

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

**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 TACORA RESOURCES INC.**

APPLICANTS

BOOK OF AUTHORITIES OF THE CONSORTIUM NOTEHOLDER GROUP

April 6, 2024

OSLER, HOSKIN & HARCOURT LLP

1 First Canadian Place
Suite 6200, P.O. Box 50
Toronto ON M5X 1B8

Marc Wasserman (#44066M)
Email: mwasserman@osler.com

Michael De Lellis (#48038U)
Email: mdelellis@osler.com

Jeremy Dacks (#41851R)
Email: jdacks@osler.com

Karin Sachar (#59944E)
Email: ksachar@osler.com

Tel: 416.362.2111
Fax: 416.862.6666

Lawyers for the Consortium Noteholder Group

BENNETT JONES LLP

3400 One First Canadian Place
P.O. Box 130
Toronto ON M5X 1A4

Richard Swan (#32076A)
Email: swanr@bennettjones.com

Sean Zweig (#57307I)
Email: zweig@bennettjones.com

Shaan P. Tolani (#80323C)
Email: tolanis@bennettjones.com

Thomas Gray (#82473H)
Email: grayt@bennettjones.com

Tel: 416.863.1200
Fax: 416.863.1716

Lawyers for the Consortium Noteholder Group

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TAB ONE

COURT FILE NUMBER 1601-12176
COURT COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE CALGARY
MATTER IN THE MATTER OF SECTION 192 OF THE CANADA BUSINESS CORPORATIONS ACT, R.S.C. 1985, C. C-44, AS AMENDED



I hereby certify this to be a true copy of the original order

Dated this 6 day of Dec 2016
[Signature]
for Clerk of the Court

AND IN THE MATTER OF A PROPOSED ARRANGEMENT IN RESPECT OF TERVITA CORPORATION, 9894942 CANADA LTD., RED SKY HOLDINGS 1 INC., RED SKY HOLDINGS 2 INC., RED SKY HOLDINGS 3 INC., CCS CANADA (CANADIAN HOLDINGS) INC., CCS INTERNATIONAL HOLDINGS INC., HAZCO INDUSTRIAL SERVICES LTD., TERVITA EQUIPMENT RENTALS LTD., TERVITA ENVIRONMENTAL SERVICES LTD., TERVITA METAL SERVICES LTD., TERVITA PRODUCTION SERVICES LTD., TERVITA WASTE PROCESSING LTD., ARKLA DISPOSAL SERVICES INC., AND TERVITA ESCROW CORPORATION

APPLICANT 9894942 CANADA LTD. AND TERVITA CORPORATION
RESPONDENT Not Applicable
DOCUMENT **FINAL ORDER**
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT **OSLER, HOSKIN & HARCOURT LLP**
Suite 2500, TransCanada Tower
450 - 1st Street SW
Calgary, AB T2P 5H1

Solicitor: Colin Feasby / Marc Wasserman / Michael De Lellis
Telephone: (403) 260-7067 / (416) 862-4908 / (416) 862-5997
Facsimile: (403) 260-7024 / (416) 862-6666
Email: cfeasby@osler.com / mwasserman@osler.com / mdelellis@osler.com
File Number: 1172771

FASKEN MARTINEAU DUMOULIN LLP
First Canadian Centre
350 7th Avenue SW, Suite 3400
Calgary, AB T2P 3N9

Solicitor: John Grieve / Travis Lysak
Telephone: 403-261-5350
Facsimile: 403-261-5351
Email: jgrieve@fasken.com / tlysak@fasken.com
File Number: 285302.00311

DATE ON WHICH ORDER WAS PRONOUNCED: DECEMBER 6, 2016

NAME OF JUDGE WHO MADE THIS ORDER: JUSTICE LOVECCHIO

LOCATION OF HEARING: CALGARY, ALBERTA

UPON the Amended Originating Application (the “**Application**”) of 9894942 Canada Ltd. (“**ArrangeCo**”) and Tervita Corporation (“**Tervita**” and together with ArrangeCo, the “**Applicants**”) for approval of the Arrangement (as defined herein) pursuant to Section 192 of the Canada Business Corporations Act, R.S.C. 1985, c. C-44, as amended (the “**CBCA**”) in respect of the Applicants and involving the holders of Tervita’s 9.75% senior unsecured notes due 2019 and 10.875% senior unsecured notes due 2018 (collectively, the “**Unsecured Noteholders**”), the holders of Tervita’s 11.875% senior unsecured subordinated notes due 2018 (the “**Subordinated Noteholders**”) and the holders of common shares of Red Sky Acquisition Corp. (the “**RSAC Shareholders**”);

AND UPON reading (i) the Application; (ii) the Interim Order of this Court granted October 17, 2016 (the “**Interim Order**”); (iii) the Order (Secured Noteholder Settlement Order) of this Court granted November 18, 2016; (iv) the affidavit of Stephen Kersley, Chief Financial Officer of Tervita, affirmed on September 14, 2016 and the exhibits referred to therein; (v) the affidavit of Stephen Kersley affirmed on October 7, 2016 and the exhibits referred to therein; (vi) the affidavit of Stephen Kersley affirmed on November 24, 2016 and the exhibits referred to therein; and (vii) the affidavit of Stephen Kersley affirmed on December 1, 2016 and the exhibits referred to therein (the “**Fourth Kersley Affidavit**”);

AND UPON being advised that the Director appointed under section 260 of the CBCA (the “**Director**”) has been provided notice of this application and that the Director does not consider it necessary to appear;

AND UPON this Court being satisfied that separate meetings (collectively, the “**Meetings**”) of each of: (i) the Unsecured Noteholders; (ii) the Subordinated Noteholders; and (iii) the RSAC Shareholders, were called, held and conducted in accordance with the terms of the Interim Order;

AND UPON this Court being satisfied that the Applicants have sought and obtained the approval of the Arrangement by: (i) the Unsecured Noteholders; (ii) the Subordinated Noteholders; and (iii) the RSAC Shareholders, in the manner and by the requisite majorities required by the Interim Order;

AND UPON it appearing that the ArrangeCo is not insolvent for the purposes of Section 192(2) of the CBCA and that it is impracticable to effect the transactions contemplated by the Arrangement under any other provision of the CBCA;

AND UPON being advised that the approval of the Arrangement by this Court will constitute the basis for an exemption from the registration requirements of the *Securities Act of 1933*, as amended, of the United States of America pursuant to Section 3(a) thereof, with respect to the issuance of the New Shares

to Noteholders in exchange for their Notes (as each such term is defined herein) pursuant to the Arrangement;

AND UPON this Court being satisfied that the statutory requirements to approve the Arrangement have been fulfilled and that the Arrangement has been put forward in good faith;

AND UPON this Court being satisfied that the terms and conditions of the Arrangement and the procedures relating thereto, are fair and reasonable, substantively and procedurally, to: (i) the Unsecured Noteholders; (ii) the Subordinated Noteholders; and (iii) the RSAC Shareholders, and any other affected persons and that the Arrangement ought to be approved;

AND UPON HEARING counsel for Tervita and its affiliates and subsidiaries listed on **Schedule "A"** hereto (the "**Tervita Group**") and counsel to certain of Tervita's debtholders and noteholders;

IT IS HEREBY ORDERED AND DECLARED THAT:

Definitions

1. Unless otherwise indicated herein, all capitalized terms not defined in this order ("**Order**") shall have the meanings attributed to them in the Second Amended and Restated Plan of Arrangement attached as **Schedule "B"** hereto (the "**Plan of Arrangement**").

Service

2. Service of notice of the Application, the notice in respect of the Meetings, the Interim Order and the Information Supplements (as defined in the Fourth Kersley Affidavit) is hereby deemed good and sufficient service. Service of this Order shall be made on all persons who appeared on this application, either by counsel or in person, and upon the Director, but is otherwise dispensed with.

Additional Party

3. Tervita Escrow Corporation (the "**Escrow Issuer**") be and is hereby added as a party to these proceedings.
4. The Application is hereby amended to include the Escrow Issuer as a party to these proceedings and the Application as so amended shall be deemed to be the Application in these proceedings.
5. The Applicants are hereby authorized to file the Application, as amended by this Order, with the Court in place of the existing Application.

6. All references to Application contained herein shall be to the Application as amended by this Order.
7. The title of these proceedings be and is hereby changed to:

IN THE MATTER OF SECTION 192 OF THE CANADA BUSINESS CORPORATIONS ACT, R.S.C. 1985, C. C-44, AS AMENDED

AND IN THE MATTER OF A PROPOSED ARRANGEMENT IN RESPECT OF TERVITA CORPORATION, 9894942 CANADA LTD., RED SKY HOLDINGS 1 INC., RED SKY HOLDINGS 2 INC., RED SKY HOLDINGS 3 INC., CCS CANADA (CANADIAN HOLDINGS) INC., CCS INTERNATIONAL HOLDINGS INC., HAZCO INDUSTRIAL SERVICES LTD., TERVITA EQUIPMENT RENTALS LTD., TERVITA ENVIRONMENTAL SERVICES LTD., TERVITA METAL SERVICES LTD., TERVITA PRODUCTION SERVICES LTD., TERVITA WASTE PROCESSING LTD, ARKLA DISPOSAL SERVICES INC., AND TERVITA ESCROW CORPORATION

Arrangement

8. The Arrangement proposed by the Applicants, on the terms set forth in the Plan of Arrangement, is hereby approved by this Court under Section 192 of the CBCA.
9. The terms and conditions of the Arrangement, and the procedures relating thereto, are fair and reasonable, substantively and procedurally, to: (a) the Unsecured Noteholders; (b) the Subordinated Noteholders; and (c) the RSAC Shareholders, and all other affected persons.
10. The Articles of Arrangement shall be filed pursuant to Section 192 of the CBCA on such date as the Applicants determine in accordance with the terms of the Arrangement.
11. The Tervita Group, the Trustees, the Term Loan Administrative Agent, the Depositary, the Transfer Agent, the Escrow Agent, CDS and DTC are hereby authorized and directed to take all steps and actions necessary or appropriate to implement the Plan of Arrangement and the Arrangement and the other transactions contemplated thereby in accordance with and subject to the terms of the Plan of Arrangement, including: (a) to enter into any agreements or other documents which are to come into effect in connection with the Arrangement; (b) in the Trustees' capacities as collateral agents, to execute and deliver such releases, terminations and discharges of security and liens as are required to give effect to the Plan of Arrangement and the Arrangement; and (c) to effectuate the cancellation of the Unsecured Notes, the Unsecured Notes Indentures, the Subordinated Notes and the Subordinated Notes Indenture (provided that, the Unsecured Notes Indentures and the

Subordinated Notes Indenture shall remain in effect to, among other things, allow applicable Persons to make the distributions set forth in the Plan of Arrangement). For the avoidance of doubt, the Unsecured Notes Trustee and the Subordinated Notes Trustee shall have no obligation to make distributions under the Plan of Arrangement.

12. From and after the Effective Date, at the time and in the sequence set forth in the Plan of Arrangement,

- (a) the Unsecured Notes and the Unsecured Notes Indentures shall be cancelled; provided, however, that each Unsecured Notes Indenture shall continue in effect solely for the purposes of allowing and preserving the rights of the Unsecured Notes Trustee to (i) maintain and exercise its Charging Lien against the Unsecured Noteholders and distributions thereto, and (ii) enforce its rights to receive payment of the Trustee Fees and Expenses and any other rights of the Unsecured Notes Trustee under the Plan of Arrangement (which rights may not be waived without its prior written consent). Subsequent to the performance by the Unsecured Notes Trustee or its agents of any duties that are required under the Plan of Arrangement and this Order, the Unsecured Notes Trustee and its agents shall be (A) fully relieved of, and released from, all obligations associated with the Unsecured Notes arising under the Unsecured Notes Indentures or under any other applicable agreements or law, and (B) deemed to be fully discharged. The Unsecured Notes Trustee shall be authorized to effectuate the cancellation of the Unsecured Notes on the Effective Date upon receipt of a copy of the treasury direction from Tervita to the Transfer Agent that directs the Transfer Agent to deliver the Unsecured Exchange Shares and the Early Consent Shares as set forth in the Plan of Arrangement and shall be entitled to rely upon (and shall be fully protected in relying upon) such treasury direction; and
- (b) the Subordinated Notes and the Subordinated Notes Indenture shall be cancelled; provided, however, that the Subordinated Notes Indenture shall continue in effect solely for the purposes of allowing and preserving the rights of the Subordinated Notes Trustee to (i) maintain and exercise its Charging Lien against the Subordinated Noteholders and distributions thereto, and (ii) enforce its rights to receive payment of the Trustee Fees and Expenses and any other rights of the Subordinated Notes Trustee under the Plan of Arrangement (which rights may not be waived without its prior written consent). Subsequent to the performance by the Subordinated Notes Trustee or its agents of any

duties that are required under the Plan of Arrangement and this Order, the Subordinated Notes Trustee and its agents shall be (A) fully relieved of, and released from, all obligations associated with the Subordinated Notes arising under the Subordinated Notes Indenture or under any other applicable agreements or law, and (B) deemed to be fully discharged. The Subordinated Notes Trustee shall be authorized to effectuate the cancellation of the Subordinated Notes on the Effective Date upon receipt of evidence from Tervita regarding the payment by Tervita of the Cash Payment to the Depositary and the Early Consent Cash Payment to the Early Consenting Subordinated Noteholders as set forth in the Plan of Arrangement and shall be entitled to rely upon (and shall be fully protected in relying upon) such evidence.

13. As of the Effective Date, the Plan of Arrangement and all associated steps and transactions are hereby approved, binding and effective as set out in the Plan of Arrangement, and on the terms and conditions set forth in this Order, upon the Tervita Group, the Debt Instrumentholders, the Trustees, the Term Loan Administrative Agent, the Indirect Securityholders, the holders of Affected Equity and all other Persons affected by the Plan of Arrangement.
14. From and after the Effective Time, all Persons shall be deemed to have waived any and all defaults or events of default or any non-compliance with any covenant, warranty, representation, term, provision, condition or obligation, expressed or implied, in any contract, instrument, credit document, lease, licence, guarantee, agreement for sale or other agreement, written or oral, in each case relating to, arising out of, or in connection with, the Notes, the Indentures, the Term Loan Credit Agreement, the Support Agreements, the Backstop Commitment Letter, that certain settlement term sheet between Tervita and the Settling Secured Noteholders, the Arrangement, the Plan of Arrangement, the transactions contemplated under the Plan of Arrangement, any and all amendments or supplements relating to any of the foregoing, and any and all proceedings commenced with respect to or in connection with the Arrangement or the Plan of Arrangement. Any and all notices of default and demands for payment or any step or proceeding taken or commenced in connection with any of the foregoing shall be deemed to have been rescinded and of no further force or effect, provided that nothing shall be deemed to excuse the Released Parties and their respective successors from performing their obligations under the Plan of Arrangement.
15. From and after the Effective Time, all Persons shall be deemed to have agreed that, if there is any conflict between the provisions of any agreement or other arrangement, written or oral, existing between such Person and any member of the Tervita Group and the provisions of the Plan of

Arrangement or this Order, then the provisions of the Plan of Arrangement or this Order take precedence and priority and the provisions of such agreement or other arrangement are deemed to be amended accordingly.

16. From and after the Effective Date, at the time and in the sequence set forth in the Plan of Arrangement,
 - (a) each of the Released Parties shall be released and discharged as provided in Section 5.1 of the Plan of Arrangement, pursuant to and in accordance with the terms of the Plan of Arrangement; and
 - (b) the Secured Notes US Trustee and the Secured Notes Canadian Trustee shall be released and discharged (i) by Tervita, as provided in Section 5.2 of the Plan of Arrangement; and (ii) by the Settling Secured Noteholders, as provided in Section 5.3 of the Plan of Arrangement, in each case, pursuant to and in accordance with the terms of the Plan of Arrangement.
17. The Plan of Arrangement, any payments or distributions made in connection with the Plan of Arrangement, and the transactions contemplated by and to be implemented pursuant to the Plan of Arrangement, shall not be void or voidable under federal or provincial law and shall not constitute and shall not be deemed to be settlements, fraudulent preferences, assignments, fraudulent conveyances, transfers at undervalue, or other reviewable transactions under any applicable federal or provincial legislation relating to preferences, settlements, assignments, fraudulent conveyances or transfers at undervalue.
18. Effective at the time and in the sequence set forth in the Plan of Arrangement, the New Directors shall hereby be deemed to have been appointed.

New Share Documentation

19. The Shareholders Agreement is declared to be a unanimous shareholders agreement within the meaning of the CBCA and effective at the time specified in the Plan of Arrangement, and in accordance with the Arrangement, each holder of New Shares will be deemed to be a party to and bound by the New Share Documentation, including the Shareholders Agreement, with the same force and effect as if such Persons were signatories to the Shareholders Agreement or other New Share Documentation, if applicable.

Exit Financing

20. The Escrow and Security Agreement (as defined in the Fourth Kersley Affidavit) is hereby approved.
21. The Escrow Issuer, Tervita and any subsidiary of Tervita, as applicable, are hereby authorized to execute and deliver the Escrow and Security Agreement, the Purchase Agreement, the Tervita Indenture and the other Exit Financing Documents (as each such term is defined in the Fourth Kersley Affidavit) and to perform and discharge all of their respective obligations under the Exit Financing Documents, including without limitation, as applicable, guaranteeing the New Debt, granting liens and security interests in their respective property and assets and undertaking to secure their respective obligations to the indenture trustees and the holders of the New Debt, subject to an in accordance with the terms of the Exit Financing Documents.
22. Upon the entering into and delivery by the Escrow Issuer and Tervita of the Wind-up Agreement (as defined in the Fourth Kersley Affidavit), the Escrow Issuer will transfer all of its assets to Tervita and Tervita will assume all of the Escrow Issuer's liabilities, including the Escrow Issuer's obligations under the Tervita Indenture and the New Debt and the Escrow Issuer shall thereafter have no further obligations under the New Debt.

Other Matters

23. The Applicants are entitled to seek leave at any time prior to the filing of the Articles of Arrangement to vary this Order or seek advice and directions as to the implementation of this Order.
24. Leave is granted to file this Order, the Fourth Kersley Affidavit, this application, and the bench brief in support of this application on the same day.
25. This Order shall have full force and effect in all other Provinces and Territories of Canada and shall be enforced in the courts of each of the Provinces and Territories of Canada in the same manner in all respects as if this Order had been made by the Court enforcing it.
26. This Court requests the aid and recognition of any court or any judicial, regulatory or administrative body in any province in Canada and any judicial, regulatory or administrative tribunal or body or other court constituted pursuant to the Parliament of Canada, the legislature of any province and any court or any judicial, regulatory or administrative body of the United States, any state thereof or any other country in the aid of and to assist this Court 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 Applicants as may be necessary or desirable to give effect to this Order or to assist the Tervita Group and their respective agents in carrying out the terms of this Order.

27. In addition to the orders and authorizations under paragraphs 50 and 51 of the Interim Order, any of the Applicants or a senior officer of one or more of the Applicants, as necessary, is hereby authorized to act as the representative or foreign representative (the "**Foreign Representative**") of any of the Applicants or other member of the Tervita Group in connection with these proceedings and with carrying out the terms of this Order, including for, among other things, the purpose of having these proceedings recognized in the United States or in any other country, and seeking judicial assistance to enforce the terms of this Order in the United States or in such other country. The Foreign Representative is hereby authorized to apply for foreign recognition of these proceedings, as necessary, in the United States or in any other country.



**Justice of the Court of Queen's
Bench of Alberta**

TAB TWO

COURT FILE NUMBER 1601- 09578
COURT COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE CALGARY



MATTER IN THE MATTER OF Section 192 of the *Canada Business Corporations Act*, R.S.C. 1985, c. C-44, as amended
AND IN THE MATTER OF a proposed arrangement in respect of Trident Exploration Corp.

APPLICANT TRIDENT EXPLORATION CORP.
RESPONDENT Not Applicable
DOCUMENT FINAL ORDER

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

OSLER, HOSKIN & HARCOURT LLP

Suite 2500, TransCanada Tower
450 – 1st Street SW
Calgary, AB T2P 5H1

Solicitor: Colin Feasby
Telephone: (403) 260-7067
Facsimile: (403) 260-7024
Email: cfeasby@osler.com

I hereby certify this to be a true copy of the original Order
Dated this 26 day of Aug/16
[Signature]
for Clerk of the Court

DATE ON WHICH ORDER WAS PRONOUNCED: AUGUST 26, 2016

NAME OF JUDGE WHO MADE THIS ORDER: JUSTICE R.A. GRAESSER

UPON the Originating Application (the “**Application**”) of Trident Exploration Corp. (“**Trident**”) for approval of an arrangement (the “**Arrangement**”) in respect of Trident and involving holders (the “**Noteholders**”) of Trident’s 8.25% senior unsecured notes due 2018 (“**Notes**”) and the holders (the “**Debentureholder**” and collectively with the Noteholders, the “**Debtholders**”) of Trident’s debenture dated as of December 10, 2014 granted by Trident in favour of Nexen Energy ULC for \$30,000,000 with the aggregate principal amount owing thereunder as of today being \$22,000,000 (the “**Debenture**”), pursuant to Section 192 of the *Canada Business Corporations Act*, RSC 1985, c C-44, as amended (the “**CBCA**”);

AND UPON reading the Application, Interim Order of this Honourable Court granted July 20, 2016 (the “**Interim Order**”) and the affidavits of Alan G. Withey, President and Chief Executive Officer of Trident sworn on July 20, 2016 and August 26, 2016;

AND UPON being advised that service of notice of this application has been effected in accordance with the Interim Order or as otherwise accepted by the Court;

AND UPON being advised that the Director appointed under section 260 of the CBCA (the “**Director**”) has been provided notice of this application and that the Director does not consider it necessary to appear;

AND UPON the Court being satisfied that Trident has complied with all other provisions of the Interim Order;

AND UPON being advised by counsel to Trident that no notices of intention to appear have been filed in respect of this Application.

AND UPON being advised that the Company received a resolution of the holders of common stock of Trident Resources Corp. (a Delaware corporation that is the Company’s sole shareholder), which resolution approves the Arrangement;

AND UPON being advised that the Company received a resolution of Trident Resources Corp. as sole shareholder of the Company, which resolution approves the Arrangement;

AND UPON being advised that, pursuant to an amending agreement between the Company, Administrative Agent and the lenders under the Credit Agreement, the Administrative Agent and lenders under the Credit Agreement support the making of this Order;

AND UPON the Court being satisfied that the meeting of Debtholders (the “**Debtholders’ Meeting**”) was called and conducted on August 25, 2016 in accordance with the terms of the Interim Order;

AND UPON the Court being satisfied that Trident has sought and obtained the approval of the Arrangement by the Debtholders in the manner and by the requisite majorities required by the Interim Order;

AND UPON it appearing that Trident is not insolvent and that it is impracticable to effect the transactions contemplated by the Arrangement under any provision of the CBCA other than Section 192 of the CBCA;

AND UPON being advised that the approval of the Arrangement by this Court will constitute the basis for an exemption from the registration requirements of the *Securities Act of 1933*, as amended, of the United States of America pursuant to Section 3(a)(10) thereof, with respect to the issuance of the common shares of Trident issuable to Debtholders in exchange for their Notes and Debenture pursuant to the Arrangement;

AND UPON the Court being satisfied that the statutory requirements to approve the Arrangement have been fulfilled and that the Arrangement has been put forward in good faith;

AND UPON the Court being satisfied that the terms and conditions of the Arrangement and the procedures relating thereto, are fair and reasonable, substantively and procedurally, to Trident, the Debtholders and other affected persons and that the Arrangement ought to be approved;

AND UPON hearing from counsel to Trident and counsel to the ad hoc committee of Noteholders and the Backstop Party;

FOR THE PURPOSES OF THIS ORDER:

- (a) the capitalized terms not defined in this Order shall have the meanings attributed to them in the plan of arrangement attached hereto as **Schedule A**; and
- (b) all references to “**Arrangement**” used herein mean the arrangement as set forth in the plan of arrangement attached hereto as **Schedule A**.

IT IS HEREBY ORDERED THAT:

1. The Arrangement proposed by Trident, on the terms set forth in **Schedule A** to this order (“**Order**”), is hereby approved by the Court under Section 192 of the CBCA and the provisions of the Arrangement shall be binding and given full force and effect in the manner and at the times specified therein.

2. The terms and conditions of the Arrangement, and the procedures relating thereto, are fair and reasonable, substantively and procedurally, to the Debtholders and all other affected persons.
3. Subject to the terms of the Support Agreement and Backstop Commitment Letter, the articles of arrangement in respect of the Arrangement (the “**Articles of Arrangement**”) shall be filed pursuant to Section 192 of the CBCA on such date as Trident determines in accordance with the terms of the Arrangement.
4. The Arrangement as set forth in the Plan of Arrangement will, upon the filing of Articles of Arrangement under the CBCA, be effective under the CBCA in accordance with its terms and be binding upon the Applicant and all other persons affected by the Plan of Arrangement on and after the Effective Date.
5. Subject to the terms of the Support Agreement and Backstop Commitment Letter, the Applicant and the Existing Indenture Trustee are, as may be applicable, authorized and directed to take all steps and actions necessary or appropriate to implement the Arrangement as set forth therein and the transactions contemplated thereby including, but not limited to all such actions as are necessary or appropriate to carry out the terms of the Recapitalization in accordance with and subject to the terms of the Arrangement.
6. From and after the Effective Time, no person may refer to, rely on or otherwise claim any rights against Trident or any of its affiliates under any contract, debt instrument or any other agreement with Trident or any of its affiliates in respect of any alleged breach, default or event of default under the Debenture, the Notes or the Note Indenture or as a result solely of this proceeding.
7. Effective at the Effective Time, each of the Company (and its parent and affiliates including without limitation the Guarantors), the Existing Indenture Trustee (and its affiliates) and their respective subsidiaries, officers, directors, employees, financial advisors, legal counsel and agents (each in their capacity as such) shall be fully, finally and irrevocably released and discharged as provided in section 4.1 of the Arrangement, pursuant to and in accordance with the terms of the Arrangement.

8. Effective at the Effective Time, each of the Backstop Party, Consenting Noteholders, Committed Noteholders, the Debentureholder, Existing Indenture Trustee and each of their respective subsidiaries and affiliates and their respective shareholders, officers, directors, employees, financial advisors, legal counsel and agents, including the Noteholders' Advisors shall be fully, finally and irrevocably released and discharged as provided in section 4.2 of the Arrangement pursuant to and in accordance with the terms of the Arrangement.
9. The Trident Shareholders Agreement is declared to be a unanimous shareholders agreement within the meaning of the CBCA and effective at the Effective Time, in accordance with the Arrangement, each holder of TEC Common Shares (including TRC and the TRC Shareholders with respect to all of the Adjusted Common Shares and the holders of New Common Shares) will be deemed to be a party to and bound by the New Common Shares Documentation, including the Trident Shareholders Agreement.
10. The Plan of Arrangement, any payments or distributions made in connection with the Plan of Arrangement or the Recapitalization, and the transactions contemplated by and to be implemented pursuant to the Plan of Arrangement, shall not be void or voidable under federal or provincial law and shall not constitute and shall not be deemed to be settlements, fraudulent preferences, assignments, fraudulent conveyances, transfers at undervalue, or other reviewable transactions under any applicable federal or provincial legislation relating to preferences, settlements, assignments, fraudulent conveyances or transfers at undervalue.
11. Service of notice of this Application, the notice in respect of the Debtholders' Meeting and the Interim Order is hereby deemed good and sufficient service. Service of this Order shall be made on all persons who appeared on this application, either by counsel or in person, and upon the Director, but is otherwise dispensed with.
12. Trident may, with the consent of the Backstop Party and the Majority Consenting Noteholders, on notice to such parties as the Court may order, seek leave at any time prior to the filing of the Articles of Arrangement to vary this Order or seek advice and directions as to the implementation of this Order.

13. This Order shall have full force and effect in all other Provinces and Territories of Canada and shall be enforced in the courts of each of the Provinces and Territories of Canada in the same manner in all respects as if this Order had been made by the Court enforcing it.
14. This Court requests the aid and recognition of any court or any judicial, regulatory or administrative body in any province in Canada and any judicial, regulatory or administrative tribunal or body or other court constituted pursuant to the Parliament of Canada, the legislature of any province and any court or any judicial, regulatory or administrative body of the United States, any state thereof or any other country in the aid of and to assist this Court 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 Trident as may be necessary or desirable to give effect to this Order, to grant representative status to Trident in any foreign proceedings, or to assist Trident and their respective agents in carrying out the terms of this Order.



**Justice of the Court of Queen's
Bench of Alberta**



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

Court File No: CV-23-00707394-00CL

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF TACORA RESOURCES INC.**

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

PROCEEDING COMMENCED AT TORONTO

**BOOK OF AUTHORITIES OF THE CONSORTIUM
NOTEHOLDER GROUP**

OSLER, HOSKIN & HARCOURT LLP

1 First Canadian Place,
Suite 6200, P.O. Box 50
Toronto ON M5X 1B8

Marc Wasserman (#44066M)
Email: mwasserman@osler.com

Michael De Lellis (#48038U)
Email: mdelellis@osler.com

Jeremy Dacks (#41851R)
Email: jdacks@osler.com

Karin Sachar (#59944E)
Email: ksachar@osler.com

Tel: 416.362.2111
Fax: 416.862.6666

Lawyers for the Consortium Noteholder Group