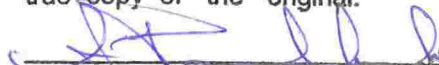


I hereby certify this to be a true copy of the original.

  
for Clerk of the Court

COURT FILE NUMBER 1403 18264  
COURT COURT OF QUEEN'S BENCH OF ALBERTA  
JUDICIAL CENTRE EDMONTON  
PLAINTIFF HSBC BANK CANADA  
DEFENDANTS VISIONARY MOTORSPORTS LTD., 1211311 ALBERTA LTD., JASON DE CHAMPLAIN, NEIL VANDERKOOI and WAYNE ROBERTSON  
DOCUMENT ORDER



ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

OGILVIE LLP  
1400, 10303 Jasper Avenue  
Edmonton AB T5J 3N6  
Attention: Kentigern A. Rowan, Q.C.  
Phone: 780.429.6298  
Fax: 780.429.4453  
File No.: 3089.56

**Service will be accepted by delivery or fax. No other form of service will be accepted.**

DATE ON WHICH ORDER WAS PRONOUNCED: April 11, 2017

LOCATION WHERE ORDER WAS PRONOUNCED: Edmonton, Alberta

NAME OF JUSTICE WHO MADE THIS ORDER: Justice J. J. Gill

**ORDER**

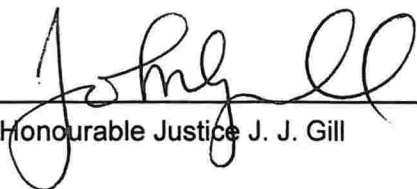
UPON THE APPLICATION of Deloitte Restructuring Inc. in their capacity as Court-Appointed Receiver (the "Receiver") of Visionary Motorsports Ltd. ("Visionary"); AND UPON reading the Second and Final Report of the Receiver to this Honourable Court (the "Second Report"); AND UPON noting the final statement of receipts and disbursements attached as Appendix "A" to the Receiver's Second Report; AND UPON being informed that upon being appointed Receiver of Visionary and taking possession of Visionary's business premises, there was located thereon records relating to Visionary and its business (the "Visionary Records") and records related to other entities (the "Non-Visionary Records"); AND UPON being informed that it has not been determined whether the Non-Visionary Records are relevant to Visionary and its business and the claims by creditors against Visionary; AND UPON being informed that since

the Non-Visionary Records were at the Visionary premises at the time of the appointment of the Receiver, the Receiver has maintained possession of those records since their appointment; AND UPON having read the Affidavit of Jeff Keeble, sworn February 28, 2017 (the "Affidavit") and the schedules summarizing the fees and disbursements of the Receiver attached thereto; AND UPON noting that there are no funds available for distribution to the secured and unsecured creditors of Visionary through the receivership; AND UPON being advised that HSBC Bank Canada ("HSBC") agreed to fund the Receiver's fees and costs; AND UPON being further advised that after the distributions proposed in the Second Report the Receiver anticipates having approximately \$5,922.00 remaining (the "Remaining Funds"); AND UPON noting that HSBC has paid the costs of this Receivership in an amount greater than \$5,922.00; AND UPON noting that the Receiver proposes to retain the Remaining Funds in order to pay its costs and expenses of dealing with the Visionary Records and the Non-Visionary Records as contemplated in this Order; AND UPON reviewing the Affidavit of Service of notice of this Application; AND UPON hearing counsel for the Receiver; IT IS HEREBY ORDERED AND ADJUDGED THAT:

1. Service of notice of this Application and supporting materials upon the parties identified in the Affidavit of Service filed in these proceedings and by the method as described therein be and is hereby deemed good and sufficient and time for service is abridged as required.
2. The activities of the Receiver as described in the Receiver's Reports filed with this Honourable Court including, but not limited to, the Second Report, be and are hereby approved.
3. The Receiver's Final Statement of Receipts and Disbursements attached as Appendix "A" to the Second Report are hereby approved.
4. The Receiver's statement of fees and disbursements as attached as Schedule "1" to the Affidavit be and are hereby taxed and approved in the amounts stated.
5. The fees and disbursements of the Receiver's legal counsel as summarized in the Second Report be and are hereby taxed and approved in the amounts stated.
6. The Receiver and the Receiver's counsel are hereby authorized to issue and pay from funds held by the Receiver on account of this Estate their final accounts for the completion of all tasks to complete the administration of this Estate (the "Final Accounts"), including this Application, in an amount not to exceed \$7,750.00 plus GST in the aggregate (the "Holdback") and such accounts do not require further taxation and approval by this Honourable Court.
7. Subject to the maintenance of the Visionary Records and the Non-Visionary Records as directed pursuant to paragraph 10 of this Order, the Receiver is authorized to complete any

further and other tasks as the Receiver may identify and as are required to complete the administration of the Estate.

8. Upon completion of all tasks set forth in the Second Report, and such other tasks as the Receiver may identify, the Receiver is at liberty to complete and file with this Honourable Court a Completion Certificate substantially in the form attached hereto as Schedule "A" (the "Completion Certificate") and shall file its Final Report with the Office of the Superintendent in Bankruptcy and this Honourable Court.
9. Upon the filing of the Completion Certificate, the Receiver be and is hereby discharged as Receiver of Visionary for all purposes except for the maintenance of the Visionary Records and Non-Visionary Records as directed in this Order and for claims by the Receiver for costs for maintenance of the Visionary Records and the Non-Visionary Records and payment thereof from the Remaining Funds and disbursement of the Remaining Funds thereafter.
10. The Receiver shall maintain possession of the Visionary Records and the Non-Visionary Records until further Order of this Court on application by the Receiver or any other interested party.
11. 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 the Receiver 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 allowed with leave of the Court as referred to in Paragraph 16 of the Order of December 19, 2014, appointing the Receiver. Subject to the foregoing, any claims against the Receiver in connection with the performance of the duties of the Receiver are hereby stayed, extinguished and forever barred.
12. No action or other proceeding shall be commenced against the Receiver in any way arising from or related to its capacity or conduct as Receiver except with the prior leave of this Court on notice to the Receiver and upon such terms as the Court may direct.

  
The Honourable Justice J. J. Gill