures and surface leases (collectively, the "**Cantung Mine Real Property**"), which charge shall rank in priority to all other charges and encumbrances of any nature and kind upon such real property.

SECOND ADMINISTRATION CHARGE

21. Paragraph 33 of the ARIO is hereby deleted in its entirety and replaced with the following:

"33. The Monitor, counsel to the Monitor, if any, and counsel to the Petitioner shall be entitled to the benefit of and are hereby granted a charge (the "**Administration Charge**") on the Property, which charge shall not exceed an aggregate amount of $500,000, as security for their respective fees and disbursements incurred at the standard rates and charges of the Monitor and such counsel, both before and after the making of this Order, which are related to the Petitioner's restructuring. the Administration Charge shall secure only those fees and disbursements incurred for the period up to 11:59 p.m. on November 16, 2015, and shall have the priority set out in paragraphs 41 and 43 hereof.

33A. The Monitor and counsel to the Monitor, if any, shall be entitled to the benefit of and are hereby granted a charge (the "**Second Administration Charge**") on the Property other than (a) the Property known as the "**Mactung Property**" which is located

in the Selwyn mountain range in an area straddling the territorial border between Yukon and the Northwest Territories and (b) the "**Redundant Equipment**" identified on Schedule "B" to the Order made in these proceedings on November 16, 2015, lifting the stay of proceedings as against such equipment, provided such equipment is retrieved by the party identified in such Schedule ~~"B"~~ as having a security interest in such equipment on or before December 18,2015 (the "**Retrieved Equipment**"), which charge shall not exceed an aggregate amount of $250,000, as security for their respective fees and disbursements incurred at the standard rates and charges of the Monitor and such counsel, after 12:00 a.m. on November 17, 2015. The Second Administration Charge shall have the priority set out in paragraphs 41 and 43 hereof."

22. Paragraphs 41 and 42 of the ARIO are hereby deleted in their entirety and replaced with the following:

"41. The priorities of the DIAND Charge, the Administration Charge, the Interim Lender's Charge and the Directors' Charge, as among them, shall be as follows:

First – the DIAND Charge, as against the Cantung Mine Real Property only;

Second – Administration Charge (to the maximum amount of $500,000) and Second Administration Charge (to the maximum amount of $250,000, and only as against the Property other than the Mactung Property and the Retrieved Equipment), with priority as between these charges as follows:

Until payment in full to the then-beneficiaries of the Administration Charge of all amounts then-outstanding thereunder, in conjunction with the closing of a sale of the Mactung Property to the Government of the Northwest Territories or otherwise, the Administration Charge shall be senior in priority to the Second Administration Charge; and

After payment in full to the then-beneficiaries of the Administration Charge of all amounts then-outstanding thereunder, in conjunction with the closing of a sale of the Mactung Property to the Government of the Northwest Territories or otherwise, the Second Administration Charge shall be senior in priority to the Administration Charge;

Third – Interim Lenders' Charge and the GSA (to the maximum amount of $2,500,000 plus all interest, costs, fees and expenses as provided in the Term Sheet);

Fourth – the AR Lender's Charge (to the maximum amount of $2,500,000 plus all interest, costs, fees and expenses as provided in the AR Term Sheet); and

Fifth – Directors' Charge (to the maximum amount of $500,000).

42. Any security documentation evidencing, or the filing, registration or perfection of, the DIAND Charge, the Administration Charge, the Second Administration Charge, the Interim Lenders' Charge, the GSA, the AR Lender's Charge and the Directors' Charge (collectively, the "**Charges**") shall not be required, and that the Charges shall be effective as against the Property and shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered or perfected subsequent to the Charges coming into existence, notwithstanding any failure to file, register or perfect any such Charges; provided, however, that the Second Administration Charge shall not attach to the Mactung Property."

23. Paragraph 44 of the ARIO is hereby deleted in its entirety and replaced with the following:

"44. Except as otherwise expressly provided herein, or as may be approved by this Court, the Petitioner shall not grant or suffer to exist any Encumbrances over any Property that rank in priority to or pari passu with the Charges, unless the Petitioner obtains the prior written consent of the Monitor, DIAND, the Interim Lender, the AR Lender and the beneficiaries of the DIAND Charge, the Administration Charge, the Second Administration Charge and the Director's Charge."

GENERAL

24. The Petitioner and its advisors shall cooperate fully with the Monitor and any directions it may provide pursuant to this Order and shall provide the Monitor with such assistance as the Monitor may request from time to time to enable the Monitor to carry out its duties and exercise its powers as set out in the ARIO, this Order or any other Order of this Court; provided, however, that any obligation on the part of any of the Petitioner's advisors to cooperate with the Monitor and follow its directions shall be predicated on suitable compensation and payment arrangements' being made as between the Monitor and each such advisor.

25. Notwithstanding the enhancement of the Monitor's powers and duties as set forth herein, the exercise by the Monitor of any of its powers, or the performance by the Monitor of any of its duties, the Monitor, on notice to the Service List, may apply to this Court to seek its discharge in the event it believes it is necessary or appropriate to do so.

26. Endorsement of this Order by counsel appearing on this application is hereby dispensed with.

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:

Signature of KIRREN JOLLIFFE
Lawyer for ALVAREZ AND MARSAL CANADA INC.

By the Court.

Registrar

Vait for

SCHEDULE "A"

COUNSEL	PERSONALLY APPEARING FOR:
John Sandrelli and Tevia Jeffries	Counsel for North American Tungsten Corporation Ltd.
Kibben Jackson F. McDonnell	Alvarez & Marsal Canada Inc ("**Monitor**")
Tom Isaac	Counsel for Canada Revenue Agency
Robert Lauer Jeffrey Mackay	Counsel for Indigenous and Northern Affairs Canada
William Skelly Lise Hiebert	Counsel for Callidus Capital Corporation
Gordon G. Plottel	Counsel for Finning International
Jonathan McLean Angela Crimeni	Counsel for Wolfram Bergbau und Hütten AG
Matthew Nied	Counsel for Amalgamated Mining Inc.
Jason Levine Melissa Nicolls	Counsel for Her Majesty the Queen, Department of Indian Affairs & Northern Development Canada
Mary Buttery Lance Williams	Counsel for Government of the Northwest Territories
Kieran Siddall Scott Boucher	Counsel for Global Tungsten & Powders Corp.
COUNSEL	**APPEARING VIA VIDEO CONFERENCEFOR:**
Jose Delgado	Counsel for Driving Force Inc.
Ken Landa	Department of Justice Canada

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND DOMENICO SERAFINO AS A PERSON INTERESTED IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF HYDRX FARMS LTD., CANNSCIENCE INNOVATIONS INC. AND SCIENTUS PHARMA INC. (the "Applicant")

Court File No. CV-21-00659187-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

PROCEEDING COMMENCED AT
TORONTO

BOOK OF AUTHORITIES

DICKINSON WRIGHT LLP
Barristers & Solicitors
199 Bay Street
Suite 2200, Box 447
Commerce Court Postal Station
Toronto, ON M5L 1G4

David P. Preger LSO# 36870L
Tel: (416) 646-4606
dpreger@dickinsonwright.com

Lisa Corne LSO# 27974M
Tel: 416 646 4608
LCorne@dickinson-wright.com

Jacky Cheung LSO# 79336H
Tel: 416 646 6878
JCheung@dickinson-wright.com

Lawyers for Cobra Ventures Inc.