



COURT FILE NUMBER 1701-00143
 COURT COURT OF QUEEN'S BENCH OF ALBERTA
 JUDICIAL CENTRE CALGARY
 PLAINTIFF BUSINESS DEVELOPMENT BANK OF CANADA
 DEFENDANT QUATTRO EXPLORATION AND PRODUCTION LTD.

IN THE MATTER OF THE RECEIVERSHIP OF
 QUATTRO EXPLORATION AND PRODUCTION LTD.

DOCUMENT **ORDER FOR DISCHARGE**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT
 Lisa Hiebert
 Borden Ladner Gervais LLP
 1900, 520 - 3rd Ave. SW
 Calgary, AB T2P 0R3
 Telephone: 604-632-3425
 Facsimile: 604-622-5815
 Email: lhiebert@blg.com
 File No. 436743.19

I hereby certify this to be a true copy of
 the original order
 dated this 14 day of Dec 2018

 for Clerk of the Court

DATE ON WHICH ORDER WAS PRONOUNCED: December 13, 2018
NAME OF JUSTICE WHO MADE THE ORDER: Honourable Mr. Justice J.T. Eamon
LOCATION OF HEARING: Calgary, Alberta


UPON the application of Hardie & Kelly Inc. (“**HKI**”), as amended (the “**Application**”), in its capacity as the court-appointed receiver and manager (the “**Receiver**”) of the debtor, Quattro Exploration and Production Ltd. (the “**Debtor**” or “**Quattro**”), and not in its personal capacity; **AND UPON** having read the Ninth Report of the Receiver dated October 12, 2018 (the “**Final Report**”), the Supplement to the Ninth Report of the Receiver dated December 3, 2018 (the “**Final Report Supplement**”), the Receiver’s prior reports, and other pleadings, affidavits and documents filed in these proceedings, including the receivership order (the “**Receivership Order**”) granted on February 2, 2017 (the “**Receivership Date**”); **AND UPON** noting that HKI was appointed by the Court as the monitor of the Debtor (the “**Monitor**”), pursuant to an Initial Order under the *Companies’ Creditors Arrangement Act*, RSC 1985, c C-36 (the “**CCAA**”) granted on September 8, 2016 (the “**Initial Order**”); **AND UPON** hearing from counsel for the Receiver and counsel for any other interested parties appearing at the hearing of this Application:

IT IS HEREBY ORDERED AND DECLARED THAT:

1. Capitalized terms not otherwise defined herein, have the meanings ascribed to them in the Receivership Order or Initial Order, as applicable.
2. The time for service of this Application, the Final Report and Final Report Supplement, is hereby declared to be good and sufficient and no other person is required to have been served with notice of this application and the time for service of this Application is hereby abridged to that actually given.
3. The Receiver's Final Statement of Receipts and Disbursements, as attached to the Receiver's Final Report Supplement, is hereby approved and ratified.
4. The Receiver's activities since April 24, 2018 to the date hereof, as set out in the Receiver's Final Report, are hereby approved and ratified.
5. The accounts rendered by the Receiver for fees and disbursements, in the amount \$335,073.20 (plus GST), as described in the Receiver's Final Report, are hereby approved without the necessity of a formal passing of its accounts.
6. The accounts rendered by the Receiver's legal counsel, Borden Ladner Gervais LLP ("**BLG**"), for its fees and disbursements, in the amount of \$609,526.69 (plus GST), as described in the Receiver's Final Report, are hereby approved without the necessity of a formal assessment of its accounts.
7. The accounts rendered by the Receiver's legal counsel in Saskatchewan, McDougall Gauley LLP ("**McDougall**"), for its fees and disbursements, in the amount of \$135,416.81 (plus GST and PST), as described in the Receiver's Final Report, are hereby approved without the necessity of a formal assessment of its accounts.
8. The Receiver's, BLG's and McDougall's estimated fees and disbursements for the within Application, and all final, incidental or ancillary duties or responsibilities in connection with the completion of the administration of the Debtor, of approximately \$100,000, are hereby approved without the necessity of a formal passing or assessment of accounts.
9. The Receiver is hereby authorized and directed to pay (i) the fees and disbursements set out at paragraphs 5 to 8 above, as applicable, (ii) any final post-receivership operated and non-operated

- joint venture billings, as described in the Final Report and Final Report Supplement, and then (iii), a final distribution of any residual funds in the Receiver's operational trust account (the "**Residual Funds**") to the Business Development Bank of Canada ("**BDC**") as partial satisfaction of the Interim Lender's Charge.
10. The Receiver is hereby authorized and directed to release the \$54,856.68 that the Receiver currently holds in a segregated trust account (the "**Trust Funds**") to BDC as partial satisfaction of the Interim Lender's Charge.
 11. Upon the Receiver filing with the Clerk of the Court a sworn affidavit of a licensed trustee employed by the Receiver confirming that all matters set out in this Order have been completed, including payment of accounts, distribution of funds and delivery of records, the Receiver shall be discharged as Receiver of the Debtor, provided however that notwithstanding its discharge herein (a) the Receiver shall remain Receiver for the performance of such incidental duties as may be required to complete the administration of the Receivership herein, and (b) the Receiver shall continue to have the benefit of the provisions of all Orders made in this proceeding, including all approvals, protections and stays of proceedings in favour of the Receiver in its capacity as Receiver.
 12. On the evidence before the Court, the Receiver has satisfied its obligations under and pursuant to the terms of the Orders granted in the within proceedings up to and including the date hereof, and the Receiver shall not be liable for any act or omission on its part including, without limitation, any act or omission pertaining to the discharge of its duties in the within proceedings, save and except for any liability arising out of any fraud, gross negligence or willful misconduct on the part of the Receiver, or with leave of the Court. Subject to the foregoing, any claims against the Receiver in connection with the performance of its duties are hereby stayed, extinguished and forever barred.
 13. No action or other proceedings shall be commenced against the Receiver in any way arising from or related to its capacity or conduct as Receiver, except with prior leave of this Court on Notice to the Receiver, and upon such terms as this Court may direct.
 14. The Receiver shall use reasonable efforts to deliver to the Orphan Well Association and the British Columbia Oil and Gas Commission, the Debtor's well surface land, engineering, pipeline and environmental files with respect to disclaimed properties located in Alberta and British Columbia, respectively.

15. The Receiver is hereby authorized to destroy the Debtors' pre-receivership books and records unless any such books and records are collected by (i) the regulatory bodies in Alberta, Saskatchewan and British Columbia, as applicable, within 30 days of this Order; or (ii) the Debtors' former directors within 45 days of This Order.
16. HKI, in its capacity as court-appointed Monitor under the Initial Order, is hereby discharged as Monitor, provided that HKI shall continue to have the benefit of the provisions of all Orders made in the proceedings under CCAA, including all approvals, protections and stays of proceedings in favour of HKI in its capacity as Monitor.
17. Service of this Order shall be deemed good and sufficient by serving the same on:
 - a. the persons listed on the service list (attached as **Schedule "A"** to the Application); and
 - b. by posting a copy of this Order on the Receiver's website.
18. No other persons are entitled to be served with a copy of this Order.


Justice of the Court of Queen's Bench of Alberta

✓ 19. For greater certainty, this Order does not prejudice or affect any application by Dorothec Holdings Ltd or 1348321 Alberta Ltd. to vary paras 10 or 11 of the Receivership Order pronounced February 2, 2017 in so far as they may be found to relate to any holder of their leases prior to Quattro. ✓ 