

COURT FILE NO. 1701-01142
COURT COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE CALGARY

PLAINTIFFS CHINA MINSHENG BANKING CORP., LTD., HONG KONG BRANCH AND CHINA MINSHENG BANKING CORP., LTD., SHANGHAI BRANCH, AND SONICFIELD GLOBAL LIMITED, AS SECURED LENDERS, AND COMPUTERSHARE TRUST COMPANY OF CANADA, IN ITS CAPACITY AS COLLATERAL AGENT FOR AND ON BEHALF OF THE SECURED LENDERS

DEFENDANTS GRANDE CACHE COAL LP, GRANDE CACHE COAL CORPORATION, UP ENERGY (CANADA) LIMITED AND 0925165 B.C. LTD.

DOCUMENT APPLICATION

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT
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NOTICE TO RESPONDENT(S)

This application is made against you. You are a respondent.

You have the right to state your side of this matter before the judge.

To do so, you must be in Court when the application is heard as shown below:

Date: November 28, 2018
Time: 3:30 p.m.
Where: Calgary Courts Centre
Before Whom: Justice B.E.C. Romaine

Go to the end of this document to see what else you can do and when you must do it.

Remedy Claimed or Sought: Deloitte Restructuring Inc. (the “**Receiver**”), in its capacity as the court-appointed receiver and manager of the current and future assets, properties, and undertaking of Grande Cache Coal LP, Grande Cache Coal Corporation, Up Energy (Canada) Limited and 0925165 BC Ltd. (the “**Debtors**”), pursuant to a consent receivership order issued under the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 (the “**BIA**”) by the Honourable Justice K.M. Horner on February 3, 2017 (the “**Receivership Order**”); applies for an order, substantially in the form attached as Schedule “**A**” hereto:

1. Declaring that this Application (the “**Application**”) is properly returnable on November 28, 2018, service of this Application and the Third Report of the Receiver, dated November 19, 2018 (the “**Third Receiver’s Report**”), is validated and declared to be good and sufficient, that service of the Application and Third Receiver’s Report on the persons listed on the service list is validated, good, and sufficient, and that no persons, other than those listed on the service list, are entitled to service of the Application or the Third Receiver’s Report.
2. Approving the Third Receiver’s Report together with the Receiver’s First and Second Reports and the activities of the Receiver described therein including without limitation, the disclaimer by the Receiver of the right, title and interest of the Debtors in and to the Main Street Lofts (as defined in the Third Receiver’s Report).
3. Approving the Receiver’s Final Statement of Receipts and Disbursements, attached as Appendix “A” to the Third Receiver’s Report.
4. Approving the interim and final accounts of the Receiver and its legal counsel, as summarized in Appendices “C” and “D” to the Third Receiver’s Report.
5. Declaring that, as of the date of the Third Receiver’s Report and based on the evidence that is currently before the Court:
 - (a) the Receiver has acted honestly and in good faith, and has dealt with the Property (as that term is defined in the Receivership Order) in a commercially reasonable manner;
 - (b) the actions and conduct of the Receiver are approved and the Receiver has satisfied all of its duties and obligations as receiver and manager of the Property;

- (c) the Receiver shall not be liable for any act or omission including, without limitation, any act or omission pertaining to the discharge of the Receiver's duties as receiver and manager of the Property, save and except for any liability arising out of fraud, gross negligence or wilful misconduct on the part of the Receiver; and
- (d) any and all claims against the Receiver arising from, relating to or in connection with the performance of the Receiver's duties and obligations as receiver and manager of the Property, save and except for claims based on fraud, gross negligence or wilful misconduct on the part of the Receiver, shall be forever barred and extinguished.

6. Ordering that, upon the filing with this Honourable Court of any order made in connection with this Application discharging the Receiver, the Receiver shall be discharged as receiver and manager of the Debtors and the Property and relieved of all further duties and obligations in respect of the Debtors and the Property.

7. Declaring that, notwithstanding the discharge of the Receiver, the Receiver remains empowered with residual jurisdiction to perform any act necessary or incidental to the conclusion of the receivership of the Debtors.

8. Declaring that no action or proceeding arising from, relating to or in connection with the performance of the Receiver's duties and obligations as receiver and manager of the Property may be commenced or continued without the prior leave of this Honourable Court, on notice to the Receiver and on such terms as this Honourable Court may direct.

9. Ordering and declaring that service of any order arising from this Application by email, facsimile, registered mail, courier, regular mail, or personal delivery to the persons listed on the service list shall constitute good and sufficient service of such order, and that no persons other than those on the service list are entitled to be served with a copy of such order.

10. Such further and other relief as counsel may advise and as this Honourable Court may permit.

Grounds for Making this Application: The grounds for the Application are as follows:

11. The Receiver was appointed as receiver and manager of the Property pursuant to the Receivership Order.
12. In accordance with the Receivership Order, the Receiver conducted a sales and marketing process of the Property (the "**Realization Process**").
13. Pursuant to the Realization Process and the Receivership Order, the Receiver sold the Property of the Debtors (the "**Transaction**") to Sonicfield Global Limited (the "**Purchaser**").
14. The administration of the estate of the Debtors is complete and it is appropriate for the distribution to creditors to be made and the Receiver to be discharged on the terms set forth herein.
15. Such further and other grounds as counsel for the Receiver may advise.

Material or Evidence to be Relied On: The Receiver will rely on the following:

16. The Third Receiver's Report.
17. Such further and other material and evidence as counsel for the Receiver may advise.

Applicable Rules:

18. Rule 6.3 and 6.9 of the *Alberta Rules Of Court*, Alta. Reg. 124/2010.
19. Such further and other rules as counsel for the Receiver may advise.

Applicable Acts and Regulations:

20. The *Bankruptcy and Insolvency Act* (Canada).
21. Such further and other acts and regulations as the Receiver may advise.

Any Irregularity Complained of or Objection Relied On:

22. There are no irregularities complained of or objections relied on.

How the Application is Proposed to be Heard or Considered:

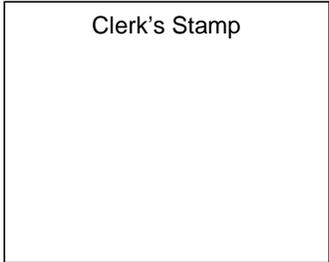
23. The Receiver proposes that the Application be heard in person with one, some or all of the parties present.

AFFIDAVIT EVIDENCE IS REQUIRED IF YOU WISH TO OBJECT.

WARNING

If you do not come to Court either in person or by your lawyer, the Court may give the applicant(s) what they want in your absence. You will be bound by any order that the Court makes. If you want to take part in this application, you or your lawyer must attend in Court on the date and at the time shown at the beginning of the form. If you intend to rely on an affidavit or other evidence when the application is heard or considered, you must reply by giving reasonable notice of the material to the applicant.

SCHEDULE "A"



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JUDICIAL CENTRE CALGARY
PLAINTIFFS CHINA MINSHENG BANKING CORP., LTD., HONG KONG BRANCH AND CHINA MINSHENG BANKING CORP., LTD., SHANGHAI BRANCH, AND SONICFIELD GLOBAL LIMITED, AS SECURED LENDERS, AND COMPUTERSHARE TRUST COMPANY OF CANADA, IN ITS CAPACITY AS COLLATERAL AGENT FOR AND ON BEHALF OF THE SECURED LENDERS
DEFENDANTS GRANDE CACHE COAL LP, GRANDE CACHE COAL CORPORATION, UP ENERGY (CANADA) LIMITED AND 0925165 B.C. LTD.

DOCUMENT ORDER (Discharge of Receiver)

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT MCCARTHY TÉTRAULT LLP
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DATE ON WHICH ORDER WAS PRONOUNCED: November 28, 2018
LOCATION OF HEARING OR TRIAL: Calgary, Alberta
NAME OF MASTER/JUDGE WHO MADE THIS ORDER: Justice B.E.C. Romaine

UPON the Application of Deloitte Restructuring Inc. (the "**Receiver**"), in its capacity as the court-appointed receiver and manager of the current and future assets, properties, and undertaking of Grande Cache Coal LP, Grande Cache Coal Corporation, Up Energy (Canada) Limited and 0925165 BC Ltd. (the "**Debtors**") pursuant to a consent receivership order issued under the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 (the "**BIA**") by the Honourable Justice K.M. Horner on February 3, 2017 (the "**Receivership Order**"); **AND UPON** reading the Third Receiver's Report, dated November 19, 2018; **AND UPON** reading the Affidavit of Service of Katie Doran, sworn November 1, 2018 (the "**Service Affidavit**"); **AND UPON** hearing from counsel for the Receiver and counsel for any other persons present;

IT IS HEREBY ORDERED AND DECLARED THAT:

1. All capitalized terms used in this Order and not otherwise defined shall have the meaning ascribed to them in the Application filed in the within proceedings on November 19, 2018 (the "**Application**").
2. Service of the Application and the Third Receiver's Report in the manner described in the Service Affidavit is good and sufficient and no persons other than those listed on the service list (the "**Service List**") attached as an exhibit to the Service Affidavit are entitled to receive notice of the Application or service of the Third Receiver's Report.
3. The activities of the Receiver described in the Receiver's First, Second and Third Reports (the "**Reports**") including, without limitation, the disclaimer by the Receiver of the Main Street Lofts, all filed in action 1701-0112 be and the same, together with the Reports, are hereby approved.
4. The Receiver's Final Statement of Receipts and Disbursements, attached as Appendix "A" to the Third Receiver's Report, be and is hereby approved.
5. The interim and final accounts of the Receiver and its legal counsel, as summarized in Appendices "C" and "D" to the Third Receiver's Report, be and are hereby approved.
6. As of the date of the Third Receiver's Report and based on the evidence that is currently before this Honourable Court:
 - (a) the Receiver has acted honestly and in good faith, and has dealt with the Property in a commercially reasonable manner;
 - (b) the actions and conduct of the Receiver are approved and the Receiver has satisfied all of its duties and obligations as receiver and manager of the Property;
 - (c) 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 in fraud, gross negligence or willful misconduct on

the part of the Receiver. Subject to the foregoing any claims against the Receiver in connection with the performance of its duties are hereby stayed, extinguished and forever barred.

7. Notwithstanding the discharge of the Receiver in accordance with this Order, the Receiver remains empowered to perform any act necessary or incidental to the conclusion of the receivership of the Debtors or the Property. The Receiver shall pay the reasonable fees and disbursements of the Receiver and its counsel from monies on hand up to the amounts detailed in the Third Report. Following the Receiver performing any such incidental acts, the Receiver be and is hereby authorized to remit to Sonicfield Global Limited the balance of funds held by the Receiver.

8. No action or proceeding arising from, relating to or in connection with the performance of the Receiver's duties and obligations as receiver and manager of the Property may be commenced or continued without the prior leave of this Honourable Court, on notice to the Receiver and on such terms as this Honourable Court may direct.

9. Service of this Order on the persons listed on the Service List shall be by any of email, facsimile, courier, registered mail, regular mail or personal delivery.

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