

IN THE COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE OF CALGARY

IN THE MATTER OF THE COMPANIES' CREDITORS'
ARRANGEMENT ACT,
R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF THE BUSINESS
CORPORATIONS ACT, R.S.A. 2000, c. B-9, AS AMENDED

AND IN THE MATTER OF OILEXCO INCORPORATED
and OILEXCO TECHNICAL SERVICES INC.

BEFORE THE HONOURABLE
MADAM JUSTICE K. M. HORNER
IN CHAMBERS

) AT THE CALGARY COURTS CENTRE,
) IN THE CITY OF CALGARY, IN THE
) PROVINCE OF ALBERTA ON WEDNESDAY
) THE 20TH DAY OF MAY, 2009

CLAIMS PROCESS ORDER

UPON THE APPLICATION of Oilexco Incorporated and Oilexco Technical Services Inc. (collectively, "Oilexco" or the "Applicants") for an Order approving a claims process (the "**Claims Process**") outlined in Schedule "A" hereto and bar date for Creditors of Oilexco; **AND UPON** all capitalized terms not otherwise defined herein having the meaning assigned to them in the Claims Process; **AND UPON** having read (i) the Notice of Motion, filed, (ii) Affidavit #4 of Arthur Milholland sworn May 16, 2009, filed, and (iii) the Fourth Report of the court appointed monitor Ernst & Young Inc. (the "Monitor"), filed; **AND UPON** hearing counsel for Oilexco, counsel for the Monitor, counsel for The Royal Bank of Scotland plc and counsel present for other parties; **AND UPON** being satisfied that the Applicants have acted and continue to act in good faith and with due diligence and that the circumstances exist that make this Order appropriate;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

1. Service of the Notice of Motion dated May15, 2009 and materials in support thereof is hereby abridged, if necessary, this application is properly returnable today and further service of the

Notice of Motion, other than to those listed on the Service List attached to the Notice of Motion, is hereby dispensed with.

APPROVAL OF CLAIMS PROCEDURE

2. The Claims Process set forth in the attached Schedule "A" for determining claims of creditors is hereby approved and the Applicants, in consultation with the Monitor, are authorized and directed to implement the Claims Process.

3. The form of Instruction Letter, Proof of Claim, Notice of Revision or Disallowance, Notice of Dispute and Newspaper Notice, set forth in the attached Schedule "B", Schedule "C", Schedule "D", Schedule "E" and Schedule "F", respectively, are hereby approved.

CLAIMS BAR

4. Any Creditor who fails to file a Proof of Claim in respect of a Pre-Filing Claim, in accordance with this Order and the Claims Process on or before the Claims Bar Date, shall except as may be further ordered by this Court:

- (a) be forever barred, estopped and enjoined from asserting or enforcing any Pre-Filing Claim (or filing a Proof of Claim with respect to such Pre-Filing Claim) against any of the Applicants and such Pre-Filing Claim shall be forever extinguished; and
- (b) not be entitled to receive further notice in these proceedings.

5. Any Creditor who fails to file a Proof of Claim in respect of a Subsequent Claim in accordance with this Order and the Claims Process on or before the Subsequent Claims Bar Date, shall, except as may be further ordered by this Court,

- (a) be forever barred, estopped and enjoined from asserting or enforcing any Pre-Filing Claim (or filing a Proof of Claim with respect to such Pre-Filing Claim) against any of the Applicants and such Subsequent Claim shall be forever extinguished; and
- (b) not be entitled to receive further notice in these proceedings.

FILING OF PROOFS OF CLAIM

6. A Proof of Claim shall be deemed timely filed only if delivered by registered mail, personal delivery, courier, e-mail (in PDF format) or facsimile transmission so as to actually be received by the Monitor on or before the applicable Bar Date.

NOTICE OF TRANSFEREES

7. If a Creditor or any subsequent holder of a Pre-Filing Claim or Subsequent Claim who has been acknowledged by the relevant Applicant, with the consent of the Monitor, as the holder of the Pre-Filing Claim or Subsequent Claim transfers or assigns that Pre-Filing Claim or Subsequent Claim to another Person, neither the relevant Applicant nor the Monitor shall be required to give notice to or to otherwise deal with the transferee or assigning of the Pre-Filing Claim or Subsequent Claim as the holder of such Pre-Filing Claim or Subsequent Claim unless and until actual notice of transfer or assignment together with satisfactory evidence of such transfer or assignment, has been delivered to the relevant Applicant and the Monitor. Thereafter, such transferee or assignee shall, for all purposes hereof, constitute the holder of such Pre-Filing Claim or Subsequent Claim and shall be bound by notices given and steps taken in respect of such Pre-Filing Claim or Subsequent Claim in accordance with the provisions of this Order.

8. If a Creditor or any subsequent holder of a Pre-Filing Claim or Subsequent Claim who has been acknowledged by the relevant Applicant, with the consent of the Monitor, as the holder of the Pre-Filing Claim or Subsequent Claim, transfers or assigns the whole of such Pre-Filing Claim to more than one Person or part of such Pre-Filing Claim or Subsequent Claim to another Person or Persons, such transfers or assignments shall not create separate Pre-Filing Claims or Subsequent Claims and such Pre-Filing Claims and Subsequent Claims shall continue to constitute and be dealt with as a single Pre-Filing Claim or Subsequent Claim notwithstanding such transfers or assignments. Neither the relevant Applicant nor the Monitor shall, in each such case, be required to recognize or acknowledge any such transfers or assignments and shall be entitled to give notices to and to otherwise deal with such Pre-Filing Claim or Subsequent Claim only as a whole and then only to and with the person last holding such Pre-Filing Claim or subsequent Claim provided such Creditor may, by notice in writing delivered to the relevant Applicant and the Monitor, direct that subsequent dealings in respect of such Pre-Filing Claim or Subsequent Claim, but only as a whole, shall be dealt with by a specified Person and, in such event, such Person shall be bound by any

notices given or steps taken in respect of such Pre-Filing Claim or Subsequent Claim with such Creditor in accordance with the provisions of this Order,

NOTICE AND COMMUNICATION

9. Except as otherwise provided herein, the Applicants and the Monitor may deliver any notice or other communication to be given under this Order to Creditors or other interested Persons by forwarding true copies thereof by ordinary mail, courier, personal delivery, facsimile or e-mail to such Creditors or Persons at the address last shown on the books and records of the Applicants, and that any such service or notice by courier, personal delivery, facsimile or e-mail 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.

10. Any notice or other communication to be given under this Order by a Creditor to the Monitor or any of the applicants shall be in writing in substantially the form, if any, provided for in this Order and will be sufficiently given only if delivered by registered mail, courier, e-mail (in PDF format), personal delivery or facsimile transmission addressed to:

The Monitor
Ernst & Young Inc., the Court-appointed Monitor of
Oilexco Incorporated and Oilexco Technical Services Inc.
Attn: Jessica Caden
Ernst & Young Tower
1000, 440-2nd Avenue S.W.
Calgary, Alberta T2P 5E9
E-mail: jessica.caden@ca.ey.com
Telephone: (403) 206-5153
Fax: (403) 206-5075

11. In the event that the day on which any notice or communication required to be delivered pursuant to the Claims Process is not a Business Day then such notice or communication shall be required to be delivered on the next Business Day.

12. In the event of any strike, lock-out or other event which interrupts postal service in any part of Canada, all notices and communications during such interruption may only be delivered by personal delivery or courier and any notice or other 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.

AID AND ASSISTANCE OF OTHER COURTS

13. This court hereby requests the aid and recognition (including assistance pursuant to section 17 of the CCAA, as applicable) of any court or any judicial, regulatory or administrative body in any province or territory of Canada and any judicial, regulatory or administrative tribunal or other court constituted pursuant to the Parliament of Canada or the legislature of any province or any court or any judicial, regulatory or administrative body of the United States and of any other nation or state to act in aid of and to be complementary to this Court in carrying out the terms of this Order.

GENERAL

14. The applicants, with the consent of the Monitor, are hereby authorized to use 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 they are satisfied that a Pre-Filing Claim or Subsequent Claim has been adequately proven, waive strict compliance with the requirements of the Claims Process and this Order as to the completion and execution of Proofs of Claim and Notices of Dispute.

15. The Monitor, in addition to its prescribed rights and obligations under the CCAA and under the Initial Order, shall assist the applicants in connection with the administration of the Claims Process, and is hereby authorized and directed to take such other actions and fulfill such other roles as are contemplated by the Claims Process and this Order.

16. References in this Order to the singular shall include the plural, references to the plural shall include the singular and to any gender shall include the other gender.

17. Notwithstanding the terms of this Order, the Applicants 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 Process or this Order and to establish a process for the determination of the Excluded Claims.


J.C.Q.B.A.

ENTERED this 20 day of
May, 2009.

V.A. BRANDT 
CLERK OF THE COURT

SCHEDULE "A"
CLAIMS PROCESS

DEFINITIONS

1. For purpose of this Claims Process the following terms shall have the following meanings:
- (a) "**Applicants**" means Oilexco Incorporated and Oilexco Technical Services Inc. and "Applicant" shall mean either of the foregoing;
 - (b) "**Bar Dates**" means the Claims Bar Date and Subsequent Claims Bar Date;
 - (c) "**Business Day**" means a day, other than a Saturday or a Sunday, on which banks are generally open for business in Calgary, Alberta;
 - (d) "**CCAA**" means the *Companies' Creditors arrangement Act*, R.S.C. 1985, c. C-36, as amended;
 - (e) "**Claim**" means (i) any right or claim of any Person that may be asserted or made in whole or in part against any of the Applicants, whether or not asserted or made, in connection with any indebtedness, liability or obligation of any kind whatsoever, and any interest accrued thereon or costs payable in respect thereof, including, without limitation, by reason of the commission of a tort (intentional or unintentional) by reason of any breach of contract or other agreement (oral or written), by reason of any breach of duty (including, without limitation, any legal, statutory, equitable or fiduciary duty) or by reason of any right of ownership of or 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, 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, together with any other rights or claims of any kind that, if unsecured, would be a debt provable in bankruptcy within the meaning of the *Bankruptcy and Insolvency Act*, had the Applicants become bankrupt and (ii) any Tax Claim; for greater certainty, a Creditor entitled to claim for interest under its applicable agreement with the Applicants may claim for interest that has accrued on its Claim as of the Filing Date, but no claim for interest shall be made for interest accruing after that date;
 - (f) "**Claims Bar Date**" means 5:00 p.m. (Mountain Time) on July 31, 2009 or such other date as may be ordered by the Court;

- (g) "**Claims Officer**" means any individual appointed by the Applicants (or any one of them), under such terms as are approved by the Monitor or further order of the Court, to act as a claims officer for purposes of and in accordance with the Claims Process;
- (h) "**Claims Package**" means the document package which shall include a copy of the Instruction Letter, a Proof of Claim and such other materials as the Applicants or the Monitor consider necessary or appropriate;
- (i) "**Claims Process**" means the procedures outlined herein in connection with the assertion of Pre-Filing Claims or Subsequent Claims against one or more of the Applicants;
- (j) "**Claims Process Order**" means the Order granted by Madam Justice K.M. Horner of the Alberta Court of Queen's Bench on May 20, 2009 approving the Claims process;
- (k) "**Court**" means the Alberta Court of Queen's Bench;
- (l) "**Creditor**" means any Person asserting a Pre-Filing Claim;
- (m) "**Dispute Package**" means, with respect to any Pre-Filing Claim or Subsequent Claim, a copy of the related Proof of Claim, Notice of Revision or Disallowance and Notice of Dispute;
- (n) "**Excluded Claim**" means (i) any Claim secured by the Administration Charge and the Directors' Charge (as each of the foregoing terms are defined in the Initial Order); (ii) any Claim secured by the ERP Charge (as defined in the ERP Order granted on February 26, 2009 by Madam Justice K.M. Horner of the Alberta Court of Queen's Bench); (iii) any Claim of Creditors with respect to goods and/or services provided to the Applicants on or after the applicable Filing Date; (iv) any other Claims arising solely as a result of events occurring after the Filing Date (other than Subsequent Claims) and (v) any inter-corporate debt claims between the Applicants;
- (o) "**Filing Date**" means February 5, 2009;
- (p) "**Initial Order**" means the Initial Order granted on February 5, 2009 by Madam Justice K.M. Horner of the Alberta Court of Queens Bench in Action No. 0901-01613.
- (q) "**Instruction Letter**" means the letter regarding completion of a Proof of Claim, which letter shall be substantially in the form attached hereto as Schedule "B";
- (r) "**Known Creditors**" means Creditors which the books and records of the Applicants disclose were owed money or the performance of obligations by the Applicants, or any one of them, as of the applicable Filing Date which obligation remains unpaid in whole or in part;

- (s) “**Monitor**” means Ernst & Young Inc., in its capacity as the Court-appointed Monitor of the Applicants;
- (t) “**Newspaper Notice**” means the notice of the Claims Process to be published in the newspapers in accordance with the Claims Process in substantially the form attached to the Claims Process Order as Schedule “F”;
- (u) “**Notice of Dispute**” means the notice that may be delivered by a Creditor who has received a Notice of Revision or Disallowance disputing such Notice of Revision or Disallowance, which notice shall be substantially in the form attached to the Claims Process Order as Schedule “E”;
- (v) “**Notice of Repudiation or Disclaimer**” means a written notice in any form issued on or after the applicable Filing Date by any of the Applicants advising a Person of the disclaimer or repudiation of any contract, lease, employment agreement, or other arrangement or agreements of any nature whatsoever, whether oral or written, and any amending agreement(s) related thereto. For the purposes of the Claims Process Order only, an agreement on or after the applicable Filing Date restructuring or amending a contract, lease, employment agreement, or other arrangement or agreement of any nature whatsoever, which by its terms expressly provides for a reservation of a Subsequent Claim in these proceedings, shall be deemed to be a Notice of Repudiation or Disclaimer;
- (w) “**Notice of Revision or Disallowance**” means the notice that may be delivered to a Creditor revising or rejecting such Creditor’s Pre-Filing Claim or Subsequent Claim as set out in its Proof of Claim in whole or in part, which notice shall be substantially in the form attached to the Claims Process Order as Schedule “D”;
- (x) “**Person**” shall be broadly interpreted and includes an individual, firm, partnership, joint venture, venture capital fund, limited liability company, unlimited liability company, association, trust, corporation, unincorporated association or organization, syndicate, committee, the government or a country or any political subdivision thereof, or any agency, board, tribunal, commission, bureau, instrumentality or department of such government or political subdivision, or any other entity, howsoever designated or constituted, including any Taxing Authority, and the trustees, executors, administrators, or other legal representatives of an individual;
- (y) “**Pre-Filing Claim**” means any Claim other than (i) an Excluded Claim, and a (ii) Subsequent Claim;
- (z) “**Proof of Claim**” means the form to be completed and filed by a Creditor setting forth its Pre-Filing Claim or Subsequent Claim, which proof of claim shall be substantially in the form attached to the Claims Process Order as Schedule “C”;
- (aa) “**Proven Claim**” means the amount, status and/or validity of the Claim of a Creditor as finally determined in accordance with this Claims Process (a Proven Claim will be “finally determined” in accordance with this Claims Process when (i) it has been accepted by the relevant Applicant, with the consent of the Monitor, (ii) the

applicable time period for filing a Notice of Dispute in response to a Notice of Revision or Disallowance issued by the relevant Applicant has expired and no Notice of Dispute has been filed in accordance with this Order, (iii) a Notice of Dispute has been filed and a Claims Officer has been appointed with respect to such Notice of Dispute and the Claims Officer has issued his/her determination with respect to the amount, status and/or validity of a Claim submitted to the Claims Officer for adjudication, and the time within which either party may file an appeal of such determination has expired and no appeal has been filed, or (iv) any court of competent jurisdiction has made a determination with respect to the amount, status and/or validity of the Claim and no appeal or motion for leave to appeal therefrom shall have been taken or served on either party, or if any appeal(s) or motion(s) for leave to appeal or further appeal shall have been taken therefrom or served on either party, any (and all) such appeal(s) or motion(s) shall have been dismissed, determined or withdrawn;

- (bb) “**Subsequent Claim**” means any Claim arising after the applicable Filing Date as a result of the disclaimer or repudiation after the applicable Filing Date of any contract, lease, employment agreement, or other arrangement or agreements of any nature whatsoever, whether oral or written, and any amending agreement related thereto;
- (cc) “**Subsequent Claims Bar Date**” means the later of: (i) the Claims Bar Date; and (ii) 5:00 p.m. (Mountain Time) on the day which is 30 days after the date of the Notice of Repudiation or Disclaimer;
- (dd) “**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;
- (ee) “**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;
- (ff) “**Tax Claim**” means any Claim against the Applicants for any Taxes in respect of any taxation year or period ending on or prior to the applicable Filing Date, and in any case where a taxation year or period commences on or prior to the Filing Date, for any Taxes in respect of or attributable to the proportion of the taxation period commencing prior to the Filing Date and up to and including the Filing Date. For greater certainty, a Tax Claim shall include, without limitation, any and all Claims of any Taxing Authority in respect of transfer pricing adjustments and any Canadian or non-resident Tax related thereto; and

(gg) “**Website**” shall mean the Monitor’s website located at www.ey.com/ca/oilexco.

NOTICE OF CLAIMS PROCESS

2. The Monitor shall cause a Claims Package to be sent to each Known Creditor by regular prepaid mail, fax, or email on or before May 29, 2009.
3. The Monitor shall cause the Newspaper Notice to be published in the *Globe and Mail* (National Edition), the *Calgary Herald* and The *Financial Times*, London, U.K. edition (or such other UK based widely circulated newspaper as chosen by the Monitor) on or prior to May 30, 2009.
4. The Monitor shall cause the Claims Package to be posted on the Monitor’s Website commencing on or before May 29, 2009.
5. The Monitor shall cause the Claims Package to be sent to each Creditor with a Subsequent Claim by regular prepaid mail, fax, or email within 5 days of the date of the Notice of Repudiation or Disclaimer.
6. The Monitor shall cause a copy of the Claims Package to be sent to any Person requesting such material as soon as practicable.

FILING OF PROOFS OF CLAIM

7. Every Creditor asserting a Pre-Filing Claim against an Applicant shall set out its aggregate Pre-Filing Claim in a written Proof of Claim and deliver that Proof of Claim so that it is received by the Monitor no later than the Claims Bar Date.
8. Every Creditor asserting a Subsequent Claim against an Applicant shall set out its aggregate Subsequent Claim in a Proof of Claim and deliver that Proof of Claim so that it is received by the Monitor no later than the Subsequent Claims Bar Date.

FORM OF PROOFS OF CLAIM

9. Each Creditor shall file a separate Proof of Claim in respect of each Applicant.
10. Any Pre-Filing Claim or Subsequent Claim set out in a Proof of Claim shall be denominated in Canadian dollars, failing which such Pre-Filing Claim or Subsequent Claim shall be converted to and shall constitute obligations in Canadian dollars and such calculation will be effected using the noon spot rate of the Bank of Canada as at the Filing Date for the applicable Applicant.

DETERMINATION OF CLAIMS AND SUBSEQUENT CLAIMS

Review of Proofs of Claim

11. The relevant Applicant shall review each Proof of Claim received by the Claims Bar Date or Subsequent Claims Bar Date, as applicable, and subject to paragraph 12 shall accept, revise or disallow the Pre-Filing Claim or Subsequent Claim with the consent of the Monitor.

12. The relevant Applicant may attempt to consensually resolve the classification and amount of any Pre-Filing Claim or Subsequent Claim with the Creditor prior to the relevant Applicant accepting, revising or disallowing such Pre-Filing Claim or Subsequent Claim with the consent of the Monitor.
13. If the relevant Applicant, with the consent of the Monitor, accepts the Pre-Filing Claim or Subsequent Claim, then such Pre-Filing Claim or Subsequent Claim shall be a Proven Claim.

Notices or Revision or Disallowance

15. If either of the Applicants, with the consent of the Monitor, determine to revise or disallow a Pre-Filing Claim or Subsequent Claim the Monitor shall send a Notice of Revision or Disallowance to the Creditor.

Notice of Dispute

16. Any Creditor who disputes the classification or amount of its Pre-Filing Claim or Subsequent Claim as set forth in a Notice of Revision or Disallowance shall deliver a Notice of Dispute to the Monitor by 5:00 p.m. (Mountain Time) on the day which is fourteen (14) days after the date of the Notice of Revision or Disallowance.
17. Any Creditor who fails to deliver a Notice of Dispute by the deadline set forth in paragraph 16 shall be deemed to accept the classification and the amount of its Pre-Filing Claim or Subsequent Claim as set out in the Notice of Revision or Disallowance and such Pre-Filing Claim or Subsequent Claim as set out in the Notice of Revision or Disallowance shall constitute a Proven Claim.

Resolution of Claims and Subsequent Claims

18. Upon receipt of a Notice of Dispute, the relevant Applicant may (i) attempt to consensually resolve the classification and amount of the Pre-Filing Claim or Subsequent Claim with the Creditor, (ii) deliver a Dispute Package to a Claims Officer appointed in accordance with the Claims Process Order, or (iii) if no Claims Officer has been appointed, bring a motion before the Court in these proceedings to determine the classification and/or amount of the Pre-Filing Claim or Subsequent Claim.
19. If the Applicant and the Creditor consensually resolve the classification and amount of the Pre-Filing Claim or Subsequent Claim, the Applicant may accept, with the consent of the Monitor, a revised Pre-Filing Claim or Subsequent Claim, and such Pre-Filing Claim or Subsequent Claim will constitute a Proven Claim.
20. If a Dispute Package is delivered to the Claims Officer, the Applicant shall schedule, and conduct a hearing before the Claims Officer to determine the classification and/or amount of the Pre-Filing Claim or Subsequent Claim, and the Claims Officer shall as soon as practicable after the hearing notify the relevant Applicant, the Monitor and the Creditor of his or her determination.

21. The relevant Applicant or the Creditor may within fourteen (14) days of receipt of notification of the Claims Officer's determination appeal such determination to the Court by serving on the other party and filing with the Court a Notice of Motion, failing which the Claims Officer's determination shall be deemed to be final and binding on the relevant Applicant and the Creditor and shall constitute a Proven Claim.

SCHEDULE "B"

INSTRUCTION LETTER FOR THE CLAIMS PROCESS OF THE APPLICANTS LISTED HEREIN (hereinafter referred to as the "Applicants")

**OILEXCO INCORPORATED
OILEXCO TECHNICAL SERVICES INC.**

A. Claims Process

By order of the Honourable Madam Justice K. M. Horner dated May 20, 2009 (the "**Claims Process Order**"), which is attached hereto without Schedules (other than Schedule "A"), under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "CCAA"), the Applicants have been authorized to conduct a claims process (the "**Claims Process**"). A copy of the Claims Process Order may be found on the Monitor's website at: www.ey.com/ca/oilexco.

This letter provides instructions for completing the Proof of Claim. For your information, at this point, there is no proposed plan under the CCAA or any other immediate distribution as the Applicants are still assessing their options. Defined terms which are not defined herein shall have the meaning ascribed thereto in the Claims Process Order.

The Claims Process is intended for any Person asserting a Pre-Filing Claim of any kind or nature whatsoever against the Applicant arising before February 5, 2009 (the "Filing Date"), and any Subsequent Claim arising after the Filing Date as a result of a disclaimer or repudiation after the Filing Date of any contract, lease, employment agreement, or other arrangement or agreements of any nature whatsoever, whether oral or written, and any amending agreement related thereto.

If you have any questions regarding the Claims Process, please contact the Court-appointed Monitor at the address provided below.

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

The Monitor
Ernst & Young Inc., the Court-appointed Monitor of
Oilexco Incorporated and Oilexco Technical Services Inc.
Attn: Jessica Caden
Ernst & Young Tower
1000, 440-2nd Avenue S.W.
Calgary, Alberta
T2P 5E9
E-mail: jessica.caden@ca.ey.com
Telephone: (403) 206-5153
Fax: (403) 206-5075

B. For Creditors Submitting a Proof of Claim

To avoid the barring and extinguishment of any Claim you may have against the Applicant you are required to file a Proof of Claim with the Monitor at the address indicated above, in the form attached hereto so as to be received by 5:00 p.m. (Mountain Time) on July 31, 2009 (the “**Claims Bar Date**”).

To avoid the barring and extinguishment of any Subsequent Claim you may have against an Applicant, you are required to file a Proof of Claim, in the form attached hereto, so as to be received by the later of: (a) the Claims Bar Date, and (b) 5:00 p.m. (Mountain Time) on the day which is 30 days after the date of the applicable repudiation or disclaimer (the “**Subsequent Claims Bar Date**”).

All Claims are to be filed in the currency of the transactions. For the purposes of the Claims Procedure only (and without prejudice to the terms of any plan of arrangement or compromise), Claims in foreign currency will be converted to Canadian dollars at the Bank of Canada noon spot rate as at February 5, 2009. Exchange rate conversions on such date were:

US\$1 = CAD\$1.2303

1 Euro = CAD\$1.5793

1 UK Pound Sterling = CAD\$1.7988

A separate Proof of Claim must be filed for a Claim against each of the Applicants.

Additional Proof of Claim forms can be found on the Monitor’s website at www.ey.com/ca/Oilexco or obtained by contacting the Monitor at the address indicated above and providing particulars as to your name, address, facsimile number and e-mail address. Once the Monitor has this information, you will receive, as soon as practicable, additional Proof of Claim forms.

PROOFS OF CLAIM WHICH ARE NOT RECEIVED BY THE CLAIMS BAR DATE OR SUBSEQUENT CLAIMS BAR DATE, AS APPLICABLE, WILL BE BARRED AND EXTINGUISHED FOREVER, UNLESS OTHERWISE ORDERED BY THE COURT.

SCHEDULE "C"

PROOF OF CLAIM AGAINST THE APPLICANTS LISTED HEREIN. (hereinafter referred to as the "Applicants")

OILEXCO INCORPORATED
OILEXCO TECHNICAL SERVICES INC.

Please read carefully the enclosed Instruction Letter for completing this Proof of Claim. Defined terms not defined within this Proof of Claim form shall have the meaning ascribed in the Claims Process Order dated May 20, 2009 as may be amended from time to time

A. Particulars of Creditor:

2. Full Legal Name of Creditor: _____ (the "Creditor")
(Full legal name should be the name of the original Creditor of the relevant Applicant, regardless of whether an assignment of a Claim has been made, or a portion thereof, has occurred prior to or following the applicable Filing Date.)
3. Full Mailing Address of the Creditor (the original Creditor, not the Assignee):

4. Telephone Number: _____
- Email Address: _____
- Fax Number: _____
- Attention (Contact): _____

5. Has the claim set out herein been sold, transferred or assigned by the Creditor to another party?

Yes: ☐ No: ☐

B. Particulars of Assignment(s) (if any):

1. Full Legal Name of Assignee(s):
(If a portion of the Claim has been assigned, insert full legal name of assignee(s) of the Claim. If there is more than one assignee, please find attached a separate sheet with the required information.)
2. Full Mailing Address of Assignee(s): _____
3. Telephone Number of Assignee(s): _____
4. Fax Number: _____
5. Attention (Contact Person): _____

C. Proof of Claim

I, _____, *(name of individual Creditor or Representative of Corporate Creditor)*, of _____ *(City, Province or State)* do hereby certify:

(a) that:

☐ I am the creditor of Oilexco Incorporated or Oilexco Technical Services Inc.;
OR

☐ I am _____ *(state position or title)* of the creditor, _____ *(name of creditor)*.

(b) that I have knowledge of all the circumstances connected with the Claim described and set out below;

(c) the Creditor asserts its claim against:

☐ Oilexco Incorporated; OR

☐ Oilexco Technical Services Inc.

(d) The Applicant was and still is indebted to the Creditor as follows:

(i) PRE-FILING CLAIM:

_____ *(insert value of Claim)*
(Currency)

(ii) SUBSEQUENT CLAIM:

_____ *(insert value of Claim)*
(Currency)

(Claim arising after the applicable Filing Date resulting from the disclaimer or repudiation after the applicable Filing Date of any contract, lease, employment agreement, or other arrangement or agreements of any nature whatsoever, whether oral or written, and any amending agreement related thereto)

(iii) TOTAL CLAIM(S) _____
(Currency)

(Note: Claims in a foreign currency are to be converted to Canadian Dollars at the noon spot rate of the Bank of Canada as at the applicable Filing Date.)

D. Nature of Claim:

(Check and complete appropriate category)

☐ A. UNSECURED CLAIM OF : _____

☐ B. SECURED CLAIM OF: _____

That in respect of the said debt, assets of the Applicant valued at _____ are pledged to me as security, particulars 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 creditor assesses the security, and attach a copy of the security documents).

E. Particulars of Claim

Other than as already set out herein, the particulars of the undersigned's total Pre-Filing Claim and/or Subsequent Claim are attached.

(Provide all particulars of the claims and supporting documentation, including amount, description of transaction(s) or agreement(s) giving rise to the claims, name of any guarantor which has guaranteed the claims, and amount of invoices, particulars of all creditors, discounts, etc. claimed, description of the security, if any, granted by the relevant Applicant to the Creditor and estimated value of such security, particulars of any restructuring claim.)

F. Filing of Claims

This Proof of Claim form must be received by the Monitor by no later than 5:00 p.m. (Mountain Time) on July 31, 2009 (the "Claims Bar Date").

Proofs of Claim for Subsequent Claims arising after the applicable Filing Date resulting from a disclaimer or repudiation after the applicable Filing Date of any contract, lease, employment agreement, or other arrangement or agreements of any nature whatsoever, whether oral or written, and any amending agreement related thereto, must be received by the later of: (a) the Claims Bar Date and (b) by 5:00 p.m. (Mountain Time) on the day which is 30 days after the date of the applicable repudiation or disclaimer (the "Subsequent Bar Date").

FAILURE TO FILE YOUR PROOF OF CLAIM AS DIRECTED BY THE CLAIMS BAR DATE OR SUBSEQUENT CLAIMS BAR DATE, AS APPLICABLE, WILL RESULT IN YOUR CLAIM BEING BARRED AND EXTINGUISHED FOREVER UNLESS OTHERWISE ORDERED BY THE COURT AND YOU WILL BE PROHIBITED FROM MAKING OR ENFORCING A CLAIM AGAINST THE APPLICANTS.

This Proof of Claim must be delivered by registered mail, personal delivery, e-mail (in PDF format), courier, facsimile transmission at the following address:

The Monitor
Ernst & Young Inc., the Court-appointed Monitor of
Oilexco Incorporated and Oilexco Technical Services Inc.
Attn: Jessica Caden
Ernst & Young Tower
1000, 440-2nd Avenue S.W.
Calgary, Alberta T2P 5E9
Telephone: 403) 206-5153
Fax: (403) 206-5075

or by email to Jessica Caden at jessica.caden@ca.ey.com.

DATED this _____ day of _____, 2009.

Name of Creditor:

Witness Signature

Per: _____

Name: _____

Title: _____

(please print)

SCHEDULE "D"

NOTICE OF REVISION OR DISALLOWANCE OF THE APPLICANTS LISTED HEREIN (hereinafter referred to as the "Applicants")

**OILEXCO INCORPORATED AND
OILEXCO TECHNICAL SERVICES INC.**

Name of Claimant:

Reference #: _____

Pursuant to the order of the Honourable Madam Justice K.M. Horner, dated May20, 2009, Ernst & Young Inc., in its capacity as Monitor of the Applicants, hereby gives you notice that _____ (*name of the Applicant*) has reviewed your Proof of Claim and has revised or rejected your Claim as follows:

Amount Allowed by Monitor for:

Applicant	Proof of Pre-Filing Claim or Subsequent Claim as Submitted (\$CDN)	Revised Pre-Filing Claim or Subsequent Claim as Accepted (\$CDN)	Secured (\$CDN)	Unsecured (\$CDN)
Total Claim				

Reason(s) for the Revision or Disallowance:

If you do not agree with this Notice of Revision or Disallowance, please take notice of the following:

1. If you intend to dispute a Notice of Revision or Disallowance, you must by 5:00 p.m. (Mountain Time) on the day which is fourteen (14) days after the date of this Notice or

Revision or Disallowance, deliver a Notice of Dispute, in the form attached hereto, by registered mail, personal service, e-mail (in PDF format), courier or facsimile transmission to the address indicated herein. The form of Notice of Dispute is attached to this Notice.

If you do not deliver a Notice of Dispute in the time specified, the value of your Pre-Filing Claim or Subsequent Claim shall be determined to be as set out in this Notice of Revision or Disallowance.

Address for Service of Notices of Dispute:

The Monitor
 Ernst & Young Inc., the Court-appointed Monitor of
 Oilexco Incorporated and Oilexco Technical Services Inc.
 Attn: Jessica Caden
 Ernst & Young Tower
 1000, 440 2nd Avenue S.W.
 Calgary, Alberta T2P 5E9
 E-mail: Jessica.caden@ca.ey.com
 Telephone: 403) 206-5153
 Fax: (403) 206-5075

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

DATED this _____ day of _____, 2009.

ERNST & YOUNG INC.
 in its capacity as Court-Appointed Monitor of the Applicants

Per: _____

Enclosures

SCHEDULE "E"

NOTICE OF DISPUTE OF THE APPLICANTS LISTED HEREIN (HEREINAFTER REFERRED TO AS THE "Applicants")

OILEXCO INCORPORATED
OILEXCO TECHNICAL SERVICES INC.

Pursuant to the order of the Honourable Madam Justice K.M. Horner dated May 20, 2009, we hereby give you notice of our intention to dispute the Notice of Revision or Disallowance bearing Reference Number _____ and dated _____ issued by Ernst & Young Inc. in its capacity as Monitor of the Applicants in respect of our clam.

Name of Creditor: _____

Applicant	Reviewed Claim as Accepted (\$CDN)	Reviewed Claim as Disputed (\$CDN)	Secured (\$CDN)	Unsecured (\$CDN)
Total Claim				

Reasons For Dispute (attach additional sheet and copies of all supporting documents if necessary):

Date: _____

(Please print name): _____

Telephone Number: () _____

Facsimile Number: () _____

E-mail Address: _____

Full Mailing Address:

THIS FORM AND SUPPORTING DOCUMENTATION TO BE RETURNED BY REGISTERED MAIL, PERSONAL SERVICE, E-MAIL (IN PDF FORMAT), FACSIMILE OR COURIER TO THE ADDRESS INDICATED HEREIN AND TO BE RECEIVED BY 5:00 P.M. (MOUNTAIN TIME) ON THE DAY WHICH IS FOURTEEN (14) DAYS AFTER THE DATE OF THE NOTICE OR REVISION OR DISALLOWANCE.

Address for Service of Notices of Dispute:

The Monitor
Ernst & Young Inc., the Court-appointed Monitor of
Oilexco Incorporated and Oilexco Technical Services Inc.
Attn: Jessica Caden
Ernst & Young Tower
1000, 440-2nd Avenue S.W.
Calgary, Alberta T2P 5E9
E-mail: Jessica.caden@ca.ey.com
Telephone: 403) 206-5153
Fax: (403) 206-5075

SCHEDULE "F"

NEWSPAPER NOTICE

NOTICE TO CREDITORS OF THE APPLICANTS LISTED HEREIN (hereinafter referred to as the "Applicants")

**OILEXCO INCORPORATED
OILEXCO TECHNICAL SERVICES INC.**

**RE: NOTICE OF CLAIMS PROCESS FOR THE APPLICANTS PURSUANT TO THE
COMPANIES' CREDITORS ARRANGEMENT ACT ("CCAA")**

This notice is being published pursuant to an order of the Honourable Madam Justice K.M. Horner of the Court of Queen's Bench of Alberta dated May 20, 2009 (the "**Claims Process Order**").

Any person having a Pre-Filing Claim against an Applicant arising prior to the applicable Filing Date of such Applicant, should send a Proof of Claim to such Applicant c/o Ernst & Young Inc. in its capacity as the court appointed Monitor of the Applicants, to be received by no later than **5:00 p.m. (Mountain Time) on July 31, 2009** (the "**Claims Bar Date**") to:

The Monitor
Ernst & Young Inc., the Court-appointed Monitor of
Oilexco Incorporated and Oilexco Technical Services Inc.
Attn: Jessica Caden
Ernst & Young Tower
1000, 440-2nd Avenue S.W.
Calgary, Alberta T2P 5E9
E-mail: Jessica.caden@ca.ey.com
Telephone: 403) 206-5153
Fax: (403) 206-5075

Proofs of Claim for Subsequent Claims arising after the applicable Filing Date as a result of a disclaimer or repudiation after the applicable Filing Date of any contract, lease, employment agreement, or other arrangement or agreements of any nature whatsoever, whether oral or written, and any amending agreement related thereto, must be received by the later of: (a) the Claims Bar Date, and (b) 5:00 p.m. (Mountain Time) on the day which is 30 days after the date of the applicable repudiation or disclaimer.

The Filing Date is February 5, 2009.

A separate Proof of Claim must be filed for a Claim against each of the Applicants by contacting the Monitor or from the Monitor's website at: www.ey.com/ca/oilexco.

**[FOR UK PUBLICATION: DO NOT FILE CLAIMS PURSUANT TO THIS PROCESS
AGAINST OILEXCO NORTH SEA LIMITED]**

**PROOFS OF CLAIM WHICH ARE NOT RECEIVED BY THE APPLICABLE BAR DATES
SPECIFIED HEREIN WILL BE BARRED AND EXTINGUISHED FOREVER UNLESS
OTHERWISE ORDERED BY THE COURT.**

Action No. 0901-01613

IN THE COURT OF QUEEN'S BENCH OF
ALBERTA
JUDICIAL CENTRE OF CALGARY

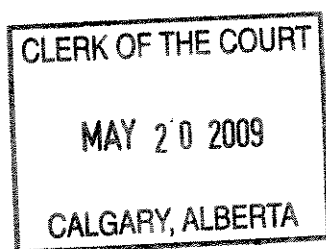
IN THE COURT OF QUEEN'S BENCH
OF ALBERTA
JUDICIAL CENTRE OF CALGARY

IN THE MATTER OF THE
COMPANIES' CREDITORS
ARRANGEMENT ACT,
R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF THE
BUSINESS CORPORATIONS ACT,
R.S.A. 2000, c. B-9, AS AMENDED

AND IN THE MATTER OF OILEXCO
INCORPORATED and OILEXCO
TECHNICAL SERVICES INC.

ORDER
(Claims Procedure)



McCARTHY TÉTRAULT LLP
Barristers and Solicitors
3300, 421 – 7th Avenue SW
Calgary, AB T2P 4K9

Sean F. Collins
Phone: (403) 260-3531
Fax: (403) 260-3501

File No.: 134710-157194