



COURT FILE NUMBER: 1601- 11708 and
1701 - 00143

COURT COURT OF QUEEN'S BENCH
OF ALBERTA

JUDICIAL CENTRE CALGARY

PLAINTIFF BUSINESS DEVELOPMENT BANK OF CANADA

DEFENDANT QUATTRO EXPLORATION AND PRODUCTION LTD.

AND IN THE MATTER OF THE *COMPANIES'*
CREDITORS ARRANGEMENT ACT, RSC 1985, c C-36,
as amended

AND IN THE MATTER OF A PLAN OF
ARRANGEMENT OF QUATTRO EXPLORATION AND
PRODUCTION LTD.

DOCUMENT **APPLICATION (APPOINTMENT OF A RECEIVER AND
MANAGER)**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

Cassels Brock & Blackwell LLP
Suite 1250 Millennium Tower,
440 – 2nd Avenue SW,
Calgary, Alberta, T2P 5E9

Telephone: 403.351.2921
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File No. 33845-205

Attention: Jeffrey Oliver

NOTICE TO RESPONDENTS:

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

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

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

Date: January 5, 2017

Time: 10:00 a.m.

Where: Calgary Courts Centre

Before Whom: The Honourable Madam Justice Eidsvik

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

Remedy claimed or sought:

1. An Order abridging the time for service of this Application and declaring that this Application is properly returnable today, if necessary, and further service of this Application is hereby dispensed with.
2. An order pursuant to s. 11.02(2) of the *Companies Creditors Arrangement Act*, RSC 1985, c C-36, as amended (the “**CCAA**”) lifting, *nunc pro tunc*, the stay of proceedings granted by this Honourable Court on September 8, 2016 in Action No. 1601- 11708, and extended from time to time thereafter, to allow Business Development Bank of Canada (“**BDC**”) to:
 - (a) issue to Quattro Exploration and Production Ltd. (“**Quattro**”) demands for payment and a notice pursuant to s. 244 of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (“**BIA**”);
 - (b) commence Action No. 1701 - _____; and
 - (c) bring this Application.
3. An Order (substantially in the form attached hereto as Schedule “A”) appointing Hardie & Kelly Inc. (“**HKI**”) as receiver and manager over all of the current and future assets, undertakings, and property of Quattro in accordance with, *inter alia*, subsection 243(1) and (1.1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 (“**BIA**”).
4. An order terminating the Interim Credit Facility (as that terms is defined in the Initial Order).
5. An Order (substantially in the form attached hereto as Schedule “B”) sealing the Confidential Affidavit of Derek Church sworn December 29, 2016, the Second Confidential Affidavit of Derek Church sworn January 4, 2017 and the Confidential Reply Brief of BDC dated January 4, 2017.

6. Such other relief as this Honourable Court deems just.

Grounds for making this application:

Background

7. BDC provided Quattro with financing pursuant to various letters of offer (the "**Letters of Offer**"). Under the terms of the Letters of Offer, BDC has the right to demand immediate payment and enforce its security upon the occurrence of an event of default.
8. In correspondence dated July 5, 2016, BDC notified Quattro that it was in default under the Letters of Offer with regard to the maintenance of certain financial covenants. Although BDC advised Quattro that it did not intend to act on the defaults at the time, BDC reserved its right to do so at any time based on its sole discretion and judgment.
9. On August 10, 2016, Quattro commenced restructuring proceedings by filing a Notice of Intention to Make a Proposal (the "**NOI**") pursuant to the BIA. HKI consented to act as proposal trustee. The filing of the NOI provided Quattro with an automatic 30-day stay of proceedings through to September 9, 2016.
10. On September 8, 2016, upon Quattro's application, the Honourable Madam Justice G.A. Campbell of the Alberta Court of Queen's Bench granted an Initial Order (the "**Initial Order**") converting Quattro's restructuring proceedings originally commenced under the BIA to the CCAA. HKI was appointed as the Monitor (the "**Monitor**").
11. The Initial Order provided for, among other things, the continuation of a stay of proceedings through to October 8, 2016 (the "**Stay Period**"). The Initial Order also authorized Quattro to obtain debtor-in-possession financing, which was required to fund Quattro's post-filing operations to enable it to formulate a plan of compromise and arrangement for the consideration of its creditors. Quattro obtained such financing from BDC pursuant to an interim financing agreement, which was the subject of later amendment (the "**Interim Financing Agreement**").
12. Pursuant to the terms of the Initial Order, upon the occurrence of an event of default under, *inter alia*, the Interim Financing Agreement, and 2 days notice to Quattro and the Monitor, the Lender may exercise any and all of its rights and remedies against Quattro

or the property, assets and undertakings of Quattro including, without limitation, seeking the appointment of a court appointed receiver.

13. Quattro subsequently applied for and obtained three extensions of the stay under the CCAA. The first extension dated October 7, 2016 extended the Stay Period to November 30, 2016, the second extension dated November 23, 2016 extended the Stay Period to December 16, 2016, and the third extension dated December 14, 2016 sought to extend the Stay Period to January 16, 2017, however, the Court only extended the Stay Period to January 4, 2017. The Monitor objected to an extension of the Stay Period beyond January 4, 2017 due to significant post-filing payables Quattro had accrued.
14. The Initial Order granted approval for a two-staged sale and investor solicitation process (the "**SISP**") which provided for the delivery of non-binding indications of interest by October 31, 2016 and, for those parties selected to continue to the second stage of the SISP, the delivery of qualified bids by November 28, 2016.
15. Those Bidders selected to continue to the second stage of the SISP submitted formal requests for extensions of the bid deadline to December 9, 2016 ("**Bidder A**") and December 23, 2016 ("**Bidder B**") respectively, in order to complete due diligence and finalize binding bids. The request for an extension of the bid deadline was granted. Despite the provisions of these extensions, Bidder A did not submit a binding asset purchase agreement until December 22, 2016 and Bidder B failed to submit a binding asset purchase agreement. As such, the SISP has failed to yield a binding transaction that is satisfactory to BDC and sufficient to fully pay the debt owed to it in full.
16. There have been significant issues with Quattro's management throughout the course of the CCAA proceeding, including but not limited to:
 - (a) Quattro's post-filing accounts payable balance totalled approximately \$1,020,000 as at December 12, 2016;
 - (b) even in the absence of making the operating, general and administrative and restructuring expenses mentioned above, Quattro will experience a cash deficit commencing the week of February 6, 2017; and

- (c) Quattro is relying on the closing of one or more transaction arising from the SISP or obtaining additional interim financing to allow it to complete its restructuring efforts in order to meet its cash requirements from February 6, 2017 onwards.
17. In correspondence dated September 23, October 14, and October 25, 2016, BDC notified Quattro that it was in default under the Interim Financing Agreement as a result of its failure to meet certain underlying conditions, including the failure to meet various reporting requirements and having negative variances in its receipts in excess of that permitted under the terms of the Interim Financing Agreement. Although BDC advised Quattro that it did not intend to act on the defaults at the time, BDC reserved its right to do so at any time in the future.
 18. BDC eventually waived Quattro's various defaults under the terms of the Interim Financing Agreement (the "**Waiver**") in the interest of ensuring that there was sufficient confidence in the SISP, but BDC's concerns in relation to Quattro's management continued.
 19. Since the Waiver, BDC has determined that a material adverse change has occurred as the SISP has not resulted in a binding offer by the Phase II Bid Deadline (as extended) that will result in the repayment of BDC in full. BDC has therefore terminated the Interim Financing Agreement.
 20. BDC has a first ranking security position with respect to the assets of Quattro, is Quattro's key stakeholder, and is, by far, Quattro's largest secured creditor.

Appointment of Receiver and Manager

21. BDC has lost confidence in Quattro's management and does not believe that Quattro has the ability to successfully attract and close a sales transaction that would realize maximum value for the stakeholders, including BDC.
22. Quattro has now exhausted all funding available pursuant to the Interim Financing Agreement. In light of all the circumstances, including Quattro's significant post-filing trade accounts payable balance and projected negative cash deficit commencing in February 2017, BDC is not agreeable to providing additional interim financing to Quattro and cannot support a further extension of the Stay Period.

23. In order to protect its interests as a major stakeholder, BDC is now applying for an order appointing a receiver and manager of Quattro to operate its business while alternate satisfactory transactions can be pursued.
24. BDC no longer supports Quattro's restructuring efforts under the CCAA. Quattro has been attempting to consummate a successful restructuring since entering BIA proceedings nearly five months ago but has been unable to do so. Initially, BDC supported the process as it was contemplated that transactions would be consummated which would permit BDC to be paid out in full.
25. It is just and equitable to appoint a receiver and manager over the assets, undertakings and properties of Quattro, and HKI has consented to so act.
26. In the circumstances, it is appropriate to appoint a receiver and manager over the assets, undertakings and properties of Quattro.
27. Such further and other grounds as counsel may advise and this Honourable Court may permit.

Evidence to be used in support of this application:

28. The pleadings and subsequent filing in this proceeding.
29. The Affidavit of Derek Church sworn December 29, 2016.
30. The Confidential Affidavit of Derek Church sworn December 29, 2016.
31. The Proposed Monitor's Report, filed September 6, 2016.
32. The First Report of the Monitor, filed September 30, 2016.
33. The Second Report of the Monitor, filed November 4, 2016.
34. The Third Report of the Monitor, filed November 17, 2016.
35. The Fourth Report of the Monitor, filed December 12, 2016.
36. The Fifth Report of the Monitor, dated December 30, 2016.

37. The Second Confidential Affidavit of Derek Church sworn January 4, 2017.
38. The Confidential Reply Brief of BDC dated January 4, 2017.
39. Such further materials as counsel may advise and this Honourable Court may permit.

Applicable Acts and regulations:

40. *Judicature Act*, RSA 2000;
41. *Personal Property Security Act*, RSA 200, s. 65(7)
42. *Bankruptcy and Insolvency Act*, RSC 1985 c B-3 ss. 243(1), 243(1.1) and 244;
43. *Companies Creditors Arrangement Act*, RSC 1985, c.C-36, section 11.02;
44. Rules 1.3(1) and 13.5 of the Alberta *Rules of Court*.

Any irregularity complained of or objection relied on:

45. None.

How the application is proposed to be heard or considered:

46. In person.

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 time shown at the beginning of this form. If you intend to give evidence in response to the application, you must reply by filing an affidavit or other evidence with the Court and serving a copy of that affidavit or other evidence on the applicant(s) a reasonable time before the application is to be heard or considered.

CLERK'S STAMP

COURT FILE NUMBER 1701-
COURT COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE CALGARY
PLAINTIFF BUSINESS DEVELOPMENT BANK OF CANADA
DEFENDANT QUATTRO EXPLORATION AND PRODUCTION LTD.
DOCUMENT **RECEIVERSHIP ORDER**
ADDRESS FOR SERVICE **CASSELS BROCK & BLACKWELL LLP**
AND Millennium Tower
CONTACT INFORMATION Suite 1250, 440 2nd Avenue SW
OF Calgary, Alberta T2P 5E9
PARTY FILING THIS
DOCUMENT Attention: Jeffrey Oliver
Telephone No.: 403-351-2921
Fax No.: 403-648-1151
Client File No.: 33845-205

DATE ON WHICH ORDER WAS PRONOUNCED: January 5, 2017
LOCATION OF HEARING: Calgary, Alberta
NAME OF JUDGE WHO MADE THIS ORDER: Honourable Madam Justice Eidsvik

UPON the application of Business Development Bank of Canada ("**BDC**") in respect of Quattro Exploration and Production Ltd. (the "**Debtor**" or "**Quattro**"); **AND UPON** having read the Notice of Application, the Affidavit of Derek Church sworn December 29, 2016, the Confidential Affidavit of Derek Church sworn December 29, 2016, the Second Confidential Affidavit of Derek Church, sworn January 4, 2017, the Confidential Reply Brief of BDC dated January 4, 2017, the Fifth Report of the Monitor

dated December 30, 2016 and the Sixth Report of the Monitor dated January ●, 2017; **AND UPON** reading the consent of Hardie & Kelly Inc. (“**HKI**”) to act as Receiver and Manager of the Debtor, filed; **AND UPON** hearing counsel for BDC, counsel for the Debtor and counsel for HKI, and any other interested parties in attendance;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

1. The time for service of the notice of application and supporting materials is hereby declared to be good and sufficient, and no other persons are required to have been served with notice of the Application, and time for service of the Application is abridged to that actually given.

LIFTING OF THE STAY

2. The stay of proceedings granted by this Honourable Court on September 8, 2016 in the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36 (the “**CCAA**”) proceedings respecting Quattro in Action No. 1601- 11708 (the “**Initial Order**”), and extended thereafter, is hereby lifted to permit BDC to make its application for this Order and to issue to the Debtor demands for payment and a notice pursuant to subsection 244 of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (“**BIA**”).

TERMINATION OF INTERIM FINANCING AND WAIVER OF NOTICE PERIOD

3. Effective January 5, 2017, the Interim Credit Facility (as that term is defined in the Initial Order) is hereby terminated.

APPOINTMENT

4. Pursuant to section 243(1) and 243(1.1) of the BIA, and sections 13(2) of the *Judicature Act*, R.S.A. 2000, c.J-2, 99(a) of the *Business Corporations Act*, R.S.A. 2000, c.B-9, and 65(7) of the *Personal Property Security Act*, R.S.A. 2000, c.P-7, HKI is hereby appointed Receiver and Manager (the “**Receiver**”), without security, of all of the Debtor's current and future assets, undertakings and

properties of every nature and kind whatsoever, and wherever situate, including all proceeds thereof (the “**Property**”). The Receiver is appointed notwithstanding that the 10 day period under subsection 244 of the BIA has not expired.

RECEIVER'S POWERS

5. The Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:
 - (a) to take possession and control of the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
 - (b) to abandon, renounce, or divest its interest in any of the Debtor's real property, or any right in any immovable, including a license or other authorization issued by the Alberta Energy Regulator (or the equivalent body in Saskatchewan and British Columbia), pursuant to section 14.06(4) of the BIA, notwithstanding the provisions of the *Oil and Gas Conservation Act*, RSA 2000, c O-6, the *Pipeline Act*, RSA 2000, c P-15 and any equivalent legislation in British Columbia and Saskatchewan;
 - (c) to receive, preserve, protect and maintain control of the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
 - (d) to manage, operate and carry on the business of the Debtor, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part other business, or cease to perform any contracts of the Debtor;
 - (e) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on

whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;

- (f) to purchase or lease machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtor or any part or parts thereof;
- (g) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor and to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor;
- (h) to settle, extend or compromise any indebtedness owing to or by the Debtor;
- (i) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtor, for any purpose pursuant to this Order;
- (j) to undertake environmental or workers' health and safety assessments of the Property and operations of the Debtor;
- (k) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtor, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding, and provided further that nothing in this Order shall authorize the Receiver to defend or settle the action in which this Order is made unless otherwise directed by this Court.
- (l) to market any or all the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such

terms and conditions of sale as the Receiver in its discretion may deem appropriate.

- (m) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,
 - (i) without the approval of this Court in respect of any transaction not exceeding \$100,000, provided that the aggregate consideration for all such transactions does not exceed \$500,000; and
 - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause,and in each such case notice under subsection 60(8) of the *Personal Property Security Act*, R.S.A. 2000, c. P-7 shall not be required.
- (n) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (o) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (p) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (q) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtor;
- (r) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtor;

- (s) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have;
- (t) upon the application of the Receiver to this Court upon notice as required pursuant to the BIA, and where the Court is of the opinion on the making of such application that it is proper and in the best interests of the estate to assign the Debtor into bankruptcy or obtain a bankruptcy order against the Debtor; and
- (u) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations;

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Debtor, and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

6. (i) The Debtor, (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "Persons" and each being a "Person") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property (excluding Property subject to liens the validity of which is dependant on maintaining possession) to the Receiver upon the Receiver's request.
7. All Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtor, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the

foregoing, collectively, the “Records”) in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 7 or in paragraph 8 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or documents prepared in contemplation of litigation or due to statutory provisions prohibiting such disclosure.

8. If any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

NO PROCEEDINGS AGAINST THE RECEIVER

9. No proceeding or enforcement process in any court or tribunal (each, a “Proceeding”), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY

10. No Proceeding against or in respect of the Debtor or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtor or the Property are hereby stayed and suspended pending further Order of this Court, provided, however, that nothing in this Order shall: (i) prevent any Person from commencing a proceeding regarding a claim that might otherwise become barred by statute or an existing agreement if such proceeding is not commenced before the expiration of the stay provided by this paragraph 10; and (ii) affect a Regulatory Body's investigation in respect of the debtor or an action, suit or proceeding that is taken in respect of the debtor by or before the Regulatory Body, other than the enforcement of a payment order by the Regulatory Body or the Court. "Regulatory Body" means a person or body that has powers, duties or functions relating to the enforcement or administration of an Act of Parliament or of the legislature of a province.

NO EXERCISE OF RIGHTS OF REMEDIES

11. All rights and remedies (including, without limitation, set-off rights) against the Debtor, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, including, without limitation, any rights or remedies or provisions which purport to effect or cause a cessation of operatorship, in any agreement, construction, ownership and operating agreement, joint venture agreement, or any such similar agreements to which the Debtor is a party, as a result of the occurrence of any default or non-performance by or the insolvency of the Debtor, the making or filing of these proceedings or any allegations or admission or evidence in these proceedings and under no circumstances shall the Debtor be replaced as operator pursuant to any such agreements without further Order of this Court, provided however that nothing in this paragraph shall (i) empower the Receiver or the Debtor to carry on any business which the Debtor is not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtor from compliance with statutory or

regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH THE RECEIVER

12. No Person shall 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 Debtor, without written consent of the Receiver or leave of this Court. Nothing in this Order shall prohibit any party to an eligible financial contract from closing out and terminating such contract in accordance with its terms.

CONTINUATION OF SERVICES

13. All Persons having oral or written agreements with the Debtor or statutory or regulatory mandates for the supply of goods and/or services, 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 Debtor are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and this Court directs that the Receiver shall be entitled to the continued use of the Debtor's current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Debtor or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

14. All funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the

Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "Post Receivership Accounts") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further order of this Court.

EMPLOYEES

15. Subject to employees' rights to terminate their employment, all employees of the Debtor shall remain the employees of the Debtor until such time as the Receiver, on the Debtor's behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*, S.C. 2005, c.47 ("WEPPA").
16. Pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "Sale"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtor, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

17. (a) Notwithstanding anything in any federal or provincial law, the Receiver is not personally liable in that position for any environmental condition that arose or environmental damage that occurred:
- (i) before the Receiver's appointment; or
 - (ii) after the Receiver's appointment unless it is established that the condition arose or the damage occurred as a result of the Receiver's gross negligence or wilful misconduct.
- (b) Nothing in sub-paragraph (a) exempts a Receiver from any duty to report or make disclosure imposed by a law referred to in that sub-paragraph.
- (c) Notwithstanding anything in any federal or provincial law, but subject to sub-paragraph (a) hereof, where an order is made which has the effect of requiring the Receiver to remedy any environmental condition or environmental damage affecting the Property, the Receiver is not personally liable for failure to comply with the order, and is not personally liable for any costs that are or would be incurred by any person in carrying out the terms of the order,
- (i) if, within such time as is specified in the order, within 10 days after the order is made if no time is so specified, within 10 days after the appointment of the Receiver, if the order is in effect when the Receiver is appointed, or during the period of the stay referred to in clause (ii) below, the Receiver:
 - A. complies with the order, or
 - B. on notice to the person who issued the order, abandons, disposes of or otherwise releases any interest in any real property affected by the condition or damage;
 - (ii) during the period of a stay of the order granted, on application made within the time specified in the order referred to in clause (i) above, within 10 days after the order is made or within 10 days

after the appointment of the Receiver, if the order is in effect when the Receiver is appointed, by,

- A. the court or body having jurisdiction under the law pursuant to which the order was made to enable the Receiver to contest the order; or
 - B. the court having jurisdiction in bankruptcy for the purposes of assessing the economic viability of complying with the order; or
- (iii) if the Receiver had, before the order was made, abandoned or renounced or been divested of any interest in any real property affected by the condition or damage.

LIMITATION ON THE RECEIVER'S LIABILITY

18. Except for gross negligence or wilful misconduct, as a result of its appointment or carrying out the provisions of this Order the Receiver shall incur no liability or obligation that exceeds an amount for which it may obtain full indemnity from the Property. Nothing in this Order shall derogate from any limitation on liability or other protection afforded to the Receiver under any applicable law, including, without limitation, Section 14.06, 81.4(5) or 81.6(3) of the BIA.

RECEIVER'S ACCOUNTS

19. The Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case, incurred at their standard rates and charges. The Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "Receiver's Charge") on the Property, as security for such fees and disbursements, incurred both before and after the making of this Order in respect of these proceedings, and the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person but subject to section 14.06(7), 81.4(4) and 81.6(2) of the BIA and subject to paragraph 32 of this Order.

20. The Receiver and its legal counsel shall pass their accounts from time to time.
21. Prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including the legal fees and disbursements, incurred at the normal rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

22. The Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$1,500,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "Receiver's Borrowings Charge") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges set out in sections 14.06(7), 81.4(4) and 81.6(2) of the BIA and subject to paragraph 34 of this Order.
23. Neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.
24. The Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "A" hereto (the "Receiver's Certificates") for any amount borrowed by it pursuant to this Order.

25. The monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

ALLOCATION

26. Any interested party may apply to this Court on notice to any other party likely to be affected, for an order allocating the Receiver's Charge and Receiver's Borrowings Charge amongst the various assets comprising the Property.

GENERAL

27. The Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.
28. Notwithstanding Rule 6.11 of the *Alberta Rules of Court*, unless otherwise ordered by this Court, the Receiver 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.
29. Nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtor.
30. 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 Receiver and its 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 Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.
31. The Receiver 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 Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

32. BDC shall have its costs of this motion, up to and including entry and service of this Order, provided for by the terms of BDC's security or, if not so provided by BDC's security, then on a substantial indemnity basis to be paid by the Receiver from the Debtor's estate with such priority and at such time as this Court may determine.
33. Any interested party may apply to this Court to vary or amend this Order on not less than 7 days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

PRIORITY OF CHARGES

34. The priority of the charges previously granted by this Honourable Court in the CCAA, namely the Administration Charge, the Interim Lender's Charge, and the Directors' Charge (together, the "CCAA Charges") shall continue to charge the Property and the priority of the CCAA Charges, in relation to the Receiver's Charge and the Receiver's Borrowing Charge granted in this Order, shall be as follows:
 - (a) First – Administration Charge (to the maximum amount of \$250,000) on a *pari passu* basis with the Receiver's Charge;
 - (b) Second – Receiver's Borrowing Charge;
 - (c) Third – Interim Lender's Charge (to a maximum amount of \$1,300,000); and
 - (d) Fourth – Directors' Charge (to the maximum amount of \$250,000).

CLAIMS PROCEDURE

35. Until further order of this Court:

- (a) the procedure for the Monitor to notify any creditor of its intention to revise or disallow a Claim as provided by paragraph 25 of the Claims Procedure Order (the “**CPO**”) granted in the CCAA on November 23, 2016; and
 - (b) all other subsequent procedures and processes established by the CPO
- are hereby suspended.

FILING

36. The Receiver shall establish and maintain a website in respect of these proceedings at www.insolvency.net/quattro-exploration-production-ltd/ 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 and other materials filed in these proceedings by or on behalf of the Receiver, or served upon it, except such materials as are confidential and the subject of a sealing order or pending application for a sealing order.

Justice of the Court of Queen’s Bench of
Alberta

SCHEDULE "A"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that HARDIE & KELLY INC., the receiver and manager (the "Receiver") of all of the assets, undertakings and properties of QUATTRO EXPLORATION AND PRODUCTION LTD. appointed by Order of the Court of Queen's Bench of Alberta and Court of Queen's Bench of Alberta in Bankruptcy and Insolvency (collectively, the "Court") dated the 5th day of January, 2017 (the "Order") made in action numbers _____, has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of \$_____, being part of the total principal sum of \$_____ which the Receiver is authorized to borrow under and pursuant to the Order.
2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily] [monthly not in advance on the _____ day of each month] after the date hereof at a notional rate per annum equal to the rate of _____ per cent above the prime commercial lending rate of Bank of _____ from time to time.
3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.
4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at ●.
5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.
6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property) as authorized by the Order and as authorized by any further or other order of the Court.

7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the _____ day of _____, 2017.

HARDIE & KELLY INC., solely in its capacity as Receiver of the Property (as defined in the Order), and not in its personal capacity

Per: _____
Name:
Title:

UPON THE APPLICATION of the Business Development Bank of Canada (“**BDC**”); **AND UPON HAVING READ** the Application of BDC returnable January 5, 2017; the Affidavit of Derek Church sworn December 29, 2016, the Confidential Affidavit of Derek Church, sworn December 29, 2016 (the “**Confidential Affidavit**”), the Second Confidential Affidavit of Derek Church, sworn January 4, 2017 (the “**Second Confidential Affidavit**”), the Confidential Reply Brief of BDC dated January 4, 2016 (the “**Confidential Reply Brief**”), the Fifth Report of the Monitor dated December 30, 2016, and the Sixth Report of the Monitor dated January 5, 2017; **AND UPON HEARING** counsel for the Receiver and other interested parties;

IT IS HEREBY ORDERED AND DECLARED THAT:

1. Service of the Notice of Application and supporting materials is deemed 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.
2. Division 4 of Part 6 of the *Alberta Rules of Court* does not apply to this Application.
3. The Confidential Affidavit, the Second Confidential Affidavit and the Confidential Reply Brief submitted in the within proceedings shall, until the discharge of the Receiver or until further order of this Honourable Court, be sealed and kept confidential, to be shown only to a Justice of the Court of Queen’s Bench of Alberta, and accordingly, shall be filed with the Clerk of the Court who shall keep the Confidential Supplement in a sealed envelope, which shall clearly be marked “SEALED PURSUANT TO THE ORDER OF THE HON. JUSTICE EIDSVIK DATED JANUARY 5, 2017”.
4. Any party may apply to set aside this order upon providing the Receiver and all other interested parties with five (5) days notice of such application.

J.C.C.Q.B.A.