

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)**

THE HONOURABLE )  
MR. JUSTICE DUNPHY )  
TUESDAY, THE 29<sup>th</sup>  
DAY OF JANUARY, 2019

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 COMPROMISE OR ARRANGEMENT OF  
DUNDEE OIL AND GAS LIMITED



**FEE APPROVAL, STAY EXTENSION AND DISCHARGE ORDER**

**THIS MOTION**, made by Dundee Oil and Gas Limited (“**DOGL**”) on its behalf and as general partner on behalf of Dundee Energy Limited Partnership (“**DELP**” and together with DOGL, the “**Debtors**”) for an order: (i) approving the fees of FTI Consulting Canada Inc. (“**FTI**”), in its capacity as the proposal trustee of the Debtors (the “**Proposal Trustee**”) and as the Court-appointed monitor of the Debtors (the “**Monitor**”); (ii) approving the fees of counsel to the Proposal Trustee and the Monitor; (iii) extending the stay of proceedings; (iv) terminating these proceedings and discharging FTI as the Proposal Trustee for DOGL (the “**DOGL Proposal Trustee**”) and as Monitor upon filing of the Monitor’s Discharge Certificate (as defined below) with the Court; and (v) releasing and discharging FTI from any liability in connection with the discharge of its duties as DOGL Proposal Trustee and Monitor and barring all claims against FTI in connection with the within estate upon its discharge as DOGL Proposal Trustee and Monitor, was heard this day at 361 University Avenue, Toronto, Ontario.

**ON READING** the Eighth Report of the Monitor (the “**Eighth Report**”), the affidavit of Jeffrey Rosenberg sworn January 23, 2019 (the “**Rosenberg Affidavit**”), the affidavit of Aaron English sworn January 23, 2019 (the “**English Affidavit**”), and the affidavit of Grant Moffat sworn January 23, 2019 (the “**Moffat Affidavit**”), and on hearing the submissions of counsel for the Monitor, the Debtors, National Bank of Canada (the “**Lender**”), and the Ministry of Natural Resources and Forestry, no one appearing for any other person on the service list, although properly served as appears from the affidavit of Rachel Bengino sworn on January 24, 2019, filed:

*Lagasco Inc.*

**SERVICE**

1. **THIS COURT ORDERS AND DECLARES** that service of the Eighth Report and Motion Record is hereby validated and further service thereof is hereby dispensed with.

**DEFINITIONS**

2. **THIS COURT ORDERS** that capitalized terms not otherwise defined herein shall have the meaning set out in the Eighth Report or the Initial Order dated February 13, 2018 (the “**Initial Order**”).

**FEE APPROVAL**

3. **THIS COURT ORDERS** that the professional fees and disbursements of the Proposal Trustee and the Monitor (including estimated fees to completion of the estate herein) as set out in the Eighth Report and the Rosenberg Affidavit are hereby approved and the Monitor is authorized and directed to pay all such fees and disbursements.

4. **THIS COURT ORDERS** that the professional fees and disbursements of Torkin Manes LLP, as counsel to the Proposal Trustee and the Monitor, (including estimated fees to completion of the estate herein) as set out in the Eighth Report and the English Affidavit are hereby approved and the Monitor is authorized and directed to pay all such fees and disbursements.
  
5. **THIS COURT ORDERS** that the professional fees and disbursements of Thornton Grout Finnigan LLP, as counsel to the Proposal Trustee and the Monitor, (including estimated fees to completion of the estate herein) as set out in the Eighth Report and the Moffat Affidavit are hereby approved and the Monitor is authorized and directed to pay all such fees and disbursements.

#### **STAY EXTENSION**

6. **THIS COURT ORDERS** that the Stay Period as ordered and defined in paragraph 17 of the Initial Order is hereby extended until the earlier of (i) March 22, 2019; and (ii) the date on which the Monitor's Discharge Certificate is filed with the Court.

#### **DISCHARGE AND RELEASE OF THE DOGL PROPOSAL TRUSTEE AND THE MONITOR**

7. **THIS COURT ORDERS** that upon the Monitor filing a certificate in the form of Schedule "A" attached hereto (the "**Monitor's Discharge Certificate**"), each of the DOGL Proposal Trustee and the Monitor shall be discharged and relieved from any further obligations, liabilities, responsibilities or duties in its capacity as the DOGL Proposal Trustee and the Monitor, provided, however, that notwithstanding its discharge herein the DOGL Proposal

Trustee and the Monitor shall continue to have the benefit of the provisions of all Orders made in this proceeding, including all approvals, protections and stays of proceedings in favour of FTI in its capacity as DOGL Proposal Trustee and/or as Monitor.

8. **THIS COURT ORDERS AND DECLARES** that upon filing of the Monitor's Discharge Certificate, FTI is hereby released and discharged from any and all liability that FTI now has or may hereafter have by reason of, or in any way arising out of, the acts or omissions of FTI while acting in its capacity as DOGL Proposal Trustee or Monitor herein, save and except for any gross negligence or wilful misconduct on the part of the DOGL Proposal Trustee or Monitor. Without limiting the generality of the foregoing, FTI is hereby forever released and discharged from any and all liability relating to matters that were raised, or which could have been raised, in the within proceedings, save and except for any gross negligence or wilful misconduct on the part of the DOGL Proposal Trustee or Monitor.
9. **THIS COURT ORDERS** that no action or further proceeding may be commenced against the Proposal Trustee or the Monitor in any way relating to or arising from its capacity or conduct as Proposal Trustee or Monitor in these proceedings except with prior leave of this Court and on prior written notice to the Proposal Trustee or the Monitor.
10. **THIS COURT ORDERS AND DIRECTS** that, notwithstanding paragraph 28 of the Approval and Vesting Order granted by the Court on June 11, 2018, upon the appointment of FTI, or any other entity or person, as Trustee in Bankruptcy of either or both of the Debtors ("**Trustee**"), the Monitor shall transfer to FTI, in its corporate capacity, any amounts remaining in the Professional Fee Reserve, which shall be utilized to fund the professional fees and expenses of either or both of the Debtors and their legal counsel, the

Trustee and its legal counsel and the Lender and its legal counsel (collectively, the “**Professional Fees**”). FTI, in its corporate capacity, is authorized and empowered, without further Order of the Court, to disburse from the Professional Fee Reserve, from time to time, amounts owing by the Debtors in respect of the Professional Fees. Any amounts remaining in the Professional Fee Reserve after completion of any bankruptcy proceedings of DELP and/or DOGL and the discharge of the Trustee shall be distributed to the Lender.

#### **TERMINATION OF PROCEEDINGS**

11. **THIS COURT ORDERS** that these proceedings shall be terminated effective as of the time and date upon which the Monitor’s Discharge Certificate is filed with the Court.

#### **TREATMENT OF UNCASHED CURE COSTS**

12. **THIS COURT ORDERS** that notwithstanding paragraph 21 of the Escrow Agreement, Stay Extension and Revised SSP Order granted by the Court on November 14, 2018, if any payment of a Cure Cost by the Monitor to a counterparty to an Assigned Contract pursuant to paragraph 21 of the Approval and Vesting Order remains uncashed or remains returned as undeliverable on the date the CCAA proceedings are terminated, such Cure Cost shall be forever barred as against the Debtors without any compensation therefor, at which time any cash held by the Monitor in relation to such uncashed or unclaimed payment shall be delivered to the Lender. Nothing herein shall require the Monitor to attempt to locate any counterparty to an Assigned Contract whose payment is not cashed or is returned within the aforesaid period.

### **TREATMENT OF UNCASHED POST-FILING INVOICES**

13. **THIS COURT ORDERS** that if any payment of a post-filing invoice issued by the Debtors prior to Closing remains uncashed on the date the CCAA proceedings are terminated, such amounts shall be forever barred as against the Debtors without any compensation therefor, at which time any cash held by the Debtors or the Monitor in relation to such uncashed or unclaimed payment shall be delivered to the Lender. Nothing herein shall require the Monitor or the Debtors to attempt to locate any party whose payment is not cashed or is returned within the aforesaid period.

### **DIRECTION TO MUNICIPALITIES**

14. **THIS COURT ORDERS** that each of the Municipalities of Bayham, Central Elgin, Dutton Dunwich, Enniskillen, Haldimand, Kingsville, Leamington, Port Colborne, Southwold, Township of Malahide, West Elgin, Norfolk, Essex, Chatham Kent, Fort Erie, Lakeshore and Wainfleet are hereby authorized and directed to pay to the Lender any amounts on account of municipal tax refunds, rebates or re-assessments owing to and which would otherwise be payable to the Debtors for the period prior to and including March 31, 2018.

### **MINISTRY OF NATURAL RESOURCES AND FORESTRY SECURITY**

15. **THIS COURT ORDERS** that immediately upon receipt by the Debtors of the security (the “**Security**”) in the amount of \$270,000 established by the Debtors pursuant to the *Oil, Gas and Salt Resources Act*, R.S.O. 1990, c. P.12, O. Reg. 245/97 s. 16., the Debtors are hereby directed to transfer the Security to the Lender.

**DEEMED ASSIGNMENT IN BANKRUPTCY OF DELP**

16. **THIS COURT ORDERS** that upon the termination of the Stay Period, DELP shall no longer enjoy the rights and benefits ascribed to it in the Initial Order and shall be deemed to have made an assignment in bankruptcy pursuant to s. 50.4(8) of the *Bankruptcy and Insolvency Act (Canada)*, R.S.C. 1985, c. B-3, as amended.

**GENERAL**

17. **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 the Debtors and the Monitor 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 Debtors and the Monitor as may be necessary or desirable to give effect to this Order or to assist the Debtors and the Monitor in carrying out the terms of this Order.



ENTERED AT / INSCRIT À TORONTO  
ON / BOOK NO:  
LE / DANS LE REGISTRE NO:

JAN 31 2019

PER / PAR: RW

Schedule "A" – Form of Monitor's Discharge Certificate

Court File No. CV-18-591908-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)**

THE HONOURABLE )  
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MR. JUSTICE DUNPHY ) )  
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**MONITOR'S DISCHARGE CERTIFICATE**

**RECITALS**

1. On August 15, 2017, Dundee Oil and Gas Limited ("**DOGL**") filed a Notice of Intention to Make a Proposal (the "**NOI**") pursuant to s. 50.4(1) of the *Bankruptcy and Insolvency Act (Canada)*, R.S.C. 1985, c. B-3, as amended. FTI Consulting Canada Inc. ("**FTI**") was the proposal trustee under the NOI (in such capacity, the "**DOGL Proposal Trustee**").
2. Pursuant to an Order of Justice Dunphy of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated February 13, 2018, the Court continued the proposal proceedings for DOGL under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c.C.-36 (as amended) and appointed FTI as the monitor (the "**Monitor**") of DOGL.
3. Pursuant to an Order of the Court dated January 29, 2019 (the "**Discharge Order**"), FTI Consulting Canada Inc. shall be discharged as DOGL Proposal Trustee and as Monitor effective upon the filing by the Monitor with the Court of a certificate confirming that all



matters to be attended to in connection with the within proceedings have been completed to the satisfaction of the Monitor.

**THE MONITOR CERTIFIES** the following:

- A. All matters to be attended to in connection with the within proceedings have been completed to the satisfaction of the Monitor.
- B. This Certificate was filed by the Monitor with the Court on the \_\_\_ day of \_\_\_\_\_ 2019.

**FTI CONSULTING CANADA INC.,  
solely in its capacity as Monitor of  
Dundee Oil and Gas Limited and not in  
its personal or corporate capacity**

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

Name:

Title:

**IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED  
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Court File No.: CV-18-591908-00CL

*ONTARIO*  
**SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)**

Proceedings commenced at Toronto

**FEE APPROVAL, STAY EXTENSION AND  
DISCHARGE ORDER**

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