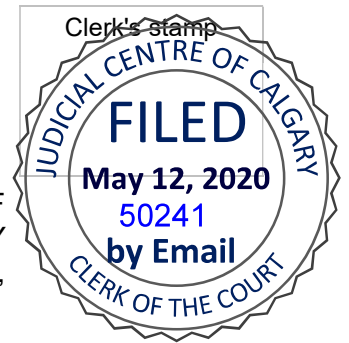


COURT FILE NUMBER 1901-16293
COURT COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE CALGARY
PROCEEDINGS IN THE MATTER OF THE RECEIVERSHIP OF
EAGLE ENERGY INC., EAGLE ENERGY
TRUST, EAGLE ENERGY HOLDINGS INC.,
and EAGLE HYDROCARBONS INC.



APPLICANT FTI CONSULTING CANADA INC., in its capacity
as Court-appointed Receiver of the current and
future assets, undertakings and properties of
Eagle Energy Inc., Eagle Energy Trust, Eagle
Energy Holdings Inc. and Eagle Hydrocarbons
Inc.

DOCUMENT **APPLICATION**
**(Sale of Eagle Hydrocarbons Inc. Assets to
White Oak Global Advisors LLC)**

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
PARTY FILING THIS
DOCUMENT Norton Rose Fulbright Canada LLP
400 3rd Avenue SW, Suite 3700
Calgary, Alberta T2P 4H2 CANADA

Howard A. Gorman, Q.C. / Meghan L. Parker
howard.gorman@nortonrosefulbright.com
meghan.parker@nortonrosefulbright.com
Tel: +1 403.267.8222
Fax: +1 403.264.5973

Lawyers for FTI Consulting Canada Inc., in its capacity as Court-
appointed Receiver of the current and future assets, undertakings
and properties of Eagle Energy Inc., Eagle Energy Trust, Eagle
Energy Holdings Inc., and Eagle Hydrocarbons Inc.
File no.: 1001023920

NOTICE TO THE RESPONDENTS

This application is made against you. You are a respondent.

You have the right to state your side of this matter before the Justice.

To do so, you must be in Court when the application is heard as shown below:

| | |
|--------------|---|
| Date: | May 14, 2020 |
| Time: | 2:00 |
| Where: | Calgary Courts Centre |
| Before Whom: | The Honourable Madam Justice B.E.C. Romaine |

Go to the end of this document to see what else you can do and when you must do it.

Remedy claimed or sought:

- 1 FTI Consulting Canada Inc. (the **Receiver**), in its capacity as Court-appointed receiver and manager of the current and future assets, undertakings and properties of Eagle Energy Inc., Eagle Energy Trust, Eagle Energy Holdings Inc., and Eagle Hydrocarbons Inc. (**Hydrocarbons**) (Eagle Energy Inc., Eagle Energy Trust, Eagle Energy Holdings Inc., and Hydrocarbons, collectively, the **Debtors**) seeks the following relief:
 - a. Abridging, if necessary, the time for service of this Application and supporting materials, and declaring the service of same to be good and sufficient.
 - b. An Order, substantially in the form attached hereto as **Schedule “A”**, that approves of the sale process, the Receiver’s receipts and disbursements for the period from November 19, 2019 to April 30, 2020, and all actions of the Receiver to date, as outlined in the Receiver’s Second Report, and that approves the sale of certain of Hydrocarbons’ oil and gas assets (the **Purchased Assets**) to White Oak Global Advisors LLC (**White Oak**) pursuant to the terms of a Sale Agreement between the Receiver and White Oak (the **Sale Agreement**), vesting Hydrocarbons’ right, title and interest in the Assets, and authorizing an interim distribution of the net sale proceeds. A blackline of **Schedule “A”** against the Alberta Template Approval and Vesting Order is attached hereto as **Schedule “B”**.

Grounds for making this application:

- 2 On November 19, 2019, FTI Consulting Canada Inc. was appointed as Receiver over the current and future assets, undertakings and properties of the Debtors, pursuant to a Receivership Order (the **Receivership Order**) granted by the Honourable Justice R.A. Neufeld of this Court.
- 3 On November 22, 2019 and December 5, 2019, the United States Bankruptcy Court for the Northern District of Texas Dallas Division (the **US Bankruptcy Court**) granted a temporary restraining order and certain relief pursuant to chapter 15 of title 11 of the United States Code (the **US Bankruptcy Code**), respectively, and the proceedings contemplated by the Receivership Order were recognized as the “foreign main proceeding” pursuant to the US Bankruptcy Code.
- 4 On February 19, 2020, the Court approved the terms of a dual-track sale process taking place in Canada and the United States (the **Sale Process**), as set out in Appendix “A” to the Receiver’s First Report, by Order of the Honourable Justice K.M. Eidsvik (**Sale Process Order**).
- 5 On February 24, 2020, the US Bankruptcy Court granted an order approving of the Sale Process.

- 6 The Sale Process commenced immediately upon approval by this Court and the US Bankruptcy Court. In the United States, Sale Process materials were provided to 30,000 prospective bidders. Of these, 1,158 prospective bidder profiles viewed the virtual data room for the purposes of completing due diligence. 14 non-binding offers were received from 14 prospective purchasers, including White Oak, with respect to the Purchased Assets.
- 7 The Receiver received a binding Phase 2 Bid from White Oak respecting the Assets, and the parties are in the process of finalizing the Sale Agreement. The Receiver also received a binding Phase 2 Bid from White Oak respecting Eagle Energy Inc., which contemplates, among other things, an Arrangement Agreement and Plan of Arrangement, which contemplate the Receiver filing a Division 1 Proposal under the provisions of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3.
- 8 The Receiver believes that approval of the Sale Agreement and the transaction contemplated therein (the **Transaction**) is in the best interest of all stakeholders for the following reasons:
- a. the Sale Agreement arose from the Sale Process, as implemented by the Receiver and EnergyNet.Inc, its sale agent (the **Sale Agent**);
 - b. the Receiver believes that the Sale Agent acted in good faith and with due diligence in meeting the milestones of the Sale Process and soliciting bids;
 - c. there was a broad marketing of the assets to a large number of prospective purchasers over a reasonable time frame;
 - d. the Receiver believes the Transaction was negotiated between the parties at arm's length and in good faith and is commercially reasonable;
 - e. the Transaction is supported by the Debtors' senior secured lender, White Oak, who is also the purchaser; and
 - f. the Receiver determined that the offer submitted by White Oak was the highest and best offer for the Assets.
- 9 Such further and other grounds as counsel may advise and this Honourable Court may permit.

Material or Evidence to be relied on:

- 10 The Receivership Order;
- 11 the Second Report of the Receiver; and

12 such further and other materials as counsel may advise and this Honourable Court may permit.

Applicable Rules:

13 Rules 6.3(1), 6.9(1), and 6.28-6.36 of the Alberta *Rules of Court*, Alta. Reg. 124/2010.

14 Such further and other Rules as counsel may advise and this Honourable Court may permit.

Applicable Acts and regulations:

15 The *Bankruptcy and Insolvency Act*, RSC 1985, c B-3.

16 Such further and other Acts and regulations as counsel may advise and this Honourable may permit.

Any irregularity complained of or objection relied on:

17 There are no irregularities complained of or objections relied on.

How the application is proposed to be heard or considered:

18 Oral submissions by counsel.

WARNING

If you do not come to Court either in person or by your lawyer, the Court may give the applicant(s) what they want in your absence. You will be bound by any order that the Court makes. If you want to take part in this application, you or your lawyer must attend in Court on the date and at the time shown at the beginning of the form. If you intend to give evidence in response to the application, you must reply by filing an affidavit or other evidence with the Court and serving a copy of that affidavit or other evidence on the applicant(s) a reasonable time before the application is heard or considered.

Schedule "A": Sale Approval and Vesting Order

COURT FILE NUMBER 1901-16293
COURT COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE CALGARY
PROCEEDINGS IN THE MATTER OF THE RECEIVERSHIP OF EAGLE ENERGY INC., EAGLE ENERGY TRUST, EAGLE ENERGY HOLDINGS INC., and EAGLE HYDROCARBONS INC.
APPLICANT FTI CONSULTING CANADA INC., in its capacity as Court-appointed Receiver of the current and future assets, undertakings and properties of Eagle Energy Inc., Eagle Energy Trust, Eagle Energy Holdings Inc. and Eagle Hydrocarbons Inc.
DOCUMENT **SALE APPROVAL AND VESTING ORDER**
(Sale by Receiver)



ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT
Norton Rose Fulbright Canada LLP
400 3rd Avenue SW, Suite 3700
Calgary, Alberta T2P 4H2 CANADA
Howard A. Gorman, Q.C. / Meghan L. Parker
howard.gorman@nortonrosefulbright.com
meghan.parker@nortonrosefulbright.com
Tel: +1 403.267.8222
Fax: +1 403.264.5973

Lawyers for FTI Consulting Canada Inc., in its capacity as Court-appointed Receiver of the current and future assets, undertakings and properties of Eagle Energy Inc., Eagle Energy Trust, Eagle Energy Holdings Inc., and Eagle Hydrocarbons Inc.
File no.: 1001023920

DATE ON WHICH ORDER WAS PRONOUNCED: May 14, 2020
NAME OF JUDGE WHO MADE THIS ORDER: the Honourable Justice B.E.C. Romaine
LOCATION OF HEARING: Calgary, Alberta

UPON THE APPLICATION of FTI Consulting Canada Inc., in its capacity as Court-appointed Receiver (the **Receiver**) of the current and future assets, undertakings and properties of Eagle Energy Inc., Eagle Energy Trust, Eagle Energy Holdings Inc., and Eagle Hydrocarbons Inc. (the **Debtors**) for an order approving the sale transaction (the **Transaction**) contemplated by an agreement of purchase and sale (the **Sale Agreement**) between the Receiver and White Oak Global Advisers LLC (the **Purchaser**), a copy which is appended to the Supplement to the Receiver's Second Report, filed May 11, 2020 (the **Report**)

(the **Supplemental Report**), and vesting in the Purchaser (or its nominee) the Debtors' right, title and interest in and to the assets described in the Sale Agreement (the **Purchased Assets**);

AND UPON HAVING READ the Receivership Order granted by the Honourable Justice R.A. Neufeld and dated November 19, 2019 (the **Receivership Order**), the Report, and the Supplemental Report, and the Affidavit of Service; **AND UPON HEARING** the submissions of counsel for the Receiver and the Purchaser and any other interested parties that may be present; **AND UPON IT APPEARING** that service has been effected;

IT IS HEREBY ORDERED AND DECLARED THAT:

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.
2. Unless otherwise defined in this Order, all capitalized terms used in this Order shall have the meanings given to them in the Sale Agreement.

APPROVAL OF TRANSACTION

3. The Transaction is hereby approved and execution of the Sale Agreement by the Receiver 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 completion of the Transaction and conveyance of the Purchased Assets to the Purchaser (or its nominee).
4. The sale process, the Receiver's receipts and disbursements for the period from November 19, 2019 to April 30, 2020, and all actions taken by the Receiver to date as outlined in the Report, are commercially reasonable and are hereby ratified and approved.
5. The Transaction and Sale Agreement are commercially reasonable and in the best interest of the Debtors and their stakeholders.

VESTING OF PROPERTY

6. Upon 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 shall vest absolutely in the name of the Purchaser (or its nominee), free and clear of and from any and all caveats, security interests, hypothecs, pledges,

mortgages, liens, trusts or deemed trusts, reservations of ownership, royalties, options, rights of pre-emption, privileges, interests, assignments, actions, judgments, executions, levies, taxes, writs of enforcement, charges, or other claims, whether contractual, statutory, financial, monetary or otherwise, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, **Claims**) including, without limiting the generality of the foregoing:

- (a) any encumbrances or charges created by the Receivership Order;
- (b) any charges, liens, security interests or claims, whether evidenced by registrations pursuant to the Uniform Commercial Code (United States) or any other personal, mineral or real property registry system, or otherwise; and
- (c) any liens or claims of lien under the *Builders' Lien Act* (Alberta)

(all of which are collectively referred to as the **Encumbrances**), all Claims including Encumbrances other than the encumbrances, caveats, interests, easements, and restrictive covenants listed in **Schedule "B"** (the **Permitted Encumbrances**), affecting or relating to the Purchased Assets are hereby expunged, discharged and terminated as against the Purchased Assets.

7. Upon delivery of the Receiver's Certificate, and upon filing a certified copy of this Order, together with any applicable registration fees, all governmental authorities including those referred to below in this paragraph (collectively, **Governmental Authorities**) are hereby authorized, requested and directed to accept delivery of such Receiver's Certificate and certified copy of this Order as though they were originals and to register such transfers, interest authorizations, discharges and discharge statements of conveyance as may be required to convey to the Purchaser or its nominee clear title to the Purchased Assets subject only to Permitted Encumbrances. Without limiting the foregoing, the Registrar of the Alberta Personal Property Registry shall and is hereby directed to forthwith cancel and discharge any registrations at the Alberta Personal Property Registry (whether made before or after the date of this Order) claiming security interests (other than Permitted Encumbrances) in the estate or interest of the Debtors in any of the Purchased Assets which are of a kind prescribed by applicable regulations as serial-number goods.
8. The aid and assistance of the officials of the public registries of any Province or Territory in Canada or in the United States is requested to give effect to this Order by transferring each of the registrations identified in the Sale Agreement to the name of the Purchaser (or its nominee), irrespective of whether the registration stands in the name of the Debtors or some other third party.
9. The Receiver is hereby authorized and directed to take all necessary steps and execute any and all documents to effect any and all discharges, and the registrars and all other persons in control

or otherwise supervising such offices of registration or recording shall forthwith remove and discharge all such registrations.

10. For the purposes of determining the nature and priority of Claims, net proceeds from 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 from and after delivery of the Receiver's Certificate and all Claims including Encumbrances (but excluding Permitted Encumbrances) shall not attach to, encumber or otherwise form a charge, security interest, lien, or other Claim against the Purchased Assets and may be asserted against the net proceeds from 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. Unless otherwise ordered (whether before or after the date of this Order), the Receiver shall not make any distributions to creditors of net proceeds from sale of the Purchased Assets without further order of this Court, provided however the Receiver may apply any part of such net proceeds to repay any amounts the Receiver has borrowed for which it has issued a Receiver's Certificate pursuant to the Receivership Order.
11. Except as expressly provided for in the Sale Agreement, the Purchaser (or its nominee) shall, by virtue of the completion of the Transaction, have no liability of any kind whatsoever in respect of any Claims against the Debtors.
12. Upon completion of the Transaction, the Debtors and all persons who claim by, through or under the Debtors in respect of the Purchased Assets, and all persons or entities having any Claims of any kind whatsoever in respect of the Purchased Assets, save and except for persons entitled to the benefit of the Permitted Encumbrances, shall stand absolutely and forever barred, estopped and foreclosed from and permanently enjoined from pursuing, asserting or claiming any and all right, title, estate, interest, royalty, rental, equity of redemption or other Claim whatsoever in respect of or to the Purchased Assets, and to the extent that any such persons or entities remain in the possession or control of any of the Purchased Assets, or any artifacts, certificates, instruments or other indicia of title representing or evidencing any right, title, estate, or interest in and to the Purchased Assets, they shall forthwith deliver possession thereof to the Purchaser (or its nominee).
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 Debtors, or any person claiming by, through or against the Debtors.
14. Immediately upon closing of the Transaction, holders of Permitted Encumbrances shall have no claim whatsoever against the Receiver.

15. The Receiver is directed to file with the Court a copy of the Receiver's Certificate forthwith after delivery thereof to the Purchaser (or its nominee).
16. Pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act* (Canada) and section 20(e) of the Alberta *Personal Information Protection Act*, the Receiver is authorized and permitted to disclose and transfer to the Purchaser (or its nominee) (i) any personal information of customers of the Debtors and users of the Debtors' Property, including all persons or entities who had or continue to have any interface with the Purchased Assets in the course of the Debtors' business; and (ii) all human resources and payroll information in the Debtor's records pertaining to the Debtors' past and current employees. The Purchaser (or its nominee) 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) to which the Debtors were entitled.

MISCELLANEOUS MATTERS

17. Notwithstanding:
- (a) the pendency of these proceedings and any declaration of insolvency made herein;
 - (b) the pendency of any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c.B-3, as amended (the **BIA**) or United States Bankruptcy Code, in respect of the Debtors, and any bankruptcy order issued pursuant to any such applications;
 - (c) any assignment in bankruptcy made in respect of the Debtors; and
 - (d) the provisions of any federal or provincial statute:

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 transfer at undervalue, settlement, fraudulent preference, assignment, fraudulent conveyance, 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.

18. The Receiver, the Purchaser (or its nominee) 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 and to assist and aid the parties in closing the Transaction.

19. This Honourable Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, in the United States 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 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 order and to provide such assistance to the Receiver, as an officer of the 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.
20. Service of this Order shall be deemed good and sufficient by:
- (a) Serving the same on:
 - (i) the persons listed on the service list created in these proceedings;
 - (ii) any other person served with notice of the application for this Order;
 - (iii) any other parties attending or represented at the application for this Order;
 - (iv) the Purchaser or the Purchaser's solicitors; and
 - (b) Posting a copy of this Order on the Receiver's website at:
<http://cfcanada.fticonsulting.com/EagleEnergy/>
- and service on any other person is hereby dispensed with.
21. 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.

Schedule "A": Form of Receiver's Certificate

COURT FILE NUMBER 1901-16293
COURT COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE CALGARY
PROCEEDINGS IN THE MATTER OF THE RECEIVERSHIP OF
EAGLE ENERGY INC., EAGLE ENERGY
TRUST, EAGLE ENERGY HOLDINGS INC.,
and EAGLE HYDROCARBONS INC.
APPLICANT FTI CONSULTING CANADA INC., in its
capacity as Court-appointed Receiver of the
current and future assets, undertakings and
properties of Eagle Energy Inc., Eagle Energy
Trust, Eagle Energy Holdings Inc. and Eagle
Hydrocarbons Inc.
DOCUMENT **RECEIVER'S CERTIFICATE**



ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT
Norton Rose Fulbright Canada LLP
400 3rd Avenue SW, Suite 3700
Calgary, Alberta T2P 4H2 CANADA
Howard A. Gorman, Q.C. / Meghan L. Parker
howard.gorman@nortonrosefulbright.com
meghan.parker@nortonrosefulbright.com
Tel: +1 403.267.8222
Fax: +1 403.264.5973

Lawyers for FTI Consulting Canada Inc., in its capacity as Court-appointed Receiver of the current and future assets, undertakings and properties of Eagle Energy Inc., Eagle Energy Trust, Eagle Energy Holdings Inc., and Eagle Hydrocarbons Inc.
File no.: 1001023920

RECITALS

- A. Pursuant to an Order of the Honourable Justice R.A. Neufeld of the Court of Queen's Bench of Alberta, Judicial District of Calgary (the **Court**) dated November 19, 2019, FTI Consulting Canada Inc. was appointed as the receiver (the **Receiver**) of the undertakings, property and assets of Eagle Energy Inc., Eagle Energy Trust, Eagle Energy Holdings Inc., and Eagle Hydrocarbons Inc. (the **Hydrocarbons**).
- B. Pursuant to an order dated November 22, 2019, and an order dated December 5, 2019, in each case granted by the U.S. Bankruptcy Court for the Northern District of Texas Dallas Division, a temporary restraining order and certain relief pursuant to the US Bankruptcy Code was granted,

and the proceedings contemplated by the Receivership Order were recognized as the “foreign main proceeding” pursuant to the US Bankruptcy Code, respectively.

- C. Pursuant to an Order of the Court dated **[Date]**, the Court approved the agreement of purchase and sale made as of **[Date of Agreement]** (the **Sale Agreement**) between the Receiver and White Oak Global Advisors LLC (the **Purchaser**) and provided for the vesting in the Purchaser of the Debtors’ 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 **[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.
- D. Unless otherwise indicated herein, capitalized terms 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 **[section]** of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser (or its nominee); and
3. The Transaction has been completed to the satisfaction of the Receiver.
4. This Certificate was delivered by the Receiver at **[Time]** on **[Date]**.

FTI Consulting Canada Inc., in its capacity as Receiver of the undertakings, property and assets of Eagle Energy Inc., Eagle Energy Trust, Eagle Energy Holdings Inc., and Eagle Hydrocarbons Inc., and not in its personal capacity.

Per: _____

Name: Deryck Helkaa

Title: Senior Managing Director,
Corporate Finance & Restructuring

Schedule "B": Permitted Encumbrances

[Permitted Encumbrances to be confirmed]

Schedule "B": Blackline to Template

COURT FILE NUMBER [1901-16293](#)

C
l
e
r
k
'
s

S
t
a
m
p

COURT COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE [CALGARY](#)

~~PLAINTIFF~~

~~DEFENDANT~~ PROCEEDINGS [IN THE MATTER OF THE RECEIVERSHIP OF EAGLE ENERGY INC., EAGLE ENERGY TRUST, EAGLE ENERGY HOLDINGS INC., and EAGLE HYDROCARBONS INC.](#)

APPLICANT [FTI CONSULTING CANADA INC., in its capacity as Court-appointed Receiver of the current and future assets, undertakings and properties of Eagle Energy Inc., Eagle Energy Trust, Eagle Energy Holdings Inc. and Eagle Hydrocarbons Inc.](#)

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

~~ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT~~

~~DATE ON WHICH ORDER WAS PRONOUNCED:~~ _____

~~LOCATION WHERE ORDER WAS PRONOUNCED:~~ _____

~~NAME OF JUSTICE WHO MADE THIS ORDER:~~ _____

ADDRESS FOR SERVICE [Norton Rose Fulbright Canada LLP](#)

AND
CONTACT INFORMATION
OF
PARTY FILING THIS
DOCUMENT

400 3rd Avenue SW, Suite 3700
Calgary, Alberta T2P 4H2 CANADA

Howard A. Gorman, Q.C. / Meghan L. Parker
howard.gorman@nortonrosefulbright.com
meghan.parker@nortonrosefulbright.com
Tel: +1 403.267.8222
Fax: +1 403.264.5973

Lawyers for FTI Consulting Canada Inc., in its capacity as
Court-appointed Receiver of the current and future assets,
undertakings and properties of Eagle Energy Inc., Eagle Energy
Trust, Eagle Energy Holdings Inc., and Eagle Hydrocarbons Inc.
File no.: 1001023920

DATE ON WHICH ORDER WAS PRONOUNCED: May 14, 2020

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

LOCATION OF HEARING: Calgary, Alberta

UPON THE APPLICATION by ~~[Receiver's Name]~~ of FTI Consulting Canada Inc., in its capacity as ~~the~~ Court-appointed ~~[receiver/receiver and manager]~~ Receiver (the "**Receiver**") of the current and future assets, undertakings, ~~property and assets of [Debtor]~~ (the "**Debtor**" and properties of Eagle Energy Inc., Eagle Energy Trust, Eagle Energy Holdings Inc., and Eagle Hydrocarbons Inc. (the Debtors)) for an order approving the sale transaction (the "**Transaction**") contemplated by an agreement of purchase and sale (the "**Sale Agreement**") between the Receiver and ~~[Name of Purchaser]~~ White Oak Global Advisers LLC (the "**Purchaser**") ~~dated [Date] and~~, a copy which is appended to the ~~Report of~~ Supplement to the Receiver ~~dated [Date]~~ (the "**Report**")'s Second Report, filed May 11, 2020 (the Report) (the Supplemental Report), and vesting in the Purchaser (or its nominee)¹ the ~~Debtor's~~ Debtors' right, title and interest in and to the assets described in the Sale Agreement (the "**Purchased Assets**");

AND UPON HAVING READ the Receivership Order ~~dated [Date]~~ granted by the Honourable Justice R.A. Neufeld and dated November 19, 2019 (the "**Receivership Order**"), the Report, and the Supplemental Report, and the Affidavit of Service; **AND UPON HEARING** the submissions of counsel for the Receiver, ~~the Purchaser [Names of other parties appearing], no one appearing for any other person on the service list, although properly served as appears from the Affidavit of Service, filed and the Purchaser and any other interested parties that may be present:~~ **AND UPON IT APPEARING** that service has been effected;

IT IS HEREBY ORDERED AND DECLARED THAT:

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.²
2. Unless otherwise defined in this Order, all capitalized terms used in this Order shall have the meanings given to them in the Sale Agreement.

APPROVAL OF TRANSACTION

3. ~~2.~~The Transaction is hereby approved³ and execution of the Sale Agreement by the Receiver 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 completion of the Transaction and conveyance of the Purchased Assets to the Purchaser (or its nominee).
4. The sale process, the Receiver's receipts and disbursements for the period from November 19, 2019 to April 30, 2020, and all actions taken by the Receiver to date as outlined in the Report, are commercially reasonable and are hereby ratified and approved.
5. The Transaction and Sale Agreement are commercially reasonable and in the best interest of the Debtors and their stakeholders.

VESTING OF PROPERTY

6. ~~3. [Subject only to approval by the Alberta Energy Regulator ("Energy Regulator") of transfer of any applicable licenses, permits and approvals pursuant to section 24 of the Oil and Gas Conservation Act (Alberta) and section 18 of the Pipeline Act (Alberta)]⁴ upon~~ Upon 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 Closing Certificate**"), all of the ~~Debtor's~~ Debtors' right, title and interest in and to the Purchased Assets ~~[listed in Schedule "B"⁵ hereto]~~ shall vest absolutely in the name of the Purchaser (or its nominee), free and clear of and from any and all caveats, security interests, hypothecs, pledges, mortgages, liens, trusts or deemed trusts, reservations of ownership, royalties, options, rights of pre-emption, privileges, interests, assignments, actions, judgments, executions, levies, taxes, writs of enforcement, charges, or other claims, whether contractual, statutory, financial, monetary or otherwise, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, "**Claims**")⁶ including, without limiting the generality of the foregoing:
 - (a) any encumbrances or charges created by the Receivership Order;

- (b) any charges, liens, security interests or claims, whether evidenced by registrations pursuant to the ~~*Personal Property Security Act (Alberta)*~~ Uniform Commercial Code (United States) or any other personal, mineral or real property registry system; or otherwise; and
- (c) any liens or claims of lien under the *Builders' Lien Act* (Alberta); ~~and~~
- ~~(d) — those Claims listed in Schedule "C" hereto (all of which are collectively referred to as the "Encumbrances", which term shall not include the permitted), all Claims including Encumbrances other than the~~ encumbrances, caveats, interests, easements, and restrictive covenants listed in ~~Schedule "DB" (collectively, "the Permitted Encumbrances") and for greater certainty, this Court orders that all Claims including Encumbrances other than Permitted Encumbrances,~~ affecting or relating to the Purchased Assets are hereby expunged, discharged and terminated as against the Purchased Assets.

7. ~~4.~~ Upon delivery of the Receiver's ~~Closing~~ Certificate, and upon filing ~~of~~ a certified copy of this Order, together with any applicable registration fees, all governmental authorities including those referred to below in this paragraph (collectively, "**Governmental Authorities**") are hereby authorized, requested and directed to accept delivery of such Receiver's ~~Closing~~ Certificate and certified copy of this Order as though they were originals and to register such transfers, interest authorizations, discharges and discharge statements of conveyance as may be required to convey to the Purchaser or its nominee clear title to the Purchased Assets subject only to Permitted Encumbrances. Without limiting the foregoing:

~~(a)⁷ — the Registrar of Land Titles ("Land Titles Registrar") for the lands defined below shall and is hereby authorized, requested and directed to forthwith:~~

- ~~(i) — cancel existing Certificates of Title No. * for those lands and premises municipally described as *, and legally described as:~~

~~_____ *~~
~~_____ (the "Lands")~~

- ~~(ii) — issue a new Certificate of Title for the Lands in *the name of the Purchaser (or its nominee)*, namely, *;~~

- ~~(iii) — transfer to the New Certificate of Title the existing instruments listed in Schedule "D", to this Order, and to issue and register against the New Certificate of Title such new caveats, utility rights of ways, easements or other instruments as are listed in Schedule "D"; and~~

~~(iv) — discharge and expunge the Encumbrances listed in Schedule “C” to this Order and discharge and expunge any Claims including Encumbrances (but excluding Permitted Encumbrances) which may be registered after the date of the Sale Agreement against the existing Certificate of Title to the Lands;~~

(b)⁸ — Alberta Energy (“Energy Ministry”) shall and is hereby authorized, requested and directed to forthwith:

~~(v) — cancel and discharge those Claims including builders’ liens, security notices, assignments under section 426 (formerly section 177) of the Bank Act (Canada) and other Encumbrances (but excluding Permitted Encumbrances) registered (whether before or after the date of this Order) against the estate or interest of the Debtor in and to any of the Purchased Assets located in the Province of Alberta; and~~

~~(vi) — transfer all Crown leases listed in Schedule “E” to this Order standing in the name of the Debtor, to the Purchaser (or its nominee) free and clear of all Claims including Encumbrances but excluding Permitted Encumbrances;~~ (c) the Registrar of the Alberta Personal Property Registry ~~(the “PPR Registrar”)~~ shall and is hereby directed to forthwith cancel and discharge any registrations at the Alberta Personal Property Registry (whether made before or after the date of this Order) claiming security interests (other than Permitted Encumbrances) in the estate or interest of the Debtors s in any of the Purchased Assets which are of a kind prescribed by applicable regulations as serial-number goods.

~~5. — In order to effect the transfers and discharges described above, this Court directs each of the Governmental Authorities to take such steps as are necessary to give effect to the terms of this Order and the Sale Agreement. Presentment of this Order and the Receiver’s Closing Certificate shall be the sole and sufficient authority for the Governmental Authorities to make and register transfers of title or interest and cancel and discharge registrations against any of the Purchased Assets of any Claims including Encumbrances but excluding Permitted Encumbrances.~~

~~6. — No authorization, approval or other action by and no notice to or filing with any governmental authority or regulatory body exercising jurisdiction over the Purchased Assets is required for the due execution, delivery and performance by the Receiver of the Sale Agreement, [other than any required approval by the Energy Regulator referenced in paragraph 3 above.]⁹~~

8. The aid and assistance of the officials of the public registries of any Province or Territory in Canada or in the United States is requested to give effect to this Order by transferring each of the

registrations identified in the Sale Agreement to *the name of the Purchaser (or its nominee)*, irrespective of whether the registration stands in the name of the Debtors or some other third party.

9. ~~7. Upon delivery of the Receiver's Closing Certificate together with a certified copy of this Order, this Order shall be immediately registered by the Land Titles Registrar notwithstanding the requirements of section 191(1) of the *Land Titles Act*, RSA 2000, c.L-7 and notwithstanding that the appeal period in respect of this Order has not elapsed. The Land Titles Registrar is hereby directed to accept all Affidavits of Corporate Signing Authority submitted by the Receiver in its capacity as Receiver of the Debtor and not in its personal capacity. The Receiver is hereby authorized and directed to take all necessary steps and execute any and all documents to effect any and all discharges, and the registrars and all other persons in control or otherwise supervising such offices of registration or recording shall forthwith remove and discharge all such registrations.~~
10. ~~8.~~ For the purposes of determining the nature and priority of Claims, net proceeds¹⁰ from 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 from and after delivery of the Receiver's ~~Closing Certificate~~ and all Claims including Encumbrances (but excluding Permitted Encumbrances) shall not attach to, encumber or otherwise form a charge, security interest, lien, or other Claim against the Purchased Assets and may be asserted against the net proceeds from 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. Unless otherwise ordered (whether before or after the date of this Order), the Receiver shall not make any distributions to creditors of net proceeds from sale of the Purchased Assets without further order of this Court, provided however the Receiver may apply any part of such net proceeds to repay any amounts the Receiver has borrowed for which it has issued a Receiver's Certificate pursuant to the Receivership Order.
11. ~~9.~~ Except as expressly provided for in the Sale Agreement ~~or by section 5 of the *Alberta Employment Standards Code*~~, the Purchaser (or its nominee) shall ~~not~~, by virtue of the completion of the Transaction, have no liability of any kind whatsoever in respect of any Claims against the ~~Debtor.~~¹¹ Debtors.
12. ~~10.~~ Upon completion of the Transaction, the Debtors and all persons who claim by, through or under the Debtors in respect of the Purchased Assets, and all persons or entities having any Claims of any kind whatsoever in respect of the Purchased Assets, save and except for persons entitled to the benefit of the Permitted Encumbrances, shall stand absolutely and forever barred, estopped and foreclosed from and permanently enjoined from pursuing, asserting or claiming any

and all right, title, estate, interest, royalty, rental, equity of redemption or other Claim whatsoever in respect of or to the Purchased Assets, and to the extent that any such persons or entities remain in the possession or control of any of the Purchased Assets, or any artifacts, certificates, instruments or other indicia of title representing or evidencing any right, title, estate, or interest in and to the Purchased Assets, they shall forthwith deliver possession thereof to the Purchaser (or its nominee).¹²

13. ~~41.~~ 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 Debtors~~s~~, or any person claiming by, through or against the Debtors~~s~~.

14. ~~42.~~ Immediately upon closing of the Transaction, holders of Permitted Encumbrances shall have no claim whatsoever against the Receiver.¹³

15. ~~43.~~ The Receiver is directed to file with the Court a copy of the Receiver's ~~Closing~~ Certificate forthwith after delivery thereof to the Purchaser (or its nominee).

16. ~~44.~~ Pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act* (Canada) and section 20(e) of the *Alberta Personal Information Protection Act*, the Receiver is authorized and permitted to disclose and transfer to the Purchaser (or its nominee) (i) any personal information of customers of the Debtors and users of the Debtors' Property, including all persons or entities who had or continue to have any interface with the Purchased Assets in the course of the Debtors' business; and (ii) all human resources and payroll information in the Debtor's records pertaining to the ~~Debtor's~~ Debtors' past and current employees. The Purchaser (or its nominee) 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) to which the Debtors ~~was~~ were entitled.

MISCELLANEOUS MATTERS

17. ~~45.~~ Notwithstanding:

- (a) the pendency of these proceedings and any declaration of insolvency made herein;
- (b) the pendency of any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c.B-3, as amended (the "~~BIA~~") or United States Bankruptcy Code, in respect of the Debtors~~s~~, and any bankruptcy order issued pursuant to any such applications;
- (c) any assignment in bankruptcy made in respect of the Debtors~~s~~; and

(d) the provisions of any federal or provincial statute:

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~~s~~ and shall not be void or voidable by creditors of the Debtors~~s~~, nor shall it constitute nor be deemed to be a transfer at undervalue, settlement, fraudulent preference, assignment, fraudulent conveyance, 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.

18. ~~16.~~ The Receiver, the Purchaser (or its nominee) 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 and to assist and aid the parties in closing the Transaction.

19. ~~17.~~ 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,~~ in the United States 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 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 order and to provide such assistance to the Receiver, as an officer of the 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.

20. ~~18.~~ Service of this Order shall be deemed good and sufficient by:

(a) Serving the same on:

- (i) the persons listed on the service list created in these proceedings;
- (ii) any other person served with notice of the application for this Order;
- (iii) any other parties attending or represented at the application for this Order;
- (iv) the Purchaser or the Purchaser's solicitors; and

(b) Posting a copy of this Order on the Receiver's website at:

~~*<http://cfcanada.fticonsulting.com/EagleEnergy/>~~

and service on any other person is hereby dispensed with.

21. ~~19.~~ 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.

Schedule "A": Form of Receiver's Certificate

| | | |
|-------------------|-----------------------------------|---------------|
| COURT FILE NUMBER | | Clerk's Stamp |
| COURT | COURT OF QUEEN'S BENCH OF ALBERTA | |
| JUDICIAL CENTRE | | |
| PLAINTIFF | | |
| DEFENDANT | | |
| DOCUMENT | RECEIVER'S CERTIFICATE | |

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY _____ FILING _____ THIS DOCUMENT

RECITALS

- A. Pursuant to an Order of the Honourable Justice **[Name]** of the Court of Queen's Bench of Alberta, Judicial District of _____ (the "Court") dated **[Date of Order]**, **[Name of Receiver]** was appointed as the receiver (the "Receiver") of the undertakings, property and assets of **[Debtor]** (the "Debtor").
- B. Pursuant to an Order of the Court dated **[Date]**, the Court approved the agreement of purchase and sale made as of **[Date of Agreement]** (the "Sale Agreement") between the Receiver and **[Name of Purchaser]** (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, capitalized terms 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 * of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser (or its nominee); and~~
- ~~3. The Transaction has been completed to the satisfaction of the Receiver.~~
- ~~4. This Certificate was delivered by the Receiver at [Time] on [Date].~~

~~[Name of Receiver], in its capacity as Receiver of the undertakings, property and assets of [Debtor], and not in its personal capacity.~~

~~Per: _____~~

~~Name:~~

~~Title:~~

Schedule “B”: Permitted Encumbrances

[Permitted Encumbrances to be confirmed]

¹ ~~Ensure that there are no legal obstacles to the vesting of assets in a nominee (for example competition and anti-trust law). Should land be transferred and vested in a nominee, the Registrar of Land Titles requires the Purchaser to complete a Certificate of Nomination (which needs to be signed under seal if the Purchaser is a corporation. If the Purchaser is an individual, the signature needs to be witnessed with an affidavit of execution completed.)~~

² ~~Ensure that the application and supporting materials are served on all affected parties including those whose interests will be vested off.~~

³ ~~In some cases, notably where this Order may be relied upon for proceedings in the United States, a finding that the Transaction is commercially reasonable and in the best interests of the Debtor and its stakeholders may be necessary. Evidence should be filed to support such a finding. If supported by evidence, the following sentence could be added at the beginning of paragraph 2: “The Transaction and Sale Agreement are commercially reasonable and in the best interest of the Debtor and its stakeholders.”~~

⁴ ~~This bracketed clause, paragraph 4(b) and the bracketed words at the end of paragraph 6 are included when the Purchased Assets include mineral interests in land.~~

⁵ ~~To allow this Order to be free standing (and not require reference to the Court record and/or the Sale Agreement), it may be preferable that the Purchased Assets be specifically described in a Schedule B.~~

⁶ ~~The “Claims” being vested out 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 may, in some cases, continue as against the net proceeds from sale of the claimed assets. In other cases, the ownership claimant may object to its ownership interest being vested out of the claimed assets. For example, it not clear that vesting orders can vest out overriding royalties or restrictive covenants which are interests in land. (In *Third Eye Capital Corp. v Dianor Resources Inc.*, 2018 ONCA 253 at paragraphs 108-130 the Ont. C.A. requested further argument regarding whether an overriding royalty which is an interest in land may nevertheless be vested out.) Similarly, other claimed rights, titles or interests may potentially be vested out if the Court is advised what rights are being affected and the affected persons are served. The Committee agrees with the view of the Ontario Committee that a non-specific vesting out of “rights, titles and interests” is vague and therefore undesirable.~~

⁷ ~~Paragraph 4(a) is included when the Purchased Assets include titled lands.~~

⁸ ~~Paragraph 4(b) is included when the Purchased Assets include mineral interests in land.~~

⁹ ~~The bracketed words in this paragraph are included when the Purchased Assets include mineral interests in land.~~

¹⁰ ~~The Report should identify the disposition costs and any other costs which should be paid from the gross sale proceeds, to arrive at “net proceeds”.~~

¹¹ ~~Successor employer liability is governed by section 5 of the *Employment Standards Code*, RSA 2000 c. E-9 as amended. Inclusion of the words “or by statute” in paragraph 9 ensures that paragraph 9 does not purport to abrogate statutory successor employee liability.~~

¹² ~~Not all sale agreements require, nor do the terms of the Debtor’s possession of human resources and payroll information always permit, disclosure and transfer of such information to the Purchaser. If disclosure and transfer of such information to the Purchaser is not required or permitted, then Section 10 of this Order should be deleted.~~

¹³ ~~The terms of the Permitted Encumbrance and Sale Agreement should be reviewed to determine whether an encumbrance also constitutes a charge against other assets not being sold (in addition to the Purchased Assets.) In that circumstance, absent agreement of the encumbrancer to the contrary, the Debtor may not be fully discharged so the encumbrancer does not lose its charge over the other assets it holds as security.~~

~~Do not add the words "or the Debtor" to the end of paragraph 12 if an encumbrancer's claim against the Debtor should be reserved.~~