



B201 681862
 COURT FILE NUMBER 25-2681862
 COURT COURT OF QUEEN'S BENCH OF ALBERTA 401986
 JUDICIAL CENTRE CALGARY ENTERED

IN THE MATTER OF THE BANKRUPTCY AND
 INSOLVENCY ACT, RSC 1985, C. B-3, AS AMENDED
 AND IN THE MATTER OF THE NOTICE OF
 INTENTION TO MAKE A PROPOSAL OF NEWSCO
 INTERNATIONAL ENERGY SERVICES INC.

DOCUMENT **ORDER (Claims Procedure)**

ADDRESS FOR SERVICE AND
 CONTACT INFORMATION OF
 PARTY FILING THIS
 DOCUMENT **BENNETT JONES LLP
 Barristers and Solicitors
 4500, 855 – 2nd Street S.W.
 Calgary, Alberta T2P 4K7**

**Attention: Chris Simard
 Telephone No.: 403-298-4485
 Fax No.: 403-265-7219
 Client File No.: 88912.3**

DATE ON WHICH ORDER WAS PRONOUNCED: April 19, 2021
LOCATION WHERE ORDER WAS PRONOUNCED: Calgary
NAME OF JUSTICE WHO MADE THIS ORDER: Madame Justice L. B. Ho

UPON the application of Newsco International Energy Services Inc. ("Newsco" or the "Applicant") pursuant to the BIA for an order approving a procedure for the determination and resolution of claims against the Applicant and authorizing and directing the Applicant and the Proposal Trustee (as defined below) to administer the said claims procedure in accordance with its terms;

AND UPON having read the Notice of Application and the Affidavit No. 6 of William Melville, sworn on April 19, 2021 the "Melville Affidavit No. 6"); AND UPON reading the Sixth

Report of BDO Canada Limited, the Court-appointed Proposal Trustee of the Applicant (the "**Proposal Trustee**"); AND UPON hearing the submissions of counsel for the Applicant, counsel for the Proposal Trustee, and counsel for other interested parties;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE OF APPLICATION

1. Service of notice of this Application and supporting documents is hereby deemed to be good and sufficient, the time for notice is hereby abridged to the time provided, and no other person is required to have been served with notice of this Application.

DEFINITIONS

2. In this Order:
 - (a) "**Administration Charge**" means the Administration Charge as defined in the Order of Justice Dario dated November 19, 2020;
 - (b) "**Administrative Fees and Expenses**" means the fees and expenses of the Proposal Trustee and its counsel, as well as the legal fees and disbursements of Newsco and of the Proposal Trustee, on or incidental to this Proposal and the proceedings arising out of this Proposal, including all fees and expenses secured by the Administration Charge;
 - (c) "**BIA**" means the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended;
 - (d) "**BIA Proceedings**" mean the proceedings commenced by the Applicant under the BIA in the Court, under Action No. 25-2681862;
 - (e) "**Business Day**" means a day, other than a Saturday, Sunday or a statutory holiday, on which banks are generally open for business in Calgary, in the province of Alberta, Canada;
 - (f) "**Calendar Day**" means a day, including Saturday, Sunday and any statutory holidays in the province of Alberta, Canada;

(g) **"Claim"** means:

- (i) any right or claim of any Person that may be asserted or made in whole or in part against the Applicant, whether or not asserted or made, in connection with any indebtedness, liability or obligation of any kind whatsoever, and any interest accrued thereon or costs payable in respect thereof, including without limitation, by reason of the commission of a tort (intentional or unintentional), by reason of any breach of contract or other agreement (oral or written), by reason of any breach of duty (including, without limitation, any legal, statutory, equitable or fiduciary duty) or by reason of any right of ownership of or title to property or assets or right to a trust or deemed trust (statutory, express, implied, resulting, constructive or otherwise), and whether or not any indebtedness, liability or obligation is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, present or future, known or unknown, by guarantee, surety or otherwise, and whether or not any right or claim is executory or anticipatory in nature including, without limitation, any 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, and any interest accrued thereon or costs payable in respect thereof (A) is based in whole or in part on facts and events occurring prior to the Filing Date, (B) relates to a time period prior to the Filing Date, or (C) is a right or claim of any kind that would be a debt provable in bankruptcy within the meaning of the BIA had the Applicant become bankrupt on the Filing Date;
- (ii) a Restructuring Period Claim;
- (iii) a D&O Claim;
- (iv) a D&O Indemnity Claim; and

(v) a Secured Claim;

provided, however, that "Claim" shall not include an Excluded Claim;

- (h) "**Claimant**" means any Person asserting a Claim and includes without limitation the transferee or assignee of a Claim transfer and recognized as a Claimant in accordance with paragraph 26 hereof or a trustee, executor, liquidator, receiver, receiver and manager, or other Person acting on or behalf of or through such Person;
- (i) "**Claims Bar Date**" means 10:00 a.m. Calgary time on May 10, 2021, or any later time or date ordered by the Court;
- (j) "**Claims Package**" means the materials to be provided by the Proposal Trustee to Known Claimants, which materials shall include a Notice to Claimant and a Notice of Dispute of Claimant;
- (k) "**Claims Procedure**" means the procedures outlined in this Order, including the Schedules;
- (l) "**Court**" means the Court of Queen's Bench of Alberta in the Judicial Centre of Calgary;
- (m) "**Creditors' Meeting**" means the meeting of creditors called for the purpose of considering and voting in respect of the Proposal on May 10, 2021, or any later date to which such meeting is postponed or adjourned, or ordered by the Court;
- (n) "**D&O Claim**" means:
- (i) any right or claim of any Person that may be asserted or made in whole or in part against one or more Directors or Officers that relates to a Claim for which such Directors or Officers are by law liable to pay in their capacity as Directors or Officers; or
 - (ii) any right or claim of any Person that may be asserted or made in whole or in part against one or more Directors or Officers, in that capacity, whether

or not asserted or made, in connection with any indebtedness, liability or obligation of any kind whatsoever, and any interest accrued thereon or costs payable in respect thereof, including by reason of the commission of a tort (intentional or unintentional), by reason of any breach of contract or other agreement (oral or written), by reason of any breach of duty (including any legal, statutory, equitable or fiduciary duty) or by reason of any right of ownership of or title to property or assets or right to a trust or deemed trust (statutory, express, implied, resulting, constructive or otherwise), and whether or not any indebtedness, liability or obligation, and any interest accrued thereon or costs payable in respect thereof, is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, present or future, known or unknown, by guarantee, surety or otherwise, and whether or not any right or claim is executory or anticipatory in nature, including any right or ability of any Person to advance a claim for contribution or indemnity from any such Directors or Officers 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, and any interest accrued thereon or costs payable in respect thereof (A) is based in whole or in part on facts and events occurring prior to the Filing Date, or (B) relates to a time period prior to the Filing Date

provided, however, that "D&O Claim" shall not include any D&O Claim that cannot be compromised under the BIA;

- (o) **"D&O Indemnity Claim"** means any existing or future right of any Director or Officer against the Applicant which arose or arises as a result of any Person filing a Proof of Claim in respect of such Director or Officer for which such Director or Officer is entitled to be indemnified by the Applicant;

- (p) "**Director**" means anyone who is or was, or may be deemed to be or have been, whether by statute, operation of law or otherwise, a director or *de facto* director of the Applicant;
- (q) "**Excluded Claim**" means, without prejudice to the Applicant's right to seek amendments to this Claims Procedure Order and to propose a treatment of claims under the Proposal, and subject to further order of the Court, and only for the purposes of this Claims Procedure:
- (i) Administrative Fees and Expenses;
 - (ii) Post-Filing Claims;
 - (iii) the Unaffected Secured Claims; and
 - (iv) the portion of a Claim arising from a cause of action for which the Applicant is fully insured.
- (r) "**Filing Date**" means October 20, 2020, the date on which the Applicant filed the Notice of Intention;
- (s) "**Governmental Authority**" means a federal, provincial, state, territorial, municipal or other government or government department, agency or authority (including a court of law) having jurisdiction over the Applicant or its business;
- (t) "**Judith Melville Secured Claim**" means the Secured Claim related to the secured loan made by Judith Melville to Newsco in the amount of \$50,000 on or about November 21, 2019, plus all accrued interest and expenses;
- (u) "**Known Claimant**" means:
- (i) any Person who, based upon the books and records of the Applicant, was owed monies by the Applicant as of the Filing Date and which monies remain unpaid in whole or in part; and

- (ii) any Person who is a party to a lease, contract, or other agreement or obligation of any of the Applicant which was restructured, disclaimed, resiliated, terminated, or breached by the Applicant between the Filing Date and the date of this Order;

but shall not include those Persons who have Excluded Claims.

- (v) "**Notice to Claimant**" means a notice referred to in paragraph 14 hereof, substantially in the form attached as **Schedule "A"** hereto, delivered to a Claimant and stating the classification of the Claimant's claim and the amount, if any, owing directly by the Applicant to a Claimant up to the Filing Date;
- (w) "**Notice to Unknown Claimants**" means a notice referred to in paragraph 17 hereof, substantially in the form attached as **Schedule "G"** hereto;
- (x) "**Notice of Dispute of Claimant**" means the notice referred to in paragraph 14 hereof, substantially in the form attached as **Schedule "B"** hereto, which may be delivered to the Proposal Trustee by a Claimant disputing a Notice to Claimant, with reasons for its dispute;
- (y) "**Notice of Dispute of Revision or Disallowance**" means the notice referred to in paragraph 20 hereof, substantially in the form attached as **Schedule "D"** hereto, which may be delivered to the Proposal Trustee by a Claimant disputing a Notice of Revision or Disallowance, with reasons for its dispute;
- (z) "**Notice of Intention**" means the Applicant's Notice of Intention to Make a Proposal dated October 20, 2020;
- (aa) "**Notice of Revision or Disallowance**" means the notice referred to in paragraphs 20 and 21 hereof, substantially in the form of **Schedule "C"** advising a Claimant that the Applicant has revised or rejected all or part of such Claimant's Claim set out in its Proof of Claim;

- (bb) "**Officer**" means anyone who is or was, or may be deemed to be or have been, whether by statute, operation of law or otherwise, an officer or *de facto* officer of the Applicant;
- (cc) "**Person**" is to be broadly interpreted and includes any individual, firm, corporation, limited or unlimited liability company, general or limited partnership, association, trust, unincorporated organization, joint venture, Governmental Authority or any agency, officer or instrumentality thereof or any other entity, wherever situate or domiciled, and whether or not having legal status;
- (dd) "**Post-Filing Claim**" means the claim of any Person against Newsco that arose from the provision of authorized goods and services provided or otherwise incurred in the normal course of business during the Proposal Period, and for certainty shall not include Restructuring Period Claims;
- (ee) "**Proposal**" means the Proposal being filed on or about April 19, 2021 in respect of the Applicant, pursuant to the BIA as the same may be amended, supplemented or restated from time to time in accordance with the terms thereof;
- (ff) "**Proposal Trustee**" means BDO Canada Limited;
- (gg) "**Proposal Trustee's Website**" means <https://www.bdo.ca/en-ca/extranets/newsco/>;
- (hh) "**Proof of Claim**" means the Proof of Claim referred to herein, substantially in the form attached as **Schedule "E"**;
- (ii) "**Proof of Claim Instruction Letter**" means the instruction letter to Unknown Claimants, substantially in the form attached as **Schedule "F"** hereto, regarding the completion of a Proof of Claim by a Claimant and the claims procedure described herein;
- (jj) "**Restructuring Period Claim**" means any Claim of any Person against the Applicant in connection with any indebtedness, liability or obligation of any kind whatsoever resulting from the restructuring, disclaimer, resiliation, termination or

breach by the Applicant on or after the Filing Date of any contract, lease, or other agreement, including employment agreements, whether written or oral and whether such restructuring, disclaimer, resiliation, termination or breach took place or takes place before or after the date of this Order;

- (kk) "**Secured Claim**" means that portion of a Claim that is (i) secured by security validly charging or encumbering property or assets of the Applicant, (including statutory and possessory liens that create security interests) up to the value of such collateral, and (ii) duly and properly perfected in accordance with the relevant legislation in the appropriate jurisdiction as of the Filing Date;
- (ll) "**Unaffected Secured Claims**" means all Secured Claims other than the Judith Melville Secured Claim;
- (mm) "**Unknown Claimant**" means a Claimant that is not a Known Claimant, or a Claimant with an Excluded Claim; and
- (nn) "**Unknown Claimant Claims Package**" means a blank Proof of Claim and a Proof of Claim Instruction Letter, and such other materials as the Applicant or the Proposal Trustee may consider appropriate or desirable.

GENERAL PROVISIONS

3. All references as to time herein shall mean local time in Calgary, Alberta, Canada, and any reference to an event occurring on a Business Day shall mean prior to 5:00 p.m. on such Business Day unless otherwise indicated herein.
4. All references to the word "including" shall mean "including without limitation".
5. All references to the singular herein include the plural, the plural include the singular, and any gender includes the other gender.
6. All Claims shall be denominated in Canadian dollars. Any Claims denominated in a foreign currency shall be converted to Canadian dollars for purposes of any Proposal at the Bank of Canada's noon exchange rate in effect on the Filing Date.

7. Interest and penalties that would otherwise accrue after the Filing Date shall not be included in any Claims.
8. Copies of all forms delivered hereunder, as applicable, and determinations of Claims by the Court, as the case may be, shall be maintained by the Proposal Trustee and, subject to further order of the Court, the applicable Claimant will be entitled to have access thereto by appointment during normal business hours on written request to the Proposal Trustee or the Applicant.
9. Any Person with an Excluded Claim shall not file a Proof of Claim in this process in respect of such Excluded Claim, unless required to do so by further order of the Court, nor shall the Proposal Trustee send a Claims Package to Persons with Excluded Claims.

PROPOSAL TRUSTEE'S ROLE

10. The Proposal Trustee, in addition to its prescribed rights, duties, responsibilities and obligations under the BIA, shall assist the Applicant in connection with the administration of the claim procedure provided for herein, and is hereby directed and empowered to take such other actions and fulfill such other roles as are contemplated by this Order or incidental thereto.
11. In carrying out the terms of this Order, the Proposal Trustee shall:
 - (a) have all of the protections given to it by the BIA and any subsequent orders and extensions related thereto, and this Order, or as an officer of the Court, including the stay of proceedings in its favour;
 - (b) incur no liability or obligation as a result of the carrying out of the provisions of this Order, save and except for any gross negligence or willful misconduct on its part;
 - (c) be entitled to rely on the books and records of the Applicant and any information provided by the Applicant, all without independent investigation; and

- (d) not be liable for any claims or damages resulting from any errors or omissions in such books, records or information, save and except for any gross negligence or willful misconduct on its part.
12. The Applicant and the Proposal Trustee are hereby authorized to use reasonable discretion as to the adequacy of compliance with respect to the manner in which forms delivered hereunder are completed and executed, and may, where they are satisfied that a Claim has been adequately proven, waive strict compliance with the requirements of this Order as to completion and execution of such forms and to request any further documentation from a Person that the Applicant or the Proposal Trustee may require in order to enable them to determine the validity of a Claim.

CLAIMS PROCEDURE FOR KNOWN CLAIMANTS

13. The Proposal Trustee shall send a Claims Package to each of the Known Claimants by prepaid ordinary mail before 11:59 p.m. on Friday, April 23, 2021.
14. If such Claimant, having received a Claims Package, disagrees with the amount contained in the Notice to Claimant or the classification of such amount, the Claimant must deliver a Notice of Dispute of Claimant to the Applicant, care of the Proposal Trustee, by no later than the Claims Bar Date. Such Notice of Dispute of Claimant shall outline the basis for the dispute, include the amount believed to be owing to the Claimant and the classification of such amount, and where possible, include supporting documentation. Where a Claimant that receives a Notice to Claimant pursuant to this paragraph does not deliver a Notice of Dispute of Claimant by the Claims Bar Date, the amount owing to the Claimant and the classification of such amount shall be deemed to be as set out in the Notice to Claimant sent to such Claimant.

DISCLAIMERS AND RESILIATIONS

15. Any action taken by the Applicant to restructure, disclaim, resiliate, terminate or breach any contract, lease or other agreement, whether written or oral, must occur on or before the day that is fifteen (15) Calendar Days prior to the date of the Creditors' Meeting of the Applicant that restructured, disclaimed, resiliated, terminated or breached the contract,

lease or other agreement. Any notices of disclaimer or resiliation delivered after the date of this Order to Claimants in connection with the foregoing shall be accompanied by a Claims Package.

16. Any Person entitled to a Restructuring Period Claim shall be a Known Claimant and paragraph 14 of this Claims Procedure Order shall apply to such Known Claimant.

CLAIMS PROCEDURE FOR UNKNOWN CLAIMANTS

17. The Proposal Trustee will cause the Notice to Unknown Claimants to be published prior to April 26, 2021 in the Calgary Herald. The Proposal Trustee will also post electronic copies of the Notice to Unknown Claimants, the Proof of Claim, and this Order on the Proposal Trustee's Website as soon as practically possible after the date on which this Order is granted.
18. In addition, the Proposal Trustee shall send an Unknown Claimant Claims Package to any Unknown Claimant who requests these documents. Any such Unknown Claimant must return a completed Proof of Claim to the Proposal Trustee by no later than the Claims Bar Date.

CLAIMS BAR DATE, ADJUDICATION AND RESOLUTION OF CLAIMS

(i) Barring of Claims

19. Any Unknown Claimant that does not return a Proof of Claim to the Proposal Trustee by the Claims Bar Date, unless otherwise ordered by the Court, shall:
 - (a) not be entitled to vote at any Creditor's Meeting;
 - (b) not be entitled to receive any distribution under any Proposal;
 - (c) not be entitled to any further notice in, and shall not be entitled to participate as a Claimant or creditor in, the BIA Proceedings in respect of such Claim;
 - (d) be forever barred from making or enforcing any such Claim against any of the Applicant, their Directors and their Officers, and all such Claims will be forever

extinguished and barred without any further act or notification by the Applicant;
and

- (e) be forever barred from making or enforcing any such Claim as against any other Person who could claim contribution or indemnity from the Applicant, its Directors and their Officers, or any of them and all such Claims will be forever extinguished and barred without any further act or notification by the Applicant.

(ii) Adjudication of Claims

- 20. The Proposal Trustee, with the assistance of the Applicant, shall review all Proofs of Claim and all Notices of Dispute of Claimant, if any, received by the Claims Bar Date and shall accept, revise or reject the amount of each Claim set out therein for voting and distribution purposes. If any dispute about the amount or classification of a Claim cannot be resolved consensually between the Applicant, the Claimant, and the Proposal Trustee, then the Proposal Trustee shall notify each Claimant who has delivered a Proof of Claim or a Notice of Dispute of Claimant as to whether such Claimant's Claim as set out therein has been revised or rejected for voting and distribution purposes, and the reasons therefor, by sending such Claimant a Notice of Revision or Disallowance.
- 21. Any Claimant who intends to dispute a Notice of Revision or Disallowance sent pursuant to the immediately preceding paragraph shall deliver a Notice of Dispute of Revision or Disallowance to the Proposal Trustee by no later than 5:00 p.m. on the date that is fifteen (15) Calendar Days after receipt of the Notice of Revision or Disallowance.

(iii) Resolution of Claims

- 22. Where a Claimant that receives a Notice of Revision or Disallowance pursuant to paragraph 20 above does not file a Notice of Dispute of Revision or Disallowance by the time set out in paragraph 21 above, the amount and classification of such Claimant's Claim shall be deemed to be as set out in the Notice of Revision or Disallowance.
- 23. In the event that the Proposal Trustee is unable to resolve a dispute regarding any Claim with a Claimant, the Proposal Trustee, the Applicant or the Claimant may file an

Application with the Court for the resolution or adjudication of the Claim for voting and distribution purposes. Any such application must be filed in the Court no later than twenty-one (21) days after the Claimant has delivered a Notice of Dispute of Revision or Disallowance, failing which the amount and classification of such Claimant's Claim shall be deemed to be as set out in the Notice of Revision or Disallowance. Thereafter, the Court shall resolve the dispute and determine the amount and/or classification of the Claimant's Claim for voting and distribution purposes.

24. Where the amount and/or classification of a Claimant's Claim has not been finally determined by the Court by the date of the Creditors' Meeting, the Proposal Trustee shall either:
- (a) accept the Claimant's determination of the amount and/or classification of the Claim as set out in the applicable Notice of Dispute of Revision or Disallowance only for the purposes of voting and conduct the vote of the creditors on that basis subject to a final determination of such Claimant's Claim, and in such case the Proposal Trustee shall record separately such Claimant's Claim and whether such Claimant voted in favour of or against the Proposal
 - (b) adjourn the Creditors' Meeting until a final determination of the Claim(s) is made;
or
 - (c) deal with the matter as the Court may otherwise direct or as the relevant Applicant, the Proposal Trustee and the Claimant may otherwise agree.

D&O INDEMNITY CLAIMS

25. To the extent that any D&O Claim is filed in accordance with this Claims Procedure Order, a corresponding D&O Indemnity Claim shall be deemed to have been filed in respect of such D&O Claim.

NOTICE OF TRANSFEREES

26. If, after the Filing Date, the holder of a Claim transfers or assigns the whole of such Claim to another Person, neither the Applicant nor the Proposal Trustee shall be obligated to give

notice or otherwise deal with the transferee or assignee of such Claim in respect thereof unless and until actual notice of transfer or assignment, together with satisfactory evidence of such transfer or assignment, shall have been received and acknowledged by the Applicant and the Proposal Trustee in writing and thereafter such transferee or assignee shall for the purposes hereof constitute the "Claimant" in respect of such Claim. Any such transferee or assignee of a Claim shall be bound by any notices given or steps taken in respect of such Claim in accordance with this Order prior to receipt and acknowledgement by the Applicant and the Proposal Trustee of satisfactory evidence of such transfer or assignment. A transferee or assignee of a Claim takes the Claim subject to any rights of set-off to which the Applicant may be entitled with respect to such Claim. For greater certainty, a transferee or assignee of a Claim is not entitled to set-off, apply, merge, consolidate or combine any Claims assigned or transferred to it against or on account or in reduction of any amounts owing by such Person to the Applicant. No transfer or assignment shall be received for voting purposes unless such transfer shall have been received by the Proposal Trustee no later than five (5) Business Days prior to the Creditors' Meeting, failing which the original transferor shall have all applicable rights as the "Claimant" with respect to such Claim as if no transfer of the Claim had occurred. Reference to transfer in this Claims Procedure Order includes a transfer or assignment whether absolute or intended as security.

27. If a Claimant, or any subsequent holder of a Claim, who has been acknowledged by the Proposal Trustee as the holder of such, transfers or assigns the whole of such Claim to more than one Person or part of such Claim to another Person, such transfers or assignments shall not create separate Claims and such Claims shall continue to constitute and be dealt with as a single Claim notwithstanding such transfers or assignments. The Proposal Trustee shall not, in each case, be required to recognize or acknowledge any such transfers or assignments and shall be entitled to give notices to and otherwise deal with such Claim only as a whole and then only to and with the Person last holding such Claim provided such Claimant may, by notice in writing delivered to the Proposal Trustee, direct that subsequent dealings in respect of such Claim, but only as a whole, shall be dealt with by a specified Person and in such event such Person shall be bound by any notices given or steps

taken in respect of such Claim with such Claimant in accordance with the provisions of this Order.

28. Neither the Applicant nor the Proposal Trustee are under any obligation to give notice to any Person other than a Claimant holding a Claim and shall have no obligation to give notice to any Person holding a security interest, lien or charge in, or a pledge or assignment by way of security in, a Claim as applicable in respect of any Claim.

SERVICE AND NOTICE

29. The Proposal Trustee and the Applicant may, unless otherwise specified by this Order, serve and deliver any letters, notices or other documents contemplated by this Order and the Claims Procedure to Claimants, Directors or Officers, and any other interested Persons, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or electronic or digital transmission to such Persons (with copies to their counsel if applicable) at the address as last shown on the records of the Applicant or set out in such Person's Proof of Claim. Any such service or notice by courier, personal delivery or electronic or digital transmission shall be deemed to have been received: (i) if sent by ordinary mail, on the third Business Day after mailing within Alberta, the fifth Business Day after mailing within Canada (other than within Alberta), and the tenth Business Day after mailing internationally; (ii) if sent by courier or personal delivery, on the next Business Day following dispatch; and (iii) if delivered by electronic or digital transmission by 5:00 p.m. on a Business Day, on such Business Day, and if delivered after 5:00 p.m. or other than on a Business Day, on the following Business Day.
30. Any notice or other communication (including Proofs of Claim) to be given under this Order by any Person to the Proposal Trustee shall be in writing in substantially the form, if any, provided for in this Order and will be sufficiently given only if delivered by prepaid registered mail, courier, personal delivery or electronic or digital transmission addressed to the following address and any such notice or other communication by a Person shall be deemed received only upon actual receipt thereof during normal business hours on a Business Day, or if delivered outside of a normal business hours, the next Business Day:

BDO Canada Limited
110, 5800 – 2nd Street S.W.
Calgary, Alberta T2H 0H2
Attention: Jerri Beauchamp
Phone: 1-825-509-0394
jbeauchamp@bdo.ca

31. If during any period during which notices or other communications are being given pursuant to this Order a postal strike or postal work stoppage of general application should occur, such notices or other communications sent by ordinary mail and then not received shall not, absent further order of the Court, be effective and notices and other communications given hereunder during the course of any such postal strike or work stoppage of general application shall only be effective if given by courier, personal delivery or electronic or digital transmission in accordance with this Order.
32. In the event that this Order is later amended by further order of the Court, the Proposal Trustee shall post such further order on the Proposal Trustee's Website and such posting shall constitute adequate notice of such amended claims procedure.

SET-OFF

33. The Applicant may set-off (whether by way of legal, equitable or contractual set-off) against payments or other distributions to be made pursuant to the Proposal to any Claimant, any claims of any nature whatsoever that the Applicant may have against such Claimant, however, neither the failure to do so nor the allowance of any claim hereunder shall constitute a waiver or release by the Applicant of any such claim that the Applicant may have against such Claimant.

MISCELLANEOUS

34. Notwithstanding any other provision of this Order, the sending of Notices to Claimant and the solicitation of Proofs of Claim, and the filing by a Person of any Proof of Claim, shall not, for that reason only, grant any Person any standing in the BIA Proceedings or rights under the Proposal.

35. Nothing in this Order shall constitute or be deemed to constitute an allocation or assignment of Claims or Excluded Claims by the Applicant into particular affected or unaffected classes for the purpose of a Proposal and, for greater certainty, the treatment of Claims, Excluded Claims, or any other claims are to be subject to a Proposal and the class or classes of creditors for voting and distribution purposes shall be subject to the terms of any proposed Proposal or further Order of the Court.
36. In the event that no Proposal is approved by the Court, the Claims Bar Date shall be of no effect in any subsequent proceeding or distribution with respect to any and all Claims made by Claimants.
37. Nothing in this Order shall prejudice the rights and remedies of any Directors or Officers under any existing Director and Officer insurance policy or prevent or bar any Person from seeking recourse against or payment from any Director's and/or Officer's liability insurance policy or policies that exist to protect or indemnify the Directors and/or Officers, whether such recourse or payment is sought directly by the Person asserting a Claim from the insurer or derivatively through the Director or Officer or one or more of the Applicant; provided, however, that nothing in this Order shall create any rights in favour of such Person under any policies of insurance nor shall anything in this Order limit, remove, modify or alter any defence to such claim available to the insurer pursuant to the provisions of any insurance policy or at law.
38. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or the United States, or in any other foreign jurisdiction, to give effect to this Order and to assist the Applicant, or any of them, the Proposal Trustee 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 Applicant and to the Proposal Trustee, as an officer of the Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Applicant in any foreign proceeding, or to assist the Applicant and the Proposal Trustee and their respective agents in carrying out the terms of this Order.

39. This Order shall have full force and effect in all provinces and territories of Canada, outside Canada and against all Persons against whom it may be enforceable.
40. The Applicant or the Proposal Trustee may from time to time apply to this Court to amend, vary, supplement or replace this Order or for advice and direction concerning the discharge of their respective powers and duties under this Order or the interpretation or application of this Order.

A handwritten signature in black ink, appearing to read "L.B. Ho", written in a cursive style.

L.B. Ho