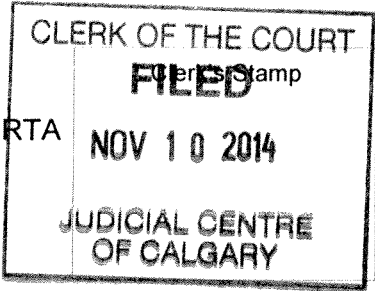



COURT FILE NUMBER 1401-05131
COURT COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE CALGARY
APPLICANT: NATIONAL BANK OF CANADA
RESPONDENT: LEGEND ENERGY CANADA LTD. AND LEGEND OIL AND GAS, LTD.



DOCUMENT **ORDER (Approving Distribution and Discharging Receiver)**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT
Sean F. Collins/Pantelis Kyriakakis
McCarthy Tétrault LLP
3300, 421 – 7th Ave. S.W.
Calgary, AB T2P 4K9
Telephone: 403-260-3500
Facsimile: (403) 260-3501
Email: scollins@mccarthy.ca
pkiriakakis@mccarthy.ca

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

Dated this 10 day of NOV 2014

for Clerk of the Court

DATE ON WHICH ORDER WAS PRONOUNCED: November 7, 2014
NAME OF JUDGE WHO MADE THIS ORDER: Justice A.D. Macleod
LOCATION OF HEARING: Calgary, Alberta

ORDER

UPON the application of the National Bank of Canada, in its capacity as the senior secured creditor of Legend Energy Canada Ltd. (the "**Debtor**"); **AND UPON** having read the Application and the first report (the "**First Receiver's Report**") of FTI Consulting Canada Inc. (the "**Receiver**"), dated October 27, 2014, in its capacity as court appointed receiver and manager of certain of the assets, properties, and undertakings of the Debtor, pursuant to the Order issued by the Honourable Justice K.M. Horner on May 9, 2014 (the "**Receivership Order**"); **AND UPON** having read the Affidavit of Elizabeth Pineda, sworn October 23, 2014 (the "**Affidavit**"); **AND UPON** having read the Affidavit of Service of Marcia Smith, sworn November 6, 2014 (the "**Service Affidavit**"); **AND UPON** hearing counsel for NBC and any other counsel present;

IT IS HEREBY ORDERED AND DECLARED THAT

DEFINED TERMS

1. All capitalized terms used herein and not otherwise defined shall have the meaning ascribed to them in the form of agreement of purchase and sale between the Debtor, as vendor, and RockBridge Resources Inc., (the "**Purchaser**") as purchaser, and attached as Appendix "A" to the First Receiver's Report (the "**PSA**") and the First Receiver's Report, as the context may require.

DECLARATION OF VALIDITY, ENFORCEABILITY AND PRIORITY SECURITY INTEREST

2. Based upon the evidence currently before this Honourable Court with respect to the security interest granted by the Debtor to NBC over the Property, it is ordered and declared that the security interest granted by the Debtor to NBC over the Property is valid and enforceable and, subject to the charges created in the Receivership Order, holds priority over any and all claims, estates, rights, title, interests, hypothecs, mortgages, charges, liens (whether contractual, statutory or otherwise), security interests, assignments, actions, levies, taxes, writs of execution, options, agreements, disputes, debts, encumbrances, or other rights, limitations or restrictions of any nature whatsoever, or any other contractual, financial or monetary claims of any nature whatsoever, whether or not any of the foregoing have attached or been perfected, registered or filed, and whether secured, unsecured or otherwise.

APPROVAL OF DISTRIBUTION

3. The Receiver's final statement of receipts and disbursements, as outlined in paragraphs 14 and 15 of the First Receiver's Report, be and is hereby approved.

4. The interim and final accounts of the Receiver, as summarized in paragraphs 32, 34 and 35 of the First Receiver's Report, be and are hereby approved.

5. The Receiver's final distribution, as set out in paragraphs 32 and 33 of the First Receiver's Report, be and is hereby approved, and the Receiver is expressly authorized and empowered to distribute the funds as set out in the First Receiver's Report.

DISCHARGE OF THE RECEIVER

6. The Receiver is authorized and empowered to destroy any and all any documents, accounting records and other papers, records, and information related to the business or affairs of the Debtor if not collected by any of the current directors of the Debtor by January 5, 2015.

7. Upon the filing of a certificate by the Receiver certifying that the PSA has closed, in accordance with all Orders granted as part of the Application (the "**Certificate of Closing**") the Receiver shall be discharged as receiver and manager of the Property and relieved of all further duties and obligations with respect to the Debtor and the Property.

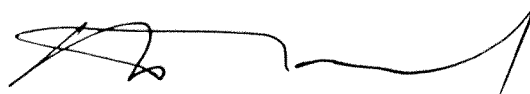
8. As of the date of the First Receiver's Report and based on the evidence that is currently before this Honourable Court:

- (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) 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 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 or wilful misconduct on the part of the Receiver, shall be forever barred and extinguished.

9. Notwithstanding anything contained in this Order, the Receiver is expressly authorized and empowered to perform any further action after the filing of the Certificate of Closing and to perform any act necessary or incidental to the conclusion of the receivership of the Debtor or the Property.

10. 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. 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, and no persons other than those on the service list are entitled to be served with a copy of this Order.

A handwritten signature in black ink, consisting of a series of loops and a long horizontal stroke, positioned above a solid horizontal line.

J.C.Q.B.A.