

Clerk's stamp:

COURT FILE NUMBER

1601 - 12571

COURT

COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE

CALGARY

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

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF LIGHTSTREAM RESOURCES LTD, 1863359 ALBERTA LTD, LTS RESOURCES PARTNERSHIP, 1863360 ALBERTA LTD AND BAKKEN RESOURCES PARTNERSHIP

APPLICANTS

LIGHTSTREAM RESOURCES LTD, 1863359 ALBERTA LTD AND 1863360 ALBERTA LTD

PARTIES IN INTEREST

LTS RESOURCES PARTNERSHIP AND BAKKEN RESOURCES PARTNERSHIP

DOCUMENT

APPLICATION (CLAIMS PROCESS)

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

BLAKE, CASSELS & GRAYDON LLP

Barristers and Solicitors

3500 Bankers Hall East

855 – 2nd Street SW

Calgary, Alberta T2P 4J8

Attention: Kelly Bourassa / Milly Chow

Telephone No.: 403-260-9697 / 416-863-2594

Email: kelly.bourassa@blakes.com / milly.chow@blakes.com

Fax No.: 403-260-9700

File: 89691/8

NOTICE TO RESPONDENT

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	<u>November 7, 2016</u>
Time	<u>11:00 a.m.</u>
Where	<u>Calgary Courts Centre</u>
Before Whom	<u>Honourable Madam Justice K.M. Horner</u>

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

Remedy claimed or sought:

1. Lightstream Resources Ltd., 1863359 Alberta Ltd. and 1863360 Alberta Ltd., as applicants (collectively, the "**Applicants**"), in conjunction with LTS Resources Partnership and Bakken Resources Partnership (collectively, the "**CCAA Parties**"), are seeking an Order substantially in the form attached hereto as Schedule "A" (the "**Claims Process Order**"):
 - (a) abridging the time for service of this Application, if necessary, and declaring that this Application is properly returnable today and further service of this Application, other than to those listed on the Service List attached hereto as Schedule "B", is hereby dispensed with;
 - (b) approving the commencement of a claims process (the "**Claims Process**") in order to determine, assess and categorize the claims and potential claims against the Applicants and the CCAA Parties; and
 - (c) such further and other relief as counsel may request and this Honourable Court may deem appropriate.

Grounds for making this application:

2. The grounds upon which the Applicants rely in making the within Application for the Claims Process Order are as follows:
 - (a) the Applicants and CCAA Parties were granted protection from their creditors under the *Companies' Creditors Arrangement Act*, RSC 1985, c C-36, as amended (the "CCAA"), pursuant to an initial order granted by the Honourable Mr. Justice A.D. Macleod on September 26, 2016 (the "**Initial Order**");
 - (b) the Initial Order, among other things, approved the Sale Procedures (as defined in the Initial Order) and authorized and directed the Applicants to perform their obligations thereunder;
 - (c) the Applicants and CCAA Parties have been working diligently since the commencement of the CCAA proceedings by, among other things, performing their duties and obligations under the Sale Procedures;
 - (d) the Applicants and CCAA Parties are moving into Phase II of the Sale Procedures and it is appropriate for the Monitor, the Applicants and the CCAA Parties to undertake a process to determine all claims that potential creditors may have against the Applicants, the CCAA Parties and the directors and officers of the Applicants;
 - (e) the proposed Claims Process sets out a process to be administered by the Monitor that calls for all claims arising prior to the date of the Initial Order, including any and all claims against the Applicants and CCAA Parties, the directors and officers of the Applicants, all Priority Claims and Directors' Charge Claims (each as defined in the draft Claims Process Order) to be submitted on or before a claims bar date of December 7, 2016;
 - (f) the proposed Claims Process also sets a bar date for any Restructuring Claims (as defined in the draft Claims Process Order) arising subsequent to the Initial Order,

which is the later of (i) 15 days after the date on which the Monitor sends a claims package and (ii) the Claims Bar Date;

- (g) the proposed Claims Process is consistent with the purposes of the CCAA and is designed to create a process that will allow for a timely review of all potential claims against the Applicants, the CCAA Parties and the Applicants' directors and officers in a fair and consistent manner; and
- (h) such further and other grounds as counsel may advise and this Honourable Court may permit.

Material or evidence to be relied on:

- 3. The Applicants intend to rely upon the following materials:
 - (a) the Initial Order;
 - (b) the Affidavit of Peter D. Scott sworn October 31, 2016, filed;
 - (c) the Second Report of the Monitor, to be filed;
 - (d) all pleadings and proceedings filed in this action; and
 - (e) such further and other materials as counsel may advise and this Honourable Court may permit.

Applicable rules:

- 4. The Applicants will rely upon and refer to the *Alberta Rules of Court* during the making of the Application.

Applicable Acts and regulations:

- 5. The Applicants will rely upon and refer to the provisions of the CCAA during the making of the Application.

Any irregularity complained of or objection relied on:

6. None.

How application is proposed to be heard or considered:

7. Oral submission by counsel at an application before the Honourable Madam. Justice K.M. Horner at 11:00 a.m. on November 7, 2016.

AFFIDAVIT EVIDENCE IS REQUIRED IF YOU WISH TO OBJECT.

WARNING

If you do not come to Court either in person or by your lawyer, the Court may give the Applicants 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 Applicants.

Schedule "A"

Form of Claims Process Order

(see attached)

Clerk's stamp:

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

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF LIGHTSTREAM RESOURCES LTD, 1863359 ALBERTA LTD, LTS RESOURCES PARTNERSHIP, 1863360 ALBERTA LTD AND BAKKEN RESOURCES PARTNERSHIP

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ORDER (CLAIMS PROCESS)

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Email: kelly.bourassa@blakes.com/milly.chow@blakes.com

Fax No.: 403-260-9700

File: 89691/8

DATE ON WHICH ORDER WAS PRONOUNCED: November 7, 2016

LOCATION OF HEARING:

Calgary Court Centre, Justice Chambers

NAME OF JUDGE WHO MADE THIS ORDER:

The Honourable Madam Justice K.M. Horner

UPON the application (the "**Application**") of Lightstream Resources Ltd. ("**LTS**"), 1863359 Alberta Ltd. and 1863360 Alberta Ltd. (collectively, the "**Applicants**"), LTS Resources Partnership and Bakken Resources Partnership (collectively, the "**CCAA Parties**"), pursuant to the *Companies' Creditors Arrangement Act*, RSC 1985, c C-36, as amended (the "**CCAA**") for an order establishing a claims process (the "**Claims Process**") for the identification and quantification of certain claims against (i) the Applicants and the CCAA Parties, and (ii) the current and former directors and officers of the Applicants; **AND UPON** reading the Application (Claims Process), the Affidavit of Peter D. Scott sworn October 31, 2016, and the Second Report of FTI Consulting Canada Inc. (the "**Second Report**") in its capacity as Court-appointed monitor of the Applicants (the "**Monitor**"); **AND UPON** hearing counsel for the Applicants, the Monitor and any other interested parties present;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

1. Service of this Application is hereby abridged, if necessary, and the Application is properly returnable today and any requirement for service of the Application upon any party not served is hereby dispensed with.

DEFINITIONS AND INTERPRETATION

2. Capitalized terms used and not otherwise defined herein shall have the meaning ascribed to them in the Initial Order in these proceedings (the "**CCAA Proceedings**") dated September 26, 2016 (the "**Initial Order**").
3. For the purposes of this Order (this "**Order**"), the following terms shall have the following meanings:
 - (a) "**Assessments**" means Claims of Her Majesty the Queen in Right of Canada or of any Province or Territory or Municipality or any other taxation authority in any Canadian or foreign jurisdiction, including, without limitation, amounts which may arise or have arisen under any notice of assessment, notice of objection, notice of reassessment, notice of appeal, audit, investigation, demand or similar request from any taxation authority;

- (b) "**Business**" means the business of the Applicants and the CCAA Parties.
- (c) "**Business Day**" means a day, other than a Saturday or a Sunday, on which banks are generally open for business in Calgary, Alberta;
- (d) "**Claim**" means:
 - (i) any right or claim of any Person against any one or more of the Applicants, the CCAA Parties or the Directors and/or Officers, howsoever arising, whether or not asserted, in connection with any indebtedness, liability or obligation of any kind of any one or more of the Applicants, the CCAA Parties or the Directors and/or Officers in existence on the Filing Date, and any interest accrued thereon or costs payable in respect thereof, whether or not such right or claim is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, perfected, unperfected, present, future, known, unknown, by guarantee, by surety or otherwise, and whether or not such right is executory or anticipatory in nature, including any Assessment and any right or ability of any Person to advance a claim for contribution or indemnity or otherwise with respect to any matter, action, cause or chose in action, whether existing at present or commenced in the future, which indebtedness, liability or obligation is based in whole or in part on facts that existed prior to the Filing Date and any other claims that would have been claims provable in bankruptcy had such Applicant or CCAA Party become bankrupt on the Filing Date, including for greater certainty any equity claim and any claim against any of the Applicants or CCAA Parties for indemnification by any Director or Officer, but excluding any such claim for indemnification that is covered by the Directors' Charge or is a Priority Claim (each, a "**Prefiling Claim**", and collectively, the "**Prefiling Claims**");
 - (ii) any right or claim of any Person against any one or more of the Applicants or the CCAA Parties in connection with any indebtedness, liability or obligation of any kind whatsoever owed by any such Applicant or CCAA

Party to such Person arising out of (A) the restructuring, disclaimer, resiliation, termination or breach by such Applicant or CCAA Party on or after the Filing Date of any contract, lease or other agreement whether written or oral, and (B) any other action taken by one or more of the Applicants or the CCAA Parties on or after the Filing Date (each, a "**Restructuring Period Claim**", and collectively, the "**Restructuring Period Claims**");

- (iii) any right or claim of any Person, howsoever arising, whether or not such right or claim is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, perfected, unperfected, present, future, known, or unknown, by guarantee, surety or otherwise, and whether or not such right is executory or anticipatory in nature, excluding however any right or claim for Sales Taxes (as defined in the Initial Order) or employee wages, vacation pay and remittances arising after the Filing Date in connection with these CCAA Proceedings, but including any Assessments and any right or ability of any Person to advance a claim for contribution, indemnity or otherwise, against one or more of the Directors and/or Officers arising after the Filing Date in connection with these CCAA Proceedings that is indemnified by the Applicants, to which the Directors and/or Officers are entitled to the benefit of the Directors' Charge (each a "**Directors' Charge Claim**", and collectively, the "**Directors' Charge Claims**"); and
- (iv) any claims or portion thereof against the Applicants or the CCAA Parties that rank *pari passu* with, or are senior in priority to, the Second Lien Indebtedness (other than the Credit Facility or any form of replacement of the Credit Facility), with the exception of the following with respect to claims or rights arising after the Filing Date:
 - A. any claims subject to a statutory deemed trust as described in section 37(2) of the CCAA (inclusive of the statutory deemed

trusts described in paragraph 9(a) of the Initial Order) or subject to a statutory lien as described in section 38(3) of the CCAA;

- B. any unpaid Sales Taxes required to be paid pursuant to paragraph 9(b) of the Initial Order;
- C. all municipal realty, municipal business or other taxes, assessments or levies of any kind or nature attributable to or in respect of the carrying on of the Business accrued and unpaid by the Applicants and the CCAA Parties accrued and required to be paid pursuant to paragraph 9(c) of the Initial Order; and
- D. any accrued and unpaid amounts in respect of the type of claims (but not amounts) subject to section 36(7) of the CCAA and sections 6(5)(a) and 6(6)(a) of the CCAA in respect of Employees (except for such amounts assumed by a purchaser of the Business),

(each a "**Priority Claim**", and collectively, the "**Priority Claims**"),

provided that in any case "**Claim**" shall not include any right or claim in respect of an amount owing to a Person by one or more of the Applicants, CCAA Parties or Directors and/or Officers that is an Excluded Claim;

- (e) "**Claims Bar Date**" means 5:00 p.m. (Mountain Time) on December 7, 2016 or such later date as may be ordered by the Court;
- (f) "**Claims Package**" means the document package which shall be disseminated by the Monitor to any potential Creditor in accordance with the terms of this Order and shall consist of a copy of the Instruction Letter, the Proof of Claim, the Notice to Creditors and such other materials as the Monitor, in consultation with the Applicants and CCAA Parties, may consider appropriate;

- (g) "**Claims Process**" means the procedures outlined in this Order in connection with the assertion of Claims against the Applicants and the CCAA Parties and/or the Directors and Officers;
- (h) "**Court**" means the Court of Queen's Bench of Alberta;
- (i) "**Credit Agreement**" has the meaning set forth in paragraph 3(m) of this Order.
- (j) "**Credit Bid**" means the credit bid of the full amount of the Second Lien Indebtedness for the business and assets of the Applicants and the CCAA Parties in accordance with the sale procedures approved by this Court on September 26, 2016;
- (k) "**Creditor**" means any Person having or asserting a Claim;
- (l) "**Credit Facility**" means the credit facilities under the third amended and restated credit agreement dated May 29, 2015, as amended by a consent and first amending agreement made as of June 30, 2015, and as further amended by a second amending agreement made as of December 2, 2015, as it may be further amended, restated or supplemented, replaced or otherwise modified from time to time (collectively, the "**Credit Agreement**"), among LTS, as borrower, the lenders party thereto, and The Toronto Dominion Bank, as administration agent;
- (m) "**Director**" means anyone who is or was or may be deemed to be or have been, whether by statute, operation of law or otherwise, a director or *de facto* director of any of the Applicants, in such capacity;
- (n) "**Employees**" means all employees of the Applicants or CCAA Parties as at the Filing Date and "**Employee**" means any one of them, in such capacity;
- (o) "**Excluded Claim**" means any:
 - (i) Claim secured by the Administration Charge, the Credit Card Charge, the KERP Charge, the KEIP Charge and the Financial Advisors' Charge (each as defined in the Initial Order);

- (ii) Claim enumerated in paragraph 3(e)(iv)(A) through (D) of this Order; and
- (iii) Claim of the Toronto Dominion Bank under the Credit Facility in connection with cash management services.

- (p) "**Filing Date**" means the date of the Initial Order;
- (q) "**Instruction Letter**" means the letter containing instructions for completing the Proof of Claim form, substantially in the form attached as Schedule "A" hereto; and
- (r) "**Meetings**" and each a "**Meeting**" means a meeting of the Creditors of the Applicants and CCAA Parties called for the purpose of considering and voting in respect of a Plan;
- (s) "**Monitor's Website**", means <http://cfcanada.fticonsulting.com/Lightstream>;
- (t) "**Notice to Creditors**" means the notice for publication by the Monitor as described in paragraph 14 herein, substantially in the form attached as Schedule "B" hereto;
- (u) "**Notice of Dispute**" means the form substantially in the form attached as Schedule "E" hereto;
- (v) "**Notice of Revision or Disallowance**" means the form substantially in the form attached as Schedule "D" hereto, advising a Person that the Monitor has revised or disallowed all or part of its Proof of Claim for the purposes of voting and/or distribution, and providing the reasons for the revision or disallowance;
- (w) "**Officers**" means anyone who is or was or may be deemed to be or have been whether by statute, operation of law or otherwise, an officer or *de facto* officer of any of the Applicants;
- (x) "**Person**" means any individual, firm, corporation, limited or unlimited liability company, general or limited partnership, association, trust (including a real estate

investment trust), unincorporated organization, joint venture, government or any agency or instrumentality thereof or any other entity;

- (y) "**Plan**" means any proposed plan of compromise or arrangement that may be filed in respect of any or all of the Applicants and CCAA Parties pursuant to the CCAA as the same may be amended, supplemented or restated from time to time in accordance the terms thereof;
- (z) "**Proof of Claim**" means the proof of claim referred to herein to be filed by Creditors in respect of Prefiling Claims, Restructuring Period Claims, Directors' Charge Claims and Priority Claims, substantially in the form attached as Schedule "C" hereto, which shall include all supporting documentation in respect of such Claim;
- (aa) "**Restructuring Period Claims Bar Date**" means, in respect of a Restructuring Period Claim, the later of (i) 15 days after the date on which the Monitor sends a Claims Package with respect to such Restructuring Period Claim, and (ii) the Claims Bar Date;
- (bb) "**Second Lien Indebtedness**" means the full amount of all of the obligations and liabilities of any kind owed under or in connection with that indenture (the "**Second Lien Note Indenture**") dated as of July 2, 2015 among LTS, as issuer, and the Applicants and the CCAA Parties, as guarantors, and the trustee thereto, including all outstanding principal, accrued and unpaid interest, premiums, make-whole, fees, costs and expenses (which, for clarity, shall be in an amount not less than US\$650,000,000.00 in respect of principal, US\$48,200,000.00 in respect of the make-whole obligation under the Second Lien Note Indenture, which make-whole amount shall be adjusted to the date of payment in full of the obligations thereunder in accordance with the Second Lien Indenture), and all other accrued interest, fees, costs, expenses and other amounts of any kind owing in respect of the Second Lien Note Indenture to the date of payment in full of the obligations thereunder;

4. All references as to time herein shall mean local time in Calgary, Alberta, Canada, and any reference to an event occurring on a Business Day shall mean prior to 5:00 p.m. on such Business Day unless otherwise indicated herein, and any reference to an event occurring on a day that is not a Business Day shall mean the next following day that is a Business Day.
5. All references to the word "including" shall mean "including without limitation", all references to the singular herein include the plural, the plural include the singular, and any gender includes all genders.

GENERAL PROVISIONS

6. Any Claim denominated in a foreign currency shall be converted to Canadian dollars at the Bank of Canada noon spot exchange rate in effect at the Filing Date.
7. Notwithstanding any other provisions of this Order, the solicitation by the Monitor, the Applicants or the CCAA Parties of Proofs of Claim, and the filing by any Claimant of any Proof of Claim shall not, for that reason only, grant any Person any standing in the CCAA Proceedings, right to any distribution in the CCAA Proceedings or right to participate in any Plan.
8. The Monitor is hereby authorized to use reasonable discretion as to the adequacy of compliance with respect to the manner in which any forms delivered hereunder are completed and executed and the time in which they are submitted, and may, where the Monitor is satisfied that a Claim has been adequately proven, waive strict compliance with the requirements of this Order, including in respect of the completion, execution and time of delivery of such forms.
9. Amounts claimed in Assessments issued after the Filing Date shall be subject to this Order and there shall be no presumption of validity or deeming of the amount due in respect of the Claim set out in any Assessment where such Assessment was issued after the Filing Date.

MONITOR'S ROLE

10. In addition to its prescribed rights, duties, responsibilities and obligations under the CCAA, the Initial Order and any other orders of the Court in the CCAA Proceedings, the Monitor is hereby directed and empowered to implement the Claims Process set out herein and to take such other actions and fulfill such other roles as are authorized by this Order or incidental thereto.
11. The Monitor (i) shall have all of the protections given to it by the CCAA, the Initial Order, any other orders of the Court in the CCAA Proceedings, and this Order, or as an officer of the Court, including the stay of proceedings in its favour; (ii) shall incur no liability or obligation as a result of the carrying out of the provisions of this Order, other than in respect of its gross negligence or wilful misconduct; (iii) shall be entitled to rely on the books and records of the Applicants and the CCAA Parties and any information provided by the Applicants and the CCAA Parties, all without independent investigation; (iv) shall not be liable for any claims or damages resulting from any errors or omissions in such books, records or information; and (v) may seek such assistance as may be reasonably required to carry out its duties and obligations pursuant to this Order from the Applicants or any of its subsidiary or affiliated companies, partnerships, or other corporate entities, including, without limitation, making such inquiries and obtaining such records and information as it deems appropriate in connection with the Claims Process.
12. The Applicants and the CCAA Parties and their current and former shareholders, Officers, Directors, employees, agents and representatives shall fully cooperate with the Monitor in the exercise of its powers and discharge of its duties and obligations under this Order.

NOTICE TO CREDITORS

13. As soon as practicable, but no later than 5:00 p.m. on November 9, 2016 the Monitor shall cause a Claims Package to be sent to:
 - (a) each party that appears on the Service List or has requested a Claims Package;
 - and

- (b) all known Creditors, other than Employees, as evidenced by the books and records of the Applicants and the CCAA Parties at their respective last known addresses as recorded in the Applicants' and CCAA Parties' books and records.

For greater certainty, the Monitor shall not be required to send a Claims Package to any person having or asserting an Excluded Claim.

14. The Monitor shall cause the Notice to Creditors to be published for at least two (2) Business Days in the Globe and Mail (National Edition) and the Calgary Herald by no later than 5:00 p.m. on November 9, 2016, or as soon as practicable.
15. The Monitor shall cause the Claims Package to be posted to the Monitor's Website by no later than 5:00 p.m. on November 8, 2016.
16. To the extent any Creditor requests documents or information relating to the Claims Process prior to the Claims Bar Date or if the Applicants, the CCAA Parties or the Monitor become aware of any further Claims, the Monitor shall forthwith send such Creditor a Claims Package, direct such Creditor to the documents posted on the Monitor's Website or otherwise respond to the request for documents or information as the Monitor may consider appropriate in the circumstances.
17. The Claims Process and the forms of Notice to Creditors, Instruction Letter, Proof of Claim, Notice of Revision or Disallowance and Notice of Dispute are hereby approved. Notwithstanding the foregoing, the Monitor may, from time to time, make minor non-substantive changes to the forms as the Monitor, in its sole discretion, may consider necessary or desirable.
18. The sending of the Claims Package to the Creditors and the publication of the Notice to Creditors, in accordance with this Order, and the completion of the other requirements of this Order, shall constitute good and sufficient service and delivery of notice of this Order, the Claims Bar Date and the Restructuring Period Claims Bar Date on all Persons who may be entitled to receive notice and who may wish to assert a Claim, and no other notice or service need be given or made and no other document or material need be sent to or served upon any Person in respect of this Order.

FILING OF PROOFS OF CLAIMS

Prefiling Claims

19. Any Creditor that intends to assert a Prefiling Claim shall file a Proof of Claim with the Monitor on or before the Claims Bar Date. For the avoidance of doubt, a Proof of Claim must be filed by every Creditor in respect of every Prefiling Claim, regardless of whether or not a legal proceeding in respect of such Prefiling Claim has been previously commenced.
20. Any Creditor that does not file a Proof of Claim so that such Proof of Claim is received by the Monitor on or before the Claims Bar Date, or such later date as the Monitor may agree to in writing or the Court may otherwise direct:
 - (a) be and is hereby forever barred, estopped and enjoined from asserting or enforcing any such Prefiling Claim against any of the Applicants or the CCAA Parties and all such Prefiling Claims shall be forever extinguished;
 - (b) will not be permitted to vote at any Meeting on account of such Prefiling Claim(s);
 - (c) will not be entitled to receive further notice with respect to the Claims Process or these proceedings unless the Monitor and/or the Applicants and CCAA Parties become aware that such Creditor has another Claim; and
 - (d) will not be permitted to participate in (i) any distribution of proceeds from a transaction pursuant to the Sale Procedures or any other distribution to Creditors in the CCAA Proceedings; or (ii) any Plan, on account of such Prefiling Claim(s).

Restructuring Period Claims

21. Upon becoming aware of a circumstance giving rise to a Restructuring Period Claim, the Monitor shall send a Claims Package to the Creditor in respect of such Restructuring Period Claim in the manner provided for herein.
22. Any Creditor that intends to assert a Restructuring Period Claim shall file a Proof of Claim with the Monitor on or before the Restructuring Period Claims Bar Date. For the

avoidance of doubt, a Proof of Claim must be filed by every Creditor in respect of every Restructuring Period Claim, regardless of whether or not a legal proceeding in respect of such Restructuring Period Claim has been previously commenced.

23. Any Creditor that does not file a Proof of Claim so that such Proof of Claim is received by the Monitor on or before the Restructuring Period Claims Bar Date, or such later date as the Monitor may agree in writing or the Court may otherwise direct:
- (a) be and is hereby forever barred, estopped and enjoined from asserting or enforcing any such Restructuring Period Claim against any of the Applicants and the CCAA Parties and all such Restructuring Period Claims shall be forever extinguished;
 - (b) will not be permitted to vote at any Meeting on account of such Restructuring Period Claim(s);
 - (c) will not be entitled to receive further notice with respect to the Claims Process or these proceedings in respect of such Restructuring Period Claim unless the Monitor and/or the Applicants or the CCAA Parties become aware that such Creditor has another Claim; and
 - (d) will not be permitted to participate in (i) any distribution of proceeds from a transaction pursuant to the Sale Procedures or any other distribution to Creditors in the CCAA Proceedings; or (ii) any Plan, on account of such Restructuring Period Claim(s).

Directors' Charge Claims

24. Any Creditor that intends to assert a Directors' Charge Claim shall file a Proof of Claim with the Monitor on or before the Claims Bar Date. For the avoidance of doubt, a Proof of Claim must be filed by every Creditor in respect of every Directors' Charge Claim, regardless of whether or not a legal proceeding in respect of such Directors' Charge Claim has been previously commenced.

25. Any Creditor that does not file a Proof of Claim so that such Proof of Claim is received by the Monitor on or before the Claims Bar Date, or such later date as the Monitor may agree in writing or the Court may otherwise direct:
- (a) be and is hereby forever barred, estopped and enjoined from asserting or enforcing any such Directors' Charge Claim against any of the Applicants or CCAA Parties or any Directors and/or Officers and all such Directors' Charge Claims shall be forever extinguished;
 - (b) will not be permitted to vote at any Meeting on account of such Directors' Charge Claim(s);
 - (c) will not be entitled to receive further notice with respect to the Claims Process or these proceedings in respect of such Directors' Charge Claim unless the Monitor and/or the Applicants become aware that such Creditor has another Claim; and
 - (d) will not be permitted to participate in (i) any distribution of proceeds from a transaction pursuant to the Sale Procedures or any other distribution to Creditors in the CCAA Proceedings; or (ii) any Plan, on account of such Directors' Charge Claim(s).

Priority Claims

26. Any Creditor that intends to assert a Priority Claim shall file a Proof of Claim with the Monitor on or before the Claims Bar Date. For the avoidance of doubt, a Proof of Claim must be filed by every Creditor in respect of every Priority Claim, regardless of whether or not a legal proceeding in respect of such Priority Claim has been previously commenced.
27. Any Creditor that does not file a Proof of Claim so that such Proof of Claim is received by the Monitor on or before the Claims Bar Date, or such later date as the Monitor may agree in writing or the Court may otherwise direct:

- (a) be and is hereby forever barred, estopped and enjoined from asserting or enforcing any such Priority Claim against any of the Applicants or the CCAA Parties and all such Priority Claims shall be forever extinguished;
- (b) will not be permitted to vote at any Meeting on account of such Priority Claim(s);
- (c) will not be entitled to receive further notice with respect to the Claims Process or these proceedings unless the Monitor and/or the Applicants and CCAA Parties become aware that such Creditor has a Restructuring Period Claim or Directors' Charge Claim; and
- (d) will not be permitted to participate in (i) any distribution of proceeds from a transaction pursuant to the Sale Procedures or any other distribution to Creditors in the CCAA Proceedings; or (ii) any Plan, on account of such Priority Claim(s).

AJUDICATION OF CLAIMS

- 28. The Monitor shall review all Proofs of Claim received on or before the Claims Bar Date or the Restructuring Period Claims Bar Date, in consultation with the Applicants and the CCAA Parties, and shall accept, revise or disallow each Claim. With respect to a Directors' Charge Claim set out in a Proof of Claim, the Monitor shall, in consultation with the Applicants and the CCAA Parties and the Directors and Officers named in respect of such Directors' Charge Claim as to the merits of such Claim(s), as applicable, accept, revise or reject such Directors' Charge Claim.
- 29. The Monitor, the Applicants and the CCAA Parties are hereby authorized to consult and discuss with the Ad Hoc Committee of Second Lien Noteholders, on behalf of the proposed purchaser under the Credit Bid, regarding any Proofs of Claim received as may be necessary in connection with the Credit Bid.
- 30. If the Monitor intends to revise or disallow a Claim, the Monitor shall notify the Creditor who has delivered such Proof of Claim that such Claim has been revised or rejected and the reasons therefor, by sending a Notice of Revision or Disallowance by no later than December 20, 2016 unless otherwise ordered by this Court on application by the Monitor.

31. Any Claimant who intends to dispute a Notice of Revision or Disallowance hereof shall:
- (a) deliver a completed Notice of Dispute, along with the reasons for the dispute, to the Monitor by no later than 15 days after the date on which the Creditor is deemed to receive the Notice of Revision or Disallowance, or such other date as may be agreed to by the Monitor in writing; and
 - (b) in the event that a dispute raised in a Notice of Dispute of Revision or Disallowance is not settled within a time period or in a manner satisfactory to the Monitor, in consultation with the Applicants and the CCAA Parties, may request that a dispute be heard: (i) by this Court, returnable on such date as this Court may permit; or (ii) by a claims officer, to be appointed by further order of this Court upon application of the Applicants and the CCAA Parties, with the consent of the Monitor.
32. Where a Creditor that receives a Notice of Revision or Disallowance does not file a completed Notice of Dispute by the time set out in paragraph 31(a), such Creditor's Claim shall be deemed to be as set out in the Notice of Revision or Disallowance and such Creditor shall have no further right to dispute same or to otherwise assert or pursue such Claims in an amount that exceeds the amount set forth on the Notice of Revision or Disallowance and any Claim for such amounts shall be forever extinguished and barred without further act or notification.
33. Notwithstanding anything to the contrary in this Order, in respect of any Claim that exceeds \$1,000,000, the Monitor, the Applicants and the CCAA Parties shall not accept, admit, settle, resolve, value (for any purpose) or revise such Claim or any part thereof without consulting with the Ad Hoc Committee of Second Lien Noteholders.

SET-OFF

34. Nothing in this Order affects the rights of any Person pursuant to section 21 of the CCAA.

TRANSFER OF CLAIMS

35. From the date of this Order until seven (7) days prior to the date fixed by the Court for any distribution in the CCAA Proceedings or any other proceeding, including a bankruptcy, to the extent required, leave is hereby granted to permit a Creditor to provide notice of assignment or transfer of a Claim to any third party to the Monitor.
36. Subject to the terms of any subsequent Order of this Court, if, after the Filing Date, the holder of a Claim transfers or assigns the whole of such Claim to another Person, neither the Monitor nor the Applicants and the CCAA Parties shall be obligated to give notice to or otherwise deal with the transferee or assignee of such Claim in respect thereof unless and until actual notice of transfer or assignment, together with satisfactory evidence of such transfer or assignment, shall have been received and acknowledged by the Monitor in writing and thereafter such transferee or assignee shall, for the purposes hereof, constitute the "Creditor" in respect of such Claim. Any such transferee or assignee of a Claim shall be bound by any notices given or steps taken in respect of such Claim in accordance with this Order prior to receipt and acknowledgement by the Monitor of satisfactory evidence of such transfer or assignment. A transferee or assignee of a Claim takes the Claim subject to any rights of set-off to which the Applicants and the CCAA Parties may be entitled with respect to such Claim. For greater certainty, a transferee or assignee of a Claim is not entitled to set-off, apply, merge, consolidate or combine any Claims assigned or transferred to it against or on account or in reduction of any amounts owing by such Person to the Applicants or the CCAA Parties.
37. No transfer or assignment shall be effective for voting purposes at any Meeting unless sufficient notice and evidence of such transfer or assignment has been received by the Monitor no later than 5:00 p.m. on the date that is seven (7) days prior to the date fixed by the Court for any Meeting, failing which the original Creditor shall have all applicable rights as the "Creditor" with respect to such Claim as if no transfer or assignment of the Claim had occurred.

SERVICE AND NOTICE

38. The Applicants, the CCAA Parties and the Monitor may, unless otherwise specified by this Order, serve and deliver or cause to be served and delivered the Claims Package, and

any letters, notices or other documents to Creditors or any other interested Person by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery, facsimile transmission or email to such Persons or their counsel at the physical or electronic address, as applicable, last shown on the books and records of the Applicants or the CCAA Parties or set out in such Creditor's Proof of Claim, if one has been filed. Any such service and delivery shall be deemed to have been received: (i) if sent by ordinary mail, on the fifth Business Day after mailing within Canada, and the tenth Business Day after mailing internationally; (ii) if sent by courier or personal delivery, on the next Business Day following dispatch; and (iii) if delivered by facsimile transmission or email by 5:00 p.m. on a Business Day, on such Business Day, and if delivered after 5:00 p.m. or other than on a Business Day, on the following Business Day.

39. Any notice or communication required to be provided or delivered by a Creditor to the Monitor under this Order shall be in writing in substantially the form, if any, provided for in this Order and will be sufficiently given only if delivered by prepaid registered mail, courier, personal delivery, facsimile transmission or e-mail addressed to:

TO THE MONITOR:

FTI Consulting Canada Inc.

720, 440 - 2nd Avenue SW
Calgary, AB T2P 5E9

Attention: Deryck Helkaa/Dustin Olver

Telephone: 1 (855) 344-1825

Fax: (403) 232-6116

Email: lightstream@fticonsulting.com

40. If, during any period during which notices or other communications are being given pursuant to this Order, a postal strike or postal work stoppage of general application should occur, such notices or other communications sent by ordinary or registered mail and then not received shall not, absent further Order of this Court, be effective and notices and other communications given hereunder during the course of any such postal strike or work stoppage of general application shall only be effective if given by courier, personal delivery, facsimile transmission or email in accordance with this Order.

MISCELLANEOUS

41. The Monitor may from time to time apply to this Court to extend the time for any action which the Monitor is required to take if reasonably required to carry out its duties and obligations pursuant to this Order and for advice and directions concerning the discharge of its powers and duties under this Order or the interpretation or application of this Order.
42. Nothing in this Order shall prejudice the rights and remedies of any Directors or Officers or other Persons under any applicable insurance policy or prevent or bar any Person from seeking recourse against or payment from the Applicants' or the CCAA Parties' insurance and any Director's or Officer's liability insurance policy or policies that exist to protect or indemnify the Directors or Officers or other Persons, whether such recourse or payment is sought directly by the Person asserting a Claim from the insurer or derivatively through the Director or Officer or the Applicants and the CCAA Parties; provided, however, that nothing in this Order shall create any rights in favour of such Person under any policies of insurance nor shall anything in this Order limit, remove, modify or alter any defence to such Claim available to the insurer pursuant to the provisions of any insurance policy or at law; and further provided that any Claim or portion thereof for which the Person receives payment directly from, or confirmation that the Claim is covered by, the Applicants' or the CCAA Parties' insurance or any Directors' or Officers' liability insurance or other liability insurance policy or policies that exist to protect or indemnify the Directors or Officers or other Persons shall not be recoverable as against the Applicants, the CCAA Parties or the Director or Officer as applicable.
43. Nothing in this Order shall prejudice, limit, bar, extinguish or otherwise affect (i) any right or claim of any Person against any other Person other than the Applicants, the CCAA Parties and the Directors and Officers, including under any guarantee, indemnity or otherwise, and (ii) any right or claim of the Applicants or the CCAA Parties, or any other Person in response to such right or claim.
44. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative bodies, having jurisdiction in Canada or in the United States of America, to give effect to this Order and to assist the Applicants, the CCAA Parties, the Monitor and their respective 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 Applicants, the CCAA Parties and 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 Applicants, the CCAA Parties and the Monitor and their respective agents in carrying out the terms of this Order.

J.C.Q.B.A.

SCHEDULE "A"

INSTRUCTION LETTER FOR THE CLAIMS PROCESS OF:

Lightstream Resources Ltd., 1863359 Alberta Ltd., 1863360 Alberta Ltd., LTS Resources Partnership and Bakken Resources Partnership (collectively, the "Lightstream Group") and/or their Directors or Officers

A. CLAIMS PROCESS

By Order of the Court of Queen's Bench of Alberta made November 7, 2016 (the "**Claims Process Order**"), the Court-appointed Monitor of the Lightstream Group, FTI Consulting Canada Inc. (the "**Monitor**"), has been authorized to assist the Lightstream Group in conducting a claims process (the "**Claims Process**") with respect to certain claims against the Lightstream Group and their present or former Directors and Officers ("**Directors/Officers**") in accordance with the terms of the Claims Process Order.

Unless otherwise defined, all capitalized terms used herein shall have the meaning given to those terms in the Claims Process Order. Please review the enclosed material for the complete definitions of "Claim", "Prefiling Claim", "Restructuring Period Claim", "Directors' Charge Claim" and "Priority Claim" to which the Claims Process applies.

This letter provides instructions for responding to or completing the Proof of Claim. Reference should be made to the Claims Process Order for a complete description of the Claims Process. The Claims Process Order, the Claims Package, additional Proofs of Claim and other related materials may be accessed from the Monitor's website at <http://cfcanada.fticonsulting.com/Lightstream>.

The Claims Process is intended for any Person with any Claims of any kind or nature whatsoever against any or all of the Lightstream Group entities or the Directors/Officers of any of the Lightstream Group entities, whether liquidated, unliquidated, contingent or otherwise.

A separate Proof of Claim form should be completed for each Lightstream Group entity against which you are asserting a Claim. A separate Proof of Claim form should also be completed for each Directors' Charge Claim or Priority Claim asserted against any of the Directors/Officers and/or Lightstream Group entities, as applicable.

All notices and enquiries with respect to the Claims Process should be addressed to:

FTI Consulting Canada Inc.

720, 440 - 2nd Avenue SW
Calgary, AB T2P 5E9

Attention: Deryck Helkaa/Dustin Olver

Telephone: 1 (855) 344-1825

Facsimile: (403) 232-6116

E-mail: lightstream@fticonsulting.com

B. FOR CREDITORS SUBMITTING A PROOF OF CLAIM

If you believe that you have a Claim against one or more of the Lightstream Group entities, or the Directors/Officers of the Lightstream Group entities, you must file a Proof of Claim with the Monitor.

All Proofs of Claim for all (i) **Prefiling Claims** (i.e., Claims against the Lightstream Group or its Directors or Officers arising prior to the Filing Date), (ii) **Directors' Charge Claims** (i.e., Claims against the Directors and Officers arising on or after the Filing Date and secured by the Directors' Charge in the Initial Order), and (iii) **Priority Claims** must be received by the Monitor **before 5:00 p.m. (Mountain Time) on December 7, 2016** (the "Claims Bar Date").

All Proofs of Claim for **Restructuring Period Claims** (i.e., Claims against the Lightstream Group arising on or after the Filing Date) must be received by the Monitor the later of **the date that is: (i) 15 days after the date on which the Monitor sends this Claims Package; and (ii) the Claims Bar Date** (the "Restructuring Period Claims Bar Date").

PROOFS OF CLAIM MUST BE RECEIVED BY THE CLAIMS BAR DATE OR THE RESTRUCTURING PERIOD CLAIMS BAR DATE, AS APPLICABLE, OR THE APPLICABLE CLAIM WILL BE FOREVER BARRED AND EXTINGUISHED. If you do not file a Proof of Claim in respect of a Claim by the Claims Bar Date, or the Restructuring Period Claims Bar Date, as applicable, you shall not be entitled to vote at any Meeting regarding a Plan or participate in any distribution under a Plan in respect of such Claims.

All Claims denominated in foreign currency shall be converted to Canadian dollars at the Bank of Canada noon spot rate of exchange for the applicable currency in effect as at the Filing Date

Additional Proof of Claim forms can be obtained by contacting the Monitor at the telephone numbers and address indicated above and providing particulars as to your name, address and facsimile number.

DATED at _____ this _____ day of November, 2016.

FTI Consulting Canada Inc.

SCHEDULE "B"

NOTICE TO CREDITORS AND OTHERS OF FILING OF CLAIMS AS AGAINST:

Lightstream Resources Ltd., 1863359 Alberta Ltd., 1863360 Alberta Ltd., LTS Resources Partnership and Bakken Resources Partnership (collectively, the "Lightstream Group") and/or their Directors or Officers

RE: NOTICE OF CLAIMS PROCESS AND CLAIMS BAR DATE

This notice is being published pursuant to an Order of the Court of Queen's Bench of Alberta made November 7, 2016 (the "**Claims Process Order**"). The Court has ordered that the Court-appointed Monitor of the Lightstream Group, FTI Consulting Canada Inc. (the "**Monitor**"), assist the Lightstream Group with conducting a claims process (the "**Claims Process**") with respect to certain claims against the Lightstream Group and their present and former Directors and Officers ("**Directors/Officers**"). The Monitor is required to send Claims Packages to the Lightstream Group's Creditors. All capitalized terms herein shall have the meaning given to those terms in the Claims Process Order.

Unless otherwise defined, all capitalized terms used herein shall have the meaning given to those terms in the Claims Process Order. Please review the enclosed material for the complete definitions of "Claim", "Prefiling Claim", "Restructuring Period Claim", "Directors' Charge Claim" and "Priority Claim" to which the Claims Process applies.

The Claims Process Order, the Claims Package, additional Proofs of Claim and related materials may be accessed from the Monitor's web site at <http://cfcanada.fticonsulting.com/Lightstream>.

THE CLAIMS BAR DATE is 5:00 p.m. (Mountain Time) on December 7, 2016. Proofs of Claim in respect of Prefiling Claims, Directors' Charge Claims and Priority Claims must be completed and filed with the Monitor on or before the Claims Bar Date.

THE RESTRUCTURING PERIOD CLAIMS BAR DATE is the date that is the later of (i) 15 days after the date on which the Monitor sends this Claims Package and (ii) the Claims Bar Date. Proofs of Claim in respect of Restructuring Period Claims must be completed and filed with the Monitor on or before the Restructuring Period Claims Bar Date.

PROOFS OF CLAIM MUST BE RECEIVED BY THE MONITOR BY THE CLAIMS BAR DATE, OR THE RESTRUCTURING PERIOD CLAIMS BAR DATE, AS APPLICABLE, OR THE CLAIM WILL BE FOREVER BARRED AND EXTINGUISHED. If you do not file a Proof of Claim in respect of a Claim by the Claims Bar Date, or the Restructuring Period Claims Bar Date, as applicable, you shall not be entitled to vote at any Meeting regarding a Plan or participate in any distribution under a Plan in respect of such Claims.

The Monitor can be contacted at the following address to request a Claims Package or for any other notices or enquiries with respect to the Claims Process:

FTI Consulting Canada Inc.

720, 440 - 2nd Avenue SW
Calgary, AB T2P 5E9

Attention: Deryck Helkaa/Dustin Olver

Telephone: 1 (855) 344-1825

Facsimile: (403) 232-6116

E-mail: lightstream@fticonsulting.com

DATED at _____ this _____ day of November, 2016.

FTI Consulting Canada Inc.

SCHEDULE "C"

COURT FILE NUMBER 1601 - 12571

COURT COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY

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

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF LIGHTSTREAM RESOURCES LTD, 1863359 ALBERTA LTD, LTS RESOURCES PARTNERSHIP, 1863360 ALBERTA LTD AND BAKKEN RESOURCES PARTNERSHIP

APPLICANTS LIGHTSTREAM RESOURCES LTD, 1863359 ALBERTA LTD AND 1863360 ALBERTA LTD

PARTIES IN INTEREST LTS RESOURCES PARTNERSHIP AND BAKKEN RESOURCES PARTNERSHIP

PROOF OF CLAIM

**Lightstream Resources Ltd., 1863359 Alberta Ltd., 1863360 Alberta Ltd., LTS Resources Partnership and Bakken Resources Partnership
(each, a "Debtor" and collectively, the "Debtors") and/or their Directors or Officers**

Please read carefully the enclosed Instruction Letter for completing this Proof of Claim.

PARTICULARS OF CREDITOR:

Full Legal Name of Creditor:

_____ (the "Creditor").

Full Mailing Address of the Creditor:

Telephone Number: _____

E-Mail Address: _____

Facsimile Number: _____

Attention (*Contact Person*): _____

Have you acquired this Claim by assignment?

Yes: No: (*if yes, attach documents evidencing assignment*)

If Yes, Full Legal Name of Original Creditor(s): _____

PROOF OF CLAIM:

1. I, _____
(*name of Creditor or Representative of the Creditor*), of
_____ do hereby certify:
(*city and province*)

(I) that I [*check (✓) one*]

am the Creditor; OR

am _____ (*state position or title*) of

_____;

(*name of Creditor*)

(II) that I have knowledge of all the circumstances connected with the Claim referred to below;

(III) that the Debtors and/or the Directors/Officers of the Debtors were and still are indebted to the Creditor as follows:

(Claims in a foreign currency are to be converted to Canadian Dollars at the Bank of Canada noon spot exchange rate as at September 26, 2016. The Canadian Dollar/U.S. Dollar rate of exchange on that date was CDN\$ 1.3197 / USD\$1.00.)

(i) PRE-FILING CLAIMS AGAINST THE DEBTORS:

\$ _____ (*insert \$ value of claim*) CAD.

(ii) RESTRUCTURING PERIOD CLAIMS AGAINST THE DEBTORS:

\$ _____ (*insert \$ value of claim*) CAD.

(iii) DIRECTORS' CHARGE CLAIMS AGAINST THE DEBTORS OR THEIR DIRECTORS OR OFFICERS:

\$ _____ (*insert \$ value of claim*) CAD.

(iv) PRIORITY CLAIMS AGAINST THE DEBTORS:

\$ _____ *(insert \$ value of claim)* CAD.

TOTAL CLAIM:

\$ _____ *(insert total of (i), (ii), (iii) and (iv) above)* CAD.

NATURE OF CLAIM

(check (✓) one and complete appropriate category)

(IV) UNSECURED CLAIM OF \$ _____. In respect of this debt,

I do not hold any security and: *(check (✓) appropriate description)*

Regarding the amount of \$ _____, I do not claim a right to a priority.

Regarding the amount of \$ _____, I claim a right to a priority under section 136 of the *Bankruptcy and Insolvency Act* (Canada) (the "BIA") or would claim such a priority if this Proof of Claim were being filed in accordance with the BIA. *(Set out on an attached sheet details to support any priority claim.)*

(V) SECURED CLAIM OF \$ _____. In respect of this debt, I hold security valued at \$ _____, particulars of which are attached to this Proof of Claim form. *(Give full particulars of the security, including the date on which the security was given and the value at which you assess the security, and attach a copy of the security documents.)*

PARTICULARS OF CLAIM

Unless otherwise defined, all capitalized terms used herein shall have the meaning given to those terms in the Claims Process Order. Please review the enclosed material for the complete definitions of "Claim", "Prefiling Claim", "Restructuring Period Claim", "Directors' Charge Claim" and "Priority Claim" to which the Claims Process applies.

The particulars of the undersigned's total Claim (including Prefiling Claims, Restructuring Period Claims, Directors' Charge Claims and Priority Claims) are attached.

(Provide full particulars of the Claim and supporting documentation, including amount, description of transaction(s) or agreement(s) giving rise to the Claim, name of any guarantor(s) which has guaranteed the Claim, particulars and copies of any security and amount of Claim allocated thereto, date and number of all invoices, particulars of all credits, discounts, etc. claimed. If a claim is made against any Directors and/or Officers, specify the applicable Directors and/or Officers and the legal basis for the Claim against them.)

FILING OF CLAIM

For **Prefiling Claims, Directors' Charge Claims and Priority Claims**, this Proof of Claim must be received by the Monitor **before 5:00 p.m. (Mountain Time) on December 7, 2016** (the "**Claims Bar Date**").

For **Restructuring Period Claims**, this Proof of Claim must be received by the Monitor **on the date that is the later of (i) 15 days after the date on which the Monitor sends a Claims Package and (ii) the Claims Bar Date** (the "**Restructuring Period Claims Bar Date**").

In each case, completed forms must be delivered by prepaid ordinary mail, courier, personal delivery or electronic or digital transmission at the following address:

FTI Consulting Canada Inc.

720, 440 - 2nd Avenue SW
Calgary, AB T2P 5E9

Attention: Deryck Helkaa/Dustin Olver

Telephone: 1 (855) 344-1825

Facsimile: (403) 232-6116

E-mail: lightstream@fticonsulting.com

(Failure to file your Proof of Claim as directed by the Claims Bar Date or the Restructuring Period Claims Bar Date, as applicable, will result in your Claim being extinguished and barred and in you being prevented from making or enforcing a Claim against the applicable Debtor, Director and/or Officer)

Dated at _____ this _____ day of _____, 2016.

Signature of Creditor

SCHEDULE "D"

NOTICE OF REVISION OR DISALLOWANCE REGARDING CLAIMS AGAINST:

Lightstream Resources Ltd., 1863359 Alberta Ltd., 1863360 Alberta Ltd., LTS Resources Partnership and Bakken Resources Partnership (collectively, the "Lightstream Group") and/or their Directors or Officers

TO: [Insert name and address of creditor]

FROM: FTI Consulting Canada Inc., in its capacity as Court-appointed Monitor of the Applicants (the "Monitor").

Terms not otherwise defined in this Notice have the meaning ascribed to them in the Order of the Court of Queen's Bench of Alberta (the "Court") dated November 7, 2016 (the "**Claims Process Order**"). You can obtain a copy of the Claims Process Order on the Monitor's website at <http://cfcanada.fticonsulting.com/Lightstream>, or by contacting the Monitor as set out below.

This Notice of Revision or Disallowance is issued pursuant to the Claims Process Order.

The Monitor has disallowed in full or in part your Claim, as set out in your Proof of Claim, for voting and/or distribution purposes, as set out below:

Type of Claim (Prefiling Claim, Restructuring Period Claim, Directors' Charge Claim and/or Priority Claim):

Claim Disallowed:

	<u>for voting purposes</u>
	<u>for distribution purposes</u>
	<u>for both voting and distribution purposes</u>

<u>Claim Against:</u>	<u>Amount Per Proof Of Claim</u>	<u>Disallowed Amount</u>	<u>Allowed Amount</u>	<u>Allowed as Secured</u>	<u>Allowed as Unsecured</u>
Lightstream Resources Ltd.	\$	\$	\$	<input type="checkbox"/>	<input type="checkbox"/>
1863359 Alberta Ltd.	\$	\$	\$	<input type="checkbox"/>	<input type="checkbox"/>
1863360 Alberta Ltd.	\$	\$	\$	<input type="checkbox"/>	<input type="checkbox"/>
LTS Resources Partnership	\$	\$	\$	<input type="checkbox"/>	<input type="checkbox"/>
Bakken Resources Partnership	\$	\$	\$	<input type="checkbox"/>	<input type="checkbox"/>
Directors/Officers	\$	\$	\$	<input type="checkbox"/>	<input type="checkbox"/>
TOTAL	\$	\$	\$	<input type="checkbox"/>	<input type="checkbox"/>

REASONS FOR DISALLOWANCE:

If you intend to dispute this Notice of Revision or Disallowance, you must deliver a Notice of Dispute, in the manner described in the Claims Process Order and in the form attached as Schedule "E" to the Claims Process Order, to the Monitor at the address listed below. Any such Notice of Dispute must be delivered to the Monitor and the Lightstream Group within ten (10) Business Days of receiving this Notice of Revision or Disallowance, in which case such Claim shall be treated as if the Claim had been entirely disallowed by the Monitor and will be reassessed, at the discretion of the Lightstream Group, by the Court or by a claims officer appointed by order of the Court. If you do not appeal this Notice of Revision or Disallowance in

the prescribed manner and within the aforesaid time period, your Claim shall be deemed to be as set out in this Notice of Revision or Disallowance.

If you agree with the Notice of Revision or Disallowance, there is no need to file anything further with the Monitor.

The address of the Monitor is set out below:

FTI Consulting Canada Inc.

720, 440 - 2nd Avenue SW
Calgary, AB T2P 5E9

Attention: Deryck Helkaa/Dustin Olver

Telephone: 1 (855) 344-1825

Facsimile: (403) 232-6116

E-mail: lightstream@fticonsulting.com

IF YOU FAIL TO TAKE ACTION WITHIN THE PRESCRIBED TIME PERIOD, THIS NOTICE OF REVISION OR DISALLOWANCE WILL BE BINDING UPON YOU.

Dated at _____ this _____ day of _____, 2016.

FTI Consulting Canada Inc.

SCHEDULE "E"

COURT FILE NUMBER 1601 - 12571
COURT COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE CALGARY

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

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF LIGHTSTREAM RESOURCES LTD, 1863359 ALBERTA LTD, LTS RESOURCES PARTNERSHIP, 1863360 ALBERTA LTD AND BAKKEN RESOURCES PARTNERSHIP

APPLICANTS LIGHTSTREAM RESOURCES LTD, 1863359
ALBERTA LTD AND 1863360 ALBERTA LTD

PARTIES IN INTEREST LTS RESOURCES PARTNERSHIP AND BAKKEN
RESOURCES PARTNERSHIP

NOTICE OF DISPUTE REGARDING A CLAIM AGAINST:

Lightstream Resources Ltd., 1863359 Alberta Ltd., 1863360 Alberta Ltd., LTS Resources Partnership and Bakken Resources Partnership (collectively, the "Lightstream Group") and/or their Directors or Officers

Pursuant to the Order of the Court of Queen's Bench of Alberta dated November 7, 2016 (the "**Claims Process Order**"), we hereby give you notice of our intention to dispute the Notice of Revision or Disallowance issued by the Monitor in respect of our Claim, as detailed below.

Terms not otherwise defined in this Notice of Dispute have the meaning ascribed to them in the Claims Process Order.

Claim No.: _____

Name of Creditor: _____

Complete Mailing Address of Creditor:

Telephone Number:

Facsimile Number:

Email Address:

Attention (*Contact Person*):

Amount as per Notice of Revision or Disallowance:

_____ \$ _____

Date of Notice of Revision or Disallowance:

Reasons for Dispute (*please continue on additional pages if required - note also that you are required to attach to this Notice of Dispute all relevant supporting documents on which you rely in support of your Claim(s)*)

Date: _____

(Print name of Creditor or, if the Creditor is a corporation, the name of the Creditor and the name of the authorized signing officer of the corporation that is executing this Notice of Dispute)

(Signature of Creditor or, if the Creditor is a corporation, the signature of the authorized signing officer of the corporation that is executing this Notice of Dispute)

THIS NOTICE OF DISPUTE MUST BE RETURNED BY COURIER, PERSONAL DELIVERY, EMAIL OR FACSIMILE TO THE MONITOR WITHIN 10 BUSINESS DAYS OF THE DATE OF THE NOTICE OF REVISION OR DISALLOWANCE AT THE FOLLOWING ADDRESS:

The Monitor

FTI Consulting Canada Inc.

720, 440 - 2nd Avenue SW
Calgary, AB T2P 5E9

Attention: Deryck Helkaa/Dustin Olver

Telephone: 1 (855) 344-1825

Facsimile: (403) 232-6116

E-mail: lightstream@fticonsulting.com

IF YOU DO NOT DELIVER A NOTICE OF DISPUTE IN ACCORDANCE WITH THE FOREGOING AND THE CLAIMS PROCESS ORDER, THE VALIDITY AND QUANTUM OF YOUR CLAIM FOR VOTING AND DISTRIBUTION PURPOSES SHALL BE DEEMED TO BE AS SET OUT IN THE NOTICE OF REVISION OR DISALLOWANCE, AND SUCH DETERMINATION SHALL BE FINAL AND BINDING IN ALL RESPECTS

Schedule "B"

Service List

(see attached)

COURT FILE NUMBER 1601-12571

COURT COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY

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

AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF LIGHTSTREAM RESOURCES LTD,
1863359 ALBERTA LTD, LTS RESOURCES PARTNERSHIP,
1863360 ALBERTA LTD AND BAKKEN RESOURCES
PARTNERSHIP

SERVICE LIST

<i>Counsel</i>	<i>Telephone</i>	<i>Fax</i>	<i>Counsel For</i>
BLAKE, CASSELS & GRAYDON LLP 3500, 855 – 2 nd Street S.W. Calgary, AB T2P 4J8		(403) 260-9700	Lightstream Resources Ltd., et al.
KELLY BOURASSA E-mail: kelly.bourassa@blakes.com	(403) 260-9697		
MILLY CHOW E-mail: milly.chow@blakes.com	(416) 863-2594		
ARYO SHALVIRI E-mail: aryo.shalviri@blakes.com	(416) 863-2962		
JAMES REID E-mail: james.reid@blakes.com	(403) 260-9731		
MICHAEL BARRACK E-mail: michael.barrack@blakes.com	(416) 863-5280		
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