



This is Affidavit #4 of Mark Berger in this proceeding and was made on October 14, 2019.

No. S1910194
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

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

AND

IN THE MATTER OF THE *BUSINESS CORPORATIONS ACT*, S.B.C. 2002, c.57

AND

IN THE MATTER OF ENERGOLD DRILLING CORP., CROS-MAN DIRECT
UNDERGROUND LTD., EGD SERVICES LTD., BERTRAM DRILLING CORP., AND
OMNITERRA INTERNATIONAL DRILLING INC.

PETITIONERS

AFFIDAVIT #4 OF MARK BERGER

I, Mark Berger, of 1100, 543 Granville Street, Vancouver, British Columbia, HEREBY SWEAR THAT:

1. I am the Chief Restructuring Officer of the Petitioners, including Bertram Drilling Corp. ("Bertram Drilling"). Accordingly, I have personal knowledge of the facts set out in this Affidavit except where stated to be based on information and belief, in which case I believe both the information and the resulting statements to be true.

2. I swear this Affidavit in support of the Petitioners' application for an order under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "CCAA") to deem Wellsite Masters Ltd. ("Wellsite") as a critical supplier in accordance with section 11.4 of the CCAA and to grant Wellsite a charge (the "Critical Suppliers Charge") over the receivables which become owing to Bertram Drilling by Syncrude Canada Ltd. (the "Charged Receivables").

Services Provided by Wellsite

3. As noted in my Affidavit #3 made October 3, 2019, (the "Third Affidavit"), Wellsite provides data services to Bertram Drilling that are integral to its operations. Wellsite's services track and

monitor Bertram Drilling's projects and create data that is essential for Bertram Drilling to complete its invoicing to clients for the services provided. Without this data, Bertram Drilling is unable to invoice clients for its services.

4. I am advised by Brian Bertram, General Manager of Bertram Drilling, and believe that Wellsite is the only party able to provide this information. In particular, Wellsite provided services to Bertram Drilling in respect of a project completed for Syncrude Canada Ltd. ("**Syncrude**"), and holds the data necessary for Bertram Drilling to complete its invoicing of Syncrude, including information and reports on the work Bertram Drilling completed for Syncrude (the "**Syncrude Data**").

5. Wellsite is owed approximately \$75,000 for services provided prior to September 13, 2019, the date of the Initial Order in these proceedings. The letter from Wellsite dated August 27, 2019 in respect of invoices for services between February 2019 and July 31, 2019 is attached as Exhibit C to the Third Affidavit. The invoices for services provided in August 2019 and between September 1 and 9, 2019 are attached as Exhibits D and E to the Third Affidavit.

6. I am advised by Mr. Bertram and believe that prior to the date of the Initial Order (September 13, 2019), Wellsite stopped providing Bertram Drilling with the Syncrude Data since Bertram Drilling failed to pay Wellsite's outstanding invoices.

7. As set out in the Third Affidavit, Wellsite has refused to provide the Syncrude Data until it pays its pre-filing amounts in full. Based on my discussions with Predrag Ljaljevic, the owner of Wellsite, this continues to be the case. I am advised by Mr. Ljaljevic that Wellsite takes the position the Initial Order does not require that they provide the Syncrude Data since they terminated the provision of service prior to September 13, 2019, and that Wellsite continues to require payment in full of the pre-filing amounts or a charge to secure the pre-filing amounts prior to providing the Syncrude Data.

8. Without the Syncrude Data from Wellsite, Bertram Drilling is unable to complete its invoicing and collection of its accounts receivable owed to Bertram Drilling by Syncrude. It is impossible for Bertram Drilling to issue invoices to Syncrude without Wellsite's data since:

- (a) the Syncrude Data was collected concurrently as Bertram Drilling was completing work on the Syncrude project and it cannot be generated retroactively; and
- (b) there is no alternate supplier for the Syncrude Data.

The Critical Suppliers Charge

9. The Syncrude Data is of significant value to Bertram Drilling since it will allow it to invoice the work completed for Syncrude. As set out in the Third Affidavit, in order to confirm the specific amount owed, Bertram Drilling requires the Syncrude Data from Wellsite, but the revenue is expected to be significant.

10. The Petitioners seek the Critical Suppliers Charge over the Charged Receivables so that they can receive the Syncrude Data, invoice Syncrude and collect the amounts owed to Bertram Drilling.

11. The Petitioners cannot invoice and collect the Charged Receivables from Syncrude without the Syncrude Data from Wellsite. The anticipated value of Charged Receivables is greater than the total amount owed to Wellsite. Accordingly, the Petitioners have determined it is commercially reasonable to request the Critical Suppliers Charge in order to allow Bertram Drilling to invoice Syncrude for its work and to seek payment from Syncrude in an expeditious fashion.

Auburn Hills, Michigan

SWORN BEFORE ME at ~~Chicago, Illinois~~,)
on the 14th day of October, 2019.)
_____)
A notary public for the State of Illinois)
Michigan)

Mark J Berger

MARK BERGER



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PETITIONERS

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