

I hereby certify this to be a true copy of
the original Approval and Vesting Order (HWN Transaction)

Dated this 19th day of July, 2024

Stephanie Beaumont
for Clerk of the Court



COURT FILE NUMBER 2401-02680
COURT COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE CALGARY
APPLICANTS IN THE MATTER OF *THE COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF THE PLAN OF COMPROMISE OR ARRANGEMENT OF RAZOR ENERGY CORP., RAZOR HOLDINGS GP CORP., AND BLADE ENERGY SERVICES CORP.

DOCUMENT **APPROVAL AND VESTING ORDER (HWN TRANSACTION)**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT
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DATE ON WHICH ORDER WAS PRONOUNCED: July 17, 2024
NAME OF JUDGE WHO MADE THIS ORDER: Justice D.R. Mah
LOCATION OF HEARING: Edmonton, Alberta

UPON the Application (the "**Application**") of Razor Energy Corp. ("**Razor Energy**"), Razor Holdings GP Corp. ("**Razor Holdings**"), and Blade Energy Services Corp. ("**Blade**", Blade, Razor Holdings, and Razor Energy are collectively referred to as, the "**Applicants**"), pursuant to the *Companies' Creditors Arrangement Act*, R.S.C., c. C-36, as amended (the "**CCA**"), for an order approving the sale and corresponding transactions (collectively, the "**Transaction**") contemplated under the asset purchase and sale agreement, between Razor Energy, as vendor, and HNW Energy Ltd. (the "**Purchaser**"), as purchaser, dated June 27, 2024 (the "**APA**") appended, as Confidential Exhibit "1", to the Affidavit #8 of Doug Bailey, sworn on July 10, 2024 (the "**Bailey #8 Affidavit**"), and vesting, in the Purchaser (or its nominee), all of Razor Energy's right, title, and interest in and to the assets described in the APA (collectively, the "**Purchased Assets**");

AND UPON having read the Amended and Restated Initial Order pronounced by Justice M.E. Burns on March 6, 2024 (the “**ARIO**”), in the within proceedings (the “**CCAA Proceedings**”), the Fifth Report of FTI Consulting Canada Inc., in its capacity as monitor of the Applicants (the “**Monitor**”), dated July 12, 2024 (the “**Monitor’s Fifth Report**”), and the Affidavit of Service of Katie Hynne, sworn on July 15, 2024 (the “**Service Affidavit**”); **AND UPON** hearing from counsel for the Applicants, counsel for the Monitor, and counsel to all other parties present;

IT IS HEREBY ORDERED AND DECLARED THAT:

DEFINED TERMS

1. All capitalized terms not defined herein or in the Schedules hereto shall have the respective meanings as ascribed to such terms in the APA.

APPROVAL OF TRANSACTION

2. The APA is hereby approved, in its entirety. The Transaction is hereby approved and the execution of the APA, by Razor Energy, is hereby authorized, ratified, confirmed and approved, with such minor amendments as Razor Energy and the Purchaser may agree to, with the consent of the Monitor. Razor Energy is hereby authorized to complete the Transaction, subject to the terms of the APA, and Razor Energy and the Monitor are hereby authorized and directed to take such additional steps and Razor Energy is hereby authorized to execute such additional documents, all as may be necessary or desirable for completion of the Transaction and conveyance of the Purchased Assets to the Purchaser (or its nominee).

VESTING OF PROPERTY

3. Upon delivery of a Monitor’s certificate to the Purchaser (or its nominee) substantially in the form set out in Schedule “**A**” hereto (the “**Monitor’s Certificate**”), all of Razor Energy’s 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, linear or non-linear municipal property tax claims under the *Municipal Government Act* (Alberta), interests, assignments, actions, judgements, 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 ARIO;
- (b) any charges, security interests, or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Alberta) or any other personal property registry system;
- (c) any liens or claims of lien under the *Builders' Lien Act* (Alberta); and,
- (d) those Claims listed in Schedule "**B**" hereto (all of which are collectively referred to as, the "**Encumbrances**", which term shall not include the permitted encumbrances, caveats, interests, easements, and restrictive covenants, as listed in Schedule "**C**" hereto (collectively, "**Permitted Encumbrances**"))

and for greater certainty, this Court orders that all Claims, including all Encumbrances, other than the Permitted Encumbrances, affecting or relating to the Purchased Assets are hereby expunged, discharged, and terminated, as and against the Purchased Assets.

4. Upon delivery of the Monitor's 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 Monitor's Certificate and a certified copy of this Order, as though they were originals and to register such transfers, interest authorizations, discharges, and 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) Alberta Energy ("**Energy Ministry**") shall and is hereby authorized, requested and directed to forthwith:
 - (i) 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 Razor Energy in and to any of the Purchased Assets which are located in the Province of Alberta; and

- (ii) transfer all of Razor Energy's interests in the Crown leases listed in Schedule "D" to this Order, as standing in the name of Razor Energy, to the Purchaser (or its nominee) free and clear of all Claims including all Encumbrances, but excluding all Permitted Encumbrances;
 - (b) 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 any security interests (other than Permitted Encumbrances) in the estate or interest of Razor Energy, in or against any of the Purchased Assets.
- 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 APA. Presentment of this Order and the Monitor's 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. The Monitor is authorized and directed to undertake and perform such activities and obligations as are contemplated to be undertaken or performed by the Monitor pursuant to this Order, the ARIO, the APA, or any ancillary document related thereto, and shall incur no liability in connection therewith, save and except for any gross negligence or wilful misconduct on its part.
- 7. 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 Razor Energy of the APA.
- 8. For the purposes of determining the nature and priority of all Claims, net proceeds from sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets from and after delivery of the Monitor'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 Closing, 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.

9. Except as expressly provided for in the APA, this Order, or by section 5 of the *Alberta Employment Standards Code*, the Purchaser (or its nominee) shall not, by completion of the Transaction, have liability of any kind whatsoever in respect of any Claims against Razor Energy.
10. Upon completion of the Transaction, Razor Energy and all persons who claim by, through or under Razor Energy 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).
11. 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 Razor Energy or any person claiming by, through, or against Razor Energy.
12. The Monitor is directed to file, with the Court, a copy of the Monitor's Certificate forthwith after delivery thereof to the Purchaser (or its nominee).

MISCELLANEOUS MATTERS

13. 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**”), in respect of the Applicants, and any bankruptcy order issued pursuant to any such applications;
- (c) any assignment in bankruptcy made in respect of the Applicants; 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 Applicants and shall not be void or voidable by creditors of the Applicants, 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.

- 14. The Applicants, the Monitor, 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.
- 15. 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 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 Razor Energy, the Monitor, and their 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 Razor Energy and the Monitor, as an officer of the Court, as may be necessary or desirable to give effect to this Order or to assist Razor Energy, the Monitor, and their agents in carrying out the terms of this Order.
- 16. 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/razor-blade/>

and service on any other person is hereby dispensed with.

17. 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.



Justice of the Court of King's Bench of Alberta

SCHEDULE "A"
FORM OF MONITOR'S CERTIFICATE

Clerk's Stamp

COURT FILE NUMBER 2401-02680
COURT COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE CALGARY
APPLICANTS IN THE MATTER OF *THE COMPANIES' CREDITORS*
ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF THE PLAN OF COMPROMISE OR
ARRANGEMENT OF RAZOR ENERGY CORP., RAZOR
HOLDINGS GP CORP., AND BLADE ENERGY SERVICES
CORP.

DOCUMENT **MONITOR'S CERTIFICATE**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT Blake, Cassels & Graydon LLP
Suite 3500, Bankers Hall East
855 – 2nd Street SW
Calgary, AB T2P 4J8
Attention: Kelly Bourassa
Phone: 403-260-9697
Email: kelly.bourassa@blakes.com

RECITALS

- A. Pursuant to an Amended and Restated Initial Order of the Honourable Justice M.E. Burns, of the Court of King's Bench of Alberta (the "**Court**"), dated March 6, 2024, FTI Consulting Canada Inc. was appointed as the monitor (the "**Monitor**") of Razor Energy Corp., Razor Holdings GP Corp., and Blade Energy Services Corp.
- B. Pursuant to an Order of the Court dated July 17, 2024 (the "**Approval and Vesting Order**"), the Court approved the asset purchase and sale agreement, dated June 27, 2024 (the "**APA**") between Razor Energy ("**Razor Energy**"), as vendor, and HNW Energy Ltd. (the "**Purchaser**"), as purchaser, and provided for the vesting, in the Purchaser, of all of Razor Energy'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 Monitor, to the Purchaser, of a certificate confirming: (i) the payment, by the Purchaser, of the Purchase Price for the Purchased Assets; (ii) that all conditions to the Closing of the APA have been

satisfied or waived by Razor Energy and the Purchaser; and, (iii) the Transaction has been completed to the satisfaction of the Monitor.

- C. Unless otherwise indicated herein, capitalized terms have the meanings set out in the Approval and Vesting Order.

THE MONITOR CERTIFIES the following:

1. The Monitor has been advised, by counsel to the Purchaser and counsel to Razor Energy, that:
 - (a) the Purchaser (or its nominee) has paid, and Razor Energy has received the Purchase Price for the Purchased Assets, in accordance with and as contemplated by the terms of the APA; and,
 - (b) the conditions to the closing of the APA have been satisfied or waived by Razor Energy and the Purchaser (or its nominee).
2. The Transaction has been completed to the satisfaction of the Monitor.
3. This Certificate was delivered by the Monitor at **[Time]** on **[Date]**.

FTI CONSULTING CANADA INC., in its capacity as the monitor of RAZOR ENERGY CORP., RAZOR HOLDINGS GP CORP., AND BLADE ENERGY SERVICES CORP. and not in its personal or corporate capacity.

Per: _____

Name:

Title:

**SCHEDULE "B"
ENCUMBRANCES**

Alberta Personal Property Registry Encumbrances:

Registration No.	Registration Type	Registration Date	Secured Party
20061026338	Security Agreement	2020-Jun-10	<p>Paramount Resources Ltd. 2800, 421 – 7th Avenue SW Calgary, AB T2P 4K9</p> <p>Email: Mitch.Shier@paramountres.com</p> <p>HNW Energy Ltd. Suite 1000, 207 9th Avenue SW Calgary, AB T2P 1K3</p> <p>Email: joberg@hwnenergy.com</p>
23010422904	Security Agreement	2023-Jan-04	<p>Paramount Resources Ltd. 2800, 421 – 7th Avenue SW Calgary, AB T2P 4K9</p> <p>Email: Mark.Franko@paramountres.com</p> <p>HNW Energy Ltd. Suite 1000, 207 9th Avenue SW Calgary, AB T2P 1K3</p> <p>Email: joberg@hwnenergy.com</p>
23010422932	Security Agreement	2023-Jan-04	<p>Paramount Resources Ltd. 2800, 421 – 7th Avenue SW Calgary, AB T2P 4K9</p> <p>Email: Mark.Franko@paramountres.com</p> <p>HNW Energy Ltd. Suite 1000, 207 9th Avenue SW Calgary, AB T2P 1K3</p> <p>Email: joberg@hwnenergy.com</p>
23010422964	Security Agreement	2028-Jan-04	<p>Paramount Resources Ltd. 2800, 421 – 7th Avenue SW Calgary, AB T2P 4K9</p> <p>Email: Mark.Franko@paramountres.com</p>

Registration No.	Registration Type	Registration Date	Secured Party
			HNW Energy Ltd. Suite 1000, 207 9th Avenue SW Calgary, AB T2P 1K3 Email: joberg@hwnenergy.com
23010423005	Land Charge	2023-Jan-04	Paramount Resources Ltd. 2800, 421 – 7 th Avenue SW Calgary, AB T2P 4K9 Email: Mark.Franko@paramountres.com

Encumbrances Registered with the Alberta Department or Minister of Energy:

NIL

SCHEDULE "C"
PERMITTED ENCUMBRANCES

"Permitted Encumbrances" includes any of the following:

- (i) any overriding royalties, net profits interest, and other burdens, which are provided for under the Title Documents or as listed in Schedule "A" to the APA and which arise, accrue, and become due and owing after Closing;
- (ii) the terms and conditions of the Title Documents, including:
 - a. ROFRs,
 - b. the requirement to pay any rentals or royalties to the grantor thereof, to maintain the Title Documents in good standing, and any royalty or other burden reserved to the grantor thereof, or
 - c. any gross royalty trusts applicable to the grantor's interest in any of the Title Documents,

provided that, any such rentals, royalties, net profit interests, and other burdens contemplated in this subparagraph (ii) must be listed in Schedule "A" to the APA and must arise, accrue, and become due and owing after Closing, to qualify as a Permitted Encumbrance;

- (iii) the right reserved to or vested in any grantor, Governmental Authority, or other public authority, by the terms of any Title Document or by Applicable Laws to terminate any Title Document;
- (iv) easements, rights of way, servitudes or other similar rights in land, including rights of way and servitudes for highways, railways, sewers, drains, gas and oil pipelines, gas and water mains, electric light, power, telephone or cable television conduits, poles, wires or cables;
- (v) taxes on Petroleum Substances or the income or revenue therefrom, unless specifically excluded, and governmental restrictions on production rates from the Wells or on operations being conducted on the Lands or otherwise affecting the value of any of the Purchased Assets;

- (vi) agreements for the sale, processing, transmission, or transportation, of Petroleum Substances entered into by Razor Energy subsequent to the date of the APA;
- (vii) any obligation of Razor Energy to hold any portion of their interest in and to any of the Purchased Assets, in trust for Third Parties;
- (viii) any rights reserved to or vested in any Governmental Authority to control or regulate the ownership, use or operation of any of the Purchased Assets, in any manner, including governmental requirements imposed by statute or Governmental Authorities as to rates of production from operations or otherwise affecting recoverability of Petroleum Substances;
- (ix) undetermined or inchoate liens incurred or created as security in favour of any Person with respect to the development or operation of any of the Purchased Assets, as regards to Razor Energy's share of the costs and expenses thereof which arise, accrue, and become due and owing after Closing;
- (x) the reservations, limitations, provisos and conditions in any grants or transfers from the Crown of any of the Lands or interests therein, and statutory exceptions to title;
- (xi) provisions for penalties and forfeitures under Title Documents as a consequence of non-participation in operations, following Closing of the APA, that are listed in Schedule "A" of the APA;
- (xii) any requirement to post or maintain any deposits or other form of security required by any Governmental Authority; and,
- (xiii) liens granted in the ordinary course of business to a public utility, municipality, or Governmental Authority, with respect to operations pertaining to any of the Purchased Assets as regards Razor Energy's share of amounts owing to such public utility, municipality, or Governmental Authority, which are not due or delinquent as of Closing.

SCHEDULE "D"
CROWN LEASES

0581040036

O58104A036

O595010789

0591010340

0591010339

0595040397

0594101101

0501040212

0593110756

0596100872

0593100402

0589080448

5494080101

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0597100887

5495030173

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