

COURT FILE NO. 2201- 12828

COURT COURT OF KING’S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY

PLAINTIFF EXPORT-IMPORT BANK OF CHINA

DEFENDANT CHANGHUA ENERGY CANADA LTD.

DOCUMENT ORDER



ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

CARON & PARTNERS, LLP
Fifth Ave Place – West Tower
2120, 237 – 4th Avenue SW
Calgary, AB T2P 4K3

Lawyer: R.J. Daniel Gilborn
Telephone: (403) 262-3000
Fax: (403) 237-0111
File: 62954-000

DATE ON WHICH ORDER WAS PRONOUNCED: NOVEMBER 23, 2022

LOCATION OF HEARING: CALGARY, ALBERTA

NAME OF JUDGE WHO MADE THIS ORDER: MR. JUSTICE G.S. DUNLOP

UPON the application (the “**Application**”) of Export-Import Bank of China (the “**Plaintiff**”), in respect of Changhua Energy Canada Ltd. (the “**Changhua**”); **UPON** having read the Application, the Affidavit of Chen Lei, sworn on October 31, 2022 and the Affidavit of Service of Katie Hynne, sworn on November 21, 2022, all filed; **UPON** reading the consent of FTI Consulting Canada Inc., to act as receiver and manager of the Debtor, filed; **UPON** the Defendant requesting an adjournment to a date certain; **UPON** the Court granting the aforesaid adjournment upon conditions set out herein; **AND UPON** hearing counsel for the Plaintiff, counsel to Changhua and the proposed Receiver, and any other counsel or other interested parties present;

IT IS ORDERED AS FOLLOWS, THAT:

1. Counsel for Changhua shall prepare the proposed form of Order.

2. The time for service of the Application and the Lei Affidavit is abridged, if necessary, the Application is properly returnable today, service of the Application and the Lei Affidavit on the service list (the “Service List”) attached as Exhibit “A” to the Service Affidavit, in the manner described in the Service Affidavit, is good and sufficient, and no other persons other than those listed on the Service List, are entitled to service of the Application or the Lei Affidavit.

3. The Application is adjourned to Wednesday, December 7, 2022, as 10:00 AM, before Ms. Justice G.S. Dunlop on the Commercial List.

4. Any evidence or other materials that Changhua wishes to file to oppose the Application shall be filed and served no later than December 1, 2022.

5. FTI Consulting Canada Inc. is hereby appointed interim Receiver (the “**Interim Receiver**”), without security, over Changhua, with such powers and authorities as set out in this Order.

6. (i) Changhua, (ii) all of its 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 individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being “**Persons**” and each being a “**Person**”) shall 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 Debtor, 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 Interim Receiver or permit the Interim Receiver to make, retain and take away copies thereof and grant to the Interim Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph or in paragraph 6 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 Interim Receiver due to the privilege attaching to solicitor-client communication or documents prepared in contemplation of litigation or due to statutory provisions prohibiting such disclosure.

7. 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 Interim Receiver for the purpose of allowing the Interim Receiver 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 Interim Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Interim Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Interim Receiver with all such assistance in gaining immediate access to the information in the Records as the Interim Receiver may in its discretion require including providing the Interim Receiver with instructions on the use of any computer or other system and providing the Interim Receiver with any and all access codes, account names, and account numbers that may be required to gain access to the information.

8. The Interim Receiver is hereby further expressly empowered and authorized to do any of the following where the Interim Receiver considers it necessary or desirable:

- (a) to 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 Receiver's powers and duties, including without limitation those conferred by this Order;
- (b) to report to, meet with and discuss with such affected Persons as the Interim Receiver deems appropriate all matters relating to the Interim Receiver's powers and duties under this Order, and to share information, subject to such terms as to confidentiality as the Interim Receiver deems advisable;
- (c) the Interim Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder;
- (d) notwithstanding Rule 6.11 of the *Alberta Rules of Court*, unless otherwise ordered by this Court, the Interim Receiver may report to the Court from time to time, which reporting is not required to be in affidavit form and shall be considered by this Court as evidence. The Interim Receiver's reports shall be filed by the Court Clerk notwithstanding that they do not include an original signature;
- (e) to take any steps reasonably incidental to the exercise of the powers and duties set out in this Order.

9. Changhua shall report to the Interim Receiver regarding any transaction that Changhua may engage in after the granting of this Order that is at or above a consideration threshold that the Plaintiff and Changhua may agree, or barring agreement that this Court may Order.

10. No proceeding or enforcement process in any court or tribunal (each, a "**Proceeding**"), shall be commenced or continued against the Interim Receiver except with the written consent of the Interim Receiver or with leave of this Court.

11. The Interim Receiver and, if applicable, counsel to the Interim Receiver shall be paid their reasonable fees and disbursements, in each case, incurred at their standard rates and charges. The Interim

Receiver and, if applicable, counsel to the Interim Receiver shall be entitled to the benefits of and are hereby granted a charge (the “**Receiver’s Charge**”) on the Property, which charge shall not exceed an aggregate amount of \$100,000, as security for their professional fees and disbursements incurred at the normal rates and charges of the Interim Receiver and such counsel, both before and after the making of this Order in respect of these proceedings, and the Receiver’s Charge shall form a first charge on the Property in priority to all security interests, trusts, deemed trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person but subject to section 14.06(7), 81.4(4), 81.6(2) and 88 of the *Bankruptcy and Insolvency Act* (Canada).

12. The Receiver and its legal counsel shall pass their accounts from time to time.

13. Any interested party may apply to this Court to vary or amend this Order on not less than 7 days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

14. Service of this Order shall be deemed good and sufficient by serving the same on:

- (a) the persons listed on the service list created in these proceedings or otherwise served with notice of these proceedings;
- (b) any other person served with notice of the application for this Order; and
- (c) any other parties attending or represented at the application for this Order;

and service on any other person is hereby dispensed with.

15. Service of this Order may be effected by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following transmission or delivery of this Order.

16. Pursuant to Rule 9.4(2)(c), the only counsel who need approve this form of Order are counsel to Changhua and counsel to the Plaintiff.



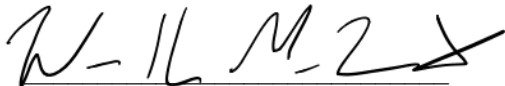
J.C.K.B.A. .

2201-12828

Order filed on: 12-08-2022

APPROVED AS THE ORDER GRANTED:

McCARTHY TETRAULT LLP



Walker MacLeod
of Counsel to the Plaintiff

CARON & PARTNERS, LLP



R.J. Daniel Gilborn
of Counsel to Changhua