

Clerk's stamp:

COURT FILE NUMBER	1501-02652
COURT OF QUEEN'S BENCH OF ALBERTA	
JUDICIAL CENTRE	CALGARY
PLAINTIFF	PACER CONSTRUCTION HOLDINGS CORPORATION
defendants	PACER PROMEC ENERGY CORPORATION AND PACER PROMEC ENERGY CONSTRUCTION CORPORATION
DOCUMENT	APPLICATION BY FTI CONSULTING CANADA INC.
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	DENTONS CANADA LLP Bankers Court 15 th Floor, 850 - 2 nd Street S.W. Calgary, Alberta T2P 0R8 Attention: David W. Mann / David LeGeyt Ph. (403) 268-7097/3075 Fx. (403) 268-3100 File No.: 548476-5

NOTICE TO RESPONDENTS

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

You may have the right to state your side of this matter before the Court.

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

Date:	May 7, 2015
Time:	2:00 p.m.
Where:	Calgary Courts Centre, 601 - 5 Street SW, Calgary, AB T2P 5P7
Before:	The Honourable Justice B. Nixon

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

Remedy sought:

1. FTI Consulting Canada Inc. in its capacity as the Court appointed receiver and manager (the "**Receiver**") of Pacer Promec Energy Corporation and Pacer Promec Energy Construction

Corporation (the "**Debtors**") respectfully seeks the Order attached as Schedule "**A**" containing the following relief:

- (a) validating service of this Application and the supporting materials;
- (b) approving the Agency Agreement and the Access Agreement between the Receiver and Pacer Construction Holdings Corporation;
- (c) increasing the Receiver's borrowing powers, establishing two new facilities under which the Receiver may borrow for the purposes set out in the Order attached as Schedule "A", establishing new charges against the Debtors' property as security for the advances under those facilities, and ranking the priority of those new charges and the charges previously created in these proceedings against the Debtors' property;
- (d) approving a lien management procedure which:
 - (i) directs the Registrar of Land Titles and Alberta Energy to discharge builders' liens registered pursuant to the *Builders' Lien Act* upon the Receiver posting adequate security in these proceedings with the Clerk of the Court,
 - (ii) declares that the security deposited with the Clerk of the Court shall stand in place and stead of the lands against which the builders' liens were filed and as security for the builders' liens,
 - (iii) declares that the deposit of the security by the Receiver shall not constitute, nor be deemed to constitute, an admission by the Receiver as to the validity of either the registration or amount of the builders' liens, and
 - (iv) orders that the validity and quantum of the liens be determined in accordance with the Claims Procedure contained in the Order attached as Schedule "**A**";
- (e) approving a Claims Procedure for the solicitation and processing of all claims by or against the Debtors or the Receiver; and
- (f) appointing the Claims Officer;

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

2. The Receiver also respectfully seeks the Order attached as Schedule "**B**" approving the sale of a residential condominium unit (the "**Unit**") owned by the Debtors, and vesting title to the same in the purchaser free and clear of all encumbrances (other than permitted encumbrances described in the Agreement) and any claims by, through or against the Debtors.

Grounds for making this application:

3. The Receiver was appointed by Order of this Honourable Court on March 10, 2015.
4. The Receiver has, subject to approval by this Honourable Court, entered into an agency agreement with Pacer Construction Holdings Corporation to assist the Receiver in these

proceedings generally, and particularly with the completion of the Debtors' contracts with Canadian Natural Resources Limited ("CNRL").

5. The Access Agreement is required to provide Pacer with information necessary to prepare a statement of adjustments under a purchase and sale agreement, and the Access Agreement strikes a fair balance between the parties.
6. The Receiver has taken possession of and familiarized itself with the books, records and operations of the Debtors, and has concluded that additional financing is required for the administration of the Debtor's estate, primarily for the following purposes:
 - (a) the Receiver anticipates requiring financing in the amount of \$63 million to complete the Debtors' contracts with CNRL; and
 - (b) the Receiver anticipates requiring financing of \$5 million to recover the amounts owing to the Debtors (the "**Krupp Receivables**") by Thyssenkrupp Industrial Solutions (Canada) Inc. ("**Krupp**").
7. The Receiver proposes to finance the completion of the CNRL Contracts and the recovery of the Krupp Receivables through separate borrowing facilities to be secured against the Debtors' property.
8. There are a significant number of claims by and against the Debtors which are more efficiently adjudicated through a Claims Process and the appointment of a Claims Officer, subject to final resolution by this Honourable Court.
9. The Unit was originally listed for sale on December 17, 2014.
10. The Receiver has entered into an asset purchase agreement for the purchase and sale of the Unit for consideration commensurate with the list price of the Unit, and consistent with the valuation information available to the Receiver.
11. Such further and other grounds as counsel may advise and this Honourable Court may permit.

Material or evidence to be relied on:

12. The First Report of the Receiver.
13. Such further and other materials previously filed in these proceedings, and as counsel may advise and this Honorable Court may permit.

Applicable Acts and regulations:

14. *Judicature Act* R.S.A. 2000 c. J-2, as amended.
15. *Builders' Lien Act*, R.S.A. 2000 c. B-7, as amended.
16. *Bankruptcy and Insolvency Act*, R.S.C. 1985 c. B-3, as amended.

17. And such further and other acts as regulations as counsel may advise and this Honorable Court may permit.

How the application is proposed to be heard or considered:

18. In person before the Honourable Mr. Justice B. Nixon Chambers.

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 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"

Clerk's stamp:

COURT FILE NUMBER	1501-02652
COURT OF QUEEN'S BENCH OF ALBERTA	
JUDICIAL CENTRE	CALGARY
PLAINTIFF	PACER CONSTRUCTION HOLDINGS CORPORATION
DEFENDANTS	PACER PROMEC ENERGY CORPORATION AND PACER PROMEC ENERGY CONSTRUCTION CORPORATION
DOCUMENT	ORDER
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	DENTONS CANADA LLP Bankers Court 15th Floor, 850 - 2nd Street S.W. Calgary, Alberta T2P 0R8 Attention: David W. Mann / David LeGeyt Ph. (403) 268-7097/3075 Fx. (403) 268-3100 File No.: 548476-5
DATE ON WHICH ORDER WAS PRONOUNCED	May 7, 2015
NAME OF JUSTICE WHO MADE THIS ORDER	The Honourable Mr. Justice B. Nixon

ORDER

UPON the application of FTI Consulting Canada Inc. in its capacity as the Court appointed Receiver and Manager of Pacer Promec Energy Corporation and Pacer Promec Energy Construction Corporation (the "**Receiver**"); **AND UPON** having read the First Report of the Receiver dated May 1, 2015, and the Affidavit of Ronica Cameron dated May __, 2015 (the "**Service Affidavit**"), filed, and such other material in the pleadings and proceedings as are deemed necessary; **AND UPON** hearing counsel for the Receiver, counsel to the Plaintiff, and counsel to other interested parties;

IT IS HEREBY ORDERED AND DECLARED THAT:

Service

1. The time for service of notice of this application is abridged to the time actually given and service of the Application and supporting material as described in the Service Affidavit is good and sufficient, and this hearing is properly returnable before this Honourable Court today and further service thereof is hereby dispensed with.

Interpretation

2. All capitalized terms not otherwise defined in this Order shall have the meaning ascribed to them in the Receivership Order granted in these proceedings on March 10, 2015 (the "**Initial Order**").

Approval of Agency Agreement and Access Agreement

3. The Agency Agreement and the Access Agreement each made between the Receiver and Pacer Construction Holdings Corporation, and described in or attached to the First Report of the Receiver are hereby approved and the Receiver is authorized to take all necessary steps to fulfill its obligations under those agreement.

Increasing Receiver's Borrowing Powers and Charges

4. The amount which the Receiver may borrow to fund the Receivership is hereby increased by an additional \$68 million pursuant to the Krupp Facility and the General Facility, both as described and defined below.

Krupp Facility

5. The Receiver be at liberty and 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 principle amount does not exceed \$5 million (or such greater amount as this court may by further order authorize) (the "**Krupp Facility**") at any time, at such rates or rate of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of collecting from Thyssenkrupp Industrial Solutions (Canada) Inc. ("**Krupp**") the amounts owing to the Debtors by Krupp (the "**Krupp Claim**").
6. The Receiver is at liberty and is authorized to issue certificates substantially in the form annexed as Schedule "**A**" hereto (the "**Receiver's Certificates (Krupp Facility)**") for any amounts borrowed by it pursuant to the Krupp Facility.
7. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "**Krupp Facility Charge**") as security for the payment of monies borrowed pursuant to the Krupp Facility, 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 to the Receiver's Charge, the Receiver's Borrowing Charge, the charges set out in sections 14.06(7) and 81.4(4) of the BIA, the specific assets that that are subject to purchase money security interests granted to and perfected by GE Finance Canada Ltd. and Canadian Western Bank, and the security interests held by any Person that has not been served with notice of the Application for this Order.

General Facility

8. The Receiver be at liberty and 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 principle amount does not exceed \$63 million (or such greater amount as this Court may authorize) (the "**General Facility**") at any time, at any rates or rate of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of

completing the Debtors' contracts with Canadian Natural Resources Limited ("**CNRL**") and administration of the receivership estate.

9. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "**General Facility Charge**") as security for the payment of the monies borrowed pursuant to the CNRL Facility 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 Receivers Charge, the Receiver's Borrowing Charge, the charges set out in section 14.06(7) and 81.4(4) of the BIA, the specific assets that that are subject to purchase money security interests granted to and perfected by GE Finance Canada Ltd. and Canadian Western Bank, and the security interests held by any Person that has not been served with notice of the Application for the Order.
10. The Receiver is at liberty and is authorized to issue certificates substantially in the form annexed as Schedule "**B**" hereto (the "**Receiver's Certificates (General Facility)**") for any amounts borrowed by it pursuant to the General Facility.

Enforcement and Ranking of the Charges

11. The Receiver's Charge (Krupp Facility) and the Receiver's Charge (General Facility) shall not be enforced without leave of this Honourable Court.
12. As among them, the Receiver's Charge, the Receiver's Borrowing Charge, the Krupp Facility Charge, the General Facility Charge, and the security interests granted by the Debtors to the National Bank (the "**National Bank Charge**") rank as follows:
 - (a) With respect to any amounts recovered from Krupp relating to the Krupp Claim:
 - (i) first – the Receiver's Charge;
 - (ii) second – the Receiver's Borrowing Charge;
 - (iii) third – the Krupp Facility Charge;
 - (iv) fourth – the National Bank Charge; and
 - (v) fifth – the General Facility Charge.
 - (b) With respect to all Property and recoveries other than the Krupp Claim:
 - (i) first – the Receiver's Charge;
 - (ii) second – the Receiver's Borrowing Charge;
 - (iii) third – the General Facility Charge;
 - (iv) fourth – the Krupp Facility Charge; and
 - (v) fifth – the National Bank Charge.

Lien Management

13. In this Order the following capitalized terms have the following meanings:

"**Aggregate Security**" means the sum of the Principal Security plus the Costs Security;

"**BLA**" means the *Builders' Lien Act* R.S.A. 2000 c.B-7;

"**Costs Security**" means cash or a lien bond in the amount of 15% of the amount of the Principal Security, or such lesser amount as maybe agreed by the Receiver and the Lienholder;

"**Lien Fund**" is given the meaning ascribed to it in the BLA;

"**Lien**" means a lien pursuant to the BLA;

"**Lienholder**" is given the meaning ascribed to it in the BLA;

"**Owner**" is the given the meaning ascribed to it in the BLA;

"**Principal Security**" means cash or a lien bond in the total amount of the Lien of Lienholder;

"**Real Property Interests**" means the interests of an Owner against which a Lien is registered; and

"**Receiver's Letter**" means a letter issued by the Receiver pursuant to this Order listing the Liens to be discharged and the Real Property Interests from which the Liens are to be discharged.

14. The Receiver shall be entitled to, without further Application to or further Order of this Honourable Court, deposit with the Clerk of the Court the Aggregate Security as security for Liens.

15. Immediately upon deposit of the Aggregate Security with the Clerk of the Court, the Clerk of the Court shall issue a certificate evidencing the deposit and receipt of the Aggregate Security.

16. The Aggregate Security shall be held in Court until further Order of this Honourable Court.

17. Upon being presented with evidence of deposit of the Aggregate Security with the Clerk of the Court and the Receiver's Letter, the Registrar of the Land Titles Office is hereby directed to forthwith discharge the Liens registered by the Lienholders as listed in the Receiver's Letter, together with any related Certificates of Lis Pendens, from the Real Property Interests listed in the Receiver's Letter.

18. Upon being presented with evidence of deposit of the Aggregate Security with the Clerk of the Court, Alberta Energy is hereby directed to forthwith discharge the Liens registered by the Lienholders as listed in the Receiver's Letter, together with any related Certificates of Lis Pendens, from the Real Property Interests listed in the Receiver's Letter.

19. The Aggregate Security shall stand in the place and stead of the Real Property Interests from which the Liens were discharged.

20. The deposit of the Aggregate Security by the Receiver shall not constitute, nor be deemed to constitute, an admission by the Receiver or the Defendants as to the validity of either the registration or amount of the associated Liens.
21. The following issues shall be determined in accordance with the Claims Procedure contained in this Order:
 - (a) the validity and quantum of Liens;
 - (b) the amount of money, if any, which Lienholders are entitled to receive;
 - (c) the amount of the Lien Fund, and the priority of the Lienholders to the Lien Fund; and
 - (d) such other issues as are necessary.
22. The provisions of this Order shall be subject to and interpreted in accordance with the BLA.

Claims Procedure

23. The claims procedure established hereunder is applicable to all creditors' claims (as such term is defined in the BIA) ("**Claims**") as against Debtors or the Receiver, with the exception that the claims procedure established hereunder shall not apply in respect of Claims against the Receiver for loans made to the Receiver pursuant to the Receivership Order or this Order and evidenced by Receiver's Certificates, Receiver's Certificates (Krupp Facility) or Receiver's Certificates (General Facility) (collectively, the "**Excepted Claims**").
24. The Receiver will conduct a proof of claims procedure to identify all creditors who have a Claim against the Debtors or the Receiver (the "**Claimants**").
25. All claims of the Claimants shall be proven in accordance with the procedures outlined herein and in the Notice to Creditors in a form substantially the same as that attached hereto as Schedule "**C**" (the "**Notice to Creditors**").
26. The Receiver is authorized and directed to implement the procedures outlined herein, and in the Notice to Creditors (collectively, the "**Claims Procedure**"), as follows:
 - (a) The Receiver, shall send to the Claimants and other potential affected creditors (collectively referred to as "**Affected Creditors**") of which the Receiver is aware, a copy of:
 - (i) the Notice to Creditors; and
 - (ii) and a Proof of Claim form and related instruction letter substantially in the form attached hereto as Schedule "**D**" (the "**Proof of Claim**"),(collectively the "**Proof of Claim Document Package**");by no later than May 15, 2015 by ordinary mail, courier, or electronic transmission.

- (b) The Receiver shall publish a notice to Affected Creditors (the "**Notice to Affected Creditors**") of the Claims Procedure on two separate dates prior to May 22, 2015 in each of the Calgary Herald, and Fort McMurray Today. The Notice to Affected Creditors will be in a form substantially the same as that attached hereto as Schedule "E".
- (c) The Receiver shall also post electronic copies of the Notice to Affected Creditors, the Proof of Claim Document Package and the Claims Procedure Order on the Receiver's website at <http://cfcanada.fticonsulting.com/ppec> as soon as practically possible after May 15, 2015.
- (d) Affected Creditors must submit their Proofs of Claim to the Receiver to be received prior to 5:00 p.m. (Mountain Daylight Time) on June 19, 2015 (the "**Claims Bar Date**"). The Receiver will supervise the receipt and collection of the Proofs of Claim and will review each Proof of Claim submitted by the Claims Bar Date.
- (e) All Affected Creditors that do not submit a Proof of Claim with the Receiver on or before the Claims Bar Date or such later date as this Honourable Court may otherwise order, will:
 - (i) not be entitled to receive any distribution in these proceedings;
 - (ii) not be entitled to any Lien or security, including the Aggregate Security, associated with that Claimant's Claim; and
 - (iii) be forever barred from making or enforcing any Claim against the Debtors or the Receiver and that Claim will be forever extinguished.

Secured Creditors

- 27. With respect to any Proof of Claim filed by a Claimant alleging a secured, proprietary or priority interest in any of the undertaking, property, and assets of the Debtors, including without limitation Claimants claiming a Lien in accordance with the provisions of the BLA (a "**Secured Claim**"), the Receiver, will, within 30 days of the Affected Creditor filing its Proof of Claim:
 - (a) accept the Claim as set out in the Proof of Claim in its entirety;
 - (b) revise the amount, secured status, or any priority of the Proof of Claim; or
 - (c) disallow the Claim as set out in the Proof of Claim.
- 28. If the Receiver disputes the amount, secured status, or priority of a Secured Claim set out in a Proof of Claim, the Receiver will, within 30 days of receiving the Proof of Claim, send a notice of revision or disallowance (the "**Notice of Revision or Disallowance**") to the Affected Creditor by courier, facsimile or electronic mail (whereupon the Notice of Revision or Disallowance will be deemed to have been received on the following business day) in a form substantially the same as that attached hereto as Schedule "F".
- 29. Any Secured Creditor that intends to dispute its Claim as set out in the Notice of Revision or Disallowance must deliver a dispute notice, substantially in the form attached hereto as Schedule "**G**" (the "**Dispute Notice**"), by prepaid registered mail, personal delivery, courier or facsimile to

the Receiver no later than 14 days from the date the Notice of Revision or Disallowance was received or such later date as the Receiver may agree to in writing or as ordered by this Honourable Court.

30. If a Secured Creditor does not deliver a Dispute Notice in accordance with the preceding paragraph, the Claim shall be deemed accepted at the amount set forth in the Notice of Revision or Disallowance and, unless otherwise ordered by this Honourable Court, the Affected Creditor will:

(a) where the entire Claim is disallowed:

- (i) not be entitled to receive any distribution in these proceedings;
- (ii) not be entitled to any Lien or security, including the Aggregate Security, associated with the Claimant's Claim;
- (iii) be forever barred from making or enforcing any Claim against the Debtors or the Receiver and that Claim will be forever extinguished; or

(b) where the Claim has been revised:

- (i) only be entitled to receive any distribution in these proceedings proportional to the revised amount, revised status, or revised priority;
- (ii) only be entitled to any Lien or other security, including the Aggregate Security, in an amount proportional to the revised amount, revised security, or revised priority; and
- (iii) be forever barred from making or enforcing any Claim greater than the revised amount, revised status, revised security, or revised priority, against the Debtors or the Receiver and the amount of the Claim reduced by the revision will be forever extinguished.

31. The Receiver may attempt to consensually resolve any Dispute Notice with the Secured Creditor. If same cannot be resolved, the Receiver shall within 20 days of their receipt of the Dispute Notice refer the Claim to the Claims Officer (defined below) for processing in accordance with this Order.

32. Upon the determination, resolution or barring of a Claim, the balance of any surplus funds relating to such Claim that may have been deposited in trust with the Receiver shall be released and returned to the Receiver.

Other Affected Creditors

33. With respect to Claims of all Affected Creditors, other than Secured Claims, the Receiver will either:

- (a) accept the Claim as set out in the Proof of Claim in its entirety;
- (b) revise the amount or any priority claimed in the Proof of Claim; or

- (c) disallow the Claim as set out in the Proof of Claim.
34. The Receiver will, when and if deemed necessary by the Receiver, provide to each Affected Creditor filing a Proof of Claim a notice in writing indicating whether the Affected Creditor's Claim is accepted, disputed in whole, or disputed in part. If the Receiver disputes the amount or priority of a Claim set out in a Proof of Claim, the Receiver will send a Notice of Revision or Disallowance to the Affected Creditor in a form substantially the same as that attached hereto as Schedule "F".
35. Any Affected Creditor that intends to dispute its Claim as set out in the Notice of Revision or Disallowance must deliver a Dispute Notice, in a form substantially the same as that attached hereto as Schedule "G", to the Receiver no later than 14 days after their receipt of the Dispute of Revision or Disallowance.
36. If an Affected Creditor does not deliver a Dispute Notice in accordance with the preceding paragraph, it shall be deemed to have accepted the Notice of Revision or Disallowance and, unless otherwise ordered by this Honourable Court, will:
- (a) where the entire Claim is disallowed:
- (i) not be entitled to receive any distribution in these proceedings; and
 - (ii) be forever barred from making or enforcing any Claim against the Debtors or the Receiver and that Claim will be forever extinguished; or
- (b) where the Claim has been revised:
- (i) only be entitled to receive any distribution in these proceedings proportional to the revised amount or in accordance with the revised priority; and
 - (ii) be forever barred from making or enforcing any Claim greater than the revised amount against the Debtors or the Receiver and the amount of the Claim reduced by the revision will be forever extinguished.
37. The Receiver may attempt to consensually resolve any Dispute Notice with the Affected Creditor. If same cannot be resolved, the Receiver shall refer the Claim to the Claims Officer (defined below) for further processing.

Claims Officer

38. Roland K. Laing is hereby appointed as the claims officer in these proceedings with the powers and duties described herein ("**Claims Officer**").
39. If the Claim of an Affected Creditor, or a Claim of the Debtors or the Receiver, is not resolved consensually or by operation of this Order the Claim shall be referred to the Claims Officer for further processing.
40. The Receiver shall provide to the Claims Officer a copy of all documents associated with the Claim, including to the Proof of Claim, the Notice of Revision or Disallowance, the Dispute Notice, and any other documentation or information relevant to the Claim (the "**Claims Officer**").

Package”), and the Receiver shall concurrently provide a copy of the Claims Officer Package to the Affected Creditor whose Claim is referred to the Claims Officer.

41. Within 15 days of receipt of the Claims Officer Package, the Affected Creditor may deliver to the Claims Officer any other materials which it relies on in support of its Claim, with a copy to the Receiver.
42. In fulfilling its duties under the Order, the Claims Officer is empowered, but not required, to:
 - (a) communicate with and convene meetings with the Receiver and Affected Creditor as is necessary in the circumstances;
 - (b) request additional documentation or information from the Receiver, the Affected Creditor, or any one Person;
 - (c) request written submissions, including legal submissions, from the Receiver and the Affected Creditor;
 - (d) establish such rules and procedures as are necessary for:
 - (i) the discovery of information relating to the Claim, and
 - (ii) the taking of evidence from the parties at the hearing of the Claim, whether by way of Affidavit or *viva voce* evidence;
 - (e) conduct a hearing of the Claim in person, by written materials only, or in any other manner determined by the Claims Officer;
 - (f) engage legal counsel or other experts or advisors;
 - (g) issue written reasons in support of the Claims Officer's disposition of the Claim;
 - (h) make written recommendations to the Court with respect to the disposition of the claim; and
 - (i) seek advice and direction from the Court in connection with this Order or the processing of a Claim.
43. The Claims Officer will review all materials and evidence in respect of the Claim referred to the Claims Officer and, unless the Claim can be consensually resolved, shall render a disposition of the Claim, and any recommendations the Claims Officer has in respect of the Claim.
44. The disposition and recommendations of the Claims Officer in respect of any Claim are subject to confirmation by this Honourable Court, unless agreed to by the Receiver and the Claimant, in which case the disposition and recommendations of the Claims Officer will be binding upon the Receiver and the Claimant.
45. The Claims Officer shall incur no liability or obligation as a result of its engagement or the fulfillment of its duties in the carrying out of the provisions of this Order, save and except for gross negligence or wilful misconduct on its part, and no action or other proceeding shall be

commenced against the Claims Officer as a result of or relating in any way to its appointment as Claims officer, the fulfillment of its duties as Claims Officer, or the carrying out of any of the Orders of this Court, except with prior leave of this Court and provided further that the liability of the Claims Officer hereunder shall not in any event exceed the quantum of the fees and disbursements paid to or incurred by it in connection with this matter.

46. The Claims Officer's fees and disbursements shall be paid in accordance with the agreement entered into between the Claims Officer and the Receiver, shall form part of the administration of these proceedings, and are secured by and form part of the Receiver's Charge.

PPEC Receivables

47. The Receiver may attempt to consensually resolve with any person or counterparty the amounts owing to the Debtors or the Receiver, and arrange for payment of same. If the same cannot be consensually resolved, the Receiver shall refer those disputes to the Claims Officer for further processing, in which case the provisions of this Order shall apply to the Receiver, and the person or counterparty, as the case may be.

Miscellaneous

48. Any time limitation set forth in this Order may be extended by written agreement of the Receiver and the Affected Creditor or by Order of this Honourable Court.
49. The Receiver and Claims Officer are hereby authorized to use reasonable discretion as to the adequacy of compliance with respect to the manner in which Proofs of Claims and Dispute Notices are completed and executed and may, if they are satisfied that a Claim has been adequately proven, waive strict compliance with the requirements of the Claims Procedure.
50. The Receiver and Claims Officer are at liberty to apply for such further advice, assistance and direction as may be necessary to give full force and effect to the terms of this Order.
51. The Receiver and Claims Officer are hereby authorized and directed to do all such acts and things, and execute such deeds and documents, as are necessary or appropriate to give full effect to the provisions of this Order.
52. The Receiver shall serve, by courier, facsimile transmission, e-mail transmission, or ordinary post, a copy of this Order on all parties present at this application and on all parties who received notice of this application or who are presently on the service list established in these proceedings, and service on any or all other parties is hereby dispensed with. Service effected as aforesaid shall be good and sufficient service.

Justice of the Court of Queen's Bench of Alberta

SCHEDULE "C"

COURT FILE NUMBER	1501-02652
COURT OF QUEEN'S BENCH OF ALBERTA	
JUDICIAL CENTRE	CALGARY
PLAINTIFF	PACER CONSTRUCTION HOLDINGS CORPORATION
defendants	PACER PROMEC ENERGY CORPORATION AND PACER PROMEC ENERGY CONSTRUCTION CORPORATION
DOCUMENT	NOTICE TO CREDITORS (Claims Procedure)
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	DENTONS CANADA LLP Bankers Court 15 th Floor, 850 - 2 nd Street S.W. Calgary, Alberta T2P 0R8 Attention: David W. Mann / David LeGeyt Ph. (403) 268-7097/3075 Fx. (403) 268-3100 File No.: 548476-5

NOTICE TO CREDITORS

(Claims Procedure)

On March 10, 2015 FTI Consulting Canada Inc. (the "**Receiver**") was appointed by the Court of Queen's Bench of Alberta as Receiver and Manager of Pacer Promec Energy Corporation and Pacer Promec Energy Construction Corporation (the "**Debtors**").

On May 7, 2015, the Court directed the Receiver to solicit claims (as defined in the *Bankruptcy and Insolvency Act*) from all creditors of the Debtors for the purpose of determining the claims which exist in the Receivership proceedings (the "**Claims**"), with the exception of Claims against the Receiver which arise pursuant to loans made to the Receiver pursuant to Court Order (collectively, the "**Excepted Claims**")

Hereafter, the terms "**Claim**" and "**Claims**" used in this Notice to Creditors shall not include the Excepted Claims.

Any creditor having a Claim against the Debtors or the Receiver, of any nature whatsoever, including an unsecured, secured, contingent or unliquidated Claim is required to file, in the manner set out in this Notice to Creditors, a Proof of Claim in the prescribed form (which has been provided to you with this Notice to Creditors) with the Receiver in order to participate in any distribution in the Receivership proceedings.

Additional copies of the prescribed Proof of Claim form can be obtained by contacting the Receiver via telephone at 1-855-344-1825 or via e-mail at julie.haghiri@fticonsulting.com or it can be downloaded from the Receiver's website at:

<http://cfcanada.fticonsulting.com/ppec>.

Any creditor who chooses to file a Proof of Claim is required to provide whatever documentation they may have to support their Claim against the Debtors or the Receiver, such as contracts, statements of lien, invoices, bills of lading, and shipping receipts, in relation to the goods and/or services provided to the Debtors or the Receiver in the appropriate currency under which their Claim arose.

All Proof of Claim forms, together with the required supporting documentation, must be sent by prepaid registered mail, personally delivered, or sent by courier or facsimile to FTI Consulting Canada Inc., Suite 200, 1040 – 7th Avenue S.W., Calgary, Alberta, T2P 3G9, or fax: 403-232-6116 to the attention of Julie Haghiri on or before 5:00 pm Mountain Daylight Time on June 19, 2015.

All Claims must account for the following:

1. All Claims must be adjusted for any equipment and/or other assets released by the Debtors or the Receiver to the creditor whether by court order or otherwise; and
2. Where a creditor is claiming an offset against all or a portion of amounts owing by the Debtors or the Receiver, full particulars of the offset must be included.

All Claims received by the Receiver or, in the case of mailing, postmarked, after the Claims Bar Date will, unless otherwise ordered by the Court, be forever extinguished, barred, and will not participate in any distributions in the Receivership proceedings.

With respect to secured creditors, the Receiver will within 30 days of receiving the Proof of Claim, in turn provide to the creditor a notice in writing by regular mail, courier service or facsimile as to whether their Claim is accepted or disputed in whole or in part, and the reason for the dispute pursuant to a Notice of Revision or Disallowance.

Where a secured creditor objects to a Notice of Revision or Disallowance, the creditor shall notify the Receiver of its objection in writing (the "**Dispute Notice**") by prepaid registered mail, personal delivery, courier or facsimile within 14 days from the date on the Notice of Revision or Disallowance.

With respect to all other claims, the Receiver will accumulate the Proof of Claim forms and, in due course, and if necessary provide to the creditor a notice in writing by registered mail, by courier service, or by facsimile as to whether their Claim is accepted, or disputed in whole or in part, and indicating the reason for the dispute pursuant to a Notice of Revision or Disallowance.

Where a creditor objects to a Notice of Revision or Disallowance, the creditor shall notify the Receiver of its objection in writing (the "**Dispute Notice**") within 14 days from the date on the Notice of Revision or Disallowance.

The Receiver will attempt to consensually resolve disputes with respect to any claim. If the dispute cannot be resolved the Receiver will refer the Claim to the Claims Officer appointed in the Receivership proceedings for further processing.

A creditor that does not provide to the Receiver a Dispute Notice to a Notice of Revision or Disallowance issued by the Receiver shall, unless otherwise ordered by the Court, be conclusively deemed to have accepted the assessment of its Claim as set out in such Notice of Revision or Disallowance.

Dated _____, 2015 in Calgary, Alberta.

FTI Consulting Canada Inc. in its capacity as
the Court appointed Receiver and Manager of
Pacer Promec Energy Corporation and Pacer
Promec Energy Construction Corporation

Per: Deryck Helkaa

SCHEDULE "D"

FORM 31

Proof of Claim

(Sections 50.1, 81.5, 81.6, Subsections 65.2(4), 81.2(1), 81.3(8), 81.4(8),
102(2), 124(2), 128(1), and Paragraphs 51(1)(e) and 66.14(b) of the Act)

All notices or correspondence regarding this claim must be forwarded to the following address:

This claim is against (check one):

- Pacer Promec Energy Corporation

- Pacer Promec Energy Construction Corporation

- FTI Consulting Canada Inc. in its capacity as Receiver and Manager of Pacer Promec Energy Corporation and pacer Promec Energy Construction Corporation

In the matter of the receivership of Pacer Promec Energy Corporation and Pacer Promec Energy Construction Corporation and the claim of _____, creditor.

I, _____ (*name of creditor or representative of the creditor*), of city and province), do hereby certify:

1. That I am a creditor of the above-named debtor (*or that I am _____ (state position or title) of _____ (name of creditor or representative of the creditor).*)

2. That I have knowledge of all of the circumstances connected with the claim referred to below.

3. That the debtor was, at the date of bankruptcy (*or the date of the receivership or, in the case of a proposal, the date of the notice of intention or of the proposal, if no notice of intention was filed*), namely the _____ day of _____, and still is, indebted to the creditor in the sum of \$ _____ as specified in the statement of account (*or affidavit*) attached and marked Schedule "A," after deducting any counterclaims to which the debtor is entitled. (*The attached statement of account or affidavit must specify the vouchers or other evidence in support of the claim.*)

4. *Check and complete appropriate category*
 - A. UNSECURED CLAIM OF \$ _____

(Other than as a customer contemplated by Section 262 of the Act)

That in respect of this debt, I do not hold any assets of the debtor as security and
(Check appropriate description)

- Regarding the amount of \$ _____, I claim a right to priority under section 136 of the Act.
- Regarding the amount of \$ _____, I do not claim a right to a priority.

(Set out on an attached sheet details to support priority claim)

- CLAIM OF LESSOR FOR DISCLAIMER OF A LEASE \$ _____

That I hereby make a claim under subsection 65.2(4) of the Act, particulars of which are as follows:

FORM 31 – Continued

(Give full particulars of the claim, including the calculations upon which the claim is based)

- C. SECURED CLAIM OF \$ _____

That in respect of this debt, I hold assets of the debtor valued at \$ _____ as security, particulars of which are as follows:

(Give full particulars of the security, including the date on which the security was given and the value at which you assess the security, and attach a copy of the security documents)

- D. CLAIM BY FARMER, FISHERMAN OR AQUACULTURIST OF \$ _____

That I hereby make a claim under subsection 81.2(1) of the Act for the unpaid amount of \$

(Attach a copy of sales agreement and delivery receipts)

- E. CLAIM BY WAGE EARNER OF \$ _____
- That I hereby make a claim under subsection 81.3(8) of the Act in the amount of \$ _____
- That I hereby make a claim under subsection 81.4(8) of the Act in the amount of \$ _____
- F. CLAIM BY EMPLOYEE FOR UNPAID AMOUNT REGARDING PENSION PLAN OF \$ _____
- That I hereby make a claim under subsection 81.5 of the Act in the amount of \$ _____
- That I hereby make a claim under subsection 81.6 of the Act in the amount of \$ _____
- G. CLAIM AGAINST DIRECTOR \$ _____

(To be completed when a proposal provides for the compromise of claims against directors)

That I hereby make a claim under subsection 50(13) of the Act, particulars of which are as follows:

(Give full particulars of the claim, including the calculations upon which the claim is based)

H. CLAIM OF A CUSTOMER OF A BANKRUPT SECURITIES FIRM \$ _____

That I hereby make a claim as a customer for net equity as contemplated by section 262 of the Act, particulars of which are as follows:

(Give full particulars of the claim, including the calculations upon which the claim is based)

FORM 31 -- Concluded

- 5. That, to the best of my knowledge, I am (or the above-named creditor is) (or am not or is not) related to the debtor within the meaning of section 4 of the Act, and have (or has) (or have not or has not) dealt with the debtor in a non-arm's-length manner.
- 6. That the following are the payments that I have received from, the credits that I have allowed to, and the transfers at undervalue within the meaning of subsection 2(1) of the Act that I have been privy to or a party to with the debtor within the three months (or, if the creditor and the debtor are related within the meaning of section 4 of the Act or were not dealing with each other at arm's length, within the 12 months) immediately before the date of the initial bankruptcy event within the meaning of subsection 2(1) of the Act: (provide details of payments, credits and transfers at undervalue)
- 7. *(Applicable only in the case of the bankruptcy of an individual)*
 - Whenever the trustee reviews the financial situation of a bankrupt to redetermine whether or not the bankrupt is required to make payments under section 68 of the Act, I request to be informed, pursuant to paragraph 68(4) of the Act, of the new fixed amount or of the fact that there is no longer surplus income.
 - I request that a copy of the report filed by the trustee regarding the bankrupt's application for discharge pursuant to subsection 170(1) of the Act be sent to the above address.

Dated at _____, this _____ day of _____.

Witness:

Creditor

Telephone No.: _____

Fax No.: _____

Email address: _____

NOTE: If an affidavit is attached, it must have been made before a person qualified to take affidavits.

WARNINGS: A trustee may, pursuant to subsection 128(3) of the Act, redeem a security on payment to the secured creditor of the debt or the value of the security as assessed, in a proof of security, by the secured creditor.

Subsection 201(1) of the Act provides severe penalties for making any false claim, proof, declaration or statement of account.

Instructions for Completing Proof of Claim Forms

In completing the attached form, your attention is directed to the notes on the form and to the following requirements:

Proof of Claim:

1. The form must be completed by an individual and not by a corporation. If you are acting for a corporation or other person, you must state the capacity in which you are acting, such as, "Credit Manager", "Treasurer", "Authorized Agent", etc., and the full legal name of the party you represent.
2. The person signing the form must have knowledge of the circumstances connected with the claim.
3. Tick the box of the appropriate Debtor your claim is against, or the Receiver if your claim is against the Receiver. A Statement of Account containing details of secured and unsecured claims, and if applicable, of the amount due in respect of property claims, must be attached and marked Schedule "A". It is necessary that all creditors indicate the date and location of the delivery of all goods and/or services. Any amounts claimed as interest should be clearly noted as being for interest.
4. The nature of the claim must be indicated by ticking the type of claim which applies. e.g. -

Ticking (A) indicates the claim is unsecured;

Ticking (B) indicates the claim is secured, such as a builders' lien, mortgage, lease, or other security interest, and the value at which the creditor assesses the security must be inserted, together with the basis of valuation. Details of each item of security held should be attached as Schedule "B" and submitted with a copy of the statement of lien, chattel mortgage, conditional sales contract, security agreement, etc.
5. The person signing the form must insert the place and date in the space provided, and the signature must be witnessed.

Additional information regarding the Debtors and receivership process, as well as copies of claims documents may be obtained at <http://cfcanada.fticonsulting.com/ppec>. If there are any questions in completing the notice of claim, please write or telephone the office of the Receiver at:

FTI Consulting Canada Inc. in its capacity as the Court appointed Receiver and Manager of
Pacer Promec Energy Corporation and Pacer Promec Energy Construction Corporation

By Mail/Courier:

FTI Consulting Canada Inc.
Suite 200, 1040 – 7th Avenue S.W.
Calgary, AB T2P 3G9
Attention: Ms. Julie Haghiri
Phone: 1-855-344-1825
Fax: 403-232-6116

Note: Any claim not delivered to the Receiver at the above noted address by June 19, 2015, will, unless otherwise ordered by the Alberta Court of Queen's Bench, be barred and may not thereafter be advanced against the Debtors or the Receiver.

SCHEDULE "E"

NOTICE TO AFFECTED CREDITORS

RE: NOTICE OF CALL FOR CLAIMS AND CLAIMS BAR DATE FOR PACER PROMEC ENERGY CORPORATION AND PACER PROMEC ENERGY CONSTRUCTION CORPORATION (the "DEBTORS") PURSUANT TO COURT ORDER

NOTICE IS HEREBY GIVEN THAT, pursuant to an Order of the Court of Queen's Bench of Alberta (the "**Court**") granted May 7, 2015 (the "**Claims Procedure Order**") the Court ordered that Proof of Claim Document Packages (as defined the Claims Procedure Order) be sent to known creditors of the Debtors listed above. Copies of the Claims Procedure Order and the Proof of Claim Document Package can be obtained from the Receiver's website at <http://cfcanada.fticonsulting.com/ppec>.

Any person who believes that they have a claim against any of the Debtors or the Receiver (as defined in the Initial Order of the Court, dated March 10, 2015, a copy of which is available on the Receiver's website), whenever arising, whether liquidated, contingent or otherwise, should send a Proof of Claim which asserts a Claim to the Receiver to be received by **5:00 p.m. (Mountain Daylight Time) on June 19, 2015** (the "**Claims Bar Date**").

CLAIMS WHICH ARE NOT RECEIVED BY THE CLAIMS BAR DATE WILL BE FOREVER EXTINGUISHED AND SUCH CREDITORS WILL BE FOREVER BARRED FROM MAKING OR ENFORCING CLAIMS AGAINST THE DEBTORS AND THE RECEIVER AND WILL NOT BE ENTITLED TO PARTICIPATE AS A CREDITOR IN THESE PROCEEDINGS OR RECEIVE FURTHER NOTICE OF THESE PROCEEDINGS.

Creditors of the Debtors and the Receiver who have not received a Proof of Claim Document Package from the Receiver can obtain a copy from the website of the Receiver at <http://cfcanada.fticonsulting.com/ppec> or by contacting the Receiver (telephone: 1-855-344-1825 or fax: 403-232-6116).

DATED this ____ day of May 2015.

SCHEDULE "F"

COURT FILE NUMBER 1501-02652
COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE CALGARY
PLAINTIFF **PACER CONSTRUCTION HOLDINGS CORPORATION**
DEFENDANTS **PACER PROMEC ENERGY CORPORATION AND PACER PROMEC ENERGY CONSTRUCTION CORPORATION**
DOCUMENT **NOTICE OF REVISION OR DISALLOWANCE**
(Claims Procedure)
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT **DENTONS CANADA LLP**
Bankers Court
15th Floor, 850 - 2nd Street S.W.
Calgary, Alberta T2P 0R8
Attention: David W. Mann / David LeGeyt
Ph. (403) 268-7097/3075 Fx. (403) 268-3100
File No.: 548476-5

Claim Reference Number: _____
Name of Debtor or Receiver: _____
TO: _____
(Name of Creditor)

Defined terms not defined in this Notice of Revision or Disallowance have the meaning ascribed in the Order of the Court of Queen's Bench of Alberta, dated May 7, 2015 (the "**Claims Procedure Order**"). **All dollar values contained herein are in Canadian dollars unless otherwise noted.**

Pursuant to the Claims Procedure Order, FTI Consulting Canada Inc. in its capacity as the Court appointed Receiver and Manager of Pacer Promec Energy Corporation and Pacer Promec Energy Construction Corporation, hereby gives you notice that it has reviewed your Proof of Claim and has revised or disallowed your Claim. Subject to further dispute by you in accordance with the Claims Procedure Order, your Claim will be allowed as follows:

Amount Allowed by Receiver:
Unsecured Claim \$ _____
Secured Claim \$ _____

REASON(S) FOR THE REVISION OR DISALLOWANCE:

SERVICE OF DISPUTE NOTICES

If you intend to dispute this Notice of Revision or Disallowance, you must **within fourteen (14) days from the date on this Notice of Revision or Disallowance** deliver to the Receiver a Dispute Notice (in the form enclosed) either by prepaid registered mail, personal delivery, courier or facsimile to the address below.

FTI Consulting Canada Inc. in its capacity as the Court appointed Receiver and Manager of
Pacer Promec Energy Corporation and Pacer Promec Energy Construction Corporation

By Mail/Courier:

FTI Consulting Canada Inc.
Suite 200, 1040 – 7th Avenue S.W.
Calgary, AB T2P 3G9
Attention: Ms. Julie Haghiri
Phone: 1-855-344-1825
Fax: 403-232-6116

IF YOU FAIL TO FILE YOUR DISPUTE NOTICE WITHIN FOURTEEN (14) DAYS OF THE DATE ON THIS NOTICE OF REVISION OR DISALLOWANCE, THE VALUE OF YOUR CLAIM WILL BE DEEMED TO BE ACCEPTED AS FINAL AND BINDING AS SET OUT IN THIS NOTICE OF REVISION OR DISALLOWANCE.

DATED this ____ day of _____, 2015.

SCHEDULE "G"

COURT FILE NUMBER	1501-02652
COURT OF QUEEN'S BENCH OF ALBERTA	
JUDICIAL CENTRE	CALGARY
PLAINTIFF	PACER CONSTRUCTION HOLDINGS CORPORATION
defendants	PACER PROMEC ENERGY CORPORATION AND PACER PROMEC ENERGY CONSTRUCTION CORPORATION
DOCUMENT	DISPUTE NOTICE (Claims Procedure)
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	DENTONS CANADA LLP Bankers Court 15 th Floor, 850 - 2 nd Street S.W. Calgary, Alberta T2P 0R8 Attention: David W. Mann / David LeGeyt Ph. (403) 268-7097/3075 Fx. (403) 268-3100 File No.: 548476-5

Claim Reference Number:

Name of Debtor or Receiver against
which a Claim is asserted:

1. Particulars of Creditor:

Full Legal Name of Creditor (include trade name, if different):

(the "Creditor").

Full Mailing Address of the Creditor:

Other Contact Information of the Creditor:

Telephone Number: _____

Email Address: _____

Facsimile Number: _____

Attention (Contact Person): _____

2. Particulars of Original Creditor from whom you acquired the Claim, if applicable:

Have you acquired this Claim by assignment? If yes, if not already provided, attach documents evidencing assignment.

Yes: No:

Full Legal Name of Original Creditor(s): _____

3. Dispute of Revision or Disallowance of Claim for Voting and/or Distribution Purposes:

The Creditor hereby disagrees with the value of its Claim as set out in the Notice of Revision or Disallowance and asserts a Claim as follows:

	Amount Allowed by Receiver:		Amount claimed by Creditor:
	_____		_____
Unsecured Claim	\$ _____	Unsecured Claim	\$ _____
Secured Claim	\$ _____	Secured Claim	\$ _____

REASON(S) FOR THE DISPUTE:

(You must include a list of reasons as to why you are disputing your Claim as set out in the Notice of Revision or Disallowance.)

SERVICE OF DISPUTE NOTICES

If you intend to dispute the Notice of Revision or Disallowance, you must **within fourteen (14) days of the date of the Notice of Revision or Disallowance** deliver to the Receiver this Dispute Notice either by prepaid registered mail, personal service, courier, or facsimile transmission to the following address. Dispute Notices shall be deemed to be received two business days from the date of mailing, upon actual receipt thereof by the Receiver during normal business hours on a Business Day, or, if delivered outside of normal business hours, on the next Business Day.

FTI Consulting Canada Inc. in its capacity as the Court appointed Receiver and Manager of
Pacer Promec Energy Corporation and Pacer Promec Energy Construction Corporation

By Mail/Courier:

FTI Consulting Canada Inc.
Suite 200, 1040 – 7th Avenue S.W.
Calgary, AB T2P 3G9
Attention: Ms. Julie Haghiri
Phone: 1-855-344-1825
Fax: 403-232-6116

DATED this _____ day of _____, 2015.

Name of creditor: _____

Witness

Per: _____

Name:

Title:

(please print)

SCHEDULE B

Clerk's stamp:

COURT FILE NUMBER 1501-02652

COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY

APPLICANT **PACER CONSTRUCTION HOLDINGS CORPORATION**

RESPONDENT **PACER PROMEC ENERGY CORPORATION AND
PACER PROMEC ENERGY CONSTSTRUCTION CORPORATION**

DOCUMENT **Order**
(re: Approval and Vesting)

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT **DENTONS CANADA LLP**
Bankers Court
15th Floor, 850 - 2nd Street S.W.
Calgary, Alberta T2P 0R8
Attention: David W. Mann / David LeGeyt
Ph. (403) 268-7097/3075 Fx. (403) 268-3100
File No.: 548476-5

DATE ON WHICH ORDER WAS PRONOUNCED May 7, 2015

LOCATION WHERE ORDER WAS PRONOUNCED Calgary Courts Centre, Calgary, Alberta

NAME OF JUSTICE WHO MADE THIS ORDER Honourable Justice B. Nixon

ORDER
(re: Approval and Vesting)

UPON the application of FTI Consulting Canada Inc., in its capacity as receiver manager (the "Receiver") of Pacer Promec Energy Corporation and Pacer Promec Energy Construction Corporation (collectively, "PPEC") in these proceedings; AND UPON having read the Application of the Receiver, dated May 1, 2015, the First Report of the Receiver, dated May 1, 2015 (the "Report"), the Affidavit of _____, dated April _____, 2015 (the "Service Affidavit"), and such other material in the pleadings and proceedings as

deemed necessary; AND UPON hearing counsel for the Receiver and other interested parties; IT IS HEREBY ORDERED AND DECLARED THAT:

Service

1. The time for service of notice of this application is abridged to the time actually given and service of the Application and supporting material as described in the Service Affidavit is good and sufficient, and this hearing is properly returnable before this Honourable Court today and further service thereof is hereby dispensed with.

2. All capitalized terms not otherwise defined in this Order shall have the meaning ascribed to them in the Report and the following terms shall have the following meaning:

(a) **“Asset Purchase Agreement”** means the Asset Purchase Agreement, dated April ____, 2015 respecting the sale of the Property by the Receiver to the Purchaser;

(b) **“Closing Adjustments”** means the ordinary and specific closing adjustments described at paragraph 2.5 of the Asset Purchase Agreement;

(c) **“Lands”** means the lands legally described as:

CONDOMINIUM PLAN 0313153
UNIT 67
AND 42 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON
PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

and all appurtenances thereto;

(d) **“Net Proceeds”** means the proceeds from the sale of the Property, less i) amounts required to pay the Closing Adjustments, and ii) all other reasonable and ordinary closing costs, including without limitation goods and services and other applicable sales taxes, property taxes, commissions, applicable warranty and condominium fees and legal fees and disbursements;

(e) **“PPEC”** means, collectively, Pacer Promec Energy Corporation and Pacer Promec Energy Construction Corporation;

(f) **“Property”** means all of the Vendor’s right, title and interest in and to the Lands and other Assets, as defined in the Asset Purchase Agreement; and

(g) **“Purchaser”** means Rajesh Krishna.

Approval of Sale and Vesting of the Property

3. The Asset Purchase Agreement is commercially reasonable and the sale and conveyance of the Property to the Purchaser in accordance with the terms of the Asset Purchase Agreement be and is hereby authorized and approved.

4. The Receiver is hereby authorized and directed to execute all deeds, documents, and agreements, and to do all things reasonably necessary to complete the conveyance of the Property pursuant to the terms of the Asset Purchase Agreement and carry out the terms of this Order.
5. Upon the Receiver delivering a certificate (the "**Receiver's Certificate**") certifying that the sale of the Property has closed in accordance with the terms of the Asset Purchase Agreement and all purchase monies due and owing in respect of such sale have been tendered to the Receiver's solicitors, then:
 - (a) the Property shall be vested in the name of the Purchaser free of all estate, right, title, interest, royalty, rental, and equity of redemption of PPEC and all persons who claim by, through or under PPEC in respect of the Property, subject only to the permitted encumbrances outlined in Schedule "A" of this Order (the "**Permitted Encumbrances**");
 - (b) PPEC and all persons who claim by, through or under PPEC in respect of the Property, save and except the Permitted Encumbrances, shall stand absolutely barred and foreclosed from all estate, right, title, interest, royalty, rental, and equity of redemption of the Property and, to the extent that any such person remains in possession or control of any of the Property, they shall forthwith deliver possession of same to the Purchaser or its nominee;
 - (c) the Purchaser shall be entitled to enter into and upon, hold and enjoy the Property for its own use and benefit without any interference of or by PPEC, or any person claiming by or through or against PPEC; and
 - (d) the Registrar of the Land Titles Office of Alberta shall discharge all encumbrances in respect of the Lands, save and except the Permitted Encumbrances, and shall register the Property in the name of the Purchaser notwithstanding the requirements of section 191 of the *Land Titles Act* (Alberta) (the "**LTA**").
6. The Receiver is authorized and empowered, in respect of the Property, to execute and deliver:
 - (a) such additional, related and ancillary documents and assurances governing or giving effect to the conveyance of the Property, which, in the Receiver's discretion are reasonably necessary or advisable to conclude the transactions contemplated in or in furtherance of the transfer of the Property and/or this Order; and
 - (b) any and all instruments and documents in respect of the Property as may be required by the Registrar of the Land Titles Office of Alberta or deemed necessary by the Receiver, and the Registrar is hereby directed, notwithstanding any restrictions in the LTA, including but not limited to s. 191(1) of the LTA, to effect registration of any such instrument or document so executed by the Receiver or the Receiver's solicitors.
7. Upon the filing of the Receiver's Certificate, the Receiver shall discharge, or authorize the discharge of, any security registration or registrations in the Personal Property Registry of the Province of Alberta as may be required to properly convey clear title of the Property to the Purchaser.
8. Upon the filing of the Receiver's Certificate, the Net Proceeds shall be held by the Receiver in the place and stead of the Property transferred pursuant to this Order, and not disbursed to any

party without the consent of the Receiver or upon further Order of this Honourable Court (the "**Claims Reserve**").

9. All claims of whatsoever nature or kind, including without limitation, all real property taxes not subject to adjustment under the Asset Purchase Agreement, liens, claims, encumbrances, mortgages, proprietary claims, trust claims, lease claims, royalty claims, and other interests, other than the Permitted Encumbrances, (the "**Claims**") shall attach solely to the Claims Reserve with the same validity, priority and in the same amounts and subject to the same defences that were or may have been available when the Claims were attached to the Property itself.

Miscellaneous

10. Any conveyance or transfer of the Property made pursuant to the provisions of this Order shall be valid and enforceable and not be rendered invalid or unenforceable and the rights and remedies of the parties thereto shall not otherwise be limited or impaired in any way by: (i) the pendency of these receivership proceedings and the declaration of PPEC's insolvency made herein; (ii) any Bankruptcy Order sought or issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) ("**BIA**") in respect of PPEC; or (iii) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of encumbrances, contained in any existing agreement, lease, sub-lease, offer to lease or other arrangement which binds PPEC (a "**Third Party Agreement**"), and notwithstanding any provision to the contrary in any Third Party Agreement:
 - (a) the transaction contemplated hereby shall not create or be deemed to constitute a breach by PPEC of any Third Party Agreement to which they are a party; and
 - (b) the Purchaser shall not have liability to any person whatsoever as a result of any breach of any Third Party Agreement caused by or resulting from the creation, execution, delivery or performance of any transaction contemplated hereby.
11. Notwithstanding (i) the pendency of these proceedings and the declaration of PPEC's insolvency made herein, (ii) any Bankruptcy Order sought or issued pursuant to the BIA in respect of PPEC, and (iii) the provisions under the BIA, or any other applicable federal or provincial legislation or common law, the purchase and transaction contemplated hereby shall constitute legal, valid and binding obligations of PPEC enforceable against it in accordance with the terms thereof, and no transaction contemplated herein will be void or voidable at the instance of creditors and claimants and do not constitute nor shall they be deemed to constitute settlements, fraudulent preferences, assignments, fraudulent conveyances, oppressive conduct, or other reviewable transactions under the BIA, or any other applicable federal or provincial legislation or common law.
12. The Receiver, the Purchaser, or any interested party may apply to this Court for advice and direction on notice to any party likely to be affected by the Order sought or on such notice as this Court directs.

General

13. The Receiver's activities, as set out in the Receiver's First Report, are approved.

14. The Receiver shall serve, by courier, facsimile transmission, e-mail transmission, or ordinary post, a copy of this Order on all parties present at this application and on all parties who received notice of this application or who are presently on the service list established in these proceedings, and service on any or all other parties is hereby dispensed with. Service affected as aforesaid shall be good and sufficient service.

Justice of the Court of Queen's Bench of Alberta

SCHEDULE A
(Order re: Approval and Vesting)

PERMITTED ENCUMBRANCES

Nil.