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CALGARY

PLAINTIFF

BANK OF MONTREAL

DEFENDANT

BUMPER DEVELOPMENT CORPORATION LTD. and

BUMPER DEVELOPMENT CORPORATION

DOCUMENT

FOURTH REPORT OF THE RECEIVER

JULY 15, 2016

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF

PARTY FILING THIS

DOCUMENT

RECEIVER

ALVAREZ & MARSAL CANADA INC.

Bow Valley Square IV

Suite 1110, 250 – 6th Avenue SW Calgary, Alberta T2P 3H7

Attention: Tim Reid/Orest Konowalchuk Telephone: (403) 538-4756 / (403) 538-4736

Email: treid@alvarezandmarsal.com

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COUNSEL

FASKEN MARTINEAU LLP

First Canadian Centre

350-7th Avenue SW; Suite 3400 Calgary, Alberta T2P 3N9 Attention: Travis Lysak Phone: (403) 261-5501 (403) 261-5351 Fax: Email: tlysak@fasken.com

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INTRODUCTION

- 1. Effective February 16, 2016 (the "Receivership Date"), pursuant to an order of the Honourable Justice B. Nixon granted in these proceedings (the "Receivership Order"), Alvarez & Marsal Canada Inc. ("A&M") was appointed receiver (the "Receiver"), without security, of all of the current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof (the "Property") of Bumper Development Corporation ("Bumper US" or the "Guarantor") (collectively, "Bumper" or the "Company") pursuant to section 243(1) of the Bankruptcy and Insolvency Act, R.S.C. 1985, c B-3, as amended., (the "BIA") in the within action (the "Receivership Proceedings").
- 2. The Receivership Order empowers and authorizes, but does not obligate, the Receiver to, among other things, manage, operate and carry on the business of Bumper and to take possession and control of the Property of Bumper and any and all proceeds, receipts and disbursements arising out of or from the Property, and to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business.
- 3. Prior to the Receivership Date, on June 4, 2015, A&M was engaged by Borden Ladner Gervais LLP ("BLG") as counsel to the Bank of Montreal ("BMO") under the Credit Agreement dated March 27, 2015, between BMO and Bumper and its subsidiaries, to act as consultant to BLG to review, report and make recommendations to BLG on the business, assets, affairs and operations of Bumper. A&M's role as consultant concluded on the Receivership Date.
- 4. The purpose of this fourth report of the Receiver (the "Fourth Report") is to provide this Honourable Court with information in respect of the following:

- a) an update on the closing of the asset purchase agreement (the "Forent APA") entered into between the Receiver and Forent Energy Inc. ("Forent") dated April 27, 2016;
- an update on the sale of the Statue (artwork) as discussed in the Second Report;
- c) an update on an application filed by Canstone Energy Ltd. ("Canstone") on June 10, 2016 for a declaration that the sum of \$121,401 (the "Disputed Priority Amount") is or was held by the Receiver and should be remitted to Canstone (the "Canstone Application);
- d) the sale and purchase and debt waiver agreement dated June 28, 2016 with respect to Bumper's note receivable (the "INIM Note") and a minority ownership interest with a French company called INIM SARL;
- e) the sales process initiated by the Receiver to sell Bumper's ownership interest in certain oil and gas assets, namely, the Pembina Keystone Cardium Unit ("PKCU") and all of its oil and gas royalty interests (the "Royalties");
- f) the asset purchase agreement (the "Ribbon APA") entered into between the Receiver and Ribbon Creek Resources Inc. ("Ribbon") dated June 30, 2016, along with the proposed Approval and Vesting Order (subject to Court approval) with respect to the sale of the PKCU;
- g) the asset purchase agreement (the "Emerald APA") entered into between the Receiver and Emerald Lake Energy LP ("Emerald") dated July 5, 2016, along with the proposed Approval and Vesting Order (subject to Court approval), with respect to the Royalties;

- h) a sealing of the Appendices "A", "B" and "C" to the Fourth Report (the "Sealing Order");
- i) the cash flow results for the period from February 16, 2016 to July 8, 2016 (the "Reporting Period");
- j) approval of the proposed distribution of funds recovered by the Receiver (the "Proposed Interim Distribution");
- k) the Receiver's future course of action; and
- 1) the Receiver's recommendations.
- Capitalized words or terms not defined or ascribed a meaning in the Fourth Report are as defined in the previous reports filed by the Receiver with the Court and the Receivership Order.
- 6. All references to dollars are in Canadian currency unless otherwise noted.

TERMS OF REFERENCE

7. In preparing this Fourth Report the Receiver has relied upon the representations of certain former management and employees of Bumper and on financial and other information contained in Bumper's books and records. The Receiver has not performed an audit, review or other verification of such information.

BACKGROUND

8. Bumper Canada is a corporation registered to carry on business in the Province of Alberta and is owned by Bumper Investments Ltd. and Mr. Robert Borden. Bumper Canada is diversified, private, family-owned headquartered in Calgary, Alberta. Bumper Canada was founded in 1952 (predecessor company was S&T Drilling Col, Ltd.) and has been in continuous operation for over 60 years. Originally organized as a drilling company, it currently has a number of business segments including oil and gas exploration and production, venture

capital, real estate and art. Bumper US is a wholly owned subsidiary of Bumper Canada and was duly incorporated under the laws of the State of Delaware in 1978. Bumper Canada and Bumper US will be referred to as "Bumper" for this Report.

9. Further background to Bumper and its operations is contained in the materials filed in support of and relating to the Receivership Order. These documents, including all previously filed reports of the Receiver and other relevant information, have been posted by the Receiver on its website at: www.alvarezandmarsal.com/bumper (the "Receiver's Website").

UPDATE ON FORENT APA

10. On May 13, 2016, this Honourable Court granted an approval and vesting order (the "Forent Approval and Vesting Order") with respect to the Forent APA as discussed in the First Report. On May 16, 2016, the Receiver and Forent closed on this transaction and the Receiver collected sales proceeds of approximately \$1.56 million, which included certain sales adjustments. A final statement of adjustments is scheduled to occur between Forent and the Receiver on or before July 31, 2016. The Receiver has not yet filed the Receiver's Certificate with this Honourable Court with respect to the Forent APA as there are certain final closing matters being addressed between the Receiver and Forent. The Receiver expects to file the Receiver's Certificate in the coming weeks.

ARTWORK UPDATE

The Statue Offer

11. As discussed in the Second Report, on June 10, 2016, an offer was received to purchase a particular unique piece of artwork owned by Bumper that was being offered for sale at the Nancy Wiener Gallery located in NYC, New York. This particular piece of art is a statue (the "Statue") that is fully discussed and described in Confidential Appendix A of the Second Report.

12. On June 13, 2016, an order was granted by this Honourable Court to replace paragraph 3(I) of the Receivership Order (the "Amending Order") to say the following:

"The Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:

- 3(1) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,
- (i) without the approval of this Court in respect of any transaction not exceeding \$500,000, whose subject matter is not artwork, provided that the aggregate consideration for all such transactions does not exceed \$1,000,000;
- (ii) with the approval of this Court in respect of any transaction whose subject matter is not artwork, wherein the purchase price or the aggregate price exceeds the applicable amount set out in subsection 3(1)(i); and
- (iii) without the approval of the Court in respect of any transaction whose subject matter is artwork provided that the written consent of Bank of Montreal must be obtained for transactions in which the purchase price exceeds \$500,000

and in each such case notice under subsection 60(8) of the Personal Property Security Act, R.S.A. 2000, c.P-7 shall not be required.

- 13. On June 13, 2016, after the Amending Order was granted by the Court, the offer for the Statue was accepted by the Receiver and the transaction closed on July 6, 2016 for the purchase price, without variation, as outlined in the Confidential Appendix A of the Second Report. The Receiver received the net sales proceeds from the sale of the Statue and these funds are currently in its bank account.
- 14. The Receiver received written consent from BMO supporting the Statue sale.

CANSTONE UPDATE

- 15. Further to the Receiver's Third Report dated July 2, 2016, the Canstone Application to pay the Disputed Priority Amount, which Canstone alleged was owed to them by Bumper with respect to a sale of oil and gas assets that was completed between Canstone and Bumper prior to the receivership was heard by Madam Justice B. Romaine on July 6, 2016.
- 16. The Canstone Application was dismissed by this Honourable Court and the Disputed Priority Amount was directed to form part of Bumper's estate.

PURCHASE AND SALE AND DEBT WAIVER AGREEMENT

- 17. As outlined in the First Report, the INIM Note was entered into between Bumper and INIM SARL on December 31, 2003 for EURO 1,485,450 and is payable by INIM SARL to Bumper over 20 years with the final payment to be made on December 31, 2023. The current balance outstanding and owed to Bumper from INIM SARL is EURO 359,553.15. The INIM Note is secured by the shares of Bumper Investments SAS ("Bumper SAS") owned by INIM SARL and there are no terms or requirements for early repayment. Bumper has a 0.9% ownership interest in Bumper SAS and INIM SARL is the majority shareholder of (99.1%) of Bumper SAS.
- 18. Pursuant to paragraph 3(g) of the Receivership Order, the Receiver is empowered and authorized to settle, extend or compromise any indebtedness owing to or by the Bumper.
- 19. The Receiver negotiated a Purchase and Sale and Debt Waiver Agreement with management of INIM SARL on June 28, 2016 (the "INIM Agreement") whereby the Receiver agreed to accept an immediate partial payment to retire all amounts due under the INIM Note and agreed to sell Bumper's 0.9% ownership interest in Bumper Investments SAS ("Bumper SAS") in exchange for a final payment of EURO 230,000.

- 20. Since there are no terms or requirement for an early repayment of the INIM Note and there is approximately eight years left to collect on the INIM Note, the Receiver believes that the INIM Agreement is appropriate under the circumstances and will allow for an immediate, material realization on the INIM Note, while avoiding the necessity of collecting further payments for another eight years. The closing of the INIM Agreement and the collection of the EURO 230,000 is expected to occur prior to July 22, 2016.
- 21. The Receiver is advised by BMO that it is supportive of the INIM Agreement.

PKCU AND ROYALTY SALES PROCESS

Overview

- 22. Pursuant to paragraph 3(k) of the Receivership Order, the Receiver is empowered and authorized to market the Property, including advertising and soliciting offers in respect of the Property or any parts thereof, and negotiating such terms and conditions for the sale of the Property as the Receiver in its discretion may deem appropriate.
- 23. On May 9, 2016, the Receiver engaged the services of NRG Divestitures Inc. ("NRG") to assist in the sale and marketing of Bumper's ownership in the PKCU and the Royalties in the Receivership Proceedings (the "NRG Marketing Process").

NRG Marketing Process

<u>Implementation</u>

- 24. NRG undertook a significant sales and marketing process to ensure it effectively and thoroughly canvassed the market. The NRG Marketing Process is summarized below:
 - the NRG Marketing Process commenced on May 18, 2016, with information brochures summarizing the subject PKCU and Royalties

- being emailed to approximately 1,000 oil and gas contacts. In addition, the brochure was posted on NRG's website, where statistics showed that NRG's website is visited over 1,400 times per week;
- b) on May 31, 2016 and June 8, 2016, an advertisement was placed in the Daily Oil Bulletin announcing the divestiture of the PKCU and Royalties. In addition to the website and email promotion, GEO-Scout was used to identify companies within the areas of that where the PKCU and Royalties are being sold. These companies were contacted by NRG and were made aware of the sales process;
- c) pursuant to the NRG Marketing Process, prospective purchasers and interested parties were required to submit all offers by June 17, 2016 at 4:00 p.m. MST (the "Bid Deadline");
- d) 34 confidentiality agreements ("CAs") were received, which, in the Receiver's opinion, is an exceptional number of CAs for a divesture of this nature. Each party signing a CA was provided with access to the virtual data room relating to the PKCU and/or Royalties sale;
- e) a physical data room containing well files was made available to prospective purchasers in the offices of the Receiver. Ten parties visited the physical data room; and
- f) there were two (2) site visit requested and performed by the successful bidders.

Results from the NRG Marketing Process

25. A total of 23 prospective purchasers submitted written offers (non-binding letters of intent with no deposits) prior to the Bid Deadline. The Receiver was advised by NRG that, in its opinion, the ratio of bids to CAs received (23/34 or 68%) was exceptional and exceeded NRG's expectation regarding expressions of interest in the assets.

- 26. The best non-binding letters of intent received were for the purchase of the PKCU by Ribbon and the Royalties by Emerald and the Receiver accepted (subject to execution of a binding agreement and Court approval) and advised both parties that they were the successful bidders.
- 27. Asset Purchase and Sale Agreements dated June 30, 2016 and July 5, 2016 were negotiated and executed by Ribbon and Emerald, respectively. The Receiver has received a 15% deposit in connection with each offer.
- 28. Due to the confidential nature of the information provided in the offers received on the PKCU and Royalties during the NRG Marketing Process, the Receiver is concerned that if the information is disclosed to third parties prior to the closing of the sale of the PKCU and Royalties, the disclosure could materially jeopardize the sale or, if the sale does not close, could materially jeopardize the value that the Receiver could subsequently obtain from the sale of the PKCU and Royalties. As such, the Receiver is respectfully of the view that it is appropriate that this Honourable Court grant the Receiver's request for a sealing of the following appendices to this Fourth Report:
 - a) the Receiver's analysis on the Ribbon APA and Emerald APA, which includes a summary of the offers received for the PKCU and Royalties in the NRG Marketing Process (Confidential Appendix A);
 - b) the Ribbon APA (Confidential Appendix B); and
 - c) the Emerald APA (Confidential Appendix C).

Receiver's Considerations and Recommendations

- 29. The Receiver considered the following when reviewing the Offers:
 - a) the Receiver was authorized to market and sell the Properties pursuant to section 3(k) of the Receivership order;

- b) the Properties were adequately exposed to the market in the NRG Marketing Process and Ribbon and Emerald, along with all other participants in the sales process, complied with NRG Marketing Process (i.e. the integrity of the process was upheld);
- c) the highest and best offer received respecting the PKCU and Royalties;
- d) the next highest offer received respecting the PKCU and Royalties;
- e) the size of the non-refundable deposit posted;
- the amount of representation, warranties and obligations contained in the offers;
- g) the overall execution risk associated with closing a transaction;
- h) the overall recovery to the significant stakeholders of Bumper; and
- the support of BMO, the first secured creditor of Bumper, with respect to the Receiver's execution of both the Ribbon APA and the Emerald APA.
- 30. The Receiver believes that the PKCU and Royalties have been adequately exposed to the marketplace through the efforts completed by NRG in the NRG Marketing Process in achieving the best and highest offers.
- 31. The Receiver believes that bidders in the NRG Marketing Process were treated equally and fairly.
- 32. The Receiver believes that the transaction contemplated in the Ribbon APA and Emerald APA is the best and highest offer available in the circumstances, and will garner the greatest recovery to the creditors in the Receivership Proceedings.

RECEIPTS AND DISBURSMENTS – FEBRUARY 16, 2016 TO JULY 8, 2016

33. The table below provides a summary of the actual cash flows for the Reporting Period, and contains the cash receipts and disbursements relating to Bumper.

Bumper Development Corporation Ltd In Receivership	
Statement of Receipts and Disbursements	February 16 to July 8, 2016
OPERATING RECEIPTS	
Oil and gas receipts	
Pekisko Gas receipts	82,754
Pekisko Oil receipts	617,002
Granlea gas receipts	7,716
PKCU receipts	71,206
Royalty receipts	17,172
Total Receipts	795,850
DISBURSEMENTS	
Surface rental and Royalty Costs	(41,149)
Pekisko Operating Costs	(298,603)
Other Operating Costs	(36,733)
Contractors	(72,514)
Total Operating Costs	(448,999)
Net operating receipts	346,851
NON-OPERATING RECEIPTS	1,643,554
NON-OPERATING DISBURSEMENTS	(197,452)
PROFESSIONAL FEES	(315,203)
Net change in cash flow	1,477,749
Opening qualitable each	F05 000
Opening available cash Net change in cash flow	595,908
Ending available cash	1,477,749
Linding available basil	2,073,657

- 34. Operating receipts during the Reporting Period, which included Oil, Gas and NGLs receipts and royalty receipts totalled \$795,850.
- 35. Operating disbursements during the Reporting Period totalled \$448,999, which include surface rental and royalty costs, operating costs, other oil and gas operating costs and land, engineering and field operator contractor fees.
- 36. Positive Net Operating receipts of \$346,851 are due to the timing of operating costs incurred and not paid in the Reporting Period. Bumper's oil and gas assets (mainly the Twining Assets) over the Reporting Period were generally operating at near or below breakeven on an accrual basis. The accrued expenses will be paid by the Receiver in the coming weeks and the net operating cash receipts reduced accordingly to close to nil. The Receiver will reserve sufficient cash to cover these expenses.
- 37. Non-operating receipts of \$1,643,554 primarily relates to the closing of the Forent APA of approximately \$1.6 million. The remaining balance mostly relates to the return of a legal retainer and other payments issued in the pre-filing period as a result of the Company's bank account being frozen at the Receivership Date.
- 38. Non-operating disbursements totaled \$197,452, which primarily relate to the following:
 - a) \$99,688 relating to the fees for the accounting contractors retained by the Receiver;
 - b) \$22,937 for the renewed Corporate Insurance Policy premiums for coverage until November 2016; and
 - c) \$74,827 relating to various indirect operating expenses such as licenses for the land system, fees for production accounting services, compliance and regulatory payments, rent for the head office, and GST payable.

- 39. Professional fees and costs of the Receiver and its counsel of \$315,203 were paid during the Reporting Period. Total estimated professional fees and costs of the Receiver and its counsel that has been incurred (but not paid) up to June 30, 2016 is approximately \$200,000 (excluding GST).
- 40. The ending cash balance as at July 8, 2016 was \$2,073,657.

PROPOSED FURTHER INTERIM DISTRIBUTION

- 41. Pursuant to paragraph 12 of the Receivership Order, the monies collected during the Receivership Proceedings, shall be held by the Receiver to be paid in accordance with the terms of the Receivership Order or any order of this Court.
- 42. The Receiver previously obtained an interim distribution order from this Honourable Court with respect to distributing the net sale proceeds from the closing of the Forent APA to BMO. As discussed in the First Report, the Receiver is advised by its counsel that BMO's security as against Bumper is valid and enforceable and ranks in priority of all other unsecured creditors and the Encana secured claim. If the Ribbon APA and Emerald APA are approved by this Court and the transactions close, upon filing the Receiver's Certificate, the Receiver recommends to also distribute to BMO (as a partial repayment of the indebtedness owing by Bumper to BMO) the net sale proceeds derived from the closing of the Ribbon and Emerald APA's, less an amount, to be determined at the Receiver's sole discretion, to be retained to cover future costs of the administration of the estate of Bumper.
- 43. Further, the Receiver respectfully recommends to also distribute to BMO, as a partial repayment of the indebtedness owing by Bumper to BMO, the net sale proceeds realized from the sale of the Statue and the cash proceeds realized by the estate with respect to the INIM Agreement, less an amount, to be determined at the Receiver's sole discretion, to be retained to cover future costs of the administration of the estate of Bumper. At present, the amount owed by Bumper

to BMO, according to the books and records are approximately \$11.3 million. The proposed interim distribution will not repay BMO in full.

44. Attached to this Report as Appendix D is an updated Alberta Personal Property Registry search respecting Bumper.

45. RECEIVER'S FUTURE COURSE OF ACTION

- 46. The Receiver anticipates that its next steps will include:
 - a) executing and filing the Receiver's Certificate with the Court in respect to the Forent APA;
 - b) finalizing and closing the Ribbon APA and Emerald APA, subject to Court approval;
 - c) continuing to work with CRA to have an audit performed by the CRA
 on Bumper's GST and source deductions;
 - d) closing Bumper's head office and terminating the office lease space to reduce operational costs and overhead;
 - e) evaluating the Receiver's ability to realize on Bumper's remaining, non-operated and abandoned oil and gas;
 - f) establishing a process to maximize the recovery of Bumper's remaining investments, artwork and other miscellaneous assets; and
 - g) filing, packaging and storing all relevant books and records of Bumper.

RECOMMENDATION

- 47. The Receiver respectfully recommends that this Honourable Court approve and grant:
 - the Approval and Vesting Orders sought by the Receiver in respect of the Ribbon APA and Emerald APA;
 - b) a Sealing Order with respect to the Confidential Appendices A, B andC to this Report; and
 - c) the Proposed Interim Distribution.

All of which is respectfully submitted this 15th day of July, 2016.

ALVAREZ & MARSAL CANADA INC., in its capacity as Receiver of Bumper Development Corporation Ltd. and Bumper Development Corporation

Tim Reid, CPA, CA, CIRP, LIT Senior Vice-President

Orest Konowalchuk, CPA, CA, CIRP, LIT Vice-President

CONFIDENTIAL APPENDIX A

CONFIDENTIAL APPENDIX B

CONFIDENTIAL APPENDIX C

APPENDIX D

Personal Property Registry Search Results Report

Search ID#: Z08150664

Page 1 of 9

Transmitting Party

ROSEWOOD SERVICES LIMITED PARTNERSHIP

3400, 350 7 AVENUE SW CALGARY, AB T2P 3N9 Party Code: 50095611 Phone #: 403 261 5359 Reference #: 261990.20066

Search ID #: Z08150664

Date of Search: 2016-Jul-15

Time of Search: 10:37:43

Business Debtor Search For:

BUMPER DEVELOPMENT CORPORATION

Inexact Result(s) Only Found

NOTE:

A complete Search may result in a Report of Exact and Inexact Matches.

Be sure to read the reports carefully.



Personal Property Registry Search Results Report

Page 2 of 9

Search ID#: Z08150664

Business Debtor Search For:

BUMPER DEVELOPMENT CORPORATION

Search ID #: Z08150664

Date of Search: 2016-Jul-15

Time of Search: 10:37:43

Registration Number: 91061803093

Registration Type: SECURITY AGREEMENT

Registration Date: 1991-Jun-18

Registration Status: Current

Expiry Date: 2021-Jun-18 23:59:59

This Registration covers a Security Agreement Registered before 1990-Oct-01 At:

Central Registry

Inexact Match on:

Debtor

No: 1

Amendments to Registration

91081915166	Amendment	1991-Aug-19
93092906481	Amendment	1993-Sep-29
96052700729	Amendment And Renewal	1996-May-27
01032933226	Amendment	2001-Mar-29
01061225841	Renewal	2001-Jun-12
06040432558	Renewal	2006-Apr-04
07010220502	Amendment	2007-Jan-02

Debtor(s)

Block 1

Status

BUMPER DEVELOPMENT CORPORATION LTD. #1501, 300 - 5TH AVENUE S.W. CALGARY, AB T2P3C4

Current

Secured Party / Parties

Block Status

BANK OF MONTREAL CBU 3 PLUS 15 3RD FLOOR 340-7 AVE SW 1 CALGARY, AB T2P0X4

Deleted by 93092906481

Personal Property Registry Search Results Report

Search ID#: Z08150664

Page 3 of 9

Block		Status
2	BANK OF MONTREAL - CORPORATE ADMINISTRATION FIRST CDN. CENTRE 24FL, 350-7 AVE S.W CALGARY, AB T2P3N9	Deleted by 01032933226
Block		Status
3	BANK OF MONTREAL 14TH FLR, 421 7 AVENUE S.W. CALGARY, AB T2P 3K9	Deleted by 07010220502
Block		Status
4	BANK OF MONTREAL 2200, 333 - 7 AVENUE S.W. CALGARY, AB T2P 2Z1	Current by 07010220502

Collateral: General Block Description

Block	Description	Status
1	DEBENTURE	Current
2	FLOATING CHARGE DEBENTURE	Current By 91081915166
3	ALL PRESENT AND AFTER ACQUIRED PROPERTY	Current By 91081915166
4	A SECURITY INTEREST IS TAKEN IN ALL OF THE DEBTOR'S PRESENT AND	Current By 93092906481
5	AFTER-ACQUIRED PERSONAL PROPERTY, ACCOUNTS, BOOK DEBTS,	Current By 93092906481
6	INTANGIBLES, INSTRUMENTS, MONEY, SECURITIES, CHATTEL PAPER,	Current By 93092906481
7	CHOSES IN ACTION, CLAIMS, JUDGEMENTS, INSURANCE PROCEEDS, DEEDS,	Current By 93092906481
8	INVOICES, DOCUMENTS, WRITING AND PAPERS.	Current By 93092906481
9	PROCEEDS: GOODS, CHATTEL PAPER, SECURITIES, DOCUMENTS OF TITLE,	Current By 93092906481
10	INSTRUMENTS, MONEY, INTANGIBLES.	Current By 93092906481
11	ALL PRESENT AND AFTER ACQUIRED PROPERTY	Current By 96052700729

<u>Particulars</u>

<u>Block</u>	Additional Information	<u>Status</u>
1	PREVIOUS REGISTRATION NUMBER C1444075	Current

Personal Property Registry Search Results Report

Page 4 of 9

Search ID#: Z08150664

Business Debtor Search For:

BUMPER DEVELOPMENT CORPORATION

Search ID #: Z08150664

Date of Search: 2016-Jul-15

Time of Search: 10:37:43

Registration Number: 91061803689

Registration Type: SECURITY AGREEMENT

Registration Date: 1991-Jun-18

Registration Status: Current

Expiry Date: 2021-Jun-18 23:59:59

This Registration covers a Security Agreement Registered before 1990-Oct-01 At:

Central Registry

Inexact Match on:

Debtor

No: 1

Amendments to Registration

91081915091	Amendment	1991-Aug-19
96052700794	Amendment And Renewal	1996-May-27
96082919612	Amendment	1996-Aug-29
01032933200	Amendment	2001-Mar-29
01061225973	Renewal	2001-Jun-12
06040432566	Renewal	2006-Apr-04
07010220536	Amendment	2007-Jan-02

Debtor(s)

Block Status

BUMPER DEVELOPMENT CORPORATION LTD. 1501, 300-5TH AVENUE S.W.

CALGARY, AB T2P3C4

Current

Secured Party / Parties

<u>Block</u> <u>Status</u>

1 BANK OF MONTREAL CBU 3 PLUS 15 3RD FLOOR 340-7 AVE SW

CALGARY, AB T2P0X4

Deleted by 96052700794

Personal Property Registry Search Results Report

Search ID#: Z08150664

Page 5 of 9

Current By 91081915091

Current By 91081915091

Block		Status
2	BANK OF MONTREAL - CORPORATE BANKING, ADMINISTRATI 24TH FLOOR, 350 7 AVENUE S.W. CALGARY, AB T2P 3N9	Deleted by 01032933200
Block		Status
3	BANK OF MONTREAL - CORPORATE BANKING, ADMINISTRATI 24TH FLOOR, 350 7 AVENUE S.W. CALGARY, AB T2P 3N9	Deleted by 96082919612
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4	BANK OF MONTREAL - CORPORATE BANKING, ADMINISTRATI 24TH FLOOR, 350 7 AVENUE S.W. CALGARY, AB T2P 3N9	Deleted by 96082919612
Block		Status
5	BANK OF MONTREAL - CORPORATE BANKING, ADMINISTRATI 24TH FLOOR, 350 7 AVENUE S.W. CALGARY, AB T2P 3N9	Deleted by 96082919612
Block		Status
6	BANK OF MONTREAL 14TH FLR, 421 7 AVENUE S.W. CALGARY, AB T2P 3K9	Deleted by 07010220536
Block		Status
7	BANK OF MONTREAL 2200, 333 - 7 AVENUE S.W. CALGARY, AB T2P 2Z1	Current by 07010220536
Collate	ral: General	
Block	Description	Status
1	GENERAL ASSIGNMENT OF DEBTS:	Current

Particulars

2

3

Block	Additional Information	<u>Status</u>
1		Current

ALL PRESENT AND AFTER-ACQUIRED ACCOUNT, CHATTEL PAPER AND

INSTRUMENTS AS DEFINED IN THE PERSONAL PROPERTIES SECURITY ACT.

Personal Property Registry Search Results Report

Search ID#: Z08150664

Page 6 of 9

1) PREVIOUS REGISTRATION #C1424858 2) FURTHER INFORMATION RELATING TO COLLATERAL: ALL PRESENT AND FUTURE ACCOUNTS, DEBTS AND OTHER INTANGIBLES, CHATTEL PAPER, DOCUMENTS OF TITLE, INSTRUMENTS, SECURITIES AND SECURITY INTERESTS AND ALL PROCEEDS THEREOF AND THEREFROM AND OTHER RIGHTS AND BENEFITS IN RESPECT THEREOF.

Personal Property Registry Search Results Report

Page 7 of 9

Search ID#: Z08150664

Business Debtor Search For:

BUMPER DEVELOPMENT CORPORATION

Search ID #: Z08150664

Date of Search: 2016-Jul-15

Time of Search: 10:37:43

Registration Number: 92120100331

Registration Date: 1992-Dec-01

Registration Type: LAND CHARGE

Registration Status: Current

Registration Term: Infinity

Inexact Match on:

Debtor

No: 1

Amendments to Registration

01032933234

Amendment

2001-Mar-29

07010220528

Amendment

2007-Jan-02

Debtor(s)

Block

1

1 BUMPER DEVELOPMENT CORPORATION LTD.

1501, 300 - 5TH AVENUE S.W. CALGRY, AB T2P3C4

Status Current

Secured Party / Parties

Block Status

BANK OF MONTREAL - CORPORATE ADMINISTRATION FIRST CDN. CENTRE 24FL, 350-7 AVE S.W CALGARY, AB T2P3N9

Deleted by 01032933234

Block Status

2 BANK OF MONTREAL

14TH FLR, 421 7 AVENUE S.W. CALGARY, AB T2P 3K9

Deleted by 07010220528

Block Status

BANK OF MONTREAL 2200, 333 - 7 AVENUE S.W. CALGARY, AB T2P 2Z1 3

Current by 07010220528

Personal Property Registry Search Results Report

Results Report Page 8 of 9

Search ID#: Z08150664

Business Debtor Search For:

BUMPER DEVELOPMENT CORPORATION

Search ID #: Z08150664

Date of Search: 2016-Jul-15

Time of Search: 10:37:43

Current

Current

Registration Number: 15091010863

Registration Type: SECURITY AGREEMENT

Registration Date: 2015-Sep-10

Registration Status: Current

Expiry Date: 2020-Sep-10 23:59:59

Inexact Match on:

Debtor

No: 1

Debtor(s)

Block Status

1 BUMPER DEVELOPMENT CORPORATION LTD.

1501, 300 - 5TH AVENUE SW CALGARY, AB T2P 3C4

Secured Party / Parties

<u>Block</u> <u>Status</u>

1 BANK OF MONTREAL 23RD FLOOR, 100 KING STREET WEST

TORONTO, ON M5X 1A1

Collateral: Serial Number Goods

Block Serial Number Year Make and Model Category Status

1 20057 2005 Bombardier BD100-1A10 AF - Aircraft Foreign Current

Particulars

Block Additional Information Status

The full name and address of the Secured Party is BANK OF MONTREAL, 23RD FLOOR, Current 1 FIRST CANADIAN PLACE, 100 KING STREET WEST, TORONTO, ON M5X 1A1

Personal Property Registry Search Results Report

Search ID#: Z08150664

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Business Debtor Search For:

BUMPER DEVELOPMENT CORPORATION

Search ID #: Z08150664

Date of Search: 2016-Jul-15

Time of Search: 10:37:43

Registration Number: 15092319449

Registration Type: SECURITY AGREEMENT

Registration Date: 2015-Sep-23

Registration Status: Current

Expiry Date: 2022-Sep-23 23:59:59

Inexact Match on:

Debtor

No: 1

Debtor(s)

Block <u>Status</u>

1 BUMPER DEVELOPMENT CORPORATION LTD.

1501, 300 - 5TH AVENUE SW CALGARY, AB T2P 3C4

Secured Party / Parties

Block Status

ENCANA CORPORATION 500 CENTRE STREET SE CALGARY, AB T2G 1A6 1

Collateral: General

Block Description **Status**

1 ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY OF THE DEBTOR

Current

Current

Current

Result Complete