Clerk's Stamp

COURT FILE NUMBER	2101-00814
COURT	COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE	CALGARY
	IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, RSC 1985, c C-36, AS AMENDED
	IN THE MATTER OF CALGARY OIL & GAS SYNDICATE GROUP LTD., CALGARY OIL AND GAS INTERCONTINENTAL GROUP LTD. (IN ITS OWN CAPACITY AND IN ITS CAPACITY AS GENERAL PARTNER OF T5 SC OIL AND GAS LIMITED PARTNERSHIP), CALGARY OIL AND SYNDICATE PARTNERS LTD. and PETROWORLD ENERGY LTD.
PARTY FILING THIS DOCUMENT	WESTBRICK ENERGY LTD.
DOCUMENT	**AFFIDAVIT**
PARTY FILING THIS DOCUMENT	WESTBRICK ENERGY LTD.
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	Torys LLP 4600 Eighth Avenue Place East 525 - Eighth Ave SW Calgary, AB T2P 1G1 Attention: Kyle Kashuba Telephone: + 1 403.776.3744 Fax: +1 403.776.3800 Email: kkashuba@torys.com File No. 37464-2002

AFFIDAVIT OF MANINDER (MOE) MANGAT
Sworn on April 8, 2021

I, Maninder (Moe) Mangat, of Calgary, Alberta, SWEAR AND SAY THAT:

1. I am the Chief Operating Officer of Westbrick Energy Ltd. (the "**Westbrick**"), and, as such, I have personal knowledge of the matters and facts hereinafter sworn to, except where stated to be based on information and belief, and where so stated, I verily believe the same to be true.

Background

2. Westbrick is a private company founded in 2011 based in Calgary, Alberta and has an extremely strong and established track record of acquiring and developing oil and gas assets.

3. Westbrick has a consistent and considerable growth platform for creating shareholder value, and is an oil and natural gas company engaged in the exploration for, and the acquisition, development and production of, oil and natural gas reserves in Western Canada, and has 10 years of operating experience in the geographical area where the Assets (as defined below) are located, with current production of approximately 30,000 BOED (Barrels of Oil Equivalent per Day).

4. Westbrick is a creditor of T5 SC Oil and Gas Limited Partnership ("**T5**"), Calgary Oil & Gas Syndicate Group Ltd., Calgary Oil & Gas Intercontinental Group Ltd., Calgary Oil and Syndicate Partners Ltd. and Petroworld Energy Ltd. (collectively, the "**Companies**"), as a result of a Debt Purchase Agreement it has entered into with a number of certain of the Companies' former creditors, including, without limitation, 664961 Alberta Ltd., All Choice Rentals Ltd., Arbutus Production Services Ltd., Bailey's Welding and Construction Inc., Bernie Lublinkhof Welding Ltd., CTL Corrosion Technologies, Eldorado Pressure Service Ltd., Foothills Tank Rentals Ltd., Lamb's Trucking Ltd., Nelson Bros Oilfield Services (1997) Ltd., Rocky Mountain Valve Services Ltd., and Medicine River Oil Recyclers Ltd., pursuant to which Westbrick purchased certain outstanding indebtedness owed by all or certain of the Companies to the said creditors.

5. Pursuant to an Order that was granted by the Honourable Mr. Justice D.B. Nixon of the Court of Queen's Bench of Alberta (the "**Court**") on February 11, 2021, the Companies were granted relief under the provisions of the *Companies' Creditors Arrangement Act* (Canada) ("**CCAA**") proceeding (the "**CCAA Proceeding**"), and, *inter alia*, BDO Canada Limited was appointed as monitor (the "**Monitor**") of the Companies under the CCAA Proceeding.

Creditors Support of and the Benefits of the Westbrick Transaction to the Creditors

6. Westbrick has provided a purchase agreement (the "**Proposal**" or "**Purchase Agreement**") to the Companies and the Monitor, on behalf of all of the creditors. Westbrick understands that the Proposal is supported by Crown Capital Partner Funding, LP, by and through its general partner Crown Capital LP Partner Funding Inc. (collectively, "**Crown Capital**") the secured creditor of T5, and the Sunchild First Nation. The Purchase Agreement, which, is attached hereto as **Exhibit "A"**, includes the terms and conditions whereby Westbrick would acquire all of the Ferrier Area assets of T5 (the "**Assets**") within a specified area (the "**Westbrick Transaction**"), for a Purchase Price of $34,100,000 (the

"**Purchase Price Funds**"). The Westbrick Proposal has an approximate total value to creditors of $36,100,000 or more. For certainty, the $36,100,000, in addition to the cash Westbrick will provide, this amount is comprised of (a) approximately $500,000 of return of same to creditors related to cash collateral that is currently restricted for providing letters of credit; (b) $1,500,000 for the Companies' cash position at the Effective Time of the Westbrick Transaction. Attached hereto as **Exhibit "B"**, includes an executed Plan Support Agreement between Crown Capital and Westbrick, pursuant to which Crown Capital confirms its support of the Westbrick Transaction / Plan (defined below).

7. Westbrick anticipates closing to occur on or before May 31, 2021. Westbrick is ready, willing and able to close sooner than May 31, 2021 and can close within two business days of obtaining the last of such approvals and consent.

8. The Purchase Price Funds will fund the Plan (defined below) and is intended to fund the distributions to unsecured creditors after payment of any Post-Filing Payables and the Excluded Cure Costs (as such terms are defined in the Purchase Agreement), CCAA Charges (as defined in the Plan) and to the Unaffected Creditors (as defined in the Plan). The intention is for the funds that are remaining from the Purchase Price Funds after the payment of any Post-Filing Payables and the Excluded Cure Costs, CCAA Charges, all Priority Claims and claims of Unaffected Creditors (the "**Distribution Funds**"), to be distributed to the creditors on a *pro rata* basis. Unfortunately, as a claims process has not been conducted by the Companies and/or the Monitor, and therefore, we are unable to confirm with certainty the amount of Distribution Funds. My understanding is that such a process is typically completed in advance and prior to the proposal of such creditor-proposed plans being brought before the courts, which allow a creditor to receive greater certainty regarding the range of Distribution Funds. Hence, Westbrick supports an application for the completion of a claims procedure for the confirmation and adjudication of claims against T5.

9. The Sunchild First Nation, Crown Capital, and a number of other creditors of the Companies, noted below, have indicated their support of the Westbrick Transaction, which, in my opinion, include the following attractive features, among others:

   (a) The Purchase Price Funds are sufficient for: (i) full recovery of debt owed by T5 to Crown Capital; (ii) curing of amounts owing to the Sunchild First Nation and Sunchild Oil & Gas Ltd.; (iii) full to substantial recovery by all valid lienholders; and (iii) potential recovery of a portion of the debt owed by T5 to its unsecured creditors;

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(b) The Westbrick Transaction can be completed quickly and efficiently, which would reduce transaction, operating and administration costs and advisory fees, and maximize recovery of amounts owed by T5 to its creditors;

(c) Material third party consents are limited to an approval by Indian Oil and Gas Canada;

(d) Notification pursuant to the *Competition Act* (Canada) is not expected to be necessary;

(e) The Westbrick Transaction would not be contingent on any financing condition;

(f) Westbrick has a successful track record of closing deals of this magnitude;

(g) Westbrick is a successful and credible operator, has a track record demonstrating good operating practices and compliance with all applicable laws and regulations, as operator and licensee of a large base of assets is in good standing with the Alberta Energy Regulator and holds an LMR of 13.09 (as of March 6, 2021); and

(h) Upon gaining access to the Assets and T5's files, records and other information respecting the Assets, Westbrick will complete its confirmatory due diligence within 3 business days of receiving such access.

10. Attached hereto as **Exhibit "C"** is a copy of a Support Letter Westbrick received from Trican Well Services Ltd., confirming its support of the Westbrick Transaction. The following creditors also provided support letters similar to that of Trican's, confirming their support of the Westbrick Transaction:

(a) Savanna Drilling Corp.
(b) Blackstone Drilling Fluids Limited
(c) Colter Energy LP
(d) X-Site Energy Services
(e) Nexsource Power Electric & Controls Inc.
(f) Fedmet Tubulars
(g) Energetic Services Inc.
(h) Isolation Equipment Services
(i) Ted Beath Welding Ltd.
(j) High Country Oilfield Transportation Inc.
(k) Longhorn Oilfield Services
(l) Silver Springs Enterprises Ltd.

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(m) Thru Tubing Solutions

(n) 908750 Alberta Ltd O/A Shane Muyres Trucking

(o) Impulse Downhole Tools

(p) Hayduk Picker Service Ltd.

(q) 1684366 Alberta Ltd. (Lyle Mcgratton)

(r) Neway Oilfield Services

(s) Tryson Energy Services Inc

(t) Enercorp Sand Solutions

(u) Core Completions

(v) High Arctic Energy Services

(w) Goliath Snubbing Ltd.

(x) Total Oilfield Rentals LP

(y) Iron Man Energy

(z) Certarus Ltd.

(aa) Silverback Steam & Heating Rentals Inc.

11. Notably, Westbrick has support of creditors with the aggregate of over $5,080,000 of debt. These creditors represent 44.5% of the total amount owed to unsecured creditors. Alternatively, when combined with the support from Crown, Westbrick has support from 84.5% of the amount owed all the creditors. In order to come to the noted calculations, I utilized the list of creditors updated February 11, 2021, and totaled the sum of the amount owing to the creditors who provided support letters, and conducted certain calculations related thereto to come to the amounts noted herein.

Sunchild First Nation's Serious Concerns about the Spartan Transaction

12. While Ryan Martin ("**Mr. Martin**"), the President, Secretary and sole director of certain of the Companies stated at paragraph 13(e) of his Affidavit sworn on February 22, 2021 that:

> "...the Sunchild First Nation has expressed its desire that the operatorship of the Ferrier assets remain with Intercontinental and the Limited Partnership. I understand the Sunchild First Nation is not supportive of a new or different operator team for the Ferrier assets, and its concerns and preference should be given credence given the existence of a potential restructuring transaction at this time.",

13. I confirm that Sunchild First Nation has advised that this statement no longer remains accurate, and that the Sunchild First Nation prefers that the Westbrick Transaction is approved by this Honourable Court.

14. In fact, on April 8, 2021, the Sunchild First Nation wrote a letter to express their "concerns with the Companies' proposed sale of partnership units to Spartan Delta Corp. ("**Spartan**")" (the "**Spartan Transaction**"). They highlighted that they are a key stakeholder of the Companies as the First Nation where substantially all of the Companies' assets are located. They stated that if a "transaction that divests control of the Companies into the hands of Spartan, while retaining the Companies as the owners of the assets on our Reserve causes us significant concern. In contrast, we view a proposed asset sale of the Companies' assets to Westbrick Energy Ltd. as more favourable to Sunchild and the extensive list of the Companies' unsecured creditors." We have attached hereto as **Exhibit "D"** a copy of the Sunchild First Nation's letter of support regarding the Westbrick Transaction, which outlines in detail their serious concerns regarding the Spartan Transaction and their support for the Westbrick Transaction. For ease of reference, the following three paragraphs highlight Sunchild First Nation's concerns regarding the Spartan Transaction:

> First, Spartan lacks a track record as a proven oil and gas producer. We understand Spartan obtained substantially all of the oil and gas assets at O'Chiese First Nation ("**O'Chiese**") in 2020 pursuant to the CCAA proceedings of Bellatrix Exploration Ltd. Prior to this acquisition, Spartan was a penny stock known as Return Energy Inc. While the Companies have largely honoured their contractual commitments to Sunchild, they obviously have not honoured their commitments to most service providers that are essential to the safe and proper development of the resources on our Reserve. Given the evidence of substantial indebtedness by the Companies that emerged in these CCAA proceedings, we no longer trust that they can effectively operate the assets on our Reserve in a financially sustainable manner going forward, nor do we trust Spartan as effectively a new company that has not engaged with us.
>
> Second, Spartan's existing relationship with O'Chiese may prejudice Sunchild. Spartan is the primary gas producer at O'Chiese, our direct neighbour with whom we share a border between our Reserves. In fact, Spartan has joint venture arrangements with O'Chiese where O'Chiese participates in the development and processing of gas on their Reserve. This may create conflict between Spartan, O'Chiese and Sunchild. In addition, we believe Spartan's ownership of the Companies could prejudice Sunchild when it comes to communications and resolving the inevitable differences that arise during gas extraction in the backyards of our homes and the homes of our members.
>
> Third, we understand that the Companies refused to have meaningful discussions with Westbrick that would have allowed Westbrick to provide a binding offer, preferring instead to negotiate exclusively with Spartan. We do not understand how the Companies can be permitted to not disclose the terms of the Spartan transaction and yet release details of the Westbrick offer. We are left to speculate on the terms of the Spartan proposal but it appears based on its structure that it retains ownership or other benefits to the owners of the Companies and unlike the Westbrick transaction does not transparently flow through all consideration to the benefit of the creditors of the Companies.

15. In addition, Sunchild First Nation has also confirmed that they will consent to the assignment of the applicable agreements between Sunchild First Nation and T5 and therefore, an Assignment Order related to same is not required (which in turn, will help minimize costs to the estate of the Companies

and unnecessary costs being incurred, which will be detrimental to the creditors of the Companies), and that they agree to provide the necessary band council resolution to approve the transfer of the Assets.

16. Westbrick has all funds on hand that Westbrick shall need to consummate the purchase of the Assets and the Westbrick Transaction and assume the assumed liabilities. As of the Closing and immediately after consummating the transactions contemplated by the Purchase Agreement, Westbrick: (a) will not be insolvent (either because its financial condition is such that the sum of its debts is greater than the fair value of its assets or because the present fair value of its assets will be less than the amount required to pay its probable liability on its debts as they become absolute and matured); (b) will have capital or access to capital to reasonably fund its business; and (c) will not have incurred debts (including the aforementioned credit facility) beyond its ability to repay as they become due.

17. Westbrick has made numerous efforts to contact the Companies and the Monitor, including their respective counsel to discuss the Westbrick Transaction and to initiate a dialogue regarding the sale of the Assets.

Third Party Transaction

18. For the above reasons, and others, it is Westbrick's and certain of the other creditors of the Companies' respective views that the Westbrick Transaction is more beneficial to unsecured creditors and such transaction is preferred over the Third Party Transaction that was contemplated in the Second Amended and Restated Initial Order, which was before the Court on March 4, 2021. In our respectful view, the Third Party Transaction would have not seen the same recovery for the unsecured creditors. The Westbrick Transaction offers security for the creditors and Westbrick, a sophisticated buyer, has all funds on hand that Westbrick shall need to consummate the purchase of the Assets and the support of certain key stakeholders, including the Sunchild First Nation.

19. Westbrick representatives had been in correspondence with the management team of T5 prior to the commencement of the CCAA Proceedings, as Westbrick had been aware of the difficult financial circumstances that T5 was inundated with and the fact that Westbrick had been interested in purchasing the very Assets that are the subject matter of the Purchase Agreement (prior to the CCAA Proceedings). On March 12, which was well after the Court heard the Companies' application (on March 4, 2021) seeking the extension of the stay period to allow the Companies to complete the transaction with the Third Party, Westbrick was contacted by two individuals who claimed that they were representatives of the Third Party to discuss a financing arrangement whereby the assets would be transferred to Westbrick at an attractive valuation in exchange for a finder's fee or a carried interest.

These subject discussions occurred over a telephone call between myself and the two representatives of the Third Party – details and names of whom I would be pleased to provide, should this Court require same. In addition, one of the representatives of the Third Party, stated, in his email to me dated March 16, 2021, that he is contacting me to "fully work with ...[me]... and the Westbrick team to properly transition day to day governance of the T5 assets by having Westbrick participate in a meaningful way in ...[the Third Party's]... upcoming financing" of its potential purchase of the Assets as his "team is working ... on closing ...[their]... court approved process" related to the LOI referenced in the Companies' application that was heard on March 4, 2021.

20. During my correspondence with Mr. Martin, he advised that he was working with the Third Party and at no point did he disclose their engagement with Spartan – during this time, T5 was aware of Westbrick's interest but failed to engage Westbrick. They also failed to provide information Westbrick requested (directly/indirectly through its legal counsel) (e.g. net cash position, etc) of T5 to allow Westbrick to provide a binding offer / purchase agreement. Given the foregoing noted correspondence and telephone discussions between myself and the representative of the Third Party, it is clear that the Companies intend to dispose of the Assets and I verily believed and believe that the Third Party transaction was and is highly uncertain. As such, it is only fair and reasonable for the creditors of the Companies that the Court consider the Westbrick Transaction to ensure that the highest value for the Assets is obtained and as a result of same, minimize any further losses to the creditors of the Companies, particularly given that Westbrick has offered, what in its view is, a purchase price that is not only fair and reasonable, but also above market.

21. Westbrick has been working to understand the offset obligation that T5 would have to meet (detailed listing is set forth below). T5 would either have to drill wells or pay compensatory royalty to offset the drainage. Due to activity by offset operators, the resource could be getting drained and to appropriate manage this issue T5 would be required to have sufficient capital to drill wells. While they can show extenuating circumstance (i.e. COVID-19) to buy some time on offset obligations, they still need sufficient capitalization to appropriately meet these obligations. It is unclear whether the current LOI with Spartan or the Third Party would provide sufficient funds; however, Westbrick's capitalization would be sufficient to manage this dynamic. Below are the instances where Westbrick believes that the compensatory royalty is required to be paid by T5.

Trigger Well (Off-reserve)	On-reserve Spacing Unit
00/03-23-042-10W5/00	22-042-10W5
00/04-36-042-10W5/00	35-042-10W5
00/01-19-043-09W5/00	18-043-09W5
00/10-21-043-10W5/00	15-043-10W5
00/02-25-043-10W5/02	24-043-10W5

Westbrick also has reason to believe that other offset notices have recently been sent or will be sent shortly.

Restructuring Efforts

22. The Companies have made several attempts to restructure and the Courts have been more than reasonable in allowing the Companies to consider same, to, according to my knowledge, no avail. In fact, on March 4, 2021, the Honourable Mr. Justice D.B. Nixon heard a motion by the Companies for (among other things) a further extension of the stay of proceedings, which would, *inter alia*, allow the Companies to "engage and pursue a transaction with the Third Party and canvass potential restructuring options" (paragraph 10 of the Companies' Application heard on March 4, 2021) and such relief was granted up to and including April 15, 2021. It does not appear the subject restructuring option has completed, and such additional time did not result in any executable proposals for a recapitalization or sale transaction. Despite multiple outreach efforts to potential new investors, the Companies have been unable to materialize on any new capital raises.

23. Given the lack of any meaningful progress by the Companies in bringing forward a viable plan of compromise or arrangement, despite suggestions to stakeholders over the past many months that management had a pending deal in place, and given that the efforts of the Companies, to my knowledge, have not materialized, it is only fair and reasonable that the Westbrick Transaction and the Plan be considered by the unsecured creditors and, if approved, the Westbrick Transaction and the Plan should be approved by the Court for the reasons noted above, and to minimize any further losses and damages caused to the creditors of the Companies.

Plan of Arrangement

24. In light of the uncertainties surrounding the Companies' restructuring efforts, Westbrick has proposed its own, fully particularized plan of compromise and arrangement (the "**Plan of Arrangement**" or the "**Plan**") pursuant to the CCAA, which plan is comprehensive and tangible and which is attached to the Application of Westbrick seeking an order for the convening, holding, and conducting of a

Creditors' meeting related to same. The Plan is intended to effect the distribution of the Distribution Funds Westbrick will be obligated to provide to the Monitor for, *inter alia*, distribution to the creditors of T5 pursuant to the Westbrick Transaction and payment of the Proven Claims (as defined in the Plan) as set forth in Article 3 and Article 4 of the Plan, and to effect a full, final and irrevocable compromise, release, discharge, cancellation and bar of all Settled Claims (as defined in the Plan) against the Released Parties (as defined in the Plan) and T5.

25. The Plan is put forward in the expectation that the Creditors (as defined in the Plan), when considered as a whole, will derive a greater and more certain benefit from the implementation of the Plan than they would in the event of a bankruptcy or forced liquidation of T5 or the Companies.

26. Below is a brief overview of the Plan:

(a) The Plan provides for a distribution of the Purchase Price Funds to the Creditors within thirty (30) days of the Plan Implementation Date (as defined in the Plan) in the following manner:

(i) payment in full of any Post-Filing Payables and the Excluded Cure Costs, CCAA Charges, and to the Unaffected Creditors;

(ii) payment in full of each and every Priority Claims (as defined in the Plan). It is to be noted that, to the best knowledge of Westbrick, no such Priority Claim exists; and

(iii) payment of the remainder of the Distribution Funds to the Creditors, excluding those mentioned in sub-paragraph 2.2 (a) of the Plan, on a *pro rata* basis among them.

(b) Section 3.1 of the Plan provides that all Creditors shall constitute a single class and all Creditors shall vote as a single class.

(c) To the extent that the Plan is approved by the required majority of Creditors, the Plan sanction hearing would be held no later than on or before June 1, 2021 (subject to the availability of the Court) to request the Approval Order.

(i) In my view, this will provide ample time for relevant stakeholders to advance any arguments they wish to make on the fairness of the Plan.

(d) The parties must then await the expiry of the deadlines for any appeal of the Approval Order and the Approval and Vesting Order to become a Final Order.

(e) Once the Approval Order has become a Final Order, Westbrick will deliver to the Monitor the Purchase Price Funds within no more than ten (10) days following their receipt of the Monitor's written notice certifying that the Approval Order became a Final Order.

(f) Subject to the terms of the Plan, the Monitor will proceed with disbursement of funds within thirty (30) days of the Plan Implementation Date.

27. The Westbrick Proposal represents compelling value for the Assets, with the value for production implied by the Purchase Price ($12,662 per BOEPD) is 209% greater than that received for the sale of similar adjacent assets (assets of Bellatrix Exploration through a CCAA process announced April 23, 2020). Furthermore, the production multiple offered by Westbrick is 35% higher than the equivalent multiples paid for Jupiter Resources Ltd. by Tourmaline Oil Corporation ($9,343 BOED) and Painted Pony Energy Limited by Canadian Natural Resources Limited ($9,315 per BOED). Due to the natural decline associated with the subject assets, the production is likely lower than the disclosed production rate as of February 1, 2021 (2,693 BOEPD) which, in my view, implies an even higher multiple is being paid by Westbrick.

28. In my view, Westbrick has carefully considered the current situation and circumstances and believes that such circumstances warrant a creditor-led CCAA proposal, and that the Plan presents the best alternative for T5's stakeholders and based on the information we have obtained, the Plan is a workable and realistic plan with a high probability of success: there will likely be funds available to unsecured creditors based on the information Westbrick has obtained, and the secured creditors are likely to be paid in full, and the Companies should be substantially free from past burdens and poised for future success. This, of course, is subject to confirmation upon a completion of a Claims Procedure.

The Meeting Order

29. The key features of the Meeting Order are listed below. A copy of the proposed Meeting Order is attached at Schedule "A" to Westbrick's Application. *The outstanding dates noted herein require input from the Monitor and will be finalized in due course.* Capitalized terms used herein are defined in the Meeting Order.

(a) The Meeting Order provides for a plan of compromise or arrangement with respect to T5 that may be filed by any interested party other than Westbrick, with the approval of this Court, on or before ■, 2021, as same may be amended, varied or supplemented, from time to time, in accordance with its terms (the "**Alternative Plan**"), and therefore, allows the creditors with greater flexibility to consider any other plans any interested parties with standing may propose. In order for any Alternative Plan submitted by any third party to be considered and voted

upon at the Creditors' Meeting, the party filing said Alternative Plan shall have obtained, by no later than ■, 2021, an order of this Court authorizing the filing of such Alternative Plan.

(b) The Monitor is authorized to call, hold and conduct the Creditors' Meeting on the Meeting Date (■), at an electronic location to be determined by the Monitor, in consultation with Westbrick, for the purpose of considering and, if appropriate, approving the Westbrick Plan and any Alternative Plan.

(c) The Monitor may appoint scrutineers for the supervision and tabulation of the attendance, quorum and votes cast at the Creditors' Meeting.

(d) The Companies and Westbrick shall be entitled to examine any and all Proofs of Claim received by the Monitor as well as to examine the tabulation of the attendance, quorum and votes by the scrutineers appointed by the Monitor.

(e) The Monitor shall publish on the Monitor's Website and send the following documents to the Service List and to all known Creditors, by prepaid regular mail, courier, fax or email, by no later than 5:00 p.m. (Calgary time) on or about ■, 2021:

(i) Copy of the First Notice to Creditors; and

(ii) a copy of the Claims Procedure Materials (as said term is to be defined in the Claims Procedure Order).

(f) The Monitor shall publish on the Monitor's Website and send the following documents (collectively the "**Meeting Materials**") to the Service List and all known Creditors, by prepaid regular mail, courier, fax or email, by no later than 5:00 p.m. (Calgary time) on ■, 2021:

(i) a copy of the Second Notice to Creditors, which will include a reference to the Monitor's Website where Creditors may access copies of the present order;

(ii) a copy of the Westbrick Plan, and, if applicable, any Alternative Plan; and

(iii) a copy of the Voting Letter and Proxy.

(g) on or before 5:00 p.m. Calgary time, on ■, 2021, the Monitor shall publish on the Monitor's Website and send to the Service List the Monitor's report on the Westbrick Plan and, where

applicable, any Alternative Plan, and upon receipt of a request to that effect by any Voting Creditor after ■, 2021, send by email a copy of said report to any such Voting Creditor;

30. Following the Meeting, Westbrick will seek an Order from the Court no later than on or before June 1, 2021, seeking an order approving and sanctioning the Plan.

Conclusion

31. It is not clear why the Companies did not engage Westbrick and address the necessary requests for them to provide a binding offer from the onset, however, pursuant to conversations I had with Mr. Ryan Martin, it appeared that, and in my personal view, any proposal by Westbrick would need to be tied to a solution for another entity, with whom Mr. Martin may have an interest.

32. The Westbrick Transaction in conjunction with the Plan will preserve the value of the business of the Companies for the benefit of all of the Companies' stakeholders, including Crown Capital, trade creditors, the Sunchild First Nation and the AER.

33. In light of the foregoing, I believe that the order sought by Westbrick is reasonable, just and convenient.

34. Due to the circumstances of the COVID-19 pandemic, I am unable to be physically present to swear in this Affidavit. I, however, was linked by way of video technology to the Notary Public notarizing this Affidavit.

35. Attached hereto and collectively marked as **Exhibit "E"** is a Certificate of Commissioning by Videoconference, completed by the commissioner to this my Affidavit, confirming that the commissioner is satisfied that the process of swearing this my Affidavit by way of video technology is necessary because it is either impossible or unsafe, for medical reasons, for myself and the commissioner to be physically present together.

36. I swear this affidavit in support of an application for the approval of the Creditors' Meeting Order, which allow the creditors of the T5 to convene, hold and conduct a creditors meeting with respect to the Plan of Arrangement proposed by Westbrick.

SWORN BEFORE ME at Calgary, Alberta, this 8 day of April, 2021. ____________________ Notary Public and Commissioner for Oaths in and for the Province of Alberta	))))))))))	____________________ **MANINDER (MOE) MANGAT**

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3. Westbrick has a consistent and considerable growth platform for creating shareholder value, and is an oil and natural gas company engaged in the exploration for, and the acquisition, development and production of, oil and natural gas reserves in Western Canada, and has 10 years of operating experience in the geographical area where the Assets (as defined below) are located, with current production of approximately 30,000 BOED (Barrels of Oil Equivalent per Day).

4. Westbrick is a creditor of T5 SC Oil and Gas Limited Partnership ("**T5**"), Calgary Oil & Gas Syndicate Group Ltd., Calgary Oil & Gas Intercontinental Group Ltd., Calgary Oil and Syndicate Partners Ltd. and Petroworld Energy Ltd. (collectively, the "**Companies**"), as a result of a Debt Purchase Agreement it has entered into with a number of certain of the Companies' former creditors, including, without limitation, 664961 Alberta Ltd., All Choice Rentals Ltd., Arbutus Production Services Ltd., Bailey's Welding and Construction Inc., Bernie Lublinkhof Welding Ltd., CTL Corrosion Technologies, Eldorado Pressure Service Ltd., Foothills Tank Rentals Ltd., Lamb's Trucking Ltd., Nelson Bros Oilfield Services (1997) Ltd., Rocky Mountain Valve Services Ltd., and Medicine River Oil Recyclers Ltd., pursuant to which Westbrick purchased certain outstanding indebtedness owed by all or certain of the Companies to the said creditors.

5. Pursuant to an Order that was granted by the Honourable Mr. Justice D.B. Nixon of the Court of Queen's Bench of Alberta (the "**Court**") on February 11, 2021, the Companies were granted relief under the provisions of the *Companies' Creditors Arrangement Act* (Canada) ("**CCAA**") proceeding (the "**CCAA Proceeding**"), and, *inter alia*, BDO Canada Limited was appointed as monitor (the "**Monitor**") of the Companies under the CCAA Proceeding.

Creditors Support of and the Benefits of the Westbrick Transaction to the Creditors

6. Westbrick has provided a purchase agreement (the "**Proposal**" or "**Purchase Agreement**") to the Companies and the Monitor, on behalf of all of the creditors. Westbrick understands that the Proposal is supported by Crown Capital Partner Funding, LP, by and through its general partner Crown Capital LP Partner Funding Inc. (collectively, "**Crown Capital**") the secured creditor of T5, and the Sunchild First Nation. The Purchase Agreement, which, is attached hereto as **Exhibit "A"**, includes the terms and conditions whereby Westbrick would acquire all of the Ferrier Area assets of T5 (the "**Assets**") within a specified area (the "**Westbrick Transaction**"), for a Purchase Price of $34,100,000 (the

"**Purchase Price Funds**"). The Westbrick Proposal has an approximate total value to creditors of $36,100,000 or more. For certainty, the $36,100,000, in addition to the cash Westbrick will provide, this amount is comprised of (a) approximately $500,000 of return of same to creditors related to cash collateral that is currently restricted for providing letters of credit; (b) $1,500,000 for the Companies' cash position at the Effective Time of the Westbrick Transaction. Attached hereto as **Exhibit "B"**, includes an executed Plan Support Agreement between Crown Capital and Westbrick, pursuant to which Crown Capital confirms its support of the Westbrick Transaction / Plan (defined below).

7. Westbrick anticipates closing to occur on or before May 31, 2021. Westbrick is ready, willing and able to close sooner than May 31, 2021 and can close within two business days of obtaining the last of such approvals and consent.

8. The Purchase Price Funds will fund the Plan (defined below) and is intended to fund the distributions to unsecured creditors after payment of any Post-Filing Payables and the Excluded Cure Costs (as such terms are defined in the Purchase Agreement), CCAA Charges (as defined in the Plan) and to the Unaffected Creditors (as defined in the Plan). The intention is for the funds that are remaining from the Purchase Price Funds after the payment of any Post-Filing Payables and the Excluded Cure Costs, CCAA Charges, all Priority Claims and claims of Unaffected Creditors (the "**Distribution Funds**"), to be distributed to the creditors on a *pro rata* basis. Unfortunately, as a claims process has not been conducted by the Companies and/or the Monitor, and therefore, we are unable to confirm with certainty the amount of Distribution Funds. My understanding is that such a process is typically completed in advance and prior to the proposal of such creditor-proposed plans being brought before the courts, which allow a creditor to receive greater certainty regarding the range of Distribution Funds. Hence, Westbrick supports an application for the completion of a claims procedure for the confirmation and adjudication of claims against T5.

9. The Sunchild First Nation, Crown Capital, and a number of other creditors of the Companies, noted below, have indicated their support of the Westbrick Transaction, which, in my opinion, include the following attractive features, among others:

   (a) The Purchase Price Funds are sufficient for: (i) full recovery of debt owed by T5 to Crown Capital; (ii) curing of amounts owing to the Sunchild First Nation and Sunchild Oil & Gas Ltd.; (iii) full to substantial recovery by all valid lienholders; and (iii) potential recovery of a portion of the debt owed by T5 to its unsecured creditors;

(b) The Westbrick Transaction can be completed quickly and efficiently, which would reduce transaction, operating and administration costs and advisory fees, and maximize recovery of amounts owed by T5 to its creditors;

(c) Material third party consents are limited to an approval by Indian Oil and Gas Canada;

(d) Notification pursuant to the *Competition Act* (Canada) is not expected to be necessary;

(e) The Westbrick Transaction would not be contingent on any financing condition;

(f) Westbrick has a successful track record of closing deals of this magnitude;

(g) Westbrick is a successful and credible operator, has a track record demonstrating good operating practices and compliance with all applicable laws and regulations, as operator and licensee of a large base of assets is in good standing with the Alberta Energy Regulator and holds an LMR of 13.09 (as of March 6, 2021); and

(h) Upon gaining access to the Assets and T5's files, records and other information respecting the Assets, Westbrick will complete its confirmatory due diligence within 3 business days of receiving such access.

10. Attached hereto as **Exhibit "C"** is a copy of a Support Letter Westbrick received from Trican Well Services Ltd., confirming its support of the Westbrick Transaction. The following creditors also provided support letters similar to that of Trican's, confirming their support of the Westbrick Transaction:

(a) Savanna Drilling Corp.

(b) Blackstone Drilling Fluids Limited

(c) Colter Energy LP

(d) X-Site Energy Services

(e) Nexsource Power Electric & Controls Inc.

(f) Fedmet Tubulars

(g) Energetic Services Inc.

(h) Isolation Equipment Services

(i) Ted Beath Welding Ltd.

(j) High Country Oilfield Transportation Inc.

(k) Longhorn Oilfield Services

(l) Silver Springs Enterprises Ltd.

(m) Thru Tubing Solutions

(n) 908750 Alberta Ltd O/A Shane Muyres Trucking

(o) Impulse Downhole Tools

(p) Hayduk Picker Service Ltd.

(q) 1684366 Alberta Ltd. (Lyle Mcgratton)

(r) Neway Oilfield Services

(s) Tryson Energy Services Inc

(t) Enercorp Sand Solutions

(u) Core Completions

(v) High Arctic Energy Services

(w) Goliath Snubbing Ltd.

(x) Total Oilfield Rentals LP

(y) Iron Man Energy

(z) Certarus Ltd.

(aa) Silverback Steam & Heating Rentals Inc.

11. Notably, Westbrick has support of creditors with the aggregate of over $5,080,000 of debt. These creditors represent 44.5% of the total amount owed to unsecured creditors. Alternatively, when combined with the support from Crown, Westbrick has support from 84.5% of the amount owed all the creditors. In order to come to the noted calculations, I utilized the list of creditors updated February 11, 2021, and totaled the sum of the amount owing to the creditors who provided support letters, and conducted certain calculations related thereto to come to the amounts noted herein.

Sunchild First Nation's Serious Concerns about the Spartan Transaction

12. While Ryan Martin (**"Mr. Martin"**), the President, Secretary and sole director of certain of the Companies stated at paragraph 13(e) of his Affidavit sworn on February 22, 2021 that:

> "…the Sunchild First Nation has expressed its desire that the operatorship of the Ferrier assets remain with Intercontinental and the Limited Partnership. I understand the Sunchild First Nation is not supportive of a new or different operator team for the Ferrier assets, and its concerns and preference should be given credence given the existence of a potential restructuring transaction at this time.",

13. I confirm that Sunchild First Nation has advised that this statement no longer remains accurate, and that the Sunchild First Nation prefers that the Westbrick Transaction is approved by this Honourable Court.

14. In fact, on April 8, 2021, the Sunchild First Nation wrote a letter to express their "concerns with the Companies' proposed sale of partnership units to Spartan Delta Corp. ("**Spartan**")" (the "**Spartan Transaction**"). They highlighted that they are a key stakeholder of the Companies as the First Nation where substantially all of the Companies' assets are located. They stated that if a "transaction that divests control of the Companies into the hands of Spartan, while retaining the Companies as the owners of the assets on our Reserve causes us significant concern. In contrast, we view a proposed asset sale of the Companies' assets to Westbrick Energy Ltd. as more favourable to Sunchild and the extensive list of the Companies' unsecured creditors." We have attached hereto as **Exhibit "D"** a copy of the Sunchild First Nation's letter of support regarding the Westbrick Transaction, which outlines in detail their serious concerns regarding the Spartan Transaction and their support for the Westbrick Transaction. For ease of reference, the following three paragraphs highlight Sunchild First Nation's concerns regarding the Spartan Transaction:

> First, Spartan lacks a track record as a proven oil and gas producer. We understand Spartan obtained substantially all of the oil and gas assets at O'Chiese First Nation ("**O'Chiese**") in 2020 pursuant to the CCAA proceedings of Bellatrix Exploration Ltd. Prior to this acquisition, Spartan was a penny stock known as Return Energy Inc. While the Companies have largely honoured their contractual commitments to Sunchild, they obviously have not honoured their commitments to most service providers that are essential to the safe and proper development of the resources on our Reserve. Given the evidence of substantial indebtedness by the Companies that emerged in these CCAA proceedings, we no longer trust that they can effectively operate the assets on our Reserve in a financially sustainable manner going forward, nor do we trust Spartan as effectively a new company that has not engaged with us.
>
> Second, Spartan's existing relationship with O'Chiese may prejudice Sunchild. Spartan is the primary gas producer at O'Chiese, our direct neighbour with whom we share a border between our Reserves. In fact, Spartan has joint venture arrangements with O'Chiese where O'Chiese participates in the development and processing of gas on their Reserve. This may create conflict between Spartan, O'Chiese and Sunchild. In addition, we believe Spartan's ownership of the Companies could prejudice Sunchild when it comes to communications and resolving the inevitable differences that arise during gas extraction in the backyards of our homes and the homes of our members.
>
> Third, we understand that the Companies refused to have meaningful discussions with Westbrick that would have allowed Westbrick to provide a binding offer, preferring instead to negotiate exclusively with Spartan. We do not understand how the Companies can be permitted to not disclose the terms of the Spartan transaction and yet release details of the Westbrick offer. We are left to speculate on the terms of the Spartan proposal but it appears based on its structure that it retains ownership or other benefits to the owners of the Companies and unlike the Westbrick transaction does not transparently flow through all consideration to the benefit of the creditors of the Companies.

15. In addition, Sunchild First Nation has also confirmed that they will consent to the assignment of the applicable agreements between Sunchild First Nation and T5 and therefore, an Assignment Order related to same is not required (which in turn, will help minimize costs to the estate of the Companies

and unnecessary costs being incurred, which will be detrimental to the creditors of the Companies), and that they agree to provide the necessary band council resolution to approve the transfer of the Assets.

16. Westbrick has all funds on hand that Westbrick shall need to consummate the purchase of the Assets and the Westbrick Transaction and assume the assumed liabilities. As of the Closing and immediately after consummating the transactions contemplated by the Purchase Agreement, Westbrick: (a) will not be insolvent (either because its financial condition is such that the sum of its debts is greater than the fair value of its assets or because the present fair value of its assets will be less than the amount required to pay its probable liability on its debts as they become absolute and matured); (b) will have capital or access to capital to reasonably fund its business; and (c) will not have incurred debts (including the aforementioned credit facility) beyond its ability to repay as they become due.

17. Westbrick has made numerous efforts to contact the Companies and the Monitor, including their respective counsel to discuss the Westbrick Transaction and to initiate a dialogue regarding the sale of the Assets.

Third Party Transaction

18. For the above reasons, and others, it is Westbrick's and certain of the other creditors of the Companies' respective views that the Westbrick Transaction is more beneficial to unsecured creditors and such transaction is preferred over the Third Party Transaction that was contemplated in the Second Amended and Restated Initial Order, which was before the Court on March 4, 2021. In our respectful view, the Third Party Transaction would have not seen the same recovery for the unsecured creditors. The Westbrick Transaction offers security for the creditors and Westbrick, a sophisticated buyer, has all funds on hand that Westbrick shall need to consummate the purchase of the Assets and the support of certain key stakeholders, including the Sunchild First Nation.

19. Westbrick representatives had been in correspondence with the management team of T5 prior to the commencement of the CCAA Proceedings, as Westbrick had been aware of the difficult financial circumstances that T5 was inundated with and the fact that Westbrick had been interested in purchasing the very Assets that are the subject matter of the Purchase Agreement (prior to the CCAA Proceedings). On March 12, which was well after the Court heard the Companies' application (on March 4, 2021) seeking the extension of the stay period to allow the Companies to complete the transaction with the Third Party, Westbrick was contacted by two individuals who claimed that they were representatives of the Third Party to discuss a financing arrangement whereby the assets would be transferred to Westbrick at an attractive valuation in exchange for a finder's fee or a carried interest.

These subject discussions occurred over a telephone call between myself and the two representatives of the Third Party – details and names of whom I would be pleased to provide, should this Court require same. In addition, one of the representatives of the Third Party, stated, in his email to me dated March 16, 2021, that he is contacting me to "fully work with …[me]… and the Westbrick team to properly transition day to day governance of the T5 assets by having Westbrick participate in a meaningful way in …[the Third Party's]… upcoming financing" of its potential purchase of the Assets as his "team is working … on closing …[their]… court approved process" related to the LOI referenced in the Companies' application that was heard on March 4, 2021.

20. During my correspondence with Mr. Martin, he advised that he was working with the Third Party and at no point did he disclose their engagement with Spartan – during this time, T5 was aware of Westbrick's interest but failed to engage Westbrick. They also failed to provide information Westbrick requested (directly/indirectly through its legal counsel) (e.g. net cash position, etc) of T5 to allow Westbrick to provide a binding offer / purchase agreement. Given the foregoing noted correspondence and telephone discussions between myself and the representative of the Third Party, it is clear that the Companies intend to dispose of the Assets and I verily believed and believe that the Third Party transaction was and is highly uncertain. As such, it is only fair and reasonable for the creditors of the Companies that the Court consider the Westbrick Transaction to ensure that the highest value for the Assets is obtained and as a result of same, minimize any further losses to the creditors of the Companies, particularly given that Westbrick has offered, what in its view is, a purchase price that is not only fair and reasonable, but also above market.

21. Westbrick has been working to understand the offset obligation that T5 would have to meet (detailed listing is set forth below). T5 would either have to drill wells or pay compensatory royalty to offset the drainage. Due to activity by offset operators, the resource could be getting drained and to appropriate manage this issue T5 would be required to have sufficient capital to drill wells. While they can show extenuating circumstance (i.e. COVID-19) to buy some time on offset obligations, they still need sufficient capitalization to appropriately meet these obligations. It is unclear whether the current LOI with Spartan or the Third Party would provide sufficient funds; however, Westbrick's capitalization would be sufficient to manage this dynamic. Below are the instances where Westbrick believes that the compensatory royalty is required to be paid by T5.

Trigger Well (Off-reserve)	On-reserve Spacing Unit
00/03-23-042-10W5/00	22-042-10W5
00/04-36-042-10W5/00	35-042-10W5
00/01-19-043-09W5/00	18-043-09W5
00/10-21-043-10W5/00	15-043-10W5
00/02-25-043-10W5/02	24-043-10W5

Westbrick also has reason to believe that other offset notices have recently been sent or will be sent shortly.

Restructuring Efforts

22. The Companies have made several attempts to restructure and the Courts have been more than reasonable in allowing the Companies to consider same, to, according to my knowledge, no avail. In fact, on March 4, 2021, the Honourable Mr. Justice D.B. Nixon heard a motion by the Companies for (among other things) a further extension of the stay of proceedings, which would, *inter alia*, allow the Companies to "engage and pursue a transaction with the Third Party and canvass potential restructuring options" (paragraph 10 of the Companies' Application heard on March 4, 2021) and such relief was granted up to and including April 15, 2021. It does not appear the subject restructuring option has completed, and such additional time did not result in any executable proposals for a recapitalization or sale transaction. Despite multiple outreach efforts to potential new investors, the Companies have been unable to materialize on any new capital raises.

23. Given the lack of any meaningful progress by the Companies in bringing forward a viable plan of compromise or arrangement, despite suggestions to stakeholders over the past many months that management had a pending deal in place, and given that the efforts of the Companies, to my knowledge, have not materialized, it is only fair and reasonable that the Westbrick Transaction and the Plan be considered by the unsecured creditors and, if approved, the Westbrick Transaction and the Plan should be approved by the Court for the reasons noted above, and to minimize any further losses and damages caused to the creditors of the Companies.

Plan of Arrangement

24. In light of the uncertainties surrounding the Companies' restructuring efforts, Westbrick has proposed its own, fully particularized plan of compromise and arrangement (the "**Plan of Arrangement**" or the "**Plan**") pursuant to the CCAA, which plan is comprehensive and tangible and which is attached to the Application of Westbrick seeking an order for the convening, holding, and conducting of a

Creditors' meeting related to same. The Plan is intended to effect the distribution of the Distribution Funds Westbrick will be obligated to provide to the Monitor for, *inter alia*, distribution to the creditors of T5 pursuant to the Westbrick Transaction and payment of the Proven Claims (as defined in the Plan) as set forth in Article 3 and Article 4 of the Plan, and to effect a full, final and irrevocable compromise, release, discharge, cancellation and bar of all Settled Claims (as defined in the Plan) against the Released Parties (as defined in the Plan) and T5.

25. The Plan is put forward in the expectation that the Creditors (as defined in the Plan), when considered as a whole, will derive a greater and more certain benefit from the implementation of the Plan than they would in the event of a bankruptcy or forced liquidation of T5 or the Companies.

26. Below is a brief overview of the Plan:

(a) The Plan provides for a distribution of the Purchase Price Funds to the Creditors within thirty (30) days of the Plan Implementation Date (as defined in the Plan) in the following manner:

(i) payment in full of any Post-Filing Payables and the Excluded Cure Costs, CCAA Charges, and to the Unaffected Creditors;

(ii) payment in full of each and every Priority Claims (as defined in the Plan). It is to be noted that, to the best knowledge of Westbrick, no such Priority Claim exists; and

(iii) payment of the remainder of the Distribution Funds to the Creditors, excluding those mentioned in sub-paragraph 2.2 (a) of the Plan, on a *pro rata* basis among them.

(b) Section 3.1 of the Plan provides that all Creditors shall constitute a single class and all Creditors shall vote as a single class.

(c) To the extent that the Plan is approved by the required majority of Creditors, the Plan sanction hearing would be held no later than on or before June 1, 2021 (subject to the availability of the Court) to request the Approval Order.

(i) In my view, this will provide ample time for relevant stakeholders to advance any arguments they wish to make on the fairness of the Plan.

(d) The parties must then await the expiry of the deadlines for any appeal of the Approval Order and the Approval and Vesting Order to become a Final Order.

(e) Once the Approval Order has become a Final Order, Westbrick will deliver to the Monitor the Purchase Price Funds within no more than ten (10) days following their receipt of the Monitor's written notice certifying that the Approval Order became a Final Order.

(f) Subject to the terms of the Plan, the Monitor will proceed with disbursement of funds within thirty (30) days of the Plan Implementation Date.

27. The Westbrick Proposal represents compelling value for the Assets, with the value for production implied by the Purchase Price ($12,662 per BOEPD) is 209% greater than that received for the sale of similar adjacent assets (assets of Bellatrix Exploration through a CCAA process announced April 23, 2020). Furthermore, the production multiple offered by Westbrick is 35% higher than the equivalent multiples paid for Jupiter Resources Ltd. by Tourmaline Oil Corporation ($9,343 BOED) and Painted Pony Energy Limited by Canadian Natural Resources Limited ($9,315 per BOED). Due to the natural decline associated with the subject assets, the production is likely lower than the disclosed production rate as of February 1, 2021 (2,693 BOEPD) which, in my view, implies an even higher multiple is being paid by Westbrick.

28. In my view, Westbrick has carefully considered the current situation and circumstances and believes that such circumstances warrant a creditor-led CCAA proposal, and that the Plan presents the best alternative for T5's stakeholders and based on the information we have obtained, the Plan is a workable and realistic plan with a high probability of success: there will likely be funds available to unsecured creditors based on the information Westbrick has obtained, and the secured creditors are likely to be paid in full, and the Companies should be substantially free from past burdens and poised for future success. This, of course, is subject to confirmation upon a completion of a Claims Procedure.

The Meeting Order

29. The key features of the Meeting Order are listed below. A copy of the proposed Meeting Order is attached at Schedule "A" to Westbrick's Application. *The outstanding dates noted herein require input from the Monitor and will be finalized in due course.* Capitalized terms used herein are defined in the Meeting Order.

(a) The Meeting Order provides for a plan of compromise or arrangement with respect to T5 that may be filed by any interested party other than Westbrick, with the approval of this Court, on or before ■, 2021, as same may be amended, varied or supplemented, from time to time, in accordance with its terms (the "**Alternative Plan**"), and therefore, allows the creditors with greater flexibility to consider any other plans any interested parties with standing may propose. In order for any Alternative Plan submitted by any third party to be considered and voted

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upon at the Creditors' Meeting, the party filing said Alternative Plan shall have obtained, by no later than ■, 2021, an order of this Court authorizing the filing of such Alternative Plan.

(b) The Monitor is authorized to call, hold and conduct the Creditors' Meeting on the Meeting Date (■), at an electronic location to be determined by the Monitor, in consultation with Westbrick, for the purpose of considering and, if appropriate, approving the Westbrick Plan and any Alternative Plan.

(c) The Monitor may appoint scrutineers for the supervision and tabulation of the attendance, quorum and votes cast at the Creditors' Meeting.

(d) The Companies and Westbrick shall be entitled to examine any and all Proofs of Claim received by the Monitor as well as to examine the tabulation of the attendance, quorum and votes by the scrutineers appointed by the Monitor.

(e) The Monitor shall publish on the Monitor's Website and send the following documents to the Service List and to all known Creditors, by prepaid regular mail, courier, fax or email, by no later than 5:00 p.m. (Calgary time) on or about ■, 2021:

  (i) Copy of the First Notice to Creditors; and

  (ii) a copy of the Claims Procedure Materials (as said term is to be defined in the Claims Procedure Order).

(f) The Monitor shall publish on the Monitor's Website and send the following documents (collectively the "**Meeting Materials**") to the Service List and all known Creditors, by prepaid regular mail, courier, fax or email, by no later than 5:00 p.m. (Calgary time) on ■, 2021:

  (i) a copy of the Second Notice to Creditors, which will include a reference to the Monitor's Website where Creditors may access copies of the present order;

  (ii) a copy of the Westbrick Plan, and, if applicable, any Alternative Plan; and

  (iii) a copy of the Voting Letter and Proxy.

(g) on or before 5:00 p.m. Calgary time, on ■, 2021, the Monitor shall publish on the Monitor's Website and send to the Service List the Monitor's report on the Westbrick Plan and, where

applicable, any Alternative Plan, and upon receipt of a request to that effect by any Voting Creditor after ■, 2021, send by email a copy of said report to any such Voting Creditor;

30. Following the Meeting, Westbrick will seek an Order from the Court no later than on or before June 1, 2021, seeking an order approving and sanctioning the Plan.

Conclusion

31. It is not clear why the Companies did not engage Westbrick and address the necessary requests for them to provide a binding offer from the onset, however, pursuant to conversations I had with Mr. Ryan Martin, it appeared that, and in my personal view, any proposal by Westbrick would need to be tied to a solution for another entity, with whom Mr. Martin may have an interest.

32. The Westbrick Transaction in conjunction with the Plan will preserve the value of the business of the Companies for the benefit of all of the Companies' stakeholders, including Crown Capital, trade creditors, the Sunchild First Nation and the AER.

33. In light of the foregoing, I believe that the order sought by Westbrick is reasonable, just and convenient.

34. Due to the circumstances of the COVID-19 pandemic, I am unable to be physically present to swear in this Affidavit. I, however, was linked by way of video technology to the Notary Public notarizing this Affidavit.

35. Attached hereto and collectively marked as **Exhibit "E"** is a Certificate of Commissioning by Videoconference, completed by the commissioner to this my Affidavit, confirming that the commissioner is satisfied that the process of swearing this my Affidavit by way of video technology is necessary because it is either impossible or unsafe, for medical reasons, for myself and the commissioner to be physically present together.

36. I swear this affidavit in support of an application for the approval of the Creditors' Meeting Order, which allow the creditors of the T5 to convene, hold and conduct a creditors meeting with respect to the Plan of Arrangement proposed by Westbrick.

SWORN BEFORE ME at Calgary, Alberta, this 8th day of April, 2021. Notary Public and Commissioner for Oaths in and for the Province of Alberta	)	MANINDER (MOE) MANGAT

Exhibit "A"
Purchase Agreement

(see attached)

Commissioner for Oaths and Notary Public

in and for the Province of Alberta

Jaspreet K Mann
Barrister & Solicitor
A Commissioner for Oaths
in and for Alberta

Strictly Confidential

Delivered via Email to:

T5.SC Oil and Gas LP
c/o Borden, Ladner Gervais LLP
1900, 520 – 3rd Avenue SW
Calgary, AB T2P OR3

Attention: Matti Lemmens

April 8, 2021

Re: Binding Offer to Purchase (the "Offer") the Ferrier Area assets of T5 SC Oil and Gas LP ("**T5**" or "**Vendor**")

Further to our previous inquiries and expressions of interest to T5, Westbrick Energy Ltd. ("**Westbrick**") hereby attaches its Offer along with form of Purchase Agreement. Because T5 has refused to engage meaningfully with Westbrick to date, you will note that the Offer is subject to completion of due diligence. Westbrick expects that it can complete such due diligence review within three business days of gaining access as set forth in the Offer. We understand that T5 has an existing proposal from Spartan and with a view to T5 preserving its options in the best interests of all interested persons, Westbrick is prepared to conduct such due diligence immediately such that this due diligence condition could be satisfied prior to T5's application in its CCAA Process next week.

We look forward to hearing from you.

Yours truly,

WESTBRICK ENERGY LTD.

Per:

Ken McCagherty
President & CEO

Strictly Confidential

Delivered via Email to:

T5.SC Oil and Gas LP
c/o Borden, Ladner Gervais LLP
1900, 520 – 3rd Avenue SW
Calgary, AB T2P OR3

Attention: Matti Lemmens

April 8, 2021

Re: Binding Offer to Purchase (the "Offer") the Ferrier Area assets of T5 SC Oil and Gas LP ("**T5**" or **"Vendor**")

Westbrick Energy Ltd. ("**Westbrick**" or "**Purchaser**") hereby provides this binding Offer whereby Westbrick will acquire all of the assets of T5 and its affiliates within the Ferrier Area (the **"Transaction"**) which are more specifically defined in the Purchase Agreement attached as Schedule A (the "**Agreement**") as "Purchased Assets" (herein, the "**Assets**") to be effective on May 1, 2021 (the "**Effective Date**"). Subject to satisfaction of any conditions to close, closing shall occur on or before May 31, 2021 or such other date as is required in connection with the CCAA Process (as defined below) (the "**Closing Date**"), which closing and Transaction shall be accordance with the provisions of the *Companies Creditors Arrangements Act* (Canada) ("**CCAA**") and all other applicable laws.

Westbrick acknowledges the process related to the orders of the Court of Queen's Bench of Alberta (the "**CCAA Court**") granted on February 11, 2021, February 19, 2021 and March 4, 2021 (the "**CCAA Process**") in the CCAA matter of, *inter alia*, T5, and the appointment of BDO Canada Limited (the "**Monitor**") as monitor of, *inter alia*, T5 under the CCAA Process and that such Offer is subject to Court approval pursuant to the CCAA and execution and delivery by T5 of. Concurrent with delivery of this Offer, Westbrick has made an Application to the CCAA Court for a "*Creditors Meeting Order*" in respect of this Offer and in furtherance of Westbrick's proposed "*Plan of Compromise and Arrangement*" as set forth in such Application.

1. Purchase Price

Purchaser will acquire all of the Assets as of the Effective Date of May 1, 2021, for a total cash consideration of **Thirty Four Million One Hundred Thousand Dollars (CAD $34,100,000)** (the **"Purchase Price"**), including a deposit delivered pursuant to the Agreement for 10% of the Purchase Price.

Each Party shall be responsible for its own agent's fees, legal fees, and other costs for the Transaction, provided that Purchaser shall be responsible for all filing and registration fees and taxes thereon to obtain regulatory

approvals or complete the registration of specific conveyances required in respect of the Transaction.

2. Due Diligence

Purchaser is in a position to commence and expeditiously complete its operations, title and financial due diligence with respect to the Transaction, as contemplated by this Offer. Within 4 business days of acceptance of this Offer, T5 will grant access to the Assets for physical inspection thereof and environmental liabilities pertaining thereto and all documentation and information customarily required in a transaction of this nature will be supplied to Purchaser via data room and/or otherwise, including all files, records, lists of shareholders and other documentation required to complete its due diligence and enter into the Agreement including, without limitation, information regarding title documents, operating agreements, processing, transportation, disposal, marketing and sales, outstanding disputes, litigation and regulatory matters, and environmental and abandonment and reclamation matters. Purchaser will complete its due diligence within three business days of being provided such access.

Concurrent with confirmation of its satisfaction with its due diligence review, Purchaser shall advise T5 of the amount of Assumed FT-R Service (as defined in the Agreement) which shall be not less than 20,000 MMSCFD FT-R Service (as defined in the Agreement).

Provided that Purchaser is satisfied, in its sole discretion, with its due diligence review in respect of the Purchased Assets including that the due diligence materials have not disclosed facts, circumstances, obligations, deficiencies, defects or liabilities that are material and adverse to Purchaser's other assets and business or the further development of same or that diminish the value of the Purchased Assets by an amount that equals or exceeds 10% of the Purchase Price, then Purchaser and T5 shall proceed to execute the Agreement.

3. Acquisition Agreement

Purchaser shall act reasonably in considering any requests by T5 for revisions to the Schedules to the Agreement. Within two business days of Purchaser completing and being satisfied with its due diligence review: (A) Purchaser shall (i) if Purchaser has elected to increase such amount pursuant to paragraph 2 above, revise the amount of Assumed FT-R Service, (ii) insert the date of execution and delivery in the Agreement, and (iii) deliver the execution copy of the Agreement to T5, and (B) Purchaser and T5 shall deliver fully executed counterpart pages to the Agreement to one another. If the Agreement is not executed and delivered within 14 days of acceptance of this Offer, then Purchaser shall have the right, in its sole and absolute discretion at any time after such 14 days, to terminate this Offer by notice to T5 and upon such termination this Offer shall be of no further effect, provided that such termination of this Offer shall not relieve either party form any of its obligations that were owed or liabilities that accrued hereunder prior to such termination.

4. Conditions and Approvals

The Agreement includes the following conditions:

(a) Receipt of the IOGC approval;

(b) Vendor must have received required CCAA Court approvals for the completion of the Transaction in accordance with the terms and conditions of the Agreement;

(c) each Party's representations and warranties shall be true and correct, except to the extent such untruth would not be reasonably expected to create a material adverse effect;

(d) each Party shall have complied in all material respects with its covenants in the Agreement;

(e) no action or proceeding shall be pending or threatened by any person, company, firm, government authority, securities commission, regulatory body or agency to enjoin or prohibit the Transaction; and

(f) from the date hereof to the Closing Date, there has not been any Material Adverse Effect (as defined in the Agreement) on the Assets.

5. Timing

Assuming this Offer is accepted, subject to Purchaser's further confirmatory due diligence described above and obtaining any required Court approvals and the IOGC consent, Purchaser anticipates closing to occur on or before May 31, 2021 although the Agreement allows for closing to occur as late as July 30, 2021 should the CCAA Process requiring that long. Purchaser understands that it is in the best interests of all interested parties that closing occur quickly. Purchaser is ready, willing and able to, and would prefer to, close sooner than May 31, 2021 and can close within two business days of obtaining the last of any required approvals and consents.

6. Binding Upon Acceptance

If this Offer is accepted by T5, the provisions hereof shall create legally binding obligations on the parties hereto.

7. Miscellaneous

(a) This letter shall be governed by, and be construed within, the laws of the Province of Alberta and applicable laws of Canada but the reference to such law shall not, by conflict of law, rules or otherwise, require the application of the law of any jurisdiction other than the laws enforced in the Province of Alberta.

(b) T5 may accept this letter by execution in one or more counterparts and each of such counterparts shall conclusively be deemed to be original instruments and all such counterparts together shall constitute one agreement. Delivery by facsimile transmission of an originally signed copy of this letter shall be deemed to be delivery of the original.

8. Term of Offer

Your prompt consideration of the foregoing is appreciated. This Offer is open for acceptance until 12:00 pm (Calgary time) on April 14, 2021 or such later date as Westbrick elects to extend it until.

9. Acceptance of Offer

Please evidence your agreement with the foregoing by executing the enclosed copies of this letter and return one copy to Westbrick at mccagherty @westbrick.com or mmangat@westbrick.com within the timeframe set forth above. If you require any further information please contact Ken McCagherty at 403-620-9249 or Moe Mangat at 587-293-4668.

Yours truly,

WESTBRICK ENERGY LTD.

Per:

____
Ken McCagherty
President & CEO

AGREED to this ______ day of __________, 2021

T5 SC OIL AND GAS LIMITED PARTNERSHIP, by and through BDO Canada Limited in its capacity as Monitor and not in its personal or corporate capacity

By: ______________________________
Name:
Title:

By: ______________________________
Name:
Title:

PURCHASE AGREEMENT

T5 SC OIL AND GAS LIMITED PARTNERSHIP

as the Seller

and

WESTBRICK ENERGY LTD.

as the Buyer

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PURCHASE AGREEMENT

THIS AGREEMENT is made as of April **[●]**, 2021.

BETWEEN:

T5 SC OIL AND GAS LIMITED PARTNERSHIP, a partnership formed under the laws of Alberta, by and through BDO Canada Limited in its capacity as Monitor and not in its personal or corporate capacity (the "**Seller**")

-and-

WESTBRICK ENERGY LTD., a corporation organized under the laws of the Province of Alberta (the "**Buyer**")

RECITALS:

A. Pursuant to an Order that was granted by the Honourable Mr. Justice D.B. Nixon of the Court of Queen's Bench of Alberta (the "**CCAA Court**") on February 11, 2021, as amended and restated on February 19, 2021 and on March 4, 2021 pursuant to an Order of the Court, the Seller together with a number of its affiliates, namely, Calgary Oil & Gas Syndicate Group Ltd., Calgary Oil & Gas Intercontinental Group Ltd., Calgary Oil and Syndicate Partners Ltd. and Petroworld Energy Ltd., was granted relief under the provisions of the *Companies' Creditors Arrangement Act* (Canada) ("**CCAA**") proceedings (the "**CCAA Proceedings**"), and, *inter alia*, BDO Canada Limited was appointed as monitor (the "**Monitor**") of Seller under the CCAA Proceedings;

B. The Seller is an oil and natural gas company engaged in the exploration for, and the acquisition, development and production of, oil and natural gas reserves in Western Canada.

C. The Seller has agreed to sell, convey, assign, transfer and deliver to the Buyer, and the Buyer has agreed to purchase, acquire, assume and accept from the Seller the Purchased Assets and assume the Assumed Liabilities, on the terms and subject to the conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged and confirmed), the Parties agree as follows:

ARTICLE 1
INTERPRETATION

1.1 Definitions

In this Agreement,

(a) “**Abandonment and Reclamation Obligations**” means all liabilities, duties and obligations, whether arising under contract, Applicable Law or otherwise, relating to:

(i) the abandonment of the Wells and restoration and reclamation of the surface sites thereof and any other lands used to gain access thereto;

(ii) the closure, decommissioning, dismantling and removal of the Tangibles, including any structures, buildings, pipelines, facilities, equipment and other tangible depreciable property and assets, together with the restoration and reclamation of the lands on or in which any of the foregoing are or were located and any other lands used to gain access thereto; and

(iii) the restoration, remediation or reclamation of the surface or subsurface of any lands other than those lands described in paragraphs (i) and (ii) and specifically relating to, or used to gain access to, the Purchased Assets;

(b) “**Accounts Payable**” means (A) the trade accounts payable and other accounts payable of Seller including in respect of the Purchased Assets, and (B) all other accrued payables (including, customer credit balances and open purchase orders) of the Purchased Assets up to the Effective Time;

(c) “**Accounts Receivable**” means, in respect of the Seller, all accounts receivable, bills receivable, trade accounts, holdbacks, retention, book debts and insurance claims existing, owing, due or accruing to the Seller, together with any unpaid interest accrued on such items and any security or collateral for such items, including recoverable deposits, up to the Effective Time;

(d) “**Additional Indemnitees**” means, with respect to any Party, its directors, officers and employees;

(e) “**AER**” means the Alberta Energy Regulator, or any successor thereto having jurisdiction over the Purchased Assets or certain of them and the operation thereof;

(f) “**affiliate**” has the same meaning as “affiliate” under National Instrument 45-106 - *Prospectus Exemptions*;

(g) “**Agreement**” means this purchase agreement and all Appendices, Exhibits and Schedules attached hereto, in each case as the same may be supplemented, amended, restated or replaced from time to time in accordance with the terms hereof; and the expressions “Article”, “Section”, “Schedule” and “Exhibit” followed by a number or letter mean and refer to the specified Article, Section, Schedule or Exhibit of this Agreement;

(h) “**Applicable Law**” means any Canadian statute, law (including the common law), ordinance, rule, regulation, restriction, by-law (zoning or otherwise), order, or any consent, exemption, approval or licence of any Governmental Authority, that applies in whole or in part to the Transaction, the Seller, the Buyer, or any of the Purchased Assets or Assumed Liabilities;

(i) "**Assumed FT-R Service**" means FT-R Service of 20 MMSCFD;

(j) "**Assumed Liabilities**" has the meaning given to it in Section 3.1;

(k) "**Books and Records**" means all books, records, information technology, computer software, operating manuals, engineering standards, specifications, sales books, seismic data, well files, production records and export of the Seller's databases for the assets, books of account, and other sales and business records, in each case strictly limited to that which is (A) solely and directly related to the Purchased Assets; and (B) is in the possession or control of the Seller; and for greater certainty, the foregoing includes information stored in computer systems, servers, back-up servers and all other electronic storage devices;

(l) "**Business**" means the Seller's business of exploration, acquisition, development and production of oil and natural gas reserves in Western Canada;

(m) "**Business Day**" means any day of the year on which national banking institutions in Alberta are open to the public for conducting business and are not required or authorized by Applicable Law to close;

(n) "**Buyer**" has the meaning given to it in the preamble to this Agreement;

(o) "**CCAA Sanction Order**" means an approval of the CCAA Court of the Buyer's *Plan of Arrangement and Compromise* respecting the financial restructuring and sale of the oil and gas assets of the Seller pursuant to this Agreement;

(p) "**CCAA Sale Approval Order**" means an approval and vesting order of the CCAA Court, among other things, approving the Transactions and vesting the Purchased Assets in the Buyer, free and clear of any Encumbrances, other than Permitted Encumbrances;

(q) "**Closing**" means the completion of the Transaction pursuant to the terms and conditions of this Agreement and the CCAA Proceedings at the time set forth in Section 7.1 and of all other transactions contemplated by this Agreement that are to occur concurrently with the sale and purchase of the Purchased Assets, for certainty, subject to the satisfaction or waiver of all applicable conditions set forth in this Agreement;

(r) "**Closing Date**" means the date on which the Closing occurs and, in any event, shall not be later than the Sunset Date;

(s) "**Closing Time**" means 12:01 a.m. Mountain Standard Time on the Closing Date or such other time on the Closing Date as the Parties agree in writing that the Closing Time shall take place;

(t) "**Commercially Reasonable Efforts**" means the efforts that a reasonably prudent Person who desires to complete the Transaction on commercially reasonable terms would use in similar circumstances without the necessity of, directly or indirectly,

assuming or incurring any material obligations or paying or committing to pay any material amounts to an unrelated Person;

(u) "**Confidential Information**" means all information, material knowledge, data or property pertaining in any way whatsoever to the business, operations, finances, affairs or assets of the Seller that is or has been disclosed, furnished or made available by the Seller or any of its Representatives to the Buyer, its affiliates or any of its Representatives in connection with the Transaction, including, the existence of, the terms and conditions of, or the status of the Transaction, any such other proposed transaction(s), or this Agreement, or any other facts pertaining to any of them, any information about identifiable individuals or any other information relating to the Seller, and/or its businesses, operations, finances and affairs, associates, customers, suppliers, partners, investors, employees, contractors and consultants, and includes all data, reports, analyses, compilations, forecasts, records and other material (in whatever form maintained) that contain or otherwise reflect any such information, as well as all notes, analyses, compilations, studies, interpretations or other documents prepared by the Buyer, its affiliates or any of their respective Representatives that contain, reflect or are based upon, in whole or in part, any such information. Notwithstanding the foregoing, "**Confidential Information**" does not include information that the Buyer can demonstrate that: (A) is or becomes generally available to the public other than as a result of disclosure by the Buyer, its affiliates or any of its Representatives; (B) is received by the Buyer from an independent third party that obtained it lawfully and was under no duty of confidentiality; (C) has been in the possession of the Buyer on a non-confidential basis prior to the disclosure of such information by the Seller or its Representatives; (D) was independently developed by the Buyer without use of or reference to any Confidential Information; or (E) is disclosed pursuant to Applicable Laws or a valid and enforceable order of a court or other Governmental Authority having jurisdiction over the Buyer provided that (other than in respect of disclosure by the Buyer pursuant to applicable securities laws) the Buyer shall, to the extent possible, first promptly notify the Seller in writing of such requirement and fully cooperate with respect to any reasonable steps possible to further protect Confidential Information;

(v) "**Consent Required Contracts**" means (i) those Miscellaneous Interests that are Contracts and (ii) the Leases, in each case which is not assignable in whole or in part without a Third Party Consent;

(w) "**Contract**" means any agreement, contract, obligation, promise or undertaking, other than a Lease, that is in writing and legally binding;

(x) "**Court Approval**" means, as applicable and as the context requires, the issuance by the CCAA Court of: (i) a CCAA Sanction Order; and a (ii) a CCAA Sale Approval;

(y) "**Cure Costs**" means, in respect of the Cure Required Contracts, (i) the pre- filing portion of all amounts, if any, required to be paid pursuant to the CCAA to remedy any monetary defaults thereunder in order to obtain the counterparties' consents, as applicable, to the assignment thereof to Buyer, including all administrative fees,

counsel fees and any other concessions, costs, fees and expenses of the counterparties required to be paid to effect such assignment;

(z) "**Cure Required Contracts**" means the IOGC Lease, Sunchild JV Agreements and the Keyera GHA;

(aa) "**Debt Security**" means Encumbrances against (among other things) the Purchased Assets (i) granted by the Seller to Crown Capital Partners Inc. pursuant to a Loan Agreement dated October 31, 2019; and (ii) held by other creditors of the Seller in respect of amounts owing by the Seller for goods and services provided in respect of the Purchased Assets;

(bb) "**Deposit**" has the meaning given to it in Section 2.5(a);

(cc) "**Disclosed Personal Information**" has the meaning given to it in Section 12.5(b);

(dd) "**Due Diligence Materials**" means all Books and Records, Title and Operating Documents and Contracts and documents included in Miscellaneous Interests, including all Material Contracts, Cure Contracts, Marketing and Midstream Agreements, Licences, and Leases.

(ee) "**Effective Time**" means 12:01 a.m., Mountain Standard Time, on the 1st day of May, 2021;

(ff) "**Encumbrance**" means any security interest, lien, priority claim, charge, hypothec, hypothecation, reservation of ownership, pledge, encumbrance, mortgage or adverse claim of any nature or kind;

(gg) "**Environment**" means the components of the earth and includes ambient air, land, surface and sub-surface strata, groundwater, lake, river or other surface water, all layers of the atmosphere, all organic and nonorganic matter, and the interacting natural systems that include such components, and "**Environmental**" means relating to or in respect of the Environment;

(hh) "**Environmental Laws**" means all Applicable Laws relating to the protection, preservation and remediation of the Environment (including, the Canadian *Environmental Protection Act*, 1999) or health and safety, and without restricting the generality of the foregoing, includes those relating to the discovery, development, production, gathering, use, storage, transmission, transportation, treatment and disposal of Petroleum Substances, the emission, discharge, Release or threatened release of substances into or onto the air, water or land and the clean-up and remediation of contaminated sites, in each case insofar as the protection of the Environment and related employee and public health and safety is concerned;

(ii) "**Environmental Liabilities**" means all past, present and future liabilities, duties and obligations of the Seller, whether arising under contract, Applicable Law or otherwise, arising from, relating to or associated with:

(i) Abandonment and Reclamation Obligations;

(ii) any damage, pollution, contamination or other adverse situations pertaining to the Environment howsoever and by whomsoever caused and regardless of whether such damage, pollution, contamination or other adverse situations occur or arise in whole or in part prior to, at or subsequent to the date of this Agreement;

(iii) the presence, storage, use, holding, collection, accumulation, assessment, generation, manufacture, processing, treatment, stabilization, disposition, handling, transportation, release, emission or discharge of Petroleum Substances, oilfield wastes, water, Hazardous Substances, environmental contaminants and all other substances and materials regulated under any Applicable Law, including any forms of energy, or any corrosion to or deterioration of any structures or other property;

(iv) compliance with or the consequences of any non-compliance with, or violation or breach of, any Environmental Laws;

(v) sampling, monitoring or assessing the Environment or any potential impacts thereon from any past, present or future activities or operations; or

(vi) the protection, reclamation, remediation or restoration of the Environment,

that relate to or arise by virtue of the Purchased Assets or the ownership thereof or any past, present or future operations and activities conducted in connection with the Purchased Assets or on or in respect of the Lands or any lands pooled or unitized therewith;

(jj) "**Escrow Agreement**" means the escrow agreement to be entered into among the Monitor, the Buyer and the Seller providing for the holding in trust and release of the Holdback Amount in accordance with Section 2.6(b) in form and substance satisfactory to the Monitor, the Buyer and the Seller, acting reasonably;

(kk) "**Excluded Assets**" has the meaning given to it in Section 2.3;

(ll) "**Excluded FT-R Service**" means all FT-R Service other than the Assumed FT-R Service;

(mm) "**Excluded Liabilities**" has the meaning given to it in Section 3.2;

(nn) "**Excluded Vehicles**" means all vehicles leased by the Seller;

(oo) "**FT-R Service**" means the Seller's contractual entitlements and obligations respecting FT-R Firm Transportation Service on the NGTL System;

(pp) "**General Conveyance**" means an agreement in the form set forth in Schedule C;

(qq) "**Governmental Authority**" means: (i) any federal, provincial, municipal, local or other governmental or public department, court, commission, board, bureau, agency or instrumentality; (ii) any subdivision or authority of any of the foregoing; or (iii) any quasi-governmental or private body exercising any regulatory,

expropriation or taxing authority under or for the account of or in lieu of any of the above, and specifically includes the AER and IOGC;

(rr) "**GST/HST**" means goods and services tax payable under the GST/HST Legislation, including "harmonized sales tax";

(ss) "**GST/HST Legislation**" means Part IX of the *Excise Tax Act* (Canada);

(tt) "**Hazardous Substance**" means any "pollutant", "contaminant", "hazardous waste", "hazardous material", or "hazardous substance" that is or becomes identified, listed, published, or defined under any of the Environmental Laws;

(uu) "**Holdback Amount**" has the meaning given to it in Section 2.6(a)(ii)(A);

(vv) "**Indemnified Losses**" means all claims, liabilities, obligations, damages, awards, assessments, settlement amounts, penalties, fines, judgments, losses, costs, charges and expenses, but for greater certainty, excluding in all cases any and all indirect, incidental, consequential, punitive, exemplary and special damages (including, as exclusions, loss of future revenue or income, business interruption, cost of capital or loss of business reputation or opportunity or diminution in value);

(ww) "**Initial CCAA Order**" means the Initial Order granted by the CCAA Court on February 11, 2021, as amended and restated on February 19, 2021 and on March 4, 2021, in respect of the Seller pursuant to the CCAA, as may be amended by the CCAA Court;

(xx) "**Intellectual Property**" means all of the Seller's rights, interests and benefits (through ownership, licensing or otherwise) in (i) any trademarks, trade names, business names, brand names, services marks, copyrights, trade secrets, industrial designs, inventions, patents, formulas, processes, know how, technology and related goodwill and (ii) any applications or registrations of the foregoing, issued patents, continuations in part, divisional applications or analogous rights therefor, in each case whether registered or not, provided that "**Intellectual Property**" shall not include any of the technological information that constitute the Books and Records;

(yy) "**Interim Period**" means the period between the date hereof and the Closing Date;

(zz) "**IOGC**" means Indian Oil and Gas Canada;

(aaa) "**IOGC Approval**" means that the Minister of Indigenous Services has approved the assignment to Buyer of those rights and interests included in the Purchased Assets which are subject to Ministerial approval pursuant to Section 25 of the *Indian Oil and Gas Regulations, 2019*, SOR 2019-196, as amended;

(bbb) "**IOGC Lease**" means OL-6648 Sunchild Indian Reserve No. 202 having an effective date of May 1, 2014;

(ccc) "**Keyera GHA**" has the meaning given such term in Schedule J;

(ddd) "**Lands**" means all lands within the Whitemap Area, including the lands identified in Schedule A and all lands pooled or unitized therewith and, subject to any limitations identified or set forth in Schedule A, including the Petroleum Substances within, upon or under those identified lands;

(eee) "**Leases**" means the IOGC Lease and any other leases and licences and other documents of title by virtue of which the Seller is entitled to drill for, take, own or remove the Petroleum Substances within, on or under the Lands or by which the Seller is or is deemed to be entitled to a share of Petroleum Substances removed from the Lands;

(fff) "**Letters of Credit**" means all instruments or documents issued by a lender to the Seller in which the lender provides an irrevocable undertaking for payment of money to a third party;

(ggg) "**Licence**" means all governmental (whether federal, provincial, state or local) permits, licences, authorizations, franchises, grants, easements, variances, exceptions, consents, certificates, approvals and related instruments or rights of any Governmental Authority or other Third Party, and any writ, judgment, decree, award, order, injunction or similar order, writ, ruling, directive or other requirement of any Governmental Authority (in each such case whether preliminary or final) required of or held by the Seller pertaining to or used in connection with, the Petroleum and Natural Gas Rights, the Tangibles and/or any of the Purchased Assets, excluding the Excluded Assets;

(hhh) "**Licence Transfer**" means any transfers or assignments of Licences (including any and all well, pipeline and facility licences) from Seller to Buyer;

(iii) "**Major Facilities**" means the plant, machinery, equipment, facilities and other tangible depreciable property and assets identified or described in Schedule B under the heading "Major Facilities";

(jjj) "**Marketing and Midstream Agreements**" means agreements described in Schedule J in respect of:

(i) the purchase or sale of gas, oil or other Petroleum Substances;

(ii) gas balancing, hedging or other derivatives;

(iii) the dedication, transportation, processing, compression, treatment, gathering, disposal or storage of Petroleum Substances, including the Assumed FT-R Service (but excluding the Excluded FT-R Service) and including the Keyera GHA; and

(iv) other like agreements;

(kkk) "**Material Adverse Effect**" means:

(i) with respect to the Buyer, any result, occurrence, fact, state of facts, event, circumstance, condition, change or effect which has, or would reasonably

be expected to have, a material adverse effect on the Buyer, as applicable, or on the ability of the Buyer to perform their obligations under this Agreement or to consummate the Transaction on a timely basis; and

(ii) with respect to the Seller or the Purchased Assets, any result, occurrence, fact, state of facts, event, circumstance, condition, change, or effect which is, or would reasonably be expected to be, materially adverse to the Business, assets, liabilities, operations, condition (financial or otherwise) and operations of the Seller and the Purchased Assets, taken as a whole, or, with respect to the Seller only, any change or effect having, or which would reasonably be expected to have, a material adverse effect on the ability of the Seller to perform its obligations under this Agreement or to consummate the Transaction on a timely basis,

provided that none of the following (or any result, occurrence, fact, state of facts, event, circumstance, condition, change or effect resulting from, in connection with or attributable to any of them) will, in each case, be deemed to constitute a "Material Adverse Effect" or be considered in determining whether a "Material Adverse Effect" has occurred:

(iii) any failure by the Seller or the Purchased Assets (or any part thereof) to meet any projections or forecasts or revenue or earnings predictions, and any reasonable business decisions made with respect thereto;

(iv) the insolvency of the Seller or its CCAA Proceedings (including, any action approved by or motion made before the CCAA Court or another court of competent jurisdiction in connection with such CCAA Proceedings);

(v) any natural disaster, force majeure event or any acts of terrorism, sabotage, military action or war (whether or not declared) or any escalation or worsening thereof;

(vi) conditions generally affecting (I) an industry or market in which the Seller participates, (II) the Canadian economy as a whole or (III) the U.S. economy as a whole;

(vii) general economic or political conditions or conditions relating to the financial or capital markets in general;

(viii) the execution, delivery, announcement or pendency of this Agreement or any other commitment, agreement or arrangement that may be agreed to and/or entered into by the Seller to effect the Transaction (including pursuant to the CCAA Proceedings), the consummation of the Transaction (including pursuant to the CCAA Proceedings), compliance with the terms of, or the taking of any action or omission required by, this Agreement or any such other agreements or arrangements or in connection with the Transaction (including pursuant to the CCAA Proceedings), or the taking of any action or omission requested, required or approved in writing by or on behalf of the Buyer;

(ix) any change in applicable accounting requirements or principles, Applicable Laws or Licences, (including those forming part of the Purchased Assets) or the interpretation thereof by any Governmental Authority;

(x) with respect to the Seller and the Purchased Assets only, any act or omission of the Buyer or any of its affiliates or any of its respective directors, officers, partners, shareholders, employees, agents, advisors or other Representatives, including any communication, action or omission by the Buyer of its plans or intentions with respect to the Seller, the Transaction, the CCAA Proceedings or any part thereof or any of the Purchased Assets; and

(xi) any action required to be taken under any Applicable Law, Licences or any other existing Miscellaneous Interests by which the Seller (or any of its assets) is bound;

provided. further that, in respect of paragraphs (v), (vi) and (vii), above, any material and unexpected escalation or worsening of the events described in such paragraphs from and after the date hereof as a result of the novel coronavirus (COVID-19) pandemic or the impacts of same, to the extent that such escalation or worsening disproportionately affects the Seller and the Business, such disproportionate effect only shall not be considered exceptions to the definition of "Material Adverse Effect" hereunder.

(lll) "**Material Contracts**" means any Miscellaneous Interest that is a Contract that (1) would reasonably be expected to result in aggregate payments by or revenues to Seller or Buyer with respect to the Purchased Assets of more than two hundred thousand Canadian dollars (CAD$200,000) during the current or any subsequent fiscal year (based solely on the terms thereof and without regard to any expected increase in volumes or revenues), (2) is not terminable without penalty on thirty days or less notice, and (3):

(i) is in respect of the: (A) purchase or sale of Petroleum Substances; (B) gas balancing, hedging or other derivatives; (C) the dedication, transportation, processing, compression, treatment, gathering, disposal or storage of Petroleum Substances; and (D) other like agreements, to sell, lease, farmout, or otherwise dispose of or encumber any material interest in any of the Purchased Assets after the date hereof, other than conventional rights of reassignment arising in connection with Seller's surrender or release of any of the Purchased Assets (except where any such right of reassignment has been triggered prior to the Closing);

(ii) obligates Buyer to drill additional Wells or conduct other material development operations after the Closing;

(iii) constitutes a non-competition agreement or any similar agreement that purports to restrict, limit, or prohibit, in any material respect, the manner in which, or the locations in which, Seller conducts business in any material respect, including areas of mutual interest;

(iv) provides for any call upon, option to purchase, or similar rights with respect to the Purchased Assets or to the production therefrom or the processing thereof, or is a dedication of production or otherwise requires production to be transported, processed, or sold in a particular fashion; or

(v) is listed in Schedule A;

(mmm) "**Miscellaneous Interests**" means, subject to the limitations and exclusions below in this definition, all of Seller's right, title and interest in and to all property and rights that pertain directly to the Petroleum and Natural Gas Rights or the Tangibles (excluding the Petroleum and Natural Gas Rights or the Tangibles themselves), including:

(i) the Title and Operating Documents;

(ii) Surface Rights;

(iii) the well bores and down-hole casing for the Wells;

(iv) the Marketing and Midstream Agreements;

(v) records, files, reports, data, correspondence and other information, including lease, contract, well, production and facilities files and records;

(vi) Licences;

(vii) Leases;

(viii) Specified Insurance Proceeds;

(ix) Books and Records;

(x) all extensions, renewals, replacements, substitutions or amendments of or to any of the matters described in paragraphs (i), (ii), (iv), (vi), (vii), (viii) and (ix) above; and

(xi) Seismic Data,

provided however, the Miscellaneous Interests shall not include:

(xii) any Excluded Assets; or

(xiii) any of the foregoing property or rights to the extent that they relate to the Excluded Assets;

(nnn) "**NORM**" means naturally occurring radioactive materials;

(ooo) "**Ordinary Course**" means, with respect to an action taken or omitted to be taken by Seller, that such action is reasonably practicable and generally consistent with the recent past practices of Seller having regard to the recent circumstances leading

up to and including the transactions contemplated by this Agreement and the CCAA Proceedings;

(ppp) "**Outstanding ROFRs**" has the meaning given to it in Section 6.11(e);

(qqq) "**Parties**" means the Seller and the Buyer, and "Party" means any of them;

(rrr) "**Permitted Encumbrances**" means:

(i) Encumbrances or privileges reserved to, vested in or in favour of any Person by (a) any Applicable Law or (b) the terms of any Licence that affects any lands or premises, to amend or terminate any such Licence, to require annual or other periodic payments or sets out other requirements as a condition to the continuance or effect thereof of such Licence;

(ii) Encumbrances for Taxes, assessments or governmental charges, and Encumbrances in favour of a Governmental Authority arising by (a) Applicable Law or (b) operation of Applicable Law and which relate to or secure obligations, in each case not at the time due and delinquent (or which may be paid without interest or penalties) or the validity or amount of which is being contested in good faith by appropriate proceedings;

(iii) inchoate materialmen's, mechanic's, workmen's, repairmen's, garage keeper's or other like Encumbrances arising in the Ordinary Course of the Business for payments not yet due or delinquent;

(iv) any subsisting reservations, limitations, provisions and conditions contained in any original grants from the Crown of any land or interests therein, reservations of undersurface rights to mines and minerals of any kind including rights to coal, petroleum and minerals of any kind, including rights to enter, prospect and remove the same, and statutory exceptions, qualifications or limitations to the title;

(v) Encumbrances associated with, and financing statements evidencing, the rights of equipment or other capital lessors under equipment contracts or other capital lease arrangements forming part of the Purchased Assets in and to the equipment or other capital assets which are subject to such Miscellaneous Interests;

(vi) permits, licences, zoning, entitlement and other land use regulations, agreements, arrangements, easements, restrictions, reservations, restrictive covenants, conditions, rights-of-way, public ways, rights in the nature of an easement and other similar rights in land of, granted to or reserved by other Persons (including, permits, licences, agreements, easements, subdivisions, development, site plan, zoning, rights-of-way, sidewalks, public ways, as well as rights in the nature of easements or servitudes for sewers, drains, gas and water mains or electric light and power or telephone and telegraph conduits, poles, wires and cables), which would not reasonably be expected

to have a Material Adverse Effect for the purposes for which the Leases are held or used;

(vii) the terms and conditions of the Title and Operating Documents or Miscellaneous Interests that are Contracts;

(viii) any ROFR;

(ix) any Encumbrance to be fully released by Seller on or prior to the Closing at no cost to Buyer;

(x) any amendment, supplement, replacement, extension or renewal of any of the foregoing from time to time; and

(xi) those Encumbrances specifically listed on Schedules A and F;

(sss) "**Person**" means any individual, partnership, limited partnership, limited liability company, joint venture, syndicate, sole proprietorship, co-operative, company or corporation with or without share capital, unincorporated association, trust, trustee, executor, administrator or other legal personal representative, Governmental Authority or other entity however designated or constituted;

(ttt) "**Personal Property Leases**" means a personal or movable property lease, equipment lease, conditional or instalment sale contract and other similar agreement relating to any Tangibles to which the Seller is a party or under which it has rights to use any Tangibles;

(uuu) "**Petroleum and Natural Gas Rights**" means all of Seller's right, title and interest (whether absolute, contingent, legal or beneficial) in and to:

(i) rights in, or rights to drill for and to produce, save and market, Petroleum Substances including leasehold interests and working interests;

(ii) rights to a share of the production of Petroleum Substances;

(iii) fee simple interests and other estates in Petroleum Substances in situ;

(iv) royalty interests, net profit interests and similar interests in Petroleum Substances or the proceeds of the sale of Petroleum Substances or to payments calculated by reference thereto; and

(v) rights to acquire any of the foregoing in paragraphs (i), (iii) and (iv);

but, in each case, only insofar as the foregoing relate to the Lands or any lands pooled or unitized therewith;

(vvv) "**Petroleum Substances**" means crude oil, natural gas, natural gas liquids and other related hydrocarbons and all other substances related to any of the foregoing, whether liquid, solid or gaseous, and whether hydrocarbons or not, including sulphur;

(www) "**Petroleum Substances Inventory**" means all Petroleum Substances produced from or attributable to the Working Interests prior to the Effective Time, including marketable Petroleum Substances produced from or attributable to the Working Interests in storage tanks as of the Effective Time, and Petroleum Substances past a custody transfer point at the Effective Time, and all proceeds attributable thereto;

(xxx) "**Post-Filing Payables**" means, other than the Assumed Liabilities, any payables or other liabilities that are incurred or accrued from and after the commencement of CCAA Proceedings to the Closing Date;

(yyy) "**Prepaid Expenses**" means all amounts which are prepaid in relation to the Purchased Assets for payables or liabilities that are incurred or accrue from and after the Effective Time and any other deposits, security or cash collateral in respect of or in relation to the Purchased Assets that were made by the Seller;

(zzz) "**Prime Rate**" means an annual rate of interest equal to the annual rate of interest announced from time to time by the main branch of National Bank of Canada, as a reference rate then in effect for determining interest rates on Canadian dollar commercial loans provided that such rate shall be determined on the last day of each month and applied to the next succeeding month;

(aaaa) "**Purchase Price**" has the meaning given to it in Section 2.5(a);

(bbbb) "**Purchased Assets**" means the Petroleum and Natural Gas Rights, the Tangibles and the Miscellaneous Interests, and excludes, for greater certainty, the Excluded Assets;

(cccc) "**Refunds**" means any refunds due to the Seller by a third party for any overpayment of rentals, royalties, excess royalty interests or production payments attributable to the Purchased Assets with respect to any period of time prior to the Effective Time;

(dddd) "**Release**" means any past or present spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or disposing of a Hazardous Substance into the Environment (including the abandonment or discharging of barrels, containers and other closed receptacles containing any Hazardous Substance);

(eeee) "**Representatives**" means, in respect of any Party, their respective affiliates, directors, officers, employees, agents and advisors (including financial advisors and legal counsel) of that Party and its affiliates, as well as the directors, officers and employees of any such Party's agents or advisors;

(ffff) "**ROFR**" means a right of first refusal, right of first offer or other pre-emptive or preferential right of purchase or similar right to acquire the Purchased Assets or certain of them that may become operative by virtue of this Agreement or the completion of the Transaction;

(gggg) "**Seismic Data**" means all proprietary seismic data wholly-owned by Seller or jointly- owned with one or more Third Parties;

(hhhh) "**Seller Employees**" means the employees of the Seller (full-time or part-time, on leave or on disability and including those on statutory or other absences) associated with the ongoing operation of the Purchased Assets and employed by the Seller on date hereof;

(iiii) "**Specific Conveyances**" means all conveyances, assignments, transfers, novations, trust declarations and other documents or instruments, other than and in addition to the General Conveyance, that are reasonably required or desirable, in accordance with normal oil and gas industry practices, to convey, assign and transfer the Purchased Assets to Buyer or Buyer's nominee and to make Buyer or Buyer's nominee a party to, and to novate Buyer or Buyer's nominee into, the Title and Operating Documents and other Miscellaneous Interests, as applicable, in the place and stead of Seller with respect to the Purchased Assets, *provided however*, that no Specific Conveyance shall confer or impose upon a Party any greater right or obligation than contemplated in this Agreement;

(jjjj) "**Specified Insurance Proceeds**" means if, and only to the extent, any Purchased Asset is lost, damaged or destroyed for any reason, the net proceeds of any insurance payable or paid, as well as the Seller's rights in and to any such proceeds, directly and solely as a result of the occurrence of such loss, damage or destruction;

(kkkk) "**Sunchild JV Agreements**" has the meaning given to it in Schedule A;

(llll) "**Sunset Date**" has the meaning given to it in Section 11.1(b);

(mmmm) "**Surface Rights**" means all rights to occupy, cross or otherwise use or enjoy the surface of the Lands or any other lands: (i) upon which the Tangibles are situate, (ii) used in connection with the ownership or operation of the Petroleum and Natural Gas Rights, the Tangibles or the Wells, or (iii) used to gain access to any of the Lands, the Tangibles or the Wells;

(nnnn) "**Tangibles**" means all of Seller's right, title and interest in and to:

(i) all Major Facilities; and

(ii) all other tangible depreciable property, apparatus, plant, equipment, machinery, field inventory and facilities other than the Major Facilities, used or intended for use in, or otherwise useful in exploiting any Petroleum Substances from or within the Lands (whether the Petroleum and Natural Gas Rights to which such Petroleum Substances are allocated are owned by Seller or by others or both) and located within, upon or in the vicinity of the Lands, including all gas plants, oil batteries, buildings, production equipment, pipelines, pipeline connections, meters, generators, motors, compressors, treaters, dehydrators, separators, pumps, tanks, boilers, communication equipment and all salvageable equipment pertaining to any Wells listed in a Schedule hereto;

(oooo) "**Tax**" and "**Taxes**" means all taxes, duties, fees, premiums, assessments, levies and other charges of any kind whatsoever imposed by any Governmental Authority, together with all interest, penalties and fines in respect thereof.

(pppp) "**Tax Act**" means the *Income Tax Act* (Canada), as amended from time to time;

(qqqq) "**Third Parties**" means any Person other than the Seller, Buyer, and their affiliates;

(rrrr) "**Third Party Consents**" means the notices to and consents, approvals, permission and/or authorizations reasonably required for or in connection with the Transaction or any part thereof, including from applicable Governmental Authorities and other Persons for the assignment or transfer of the Consent Required Contracts and other Miscellaneous Interests, as may be required by the terms thereof;

(ssss) "**Title and Operating Documents**" means:

(i) all Leases, subleases, permits and Licences (and any replacements, renewals or extensions thereof or leases or other instruments derived therefrom) pertaining to the Lands by virtue of which the holder thereof is granted certain rights with respect to Petroleum Substances within, upon or under the Lands or any lands pooled or unitized therewith or by virtue of which the holder thereof is deemed to be entitled to a share of Petroleum Substances removed from the Lands or any lands pooled or unitized therewith;

(ii) agreements relating to the Purchased Assets, including the acquisition, ownership, operation or exploitation of the Petroleum and Natural Gas Rights, Tangibles or the Wells, including:

(A) operating agreements, royalty agreements, farm-out or farm-in agreements, option agreements, participation agreements, pooling agreements, unit agreements, unit operating agreements, sale and purchase agreements and asset exchange agreements;

(B) agreements for the sale of Petroleum Substances that are terminable on 31 days notice or less without early termination penalty or other cost;

(C) agreements pertaining to the Surface Rights;

(D) agreements for the construction, ownership and operation of gas plants, gathering systems and other tangible depreciable property and assets; and

(E) service agreements for the treating, gathering, storage, transportation or processing of Petroleum Substances or other substances, the injection or subsurface disposal of other substances, the use of well bores or the operation of any Tangibles or Wells by a Third Party; and

(iii) Licences and other approvals, authorizations or licences required under Applicable Law;

(tttt) "**Transaction**" means the purchase of assets and assumption of liabilities of the Seller by the Buyer contemplated by this Agreement (including pursuant to the CCAA Proceedings);

(a) "**Transaction Approvals**" has the meaning given to it in Section 6.9(b);

(b) "**Transfer Taxes**" has the meaning given to it in Section 2.8(a);

(c) "**Unscheduled Assets**" has the meaning given to it in Section 2.2(a);

(d) "**Wells**" means all producing, shut-in, water source, observation, disposal, injection, abandoned, suspended and similar wells located on or within the Lands or any lands pooled or unitized therewith, whether or not completed, including the wells identified or described in Schedule B, together with all well Licences relating thereto but specifically excluding all abandoned wells that have been reclamation certified;

(e) "**Whitemap Area**" means the area outlined in red on the map attached as Schedule E; and

(f) "**Working Interest**" means an undivided percentage ownership interest under a Lease, in the rights to explore and drill for, produce, take, win and remove the Petroleum Substances that are subject to the Lease, together with the associated liability for the said percentage of the costs and expenses of the said activities.

1.2 Appendices and Schedules

The following Schedules form part of this Agreement:

Schedule A	Lands; Petroleum and Natural Gas Rights; Leases; Sunchild JV Agreements
Schedule B	Tangibles, Major Facilities and Wells
Schedule C	General Conveyance
Schedule D	Litigation
Schedule E	Whitemap Area
Schedule F	Permitted Encumbrances
Schedule G	AFEs
Schedule H	ROFRs
Schedule I	Letters of Credit
Schedule J	Marketing and Midstream Agreements

1.3 Statutes

Unless specified otherwise, reference in this Agreement to a statute refers to that statute as it may be amended, or to any restated or successor legislation of comparable effect.

1.4 Headings and Table of Contents

The inclusion of headings and a table of contents in this Agreement is for convenience of reference only and shall not affect the construction or interpretation hereof

1.5 Interpretations

In this Agreement, unless the context otherwise requires, words importing the singular include the plural and vice versa and words importing gender include all genders. In addition, every use of the words "including" or "includes" in this Agreement is to be construed as meaning "including, without limitation" or "includes, without limitation", respectively.

1.6 Currency

Except where otherwise expressly provided, all amounts in this Agreement are stated and shall be paid in Canadian dollars.

1.7 Knowledge

Any reference to the "knowledge" or awareness of the Seller, will mean the actual knowledge, information and belief of the Seller's President and Executive Vice Presidents without inquiry, in their respective capacity as senior executive officers of the Seller only and not in their personal capacity or in any other capacity, and without personal liability, as of the date of this Agreement.

1.8 Invalidity of Provisions

Each of the provisions contained in this Agreement is distinct and severable and a declaration of invalidity or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision hereof.

1.9 Entire Agreement

This Agreement and the agreements and other documents required to be delivered pursuant to this Agreement, constitute the entire agreement between the Parties and set out all the covenants, promises, warranties, representations, conditions and agreements between the Parties in connection with the subject matter of this Agreement and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, pre-contractual or otherwise. There are no covenants, promises, warranties, representations, conditions, understandings or other agreements, whether oral or written, pre-contractual or otherwise, express, implied or collateral between the Parties in connection with the subject matter of this Agreement except as specifically set forth in this Agreement and any document required to be delivered pursuant to this Agreement.

1.10 Waiver, Amendment

Except as expressly provided in this Agreement, no amendment or waiver of this Agreement shall be binding unless executed in writing by each of the Parties hereto. No waiver of any provision of this Agreement shall constitute a waiver of any other provision nor shall any waiver of any provision of this Agreement constitute a continuing waiver unless otherwise expressly provided.

1.11 Governing Law, Jurisdiction and Venue

This Agreement, the rights and obligations of the Parties under this Agreement, and any claim or controversy directly or indirectly based upon or arising out of this Agreement or the Transaction (including for the CCAA Proceedings or any part thereof, and in each case whether based on contract, tort, or any other theory), including all matters of construction, validity and performance, as well as the rights and obligations of the Parties hereunder or thereunder, shall in all respects be governed by, and interpreted, construed and determined in accordance with, the laws of the Province of Alberta and the federal laws of Canada applicable therein (including, as applicable, the CCAA), without regard to the conflicts of law principles thereof. The Parties consent to the jurisdiction and venue of the courts of the Province of Alberta (including, as applicable, the CCAA Court) for the resolution of any such disputes arising under this Agreement or any other arrangement between the Parties (including the CCAA Proceedings or any part thereof). Each Party agrees that service of process on such Party as provided in Section 12.12 shall be deemed effective service of process on such Party.

ARTICLE 2
PURCHASE AND SALE

2.1 Purchased Assets

Subject to the terms and conditions of this Agreement, at the Closing and effective as of the Closing Time, the Seller agrees to sell, assign, transfer and convey to the Buyer, and the Buyer agrees to purchase, assume and accept from the Seller, all of the Seller's right, title and interest in and to, and the Buyer agrees to assume and perform all of the Seller's obligations in and under, the Purchased Assets, free and clear of all Encumbrances other than the Permitted Encumbrances on and subject to the terms and conditions hereof.

2.2 Whitemap Area

(a) The Parties acknowledge that although the Parties have prepared and reviewed the Schedules attached hereto diligently and with good faith, they recognize that there may be unintended omissions or mis-descriptions. As such, the Parties acknowledge and agree that it is their intention that, in addition to those Purchased Assets included and specified in the Schedules hereto, the Purchased Assets shall include Seller's entire interest in and to all Petroleum and Natural Gas Rights, Tangibles and Miscellaneous Interests (as those terms are defined herein) which fall within the Whitemap Area (for clarity, excluding the Excluded Assets), any of such additional unscheduled Purchased Assets, if any, being the "**Unscheduled Assets**", and that the Purchase Price includes consideration for such Unscheduled Assets.

(b) To the extent that any Unscheduled Assets are identified by any Party after the Closing Date, the Parties shall use all reasonable efforts to replace the affected Schedules attached hereto with corrected Schedules, which corrected Schedules shall be deemed to be the applicable Schedule as of the date hereof, and to take such additional steps as are necessary to specifically convey Seller's interest in such Unscheduled Assets to Buyer.

2.3 Excluded Assets

Notwithstanding any provision of this Agreement, the Purchased Assets will not, and will not be deemed to, include the following assets (collectively, the "**Excluded Assets**"):

(a) the Excluded Contracts;

(b) the Excluded Vehicles;

(c) all original Tax records and Books and Records pertaining thereto, minute books, share ledgers, corporate seals, stock certificates of the Seller, taxpayer and other identification numbers and other documents relating to the organization, maintenance and existence of the Seller as a Person or any of the Business, in each case that do not relate to the Purchased Assets, *provided however that* the Seller shall retain the original copies of any of the redacted records required to be provided to the Buyer hereunder (and provide the Buyer with a copy thereof) to the extent the Seller is required to do so under Applicable Law;

(d) all Accounts Receivable;

(e) all Refunds;

(f) all Intellectual Property;

(g) all Prepaid Expenses;

(h) all Petroleum Substances Inventory;

(i) the Excluded FT-R Service;

(j) agreements for the sale of Petroleum Substances and any service agreements, other than the Keyera GHA, for the treating, gathering, storage, transportation or processing of Petroleum Substances or other substances, the injection or subsurface disposal of other substances, the use of well bores or the operation of any Tangibles or Wells by a Third Party, in each case that are not terminable on 31 days notice or less without early termination penalty or other cost;

(k) natural gas compressor Unit #FH-536 (or any replacement lease unit) and its related lease agreement dated October 23, 2017 between Bull Moose Capital Ltd. and Petroworld Energy Ltd. and natural gas compressor unit #11880 (or any replacement lease unit) and its related lease agreement dated November 23, 2020 between Bull Moose Capital Ltd. and Triple Five Intercontinental Group Ltd., as such leases may have been modified, amended or assigned, and any other Personal Property Leases;

(l) all of the Seller's rights and benefits under this Agreement and the Transaction;

(m) all insurance policies, proceeds and claims, but excluding, if assignable and assigned by the Seller to the Buyer in accordance with the terms and conditions of this Agreement, other than the Specified Insurance Proceeds;

(n) any asset or property otherwise forming part of the Purchased Assets that is sold, conveyed, leased or otherwise consumed, utilized, transferred or disposed of in the Ordinary Course during the Interim Period in compliance with the terms of this Agreement;

(o) other than joint venture, operating, participation, royalty arrangements of the Seller, including with First Nations that are Miscellaneous Interests, all shares, partnership and any other securities of any Person owned or held by the Seller;

(p) all rights, claims or causes of action by or in the right of the Seller against any current or former director or officer of the Seller;

(q) all claims and causes of action of the Seller (i) arising from acts, omissions, or events, or damage to or destruction of property occurring prior to the Closing Time, or (ii) affecting any of the other Excluded Assets;

(r) all Letters of Credit; and

(s) any other assets as may be expressly agreed to between the Buyer and the Seller in writing prior to the Closing (which, for certainty, will not result in any adjustment to the Purchase Price).

2.4 As is, Where is

THE BUYER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE PURCHASED ASSETS ARE PURCHASED AND THE ASSUMED LIABILITIES ARE ASSUMED BY THE BUYER "AS IS, WHERE IS" AS THEY SHALL EXIST AT THE CLOSING TIME WITH ALL FAULTS AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, IN FACT OR BY LAW WITH RESPECT TO THE PURCHASED ASSETS AND THE ASSUMED LIABILITIES, AND WITHOUT ANY RECOURSE TO THE SELLER OR ANY OF ITS DIRECTORS, OFFICERS, SHAREHOLDERS, REPRESENTATIVES OR ADVISORS, OTHER THAN FOR KNOWING AND INTENTIONAL FRAUD. THE BUYER AGREES TO ACCEPT THE PURCHASED ASSETS AND THE ASSUMED LIABILITIES IN THE CONDITION, STATE AND LOCATION THEY ARE IN ON THE CLOSING DATE BASED ON THE BUYER'S OWN INSPECTION, EXAMINATION AND DETERMINATION WITH RESPECT TO ALL MATTERS AND WITHOUT RELIANCE UPON ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES OF ANY NATURE MADE BY OR ON BEHALF OF OR IMPUTED TO THE SELLER, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT. Unless specifically stated in this Agreement, the Buyer acknowledges and agrees that no representation, warranty, term or condition, understanding or collateral agreement, whether statutory, express or implied, oral or written, legal, equitable, conventional, collateral or otherwise, is being given by the Seller in this Agreement or in any instrument furnished in connection with this Agreement, as to description, fitness for purpose, sufficiency to carry on any business, merchantability, quantity, condition, quality, value, suitability, durability, environmental condition, assignability or marketability thereof, or in respect of any other matter or thing whatsoever, and all of the same are expressly excluded.

2.5 Purchase Price and Deposit

(a) The aggregate purchase price payable by the Buyer to the Seller for the Purchased Assets is the aggregate sum of $34,100,000 (the "**Purchase Price**"). The Seller confirms that Buyer has delivered to the Monitor, in trust, $3,410,000 (the "**Deposit**") as a deposit towards the Purchase Price to be held by the Monitor in trust, to be applied or returned, as the case may be, in accordance with the terms and conditions of this Agreement. For the avoidance of doubt, the consideration for the purchase by Buyer of the Purchased Assets includes Buyer's assumption of the Assumed Liabilities.

(b) Upon Closing, the Deposit (plus interest earned thereon from the date of payment to the Closing Date, if any) will be credited to the Purchase Price as provided herein.

(c) If this Agreement is terminated by the Seller pursuant to Section 11.1(b) or Section 11.1(c) then the Deposit and any interest earned thereon, if any, shall be forfeited by the Buyer to, and become the sole property of, the Seller, as liquidated damages and not as a penalty, representing the Parties' genuine pre-estimate of the aggregate quantum of damages that will have been sustained by Seller as a result of the failure to complete the Transaction and in consideration for the forfeiture of the Deposit (plus any interest accrued thereon, if any), Seller waives and releases Buyer from any and all rights and remedies that may be available to Seller, at law or in equity, as a result of Closing not occurring in such circumstances, and Buyer shall have no further liability to Seller, except in the case of fraud, gross negligence and wilful misconduct by or of Buyer.

(d) If this Agreement is terminated by the Buyer pursuant to Section 11.1(b) or Section 11.1(c), then the Deposit and any interest earned thereon, if any, shall be returned to the Buyer within five (5) Business Days following the date of termination of this Agreement, and become the sole property of the Buyer, as liquidated damages and not as a penalty, representing the Parties' genuine pre-estimate of the aggregate quantum of damages that will have been sustained by Buyer as a result of the failure to complete the Transaction and in consideration for the return of the Deposit (plus any interest accrued thereon, if any), Buyer waives and releases Seller from any and all rights and remedies that may be available to Buyer, at law or in equity, as a result of Closing not occurring in such circumstances, and Seller shall have no further liability to Buyer, except in the case of fraud, gross negligence and wilful misconduct by or of Seller.

2.6 Payment of Purchase Price at Closing

(a) At the Closing, the Buyer shall satisfy the Purchase Price by:

(i) the crediting and set-off of against the Purchase Price as to the amount of the Deposit and interest accrued thereon; and

(ii) as to the balance of the Purchase Price:

(A) payment of the sum of $2,000,000 (the "**Holdback Amount**") to the Monitor, in trust, by way of wire transfer of immediately available funds to such bank account as is designated by the Monitor and advised by the Monitor to the Buyer no later than the Closing Date, which sum shall be held in trust by the Monitor pursuant to Section 2.6(b), and the crediting and set-off of such amount against the Purchase Price; and

(B) payment of the balance of the Purchase Price to the Monitor by way of wire transfer of immediately available funds to such bank account as is designated by the Monitor.

In the event that the Seller or the Monitor requests a reduction of the Holdback Amount, Seller shall provide evidence of the amounts required to satisfy the Cure Costs and the Post-Filing Payables and Buyer shall not unreasonably withhold its agreement to such reduction.

(b) In accordance with and as further described in the Escrow Agreement, the Holdback Amount shall be paid by the Monitor in such amounts or portions thereof, as applicable, (i) firstly to the recipients of Post-Filing Payables and the Cure Costs in respect of the Purchased Assets, to the extent necessary to fully satisfy same; and (ii) the balance shall be paid or applied in accordance with the Court Approval.

2.7 Purchase Price Allocation

The Purchase Price shall be allocated among the Purchased Assets as follows, or as the Seller and the Buyer may otherwise agree:

(a) to the Petroleum and Natural Gas Rights, 80%;

(b) to the Tangibles, 20% less $10.00; and

(c) to the Miscellaneous Interests, $10.00.

In the determination of the Purchase Price payable for the Purchased Assets, the Parties are in agreement that the extent and value of past, present and future Environmental Liabilities related to the Purchased Assets is unknown as of the Closing Date, and the Parties have not attributed a specific or agreed to value with regard to either (i) such liabilities, or (ii) the indemnities provided for in this Agreement, nor shall there be any adjustments made to the Purchase Price in relation thereto.

2.8 Tax Matters

(a) All amounts payable by the Buyer to the Seller pursuant to this Agreement are exclusive of any GST/HST or any other federal, provincial, state or local or foreign value-added, sale, use, consumption, multi-staged, ad valorem, personal property, customs, excise, stamp, documentary, filing, transfer, land or real property transfer, or similar Taxes, duties, or charges, or any recording or filing fees or similar charges (collectively, "**Transfer Taxes**") arising in connection with the sale,

conveyance, assignment and transfer of the Purchased Assets from the Seller to the Buyer. The Buyer will be solely liable and responsible for and will pay, if required by Applicable Law, all Transfer Taxes (and within the time periods required thereunder). The Parties will cooperate with each other in good faith and will use Commercially Reasonable Efforts to assist the Buyer in mitigating such taxes. If the Seller is required by any Applicable Law or by administration thereof to collect any applicable Transfer Taxes from the Buyer, the Buyer will pay such amounts to the Seller concurrent with the payment of any consideration payable pursuant to this Agreement or, if arising after Closing, forthwith, and Seller will pay such amounts to the applicable Governmental Authority on a timely basis and otherwise in accordance with Applicable Laws.

(b) The Parties will use their Commercially Reasonable Efforts in good faith to minimize (or eliminate) any taxes payable under the GST/HST Legislation and, if applicable, similar acts of other jurisdictions in respect of the Closing by, among other things, making such elections, providing such purchase exemption certificates and taking such steps as may be provided for under all such applicable acts (including, for greater certainty, at the specific request of the Buyer to the Seller, the Parties filing a joint election in a timely manner under Section 167 of the *Excise Tax Act* (Canada) or the corresponding provisions of the applicable provincial Tax law, if applicable and available), in each case, if requested by the Buyer. If the Buyer requests the Seller to make any such election, apply for any such certificate, make any such filing or take any such step, then in addition to any other indemnification obligation of the Buyer to the Seller, the Buyer will at all times indemnify and hold harmless the Seller and their Additional Indemnitees against and in respect of any and all Indemnified Losses, including all amounts assessed (together with any and all interests and penalties) by the Minister of National Revenue (Canada) or the corresponding Governmental Authority in each other applicable jurisdiction (including all legal and professional fees incurred by the Seller or its shareholders, directors, officers, agents, advisors and/or employees, as a consequence of or in relation to any such assessment) as a consequence of either the Minister or any such other Governmental Authorities determining, for any reason, that either election is unavailable, inapplicable, invalid or not properly made. The Seller shall provide Buyer with Seller's GST registration number at least four (4) Business Days prior to Closing.

(c) If requested by Buyer, the Parties shall jointly elect under paragraph 66.7(7)(e) of the Tax Act, in the prescribed form and within the time limits prescribed by the Tax Act, in respect of the transfer of the Purchased Assets.

ARTICLE 3
ASSUMED LIABILITIES AND EXCLUDED LIABILITIES

3.1 Assumed Liabilities

Subject to Closing, the Buyer agrees to assume, pay, discharge, perform and fulfil, and will indemnify and hold harmless the Seller and its Additional Indemnitees from and against, only the following debts, commitments, claims, obligations and liabilities of the Seller with respect to the Purchased Assets, whether direct or indirect:

(a) all Environmental Liabilities regardless of when they arose, arise or accrue;

(b) all Transfer Taxes to be paid by the Buyer under Section 2.8;

and the following to but only to the extent they arise or accrue on or after the Effective Time:

(c) subject to Sections 3.1(b), 3.1(c), 3.1(d), 3.1(i) and 3.1(j):

(i) all obligations and liabilities of any kind in relation to or in respect of the Miscellaneous Interests; and

(ii) all other obligations and liabilities (excluding Environmental Liabilities which the Buyer has assumed regardless of when they arose, arise or accrue) in respect of the Purchased Assets or the operation, use or ownership thereof;

in each case to the extent that such obligations and liabilities arise or accrue on or after the Closing Date;

(d) all obligations and liabilities in respect of the Wells (excluding Environmental Liabilities which the Buyer has assumed regardless of when they arose, arise or accrue);

(e) all obligations and liabilities under Applicable Law arising from and after the Closing Time with respect to the storage and retention of personal, financial or other records in respect of or included as the Purchased Assets;

(f) the Keyera GHA;

(g) the Assumed FT-R Service;

all liabilities and obligations assumed by the Buyer as described in Section 3.6; and

(h) any other obligations and liabilities expressly assumed under this Agreement.

(collectively, the "**Assumed Liabilities**"), and no others.

3.2 Excluded Liabilities

Notwithstanding any provision in this Agreement to the contrary, other than the Assumed Liabilities, the Buyer will not assume and will have no obligation to discharge, perform or fulfill any liabilities, debts, obligations, commitments or claims, direct or indirect, whether present or future, absolute, accrued or contingent, of the Seller (collectively, the "**Excluded Liabilities**"). For purposes of clarity, and without limitation of the generality of the foregoing, other than the Assumed Liabilities, the Excluded Liabilities shall include each of the following:

(a) all liabilities and obligations of any kind exclusively relating to the Excluded Assets;

(b) all indebtedness for borrowed money of the Seller;

(c) all guarantees of Third Party obligations by the Seller and reimbursement obligations to guarantors of the Seller's obligations or under Letters of Credit;

(d) all liabilities and obligations for all Taxes payable or to be collected and remitted by the Seller to any Governmental Authority for periods at or prior to the Closing Date, including any Taxes based upon operation or ownership of the Purchased Assets or the production of Petroleum Substances or the receipt of proceeds therefrom assessed with respect to the Purchased Assets, any Taxes in respect of any payments to all Persons employed or retained by Seller prior to the Closing Date and any related obligation to withhold or remit Taxes, even though a claim may be made after the Closing Date, except as otherwise provided under Section 2.8;

(e) all liabilities and obligations of the Seller in respect of any litigation against the Seller that is pending immediately prior to the Closing;

(f) all liabilities and obligations in respect of the Accounts Payable;

(g) all liabilities of the Seller to any owner or former owner of capital stock or warrants, or holder of indebtedness for borrowed money;

(h) the Cure Costs; and

(i) any other obligations or liabilities not expressly assumed by the Buyer as Assumed Liabilities under this Agreement.

The Buyer covenants and agrees that, from and after the Closing Date, (i) it will, at no cost to the Seller, as soon as reasonably possible upon receipt from time to time provide the Seller with all notices, demands and other communications received by or on behalf of the Buyer in respect of any Excluded Liabilities or Excluded Assets; (ii) it will, at no cost to the Seller, use Commercially Reasonable Efforts to co-operate with the Seller in connection with all reasonable demands under any Excluded Liabilities or Excluded Assets, including providing the Seller with access to all personnel, information, data, documents, agreements and instruments reasonably required by the Seller to the extent relating to any Excluded Liabilities or Excluded Assets and provided that such access is not in violation of any of the Buyer's obligations of confidentiality; and (iii) the Seller shall be entitled to exercise any rights and remedies that the Seller may have in respect of any of the Excluded Liabilities and Excluded Assets, either by contract, law or in equity. This ending provision of Section 3.2 shall survive and not merge on the Closing.

3.3 Third Party Consents

(a) Notwithstanding anything contained in this Agreement or elsewhere, the Buyer will not assume and will have no obligation to discharge any liability or obligation under any Consent Required Contract, unless a Third Party Consent has been obtained.

(b) The Buyer acknowledges that:

(i) prior to Closing, it shall not be entitled to request any amendment to the terms of any Consent Required Contract in connection with any consent or

approval to be obtained in connection with the execution and delivery of this Agreement and the consummation of the Transaction; and

(ii) in connection with the transactions contemplated by this Agreement, one or more of the Consent Required Contracts may, among other things, provide the counterparties with a right to terminate in lieu of granting the Third Party Consent, with the right to increase the payment and/or for the loss of rights that are personal to the Seller thereunder.

(c) Notwithstanding anything else contained in this Agreement or elsewhere, the Buyer acknowledges and agrees that, other than paying the Cure Costs and Post-Filing Payables at or concurrent with Closing or pursuant to the Holdback contemplated in Section 2.6, the Seller is only required to use Commercially Reasonable Efforts to obtain, or cause to be obtained, at or prior to the Closing Time, the requisite Third Party Consents.

(d) Without limiting the Buyer's obligations under Section 12.1, the Buyer will use Commercially Reasonable Efforts to forthwith provide to the Seller and, if requested by the Seller or the requisite counterparties, materials suitable for presentation to such counterparties as may be required as a condition for the Third Party Consents. Furthermore, the Buyer will execute and deliver all necessary acknowledgements and assumption agreements required by any counterparty as a condition to the issuance of its consent and that are commercially reasonable or are otherwise contemplated in the corresponding Consent Required Contracts and shall provide all reasonably necessary certificates of insurance and other assurances required thereunder.

(e) Without limiting the generality of the foregoing, but subject to the payment by the Seller of the Cure Costs, as applicable, if any of the Consent Required Contracts, other than the Cure Required Contracts, cannot be assigned to or assumed by the Buyer without a Third Party Consent which Third Party Consent, shall not have been obtained at or prior to the Closing (any such Consent Required Contract, a "**Post-Closing Consent Contract**"), then notwithstanding anything contained in this Agreement or elsewhere, this Agreement does not constitute an assignment or attempted assignment of any such Post-Closing Consent Contracts if the assignment or attempted assignment would constitute a breach of such Post-Closing Consent Contracts. In respect of any Post-Closing Consent Contracts where a Third Party Consent has not been obtained prior to Closing, (A) the Parties shall use their Commercially Reasonable Efforts to ensure that the necessary consents or approvals to the assignment or transfer of such Post-Closing Consent Contracts to the Buyer are obtained as soon as practicable following Closing, (B) no Party shall be in breach of this Agreement as a consequence thereof, (C) no condition to Closing shall be, or be deemed to be, unsatisfied as a consequence thereof, (D) the Purchase Price shall not be, or required to be, adjusted as a consequence thereof and (E) the Closing shall not be delayed or restricted in any way as a consequence thereof.

(f) For a period of ninety (90) days following Closing, until the effective transfer of each Post-Closing Consent Contract, if any:

(i) Seller, as bare trustee and agent of Buyer, shall hold the Buyer's interest in the particular Post-Closing Consent Contracts in trust for the exclusive benefit of Buyer, and, subject to Sections 3.3(e), 3.3(f)(ii), 3.3(f)(iii) and 3.3(f)(iv), shall, upon written instructions from, and for and on behalf of the Buyer, perform and discharge all duties and obligations required thereunder, and Buyer shall have all rights, entitlements, benefits, obligation, liabilities and remedies, arising or accruing with respect to such Post-Closing Consent Contracts during that period;

(ii) Seller shall, at the written request and sole cost, expense and liability and under the written direction of Buyer, in the name of Seller or otherwise as Buyer shall reasonably specify, take all such reasonable actions and do all reasonable things as shall, in the reasonable opinion of Buyer, be necessary or desirable in order that the rights, entitlements, benefits, remedies, duties and obligations of Seller under any such Post-Closing Consent Contract may be enjoyed, received or performed, as the case may be, in accordance with the terms of such Post-Closing Consent Contract, and provided further that, other than any Excluded Assets and subject to Sections 6.4 and 6.5(c) in all respects, all monies receivable under Post-Closing Consent Contracts may be received by Buyer and all rights, entitlements, benefits and remedies under such Post-Closing Consent Contracts may be exercised by Buyer in respect thereof;

(iii) other than any Excluded Assets and subject to Sections 6.4 and 6.5(c) in all respects, where applicable, Seller shall collect all monies (to be held in trust) in respect of the Post-Closing Consent Contracts for and on behalf of Buyer, and shall promptly pay over such monies to Buyer net of any unpaid related costs or expenses (including any GST/HST or other taxes that are payable in respect of the receipt of such amounts) until such time as the Post-Closing Consent Contracts are fully vested with Buyer; and

(iv) Buyer shall at all times indemnify and hold harmless Seller and its Additional Indemnitees from and against all Indemnified Losses suffered, sustained, paid or incurred by Seller or any Additional Indemnitees arising from or in relation to Seller holding Buyer's interest in trust as agent or trustee of Buyer under this Section 3.3(f) and all acts and omissions in connection therewith, except to the extent such acts or omissions are caused by or result from Sellers gross negligence or wilful misconduct. An act or omission will not be regarded as gross negligence or willful misconduct under this Section 3.3(f) to the extent that it was done or omitted to be done pursuant to or in accordance with this Section 3.3(f)(and, in the case of omission, also the lack of any written instructions or consent from the Buyer), in connection with the CCAA Proceedings or otherwise pursuant to any orders or directions of the CCAA Court.

(g) Notwithstanding Section 3.3(f), if the Parties have not received all required Third Party Consents in respect of the Post-Closing Consent Contracts or such Post-Closing Consent Contracts have been terminated by the counterparties thereunder, such that Buyer has not been assigned or novated into all of the Consent Required

Contracts on or prior to the date that is ninety (90) days after the Closing Date, then, such remaining Post-Closing Consent Contracts shall become Excluded Assets and the liabilities thereunder (other than liabilities referenced or contemplated in Section 3.3(f)(ii)or Section 3.3(f)(iv)) shall become Excluded Liabilities.

(h) Notwithstanding anything else contained in this Agreement or elsewhere, the Purchase Price payable by the Buyer shall not be affected or otherwise subject to any adjustment as a result of any fact, matter or circumstance arising from the operation of this Section 3.3 including any Consent Required Contract becoming an Excluded Asset or any liabilities becoming Excluded Liabilities.

(i) This Section 3.3 shall survive and not merge on the Closing.

3.4 Regulatory

(a) The Buyer confirms, acknowledges and agrees that certain Governmental Authority approval of the Buyer is required for certain Third Party Consents and/or Transaction Approvals. Prior to Closing and no later than seven (7) days from execution of this Agreement, the Buyer shall, at its sole cost, expense and responsibility, diligently apply for and seek from the AER pre-approval for the Transaction contemplated herein, including, for certainty, the Licence Transfers, and in seeking such pre-approval shall provide to the AER the following:

(i) information about its corporate structure and associated directors, officers and shareholders, its relationships, if any, with the counterparties of any of the Debt Security and its compliance history with the AER;

(ii) annual and most recent stub period financial statements (balance sheet, income statements, cash flows, and accompanying notes); and

(iii) its plan in outline to address end of life obligations related to the Purchased Assets.

(b) The Buyer shall notify the Seller immediately if the AER refuses to grant the Buyer pre-approval under Section 3.4(a).

3.5 Licence Transfers

(a) The Seller shall, subject to the availability of the applicable AER's systems, not later than one (1) Business Day after Closing, electronically submit an application to the applicable Governmental Authority for the Licence Transfers and the Buyer or its nominee shall, where applicable, at the same time electronically ratify and accept such application.

(b) Following the submission of the Licence Transfer application, each Party shall:

(i) keep the other Party promptly informed of any discussions or communications with the applicable AER relating to the Licence Transfers and provide a copy to the other Party of any written communication received from AER;

(ii) permit the other Party to review in advance any proposed written communication of any nature in respect of the Licence Transfers and provide the other Party with a reasonable opportunity to comment thereon; and

(iii) permit the other Party to participate in any substantive meetings or discussions with the AER in respect of the Licence Transfers, unless the AER requests otherwise.

(c) If, for any reason, a Governmental Authority requires a deposit or any other form of security in order to approve any Licence Transfers, the Buyer shall promptly make such deposit or furnish such other form of security as required.

(d) If the Buyer fails to make a deposit or furnish security it is required to make or furnish under Section 3.5(b)(i) within ten (10) days of the Buyer's receipt of notification from the Seller or the applicable Governmental Authority that such deposit or security is required, then the Seller shall have the right to make such deposit or furnish such security on behalf of the Buyer. In such event, Buyer shall (as applicable) reimburse the amount of such deposit or the costs of such security to the Seller plus interest thereon at the Prime Rate plus four percent (4%) from the date such deposit or security is made or furnished by the Seller until such reimbursement is made and, in the case of security, cause the security to be returned to the Seller as soon as possible and indemnify the Seller for the amount and costs of any draws on the security plus interest thereon at the Prime Rate from the date such draw is made until such indemnification is made. In addition to all other rights to enforce such reimbursement otherwise available to the Seller, the Seller shall have the right to set-off the amount of such reimbursement or indemnification (including interest) against other monies due to the Buyer pursuant to this Agreement.

3.6 NORM

The Buyer acknowledges that the Purchased Assets have been used for exploration, development and production of Petroleum Substances and water and that there may be petroleum, produced water, wastes or other materials located on, under or associated with the Purchased Assets. The Tangibles may contain NORM. NORM may affix or attach itself to the inside of wells, materials and equipment as scale, or in other forms; the wells, materials and equipment located on or included in the Purchased Assets may contain NORM and other wastes or hazardous substances/materials; and NORM containing material and other wastes or hazardous substances/materials may have been buried, come in contact with the soil or otherwise been disposed of on or around the Purchased Assets. Special procedures may be required for the remediation, removal, transportation or disposal of wastes, asbestos, hazardous substances/materials, including hydrogen sulfide gas and NORM from the Purchased Assets. From and after the Closing, Buyer shall assume sole responsibility and obligation for the control, storage, handling, transporting and disposing of or discharge of all materials, substances and wastes from the Purchased Assets (including produced water, hydrogen sulfide gas, drilling fluids, NORM and other wastes), present after the Closing Date, in a safe and prudent manner and in accordance with all applicable Environmental Laws.

ARTICLE 4
REPRESENTATIONS AND WARRANTIES OF THE SELLER

The Seller makes only the representations and warranties set forth in this Article 4 to the Buyer and acknowledges and confirms the Buyer is relying upon same in completing the Transaction. The following representations and warranties are made as of the date hereof and will not survive Closing.

4.1 Corporate Power

(a) The Seller is duly organized and validly existing under the laws of its jurisdiction of incorporation;

(b) The Seller has all necessary authority and capacity to enter into this Agreement and all other agreements and instruments to be executed by it as contemplated by this Agreement and, subject to obtaining the Transaction Approvals, to carry out its obligations under this Agreement and such other agreements; and

4.2 Residence of the Seller

The Seller is not a non-resident of Canada for the purposes of the Tax Act.

4.3 Absence of Conflicts

Subject to receipt of the Transaction Approvals, the Seller is not a party to, bound or affected by or subject to any charter or by-law provision or Applicable Laws or Licences that would be violated, breached, or under which any default would occur or with notice or the passage of time would be created, as a result of the execution and delivery of, or the performance of obligations under, this Agreement or any other agreement or document to be entered or delivered under the terms of this Agreement, except for any violations, breaches or defaults that would not have a Material Adverse Effect on the Seller or the Business.

4.4 Due Authorization and Enforceability of Obligations

Subject to receipt of the Transaction Approvals, the execution and delivery of this Agreement and the consummation of the Transaction have been duly authorized by all necessary corporate action of the Seller. Subject to receipt of the Transaction Approvals, this Agreement has been duly and validly executed by the Seller and constitutes a valid and binding obligation of the Seller enforceable against it in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, moratorium, reorganization and similar laws affecting creditors generally and by general principles of equity, regardless of whether asserted in a proceeding in equity or law.

4.5 Approvals and Consents

Except for the Transaction Approvals, no authorization, consent or approval of, or filing with or notice to, any Governmental Authority, court or other Person is required in connection with the execution, delivery or performance of this Agreement by the Seller and each of the agreements to be executed and delivered by the Seller hereunder or the sale of the Purchased Assets hereunder, except for any authorizations, consents, approvals, filings or notices the failure of which to receive

or obtain would not have a Material Adverse Effect on the Seller and the Purchased Assets, taken as a whole.

4.6 Compliance with Laws

The Seller is conducting the Business in compliance with all Applicable Laws except where the failure to be in compliance would not reasonably be expected to result in a Material Adverse Effect on the Seller and the Purchased Assets, taken as a whole. No written notice or warning from any Governmental Authority with respect to any failure or alleged failure of, or necessity for, the Seller (solely in respect of the Purchased Assets) to comply with any Applicable Law has been received by the Seller nor, to the knowledge of the Seller, is any such notice or warning proposed or threatened except as would not reasonably be expected to result in a Material Adverse Effect on the Seller and the Purchased Assets, taken as a whole.

4.7 Litigation

Other than as set out in Schedule D, there are no litigation or other adversarial proceedings before a Governmental Authority pending or, to the knowledge of the Seller, threatened that, if adversely determined, would reasonably be expected to prohibit, restrict or enjoin the completion of the Transaction or have a Material Adverse Effect on the Seller and the Purchased Assets, taken as a whole.

4.8 Material Contracts and Leases

To Seller's knowledge:

(a) the disclosure by, or on behalf of, Seller to Buyer on or before the date hereof includes all Due Diligence Materials that Seller is aware of including all Material Contracts;

(b) all Material Contracts are valid and binding against the Seller and the counterparties thereto; and

(c) except for the Third Party Consents and other than the Cure Costs owing, (i) there are no outstanding defaults by the Seller under the Material Contracts and the IOGC Lease which would reasonably be expected to have a Material Adverse Effect on the Purchased Assets, and (ii) to the knowledge of the Seller, there exists no outstanding default by the counterparties to the Material Contracts and the IOGC which would reasonably be expected to have a Material Adverse Effect on the Purchased Assets, taken as a whole.

4.9 Licences

All necessary Licences with regard to the ownership or operation of the Purchased Assets have been obtained and maintained in effect and no violations exist in respect of such Licences, except for such non-compliance, failure to obtain or maintain, and such facts, conditions or circumstances, the existence of which would not constitute a Material Adverse Effect on the Seller and the Purchased Assets, taken as a whole.

4.10 Compliance with Orders

The Seller is in compliance with any orders issued by any Governmental Authority requiring that any Wells be plugged and abandoned except where the failure to be in compliance would not reasonably be expected to result in a Material Adverse Effect on the Seller and the Purchased Assets, taken as a whole.

4.11 Hedging

There are no futures, options, swaps or other derivatives with respect to the sale of Petroleum Substances from the Purchased Assets that are or will be binding on the Buyer in respect of the Purchased Assets at any time after the Closing Date.

4.12 Environmental Matters

Solely with respect to the Lands and Leases:

(a) the Seller is conducting the Business in compliance with Environmental Laws, except for non-compliance that would not reasonably be expected to result in the Seller incurring material liabilities under Environmental Laws;

(b) the Seller has not received any written notice or warning from any Governmental Authority with respect to any material adverse condition or any material non-compliance with any Environmental Laws in respect of the Purchased Assets or any of them that remains outstanding at this time; and

(c) no litigation or regulatory action is pending, or, to the knowledge of the Seller, threatened against the Seller with respect to any of the Purchased Assets alleging material non- compliance with or material liability under Environmental Laws.

Notwithstanding anything else contained in this Agreement, the representations and warranties contained in this Section 4.12 are the sole and exclusive representations and warranties of the Seller pertaining or relating to any environmental, health or safety matters, including any arising under any Environmental Laws.

4.13 Taxes

The Seller is registered for purposes of the GST/HST Legislation.

4.14 Tangibles

To the Seller's knowledge, the Tangibles: (i) have been constructed and operated in accordance with generally accepted oil and gas field practices in Alberta; and (ii) are in good and operable condition, reasonable wear and tear excepted, and except as would not have a Material Adverse Effect.

4.15 AFEs

Schedule G hereof contains a list, true and correct as of the date hereof, of all material authorities for expenditures (collectively, "**AFEs**") for capital expenditures with respect to the Purchased

Assets that have been proposed by any Person having authority to do so (including internal AFEs of Seller not delivered to third parties) or other commitments to make expenditures in respect of the ownership or operation of the Purchased Assets in an amount (in respect of Seller's share) in excess of fifty thousand Canadian dollars (CAD$50,000).

4.16 ROFRs

To Seller's knowledge, Schedule H:

(a) lists all Title and Operating Documents that contain ROFRs; and

(b) accurately identifies all such Title and Operating Documents containing ROFRs for which a contractual exemption does not apply, such that the relevant Third Parties are entitled to receive notice of, and exercise, such ROFRs as a result of this Transaction.

4.17 No Other Representations and Warranties

Notwithstanding anything else contained in this Agreement, except for the representations and warranties contained in this Article 4, neither the Seller nor any other Person on behalf of any Seller makes any representation or warranty, express or implied, with respect to the Seller, the Purchased Assets, the Assumed Liabilities or the Transaction and in particular, without limiting the generality of the foregoing, except for the representations and warranties contained in this Article 4, the Seller makes no representations and warranties with respect to:

(a) any engineering, geological or other interpretation or economic evaluations respecting the Purchased Assets;

(b) the quality, quantity or recoverability of Petroleum Substances within or under the Lands or any lands pooled or unitized therewith;

(c) any estimates of the value of the Purchased Assets or the revenues or cash flows from future production from the Lands;

(d) the rates of production of Petroleum Substances from the Lands;

(e) the quality, condition, fitness or merchantability of any tangible depreciable equipment or property interests which comprise the Purchased Assets (including the Tangibles, the Wells and all wellbores, tubing, packers and casings);

(f) the availability or continued availability of facilities, services or markets for the processing, transportation or sale of any Petroleum Substances;

(g) the accuracy or completeness of any data or information supplied by Seller or any of its Representatives in connection with the Purchased Assets;

(h) the suitability of the Purchased Assets for any purpose;

(i) compliance with Applicable Laws; or

(j) the title and interest of Seller in and to the Purchased Assets.

ARTICLE 5
REPRESENTATIONS AND WARRANTIES OF THE BUYER

The Buyer represents and warrants to the Seller as follows, and acknowledges that the Seller are relying upon the following representations and warranties in connection with its sale of the Purchased Assets:

5.1 Corporate Power

The Buyer:

(a) is a corporation duly organized and validly existing and in good standing under the Applicable Laws of its jurisdiction of incorporation;

(b) has the power, capacity and authority to enter into and perform its respective obligations under this Agreement, and to own and lease real property and carry on business.

5.2 Residence

The Buyer is:

(a) not a non-resident of Canada for the purposes of the *Tax Act*;

(b) a “Canadian” or “WTO investor” for the purposes of the *Investment Canada Act* (Canada); and

(c) not a “state-owned enterprise” for the purposes of the *Investment Canada Act* (Canada).

5.3 Absence of Conflicts

Buyer is not a party to, bound or affected by or subject to any charter or by- law provision or Applicable Laws or Licences that would be violated, breached, or under which any default would occur or with notice or the passage of time would be created, as a result of the execution and delivery of, or the performance of obligations under, this Agreement or any other agreement or document to be entered into or delivered under the terms of this Agreement, except for any violations, breaches or defaults that would not have a Material Adverse Effect on the Buyer.

5.4 Due Authorization and Enforceability of Obligations

The execution and delivery of this Agreement and the consummation of the Transaction have been duly authorized by all necessary corporate actions of the Buyer, if applicable or required. This Agreement has been duly and validly executed by the Buyer, and constitutes a valid and binding obligation of the Buyer enforceable against it in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, moratorium, reorganization and similar

laws affecting creditors generally and by general principles of equity, regardless of whether asserted in a proceeding in equity or law.

5.5 Approvals and Consents

Except for the IOGC Approval, no authorization, consent or approval of, or filing with or notice to, any Governmental Authority, court or other Person is required in connection with the execution, delivery or performance of this Agreement by the Buyer and each of the agreements to be executed and delivered by the Buyer hereunder or the purchase of the Purchased Assets hereunder, except for any authorizations, consents, approvals, filings or notices that would not have a Material Adverse Effect on the Buyer.

5.6 GST/HST Legislation

The Buyer is registered for purposes of the GST/HST Legislation, having registration number 81996 7803 RT0001.

5.7 Fully Funded Purchase Price

As of the date hereof, the Buyer has all funds on hand that the Buyer shall need to consummate the purchase of the Purchased Assets and the Transaction and assume the Assumed Liabilities. As of the Closing and immediately after consummating the transactions contemplated by this Agreement, the Buyer: (i) will not be insolvent (either because its financial condition is such that the sum of its debts is greater than the fair value of its assets or because the present fair value of its assets will be less than the amount required to pay its probable liability on its debts as they become absolute and matured); (ii) will have capital or access to capital to reasonably fund its business; and (iii) will not have incurred debts (including the aforementioned credit facility) beyond its ability to repay as they become due.

5.8 Litigation

There are no litigation or other adversarial proceedings before a Governmental Authority pending or, to the knowledge of the Buyer, threatened that, if adversely determined, would reasonably be expected to prohibit, restrict or enjoin the completion of the Transaction or have a Material Adverse Effect on the Buyer.

5.9 Regulatory

At all relevant times, the Buyer is qualified and permitted under Applicable Laws and by the AER to acquire and own the Purchased Assets and operate the Business as currently conducted. Without limiting the generality of the foregoing, the Buyer:

(a) has current eligibility to hold licences under AER Directive 067 and as of March 6, 2021 had a LMR of 13.09; and

(b) is not aware of any fact or circumstance that could reasonably be expected to prevent or result in an undue delay of the transfer of any of the Licences for the Purchased Assets to Buyer as contemplated in this Agreement.

5.10 Compliance with Laws

The Buyer is conducting its business and operations in compliance, in all material respects, with all Applicable Laws of each jurisdiction in which its business and operations is carried on. No written notice or warning from any Governmental Authority with respect to any failure or alleged failure of, or necessity for, its business and operations to comply with any Applicable Law has been received by the Buyer nor, to the knowledge of the Buyer, is any such notice or warning proposed or threatened.

5.11 Informed and Sophisticated Buyer

The Buyer is an informed and sophisticated Buyer, and has engaged expert advisors and is experienced in the evaluation and purchase of property and assets and assumption of liabilities such as the Purchased Assets and the Assumed Liabilities as contemplated hereunder. The Buyer has undertaken such investigations and has been provided with and has evaluated such documents and information as it has deemed necessary to enable it to make an informed and intelligent decision with respect to the execution, delivery and performance of this Agreement.

5.12 Diligence

The Buyer acknowledges and agrees that:

(a) it is purchasing the Purchased Assets and assuming the Assumed Liabilities on an “as is, where is” basis;

(b) it shall rely upon its own independent review, investigation and inspection of the documents and information made available by or on behalf of the Seller for the purpose of the Transaction, as well as of the Purchased Assets and the Assumed Liabilities;

(c) except as expressly set forth in this Agreement, it is not relying upon any written or oral statements, documents, information, representations, promises, warranties or guaranties whatsoever, whether express, implied, by operation of law or otherwise, regarding the Transaction, the Purchased Assets and the Assumed Liabilities; and

(d) The provisions of this Section 5.12 shall survive and not merge on Closing.

5.13 No Brokers

No agent, broker, person or firm acting on behalf of the Buyer is, or will be, entitled to any commission or brokers’ or finders’ fees from the Buyer or from any affiliate of the Buyer, in connection with any of the Transaction.

5.14 No Other Representations and Warranties.

Notwithstanding anything else contained in this Agreement, except for the representations and warranties contained in this Article 5, neither the Buyer, nor any other Person on behalf of the Buyer, makes any representation or warranty, express or implied, with respect to the Buyer or the Transaction.

ARTICLE 6
CONDITIONS AND OTHER AGREEMENTS

6.1 Conduct Prior to Closing

(a) Acting in a timely manner and in good faith, the Parties shall each take or cause to be taken all such actions (including such actions as are required in connection with obtaining any required Transaction Approval) and execute and deliver or cause to be executed and delivered to the other Party such conveyances, including all Specific Conveyances, transfers, documents and further assurances as may be reasonably necessary or desirable to effect the Transaction in the manner agreed-upon herein.

(b) During the Interim Period, except, in each case, either (A) in furtherance of the Transaction; (B) with the prior written consent of the Buyer (not to be unreasonably withheld, conditioned or delayed) or (C) in connection with the CCAA Proceedings or otherwise pursuant to any orders or directions of the CCAA Court, the Seller covenants and agrees that:

(i) Seller shall, as may be permitted by the CCAA Court and the interim financing facility approved by the CCAA Court in the Seller's CCAA Proceedings, as applicable:

(A) use Commercially Reasonable Efforts to maintain and operate the Purchased Assets in the Ordinary Course;

(B) pay or cause to be paid all costs and expenses relating to the Purchased Assets as they become due and payable, including all bonuses and rentals, royalties, overriding royalties, shut-in royalties, and minimum royalties and operating expenses, and other payments incurred with respect to the Purchased Assets operated by Seller except (y) royalties held in suspense as a result of title issues and that do not give any Third Party a right to cancel an interest in any Purchased Assets operated by Seller, and (z) costs, expenses or royalties being contested in good faith, unless the nonpayment of such contested costs, expenses or royalties could result in the termination of a Lease, in which case Seller will notify Buyer and obtain Buyer's approval prior to withholding such payment;

(C) maintain and preserve its Books and Records in the Ordinary Course;

(D) maintain the personal property comprising part of the Purchased Assets operated by Seller in at least as good a condition as it is on the date hereof, subject to wear and tear in the Ordinary Course;

(E) perform and comply in all material respects with all of its obligations under the Title and Operating Documents; and

(F) promptly provide Buyer with notice of any authorization for expenditure approved by Seller in respect of any operations with respect to the Purchased Assets having an anticipated cost to Seller in excess of fifty thousand Canadian dollars (CAD$50,000), individually or in the aggregate, and that is not accounted for or captured in the Seller's budget or forecasts as of the date hereof; and

(ii) Seller shall not:

(A) surrender or abandon any Purchased Asset (except any abandonment of Leases to the extent any such Leases terminate pursuant to their terms);

(B) commence, propose, or agree to participate in any single operation with respect to the Wells or Leases with an anticipated cost in excess of fifty thousand Canadian dollars (CAD $50,000), individually or in the aggregate, and that is not accounted for or captured in the Seller's budget or forecasts as of the date hereof, including operations scheduled under the authorizations for expenditure, or operations required by any Governmental Authority;

(C) terminate, cancel, or materially amend or modify any Material Contract or other material document to which the Purchased Assets are subject, or enter into any new material agreement or material commitment relating to the Purchased Assets, except in the Ordinary Course;

(D) sell, lease, encumber, or otherwise dispose of all or any portion of any Purchased Assets, except sales of Petroleum Substances in the Ordinary Course; or

(E) enter into any agreement or commitment to take any action prohibited by this Section 6.1(c)(ii).

(c) In addition to Section 6.1(c), Seller shall, in all material respects, deal with the Purchased Assets in the Ordinary Course and in accordance with Applicable Law including, as may be permitted by the CCAA Court, as applicable, paying and discharging the liabilities in connection with the Purchased Assets when due in accordance and consistent with past practice.

(d) Without limiting the generality of the foregoing, but except, in each case, either (A) in furtherance of or in relation to the Transaction, (B) with the prior written consent of the Buyer (not to be unreasonably withheld, conditioned or delayed) or (C) as applicable, in connection with the CCAA Proceedings or otherwise pursuant to any orders or directions of the CCAA Court, during the Interim Period, the Seller will (in each case only to the extent solely and directly required for the Purchased Assets pursuant to Section 6.1(c)) use Commercially Reasonable Efforts (including as disclosed in the Schedules hereto) to:

(i) in all material respects, keep available the services of the Seller Employees and preserve current relations with, and the current goodwill of, suppliers, customers, landlords, Governmental Authorities and all other Persons having material business relationships with the Seller, provided that nothing herein shall restrict the Seller from addressing or disputing any claims of any party against the Seller in the CCAA Proceedings and from taking any and all steps and actions in respect of those matters described in Schedule D; and

(ii) continue and keep in full force and effect all insurance coverage currently held by the Seller in connection with the Purchased Assets.

6.2 CCAA Proceedings

(a) The Seller and the Buyer shall effectuate the Transaction pursuant to the CCAA Proceedings under Applicable Laws. Acting in a timely manner and in good faith, the Parties shall each take or cause to be taken all such actions (including such actions as are required in connection with obtaining any required Court Approval) and execute and deliver or cause to be executed and delivered to the other Party such conveyances, including all Specific Conveyances, transfers, documents and further assurances as may be reasonably necessary or desirable to effect the Transaction in the manner agreed-upon herein.

(b) Without limiting the generality of Section 6.2(a):

(i) Subject to the requirements of the CCAA Proceedings, the Buyer shall file in a timely manner an application for a CCAA Sanction Order and, in the discretion of the Buyer, acting reasonably, either concurrently therewith or subsequent thereto, in a timely manner apply for a CCAA Sale Approval Order approving this Agreement and authorizing the Seller to complete the Transaction and vesting the Purchased Assets in the Buyer in accordance with this Agreement.

(ii) The Buyer shall, at its own cost and expense take such actions as are reasonably required to obtain entry of any orders of the CCAA Court (including the orders contemplated in Section 6.2(b)(i)), including assurances of financial ability to perform, making available qualified witnesses to provide affidavit evidence or to testify at any hearing before the CCAA Court seeking approval of the Transaction or part thereof, in each case that may be necessary or appropriate to obtain all requisite orders of the CCAA Court to effectuate the Transaction.

(iii) The Buyer shall deliver to the Seller prior to filing, and as early as is practicable, giving consideration to the timing set forth in this Agreement, for the Seller and its counsel to review and comment, copies of all of Buyer's material documents to be filed by the Buyer with the CCAA Court in connection with the Court Approval.

(iv) The Seller agrees that it will promptly take such actions as are reasonably requested by the Buyer to assist in the filing of each such application and to obtain entry of each such order, including filing affidavits.

(v) If a Court Approval or any other order relating to this Agreement shall be appealed by any Person (or a motion for rehearing, re argument or stay shall be filed with respect thereto), Buyer and Seller shall take all commercially reasonable steps, and use its Commercially Reasonable Efforts to defend against such appeal or motion. Each of the Parties hereby agrees to use its reasonable best efforts to obtain an expedited resolution of such appeal or motion.

(vi) Prior to Closing and subject to consent of the Monitor, Buyer shall request such further order or orders from the CCAA Court as Buyer may, acting reasonably, request as necessary to give effect to this Agreement and the transactions contemplated hereby.

6.3 Possession of Purchased Assets; Expenses for Removal

(a) Subject to all other provisions of this Agreement, title to and beneficial ownership, risk and possession of the Purchased Assets shall pass from Seller to Buyer upon Closing.

(b) The Buyer shall promptly notify the Seller of any Excluded Assets that may come into the possession or control of the Buyer or its affiliates, whether before or after Closing, and thereupon shall promptly release such Excluded Assets to the Seller or their affiliates, or to such other Person as the Seller may direct in writing and, for greater certainty, no title or other licence to use shall, or shall be deemed to, vest to the Buyer in respect of any Excluded Assets.

6.4 Payments Received

Seller, on the one hand, and Buyer, on the other hand, each agree that, after the Closing, each will hold in trust and will promptly transfer and deliver to the other, from time to time as and when received by them, any cash, checks with appropriate endorsements (using their best efforts not to convert such checks into cash) or other property that they may receive on or after the Closing and that properly belongs to the other and will account to the other for all such receipts. Without limiting the generality of the foregoing, for a period of 90 days from the Closing Date, all Accounts Receivable will continue to be paid directly to the Seller, and Buyer covenants and agrees not to, directly or indirectly, require, cause or direct any third party or payor to pay any amounts in respect of the Accounts Receivable to the Buyer or any person other than the Seller. Seller agrees to remit any amounts received by Seller that properly belong to the Buyer.

6.5 Access to Information

(a) Until the Closing Time and to the extent permitted by Applicable Law, the Seller shall give to the Buyer's personnel engaged in this Transaction and their accountants, legal advisers, consultants and other Representatives during normal business hours and upon reasonable advance notice, reasonable access to their

premises and shall furnish them with all such information relating to the Purchased Assets as the Buyer may reasonably request in connection with the Transaction. Notwithstanding anything in this Section 6.5 to the contrary, any such investigation shall be conducted upon reasonable advance notice and in such manner as does not disrupt the business or any of the assets of the Seller. The Buyer acknowledges and confirms its representations and warranties in Sections 5.11 and 5.12 and that access to information pursuant to this Section 6.5 is not intended to, and shall not, provide for any due diligence inquiry as a condition to the Closing or otherwise.

(b) In addition to the Buyer's rights and acknowledgements provided under Section 6.5(a) but subject to Section 6.5(c), at any time prior to the Effective Closing Time or in the 60 day period following Closing, in each case and in all respects at the sole cost, expense and liability of Buyer in all respects, should Buyer require audited operating or other financial statements with respect to the Purchased Assets for a period during which the Purchased Assets were owned by Seller pursuant to any Applicable Law, including any disclosure requirements under securities legislation or the requirements of any stock exchange or securities commission, then:

(i) Seller shall provide reasonable access during normal business hours, upon reasonable advance notice, to the records of Seller relevant to preparation of such an operating statement during such period;

(ii) the audit shall be performed by Seller's auditor, or if such auditor is unable or unwilling to perform such audit, by a firm of independent auditors selected by Seller satisfactory to Buyer, acting reasonably; and

(iii) if the auditor requires the assistance of then-available Seller Employees to find, collect or interpret the necessary information from Seller's records, Seller shall use Commercially Reasonable Efforts to cause such assistance to be provided.

Notwithstanding the generality of the foregoing in this Section 6.5(b), Buyer hereby acknowledges, confirms, covenants and agrees that:

(iv) all information provided by Seller to, or otherwise accessed by, Buyer pursuant to this Section 6.5 is provided and accessed on the express condition that Seller and its Representatives assume no liability or obligation whatsoever to Buyer or any other person in respect of such information, including the accuracy, validity, completeness or sufficiency thereof or in connection with any claim in respect of such information;

(v) Seller makes no representation or warranty regarding such information and expressly disclaims any implied or constructive representation or warranty;

(vi) all information provided by the Seller to, otherwise accessed by, Buyer, directly or indirectly pursuant to this Section 6.5 (including from or through auditors) shall be, and deemed to be, Confidential Information; and

(vii) in all respects, in addition to any other indemnification obligation of the Buyer to the Seller, Buyer shall at all times indemnify and hold harmless Seller and their Additional Indemnitees from and against all Indemnified Losses suffered, sustained, paid or incurred by Seller or any Additional Indemnitees arising from or in respect of this Section 6.5(b).

(c) Notwithstanding anything else contained in this Agreement, including this Section 6.5, Seller is not, and shall not be deemed to be, under any obligation or responsibility to maintain its existence, operations or retain or otherwise continue to engage its auditors or any Seller Employees after the Closing Time.

6.6 IOGC Approval

(a) Subject to the terms and conditions of this Agreement, prior to Closing, the Parties shall use their respective Commercially Reasonable Efforts to take, or cause to be taken, all actions, and to do, or cause to be done, all things necessary, proper or advisable under any Applicable Laws or otherwise required by the Minister of Indigenous Services to obtain the IOGC Approval as promptly as practicable. Notwithstanding the generality of the foregoing or any other provision of this Agreement, Commercially Reasonable Efforts by the Buyer shall include, in each case acting in a timely fashion and in good faith: (i) furnishing all information and documentary material required; (ii) executing and delivering all necessary acknowledgements and assumption agreements; (i) providing all reasonably necessary certificates of insurance and other assurances; and (ii) paying such amounts as agreed to by the IOGC and the Parties to obtain IOGC Approval.

(b) The Buyer acknowledges that, prior to Closing, other than in respect of amounts payable to obtain the IOGC Approval, neither shall be entitled to request any amendment to the terms of any Contract with the IOGC or any Contract that is subject to IOGC Approval or the jurisdiction of the Minister of Indigenous Services, including in connection with seeking IOGC Approval pursuant to Section 6.6(a) the execution and delivery of this Agreement and the consummation of the Transaction.

(c) The Parties shall keep each other promptly informed of the progress in seeking IOGC Approval, including providing copies to the other Party of any written communication received or submitted and permitting the other Party to review any written communication and to participate in any substantive meetings or discussions.

(d) The Buyer shall be responsible for all filing fees and similar charges associated the IOGC Approval.

6.7 Conditions for the Benefit of the Buyer

The obligation of the Buyer to complete the Transaction is subject to the following conditions to be fulfilled or performed at or prior to the Closing, which conditions are for the exclusive benefit of the Buyer and may be waived, in whole or in part, by the Buyer in its sole discretion:

(a) **Truth of Representations and Warranties**. The representations and warranties of the Seller contained in this Agreement must be true and correct as of the Closing ate with the same force and effect as if such representations and warranties had been made on and of such date (except for those representations and warranties that are made as of a specific time or date), in each case except to the extent that the same, individually or in the aggregate, would not result in a Material Adverse Effect with respect to the Seller or the Business; *provided, however*, that for purposes of determining the accuracy of representations and warranties for purposes of this condition, all qualifications as to "materiality" and "Material Adverse Effect" contained in such representations and warranties shall be disregarded.

(b) **Performance of Covenants**. The Seller must have fulfilled or complied, in all material respects, with all covenants contained in this Agreement to be fulfilled or complied with by it at or prior to the Closing.

(c) **Deliverables**. The Seller must have delivered to the Buyer the documents contemplated in Section 8.2 in each case in form and substance satisfactory to the Buyer, acting reasonably.

(d) **Proceedings**. All proceedings to be taken in connection with the Transaction on the part of the Seller must be satisfactory in form and substance to the Buyer, acting reasonably, and the Buyer must have received copies of all instruments and other evidence as it may reasonably request in order to establish the consummation of the Transaction and the taking of all necessary corporate proceedings in connection therewith.

(e) **No Material Adverse Change**. Since the date of this Agreement, there has not been any Material Adverse Effect on the Purchased Assets.

(f) **No Order**. No Governmental Authority shall have enacted, issued, promulgated or entered any order or approval that is in effect and has the effect of making illegal or otherwise prohibiting the consummation of the transactions contemplated by this Agreement or could cause any of such transactions to be rescinded following the Closing.

6.8 Conditions for the Benefit of the Seller

The obligation of the Seller to complete the Transaction is subject to the following conditions to be fulfilled or performed at or prior to the Closing, which conditions are for the exclusive benefit of the Seller and may be waived, in whole or in part, by the Seller in its sole discretion:

(a) **Truth of Representation and Warranties**. The representations and warranties of the Buyer contained in this Agreement must be true and correct as of the Closing Date with the same force and effect as if such representations and warranties had been made on of such date (except for those representations and warranties that are made as of a specific time or date), in each case except to the extent that the same, individually or in the aggregate, would not result in a Material Adverse Effect with respect to the Buyer; *provided, however*, that for purposes of determining the accuracy of representations and warranties for purposes of this condition, all

qualifications as to "materiality" and "Material Adverse Effect" contained in such representations and warranties shall be disregarded.

(b) **Performance of Covenants**. The Buyer must have fulfilled or complied, in all material respects, with all covenants contained in this Agreement to be fulfilled or complied with by it at or prior to the Closing.

(c) **Ability to Convey**. The Seller shall not have lost their ability to convey the Purchased Assets or any part thereof due to the appointment of a receiver or a receiver manager, an order of the CCAA Court or otherwise pursuant to any CCAA Proceedings provided such order or other action restricting their ability to convey pursuant to such CCAA Proceedings is not at the voluntary initiative of the Seller.

(d) **Deliverables**. The Buyer must have delivered to the Seller the documents contemplated in Section 8.3, in each case in form and substance satisfactory to the Seller, acting reasonably.

(e) **Licence Transfers**. The Buyer must have fulfilled or complied, in all materials respects, with the requirements of Section 3.4.

6.9 Mutual Conditions

The obligations of the Seller and the Buyer to complete the Transaction are subject to the following conditions to be fulfilled or performed at or prior to the Closing, which conditions are for the exclusive benefit of each of the Seller and the Buyer and may only be waived, in whole or in part, by both Seller and the Buyer:

(a) **No Legal Action**. No provision of any Applicable Laws and no judgment, injunction, order or decree that prohibits the consummation of the Transaction pursuant to and in accordance with this Agreement being in effect.

(b) **Transaction Approvals**. One of the Seller or the Buyer must have received, (i) approval from Governmental Authorities as may be required or applicable, for the completion of the Transaction in accordance with the terms and conditions of this Agreement, (ii) the IOGC Consent; (iii) the CCAA Sanction Order; (iv) the CCAA Sale Approval Order; and (v) a Third Party Consent in respect of any Cure Required Contracts; (collectively, the "**Transaction Approvals**").

6.10 No Frustration of Closing Condition

Neither Buyer nor Seller may rely on the failure of any condition to their respective obligations to consummate the transactions contemplated hereby set forth in Sections 6.7 to 6.9, as the case may be, to be satisfied if such failure was caused by such Party's or its affiliates' or Representatives' failure to use its reasonable best efforts (or commercially reasonable, to the extent specifically provided) to satisfy the conditions to the consummation of the transactions contemplated hereby or by any other breach of a representation, warranty, or covenant of such Party hereunder. In addition, upon the condition in Section 6.9(b) having been met or satisfied, Buyer and Seller shall use Commercially Reasonable Efforts to cause Closing to occur no later than seven (7) days thereafter.

6.11 Rights of First Refusal

(a) Forthwith upon execution of the Agreement by the Parties, Buyer shall advise in writing of its bona fide allocations of value for the Purchased Assets to which the ROFRs relate.

(b) Seller shall issue notices to the Third Parties holding ROFRs in accordance with the applicable provisions of such rights on the later of the first Business Day following the day on which the CCAA Sale Approval Order is obtained from the CCAA Court and three (3) Business Days after it receives the value allocations relating to the Purchased Assets affected by each such ROFR from Buyer as provided in Section 6.11(a).

(c) Seller shall notify Buyer in writing forthwith upon receipt of notice from any Third Party exercising or waiving any ROFRs for which notices were issued pursuant to Section 6.11(b).

(d) Seller shall comply with the terms of each of the ROFRs exercised by the holders thereof by selling and conveying to such holders the portion of the Purchased Assets which are subject to such exercised ROFR. If, prior to Closing, any ROFRs are exercised by the holders thereof this Agreement shall be deemed to have been amended, effective as of the date of this Agreement, to exclude the applicable Purchased Assets from the definitions of "Purchased Assets", "Major Facilities", "Miscellaneous Interests", "Petroleum and Natural Gas Rights", "Tangibles" and "Wells", as may be applicable, and to reduce the Purchase Price by the aggregate of the values allocated to such Purchased Assets as provided in Section 6.11(a).

(e) Closing shall not be delayed even though certain of the ROFRs are outstanding and capable of exercise by the holders thereof as of the Closing Date (such ROFRs referred to herein as "**Outstanding ROFRs**"). In such event, the following shall apply:

(i) the Parties shall proceed to Closing without any reduction in the Purchase Price for the Outstanding ROFRs;

(ii) Buyer shall comply with all Outstanding ROFRs exercised after Closing in accordance with the terms thereof; and

(iii) Buyer shall be entitled to receive all proceeds payable by the holders of any Outstanding ROFRs exercised after Closing.

(f) From and after Closing Buyer shall take all steps required to comply with any ROFRs identified after Closing in accordance with the terms thereof. Buyer shall be entitled to receive all proceeds payable by the holders of any such ROFRs exercised after Closing and there will be no adjustment to the Purchase Price as a consequence of the identification of any such ROFRs or the exercise thereof after Closing.

Buyer shall be liable for all losses and liabilities suffered, sustained, paid or incurred by Seller or any of its Additional Indemnitees, and, in addition and as an independent covenant, shall indemnify Seller and its Additional Indemnitees from and against, all losses and liabilities suffered, sustained, paid or incurred by it and all claims made against it, in either case, as a consequence of any allocation of value provided by Buyer and used by Seller in the issuance of a notice in respect of a ROFR pursuant to Section 6.11(a), any failure by Buyer to comply with the terms of any Outstanding ROFR or any ROFR identified Closing and any allocation of value used by Buyer in the issuance of a notice in respect of a ROFR identified after Closing.

ARTICLE 7
ADJUSTMENTS

7.1 Adjustments in Respect of the Purchased Assets

(a) Except as otherwise provided in this Agreement, and except for Buyer's acceptance and assumption of the Assumed Obligations, all costs, expenses and obligations incurred or accrued in respect of the Purchased Assets (including rental payments, taxes (other than income taxes), maintenance, capital and operating costs and Seller's direct general and administrative costs as provided for in subsection 7.1(a)(viii) and all revenues incurred or accrued in respect of the Purchased Assets (including proceeds from the sale of used or surplus equipment not required for operations, fees from gathering, processing, treating, handling, storing or transporting Petroleum Substances in Tangibles on behalf of persons other than Seller, and amounts in respect of overhead paid to Seller) shall be apportioned as of the Effective Time between Seller and Buyer on an accrual basis under International Financial Reporting Standards, provided that:

(i) Petroleum Substances Inventory shall be credited to Seller at the market price in effect at the Effective Time determined in accordance with the applicable sales contract or consistent with past practices; and

(ii) all rentals and similar payments, property taxes (including freehold mineral taxes) and other periodic costs (other than capital taxes and income taxes) that relate to the Assets and are payable in respect of a period of time that straddles the Effective Time shall be apportioned between Seller and Buyer on a per diem basis as of the Effective Time and the amount allocated to Buyer shall be deemed to be a cost incurred between the Effective Time and Closing.

(b) An interim accounting of the adjustments under this Article 7 in respect of revenues and expenses accrued on or before Closing Time will be made at Closing based on Seller' good faith estimate of all charges and credits to be adjusted at Closing. Seller shall prepare a written interim accounting and deliver it to Buyer at least four (4) Business Days before Closing Time and make available to Buyer all information reasonably necessary for Buyer to understand and confirm the calculations contained therein.

(c) Buyer shall prepare within sixty (60) days following the Closing Time, a final accounting and adjustment of all charges and credits to be adjusted between the

Parties pursuant to this Article 7 (the "**Final Adjustment**"). Seller shall pay Buyer or Buyer shall pay Seller, as the case may be, the net cash amount owing as specified in the Final Adjustment. Unless Seller gives notice of its disagreement (the "**Notice of Disagreement**") to Buyer prior to such date, payment shall be made within ten (10) days of the Final Adjustment being ascertained.

(d) Subject to Section 7.1(g), following the adjustments to be made pursuant to this Article 7, no subsequent adjustments shall be made unless and only if written notice of a request for an adjustment has been given by one Party to the other within the period specified in Section 7.1(e).

(e) During the thirty (30) days following receipt of the Final Adjustment, Seller may audit the books, records and accounts of Buyer in respect of the Assets for the purpose of effecting or verifying adjustments pursuant to this Article 7. Such audit shall be conducted upon reasonable notice to Buyer at Buyer's offices during normal business hours and shall be conducted at the sole expense of Seller. Any claim of discrepancies disclosed by such audit shall be made in writing to Buyer within such thirty (30) days following the receipt by Seller of the Final Adjustment, and Buyer shall respond in writing to any claims of discrepancies within fifteen (15) days of the receipt of such claims.

(f) During the fifteen (15) days following the date on which Buyer receives a Notice of Disagreement, Seller and Buyer shall use reasonable efforts to attempt to resolve in writing any differences that they may have with respect to all matters specified in the Notice of Disagreement. If at the end of such thirty (30) day period (or earlier by mutual agreement), Buyer and Seller have not reached agreement in writing on such matters, upon any Party's request, the Parties shall submit the matters that remain in dispute (and only such matters) to a mutually acceptable accounting referee ("**Accounting Referee**") for review and final and binding resolution. The Accounting Referee shall be selected by mutual agreement from among the independent accounting firms that have not represented any Party or its Affiliates at any time during the three (3) year period of time immediately preceding its designation hereunder. If the Parties cannot agree on such replacement Accounting Referee they shall each identify the name of an independent accounting firm that has not represented it or its Affiliates at any time during the prior three (3) year period and shall submit same to the original Person selected as Accounting Referee that is unable or unwilling to serve as a referee hereunder and request that they select one such firm as the Accounting Referee and such selection shall be the Accounting firm or alternatively or if that process fails the Accounting Firm shall be selected by lottery selection of one of the two identified firms. Buyer and Seller shall, not later than seven (7) days prior to the hearing date set by the Accounting Referee, each submit a written brief to the Accounting Referee (and a copy thereof simultaneously to the other Party) with dollar figures for settlement of the disputes as to the amount of the adjustment (together with a proposed Final Adjustment that reflects such figures) consistent with their respective calculations delivered pursuant to Section 7.1. The hearing will be scheduled as soon as is acceptable to the Accounting Referee, but not earlier than seven (7) days after the date for submission of the settlement briefs, and shall be conducted on a confidential basis.

The Accounting Referee shall consider only those items or amounts in the Final Adjustment which were identified in the Notice of Disagreement and which remain in dispute and the Accounting Referee's decision resolving the matters in dispute shall be based upon and be consistent with the terms and conditions in this Agreement and the other Transaction Documents. In deciding any individual disputed matter, the Accounting Referee (i) shall be bound by the provisions of this Section 7.1(f)and the related definitions and (ii) may not assign a value to any such disputed matter greater than the greatest value for such matter claimed by Seller or Buyer or less than the smallest value for such matter claimed by Seller or Buyer in their respective calculations delivered pursuant to Section 7.1. The Accounting Referee shall render a decision resolving the matters in dispute (which decision shall include a written statement of findings and conclusions) promptly after the conclusion of the hearing, unless the Parties reach agreement prior thereto and withdraw the dispute from review by the Accounting Referee. The Accounting Referee shall provide to the Parties an explanation in writing of the reasons for its decisions regarding the amounts disputed in the Notice of Disagreement and shall issue a new statement of final adjustments reflecting such decisions (the "**Referee's Closing Statement**"). The Accounting Referee shall act as an expert for the limited purpose of determining the specific disputed matters submitted by any Party and may not award damages or penalties to any Party with respect to any matter. The Accounting Referee is not an arbitrator and shall not be deemed to be acting in an arbitral capacity. The decision of the Accounting Referee shall be binding upon and non-appealable by the Parties and shall not be subject to further review, audit, or litigation, except in cases of fraud, bias, or manifest error. The fees and expenses (including reasonable costs of legal counsel) of the Accounting Referee under this Section 7.1(f) shall be borne one half by Seller and one half by Buyer. The fees and disbursements of Seller's independent auditors and other Seller's costs and expenses incurred in connection with the services performed with respect to the Referee's Closing Statement shall be borne by Seller, and the fees and disbursements of Buyer's independent auditors and other Buyer's costs and expenses incurred in connection with Buyer's preparation of the Notice of Disagreement shall be borne by Buyer.

ARTICLE 8
CLOSING

8.1 Date, Time and Place of Closing

The completion of the Transaction will take place at the offices of Borden Ladner Gervais LLP at Suite 1900, 520 – 3rd Avenue SW, Calgary, Alberta T2P 0R3 at 10:00 a.m. (Calgary time) on the Closing Date, or at such other place, on such other date and at such other time as may be agreed upon in writing by the Parties. Notwithstanding the foregoing, the Parties acknowledge and agree that the Transaction will be deemed to have closed effective as of the Closing Time.

8.2 Seller Deliverables at Closing

At Closing, the Seller will deliver or cause to be delivered to the Buyer the following:

(a) a General Conveyance executed by the Seller to convey the Purchased Assets to the Buyer free and clear of all Encumbrances (including, for greater certainty, the Debt Security) other than Permitted Encumbrances;

(b) Specific Conveyances providing for the Buyer's assumption of the Assumed Liabilities executed by the Seller, as may be required by either the Seller or the counterparties thereto in respect of the Title and Operating Documents and other Miscellaneous Interests;

(c) if applicable, the elections referred to in Section 2.8, in each case signed by the Seller; and

(d) all other documents reasonably requested by the Buyer to be entered into or delivered by the Seller at Closing pursuant to the terms of this Agreement.

8.3 Buyer Deliverables at Closing

At Closing, the Buyer will deliver or cause to be delivered to the Seller the following:

(a) the Purchase Price, in the manner set forth in Section 2.8;

(b) an assignment and assumption agreement providing for the Buyer's assumption of the Assumed Liabilities executed by the Buyer, as may be required by either the Seller or the counterparties thereto, in respect of the Miscellaneous Interests (including a release of the Seller therefrom), as well as all documentation, deliveries and assurances, in each case as may be required by the relevant counterparties in connection therewith;

(c) if applicable, the elections referred to in Section 2.8, in each case signed by the Buyer;

(d) evidence satisfactory to the Seller, acting reasonably, of suitable arrangements for the return of the Letters of Credit set out on Schedule I to the Monitor; and

(e) all other documents reasonably requested by the Seller to be entered into or delivered by the Buyer at Closing pursuant to the terms of this Agreement.

ARTICLE 9
DELIVERY OF TITLE AND OPERATING DOCUMENTS AND MISCELLANEOUS INTERESTS

9.1 Delivery of Title and Operating Documents and Miscellaneous Interests

Within 10 Business Days after Closing or any other day as the Seller and the Buyer may agree, the Seller shall deliver or cause to be delivered to the Buyer the Title and Operating Documents and such other agreements and documents to which the Purchased Assets are subject, the original copies of those contracts, agreements, records, books, documents, licences, reports and data comprising Miscellaneous Interests which are in the possession and control of the Seller.

ARTICLE 10
DUE DILIGENCE

10.1 Due Diligence

Without limiting the Buyer's representations and warranties in Sections 5.11 and 5.12 and without in any way limiting Section 2.4, Buyer acknowledges that it has, prior to the execution hereof, been given an opportunity to:

(a) review the Seller's title to the Purchased Assets; and

(b) conduct an environmental review of the Purchased Assets,

and that it has satisfied itself in regard to both Seller's title to the Purchased Assets and all Environmental matters relating to the Purchased Assets, including any past, present or future Environmental Liabilities. The Buyer expressly waives all defects relating either to the Seller's title to the Purchased Assets or to Environmental matters relating to the Purchased Assets, whether disclosed by the Buyer's review or otherwise.

ARTICLE 11
TERMINATION

11.1 Termination

This Agreement may be terminated at any time prior to Closing as follows:

(a) by mutual written consent of the Seller and the Buyer, *provided however* that if this Agreement has been approved by the CCAA Court, any such termination may require approval of the CCAA Court, as applicable;

(b) by the Seller, on the one hand, or the Buyer, on the other hand, if the Closing has not occurred on or before July 30, 2021 (the "**Sunset Date**") *provided however* that if the Closing shall not have occurred on or before the Sunset Date due to a material breach of any representations, warranties, covenants or agreements contained in this Agreement by the Buyer or the Seller, then the breaching Party may not terminate this Agreement pursuant to this Section 11.1(b);

(c) by the Seller, if there has been a material violation or breach by the Buyer of any covenant, representation or warranty which would prevent the satisfaction of any condition set forth in Section 6.8 or 6.9 by the Sunset Date and such violation or breach has not been waived by the Seller or cured within fifteen (15) days after written notice thereof from the Seller, unless the Seller is in material breach of its obligations under this Agreement; and

(d) by the Buyer, if there has been a material violation or breach by the Seller of any covenant, representation or warranty which would prevent the satisfaction of any condition set forth in Section 6.7 or 6.9 by the Sunset Date and such violation or breach has not been waived by the Buyer or cured within fifteen (15) days after written notice thereof from the Buyer, unless the Buyer is in material breach of its obligations under this Agreement.

11.2 Effect of Termination

In the event of termination of this Agreement pursuant to Section 11.1, this Agreement shall become void and of no further force and effect, except as contemplated in Sections 1.11, 2.5, 3.3 and 5.12 and Article 12 each of which shall survive termination. Nothing in this Section 11.2 shall be deemed to relieve any Party from liability for any breach of this Agreement or to impair the right of any Party to compel specific performance by any other Party of its obligations under this Agreement.

ARTICLE 12
GENERAL MATTERS

12.1 Further Assurances

(a) Each of the Parties hereto shall promptly do, make, execute or deliver, or cause to be done, made, executed or delivered, all such further acts, documents and things as the other Parties hereto may reasonably require from time to time for the purpose of giving effect to this Agreement and shall use Commercially Reasonable Efforts and take all such steps as may be reasonably within its power to implement to their full extent the provisions of this Agreement. Upon and subject to the terms and conditions of this Agreement and subject to the directions of any applicable courts to the Parties, the Parties shall use their Commercially Reasonable Efforts to take or cause to be taken all actions and to do or cause to be done all things necessary proper or advisable under Applicable Laws and within their reasonable control to consummate and make effective the Transaction, including using Commercially Reasonable Efforts to satisfy or waive the conditions precedent to the obligations of the Parties hereto.

(b) Without limiting the generality of the foregoing, following the Closing:

(i) the Seller will forward and transfer to the Buyer, as soon as is commercially reasonable and practicable, any payments, documents, information, communications or correspondence which the Seller may receive from time to time that solely and directly relates to the Purchased Assets or the Assumed Liabilities and which should have properly been paid, provided or delivered to the Buyer, and that any payments so received by it will be held in trust pending such transfer;

(ii) the Buyer will forward and transfer to the Seller, as soon as is commercially reasonable and practicable, any payments which the Buyer or any affiliate thereof may receive from time to time in respect of any Excluded Asset or Excluded Liability which should have properly been paid, provided or delivered to the Seller, and that any payments so received by it or any affiliate thereof will be held in trust pending such transfer; and

(iii) the Buyer shall permit the Seller and its agents reasonable access to the historical records and other documentation relating to the Purchased Assets (including the Books and Records), the Assumed Liabilities and Seller Employees (subject to such Seller agreeing to reasonable appropriate

confidentiality requirements), where required by such Seller in connection with any legal, administrative or other similar inquiry or proceeding.

(c) Without limiting the generality of the foregoing, the Buyer shall, if requested by the applicable Persons and/or counterparties in connection with the granting of any Third Party Consent, execute all such guarantees, indemnities, security documentation and other assurances or documentation as may be reasonably requested or required by such Persons and/or counterparties (including, for greater certainty, in connection with the full release of the Seller).

12.2 Third Party Beneficiaries

Except as otherwise provided in Sections 2.8 and 12.3 in respect of Indemnified Losses only, the Parties intend that this Agreement will not benefit or create any right or cause of action in, or on behalf of, any Person, other than the Parties to this Agreement and no Person, other than the Parties to this Agreement, will be entitled to rely on the provisions of this Agreement in any action, suit, proceeding, hearing or other forum. The Seller acts as trustee and agent on behalf of each of its Additional Indemnitees and holds for their benefit their rights under Sections 2.8 and 12.3 in respect of Indemnified Losses only. Each Party agrees that the other Parties may enforce the indemnity for and on behalf of such Additional Indemnitees and, in such event, the indemnifying party will not in any proceeding to enforce the indemnity by or on behalf of such Additional Indemnitees assert any defence thereto based on the absence of authority or consideration or privity of contract and irrevocably waives the benefit of any such defence. The Parties to this Agreement reserve their right to vary or rescind the rights at any time and in any way whatsoever granted by or under this Agreement to any Person who is not a Party to this Agreement, without notice to or consent of that Person, including any of its Additional Indemnitees.

12.3 Confidentiality

(a) Prior to Closing, all press releases and all other publicity concerning the Transaction or any matter contemplated or referenced by this Agreement (including the existence of, the terms and conditions of, the status of the Transaction, all of which constitute Confidential Information) shall be jointly planned and coordinated by the Parties and no Party shall, directly or indirectly, allow, permit or otherwise enable or assist in any such matter without the express prior written approval of the other Parties, each acting reasonably.

(b) Without limitation to any rights or remedies of the Seller against the Buyer, its affiliates or any of their respective Representatives, the Buyer shall be principally liable for any and all breaches of the terms of Sections 12.3 and 12.4 by its affiliates or its or their Representatives. In the event of a breach of the terms of Sections 12.3 and 12.4, the Buyer shall indemnify, defend and hold harmless the Seller and each of their respective Additional Indemnitees for any and all Indemnified Losses whatsoever incurred by the Seller or their respective Additional Indemnitees as a result of such breach.

(c) No Confidential Information shall be copied, reproduced in any form, or stored in a retrieval system or database by the Buyer, its affiliates or any of their respective Representatives without the prior written consent of the Seller, except for such

copies and storage as may reasonably be required internally by the foregoing for the purposes herein described. In the event that the Buyer becomes aware that they or any of their affiliates or their Representatives have disclosed Confidential Information contrary to Sections 12.3 or 12.4, the Buyer shall forthwith advise the Seller in writing. Notwithstanding the foregoing, from and after the Closing, Confidential Information for the purpose of this Section 12.3(c) shall not include, and this Section 12.3(c) shall not apply to, any Confidential Information that constitutes Purchased Assets or is in respect of any Purchased Assets.

(d) Notwithstanding Section 12.3(a), the Buyer shall be entitled to disclose Confidential Information to their Representatives who have a need to know for the sole purpose of the Transaction (including any requisite review and approval thereof).

(e) Notwithstanding the foregoing, in connection with the CCAA Proceedings, (i) this Agreement may be filed by the Parties with the CCAA Court; and (ii) the Transaction may be disclosed by the Parties to the CCAA Court, subject to redacting confidential or sensitive information as permitted by Applicable Law and rules, including preparation and filing of reports and other documents by the Monitor and other professional advisors and consultants of any of the Parties with the CCAA Court, as applicable or required, containing references to the Transaction and the terms of such Transaction as may reasonably be necessary to obtain the Court Approval and to complete the Transaction contemplated by this Agreement or to comply with any Party's obligations under the CCAA Proceedings.

12.4 Return and Destruction of Confidential Information

If Closing does not occur by the Sunset Date or such earlier date of termination if this Agreement is terminated in accordance with the provisions hereof, upon written request of the Seller, the Buyer shall return to the Seller or, at the Seller's option, destroy all Confidential Information in the possession or control of the Buyer, any of their affiliates or any of their respective Representatives and shall be liable for ensuring that each of the Buyer's affiliates and their respective Representatives either return to the Seller or, at the Seller's option, destroy the Confidential Information in their respective control, and shall delete all Confidential Information from any retrieval system or database in its possession or control and shall be liable for ensuring that each of the Buyer's affiliates and their respective Representatives delete all Confidential Information from any retrieval system or database with their respective control, *provided however that*:

(a) the Buyer shall not be required to return or destroy any Confidential Information that must be retained for regulatory, legal or audit purposes, or pursuant to applicable bona fide document retention or compliance policies; and

(b) the Buyer is not required to alter its normal record retention policies,

provided further that in each of the cases in Sections 12.5(a) through 12.5(b), such Confidential Information shall be kept on a confidential basis and continue to be subject to terms and conditions contained in this Agreement, notwithstanding any expiry or termination hereof.

12.5 Privacy Laws

(a) For the purpose of this Section 12.5 "**Personal Information**" means information about an identifiable individual, including an individual's name, position name or title, business telephone number, business address, business e-mail, business fax number and other similar business information collected, used or disclosed to contact an individual in their capacity as an official or employee of an organization. For greater certainty, "**Personal Information**" shall include all health and medical information and records.

(b) Prior to the Closing, none of the Parties will use any Personal Information of any Person disclosed to the Buyer by the Seller pursuant to or in connection with this Agreement (the "**Disclosed Personal Information**") for any purposes other than those related to the performance of this Agreement and the completion of the Transaction.

(c) Each of the Parties acknowledges and confirms that the disclosure of Disclosed Personal Information is necessary for the purposes of determining if the Parties will proceed with the Transaction, and that the disclosure of Disclosed Personal Information relates solely to the carrying on of the Seller's business of exploration, acquisition, development and production of oil and natural gas reserves in Western Canada and the completion of the Transaction.

(d) The Buyer undertakes, after the Closing, to comply at all times with Applicable Laws as it pertains to privacy which govern the collection, use and disclosure of Personal Information.

(e) The Buyer covenants and agrees that where the Parties do not complete or proceed with the Transaction, the Buyer will, if such information is still in the custody of or under the control of the Buyer, at the Buyer's option, destroy (and promptly provide to the Seller an officer's certificate executed by the Chief Executive Officer of the Buyer confirming same) such information or return it to the Seller.

12.6 Removal of Signs

Within six (6) months of the Closing Date, Buyer shall at its own expense, remove or change all signs which may indicate Seller's ownership of any of the Purchased Assets.

12.7 Survival of Representations and Warranties

None of the representations and warranties of the Parties (except those in Sections 2.4, 5.11 and 5.12) shall survive Closing.

12.8 Non-Recourse

No past, present or future director, officer, employee, incorporator, member, partner, stockholder, affiliate, agent, attorney or other Representative of the respective Parties hereto, in such capacity, shall have any liability for any obligations or liabilities of the Buyer or the Seller, as applicable, under this Agreement or for any claim based on, in respect of, or by reason of, the Transaction. In

addition, under no circumstance shall any of the Parties, their respective affiliates or theirs or their affiliates' Representatives be liable for any special, punitive, exemplary, consequential or indirect damages (including loss of profits) that may be alleged to result, in connection with, arising out of, or relating to this Agreement or the Transaction.

12.9 Expenses

Except as otherwise specifically provided herein or pursuant to any order of the CCAA Court, each of the Seller, the Buyer shall be responsible for the expenses (including fees and expenses of legal advisers, accountants and other professional advisers) incurred by them, respectively, in connection with the negotiation and settlement of this Agreement and the completion of the Transaction.

12.10 Time of the Essence

Time will be of the essence in this Agreement.

12.11 Successors and Assigns

(a) This Agreement will become effective when executed by each of the Parties and after that time will be binding upon and enure to the benefit of each Party and its respective successors and permitted assigns.

(b) Neither this Agreement, nor any of the rights or obligations hereunder, will be assignable or transferable by any Party without the prior written consent of the other Parties, not to be unreasonably withheld or delayed.

12.12 Notices

Any notice, request, demand or other communication required or permitted to be given to a Party or the Monitor pursuant to the provisions of this Agreement will be in writing and will be effective and deemed given under this Agreement on the earliest of: (i) the date of personal delivery; (ii) the date of transmission by e-mail, with confirmed transmission and receipt or the date of transmission by electronic transmission (in each case, if sent during normal business hours of the recipient, and if not, then on the next Business Day); (iii) two days after deposit with a nationally-recognized courier or overnight service such as Federal Express; or (iv) five days after mailing via certified mail, return receipt requested. All notices not delivered personally or by e-mail will be sent with postage and other charges prepaid and properly addressed to the Party or the Monitor, as applicable, to be notified at the address set forth for such Party or the Monitor:

(a) If to the Buyer at:

Westbrick Energy Ltd.
Bow Valley Square 3
2500, 255 - 5th Avenue SW,
Calgary, Alberta T2P 3G6

Attention: Ken McCagherty, President and CEO
E-mail: mccagherty@westbrick.ca

with a copy to:

Osler Hoskin & Harcourt LLP
Suite 2700, Brookfield Place
225 – 6th Avenue SW,
Calgary, Alberta T2P 1N2

Attention: Craig Spurn
E-mail: cspurn@osler.com

(b) If to the Seller at:

T5 SC Oil and Gas Limited Partnership
c/oBorden Ladner Gervais LLP
1900, 520 – 3rd Avenue SW
Calgary, Alberta T2P 0R3,

Attention: Matti Lemmens
E-mail: MLemmens@blg.com

with a copy to:

BDO Canada Limited
#110, 5800 – 2nd Street SW
Calgary, Alberta T2P 0H2

Attention: Matti Lemmens
E-mail: MLemmens@blg.com

(c) If to the Monitor at:

BDO Canada Limited
#110, 5800 – 2nd Street SW
Calgary, Alberta T2H 0H2

Attention: Marc Kelly
E-mail: makelly@bdo.ca

The Monitor or any Party may change its address or other information for service from time to time by notice given in accordance with the foregoing and any subsequent notice shall be sent to the Monitor or such Party, as applicable, at its changed address or such change information.

12.13 Monitor

Buyer acknowledges that the Monitor is acting solely in its capacity as the Court-appointed monitor of Seller, and not in its personal capacity. Under no circumstances shall the Monitor or any of its Representatives have any liability pursuant to this Agreement, or in relation to the Transaction whether such liability be in contract, tort or otherwise.

12.14 Counterparts, Facsimile Signatures

This Agreement may be signed in counterparts and each of such counterparts shall constitute an original document and such counterparts, taken together, shall constitute one and the same instrument. Execution of this Agreement may be made by facsimile signature, by email, PDF or other electronic format or transmission which, for all purposes, shall be deemed to be an original signature.

[The remainder of this page has been left intentionally blank.]

IN WITNESS WHEREOF the Parties hereto have executed this Agreement as of the date first written above.

SELLER

T5 SC OIL AND GAS LIMITED PARTNERSHIP, by and through BDO Canada Limited in its capacity as Monitor and not in its personal or corporate capacity

By: ________________________________
Name:
Title:

By: ________________________________
Name:
Title:

BUYER

WESTBRICK ENERGY LTD.

By: ________________________________
Name: Ken McCagherty
Title: President and CEO

SCHEDULE A
LANDS, PETROLEUM AND NATURAL GAS RIGHTS,
LEASES AND SUNCHILD JV AGREEMENTS

Lands, Petroleum and Natural Gas Rights and Leases

A. 100% Working Interest to and in:

the IOGC Lease

Tract 1:
T042-10W5: 22 27 28L1-L16
T043-09W5: 7L1-L16 18
T043-10W5: 3L1-L16 10L1-L16 11L1-L16 12L1-L16 14 23 24
Rights: P&NG & Oil Sds from Surface to Base of the Basement

Tract 2:
T042-10W5: 21L1-L16 34L1-L16 35
T043-10W5: 1 13
Rights: P&NG & Oil Sds from Surface to Base of the Basement, Except P&NG & Oil Sds in Mannville

Tract 3:
T043-09W5: 6
Rights: P&NG & Oil Sds below Base of the Rock Creek to Base of the Basement

Tract 4:
T043-10W5: 2 15
Rights: P&NG & Oil Sds from Surface to Base of the Basement, Except P&NG & Oil Sds in Mannville, Except P&NG & Oil Sds in Rock Creek

B. 100% Working Interest to and in:

Crown PNG Lease 0516020081

T043-09W5: 7NE,NW,SE
Rights: P&NG from Surface to Base of the Basement

C. 100% Working Interest to and in:

Crown PNG Lease 0598030879

Tract 1:
T043-10W5: 3NE,SE,SW 10SE 11SE,SW
Rights: P&NG from Surface to Base of the Pekisko

Tract 2:
T043-10W5: 12NE,SE,SW
Rights: P&NG from Surface to Base of the Mannville

Sunchild JV Agreements

SCHEDULE B
TANGIBLES, MAJOR FACILITIES AND WELLS

Tangibles and Major Facilities

All tangible depreciable property, apparatus, plant, equipment, machinery, field inventory and facilities used or intended for use in, or otherwise useful in exploiting any Petroleum Substances from or within the Lands (whether the Petroleum and Natural Gas Rights to which such Petroleum Substances are allocated are owned by Seller or by others or both) and located within, upon or in the vicinity of the Lands, including all gas plants, oil batteries, buildings, production equipment, pipelines, pipeline connections, meters, generators, motors, compressors, treaters, dehydrators, separators, pumps, tanks, boilers, communication equipment and all salvageable equipment pertaining to any Wells.

Wells

Well ID

100/03-07-043-09W5/00
100/05-07-043-09W5/00
100/10-07-043-09W5/00
100/15-07-043-09W5/02
100/15-07-043-09W5/03
102/01-11-043-10W5/00
100/08-11-043-10W5/00
100/04-23-043-10W5/02
100/05-23-043-10W5/02
100/13-23-043-10W5/00
100/07-24-043-10W5/00
100/08-24-043-10W5/00
100/12-24-043-10W5/00
100/16-24-043-10W5/00

SCHEDULE C
GENERAL CONVEYANCE

GENERAL CONVEYANCE

This General Conveyance made this ____ day of ____________, 2021.

BETWEEN:

T5 SC OIL AND GAS LIMITED PARTNERSHIP, a partnership formed under the laws of Alberta, by and through BDO Canada Limited in its capacity as Monitor and not in its personal or corporate capacity (the "**Seller**")

-and-

WESTBRICK ENERGY LTD., a corporation organized under the laws of the Province of Alberta (the "**Buyer**")

WHEREAS the Seller and the Buyer entered into a Purchase Agreement dated **[Date]** (the "**Agreement**");

AND WHEREAS the Seller has agreed to sell, assign and convey all of the Seller's right, title and interest in, to and under the Purchased Assets and the Buyer has agreed to purchase and accept all of the Seller's right, title and interest in, to and under the Purchased Assets in accordance with the terms and conditions contained in the Agreement;

NOW THEREFORE in consideration of the premises hereto and the covenants and agreements hereinafter set forth and contained, the Parties hereto covenant and agree as follows:

1. Definitions

All capitalized terms not defined herein shall have the same meaning as set out in the Agreement.

2. "As is, Where is" Basis

The Purchased Assets are being purchased by the Buyer on an "as-is, where-is" basis and without representation or warranty of any nature, kind or description by the Seller other than provided for in the Agreement. The covenants contained in the Agreement are incorporated herein as fully and effectively as if they were set out herein and there shall not be any merger of any covenant contained in the Agreement by virtue of the execution and delivery hereof, any rule of law, equity or statute to the contrary notwithstanding.

3. Conveyance

The Seller, for the consideration provided for in the Agreement, the receipt and sufficiency of which is acknowledged by the Seller, hereby sells, assigns, transfers and conveys the entire right, title, benefit and interest of the Seller (whether absolute or contingent, legal or beneficial) in and to the Purchased Assets to the Buyer, its successors and assigns, and the Buyer purchases and accepts such interests from the Seller, TO HAVE AND TO HOLD the same absolutely, subject to the terms of the Agreement.

4. Subordinate Document

This General Conveyance is executed and delivered by the Parties pursuant to the Agreement for the purposes of the provisions of the Agreement, and the terms hereof shall be read on conjunction with the terms of the Agreement. If there is a conflict between the provisions of the Agreement and this General Conveyance, the provisions of the Agreement shall prevail to the extent of the conflict.

5. Enurement

This General Conveyance enures to the benefit of and is binding upon the Parties and their respective administrators, trustees, receivers, successors and permitted assigns.

6. Further Assurances

Each Party shall, after the date of this General Conveyance, at the request of the other Party and without further consideration, do all further acts and execute and deliver all further documents which are reasonably required to perform and carry out the terms of this General Conveyance.

7. Governing Law

This General Conveyance will be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF the Parties have duly executed this General Conveyance.

SELLER

T5 SC OIL AND GAS LIMITED PARTNERSHIP, by and through BDO Canada Limited in its capacity as Monitor and not in its personal or corporate capacity

By: ________________________________
Name:
Title:

By: ________________________________
Name:
Title:

BUYER

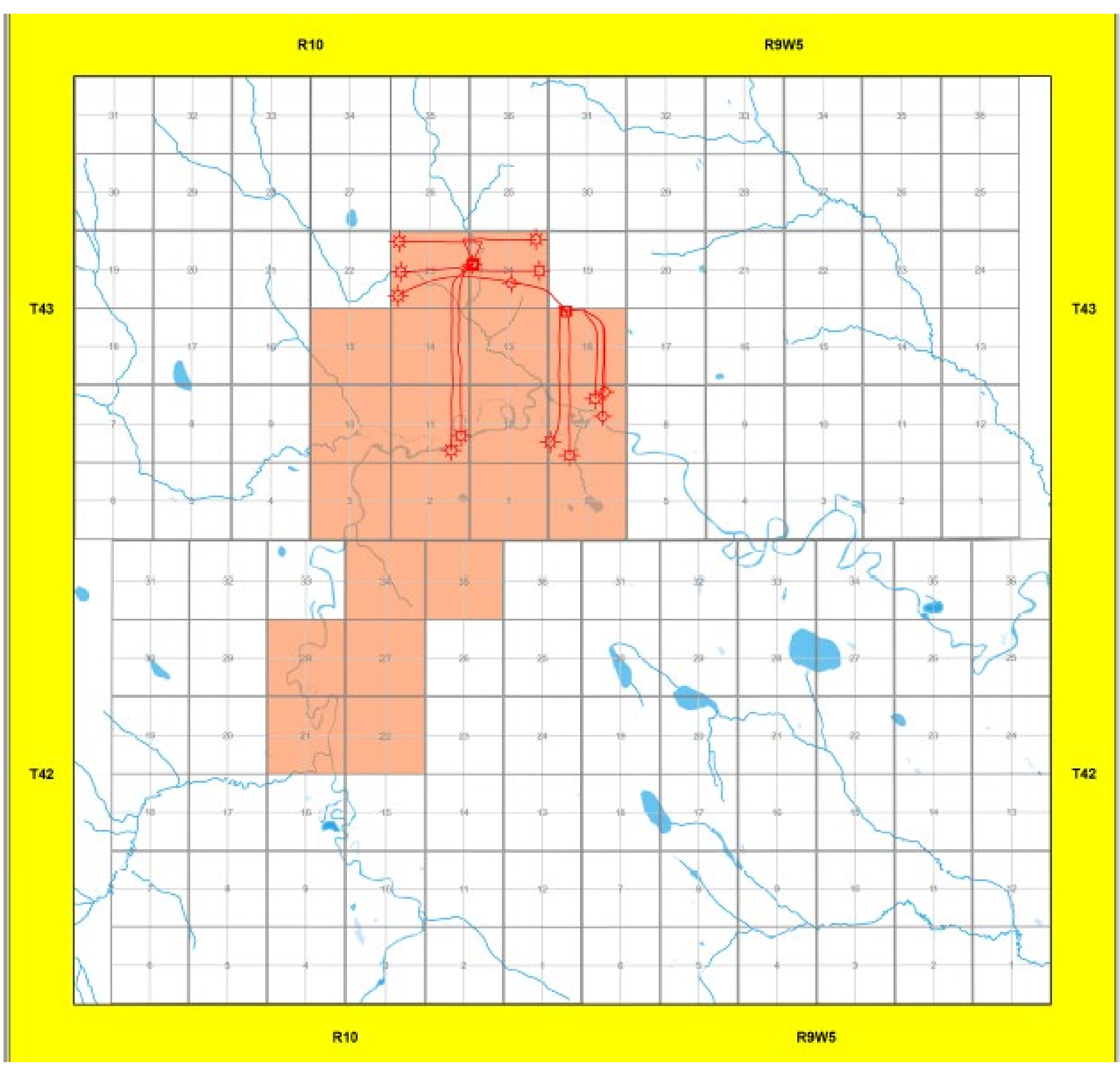
WESTBRICK ENERGY LTD.

By: ________________________________
Name: Ken McCagherty
Title: President and CEO

SCHEDULE D
LITIGATION

Nil.

SCHEDULE E
WHITEMAP AREA



SCHEDULE F
PERMITTED ENCUMBRANCES

Lessor Royalties under the Leases.

3% gross overriding royalty payable to Sunchild Oil & Gas Ltd. under the Sunchild JV Agreements.

SCHEDULE G
AFES

Nil

SCHEDULE H
ROFRS

Nil

SCHEDULE I
LETTERS OF CREDIT

Nil.

SCHEDULE J
MARKETING AND MIDSTREAM AGREEMENTS

Exhibit "B"

Crown Plan Support Agreement

(see attached)

Commissioner for Oaths and Notary Public

in and for the Province of Alberta

Jaspreet K Mann
Barrister & Solicitor
A Commissioner for Oaths
in and for Alberta

Execution Version

PLAN SUPPORT AGREEMENT

This PLAN SUPPORT AGREEMENT (this "**Agreement**") is made and entered into as of April 5, 2021 and:

(a) relates to the *Companies' Creditors Arrangement Act* (the "**CCAA**") proceedings (the "**Proceedings**") of T5 SC Oil and Gas Limited Partnership , Calgary Oil & Gas Syndicate Group Ltd., Calgary Oil and Gas Intercontinental Group Ltd. ("**COGIGL**") (in its own capacity and in its capacity as general partner of T5 SC Oil and Gas Limited Partnership) (the "**Partnership**"; together with COGIGL, the "**Borrower**"), Calgary Oil and Syndicate Partners Ltd., and Petroworld Energy Ltd. (collectively, the "**Debtors**"); and is between

(b) Crown Capital Partner Funding, LP, by and through its general partner Crown Capital LP Partner Funding Inc. ("**Crown Capital**"), is the senior secured creditor of the Borrower; and

(c) Westbrick Energy Ltd. ("**Westbrick**", the "**Company**" or the "**Plan Sponsor**").

RECITALS

WHEREAS, on February 11, 2021 (the "**Stay Date**") the Debtors applied for protection from their creditors under the *Companies' Creditors Arrangement Act (Canada)*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**") in the Alberta Court of Queen's Bench (the "**Court**");

WHEREAS, Crown Capital is the holder of a secured claim, as defined in the CCAA against the Borrower (whether or not asserted) arising prior to the Stay Date (collectively, the "**Secured Claim**");

WHEREAS, Westbrick wishes to propose and implement, a financial restructuring and sale of the oil and gas assets (the "**Assets**") of the Borrower (the "**Restructuring**") on the terms and conditions set forth in a draft *Plan of Arrangement and Compromise* (the "**Plan**") whereunder the Secured Claim will be unaffected and the unsecured creditors will vote on the Plan;

WHEREAS, at an application currently set down for April 13, 2021, the Plan Sponsor will be seeking approval of the Plan in order to put it to a vote of the unsecured creditors, including seeking an order (the "**Meetings Order**") to call a meeting of the unsecured creditors to vote on the Plan;

WHEREAS, in connection with the transactions contemplated by the Plan, the Company, certain other parties who also support the Plan, including the Sunchild First Nation (the "**SFN**"), other unsecured creditors and certain other parties (collectively, the "**Plan Support Parties**") have or will enter into certain Support Agreements, (such agreement, as the same may be amended, supplemented or modified in accordance with the terms therein, the "**Commitment Agreement**");

WHEREAS, the Company desires to obtain the commitment of Crown Capital to support and, if determined to be necessary, vote to accept the Plan, subject to the terms and conditions set forth herein; and

WHEREAS, subject to the execution of definitive documentation and appropriate approvals by the Court of the Plan and the sale of the Assets, the following sets forth the agreement between the Company and Crown Capital concerning their respective obligations.

AGREEMENT

NOW THEREFORE, in consideration of the promises and the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Effectuating the Restructuring.

To implement the Plan, the Company shall use its commercially reasonable efforts to:

(a) solicit the requisite acceptances of the Plan from the unsecured creditors in accordance with the CCAA;

(b) seek issuance of the Meetings Order, sale approval and vesting order (the "**SAVO**") and a plan sanction order (the "**Sanction Order**") with respect to the Plan as expeditiously as practicable under the CCAA and any applicable rules and guidelines; and

(c) consummate the Plan, including the closing of the purchase of the Assets.

2. Commitments of Crown Capital Under this Agreement.

(a) Voting by Crown Capital.

As long as a Termination Event has not occurred, or has occurred but has been duly waived or cured in accordance with the terms hereof, and if necessary, Crown Capital agrees for itself and on behalf of the accounts within its control that, so long as it is the legal owner and beneficial owner with power and/or authority to bind any Secured Claim and vote on a plan of reorganization or plan of arrangement which comports with the definition of the Plan in this Agreement, it shall be bound to, and will, timely vote its Secured Claim (and not revoke or withdraw its vote) in favor of the Plan.

(b) Support of the Plan.

As long as a Termination Event has not occurred, or has occurred but has been duly waived or cured in accordance with the terms hereof, Crown Capital, agrees for itself and on behalf of the accounts within its control that, so long as it remains the legal owner and beneficial owner with power and/or authority to bind any Secured Claim it will:

i. from and after the date hereof, not directly or indirectly seek, solicit, support or vote in favor of any other plan, sale, proposal or offer of dissolution, winding up, liquidation, reorganization, merger or restructuring of any of the Debtors that could reasonably be expected to prevent, delay or impede the Restructuring of the Debtors in accordance with the Plan;

ii. permit disclosure of the contents of this Agreement; *provided* however the Company's ability to disclose the contents of this Agreement are subject to Section 10(m) hereof;

iii. not object to or otherwise commence any proceeding opposing any of the terms of this Agreement, the Plan or the Commitment Agreements, except to the extent that the terms contained therein are inconsistent with the Plan;

iv. not take any action, including, without limitation, initiate any legal proceeding, that is inconsistent with, or that could reasonably be expected to prevent, delay or impede confirmation or consummation of the Plan; and

v. use its commercially reasonable efforts to work with the Company to meet the deadlines set forth in Sections 2(c) and 9(a) hereof.

Notwithstanding the foregoing, nothing in this Agreement shall be construed as to prohibit any Plan Support Party from appearing as a party-in-interest in any matter to be adjudicated in the Proceedings of the Debtors, including, but not limited to asserting any claims, counterclaims, or defenses, so long as such appearance and the positions advocated in connection therewith are consistent with the Plan, and are not for the purpose of hindering, delaying or preventing the confirmation or consummation of the Plan and the Restructuring contemplated thereby.

Further, the Company and Crown Capital hereby agree that Crown Capital shall bring forward an alternative application (the "**SA Application**") to that of the Company for approval a strategic alternatives process (the "**SA Process**") wherein any asset purchase agreement from the Company that is included as part of the Plan shall be put forward as the stalking-horse bidder for the purposes of the SA Process. The SA Application will be filed in the alternative and will be returnable on April 13, 2021 but will only be argued and heard if the Court directs and as an alternative to the Meeting Order being granted. Crown Capital agrees that if the Meeting Order is to be granted by the Court than the SA Application should be adjourned *sine die* or withdrawn.

(c) Transfer (as defined below) of Claims, Interests and Securities.

Crown Capital hereby agrees, until this Agreement shall have terminated, not to (i) sell, assign, transfer, pledge or otherwise dispose of, directly or indirectly (each such disposition, a "**Transfer**"), all or any of its Secured Claim, including any voting rights associated with such Secured Claim, or (ii) grant any proxies, deposit any of its Secured Claim into a voting trust or enter into a voting agreement with respect to any of its Secured Claim, unless, in each case, the counterparty thereof either is a Plan Support Party or agrees for the benefit of the Parties (a) to be bound by all of the terms of this Agreement and (b) to assume the rights and

obligations of the Crown Capital under this Agreement, by executing the form of Assignment attached hereto as **Exhibit 1**, a copy of which shall be provided to the Company) promptly, but in any event within three (3) business days after the Transfer. By its acknowledgement of written notice of the relevant Transfer, or five (5) business days after a copy of any Assignment is provided to the Company, the Company shall be deemed to have acknowledged that its obligations to the Crown Capital hereunder shall be deemed to constitute obligations in favor of the relevant transferee/assignor as an Crown Capital hereunder. Any Transfer of any Secured Claim that does not comply with the procedure set forth in the first sentence of this Subsection 2(c) shall be deemed void *ab initio*.

(d) Representation of Crown Capital 's Secured Claim

Crown Capital represents that, as of the date hereof:

i. it is the legal owner and beneficial owner of the Secured Claim;

ii. there are no Secured Claims of which it is the legal owner, beneficial owner and/or investment advisor for the legal or beneficial owner that are not listed on its respective signature page;

iii. other than pursuant to this Agreement, such Secured Claim is free and clear of any pledge, lien, security interest, charge, claim, equity, option, proxy, voting restriction, right of first refusal or other limitation on disposition or encumbrances of any kind, that would adversely affect in any way Crown Capital's performance of its obligations contained in this Agreement at the time such obligations are required to be performed; and

iv. it has full power to vote, dispose of and compromise the aggregate principal amount of the Secured Claim.

3. <u>The Company's Responsibilities.</u>

(a) Other Support Agreements.

The Company represents and warrants that, if it has entered into (or concurrently herewith is entering into) restructuring agreements, plan support or lock-up agreements (collectively, the "**Other Support Agreements**") with other Plan Support Parties, including the SFN and unsecured creditors, the Other Support Agreements are materially similar to this Agreement and, in any event, the terms and conditions thereof do not have a material adverse effect on Crown Capital.

(b) Implementation of the Plan.

The Company shall use its commercially reasonable efforts to:

i. effectuate and consummate the Restructuring on the terms described in the Plan;

ii. obtain from the Court the Meetings Order, the Sanction Order and the SAVO which orders shall be in form and substance materially consistent with the Plan and reasonably acceptable to the unsecured creditors, which Sanction Order shall be entered by the Court no later than on or before June 1, 2021;

iii. cause the implementation date of the Plan to occur no later than on or before June 30, 2021; and

iv. take no actions materially inconsistent with this Agreement, the Commitment Agreements, or the Plan or the expeditious effectuation and consummation of the Plan.

(c) Notification to the Plan Support Parties of Alternative Plan.

If at any time the Company's board of directors determines that it shall pursue of an alternative transaction, sale, merger, consolidation, restructuring, reorganization, disposition, liquidation or dissolution (each an "**Alternative Transaction**"), the Company shall promptly notify Crown Capital in writing regarding such Alternative Transaction.

4. <u>Mutual Representations and Warranties</u>

Crown Capital makes the following representations and warranties (as to itself only) to the Company, and the Company makes the following representations and warranties (as to itself only), as of the date of this Agreement and each of which is a continuing representation and warranty until the earlier of (i) the occurrence of a Termination Event and (ii) the Effective Date or the Implementation Date :

(a) Enforceability.

This Agreement is a legal, valid and binding obligation of the Party, enforceable against it in accordance with its terms, except as enforcement may be limited by applicable laws relating to or limiting creditors' rights generally or by equitable principles relating to enforceability or ruling of the Court.

(b) No Consent or Approval.

Except as expressly provided in this Agreement, no consent or approval is required by any other entity in order for it to execute and deliver and to carry out the provisions of this Agreement.

(c) Power and Authority.

It has and shall maintain all requisite power and authority to enter into this Agreement and to carry out the transactions contemplated by, and perform its respective obligations under, this Agreement and the Plan.

(d) Authorization.

The execution and delivery of this Agreement and the performance of its obligations hereunder have been duly authorized by all necessary action on its part.

(e) No Conflicts.

The execution, delivery and performance of this Agreement does not: (i) violate any provision of law, rule or regulations applicable to it; (ii) violate its certificate of incorporation, bylaws or other organizational documents ; or (iii) conflict with, result in a breach of or constitute (with due notice or lapse of time or both) a default under any material contractual obligation to which it is a party.

(f) Corporate Standing.

Each Party is duly organized, validly existing, and in good standing under the laws of the state or province of its organization, and has all requisite corporate, partnership, or limited liability company power and authority to enter into this Agreement and to carry out the transactions contemplated by, and perform its respective obligations under, this Agreement.

(g) Fiduciary Duty.

Each Party is not aware of any event that, due to any fiduciary or similar duty to any other person, would prevent it from taking any action required of it under this Agreement.

5. Supporting Cooperation.

Without limiting any other provision hereof, Crown Capital hereby agrees to (i) negotiate in good faith the definitive agreements and documents reasonably necessary or desirable to implement the Restructuring, which shall be, in all material respects, substantially in accordance with the terms and conditions contained in the Plan, and (ii) act in good faith to support the implementation and documentation of the Restructuring. Without limiting the generality of the foregoing, the Company shall, except where it is not reasonably practicable, provide draft copies of all motions or applications and other documents related to the Plan that the Company intends to file with the Court to legal counsel for Crown Capital within (3) three business days prior to the date when the Company intends to file any such document and shall consult in good faith with such counsel regarding the form and substance of any such proposed filing with the Court.

6. No Waiver of Participation and Preservation of Rights.

If the transactions contemplated by the Plan is not consummated as provided therein or if this Agreement is terminated, nothing shall be construed herein as a waiver by any Party of any or all of such Party's rights and the Parties expressly reserve any and all of their respective rights and remedies under applicable law and in equity.

7. Cooperation.

Crown Capital will (i) negotiate in good faith regarding the definitive documentation necessary to implement the Restructuring, which shall be, in all material respects, substantially in accordance with the terms and conditions contained in the Plan, and (ii) act in good faith to support the implementation and consummation of the Restructuring. The Company shall use commercially reasonable efforts to keep the Plan Support Parties reasonably informed with respect to the implementation and consummation of the Restructuring and all material developments related thereto.

8. Acknowledgement.

This Agreement, the Plan and the transactions contemplated herein and therein are the product of negotiations between the Parties and their respective representatives. The Company will not solicit acceptances of the Plan from the Crown Capital in any manner inconsistent with the CCAA or applicable non-bankruptcy law.

9. Termination.

(a) Termination Events.

The term "**Termination Event**," wherever used in this Agreement, means any of the following events (whatever the reason for such Termination Event and whether it is voluntary or involuntary):

i. the Company's board of directors determines, in its sole discretion, that continued pursuit of the Plan is inconsistent with its fiduciary duties or that the Plan is no longer confirmable or feasible;

ii. the Company files, supports or endorses a plan of reorganization, a plan of liquidation or a plan of compromise that is materially inconsistent with the Plan;

iii. SFN does not execute a Commitment Agreement or support letter and the Company has not received support letters from at least 5 out of the 10 largest unsecured creditors on or before April 13, 2021;

iv. a Sanction Order and SAVO reasonably acceptable to the Company and the Plan Support Parties is not issued by the Court on or before June 1, 2021, which date may be extended by mutual agreement of the Parties;

v. the Effective Date or the Implementation Date (as defined in the Plan) does not occur by June 30, 2021, which date may be extended by mutual agreement of the Parties;

vi. the Meetings Order, the SAVO or the Sanction Order is reversed on appeal or vacated and all appeals thereof by the Company have been unsuccessful;

vii. a trustee, receiver, receiver and manager or liquidator is appointed in the case of the Borrower. Crown Capital agrees not to seek the appointment of a receiver or receiver and manager until at least May 15, 2021;

viii. any Party has breached any material provision of this Agreement, and any such breach has not been duly waived or cured within five (5) business days of written notice by another Party to the Company and the breaching Party of such breach; *provided*, that if Crown Capital shall breach its obligations pursuant to this Agreement or any similar agreement executed by Crown Capital, a Termination Event arising as a result of such act or omission shall only give rise to a termination of this Agreement, but only if the Company elects to terminate this Agreement;

ix. the Company (a) withdraws the Plan or (b) publicly announces its intention not to support the Plan;

x. any material change to the Plan shall have been made, any exhibit, supplement, schedule or related or ancillary agreement or instrument or any amendment, modification, consent or waiver to any of the foregoing shall have been agreed to, entered into, executed and delivered, filed with the Court or otherwise given effect that (a) affects the economic recovery or claims treatment of any prepetition or post-petition claims of any Plan Support Party (including with respect to any releases, injunctions and/or exculpations), is not acceptable to Crown Capital, acting reasonably; or (b) in any other event, is not acceptable to Crown Capital, acting reasonably;

xi. any court of competent jurisdiction or other competent governmental or regulatory authority issues an order making illegal or otherwise restricting, preventing or prohibiting the consummation of the transaction contemplated in the Plan, the Commitment Agreement or any of the related documentation or ancillary agreements in a way that cannot be reasonably remedied by the Company subject to the reasonable satisfaction of Crown Capital; or

xii. if the Company obtains standing to assert, and files an objection or initiates a contested matter or adversary proceeding with the Court (or any other court) challenging the Secured Claim of Crown Capital.

xiii. if the Plan is rejected by the unsecured creditors at any meeting held to vote on the Plan.

The foregoing Termination Events are intended solely for the benefit of the Company and Crown Capital; *provided* that neither the Company nor Crown Capital may seek to

terminate this Agreement based upon a material breach or a failure of a condition (if any) in this Agreement arising out of their own actions or omissions that were in violation of this Agreement.

(b) Termination Event Procedures.

i. This Agreement shall automatically terminate and be of no further force or effect upon the first to occur of the Termination Events contemplated by any of clauses (v), (vi), (vii), (ix) or (x) of Section 9(a) hereof.

ii. Subject to the last sentence of Section 9(a) hereof, this Agreement shall terminate and be of no further force or effect upon written notice to Crown Capital by the Company upon the occurrence of any Termination Event (and with respect to clause (xi) of Section 9(a), due to a breach by the Crown Capital that has not been cured), except as set forth in clause (i) of Section 9(b) hereof.

iii. Subject to the last sentence of Section 9(a) hereof, this Agreement shall terminate and be of no further force or effect upon written notice to the Company by the Crown Capital upon the occurrence of any Termination Event.

iv. Any such termination (or partial termination) of the Agreement shall not restrict the Parties' rights and remedies for any breach of the Agreement by any Party, including, but not limited to, pursuant to the reservation of rights set forth herein.

10. <u>Miscellaneous Terms.</u>

(a) Binding Obligation; Assignment.

Binding Obligation. Upon execution of this Agreement by the Company and Crown Capital, this Agreement shall be a legally valid and binding obligation of the Parties, enforceable in accordance with its terms, and shall inure to the benefit of the Parties and their representatives. Nothing in this Agreement, express or implied, shall give to any entity, other than the Parties and their respective successors or permitted assigns, any benefit or any legal or equitable right, remedy or claim under this Agreement.

Assignment. No rights or obligations of any Party under this Agreement may be assigned or transferred to any other entity except as provided in Section 2(c) hereof, and any purported assignment or transfer in violation of Section 2(c) shall be null and void *ab initio*.

(b) Further Assurances.

The Parties agree to execute and deliver such other instruments and perform such acts, in addition to the matters herein specified, as may be reasonably appropriate or necessary, from time to time, to effectuate the agreements of the Parties expressed herein.

(c) Headings.

The headings of all sections of this Agreement are inserted solely for the convenience of reference and are not a part of and are not intended to govern, limit or aid in the construction or interpretation of any term or provision hereof.

(d) Settlement Discussions.

Nothing herein shall be deemed an admission of any kind. This Agreement and all negotiations relating thereto shall not be admissible into evidence in any proceeding other than a proceeding to enforce the terms of this Agreement. Notwithstanding the foregoing, this Agreement may be filed with the Courts in support of the Plan. The amount of the Secured Claim set out herein constitutes the amount that Crown Capital is prepared to accept in full satisfaction of its Secured Claim in the event that the Plan is approved and implemented by the Court and is not binding upon Crown Capital in respect of any other Plan or any other circumstance related to the Proceeding.

(e) Governing Law.

The parties agree that this Agreement is conclusively deemed to be made under, and for all purposes to be governed by and construed in accordance with, the laws of the Province of Alberta and of Canada applicable therein. There shall be no application of any conflict of law or other rules which would result in any laws other than internal laws in force in the Province of Alberta applying to this Agreement. The parties hereto do hereby irrevocably submit and attorn to the non-exclusive jurisdiction of the courts of the Province of Alberta for all matters arising out of or relating to this Agreement, or any of the transactions contemplated hereby or by any thereof.

(f) Remedies

The Parties hereby acknowledge that the rights of the Parties under this Agreement are unique and that remedies at law for breach or threatened breach of any provision of this Agreement would be inadequate and, in recognition of this fact, agree that, in the event of a breach or threatened breach of the provisions of this Agreement, in addition to any remedies at law, the Parties shall, without posting any bond, be entitled to obtain equitable relief in the form of specific performance, a temporary restraining order, a temporary or permanent injunction or any other equitable remedy which may then be available and the Parties hereby waive any objection to the imposition of such relief.

All rights, powers and remedies provided under this Agreement or otherwise available in respect hereof at law or in equity shall be cumulative and not alternative, and the exercise of any right, power or remedy thereof by any Party shall not preclude the simultaneous or later exercise of any other such right, power or remedy by such Party.

(g) Complete Agreement, Interpretation and Modification.

i. **Complete Agreement.** This Agreement, the Plan and the other agreements, exhibits and other documents referenced herein and therein constitute the complete agreement between the Parties with respect to the subject matter hereof and supersede all prior

agreements, oral or written, between or among the Parties with respect thereto; provided, however, that any confidentiality agreement executed by any Plan Support Party shall survive this Agreement and shall continue to be in full force and effect, in accordance with the terms thereof, irrespective of the terms hereof;

ii. **Interpretation.** This Agreement is the product of good faith negotiation by and among the Parties. Any Party enforcing or interpreting this Agreement shall interpret it in a neutral manner. There shall be no presumption concerning whether to interpret this Agreement for or against any Party by reason of that Party having drafted this Agreement, or any portion thereof, or caused it or any portion thereof to be drafted.

iii. **Modification of this Agreement.** This Agreement may only be modified, altered, amended or supplemented by an agreement in writing signed by the Company and Crown Capital.

(h) Execution of this Agreement.

This Agreement may be executed and delivered (by facsimile or otherwise) in any number of counterparts, each of which, when executed and delivered, shall be deemed an original, and all of which together shall constitute the same agreement. Except as expressly provided in this Agreement, each individual executing this Agreement on behalf of a Party has been duly authorized and empowered to execute and deliver this Agreement on behalf of said Party.

(i) Continued Banking Practices.

Notwithstanding anything herein to the contrary, Crown Capital may accept deposits from, lend money to, and generally engage in any kind of banking, investment banking, trust or other business with, or provide debt financing (including exit financing), equity capital or other services (including financial advisory services) to the Borrower, including, but not limited to, any person proposing or entering into a transaction related to or involving the Borrower.

(j) Consideration.

The Company and the Crown Capital hereby acknowledge that no consideration, other than that specifically described herein and in the Plan, shall be due or paid to Crown Capital for its agreement to vote to accept the Plan, if necessary, (or any other plan or reorganization or plan of arrangement) in accordance with the terms and conditions of this Agreement, other than the Company's representations, warranties and agreement to use its commercially reasonable efforts to seek to effectuate and consummate the Plan.

(k) Confidentiality

The Company agrees to keep confidential the amount of Secured Claim held (beneficially or otherwise) by Crown Capital, except to the extent required by applicable law or unless otherwise agreed to in writing by Crown Capital.

(l) Notices.

All notices hereunder shall be deemed given if in writing and delivered, if sent by facsimile, courier or by registered or certified mail (return receipt requested) to the following addresses and facsimile numbers (or at such other addresses or facsimile numbers as shall be specified by like notice):

i. If to the Company, to:

Westbrick Energy Ltd.
Bow Valley Square 3
2500, 255 5th Ave. SW
Calgary Alberta
T2P 3G6

Attention: President & Chief Executive Officer
Email: McCagherty@Westbrick.ca

with copies to:

Osler, Hoskin and Harcourt LLP
Suite 2700, Brookfield Place
225 – 6th Avenue S.W.
Calgary, Alberta T2P 1N2
Attention: Craig Spurn
Email: cspurn@osler.com
-- and –

Tory's LLP
4600 Eighth Avenue Place East
525 – 8th Avenue SW
Calgary, Alberta T2P 1G1

Calgary, AB
Attention: Kyle Kashuba

Email: kkashuba@torys.com

ii. If to the Crown Capital to:

Crown Capital Partners Inc.
Suite 2730, 333 Bay Street
Toronto, ON, M5H 2R2
Attn: Chris Johnson
Email: chris.johnson@crowncapital.ca

MLT AIKINS LLP
2100, 222-3rd Avenue S.W.
Calgary, AB T2P0B4
Attn: Ryan Zahara
Email: rzahara@mltaikins.com

iii. Any notice given by delivery, email or courier shall be effective when received.

[***REMAINDER OF PAGE INTENTIONALLY LEFT BLANK***]

IN WITNESS WHEREOF, the Parties have entered into this Agreement on the day and year first above written.

PLAN SPONSOR:

WESTBRICK ENERGY INC.

By: ______________________
Name: Ken McCagherty
Title: President & CEO

SECURED CREDITOR:

CROWN CAPITAL PARTNER FUNDING, LP, by and through its general partner CROWN CAPITAL LP PARTNER FUNDING INC.,

By: ______________________
Name: Chris Johnson
Title: President

Secured Claim of Crown Capital:

____

____

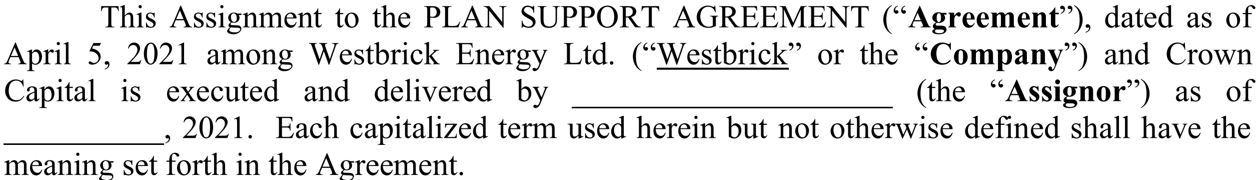
T5 Payout Amount, as at April 5, 2021

Item	Amount	
Principal outstanding	27,000,000	
Amendment fee	270,000	
Prepayment fee	1,090,800	
Interest receivable at April 5, 2021	1,282,472.63	
Feb 1 - April 5, 2021 Production Pmt	141,884.00	
Production payment buyout	671,367.46	
Legal Fees	165,236.85	<- Includes an estimate of legal fees to the end of March (April Fees will be additional)
Constultant fees (FTI)	XXXX	
Total Payout amount	30,621,760.94	

Per diem rate	10,486.90

<u>EXHIBIT 1</u>

FORM OF ASSIGNMENT



This Assignment to the PLAN SUPPORT AGREEMENT ("**Agreement**"), dated as of April 5, 2021 among Westbrick Energy Ltd. ("Westbrick" or the "**Company**") and Crown Capital is executed and delivered by ____________________ (the "**Assignor**") as of __________, 2021. Each capitalized term used herein but not otherwise defined shall have the meaning set forth in the Agreement.

1. Agreement to be Bound. The Assignor hereby agrees to be bound by all of the terms of the Agreement, attached to this Assignment as Annex 1 (as the same may be hereafter amended, restated or otherwise modified from time to time). The Assignor shall hereafter be deemed to be a "Plan Support Party" and a "Party" for all purposes under the Agreement.

2. Representations and Warranties. With respect to the Secured Claim set forth below and all related rights and causes of action arising out of or in connection with or otherwise relating to such Secured Claim, the Assignor hereby makes the representations and warranties of the Plan Support Party set forth in the Agreement to each other Party to the Agreement.

3. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the Province of Alberta.

Exhibit "C"

Trican Support Letter

(see attached)

Commissioner for Oaths and Notary Public

in and for the Province of Alberta

Jaspreet K Mann
Barrister & Solicitor
A Commissioner for Oaths
in and for Alberta

Dr. Chika B. Onwuekwe, Q.C.
VP, Legal, General Counsel and Corporate Secretary
D: 403.231.6121
E: conwuekwe@trican.ca

Executive Assistant: Kathy Pfaffinger
D: (403) 476-6735
E: kpfaffinger@trican.ca

Via Email (info@westbrick.ca)

April 1, 2021

Westbrick Energy Ltd.

To Whom it May Concern:

RE: Trican Well Service Ltd. - Support of the Westbrick Transaction
CCAA Proceedings of T5 SC Oil and Gas Limited Partnership et al (the "Companies")

We are an unsecured creditor of T5 SC Oil and Gas Limited Partnership ("**T5**"), who, together with a number of affiliates[1] (collectively, the "**Companies**"), is subject to certain *Companies' Creditors Arrangement Act* (Canada) ("**CCAA**") proceedings (the "**CCAA Proceedings**"). The CCAA Proceedings were commenced pursuant to an Order that was granted by the Honourable Mr. Justice D.B. Nixon of the Court of Queen's Bench of Alberta (the "**Court**") on February 11, 2021, as amended and restated on February 19, 2021 and on March 4, 2021 pursuant to an Order of the Court (the "**Second Amended and Restated Initial Order**"), pursuant to which the stay of proceedings related thereto was extended through to April 15, 2021.

The Companies obtained a further extension of the stay of proceedings in order to allow an unnamed third party (the "**Third Party**", as noted in the Court application materials related to the Second Amended and Restated Initial Order), in conjunction with the Companies, sufficient time to complete a transaction (the "**Third Party Transaction**") that is intended to contribute to the retirement of the Companies' indebtedness to Crown Capital Partners Inc. ("**Crown Capital**") and form the basis of an overall restructuring plan for the Companies.

We have been advised by Westbrick Energy Ltd. ("**Westbrick**") that they have provided a proposal directly to the Monitor and seek to provide the same proposal to the unsecured creditors of the Companies and have the unsecured creditors vote on that proposal. We understand that Crown Capital, the secured creditor of T5 supports the Offer (the "**Westbrick Offer**") (a copy of which we have received) that outlines the principal terms and conditions whereby Westbrick would acquire all of the Ferrier Area assets of T5 and its affiliates within a certain area (the "**Assets**") to be effective on April 1, 2021 and close in or around May 2021 or such other date as is required in connection with the CCAA Proceedings, which closing shall be in accordance with the provisions of the CCAA and all other applicable legislation (the "**Westbrick Transaction**").

We have had the opportunity to consider the Westbrick Offer and are of the view that it has several attractive features for T5 and its creditors, including, *inter alia*, the following:

(a) the proposed purchase price is sufficient for: (i) full recovery of debt owed by T5 to Crown Capital; and (ii) a possible partial recovery of debt owed by T5 to its unsecured creditors;

(b) the Westbrick Transaction can be completed quickly and efficiently reducing transaction, operating and administration costs and advisory fees and maximizing recovery of amounts owed by T5 to its creditors;

[1] Namely, Calgary Oil & Gas Syndicate Group Ltd., Calgary Oil & Gas Intercontinental Group Ltd., Calgary Oil and Syndicate Partners Ltd. and Petroworld Energy Ltd.

(c) material third party consents are limited to an Indian Oil and Gas Canada approval, and Westbrick advises that the Sunchild First Nation has indicated that it is supportive of the Westbrick Transaction;

(d) notification pursuant to the *Competition Act* (Canada) is not expected to be necessary;

(e) the Westbrick Transaction would not be contingent on any financing condition;

(f) Westbrick has a successful track record of closing deals of this magnitude;

(g) we have experience working with Westbrick and trust that they are a suitable purchaser of the Assets and will be compliant with applicable rules, regulations and legislation; and

(h) Westbrick is a successful and credible operator, has a track record demonstrating good operating practices and compliance with all applicable laws and regulations, as operator and licensee of a large base of assets is in good standing with the AER.

For the above reasons, and others, it is our view that the Westbrick Transaction is more beneficial to unsecured creditors and we certainly prefer same over the potential Third Party Transaction, which, in our view, has many potential risks and uncertainties. In our respectful view, the Third Party Transaction would not see the same recovery for the unsecured creditors and we prefer the Westbrick Offer to a marketing process, which would result in significant costs, time, and other risks related to same. As such, we hereby confirm our support of the Westbrick Transaction.

We trust that this support letter is in order, however, should you have any questions or comments, please do not hesitate to contact Chika Onwuekwe, Q.C. at COnwuekwe@trican.ca.

Yours truly,

TRICAN WELL SERVICE LTD.

Chika B. Onwuekwe
/KP

Exhibit "D"

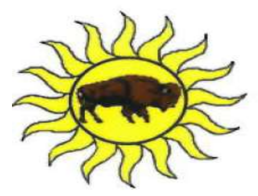
Sunchild First Nation Letter re: Serious Concern of the Spartan Transaction and Support of the Westbrick Transaction

(see attached)

Commissioner for Oaths and Notary Public

in and for the Province of Alberta

Jaspreet K Mann
Barrister & Solicitor
A Commissioner for Oaths
in and for Alberta



SUNCHILD FIRST NATION

P.O. Box 747
Rocky Mountain House, Alberta T4T 1A5
Office (403) 989-3740 * Fax (403) 989-2533

April 8, 2021

Westbrick Energy Ltd.
Bow Valley Square 3
2500, 255 – 5th Ave SW
Calgary, AB T2P 3G6

Re: Sunchild First Nation's Support of the Westbrick Transaction

CCAA Proceedings of T5 SC Oil and Gas Limited Partnership et al (the "Companies")

On behalf of Sunchild First Nation ("**Sunchild**"), we write this letter to express our serious concerns with the Companies' proposed sale of partnership units to Spartan Delta Corp. ("**Spartan**"). We are a key stakeholder of the Companies as the First Nation where substantially all of the Companies' assets are located. We have a longstanding contractual and business relationship with the Companies and their owners. A transaction that divests control of the Companies into the hands of Spartan, while retaining the Companies as the owners of the assets on our Reserve causes us significant concern. In contrast, we view a proposed asset sale of the Companies' assets to Westbrick Energy Ltd. as more favourable to Sunchild and the extensive list of the Companies' unsecured creditors.

We reviewed the April 6, 2021 Affidavit of Ryan Martin which we received on April 7, 2021. Despite a longstanding relationship with Mr. Martin and contractual relationships with Companies he works for, he did not advise us in advance of a proposed sale to Spartan. He would have known that such a sale would be problematic for Sunchild for the reasons that follow.

First, Spartan lacks a track record as a proven oil and gas producer. We understand Spartan obtained substantially all of the oil and gas assets at O'Chiese First Nation ("**O'Chiese**") in 2020 pursuant to the CCAA proceedings of Bellatrix Exploration Ltd. Prior to this acquisition, Spartan was a penny stock known as Return Energy Inc. While the Companies have largely honoured their contractual commitments to Sunchild, they obviously have not honoured their commitments to most service providers that are essential to the safe and proper development of the resources on our Reserve. Given the evidence of substantial indebtedness by the Companies that emerged in these CCAA proceedings, we no longer trust that they can effectively operate the assets on our Reserve in a financially sustainable manner going forward, nor do we trust Spartan as effectively a new company that has not engaged with us.

Second, Spartan's existing relationship with O'Chiese may prejudice Sunchild. Spartan is the primary gas producer at O'Chiese, our direct neighbour with whom we share a border between our Reserves. In fact, Spartan has joint venture arrangements with O'Chiese where O'Chiese participates in the development and processing of gas on their Reserve. This may create conflict between Spartan, O'Chiese and Sunchild. In addition, we believe Spartan's ownership of the Companies could prejudice Sunchild when it comes to communications and resolving the inevitable differences that arise during gas extraction in the backyards of our homes and the homes of our members.

Third, we understand that the Companies refused to have meaningful discussions with Westbrick that would have allowed Westbrick to provide a binding offer, preferring instead to negotiate exclusively with Spartan. We do not understand how the Companies can be permitted to not disclose the terms of the Spartan transaction and yet release details of the Westbrick offer. We are left to speculate on the terms of the Spartan proposal but it appears based on its structure that it retains ownership or other benefits to the owners of the Companies and unlike the Westbrick transaction does not transparently flow through all consideration to the benefit of the creditors of the Companies.

Westbrick has a long track record of successfully developing gas assets in our Traditional Lands which neighbour our Reserve. They approached us to discuss their plans for responsibly and collaboratively developing the assets. In addition, Westbrick has agreed to increase the drilling commitment to Sunchild over the next 3 years by a net 4 wells. We believe Westbrick is a proven operator with the capital necessary to make sure the development of gas on our Reserve is done safely and profitably, without leading to losses for creditors in the future. Ultimately Sunchild bears significant environmental risk from orphan wells and risk in collecting the royalties payable to Canada on our behalf and a gross overriding royalty to Sunchild Oil & Gas Ltd. We cannot face this risk again and Westbrick's track record gives us confidence.

We reviewed Westbrick's proposed Asset Purchase Agreement (the "**Westbrick Transaction**") and we understand that Crown Capital, the secured creditor of the Companies supports the Westbrick Transaction. To the extent the price or value to creditors in Spartan's offer exceeds the Westbrick Transaction, we understand that Westbrick is prepared to increase its purchase price. We view the Westbrick Transaction as clear, requiring little negotiation and imposing minimal conditions. In addition, we note several other attractive features for the Companies and its creditors, including the following:

(a) the Westbrick Transaction can be completed quickly and efficiently, reducing transaction, operating and administration costs and advisory fees and maximizing recovery of amounts owed by the Companies to their creditors;

(b) material third party consents are limited to an Indian Oil and Gas Canada approval;

(c) the curing of unpaid amounts under the Indian Oil and Gas Canada leases;

(d) notification pursuant to the *Competition Act* (Canada) is not expected to be necessary;

(e) the Westbrick Transaction would not be contingent on any financing condition;

(f) Westbrick has a successful track record of closing deals of this magnitude;

(g) we are familiar with Westbrick and trust that they are a suitable purchaser of the Assets and will be compliant with applicable rules, regulations and legislation; and

(h) Westbrick is a successful and credible operator, has a track record demonstrating good operating practices and compliance with all applicable laws and regulations, as operator and licensee of a large base of assets is in good standing with the AER.

For the above reasons, it is our view that the Westbrick Transaction is more beneficial to the creditors of the Companies and we certainly prefer same over the potential Spartan Transaction, which, in our view, has many potential risks and uncertainties. We also prefer the Westbrick Transaction to a marketing process, which would result in significant costs, time, and other risks related to same. As such, we hereby confirm our support of the Westbrick Transaction.

Also, given that we are satisfied with the Westbrick Transaction, with respect to any agreements we have with the Companies that may need to be assigned to Westbrick, we hereby confirm that we will consent to such assignment and therefore, in our view, an Assignment Order will not be required, which will help avoid unnecessary costs being incurred. We also understand that Westbrick will honour a Farmout and Joint Venture Agreement and a Gross Overriding Royalty Agreement that we and our wholly owned subsidiaries have with the Companies, and will also negotiate a gas sale agreement in good faith, on commercial terms available to a most favoured buyer, with an agreement to be finalized in 2021 and gas sales to commence once the Sunchild First Nation has completed its pipeline and related facilities tying in its existing natural gas distribution infrastructure. In addition, we hereby note that should another party be considered over Westbrick to whom any agreements between Sunchild First Nation and one or all of the Companies will need to be assigned, we may need to consider same and therefore reserve our rights to withhold our consent to such an assignment. The Sunchild First Nation hereby agrees to provide a band council resolution to approve the transfer of the Assets to Westbrick.

We trust that this support letter is in order.

Yours truly,

Chief Jonathan Frencheater

Councillor Clint McHugh

Councillor Audrey Crookedlegs

Councillor Joey Pete

Councillor James Frencheater

Exhibit "E"

Certificate of Commissioning by Videoconference

(see attached)

Commissioner for Oaths and Notary Public

in and for the Province of Alberta

Jaspreet K Mann
Barrister & Solicitor
A Commissioner for Oaths
in and for Alberta

Certificate of Commissioning by Videoconference
to the Affidavit of Maninder (Moe) Mangat
sworn on April 8, 2021

I, Jessie Mann, Commissioner of Oaths in and for the Province of Alberta, took the Affidavit of Maninder (Moe) Mangat via videoconference on April 8, 2021 (the "**Affidavit**").

The affiant and I followed the process outlined by the Alberta Court of Queen's Bench in Notice to the Profession and Public #2020-02 dated March 25, 2020. In addition to the steps described in the Affidavit, I compared each page of the copy I received from the affiant with the initialed copy that was before me while I was linked by videoconference with the affiant. Upon being satisfied that the two copies were identical, I affixed my name to the jurat.

On March 17, 2020, the Government of Alberta declared a state of public health emergency pursuant to the Alberta *Public Health Act* in response to the COVID-19 pandemic. The Government of Alberta also strongly recommends that all individuals stay home and avoid contact with others whenever possible. Therefore, I am satisfied that this process was necessary because it was unsafe for the deponent and I to be physically present together.

Jessie Mann