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COURT

COURT OF KING'S BENCH OF ALBERTA

JUDICIAL CENTRE

CALGARY

PLAINTIFF

ARNAKI LTD.

DEFENDANT

SOLVAQUA INC.

DOCUMENT

DISCHARGE ORDER

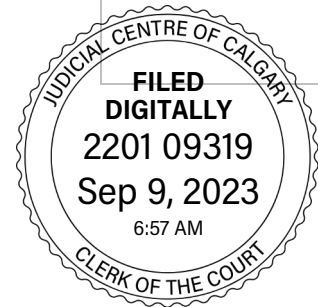
ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF PARTY
FILING THIS DOCUMENT

Cassels Brock & Blackwell LLP
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Attention: Jeffrey Oliver / Danielle Marechal



DATE ON WHICH ORDER WAS PRONOUNCED: September 6, 2023

LOCATION WHERE ORDER WAS PRONOUNCED: Calgary, AB (via Webex)

NAME OF JUSTICE WHO MADE THIS ORDER: The Honourable Madam Justice J. Sidnell

UPON THE APPLICATION by MNP Ltd. in its capacity as the Court-appointed receiver (in such capacity, the "**Receiver**") of the undertakings, property and assets of SolvAQUA Inc. (the "**Debtor**") and for, among other things, an Order, approving the Receiver's conduct and activities; approving the professional fees and disbursements and for discharge of the Receiver; **AND UPON HAVING READ** the Second Report of the Receiver dated June 20, 2023 ("**Second Report**"), the Third Report of the Receiver dated August 30, 2023 (the "**Third Report**") and the Affidavit of Service, sworn September 6, 2023; **AND UPON HEARING** the submissions of counsel for the Receiver and any other parties in attendance;

IT IS HEREBY ORDERED AND DECLARED THAT:

1. Service of this application (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 this Application, and time for service of this Application is abridged to that actually given.
2. Terms not otherwise defined herein have the meaning ascribed to them in the Application or the Third Report, as applicable.

Approval of Professional Fees

3. The Receiver's accounts for fees and disbursements as set out in the Third Report, including any estimated fees and disbursements to complete the administration of the estate, are hereby approved without the necessity of a formal assessment of its accounts.
4. The accounts of the Receiver's legal counsel, Cassels Brock & Blackwell LLP, for its fees and disbursements as set out in the Third Report, including any estimated fees and disbursements to complete the administration of the estate, are hereby approved without the necessity of a formal assessment of its accounts.

Actions of Receiver

5. The Receiver's conduct and activities as set out in the Second Report and the Third Report are hereby ratified and approved, provided that only the Receiver, in its personal capacity and with respect to its own personal liability, shall be entitled to rely upon or utilize such approval.
6. The Receiver's Interim Statement of Receipts and Disbursements as set out in the Third Report, is hereby ratified and approved.

Assignment

7. All right, title and interest of Solvaqua, if any, in the Remaining Equipment is hereby assigned to Arnaki, without prejudice to the rights or claims of any party to the Remaining Equipment.

Final Distribution

8. The Receiver is authorized and directed to:
 - (a) holdback funds in the amount of \$75,000 (the "**Holdback**") and distribute all or a portion of the Holdback for the payment of any Priority Payables (as defined in the Stalking Horse APA) including without limitation, unpaid GST or source deductions; and
 - (b) make a distribution to Arnaki Ltd. ("**Arnaki**") of any residual Holdback amount following the payment of the Priority Payables.

Discharge of the Receiver

9. On the evidence before the Court, the Receiver has satisfied its obligations under and pursuant to the terms of the Orders granted in the within proceedings up to and including the date hereof, and the Receiver 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 willful misconduct on the part of the Receiver, or with leave of the Court. Subject to the foregoing any claims against the Receiver in connection with the performance of its duties are hereby stayed, extinguished and forever barred.

10. No action or other proceedings shall be commenced against the Receiver in any way arising from or related to its capacity or conduct as Receiver, except with prior leave of this Court on Notice to the Receiver, and upon such terms as this Court may direct.
11. Upon the Receiver filing with the Clerk of the Court a certificate of a Licensed Insolvency Trustee (the "**Certificate**") employed by the Receiver confirming that:
 - (a) the transaction contemplated in the Sale Agreement has been completed; and
 - (b) all other material matters in the administration of the estate have been completed

then the Receiver shall be discharged as Receiver of the Debtor, provided however, that notwithstanding its discharge herein (a) the Receiver shall remain Receiver for the performance of such incidental duties as may be required to complete the administration of the receivership herein; and (b) the Receiver shall continue to have the benefit of the provisions of all orders made in this proceeding, including all approvals, protections and stays of proceedings in favour of the Receiver in its capacity as Receiver.

Service

12. Service of this Order shall be deemed good and sufficient by serving the same on the persons and via the method listed on the service list created in these proceedings and by posting a copy of this Order on the Receiver's website at: <https://mnpdebt.ca/en/corporate/corporate-engagements/solvaqua-inc>, which website shall remain publicly available for no less than six (6) months after the date on which the Certificate is filed. Service is deemed to be effected on the next business day following the transmission or delivery of such documents.
13. Service of this Order on any party not listed on the service list or in attendance of this Application is hereby dispensed with.


 Justice of the Court of King's Bench of Alberta