

COURT FILE NUMBER 2101 14158
COURT COURT OF QUEEN'S BENCH OF ALBERTA \$50.00
JUDICIAL CENTRE CALGARY COM
April 29 2022

APPLICANT PRICEWATERHOUSECOOPERS INC., IN ITS
CAPACITY AS COURT-APPOINTED
RECEIVER AND MANAGER OF BRIDGING
FINANCE INC., BRIDGING INCOME FUND LP
AND CERTAIN RELATED ENTITIES AND
INVESTMENT FUNDS

RESPONDENTS CUDA ENERGY INC., CUDA OIL AND GAS
INC., CUDA ENERGY LLC AND JUNEX INC.

DOCUMENT **APPLICATION (Sale Approval and Vesting,
Interim Distribution and Restricting Court
Access)**

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
PARTY FILING THIS
DOCUMENT **BENNETT JONES LLP**
Barristers and Solicitors
4500 Bankers Hall East
855 – 2nd Avenue S.W.
Calgary, AB T2P 4K7

Attention: Chris Simard / Katherine J. Fisher
Telephone No.: (403) 298-4485 / (780) 917-4268
Fax No.: (403) 265-7219 / (780) 421-7951
Email: simardc@bennettjones.com
fisherka@bennettjones.com

NOTICE TO THE RESPONDENTS:

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

The Applicant wishes to apply for, *inter alia*, an order restricting access to court records.

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

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

Date: Friday, April 29, 2022
Time: 2:00 p.m.
Where: Calgary, Alberta (via WebEx)
Before Whom: The Honourable Justice D.B. Nixon

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

Remedy claimed or sought:

1. The Applicant, FTI Consulting Canada Inc., as receiver and manager (the "**Receiver**") of the undertakings, property and assets of Cuda Energy Inc., Cuda Oil and Gas Inc., Cuda Energy LLC and Junex Inc. (collectively, the "**Cuda Group**"), seeks:
 - (a) an Order declaring service of this Application and all supporting materials to be good and sufficient, and abridging the time for service of the Application to the time actually given, if necessary;
 - (b) an Order, substantially in the form attached hereto as **Schedule "A"**:
 - (i) approving and authorizing the sale transaction (the "**Blue Sky Transaction**") contemplated by an agreement for purchase and sale dated April 19, 2022 (the "**Blue Sky Sale Agreement**") between the Receiver and Blue Sky Resources Ltd. ("**Blue Sky**") with respect to certain assets of Cuda Energy Inc. (the "**Canadian Assets**");
 - (ii) authorizing the Receiver to conclude the Blue Sky Transaction and to take all such steps and execute all documents as reasonably necessary to complete the Blue Sky Transaction; and
 - (iii) ordering that upon delivery of a closing certificate in respect of the Blue Sky Transaction by the Receiver, all of Cuda Energy Inc.'s right, title and interest in and to the Canadian Assets shall vest absolutely in Blue Sky (or its nominee), free and clear of all interest, liens, charges ad encumbrances, except as otherwise provided for in the Blue Sky Sale Agreement;
 - (c) an Order, substantially in the form attached hereto as **Schedule "B"**:
 - (i) approving and authorizing the sale transaction (the "**COPL Transaction**") contemplated by an agreement for purchase and sale dated April 11, 2022 (the "**COPL Sale Agreement**") between the Receiver and COPL America Inc. ("**COPL**") with respect to certain assets of Cuda Energy LLC (the "**US Assets**");

- (ii) authorizing the Receiver to conclude the COPL Transaction and to take all such steps and execute all documents as reasonably necessary to complete the COPL Transaction; and
 - (iii) ordering that that upon delivery of the closing certificate in respect of the COPL Transaction by the Receiver, all of Cuda Energy LLC's right, title and interest in and to the US Assets shall vest absolutely in COPL, free and clear of all interest, liens, charges ad encumbrances, except as otherwise provided for in the COPL Sale Agreement;
- (d) an Order, substantially in the form attached hereto as **Schedule "C"**:
- (i) approving the actions, conduct and activities of the Receiver as described in the First Report of the Receiver, dated December 22, 2021 (the "**First Report**") and in the Second Report; and
 - (ii) authorizing the Receiver to make interim distributions of estate proceeds to Tallinn Capital Energy Limited Partnership (by its General Partner Tallinn Capital Energy Corp.) ("**Tallinn**") and to Bridging Finance Inc. (by its Court-appointed Receiver and Manager PricewaterhouseCoopers Inc.) ("**Bridging**");
- (e) an Order, substantially in the form attached hereto as **Schedule "D"**, temporarily sealing the Confidential Supplement, as defined herein, notwithstanding Division 4 of Part 6 of the *Alberta Rules of Court*; and
- (f) such further and other relief as counsel may advise and this Honourable Court may permit.

Grounds for making this application:

2. The Receiver was appointed pursuant to an Order granted by the Honourable Justice K.M. Horner of the Court of Queen's Bench of Alberta (the "**Court**") on November 18, 2021.

Approval of the Blue Sky Sale Agreement

3. On December 2, 2021, the Receiver engaged ARCO Capital Partners Inc. ("**ARCO**") to conduct a sales process concerning the Canadian Assets on behalf of the Receiver (the "**Canadian SISP**").
4. The Receiver, with the assistance of ARCO in the Canadian SISP, has conducted a thorough and comprehensive canvassing of the market, and all alternatives and expressions of interest for the Canadian Assets were properly and thoroughly pursued.

5. Blue Sky made a formal bid in the Canadian SISP for the Canadian Assets (the "**Blue Sky Asset Bid**"). The Blue Sky Asset Bid:
 - (a) offers fair and reasonable consideration for the Canadian Assets; and
 - (b) is the highest and best overall bid received in the Canadian SISP for the Canadian Assets, in terms of purchase price, certainty of Blue Sky's ability to close, and other material terms of the Blue Sky Transaction.
6. With respect to the Canadian SISP:
 - (a) the Canadian SISP was fair and reasonable in the circumstances;
 - (b) the Receiver, with the assistance of ARCO, made sufficient efforts to obtain the best possible offer for the Canadian Assets in the Canadian SISP;
 - (c) the Canadian SISP considered the interests of all parties;
 - (d) the Canadian SISP was conducted with integrity; and
 - (e) there has been no unfairness in the working out of the Canadian SISP.
7. The primary secured creditors of the Cuda Group, Tallinn Capital Energy Limited Partnership, by its general partner, Tallinn Capital Energy Corp., and Bridging Finance Inc., by its receiver and manager, PricewaterhouseCoopers Inc. (collectively, the "**Secured Creditors**"), support the Receiver's acceptance of the Blue Sky Sale Agreement.

Approval of the COPL Sale Agreement

8. On December 9, 2021, the Receiver engaged Detring Energy Advisors ("**Detring**") to conduct a sales process concerning the US Assets on behalf of the Receiver (the "**US SISP**").
9. The Receiver, with the assistance of Detring in the US SISP, has conducted a thorough and comprehensive canvassing of the market, and all alternatives and expressions of interest for the US Assets were properly and thoroughly pursued.
10. COPL made a formal bid in the US SISP for the US Assets (the "**COPL Asset Bid**"). The COPL Asset Bid:
 - (a) offers fair and reasonable consideration for the US Assets; and

- (b) is the highest and best overall bid received in the US SISP for the US Assets, in terms of purchase price, certainty of COPL's ability to close, and other material terms of the COPL Transaction.
11. With respect to the US SISP:
- (a) the US SISP was fair and reasonable in the circumstances;
 - (b) the Receiver, with the assistance of Detring, made sufficient efforts to obtain the best possible offer for the US Assets in the US SISP;
 - (c) the US SISP considered the interests of all parties;
 - (d) the US SISP was conducted with integrity; and
 - (e) there has been no unfairness in the working out of the US SISP.
12. The Secured Creditors support the Receiver's acceptance of the COPL Sale Agreement.

Activities of the Receiver

13. The First Report and the Second Report describe the activities that have been undertaken by the Receiver since the granting of the Receivership Order. All actions and activities of the Receiver have been undertaken in accordance with the Receivership Order and in the best interest of the the Cuda Group's estates.
14. It is just, convenient and appropriate that the Court approve the activities of the Receiver as described in the First Report and the Second Report.

Interim Distributions

15. The Receiver's legal counsel have completed reviews of the loan and security documentation entered into between the Cuda Group and respectively, Tallinn and Bridging, and have opined that, subject to customary qualifications and assumptions, the security held by Tallinn and Bridging is valid and enforceable.
16. Once the Transactions close, including the consummation of the Settlement Agreement (as defined in the Second Report), there will be no other secured creditors with secured claims against the Cuda Group that rank ahead of, or potentially rank ahead of, the secured claims of Tallinn and Bridging.
17. It is just and convenient that the Receiver be authorized to make the requested interim distributions to Tallinn and Bridging.

Sealing of the Confidential Supplement

18. The Confidential Supplement to the Second Report of the Receiver dated April 20, 2022 (the "**Second Report**") contains un-redacted copies of the Blue Sky Sale Agreement and the COPL Sale Agreement (collectively, the "**Confidential Supplement**"). The Confidential Supplement contains confidential information concerning the purchase prices for the Canadian Assets and the US Assets. The publication or dissemination of such confidential information, before the closing of the Blue Sky Transaction and the COPL Transaction, respectively, could negatively affect these receivership proceedings. In particular, should the Court not approve the Blue Sky Transaction and/or the COPL Transaction, or the Transactions do not close, the Receiver will need to solicit further offers of purchase for the Canadian Assets and/or the US Assets. As such, the Receiver is of the reasonable opinion that the Confidential Supplement should be temporarily sealed in order to preserve any further sales activity for the Canadian Assets and/or the US Assets in the event that either or both of the Blue Sky Transaction or the COPL Transaction are not concluded.
19. The order restricting court access sought by the Receiver is the least restrictive and least prejudicial alternative to prevent dissemination of commercially sensitive information.
20. It is just and appropriate in the circumstances to seal the Confidential Supplement temporarily.
21. The Receiver is not aware of any party that will be prejudiced if the information contained in the Confidential Supplement is sealed.
22. The equitable jurisdiction of this Honourable Court are application to and provide the basis for the relief sought by the Receiver.
23. Such further and other grounds as counsel may advise and this Honourable Court may permit.

Material or evidence to be relied on:

24. The pleadings and proceedings in this action;
25. The First Report and the Second Report, filed;
26. The Confidential Supplement; and
27. Such further and other materials or evidence as counsel may advise and this Honourable Court may permit.

Applicable rules:

28. Part 6, Division 4 of the *Alberta Rules of Court*; and
29. Such further and other rules as counsel may advise and this Honourable Court may permit.

Applicable Acts and regulations:

30. The *Bankruptcy and Insolvency Act*, RSC 1985, c B-3;
31. The *Judicature Act*, RSA 2000, c J-2; and
32. Such further another Acts and regulations as counsel may advise and this Honourable Court may permit.

Any irregularity complained of or objection relied on:

33. None.

How the application is proposed to be heard or considered:

34. Via WebEx before the Honourable Justice D.B Nixon on the Commercial List.

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 give evidence in response to the application, you must reply by filing an affidavit or other evidence with the Court and serving a copy of that affidavit or other evidence on the applicant(s) a reasonable time before the application is to be heard or considered.

SCHEDULE "A"

Blue Sky Sale Approval and Vesting Order

COURT FILE NUMBER 2101 14158

COURT COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY

APPLICANT PRICEWATERHOUSECOOPERS INC., IN ITS CAPACITY AS COURT-APPOINTED RECEIVER AND MANAGER OF BRIDGING FINANCE INC., BRIDGING INCOME FUND LP AND CERTAIN RELATED ENTITIES AND INVESTMENT FUNDS

RESPONDENTS CUDA ENERGY INC., CUDA OIL AND GAS INC., CUDA ENERGY LLC AND JUNEX INC.

DOCUMENT **APPROVAL AND VESTING ORDER**
(Sale by Receiver to Blue Sky Resources Ltd.)

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

BENNETT JONES LLP
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fisherka@bennettjones.com

DATE ON WHICH ORDER WAS PRONOUNCED: April 29, 2022

LOCATION OF HEARING: Calgary, Alberta

NAME OF JUDGE WHO MADE THIS ORDER: The Honourable Justice D.B Nixon

UPON THE APPLICATION of FTI Consulting Canada Inc. in its capacity as the Court-appointed receiver and manager (the "**Receiver**") the undertakings, property and assets of Cuda Energy Inc. (the "**Debtor**") for an order approving the sale transaction (the "**Transaction**") contemplated by an agreement of purchase and sale (the "**Sale Agreement**") between the Receiver and Blue Sky Resources Ltd. (the "**Purchaser**") dated April 19, 2022, a redacted copy of which is

attached to the Second Report of the Receiver dated April 20, 2022 (the "**Second Report**") as Schedule "B", and an unredacted copy of which is attached to the Confidential Supplement to the Second Report (the "**Confidential Supplement**") as Schedule "B", and vesting in the Purchaser (or its nominee) the Debtor's right, title and interest in and to the assets described in the Sale Agreement (the "**Purchased Assets**");

AND UPON HAVING READ the Receivership Order dated November 18, 2021 (the "**Receivership Order**"), the Second Report, the Confidential Supplement and the Affidavit of Service; **AND UPON HEARING** the submissions of counsel for the Receiver, the Purchaser and any other interested parties that may be present, and no one appearing for any other person on the service list, although properly served as appears from the Affidavit of Service, filed;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

1. Service of notice of this application and supporting materials is hereby declared to be good and sufficient, no other person is required to have been served with notice of this application and time for service of this application is abridged to that actually given.

DEFINED TERMS

2. All capitalized terms used in this Order but not defined herein shall bear their meaning as defined in the Sale Agreement.

APPROVAL OF TRANSACTION

3. The Transaction is hereby approved and is commercially reasonable, and execution of the Sale Agreement by the Receiver is hereby authorized and approved, with such minor amendments as the Receiver may deem necessary. The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for completion of the Transaction and conveyance of the Purchased Assets to the Purchaser (or its nominee).

VESTING OF PROPERTY

4. Subject only to approval by the Alberta Energy Regulator (the "**AER**") of the transfers of any applicable licenses, permits and approvals pursuant to section 24 of the *Oil and Gas Conservation Act* (Alberta) and section 18 of the *Pipeline Act* (Alberta), upon delivery of a Receiver's certificate to the Purchaser (or its nominee) substantially in the form set out in **Schedule "A"** hereto (the "**Receiver's Closing Certificate**"), all of the Debtor's right, title and interest in and to the Purchased Assets, listed in **Schedule "B"** hereto, shall vest

absolutely in the name of the Purchaser (or its nominee), free and clear of and from any and all caveats, security interests, hypothecs, pledges, mortgages, liens, trusts or deemed trusts, reservations of ownership, royalties, options, rights of pre-emption, privileges, interests, assignments, actions, judgements, executions, levies, taxes, writs of enforcement, charges, or other claims, whether contractual, statutory, financial, monetary or otherwise, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**") including, without limiting the generality of the foregoing:

- (a) any encumbrances or charges created by the Receivership Order;
- (b) any charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Alberta) or any other personal property registry system;
- (c) any liens or claims of lien under the *Builders' Lien Act* (Alberta);
- (d) any linear or non-linear municipal property tax claims under the *Municipal Government Act* (Alberta), or otherwise;
- (e) any outstanding amounts owing in respect of the AER Orphan Fund Levy and Administration Fees; and
- (f) those Claims listed in **Schedule "C"** hereto (all of which are collectively referred to as the "**Encumbrances**", which term shall not include the permitted encumbrances, caveats, interests, easements, and restrictive covenants listed in **Schedule "D"** (collectively, the "**Permitted Encumbrances**")),

and for greater certainty, this Court orders that (i) the Environmental Liabilities and Abandonment and Reclamation Obligations, as defined respectively in the Sale Agreement, do not, for the purpose of this Order, constitute Claims; and (ii) all Claims including Encumbrances other than Permitted Encumbrances, affecting or relating to the Purchased Assets are hereby expunged, discharged and terminated as against the Purchased Assets.

5. Notwithstanding anything in paragraph 3, the Purchaser shall be responsible for the pro-rata portion of any municipal property taxes levied in the 2022 tax year in respect of the Purchased Assets for the period of 2022 after the Closing Date, excluding any interest and penalties on previous unpaid taxes and subject to any tax refunds for shallow gas producers provided by the Government of Alberta in 2022.

6. Upon delivery of the Receiver's Closing Certificate, and upon filing of a certified copy of this Order, together with any applicable registration fees, all governmental authorities including those referred to below in this paragraph (collectively, the "**Governmental Authorities**") are hereby authorized, requested and directed to accept delivery of such Receiver's Closing Certificate and certified copy of this Order as though they were originals and to register such transfers, interest authorizations, discharges and discharge statements of conveyance as may be required to convey to the Purchaser or its nominee clear title to the Purchased Assets subject only to Permitted Encumbrances. Without limiting the foregoing:
 - (b) Alberta Energy ("**Energy Ministry**") shall and is hereby authorized, requested and directed to forthwith:
 - (i) cancel and discharge those Claims including builders' liens, security notices, assignments under section 426 (formerly section 177) of the *Bank Act* (Canada) and other Encumbrances (but excluding Permitted Encumbrances) registered (whether before or after the date of this Order) against the estate or interest of the Debtor in and to any of the Purchased Assets located in the Province of Alberta; and
 - (ii) transfer all Crown leases conveyed under the Sale Agreement standing in the name of the Debtor, to the Purchaser (or its nominee) free and clear of all Claims including Encumbrances but excluding Permitted Encumbrances; and
 - (b) the Registrar of the Alberta Personal Property Registry (the "**PPR Registrar**") shall and is hereby directed to forthwith cancel and discharge any registrations at the Alberta Personal Property Registry (whether made before or after the date of this Order) claiming security interests (other than Permitted Encumbrances) in the estate or interest of the Debtor in any of the Purchased Assets which are of a kind prescribed by applicable regulations as serial-number goods.
7. In order to effect the transfers and discharges described above, this Court directs each of the Governmental Authorities to take such steps as are necessary to give effect to the terms of this Order and the Sale Agreement. Presentment of this Order and the Receiver's Closing Certificate shall be the sole and sufficient authority for the Governmental Authorities to make and register transfers of title or interest and cancel and discharge registrations against any of the Purchased Assets of any Claims including Encumbrances but excluding Permitted Encumbrances.

8. No authorization, approval or other action by and no notice to or filing with any governmental authority or regulatory body exercising jurisdiction over the Purchased Assets is required for the due execution, delivery and performance by the Receiver of the Sale Agreement, other than any required approval by the AER referenced in paragraph 4 above. .
9. Upon delivery of the Receiver's Closing Certificate together with a certified copy of this Order, this Order shall be immediately registered by the Land Titles Registrar, notwithstanding the requirements of section 191(1) of the *Land Titles Act*, RSA 2000, c.L-7 and notwithstanding that the appeal period in respect of this Order has not elapsed. The Land Titles Registrar is hereby directed to accept all Affidavits of Corporate Signing Authority submitted by the Receiver in its capacity as Receiver of the Debtor and not in its personal capacity.
10. For the purposes of determining the nature and priority of Claims, net proceeds from the sale of the Purchased Assets (to be held in an interest bearing trust account by the Receiver) shall stand in the place and stead of the Purchased Assets from and after delivery of the Receiver's Closing Certificate and all Claims including Encumbrances (but excluding Permitted Encumbrances) shall not attach to, encumber or otherwise form a charge, security interest, lien, or other Claim against the Purchased Assets and may be asserted against the net proceeds from 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. Unless otherwise ordered (whether before or after the date of this Order), the Receiver shall not make any distributions to creditors of net proceeds from sale of the Purchased Assets without further order of this Court, provided however the Receiver may apply any part of such net proceeds to repay any amounts the Receiver has borrowed for which it has issued a Receiver's Certificate pursuant to the Receivership Order or as against any Receiver's Charge outstanding pursuant to the Receivership Order.
11. Except as expressly provided for in the Sale Agreement or by section 5 of the Alberta *Employment Standards Code*, the Purchaser (or its nominee) shall not, by completion of the Transaction, have liability of any kind whatsoever in respect of any Claims against the Debtor.
12. Upon completion of the Transaction, the Debtor and all persons who claim by, through or under the Debtor in respect of the Purchased Assets, and all persons or entities having any Claims of any kind whatsoever in respect of the Purchased Assets, save and except for persons entitled to the benefit of the Permitted Encumbrances, shall stand absolutely and forever barred, estopped and foreclosed from and permanently enjoined from pursuing,

asserting or claiming any and all right, title, estate, interest, royalty, rental, equity of redemption or other Claim whatsoever in respect of or to the Purchased Assets, and to the extent that any such persons or entities remain in the possession or control of any of the Purchased Assets, or any artifacts, certificates, instruments or other indicia of title representing or evidencing any right, title, estate, or interest in and to the Purchased Assets, they shall forthwith deliver possession thereof to the Purchaser (or its nominee).

13. The Purchaser (or its nominee) shall be entitled to enter into and upon, hold and enjoy the Purchased Assets for its own use and benefit without any interference of or by the Debtor, or any person claiming by, through or against the Debtor.
14. Immediately upon closing of the Transaction, holders of Permitted Encumbrances shall have no claim whatsoever against the Receiver.
15. The Receiver is directed to file with the Court a copy of the Receiver's Closing Certificate forthwith after delivery thereof to the Purchaser (or its nominee).

MISCELLANEOUS MATTERS

16. Notwithstanding:
 - (a) the pendency of these proceedings and any declaration of insolvency made herein;
 - (b) the pendency of any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c.B-3, as amended (the "*BIA*"), in respect of the Debtor, and any bankruptcy order issued pursuant to any such applications;
 - (c) any assignment in bankruptcy made in respect of the Debtor; and
 - (d) the provisions of any federal or provincial statute:

the vesting of the Purchased Assets in the Purchaser (or its nominee) pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtor and shall not be void or voidable by creditors of the Debtor, nor shall it constitute nor be deemed to be a transfer at undervalue, settlement, fraudulent preference, assignment, fraudulent conveyance, or other reviewable transaction under the *BIA* or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

17. The Receiver, the Purchaser (or its nominee) and any other interested party, shall be at liberty to apply for further advice, assistance and direction as may be necessary in order to

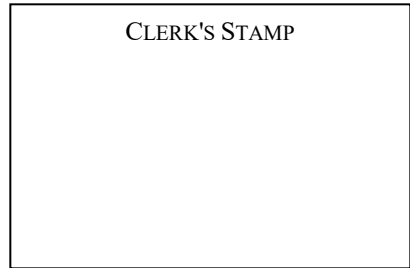
give full force and effect to the terms of this Order and to assist and aid the parties in closing the Transaction.

18. This Honourable Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in any of its provinces or territories or in any foreign jurisdiction, to act in aid of and to be complimentary to this Court in carrying out the terms of this Order, to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such order and to provide such assistance to the Receiver, as an officer of the Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.
19. Service of this Order shall be deemed good and sufficient by:
 - (a) serving the same on:
 - (i) the persons listed on the service list created in these proceedings;
 - (ii) any other person served with notice of the application for this Order;
 - (iii) any other parties attending or represented at the application for this Order;
 - (iv) the Purchaser or the Purchaser's solicitors; and
 - (b) posting a copy of this Order on the Receiver's website at: <http://cfcanada.fticonsulting.com/cuda>,and service on any other person is hereby dispensed with.
20. Service of this Order may be effected by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following transmission or delivery of this Order.

Justice of the Court of Queen's Bench of Alberta

SCHEDULE "A"

Form of Receiver's Certificate



COURT FILE NUMBER 2101 14158

COURT COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY

APPLICANT PRICEWATERHOUSECOOPERS INC., IN ITS CAPACITY AS COURT-APPOINTED RECEIVER AND MANAGER OF BRIDGING FINANCE INC., BRIDGING INCOME FUND LP AND CERTAIN RELATED ENTITIES AND INVESTMENT FUNDS

RESPONDENTS CUDA ENERGY INC., CUDA OIL AND GAS INC., CUDA ENERGY LLC AND JUNEX INC.

DOCUMENT

RECEIVER'S CERTIFICATE

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

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RECITALS

- A. Pursuant to an Order of the Honourable Justice K.M. Horner of the Court of Queen's Bench of Alberta, Judicial District of Calgary (the "**Court**") dated November 18, 2021, FTI Consulting Canada Inc. was appointed as the receiver and manager (the "**Receiver**") of the undertakings, property and assets of Cuda Energy Inc. (the "**Debtor**").

- B. Pursuant to an Order of the Court dated April 29, 2022, the Court approved the Purchase and Sale Agreement made as of April 19, 2022 (the "**Sale Agreement**") between the Receiver and Blue Sky Resources Ltd. (the "**Purchaser**") and provided for the vesting in the Purchaser of the Debtor's right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in sections 11.1, 11.2 and 11.3 of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.
- C. Unless otherwise indicated herein, capitalized terms have the meanings set out in the Sale Agreement.

THE RECEIVER CERTIFIES the following:

1. The Purchaser (or its nominee) has paid and the Receiver has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing as set out in sections 11.1, 11.2 and 11.3 of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser (or its nominee); and
3. The Transaction has been completed to the satisfaction of the Receiver.
4. This Certificate was delivered by the Receiver at _____ on _____, 2022.

FTI Consulting Canada Inc., in its capacity as Receiver of the undertakings, property and assets of Cuda Energy Inc., and not in its personal capacity.

Per: _____

Name:

Title:

SCHEDULE "B"

Purchased Assets

The Purchased Assets consist of the Assets (as defined in the Sale Agreement, and each subsequent capitalized term herein having the respective meaning as defined therein), including, without limitation, (i) the Petroleum and Natural Gas Rights; (ii) the Tangibles; and (iii) the Miscellaneous Interests described in the attachments to this Schedule "B".

SCHEDULE "C"

Claims

"Claim" means any right, claim, cause of action or complaint of any Person that may be asserted or made in whole or in part against any Vendor, any of their respective Affiliates and their respective Representatives, whether or not asserted or made, in connection with any indebtedness, liability or obligation of any kind whatsoever, and any interest accrued thereon or costs payable in respect thereof, including by reason of the commission of a tort (intentional or unintentional), by reason of any breach of contract or other agreement (oral or written), by reason of any breach of duty (including, without limitation, any legal, statutory, equitable or fiduciary duty) or by reason of any right of ownership of or title to property or assets or right to a trust or deemed trust (statutory, express, implied, resulting, constructive or otherwise), and whether or not any indebtedness, liability or obligation is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, present or future, known or unknown, by guarantee, surety or otherwise, and whether or not any right, claim, cause of action or complaint is executory or anticipatory in nature, where all capitalized terms herein shall bear the meanings given them in the Sale Agreement.

SCHEDULE "D"

Permitted Encumbrances

Permitted Encumbrances consist of the following (with capitalized terms having the definitions given to them in the Sale Agreement, unless otherwise defined in this Order):

- (i) all Encumbrances, including any overriding royalties, net profits interests and other burdens, which are provided for under the Title Documents;
- (ii) the terms and conditions of the Assumed Contracts and the Title Documents, including ROFRs, the requirement to pay any rentals or royalties to the grantor thereof to maintain the Title Documents in good standing and any royalty or other burden reserved to the grantor thereof or any gross royalty trusts applicable to the grantor's interest in any of the Title Documents;
- (iii) the right reserved to or vested in any grantor, Governmental Authority or other public authority by the terms of any Title Document or by Applicable Laws to terminate any Title Document;
- (iv) easements, rights of way, servitudes or other similar rights in land, including rights of way and servitudes for highways, railways, sewers, drains, gas and oil pipelines, gas and water mains, electric light, power, telephone or cable television conduits, poles, wires or cables;
- (v) taxes on Petroleum Substances or the income or revenue therefrom, unless specifically excluded and governmental restrictions on production rates from the Wells or on operations being conducted on the Lands or otherwise affecting the value of any of the Assets;
- (vi) agreements for the sale, processing, transmission or transportation of Petroleum Substances entered into by the Debtors, or the Vendor for and on behalf of the Debtors, subsequent to the date of this Agreement;
- (vii) any obligation of the Vendor or the Debtors to hold any portion of their interest in and to any of the Assets in trust for Third Parties;
- (viii) any rights reserved to or vested in any Governmental Authority to control or regulate the ownership, use or operation of any of the Assets in any manner, including governmental requirements imposed by statute or Governmental Authorities as to rates of production from operations or otherwise affecting recoverability of Petroleum Substances;
- (ix) undetermined or inchoate liens incurred or created as security in favour of any Person with respect to the development or operation of any of the Assets, as regards the Vendor's or any Debtor's share of the costs and expenses thereof which are not due or delinquent as of the date hereof;

- (x) the reservations, limitations, provisos and conditions in any grants or transfers from the Crown of any of the Lands or interests therein, and statutory exceptions to title;
- (xi) provisions for penalties and forfeitures under Title Documents as a consequence of non-participation in operations;
- (xii) any requirement to post or maintain any deposits or other form of security required by any Governmental Authority; and
- (xiii) liens granted in the ordinary course of business to a public utility, municipality or Governmental Authority with respect to operations pertaining to any of the Assets as regards the Vendor's or any Debtor's share of amounts owing to such public utility, municipality or Governmental Authority which are not due or delinquent as of the date hereof.

SCHEDULE "B"

COPL Sale Approval and Vesting Order

COURT FILE NUMBER	2101 14158
COURT	COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE	CALGARY
APPLICANT	PRICEWATERHOUSECOOPERS INC., IN ITS CAPACITY AS COURT-APPOINTED RECEIVER AND MANAGER OF BRIDGING FINANCE INC., BRIDGING INCOME FUND LP AND CERTAIN RELATED ENTITIES AND INVESTMENT FUNDS
RESPONDENTS	CUDA ENERGY INC., CUDA OIL AND GAS INC., CUDA ENERGY LLC AND JUNEX INC.
DOCUMENT	<u>APPROVAL AND VESTING ORDER</u> <u>(Sale by Receiver to COPL America Inc.)</u>
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	BENNETT JONES LLP Barristers and Solicitors 4500 Bankers Hall East 855 – 2 nd Avenue S.W. Calgary, AB T2P 4K7 Attention: Chris Simard / Katherine J. Fisher Telephone No.: (403) 298-4485 / (780) 917-4268 Fax No.: (403) 265-7219 / (780) 421-7951 Email: simardc@bennettjones.com fisherka@bennettjones.com
DATE ON WHICH ORDER WAS PRONOUNCED:	April 29, 2022
LOCATION OF HEARING:	Calgary, Alberta
NAME OF JUDGE WHO MADE THIS ORDER:	The Honourable Justice D.B Nixon

UPON THE APPLICATION by FTI Consulting Canada Inc., in its capacity as the Court-appointed receiver (the "**Receiver**") of the undertakings, property and assets of Cuda Energy LLC. (the "**Debtor**") for an order approving the sale transaction (the "**Transaction**") contemplated by an agreement of purchase and sale (the "**Sale Agreement**") between the Receiver and **COPL America Inc.** (the "**Purchaser**") dated April 11, 2022, a redacted copy of which is attached to the Second Report of the Receiver dated April 20, 2022 (the "**Second Report**") as Schedule "A", and an unredacted copy of which is attached to the Confidential Supplement to the Second (the "**Confidential Supplement**") as Schedule "A", and vesting in the Purchaser (or its nominee) the

Debtor's right, title and interest in and to the assets described in the Sale Agreement (the "**Purchased Assets**");

AND UPON HAVING READ the Receivership Order dated November 18, 2021 (the "**Receivership Order**"), the Report, the Confidential Supplement and the Affidavit of Service; **AND UPON HEARING** the submissions of counsel for the Receiver, the Purchaser, and any other interested parties that may be present, and no one appearing for any other person on the service list, although properly served as appears from the Affidavit of Service, filed;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

1. Service of notice of this application and supporting materials is hereby declared to be good and sufficient, no other person is required to have been served with notice of this application and time for service of this application is abridged to that actually given.

DEFINED TERMS

2. All capitalized terms used in this Order but not defined herein shall bear their meanings as defined in the Sale Agreement.

APPROVAL OF TRANSACTION

3. The Transaction is hereby approved and is commercially reasonable, and execution of the Sale Agreement by the Receiver is hereby authorized and approved, with such minor amendments as the Receiver may deem necessary and the Purchaser approves. The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for completion of the Transaction and conveyance of the Purchased Assets to the Purchaser (or its nominee).

VESTING OF PROPERTY

4. Upon delivery of a Receiver's certificate to the Purchaser (or its nominee) substantially in the form set out in **Schedule "A"** hereto (the "**Receiver's Closing Certificate**"), all of the Debtor's right, title and interest in and to the Purchased Assets listed in **Schedule "B"** hereto shall vest absolutely in the name of the Purchaser (or its nominee), free and clear of and from any and all caveats, security interests, hypothecs, pledges, mortgages, liens, trusts or deemed trusts, reservations of ownership, royalties, options, rights of pre-emption, privileges, interests, assignments, actions, judgments, executions, levies, taxes, writs of enforcement, charges, or other claims, whether contractual, statutory, financial, monetary or otherwise, whether or not they have attached or been perfected, registered or filed and

whether secured, unsecured or otherwise (collectively, "**Claims**") including, without limiting the generality of the foregoing:

- (a) any encumbrances or charges created by the Receivership Order;
- (b) those Claims listed in **Schedule "C"** hereto (all of which are collectively referred to as the "**Encumbrances**", which term shall not include the permitted encumbrances, caveats, interests, easements, and restrictive covenants listed in **Schedule "D"** (collectively, "**Permitted Encumbrances**")),

and for greater certainty, this Court orders that (i) the Environmental Liabilities and Abandonment and Reclamation Obligations, as defined respectively in the Sale Agreement, do not, for the purpose of this Order, constitute Claims; and (ii) all Claims including Encumbrances other than Permitted Encumbrances, affecting or relating to the Purchased Assets are hereby expunged, discharged and terminated as against the Purchased Assets.

- 5. No authorization, approval or other action by and no notice to or filing with any governmental authority or regulatory body exercising jurisdiction over the Purchased Assets is required for the due execution, delivery and performance by the Receiver of the Sale Agreement.
- 6. For the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets (to be held in an interest bearing trust account by the Receiver) shall stand in the place and stead of the Purchased Assets from and after delivery of the Receiver's Closing Certificate and all Claims including Encumbrances (but excluding Permitted Encumbrances) shall not attach to, encumber or otherwise form a charge, security interest, lien, or other Claim against the Purchased Assets and may be asserted against the net proceeds from 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. Unless otherwise ordered (whether before or after the date of this Order), the Receiver shall not make any distributions to creditors of net proceeds from sale of the Purchased Assets without further order of this Court, provided however the Receiver may apply any part of such net proceeds to repay any amounts the Receiver has borrowed for which it has issued a Receiver's Certificate pursuant to the Receivership Order or as against any Receiver's Charge outstanding pursuant to the Receivership Order.
- 7. Except as expressly provided for in the Sale Agreement, the Purchaser (or its nominee) shall not, by completion of the Transaction, have liability of any kind whatsoever in respect of any Claims against the Debtor.

8. Upon completion of the Transaction, the Debtor and all persons who claim by, through or under the Debtor in respect of the Purchased Assets, and all persons or entities having any Claims of any kind whatsoever in respect of the Purchased Assets, save and except for persons entitled to the benefit of the Permitted Encumbrances, shall stand absolutely and forever barred, estopped and foreclosed from and permanently enjoined from pursuing, asserting or claiming any and all right, title, estate, interest, royalty, rental, equity of redemption or other Claim whatsoever in respect of or to the Purchased Assets, and to the extent that any such persons or entities remain in the possession or control of any of the Purchased Assets, or any artifacts, certificates, instruments or other indicia of title representing or evidencing any right, title, estate, or interest in and to the Purchased Assets, they shall forthwith deliver possession thereof to the Purchaser (or its nominee).
9. The Purchaser (or its nominee) shall be entitled to enter into and upon, hold and enjoy the Purchased Assets for its own use and benefit without any interference of or by the Debtor, or any person claiming by, through or against the Debtor.
10. Immediately upon closing of the Transaction, holders of Permitted Encumbrances shall have no claim whatsoever against the Receiver.
11. The Receiver is directed to file with the Court a copy of the Receiver's Closing Certificate forthwith after delivery thereof to the Purchaser (or its nominee).

MISCELLANEOUS MATTERS

12. Notwithstanding:
 - (a) the pendency of these proceedings and any declaration of insolvency made herein;
 - (b) the pendency of any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c.B-3, as amended (the "*BIA*"), in respect of the Debtor, and any bankruptcy order issued pursuant to any such applications;
 - (c) any assignment in bankruptcy made in respect of the Debtor; and
 - (d) the provisions of any federal or provincial statute:

the vesting of the Purchased Assets in the Purchaser (or its nominee) pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtor and shall not be void or voidable by creditors of the Debtor, nor shall it constitute nor be deemed to be a transfer at undervalue, settlement, fraudulent preference, assignment, fraudulent conveyance, or other reviewable transaction under the *BIA* or any other

applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

13. The Receiver, the Purchaser (or its nominee) and any other interested party, shall be at liberty to apply for further advice, assistance and direction as may be necessary in order to give full force and effect to the terms of this Order and to assist and aid the parties in closing the Transaction.
14. This Honourable Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in any of its provinces or territories or in any foreign jurisdiction, to act in aid of and to be complimentary to this Court in carrying out the terms of this Order, to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such order and to provide such assistance to the Receiver, as an officer of the Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order, including, without limitation, in the proceeding filed under chapter 15 of the United States Bankruptcy Code in the United States Bankruptcy Court for the District of Wyoming, Jointly Administered Case No. 21-20484, Case No. 21-20485, Case No. 21-20486 and Case No. 21-20487.
15. Service of this Order shall be deemed good and sufficient by:
 - (a) Serving the same on:
 - (i) the persons listed on the service list created in these proceedings;
 - (ii) any other person served with notice of the application for this Order;
 - (iii) any other parties attending or represented at the application for this Order;
 - (iv) the Purchaser or the Purchaser's solicitors; and
 - (b) Posting a copy of this Order on the Receiver's website at:
<http://cfcanada.fticonsulting.com/cuda>,

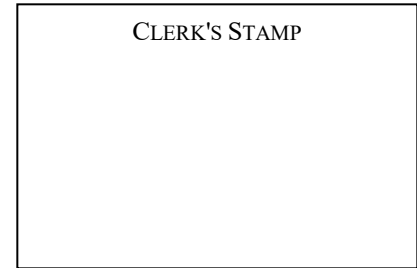
and service on any other person is hereby dispensed with.

16. Service of this Order may be effected by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following transmission or delivery of this Order.

Justice of the Court of Queen's Bench of Alberta

SCHEDULE "A"

Form of Receiver's Certificate



COURT FILE NUMBER 2101 14158

COURT COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY

PLAINTIFF(S) PRICEWATERHOUSECOOPERS INC., IN ITS CAPACITY AS COURT-APPOINTED RECEIVER AND MANAGER OF BRIDGING FINANCE INC., BRIDGING INCOME FUND LP AND CERTAIN RELATED ENTITIES AND INVESTMENT FUNDS

DEFENDANT(S) CUDA ENERGY INC., CUDA OIL AND GAS INC., CUDA ENERGY LLC AND JUNEX INC.

DOCUMENT **RECEIVER'S CERTIFICATE**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

BENNETT JONES LLP
Barristers and Solicitors
4500 Bankers Hall East
855 – 2nd Avenue S.W.
Calgary, AB T2P 4K7

Attention: Chris Simard / Katherine J. Fisher
Telephone No.: (403) 298-4485 / (780) 917-4268
Fax No.: (403) 265-7219 / (780) 421-7951
Email: simardc@bennettjones.com
fisherka@bennettjones.com

RECITALS

A. Pursuant to an Order of the Honourable Justice K.M. Horner of the Court of Queen's Bench of Alberta, Judicial District of Calgary (the "**Court**") dated November 18, 2021, FTI Consulting Canada Inc. was appointed as the receiver (the "**Receiver**") of the undertakings, property and assets of Cuda Energy, LLC (the "**Debtor**").

- B. Pursuant to an Order of the Court dated April 29, 2022, the Court approved the agreement of purchase and sale made as of April 11, 2022 (the "**Sale Agreement**") between the Receiver and COPL America Inc. (the "**Purchaser**") and provided for the vesting in the Purchaser of the Debtor's right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in sections 11.1, 11.2 and 11.3 of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.
- C. Unless otherwise indicated herein, capitalized terms have the meanings set out in the Sale Agreement.

THE RECEIVER CERTIFIES the following:

1. The Purchaser (or its nominee) has paid and the Receiver has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing as set out in sections 11.1, 11.2 and 11.3 of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser (or its nominee); and
3. The Transaction has been completed to the satisfaction of the Receiver.
4. This Certificate was delivered by the Receiver at **[Time]** on **[Date]**.

FTI Consulting Canada Inc., in its capacity as Receiver of the undertakings, property and assets of Cuda Energy LLC., and not in its personal capacity.

Per: _____

Name:

Title:

SCHEDULE "B"

Purchased Assets

The Purchased Assets consist of the Assets (as defined in the Sale Agreement, and each subsequent capitalized term herein having the respective meaning as defined therein), including, without limitation, (i) the Petroleum and Natural Gas Rights; (ii) the Tangibles; and (iii) the Miscellaneous Interests described in the attachments to this Schedule "B".

SCHEDULE "C"

Claims

"**Claim**" means, with capitalized terms having the definitions given to them in the Sale Agreement, unless otherwise defined in this Order, any right, claim, cause of action or complaint of any Person that may be asserted or made in whole or in part against any Vendor, any of their respective Affiliates and their respective Representatives, or the Assets, whether or not asserted or made, in connection with any indebtedness, liability or obligation of any kind whatsoever, and any interest accrued thereon or costs payable in respect thereof, including by reason of the commission of a tort (intentional or unintentional), by reason of any breach of contract or other agreement (oral or written), by reason of any breach of duty (including, without limitation, any legal, statutory, equitable or fiduciary duty) or by reason of any right of ownership of or title to property or assets or right to a trust or deemed trust (statutory, express, implied, resulting, constructive or otherwise), and whether or not any indebtedness, liability or obligation is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, present or future, known or unknown, by guarantee, surety or otherwise, and whether or not any right, claim, cause of action or complaint is executory or anticipatory in nature.

SCHEDULE "D"

Permitted Encumbrances

"Permitted Encumbrances" means, with capitalized terms having the definitions given to them in the Sale Agreement, unless otherwise defined in this Order, to the extent disclosed by Vendor to Purchaser (including to the extent identified in Exhibits A, B, or C to the Sale Agreement or otherwise in any diligence materials or other disclosures provided by the Vendor, including the Due Diligence Information) or of record in the proper county records, or otherwise within the actual knowledge of the Purchaser or its Affiliates:

- (xiv) any overriding royalties, net profits interests and other burdens, which are provided for under the Title Documents;
- (xv) the terms and conditions of the Assumed Contracts and the Title Documents, including ROFRs, the requirement to pay any rentals or royalties to the grantor thereof to maintain the Title Documents in good standing and any royalty or other burden reserved to the grantor thereof or any gross royalty trusts applicable to the grantor's interest in any of the Title Documents;
- (xvi) the right reserved to or vested in any grantor, Governmental Authority or other public authority by the terms of any Title Document or by Applicable Laws to terminate any Title Document;
- (xvii) easements, rights of way, surface leases, servitudes or other similar rights in land, including rights of way and servitudes for highways, railways, sewers, drains, gas and oil pipelines, gas and water mains, electric light, power, telephone or cable television conduits, poles, wires or cables, to the extent not materially affecting the ownership, operation, and/or use of the Assets;
- (xviii) taxes on Petroleum Substances, except for Income Taxes, unless specifically excluded and governmental restrictions on production rates from the Wells or on operations being conducted on the Lands or otherwise affecting the value of any of the Assets;
- (xix) any rights reserved to or vested in any Governmental Authority to control or regulate the ownership, use or operation of any of the Assets in any manner, including governmental requirements imposed by statute or Governmental Authorities as to rates of production from operations or otherwise affecting recoverability of Petroleum Substances;
- (xx) materialman's, mechanic's, repairman's employee's, contractors, operator's and other similar liens arising in the ordinary course of business with respect to the development or operation of any of the Assets, as regards the Vendor's or any Debtor's share of the costs and expenses thereof which are not due or delinquent and are inchoate as of the date hereof;

- (xxi) the reservations, limitations, provisos and conditions in any grants or transfers from any Governmental Authority of any of the Lands or interests therein, and statutory exceptions to title;
- (xxii) provisions for penalties and forfeitures under Title Documents as a consequence of non-participation in operations;
- (xxiii) any requirement to post or maintain any deposits or other form of security required by any Governmental Authority;
- (xxiv) liens granted in the ordinary course of business to a public utility, municipality or Governmental Authority with respect to operations pertaining to any of the Assets as regards the Vendor's or any Debtor's share of amounts owing to such public utility, municipality or Governmental Authority which are not due or delinquent as of the date hereof; and
- (xxv) the Southwestern Liens.

SCHEDULE "C"

Order Approving Receiver's Activities and Interim Distribution

COURT FILE NUMBER 2101 14158

COURT COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY

APPLICANT PRICEWATERHOUSECOOPERS INC., IN ITS CAPACITY AS COURT-APPOINTED RECEIVER AND MANAGER OF BRIDGING FINANCE INC., BRIDGING INCOME FUND LP AND CERTAIN RELATED ENTITIES AND INVESTMENT FUNDS

RESPONDENTS CUDA ENERGY INC., CUDA OIL AND GAS INC., CUDA ENERGY LLC AND JUNEX INC.

DOCUMENT **ORDER (Approving Receiver's Activities and Authorizing Interim Distributions)**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

BENNETT JONES LLP
Barristers and Solicitors
4500 Bankers Hall East
855 – 2nd Avenue S.W.
Calgary, AB T2P 4K7

Attention: Chris Simard / Katherine J. Fisher
Telephone No.: (403) 298-4485 / (780) 917-4268
Fax No.: (403) 265-7219 / (780) 421-7951
Email: simardc@bennettjones.com
fisherka@bennettjones.com

DATE ON WHICH ORDER WAS PRONOUNCED: April 29, 2022

LOCATION OF HEARING: Calgary, Alberta

NAME OF JUDGE WHO MADE THIS ORDER: The Honourable Justice D.B Nixon

UPON THE APPLICATION of FTI Consulting Canada Inc. in its capacity as the Court-appointed receiver and manager (the "**Receiver**") of all of the undertakings, property and assets of Cuda Energy Inc., Cuda Oil and Gas Inc., Cuda Energy LLC and Junex Inc. (the "**Debtors**") for an order authorizing an interim distribution of estate proceeds; **AND UPON HAVING READ** the

Second Report of the Receiver dated April 20, 2022 (the "**Second Report**"), including the Confidential Supplement thereto, and the Affidavit of Service; **AND UPON HEARING** the submissions of counsel for the Receiver and of other interested parties that may be present, and no one appearing for any other person on the service list, although properly served as appears from the Affidavit of Service, filed;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

1. Service of notice of this application and supporting materials is hereby declared to be good and sufficient, no other person is required to have been served with notice of this application, and time for service of this application is abridged to that actually given.

APPROVAL OF RECEIVER'S ACTIVITIES

2. The actions, conduct and activities of the Receiver, as reported in the First Report and in the Second Report are hereby approved.

INTERIM DISTRIBUTIONS

3. After the closing of the Transactions (as defined in the Second Report), the Receiver is hereby authorized and empowered to make the following interim distributions, after the payment of professional fees and any other administrative costs:
 - a) a distribution to Tallinn Capital Energy Limited Partnership (by its General Partner Tallinn Capital Energy Corp.) ("**Tallinn**") in the approximate amount of \$14,943,803; and

- b) a distribution to Bridging Finance Inc. (by its Court-appointed Receiver and Manager PricewaterhouseCoopers Inc.) ("**Bridging**") in the approximate amount of 7,688,432;

provided that the interim distributions to Tallinn and Bridging shall be subject to reasonable holdbacks as the Receiver deems necessary for the payment of estimated priority payables and the administration of these proceedings.

Justice of the Court of Queen's Bench of Alberta

SCHEDULE "D"

Sealing Order

COURT FILE NUMBER 2101 14158

COURT COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY

APPLICANT PRICEWATERHOUSECOOPERS INC., IN ITS CAPACITY AS COURT-APPOINTED RECEIVER AND MANAGER OF BRIDGING FINANCE INC., BRIDGING INCOME FUND LP AND CERTAIN RELATED ENTITIES AND INVESTMENT FUNDS

RESPONDENTS CUDA ENERGY INC., CUDA OIL AND GAS INC., CUDA ENERGY LLC AND JUNEX INC.

DOCUMENT **ORDER RESTRICTING COURT ACCESS**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

BENNETT JONES LLP
Barristers and Solicitors
4500 Bankers Hall East
855 – 2nd Avenue S.W.
Calgary, AB T2P 4K7

Attention: Chris Simard / Katherine J. Fisher
Telephone No.: (403) 298-4485 / (780) 917-4268
Fax No.: (403) 265-7219 / (780) 421-7951
Email: simardc@bennettjones.com
fisherka@bennettjones.com

DATE ON WHICH ORDER WAS PRONOUNCED: April 29, 2022

LOCATION OF HEARING: Calgary, Alberta

NAME OF JUDGE WHO MADE THIS ORDER: The Honourable Justice D.B Nixon

UPON THE APPLICATION of FTI Consulting Canada Inc. in its capacity as the Court-appointed receiver and manager (the "**Receiver**") of all of the undertakings, property and assets of Cuda Energy Inc., Cuda Oil and Gas Inc., Cuda Energy LLC and Junex Inc. for an order restricting court access; **AND UPON HAVING READ** the Second Report of the Receiver dated April 20, 2022 (the "**Second Report**"), including the Confidential Supplement thereto, and the Affidavit of Service; **AND UPON HEARING** the submissions of counsel for the Receiver and of other

interested parties that may be present, and no one appearing for any other person on the service list, although properly served as appears from the Affidavit of Service, filed;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

21. Service of notice of this application and supporting materials is hereby declared to be good and sufficient, no other person is required to have been served with notice of this application, and time for service of this application is abridged to that actually given.

SEALING ORDER

1. The Confidential Supplement shall be sealed on the Court file, kept confidential and not form part of the public record, notwithstanding Division 4 of Part 6 of the *Alberta Rules of Court*, until the earlier of:
 - a) the Receiver filing a Receiver's Closing Certificate in the form appended to each of the Approval and Vesting Order (Sale by Receiver to Blue Sky Resources Ltd.) (the "**Canadian AVO**") and the Approval and Vesting Order (Sale to COPL America Inc.) (the "**US AVO**"), both granted in these proceedings by the Honourable Justice D.B. Nixon on April 29, 2022, confirming that the transaction contemplated by the sale agreement described in the Canadian AVO and the transaction contemplated by the sale agreement described in the US AVO have both closed; or
 - b) further order of this Honourable Court.
2. The Clerk of the Court shall file the Confidential Appendices in a sealed envelope attached to a notice that sets out the style of cause of these proceedings and states that:

THIS ENVELOPE CONTAINS CONFIDENTIAL MATERIALS FILED IN COURT FILE NO. 2101 14158. THE CONFIDENTIAL MATERIALS ARE SEALED PURSUANT TO THE ORDER RESTRICTING COURT ACCESS GRANTED BY THE HONOURABLE JUSTICE D.B. NIXON ON APRIL 29, 2022 AND ARE NOT TO BE PLACED ON THE PUBLIC RECORD OR MADE PUBLICALLY ACCESSIBLE UNTIL THE EARLIER OF:

- A) THE RECEIVER FILING A RECEIVER'S CLOSING CERTIFICATE IN THE FORM APPENDED TO EACH OF THE APPROVAL AND VESTING ORDER (SALE TO BLUE SKY RESOURCES LTD.) AND THE APPROVAL AND VESTING

ORDER (SALE TO COPL AMERICA INC.), BOTH GRANTED IN THESE PROCEEDINGS ON APRIL 29, 2022, CONFIRMING THAT THE TRANSACTIONS CONTEMPLATED BY THE SALE AGREEMENTS DESCRIBED IN THE APPROVAL AND VESTING ORDER (SALE TO BLUE SKY RESOURCES LTD.) AND THE APPROVAL AND VESTING ORDER (SALE TO COPL AMERICA INC.) HAVE BOTH CLOSED; OR

B) FURTHER ORDER OF THIS HONOURABLE COURT.

3. Leave is hereby granted to any person or party affected by this Order to apply to this Honourable Court for a further order modifying or varying the terms of paragraphs 1 and 2 of this Order, with such application to be brought on no less than seven (7) days' notice to the Receiver and any other affected party pursuant to the *Alberta Rules of Court*.

Justice of the Court of Queen's Bench of Alberta