

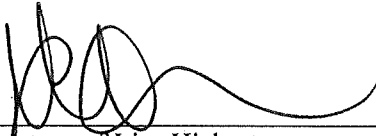
4. Wellsite be and is hereby granted a charge (the “**Critical Suppliers Charge**”) in the amount of \$75,000 over the receivables which currently are or become owing to Bertram Drilling Corp. (“**BDC**”) by Syncrude Canada Ltd. (the “**Charged Receivables**”), which charge shall be security for any amounts which the Petitioners are or become indebted to Wellsite for the supply of goods and services, including amounts for goods and services provided prior to the date of the Initial Order granted in these proceedings on September 13, 2019 (the “**Wellsite Indebtedness**”).
5. The Critical Supplier Charge shall be non-revolving and shall attach only to the Charged Receivables, but in respect of the Charged Receivables, the Critical Supplier Charge shall rank in priority to the Charges, except the Administration Charge and the Financial Advisor Charge.
6. Subject to the approval of the Monitor, BDC shall be at liberty to pay all or some of the Wellsite Indebtedness at any time, either from the proceeds of the Charged Receivables or from such other sources as BDC deems advisable.
7. Any security documentation evidencing, or the filing, registration or perfection of the Critical Suppliers Charge shall not be required and the Critical Suppliers Charge shall be effective as against the Charged Receivables and shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered or perfected subsequent to the Critical Suppliers Charge coming into existence, notwithstanding any failure to file, register or perfect the Critical Suppliers Charge.
8. The Critical Suppliers Charge shall constitute a mortgage, security interest, assignment by way of security and charge on the Charged Receivables and shall rank in priority to all Encumbrances in favour of any Person, save and except those claims contemplated by section 11.8(8) of the CCAA.
9. Except as otherwise expressly provided herein, or as may be approved by this Court, the Petitioners shall not grant or suffer to exist any Encumbrances over the Charged Receivables that rank in priority to, or *pari passu* with the Critical Suppliers Charge, unless the Petitioners obtain the prior written consent of the Monitor and Wellsite.
10. The Critical Suppliers Charge shall not be rendered invalid or unenforceable and the rights and remedies of Wellsite thereunder shall not otherwise be limited or impaired in any way by: (a) the pendency of these proceedings and the declarations of insolvency made in this Order; (b) any application(s) for bankruptcy order(s) issued pursuant to BIA, or any bankruptcy order made pursuant to such applications; (c) the filing of any assignments for the general benefit of creditors made pursuant to the BIA; (d) the provisions of any federal or provincial statutes; or (e) any

negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any Agreement that binds the Petitioners, and notwithstanding any provision to the contrary in any Agreement:

- (a) neither the creation of the Critical Suppliers Charge nor the execution, delivery, perfection, registration or performance of any documents in respect thereof shall create or be deemed to constitute a new breach by any Petitioner of any Agreement to which it is a party;
- (b) Wellsite shall not have any liability to any Person whatsoever as a result of any breach of any Agreement caused by or resulting from the creation of the Critical Suppliers Charge; and
- (c) the payments made by the Petitioners pursuant to this Order, and the granting of the Critical Suppliers Charge, does not and will not constitute a preference, fraudulent conveyance, transfer at undervalue, oppressive conduct or other challengeable or voidable transaction under any applicable law.

11. Endorsement of this Order by counsel appearing on this application, other than counsel for the Petitioners, is hereby dispensed with.

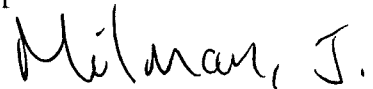
THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:



Signature of Lisa Hiebert

Party Lawyer for the Petitioners

BY THE COURT



REGISTRAR

Schedule "A"

List of Counsel

Name of Counsel	Party Represented
Lisa Hiebert	Energold Corp. and the other Petitioners
Lance Williams	The Monitor, FTI Consulting Canada Inc.
Katie Mak	Extract Advisors, LLC, as agent to the Noteholders Local agent to Stikeman Elliott LLP, counsel to the DIP Lender
Jonathan Ross Jeffrey Bradshaw	Export Development Canada
Trevor Batty (by phone)	Wellsite Masters Ltd.

No. S1910194
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,
R.S.C. 1985, c. C-36, AS AMENDED

AND

IN THE MATTER OF THE *BUSINESS CORPORATIONS ACT*, S.B.C. 2002, c.57

AND

IN THE MATTER OF ENERGOLD DRILLING CORP., CROS-MAN DIRECT
UNDERGROUND LTD., EGD SERVICES LTD., BERTRAM DRILLING
CORP., AND OMNITERRA INTERNATIONAL DRILLING INC.

PETITIONERS

ORDER MADE AFTER APPLICATION

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