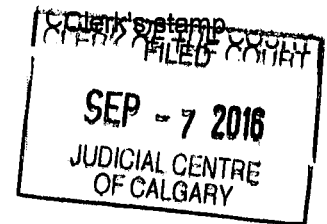


COURT FILE NUMBER 1601-05495
COURT COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE Calgary
PLAINTIFF NATIONAL BANK OF CANADA
DEFENDANT MOSAIC ENERGY LTD.



**IN THE MATTER OF THE RECEIVERSHIP OF
MOSAIC ENERGY LTD.**

APPLICANT ERNST & YOUNG INC. in its capacity as Court-appointed Receiver of the current and future assets, undertakings and properties of MOSAIC ENERGY LTD.

DOCUMENT **APPLICATION (CLAIMS PROCEDURE)**

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 CANADA
Tel: +1 403.267.8222
Fax: +1 403.264.5973
Email: howard.gorman@nortonrosefulbright.com
randal.vandemosselaer@nortonrosefulbright.com

Attention: Howard A. Gorman, Q.C. / Randal S. Van de Mosselaer
File no.: 01128610-0068

NOTICE TO RESPONDENTS

This application is made against you. You are a respondent.

You have the right to state your side of this matter before the master/judge.

To do so, you must be in Court when the application is heard as shown below:

Date: September 14, 2016
Time: 2:00 p.m.
Where: Calgary, Alberta
Before Whom: The Honourable Justice A.D. Macleod

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. An Order, substantially in the form attached hereto as **Schedule "A"**,
 - (a) approving a procedure by which Ernst & Young, Inc. ("**EY**", or the "**Receiver**") in its capacity as Court-appointed receiver of the current and future assets, undertakings and properties of Mosaic Energy Ltd. ("**Mosaic**"), may determine the amount and classification of all of the claims of creditors (other than employees or former employees) of Mosaic (the "**Claims Procedure**");
 - (b) approving a procedure by which the Receiver may determine the claims of any employees and former employees of Mosaic having such claims (the "**Employee Claims Procedure**");
 - (c) providing that any creditor not complying with the procedures and time frames set forth in the Claims Procedure shall be forever barred and estopped from asserting any claim against Mosaic, and any such claim, not having been asserted in accordance with the Claims Procedure, shall be forever extinguished;
 - (d) providing that any employee or former employee not complying with the procedures and time frames set forth in the Employee Claims Procedure:
 - (i) shall be deemed to have accepted the amount and classification of such employee or former employee's claim as set forth in a notice to be delivered by the Receiver to such employee in a prescribed form (the "**Notice to Employee**"); and
 - (ii) shall be forever barred and estopped from asserting a claim other than as such employee's claim is set forth in the relevant Notice to Employee;
 - (e) directing that the Receiver's compliance with the notice requirements set forth in the Order, the Claims Procedure, and the Employee Claims Procedure, shall constitute good and sufficient service and delivery of notice on any person entitled to service or receipt of this application, the Order, the applicable claims bar dates, the Claims Procedure, and the Employee Claims Procedure; and
 - (f) such other and further relief as may be set forth in the form of order attached hereto as **Schedule "A"**, or as counsel may advise and this honourable Court may permit.

Grounds for making this application:

2. EY was appointed as the receiver of the current and future assets, undertakings and properties of Mosaic by order of this honourable Court dated April 26, 2016 (the "**Receivership Order**").
3. On June 21, 2016, this Honourable Court approved a sale and investment solicitation process ("**SISP**") to realize upon the property or business of Mosaic, and the Receiver's retention of RBC Dominion Securities, Inc. to act as selling agent (the "**Selling Agent**") in respect of the SISP.
4. Phase I of the SISP has been completed and the Receiver requires this Court's approval of the Claims Process and the Employee Claims Process, in order that the Receiver may accurately and fairly quantify and categorize the various claims against Mosaic by its creditors, employees, and former employees.
5. The Receiver is of the view that it is in the best interests of Mosaic and its stakeholders that the Claims Process and Employee Claims Process be approved.

Material or evidence to be relied on:

6. The Receivership Order.
7. The First Report of the Receiver, and the Second Report of the Receiver, both filed.
8. Such further and other materials as counsel may advise and this Honourable Court may permit.

Applicable Rules:

9. Rules 6.3(1), 6.9(1), and 6.47(e) and (f) of the Alberta *Rules of Court*, Alta Reg 124/2010 (the "*Rules*").

Applicable Acts and regulations:

10. The *Rules*, and such further and other Acts and regulations as counsel may advise and this Honourable Court may permit.

How the application is proposed to be heard or considered:

11. In Commercial Chambers, before the Honourable Justice Macleod.

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 applicant(s) what they want in your absence. You will be bound by any order that the Court makes. If you want to take part in this application, you or your lawyer must attend in Court on the date and time shown at the beginning of the form. If you intend to give evidence in response to the application, you must reply by filing an affidavit or other evidence with the Court and serving a copy of that affidavit or other evidence on the applicant(s) a reasonable time before the application is to be heard or considered.

SCHEDULE "A"

COURT FILE NUMBER	1601-05495	Clerk's stamp
COURT	Court of Queen's Bench of Alberta	
JUDICIAL CENTRE	Calgary	
PLAINTIFF	NATIONAL BANK OF CANADA	
DEFENDANT	MOSAIC ENERGY LTD.	

IN THE MATTER OF THE RECEIVERSHIP OF
MOSAIC ENERGY LTD.

APPLICANT ERNST & YOUNG INC. in its capacity as Court-appointed Receiver of the current and future assets, undertakings and properties of MOSAIC ENERGY LTD.

DOCUMENT **ORDER (CLAIMS PROCEDURE)**

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 CANADA

Tel: +1 403.267.8222
Fax: +1 403.264.5973
Email: howard.gorman@nortonrosefulbright.com
randal.vandemosselaer@nortonrosefulbright.com

Attention: Howard A. Gorman, Q.C. / Randal S. Van de Mosselaer
File no.: 01128610-0068

DATE ON WHICH ORDER WAS PRONOUNCED: September 14, 2016

NAME OF JUDGE WHO MADE THIS ORDER: The Honourable Mr. Justice A.D. Macleod

LOCATION OF HEARING: Calgary, Alberta

UPON THE APPLICATION of Ernst & Young Inc., in its capacity as Court-appointed receiver (the "**Receiver**") of the current and future assets, undertakings and properties of Mosaic Energy Ltd. ("**Mosaic**"); **AND UPON** having read the Receivership Order granted by the Honourable Justice P.R. Jeffrey dated April 26, 2016, filed (the "**Receivership Order**"); **AND UPON** reviewing the Second report of the receiver (the "**Second Report**"), hearing submissions from counsel for the Receiver, and from any other parties present,

IT IS HEREBY ORDERED THAT:

Approval of claims procedures

1. The procedure set forth in the attached **Schedule "A"** for determining claims of creditors, other than the claims of employees or former employees, of Mosaic (the "**Claims**")

Procedure") is hereby approved, and the Receiver is authorized and directed to implement the Claims Procedure.

2. The procedure set forth in the attached **Schedule "B"** for determining the claims of employees and former employees of Mosaic (the "**Employee Claims Procedure**") is hereby approved, and the Receiver is authorized and directed to implement the Employee 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, the Claims Procedure, the Employee Claims Procedure, and any of the notices appended hereto or set forth herein, the following terms shall have the following meanings:
 - a) "**Business Day**" means a day, other than a Saturday or a Sunday, on which banks are generally open for business in Calgary, Alberta;
 - b) "**Calendar Day**" means a day, including Saturday, Sunday, or any statutory holiday;
 - c) "**Claim**" any right or claim of any Person that exists as of the date of this Order against Mosaic, 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 Mosaic 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 Mosaic (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 Mosaic arising out of his or her employment, or the termination of such employment, including without limitation any claim for salary, pay, vacation pay, statutory, contractual or common law severance in lieu of notice;
 - iii. a Subsequent Claim; and
 - iv. a Subsequent Employee Claim.
- d) "**Claims Bar Date**" means 5:00 P.M. on October 19th, 2016, or such later date as may be ordered by the Court;
- e) "**Claims Package**" means the document package sent to all Creditors of Mosaic 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;
- f) "**Claims Procedure Order**" means this Claims Procedure Order;
- g) "**Court**" means the Alberta Court of Queen's Bench;
- h) "**Creditor**" means any person asserting a Claim that is not an Employee;
- i) "**Dispute Package**" means, with respect to any Claim, a copy of the related Proof of Claim, or (as the case may be) Employee Proof of Claim, a Notice of Revision or Disallowance, and a Notice of Dispute;
- j) "**Employee**" means anyone who is or was an employee of Mosaic on or before the date of the Receivership Order;
- k) "**Employee Claims Package**" means the document package sent by the receiver to Employees of Mosaic, and shall include a Notice to Employee, an Employee

Proof of Claim, and such other materials and notices as the Receiver may consider necessary or appropriate;

- l) **"Employee Claims Officer"** means a person who is appointed in accordance with the Employee Claims Procedure to adjudicate a dispute or disputes with respect to one or more Employee Claims;
- m) **"Employee Proof of Claim"** means a proof of claim in substantially the form attached as **Schedule "H"**;
- n) **"Known Creditors"** means those Creditors which are identifiable and ascertainable by the Receiver as Creditors with a Claim, as disclosed by the books and records of Mosaic, 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 Mosaic, in substantially the form attached hereto as **Schedule "I"**;
- p) **"Notice of Revision or Disallowance"** means a notice in substantially the form attached hereto as **Schedule "E"**;
- q) **"Notice of Dispute"** means a notice in substantially the form attached as **Schedule "F"**;
- r) **"Notice to Employee"** means a notice in substantially the form attached as **Schedule "G"**;
- s) **"Notice to Creditor"** means a notice to a creditor of Mosaic from the Receiver, in substantially the form attached hereto as **Schedule "C"**;
- t) **"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;
- u) **"Proof of Claim"** means a proof of claim in substantially the form attached hereto as **Schedule "D"**;
- v) **"Proven Claim"** means the amount, status, and/or validity of the Claim of a Creditor or Employee, as finally determined in accordance with this Claims

Procedure Order and the Claims Procedure, or the Employee Claims Procedure, as the case may be, 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 Notice to Employee has been issued, and remains unanswered;
 - ii. a Claim has been accepted by the Receiver;
 - iii. 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
 - iv. 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;
- w) **"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;
- x) **"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;
- y) **"Subsequent Employee Claim"** means a Claim by an Employee arising after the date of this Claims Procedure Order;
- z) **"Subsequent Employee 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 the Employee in question was terminated, provided that where the Subsequent Employee Claims Bar Date would otherwise fall on a

Saturday, Sunday, or statutory holiday, the Subsequent Employee Claims Bar Date shall in all such cases be deemed to fall on the next Business Day.

- aa) **"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;
- bb) **"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;
- cc) **"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; and
- dd) **"Website"** means the website maintained by the Receiver located at www.ey.com/ca/mosaic.

Notice of Claims Procedures and barring of Claims

- 5. 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 Mosaic, and such Claim or Claims shall be forever extinguished; and
 - b) not be entitled to any further notice in these proceedings.
- 6. Any Employee who fails to deliver an Employee Proof of Claim in accordance with this Claims Procedure Order and the Employee Claims Procedure, and on or before the Claims Bar Date or (in the event of a Subsequent Employee Claim) the Subsequent Employee Claims Bar Date, shall:

- a) be deemed to accept the Claim as set forth and described in the Notice to Employee;
- b) be forever barred, estopped and enjoined from amending its Claim or otherwise asserting a Claim other than as described in the Notice to Employee; and
- c) the Claim of such Employee as set out in the Notice to Employee shall be a Proven Claim.

Notice Sufficient

- 7. 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.
- 8. The posting of the Employee Claims Package and this Claims Procedure Order on the Website, and the mailing to Employees of the Employee Claims Package in accordance with the Employee 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 Employee Claims Bar Date, on all Employees who may be entitled to receive service or notice thereof, and no other document or material need be sent to or served upon any Employee in respect of this Order.

Filing of Proofs of Claim

- 9. A Proof of Claim, or an Employee 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, the Subsequent Claims Bar Date, or the Subsequent Employee Claims Bar Date.

Notices and communication

10. 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 Mosaic.
11. Service or delivery of any notice or communication on a Creditor, Employee, 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.
12. 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.
13. 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:

Ernst & Young Inc., Court-appointed receiver of Mosaic Energy Ltd.
Attn: Carolyn Parker
1000, 440 2nd Avenue SW
Calgary, AB T2P 5E9
Email: carolyn.parker@ca.ey.com
Telephone: (403) 206-5331
Fax: (403) 206-5075

14. In the event that the day on which any notice or communication required to be delivered pursuant to the Claims Procedure or the Employee Claims Procedure is not a Business Day, then such notice or communication shall be required to be delivered on the following Business Day.

15. 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

16. 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, Employee 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 or the Employee Claims Procedure, as the case may be, as to the completion and execution of Proofs of Claim, Employee Proofs of Claim, and Notices of Dispute.
17. 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, the Employee Claims Procedure, and this Claims Procedure Order.
18. 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.
19. 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, the Employee Claims Procedure, or this Claims Procedure Order.

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 September 19, 2016.
2. The Receiver shall cause the Newspaper Notice to be published in the Calgary Herald on or before September 19, 2016.
3. The Receiver shall cause the Claims Package to be posted on the Website on or before September 19, 2016.
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 Mosaic 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 Mosaic, and such Claim or Claims shall be forever extinguished.
6. Every Creditor asserting a Subsequent Claim against Mosaic 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 Mosaic; 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.

Schedule "B"

EMPLOYEE CLAIMS PROCEDURE

Notice of Employee Claims Procedure

1. In the case of all Employees terminated prior to the date of this Claims Procedure Order, the Receiver shall cause an Employee Claims Package to be sent to each such Employee by regular prepaid mail, fax, courier, or email on or before September 19, 2016.
2. In the case of all other Employees, the Receiver shall cause an Employee Claims Package to be sent to each such Employee by regular prepaid mail, fax, courier, or email within three Business Days of any termination of such Employee, and where an Employee receives an Employee Claims Package after the Claims Bar Date, such Employee's Claim shall be deemed to be a Subsequent Employee Claim for the purposes of this Employee Claims Procedure.
3. The Receiver shall post the Employee Claims Package to the Website.
4. In the case of an Employee Claims Package that is sent to an Employee, the Employee Claims Package shall include a Notice to Employee setting forth the amount and classification of such Employee's Claim as assessed by the Receiver on the basis of the books and records of Mosaic.

Filing of Employee Proofs of Claim and Determination of Claims

5. In the event an Employee who receives an Employee Claims Package agrees with the assessment of the amount and classification of the Claim as set out therein, such Employee need not file an Employee Proof of Claim, or take any further action, and upon no further action being taken on or before the Claims Bar Date or (as the case may be) the Subsequent Employee Claims Bar Date, the Claim set out in the Employee Claims Package shall be a Proven Claim.
6. In the event an Employee who receives an Employee Claims Package disagrees with the assessment of the amount, classification, or both the amount and classification of the Claim as set out therein, such Employee may set out its aggregate Claim in a written Employee Proof of Claim, and deliver that Employee Proof of Claim so that it is received by the Receiver no later than the Claims Bar Date, or, in the case of a Subsequent Employee Claim, the Subsequent Employee Claims Bar Date, failing which such Employee will:

- a. be deemed to accept the Claim as set forth and described in the Notice to Employee;
 - b. be forever barred, estopped and enjoined from amending its Claim or otherwise asserting a Claim other than as described in the Notice to Employee; and
 - c. the Claim of such Employee as set out in the Notice to Employee shall be a Proven Claim.
7. The Receiver shall review each Employee Proof of Claim received by the Claims Bar Date, or the Subsequent Employee Claims Bar Date, as the case may be, and shall accept, revise, or disallow the Claim set out in such Employee Proof of Claim.
8. The Receiver may attempt to resolve the classification and amount of a Claim by consent through negotiations with the Employee 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 an Employee 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 Employee asserting such Claim of its decision by sending a Notice of Revision or Disallowance to such Employee.
11. Any Employee 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, supported by an affidavit setting out the basis for such Employee's Claim.
12. Upon receipt of service of a Notice of Dispute in accordance with this Employee Claims Procedure, the Receiver may attempt to resolve the classification and amount of the Claim with the Employee by consent. If a Claim is resolved by consent between the Receiver and an Employee, the Receiver may accept a revised Employee Proof of Claim setting forth the agreed classification and amount of the Claim, and such Claim will be a Proven Claim.
13. Upon receipt of a Notice of Dispute in accordance with this Employee Claims Procedure, and in the event that the classification and amount of an Employee's Claim is not resolved by consent, the Receiver shall attempt to reach agreement with the disputing Employee as to the appointment of an individual to serve as Employee Claims Officer in respect of such Employee's Claim.

14. In the event that the Receiver and the Employee are unable to agree to the appointment of an individual as Employee Claims Officer, the parties shall jointly apply to the Court for the designation of an Employee Claims Officer.
15. The Employee Claims Officer appointed in accordance with this Employee Claims Procedure will have the authority to hear and resolve any matters and issues raised in the Notice of Dispute, and with respect to the Employee's Claim, in a process to be directed by such Employee Claims Officer, which process may include:
 - a. filing of application and reply materials;
 - b. questioning on any Affidavits, under oath;
 - c. exchange of written submissions; and/or
 - d. conduct of an oral arbitration hearing,all as may be directed by the assigned Employee Claims Officer.
16. On being designated as the Employee Claims Officer in respect of a Claim, the Employee Claims Officer shall write to the Receiver and the Employee identified in the relevant Notice of Dispute, and
 - a. confirm receipt of the application contemplated in paragraph 11 hereof;
 - b. direct the Employee and the Receiver to forward any additional materials that the Employee Claims Officer may reasonably require; and
 - c. advise the Employee and the Receiver as to the process for the resolution of the Employee's application as determined by the Employee Claims Officer in accordance with paragraph 15 hereof.
17. Any Employee who fails to deliver a Notice of Dispute and file an application with the Court within the time set forth in this Employee 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.
18. The disputing Employee, or the Receiver, may file any decision of the Employee Claims Officer by way of an Application to the Court, returnable within fifteen (15) days of the rendering of any decision of an Employee Claims Officer.

Schedule "C"

EMPLOYEE PROOF OF CLAIM

IN THE MATTER OF THE RECEIVERSHIP OF MOSAIC ENERGY LTD. ("Mosaic")

Regarding the claim of _____ (the "Employee")

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

Telephone Number: (____) ____-____

Facsimile Number: (____) ____-____

Email address: _____

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

☐ Please provide hard copies of correspondence to the address above.

I, _____ *(name of Employee signing Claim)*, of
_____ *(City, Province or State)*, do hereby certify that:

1. I am the Employee.
2. I have knowledge of all the circumstances connected with the claim referred to in this form.
3. The details of my employment with Mosaic include the following:
 - a) Date of Commencement of Employment: _____
 - b) Date of Termination of Employment: _____
 - c) Position at Termination: _____
 - d) Salary (including bonuses) at Termination: _____
 - e) Age at Termination (optional): _____
4. Since my Termination, I (have/have not) arranged alternate employment *(provide details)*.

5. I claim entitlement to a Claim in the sum of \$ _____, the details and calculation of which are as follows:

(attach additional details if space insufficient)

DATED this ____ day of _____, 2016, at _____.

Per: _____

Witness

Name of Employee

Schedule "D"

NEWSPAPER NOTICE TO CREDITORS OF MOSAIC

**NOTICE OF CLAIMS PROCEDURE IN THE RECEIVERSHIP OF MOSAIC ENERGY, LTD.
("MOSAIC")**

On April 26, 2016, Ernst & Young Inc. (the "**Receiver**") was appointed as receiver of the current and future assets, undertakings and properties of Mosaic Energy Ltd. ("**Mosaic**"), pursuant to an order of the Court of Queen's Bench of Alberta (the "**Court**").

On September 14, 2016, the Court granted a further order, prescribing the process by which the identity and status of all creditors of Mosaic 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 www.ey.com/ca/mosaic.

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 September 19th, 2016, to send a Claims Package to each Known Creditor, with instructions regarding a Claims Procedure whereby a Creditor of Mosaic 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 Mosaic, you may request a Claims Package by submitting a request in writing to the Receiver at the following address:

Ernst & Young Inc., Court-appointed receiver of Mosaic Energy Ltd.
Attn: Carolyn Parker
1000, 440 2nd Avenue SW
Calgary, AB T2P 5E9
Email: carolyn.parker@ca.ey.com
Telephone: (403) 206-5331
Fax: (403) 206-5075

All Creditors, including Known Creditors, who wish to assert a Claim against Mosaic must submit a completed Proof of Claim to the Receiver at the above address on or before 5:00 PM (Calgary Time) on October 19th, 2016 (the "**Claims Bar Date**").

All Creditors who wish to assert a Subsequent Claim against Mosaic 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 Mosaic, 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 Mosaic.

Schedule "E"

Notice of Revision or Disallowance

To: [NAME AND ADDRESS OF CREDITOR OR EMPLOYEE] (the "**Claimant**" or "**Employee**")

Date:

Proof of Claim No.

IN THE MATTER OF THE RECEIVERSHIP OF MOSAIC ENERGY LTD. ("MOSAIC")

Take notice that Ernst & Young Inc., in its capacity as court-appointed receiver of Mosaic (the "**Receiver**") has reviewed the (*Proof of Claim / Employee Proof of Claim*) in respect of the above-named (*Claimant/Employee*), and has assessed the (*Proof of Claim / Employee Proof of Claim*) in accordance with the order of the Alberta Court of Queen's Bench issued on September 14, 2016 (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 / Employee 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.
3. in the case of an Employee Claim, the application filed with the Court will be referred to an Employee Claims Officer for resolution in accordance with the Employee Claims Procedure.

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 be 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 _____, 2016

Ernst & Young Inc., in its capacity as Receiver of Mosaic Energy, Ltd.

Per: _____

Schedule "F"

Notice of Dispute

To: Ernst & Young, Inc., in its capacity as Court-Appointed Receiver of Mosaic Energy, Ltd. (the "Receiver")

Date:

Proof of Claim No.:

Claimant: [NAME AND ADDRESS OF CLAIMANT] (the "Claimant" or the "Employee")

IN THE MATTER OF THE RECEIVERSHIP OF MOSAIC ENERGY LTD. ("MOSAIC")

Pursuant to the Claims Procedure Order dated September 14, 2016 (the "Claims Procedure Order"), the (Claimant/Employee) hereby gives notice that it disputes the Notice of Revision or Disallowance dated _____, 2016, issued by the Receiver.

The (Claimant/Employee) disputes the Claim as revised or disallowed in the said Notice of Revision or Disallowance as follows:

Amount of Revised Claim accepted by Receiver	Amount of Revised Claim as disputed	Classification of Revised Claim by Receiver	Classification of Revised Claim as disputed
\$	\$		

Reason for the dispute (attach copies of any supporting documentation)

Address for service of Notice of Dispute of Revision or Disallowance:

Ernst & Young Inc., Court-appointed receiver of Mosaic Energy Ltd.
Attn: Carolyn Parker
1000, 440 2nd Avenue SW
Calgary, AB T2P 5E9
Email: carolyn.parker@ca.ey.com

Telephone: (403) 206-5331
Fax: (403) 206-5075

Pursuant to the Claims Procedure,

1. the (*Claimant/Employee*) 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/Employee's*) application is _____, 2016.

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 _____, 2016

Witness

Per: _____

(*Name of Claimant or Employee*)

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

Name: _____

Title: _____

Schedule "G"

NOTICE TO EMPLOYEE

TO: [NAME]

Date:

On April 26, 2016, Ernst & Young Inc. (the "**Receiver**") was appointed as receiver of the current and future assets, undertakings and properties of Mosaic Energy Ltd. ("**Mosaic**"), pursuant to an order of the Court of Queen's Bench of Alberta (the "**Court**").

On September 14 2016, the Court granted a further order, prescribing the process by which the identity and status of all claims against Mosaic 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 www.ey.com/ca/mosaic.

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 terminated Employee of Mosaic. This Notice is to indicate the amount and classification of such Employee's Claim, as determined by the Receiver on the basis of its review of the books and records of Mosaic.

CLAIM ASSESSED

The Receiver has reviewed the books and records of Mosaic, including those books and records that relate to your employment with Mosaic, and is prepared to accept a Claim against Mosaic from you as an unsecured claim in the amount of \$_____.

In the event that you agree with the Receiver's assessment of your claim, no further action is required.

However, if you wish to dispute the Receiver's assessment of your claim, you must take the steps outlined below.

DISPUTE OF ASSESSMENT

The Claims Procedure Order establishes an Employee Claims Procedure, whereby if an Employee disagrees with the Receiver's assessment of such Employee's Claim, the Employee must complete and return an Employee Proof of Claim advancing a different amount and/or claiming secured status if applicable, attaching any supporting documentation. The Employee Proof of Claim must be completed using the attached form, and returned to the Receiver by registered mail, courier, email (in PDF format), personal delivery or facsimile transmission, addressed to:

Ernst & Young Inc., Court-appointed receiver of Mosaic Energy Ltd.
Attn: Carolyn Parker
1000, 440 2nd Avenue SW
Calgary, AB T2P 5E9
Email: carolyn.parker@ca.ey.com
Telephone: (403) 206-5331
Fax: (403) 206-5075

The completed Employee Proof of Claim must be actually received by the Receiver no later than 5:00 PM (Calgary Time) on October 19th, 2016 (the "Claims Bar Date").

If you are receiving this Notice to Employee after October 19th, 2016, the Completed Employee Proof of Claim must be actually received by the Receiver no later than 5:00 PM (Calgary Time) on the thirtieth (30th) Calendar Day after the date of this Notice to Employee, or if that day falls on a weekend or statutory holiday, the next Business Day (the "Subsequent Employee Claims Bar Date").

If no Employee Proof of Claim is received on or before the Claims Bar Date, or the Subsequent Employee Claims Bar Date, as the case may be, you will be conclusively deemed to have accepted the amount of your Claim as set out herein, and its status as unsecured. In all such cases your Claim as set out herein shall be a Proven Claim in the Receivership of Mosaic.

A copy of the Employee Proof of Claim form is enclosed; however, further copies may be accessed at www.ey.com/ca/mosaic.

If you choose to complete an Employee Proof of Claim, please note the following:

1. the person signing the form must have knowledge of the circumstances connected with the Claim;
2. the person signing the form must insert the place and date in the space provided; and
3. the signature must be witnessed.

Notice of Revision or Disallowance by the Receiver

If you send a completed Employee Proof of Claim to the receiver in accordance with the above, the Receiver will review the Employee Proof of Claim, and provide you with a notice in writing by registered mail, courier, email, or facsimile to advise as to whether your Claim is accepted, disputed in whole, or disputed in part. Where the Claim is disputed in whole or in part, the Receiver will issue a Notice of Revision or Disallowance indicating the reasons for the revision, or the disallowance, of your Claim.

Notice of Dispute by Employee

If you disagree with the Receiver's revision or disallowance of your Claim, the Employee Claims Procedure allows you to dispute the Receiver's revision or disallowance of your Claim by taking the following steps:

1. completing and returning a Notice of Dispute on the form prescribed in the Claims Procedure Order;
2. delivering the completed Notice of Dispute to the Receiver by registered mail, courier service, email (in PDF format) or facsimile within fifteen (15) Calendar Days of the date on which you receive the Notice of Revision or Disallowance from the Receiver; and
3. file an application with the designated Employee Claims Officer, returnable within ten (10) Calendar Days of the date on which the Notice of Dispute is delivered to the Receiver, supported by an affidavit setting out the reasons for the dispute regarding your Claim.

The Employee Claims Officer will have the authority to decide any dispute regarding your Claim between you and the Receiver. Your Claim as determined by the Employee Claims Officer shall be a Proven Claim in the receivership of Mosaic.

CLAIMS NOT PROVEN OR ACCEPTED IN ACCORDANCE WITH THE PROCEDURES SET OUT IN THIS NOTICE TO EMPLOYEE, THE EMPLOYEE CLAIMS PROCEDURE, AND THE CLAIMS PROCEDURE ORDER, WILL BE FOREVER BARRED AND MAY NOT THEREAFTER BE ADVANCED AGAINST MOSAIC.

Additional information regarding the Mosaic receivership, as well as blank copies of any of the forms referenced herein, may be accessed at www.ey.com/ca/mosaic.

If you have any questions regarding the Employee Claims Procedure, as set out above, or the Claims Procedure Order, please contact the Receiver directly.

Dated the ____ day of _____, 2016, at Calgary, Alberta,

Ernst & Young, Inc., in its capacity as court-appointed Receiver of Mosaic Energy, Ltd.

Per:

Schedule "H"

NOTICE TO CREDITORS OF MOSAIC ENERGY LTD.

TO: [NAME]

On April 26, 2016, Ernst & Young Inc. (the "**Receiver**") was appointed as receiver of the current and future assets, undertakings and properties of Mosaic Energy Ltd. ("**Mosaic**"), pursuant to an order of the Court of Queen's Bench of Alberta (the "**Court**").

On September 14, 2016, the Court granted a further order, prescribing the process by which the identity and status of all creditors of Mosaic 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 www.ey.com/ca/mosaic.

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 Mosaic.

Any Person (other than an Employee) wishing to assert a Claim against Mosaic, 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 October 19th, 2016 (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:

Ernst & Young Inc., Court-appointed receiver of Mosaic Energy Ltd.
Attn: Carolyn Parker
1000, 440 2nd Avenue SW
Calgary, AB T2P 5E9
Email: carolyn.parker@ca.ey.com
Telephone: (403) 206-5331
Fax: (403) 206-5075

A copy of the Proof of Claim form is enclosed; however, further copies of the Proof of Claim form may be accessed at www.ey.com/ca/mosaic.

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 September, 2016, at Calgary, Alberta,

Ernst & Young, Inc., in its capacity as court-appointed Receiver of Mosaic Energy, Ltd.

Per:

Schedule "I"

PROOF OF CLAIM

IN THE MATTER OF THE RECEIVERSHIP OF MOSAIC ENERGY LTD. ("Mosaic")

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 Mosaic was at April 26, 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 Mosaic is entitled, or amounts associated with the return of equipment or assets by Mosaic, 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".

DATED this ____ day of _____, 2016

Witness

Per: _____

Name of Claimant:

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

Name: _____

Title: _____