

CLERK OF THE COURT  
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AUG 31 2016  
JUDICIAL CENTRE  
OF CALGARY

COURT FILE NUMBER 1601-01675  
COURT COURT OF QUEEN'S BENCH OF ALBERTA  
JUDICIAL CENTRE CALGARY

APPLICANTS **IN THE MATTER OF THE COMPANIES'  
CREDITORS ARRANGEMENT ACT, R.S.C.  
1985, c. C-36, as amended**  
**AND IN THE MATTER OF A PLAN OF  
ARRANGEMENT OF ARGENT ENERGY  
TRUST, ARGENT ENERGY (CANADA)  
HOLDINGS INC. and ARGENT ENERGY  
(US) HOLDINGS INC.**

DOCUMENT **CCAA TERMINATION ORDER**

ADDRESS FOR SERVICE AND  
CONTACT INFORMATION OF  
PARTY FILING THIS DOCUMENT **BENNETT JONES LLP**  
Barristers and Solicitors  
4500 Bankers Hall East  
855 – 2<sup>nd</sup> Street SW  
Calgary, Alberta T2P 4K7

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Client File No.: 68859.14

DATE ON WHICH ORDER WAS  
PRONOUNCED: **Tuesday, August 30, 2016**

LOCATION WHERE ORDER WAS  
PRONOUNCED: **Calgary Courts Centre**  
**601 - 5<sup>th</sup> Street SW**  
**Calgary, Alberta**

NAME OF JUSTICE  
WHO MADE THIS ORDER: **The Honourable Mr. Justice D. B. Nixon**

UPON the Application of Argent Energy Trust (the "**Trust**"), Argent Energy (US) Holdings Inc. ("**Argent US**") and Argent Energy (Canada) Holdings Inc. ("**Argent Canada**"),

and together with the Trust and Argent US, "**Argent**") and Computershare Trust Company of Canada, in its capacity as Trustee of the Trust ("**Computershare**") for an Order pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended, (the "**CCAA**"); **AND UPON** having read the Application filed August 22, 2016, the Fifth Affidavit of Sean Bovingdon sworn August 23, 2016 (the "**Bovingdon Affidavit No. 5**"), filed; and upon reading the Fourth Report of the Monitor, FTI Consulting Canada Inc. (the "**Monitor**") dated August 25, 2016, filed (the "**Monitor's Fourth Report**"); **AND UPON** hearing from counsel for Argent, counsel for the Monitor, counsel for Computershare, and counsel to the Syndicate (as defined in the Affidavit of Sean Bovingdon sworn February 16, 2016);

**IT IS HEREBY ORDERED AND DECLARED THAT:**

*Service and Definitions*

1. The time for service of the Notice of Application for this Order is hereby abridged and deemed good and sufficient and this Application is properly returnable today, with service of the Notice of Application on the unitholders of the Trust specifically dispensed with.
2. All capitalized terms used and not otherwise defined herein shall have the meaning ascribed thereto in the Affidavits of Sean Bovingdon sworn in these proceedings (the "**CCAA Proceedings**").

*Termination of CCAA Proceedings with respect to the Trust and Argent Canada*

3. The CCAA Proceedings with respect to the Trust and Argent Canada shall be terminated without any other act or formality at the time that is the earlier of: (i) 11:59 MDT on August 31, 2016; and (ii) the time at which the assignments into bankruptcy pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**BIA**") are filed for each of the Trust and Argent Canada (the "**CCAA Termination Time**").
4. Notwithstanding the termination of the CCAA Proceedings with respect to the Trust and Argent Canada at the CCAA Termination Time:

- (a) the Directors' Charge shall continue to be valid and enforceable for all purposes in accordance with the terms of the Amended and Restated Initial Order and shall continue to have the priority and rank set out therein and as outlined in paragraphs 40 and 42 thereof over the funds held by the Monitor in trust for the Directors' Charge in the amount of US \$200,000 (the "D&O Funds"); and
- (b) the Administration Charge shall continue to be valid and enforceable for all purposes with respect to Argent US, in accordance with the terms of the Amended and Restated Initial Order and shall continue to have the priority and rank set out therein and as outlined in paragraphs 40 and 42 thereof over the funds held by the beneficiaries of the Administration Charge as retainers for their professional fees.

5. The Monitor is authorized and directed to pay the funds held by it in trust for the purposes of the Ad Hoc Committee First Charge, in the amount of CDN \$300,000, into Court, subject to further Court Order, *unless it has been paid to the Ad Hoc Committee First Charge by Tuesday, September 6, 2016*

6. The Monitor, in accordance with paragraph 26 hereof and its continued role as Monitor of Argent US, is hereby authorized and directed to maintain the D&O Funds securing the Directors' Charge, pending further Order of this Honourable Court.

Approval of Activities

7. The Pre-Filing Report of the proposed Monitor dated February 16, 2016, the First Report of the Monitor dated March 4, 2016, the Second Report of the Monitor dated April 21, 2016, the Third Report of the Monitor dated June 21, 2016, and the Fourth Report of the Monitor dated August 25, 2016, and the activities and conduct of the Monitor as described in each such report, are hereby approved.

Approval of Fees & Disbursements

8. The fees and disbursements of the Monitor for the period from its date of appointment to July 31, 2016 as set out in the Monitor's Fourth Report are hereby approved.

9. The fees and disbursements of McCarthy Tétrault LLP, in its capacity as Canadian counsel to the Monitor ("**McCarthy's**") for the period from its date of appointment to July 31, 2016, as set out in the Monitor's Fourth Report are hereby approved.
10. The fees and disbursements of Norton Rose Fulbright LLP, in its capacity as U.S. counsel to the Monitor ("**NRF**") for the period from its date of appointment to August 25, 2016, as set out in the Monitor's Fourth Report are hereby approved.

*Discharge of the Monitor*

11. Effective at the CCAA Termination Time for the Trust and Argent Canada, FTI Consulting Canada Inc. shall be and is hereby discharged as Monitor of the Trust and of Argent Canada and shall have no further duties, obligations or responsibilities as Monitor from and after such CCAA Termination Time, save and except as set out in paragraph 26 hereof.
12. The Monitor has satisfied all of its duties and obligations pursuant to the CCAA and the Orders of the Court in respect of the CCAA proceedings relating to the Trust and Argent Canada, save and except as set out in paragraph 26 hereof.
13. The Monitor and its respective affiliates and officers, directors, partners, employees and agents (collectively, the "**Released Parties**") are hereby released and discharged from any and all claims that any person may have or be entitled to assert against the Released Parties, whether known or unknown, matured or unmatured, foreseen or unforeseen, existing or hereafter arising, based in whole or in part on act or omission, transaction, dealing or other occurrence existing or taking place on or prior to the date of this Order in any way relating to, arising out of, or in respect of the CCAA Proceedings related to the Trust or Argent Canada, or with respect to their respective conduct in the CCAA Proceedings related to the Trust or Argent Canada (collectively, the "**Released Claims**"), and any such Released Claims are hereby released, stayed, extinguished and forever barred and the Released Parties shall have no liability in respect thereof, provided that Released Claims shall not include any claim or liability arising out of any gross negligence or willful misconduct on the part of the Released Parties.

14. No action or other proceeding shall be commenced against of the Released Parties in any way arising from or related to the CCAA Proceedings related to the Trust or Argent Canada, except with prior leave of this Court on at least seven days' prior written notice to the applicable Released Parties.
15. Notwithstanding any provision of this Order and termination of the CCAA Proceedings with respect to the Trust and Argent Canada, nothing herein shall effect, vary, derogate from, limit or amend any of the protections in favour of the Monitor at law or pursuant to the CCAA, the Initial Order or any other Order of this Court in the CCAA Proceedings.

**Bankruptcy of Argent Canada**

16. Argent Canada is hereby authorized to make an assignment into bankruptcy under the BIA, and FTI Consulting Canada Inc. is hereby authorized to act as trustee in bankruptcy (in such capacity, the "Bankruptcy Trustee") in respect of each of the Trust and Argent Canada upon their respective assignments into bankruptcy.

**Termination of the Trust**

17. Immediately upon the Trust making an assignment into bankruptcy pursuant to the BIA and the vesting of the Trust's assets with the Bankruptcy Trustee, the Trust shall be deemed to be terminated by operation of the law and the trustee of the Trust shall be deemed to be discharged by operation of law.

**Approval of Directors' Resignations**

18. The resignations of the directors and officers of Argent US and of Argent Canada, effective August 30, 2016, are hereby approved.

**Enhanced Powers of the Monitor with respect to Argent US**

19. The expansion of the Monitor's powers in respect of Argent US as set forth below is hereby authorized and approved, effective August 30, 2016, on the terms and conditions set out herein. Nothing in this Order shall derogate from the powers of the Monitor as provided for in the Initial Order or the CCAA.

20. In addition to the powers and duties of the Monitor set out in the Initial Order and the CCAA, and without altering in any way the limitations and obligations of Argent US as a result of these proceedings, the Monitor be and is hereby authorized and empowered to:
- (a) preserve, protect and maintain control of the property of Argent US (the "**Argent US Property**"), or any parts thereof;
  - (b) oversee and direct the preparation of cash flow statements and to assist in the dissemination of financial and other information in these proceedings with respect to Argent US;
  - (c) receive, collect and take possession of all monies and accounts now owed or hereafter owing to Argent US, including proceeds payable pursuant to a sale of Argent US Property;
  - (d) execute, assign, issue and endorse documents of whatever nature in respect of any of the Argent US Property, whether in the Monitor's name or in the name and on behalf of Argent US;
  - (e) provide instruction and direction to the advisors of Argent US;
  - (f) make any distribution or payments by Argent US required under any Order in these proceedings;
  - (g) execute, assign, issue and endorse documents of whatever nature in respect of the final statement of adjustments process with BXP and disburse funds in relation to the same;
  - (h) execute, assign, issue and endorse documents of whatever nature in respect of all transfers of operatorship of the Argent US Property that has been purchased by BXP or other the purchasers;
  - (i) effect the release of all operator bonds in favour of Argent US, upon the release of the same by the relevant government authorities in the U.S.;

- (j) resolve, either by agreement or through the U.S. Bankruptcy Court in accordance with the Order (Interim Distribution) filed May 10, 2016, all outstanding lien claims of Baker Hughes Incorporated or its subsidiaries against Argent US, and release all holdbacks maintained by the Monitor with respect to those claims;
  - (k) receive and disburse any tax refund applied for by T-COT;
  - (l) dissolve Argent US pursuant to the laws of the State of Delaware, at such time as the Monitor deems appropriate;
  - (m) administer the plan of dissolution of Argent US pursuant to the laws of the State of Delaware;
  - (n) perform such other duties or take any steps reasonably incidental to the exercise of such powers and obligations conferred upon the Monitor by this Order or any further Order of this Court; and
  - (o) terminate the CCAA Proceedings with respect to Argent US at such time as the Monitor deems appropriate.
21. The Monitor is directed to dissolve Argent US and to administer its plan of dissolution, pursuant to the laws of the State of Delaware, at such time as the Monitor deems appropriate.
22. No provision in this Order is intended to appoint the Monitor as an officer, director or employee of Argent US. Additionally, nothing in this Order shall constitute or be deemed to constitute the Monitor as a receiver, assignee, liquidator, receiver and manager or trustee of Argent US and that any distribution made to creditors of Argent US will be deemed to have been made by Argent US.
23. The Monitor shall continue to have the benefit of all of the protections and priorities as set out in the Initial Order and the CCAA, and any such protections and priorities shall apply to the Monitor in fulfilling its duties under this Order or in carrying out the provisions of this Order.

*Extension of Stay of Proceedings with respect to Argent US*

24. The Stay Period as ordered and defined in paragraph 2 of the Initial Order filed February 17, 2016 and as extended pursuant to the Order (Stay Extension and Other Relief) granted June 27, 2016 is hereby extended with respect to Argent US until and including March 31, 2017.

*Distributions to the Syndicate*

25. Notwithstanding paragraph 9 of the Initial Order and paragraph 9 of the Amended and Restated Initial Order, and subject to paragraph 6 hereof, to the extent that the Trust or Argent Canada holds funds in excess of the levy payable to the Superintendent of Bankruptcy, including any deposits, refunds, release of cash retainers by beneficiaries of the Administration Charge or others, or other similar amounts subsequently received, following the satisfaction and discharge of the Charges (as defined in the Initial Order and in the Amended and Restated Initial Order), provided that such funds in trust are not held in trust or are not otherwise required to fund a claim in priority to the Syndicate (the "**Excess Funds**"), the Bankruptcy Trustee is authorized and directed to distribute such Excess Funds to the Syndicate up to the amount of the value of the Syndicate's pre-filing secured debt pursuant to the Credit Agreement.

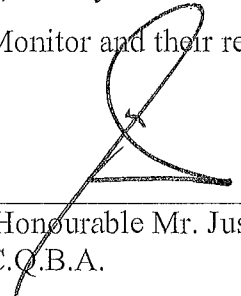
*General*

26. Notwithstanding the discharge of FTI Consulting Canada Inc. as Monitor of Argent Canada and Trust and the termination of the CCAA Proceedings with respect to Argent Canada and the Trust, the Court shall remain seized of any matter arising from the CCAA Proceedings, and FTI Consulting Canada Inc. shall have the authority from and after the date of this Order to apply to this Court to address matters ancillary or incidental to the CCAA Proceedings notwithstanding the termination thereof with respect to the Trust and Argent Canada. FTI Consulting Canada Inc. is authorized to take such steps and actions as it deems necessary to complete to address matters ancillary or incidental to its capacity as Monitor following the termination of the CCAA Proceedings with respect to the Trust and Argent Canada, and in completing or addressing any such ancillary or incidental matters, FTI Consulting Canada Inc. shall continue to have the benefit of the provisions



of the CCAA and provisions of all Orders made in the CCAA Proceedings in relation to its capacity as Monitor, including all approvals, protections and stays of proceedings in favour of FTI Consulting Canada Inc. in its capacity as Monitor.

27. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States, to give effect to this Order and to assist Argent and the Monitor, and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such Orders and to provide such assistance to Argent and to the Monitor as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist Argent and the Monitor and their respective agents in carrying out the terms of this Order.



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The Honourable Mr. Justice D. B. Nixon  
J.C.C.Q.B.A.