

Q.B. No. 22 of 2011

IN THE COURT OF QUEEN'S BENCH FOR SASKATCHEWAN
JUDICIAL CENTRE OF BATTLEFORD

BETWEEN:

DIANE WIRTH

- Plaintiff

- and -

**GRANT KUYPERS, SHELLY ANN KUYPERS, DEAN KUYPERS,
BRANDON SCHREIBER, GARY BARTOW, PETER WIRTH,
BIG ISLAND COVE OUTFITTERS LTD., BUCK PARADISE OUTFITTERS
LTD., 101059688 SASKATCHEWAN LTD., BUCK AND BEAR WILDERNESS
ADVENTURES LTD. and 8 ACRE HOLDINGS LTD.**

Defendants

BEFORE THE HONOURABLE)
MR. JUSTICE R.W. DANYLIUK)
IN CHAMBERS)
on THURSDAY, THE
12TH DAY OF JULY,
A.D. 2012.

ORDER

UPON THE APPLICATION OF Deloitte and Touche Inc., ("Receiver") in its capacity as Receiver of all the present and future undertakings, property and assets of the Defendants, Buck and Bear Wilderness Adventures Ltd, and 8 Acre Holdings Ltd.; AND UPON having read the Notice of Motion on behalf of the Receiver, the First Court Report of the Receiver, and the Draft Approval and Vesting Order, all filed.; AND UPON hearing from counsel on behalf of the Receiver;

IT IS HEREBY ORDERED THAT:

1. The time for service of the Notice of Motion for this Order shall be and is hereby abridged and service thereof shall be and is hereby deemed good, timely, valid and sufficient.
2. The activities of the Receiver to date in administering this receivership proceeding as disclosed in the First Court Report of the Receiver are approved.

3. The sale by the Receiver to Stevens Bucks and Bears Outfitting Ltd. of the assets ("Purchased Assets") of the Defendants, Buck and Bear Wilderness Adventures Ltd. and 8 Acre Holdings Ltd., as more particularly described in the Asset Purchase Agreement found at Appendix 3 to the First Report of the Receiver shall be and is hereby approved.
4. Upon the Receiver delivering to Stevens Bucks and Bears Outfitting Ltd. a certificate substantially in the form attached as Schedule "A" hereto (the "Receiver's Certificate"), all right, title and interest of Defendants, Buck and Bear Wilderness Adventures Ltd. and 8 Acre Holdings Ltd., in the Purchased Assets shall pass to and vest in the name of Stevens Bucks and Bears Outfitting Ltd. absolutely and forever free and clear of any and all encumbrances by any person or entities of any kind whatsoever save and except for those permitted encumbrances as expressly set out in this Order.
5. Effective upon receipt of a certified copy of this Order together with a copy of a certificate substantially in the form of the Receiver's Certificate, the Registrar of Saskatchewan Land Titles Registry ("Registrar") shall be and is hereby directed pursuant to Section 109 of *The Land Titles Act, 2000* S.S. 2000 c.L-5.1, Regulation 6.5 of *The Land Titles Conversation Facilitation Regulations, c.L.-5.1*, Regulation 2 and Section 12 of *The Queen's Bench Act, S.S. 1998, c. Q-1.01*, the Receivership Order and the inherent jurisdiction of this Honourable Court to:
 - a) cancel the existing titles to the real property parcels described as follows: Surface Parcel #150093930; and Surface Parcel #161645744; and
 - b) issue titles to the said real property parcels to and in the name of Stevens Bucks and Bears Outfitting Ltd., free and clear of any encumbrances.
6. Presentment of a certified copy of this Order together with the Receiver's Certificate shall be the Registrar's sole and sufficient authority to cancel the existing titles and registrations of Encumbrances thereon and to issue new titles and register transfers of interests in land to and in the name of Stevens Bucks and Bears Outfitting Ltd. in accordance with paragraph 4 hereof.

7. The Receiver shall upon closing of the sale of the Purchased Assets:
- a) Pay out of the sale proceeds the sum due to the Synergy Credit Union Ltd. to obtain a discharge its Mortgage, Interest Register No. 109043456, as well as any other sums necessary to satisfy the Receiver's obligations to make adjustments to the purchase price as provided in paragraph 2.7 of the Asset Purchase Agreement.
 - b) Be entitled to hold the further sum of \$100,000.00 out of the sale proceeds and prior to passing of its accounts the Receiver shall be at liberty to apply reasonable amounts out of such monies against its reasonable fees and disbursements and those of its counsel at the normal rates and charges of the Receiver and its counsel, and such amounts shall constitute advances against the remuneration of the Receiver and its counsel as and when approved by this court; and
 - c) Hold the balance of the sale proceeds and for the purpose of determining the nature and priority of any claims to the sale proceeds, the proceeds from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, and that from and after delivery of the Receiver's Certificate to the Purchasers, all claims and encumbrances, except the permitted encumbrances as set out in the paragraph 4 hereof, 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.
8. The Receiver is hereby authorized and directed to take all steps necessary to complete the sale of the Purchased Assets pursuant to the Asset Purchase Agreement and the Terms and Conditions of Sale as found at Appendix I – Subappendix 4 to the First Report of the Receiver, as may be applicable, subject to such amendments, deletions, alterations and additions, as may be approved by

the parties thereto, but do not materially and adversely alter the purchase price payable or the obligations of the Receiver under the Asset Purchase Agreement.

- 9. The Receiver is authorized to execute such documents and perform such acts as may reasonably be required to close the sale of the Purchased Assets as provided for in this Order.
- 10. The Receiver shall file with this Honourable Court a copy of any and all Receiver Certificates, forthwith after delivery thereof to the Purchaser.
- 11. Leave is granted to the Receiver, or any party affected by this Order, to apply to this Honourable Court for such further and other advice and direction as may reasonably be required regarding the sale of the assets and the enforcement or carrying out of this Order.

ISSUED at the ^{TOWN BATTLEFORD} ~~City of Saskatoon~~, in the Province of Saskatchewan, this 16th day of July,

2012.

DUPLICATE (seal)
ORIGINAL

[Signature]
By Local Registrar

This document was delivered by: Wallace Meschishnick Clarkson Zawada, 901 - 119 4th Ave S, Saskatoon, SK S7K 5X2.
306-659-1226 telephone; 306-933-2006 facsimile; Lawyer in charge of file: Gary Meschishnick File No. 51-16904