

COURT FILE NUMBER 1601-11552  
COURT COURT OF QUEEN'S BENCH OF ALBERTA  
JUDICIAL CENTRE CALGARY  
PLAINTIFF NATIONAL BANK OF CANADA in its capacity  
as Administrative Agent under that certain  
amended and restated credit agreement  
dated January 15, 2016, as amended  
DEFENDANT TWIN BUTTE ENERGY LTD.




IN THE MATTER OF THE RECEIVERSHIP  
OF TWIN BUTTE ENERGY LTD.

APPLICANT FTI CONSULTING CANADA INC. in its  
capacity as Court-appointed receiver and  
manager of the current and future assets,  
undertakings and properties of TWIN BUTTE  
ENERGY LTD.

I hereby certify this to be a true copy of  
the original order

Dated this 21 day of Feb 18

  
for Clerk of the Court

DOCUMENT

**ORDER**  
**(Interim Distribution and Holdback and**  
**Settlement of GeoCap/Sutton Claim)**  
Norton Rose Fulbright Canada LLP

ADDRESS FOR SERVICE AND  
CONTACT INFORMATION OF  
PARTY FILING THIS  
DOCUMENT

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Attention: Howard A. Gorman, Q.C. / Aditya M. Badami  
File No.: 01020497-0005

**DATE ON WHICH ORDER WAS PRONOUNCED: February 20, 2018**

**LOCATION WHERE ORDER WAS PRONOUNCED: Calgary, Alberta**

**NAME OF JUSTICE WHO MADE THIS ORDER: Mr. Justice K. Yamauchi**

**UPON THE APPLICATION** of FTI Consulting Canada Inc. in its capacity as Court-appointed receiver and manager (the **Receiver**) of the current and future assets, undertakings and properties of Twin Butte Energy Ltd. (**Twin Butte**); **AND UPON HAVING READ** the Receivership Order dated September 1, 2016, the Thirteenth Report of the Receiver filed February 12, 2018 (**Thirteenth Report**), and the Supplemental Report to the Thirteenth Report filed February 20, 2018 (**Supplemental Thirteenth Report**); **AND UPON** hearing counsel for the Receiver and any other interested parties that may be

present; **AND UPON IT APPEARING** that all interested and affected parties have been served with notice of this Application; **AND UPON** having read the pleadings, proceedings, orders and other materials filed in this action;

**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.

**INTERIM DISTRIBUTION and HOLDBACK**

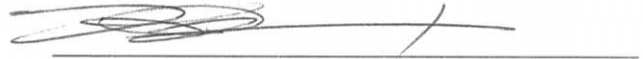
2. The Receiver is authorized and directed to make distributions in accordance with the proposed initial distributions and holdbacks described in paragraph 8 of the Supplemental Thirteenth Report.
3. With respect to distributions to or on behalf of holders of the Twin Butte 6.25% Convertible Unsecured Subordinated Debentures due December 31, 2018, pursuant to the Convertible Debenture Indenture between Twin Butte and Valiant Trust Company dated December 13, 2013, such distributions shall be made in the manner set out in paragraph 2 of the Order (Distributions to Debenture Holders) dated September 20, 2017, and granted in the within proceedings.

**SETTLEMENT AND MUTUAL RELEASE OF GEOCAP AND SUTTON CLAIMS**

4. The Amended Proof of Claim filed by GeoCap Energy Corporation (**GeoCap**) and Sutton Energy Ltd. (**Sutton**) is resolved by consent between the Receiver and GeoCap and Sutton in the all-inclusive sum of \$700,000, distribution of which sum is hereby approved. The Receiver shall pay this amount forthwith to GeoCap and Sutton in full satisfaction of their Amended Proof of Claim and in full satisfaction of all matters and claims set out in Court of Queen's Bench Action Nos. 1001-02577 and 1001-06764 (the **GeoCap/Sutton Actions**), which GeoCap/Sutton Actions shall be discontinued without costs forthwith.
5. The settlement of the Geocap and Sutton claim set out above, shall settle, resolve, and release all claims between GeoCap and Sutton on one hand, and Twin Butte by its Receiver on the other hand, including, without limitation, the matters described herein.

**MISCELLANEOUS**

6. The Receiver is at liberty to reapply for further advice and direction as may be necessary to give full force and effect to the terms of this Order.
  
7. Service of this Order by e-mail, facsimile, courier, regular mail or personal delivery shall constitute good and sufficient service of this Order.

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke, positioned above a solid horizontal line.

J.C.Q.B.A.

ORIGINAL