

Form 27

[Rules 6.3 and 10.52(1)]

COURT FILE NUMBER 1401-05127

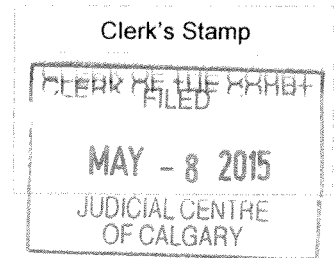
COURT COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY

APPLICANT ALBERTA TREASURY BRANCHES

RESPONDENT: ALSTON ENERGY INC.

DOCUMENT **APPLICATION**



ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

McCARTHY TÉTRAULT LLP
Barristers & Solicitors
Sean F. Collins / Pantelis Kyriakakis
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NOTICE TO RESPONDENT(S)

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

You have the right to state your side of this matter before the master/judge.

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

Date May 15, 2015
Time 2:30 pm
Where Calgary Courts Center
Before Whom The Honourable Justice C.M. Jones

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

Remedy claimed or sought: Alvarez & Marsal Canada Inc. (the "**Receiver**"), in its capacity as receiver and manager of certain of the current and future assets, undertakings, and properties (collectively, the "**Property**") of Alston Energy Inc. (the "**Debtor**"), pursuant to the Order issued by the Honourable Justice K.M. Horner on May 9, 2014 (the "**Receivership Order**"), applies for certain orders, substantially in the forms attached as Schedules "**A**" and "**B**" hereto:

1. Declaring that the time for service of this application (the "**Application**") and the third report of the Receiver, dated May 11, 2015 (the "**Receiver's Report**"), to be filed, is abridged, if necessary, the Application is properly returnable on May 15, 2015, that service of the Application and the Receiver's Report, to be filed, on the persons listed in Schedule "**C**" to this Application (the "**Service List**") is validated, good, and sufficient and that no persons, other than those on the Service List, are entitled to service of the Receiver's Report, to be filed, or the Application.
2. Approving the transaction of purchase and sale, dated April 20, 2015, between WesCan Energy Corp. ("**WesCan**"), as purchaser, and the Debtor, as vendor (the "**PSA**"), and approving the sale and transfer of the Assets (as such term is defined in the PSA) and the vesting to title in the Assets in WesCan, free and clear of all encumbrances, other than the permitted encumbrances, upon the Receiver filling a certificate (the "**Certificate of Closing**") certifying that the Closing (as such term is defined in the PSA) has occurred, and directing and authorizing the Receiver, *nunc pro tunc*, to execute and deliver the PSA to WesCan and to take any and all such steps as the Receiver determines necessary or advisable to close any and all transactions, as contemplated by the PSA.
3. Approving the Receiver's final statement of receipts and disbursements (the "**Final Statement of Receipts and Disbursements**"), as described in the Receiver's Report, to be filed.
4. Approving the interim and final accounts of the Receiver and its legal counsel, as summarized in the Receiver's Report, to be filed.
5. Approving and ordering the Receiver to make the final distributions (the "**Final Distribution**") of the Receiver, on account of any and all charges as outlined in or pursuant to the Receivership Order, with the same priority as outlined therein, which would include, but is not limited to, the Receiver's Charge (as such term is defined in the Receivership Order) and the Receiver's Borrowings Charge (as such term is defined in the Receivership Order), in accordance with the Receiver's Report, to be filed.
6. Authorizing and empowering the Receiver to destroy any and all any documents, accounting records, and other papers, records, and information related to the business or affairs of the Debtor if not collected by any of the current directors of the Debtor by June 30, 2015.
7. Declaring that, as of the date of the Receiver's Report, to be filed, and based on the evidence that is currently before the Court:

- (a) the Receiver has acted honestly and in good faith, and has dealt with the Property in a commercially reasonable manner;
- (b) the actions and conduct of the Receiver are approved and the Receiver has satisfied all of its duties and obligations as receiver and manager of the Property;
- (c) the Receiver shall not be liable for any act or omission including, without limitation, any act or omission pertaining to the discharge of the Receiver's duties as receiver and manager of the Property, save and except for any liability arising out of fraud or wilful misconduct on the part of the Receiver; and,
- (d) any and all claims against the Receiver arising from, relating to, or in connection with, the performance of the Receiver's duties and obligations as receiver and manager of the Property, save and except for claims based on fraud or wilful misconduct on the part of the Receiver, shall be forever barred and extinguished.

8. Ordering that, upon the Certificate of Closing being filed, by the Receiver, with this Honourable Court, the Receiver shall be discharged as receiver and manager of the Property and relieved of all further duties and obligations in respect of the Debtor and the Property.

9. Declaring that, notwithstanding the discharge of the Receiver, the Receiver remains empowered with residual jurisdiction to perform any act necessary or incidental to the conclusion of the receivership of the Debtor or the Property.

10. Declaring that no action or proceeding arising from, relating to, or in connection with, the performance of the Receiver's duties and obligations as receiver and manager of the Property may be commenced, or continued, without the prior leave of this Honourable Court, on notice to the Receiver, and on such terms as this Honourable Court may direct.

11. Ordering and declaring that service of any orders arising from the Application by email, facsimile, registered mail, courier, regular mail, or personal delivery to the persons listed on the Service List shall constitute good and sufficient service of such orders and that no persons, other than those on the Service List, are entitled to be served with a copy of such orders.

12. Such further and other relief as counsel for the Receiver may advise.

Grounds for making this application:

13. The Receiver was appointed as receiver and manager of the Property pursuant to the Receivership Order. Pursuant to the Receivership Order the Receiver is empowered and authorized to sell the Property with the approval of this Honourable Court.
14. The Receiver has negotiated the PSA. The PSA is conditional, *inter alia*, on the approval of this Honourable Court.
15. The Assets being conveyed pursuant to the PSA were sufficiently exposed to the relevant market in a commercially reasonable and fair marketing process. The price to be paid for the Assets being sold pursuant to the PSA represents the highest and best price that can be obtained for the Assets in the circumstances and the PSA, as proposed, is in the best interests of the estate of the Debtor and the stakeholders of the Debtor.
16. Any funds belonging or owing to the Debtor have been gathered or otherwise dealt with. Furthermore, upon the closing of the transactions, as contemplated by the PSA, substantially all of the property of the Debtor will have been dealt with.
17. As such, the administration of the estate of the Debtor is complete and it is appropriate for the distributions, on account of the charges, as created and set out in the Receivership Order, to be made and for the Receiver to be discharged on the terms set forth herein.
18. Such further and other grounds as counsel for the Receiver may advise.

Material or evidence to be relied on:

19. The Receiver's Report, to be filed.
20. Such further and other material as counsel for the Receiver may advise and this Honourable Court may permit.

Applicable Rules:

21. Rule 6.3, 6.9, 6.28, and 11.27 of the Alberta Rules Of Court, Alta. Reg. 124/2010.
22. Such further and other rules as counsel for the Receiver may advise and this Honourable Court may permit.

Applicable acts and regulations:

- 23. Section 243 of the BIA.
- 24. Such further and other acts and regulations as counsel for the Receiver may advise or this Honourable Court may permit.

Any irregularity complained of or objection relied on:

- 25. There are no irregularities complained of or objections relied on.

How the application is proposed to be heard or considered:

- 26. The Receiver proposes that the Application be heard in person with one, some, or all of the parties present.

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 at the 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"

COURT FILE NUMBER 1401-05127

COURT COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY

APPLICANT: ALBERTA TREASURY BRANCHES

RESPONDENT: ALSTON ENERGY INC.

DOCUMENT ORDER (Sale Approval and Vesting)

Clerk's Stamp

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

McCARTHY TÉTRAULT LLP
Barristers & Solicitors
Sean F. Collins / Pantelis Kyriakakis
4000, 421 – 7th Ave. S.W.
Calgary, AB T2P 4K9
Telephone: 403-260-3531
403-260-3536
Facsimile: 403-260-3501
Email: scollins@mccarthy.ca
pkkyriakakis@mccarthy.ca

DATE ON WHICH ORDER WAS PRONOUNCED: May 15, 2015

NAME OF JUDGE WHO MADE THIS ORDER: Justice C.M. Jones

LOCATION OF HEARING: Calgary, Alberta

UPON the application of Alvarez and Marsal Canada Inc., in its capacity as court appointed receiver and manager (the "**Receiver**") of the assets, properties and undertakings (the "**Property**") of Alston Energy Inc. (the "**Debtor**") pursuant to an order issued in the within proceedings on May 9, 2014 (the "**Receivership Order**"); **AND UPON** having read the Application and the Third Report of the Receiver, dated May 11, 2015 (the "**Receiver's Report**"); **AND UPON** having read the Affidavit of Service of •, sworn •, 2015 (the "**Service Affidavit**"); **AND UPON** hearing counsel for the Receiver and any other counsel present;

IT IS HEREBY ORDERED AND DECLARED THAT:

1. Service of the Notice of Application in respect of this Order (the "**Application**") and the Receiver's Report is abridged, the Application is properly returnable today, service of the Application and the Receiver's Report, in the manner described in the Service Affidavit, is good and sufficient, and no other persons are entitled to be served with or given notice of the Application or served with a copy of the Receiver's Report.
2. All capitalized terms used herein and not otherwise defined shall have the meaning ascribed to them in the form of agreement of purchase and sale, dated April 20, 2015, between the Debtor, as Vendor, and WesCan Energy Corp., or its nominee, as Purchaser (the "**PSA**").
3. The Receiver, for and on behalf of the Vendor, is authorized and directed, *nunc pro tunc*, to execute and deliver the PSA to the Purchaser, conclude any and all transactions contemplated by the PSA (the "**Transactions**"), and to take all such steps and execute all such deeds, documents and instruments as may reasonably be necessary to consummate the Transactions contemplated by the PSA, substantially in accordance with the terms of the PSA. Following execution and delivery of the PSA, the Parties may agree to any amendments to the PSA which do not materially and adversely alter the Transactions or the PSA.
4. The Transactions are hereby approved and ratified and it is hereby declared that the Transactions are commercially reasonable.
5. Upon the Receiver filing a certificate (the "**Certificate of Closing**"), certifying that the Transactions have closed, substantially in accordance with the terms, conditions, and covenants contained in the PSA, and that the payment of the Purchase Price, as due and owing by the Purchaser to the Vendor pursuant to the PSA, has been tendered to the Receiver, then:
 - (a) the Assets shall be vested in the name of the Purchaser or its permitted nominee, free of all estate, right, title, interest, royalty, rental, and equity of redemption of the Debtor and any and all persons who claim by, through, or under the Debtor and subject only to the permitted encumbrances identified in the PSA (the "**Permitted Encumbrances**");
 - (b) the Debtor and all Persons who claim by, through, or under the Debtor in respect of the Assets, 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 Assets and, to the extent that any such Person remains in possession or control of any of the Assets, they shall forthwith deliver possession of same to the Purchaser or its permitted nominee; and,

- (c) the Purchaser or its nominee shall be entitled to enter into, hold, and enjoy the Assets for its own use and benefit without any interference of or by the Debtor, or any Person claiming by, through, or under the Debtor.

6. Upon closing of the Transactions, subject only to the Permitted Encumbrances and approval of the transfer of applicable licences, permits, and approvals by the Alberta Energy Regulator (the "**AER**") pursuant to section 24 of the *Oil and Gas Conservation Act* (the "**OGCA**") and section 18 of the *Pipeline Act*, all of the Debtor's right, title and interest in the Assets shall vest in the Purchaser free and clear from all security interests, claim, estate, security, right, title, interest and liens, including but not limited to, claims, hypothecs, mortgages, charges, liens (whether contractual, statutory or otherwise), security interests, assignments, actions, levies, taxes, judgments, writs of execution, trusts or deemed trusts (whether contractual, statutory or otherwise), options, agreements, disputes, debts, encumbrances or other rights, limitations or restrictions of any nature whatsoever, against the Debtor including without limitation any rights or interests of any of the stakeholders or creditors of the Debtor, whether or not they have attached or been perfected, registered or filed, whether secured or unsecured or otherwise, whether liquidated, unliquidated or contingent (all of the foregoing being collectively referred to hereinafter as the "**Claims**"), whether such claims against the Debtor came into existence prior to, subsequent to, or as a result of any previous Order of this Court, by or of all persons or entities of any kind whatsoever, including, without limitation, all individuals, firms, corporations, partnerships, joint ventures, trusts, unincorporated organizations, governmental and administrative bodies, agencies, authorities or tribunals and all other natural persons or corporations, whether acting in their capacity as principals or agents, trustees, executives, administrators or other legal representatives (collectively, the "**Claimants**"), including for greater certainty and without limiting the generality of the foregoing: (i) any Claims held by or in favour of the persons served (either directly or through their solicitors) with the Application; and (ii) the beneficiary of any Claims created or provided for pursuant to any previous Order in these proceedings including, without limitation, the Receivership Order.

7. The Receiver is authorized to deliver to the Purchaser, at the closing of the Transactions, as contemplated by the PSA, one or more general conveyances and/or specific conveyances signed by the Receiver and, upon the filing of the Certificate of Closing, together with any applicable registration fees, all appropriate government authorities are hereby directed to register all transfers or conveyances, as may be required to convey clear title to the Assets to the Purchaser, except for the Permitted Encumbrances, provided that the transfer of any applicable AER licences, permits, or approvals is subject to approval by the AER pursuant to section 24 of the OGCA and section 18 of the *Pipeline Act* and noting that nothing in this order requires the AER to grant such approval. Furthermore, in relation to the Assets situated in the Province of Alberta, and for greater certainty:

- (a) The Registrars of the North and South Alberta Land Registration Districts shall, notwithstanding s. 191(1) of the *Land Titles Act* of Alberta, cancel and discharge all Claims registered against the interests of the Debtor set out in Appendix "A" in respect of the freehold assets of the Debtor located in the Province of Alberta. For further certainty, such Registrars shall not cancel and discharge the registration of any Claims registered against the estates or interests other than the estate or interest of the Debtor;
- (b) The Minister of Energy for Alberta, acting pursuant to the *Mines and Minerals Act*, R.S.A. 2000, c. M-17 shall cancel and discharge all Claims registered against the interests of the Debtor set out in Appendix "A" in respect of the Assets and, without limiting the generality hereof, the Minister shall cancel and discharge all security notices and all assignments under s. 426 (formerly s. 177) of the *Bank Act* (Canada). For further certainty, the Minister of Energy shall not cancel and discharge the registration of any Claims registered against estates or interests other than the estate or interest of the Debtor; and
- (c) The Minister of Energy for Alberta, acting pursuant to the *Mines and Minerals Act*, R.S.A. 2000, c. M-17, shall cancel and discharge all Claims in the nature of builders' liens against the interest of the Debtor set out in Appendix "A" in and to the Assets located in the Province of Alberta. For further certainty, the Minister of Energy shall not cancel and discharge the registration of such builders' liens registered against estates or interests other than the estate or interest of the Debtor.

8. For greater certainty, subject only to the Permitted Encumbrances, the Purchaser shall, by virtue of the completion of the Transactions, have no liability of any kind whatsoever to any Claimants.

9. For the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Assets shall stand in the place and stead of the Assets (the "**Net Proceeds**"), and all Claims and other Encumbrances shall attach to the Net Proceeds from the sale of the Assets with the same priority as they had with respect to the assets immediately prior to the sale, as if the Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

10. The Transactions shall not be void or voidable at the instance of the Claimants and shall not constitute nor shall be deemed to be a settlement, fraudulent preference, assignment, fraudulent conveyance, or other challengeable or reviewable transaction under the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c.B-3, as amended, or any other applicable federal or provincial legislation, and the Transactions or any actions taken therewith, shall not constitute conduct meriting an oppression remedy.

11. The Receiver is at liberty to reapply for further advice, assistance, and direction, as may be necessary to give full force and effect to the terms of this Order.

12. Service of this Order on the Service List (as such term is defined in the Application) by email, facsimile, registered mail, courier, or personal delivery shall constitute good and sufficient service of this Order, and no persons other than those on the Service List are entitled to be served with a copy of this Order.

J.C.Q.B.A.

APPENDIX "A" – CLAIMS TO BE DELETED AND EXPUNGED

FREEHOLD MINERAL TITLES

| <u>Encumbrance No.</u> | <u>Encumbrance Type</u> | <u>Party</u> |
|------------------------|------------------------------------|-------------------------------------|
| 132 374 810 | CAVEAT RE: AGREEMENT CHARGING LAND | ALBERTA TREASURY BRANCHES |
| 132 418 954 | BUILDERS' LIEN | APEX DISTRIBUTION INC. |
| 142 164 256 | BUILDERS' LIEN | TECHMATION ELECTRIC & CONTROLS LTD. |
| 142 190 376 | CERTIFICATE OF LIS PENDENS | N/A |
| 132 418 882 | BUILDERS' LIEN | APEX DISTRIBUTION INC. |
| 142 164 254 | BUILDERS' LIEN | TECHMATION ELECTRIC & CONTROLS LTD. |
| 142 164 255 | BUILDERS' LIEN | TECHMATION ELECTRIC & CONTROLS LTD. |
| 142 190 377 | CERTIFICATE OF LIS PENDENS | N/A |
| 132 418 888 | BUILDERS' LIEN | APEX DISTRIBUTION INC. |
| 142 190 379 | CERTIFICATE OF LIS PENDENS | N/A |
| 142 205 822 | BUILDERS' LIEN | CAL-GAS INC. |
| 142 369 969 | CERTIFICATE OF LIS PENDENS | N/A |
| 132 418 929 | BUILDERS' LIEN | APEX DISTRIBUTION INC. |
| 142 190 369 | CERTIFICATE OF LIS PENDENS | N/A |
| 132 418 895 | BUILDERS' LIEN | APEX DISTRIBUTION INC. |
| 142 190 378 | CERTIFICATE OF LIS PENDENS | N/A |

CROWN MINERAL TITLES

| <u>Encumbrance No.</u> | <u>Encumbrance Type</u> | <u>Party</u> |
|------------------------|-------------------------|------------------------|
| 1303700 | BUILDER'S LIEN | APEX DISTRIBUTION INC. |
| 1401405 | LIS PENDENS | N/A |
| 1303689 | BUILDER'S LIEN | APEX DISTRIBUTION INC. |

| | | |
|---------|-----------------|---------------------------------------|
| 1401394 | LIS PENDENS | N/A |
| 1303701 | BUILDERS' LIEN | APEX DISTRIBUTION INC. |
| 1401406 | LIS PENDENS | N/A |
| 1303696 | BUILDERS' LIEN | APEX DISTRIBUTION INC. |
| 1401401 | LIS PENDENS | N/A |
| 1303705 | BUILDERS' LIEN | APEX DISTRIBUTION INC. |
| 1401410 | LIS PENDENS | N/A |
| 1303706 | BUILDERS' LIEN | APEX DISTRIBUTION INC. |
| 1401411 | LIS PENDENS | N/A |
| 1303113 | SECURITY NOTICE | ALBERTA TREASURY BRANCHES |
| 1303691 | BUILDERS' LIEN | APEX DISTRIBUTION INC. |
| 1401396 | LIS PENDENS | N/A |
| 1303697 | BUILDERS' LIEN | APEX DISTRIBUTION INC. |
| 1401402 | LIS PENDENS | N/A |
| 1303707 | BUILDERS' LIEN | APEX DISTRIBUTION INC. |
| 1401412 | LIS PENDENS | N/A |
| 1401485 | BUILDERS' LIEN | CAL-GAS INC. |
| 1500005 | LIS PENDENS | N/A |
| 1303692 | BUILDERS' LIEN | APEX DISTRIBUTION INC. |
| 1401397 | LIS PENDENS | N/A |
| 1500918 | BUILDERS' LIEN | STATUS ENGINEERING ASSOCIATED LTD. |

SCHEDULE "B"

| | | |
|-------------------|---|---------------|
| COURT FILE NUMBER | 1401-05127 | Clerk's Stamp |
| COURT | COURT OF QUEEN'S BENCH OF ALBERTA | |
| JUDICIAL CENTRE | CALGARY | |
| APPLICANT: | ALBERTA TREASURY BRANCHES | |
| RESPONDENT: | ALSTON ENERGY INC. | |
| DOCUMENT | ORDER (Distribution and Discharge) | |

| | |
|--|--|
| ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT | McCARTHY TÉTRAULT LLP Barristers & Solicitors Sean F. Collins / Pantelis Kyriakakis 4000, 421 – 7 th Ave. S.W. Calgary, AB T2P 4K9 Telephone: 403-260-3531 403-260-3536 Facsimile: 403-260-3501 Email: scollins@mccarthy.ca pkiriakakis@mccarthy.ca |
|--|--|

| | |
|-------------------------------------|--------------------|
| DATE ON WHICH ORDER WAS PRONOUNCED: | May 15, 2015 |
| NAME OF JUDGE WHO MADE THIS ORDER: | Justice C.M. Jones |
| LOCATION OF HEARING: | Calgary, Alberta |

UPON the application (the "**Application**") of Alvarez and Marsal Canada Inc., in its capacity as court appointed receiver and manager (the "**Receiver**") of the assets, properties and undertakings (the "**Property**") of Alston Energy Inc. (the "**Debtor**") pursuant to an order issued in the within proceedings on May 9, 2014 (the "**Receivership Order**"); **AND UPON** having read the Application and the Third Report of the Receiver, dated May 11, 2015 (the "**Receiver's Report**"); **AND UPON** having read the Affidavit of Service of ●, sworn ●, 2015 (the "**Service Affidavit**"); **AND UPON** hearing counsel for the Receiver and any other counsel present;

IT IS HEREBY ORDERED AND DECLARED THAT:

1. The Receiver's final statement of receipts and disbursements, as outlined in the Receiver's Report, be and is hereby approved.

1. The interim and final accounts of the Receiver and its legal counsel, as summarized in the Receiver's Report, be and are hereby approved.

2. The Receiver's final distributions, on account of any and all charges as outlined in or pursuant to the Receivership Order, with the same priority as outlined therein, which would include, but are not limited to, the Receiver's Charge (as such term is defined in the Receivership Order) and the Receiver's Borrowings Charge (as such term is defined in the Receivership Order), in accordance with the Receiver's Report, be and are hereby approved.

3. The Receiver is authorized and empowered to destroy any and all any documents, accounting records, and other papers, records, and information related to the business or affairs of the Debtor, if not collected by any of the current directors of the Debtor by June 30, 2015.

4. As of the date of the Receiver's Report and based on the evidence that is currently before this Honourable Court:

- (a) the Receiver has acted honestly and in good faith, and has dealt with the Property in a commercially reasonable manner;
- (b) the actions and conduct of the Receiver are approved and the Receiver has satisfied all of its duties and obligations as receiver and manager of the Property;
- (c) the Receiver shall not be liable for any act or omission including, without limitation, any act or omission pertaining to the discharge of the Receiver's duties as receiver and manager of the Property, save and except for any liability arising out of fraud or wilful misconduct on the part of the Receiver; and,
- (d) any and all claims against the Receiver arising from, relating to, or in connection with, the performance of the Receiver's duties and obligations as receiver and manager of the Property, save and except for claims based on fraud or wilful misconduct on the part of the Receiver, shall be forever barred and extinguished.

5. Upon the filing of a certificate, by the Receiver, certifying that the agreement of purchase and sale, dated April 20, 2015, between the Debtor, as vendor, and WesCan Energy Corp., or its nominee, as purchaser, has closed, in accordance with all Orders granted as part of the Application, the Receiver shall be discharged as receiver and manager of the Property and relieved of any and all further duties and obligations with respect to the Debtor and the Property.

6. Notwithstanding the discharge of the Receiver in accordance with this Order, the Receiver remains empowered to perform any act necessary or incidental to the conclusion of the receivership of the Debtor or the Property.

7. No action or proceeding arising from, relating to, or in connection with, the performance of the Receiver's duties and obligations as receiver and manager of the Property may be commenced or continued without the prior leave of this Honourable Court, on notice to the Receiver, and on such terms as this Honourable Court may direct.

8. Service of this Order on the Service List (as such term is defined in the Application) by email, facsimile, registered mail, courier, or personal delivery shall constitute good and sufficient service of this Order, and no persons other than those on the Service List are entitled to be served with a copy of this Order.

J.C.Q.B.A.

SCHEDULE "C"**SERVICE LIST**

| | |
|-------------------|-----------------------------------|
| COURT FILE NUMBER | 1401-05127 |
| COURT | COURT OF QUEEN'S BENCH OF ALBERTA |
| JUDICIAL CENTRE | CALGARY |
| APPLICANT | ALBERTA TREASURY BRANCHES |
| RESPONDENT | ALSTON ENERGY INC. |

SERVICE LIST

(Revised May 8, 2015)

| <i>Party</i> | <i>Telephone</i> | <i>Representing</i> |
|---|--|--|
| Alvarez & Marsal Canada ULC Bow Valley Square I Suite 570, 202 - 6th Avenue SW Calgary AB T2P 2R9 Tim Reid treid@alvarezandmarsal.com Orest Konowalchuk okonowalchuk@alvarezandmarsal.com | 403 538-4756 403 538-4736 | Court-Appointed Receiver |
| McCarthy Tetrault Suite 4000 421 - 7 th Avenue S.W. Calgary AB T2P 4K9 Sean Collins scollins@mccarthy.ca Walker MacLeod wmacleod@mccarthy.ca Pantelis Kyriakakis pkiriakakis@mccarthy.ca | 403 260-3531 403 260-3710 403 260-3536 | Counsel for the Court Appointed Receiver |

| <i>Party</i> | <i>Telephone</i> | <i>Representing</i> |
|--|---|--|
| <p>Jack P. Donhuysen 366325 Alberta Ltd. (Personal & Confidential) 200, 1222 - 11th Avenue S.W. Calgary, AB T3C 0M4</p> <p>Jack P. Donhuysen donhuysenj@statuseng.com</p> | 403-245-4462 | <p>Director & Designated Recipient for Service of:</p> <p>Troy Winsor 366325 Alberta Ltd. Don Umbach Wayne Babcock</p> |
| <p>McPherson Leslie & Tyerman LLP 2200 Oxford Tower 10235 – 101 Street Edmonton AB T5J 3G1 Fax: 780 969-3549</p> <p>Atten: Dana Nowak dnowak@mlt.com</p> | 780.969.3506 | Counsel for Hellian Oilfield Services Inc. |
| <p>Norton Rose Fulbright Canada LLP 400 - 3rd Avenue S.W., Suite 3700 Calgary, AB T2P 4H2 Fax: 403-264-5973</p> <p>Howard A. Gorman howard.gorman@nortonrosefulbright.com</p> <p>Kyle Kashuba kyle.kashuba@nortonrosefulbright.com</p> | <p>403 267-8144</p> <p>403 267-8399</p> | Second Wave Petroleum Inc. |
| <p>Carscallen LLP Barristers & Solicitors 1500, 407 - 2nd Street S.W. Calgary, AB T2P 2Y3</p> <p>Glenn Blackett blackett@carscallen.com</p> | 403-262-3775 | Apex Distribution Inc. |
| <p>Husky Energy Inc. 707 - 8 Avenue S.W. Calgary, AB T2P 3G7</p> <p>Cheryl Sickel cheryl.sickel@huskyenergy.com</p> | (403) 750-1839 | |
| <p>Davis LLP 1000, 250 - 2nd Street S.W. Calgary, AB T2P 0C1</p> <p>Peter Jull pjull@davis.ca</p> <p>Karen Fellowes kfellowes@davis.ca</p> | 403-296-4470 | Alberta Treasury Branches |

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