

Clerk's Stamp

COURT FILE NUMBER 2101-00814
COURT COURT OF QUEEN'S BENCH
OF ALBERTA
JUDICIAL CENTRE CALGARY

APPLICANT IN THE MATTER OF THE *COMPANIES' CREDITORS
ARRANGEMENT ACT*, RSC 1985, c C-36, AS AMENDED

AND 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.

DOCUMENT **APPLICATION**
(Creditors' Meeting Order)

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

NOTICE TO RESPONDENT(S):

This Application is made against you. You are a Respondent.

You have the right to state your side of this matter before the Justice.

To do so, you must be in Court when the Application is heard as shown below:

Date: April 13, 2021

Time:	2:00 p.m.
Where:	Edmonton Courts Centre, via WebEx videoconference
Before Whom:	The Honourable Mr. Justice J.J. Gill

Go to the end of this document to see what else you can do and when you must do it.

Remedy claimed or sought:

1. An Order in substantially the form of the proposed Order attached as Schedule **“A”** (the **“Draft Creditors’ Meeting Order”**) to this Application, granting, *inter alia*, the following relief and directions:
 - a) abridging the time for, and validating service of, this Application on the parties set out in the Service List attached hereto as Schedule **“C”** and the materials filed in support of this Application, if necessary, and dispensing with service on any party not served;
 - b) accepting the Plan (as defined below) for filing; and
 - c) for the convening, holding and conduct of a creditors’ meeting to vote on the Plan (the **“Creditors’ Meeting”**).
2. Such further and other relief, advice and directions as counsel may advise and this Honourable Court may deem just and appropriate.

Grounds for making this Application:

3. Westbrick Energy Ltd. (the **“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 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.
4. 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 (the **“Initial Order”**) the Companies were granted relief under the provisions of *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.
5. Crown Capital Partner Funding LP, by and through its general partner Crown Capital LP Partner Funding Inc. (**“Crown Capital”**) is the primary and first position secured creditor of the Companies and holds a claim in the approximate amount of \$30,168,624.60 due by the

Companies prior to the Initial Order which remains unpaid to this date.

6. Westbrick has provided a Purchase Agreement to the Companies and the Monitor, on behalf of all of the creditors. Westbrick understands that the proposed transaction is supported by Crown Capital, and the Sunchild First Nation. The Purchase Agreement sets forth the terms and conditions whereby Westbrick would acquire all of the Ferrier Area assets of T5 within a specified area, which, together with the version of the Purchase Agreement (the “**Purchase Agreement**”) related thereto, is attached to the Affidavit of Maninder (Moe) Mangat (the “**Westbrick Transaction**”). The Purchase Price set forth in the Purchase Agreement is \$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 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. 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.
7. Westbrick submits that the plan of compromise and arrangement (the “**Plan**”), a copy of which is attached hereto as **Schedule “B”**, is fair and reasonable, namely in light of the fact that it provides 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 (iv) potential recovery of a portion of the debt owed by T5 to its unsecured creditors (all of which is subject to confirmation of valid claims to be determined pursuant to a Claims Procedure Order).
8. Crown Capital supports and believes that Westbrick’s Plan should be filed, that its reasonableness and fairness be assessed by the Monitor in conformity with the CCAA and that a creditors’ meeting be duly convened, held and conducted for purposes of allowing the creditors to vote on said Plan.
9. The following creditors of the Companies have also provided support letters, confirming their support of the Westbrick Transaction:
 - a) Trican Well Services Ltd.
 - b) Savanna Drilling Corp
 - c) Blackstone Drilling Fluids Limited
 - d) Colter Energy LP
 - e) X-Site Energy Services
 - f) Nexsource Power Electric & Controls Inc.
 - g) Fedmet Tubulars
 - h) Energetic Services Inc.
 - i) Isolation Equipment Services
 - j) Ted Beath Welding Ltd.

- k) High Country Oilfield Transportation Inc.
 - l) Longhorn Oilfield Services
 - m) Silver Springs Enterprises Ltd.
 - n) Thru Tubing Solutions
 - o) 908750 Alberta Ltd O/A Shane Muyres Trucking
 - p) Impulse Downhole Tools
 - q) Hayduk Picker Service Ltd.
 - r) 1684366 Alberta Ltd. (Lyle Mcgratton)
 - s) Neway Oilfield Services
 - t) Tryson Energy Services Inc.
 - u) Enercorp Sand Solutions
 - v) Core Completions
 - w) High Arctic Energy Services
 - x) Goliath Snubbing Ltd.
 - y) Total Oilfield Rentals LP
 - z) Iron Man Energy
 - aa) Certarus Ltd.
 - bb) Silverback Steam & Heating Rentals Inc.
10. 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.
 11. Crown Capital has also provided a Plan Support Agreement between Crown Capital and Westbrick, pursuant to which Crown Capital confirms its support of the Westbrick Transaction / Plan.
 12. Crown Capital was at all relevant times the primary secured creditor of the Companies.
 13. The Companies have not formally consulted and obtained the approval of their creditors, through the filing of a plan of arrangement.
 14. The Plan proposed by Westbrick constitutes a viable and credible alternative for the creditors to receive a distribution on their claims.

Plan Overview

15. The Purchase Price Funds are intended to fund the Plan and 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. The Distribution Funds are subject to the findings of the Monitor in its analysis of the process conducted pursuant to the Claims Procedure Order.

16. The Plan provides for a distribution of the Distribution Funds to the creditors within thirty (30) days of the Plan Implementation Date in the following manner (it is noted that all capitalized terms not otherwise defined herein shall have the meaning ascribed thereto in the Plan):
 - a) payment in full of each and every Priority Claims. It is to be noted that, to the best knowledge of the Released Parties, no such Priority Claim exists; and
 - b) payment of the remainder of the Purchase Price Funds to the creditors, excluding those mentioned in sub-paragraph 2.2(a) of the Plan, on a *pro rata* basis among them.

Single class of claims

17. Section 3.1 of the Plan provides that all creditors shall constitute a single class and all creditors shall vote as a single class.

Alternative Plan

18. Notably, the outstanding dates herein require the Monitor’s input.
19. The Draft Creditors’ 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.

Conclusion

20. In light of the foregoing, the Applicant respectfully requests that this Honourable Court issue an order substantially in the form of the Draft Creditors’ Meeting Order.
21. Immediately after the filing of the present Application, it is Westbrick’s intent to discuss with the Monitor regarding the next steps in the CCAA proceedings in light of the filing of Westbrick Plan, including with respect to the implementation of the Claims Procedure, the review of the Plan by the Monitor, the convening, holding and conduct of the Creditors’ Meeting and of the vote on the Plan, the approval of the Plan by the Court subject to the

approval of the required majority of creditors, and the preparation of required reports in connection with said steps.

22. The Applicant respectfully submits that the service and the notices given of the presentation of the present Application are proper and sufficient.
23. The present Application is well founded in fact and in law.

Material or evidence to be relied on:

24. All pleadings and proceedings filed in the within action, including the Initial Order.
25. The proposed form of Order attached as Schedule "A" to this Application.
26. The Plan attached as Schedule "B" to this Application.
27. The Affidavit of Maninder (Moe) Mangat, to be filed concurrently with this Application.
28. The Brief of Law of the Applicant, to be filed concurrently with this Application.
29. The inherent jurisdiction of this Honourable Court to control its own process.
30. Such further and other material and evidence as counsel may advise and this Honourable Court may permit.

Applicable rules:

31. Rules 1.3, 6.3(1), 6.9(1)(b), 11.27, 11.29, 13.5, Part 6, Division 4, and such further and other Rules as counsel may advise and that this Honourable Court may permit.

Applicable Acts and regulations:

32. Sections 4, 9, 10 and 11 of the CCAA and *Bankruptcy and Insolvency Act*, RSC 1985, c B-3, as amended, and such other Rules, Acts and Regulations as counsel may advise and that this Honourable Court may permit.

Any irregularity complained of or objection relied on:

33. None.

How the Application is proposed to be heard or considered:

34. Oral submissions by counsel at an Application in Commercial List Chambers as agreed and scheduled by counsel, before the Honourable Mr. Justice J.J. Gill, scheduled to be heard via WebEx videoconference, on April 13, 2021 at 2:00 p.m. or as soon thereafter as counsel may be heard.

AFFIDAVIT EVIDENCE IS REQUIRED IF YOU WISH TO OBJECT.

WARNING

If you do not come to Court either in person or by your lawyer, the Court may give the Applicant(s) what they want in your absence. You will be bound by any order that the Court makes. If you want to take part in this Application, you or your lawyer must attend in Court on the date and at the time shown at the beginning of the form. If you intend to rely on an affidavit or other evidence when the Application is heard or considered, you must reply by giving reasonable notice of the materials to the Applicant.

Schedule "A"

Draft Creditors' Meeting Order

(See attached)

Clerk's Stamp

COURT FILE NUMBER 2101-00814
COURT COURT OF QUEEN'S BENCH
OF ALBERTA
JUDICIAL CENTRE CALGARY
APPLICANT IN THE MATTER OF THE *COMPANIES' CREDITORS*
ARRANGEMENT ACT, RSC 1985, c C-36, AS AMENDED

AND 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.

DOCUMENT
PARTY FILING THIS
DOCUMENT

CREDITORS' MEETING ORDER
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

DATE UPON WHICH ORDER
WAS PRONOUNCED: April 13, 2021

NAME OF JUSTICE WHO
MADE THIS ORDER: Honourable Justice Gill

LOCATION OF HEARING: Edmonton, Alberta

UPON THE APPLICATION by Westbrick Energy Ltd.'s ("**Westbrick**") for an Order for the convening, holding and conducting of a Creditors' Meeting (the "**Creditors' Meeting Application**") pursuant to Sections 4, 9, 10 and 11 of the *Companies' Creditors Arrangement Act*, RSC 1985, c C-36 (the "**CCAA**") in connection with the CCAA proceeding related to T5 SC Oil and Gas

Limited Partnership (“**T5**”), 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. (collectively, the “**Debtors**”); **AND UPON** having read the affidavit of Maninder (Moe) Mangat and the Brief of Law in support thereof and the submissions of counsel to Westbrick, the Monitor and the Debtors; **AND UPON REVIEWING** the provisions of the Initial Order granted by this Court on February 11, 2021, as amended and restated thereafter in connection with the Debtors; **AND UPON REVIEWING** the provisions of the CCAA;

WHEREFORE, THE COURT:

1. **GRANTS** the Creditors’ Meeting Application;

Service

2. **DECLARES** that the Service of notice of the Creditors’ Meeting Application and supporting materials is hereby declared to be good and sufficient, and no other person is required to have been served with notice of the Application, and time for service of the Creditors’ Meeting Application is abridged to that actually given;

Definitions¹

3. **ORDERS** that capitalized terms used herein and not otherwise defined have the meaning ascribed to them in the Westbrick proposed Plan of Compromise and Arrangement of T5 and that the following terms in this Creditors’ Meeting Order shall have the following meanings ascribed thereto:
 - (a) “**Alternative Plan**” means any plan of compromise or arrangement with respect to T5 that may be filed by any interested party with standing 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;
 - (b) “**Business Day**” means a day, other than Saturday, Sunday or a statutory holiday, on which banks are generally open for business in Calgary, Alberta, Canada;
 - (c) “**CCAA**” means the *Companies Creditors’ Arrangement Act*, RSC 1985, c C-36, as amended;
 - (d) “**Chair**” has the meaning ascribed to it in Paragraph 14 hereof;
 - (e) “**Claims**” means any right of any Person against T5 in connection with any indebtedness, liability or obligation of any kind of any of T5 owed to such person, whether liquidated or unliquidated, determined or contingent, mature or unmatured, disputed or undisputed, legal or equitable, secured or unsecured, present or future, known or unknown, including any interest accrued thereon or costs payable in respect thereof up to the Determination Date, whether or not such right is executory or anticipatory in nature, whether a principal debt or a guarantee or a surety, including the right or ability of any Person to advance a claim for contribution or indemnity or

¹ [NTD: Outstanding dates require input from the Monitor.]

otherwise with respect to any matter, action, cause or chose in action, whether existing at present or commenced in the future, which indebtedness, liability or obligation is based in whole or in part on facts existing prior to the Determination Date, or which would have been a claim provable in bankruptcy had T5 become bankrupt on the Determination Date;

- (f) “**Claims Bar Date**” will have the meaning ascribed to it in the Claims Procedure Order;
- (g) “**Claims Procedure Order**” means an order of this Court, to be established by the Monitor and T5, among other things, related to a claim procedure in respect of T5;
- (h) “**Creditors**” means collectively all Persons having a Claim, and “**Creditor**” means any one of them;
- (i) “**Creditors’ Meeting**” means the meeting of Creditors to be held on the Meeting Date for the purposes of considering and voting on the Plan;
- (j) “**Creditors’ Meeting Application**” has the meaning ascribed to it in the preamble of this Order;
- (k) “**Determination Date**” means ■, 2021;
- (l) “**First Notice to Creditors**” means a first notice to be issued by the Monitor pursuant to the Claims Procedure Order and this Order, advising Creditors of the Claims Bar Date and the Meeting Date;
- (m) “**Meeting Date**” means ■, 2021, at 10:30 a.m., subject to any adjournment, postponement or other rescheduling or further order of this Court;
- (n) “**Meeting Materials**” shall have the meaning ascribed to such term in Paragraph 23 hereof;
- (o) “**Monitor**” means BDO Canada Limited in its capacity as monitor of the Debtors;
- (p) “**Monitor’s Website**” means the website located at URL <https://www.bdo.ca/en-ca/extranets/calgaryoilandgas/>;
- (q) “**Sanction Hearing**” has the meaning ascribed to it in Paragraph 30 hereof;
- (r) “**Second Notice to Creditors**” means a second notice to be issued by the Monitor pursuant to the Claims Procedure Order and this Order, advising Creditors of the publication of the Monitor’s report on the Monitor’s Website and reminding Creditors of the Claims Bar Date and the date of the Creditors’ Meeting and providing the Voting Letter and Proxy;
- (s) “**Service List**” means the most recent version of the service list posted on the Monitor’s Website;

- (t) “**Voting Accepted Claim**” means, with respect to each Claim set out in a Proof of Claim (as defined in the Westbrick Plan) which has been duly filed by a Creditor in accordance with the Claims Procedure Order, the portion of said Claim that has been proven by the Creditor or accepted for voting purposes by the Monitor as of the Meeting Date, in accordance with the CCAA and the Claims Procedure Order, including those Claims in respect of which a Notice of Dispute (as such term is to be defined in the Claims Procedure Order) has been filed;
- (u) “**Voting Creditor**” means a Creditor that holds a Voting Accepted Claim;
- (v) “**Voting Letter and Proxy**” means the form of voting letter and proxy to be submitted by Voting Creditors, substantially in the form to be attached to the Claims Procedure Order, with such modifications that, in the Monitor’s opinion, are required to give full effect to this Order;
- (w) “**Westbrick Plan**” means the plan of compromise and arrangement filed by Westbrick in or around April, 2021 with respect to T5, as it may be amended, varied or supplemented from time to time in accordance with its terms; and
- (x) “**Westbrick Plan Filing Date**” means **[April 13]**, 2021;

Interpretation

4. **DECLARES** that where the context requires, a word or words importing the singular shall include the plural and vice versa;

CCAA Plans

5. **ORDERS** that:
 - (a) the Westbrick Plan is hereby accepted for filing; and
 - (b) Westbrick shall seek approval of the Plan in the manner set forth herein.
6. **ORDERS** that the Westbrick, in consultation with the Monitor, is hereby authorized to file any modification of, or amendment, variation or supplement to the Westbrick Plan (a “**Westbrick Plan Modification**”), provided that, in order to be considered and voted upon at the Creditors’ Meeting, such Westbrick Plan Modification shall be received by the Monitor by no later than 5 p.m. Calgary time on ■, 2021, in which case any such Westbrick Plan Modification shall, for all purposes, be and be deemed to form part of and be incorporated into the Westbrick Plan. The Monitor shall post on the Monitor’s Website, as soon as possible, any such Westbrick Plan Modification, with notice of such posting forthwith provided to the Service List and the Monitor shall also attach to its report referred to in Paragraph 25 hereof a copy of any such Westbrick Plan Modification and advise the Creditors who have already submitted their Voting Letter and Form of Proxy, or their right to modify their vote. The Monitor’s report referred to in Paragraph 25 shall constitute sufficient notice of any Westbrick Plan Modification and all the Creditors shall be deemed to have taken cognizance of any such Westbrick Plan Modification;

7. **ORDERS** that 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;
8. **RESERVES** the right of any party seeking Court approval for the filing of an Alternative Plan to seek any amendment(s) that may be required to the Meeting Material in order to provide adequate notice and voting instructions to the Voting Creditors that may be called upon to vote on the Westbrick Plan and any Alternative Plan at the Creditors' Meeting, it being understood that this reservation of right shall not be used to request any postponement of the Creditors' Meeting that shall, in any event, be held on the Meeting Date;
9. **ORDERS** that the provisions of Paragraph 6 of this Order dealing with a Westbrick Plan Modification shall apply, *mutatis mutandis*, in respect of any modification of, or amendment, variation or supplement to, any Alternative Plan filed in accordance with this Order;

Creditors' Meeting

10. **DECLARES** that the Monitor is hereby 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, unless the Creditors decide by resolution carried by a majority in number of Voting Creditors to adjourn the Creditors' Meeting to a later date;
11. **DECLARES** that the only Persons entitled to attend and speak at the Creditors' Meeting are Voting Creditors, their legal representatives and their proxy holders, representatives of the Debtors, representatives of Westbrick, representatives of the Monitor, the Chair (as defined below) and their respective legal and financial advisors. Any other Person may be admitted to the Creditors' Meeting on invitation of the Chair;
12. **ORDERS** that any Voting Letter and Proxy which any Voting Creditor wishes to submit in respect of the Creditors' Meeting (or any adjournment thereof) must be substantially in the form circulated by the Monitor, as such form may be modified by the Monitor to take into account the submission of any Alternative Plan (or in such other form acceptable to the Monitor or the Chair) and be received by the Monitor before the beginning of the Creditors' Meeting;
13. **DECLARES** that the quorum required at the Creditors' Meeting shall be one Voting Creditor present at such meeting in person or by proxy. If the requisite quorum is not present at the Creditors' Meeting, then the Creditors' Meeting shall be adjourned by the Chair to such time and place as the Chair deems necessary or desirable;
14. **ORDERS** that the Monitor shall preside as the chair of the Creditors' Meeting (the "**Chair**") and, subject to any further order of this Court, shall decide all matters relating to the conduct of the Creditors' Meeting. Any Voting Creditor may appeal from any decision of the Chair to the Court, within five (5) Business Days of any such decision;

Voting Procedure

15. **DECLARES** that, at the Creditors' Meeting, the Chair is authorized to direct a vote with respect to the Westbrick Plan and any amendments, variations or supplements thereto as Westbrick may consider appropriate and, where applicable, on any Alternative Plan, and any amendments, variations or supplements thereto, as the Alternative Plan sponsor may consider appropriate;
16. **ORDERS** that the Monitor may appoint scrutineers for the supervision and tabulation of the attendance, quorum and votes cast at the Creditors' Meeting. A Person designated by the Monitor shall act as secretary at the Creditors' Meeting. The Debtors 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;
17. **DECLARES** that the only Persons entitled to vote at the Creditors' Meeting shall be the Voting Creditors and their proxy holders;
18. **ORDERS** that the results of any and all votes conducted at the Creditors' Meeting shall be binding on all Creditors, whether or not any such Creditor is present or voting at the Creditors' Meeting;
19. **ORDERS** that in the event a single plan of arrangement is submitted to the Voting Creditors, and only in that event, in the absence of instruction to vote for or against the approval of Westbrick Plan, or the Alternative Plan, as the case may be, in a duly signed and returned proxy, the proxy shall be deemed to include instructions to vote for the approval of the plan of arrangement that is being submitted to the Voting Creditors.
20. **ORDERS** that any resolution to be voted on at the Creditors' Meeting to approve, amend, vary or supplement the plan(s) of arrangement being submitted to the Voting Creditors, will be decided by the majority of votes representing two-thirds (2/3) in value and a majority in number of Voting Creditors, on a vote by ballot, and that any other matter submitted for a vote at the Creditors' Meeting shall be decided by a majority in number of Voting Creditors with votes cast on a vote by a show of hands, unless the Chair decides, in his or her sole and absolute discretion, to hold such vote by way of ballot. In the event that more than one plan of arrangement is submitted to the Voting Creditors, each Voting Creditor shall be entitled to cast a vote in favor of only one plan and, if a favorable vote is cast for multiple plans, or if no vote is cast for any of the plans, such vote shall be deemed to be null and void;
21. **ORDERS** that each Voting Creditor shall be entitled to vote at the Creditors' Meeting for the amount of its Voting Accepted Claim, without prejudice to the rights which may be held by any party with respect to the final determination of said Voting Creditors' Claim for distribution purposes, in accordance with the terms of the Claims Procedure Order and this Order. Voting Creditors whose Claims have been revised or disallowed, in full or in part, which revision or disallowance remains in dispute or under appeal in accordance with the Claims Procedure Order as of the Meeting Date, shall have their voting intentions with respect to such disputed or disallowed amounts recorded by the Monitor and reported to this Court, in accordance with terms herein;

Notification Procedure

22. **ORDERS** that 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:
- (a) Copy of the First Notice to Creditors; and
 - (b) a copy of the Claims Procedure Materials (as said term is to be defined in the Claims Procedure Order).
23. **ORDERS** that 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:
- (a) 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;
 - (b) a copy of the Westbrick Plan, and, if applicable, any Alternative Plan;
 - (c) a copy of the Voting Letter and Form of Proxy; and
 - (d) the Monitor’s report on the Westbrick Plan, and, if applicable, any Alternative Plan.
24. **ORDERS** that the Monitor is hereby authorized to make such modifications, amendments or supplements (“**Additional Information**”) to the Meeting Materials (other than the plan(s) of arrangement which may be modified, amended or supplemented solely in accordance with Paragraph 6 or 9 hereof) as the Monitor may determine, in consultation with Westbrick, with said Additional Information to be distributed by one or more of the following methods: (i) posting on the Monitor’s Website; (ii) news release; (iii) newspaper advertisement; (iv) prepaid regular mail, email, fax or delivery (in person or by courier); (v) distribution at the Creditors’ Meeting; or (vi) such other reasonably practicable method in the circumstances;
25. **ORDERS** that 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. In addition, physical copies of the Monitor’s report on the plan(s) of arrangement shall be available to the Voting Creditors present at the Creditors’ Meeting;
26. **ORDERS** that publication of a copy of the First Notice to Creditors, Second Notice to Creditors and Meeting Materials in accordance with the terms of this Creditors’ Meeting Order, shall constitute good and sufficient service of the Meeting Materials on all Persons who may be entitled to receive notice thereof, or of these proceedings, or who may wish to be present in person or by proxy at the Creditors’ Meeting, or who may wish to appear in these proceedings, and no other form of notice or service need be made on such Persons, and no other document or material need be served on such Persons in respect of these proceedings;

Notices and Communications

27. **ORDERS** that any notice or other communication to be given under this Order by a Creditor to the Monitor, or to T5, or to Westbrick, shall be in writing in substantially the form provided for in this Order and will be sufficiently given only if given by mail, telecopier, courier or email addressed to:

(a) If to the Monitor:

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

Attention: Marc Kelly (makelly@bdo.ca)

(b) If to T5

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

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

(c) If to Westbrick

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

Attention: Ken McCagherty (mccagherty@westbrick.ca) and Moe Mangat (mmangat@westbrick.ca)

with a copy to:

Torys LLP
4600 Eighth Avenue Place East
525 - Eighth Ave SW
Calgary, AB T2P 1G1

Attention: Kyle Kashuba (kkashuba@torys.com)

28. **ORDERS** that any document sent by the Monitor pursuant to this Order may be sent by e-mail, ordinary mail, registered mail, courier or facsimile transmission, as may be requested by

a Creditor. A Creditor shall be deemed to have received any document sent pursuant to this Order two (2) Business Days after the document is sent by mail and one (1) Business Day after the document is sent by courier, e-mail or facsimile transmission. Documents shall not be sent by ordinary or registered mail during a postal strike or work stoppage of general application;

Sanction Hearing

29. **ORDERS** that the Monitor shall report to this Court no later than five (5) Business Days after the Creditors' Meeting with respect to:
 - (a) the results of the voting to approve the Westbrick Plan or any Alternative Plan;
 - (b) the effect on the results of the vote had the Creditors also voted the amount of their Claim disputed for voting purpose; and
 - (c) any other matter which the Monitor considers relevant in view of the Sanction Hearing.
30. **ORDERS** that, subject to further order of this Court, if a plan of arrangement has been accepted in accordance with the terms of this Order, Westbrick, or the plan sponsor, as applicable, shall bring an Application presentable before this Court (subject to the availability of the Court) to be held no later than on or before June 1, 2021 (subject to the availability of the Court) (the "**Sanction Hearing**"), seeking an order approving and sanctioning the Plan (the "**Approval Order**");
31. **ORDERS** that a copy of the Application seeking the Approval Order be published on the Monitor's Website as soon as it is filed with this Court;
32. **ORDERS** that, subject to further order of this Court, Westbrick, or the plan sponsor, as applicable, shall serve the Application seeking the Approval Order on the Service List no later than ten (10) Business Days after the Creditors' Meeting and that such service should constitute good and sufficient service for the purpose of the Sanction Hearing upon all Persons entitled to receive such;
33. **ORDERS** that any Person intending to object to the Application seeking the Approval Order shall file with this Court a written notice containing a description of its proposed grounds of contestation and shall effect service of same upon counsel to Westbrick, or the plan sponsor, as applicable, and the Monitor, and upon those Persons listed on the Service List, the whole within seven (7) Business Days prior the Sanction Hearing;
34. **ORDERS** that in the event that the Sanction Hearing is adjourned, postponed or otherwise rescheduled, only those Persons listed on the Service List are required to be served with notice of the adjourned, postponed or otherwise rescheduled date;

Aid and Assistance of Other Courts

35. **REQUESTS** the aid and recognition of any court or any judicial, regulatory or administrative body in any province or territory of Canada and any judicial, regulatory or administrative

tribunal or other court constituted pursuant to the Parliament of Canada or the legislature of any province or any court or any judicial, regulatory or administrative body of the United States and of any other nation or state to act in aid of and to be complementary to this Court in carrying out the terms of this Order;

General Provisions

36. **ORDERS** that for the purposes of this Order, all Claims that are denominated in a foreign currency shall be converted to Canadian dollars at the Bank of Canada rate of exchange at 2:00 p.m. MST for exchanging currency to Canadian dollars on the Westbrick Plan Filing Date;
37. **ORDERS** that the Monitor shall use reasonable discretion as to the adequacy of completion and execution of any document completed and executed pursuant to this Order, and, where the Monitor is satisfied that any matter to be proven under this Order has been adequately proven, the Monitor may waive strict compliance with the requirements of this Order as to the completion and execution of documents;
38. **DECLARES** that the Monitor may apply to this Court for advice and direction in connection with the discharge or variation of its powers and duties under this Order;
39. **ORDERS** the provisional execution of this Order notwithstanding appeal; and
40. **DECLARES** that Service of this Order on any party not attending this Application is hereby dispensed with.

Justice of the Court of Queen's Bench of Alberta

Schedule "B"

Plan of Compromise and Arrangement of T5 SC Oil and Gas Limited Partnership

(See attached)

Clerk's Stamp

COURT FILE NUMBER 2101-00814

COURT COURT OF QUEEN'S BENCH
OF ALBERTA

JUDICIAL CENTRE CALGARY

APPLICANT IN THE MATTER OF THE *COMPANIES' CREDITORS
ARRANGEMENT ACT*, RSC 1985, c C-36, AS AMENDED

AND 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.

DOCUMENT **PLAN OF COMPROMISE AND ARRANGEMENT**

PARTY FILING THIS WESTBRICK ENERGY LTD.
DOCUMENT

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

April ■, 2021

TABLE OF CONTENTS

	Page
ARTICLE 1 INTERPRETATION.....	2
1.1 Defined Terms.....	2
1.2 Certain Rules of Interpretation.....	6
1.3 Currency	7
1.4 Successors and Assigns	7
1.5 Governing Law	7
1.6 Schedules	7
ARTICLE 2 PURPOSE AND OVERVIEW OF THE PLAN.....	7
2.1 Purpose.....	7
2.2 Overview	8
ARTICLE 3 CLASSES AND TREATMENT OF CREDITORS.....	8
3.1 Class of Creditors.....	8
3.2 Claims Procedure	8
3.3 Unaffected Claims.....	9
3.4 Treatment of Creditors.....	9
3.5 Voting Rights for Creditors.....	9
3.6 Interest.....	9
ARTICLE 4 DISTRIBUTIONS.....	9
4.1 Contributions	9
4.2 Distribution to Creditors.....	10
4.3 Timing of Distributions to Creditors.....	10
4.4 Delivery of Distributions to Creditors	10
4.5 Unclaimed Distributions	10
4.6 Transfer of Claims; Record Date for Distributions.....	10
ARTICLE 5 RELEASES AND INJUNCTIONS	11
5.1 Plan Releases and Injunctions	11
5.2 Timing of Releases and Injunctions.....	11
ARTICLE 6 CONDITIONS PRECEDENT AND IMPLEMENTATION	12
6.1 Conditions Precedent to Implementation of Plan.....	12
6.2 Monitor’s Certificate	12
6.3 Termination of Plan for Failure to Become Effective.....	12
ARTICLE 7 GENERAL	13
7.1 Binding Effect.....	13
7.2 Deeming Provisions	13

TABLE OF CONTENTS
(continued)

	Page
7.3 Non-Consummation	13
7.4 Plan Amendment	13
7.5 Severability	14
7.6 Paramountcy	14
7.7 Responsibilities of the Monitor	14
7.8 Notices.....	14
7.9 No Preference.....	15
7.10 No Admission and reservation of rights	15

TABLE OF SCHEDULES

Schedule A	– List of Released Parties
Schedule B	– Draft Approval Order
Schedule C	– List of Creditors

**PLAN OF COMPROMISE AND ARRANGEMENT OF T5 SC OIL AND GAS LIMITED
PARTNERSHIP¹**

**(THE CAPITALIZED TERMS USED IN THIS DOCUMENT HAVE THE MEANING
ASCRIBED THERETO IN SECTION 1.1 HEREOF)**

Pursuant to the Companies' Creditors Arrangement Act (Canada)

Dated April ■, 2021

WHEREAS 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 (the "**Initial Order**"), T5 SC Oil and Gas Limited Partnership ("**T5**"), 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. (collectively, the "**Debtors**"), was granted relief under the provisions of *Companies' Creditors Arrangement Act* (Canada) ("**CCAA**") proceeding (the "**CCAA Proceeding**"), and, *inter alia*, BDO Canada Limited was appointed as monitor (the "**Monitor**") of the Debtors under the CCAA Proceeding;

AND WHEREAS Westbrick Energy Ltd. ("**Westbrick**" or the "**Plan Sponsor**") is a creditor of certain of the Debtors;

AND WHEREAS this Plan is subject to an Approval and Vesting Order being rendered by the CCAA Court in connection with a Purchase Agreement, pursuant to which Westbrick will purchase certain of the Ferrier Area assets of T5 and its affiliates and in connection with which, Westbrick is obligated to provide the Purchase Price Funds noted herein to the Monitor for the purchase of the Purchased Assets (as that term is defined in the Purchase Agreement);

AND WHEREAS T5 have not formally consulted and obtained the approval of their creditors, through the filing of a plan of arrangement;

AND WHEREAS the Monitor will comply with a Claims Procedure Order to be approved by the Court in connection with T5;

AND WHEREAS this Plan constitutes a viable and credible alternative for the creditors to receive a distribution on their claims;

NOW THEREFORE, Westbrick, on behalf of the Released Parties, hereby proposes this plan of compromise and arrangement pursuant to the CCAA.

¹ [Note: Outstanding items noted herein require the Monitor's input.]

ARTICLE 1 INTERPRETATION

1.1 Defined Terms

Administration Charge	Means the Administration Charge granted under the Initial Order.
Approval Date	The date on which the Approval Order becomes a Final Order.
Approval Order	An Order, as set out in Schedule B hereof, entered in the CCAA Proceeding, which Order shall, among other things, (i) approve, sanction and/or confirm the Plan, or (ii) provide for the Injunction and Release.
Business Day	A day, other than Saturday, Sunday or a statutory holiday, on which banks are generally open for business in Calgary, Alberta, Canada.
CCAA	Has the meaning ascribed thereto in the recitals.
CCAA Charges	Means, collectively, the Administration Charge, the Directors' Charge, and the Critical Supplier Charge, each as may be amended by Order of the CCAA Court
CCAA Court	Court of Queen's Bench of Alberta, as presiding over the CCAA Proceeding.
CCAA Filing Date	February 11, 2021
Claim or Claims	Any right of any Person against T5 in connection with any indebtedness, liability or obligation of T5 owed to such person, whether liquidated or unliquidated, determined or contingent, mature or unmatured, disputed or undisputed, legal or equitable, secured or unsecured, present or future, known or unknown, including any interest accrued thereon or costs payable in respect thereof up to the Determination Date (as defined in the Meeting Order), whether or not such right is executory or anticipatory in nature, whether a principal debt or a guarantee or a surety, including the right or ability of any Person to advance a claim for contribution or indemnity or otherwise with respect to any matter, action, cause or chose in action, whether existing at present or commenced in the future, which indebtedness, liability or obligation is based in whole or in part on facts existing prior to the CCAA Filing Date, or which would have been a claim provable in bankruptcy had T5 become bankrupt on the Determination Date, provided however that in no case shall an Unaffected Claim be a "Claim".
Claimant	Any Person holding or potentially holding any Claim against (i) T5 and/or (ii) any of the Released Parties.

Claims Bar Date	Has the meaning to be ascribed thereto in the Claims Procedure Order.
Claims Procedure	The procedure established for the filing of Claims in the CCAA Proceeding pursuant to the Claims Procedure Order.
Claims Procedure Order	An Order (to be granted) of the CCAA Court, establishing, among other things, a claims procedure in respect of T5.
Critical Supplier Charge	Means the Critical Suppliers Charge granted under the Initial Order in favour of the Critical Suppliers’.
Creditors	Collectively, all Persons having Proven Claims and “Creditor” means any one of them.
Directors’ Charge	Means the Directors’ Charge granted under the Initial Order in favour of the Directors and Officers.
Distribution Fund	The distribution fund shall be the Purchase Price Fund, less any amounts necessary to pay for any of the Post-Filing Payables and the Excluded Cure Costs (as such terms are defined in the Purchase Agreement), CCAA Charges, the amounts owed to the Unaffected Creditors and payment of any Priority Claims.
Effective Time	8:00 a.m. (Calgary time) on the Plan Implementation Date.
Final Order	An order of the CCAA Court, that has not been reversed, vacated, amended, modified or stayed and is no longer subject to further appeals, either because the time to appeal has expired without an appeal being filed, or because it has been affirmed by any and all courts with jurisdiction to consider any appeals therefrom.
Injunction and Release	An order by the CCAA Court permanently and automatically releasing, enjoining and forbidding the enforcement, prosecution, continuation and/or commencement of any and all Settled Claims that any Person or Claimant holds or asserts or may in the future hold or assert against any of the Released Parties or that could give rise to a claim against the Released Parties whether through a derivative claim, cross-claim, third-party claim, warranty claim, recursory claim, subrogation claim, forced intervention or otherwise, arising out of, in connection with and/or in any way related to the dealings of any of the Released Parties with any of the Debtors and T5 (the “ Released Claims ”). The Injunction and Release order shall provide that any and all Released Claims against the Released Parties be permanently and automatically compromised, discharged and extinguished, that all Persons and Claimants, whether or not consensually, shall be deemed to have granted full, final, absolute, unconditional, complete and definitive releases of any and all Released Claims to the Released Parties and shall be permanently

and forever barred, estopped, stayed and enjoined from (i) pursuing any Released Claim, directly or indirectly, against the Released Parties, (ii) continuing or commencing, directly or indirectly, any action or other proceeding with respect to any Released Claim against the Released Parties, (iii) seeking the enforcement, levy, attachment, collection, contribution or recovery of or from any judgment, award, decree, or order against the Released Parties or property of the Released Parties with respect to any Released Claim, (iv) creating, perfecting, or otherwise enforcing in any manner, directly or indirectly, any lien or encumbrance of any kind against the Released Parties or the property of the Released Parties with respect to any Released Claim, (v) acting or proceeding in any manner, in any place whatsoever, that does not conform to or comply with the provisions of the Approval Order to the full extent permitted by applicable law, and (vi) asserting any right of setoff, compensation, subrogation, contribution, indemnity, claim or action in warranty or forced intervention, recoupment or avoidance of any kind against any obligations due to the Released Parties with respect to any Released Claim or asserting any right of assignment of or subrogation against any obligation due by any of the Released Parties.

List of Creditors	The List of Creditors attached to the Plan as Schedule C.
Meeting	A meeting or meetings of the Creditors and Claimants to consider and vote on the Plan held pursuant to the Meeting Order and includes any meeting or meetings resulting from the adjournment thereof.
Meeting Order	An Order to be sought by Westbrick from the CCAA Court on or about April 13, 2021 that, among other things, accepts the filing of this Plan, and orders and declares the procedures to be followed in connection with the creditors' Meetings, as such Order may be amended, restated or varied from time to time by subsequent Order.
Person	Means and includes an individual, a natural person or persons, a group of natural persons acting as individuals, a group of natural persons acting in collegial capacity (e.g. as a committee, board of directors, etc.), a corporation, partnership, limited liability company or limited partnership, a proprietorship, joint venture, trust, legal representative, or any other unincorporated association, business organization or enterprise, any government entity and any successor in interest, heir, executor, administrator, trustee, trustee in bankruptcy, or receiver of any person or entity.
Plan	This plan of compromise and arrangement in the CCAA Proceeding.

Plan Filing Date	April 13, 2021.
Plan Implementation Date	The Business Day on which the Monitor has filed with the CCAA Court the certificate contemplated in Section 6.2 hereof, and which date shall be no later than on or before June 30, 2021.
Plan Termination Date	■.
Priority Claim	Any Settled Claim that, pursuant to section 6 of the CCAA, has to be paid in priority to the other Settled Claims.
Proof of Claim	The form of Proof of Claim for Creditors as approved by the Claims Procedure Order.
Proven Claim	A Claim finally determined, settled or accepted for voting and distribution purposes in accordance with the provisions of this Plan or the Claims Procedure Order.
Purchase Agreement	Shall have the meaning given to it in section 2.1(a).
Purchase Price Funds	The aggregate monetary contributions payable by Westbrick under the Purchase Agreement and totaling CAD\$34,100,000. The Westbrick Proposal has an approximate total value to creditors \$36,100,000 or more. For certainty, the 36,100,000 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.
Released Parties	The Persons listed in Schedule "A" hereto.
Representatives	Collectively, when used in reference to a Person, such Person's shareholder (whether direct or indirect), directors, officers, employees, representatives, advisors or agents including in each case their respective heirs, legatees, legal representatives, successors or assigns
Settled Claims	Any and all Claims, other than any Unaffected Claim.
Unaffected Claims	Has the meaning given to that term in Section 3.3.
Website	The website maintained by the Monitor in respect of the CCAA Proceeding pursuant to the Initial Order at the following web address: https://www.bdo.ca/en-ca/extranets/calgaryoilandgas/ .

1.2 Certain Rules of Interpretation

For the purposes of this Plan:

- (a) any reference in the Plan to an Order, agreement, contract, instrument, release, exhibit or other document means such Order, agreement, contract, instrument, release, exhibit or other document as it may have been or may be validly amended, modified or supplemented;
- (b) the division of the Plan into “articles” and “sections” and the insertion of a table of contents are for convenience of reference only and do not affect the construction or interpretation of the Plan, nor are the descriptive headings of “articles” and “sections” intended as complete or accurate descriptions of the content thereof;
- (c) unless the context otherwise requires, words importing the singular shall include the plural and *vice versa*, and words importing any gender shall include all genders;
- (d) the words “includes” and “including” and similar terms of inclusion shall not, unless expressly modified by the words “only” or “solely”, be construed as terms of limitation, but rather shall mean “includes but is not limited to” and “including but not limited to”, so that references to included matters shall be regarded as illustrative without being either characterizing or exhaustive;
- (e) unless otherwise specified, all references to time herein and in any document issued pursuant hereto mean local time in Calgary, Alberta and any reference to an event occurring on a Business Day shall mean prior to 5:00 p.m. (Calgary time) on such Business Day;
- (f) unless otherwise specified, time periods within or following which any payment is to be made or act is to be done shall be calculated by excluding the day on which the period commences and including the day on which the period ends and by extending the period to the next succeeding Business Day if the last day of the period is not a Business Day;
- (g) the rule of contractual interpretation known as “*contra proferentem*” shall not apply to the interpretation or construction of this Plan, such that in interpreting this Plan, it shall be irrelevant which Party drafted any particular provision hereof;
- (h) unless otherwise provided, any reference to a statute or other enactment of parliament or a legislature includes all regulations made thereunder, all amendments to or re-enactments of such statute or regulations in force from time to time, and, if applicable, any statute or regulation that supplements or supersedes such statute or regulation; and
- (i) references to a specified “article” or “section” shall, unless something in the subject matter or context is inconsistent therewith, be construed as references to that specified article or section of the Plan, whereas the terms “the Plan”, “hereof”, “herein”, “hereto”, “hereunder” and similar expressions shall be deemed to refer generally to

the Plan and not to any particular “article”, “section” or other portion of the Plan and include any documents supplemental hereto.

1.3 Currency

Unless otherwise specifically indicated, all sums of money referred to in this Plan are expressed in Canadian dollars.

1.4 Successors and Assigns

The Plan shall be binding upon and shall inure to the benefit of the heirs, administrators, executors, legal personal representatives, successors and assigns of any Person named or referred to in the Plan.

1.5 Governing Law

The Plan shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein. All questions as to the interpretation or application of the Plan and all proceedings taken in connection with the Plan and its provisions shall be subject to the jurisdiction of the CCAA Court.

1.6 Schedules

The following Schedules to the Plan are incorporated by reference into the Plan and form part of the Plan:

- Schedule A – List of Released Parties
- Schedule B – Draft Approval Order
- Schedule C – List of Creditors

ARTICLE 2 PURPOSE AND OVERVIEW OF THE PLAN

2.1 Purpose

The purpose of the Plan is:

- (a) to complete a transaction for the sale of the assets of T5 through a sale approval and vesting order and in accordance with the terms of the Purchase Agreement between T5, by and through the Monitor, and Westbrick;
- (b) to effect the distribution of the Distribution Funds and payment of the Proven Claims as set forth in Article 3 and Article 4; and
- (c) to effect a full, final and irrevocable compromise, release, discharge, cancellation and bar of all Settled Claims against the Released Parties and T5.

The Plan is put forward in the expectation that the Creditors, 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 Debtors.

2.2 Overview

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

- (a) payment in full of each and every Priority Claim. It is to be noted that, to the best knowledge of Westbrick, no such Priority Claim exists;
- (b) payment of the remainder of the Distribution Funds to the Creditors, excluding those mentioned in sub-paragraph 2.2(a), on a *pro rata* basis among them.

Current estimates, based on the List of Creditors and subject to the result of the Claims Procedure pursuant to the Claims Procedure Order, are that the Creditors will be paid of their Proven Claim as follows:

[NTD: Monitor to complete table.]

Creditor Description	Number	Claim Amount	Proposed Dividend	Average recovery
Total				

**ARTICLE 3
CLASSES AND TREATMENT OF CREDITORS**

3.1 Class of Creditors

The Creditors shall constitute a single class for the purposes of considering and voting on this Plan.

3.2 Claims Procedure

Creditors shall prove their respective claims, vote in respect of this Plan, and receive the distributions provided for under and pursuant to this Plan in accordance with the Claims Procedure Order, the Meeting Order and this Plan. Any Person having a Claim that is not a Proven Claim is bound by such Orders, including that of being precluded from receiving a distribution under this Plan, and is forever barred and estopped from asserting such Claim against the Released Parties and the Debtors.

3.3 Unaffected Claims

Notwithstanding anything to the contrary herein, this Plan does not compromise, release, discharge, cancel, bar or otherwise affect:

- (a) Claims that fall under Section 5.1(2) of the CCAA;
- (b) Crown Capital Partner Funding, LP, by and through its general partner Crown Capital LP Partner Funding Inc.'s ("**Crown Capital**") secured claim of approximately \$30,168,624.60, except any portion thereof valued by Crown Capital as an unsecured claim and in connection to which Crown Capital elects to vote at the Meeting; and
- (c) as approved and confirmed by the Monitor, validly registered lien claims as.

All of the foregoing rights and claims set out in this Section 3.3, are collectively referred to as the "**Unaffected Claims**" and any one of them is an "**Unaffected Claim**".

3.4 Treatment of Creditors

The Creditors shall receive the treatment provided for in this Plan on account of their Proven Claim and, on the Plan Implementation Date, the Settled Claims will be compromised, released and otherwise extinguished against the Released Parties and T5 in accordance with the terms of this Plan.

3.5 Voting Rights for Creditors

Subject to this Plan, the Claims Procedure Order and the Meeting Order, each Creditor shall be entitled to vote and for voting purposes each claim shall be valued at an amount that is equal to the Creditor's Proven Claim. For the purpose of determining whether this Plan has been approved by the majority in number of the Creditors, (i) Creditors holding a Claim or Claims shall be entitled to one vote and (ii) subject to Section 4.6, the transferees of more than one claims shall have a number of votes equal to the number of Claims they acquired.

3.6 Interest

Interest shall not accrue or be paid on any Proven Claim from and after the CCAA Filing Date.

ARTICLE 4 DISTRIBUTIONS

4.1 Contributions

The Plan Sponsor shall deliver to the Monitor the Purchase Price Funds within no more than ten (10) days after they have received written notice from the Monitor certifying that the Approval and Vesting Order and the Approval Order have become a Final Orders, and such monies shall be held by the Monitor in trust in an interest bearing account and distributed by the Monitor in accordance with the terms of this Plan. Should this Plan be terminated for any reason whatsoever and/or in accordance with Section 6.3, such monies shall be returned by the Monitor, with any interest earned thereon, forthwith to the respective Released Parties having contributed such monies.

The Monitor shall be entitled to distribute funds to the Unaffected Creditors immediately upon receipt of the Purchase Price Funds and after the Approval and Vesting Order and Approval Order have become Final Orders.

4.2 Distribution to Creditors

The following Creditors having Proven Claims shall be entitled to distribution of the Distribution Funds available under this Plan as follows:

- (a) the Priority Claim shall be paid in full within thirty (30) days of the Plan Implementation Date; and
- (b) the remainder of the Distribution Funds, after the payment set forth above, shall be paid on a *pro rata* basis within thirty (30) days following the Plan Implementation Date.

4.3 Timing of Distributions to Creditors

The Monitor shall hold the Purchase Price Funds in trust pending distribution thereof in accordance with the terms of this Plan.

4.4 Delivery of Distributions to Creditors

Distributions to Creditors of the Distribution Funds shall be made in accordance with the terms of this Plan, as applicable, by the Monitor at the addresses set forth in the Proofs of Claim filed by such Creditors in accordance with the Claims Procedure Order.

4.5 Unclaimed Distributions

Unless directed otherwise by the Court, any portion of a Distribution that is unclaimed for a period of six (6) months and that is not otherwise dealt with in the Plan shall be returned to the Plan Sponsor (or such party that Court directs such funds should be returned to) and any entitlement of any other person other than the Released Parties to such portion shall be extinguished and forever barred.

4.6 Transfer of Claims; Record Date for Distributions

Claims may be sold, transferred or assigned at any time by the holder thereof, whether prior or subsequent to the Plan Implementation Date, provided that:

- (i) neither T5, the Released Parties nor the Monitor shall be obligated to deal with or to recognize the purchaser, transferee or assignee of the Claim as the Creditor in respect thereof unless and until written notice of the sale, transfer or assignment is provided to the Monitor, such notice to be in form and substance satisfactory to the Monitor, acting reasonably within five (5) Business Days prior to the Plan Implementation Date;
- (ii) only holders of record of Claims as at the date of the Meeting shall be entitled to attend, vote or otherwise participate at such meeting of Creditors; provided, however, that: (A) for the purposes of determining whether this Plan has been approved by a majority in number of the Creditors only the vote of the

transferor or the transferee, whichever holds the highest dollar value of such Claims will be counted, and, if such value shall be equal, only the vote of the transferee will be counted; and (B) if a Claim has been transferred to more than one transferee, for purposes of determining whether this Plan has been approved by a majority in number of the Creditors, only the vote of the transferee with the highest value of such Claim will be counted; and

- (iii) only holders of record of Claims as at five (5) Business Days prior to the Plan Implementation Date shall have the right to participate in the corresponding distribution provided for under Section 4.2 of the this Plan.

ARTICLE 5 RELEASES AND INJUNCTIONS

5.1 Plan Releases and Injunctions

All Released Claims shall be fully, finally, absolutely, unconditionally, completely, irrevocably and forever compromised, remised, released, discharged, cancelled and barred on the Plan Implementation Date as against the Released Parties and the Debtors.

All Persons (regardless of whether or not such Persons are Creditors or Claimants) shall be permanently and forever barred, estopped, stayed and enjoined from (i) pursuing any Released Claim, directly or indirectly, against the Released Parties, (ii) continuing or commencing, directly or indirectly, any action or other proceeding with respect to any Released Claim against the Released Parties (iii) seeking the enforcement, levy, attachment, collection, contribution or recovery of or from any judgment, award, decree, or order against the Released Parties or property of the Released Parties and the Debtors with respect to any Released Claim, (iv) creating, perfecting, or otherwise enforcing in any manner, directly or indirectly, any lien or encumbrance of any kind against the Released Parties or the property of the Released Parties with respect to any Released Claim, (v) acting or proceeding in any manner, in any place whatsoever, that does not conform to or comply with the provisions of the Approval Order to the full extent permitted by applicable law, (vi) asserting any right of setoff, compensation, subrogation, contribution, indemnity, claim or action in warranty or forced intervention, recoupment or avoidance of any kind against any obligations due to the Released Parties and the Debtors with respect to any Released Claim or asserting any right of assignment of or subrogation against any obligation due by any of the Released Parties with respect to any Released Claim, and (vii) taking any actions to interfere with the implementation or consummation of this Plan; provided, however, that the foregoing shall not apply to the enforcement of any obligations under the Plan.

5.2 Timing of Releases and Injunctions

All releases and injunctions set forth in this Article 5 shall become effective on the Plan Implementation Date at the Effective Time.

ARTICLE 6
CONDITIONS PRECEDENT AND IMPLEMENTATION

6.1 Conditions Precedent to Implementation of Plan

The implementation of this Plan shall be conditional upon the fulfillment, or waiver, of the following conditions on or before the Plan Implementation Date:

- (a) entry of the Approval Order

The Approval Order shall have been granted by the CCAA Court, including the granting by the CCAA Court of its approval of the compromises, releases and injunctions contained in and effected by this Plan;

- (b) the entry of an Approval and Vesting Order

The Approval and Vesting Order related to the Purchase Agreement shall have been granted by the CCAA Court;

- (c) expiry of Appeal Periods

The Approval and Vesting Order and the Approval Order shall have become a Final Order; and

- (d) contributions

The Plan Sponsor shall have remitted the Purchase Price Funds to the Monitor.

6.2 Monitor's Certificate

Upon the satisfaction of the conditions set out in Section 6.1 hereof, the Monitor shall file with the CCAA Court in the CCAA Proceeding a certificate that states that all conditions precedent set out in Section 6.1 of this Plan have been satisfied and that the Plan Implementation Date has occurred.

6.3 Termination of Plan for Failure to Become Effective

If the Plan Implementation Date shall not have occurred on or before the Plan Termination Date, then, subject to further Order of the CCAA Court, this Plan shall automatically terminate and be of no further force or effect; provided that this Plan shall not automatically terminate pursuant to this section if the sole basis for the non-occurrence of the Plan Implementation Date is the pendency of any appeal or application for leave to appeal with respect to the Approval Order.

ARTICLE 7 GENERAL

7.1 Binding Effect

On the Plan Implementation Date:

- (a) the Plan will become effective at the Effective Time;
- (b) the Plan shall be final and binding in accordance with its terms for all purposes on all Persons named or referred to in, or subject to the Plan and their respective heirs, executors, administrators and other legal representatives, successors and assigns; and
- (c) each Person named or referred to in, or subject to, the Plan will be deemed to have consented and agreed to all of the provisions of the Plan, in its entirety and shall be deemed to have executed and delivered all consents, releases, assignments and waivers, statutory or otherwise, required to implement and carry out the Plan in its entirety.

7.2 Deeming Provisions

In the Plan, the deeming provisions are not rebuttable and are conclusive and irrevocable.

7.3 Non-Consummation

If the Approval Order is not issued or if the Plan Implementation Date does not occur before the Plan Termination Date, (a) the Plan shall be null and void in all respects, (b) any settlement or compromise embodied in the Plan or any Settlement Agreement, including the fixing or limiting to an amount certain any Claim, and any document or agreement executed pursuant to the Plan shall be deemed null and void, and (c) nothing contained in the Plan, and no acts taken in preparation for consummation of the Plan, shall (i) constitute or be deemed to constitute a waiver or release of any Claims by or against the Released Parties or any other Person; (ii) prejudice in any manner the rights of the Released Parties and the Debtors or any other Person in any further proceedings involving the Released Parties and/or the Debtors; or (iii) constitute an admission of any sort by the Released Parties or any other Person.

7.4 Plan Amendment

Westbrick reserves the right, at any time and from time to time, to amend, modify and/or supplement this Plan, provided that:

- (a) any such amendment, modification or supplement is contained in a written document and, if made following the Creditors Meeting, approved by the CCAA Court following notice to the creditors affected thereby. Westbrick may give notice of a proposed amendment or amendments to the Plan at the Creditors Meeting by notice in writing which shall be deemed sufficient if given to those creditors present at such meeting in person or by proxy; and
- (b) any amendment, modification or supplement may be made unilaterally by Westbrick following the Approval Order, without the approval of the CCAA Court, provided

that it concerns a matter which, in the opinion of Westbrick and the Monitor, acting reasonably, is of an administrative nature required to give better effect of the implementation of this Plan and to the Approval Order and is not adverse to the financial or economic interests of the Creditors.

And that any supplementary plan or plans of compromise or arrangement incorporating any such amendment, modification or supplement will be filed with the CCAA Court and, if required, approved by the CCAA Court, and shall for all purposes be deemed to be a part of and incorporated in this Plan.

7.5 Severability

In the event that any provision in this Plan (other than Article 5 and Article 6 and all defined terms contained therein or any other provision herein that would materially adversely affect the rights and obligations of any of the Released Parties) is held by the CCAA Court to be invalid, void or unenforceable, the CCAA Court shall, following due notice to the parties in interest and a hearing on the issue, have the power to alter and interpret such term or provision to make it valid and enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void or unenforceable, and such term or provision shall then be applicable as altered and interpreted. Notwithstanding any such holding, alteration or interpretation, the remainder of the terms and provisions of this Plan shall remain in full force and effect and shall in no way be affected, impaired or invalidated by such holding, alteration or interpretation.

7.6 Paramourncy

From and after the Plan Implementation Date, any conflict between: (A) this Plan; and (B) any information summary in respect of this Plan, or the covenants, warranties, representations; terms, conditions, provisions or obligations, express or implied, of any contract, mortgage, security agreement, indenture, loan agreement, commitment letter, document or agreement, written or oral, and any and all amendments and supplements thereto existing between any Creditors, the Debtors and/or the Released Parties or other Person as at the Plan Implementation Date will be deemed to be governed by the terms, conditions and provisions of this Plan and the Approval Order. For greater certainties, all Creditors and the Debtors shall be deemed to consent to all transactions contemplated in the Plan.

7.7 Responsibilities of the Monitor

The Monitor is acting in its capacity as Monitor in the CCAA Proceeding, and the Monitor will not be responsible or liable for any obligations of the Debtors or the Released Parties hereunder. The Monitor will have only those powers granted to it by this Plan, by the CCAA and by any Order of the CCAA Court in the CCAA Proceeding, including the Initial Order.

7.8 Notices

Any notice or other communications to be delivered hereunder must be in writing and reference the Plan and may, subject as hereinafter provided, be made or given by personal delivery, or email addressed to the respective parties as follows:

(a) To the Monitor:

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

Attention: Marc Kelly (makelly@bdo.ca)

(b) To Westbrick:

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

Attention: Ken McCagherty (mccagherty@westbrick.ca) and Moe Mangat
(mmangat@westbrick.ca)

with a copy to:

Torys LLP
4600 Eighth Avenue Place East
525 - Eighth Ave SW
Calgary, AB T2P 1G1

Attention: Kyle Kashuba (kkashuba@torys.com)

or to such other address as any party may from time to time notify the others in accordance with this section. Any such communication so given or made shall be deemed to have been given or made and to have been received on the day of delivery if delivered, or on the day of faxing or emailing, provided that such day in either event is a Business Day and the communication is so delivered, faxed or emailed before 5:00 p.m. (Montréal time) on such day. Otherwise, such communication shall be deemed to have been given and made and to have been received on the next following Business Day.

7.9 No Preference

Sections 38 and 95 to 101 of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3 shall not apply to this Plan.

7.10 No Admission and reservation of rights

Notwithstanding anything herein to the contrary, nothing contained in this Plan shall be deemed as an admission by any and all of the Released Parties with respect to any matter set forth herein including, without limitation, liability in connection with any Claim.

DATED as of the ■ day of April, 2021

SCHEDULE A TO THE PLAN OF COMPROMISE AND ARRANGEMENT

LIST OF RELEASED PARTIES

Westbrick Energy Ltd. and all its current and former affiliates and any of their respective heirs, legatees, Representatives, legal representatives, successors or assigns.

“Representatives” means, collectively, when used in reference to a person, such person’s shareholders (whether direct or indirect), directors, officers, employees, advisors, representatives or agents, including in each case their respective heirs, legatees, legal representatives, successors or assigns.

SCHEDULE B TO THE PLAN OF COMPROMISE AND ARRANGEMENT

DRAFT APPROVAL ORDER

Clerk's Stamp

COURT FILE NUMBER 2101-00814

COURT COURT OF QUEEN'S BENCH
OF ALBERTA

JUDICIAL CENTRE CALGARY

APPLICANT IN THE MATTER OF THE *COMPANIES' CREDITORS
ARRANGEMENT ACT*, RSC 1985, c C-36, AS AMENDED

AND 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.

DOCUMENT **APPROVAL ORDER**

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

DATE UPON WHICH ORDER WAS PRONOUNCED: ■, 2021

NAME OF JUSTICE WHO MADE THIS ORDER: ■

LOCATION OF HEARING: Calgary, Alberta

UPON CONSIDERING Westbrick Energy Ltd.'s (the "**Petitioner**") *Application for the Approval of the Plan of Compromise and Arrangement* (the "**Motion**"), pursuant to sections 6, 9 and 10 of the *Companies' Creditors Arrangement Act*, RSC 1985, c C-36, as amended (the "**CCAA**"), the affidavit and exhibits filed in support thereof, the ■ Report of BDO Canada Limited (the "**Monitor**") and the submissions of counsel for the Petitioner, for the Monitor and other parties of interest;

GIVEN the provisions of the Initial Order, as amended and restated from time to time (the "**Initial Order**"), issued by this Court in this matter on February 11, 2021;

GIVEN the provisions of the CCAA;

FOR THESE REASONS, THE COURT:

1. **GRANTS** the Motion;

DEFINITIONS

2. **ORDERS** that capitalized terms not otherwise defined in this Order shall have the meanings ascribed to them in the Plan of Compromise and Arrangement of the Petitioner dated ■, 2021 and filed in the court record on ■, 2021, a copy of which is attached hereto as Schedule A (the "**Plan**") or in the Creditors' Meeting Order granted by the Court on ■, 2021 (the "**Meeting Order**"), as the case may be;

[NTD: Plan to be attached as Schedule A to this Order.]

SERVICE AND MEETING

3. **ORDERS AND DECLARES** that that the Notification Procedures set out in paragraphs ■ to ■ of the Meeting Order have been duly followed and that there has been valid and sufficient notice of the Creditors' Meeting and service, delivery and notice of the Meeting Materials including the Plan and the Monitor's ■ Report dated ■, 2021, for the purpose of the Creditors' Meeting, which service, delivery and notice was effected by (i) publication on the Monitor's Website, (ii) sending to the Service List, (iii) mailing of the documents set out in paragraph ■ of the Meeting Order to all known Creditors, by prepaid regular mail, courier, fax or email, and (iv) publication of the Notice to Creditors in the Designated Newspapers, and that no other or further notice is or shall be required;

4. **ORDERS AND DECLARES** that the Creditors' Meeting was duly called, convened, held and conducted in accordance with the CCAA and the Orders of this Court in these proceedings, including without limitation the Meeting Order;

SANCTION OF THE PLAN

5. **ORDERS AND DECLARES** that:

(a) T5 SC Oil and Gas Limited Partnership (the "**Debtor**") is a debtor Company to which the CCAA applies, and the Court has jurisdiction to sanction the Plan;

- (b) the Plan has been approved by the required majority of Creditors with Voting Claims in conformity with the CCAA and the Meeting Order;
 - (c) the Petitioner has complied in all respects with the provisions of the CCAA and all the Orders made by this Court in the CCAA Proceeding;
 - (d) the Court is satisfied that the Petitioner has neither done nor purported to do anything that is not authorized by the CCAA; and
 - (e) the Petitioner, the Creditors, the Monitor and the Released Parties have each acted in good faith and with due diligence, and the Plan (and its implementation) is fair and reasonable, and in the best interests of the Creditors, the other stakeholders of the Debtor and all other Persons stipulated in the Plan;
6. **ORDERS AND DECLARES** that the Plan and its implementation, are hereby sanctioned and approved pursuant to Section 6 of the CCAA;

PLAN IMPLEMENTATION

7. **DECLARES** that the Petitioner and the Monitor are hereby authorized and directed to take all steps and actions, and to do all such things, as determined by the Monitor and the Petitioner, respectively, to be necessary or appropriate to implement the Plan in accordance with its terms and as contemplated thereby, and to enter into, adopt, execute, deliver, implement and consummate all of the steps, transactions and agreements, as required by the Monitor or the Petitioner, respectively, as contemplated by the Plan, and all such steps, transactions and agreements are hereby approved;
8. **ORDERS** that as of the Plan Implementation Date, the Petitioner shall be authorized and directed to issue, execute and deliver any and all agreements, documents, securities and instruments contemplated by the Plan, and to perform its obligations under such agreements, documents, securities and instruments as may be necessary or desirable to implement and effect the Plan, and to take any further actions required in connection therewith;
9. **ORDERS** that the Plan and all associated steps, compromises, transactions, arrangements, releases, injunctions, offsets and cancellations effected thereby are hereby approved, shall be deemed to be implemented and shall be binding and effective in accordance with the terms of the Plan or at such other time, times or manner as may be set forth in the Plan, in the sequence provided therein, and shall enure to the benefit of and be binding upon the Debtor, the Released Parties and the Creditors and all Persons affected by the Plan and their respective heirs, administrators, executors, legal personal representatives, successors and assigns;
10. **ORDERS** that upon fulfillment or waiver of the conditions precedent to implementation of the Plan as set out and in accordance with Article 6 of the Plan, the Monitor shall deliver the Monitor's Certificate, substantially in the form attached as Schedule "B" to this Order, to the Petitioner in accordance with Article 6 of the Plan and shall file with the Court a copy of such certificate as soon as reasonably practicable on or forthwith following the Plan Implementation Date and shall post a copy of same, once filed, on the Monitor's Website;

[NTD: Monitor's Certificate to be attached as Schedule B to this Order.]

DISTRIBUTIONS BY THE MONITOR

11. **ORDERS** that on the Plan Implementation Date, the Monitor shall be authorized and directed to administer and finally determine the Settled Claims of Creditors and to manage the distribution of the Distribution Funds in accordance with the Plan and the Claims Procedure Order;
12. **ORDERS AND DECLARES** that all distributions to and payments by or at the direction of the Monitor, in each case on behalf of the Released Parties, to the Creditors with Voting Claims under the Plan are for the account of the Released Parties and the Debtor and the fulfillment of the obligation under the Plan to make distributions to Creditors with Proven Claims;
13. **ORDERS AND DECLARES** that, notwithstanding:
 - (a) the pendency of these proceedings and the declarations of insolvency made therein;
 - (b) any application for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act*, RSC, c B-3, as amended (the “**BIA**”) in respect of the Debtor and any bankruptcy order issued pursuant to any such application; and
 - (c) any assignment in bankruptcy made in respect of the Debtor;

the transactions contemplated in the Plan, the payments or distributions made in connection with the Plan and any action taken in connection therewith, including, without limitation, under this Order shall not be void or voidable and do not constitute nor shall they be deemed to be a settlement, fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue or other challengeable transaction under the BIA, article 1631 and following of the Civil Code or any other applicable federal or provincial legislation, and the transactions contemplated in the Plan, the payments or distributions made in connection with the Plan and any action taken in connection therewith, do not constitute conduct meriting an oppression remedy under any applicable statute and shall be binding on an interim receiver, receiver, liquidator or trustee in bankruptcy appointed in respect of the Debtor;

RELEASES AND INJUNCTIONS

14. **ORDERS AND DECLARES** that the compromises, arrangements, releases, discharges and injunctions contemplated in the Plan, including those granted by and for the benefit of the Released Parties, are integral components thereof and are necessary for, and vital to, the success of the Plan and that all such releases, discharges and injunctions are hereby sanctioned, approved, binding and effective as and from the Effective Time on the Plan Implementation Date. For greater certainty, nothing herein or in the Plan shall release or affect any rights or obligations provided under the Plan;
15. **ORDERS** that, without limiting anything in this Order, including without limitation, paragraph 0 hereof, or anything in the Plan, any Settled Claim that any Person (regardless of whether or not such Person is a Creditor or Claimant) holds or asserts or may in the future hold or assert against any of the Released Parties or that could give rise to a claim against the Released Parties whether through a cross-claim, third-party claim, warranty claim, indemnity

claim, reimbursement claim, recursory claim, subrogation claim, forced intervention or otherwise, arising out of, in connection with and/or in any way related to the dealings of any of the Released Parties with any of the Debtor or its affiliates subject to the CCAA Proceeding, including, Calgary Oil & Gas Syndicate Group Ltd., Calgary Oil & Gas Intercontinental Group Ltd., Calgary Oil and Syndicate Partners Ltd. and Petroworld Energy Ltd. (the “**Released Claims**”), is hereby permanently and automatically released and the enforcement, prosecution, continuation or commencement thereof is permanently and automatically enjoined and forbidden and barred. Any and all Released Claims against the Released Parties are permanently and automatically compromised, remised, discharged, cancelled and extinguished, and all Persons and Claimants, whether or not consensually, shall be deemed to have granted full, final, absolute, unconditional, complete irrevocable and definitive releases of any and all Released Claims to the Released Parties;

16. **ORDERS** that all Persons (regardless of whether or not such Persons are Creditors or Claimants) shall be permanently and forever barred, estopped, stayed and enjoined from (i) pursuing any Released Claim, directly or indirectly, against the Released Parties, (ii) continuing or commencing, directly or indirectly, any action or other proceeding with respect to any Released Claim against the Released Parties, (iii) seeking the enforcement, levy, attachment, collection, contribution or recovery of or from any judgment, award, decree, or order against the Released Parties or property of the Released Parties with respect to any Released Claim, (iv) creating, perfecting, or otherwise enforcing in any manner, directly or indirectly, any lien or encumbrance of any kind against the Released Parties or the property of the Released Parties with respect to any Released Claim, (v) acting or proceeding in any manner, in any place whatsoever, that does not conform to or comply with the provisions of the Approval Order to the full extent permitted by applicable law, and (vi) asserting any right of setoff, compensation, subrogation, contribution, indemnity, claim or action in warranty or forced intervention, recoupment or avoidance of any kind against any obligations due to the Released Parties with respect to any Released Claim or asserting any right of assignment of or subrogation against any obligation due by any of the Released Parties with respect to any Released Claim; and (vii) taking any actions to interfere with the implementation or consummation of this Plan, provided, however, that the foregoing shall not apply to the enforcement of any obligations under the Plan;
17. **ORDERS** that, without limitation to the Meeting Order and Claims Procedure Order, any holder of a Claim, including any Creditor, who did not file a Proof of Claim before the applicable Bar Date shall be and is hereby forever barred from:
- (a) making any Claim against the Released Parties and any of their successors and assigns, and such Claim is forever barred and extinguished; and
 - (b) unless leave is granted to file a Claim pursuant to the terms of the Claims Procedure Order, making any Claim against the Debtor or receiving any distribution under the Plan, and that such Claim is forever extinguished;

STAY OF PROCEEDINGS

18. **EXTENDS** the Stay Period (as defined in the Initial Order and as extended from time to time) to and including ■, 2021;

19. **ORDERS** that all orders made in the CCAA Proceeding shall continue in full force and effect in accordance with their respective terms, except to the extent that such Orders are varied by, or inconsistent with, this Order, the Meeting Order, the Claims Procedure Order or any further Order of this Court;

THE MONITOR AND THE RELEASED PARTIES

20. **ORDERS** that all of the actions and conduct of the Monitor disclosed in the Monitor's ■ Report are hereby approved, and **DECLARES** that the Monitor has satisfied all of its obligations up to and including the date of this Order;
21. **ORDERS** that, effective upon the Plan Implementation Date, any and all claims against (a) the Monitor in connection with the performance of its duties as Monitor of the Debtor up to the Plan Implementation Date, (b) the Released Parties in connection with any act or omission relating to the negotiation, solicitation or implementation of the Plan shall, in each case, be and are hereby stayed, extinguished and forever barred and neither the Monitor nor the Released Parties shall have any liability in respect thereof except for any liability arising out of gross negligence or willful misconduct on the part of any of them, provided however that this paragraph shall not release (i) the Monitor of its remaining duties pursuant to the Plan and this Order or (ii) the Released Parties from their remaining duties pursuant to the Plan;
22. **ORDERS** that no action or other proceeding shall be commenced against the Monitor in any way arising from or related to its capacity or conduct as Monitor except with prior leave of this Court on notice to the Monitor and upon such terms as may be determined by the Court;
23. **DECLARES** that the protections afforded to the Monitor, as officer of this Court, pursuant to the terms of the Initial Order and the other Orders made in the CCAA Proceeding shall not expire or terminate on the Plan Implementation Date and, subject to the terms hereof, shall remain effective and in full force and effect;
24. **DECLARES** that the Monitor and the Released Parties shall not, under any circumstances, be liable for any of the Debtor's tax liabilities regardless of how or when such liability may have arisen;
25. **DECLARES** that neither the Monitor nor the Released Parties shall incur any liability as a result of acting in accordance with the Plan and the Orders, including without limitation, this Order, other than any liability arising out of or in connection with the gross negligence or willful misconduct of any of them;
26. **ORDERS AND DECLARES** that the Monitor is authorized to take any and all actions as may be necessary or appropriate to comply with applicable tax withholding and reporting requirements. All amounts withheld on account of taxes shall be treated for all purposes as having been paid to the Creditors in respect of which such withholding was made, provided such withheld amounts are remitted to the appropriate governmental authority;

GENERAL

27. **DECLARES** that the Monitor or the Petitioner may, from time to time, apply to this Court for any advice, directions or determinations concerning the exercise of their respective powers,

duties and rights hereunder or in respect of resolving any matter or dispute relating to the Plan, the Claims Procedure Order or this Order, or to the subject matter thereof or the rights and benefits thereunder, including, without limitation, regarding the distribution mechanics under the Plan;

28. **DECLARES** that any other directly affected party that wishes to apply to this Court, including with respect to a dispute relating to the Plan, its implementation or its effects, must proceed by motion presentable before this Court after a 10-day prior notice of the presentation thereof given to the Petitioner, the Debtor and the Monitor;
29. **DECLARES** that the Monitor is authorized to apply as it may consider necessary or desirable, with or without notice, to any other court or administrative body, whether in Canada, the United States of America or elsewhere, for an order recognizing the Plan and this Order and confirming that the Plan and this Order are binding and effective in such jurisdiction and that the Monitor is the Debtor's foreign representative for those purposes;
30. **REQUESTS** the aid and recognition of any Court or administrative body in any Province of Canada and any Canadian federal court or administrative body and any federal or state court or administrative body in the United States of America and any court or administrative body elsewhere, to act in aid of and to be complementary to this Court in carrying out the terms of the Order, including the registration of this Order in any office of public record by any such court or administrative body or by any Person affected by the Order;
31. **ORDERS** the provisional execution of this Order notwithstanding any appeal and without the necessity of furnishing any security; and
32. **DECLARES** that Service of this Order on any party not attending this Motion is hereby dispensed with.

Justice of the Court of Queen's Bench of
Alberta

SCHEDULE A TO THE APPROVAL ORDER

**PLAN OF COMPROMISE AND ARRANGEMENT OF T5 SC OIL AND GAS LIMITED
PARTNERSHIP**

(See attached)

SCHEDULE B TO THE APPROVAL ORDER

MONITOR'S PLAN IMPLEMENTATION DATE CERTIFICATE

COURT FILE NUMBER	2101-00814	Clerk's Stamp
COURT	COURT OF QUEEN'S BENCH OF ALBERTA	
JUDICIAL CENTRE	CALGARY	
APPLICANT	IN THE MATTER OF THE <i>COMPANIES' CREDITORS ARRANGEMENT ACT</i> , RSC 1985, c C-36, AS AMENDED AND 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.	
DOCUMENT	MONITOR'S PLAN IMPLEMENTATION DATE CERTIFICATE²	

**CERTIFICATE OF THE MONITOR OF ■
(Plan Implementation)**

All capitalized terms not otherwise defined herein have the meanings ascribed thereto in the Plan of Compromise and Arrangement of ■ pursuant to the *Companies' Creditors Arrangement Act*, RSC 1985, c. C-36, as amended, dated ■ (as may be amended, restated, supplemented and/or modified in accordance with its terms, the "**Plan**").

Pursuant to Section ■ of the Plan, ■ (the "**Monitor**"), in its capacity as Court-appointed Monitor of **[DEBTORS]**, delivers this certificate to **[DEBTORS]** and hereby certifies that all of the conditions precedent to implementation of the Plan as set out in Section ■ of the Plan have been satisfied or waived by ■. Pursuant to the Plan, the **[Plan Implementation Date]** has occurred on this day. This Certificate will be filed with the Court and posted on the Monitor's Website.

² [NTD: To be reviewed by the Monitor.]

DATED at the City of Calgary, in the Province of Alberta, this ____ day of _____, ■.

■, in its capacity as the Court-appointed
Monitor of **[DEBTOR]**

Per: _____
Name:
Title:

SCHEDULE C TO THE PLAN OF COMPROMISE AND ARRANGEMENT
LIST OF CREDITORS

[NTD: To be completed by the Monitor.]

Schedule "C"

Service List

(See attached)

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

AND 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.

DOCUMENT

SERVICE LIST

<p>BORDEN LADNER GERVAIS LLP 1900, 520 – 3 Ave SW Calgary, Alberta T2P 0R3</p> <p>Matti Lemmens MLemmens@blg.com</p> <p>Tiffany Bennett TiBennett@blg.com</p> <p><i>Counsel for T5 SC Oil and Gas Limited Partnership</i></p>	<p>ALBERTA ENERGY REGULATOR Suite 1000, 250 – 5 Street SW Calgary, Alberta T2P 0R4</p> <p>Candice Ross insolvency@aer.ca / Candice.ross@aer.ca</p>
<p>BDO CANADA LLP 620, 903 – 8 Ave SW Calgary, Alberta T2P 0P7</p> <p>Marc Kelly makelly@bdo.ca</p> <p><i>Monitor</i></p>	<p>CASSELS BROCK & BLACKWELL LLP Suite 381, Bankers Hall West 888 3rd Street SW Calgary, Alberta, T2P 5C5</p> <p>Jeffrey Oliver joliver@cassels.com</p> <p><i>Counsel for Monitor</i></p>

<p>MLT AIKINS LLP 2100 Livingston Place 222 3 Ave SW Calgary, Alberta T2P 0B4</p> <p>Ryan Zahara rzahara@mltaikins.com</p> <p><i>Counsel for: Crown Capital Partner Funding LP, Crown Capital LP Partner Funding Inc.</i></p>	<p>MILES DAVISON LLP 900, 517 – 10th Avenue SW Calgary, Alberta T2R 0A8</p> <p>Calvin C. Robb crobb@milesdavison.com</p> <p>Terry L. Czechowskyj tczech@milesdavison.com</p> <p><i>Counsel for Core Completions Inc.; Essential Coil Well Services L.P; Formula Powell LP</i></p>
<p>MCLEOD LAW LLP Third Floor, 14505 Bannister Road SE Calgary, Alberta T2X 3J3</p> <p>Shane B. King sking@mcleod-law.com</p> <p><i>Counsel for Savanna Drilling Corp., Total Oilfield Rentals Ltd</i></p>	<p>TRICAN WELL SERVICES LTD. 2900, 645 – 7th Avenue SW Calgary, Alberta T2P 4G8</p> <p>Legal Department conwuekwe@trican.ca</p>
<p>OGILVIE LLP 10303 Jasper Ave #1400 Edmonton, Alberta T5J 3N6</p> <p>Jasmine Billing jbilling@ogilvielaw.com</p> <p><i>Counsel for High Country Oilfield Transportation Inc.</i></p>	<p>BLACK DIAMOND GROUP 8901 – 102 Street Clairmont, Alberta T0H 0W0</p> <p>Darci Neddoly dnesdoly@blackdiamondgroup.com</p>
<p>MILLER THOMSON LLP Commerce Place 10155 – 102 Street, Suite 2700 Edmonton, Alberta T5J 4G8</p> <p>Thomas V. Duke tduke@millerthomson.com</p> <p><i>Counsel for VDM Trucking Service Ltd.</i></p>	<p>THE LAW OFFICE OF JORDAN FELTON, PLLC 14811 St. Mary’s Lane, Suite 285 Houston, TX 77079</p> <p>Jordan Felton jordan@jfeltonlaw.com</p> <p><i>Counsel for Weatherford</i></p>

<p>STERLING CREDIT ADJUSTERS INC. #705, 5241 Calgary Trail Edmonton, Alberta T6H 5G8</p> <p>Steve Sonnenfeld Steve.sonnenfeld@sterlingcreditgroup.com</p> <p><i>Counsel for Force Inspection Services</i></p>	<p>RACKEL BELZIL LLP Suite 100, 10230 – 142 Street NW Edmonton, Alberta T5N 3Y6</p> <p>Louis M.H. Belzil, Q.C. lbelzil@rackelbelzil.ca</p> <p><i>Counsel for Tier 1 Energy Solutions Inc.</i></p>
<p>RAMDAR RESOURCE MANAGEMENT LTD. 507, 888 – 4th Avenue SW Calgary, Alberta T2P 0V2</p> <p>Gordon Plouffe gplouffe@ramdar.ca</p> <p>Ira Darling idarling@ramdar.ca</p>	<p>MACPHERSON ENERGY CONSULTING LTD. 92 Cranbrook Heights SE Calgary, Alberta T3M 1W7</p> <p>W. Reigh MacPherson reighmac@shaw.ca</p>
<p>PASON SYSTEMS CORP. 6130 – 3 Street SE Calgary, Alberta T2H 1K4</p> <p>Andrew Lambert Andrew.lambert@pason.com</p> <p><i>Counsel for Pason Systems Corp.</i></p>	<p>LITMAN LAW Suite 216, 3075 14th Avenue Markham, Ontario L3R 0G9</p> <p>Cass Litman eroth@litmanlaw.ca</p> <p><i>Counsel for All Choice Rentals Ltd., Whirlybyrds Inc.</i></p>
<p>DUNCAN CRAIG LLP 5508 Jubilee Ave, Box 6777 Drayton Valley, Alberta T7A 1S2</p> <p>Mae L. Chow mchow@dcllp.com</p> <p><i>Counsel for Hayduck Picker Services Ltd.</i></p>	<p>STIKEMAN ELLIOTT LLP 4300 Bankers Hall West 888 – 3rd Street SW Calgary, Alberta T2P 5C5</p> <p>David Price DPrice@stikeman.com</p> <p>Natasha Doelman ndoelman@stikeman.com</p> <p><i>Counsel for Enercorp Engineered Solutions Inc.</i></p>

<p>CANADA LEGAL REFERRAL INC. Suite 200, 3100 Steels Ave West Vaughan, Ontario L4K 3R1</p> <p>Doug Choffe dchoffe@canlegal.net</p> <p><i>Agent for Wolseley Canada Inc.</i></p>	<p>SCHLUMBERGER CANADA LTD. 200, 125 – 9th Avenue SE Calgary, Alberta T2G 0P6</p> <p>Tatum Woywitka woywikat@bennettjones.ca</p> <p><i>Legal Counsel for Schlumberger Canada Ltd.</i></p>
<p>REYNOLDS MIRTH RICHARDS & FARMER LLP 3200, 10180 – 101 Street Edmonton, Alberta T5J 3W8</p> <p>Mikkel Arnston marnston@rmrf.com;</p> <p>James R. McTague jmctague@rmrf.com</p> <p><i>Counsel for Halliburton Group Canada; Swift Oilfield Supply Inc.</i></p>	<p>LIEN BY90 3832 Brooklyn Crescent NW Calgary, Alberta T2L 1H2</p> <p>Barry Brumwell barry@lienby90.com</p> <p><i>Agent for Silver City Investments o/a Longhorn Oilfields Services</i></p>
<p>PARLEE MCLAWS LLP 1700, 10175 – 101 Street NW Edmonton, Alberta T5J 0H3</p> <p>Jeremy H. Hockin, Q.C. jhockin@parlee.com</p> <p><i>Counsel for X-Site Energy Services Ltd., 3894694 Canada Inc.</i></p>	<p>KENNETH P. REH LAW OFFICE 702, 1816 Crowchild Trail NW Calgary, Alberta T2M 0M5</p> <p>Kenneth P. Reh ken@reh-law.ca</p> <p><i>Counsel for Baker Hughes Canada Company</i></p>
<p>ALTALAW LLP 5233 – 49 Avenue Red Deer, Alberta T4N 6G5</p> <p>Jerrett K. Strueby jkstrueby@altalaw.ca</p> <p><i>Counsel for Silver Springs Enterprises Ltd</i></p>	<p>WIGGINS ADJUSTMENTS LIMITED 19985 – 68 Avenue Langley, BC V2Y 2W5</p> <p>clientservices@wiggins-adj.com</p> <p><i>Agent for Tenaris Global Services</i></p>

<p>DIXON COMMERCIAL INVESTIGATORS (1982) INC. 43, 918 – 16 Avenue NW Calgary, Alberta T2M 0K3</p> <p>Danielle MacWhirter collections@dixoncommercial.com</p> <p><i>Agent for TNT Hydro Vac & Line Locators</i></p>	<p>CORE LABORATORIES CANADA, LTD. 2810 – 12 Street NE Calgary, Alberta T2E 7P7</p> <p>Mark Forbes mark.forbes@corelAlberta.com</p>
<p>PEACOCK LINDER HALT & MACK LLP 4050, 400 – 3 Avenue SW Calgary, Alberta T2P 4H2</p> <p>Shane Sackman ssackman@plhlaw.ca</p> <p><i>Counsel for Advanced Safety Paramedics Inc</i></p>	<p>TORYS LLP 525 – 8 Avenue SW Calgary, Alberta T2P 1G1</p> <p>Gino Bruni gbruni@torys.com</p> <p><i>Counsel for Fedmet Tubulars</i></p>
<p>STRINGAM LLP 108, 9824 – 97 Avenue Grande Prairie, Alberta T8V 7K2</p> <p>Gordon D. Chrenek gchrenek@stringam.ca</p> <p>Denis Sawyer dsawyer@stringam.ca</p> <p>Patrice Brideu pbrideau@stringam.ca</p> <p><i>Counsel for Ace Energy Services Inc., Prowler Energy Services Inc., Eclipse Crane & Rigging Ltd., Isolation Equipment Services Inc.</i></p>	<p>JOHNSTON MING MANNING LLP 4943 – 50 St Red Deer, Alberta T4N 1Y1</p> <p>Kelly le Vann klevann@jmmlawrd.ca</p> <p><i>Counsel for Strata Innovations Ltd. o/a Blue Arrow Communications</i></p>

<p>HOOEY & COMPANY 120, 4954 Richard Road SW Calgary, Alberta T3E 6L1</p> <p>Brent H. Hooley brent@hoeylawyers.ca</p> <p><i>Counsel for DDR Steam & Pressure Washing</i></p> <p>Mark D.J. Schulz Mark@hoeylawyers.ca</p> <p><i>Counsel for Silver City Investments Ltd.</i></p>	<p>WARREN SINCLAIR LLP 600, 4911 – 51 St Red Deer, Alberta T4N 6V4</p> <p>Charlie Langlois clanglois@warrensincclair.com</p> <p><i>Counsel for Bronco Slickline Services Ltd., Versatile Energy Services Ltd.</i></p>
<p>GOWLING WLG (CANADA) LLP Suite 1600, 421 7 Avenue SW Calgary, Alberta, T2P 4K9</p> <p>Stephen Kroeger Stephen.Kroeger@gowlingwlg.com</p> <p>Jonathan Ross Jonathan.Ross@gowlingwlg.com <i>Counsel for Toronto Dominion Bank</i></p>	<p>BULL MOOSE CAPITAL LTD. 500, 505 – 8 Avenue SW Calgary, Alberta T2P 1G2</p> <p>lpsmith@bullmoosecapital.ca</p>
<p>MILORAD KLJAJIC 606, 1118 – 12 Avenue SW Calgary, Alberta T2R 0P4</p> <p>mkljajic@live.com</p> <p><i>Counsel for FSTIM Consulting Inc.</i></p>	<p>ENERFLEX LTD. 4700 – 47 Street SE Calgary, Alberta T2B 3R1</p> <p>rentals@enerflex.com</p>
<p>702856 Alberta LTD. o/a Continental Imaging Products Ltd. 940A – 11 Avenue SW Calgary, Alberta T2R 0E7</p> <p>kspringer@cosssd.com</p>	<p>T&S COLLECTIONS LTD. 105, 412 – 53 Avenue SE Calgary, Alberta T2H 0N4</p> <p>tscollection@shaw.ca</p> <p><i>Agent for Pason Systems Corp.</i></p>

<p>PETERS & CO. LIMITED 2300 Jamieson Place 308 – 4th Avenue SW Calgary, Alberta T2P 0H7</p> <p>Jeff Lawson Managing Director, Corporate Finance jlawson@petersco.com</p>	<p>BOW RIVER LAW Suite 1240, 540 – 5 Avenue SW Calgary, Alberta T2P 0M2</p> <p>Joel Fairbrother JFairbrother@bowriverlaw.com <i>Counsel for 1684366 Alberta Ltd. and Lyle McGratton</i></p>
<p>TENARIS CANADA 530 – 8 Avenue SW Calgary, Alberta T2P 3S8</p> <p>Pauline Chan pchan@suppliers.tenaris.com</p> <p>Fiana Bakshan fbakshan@tenaris.com</p>	<p>ROSE LLP 2100, 440 2 Avenue SW Calgary, Alberta T2P 5E9</p> <p>Samantha Stokes samantha.stokes@rosellp.com <i>Counsel for WPW Inc.</i></p>
<p>ENERGY LEGAL SERVICES – JUSTICE AND SOLICITOR GENERAL 9th Floor, North Petroleum Plaza 9945 – 108 Street Edmonton, Alberta T5K 2G6</p> <p>Kenneth Whitelaw kenneth.whitelaw@gov.ab.ca <i>Counsel for Ministry of Energy</i></p>	<p>TORYS LLP 525 – 8 Avenue SW Calgary, Alberta T2P 1G1</p> <p>Kyle Kashuba & Jessie Mann kkashuba@torys.com jmann@torys.com</p> <p>James O’Connor & Moe Mangat joconnor@westbrick.ca mmangat@westbrick.ca <i>Counsel for Westbrick Energy Ltd.</i></p>
<p>ALBERTA TUBULAR PRODUCTS LTD. 1100, 500 – 4 Avenue SW Calgary, Alberta T2P 2V6 info@albertatubular.com</p>	<p>WITTEN LLP 2500 Canadian Western Bank Place 10303 Jasper Avenue Edmonton, Alberta, T5J 3N6</p> <p>Annemarie Clarke aclarke@wittenlaw.com</p>

<p>DLA PIPER (CANADA LLP) Suite 1000, Livingston Place West 250 – 2nd Street SW Calgary, Alberta, T2P 0C1</p> <p>G. Brian Davison, Q.C. Brian.davison@dlapiper.com <i>Counsel for High Artic Energy Services Inc.</i></p> <p>Ryanna Mather Ryana.mather@dlapiper.com <i>Counsel for Absolute Imaging Inc.</i></p>	<p>DLA PIPER (CANADA LLP) 2700 – 10220 103 Avenue Edmonton, Alberta, T5J 0K4</p> <p>Jerritt Pawlyk jerritt.pawlyk@dlapiper.com <i>Counsel for 2334422 Alberta Ltd.</i></p>
<p>INDIAN OIL AND GAS CANADA 100, 9911 Chiila Boulevard Tsuut’ina, Alberta, T3T 0E1</p> <p>Jamie Ruigrok Jamie.Ruigrok@canada.ca</p> <p>Lori Williams Lori.Williams@justice.gc.ca <i>Counsel for Indian Oil and Gas Canada</i></p>	<p>MAPLE LEAF 2015 OIL & GAS CORP. 808, 609 Granville Street Vancouver, BC, V7Y 1G5</p> <p>info@mapleleafunds.ca</p>
<p>WLG LAW 4256 – 91A Street Edmonton, Alberta, T6E 5V2</p> <p>Damien Kutinsky Kutinsky@wlglaw.ca <i>Counsel for Arrival Oil Tools Inc.</i></p>	<p>CARBERT WAITE LLP 2300, 645 – 7 Avenue SW Calgary, Alberta, T2P 4G8</p> <p>Kevin Stenner stenner@carbertwaite.com <i>Counsel for Binscarth Resources Ltd.</i></p>
<p>TRUST ALTUS 2400 Veterans Blvd, Suite 300 Kenner, LA 70062 USA</p> <p>Chris Dunkin chrisdunkin@trustaltus.com <i>Receivables Specialist for Miquelon Meter Services Ltd.</i></p>	<p>ABSOLUTE IMAGING INC. 600, 940 – 6 Avenue SW Calgary, Alberta, T2P 3T1</p> <p>Elvis Floreani elvis@absoluteimaging.ca</p>

KEYERA CORP.

West Tower, Sun Life Plaza, 6 Floor
144 – 4 Avenue SW
Calgary, Alberta, T2P 3N4

Yukari Shimobayashi

Yuakari.Shimobayashi@keyera.com

**MACQUARIE ENERGY CANADA
LIMITED**

31, 4211 – 7 Avenue SW
Calgary, Alberta, T2P 4K9

Craig Fisher

Craig.Fisher@macquarie.com