

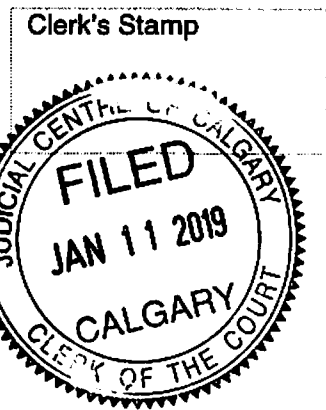
COURT FILE NUMBER 1501-12220

COURT COURT OF QUEEN'S BENCH OF ALBERTA
 JUDICIAL CENTRE CALGARY

APPLICANT ALBERTA TREASURY BRANCHES

RESPONDENTS COGI LIMITED PARTNERSHIP, CANADIAN OIL & GAS INTERNATIONAL INC., CONSERVE OIL GROUP INC. AND CONSERVE OIL 1ST CORPORATION

DOCUMENT AMENDED AND RESTATED APPROVAL AND VESTING ORDER (Sale by Receiver)



ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

G. Brian Davison, Q.C.
 DLA Piper (Canada) LLP
 Barristers and Solicitors
 1000 250 2 St. S.W.
 Phone: 403.294-3590
 Fax: 403-213-4481
 Email: brian.davison@dlapiper.com
 File No.: 16155-00002

I hereby certify this to be a true copy of the original order dated this 11 day of Jan. 2019 for Clerk of the Court

DATE ON WHICH ORDER WAS PRONOUNCED: January 10, 2019

NAME OF JUDGE WHO MADE THIS ORDER: The Honorable Justice C.M. Jones

LOCATION OF HEARING: Calgary

UPON THE APPLICATION by MNP Ltd., in its capacity as the Court-appointed receiver and manager (the "Receiver") of the assets, undertakings and properties of COGI Limited Partnership, Canadian Oil & Gas International Inc., Conserve Oil Group Inc. and Conserve Oil 1st Corporation (collectively, the "Debtor") for an order approving the sale transaction (the "Transaction") contemplated by an asset purchase and sale agreement dated September 1, 2018 between the Receiver and Firenze Energy Ltd. ("Firenze" or the "Purchaser", and the purchase and sale agreement, as amended, the "Sale Agreement"), which Sale Agreement is appended as Exhibit "A" to the Confidential Supplement to the Twelfth Report of the Receiver dated September 26, 2018 (the "Confidential Supplement"), and vesting in the Purchaser the Debtor's right, title and interest in and to the Purchased Assets listed in Schedule "B" hereto (the "Purchased Assets");

AND UPON HAVING READ the Receivership Orders dated October 26, 2015 and January 6, 2016 (collectively, the "Receivership Order"), the Report and the Affidavit of Service; AND UPON HEARING the

submissions of counsel for the Receiver and the Purchaser, no one appearing for any other person on the service list, although properly served as appears from the Affidavit of Service, filed;

IT IS HEREBY ORDERED AND DECLARED THAT:

1. All capitalized terms in this Order and the Appendices that are not otherwise defined herein shall have the meaning ascribed to them in the Sale Agreement.
2. 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.
3. The Receiver's activities as set out in the Thirteenth Report are hereby ratified and approved.

APPROVAL OF TRANSACTIONS

4. The Transaction and Sale Agreement are hereby approved, and the 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 the completion of the Transaction or for the conveyance of the Purchased Assets to the Purchaser.

VESTING OF PROPERTY

5. Upon the delivery of a Receiver's certificate to the Purchaser substantially in the form set out in **Schedule "A"** hereto (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 vest absolutely in the name of the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, caveats, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**") including, without limiting the generality of the foregoing:
 - (a) any encumbrances or charges created by the Receivership Order or any other Orders granted in these proceedings;
 - (b) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Alberta) or any other personal property registry system; and

(c) those Claims listed on **Schedule "C"** hereto (all of which are collectively referred to as the **"Encumbrances"**, which term shall not include the permitted encumbrances, caveats, easements and restrictive covenants listed on **Schedule "D"**), and

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

6. For the purposes of determining the nature and priority of Claims, the net proceeds from the 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, and from and after the delivery of the Receiver's Certificate all Claims and Encumbrances shall attach to the net 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, 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.
7. The Purchaser shall, by virtue of the completion of the Transaction, have no liability of any kind whatsoever in respect of any Claims against the Debtor.
8. 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 persons remains in possession or control of any of the Purchased Assets, they shall forthwith deliver possession thereof to the Purchaser.
9. The Purchaser 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.
10. Immediately after the closing of the Transaction, the holders of the Permitted Encumbrances shall have no claim whatsoever against the Receiver or the Debtor.
11. The Receiver is to file with the Court a copy of the Receiver's Certificate, forthwith after delivery thereof to the Purchaser.
12. Pursuant to clause 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act* and section 20(e) of the *Alberta Personal Information Protection Act*, the Receiver is 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, including personal information of those employees listed in the Sale Agreement. 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.

13. Notwithstanding:

- (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) (the "BIA") in respect of the Debtor and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made in respect of the Debtor,

the vesting of the Purchased Assets in the Purchaser pursuant to this Order 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 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 Receiver, the Purchaser 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.

MISCELLANEOUS MATTERS

15. 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.
16. This Order must be served only upon those interested parties attending or represented at the within application and service may be effected by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following the transmission or delivery of such documents.

17. Service of this Order on any party not attending this application is hereby dispensed with.

A handwritten signature in black ink, appearing to be 'J.C. C.Q.B.A.', written above a horizontal line.

J.C. C.Q.B.A.

Schedule "A"

Form of Receiver's Certificate

COURT FILE NUMBER	1501-12220	Clerk's Stamp
COURT JUDICIAL CENTRE	COURT OF QUEEN'S BENCH OF ALBERTA CALGARY	
APPLICANT	ALBERTA TREASURY BRANCHES	
RESPONDENTS	COGI LIMITED PARTNERSHIP, CANADIAN OIL & GAS INTERNATIONAL INC., CONSERVE OIL GROUP INC. AND CONSERVE OIL 1 st CORPORATION	
DOCUMENT	RECEIVER'S CERTIFICATE	
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	G. Brian Davison, Q.C. DLA Piper (Canada) LLP Barristers and Solicitors 1000 250 2 St. S.W. Phone: 403.294-3590 Fax: 403-213-4481 Email: brian.davison@dlapiper.com File No.: 16155-00002	

RECITALS

- A. Pursuant to Orders of the Honourable Justices A.D. Macleod and K.M. Horner of the Court of Queen's Bench of Alberta, Judicial District of Calgary (the "**Court**"), dated October 26, 2015 and January 6, 2016 respectively, MNP Ltd. was appointed as the receiver and manager (the "**Receiver**") of the assets, undertakings and properties COGI Limited Partnership, Canadian Oil & Gas International Inc., Conserve Oil Group Inc. and Conserve Oil 1st Corporation (collectively, the "**Debtor**").
- B. Pursuant to an Order of the Honourable Justice C.M. Jones dated January 10, 2019, the Court approved the purchase and sale agreement made as of September 1, 2018 (the "**Sale Agreement**") between the Receiver and Firenze Energy Ltd. (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 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) the conditions to

Closing as set out in Article 3 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 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 Article 3 of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser;
3. The Transaction has been completed to the satisfaction of the Receiver; and
4. This Certificate was delivered by the Receiver at ♦ on ♦, 2019.

**MNP Ltd., in its capacity as Receiver
and Manager of the assets,
undertakings, properties of COGI
Limited Partnership, Canadian Oil &
Gas International Inc., Conserve Oil
Group Inc. and Conserve Oil 1st
Corporation and not in its personal
capacity
Per:**

**Name: ♦
Title: ♦**

Schedule "B"

Purchased Assets

Lands, Petroleum and Natural Gas Rights, Wells and Facilities

LANDS	PETROLEUM AND NATURAL GAS RIGHTS	COGI WI
Crown PNG Lease 0504060512 (M00407)	TWP 077 RGE 05 W5M SEC 16 PNG to base Mannville Excluding PET in Clearwater	50%
Crown PNG Lease 0504060512 (M00407)	TWP 077 RGE 05 W5M SEC 16 PET in Clearwater	50%
Crown PNG Lease 0505020284 (M00404)	TWP 078 RGE 05 W5M SEC 11 PNG to base Mannville	50%
Crown PNG Lease 0504040601 (M00401)	TWP 078 RGE 05 W5M SEC 15 PNG to base Mannville	50%
Crown PNG License 5403080376 (M00355)	TWP 079 RGE 05 W5M SEC 30 PNG to base Mannville	50%
Ptn Crown PNG Licence 5405080304 (M00429)	TWP 081 RGE 07 W5M SEC 9 PNG to base Spirit River Excl 102/16-09-081-07W5/00 wellbore and associated production	50%
Crown PNG Licence 5406050776 (M00434)	TWP 081 RGE 07 W5M SEC 16 PNG to base Spirit River	50%
Ptn Crown PNG Licence 5406090369 (M00440)	TWP 081 RGE 07 W5M SEC 30 PNG to base Spirit River	50%

WELLS

UNIQUE WELL IDENTIFIER	WELL STATUS	LICENCE	COGI WI
100/01-16-077-05W5/00	SUSPENDED	0321136	50%
100/01-16-077-05W5/02	SUSPENDED	0321136	50%
100/09-11-078-05W5/02	SUSPENDED	0326452	50%
100/09-11-078-05W5/00	PRODUCING	0326452	50%
100/12-15-078-05W5/02	SUSPENDED	0320696	50%
100/12-15-078-05W5/03	PRODUCING	0320696	50%
100/12-15-078-05W5/00	SUSPENDED	0320696	50%
100/14-30-079-05W5/03	SUSPENDED	0298422	50%
100/14-30-079-05W5/02	PRODUCING	0298422	50%
100/14-30-079-05W5/00	SUSPENDED	0298422	50%
100/16-09-081-07W5/00	ABAN ZONE	0347132	50%
100/16-09-081-07W5/02	PRODUCING	0347132	50%
100/16-09-081-07W5/03	SUSPENDED	0347132	50%
100/03-16-081-07W5/00	PRODUCING	0372388	50%
100/09-30-081-07W5/00	PRODUCING	0387755	50%
100/09-30-081-07W5/02	SUSPENDED	0387755	50%

FACILITIES

FACILITY TYPE	LOCATION	LICENCE	COGI WI
COMPRESSOR	15-23-078-05W5M	F33059	50%
COMPRESSOR	16-09-081-07W5M	F37706	50%
COMPRESSOR	10-02-077-05W5M	F33545	50%
INJECTION PLANT	16-09-081-07W5M	F39074	50%

There are no pipelines associated with this Purchase and Sale Agreement.

Schedule "C"

Claims

Schedule "D"

Permitted Encumbrances

LANDS	PETROLEUM AND NATURAL GAS RIGHTS	COGI WI	ENCUMBRANCE
Crown PNG Lease 0504060512 (M00407)	TWP 077 RGE 05 W5M SEC 16 PNG to base Mannville Excluding PET in Clearwater	50%	CSS 0.75% GOR based on 50% of production, paid to Zocalo, paid by COGI 0.75% GOR based on 50% of production, paid to Avalanche, paid by COGI
Crown PNG Lease 0504060512 (M00407)	TWP 077 RGE 05 W5M SEC 16 PET in Clearwater	50%	CSS 0.75% GOR based on 50% of production, paid to Zocalo, paid by COGI 0.75% GOR based on 50% of production, paid to Avalanche, paid by COGI
Crown PNG Lease 0505020284 (M00404)	TWP 078 RGE 05 W5M SEC 11 PNG to base Mannville	50%	CSS 0.75% GOR based on 50% of production, paid to Zocalo, paid by COGI 0.75% GOR based on 50% of production, paid to Avalanche, paid by COGI
Crown PNG Lease 0504040601 (M00401)	TWP 078 RGE 05 W5M SEC 15 PNG to base Mannville	50%	CSS 0.75% GOR based on 50% of production, paid to Zocalo, paid by COGI 0.75% GOR based on 50% of production, paid to Avalanche, paid by COGI
Crown PNG License 5403080376 (M00355)	TWP 079 RGE 05 W5M SEC 30 PNG to base Mannville	50%	CSS 0.75% GOR based on 50% of production, paid to Zocalo, paid by COGI 0.75% GOR based on 50% of production, paid to Avalanche, paid by COGI
Ptn Crown PNG Licence 5405080304 (M00429)	TWP 081 RGE 07 W5M SEC 9 PNG to base Spirit River Excl 102/16-09-081-07W5/00 wellbore and associated production	50%	CSS 0.75% GOR based on 50% of production, paid to Zocalo, paid by COGI 0.75% GOR based on 50% of production, paid to Avalanche, paid by COGI
Crown PNG Licence 5406050776 (M00434)	TWP 081 RGE 07 W5M SEC 16 PNG to base Spirit River	50%	CSS 0.75% GOR based on 50% of production, paid to Zocalo, paid by COGI 0.75% GOR based on 50% of production, paid to Avalanche, paid by COGI
Ptn Crown PNG Licence 5406090369 (M00440)	TWP 081 RGE 07 W5M SEC 30 PNG to base Spirit River	50%	CSS 0.75% GOR based on 50% of production, paid to Zocalo, paid by COGI 0.75% GOR based on 50% of production, paid to Avalanche, paid by COGI