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Justice Jones 702724
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July 26, 2021
Form 27
[Rules 6.3 and 10.52(1)]

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

Clerk's Stamp

**IN THE MATTER OF THE COMPANIES' CREDITORS
ARRANGEMENT ACT, RSC 1985, c C-36, as amended**

**AND IN THE MATTER OF CALGARY OIL & GAS SYNDICATE
GROUP LTD., CALGARY OIL AND GAS
INTERCONTINENTAL GROUP LTD. (IN ITS OWN CAPACITY
AND IN ITS CAPACITY AS GENERAL PARTNER OF T5 SC
OIL AND GAS LIMITED PARTNERSHIP), CALGARY OIL
AND SYNDICATE PARTNERS LTD. and PETROWORLD
ENERGY LTD.**

DOCUMENT **APPLICATION: PLAN SANCTION ORDER and STAY
EXTENSION ORDER**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT
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File No. 441112/000020

NOTICE TO RESPONDENTS: SEE ATTACHED SCHEDULE "B"

This application is made against you. You are a respondent.

You have the right to state your side of this matter before the master/judge.

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

Date July 26, 2021
Time 2:00 p.m.
Where Calgary Courts Centre
Before Whom The Honourable Mr. Justice C.M. Jones

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

Remedy claimed or sought:

1. The Applicants, Calgary Oil & Gas Syndicate Group Ltd., Calgary Oil and Gas Intercontinental Group Ltd. (“**COGL**”) (in its own capacity and in its capacity as general partner of T5 SC Oil and Gas Limited Partnership (the “**Limited Partnership**”)), Calgary Oil and Syndicate Partners Ltd. (“**COSP**”), and Petroworld Energy Ltd. (collectively, the “**Applicants**”, and together with the Limited Partnership, the “**Companies**”), seek the following relief:
 - (a) an Order deeming service of this Application together with all supporting materials to be good and sufficient, and abridging the time for service of said documents, if necessary;
 - (b) an Order substantially in the form attached hereto as **Schedule “A”** (the “**Plan Sanction Order**”), extending the stay of proceedings in the within matter until and including September 30, 2021, sanctioning and approving the Plan of Compromise and Arrangement in respect of COGL, substantially in the form attached as Appendix “A” to Schedule “A” (the “**Revised Plan**”) and authorizing COGL and the Monitor to implement the Plan in accordance with its terms; and
 - (c) such further and other relief as counsel may advise and this Honourable Court may permit.

Grounds for making this application:

2. Pursuant to an Order that was granted by the Honourable Mr. Justice D.B. Nixon of this Court on February 11, 2021, as amended and restated (the “**Initial Order**”), the Applicants were granted relief under the provisions of the CCAA in this proceeding (the “**CCAA Proceeding**”), and, *inter alia*, BDO Canada Limited was appointed as monitor (the “**Monitor**”) of the Applicants.
3. The Initial Order provided for, among other things, a stay of proceedings in respect of the Companies, until and including February 21, 2021 (the “**Stay Period**”). The Stay Period was subsequently extended by this Honourable Court pursuant to an amended and restated

initial order granted by the Honourable Mr. Justice R. A. Neufeld on February 19, 2021, and by a second amended and restated initial order granted by the Honourable Mr. Justice Nixon on March 4, 2021 (the “**Second ARIO**”), which extended the Stay Period until and including April 15, 2021.

4. Pursuant to two Orders granted by the Honourable Mr. Justice J. J. Gill on April 13, 2021 (“**Stay Extension Order**” and the “**Claims Procedure Order**”), 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 reverse proof of claims procedure with all creditors (the “**Creditors**”) who have a Claim (as such term is defined in the CCAA) against the Companies, some or any of them, or their directors and officers (the “**Claims Procedure**”).
5. On April 21, 2021, Spartan Delta Corp. (“**Spartan**”) entered into an equity transaction with COGL, the Limited Partnership and COSP (the “**Transaction**”), pursuant to which Spartan will provide a cash injection of CAD \$37,500,000 in exchange for limited partnership units in the Limited Partnership.
6. Pursuant to three Orders granted by the Honourable Mr. Justice P.R. Jeffrey on May 25, 2021 (the “**Disclaimer Extension and Peters Declaration Order**”, the “**Stay Extension and Late Filed Claims Order**” and the “**Sealing Order**”), the effective dates of disclaimer for certain contracts disclaimed by COGL under section 32 of the CCAA were modified, one contract with a third party was declared to be terminated, and certain commercially sensitive documents were sealed. In addition, the Stay Period was further extended to July 31, 2021, and the Court authorized and directed the Applicants, with the assistance of the Monitor, to conduct a Late Claims Procedure to permit parties to agreements disclaimed by the Applicants to file Late Filed Claims.
7. Additionally, pursuant to a fourth Order granted by the Honourable Mr. Justice P.R. Jeffrey on May 25, 2021 (the “**Creditor’s Meeting Order**”), a Creditor’s Meeting was ordered to be convened on July 19, 2021, and the Plan was filed. The Applicants now bring this application for an order approving and sanctioning a revised version of the Plan.

8. The purpose of the within CCAA proceedings is to stabilize the Companies' business and to provide time for the Companies to identify and assess potential restructuring transactions and to review other strategic alternatives that may be available to maximize the value of the Companies for the benefit of their creditors and stakeholders. Those actions are being undertaken by the Companies and have culminated in the proposed Revised Plan.

The Applicants' Conduct since the Creditors' Meeting Order

9. Since the granting of the Creditors' Meeting Order, the Applicants have been working diligently and in good faith with their legal advisors and the Monitor to, among other things:
 - (a) continue to operate and manage the business and operations of the Limited Partnership's Ferrer assets in their ordinary course;
 - (b) implement the Late Filed Claims Order, including by reviewing and considering Proofs of Claim received from Post-Filing Restructuring Claimants;
 - (c) incorporate revisions to the original plan at the request of the Monitor, resulting in the new Revised Plan;
 - (d) discuss the Revised Plan with Creditors in order to obtain their support for the Revised Plan; and
 - (e) negotiate with claimants who issued Notices of Claims and Notices of Dispute under the Late Filed Claims Order, and in particular with Nova Gas Transmission Ltd.
10. In addition, the Monitor has met the requirements for notification set out in the Creditor's Meeting Order by publishing the Creditors' Meeting Order, Plan of Arrangement, Voting Proxy, and the Monitor's Report on the Plan on the Monitor's Website, and sending the same to the Service List and all known Creditors. Similarly, the Revised Plan was communicated via posting on the Monitor's Website and distribution to the Service List and all known Creditors.

Plan Sanction Order

11. The Applicants, in consultation with the Monitor, have developed the Revised Plan to facilitate a recapitalization of the Applicants and implementation of the Transaction, complete a reorganization of the Applicants' financial obligations and effect a compromise and arrangement of all Affected Claims, in order to enable the business of the Applicants to continue as a going concern and in the expectation that a greater benefit will be derived from the continued operation of the business than would result from the forced liquidation of the Applicants' assets.
12. The Revised Plan is in the best interests of all parties and designed to maximize value for all stakeholders. If the Revised Plan is sanctioned and the other conditions precedent to closing are satisfied or waived, the Plan will:
 - (a) implement the terms negotiated with Spartan under the Transaction, resulting in a significant equity injection into the Applicants' business;
 - (b) provide a structured and efficient method to effect payment of all or a portion of the Claims and Late Filed Claims as accepted by the Monitor under the Claims Procedure Order and the Late Filed Claims Order;
 - (c) allow the Applicants to reorganize and continue the Applicants' operations in the normal course; and
 - (d) comply with the Initial Order, the Claims Procedure Order, the Late Filed Claims Procedure Order and the Creditors' Meeting Order.
13. The CCAA Plan is the result of extensive negotiation and consultation with the Applicants' stakeholders, with the assistance of the Monitor. The Monitor supports the Revised Plan.
14. The Revised Plan meets the statutory requirements of the CCAA, is fair and reasonable, and ought to be sanctioned and approved. Granting the Plan Sanction Order is a condition precedent to the implementation of the Revised Plan. In turn, sanctioning of the Revised Plan is a crucial and necessary step toward the resolution of these CCAA proceedings.

15. As the Revised Plan was approved by the required majorities at the Creditors' Meeting, the Applicants submit that it is just and appropriate for this Honourable Court to sanction and approve the Revised Plan and grant the ancillary relief requested in the Sanction Order.

Stay Extension

16. The circumstances that compelled the Applicants to seek protection under the CCAA and the Companies' cash flow constraints have not changed since this Court's granting of the Stay Extension Order.

17. The Companies' financial circumstances have not changed since the Stay Extension was granted and are unlikely to change significantly prior to the closing of the Transaction.

18. An extension of the Stay Period is critical to maintaining the *status quo* to enable the Applicants to implement the Revised Plan as approved by the Creditors' Meeting and as submitted to this Honourable Court and enable the disbursement of the Equity Injection Funds contemplated by the Revised Plan.

19. According to the Revised Plan, Spartan shall deliver the Equity Injection Funds to the Monitor within three days of written notice from the Monitor that the Plan Sanction Order has become a Final Order. For the Plan Sanction Order to be a Final Order, the relevant appeal period must have expired.

20. Should this Application be granted, the period to appeal the Plan Sanction Order would expire on August 16, 2021. Assuming that the Monitor issued the Monitor's Certificate on that date, Spartan would have 3 days to deliver the Equity Injection Funds to the Monitor, and the Monitor would have 30 days to distribute the Distribution Funds to all creditors (the "**Distribution Period**").

21. An extension of the Stay Period for the duration of the Distribution Period is necessary to allow the Monitor to distribute the funds and resolve the final outstanding claims. An extension of the Stay Period is fair, reasonable and in the best interests of the Companies,

their creditors and stakeholders, and accords with the purpose of the within CCAA Proceedings.

22. The Companies have acted, and continue to act, in good faith and with diligence in the within CCAA proceedings.
23. The provisions of the CCAA and the equitable jurisdiction of this Honourable Court are applicable to, and provide the basis for, the relief sought by the Applicants.
24. Any further and other grounds as counsel may advise and this Honourable Court may rely upon.

Material or evidence to be relied on:

25. The Applicants intend to rely upon the following materials:
 - (a) the Affidavit of Ryan Martin, sworn on February 5, 2021, filed;
 - (b) the Supplemental Affidavit of Ryan Martin, sworn on February 26, 2021, filed;
 - (c) the Affidavit of Ryan Martin, sworn on April 6, 2021, filed;
 - (d) the Affidavit of Ryan Martin, sworn on May 17, 2021, filed;
 - (e) the Affidavit of Ryan Martin, sworn on July 19, 2021, to be filed;
 - (f) the Monitor's Report on the Plan of Compromise or Arrangement of June 30, 2021, filed;
 - (g) the Supplemental Monitor's Report on the Plan of Compromise or Arrangement of July 16, 2021;
 - (h) all pleadings filed in the within Action; and
 - (i) such further and other material as counsel may advise and this Honourable Court may permit.

Applicable rules:

26. Parts 1 and 6 of the *Rules*.

Applicable Acts and regulations:

27. The CCAA.

28. *Judicature Act*, RSA 2000, c J-2.

29. Such further and other Acts and regulations as counsel may advise and this Honourable Court may permit.

Any irregularity complained of or objection relied on:

30. None

How the application is proposed to be heard or considered:

31. With some or all parties present, via WebEx video conference, before the Honourable Mr. Justice C.M. Jones.

WARNING

If you do not come to Court either in person or by your lawyer, the Court may give the applicant(s) what they want in your absence. You will be bound by any order that the Court makes. If you want to take part in this application, you or your lawyer must attend in Court on the date and at the time shown at the beginning of the form. If you intend to give evidence in response to the application, you must reply by filing an affidavit or other evidence with the Court and serving a copy of that affidavit or other evidence on the applicant(s) a reasonable time before the application is to be heard or considered.

SCHEDULE "A" TO THE PLAN OF COMPROMISE AND ARRANGEMENT

DRAFT PLAN SANCTION ORDER

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 **PLAN SANCTION ORDER**

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File No. 441112/000020

DATE ON WHICH ORDER WAS PRONOUNCED: **JULY 26, 2021**

**LOCATION WHERE ORDER WAS
PRONOUNCED:** **CALGARY, ALBERTA**

NAME OF JUSTICE WHO MADE THIS ORDER: **THE HONOURABLE MR.
JUSTICE C.M. JONES**

UPON the Application 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 (the “**Limited Partnership**”)), Calgary Oil and Syndicate Partners Ltd., and Petroworld Energy Ltd. (collectively, with the Limited Partnership, the “**Companies**”) for the Approval of the Plan of Compromise and Arrangement (the “**Application**”), pursuant to sections 6, 9 and 10 of the *Companies’ Creditors Arrangement Act*, RSC 1985, c C-36, as amended (the “**CCAA**”), the affidavit of Ryan Martin sworn July 19, 2021 and exhibits filed in support thereof, the Report on the Plan of Compromise or Arrangement of BDO Canada Limited (the “**Monitor**”) of June 28, 2021 (the “**Monitor’s Report**”), the Supplemental Monitor’s Report on the Plan of July 16, 2021, the Monitor’s Report on the Creditor’s Meeting and the submissions of counsel for the Applicants, for the Monitor and other parties of interest; **AND UPON** reviewing the provisions of the Initial Order, issued by this Court in this matter on February 11, 2021, as amended and restated from time to time (the “**Initial Order**”); **AND UPON** reviewing the provisions of the CCAA;

IT IS HEREBY ORDERED AND DECLARED THAT:

1. The Application is granted, and the Plan of Compromise and Arrangement of the Debtors dated June 28, 2021 and filed in the Court record on June 30, 2021, a copy of which is attached hereto as Appendix A (the “**Revised Plan**”) is hereby approved.

DEFINITIONS

2. All capitalized terms not otherwise defined in this Order shall have the meanings ascribed to them in the Revised Plan, or in the Creditors’ Meeting Order granted by the Court on May 25, 2021 (the “**Meeting Order**”), as the case may be.

SERVICE AND MEETING

3. The time for service of the notice of application for this order (the “**Order**”) is hereby abridged and deemed good and sufficient and this application is properly returnable today and any further service of this Application upon any interested party is hereby dispensed with.

4. The Notification Procedures set out in paragraphs 20 to 22 of the Meeting Order have been duly followed and that there was valid and sufficient notice of the Creditors' Meeting and service, delivery and notice of the Meeting Materials including the Revised Plan, the Monitor's Report on the Plan dated June 28, 2021, and the Supplemental Monitor's Report on the Plan dated July 16, 2021 for the purpose of the Creditors' Meeting, which service, delivery and notice was effected by: (i) publication on the Monitor's Website; (ii) sending to the Service List; (iii) mailing of the documents set out in paragraph 20 of the Meeting Order to all known Creditors, by prepaid regular mail, courier, fax or email; and (iv) publication of the Notice to Creditors in the Designated Newspapers, and that no other or further notice is or shall be required.
5. The Creditors' Meeting was duly called, convened, held and conducted in accordance with the CCAA and the Orders of this Court in these proceedings, including without limitation the Meeting Order.

SANCTION OF THE PLAN

6. Each of the Debtors is a company to which the CCAA applies. For greater certainty, the Debtors are "affiliated companies" to which the CCAA applies, and pursuant to paragraph 5 of the Initial Order, the Debtors had the authority to file the Revised Plan with this Court and the Court has jurisdiction to sanction the Revised Plan.
7. The Revised Plan has been approved by the required majority of Creditors with Voting Claims in conformity with the CCAA and the Meeting Order.
8. The Debtors have complied in all respects with the provisions of the CCAA and all the Orders made by this Court in the CCAA Proceeding.
9. The Court is satisfied that the Debtors have neither done nor purported to do anything that is not authorized by the CCAA.
10. The Debtors, the Creditors, and the Monitor have each acted in good faith and with due diligence, and the Revised Plan (and its implementation) is fair and reasonable, and in the

best interests of the Creditors, the other stakeholders of the Debtors and all other Persons stipulated in the Revised Plan.

11. The Revised Plan and its implementation are hereby sanctioned and approved pursuant to Section 6 of the CCAA.

PLAN IMPLEMENTATION

12. The Debtors and the Monitor are hereby authorized and directed to take all steps and actions, and to do all such things, as determined by the Monitor and the Debtors, respectively, to be necessary or appropriate to implement the Revised Plan in accordance with its terms and as contemplated thereby, and to enter into, adopt, execute, deliver, implement and consummate all of the steps, transactions and agreements, as required by the Monitor or the Debtors, respectively, as contemplated by the Revised Plan, and all such steps, transactions and agreements are hereby approved.
13. As of the Plan Implementation Date, the Debtors shall be authorized and directed to issue, execute and deliver any and all agreements, documents, securities and instruments contemplated by the Revised Plan, and to perform its obligations under such agreements, documents, securities and instruments as may be necessary or desirable to implement and effect the Revised Plan, and to take any further actions required in connection therewith.
14. The Revised Plan and all associated steps, compromises, transactions, arrangements, releases, injunctions, offsets and cancellations effected thereby are hereby approved, shall be deemed to be implemented and shall be binding and effective in accordance with the terms of the Revised Plan or at such other time, times or manner as may be set forth in the Revised Plan, in the sequence provided therein, and shall enure to the benefit of and be binding upon the Debtors, the Creditors and all Persons affected by the Revised Plan and their respective heirs, administrators, executors, legal personal representatives, successors and assigns.
15. Upon fulfillment or waiver of the conditions precedent to implementation of the Revised Plan as set out and in accordance with Article 6 of the Revised Plan, the Monitor shall

deliver the Monitor's Certificate, substantially in the form attached as Appendix "B" to this Order, to the Debtors in accordance with Article 6 of the Revised Plan and shall file with the Court a copy of such certificate as soon as reasonably practicable on or forthwith following the Plan Implementation Date and shall post a copy of same, once filed, on the Monitor's Website.

DISTRIBUTIONS BY THE MONITOR

16. On the Plan Implementation Date, the Monitor shall be authorized and directed to administer and finally determine the Proven Claims (as defined in the Revised Plan) of Creditors and to manage the distribution of the Distribution Funds in accordance with the Revised Plan and the Claims Procedure Order.
17. All distributions to and payments by or at the direction of the Monitor, in each case on behalf of the Debtors, to the Creditors with Proven Claims under the Revised Plan are for the account of the Debtors and the fulfillment of the obligation under the Revised Plan to make distributions to Creditors with Proven Claims.
18. Notwithstanding:
 - (a) the pendency of these proceedings and the declarations of insolvency made therein;
 - (b) any application for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act*, RSC, c B-3, as amended (the "**BIA**") in respect of the Debtors, or any of them, and any bankruptcy order issued pursuant to any such application; and
 - (c) any assignment in bankruptcy made in respect of the Debtors, or any of them;

the transactions contemplated in the Revised Plan, the payments or distributions made in connection with the Revised Plan and any action taken in connection therewith, including, without limitation, under this Order shall not be void or voidable and do not constitute nor shall they be deemed to be a settlement, fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue or other challengeable transaction under the BIA or any other applicable federal or provincial legislation, and the transactions contemplated in the Revised Plan, the payments or distributions made in connection with the Revised Plan and

any action taken in connection therewith, do not constitute conduct meriting an oppression remedy under any applicable statute and shall be binding on an interim receiver, receiver, liquidator or trustee in bankruptcy appointed in respect of the Debtors, or any of them.

RELEASES AND INJUNCTIONS

19. The compromises, arrangements, releases, discharges and injunctions contemplated in the Revised Plan, including those granted by and for the benefit of the Released Parties, are integral components thereof and are necessary for, and vital to, the success of the Revised Plan and that all such releases, discharges and injunctions are hereby sanctioned, approved, binding and effective as and from the Effective Time on the Plan Implementation Date. For greater certainty, nothing herein or in the Revised Plan shall release or affect any rights or obligations provided under the Revised Plan.
20. Without limiting anything in this Order, or anything in the Revised Plan, any Proven Claim that any Person (regardless of whether or not such Person is a Creditor or Claimant holds or asserts or may in the future hold or assert against any of the Released Parties or that could give rise to a claim against the Released Parties whether through a cross-claim, third-party claim, warranty claim, indemnity claim, reimbursement claim, recursory claim, subrogation claim, forced intervention or otherwise, arising out of, in connection with and/or in any way related to the dealings of any of the Released Parties (the “**Released Claims**”), is hereby permanently and automatically released and the enforcement, prosecution, continuation or commencement thereof is permanently and automatically enjoined and forbidden and barred. Any and all Released Claims against the Released Parties are permanently and automatically compromised, remised, discharged, cancelled and extinguished, and all Persons and Claimants, whether or not consensually, shall be deemed to have granted full, final, absolute, unconditional, complete irrevocable and definitive releases of any and all Released Claims to the Released Parties.
21. All Persons (regardless of whether or not such Persons are Creditors or Claimants) shall be permanently and forever barred, estopped, stayed and enjoined from: (i) pursuing any Released Claim, directly or indirectly, against the Released Parties; (ii) continuing or commencing, directly or indirectly, any action or other proceeding with respect to any

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

22. Without limitation to the Meeting Order and Claims Procedure Order, any holder of a Claim, including any Creditor, who did not file a Proof of Claim before the applicable Bar Date shall, unless leave is granted to file a Claim pursuant to the terms of the Claims Procedure Order, be and is hereby forever barred from:
- (a) making any Claim against the Released Parties and any of their successors and assigns, and such Claim is forever barred and extinguished; and
 - (b) receiving any distribution under the Revised Plan.

STAY OF PROCEEDINGS

23. The Stay Period (as defined in the Initial Order and as extended from time to time) is extended to and including September 30, 2021.
24. All orders made in the CCAA Proceeding shall continue in full force and effect in accordance with their respective terms, except to the extent that such Orders are varied by,

or inconsistent with, this Order, the Meeting Order, the Claims Procedure Order or any further Order of this Court.

THE MONITOR AND THE RELEASED PARTIES

25. All of the actions and conduct of the Monitor disclosed in the Monitor's Report on the Plan are hereby approved, and the Monitor has satisfied all of its obligations up to and including the date of this Order.
26. Effective upon the Plan Implementation Date, and without prejudice to any protections afforded to the Monitor pursuant to the terms of the Initial Order and the CCAA, any and all claims against: (a) the Monitor in connection with the performance of its duties as Monitor of the Debtors up to the Plan Implementation Date; and (b) the Released Parties in connection with any act or omission relating to the negotiation, solicitation or implementation of the Revised Plan shall, in each case, be and are hereby stayed, extinguished and forever barred and neither the Monitor nor the Released Parties shall have any liability in respect thereof except for any liability arising out of gross negligence or willful misconduct on the part of any of them, provided however that this paragraph shall not release (i) the Monitor of its remaining duties pursuant to the Revised Plan and this Order, or (ii) the Debtors from their remaining duties pursuant to the Revised Plan.
27. No action or other proceeding shall be commenced against the Monitor in any way arising from or related to its capacity or conduct as Monitor except with prior leave of this Court on notice to the Monitor and upon such terms as may be determined by the Court.
28. The protections afforded to the Monitor, as officer of this Court, pursuant to the terms of the Initial Order and the other Orders made in the CCAA Proceeding shall not expire or terminate on the Plan Implementation Date and, subject to the terms hereof, shall remain effective and in full force and effect.
29. Neither the Monitor nor the Released Parties shall incur any liability as a result of acting in accordance with the Revised Plan and the Orders, including without limitation, this

Order, other than any liability arising out of or in connection with the gross negligence or willful misconduct of any of them.

30. The Monitor is authorized to take any and all actions as may be necessary or appropriate to comply with applicable tax withholding and reporting requirements. All amounts withheld on account of taxes shall be treated for all purposes as having been paid to the Creditors in respect of which such withholding was made, provided such withheld amounts are remitted to the appropriate governmental authority.
31. The Monitor shall not, under any circumstances, be liable for any of the Released Parties' tax liabilities regardless of how or when such liability may have arisen.

GENERAL

32. The Monitor or the Debtors may, from time to time, apply to this Court for any advice, directions or determinations concerning the exercise of their respective powers, duties and rights hereunder or in respect of resolving any matter or dispute relating to the Revised Plan, the Claims Procedure Order or this Order, or to the subject matter thereof or the rights and benefits thereunder, including, without limitation, regarding the distribution mechanics under the Revised Plan.
33. Any other directly affected party that wishes to apply to this Court, including with respect to a dispute relating to the Revised Plan, its implementation or its effects, must proceed by motion presentable before this Court after a 10-day prior notice of the presentation thereof given to the Released Parties and the Monitor.
34. Each of the Released Parties and the Monitor is authorized to apply as it may consider necessary or desirable, with or without notice, to any other court or administrative body, whether in Canada, the United States of America or elsewhere, for an order recognizing the Revised Plan and this Order and confirming that the Revised Plan and this Order are binding and effective in such jurisdiction and that the Monitor is the Debtors' foreign representative for those purposes.

35. The aid and recognition of any court or administrative body in any Province of Canada and any Canadian federal court or administrative body and any federal or state court or administrative body in the United States of America and any court or administrative body elsewhere is requested, to act in aid of and to be complementary to this Court in carrying out the terms of the Order, including the registration of this Order in any office of public record by any such court or administrative body or by any Person affected by the Order.
36. The provisional execution of this Order shall proceed notwithstanding any appeal and without the necessity of furnishing any security.
37. Service of this Order on any party not attending this Motion is hereby dispensed with. The Debtors and the Monitor and their counsel are at liberty to serve or distribute this Order by forwarding true copies thereof by electronic message to the Service List and the Monitor shall post a copy of this Order on the Proceedings Website.

Justice of the Court of Queen's Bench of Alberta

APPENDIX "A" TO PLAN SANCTION ORDER

REVISED PLAN OF COMPROMISE AND ARRANGEMENT

THE PLAN

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
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T5 SC OIL AND GAS LIMITED
PARTNERSHIP), CALGARY OIL AND
SYNDICATE PARTNERS LTD., and
PETROWORLD ENERGY LTD.**

DOCUMENT **PLAN OF COMPROMISE AND ARRANGEMENT**

PARTIES FILING THIS DOCUMENT **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.**

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File No. 441112/000020**

June 28 2021

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

AND IN THE MATTER OF CALGARY OIL & GAS SYNDICATE GROUP LTD.,
CALGARY OIL & 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. AND

REVISED PLAN OF COMPROMISE OR ARRANGEMENT OF CALGARY OIL & GAS
SYNDICATE GROUP LTD., CALGARY OIL & GAS INTERCONTINENTAL GROUP
LTD., CALGARY OIL AND SYNDICATE PARTNERS LTD., PETROWORLD
ENERGY LTD. AND T5 SC OIL AND GAS LIMITED PARTNERSHIP

DATED **JUNE 28**, 2021

WHEREAS pursuant to an Initial Order that was granted by the Honourable Mr. Justice D.B. Nixon of the Court of Queen's Bench of Alberta (the "**Court**") on February 11, 2021, as amended and restated on February 19, 2021 and on March 4, 2021, as further amended on April 13, 2021 (the "**Initial Order**"), the Applicants, Calgary Oil & Gas Syndicate Group Ltd., Calgary Oil & Gas Intercontinental Group Ltd., Calgary Oil and Syndicate Partners Ltd. and Petroworld Energy Ltd., and the related non-Applicant, T5 SC Oil and Gas Limited Partnership (the "**Limited Partnership**" and, collectively, the "**Debtors**"), were granted relief pursuant to the provisions of the *Companies' Creditors Arrangement Act*, RSC 1985, c C-36, as amended (the "**CCAA**") in Court File No. 2101-00814 (the "**CCAA Proceeding**"); and

AND WHEREAS BDO Canada Limited was appointed as Monitor of the Debtors within the CCAA Proceeding;

AND WHEREAS pursuant to a Claims Procedure Order that was granted by the Honourable Mr. Justice J. J. Gill on April 13, 2021 (the "**Claims Procedure Order**"), the Debtors and the Monitor are in the process of implementing the Claims Procedure;

AND WHEREAS pursuant to a Late Filed Claims Order that was granted by the Honourable Mr. Justice P. R. Jeffrey on May 25, 2021 (the "**Late Filed Claims Order**"), the Debtors and the Monitor are in the process of implementing the Late Claims Procedure;

AND WHEREAS certain of the Debtors and Spartan Delta Corp. ("**Spartan**") have entered into a unit purchase agreement, pursuant to which Spartan will acquire limited partnership units in the Limited Partnership, and in connection with which Spartan is obligated to provide the Equity Injection Fund noted herein to the Monitor;

AND WHEREAS the Agreement is subject to a Plan Sanction Order being rendered by the Court in respect of this Plan;

AND WHEREAS the Debtors have concluded, and the Monitor agrees, that the Affected Creditors (as herein after defined) will receive full or partial recovery of the Affected Claims (as hereinafter defined) in a more expeditious and certain manner if the Plan is approved and the

transaction under the Agreement is closed than if the assets of the Debtors were liquidated in a formal insolvency proceeding;

AND WHEREAS this Plan constitutes a viable and credible alternative for the Affected Creditors to receive a distribution on their Claims, which Claims shall be determined through the Claims Procedure;

NOW THEREFORE, the Debtors, on behalf of the Released Parties, hereby propose this Plan pursuant to the CCAA.

Article 1 **INTERPRETATION**

1.1 Defined Terms

In this Plan, the following words shall have the following meanings:

- (a) **“Administration Charge”** has the meaning ascribed thereto in the Initial Order;
- (b) **“Affected Claim”** means any Proven Claim except for Unaffected Claims;
- (c) **“Affected Creditor”** means any Creditor with an Affected Claim, but only with respect to and to the extent of such Affected Claim;
- (d) **“Agreement”** means the Unit Purchase Agreement between Calgary Oil and Syndicate Partners Ltd., Calgary Oil and Gas Intercontinental Group Ltd., the Limited Partnership and Spartan dated April 21, 2021;
- (e) **“Applicable Law”** means, with respect to any Person, property, transaction, event or other matter, any law, rule, statute, regulation, order, judgment, decree, treaty or other requirement having the force of law relating or applicable to such Person, property, transaction, event or other matter. Applicable Law also includes, where appropriate, any interpretation of any law, rule, statute, regulation, order, judgment, decree, treaty or other requirement having the force of law by any Person, court or tribunal having jurisdiction over it, or charged with its administration or interpretation;
- (f) **“Approval Date”** means the date on which the Plan Sanction Order becomes a Final Order;
- (g) **“Business Day”** means a day on which banks are generally open for the transaction of commercial business in Calgary, Alberta, but does not in any event include a Saturday, Sunday or a bank holiday under Applicable Law;
- (h) **“CCAA”** has the meaning ascribed thereto in the recitals;
- (i) **“CCAA Charges”** means, collectively, the Administration Charge, the Directors’ Charge, and the Critical Supplier Charge, each as may be amended by Order of the CCAA Court;
- (j) **“CCAA Filing Date”** means February 11, 2021;

- (k) “**CCAA Proceeding**” has the meaning ascribed thereto in the recitals;
- (l) “**Claims**” means any right of any Person against the Debtors in connection with any indebtedness, liability or obligation of any kind of any of the Debtors owed to such person, whether liquidated or unliquidated, determined or contingent, mature or unmatured, disputed or undisputed, legal or equitable, secured or unsecured, present or future, known or unknown, including any interest accrued thereon or costs payable in respect thereof up to the Determination Date, whether or not such right is executory or anticipatory in nature, whether a principal debt or a guarantee or a surety, including the right or ability of any Person to advance a claim for contribution or indemnity or otherwise with respect to any matter, action, cause or chose in action, whether existing at present or commenced in the future, which indebtedness, liability or obligation is based in whole or in part on facts existing prior to the Determination Date, or which would have been a claim provable in bankruptcy had the Debtors, or any of them, become bankrupt on the Determination Date, and includes all Late Filed Claims;
- (m) “**Claimant**” means any Person holding or potentially holding any Claim against the Released Parties;
- (n) “**Claims Bar Date**” has the meaning ascribed to it in the Claims Procedure Order with respect to all Claims excepting Late Filed Claims, for which the Claims Bar Date is the Late Claims Bar Date set out in the Late Filed Claims Order;
- (o) “**Claims Procedure**” has the meaning ascribed thereto in the Claims Procedure Order with respect to all Claims excepting Late Filed Claims, for which the Claims Procedure is the Late Claims Procedure set out in the Late Filed Claims Order;
- (p) “**Claims Procedure Order**” has the meaning ascribed thereto in the recitals;
- (q) “**Critical Suppliers’ Charge**” has the meaning ascribed thereto in the Initial Order;
- (r) “**Creditors**” means all Persons having Proven Claims and “**Creditor**” means any one of them;
- (s) “**Court**” has the meaning ascribed thereto in the recitals;
- (t) “**Debtors**” has the meaning ascribed thereto in the recitals;
- (u) “**Determination Date**” has the meaning ascribed to it in the Meeting Order;
- (v) “**Directors’ Charge**” has the meaning ascribed thereto in the Initial Order;
- (w) “**Distribution Funds**” means the Equity Injection Fund, plus cash in the Debtors’ accounts on May 31, 2021, **plus revenues accrued up to and inclusive of May 31, 2021**, less accounts payable in the ordinary course of business including outstanding cheques, less any amounts necessary to pay for any of the Post-Filing Liabilities (as such terms are defined in the Agreement), CCAA Charges, the amounts owed to the Unaffected Creditors and payment of any Priority Claims;

- (x) “**Effective Time**” means 8:00 a.m. (Calgary time) on the Plan Implementation Date;
- (y) “**Equity Injection Fund**” means aggregate monetary contributions payable by Spartan under the Agreement and totaling CAD\$37,500,000;
- (z) “**Final Order**” means an Order of the CCAA Court, that has not been reversed, vacated, amended, modified or stayed and is no longer subject to further appeals, either because the time to appeal has expired without an appeal being filed, or because it has been affirmed by any and all courts with jurisdiction to consider any appeals therefrom;
- (aa) “**Initial Order**” has the meaning ascribed thereto in the recitals;
- (bb) “**Injunction and Release**” means an Order by the CCAA Court permanently and automatically releasing, enjoining and forbidding the enforcement, prosecution, continuation and/or commencement of any and all Affected Claims that any Person or Claimant holds or asserts or may in the future hold or assert against any of the Released Parties or that could give rise to a claim against the Released Parties whether through a derivative claim, cross-claim, third-party claim, warranty claim, recursory claim, subrogation claim, forced intervention or otherwise, arising out of, in connection with and/or in any way related to the dealings of any of the Released Parties with any of the Debtors (the “**Released Claims**”). The Injunction and Release order shall provide that any and all Released Claims against the Released Parties be permanently and automatically compromised, discharged and extinguished, that all Persons and Claimants, whether or not consensually, shall be deemed to have granted full, final, absolute, unconditional, complete and definitive releases of any and all Released Claims to the Released Parties and shall be permanently and forever barred, estopped, stayed and enjoined from (i) pursuing any Released Claim, directly or indirectly, against the Released Parties, (ii) continuing or commencing, directly or indirectly, any action or other proceeding with respect to any Released Claim against the Released Parties, (iii) seeking the enforcement, levy, attachment, collection, contribution or recovery of or from any judgment, award, decree, or order against the Released Parties or property of the Released Parties with respect to any Released Claim, (iv) creating, perfecting, or otherwise enforcing in any manner, directly or indirectly, any lien or encumbrance of any kind against the Released Parties or the property of the Released Parties with respect to any Released Claim, (v) acting or proceeding in any manner, in any place whatsoever, that does not conform to or comply with the provisions of the Plan Sanction Order to the full extent permitted by applicable law, and (vi) asserting any right of setoff, compensation, subrogation, contribution, indemnity, claim or action in warranty or forced intervention, recoupment or avoidance of any kind against any obligations due to the Released Parties with respect to any Released Claim or asserting any right of assignment of or subrogation against any obligation due by any of the Released Parties;
- (cc) “**Late Filed Claim**” means Claim arising from an agreement which has been disclaimed by the Debtor in the CCAA Proceeding, as defined in the Late Filed Claims Order;
- (dd) “**Late Filed Claims Order**” has the meaning ascribed thereto in the recitals;

- (ee) “**Meeting**” means a meeting or meetings of the Affected Creditors to consider and vote on the Plan held pursuant to the Meeting Order and includes any meeting or meetings resulting from the adjournment thereof;
- (ff) “**Meeting Order**” means an Order by the Court entered in the CCAA Proceeding which, among other things, accepts the filing of this Plan, and orders and declares the procedures to be followed in connection with the creditors’ Meetings, as such Order may be amended, restated or varied from time to time by subsequent Order;
- (gg) “**Monitor**” means BDO Canada Limited;
- (hh) “**Order**” means any order of the Court respecting the CCAA Proceedings;
- (ii) “**Person**” includes an individual, a partnership, a corporation, a trust, a joint venture, an unincorporated organization, a union, a government or any department or agency thereof and the heirs, executors, administrators or other legal representatives of an individual;
- (jj) “**Plan**” means this plan of compromise and arrangement in the CCAA Proceeding;
- (kk) “**Plan Filing Date**” means May 25, 2021
- (ll) “**Plan Implementation Date**” means the Business Day on which the Monitor has filed with the CCAA Court the certificate contemplated in section 6.2 hereof, and which date shall be no later than on or before August 31, 2021;
- (mm) “**Plan Sanction Order**” means an Order by the Court, substantially as set out in Schedule “A” hereof, entered in the CCAA Proceeding, which, among other things, (i) approve, sanction and/or confirm the Plan;
- (nn) “**Plan Termination Date**” means August 31, 2021;
- (oo) “**Priority Claim**” means any Affected Claim that, pursuant to section 6 of the CCAA, has to be paid in priority to the other Affected Claims.
- (pp) “**Proof of Claim**” means the form of Proof of Claim for Creditors as approved by the Claims Procedure Order or Late Filed Claims Order, as applicable;
- (qq) “**Proven Claim**” means a Claim finally determined, settled or accepted for voting and distribution purposes in accordance with the provisions of this Plan, the Claims Procedure Order or the Late Filed Claims Order, by the Plan Implementation Date;
- (rr) “**Released Parties**” means the Debtors, and their respective directors and officers in their capacity as directors and officers of the Debtors;
- (ss) “**Representatives**” mean, collectively, when used in reference to a Person, such Person’s shareholder (whether direct or indirect), directors, officers, employees, representatives, advisors or agents including in each case their respective heirs, legatees, legal representatives, successors or assigns;

- (tt) “**Unaffected Claims**” has the meaning ascribed thereto in section 3.3;
- (uu) “**Website**” means the website maintained by the Monitor in respect of the CCAA Proceeding pursuant to the Initial Order at the following web address: <https://www.bdo.ca/en-ca/extranets/calgaryoilandgas/>.

1.2 Certain Rules of Interpretation

For the purposes of this Plan:

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

section of the Plan, whereas the terms “the Plan”, “hereof”, “herein”, “hereto”, “hereunder” and similar expressions shall be deemed to refer generally to the Plan and not to any particular “article”, “section” or other portion of the Plan and include any documents supplemental hereto.

1.3 Currency

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

1.4 Successors and Assigns

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

1.5 Governing Law

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

1.6 Schedules

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

Schedule A – Draft Plan Sanction Order

Article 2

PURPOSE AND OVERVIEW OF THE PLAN

2.1 Purpose

The purpose of the Plan is:

- (a) to effect a compromise and settlement of all Affected Claims in order to allow the Debtors to restructure their affairs for the benefit of all stakeholders, with a view to expediting the recovery of amounts owed to Affected Creditors by the Debtors and reducing the uncertainties, risks, costs, delays and possible losses that will otherwise occur to stakeholders.
- (b) to complete a transaction for the restructuring of the Debtors through the equity transaction contemplated in the Agreement;
- (c) to effect the distribution of the Distribution Funds and payment of the Proven Claims as set forth in Article 3 and Article 4; and

- (d) to effect a full, final and irrevocable compromise, release, discharge, cancellation and bar of all Affected Claims against the Released Parties.

The Plan is put forward in the expectation that the Creditors, when considered as a whole, will derive a greater and more certain benefit from the implementation of the Plan than they would in the event of a sale of assets, bankruptcy or forced liquidation of the Debtors. Affected Creditors should review this Plan before voting to accept or reject the Plan. The transactions contemplated by this Plan are to be implemented under the CCAA.

2.2 Overview

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

- (a) it is to be noted that, to the best knowledge of the Debtors and the Monitor, no Priority Claim exists;
- (b) payment of the remainder of the Distribution Funds to the Affected Creditors, excluding those mentioned in sub-paragraph 2.2(a), on a pro rata basis among them.

The average recovery for the Affected Creditors under the Plan will be estimated by the Monitor upon completion of the Claims Procedure and the Late Claims Procedure.

Article 3 **CLASSES AND TREATMENT OF CREDITORS**

3.1 Class of Creditors

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

3.2 Claims Procedure

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

3.3 Unaffected Claims

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

- (a) Claims that fall under section 5.1(2) of the CCAA; and

- (b) Claims accepted, approved and confirmed by the Monitor as being secured claims as the result of any claims procedure in the within CCAA Proceeding;

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

3.4 Treatment of Creditors

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

3.5 Voting Rights for Creditors

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

3.6 Interest

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

Article 4 **DISTRIBUTIONS**

4.1 Contributions

The Equity Injection Funds shall be delivered to the Monitor within no more than three (3) days after receipt of written notice from the Monitor certifying that the Plan Sanction Order has become a Final Order, and such monies shall be held by the Monitor in trust in a non-interest-bearing account and distributed by the Monitor in accordance with the terms of this Plan. Should this Plan be terminated for any reason whatsoever and/or in accordance with section 6.3, such monies shall be returned by the Monitor in accordance with the Agreement.

The Monitor shall be entitled to distribute the Distribution Funds to the Unaffected Creditors immediately upon receipt of the Equity Injection Funds.

4.2 Distribution to Creditors

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

- (a) the Priority Claims shall be paid in full within 5 days of the Plan Implementation Date; and

- (b) the remainder of the Distribution Funds, after the payment set forth above, shall be paid on a pro rata basis within 30 days following the Plan Implementation Date.

4.3 Timing of Distributions to Creditors

The Monitor shall hold the Equity Injection Funds in trust pending distribution of the Distribution Funds in accordance with the terms of this Plan.

4.4 Delivery of Distributions to Creditors

Distributions to Affected Creditors of the Distribution Funds shall be made in accordance with the terms of this Plan, as applicable, by the Monitor at the addresses set forth in the in the books and records of the Debtors utilized in the Claims Procedure Order, unless otherwise amended.

4.5 Unclaimed Distributions

Unless directed otherwise by the Court, any portion of a Distribution that is unclaimed for a period of 90 days and that is not otherwise dealt with in the Plan shall be returned to Calgary Oil and Syndicate Partners Ltd. (or such party that Court directs such funds should be returned to) and any entitlement of any other Person to such portion shall be extinguished and forever barred.

4.6 Transfer of Claims; Record Date for Distributions

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

- (i) neither the Debtors nor the Monitor shall be obligated to deal with or to recognize the purchaser, transferee or assignee of the Claim as the Creditor in respect thereof unless and until written notice of the sale, transfer or assignment is provided to the Monitor, such notice to be in form and substance satisfactory to the Monitor, acting reasonably within 5 Business Days prior to the Plan Implementation Date;
- (ii) only holders of record of Claims as at the date of the Meeting shall be entitled to attend, vote or otherwise participate at such meeting of Creditors; provided, however, that: (A) for the purposes of determining whether this Plan has been approved by a majority in number of the Affected Creditors, only the vote of the transferor or the transferee, whichever holds the highest dollar value of such Claims will be counted, and, if such value shall be equal, only the vote of the transferee will be counted; (B) if a Claim has been transferred to more than one transferee, for purposes of determining whether this Plan has been approved by a majority in number of the Affected Creditors, only the vote of the transferee with the highest value of such Claim will be counted; and (C) a transferee of a Claim may only vote with respect to the Claim if they have provided written notice of the sale, transfer, or assignment of the Claim to the Monitor by 5 p.m. on July 16, 2021; and
- (iii) only holders of record of Claims as at 5 Business Days prior to the Plan Implementation Date shall have the right to participate in the corresponding distribution provided for under section 4.2 of this Plan.

Article 5
RELEASES AND INJUNCTIONS

5.1 Plan Releases and Injunctions

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

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

5.2 Timing of Releases and Injunctions

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

Article 6
CONDITIONS PRECEDENT AND IMPLEMENTATION

6.1 Conditions Precedent to Implementation of Plan

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

- (a) entry of the Plan Sanction Order: the Plan Sanction Order shall have been granted by the CCAA Court, including the granting by the CCAA Court of its approval of the compromises, releases and injunctions contained in and effected by this Plan;
- (b) expiry of appeal periods: the Plan Sanction Order shall have become a Final Order; and
- (c) Spartan shall have remitted the Equity Injection Funds to the Monitor.

6.2 Monitor's Certificate

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

6.3 Termination of Plan for Failure to Become Effective

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

6.4 Binding Effect

On the Plan Implementation Date:

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

Article 7 **GENERAL**

7.1 Deeming Provisions

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

7.2 Non-Consummation

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

involving the Released Parties; or (iii) constitute an admission of any sort by the Released Parties or any other Person.

7.3 Plan Amendment

The Debtors reserve the right, at any time and from time to time, to amend, modify and/or supplement this Plan, provided that:

- (a) any such amendment, modification or supplement is contained in a written document and, if made following the Meeting, approved by the CCAA Court following notice to the creditors affected thereby. The Debtors may give notice of a proposed amendment or amendments to the Plan at the Creditors Meeting by notice in writing which shall be deemed sufficient if given to those creditors present at such meeting in person or by proxy; and
- (b) any amendment, modification or supplement may be made unilaterally by the Debtors following the Plan Sanction Order, without the approval of the CCAA Court, provided that it concerns a matter which, in the opinion of the Debtors and the Monitor, acting reasonably, is of an administrative nature required to give better effect of the implementation of this Plan and to the Plan Sanction Order and is not adverse to the financial or economic interests of the Creditors.

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

7.4 Severability

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

7.5 Paramountcy

From and after the Plan Implementation Date, any conflict between: (A) this Plan; and (B) any information summary in respect of this Plan, or the covenants, warranties, representations; terms, conditions, provisions or obligations, express or implied, of any contract, mortgage, security agreement, indenture, loan agreement, commitment letter, document or agreement, written or oral, and any and all amendments and supplements thereto existing between any Creditors and/or the

Released Parties or other Person as at the Plan Implementation Date will be deemed to be governed by the terms, conditions and provisions of this Plan and the Plan Sanction Order. For greater certainties, all Affected Creditors and the Debtors shall be deemed to consent to all transactions contemplated in the Plan.

7.6 Responsibilities of the Monitor

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

7.7 Notices

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

- (a) To the Monitor:

BDO Canada Limited
#110, 5800 – 2nd Street S.W., Calgary, Alberta T2H 0H2
Attention: Jerri Beauchamp (jlbeauchamp@bdo.ca)

- (b) To the Debtors:

c/o Borden Ladner Gervais LLP
520 – 3rd Avenue S.W., Calgary, Alberta T2P 0R3

Attention: Matti Lemmens (mlemmens@blg.com)

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

7.8 No Preference

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

7.9 No Admission and Reservation of Rights

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

DATED as of the 28 day of June, 2021

APPENDIX "B" TO PLAN SANCTION ORDER

MONITOR'S CERTIFICATE

Clerk's Stamp

COURT FILE NUMBER **2101-00814**

COURT **COURT OF QUEEN'S BENCH OF ALBERTA**

JUDICIAL CENTRE **CALGARY**

**IN THE MATTER OF THE *COMPANIES'*
CREDITORS ARRANGEMENT ACT, RSC
1985, c C-36, as amended**

**AND IN THE MATTER OF CALGARY OIL
& GAS SYNDICATE GROUP LTD.,
CALGARY OIL AND GAS
INTERCONTINENTAL GROUP LTD. (IN
ITS OWN CAPACITY AND IN ITS
CAPACITY AS GENERAL PARTNER OF
T5 SC OIL AND GAS LIMITED
PARTNERSHIP), CALGARY OIL AND
SYNDICATE PARTNERS LTD., and
PETROWORLD ENERGY LTD.**

DOCUMENT **MONITOR'S PLAN IMPLEMENTATION DATE
CERTIFICATE**

CERTIFICATE OF THE MONITOR

(Plan Implementation)

All capitalized terms not otherwise defined herein have the meanings ascribed thereto in the Revised Plan of Compromise and Arrangement of the 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), T5 SC Oil and Gas Limited Partnership, Calgary Oil and Syndicate Partners Ltd. and Petroworld Energy Ltd. (collectively, the "**Debtors**") pursuant to the *Companies' Creditors Arrangement Act*, RSC 1985, c. C-36, as amended, dated June 28, 2021 (as may be amended, restated, supplemented and/or modified in accordance with its terms, the "**Revised Plan**").

Pursuant to Article 6 of the Revised Plan, BDO Canada Limited (the "**Monitor**"), in its capacity as Court-appointed Monitor of the Debtors, delivers this certificate to the Debtors and hereby certifies that all of the conditions precedent to implementation of the Revised Plan as set out in Article 6 of the Revised Plan have been satisfied or waived. Pursuant to the Revised Plan, the Plan Implementation Date has occurred on this day. This Certificate will be filed with the Court and posted on the Monitor's Website.

DATED at the City of Calgary, in the Province of Alberta, this ____ day of _____, 2021

BDO CANADA LIMITED

Per: _____

Name:

Title:

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<p>IHS MARKIT CANADA LIMITED C/O Lockbox 915280, PO Box 4090, STN A Toronto, ON M5V 0E9</p> <p>accountsreceivable.americas@ihsmarkit.com</p>	<p>IMPULSE DOWNHOLE TOOLS 5120- 67th Ave. NW Edmonton, AB T6B 3N9</p> <p>ar@impulsedownhole.com</p>
<p>INTERRA ENERGY SERVICES Suite 2500, 645- 7th Ave. SW Calgary, AB T2P 4G8</p> <p>cdninfo@interraenergy.com</p> <p>roy.shaw@interraenergy.com</p>	<p>INTEGRITY OILFIELD INC. Box 102 Eckville, AB T0M 0X0</p> <p>integrity@platinum.ca</p>
<p>HAYDUK PICKER SERVICE LTD. Box 7915 Drayton Valley, AB T7A 1S9</p> <p>khayduk@haydukpicker.ca</p> <p>admin@haydukpicker.ca</p>	<p>J.D.A. VENTURES LTD. 713031 Range Road 64 Grande Prairie, AB T8W 5E5</p> <p>GM@jda.ca</p>
<p>KARIBU INDUSTRIES LTD Box 59 Stauffer, AB T0M 1W0</p> <p>karibu@xplornet.com</p>	<p>KATCH KAN 8210 McIntyre Road Edmonton, AB T6E 5C4</p> <p>strebella@katchkan.com</p> <p>ar@katchkan.com</p>
<p>MCMEEKIN RESOURCES LTD Box 384 Rocky Mountain House, AB T4T 1A3</p> <p>mcmres@telus.net</p>	<p>MEDICINE RIVER OIL RECYCLERS LTD Box 58 Eckville, AB T0M 0X0</p> <p>eftnotices@mrora.ca</p>

<p>KEMKO INC. Suite 1200, 606- 4 Street. SW Calgary, AB T2P 1T1</p> <p>hrad@uniquem.ca</p>	<p>MRC GLOBAL (CANADA) ULC LB 310130 PO Box 578, STN M Calgary, AB T2P 2J2</p> <p>info@mrcglobal.com</p> <p>remitca@mrcglobal.com</p>
<p>M.W.G. TRUCKING LTD. 5021 42 Ave. Calmar, AB T0C 0V0</p> <p>mwgtrucking@live.com</p>	<p>NEWAY OILFIELD SERVICES 18 Westpark Court Ft. Sask, AB T8L 3W9</p> <p>neway@telus.net</p>
<p>PETROSIGHT INC. 1930, 605 5th Avenue SW Calgary, AB T2P 3H5</p> <p>info@petrosight.ca</p>	<p>PRIORITY PROJECTS LTD. 1603- 8 Street Nisku, AB T9E 7S7</p> <p>info@priorityprojects.com</p>
<p>PROSPECTOR ENERGY SERVICES PO Box 179 Bezanson, AB T0H 0G0</p> <p>sandy@prospectorinc.ca</p>	<p>PROGRESSIVE WELLSITE MANAGEMENT LTD. Suite 3600- 700 2nd Street SW Calgary, AB T2P 1X0</p> <p>info@progressivewellsite.com</p>
<p>RAVEN DRILLING CORP. 115 Scenic Ridge Crt. NW Calgary, AB T3L 1V2</p> <p>moore.don17@gmail.com</p>	<p>RCM TRANSPORT LTD 49 McKenzie Drive Red Deer County, AB T4S 2H4</p> <p>al@rcmtransport.ca kent@rcmtransport.ca april@rcmtransport.ca</p>

<p>ROFS CANADA LTD. (formerly RELIANCE OFS CANADA LTD.) Suite 2500, 333- 7th Ave. SW Calgary, AB T2P 2Z1</p> <p>ian.buchanan@edgeofs.com</p> <p>donna.sharlow@relianceofs.com</p>	<p>ROTOR-TECH, CANADA LTD. Unit 1, 5220 Duncan Ave., PO Box 909 Blackfalds, AB T0M 0J0</p> <p>gbachul@rotor-tech.com</p> <p>cdnoffice@rotor-tech.com</p>
<p>RSS OILFIELD SERVICES LTD. PO Box 5510 Leduc, AB T9E 2A1</p> <p>general@rss1.ca</p>	<p>SECURE ENERGY SERVICES INC 3600-205 5th Ave. SW Calgary, AB T2P 2V7</p> <p>cdietz@secure-energy.ca</p>
<p>SILVERBACK STEAM & HEATING RENTALS INC. PO Box 475 Red Deer, AB T4N 5G1</p> <p>Shawn@silverbackrentals.com</p>	<p>SILVER FOX SERVICES LTD. 29061 TWP 350 Red Deer County, AB T4G 0M6</p> <p>sales@silver-fox.net</p>
<p>STARS Box 570, 1441 Aviation Park NE Calgary, AB T2E 8M7</p> <p>info@stars.ca</p>	<p>STERANKO INC. 43 Cornwallis Drive NW Calgary, AB T2K 1T6</p> <p>jonathan@sterankoinc.com</p>
<p>NEXSOURCE POWER ELECTRIC & CONTROLS INC. 40 Industrial Dr. Sylvan Lake, AB T4S 1P4</p> <p>ddakin@nexsourcepower.com</p> <p>swzykoski@nexsourcepower.com</p>	<p>SUMMIT LIABILITY SOLUTIONS Suite 110 855-42nd Ave SE Calgary, AB T2G 1Y8</p> <p>kthind@summitearth.com</p> <p>AR@summitearth.com</p>

<p>SYNERGY WELL SERVICING LTD. 4205A-47 Ave Olds, AB T4H 1T9</p> <p>chays@synergywellservicing.ca</p>	<p>TAQA NORTH LTD 2100, 308 4th Ave SW Calgary, AB T2P 0H7</p> <p>treasury@taqa.ca</p>
<p>TECTONIC ENERGY CONSULTING INC. Suite 137, 4950 106th Ave SE Calgary, AB T2C 5E9</p> <p>JSeweryn@tectonicenergy.com</p>	<p>TED BEATH WELDING LTD. Box 6628 Drayton Valley, AB T7A 1S1</p> <p>riley@highcountryoilfield.com</p> <p>sbeath@telus.net</p>
<p>TERVITA CORPORATION 500, 140 - 10 Avenue SE Calgary, AB T2G 0R1</p> <p>Tsougrianis, Taki tsougrianis@tervita.com</p> <p>remittances@tervita.com</p>	<p>THE SAFETY DEPOT Box 819, 4715 - 49 Street Rocky Mountain House, AB T4T 1A6</p> <p>info@thesafetydepot.ca</p> <p>accounts@thesafetydepot.ca</p>
<p>THRU TUBING SOLUTIONS PO Box 85, Station M Calgary, AB T2P 2G9</p> <p>ttsinfo@thrutubing.com</p> <p>dsmotra@thrutubing.com</p>	<p>SW ENERGY FRONTIERS 2000, 125-9th Avenue SW Calgary, AB T2G 0P6</p> <p>abertram2@icloud.com</p>
<p>TRYSON ENERGY SERVICES INC Box 1390 Blackfalds, AB T0M 0J0</p> <p>lorne@trysonenergy.com</p> <p>info@trysonenergy.com</p>	<p>TRYTON TOOL SERVICES 6702-56 Street, PO Box 10667 Lloydminster, AB T9V 3A7</p> <p>ehcheck@trytontoolservices.com</p> <p>lloydminster@trytontoolservices.com</p>

<p>TYKAN SYSTEMS LTD. Box 5161 Drayton Valley, AB T7A 1R4</p> <p>tykansystems@gmail.com</p>	<p>ULTERRA LP 7010-45 Street Leduc, AB T9E 7E7</p> <p>info@ulterra.com</p> <p>canadaadmin@ulterra.com</p>
<p>VAPOR NITROGEN SERVICES LTD. 37338 C & E Trail Red Deer, AB T4E 1R6</p> <p>vapornitrogen@gmail.com</p>	<p>WATTS PROJECTS INC. 82 Queens Drive Red Deer, AB T4P 0R4</p> <p>admin@wattsprojects.com</p> <p>ar@wattsproject.com</p>
<p>WEYERHAEUSER C/O V7438, PO Box 7438, Station Terminal Vancouver, BC V6B 4E2</p> <p>accts.recv@weyerhaeuser.com</p>	<p>WTS TREATMENT SOLUTIONS LTD. PO Box 1756 Nanton, AB T0L 1H0</p> <p>kevin@wtsolutions.ca</p>
<p>YAMCHI SERVICES LTD. Unit 303, 1730- 12th Street SW Calgary, AB T2T 3M9</p> <p>joseph@yamchiservices.com</p>	
<p>1791069 AB LTD. PO Box 102 Eckville, AB T0M 1X0</p>	<p>2075980 ALBERTA LTD Box 34 Rocky Mountain House, AB T4T 1A1</p>

<p>ANDY PREFONTAINE 16 Wexford Place Calgary, AB T3H 0G9</p>	<p>BLACK IRON COMPRESSION LTD. 7 Copperpond Manor Calgary, AB T2Z 0R2</p>
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<p>HARLEY H.K. HOILES 136 Citadel Green NW Calgary, AB T3G 4G6</p>	<p>IRON MAN ENERGY 252 Ranch Estates Drive Calgary, AB T3G 1K8</p>
<p>MARTEX LTD 68 Woodpath Terrace SW Calgary, AB T2W 5Z6</p>	<p>MHT OILFIELD SERVICES INC. 3805-56 Ave Rocky Mountain House, AB T4T 1V5</p>
<p>O'CHIESE FIRST NATION PO Box 2127 Rocky Mountain House, AB T4T 1B6</p>	<p>STREAM-FLO INDUSTRIES 4505- 74 Avenue Edmonton, AB T6B 2H5</p>

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WEBCO CONSULTING LTD. #4 7459 49th Ave.. Red Deer, AB T4P 1N2	WEIR SEABOARD OIL & GAS SEABOARD CANADA LTD. C/O C35063C, PO Box 2521, STN M Calgary, AB T2P 0T6