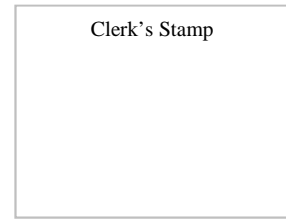


COURT FILE NUMBER **2001-**
COURT COURT OF QUEEN’S BENCH OF ALBERTA
JUDICIAL CENTRE CALGARY



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 **ORIGINATING APPLICATION**

ADDRESS FOR Matti Lemmens / Tiffany Bennett
SERVICE AND Borden Ladner Gervais LLP
CONTACT 1900, 520 3rd Ave. S.W.
INFORMATION OF Calgary, AB T2P 0R3
PARTY FILING THIS Telephone: (403) 232-9511 / (403) 232-9199
DOCUMENT Facsimile: (403) 266-1395
 Email: MLemmens@blg.com / TiBennett@blg.com

NOTICE TO THE RESPONDENTS: SEE ATTACHED SCHEDULE “A”

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

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

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

Date: February 10, 2021
Time: 3:00 p.m.
Where: Calgary Courts Centre, 601 – 5th Avenue S.W., Calgary AB
Before: The Honourable Justice D. B. Nixon

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

Remedy Sought:

1. The Applicants, Calgary Oil & Gas Syndicate Group Ltd., Calgary Oil and Gas Intercontinental Group Ltd. (“**Intercontinental**”) (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. (“**Syndicate Partners**”), and Petroworld Energy Ltd. (“**Petroworld**”) (collectively, the “**Applicants**”), seek an initial order under the *Companies’ Creditors Arrangement Act*, RSC 1985, c C-36 as amended (the “**CCAA**”), granting an interim stay pursuant to section 11 of the *CCAA, Companies’ Creditors Arrangement Act*, RSC 1985, c C-36, and granting such other relief on the terms substantially set out in the draft Initial Order attached hereto as **Schedule “B”**, including, *inter alia*, the following relief:
 - (a) abridging the time for, and deeming service of, the within Originating Application and supporting materials to be good and sufficient;
 - (b) declaring each of the Applicants to be a company to which the *CCAA* applies;
 - (c) declaring that the Companies and the related T5 SC Oil and Gas Limited Partnership (the “**Partnership**”) shall enjoy the benefits and protections provided for, and shall be subject to the restrictions as set out in, the Initial Order and any amendments thereto;
 - (d) authorizing the Companies and the Partnership to remain in possession and control of their current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof (the “**Property**”) and to continue to carry on business in a manner consistent with the preservation of their business (the “**Business**”) and the Property;
 - (e) entitling the Companies and the Partnership to make payment of all obligations owing in respect of payments to their consultants for the operation of the Business;
 - (f) entitling the Companies and the Partnership to make reasonable expenses incurred by them in operating the Business in the ordinary course, including making payments of obligations owing in respect of goods and services supplied to the Companies or the Partnership prior to the date of the Initial Order, subject to the consent of the Monitor (as defined below);

- (g) staying, for an initial period of no more than 10 days, all proceedings and remedies taken or that might be taken in respect of the Companies and the Partnership, the Business, or the Property, except as otherwise set forth in the Initial Order or otherwise permitted by law, and upon subsequent application, a further period of time to be determined;
- (h) preventing any Person (as defined in the Initial Order) from accelerating performance of any rights in respect of the Companies and the Partnership, except with the written consent of the Companies (in their respective own capacities or in the capacity as general partner of the Partnership, as the case may be) and the Monitor, or with leave of the Court;
- (i) restraining any Person from interfering with the supply of goods or services to the Companies and the Partnership;
- (j) staying all proceedings and remedies taken or that might be taken in respect of claims against the directors or officers of the Companies that relate to liability of such Persons in their capacity as directors or officers of the Companies, except as otherwise set forth in the Initial Order or otherwise permitted by law;
- (k) appointing BDO Canada Limited (“**BDO**”) as monitor (the “**Monitor**”) of the Companies in the within proceedings;
- (l) authorizing the Companies to pay all reasonable fees and disbursements of its counsel, the Monitor, and the Monitor’s counsel;
- (m) declaring 2076273 Alberta Ltd., APT Energy Services Ltd., Klassen’s Mechanical Oilfield Maintenance Ltd., and Ty-Co Industries Ltd. (collectively, the “**Critical Suppliers**”) to be critical suppliers of the Companies and the Partnership pursuant to the CCAA;
- (n) granting the following charges over the Property of the Companies in the following relative priorities:
 - (i) First, a charge in favour of the Monitor, its legal counsel, and the Companies’ legal counsel to a maximum amount of \$350,000.00;

- (ii) Second, a charge in favour of the Critical Suppliers to a maximum amount of \$60,000.00; and
- (iii) Third, a charge in favour of the directors and officers of the Companies to a maximum amount of \$100,000.00;
- (o) scheduling a comeback application for a hearing at a date and time to be set by the Court, but in any event, no later than February 19, 2021; and
- (p) such further and other relief as the Applicants may request and this Honourable Court may deem just.

Basis for this Claim:

2. Each of the Applicants is a company to which the *CCAA* applies and meets the statutory requirements to be eligible for relief under the *CCAA*. Further, the Applicants are affiliated debtor companies within the meaning of the *CCAA*.
3. The Applicants are a group of affiliated privately-held companies that are engaged in energy production in Alberta, with expertise in the exploration, development and production of natural gas and liquefied natural gas. The Applicants' oil and gas portfolio is primarily managed and operated by Intercontinental.
4. With the exception of Intercontinental and Petroworld (the latter of which had managed Intercontinental's office), the remaining Applicants are holding companies and do not actively engage in the business activities except as incidental to Intercontinental's operations, nor do they own any significant assets other than shares or limited partnership units (as applicable). Intercontinental's business operations are further conducted through the Partnership, in which Intercontinental holds 1% interest as general partner, and Syndicate Partners holds 99% interest as limited partner. The Applicants and the Partnership have an integrated business model whereby each of them exist for the sole purpose of conducting the Business.
5. The core focus of the Business, facilitated through Intercontinental and the Partnership, is the production of natural gas and natural gas liquids from the Spirit River Formation in the

Ferrier area. The scope of operations involves primary recovery through the drilling and tie-in of horizontal wells.

6. As a junior energy producer, the viability of the Applicants' and the Partnership's business operations is highly dependent upon oil and gas commodity pricing. The Applicants and the Partnership have been significantly impacted by challenging market conditions in the Canadian oil and gas industry, including protracted depressed oil and gas pricing, as well as market volatility due to several factors such as the current COVID-19 pandemic.
7. The Partnership experienced a decrease in net revenue generation over the first three quarters of 2020, during which the Partnership generated net revenues of approximately \$11.077 million, as opposed to \$17.378 million for the same time period in 2019. As of September 30, 2020, the Partnership suffered a net loss of approximately \$2.633 million in 2020. In particular, the Partnership had a loss netback of \$3.11/boe for the first three quarters of 2020. Although the Partnership retained a positive cash flow as of the third quarter of 2020, there has been a decrease in cash flow throughout 2020, which was largely attributable to the decrease of natural gas liquids commodity pricing.
8. In addition to market conditions during the COVID-19 pandemic, the Partnership's operations have also been directly impacted by the self-isolation and social distancing restrictions imposed by the Government of Alberta respecting same, and the closure or reduced operations in and around Alberta and Canada.
9. Despite the Applicants' efforts to optimize operations and reduce expenses, the Applicants and the Partnership have continued to be negatively impacted by, among other things, the volatility of oil and gas commodity pricing, protracted decrease in natural gas demand, and reduced revenues due to market conditions and the Applicants' capital conservation and liquidity preservation efforts.
10. The Applicants and the Partnership, with the assistance of legal and financial advisors, have continued efforts to manage their liquidity position and to review strategic options to address their financial position. The present cash flow is insufficient to provide for the immediate payment of all due and owing obligations. The Applicants believe that the present financial

structure of the Business is unsustainable in light of reduced operating revenues in the current market environment and absent an increase in commodity prices and a restructuring of its current debt. However, given the total proved reserve values of the Ferrier assets and the potential end of the COVID-19 pandemic on the horizon following the roll-out of vaccines, the Applicants believe their constrained financial position is temporary and that the Business has a viable financial outlook in the long-term.

11. The Applicants believe that the commencement of the within CCAA proceedings is in the best interest of the Applicants and the Partnership and is necessary to provide the Applicants and the Partnership with stability for its business and time to advance potential restructuring alternatives for the benefit of all of its stakeholders.
12. The Applicants and the Partnership are unable to make full payment of financial obligations as they come due, including debt repayment and amounts owing to trade creditors. Notably, the Partnership is in default of its obligations pursuant to a loan agreement with the Applicants' major secured creditor, Crown Capital Partner Funding, LP, by its general partner Crown Capital LP Partner Funding Inc. (collectively, "**Crown Capital**"). Exacerbated by the terms of the forbearance agreement, the Applicants and the Partnership have been unable to pay a number of trade creditors, who have, in turn, filed liens, initiated legal proceedings, obtained judgment or delivered demand letters to the Applicants for amounts owing due to delays in the payment of invoices.
13. The Applicants and the Partnership urgently require the protection afforded by the CCAA to preserve value for the benefit of all stakeholders, maintain stability for the Business and to provide time to consider strategic options that may be available to assist with addressing their debt structure.
14. In order to successfully restructure their business and affairs, the Applicants and the Partnership require protection for suppliers critical to the ongoing operations of the Company.
15. Intercontinental has claims against it in excess of \$5 million. As of the date of this Affidavit, the aggregate secured and unsecured claims against Intercontinental totalled approximately

\$40.3 million. While claims against the other Applicants are more limited, the integrated nature of the corporate group and its business operations means that all entities are reliant upon the financial performance of Intercontinental and the Partnership. With respect to Syndicate Group, Syndicate Partners and Petroworld, certain trade creditors have commenced litigation or issued demands against these entities related to the Property and the Business. Aggregate contingent claims relating to litigation against Petroworld are in excess of \$100,000.00.

16. BDO has consented to act as the Court-appointed Monitor of the Applicants in these proceedings, if so appointed by the Court.
17. Such other grounds as set out in the Affidavit of Ryan Martin.
18. The provisions of the CCAA and this Court's equitable and inherent jurisdiction.
19. Such further and other grounds as counsel may advise and this Court may permit.

Affidavit or other evidence to be used in support of this application:

20. The Affidavit of Ryan Martin, sworn February 5, 2021;
21. The consent of BDO to act as Monitor of the Applicant; and
22. Such further and other evidence as counsel may advise and this Honourable Court may permit.

Applicable Acts and regulations:

23. CCAA;
24. *Judicature Act*, RSA 2000, c J-2, as amended;
25. *Alberta Rules of Court*, AR 124/2010, as amended; and
26. Such further and other acts and regulations as counsel may advise and this Honourable Court may permit.

How the Application is Proposed to be Heard or Considered:

27. Before the Honourable Mr. Justice D. B. Nixon on February 10, 2021 at 3:00 p.m., or as soon thereafter as counsel may be heard, in accordance with the directions of the Court for videoconference attendance.

WARNING

You are named as a respondent because you have made or are expected to make an adverse claim in respect of this originating application. If you do not come to Court either in person or by your lawyer, the Court may make an order declaring you and all persons claiming under you to be barred from taking any further proceedings against the applicant(s) and against all persons claiming under the applicant(s). You will be bound by any order the Court makes, or another order might be given or other proceedings taken which the applicant(s) is/are entitled to make without any further notice to you. If you want to take part in the application, you or your lawyer must attend in Court on the date and at the time shown at the beginning of this 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”

Service List

COURT FILE NUMBER

2001-

COURT

COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE

CALGARY

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

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

DOCUMENT

SERVICE LIST

<p>BORDEN LADNER GERVAIS LLP 1900, 520 – 3 Ave SW Calgary, AB T2P 0R3</p> <p>Matti Lemmens MLemmens@blg.com</p> <p>Tiffany Bennett TiBennett@blg.com</p> <p><i>Counsel for T5 SC Oil and Gas Limited Partnership</i></p>	<p>ALBERTA ENERGY REGULATOR Suite 1000, 250 – 5 Street SW Calgary, AB T2P OR4</p> <p>Maria Lavelle insolvency@aer.ca / maria.lavelle@aer.ca</p>
<p>BDO CANADA LLP 620, 903 – 8 Ave SW Calgary, AB T2P 0P7</p> <p>Marc Kelly makelly@bdo.ca</p> <p><i>Monitor</i></p>	<p>TORYS LLP 525 – 8 Avenue SW Calgary, A T2P 1G1</p> <p>Gino Bruni gbruni@torys.com</p> <p><i>Counsel for Fedmet Tubulars</i></p>

<p>MLT AIKINS LLP 2100 Livingston Place 222 3 Ave SW Calgary, AB T2P 0B4</p> <p>Ryan Zahara rzahara@mltaikins.com</p> <p><i>Counsel for: Crown Capital Partner Funding LP, Crown Capital LP Partner Funding Inc.</i></p>	<p>MILES DAVISON LLP 900, 517 – 10th Avenue SW Calgary, AB T2R 0A8</p> <p>Calvin C. Robb crobb@milesdavison.com</p> <p>Terry L. Czechowskyj tczech@milesdavison.com</p> <p><i>Counsel for Core Completions Inc.; Essential Coil Well Services L.P; Formula Powell LP</i></p>
<p>MCLEOD LAW LLP Third Floor, 14505 Bannister Road SE Calgary, AB T2X 3J3</p> <p>Shane B. King sking@mcleod-law.com</p> <p><i>Counsel for Savanna Drilling Corp., Total Oilfield Rentals Ltd</i></p>	<p>TRICAN WELL SERVICES LTD. 2900, 645 – 7th Avenue SW Calgary, AB T2P 4G8</p> <p>Legal Department conwuekwe@trican.com</p>
<p>MLT AIKINS LLP 2200 – 10235 – 101 Street Edmonton, AB T5J 3G1</p> <p>Sanjana Ahmed sahmed@mltaikins.com</p> <p><i>Counsel for High Country Oilfield Transportation Inc.</i></p>	<p>BLACK DIAMOND GROUP 8901 – 102 Street Clairmont, AB T0H 0W0</p> <p>Darci Nездoly dnesdoly@blackdiamondgroup.com</p>
<p>MILLER THOMSON LLP Commerce Place 10155 – 102 Street, Suite 2700 Edmonton, AB T5J 4G8</p> <p>Thomas V. Duke tduke@millertomson.com</p> <p><i>Counsel for VDM Trucking Service Ltd.</i></p>	<p>THE LAW OFFICE OF JORDAN FELTON, PLLC 14811 St. Mary’s Lane, Suite 285 Houston, TX 77079</p> <p>Jordan Felton jordan@jfeltonlaw.com</p> <p><i>Counsel for Weatherford</i></p>

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

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

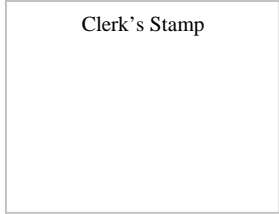
<p>DIXON COMMERCIAL INVESTIGATORS (1982) INC. 43, 918 – 16 Avenue NW Calgary, AB T2M 0K3</p> <p>Danielle MacWhirter collections@dixoncommercial.com</p> <p><i>Agent for TNT Hydro Vac & Line Locators</i></p>	<p>CORE LABORATORIES CANADA, LTD. 2810 – 12 Street NE Calgary, AB T2E 7P7</p> <p>Mark Forbes mark.forbes@corelab.com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

<p>HOOEY & COMPANY 120, 4954 Richard Road SW Calgary, AB T3E 6L1</p> <p>Brent H. Hooley brent@hooeylawyers.ca</p> <p><i>Counsel for DDR Steam & Pressure Washing</i></p> <p>Mark D.J. Schulz Mark@hooeylawyers.ca</p> <p><i>Counsel for Silver City Investments Ltd.</i></p>	<p>WARREN SINCLAIR LLP 600, 4911 – 51 St Red Deer, AB T4N 6V4</p> <p>Charlie Langlois clanglois@warrensinclair.com</p> <p><i>Counsel for Bronco Slickline Services Ltd., Versatile Energy Services Ltd.</i></p>
<p>THE TORONTO-DOMINION BANK – 82389 10205 – 101 Street Edmonton, AB T5J 2Y8</p>	<p>BULL MOOSE CAPITAL LTD. 500, 505 – 8 Avenue SW Calgary, AB T2P 1G2</p> <p>lpsmith@bullmoosecapital.ca</p>
<p>MILORAD KLJAJIC 606, 1118 – 12 Avenue SW Calgary, AB T2R 0P4</p> <p>mkljajic@live.com</p> <p><i>Counsel for FSTIM Consulting Inc.</i></p>	<p>ENERFLEX LTD. 4700 – 47 Street SE Calgary, AB T2B 3R1</p> <p>rentals@enerflex.com</p>
<p>702856 ALBERTA LTD. o/a Continental Imaging Products Ltd. 940A – 11 Avenue SW Calgary, AB T2R 0E7</p> <p>kspringer@cosd.com</p>	<p>T&S COLLECTIONS LTD. 105, 412 – 53 Avenue SE Calgary, AB T2H 0N4</p> <p>tscollection@shaw.ca</p> <p><i>Agent for Pason Systems Corp.</i></p>

Schedule “B”

Initial Order

COURT FILE NUMBER **2001-**
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 **INITIAL ORDER**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT Matti Lemmens / Tiffany Bennett
Borden Ladner Gervais LLP
1900, 520 3rd Ave. S.W.
Calgary, AB T2P 0R3
Telephone: (403) 232-9511 / (403) 232-9199
Facsimile: (403) 266-1395
Email: MLemmens@blg.com / TiBennett@blg.com

DATE ON WHICH ORDER WAS PRONOUNCED: **FEBRUARY 10, 2021**
LOCATION WHERE ORDER WAS PRONOUNCED: **CALGARY, ALBERTA**
NAME OF JUSTICE WHO MADE THIS ORDER: **THE HONOURABLE MR. JUSTICE D. B. NIXON**

UPON the application of the Applicants, 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 "**Partnership**")), Calgary Oil and Syndicate Partners Ltd., and Petroworld Energy Ltd. (collectively, the "**Applicants**");

AND UPON having read the Originating Application, the Affidavit of Ryan Martin, sworn February 5, 2021 (the "**Martin Affidavit**") and the consent of BDO Canada Limited ("**BDO**") to act as Monitor;

AND UPON being advised that secured creditors who are likely to be affected by the charges created herein have been provided with notice of this application;

AND UPON hearing counsel for the Applicants, counsel for the proposed Monitor, and any other interested parties present,

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

1. 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.

CAPITALIZED TERMS

2. Capitalized terms used but not otherwise defined in this Order shall have the meaning given to such terms in the Martin Affidavit.

APPLICATION

3. Each of the Applicants is a company to which the *Companies’ Creditors Arrangement Act*, R.S.C.1985, c. C-36, as amended (the “**CCAA**”) applies. For greater certainty, the Applicants are declared to be “affiliated companies” to which the *CCAA* applies.

PLAN OF ARRANGEMENT

4. The Applicants shall have the authority to file and may, subject to further order of this Court, file with this Court a plan of compromise or arrangement (the “**Plan**”).

POSSESSION OF PROPERTY AND OPERATIONS

5. The Applicants and the Partnership shall:
 - (a) remain in possession and control of their current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof (the “**Property**”);

- (b) subject to further order of this Court, continue to carry on business in a manner consistent with the preservation of their business (the “**Business**”) and Property; and
- (c) be authorized and empowered to continue to retain independent contractors, consultants, agents, experts, accountants, counsel, financial advisors, investment bankers and such other persons (collectively “**Assistants**”) currently retained or employed by it, with liberty to retain such further Assistants as it deems reasonably necessary or desirable in the ordinary course of business or for the carrying out of the terms of this Order.
- (d) be entitled to continue to utilize the central cash management system currently in place as described in the Martin Affidavit, with the exception of the lockbox account described in same (the “**Blocked Account**”), or replace it with another substantially similar central cash management system (the “**Cash Management System**”) and any present or future bank providing the Cash Management System shall not be under any obligation whatsoever to inquire into the propriety, validity or legality of any transfer, payment, collection or other action taken under the Cash Management System, or as to the use or application by the Applicants of funds transferred, paid, collected or otherwise dealt with in the Cash Management System, shall be entitled to provide the Cash Management System without any liability in respect thereof to any Person (as hereinafter defined) other than the Applicants, pursuant to the terms of the documentation applicable to the Cash Management System, and shall be, in its capacity as provider of the Cash Management System, an unaffected creditor under the Plan with regard to any claims or expenses it may suffer or incur in connection with the provision of the Cash Management System. For greater certainty, the Applicants are not obligated to continue the use of the Blocked Account and shall be entitled to remit any funds that would have been remitted into the Blocked Account immediately prior to the granting of this Order to any account the Applicants deem appropriate in the ordinary course of business in accordance with the balance of the Cash Management System; and

6. To the extent permitted by law, the Applicants shall be entitled but not required to pay the following advances or payment of the following expenses, whether incurred prior to or after this Order:
 - (a) all outstanding and future compensation, expenses and other payments payable to the Applicants' consultants on or after the date of this Order, in each case incurred in the ordinary course of business and consistent with consulting contracts and arrangements;
 - (b) the reasonable fees and disbursements of any Assistants retained or employed by the Applicants in respect of these proceedings, at their standard rates and charges, including for periods prior to the date of this Order; and
 - (c) with consent of the Monitor, amounts owing for goods or services supplied to the Applicants, including for periods prior to the date of this Order if, in the opinion of the Applicants following consultation with the Monitor, the supplier or vendor of such goods or services is necessary for the operation or preservation of the Business or the Property.

7. Except as otherwise provided to the contrary herein, the Applicants shall be entitled but not required to pay all reasonable expenses incurred by the Applicants in carrying on the Business in the ordinary course after this Order, and in carrying out the provisions of this Order and any other Order of this Court, which expenses shall include, without limitation:
 - (a) all expenses and capital expenditures reasonably necessary for the preservation of the Property or the Business including, without limitation, payments on account of insurance (including directors and officers insurance), maintenance and security services; and
 - (b) payment for goods or services actually supplied to the Applicants following the date of this Order.

8. The Applicants shall remit, in accordance with legal requirements, or pay:

- (a) all goods and services or other applicable sales taxes (collectively, “**Sales Taxes**”) required to be remitted by the Applicants in connection with the sale of goods and services by the Applicants, but only where such Sales Taxes are accrued or collected after the date of this Order, or where such Sales Taxes were accrued or collected prior to the date of this Order but not required to be remitted until on or after the date of this Order; and
 - (b) any amount payable to the Crown in Right of Canada or of any Province thereof or any political subdivision thereof or any other taxation authority in respect of municipal realty, municipal business or other taxes, assessments or levies of any nature or kind which are entitled at law to be paid in priority to claims of secured creditors and that are attributable to or in respect of the carrying on of the Business by the Applicants.
- 9. Until such time as a real property lease is disclaimed or resiliated in accordance with the CCAA, the Applicants may pay all amounts constituting rent or payable as rent under real property leases (including, for greater certainty, common area maintenance charges, utilities and realty taxes and any other amounts payable as rent to the landlord under the lease) based on the terms of existing lease arrangements or as otherwise may be negotiated by the Applicants from time to time for the period commencing from and including the date of this Order (“**Rent**”), but shall not pay any rent in arrears.
- 10. Except as specifically permitted in this Order, the Applicants are hereby directed, until further order of this Court:
 - (a) to make no payments of principal, interest thereon or otherwise on account of: (i) amounts owing by the Applicants, or any of them, as of the date of this Order or otherwise becoming due and owing during these CCAA proceedings pursuant to the Loan Agreement and the Forbearance Agreement, and (ii) amounts owing by the Applicants to any of their other creditors as of the date of this Order;
 - (b) to grant no security interests, trust, liens, charges or encumbrances upon or in respect of any of their Property; and

- (c) not to grant credit or incur liabilities except in the ordinary course of the Business.

RESTRUCTURING

11. The Applicants and the Partnership shall subject to such requirements as are imposed by the CCAA, have the right to:

- (a) permanently or temporarily cease, downsize or shut down any of their business or operations and to dispose of redundant or non-material assets not exceeding \$50,000 in any one transaction or \$100,000 in the aggregate, provided that any sale that is either (i) in excess of the above thresholds, or (ii) in favour of a person related to any of the Applicants (within the meaning of section 36(5) of the CCAA), shall require authorization by this Court in accordance with section 36 of the CCAA;
- (b) disclaim or resiliate, in whole or in part, with the prior consent of the Monitor (as defined below) or further order of the Court, their arrangements or agreements of any nature whatsoever with whomsoever, whether oral or written, as the Applicants deems appropriate, in accordance with section 32 of the CCAA; and
- (c) pursue all avenues of refinancing or restructuring of their Business or Property, in whole or part, subject to prior approval of this Court being obtained before any material refinancing or restructuring,

all of the foregoing to permit the Applicants to proceed with an orderly restructuring of the Business (the “**Restructuring**”).

12. The Applicants shall provide each of the relevant landlords with notice of the Applicants’ intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal. If the landlord disputes the Applicants’ entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Applicants or any one of

them, or by further order of this Court upon application by the Applicants' on at least two (2) days' notice to such landlord and any such secured creditors. If the Applicants disclaim or resiliate the lease governing such leased premises in accordance with section 32 of the CCAA, they shall not be required to pay Rent under such lease pending resolution of any such dispute other than Rent payable for the notice period provided for in section 32(5) of the CCAA, and the disclaimer or resiliation of the lease shall be without prejudice to the Applicants' claim to the fixtures in dispute.

13. If a notice of disclaimer or resiliation is delivered pursuant to section 32 of the CCAA, then:
 - (a) during the notice period prior to the effective time of the disclaimer or resiliation, the landlord may show the affected leased premises to prospective tenants during normal business hours, on giving the Applicants and the Monitor five (5) business days prior written notice; and
 - (b) at the effective time of the disclaimer or resiliation, the relevant landlord shall be entitled to take possession of any such leased premises without waiver of or prejudice to any claims or rights such landlord may have against the Applicants or any of them in respect of such lease or leased premises and such landlord shall be entitled to notify the Applicants of the basis on which it is taking possession and to gain possession of and re-lease such leased premises to any third party or parties on such terms as such landlord considers advisable, provided that nothing herein shall relieve such landlord of its obligation to mitigate any damages claimed in connection therewith.

NO PROCEEDINGS AGAINST THE APPLICANTS OR THE PROPERTY

14. Until and including February 20, 2021, or such later date as this Court may order (the "**Stay Period**"), no proceeding or enforcement process in any court, or, subject to any exceptions under the CCAA, a tribunal (each, a "**Proceeding**") shall be commenced or continued against or in respect of the Applicants or the Monitor, or affecting the Business or the Property, except with the written consent of the Applicants or the Monitor, or with

leave of this Court, and any and all Proceedings currently under way against or in respect of the Applicants or any of them, or affecting the Business or the Property are hereby stayed and suspended pending further order of this Court or the written consent of the Applicants and the Monitor.

NO EXERCISE OF RIGHTS OR REMEDIES

15. During the Stay Period, all rights and remedies of any individual, firm, corporation, governmental body or agency, or any other entities (all of the foregoing, collectively being “**Persons**” and each being a “**Person**”), whether judicial or extra-judicial, statutory or non-statutory against or in respect of the Applicants or the Monitor, or affecting the Business or the Property, are hereby stayed and suspended and shall not be commenced, proceeded with or continued except with the written consent of the Applicants and the Monitor, or leave of this Court, provided that nothing in this Order shall:
 - (a) empower the Applicants to carry on any business that the Applicants are not lawfully entitled to carry on;
 - (b) affect such investigations, actions, suits or proceedings by a regulatory body as are permitted by section 11.1 of the *CCAA*;
 - (c) prevent the filing of any registration to preserve or perfect a security interest;
 - (d) prevent the registration of a claim for lien; or
 - (e) exempt the Applicants from compliance with statutory or regulatory provisions relating to health, safety or the environment.

16. Nothing in this Order shall prevent any party from taking an action against the Applicants where such an action must be taken in order to comply with statutory time limitations in order to preserve their rights at law, provided that no further steps shall be taken by such party except in accordance with the other provisions of this Order, and notice in writing of such action be given to the Applicants and the Monitor at the first available opportunity.

NO INTERFERENCE WITH RIGHTS

17. During the Stay Period, no person shall accelerate, suspend, discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, lease, sublease, licence or permit in favour of or held by the Applicants or any one of them, except with the written consent of the Applicants and the Monitor, or leave of this Court.

CONTINUATION OF SERVICES

18. During the Stay Period, all persons having:
- (a) statutory or regulatory mandates for the supply of goods and/or services; or
 - (b) oral or written agreements or arrangements with the Applicants, including without limitation all computer software, communication and other data services, centralized banking services, payroll and benefits services, insurance, shipping and transportation services, utility or other services to the Business or the Applicants,

are hereby restrained until further Order of this Court from discontinuing, altering, interfering with, suspending or terminating the supply of such goods or services as may be required by the Applicants or exercising any other remedy provided under such agreements or arrangements. The Applicants shall be entitled to the continued use of their current premises, telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the usual prices or charges for all such goods or services received after the date of this Order are paid by the Applicants in accordance with the payment practices of the Applicants, or such other practices as may be agreed upon by the supplier or service provider and each of the Applicants and the Monitor, or as may be ordered by this Court.

NON-DEROGATION OF RIGHTS

19. Nothing in this Order has the effect of prohibiting a Person from requiring immediate payment for goods, services, use of leased or licensed property or other valuable

consideration provided on or after the date of this Order, nor shall any Person be under any obligation on or after the date of this Order to advance or re-advance any monies or otherwise extend any credit to the Applicants.

PROCEEDINGS AGAINST DIRECTORS AND OFFICERS

20. During the Stay Period, and except as permitted by subsection 11.03(2) of the CCAA and paragraph 16 of this Order, no Proceeding may be commenced or continued against any of the former, current or future directors or officers of the Applicants with respect to any claim against the directors or officers that arose before the date hereof of this Order and that relates to any obligations of the Applicants whereby the directors or officers are alleged under any law to be liable in their capacity as directors or officers for the payment or performance of such obligations.

DIRECTORS' AND OFFICERS' INDEMNIFICATION AND CHARGE

21. The Applicants shall indemnify their directors and officers (the “**D&Os**”) against obligations and liabilities that they may incur as directors and/or officers of the Applicants after the commencement of the within proceedings, except to the extent that, with respect to any officer or director, the obligation or liability was incurred as a result of the director’s or officer’s gross negligence or wilful misconduct.
22. The D&Os of the Applicants shall be entitled to the benefit of and are hereby granted a charge (the “**Directors’ Charge**”) on the Property, which charge shall not exceed an aggregate amount of \$100,000.00, as security for the indemnity provided in paragraph 21 of this Order. The Directors’ Charge shall have the priority set out in paragraphs 35 and 37 of this Order.
23. Notwithstanding any language in any applicable insurance policy to the contrary:
 - (a) no insurer shall be entitled to be subrogated to or claim the benefit of the Directors’ Charge; and
 - (b) the Applicants’ D&Os shall only be entitled to the benefit of the Directors’ Charge to the extent that they do not have coverage under any directors’ and

officers' insurance policy, or to the extent that such coverage is insufficient to pay amounts indemnified in accordance with paragraph 20 of this Order.

APPOINTMENT OF MONITOR

24. BDO is hereby appointed pursuant to the *CCAA* as the Monitor, an officer of this Court, to monitor the Property, Business and financial affairs of the Applicants with the powers and obligations set out in the *CCAA* or set forth herein and that the Applicants and their shareholders, D&O's and Assistants shall advise the Monitor of all material steps taken by the Applicants pursuant to this Order, and shall co-operate fully with the Monitor in the exercise of its powers and discharge of its obligations and provide the Monitor with the assistance that is necessary to enable the Monitor to adequately carry out the Monitor's functions.
25. The Monitor, in addition to its prescribed rights and obligations under the *CCAA*, is hereby directed and empowered to:
 - (a) monitor the Applicants' and the Partnership's receipts and disbursements, Business and dealings with the Property;
 - (b) report to this Court at such times and intervals as the Monitor may deem appropriate with respect to matters relating to the Property, the Business, and such other matters as may be relevant to the proceedings herein and immediately report to the Court if in the opinion of the Monitor there is a material adverse change in the financial circumstances of the Applicants;
 - (c) advise the Applicants and the Partnership in their preparation of the Applicants' cash flow statements and reporting required from time to time;
 - (d) assist the Applicants, to the extent required by the Applicants, with respect to any sale or investment solicitation process;
 - (e) advise the Applicants, to the extent required by the Applicants, in their development of the Plan and any amendments to the Plan;

- (f) assist the Applicants, to the extent required by the Applicants, with the holding and administering of creditors' or shareholders' meetings for voting on the Plan;
- (g) have full and complete access to the Property, including the premises, books, records, data, including data in electronic form and other financial documents of the Applicants and the Partnership to the extent that is necessary to adequately assess the Applicants' and the Partnership's Property, Business and financial affairs or to perform its duties arising under this Order;
- (h) be at liberty to engage independent legal counsel or such other persons as the Monitor deems necessary or advisable respecting the exercise of its powers and performance of its obligations under this Order;
- (i) hold funds in trust or in escrow, to the extent required, to facilitate settlements between the Applicants and any other Person; and
- (j) perform such other duties as are required by this Order or by this Court from time to time.

26. The Monitor shall not take possession of the Property and shall take no part whatsoever in the management or supervision of the management of the Business and shall not, by fulfilling its obligations hereunder, or by inadvertence in relation to the due exercise of powers or performance of duties under this Order, be deemed to have taken or maintain possession or control of the Business or Property, or any part thereof. Nothing in this Order shall require the Monitor to occupy or to take control, care, charge, possession or management of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal or waste or other contamination, provided however that this Order does not exempt the Monitor from any duty to report or make disclosure imposed by applicable environmental legislation or regulation. The Monitor shall not, as a result of this Order or anything done in pursuance of the Monitor's duties and powers under this

Order be deemed to be in possession of any of the Property within the meaning of any federal or provincial environmental legislation.

27. The Monitor shall provide any creditor of the Applicants and the Partnership with information provided by the Applicants and the Partnership in response to reasonable requests for information made in writing by such creditor addressed to the Monitor. The Monitor shall not have any responsibility or liability with respect to the information disseminated by it pursuant to this paragraph. In the case of information that the Monitor has been advised by the Applicants is confidential, the Monitor shall not provide such information to creditors unless otherwise directed by this Court or on such terms as the Monitor and the Applicants may agree.
28. In addition to the rights and protections afforded the Monitor under the *CCAA* or as an officer of this Court, the Monitor shall incur no liability or obligation as a result of its appointment or the carrying out of the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part. Nothing in this Order shall derogate from the protections afforded the Monitor by the *CCAA* or any applicable legislation.
29. The Monitor, counsel to the Monitor and counsel to the Applicants shall be paid their reasonable fees and disbursements (including any pre-filing fees and disbursements related to these *CCAA* proceedings) by the Applicants, in each case at their standard rates and charges, subject to the terms set forth in their respective engagement letters with the Applicants, as applicable, as part of the costs of these proceedings. The Applicants are hereby authorized and directed to pay the accounts of the foregoing parties in accordance with the payment terms agreed between the Applicants and such parties.
30. The Monitor and its legal counsel shall pass their accounts from time to time.
31. The Monitor, counsel to the Monitor, and counsel to the Applicants, shall be entitled to the benefits of and are hereby granted a charge (the “**Administration Charge**”) on the Property, which charge shall not exceed an aggregate amount of \$350,000.00, as security for their professional fees and disbursements incurred both before and after the granting of this Order at the normal rates and charges of the Monitor and such counsel, subject to

the terms set forth in their respective engagement letters, as applicable. The Administration Charge shall have the priority set out in paragraphs 35 and 37 hereof.

CRITICAL SUPPLIERS' CHARGE

32. Each of the entities listed in Schedule "A" hereto is a critical supplier to the Applicants as contemplated by section 11.4 of the CCAA (each, a "**Critical Supplier**").
33. Each Critical Supplier shall continue to supply the Applicants or any of them with goods and/or services on terms and conditions that are consistent with existing arrangements and past practices. No Critical Supplier may require the payment of a deposit or the posting of any security in connection with the supply of goods and/or services to the Applicants after the date of this Order.
34. Each Critical Supplier shall be entitled to the benefit of and is hereby granted a charge (the "**Critical Suppliers' Charge**") on the Property in an amount equal to the value of the goods and services supplied by such Critical Supplier and received by the Applicants after the date of this Order less all amounts paid to such Critical Supplier in respect of such goods and services, which charge shall not exceed \$60,000.00. The Critical Supplier Charge shall have the priority set out in paragraphs 35 and 37 hereof.

VALIDITY AND PRIORITY OF CHARGES

35. The priorities of the Administration Charge, the Critical Suppliers' Charge and the Directors' Charge, as among them, shall be as follows:
 - (a) First – Administration Charge (to the maximum amount of \$350,000.00);
 - (b) Second – Critical Suppliers' Charge (to the maximum amount of \$60,000.00); and
 - (c) Third – Directors' Charge (to the maximum amount of \$100,000.00).
36. The filing, registration or perfection of the Administration Charge, the Critical Suppliers' Charge or the Directors' Charge (collectively, the "**Charges**") shall not be required, and the Charges shall be valid and enforceable for all purposes, including as against any right,

title or interest filed, registered, recorded or perfected subsequent to the Charges coming into existence, notwithstanding any such failure to file, register, record or perfect.

37. Each of the Charges (all as constituted and defined herein) shall constitute a charge on the Property and, subject always to section 34(11) of the *CCAA*, such Charges shall rank in priority to all other security interests, trusts, liens, charges and encumbrances, claims of secured creditors, statutory or otherwise (collectively, “**Encumbrances**”) in favour of any Person that has received notice of this Application.
38. Except as otherwise expressly provided for herein, or as may be approved by this Court, the Applicants shall not grant any Encumbrances over any Property that rank in priority to, or *pari passu* with, any of the Charges, unless the Applicants also obtains the prior written consent of the Monitor and the beneficiaries of the applicable Charge(s), and the or further order of this Court.
39. The Charges shall not be rendered invalid or unenforceable and the rights and remedies of the chargees entitled to the benefit of the Charges (collectively, the “**Charges**”) thereunder shall not otherwise be limited or impaired in any way by:
 - (a) the pendency of these proceedings and the declarations of insolvency made in this Order;
 - (b) any application(s) for bankruptcy order(s) issued pursuant to the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3, as amended (the “*BIA*”), or any bankruptcy order made pursuant to such applications;
 - (c) the filing of any assignments for the general benefit of creditors made pursuant to the *BIA*;
 - (d) the provisions of any federal or provincial statutes; or
 - (e) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any existing loan documents, lease, sublease, offer to lease or other agreement (collectively, an “**Agreement**”) which binds the Applicants, and notwithstanding

any provision to the contrary in any Agreement:

- (i) neither the creation of the Charges nor the execution, delivery, perfection, registration or performance of any documents in respect thereof shall create or be deemed to constitute a new breach by the Applicants of any Agreement to which they are a party;
- (ii) none of the Chargees shall have any liability to any Person whatsoever as a result of any breach of any Agreement caused by or resulting from the creation of the Charges; and
- (iii) the payments made by the Applicants pursuant to this Order and the granting of the Charges, do not and will not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct or other challengeable or voidable transactions under any applicable law.

ALLOCATION

40. Any interested Person may apply to this Court on notice to any other party likely to be affected for an order to allocate the Charges amongst the various assets comprising the Property.

SERVICE AND NOTICE

41. The Monitor shall (i) without delay, publish in *Calgary Herald* and *Daily Oil Bulletin* a notice containing the information prescribed under the CCAA; (ii) within five (5) days after the date of this Order (A) make this Order publicly available in the manner prescribed under the CCAA, (B) send, in the prescribed manner, a notice to every known creditor who has a claim against the Applicants, the Partnership or any one of them of more than \$1,000 and (C) prepare a list showing the names and addresses of those creditors and the estimated amounts of those claims, and make it publicly available in the prescribed manner, all in accordance with section 23(1)(a) of the CCAA and the regulations made thereunder.
42. The Monitor shall establish a website in respect of the within CCAA proceedings at:

[NTD] (the “**Proceedings Website**”).

43. Any Person that wishes to be served with any application and other materials in these proceedings must deliver to the Monitor by way of ordinary mail, courier, personal delivery or electronic transmission a request to be added to a service list (the “**Service List**”) to be maintained by the Applicants. The Monitor shall post and maintain an up-to-date form of the Service List on the Proceedings Website.
44. The Applicants and the Monitor and their counsel are at liberty to serve or distribute this Order, any other materials and orders as may be reasonably required in these proceedings, any notices or other correspondence, by forwarding true copies thereof by electronic message to the Applicants’ creditors or other interested or other interested parties and their advisors.
45. Any party to these proceedings may serve or distribute any court materials in these proceedings by emailing a PDF or other electronic copy of such materials to the email addresses of counsel as recorded on the Service List from time to time, and the Monitor shall post a copy of all prescribed materials on the Proceedings Website.
46. Any interested party (other than the Applicants and the Monitor) that wishes to amend or vary this Order prior to the date that is set by the Applicants, in consultation with the Court, to extend the stay of proceedings beyond the initial 10 day period (the “**Comeback Date**”), shall bring an application before this Court to be scheduled on the Comeback Date, or such other date as the Court may permit, and any such interested party shall give not less than two (2) business days’ notice to the Service List and any other Person(s) likely to be affected by the relief sought by such party in advance of the Comeback Date. The Charges shall be entitled to rely on this Order as issued and entered and on the Charges and the priorities thereof set forth in paragraphs 35 and 37 hereof with respect to any fees, expenses and disbursements incurred, as applicable, until the date this Order may be amended, varied or stayed.

GENERAL

47. The Applicants or the Monitor may from time to time apply to this Court to amend, vary

or supplement this Order, or for advice and directions in the discharge of their powers and duties hereunder.

48. Notwithstanding Rule 6.11 of the *Alberta Rules of Court*, AR 124/2010, unless otherwise ordered by this Court, the Monitor will report to the Court from time to time, which reporting is not required to be in affidavit form and shall be considered by this Court as evidence. The Monitor's reports shall be filed by the Court Clerk notwithstanding that they do not include an original signature.
49. Nothing in this Order shall prevent the Monitor from acting as an interim receiver, a receiver, a receiver and manager, or a trustee in bankruptcy of the Applicants, the Business or the Property.
50. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in any foreign jurisdiction, to give effect to this Order and to assist the Applicants, the Monitor and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Applicants and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor in any foreign proceeding, or to assist the Applicants and the Monitor and their respective agents in carrying out the terms of this Order.
51. Each of the Applicants and the Monitor be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order and that the Monitor is authorized and empowered to act as a representative in respect of the within proceeding for the purpose of having these proceedings recognized in a jurisdiction outside Canada.
52. This Order and all of its provisions are effective as of 12:01 a.m. Mountain Standard Time on the date of this Order.

Justice of the Court of Queen's Bench of Alberta

SCHEDULE “A”

List of Critical Suppliers

2076273 Alberta Ltd.

APT Energy Services Ltd.

Klassen’s Mechanical Oilfield Maintenance Ltd.

Ty-Co Industries Ltd.