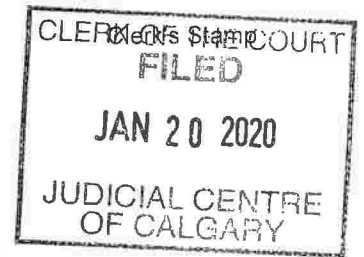


COURT FILE NUMBER 1901-14034
COURT COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE CALGARY
IN THE MATTER OF THE *BUSINESS CORPORATION ACT*, RSA 2000, c. B-9



AND

IN THE MATTER OF THE *JUDICATURE ACT*, RSA 2000, c. J-2

AND

IN THE MATTER OF THE RECEIVERSHIP OF AQUILA FABRICATION AND EQUIPMENT LTD. , 965431 ALBERTA LTD., and 1768192 ALBERTA LTD.

APPLICANT KPMG INC. IN ITS CAPACITY AS COURT APPOINTED RECEIVER AND MANAGER OF AQUILA FABRICATION AND EQUIPMENT LTD., 965431 ALBERTA LTD., and 1768192 ALBERTA LTD.

DOCUMENT **SALE APPROVAL AND VESTING ORDER (Sale by Receiver)**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT
MLT AIKINS LLP
Barristers and Solicitors
2100, 222 3rd Avenue S.W.
Calgary, Alberta T2P 0B4
Phone: 403.693.5420
Fax: 403.508.4349
Attention: Ryan Zahara
File: 0026931.00012

DATE ON WHICH ORDER WAS PRONOUNCED: JANUARY 20, 2020

LOCATION OF HEARING OR TRIAL: CALGARY, ALBERTA

NAME OF JUDGE WHO MADE THIS ORDER: HONOURABLE JUSTICE C.M. JONES

UPON THE APPLICATION of KPMG Inc. filed January 13, 2020 (the "**Application**") in its capacity as the Court-appointed receiver (the "**Receiver**") of all of the current and future assets, undertaking, and properties of every nature and kind whatsoever, and wherever situate, including all proceeds thereof, of Aquila Fabrication and Equipment Ltd. ("**Aquila**"), 965431 Alberta Ltd. ("**965**"), 1768192 Alberta ("**176**", together with Aquila and 965, the "**Debtors**"), for an Order approving the sale transaction; **AND UPON HAVING READ** the Application, the Receivership Order granted by the Honourable Madam Justice Romaine on October 18, 2019 (the "**Receivership Order**"), the First Report of the Receiver dated January 13, 2020 (the "**First Report**"), the Confidential Supplement to the Receiver's First Report dated January 13, 2020 (the "**Confidential Supplement**"), and the Affidavit of Service of Danielle Christensen sworn January 20, 2020; **AND UPON IT** appearing that all interested and affected parties have been served with notice of the Application; **AND UPON HEARING** the submissions of counsel for the Receiver and all other interested parties present;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

1. Service of notice of the Application and supporting materials is hereby declared to be good and sufficient, and no other person is required to have been served with notice of the Application, and time for service of the Application is abridged to that actually given.

APPROVAL OF THE TRANSACTION

2. The Transaction is hereby approved, and the execution of the Purchase and Sale Agreement (the "**Purchase Agreement**") dated January 9, 2020, entered into by the Receiver and GD Auctions & Appraisals Inc. (the "**Purchaser**") is hereby authorized and approved, with such minor amendments as the Receiver may deem necessary. The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction to the Purchaser (or its nominee).

VESTING OF PROPERTY

3. Upon the delivery of a Receiver's certificate to the Purchaser (or its nominee) substantially in the form set out in **Schedule "A"** hereto (the "**Receiver's Certificate**"),

all of the Debtors' right, title and interest in and to the Purchased Assets, as described in the Purchase Agreement, shall vest absolutely in the name of the Purchaser (or its nominee), free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, caveats, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**") including, without limiting the generality of the foregoing:

- (a) any encumbrances or charges created by the Receivership Order;
- (b) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Alberta), the *Land Titles Act* (Alberta), or any other personal property registry system or real property registry system (all of which are collectively referred to as, the "**Encumbrances**", which term shall not include the Permitted Encumbrances as defined and set out in **Schedule "B"** hereto); and

for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

4. The Transaction is hereby approved and ratified and it is hereby declared that the Transaction is commercially reasonable.
5. For the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets (to be held in an interest bearing trust account by the Receiver) shall stand in the place and stead of the Purchased Assets, and from and after the delivery of the Receiver's Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

6. The Purchaser (and its nominee, if any) shall, by virtue of the completion of the Transaction, have no liability of any kind whatsoever in respect of any Claims against the Debtors, other than the Permitted Encumbrances.
7. The Debtors, and all persons who claim by, through or under the Debtors in respect of the Purchased Assets, save and except for the persons entitled to the benefit of the Permitted Encumbrances, shall stand absolutely barred and foreclosed from all estate, right, title, interest, royalty, rental and equity of redemption of the Purchased Assets and, to the extent that any such persons remains in possession or control of any of the Purchased Assets, they shall forthwith deliver possession of same to the Purchaser (or its nominee).
8. The Purchaser (or its nominee) shall be entitled to hold and enjoy the Purchased Assets for its own use and benefit without any interference of or by the Debtors, or any person claiming by or through or against the Debtors.
9. The Receiver is to file with the Court a copy of the Receiver's Certificate, forthwith after delivery thereof to the Purchaser (or its nominee).
10. Notwithstanding:
 - (a) the pendency of these proceedings;
 - (b) any bankruptcy order issued pursuant to *the Bankruptcy and Insolvency Act*, R.S.C. 1985, C. B-3 (the "BIA") in respect of the Debtors; and
 - (c) any assignment in bankruptcy made in respect of the Debtors;

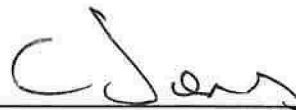
the vesting of the Purchased Assets in the Purchaser (or its nominee) pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtors and shall not be void or voidable by creditors of the Debtors, nor shall it constitute nor be deemed to be a settlement, fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the BIA or any other applicable federal or provincial legislation, nor shall it constitute

oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

11. The Receiver, the Purchaser (or its nominee), and any other interested party, shall be at liberty to apply for further advice, assistance and directions as may be necessary in order to give full force and effect to the terms of this Order and to assist and aid the parties in closing the Transaction.

MISCELLANEOUS MATTERS

12. This Honourable Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body in any province of Canada, the Federal Court of Canada, 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 or any other foreign courts to act in aid of and to be complimentary to this Honourable Court in carrying out the terms of this Order.
13. This Order must be served only upon the Purchaser (or its nominee) and those interested parties attending or represented at the within Application and service may be effected by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the same business day as the transmission or delivery of such documents.
14. Service of this Order on any party not attending the Application, other than the Purchaser (or its nominee), is hereby dispensed with.



The Honourable Mr. Justice C.M. Jones,
Justice of the Court of Queen's Bench of Alberta

SCHEDULE "A"

Form of Receiver's Certificate

COURT FILE NUMBER	1901-14034	Clerk's Stamp
COURT	COURT OF QUEEN'S BENCH OF ALBERTA	
JUDICIAL CENTRE	CALGARY	
	IN THE MATTER OF THE <i>BUSINESS CORPORATION ACT</i> , RSA 2000, c. B-9	
	AND	
	IN THE MATTER OF THE <i>JUDICATURE ACT</i> , RSA 2000, c. J-2	
	AND	
	IN THE MATTER OF THE RECEIVERSHIP OF AQUILA FABRICATION AND EQUIPMENT LTD. , 965431 ALBERTA LTD., and 1768192 ALBERTA LTD.	
APPLICANT	KPMG INC. IN ITS CAPACITY AS COURT APPOINTED RECEIVER AND MANAGER OF AQUILA FABRICATION AND EQUIPMENT LTD., 965431 ALBERTA LTD., and 1768192 ALBERTA LTD.	
DOCUMENT	RECEIVER'S CERTIFICATE	
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	MLT AIKINS LLP Barristers and Solicitors 2100, 222 3 RD Avenue S.W. Calgary, Alberta T2P 0B4 Phone: 403.693.5420 Fax: 403.508.4349 Attention: Ryan Zahara File: 0026391.00012	

RECITALS

- A. Pursuant to an Order of the Honourable Justice Romaine of the Court of Queen's Bench of Alberta (the "**Court**") dated October 18, 2019, KPMG Inc. was appointed as the receiver (the "**Receiver**") of all of the current and future assets, undertakings and

properties of every nature and kind whatsoever, and wherever situate, including all proceeds thereof, of Aquila Fabrication and Equipment Ltd. ("**Aquila**"), 965431 Alberta Ltd. ("**965**"), 1768192 Alberta ("**176**", together with Aquila and 965, the "**Debtors**").

- B. Pursuant to an Order of the Honourable Justice C.M. Jones of the Court dated January 20, 2020 (the "**Sale Approval and Vesting Order**"), the Court approved the Purchase and Sale Agreement dated January 9, 2020 (the "**Purchase Agreement**") between the Receiver and GD Auctions & Appraisals Inc. (the "**Purchaser**") and provided for the vesting in the Purchaser (or its nominee) of the Debtors' right, title and interest in and to the Purchased Assets (as such term is defined in the Sale Approval and Vesting Order), which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Receiver to the Purchaser (or its nominee) of a certificate confirming: (i) the payment by the Purchaser (or its nominee) of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in the Purchase Agreement have been satisfied or waived by the Receiver and the Purchaser (or its nominee) (as applicable); and (iii) the Transaction (as such term is defined in the Sale Approval and Vesting Order) has been completed to the satisfaction of the Receiver.
- C. Unless otherwise indicated herein, capitalized terms have the meanings set out in the Purchase Agreement.

THE RECEIVER CERTIFIES the following:

1. The Purchaser (or its nominee) has paid and the Receiver has received the Purchase Price for the Purchased Assets payable on the date of closing of the Transaction pursuant to the Purchase Agreement;
2. The conditions to closing as set out in the Purchase Agreement have been satisfied or waived by the Receiver and the Purchaser (or its nominee) (as applicable); and
3. The Transaction has been completed to the satisfaction of the Receiver.
4. This Certificate was delivered by the Receiver at _____ on the ____ day of _____, 2020.

KPMG Inc., in its capacity as Court-appointed Receiver of AQUILA FABRICATION AND EQUIPMENT LTD., 965431 ALBERTA LTD., and 1768192 ALBERTA LTD., and not in its personal capacity or corporate capacity,

Per: _____

Name:

Title:

SCHEDULE "B"

Not Applicable.