



COURT FILE NUMBER 1601-06765

COURT COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY

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

AND IN THE MATTER OF ENDURANCE
ENERGY LTD.

DOCUMENT **APPLICATION (APPROVAL AND VESTING
ORDER AND STAY EXTENSION)**

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
PARTY FILING THIS
DOCUMENT

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**Attention: Robert I. Thornton /
Leanne Williams / Rachel Bengino**

Client File No: 1751-001

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: Tuesday, September 27, 2016
Time: 12:00 pm
Where: Calgary Courts Centre
601 5th Street S.W., Calgary, Alberta
Before Whom: The Honourable Mr. Justice Macleod

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

This Application is being made by Endurance Energy Ltd. (the "**Applicant**").

Remedy claimed or sought:

1. An Order abridging the time for service of this Application and supporting materials and declaring service to be good and sufficient.
2. An Order in substantially the form of the proposed Order attached hereto as Schedule "A", *inter alia*:
 - (a) approving and authorizing the sale transaction with respect to the BC Purchased Assets (as defined below) (the "**BC Transaction**") contemplated by the asset purchase agreement amongst Endurance and Shanghai Energy Corporation ("**Shanghai Energy**") dated September 21, 2016 (the "**BC Agreement**");
 - (b) upon the delivery of a Monitor's certificate to Shanghai Energy (the "**Monitor's Certificate**") vesting all of the Applicant's right, title and interest to the assets described in the BC Agreement (the "**BC Purchased Assets**") absolutely in Shanghai Energy, free and clear of all interests, liens, charges and encumbrances, other than Permitted Encumbrances (as defined in the BC Agreement);
 - (c) approving and authorizing the sale transaction with respect to the Alta/SK Purchased Assets (as defined below) (the "**Alta/SK Transaction**" and together with the BC Transaction, the "**Transactions**") contemplated by the asset purchase agreement amongst Endurance and 1986114 Alberta Inc. ("**1986114**") dated September 21, 2016 (the "**Alta/SK Agreement**" and together with the BC Agreement, the "**Sale Agreements**");
 - (d) upon delivery of the Monitor's Certificate to 1986114, vesting all of the Applicant's right, title and interest to the assets described in the Alta/SK

Agreement (the “**Alta/SK Purchased Assets**” and together with the BC Purchased Assets, the “**Assets**”) absolutely in 1986114, free and clear of all interests, liens, charges and encumbrances, other than Permitted Encumbrances (as defined in the Alta/SK Agreement);

- (e) sealing Confidential Exhibits “**A**” and “**B**”, attached to the Affidavit of Steven VanSickle, sworn September 23, 2016, in support of this motion;
- (f) extending the Stay of Proceedings (as defined below) from September 30, 2016 to November 25, 2016; and
- (g) such further and other relief as counsel may request and this Honourable Court may deem appropriate in the circumstances.

Grounds for making this Application

3. The Applicant was granted protection under the *Companies’ Creditors Arrangement Act*, RSC 1985, c. C-36, as amended (the “**CCAA**”) pursuant to the Initial Order. FTI Consulting Canada Inc. was appointed as monitor of the Applicant (the “**Monitor**”).
4. The Initial Order granted a stay of proceedings until June 29, 2016 (the “**Stay of Proceedings**”), which was extended by this Honourable Court until September 30, 2016 on August 26, 2016.
5. Since the date of the Initial Order, the Applicant has been working diligently, in consultation with its Financial Advisor (as defined in the Initial Order) and the Monitor, to advance the restructuring proceedings. This includes, but is not limited to, commencing and continuing the Sale Process (as defined in the Sale Process Order of this

Court granted May 30, 2016 as revised pursuant to the Order dated June 22, 2016) in an attempt to sell the Applicant's operations as a going concern.

Sale Process

6. The Applicant and the Financial Advisor, with the consultation of the Monitor and the Lenders, commenced the Sale Process by preparing and delivering a confidential information memorandum and teaser document to potentially interested parties and contacting potentially interested parties. Interested parties were provided the opportunity to sign a non-disclosure agreement and access the virtual data room to conduct due diligence.
7. Interested parties submitted non-binding expressions of interest on or before the target date of June 28, 2016. These parties were contacted by the Financial Advisor and the Applicant and were given an opportunity to clarify their proposals, meet with management, conduct site visits and conduct further due diligence.
8. The deadline for receipt of binding bids ("**Binding Bids**") in accordance with the Sale Process was 11:59 p.m. (Mountain Daylight Time) on July 25, 2016. The Applicant received Binding Bids from interested parties. The Financial Advisor entered into detailed negotiations with those parties that submitted Binding Bids.
9. The Binding Bids were assessed by the Applicant in consultation with the Financial Advisor and the Lenders and under the supervision of the Monitor. Several factors were taken into consideration in this assessment and extensive negotiations continued with the potential purchasers.

10. Ultimately, the joint Binding Bid submitted by Kailas Capital Corp. and Shanghai Energy was determined to be the superior bid, which culminated into the Sale Agreements.
11. The BC Agreement and Alta/SK Agreement are set to close within five (5) and three (3) business days, respectively, following the date on which the requested Approval and Vesting Order is granted, provided that the conditions set out in the respective Sale Agreement have been satisfied or waived.
12. The Assets include, among other things, all lands in the Whitemap Area (as attached to the respective Sale Agreement), leases and licenses of petroleum substances, equipment and facilities located in the Whitemap Area, certain contracts, licenses and wells.
13. The Transactions are supported by the Applicant, the Lenders and the Monitor. The Sale Process was robust and conducted in a fair and reasonable manner. Further, the purchase price of the Assets represents the best possible offer and the fair market value of the Assets.

Stay Period

14. The Applicant is working in good faith and with due diligence in these proceedings. Extending the Stay Period will provide the Applicant with the necessary time to close the Transactions and deal with ancillary issues.
15. The Applicant's cash flow projections demonstrate that the Applicant will have sufficient funds to meet its post-filing obligations through to November 25, 2016.
16. No creditors will be materially prejudiced by the requested extension.

Material or evidence to be relied on:

17. The pleadings and proceedings had and taken in this Action;
18. The Affidavit of Steven VanSickle sworn September 23, 2016;
19. The Sixth Report of the Monitor, to be filed; and
20. Such further or other material or evidence as counsel may advise and this Court may permit.

Applicable Acts and Regulations:

21. *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended; and
22. Such further and other Acts and Regulations as counsel may advise and this Court may permit.

Any irregularity complained of or objection relied on:

23. None.

How the application is proposed to be heard or considered:

24. In person before the Mr. Justice Macleod.

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"

PROPOSED FORM OF APPROVAL AND VESTING ORDER AND STAY EXTENSION

Schedule "A"

COURT FILE NUMBER

1601-06765

Clerk's Stamp

COURT

COURT OF QUEEN'S BENCH OF
ALBERTA

JUDICIAL CENTRE

Calgary

IN THE MATTER OF THE
COMPANIES' *CREDITORS*
ARRANGEMENT ACT, R.S.C. 1985, c.
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APPROVAL AND VESTING ORDER

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Thornton Grout Finnigan LLP
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CANADA

Phone: (416) 304-1616

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**Attention: Robert I. Thornton /
Leanne Williams / Rachel Bengino**

Client File No: 1751-001

DATE ON WHICH ORDER WAS PRONOUNCED: September 27, 2016

LOCATION WHERE ORDER WAS PRONOUNCED: Calgary

NAME OF JUSTICE WHO MADE THIS ORDER: Justice Macleod

UPON THE APPLICATION by Endurance Energy Ltd. (the "**Applicant**") for an order approving the sale transactions (the "**Transactions**") contemplated by the agreement of purchase and sale between the Applicant and Shanghai Energy Corporation (the "**BC Purchaser**") dated September 21, 2016 (the "**BC Agreement**") and between the Applicant and 1994450 Alberta

Inc. (the “**Alta/SK Purchaser**”) dated September 21, 2016 (the “**Alta/SK Agreement**”), redacted copies of which are attached as **Exhibits “A”** and **“B”** respectively to the Affidavit of Steven VanSickle, sworn September 23, 2016 (the “**VanSickle Affidavit**”), and vesting in the BC Purchaser (or its nominee) the Applicant’s right, title and interest in and to the assets described in the BC Agreement (the “**BC Purchased Assets**”) and vesting in the Alta/SK Purchaser (or its nominee) the Applicant’s right, title and interest in and to the assets described in the Alta/SK Agreement (the “**Alta/SK Purchased Assets**”);

AND UPON HAVING READ the VanSickle Affidavit, the Sixth Report of FTI Consulting Canada Inc., in its capacity as Court-Appointed Monitor of the Applicant (in such capacity, the “**Monitor**”; the “**Report**”) and the Affidavit of Service and all other material and evidence filed to date in the within proceedings; **AND UPON HEARING** the submissions of counsel for the Applicant, the Monitor, the Lenders, the Interim Lender, the BC Purchaser and the Alta/SK Purchaser (collectively, the “**Purchasers**”), no one appearing for any other person on the service list, although properly served;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

1. Service of notice of this application and supporting materials is hereby declared to be good and sufficient, and no other person is required to have been served with notice of this application, and time for service of this application is abridged to that actually given.
2. Unless otherwise defined in this Order, all capitalized terms used in this Order shall have the meanings given to them in the BC Agreement or the Alta/SK Agreement (collectively, the “**Sale Agreements**”).

APPROVAL OF TRANSACTIONS

3. The Transactions are hereby approved, and the execution of the Sale Agreements by the Applicant is hereby authorized and approved, with such minor amendments as the Applicant and the Purchasers may agree. The Applicant is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the

completion of the Transactions or for the conveyance of the BC Purchased Assets and the Alta/SK Purchased Assets (collectively, the “**Purchased Assets**”) to the respective Purchasers (or their nominees).

4. The Applicant and the Monitor are authorized and directed to take all such steps, perform, consummate, implement, execute and deliver all such conveyance documents, bills of sale, assignments, conveyances, transfers, deeds, representations, indicia of title, tax elections, documents and instruments of whatsoever nature or kind as may be reasonably be necessary or desirable to consummate the Transaction in accordance with the terms of the Sale Agreement.

VESTING OF THE BC PROPERTY

5. Upon the delivery of a Monitor’s certificate to the BC Purchaser (or its nominee) substantially in the form set out in **Schedule “A”** hereto (the “**Monitor’s Certificate**”), all of the Applicant’s right, title and interest in and to the BC Purchased Assets described in the BC Agreement shall vest absolutely in the name of the BC Purchaser (or its nominee), free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, caveats, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the “**Claims**”) including, without limiting the generality of the foregoing:

- a) any Encumbrances or Charges created by and defined in the Initial Order granted herein on May 30, 2016, as amended and restated (the “**Initial Order**”) or any other Orders granted in this Action;
- b) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (British Columbia) the *Land Title Act* (British Columbia), or any other personal, mineral or real property registry system, and those Claims listed in **Schedule “C”** hereto (all of which are collectively referred to as the “**BC Encumbrances**”, which term shall not include the “Permitted Encumbrances”, as such term is defined in the BC Agreement (the “**BC Permitted Encumbrances**”)); and

- c) for greater certainty, this Court orders that all of the BC Encumbrances affecting or relating to the BC Purchased Assets are hereby expunged and discharged as against the BC Purchased Assets and the Monitor is expressly authorized and empowered, without further Order of this Honourable Court and without notice to any Person, to cause and effect the discharge of any registration that has been made by any Person in any registry of real or personal property in respect of the BC Encumbrances.

VESTING OF THE ALTA/SK PROPERTY

6. Upon the delivery of the Monitor's certificate to the Alta/SK Purchaser (or its nominee), all of the Applicant's right, title and interest in and to the Alta/SK Purchased Assets described in the Alta/SK Agreement shall vest absolutely in the name of the Alta/SK Purchaser (or its nominee), free and clear of and from any and all Claims including, without limiting the generality of the foregoing:

- a) any Encumbrances or Charges created by and defined in the Initial Order or any other Orders granted in this Action;
- b) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Alberta and Saskatchewan) the *Land Title Act* (Alberta and Saskatchewan), the *Mines and Minerals Act* (Alberta), the *Crown Minerals Act* (Saskatchewan) or any other personal, mineral or real property registry system, and those Claims listed in **Schedule "D"** hereto (all of which are collectively referred to as the "**Alta/SK Encumbrances**", which term shall not include the "Alta/SK Permitted Encumbrances", as such term is defined in the Alta/SK Sale Agreement (the "**Alta/SK Permitted Encumbrances**")); and
- c) for greater certainty, this Court orders that all of the Alta/SK Encumbrances affecting or relating to the Alta/SK Purchased Assets are hereby expunged and discharged as against the Purchased Assets and the Monitor is expressly authorized and empowered, without further Order of this Honourable Court and without notice to any Person, to cause and effect the discharge of any registration that has been made by any Person in any registry of real or personal property in respect of the Alta/SK Encumbrances.

7. Upon the delivery of the applicable Monitor's Certificate, and upon the filing of a certified copy of this Order, together with any applicable registration fees, a Registrar or Registrars under the *Land Title Act* (British Columbia, Alberta and Saskatchewan), the Alberta Energy Regulator, the British Columbia Ministry of Natural Gas Development, Upstream Development Division, Tenure and Geoscience Branch, the British Columbia Ministry of Agriculture and Lands, FrontCounterBC, the British Columbia Oil and Gas Commission, the Department of Energy and the Minister of Energy of Alberta, the Ministry of the Economy of Saskatchewan and all other government ministries and authorities in Alberta, Saskatchewan and British Columbia respectively exercising jurisdiction with respect to the Purchased Assets as applicable are hereby authorized, requested and directed to (in each case, as applicable):

- (i) enter the BC Purchaser or the Alta/SK Purchaser, as the case may be, as the owner and/or lessee and/or licensee of the applicable Purchased Assets;
- (ii) delete and expunge from the existing title documents respecting the applicable Purchased Assets all BC Encumbrances or Alta/SK Encumbrances, as the case may be, (including the Claims listed in **Schedules "C" and "D"** respectively, but which for clarity excludes the BC Permitted Encumbrances and the Alta/SK Permitted Encumbrances, as the case may be); and
- (iii) register such transfers, discharges, discharge statements or conveyances, as may be required to convey clear title to the BC Purchased Assets to the BC Purchaser, subject only to the BC Permitted Encumbrances, and to the Alta/SK Purchased Assets to the Alta/SK Purchaser, subject only to the Alta/Sk Permitted Encumbrances, as the case may be.

8. This Order shall be registered by the applicable Registrar notwithstanding the requirements of the respective *Land Titles Act*, and notwithstanding that the appeal period in respect of this Order has not elapsed, which appeal period is expressly waived.

9. Nothing in this Order exempts or relieves the Applicant or the Purchasers from obtaining any consents or approvals or giving any notices required under any enactment of the Provinces of Alberta, Saskatchewan or British Columbia or any agreement, license, permit, approval, certificate or other instrument issued under the authority of an enactment of the Provinces of Alberta, Saskatchewan or British Columbia in connection with any transfer or assignment of any of the Purchased Assets as contemplated in the Sale Agreements or this Order or makes any of the Purchased Assets transferable or assignable if any such Purchased Asset is not, by virtue of an enactment of the Provinces of Alberta, Saskatchewan or British Columbia, transferable or assignable. Notwithstanding any other provision of this Order, the vesting in the Purchasers of the Applicant's right, title and interest in and to any of the Purchased Assets that requires any such consent or approval is not effective unless and until such consent or approval is obtained.

10. For the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the BC Purchased Assets (to be held in an interest bearing trust account by the Monitor) shall stand in the place and stead of the BC Purchased Assets, and from and after the delivery of the Monitor's Certificate all Claims and BC Encumbrances shall attach to the net proceeds from the sale of the BC Purchased Assets with the same priority as they had with respect to the BC Purchased Assets immediately prior to the sale, as if the BC Purchased 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; for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Alta/SK Purchased Assets (to be held in an interest bearing trust account by the Monitor) shall stand in the place and stead of the Alta/SK Purchased Assets, and from and after the delivery of the Monitor's Certificate all Claims and Alta/SK Encumbrances shall attach to the net proceeds from the sale of the Alta/SK Purchased Assets with the same priority as they had with respect to the Alta/SK Purchased Assets immediately prior to the sale, as if the Alta/SK Purchased 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.

11. The Purchasers (and their nominees, if any) shall, by virtue of the completion of the Transactions, have no liability of any kind whatsoever in respect of any Claims against the Applicant.

12. The Applicant and all persons who claim by, through or under the Applicant in respect of the Purchased Assets, save and except for the persons entitled to the benefit of the BC Permitted Encumbrances or Alta/SK Permitted Encumbrances (as the case may be), shall stand absolutely barred and foreclosed from all estate, right, title, interest, royalty, rental and equity of redemption of the Purchased Assets and, to the extent that any such persons remains in possession or control of any of the Purchased Assets, they shall forthwith deliver possession thereof to the Purchasers (or their nominees).

13. The Purchasers (or their nominees) shall be entitled to enter into and upon, hold and enjoy the Purchased Assets for its own use and benefit without any interference of or by the Applicant, or any person claiming by or through or against the Applicant.

14. Immediately after the closing of the BC Transaction, the holders of the BC Permitted Encumbrances shall have no claim whatsoever against the Applicant; immediately after the closing of the Alta/SK Transaction, the holders of the Alta/SK Permitted Encumbrances shall have no claim whatsoever against the Applicant.

15. The Monitor is to file with the Court a copy of the Monitor's Certificate, forthwith after delivery thereof to the Purchasers (or their nominees).

16. Pursuant to clause 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act* and section 20(e) of the *Alberta Personal Information Protection Act*, the Applicant is authorized and permitted to disclose and transfer to the Purchaser all human resources and payroll information in the Applicant's records pertaining to the Applicant's past and current employees, including personal information of those employees listed in the Sale Agreement. The Purchasers (or their nominees) shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by the Applicant.

17. Notwithstanding:

- a) the pendency of these proceedings;

- b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of the Applicant and any bankruptcy order issued pursuant to any such applications;
- c) any assignment in bankruptcy made in respect of the Applicant; and
- d) the provisions of any federal, provincial or state statute:

the vesting of the Purchased Assets in the Purchasers (or their nominees) pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Applicant and shall not be void or voidable by creditors of the Applicant, nor shall it constitute nor be deemed to be a settlement, fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

18. The Monitor, the Applicant and the Purchasers (or their nominees) and any other interested party, shall be at liberty to apply for further advice, assistance and directions as may be necessary in order to give full force and effect to the terms of this Order and to assist and aid the parties in closing the Transactions.

SEALING ORDER

19. The unredacted BC Agreement and Alta/SK Agreement, each attached to the VanSickle Affidavit as Confidential Exhibit "A" and Confidential Exhibit "B", respectively, shall each be sealed on the Court file and not form part of the public record.

20. The Clerk of this Honourable Court shall file the sealed documents in a sealed envelope attached to a notice that sets out the style of cause of these proceedings and states that:

THIS ENVELOPE CONTAINS CONFIDENTIAL MATERIALS FILED BY
ENDURANCE ENERGY LTD.; and

THE CONFIDENTIAL MATERIALS ARE SEALED PURSUANT TO THE SEALING ORDER ISSUED BY THE HONOURABLE MR. JUSTICE A.D. MACLEOD ON SEPTEMBER 27, 2016.

STAY EXTENSION

21. The Stay Period as ordered and defined in paragraph 13 of the Initial Order, as amended, is hereby extended until and including November 25, 2016.

MISCELLANEOUS MATTERS

22. 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 agents in carrying out the terms of this Order. All courts, tribunals regulatory and administrative bodies are hereby respectfully requested to make such orders as to provide such assistance to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Applicant, Monitor and their agents in carrying out the terms of this Order.

23. This Order must be served only upon those interested parties attending or represented at the within application and service may be effected by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following the transmission or delivery of such documents.

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

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

- B. Pursuant to an Order of the Court dated September 27, 2016, the Court approved the agreement of purchase and sale made as of September 21, 2016 (the “**Sale Agreement**”) between the Applicant and [**Name of Purchaser**] (the “**Purchaser**”) and provided for the vesting in the Purchaser of the Applicant’s right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Monitor to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in Articles 11 and 12 of the Sale Agreement have been satisfied or waived by the Applicant and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Monitor.
- C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Sale Agreement.

THE MONITOR CERTIFIES the following:

1. The Purchaser (or its nominee) has paid and the Applicant has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing as set out in Articles 11 and 12 of the Sale Agreement have been satisfied or waived by the Applicant and the Purchaser (or its nominee); and
3. The Transaction has been completed to the satisfaction of the Monitor.
4. This Certificate was delivered by the Monitor at [**Time**] on [**Date**].

FTI Consulting Canada Inc., in its capacity as Court-appointed Monitor of Endurance Energy Ltd., and not in its personal capacity.

Per: _____

Name:

Title:

Schedule “B”

Schedule "C"