

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** 

**AFFIDAVIT** 

ADDRESS FOR SERVICE AND

CONTACT INFORMATION OF

PARTY FILING THIS

**DOCUMENT** 

Matti Lemmens

Borden Ladner Gervais LLP

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#### AFFIDAVIT OF RYAN MARTIN Sworn on May 17, 2021

I, Ryan Martin, of the City of Calgary, in the Province of Alberta, SWEAR AND SAY THAT:

#### INTRODUCTION AND PROCEDURAL HISTORY

1. I am the President, Secretary and sole director of the Applicants, Calgary Oil and Gas Intercontinental Group Ltd., formerly Triple Five Intercontinental Group Ltd. ("COGL") and Petroworld Energy Ltd. ("Petroworld"). COGL is an Applicant in the within

FORM 49

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FORM 49

May 17, 2021

by Mail

CIRROF THE COMM

COM May 25, 2021 Justice Jeffrey proceedings in its own capacity and in its capacity as general partner of T5 SC Oil and Gas Limited Partnership (the "Limited Partnership"). I have been the President of COGL and Petroworld since September 4 and 10, 2020, respectively, and have been involved with the companies since their incorporation. Through my involvement with COGL and Petroworld, I have also gained personal knowledge relating to their parent companies and related entities, Calgary Oil & Gas Syndicate Group Ltd., formerly Triple Five Energy Ltd., and Calgary Oil and Syndicate Partners Ltd., formerly T5 Energy Partners Ltd. ("COSP") (all Applicants and the Limited Partnership are collectively referred to herein as the "Companies"). As such, I have personal knowledge of the matters to which I depose in this Affidavit, except where such matters are stated to be based on information and belief, in which case I have stated the source of my information and, in all cases, I believe such information to be true.

- 2. I have previously sworn a number of Affidavits in the within proceedings, including among others, those sworn on February 5, 2021, (the "First Martin Affidavit"), February 10, 2021, February 11, 2021, and April 7, 2021, each of which was filed in these proceedings in support of the Companies' applications for relief pursuant to the *Companies' Creditors Arrangement Act*, RSC 1985, c C-36, as amended (the "*CCAA*").
- 3. On February 11, 2021, the Honourable Mr. Justice D. B. Nixon granted the Companies' application for an Initial Order (the "Initial Order").
- 4. On February 19, 2021, the Honourable Mr. Justice R. A. Neufeld granted the Companies' application for an Amended and Restated Initial Order (the "**First ARIO**") and a related Sealing Order.
- 5. On March 4, 2021, the Honourable Mr. Justice D.B. Nixon granted the Companies a Second Amended and Restated Initial Order (the "Second ARIO"), extending the stay of proceedings against the Companies to April 15, 2021 (the "Stay Period").
- 6. On April 13, 2021, the Honourable Mr. Justice J. J. Gill granted two orders (the "Stay Extension Order" and the "Claims Procedure Order"), pursuant to which the Stay Period was further extended to May 25, 2021, and the Court authorized and directed the

Applicants, with the assistance of the Monitor, to conduct a proof of claims procedure to identify all creditors (the "Creditors") who have a Claim (as such term is defined in the CCAA) against the Companies, or some or any of them, and their respective directors and officers (the "Claims Procedure"), in order to assess and determine the validity, nature and amount of such Claims.

- 7. I swear this Affidavit in support of the Applicants' Application for certain relief pursuant to the *CCAA*, including, *inter alia*:
  - an Order extending the stay of proceedings in the within matter until and including July 31, 2021, and directing and authorizing the Applicants to implement a claims procedure in respect of any Claims ("Late Filed Claims") asserted by any party (a "Post-Filing Restructuring Claimant") to an agreement which may be disclaimed by the Applicants (a "Disclaimed Agreement") pursuant to a Notice of Disclaimer (a "Disclaimer Notice") issued pursuant to section 32 of the CCAA (the "Late Filed Claims Order");
  - (b) an Order accepting the Plan (as defined below) for filing, and authorizing and directing the convening, holding and conduct of a creditors meeting to vote on the Plan (the "Creditors' Meeting") (the "Creditors' Meeting Order"); and
  - (c) an Order sealing the confidential exhibits attached to this Affidavit.

# UPDATES AND ACTIONS TAKEN SINCE THE APPLICATION FOR STAY EXTENSION ORDER AND CLAIMS PROCEDURE ORDER

- 8. The circumstances that compelled the Companies to seek protection under the *CCAA* and the Companies' cash flow constraint, as outlined in the First Martin Affidavit and supplemental Affidavits thereto, have not changed since this Court's granting of the Initial Order.
- 9. Following the Court's granting of the Stay Extension Order and Claims Procedure Order, the Companies, with the oversight and assistance of the Monitor, have been working diligently to maintain the stability of their operations and business, manage their liquidity

position, continuing to pursue the Spartan Transaction (as defined below), and have acted in furtherance of the restructuring of their business. In particular, the Companies:

- (a) diligently continue to operate the business for the benefit of all stakeholders;
- (b) have implemented the Claims Procedure with the assistance of the Monitor, including by:
  - (i) sending to all Creditors of which they and the Monitor were aware a copy of the Claims Notice, a blank proof of claim and related instruction letter and copy of the Claims Procedure Order on April 16, 2021;
  - (ii) publishing a Notice to Creditors of the Claims Procedure in the *Calgary Herald*, and the *Edmonton Journal* on April 22, 2021, and the *Daily Oil Bulletin* on April 16, 2021;
  - (iii) receiving Proofs of Claim from twenty-two (22) claimants; and
  - (iv) reviewing and considering the Proofs of Claim received in accordance with the Claims Procedure Order;
- continued negotiations with Spartan Delta Corp. ("Spartan"), to finalize the equity transaction (the "Transaction") contemplated in the Letter of Intent with Spartan (the "Spartan LOI"), in compliance with Justice Gill's direction on April 13, 2021 that the Companies comply with the exclusivity obligations owed to Spartan pursuant to the Spartan LOI. Consistent with the Court's direction, the Companies have focussed on the restructuring contemplated by the Transaction, pursuant to which Spartan will provide a significant cash injection in exchange for limited partnership units in the Limited Partnership. The negotiations with Spartan regarding the Transaction have resulted in the execution of a definitive Investment Agreement between Spartan, COGL, the Limited Partnership and COSP, effective April 21, 2021 (the "Definitive Agreement"). A true copy of the Definitive Agreement is attached hereto as Confidential Exhibit "CE1";
- (d) prepared a plan of compromise or arrangement under the *CCAA* (the "**Plan**"), a copy of which is attached to the within Application as Schedule "D", to effect the restructuring contemplated by the Transaction;

- (e) discussed the Plan with certain Creditors and other stakeholders in order to obtain their support for the Plan;
- (f) participated in negotiations with contractual counterparties to address termination rights in certain agreements that are excluded from the Transaction to minimize impacts on those counterparties and Creditors;
- (g) communicated with Spartan and the Monitor regarding the potential issuance of Disclaimer Notices in relation to agreements which the Companies may be required to disclaim pursuant to the Transaction; and
- (h) continued to communicate with the Companies' primary secured creditor, Crown Capital Partner Funding, LP, by its general partner, Crown Capital LP Partner Funding Inc. ("Crown Capital"), to determine Crown Capital's rights and entitlements under the relevant loan and security documents.
- 10. The Companies have prepared an updated cash flow forecast (the "Cash Flow Forecast") from the week of May 10, 2021 to the week of August 2, 2021, which has been reviewed and approved by the Monitor. Attached hereto and marked as Exhibit "A" is a true copy of the Cash Flow Forecast. Based on my knowledge of the financial position of the Companies, and based on the assumptions set out in the Cash Flow Forecast, I do verily believe that the projections set out in the Cash Flow Forecast are fair and reasonable.
- 11. In addition, the Companies have prepared a variance analysis respecting the variance between actual cash flows and the forecasted cash flows estimated in the cash flow forecast for the week of April 5, 2021 to the week of May 3, 2021, which forecast was attached as Exhibit "A" to my Affidavit sworn on April 7, 2021.

#### THE SPARTAN TRANSACTION

12. As detailed in the First Martin Affidavit, the Companies sought creditor protection largely as a result of the commodity price decline in the oil and gas market, and particularly with respect to natural gas. The Companies commenced the within *CCAA* proceedings in order to stabilize the Companies' business and operations and provide them with time to identify and assess potential restructuring options and review other strategic alternatives that may

- be available to maximize the value of the Companies for the benefit of all of their stakeholders.
- 13. Since the granting of the Stay Extension and Claims Procedure Order, the Companies and the Partnership have entered into the Definitive Agreement with Spartan to finalize the transaction contemplated in the Spartan LOI referenced in my Affidavit sworn April 7, 2021. The Definitive Agreement sets forth the terms and conditions whereby Spartan will provide a \$37,500,000.00 purchase price (the "Purchase Price Funds") in exchange for subscription for limited partnership units from the treasury of the Limited Partnership, and is conditional upon, *inter alia*, the approval of the Plan at the Creditors' Meeting and exclusion of certain contracts to which the Companies are party to.

#### UPDATE ON THE SUNCHILD FIRST NATION

14. Since the granting of the Stay Extension and Claims Procedure Order, the Applicants have been in communication with the Sunchild First Nation ("Sunchild") respecting the Transaction and the Plan. After a recent in-person meeting, a follow up meeting has been set for May 18, 2021 in furtherance of developing a commitment between the parties to a mutually beneficial future working relationship, based on a number of key points of interest identified by Sunchild. Attached hereto and marked as Exhibit "B" is a letter sent to Sunchild on May 17, 2021 by the Companies and Spartan respecting their ongoing discussions to develop a commitment to a mutually beneficial future working relationship.

# THE DISCLAIMERS AND REQUIREMENT FOR THE LATE FILED CLAIMS ORDER

- 15. In order to effect the Transaction and enhance the prospects of a viable compromise and arrangement, the Companies and Spartan, in consultation with the Monitor, have identified that it may be necessary to issue Disclaimer Notices to Post-Filing Restructuring Claimants pursuant to section 32 of the CCAA.
- 16. Given that any Disclaimer Notices will be issued subsequent to the Claims Bar Date set out in the Claims Procedure Order, it is necessary for the proper and efficient implementation of the proposed restructuring of the Companies to implement the late claims process set out in the Late Filed Claims Order, in order to allow for the assessment

and determination of the validity, nature and amounts of any Late Filed Claims arising from Disclaimed Agreements.

#### THE PLAN

- 17. A copy of the Plan is attached as Schedule "D" to the Application. The Companies and Spartan, in consultation with the Monitor, have developed the Plan to enable the business of the Companies to continue as a going concern, in the expectation that a greater benefit will be derived from the continued operation of the Companies' business than would result from the sale or forced liquidation of the Companies' assets.
- 18. In general, the Plan includes the following key elements:
  - (a) the operations of the Companies will continue as normal and without disruption following the implementation of the Plan;
  - (b) full recovery of the secured debt owed to Crown Capital;
  - (c) full recovery for all valid lienholders, as determined pursuant to the Claims Procedure Order or the Late File Claims Order, as applicable;
  - (d) partial recovery of unsecured creditor claims, subject to the adjudication of such claims pursuant to the Claims Procedure Order or Late Filed Claims Order, as applicable.
- 19. The Purchase Price Funds and any funds not used for Post-Filing Liabilities (as such term is defined in the Definitive Agreement) as at May 31, 2021, are intended to fund the Plan and the distributions to unsecured creditors of the Companies after payment of any CCAA Charges (as defined in the Plan) and payments to the Unaffected Creditors and Priority Claims (as defined in the Plan) (the "**Distribution Funds**"). The intention is for the Distribution Funds to be distributed to unsecured creditors with proven claims on a *pro* rata basis.
- 20. The Plan provides for a distribution of the Distribution Funds to the Creditors within 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 Claim. To the best knowledge of the Companies, 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 (the Unaffected Creditors), on a *pro rata* basis among them.
- 21. Section 3.1 of the Plan provides that all Creditors, excluding those mentioned in sub-paragraph 2.2(a) of the Plan (the Unaffected Creditors), shall constitute a single class and shall vote as a single class as they share a commonality of interest in that they are all unsecured creditors of the Companies.

#### CREDITOR SUPPORT FOR THE PLAN

- 22. The Companies and Spartan have made significant efforts to contact Creditors respecting the proposed Plan and gain their support for the Plan. Specifically, Spartan has made efforts to reach out to currently known Creditors of the Applicants to discuss the Plan and obtain support for the Plan. Attached hereto and marked as **Exhibit "C"** is a chart provided to my by Spartan describing such efforts, which I believe to be accurate.
- Based upon Exhibit "C", I understand that forty-five (45) Creditors, collectively representing 26% of the currently known Affected Creditors (as defined in the Plan, and subject to the Claims Procedure and Late Claims Procedure), and approximately \$3,923,426.00 in value, or approximately 35% of the total estimated \$11,182,061.61 value of the currently known Affected Claims (as defined in the Plan, and subject to the Claims Procedure and Late Claims Procedure), have executed binding support agreements with Spartan pursuant to which they have agreed to support the Plan, (the "Lock-Up Agreements"). True copies of the Lock-Up Agreements provided to me by Spartan are attached hereto and marked as Exhibit "D".
- 24. In addition to the formal Lock-Up Agreements, Exhibit "C" indicates that a further twenty-three (23) Creditors collectively representing a further 13% of the currently known Affected Creditors, and approximately \$1,612,887.29 in value, or a further approximately

- 14% of the total currently known estimated Affected Claims (subject to the Claims Procedure and Late Claims Procedure), have indicated to Spartan that they will support the Plan without executing a Lock-Up Agreement.
- As such, based upon the Lock-Up Agreements and Exhibit "C", my understanding is that at present, Spartan estimates that 48% of the currently known Affected Creditors (subject to the Claims Procedure and Late Claims Procedure), representing \$5,536,313.00 in value, or 49% of the currently known Affected Claims (subject to the Claims Procedure and Late Claims Procedure), have already committed to supporting the Plan.
- 26. Further, based upon Exhibit "C", I understand that the vast majority of those Affected Creditors who have not already agreed to support the Plan have not indicated that they are opposed to it, but rather have either not responded to Spartan's inquiries or have not yet taken a position one way or the other.

## THE CREDITORS' MEETING TO VOTE ON THE PLAN IS APPROPRIATE

- 27. In light of the aforementioned features of the Plan, Creditor support for the Plan, and the absence of any viable restructuring alternatives aside from the Plan, it is the position of the Companies that the Plan is realistic, feasible and reasonable, and it is appropriate that the Plan be considered and voted on by Creditors at a Creditors' Meeting. Voting on the Plan is in the Creditors' interest, and there is a reasonable probability that the Creditors will approve the Plan.
- The Companies in consultation with the Monitor have developed the proposed Creditors' Meeting Order, in order to authorize the Companies to convene a virtual meeting of Creditors to consider and vote on the Plan. The proposed Creditors' Meeting Order provides for comprehensive notification of the Creditors' Meeting to Creditors whose Claims have been accepted for voting purposes by the Monitor, and specifically contemplates that the Monitor shall publish on the Monitor's Website and send to the Service List and all known Creditors the Meeting Materials (as defined in the Creditors' Meeting Order).

- 29. The proposed Creditors' Meeting Order also provides that the Creditors' Meeting will be held virtually and not in person on July 19, 2021 by means of telephonic or electronic facility using a third party service provider, given the current challenges posed by the COVID-19 pandemic.
- 30. The proposed Creditors' Meeting Order also provides for, among other things:
  - (a) procedures that will govern the conduct of the Creditors' Meeting, including that a representative of the Monitor will preside as Chair of the Creditors' Meeting, and subject to further Order of this Court, will determine all matters relating to the conduct of the Creditors' Meeting;
  - (b) the voting procedures at the Creditors' Meeting;
  - (c) the requirements for approval of the Plan; and
  - (d) the ability of the Companies to make amendments to the Plan.
- 31. In light of the foregoing, it is the Companies' view that the Creditors' Meeting Order is fair, reasonable and in the best interests of the Companies, and their creditors and stakeholders, and accords with the purpose of the within CCAA proceedings.

#### APPROVAL AND COURT SANCTION OF THE PLAN

32. To be approved, the Plan must receive an affirmative vote of the required majority of Creditors at the Creditors Meeting. The Companies propose that, in the event that the Plan is so approved, the Companies will bring an application, to be held no later than on or before July 31, 2021 (subject to the availability of the Court) (the "Sanction Hearing"), seeking an order of this Court approving and sanctioning the Plan (the "Approval Order").

#### STAY EXTENSION

33. Pursuant to the Stay Extension and Claims Procedure Order, the Companies were granted an extension of the Stay Period up to and including May 25, 2021, so as to allow for the negotiation of the Definitive Agreement, and other steps related to the implementation, conduct and carrying out of the proposed Transaction, as well as the completion (or near completion) of the Claims Process.

- The Companies request a further extension of the Stay Period up to and including July 31, 2021. The Companies intend to use the requested extension of the Stay Period to advance these restructuring proceedings, including but not limited to:
  - (a) continuing to operate their business for the benefit of all stakeholders;
  - (b) continuing to administer the Claims Procedure;
  - (c) implementing the claims procedure contemplated by the Late Filed Claims Order, in cooperation with the Monitor;
  - (d) continuing to communicate with Spartan and with Creditors to raise support for, and address any concerns regarding, the proposed Transaction and Plan; and
  - (e) implementing the Creditors' Meeting Procedures contemplated by the Creditors' Meeting Order;
  - (f) preparing for the Sanction Hearing in order to obtain the Approval Order, if the Plan is approved at the Creditors' Meeting.
  - 35. The Companies have been and continue to act diligently and in good faith in their efforts to achieve a successful restructuring for the benefit of all stakeholders.

#### **SEALING ORDER**

- 36. Confidential Exhibit "CE1" provides certain commercially sensitive information relating to the Companies' restructuring efforts. In particular, the Confidential Exhibit includes confidential and commercially sensitive information regarding the nature of the development opportunities for the Companies' assets sought by the Companies, and/or Spartan, and the commercial terms of the Transaction.
- 37. I believe that the dissemination of the information set out in the Confidential Exhibit could adversely affect any subsequent restructuring efforts that may be undertaken by the Companies, result in prejudice against the stakeholders' ability to recover value therefrom, as well as the Companies' ability to participate in any restructuring process.

## CONCLUSION

38. I swear this Affidavit in support of the Companies' Application as set out above and for no improper or other purpose.

SWORN BEFORE ME at Calgary, Alberta, this 17 <sup>th</sup> day of May, 2021	}
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Colin LaRoche, Student-at-Law A Commissioner for Oaths in and for Alberta	) /RYAN MARTIN

# COLIN LAROCHE

A Commissioner for Oaths in and for Alberta Student-At-Law, Notary Public This is Confidential Exhibit "1"
Referred to in the Affidavit of Ryan Martin
Sworn before me this 17th day of May, 2021

A Commissioner for Oaths in and for Alberta

COLIN LAROCHE
A Commissioner for Oaths
in and for Alberta
Student-At-Law, Notary Public

# This is Exhibit "A" Referred to in the Affidavit of Ryan Martin Sworn before me this 17th day of May, 2021

A Commissioner for Oaths in and for Alberta

COLIN LAROCHE
A Commissioner for Oction
in and for Alberta
Student-At-Law, injurary Public

Calgary Oil and Gas Intercontinental Group Ltd.
13-week Cash Flow Forecast Consolidated
For the 13-week period ending Aug 2, 2021
(Unaudiscr)

("Unaudited")														
	Week Beginning Notes	Week 1 10-May Proj,	Week 2 17-May Proj.	Week 3 24-May Proj.	Week 4 31-May Proj.	Week 5 07-Jun Proj.	Week 6 14-Jun Proj.	Week 7 21-Jun Proj,	Week 8 28-Jun Proj.	Week 9 Week 10 05-Jul 12-Jul Proj.	) Week 11 19-Jul	Week 12 26-Jul	Week 13 02-Aug	Total Proj.
Operating Receipts		*												
Production Revenue	н			S	1,508,850			69	1,563,450			\$ 1,471,050	*	4,543,350
Total Operating Receipts					1,508,850				1,563,450			1,471,050	7	4,543,350
Operating Disbursements														
Royalty Expense	2				199,025				206,227			194,039		599,290
Production Royalty payment to CC	m				57,336				59,411			55,900		172,647
Operating Expense	4				136,540				77,962			77,962		292,463
Transportation Expense	co.				70,000				70,000			70,000		210,000
G&A Contractors	9				52,365				52,365			52,365		157,094
G&A- Head Office Rent	9				15,478				15,478			15,478		46,434
Gas processing fees	7				325,000				330,000			330,000		985,000
GST Remittance					27,746				37,837			32,420		98,003
Professional Fees	80				250,000				250,000			250,000		750,000
Total Operating Disbursements					1,133,489				1,099,279			1,078,163		3,310,930
Non-Operating Disbursements														
Finance Leases	6				83,261				83,261			83,261		249,782
Interest Expense	10				243,189				235,343			243,189		721,720
Total Non-Operating Disbursements					326,449				318,604			326,449		971,502
Total Disbursements					1,459,938				1,417,882			1,404,612	7	4,282,432
Net Change In Cash					48,912				145,568			66,438		260,918
Opening Cash	11	373,869			373,869				422,781			568,349	,	373,869
Ending Cash				49	422,781			\$	568,349			\$ 634,787	w	634,787

Notes; Please refer to attached assumptions and notes

The hypothetical assumptions are reasonable and consistent with the purpose of the projections described in the attached notes and the probable assumptions are suitably supported and consistent with the plans of the debtor company and provide a reasonable sold properties are based on assumptions regarding future events, actual results will very from the information presented, and the variations may be material.

The projections have been prepared using probable and hypothetical assumptions. Consequently readers are cautioned that it may not be appropriate for other purposes.

Calgary Oil and Gas Intercontinental Group Ltd.

Per: Ryan Martin

# Calgary Oil and Gas Intercontinental Group Ltd. ("COGL") Notes to the Consolidated Cash Flow Statement For the period of May 10 to August 2, 2021

**Note 1- Production revenue**: relates to revenues associated with the sale of natural gas and natural gas liquids. COGL has done a recent maintenance operation with new tubing on 4-four wells and an additional compressor and anticipates increased production rates and higher revenues moving forward. Sproule engineering reports were used for production estimates and Peter's & Co. price decks were used for pricing estimates. Estimated revenue to be received in May is based on up to date known production numbers and up dated actual pricing.

**Note 2- Royalties**: Crown, freehold and GORR royalties are a function of production prices, volumes and mix.

**Note 3- Production royalty expense:** This relates to a production payment being paid to Crown Capital Partners on production revenue currently averaging about 4% of revenues. This payment is a result of the master loan agreement.

**Note 4- Operating expense:** Anticipated disbursements consist of vendor payments (and prepayments) for hauling and transportation, parts, consumables (glycol, methanol and lubricants), chemicals, repairs, regulatory costs and licenses, and rentals. Insurance is up for renewal on June 1, 2021 and a three month extension will be taken at an estimated cost of \$30k.

**Note 5- Transportation expense:** This relates to firm service unabsorbed demand charges on the TC\Nova pipeline system. These costs are based a contractual arrangement with the pipeline company and are the maximum based on current forecasted production levels. A third party marketer is engaged on a best efforts basis to offload firm service commitments, however, recently this has been a challenge to accomplish, causing costs to increase.

Note 6- General & administrative: Consists of fixed rent, contractor fees and accounting system fees.

**Note 7- Gas processing:** Consists of gas processing costs to Keyera via their Strachan gas plant. These costs are set under a master processing agreement and are variable based on throughput plant volumes.

**Note 8- Professional fees:** Estimated fees of restructuring professionals including those of COGL's legal counsel, the Monitor and its legal counsel.

**Note 9- Finance leases:** Relates to rentals on 3 compressor units, 1 gen set unit, 1 4.5mmbtu line heater and 2 separator units. This equipment is required to keep production flowing on a daily basis.

**Note 10- Interest expense:** Relates to interest payable to Crown Capital Partners on the \$27.0 mil loan agreement. They have a fixed floating charge over all present and after acquired assets of the entity and any subsidiaries of joint venture, providing a first lien on all assets.

**Note 11- Opening cash:** Opening cash is the cash remaining in the company's bank accounts after all issued cheques have cleared as it is assumed that all issued cheques will be honoured. Opening cash does not include funds totalling \$866,977 which is held in term deposits as Letters of Credit for Nova and Keyera.

## This is Exhibit "**B**" Referred to in the Affidavit of Ryan Martin Sworn before me this 17<sup>th</sup> day of May, 2021

A Commissioner for Oaths in and for Alberta

A Commissioner for Oaths
in and for Alberta
Student-Ac Lew, Notary Public



17 May 14, 2021

Delivered via email

Sunchild First Nation P.O. Box 747 Rocky Mountain House, Alberta T4T 1A5

To: Chief and Council

Dear Sirs / Madam:

Re: Commitment to Working Relationship

Further to our recent meeting, we write to express the joint commitment of Calgary Oll and Gas Intercontinental Group Ltd. ("COGL") and Spartan Delta Corp. ("Spartan") to continuing and strengthening our working relationship with the Sunchild First Nation ("Sunchild") regarding the development of the oil and gas assets located on the lands of the Sunchild.

COGL has made its relationship with Sunchild a priority throughout its ongoing Court supervised CCAA restructuring. COGL applied for, and received, special permission from the Court to make the Community Payment due to the Sunchild during the CCAA proceedings and made this payment on April 20, 2021.

COGL has since finalized a definitive investment agreement with Spartan, effective April 21, 2021 (the "Definitive Agreement"). As we work towards obtaining the approval of the Court and of COGL's creditors for the transaction contemplated by the Definitive Agreement, obtaining the support of the Sunchild is a top priority, and we look forward to continuing our discussions in this regard at the meeting we have planned for next week, on May 18, 2021.

In the meantime, we want to assure the Sunchild that COGL and Spartan are committed to working with the Sunchild and building upon our established, mutually beneficial relationship. COGL is planning to maintain its current drilling commitments, and with Spartan's support, is hoping to drill even more in the near future. In addition, in furtherance of COGL and Spartan's joint commitment to socially responsible and sustainable development, and to having a prosperous relationship with the Sunchild, COGL and Spartan are excited about the prospect of offering summer internships to Sunchild members who are in college or university.

We appreciate how important the Sunchild are to the success of our business, and we know that the Sunchild has a number of key points of interest regarding the development of the oil and gas assets located on the lands of the Sunchild. We are looking forward to continuing our discussions

regarding not only maintaining and strengthen our relationship with the Sunchild, but also regarding the exciting opportunities which Spartan's involvement can create for all involved.

Yours truly,

T5 SC OIL AND GAS LIMITED PARTNERSHIP

Ryan Martin, President

SPARTAN DELTA CORP.

Fotis Kalantzis, President and Chief Executive Officer

# This is Exhibit "C" Referred to in the Affidavit of Ryan Martin Sworn before me this 17th day of May, 2021

A Commissioner for Oaths in and for Alberta

COLIN LAROCHE
A Commissioner for Oaths
in and for Alberta
Student-At-Law, Notary Public

	# OF COMPANYS	TOTAL DUE		CONTACTE		RECEIVED INDICATION	N OF SUPPORT	RECEIVED SIGNED SUPP	ORT AGREEMENT	UNDER SUPPORT	PURCHASED		WESTBRICK PURCHASED AMOUNT & NON-
							No answer		No answer	AGREEMENTS	AMOUNT	SPARTAN	SUPPORTIVE OF SPARTAN
	172	5	(11,182,061.61)	143	29	68	75	45	23		12	1	13
				83%	17%	48%	52%	66%	34%		7%	1%	8%
				\$ (10,737,870.99) \$	(444,190.62) \$	(5,536,313.30) \$	(5,201,557.69) \$	(3,923,426.01) \$	(1,612,887.29)	\$ (3,923,314.83) \$	(83,218.48)	\$ (88,205.00)	\$ (171,423.48)
				96%	4%	52%	48%	71%	29%	35%	0.7%	0.8%	1.5%
				\$ (11,182,061.61)	5	(10,737,870.99)		(5,536,313.30)					
. —													

		s	96% (11,182,061.61)	4%	52% \$ (10,737,870.99)		48% \$	71% (5,536,313.30)	29%	35%	0.7%	0.8%
COMPANY NAME	IND	VIDUAL DUE	CONTACTED II	RECEIVED NOICATION OF	RECEIVED SIGNED SUPPORT	CLAIN	MED AMOUNT ER SUPPORT	WESTBRICK PURCHASED NO	N-SUPPORTIVE OF SPARTAN			
TRICAN WELL SERVICE LTD.		(863,222.98)	(Y/N)	SUPPORT (Y/N)	AGREEMENT (Y/N)	-	AGMT	AMOUNT	SPARTAN			
CATHEDRAL ENERGY SERVICES SAVANNA DRILLING CORP	s s	(839,773.61) (585,379.43)	Y Y	Y N	Y	\$	(839,773.61)					
BLACKSTONE DRILLING FLUIDS LIMITED COLTER ENERGY LP GTI PETROLEUM LTD.	5	(472,040.81) (444,598.85) (378,909.53)	Y	Y	Y	5 5	(472,040.81) (452,473.85)					
CROWN CAPITAL PARTNERS INC.	\$		Y Y	Y N	N .							
X-SITE ENERGY SERVICES TIER 1 ENERGY SOLUTIONS	s s	(311,487.00) (292,370.24)	Y	N N								
NEXSOURCE POWER ELECTRIC & CONTROLS INC. SCHLUMBERGER CANADA LIMITED	s s	(277,192.33) (261,025.80)	Y	N Y	Y	s	(207,321.73)					
SUNCHILD OIL & GAS LTD FEDMET TUBULARS WPW PIPELINE AND FACILITY CONSTRUCTION	\$	(228,348.97) (226,584.31)	Ť	N Y N	N N							
COMMAND FISHING + PIPE RECOVERY PROWLER ENERGY SERVICES LTD.	\$	(185,690.22) (182,781.83)	į	N V	- - -		(182,000.00)					
ENERGETIC SERVICES INC TENARIS GLOBAL SERVICES CANADA INC.	s s	(177,670.75) (167,060.07)	Y Y	Y N	Y	s	(177,670.75)					
ISOLATION EQUIPMENT SERVICES TED BEATH WELDING LTD. ESSENTIAL COIL WELL SERVICE	5	(163,713.80) (161,647.13) (158,699.43)	Y	Y	Y N	\$	(163,713.80)					
CONNECT AUTOMATION	s s	(152,751,87)	Y Y	N Y	N							
SWIFT OILFIELD SUPPLY HIGH COUNTRY OILFIELD TRANSPORTATION INC.	s s	(148,463.80) (139,058.85)	Y Y	N Y	Y	s	(177,641.10)					
ALBERTA TUBULAR PRODUCTS LTD PROSPECTOR ENERGY SERVICES LONGHORN OUT ELD SERVICES	\$	(126,460.93) (124,659.50) (113,385.33)	Y	Y Y	Y	\$	(126,460.93) (124,659.50)					
FRACTION ENERGY SERVICES LTD SILVER SPRINGS ENTERPRISES LTD.	\$	(113,385.33) (112,102.71) (105,561.35)	Ţ	Y	N N							
THRU TUBING SOLUTIONS 908750 ALBERTA LTD o/a SHANE MUYRES TRUCKING	s s	(105,439.11) (102,844.30)	· ·	N N								
IMPULSE DOWNHOLE TOOLS HAYDUK PICKER SERVICE LTD.	\$	(100,383.25) (99,089.55)	Y Y	N N								
BAKER HUGHES CANADA ECLIPSE CRANE & RIGGING LTD. 1684366 ALBERTA LTD. (LYLE McGRATTON)	\$	(92,545.50) (88,205.00) (86,417.80)	Y Y	N N Y					(88,205.00)			
HALLIBURTON GROUP CANADA	\$	(84.233.21)	Y Y	N	N .							
NEWAY OILFIELD SERVICES SILVERBACK STEAM & HEATING RENTALS INC.	\$	(83,916.38) (80,889.50)	Ť	N N								
TRYSON ENERGY SERVICES INC FANTASYLAND HOTEL AZTEC ENGINEERING INC	\$	(78,115.00) (75,844.98) (75,397.45)	į	Y	N Y	s	(84.744.59)					
ENERFLEX LTD. MCMFFLON RESQUECES LTD.	s s	(72,165.93) (69.219.24)	N Y	Y	· Y	5	(69,219.24)					
ENERCORP SAND SOLUTIONS HELLBOUND SERVICES CORP	s s	(66,239.50) (65,835.60)	Y Y	N N								
EVERGREEN ENERGY TANK RENTALS LTD. ADVANCED SAFETY PARAMEDICS INC.	\$	(65,612.01) (61,987.00)	Y	Y N	Y	\$	(65,612.01)					
DRILFORMANCE LLC BLACK IRON COMPRESSION LTD. WEBCD CONSULTING LTD.	s s	(50,150.00) (59,720.00) (58,640.26)	Y N	Y .	N -							
WEBCO CONSULTING LTD.  BLACK DIAMOND LIMITED PARTNERSHIP  ACE POWER TONGS & ENERGY SERVICES INC.	\$ \$	(58,640.26) (57,170.13) (56,652.75)	Y Y	N N								
	\$	(56.226.15)	Y Y	Y	Y	\$	(43,852.95)					
A M GEFLE CONSULTING SERVICES WHILLIPERSOS INC CORE COMPLETIONS	š	(55,300.00) (55,049.00) (53,579.00)	Y Y	N Y N	Y	\$	(55,049.00)					
INS MARKIT CANADA LIMITED WHIR SYMBOLOGY OF & GAS	s s	(52,258.07)	Y N	N N								
INTERBA ENERGY SERVICES COMPASS ACCESS SOLUTIONS LTD. BAVEN DRILLING CORP.	\$	(48,790.40) (47,413.82) (44,100.00)	Y	Y	Y N	\$	(48,790.40)					
RAVEN DRILLING CORP. HIGH ARCTIC ENERGY SERVICES BRONCO SLICKLINE SERVICES	\$	(44,100.00) (42,983.59) (41,447.30)	Ť	N Y	Y	\$	(42,983.59) (41,447.30)					
GOLIATH SNUBBING LTD TOTAL OILFIELD RENTALS LP	\$	(41,000.00) (40,922.91)	į	Y N	N .	>	(41,447.30)					
CLEANTEK INDUSTRIES INC. TECTONIC ENERGY CONSULTING INC.	\$	(40,885.03) (40,875.40)	Y	N Y	· Y	5	(40,875.40)					
VERSATILE ENERGY SERVICES LTD. TERVITA CORPORATION KARBU INDUSTRIES LTD	s s	(39,662.18) (39,094.67) (38,463.60)	Y Y	Y	Y	\$ \$	(40,503.66) (39,094.80) (38,463.60)					
RELIANCE OFS CANADA LTD.	s s	(38.316.29)	Y Y	Y	Y	\$ \$	(38,463.60) (47,981.02)					
ARRIVAL OIL TOOLS INC. IRON MAN ENERGY	\$	(37,207.75) (36,347.00)	Y N	N -								
FORCE INSPECTION SERVICES PASON SYSTEMS CORP BULL MOOSE CAPITAL LTD.	\$	(35,654.62) (35,443.93) (33,495.00)	Ť	N N	N .		(33.495.00)					
FSTIM CONSULTING INC. KENKO INC.	\$	(33,065.00)	÷	Y	Y Y	5	(33,688.37) (31,983.29)					
TYKAN SYSTEMS LTD. MHT OILFIELD SERVICES INC.	\$	(30,310.49) (29,452.50)	Y N	Y	Υ	5	(82,812.12)					
RAMDAR RESOURCE MANAGEMENT LTD. STERANKO INC.	s s	(25,930.00) (25,575.88)	Y Y	Y	N N							
ULTERBALP  CANADIAN CASING ACCESSORIES INC.  M.W.G. TRUCKING LTD.	\$	(24,250.00) (23,862.11) (23,846.55)	Y	N Y	Y	s	(23,862.11) (23,846.55)					
M.W.G. TRUCKING LTD. FORMULA POWELL LP HARLEY H.K. HOILES	\$	(23,846.55) (23,117.34) (21,166.25)	Y Y	Y	Y	\$	(23,846.55) (25,359.09)					
DIAMOND LINDUSTRIES LTD	\$	(19.415.55)	Y	Y	Y	\$	(19,415.55)					
CERTARUS LTD. KEYERA PARTINERSHIP BLUE ARROW COMMUNICATIONS	š	(19,379.85) (18,327.57) (17,865.75)	N Y	· ·	N							
EV CANADA STEFAMARIO INDUSTRIES	\$	(16,715.86) (16,492.01)	N N									
ALBERTA TREATING CHEMICALS LTD BINSCARTH RESOURCES LTD.	\$ \$	(16,332.48) (16,050.00)	Y Y	N N								
BERNIE LUBLINKHOF WELDING LTD. MARTEX LTD FOOTHILLS TANK RENTALS LTD	\$	(15,907.50) (15,855.01)	N N	N .				(15,907.50)				
RSS OILFIELD SERVICES LTD. BUFFALO INSPECTION SERVICE (2005) INC.	\$	(15,823.63) (13,569.84) (13,080.85)	į	N N	N			(15,823.63)				
GS EQUIPMENT LTD. MIQUELON METER SERVICES LTD.	\$	(13,062.00) (12,915.00)	Y	Y N	Y	5	(13,062.00)					
ELDORADO PRESSURE SERVICES LTD FORCE COPPS PILING INC. PETROSIGHT INC.	s s	(12,341.71) (12,202.21) (12,085.50)	Y Y	N N			. 5	(12,341.71)				
	\$	(11.640.95)	Y	Y	Y	\$	(12,855.50) (11,640.95)					
WOLSELEY INDUSTRIAL CANADA INC. H2 SAFETY	\$	(11,496.89) (11,471.25)	Ť	Y	Y	\$	(15,619.00)					
VDM TRUCKING SERVICE LTD WATTS PROJECTS INC. DASH ENERGY SERVICES LTD.	\$	(11,141.94) (10,959.03) (10,926.54)	Ţ	N N	-	s	(10,926.54)					
TNT HYDRO VAC & LINE LOCATORS LTD.	\$	(10,403.55)	Ÿ	Y N	N		-					
ALL CHOICE RENTALS LTD. GRANT THORNTON LLP	\$	(10,294.20) (10,237.50)	Y N	N .			- s	(10,294.20)				
BARON OILFIELD SUPPLY & PARTNERSHIP FIREMASTER OILFIELD SERVICES INC.	\$	(9,770.92) (9,430.05)	Y Y	N N	Y -	\$	(5,005.62)					
INTEGRITY OILFIELD INC. KATCH KAN BICOFASTER DIRILLING TOOLS	\$	(8,279.25) (8,006.25) (7,875.00)	Y Y	Y	Y	5	(9,576.00) (8,006.25)					
ROCKY MOUNTAIN VALVE SERVICES LTD. MACPHERSON ENERGY CONSULTING LTD.	s s	(7,429.16) (7,350.00)	Y Y	N N			- s	(7,429.16)				
CONNATE WATER SOLUTIONS (1867927 AB LTD) YAMCH SERVICES LTD. RCM TRANSPORT LTD	\$	(7,315.17) (6,877.50) (6,853.20)	Y Y	Y	Y	s s	(7,315.17) (6,877.50)					
	s s	(6.503.37)	Y N	Y .	Y -	\$	(6,853.20) - 5	(6,503.37)				
PROGRESSIVE WELLSITE MANAGEMENT LTD.  DAS NITROGEN SERVICES LTD.  SUMMET LARREST COLUMNS	s s	(6,378.76) (6,292.25)	Y	Y	Y	s	(6,292.25)					
SUMMIT LIABILITY SOLUTIONS 3ES INNOVATION INC. WEATHERFORD CANADA LTD.	\$	(6,274.53) (6,247.50) (6,205.78)	Y Y	N N Y	N							
COLLICUT ENERGY SERVICES WPYFRHAFLISHE	š	(6,062.35)	N Y	- N								
BASELINE PRESSURE TESTERS TAGA NORTH LTD	s s	(5,187.00) (4,977.00)	Y Y	N N								
SYNERGY WELL SERVICING LTD. VAPOR NITROGEN SERVICES LTD.	\$	(4,863.60) (4,754.00)	Y Y	Y N	N -							
ANDY PREFONTAINE ACR OILFIELD SERVICES LTD. GARNET'S OILFIELD TRUCKING INC.	s s	(4,400.00) (3,402.00) (3,391.51)	N N	N								
GARNET'S OILFIELD TRUCKING INC. BAILEY'S WELDING & CONSTRUCTION INC. LD.A. VENTURES LTD.	5 5 5	(3,391.51) (3,268.50) (3,071.25)	Y N	N N				(3,268.50)				
PRIORITY PROJECTS LTD	5 5	(3.052.27)	N Y	- Y	N							
ROTOR-TECH, CANADA LTD. CORROSION TECHNOLOGIES NELSON BROS OILFIELD SERVICES (1997) LTD	s s	(2,886.03) (2,819.32) (2,695.35)	Y Y	N N			- s	(2,819.32) (2,695.35)				
MEDICINE RIVER OIL RECYCLERS LTD SW ENERGY ERONTIERS	\$ \$	(2,589.36) (2,580.50)	Y N	N .			- s	(2,589.36)				
CORE LABORATORIES CANADA LTD LAMB'S TRUCKING LTD.	s s	(2,449.13) (2,388.23)	Y Y	Y N	Y .	\$	(2,449.13) - \$	(2,388.23)				
CANADIAN PRESSURE CONTROL LTD. MRC GLOBAL (CANADA) ULC 2,0000 OUFFED SERVICES (2002) LTD.	\$	(2,047.50) (1,994.32) (1,926.75)	N Y	N N								
2-GOOD CILFIELD SERVICES (2007) LTD. TRYTON TOOL SERVICES GMACK OILFIELD SERVICES LTD.	\$	(1,926.75) (1,881.72) (1,848.00)	· ·	N N								
SILVER FOX SERVICES LTD. 1791069 AB LTD.	s s	(1,842.75) (1,764.00)	N N	-								
BREAK AWAY HOTSHOT LTD. HOPKINS HEAVY HAUL LTD. DELTA RENTAL SERVICES	\$	(1,695.75) (1,286.25) (1,244.59)	Y Y	N N								
664961 ALBERTA LTD.	s s	(1.158.15)	Y N	N N			· s	(1,158.15)				
2075/980 ALBERTA LTD. D&J ENTERPRISES & MAINTENANCE LTD.	s s	(1,134.00) (997.50)	N N	-								
BLACKSTONE CONTROLS O'CHESE FIRST NATION THE SAFETY DEPOT	5	(882.00) (785.00) (654.78)	Y N	N -	- - N							
THE SAFETY DEPOT  ACME ENERGY MARKETING LTD.  TRIPLE FIVE LIMITED	5 5	(654.78) (263.00) (237.44)	N Y	Y - Y	N - N							
STARS SAYER ENERGY ADVISORS	5 5	(53.00)	N N		-							
SECURE ENERGY SERVICES INC	s	313.36	Y	N								

# This is Exhibit "D" Referred to in the Affidavit of Ryan Martin Sworn before me this 17<sup>th</sup> day of May, 2021

A Commissioner for Oaths in and for Alberta

COLIN LAROCHE
A Commissioner for Oaths
in and for Alberta
Student-At-Law, Notary Public

## PLAN SUPPORT AGREEMENT

THIS AGREEMENT is made as of April \_\_20\_\_, 2021.

#### **RECITALS**

WHEREAS Calgary Oil & Gas Syndicate Group Ltd. ("COGL"), Calgary Oil and Gas Intercontinental Group Ltd., Calgary Oil and Syndicate Partners Ltd. and Petroworld Energy Ltd. and T5 SC Oil and Gas Limited Partnership (collectively, the "Petitioners") intend to propose a Plan of Reorganization and Compromise (the "Plan") pursuant to the Companies' Creditors Arrangement Act (the "CCAA" and the "CCAA Proceedings").

WHEREAS the Plan will be submitted, with the exception of holders of claims that fall under Section 5.1(2) of the CCAA and Crown Capital LP Partner Funding Inc., to the holders (the "Affected Creditors") of claims ("Affected Claims") for voting purposes at a meeting of the Affected Creditors (the "Creditors' Meeting") to be held in accordance with the Plan.

WHEREAS COGL and Spartan Delta Corp., a publicly traded company listed on the facilities of the TSX Venture Exchange, will be entering into a definitive agreement providing for a \$37,500,000 equity investment into COGL, which investment, in accordance with the Plan, is expected to result in recovery to the Affected Creditor of 65 to 70% of the value of the Affected Claim.

WHEREAS this support agreement (the "Agreement") confirms the support of the undersigned Holder of an Affected Claim (the "Consenting Creditor"), on the terms and conditions set out herein, for the Plan.

WHEREAS, the Consenting Creditor and the Petitioners are collectively referred to herein as the "Parties", and each of them as a "Party".

**NOW THEREFORE**, in consideration for the covenants and agreements set forth herein, and for other good and valuable consideration, the receipt of which are hereby acknowledged, the Parties hereby agree as follows.

# ARTICLE 1 REPRESENTATIONS AND WARRANTIES

# 1.1 Mutual Representations and Warranties

Each Party represents and warrants to and in favour of the other Parties that this Agreement has been duly executed and delivered by it and constitutes a valid and binding obligation of such Party enforceable against it in accordance with its terms, subject to bankruptcy, insolvency and other laws affecting the enforcement of creditors' rights generally.

# 1.2 Additional Representations and Warranties of the Consenting Creditor

The Consenting Creditor further represents and warrants to and in favour of the Petitioners that (i) it is either the legal and beneficial owner of, or has investment or voting discretion with respect to, the principal amount of the Affected Claim set forth in the confidential "Acknowledgement of Affected Claim" executed by such Consenting Creditor as at the date of this Agreement, the form of which is attached as Schedule "A"; and (ii) it has full power and

authority to vote on and consent to all matters concerning such Affected Claim and to otherwise perform its obligations hereunder in respect of such Affected Claim.

# ARTICLE 2 COVENANTS

#### 2.1 Support for the Plan

- (1) So long as this Agreement shall remain in effect, and subject to the other terms and conditions of this Agreement, the Consenting Creditor agrees for itself and on behalf of the accounts within its control:
  - (a) cooperate with the BDO Canada Limited (the "Monitor") and the Petitioners in good faith to support the restructuring of the Petitioners in the manner contemplated by this Agreement and the Plan;
  - (b) support the Plan and use its commercially reasonable efforts upon the reasonable requests of the Monitor or the Petitioners to facilitate the approval, sanction and implementation of the Plan at the earliest practicable date;
  - (c) not pursue, propose, support or encourage the pursuit, proposal or support of any other restructuring or plan in respect of the Petitioners other than pursuant to the Plan (to the extent the Plan continues to apply to the Petitioners);
  - refrain from doing anything or taking any action that would frustrate the purposes and intent of this Agreement and the restructuring contemplated by the Plan, including without limitation refraining from opposing any motions brought by the Monitor or the Petitioners in support of the Plan and the restructuring contemplated by the Plan, or bringing any motions, or supporting any motions brought by third parties, seeking relief that is not consistent with this Agreement and the restructuring contemplated by the Plan;
  - (e) promptly, upon receipt thereof, irrevocably submit its completed Form of Proxy to BDO Canada Limited, in its capacity as Monitor, designating Matti Lemmens, of the law firm Borden Ladner Gervais LLP, as nominee of the Consenting Creditor with power of substitution to:
    - (i) attend on behalf of and act for the Consenting Creditor at the Creditors' Meeting to be held in connection with the Plan, and at any adjournments thereof;
    - (ii) irrevocably vote the full amount of the Consenting Creditor's Affected Claim for approval of the Plan; and
  - (f) not sell, transfer, assign or permit the sale, transfer or assignment of, any of its Affected Claim, unless the transferee thereof agrees in writing for the benefit of the Parties hereto to be bound by this Agreement and the Plan and executes and delivers to the Parties a counterpart signature page of this Agreement. Any sale, transfer or assignment of an Affected Claim by a Consenting Creditor not in compliance with the requirements of this Article shall be void *ab initio*.

# ARTICLE 3 TERMINATION

#### 3.1 Termination of this Agreement

This Agreement and the obligations of the Parties hereunder shall terminate upon the earliest to occur of (such earliest date being the "Expiry Date"): (a) written notice by a Party to the other Parties that (i) any court (including the Court of Queen's Bench of Alberta (the "Court")) has declared, in a final order not subject to appeal, this Agreement to be unenforceable; or (ii) the Plan is not approved following a vote by the necessary amount of creditors required under the CCAA or, if so approved, is not sanctioned by the Court and all appeals of such order have been exhausted; (b) implementation of the Plan; or (c) June 30, 2021.

# ARTICLE 4 MISCELLANEOUS

#### 4.1 Consideration

It is hereby acknowledged by the Parties hereto that no consideration shall be due or paid to the Consenting Creditor for its agreement to vote to accept the Plan in accordance with the terms and conditions of this Agreement, other than the Petitioners' commitment to use commercially reasonable efforts to obtain approval of the Plan by the requisite majorities of holders of Affected Claims and the Court in accordance with the terms and conditions of this Agreement.

### 4.2 Amendments, Waivers and Assignments

Any provision in this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by each of the Parties hereto, or in the case of a waiver, by the Party against whom the waiver is to be effective. No assignment of this Agreement or any provision hereof is effective without the prior written consent of the other Parties.

## 4.3 No Third Party Beneficiaries

This Agreement is solely for the benefit of the Parties and their respective heirs, executors, administrators, other legal representatives, successors and permitted assigns, and this Agreement will not be deemed to confer upon or give to any other person, entity or party any remedy, claim, liability, reimbursement, cause of action or other right.

#### 4.4 Severability

If any term or other provision of this Agreement is found by a court of competent jurisdiction in the Province of Alberta, including the Court, be invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement as necessary so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the terms of this Agreement remain as originally contemplated to the fullest extent possible.

#### 4.5 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein.

#### 4.6 Headings

The headings of the sections, paragraphs and subsections of this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement.

#### 4.7 Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same Agreement. Executed copies of this Agreement may be delivered by facsimile or email.

[Signature Page Follows]

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed and delivered by its duly authorized officer as of the date first written above.

CALGARY OIL & GAS SYNDICATE GROUP LTD. ON ITS OWN BEHALF AND ON BEHALF OF CALGARY OIL AND GAS INTERCONTINENTAL GROUP LTD., CALGARY OIL AND SYNDICATE PARTNERS LTD. AND PETROWORLD ENERGY LTD. AND T5 SC OIL AND GAS LIMITED PARTNERSHIP

Name:		
	*******************************	 
Title:		

Alberta Tubular Products Ltd.

Per:

Name: Meike Wielebski

Title: CFO

## SCHEDULE "A"

# **STRICTLY CONFIDENTIAL**

# **ACKNOWLEDGEMENT OF AFFECTED CLAIM**

то:	CALGARY OIL & GAS SYNDICATE GROUP LTD., CALGARY OIL AND GAS INTERCONTINENTAL GROUP LTD., CALGARY OIL AND SYNDICATE PARTNERS LTD. AND PETROWORLD ENERGY LTD. AND T5 SC OIL AND GAS LIMITED PARTNERSHIP						
RE:	Acknowledgment of Holdings of Affected Claim						
nereor regard	REAS the undersigned has entered into the Plan Support Agreement as of the date ing the principal terms of the restructuring of the Affected Claim pursuant to the n Support Agreement");						
<b>WHEREAS</b> capitalized terms used herein but not defined have the meanings ascribed to them in the Plan Support Agreement;							
that, as at the voting authorit	<b>EAS</b> the undersigned represents and warrants in the Plan Support Agreement date of the Plan Support Agreement, it (or a client for which it has investment or ty) is a legal and beneficial holder of Affected Claim in the aggregate principal forth in an executed acknowledgment;						
which it has in	THEREFORE pursuant to the Plan Support Agreement, the undersigned hereby and confirms that, as at the date of the Plan Support Agreement, it (or a client for vestment or voting authority) is the holder of CDN\$_126,460.93 gate principal amount of Affected Claim.						
This Ad Support Agree Support Agree	cknowledgement is delivered pursuant to the terms and conditions of the Plan ement and is hereby incorporated into and made subject to the terms of the ment.						
	Name of Consenting Creditor:						
Dated:A	April 20, 2021. Per:Name: Meike Wielebski						
	Title: CEO						

I have the authority to bind the party named herein.

# PLAN SUPPORT AGREEMENT

THIS AGREEMENT is made as of April <u>20</u>, 2021.

#### **RECITALS**

WHEREAS Calgary Oil & Gas Syndicate Group Ltd. ("COGL"), Calgary Oil and Gas Intercontinental Group Ltd., Calgary Oil and Syndicate Partners Ltd. and Petroworld Energy Ltd. and T5 SC Oil and Gas Limited Partnership (collectively, the "Petitioners") intend to propose a Plan of Reorganization and Compromise (the "Plan") pursuant to the Companies' Creditors Arrangement Act (the "CCAA" and the "CCAA Proceedings").

WHEREAS the Plan will be submitted, with the exception of holders of claims that fall under Section 5.1(2) of the CCAA and Crown Capital LP Partner Funding Inc., to the holders (the "Affected Creditors") of claims ("Affected Claims") for voting purposes at a meeting of the Affected Creditors (the "Creditors' Meeting") to be held in accordance with the Plan.

WHEREAS COGL and Spartan Delta Corp., a publicly traded company listed on the facilities of the TSX Venture Exchange, will be entering into a definitive agreement providing for a \$37,500,000 equity investment into COGL, which investment, in accordance with the Plan, is expected to result in recovery to the Affected Creditor of 65 to 70% of the value of the Affected Claim.

**WHEREAS** this support agreement (the "**Agreement**") confirms the support of the undersigned Holder of an Affected Claim (the "**Consenting Creditor**"), on the terms and conditions set out herein, for the Plan.

**WHEREAS**, the Consenting Creditor and the Petitioners are collectively referred to herein as the "Parties", and each of them as a "Party".

**NOW THEREFORE**, in consideration for the covenants and agreements set forth herein, and for other good and valuable consideration, the receipt of which are hereby acknowledged, the Parties hereby agree as follows.

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  - (a) cooperate with the BDO Canada Limited (the "Monitor") and the Petitioners in good faith to support the restructuring of the Petitioners in the manner contemplated by this Agreement and the Plan;
  - (b) support the Plan and use its commercially reasonable efforts upon the reasonable requests of the Monitor or the Petitioners to facilitate the approval, sanction and implementation of the Plan at the earliest practicable date;
  - (c) not pursue, propose, support or encourage the pursuit, proposal or support of any other restructuring or plan in respect of the Petitioners other than pursuant to the Plan (to the extent the Plan continues to apply to the Petitioners);
  - refrain from doing anything or taking any action that would frustrate the purposes and intent of this Agreement and the restructuring contemplated by the Plan, including without limitation refraining from opposing any motions brought by the Monitor or the Petitioners in support of the Plan and the restructuring contemplated by the Plan, or bringing any motions, or supporting any motions brought by third parties, seeking relief that is not consistent with this Agreement and the restructuring contemplated by the Plan;
  - (e) promptly, upon receipt thereof, irrevocably submit its completed Form of Proxy to BDO Canada Limited, in its capacity as Monitor, designating Matti Lemmens, of the law firm Borden Ladner Gervais LLP, as nominee of the Consenting Creditor with power of substitution to:
    - (i) attend on behalf of and act for the Consenting Creditor at the Creditors' Meeting to be held in connection with the Plan, and at any adjournments thereof;
    - (ii) irrevocably vote the full amount of the Consenting Creditor's Affected Claim for approval of the Plan; and
  - (f) not sell, transfer, assign or permit the sale, transfer or assignment of, any of its Affected Claim, unless the transferee thereof agrees in writing for the benefit of the Parties hereto to be bound by this Agreement and the Plan and executes and delivers to the Parties a counterpart signature page of this Agreement. Any sale, transfer or assignment of an Affected Claim by a Consenting Creditor not in compliance with the requirements of this Article shall be void *ab initio*.

# ARTICLE 3 TERMINATION

## 3.1 Termination of this Agreement

This Agreement and the obligations of the Parties hereunder shall terminate upon the earliest to occur of (such earliest date being the "Expiry Date"): (a) written notice by a Party to the other Parties that (i) any court (including the Court of Queen's Bench of Alberta (the "Court")) has declared, in a final order not subject to appeal, this Agreement to be unenforceable; or (ii) the Plan is not approved following a vote by the necessary amount of creditors required under the CCAA or, if so approved, is not sanctioned by the Court and all appeals of such order have been exhausted; (b) implementation of the Plan; or (c) June 30, 2021.

# ARTICLE 4 MISCELLANEOUS

#### 4.1 Consideration

It is hereby acknowledged by the Parties hereto that no consideration shall be due or paid to the Consenting Creditor for its agreement to vote to accept the Plan in accordance with the terms and conditions of this Agreement, other than the Petitioners' commitment to use commercially reasonable efforts to obtain approval of the Plan by the requisite majorities of holders of Affected Claims and the Court in accordance with the terms and conditions of this Agreement.

## 4.2 Amendments, Waivers and Assignments

Any provision in this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by each of the Parties hereto, or in the case of a waiver, by the Party against whom the waiver is to be effective. No assignment of this Agreement or any provision hereof is effective without the prior written consent of the other Parties.

## 4.3 No Third Party Beneficiaries

This Agreement is solely for the benefit of the Parties and their respective heirs, executors, administrators, other legal representatives, successors and permitted assigns, and this Agreement will not be deemed to confer upon or give to any other person, entity or party any remedy, claim, liability, reimbursement, cause of action or other right.

## **4.4** Severability

If any term or other provision of this Agreement is found by a court of competent jurisdiction in the Province of Alberta, including the Court, be invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement as necessary so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the terms of this Agreement remain as originally contemplated to the fullest extent possible.

## 4.5 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein.

#### 4.6 Headings

The headings of the sections, paragraphs and subsections of this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement.

## 4.7 Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same Agreement. Executed copies of this Agreement may be delivered by facsimile or email.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered by its duly authorized officer as of the date first written above.

> CALGARY OIL & GAS SYNDICATE GROUP LTD. ON ITS OWN BEHALF AND ON BEHALF OF CALGARY OIL AND GAS INTERCONTINENTAL **GROUP LTD., CALGARY OIL AND SYNDICATE** PARTNERS LTD. AND PETROWORLD ENERGY LTD. AND T5 SC OIL AND GAS LIMITED **PARTNERSHIP**

⊃er:		
	Name: Title:	

[INSERT NAME OF CREDITOR]

Per: Aspire Energy Resources Inc.
Name: Craig Clark
Title: Vice President

#### SCHEDULE "A"

#### STRICTLY CONFIDENTIAL

## **ACKNOWLEDGEMENT OF AFFECTED CLAIM**

TO:

CALGARY OIL & GAS SYNDICATE GROUP LTD., CALGARY OIL AND GAS INTERCONTINENTAL GROUP LTD., CALGARY OIL AND SYNDICATE PARTNERS LTD. AND PETROWORLD ENERGY LTD. AND T5 SC OIL AND **GAS LIMITED PARTNERSHIP** 

RE:

Acknowledgment of Holdings of Affected Claim

WHEREAS the undersigned has entered into the Plan Support Agreement as of the date hereof regarding the principal terms of the restructuring of the Affected Claim pursuant to the Plan (the "Plan Support Agreement");

WHEREAS capitalized terms used herein but not defined have the meanings ascribed to them in the Plan Support Agreement:

WHEREAS the undersigned represents and warrants in the Plan Support Agreement that, as at the date of the Plan Support Agreement, it (or a client for which it has investment or voting authority) is a legal and beneficial holder of Affected Claim in the aggregate principal amount(s) set forth in an executed acknowledgment;

NOW THEREFORE pursuant to the Plan Support Agreement, the undersigned hereby acknowledges and confirms that, as at the date of the Plan Support Agreement, it (or a client for which it has investment or voting authority) is the holder of CDN\$ 11640.95 aggregate principal amount of Affected Claim.

This Acknowledgement is delivered pursuant to the terms and conditions of the Plan Support Agreement and is hereby incorporated into and made subject to the terms of the Support Agreement.

Name of Consenting Creditor:

Dated: Noril 20, 2021.

I have the authority to bind the party named herein.

# Aspire Energy Resources Inc.

22 McKenzie Drive Red Deer County, Alberta T4S 2H4 invoices@aspireenergy.com

# INVOICE

Invoice No.:

6428

Date:

03/18/2020

Ship Date:

Page:

Re: Order No.

Sold to:

Triple Five Intercontinental Group

9401 - 117 St

Grande Prairie, Alberta T8W 0C7

Ship to:

Triple Five Intercontinental Group 9401 - 117 St

Grande Prairie, Alberta T8W 0C7

Business No.:

72146 3289

Item No."	Unit	Quantity	Description	Tax	Unit Price	Amount
		1	Supply 2 Pickers and 2 Trucks to Load and Haul 2 Tank Separators from Aspire Energy to 13-18-43-8-W5 and Unload	g	11,086.62	11,086.62
			Aspire Job#5396 AFE: 194001 LSD: 13-18-43-8 W5M Attention: Jerry McIellan			
	A PARTITION AND A PARTITION AN	·	Subtotal:			11,086.62
			g - GST 5% GST			554.33
	:					
	i.			:	,	
			,			
	urces Inc. GST: #7					
Shipped By: Tracking Number: Total Amount					11,640.95	
Comment: A restocking fee of 25% will apply to all cancelled orders  Armount Paid					0.00	
Sold By:		·			Amount Owing	11,640.95

### **PLAN SUPPORT AGREEMENT**

THIS AGREEMENT is made as of April 21, 2021.

#### **RECITALS**

WHEREAS Calgary Oil & Gas Syndicate Group Ltd. ("COGL"), Calgary Oil and Gas Intercontinental Group Ltd., Calgary Oil and Syndicate Partners Ltd. and Petroworld Energy Ltd. and T5 SC Oil and Gas Limited Partnership (collectively, the "Petitioners") intend to propose a Plan of Reorganization and Compromise (the "Plan") pursuant to the Companies' Creditors Arrangement Act (the "CCAA" and the "CCAA Proceedings").

WHEREAS the Plan will be submitted, with the exception of holders of claims that fall under Section 5.1(2) of the CCAA and Crown Capital LP Partner Funding Inc., to the holders (the "Affected Creditors") of claims ("Affected Claims") for voting purposes at a meeting of the Affected Creditors (the "Creditors' Meeting") to be held in accordance with the Plan.

WHEREAS COGL and Spartan Delta Corp., a publicly traded company listed on the facilities of the TSX Venture Exchange, will be entering into a definitive agreement providing for a \$37,500,000 equity investment into COGL, which investment, in accordance with the Plan, is expected to result in recovery to the Affected Creditor of 65 to 70% of the value of the Affected Claim.

**WHEREAS** this support agreement (the "Agreement") confirms the support of the undersigned Holder of an Affected Claim (the "Consenting Creditor"), on the terms and conditions set out herein, for the Plan.

**WHEREAS**, the Consenting Creditor and the Petitioners are collectively referred to herein as the "Parties", and each of them as a "Party".

**NOW THEREFORE**, in consideration for the covenants and agreements set forth herein, and for other good and valuable consideration, the receipt of which are hereby acknowledged, the Parties hereby agree as follows.

# ARTICLE 1 REPRESENTATIONS AND WARRANTIES

### 1.1 Mutual Representations and Warranties

Each Party represents and warrants to and in favour of the other Parties that this Agreement has been duly executed and delivered by it and constitutes a valid and binding obligation of such Party enforceable against it in accordance with its terms, subject to bankruptcy, insolvency and other laws affecting the enforcement of creditors' rights generally.

### **1.2** Additional Representations and Warranties of the Consenting Creditôr

The Consenting Creditor further represents and warrants to and in favour of the Petitioners that (i) it is either the legal and beneficial owner of, or has investment or voting discretion with respect to, the principal amount of the Affected Claim set forth in the confidential "Acknowledgement of Affected Claim" executed by such Consenting Creditor as at the date of this Agreement, the form of which is attached as Schedule "A"; and (ii) it has full power and

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authority to vote on and consent to all matters concerning such Affected Claim and to otherwise perform its obligations hereunder in respect of such Affected Claim.

# ARTICLE 2 COVENANTS

## 2.1 Support for the Plan

- (1) So long as this Agreement shall remain in effect, and subject to the other terms and conditions of this Agreement, the Consenting Creditor agrees for itself and on behalf of the accounts within its control:
  - (a) cooperate with the BDO Canada Limited (the "Monitor") and the Petitioners in good faith to support the restructuring of the Petitioners in the manner contemplated by this Agreement and the Plan;
  - (b) support the Plan and use its commercially reasonable efforts upon the reasonable requests of the Monitor or the Petitioners to facilitate the approval, sanction and implementation of the Plan at the earliest practicable date;
  - (c) not pursue, propose, support or encourage the pursuit, proposal or support of any other restructuring or plan in respect of the Petitioners other than pursuant to the Plan (to the extent the Plan continues to apply to the Petitioners);
  - (d) refrain from doing anything or taking any action that would frustrate the purposes and intent of this Agreement and the restructuring contemplated by the Plan, including without limitation refraining from opposing any motions brought by the Monitor or the Petitioners in support of the Plan and the restructuring contemplated by the Plan, or bringing any motions, or supporting any motions brought by third parties, seeking relief that is not consistent with this Agreement and the restructuring contemplated by the Plan;
  - (e) promptly, upon receipt thereof, irrevocably submit its completed Form of Proxy to BDO Canada Limited, in its capacity as Monitor, designating Matti Lemmens, of the law firm Borden Ladner Gervais LLP, as nominee of the Consenting Creditor with power of substitution to:
    - (i) attend on behalf of and act for the Consenting Creditor at the Creditors' Meeting to be held in connection with the Plan, and at any adjournments thereof;
    - (ii) irrevocably vote the full amount of the Consenting Creditor's Affected Claim for approval of the Plan; and
  - (f) not sell, transfer, assign or permit the sale, transfer or assignment of, any of its Affected Claim, unless the transferee thereof agrees in writing for the benefit of the Parties hereto to be bound by this Agreement and the Plan and executes and delivers to the Parties a counterpart signature page of this Agreement. Any sale, transfer or assignment of an Affected Claim by a Consenting Creditor not in compliance with the requirements of this Article shall be void *ab initio*.

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# ARTICLE 3 TERMINATION

### **3.1** Termination of this Agreement

This Agreement and the obligations of the Parties hereunder shall terminate upon the earliest to occur of (such earliest date being the "Expiry Date"): (a) written notice by a Party to the other Parties that (i) any court (including the Court of Queen's Bench of Alberta (the "Court")) has declared, in a final order not subject to appeal, this Agreement to be unenforceable; or (ii) the Plan is not approved following a vote by the necessary amount of creditors required under the CCAA or, if so approved, is not sanctioned by the Court and all appeals of such order have been exhausted; (b) implementation of the Plan; or (c) June 30, 2021.

# ARTICLE 4 MISCELLANEOUS

### 4.1 Consideration

It is hereby acknowledged by the Parties hereto that no consideration shall be due or paid to the Consenting Creditor for its agreement to vote to accept the Plan in accordance with the terms and conditions of this Agreement, other than the Petitioners' commitment to use commercially reasonable efforts to obtain approval of the Plan by the requisite majorities of holders of Affected Claims and the Court in accordance with the terms and conditions of this Agreement.

## 4.2 Amendments, Waivers and Assignments

Any provision in this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by each of the Parties hereto, or in the case of a waiver, by the Party against whom the waiver is to be effective. No assignment of this Agreement or any provision hereof is effective without the prior written consent of the other Parties.

### 4.3 No Third Party Beneficiaries

This Agreement is solely for the benefit of the Parties and their respective heirs, executors, administrators, other legal representatives, successors and permitted assigns, and this Agreement will not be deemed to confer upon or give to any other person, entity or party any remedy, claim, liability, reimbursement, cause of action or other right.

#### 4.4 Severability

If any term or other provision of this Agreement is found by a court of competent jurisdiction in the Province of Alberta, including the Court, be invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement as necessary so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the terms of this Agreement remain as originally contemplated to the fullest extent possible.

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### **4.5** Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein.

## 4.6 Headings

The headings of the sections, paragraphs and subsections of this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement.

## 4.7 Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same Agreement. Executed copies of this Agreement may be delivered by facsimile or email.

[Signature Page Follows]

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**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed and delivered by its duly authorized officer as of the date first written above.

CALGARY OIL & GAS SYNDICATE GROUP LTD.
ON ITS OWN BEHALF AND ON BEHALF OF
CALGARY OIL AND GAS INTERCONTINENTAL
GROUP LTD., CALGARY OIL AND SYNDICATE
PARTNERS LTD. AND PETROWORLD ENERGY
LTD. AND T5 SC OIL AND GAS LIMITED
PARTNERSHIP

er:				
	Name:			

Aztec Engineering Inc.

Per:

Name: Jason Kolosky Title: President

### **SCHEDULE "A"**

### STRICTLY CONFIDENTIAL

### **ACKNOWLEDGEMENT OF AFFECTED CLAIM**

TO:

CALGARY OIL & GAS SYNDICATE GROUP LTD., CALGARY OIL AND GAS INTERCONTINENTAL GROUP LTD., CALGARY OIL AND SYNDICATE PARTNERS LTD. AND PETROWORLD ENERGY LTD. AND T5 SC OIL AND

GAS LIMITED PARTNERSHIP

RE:

Acknowledgment of Holdings of Affected Claim

**WHEREAS** the undersigned has entered into the Plan Support Agreement as of the date hereof regarding the principal terms of the restructuring of the Affected Claim pursuant to the Plan (the "Plan Support Agreement");

**WHEREAS** capitalized terms used herein but not defined have the meanings ascribed to them in the Plan Support Agreement;

WHEREAS the undersigned represents and warrants in the Plan Support Agreement that, as at the date of the Plan Support Agreement, it (or a client for which it has investment or voting authority) is a legal and beneficial holder of Affected Claim in the aggregate principal amount(s) set forth in an executed acknowledgment;

NOW THEREFORE pursuant to the Plan Support Agreement, the undersigned hereby acknowledges and confirms that, as at the date of the Plan Support Agreement, it (or a client for which it has investment or voting authority) is the holder of CDN\$ 24, 744.

This Acknowledgement is delivered pursuant to the terms and conditions of the Plan Support Agreement and is hereby incorporated into and made subject to the terms of the Support Agreement.

Per:

Name of Consenting Creditor:

Aztec Engineering Inc.

Dated: April 21, 2021.

Name: Jason Kolosky Title: President

I have the authority to bind the party named herein.

#### PLAN SUPPORT AGREEMENT

THIS AGREEMENT is made as of April \_\_\_\_\_, 2021.

#### RECITALS

**WHEREAS** Calgary Oil & Gas Syndicate Group Ltd. ("COGL"), Calgary Oil and Gas Intercontinental Group Ltd., Calgary Oil and Syndicate Partners Ltd. and Petroworld Energy Ltd. and T5 SC Oil and Gas Limited Partnership (collectively, the "Petitioners") intend to propose a Plan of Reorganization and Compromise (the "Plan") pursuant to the *Companies' Creditors Arrangement Act* (the "CCAA" and the "CCAA Proceedings").

WHEREAS the Plan will be submitted, with the exception of holders of claims that fall under Section 5.1(2) of the CCAA and Crown Capital LP Partner Funding Inc., to the holders (the "Affected Creditors") of claims ("Affected Claims") for voting purposes at a meeting of the Affected Creditors (the "Creditors' Meeting") to be held in accordance with the Plan.

WHEREAS COGL and Spartan Delta Corp., a publicly traded company listed on the facilities of the TSX Venture Exchange, will be entering into a definitive agreement providing for a \$37,500,000 equity investment into COGL, which investment, in accordance with the Plan, is expected to result in recovery to the Affected Creditor of 65 to 70% of the value of the Affected Claim.

**WHEREAS** this support agreement (the "**Agreement**") confirms the support of the undersigned Holder of an Affected Claim (the "**Consenting Creditor**"), on the terms and conditions set out herein, for the Plan.

**WHEREAS**, the Consenting Creditor and the Petitioners are collectively referred to herein as the "Parties", and each of them as a "Party".

**NOW THEREFORE**, in consideration for the covenants and agreements set forth herein, and for other good and valuable consideration, the receipt of which are hereby acknowledged, the Parties hereby agree as follows.

# ARTICLE 1 REPRESENTATIONS AND WARRANTIES

#### **1.1** Mutual Representations and Warranties

Each Party represents and warrants to and in favour of the other Parties that this Agreement has been duly executed and delivered by it and constitutes a valid and binding obligation of such Party enforceable against it in accordance with its terms, subject to bankruptcy, insolvency and other laws affecting the enforcement of creditors' rights generally.

### 1.2 Additional Representations and Warranties of the Consenting Creditor

The Consenting Creditor further represents and warrants to and in favour of the Petitioners that (i) it is either the legal and beneficial owner of, or has investment or voting discretion with respect to, the principal amount of the Affected Claim set forth in the confidential "Acknowledgement of Affected Claim" executed by such Consenting Creditor as at the date of this Agreement, the form of which is attached as <u>Schedule "A"</u>; and (ii) it has full power and

authority to vote on and consent to all matters concerning such Affected Claim and to otherwise perform its obligations hereunder in respect of such Affected Claim.

# ARTICLE 2 COVENANTS

## **2.1** Support for the Plan

- (1) So long as this Agreement shall remain in effect, and subject to the other terms and conditions of this Agreement, the Consenting Creditor agrees for itself and on behalf of the accounts within its control:
  - (a) cooperate with the BDO Canada Limited (the "Monitor") and the Petitioners in good faith to support the restructuring of the Petitioners in the manner contemplated by this Agreement and the Plan;
  - (b) support the Plan and use its commercially reasonable efforts upon the reasonable requests of the Monitor or the Petitioners to facilitate the approval, sanction and implementation of the Plan at the earliest practicable date;
  - (c) not pursue, propose, support or encourage the pursuit, proposal or support of any other restructuring or plan in respect of the Petitioners other than pursuant to the Plan (to the extent the Plan continues to apply to the Petitioners);
  - (d) refrain from doing anything or taking any action that would frustrate the purposes and intent of this Agreement and the restructuring contemplated by the Plan, including without limitation refraining from opposing any motions brought by the Monitor or the Petitioners in support of the Plan and the restructuring contemplated by the Plan, or bringing any motions, or supporting any motions brought by third parties, seeking relief that is not consistent with this Agreement and the restructuring contemplated by the Plan;
  - (e) promptly, upon receipt thereof, irrevocably submit its completed Form of Proxy to BDO Canada Limited, in its capacity as Monitor, designating Matti Lemmens, of the law firm Borden Ladner Gervais LLP, as nominee of the Consenting Creditor with power of substitution to:
    - (i) attend on behalf of and act for the Consenting Creditor at the Creditors' Meeting to be held in connection with the Plan, and at any adjournments thereof;
    - (ii) irrevocably vote the full amount of the Consenting Creditor's Affected Claim for approval of the Plan; and
  - (f) not sell, transfer, assign or permit the sale, transfer or assignment of, any of its Affected Claim, unless the transferee thereof agrees in writing for the benefit of the Parties hereto to be bound by this Agreement and the Plan and executes and delivers to the Parties a counterpart signature page of this Agreement. Any sale, transfer or assignment of an Affected Claim by a Consenting Creditor not in compliance with the requirements of this Article shall be void *ab initio*.

# ARTICLE 3 TERMINATION

## **3.1** Termination of this Agreement

This Agreement and the obligations of the Parties hereunder shall terminate upon the earliest to occur of (such earliest date being the "Expiry Date"): (a) written notice by a Party to the other Parties that (i) any court (including the Court of Queen's Bench of Alberta (the "Court")) has declared, in a final order not subject to appeal, this Agreement to be unenforceable; or (ii) the Plan is not approved following a vote by the necessary amount of creditors required under the CCAA or, if so approved, is not sanctioned by the Court and all appeals of such order have been exhausted; (b) implementation of the Plan; or (c) June 30, 2021.

# ARTICLE 4 MISCELLANEOUS

### 4.1 Consideration

It is hereby acknowledged by the Parties hereto that no consideration shall be due or paid to the Consenting Creditor for its agreement to vote to accept the Plan in accordance with the terms and conditions of this Agreement, other than the Petitioners' commitment to use commercially reasonable efforts to obtain approval of the Plan by the requisite majorities of holders of Affected Claims and the Court in accordance with the terms and conditions of this Agreement.

### **4.2** Amendments, Waivers and Assignments

Any provision in this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by each of the Parties hereto, or in the case of a waiver, by the Party against whom the waiver is to be effective. No assignment of this Agreement or any provision hereof is effective without the prior written consent of the other Parties.

### 4.3 No Third Party Beneficiaries

This Agreement is solely for the benefit of the Parties and their respective heirs, executors, administrators, other legal representatives, successors and permitted assigns, and this Agreement will not be deemed to confer upon or give to any other person, entity or party any remedy, claim, liability, reimbursement, cause of action or other right.

### 4.4 Severability

If any term or other provision of this Agreement is found by a court of competent jurisdiction in the Province of Alberta, including the Court, be invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement as necessary so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the terms of this Agreement remain as originally contemplated to the fullest extent possible.

### **4.5** Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein.

### 4.6 Headings

The headings of the sections, paragraphs and subsections of this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement.

### 4.7 Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same Agreement. Executed copies of this Agreement may be delivered by facsimile or email.

[Signature Page Follows]

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed and delivered by its duly authorized officer as of the date first written above.

CALGARY OIL & GAS SYNDICATE GROUP LTD.
ON ITS OWN BEHALF AND ON BEHALF OF
CALGARY OIL AND GAS INTERCONTINENTAL
GROUP LTD., CALGARY OIL AND SYNDICATE
PARTNERS LTD. AND PETROWORLD ENERGY
LTD. AND T5 SC OIL AND GAS LIMITED
PARTNERSHIP

Per:	
	Name: Title:
[INSI	ERT NAME OF CREDITOR]
Baror	o Oilfield Supply A Partnership of Corporations
Per:	
	Name: Barry Smith Title: President

### **SCHEDULE "A"**

### STRICTLY CONFIDENTIAL

#### ACKNOWLEDGEMENT OF AFFECTED CLAIM

TO:	CALGARY OIL & G	AS SYNDICA	ATE GROUP L	TD., CALGARY	OIL AND GAS
	INTERCONTINENTA	AL GROUP	LTD., CALG	ARY OIL AN	D SYNDICATE
	PARTNERS LTD. A	ND PETROV	VORLD ENERG	GY LTD. AND 1	5 SC OIL AND

**GAS LIMITED PARTNERSHIP** 

RE: Acknowledgment of Holdings of Affected Claim

**WHEREAS** the undersigned has entered into the Plan Support Agreement as of the date hereof regarding the principal terms of the restructuring of the Affected Claim pursuant to the Plan (the "Plan Support Agreement");

**WHEREAS** capitalized terms used herein but not defined have the meanings ascribed to them in the Plan Support Agreement;

WHEREAS the undersigned represents and warrants in the Plan Support Agreement that, as at the date of the Plan Support Agreement, it (or a client for which it has investment or voting authority) is a legal and beneficial holder of Affected Claim in the aggregate principal amount(s) set forth in an executed acknowledgment;

**NOW THEREFORE** pursuant to the Plan Support Agreement, the undersigned hereby acknowledges and confirms that, as at the date of the Plan Support Agreement, it (or a client for which it has investment or voting authority) is the holder of CDN\$ 5005.62 aggregate principal amount of Affected Claim.

This Acknowledgement is delivered pursuant to the terms and conditions of the Plan Support Agreement and is hereby incorporated into and made subject to the terms of the Support Agreement.

## Name of Consenting Creditor:

			Baron Oilfield Supply A Partnership of Corporations	
Dated:	APRIL 19	, 2021.	Per:	
			Name: Barry Smith	
			<sup>Title:</sup> President	
			I have the authority to bind the party na herein.	ımed

#### **SCHEDULE "A"**

#### STRICTLY CONFIDENTIAL

### **ACKNOWLEDGEMENT OF AFFECTED CLAIM**

TO:

CALGARY OIL & GAS SYNDICATE GROUP LTD., CALGARY OIL AND GAS INTERCONTINENTAL GROUP LTD., CALGARY OIL AND SYNDICATE PARTNERS LTD. AND PETROWORLD ENERGY LTD. AND T5 SC OIL AND GAS LIMITED PARTNERSHIP

RE:

Acknowledgment of Holdings of Affected Claim

WHEREAS the undersigned has entered into the Plan Support Agreement as of the date hereof regarding the principal terms of the restructuring of the Affected Claim pursuant to the Plan (the "Plan Support Agreement");

**WHEREAS** capitalized terms used herein but not defined have the meanings ascribed to them in the Plan Support Agreement;

WHEREAS the undersigned represents and warrants in the Plan Support Agreement that, as at the date of the Plan Support Agreement, it (or a client for which it has investment or voting authority) is a legal and beneficial holder of Affected Claim in the aggregate principal amount(s) set forth in an executed acknowledgment;

NOW THEREFORE pursuant to the Plan Support Agreement, the undersigned hereby acknowledges and confirms that, as at the date of the Plan Support Agreement, it (or a client for which it has investment or voting authority) is the holder of CDN\$ \$472,040.81 aggregate principal amount of Affected Claim.

This Acknowledgement is delivered pursuant to the terms and conditions of the Plan Support Agreement and is hereby incorporated into and made subject to the terms of the Support Agreement.

Name of Consenting Creditor:

Blackstone Drilling Fluids Ltd.

Dated: April 19, 2021.

Nama: Bob Markk

Title: President

I have the authority to bind the party named herein.

### PLAN SUPPORT AGREEMENT

THIS AGREEMENT is made as of April <u>19</u>, 2021.

#### **RECITALS**

WHEREAS Calgary Oil & Gas Syndicate Group Ltd. ("COGL"), Calgary Oil and Gas Intercontinental Group Ltd., Calgary Oil and Syndicate Partners Ltd. and Petroworld Energy Ltd. and T5 SC Oil and Gas Limited Partnership (collectively, the "Petitioners") intend to propose a Plan of Reorganization and Compromise (the "Plan") pursuant to the Companies' Creditors Arrangement Act (the "CCAA" and the "CCAA Proceedings").

WHEREAS the Plan will be submitted, with the exception of holders of claims that fall under Section 5.1(2) of the CCAA and Crown Capital LP Partner Funding Inc., to the holders (the "Affected Creditors") of claims ("Affected Claims") for voting purposes at a meeting of the Affected Creditors (the "Creditors' Meeting") to be held in accordance with the Plan.

WHEREAS COGL and Spartan Delta Corp., a publicly traded company listed on the facilities of the TSX Venture Exchange, will be entering into a definitive agreement providing for a \$37,500,000 equity investment into COGL, which investment, in accordance with the Plan, is expected to result in recovery to the Affected Creditor of 65 to 70% of the value of the Affected Claim.

WHEREAS this support agreement (the "Agreement") confirms the support of the undersigned Holder of an Affected Claim (the "Consenting Creditor"), on the terms and conditions set out herein, for the Plan.

WHEREAS, the Consenting Creditor and the Petitioners are collectively referred to herein as the "Parties", and each of them as a "Party".

**NOW THEREFORE**, in consideration for the covenants and agreements set forth herein, and for other good and valuable consideration, the receipt of which are hereby acknowledged, the Parties hereby agree as follows.

# ARTICLE 1 REPRESENTATIONS AND WARRANTIES

### 1.1 Mutual Representations and Warranties

Each Party represents and warrants to and in favour of the other Parties that this Agreement has been duly executed and delivered by it and constitutes a valid and binding obligation of such Party enforceable against it in accordance with its terms, subject to bankruptcy, insolvency and other laws affecting the enforcement of creditors' rights generally.

### 1.2 Additional Representations and Warranties of the Consenting Creditor

The Consenting Creditor further represents and warrants to and in favour of the Petitioners that (i) it is either the legal and beneficial owner of, or has investment or voting discretion with respect to, the principal amount of the Affected Claim set forth in the confidential "Acknowledgement of Affected Claim" executed by such Consenting Creditor as at the date of this Agreement, the form of which is attached as <a href="Schedule "A"</a>; and (ii) it has full power and

authority to vote on and consent to all matters concerning such Affected Claim and to otherwise perform its obligations hereunder in respect of such Affected Claim.

# ARTICLE 2 COVENANTS

### 2.1 Support for the Plan

- (1) So long as this Agreement shall remain in effect, and subject to the other terms and conditions of this Agreement, the Consenting Creditor agrees for itself and on behalf of the accounts within its control:
  - (a) cooperate with the BDO Canada Limited (the "Monitor") and the Petitioners in good faith to support the restructuring of the Petitioners in the manner contemplated by this Agreement and the Plan;
  - (b) support the Plan and use its commercially reasonable efforts upon the reasonable requests of the Monitor or the Petitioners to facilitate the approval, sanction and implementation of the Plan at the earliest practicable date;
  - (c) not pursue, propose, support or encourage the pursuit, proposal or support of any other restructuring or plan in respect of the Petitioners other than pursuant to the Plan (to the extent the Plan continues to apply to the Petitioners);
  - (d) refrain from doing anything or taking any action that would frustrate the purposes and intent of this Agreement and the restructuring contemplated by the Plan, including without limitation refraining from opposing any motions brought by the Monitor or the Petitioners in support of the Plan and the restructuring contemplated by the Plan, or bringing any motions, or supporting any motions brought by third parties, seeking relief that is not consistent with this Agreement and the restructuring contemplated by the Plan;
  - (e) promptly, upon receipt thereof, irrevocably submit its completed Form of Proxy to BDO Canada Limited, in its capacity as Monitor, designating Matti Lemmens, of the law firm Borden Ladner Gervais LLP, as nominee of the Consenting Creditor with power of substitution to:
    - (i) attend on behalf of and act for the Consenting Creditor at the Creditors' Meeting to be held in connection with the Plan, and at any adjournments thereof;
    - (ii) irrevocably vote the full amount of the Consenting Creditor's Affected Claim for approval of the Plan; and
  - (f) not sell, transfer, assign or permit the sale, transfer or assignment of, any of its Affected Claim, unless the transferee thereof agrees in writing for the benefit of the Parties hereto to be bound by this Agreement and the Plan and executes and delivers to the Parties a counterpart signature page of this Agreement. Any sale, transfer or assignment of an Affected Claim by a Consenting Creditor not in compliance with the requirements of this Article shall be void *ab initio*.

# ARTICLE 3 TERMINATION

### 3.1 Termination of this Agreement

This Agreement and the obligations of the Parties hereunder shall terminate upon the earliest to occur of (such earliest date being the "Expiry Date"): (a) written notice by a Party to the other Parties that (i) any court (including the Court of Queen's Bench of Alberta (the "Court")) has declared, in a final order not subject to appeal, this Agreement to be unenforceable; or (ii) the Plan is not approved following a vote by the necessary amount of creditors required under the CCAA or, if so approved, is not sanctioned by the Court and all appeals of such order have been exhausted; (b) implementation of the Plan; or (c) June 30, 2021.

# ARTICLE 4 MISCELLANEOUS

#### 4.1 Consideration

It is hereby acknowledged by the Parties hereto that no consideration shall be due or paid to the Consenting Creditor for its agreement to vote to accept the Plan in accordance with the terms and conditions of this Agreement, other than the Petitioners' commitment to use commercially reasonable efforts to obtain approval of the Plan by the requisite majorities of holders of Affected Claims and the Court in accordance with the terms and conditions of this Agreement.

### 4.2 Amendments, Waivers and Assignments

Any provision in this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by each of the Parties hereto, or in the case of a waiver, by the Party against whom the waiver is to be effective. No assignment of this Agreement or any provision hereof is effective without the prior written consent of the other Parties.

### 4.3 No Third Party Beneficiaries

This Agreement is solely for the benefit of the Parties and their respective heirs, executors, administrators, other legal representatives, successors and permitted assigns, and this Agreement will not be deemed to confer upon or give to any other person, entity or party any remedy, claim, liability, reimbursement, cause of action or other right.

### 4.4 Severability

If any term or other provision of this Agreement is found by a court of competent jurisdiction in the Province of Alberta, including the Court, be invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement as necessary so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the terms of this Agreement remain as originally contemplated to the fullest extent possible.

### 4.5 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein.

### 4.6 Headings

The headings of the sections, paragraphs and subsections of this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement.

### 4.7 Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same Agreement. Executed copies of this Agreement may be delivered by facsimile or email.

[Signature Page Follows]

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed and delivered by its duly authorized officer as of the date first written above.

CALGARY OIL & GAS SYNDICATE GROUP LTD.
ON ITS OWN BEHALF AND ON BEHALF OF
CALGARY OIL AND GAS INTERCONTINENTAL
GROUP LTD., CALGARY OIL AND SYNDICATE
PARTNERS LTD. AND PETROWORLD ENERGY
LTD. AND T5 SC OIL AND GAS LIMITED
PARTNERSHIP

Per:			
	Name: Title:		

**Blackstone Drilling Fluids Ltd** 

Per:

Name: Bob Merkley (

Title: President

### SCHEDULE "A"

### STRICTLY CONFIDENTIAL

#### **ACKNOWLEDGEMENT OF AFFECTED CLAIM**

TO:

CALGARY OIL & GAS SYNDICATE GROUP LTD., CALGARY OIL AND GAS INTERCONTINENTAL GROUP LTD., CALGARY OIL AND SYNDICATE PARTNERS LTD. AND PETROWORLD ENERGY LTD. AND T5 SC OIL AND

**GAS LIMITED PARTNERSHIP** 

RE:

Acknowledgment of Holdings of Affected Claim

WHEREAS the undersigned has entered into the Plan Support Agreement as of the date hereof regarding the principal terms of the restructuring of the Affected Claim pursuant to the Plan (the "Plan Support Agreement");

**WHEREAS** capitalized terms used herein but not defined have the meanings ascribed to them in the Plan Support Agreement;

WHEREAS the undersigned represents and warrants in the Plan Support Agreement that, as at the date of the Plan Support Agreement, it (or a client for which it has investment or voting authority) is a legal and beneficial holder of Affected Claim in the aggregate principal amount(s) set forth in an executed acknowledgment;

**NOW THEREFORE** pursuant to the Plan Support Agreement, the undersigned hereby acknowledges and confirms that, as at the date of the Plan Support Agreement, it (or a client for which it has investment or voting authority) is the holder of CDN\$\_\_\_\_\_\_ aggregate principal amount of Affected Claim.

This Acknowledgement is delivered pursuant to the terms and conditions of the Plan Support Agreement and is hereby incorporated into and made subject to the terms of the Support Agreement.

Name of Consenting Creditor:

Blackstone Drilling Fluids Ltd

Dated: April 19, 2021.

Name: Bob Merkley Title: President

I have the authority to bind the party named

herein.

Per:

### **PLAN SUPPORT AGREEMENT**

THIS AGREEMENT is made as of April 20, 2021.

#### **RECITALS**

WHEREAS Calgary Oil & Gas Syndicate Group Ltd. ("COGL"), Calgary Oil and Gas Intercontinental Group Ltd., Calgary Oil and Syndicate Partners Ltd. and Petroworld Energy Ltd. and T5 SC Oil and Gas Limited Partnership (collectively, the "Petitioners") intend to propose a Plan of Reorganization and Compromise (the "Plan") pursuant to the Companies' Creditors Arrangement Act (the "CCAA" and the "CCAA Proceedings").

WHEREAS the Plan will be submitted, with the exception of holders of claims that fall under Section 5.1(2) of the CCAA and Crown Capital LP Partner Funding Inc., to the holders (the "Affected Creditors") of claims ("Affected Claims") for voting purposes at a meeting of the Affected Creditors (the "Creditors' Meeting") to be held in accordance with the Plan.

WHEREAS COGL and Spartan Delta Corp., a publicly traded company listed on the facilities of the TSX Venture Exchange, will be entering into a definitive agreement providing for a \$37,500,000 equity investment into COGL, which investment, in accordance with the Plan, is expected to result in recovery to the Affected Creditor of 65 to 70% of the value of the Affected Claim.

WHEREAS this support agreement (the "Agreement") confirms the support of the undersigned Holder of an Affected Claim (the "Consenting Creditor"), on the terms and conditions set out herein, for the Plan.

**WHEREAS**, the Consenting Creditor and the Petitioners are collectively referred to herein as the "Parties", and each of them as a "Party".

**NOW THEREFORE**, in consideration for the covenants and agreements set forth herein, and for other good and valuable consideration, the receipt of which are hereby acknowledged, the Parties hereby agree as follows.

# ARTICLE 1 REPRESENTATIONS AND WARRANTIES

## 1.1 Mutual Representations and Warranties

Each Party represents and warrants to and in favour of the other Parties that this Agreement has been duly executed and delivered by it and constitutes a valid and binding obligation of such Party enforceable against it in accordance with its terms, subject to bankruptcy, insolvency and other laws affecting the enforcement of creditors' rights generally.

## 1.2 Additional Representations and Warranties of the Consenting Creditor

The Consenting Creditor further represents and warrants to and in favour of the Petitioners that (i) it is either the legal and beneficial owner of, or has investment or voting discretion with respect to, the principal amount of the Affected Claim set forth in the confidential "Acknowledgement of Affected Claim" executed by such Consenting Creditor as at the date of this Agreement, the form of which is attached as <u>Schedule "A"</u>; and (ii) it has full power and

authority to vote on and consent to all matters concerning such Affected Claim and to otherwise perform its obligations hereunder in respect of such Affected Claim.

# ARTICLE 2 COVENANTS

### **2.1** Support for the Plan

- (1) So long as this Agreement shall remain in effect, and subject to the other terms and conditions of this Agreement, the Consenting Creditor agrees for itself and on behalf of the accounts within its control:
  - (a) cooperate with the BDO Canada Limited (the "Monitor") and the Petitioners in good faith to support the restructuring of the Petitioners in the manner contemplated by this Agreement and the Plan;
  - (b) support the Plan and use its commercially reasonable efforts upon the reasonable requests of the Monitor or the Petitioners to facilitate the approval, sanction and implementation of the Plan at the earliest practicable date;
  - (c) not pursue, propose, support or encourage the pursuit, proposal or support of any other restructuring or plan in respect of the Petitioners other than pursuant to the Plan (to the extent the Plan continues to apply to the Petitioners);
  - (d) refrain from doing anything or taking any action that would frustrate the purposes and intent of this Agreement and the restructuring contemplated by the Plan, including without limitation refraining from opposing any motions brought by the Monitor or the Petitioners in support of the Plan and the restructuring contemplated by the Plan, or bringing any motions, or supporting any motions brought by third parties, seeking relief that is not consistent with this Agreement and the restructuring contemplated by the Plan;
  - (e) promptly, upon receipt thereof, irrevocably submit its completed Form of Proxy to BDO Canada Limited, in its capacity as Monitor, designating Matti Lemmens, of the law firm Borden Ladner Gervais LLP, as nominee of the Consenting Creditor with power of substitution to:
    - (i) attend on behalf of and act for the Consenting Creditor at the Creditors' Meeting to be held in connection with the Plan, and at any adjournments thereof;
    - (ii) irrevocably vote the full amount of the Consenting Creditor's Affected Claim for approval of the Plan; and
  - (f) not sell, transfer, assign or permit the sale, transfer or assignment of, any of its Affected Claim, unless the transferee thereof agrees in writing for the benefit of the Parties hereto to be bound by this Agreement and the Plan and executes and delivers to the Parties a counterpart signature page of this Agreement. Any sale, transfer or assignment of an Affected Claim by a Consenting Creditor not in compliance with the requirements of this Article shall be void *ab initio*.

#### **ARTICLE 3**

#### **TERMINATION**

## 3.1 Termination of this Agreement

This Agreement and the obligations of the Parties hereunder shall terminate upon the earliest to occur of (such earliest date being the "Expiry Date"): (a) written notice by a Party to the other Parties that (i) any court (including the Court of Queen's Bench of Alberta (the "Court")) has declared, in a final order not subject to appeal, this Agreement to be unenforceable; or (ii) the Plan is not approved following a vote by the necessary amount of creditors required under the CCAA or, if so approved, is not sanctioned by the Court and all appeals of such order have been exhausted; (b) implementation of the Plan; or (c) June 30, 2021.

# ARTICLE 4 MISCELLANEOUS

### 4.1 Consideration

It is hereby acknowledged by the Parties hereto that no consideration shall be due or paid to the Consenting Creditor for its agreement to vote to accept the Plan in accordance with the terms and conditions of this Agreement, other than the Petitioners' commitment to use commercially reasonable efforts to obtain approval of the Plan by the requisite majorities of holders of Affected Claims and the Court in accordance with the terms and conditions of this Agreement.

# 4.2 Amendments, Waivers and Assignments

Any provision in this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by each of the Parties hereto, or in the case of a waiver, by the Party against whom the waiver is to be effective. No assignment of this Agreement or any provision hereof is effective without the prior written consent of the other Parties.

# 4.3 No Third Party Beneficiaries

This Agreement is solely for the benefit of the Parties and their respective heirs, executors, administrators, other legal representatives, successors and permitted assigns, and this Agreement will not be deemed to confer upon or give to any other person, entity or party any remedy, claim, liability, reimbursement, cause of action or other right.

## **4.4** Severability

If any term or other provision of this Agreement is found by a court of competent jurisdiction in the Province of Alberta, including the Court, be invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement as necessary so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the terms of this Agreement remain as originally contemplated to the fullest extent possible.

4.5

### Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein.

## 4.6 Headings

The headings of the sections, paragraphs and subsections of this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement.

# 4.7 Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same Agreement. Executed copies of this Agreement may be delivered by facsimile or email.

[Signature Page Follows]

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed and delivered by its duly authorized officer as of the date first written above.

CALGARY OIL & GAS SYNDICATE GROUP LTD. ON ITS OWN BEHALF AND ON BEHALF OF CALGARY OIL AND GAS INTERCONTINENTAL GROUP LTD., CALGARY OIL AND SYNDICATE PARTNERS LTD. AND PETROWORLD ENERGY LTD. AND T5 SC OIL AND GAS LIMITED PARTNERSHIP

[INSERT NAME OF CREDITOR]

Per: BRONCO SLICKLINE SERVICES LTD.
Name: LOGAN MOE

Title: OWNER

### SCHEDULE "A".

### STRICTLY CONFIDENTIAL

## **ACKNOWLEDGEMENT OF AFFECTED CLAIM**

TO:

CALGARY OIL & GAS SYNDICATE GROUP LTD., CALGARY OIL AND GAS INTERCONTINENTAL GROUP LTD., CALGARY OIL AND SYNDICATE PARTNERS LTD. AND PETROWORLD ENERGY LTD. AND T5 SC OIL AND GAS LIMITED PARTNERSHIP

RE:

Acknowledgment of Holdings of Affected Claim

WHEREAS the undersigned has entered into the Plan Support Agreement as of the date hereof regarding the principal terms of the restructuring of the Affected Claim pursuant to the Plan (the "Plan Support Agreement");

WHEREAS capitalized terms used herein but not defined have the meanings ascribed to them in the Plan Support Agreement;

WHEREAS the undersigned represents and warrants in the Plan Support Agreement that, as at the date of the Plan Support Agreement, it (or a client for which it has investment or voting authority) is a legal and beneficial holder of Affected Claim in the aggregate principal amount(s) set forth in an executed acknowledgment;

NOW THEREFORE pursuant to the Plan Support Agreement, the undersigned hereby acknowledges and confirms that, as at the date of the Plan Support Agreement, it (or a client for which it has investment or voting authority) is the holder of CDN\$ 41,447,30 aggregate principal amount of Affected Claim.

This Acknowledgement is delivered pursuant to the terms and conditions of the Plan Support Agreement and is hereby incorporated into and made subject to the terms of the Support Agreement.

Name of Consenting Creditor:

BRONCO SLICKLINE SERVICES

APRIL 20, 2021.

Per: Browco SLICKLINE SERVICES LHD.
Name: LOGAN MOR

Title: OWNER

I have the authority to bind the party named herein.

### **PLAN SUPPORT AGREEMENT**

THIS AGREEMENT is made as of April 19, 2021.

#### **RECITALS**

WHEREAS Calgary Oil & Gas Syndicate Group Ltd. ("COGL"), Calgary Oil and Gas Intercontinental Group Ltd., Calgary Oil and Syndicate Partners Ltd. and Petroworld Energy Ltd. and T5 SC Oil and Gas Limited Partnership (collectively, the "Petitioners") intend to propose a Plan of Reorganization and Compromise (the "Plan") pursuant to the Companies' Creditors Arrangement Act (the "CCAA" and the "CCAA Proceedings").

WHEREAS the Plan will be submitted, with the exception of holders of claims that fall under Section 5.1(2) of the CCAA and Crown Capital LP Partner Funding Inc., to the holders (the "Affected Creditors") of claims ("Affected Claims") for voting purposes at a meeting of the Affected Creditors (the "Creditors' Meeting") to be held in accordance with the Plan.

WHEREAS COGL and Spartan Delta Corp., a publicly traded company listed on the facilities of the TSX Venture Exchange, will be entering into a definitive agreement providing for a \$37,500,000 equity investment into COGL, which investment, in accordance with the Plan, is expected to result in recovery to the Affected Creditor of 65 to 70% of the value of the Affected Claim.

WHEREAS this support agreement (the "Agreement") confirms the support of the undersigned Holder of an Affected Claim (the "Consenting Creditor"), on the terms and conditions set out herein, for the Plan.

**WHEREAS**, the Consenting Creditor and the Petitioners are collectively referred to herein as the "Parties", and each of them as a "Party".

**NOW THEREFORE**, in consideration for the covenants and agreements set forth herein, and for other good and valuable consideration, the receipt of which are hereby acknowledged, the Parties hereby agree as follows.

# ARTICLE 1 REPRESENTATIONS AND WARRANTIES

#### 1.1 Mutual Representations and Warranties

Each Party represents and warrants to and in favour of the other Parties that this Agreement has been duly executed and delivered by it and constitutes a valid and binding obligation of such Party enforceable against it in accordance with its terms, subject to bankruptcy, insolvency and other laws affecting the enforcement of creditors' rights generally.

### 1.2 Additional Representations and Warranties of the Consenting Creditor

The Consenting Creditor further represents and warrants to and in favour of the Petitioners that (i) it is either the legal and beneficial owner of, or has investment or voting discretion with respect to, the principal amount of the Affected Claim set forth in the confidential "Acknowledgement of Affected Claim" executed by such Consenting Creditor as at the date of this Agreement, the form of which is attached as <u>Schedule "A"</u>; and (ii) it has full power and

authority to vote on and consent to all matters concerning such Affected Claim and to otherwise perform its obligations hereunder in respect of such Affected Claim.

# ARTICLE 2 COVENANTS

## 2.1 Support for the Plan

- (1) So long as this Agreement shall remain in effect, and subject to the other terms and conditions of this Agreement, the Consenting Creditor agrees for itself and on behalf of the accounts within its control:
  - (a) cooperate with the BDO Canada Limited (the "Monitor") and the Petitioners in good faith to support the restructuring of the Petitioners in the manner contemplated by this Agreement and the Plan;
  - (b) support the Plan and use its commercially reasonable efforts upon the reasonable requests of the Monitor or the Petitioners to facilitate the approval, sanction and implementation of the Plan at the earliest practicable date;
  - (c) not pursue, propose, support or encourage the pursuit, proposal or support of any other restructuring or plan in respect of the Petitioners other than pursuant to the Plan (to the extent the Plan continues to apply to the Petitioners);
  - (d) refrain from doing anything or taking any action that would frustrate the purposes and intent of this Agreement and the restructuring contemplated by the Plan, including without limitation refraining from opposing any motions brought by the Monitor or the Petitioners in support of the Plan and the restructuring contemplated by the Plan, or bringing any motions, or supporting any motions brought by third parties, seeking relief that is not consistent with this Agreement and the restructuring contemplated by the Plan;
  - (e) promptly, upon receipt thereof, irrevocably submit its completed Form of Proxy to BDO Canada Limited, in its capacity as Monitor, designating Matti Lemmens, of the law firm Borden Ladner Gervais LLP, as nominee of the Consenting Creditor with power of substitution to:
    - (i) attend on behalf of and act for the Consenting Creditor at the Creditors' Meeting to be held in connection with the Plan, and at any adjournments thereof:
    - (ii) irrevocably vote the full amount of the Consenting Creditor's Affected Claim for approval of the Plan; and
  - (f) not sell, transfer, assign or permit the sale, transfer or assignment of, any of its Affected Claim, unless the transferee thereof agrees in writing for the benefit of the Parties hereto to be bound by this Agreement and the Plan and executes and delivers to the Parties a counterpart signature page of this Agreement. Any sale, transfer or assignment of an Affected Claim by a Consenting Creditor not in compliance with the requirements of this Article shall be void *ab initio*.

# ARTICLE 3 TERMINATION

## 3.1 Termination of this Agreement

This Agreement and the obligations of the Parties hereunder shall terminate upon the earliest to occur of (such earliest date being the "Expiry Date"): (a) written notice by a Party to the other Parties that (i) any court (including the Court of Queen's Bench of Alberta (the "Court")) has declared, in a final order not subject to appeal, this Agreement to be unenforceable; or (ii) the Plan is not approved following a vote by the necessary amount of creditors required under the CCAA or, if so approved, is not sanctioned by the Court and all appeals of such order have been exhausted; (b) implementation of the Plan; or (c) June 30, 2021.

# ARTICLE 4 MISCELLANEOUS

#### 4.1 Consideration

It is hereby acknowledged by the Parties hereto that no consideration shall be due or paid to the Consenting Creditor for its agreement to vote to accept the Plan in accordance with the terms and conditions of this Agreement, other than the Petitioners' commitment to use commercially reasonable efforts to obtain approval of the Plan by the requisite majorities of holders of Affected Claims and the Court in accordance with the terms and conditions of this Agreement.

### 4.2 Amendments, Waivers and Assignments

Any provision in this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by each of the Parties hereto, or in the case of a waiver, by the Party against whom the waiver is to be effective. No assignment of this Agreement or any provision hereof is effective without the prior written consent of the other Parties.

#### 4.3 No Third Party Beneficiaries

This Agreement is solely for the benefit of the Parties and their respective heirs, executors, administrators, other legal representatives, successors and permitted assigns, and this Agreement will not be deemed to confer upon or give to any other person, entity or party any remedy, claim, liability, reimbursement, cause of action or other right.

#### 4.4 Severability

If any term or other provision of this Agreement is found by a court of competent jurisdiction in the Province of Alberta, including the Court, be invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement as necessary so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the terms of this Agreement remain as originally contemplated to the fullest extent possible.

## 4.5 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein.

### 4.6 Headings

The headings of the sections, paragraphs and subsections of this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement.

### 4.7 Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same Agreement. Executed copies of this Agreement may be delivered by facsimile or email.

[Signature Page Follows]

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed and delivered by its duly authorized officer as of the date first written above.

CALGARY OIL & GAS SYNDICATE GROUP LTD.
ON ITS OWN BEHALF AND ON BEHALF OF
CALGARY OIL AND GAS INTERCONTINENTAL
GROUP LTD., CALGARY OIL AND SYNDICATE
PARTNERS LTD. AND PETROWORLD ENERGY
LTD. AND T5 SC OIL AND GAS LIMITED
PARTNERSHIP

Per:	,		
	Name: Title:		

**Bull Moose Capital Ltd.** 

Per-

Name: Steve Kolber Title: President and CEO

#### **SCHEDULE "A"**

### STRICTLY CONFIDENTIAL

#### ACKNOWLEDGEMENT OF AFFECTED CLAIM

TO:

CALGARY OIL & GAS SYNDICATE GROUP LTD., CALGARY OIL AND GAS INTERCONTINENTAL GROUP LTD., CALGARY OIL AND SYNDICATE PARTNERS LTD. AND PETROWORLD ENERGY LTD. AND T5 SC OIL AND GAS LIMITED PARTNERSHIP

GAS EIMITED

RE:

Acknowledgment of Holdings of Affected Claim

WHEREAS the undersigned has entered into the Plan Support Agreement as of the date hereof regarding the principal terms of the restructuring of the Affected Claim pursuant to the Plan (the "Plan Support Agreement");

**WHEREAS** capitalized terms used herein but not defined have the meanings ascribed to them in the Plan Support Agreement;

WHEREAS the undersigned represents and warrants in the Plan Support Agreement that, as at the date of the Plan Support Agreement, it (or a client for which it has investment or voting authority) is a legal and beneficial holder of Affected Claim in the aggregate principal amount(s) set forth in an executed acknowledgment;

NOW THEREFORE pursuant to the Plan Support Agreement, the undersigned hereby acknowledges and confirms that, as at the date of the Plan Support Agreement, it (or a client for which it has investment or voting authority) is the holder of CDN\$\_\_3>,49<.00
aggregate principal amount of Affected Claim.

This Acknowledgement is delivered pursuant to the terms and conditions of the Plan Support Agreement and is hereby incorporated into and made subject to the terms of the Support Agreement.

### Name of Consenting Creditor:

Bull Moose Capital Ltd.

Dated: April 19th, 2021.

Name: Steve Kolber Title: President and CEO

I have the authority to bind the party named

herein.

### PLAN SUPPORT AGREEMENT

THIS AGREEMENT is made as of April 20, 2021.

#### RECITALS

WHEREAS Calgary Oil & Gas Syndicate Group Ltd. ("COGL"), Calgary Oil and Gas Intercontinental Group Ltd., Calgary Oil and Syndicate Partners Ltd. and Petroworld Energy Ltd. and T5 SC Oil and Gas Limited Partnership (collectively, the "Petitioners") intend to propose a Plan of Reorganization and Compromise (the "Plan") pursuant to the Companies' Creditors Arrangement Act (the "CCAA" and the "CCAA Proceedings").

WHEREAS the Plan will be submitted, with the exception of holders of claims that fall under Section 5.1(2) of the CCAA and Crown Capital LP Partner Funding Inc., to the holders (the "Affected Creditors") of claims ("Affected Claims") for voting purposes at a meeting of the Affected Creditors (the "Creditors' Meeting") to be held in accordance with the Plan.

WHEREAS COGL and Spartan Delta Corp., a publicly traded company listed on the facilities of the TSX Venture Exchange, will be entering into a definitive agreement providing for a \$37,500,000 equity investment into COGL, which investment, in accordance with the Plan, is expected to result in recovery to the Affected Creditor of 65 to 70% of the value of the Affected Claim.

**WHEREAS** this support agreement (the "Agreement") confirms the support of the undersigned Holder of an Affected Claim (the "Consenting Creditor"), on the terms and conditions set out herein, for the Plan.

**WHEREAS**, the Consenting Creditor and the Petitioners are collectively referred to herein as the "Parties", and each of them as a "Party".

**NOW THEREFORE**, in consideration for the covenants and agreements set forth herein, and for other good and valuable consideration, the receipt of which are hereby acknowledged, the Parties hereby agree as follows.

# ARTICLE 1 REPRESENTATIONS AND WARRANTIES

### **1.1** Mutual Representations and Warranties

Each Party represents and warrants to and in favour of the other Parties that this Agreement has been duly executed and delivered by it and constitutes a valid and binding obligation of such Party enforceable against it in accordance with its terms, subject to bankruptcy, insolvency and other laws affecting the enforcement of creditors' rights generally.

### 1.2 Additional Representations and Warranties of the Consenting Creditor

The Consenting Creditor further represents and warrants to and in favour of the Petitioners that (i) it is either the legal and beneficial owner of, or has investment or voting discretion with respect to, the principal amount of the Affected Claim set forth in the confidential "Acknowledgement of Affected Claim" executed by such Consenting Creditor as at the date of this Agreement, the form of which is attached as Schedule "A"; and (ii) it has full power and

authority to vote on and consent to all matters concerning such Affected Claim and to otherwise perform its obligations hereunder in respect of such Affected Claim.

# ARTICLE 2 COVENANTS

## **2.1** Support for the Plan

- (1) So long as this Agreement shall remain in effect, and subject to the other terms and conditions of this Agreement, the Consenting Creditor agrees for itself and on behalf of the accounts within its control:
  - (a) cooperate with the BDO Canada Limited (the "Monitor") and the Petitioners in good faith to support the restructuring of the Petitioners in the manner contemplated by this Agreement and the Plan;
  - (b) support the Plan and use its commercially reasonable efforts upon the reasonable requests of the Monitor or the Petitioners to facilitate the approval, sanction and implementation of the Plan at the earliest practicable date;
  - (c) not pursue, propose, support or encourage the pursuit, proposal or support of any other restructuring or plan in respect of the Petitioners other than pursuant to the Plan (to the extent the Plan continues to apply to the Petitioners);
  - (d) refrain from doing anything or taking any action that would frustrate the purposes and intent of this Agreement and the restructuring contemplated by the Plan, including without limitation refraining from opposing any motions brought by the Monitor or the Petitioners in support of the Plan and the restructuring contemplated by the Plan, or bringing any motions, or supporting any motions brought by third parties, seeking relief that is not consistent with this Agreement and the restructuring contemplated by the Plan;
  - (e) promptly, upon receipt thereof, irrevocably submit its completed Form of Proxy to BDO Canada Limited, in its capacity as Monitor, designating Matti Lemmens, of the law firm Borden Ladner Gervais LLP, as nominee of the Consenting Creditor with power of substitution to:
    - (i) attend on behalf of and act for the Consenting Creditor at the Creditors' Meeting to be held in connection with the Plan, and at any adjournments thereof;
    - (ii) irrevocably vote the full amount of the Consenting Creditor's Affected Claim for approval of the Plan; and
  - (f) not sell, transfer, assign or permit the sale, transfer or assignment of, any of its Affected Claim, unless the transferee thereof agrees in writing for the benefit of the Parties hereto to be bound by this Agreement and the Plan and executes and delivers to the Parties a counterpart signature page of this Agreement. Any sale, transfer or assignment of an Affected Claim by a Consenting Creditor not in compliance with the requirements of this Article shall be void *ab initio*.

# ARTICLE 3 TERMINATION

### **3.1** Termination of this Agreement

This Agreement and the obligations of the Parties hereunder shall terminate upon the earliest to occur of (such earliest date being the "Expiry Date"): (a) written notice by a Party to the other Parties that (i) any court (including the Court of Queen's Bench of Alberta (the "Court")) has declared, in a final order not subject to appeal, this Agreement to be unenforceable; or (ii) the Plan is not approved following a vote by the necessary amount of creditors required under the CCAA or, if so approved, is not sanctioned by the Court and all appeals of such order have been exhausted; (b) implementation of the Plan; or (c) June 30, 2021.

# ARTICLE 4 MISCELLANEOUS

#### 4.1 Consideration

It is hereby acknowledged by the Parties hereto that no consideration shall be due or paid to the Consenting Creditor for its agreement to vote to accept the Plan in accordance with the terms and conditions of this Agreement, other than the Petitioners' commitment to use commercially reasonable efforts to obtain approval of the Plan by the requisite majorities of holders of Affected Claims and the Court in accordance with the terms and conditions of this Agreement.

### 4.2 Amendments, Waivers and Assignments

Any provision in this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by each of the Parties hereto, or in the case of a waiver, by the Party against whom the waiver is to be effective. No assignment of this Agreement or any provision hereof is effective without the prior written consent of the other Parties.

### 4.3 No Third Party Beneficiaries

This Agreement is solely for the benefit of the Parties and their respective heirs, executors, administrators, other legal representatives, successors and permitted assigns, and this Agreement will not be deemed to confer upon or give to any other person, entity or party any remedy, claim, liability, reimbursement, cause of action or other right.

### 4.4 Severability

If any term or other provision of this Agreement is found by a court of competent jurisdiction in the Province of Alberta, including the Court, be invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement as necessary so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the terms of this Agreement remain as originally contemplated to the fullest extent possible.

## 4.5 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein.

### 4.6 Headings

The headings of the sections, paragraphs and subsections of this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement.

### 4.7 Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same Agreement. Executed copies of this Agreement may be delivered by facsimile or email.

[Signature Page Follows]

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed and delivered by its duly authorized officer as of the date first written above.

CALGARY OIL & GAS SYNDICATE GROUP LTD. ON ITS OWN BEHALF AND ON BEHALF OF CALGARY OIL AND GAS INTERCONTINENTAL GROUP LTD., CALGARY OIL AND SYNDICATE PARTNERS LTD. AND PETROWORLD ENERGY LTD. AND T5 SC OIL AND GAS LIMITED PARTNERSHIP

Per:		•	
	Name:		
	Title:		

#### CANADIAN CASING ACCESSORIES INC.

er:

Name: Lonn Bate

Title: Chief Financial Officer

#### **SCHEDULE "A"**

#### STRICTLY CONFIDENTIAL

#### ACKNOWLEDGEMENT OF AFFECTED CLAIM

TO:

CALGARY OIL & GAS SYNDICATE GROUP LTD., CALGARY OIL AND GAS INTERCONTINENTAL GROUP LTD., CALGARY OIL AND SYNDICATE PARTNERS LTD. AND PETROWORLD ENERGY LTD. AND T5 SC OIL AND

**GAS LIMITED PARTNERSHIP** 

RE:

Acknowledgment of Holdings of Affected Claim

**WHEREAS** the undersigned has entered into the Plan Support Agreement as of the date hereof regarding the principal terms of the restructuring of the Affected Claim pursuant to the Plan (the "Plan Support Agreement");

**WHEREAS** capitalized terms used herein but not defined have the meanings ascribed to them in the Plan Support Agreement;

WHEREAS the undersigned represents and warrants in the Plan Support Agreement that, as at the date of the Plan Support Agreement, it (or a client for which it has investment or voting authority) is a legal and beneficial holder of Affected Claim in the aggregate principal amount(s) set forth in an executed acknowledgment;

**NOW THEREFORE** pursuant to the Plan Support Agreement, the undersigned hereby acknowledges and confirms that, as at the date of the Plan Support Agreement, it (or a client for which it has investment or voting authority) is the holder of **CDN 23,862.11** aggregate principal amount of Affected Claim.

This Acknowledgement is delivered pursuant to the terms and conditions of the Plan Support Agreement and is hereby incorporated into and made subject to the terms of the Support Agreement.

#### Name of Consenting Creditor:

Canadian Casing Accessories Inc.

Dated: April 20, 2021.

Name: Lonn Bate

Title: Chief Financial Officer

I have the authority to bind the party named herein.

#### PLAN SUPPORT AGREEMENT

THIS AGREEMENT is made as of April 20th, 2021.

#### **RECITALS**

WHEREAS Calgary Oil & Gas Syndicate Group Ltd. ("COGL"), Calgary Oil and Gas Intercontinental Group Ltd., Calgary Oil and Syndicate Partners Ltd. and Petroworld Energy Ltd. and T5 SC Oil and Gas Limited Partnership (collectively, the "Petitioners") intend to propose a Plan of Reorganization and Compromise (the "Plan") pursuant to the Companies' Creditors Arrangement Act (the "CCAA" and the "CCAA Proceedings").

WHEREAS the Plan will be submitted, with the exception of holders of claims that fall under Section 5.1(2) of the CCAA and Crown Capital LP Partner Funding Inc., to the holders (the "Affected Creditors") of claims ("Affected Claims") for voting purposes at a meeting of the Affected Creditors (the "Creditors' Meeting") to be held in accordance with the Plan.

WHEREAS COGL and Spartan Delta Corp., a publicly traded company listed on the facilities of the TSX Venture Exchange, will be entering into a definitive agreement providing for a \$37,500,000 equity investment into COGL, which investment, in accordance with the Plan, is expected to result in recovery to the Affected Creditor of 65 to 70% of the value of the Affected Claim.

WHEREAS this support agreement (the "Agreement") confirms the support of the undersigned Holder of an Affected Claim (the "Consenting Creditor"), on the terms and conditions set out herein, for the Plan.

**WHEREAS**, the Consenting Creditor and the Petitioners are collectively referred to herein as the "Parties", and each of them as a "Party".

**NOW THEREFORE**, in consideration for the covenants and agreements set forth herein, and for other good and valuable consideration, the receipt of which are hereby acknowledged, the Parties hereby agree as follows.

### ARTICLE 1 REPRESENTATIONS AND WARRANTIES

#### 1.1 Mutual Representations and Warranties

Each Party represents and warrants to and in favour of the other Parties that this Agreement has been duly executed and delivered by it and constitutes a valid and binding obligation of such Party enforceable against it in accordance with its terms, subject to bankruptcy, insolvency and other laws affecting the enforcement of creditors' rights generally.

#### 1.2 Additional Representations and Warranties of the Consenting Creditor

The Consenting Creditor further represents and warrants to and in favour of the Petitioners that (i) it is either the legal and beneficial owner of, or has investment or voting discretion with respect to, the principal amount of the Affected Claim set forth in the confidential "Acknowledgement of Affected Claim" executed by such Consenting Creditor as at the date of this Agreement, the form of which is attached as Schedule "A"; and (ii) it has full power and

authority to vote on and consent to all matters concerning such Affected Claim and to otherwise perform its obligations hereunder in respect of such Affected Claim.

# ARTICLE 2 COVENANTS

#### 2.1 Support for the Plan

- (1) So long as this Agreement shall remain in effect, and subject to the other terms and conditions of this Agreement, the Consenting Creditor agrees for itself and on behalf of the accounts within its control:
  - (a) cooperate with the BDO Canada Limited (the "Monitor") and the Petitioners in good faith to support the restructuring of the Petitioners in the manner contemplated by this Agreement and the Plan;
  - (b) support the Plan and use its commercially reasonable efforts upon the reasonable requests of the Monitor or the Petitioners to facilitate the approval, sanction and implementation of the Plan at the earliest practicable date;
  - (c) not pursue, propose, support or encourage the pursuit, proposal or support of any other restructuring or plan in respect of the Petitioners other than pursuant to the Plan (to the extent the Plan continues to apply to the Petitioners);
  - refrain from doing anything or taking any action that would frustrate the purposes and intent of this Agreement and the restructuring contemplated by the Plan, including without limitation refraining from opposing any motions brought by the Monitor or the Petitioners in support of the Plan and the restructuring contemplated by the Plan, or bringing any motions, or supporting any motions brought by third parties, seeking relief that is not consistent with this Agreement and the restructuring contemplated by the Plan;
  - (e) promptly, upon receipt thereof, irrevocably submit its completed Form of Proxy to BDO Canada Limited, in its capacity as Monitor, designating Matti Lemmens, of the law firm Borden Ladner Gervais LLP, as nominee of the Consenting Creditor with power of substitution to:
    - (i) attend on behalf of and act for the Consenting Creditor at the Creditors' Meeting to be held in connection with the Plan, and at any adjournments thereof;
    - (ii) irrevocably vote the full amount of the Consenting Creditor's Affected Claim for approval of the Plan; and
  - (f) not sell, transfer, assign or permit the sale, transfer or assignment of, any of its Affected Claim, unless the transferee thereof agrees in writing for the benefit of the Parties hereto to be bound by this Agreement and the Plan and executes and delivers to the Parties a counterpart signature page of this Agreement. Any sale, transfer or assignment of an Affected Claim by a Consenting Creditor not in compliance with the requirements of this Article shall be void *ab initio*.

### ARTICLE 3 TERMINATION

#### 3.1 Termination of this Agreement

This Agreement and the obligations of the Parties hereunder shall terminate upon the earliest to occur of (such earliest date being the "Expiry Date"): (a) written notice by a Party to the other Parties that (i) any court (including the Court of Queen's Bench of Alberta (the "Court")) has declared, in a final order not subject to appeal, this Agreement to be unenforceable; or (ii) the Plan is not approved following a vote by the necessary amount of creditors required under the CCAA or, if so approved, is not sanctioned by the Court and all appeals of such order have been exhausted; (b) implementation of the Plan; or (c) June 30, 2021.

# ARTICLE 4 MISCELLANEOUS

#### 4.1 Consideration

It is hereby acknowledged by the Parties hereto that no consideration shall be due or paid to the Consenting Creditor for its agreement to vote to accept the Plan in accordance with the terms and conditions of this Agreement, other than the Petitioners' commitment to use commercially reasonable efforts to obtain approval of the Plan by the requisite majorities of holders of Affected Claims and the Court in accordance with the terms and conditions of this Agreement.

#### 4.2 Amendments, Waivers and Assignments

Any provision in this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by each of the Parties hereto, or in the case of a waiver, by the Party against whom the waiver is to be effective. No assignment of this Agreement or any provision hereof is effective without the prior written consent of the other Parties.

#### 4.3 No Third Party Beneficiaries

This Agreement is solely for the benefit of the Parties and their respective heirs, executors, administrators, other legal representatives, successors and permitted assigns, and this Agreement will not be deemed to confer upon or give to any other person, entity or party any remedy, claim, liability, reimbursement, cause of action or other right.

#### 4.4 Severability

If any term or other provision of this Agreement is found by a court of competent jurisdiction in the Province of Alberta, including the Court, be invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement as necessary so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the terms of this Agreement remain as originally contemplated to the fullest extent possible.

#### 4.5 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein.

#### 4.6 Headings

The headings of the sections, paragraphs and subsections of this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement.

#### 4.7 Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same Agreement. Executed copies of this Agreement may be delivered by facsimile or email.

[Signature Page Follows]

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed and delivered by its duly authorized officer as of the date first written above.

CALGARY OIL & GAS SYNDICATE GROUP LTD.
ON ITS OWN BEHALF AND ON BEHALF OF
CALGARY OIL AND GAS INTERCONTINENTAL
GROUP LTD., CALGARY OIL AND SYNDICATE
PARTNERS LTD. AND PETROWORLD ENERGY
LTD. AND T5 SC OIL AND GAS LIMITED
PARTNERSHIP

Per:				
	Name:			
	Title:			

CATHEDRAL ENERGY SERVICES LTD.

Per:

Name: Tom Connors Title: President & CEO

#### **SCHEDULE "A"**

#### STRICTLY CONFIDENTIAL

#### ACKNOWLEDGEMENT OF AFFECTED CLAIM

TO:

CALGARY OIL & GAS SYNDICATE GROUP LTD., CALGARY OIL AND GAS INTERCONTINENTAL GROUP LTD., CALGARY OIL AND SYNDICATE PARTNERS LTD. AND PETROWORLD ENERGY LTD. AND T5 SC OIL AND

GAS LIMITED PARTNERSHIP

RE:

Acknowledgment of Holdings of Affected Claim

WHEREAS the undersigned has entered into the Plan Support Agreement as of the date hereof regarding the principal terms of the restructuring of the Affected Claim pursuant to the Plan (the "Plan Support Agreement");

**WHEREAS** capitalized terms used herein but not defined have the meanings ascribed to them in the Plan Support Agreement;

WHEREAS the undersigned represents and warrants in the Plan Support Agreement that, as at the date of the Plan Support Agreement, it (or a client for which it has investment or voting authority) is a legal and beneficial holder of Affected Claim in the aggregate principal amount(s) set forth in an executed acknowledgment;

**NOW THEREFORE** pursuant to the Plan Support Agreement, the undersigned hereby acknowledges and confirms that, as at the date of the Plan Support Agreement, it (or a client for which it has investment or voting authority) is the holder of CDN\$839,773.61 (excludes approximately \$170,000 in accumulated interest charges) aggregate principal amount of Affected Claim.

This Acknowledgement is delivered pursuant to the terms and conditions of the Plan Support Agreement and is hereby incorporated into and made subject to the terms of the Support Agreement.

Name of Consenting Creditor:

CATHEDRAL ENERGY SERVICES LTD.

Dated: April 20, 2021.

Name: Tom Connors
Title: President & CEO

I have the authority to bind the party named herein.

#### PLAN SUPPORT AGREEMENT

THIS AGREEMENT is made as of April 20, 2021.

#### **RECITALS**

WHEREAS Calgary Oil & Gas Syndicate Group Ltd. ("COGL"), Calgary Oil and Gas Intercontinental Group Ltd., Calgary Oil and Syndicate Partners Ltd. and Petroworld Energy Ltd. and T5 SC Oil and Gas Limited Partnership (collectively, the "Petitioners") intend to propose a Plan of Reorganization and Compromise (the "Plan") pursuant to the Companies' Creditors Arrangement Act (the "CCAA" and the "CCAA Proceedings").

WHEREAS the Plan will be submitted, with the exception of holders of claims that fall under Section 5.1(2) of the CCAA and Crown Capital LP Partner Funding Inc., to the holders (the "Affected Creditors") of claims ("Affected Claims") for voting purposes at a meeting of the Affected Creditors (the "Creditors' Meeting") to be held in accordance with the Plan.

WHEREAS COGL and Spartan Delta Corp., a publicly traded company listed on the facilities of the TSX Venture Exchange, will be entering into a definitive agreement providing for a \$37,500,000 equity investment into COGL, which investment, in accordance with the Plan, is expected to result in recovery to the Affected Creditor of 65 to 70% of the value of the Affected Claim.

**WHEREAS** this support agreement (the "Agreement") confirms the support of the undersigned Holder of an Affected Claim (the "Consenting Creditor"), on the terms and conditions set out herein, for the Plan.

**WHEREAS**, the Consenting Creditor and the Petitioners are collectively referred to herein as the "Parties", and each of them as a "Party".

**NOW THEREFORE**, in consideration for the covenants and agreements set forth herein, and for other good and valuable consideration, the receipt of which are hereby acknowledged, the Parties hereby agree as follows.

### ARTICLE 1 REPRESENTATIONS AND WARRANTIES

#### **1.1** Mutual Representations and Warranties

Each Party represents and warrants to and in favour of the other Parties that this Agreement has been duly executed and delivered by it and constitutes a valid and binding obligation of such Party enforceable against it in accordance with its terms, subject to bankruptcy, insolvency and other laws affecting the enforcement of creditors' rights generally.

#### 1.2 Additional Representations and Warranties of the Consenting Creditor

The Consenting Creditor further represents and warrants to and in favour of the Petitioners that (i) it is either the legal and beneficial owner of, or has investment or voting discretion with respect to, the principal amount of the Affected Claim set forth in the confidential "Acknowledgement of Affected Claim" executed by such Consenting Creditor as at the date of this Agreement, the form of which is attached as <u>Schedule "A"</u>; and (ii) it has full power and

authority to vote on and consent to all matters concerning such Affected Claim and to otherwise perform its obligations hereunder in respect of such Affected Claim.

### ARTICLE 2 COVENANTS

#### 2.1 Support for the Plan

- (1) So long as this Agreement shall remain in effect, and subject to the other terms and conditions of this Agreement, the Consenting Creditor agrees for itself and on behalf of the accounts within its control:
  - (a) cooperate with the BDO Canada Limited (the "Monitor") and the Petitioners in good faith to support the restructuring of the Petitioners in the manner contemplated by this Agreement and the Plan;
  - (b) support the Plan and use its commercially reasonable efforts upon the reasonable requests of the Monitor or the Petitioners to facilitate the approval, sanction and implementation of the Plan at the earliest practicable date;
  - (c) not pursue, propose, support or encourage the pursuit, proposal or support of any other restructuring or plan in respect of the Petitioners other than pursuant to the Plan (to the extent the Plan continues to apply to the Petitioners);
  - (d) refrain from doing anything or taking any action that would frustrate the purposes and intent of this Agreement and the restructuring contemplated by the Plan, including without limitation refraining from opposing any motions brought by the Monitor or the Petitioners in support of the Plan and the restructuring contemplated by the Plan, or bringing any motions, or supporting any motions brought by third parties, seeking relief that is not consistent with this Agreement and the restructuring contemplated by the Plan;
  - (e) promptly, upon receipt thereof, irrevocably submit its completed Form of Proxy to BDO Canada Limited, in its capacity as Monitor, designating Matti Lemmens, of the law firm Borden Ladner Gervais LLP, as nominee of the Consenting Creditor with power of substitution to:
    - (i) attend on behalf of and act for the Consenting Creditor at the Creditors' Meeting to be held in connection with the Plan, and at any adjournments thereof;
    - (ii) irrevocably vote the full amount of the Consenting Creditor's Affected Claim for approval of the Plan; and
  - (f) not sell, transfer, assign or permit the sale, transfer or assignment of, any of its Affected Claim, unless the transferee thereof agrees in writing for the benefit of the Parties hereto to be bound by this Agreement and the Plan and executes and delivers to the Parties a counterpart signature page of this Agreement. Any sale, transfer or assignment of an Affected Claim by a Consenting Creditor not in compliance with the requirements of this Article shall be void *ab initio*.

### ARTICLE 3 TERMINATION

#### **3.1** Termination of this Agreement

This Agreement and the obligations of the Parties hereunder shall terminate upon the earliest to occur of (such earliest date being the "Expiry Date"): (a) written notice by a Party to the other Parties that (i) any court (including the Court of Queen's Bench of Alberta (the "Court")) has declared, in a final order not subject to appeal, this Agreement to be unenforceable; or (ii) the Plan is not approved following a vote by the necessary amount of creditors required under the CCAA or, if so approved, is not sanctioned by the Court and all appeals of such order have been exhausted; (b) implementation of the Plan; or (c) June 30, 2021.

# ARTICLE 4 MISCELLANEOUS

#### 4.1 Consideration

It is hereby acknowledged by the Parties hereto that no consideration shall be due or paid to the Consenting Creditor for its agreement to vote to accept the Plan in accordance with the terms and conditions of this Agreement, other than the Petitioners' commitment to use commercially reasonable efforts to obtain approval of the Plan by the requisite majorities of holders of Affected Claims and the Court in accordance with the terms and conditions of this Agreement.

#### 4.2 Amendments, Waivers and Assignments

Any provision in this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by each of the Parties hereto, or in the case of a waiver, by the Party against whom the waiver is to be effective. No assignment of this Agreement or any provision hereof is effective without the prior written consent of the other Parties.

#### 4.3 No Third Party Beneficiaries

This Agreement is solely for the benefit of the Parties and their respective heirs, executors, administrators, other legal representatives, successors and permitted assigns, and this Agreement will not be deemed to confer upon or give to any other person, entity or party any remedy, claim, liability, reimbursement, cause of action or other right.

#### 4.4 Severability

If any term or other provision of this Agreement is found by a court of competent jurisdiction in the Province of Alberta, including the Court, be invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement as necessary so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the terms of this Agreement remain as originally contemplated to the fullest extent possible.

#### 4.5 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein.

#### 4.6 Headings

The headings of the sections, paragraphs and subsections of this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement.

#### 4.7 Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same Agreement. Executed copies of this Agreement may be delivered by facsimile or email.

[Signature Page Follows]

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed and delivered by its duly authorized officer as of the date first written above.

CALGARY OIL & GAS SYNDICATE GROUP LTD. ON ITS OWN BEHALF AND ON BEHALF OF CALGARY OIL AND GAS INTERCONTINENTAL GROUP LTD., CALGARY OIL AND SYNDICATE PARTNERS LTD. AND PETROWORLD ENERGY LTD. AND T5 SC OIL AND GAS LIMITED PARTNERSHIP

Per:					
	Name: Title:				

#### **COLTER ENERGY LIMITED PARTNERSHIP**

Per:

Clay Bradley President & CEO

#### SCHEDULE "A"

#### STRICTLY CONFIDENTIAL

#### **ACKNOWLEDGEMENT OF AFFECTED CLAIM**

TO:

CALGARY OIL & GAS SYNDICATE GROUP LTD., CALGARY OIL AND GAS INTERCONTINENTAL GROUP LTD., CALGARY OIL AND SYNDICATE PARTNERS LTD. AND PETROWORLD ENERGY LTD. AND T5 SC OIL AND GAS LIMITED PARTNERSHIP

RE:

Acknowledgment of Holdings of Affected Claim

WHEREAS the undersigned has entered into the Plan Support Agreement as of the date hereof regarding the principal terms of the restructuring of the Affected Claim pursuant to the Plan (the "Plan Support Agreement");

**WHEREAS** capitalized terms used herein but not defined have the meanings ascribed to them in the Plan Support Agreement;

WHEREAS the undersigned represents and warrants in the Plan Support Agreement that, as at the date of the Plan Support Agreement, it (or a client for which it has investment or voting authority) is a legal and beneficial holder of Affected Claim in the aggregate principal amount(s) set forth in an executed acknowledgment;

**NOW THEREFORE** pursuant to the Plan Support Agreement, the undersigned hereby acknowledges and confirms that, as at the date of the Plan Support Agreement, it (or a client for which it has investment or voting authority) is the holder of CDN \$ 452,473.85 aggregate principal amount of Affected Claim.

This Acknowledgement is delivered pursuant to the terms and conditions of the Plan Support Agreement and is hereby incorporated into and made subject to the terms of the Support Agreement.

#### Name of Consenting Creditor:

COLTER ENERGY LIMITED PARTNERSHIP

Dated:

April 20, 2021

Per:

Clay Bradley

President & CEO

I have the authority to bind the party named herein.

#### PLAN SUPPORT AGREEMENT

THIS AGREEMENT is made as of April \_\_20\_\_, 2021.

#### **RECITALS**

**WHEREAS** Calgary Oil & Gas Syndicate Group Ltd. ("COGL"), Calgary Oil and Gas Intercontinental Group Ltd., Calgary Oil and Syndicate Partners Ltd. and Petroworld Energy Ltd. and T5 SC Oil and Gas Limited Partnership (collectively, the "Petitioners") intend to propose a Plan of Reorganization and Compromise (the "Plan") pursuant to the Companies' Creditors Arrangement Act (the "CCAA" and the "CCAA Proceedings").

WHEREAS the Plan will be submitted, with the exception of holders of claims that fall under Section 5.1(2) of the CCAA and Crown Capital LP Partner Funding Inc., to the holders (the "Affected Creditors") of claims ("Affected Claims") for voting purposes at a meeting of the Affected Creditors (the "Creditors' Meeting") to be held in accordance with the Plan.

WHEREAS COGL and Spartan Delta Corp., a publicly traded company listed on the facilities of the TSX Venture Exchange, will be entering into a definitive agreement providing for a \$37,500,000 equity investment into COGL, which investment, in accordance with the Plan, is expected to result in recovery to the Affected Creditor of 65 to 70% of the value of the Affected Claim.

**WHEREAS** this support agreement (the "Agreement") confirms the support of the undersigned Holder of an Affected Claim (the "Consenting Creditor"), on the terms and conditions set out herein, for the Plan.

**WHEREAS**, the Consenting Creditor and the Petitioners are collectively referred to herein as the "Parties", and each of them as a "Party".

**NOW THEREFORE**, in consideration for the covenants and agreements set forth herein, and for other good and valuable consideration, the receipt of which are hereby acknowledged, the Parties hereby agree as follows.

### ARTICLE 1 REPRESENTATIONS AND WARRANTIES

#### **1.1** Mutual Representations and Warranties

Each Party represents and warrants to and in favour of the other Parties that this Agreement has been duly executed and delivered by it and constitutes a valid and binding obligation of such Party enforceable against it in accordance with its terms, subject to bankruptcy, insolvency and other laws affecting the enforcement of creditors' rights generally.

#### **1.2** Additional Representations and Warranties of the Consenting Creditor

The Consenting Creditor further represents and warrants to and in favour of the Petitioners that (i) it is either the legal and beneficial owner of, or has investment or voting discretion with respect to, the principal amount of the Affected Claim set forth in the confidential "Acknowledgement of Affected Claim" executed by such Consenting Creditor as at the date of this Agreement, the form of which is attached as <u>Schedule "A"</u>; and (ii) it has full power and

authority to vote on and consent to all matters concerning such Affected Claim and to otherwise perform its obligations hereunder in respect of such Affected Claim.

### ARTICLE 2 COVENANTS

#### 2.1 Support for the Plan

- (1) So long as this Agreement shall remain in effect, and subject to the other terms and conditions of this Agreement, the Consenting Creditor agrees for itself and on behalf of the accounts within its control:
  - (a) cooperate with the BDO Canada Limited (the "Monitor") and the Petitioners in good faith to support the restructuring of the Petitioners in the manner contemplated by this Agreement and the Plan;
  - (b) support the Plan and use its commercially reasonable efforts upon the reasonable requests of the Monitor or the Petitioners to facilitate the approval, sanction and implementation of the Plan at the earliest practicable date;
  - (c) not pursue, propose, support or encourage the pursuit, proposal or support of any other restructuring or plan in respect of the Petitioners other than pursuant to the Plan (to the extent the Plan continues to apply to the Petitioners);
  - refrain from doing anything or taking any action that would frustrate the purposes and intent of this Agreement and the restructuring contemplated by the Plan, including without limitation refraining from opposing any motions brought by the Monitor or the Petitioners in support of the Plan and the restructuring contemplated by the Plan, or bringing any motions, or supporting any motions brought by third parties, seeking relief that is not consistent with this Agreement and the restructuring contemplated by the Plan;
  - (e) promptly, upon receipt thereof, irrevocably submit its completed Form of Proxy to BDO Canada Limited, in its capacity as Monitor, designating Matti Lemmens, of the law firm Borden Ladner Gervais LLP, as nominee of the Consenting Creditor with power of substitution to:
    - (i) attend on behalf of and act for the Consenting Creditor at the Creditors' Meeting to be held in connection with the Plan, and at any adjournments thereof:
    - (ii) irrevocably vote the full amount of the Consenting Creditor's Affected Claim for approval of the Plan; and
  - (f) not sell, transfer, assign or permit the sale, transfer or assignment of, any of its Affected Claim, unless the transferee thereof agrees in writing for the benefit of the Parties hereto to be bound by this Agreement and the Plan and executes and delivers to the Parties a counterpart signature page of this Agreement. Any sale, transfer or assignment of an Affected Claim by a Consenting Creditor not in compliance with the requirements of this Article shall be void *ab initio*.

# ARTICLE 3 TERMINATION

#### 3.1 Termination of this Agreement

This Agreement and the obligations of the Parties hereunder shall terminate upon the earliest to occur of (such earliest date being the "Expiry Date"): (a) written notice by a Party to the other Parties that (i) any court (including the Court of Queen's Bench of Alberta (the "Court")) has declared, in a final order not subject to appeal, this Agreement to be unenforceable; or (ii) the Plan is not approved following a vote by the necessary amount of creditors required under the CCAA or, if so approved, is not sanctioned by the Court and all appeals of such order have been exhausted; (b) implementation of the Plan; or (c) June 30, 2021.

# ARTICLE 4 MISCELLANEOUS

#### 4.1 Consideration

It is hereby acknowledged by the Parties hereto that no consideration shall be due or paid to the Consenting Creditor for its agreement to vote to accept the Plan in accordance with the terms and conditions of this Agreement, other than the Petitioners' commitment to use commercially reasonable efforts to obtain approval of the Plan by the requisite majorities of holders of Affected Claims and the Court in accordance with the terms and conditions of this Agreement.

#### 4.2 Amendments, Waivers and Assignments

Any provision in this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by each of the Parties hereto, or in the case of a waiver, by the Party against whom the waiver is to be effective. No assignment of this Agreement or any provision hereof is effective without the prior written consent of the other Parties.

#### 4.3 No Third Party Beneficiaries

This Agreement is solely for the benefit of the Parties and their respective heirs, executors, administrators, other legal representatives, successors and permitted assigns, and this Agreement will not be deemed to confer upon or give to any other person, entity or party any remedy, claim, liability, reimbursement, cause of action or other right.

#### 4.4 Severability

If any term or other provision of this Agreement is found by a court of competent jurisdiction in the Province of Alberta, including the Court, be invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement as necessary so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the terms of this Agreement remain as originally contemplated to the fullest extent possible.

#### 4.5 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein.

#### 4.6 Headings

The headings of the sections, paragraphs and subsections of this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement.

#### 4.7 Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same Agreement. Executed copies of this Agreement may be delivered by facsimile or email.

[Signature Page Follows]

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed and delivered by its duly authorized officer as of the date first written above.

CALGARY OIL & GAS SYNDICATE GROUP LTD.
ON ITS OWN BEHALF AND ON BEHALF OF
CALGARY OIL AND GAS INTERCONTINENTAL
GROUP LTD., CALGARY OIL AND SYNDICATE
PARTNERS LTD. AND PETROWORLD ENERGY
LTD. AND T5 SC OIL AND GAS LIMITED
PARTNERSHIP

Per:			
	Name: Title:		

CONNATE WATER SOLUTIONS INC.

Per:

Name: Geoff Kovacik M.Sc. P.Geo.

Title: President

#### **SCHEDULE "A"**

#### STRICTLY CONFIDENTIAL

#### **ACKNOWLEDGEMENT OF AFFECTED CLAIM**

TO:	CALGARY OIL & GAS SYNDICATE GROUP LTD., CALGARY OIL AND GA	S
	INTERCONTINENTAL GROUP LTD., CALGARY OIL AND SYNDICAT	Ε
	PARTNERS LTD. AND PETROWORLD ENERGY LTD. AND T5 SC OIL AN	D

**GAS LIMITED PARTNERSHIP** 

RE: Acknowledgment of Holdings of Affected Claim

**WHEREAS** the undersigned has entered into the Plan Support Agreement as of the date hereof regarding the principal terms of the restructuring of the Affected Claim pursuant to the Plan (the "Plan Support Agreement");

**WHEREAS** capitalized terms used herein but not defined have the meanings ascribed to them in the Plan Support Agreement;

WHEREAS the undersigned represents and warrants in the Plan Support Agreement that, as at the date of the Plan Support Agreement, it (or a client for which it has investment or voting authority) is a legal and beneficial holder of Affected Claim in the aggregate principal amount(s) set forth in an executed acknowledgment;

**NOW THEREFORE** pursuant to the Plan Support Agreement, the undersigned hereby acknowledges and confirms that, as at the date of the Plan Support Agreement, it (or a client for which it has investment or voting authority) is the holder of CDN\$ 7,315.17 aggregate principal amount of Affected Claim.

This Acknowledgement is delivered pursuant to the terms and conditions of the Plan Support Agreement and is hereby incorporated into and made subject to the terms of the Support Agreement.

# Name of Consenting Creditor: Connate Water Solutions Inc.

April 20 , 2021.

Dated:

Per:

Name: Geoff Kovacik M.Sc. P.Geo.

Title: President

I have the authority to bind the party named herein.

#### PLAN SUPPORT AGREEMENT

**THIS AGREEMENT** is made as of April 20, 2021.

#### RECITALS

**WHEREAS** Calgary Oil & Gas Syndicate Group Ltd. ("COGL"), Calgary Oil and Gas Intercontinental Group Ltd., Calgary Oil and Syndicate Partners Ltd. and Petroworld Energy Ltd. and T5 SC Oil and Gas Limited Partnership (collectively, the "Petitioners") intend to propose a Plan of Reorganization and Compromise (the "Plan") pursuant to the *Companies' Creditors Arrangement Act* (the "CCAA" and the "CCAA Proceedings").

WHEREAS the Plan will be submitted, with the exception of holders of claims that fall under Section 5.1(2) of the CCAA and Crown Capital LP Partner Funding Inc., to the holders (the "Affected Creditors") of claims ("Affected Claims") for voting purposes at a meeting of the Affected Creditors (the "Creditors' Meeting") to be held in accordance with the Plan.

WHEREAS COGL and Spartan Delta Corp., a publicly traded company listed on the facilities of the TSX Venture Exchange, will be entering into a definitive agreement providing for a \$37,500,000 equity investment into COGL, which investment, in accordance with the Plan, is expected to result in recovery to the Affected Creditor of 65 to 70% of the value of the Affected Claim.

**WHEREAS** this support agreement (the "Agreement") confirms the support of the undersigned Holder of an Affected Claim (the "Consenting Creditor"), on the terms and conditions set out herein, for the Plan.

**WHEREAS**, the Consenting Creditor and the Petitioners are collectively referred to herein as the "Parties", and each of them as a "Party".

**NOW THEREFORE**, in consideration for the covenants and agreements set forth herein, and for other good and valuable consideration, the receipt of which are hereby acknowledged, the Parties hereby agree as follows.

# ARTICLE 1 REPRESENTATIONS AND WARRANTIES

#### **1.1** Mutual Representations and Warranties

Each Party represents and warrants to and in favour of the other Parties that this Agreement has been duly executed and delivered by it and constitutes a valid and binding obligation of such Party enforceable against it in accordance with its terms, subject to bankruptcy, insolvency and other laws affecting the enforcement of creditors' rights generally.

#### **1.2** Additional Representations and Warranties of the Consenting Creditor

The Consenting Creditor further represents and warrants to and in favour of the Petitioners that (i) it is either the legal and beneficial owner of, or has investment or voting discretion with respect to, the principal amount of the Affected Claim set forth in the confidential "Acknowledgement of Affected Claim" executed by such Consenting Creditor as at the date of this Agreement, the form of which is attached as <u>Schedule "A"</u>; and (ii) it has full power and

authority to vote on and consent to all matters concerning such Affected Claim and to otherwise perform its obligations hereunder in respect of such Affected Claim.

### ARTICLE 2 COVENANTS

#### 2.1 Support for the Plan

- (1) So long as this Agreement shall remain in effect, and subject to the other terms and conditions of this Agreement, the Consenting Creditor agrees for itself and on behalf of the accounts within its control:
  - (a) cooperate with the BDO Canada Limited (the "Monitor") and the Petitioners in good faith to support the restructuring of the Petitioners in the manner contemplated by this Agreement and the Plan;
  - (b) support the Plan and use its commercially reasonable efforts upon the reasonable requests of the Monitor or the Petitioners to facilitate the approval, sanction and implementation of the Plan at the earliest practicable date;
  - (c) not pursue, propose, support or encourage the pursuit, proposal or support of any other restructuring or plan in respect of the Petitioners other than pursuant to the Plan (to the extent the Plan continues to apply to the Petitioners);
  - (d) refrain from doing anything or taking any action that would frustrate the purposes and intent of this Agreement and the restructuring contemplated by the Plan, including without limitation refraining from opposing any motions brought by the Monitor or the Petitioners in support of the Plan and the restructuring contemplated by the Plan, or bringing any motions, or supporting any motions brought by third parties, seeking relief that is not consistent with this Agreement and the restructuring contemplated by the Plan;
  - (e) promptly, upon receipt thereof, irrevocably submit its completed Form of Proxy to BDO Canada Limited, in its capacity as Monitor, designating Matti Lemmens, of the law firm Borden Ladner Gervais LLP, as nominee of the Consenting Creditor with power of substitution to:
    - (i) attend on behalf of and act for the Consenting Creditor at the Creditors' Meeting to be held in connection with the Plan, and at any adjournments thereof;
    - (ii) irrevocably vote the full amount of the Consenting Creditor's Affected Claim for approval of the Plan; and
  - (f) not sell, transfer, assign or permit the sale, transfer or assignment of, any of its Affected Claim, unless the transferee thereof agrees in writing for the benefit of the Parties hereto to be bound by this Agreement and the Plan and executes and delivers to the Parties a counterpart signature page of this Agreement. Any sale, transfer or assignment of an Affected Claim by a Consenting Creditor not in compliance with the requirements of this Article shall be void *ab initio*.

# ARTICLE 3 TERMINATION

#### **3.1** Termination of this Agreement

This Agreement and the obligations of the Parties hereunder shall terminate upon the earliest to occur of (such earliest date being the "Expiry Date"): (a) written notice by a Party to the other Parties that (i) any court (including the Court of Queen's Bench of Alberta (the "Court")) has declared, in a final order not subject to appeal, this Agreement to be unenforceable; or (ii) the Plan is not approved following a vote by the necessary amount of creditors required under the CCAA or, if so approved, is not sanctioned by the Court and all appeals of such order have been exhausted; (b) implementation of the Plan; or (c) June 30, 2021.

# ARTICLE 4 MISCELLANEOUS

#### 4.1 Consideration

It is hereby acknowledged by the Parties hereto that no consideration shall be due or paid to the Consenting Creditor for its agreement to vote to accept the Plan in accordance with the terms and conditions of this Agreement, other than the Petitioners' commitment to use commercially reasonable efforts to obtain approval of the Plan by the requisite majorities of holders of Affected Claims and the Court in accordance with the terms and conditions of this Agreement.

#### 4.2 Amendments, Waivers and Assignments

Any provision in this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by each of the Parties hereto, or in the case of a waiver, by the Party against whom the waiver is to be effective. No assignment of this Agreement or any provision hereof is effective without the prior written consent of the other Parties.

#### 4.3 No Third Party Beneficiaries

This Agreement is solely for the benefit of the Parties and their respective heirs, executors, administrators, other legal representatives, successors and permitted assigns, and this Agreement will not be deemed to confer upon or give to any other person, entity or party any remedy, claim, liability, reimbursement, cause of action or other right.

#### 4.4 Severability

If any term or other provision of this Agreement is found by a court of competent jurisdiction in the Province of Alberta, including the Court, be invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement as necessary so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the terms of this Agreement remain as originally contemplated to the fullest extent possible.

#### 4.5 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein.

#### 4.6 Headings

The headings of the sections, paragraphs and subsections of this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement.

#### 4.7 Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same Agreement. Executed copies of this Agreement may be delivered by facsimile or email.

[Signature Page Follows]

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed and delivered by its duly authorized officer as of the date first written above.

CALGARY OIL & GAS SYNDICATE GROUP LTD. ON ITS OWN BEHALF AND ON BEHALF OF CALGARY OIL AND GAS INTERCONTINENTAL GROUP LTD., CALGARY OIL AND SYNDICATE PARTNERS LTD. AND PETROWORLD ENERGY LTD. AND T5 SC OIL AND GAS LIMITED PARTNERSHIP

Per.	
	Name: Title:
COR	E LABORATORIES CANADA LTD.
Per:	
	Name: Andrew Burgess

### SCHEDULE "A"

### STRICTLY CONFIDENTIAL

### ACKNOWLEDGEMENT OF AFFECTED CLAIM

TO:	INTERCON PARTNERS	CALGARY OIL & GAS SYNDICATE GROUP LTD., CALGARY OIL AND GAS INTERCONTINENTAL GROUP LTD., CALGARY OIL AND SYNDICATE PARTNERS LTD. AND PETROWORLD ENERGY LTD. AND T5 SC OIL AND GAS LIMITED PARTNERSHIP						
RE:	Acknowledg	gment of Holding	gs of Affecte	d Claim				
hereof reg	HEREAS the understanding the prince Plan Support A	ipal terms of th	ntered into the restructuri	ne Plan Support Agreement as of the date ng of the Affected Claim pursuant to the				
	<b>HEREAS</b> capital e Plan Support <i>A</i>		herein but r	ot defined have the meanings ascribed to				
that, as at voting aut	the date of the	Plan Support A I and beneficia	greement, it I holder of <i>I</i>	warrants in the Plan Support Agreement (or a client for which it has investment or affected Claim in the aggregate principal				
acknowled which it ha	lges and confirm	ns that, as at the voting authority	e date of the i) is the holde	port Agreement, the undersigned hereby Plan Support Agreement, it (or a client for of CDN\$_2,449.13				
Th	is Acknowledge agreement and	ment is deliver	ed pursuant	to the terms and conditions of the Plan and made subject to the terms of the				
			Name	of Consenting Creditor:				
v.			CORE	LABORATORIES CANADA LTD.				
Dated: _	April 20	, 2021.	Per:					
				Name: Andrew Burgess Title: VP. Controller				

I have the authority to bind the party named herein.

#### **PLAN SUPPORT AGREEMENT**

THIS AGREEMENT is made as of April 19, 2021.

#### **RECITALS**

WHEREAS Calgary Oil & Gas Syndicate Group Ltd. ("COGL"), Calgary Oil and Gas Intercontinental Group Ltd., Calgary Oil and Syndicate Partners Ltd. and Petroworld Energy Ltd. and T5 SC Oil and Gas Limited Partnership (collectively, the "Petitioners") intend to propose a Plan of Reorganization and Compromise (the "Plan") pursuant to the Companies' Creditors Arrangement Act (the "CCAA" and the "CCAA Proceedings").

WHEREAS the Plan will be submitted, with the exception of holders of claims that fall under Section 5.1(2) of the CCAA and Crown Capital LP Partner Funding Inc., to the holders (the "Affected Creditors") of claims ("Affected Claims") for voting purposes at a meeting of the Affected Creditors (the "Creditors' Meeting") to be held in accordance with the Plan.

WHEREAS COGL and Spartan Delta Corp., a publicly traded company listed on the facilities of the TSX Venture Exchange, will be entering into a definitive agreement providing for a \$37,500,000 equity investment into COGL, which investment, in accordance with the Plan, is expected to result in recovery to the Affected Creditor of 65 to 70% of the value of the Affected Claim.

WHEREAS this support agreement (the "Agreement") confirms the support of the undersigned Holder of an Affected Claim (the "Consenting Creditor"), on the terms and conditions set but herein, for the Plan.

**WHEREAS**, the Consenting Creditor and the Petitioners are collectively referred to herein as the "Parties", and each of them as a "Party".

**NOW THEREFORE**, in consideration for the covenants and agreements set forth herein, and for other good and valuable consideration, the receipt of which are hereby acknowledged, the Parties hereby agree as follows.

# ARTICLE 1 REPRESENTATIONS AND WARRANTIES

#### 1.1 Mutual Representations and Warranties

Each Party represents and warrants to and in favour of the other Parties that this Agreement has been duly executed and delivered by it and constitutes a valid and binding obligation of such Party enforceable against it in accordance with its terms, subject to bankruptcy, insolvency and other laws affecting the enforcement of creditors' rights generally.

### 1.2 Additional Representations and Warranties of the Consenting Creditor

The Consenting Creditor further represents and warrants to and in favour of the Petitioners that (i) it is either the legal and beneficial owner of, or has investment or voting discretion with respect to, the principal amount of the Affected Claim set forth in the confidential "Acknowledgement of Affected Claim" executed by such Consenting Creditor as at the date of this Agreement, the form of which is attached as Schedule "A"; and (ii) it has full power and

authority to vote on and consent to all matters concerning such Affected Claim and to otherwise perform its obligations hereunder in respect of such Affected Claim.

# ARTICLE 2 COVENANTS

#### 2.1 Support for the Plan

- (1) So long as this Agreement shall remain in effect, and subject to the other terms and conditions of this Agreement, the Consenting Creditor agrees for itself and on behalf of the accounts within its control:
  - (a) cooperate with the BDO Canada Limited (the "Monitor") and the Petitioners in good faith to support the restructuring of the Petitioners in the manner contemplated by this Agreement and the Plan;
  - (b) support the Plan and use its commercially reasonable efforts upon the reasonable requests of the Monitor or the Petitioners to facilitate the approval, sanction and implementation of the Plan at the earliest practicable date;
  - (c) not pursue, propose, support or encourage the pursuit, proposal or support of any other restructuring or plan in respect of the Petitioners other than pursuant to the Plan (to the extent the Plan continues to apply to the Petitioners);
  - refrain from doing anything or taking any action that would frustrate the purposes and intent of this Agreement and the restructuring contemplated by the Plan, including without limitation refraining from opposing any motions brought by the Monitor or the Petitioners in support of the Plan and the restructuring contemplated by the Plan, or bringing any motions, or supporting any motions brought by third parties, seeking relief that is not consistent with this Agreement and the restructuring contemplated by the Plan;
  - (e) promptly, upon receipt thereof, irrevocably submit its completed Form of Proxy to BDO Canada Limited, in its capacity as Monitor, designating Matti Lemmens, of the law firm Borden Ladner Gervais LLP, as nominee of the Consenting Creditor with power of substitution to:
    - (i) attend on behalf of and act for the Consenting Creditor at the Creditors' Meeting to be held in connection with the Plan, and at any adjournments thereof;
    - (ii) irrevocably vote the full amount of the Consenting Creditor's Affected Claim for approval of the Plan; and
  - (f) not sell, transfer, assign or permit the sale, transfer or assignment of, any of its Affected Claim, unless the transferee thereof agrees in writing for the benefit of the Parties hereto to be bound by this Agreement and the Plan and executes and delivers to the Parties a counterpart signature page of this Agreement. Any sale, transfer or assignment of an Affected Claim by a Consenting Creditor not in compliance with the requirements of this Article shall be void *ab initio*.

#### **ARTICLE 3**

#### **TERMINATION**

#### 3.1 Termination of this Agreement

This Agreement and the obligations of the Parties hereunder shall terminate upon the earliest to occur of (such earliest date being the "Expiry Date"): (a) written notice by a Party to the other Parties that (i) any court (including the Court of Queen's Bench of Alberta (the "Court")) has declared, in a final order not subject to appeal, this Agreement to be unenforceable; or (ii) the Plan is not approved following a vote by the necessary amount of creditors required under the CCAA or, if so approved, is not sanctioned by the Court and all appeals of such order have been exhausted; (b) implementation of the Plan; or (c) June 30, 2021.

# ARTICLE 4 MISCELLANEOUS

#### 4.1 Consideration

It is hereby acknowledged by the Parties hereto that no consideration shall be due or paid to the Consenting Creditor for its agreement to vote to accept the Plan in accordance with the terms and conditions of this Agreement, other than the Petitioners' commitment to use commercially reasonable efforts to obtain approval of the Plan by the requisite majorities of holders of Affected Claims and the Court in accordance with the terms and conditions of this Agreement.

#### 4.2 Amendments, Waivers and Assignments

Any provision in this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by each of the Parties hereto, or in the case of a waiver, by the Party against whom the waiver is to be effective. No assignment of this Agreement or any provision hereof is effective without the prior written consent of the other Parties.

#### 4.3 No Third Party Beneficiaries

This Agreement is solely for the benefit of the Parties and their respective heirs, executors, administrators, other legal representatives, successors and permitted assigns, and this Agreement will not be deemed to confer upon or give to any other person, entity or party any remedy, claim, liability, reimbursement, cause of action or other right.

#### 4.4 Severability

If any term or other provision of this Agreement is found by a court of competent jurisdiction in the Province of Alberta, including the Court, be invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement as necessary so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the terms of this Agreement remain as originally contemplated to the fullest extent possible.

4.5

### Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein.

#### 4.6 Headings

The headings of the sections, paragraphs and subsections of this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement.

#### 4.7 Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same Agreement. Executed copies of this Agreement may be delivered by facsimile or email.

[Signature Page Follows]

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed and delivered by its duly authorized officer as of the date first written above.

CALGARY OIL & GAS SYNDICATE GROUP LTD. ON ITS OWN BEHALF AND ON BEHALF OF CALGARY OIL AND GAS INTERCONTINENTAL GROUP LTD., CALGARY OIL AND SYNDICATE PARTNERS LTD. AND PETROWORLD ENERGY LTD. AND T5 SC OIL AND GAS LIMITED PARTNERSHIP

Per:	
	Name:
	Title:
[INSE	ERT NAME OF CREDITOR]
	(1)
Dani	Das Nitrogen Services Ltd
Per:	
	Namé: I rave Stewart.

Title: Owner

#### **SCHEDULE "A"**

#### STRICTLY CONFIDENTIAL

#### **ACKNOWLEDGEMENT OF AFFECTED CLAIM**

TO:

CALGARY OIL & GAS SYNDICATE GROUP LTD., CALGARY OIL AND GAS INTERCONTINENTAL GROUP LTD., CALGARY OIL AND SYNDICATE PARTNERS LTD. AND PETROWORLD ENERGY LTD. AND T5 SC OIL AND GAS LIMITED PARTNERSHIP

RE:

Acknowledgment of Holdings of Affected Claim

**WHEREAS** the undersigned has entered into the Plan Support Agreement as of the date hereof regarding the principal terms of the restructuring of the Affected Claim pursuant to the Plan (the "Plan Support Agreement");

**WHEREAS** capitalized terms used herein but not defined have the meanings ascribed to them in the Plan Support Agreement;

WHEREAS the undersigned represents and warrants in the Plan Support Agreement that, as at the date of the Plan Support Agreement, it (or a client for which it has investment or voting authority) is a legal and beneficial holder of Affected Claim in the aggregate principal amount(s) set forth in an executed acknowledgment;

**NOW THEREFORE** pursuant to the Plan Support Agreement, the undersigned hereby acknowledges and confirms that, as at the date of the Plan Support Agreement, it (or a client for which it has investment or voting authority) is the holder of CDN\$  $\psi$ , 29, 25 aggregate principal amount of Affected Claim.

This Acknowledgement is delivered pursuant to the terms and conditions of the Plan Support Agreement and is hereby incorporated into and made subject to the terms of the Support Agreement.

Name of Consenting Creditor:

Dated: Arvil 19 , 2021.

Name:

Title: Owner
I have the authority to bind the party named

herein.

### PLAN SUPPORT AGREEMENT

THIS AGREEMENT is made as of April 19, 2021.

#### **RECITALS**

WHEREAS Calgary Oil & Gas Syndicate Group Ltd. ("COGL"), Calgary Oil and Gas Intercontinental Group Ltd., Calgary Oil and Syndicate Partners Ltd. and Petroworld Energy Ltd. and T5 SC Oil and Gas Limited Partnership (collectively, the "Petitioners") intend to propose a Plan of Reorganization and Compromise (the "Plan") pursuant to the Companies' Creditors Arrangement Act (the "CCAA" and the "CCAA Proceedings").

WHEREAS the Plan will be submitted, with the exception of holders of claims that fall under Section 5.1(2) of the CCAA and Crown Capital LP Partner Funding Inc., to the holders (the "Affected Creditors") of claims ("Affected Claims") for voting purposes at a meeting of the Affected Creditors (the "Creditors' Meeting") to be held in accordance with the Plan.

WHEREAS COGL and Spartan Delta Corp., a publicly traded company listed on the facilities of the TSX Venture Exchange, will be entering into a definitive agreement providing for a \$37,500,000 equity investment into COGL, which investment, in accordance with the Plan, is expected to result in recovery to the Affected Creditor of 65 to 70% of the value of the Affected Claim.

WHEREAS this support agreement (the "Agreement") confirms the support of the undersigned Holder of an Affected Claim (the "Consenting Creditor"), on the terms and conditions set out herein, for the Plan.

WHEREAS, the Consenting Creditor and the Petitioners are collectively referred to herein as the "Parties", and each of them as a "Party".

**NOW THEREFORE**, in consideration for the covenants and agreements set forth herein, and for other good and valuable consideration, the receipt of which are hereby acknowledged, the Parties hereby agree as follows.

# ARTICLE 1 REPRESENTATIONS AND WARRANTIES

### 1.1 Mutual Representations and Warranties

Each Party represents and warrants to and in favour of the other Parties that this Agreement has been duly executed and delivered by it and constitutes a valid and binding obligation of such Party enforceable against it in accordance with its terms, subject to bankruptcy, insolvency and other laws affecting the enforcement of creditors' rights generally.

### 1.2 Additional Representations and Warranties of the Consenting Creditor

The Consenting Creditor further represents and warrants to and in favour of the Petitioners that (i) it is either the legal and beneficial owner of, or has investment or voting discretion with respect to, the principal amount of the Affected Claim set forth in the confidential "Acknowledgement of Affected Claim" executed by such Consenting Creditor as at the date of this Agreement, the form of which is attached as <a href="Schedule">Schedule "A"</a>; and (ii) it has full power and

authority to vote on and consent to all matters concerning such Affected Claim and to otherwise perform its obligations hereunder in respect of such Affected Claim.

# ARTICLE 2 COVENANTS

- 2.1 Support for the Plan
- (1) So long as this Agreement shall remain in effect, and subject to the other terms and conditions of this Agreement, the Consenting Creditor agrees for itself and on behalf of the accounts within its control:
  - (a) cooperate with the BDO Canada Limited (the "Monitor") and the Petitioners in good faith to support the restructuring of the Petitioners in the manner contemplated by this Agreement and the Plan;
  - (b) support the Plan and use its commercially reasonable efforts upon the reasonable requests of the Monitor or the Petitioners to facilitate the approval, sanction and implementation of the Plan at the earliest practicable date;
  - (c) not pursue, propose, support or encourage the pursuit, proposal or support of any other restructuring or plan in respect of the Petitioners other than pursuant to the Plan (to the extent the Plan continues to apply to the Petitioners);
  - (d) refrain from doing anything or taking any action that would frustrate the purposes and intent of this Agreement and the restructuring contemplated by the Plan, including without limitation refraining from opposing any motions brought by the Monitor or the Petitioners in support of the Plan and the restructuring contemplated by the Plan, or bringing any motions, or supporting any motions brought by third parties, seeking relief that is not consistent with this Agreement and the restructuring contemplated by the Plan;
  - (e) promptly, upon receipt thereof, irrevocably submit its completed Form of Proxy to BDO Canada Limited, in its capacity as Monitor, designating Matti Lemmens, of the law firm Borden Ladner Gervais LLP, as nominee of the Consenting Creditor with power of substitution to:
    - (i) attend on behalf of and act for the Consenting Creditor at the Creditors' Meeting to be held in connection with the Plan, and at any adjournments thereof;
    - (ii) irrevocably vote the full amount of the Consenting Creditor's Affected Claim for approval of the Plan; and
  - (f) not sell, transfer, assign or permit the sale, transfer or assignment of, any of its Affected Claim, unless the transferee thereof agrees in writing for the benefit of the Parties hereto to be bound by this Agreement and the Plan and executes and delivers to the Parties a counterpart signature page of this Agreement. Any sale, transfer or assignment of an Affected Claim by a Consenting Creditor not in compliance with the requirements of this Article shall be void *ab initio*.

# ARTICLE 3 TERMINATION

### 3.1 Termination of this Agreement

This Agreement and the obligations of the Parties hereunder shall terminate upon the earliest to occur of (such earliest date being the "Expiry Date"): (a) written notice by a Party to the other Parties that (i) any court (including the Court of Queen's Bench of Alberta (the "Court")) has declared, in a final order not subject to appeal, this Agreement to be unenforceable; or (ii) the Plan is not approved following a vote by the necessary amount of creditors required under the CCAA or, if so approved, is not sanctioned by the Court and all appeals of such order have been exhausted; (b) implementation of the Plan; or (c) June 30, 2021.

# ARTICLE 4 MISCELLANEOUS

#### 4.1 Consideration

It is hereby acknowledged by the Parties hereto that no consideration shall be due or paid to the Consenting Creditor for its agreement to vote to accept the Plan in accordance with the terms and conditions of this Agreement, other than the Petitioners' commitment to use commercially reasonable efforts to obtain approval of the Plan by the requisite majorities of holders of Affected Claims and the Court in accordance with the terms and conditions of this Agreement.

### 4.2 Amendments, Waivers and Assignments

Any provision in this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by each of the Parties hereto, or in the case of a waiver, by the Party against whom the waiver is to be effective. No assignment of this Agreement or any provision hereof is effective without the prior written consent of the other Parties.

#### 4.3 No Third Party Beneficiaries

This Agreement is solely for the benefit of the Parties and their respective heirs, executors, administrators, other legal representatives, successors and permitted assigns, and this Agreement will not be deemed to confer upon or give to any other person, entity or party any remedy, claim, liability, reimbursement, cause of action or other right.

#### 4.4 Severability

If any term or other provision of this Agreement is found by a court of competent jurisdiction in the Province of Alberta, including the Court, be invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement as necessary so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the terms of this Agreement remain as originally contemplated to the fullest extent possible.

### 4.5 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein.

#### 4.6 Headings

The headings of the sections, paragraphs and subsections of this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement.

#### 4.7 Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same Agreement. Executed copies of this Agreement may be delivered by facsimile or email.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered by its duly authorized officer as of the date first written above.

> CALGARY OIL & GAS SYNDICATE GROUP LTD. ON ITS OWN BEHALF AND ON BEHALF OF CALGARY OIL AND GAS INTERCONTINENTAL **GROUP LTD., CALGARY OIL AND SYNDICATE** PARTNERS LTD. AND PETROWORLD ENERGY LTD. AND T5 SC OIL AND GAS LIMITED **PARTNERSHIP**

Per:	4		
	Name: Title:		

[INSERT NAME OF CREDITOR] DASH ENERGY SERVICES LTD.

Name:

TREVOR BARCIAY
GENERAL MANAGEN

#### SCHEDULE "A"

### STRICTLY CONFIDENTIAL

## **ACKNOWLEDGEMENT OF AFFECTED CLAIM**

TO:

CALGARY OIL & GAS SYNDICATE GROUP LTD., CALGARY OIL AND GAS INTERCONTINENTAL GROUP LTD., CALGARY OIL AND SYNDICATE PARTNERS LTD. AND PETROWORLD ENERGY LTD. AND T5 SC OIL AND GAS LIMITED PARTNERSHIP

RE:

Dated: APRILIY , 2021.

Acknowledgment of Holdings of Affected Claim

WHEREAS the undersigned has entered into the Plan Support Agreement as of the date hereof regarding the principal terms of the restructuring of the Affected Claim pursuant to the Plan (the "Plan Support Agreement");

WHEREAS capitalized terms used herein but not defined have the meanings ascribed to them in the Plan Support Agreement:

WHEREAS the undersigned represents and warrants in the Plan Support Agreement that, as at the date of the Plan Support Agreement, it (or a client for which it has investment or voting authority) is a legal and beneficial holder of Affected Claim in the aggregate principal amount(s) set forth in an executed acknowledgment;

NOW THEREFORE pursuant to the Plan Support Agreement, the undersigned hereby acknowledges and confirms that, as at the date of the Plan Support Agreement, it (or a client for which it has investment or voting authority) is the holder of CDN\$ 10, 926.54 aggregate principal amount of Affected Claim.

This Acknowledgement is delivered pursuant to the terms and conditions of the Plan Support Agreement and is hereby incorporated into and made subject to the terms of the Support Agreement.

Name of Consenting Creditor:

Title: GENERAL MANGER I have the authority to bind the party named

herein.

#### PLAN SUPPORT AGREEMENT

THIS AGREEMENT is made as of April 20, 2021.

#### **RECITALS**

WHEREAS Calgary Oil & Gas Syndicate Group Ltd. ("COGL"), Calgary Oil and Gas Intercontinental Group Ltd., Calgary Oil and Syndicate Partners Ltd. and Petroworld Energy Ltd. and T5 SC Oil and Gas Limited Partnership (collectively, the "Petitioners") intend to propose a Plan of Reorganization and Compromise (the "Plan") pursuant to the Companies' Creditors Arrangement Act (the "CCAA" and the "CCAA Proceedings").

WHEREAS the Plan will be submitted, with the exception of holders of claims that fall under Section 5.1(2) of the CCAA and Crown Capital LP Partner Funding Inc., to the holders (the "Affected Creditors") of claims ("Affected Claims") for voting purposes at a meeting of the Affected Creditors (the "Creditors' Meeting") to be held in accordance with the Plan.

WHEREAS COGL and Spartan Delta Corp., a publicly traded company listed on the facilities of the TSX Venture Exchange, will be entering into a definitive agreement providing for a \$37,500,000 equity investment into COGL, which investment, in accordance with the Plan, is expected to result in recovery to the Affected Creditor of 65 to 70% of the value of the Affected Claim.

WHEREAS this support agreement (the "Agreement") confirms the support of the undersigned Holder of an Affected Claim (the "Consenting Creditor"), on the terms and conditions set out herein, for the Plan.

**WHEREAS**, the Consenting Creditor and the Petitioners are collectively referred to herein as the "Parties", and each of them as a "Party".

**NOW THEREFORE**, in consideration for the covenants and agreements set forth herein, and for other good and valuable consideration, the receipt of which are hereby acknowledged, the Parties hereby agree as follows.

## ARTICLE 1 REPRESENTATIONS AND WARRANTIES

#### 1.1 Mutual Representations and Warranties

Each Party represents and warrants to and in favour of the other Parties that this Agreement has been duly executed and delivered by it and constitutes a valid and binding obligation of such Party enforceable against it in accordance with its terms, subject to bankruptcy, insolvency and other laws affecting the enforcement of creditors' rights generally.

#### 1.2 Additional Representations and Warranties of the Consenting Creditor

The Consenting Creditor further represents and warrants to and in favour of the Petitioners that (i) it is either the legal and beneficial owner of, or has investment or voting discretion with respect to, the principal amount of the Affected Claim set forth in the confidential "Acknowledgement of Affected Claim" executed by such Consenting Creditor as at the date of this Agreement, the form of which is attached as <u>Schedule "A"</u>; and (ii) it has full power and

authority to vote on and consent to all matters concerning such Affected Claim and to otherwise perform its obligations hereunder in respect of such Affected Claim.

# ARTICLE 2 COVENANTS

#### 2.1 Support for the Plan

- (1) So long as this Agreement shall remain in effect, and subject to the other terms and conditions of this Agreement, the Consenting Creditor agrees for itself and on behalf of the accounts within its control:
  - (a) cooperate with the BDO Canada Limited (the "Monitor") and the Petitioners in good faith to support the restructuring of the Petitioners in the manner contemplated by this Agreement and the Plan;
  - (b) support the Plan and use its commercially reasonable efforts upon the reasonable requests of the Monitor or the Petitioners to facilitate the approval, sanction and implementation of the Plan at the earliest practicable date;
  - (c) not pursue, propose, support or encourage the pursuit, proposal or support of any other restructuring or plan in respect of the Petitioners other than pursuant to the Plan (to the extent the Plan continues to apply to the Petitioners);
  - (d) refrain from doing anything or taking any action that would frustrate the purposes and intent of this Agreement and the restructuring contemplated by the Plan, including without limitation refraining from opposing any motions brought by the Monitor or the Petitioners in support of the Plan and the restructuring contemplated by the Plan, or bringing any motions, or supporting any motions brought by third parties, seeking relief that is not consistent with this Agreement and the restructuring contemplated by the Plan;
  - (e) promptly, upon receipt thereof, irrevocably submit its completed Form of Proxy to BDO Canada Limited, in its capacity as Monitor, designating Matti Lemmens, of the law firm Borden Ladner Gervais LLP, as nominee of the Consenting Creditor with power of substitution to:
    - (i) attend on behalf of and act for the Consenting Creditor at the Creditors' Meeting to be held in connection with the Plan, and at any adjournments thereof;
    - (ii) irrevocably vote the full amount of the Consenting Creditor's Affected Claim for approval of the Plan; and
  - (f) not sell, transfer, assign or permit the sale, transfer or assignment of, any of its Affected Claim, unless the transferee thereof agrees in writing for the benefit of the Parties hereto to be bound by this Agreement and the Plan and executes and delivers to the Parties a counterpart signature page of this Agreement. Any sale, transfer or assignment of an Affected Claim by a Consenting Creditor not in compliance with the requirements of this Article shall be void *ab initio*.

#### **SCHEDULE "A"**

#### STRICTLY CONFIDENTIAL

#### **ACKNOWLEDGEMENT OF AFFECTED CLAIM**

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CALGARY OIL & GAS SYNDICATE GROUP LTD., CALGARY OIL AND GAS INTERCONTINENTAL GROUP LTD., CALGARY OIL AND SYNDICATE PARTNERS LTD. AND PETROWORLD ENERGY LTD. AND T5 SC OIL AND GAS LIMITED PARTNERSHIP

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Acknowledgment of Holdings of Affected Claim

**WHEREAS** the undersigned has entered into the Plan Support Agreement as of the date hereof regarding the principal terms of the restructuring of the Affected Claim pursuant to the Plan (the "Plan Support Agreement");

**WHEREAS** capitalized terms used herein but not defined have the meanings ascribed to them in the Plan Support Agreement;

WHEREAS the undersigned represents and warrants in the Plan Support Agreement that, as at the date of the Plan Support Agreement, it (or a client for which it has investment or voting authority) is a legal and beneficial holder of Affected Claim in the aggregate principal amount(s) set forth in an executed acknowledgment;

**NOW THEREFORE** pursuant to the Plan Support Agreement, the undersigned hereby acknowledges and confirms that, as at the date of the Plan Support Agreement, it (or a client for which it has investment or voting authority) is the holder of CDN\$ 19,415.55 aggregate principal amount of Affected Claim.

This Acknowledgement is delivered pursuant to the terms and conditions of the Plan Support Agreement and is hereby incorporated into and made subject to the terms of the Support Agreement.

Name of Consenting Creditor:

DIAMOND J INDUSTRIES LTD

Dated: AP.

APRIL 20 , 2021.

Per: \_

Name: John BANDURA

Title:

President & CEO
I have the authority to bind the party named

herein.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed and delivered by its duly authorized officer as of the date first written above.

CALGARY OIL & GAS SYNDICATE GROUP LTD. ON ITS OWN BEHALF AND ON BEHALF OF CALGARY OIL AND GAS INTERCONTINENTAL GROUP LTD., CALGARY OIL AND SYNDICATE PARTNERS LTD. AND PETROWORLD ENERGY LTD. AND T5 SC OIL AND GAS LIMITED PARTNERSHIP

er:				
	Name: Title:			

### [INSERT NAME OF CREDITOR]

Per: DIAMOND J INDUSTRIES LTD

Name: Title:

John BANDURA

President & CEO

#### PLAN SUPPORT AGREEMENT

THIS AGREEMENT is made as of April 20, 2021.

#### **RECITALS**

**WHEREAS** Calgary Oil & Gas Syndicate Group Ltd. ("COGL"), Calgary Oil and Gas Intercontinental Group Ltd., Calgary Oil and Syndicate Partners Ltd. and Petroworld Energy Ltd. and T5 SC Oil and Gas Limited Partnership (collectively, the "Petitioners") intend to propose a Plan of Reorganization and Compromise (the "Plan") pursuant to the Companies' Creditors Arrangement Act (the "CCAA" and the "CCAA Proceedings").

WHEREAS the Plan will be submitted, with the exception of holders of claims that fall under Section 5.1(2) of the CCAA and Crown Capital LP Partner Funding Inc., to the holders (the "Affected Creditors") of claims ("Affected Claims") for voting purposes at a meeting of the Affected Creditors (the "Creditors' Meeting") to be held in accordance with the Plan.

WHEREAS COGL and Spartan Delta Corp., a publicly traded company listed on the facilities of the TSX Venture Exchange, will be entering into a definitive agreement providing for a \$37,500,000 equity investment into COGL, which investment, in accordance with the Plan, is expected to result in recovery to the Affected Creditor of 65 to 70% of the value of the Affected Claim.

WHEREAS this support agreement (the "Agreement") confirms the support of the undersigned Holder of an Affected Claim (the "Consenting Creditor"), on the terms and conditions set out herein, for the Plan.

**WHEREAS**, the Consenting Creditor and the Petitioners are collectively referred to herein as the "Parties", and each of them as a "Party".

**NOW THEREFORE**, in consideration for the covenants and agreements set forth herein, and for other good and valuable consideration, the receipt of which are hereby acknowledged, the Parties hereby agree as follows.

## ARTICLE 1 REPRESENTATIONS AND WARRANTIES

#### **1.1** Mutual Representations and Warranties

Each Party represents and warrants to and in favour of the other Parties that this Agreement has been duly executed and delivered by it and constitutes a valid and binding obligation of such Party enforceable against it in accordance with its terms, subject to bankruptcy, insolvency and other laws affecting the enforcement of creditors' rights generally.

#### **1.2** Additional Representations and Warranties of the Consenting Creditor

The Consenting Creditor further represents and warrants to and in favour of the Petitioners that (i) it is either the legal and beneficial owner of, or has investment or voting discretion with respect to, the principal amount of the Affected Claim set forth in the confidential "Acknowledgement of Affected Claim" executed by such Consenting Creditor as at the date of this Agreement, the form of which is attached as <u>Schedule "A"</u>; and (ii) it has full power and

authority to vote on and consent to all matters concerning such Affected Claim and to otherwise perform its obligations hereunder in respect of such Affected Claim.

# ARTICLE 2 COVENANTS

#### **2.1** Support for the Plan

- (1) So long as this Agreement shall remain in effect, and subject to the other terms and conditions of this Agreement, the Consenting Creditor agrees for itself and on behalf of the accounts within its control:
  - (a) cooperate with the BDO Canada Limited (the "Monitor") and the Petitioners in good faith to support the restructuring of the Petitioners in the manner contemplated by this Agreement and the Plan;
  - (b) support the Plan and use its commercially reasonable efforts upon the reasonable requests of the Monitor or the Petitioners to facilitate the approval, sanction and implementation of the Plan at the earliest practicable date;
  - (c) not pursue, propose, support or encourage the pursuit, proposal or support of any other restructuring or plan in respect of the Petitioners other than pursuant to the Plan (to the extent the Plan continues to apply to the Petitioners);
  - (d) refrain from doing anything or taking any action that would frustrate the purposes and intent of this Agreement and the restructuring contemplated by the Plan, including without limitation refraining from opposing any motions brought by the Monitor or the Petitioners in support of the Plan and the restructuring contemplated by the Plan, or bringing any motions, or supporting any motions brought by third parties, seeking relief that is not consistent with this Agreement and the restructuring contemplated by the Plan;
  - (e) promptly, upon receipt thereof, irrevocably submit its completed Form of Proxy to BDO Canada Limited, in its capacity as Monitor, designating Matti Lemmens, of the law firm Borden Ladner Gervais LLP, as nominee of the Consenting Creditor with power of substitution to:
    - (i) attend on behalf of and act for the Consenting Creditor at the Creditors' Meeting to be held in connection with the Plan, and at any adjournments thereof:
    - (ii) irrevocably vote the full amount of the Consenting Creditor's Affected Claim for approval of the Plan; and
  - (f) not sell, transfer, assign or permit the sale, transfer or assignment of, any of its Affected Claim, unless the transferee thereof agrees in writing for the benefit of the Parties hereto to be bound by this Agreement and the Plan and executes and delivers to the Parties a counterpart signature page of this Agreement. Any sale, transfer or assignment of an Affected Claim by a Consenting Creditor not in compliance with the requirements of this Article shall be void *ab initio*.

# ARTICLE 3 TERMINATION

#### 3.1 Termination of this Agreement

This Agreement and the obligations of the Parties hereunder shall terminate upon the earliest to occur of (such earliest date being the "Expiry Date"): (a) written notice by a Party to the other Parties that (i) any court (including the Court of Queen's Bench of Alberta (the "Court")) has declared, in a final order not subject to appeal, this Agreement to be unenforceable; or (ii) the Plan is not approved following a vote by the necessary amount of creditors required under the CCAA or, if so approved, is not sanctioned by the Court and all appeals of such order have been exhausted; (b) implementation of the Plan; or (c) June 30, 2021.

# ARTICLE 4 MISCELLANEOUS

#### 4.1 Consideration

It is hereby acknowledged by the Parties hereto that no consideration shall be due or paid to the Consenting Creditor for its agreement to vote to accept the Plan in accordance with the terms and conditions of this Agreement, other than the Petitioners' commitment to use commercially reasonable efforts to obtain approval of the Plan by the requisite majorities of holders of Affected Claims and the Court in accordance with the terms and conditions of this Agreement.

#### **4.2** Amendments, Waivers and Assignments

Any provision in this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by each of the Parties hereto, or in the case of a waiver, by the Party against whom the waiver is to be effective. No assignment of this Agreement or any provision hereof is effective without the prior written consent of the other Parties.

#### 4.3 No Third Party Beneficiaries

This Agreement is solely for the benefit of the Parties and their respective heirs, executors, administrators, other legal representatives, successors and permitted assigns, and this Agreement will not be deemed to confer upon or give to any other person, entity or party any remedy, claim, liability, reimbursement, cause of action or other right.

#### 4.4 Severability

If any term or other provision of this Agreement is found by a court of competent jurisdiction in the Province of Alberta, including the Court, be invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement as necessary so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the terms of this Agreement remain as originally contemplated to the fullest extent possible.

### 4.5 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein.

#### 4.6 Headings

The headings of the sections, paragraphs and subsections of this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement.

### 4.7 Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same Agreement. Executed copies of this Agreement may be delivered by facsimile or email.

[Signature Page Follows]

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed and delivered by its duly authorized officer as of the date first written above.

CALGARY OIL & GAS SYNDICATE GROUP LTD.
ON ITS OWN BEHALF AND ON BEHALF OF
CALGARY OIL AND GAS INTERCONTINENTAL
GROUP LTD., CALGARY OIL AND SYNDICATE
PARTNERS LTD. AND PETROWORLD ENERGY
LTD. AND T5 SC OIL AND GAS LIMITED
PARTNERSHIP

Per:			
	Name:		
	Title:		•

[INSERT NAME OF CREDITOR]

Per:

Name: Brennan Ross Title: President & CEO

#### SCHEDULE "A"

#### STRICTLY CONFIDENTIAL

#### ACKNOWLEDGEMENT OF AFFECTED CLAIM

TO:

CALGARY OIL & GAS SYNDICATE GROUP LTD., CALGARY OIL AND GAS INTERCONTINENTAL GROUP LTD., CALGARY OIL AND SYNDICATE PARTNERS LTD. AND PETROWORLD ENERGY LTD. AND T5 SC OIL AND GAS LIMITED PARTNERSHIP

RE:

Acknowledgment of Holdings of Affected Claim

WHEREAS the undersigned has entered into the Plan Support Agreement as of the date hereof regarding the principal terms of the restructuring of the Affected Claim pursuant to the Plan (the "Plan Support Agreement");

**WHEREAS** capitalized terms used herein but not defined have the meanings ascribed to them in the Plan Support Agreement;

WHEREAS the undersigned represents and warrants in the Plan Support Agreement that, as at the date of the Plan Support Agreement, it (or a client for which it has investment or voting authority) is a legal and beneficial holder of Affected Claim in the aggregate principal amount(s) set forth in an executed acknowledgment;

**NOW THEREFORE** pursuant to the Plan Support Agreement, the undersigned hereby acknowledges and confirms that, as at the date of the Plan Support Agreement, it (or a client for which it has investment or voting authority) is the holder of CDN\$ 177,670.75 aggregate principal amount of Affected Claim.

This Acknowledgement is delivered pursuant to the terms and conditions of the Plan Support Agreement and is hereby incorporated into and made subject to the terms of the Support Agreement.

Name of Consenting Creditor:

Energetic Services Inc.

Dated:

April 20, , 2021.

Per:

Name: Brennan Ross Title: President & CEO

I have the authority to bind the party named herein.

### PLAN SUPPORT AGREEMENT

THIS AGREEMENT is made as of April <u>20</u>, 2021.

#### **RECITALS**

WHEREAS Calgary Oil & Gas Syndicate Group Ltd. ("COGL"), Calgary Oil and Gas Intercontinental Group Ltd., Calgary Oil and Syndicate Partners Ltd. and Petroworld Energy Ltd. and T5 SC Oil and Gas Limited Partnership (collectively, the "Petitioners") intend to propose a Plan of Reorganization and Compromise (the "Plan") pursuant to the Companies' Creditors Arrangement Act (the "CCAA" and the "CCAA Proceedings").

WHEREAS the Plan will be submitted, with the exception of holders of claims that fall under Section 5.1(2) of the CCAA and Crown Capital LP Partner Funding Inc., to the holders (the "Affected Creditors") of claims ("Affected Claims") for voting purposes at a meeting of the Affected Creditors (the "Creditors' Meeting") to be held in accordance with the Plan.

**WHEREAS** COGL and Spartan Delta Corp., a publicly traded company listed on the facilities of the TSX Venture Exchange, will be entering into a definitive agreement providing for a \$37,500,000 equity investment into COGL, which investment, in accordance with the Plan, is expected to result in recovery to the Affected Creditor of 65 to 70% of the value of the Affected Claim.

WHEREAS this support agreement (the "Agreement") confirms the support of the undersigned Holder of an Affected Claim (the "Consenting Creditor"), on the terms and conditions set out herein, for the Plan.

**WHEREAS**, the Consenting Creditor and the Petitioners are collectively referred to herein as the "Parties", and each of them as a "Party".

**NOW THEREFORE**, in consideration for the covenants and agreements set forth herein, and for other good and valuable consideration, the receipt of which are hereby acknowledged, the Parties hereby agree as follows.

# ARTICLE 1 REPRESENTATIONS AND WARRANTIES

## 1.1 Mutual Representations and Warranties

Each Party represents and warrants to and in favour of the other Parties that this Agreement has been duly executed and delivered by it and constitutes a valid and binding obligation of such Party enforceable against it in accordance with its terms, subject to bankruptcy, insolvency and other laws affecting the enforcement of creditors' rights generally.

## 1.2 Additional Representations and Warranties of the Consenting Creditor

The Consenting Creditor further represents and warrants to and in favour of the Petitioners that (i) it is either the legal and beneficial owner of, or has investment or voting discretion with respect to, the principal amount of the Affected Claim set forth in the confidential "Acknowledgement of Affected Claim" executed by such Consenting Creditor as at the date of this Agreement, the form of which is attached as <u>Schedule "A"</u>; and (ii) it has full power and

authority to vote on and consent to all matters concerning such Affected Claim and to otherwise perform its obligations hereunder in respect of such Affected Claim.

# ARTICLE 2 COVENANTS

## 2.1 Support for the Plan

- (1) So long as this Agreement shall remain in effect, and subject to the other terms and conditions of this Agreement, the Consenting Creditor agrees for itself and on behalf of the accounts within its control:
  - (a) cooperate with the BDO Canada Limited (the "Monitor") and the Petitioners in good faith to support the restructuring of the Petitioners in the manner contemplated by this Agreement and the Plan;
  - (b) support the Plan and use its commercially reasonable efforts upon the reasonable requests of the Monitor or the Petitioners to facilitate the approval, sanction and implementation of the Plan at the earliest practicable date;
  - (c) not pursue, propose, support or encourage the pursuit, proposal or support of any other restructuring or plan in respect of the Petitioners other than pursuant to the Plan (to the extent the Plan continues to apply to the Petitioners);
  - refrain from doing anything or taking any action that would frustrate the purposes and intent of this Agreement and the restructuring contemplated by the Plan, including without limitation refraining from opposing any motions brought by the Monitor or the Petitioners in support of the Plan and the restructuring contemplated by the Plan, or bringing any motions, or supporting any motions brought by third parties, seeking relief that is not consistent with this Agreement and the restructuring contemplated by the Plan;
  - (e) promptly, upon receipt thereof, irrevocably submit its completed Form of Proxy to BDO Canada Limited, in its capacity as Monitor, designating Matti Lemmens, of the law firm Borden Ladner Gervais LLP, as nominee of the Consenting Creditor with power of substitution to:
    - (i) attend on behalf of and act for the Consenting Creditor at the Creditors' Meeting to be held in connection with the Plan, and at any adjournments thereof:
    - (ii) irrevocably vote the full amount of the Consenting Creditor's Affected Claim for approval of the Plan; and
  - (f) not sell, transfer, assign or permit the sale, transfer or assignment of, any of its Affected Claim, unless the transferee thereof agrees in writing for the benefit of the Parties hereto to be bound by this Agreement and the Plan and executes and delivers to the Parties a counterpart signature page of this Agreement. Any sale, transfer or assignment of an Affected Claim by a Consenting Creditor not in compliance with the requirements of this Article shall be void *ab initio*.

# ARTICLE 3 TERMINATION

### 3.1 Termination of this Agreement

This Agreement and the obligations of the Parties hereunder shall terminate upon the earliest to occur of (such earliest date being the "Expiry Date"): (a) written notice by a Party to the other Parties that (i) any court (including the Court of Queen's Bench of Alberta (the "Court")) has declared, in a final order not subject to appeal, this Agreement to be unenforceable; or (ii) the Plan is not approved following a vote by the necessary amount of creditors required under the CCAA or, if so approved, is not sanctioned by the Court and all appeals of such order have been exhausted; (b) implementation of the Plan; or (c) June 30, 2021.

# ARTICLE 4 MISCELLANEOUS

#### 4.1 Consideration

It is hereby acknowledged by the Parties hereto that no consideration shall be due or paid to the Consenting Creditor for its agreement to vote to accept the Plan in accordance with the terms and conditions of this Agreement, other than the Petitioners' commitment to use commercially reasonable efforts to obtain approval of the Plan by the requisite majorities of holders of Affected Claims and the Court in accordance with the terms and conditions of this Agreement.

## 4.2 Amendments, Waivers and Assignments

Any provision in this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by each of the Parties hereto, or in the case of a waiver, by the Party against whom the waiver is to be effective. No assignment of this Agreement or any provision hereof is effective without the prior written consent of the other Parties.

## 4.3 No Third Party Beneficiaries

This Agreement is solely for the benefit of the Parties and their respective heirs, executors, administrators, other legal representatives, successors and permitted assigns, and this Agreement will not be deemed to confer upon or give to any other person, entity or party any remedy, claim, liability, reimbursement, cause of action or other right.

## 4.4 Severability

If any term or other provision of this Agreement is found by a court of competent jurisdiction in the Province of Alberta, including the Court, be invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement as necessary so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the terms of this Agreement remain as originally contemplated to the fullest extent possible.

## 4.5 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein.

### 4.6 Headings

The headings of the sections, paragraphs and subsections of this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement.

## 4.7 Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same Agreement. Executed copies of this Agreement may be delivered by facsimile or email.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered by its duly authorized officer as of the date first written above.

CALGARY OIL & GAS SYNDICATE GROUP LTD.
ON ITS OWN BEHALF AND ON BEHALF OF
CALGARY OIL AND GAS INTERCONTINENTAL
GROUP LTD., CALGARY OIL AND SYNDICATE
PARTNERS LTD. AND PETROWORLD ENERGY
LTD. AND T5 SC OIL AND GAS LIMITED
PARTNERSHIP

Per:			,,,,,,,,		 	
	Name: Title:					

[INSERT NAME OF CREDITOR]

Per

Name: MICK MCDOUGACE

Title:

GEVERAL MANAGER

### **SCHEDULE "A"**

#### STRICTLY CONFIDENTIAL

## ACKNOWLEDGEMENT OF AFFECTED CLAIM

TO:

CALGARY OIL & GAS SYNDICATE GROUP LTD., CALGARY OIL AND GAS INTERCONTINENTAL GROUP LTD., CALGARY OIL AND SYNDICATE PARTNERS LTD. AND PETROWORLD ENERGY LTD. AND T5 SC OIL AND GAS LIMITED PARTNERSHIP

RE:

Acknowledgment of Holdings of Affected Claim

WHEREAS the undersigned has entered into the Plan Support Agreement as of the date hereof regarding the principal terms of the restructuring of the Affected Claim pursuant to the Plan (the "Plan Support Agreement");

WHEREAS capitalized terms used herein but not defined have the meanings ascribed to them in the Plan Support Agreement;

WHEREAS the undersigned represents and warrants in the Plan Support Agreement that, as at the date of the Plan Support Agreement, it (or a client for which it has investment or voting authority) is a legal and beneficial holder of Affected Claim in the aggregate principal amount(s) set forth in an executed acknowledgment;

NOW THEREFORE pursuant to the Plan Support Agreement, the undersigned hereby acknowledges and confirms that, as at the date of the Plan Support Agreement, it (or a client for which it has investment or voting authority) is the holder of CDN\$ 65.612.01 aggregate principal amount of Affected Claim.

This Acknowledgement is delivered pursuant to the terms and conditions of the Plan Support Agreement and is hereby incorporated into and made subject to the terms of the Support Agreement.

Name of Consenting Creditor:

Dated: /// , 2021.

I have the authority to bind the party named herein.

## PLAN SUPPORT AGREEMENT

THIS AGREEMENT is made as of April 20, 2021.

#### **RECITALS**

WHEREAS Calgary Oil & Gas Syndicate Group Ltd. ("COGL"), Calgary Oil and Gas Intercontinental Group Ltd., Calgary Oil and Syndicate Partners Ltd. and Petroworld Energy Ltd. and T5 SC Oil and Gas Limited Partnership (collectively, the "Petitioners") intend to propose a Plan of Reorganization and Compromise (the "Plan") pursuant to the Companies' Creditors Arrangement Act (the "CCAA" and the "CCAA Proceedings").

WHEREAS the Plan will be submitted, with the exception of holders of claims that fall under Section 5.1(2) of the CCAA and Crown Capital LP Partner Funding Inc., to the holders (the "Affected Creditors") of claims ("Affected Claims") for voting purposes at a meeting of the Affected Creditors (the "Creditors' Meeting") to be held in accordance with the Plan.

WHEREAS COGL and Spartan Delta Corp., a publicly traded company listed on the facilities of the TSX Venture Exchange, will be entering into a definitive agreement providing for a \$37,500,000 equity investment into COGL, which investment, in accordance with the Plan, is expected to result in recovery to the Affected Creditor of 65 to 70% of the value of the Affected Claim.

WHEREAS this support agreement (the "Agreement") confirms the support of the undersigned Holder of an Affected Claim (the "Consenting Creditor"), on the terms and conditions set out herein, for the Plan.

**WHEREAS**, the Consenting Creditor and the Petitioners are collectively referred to herein as the "Parties", and each of them as a "Party".

**NOW THEREFORE**, in consideration for the covenants and agreements set forth herein, and for other good and valuable consideration, the receipt of which are hereby acknowledged, the Parties hereby agree as follows.

# ARTICLE 1 REPRESENTATIONS AND WARRANTIES

## 1.1 Mutual Representations and Warranties

Each Party represents and warrants to and in favour of the other Parties that this Agreement has been duly executed and delivered by it and constitutes a valid and binding obligation of such Party enforceable against it in accordance with its terms, subject to bankruptcy, insolvency and other laws affecting the enforcement of creditors' rights generally.

## 1.2 Additional Representations and Warranties of the Consenting Creditor

The Consenting Creditor further represents and warrants to and in favour of the Petitioners that (i) it is either the legal and beneficial owner of, or has investment or voting discretion with respect to, the principal amount of the Affected Claim set forth in the confidential "Acknowledgement of Affected Claim" executed by such Consenting Creditor as at the date of this Agreement, the form of which is attached as <u>Schedule "A"</u>; and (ii) it has full power and authority to vote on and consent

to all matters concerning such Affected Claim and to otherwise perform its obligations hereunder in respect of such Affected Claim.

# ARTICLE 2 COVENANTS

## 2.1 Support for the Plan

- (1) So long as this Agreement shall remain in effect, and subject to the other terms and conditions of this Agreement, the Consenting Creditor agrees for itself and on behalf of the accounts within its control:
  - (a) cooperate with the BDO Canada Limited (the "Monitor") and the Petitioners in good faith to support the restructuring of the Petitioners in the manner contemplated by this Agreement and the Plan;
  - (b) support the Plan and use its commercially reasonable efforts upon the reasonable requests of the Monitor or the Petitioners to facilitate the approval, sanction and implementation of the Plan at the earliest practicable date;
  - not pursue, propose, support or encourage the pursuit, proposal or support of any other restructuring or plan in respect of the Petitioners other than pursuant to the Plan (to the extent the Plan continues to apply to the Petitioners);
  - refrain from doing anything or taking any action that would frustrate the purposes and intent of this Agreement and the restructuring contemplated by the Plan, including without limitation refraining from opposing any motions brought by the Monitor or the Petitioners in support of the Plan and the restructuring contemplated by the Plan, or bringing any motions, or supporting any motions brought by third parties, seeking relief that is not consistent with this Agreement and the restructuring contemplated by the Plan;
  - (e) promptly, upon receipt thereof, irrevocably submit its completed Form of Proxy to BDO Canada Limited, in its capacity as Monitor, designating Matti Lemmens, of the law firm Borden Ladner Gervais LLP, as nominee of the Consenting Creditor with power of substitution to:
    - (i) attend on behalf of and act for the Consenting Creditor at the Creditors' Meeting to be held in connection with the Plan, and at any adjournments thereof;
    - (ii) irrevocably vote the full amount of the Consenting Creditor's Affected Claim for approval of the Plan; and
  - (f) not sell, transfer, assign or permit the sale, transfer or assignment of, any of its Affected Claim, unless the transferee thereof agrees in writing for the benefit of the Parties hereto to be bound by this Agreement and the Plan and executes and delivers to the Parties a counterpart signature page of this Agreement. Any sale, transfer or assignment of an Affected Claim by a Consenting Creditor not in compliance with the requirements of this Article shall be void *ab initio*.

## ARTICLE 3 TERMINATION

## 3.1 Termination of this Agreement

This Agreement and the obligations of the Parties hereunder shall terminate upon the earliest to occur of (such earliest date being the "Expiry Date"): (a) written notice by a Party to the other Parties that (i) any court (including the Court of Queen's Bench of Alberta (the "Court")) has declared, in a final order not subject to appeal, this Agreement to be unenforceable; or (ii) the Plan is not approved following a vote by the necessary amount of creditors required under the CCAA or, if so approved, is not sanctioned by the Court and all appeals of such order have been exhausted; (b) implementation of the Plan; or (c) June 30, 2021.

## ARTICLE 4 MISCELLANEOUS

#### 4.1 Consideration

It is hereby acknowledged by the Parties hereto that no consideration shall be due or paid to the Consenting Creditor for its agreement to vote to accept the Plan in accordance with the terms and conditions of this Agreement, other than the Petitioners' commitment to use commercially reasonable efforts to obtain approval of the Plan by the requisite majorities of holders of Affected Claims and the Court in accordance with the terms and conditions of this Agreement.

### 4.2 Amendments, Waivers and Assignments

Any provision in this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by each of the Parties hereto, or in the case of a waiver, by the Party against whom the waiver is to be effective. No assignment of this Agreement or any provision hereof is effective without the prior written consent of the other Parties.

### 4.3 No Third Party Beneficiaries

This Agreement is solely for the benefit of the Parties and their respective heirs, executors, administrators, other legal representatives, successors and permitted assigns, and this Agreement will not be deemed to confer upon or give to any other person, entity or party any remedy, claim, liability, reimbursement, cause of action or other right.

#### 4.4 Severability

If any term or other provision of this Agreement is found by a court of competent jurisdiction in the Province of Alberta, including the Court, be invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement as necessary so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the terms of this Agreement remain as originally contemplated to the fullest extent possible.

## 4.5 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein.

### 4.6 Headings

The headings of the sections, paragraphs and subsections of this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement.

### 4.7 Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same Agreement. Executed copies of this Agreement may be delivered by facsimile or email.

[Signature Page Follows]

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed and delivered by its duly authorized officer as of the date first written above.

CALGARY OIL & GAS SYNDICATE GROUP LTD.
ON ITS OWN BEHALF AND ON BEHALF OF
CALGARY OIL AND GAS INTERCONTINENTAL
GROUP LTD., CALGARY OIL AND SYNDICATE
PARTNERS LTD. AND PETROWORLD ENERGY
LTD. AND T5 SC OIL AND GAS LIMITED
PARTNERSHIP

er:					
	Name:				
	Title:				

FORMULA POWELL L.P.

Per

Name: CALVIN C. ROBB Title: AGENT/SOLICITOR

#### SCHEDULE "A"

#### STRICTLY CONFIDENTIAL

### **ACKNOWLEDGEMENT OF AFFECTED CLAIM**

TO:

CALGARY OIL & GAS SYNDICATE GROUP LTD., CALGARY OIL AND GAS INTERCONTINENTAL GROUP LTD., CALGARY OIL AND SYNDICATE PARTNERS LTD. AND PETROWORLD ENERGY LTD. AND T5 SC OIL AND GAS LIMITED PARTNERSHIP

RE:

Acknowledgment of Holdings of Affected Claim

**WHEREAS** the undersigned has entered into the Plan Support Agreement as of the date hereof regarding the principal terms of the restructuring of the Affected Claim pursuant to the Plan (the "**Plan Support Agreement**");

WHEREAS capitalized terms used herein but not defined have the meanings ascribed to them in the Plan Support Agreement;

WHEREAS the undersigned represents and warrants in the Plan Support Agreement that, as at the date of the Plan Support Agreement, it (or a client for which it has investment or voting authority) is a legal and beneficial holder of Affected Claim in the aggregate principal amount(s) set forth in an executed acknowledgment;

**NOW THEREFORE** pursuant to the Plan Support Agreement, the undersigned hereby acknowledges and confirms that, as at the date of the Plan Support Agreement, it (or a client for which it has investment or voting authority) is the holder of CDN\$25,359.09 aggregate principal amount of Affected Claim.

This Acknowledgement is delivered pursuant to the terms and conditions of the Plan Support Agreement and is hereby incorporated into and made subject to the terms of the Support Agreement.

Name of Consenting Creditor:

FORMULA POWEL

Per:

Dated: April 20 , 2021.

Name: CALVIN C. ROBB Title: AGENT/SOLICITOR

I have the authority to bind the party named herein.

## **PLAN SUPPORT AGREEMENT**

THIS AGREEMENT is made as of April 20, 2021.

#### **RECITALS**

WHEREAS Calgary Oil & Gas Syndicate Group Ltd. ("COGL"), Calgary Oil and Gas Intercontinental Group Ltd., Calgary Oil and Syndicate Partners Ltd. and Petroworld Energy Ltd. and T5 SC Oil and Gas Limited Partnership (collectively, the "Petitioners") intend to propose a Plan of Reorganization and Compromise (the "Plan") pursuant to the Companies' Creditors Arrangement Act (the "CCAA" and the "CCAA Proceedings").

WHEREAS the Plan will be submitted, with the exception of holders of claims that fall under Section 5.1(2) of the CCAA and Crown Capital LP Partner Funding Inc., to the holders (the "Affected Creditors") of claims ("Affected Claims") for voting purposes at a meeting of the Affected Creditors (the "Creditors' Meeting") to be held in accordance with the Plan.

WHEREAS COGL and Spartan Delta Corp., a publicly traded company listed on the facilities of the TSX Venture Exchange, will be entering into a definitive agreement providing for a \$37,500,000 equity investment into COGL, which investment, in accordance with the Plan, is expected to result in recovery to the Affected Creditor of 65 to 70% of the value of the Affected Claim.

**WHEREAS** this support agreement (the "Agreement") confirms the support of the undersigned Holder of an Affected Claim (the "Consenting Creditor"), on the terms and conditions set out herein, for the Plan.

**WHEREAS**, the Consenting Creditor and the Petitioners are collectively referred to herein as the "Parties", and each of them as a "Party".

**NOW THEREFORE**, in consideration for the covenants and agreements set forth herein, and for other good and valuable consideration, the receipt of which are hereby acknowledged, the Parties hereby agree as follows.

# ARTICLE 1 REPRESENTATIONS AND WARRANTIES

#### **1.1** Mutual Representations and Warranties

Each Party represents and warrants to and in favour of the other Parties that this Agreement has been duly executed and delivered by it and constitutes a valid and binding obligation of such Party enforceable against it in accordance with its terms, subject to bankruptcy, insolvency and other laws affecting the enforcement of creditors' rights generally.

#### **1.2** Additional Representations and Warranties of the Consenting Creditor

The Consenting Creditor further represents and warrants to and in favour of the Petitioners that (i) it is either the legal and beneficial owner of, or has investment or voting discretion with respect to, the principal amount of the Affected Claim set forth in the confidential "Acknowledgement of Affected Claim" executed by such Consenting Creditor as at the date of this Agreement, the form of which is attached as <u>Schedule "A"</u>; and (ii) it has full power and

authority to vote on and consent to all matters concerning such Affected Claim and to otherwise perform its obligations hereunder in respect of such Affected Claim.

# ARTICLE 2 COVENANTS

### **2.1** Support for the Plan

- (1) So long as this Agreement shall remain in effect, and subject to the other terms and conditions of this Agreement, the Consenting Creditor agrees for itself and on behalf of the accounts within its control:
  - (a) cooperate with the BDO Canada Limited (the "Monitor") and the Petitioners in good faith to support the restructuring of the Petitioners in the manner contemplated by this Agreement and the Plan;
  - (b) support the Plan and use its commercially reasonable efforts upon the reasonable requests of the Monitor or the Petitioners to facilitate the approval, sanction and implementation of the Plan at the earliest practicable date;
  - (c) not pursue, propose, support or encourage the pursuit, proposal or support of any other restructuring or plan in respect of the Petitioners other than pursuant to the Plan (to the extent the Plan continues to apply to the Petitioners);
  - refrain from doing anything or taking any action that would frustrate the purposes and intent of this Agreement and the restructuring contemplated by the Plan, including without limitation refraining from opposing any motions brought by the Monitor or the Petitioners in support of the Plan and the restructuring contemplated by the Plan, or bringing any motions, or supporting any motions brought by third parties, seeking relief that is not consistent with this Agreement and the restructuring contemplated by the Plan;
  - (e) promptly, upon receipt thereof, irrevocably submit its completed Form of Proxy to BDO Canada Limited, in its capacity as Monitor, designating Matti Lemmens, of the law firm Borden Ladner Gervais LLP, as nominee of the Consenting Creditor with power of substitution to:
    - (i) attend on behalf of and act for the Consenting Creditor at the Creditors' Meeting to be held in connection with the Plan, and at any adjournments thereof;
    - (ii) irrevocably vote the full amount of the Consenting Creditor's Affected Claim for approval of the Plan; and
  - (f) not sell, transfer, assign or permit the sale, transfer or assignment of, any of its Affected Claim, unless the transferee thereof agrees in writing for the benefit of the Parties hereto to be bound by this Agreement and the Plan and executes and delivers to the Parties a counterpart signature page of this Agreement. Any sale, transfer or assignment of an Affected Claim by a Consenting Creditor not in compliance with the requirements of this Article shall be void *ab initio*.

## ARTICLE 3 TERMINATION

### 3.1 Termination of this Agreement

This Agreement and the obligations of the Parties hereunder shall terminate upon the earliest to occur of (such earliest date being the "Expiry Date"): (a) written notice by a Party to the other Parties that (i) any court (including the Court of Queen's Bench of Alberta (the "Court")) has declared, in a final order not subject to appeal, this Agreement to be unenforceable; or (ii) the Plan is not approved following a vote by the necessary amount of creditors required under the CCAA or, if so approved, is not sanctioned by the Court and all appeals of such order have been exhausted; (b) implementation of the Plan; or (c) June 30, 2021.

# ARTICLE 4 MISCELLANEOUS

#### 4.1 Consideration

It is hereby acknowledged by the Parties hereto that no consideration shall be due or paid to the Consenting Creditor for its agreement to vote to accept the Plan in accordance with the terms and conditions of this Agreement, other than the Petitioners' commitment to use commercially reasonable efforts to obtain approval of the Plan by the requisite majorities of holders of Affected Claims and the Court in accordance with the terms and conditions of this Agreement.

#### 4.2 Amendments, Waivers and Assignments

Any provision in this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by each of the Parties hereto, or in the case of a waiver, by the Party against whom the waiver is to be effective. No assignment of this Agreement or any provision hereof is effective without the prior written consent of the other Parties.

#### 4.3 No Third Party Beneficiaries

This Agreement is solely for the benefit of the Parties and their respective heirs, executors, administrators, other legal representatives, successors and permitted assigns, and this Agreement will not be deemed to confer upon or give to any other person, entity or party any remedy, claim, liability, reimbursement, cause of action or other right.

### 4.4 Severability

If any term or other provision of this Agreement is found by a court of competent jurisdiction in the Province of Alberta, including the Court, be invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement as necessary so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the terms of this Agreement remain as originally contemplated to the fullest extent possible.

## 4.5 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein.

### 4.6 Headings

The headings of the sections, paragraphs and subsections of this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement.

## 4.7 Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same Agreement. Executed copies of this Agreement may be delivered by facsimile or email.

[Signature Page Follows]

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed and delivered by its duly authorized officer as of the date first written above.

CALGARY OIL & GAS SYNDICATE GROUP LTD. ON ITS OWN BEHALF AND ON BEHALF OF CALGARY OIL AND GAS INTERCONTINENTAL GROUP LTD., CALGARY OIL AND SYNDICATE PARTNERS LTD. AND PETROWORLD ENERGY LTD. AND T5 SC OIL AND GAS LIMITED PARTNERSHIP

Per.	4
	Name:
	Title:
FSTI	/I Consulting Ltd.
Per:	1000000
•	Name: Milorad Kliajic P Eng

Title: President, Senior Fracturing Advisor

#### SCHEDULE "A"

#### STRICTLY CONFIDENTIAL

#### ACKNOWLEDGEMENT OF AFFECTED CLAIM

TO:

CALGARY OIL & GAS SYNDICATE GROUP LTD., CALGARY OIL AND GAS INTERCONTINENTAL GROUP LTD., CALGARY OIL AND SYNDICATE PARTNERS LTD. AND PETROWORLD ENERGY LTD. AND T5 SC OIL AND

GAS LIMITED PARTNERSHIP

RE:

Acknowledgment of Holdings of Affected Claim

WHEREAS the undersigned has entered into the Plan Support Agreement as of the date hereof regarding the principal terms of the restructuring of the Affected Claim pursuant to the Plan (the "Plan Support Agreement");

WHEREAS capitalized terms used herein but not defined have the meanings ascribed to them in the Plan Support Agreement;

WHEREAS the undersigned represents and warrants in the Plan Support Agreement that, as at the date of the Plan Support Agreement, it (or a client for which it has investment or voting authority) is a legal and beneficial holder of Affected Claim in the aggregate principal amount(s) set forth in an executed acknowledgment;

NOW THEREFORE pursuant to the Plan Support Agreement, the undersigned hereby acknowledges and confirms that, as at the date of the Plan Support Agreement, it (or a client for which it has investment or voting authority) is the holder of CDN\$33,688.37 aggregate principal amount of Affected Claim.

This Acknowledgement is delivered pursuant to the terms and conditions of the Plan Support Agreement and is hereby incorporated into and made subject to the terms of the Support Agreement.

Name of Consenting Creditor:

**FSTIM Consulting Ltd.** 

Dated: April 20, 2021.

Name: Milorad Kliajic, P.Eng.

Title: President, Senior Fracturing Advisor

I have the authority to bind the party named

herein.

Per:

### **PLAN SUPPORT AGREEMENT**

THIS AGREEMENT is made as of April 20, 2021

#### **RECITALS**

WHEREAS Calgary Oil & Gas Syndicate Group Ltd. ("COGL"), Calgary Oil and Gas Intercontinental Group Ltd., Calgary Oil and Syndicate Partners Ltd. and Petroworld Energy Ltd. and T5 SC Oil and Gas Limited Partnership (collectively, the "Petitioners") intend to propose a Plan of Reorganization and Compromise (the "Plan") pursuant to the Companies' Creditors Arrangement Act (the "CCAA" and the "CCAA Proceedings").

WHEREAS the Plan will be submitted, with the exception of holders of claims that fall under Section 5.1(2) of the CCAA and Crown Capital LP Partner Funding Inc., to the holders (the "Affected Creditors") of claims ("Affected Claims") for voting purposes at a meeting of the Affected Creditors (the "Creditors' Meeting") to be held in accordance with the Plan.

WHEREAS COGL and Spartan Delta Corp., a publicly traded company listed on the facilities of the TSX Venture Exchange, will be entering into a definitive agreement providing for a \$37,500,000 equity investment into COGL, which investment, in accordance with the Plan, is expected to result in recovery to the Affected Creditor of 65 to 70% of the value of the Affected Claim.

**WHEREAS** this support agreement (the "Agreement") confirms the support of the undersigned Holder of an Affected Claim (the "Consenting Creditor"), on the terms and conditions set out herein, for the Plan.

**WHEREAS**, the Consenting Creditor and the Petitioners are collectively referred to herein as the "Parties", and each of them as a "Party".

**NOW THEREFORE**, in consideration for the covenants and agreements set forth herein, and for other good and valuable consideration, the receipt of which are hereby acknowledged, the Parties hereby agree as follows.

# ARTICLE 1 REPRESENTATIONS AND WARRANTIES

### 1.1 Mutual Representations and Warranties

Each Party represents and warrants to and in favour of the other Parties that this Agreement has been duly executed and delivered by it and constitutes a valid and binding obligation of such Party enforceable against it in accordance with its terms, subject to bankruptcy, insolvency and other laws affecting the enforcement of creditors' rights generally.

## 1.2 Additional Representations and Warranties of the Consenting Creditor

The Consenting Creditor further represents and warrants to and in favour of the Petitioners that (i) it is either the legal and beneficial owner of, or has investment or voting discretion with respect to, the principal amount of the Affected Claim set forth in the confidential "Acknowledgement of Affected Claim" executed by such Consenting Creditor as at the date of this Agreement, the form of which is attached as <u>Schedule "A"</u>; and (ii) it has full power and

authority to vote on and consent to all matters concerning such Affected Claim and to otherwise perform its obligations hereunder in respect of such Affected Claim.

# ARTICLE 2 COVENANTS

### 2.1 Support for the Plan

- (1) So long as this Agreement shall remain in effect, and subject to the other terms and conditions of this Agreement, the Consenting Creditor agrees for itself and on behalf of the accounts within its control:
  - (a) cooperate with the BDO Canada Limited (the "Monitor") and the Petitioners in good faith to support the restructuring of the Petitioners in the manner contemplated by this Agreement and the Plan;
  - (b) support the Plan and use its commercially reasonable efforts upon the reasonable requests of the Monitor or the Petitioners to facilitate the approval, sanction and implementation of the Plan at the earliest practicable date;
  - (c) not pursue, propose, support or encourage the pursuit, proposal or support of any other restructuring or plan in respect of the Petitioners other than pursuant to the Plan (to the extent the Plan continues to apply to the Petitioners);
  - refrain from doing anything or taking any action that would frustrate the purposes and intent of this Agreement and the restructuring contemplated by the Plan, including without limitation refraining from opposing any motions brought by the Monitor or the Petitioners in support of the Plan and the restructuring contemplated by the Plan, or bringing any motions, or supporting any motions brought by third parties, seeking relief that is not consistent with this Agreement and the restructuring contemplated by the Plan;
  - (e) promptly, upon receipt thereof, irrevocably submit its completed Form of Proxy to BDO Canada Limited, in its capacity as Monitor, designating Matti Lemmens, of the law firm Borden Ladner Gervais LLP, as nominee of the Consenting Creditor with power of substitution to:
    - (i) attend on behalf of and act for the Consenting Creditor at the Creditors' Meeting to be held in connection with the Plan, and at any adjournments thereof;
    - (ii) irrevocably vote the full amount of the Consenting Creditor's Affected Claim for approval of the Plan; and
  - (f) not sell, transfer, assign or permit the sale, transfer or assignment of, any of its Affected Claim, unless the transferee thereof agrees in writing for the benefit of the Parties hereto to be bound by this Agreement and the Plan and executes and delivers to the Parties a counterpart signature page of this Agreement. Any sale, transfer or assignment of an Affected Claim by a Consenting Creditor not in compliance with the requirements of this Article shall be void *ab initio*.

# ARTICLE 3 TERMINATION

## **3.1** Termination of this Agreement

This Agreement and the obligations of the Parties hereunder shall terminate upon the earliest to occur of (such earliest date being the "Expiry Date"): (a) written notice by a Party to the other Parties that (i) any court (including the Court of Queen's Bench of Alberta (the "Court")) has declared, in a final order not subject to appeal, this Agreement to be unenforceable; or (ii) the Plan is not approved following a vote by the necessary amount of creditors required under the CCAA or, if so approved, is not sanctioned by the Court and all appeals of such order have been exhausted; (b) implementation of the Plan; or (c) June 30, 2021.

## ARTICLE 4 MISCELLANEOUS

#### 4.1 Consideration

It is hereby acknowledged by the Parties hereto that no consideration shall be due or paid to the Consenting Creditor for its agreement to vote to accept the Plan in accordance with the terms and conditions of this Agreement, other than the Petitioners' commitment to use commercially reasonable efforts to obtain approval of the Plan by the requisite majorities of holders of Affected Claims and the Court in accordance with the terms and conditions of this Agreement.

#### 4.2 Amendments, Waivers and Assignments

Any provision in this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by each of the Parties hereto, or in the case of a waiver, by the Party against whom the waiver is to be effective. No assignment of this Agreement or any provision hereof is effective without the prior written consent of the other Parties.

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This Agreement is solely for the benefit of the Parties and their respective heirs, executors, administrators, other legal representatives, successors and permitted assigns, and this Agreement will not be deemed to confer upon or give to any other person, entity or party any remedy, claim, liability, reimbursement, cause of action or other right.

## 4.4 Severability

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### **4.5** Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein.

### 4.6 Headings

The headings of the sections, paragraphs and subsections of this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement.

### **4.7** Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same Agreement. Executed copies of this Agreement may be delivered by facsimile or email.

[Signature Page Follows]

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed and delivered by its duly authorized officer as of the date first written above.

CALGARY OIL & GAS SYNDICATE GROUP LTD.
ON ITS OWN BEHALF AND ON BEHALF OF
CALGARY OIL AND GAS INTERCONTINENTAL
GROUP LTD., CALGARY OIL AND SYNDICATE
PARTNERS LTD. AND PETROWORLD ENERGY
LTD. AND T5 SC OIL AND GAS LIMITED
PARTNERSHIP

Per:				
	Name:			
	Title:			

GS Equipment Ltd.

Per:

Name: Robin Lagrange

Title: President

### **SCHEDULE "A"**

### STRICTLY CONFIDENTIAL

#### ACKNOWLEDGEMENT OF AFFECTED CLAIM

TO:

CALGARY OIL & GAS SYNDICATE GROUP LTD., CALGARY OIL AND GAS INTERCONTINENTAL GROUP LTD., CALGARY OIL AND SYNDICATE PARTNERS LTD. AND PETROWORLD ENERGY LTD. AND T5 SC OIL AND

**GAS LIMITED PARTNERSHIP** 

RE:

Acknowledgment of Holdings of Affected Claim

**WHEREAS** the undersigned has entered into the Plan Support Agreement as of the date hereof regarding the principal terms of the restructuring of the Affected Claim pursuant to the Plan (the "Plan Support Agreement");

**WHEREAS** capitalized terms used herein but not defined have the meanings ascribed to them in the Plan Support Agreement;

WHEREAS the undersigned represents and warrants in the Plan Support Agreement that, as at the date of the Plan Support Agreement, it (or a client for which it has investment or voting authority) is a legal and beneficial holder of Affected Claim in the aggregate principal amount(s) set forth in an executed acknowledgment;

**NOW THEREFORE** pursuant to the Plan Support Agreement, the undersigned hereby acknowledges and confirms that, as at the date of the Plan Support Agreement, it (or a client for which it has investment or voting authority) is the holder of CDN\$\_13,062.00 \_\_aggregate principal amount of Affected Claim.

This Acknowledgement is delivered pursuant to the terms and conditions of the Plan Support Agreement and is hereby incorporated into and made subject to the terms of the Support Agreement.

Name of Consenting Creditor:

GS Equipment Ltd.

Dated: April.20, 2021

Name: Robin Lagrange

Title: President

I have the authority to bind the party named

herein.

Per:

#### PLAN SUPPORT AGREEMENT

THIS AGREEMENT is made as of April 20, 2021.

#### **RECITALS**

WHEREAS Calgary Oil & Gas Syndicate Group Ltd. ("COGL"), Calgary Oil and Gas Intercontinental Group Ltd., Calgary Oil and Syndicate Partners Ltd. and Petroworld Energy Ltd. and T5 SC Oil and Gas Limited Partnership (collectively, the "Petitioners") intend to propose a Plan of Reorganization and Compromise (the "Plan") pursuant to the Companies' Creditors Arrangement Act (the "CCAA" and the "CCAA Proceedings").

WHEREAS the Plan will be submitted, with the exception of holders of claims that fall under Section 5.1(2) of the CCAA and Crown Capital LP Partner Funding Inc., to the holders (the "Affected Creditors") of claims ("Affected Claims") for voting purposes at a meeting of the Affected Creditors (the "Creditors' Meeting") to be held in accordance with the Plan.

WHEREAS COGL and Spartan Delta Corp., a publicly traded company listed on the facilities of the TSX Venture Exchange, will be entering into a definitive agreement providing for a \$37,500,000 equity investment into COGL, which investment, in accordance with the Plan, is expected to result in recovery to the Affected Creditor of 65 to 70% of the value of the Affected Claim.

WHEREAS this support agreement (the "Agreement") confirms the support of the undersigned Holder of an Affected Claim (the "Consenting Creditor"), on the terms and conditions set out herein, for the Plan.

WHEREAS, the Consenting Creditor and the Petitioners are collectively referred to herein as the "Parties", and each of them as a "Party".

**NOW THEREFORE**, in consideration for the covenants and agreements set forth herein, and for other good and valuable consideration, the receipt of which are hereby acknowledged, the Parties hereby agree as follows.

# ARTICLE 1 REPRESENTATIONS AND WARRANTIES

### 1.1 Mutual Representations and Warranties

Each Party represents and warrants to and in favour of the other Parties that this Agreement has been duly executed and delivered by it and constitutes a valid and binding obligation of such Party enforceable against it in accordance with its terms, subject to bankruptcy, insolvency and other laws affecting the enforcement of creditors' rights generally.

### 1.2 Additional Representations and Warranties of the Consenting Creditor

The Consenting Creditor further represents and warrants to and in favour of the Petitioners that (i) it is either the legal and beneficial owner of, or has investment or voting discretion with respect to, the principal amount of the Affected Claim set forth in the confidential "Acknowledgement of Affected Claim" executed by such Consenting Creditor as at the date of this Agreement, the form of which is attached as <u>Schedule "A"</u>; and (ii) it has full power and

authority to vote on and consent to all matters concerning such Affected Claim and to otherwise perform its obligations hereunder in respect of such Affected Claim.

## ARTICLE 2 COVENANTS

### 2.1 Support for the Plan

- (1) So long as this Agreement shall remain in effect, and subject to the other terms and conditions of this Agreement, the Consenting Creditor agrees for itself and on behalf of the accounts within its control:
  - (a) cooperate with the BDO Canada Limited (the "Monitor") and the Petitioners in good faith to support the restructuring of the Petitioners in the manner contemplated by this Agreement and the Plan;
  - (b) support the Plan and use its commercially reasonable efforts upon the reasonable requests of the Monitor or the Petitioners to facilitate the approval, sanction and implementation of the Plan at the earliest practicable date;
  - (c) not pursue, propose, support or encourage the pursuit, proposal or support of any other restructuring or plan in respect of the Petitioners other than pursuant to the Plan (to the extent the Plan continues to apply to the Petitioners);
  - refrain from doing anything or taking any action that would frustrate the purposes and intent of this Agreement and the restructuring contemplated by the Plan, including without limitation refraining from opposing any motions brought by the Monitor or the Petitioners in support of the Plan and the restructuring contemplated by the Plan, or bringing any motions, or supporting any motions brought by third parties, seeking relief that is not consistent with this Agreement and the restructuring contemplated by the Plan;
  - (e) promptly, upon receipt thereof, irrevocably submit its completed Form of Proxy to BDO Canada Limited, in its capacity as Monitor, designating Matti Lemmens, of the law firm Borden Ladner Gervais LLP, as nominee of the Consenting Creditor with power of substitution to:
    - (i) attend on behalf of and act for the Consenting Creditor at the Creditors' Meeting to be held in connection with the Plan, and at any adjournments thereof:
    - (ii) irrevocably vote the full amount of the Consenting Creditor's Affected Claim for approval of the Plan; and
  - (f) not sell, transfer, assign or permit the sale, transfer or assignment of, any of its Affected Claim, unless the transferee thereof agrees in writing for the benefit of the Parties hereto to be bound by this Agreement and the Plan and executes and delivers to the Parties a counterpart signature page of this Agreement. Any sale, transfer or assignment of an Affected Claim by a Consenting Creditor not in compliance with the requirements of this Article shall be void *ab initio*.

## ARTICLE 3 TERMINATION

#### 3.1 Termination of this Agreement

This Agreement and the obligations of the Parties hereunder shall terminate upon the earliest to occur of (such earliest date being the "Expiry Date"): (a) written notice by a Party to the other Parties that (i) any court (including the Court of Queen's Bench of Alberta (the "Court")) has declared, in a final order not subject to appeal, this Agreement to be unenforceable; or (ii) the Plan is not approved following a vote by the necessary amount of creditors required under the CCAA or, if so approved, is not sanctioned by the Court and all appeals of such order have been exhausted; (b) implementation of the Plan; or (c) June 30, 2021.

# ARTICLE 4 MISCELLANEOUS

#### 4.1 Consideration

It is hereby acknowledged by the Parties hereto that no consideration shall be due or paid to the Consenting Creditor for its agreement to vote to accept the Plan in accordance with the terms and conditions of this Agreement, other than the Petitioners' commitment to use commercially reasonable efforts to obtain approval of the Plan by the requisite majorities of holders of Affected Claims and the Court in accordance with the terms and conditions of this Agreement.

### 4.2 Amendments, Waivers and Assignments

Any provision in this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by each of the Parties hereto, or in the case of a waiver, by the Party against whom the waiver is to be effective. No assignment of this Agreement or any provision hereof is effective without the prior written consent of the other Parties.

### 4.3 No Third Party Beneficiaries

This Agreement is solely for the benefit of the Parties and their respective heirs, executors, administrators, other legal representatives, successors and permitted assigns, and this Agreement will not be deemed to confer upon or give to any other person, entity or party any remedy, claim, liability, reimbursement, cause of action or other right.

#### 4.4 Severability

If any term or other provision of this Agreement is found by a court of competent jurisdiction in the Province of Alberta, including the Court, be invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement as necessary so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the terms of this Agreement remain as originally contemplated to the fullest extent possible.

### 4.5 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein.

### 4.6 Headings

The headings of the sections, paragraphs and subsections of this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement.

### 4.7 Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same Agreement. Executed copies of this Agreement may be delivered by facsimile or email.

[Signature Page Follows]

### **SCHEDULE "A"**

### STRICTLY CONFIDENTIAL

### ACKNOWLEDGEMENT OF AFFECTED CLAIM

TO:

CALGARY OIL & GAS SYNDICATE GROUP LTD., CALGARY OIL AND GAS INTERCONTINENTAL GROUP LTD., CALGARY OIL AND SYNDICATE PARTNERS LTD. AND PETROWORLD ENERGY LTD. AND T5 SC OIL AND GAS LIMITED PARTNERSHIP

RE:

Acknowledgment of Holdings of Affected Claim

WHEREAS the undersigned has entered into the Plan Support Agreement as of the date hereof regarding the principal terms of the restructuring of the Affected Claim pursuant to the Plan (the "Plan Support Agreement");

WHEREAS capitalized terms used herein but not defined have the meanings ascribed to them in the Plan Support Agreement;

WHEREAS the undersigned represents and warrants in the Plan Support Agreement that, as at the date of the Plan Support Agreement, it (or a client for which it has investment or voting authority) is a legal and beneficial holder of Affected Claim in the aggregate principal amount(s) set forth in an executed acknowledgment;

NOW THEREFORE pursuant to the Plan Support Agreement, the undersigned hereby aggregate principal amount of Affected Claim.

This Acknowledgement is delivered pursuant to the terms and conditions of the Plan Support Agreement and is hereby incorporated into and made subject to the terms of the Support Agreement.

Name of Consenting Creditor:

Dated: *Qpril 20*, 2021.

Name: Grea Marshall

Title:

VP Operations

I have the authority to bind the party named herein.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed and delivered by its duly authorized officer as of the date first written above.

CALGARY OIL & GAS SYNDICATE GROUP LTD.
ON ITS OWN BEHALF AND ON BEHALF OF
CALGARY OIL AND GAS INTERCONTINENTAL
GROUP LTD., CALGARY OIL AND SYNDICATE
PARTNERS LTD. AND PETROWORLD ENERGY
LTD. AND T5 SC OIL AND GAS LIMITED
PARTNERSHIP

Per:				
	Name:		,	
	Title:			
[INSI	ERT NAME OF CRE	DITOR]		
_	•			
Per:		,		
	Name:			
	Title:			

#### PLAN SUPPORT AGREEMENT

THIS AGREEMENT is made as of April 20, 2021.

#### **RECITALS**

WHEREAS Calgary Oil & Gas Syndicate Group Ltd. ("COGL"), Calgary Oil and Gas Intercontinental Group Ltd., Calgary Oil and Syndicate Partners Ltd. and Petroworld Energy Ltd. and T5 SC Oil and Gas Limited Partnership (collectively, the "Petitioners") intend to propose a Plan of Reorganization and Compromise (the "Plan") pursuant to the Companies' Creditors Arrangement Act (the "CCAA" and the "CCAA Proceedings").

WHEREAS the Plan will be submitted, with the exception of holders of claims that fall under Section 5.1(2) of the CCAA and Crown Capital LP Partner Funding Inc., to the holders (the "Affected Creditors") of claims ("Affected Claims") for voting purposes at a meeting of the Affected Creditors (the "Creditors' Meeting") to be held in accordance with the Plan.

WHEREAS COGL and Spartan Delta Corp., a publicly traded company listed on the facilities of the TSX Venture Exchange, will be entering into a definitive agreement providing for a \$37,500,000 equity investment into COGL, which investment, in accordance with the Plan, is expected to result in recovery to the Affected Creditor of 65 to 70% of the value of the Affected Claim.

**WHEREAS** this support agreement (the "Agreement") confirms the support of the undersigned Holder of an Affected Claim (the "Consenting Creditor"), on the terms and conditions set out herein, for the Plan.

**WHEREAS**, the Consenting Creditor and the Petitioners are collectively referred to herein as the "Parties", and each of them as a "Party".

**NOW THEREFORE**, in consideration for the covenants and agreements set forth herein, and for other good and valuable consideration, the receipt of which are hereby acknowledged, the Parties hereby agree as follows.

# ARTICLE 1 REPRESENTATIONS AND WARRANTIES

### **1.1** Mutual Representations and Warranties

Each Party represents and warrants to and in favour of the other Parties that this Agreement has been duly executed and delivered by it and constitutes a valid and binding obligation of such Party enforceable against it in accordance with its terms, subject to bankruptcy, insolvency and other laws affecting the enforcement of creditors' rights generally.

### **1.2** Additional Representations and Warranties of the Consenting Creditor

The Consenting Creditor further represents and warrants to and in favour of the Petitioners that (i) it is either the legal and beneficial owner of, or has investment or voting discretion with respect to, the principal amount of the Affected Claim set forth in the confidential "Acknowledgement of Affected Claim" executed by such Consenting Creditor as at the date of this Agreement, the form of which is attached as <u>Schedule "A"</u>; and (ii) it has full power and

authority to vote on and consent to all matters concerning such Affected Claim and to otherwise perform its obligations hereunder in respect of such Affected Claim.

# ARTICLE 2 COVENANTS

### **2.1** Support for the Plan

- (1) So long as this Agreement shall remain in effect, and subject to the other terms and conditions of this Agreement, the Consenting Creditor agrees for itself and on behalf of the accounts within its control:
  - (a) cooperate with the BDO Canada Limited (the "Monitor") and the Petitioners in good faith to support the restructuring of the Petitioners in the manner contemplated by this Agreement and the Plan;
  - (b) support the Plan and use its commercially reasonable efforts upon the reasonable requests of the Monitor or the Petitioners to facilitate the approval, sanction and implementation of the Plan at the earliest practicable date;
  - (c) not pursue, propose, support or encourage the pursuit, proposal or support of any other restructuring or plan in respect of the Petitioners other than pursuant to the Plan (to the extent the Plan continues to apply to the Petitioners);
  - refrain from doing anything or taking any action that would frustrate the purposes and intent of this Agreement and the restructuring contemplated by the Plan, including without limitation refraining from opposing any motions brought by the Monitor or the Petitioners in support of the Plan and the restructuring contemplated by the Plan, or bringing any motions, or supporting any motions brought by third parties, seeking relief that is not consistent with this Agreement and the restructuring contemplated by the Plan;
  - (e) promptly, upon receipt thereof, irrevocably submit its completed Form of Proxy to BDO Canada Limited, in its capacity as Monitor, designating Matti Lemmens, of the law firm Borden Ladner Gervais LLP, as nominee of the Consenting Creditor with power of substitution to:
    - (i) attend on behalf of and act for the Consenting Creditor at the Creditors' Meeting to be held in connection with the Plan, and at any adjournments thereof;
    - (ii) irrevocably vote the full amount of the Consenting Creditor's Affected Claim for approval of the Plan; and
  - (f) not sell, transfer, assign or permit the sale, transfer or assignment of, any of its Affected Claim, unless the transferee thereof agrees in writing for the benefit of the Parties hereto to be bound by this Agreement and the Plan and executes and delivers to the Parties a counterpart signature page of this Agreement. Any sale, transfer or assignment of an Affected Claim by a Consenting Creditor not in compliance with the requirements of this Article shall be void *ab initio*.

# ARTICLE 3 TERMINATION

### 3.1 Termination of this Agreement

This Agreement and the obligations of the Parties hereunder shall terminate upon the earliest to occur of (such earliest date being the "Expiry Date"): (a) written notice by a Party to the other Parties that (i) any court (including the Court of Queen's Bench of Alberta (the "Court")) has declared, in a final order not subject to appeal, this Agreement to be unenforceable; or (ii) the Plan is not approved following a vote by the necessary amount of creditors required under the CCAA or, if so approved, is not sanctioned by the Court and all appeals of such order have been exhausted; (b) implementation of the Plan; or (c) June 30, 2021.

# ARTICLE 4 MISCELLANEOUS

#### 4.1 Consideration

It is hereby acknowledged by the Parties hereto that no consideration shall be due or paid to the Consenting Creditor for its agreement to vote to accept the Plan in accordance with the terms and conditions of this Agreement, other than the Petitioners' commitment to use commercially reasonable efforts to obtain approval of the Plan by the requisite majorities of holders of Affected Claims and the Court in accordance with the terms and conditions of this Agreement.

### 4.2 Amendments, Waivers and Assignments

Any provision in this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by each of the Parties hereto, or in the case of a waiver, by the Party against whom the waiver is to be effective. No assignment of this Agreement or any provision hereof is effective without the prior written consent of the other Parties.

#### 4.3 No Third Party Beneficiaries

This Agreement is solely for the benefit of the Parties and their respective heirs, executors, administrators, other legal representatives, successors and permitted assigns, and this Agreement will not be deemed to confer upon or give to any other person, entity or party any remedy, claim, liability, reimbursement, cause of action or other right.

### 4.4 Severability

If any term or other provision of this Agreement is found by a court of competent jurisdiction in the Province of Alberta, including the Court, be invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement as necessary so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the terms of this Agreement remain as originally contemplated to the fullest extent possible.

### 4.5 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein.

### 4.6 Headings

The headings of the sections, paragraphs and subsections of this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement.

### 4.7 Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same Agreement. Executed copies of this Agreement may be delivered by facsimile or email.

[Signature Page Follows]

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed and delivered by its duly authorized officer as of the date first written above.

CALGARY OIL & GAS SYNDICATE GROUP LTD.
ON ITS OWN BEHALF AND ON BEHALF OF
CALGARY OIL AND GAS INTERCONTINENTAL
GROUP LTD., CALGARY OIL AND SYNDICATE
PARTNERS LTD. AND PETROWORLD ENERGY
LTD. AND T5 SC OIL AND GAS LIMITED
PARTNERSHIP

Per:				 
	Name: Title:			

HIGH ARCTIC ENERGY SERVICES INC.

Lana Morelas

Per:

Name: Lance Mierendorf

Title: Interim Chief Financial Officer

#### SCHEDULE "A"

### STRICTLY CONFIDENTIAL

#### **ACKNOWLEDGEMENT OF AFFECTED CLAIM**

TO:

CALGARY OIL & GAS SYNDICATE GROUP LTD., CALGARY OIL AND GAS INTERCONTINENTAL GROUP LTD., CALGARY OIL AND SYNDICATE PARTNERS LTD. AND PETROWORLD ENERGY LTD. AND T5 SC OIL AND

**GAS LIMITED PARTNERSHIP** 

RE:

Acknowledgment of Holdings of Affected Claim

**WHEREAS** the undersigned has entered into the Plan Support Agreement as of the date hereof regarding the principal terms of the restructuring of the Affected Claim pursuant to the Plan (the "Plan Support Agreement");

**WHEREAS** capitalized terms used herein but not defined have the meanings ascribed to them in the Plan Support Agreement;

WHEREAS the undersigned represents and warrants in the Plan Support Agreement that, as at the date of the Plan Support Agreement, it (or a client for which it has investment or voting authority) is a legal and beneficial holder of Affected Claim in the aggregate principal amount(s) set forth in an executed acknowledgment;

**NOW THEREFORE** pursuant to the Plan Support Agreement, the undersigned hereby acknowledges and confirms that, as at the date of the Plan Support Agreement, it (or a client for which it has investment or voting authority) is the holder of CDN\$42,983.59 aggregate principal amount of Affected Claim.

This Acknowledgement is delivered pursuant to the terms and conditions of the Plan Support Agreement and is hereby incorporated into and made subject to the terms of the Support Agreement.

Name of Consenting Creditor:

Per:

Name: Lance Mierendorf

Lana Misselas

Title: Interim Chief Financial Officer

I have the authority to bind the party named herein.

Dated:

April 20, 2021.

### PLAN SUPPORT AGREEMENT

THIS AGREEMENT is made as of April 19th, 2021.

#### **RECITALS**

WHEREAS Calgary Oil & Gas Syndicate Group Ltd. ("COGL"), Calgary Oil and Gas Intercontinental Group Ltd., Calgary Oil and Syndicate Partners Ltd. and Petroworld Energy Ltd. and T5 SC Oil and Gas Limited Partnership (collectively, the "Petitioners") intend to propose a Plan of Reorganization and Compromise (the "Plan") pursuant to the Companies' Creditors Arrangement Act (the "CCAA" and the "CCAA Proceedings").

WHEREAS the Plan will be submitted, with the exception of holders of claims that fall under Section 5.1(2) of the CCAA and Crown Capital LP Partner Funding Inc., to the holders (the "Affected Creditors") of claims ("Affected Claims") for voting purposes at a meeting of the Affected Creditors (the "Creditors' Meeting") to be held in accordance with the Plan.

WHEREAS COGL and Spartan Delta Corp., a publicly traded company listed on the facilities of the TSX Venture Exchange, will be entering into a definitive agreement providing for a \$37,500,000 equity investment into COGL, which investment, in accordance with the Plan, is expected to result in recovery to the Affected Creditor of 65 to 70% of the value of the Affected Claim.

WHEREAS this support agreement (the "Agreement") confirms the support of the undersigned Holder of an Affected Claim (the "Consenting Creditor"), on the terms and conditions set out herein, for the Plan.

WHEREAS, the Consenting Creditor and the Petitioners are collectively referred to herein as the "Parties", and each of them as a "Party".

**NOW THEREFORE**, in consideration for the covenants and agreements set forth herein, and for other good and valuable consideration, the receipt of which are hereby acknowledged, the Parties hereby agree as follows.

# ARTICLE 1 REPRESENTATIONS AND WARRANTIES

### 1.1 Mutual Representations and Warranties

Each Party represents and warrants to and in favour of the other Parties that this Agreement has been duly executed and delivered by it and constitutes a valid and binding obligation of such Party enforceable against it in accordance with its terms, subject to bankruptcy, insolvency and other laws affecting the enforcement of creditors' rights generally.

### 1.2 Additional Representations and Warranties of the Consenting Creditor

The Consenting Creditor further represents and warrants to and in favour of the Petitioners that (i) it is either the legal and beneficial owner of, or has investment or voting discretion with respect to, the principal amount of the Affected Claim set forth in the confidential "Acknowledgement of Affected Claim" executed by such Consenting Creditor as at the date of this Agreement, the form of which is attached as <u>Schedule "A"</u>; and (ii) it has full power and

authority to vote on and consent to all matters concerning such Affected Claim and to otherwise perform its obligations hereunder in respect of such Affected Claim.

# ARTICLE 2 COVENANTS

### 2.1 Support for the Plan

- (1) So long as this Agreement shall remain in effect, and subject to the other terms and conditions of this Agreement, the Consenting Creditor agrees for itself and on behalf of the accounts within its control:
  - (a) cooperate with the BDO Canada Limited (the "Monitor") and the Petitioners in good faith to support the restructuring of the Petitioners in the manner contemplated by this Agreement and the Plan;
  - (b) support the Plan and use its commercially reasonable efforts upon the reasonable requests of the Monitor or the Petitioners to facilitate the approval, sanction and implementation of the Plan at the earliest practicable date;
  - (c) not pursue, propose, support or encourage the pursuit, proposal or support of any other restructuring or plan in respect of the Petitioners other than pursuant to the Plan (to the extent the Plan continues to apply to the Petitioners);
  - refrain from doing anything or taking any action that would frustrate the purposes and intent of this Agreement and the restructuring contemplated by the Plan, including without limitation refraining from opposing any motions brought by the Monitor or the Petitioners in support of the Plan and the restructuring contemplated by the Plan, or bringing any motions, or supporting any motions brought by third parties, seeking relief that is not consistent with this Agreement and the restructuring contemplated by the Plan;
  - (e) promptly, upon receipt thereof, irrevocably submit its completed Form of Proxy to BDO Canada Limited, in its capacity as Monitor, designating Matti Lemmens, of the law firm Borden Ladner Gervais LLP, as nominee of the Consenting Creditor with power of substitution to:
    - (i) attend on behalf of and act for the Consenting Creditor at the Creditors' Meeting to be held in connection with the Plan, and at any adjournments thereof;
    - (ii) irrevocably vote the full amount of the Consenting Creditor's Affected Claim for approval of the Plan; and
  - (f) not sell, transfer, assign or permit the sale, transfer or assignment of, any of its Affected Claim, unless the transferee thereof agrees in writing for the benefit of the Parties hereto to be bound by this Agreement and the Plan and executes and delivers to the Parties a counterpart signature page of this Agreement. Any sale, transfer or assignment of an Affected Claim by a Consenting Creditor not in compliance with the requirements of this Article shall be void *ab initio*.

# ARTICLE 3 TERMINATION

### 3.1 Termination of this Agreement

This Agreement and the obligations of the Parties hereunder shall terminate upon the earliest to occur of (such earliest date being the "Expiry Date"): (a) written notice by a Party to the other Parties that (i) any court (including the Court of Queen's Bench of Alberta (the "Court")) has declared, in a final order not subject to appeal, this Agreement to be unenforceable; or (ii) the Plan is not approved following a vote by the necessary amount of creditors required under the CCAA or, if so approved, is not sanctioned by the Court and all appeals of such order have been exhausted; (b) implementation of the Plan; or (c) June 30, 2021.

# ARTICLE 4 MISCELLANEOUS

#### 4.1 Consideration

It is hereby acknowledged by the Parties hereto that no consideration shall be due or paid to the Consenting Creditor for its agreement to vote to accept the Plan in accordance with the terms and conditions of this Agreement, other than the Petitioners' commitment to use commercially reasonable efforts to obtain approval of the Plan by the requisite majorities of holders of Affected Claims and the Court in accordance with the terms and conditions of this Agreement.

### 4.2 Amendments, Waivers and Assignments

Any provision in this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by each of the Parties hereto, or in the case of a waiver, by the Party against whom the waiver is to be effective. No assignment of this Agreement or any provision hereof is effective without the prior written consent of the other Parties.

#### 4.3 No Third Party Beneficiaries

This Agreement is solely for the benefit of the Parties and their respective heirs, executors, administrators, other legal representatives, successors and permitted assigns, and this Agreement will not be deemed to confer upon or give to any other person, entity or party any remedy, claim, liability, reimbursement, cause of action or other right.

#### 4.4 Severability

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### 4.5 Governing Law

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### 4.6 Headings

The headings of the sections, paragraphs and subsections of this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement.

### 4.7 Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same Agreement. Executed copies of this Agreement may be delivered by facsimile or email.

[Signature Page Follows]

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed and delivered by its duly authorized officer as of the date first written above.

CALGARY OIL & GAS SYNDICATE GROUP LTD.
ON ITS OWN BEHALF AND ON BEHALF OF
CALGARY OIL AND GAS INTERCONTINENTAL
GROUP LTD., CALGARY OIL AND SYNDICATE
PARTNERS LTD. AND PETROWORLD ENERGY
LTD. AND T5 SC OIL AND GAS LIMITED
PARTNERSHIP

er:			 ······	 
	Name:			
	Title:		*	

[High Country Oilfield Transportation inc]

Per:

Name: Riley Domes
Title: Owner/ President

#### SCHEDULE "A"

### STRICTLY CONFIDENTIAL

### **ACKNOWLEDGEMENT OF AFFECTED CLAIM**

TO:

CALGARY OIL & GAS SYNDICATE GROUP LTD., CALGARY OIL AND GAS INTERCONTINENTAL GROUP LTD., CALGARY OIL AND SYNDICATE PARTNERS LTD. AND PETROWORLD ENERGY LTD. AND T5 SC OIL AND GAS LIMITED PARTNERSHIP

RE:

Acknowledgment of Holdings of Affected Claim

WHEREAS the undersigned has entered into the Plan Support Agreement as of the date hereof regarding the principal terms of the restructuring of the Affected Claim pursuant to the Plan (the "Plan Support Agreement");

**WHEREAS** capitalized terms used herein but not defined have the meanings ascribed to them in the Plan Support Agreement;

WHEREAS the undersigned represents and warrants in the Plan Support Agreement that, as at the date of the Plan Support Agreement, it (or a client for which it has investment or voting authority) is a legal and beneficial holder of Affected Claim in the aggregate principal amount(s) set forth in an executed acknowledgment;

**NOW THEREFORE** pursuant to the Plan Support Agreement, the undersigned hereby acknowledges and confirms that, as at the date of the Plan Support Agreement, it (or a client for which it has investment or voting authority) is the holder of CDN \$177641.10 aggregate principal amount of Affected Claim.

This Acknowledgement is delivered pursuant to the terms and conditions of the Plan Support Agreement and is hereby incorporated into and made subject to the terms of the Support Agreement.

Per:

### Name of Consenting Creditor:

High Country Oilfield Transportation inc

Dated: April 19th, 2021.

Name: Riley Domes
Title: Owner/ President

I have the authority to bind the party named herein.

### PLAN SUPPORT AGREEMENT

THIS AGREEMENT is made as of April 20, 2021.

#### RECITALS

WHEREAS Calgary Oil & Gas Syndicate Group Ltd. ("COGL"), Calgary Oil and Gas Intercontinental Group Ltd., Calgary Oil and Syndicate Partners Ltd. and Petroworld Energy Ltd. and T5 SC Oil and Gas Limited Partnership (collectively, the "Petitioners") intend to propose a Plan of Reorganization and Compromise (the "Plan") pursuant to the Companies' Creditors Arrangement Act (the "CCAA" and the "CCAA Proceedings").

WHEREAS the Plan will be submitted, with the exception of holders of claims that fall under Section 5.1(2) of the CCAA and Crown Capital LP Partner Funding Inc., to the holders (the "Affected Creditors") of claims ("Affected Claims") for voting purposes at a meeting of the Affected Creditors (the "Creditors' Meeting") to be held in accordance with the Plan.

WHEREAS COGL and Spartan Delta Corp., a publicly traded company listed on the facilities of the TSX Venture Exchange, will be entering into a definitive agreement providing for a \$37,500,000 equity investment into COGL, which investment, in accordance with the Plan, is expected to result in recovery to the Affected Creditor of 65 to 70% of the value of the Affected Claim.

WHEREAS this support agreement (the "Agreement") confirms the support of the undersigned Holder of an Affected Claim (the "Consenting Creditor"), on the terms and conditions set out herein, for the Plan.

WHEREAS, the Consenting Creditor and the Petitioners are collectively referred to herein as the "Parties", and each of them as a "Party".

**NOW THEREFORE**, in consideration for the covenants and agreements set forth herein, and for other good and valuable consideration, the receipt of which are hereby acknowledged, the Parties hereby agree as follows.

# ARTICLE 1 REPRESENTATIONS AND WARRANTIES

### 1.1 Mutual Representations and Warranties

Each Party represents and warrants to and in favour of the other Parties that this Agreement has been duly executed and delivered by it and constitutes a valid and binding obligation of such Party enforceable against it in accordance with its terms, subject to bankruptcy, insolvency and other laws affecting the enforcement of creditors' rights generally.

## 1.2 Additional Representations and Warranties of the Consenting Creditor

The Consenting Creditor further represents and warrants to and in favour of the Petitioners that (i) it is either the legal and beneficial owner of, or has investment or voting discretion with respect to, the principal amount of the Affected Claim set forth in the confidential "Acknowledgement of Affected Claim" executed by such Consenting Creditor as at the date of this Agreement, the form of which is attached as Schedule "A"; and (ii) it has full power and

authority to vote on and consent to all matters concerning such Affected Claim and to otherwise perform its obligations hereunder in respect of such Affected Claim.

# ARTICLE 2 COVENANTS

### 2.1 Support for the Plan

- (1) So long as this Agreement shall remain in effect, and subject to the other terms and conditions of this Agreement, the Consenting Creditor agrees for itself and on behalf of the accounts within its control:
  - (a) cooperate with the BDO Canada Limited (the "Monitor") and the Petitioners in good faith to support the restructuring of the Petitioners in the manner contemplated by this Agreement and the Plan;
  - (b) support the Plan and use its commercially reasonable efforts upon the reasonable requests of the Monitor or the Petitioners to facilitate the approval, sanction and implementation of the Plan at the earliest practicable date;
  - (c) not pursue, propose, support or encourage the pursuit, proposal or support of any other restructuring or plan in respect of the Petitioners other than pursuant to the Plan (to the extent the Plan continues to apply to the Petitioners);
  - refrain from doing anything or taking any action that would frustrate the purposes and intent of this Agreement and the restructuring contemplated by the Plan, including without limitation refraining from opposing any motions brought by the Monitor or the Petitioners in support of the Plan and the restructuring contemplated by the Plan, or bringing any motions, or supporting any motions brought by third parties, seeking relief that is not consistent with this Agreement and the restructuring contemplated by the Plan;
  - (e) promptly, upon receipt thereof, irrevocably submit its completed Form of Proxy to BDO Canada Limited, in its capacity as Monitor, designating Matti Lemmens, of the law firm Borden Ladner Gervais LLP, as nominee of the Consenting Creditor with power of substitution to:
    - (i) attend on behalf of and act for the Consenting Creditor at the Creditors' Meeting to be held in connection with the Plan, and at any adjournments thereof;
    - (ii) irrevocably vote the full amount of the Consenting Creditor's Affected Claim for approval of the Plan; and
  - (f) not sell, transfer, assign or permit the sale, transfer or assignment of, any of its Affected Claim, unless the transferee thereof agrees in writing for the benefit of the Parties hereto to be bound by this Agreement and the Plan and executes and delivers to the Parties a counterpart signature page of this Agreement. Any sale, transfer or assignment of an Affected Claim by a Consenting Creditor not in compliance with the requirements of this Article shall be void *ab initio*.

# ARTICLE 3 TERMINATION

### 3.1 Termination of this Agreement

This Agreement and the obligations of the Parties hereunder shall terminate upon the earliest to occur of (such earliest date being the "Expiry Date"): (a) written notice by a Party to the other Parties that (i) any court (including the Court of Queen's Bench of Alberta (the "Court")) has declared, in a final order not subject to appeal, this Agreement to be unenforceable; or (ii) the Plan is not approved following a vote by the necessary amount of creditors required under the CCAA or, if so approved, is not sanctioned by the Court and all appeals of such order have been exhausted; (b) implementation of the Plan; or (c) June 30, 2021.

# ARTICLE 4 MISCELLANEOUS

### 4.1 Consideration

It is hereby acknowledged by the Parties hereto that no consideration shall be due or paid to the Consenting Creditor for its agreement to vote to accept the Plan in accordance with the terms and conditions of this Agreement, other than the Petitioners' commitment to use commercially reasonable efforts to obtain approval of the Plan by the requisite majorities of holders of Affected Claims and the Court in accordance with the terms and conditions of this Agreement.

### 4.2 Amendments, Waivers and Assignments

Any provision in this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by each of the Parties hereto, or in the case of a waiver, by the Party against whom the waiver is to be effective. No assignment of this Agreement or any provision hereof is effective without the prior written consent of the other Parties.

### 4.3 No Third Party Beneficiaries

This Agreement is solely for the benefit of the Parties and their respective heirs, executors, administrators, other legal representatives, successors and permitted assigns, and this Agreement will not be deemed to confer upon or give to any other person, entity or party any remedy, claim, liability, reimbursement, cause of action or other right.

### 4.4 Severability

If any term or other provision of this Agreement is found by a court of competent jurisdiction in the Province of Alberta, including the Court, be invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement as necessary so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the terms of this Agreement remain as originally contemplated to the fullest extent possible.

### 4.5 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein.

### 4.6 Headings

The headings of the sections, paragraphs and subsections of this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement.

### 4.7 Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same Agreement. Executed copies of this Agreement may be delivered by facsimile or email.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered by its duly authorized officer as of the date first written above.

CALGARY OIL & GAS SYNDICATE GROUP LTD.
ON ITS OWN BEHALF AND ON BEHALF OF
CALGARY OIL AND GAS INTERCONTINENTAL
GROUP LTD., CALGARY OIL AND SYNDICATE
PARTNERS LTD. AND PETROWORLD ENERGY
LTD. AND T5 SC OIL AND GAS LIMITED
PARTNERSHIP

Per:		
	Name:	
	Title:	

INTEGRITY DILFIELD INC.

Per:

Name: JULIE ELGERT Title: VICE PRESIDENT

#### **SCHEDULE "A"**

### STRICTLY CONFIDENTIAL

### ACKNOWLEDGEMENT OF AFFECTED CLAIM

TO:

CALGARY OIL & GAS SYNDICATE GROUP LTD., CALGARY OIL AND GAS INTERCONTINENTAL GROUP LTD., CALGARY OIL AND SYNDICATE PARTNERS LTD. AND PETROWORLD ENERGY LTD. AND T5 SC OIL AND GAS LIMITED PARTNERSHIP

RE:

Acknowledgment of Holdings of Affected Claim

WHEREAS the undersigned has entered into the Plan Support Agreement as of the date hereof regarding the principal terms of the restructuring of the Affected Claim pursuant to the Plan (the "Plan Support Agreement");

WHEREAS capitalized terms used herein but not defined have the meanings ascribed to them in the Plan Support Agreement;

WHEREAS the undersigned represents and warrants in the Plan Support Agreement that, as at the date of the Plan Support Agreement, it (or a client for which it has investment or voting authority) is a legal and beneficial holder of Affected Claim in the aggregate principal amount(s) set forth in an executed acknowledgment;

**NOW THEREFORE** pursuant to the Plan Support Agreement, the undersigned hereby acknowledges and confirms that, as at the date of the Plan Support Agreement, it (or a client for which it has investment or voting authority) is the holder of CDN\$ 9,576,00 aggregate principal amount of Affected Claim.

This Acknowledgement is delivered pursuant to the terms and conditions of the Plan Support Agreement and is hereby incorporated into and made subject to the terms of the Support Agreement.

Name of Consenting Creditor:

INTEGRITY DILFIELD INC.

Dated: April 20, 2021.

Name: JULIE ELGERT Title: VICE PRESIDENT

I have the authority to bind the party named herein.

### PLAN SUPPORT AGREEMENT

THIS AGREEMENT is made as of April 20, 2021.

### **RECITALS**

WHEREAS Calgary Oil & Gas Syndicate Group Ltd. ("COGL"), Calgary Oil and Gas Intercontinental Group Ltd., Calgary Oil and Syndicate Partners Ltd. and Petroworld Energy Ltd. and T5 SC Oil and Gas Limited Partnership (collectively, the "Petitioners") intend to propose a Plan of Reorganization and Compromise (the "Plan") pursuant to the Companies' Creditors Arrangement Act (the "CCAA" and the "CCAA Proceedings").

WHEREAS the Plan will be submitted, with the exception of holders of claims that fall under Section 5.1(2) of the CCAA and Crown Capital LP Partner Funding Inc., to the holders (the "Affected Creditors") of claims ("Affected Claims") for voting purposes at a meeting of the Affected Creditors (the "Creditors' Meeting") to be held in accordance with the Plan.

WHEREAS COGL and Spartan Delta Corp., a publicly traded company listed on the facilities of the TSX Venture Exchange, will be entering into a definitive agreement providing for a \$37,500,000 equity investment into COGL, which investment, in accordance with the Plan, is expected to result in recovery to the Affected Creditor of 65 to 70% of the value of the Affected Claim.

WHEREAS this support agreement (the "Agreement") confirms the support of the undersigned Holder of an Affected Claim (the "Consenting Creditor"), on the terms and conditions set out herein, for the Plan.

**WHEREAS**, the Consenting Creditor and the Petitioners are collectively referred to herein as the "Parties", and each of them as a "Party".

**NOW THEREFORE**, in consideration for the covenants and agreements set forth herein, and for other good and valuable consideration, the receipt of which are hereby acknowledged, the Parties hereby agree as follows.

# ARTICLE 1 REPRESENTATIONS AND WARRANTIES

### 1.1 Mutual Representations and Warranties

Each Party represents and warrants to and in favour of the other Parties that this Agreement has been duly executed and delivered by it and constitutes a valid and binding obligation of such Party enforceable against it in accordance with its terms, subject to bankruptcy, insolvency and other laws affecting the enforcement of creditors' rights generally.

### 1.2 Additional Representations and Warranties of the Consenting Creditor

The Consenting Creditor further represents and warrants to and in favour of the Petitioners that (i) it is either the legal and beneficial owner of, or has investment or voting discretion with respect to, the principal amount of the Affected Claim set forth in the confidential "Acknowledgement of Affected Claim" executed by such Consenting Creditor as at the date of this Agreement, the form of which is attached as <u>Schedule "A"</u>; and (ii) it has full power and

authority to vote on and consent to all matters concerning such Affected Claim and to otherwise perform its obligations hereunder in respect of such Affected Claim.

# ARTICLE 2 COVENANTS

### 2.1 Support for the Plan

- (1) So long as this Agreement shall remain in effect, and subject to the other terms and conditions of this Agreement, the Consenting Creditor agrees for itself and on behalf of the accounts within its control:
  - (a) cooperate with the BDO Canada Limited (the "Monitor") and the Petitioners in good faith to support the restructuring of the Petitioners in the manner contemplated by this Agreement and the Plan;
  - support the Plan and use its commercially reasonable efforts upon the reasonable requests of the Monitor or the Petitioners to facilitate the approval, sanction and implementation of the Plan at the earliest practicable date;
  - (c) not pursue, propose, support or encourage the pursuit, proposal or support of any other restructuring or plan in respect of the Petitioners other than pursuant to the Plan (to the extent the Plan continues to apply to the Petitioners);
  - refrain from doing anything or taking any action that would frustrate the purposes and intent of this Agreement and the restructuring contemplated by the Plan, including without limitation refraining from opposing any motions brought by the Monitor or the Petitioners in support of the Plan and the restructuring contemplated by the Plan, or bringing any motions, or supporting any motions brought by third parties, seeking relief that is not consistent with this Agreement and the restructuring contemplated by the Plan;
  - (e) promptly, upon receipt thereof, irrevocably submit its completed Form of Proxy to BDO Canada Limited, in its capacity as Monitor, designating Matti Lemmens, of the law firm Borden Ladner Gervais LLP, as nominee of the Consenting Creditor with power of substitution to:
    - (i) attend on behalf of and act for the Consenting Creditor at the Creditors' Meeting to be held in connection with the Plan, and at any adjournments thereof;
    - (ii) irrevocably vote the full amount of the Consenting Creditor's Affected Claim for approval of the Plan; and
  - (f) not sell, transfer, assign or permit the sale, transfer or assignment of, any of its Affected Claim, unless the transferee thereof agrees in writing for the benefit of the Parties hereto to be bound by this Agreement and the Plan and executes and delivers to the Parties a counterpart signature page of this Agreement. Any sale, transfer or assignment of an Affected Claim by a Consenting Creditor not in compliance with the requirements of this Article shall be void *ab initio*.

# ARTICLE 3 TERMINATION

### 3.1 Termination of this Agreement

This Agreement and the obligations of the Parties hereunder shall terminate upon the earliest to occur of (such earliest date being the "Expiry Date"): (a) written notice by a Party to the other Parties that (i) any court (including the Court of Queen's Bench of Alberta (the "Court")) has declared, in a final order not subject to appeal, this Agreement to be unenforceable; or (ii) the Plan is not approved following a vote by the necessary amount of creditors required under the CCAA or, if so approved, is not sanctioned by the Court and all appeals of such order have been exhausted; (b) implementation of the Plan; or (c) June 30, 2021.

# ARTICLE 4 MISCELLANEOUS

### 4.1 Consideration

It is hereby acknowledged by the Parties hereto that no consideration shall be due or paid to the Consenting Creditor for its agreement to vote to accept the Plan in accordance with the terms and conditions of this Agreement, other than the Petitioners' commitment to use commercially reasonable efforts to obtain approval of the Plan by the requisite majorities of holders of Affected Claims and the Court in accordance with the terms and conditions of this Agreement.

### 4.2 Amendments, Waivers and Assignments

Any provision in this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by each of the Parties hereto, or in the case of a waiver, by the Party against whom the waiver is to be effective. No assignment of this Agreement or any provision hereof is effective without the prior written consent of the other Parties.

### 4.3 No Third Party Beneficiaries

This Agreement is solely for the benefit of the Parties and their respective heirs, executors, administrators, other legal representatives, successors and permitted assigns, and this Agreement will not be deemed to confer upon or give to any other person, entity or party any remedy, claim, liability, reimbursement, cause of action or other right.

### 4.4 Severability

If any term or other provision of this Agreement is found by a court of competent jurisdiction in the Province of Alberta, including the Court, be invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement as necessary so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the terms of this Agreement remain as originally contemplated to the fullest extent possible.

### 4.5 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein.

### 4.6 Headings

The headings of the sections, paragraphs and subsections of this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement.

### 4.7 Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same Agreement. Executed copies of this Agreement may be delivered by facsimile or email.

[Signature Page Follows]

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed and delivered by its duly authorized officer as of the date first written above.

CALGARY OIL & GAS SYNDICATE GROUP LTD.
ON ITS OWN BEHALF AND ON BEHALF OF
CALGARY OIL AND GAS INTERCONTINENTAL
GROUP LTD., CALGARY OIL AND SYNDICATE
PARTNERS LTD. AND PETROWORLD ENERGY
LTD. AND T5 SC OIL AND GAS LIMITED
PARTNERSHIP

Per:			
	Name: Title:		,

INTERRA ENERGY SERVICES LTD.

Per:

Name: Roy Shaw Title: Controller

#### SCHEDULE "A"

#### STRICTLY CONFIDENTIAL

### **ACKNOWLEDGEMENT OF AFFECTED CLAIM**

TO:

CALGARY OIL & GAS SYNDICATE GROUP LTD., CALGARY OIL AND GAS INTERCONTINENTAL GROUP LTD., CALGARY OIL AND SYNDICATE PARTNERS LTD. AND PETROWORLD ENERGY LTD. AND T5 SC OIL AND GAS LIMITED PARTNERSHIP

RE:

Acknowledgment of Holdings of Affected Claim

**WHEREAS** the undersigned has entered into the Plan Support Agreement as of the date hereof regarding the principal terms of the restructuring of the Affected Claim pursuant to the Plan (the "Plan Support Agreement");

**WHEREAS** capitalized terms used herein but not defined have the meanings ascribed to them in the Plan Support Agreement;

**WHEREAS** the undersigned represents and warrants in the Plan Support Agreement that, as at the date of the Plan Support Agreement, it (or a client for which it has investment or voting authority) is a legal and beneficial holder of Affected Claim in the aggregate principal amount(s) set forth in an executed acknowledgment;

**NOW THEREFORE** pursuant to the Plan Support Agreement, the undersigned hereby acknowledges and confirms that, as at the date of the Plan Support Agreement, it (or a client for which it has investment or voting authority) is the holder of CDN \$48,790.40\_ aggregate principal amount of Affected Claim.

This Acknowledgement is delivered pursuant to the terms and conditions of the Plan Support Agreement and is hereby incorporated into and made subject to the terms of the Support Agreement.

Name of Consenting Creditor:

Interra Energy Services Ltd.

Dated:

\_April 20, 2021.

Per:

Name: Roy Shaw Title: Controller

I have the authority to bind the party named herein.

### PLAN SUPPORT AGREEMENT

THIS AGREEMENT is made as of April 20, 2021.

#### RECITALS

WHEREAS Calgary Oil & Gas Syndicate Group Ltd. ("COGL"), Calgary Oil and Gas Intercontinental Group Ltd., Calgary Oil and Syndicate Partners Ltd. and Petroworld Energy Ltd. and T5 SC Oil and Gas Limited Partnership (collectively, the "Petitioners") intend to propose a Plan of Reorganization and Compromise (the "Plan") pursuant to the Companies' Creditors Arrangement Act (the "CCAA" and the "CCAA Proceedings").

WHEREAS the Plan will be submitted, with the exception of holders of claims that fall under Section 5.1(2) of the CCAA and Crown Capital LP Partner Funding Inc., to the holders (the "Affected Creditors") of claims ("Affected Claims") for voting purposes at a meeting of the Affected Creditors (the "Creditors' Meeting") to be held in accordance with the Plan.

WHEREAS COGL and Spartan Delta Corp., a publicly traded company listed on the facilities of the TSX Venture Exchange, will be entering into a definitive agreement providing for a \$37,500,000 equity investment into COGL, which investment, in accordance with the Plan, is expected to result in recovery to the Affected Creditor of 65 to 70% of the value of the Affected Claim.

**WHEREAS** this support agreement (the "Agreement") confirms the support of the undersigned Holder of an Affected Claim (the "Consenting Creditor"), on the terms and conditions set out herein, for the Plan.

**WHEREAS**, the Consenting Creditor and the Petitioners are collectively referred to herein as the "Parties", and each of them as a "Party".

**NOW THEREFORE**, in consideration for the covenants and agreements set forth herein, and for other good and valuable consideration, the receipt of which are hereby acknowledged, the Parties hereby agree as follows.

# ARTICLE 1 REPRESENTATIONS AND WARRANTIES

### 1.1 Mutual Representations and Warranties

Each Party represents and warrants to and in favour of the other Parties that this Agreement has been duly executed and delivered by it and constitutes a valid and binding obligation of such Party enforceable against it in accordance with its terms, subject to bankruptcy, insolvency and other laws affecting the enforcement of creditors' rights generally.

## 1.2 Additional Representations and Warranties of the Consenting Creditor

The Consenting Creditor further represents and warrants to and in favour of the Petitioners that (i) it is either the legal and beneficial owner of, or has investment or voting discretion with respect to, the principal amount of the Affected Claim set forth in the confidential "Acknowledgement of Affected Claim" executed by such Consenting Creditor as at the date of this Agreement, the form of which is attached as <u>Schedule "A"</u>; and (ii) it has full power and

authority to vote on and consent to all matters concerning such Affected Claim and to otherwise perform its obligations hereunder in respect of such Affected Claim.

# ARTICLE 2 COVENANTS

### 2.1 Support for the Plan

- (1) So long as this Agreement shall remain in effect, and subject to the other terms and conditions of this Agreement, the Consenting Creditor agrees for itself and on behalf of the accounts within its control:
  - (a) cooperate with the BDO Canada Limited (the "Monitor") and the Petitioners in good faith to support the restructuring of the Petitioners in the manner contemplated by this Agreement and the Plan;
  - (b) support the Plan and use its commercially reasonable efforts upon the reasonable requests of the Monitor or the Petitioners to facilitate the approval, sanction and implementation of the Plan at the earliest practicable date;
  - (c) not pursue, propose, support or encourage the pursuit, proposal or support of any other restructuring or plan in respect of the Petitioners other than pursuant to the Plan (to the extent the Plan continues to apply to the Petitioners);
  - (d) refrain from doing anything or taking any action that would frustrate the purposes and intent of this Agreement and the restructuring contemplated by the Plan, including without limitation refraining from opposing any motions brought by the Monitor or the Petitioners in support of the Plan and the restructuring contemplated by the Plan, or bringing any motions, or supporting any motions brought by third parties, seeking relief that is not consistent with this Agreement and the restructuring contemplated by the Plan;
  - (e) promptly, upon receipt thereof, irrevocably submit its completed Form of Proxy to BDO Canada Limited, in its capacity as Monitor, designating Matti Lemmens, of the law firm Borden Ladner Gervais LLP, as nominee of the Consenting Creditor with power of substitution to:
    - (i) attend on behalf of and act for the Consenting Creditor at the Creditors' Meeting to be held in connection with the Plan, and at any adjournments thereof;
    - (ii) irrevocably vote the full amount of the Consenting Creditor's Affected Claim for approval of the Plan; and
  - (f) not sell, transfer, assign or permit the sale, transfer or assignment of, any of its Affected Claim, unless the transferee thereof agrees in writing for the benefit of the Parties hereto to be bound by this Agreement and the Plan and executes and delivers to the Parties a counterpart signature page of this Agreement. Any sale, transfer or assignment of an Affected Claim by a Consenting Creditor not in compliance with the requirements of this Article shall be void *ab initio*.

## ARTICLE 3 TERMINATION

### 3.1 Termination of this Agreement

This Agreement and the obligations of the Parties hereunder shall terminate upon the earliest to occur of (such earliest date being the "Expiry Date"): (a) written notice by a Party to the other Parties that (i) any court (including the Court of Queen's Bench of Alberta (the "Court")) has declared, in a final order not subject to appeal, this Agreement to be unenforceable; or (ii) the Plan is not approved following a vote by the necessary amount of creditors required under the CCAA or, if so approved, is not sanctioned by the Court and all appeals of such order have been exhausted; (b) implementation of the Plan; or (c) June 30, 2021.

# ARTICLE 4 MISCELLANEOUS

#### 4.1 Consideration

It is hereby acknowledged by the Parties hereto that no consideration shall be due or paid to the Consenting Creditor for its agreement to vote to accept the Plan in accordance with the terms and conditions of this Agreement, other than the Petitioners' commitment to use commercially reasonable efforts to obtain approval of the Plan by the requisite majorities of holders of Affected Claims and the Court in accordance with the terms and conditions of this Agreement.

### 4.2 Amendments, Waivers and Assignments

Any provision in this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by each of the Parties hereto, or in the case of a waiver, by the Party against whom the waiver is to be effective. No assignment of this Agreement or any provision hereof is effective without the prior written consent of the other Parties.

### 4.3 No Third Party Beneficiaries

This Agreement is solely for the benefit of the Parties and their respective heirs, executors, administrators, other legal representatives, successors and permitted assigns, and this Agreement will not be deemed to confer upon or give to any other person, entity or party any remedy, claim, liability, reimbursement, cause of action or other right.

### 4.4 Severability

If any term or other provision of this Agreement is found by a court of competent jurisdiction in the Province of Alberta, including the Court, be invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement as necessary so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the terms of this Agreement remain as originally contemplated to the fullest extent possible.

### 4.5 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein.

### 4.6 Headings

The headings of the sections, paragraphs and subsections of this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement.

### 4.7 Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same Agreement. Executed copies of this Agreement may be delivered by facsimile or email.

[Signature Page Follows]

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed and delivered by its duly authorized officer as of the date first written above.

CALGARY OIL & GAS SYNDICATE GROUP LTD.
ON ITS OWN BEHALF AND ON BEHALF OF
CALGARY OIL AND GAS INTERCONTINENTAL
GROUP LTD., CALGARY OIL AND SYNDICATE
PARTNERS LTD. AND PETROWORLD ENERGY
LTD. AND T5 SC OIL AND GAS LIMITED
PARTNERSHIP

Per:				
	Name: Title:			

Isolation Equipment Services Inc.

Per:

Name: Boris (Bruce) P. Cherewyk

Title: President CEO

#### SCHEDULE "A"

### STRICTLY CONFIDENTIAL

### **ACKNOWLEDGEMENT OF AFFECTED CLAIM**

TO:

CALGARY OIL & GAS SYNDICATE GROUP LTD., CALGARY OIL AND GAS INTERCONTINENTAL GROUP LTD., CALGARY OIL AND SYNDICATE PARTNERS LTD. AND PETROWORLD ENERGY LTD. AND T5 SC OIL AND GAS LIMITED PARTNERSHIP

RE:

Acknowledgment of Holdings of Affected Claim

WHEREAS the undersigned has entered into the Plan Support Agreement as of the date hereof regarding the principal terms of the restructuring of the Affected Claim pursuant to the Plan (the "Plan Support Agreement");

**WHEREAS** capitalized terms used herein but not defined have the meanings ascribed to them in the Plan Support Agreement;

WHEREAS the undersigned represents and warrants in the Plan Support Agreement that, as at the date of the Plan Support Agreement, it (or a client for which it has investment or voting authority) is a legal and beneficial holder of Affected Claim in the aggregate principal amount(s) set forth in an executed acknowledgment;

**NOW THEREFORE** pursuant to the Plan Support Agreement, the undersigned hereby acknowledges and confirms that, as at the date of the Plan Support Agreement, it (or a client for which it has investment or voting authority) is the holder of CDN\$ 163,713.80 aggregate principal amount of Affected Claim.

This Acknowledgement is delivered pursuant to the terms and conditions of the Plan Support Agreement and is hereby incorporated into and made subject to the terms of the Support Agreement.

**Name of Consenting Creditor** 

Isolation Equipment Services Inc.

Dated: April 20 , 2021.

Name: Boris P Cherewyk

Title: President CEO

I have the authority to bind the party named herein.

### PLAN SUPPORT AGREEMENT

THIS AGREEMENT is made as of April 20, 2021.

#### **RECITALS**

WHEREAS Calgary Oil & Gas Syndicate Group Ltd. ("COGL"), Calgary Oil and Gas Intercontinental Group Ltd., Calgary Oil and Syndicate Partners Ltd. and Petroworld Energy Ltd. and T5 SC Oil and Gas Limited Partnership (collectively, the "Petitioners") intend to propose a Plan of Reorganization and Compromise (the "Plan") pursuant to the Companies' Creditors Arrangement Act (the "CCAA" and the "CCAA Proceedings").

WHEREAS the Plan will be submitted, with the exception of holders of claims that fall under Section 5.1(2) of the CCAA and Crown Capital LP Partner Funding Inc., to the holders (the "Affected Creditors") of claims ("Affected Claims") for voting purposes at a meeting of the Affected Creditors (the "Creditors' Meeting") to be held in accordance with the Plan.

WHEREAS COGL and Spartan Delta Corp., a publicly traded company listed on the facilities of the TSX Venture Exchange, will be entering into a definitive agreement providing for a \$37,500,000 equity investment into COGL, which investment, in accordance with the Plan, is expected to result in recovery to the Affected Creditor of 65 to 70% of the value of the Affected Claim.

**WHEREAS** this support agreement (the "Agreement") confirms the support of the undersigned Holder of an Affected Claim (the "Consenting Creditor"), on the terms and conditions set out herein, for the Plan.

**WHEREAS**, the Consenting Creditor and the Petitioners are collectively referred to herein as the "Parties", and each of them as a "Party".

**NOW THEREFORE**, in consideration for the covenants and agreements set forth herein, and for other good and valuable consideration, the receipt of which are hereby acknowledged, the Parties hereby agree as follows.

# ARTICLE 1 REPRESENTATIONS AND WARRANTIES

## 1.1 Mutual Representations and Warranties

Each Party represents and warrants to and in favour of the other Parties that this Agreement has been duly executed and delivered by it and constitutes a valid and binding obligation of such Party enforceable against it in accordance with its terms, subject to bankruptcy, insolvency and other laws affecting the enforcement of creditors' rights generally.

## 1.2 Additional Representations and Warranties of the Consenting Creditor

The Consenting Creditor further represents and warrants to and in favour of the Petitioners that (i) it is either the legal and beneficial owner of, or has investment or voting discretion with respect to, the principal amount of the Affected Claim set forth in the confidential "Acknowledgement of Affected Claim" executed by such Consenting Creditor as at the date of this Agreement, the form of which is attached as <u>Schedule "A"</u>; and (ii) it has full power and

authority to vote on and consent to all matters concerning such Affected Claim and to otherwise perform its obligations hereunder in respect of such Affected Claim.

## ARTICLE 2 COVENANTS

### 2.1 Support for the Plan

- (1) So long as this Agreement shall remain in effect, and subject to the other terms and conditions of this Agreement, the Consenting Creditor agrees for itself and on behalf of the accounts within its control:
  - (a) cooperate with the BDO Canada Limited (the "Monitor") and the Petitioners in good faith to support the restructuring of the Petitioners in the manner contemplated by this Agreement and the Plan;
  - (b) support the Plan and use its commercially reasonable efforts upon the reasonable requests of the Monitor or the Petitioners to facilitate the approval, sanction and implementation of the Plan at the earliest practicable date;
  - (c) not pursue, propose, support or encourage the pursuit, proposal or support of any other restructuring or plan in respect of the Petitioners other than pursuant to the Plan (to the extent the Plan continues to apply to the Petitioners);
  - refrain from doing anything or taking any action that would frustrate the purposes and intent of this Agreement and the restructuring contemplated by the Plan, including without limitation refraining from opposing any motions brought by the Monitor or the Petitioners in support of the Plan and the restructuring contemplated by the Plan, or bringing any motions, or supporting any motions brought by third parties, seeking relief that is not consistent with this Agreement and the restructuring contemplated by the Plan;
  - (e) promptly, upon receipt thereof, irrevocably submit its completed Form of Proxy to BDO Canada Limited, in its capacity as Monitor, designating Matti Lemmens, of the law firm Borden Ladner Gervais LLP, as nominee of the Consenting Creditor with power of substitution to:
    - (i) attend on behalf of and act for the Consenting Creditor at the Creditors' Meeting to be held in connection with the Plan, and at any adjournments thereof:
    - (ii) irrevocably vote the full amount of the Consenting Creditor's Affected Claim for approval of the Plan; and
  - (f) not sell, transfer, assign or permit the sale, transfer or assignment of, any of its Affected Claim, unless the transferee thereof agrees in writing for the benefit of the Parties hereto to be bound by this Agreement and the Plan and executes and delivers to the Parties a counterpart signature page of this Agreement. Any sale, transfer or assignment of an Affected Claim by a Consenting Creditor not in compliance with the requirements of this Article shall be void *ab initio*.

## ARTICLE 3 TERMINATION

## 3.1 Termination of this Agreement

This Agreement and the obligations of the Parties hereunder shall terminate upon the earliest to occur of (such earliest date being the "Expiry Date"): (a) written notice by a Party to the other Parties that (i) any court (including the Court of Queen's Bench of Alberta (the "Court")) has declared, in a final order not subject to appeal, this Agreement to be unenforceable; or (ii) the Plan is not approved following a vote by the necessary amount of creditors required under the CCAA or, if so approved, is not sanctioned by the Court and all appeals of such order have been exhausted; (b) implementation of the Plan; or (c) June 30, 2021.

# ARTICLE 4 MISCELLANEOUS

#### 4.1 Consideration

It is hereby acknowledged by the Parties hereto that no consideration shall be due or paid to the Consenting Creditor for its agreement to vote to accept the Plan in accordance with the terms and conditions of this Agreement, other than the Petitioners' commitment to use commercially reasonable efforts to obtain approval of the Plan by the requisite majorities of holders of Affected Claims and the Court in accordance with the terms and conditions of this Agreement.

## 4.2 Amendments, Waivers and Assignments

Any provision in this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by each of the Parties hereto, or in the case of a waiver, by the Party against whom the waiver is to be effective. No assignment of this Agreement or any provision hereof is effective without the prior written consent of the other Parties.

#### 4.3 No Third Party Beneficiaries

This Agreement is solely for the benefit of the Parties and their respective heirs, executors, administrators, other legal representatives, successors and permitted assigns, and this Agreement will not be deemed to confer upon or give to any other person, entity or party any remedy, claim, liability, reimbursement, cause of action or other right.

#### 4.4 Severability

If any term or other provision of this Agreement is found by a court of competent jurisdiction in the Province of Alberta, including the Court, be invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement as necessary so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the terms of this Agreement remain as originally contemplated to the fullest extent possible.

### **4.5** Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein.

## 4.6 Headings

The headings of the sections, paragraphs and subsections of this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement.

## 4.7 Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same Agreement. Executed copies of this Agreement may be delivered by facsimile or email.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered by its duly authorized officer as of the date first written above.

> CALGARY OIL & GAS SYNDICATE GROUP LTD. ON ITS OWN BEHALF AND ON BEHALF OF CALGARY OIL AND GAS INTERCONTINENTAL GROUP LTD., CALGARY OIL AND SYNDICATE PARTNERS LTD. AND PETROWORLD ENERGY LTD. AND T5 SC OIL AND GAS LIMITED **PARTNERSHIP**

Per:				
	Name:		-	
*	Title:			

Karibu Industries Utd.
[INSERT NAME OF CREDITOR]

Per:

Name: Teri Class Title:

#### SCHEDULE "A"

## STRICTLY CONFIDENTIAL

#### **ACKNOWLEDGEMENT OF AFFECTED CLAIM**

TO:

CALGARY OIL & GAS SYNDICATE GROUP LTD., CALGARY OIL AND GAS INTERCONTINENTAL GROUP LTD., CALGARY OIL AND SYNDICATE PARTNERS LTD. AND PETROWORLD ENERGY LTD. AND T5 SC OIL AND GAS LIMITED PARTNERSHIP

RE:

Acknowledgment of Holdings of Affected Claim

WHEREAS the undersigned has entered into the Plan Support Agreement as of the date hereof regarding the principal terms of the restructuring of the Affected Claim pursuant to the Plan (the "Plan Support Agreement");

**WHEREAS** capitalized terms used herein but not defined have the meanings ascribed to them in the Plan Support Agreement;

WHEREAS the undersigned represents and warrants in the Plan Support Agreement that, as at the date of the Plan Support Agreement, it (or a client for which it has investment or voting authority) is a legal and beneficial holder of Affected Claim in the aggregate principal amount(s) set forth in an executed acknowledgment;

NOW THEREFORE pursuant to the Plan Support Agreement, the undersigned hereby acknowledges and confirms that, as at the date of the Plan Support Agreement, it (or a client for which it has investment or voting authority) is the holder of CDN\$ 38,460 aggregate principal amount of Affected Claim.

This Acknowledgement is delivered pursuant to the terms and conditions of the Plan Support Agreement and is hereby incorporated into and made subject to the terms of the Support Agreement.

Name of Consenting Creditor:

Dated: April 20.

Per:

Title:

I have the authority to bind the party named herein.

Karibu Industries L

Karibu Industries Ltd.

Box 59 Stauffer, AB T0M 1W0

## Statement

Date

8/31/2020

Invoice To

Triple Five Intercontinental Group Suite 3600, 700 - 2nd St SW Calgary AB T2P 2W3

Amount Due

\$38,463.60

Date		Description			Balance
01/23/2020 01/27/2020 01/30/2020 02/04/2020 02/05/2020 02/06/2020 02/07/2020 02/20/2020 03/09/2020 07/07/2020 07/31/2020	INV #9024. Orig. Am INV #9027. Orig. Am INV #9033. Orig. Am INV #9035. Orig. Am INV #9036. Orig. Am INV #9037. Orig. Am INV #9056. Orig. Am INV #9082. Orig. Am INV #9171. Orig. Am	#9021. Orig. Amount \$3,285.45. #9024. Orig. Amount \$1,676.85. #9027. Orig. Amount \$2,520.00. #9033. Orig. Amount \$6,442.80. #9036. Orig. Amount \$1,975.05. #9037. Orig. Amount \$1,975.05. #9082. Orig. Amount \$13,255.20. #9171. Orig. Amount \$1,653.75. #9194. Orig. Amount \$1,370.25,			3,285.45 4,962.30 7,482.30 9,054.15 15,496.95 17,472.00 19,447.05 22,184.40 35,439.60 37,093.35 38,463.60
				e	
Current	1-30 Days Past Due	31-60 Days Past Due	61-90 Days Past Due	Over 90 Days Past Due	Amount Due
0.00	3,024.00	0.00	0.00	35,439.60	\$38,463.60

Phone # (403) 746-2920

PER: d Clay Teri Clay Director

April 20,2021

#### PLAN SUPPORT AGREEMENT

THIS AGREEMENT is made as of April 20, 2021.

#### RECITALS

WHEREAS Calgary Oil & Gas Syndicate Group Ltd. ("COGL"), Calgary Oil and Gas Intercontinental Group Ltd., Calgary Oil and Syndicate Partners Ltd. and Petroworld Energy Ltd. and T5 SC Oil and Gas Limited Partnership (collectively, the "Petitioners") intend to propose a Plan of Reorganization and Compromise (the "Plan") pursuant to the Companies' Creditors Arrangement Act (the "CCAA" and the "CCAA Proceedings").

WHEREAS the Plan will be submitted, with the exception of holders of claims that fall under Section 5.1(2) of the CCAA and Crown Capital LP Partner Funding Inc., to the holders (the "Affected Creditors") of claims ("Affected Claims") for voting purposes at a meeting of the Affected Creditors (the "Creditors' Meeting") to be held in accordance with the Plan.

WHEREAS COGL and Spartan Delta Corp., a publicly traded company listed on the facilities of the TSX Venture Exchange, will be entering into a definitive agreement providing for a \$37,500,000 equity investment into COGL, which investment, in accordance with the Plan, is expected to result in recovery to the Affected Creditor of 65 to 70% of the value of the Affected Claim.

**WHEREAS** this support agreement (the "**Agreement**") confirms the support of the undersigned Holder of an Affected Claim (the "**Consenting Creditor**"), on the terms and conditions set out herein, for the Plan.

**WHEREAS**, the Consenting Creditor and the Petitioners are collectively referred to herein as the "Parties", and each of them as a "Party".

**NOW THEREFORE**, in consideration for the covenants and agreements set forth herein, and for other good and valuable consideration, the receipt of which are hereby acknowledged, the Parties hereby agree as follows.

# ARTICLE 1 REPRESENTATIONS AND WARRANTIES

#### 1.1 Mutual Representations and Warranties

Each Party represents and warrants to and in favour of the other Parties that this Agreement has been duly executed and delivered by it and constitutes a valid and binding obligation of such Party enforceable against it in accordance with its terms, subject to bankruptcy, insolvency and other laws affecting the enforcement of creditors' rights generally.

## 1.2 Additional Representations and Warranties of the Consenting Creditor

The Consenting Creditor further represents and warrants to and in favour of the Petitioners that (i) it is either the legal and beneficial owner of, or has investment or voting discretion with respect to, the principal amount of the Affected Claim set forth in the confidential "Acknowledgement of Affected Claim" executed by such Consenting Creditor as at the date of this Agreement, the form of which is attached as <u>Schedule "A"</u>; and (ii) it has full power and

authority to vote on and consent to all matters concerning such Affected Claim and to otherwise perform its obligations hereunder in respect of such Affected Claim.

# ARTICLE 2 COVENANTS

#### 2.1 Support for the Plan

- (1) So long as this Agreement shall remain in effect, and subject to the other terms and conditions of this Agreement, the Consenting Creditor agrees for itself and on behalf of the accounts within its control:
  - (a) cooperate with the BDO Canada Limited (the "Monitor") and the Petitioners in good faith to support the restructuring of the Petitioners in the manner contemplated by this Agreement and the Plan;
  - (b) support the Plan and use its commercially reasonable efforts upon the reasonable requests of the Monitor or the Petitioners to facilitate the approval, sanction and implementation of the Plan at the earliest practicable date;
  - (c) not pursue, propose, support or encourage the pursuit, proposal or support of any other restructuring or plan in respect of the Petitioners other than pursuant to the Plan (to the extent the Plan continues to apply to the Petitioners);
  - refrain from doing anything or taking any action that would frustrate the purposes and intent of this Agreement and the restructuring contemplated by the Plan, including without limitation refraining from opposing any motions brought by the Monitor or the Petitioners in support of the Plan and the restructuring contemplated by the Plan, or bringing any motions, or supporting any motions brought by third parties, seeking relief that is not consistent with this Agreement and the restructuring contemplated by the Plan;
  - (e) promptly, upon receipt thereof, irrevocably submit its completed Form of Proxy to BDO Canada Limited, in its capacity as Monitor, designating Matti Lemmens, of the law firm Borden Ladner Gervais LLP, as nominee of the Consenting Creditor with power of substitution to:
    - (i) attend on behalf of and act for the Consenting Creditor at the Creditors' Meeting to be held in connection with the Plan, and at any adjournments thereof:
    - (ii) irrevocably vote the full amount of the Consenting Creditor's Affected Claim for approval of the Plan; and
  - (f) not sell, transfer, assign or permit the sale, transfer or assignment of, any of its Affected Claim, unless the transferee thereof agrees in writing for the benefit of the Parties hereto to be bound by this Agreement and the Plan and executes and delivers to the Parties a counterpart signature page of this Agreement. Any sale, transfer or assignment of an Affected Claim by a Consenting Creditor not in compliance with the requirements of this Article shall be void *ab initio*.

## ARTICLE 3 TERMINATION

#### 3.1 Termination of this Agreement

This Agreement and the obligations of the Parties hereunder shall terminate upon the earliest to occur of (such earliest date being the "Expiry Date"): (a) written notice by a Party to the other Parties that (i) any court (including the Court of Queen's Bench of Alberta (the "Court")) has declared, in a final order not subject to appeal, this Agreement to be unenforceable; or (ii) the Plan is not approved following a vote by the necessary amount of creditors required under the CCAA or, if so approved, is not sanctioned by the Court and all appeals of such order have been exhausted; (b) implementation of the Plan; or (c) June 30, 2021.

## ARTICLE 4 MISCELLANEOUS

#### 4.1 Consideration

It is hereby acknowledged by the Parties hereto that no consideration shall be due or paid to the Consenting Creditor for its agreement to vote to accept the Plan in accordance with the terms and conditions of this Agreement, other than the Petitioners' commitment to use commercially reasonable efforts to obtain approval of the Plan by the requisite majorities of holders of Affected Claims and the Court in accordance with the terms and conditions of this Agreement.

### 4.2 Amendments, Waivers and Assignments

Any provision in this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by each of the Parties hereto, or in the case of a waiver, by the Party against whom the waiver is to be effective. No assignment of this Agreement or any provision hereof is effective without the prior written consent of the other Parties.

#### 4.3 No Third Party Beneficiaries

This Agreement is solely for the benefit of the Parties and their respective heirs, executors, administrators, other legal representatives, successors and permitted assigns, and this Agreement will not be deemed to confer upon or give to any other person, entity or party any remedy, claim, liability, reimbursement, cause of action or other right.

#### 4.4 Severability

If any term or other provision of this Agreement is found by a court of competent jurisdiction in the Province of Alberta, including the Court, be invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement as necessary so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the terms of this Agreement remain as originally contemplated to the fullest extent possible.

## 4.5 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein.

### 4.6 Headings

The headings of the sections, paragraphs and subsections of this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement.

#### 4.7 Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same Agreement. Executed copies of this Agreement may be delivered by facsimile or email.

[Signature Page Follows]

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed and delivered by its duly authorized officer as of the date first written above.

CALGARY OIL & GAS SYNDICATE GROUP LTD.
ON ITS OWN BEHALF AND ON BEHALF OF
CALGARY OIL AND GAS INTERCONTINENTAL
GROUP LTD., CALGARY OIL AND SYNDICATE
PARTNERS LTD. AND PETROWORLD ENERGY
LTD. AND T5 SC OIL AND GAS LIMITED
PARTNERSHIP

Per:		
	Name: Fitle:	

KATCH KAN LIMITED

Per:

Name: Quinn Holtby

Title: Founder, President & CEO

#### SCHEDULE "A"

### STRICTLY CONFIDENTIAL

#### **ACKNOWLEDGEMENT OF AFFECTED CLAIM**

TO:

CALGARY OIL & GAS SYNDICATE GROUP LTD., CALGARY OIL AND GAS INTERCONTINENTAL GROUP LTD., CALGARY OIL AND SYNDICATE PARTNERS LTD. AND PETROWORLD ENERGY LTD. AND T5 SC OIL AND

GAS LIMITED PARTNERSHIP

RE:

Acknowledgment of Holdings of Affected Claim

**WHEREAS** the undersigned has entered into the Plan Support Agreement as of the date hereof regarding the principal terms of the restructuring of the Affected Claim pursuant to the Plan (the "Plan Support Agreement");

**WHEREAS** capitalized terms used herein but not defined have the meanings ascribed to them in the Plan Support Agreement;

**WHEREAS** the undersigned represents and warrants in the Plan Support Agreement that, as at the date of the Plan Support Agreement, it (or a client for which it has investment or voting authority) is a legal and beneficial holder of Affected Claim in the aggregate principal amount(s) set forth in an executed acknowledgment;

**NOW THEREFORE** pursuant to the Plan Support Agreement, the undersigned hereby acknowledges and confirms that, as at the date of the Plan Support Agreement, it (or a client for which it has investment or voting authority) is the holder of CDN\$8,006.25 aggregate principal amount of Affected Claim.

This Acknowledgement is delivered pursuant to the terms and conditions of the Plan Support Agreement and is hereby incorporated into and made subject to the terms of the Support Agreement.

Name of Consenting Creditor: KATCH KAN LIMITED

Dated: April 20, 2021.

\_\_\_\_

Per:

Name: Quinn Holtby

Title: Founder, President & CEO

I have the authority to bind the party named herein.

#### **PLAN SUPPORT AGREEMENT**

THIS AGREEMENT is made as of April 20, 2021.

#### **RECITALS**

WHEREAS Calgary Oil & Gas Syndicate Group Ltd. ("COGL"), Calgary Oil and Gas Intercontinental Group Ltd., Calgary Oil and Syndicate Partners Ltd. and Petroworld Energy Ltd. and T5 SC Oil and Gas Limited Partnership (collectively, the "Petitioners") intend to propose a Plan of Reorganization and Compromise (the "Plan") pursuant to the Companies' Creditors Arrangement Act (the "CCAA" and the "CCAA Proceedings").

WHEREAS the Plan will be submitted, with the exception of holders of claims that fall under Section 5.1(2) of the CCAA and Crown Capital LP Partner Funding Inc., to the holders (the "Affected Creditors") of claims ("Affected Claims") for voting purposes at a meeting of the Affected Creditors (the "Creditors' Meeting") to be held in accordance with the Plan.

WHEREAS COGL and Spartan Delta Corp., a publicly traded company listed on the facilities of the TSX Venture Exchange, will be entering into a definitive agreement providing for a \$37,500,000 equity investment into COGL, which investment, in accordance with the Plan, is expected to result in recovery to the Affected Creditor of 65 to 70% of the value of the Affected Claim.

**WHEREAS** this support agreement (the "Agreement") confirms the support of the undersigned Holder of an Affected Claim (the "Consenting Creditor"), on the terms and conditions set out herein, for the Plan.

**WHEREAS**, the Consenting Creditor and the Petitioners are collectively referred to herein as the "Parties", and each of them as a "Party".

**NOW THEREFORE**, in consideration for the covenants and agreements set forth herein, and for other good and valuable consideration, the receipt of which are hereby acknowledged, the Parties hereby agree as follows.

# ARTICLE 1 REPRESENTATIONS AND WARRANTIES

### 1.1 Mutual Representations and Warranties

Each Party represents and warrants to and in favour of the other Parties that this Agreement has been duly executed and delivered by it and constitutes a valid and binding obligation of such Party enforceable against it in accordance with its terms, subject to bankruptcy, insolvency and other laws affecting the enforcement of creditors' rights generally.

## 1.2 Additional Representations and Warranties of the Consenting Creditor

The Consenting Creditor further represents and warrants to and in favour of the Petitioners that (i) it is either the legal and beneficial owner of, or has investment or voting discretion with respect to, the principal amount of the Affected Claim set forth in the confidential "Acknowledgement of Affected Claim" executed by such Consenting Creditor as at the date of this Agreement, the form of which is attached as <u>Schedule "A"</u>; and (ii) it has full power and

authority to vote on and consent to all matters concerning such Affected Claim and to otherwise perform its obligations hereunder in respect of such Affected Claim.

## ARTICLE 2 COVENANTS

## 2.1 Support for the Plan

- (1) So long as this Agreement shall remain in effect, and subject to the other terms and conditions of this Agreement, the Consenting Creditor agrees for itself and on behalf of the accounts within its control:
  - (a) cooperate with the BDO Canada Limited (the "Monitor") and the Petitioners in good faith to support the restructuring of the Petitioners in the manner contemplated by this Agreement and the Plan;
  - (b) support the Plan and use its commercially reasonable efforts upon the reasonable requests of the Monitor or the Petitioners to facilitate the approval, sanction and implementation of the Plan at the earliest practicable date;
  - (c) not pursue, propose, support or encourage the pursuit, proposal or support of any other restructuring or plan in respect of the Petitioners other than pursuant to the Plan (to the extent the Plan continues to apply to the Petitioners);
  - (d) refrain from doing anything or taking any action that would frustrate the purposes and intent of this Agreement and the restructuring contemplated by the Plan, including without limitation refraining from opposing any motions brought by the Monitor or the Petitioners in support of the Plan and the restructuring contemplated by the Plan, or bringing any motions, or supporting any motions brought by third parties, seeking relief that is not consistent with this Agreement and the restructuring contemplated by the Plan;
  - (e) promptly, upon receipt thereof, irrevocably submit its completed Form of Proxy to BDO Canada Limited, in its capacity as Monitor, designating Matti Lemmens, of the law firm Borden Ladner Gervais LLP, as nominee of the Consenting Creditor with power of substitution to:
    - (i) attend on behalf of and act for the Consenting Creditor at the Creditors' Meeting to be held in connection with the Plan, and at any adjournments thereof;
    - (ii) irrevocably vote the full amount of the Consenting Creditor's Affected Claim for approval of the Plan; and
  - (f) not sell, transfer, assign or permit the sale, transfer or assignment of, any of its Affected Claim, unless the transferee thereof agrees in writing for the benefit of the Parties hereto to be bound by this Agreement and the Plan and executes and delivers to the Parties a counterpart signature page of this Agreement. Any sale, transfer or assignment of an Affected Claim by a Consenting Creditor not in compliance with the requirements of this Article shall be void *ab initio*.

## ARTICLE 3 TERMINATION

#### 3.1 Termination of this Agreement

This Agreement and the obligations of the Parties hereunder shall terminate upon the earliest to occur of (such earliest date being the "Expiry Date"): (a) written notice by a Party to the other Parties that (i) any court (including the Court of Queen's Bench of Alberta (the "Court")) has declared, in a final order not subject to appeal, this Agreement to be unenforceable; or (ii) the Plan is not approved following a vote by the necessary amount of creditors required under the CCAA or, if so approved, is not sanctioned by the Court and all appeals of such order have been exhausted; (b) implementation of the Plan; or (c) June 30, 2021.

# ARTICLE 4 MISCELLANEOUS

#### 4.1 Consideration

It is hereby acknowledged by the Parties hereto that no consideration shall be due or paid to the Consenting Creditor for its agreement to vote to accept the Plan in accordance with the terms and conditions of this Agreement, other than the Petitioners' commitment to use commercially reasonable efforts to obtain approval of the Plan by the requisite majorities of holders of Affected Claims and the Court in accordance with the terms and conditions of this Agreement.

#### 4.2 Amendments, Waivers and Assignments

Any provision in this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by each of the Parties hereto, or in the case of a waiver, by the Party against whom the waiver is to be effective. No assignment of this Agreement or any provision hereof is effective without the prior written consent of the other Parties.

#### 4.3 No Third Party Beneficiaries

This Agreement is solely for the benefit of the Parties and their respective heirs, executors, administrators, other legal representatives, successors and permitted assigns, and this Agreement will not be deemed to confer upon or give to any other person, entity or party any remedy, claim, liability, reimbursement, cause of action or other right.

#### 4.4 Severability

If any term or other provision of this Agreement is found by a court of competent jurisdiction in the Province of Alberta, including the Court, be invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement as necessary so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the terms of this Agreement remain as originally contemplated to the fullest extent possible.

### 4.5 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein.

### 4.6 Headings

The headings of the sections, paragraphs and subsections of this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement.

#### 4.7 Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same Agreement. Executed copies of this Agreement may be delivered by facsimile or email.

[Signature Page Follows]

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed and delivered by its duly authorized officer as of the date first written above.

CALGARY OIL & GAS SYNDICATE GROUP LTD. ON ITS OWN BEHALF AND ON BEHALF OF CALGARY OIL AND GAS INTERCONTINENTAL GROUP LTD., CALGARY OIL AND SYNDICATE PARTNERS LTD. AND PETROWORLD ENERGY LTD. AND T5 SC OIL AND GAS LIMITED PARTNERSHIP

Per:			
	Name: Title:		

[INSERT NAME OF CREDITOR]

oer: ⊸

Name: HIRBUS RAS

Title: MANAGING EIRECTOR

#### **SCHEDULE "A"**

#### STRICTLY CONFIDENTIAL

#### **ACKNOWLEDGEMENT OF AFFECTED CLAIM**

TO:

CALGARY OIL & GAS SYNDICATE GROUP LTD., CALGARY OIL AND GAS INTERCONTINENTAL GROUP LTD., CALGARY OIL AND SYNDICATE PARTNERS LTD. AND PETROWORLD ENERGY LTD. AND T5 SC OIL AND GAS LIMITED PARTNERSHIP

07 to Emilia

RE:

Acknowledgment of Holdings of Affected Claim

WHEREAS the undersigned has entered into the Plan Support Agreement as of the date hereof regarding the principal terms of the restructuring of the Affected Claim pursuant to the Plan (the "Plan Support Agreement");

**WHEREAS** capitalized terms used herein but not defined have the meanings ascribed to them in the Plan Support Agreement;

WHEREAS the undersigned represents and warrants in the Plan Support Agreement that, as at the date of the Plan Support Agreement, it (or a client for which it has investment or voting authority) is a legal and beneficial holder of Affected Claim in the aggregate principal amount(s) set forth in an executed acknowledgment;

NOW THEREFORE pursuant to the Plan Support Agreement, the undersigned hereby acknowledges and confirms that, as at the date of the Plan Support Agreement, it (or a client for which it has investment or voting authority) is the holder of CDN\$ 3,93,24 aggregate principal amount of Affected Claim.

This Acknowledgement is delivered pursuant to the terms and conditions of the Plan Support Agreement and is hereby incorporated into and made subject to the terms of the Support Agreement.

Name of Consenting Creditor:

Dated: ARM 20 , 2021.

Name: HIRGON RAD

Title: MANAGING DIRECTOR

I have the authority to bind the party named herein.

#### PLAN SUPPORT AGREEMENT

THIS AGREEMENT is made as of April 20, 2021.

#### RECITALS

WHEREAS Calgary Oil & Gas Syndicate Group Ltd. ("COGL"), Calgary Oil and Gas Intercontinental Group Ltd., Calgary Oil and Syndicate Partners Ltd. and Petroworld Energy Ltd. and T5 SC Oil and Gas Limited Partnership (collectively, the "Petitioners") intend to propose a Plan of Reorganization and Compromise (the "Plan") pursuant to the Companies' Creditors Arrangement Act (the "CCAA" and the "CCAA Proceedings").

WHEREAS the Plan will be submitted, with the exception of holders of claims that fall under Section 5.1(2) of the CCAA and Crown Capital LP Partner Funding Inc., to the holders (the "Affected Creditors") of claims ("Affected Claims") for voting purposes at a meeting of the Affected Creditors (the "Creditors' Meeting") to be held in accordance with the Plan.

**WHEREAS** COGL and Spartan Delta Corp., a publicly traded company listed on the facilities of the TSX Venture Exchange, will be entering into a definitive agreement providing for a \$37,500,000 equity investment into COGL, which investment, in accordance with the Plan, is expected to result in recovery to the Affected Creditor of 65 to 70% of the value of the Affected Claim.

**WHEREAS** this support agreement (the "Agreement") confirms the support of the undersigned Holder of an Affected Claim (the "Consenting Creditor"), on the terms and conditions set out herein, for the Plan.

**WHEREAS**, the Consenting Creditor and the Petitioners are collectively referred to herein as the "Parties", and each of them as a "Party".

**NOW THEREFORE**, in consideration for the covenants and agreements set forth herein, and for other good and valuable consideration, the receipt of which are hereby acknowledged, the Parties hereby agree as follows.

## ARTICLE 1 REPRESENTATIONS AND WARRANTIES

### 1.1 Mutual Representations and Warranties

Each Party represents and warrants to and in favour of the other Parties that this Agreement has been duly executed and delivered by it and constitutes a valid and binding obligation of such Party enforceable against it in accordance with its terms, subject to bankruptcy, insolvency and other laws affecting the enforcement of creditors' rights generally.

## 1.2 Additional Representations and Warranties of the Consenting Creditor

The Consenting Creditor further represents and warrants to and in favour of the Petitioners that (i) it is either the legal and beneficial owner of, or has investment or voting discretion with respect to, the principal amount of the Affected Claim set forth in the confidential "Acknowledgement of Affected Claim" executed by such Consenting Creditor as at the date of this Agreement, the form of which is attached as <u>Schedule "A"</u>; and (ii) it has full power and

authority to vote on and consent to all matters concerning such Affected Claim and to otherwise perform its obligations hereunder in respect of such Affected Claim.

## ARTICLE 2 COVENANTS

### 2.1 Support for the Plan

- (1) So long as this Agreement shall remain in effect, and subject to the other terms and conditions of this Agreement, the Consenting Creditor agrees for itself and on behalf of the accounts within its control:
  - (a) cooperate with the BDO Canada Limited (the "**Monitor**") and the Petitioners in good faith to support the restructuring of the Petitioners in the manner contemplated by this Agreement and the Plan;
  - (b) support the Plan and use its commercially reasonable efforts upon the reasonable requests of the Monitor or the Petitioners to facilitate the approval, sanction and implementation of the Plan at the earliest practicable date;
  - (c) not pursue, propose, support or encourage the pursuit, proposal or support of any other restructuring or plan in respect of the Petitioners other than pursuant to the Plan (to the extent the Plan continues to apply to the Petitioners);
  - refrain from doing anything or taking any action that would frustrate the purposes and intent of this Agreement and the restructuring contemplated by the Plan, including without limitation refraining from opposing any motions brought by the Monitor or the Petitioners in support of the Plan and the restructuring contemplated by the Plan, or bringing any motions, or supporting any motions brought by third parties, seeking relief that is not consistent with this Agreement and the restructuring contemplated by the Plan;
  - (e) promptly, upon receipt thereof, irrevocably submit its completed Form of Proxy to BDO Canada Limited, in its capacity as Monitor, designating Matti Lemmens, of the law firm Borden Ladner Gervais LLP, as nominee of the Consenting Creditor with power of substitution to:
    - (i) attend on behalf of and act for the Consenting Creditor at the Creditors' Meeting to be held in connection with the Plan, and at any adjournments thereof:
    - (ii) irrevocably vote the full amount of the Consenting Creditor's Affected Claim for approval of the Plan; and
  - (f) not sell, transfer, assign or permit the sale, transfer or assignment of, any of its Affected Claim, unless the transferee thereof agrees in writing for the benefit of the Parties hereto to be bound by this Agreement and the Plan and executes and delivers to the Parties a counterpart signature page of this Agreement. Any sale, transfer or assignment of an Affected Claim by a Consenting Creditor not in compliance with the requirements of this Article shall be void *ab initio*.

# ARTICLE 3 TERMINATION

### 3.1 Termination of this Agreement

This Agreement and the obligations of the Parties hereunder shall terminate upon the earliest to occur of (such earliest date being the "Expiry Date"): (a) written notice by a Party to the other Parties that (i) any court (including the Court of Queen's Bench of Alberta (the "Court")) has declared, in a final order not subject to appeal, this Agreement to be unenforceable; or (ii) the Plan is not approved following a vote by the necessary amount of creditors required under the CCAA or, if so approved, is not sanctioned by the Court and all appeals of such order have been exhausted; (b) implementation of the Plan; or (c) June 30, 2021.

## ARTICLE 4 MISCELLANEOUS

#### 4.1 Consideration

It is hereby acknowledged by the Parties hereto that no consideration shall be due or paid to the Consenting Creditor for its agreement to vote to accept the Plan in accordance with the terms and conditions of this Agreement, other than the Petitioners' commitment to use commercially reasonable efforts to obtain approval of the Plan by the requisite majorities of holders of Affected Claims and the Court in accordance with the terms and conditions of this Agreement.

### 4.2 Amendments, Waivers and Assignments

Any provision in this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by each of the Parties hereto, or in the case of a waiver, by the Party against whom the waiver is to be effective. No assignment of this Agreement or any provision hereof is effective without the prior written consent of the other Parties.

#### 4.3 No Third Party Beneficiaries

This Agreement is solely for the benefit of the Parties and their respective heirs, executors, administrators, other legal representatives, successors and permitted assigns, and this Agreement will not be deemed to confer upon or give to any other person, entity or party any remedy, claim, liability, reimbursement, cause of action or other right.

#### 4.4 Severability

If any term or other provision of this Agreement is found by a court of competent jurisdiction in the Province of Alberta, including the Court, be invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement as necessary so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the terms of this Agreement remain as originally contemplated to the fullest extent possible.

### 4.5 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein.

### 4.6 Headings

The headings of the sections, paragraphs and subsections of this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement.

## 4.7 Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same Agreement. Executed copies of this Agreement may be delivered by facsimile or email.

[Signature Page Follows]

#### SCHEDULE "A"

### STRICTLY CONFIDENTIAL

#### ACKNOWLEDGEMENT OF AFFECTED CLAIM

TO:

CALGARY OIL & GAS SYNDICATE GROUP LTD., CALGARY OIL AND GAS INTERCONTINENTAL GROUP LTD., CALGARY OIL AND SYNDICATE PARTNERS LTD. AND PETROWORLD ENERGY LTD. AND T5 SC OIL AND

**GAS LIMITED PARTNERSHIP** 

RE:

Acknowledgment of Holdings of Affected Claim

WHEREAS the undersigned has entered into the Plan Support Agreement as of the date hereof regarding the principal terms of the restructuring of the Affected Claim pursuant to the Plan (the "Plan Support Agreement");

**WHEREAS** capitalized terms used herein but not defined have the meanings ascribed to them in the Plan Support Agreement;

**WHEREAS** the undersigned represents and warrants in the Plan Support Agreement that, as at the date of the Plan Support Agreement, it (or a client for which it has investment or voting authority) is a legal and beneficial holder of Affected Claim in the aggregate principal amount(s) set forth in an executed acknowledgment;

**NOW THEREFORE** pursuant to the Plan Support Agreement, the undersigned hereby acknowledges and confirms that, as at the date of the Plan Support Agreement, it (or a client for which it has investment or voting authority) is the holder of CDN\$ <u>23,846.55</u> aggregate principal amount of Affected Claim.

This Acknowledgement is delivered pursuant to the terms and conditions of the Plan Support Agreement and is hereby incorporated into and made subject to the terms of the Support Agreement.

Name of Consenting Creditor:

M.W.G. Trucking LTD.

Dated: April 20, 2021.

Name: Mike Gordon

Title: Owner

I have the authority to bind the party named herein.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed and delivered by its duly authorized officer as of the date first written above.

CALGARY OIL & GAS SYNDICATE GROUP LTD.
ON ITS OWN BEHALF AND ON BEHALF OF
CALGARY OIL AND GAS INTERCONTINENTAL
GROUP LTD., CALGARY OIL AND SYNDICATE
PARTNERS LTD. AND PETROWORLD ENERGY
LTD. AND T5 SC OIL AND GAS LIMITED
PARTNERSHIP

Per:				
	Name: Title:			

M.W.G. Trucking LTD

Per:

Name: Mike Gordon

Title: Owner

#### SCHEDULE "A"

#### STRICTLY CONFIDENTIAL

### **ACKNOWLEDGEMENT OF AFFECTED CLAIM**

TO:

CALGARY OIL & GAS SYNDICATE GROUP LTD., CALGARY OIL AND GAS INTERCONTINENTAL GROUP LTD., CALGARY OIL AND SYNDICATE PARTNERS LTD. AND PETROWORLD ENERGY LTD. AND T5 SC OIL AND

**GAS LIMITED PARTNERSHIP** 

RE:

Acknowledgment of Holdings of Affected Claim

WHEREAS the undersigned has entered into the Plan Support Agreement as of the date hereof regarding the principal terms of the restructuring of the Affected Claim pursuant to the Plan (the "Plan Support Agreement");

WHEREAS capitalized terms used herein but not defined have the meanings ascribed to them in the Plan Support Agreement;

WHEREAS the undersigned represents and warrants in the Plan Support Agreement that, as at the date of the Plan Support Agreement, it (or a client for which it has investment or voting authority) is a legal and beneficial holder of Affected Claim in the aggregate principal amount(s) set forth in an executed acknowledgment;

NOW THEREFORE pursuant to the Plan Support Agreement, the undersigned hereby acknowledges and confirms that, as at the date of the Plan Support Agreement, it (or a client for which it has investment or voting authority) is the holder of CDN\$ 69 10 24 aggregate principal amount of Affected Claim.

This Acknowledgement is delivered pursuant to the terms and conditions of the Plan Support Agreement and is hereby incorporated into and made subject to the terms of the Support Agreement.

Dated: (Mr.I) 2017 , 2021

Name of Consenting Creditor:

 $-/\psi V I$ 

Name: Brent MMeeki

Title: President

I have the authority to bind the party named herein.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered by its duly authorized officer as of the date first written above.

> CALGARY OIL & GAS SYNDICATE GROUP LTD. ON ITS OWN BEHALF AND ON BEHALF OF CALGARY OIL AND GAS INTERCONTINENTAL **GROUP LTD., CALGARY OIL AND SYNDICATE** PARTNERS LTD. AND PETROWORLD ENERGY LTD. AND T5 SC OIL AND GAS LIMITED **PARTNERSHIP**

er:				
	Name:		 	THE CONTRACT OF THE CONTRACT O
	Title:			

[INSERT NAME OF CREDITOR]

Per: McMeekin Resources LTO Name: Brent McMeekin Title: President

authority to vote on and consent to all matters concerning such Affected Claim and to otherwise perform its obligations hereunder in respect of such Affected Claim.

## ARTICLE 2 COVENANTS

## 2.1 Support for the Plan

- (1) So long as this Agreement shall remain in effect, and subject to the other terms and conditions of this Agreement, the Consenting Creditor agrees for itself and on behalf of the accounts within its control:
  - (a) cooperate with the BDO Canada Limited (the "Monitor") and the Petitioners in good faith to support the restructuring of the Petitioners in the manner contemplated by this Agreement and the Plan:
  - (b) support the Plan and use its commercially reasonable efforts upon the reasonable requests of the Monitor or the Petitioners to facilitate the approval, sanction and implementation of the Plan at the earliest practicable date;
  - (c) not pursue, propose, support or encourage the pursuit, proposal or support of any other restructuring or plan in respect of the Petitioners other than pursuant to the Plan (to the extent the Plan continues to apply to the Petitioners);
  - refrain from doing anything or taking any action that would frustrate the purposes and intent of this Agreement and the restructuring contemplated by the Plan, including without limitation refraining from opposing any motions brought by the Monitor or the Petitioners in support of the Plan and the restructuring contemplated by the Plan, or bringing any motions, or supporting any motions brought by third parties, seeking relief that is not consistent with this Agreement and the restructuring contemplated by the Plan;
  - (e) promptly, upon receipt thereof, irrevocably submit its completed Form of Proxy to BDO Canada Limited, in its capacity as Monitor, designating Matti Lemmens, of the law firm Borden Ladner Gervais LLP, as nominee of the Consenting Creditor with power of substitution to:
    - (i) attend on behalf of and act for the Consenting Creditor at the Creditors' Meeting to be held in connection with the Plan, and at any adjournments thereof;
    - (ii) irrevocably vote the full amount of the Consenting Creditor's Affected Claim for approval of the Plan; and
  - (f) not sell, transfer, assign or permit the sale, transfer or assignment of, any of its Affected Claim, unless the transferee thereof agrees in writing for the benefit of the Parties hereto to be bound by this Agreement and the Plan and executes and delivers to the Parties a counterpart signature page of this Agreement. Any sale, transfer or assignment of an Affected Claim by a Consenting Creditor not in compliance with the requirements of this Article shall be void *ab initio*.

## ARTICLE 3 TERMINATION

## 3.1 Termination of this Agreement

This Agreement and the obligations of the Parties hereunder shall terminate upon the earliest to occur of (such earliest date being the "Expiry Date"): (a) written notice by a Party to the other Parties that (i) any court (including the Court of Queen's Bench of Alberta (the "Court")) has declared, in a final order not subject to appeal, this Agreement to be unenforceable; or (ii) the Plan is not approved following a vote by the necessary amount of creditors required under the CCAA or, if so approved, is not sanctioned by the Court and all appeals of such order have been exhausted; (b) implementation of the Plan; or (c) June 30, 2021.

## ARTICLE 4 MISCELLANEOUS

#### 4.1 Consideration

It is hereby acknowledged by the Parties hereto that no consideration shall be due or paid to the Consenting Creditor for its agreement to vote to accept the Plan in accordance with the terms and conditions of this Agreement, other than the Petitioners' commitment to use commercially reasonable efforts to obtain approval of the Plan by the requisite majorities of holders of Affected Claims and the Court in accordance with the terms and conditions of this Agreement.

## 4.2 Amendments, Waivers and Assignments

Any provision in this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by each of the Parties hereto, or in the case of a waiver, by the Party against whom the waiver is to be effective. No assignment of this Agreement or any provision hereof is effective without the prior written consent of the other Parties.

#### 4.3 No Third Party Beneficiaries

This Agreement is solely for the benefit of the Parties and their respective heirs, executors, administrators, other legal representatives, successors and permitted assigns, and this Agreement will not be deemed to confer upon or give to any other person, entity or party any remedy, claim, liability, reimbursement, cause of action or other right.

#### 4.4 Severability

If any term or other provision of this Agreement is found by a court of competent jurisdiction in the Province of Alberta, including the Court, be invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement as necessary so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the terms of this Agreement remain as originally contemplated to the fullest extent possible.

## 4.5 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein.

### 4.6 Headings

The headings of the sections, paragraphs and subsections of this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement.

## 4.7 Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same Agreement. Executed copies of this Agreement may be delivered by facsimile or email.

[Signature Page Follows]

## **PLAN SUPPORT AGREEMENT**

THIS AGREEMENT is made as of April 2021.

#### RECITALS

WHEREAS Calgary Oil & Gas Syndicate Group Ltd. ("COGL"), Calgary Oil and Gas Intercontinental Group Ltd., Calgary Oil and Syndicate Partners Ltd. and Petroworld Energy Ltd. and T5 SC Oil and Gas Limited Partnership (collectively, the "Petitioners") intend to propose a Plan of Reorganization and Compromise (the "Plan") pursuant to the Companies' Creditors Arrangement Act (the "CCAA" and the "CCAA Proceedings").

WHEREAS the Plan will be submitted, with the exception of holders of claims that fall under Section 5.1(2) of the CCAA and Crown Capital LP Partner Funding Inc., to the holders (the "Affected Creditors") of claims ("Affected Claims") for voting purposes at a meeting of the Affected Creditors (the "Creditors' Meeting") to be held in accordance with the Plan.

WHEREAS COGL and Spartan Delta Corp., a publicly traded company listed on the facilities of the TSX Venture Exchange, will be entering into a definitive agreement providing for a \$37,500,000 equity investment into COGL, which investment, in accordance with the Plan, is expected to result in recovery to the Affected Creditor of 65 to 70% of the value of the Affected Claim.

WHEREAS this support agreement (the "Agreement") confirms the support of the undersigned Holder of an Affected Claim (the "Consenting Creditor"), on the terms and conditions set out herein, for the Plan.

WHEREAS, the Consenting Creditor and the Petitioners are collectively referred to herein as the "Parties", and each of them as a "Party".

**NOW THEREFORE**, in consideration for the covenants and agreements set forth herein, and for other good and valuable consideration, the receipt of which are hereby acknowledged, the Parties hereby agree as follows.

## ARTICLE 1 REPRESENTATIONS AND WARRANTIES

## 1.1 Mutual Representations and Warranties

Each Party represents and warrants to and in favour of the other Parties that this Agreement has been duly executed and delivered by it and constitutes a valid and binding obligation of such Party enforceable against it in accordance with its terms, subject to bankruptcy, insolvency and other laws affecting the enforcement of creditors' rights generally.

## 1.2 Additional Representations and Warranties of the Consenting Creditor

The Consenting Creditor further represents and warrants to and in favour of the Petitioners that (i) it is either the legal and beneficial owner of, or has investment or voting discretion with respect to, the principal amount of the Affected Claim set forth in the confidential "Acknowledgement of Affected Claim" executed by such Consenting Creditor as at the date of this Agreement, the form of which is attached as <u>Schedule "A"</u>; and (ii) it has full power and

#### PLAN SUPPORT AGREEMENT

THIS AGREEMENT is made as of April \_20\_\_\_\_, 2021.

#### **RECITALS**

WHEREAS Calgary Oil & Gas Syndicate Group Ltd. ("COGL"), Calgary Oil and Gas Intercontinental Group Ltd., Calgary Oil and Syndicate Partners Ltd. and Petroworld Energy Ltd. and T5 SC Oil and Gas Limited Partnership (collectively, the "Petitioners") intend to propose a Plan of Reorganization and Compromise (the "Plan") pursuant to the Companies' Creditors Arrangement Act (the "CCAA" and the "CCAA Proceedings").

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**WHEREAS** this support agreement (the "Agreement") confirms the support of the undersigned Holder of an Affected Claim (the "Consenting Creditor"), on the terms and conditions set out herein, for the Plan.

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## ARTICLE 1 REPRESENTATIONS AND WARRANTIES

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#### **1.2** Additional Representations and Warranties of the Consenting Creditor

The Consenting Creditor further represents and warrants to and in favour of the Petitioners that (i) it is either the legal and beneficial owner of, or has investment or voting discretion with respect to, the principal amount of the Affected Claim set forth in the confidential "Acknowledgement of Affected Claim" executed by such Consenting Creditor as at the date of this Agreement, the form of which is attached as <u>Schedule "A"</u>; and (ii) it has full power and

authority to vote on and consent to all matters concerning such Affected Claim and to otherwise perform its obligations hereunder in respect of such Affected Claim.

# ARTICLE 2 COVENANTS

## 2.1 Support for the Plan

- (1) So long as this Agreement shall remain in effect, and subject to the other terms and conditions of this Agreement, the Consenting Creditor agrees for itself and on behalf of the accounts within its control:
  - (a) cooperate with the BDO Canada Limited (the "Monitor") and the Petitioners in good faith to support the restructuring of the Petitioners in the manner contemplated by this Agreement and the Plan;
  - (b) support the Plan and use its commercially reasonable efforts upon the reasonable requests of the Monitor or the Petitioners to facilitate the approval, sanction and implementation of the Plan at the earliest practicable date;
  - (c) not pursue, propose, support or encourage the pursuit, proposal or support of any other restructuring or plan in respect of the Petitioners other than pursuant to the Plan (to the extent the Plan continues to apply to the Petitioners);
  - refrain from doing anything or taking any action that would frustrate the purposes and intent of this Agreement and the restructuring contemplated by the Plan, including without limitation refraining from opposing any motions brought by the Monitor or the Petitioners in support of the Plan and the restructuring contemplated by the Plan, or bringing any motions, or supporting any motions brought by third parties, seeking relief that is not consistent with this Agreement and the restructuring contemplated by the Plan;
  - (e) promptly, upon receipt thereof, irrevocably submit its completed Form of Proxy to BDO Canada Limited, in its capacity as Monitor, designating Matti Lemmens, of the law firm Borden Ladner Gervais LLP, as nominee of the Consenting Creditor with power of substitution to:
    - (i) attend on behalf of and act for the Consenting Creditor at the Creditors' Meeting to be held in connection with the Plan, and at any adjournments thereof;
    - (ii) irrevocably vote the full amount of the Consenting Creditor's Affected Claim for approval of the Plan; and
  - (f) not sell, transfer, assign or permit the sale, transfer or assignment of, any of its Affected Claim, unless the transferee thereof agrees in writing for the benefit of the Parties hereto to be bound by this Agreement and the Plan and executes and delivers to the Parties a counterpart signature page of this Agreement. Any sale, transfer or assignment of an Affected Claim by a Consenting Creditor not in compliance with the requirements of this Article shall be void *ab initio*.

## ARTICLE 3 TERMINATION

### 3.1 Termination of this Agreement

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## ARTICLE 4 MISCELLANEOUS

#### 4.1 Consideration

It is hereby acknowledged by the Parties hereto that no consideration shall be due or paid to the Consenting Creditor for its agreement to vote to accept the Plan in accordance with the terms and conditions of this Agreement, other than the Petitioners' commitment to use commercially reasonable efforts to obtain approval of the Plan by the requisite majorities of holders of Affected Claims and the Court in accordance with the terms and conditions of this Agreement.

### 4.2 Amendments, Waivers and Assignments

Any provision in this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by each of the Parties hereto, or in the case of a waiver, by the Party against whom the waiver is to be effective. No assignment of this Agreement or any provision hereof is effective without the prior written consent of the other Parties.

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#### **4.4** Severability

If any term or other provision of this Agreement is found by a court of competent jurisdiction in the Province of Alberta, including the Court, be invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement as necessary so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the terms of this Agreement remain as originally contemplated to the fullest extent possible.

### 4.5 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein.

#### 4.6 Headings

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## 4.7 Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same Agreement. Executed copies of this Agreement may be delivered by facsimile or email.

[Signature Page Follows]

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed and delivered by its duly authorized officer as of the date first written above.

CALGARY OIL & GAS SYNDICATE GROUP LTD. ON ITS OWN BEHALF AND ON BEHALF OF CALGARY OIL AND GAS INTERCONTINENTAL GROUP LTD., CALGARY OIL AND SYNDICATE PARTNERS LTD. AND PETROWORLD ENERGY LTD. AND T5 SC OIL AND GAS LIMITED PARTNERSHIP

Per:	
	Name: Title:
FILIOF	TOT MAKE OF ODEDITORS
IINSE	RT NAME OF CREDITOR]

Per: Petrosight Inc

Name: Christian Gillis P. Eng

Title: President

#### SCHEDULE "A"

### STRICTLY CONFIDENTIAL

#### **ACKNOWLEDGEMENT OF AFFECTED CLAIM**

TO:

CALGARY OIL & GAS SYNDICATE GROUP LTD., CALGARY OIL AND GAS INTERCONTINENTAL GROUP LTD., CALGARY OIL AND SYNDICATE PARTNERS LTD. AND PETROWORLD ENERGY LTD. AND T5 SC OIL AND GAS LIMITED PARTNERSHIP

GAS LIMI

RE:

Acknowledgment of Holdings of Affected Claim

**WHEREAS** the undersigned has entered into the Plan Support Agreement as of the date hereof regarding the principal terms of the restructuring of the Affected Claim pursuant to the Plan (the "Plan Support Agreement");

**WHEREAS** capitalized terms used herein but not defined have the meanings ascribed to them in the Plan Support Agreement;

WHEREAS the undersigned represents and warrants in the Plan Support Agreement that, as at the date of the Plan Support Agreement, it (or a client for which it has investment or voting authority) is a legal and beneficial holder of Affected Claim in the aggregate principal amount(s) set forth in an executed acknowledgment;

**NOW THEREFORE** pursuant to the Plan Support Agreement, the undersigned hereby acknowledges and confirms that, as at the date of the Plan Support Agreement, it (or a client for which it has investment or voting authority) is the holder of CDN\$ 12,855.50 aggregate principal amount of Affected Claim.

This Acknowledgement is delivered pursuant to the terms and conditions of the Plan Support Agreement and is hereby incorporated into and made subject to the terms of the Support Agreement.

#### Name of Consenting Creditor:

		1 .		
				Petrosight Inc
Dated:	April 20, 2021.		Per:	Petrosight Inc
				Name: Christian Gillis P. Eng Title: President
			I have herein.	the authority to bind the party named

### PLAN SUPPORT AGREEMENT

THIS AGREEMENT is made as of April 20, 2021.

#### **RECITALS**

WHEREAS Calgary Oil & Gas Syndicate Group Ltd. ("COGL"), Calgary Oil and Gas Intercontinental Group Ltd., Calgary Oil and Syndicate Partners Ltd. and Petroworld Energy Ltd. and T5 SC Oil and Gas Limited Partnership (collectively, the "Petitioners") intend to propose a Plan of Reorganization and Compromise (the "Plan") pursuant to the Companies' Creditors Arrangement Act (the "CCAA" and the "CCAA Proceedings").

WHEREAS the Plan will be submitted, with the exception of holders of claims that fall under Section 5.1(2) of the CCAA and Crown Capital LP Partner Funding Inc., to the holders (the "Affected Creditors") of claims ("Affected Claims") for voting purposes at a meeting of the Affected Creditors (the "Creditors' Meeting") to be held in accordance with the Plan.

WHEREAS COGL and Spartan Delta Corp., a publicly traded company listed on the facilities of the TSX Venture Exchange, will be entering into a definitive agreement providing for a \$37,500,000 equity investment into COGL, which investment, in accordance with the Plan, is expected to result in recovery to the Affected Creditor of 65 to 70% of the value of the Affected Claim.

WHEREAS this support agreement (the "Agreement") confirms the support of the undersigned Holder of an Affected Claim (the "Consenting Creditor"), on the terms and conditions set out herein, for the Plan.

**WHEREAS**, the Consenting Creditor and the Petitioners are collectively referred to herein as the "Parties", and each of them as a "Party".

**NOW THEREFORE**, in consideration for the covenants and agreements set forth herein, and for other good and valuable consideration, the receipt of which are hereby acknowledged, the Parties hereby agree as follows.

## ARTICLE 1 REPRESENTATIONS AND WARRANTIES

### **1.1** Mutual Representations and Warranties

Each Party represents and warrants to and in favour of the other Parties that this Agreement has been duly executed and delivered by it and constitutes a valid and binding obligation of such Party enforceable against it in accordance with its terms, subject to bankruptcy, insolvency and other laws affecting the enforcement of creditors' rights generally.

#### **1.2** Additional Representations and Warranties of the Consenting Creditor

The Consenting Creditor further represents and warrants to and in favour of the Petitioners that (i) it is either the legal and beneficial owner of, or has investment or voting discretion with respect to, the principal amount of the Affected Claim set forth in the confidential "Acknowledgement of Affected Claim" executed by such Consenting Creditor as at the date of this Agreement, the form of which is attached as <u>Schedule "A"</u>; and (ii) it has full power and

authority to vote on and consent to all matters concerning such Affected Claim and to otherwise perform its obligations hereunder in respect of such Affected Claim.

# ARTICLE 2 COVENANTS

## **2.1** Support for the Plan

- (1) So long as this Agreement shall remain in effect, and subject to the other terms and conditions of this Agreement, the Consenting Creditor agrees for itself and on behalf of the accounts within its control:
  - (a) cooperate with the BDO Canada Limited (the "Monitor") and the Petitioners in good faith to support the restructuring of the Petitioners in the manner contemplated by this Agreement and the Plan;
  - (b) support the Plan and use its commercially reasonable efforts upon the reasonable requests of the Monitor or the Petitioners to facilitate the approval, sanction and implementation of the Plan at the earliest practicable date;
  - (c) not pursue, propose, support or encourage the pursuit, proposal or support of any other restructuring or plan in respect of the Petitioners other than pursuant to the Plan (to the extent the Plan continues to apply to the Petitioners);
  - refrain from doing anything or taking any action that would frustrate the purposes and intent of this Agreement and the restructuring contemplated by the Plan, including without limitation refraining from opposing any motions brought by the Monitor or the Petitioners in support of the Plan and the restructuring contemplated by the Plan, or bringing any motions, or supporting any motions brought by third parties, seeking relief that is not consistent with this Agreement and the restructuring contemplated by the Plan;
  - (e) promptly, upon receipt thereof, irrevocably submit its completed Form of Proxy to BDO Canada Limited, in its capacity as Monitor, designating Matti Lemmens, of the law firm Borden Ladner Gervais LLP, as nominee of the Consenting Creditor with power of substitution to:
    - (i) attend on behalf of and act for the Consenting Creditor at the Creditors' Meeting to be held in connection with the Plan, and at any adjournments thereof;
    - (ii) irrevocably vote the full amount of the Consenting Creditor's Affected Claim for approval of the Plan; and
  - (f) not sell, transfer, assign or permit the sale, transfer or assignment of, any of its Affected Claim, unless the transferee thereof agrees in writing for the benefit of the Parties hereto to be bound by this Agreement and the Plan and executes and delivers to the Parties a counterpart signature page of this Agreement. Any sale, transfer or assignment of an Affected Claim by a Consenting Creditor not in compliance with the requirements of this Article shall be void *ab initio*.

## ARTICLE 3 TERMINATION

### **3.1** Termination of this Agreement

This Agreement and the obligations of the Parties hereunder shall terminate upon the earliest to occur of (such earliest date being the "Expiry Date"): (a) written notice by a Party to the other Parties that (i) any court (including the Court of Queen's Bench of Alberta (the "Court")) has declared, in a final order not subject to appeal, this Agreement to be unenforceable; or (ii) the Plan is not approved following a vote by the necessary amount of creditors required under the CCAA or, if so approved, is not sanctioned by the Court and all appeals of such order have been exhausted; (b) implementation of the Plan; or (c) June 30, 2021.

# ARTICLE 4 MISCELLANEOUS

### 4.1 Consideration

It is hereby acknowledged by the Parties hereto that no consideration shall be due or paid to the Consenting Creditor for its agreement to vote to accept the Plan in accordance with the terms and conditions of this Agreement, other than the Petitioners' commitment to use commercially reasonable efforts to obtain approval of the Plan by the requisite majorities of holders of Affected Claims and the Court in accordance with the terms and conditions of this Agreement.

## 4.2 Amendments, Waivers and Assignments

Any provision in this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by each of the Parties hereto, or in the case of a waiver, by the Party against whom the waiver is to be effective. No assignment of this Agreement or any provision hereof is effective without the prior written consent of the other Parties.

## 4.3 No Third Party Beneficiaries

This Agreement is solely for the benefit of the Parties and their respective heirs, executors, administrators, other legal representatives, successors and permitted assigns, and this Agreement will not be deemed to confer upon or give to any other person, entity or party any remedy, claim, liability, reimbursement, cause of action or other right.

#### 4.4 Severability

If any term or other provision of this Agreement is found by a court of competent jurisdiction in the Province of Alberta, including the Court, be invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement as necessary so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the terms of this Agreement remain as originally contemplated to the fullest extent possible.

## **4.5** Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein.

## 4.6 Headings

The headings of the sections, paragraphs and subsections of this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement.

## 4.7 Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same Agreement. Executed copies of this Agreement may be delivered by facsimile or email.

[Signature Page Follows]

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed and delivered by its duly authorized officer as of the date first written above.

CALGARY OIL & GAS SYNDICATE GROUP LTD.
ON ITS OWN BEHALF AND ON BEHALF OF
CALGARY OIL AND GAS INTERCONTINENTAL
GROUP LTD., CALGARY OIL AND SYNDICATE
PARTNERS LTD. AND PETROWORLD ENERGY
LTD. AND T5 SC OIL AND GAS LIMITED
PARTNERSHIP

Per:				
	Name: Title:			

**Progressive Wellsite Management Ltd** 

Per:

Name: Jordy Weinrauch

Title: President

#### SCHEDULE "A"

## STRICTLY CONFIDENTIAL

#### ACKNOWLEDGEMENT OF AFFECTED CLAIM

TO:

CALGARY OIL & GAS SYNDICATE GROUP LTD., CALGARY OIL AND GAS INTERCONTINENTAL GROUP LTD., CALGARY OIL AND SYNDICATE PARTNERS LTD. AND PETROWORLD ENERGY LTD. AND T5 SC OIL AND

**GAS LIMITED PARTNERSHIP** 

RE:

Acknowledgment of Holdings of Affected Claim

**WHEREAS** the undersigned has entered into the Plan Support Agreement as of the date hereof regarding the principal terms of the restructuring of the Affected Claim pursuant to the Plan (the "Plan Support Agreement");

**WHEREAS** capitalized terms used herein but not defined have the meanings ascribed to them in the Plan Support Agreement;

WHEREAS the undersigned represents and warrants in the Plan Support Agreement that, as at the date of the Plan Support Agreement, it (or a client for which it has investment or voting authority) is a legal and beneficial holder of Affected Claim in the aggregate principal amount(s) set forth in an executed acknowledgment;

**NOW THEREFORE** pursuant to the Plan Support Agreement, the undersigned hereby acknowledges and confirms that, as at the date of the Plan Support Agreement, it (or a client for which it has investment or voting authority) is the holder of CDN\$\_\_\_\_\_ aggregate principal amount of Affected Claim.

This Acknowledgement is delivered pursuant to the terms and conditions of the Plan Support Agreement and is hereby incorporated into and made subject to the terms of the Support Agreement.

Name of Consenting Creditor:

Dated:

April 20,2021, 2021.

Per:

Name Jordy Weinrauch

Title: President

I have the authority to bind the party named herein.

## PLAN SUPPORT AGREEMENT

THIS AGREEMENT is made as of April , 2021.

#### **RECITALS**

WHEREAS Calgary Oil & Gas Syndicate Group Ltd. ("COGL"), Calgary Oil and Gas Intercontinental Group Ltd., Calgary Oil and Syndicate Partners Ltd. and Petroworld Energy Ltd. and T5 SC Oil and Gas Limited Partnership (collectively, the "Petitioners") intend to propose a Plan of Reorganization and Compromise (the "Plan") pursuant to the Companies' Creditors Arrangement Act (the "CCAA" and the "CCAA Proceedings").

WHEREAS the Plan will be submitted, with the exception of holders of claims that fall under Section 5.1(2) of the CCAA and Crown Capital LP Partner Funding Inc., to the holders (the "Affected Creditors") of claims ("Affected Claims") for voting purposes at a meeting of the Affected Creditors (the "Creditors' Meeting") to be held in accordance with the Plan.

WHEREAS COGL and Spartan Delta Corp., a publicly traded company listed on the facilities of the TSX Venture Exchange, will be entering into a definitive agreement providing for a \$37,500,000 equity investment into COGL, which investment, in accordance with the Plan, is expected to result in recovery to the Affected Creditor of 65 to 70% of the value of the Affected Claim.

WHEREAS this support agreement (the "Agreement") confirms the support of the undersigned Holder of an Affected Claim (the "Consenting Creditor"), on the terms and conditions set out herein, for the Plan.

WHEREAS, the Consenting Creditor and the Petitioners are collectively referred to herein as the "Parties", and each of them as a "Party".

**NOW THEREFORE**, in consideration for the covenants and agreements set forth herein, and for other good and valuable consideration, the receipt of which are hereby acknowledged, the Parties hereby agree as follows.

# ARTICLE 1 REPRESENTATIONS AND WARRANTIES

## 1.1 Mutual Representations and Warranties

Each Party represents and warrants to and in favour of the other Parties that this Agreement has been duly executed and delivered by it and constitutes a valid and binding obligation of such Party enforceable against it in accordance with its terms, subject to bankruptcy, insolvency and other laws affecting the enforcement of creditors' rights generally.

## 1.2 Additional Representations and Warranties of the Consenting Creditor

The Consenting Creditor further represents and warrants to and in favour of the Petitioners that (i) it is either the legal and beneficial owner of, or has investment or voting discretion with respect to, the principal amount of the Affected Claim set forth in the confidential "Acknowledgement of Affected Claim" executed by such Consenting Creditor as at the date of this Agreement, the form of which is attached as <a href="Schedule "A"">Schedule "A"</a>; and (ii) it has full power and

authority to vote on and consent to all matters concerning such Affected Claim and to otherwise perform its obligations hereunder in respect of such Affected Claim.

# ARTICLE 2 COVENANTS

### 2.1 Support for the Plan

- (1) So long as this Agreement shall remain in effect, and subject to the other terms and conditions of this Agreement, the Consenting Creditor agrees for itself and on behalf of the accounts within its control:
  - (a) cooperate with the BDO Canada Limited (the "Monitor") and the Petitioners in good faith to support the restructuring of the Petitioners in the manner contemplated by this Agreement and the Plan;
  - (b) support the Plan and use its commercially reasonable efforts upon the reasonable requests of the Monitor or the Petitioners to facilitate the approval, sanction and implementation of the Plan at the earliest practicable date;
  - (c) not pursue, propose, support or encourage the pursuit, proposal or support of any other restructuring or plan in respect of the Petitioners other than pursuant to the Plan (to the extent the Plan continues to apply to the Petitioners);
  - refrain from doing anything or taking any action that would frustrate the purposes and intent of this Agreement and the restructuring contemplated by the Plan, including without limitation refraining from opposing any motions brought by the Monitor or the Petitioners in support of the Plan and the restructuring contemplated by the Plan, or bringing any motions, or supporting any motions brought by third parties, seeking relief that is not consistent with this Agreement and the restructuring contemplated by the Plan;
  - (e) promptly, upon receipt thereof, irrevocably submit its completed Form of Proxy to BDO Canada Limited, in its capacity as Monitor, designating Matti Lemmens, of the law firm Borden Ladner Gervais LLP, as nominee of the Consenting Creditor with power of substitution to:
    - (i) attend on behalf of and act for the Consenting Creditor at the Creditors' Meeting to be held in connection with the Plan, and at any adjournments thereof;
    - (ii) irrevocably vote the full amount of the Consenting Creditor's Affected Claim for approval of the Plan; and
  - (f) not sell, transfer, assign or permit the sale, transfer or assignment of, any of its Affected Claim, unless the transferee thereof agrees in writing for the benefit of the Parties hereto to be bound by this Agreement and the Plan and executes and delivers to the Parties a counterpart signature page of this Agreement. Any sale, transfer or assignment of an Affected Claim by a Consenting Creditor not in compliance with the requirements of this Article shall be void *ab initio*.

## ARTICLE 3 TERMINATION

## 3.1 Termination of this Agreement

This Agreement and the obligations of the Parties hereunder shall terminate upon the earliest to occur of (such earliest date being the "Expiry Date"): (a) written notice by a Party to the other Parties that (i) any court (including the Court of Queen's Bench of Alberta (the "Court")) has declared, in a final order not subject to appeal, this Agreement to be unenforceable; or (ii) the Plan is not approved following a vote by the necessary amount of creditors required under the CCAA or, if so approved, is not sanctioned by the Court and all appeals of such order have been exhausted; (b) implementation of the Plan; or (c) June 30, 2021.

## ARTICLE 4 MISCELLANEOUS

### 4.1 Consideration

It is hereby acknowledged by the Parties hereto that no consideration shall be due or paid to the Consenting Creditor for its agreement to vote to accept the Plan in accordance with the terms and conditions of this Agreement, other than the Petitioners' commitment to use commercially reasonable efforts to obtain approval of the Plan by the requisite majorities of holders of Affected Claims and the Court in accordance with the terms and conditions of this Agreement.

## 4.2 Amendments, Waivers and Assignments

Any provision in this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by each of the Parties hereto, or in the case of a waiver, by the Party against whom the waiver is to be effective. No assignment of this Agreement or any provision hereof is effective without the prior written consent of the other Parties.

## 4.3 No Third Party Beneficiaries

This Agreement is solely for the benefit of the Parties and their respective heirs, executors, administrators, other legal representatives, successors and permitted assigns, and this Agreement will not be deemed to confer upon or give to any other person, entity or party any remedy, claim, liability, reimbursement, cause of action or other right.

#### 4.4 Severability

If any term or other provision of this Agreement is found by a court of competent jurisdiction in the Province of Alberta, including the Court, be invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement as necessary so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the terms of this Agreement remain as originally contemplated to the fullest extent possible.

### 4.5 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein.

## 4.6 Headings

The headings of the sections, paragraphs and subsections of this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement.

## 4.7 Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same Agreement. Executed copies of this Agreement may be delivered by facsimile or email.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered by its duly authorized officer as of the date first written above.

> CALGARY OIL & GAS SYNDICATE GROUP LTD. ON ITS OWN BEHALF AND ON BEHALF OF CALGARY OIL AND GAS INTERCONTINENTAL GROUP LTD., CALGARY OIL AND SYNDICATE PARTNERS LTD. AND PETROWORLD ENERGY LTD. AND T5 SC OIL AND GAS LIMITED **PARTNERSHIP**

Per:			
	Name:		
	Title:		

**Prospector Energy Services Inc.** 

Name: Kurtis Lively Title: CFO

#### **SCHEDULE "A"**

### STRICTLY CONFIDENTIAL

#### **ACKNOWLEDGEMENT OF AFFECTED CLAIM**

TO:

CALGARY OIL & GAS SYNDICATE GROUP LTD., CALGARY OIL AND GAS INTERCONTINENTAL GROUP LTD., CALGARY OIL AND SYNDICATE PARTNERS LTD. AND PETROWORLD ENERGY LTD. AND T5 SC OIL AND GAS I IMITED PARTNERSHIP

RE:

Acknowledgment of Holdings of Affected Claim

WHEREAS the undersigned has entered into the Plan Support Agreement as of the date hereof regarding the principal terms of the restructuring of the Affected Claim pursuant to the Plan (the "Plan Support Agreement");

**WHEREAS** capitalized terms used herein but not defined have the meanings ascribed to them in the Plan Support Agreement;

WHEREAS the undersigned represents and warrants in the Plan Support Agreement that, as at the date of the Plan Support Agreement, it (or a client for which it has investment or voting authority) is a legal and beneficial holder of Affected Claim in the aggregate principal amount(s) set forth in an executed acknowledgment;

NOW THEREFORE pursuant to the Plan Support Agreement, the undersigned hereby acknowledges and confirms that, as at the date of the Plan Support Agreement, it (or a client for which it has investment or voting authority) is the holder of CDN \$124,659.50 aggregate principal amount of Affected Claim.

This Acknowledgement is delivered pursuant to the terms and conditions of the Plan Support Agreement and is hereby incorporated into and made subject to the terms of the Support Agreement.

Name of Consenting Creditor:

Prospector Energy Services Inc.

Dated: April 19, 2021.

Name: Kurtis Lively

Title: CFO

I have the authority to bind the party named herein.

### PLAN SUPPORT AGREEMENT

THIS AGREEMENT is made as of April \_\_\_\_\_, 2021.

#### RECITALS

WHEREAS Calgary Oil & Gas Syndicate Group Ltd. ("COGL"), Calgary Oil and Gas Intercontinental Group Ltd., Calgary Oil and Syndicate Partners Ltd. and Petroworld Energy Ltd. and T5 SC Oil and Gas Limited Partnership (collectively, the "Petitioners") intend to propose a Plan of Reorganization and Compromise (the "Plan") pursuant to the Companies' Creditors Arrangement Act (the "CCAA" and the "CCAA Proceedings").

WHEREAS the Plan will be submitted, with the exception of holders of claims that fall under Section 5.1(2) of the CCAA and Crown Capital LP Partner Funding Inc., to the holders (the "Affected Creditors") of claims ("Affected Claims") for voting purposes at a meeting of the Affected Creditors (the "Creditors' Meeting") to be held in accordance with the Plan.

WHEREAS COGL and Spartan Delta Corp., a publicly traded company listed on the facilities of the TSX Venture Exchange, will be entering into a definitive agreement providing for a \$37,500,000 equity investment into COGL, which investment, in accordance with the Plan, is expected to result in recovery to the Affected Creditor of 65 to 70% of the value of the Affected Claim.

WHEREAS this support agreement (the "Agreement") confirms the support of the undersigned Holder of an Affected Claim (the "Consenting Creditor"), on the terms and conditions set out herein, for the Plan.

**WHEREAS**, the Consenting Creditor and the Petitioners are collectively referred to herein as the "Parties", and each of them as a "Party".

**NOW THEREFORE**, in consideration for the covenants and agreements set forth herein, and for other good and valuable consideration, the receipt of which are hereby acknowledged, the Parties hereby agree as follows.

# ARTICLE 1 REPRESENTATIONS AND WARRANTIES

### 1.1 Mutual Representations and Warranties

Each Party represents and warrants to and in favour of the other Parties that this Agreement has been duly executed and delivered by it and constitutes a valid and binding obligation of such Party enforceable against it in accordance with its terms, subject to bankruptcy, insolvency and other laws affecting the enforcement of creditors' rights generally.

## **1.2** Additional Representations and Warranties of the Consenting Creditor

The Consenting Creditor further represents and warrants to and in favour of the Petitioners that (i) it is either the legal and beneficial owner of, or has investment or voting discretion with respect to, the principal amount of the Affected Claim set forth in the confidential "Acknowledgement of Affected Claim" executed by such Consenting Creditor as at the date of this Agreement, the form of which is attached as Schedule "A"; and (ii) it has full power and

authority to vote on and consent to all matters concerning such Affected Claim and to otherwise perform its obligations hereunder in respect of such Affected Claim.

## ARTICLE 2 COVENANTS

### 2.1 Support for the Plan

- (1) So long as this Agreement shall remain in effect, and subject to the other terms and conditions of this Agreement, the Consenting Creditor agrees for itself and on behalf of the accounts within its control:
  - (a) cooperate with the BDO Canada Limited (the "Monitor") and the Petitioners in good faith to support the restructuring of the Petitioners in the manner contemplated by this Agreement and the Plan;
  - (b) support the Plan and use its commercially reasonable efforts upon the reasonable requests of the Monitor or the Petitioners to facilitate the approval, sanction and implementation of the Plan at the earliest practicable date;
  - (c) not pursue, propose, support or encourage the pursuit, proposal or support of any other restructuring or plan in respect of the Petitioners other than pursuant to the Plan (to the extent the Plan continues to apply to the Petitioners);
  - (d) refrain from doing anything or taking any action that would frustrate the purposes and intent of this Agreement and the restructuring contemplated by the Plan, including without limitation refraining from opposing any motions brought by the Monitor or the Petitioners in support of the Plan and the restructuring contemplated by the Plan, or bringing any motions, or supporting any motions brought by third parties, seeking relief that is not consistent with this Agreement and the restructuring contemplated by the Plan;
  - (e) promptly, upon receipt thereof, irrevocably submit its completed Form of Proxy to BDO Canada Limited, in its capacity as Monitor, designating Matti Lemmens, of the law firm Borden Ladner Gervais LLP, as nominee of the Consenting Creditor with power of substitution to:
    - (i) attend on behalf of and act for the Consenting Creditor at the Creditors' Meeting to be held in connection with the Plan, and at any adjournments thereof:
    - (ii) irrevocably vote the full amount of the Consenting Creditor's Affected Claim for approval of the Plan; and
  - (f) not sell, transfer, assign or permit the sale, transfer or assignment of, any of its Affected Claim, unless the transferee thereof agrees in writing for the benefit of the Parties hereto to be bound by this Agreement and the Plan and executes and delivers to the Parties a counterpart signature page of this Agreement. Any sale, transfer or assignment of an Affected Claim by a Consenting Creditor not in compliance with the requirements of this Article shall be void *ab initio*.

# ARTICLE 3 TERMINATION

### **3.1** Termination of this Agreement

This Agreement and the obligations of the Parties hereunder shall terminate upon the earliest to occur of (such earliest date being the "Expiry Date"): (a) written notice by a Party to the other Parties that (i) any court (including the Court of Queen's Bench of Alberta (the "Court")) has declared, in a final order not subject to appeal, this Agreement to be unenforceable; or (ii) the Plan is not approved following a vote by the necessary amount of creditors required under the CCAA or, if so approved, is not sanctioned by the Court and all appeals of such order have been exhausted; (b) implementation of the Plan; or (c) June 30, 2021.

## ARTICLE 4 MISCELLANEOUS

### 4.1 Consideration

It is hereby acknowledged by the Parties hereto that no consideration shall be due or paid to the Consenting Creditor for its agreement to vote to accept the Plan in accordance with the terms and conditions of this Agreement, other than the Petitioners' commitment to use commercially reasonable efforts to obtain approval of the Plan by the requisite majorities of holders of Affected Claims and the Court in accordance with the terms and conditions of this Agreement.

### **4.2** Amendments, Waivers and Assignments

Any provision in this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by each of the Parties hereto, or in the case of a waiver, by the Party against whom the waiver is to be effective. No assignment of this Agreement or any provision hereof is effective without the prior written consent of the other Parties.

### 4.3 No Third Party Beneficiaries

This Agreement is solely for the benefit of the Parties and their respective heirs, executors, administrators, other legal representatives, successors and permitted assigns, and this Agreement will not be deemed to confer upon or give to any other person, entity or party any remedy, claim, liability, reimbursement, cause of action or other right.

### 4.4 Severability

If any term or other provision of this Agreement is found by a court of competent jurisdiction in the Province of Alberta, including the Court, be invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement as necessary so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the terms of this Agreement remain as originally contemplated to the fullest extent possible.

## **4.5** Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein.

## 4.6 Headings

The headings of the sections, paragraphs and subsections of this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement.

## 4.7 Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same Agreement. Executed copies of this Agreement may be delivered by facsimile or email.

[Signature Page Follows]

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed and delivered by its duly authorized officer as of the date first written above.

CALGARY OIL & GAS SYNDICATE GROUP LTD. ON ITS OWN BEHALF AND ON BEHALF OF CALGARY OIL AND GAS INTERCONTINENTAL GROUP LTD., CALGARY OIL AND SYNDICATE PARTNERS LTD. AND PETROWORLD ENERGY LTD. AND T5 SC OIL AND GAS LIMITED PARTNERSHIP

Per:				
	Name:			
	Title:			

[INSERT NAME OF CREDITOR]

Per:

Name: Title:

Rocky Genovese

Owner

#### **SCHEDULE "A"**

### STRICTLY CONFIDENTIAL

#### ACKNOWLEDGEMENT OF AFFECTED CLAIM

TO:	CALGARY OIL & GA	AS SYNDICATE	GROUP LTD.,	CALGARY	OIL AND GAS
				A11 A11D	OVALDIOATE

INTERCONTINENTAL GROUP LTD., CALGARY OIL AND SYNDICATE PARTNERS LTD. AND PETROWORLD ENERGY LTD. AND T5 SC OIL AND

**GAS LIMITED PARTNERSHIP** 

RE: Acknowledgment of Holdings of Affected Claim

**WHEREAS** the undersigned has entered into the Plan Support Agreement as of the date hereof regarding the principal terms of the restructuring of the Affected Claim pursuant to the Plan (the "Plan Support Agreement");

**WHEREAS** capitalized terms used herein but not defined have the meanings ascribed to them in the Plan Support Agreement;

WHEREAS the undersigned represents and warrants in the Plan Support Agreement that, as at the date of the Plan Support Agreement, it (or a client for which it has investment or voting authority) is a legal and beneficial holder of Affected Claim in the aggregate principal amount(s) set forth in an executed acknowledgment;

This Acknowledgement is delivered pursuant to the terms and conditions of the Plan Support Agreement and is hereby incorporated into and made subject to the terms of the Support Agreement.

Dated:	2021-04-20 , 2021.	Per:	
		Name: <sub>Rocky Genovese</sub> Title: <sub>Owner</sub>	

I have the authority to bind the party named herein.

### PLAN SUPPORT AGREEMENT

THIS AGREEMENT is made as of April 20, 2021.

#### **RECITALS**

WHEREAS Calgary Oil & Gas Syndicate Group Ltd. ("COGL"), Calgary Oil and Gas Intercontinental Group Ltd., Calgary Oil and Syndicate Partners Ltd. and Petroworld Energy Ltd. and T5 SC Oil and Gas Limited Partnership (collectively, the "Petitioners") intend to propose a Plan of Reorganization and Compromise (the "Plan") pursuant to the Companies' Creditors Arrangement Act (the "CCAA" and the "CCAA Proceedings").

WHEREAS the Plan will be submitted, with the exception of holders of claims that fall under Section 5.1(2) of the CCAA and Crown Capital LP Partner Funding Inc., to the holders (the "Affected Creditors") of claims ("Affected Claims") for voting purposes at a meeting of the Affected Creditors (the "Creditors' Meeting") to be held in accordance with the Plan.

WHEREAS COGL and Spartan Delta Corp., a publicly traded company listed on the facilities of the TSX Venture Exchange, will be entering into a definitive agreement providing for a \$37,500,000 equity investment into COGL, which investment, in accordance with the Plan, is expected to result in recovery to the Affected Creditor of 65 to 70% of the value of the Affected Claim.

WHEREAS this support agreement (the "Agreement") confirms the support of the undersigned Holder of an Affected Claim (the "Consenting Creditor"), on the terms and conditions set out herein, for the Plan.

**WHEREAS**, the Consenting Creditor and the Petitioners are collectively referred to herein as the "Parties", and each of them as a "Party".

**NOW THEREFORE**, in consideration for the covenants and agreements set forth herein, and for other good and valuable consideration, the receipt of which are hereby acknowledged, the Parties hereby agree as follows.

# ARTICLE 1 REPRESENTATIONS AND WARRANTIES

### 1.1 Mutual Representations and Warranties

Each Party represents and warrants to and in favour of the other Parties that this Agreement has been duly executed and delivered by it and constitutes a valid and binding obligation of such Party enforceable against it in accordance with its terms, subject to bankruptcy, insolvency and other laws affecting the enforcement of creditors' rights generally.

## 1.2 Additional Representations and Warranties of the Consenting Creditor

The Consenting Creditor further represents and warrants to and in favour of the Petitioners that (i) it is either the legal and beneficial owner of, or has investment or voting discretion with respect to, the principal amount of the Affected Claim set forth in the confidential "Acknowledgement of Affected Claim" executed by such Consenting Creditor as at the date of this Agreement, the form of which is attached as <u>Schedule "A"</u>; and (ii) it has full power and

authority to vote on and consent to all matters concerning such Affected Claim and to otherwise perform its obligations hereunder in respect of such Affected Claim.

# ARTICLE 2 COVENANTS

## 2.1 Support for the Plan

- (1) So long as this Agreement shall remain in effect, and subject to the other terms and conditions of this Agreement, the Consenting Creditor agrees for itself and on behalf of the accounts within its control:
  - (a) cooperate with the BDO Canada Limited (the "Monitor") and the Petitioners in good faith to support the restructuring of the Petitioners in the manner contemplated by this Agreement and the Plan;
  - (b) support the Plan and use its commercially reasonable efforts upon the reasonable requests of the Monitor or the Petitioners to facilitate the approval, sanction and implementation of the Plan at the earliest practicable date;
  - (c) not pursue, propose, support or encourage the pursuit, proposal or support of any other restructuring or plan in respect of the Petitioners other than pursuant to the Plan (to the extent the Plan continues to apply to the Petitioners);
  - (d) refrain from doing anything or taking any action that would frustrate the purposes and intent of this Agreement and the restructuring contemplated by the Plan, including without limitation refraining from opposing any motions brought by the Monitor or the Petitioners in support of the Plan and the restructuring contemplated by the Plan, or bringing any motions, or supporting any motions brought by third parties, seeking relief that is not consistent with this Agreement and the restructuring contemplated by the Plan;
  - (e) promptly, upon receipt thereof, irrevocably submit its completed Form of Proxy to BDO Canada Limited, in its capacity as Monitor, designating Matti Lemmens, of the law firm Borden Ladner Gervais LLP, as nominee of the Consenting Creditor with power of substitution to:
    - (i) attend on behalf of and act for the Consenting Creditor at the Creditors' Meeting to be held in connection with the Plan, and at any adjournments thereof;
    - (ii) irrevocably vote the full amount of the Consenting Creditor's Affected Claim for approval of the Plan; and
  - (f) not sell, transfer, assign or permit the sale, transfer or assignment of, any of its Affected Claim, unless the transferee thereof agrees in writing for the benefit of the Parties hereto to be bound by this Agreement and the Plan and executes and delivers to the Parties a counterpart signature page of this Agreement. Any sale, transfer or assignment of an Affected Claim by a Consenting Creditor not in compliance with the requirements of this Article shall be void ab initio.

## ARTICLE 3 TERMINATION

### 3.1 Termination of this Agreement

This Agreement and the obligations of the Parties hereunder shall terminate upon the earliest to occur of (such earliest date being the "Expiry Date"): (a) written notice by a Party to the other Parties that (i) any court (including the Court of Queen's Bench of Alberta (the "Court")) has declared, in a final order not subject to appeal, this Agreement to be unenforceable; or (ii) the Plan is not approved following a vote by the necessary amount of creditors required under the CCAA or, if so approved, is not sanctioned by the Court and all appeals of such order have been exhausted; (b) implementation of the Plan; or (c) June 30, 2021.

# ARTICLE 4 MISCELLANEOUS

#### 4.1 Consideration

It is hereby acknowledged by the Parties hereto that no consideration shall be due or paid to the Consenting Creditor for its agreement to vote to accept the Plan in accordance with the terms and conditions of this Agreement, other than the Petitioners' commitment to use commercially reasonable efforts to obtain approval of the Plan by the requisite majorities of holders of Affected Claims and the Court in accordance with the terms and conditions of this Agreement.

## 4.2 Amendments, Waivers and Assignments

Any provision in this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by each of the Parties hereto, or in the case of a waiver, by the Party against whom the waiver is to be effective. No assignment of this Agreement or any provision hereof is effective without the prior written consent of the other Parties.

### 4.3 No Third Party Beneficiaries

This Agreement is solely for the benefit of the Parties and their respective heirs, executors, administrators, other legal representatives, successors and permitted assigns, and this Agreement will not be deemed to confer upon or give to any other person, entity or party any remedy, claim, liability, reimbursement, cause of action or other right.

## 4.4 Severability

If any term or other provision of this Agreement is found by a court of competent jurisdiction in the Province of Alberta, including the Court, be invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement as necessary so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the terms of this Agreement remain as originally contemplated to the fullest extent possible.

## 4.5 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein.

### 4.6 Headings

The headings of the sections, paragraphs and subsections of this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement.

## 4.7 Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same Agreement. Executed copies of this Agreement may be delivered by facsimile or email.

[Signature Page Follows]

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed and delivered by its duly authorized officer as of the date first written above.

CALGARY OIL & GAS SYNDICATE GROUP LTD. ON ITS OWN BEHALF AND ON BEHALF OF CALGARY OIL AND GAS INTERCONTINENTAL GROUP LTD., CALGARY OIL AND SYNDICATE PARTNERS LTD. AND PETROWORLD ENERGY LTD. AND T5 SC OIL AND GAS LIMITED PARTNERSHIP

Per:			
	Name: Title:		

REM TRANSPORT LTD.
[INSERT NAME OF CREDITOR]

Per:

Name: Alan Stevenson Title: Provident & CEO

#### **SCHEDULE "A"**

## STRICTLY CONFIDENTIAL

#### **ACKNOWLEDGEMENT OF AFFECTED CLAIM**

TO:	CALGARY OIL & GAS SYNDICATE GROUP LTD., CALGARY OIL AND GAS
	INTERCONTINENTAL GROUP LTD., CALGARY OIL AND SYNDICATE
	PARTNERS LTD. AND PETROWORLD ENERGY LTD. AND T5 SC OIL AND
	GAS LIMITED PARTNERSHIP

RE: Acknowledgment of Holdings of Affected Claim

**WHEREAS** the undersigned has entered into the Plan Support Agreement as of the date hereof regarding the principal terms of the restructuring of the Affected Claim pursuant to the Plan (the "Plan Support Agreement");

**WHEREAS** capitalized terms used herein but not defined have the meanings ascribed to them in the Plan Support Agreement;

WHEREAS the undersigned represents and warrants in the Plan Support Agreement that, as at the date of the Plan Support Agreement, it (or a client for which it has investment or voting authority) is a legal and beneficial holder of Affected Claim in the aggregate principal amount(s) set forth in an executed acknowledgment;

**NOW THEREFORE** pursuant to the Plan Support Agreement, the undersigned hereby acknowledges and confirms that, as at the date of the Plan Support Agreement, it (or a client for which it has investment or voting authority) is the holder of CDN\$ 6853.20 aggregate principal amount of Affected Claim.

This Acknowledgement is delivered pursuant to the terms and conditions of the Plan Support Agreement and is hereby incorporated into and made subject to the terms of the Support Agreement.

Name of Consenting Creditor:

Dated: <u>*April 20*</u>, 2021.

Name: Alan Stevenson Title: President 1 CEO

I have the authority to bind the party named herein.

### PLAN SUPPORT AGREEMENT

THIS AGREEMENT is made as of April 20, 2021.

#### **RECITALS**

WHEREAS Calgary Oil & Gas Syndicate Group Ltd. ("COGL"), Calgary Oil and Gas Intercontinental Group Ltd., Calgary Oil and Syndicate Partners Ltd. and Petroworld Energy Ltd. and T5 SC Oil and Gas Limited Partnership (collectively, the "Petitioners") intend to propose a Plan of Reorganization and Compromise (the "Plan") pursuant to the Companies' Creditors Arrangement Act (the "CCAA" and the "CCAA Proceedings").

WHEREAS the Plan will be submitted, with the exception of holders of claims that fall under Section 5.1(2) of the CCAA and Crown Capital LP Partner Funding Inc., to the holders (the "Affected Creditors") of claims ("Affected Claims") for voting purposes at a meeting of the Affected Creditors (the "Creditors' Meeting") to be held in accordance with the Plan.

WHEREAS COGL and Spartan Delta Corp., a publicly traded company listed on the facilities of the TSX Venture Exchange, will be entering into a definitive agreement providing for a \$37,500,000 equity investment into COGL, which investment, in accordance with the Plan, is expected to result in recovery to the Affected Creditor of 65 to 70% of the value of the Affected Claim.

WHEREAS this support agreement (the "Agreement") confirms the support of the undersigned Holder of an Affected Claim (the "Consenting Creditor"), on the terms and conditions set out herein, for the Plan.

**WHEREAS**, the Consenting Creditor and the Petitioners are collectively referred to herein as the "Parties", and each of them as a "Party".

**NOW THEREFORE**, in consideration for the covenants and agreements set forth herein, and for other good and valuable consideration, the receipt of which are hereby acknowledged, the Parties hereby agree as follows.

# ARTICLE 1 REPRESENTATIONS AND WARRANTIES

### **1.1** Mutual Representations and Warranties

Each Party represents and warrants to and in favour of the other Parties that this Agreement has been duly executed and delivered by it and constitutes a valid and binding obligation of such Party enforceable against it in accordance with its terms, subject to bankruptcy, insolvency and other laws affecting the enforcement of creditors' rights generally.

## 1.2 Additional Representations and Warranties of the Consenting Creditor

The Consenting Creditor further represents and warrants to and in favour of the Petitioners that (i) it is either the legal and beneficial owner of, or has investment or voting discretion with respect to, the principal amount of the Affected Claim set forth in the confidential "Acknowledgement of Affected Claim" executed by such Consenting Creditor as at the date of this Agreement, the form of which is attached as Schedule "A"; and (ii) it has full power and authority to vote on and consent

to all matters concerning such Affected Claim and to otherwise perform its obligations hereunder in respect of such Affected Claim.

## ARTICLE 2 COVENANTS

### **2.1** Support for the Plan

- (1) So long as this Agreement shall remain in effect, and subject to the other terms and conditions of this Agreement, the Consenting Creditor agrees for itself and on behalf of the accounts within its control:
  - (a) cooperate with the BDO Canada Limited (the "Monitor") and the Petitioners in good faith to support the restructuring of the Petitioners in the manner contemplated by this Agreement and the Plan;
  - (b) support the Plan and use its commercially reasonable efforts upon the reasonable requests of the Monitor or the Petitioners to facilitate the approval, sanction and implementation of the Plan at the earliest practicable date;
  - not pursue, propose, support or encourage the pursuit, proposal or support of any other restructuring or plan in respect of the Petitioners other than pursuant to the Plan (to the extent the Plan continues to apply to the Petitioners);
  - (d) refrain from doing anything or taking any action that would frustrate the purposes and intent of this Agreement and the restructuring contemplated by the Plan, including without limitation refraining from opposing any motions brought by the Monitor or the Petitioners in support of the Plan and the restructuring contemplated by the Plan, or bringing any motions, or supporting any motions brought by third parties, seeking relief that is not consistent with this Agreement and the restructuring contemplated by the Plan;
  - (e) promptly, upon receipt thereof, irrevocably submit its completed Form of Proxy to BDO Canada Limited, in its capacity as Monitor, designating Matti Lemmens, of the law firm Borden Ladner Gervais LLP, as nominee of the Consenting Creditor with power of substitution to:
    - (i) attend on behalf of and act for the Consenting Creditor at the Creditors' Meeting to be held in connection with the Plan, and at any adjournments thereof;
    - (ii) irrevocably vote the full amount of the Consenting Creditor's Affected Claim for approval of the Plan; and
  - (f) not sell, transfer, assign or permit the sale, transfer or assignment of, any of its Affected Claim, unless the transferee thereof agrees in writing for the benefit of the Parties hereto to be bound by this Agreement and the Plan and executes and delivers to the Parties a counterpart signature page of this Agreement. Any sale, transfer or assignment of an Affected Claim by a Consenting Creditor not in compliance with the requirements of this Article shall be void *ab initio*.

# ARTICLE 3 TERMINATION

### **3.1** Termination of this Agreement

This Agreement and the obligations of the Parties hereunder shall terminate upon the earliest to occur of (such earliest date being the "Expiry Date"): (a) written notice by a Party to the other Parties that (i) any court (including the Court of Queen's Bench of Alberta (the "Court")) has declared, in a final order not subject to appeal, this Agreement to be unenforceable; or (ii) the Plan is not approved following a vote by the necessary amount of creditors required under the CCAA or, if so approved, is not sanctioned by the Court and all appeals of such order have been exhausted; (b) implementation of the Plan; or (c) June 30, 2021.

## ARTICLE 4 MISCELLANEOUS

### 4.1 Consideration

It is hereby acknowledged by the Parties hereto that no consideration shall be due or paid to the Consenting Creditor for its agreement to vote to accept the Plan in accordance with the terms and conditions of this Agreement, other than the Petitioners' commitment to use commercially reasonable efforts to obtain approval of the Plan by the requisite majorities of holders of Affected Claims and the Court in accordance with the terms and conditions of this Agreement.

## 4.2 Amendments, Waivers and Assignments

Any provision in this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by each of the Parties hereto, or in the case of a waiver, by the Party against whom the waiver is to be effective. No assignment of this Agreement or any provision hereof is effective without the prior written consent of the other Parties.

### 4.3 No Third Party Beneficiaries

This Agreement is solely for the benefit of the Parties and their respective heirs, executors, administrators, other legal representatives, successors and permitted assigns, and this Agreement will not be deemed to confer upon or give to any other person, entity or party any remedy, claim, liability, reimbursement, cause of action or other right.

### 4.4 Severability

If any term or other provision of this Agreement is found by a court of competent jurisdiction in the Province of Alberta, including the Court, be invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement as necessary so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the terms of this Agreement remain as originally contemplated to the fullest extent possible.

## 4.5 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein.

## 4.6 Headings

The headings of the sections, paragraphs and subsections of this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement.

## 4.7 Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same Agreement. Executed copies of this Agreement may be delivered by facsimile or email.

[Signature Page Follows]

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed and delivered by its duly authorized officer as of the date first written above.

CALGARY OIL & GAS SYNDICATE GROUP LTD.
ON ITS OWN BEHALF AND ON BEHALF OF
CALGARY OIL AND GAS INTERCONTINENTAL
GROUP LTD., CALGARY OIL AND SYNDICATE
PARTNERS LTD. AND PETROWORLD ENERGY
LTD. AND T5 SC OIL AND GAS LIMITED
PARTNERSHIP

⊃er:				
	Name: Title:			

ROFS CANADA LTD. (formerly Reliance OFS Canada Ltd.)

Per:

Name: Ian Buchanan Title: General Counsel

#### **SCHEDULE "A"**

## STRICTLY CONFIDENTIAL

#### ACKNOWLEDGEMENT OF AFFECTED CLAIM

TO:

CALGARY OIL & GAS SYNDICATE GROUP LTD., CALGARY OIL AND GAS INTERCONTINENTAL GROUP LTD., CALGARY OIL AND SYNDICATE PARTNERS LTD. AND PETROWORLD ENERGY LTD. AND T5 SC OIL AND

**GAS LIMITED PARTNERSHIP** 

RE:

Acknowledgment of Holdings of Affected Claim

**WHEREAS** the undersigned has entered into the Plan Support Agreement as of the date hereof regarding the principal terms of the restructuring of the Affected Claim pursuant to the Plan (the "Plan Support Agreement");

**WHEREAS** capitalized terms used herein but not defined have the meanings ascribed to them in the Plan Support Agreement;

WHEREAS the undersigned represents and warrants in the Plan Support Agreement that, as at the date of the Plan Support Agreement, it (or a client for which it has investment or voting authority) is a legal and beneficial holder of Affected Claim in the aggregate principal amount(s) set forth in an executed acknowledgment;

**NOW THEREFORE** pursuant to the Plan Support Agreement, the undersigned hereby acknowledges and confirms that, as at the date of the Plan Support Agreement, it (or a client for which it has investment or voting authority) is the holder of CDN\$47,981.02 aggregate principal amount of Affected Claim.

This Acknowledgement is delivered pursuant to the terms and conditions of the Plan Support Agreement and is hereby incorporated into and made subject to the terms of the Support Agreement.

## Name of Consenting Creditor:

ROFS Canada Ltd. (formerly Reliance OFS Canada Ltd.)

Dated: Ap

April 20, 2021.

Per:

Name: Ian Buchanan Title: General Counsel

I have the authority to bind the party named herein.

## **PLAN SUPPORT AGREEMENT**

THIS AGREEMENT is made as of April 20, 2021.

#### **RECITALS**

**WHEREAS** Calgary Oil & Gas Syndicate Group Ltd. ("COGL"), Calgary Oil and Gas Intercontinental Group Ltd., Calgary Oil and Syndicate Partners Ltd. and Petroworld Energy Ltd. and T5 SC Oil and Gas Limited Partnership (collectively, the "Petitioners") intend to propose a Plan of Reorganization and Compromise (the "Plan") pursuant to the Companies' Creditors Arrangement Act (the "CCAA" and the "CCAA Proceedings").

WHEREAS the Plan will be submitted, with the exception of holders of claims that fall under Section 5.1(2) of the CCAA and Crown Capital LP Partner Funding Inc., to the holders (the "Affected Creditors") of claims ("Affected Claims") for voting purposes at a meeting of the Affected Creditors (the "Creditors' Meeting") to be held in accordance with the Plan.

WHEREAS COGL and Spartan Delta Corp., a publicly traded company listed on the facilities of the TSX Venture Exchange, will be entering into a definitive agreement providing for a \$37,500,000 equity investment into COGL, which investment, in accordance with the Plan, is expected to result in recovery to the Affected Creditor of 65 to 70% of the value of the Affected Claim.

**WHEREAS** this support agreement (the "Agreement") confirms the support of the undersigned Holder of an Affected Claim (the "Consenting Creditor"), on the terms and conditions set out herein, for the Plan.

**WHEREAS**, the Consenting Creditor and the Petitioners are collectively referred to herein as the "Parties", and each of them as a "Party".

**NOW THEREFORE**, in consideration for the covenants and agreements set forth herein, and for other good and valuable consideration, the receipt of which are hereby acknowledged, the Parties hereby agree as follows.

# ARTICLE 1 REPRESENTATIONS AND WARRANTIES

### **1.1** Mutual Representations and Warranties

Each Party represents and warrants to and in favour of the other Parties that this Agreement has been duly executed and delivered by it and constitutes a valid and binding obligation of such Party enforceable against it in accordance with its terms, subject to bankruptcy, insolvency and other laws affecting the enforcement of creditors' rights generally.

## **1.2** Additional Representations and Warranties of the Consenting Creditor

The Consenting Creditor further represents and warrants to and in favour of the Petitioners that (i) it is either the legal and beneficial owner of, or has investment or voting discretion with respect to, the principal amount of the Affected Claim set forth in the confidential "Acknowledgement of Affected Claim" executed by such Consenting Creditor as at the date of this Agreement, the form of which is attached as <a href="Schedule">Schedule "A"</a>; and (ii) it has full power and

authority to vote on and consent to all matters concerning such Affected Claim and to otherwise perform its obligations hereunder in respect of such Affected Claim.

# ARTICLE 2 COVENANTS

### 2.1 Support for the Plan

- (1) So long as this Agreement shall remain in effect, and subject to the other terms and conditions of this Agreement, the Consenting Creditor agrees for itself and on behalf of the accounts within its control:
  - (a) cooperate with the BDO Canada Limited (the "Monitor") and the Petitioners in good faith to support the restructuring of the Petitioners in the manner contemplated by this Agreement and the Plan;
  - (b) support the Plan and use its commercially reasonable efforts upon the reasonable requests of the Monitor or the Petitioners to facilitate the approval, sanction and implementation of the Plan at the earliest practicable date;
  - (c) not pursue, propose, support or encourage the pursuit, proposal or support of any other restructuring or plan in respect of the Petitioners other than pursuant to the Plan (to the extent the Plan continues to apply to the Petitioners);
  - (d) refrain from doing anything or taking any action that would frustrate the purposes and intent of this Agreement and the restructuring contemplated by the Plan, including without limitation refraining from opposing any motions brought by the Monitor or the Petitioners in support of the Plan and the restructuring contemplated by the Plan, or bringing any motions, or supporting any motions brought by third parties, seeking relief that is not consistent with this Agreement and the restructuring contemplated by the Plan;
  - (e) promptly, upon receipt thereof, irrevocably submit its completed Form of Proxy to BDO Canada Limited, in its capacity as Monitor, designating Matti Lemmens, of the law firm Borden Ladner Gervais LLP, as nominee of the Consenting Creditor with power of substitution to:
    - (i) attend on behalf of and act for the Consenting Creditor at the Creditors' Meeting to be held in connection with the Plan, and at any adjournments thereof;
    - (ii) irrevocably vote the full amount of the Consenting Creditor's Affected Claim for approval of the Plan; and
  - (f) not sell, transfer, assign or permit the sale, transfer or assignment of, any of its Affected Claim, unless the transferee thereof agrees in writing for the benefit of the Parties hereto to be bound by this Agreement and the Plan and executes and delivers to the Parties a counterpart signature page of this Agreement. Any sale, transfer or assignment of an Affected Claim by a Consenting Creditor not in compliance with the requirements of this Article shall be void *ab initio*.

# ARTICLE 3 TERMINATION

### **3.1** Termination of this Agreement

This Agreement and the obligations of the Parties hereunder shall terminate upon the earliest to occur of (such earliest date being the "Expiry Date"): (a) written notice by a Party to the other Parties that (i) any court (including the Court of Queen's Bench of Alberta (the "Court")) has declared, in a final order not subject to appeal, this Agreement to be unenforceable; or (ii) the Plan is not approved following a vote by the necessary amount of creditors required under the CCAA or, if so approved, is not sanctioned by the Court and all appeals of such order have been exhausted; (b) implementation of the Plan; or (c) June 30, 2021.

# ARTICLE 4 MISCELLANEOUS

#### 4.1 Consideration

It is hereby acknowledged by the Parties hereto that no consideration shall be due or paid to the Consenting Creditor for its agreement to vote to accept the Plan in accordance with the terms and conditions of this Agreement, other than the Petitioners' commitment to use commercially reasonable efforts to obtain approval of the Plan by the requisite majorities of holders of Affected Claims and the Court in accordance with the terms and conditions of this Agreement.

## 4.2 Amendments, Waivers and Assignments

Any provision in this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by each of the Parties hereto, or in the case of a waiver, by the Party against whom the waiver is to be effective. No assignment of this Agreement or any provision hereof is effective without the prior written consent of the other Parties.

## 4.3 No Third Party Beneficiaries

This Agreement is solely for the benefit of the Parties and their respective heirs, executors, administrators, other legal representatives, successors and permitted assigns, and this Agreement will not be deemed to confer upon or give to any other person, entity or party any remedy, claim, liability, reimbursement, cause of action or other right.

### 4.4 Severability

If any term or other provision of this Agreement is found by a court of competent jurisdiction in the Province of Alberta, including the Court, be invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement as necessary so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the terms of this Agreement remain as originally contemplated to the fullest extent possible.

## 4.5 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein.

## 4.6 Headings

The headings of the sections, paragraphs and subsections of this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement.

## 4.7 Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same Agreement. Executed copies of this Agreement may be delivered by facsimile or email.

[Signature Page Follows]

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed and delivered by its duly authorized officer as of the date first written above.

CALGARY OIL & GAS SYNDICATE GROUP LTD.
ON ITS OWN BEHALF AND ON BEHALF OF
CALGARY OIL AND GAS INTERCONTINENTAL
GROUP LTD., CALGARY OIL AND SYNDICATE
PARTNERS LTD. AND PETROWORLD ENERGY
LTD. AND T5 SC OIL AND GAS LIMITED
PARTNERSHIP

Per:	
	Name: Title:
Schl	umberger Canada Limited
Per:	Mart O. Borns
	Name: Matthew D. Bryan Title: President

#### SCHEDULE "A"

### STRICTLY CONFIDENTIAL

#### **ACKNOWLEDGEMENT OF AFFECTED CLAIM**

TO:

CALGARY OIL & GAS SYNDICATE GROUP LTD., CALGARY OIL AND GAS INTERCONTINENTAL GROUP LTD., CALGARY OIL AND SYNDICATE PARTNERS LTD. AND PETROWORLD ENERGY LTD. AND T5 SC OIL AND

**GAS LIMITED PARTNERSHIP** 

RE:

Acknowledgment of Holdings of Affected Claim

**WHEREAS** the undersigned has entered into the Plan Support Agreement as of the date hereof regarding the principal terms of the restructuring of the Affected Claim pursuant to the Plan (the "Plan Support Agreement");

**WHEREAS** capitalized terms used herein but not defined have the meanings ascribed to them in the Plan Support Agreement;

WHEREAS the undersigned represents and warrants in the Plan Support Agreement that, as at the date of the Plan Support Agreement, it (or a client for which it has investment or voting authority) is a legal and beneficial holder of Affected Claim in the aggregate principal amount(s) set forth in an executed acknowledgment;

**NOW THEREFORE** pursuant to the Plan Support Agreement, the undersigned hereby acknowledges and confirms that, as at the date of the Plan Support Agreement, it (or a client for which it has investment or voting authority) is the holder of CDN\$207,321.73 aggregate principal amount of Affected Claim.

This Acknowledgement is delivered pursuant to the terms and conditions of the Plan Support Agreement and is hereby incorporated into and made subject to the terms of the Support Agreement.

Name of Consenting Creditor:

Schlumberger Canada Limited

Dated:

April 20, 2021.

Per:

Name: Matthew D. Bryan

Marc D. Brys

Title: President

I have the authority to bind the party named

herein.

#### **PLAN SUPPORT AGREEMENT**

THIS AGREEMENT is made as of April 19, 2021.

#### **RECITALS**

WHEREAS Calgary Oil & Gas Syndicate Group Ltd. ("COGL"), Calgary Oil and Gas Intercontinental Group Ltd., Calgary Oil and Syndicate Partners Ltd. and Petroworld Energy Ltd. and T5 SC Oil and Gas Limited Partnership (collectively, the "Petitioners") intend to propose a Plan of Reorganization and Compromise (the "Plan") pursuant to the Companies' Creditors Arrangement Act (the "CCAA" and the "CCAA Proceedings").

WHEREAS the Plan will be submitted, with the exception of holders of claims that fall under Section 5.1(2) of the CCAA and Crown Capital LP Partner Funding Inc., to the holders (the "Affected Creditors") of claims ("Affected Claims") for voting purposes at a meeting of the Affected Creditors (the "Creditors' Meeting") to be held in accordance with the Plan.

WHEREAS COGL and Spartan Delta Corp., a publicly traded company listed on the facilities of the TSX Venture Exchange, will be entering into a definitive agreement providing for a \$37,500,000 equity investment into COGL, which investment, in accordance with the Plan, is expected to result in recovery to the Affected Creditor of 65 to 70% of the value of the Affected Claim.

WHEREAS this support agreement (the "Agreement") confirms the support of the undersigned Holder of an Affected Claim (the "Consenting Creditor"), on the terms and conditions set out herein, for the Plan.

**WHEREAS**, the Consenting Creditor and the Petitioners are collectively referred to herein as the "Parties", and each of them as a "Party".

**NOW THEREFORE**, in consideration for the covenants and agreements set forth herein, and for other good and valuable consideration, the receipt of which are hereby acknowledged, the Parties hereby agree as follows.

# ARTICLE 1 REPRESENTATIONS AND WARRANTIES

## 1.1 Mutual Representations and Warranties

Each Party represents and warrants to and in favour of the other Parties that this Agreement has been duly executed and delivered by it and constitutes a valid and binding obligation of such Party enforceable against it in accordance with its terms, subject to bankruptcy, insolvency and other laws affecting the enforcement of creditors' rights generally.

#### **1.2** Additional Representations and Warranties of the Consenting Creditor

The Consenting Creditor further represents and warrants to and in favour of the Petitioners that (i) it is either the legal and beneficial owner of, or has investment or voting discretion with respect to, the principal amount of the Affected Claim set forth in the confidential "Acknowledgement of Affected Claim" executed by such Consenting Creditor as at the date of this Agreement, the form of which is attached as <u>Schedule "A"</u>; and (ii) it has full power and

authority to vote on and consent to all matters concerning such Affected Claim and to otherwise perform its obligations hereunder in respect of such Affected Claim.

# ARTICLE 2 COVENANTS

#### **2.1** Support for the Plan

- (1) So long as this Agreement shall remain in effect, and subject to the other terms and conditions of this Agreement, the Consenting Creditor agrees for itself and on behalf of the accounts within its control:
  - (a) cooperate with the BDO Canada Limited (the "Monitor") and the Petitioners in good faith to support the restructuring of the Petitioners in the manner contemplated by this Agreement and the Plan;
  - (b) support the Plan and use its commercially reasonable efforts upon the reasonable requests of the Monitor or the Petitioners to facilitate the approval, sanction and implementation of the Plan at the earliest practicable date;
  - (c) not pursue, propose, support or encourage the pursuit, proposal or support of any other restructuring or plan in respect of the Petitioners other than pursuant to the Plan (to the extent the Plan continues to apply to the Petitioners);
  - (d) refrain from doing anything or taking any action that would frustrate the purposes and intent of this Agreement and the restructuring contemplated by the Plan, including without limitation refraining from opposing any motions brought by the Monitor or the Petitioners in support of the Plan and the restructuring contemplated by the Plan, or bringing any motions, or supporting any motions brought by third parties, seeking relief that is not consistent with this Agreement and the restructuring contemplated by the Plan;
  - (e) promptly, upon receipt thereof, irrevocably submit its completed Form of Proxy to BDO Canada Limited, in its capacity as Monitor, designating Matti Lemmens, of the law firm Borden Ladner Gervais LLP, as nominee of the Consenting Creditor with power of substitution to:
    - (i) attend on behalf of and act for the Consenting Creditor at the Creditors' Meeting to be held in connection with the Plan, and at any adjournments thereof:
    - (ii) irrevocably vote the full amount of the Consenting Creditor's Affected Claim for approval of the Plan; and
  - (f) not sell, transfer, assign or permit the sale, transfer or assignment of, any of its Affected Claim, unless the transferee thereof agrees in writing for the benefit of the Parties hereto to be bound by this Agreement and the Plan and executes and delivers to the Parties a counterpart signature page of this Agreement. Any sale, transfer or assignment of an Affected Claim by a Consenting Creditor not in compliance with the requirements of this Article shall be void *ab initio*.

# ARTICLE 3 TERMINATION

## **3.1** Termination of this Agreement

This Agreement and the obligations of the Parties hereunder shall terminate upon the earliest to occur of (such earliest date being the "**Expiry Date**"): (a) written notice by a Party to the other Parties that (i) any court (including the Court of Queen's Bench of Alberta (the "**Court**")) has declared, in a final order not subject to appeal, this Agreement to be unenforceable; or (ii) the Plan is not approved following a vote by the necessary amount of creditors required under the CCAA or, if so approved, is not sanctioned by the Court and all appeals of such order have been exhausted; (b) implementation of the Plan; or (c) June 30, 2021.

# ARTICLE 4 MISCELLANEOUS

#### 4.1 Consideration

It is hereby acknowledged by the Parties hereto that no consideration shall be due or paid to the Consenting Creditor for its agreement to vote to accept the Plan in accordance with the terms and conditions of this Agreement, other than the Petitioners' commitment to use commercially reasonable efforts to obtain approval of the Plan by the requisite majorities of holders of Affected Claims and the Court in accordance with the terms and conditions of this Agreement.

### 4.2 Amendments, Waivers and Assignments

Any provision in this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by each of the Parties hereto, or in the case of a waiver, by the Party against whom the waiver is to be effective. No assignment of this Agreement or any provision hereof is effective without the prior written consent of the other Parties.

#### **4.3** No Third Party Beneficiaries

This Agreement is solely for the benefit of the Parties and their respective heirs, executors, administrators, other legal representatives, successors and permitted assigns, and this Agreement will not be deemed to confer upon or give to any other person, entity or party any remedy, claim, liability, reimbursement, cause of action or other right.

# 4.4 Severability

If any term or other provision of this Agreement is found by a court of competent jurisdiction in the Province of Alberta, including the Court, be invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement as necessary so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the terms of this Agreement remain as originally contemplated to the fullest extent possible.

### 4.5 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein.

### 4.6 Headings

The headings of the sections, paragraphs and subsections of this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement.

# 4.7 Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same Agreement. Executed copies of this Agreement may be delivered by facsimile or email.

[Signature Page Follows]

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed and delivered by its duly authorized officer as of the date first written above.

CALGARY OIL & GAS SYNDICATE GROUP LTD. ON ITS OWN BEHALF AND ON BEHALF OF CALGARY OIL AND GAS INTERCONTINENTAL GROUP LTD., CALGARY OIL AND SYNDICATE PARTNERS LTD. AND PETROWORLD ENERGY LTD. AND T5 SC OIL AND GAS LIMITED PARTNERSHIP

Per:					
•	Name: Title:				

# [INSERT NAME OF CREDITOR]

Per: TECTONIC ENERGY CONSULTING INC.

Name: JIM SEWERYN

Title: GENERAL MANAGER

#### **SCHEDULE "A"**

#### STRICTLY CONFIDENTIAL

#### **ACKNOWLEDGEMENT OF AFFECTED CLAIM**

TO:

CALGARY OIL & GAS SYNDICATE GROUP LTD., CALGARY OIL AND GAS INTERCONTINENTAL GROUP LTD., CALGARY OIL AND SYNDICATE PARTNERS LTD. AND PETROWORLD ENERGY LTD. AND T5 SC OIL AND

**GAS LIMITED PARTNERSHIP** 

RE:

Acknowledgment of Holdings of Affected Claim

**WHEREAS** the undersigned has entered into the Plan Support Agreement as of the date hereof regarding the principal terms of the restructuring of the Affected Claim pursuant to the Plan (the "Plan Support Agreement");

**WHEREAS** capitalized terms used herein but not defined have the meanings ascribed to them in the Plan Support Agreement;

WHEREAS the undersigned represents and warrants in the Plan Support Agreement that, as at the date of the Plan Support Agreement, it (or a client for which it has investment or voting authority) is a legal and beneficial holder of Affected Claim in the aggregate principal amount(s) set forth in an executed acknowledgment;

**NOW THEREFORE** pursuant to the Plan Support Agreement, the undersigned hereby acknowledges and confirms that, as at the date of the Plan Support Agreement, it (or a client for which it has investment or voting authority) is the holder of CDN\$40,875.40 aggregate principal amount of Affected Claim.

This Acknowledgement is delivered pursuant to the terms and conditions of the Plan Support Agreement and is hereby incorporated into and made subject to the terms of the Support Agreement.

#### Name of Consenting Creditor:

Dated: April 19, 2021.

Per: TECTONIC ENERGY CONSULTING INC.

Name: JIM SEWERYN Title: GENERAL MANAGER

I have the authority to bind the party named herein.

#### PLAN SUPPORT AGREEMENT

THIS AGREEMENT is made as of April 20, 2021.

#### **RECITALS**

WHEREAS Calgary Oil & Gas Syndicate Group Ltd. ("COGL"), Calgary Oil and Gas Intercontinental Group Ltd., Calgary Oil and Syndicate Partners Ltd. and Petroworld Energy Ltd. and T5 SC Oil and Gas Limited Partnership (collectively, the "Petitioners") intend to propose a Plan of Reorganization and Compromise (the "Plan") pursuant to the Companies' Creditors Arrangement Act (the "CCAA" and the "CCAA Proceedings").

WHEREAS the Plan will be submitted, with the exception of holders of claims that fall under Section 5.1(2) of the CCAA and Crown Capital LP Partner Funding Inc., to the holders (the "Affected Creditors") of claims ("Affected Claims") for voting purposes at a meeting of the Affected Creditors (the "Creditors' Meeting") to be held in accordance with the Plan.

WHEREAS COGL and Spartan Delta Corp., a publicly traded company listed on the facilities of the TSX Venture Exchange, will be entering into a definitive agreement providing for a \$37,500,000 equity investment into COGL, which investment, in accordance with the Plan, is expected to result in recovery to the Affected Creditor of 65 to 70% of the value of the Affected Claim.

**WHEREAS** this support agreement (the "Agreement") confirms the support of the undersigned Holder of an Affected Claim (the "Consenting Creditor"), on the terms and conditions set out herein, for the Plan.

**WHEREAS**, the Consenting Creditor and the Petitioners are collectively referred to herein as the "Parties", and each of them as a "Party".

**NOW THEREFORE**, in consideration for the covenants and agreements set forth herein, and for other good and valuable consideration, the receipt of which are hereby acknowledged, the Parties hereby agree as follows.

# ARTICLE 1 REPRESENTATIONS AND WARRANTIES

#### 1.1 Mutual Representations and Warranties

Each Party represents and warrants to and in favour of the other Parties that this Agreement has been duly executed and delivered by it and constitutes a valid and binding obligation of such Party enforceable against it in accordance with its terms, subject to bankruptcy, insolvency and other laws affecting the enforcement of creditors' rights generally.

# 1.2 Additional Representations and Warranties of the Consenting Creditor

The Consenting Creditor further represents and warrants to and in favour of the Petitioners that (i) it is either the legal and beneficial owner of, or has investment or voting discretion with respect to, the principal amount of the Affected Claim set forth in the confidential "Acknowledgement of Affected Claim" executed by such Consenting Creditor as at the date of this Agreement, the form of which is attached as <u>Schedule "A"</u>; and (ii) it has full power and

authority to vote on and consent to all matters concerning such Affected Claim and to otherwise perform its obligations hereunder in respect of such Affected Claim.

# ARTICLE 2 COVENANTS

#### **2.1** Support for the Plan

- (1) So long as this Agreement shall remain in effect, and subject to the other terms and conditions of this Agreement, the Consenting Creditor agrees for itself and on behalf of the accounts within its control:
  - (a) cooperate with the BDO Canada Limited (the "Monitor") and the Petitioners in good faith to support the restructuring of the Petitioners in the manner contemplated by this Agreement and the Plan;
  - (b) support the Plan and use its commercially reasonable efforts upon the reasonable requests of the Monitor or the Petitioners to facilitate the approval, sanction and implementation of the Plan at the earliest practicable date;
  - (c) not pursue, propose, support or encourage the pursuit, proposal or support of any other restructuring or plan in respect of the Petitioners other than pursuant to the Plan (to the extent the Plan continues to apply to the Petitioners);
  - (d) refrain from doing anything or taking any action that would frustrate the purposes and intent of this Agreement and the restructuring contemplated by the Plan, including without limitation refraining from opposing any motions brought by the Monitor or the Petitioners in support of the Plan and the restructuring contemplated by the Plan, or bringing any motions, or supporting any motions brought by third parties, seeking relief that is not consistent with this Agreement and the restructuring contemplated by the Plan;
  - (e) promptly, upon receipt thereof, irrevocably submit its completed Form of Proxy to BDO Canada Limited, in its capacity as Monitor, designating Matti Lemmens, of the law firm Borden Ladner Gervais LLP, as nominee of the Consenting Creditor with power of substitution to:
    - (i) attend on behalf of and act for the Consenting Creditor at the Creditors' Meeting to be held in connection with the Plan, and at any adjournments thereof:
    - (ii) irrevocably vote the full amount of the Consenting Creditor's Affected Claim for approval of the Plan; and
  - (f) not sell, transfer, assign or permit the sale, transfer or assignment of, any of its Affected Claim, unless the transferee thereof agrees in writing for the benefit of the Parties hereto to be bound by this Agreement and the Plan and executes and delivers to the Parties a counterpart signature page of this Agreement. Any sale, transfer or assignment of an Affected Claim by a Consenting Creditor not in compliance with the requirements of this Article shall be void *ab initio*.

# ARTICLE 3 TERMINATION

#### **3.1** Termination of this Agreement

This Agreement and the obligations of the Parties hereunder shall terminate upon the earliest to occur of (such earliest date being the "Expiry Date"): (a) written notice by a Party to the other Parties that (i) any court (including the Court of Queen's Bench of Alberta (the "Court")) has declared, in a final order not subject to appeal, this Agreement to be unenforceable; or (ii) the Plan is not approved following a vote by the necessary amount of creditors required under the CCAA or, if so approved, is not sanctioned by the Court and all appeals of such order have been exhausted; (b) implementation of the Plan; or (c) June 30, 2021.

# ARTICLE 4 MISCELLANEOUS

#### 4.1 Consideration

It is hereby acknowledged by the Parties hereto that no consideration shall be due or paid to the Consenting Creditor for its agreement to vote to accept the Plan in accordance with the terms and conditions of this Agreement, other than the Petitioners' commitment to use commercially reasonable efforts to obtain approval of the Plan by the requisite majorities of holders of Affected Claims and the Court in accordance with the terms and conditions of this Agreement.

### 4.2 Amendments, Waivers and Assignments

Any provision in this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by each of the Parties hereto, or in the case of a waiver, by the Party against whom the waiver is to be effective. No assignment of this Agreement or any provision hereof is effective without the prior written consent of the other Parties.

#### 4.3 No Third Party Beneficiaries

This Agreement is solely for the benefit of the Parties and their respective heirs, executors, administrators, other legal representatives, successors and permitted assigns, and this Agreement will not be deemed to confer upon or give to any other person, entity or party any remedy, claim, liability, reimbursement, cause of action or other right.

### 4.4 Severability

If any term or other provision of this Agreement is found by a court of competent jurisdiction in the Province of Alberta, including the Court, be invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement as necessary so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the terms of this Agreement remain as originally contemplated to the fullest extent possible.

### 4.5 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein.

#### 4.6 Headings

The headings of the sections, paragraphs and subsections of this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement.

### 4.7 Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same Agreement. Executed copies of this Agreement may be delivered by facsimile or email.

[Signature Page Follows]

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed and delivered by its duly authorized officer as of the date first written above.

CALGARY OIL & GAS SYNDICATE GROUP LTD. ON ITS OWN BEHALF AND ON BEHALF OF CALGARY OIL AND GAS INTERCONTINENTAL GROUP LTD., CALGARY OIL AND SYNDICATE PARTNERS LTD. AND PETROWORLD ENERGY LTD. AND T5 SC OIL AND GAS LIMITED PARTNERSHIP

Per:				
	Name: Title:			

**Tervita Corporation** 

Per:

Name: Taki Tsougrianis

Title: Director Business Development

#### **SCHEDULE "A"**

### STRICTLY CONFIDENTIAL

#### ACKNOWLEDGEMENT OF AFFECTED CLAIM

TO:

CALGARY OIL & GAS SYNDICATE GROUP LTD., CALGARY OIL AND GAS INTERCONTINENTAL GROUP LTD., CALGARY OIL AND SYNDICATE PARTNERS LTD. AND PETROWORLD ENERGY LTD. AND T5 SC OIL AND **GAS LIMITED PARTNERSHIP** 

RE:

Acknowledgment of Holdings of Affected Claim

WHEREAS the undersigned has entered into the Plan Support Agreement as of the date hereof regarding the principal terms of the restructuring of the Affected Claim pursuant to the Plan (the "Plan Support Agreement");

WHEREAS capitalized terms used herein but not defined have the meanings ascribed to them in the Plan Support Agreement:

WHEREAS the undersigned represents and warrants in the Plan Support Agreement that, as at the date of the Plan Support Agreement, it (or a client for which it has investment or voting authority) is a legal and beneficial holder of Affected Claim in the aggregate principal amount(s) set forth in an executed acknowledgment;

NOW THEREFORE pursuant to the Plan Support Agreement, the undersigned hereby acknowledges and confirms that, as at the date of the Plan Support Agreement, it (or a client for which it has investment or voting authority) is the holder of CDN\$39,094.80 aggregate principal amount of Affected Claim.

This Acknowledgement is delivered pursuant to the terms and conditions of the Plan Support Agreement and is hereby incorporated into and made subject to the terms of the Support Agreement.

Name of Consenting Creditor:

**Tervita Corporation** 

Dated: April 20, 2021.

Name: Taki Tsougrianis

Title: Director Business Development

I have the authority to bind the party named

herein.

#### PLAN SUPPORT AGREEMENT

**THIS AGREEMENT** is made as of April  $2 \circ$ , 2021.

#### **RECITALS**

WHEREAS Calgary Oil & Gas Syndicate Group Ltd. ("COGL"), Calgary Oil and Gas Intercontinental Group Ltd., Calgary Oil and Syndicate Partners Ltd. and Petroworld Energy Ltd. and T5 SC Oil and Gas Limited Partnership (collectively, the "Petitioners") intend to propose a Plan of Reorganization and Compromise (the "Plan") pursuant to the Companies' Creditors Arrangement Act (the "CCAA" and the "CCAA Proceedings").

WHEREAS the Plan will be submitted, with the exception of holders of claims that fall under Section 5.1(2) of the CCAA and Crown Capital LP Partner Funding Inc., to the holders (the "Affected Creditors") of claims ("Affected Claims") for voting purposes at a meeting of the Affected Creditors (the "Creditors' Meeting") to be held in accordance with the Plan.

WHEREAS COGL and Spartan Delta Corp., a publicly traded company listed on the facilities of the TSX Venture Exchange, will be entering into a definitive agreement providing for a \$37,500,000 equity investment into COGL, which investment, in accordance with the Plan, is expected to result in recovery to the Affected Creditor of 65 to 70% of the value of the Affected Claim.

WHEREAS this support agreement (the "Agreement") confirms the support of the undersigned Holder of an Affected Claim (the "Consenting Creditor"), on the terms and conditions set out herein, for the Plan.

**WHEREAS**, the Consenting Creditor and the Petitioners are collectively referred to herein as the "Parties", and each of them as a "Party".

**NOW THEREFORE**, in consideration for the covenants and agreements set forth herein, and for other good and valuable consideration, the receipt of which are hereby acknowledged, the Parties hereby agree as follows.

# ARTICLE 1 REPRESENTATIONS AND WARRANTIES

#### 1.1 Mutual Representations and Warranties

Each Party represents and warrants to and in favour of the other Parties that this Agreement has been duly executed and delivered by it and constitutes a valid and binding obligation of such Party enforceable against it in accordance with its terms, subject to bankruptcy, insolvency and other laws affecting the enforcement of creditors' rights generally.

## 1.2 Additional Representations and Warranties of the Consenting Creditor

The Consenting Creditor further represents and warrants to and in favour of the Petitioners that (i) it is either the legal and beneficial owner of, or has investment or voting discretion with respect to, the principal amount of the Affected Claim set forth in the confidential "Acknowledgement of Affected Claim" executed by such Consenting Creditor as at the date of this Agreement, the form of which is attached as Schedule "A"; and (ii) it has full power and

#### **SCHEDULE "A"**

#### STRICTLY CONFIDENTIAL

#### **ACKNOWLEDGEMENT OF AFFECTED CLAIM**

TO:

CALGARY OIL & GAS SYNDICATE GROUP LTD., CALGARY OIL AND GAS INTERCONTINENTAL GROUP LTD., CALGARY OIL AND SYNDICATE PARTNERS LTD. AND PETROWORLD ENERGY LTD. AND T5 SC OIL AND **GAS LIMITED PARTNERSHIP** 

RE:

Acknowledgment of Holdings of Affected Claim

WHEREAS the undersigned has entered into the Plan Support Agreement as of the date hereof regarding the principal terms of the restructuring of the Affected Claim pursuant to the Plan (the "Plan Support Agreement");

WHEREAS capitalized terms used herein but not defined have the meanings ascribed to them in the Plan Support Agreement;

WHEREAS the undersigned represents and warrants in the Plan Support Agreement that, as at the date of the Plan Support Agreement, it (or a client for which it has investment or voting authority) is a legal and beneficial holder of Affected Claim in the aggregate principal amount(s) set forth in an executed acknowledgment;

NOW THEREFORE pursuant to the Plan Support Agreement, the undersigned hereby acknowledges and confirms that, as at the date of the Plan Support Agreement, it (or a client for which it has investment or voting authority) is the holder of CDN\$ 32, 812.12 aggregate principal amount of Affected Claim.

This Acknowledgement is delivered pursuant to the terms and conditions of the Plan Support Agreement and is hereby incorporated into and made subject to the terms of the Support Agreement.

Name of Consenting Creditor:

Dated: (April 20, 2021.

I have the authority to bind the party named herein.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed and delivered by its duly authorized officer as of the date first written above.

CALGARY OIL & GAS SYNDICATE GROUP LTD.
ON ITS OWN BEHALF AND ON BEHALF OF
CALGARY OIL AND GAS INTERCONTINENTAL
GROUP LTD., CALGARY OIL AND SYNDICATE
PARTNERS LTD. AND PETROWORLD ENERGY
LTD. AND T5 SC OIL AND GAS LIMITED
PARTNERSHIP

Per:		
Name:		
Title:		

[INSERT NAME OF CREDITOR]

Per: TYKANS 25tems LtD Name: Beny May.

Title: 1260 N e

#### PLAN SUPPORT AGREEMENT

THIS AGREEMENT is made as of April 20\_, 2021.

#### **RECITALS**

WHEREAS Calgary Oil & Gas Syndicate Group Ltd. ("COGL"), Calgary Oil and Gas Intercontinental Group Ltd., Calgary Oil and Syndicate Partners Ltd. and Petroworld Energy Ltd. and T5 SC Oil and Gas Limited Partnership (collectively, the "Petitioners") intend to propose a Plan of Reorganization and Compromise (the "Plan") pursuant to the Companies' Creditors Arrangement Act (the "CCAA" and the "CCAA Proceedings").

WHEREAS the Plan will be submitted, with the exception of holders of claims that fall under Section 5.1(2) of the CCAA and Crown Capital LP Partner Funding Inc., to the holders (the "Affected Creditors") of claims ("Affected Claims") for voting purposes at a meeting of the Affected Creditors (the "Creditors' Meeting") to be held in accordance with the Plan.

WHEREAS COGL and Spartan Delta Corp., a publicly traded company listed on the facilities of the TSX Venture Exchange, will be entering into a definitive agreement providing for a \$37,500,000 equity investment into COGL, which investment, in accordance with the Plan, is expected to result in recovery to the Affected Creditor of 65 to 70% of the value of the Affected Claim.

WHEREAS this support agreement (the "Agreement") confirms the support of the undersigned Holder of an Affected Claim (the "Consenting Creditor"), on the terms and conditions set out herein, for the Plan.

**WHEREAS**, the Consenting Creditor and the Petitioners are collectively referred to herein as the "Parties", and each of them as a "Party".

**NOW THEREFORE**, in consideration for the covenants and agreements set forth herein, and for other good and valuable consideration, the receipt of which are hereby acknowledged, the Parties hereby agree as follows.

# ARTICLE 1 REPRESENTATIONS AND WARRANTIES

#### 1.1 Mutual Representations and Warranties

Each Party represents and warrants to and in favour of the other Parties that this Agreement has been duly executed and delivered by it and constitutes a valid and binding obligation of such Party enforceable against it in accordance with its terms, subject to bankruptcy, insolvency and other laws affecting the enforcement of creditors' rights generally.

# 1.2 Additional Representations and Warranties of the Consenting Creditor

The Consenting Creditor further represents and warrants to and in favour of the Petitioners that (i) it is either the legal and beneficial owner of, or has investment or voting discretion with respect to, the principal amount of the Affected Claim set forth in the confidential "Acknowledgement of Affected Claim" executed by such Consenting Creditor as at the date of this Agreement, the form of which is attached as <u>Schedule "A"</u>; and (ii) it has full power and

authority to vote on and consent to all matters concerning such Affected Claim and to otherwise perform its obligations hereunder in respect of such Affected Claim.

# ARTICLE 2 COVENANTS

- 2.1 Support for the Plan
- (1) So long as this Agreement shall remain in effect, and subject to the other terms and conditions of this Agreement, the Consenting Creditor agrees for itself and on behalf of the accounts within its control:
  - (a) cooperate with the BDO Canada Limited (the "Monitor") and the Petitioners in good faith to support the restructuring of the Petitioners in the manner contemplated by this Agreement and the Plan;
  - (b) support the Plan and use its commercially reasonable efforts upon the reasonable requests of the Monitor or the Petitioners to facilitate the approval, sanction and implementation of the Plan at the earliest practicable date;
  - (c) not pursue, propose, support or encourage the pursuit, proposal or support of any other restructuring or plan in respect of the Petitioners other than pursuant to the Plan (to the extent the Plan continues to apply to the Petitioners);
  - refrain from doing anything or taking any action that would frustrate the purposes and intent of this Agreement and the restructuring contemplated by the Plan, including without limitation refraining from opposing any motions brought by the Monitor or the Petitioners in support of the Plan and the restructuring contemplated by the Plan, or bringing any motions, or supporting any motions brought by third parties, seeking relief that is not consistent with this Agreement and the restructuring contemplated by the Plan;
  - (e) promptly, upon receipt thereof, irrevocably submit its completed Form of Proxy to BDO Canada Limited, in its capacity as Monitor, designating Matti Lemmens, of the law firm Borden Ladner Gervais LLP, as nominee of the Consenting Creditor with power of substitution to:
    - (i) attend on behalf of and act for the Consenting Creditor at the Creditors' Meeting to be held in connection with the Plan, and at any adjournments thereof;
    - (ii) irrevocably vote the full amount of the Consenting Creditor's Affected Claim for approval of the Plan; and
  - (f) not sell, transfer, assign or permit the sale, transfer or assignment of, any of its Affected Claim, unless the transferee thereof agrees in writing for the benefit of the Parties hereto to be bound by this Agreement and the Plan and executes and delivers to the Parties a counterpart signature page of this Agreement. Any sale, transfer or assignment of an Affected Claim by a Consenting Creditor not in compliance with the requirements of this Article shall be void *ab initio*.

# ARTICLE 3 TERMINATION

# 3.1 Termination of this Agreement

This Agreement and the obligations of the Parties hereunder shall terminate upon the earliest to occur of (such earliest date being the "Expiry Date"): (a) written notice by a Party to the other Parties that (i) any court (including the Court of Queen's Bench of Alberta (the "Court")) has declared, in a final order not subject to appeal, this Agreement to be unenforceable; or (ii) the Plan is not approved following a vote by the necessary amount of creditors required under the CCAA or, if so approved, is not sanctioned by the Court and all appeals of such order have been exhausted; (b) implementation of the Plan; or (c) June 30, 2021.

# ARTICLE 4 MISCELLANEOUS

#### 4.1 Consideration

It is hereby acknowledged by the Parties hereto that no consideration shall be due or paid to the Consenting Creditor for its agreement to vote to accept the Plan in accordance with the terms and conditions of this Agreement, other than the Petitioners' commitment to use commercially reasonable efforts to obtain approval of the Plan by the requisite majorities of holders of Affected Claims and the Court in accordance with the terms and conditions of this Agreement.

### **4.2** Amendments, Waivers and Assignments

Any provision in this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by each of the Parties hereto, or in the case of a waiver, by the Party against whom the waiver is to be effective. No assignment of this Agreement or any provision hereof is effective without the prior written consent of the other Parties.

#### 4.3 No Third Party Beneficiaries

This Agreement is solely for the benefit of the Parties and their respective heirs, executors, administrators, other legal representatives, successors and permitted assigns, and this Agreement will not be deemed to confer upon or give to any other person, entity or party any remedy, claim, liability, reimbursement, cause of action or other right.

## 4.4 Severability

If any term or other provision of this Agreement is found by a court of competent jurisdiction in the Province of Alberta, including the Court, be invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement as necessary so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the terms of this Agreement remain as originally contemplated to the fullest extent possible.

# 4.5 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein.

### 4.6 Headings

The headings of the sections, paragraphs and subsections of this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement.

### 4.7 Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same Agreement. Executed copies of this Agreement may be delivered by facsimile or email.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered by its duly authorized officer as of the date first written above.

> CALGARY OIL & GAS SYNDICATE GROUP LTD. ON ITS OWN BEHALF AND ON BEHALF OF **CALGARY OIL AND GAS INTERCONTINENTAL** GROUP LTD., CALGARY OIL AND SYNDICATE PARTNERS LTD. AND PETROWORLD ENERGY LTD. AND T5 SC OIL AND GAS LIMITED **PARTNERSHIP**

er:		,			
	Name:				
	Title:				

**VERSATILE ENERGY SERVICES LTD.** 

Per:

Name: Mike Henderson Title: General Managar

#### **SCHEDULE "A"**

#### STRICTLY CONFIDENTIAL

# ACKNOWLEDGEMENT OF AFFECTED CLAIM

TO:

CALGARY OIL & GAS SYNDICATE GROUP LTD., CALGARY OIL AND GAS INTERCONTINENTAL GROUP LTD., CALGARY OIL AND SYNDICATE PARTNERS LTD. AND PETROWORLD ENERGY LTD. AND T5 SC OIL AND GAS LIMITED PARTNERSHIP

RE:

Acknowledgment of Holdings of Affected Claim

WHEREAS the undersigned has entered into the Plan Support Agreement as of the date hereof regarding the principal terms of the restructuring of the Affected Claim pursuant to the Plan (the "Plan Support Agreement");

WHEREAS capitalized terms used herein but not defined have the meanings ascribed to them in the Plan Support Agreement;

WHEREAS the undersigned represents and warrants in the Plan Support Agreement that, as at the date of the Plan Support Agreement, it (or a client for which it has investment or voting authority) is a legal and beneficial holder of Affected Claim in the aggregate principal amount(s) set forth in an executed acknowledgment;

NOW THEREFORE pursuant to the Plan Support Agreement, the undersigned hereby acknowledges and confirms that, as at the date of the Plan Support Agreement, it (or a client for which it has investment or voting authority) is the holder of CDN \$40,503.66 aggregate principal amount of Affected Claim.

This Acknowledgement is delivered pursuant to the terms and conditions of the Plan Support Agreement and is hereby incorporated into and made subject to the terms of the Support Agreement.

Name of Consenting Creditor:

VERSATILE ENERGY SERVICES LTD.

Dated:

April 20, 2021.

Name: Mike Henderson

Title: Greneral Manager

I have the authority to bind the party named

herein.

Per:

### **PLAN SUPPORT AGREEMENT**

THIS AGREEMENT is made as of April , 2021.

#### **RECITALS**

WHEREAS Calgary Oil & Gas Syndicate Group Ltd. ("COGL"), Calgary Oil and Gas Intercontinental Group Ltd., Calgary Oil and Syndicate Partners Ltd. and Petroworld Energy Ltd. and T5 SC Oil and Gas Limited Partnership (collectively, the "Petitioners") intend to propose a Plan of Reorganization and Compromise (the "Plan") pursuant to the Companies' Creditors Arrangement Act (the "CCAA" and the "CCAA Proceedings").

WHEREAS the Plan will be submitted, with the exception of holders of claims that fall under Section 5.1(2) of the CCAA and Crown Capital LP Partner Funding Inc., to the holders (the "Affected Creditors") of claims ("Affected Claims") for voting purposes at a meeting of the Affected Creditors (the "Creditors' Meeting") to be held in accordance with the Plan.

WHEREAS COGL and Spartan Delta Corp., a publicly traded company listed on the facilities of the TSX Venture Exchange, will be entering into a definitive agreement providing for a \$37,500,000 equity investment into COGL, which investment, in accordance with the Plan, is expected to result in recovery to the Affected Creditor of 65 to 70% of the value of the Affected Claim.

WHEREAS this support agreement (the "Agreement") confirms the support of the undersigned Holder of an Affected Claim (the "Consenting Creditor"), on the terms and conditions set out herein, for the Plan.

**WHEREAS**, the Consenting Creditor and the Petitioners are collectively referred to herein as the "Parties", and each of them as a "Party".

**NOW THEREFORE**, in consideration for the covenants and agreements set forth herein, and for other good and valuable consideration, the receipt of which are hereby acknowledged, the Parties hereby agree as follows.

# ARTICLE 1 REPRESENTATIONS AND WARRANTIES

# 1.1 Mutual Representations and Warranties

Each Party represents and warrants to and in favour of the other Parties that this Agreement has been duly executed and delivered by it and constitutes a valid and binding obligation of such Party enforceable against it in accordance with its terms, subject to bankruptcy, insolvency and other laws affecting the enforcement of creditors' rights generally.

# 1.2 Additional Representations and Warranties of the Consenting Creditor

The Consenting Creditor further represents and warrants to and in favour of the Petitioners that (i) it is either the legal and beneficial owner of, or has investment or voting discretion with respect to, the principal amount of the Affected Claim set forth in the confidential "Acknowledgement of Affected Claim" executed by such Consenting Creditor as at the date of this Agreement, the form of which is attached as <u>Schedule "A"</u>; and (ii) it has full power and

authority to vote on and consent to all matters concerning such Affected Claim and to otherwise perform its obligations hereunder in respect of such Affected Claim.

# ARTICLE 2 COVENANTS

#### 2.1 Support for the Plan

- (1) So long as this Agreement shall remain in effect, and subject to the other terms and conditions of this Agreement, the Consenting Creditor agrees for itself and on behalf of the accounts within its control:
  - (a) cooperate with the BDO Canada Limited (the "Monitor") and the Petitioners in good faith to support the restructuring of the Petitioners in the manner contemplated by this Agreement and the Plan;
  - (b) support the Plan and use its commercially reasonable efforts upon the reasonable requests of the Monitor or the Petitioners to facilitate the approval, sanction and implementation of the Plan at the earliest practicable date;
  - (c) not pursue, propose, support or encourage the pursuit, proposal or support of any other restructuring or plan in respect of the Petitioners other than pursuant to the Plan (to the extent the Plan continues to apply to the Petitioners);
  - refrain from doing anything or taking any action that would frustrate the purposes and intent of this Agreement and the restructuring contemplated by the Plan, including without limitation refraining from opposing any motions brought by the Monitor or the Petitioners in support of the Plan and the restructuring contemplated by the Plan, or bringing any motions, or supporting any motions brought by third parties, seeking relief that is not consistent with this Agreement and the restructuring contemplated by the Plan;
  - (e) promptly, upon receipt thereof, irrevocably submit its completed Form of Proxy to BDO Canada Limited, in its capacity as Monitor, designating Matti Lemmens, of the law firm Borden Ladner Gervais LLP, as nominee of the Consenting Creditor with power of substitution to:
    - (i) attend on behalf of and act for the Consenting Creditor at the Creditors' Meeting to be held in connection with the Plan, and at any adjournments thereof;
    - (ii) irrevocably vote the full amount of the Consenting Creditor's Affected Claim for approval of the Plan; and
  - (f) not sell, transfer, assign or permit the sale, transfer or assignment of, any of its Affected Claim, unless the transferee thereof agrees in writing for the benefit of the Parties hereto to be bound by this Agreement and the Plan and executes and delivers to the Parties a counterpart signature page of this Agreement. Any sale, transfer or assignment of an Affected Claim by a Consenting Creditor not in compliance with the requirements of this Article shall be void *ab initio*.

# ARTICLE 3 TERMINATION

#### 3.1 Termination of this Agreement

This Agreement and the obligations of the Parties hereunder shall terminate upon the earliest to occur of (such earliest date being the "Expiry Date"): (a) written notice by a Party to the other Parties that (i) any court (including the Court of Queen's Bench of Alberta (the "Court")) has declared, in a final order not subject to appeal, this Agreement to be unenforceable; or (ii) the Plan is not approved following a vote by the necessary amount of creditors required under the CCAA or, if so approved, is not sanctioned by the Court and all appeals of such order have been exhausted; (b) implementation of the Plan; or (c) June 30, 2021.

# ARTICLE 4 MISCELLANEOUS

#### 4.1 Consideration

It is hereby acknowledged by the Parties hereto that no consideration shall be due or paid to the Consenting Creditor for its agreement to vote to accept the Plan in accordance with the terms and conditions of this Agreement, other than the Petitioners' commitment to use commercially reasonable efforts to obtain approval of the Plan by the requisite majorities of holders of Affected Claims and the Court in accordance with the terms and conditions of this Agreement.

# 4.2 Amendments, Waivers and Assignments

Any provision in this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by each of the Parties hereto, or in the case of a waiver, by the Party against whom the waiver is to be effective. No assignment of this Agreement or any provision hereof is effective without the prior written consent of the other Parties.

### 4.3 No Third Party Beneficiaries

This Agreement is solely for the benefit of the Parties and their respective heirs, executors, administrators, other legal representatives, successors and permitted assigns, and this Agreement will not be deemed to confer upon or give to any other person, entity or party any remedy, claim, liability, reimbursement, cause of action or other right.

#### 4.4 Severability

If any term or other provision of this Agreement is found by a court of competent jurisdiction in the Province of Alberta, including the Court, be invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement as necessary so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the terms of this Agreement remain as originally contemplated to the fullest extent possible.

### 4.5 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein.

#### 4.6 Headings

The headings of the sections, paragraphs and subsections of this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement.

### 4.7 Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same Agreement. Executed copies of this Agreement may be delivered by facsimile or email.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered by its duly authorized officer as of the date first written above.

> CALGARY OIL & GAS SYNDICATE GROUP LTD. ON ITS OWN BEHALF AND ON BEHALF OF CALGARY OIL AND GAS INTERCONTINENTAL GROUP LTD., CALGARY OIL AND SYNDICATE PARTNERS LTD. AND PETROWORLD ENERGY LTD. AND T5 SC OIL AND GAS LIMITED **PARTNERSHIP**

Per:			
	Name:		
	Title:		

Waste Treatment Solutions Ltd.

Name: Kurtis Lively Title: CFO

#### **SCHEDULE "A"**

#### STRICTLY CONFIDENTIAL

#### **ACKNOWLEDGEMENT OF AFFECTED CLAIM**

TO:

CALGARY OIL & GAS SYNDICATE GROUP LTD., CALGARY OIL AND GAS INTERCONTINENTAL GROUP LTD., CALGARY OIL AND SYNDICATE PARTNERS LTD. AND PETROWORLD ENERGY LTD. AND T5 SC OIL AND GAS LIMITED PARTNERSHIP

RE:

Acknowledgment of Holdings of Affected Claim

WHEREAS the undersigned has entered into the Plan Support Agreement as of the date hereof regarding the principal terms of the restructuring of the Affected Claim pursuant to the Plan (the "Plan Support Agreement");

**WHEREAS** capitalized terms used herein but not defined have the meanings ascribed to them in the Plan Support Agreement;

WHEREAS the undersigned represents and warrants in the Plan Support Agreement that, as at the date of the Plan Support Agreement, it (or a client for which it has investment or voting authority) is a legal and beneficial holder of Affected Claim in the aggregate principal amount(s) set forth in an executed acknowledgment;

**NOW THEREFORE** pursuant to the Plan Support Agreement, the undersigned hereby acknowledges and confirms that, as at the date of the Plan Support Agreement, it (or a client for which it has investment or voting authority) is the holder of CDN \$43,852.95 aggregate principal amount of Affected Claim.

This Acknowledgement is delivered pursuant to the terms and conditions of the Plan Support Agreement and is hereby incorporated into and made subject to the terms of the Support Agreement.

#### Name of Consenting Creditor:

Waste Treatment Solutions Ltd.

Dated: April 19, 2021.

Per: Name: Kurtis Lively

Title: CFO

I have the authority to bind the party named herein.

### PLAN SUPPORT AGREEMENT

THIS AGREEMENT is made as of April 20, 2021.

#### **RECITALS**

WHEREAS Calgary Oil & Gas Syndicate Group Ltd. ("COGL"), Calgary Oil and Gas Intercontinental Group Ltd., Calgary Oil and Syndicate Partners Ltd. and Petroworld Energy Ltd. and T5 SC Oil and Gas Limited Partnership (collectively, the "Petitioners") intend to propose a Plan of Reorganization and Compromise (the "Plan") pursuant to the Companies' Creditors Arrangement Act (the "CCAA" and the "CCAA Proceedings").

WHEREAS the Plan will be submitted, with the exception of holders of claims that fall under Section 5.1(2) of the CCAA and Crown Capital LP Partner Funding Inc., to the holders (the "Affected Creditors") of claims ("Affected Claims") for voting purposes at a meeting of the Affected Creditors (the "Creditors' Meeting") to be held in accordance with the Plan.

**WHEREAS** COGL and Spartan Delta Corp., a publicly traded company listed on the facilities of the TSX Venture Exchange, will be entering into a definitive agreement providing for a \$37,500,000 equity investment into COGL, which investment, in accordance with the Plan, is expected to result in recovery to the Affected Creditor of 65 to 70% of the value of the Affected Claim.

WHEREAS this support agreement (the "Agreement") confirms the support of the undersigned Holder of an Affected Claim (the "Consenting Creditor"), on the terms and conditions set out herein, for the Plan.

**WHEREAS**, the Consenting Creditor and the Petitioners are collectively referred to herein as the "Parties", and each of them as a "Party".

**NOW THEREFORE**, in consideration for the covenants and agreements set forth herein, and for other good and valuable consideration, the receipt of which are hereby acknowledged, the Parties hereby agree as follows.

# ARTICLE 1 REPRESENTATIONS AND WARRANTIES

### **1.1** Mutual Representations and Warranties

Each Party represents and warrants to and in favour of the other Parties that this Agreement has been duly executed and delivered by it and constitutes a valid and binding obligation of such Party enforceable against it in accordance with its terms, subject to bankruptcy, insolvency and other laws affecting the enforcement of creditors' rights generally.

# 1.2 Additional Representations and Warranties of the Consenting Creditor

The Consenting Creditor further represents and warrants to and in favour of the Petitioners that (i) it is either the legal and beneficial owner of, or has investment or voting discretion with respect to, the principal amount of the Affected Claim set forth in the confidential "Acknowledgement of Affected Claim" executed by such Consenting Creditor as at the date of this Agreement, the form of which is attached as <u>Schedule "A"</u>; and (ii) it has full power and

authority to vote on and consent to all matters concerning such Affected Claim and to otherwise perform its obligations hereunder in respect of such Affected Claim.

# ARTICLE 2 COVENANTS

#### 2.1 Support for the Plan

- (1) So long as this Agreement shall remain in effect, and subject to the other terms and conditions of this Agreement, the Consenting Creditor agrees for itself and on behalf of the accounts within its control:
  - (a) cooperate with the BDO Canada Limited (the "**Monitor**") and the Petitioners in good faith to support the restructuring of the Petitioners in the manner contemplated by this Agreement and the Plan;
  - (b) support the Plan and use its commercially reasonable efforts upon the reasonable requests of the Monitor or the Petitioners to facilitate the approval, sanction and implementation of the Plan at the earliest practicable date;
  - (c) not pursue, propose, support or encourage the pursuit, proposal or support of any other restructuring or plan in respect of the Petitioners other than pursuant to the Plan (to the extent the Plan continues to apply to the Petitioners);
  - (d) refrain from doing anything or taking any action that would frustrate the purposes and intent of this Agreement and the restructuring contemplated by the Plan, including without limitation refraining from opposing any motions brought by the Monitor or the Petitioners in support of the Plan and the restructuring contemplated by the Plan, or bringing any motions, or supporting any motions brought by third parties, seeking relief that is not consistent with this Agreement and the restructuring contemplated by the Plan;
  - (e) promptly, upon receipt thereof, irrevocably submit its completed Form of Proxy to BDO Canada Limited, in its capacity as Monitor, designating Matti Lemmens, of the law firm Borden Ladner Gervais LLP, as nominee of the Consenting Creditor with power of substitution to:
    - (i) attend on behalf of and act for the Consenting Creditor at the Creditors' Meeting to be held in connection with the Plan, and at any adjournments thereof;
    - (ii) irrevocably vote the full amount of the Consenting Creditor's Affected Claim for approval of the Plan; and
  - (f) not sell, transfer, assign or permit the sale, transfer or assignment of, any of its Affected Claim, unless the transferee thereof agrees in writing for the benefit of the Parties hereto to be bound by this Agreement and the Plan and executes and delivers to the Parties a counterpart signature page of this Agreement. Any sale, transfer or assignment of an Affected Claim by a Consenting Creditor not in compliance with the requirements of this Article shall be void ab initio.

# ARTICLE 3 TERMINATION

# 3.1 Termination of this Agreement

This Agreement and the obligations of the Parties hereunder shall terminate upon the earliest to occur of (such earliest date being the "Expiry Date"): (a) written notice by a Party to the other Parties that (i) any court (including the Court of Queen's Bench of Alberta (the "Court")) has declared, in a final order not subject to appeal, this Agreement to be unenforceable; or (ii) the Plan is not approved following a vote by the necessary amount of creditors required under the CCAA or, if so approved, is not sanctioned by the Court and all appeals of such order have been exhausted; (b) implementation of the Plan; or (c) June 30, 2021.

# ARTICLE 4 MISCELLANEOUS

#### 4.1 Consideration

It is hereby acknowledged by the Parties hereto that no consideration shall be due or paid to the Consenting Creditor for its agreement to vote to accept the Plan in accordance with the terms and conditions of this Agreement, other than the Petitioners' commitment to use commercially reasonable efforts to obtain approval of the Plan by the requisite majorities of holders of Affected Claims and the Court in accordance with the terms and conditions of this Agreement.

### 4.2 Amendments, Waivers and Assignments

Any provision in this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by each of the Parties hereto, or in the case of a waiver, by the Party against whom the waiver is to be effective. No assignment of this Agreement or any provision hereof is effective without the prior written consent of the other Parties.

### 4.3 No Third Party Beneficiaries

This Agreement is solely for the benefit of the Parties and their respective heirs, executors, administrators, other legal representatives, successors and permitted assigns, and this Agreement will not be deemed to confer upon or give to any other person, entity or party any remedy, claim, liability, reimbursement, cause of action or other right.

### 4.4 Severability

If any term or other provision of this Agreement is found by a court of competent jurisdiction in the Province of Alberta, including the Court, be invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement as necessary so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the terms of this Agreement remain as originally contemplated to the fullest extent possible.

### 4.5 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein.

### 4.6 Headings

The headings of the sections, paragraphs and subsections of this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement.

## 4.7 Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same Agreement. Executed copies of this Agreement may be delivered by facsimile or email.

[Signature Page Follows]

#### SCHEDULE "A"

### STRICTLY CONFIDENTIAL

#### **ACKNOWLEDGEMENT OF AFFECTED CLAIM**

TO:

CALGARY OIL & GAS SYNDICATE GROUP LTD., CALGARY OIL AND GAS INTERCONTINENTAL GROUP LTD., CALGARY OIL AND SYNDICATE PARTNERS LTD. AND PETROWORLD ENERGY LTD. AND T5 SC OIL AND

**GAS LIMITED PARTNERSHIP** 

RE:

Acknowledgment of Holdings of Affected Claim

WHEREAS the undersigned has entered into the Plan Support Agreement as of the date hereof regarding the principal terms of the restructuring of the Affected Claim pursuant to the Plan (the "Plan Support Agreement");

WHEREAS capitalized terms used herein but not defined have the meanings ascribed to them in the Plan Support Agreement;

WHEREAS the undersigned represents and warrants in the Plan Support Agreement that, as at the date of the Plan Support Agreement, it (or a client for which it has investment or voting authority) is a legal and beneficial holder of Affected Claim in the aggregate principal amount(s) set forth in an executed acknowledgment;

NOW THEREFORE pursuant to the Plan Support Agreement, the undersigned hereby acknowledges and confirms that, as at the date of the Plan Support Agreement, it (or a client for which it has investment or voting authority) is the holder of CDN\$ 55049,00 aggregate principal amount of Affected Claim.

This Acknowledgement is delivered pursuant to the terms and conditions of the Plan Support Agreement and is hereby incorporated into and made subject to the terms of the Support Agreement.

Name of Consenting Creditor:

Dated: APRIL 20 . 2021.

Name:

Title: PRESIDENT

I have the authority to bind the party named herein.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed and delivered by its duly authorized officer as of the date first written above.

CALGARY OIL & GAS SYNDICATE GROUP LTD. ON ITS OWN BEHALF AND ON BEHALF OF CALGARY OIL AND GAS INTERCONTINENTAL GROUP LTD., CALGARY OIL AND SYNDICATE PARTNERS LTD. AND PETROWORLD ENERGY LTD. AND T5 SC OIL AND GAS LIMITED PARTNERSHIP

	Name: Title:				
[INS	ERT NAM	E∕ØF CR	EDITOR <i>j</i>	WHIRLYBYRDS	inc
Per:		edy/	lad		
	Name: Title:	ROS PRES	WICK	-	

Whirlybyrds Inc. Client Aged Detail As at 20 Apr, 2021

Source	Date	Transaction Type	Total	Current	21 to 30	31 to 60	61+
z** Triple Five Interco	ontinental Group re	:Savana 655				***	
WB032-122319	23 Dec, 2019	Invoice	37,002.00	_	-	-	37,002.00
2012823	05 Aug, 2020	Payment	-1,000.00	-	. •	-	-1,000.00
WB032-012020	20 Jan, 2020	Invoice	19,047.00	-			19,047.00
Total outstanding:			55,049.00	-	-	-	55,049.00
Total unpaid invoices:			55,049.00	-	-	-	55,049.00
Total deposits/prepaid	orders:				-		-
Total outstanding:			55,049.00		-		55,049.00

#### PLAN SUPPORT AGREEMENT

THIS AGREEMENT is made as of April 20, 2021.

#### **RECITALS**

WHEREAS Calgary Oil & Gas Syndicate Group Ltd. ("COGL"), Calgary Oil and Gas Intercontinental Group Ltd., Calgary Oil and Syndicate Partners Ltd. and Petroworld Energy Ltd. and T5 SC Oil and Gas Limited Partnership (collectively, the "Petitioners") intend to propose a Plan of Reorganization and Compromise (the "Plan") pursuant to the Companies' Creditors Arrangement Act (the "CCAA" and the "CCAA Proceedings").

WHEREAS the Plan will be submitted, with the exception of holders of claims that fall under Section 5.1(2) of the CCAA and Crown Capital LP Partner Funding Inc., to the holders (the "Affected Creditors") of claims ("Affected Claims") for voting purposes at a meeting of the Affected Creditors (the "Creditors' Meeting") to be held in accordance with the Plan.

WHEREAS COGL and Spartan Delta Corp., a publicly traded company listed on the facilities of the TSX Venture Exchange, will be entering into a definitive agreement providing for a \$37,500,000 equity investment into COGL, which investment, in accordance with the Plan, is expected to result in recovery to the Affected Creditor of 65 to 70% of the value of the Affected Claim.

**WHEREAS** this support agreement (the "Agreement") confirms the support of the undersigned Holder of an Affected Claim (the "Consenting Creditor"), on the terms and conditions set out herein, for the Plan.

**WHEREAS**, the Consenting Creditor and the Petitioners are collectively referred to herein as the "Parties", and each of them as a "Party".

**NOW THEREFORE**, in consideration for the covenants and agreements set forth herein, and for other good and valuable consideration, the receipt of which are hereby acknowledged, the Parties hereby agree as follows.

# ARTICLE 1 REPRESENTATIONS AND WARRANTIES

#### **1.1** Mutual Representations and Warranties

Each Party represents and warrants to and in favour of the other Parties that this Agreement has been duly executed and delivered by it and constitutes a valid and binding obligation of such Party enforceable against it in accordance with its terms, subject to bankruptcy, insolvency and other laws affecting the enforcement of creditors' rights generally.

#### **1.2** Additional Representations and Warranties of the Consenting Creditor

The Consenting Creditor further represents and warrants to and in favour of the Petitioners that (i) it is either the legal and beneficial owner of, or has investment or voting discretion with respect to, the principal amount of the Affected Claim set forth in the confidential "Acknowledgement of Affected Claim" executed by such Consenting Creditor as at the date of this Agreement, the form of which is attached as <u>Schedule "A"</u>; and (ii) it has full power and

authority to vote on and consent to all matters concerning such Affected Claim and to otherwise perform its obligations hereunder in respect of such Affected Claim.

# ARTICLE 2 COVENANTS

#### 2.1 Support for the Plan

- (1) So long as this Agreement shall remain in effect, and subject to the other terms and conditions of this Agreement, the Consenting Creditor agrees for itself and on behalf of the accounts within its control:
  - (a) cooperate with the BDO Canada Limited (the "Monitor") and the Petitioners in good faith to support the restructuring of the Petitioners in the manner contemplated by this Agreement and the Plan;
  - (b) support the Plan and use its commercially reasonable efforts upon the reasonable requests of the Monitor or the Petitioners to facilitate the approval, sanction and implementation of the Plan at the earliest practicable date;
  - (c) not pursue, propose, support or encourage the pursuit, proposal or support of any other restructuring or plan in respect of the Petitioners other than pursuant to the Plan (to the extent the Plan continues to apply to the Petitioners);
  - (d) refrain from doing anything or taking any action that would frustrate the purposes and intent of this Agreement and the restructuring contemplated by the Plan, including without limitation refraining from opposing any motions brought by the Monitor or the Petitioners in support of the Plan and the restructuring contemplated by the Plan, or bringing any motions, or supporting any motions brought by third parties, seeking relief that is not consistent with this Agreement and the restructuring contemplated by the Plan;
  - (e) promptly, upon receipt thereof, irrevocably submit its completed Form of Proxy to BDO Canada Limited, in its capacity as Monitor, designating Matti Lemmens, of the law firm Borden Ladner Gervais LLP, as nominee of the Consenting Creditor with power of substitution to:
    - (i) attend on behalf of and act for the Consenting Creditor at the Creditors' Meeting to be held in connection with the Plan, and at any adjournments thereof;
    - (ii) irrevocably vote the full amount of the Consenting Creditor's Affected Claim for approval of the Plan; and
  - (f) not sell, transfer, assign or permit the sale, transfer or assignment of, any of its Affected Claim, unless the transferee thereof agrees in writing for the benefit of the Parties hereto to be bound by this Agreement and the Plan and executes and delivers to the Parties a counterpart signature page of this Agreement. Any sale, transfer or assignment of an Affected Claim by a Consenting Creditor not in compliance with the requirements of this Article shall be void *ab initio*.

# ARTICLE 3 TERMINATION

## **3.1** Termination of this Agreement

This Agreement and the obligations of the Parties hereunder shall terminate upon the earliest to occur of (such earliest date being the "Expiry Date"): (a) written notice by a Party to the other Parties that (i) any court (including the Court of Queen's Bench of Alberta (the "Court")) has declared, in a final order not subject to appeal, this Agreement to be unenforceable; or (ii) the Plan is not approved following a vote by the necessary amount of creditors required under the CCAA or, if so approved, is not sanctioned by the Court and all appeals of such order have been exhausted; (b) implementation of the Plan; or (c) June 30, 2021.

# ARTICLE 4 MISCELLANEOUS

#### 4.1 Consideration

It is hereby acknowledged by the Parties hereto that no consideration shall be due or paid to the Consenting Creditor for its agreement to vote to accept the Plan in accordance with the terms and conditions of this Agreement, other than the Petitioners' commitment to use commercially reasonable efforts to obtain approval of the Plan by the requisite majorities of holders of Affected Claims and the Court in accordance with the terms and conditions of this Agreement.

### **4.2** Amendments, Waivers and Assignments

Any provision in this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by each of the Parties hereto, or in the case of a waiver, by the Party against whom the waiver is to be effective. No assignment of this Agreement or any provision hereof is effective without the prior written consent of the other Parties.

### 4.3 No Third Party Beneficiaries

This Agreement is solely for the benefit of the Parties and their respective heirs, executors, administrators, other legal representatives, successors and permitted assigns, and this Agreement will not be deemed to confer upon or give to any other person, entity or party any remedy, claim, liability, reimbursement, cause of action or other right.

#### **4.4** Severability

If any term or other provision of this Agreement is found by a court of competent jurisdiction in the Province of Alberta, including the Court, be invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement as necessary so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the terms of this Agreement remain as originally contemplated to the fullest extent possible.

# 4.5 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein.

# 4.6 Headings

The headings of the sections, paragraphs and subsections of this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement.

# 4.7 Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same Agreement. Executed copies of this Agreement may be delivered by facsimile or email.

[Signature Page Follows]

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed and delivered by its duly authorized officer as of the date first written above.

CALGARY OIL & GAS SYNDICATE GROUP LTD. ON ITS OWN BEHALF AND ON BEHALF OF CALGARY OIL AND GAS INTERCONTINENTAL GROUP LTD., CALGARY OIL AND SYNDICATE PARTNERS LTD. AND PETROWORLD ENERGY LTD. AND T5 SC OIL AND GAS LIMITED PARTNERSHIP

Per:					
	Name: Title:			-	

[INSERT NAME OF CREDITOR]

Per

Name: Yousef Gharibiyamchi Title: CEO and Director

#### SCHEDULE "A"

# STRICTLY CONFIDENTIAL

#### ACKNOWLEDGEMENT OF AFFECTED CLAIM

TO:

CALGARY OIL & GAS SYNDICATE GROUP LTD., CALGARY OIL AND GAS INTERCONTINENTAL GROUP LTD., CALGARY OIL AND SYNDICATE PARTNERS LTD. AND PETROWORLD ENERGY LTD. AND T5 SC OIL AND GAS LIMITED PARTNERSHIP

RE:

Acknowledgment of Holdings of Affected Claim

**WHEREAS** the undersigned has entered into the Plan Support Agreement as of the date hereof regarding the principal terms of the restructuring of the Affected Claim pursuant to the Plan (the "Plan Support Agreement");

**WHEREAS** capitalized terms used herein but not defined have the meanings ascribed to them in the Plan Support Agreement;

WHEREAS the undersigned represents and warrants in the Plan Support Agreement that, as at the date of the Plan Support Agreement, it (or a client for which it has investment or voting authority) is a legal and beneficial holder of Affected Claim in the aggregate principal amount(s) set forth in an executed acknowledgment;

**NOW THEREFORE** pursuant to the Plan Support Agreement, the undersigned hereby acknowledges and confirms that, as at the date of the Plan Support Agreement, it (or a client for which it has investment or voting authority) is the holder of CDN\$\_6877.5\_aggregate principal amount of Affected Claim.

This Acknowledgement is delivered pursuant to the terms and conditions of the Plan Support Agreement and is hereby incorporated into and made subject to the terms of the Support Agreement.

Name of Consenting Creditor:

Dated:

April 20, 2021.

Name: Yousef Gharibiyamchi

Title: CEO and Director

I have the authority to bind the party named herein.