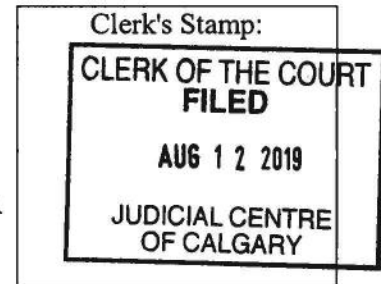


COURT FILE NUMBER 1901 - 07098  
COURT COURT OF QUEEN'S BENCH OF ALBERTA  
JUDICIAL CENTRE CALGARY  
PLAINTIFF SAFEWAY HOLDINGS (ALBERTA) LTD.  
DEFENDANT(S) PETROCAPITA OIL AND GAS L.P. and PETROCAPITA G.P. I LTD.  
DOCUMENT **APPLICATION TO AMEND CONSENT RECEIVERSHIP ORDER**



ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT  
**Dentons Canada LLP**  
1500, 850 – 2<sup>nd</sup> Street SW  
Calgary, Alberta T2P 0R8  
Lawyer: Derek Pontin / John Regush  
Phone Number: (403) 268-6307 / 7086  
Fax Number: (403) 268-3100  
File No. 575359-2

**NOTICE TO RESPONDENTS** on the Service List attached as **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 Judge.

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

Date: August 19, 2019  
Time: 2:00 p.m.  
Where: Calgary Courts Centre, 601 5<sup>th</sup> Street SW, Calgary, AB  
Before Whom: The Honourable Justice Hollins

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. Hudson & Company Insolvency Trustees Inc., in its capacity as Court-appointed receiver and manager (“**Receiver**”) of the assets, undertakings and properties of Petrocapita Oil and Gas L.P. and Petrocapita G.P. I Ltd. (collectively, “**Petrocapita Oil and Gas**”) respectfully seeks the following relief:
  - (a) an Order, in substantially the form attached as **Schedule "B"**:

- (i) declaring that the time for service of the Application and supporting materials be abridged, that the Application is properly returnable today and that service of this Application and the First Report of the Receiver dated August [•], 2019 (the "**First Report**") on the service list (attached hereto as **Schedule "A"**) is validated and deemed good and sufficient and time for service is abridged to that actually given and that further service of the Application be dispensed with;
  - (ii) amending and restating the Consent Receivership Order granted June 11, 2019 (the "**Consent Receivership Order**") to expand the Consent Receivership Order to appoint the Receiver as receiver and manager over Petrocapita Processing L.P. ("**Processing LP**") and Petrocapita GP II Ltd. ("**GP II**" and together, "**Petrocapita Processing**");
  - (iii) amending the style of cause in the within action to include Petrocapita Processing; and
- (b) such other relief as may be granted by this Honourable Court.

**Grounds for making this application:**

2. On June 11, 2019, Safeway Holdings (Alberta) Ltd. ("**Safeway**") sought and obtained the Consent Receivership Order appointing the Receiver as receiver and manager over Petrocapita Oil and Gas.
3. The Consent Receivership Order expressly provides at paragraph 32:

Any interested party may apply to this Court to vary or amend this Order on not less than 7 days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.
4. The Receiver is an interested party.
5. The requested amendments to the Consent Receivership Order will not prejudicially affect the position of the parties who have relied *bona fide* on the original Consent Receivership Order.
6. Amendment to the Consent Receivership Order as set out in Schedule "B" to this Application is just and expedient.
7. This Application to amend the Consent Receivership Order is made promptly.

8. Amending the style of cause in the within action will assist with the administration of this action.

**Expansion of the Receivership Order**

9. Petrocapita Oil and Gas owns certain petroleum and natural gas rights through working interests and licenses (the "**Product Inventory**"). The Product Inventory is subject to the Consent Receivership Order.
10. Following the Receiver's appointment, the Receiver became aware that certain equipment related to Petrocapita Oil and Gas's operations including pumps, tanks, surface and downhole equipment located at each of Petrocapita Oil and Gas's approximately 450 well-site locations are presently owned by a related entity, Petrocapita Processing (the "**Processing Equipment**").
11. It appears that the Processing Equipment may have initially been acquired by Petrocapita Oil and Gas, and then transferred to Petrocapita Processing through a series of inter-company transactions (the "**Inter-company Transfers**").
12. The Receiver is continuing to investigate the Inter-company Transfers, however on a preliminary basis, it appears that the Inter-company Transfers may have occurred during a time when Safeway and other creditors arguably had a security interest in the Processing Equipment while owned by Petrocapita Oil and Gas.
13. Additionally, a substantial amount of the Processing Equipment is on-site at the wells that are part of the property of Petrocapita Oil and Gas and subject to the Consent Receivership Order.
14. The property subject to the Consent Receivership Order requires the Processing Equipment to operate.
15. Moreover, it appears likely that parties interested in purchasing the Product Inventory would also wish to acquire the Processing Equipment, such that realizing upon the Product Inventory and Processing Equipment in the same proceedings seems likely to maximize realizations.
16. Accordingly, the amendment of the Consent Receivership Order to include Petrocapita Processing will enable the Receiver to most effectively:
- (a) investigate the Inter-company Transfers and administer the claims of stakeholders to the Processing Equipment;

- (b) maintain operations of the Product Inventory, to the extent continued operations are feasible and desirable; and
  - (c) enable the Receiver to preserve and protect the value of the within estate.
17. Such further and other grounds as the Receiver may advise and this Honourable Court may permit.

**Material or evidence to be relied on**

- 18. First Report of the Receiver dated August 12, 2019.
- 19. Affidavit of Richard Mellis and Greg Marr sworn August 12, 2019.
- 20. All pleadings and proceedings herein.
- 21. Such further and other material and evidence as this Honourable Court may allow.

**Applicable rules**

- 22. *The Alberta Rules of Court.*
- 23. Such further and other rules as this Honourable Court may allow.

**Applicable Acts and regulations**

- 24. *Bankruptcy and Insolvency Act (Canada).*
- 25. *Judicature Act (Alberta).*
- 26. Such further and other acts and regulations as this Honourable Court may allow.

**How the application is proposed to be heard or considered**

- 27. Before the Honourable Justice Hollins.

**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 rely on an affidavit or other evidence when the application is heard or considered, you must reply by giving reasonable notice of the material to the applicant.

**SCHEDULE "A"**

**SERVICE LIST**

<b>Party</b>	<b>Email Address</b>	<b>Representing</b>
<p>Burnet, Duckworth &amp; Palmer LLP            2400, 525 - 8 Avenue SW            Calgary, AB T2P 1G1  <b>Attention: David LeGeyt            Ashton Butler</b></p>	<p>dlegeyt@bdplaw.com            abutler@bdplaw.com</p>	<p><i>Safeway Holdings            (Alberta) Ltd.</i></p>
<p>Safeway Holdings (Alberta) Ltd.            Suite 450, 707 7<sup>th</sup> Avenue SW            Calgary, AB T2P 3H6  <b>Attention: Phillip Peterson            William Kujat</b></p>	<p>ppetersn@telusplanet.net            bkujat@estancia.ca</p>	
<p>Hudson &amp; Company            200, 625 – 11 Avenue SW            Calgary AB T2R 0E1  <b>Attention: Stefan Duchene</b></p>	<p>sduchene@hudsoninc.ca</p>	<p><i>Receiver</i></p>
<p>Bennett Jones LLP            4500 Bankers Hall East            855 2 Street SW            Calgary, AB T2P 4K7  <b>Attention: Chris Simard</b></p>	<p>simardc@bennettjones.com</p>	<p><i>Petrocapita            Income Trust</i></p> <p><i>Petrocapita            Energy Corp.</i></p> <p><i>Petrocapita GP II            Ltd.</i></p> <p><i>Petrocapita            Processing LP</i></p> <p><i>Petrocapita Oil            and Gas LP</i></p> <p><i>Petrocapita GP I            Ltd.</i></p>
<p>Petrocapita Oil &amp; Gas L.P.            1400, 717 – 7 Avenue SW            Calgary, AB T2P 0Z3</p>	<p>rmellis@pcapita.com</p>	<p><i>Defendant</i></p>
<p>Petrocapita G.P.I Ltd.            1400, 717 – 7 Avenue SW            Calgary, AB T2P 0Z3</p>	<p>rmellis@pcapita.com</p>	<p><i>Defendant</i></p>
<p>Canadian Natural Resources Limited            2100, 855 – 2<sup>nd</sup> Street SW            Calgary, Alberta T2P 4J8  <b>Attention: Jelena Molnar</b></p>	<p><u>jelena.molnar@cnrl.com</u></p>	<p><i>Canadian Natural            Resources            and            Canadian Natural            Resources Limited</i></p>

<b>Party</b>	<b>Email Address</b>	<b>Representing</b>
McMillan LLP TD Canada Trust Tower 1700, 421 – 7 <sup>th</sup> Avenue SW Calgary, AB T2P 4K9 <b>Attention: Adam Maerov</b>	adam.maerov@mcmillan.ca	<i>Royal Bank of Canada</i>
Bergerman Smith LLP Suite 800, 230 – 22 <sup>nd</sup> Street East Saskatoon, SK S7K 0E9 <b>Attention: Michael A. MacDonald</b>	mmacdonald@bergermanlaw.com	<i>Uncle Jed's Oilfield Services Ltd.</i>
Richard Gibbons Law Office Norsasklaw Prof. Corp. 1381A 101 <sup>st</sup> Street North Battleford, SK S9A 0Z9 <b>Attention: Richard Gibbons</b>	richard@norsasklaw.com	<i>Severs Oilfield Services Inc.</i>
Prairie Sky Royalty Ltd. Suite 1700, 350 7 Ave SW Calgary, AB T2P 3N9 <b>Attention : James Nixon</b>	james.nixon@prairiesky.com	<i>Prairie Sky Royalty Ltd.</i>
Durum Capital <b>Attention: Jeff Lindskog</b>	jeff@durum.ca	<i>Durum Capital</i>
Commercial List Coordinator	<u>CommercialCoordinator.QBCalgary@albertacourts.ca</u>	<i>Court of Queen's Bench of Alberta</i>

**PPR Registrants – Petrocapita Oil and Gas L.P.**

<b>Secured Party</b>
Petrocapita Income Trust 2210, 8561 8A Avenue SW Calgary, AB T3H 0V5 Re: PPR Registrations 15113018958, 15113019146

**Secured Party**

Royal Bank of Canada  
 36 York Mills Road, 4<sup>th</sup> Floor  
 Toronto, ON M2P 0A4

Re: PPR Registrations 16112939805, 16120915603

**Counsel:**

McMillan LLP  
 TD Canada Trust Tower, Suite 1700  
 421 7th Avenue S.W.  
 Calgary, Alberta T2P 4K9

Attention: Adam Maerov  
[adam.maerov@mcmillan.ca](mailto:adam.maerov@mcmillan.ca)

**PPR Registrants – Petrocapita GP I Ltd.****Secured Party**

National Leasing Group Inc.  
 1525 Buffalo Place  
 Winnipeg, MB R3T 1L9

Re: PPR Registration 14060317678

CWB National Leasing Inc.  
 1525 Buffalo Place  
 Winnipeg, MB R3T 1L9

Re: PPR Registration 14060317678

946981 Alberta Ltd.  
 195, 3025 – 12 St NE  
 Calgary, AB T2E 7J2

Re: PPR Registration 18041637068

Can-World Finance Services  
 195, 3025 – 12 St NE  
 Calgary, AB T2E 7J2

Re: PPR Registrations 18041637068



**PPR Registrants (not otherwise included above)– Petrocapita Processing L.P. and Petrocapita GP II Ltd.****Secured Party**

CHROME DIESEL REPAIR LTD.  
BOX 12273  
LLOYDMINSTER, AB T9V3C5

Re: PPR Registration 19012924434

**Regulators**

<b>Party</b>	<b>Email Address</b>	<b>Representing</b>
Alberta Energy Regulator Suite 1000, 250 - 5 Street SW Calgary, AB T2P 0R4	Maria.Lavelle@aer.ca candice.ross@aer.ca Kaitlin.szacki@aer.ca insolvency@aer.ca	Alberta
Department of Energy Alberta Justice and Solicitor General Floor 9, 9945 108 St NW, North Petroleum Plaza Edmonton, AB T5J 0B9	Piotr.Ciechanowski@gov.ab.ca	Alberta Department of Energy
Saskatchewan Ministry of Energy Energy and Resources 1000, 2103 - 11th Avenue Regina SK S4P 3Z8	ER.Servicedesk@gov.sk.ca	Saskatchewan

**SCHEDULE "B"**

Clerk's Stamp:

COURT FILE NUMBER 1901 - 07098  
COURT COURT OF QUEEN'S BENCH OF ALBERTA  
JUDICIAL CENTRE CALGARY  
PLAINTIFF SAFEWAY HOLDINGS (ALBERTA) LTD.  
DEFENDANT(S) PETROCAPITA OIL AND GAS L.P., ^ PETROCAPITA G.P.I LTD.,  
PETROCAPITA PROCESSING L.P., AND PETROCAPITA GP II LTD.  
DOCUMENT AMENDED CONSENT RECEIVERSHIP ORDER

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT  
**Burnet, Duckworth & Palmer LLP**  
2400, 525 – 8 Avenue SW  
Calgary, Alberta T2P 1G1  
Lawyer: David LeGeyt  
Phone Number: (403) 260-0210  
Fax Number: (403) 260-0332  
Email Address: [dlegeyt@bdplaw.com](mailto:dlegeyt@bdplaw.com)  
File No. 54227-2

DATE ON WHICH ORDER WAS PRONOUNCED:

June 11, 2019, as amended August 19, 2019

NAME OF JUDGE WHO MADE THIS ORDER:

The Honourable Justice J.T. Eamon (amended order pronounced by the Honourable Justice Hollins)

LOCATION OF HEARING:

Calgary Courts Centre

### **RECEIVERSHIP ORDER**

UPON the application of Safeway Holdings (Alberta) Ltd. ("Safeway") in respect of Petrocapita Oil and Gas L.P., Petrocapita G.P. I Ltd., Petrocapita Processing L.P. and Petrocapita GP II Ltd. (collectively the "Debtor"); AND UPON having read the Application, the Affidavit of William Kujat dated, May 27, 2019; and the Affidavit of Service of Una Pirija, filed June 7, 2019; AND UPON reading the consent of Hudson & Company Insolvency Trustees Inc. to act as receiver and manager (the "Receiver") of the Debtor, filed; AND UPON hearing counsel for Safeway;

AND UPON the application of the Receiver to amend this Order. AND UPON having read the Application the Receiver filed August , 2019 and the First Report of the Receiver dated August , 2019 and other materials filed in this matter. AND UPON hearing counsel for Safeway. counsel for the Receiver and any other parties present: IT IS HEREBY ORDERED AND DECLARED THAT:

### **SERVICE**

1. The time for service of the notice of application for this Order is hereby abridged and service thereof is deemed good and sufficient.

### **APPOINTMENT**

2. Pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 ("**BIA**"), and sections 13(2) of the *Judicature Act*, R.S.A. 2000, c.J-2, 99(a) of the *Business Corporations Act*, R.S.A. 2000, c.B-9, and 65(7) of the *Personal Property Security Act*, R.S.A. 2000, c.P-7 Hudson & Company Insolvency Trustees Inc. is hereby appointed Receiver, without security, of all of the Debtor's current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate, including all proceeds thereof (the "**Property**").

### **RECEIVER'S POWERS**

3. The Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:
  - (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property, which shall include the Receiver's ability to abandon, dispose of or otherwise release any interest in any of the Debtor's real property, or any right in any immovable, and any license or authorization issued by the Alberta Energy Regulator, or any other similar government authority, in respect of such interest in real property or immovable, including pursuant to section

14.06(4) of the BIA, notwithstanding the provisions of the *Oil and Gas Conservation Act*, RSA 2000, c O-6 the *Pipeline Act*, RSA 2000, or any other similar provincial legislation<sup>1</sup>;

- (b) to receive, preserve and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (c) to manage, operate and carry on the business of the Debtor, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtor;
- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- (e) to purchase or lease machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtor or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor and to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor;
- (g) to settle, extend or compromise any indebtedness owing to or by the Debtor;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtor, for any purpose pursuant to this Order;
- (i) to undertake environmental or workers' health and safety assessments of the Property and operations of the Debtor;
- (j) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtor, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby

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<sup>1</sup> On January 31, 2019, the Supreme Court of Canada released its decision in *Orphan Well Association v. Grant Thornton Limited* (2019 SCC 50) relating to the effect of disclaimer by receivers and trustees of real property. The impact of this decision on the template receivership order is currently under consideration.

conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding, and provided further that nothing in this Order shall authorize the Receiver to defend or settle the action in which this Order is made unless otherwise directed by this Court.

- (k) to market any or all the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate.
- (l) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,
  - (i) without the approval of this Court in respect of any transaction not exceeding \$500,000 provided that the aggregate consideration for all such transactions does not exceed \$1,500,000; and
  - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause,

and in each such case notice under subsection 60(8) of the *Personal Property Security Act*, R.S.A. 2000, c. P-7 or any similar legislation in any other province or territory shall not be required.

- (m) to apply for any vesting order or other orders (including without limitation, confidentiality or sealing orders) necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (n) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (o) to register a copy of this Order and any other orders in respect of the Property against title to any of the Property, and when submitted by the Receiver for registration this Order shall be immediately registered by the Registrar of Land Titles of Alberta, or any other similar government authority, notwithstanding Section 191 of the Land Titles Act, RSA 2000, c.

L-4, or the provisions of any other similar legislation in any other province or territory, and notwithstanding that the appeal period in respect of this Order has not elapsed and the Registrar of Land Titles shall accept all Affidavits of Corporate Signing Authority submitted by the Receiver in its capacity as Receiver of the Debtor and not in its personal capacity;

- (p) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtor;
- (q) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtor;
- (r) to assign the Debtor into bankruptcy;
- (s) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have; and
- (t) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations;

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Debtor, and without interference from any other Person (as defined below).

#### DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

4. (i) The Debtor, (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "**Persons**" and each being a "**Person**") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property (excluding Property subject to liens the validity of which is dependent on maintaining possession) to the Receiver upon the Receiver's request.



5. All Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtor, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "**Records**") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or documents prepared in contemplation of litigation or due to statutory provisions prohibiting such disclosure.
  
6. If any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

#### NO PROCEEDINGS AGAINST THE RECEIVER

7. No proceeding or enforcement process in any court or tribunal (each, a "**Proceeding**"), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

#### NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY

8. No Proceeding against or in respect of the Debtor or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtor or the Property are hereby stayed and suspended pending further Order of this Court, provided, however, that nothing in this Order shall: (i) prevent any Person from commencing a proceeding regarding a claim that might otherwise become barred by statute or an existing agreement if such proceeding is not commenced before the expiration of the stay provided by this paragraph 8; and (ii) affect a Regulatory Body's investigation in respect of the debtor or an action, suit or proceeding that is taken in respect of the debtor by or before the Regulatory Body, other than the enforcement of a payment order by the Regulatory Body or the Court. "**Regulatory Body**" means a person or body that has powers, duties or functions relating to the enforcement or administration of an Act of Parliament or of the legislature of a Province.

#### NO EXERCISE OF RIGHTS OF REMEDIES

9. All rights and remedies of any Person, whether judicial or extra-judicial, statutory or non-statutory (including, without limitation, set-off rights) against or in respect of the Debtor or the Receiver or affecting the Property are hereby stayed and suspended and shall not be commenced, proceeded with or continued except with leave of this Court, including, without limitation, any rights or remedies or provisions in any agreement, construction, ownership, and operating agreement, joint venture agreement or any such similar agreement or agreements to which the Debtor is a party that purport to effect or cause a cessation of operatorship as a result of the occurrence of any default or non-performance by or the insolvency of the Debtor, the making or filing of these proceedings or any allegation, admission or evidence in these proceedings and under no circumstances shall the Debtor be replaced as operator pursuant to any such agreements without further order of this Court, provided however that this stay and suspension does not apply in respect of any "eligible financial contract" (as defined in the BIA), and further provided that nothing in this Order shall (i) empower the Receiver or the Debtor to carry on any business that the Debtor is not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtor from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

#### NO INTERFERENCE WITH THE RECEIVER

10. No Person shall accelerate, suspend, discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtor, except with the written consent of the Receiver or leave of this Court. Nothing in this Order shall prohibit any party to an eligible financial contract from closing out and terminating such contract in accordance with its terms.

#### CONTINUATION OF SERVICES

11. All Persons having statutory or regulatory mandates for the supply of goods and/or services or having oral or written agreements or arrangements with the Debtor or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Debtor 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 Receiver or exercising any other remedy provided under such agreements or arrangements, and this Court directs that the Receiver shall be entitled to the continued use of the Debtor's current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Debtor or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

#### RECEIVER TO HOLD FUNDS

12. All funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "**Post Receivership Accounts**") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further order of this Court.

## EMPLOYEES

13. Subject to employees' rights to terminate their employment, all employees of the Debtor shall remain the employees of the Debtor until such time as the Receiver, on the Debtor's behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*, S.C. 2005, c.47 ("**WEPPA**").
  
14. Pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "Sale"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtor, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

## LIMITATION ON ENVIRONMENTAL LIABILITIES

15. (a) Notwithstanding anything in any federal or provincial law, the Receiver is not personally liable in that position for any environmental condition that arose or environmental damage that occurred:
  - (i) before the Receiver's appointment; or
  - (ii) after the Receiver's appointment unless it is established that the condition arose or the damage occurred as a result of the Receiver's gross negligence or wilful misconduct.
  
- (b) Nothing in sub-paragraph (a) exempts a Receiver from any duty to report or make disclosure imposed by a law referred to in that sub-paragraph.

- (c) Notwithstanding anything in any federal or provincial law, but subject to sub-paragraph (a) hereof, where an order is made which has the effect of requiring the Receiver to remedy any environmental condition or environmental damage affecting the Property, the Receiver is not personally liable for failure to comply with the order, and is not personally liable for any costs that are or would be incurred by any person in carrying out the terms of the order,
  - (i) if, within such time as is specified in the order, within 10 days after the order is made if no time is so specified, within 10 days after the appointment of the Receiver, if the order is in effect when the Receiver is appointed, or during the period of the stay referred to in clause (ii) below, the Receiver:
    - A. complies with the order, or
    - B. on notice to the person who issued the order, abandons, disposes of or otherwise releases any interest in any real property affected by the condition or damage;
  - (ii) during the period of a stay of the order granted, on application made within the time specified in the order referred to in clause (i) above, within 10 days after the order is made or within 10 days after the appointment of the Receiver, if the order is in effect when the Receiver is appointed, by,
    - A. the court or body having jurisdiction under the law pursuant to which the order was made to enable the Receiver to contest the order; or
    - B. the court having jurisdiction in bankruptcy for the purposes of assessing the economic viability of complying with the order; or
  - (iii) if the Receiver had, before the order was made, abandoned or renounced or been divested of any interest in any real property affected by the condition or damage.

#### **LIMITATION ON THE RECEIVER'S LIABILITY**

- 16. Except for gross negligence or wilful misconduct, as a result of its appointment or carrying out the provisions of this Order the Receiver shall incur no liability or obligation that exceeds an amount for which it may obtain full indemnity from the Property. Nothing in this Order shall derogate from any limitation on liability or other protection afforded to the Receiver under any applicable law, including, without limitation, Section 14.06, 81.4(5) or 81.6(3) of the BIA.

## RECEIVER'S ACCOUNTS

17. The Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case, incurred at their standard rates and charges. The Receiver and counsel to the Receiver shall be entitled to the benefits of and are hereby granted a charge (the "**Receiver's Charge**") on the Property, which shall not exceed the amount of \$500,000, as security for such fees and disbursements, incurred both before and after the making of this Order in respect of these proceedings, and the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, deemed trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person but subject to section 14.06(7), 81.4(4) and 81.6(2) and 88 of the BIA.
18. The Receiver and its legal counsel shall pass their accounts from time to time.
19. Prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including the legal fees and disbursements, incurred at the normal rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

## FUNDING OF THE RECEIVERSHIP

20. The Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$500,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "**Receiver's Borrowings Charge**") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges set out in sections 14.06(7), 81.4(4) and 81.6(2) and 88 of the BIA.
21. Neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.

22. The Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "A" hereto (the "**Receiver's Certificates**") for any amount borrowed by it pursuant to this Order.
23. The monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.
24. The Receiver shall be allowed to repay any amounts borrowed by way of Receiver's Certificates out of the Property or any proceeds, including any proceeds from the sale of any assets without further approval of this Court.

#### ALLOCATION

25. Any interested party may apply to this Court on notice to any other party likely to be affected, for an order allocating the Receiver's Charge and Receiver's Borrowings Charge amongst the various assets comprising the Property.

#### GENERAL

26. The Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.
27. Notwithstanding Rule 6.11 of the *Alberta Rules of Court*, unless otherwise ordered by this Court, the Receiver 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 Receiver's reports shall be filed by the Court Clerk notwithstanding that they do not include an original signature.
28. Nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtor.
29. 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 Receiver and its 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 Receiver, as an officer of this Court, as may be

necessary or desirable to give effect to this Order, to grant representative status to the Receiver in any foreign proceeding, or to assist the Receiver and its agents in carrying out the terms of this Order.

30. The Receiver 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 Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.
31. The Plaintiff and Petrocapita Income Trust shall have their costs of this application, up to and including entry and service of this Order, and in these proceedings generally, as provided for by the terms of the their respective security or, if not so provided by their respective security, then on a substantial indemnity basis, including legal costs on a solicitor-client full indemnity basis, to be paid by the Receiver from the Debtor's estate with such priority and at such time as this Court may determine.
32. Any interested party may apply to this Court to vary or amend this Order on not less than 7 days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

#### FILING

33. The Receiver shall establish and maintain a website in respect of these proceedings (the "**Receiver's Website**") and shall post there as soon as practicable:
  - (a) all materials prescribed by statute or regulation to be made publically available; and
  - (b) all applications, reports, affidavits, orders and other materials filed in these proceedings by or on behalf of the Receiver, or served upon it, except such materials as are confidential and the subject of a sealing order or pending application for a sealing order.
34. Service of this Order shall be deemed good and sufficient by:
  - (a) serving the same on:
    - (i) the persons listed on the service list created in these proceedings or otherwise served with notice of these proceedings;



- (ii) any other person served with notice of the application for this Order;
  - (iii) any other parties attending or represented at the application for this Order; and
- (b) posting a copy of this Order on the Receiver's Website
- and service on any other person is hereby dispensed with.

Service of this Order may be effected by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following transmission or delivery of this Order.

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**Justice Campbell**

**CONSENTED TO BY:**

**Bennett Jones LLP**

Per:

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Chris Simard

Counsel to Petrocapita Oil and Gas  
L.P. ^ Petrocapita G.P. I Ltd.

**SCHEDULE "A"**

**RECEIVER CERTIFICATE**

CERTIFICATE NO. \_\_\_\_\_

AMOUNT \$ \_\_\_\_\_

1. THIS IS TO CERTIFY that Hudson & Company Insolvency Trustees Inc., the interim receiver and receiver and manager (the "**Receiver**") of all of the assets, undertakings and properties of Petrocapita Oil and Gas L.P., Petrocapita G.P.I Ltd., Petrocapita Processing L.P., and Petrocapita GP II Ltd. appointed by Order of the Court of Queen's Bench of Alberta and Court of Queen's Bench of Alberta in Bankruptcy and Insolvency (collectively, the "**Court**") dated the \_\_\_\_ day of \_\_\_\_\_, 2019 (the "**Order**") made in action number \_\_\_\_\_, has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of \$\_\_\_\_\_, being part of the total principal sum of \$\_\_\_\_\_ which the Receiver is authorized to borrow under and pursuant to the Order.
2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [**daily**] [**monthly not in advance on the \_\_\_\_ day of each month**] after the date hereof at a notional rate per annum equal to the rate of \_\_\_\_\_ per cent above the prime commercial lending rate of Bank of \_\_\_\_\_ from time to time.
3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.
4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at [●].
5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.
6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property) as authorized by the Order and as authorized by any further or other order of the Court.
7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Hudson & Company Insolvency Trustees Inc., solely in its capacity as Receiver of the Property (as defined in the Order), and not in its personal capacity

Per: \_\_\_\_\_

Name:

Title:

