

TAB 14

I hereby certify this to be a true copy of
the original Order
dated this 30 day of March 2015

COURT FILE NUMBER: ~~1501 -~~ 1501-03351 Clerk's stamp:
for Clerk of the Court
COURT OF QUEEN'S BENCH OF ALBERTA IN
BANKRUPTCY AND INSOLVENCY
JUDICIAL CENTRE CALGARY

CLERK'S OFFICE COURT
MAR 30 2015
JUDICIAL CENTRE
OF CALGARY

IN THE MATTER OF THE *COMPANIES*
CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-
36, as amended

AND IN THE MATTER OF THE *BUSINESS*
CORPORATIONS ACT, R.S.A. 2000, c. B-9

AND IN THE MATTER OF A PLAN OF
COMPROMISE OR ARRANGEMENT OF LARICINA
ENERGY LTD., LARICINA GP HOLDING LTD.,
AND 1276158 ALBERTA INC.

APPLICANTS: LARICINA ENERGY LTD., LARICINA GP
HOLDING LTD., AND 1276158 ALBERTA INC.

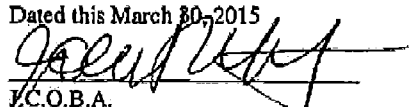
DOCUMENT: INITIAL ORDER

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT
Osler, Hoskin & Harcourt LLP
Suite 2500, 450-1st Street SW
Calgary, Alberta T2P 5H1
Solicitors: A. Robert Anderson, Q.C./Aditya M. Badami
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Matter: 1151294

DATE ON WHICH ORDER WAS PRONOUNCED: Monday, March 30, 2015

NAME OF JUDGE WHO MADE THIS ORDER: Justice S. J. LoVecchio

LOCATION OF HEARING: Calgary Courts Centre

FIAT: Let the Clerk of the Court of
Queen's Bench of Alberta file this Initial
Order after the day the matter was heard.
Dated this March 30, 2015

J.C.Q.B.A.

UPON the Originating Application (the "**Laricina Application**") of Laricina Energy Ltd., Laricina GP Holding Ltd., and 1276158 Alberta Inc. (collectively, the "**Applicant**"); AND UPON having read the Laricina Application, the Affidavit of Glen C. Schmidt and the Confidential Affidavit of Glen C. Schmidt in support of the Laricina Application, the Originating Application (the "**CPPIB Credit Application**") of CPPIB Credit Investments Inc. ("**CPPIB Credit**"), the Affidavit of Syed Mustafa Humayun and the Confidential Supplemental Affidavit of Syed Mustafa Humayun in support of the CPPIB Credit Application; AND UPON reading the consent of PricewaterhouseCoopers Inc. to act as Monitor; AND UPON noting that the secured creditors who are likely to be affected by the charge created herein have been provided notice of this application; AND UPON hearing counsel for the Applicant and for CPPIB Credit, the holder of all of the issued and outstanding 11.50% Senior Secured Notes (the "**Notes**") issued pursuant to an indenture (the "**Indenture**") dated March 20, 2014 and Canadian Imperial Bank of Commerce; **IT IS HEREBY ORDERED AND DECLARED THAT:**

SERVICE

1. The time for service of the notice of application for this order is hereby abridged and deemed good and sufficient and this application is properly returnable today.

APPLICATION

2. The Applicant is a company to which the CCAA applies.

PLAN OF ARRANGEMENT

3. The Applicant shall have the authority to file and may, subject to further order of this Court, file with this Court a plan of compromise or arrangement (hereinafter referred to as the "Plan").

POSSESSION OF PROPERTY AND OPERATIONS

4. The Applicant shall;
 - (a) remain in possession and control of its current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof (the "**Property**");

- (b) subject to further order of this Court, continue to carry on business in a manner consistent with the preservation of its business (the "Business") and Property; and
 - (c) be authorized and empowered to continue to retain and employ the employees, consultants, agents, experts, accountants, counsel and such other persons (collectively "Assistants") currently retained or employed by it, with liberty to retain such further Assistants as it deems reasonably necessary or desirable in the ordinary course of business or for the carrying out of the terms of this Order.
- 5. To the extent permitted by law, the Applicant shall be entitled but not required to pay the following expenses, incurred prior to or after this Order:
 - (a) all outstanding and future wages, salaries, employee and pension benefits, vacation pay and expenses payable on or after the date of this Order, in each case incurred in the ordinary course of business and consistent with existing compensation policies and arrangements; and
 - (b) the fees and disbursements of any Assistants retained or employed by the Applicant in respect of these proceedings, at their standard rates and charges.
- 6. Except as otherwise provided to the contrary herein, and consistent with the Cash Flow Forecast (as defined in paragraph 13), the Applicant shall be entitled but not required to pay all reasonable expenses incurred by the Applicant in carrying on the Business in the ordinary course after this Order, and in carrying out the provisions of this Order, which expenses shall include, without limitation:
 - (a) all expenses and capital expenditures reasonably necessary for the preservation of the Property or the Business including, without limitation, payments on account of insurance (including directors and officers insurance), maintenance and security services;
 - (b) payment for goods or services actually supplied to the Applicant following the date of this Order; and
 - (c) after consultation with CPPIB Credit, payment for certain goods and services supplied to the Applicant prior to the date of this Order by critical suppliers identified by the Applicant, as critical to the ongoing operation or preservation of

its Assets, and as set out in the Cash Flow Forecast and approved by the Monitor, to a maximum of \$2,000,000 in the aggregate.

Where the phrase "consultation with CPPIB Credit" or "consulting with CPPIB Credit" or any variation thereof is used in this Order, it shall not be construed as requiring assent, consent, or the approval of CPPIB Credit.

7. The Applicant shall remit, in accordance with legal requirements, or pay:
- (a) any statutory deemed trust amounts in favour of the Crown in Right of Canada or of any Province thereof or any other taxation authority which are required to be deducted from employees' wages, including, without limitation, amounts in respect of:
 - (i) employment insurance,
 - (ii) Canada Pension Plan, and
 - (iv) income taxes,but only where such statutory deemed trust amounts arise after the date of this Order, or are not required to be remitted until after the date of this Order, unless otherwise ordered by the Court;
 - (b) all goods and services or other applicable sales taxes (collectively, "Sales Taxes") required to be remitted by the Applicant in connection with the sale of goods and services by the Applicant, but only where such Sales Taxes are accrued or collected after the date of this Order, or where such Sales Taxes were accrued or collected prior to the date of this Order but not required to be remitted until on or after the date of this Order; and
 - (c) any amount payable to the Crown in Right of Canada or of any Province thereof or any political subdivision thereof or any other taxation authority in respect of municipal realty, municipal business or other taxes, assessments or levies of any nature or kind which are entitled at law to be paid in priority to claims of secured creditors and which are attributable to or in respect of the carrying on of the Business by the Applicant.

8. Until a real property lease is disclaimed or resiliated in accordance with the CCAA, the Applicant may pay all amounts constituting rent or payable as rent under real property leases (including, for greater certainty, common area maintenance charges, utilities and realty taxes and any other amounts payable as rent to the landlord under the lease) based on the terms of existing lease arrangements or as otherwise may be negotiated by the Applicant from time to time for the period commencing from and including the date of this Order ("Rent"), but shall not pay any rent in arrears.
9. Except as specifically permitted in this Order, the Applicant is hereby directed, until further order of this Court:
 - (a) to make no payments of principal, interest thereon or otherwise on account of amounts owing by the Applicant to any of its creditors as of the date of this Order;
 - (b) to grant no security interests, trust, liens, charges or encumbrances upon or in respect of any of its Property;
 - (c) not to grant credit or incur liabilities except in the ordinary course of the Business; and
 - (d) to make no payments of severance, termination, settlement or other similar amounts without prior consultation with CPPIB Credit and approval of the Monitor.
10. Notwithstanding paragraph 9 herein, the Applicant is authorized and directed to pay to CPPIB Credit interest and reasonable charges of CPPIB Credit's legal counsel and other consultants and advisors, arising both before and after the making of this Order, as and when the same become due and payable, in accordance with the Notes and the Note Indenture.
11. The Applicant shall, within two (2) business days of the date of this Order, make payment to CPPIB Credit of \$20,000,000 which CPPIB Credit shall apply in partial reduction of the principal indebtedness under the Note Obligations (as defined in the Indenture). For greater certainty, the foregoing sum shall not be applied to the Acceleration Payment Amount claimed in the Indenture trustee's Acceleration Notice and

Demand for Payment dated March 16, 2015. At the application to extend the initial Stay Period, the Applicant shall provide particulars of its calculation (which it shall not finalize until it has consulted with CPPIB Credit and with the Monitor), of cash available to partially repay the Note Obligations while still retaining sufficient cash-on-hand for the Applicant's forecasted funding needs (including an amount for contingencies), and shall seek authority and direction to pay such amount to CPPIB Credit.

RESTRUCTURING

12. The Applicant shall subject to such requirements as are imposed by the CCAA, and after consultation with CPPIB Credit and with the Monitor, have the right to:
 - (a) permanently or temporarily cease, downsize or shut down any of its business or operations and to dispose of redundant or non-material assets not exceeding \$500,000 in any one transaction or \$1,500,000 in the aggregate, provided that any sale that is either (i) in excess of the above thresholds, or (ii) in favour of a person related to the Applicant (within the meaning of section 36(5) of the CCAA), shall require authorization by this Court in accordance with section 36 of the CCAA;
 - (b) terminate the employment of such of its employees or temporarily lay off such of its employees as it deems appropriate on such terms as may be agreed upon between the Applicant and such employee, or failing such agreement, to deal with the consequences thereof in the Plan; and
 - (c) pursue all avenues of refinancing of its Business or Property, in whole or part, subject to prior approval of this Court being obtained before any material refinancing,

all of the foregoing to permit the Applicant to proceed with an orderly restructuring of the Business (the "Restructuring").

13. On or before April 7, 2015, the Applicant shall prepare, after consultation with CPPIB Credit and with the Monitor, a detailed cash flow forecast, in form and substance satisfactory to the Monitor (the "Cash Flow Forecast").

14. The Applicant shall provide each of the relevant landlords with notice of the Applicant's intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal. If the landlord disputes the Applicant's entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Applicant, or by further order of this Court upon application by the Applicant on at least two (2) days' notice to such landlord and any such secured creditors. If the Applicant disclaims or resiliates the lease governing such leased premises in accordance with section 32 of the CAA, it shall not be required to pay Rent under such lease pending resolution of any such dispute (other than Rent payable for the notice period provided for in section 32(5) of the CCAA, and the disclaimer or resiliation of the lease shall be without prejudice to the Applicant's claim to the fixtures in dispute.

15. If a notice of disclaimer or resiliation is delivered pursuant to section 32 of the CCAA, then:
 - (a) during the notice period prior to the effective time of the disclaimer or resiliation, the landlord may show the affected leased premises to prospective tenants during normal business hours, on giving the Applicant and the Monitor 24 hours' prior written notice; and
 - (b) at the effective time of the disclaimer or resiliation, the relevant landlord shall be entitled to take possession of any such leased premises without waiver of or prejudice to any claims or rights such landlord may have against the Applicant in respect of such lease or leased premises and such landlord shall be entitled to notify the Applicant of the basis on which it is taking possession and to gain possession of and re-lease such leased premises to any third party or parties on such terms as such landlord considers advisable, provided that nothing herein shall relieve such landlord of its obligation to mitigate any damages claimed in connection therewith.

NO PROCEEDINGS AGAINST THE APPLICANT OR THE PROPERTY

16. Until and including April 24, 2015, or such later date as this Court may order (the "Stay Period"), no proceeding or enforcement process in any court (each, a "Proceeding") shall be commenced or continued against or in respect of the Applicant or the Monitor, or affecting the Business or the Property, except with leave of this Court, and any and all Proceedings currently under way against or in respect of the Applicant or affecting the Business or the Property are hereby stayed and suspended pending further order of this Court. For greater certainty, during the Stay Period, the Applicant shall continue to grant access to CPPIB Credit in accordance with Section 4.20 of the Indenture and any demands by CPPIB Credit for such access (for itself or its designated financial advisor) shall not be deemed to be a Proceeding, as defined above.
17. During the initial Stay Period, the Applicant shall prepare its plan to raise capital to repay the balance of its indebtedness to CPPIB Credit (the "Capital Process"), but shall not finalize its intended Capital Process, without first consulting with CPPIB Credit and with the Monitor. The Applicant shall file an application to approve its Capital Process at the same time as it files any application to extend the initial Stay Period.

NO EXERCISE OF RIGHTS OR REMEDIES

18. During the Stay Period, all rights and remedies of any individual, firm, corporation, governmental body or agency, or any other entities (all of the foregoing, collectively being "Persons" and each being a "Person"), whether judicial or extra-judicial, statutory or non-statutory against or in respect of the Applicant or the Monitor, or affecting the Business or the Property, are hereby stayed and suspended and shall not be commenced, proceeded with or continued except with leave of this Court, provided that nothing in this Order shall:
 - (a) empower the Applicant to carry on any business which the Applicant is not lawfully entitled to carry on;
 - (b) affect such investigations, actions, suits or proceedings by a regulatory body as are permitted by section 11.1 of the CCAA;
 - (c) prevent the filing of any registration to preserve or perfect a security interest; or

- (d) prevent the registration of a claim for lien.
19. Nothing in this Order shall prevent any party from taking an action against the Applicant where such an action must be taken in order to comply with statutory time limitations in order to preserve their rights at law, provided that no further steps shall be taken by such party except in accordance with the other provisions of this Order, and notice in writing of such action be given to the Monitor at the first available opportunity.

NO INTERFERENCE WITH RIGHTS

20. During the Stay Period, no person shall accelerate, suspend, discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Applicant, including, without limitation, any rights or remedies or provision that purports to effect or cause a cessation of operatorship, in any agreement, construction, ownership and operating agreement, joint venture agreement, including specifically the Joint Venture Agreement (the "OSUM JVA") dated June 1, 2006 with Oilsands Underground Mining Corp. and the 1990 CAPL Operating Procedure incorporated into the OSUM JVA, or any such similar agreements to which the Applicant is a party as a result of the occurrence of any default or non-performance by or the insolvency of the Applicant, the making or filing of these proceedings or any allegation, admission or evidence in these proceedings and under no circumstances shall the Applicant be replaced as operator pursuant to any such agreements, including the OSUM JVA, except with the written consent of the Applicant and the Monitor, or leave of this Court.

CONTINUATION OF SERVICES

21. During the Stay Period, all persons having:
- (a) statutory or regulatory mandates for the supply of goods and/or services; or
 - (b) oral or written agreements or arrangements with the Applicant, including without limitation all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation, services, utility or other services to the Business or the Applicant

are hereby restrained until further Order of this Court from discontinuing, altering, interfering with, suspending or terminating the supply of such goods or services as may be required by the Applicant or exercising any other remedy provided under such agreements or arrangements. The Applicant shall be entitled to the continued use of its current premises, telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the usual prices or charges for all such goods or services received after the date of this Order are paid by the Applicant in accordance with the payment practices of the Applicant, or such other practices as may be agreed upon by the supplier or service provider and each of the Applicant and the Monitor, or as may be ordered by this Court. Nothing in this Order has the effect of prohibiting a person from requiring immediate payment for goods, services, use of leased or licensed property or other valuable consideration provided on or after the date of this Order.

NO OBLIGATION TO ADVANCE MONEY OR EXTEND CREDIT

22. Notwithstanding anything else contained in this Order, no creditor of the Applicant shall be under any obligation on or after the date of this Order to advance or re-advance any monies or otherwise extend any credit to the Applicant.

PROCEEDINGS AGAINST DIRECTORS AND OFFICERS

23. During the Stay Period, and except as permitted by subsection 11.03(2) of the CCAA and paragraph 16 of this Order, no Proceeding may be commenced or continued against any of the former, current or future directors or officers of the Applicant with respect to any claim against the directors or officers that arose before the date hereof and that relates to any obligations of the Applicant whereby the directors or officers are alleged under any law to be liable in their capacity as directors or officers for the payment or performance of such obligations, until a compromise or arrangement in respect of the Applicant, if one is filed, is sanctioned by this Court or is refused by the creditors of the Applicant or this Court.

DIRECTORS' AND OFFICERS' INDEMNIFICATION

24. The Applicant shall indemnify its directors and officers against obligations and liabilities that they may incur as directors and or officers of the Applicant after the commencement

of the within proceedings except to the extent that, with respect to any officer or director, the obligation was incurred as a result of the director's or officer's gross negligence or wilful misconduct.

APPOINTMENT OF MONITOR

25. PricewaterhouseCoopers Inc. is hereby appointed pursuant to the CCAA as the Monitor, an officer of this Court, to monitor the Property, Business and financial affairs and the Applicant with the powers and obligations set out in the CCAA or set forth herein and that the Applicant and its shareholders, officers, directors, and Assistants shall advise the Monitor of all material steps taken by the Applicant pursuant to this Order, and shall cooperate fully with the Monitor in the exercise of its powers and discharge of its obligations and provide the Monitor with the assistance that is necessary to enable the Monitor to adequately carry out the Monitor's functions.

26. The Monitor, in addition to its prescribed rights and obligations under the CCAA, is hereby directed and empowered to:
 - (a) monitor the Applicant's receipts and disbursements, Business and dealings with the Property;
 - (b) review the Applicant's expenditure reports on a weekly basis and report to CPPIB Credit, on a weekly basis, listing all variances against the Cash Flow Forecast and including an explanation of any material variances;
 - (c) report to this Court at such times and intervals as the Monitor may deem appropriate with respect to matters relating to the Property, the Business, and such other matters as may be relevant to the proceedings herein and immediately report to the Court if in the opinion of the Monitor there is a material adverse change in the financial circumstances of the Applicant;
 - (d) assist the Applicant, to the extent required by the Applicant, in its dissemination of financial and other information which may be used in these proceedings;
 - (e) advise the Applicant in its preparation of the Applicant's cash flow statements;

- (f) advise the Applicant in its development of the Plan and any amendments to the Plan;
 - (g) advise the Applicant, to the extent required by the Applicant, with the holding and administering of creditors' or shareholders' meetings for voting on the Plan;
 - (h) have full and complete access to the Property, including the premises, books, records, data, including data in electronic form and other financial documents of the Applicant to the extent that is necessary to adequately assess the Applicant's Property, Business and financial affairs or to perform its duties arising under this Order;
 - (i) be at liberty to engage independent legal counsel or such other persons as the Monitor deems necessary or advisable respecting the exercise of its powers and performance of its obligations under this Order;
 - (j) hold funds in trust or in escrow, to the extent required, to facilitate settlements between the Applicant and any other Person;
 - (k) respond to inquiries of CPPIB Credit (or its designated financial advisor) with respect to the CCAA proceedings with or without the presence or the consent of the Applicants, however copies of any written reports provided to CPPIB Credit by the Monitor shall be provided to the Applicant; and
 - (l) perform such other duties as are required by this Order or by this Court from time to time.
27. The Monitor shall not take possession of the Property and shall take no part whatsoever in the management or supervision of the management of the Business and shall not, by fulfilling its obligations hereunder, or by inadvertence in relation to the due exercise of powers or performance of duties under this Order, be deemed to have taken or maintain possession or control of the Business or Property, or any part thereof. Nothing in this Order shall require the Monitor to occupy or to take control, care, charge, possession or management of any of the Property that might be environmentally contaminated, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation,

enhancement, remediation or rehabilitation of the environment or relating to the disposal or waste or other contamination, provided however that this Order does not exempt the Monitor from any duty to report or make disclosure imposed by applicable environmental legislation.

28. The Monitor shall provide any creditor of the Applicant with information provided by the Applicant in response to reasonable requests for information made in writing by such creditor addressed to the Monitor. The Monitor shall not have any responsibility or liability with respect to the information disseminated by it pursuant to this paragraph. In the case of information that the Monitor has been advised by the Applicant is confidential, the Monitor shall not provide such information to creditors unless otherwise directed by this Court or on such terms as the Monitor and the Applicant may agree.
29. The Monitor shall incur no liability or obligation as a result of its appointment or the carrying out of the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part. Nothing in this Order shall derogate from the protections afforded the Monitor by the CCAA or any applicable legislation.
30. The Monitor, counsel to the Monitor, independent counsel to the Applicant's Board of Directors, and counsel to the Applicant shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges, by the Applicant as part of the costs of these proceedings. The Applicant is hereby authorized and directed to pay the accounts of the Monitor, counsel for the Monitor, and counsel for the Applicant on at least a monthly basis.
31. The Monitor and its legal counsel shall pass their accounts from time to time,
32. The Monitor, counsel to the Monitor, and the Applicant's counsel, as security for the professional fees and disbursements incurred both before and after the granting of this Order, shall be entitled to the benefits of and are hereby granted a charge (the "Administration Charge") on the Property, which charge shall not exceed an aggregate amount of \$750,000, as security for their professional fees and disbursements incurred at the normal rates and charges of the Monitor and such counsel, both before and after the

making of this order in respect of these proceedings. The Administration Charge shall have the priority set out in paragraphs 34 and 36 hereof.

INTERIM FINANCING

33. The Applicant has leave to apply hereafter for interim financing if it considers it advisable to do so, and is, but subject to the terms of the loan agreement, permitted to request advances under and utilize its \$15 million operating credit facility with Canadian Imperial Bank of Commerce and is hereby authorized to pay and perform all of its indebtedness, interest, fees, liabilities and obligations to Canadian Imperial Bank of Commerce under and pursuant to its loan agreement with Canadian Imperial Bank of Commerce as and when the same become due and are to be performed, notwithstanding any other provision of this Order.

VALIDITY AND PRIORITY OF ADMINISTRATION CHARGE

34. The Administration Charge shall have a first priority ranking (to the maximum amount of \$750,000).
35. The filing, registration or perfection of the Administration Charge shall not be required, and the Administration Charge shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered, recorded or perfected subsequent to the Administration Charge coming into existence, notwithstanding any such failure to file, register, record or perfect.
36. The Administration Charge shall constitute a charge on the Property and subject always to section 34(11) of the CCAA the Administration Charge shall rank in priority to all other security interests, trusts, liens, charges and encumbrances, claims of secured creditors, statutory or otherwise (collectively, "Encumbrances") in favour of any Person. Notwithstanding the above, the Administration Charge shall not rank in priority to the security held by Canadian Imperial Bank of Commerce.
37. Except as otherwise expressly provided for herein, or as may be approved by this Court, the Applicant shall not grant any Encumbrances over any Property that rank in priority to, or *pari passu* with either of the Administration Charge unless the Applicant also obtains

the prior written consent of the Monitor, the beneficiaries of the Administration Charge, and CPPIB Credit or further order of this Court.

38. The Administration Charge shall not be rendered invalid or unenforceable and the rights and remedies of the chargees entitled to the benefit of the Administration Charge (collectively, the "Chargees") thereunder shall not otherwise be limited or impaired in any way by:
- (a) the pendency of these proceedings and the declarations of insolvency made in this Order;
 - (b) any application(s) for bankruptcy order(s) issued pursuant to the *Bankruptcy and Insolvency Act (Canada)* ("BIA"), or any bankruptcy order made pursuant to such applications;
 - (c) the filing of any assignments for the general benefit of creditors made pursuant to the BIA;
 - (d) the provisions of any federal or provincial statutes; or
 - (e) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any existing loan documents, lease, sublease, offer to lease or other agreement (collectively, an "Agreement") which binds the Applicant, and notwithstanding any provision to the contrary in any Agreement:
 - (i) neither the creation of the Administration Charge nor the execution, delivery, perfection, registration or performance of any documents in respect thereof shall create or be deemed to constitute a new breach by the Applicant of any Agreement to which it is a party;
 - (ii) none of the Chargees shall have any liability to any Person whatsoever as a result of any breach of any Agreement caused by or resulting from the creation of the Administration Charge; and
 - (iii) the payments made by the Applicant pursuant to this order, and the granting of the Administration Charge, do not and will not constitute

preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct or other challengeable or voidable transactions under any applicable law.

ALLOCATION

39. Any interested Person may apply to this Court on notice to any other party likely to be affected, for an order to allocate the Administration Charge amongst the various assets comprising the Property.

KEY EMPLOYEE RETENTION PLAN

40. After consulting with CPPIB Credit and with the Monitor, the Applicant has leave to apply hereafter for the creation of a Key Employee Retention Plan for employees.

SERVICE AND NOTICE

41. The Monitor shall (i) without delay, publish in the Calgary Herald and the Globe and Mail a notice containing the information prescribed under the CCAA; (ii) within five (5) days after the date of this Order (A) make this Order publicly available in the manner prescribed under the CCAA, (B) send, in the prescribed manner, a notice to every known creditor who has a claim against the Applicant of more than \$1,000 and (C) prepare a list showing the names and addresses of those creditors and the estimated amounts of those claims, and make it publicly available in the prescribed manner, all in accordance with section 23(1)(a) of the CCAA and the regulations made thereunder.
42. The Applicant and the Monitor shall be at liberty to serve this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery, facsimile transmission or e-mail to the Applicant's creditors or other interested Persons at their respective addresses as last shown on the records of the Applicant and that any such service or notice by courier, personal delivery, facsimile transmission or e-mail shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing. The Monitor shall

establish and maintain a website in respect of these proceedings at [www.pwc.com/can-
laricina](http://www.pwc.com/can-
laricina) and shall post there as soon as practicable:

- (a) all materials prescribed by statute or regulation to be made publically available;
and
- (b) all applications, reports, affidavits, orders or other materials filed in these proceedings by or behalf of the Monitor, or served upon it, except such materials as are confidential and the subject of a sealing order or pending application for a sealing order.

GENERAL

- 43. The Applicant or the Monitor may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.
- 44. Notwithstanding Rule 6.11 of the *Alberta Rules of Court*, unless otherwise ordered by this Court, the Monitor will report to the Court from time to time, which reporting is not required to be in affidavit form and shall be considered by this Court as evidence.
- 45. Nothing in this Order shall prevent the Monitor from acting as an interim receiver, a receiver, a receiver and manager, or a trustee in bankruptcy of the Applicant, the Business or the Property.
- 46. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States, to give effect to this Order and to assist the Applicant, the Monitor and their respective agents 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 Applicant and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor in any foreign proceeding, or to assist the Applicant and the Monitor and their respective agents in carrying out the terms of this Order.

47. Each of the Applicant and the Monitor be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order and that the Monitor is authorized and empowered to act as a representative in respect of the within proceeding for the purpose of having these proceedings recognized in a jurisdiction outside Canada.
48. Any interested party (including the Applicant and the Monitor) may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to any other party or parties likely to be affected by the order sought or upon such other notice, if any, as this Court may order.
49. This Order and all of its provisions are effective as of 12:01 a.m. Mountain Standard Time on March 26, 2015.

Justice of the Court of Queen's Bench of Alberta