



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
McCARTHY TÉTRAULT LLP
Suite 4000, 421 - 7 Avenue S.W.
Calgary, AB T2P 4K9
Attention : Sean Collins
Phone: 403-260-3531
Fax: 403-260-3501
Email: scollins@mccarthy.ca

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: August 1, 2019
Time: 10:00 a.m.
Where: Calgary Courts Centre
Before Whom: Justice K.M. Horner

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 certain condominium units (the “**Property**”) owned by Grande Cache Coal LP and Grande Cache Coal Corporation (the “**Debtors**”), pursuant to a receivership order issued under the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 (the “**BIA**”) by the Honourable Justice B.E.C. Romaine on November 28, 2018 (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 August 1, 2019, service of this Application and the First Report of the Receiver, dated July 22, 2019 (the “**First Receiver’s Report**”), is validated and declared to be good and sufficient, that service of the Application and First 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 First Receiver’s Report.
2. Approving the First Receiver’s Report 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 First Receiver’s Report).
3. Increasing the quantum of the Receiver’s Charge from \$45,000 to \$94,000 with the same priority to apply to the increased Receiver’s Charge as presently exists.
4. Authorizing the Receiver to register the Receiver’s Charge against title to the Property.
5. Approving the Receiver’s Final Statement of Receipts and Disbursements, attached as Appendix “F” to the First Receiver’s Report.
6. Approving final accounts of the Receiver and its legal counsel, as summarized in paragraphs 37 to 39 of the First Receiver’s Report.
7. Declaring that, as of the date of the First 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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:

13. The Receiver was appointed as receiver and manager of the Property pursuant to the Receivership Order.
14. In accordance with the Receivership Order, the Receiver attempted to sell, convey, transfer, or assign the Property to the Municipal District of Greenview No. 16 (the "**Sales Process**").
15. Pursuant to the Sales Process and the Receivership Order, the Receiver and the Municipal District of Greenview No. 16 were unable to agree on an asset purchase agreement.
16. The administration of the estate of the Debtors is complete and it is appropriate for the Receiver to be discharged on the terms set forth herein.
17. 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:

18. The First Receiver's Report.
19. Such further and other material and evidence as counsel for the Receiver may advise.

Applicable Rules:

20. Rule 6.3 and 6.9 of the *Alberta Rules Of Court*, Alta. Reg. 124/2010.
21. Section 13(2) of the *Judicature Act* (Alberta).
22. Such further and other rules as counsel for the Receiver may advise.

Applicable Acts and Regulations:

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

Any Irregularity Complained of or Objection Relied On:

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

How the Application is Proposed to be Heard or Considered:

26. 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"

Clerk's Stamp

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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 ORDER (Discharge of Receiver)

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT MCCARTHY TÉTRAULT LLP
Suite 4000, 421 - 7 Avenue S.W.
Calgary, AB T2P 4K9
Attention: Sean Collins
Phone: 403-260-3531
Fax: 403-260-3501
Email: scollins@mccarthy.ca

DATE ON WHICH ORDER WAS PRONOUNCED: August 1, 2019

LOCATION OF HEARING OR TRIAL: Calgary, Alberta

NAME OF MASTER/JUDGE WHO MADE THIS ORDER: Justice K.M. Horner

UPON the Application of Deloitte Restructuring Inc. (the "**Receiver**"), in its capacity as the court-appointed receiver and manager of certain condominium units owned by Grande Cache Coal LP and Grande Cache Coal Corporation (the "**Debtors**") pursuant to a receivership order issued under the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 (the "**BIA**") by the Honourable Justice B.E.C. Romaine on November 28, 2018 (the "**Receivership Order**"); **AND UPON** reading the First Receiver's Report, dated July 22, 2019 (the "**First Receiver's Report**"); **AND UPON** reading the Affidavit of Service of Katie Doran, sworn July 1, 2019 (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 July ●, 2019 (the “**Application**”).
2. Service of the Application and the First 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 First Receiver’s Report.
3. The activities of the Receiver described in the First Receiver’s Report, including, without limitation, the disclaimer by the Receiver of the Main Street Lofts, be and the same are hereby approved.
4. The Receiver’s Charge granted in the Receivership Order be and is hereby increased from \$45,000 to \$94,000 with such increased charge to have the same priority as contained in the Receivership Order. The Receiver be and is hereby authorized to register the Receiver’s Charge against title to the Main Street Lofts which are legally described as:

CONDOMINIUM PLAN 0925042
UNITS 11-19 and 21-44

Together with the Debtor’s fractional share of the common property of
Condominium Corporation 0925042.

with such charge to have the same priority as the Receiver’s Charge. The Registrar of Land Titles shall accept such registration immediately, notwithstanding section 191(1) of the *Land Titles Act*, RSA 2000, c L-4.

5. The Receiver’s Final Statement of Receipts and Disbursements, attached as Appendix “F” to the First Receiver’s Report, be and is hereby approved.
6. The final accounts of the Receiver and its legal counsel, as summarized in paragraphs 37 to 39 of the First Receiver’s Report, be and are hereby approved.

7. As of the date of the First 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.

8. 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 First Receiver's Report.

9. 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.

10. 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.