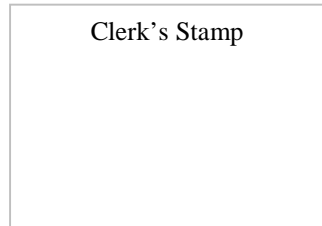


COURT FILE NUMBER **2101-00814**
COURT **COURT OF QUEEN'S BENCH OF ALBERTA**
JUDICIAL CENTRE **CALGARY**



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

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

DOCUMENT **APPLICATION: SALE AND VESTING ORDER and STAY EXTENSION AND TERMINATION OF CCAA PROCEEDINGS ORDER**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT Matti Lemmens
Borden Ladner Gervais LLP
1900, 520 3rd Ave. S.W.
Calgary, AB T2P 0R3
Telephone: (403) 232-9511
Facsimile: (403) 266-1395
Email: MLemmens@blg.com
File No. 441112/000020

NOTICE TO RESPONDENTS: See attached Schedule "C"

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

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

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

Date	September 24, 2021
Time	11:00 a.m.
Where	Calgary Courts Centre
Before Whom	The Honourable Madam Justice C. Dario

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

Remedy claimed or sought:

1. The Applicants, Calgary Oil & Gas Syndicate Group Ltd., Calgary Oil and Gas Intercontinental Group Ltd. (“**COGL**”) (in its own capacity and in its capacity as general partner of T5 SC Oil and Gas Limited Partnership (the “**Limited Partnership**”), Calgary Oil and Syndicate Partners Ltd. (“**COSP**”), and Petroworld Energy Ltd. (collectively, the “**Applicants**”, and together with the Limited Partnership, the “**Companies**”), seek the following relief:

(a) an Order deeming service of this Application together with all supporting materials to be good and sufficient, and abridging the time for service of said documents, if necessary;

(b) an Order substantially in the form attached hereto as **Schedule “A”** (the “**SAVO**”):

a. Approving the Share Purchase Agreement dated September 3, 2021 (the “**GP Purchase Agreement**”) between Spartan Delta Corp (the “**Purchaser**”) and Calgary Oil & Gas Syndicate Group Ltd (the “**Vendor**”), substantially in the form attached as **Appendix “A1”** to **Schedule “A”** and authorizing the Vendor and the Monitor to take any and all such steps as are necessary or advisable to implement and close the transaction contemplated by the GP Purchase Agreement (the “**GP Transaction**”);

b. Vesting all of the Vendor’s right, title and interest in and to the Shares (as defined in the GP Purchase Agreement) in the name of the Purchaser, free and clear of all security interests (whether contractual, statutory, or otherwise), liens, writs, executions, ownership interests, levies, charges or other financial or monetary claims, whether or not they have been attached, registered, perfected or filed, and whether secured, unsecured, liquidated, contingent or absolute;

c. Ordering and declaring that, notwithstanding the pendency of these proceedings or the provision of any federal or provincial statute, the vesting provisions in

the proposed form of the SAVO, concerning the assignment, sale and transfer of the Shares:

- i. will not be void or voidable at the instance of creditors or claimants;
- ii. do not constitute and shall not be deemed to be a fraudulent preference, a fraudulent conveyance, a transfer at undervalue, or otherwise subject to challenge under the *Bankruptcy and Insolvency Act* (Canada), the *Fraudulent Preferences Act* (Alberta), or any other applicable federal or provincial legislation; and
- iii. do not constitute and shall not be deemed to constitute conduct meriting an oppression remedy;

(c) an Order substantially in the form attached hereto as **Schedule “B”** (the “**Stay Extension and Termination of CCAA Proceedings Order**”):

- a. extending the stay of proceedings in the within matter until and including the earlier of (i) the CCAA Termination Time (as defined below), or (ii) October 31st, 2021 ; and
- b. terminating the within proceedings upon service of a certificate by the Monitor substantially in the form attached as **Appendix “B1”** to **Schedule “B”** (the “**Termination Certificate**” and the “**CCAA Termination Time**”);

(d) such further and other relief as counsel may advise and this Honourable Court may permit.

Grounds for making this application:

2. Pursuant to an Order that was granted by the Honourable Mr. Justice D.B. Nixon of this Court on February 11, 2021, as amended and restated (the “**Initial Order**”), the Applicants were granted relief under the provisions of the CCAA in this proceeding (the “**CCAA Proceeding**”), and, *inter alia*, BDO Canada Limited was appointed as monitor (the “**Monitor**”) of the Applicants.

3. The Initial Order provided for, among other things, a stay of proceedings in respect of the Companies, until and including February 21, 2021 (the “**Stay Period**”). The Stay Period was subsequently extended by this Honourable Court pursuant to an amended and restated initial order granted by the Honourable Mr. Justice R. A. Neufeld on February 19, 2021, and by a second amended and restated initial order granted by the Honourable Mr. Justice Nixon on March 4, 2021, which extended the Stay Period until and including April 15, 2021.
4. Pursuant to two Orders granted by the Honourable Mr. Justice J. J. Gill on April 13, 2021 the Stay Period was further extended to May 25, 2021, and the Court authorized and directed the Applicants, with the assistance of the Monitor, to conduct a reverse proof of claims procedure with all creditors (the “**Creditors**”) who have a Claim (as such term is defined in the CCAA) against the Companies, some or any of them, or their directors and officers.
5. On April 21, 2021, the Purchaser entered into an equity transaction with COGL, the Limited Partnership and COSP (the “**LP Transaction**”), pursuant to which the Purchaser provided a cash injection of CAD \$37,500,000 in exchange for limited partnership units in the Limited Partnership.
6. Pursuant to three Orders granted by the Honourable Mr. Justice P.R. Jeffrey on May 25, 2021, the effective dates of disclaimer for certain contracts disclaimed by COGL under section 32 of the CCAA were modified, one contract with a third party was declared to be terminated, and certain commercially sensitive documents were sealed. In addition, the Stay Period was further extended to July 31, 2021, and the Court authorized and directed the Applicants, with the assistance of the Monitor, to conduct a Late Claims Procedure to permit parties to agreements disclaimed by the Applicants to file Late Filed Claims.
7. Additionally, pursuant to a fourth Order granted by the Honourable Mr. Justice P.R. Jeffrey on May 25, 2021, a Creditor’s Meeting was ordered to be convened on July 19, 2021, and the Plan was filed.

8. The Creditors' Meeting was duly convened on July 19, 2021, and the Plan of Arrangement and Compromise was approved by the requisite double majorities of creditors. Pursuant to a fifth order granted on July 26, 2021 by the Honourable Mr. Justice C.M. Jones of this Court (the "**Plan Sanction Order**"), the Court sanctioned and approved the Revised Plan of Compromise and Arrangement (the "**Revised Plan**") and extended the Stay of Proceedings to September 30, 2021.
9. On August 31, 2021, the Applicants, with the consent and assistance of the Monitor, filed a Second Revised Plan of Arrangement and Compromise (the "**Second Revised Plan**"), changing the Plan Implementation Date and Plan Termination Date, as defined in the Revised Plan, from August 31, 2021 to September 3, 2021, in order to provide additional time to close the LP Transaction.
10. On September 3, 2021 the LP Transaction closed and Spartan transferred \$37,500,000 to the Monitor in accordance with the Second Revised Plan.
11. On September 3, 2021, the GP Transaction closed and all outstanding shares of COGL were transferred to Spartan Delta Corp.
12. The Applicants now bring this application for an order approving and sanctioning the GP Transaction and extending the Stay Period until the earlier of (i) the filing of the Termination Certificate and (ii) October 31, 2021 to enable the Monitor to finalize the steps required by the Second Revised Plan.
13. The purpose of the within CCAA proceedings is to stabilize the Companies' business and to provide time for the Companies to identify and assess potential restructuring transactions and to review other strategic alternatives that may be available to maximize the value of the Companies for the benefit of their creditors and stakeholders. Those actions were undertaken by the Companies and culminated in the Second Revised Plan and the LP Transaction.

The Applicants' Conduct since the Plan Sanction Order

14. Since the granting of the Plan Sanction Order, the Applicants have been working diligently and in good faith with their legal advisors and the Monitor to, among other things:
- (a) amend the Revised Plan to accommodate the closing date of September 3, 2021;
 - (b) close the LP Transaction;
 - (c) consult with counsel for Indian Oil & Gas Canada (IOGC) to determine the quantum of compensatory royalty owed, if any;
 - (d) update the Cash Flow Forecast attached as Exhibit "A" to the Affidavit of Ryan Martin, sworn September 13, 2021; and
 - (e) address Spartan's operational concerns by developing the GP Purchase Agreement and closing the GP Transaction.

Sale and Vesting Order

15. The Applicants, in consultation with the Monitor, have developed the SAVO to complete a transfer of all outstanding shares in COGL, general partner to the Limited Partnership, to Spartan in furtherance of the LP Transaction.
16. The GP Transaction is necessarily incidental to the successful completion of the LP Transaction. The LP Transaction has revealed unforeseen operational and regulatory challenges associated with operating the business of the Limited Partnership without ownership of the Limited Partnership's general partner, COGL. In particular, Spartan requires ownership of COGL in order to be able to license wells, capitalize on assets and carry out other operations.
17. The pressing nature of these operational concerns required swift transfer of COGL's shares to Spartan. Accordingly, with the support of the Monitor, the parties closed the GP Transaction on September 3, 2021, in order to give effect to the LP Transaction as approved in the Plan Sanction Order, prevent further delays, and preserve the value of the Companies assets.

18. The Applicants and the Monitor believe that the GP Transaction is in the best interests of the Companies, its creditors and other stakeholders. The Shares to be sold in the GP Transaction are of little to no commercial value, as COGL has no assets beyond its role as the general partner under the Limited Partnership's agreement. The GP Transaction is, however, necessary to perfect the LP Transaction and to allow Spartan to continue to operate the Companies' Business as a going concern.

Stay Extension

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

20. The Companies' financial circumstances have not changed since the Stay Extension was granted and did not change significantly prior to the closing of the LP Transaction. While the closing of the LP Transaction resulted in a significant influx of cash for the payment of creditors, the distribution of funds remains ongoing as the Monitor has 30 days from the Plan Implementation Date of September 3, 2021 to fulfill its obligations under the Second Revised Plan. Additionally, several important matters, such as the Court's sanction of the GP Transaction and ongoing communication with IOGC with respect to IOGC's royalty claim, remain ongoing. These matters have prevented the Monitor from finalizing its obligations under the Second Revised Plan to date.

21. Should this Application be granted, the Monitor will be in a position to finalize its obligations under the Second Revised Plan within the near future. As the transfer of the Equity Injection Funds to the Monitor has already been completed and the Monitor's Certificate has been issued, the Monitor will have 30 days to distribute the Distribution Funds to all creditors (the "**Distribution Period**").

22. An extension of the Stay Period for the duration of the Distribution Period is necessary to allow the Monitor to distribute the funds and resolve the final outstanding claims. An extension of the Stay Period is fair, reasonable and in the best interests of the Companies, their creditors and stakeholders, and accords with the purpose of the within CCAA Proceedings. Further, as the stay will terminate upon the filing of the Termination

Certificate, these proceedings will terminate as soon as is practicable, and will continue for no longer than is necessary.

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

Material or evidence to be relied on:

26. The Applicants intend to rely upon the following materials:
 - (a) the Affidavit of Ryan Martin, sworn on February 5, 2021, filed;
 - (b) the Supplemental Affidavit of Ryan Martin, sworn on February 26, 2021, filed;
 - (c) the Affidavit of Ryan Martin, sworn on April 6, 2021, filed;
 - (d) the Affidavit of Ryan Martin, sworn on May 17, 2021, filed;
 - (a) the Affidavit of Ryan Martin, sworn on July 19, 2021, filed;
 - (b) the Affidavit of Ryan Martin, sworn on September 13, 2021, to be filed;
 - (c) the Monitor's Report on the Plan of Compromise or Arrangement of June 30, 2021, filed;
 - (d) the Supplemental Monitor's Report on the Plan of Compromise or Arrangement of July 16, 2021;
 - (e) the Sixth Monitor's Report, to be filed;
 - (f) all pleadings filed in the within Action; and
 - (g) such further and other material as counsel may advise and this Honourable Court may permit.

Applicable rules:

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

Applicable Acts and regulations:

28. The *CCAA*.

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

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

Any irregularity complained of or objection relied on:

31. None

How the application is proposed to be heard or considered:

32. With some or all parties present, via WebEx video conference, before the Honourable Madam Justice C. Dario.

WARNING

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

SCHEDULE "A" – SAVO

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

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

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

DOCUMENT **SALE APPROVAL AND VESTING ORDER**

ADDRESS FOR Matti Lemmens
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
DOCUMENT Facsimile: (403) 266-1395
 Email: MLemmens@blg.com
 File No. 441112/000020

DATE ON WHICH ORDER WAS PRONOUNCED: **SEPTEMBER 24, 2021**

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

NAME OF JUSTICE WHO MADE THIS ORDER: **THE HONOURABLE MADAM
JUSTICE C. DARIO**

UPON the Application of Calgary Oil & Gas Syndicate Group Ltd (the “**Vendor**”), Calgary Oil and Gas Intercontinental Group Ltd. (“**COGL**”) (in its own capacity and in its capacity as general partner of T5 SC Oil and Gas Limited Partnership (the “**Limited Partnership**”)), Calgary Oil and Syndicate Partners Ltd., and Petroworld Energy Ltd. (collectively, with the Limited Partnership,

the “**Debtors**”), for an order approving the share purchase transaction (the “**Transaction**”) contemplated by the Share Purchase Agreement dated September 3, 2021 (the “**GP Purchase Agreement**”) , between COSG as vendor and Spartan Delta Corp. (the “**Purchaser**”) as purchaser a copy of which is attached as **Appendix “A1”** to this Order (the “**Application**”), pursuant to section 36 of the *Companies’ Creditors Arrangement Act*, RSC 1985, c C-36, as amended (the “**CCAA**”), the affidavit and exhibits filed in support thereof, and the submissions of counsel for the Applicants, for BDO Canada Limited in its capacity as the Court-appointed monitor of the Debtors (the “**Monitor**”), and any other parties of interest; **AND UPON** reviewing the provisions of the Initial Order, issued by this Court in this matter on February 11, 2021, as amended and restated from time to time (the “**Initial Order**”); **AND UPON** reviewing the provisions of the Plan Sanction Order, issued by this Court in this matter on July 26, 2021 (the “**Plan Sanction Order**”) **AND UPON** reviewing the provisions of the CCAA; **AND UPON** reviewing the Affidavit of Ryan Martin, sworn September 13, 2021 and the Sixth Report of the Monitor, dated September [#], 2021;

IT IS HEREBY ORDERED AND DECLARED THAT:

Service

1. Service of notice of this Application and supporting materials is hereby declared to be good and sufficient, and no other person is required to have been served with notice of this application.
2. Capitalized terms used herein but not otherwise defined shall have the same meaning as given to such terms in the Purchase Agreement.

Sale and Vesting Order Approved

3. The Application is granted, and the Transaction is hereby approved and deemed to be commercially reasonable and in the best interests of the Vendor and its stakeholders.
4. The sale of the Shares by the Vendor to the Purchaser for the purchase price on the terms and conditions contained in the GP Purchase Agreement attached hereto as **Appendix**

“A1” is hereby approved and the Vendor and the Monitor are hereby authorized and directed to take such additional steps and the Vendor is hereby authorized and empowered to execute such additional documents as may be necessary or desirable for completion of the Transaction and conveyance of the Shares to the Purchaser.

5. All of the Vendor’s right, title and interest in and to the Shares, as described in the GP Purchase Agreement, shall vest absolutely, exclusively and entirely in the name of the Purchaser, free and clear of and from any and all right, title, benefits, priorities, claims (including claims provable in bankruptcy), liabilities (direct, indirect, absolute or contingent), obligations, interests, prior claims, security interests (whether contractual, statutory or otherwise), liens, charges, hypothecs, mortgages, pledges, trusts, deemed trusts (whether contractual, statutory or otherwise), assignments, judgments, executions, writs of seizure or execution, notice of sale, options, agreements, rights of distress, legal, equitable or contractual setoff, adverse claims, levies, taxes, disputes, debts, charges, rights of first refusal or other pre-emptive rights in favour of third parties, restrictions on transfer of title, or other claims or encumbrances (collectively, the “**Claims**”), whether or not they have attached or been perfected, registered, published or filed and whether secured, unsecured or otherwise, including, without limiting the generality of the foregoing;
 - (a) any encumbrances or charges created by the Initial Order or subsequent orders granted in these proceedings; and
 - (b) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Alberta) or any other personal property registry system.
6. The Purchaser (and its nominee, if any) shall, by virtue of the completion of the Transaction, have no liability of any kind whatsoever in respect of any Claims against the Vendor.
7. The Vendor and all persons who claim by, through or under the Vendor in respect of the Shares shall stand absolutely barred and foreclosed from all estate, right, title, interest, royalty, rental and equity of redemption of the Shares and, to the extent that any such persons remains in possession or control of any of the Shares, they shall forthwith deliver possession thereof to the Purchaser (or its nominee).

Transaction not a Preference or Transfer at Undervalue

8. For greater certainty, notwithstanding

- (a) the pendency of these proceedings;
- (b) any petition for a receiving order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (“**BIA**”) and any order issued pursuant to any such petition; or
- (c) the provisions of any federal or provincial legislation, including the *Fraudulent Preferences Act (Alberta)*;

the vesting of the COGL Shares contemplated in this Order, as well as the execution of the Share Purchase Agreement pursuant to this Order, are to be binding on any trustee in bankruptcy that may be appointed, and shall not be void or voidable nor deemed to be a preference, assignment, fraudulent conveyance, transfer at undervalue or other reviewable transaction under the BIA or any other applicable federal or provincial legislation as against COSG, Spartan or the Monitor, and shall not constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

General

9. This Order is of retroactive effect, up to and including the Effective Date as defined in the GP Purchase Agreement.
10. This Order shall have full force and effect in all provinces and territories in Canada.
11. This Court requests the aid and recognition of any court or administrative body in an Province of Canada and any Canadian federal court or administrative body and any federal or state court or administrative body in the United States of America and any court or administrative body elsewhere, to act in aid of and be complementary to this Court in carrying out the terms of this order.

Justice of the Court of Queen's Bench of Alberta

APPENDIX A1: SHARE PURCHASE AGREEMENT

SHARE PURCHASE AGREEMENT

THIS AGREEMENT is made effective September 3, 2021 (the "**Effective Date**")

BETWEEN

SPARTAN DELTA CORP. (the "**Purchaser**")

- and -

CALGARY OIL AND SYNDICATE PARTNERS LTD. (the "**Vendor**")

WHEREAS the Vendor is the beneficial and registered owner of the Shares (as defined herein) of the Corporation (as defined herein);

AND WHEREAS the Corporation is actively engaged in the production of natural gas and natural gas liquids from the Spirit River Formation in the Ferrier area by way of primary recovery through the drilling and tie-in of horizontal wells through its general partnership interests in T5 SC Oil and Gas Limited Partnership ("**T5**");

AND WHEREAS the Vendor desires to sell and the Purchaser desires to purchase the Shares upon and subject to the terms and conditions set out in this Agreement (as defined herein);

NOW THEREFORE, in consideration of the covenants and agreements herein contained, the parties agree as follows:

ARTICLE 1 - INTERPRETATION

1.01 Definitions

In this Agreement, unless something in the subject matter or context is inconsistent therewith:

"**Agreement**" means this agreement, including its recitals and schedules, as amended from time to time.

"**Corporation**" means Calgary Oil and Gas Intercontinental Group Ltd.

"**Court**" has the meaning set out in Section 2.04.

"**Purchase Price**" has the meaning set out in Section 2.02.

"**Shares**" means [100] class "A" voting shares in the capital of the Corporation.

"**Tax Act**" means the Income Tax Act (Canada).

"**Transaction**" has the meaning set out in Section 2.01.

ARTICLE 2 - SALE AND PURCHASE

2.01 Shares to be Sold and Purchased

Upon and subject to the terms and conditions hereof, the Vendor will sell the Shares to the Purchaser and the Purchaser will purchase the Shares from the Vendor (the "**Transaction**"), as of the Effective Date.

2.02 **Purchase Price**

The aggregate purchase price payable to the Vendor for the Shares (such amount being hereinafter referred to as the "**Purchase Price**") will be \$100.00.

2.03 **Payment of Purchase Price**

The Purchase Price will be payable by the Purchaser by the delivery to the Vendor of a certified cheque, bank draft or wire in the amount of the Purchase Price concurrent with the execution of this Agreement on the Effective Date.

2.04 **Share Buyback**

The parties hereto shall seek retroactive approval of the Transaction from the Court of Queen's Bench of Alberta (the "**Court**") on or before September 31, 2021 or such other date agreed to in writing between the parties (the "**Outside Date**"). If the parties are not able to receive retroactive approval of this Transaction from the Court on or prior to the Outside Date, then the Vendor shall purchase the Shares back from the Purchaser, and the Purchaser shall sell the Shares back to the Vendor, for aggregate consideration equal to \$100.00.

ARTICLE 3 - REPRESENTATIONS AND WARRANTIES

3.01 **Vendor's Representations**

As an inducement to the Purchaser to enter into and perform all its obligations under this Agreement, the Vendor represents and warrants to the Purchaser that:

- (a) the Vendor has taken all actions necessary to authorize the execution and delivery of this Agreement and to complete the sale and transfer of the Shares in accordance with the provisions hereof, and this Agreement has been validly executed and delivered, and it and all other documents executed and delivered by or on behalf of the Vendor pursuant hereto shall constitute legal, valid and binding obligations of the Vendor enforceable in accordance with their respective terms and conditions;
- (b) except as disclosed to the Purchaser in writing, neither the execution and delivery of this Agreement nor the completion of the sale and transfer of the Shares in accordance with the provisions of this Agreement constitute a default under, or result in a contravention or breach of:
 - (i) any judgment, decree, order, law, statute, rule or regulation applicable to the Vendor; or
 - (ii) any agreement or instrument to which the Vendor is a party or by which it is bound;
- (c) except as disclosed to the Purchaser in writing, the Vendor has obtained any third party consents, approvals or authorizations of any nature required to be obtained in connection with the sale of the Shares to the Purchaser;
- (d) the Vendor is the registered and beneficial owner of the number of Shares, with good and marketable title thereto, and such Shares are conveyed to the Purchaser free and clear of all liens, encumbrances, security interests and other third party claims and interests of any nature whatsoever;

- (e) the Vendor has full right, power and authority to sell and deliver the Shares owned by it and, except as disclosed to the Purchaser in writing, the Vendor is not a party to or bound by any contract that limits or impairs the Vendor's ability to sell, transfer, assign or convey, or that otherwise affects, the Shares owned by it;
- (f) the Vendor is not a non-resident of Canada for purposes of the Tax Act;
- (g) the Corporation is not a non-resident for purposes of the Tax Act; and
- (h) the Corporation does not own or have any interest in any shares or securities, or any other ownership interest, in any other person or entity, other than its interest in T5.

3.02 Purchaser's Representations

The Purchaser represents and warrants to the Vendor that:

- (a) the Purchaser has taken all actions necessary to authorize the execution and delivery of this Agreement and to complete the purchase of the Shares in accordance with the provisions hereof, and this Agreement has been validly executed and delivered, and it and all other documents executed and delivered by or on behalf of the Purchaser pursuant hereto shall constitute legal, valid and binding obligations of the Purchaser enforceable in accordance with their respective terms and conditions;
- (b) it understands that the Shares are being sold on a "private placement basis" and as such are not listed on any stock exchange or quoted on any trade reporting system; and
- (c) it understands the Shares are being sold under an exemption from Alberta securities law requirements relating to the filing of a prospectus.

ARTICLE 4 - CLOSING ARRANGEMENTS

4.01 Documents to be Delivered

Concurrent with the execution of this Agreement, the Vendor shall execute and deliver to the Purchaser all agreements, instruments, notices, certificates and other documents which are to be delivered by the Vendor pursuant to the provisions of this Agreement, in form satisfactory to the Purchaser, and the Purchaser shall execute and deliver to the Vendor, in form satisfactory to the Vendor, all cheques or bank drafts or fund flow directions and all agreements, instruments, notices, certificates and other documents which the Purchaser is to deliver pursuant to the provisions of this Agreement, including, without limitation, the following:

- (a) Purchaser shall deliver to the Vendor the Purchase Price in accordance with Section 2.03.
- (b) Vendor shall deliver to the Purchaser duly executed and endorsed certificates representing the Shares registered in the name of the Purchaser, or duly executed instruments of transfer to effectively transfer the Shares to the Purchaser.

ARTICLE 5 - TAX MATTERS

5.01 Tax Returns

The Purchaser shall cause the Corporation to prepare and file any tax returns of the Corporation for any pre-closing tax period or tax period beginning before the Closing Date and ending after the Closing Date, in both cases, which are required to be filed after the Closing Date. Such returns shall be prepared and

filed on a basis consistent with applicable laws and past practices and procedures of the relevant entity provided that no reserve may be claimed if any amount could be included in the income of the Corporation for any period ending after the Closing Date and the Purchaser may, at its election, cause the Corporation to make an election under subsection 256(9) of the Tax Act. The Purchaser and Vendor will cooperate fully and assist each other and make available to each other in a timely fashion all data and other information as may reasonably be required for the preparation and filing of all tax returns of the Corporation and will preserve that data and other information until the expiration of any applicable limitation period for maintaining books and records under any applicable tax law with respect to such tax returns.

ARTICLE 6 - GENERAL

6.01 Further Assurances

Each of the Vendor and the Purchaser will from time to time execute and deliver all such further documents and instruments and do all acts and things as the other party may, either before or after the Effective Date, reasonably require to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement.

6.02 Time of the Essence

Time is of the essence of this Agreement.

6.03 Benefit of the Agreement

This Agreement will enure to the benefit of and be binding upon the respective heirs, executors, administrators, other legal representatives, successors and permitted assigns of the parties hereto.

6.04 Entire Agreement

This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and cancels and supersedes any prior understandings and agreements between the parties hereto with respect thereto. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the parties other than as expressly set forth in this Agreement.

6.05 Amendments and Waivers

No amendment to this Agreement will be valid or binding unless set forth in writing and duly executed by both of the parties hereto. No waiver of any breach of any provision of this Agreement will be effective or binding unless made in writing and signed by the party purporting to give the same and, unless otherwise provided, will be limited to the specific breach waived.

6.06 Assignment

This Agreement may not be assigned by the Vendor without the written consent of the Purchaser but may be assigned by the Purchaser without the consent of the Vendor to an affiliate of the Purchaser, provided that such affiliate enters into a written agreement with the Vendor to be bound by the provisions of this Agreement in all respects and to the same extent as the Purchaser is bound and provided that the Purchaser will continue to be bound by all the obligations hereunder as if such assignment had not occurred and perform such obligations to the extent that such affiliate fails to do so.

6.07 **Governing Law**

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

6.08 **Attornment**

For the purpose of all legal proceedings this Agreement will be deemed to have been performed in the Province of Alberta and the courts of the Province of Alberta will have jurisdiction to entertain any action arising under this Agreement. The Vendor and the Purchaser each attorns to the jurisdiction of the courts of the Province of Alberta.

6.09 **Counterparts**

This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the same instrument.

6.10 **Electronic Execution**

Delivery of an executed signature page to this Agreement by any party by electronic transmission will be as effective as delivery of a manually executed copy of this Agreement by such party.

[Remainder of page intentionally left blank – signature page to follow.]

IN WITNESS WHEREOF the parties have executed this Agreement.

SPARTAN DELTA CORP.

Per: _____
Authorized Signatory

CALGARY OIL AND SYNDICATE PARTNERS LTD.

Per: Marc Berzins
Authorized Signatory

IN WITNESS WHEREOF the parties have executed this Agreement.

SPARTAN DELTA CORP.

Per:  _____
Authorized Signatory
Fotis Kalantzis
President and Chief Executive Officer

CALGARY OIL AND SYNDICATE PARTNERS LTD.

Per: _____
Authorized Signatory

**SCHEDULE "B" – STAY EXTENSION AND TERMINATION OF CCAA
PROCEEDINGS ORDER**

COURT FILE NUMBER **2101-00814**

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

JUDICIAL CENTRE **CALGARY**

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

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

DOCUMENT **STAY EXTENSION AND TERMINATION OF CCAA
PROCEEDINGS ORDER**

ADDRESS FOR
SERVICE AND
CONTACT
INFORMATION OF
PARTY FILING THIS
DOCUMENT

Matti Lemmens
Borden Ladner Gervais LLP
1900, 520 3rd Ave. S.W.
Calgary, AB T2P 0R3
Telephone: (403) 232-9511
Facsimile: (403) 266-1395
Email: MLemmens@blg.com
File No. 441112/000020

DATE ON WHICH ORDER WAS PRONOUNCED: SEPTEMBER 24, 2021

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

**NAME OF JUSTICE WHO MADE THIS ORDER:
THE HONOURABLE MADAM
JUSTICE C. DARIO**

UPON the Application of Calgary Oil & Gas Syndicate Group Ltd (the “Vendor”), Calgary Oil and Gas Intercontinental Group Ltd. (“COGL”) (in its own capacity and in its capacity as general

partner of T5 SC Oil and Gas Limited Partnership (the “**Limited Partnership**”), Calgary Oil and Syndicate Partners Ltd., and Petroworld Energy Ltd. (collectively, with the Limited Partnership, the “**Debtors**”), for an order extending the Stay Period granted by the Honourable Mr. Justice C.M. Jones of this Court on July 26, 2021 (the “**Plan Sanction Order**”), the affidavit and exhibits filed in support thereof, and the submissions of counsel for the Applicants, for BDO Canada Limited in its capacity as the Court-appointed monitor of the Debtors (the “**Monitor**”), and any other parties of interest; **AND UPON** reviewing the provisions of the Initial Order, issued by this Court in this matter on February 11, 2021, as amended and restated from time to time (the “**Initial Order**”); **AND UPON** reviewing the provisions of the Plan Sanction Order, **AND UPON** reviewing the provisions of the CCAA; **AND UPON** reviewing the Affidavit of Ryan Martin, sworn September 13, 2021 and the Sixth Report of the Monitor, dated September [#], 2021;

IT IS HEREBY ORDERED AND DECLARED THAT:

Service

1. Service of notice of this Application and supporting materials is hereby declared to be good and sufficient, and no other person is required to have been served with notice of this application.
2. Capitalized terms used herein but not otherwise defined shall have the same meaning as given to such terms in the Purchase Agreement.

Termination of CCAA Proceedings

3. Upon service by the Monitor of an executed certificate substantially in the form attached hereto as **Appendix “B1”** (the “**Monitor’s Certificate**”) on the Service List certifying that, to the knowledge of the Monitor, all matters to be attended to in connection with these CCAA Proceedings have been completed, these CCAA proceedings shall be terminated without any other act or formality (the “**CCAA Termination Time**”), save and except as provided in this Order, and provided that nothing herein impacts the validity of any Orders made in these CCAA proceedings or any actions or steps taken by and person.

Stay Extension

4. The Stay Period is hereby extended until and including the earlier of (i) the CCAA Termination Time or (ii) October 31, 2021.

General

5. This Order shall have full force and effect in all provinces and territories in Canada.
6. This Court requests the aid and recognition of any court or administrative body in an Province of Canada and any Canadian federal court or administrative body and any federal or state court or administrative body in the United States of America and any court or administrative body elsewhere, to act in aid of and be complementary to this Court in carrying out the terms of this order.

Justice of the Court of Queen's Bench of Alberta

**APPENDIX “B1” TO THE STAY EXTENSION AND TERMINATION OF CCAA
PROCEEDINGS ORDER**

MONITOR’S PLAN IMPLEMENTATION DATE CERTIFICATE

Clerk’s Stamp

COURT FILE NUMBER **2101-00814**

COURT **COURT OF QUEEN’S BENCH OF ALBERTA**

JUDICIAL CENTRE **CALGARY**

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

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

DOCUMENT **MONITOR’S CERTIFICATE RE: CCAA TERMINATION**

RECITALS

- A. BDO Canada Limited (the “**Monitor**”) was appointed as the Monitor of the Applicant in the within proceedings commenced under the *Companies Creditors Arrangement Act, RSC 1985, c. C-36, as amended* (the “**CCAA**”) pursuant to an Order of the Alberta Court of Queen’s Bench (the “**Court**”) dated February 11, 2021 (the “**Initial Order**”).
- B. Pursuant to Orders of this Court dated September 24, 2021 (the “**Stay Extension and Termination of CCAA Proceedings Order/Discharge Order**”), among other things, the Monitor shall be discharged as Monitor and the Applicant’s CCAA proceedings shall be terminated upon the service of this Monitor’s Certificate on the Service List, all in accordance with the terms of the Sale Approval and Vesting Order.
- C. Unless otherwise indicated herein, capitalized terms used in this Monitor’s Certificate shall have the meanings given to them in the CCAA Termination Order.

THE MONITOR CERTIFIES the following:

1. To the knowledge of the Monitor, all non-incident matters to be attended to in connection with the Applicant's CCAA proceedings (Court File No. 2101-00814) have been completed.

ACCORDINGLY, the CCAA Termination Time as defined in the CCAA Termination Order has occurred and the Monitor is discharged as Monitor

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

BDO CANADA LIMITED

Per: _____

Name:

Title:

SCHEDULE "C" – SERVICE LIST

COURT FILE NUMBER

2101-00184

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

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<p>BARON OILFIELD SUPPLY & PARTNERSHIP 6790- 65th Avenue Red Deer, AB T4P 1A5</p> <p>Robert.Purdy@baronoilfield.ca</p>	<p>BASELINE PRESSURE TESTERS PO Box 748 Rocky Mountain House, AB T4T 1A5</p> <p>office@baselinepressuretesters.ca</p>
<p>BICOFASTER DRILLING TOOLS 2107- 7th Street Nisku, AB T9E 7Y3</p> <p>cara@bicofaster.com</p>	<p>BLACKSTONE DRILLING FLUIDS LIMITED Suite 700, 215- 9th Ave. SW Calgary, AB T2R 1K3</p> <p>bmerkley@blackstonefluids.com</p> <p>rcryderman@blackstonefluids.com</p>

<p>DIAMOND J INDUSTRIES LTD Box 610 Rocky Mountain House, AB T4T 1A5</p> <p>john@diamondj.ca</p>	<p>DRILFORMANCE ULC C\O CH3061, PO Box 2509 Calgary, AB T2P 0E2</p> <p>ar@drilformance.com</p>
<p>ENERGETIC SERVICES INC Box 6639 Fort St. John, BC V1J 4J1</p> <p>bross@energeticservices.com</p> <p>adminfsj@energeticservices.com</p>	<p>EVERGREEN ENERGY TANK RENTALS LTD. Box 580 Red Deer, AB T4N 5G1</p> <p>mail@evergreenenergy.ca</p>
<p>FIREMASTER OILFIELD SERVICES INC. 27312- 257 TWP 394 Lacombe County, AB T4E 2W8</p> <p>contact@firemaster.ca</p>	<p>FORCE COPPS PILING INC. #170, 120 Pembina Road Sherwood Park, AB T8H 0M2</p> <p>info@forcecoppes.com</p>
<p>FRACTION ENERGY SERVICES LTD 9415 81st Avenue Fort St. John, BC V1J 6P6</p> <p>kwagner@fractionenergy.ca</p>	<p>GARNET'S OILFIELD TRUCKING INC. 4025 Charles Street Red Deer County, AB T4S 2B3</p> <p>dispatch@garnetstrucking.com</p> <p>admin@garnetstrucking.com</p>
<p>GMACK OILFIELD SERVICES LTD. Box 11163 Lloydminster, AB T9V 3B5</p> <p>GMACKBITS@GMAIL.COM</p> <p>accounting@gmackoilfield.com</p>	<p>GOLIATH SNUBBING LTD Suite 312, 4819C-48TH Ave Red Deer, AB T4N 3T2</p> <p>reid@goliathsnubbing.com</p>

<p>GRANT THORNTON LLP Nova Centre, North Tower 1001- 1675 Grafton Street Halifax, NS B3J 0E9</p> <p>andrew.basi@ca.gt.com</p>	<p>GS EQUIPMENT LTD. Box 25117, Deer Park PO Red Deer, AB T4R 2M2</p> <p>admin@gsequipmentcanada.com</p>
<p>GTI PETROLEUM LTD. Box 566 Eckville, AB T0M 0X0</p> <p>geoff@gtipetroleum.com</p> <p>info@gtipetroleum.com</p>	<p>H2 SAFETY #210, 7260 12 Street Calgary, AB T2H 2S5</p> <p>info@h2safety.ca</p>
<p>HELLBOUND SERVICES CORP Box 604 Eckville, AB T0M 0X0</p> <p>hellbound@pentnet.net</p>	<p>HOPKINS HEAVY HAUL LTD. #8 39207 RR 271 Red Deer, AB T4S 2M4</p> <p>dispatch@hopkins.ab.ca</p>
<p>IHS MARKIT CANADA LIMITED C/O Lockbox 915280, PO Box 4090, STN A Toronto, ON M5V 0E9</p> <p>accountsreceivable.americas@ihsmarkit.com</p>	<p>IMPULSE DOWNHOLE TOOLS 5120- 67th Ave. NW Edmonton, AB T6B 3N9</p> <p>ar@impulsedownhole.com</p>
<p>INTERRA ENERGY SERVICES Suite 2500, 645- 7th Ave. SW Calgary, AB T2P 4G8</p> <p>cdninfo@interraenergy.com</p> <p>roy.shaw@interraenergy.com</p>	<p>INTEGRITY OILFIELD INC. Box 102 Eckville, AB T0M 0X0</p> <p>integrity@platinum.ca</p>

<p>HAYDUK PICKER SERVICE LTD. Box 7915 Drayton Valley, AB T7A 1S9</p> <p>khayduk@haydukpicker.ca</p> <p>admin@haydukpicker.ca</p>	<p>J.D.A. VENTURES LTD. 713031 Range Road 64 Grande Prairie, AB T8W 5E5</p> <p>GM@jda.ca</p>
<p>KARIBU INDUSTRIES LTD Box 59 Stauffer, AB T0M 1W0</p> <p>karibu@xplornet.com</p>	<p>KATCH KAN 8210 McIntyre Road Edmonton, AB T6E 5C4</p> <p>strell@katchkan.com</p> <p>ar@katchkan.com</p>
<p>MCMEEKIN RESOURCES LTD Box 384 Rocky Mountain House, AB T4T 1A3</p> <p>mcmres@telus.net</p>	<p>MEDICINE RIVER OIL RECYCLERS LTD Box 58 Eckville, AB T0M 0X0</p> <p>eftnotices@mrro.ca</p>
<p>KEMKO INC. Suite 1200, 606- 4 Street. SW Calgary, AB T2P 1T1</p> <p>hrad@uniquem.ca</p>	<p>MRC GLOBAL (CANADA) ULC LB 310130 PO Box 578, STN M Calgary, AB T2P 2J2</p> <p>info@mrcglobal.com</p> <p>remitca@mrcglobal.com</p>
<p>M.W.G. TRUCKING LTD. 5021 42 Ave. Calmar, AB T0C 0V0</p> <p>mwgtrucking@live.com</p>	<p>NEWAY OILFIELD SERVICES 18 Westpark Court Ft. Sask, AB T8L 3W9</p> <p>neway@telus.net</p>

<p>PETROSIGHT INC. 1930, 605 5th Avenue SW Calgary, AB T2P 3H5</p> <p>info@petrosight.ca</p>	<p>PRIORITY PROJECTS LTD. 1603- 8 Street Nisku, AB T9E 7S7</p> <p>info@priorityprojects.com</p>
<p>PROSPECTOR ENERGY SERVICES PO Box 179 Bezanson, AB T0H 0G0</p> <p>sandy@prospectorinc.ca</p>	<p>PROGRESSIVE WELLSITE MANAGEMENT LTD. Suite 3600- 700 2nd Street SW Calgary, AB T2P 1X0</p> <p>info@progressivewellsite.com</p>
<p>RAVEN DRILLING CORP. 115 Scenic Ridge Crt. NW Calgary, AB T3L 1V2</p> <p>moore.don17@gmail.com</p>	<p>RCM TRANSPORT LTD 49 McKenzie Drive Red Deer County, AB T4S 2H4</p> <p>al@rcmtransport.ca kent@rcmtransport.ca april@rcmtransport.ca</p>
<p>ROFS CANADA LTD. (formerly RELIANCE OFS CANADA LTD.) Suite 2500, 333- 7th Ave. SW Calgary, AB T2P 2Z1</p> <p>ian.buchanan@edgeofs.com</p> <p>donna.sharlow@relianceofs.com</p>	<p>ROTOR-TECH, CANADA LTD. Unit 1, 5220 Duncan Ave., PO Box 909 Blackfalds, AB T0M 0J0</p> <p>gbachul@rotor-tech.com</p> <p>cdnoffice@rotor-tech.com</p>
<p>RSS OILFIELD SERVICES LTD. PO Box 5510 Leduc, AB T9E 2A1</p> <p>general@rss1.ca</p>	<p>SECURE ENERGY SERVICES INC 3600-205 5th Ave. SW Calgary, AB T2P 2V7</p> <p>cdietz@secure-energy.ca</p>

<p>SILVERBACK STEAM & HEATING RENTALS INC. PO Box 475 Red Deer, AB T4N 5G1</p> <p>Shawn@silverbackrentals.com</p>	<p>SILVER FOX SERVICES LTD. 29061 TWP 350 Red Deer County, AB T4G 0M6</p> <p>sales@silver-fox.net</p>
<p>STARS Box 570, 1441 Aviation Park NE Calgary, AB T2E 8M7</p> <p>info@stars.ca</p>	<p>STERANKO INC. 43 Cornwallis Drive NW Calgary, AB T2K 1T6</p> <p>jonathan@sterankoinc.com</p>
<p>NEXSOURCE POWER ELECTRIC & CONTROLS INC. 40 Industrial Dr. Sylvan Lake, AB T4S 1P4</p> <p>ddakin@nexsourcepower.com</p> <p>swzykoski@nexsourcepower.com</p>	<p>SUMMIT LIABILITY SOLUTIONS Suite 110 855-42nd Ave SE Calgary, AB T2G 1Y8</p> <p>kthind@summitearth.com</p> <p>AR@summitearth.com</p>
<p>SYNERGY WELL SERVICING LTD. 4205A-47 Ave Olds, AB T4H 1T9</p> <p>chays@synergywellservicing.ca</p>	<p>TAQA NORTH LTD 2100, 308 4th Ave SW Calgary, AB T2P 0H7</p> <p>treasury@taqa.ca</p>
<p>TECTONIC ENERGY CONSULTING INC. Suite 137, 4950 106th Ave SE Calgary, AB T2C 5E9</p> <p>JSeweryn@tectonicenergy.com</p>	<p>TED BEATH WELDING LTD. Box 6628 Drayton Valley, AB T7A 1S1</p> <p>riley@highcountryoilfield.com</p>

<p>TERVITA CORPORATION 500, 140 - 10 Avenue SE Calgary, AB T2G 0R1</p> <p>remittances@tervita.com</p>	<p>THE SAFETY DEPOT Box 819, 4715 - 49 Street Rocky Mountain House, AB T4T 1A6</p> <p>info@thesafetydepot.ca</p> <p>accounts@thesafetydepot.ca</p>
<p>THRU TUBING SOLUTIONS PO Box 85, Station M Calgary, AB T2P 2G9</p> <p>ttsinfo@thrutubing.com</p> <p>dsmotra@thrutubing.com</p>	<p>SW ENERGY FRONTIERS 2000, 125-9th Avenue SW Calgary, AB T2G 0P6</p> <p>abertram2@icloud.com</p>
<p>TRYSON ENERGY SERVICES INC Box 1390 Blackfalds, AB T0M 0J0</p> <p>lorne@trysonenergy.com</p> <p>info@trysonenergy.com</p>	<p>TRYTON TOOL SERVICES 6702-56 Street, PO Box 10667 Lloydminster, AB T9V 3A7</p> <p>echeck@trytontoolservices.com</p> <p>lloydminster@trytontoolservices.com</p>
<p>TYKAN SYSTEMS LTD. Box 5161 Drayton Valley, AB T7A 1R4</p> <p>tykansystems@gmail.com</p>	<p>ULTERRA LP 7010-45 Street Leduc, AB T9E 7E7</p> <p>info@ulterra.com</p> <p>canadaadmin@ulterra.com</p>
<p>VAPOR NITROGEN SERVICES LTD. 37338 C & E Trail Red Deer, AB T4E 1R6</p> <p>vapornitrogen@gmail.com</p>	<p>WATTS PROJECTS INC. 82 Queens Drive Red Deer, AB T4P 0R4</p> <p>admin@wattsprojects.com</p>

<p>WEYERHAEUSER C/O V7438, PO Box 7438, Station Terminal Vancouver, BC V6B 4E2</p>	<p>WTS TREATMENT SOLUTIONS LTD. PO Box 1756 Nanton, AB T0L 1H0 kevin@wtsolutions.ca</p>
<p>YAMCHI SERVICES LTD. Unit 303, 1730- 12th Street SW Calgary, AB T2T 3M9 joseph@yamchiservices.com</p>	
<p>1791069 AB LTD. PO Box 102 Eckville, AB T0M 1X0</p>	<p>2075980 ALBERTA LTD Box 34 Rocky Mountain House, AB T4T 1A1</p>
<p>ANDY PREFONTAINE 16 Wexford Place Calgary, AB T3H 0G9</p>	<p>BLACK IRON COMPRESSION LTD. 7 Copperpond Manor Calgary, AB T2Z 0R2</p>
<p>EV CANADA Suite 890, 736-8th Ave. SW Calgary, AB T2P 1H4</p>	<p>FANTASYLAND HOTEL 17700 87 Ave NW Edmonton, AB T5T 4V4</p>

<p>HARLEY H.K. HOILES 136 Citadel Green NW Calgary, AB T3G 4G6</p>	<p>IRON MAN ENERGY 252 Ranch Estates Drive Calgary, AB T3G 1K8</p>
<p>MARTEX LTD 68 Woodpath Terrace SW Calgary, AB T2W 5Z6</p>	<p>MHT OILFIELD SERVICES INC. 3805-56 Ave Rocky Mountain House, AB T4T 1V5</p>
<p>O'CHIESE FIRST NATION PO Box 2127 Rocky Mountain House, AB T4T 1B6</p>	<p>STREAM-FLO INDUSTRIES 4505- 74 Avenue Edmonton, AB T6B 2H5</p>
<p>SUPREME OFFICE PRODUCTS PO Box 4318 Regina, SK S4P 3W6</p>	<p>TRIPLE FIVE LIMITED #3000, 8882 - 170 Street Edmonton, AB T5T 4M2</p>
<p>WEBCO CONSULTING LTD. 445 McCoy Drive Red Deer County, AB T4E 0A4</p> <p>Dave Webster Dwebster.webco@gmail.com</p>	<p>WEIR SEABOARD OIL & GAS SEABOARD CANADA LTD. C/O C35063C, PO Box 2521, STN M Calgary, AB T2P 0T6</p>