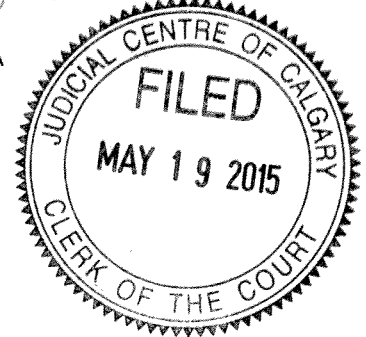


I hereby certify this to be a true copy of  
the original order  
Dated this 19 day of May 2015

123  
for Clerk of the Court

Clerk's Stamp



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 (Distribution and Discharge)

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT  
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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 Marcia Smith, sworn May 12, 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.
2. The interim and final accounts of the Receiver and its legal counsel, as summarized in the Receiver's Report, be and are hereby approved.
3. 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.
4. The Receiver is hereby directed to pay \$142,000 to DLA Piper (Canada) LLP, to be held in trust, pending either an agreement between the Alberta Treasury Branches and the Alberta Energy Regulator or until further order of this Honourable Court, such funds being held in trust without prejudice to the Alberta Energy Regulator's position that it is not a creditor of the Debtor, from the proceeds of the sale following the closing of the transactions contemplated by the agreement of purchase and sale, dated April 20, 2015, between the Debtor, as vendor, and WesCan Energy Corp., or its nominee, as purchaser.
5. The Receiver is expressly authorized and empowered to distribute \$40,986.79 to Status Engineering Associates Ltd. from the proceeds of the sale and upon the closing of the transactions contemplated in the agreement of purchase and sale, dated April 20, 2015, between the Debtor, as vendor, and WesCan Energy Corp., or its nominee, as purchaser.
6. 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.
7. 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.

8. 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.

9. 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.

10. 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. 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.

A handwritten signature in dark ink, appearing to read 'C. J. Santos', is positioned above a horizontal line.

J.C.Q.B.A.