

COURT FILE NUMBER QBG-SAC-00151 of 2022*

COURT OF QUEEN'S BENCH FOR SASKATCHEWAN
IN BANKRUPTCY AND INSOLVENCY

JUDICIAL CENTRE SASKATOON*

IN THE MATTER OF THE RECEIVERSHIP OF ~~THE RECEIVERSHIP OF ABBEY RESOURCES~~
~~CORP. (THE DEBTOR)~~

ORDER
(Sale Approval, Vesting, and Sealing) SASKATCHEWAN TEMPLATE
SALE APPROVAL AND VESTING ORDER

EFFECTIVE AS OF JUNE 5, 2019

Before the Honourable Mr.* Justice G.A. Meschishnick* in chambers the 10th day of June, 2022—.

On the application of MNP Ltd. (Receiver's Name) in its capacity as the Court-appointed receiver (receiver/receiver and manager) (the "Receiver") of the assets, undertakings and properties of Abbey Resources Corp. (Debtor) (the "Debtor") pursuant to the Order of this Court made February 28, 2022* (the "Receivership Order"); and upon hearing from counsel for the Receiver* and upon reading the Notice of Application dated June 7, 2022*, the First Report of the Receiver dated May 31, 2022 (the "First Receiver's Report"), the Confidential Supplement to the First Report dated May 31, 2022 (the "Confidential Supplement") and a proposed Draft Order, all filed and the pleadings and proceedings having taken herein:

The Court Orders:

SERVICE

1. Service of the Notice of Application on behalf of the Receiver and the materials filed in support thereof (collectively, the "**Application Materials**") shall be and is hereby deemed to be good and valid and, further, shall be and is hereby abridged, such that service of such Application Materials is deemed to be timely and sufficient.¹

APPROVAL OF TRANSACTION

2. The sale transaction (the "**Transaction**") contemplated by an agreement of purchase and sale (the "**Sale Agreement**") between the Receiver and Fuelled Energy Marketing Inc. (Name of Purchaser) (the "**Purchaser**") dated May 18, 2022 (Date) and appended to the First Report and Confidential Supplement of the Receiver dated (Date) (the "**Report**"), for the sale to the Purchaser (or its nominee)² of the Debtor's right, title and interest in and to the assets described in the Sale Agreement (the "**Purchased**

¹ ~~Paragraph 35 of the Saskatchewan Template Receivership Order provides that further applications may be made upon three days notice. In a case where no such provision has been previously approved in the proceedings, the applicant should consider whether an Order abridging the time for service is necessary in accordance with *Sigfusson Northern Ltd. v Signal Energy LLC*, 2016 SKQB 46, 88 CPC (7th) 416.~~

² ~~There may be issues arising with the transfer of assets to either the Purchaser or nominee, for example competition or anti-trust law, or the land ownership provisions of *The Saskatchewan Farm Security Act*.~~

Assets") is declared to be commercially reasonable and in the best interests of the Debtor and its creditors and other stakeholders³ and is hereby authorized and approved, with such minor amendments as the Receiver may deem necessary.

3. The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable (including any steps necessary or desirable to satisfy and/or comply with any applicable laws, regulations or orders of any courts, tribunals, regulatory bodies or administrative bodies in any jurisdiction in which the Purchased Assets may be located) for the completion of the Transaction or for the conveyance of the Purchased Assets to the Purchaser (or its nominee), subject to such amendments as the Receiver and the Purchaser may agree upon, provided that any such amendments do not materially affect the Purchase Price.

VESTING OF PROPERTY

4. Upon the Receiver determining that the Proposed Sale has closed to its satisfaction and on terms substantially as approved by this Honourable Court pursuant to this Order, the Receiver shall deliver to the Purchaser (or its nominee) a Receiver's certificate substantially in the form set out in **Schedule "A"** hereto (the "**Receiver's Certificate**").
5. The Receiver may rely on written notices from the Purchaser regarding fulfillment or, if applicable, waiver of conditions to closing of the Proposed Sale under the Sale Agreement and shall have no liability with respect to the delivery of the Receiver's Certificate.
6. Upon delivery of the Receiver's Certificate, all of the Debtor's right, title and interest in and to the Purchased Assets described in the Sale Agreement and listed on **Schedule "B"** hereto shall, save and except for the encumbrances listed in **Schedule "C"** hereto (the "**Permitted Encumbrances**"), 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, interests, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, judgments, enforcement charges, levies, charges, or other financial or monetary claims (collectively, "**Encumbrances**") and all rights of others, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**")⁴ 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, 1993* SS 1993, c P-6.2, or any other personal property registry system; and
 - (c) the enforcement charge registered against the Debtor by Andjelic Land Inc. in the Saskatchewan Personal Property Registry as Registration #302115186~~those Encumbrances listed in **Schedule "D"** hereto;~~

~~³The wording respecting reasonableness of the transaction, and it being in the best interests of the Debtor and the stakeholders may be required where the order is to be relied upon in the USA. Evidence to support this conclusion should be included in the application materials.~~

~~⁴The "Claims" referenced here may, in some cases, include ownership claims, where ownership is disputed and the dispute is brought to the attention of the Court. Such ownership claims would, in that case, still continue as against the net proceeds from the sale of the claimed asset. Similarly, other rights, titles or interests could also be vested out, if the Court is advised what rights are being affected, and the appropriate persons are served.~~

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

7. Upon delivery of the Receiver's Certificate to the Purchaser, the Receiver shall be and is hereby authorized to effect such discharges or revisions in the Saskatchewan Personal Property Registry as may be reasonably required to conclude the Transaction.

8. ~~[Intentionally deleted.] Pursuant to section 109 of *The Land Titles Act, 2000*, SS 2000, c L 5.1 and section 12 of *The Queen's Bench Act, 1998*, SS 1998, c Q 1.01 the Saskatchewan Registrar of Titles shall be and is hereby directed:~~

9. ~~to accept an application (the "**Land Titles Application**") to surrender the existing title to the real property legally described as:~~

10. ~~—~~

11. ~~— **[Insert Land Descriptions as Required]**~~

12. ~~—~~

13. ~~— (collectively, the "**Real Property**")~~

14. ~~and to set up a new title to such Real Property in the name of the Purchaser (or its nominee) as owner free and clear of any and all Encumbrances, save and except for the Permitted Encumbrances as set out in Schedule "C"; and~~

15.8. ~~for greater certainty, to discharge all interests described in Schedule "D" hereto.~~⁵

16.9. ~~[Intentionally deleted.] Any and all registration charges and fees payable in regard to the Land Titles Application shall be to the account of the Purchaser.~~⁶

⁵ Consideration must be given as to whether it is appropriate, at law, for the Order to require that any particular interest be vested off title.

For instance, property tax liens require special consideration as a result of section 12 of *The Tax Enforcement Act*, RSS 1978, c T 2 ("**TEA**"). In most cases, property tax liens will be listed as a Permitted Encumbrance and paid from the net sale proceeds. If an applicant seeks to have a property tax lien included in Schedule "D" for discharge, consider (a) whether that discharge needs to take a form of a direction to the municipal "treasurer" rather than to the Registrar of Titles; or (b) in national receiverships pursuant to section 243 of the *Bankruptcy and Insolvency Act*, RSC 1985, c B 3, whether the Court has the jurisdiction to order the discharge notwithstanding section 12 of the TEA, by invoking the doctrine of federal paramountcy.

As another example, it will generally not be appropriate for a Sale Approval and Vesting Order to vest off interests which are registered subsequent to the granting of the Order. If there is a concern regarding registrations subsequent to the Order in a particular case, the procedure for having the Court deal with such interests will need to be considered.

~~17.10.~~ For the purposes of determining the nature and priority of the Encumbrances:

- (a) the net proceeds⁷ from the sale of the Purchased Assets (the "**Net Sale Proceeds**") shall stand in the place and stead of the Purchased Assets; and
- (b) from and after the delivery of the Receiver's Certificate to the Purchaser, all Encumbrances and all rights of others shall attach to the Net Sale 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,⁸ 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 closing of the Transaction.

~~18.11.~~ The Purchaser (and its nominee, if any) shall, by virtue of the completion of the Transaction, have no liability of any kind whatsoever in respect of any Claims against the Debtor.

~~19.12.~~ The Debtor and all persons who claim by, through or under the Debtor 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 person remains in possession or control of any of the Purchased Assets, they shall forthwith deliver possession thereof to the Purchaser (or its nominee).

~~20.13.~~ The Purchaser (or its nominee) shall be entitled to enter into and upon, hold and enjoy the Purchased Assets for its own use and benefit without any interference of or by the Debtor, or any person claiming by or through or against the Debtor.

~~21.14.~~ Immediately after the closing of the Transaction, the holders of the Permitted Encumbrances shall have no claim whatsoever against the Receiver or the Debtor.

~~22.15.~~ Forthwith after the delivery of the Receiver's Certificate to the Purchaser (or its nominee), the Receiver shall file a copy of the Receiver's Certificate with the Court, and shall serve a copy of the Receiver's Certificate on the recipients listed in the Service List maintained with respect to these proceedings.

~~23.16.~~ ~~[Intentionally deleted.] Pursuant to clause 7(3)(e) of the *Personal Information Protection and Electronic Documents Act*, SC 2000, c 5, the Debtor and the Receiver are hereby authorized and permitted to disclose and transfer to the Purchaser all human resources and payroll information in the Debtor's records pertaining to the Debtor's past and current employees. The Purchaser shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by the Debtor.~~

~~24.17.~~ Notwithstanding:

~~⁶ This is only required where land is to be transferred, and is not intended to bind the Registrar of Titles. (That is, practically speaking, the party submitting the transfer packet to the Registrar will be responsible to ensure that any applicable transfer fee is paid.)~~

~~⁷ It may be desirable for the Receiver's Report to identify disposition and other costs to be deducted from the sale price to arrive at the Net Sale Proceeds.~~

~~⁸ This provision crystallizes the date as of which the Claims will be determined. If a sale occurs early in the insolvency process, or potentially secured claimants may not have had the time or the ability to register or perfect proper claims prior to the sale, this provision may not be appropriate, and should be amended to remove this crystallization provision.~~

- (a) the pendency of these proceedings;
- (b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of the Debtor and any bankruptcy order issued pursuant to such applications;
- (c) any assignment in bankruptcy made in respect of the Debtor; and
- (d) the provisions of any federal statute, provincial statute or any other law or rule of equity,

the vesting of any of the Purchased Assets in the Purchaser (or its nominee) pursuant to this Order and the obligations of the Debtor under the Sale Agreement, shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtor and shall not be void or voidable by creditors of the Debtor, nor shall it constitute nor be deemed to be a settlement, fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act (Canada), RSC 1985, c B-3* 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.

18. The Transaction is exempt from any requirement under any applicable federal or provincial law to obtain shareholder approval and is exempt from the application of any bulk sales legislation in any Canadian province or territory.

SEALING OF THE CONFIDENTIAL SUPPLEMENT

18A The Confidential Supplement and appendices thereto shall be kept sealed and confidential, and shall not form part of the public record but shall be kept separate and apart from the other contents of the Court file in respect of this matter in a sealed envelope which sets out the style of cause of these proceedings and a statement that the contents thereof are subject to a Sealing Order, and shall not be opened except by the Honourable Mr. Justice G.A. Meschishnick until:

- (a) further order of this Court; or
- (b) the filing of the Receiver's Certificate.

MISCELLANEOUS MATTERS

25-19. 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, including, without limitation, an application to the Court to deal with interests which are registered against title to the ~~Purchased Assets~~Real Property after the time of the granting of this Order.

26-20. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders as to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

~~27-21.~~ Service of this Order on any party not attending this application is hereby dispensed with. Parties attending this application shall be served in accordance with the Electronic Case Information and Service Protocol adopted in the Receivership Order.⁹

ISSUED at Saskatoon, Saskatchewan, this _____ day of ~~June~~ 2022.

(Deputy) Local Registrar

CONTACT INFORMATION AND ADDRESS FOR SERVICE

Name of firm:	McDougall Gauley LLP
Lawyers in charge of file:	Ian Sutherland / Craig Frith
Address of firm:	500-616 Main Street, Saskatoon, SK S7H 0J6
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~~CONTACT INFORMATION AND ADDRESS FOR SERVICE~~

~~⁹ If the Electronic Case Information and Service Protocol has not already been adopted in these proceedings, service must occur in the ordinary course pursuant to *The Queen's Bench Rules*, unless the Court is satisfied that an alternate order respecting service is appropriate.~~

SCHEDULE "A"
FORM OF RECEIVER'S CERTIFICATE

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IN BANKRUPTCY AND INSOLVENCY

JUDICIAL CENTRE SASKATOON*

IN THE MATTER OF THE RECEIVERSHIP OF ABBEY RESOURCES CORP. ~~THE DEBTOR~~

RECEIVER'S CERTIFICATE

RECITALS

- A. Pursuant to an Order of the Honourable Mr. Justice G.M. Meschishnick of the Court of Queen's Bench of Saskatchewan (the "Court") dated February 28, 2022 (the "Date of Order"), MNP Ltd. (the "Receiver") was appointed as the receiver (the "Receiver") of the assets, undertakings and property of Abbey Resources Corp. (the "Debtor").
- B. Pursuant to an Order of the Court dated June 10, 2022 (the "Date"), the Court approved the agreement of purchase and sale made as of May 18, 2022 (the "Sale Agreement") between the Receiver and Fuelled Energy Marketing Inc. (or its nominee) (the "Purchaser") and provided for the vesting in the Purchaser of the Debtor's right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in section * of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.
- C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Sale 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 Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing as set out in section 7 of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser (or its nominee);
3. The Transaction has been completed to the satisfaction of the Receiver; and
4. This Certificate was delivered by the Receiver at _____ {Time} on _____ {Date}.

MNP Ltd. (the "Receiver"), in its capacity as Receiver of the undertaking, property and assets of Abbey Resources Corp. (the "Debtor"), and not in its personal capacity.

Per; _____
Name:
Title:

SCHEDULE "B"
PURCHASED ASSETS

1. 60" x 20' 720 PSI Separator Package w/ filter located at Matador Gas Plant 14-24-21-18 W3;
2. 48" x 16' 720 PSI Horizontal Separator Package located at Miry Creek 11-24-21-19 W3; and
3. 40' x 10' 720 PSI Sweet Hz Separator Package located at Lancer Gas Plant 12-26-21-20 W3.

**SCHEDULE "C"
PERMITTED ENCUMBRANCES**

Nil

SCHEDULE "D"
ENCUMBRANCES TO BE DISCHARGED