

COURT FILE NUMBER 1301-07419

COURT

COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE

CALGARY

PLAINTIFF

TAKODA RESOURCES INC.

DEFENDANT

IMPACT 2000 INC.

IN THE MATTER OF THE RECEIVERSHIP OF  
IMPACT 2000 INC.

APPLICANT

ALVAREZ & MARSAL CANADA INC. in its  
capacity as Court-appointed Receiver and  
Manager of the assets, undertakings and property  
of IMPACT 2000 INC.

DOCUMENT

**ORDER (Discharge of the Receiver)**

ADDRESS FOR SERVICE  
AND CONTACT  
INFORMATION OF  
PARTY FILING THIS  
DOCUMENT

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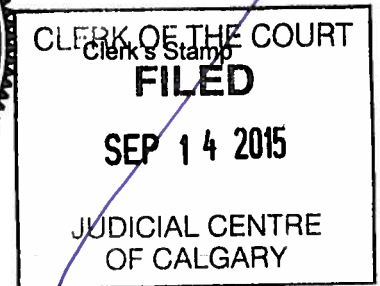
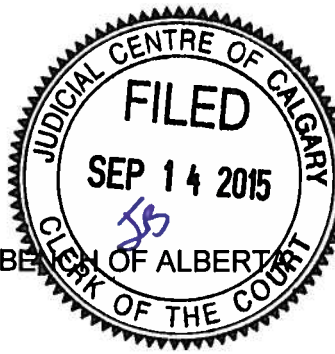
Attention: Kyle D. Kashuba  
File No. 01024275-0001

DATE UPON WHICH ORDER WAS PRONOUNCED: Monday, September 14, 2015

NAME OF JUSTICE WHO MADE THIS ORDER: The Honourable Madam Justice C. Dario

LOCATION OF HEARING: Calgary, Alberta

**UPON THE APPLICATION** of Alvarez & Marsal Canada Inc. in its capacity as Court-appointed receiver and manager (the "**Receiver**") of the assets, undertakings and property ("**Property**") of the Defendant, Impact 2000 Inc. ("**Impact**"); **AND UPON** having read the pleadings, proceedings, orders and other materials filed in this action, including the First Report of the Receiver, filed September 9, 2014 (the "**First Report**"); **AND UPON** hearing counsel for the Receiver, the Plaintiff Takoda Resources Inc. ("**Takoda**") and from any other interested



hereby certify this to be a true copy of  
the original **ORDER**  
Dated this 14 day of Sept 2015  
for Clerk of the Court

parties who may be present; **AND UPON** it appearing that all interested and affected parties have been served with notice of this Application; **AND UPON** it appearing that the relief requested is just, fair and appropriate in all the circumstances and in the best interests of the administration of the receivership estate;

**THE COURT IS CONVINCED AND HEREBY ORDERS AND DECLARES THAT:**

**Service:**

1. Service of the 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 the time for service of this Application is abridged to that actually given.

**Discharge of the Receiver:**

2. The Receiver is hereby authorized to have all of Impact's remaining books and records disposed of on or after September 30, 2015, unless the Receiver in its discretion delivers the said books and records to a party entitled to the same, as proposed in the First Report.
3. The Receiver is hereby authorized to withhold sufficient funds to pay for the storage, transfer and disposal of Impact's remaining books and records.
4. The professional fees, receipts and disbursements of the Receiver and those of its legal counsel are hereby approved.
5. The Receiver is hereby authorized to pay any remaining professional fees up to the discharge of the Receiver.
6. The Receiver's reported actions and those of its legal counsel to date in respect of administering the receivership and as described in the Receiver's First Report to the Court filed in this matter are hereby approved.
7. Upon the completion of the steps necessary to finalize the administration of the receivership estate, Alvarez & Marsal Canada Inc. is hereby unconditionally and

absolutely discharged as Receiver of the Property of Impact, and all duties, responsibilities and obligations connected therewith.

8. On the evidence before the Court, the Receiver has satisfied its obligations under and pursuant to the terms of the orders granted in the within proceeding up to and including the date hereof, and Alvarez & Marsal Canada Inc., in its capacities as set forth in these proceedings, shall not be liable for any act or omission on its part, or any reliance thereon, including without limitation, any act or omission pertaining to the discharge of its duties in these proceedings from time to time or with respect to any other duties or obligations, save and except for in cases of fraud, gross negligence or wilful misconduct on its part, or with leave of the Court as referred to in paragraph 9 of this Order. Subject to the foregoing, any claims against the Receiver in connection with the performance of its duties are hereby stayed, extinguished and forever barred.
9. No action or other proceeding shall be commenced against Alvarez & Marsal Canada Inc. in any way arising from or related to its capacity or conduct as Receiver, except with prior leave of this Court on notice to the Receiver and upon such terms as the Court may direct.
10. The Receiver is 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.
11. Service of this Order may be effected by sending a copy of this Order by email, facsimile transmission or by registered mail to the parties served with notice of this Application and to the parties we were in attendance at this Application, and further service of this Order is hereby dispensed with.

"C. Davio"

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Justice of the Court of Queen's Bench of Alberta