

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 of the
 current and future assets, undertakings and
 properties of TWIN BUTTE ENERGY LTD.

DOCUMENT **ORDER
 (Claims Procedure)**

I hereby certify this to be a true copy of
 the original Order
 Dated this 1 day of May 2017

 for Clerk of the Court

ADDRESS FOR SERVICE AND
 CONTACT INFORMATION OF
 PARTY FILING THIS
 DOCUMENT Norton Rose Fulbright Canada LLP
 400 3rd Avenue SW, Suite 3700
 Calgary, Alberta T2P 4H2

Phone: +1 403.267.8222
 Fax: +1 403.264.5973
 Email: howard.gorman@nortonrosefulbright.com /
 aditya.badami@nortonrosefulbright.com
 Attention: Howard A. Gorman, Q.C. / Aditya M. Badami
 File No.: 01020497-0005

DATE ON WHICH ORDER WAS PRONOUNCED: April 27, 2017

LOCATION WHERE ORDER WAS PRONOUNCED: Calgary, Alberta

NAME OF JUSTICE WHO MADE THIS ORDER: The Honourable Madam Justice K. M. Horner

UPON THE APPLICATION of FTI Consulting Canada Inc. in its capacity as Court-appointed Receiver (**Receiver**) of the current and future assets, undertakings and properties of Twin Butte Energy Inc. (the **Debtor**); **AND UPON HAVING READ** the Receivership Order dated September 1, 2016 (the **Receivership Order**), the Sixth Report of the Receiver filed April 18, 2017; **AND UPON** hearing counsel for the Receiver and any other interested parties that may be present; **AND UPON** having read the pleadings, proceedings, orders and other materials filed in this action;

IT IS HEREBY ORDERED AND DECLARED THAT:

APPROVAL OF CLAIMS PROCEDURES

1. The procedure set forth in the attached **Schedule "A"** for determining claims of creditors of Twin Butte (the **Claims Procedure**) is hereby approved, and the Receiver is authorized and directed to implement the Claims Procedure.
2. Nothing in this Claims Procedure Order shall apply to the Plaintiff in this action or to the Plaintiff's Claim against Twin Butte, which Claim shall be unaffected by the provisions of this Claims Procedure Order and the Claims Procedure.

INTERPRETATION AND GENERAL PROVISIONS

3. The time for service of the Notice of Application for this Order is hereby abridged and deemed good and sufficient and this Application is properly returnable today.
4. For the purposes of this Claims Procedure Order and the Claims Procedure, and any of the notices appended hereto or set forth herein, the following terms shall have the following meanings:
 - a) "**Ad Hoc Group**" means certain Convertible Debentureholder Creditors represented by its counsel Bennett Jones LLP;
 - b) "**Business Day**" means a day, other than a Saturday or a Sunday, on which banks are generally open for business in Calgary, Alberta;
 - c) "**Calendar Day**" means a day, including Saturday, Sunday, or any statutory holiday;
 - d) "**Claim**" any right or claim of any Person (other than the Plaintiff) that exists as of the date of this Order against Twin Butte, whether or not asserted or made, in connection with any indebtedness, liability or obligation of any kind whatsoever, and any interest accrued or accruing thereon, or costs payable in respect thereof, including without limitation, any claim arising in tort (whether intentional or unintentional), breach of contract or other agreement, breach of duty (including, without limitation, any legal, statutory, express, implied, equitable or fiduciary duty) or by reason of any right of ownership to title to property or assets or right to a trust or deemed trust (statutory, express, implied, resulting, constructive, or otherwise) and whether or not any indebtedness, liability or obligation is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, present or future, known or unknown, by guarantee, surety or

otherwise, and whether or not any right or claim is executory or anticipatory in nature including, without limitation, 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, and any interest accrued thereon or costs payable in respect thereof would be a debt provable in bankruptcy had Twin Butte become bankrupt, and includes:

- i. that portion of any Claim (as defined herein) that is secured by security validly charging or encumbering property or assets of Twin Butte (including statutory and possessory liens) up to the value of such collateral and duly and properly perfected in accordance with the relevant legislation in the appropriate jurisdiction as of the date hereof;
 - ii. any right or claim of an Employee as against Twin Butte arising out of his or her employment, or the termination of such employment, including without limitation any claim for salary, pay, vacation pay, statutory or contractual severance in lieu of notice;
 - iii. a Subsequent Claim; and
 - iv. a Subsequent Employee Claim.
- e) **"Claims Bar Date"** means 5:00 P.M. Calgary time on June 1, 2017, or such later date as may be ordered by the Court;
- f) **"Claims Package"** means the document package sent to all Creditors of Twin Butte which shall include a Notice to Creditor, a Proof of Claim, and such other materials and notices as the Receiver may consider necessary or appropriate;
- g) **"Claims Procedure Order"** means this Claims Procedure Order;
- h) **"Convertible Debenture"** means the \$85,000,000.00 aggregate principal amount of 6.25% convertible unsecured subordinated debentures, due December 31, 2018 and issued by Twin Butte Energy Ltd.;
- i) **"Convertible Debentureholder Creditor"** means a holder of the Convertible Debenture;
- j) **"Court"** means the Alberta Court of Queen's Bench;

- k) **"Creditor"** means any Person asserting a Claim;
- l) **"Dispute Package"** means, with respect to any Claim, a copy of the related Proof of Claim, a Notice of Revision or Disallowance, and a Notice of Dispute;
- m) **"Employee"** means anyone who is or was an employee of Twin Butte on or before the date of the Receivership Order;
- n) **"Known Creditors"** means those Creditors other than the Plaintiff which are identifiable and ascertainable by the Receiver as Creditors with a Claim, as disclosed by the books and records of Twin Butte, and whose Claim remains unpaid, in whole or in part, as at the date of this Claims Procedure Order;
- o) **"Newspaper Notice"** means a newspaper notice to Creditors of Twin Butte, in substantially the form attached hereto as **Schedule "C"**;
- p) **"Notice of Revision or Disallowance"** means a notice in substantially the form attached hereto as **Schedule "D"**;
- q) **"Notice of Dispute"** means a notice in substantially the form attached as **Schedule "E"**;
- r) **"Notice to Creditor"** means a notice to a creditor of Twin Butte from the Receiver, in substantially the form attached hereto as **Schedule "F"**;
- s) **"Person"** shall be broadly interpreted, and shall include an individual, firm, partnership, joint venture, fund, limited liability company, unlimited liability company, association, trust, corporation, unincorporated association or organization, syndicate, committee, the government of a country or any political subdivision thereof, or any agency, board, tribunal, commission, bureau, or any other entity, howsoever designated or constituted, including any Taxing Authority, and the trustees, executors, administrators or other legal representatives of an individual;
- t) **"Proof of Claim"** means a proof of claim in substantially the form attached hereto as **Schedule "B"**;
- u) **"Proven Claim"** means the amount, status, and/or validity of the Claim of a Creditor as finally determined in accordance with this Claims Procedure Order and the Claims Procedure, and for greater certainty, a Proven Claim will be "finally determined" for the purposes of this definition in each of the following cases:
 - i. a Claim has been accepted by the Receiver;

- ii. the applicable time period for filing a Notice of Dispute in response to a Notice of Revision or Disallowance in respect of a Claim has expired, and no Notice of Dispute has been filed in accordance with this Claims Procedure Order; or
 - iii. any court of competent jurisdiction has made a determination with respect to the amount, status, and/or validity of a Claim, and no appeal or application for leave to appeal therefrom has been taken or served on either party, or where any such appeal or application for leave to appeal has been dismissed, determined, or withdrawn;
- v) **"Subsequent Claim"** means a claim by a Creditor arising after the date of this Claims Procedure Order, and includes, for greater certainty, a Claim in respect of the disclaimer or resiliation, after the date of this Claims Procedure Order, of any contract, lease, or other arrangement or agreement of any nature whatsoever, whether oral or written, and any amending agreement related thereto;
- w) **"Subsequent Claims Bar Date"** means the later of: (i) the Claims Bar Date, or (ii) 5:00 P.M. (Calgary Time) on the day which is thirty (30) Calendar Days after the date on which a Subsequent Claim arose, provided that where the Subsequent Claims Bar Date would otherwise fall on a Saturday, Sunday, or statutory holiday, the Subsequent Claims Bar Date shall in all such cases be deemed to fall on the next Business Day;
- x) **"Tax"** or **"Taxes"** means any and all amounts subject to a withholding or remitting obligation and any and all taxes, duties, fees, and other governmental charges, duties, impositions and liabilities of any kind whatsoever whether or not assessed by the Taxing Authorities (including any Claims by any of the Taxing Authorities), including all interest, penalties, fines, fees, other charges, and additions with respect to such amount;
- y) **"Taxing Authorities"** means her Majesty the Queen, Her Majesty the Queen in right of Canada, Her Majesty the Queen in right of any province or territory of Canada, the Canada Revenue Agency, any similar revenue or taxing authority of each and every province or territory of Canada and any political subdivision thereof, and any Canadian or foreign governmental authority, and **"Taxing Authority"** means any one of the Taxing Authorities;

- z) **"Tax Claim"** means any and all Claims of any Taxing Authority in respect of any taxation year or period ending on or prior to the date of this Claims Procedure Order;
- aa) **"Computershare"** means Computershare Trust Company of Canada, the Debenture Trustee under the Convertible Debenture; and
- bb) **"Website"** means the website maintained by the Receiver located at <http://cfcanada.fticonsulting.com/TwinButte>.

NOTICE OF CLAIMS PROCEDURES AND BARRING OF CLAIMS

- 5. Subject to the Paragraph 2 hereof, any Creditor who fails to deliver a Proof of Claim in respect of a Claim in accordance with this Claims Procedure Order and the Claims Procedure, and on or before the Claims Bar Date, or (in the event of a Subsequent Claim) the Subsequent Claims Bar Date, shall:
 - a) be forever barred, estopped and enjoined from asserting or enforcing any Claim against Twin Butte, and such Claim or Claims shall be forever extinguished; and
 - b) not be entitled to any further notice in these proceedings.

NOTICE SUFFICIENT

- 6. The publication of the Newspaper Notice, the posting of the Claims Package and this Claims Procedure Order on the Website, and the mailing to the Creditors of the Claims Package in accordance with the Claims Procedure and this Claims Procedure Order shall constitute good and sufficient service and delivery of (i) notice of this Claims Procedure Order, (ii) the Claims Bar Date, and (iii) the Subsequent Claims Bar Date, on all Creditors. Persons wishing to assert a claim as a Creditor, and any other Person who may be entitled to receive service or notice thereof, and no other document or material need be sent to or served upon any Creditor in respect of this Claims Procedure Order.

FILING OF PROOFS OF CLAIM

- 7. A Proof of Claim shall be deemed filed in a timely manner only if delivered by registered mail, personal delivery, courier, email (in PDF format) or facsimile transmission so as to actually be received by the Receiver on or before (as the case may be) the Claims Bar Date or the Subsequent Claims Bar Date.
- 8. A Proof of Claim asserted by a Convertible Debentureholder Creditor shall only be filed on behalf of such Convertible Debentureholder Creditor by Computershare. Any distributions

made following the Receiver's determination of Proofs of Claim asserted by Convertible Debentureholder Creditors shall be made to each such Convertible Debentureholder Creditor by Computershare upon its receipt of such distribution amount from the Receiver.

NOTICES AND COMMUNICATION

9. Except as otherwise provided herein, the Receiver may deliver any notice or other communication to be given under this Claims Procedure Order to Creditors, Employees, or other interested Persons by forwarding true copies thereof by ordinary mail, courier, personal delivery, facsimile or email to such Creditors or Persons at the address last shown on the books and records of Twin Butte or, in the case of Convertible Debentureholder Creditors, at the address of the trustee designated pursuant to the Convertible Debenture.
10. Service or delivery of any notice or communication on a Creditor, Employee, or other interested Person by courier, personal delivery, facsimile or email shall be deemed to be received on the next Business Day following the date of forwarding thereof or, if sent by ordinary mail, on the third Business Day after mailing within Alberta, the fifth Business Day after mailing within Canada, and the tenth Business Day after mailing internationally.
11. Where a Creditor, Employee, or other interested Person is represented by counsel, the Receiver may serve or deliver any notice or communication on such counsel in any manner permitted by this Claims Procedure Order, and service of a notice or communication on counsel shall constitute service on the Creditor, Employee, or other interested Person, as the case may be.
12. Any notice or other communication to be given to the Receiver under this Claims Procedure Order by a Creditor, an Employee, or other interested Person, shall be in writing, and be in substantially the form (if any) provided for in this Claims Procedure Order. Such notice or communication will be sufficiently given only if delivered by registered mail, courier, email (in PDF format), personal delivery or facsimile transmission, addressed to:

FTI Consulting Canada Inc., Court-appointed receiver of Twin Butte Energy Ltd.

Attn: Deryck Helkaa / Dustin Olver

720, 440 2nd Avenue SW

Calgary, AB T2P 5E9

Email: deryck.helkaa@fticonsulting.com / dustin.olver@fticonsulting.com

Telephone: (403) 454-6031 / (403) 454-6032

Fax: (403) 232-6116

13. In the event that the day on which any notice or communication required to be delivered pursuant to the Claims Procedure is not a Business Day, then such notice or communication shall be required to be delivered on the following Business Day.
14. In the event of any strike, lockout or other event which interrupts postal service in any part of Canada, all notices and communications to be delivered during such interruption may only be delivered by personal delivery, courier, email, or facsimile transmission, and any notice or communication given or made by prepaid mail within the five (5) Business Day period immediately preceding the commencement of such interruption, unless actually received, shall be deemed not to have been delivered.

GENERAL

15. The Receiver is authorized to use its reasonable discretion as to the adequacy of compliance with respect to the manner in which Proofs of Claim and Notices of Dispute are completed and executed and may, if it is satisfied that a Claim has been adequately proven, waive strict compliance with the requirements of the Claims Procedure as to the completion and execution of Proofs of Claim and Notices of Dispute.
16. The Receiver, in addition to its prescribed powers and duties under the Receivership Order, and under any statute, is authorized and directed to take such other actions and fulfill such other roles as are contemplated by the Claims Procedure and this Claims Procedure Order.
17. References in this Claims Procedure Order to the singular shall include the plural, and references to the plural shall include the singular, and references to any gender shall include the other gender.
18. The Receiver may apply to this Court from time to time for such further order or orders as it considers necessary or desirable to amend, supplement, or replace the Claims Procedure or this Claims Procedure Order.

"Justice K. M. Horner"

Justice of the Court of Queen's Bench of Alberta

Schedule "A"

CLAIMS PROCEDURE

Notice of Claims Procedure

1. The Receiver shall cause a Claims Package to be sent to each Known Creditor by regular prepaid mail, fax, courier or email on or before May 5, 2017.
2. The Receiver shall cause the Newspaper Notice to be published in the Calgary Herald on or before May 5, 2017.
3. The Receiver shall cause the Claims Package to be posted on the Website on or before May 5, 2017.
4. The Receiver shall send a Claims Package to any person requesting such material as soon as practicable on receipt of a written request for a Claims Package from such Person.

Filing of Proofs of Claim and Determination of Claims

5. Every Creditor asserting a Claim against Twin Butte under this Claims Procedure shall set out its aggregate Claim in a written Proof of Claim, and shall deliver that Proof of Claim so that it is received by the Receiver no later than the Claims Bar Date, failing which such Creditor shall stand forever barred, estopped, and enjoined from asserting or enforcing any Claim against Twin Butte, and such Claim or Claims shall be forever extinguished.
6. Every Creditor asserting a Subsequent Claim against Twin Butte under this Claims Procedure shall set out its aggregate Subsequent Claim in a written Proof of Claim, and shall deliver that Proof of Claim so that it is received by the Receiver no later than the Subsequent Claims Bar Date, failing which such Creditor shall stand forever barred, estopped, and enjoined from asserting or enforcing any Claim against Twin Butte, and such Claim or Claims shall be forever extinguished.
7. The Receiver shall review each Proof of Claim received by the Claims Bar Date or the Subsequent Claims Bar Date, as applicable, and shall accept, revise, or disallow the Claim set out in such Proof of Claim.
8. The Receiver may attempt to resolve the classification and amount of a Claim by consent through negotiations with the Creditor in respect of such Claim, either before or after accepting, revising, or disallowing such Claim.

9. If the Receiver accepts a Claim as set forth in a Proof of Claim submitted to the Receiver in accordance with this Claims Procedure, that Claim shall be a Proven Claim.
10. If the Receiver chooses to revise or disallow a Claim, the Receiver shall advise the Creditor asserting such Claim of its decision by sending a Notice of Revision or Disallowance to such Creditor.
11. Any Creditor who disputes the classification or amount of its Claim as set forth in a Notice of Revision or Disallowance, shall deliver a Notice of Dispute to the Receiver by 5:00 P.M. (Calgary Time) on the day that is fifteen (15) days after the date of the Notice of Revision or Disallowance. In addition, such disputing Creditor must file an application with the Court, supported by an affidavit setting out the basis for the Claim, and must serve the application and affidavit upon the Receiver immediately upon filing. The application must be scheduled by the disputing Creditor within ten (10) calendar days after the date on which the Notice of Dispute was received by the Receiver.
12. Any Creditor who fails to deliver a Notice of Dispute and schedule an application with the Court by the deadlines set forth in this Claims Procedure shall be deemed to accept the classification and amount of its Claim as set out in the Notice of Revision or Disallowance, and such Claim as set out in the Notice of Revision or Disallowance shall be a Proven Claim.
13. Upon receipt of a Notice of Dispute, the Receiver may attempt to resolve the classification and amount of the Claim with the Creditor by consent.
14. If a Claim is resolved by consent between the Receiver and a Creditor, the Receiver may accept a revised Proof of Claim setting forth the agreed classification and amount of the Claim, and such Claim will be a Proven Claim.

Consultation Rights to Ad Hoc Group

15. The Ad Hoc Group, by its counsel Bennett Jones LLP, is afforded the following consultation rights with respect to the assessment of Claims:
 - a. to review the Receiver's determination of a particular claim before the Receiver certifies a Proven Claim or issues a Notice of Revision or Disallowance, where the value ascribed by the Receiver to the Claim exceeds \$75,000.00 CAD (the **Review**);
 - b. in the event of such Review, the Ad Hoc Group is to provide its differing assessment (if any) of any disputed Claim subject to the Review to the Receiver in writing and within five (5) calendar days of receipt of such disputed Claim from the Receiver;

- c. while the authority to finally assess the quantum of a disputed Claim following a Review is solely the Receiver's, if the respective assessments of a disputed Claim by the Receiver and the Ad Hoc Group varies by a margin of 50% or more of the initially claimed amount, the Ad Hoc Group may contest the Receiver's assessment on application to this Honourable Court (**Review Application**) with such Review Application being served upon the Receiver on the date that it is filed. Any such Review Application must be scheduled within ten (10) calendar days after the date on which the Review Application was received by the Receiver.

Schedule "B"

PROOF OF CLAIM

IN THE MATTER OF THE RECEIVERSHIP OF TWIN BUTTE ENERGY LTD. ("Twin Butte")

Regarding the claim of _____ (the "Claimant")

All notices or correspondence regarding this claim are to be forwarded to the Claimant at the following address:

Telephone Number: (____) ____-____

Facsimile Number: (____) ____-____

Email address: _____

Attention (Contact Person): _____

(All future correspondence will be delivered to the designated email address unless the Claimant specifically requests hard copies)

Please provide hard copies of correspondence to the address above.

I, _____ (*name of Claimant or authorized representative*), of
_____ (*City, Province or State*), do hereby certify that:

1. The Claimant has received a Claims Package from the Receiver, and wishes to assert a Claim.
2. I am the Claimant.

OR

I am _____ (*position/title*) of the Claimant:

3. I have knowledge of all the circumstances connected with the claim referred to in this form.
4. The Claimant states that Twin Butte was at September 1, 2016, and still is, indebted to the Claimant in the sum of CDN\$ _____ (*insert CDN\$ value of claim*) as shown by the statement of account attached hereto and marked Schedule "A".

If the claim is to be reduced by deducting any counterclaim to which the Twin Butte is entitled, or amounts associated with the return of equipment or assets by Twin Butte, please specify.

The statement of account must specify the evidence in support of the claim including the date and location of the delivery of all services and materials. Any claim for interest must be supported by contractual documentation evidencing the entitlement to interest.

5. A. UNSECURED CLAIM OF \$ _____. That in respect of this claim the Claimant does not hold and has not held any assets as security.

B. SECURED CLAIM OF \$ _____. That in respect of this claim the Claimant holds assets valued at \$ _____ as security, particulars of which are as follows:

Give full particulars of the security, including the date on which the security was given and the value at which the claimant assesses the security together with the basis of valuation, and attach a copy of the security documents as Schedule "B".

C. TRUST CLAIM OF \$_____. That in respect of said debt I claim a trust interest in certain of Twin Butte's assets valued at \$_____, particulars of which claim and assets are attached.

Give full particulars of the alleged trust, including the date on which the trust arose, the property against which the trust is asserted, and the value at which the claimant assesses the trust property together with the basis of valuation, and attach a copy of all relevant documents as Schedule "C".

6. Other than as already set out herein, the particulars of the undersigned's total Claim against Twin Butte are attached on a separate sheet.
7. Have you acquired this Claim by assignment? ___ Yes ___ No
(if yes, attach documents evidencing assignment)
8. This Proof of Claim form must be received by the Receiver by no later than 5:00 p.m. (Mountain Time) on June 1, 2017 (or, if you are a Subsequent Creditor within the meaning of the Claims Procedure Order, by the Subsequent Claims Bar Date as that term is defined in the Claims Procedure Order) by either prepaid registered mail, personal delivery, courier, facsimile transmission at the following address:

The Receiver:

FTI Consulting Canada Inc., Court-appointed receiver of Twin Butte Energy Ltd.
Attn: Deryck Helkaa / Dustin Olver
720, 440 2nd Avenue SW
Calgary, AB T2P 5E9
Telephone: (403) 454-6031 / (403) 454-6032
Fax: (403) 232-6116

or by email to Dustin Olver at dustin.olver@fticonsulting.com

Failure to file your Proof of Claim and required documentation as directed by 5:00 p.m. on June 1, 2017 (Mountain Time) (or, if you are a Subsequent Creditor within the meaning of the Claims Procedure Order, by the Subsequent Claims Bar Date as that term is defined in the Claims Procedure Order) will result in your Claim being forever barred and you will be prohibited from making or enforcing a Claim against Twin Butte and shall not be entitled to further notice or distribution, if any, and shall not be entitled to participate as a Creditor in these proceedings.

<hr/> <p>Witness Signature</p>	<p>Name of Claimant:</p> <hr/> <p>Per: _____</p> <p>Name: _____</p> <p>Title: _____ (please print)</p>
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Schedule "C"

NEWSPAPER NOTICE TO CREDITORS OF TWIN BUTTE ENERGY LTD.

NOTICE OF CLAIMS PROCEDURE IN THE RECEIVERSHIP OF TWIN BUTTE ENERGY LTD. ("TWIN BUTTE")

On September 1, 2016, FTI Consulting Canada Inc. (the "Receiver") was appointed as receiver of the current and future assets, undertakings and properties of Twin Butte Energy Ltd. ("Twin Butte"), pursuant to an order of the Court of Queen's Bench of Alberta (the "Court").

On April 27, 2017, the Court granted a further order, prescribing the process by which the identity and status of all creditors of Twin Butte is to be established for the purposes of the receivership proceedings (the "Claims Procedure Order"). A copy of the Claims Procedure Order may be accessed online at <http://cfcanada.fticonsulting.com/TwinButte>.

Capitalized terms not defined herein have the meaning given to those terms in the Claims Procedure Order.

Pursuant to the Claims Procedure Order, the Receiver is required, by May 5, 2017, to send a Claims Package to each Known Creditor, with instructions regarding a Claims Procedure whereby a Creditor of Twin Butte can submit and prove a Claim. In addition, the Claims Procedure Order requires the Receiver to publish this notice, in order to give notice of this proceeding to any Creditors who are not Known Creditors.

If you wish to assert a Claim against Twin Butte, you may request a Claims Package by submitting a request in writing to the Receiver at the following address:

FTI Consulting Canada Inc., Court-appointed receiver of Twin Butte Energy Ltd.
Attn: Deryck Helkaa / Dustin Olver
720, 440 2nd Avenue SW
Calgary, AB T2P 5E9
Email: deryck.helkaa@fticonsulting.com / dustin.olver@fticonsulting.com
Telephone: (403) 454-6031 / (403) 454-6032
Fax: (403) 232-6116

All Creditors, including Known Creditors, who wish to assert a Claim against Twin Butte must submit a completed Proof of Claim to the Receiver at the above address on or before 5:00 PM (Calgary Time) on June 1, 2017 (the "Claims Bar Date").

All Creditors who wish to assert a Subsequent Claim against Twin Butte must submit a completed Proof of Claim to the Receiver at the above address on or before 5:00 P.M. on the later of (i) the Claims Bar Date, or (ii) the day that is thirty (30) days after the date on which such Subsequent Claim arose (the "Subsequent Claims Bar Date").

Please note that your Proof of Claim Form must be delivered by registered mail, personal delivery, e-mail (in PDF format), courier or facsimile transmission, and must be actually received by the Receiver, on or before the Claims Bar Date, or (as the case may be) the Subsequent Claims Bar Date, at the above address.

If you are a Creditor, and you do not submit a Proof of Claim to the Receiver on or before the Claims Bar Date, or (in the case of a Subsequent Claim) the Subsequent Claims Bar Date, your Claim will be barred and extinguished forever.

The publication of this Newspaper Notice to Creditors of Twin Butte, the solicitation of Proofs of Claim by the Receiver, and/or the sending of a Proof of Claim by a Claimant to the Receiver, does not grant any Claimant or any Person standing in the receivership of Twin Butte.

Schedule "D"

Notice of Revision or Disallowance

To: [NAME AND ADDRESS OF CREDITOR] (the "Claimant")

Date:

Proof of Claim No.

IN THE MATTER OF THE RECEIVERSHIP OF TWIN BUTTE ENERGY LTD. ("TWIN BUTTE")

Take notice that FTI Consulting Canada Inc., in its capacity as court-appointed receiver of Twin Butte (the "Receiver") has reviewed the Proof of Claim in respect of the above-named Claimant, and has assessed the Proof of Claim in accordance with the order of the Alberta Court of Queen's Bench issued on April 27, 2017 (the "Claims Procedure Order").

All capitalized terms not defined herein have the meaning given to such terms in the Claims Procedure Order.

The Receiver has reviewed your (*Proof of Claim*) in accordance with the Claims Procedure Order, and has revised or disallowed your Claim, for the following reason(s):

Subject to further dispute by you in accordance with the Claims Procedure, your Claim will be allowed as follows:

Name of Claimant	Claim Amount per Proof of Claim	Classification of Claim per Proof of Claim	Amount of Claim revised/ disallowed	Classification of Claim revised/ disallowed
	\$		\$	

IF YOU WISH TO DISPUTE THE REVISION OR DISALLOWANCE OF YOUR CLAIM AS SET FORTH HEREIN YOU MUST TAKE THE STEPS OUTLINED BELOW

The Claims Procedure Order provides that if you disagree with the revision or disallowance of your claim as set forth herein, you must:

1. before 5:00 P.M. on the fifteenth (15th) Calendar Day after your receipt of this Notice of Revision or Disallowance, whichever is earlier, deliver to the Receiver a completed Notice of Dispute; and
2. file an application with the Court, with copies to be sent to the Receiver immediately after filing, with such application to be:
 - i. supported by an affidavit setting out the basis for disputing this Notice of Revision or Disallowance; and
 - ii. returnable within ten (10) Calendar Days of the date on which the Receiver receives your completed Notice of Dispute.

If you do not dispute the revision or disallowance of your Claim in accordance with the above instructions and the Claims Procedure Order, the amount and classification of your Claim will deemed to be accepted, and the Claim shall be a Proven Claim in the amount, and classification, set forth herein.

If you have any questions or concerns regarding the Claims Procedure, or the attached materials, please contact the Receiver directly.

DATED the ____ day of _____, 2017

FTI Consulting Canada Inc., in its capacity as Receiver of Twin Butte Energy Ltd.

Per: _____

Pursuant to the Claims Procedure,

1. the Claimant has commenced an application with the Court to resolve the dispute over its Claim as set forth herein, and will serve the Receiver with application materials under separate cover; and
2. The return date for the Claimant's application is _____, 2017.

THIS FORM AND ANY REQUIRED SUPPORTING DOCUMENTATION MUST BE RETURNED TO THE RECEIVER BY REGISTERED MAIL, PERSONAL SERVICE, EMAIL (IN PDF FORMAT), FACSIMILE OR COURIER TO THE ABOVE-NOTED ADDRESS, AND MUST BE RECEIVED BY THE RECEIVER BEFORE 5:00 PM ON THE FIFTEENTH CALENDAR DAY AFTER THE DATE OF THE NOTICE OF REVISION OR DISALLOWANCE.

DATED this ____ day of _____, 2017

Witness

Per: _____

(Name of Claimant or Employee)

*(if Claimant is not an individual,
print name and title of authorized signatory)*

Name: _____

Title: _____

Schedule "F"

NOTICE TO CREDITORS OF TWIN BUTTE ENERGY LTD.

TO: [NAME]

On September 1, 2016, FTI Consulting Canada Inc. (the "Receiver") was appointed as receiver of the current and future assets, undertakings and properties of Twin Butte Energy Ltd. ("Twin Butte"), pursuant to an order of the Court of Queen's Bench of Alberta (the "Court").

On April 27, 2017, the Court granted a further order, prescribing the process by which the identity and status of all creditors of Twin Butte is to be established for the purposes of the receivership proceedings (the "Claims Procedure Order"). A copy of the Claims Procedure Order may be accessed online at <http://cfcanada.fticonsulting.com/TwinButte>.

Capitalized terms not defined herein have the meaning given to such terms in the Claims Procedure Order.

Pursuant to the Claims Procedure Order, the Receiver is required to send a notice to each known creditor of Twin Butte.

Any Person (other than an Employee) wishing to assert a Claim against Twin Butte, must send a completed Proof of Claim to the Receiver, and such Proof of Claim must be actually received by the Receiver no later than **5:00 P.M. (Calgary Time) on June 1, 2017 (the "Claims Bar Date")**.

All Proofs of Claim should be delivered by registered mail, personal delivery, courier, email (in PDF format) or facsimile transmission to the following address:

FTI Consulting Canada Inc., Court-appointed receiver of Twin Butte Energy Ltd.
Attn: Deryck Helkaa / Dustin Olver
720, 440 2nd Avenue SW
Calgary, AB T2P 5E9
Email: deryck.helkaa@fticonsulting.com / dustin.olver@fticonsulting.com
Telephone: (403) 454-6031 / (403) 454-6032
Fax: (403) 232-6116

A copy of the Proof of Claim form is enclosed; however, further copies of the Proof of Claim form may be accessed at <http://cfcanada.fticonsulting.com/TwinButte>.

If you do not submit a Proof of Claim on or before the Claims Bar Date, your Claim will be **barred and extinguished forever**, and you will not be entitled to further notice of these proceedings.

If you have any questions regarding the Claims Procedure, or the attached materials, please contact the Receiver directly.

Dated the ____ day of May, 2017, at Calgary, Alberta,

FTI Consulting Canada Inc., in its capacity as
court-appointed Receiver of Twin Butte Energy, Ltd.
Per: