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

Dated this 15 day of November 2016

for Clerk of the Court

Form 27
[Rules 6.3 and 10.52(1)]

Clerk's stamp

JUDICIAL CENTRE OF CALGARY
FILED
NOV 15 2016
CLERK OF THE COURT

COURT FILE NUMBER	1601-14057
BANKRUPTCY ESTATE/COURT FILE NO:	24 – 2180230 24 - 2180231
COURT	COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE	Calgary
APPLICANTS	IN THE MATTER OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, c. B-3, as amended AND IN THE MATTER OF THE BANKRUPTCY OF QUINTERA DRILLING LIMITED PARTNERSHIP and QUINTERA DRILLING 2010 INC.
DOCUMENT	**ORDER**
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 Howard A. Gorman, Q.C. and John Cassell Tel: +1 403.267.8222 Fax: +1 403.264.5973 Lawyers for Quintera Drilling Limited Partnership and Quintera 2010 Inc. File no.: 01032461-0001

DATE ON WHICH ORDER WAS PRONOUNCED:	**November 14, 2016**
NAME OF JUDGE WHO MADE THIS ORDER:	**The Honourable Madam Justice K.M. Eidsvik, on the Commercial List, Chambers**
LOCATION OF HEARING:	**Calgary**

UPON THE APPLICATION of the Applicants, Quintera Drilling Limited Partnership (**"Quintera LP"**) and Quintera Drilling 2010 Inc. (**"Quintera Inc."**, collectively with Quintera LP referred to as **"Quintera"**); **AND UPON** reviewing the application of Quintera and the report of the Ernst & Young Inc. (**"Trustee"**) as Trustee of Quintera regarding the vote of creditors on the Proposal dated November 10, 2016; **AND UPON** hearing submissions from counsel to Quintera and counsel for the Trustee and any other parties who may be present;

IT IS HEREBY ORDERED AND DECLARED THAT:

1. service of this Application is hereby abridged and deemed good and sufficient;
2. the Trustee is permitted to file its Report dated November 10, 2016 with the Court and the Official Superintendent in Bankruptcy, and the timelines permitting it to do so are hereby abridged;
3. the within application is hereby permitted to be heard in Calgary;
4. the amended proposal in bankruptcy of Quintera, attached hereto as Schedule "A" is hereby approved;
5. the bankruptcy of Quintera is annulled as of the date set out in the Amended Proposal.

The Honourable Justice K.M. Eidsvick

CAN_DMS: \104819856\1

Schedule "A"

Court File No. 1601-14057

ALBERTA
COURT OF QUEEN'S BENCH
IN BANKRUPTCY AND INSOLVENCY

IN THE MATTER OF THE PROPOSAL OF
QUINTERA DRILLING LIMITED PARTNERSHIP and
QUINTERA DRILLING 2010 INC.

AMENDED PROPOSAL

Quintera Drilling Limited Partnership ("**Quintera LP**"), and Quintera Drilling 2010 Inc. ("**Quintera Inc.**", collectively with Quintera LP referred to as "**Quintera**") the above-named debtors, hereby submits the following Proposal (the "**Proposal**") to its creditors pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 (the "**Act**").

PART 1
BACKGROUND

1. Quintera LP is a limited partnership registered pursuant to the laws of the Province of Manitoba. The General Partner of Quintera LP is Quintera Inc., which is a corporation registered pursuant to the laws of Alberta.

2. Quintera LP is an oil and gas drilling contractor that operates in Western Canada in the Western Canadian Sedimentary Basin. Quintera LP owns and operates a fleet of 10 drilling rigs and operates its business out of a leased facility in Nisku, Alberta.

3. Quintera LP is presently insolvent and unable to pay its debts as they become due and the value of its assets is significantly less than the amounts of its debts. On October 24, 2016, Quintera LP and Quintera Inc. voluntarily assigned itself into Bankruptcy under the Act.

PART 2
INTERPRETATION

4. In this Proposal, capitalized terms shall have the following meanings:

   (a) "**Act**" means the *Bankruptcy and Insolvency Act*, as it may be amended from time to time;

   (b) "**Annulment Date**" means one Business Day after the Distribution Date;

   (c) "**Approval Order**" means an Order of the Court approving this Proposal to be granted pursuant to the provisions of the Act;

   (d) "**Assets**" means the assets, undertakings and property of Quintera;

   (e) "**ATB**" means Alberta Treasury Branches;

(f) "**Business Day**" means a day, other than Saturday or Sunday or a day observed as a holiday pursuant to the laws of the Province of Alberta or the federal laws of Canada, on which banks are generally open for business;

(g) "**Claim**" means any indebtedness, liability, action, cause of action, suit, debt, due, account, bond, covenant, contract, counterclaim, demand, claim, right and obligation of any nature whatsoever of Quintera to any Person whether liquidated, unliquidated, fixed, contingent, matured, legal, equitable, secured, unsecured, present, future, known or unknown, and whether by guarantee, surety or otherwise, incurred or arising or relating to the period prior to the Filing Date, or based in whole or in part on facts, contracts or arrangements which occurred or existed prior to the Filing Date, together with any other claims provable in bankruptcy on the Filing Date, including without limitation, claims arising from the repudiation, disclaimer or termination of any lease, license, contract, arrangement or contract of employment prior to the Filing Date, providing that all such claims shall be allowed without allowance for interest after the Filing Date and without allowance for penalties and net of any normal discounts. All Claims must be converted to Canadian Dollars at the Bank of Canada Daily Foreign Exchange Rate at the Filing Date;

(h) "**Compromise Amount**" means $3,750,000 as described and defined at section 24 of the Proposal.

(i) "**Court**" means the Alberta Court of Queen's Bench, In Bankruptcy and Insolvency;

(j) "**Credit Facilities**" means the amended and restated credit facilities dated July 30, 2015 provided by ATB to Quintera LP, and guaranteed by Quintera Inc.

(k) "**Creditor**" means any person having a Claim and may, if the context requires, mean a trustee, receiver, receiver-manager or other person acting on behalf or in the name of such person;

(l) "**Creditors' Meeting**" means the meeting of Creditors called for the purpose of considering and voting upon the Proposal;

(m) "**Distribution Date**" means the date the Trustee effects the distribution to Creditors contemplated herein, which shall be within 2 days of the Effective Date;

(n) "**Effective Date**" means the date on which this Proposal is approved by the Court, after being approved by the requisite majority of Quintera's Creditors;

(o) "**Filing Date**" means the date on which Quintera LP and Quintera Inc. voluntarily assigned itself into Bankruptcy, namely October 21, 2016;

(p) "**Ford Finance Agreements**" means the Agreements attached at Schedule C.

(q) "**General Partner**" means Quintera Drilling 2010 Inc.

(r) "**Maturity Date**" means the date on which all payments to Unsecured Creditors and the Secured Creditor have been made, provided that no default has occurred that has not been cured or waived;

(s) **"Landlord"** means 392826 Alberta Ltd.

(t) "**Official Receiver**" shall have the meaning ascribed thereto by the Act;

(u) "**Person**" means any individual, partnership, joint venture, trust, corporation, unincorporated organization, government or any agency or any other entity however designated or constituted;

(v) "**Proposal Sponsor**" means Kuzyk Finance Corp. in its capacity as Proposal funder and sponsor as set out herein;

(w) "**Proposal**" means this Proposal made pursuant to the Act, as further amended or supplemented from time to time;

(x) "**Proposal Period**" means the period between the Effective Date and the Maturity Date;

(y) "**Proven Claim**" means the amount claimed by a Creditor and approved by the Trustee and Quintera;

(z) "**Related Creditor**" means any Claims against Quintera LP or Quintera Inc. by the following individuals or entities: Richard Kuzyk, Creative Business Solution Inc. ("**CBS**"), or Polytubes LP;

(aa) "**Secured Creditor**" means the Creditor who has security against various assets of Quintera LP and Quintera Inc. with respect to their Claims, namely, Alberta Treasury Branches;

(bb) "**Source Deduction Creditor**" means her Majesty in Right of Canada or a Province for all amounts that were outstanding at the time of the Filing Date and are of a kind that could be subject to a demand under,

i) Subsection 224(1.2) of the *Income Tax Act*;

ii) Any provision of the *Canada Pension Plan* or the *Employment Insurance Act* that refers to subsection 224(1.2) of the *Income Tax Act* and provides for the collection of a contribution, as defined in the *Canada Pension Plan*, or an employee's premium, or employee's premium, as defined in the *Employment Insurance Act*, and of any related interest, penalties or other amounts; or

iii) Any provision of provincial legislation that has a similar purpose to subsection 224(12) of the *Income Tax Act*, or that refers to that subsection, to the extent that it provides for the collection of a sum, and of any related interest, penalties or other amounts, where the sum:

A) Has been withheld or deducted by a person from a payment to another person and is in respect of a tax similar in nature to the income tax imposed on individuals under the *Income Tax Act*; or

B) Is of the same nature as a contribution under the *Canada Pension Plan* if the province is a "province providing a comprehensive pension plan" as defined in subsection 3(1) of the *Canada Pension Plan* and the provincial legislation establishes a "provincial pension plan" as defined in that subsection.

(cc) "**Trustee**" means Ernst & Young Inc. or its duly appointed successor or successors;

(dd) "**Unaffected Claims**" means claims that are not affected by this Proposal being the fees and disbursements of the Trustee, its counsel and counsel for Quintera in relation to this Proposal;

(ee) "**Unaffected Creditor**" means: 392826 Alberta Ltd., Ford Credit Canada Limited, 1664861 Alberta Ltd.,

(ff) "**Unsecured Creditor**" means any Creditor who has no security against any assets of Quintera with respect to its Claim, excluding Related Creditors and Unaffected Creditors.

Headings

5. The divisions of this Proposal into parts, paragraphs and subparagraphs, and the insertion of headings herein is for convenience of reference only and is not to affect the construction or interpretation of this Proposal.

Numbers, etc.

6. In this Proposal, where the context requires, a word importing the singular number will include the plural and vice versa and a word or words importing gender will include all genders.

Date for Action

7. In the event that any date on which any action is required to be taken hereunder is not a Business Day, such action will be required to be taken on the next succeeding day that is a Business Day.

Time

8. All times expressed herein are in local time in Calgary, Alberta, Canada unless otherwise stipulated. Where the time for anything pursuant to the Proposal on a particular date is unspecified herein, the time shall be deemed to be 5:00 p.m. local time in Calgary, Alberta, Canada.

Successors and Assigns

9. This Proposal will be binding upon and will enure to the benefit of the heirs, administrators, executors, personal representatives, successors and assigns of all persons named or referred to herein.

Accounting Principles

10. Accounting terms not otherwise defined have the meanings assigned to them in accordance with Canadian generally-accepted accounting principles.

Schedules

11. The following are the Schedules attached hereto and incorporated by reference and deemed to be part hereof:

Schedule A – Lease dated December 1, 2015 between 392826 Alberta Ltd. and Quintera LP for a portion of lands located in Leduc County, Alberta legally described as Plan 0227516 Block 5, Lot 9A.

Schedule B – Listing of Claims of Unsecured Creditors.

Schedule C – Lease and Finance Agreements between Quintera LP and Ford Credit Canada Limited and 1664861 Alberta Ltd. for the finance and/or lease of various vehicles.

Repudiation of Contracts

12. Quintera may repudiate or give notice of repudiation of any contract, arrangement, agreement, lease, or indenture to which it is a party and provided such notice of repudiation is given, at least 10 days prior to the Creditors' Meeting, and the proven Claim of each person resulting or arising from the repudiation of such contracts, arrangements, agreements, leases and indentures shall be an unsecured Claim in this Proposal.

Director Claims

13. Any Claims that arose before the Filing Date regardless of the date of crystallization of such Claim and that relate to the obligations of Quintera LP, where the directors of the General Partner are by law liable in their capacity as directors for payments of such obligations, shall be deemed to be fully satisfied and discharged by the terms of this Proposal and shall not be enforceable against any of such current or former directors of the General Partner at law or in equity.

Statutory References

14. Except as otherwise provided herein, any reference in the Proposal to a statute including all regulations and amendments made under that statute or regulation(s) in force from time to time and any statute or regulation that supplements or supersedes such statute or regulation(s).

PART 3
OVERVIEW OF THE PROPOSAL

Purpose of the Proposal

15. The purpose of this Proposal is to effect a compromise and arrangement of the Claims of the Unsecured Creditors and Secured Creditor as against Quintera with a view to increasing the recovery for all stakeholders (excluding claims owing to the Related Creditors) while reducing the uncertainties, risks, costs, delays and possible losses for all Creditors that will otherwise occur. Quintera has concluded, and the Trustee agrees, that Unsecured Creditors will obtain a greater return on their Claims if this Proposal is approved than would result from a forced liquidation of its assets.

16. Creditors should review this Proposal to creditors before voting to accept or reject this Proposal. The transactions contemplated by this Proposal are to be implemented under the Act.

Effect of the Proposal

17. This Proposal restructures the affairs of Quintera and amends the terms of any and all agreements between Quintera and the Creditors existing as at the Effective Date and provides the essential terms on which all Claims will be fully and finally resolved and settled. During the Proposal Period, all Creditors will be stayed from commencing or continuing any proceeding or remedy against the Corporation or any of its property or assets in respect of a Claim including, without limitation, any proceeding or remedy to recover payment of any monies owing to Creditors, to recover to enforce any judgment against Quintera in respect of a Claim or to commence any formal proceedings against it other than as provided for under this Proposal.

18. For greater certainty, any and all Claims by Related Creditors, 392826 Alberta Ltd, Ford Credit Canada Limited, 1664861 Alberta Ltd., remain valid and outstanding and shall not be compromised as part of the Proposal or affected in any way.

19. This Proposal will, as of the Effective Date, be binding on Quintera and all Unsecured Creditors and the Secured Creditor included in classes that approve the Proposal in the manner provided for in the Act.

PART 4
PROPOSAL – CLASSIFICATION AND TREATMENT OF CLAIMS

Classes of Creditors

20. There will be two separate classes of creditors voting on the Proposal being Class 1 – the Secured Creditor and Class 2 - the Unsecured Creditors. Each of the two classes of creditors must approve the Proposal in accordance with the voting majority requirements set out in the Act.

Amendments to Agreements

21. Notwithstanding the terms and conditions of all agreements or other arrangements with Creditors entered into before the Filing Date, all such agreements or other arrangements will be deemed to be amended to the extent necessary as of the Effective Date to give effect to all the terms and conditions of this Proposal. In the event of any conflict or inconsistency between the terms of such agreements or arrangements and the terms of this Proposal, the terms of this Proposal will govern. All Creditors will provide such acknowledgements, agreements, discharges or other documentation as may be necessary to give effect to the intent of this Proposal. After the Maturity Date, the terms and conditions of this Proposal shall continue to apply to the obligations of Quintera to the Secured Creditor unless such agreements or other arrangements are amended in writing.

Treatment of Claims

22. For the purposes of this Proposal, a holder of a Claim in a Class of Claims listed in section 20 will receive the treatment provided for in this Proposal on account of such Claim. The Secured Creditor will not be entitled to participate in the amounts payable to Unsecured Creditors under this Proposal. During the Proposal Period, and provided Quintera is not in default hereunder, each creditor will be stayed from commencing or continuing any proceeding or remedy against Quintera or its property or the General Partner or its property based upon a Claim existing on or before the Filing Date, including, without limitation, any proceeding or remedy to recover payment of such Claim, to realize against any security granted in respect of such Claim, to recover or enforce a judgment against Quintera in respect of such Claim or to initiate any proceedings against it in respect of such Claim, other than an application or proceeding in connection with this Proposal.

Valuation of Claims

23. Quintera and the Trustee reserve the right to seek the assistance of the Court in valuing the Claim of any Creditor, if required, to ascertain the result of any vote on the Proposal or the amount payable or to be distributed to such Creditor under the Proposal, as the case may be.

Payment of Source Deduction Claims

24. As at the Filing Date, Quintera was current in respect of any source deduction remittances to the Canada Revenue Agency; however, in the event any source deduction claims exist, the Source Deduction Creditor shall be paid immediately after the making of the Approval Order using proceeds from the Proposal Sponsor.

Compromise and Payment of Claims of Secured Creditor

25. Upon the Approval Order being made, all amounts outstanding and owing by Quintera LP (and guaranteed by the General Partner) to the Secured Creditor under the Credit Facilities greater than $3,750,000 shall be settled and extinguished, with the remaining total outstanding sum owing by Quintera LP to the Secured Creditor under the Credit Facilities totalling $3,750,000 (Three million, seven hundred fifty thousand dollars) ("**Compromise Amount**").

26. Any agreement regarding the payments between Quintera LP and the Secured Creditor for the payment of the Compromise Amount shall not form part of this Proposal.

Payment of Claims of Unsecured Creditors

27. Immediately following the Effective Date, the Proposal Sponsor shall forward the Trustee sufficient funds to pay out 100% of the Proven Claims of Unsecured Creditors plus the Superintendant's Levy of 5% on all of the Proven Claims as more particularly set out on Schedule B, in full, who shall accept the same in full and complete satisfaction of their Claims.

28. The Trustee shall consider as a Proven Claim the following:

  a. Claims outstanding at the date of bankruptcy made up to December 1, 2016 ("**Claims Bar Date**"); or

  b. In the event a Creditor has not submitted a proof of claim by the Effective Date, a Claim that is set out in Quintera's Statement of Affairs filed with this Proposal and approved by the Trustee and Quintera prior to December 1, 2016.

Following December 1, 2016, no further Claims shall be submitted or considered for acceptance as a Proven Claim forming part of this Proposal. In the event Claims accepted by the Claims Bar Date exceed the amount reported on the Statement of Affairs, the Proposal Sponsor shall provide additional funding to the Trustee by December 2, 2016 that allows for the payment of any additional Proven Claims in accordance with the terms of the Proposal.

29. The Lease between Quintera LP and the Landlord dated December 1, 2015, attached as Schedule A to this Proposal shall not be disclaimed or repudiated as part of this Proposal or by the Trustee unless this Proposal is not approved by the Creditors or the Court and the Trustee determines it is in the interests of Quintera and the Creditors to do so.

30. The Ford Finance Agreements attached as Schedule C to this Proposal shall not be disclaimed or repudiated as part of this Proposal or by the Trustee unless this Proposal is not approved by the Creditors or the Court and the Trustee determines it is in the interests of Quintera and the Creditors to do so.

Emergence from Bankruptcy

31. The bankruptcy of Quintera LP and Quintera Inc. shall be annulled as of the Annulment Date.

Effect of Payment

32. The Unsecured Creditors will accept payment provided for in Part 5 of this Proposal in complete satisfaction of all their claims and all liens, certificates of pending litigation, execution or any similar charges or actions or proceedings in respect of such Claims will have no effect in law or equity against the property, assets and undertakings of Quintera. Upon the making of all payments provided for in Part 5 of the Proposal, any and all such liens, certificates of pending litigation, executions or other similar charges or actions will be discharged, dismissed or vacated without costs to Quintera.

Superintendent's Levy

33. As per paragraph 26 above, the Superintendent's levy of 5% will be paid as required pursuant to s. 147 and 60(4) of the Act on all distributions to Unsecured Creditors under this Proposal.

Payment of Fees

34. All proper fees and expenses of the Trustee and reasonable legal and other professional fees on and incidental to the proceedings arising out of this Proposal and in connection with the preparation of this Proposal and in the administration of this Proposal, including advice to Quintera in connection therewith, will be paid in priority to all claims of Unsecured Creditors or the Secured Creditor.

PART 5
PROPOSAL SPONSOR AND DISTRIBUTIONS

Proposal Sponsor

35. If this Proposal is approved by the Secured Creditor, the Unsecured Creditors and the Court, the Proposal Sponsor will forward funds to pay out all of the Proven Claims of Unsecured Creditors to the Trustee as set out herein. For greater certainty, the Proposal Sponsor will not provide the funds to the Trustee if the Proposal is not approved by the Secured Creditor, or the Unsecured Creditors or the Court.

Implementation of Proposal

36. In the event that the Proposal is approved as provided for herein, then the Trustee shall make the distributions as set out herein.

PART 6
TRUSTEE

Confirmation of Appointment

37. The Trustee is acting in its capacity as Trustee and not in its personal capacity and no officer, director, employee or agent of the Trustee shall incur any obligations or liabilities in connection with this Proposal or in connection with the business or liabilities of Quintera.

Meeting of Creditors

38. The Proposal Trustee will call one or more meetings of the Creditors' Meeting to be held within 21 days after the filing of the Proposal with the Official Receiver, at such dates, times and places as may be agreed upon by the Trustee and Quintera. The Trustee shall preside as the chair of the Creditors' Meeting and will decide all matters relating to the conduct of the Creditors' Meeting. The

only persons entitled to attend the Creditors' Meeting are those persons, including the holders of proxies, entitled to vote at the Creditors' Meeting. Any other person may be admitted on invitation of the Trustee or with the consent of the Creditors.

Proofs of Claim

39. All Unsecured Creditors and the Secured Creditor will be required to submit a proof of claim to the Trustee and the face amount thereof will govern for the purpose of voting at the Meeting of Creditors to be held to consider this Proposal, unless otherwise disputed or disallowed by the chair of the meeting. Thereafter, the Trustee will examine all proofs of claim and may require further evidence and support of the Claim or the security therefore. The provisions of s.135 of the Act will apply to all proofs of claim submitted by Creditors.

Appointment of Inspectors

40. At the Creditors' Meeting, the Creditors may appoint inspectors, but the total number of inspectors shall not exceed 5. The inspectors powers will be limited to:

    a. the power to extend the dates of payments provided under this Proposal, if such extension is in the best interests of the Creditors, provided that prior to extending such payment dates with respect to the Secured Creditors, the approval of the applicable Secured Creditor has been obtained;

    b. the power to waive any default in the performance of any provision of this Proposal, provided that prior to waiving any default that has an impact on Quintera's obligations to the Secured Creditors, the approval of the Secured Creditor has been obtained;

    c. the power to permit Quintera to amend any agreement hereunder where such amendment is in the best interest of the Creditors, provided that prior to making amendments to agreements with the Secured Creditor, the approval of the Secured Creditor has been obtained; and

    d. advising the Trustee from time to time with respect to any other matter that the Trustee may refer to the inspector.

Conditions Precedent

41. As provided for in the Act, the payments and arrangements set out in this Proposal will not take effect unless the conditions set forth below are substantially satisfied on or before the Effective Date:

    a. All approvals and consents to the Proposal that may be required have been obtained;

    b. The Approval Order has been issued;

    c. No order or decree restraining or enjoining the consummation of the transactions contemplated by this Proposal will have been issued; and

    d. All agreements or instruments necessary to effect the intention and purpose of this Proposal shall have been received by Quintera in a form satisfactory to Quintera and the Trustee.

Application for Approval Order

42. The Trustee will apply forthwith to the Court for the Approval Order upon approval by the Secured Creditor and Unsecured Creditors of this Proposal.

Discharge of Trustee

43. Upon making the distributions contemplated herein, the Proposal shall be fully performed and the Trustee shall be entitled to apply for its discharge as Trustee hereunder. For greater certainty, the Trustee will not be responsible or liable for any obligations of Quintera and will be exempt from any personal liability in fulfilling any duties or exercising any powers conferred upon it by this Proposal unless such acts have been carried out in bad faith and constitute a wilful or wrongful act or default.

PART 7
RELEASE

44. On the Distribution Date, Quintera LP, its limited partners and General Partner, including the officers and directors of the Limited Partners and General Partner shall be released and discharged from any and all demands, claims, actions, causes of action, counterclaims, suits, debts, sums of money, accounts, covenants, damages, judgments, expenses, executions, liens and other recoveries on account of any liability, obligation, demand or cause of action owing to or held by any of the Creditors other than the Compromise Amount or any Claims by the Related Creditors or Unaffected Creditors.

PART 8
MISCELLANEOUS

Modification

45. Quintera may propose amendments to the Proposal at any time prior to the conclusion of the Creditors' Meeting provided that any such amendment, in the opinion of Quintera, does not reduce the rights and benefits given to Creditors pursuant to the Proposal before such amendment and that any and all amendments shall be deemed to be a part of and incorporated into the Proposal.

Further Actions

46. Quintera and the Creditors will execute and deliver all such documents and instruments and do all such acts and things as may be necessary or desirable to carry out the full intent and meaning of this Proposal and to give effect to the transactions contemplated hereby.

Performance

47. All obligations of Quintera under this Proposal will commence as of the Effective Date. All terms of this Proposal will take effect as of the Effective Date. All obligations of Quintera under this Proposal will be fully performed for the purposes only of s.65.3 of the Act upon Quintera having made the payments to the Secured Creditor and Unsecured Creditors provided for herein.

Binding Effect

48. The provisions of this Proposal will be binding on the Creditors and Quintera and their respective heirs, executors, administrators, successors and assigns, upon issuance of the Approval Order after all appeal periods have expired.

Compromise Effective for all Purposes

49. The payment, compromise or other satisfaction of any Claim under this Proposal shall be binding upon such Creditor, its heirs, executors, administrators, successors and assigns, for all purposes

and shall also be effective to relieve any third party directly or indirectly liable for such indebtedness, whether as guarantor, indemnitor, tenant, director, joint covenantor, principal or otherwise.

Capacity of Trustee

50. Upon resolution of all disputed Claims, if any, and the issuance and registration of the Creditor distributions provided for in this Proposal, the terms of the Proposal shall be deemed to be fully performed and the Trustee shall deliver a certificate of performance, in the prescribed form, to Quintera and the official receiver certifying completion of the terms of this Proposal, and the Trustee shall be discharged from its obligations under the terms of this Proposal.

Fraudulent Conveyance

51. Section 91 through and including s. 101 of the BIA do not apply to this Proposal.

Governing Law

52. This Proposal will be governed by and construed in accordance with the laws of the Province of Alberta and the laws of Canada applicable therein.

53. Any notice, certificate, consent, determination or other communication required or permitted to be given or made under this Proposal shall be in writing and shall be effectively given and made if (i) delivered personally; (ii) sent by prepaid courier service; or (iii) sent by email transmission, in each case to the applicable address set out below:

(a) if to Quintera LP:

601 Manitou Road SE
Calgary, AB
T2G 4C2

Attention: Rick Kuzyk

(b) If to Quintera Inc.

601 Manitou Road SE
Calgary, AB
T2G 4C2

Attention: Rick Kuzyk

(c) if to the Trustee:

Ernst & Young Inc.
Epcor Tower
10423-101 Street, Suite 1400
Edmonton, AB
T5H 0E7

Attention: Matt McCulloch

DATED at Calgary, in the Province of Alberta, this 10th day of November, 2016.

DATED at Calgary, in the Province of Alberta, this 10th day of November, 2016.

Quintera Drilling Limited Partnership through its General Partner, Quintera Drilling 2010 Inc.

Per: ______________________

Richard Kuzyk
Authorized Signatory
"I have the authority to bind the corporation"

Quintera Drilling 2010 Inc.

Per: ______________________

Richard Kuzyk
Authorized Signatory
"I have the authority to bind the corporation"