

COURT FILE NUMBER 1601-11552
COURT COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE CALGARY
PLAINTIFF NATIONAL BANK OF CANADA IN ITS
CAPACITY AS ADMINISTRATIVE AGENT
UNDER THAT CERTAIN AMENDED AND
RESTATED CREDIT AGREEMENT DATED
JANUARY 15, 2016, AS AMENDED
DEFENDANT TWIN BUTTE ENERGY LTD.



APPLICANT FTI CONSULTING CANADA INC. in its
capacity as Court-appointed Receiver of the
current and future assets, undertakings and
properties of TWIN BUTTE ENERGY LTD.

DOCUMENT **ORDER**
(Terminating Secure Agreements)

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT
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Attention: Howard A. Gorman, Q.C. / Aditya M. Badami
File No.: 01020497-0005

I hereby certify this to be a true copy of
the original Order
Dated this 24 day of Feb, 2017
A. Gorman
for Clerk of the Court

DATE ON WHICH ORDER WAS PRONOUNCED: February 22, 2017
LOCATION WHERE ORDER WAS PRONOUNCED: Calgary, Alberta
NAME OF JUSTICE WHO MADE THIS ORDER: The Honourable Mr. Justice A. D. Macleod

UPON THE APPLICATION of FTI Consulting Canada Inc. in its capacity as Court-appointed receiver and manager (**Receiver**) of the current and future assets, undertakings and properties of Twin Butte Energy Ltd. (**Twin Butte**) for an order terminating a Well Effluent and Water Disposal Agreement dated October 1, 2011 (**DPDG Agreement**), and appended as Confidential Appendix A to the Fourth Report of the Receiver dated February 13, 2017 (**Fourth Report**); for an order terminating a Non-Competition Agreement dated October 1, 2011 (**Non-Compete**), and appended as Confidential Appendix

B to the Fourth Report; and for an order discharging all pre-receivership, post-receivership and repudiation claims of Secure Energy Services Inc. (**Secure**) as against Twin Butte, the Receiver, or any prospective purchasers of Twin Butte's assets or property;

AND UPON HAVING READ the Receivership Order; **AND UPON HAVING READ** the Fourth Report of the Receiver dated February 13, 2017; the DPDG Agreement; and the Non-Compete; **AND UPON HAVING READ** the Receiver's Bench Brief filed February 13, 2017; **AND UPON** hearing counsel for the Receiver and any other interested parties that may be present; **AND UPON NOTING** the consent of Secure; **AND UPON IT APPEARING** that all interested and affected parties have been served with notice of this Application; **AND UPON** having read the pleadings, proceedings, orders and other materials filed in this action;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

1. Service of notice of this application and supporting materials is hereby declared to be good and sufficient, and no other person is required to have been served with notice of this application, and time for service of this application is abridged to that actually given.

TERMINATION OF AGREEMENTS AND WAIVER OF INTERESTS IN LAND

2. The DPDG Agreement is terminated and any interests in land that may have been created by or as a result of the DPDG Agreement are waived and extinguished. For certainty, and without limiting the generality of the foregoing, any interests in land created by clauses 308, 310, and 311 of the DPDG Agreement are waived and extinguished.
3. The Non-Compete is terminated.

DISCHARGE OF SECURE CLAIMS

4. Each of Twin Butte, the Receiver, and any prospective purchaser of the assets or property of Twin Butte including without limitation Henenghaixin Operating Corp., are hereby discharged from and released from any and all manner of pre-receivership, post-receivership, repudiation or other claims that Secure ever had, now has or which its affiliates may have existing to today's date arising from the DPDG Agreement, the Non-Compete or otherwise.

MISCELLANEOUS MATTERS

5. This Order must be served only upon those interested parties attending or represented at the within application and service may be effected by facsimile, electronic mail, personal delivery or

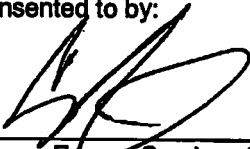
courier. Service is deemed to be effected the next business day following the transmission or delivery of such documents.

6. Service of this Order on any party not attending this application is hereby dispensed with.

"Justice Macleod"

J.C.Q.B.A.

Consented to by:



Secure Energy Services Inc.

Corey Higham
EVP, Midstream