

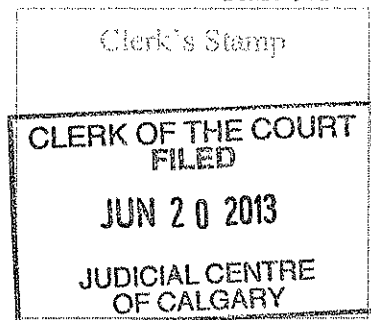
COURT FILE NUMBER 1301-07419

COURT Court of Queen's Bench of Alberta

JUDICIAL CENTRE Calgary

PLAINTIFF TAKODA RESOURCES INC.

DEFENDANT IMPACT 2000 INC.



DOCUMENT APPROVAL AND VESTING ORDER

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

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I hereby certify this to be a true copy of
the original order
Dated this 20 day of June 2013
G. B. Ho.
for Clerk of the Court

Attention: Tom Cumming/Jeffrey Oliver

DATE ON WHICH ORDER WAS PRONOUNCED: June 20, 2013

LOCATION WHERE ORDER WAS PRONOUNCED: Calgary Courts Centre,
Calgary, Alberta

NAME OF JUSTICE WHO MADE THIS ORDER: The Honourable Justice Horner

IT IS HEREBY ORDERED THAT:

UPON THE APPLICATION of the Plaintiff in respect of the Defendant Impact 2000 Inc. (the "Debtor"); **AND UPON** having read the Application, the Affidavit of Lawrence Chua, sworn June 13, 2013, filed, the Affidavit of Lawrence Chua, sworn June 17, 2013, filed (the "Supplementary Affidavit"), the Affidavit of Service of Richard Comstock, filed, the Second Report of Alvarez and Marsal Canada Inc., in its capacity as the Trustee in Bankruptcy of the Defendant in Action No. 25-094321, filed; **AND UPON** noting the Order issued in the within proceedings appointing Alvarez & Marsal Canada Inc. as receiver and manager ("Receiver") of

the assets, properties and undertakings of the Debtor, dated June 20, 2013 (the “**Receivership Order**”); **AND UPON HEARING** counsel for the Plaintiff and any other counsel present;

IT IS HEREBY ORDERED AND DECLARED THAT:

1. The time for service of the within application is hereby abridged to the date of actual service and that service is hereby approved, and that the application is properly returnable today and further service of the application and supporting materials is hereby dispensed with.

Definitions

2. Capitalized terms that are not defined herein shall have the meaning as defined in the Purchase and Sale Agreement between the Plaintiff as purchaser, and the Receiver, as vendor, and attached as Exhibit “A” to the Supplementary Affidavit (the “**APA**”).

Approval of Transaction

3. The Transaction is hereby approved, and the APA is commercially reasonable and in the best interests of the Debtor and its stakeholders.
4. The execution of the APA by the Receiver is hereby authorized and approved, and the Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the transaction contemplated by the APA (the “**Transaction**”).
5. Following the execution and delivery of the APA the parties may agree to any amendments to the APA which do not materially and adversely alter the Transaction or the APA.

Vesting of Property

6. Upon the Receiver delivering a certificate to the Purchaser (the “**Certificate**”) certifying that the Transactions have closed substantially in accordance with the terms of the APA, all of the Debtors’ right, title and interest in and to the Assets described in the APA and

on Schedule "A" hereto shall vest absolutely in the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, 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 forgoing: (i) any Claims of the Debtors; (ii) any encumbrances or charges created by the Receivership Order; (iii) any encumbrances or charges created by any Order of the Court in the proceeding 25-094321; and (iv) all charges, security interests or claims evidence by registrations pursuant to the *Personal Property Security Act* (Alberta) or any other personal property registry system, (collectively, the "**Encumbrances**"), and, for greater certainty, this Court orders that all of the Claims and Encumbrances affecting or relating to the Assets are hereby expunged and discharged as against the Assets.

7. For greater certainty, the Plaintiff shall, by virtue of the completion of the Transaction, have no liability of any kind whatsoever to any party with a Claim.
8. For the purposes of determining the nature and priority of the Claims, the net proceeds from the sale of the Assets shall stand in the place and stead of the Assets, and from and after the delivery of the Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of the Assets with the same priority as they had with respect to the Assets immediately prior to the sale, as if the 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.
9. The Receiver is to file with the Court a copy of the Certificate, forthwith after delivery thereof.
10. Nothing in this Order shall prejudice any person's *in personam* claim against the Debtors.
11. Notwithstanding the pendency of these proceedings or the Debtor's bankruptcy, the vesting of the Assets in the Purchaser 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 settlement, fraudulent preference, assignment, fraudulent conveyance or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) 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.

Miscellaneous

12. The Receiver and the Purchaser are at liberty to reapply for further advice, assistance and direction as may be necessary to give full force and effect to, and in carrying out the terms of, this Order and the transactions contemplated herein.
13. Upon the filing of a certified copy of this Order, together with any applicable registration fees, the appropriate government authorities are hereby requested and directed to register such transfers, discharges, discharge statements or conveyances, as may be required to register title to the Assets to the Purchaser.
14. This Order may be consented to in counterpart and by facsimile or PDF copy.
15. This 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, 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 orders and to provide such assistance to the Receiver, as an officer of this 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.


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

Schedule "A"

List of Assets

1. The following Serial Number Goods:

Serial Number	Year	Make and Model
1FTSX21575ED04298	2005	FORD F250
1FTSX21547EB03185	2007	FORD F250
1FTSW21529EA15693	2009	FORD F250 CREW CAB
1FTWW31507EB37022	2007	FORD F350 CREW CAB
1FTWW31538EC79320	2008	FORD F350 CREW CAB
1FTWW31509EA17451	2009	FORD F350 CREW CAB
1FTWW31549EA19171	2009	FORD F350 CREW CAB
1FTWW31538EC72173	2008	FORD F350 CREW CAB
1FTWW31578EC72161	2008	FORD F350 CREW CAB
1FTWW31549EA17470	2009	FORD F350 CREW CAB
1FTWW31519EA17460	2009	FORD F350 CREW CAB
1FTWW31568EC72149	2008	FORD F350 CREW CAB
1FTWW31509EA87435	2009	FORD F350 CREW CAB
1FTWW31549EA87423	2009	FORD F350 CREW CAB
3FRWF1SNX6V356755	2006	F750 2WD SERVICE TRUCK
20106	2009	KUBOTA RTV500
20027	2009	KUBOTA RTV500
20429	2009	KUBOTA RTV500
20401	2009	KUBOTA RTV500
V2000G00000011047	2008	ARGO CENTAUR 950
2BPSGD8AX8V000508	2008	TUNDRA SKI DOO

Serial Number	Year	Make and Model
SN1NT3ASX8C359829	2008	POLARIS 340 TRANSPORT
SN1NT3AS38C359798	2008	POLARIS 341 TRANSPORT
JYE8BD0079A044647	2009	YAMAHA BRAVO BR250TY
JYE8BD0039A044645	2009	YAMAHA BRAVO BR250TY
JYE8BD00X9A044688	2009	YAMAHA BRAVO BR250TY
JYE8BD0059A044646	2009	YAMAHA BRAVO BR250TY
2S9PK531X83019919	2008	ROYAL CARGO CAR HAULER
4X4TSED231N018894	2001	CONTINENTAL CARGO SNOWMOBILE TRAILER
5M3BE162771023689	2007	MIRAGE FLAT DECK X744-74
4P5FS303371101558	2007	PJ GOOSENECK FS303
4179	2000	BUGGY MT. SEISMIC DRILL
321310609	2001	BOMBARDIER MUSKEG CRAWLER
478TE25654A400135	2004	HONDA QUAD TRX350 KM4
4XAMH76A36A	2006	POLARIS 800 QUAD
47ZW5363X8X059935	2008	FAIRFIELD ZLAND DATA RECORDING SYSTEM, INCLUDES A "SCXG8536TTA4" PACE TRAILER
4ZJSL151161J25063	2006	TEREX AMIDA PORTABLE LIGHT TOWER
4ZJSL151361K25404	2006	TEREX AMIDA PORTABLE LIGHT TOWER
4ZJSL151761H23693	2006	TEREX AMIDA PORTABLE LIGHT TOWER
2CUL2TG9X72022402	2007	TRAILTECH UTILITY TRAILER
LD21733U583179E	Unknown	BOMBARDIER MUSKEG WATER HAULER
MC74-5500D	2001	BOMBARDIER "MC74" SEISMIC DRILL
321310609	2001	BOMBARDIER "M.C.D. 6-MC" SEISMIC DRILL

Serial Number	Year	Make and Model
AFE-1658	1987	HAGGLUNDS "BV206B" ALL TERRAIN PERSONNEL CARRIER
AFE-1725	1986	HAGGLUNDS "BV206D" ALL TERRAIN PERSONNEL CARRIER
AFE-5112	1988	HAGGLUNDS "BV206D" ALL TERRAIN PERSONNEL CARRIER
AFE-7511	1991	HAGGLUNDS "BV206D" ALL TERRAIN PERSONNEL CARRIER

2. The following Equipment:

(3) 53' sea containers;

Grizzly tandem axle all terrain trailer;

Approximately 62 auger bits;

(6) pull-type snowmobile sleds;

Approximately (7) skids of surveyors lathe;

Equinox rescue sled;

Tracker Topper 10' aluminum boat;

Poly tank 220 gallon;

Lot of first aid kits, triangle kits, fire extinguishers, backpack sprayers, etc.;

Lot of (2) Honda portable pumps, toolbox, etc.;

Pallet jack;

Lot of intake and discharge hoses, totes, etc.;

(3) snowmobile truck ramps;

Steel vehicle ramp;

Vertical 5HP air compressor;

Lot of oxy acetylene torch set and Ridgid shop vacuum;

Lot of bench grinder, drill press, circular saw, drill and other assorted power and hand tools throughout;

Roll away tool cabinet with top chest and contents;

Lot of parts washer, battery charger, etc.;

Lot of (2) parts cabinets with contents;

Lot of spill kits, ABC fire extinguishers, etc.;

Mechanics cart and contents;

Honda power pressure washer;

Lot of assorted shop fluids, fuel cans, etc.;

Westlock single axle snowmobile trailer;

NVSN 2008 Snake River utility trailer; and

(12) joints of 10' drill stem, (16) joints of 5' drill stem, (2) cheater rods/bits.

3. All other personal property of the Debtor of any kind whatsoever, including trailers and serial number goods not listed above, but excluding seismic data.