



COURT FILE NUMBER  
COURT  
JUDICIAL CENTRE OF

2001-08434  
COURT OF QUEEN'S BENCH OF ALBERTA  
CALGARY

MATTER

IN THE MATTER OF SECTION 192 OF THE  
*CANADA BUSINESS CORPORATIONS ACT*,  
R.S.C. 1985, C. C-44, AS AMENDED

AND IN THE MATTER OF A PROPOSED  
ARRANGEMENT OF 12178711 CANADA  
INC., CALFRAC WELL SERVICES LTD.,  
CALFRAC (CANADA) INC., CALFRAC  
WELL SERVICES CORP. and CALFRAC  
HOLDINGS LP, by its General Partner  
CALFRAC (CANADA) INC.

APPLICANTS:

12178711 CANADA INC., CALFRAC WELL  
SERVICES LTD., CALFRAC (CANADA)  
INC., CALFRAC WELL SERVICES CORP. and  
CALFRAC HOLDINGS LP, by its General  
Partner CALFRAC (CANADA) INC.

RESPONDENT:

Not Applicable

DOCUMENT

APPLICATION

CONTACT INFORMATION OF  
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DOCUMENT:

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## NOTICE TO THE RESPONDENTS

This application is made against you. You are a respondent.  
You have the right to state your side of this matter before the Court.

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

Date: August 6, 2020  
Time: 2:00 p.m.  
Where: Calgary Courts Centre, 601 – 5th Street S.W., Calgary  
(Virtual Courtroom Via Webex)  
Before: The Honourable Justice C.A. Kent

Go to the end of this document to see what you can do and when you must do it.

1. Capitalized terms used but not otherwise defined herein shall have the respective meaning ascribed to them in the Affidavit of Ronald P. Mathison, sworn July 30, 2020 (the "**Mathison Affidavit No. 2**") or the Circular (as defined below), as applicable.
2. 12178711 Canada Inc., Calfrac Well Services Ltd. ("**Calfrac**"), Calfrac (Canada) Inc., Calfrac Well Services Corp. and Calfrac Holdings LP, by its general partner CCI. (each an "**Applicant**" and collectively, the "**Applicants**" or the "**Calfrac Entities**") respectfully request an interim order (the "**Interim Order**") substantially in the form of the proposed Interim Order attached hereto as Schedule "A":
  - (a) deeming service of notice of this Application on all parties to be good and sufficient;
  - (b) establishing the Shareholder Record Date at 5:00 p.m. Calgary time on August 10, 2020;
  - (c) authorizing, among other things:

- (i) the calling and holding of a meeting (the "**Senior Unsecured Noteholders' Meeting**") of the Senior Unsecured Noteholders to consider and vote upon a resolution authorizing, adopting and approving, with or without variation, the Arrangement, and such other business as may properly be brought before the Senior Unsecured Noteholders' Meeting or any adjournment or postponement thereof;
  - (ii) the giving of notice of the Senior Unsecured Noteholders' Meeting;
  - (iii) the manner of conducting the vote of the Senior Unsecured Noteholders' Meeting, including any adjournment or postponement thereof;
  - (iv) the calling and holding of a meeting (the "**Shareholders' Meeting**") of the Existing Shareholders to consider and vote upon resolutions authorizing, adopting and approving, with or without variation, the Arrangement, and certain related or ancillary resolutions, and such other business as may properly be brought before the Shareholders Meeting or any adjournment or postponement thereof;
  - (v) the giving of notice of the Shareholders' Meeting;
  - (vi) the manner of conducting the vote of the Shareholders' Meeting, including any adjournment or postponement thereof;
- (d) authorizing the Applicants to amend the Plan of Arrangement, Information Circular and Meetings Packages, in accordance with the terms of the Interim Order;
  - (e) establishing the process by which Senior Unsecured Noteholders can be treated as Early Consenting Noteholders;
  - (f) authorizing the Applicants to apply to this Court for a Final Order approving the Arrangement; and
  - (g) such further and order orders, declarations and directions as this Honourable Court may deem just.

**Grounds for Making this Application:**

3. The Applicants obtained a preliminary interim order (the "**Preliminary Interim Order**") from this Honourable Court on July 14, 2020, pursuant to which, among other things, the Applicants' proceedings under the CBCA (the "**CBCA Proceedings**") were commenced and a stay of proceedings was granted in respect of the Applicants.
4. On July 13, 2020, the Applicants filed voluntary petitions for relief under Chapter 15 of the United States Bankruptcy Code (the "**Bankruptcy Code**") in the United States Bankruptcy Court for the Southern District of Texas, pursuant to which the Applicants are seeking recognition of the CBCA Proceedings, and the orders granted in connection therewith (including the Preliminary Interim Order), under Chapter 15 of the Bankruptcy Code.
5. The Applicants now seek approval of this Honourable Court pursuant to section 192 of the CBCA to call meetings of the Affected Securityholders to vote on the arrangement (the "**Arrangement**") effecting a recapitalization transaction (the "**Recapitalization Transaction**"). The Arrangement will be effected by way of the Applicants' proposed plan of arrangement (the "**Plan of Arrangement**"). The Plan of Arrangement is attached as Appendix "H" to the Applicants' draft management information circular (the "**Circular**") and is described in greater detail in the Circular attached as Exhibit "6" to the Mathison Affidavit No. 2.
6. At a later date, the Applicants intend to seek a final order from this Honourable Court (the "**Final Order**") in connection with approval of the Arrangement, the Plan of Arrangement and the steps contemplated under the Recapitalization Transaction. The Final Order, if granted, will serve as the basis for an exemption from the registration requirements of the US Securities Act, pursuant to Section 3(a)(10) thereof, with respect to the issuance of the New 1.5 Lien Notes and the New Common Shares, each pursuant to the Plan of Arrangement.
7. If approved and implemented, the Arrangement will reduce the Calfrac's outstanding total debt by approximately \$570 million, and reduce its annual cash interest payments by approximately \$52 million.

8. Once the Recapitalization Transaction is completed, it is expected that: (i) the realizable value of the Applicants' assets will not be less than the aggregate value of their liabilities and stated capital; and (ii) the Applicants will be able to meet their obligations as they become due. Accordingly, the Applicants are expected to satisfy the solvency requirement under the CBCA following the implementation of the Arrangement.
9. It is impracticable to effect the result contemplated by the Arrangement under any provision of the CBCA other than Section 192.
10. Notice of this Application has been given to the Director appointed pursuant to Section 260 of the CBCA, as required by Section 192(5) of the CBCA.

**Affidavit or Other Evidence to be used in Support of this Application:**

11. The Applicants intend to rely on the following materials:
  - (a) the Affidavit of Ronald P. Mathison sworn on July 13, 2020 and the exhibits appended thereto;
  - (b) the Mathison Affidavit No. 2 and the exhibits appended thereto; and
  - (c) such further and other material as counsel to the Applicants may advise and this Honourable Court permits.

**Applicable Acts and regulations:**

12. The Applicants will rely upon and refer to the following during the making of the application:
  - (a) the CBCA;
  - (b) the *Alberta Rules of Court*, Alta. Reg. 124/2010; and
  - (c) such further and other Acts and regulations as counsel may advise.

**WARNING**

You are named as a respondent because you have made or are expected to make an adverse claim in respect of this originating application. If you do not come to Court either in person or by your lawyer, the Court may make an order declaring you and all persons claiming under you to be barred from taking any further proceedings against the applicant(s) and against all persons claiming under the applicant(s). You will be bound by any order the Court makes, or another order might be given or other proceedings taken which the applicant(s) is/are entitled to make without any further notice to you. If you want to take part in the application, you or your lawyer must attend in Court on the date and at the time shown at the beginning of this 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 2001-08434  
COURT COURT OF QUEEN'S BENCH OF ALBERTA  
JUDICIAL CENTRE CALGARY

Clerk's Stamp

MATTER IN THE MATTER OF SECTION 192 OF THE CANADA BUSINESS CORPORATIONS ACT, R.S.C. 1985, C. C-44, AS AMENDED

AND IN THE MATTER OF A PROPOSED ARRANGEMENT OF 12178711 CANADA INC., CALFRAC WELL SERVICES LTD., CALFRAC (CANADA) INC., CALFRAC WELL SERVICES CORP. and CALFRAC HOLDINGS LP, by its General Partner CALFRAC (CANADA) INC.

APPLICANTS 12178711 CANADA INC., CALFRAC WELL SERVICES LTD., CALFRAC (CANADA) INC., CALFRAC WELL SERVICES CORP. and CALFRAC HOLDINGS LP, by its General Partner CALFRAC (CANADA) INC.

RESPONDENT Not Applicable

DOCUMENT **INTERIM ORDER**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT **BENNETT JONES LLP**  
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File Number: 044609-00111

**DATE ON WHICH ORDER WAS PRONOUNCED:** August 6, 2020

**NAME OF JUDGE WHO MADE THIS ORDER:** C.A. Kent

**LOCATION OF HEARING:** CALGARY, ALBERTA



**UPON** the Application of 12178711 Canada Inc., Calfrac Well Services Ltd. ("**Calfrac**"), Calfrac (Canada) Inc. ("**CCI**"), Calfrac Well Services Corp., and Calfrac Holdings LP, by its general partner CCI (collectively, the "**Applicants**") for an Interim Order (the "**Interim Order**") pursuant to Section 192 of the *Canada Business Corporations Act*, R.S.C. 1985, c. C-44, as amended (the "**CBCA**") in connection with an arrangement (the "**Arrangement**") involving the Applicants;

**AND UPON** reading the Application, the affidavit of Ronald P. Mathison, Co-founder and Executive Chairman of Calfrac, sworn on July 13, 2020 and the affidavit of Ronald P. Mathison sworn July 30, 2020 (the "**Mathison Affidavit No. 2**");

**AND UPON HEARING** counsel for the Applicants, counsel for an *ad hoc* committee of Senior Unsecured Noteholders, counsel for G2S2 Capital Inc., counsel for the Agent, counsel for Wilks Brothers, and counsel for other interested parties, and on being advised that the Director appointed under the CBCA (the "**Director**") does not consider it necessary to appear;

**FOR THE PURPOSES OF THIS ORDER:**

- (a) capitalized terms used but not otherwise defined in this Interim Order shall have the meanings attributed to them in: (i) the draft information circular of the Applicants (the "**Information Circular**"), which is attached as Exhibit "6" to the Mathison Affidavit No. 2; (ii) the plan of arrangement attached as Appendix "H" to the Information Circular (the "**Plan of Arrangement**"); or (iii) the Mathison Affidavit No. 2; and
- (b) all references to "**Arrangement**" used herein mean the arrangement as set forth in the Plan of Arrangement.

**IT IS HEREBY ORDERED AND DECLARED THAT:**

**Service**

1. Service of Notice of this Application is hereby deemed to be good and sufficient.

### **Revised Shareholder Record Date**

2. Notwithstanding anything contained in the Preliminary Interim Order, the record date (the "**Shareholder Record Date**") for determination of the Existing Shareholders entitled to notice of, and to vote at, the Shareholders' Meeting (defined below), shall be 5:00 p.m. (Calgary time) on August 10, 2020.
3. The requirement to provide notice of the Unsecured Noteholder Record Date or the Shareholder Record Date by way of newspaper advertisement pursuant to subsection 133(4)(a) of the ABCA and/or subsection 134(3)(a) of the CBCA (collectively, the "**Record Date Notice Provisions**") is waived and the Applicants shall be deemed to have complied with the Record Date Notice Provisions by complying with all other applicable notice requirements in respect of the Unsecured Noteholder Record Date or the Shareholder Record Date pursuant to the ABCA, the CBCA or otherwise.

### **The Meetings**

4. Notwithstanding anything contained in the articles or the by-laws of the Applicants, in light of the COVID-19 pandemic, the Applicants shall be authorized to: (a) hold the Meetings (as defined herein) by means of a telephonic, electronic or other communication facility that permits all participants to communicate adequately with each other during the meeting; and (b) change the location or method of holding the Meetings (including by holding physical, virtual or hybrid Meetings) through the issuance of a press release containing the updated details of the date, time and place of the Meetings.
5. The Applicants are permitted to call, hold and conduct a separate meeting for each of: (i) the Senior Unsecured Noteholders; and (ii) the Existing Shareholders, to be held electronically or telephonically, as follows:
  - (a) the meeting of the Senior Unsecured Noteholders as of the Senior Unsecured Noteholder Record Date (the "**Senior Unsecured Noteholders' Meeting**") shall be held at 1:00 p.m. (Calgary time) (or such other time as determined by the Applicants) on September 17, 2020, in order for the Senior Unsecured Noteholders to consider, and if determined advisable, pass a resolution authorizing, adopting

and approving, with or without variation, the Arrangement and the Plan of Arrangement (the "**Senior Unsecured Noteholders' Arrangement Resolution**") and such other business as may properly be brought before the Senior Unsecured Noteholders' Meeting or any adjournment or postponement thereof, all as more particularly described in the Information Circular; and

- (b) the meeting of the Existing Shareholders as of the Shareholder Record Date (the "**Shareholders' Meeting**", and together with the Senior Unsecured Noteholders' Meeting, the "**Meetings**") shall be held at 2:00 p.m. (Calgary time) (or such other time as determined by the Applicants) on September 17, 2020, in order for the Existing Shareholders to consider, and if determined advisable, pass resolutions authorizing, adopting and approving, with or without variation: (i) the Federal Continuance (the "**Federal Continuance Resolution**"); (ii) the Arrangement and the Plan of Arrangement (the "**Shareholders' Arrangement Resolution**"); (iii) the shareholder approvals, if any, required by the Toronto Stock Exchange (the "**TSX**") in connection with the issuance of Common Shares pursuant to the Arrangement (the "**TSX Arrangement Resolution**"); (iv) the shareholder approvals, if any, required by the TSX in connection with the issuance of Common Shares pursuant to the conversion of the 1.5 Lien Notes (the "**TSX 1.5 Lien Notes Resolution**"); (v) the shareholder approvals, if any, required by the TSX in connection with the institution and adoption of the Omnibus Incentive Plan (the "**Omnibus Incentive Plan Resolution**"), and (vi) such approvals required by the TSX in connection with the Shareholder Rights Plan (the "**SRP Resolution**"), and such other business as may properly be brought before the Shareholders' Meeting or any adjournment or postponement thereof, all as more particularly described in the Information Circular. The Federal Continuance Resolution, the Shareholders' Arrangement Resolution, the TSX Arrangement Resolution, the TSX 1.5 Lien Notes Resolution, the Omnibus Incentive Plan Resolution and the SRP Resolution are collectively referred to as the "**Shareholders' Resolutions**", and the Shareholders' Resolutions collectively with the Senior Unsecured Noteholders' Arrangement Resolution, are referred to as the "**Resolutions**". For greater certainty, nothing in this Interim Order shall prohibit any Applicant from including on the agenda for the Shareholders'

Meeting certain matters to be considered at an annual meeting of shareholders, and nothing herein shall restrict or prohibit any Applicant from proceeding with such annual meeting of shareholders matters prior to a postponement or adjournment of the Shareholders' Meeting.

- (c) In addition, the Shareholders' Arrangement Resolution, excluding the votes of those Shareholders required to be excluded pursuant to Multilateral Instrument 61-101 ("**MI 61-101**"), shall be counted for the purpose of the approval of the issuance of the 1.5 Lien Notes to the extent such issuance constitutes a "related party transaction" for the purpose of MI 61-101 and to the extent required pursuant to MI 61-101.
- 6. The Senior Unsecured Noteholders' Meeting shall be called, held and conducted in accordance with the CBCA, the rulings and directions of the Chair, the Preliminary Interim Order, this Interim Order and the applicable notice of the Meetings which accompany the Information Circular (the "**Notice of Meetings**"), subject to what may be provided hereafter (including, without limitation, paragraphs 11 and 12 of this Interim Order) and subject to further order of this Court.
  - 7. The Shareholders' Meeting shall be called, held and conducted in accordance with the *Business Corporations Act*, R.S.A. 2000, c. B-9, as amended (the "**ABCA**"), the rulings and directions of the Chair, this Interim Order and the applicable Notice of Meeting, subject to what may be provided hereafter (including, without limitation, paragraphs 11 and 12 of this Interim Order) and subject to further order of this Court.
  - 8. The only persons entitled to attend or speak at the Senior Unsecured Noteholders' Meeting shall be:
    - (a) the Senior Unsecured Noteholders as of the Senior Unsecured Noteholder Record Date or their authorized proxyholders, and their respective advisors, including the advisors to the Initial Consenting Noteholders;
    - (b) the officers, directors, auditors and advisors of the Applicants;

- (c) the Senior Unsecured Notes Trustee and its advisors;
- (d) the Director; and
- (e) other persons who may receive the permission of the Chair of the Senior Unsecured Noteholders' Meeting.

9. The only persons entitled to attend or speak at the Shareholders' Meeting shall be:

- (a) the Existing Shareholders as of the Shareholder Record Date, or their authorized proxyholders, and their respective advisors;
- (b) the Senior Unsecured Noteholders as of the Senior Unsecured Noteholder Record Date or their authorized proxyholders, and their respective advisors, including the advisors to the Initial Consenting Noteholders;
- (c) the officers, directors, auditors and advisors of the Applicants;
- (d) the Director; and
- (e) other persons who may receive the permission of the Chair of the Shareholders' Meeting,

and the Initial Consenting Noteholders and their respective advisors shall be entitled to attend and observe at the Shareholders' Meeting.

10. The Applicants may transact such other business at the Meetings as is contemplated in the Information Circular, or as may otherwise be properly brought before the Meetings.

### **Chair and Quorum**

11. The Chair of each of the Meetings shall be determined by the Applicants (the "**Chair**") and, subject to this Interim Order and any further order of the Court, shall decide all matters relating to the conduct of the Meetings.

12. The quorum at each of the Meetings shall be satisfied if two or more persons entitled to vote at such Meeting are present, in person (including virtually or by telephone) or represented by proxy, at the outset of such Meeting.

### **Amendments to the Arrangement and Plan of Arrangement**

13. Subject to the terms of the Noteholder Support Agreement, the Plan of Arrangement and paragraph 14 herein, the Applicants are authorized to make such amendments, modifications and/or supplements to the Arrangement and the Plan of Arrangement as they may determine by providing notice in accordance with the Noteholder Support Agreement or without any additional notice, as applicable, to the Senior Unsecured Noteholders and Existing Shareholders, or others entitled to receive notice under paragraphs 19 and 26 hereof, and the Arrangement and Plan of Arrangement, as so amended, modified and/or supplemented shall be the Arrangement and Plan of Arrangement to be submitted to the Senior Unsecured Noteholders and Existing Shareholders at the Meetings and shall be the subject of the applicable Resolutions. Any amendments, modifications and/or supplements to the Arrangement or Plan of Arrangement may be made following the Meetings, but shall be subject to the terms of the Noteholder Support Agreement and the Plan of Arrangement and, if appropriate, further direction by this Court at the hearing for the final order approving the Arrangement (the "**Final Order**").
14. If any amendments, modifications and/or supplements to the Arrangement or Plan of Arrangement as referred to in paragraph 13, above, would, if disclosed, reasonably be expected to affect a Senior Unsecured Noteholder's or Existing Shareholder's decision to vote for or against the applicable Resolution, notice of such amendment, modification and/or supplement shall be, subject to the Noteholder Support Agreement, distributed prior to the relevant Meeting by press release, prepaid ordinary mail or e-mail or by the method most reasonably practicable in the circumstances, as the Applicants may determine.

### **Information Circular**

15. The Applicants are authorized to make such amendments, revisions and/or supplements to the draft Information Circular as they may determine and the Information Circular, as so

amended, revised and/or supplemented, shall be the Information Circular to be distributed in accordance with paragraphs 19 and 26 hereof.

16. The Information Circular is hereby deemed to represent sufficient and adequate disclosure to the Senior Unsecured Noteholders and the Existing Shareholders in relation to the Arrangement, the Plan of Arrangement and the Final Order, including for the purpose of Section 192 of the CBCA (and the ABCA with respect to Existing Shareholders), and the Applicants shall not be required to send to the Senior Unsecured Noteholders or the Existing Shareholders any further or additional disclosure, whether pursuant to Section 192 of the CBCA, the ABCA or otherwise.

### **Adjournments and Postponements**

17. The Applicants are authorized, if they deem advisable, to adjourn or postpone one or more of the Meetings on one or more occasions, without the necessity of first convening such Meetings or first obtaining any vote of the Senior Unsecured Noteholders or Existing Shareholders, as applicable, respecting the adjournment or postponement, and notice of any such adjournment or postponement shall be given by such method as the Applicants may determine is appropriate in the circumstances.
18. Any adjournment or postponement of one or more of the Meetings shall not have the effect of modifying the Senior Unsecured Noteholder Record Date or the Shareholder Record Date for persons entitled to receive notice of or vote at such Meetings. At any subsequent reconvening of an adjourned or postponed Meeting, all proxies will be voted in the same manner as the proxies would have been voted at the original convened Meeting, except for any proxies that have been effectively revoked or withdrawn prior to the subsequent reconvening of such adjourned or postponed Meeting.

### **Notice of Senior Unsecured Noteholders' Meeting and Solicitation Process**

19. In order to effect notice of the Senior Unsecured Noteholders' Meeting, the Applicants shall send the Information Circular (including the applicable Notice of Meeting, the Notice of Application and this Interim Order), the Participation Form and the Senior Unsecured Noteholder proxy and voting information and election form (including any electronic

version thereof for use by its Intermediary, the "**Noteholder VIEF**") (collectively, and together with the Information Circular, Participation Form and such amendments or additional documents as the Applicants may determine are necessary or desirable and not inconsistent with the terms of this Interim Order, the "**Noteholder Meeting Packages**"), which Noteholder VIEF shall provide instructions for how a Senior Unsecured Noteholder can instruct its Intermediary as to how to vote its Senior Unsecured Notes at the Senior Unsecured Noteholders' Meeting (the "**Noteholder Instructions**") to Kingsdale Advisors (the "**Proxy, Information and Exchange Agent**") for distribution in accordance with this Interim Order. For the avoidance of doubt, all Noteholder Meeting Packages and all other communications or documents to be sent pursuant to this Interim Order shall be distributed by or on behalf of the Applicants.

20. As soon as practicable after this Interim Order, the Senior Unsecured Note Trustee shall request, and promptly upon receipt shall provide, or cause to be provided, the Applicants and the Proxy, Information and Exchange Agent with a list (or lists) showing the names and addresses of all persons who are participants (each, an "**Intermediary**") holding Senior Unsecured Notes in the clearing, settlement and depository system operated by The Depository Trust Company ("**DTC**") and the principal amount of Senior Unsecured Notes held by each Intermediary as at the Senior Unsecured Noteholder Record Date (the "**Intermediaries List**").
21. Upon receipt by the Proxy, Information and Exchange Agent of the Intermediaries List or other information identifying intermediaries, the Proxy, Information and Exchange Agent shall send a Noteholder Meeting Package to DTC, as the sole registered holder of the Senior Unsecured Notes, and shall, through the facilities of DTC and Broadridge Investor Communication Solutions, Canada, a subsidiary of Broadridge Financial Solutions, Inc. ("**Broadridge**"), and any other applicable proxy mailing service provider, as applicable, provide (or cause to be provided), in accordance with customary practices, one Noteholder Meeting Package to each Senior Unsecured Noteholder that has an account (directly or indirectly through an agent or custodian) with the Intermediaries.



22. Each Intermediary shall take any and all reasonable action required to assist any Senior Unsecured Noteholder which has an account (directly or through an agent or custodian) with such Intermediary in returning to the Intermediary its Noteholder Instructions or such other documentation (or electronic instructions) as the Intermediary may customarily request from a Senior Unsecured Noteholder for purposes of enabling it to vote at the Senior Unsecured Noteholders' Meeting and to deliver its Noteholder Instructions.
23. Concurrently with the mailing of the Noteholder Meeting Packages as contemplated in paragraph 21 above, DTC shall, in accordance with its customary procedures, cause to be delivered through the Intermediaries to each Senior Unsecured Noteholder information pertaining to an electronic version of the Noteholder VIEF through a DTC bulletin and establish a voluntary corporate action pursuant to DTC's Automated Tender Offer Program ("ATOP") or any similar program which provides each Senior Unsecured Noteholder with the opportunity to submit its Noteholder Instructions.
24. As soon as practicable after receipt of the Noteholder Meeting Packages pursuant to paragraph 19 above, the Proxy, Information and Exchange Agent, or the Applicants, shall send, or cause to be sent, by pre-paid ordinary or first-class mail, recognized courier service, e-mail or such other means as the Applicants may determine are reasonable in the circumstances, a Noteholder Meeting Package to the Senior Unsecured Notes Trustee.
25. All Noteholder Meeting Packages and all other communications or documents to be sent pursuant to this Interim Order shall be posted on the company website maintained by the Applicants.

#### **Notice of Shareholders' Meeting and Proxy Solicitation Process**

26. In order to effect notice of the Shareholders' Meeting, the Applicants shall send the Information Circular (including the applicable Notice of Meeting, the Notice of Application and this Interim Order), the form of proxy and the Letter of Transmittal, along with such amendments or additional documents as the Applicants may determine are necessary or desirable and not inconsistent with the terms of this Interim Order (collectively, the "**Shareholder Meeting Packages**"), to:

- (a) the registered Existing Shareholders at the close of business on the Shareholder Record Date, at least twenty-one (21) days prior to the date of the Shareholders' Meeting, excluding the date of sending but including the date of the Shareholders' Meeting, by one or more of the following methods:
  - (i) by pre-paid ordinary or first-class mail to the addresses of the Existing Shareholders as they appear on the books and records of Calfrac, or its registrar and transfer agent, at the close of business on the Shareholder Record Date and if no address is shown therein, then the last address of the person known to the Corporate Secretary of Calfrac;
  - (ii) by delivery, in person or by recognized courier service or inter-office mail, to the address specified in (i) above; or
  - (iii) by facsimile, e-mail or electronic transmission to any Existing Shareholder, who is identified to the satisfaction of Calfrac, who requests such transmission in writing;
- (b) the non-registered beneficial Existing Shareholders by providing sufficient copies of the Shareholder Meeting Packages to intermediaries (or their agents) in a timely manner, in accordance with National Instrument 54-101 of the Canadian Securities Administrators; and
- (c) the respective directors and auditors of the Applicants, and to the Director, by delivery in person, by recognized courier service, by pre-paid ordinary mail, first-class mail, facsimile or electronic transmission, at least twenty-one (21) days prior to the date of the Shareholders' Meeting;

and, for the avoidance of doubt, all Shareholder Meeting Packages and all other communications or documents to be sent pursuant to this Interim Order shall be distributed by or on behalf of the Applicants.

- 27. Accidental failure or omission by the Applicants, the Proxy, Information and Exchange Agent, DTC, Broadridge, any other applicable proxy mailing service providers, the

Intermediaries, the Senior Unsecured Notes Trustee or any other person referenced in this Interim Order to give notice of the Meetings or to distribute the Noteholder Meeting Packages or the Shareholder Meeting Packages to any person entitled by this Interim Order to receive notice or the applicable package, or any failure or omission to give such notice or deliver such package as a result of events beyond the reasonable control of the Applicants, or the non-receipt of such notice or non-delivery of such package shall not constitute a breach of this Interim Order nor shall it invalidate any resolution passed or proceedings taken at any of the Meetings. If any such failure or omission is brought to the attention of the Proxy, Information and Exchange Agent or the Applicants, the Proxy, Information and Exchange Agent and the Applicants shall use their reasonable best efforts to rectify it by the method and in the time most reasonably practicable in the circumstances.

28. In the event of a postal strike, lockout or event, including events related to or arising as a result of the COVID-19 pandemic, that prevents, delays, or otherwise interrupts mailing or delivery of the Noteholder Meeting Packages pursuant to paragraph 19 of this Interim Order or the distribution of the Shareholder Meeting Packages pursuant to paragraph 26 of this Interim Order, the issuance of a press release containing the details of the date, time and place of the Meetings, steps that may be taken by Senior Unsecured Noteholders and Existing Shareholders, as applicable, to deliver or transmit proxies, and that the Information Circular will be provided by electronic mail or by courier upon request made by a Senior Unsecured Noteholder or Existing Shareholder, will be deemed good and sufficient service upon the Senior Unsecured Noteholders and Existing Shareholders of the Noteholder Meeting Package and Shareholder Meeting Package, as applicable, and shall be deemed to satisfy the requirements of Section 135 of the CBCA and Sections 134 and 150 of the ABCA.
29. Distribution of the Noteholder Meeting Packages pursuant to paragraph 19 of this Interim Order and the distribution of the Shareholder Meeting Packages pursuant to paragraph 26 of this Interim Order shall constitute notice of the Meetings and the Senior Unsecured Noteholder Record Date and Shareholder Record Date, as applicable, and good and sufficient service of the within Application upon the persons described in paragraphs 19 and 26 and that those persons are bound by any orders made on the within Application.

Further, no other form of service of the Noteholder Meeting Packages or the Shareholder Meeting Packages or any portion thereof need be made, or notice given or other material served in respect of these proceedings, the Meetings and/or the Senior Unsecured Noteholder Record Date and the Shareholder Record Date to such persons or to any other persons (whether pursuant to the CBCA, ABCA or otherwise), except to the extent required by paragraph 14 above.

### **Amendments to the Meetings Packages**

30. Subject to the terms of the Noteholder Support Agreement, the Applicants are hereby authorized to make such amendments, revisions or supplements to the Noteholder Meeting Packages and/or Shareholder Meeting Packages as the Applicants may determine are necessary or desirable and not inconsistent with the terms of this Interim Order ("**Additional Information**"), and notice of such Additional Information may, subject to paragraph 14, be distributed in accordance with paragraphs 19 and 26, above, or by such other method most reasonably practicable in the circumstances, as the Applicants may determine.

### **Noteholder Early Consent Consideration**

31. In order for a Senior Unsecured Noteholder to be treated as an Early Consenting Noteholder for the purposes of the Plan of Arrangement, subject to the additional terms and conditions of the Plan of Arrangement:
  - (a) such Senior Unsecured Noteholder must submit to its Intermediary (or Intermediaries) on or prior to the [●], 2020 (the "**Early Consent Date**"), or such earlier deadline as the Intermediary may advise, its Noteholder Instructions (and their duly completed proxy or Noteholder VIEF or other documentation or instructions as the Intermediary may customarily request from a Senior Unsecured Noteholder for purposes of properly obtaining its voting and election instructions) to permit their respective Intermediary to duly complete and submit in a timely manner to: (i) DTC through ATOP (or such other method as may be accepted by the Proxy, Information and Exchange Agent and the Applicants), their early consent

election; and (ii) to the Proxy, Information and Exchange Agent through a master proxy form ("**Master Proxy**"), the Senior Unsecured Noteholder's Noteholder Instructions, in each case by 5:00 p.m. (Calgary time) on the Early Consent Date (the "**Early Consent Deadline**"), and such Noteholder Instructions (and any applicable proxy or Noteholder VIEF or other documentation or instructions as the Intermediary requests) must all instruct a vote in favour of the Senior Unsecured Noteholders' Arrangement Resolution;

- (b) such Senior Unsecured Noteholder must not have withdrawn or changed its vote in favour of the Senior Unsecured Noteholders' Arrangement Resolution prior to the Effective Date; and
- (c) the respective Intermediary must take such steps and/or actions as are necessary or required to complete and submit the Senior Unsecured Noteholder's voting and election instructions as provided to the Intermediary in accordance with subparagraph (a) to DTC through ATOP (or such other method as may be accepted by the Proxy, Information and Exchange Agent and the Applicants) and deliver the Noteholder Instructions through a Master Proxy to the Proxy, Information and Exchange Agent, in each case prior to the Early Consent Deadline,

and each such Intermediary shall verify the holdings of the Senior Unsecured Notes as at the Early Consent Date of the Senior Unsecured Noteholders that submit their Noteholder Instructions in accordance with this paragraph 31 and shall provide such holdings information, together with a detailed registration report and Master Proxy of the Noteholder Instructions, and all other applicable voting instructions received by such Intermediary to the Proxy, Information and Exchange Agent by the Early Consent Deadline. Any Senior Unsecured Noteholders whose Noteholder Instructions are received by the Proxy, Information and Exchange Agent after the Early Consent Deadline shall not be treated as an Early Consenting Noteholder for the purposes of the Plan of Arrangement.

### **Voting by VIEFs, Voting Forms and Proxies**

32. The Applicants are authorized to use the forms of proxy, voting forms and/or voting information and election forms, including the Noteholder VIEF, along with such amendments and additional documents as the Applicants may determine are necessary or desirable and not inconsistent with the terms of this Interim Order. The Applicants are authorized, at their expense, to solicit proxies, directly or through their officers, directors or employees, and through the Proxy, Information and Exchange Agent, Broadridge and such other agents or representatives as the Applicants may retain for that purpose, and by mail or such other forms of personal or electronic communication as they may determine. The Applicants, with the consent of the Initial Consenting Noteholders, may waive generally, in their discretion, the time limits set out in the Information Circular and the Participation Form for the deposit or revocation of proxies and/or the delivery of completed Participation Forms and New 1.5 Lien Notes Subscription Summary Forms, as applicable, if the Applicants deem it advisable to do so.
33. If not otherwise cast in accordance with paragraph 31, in order to cast its vote at the Senior Unsecured Noteholder Meeting, a Senior Unsecured Noteholder must submit to its Intermediary at or prior to 5:00 p.m. (Calgary time) on September 15, 2020, or such later date as may be agreed by the Applicants in the event that the applicable Meeting is postponed or adjourned (the "**Voting Deadline**"), or such earlier deadline as an Intermediary may advise the applicable Senior Unsecured Noteholder, its instructions, duly completed Noteholder VIEF or such other documentation as the Intermediary may customarily request from a Senior Unsecured Noteholder for purposes of properly obtaining their voting instructions.
34. Each Intermediary shall verify the holdings of Senior Unsecured Notes, as at the Senior Unsecured Noteholder Record Date, of the Senior Unsecured Noteholders that submit their instructions, duly completed Noteholder VIEF or such other documentation as the Intermediary may customarily request from a Senior Unsecured Noteholder (for purposes of properly obtaining their voting instructions) pursuant to paragraphs 31 to 33 above, and shall provide such holdings information and voting instructions to the Proxy, Information

and Exchange Agent as soon as practicable following receipt of such Senior Unsecured Noteholders' Noteholder Instructions and, in any event, by the Voting Deadline.

35. Any Senior Unsecured Noteholder that wishes to attend the Senior Unsecured Noteholders' Meeting in person or appoint another person as proxy (other than as contemplated by the Noteholder VIEF) (an "**In-Person Noteholder**") shall be required to contact the Proxy, Information and Exchange Agent and shall be required to complete separate documentation in accordance with the instructions provided by the Proxy, Information and Exchange Agent for purposes thereof.
36. In order to cast its vote at the Shareholders' Meeting, an Existing Shareholder must submit, or cause to be submitted, to the Transfer Agent by the Voting Deadline, its duly completed proxy in accordance with the instructions contained therein. The Transfer Agent shall provide the proxies received from Shareholders together with a summary thereof to the Proxy, Information and Exchange Agent as soon as practicable following the Voting Deadline.
37. Notwithstanding paragraphs 35 and 36, the Applicants shall have the discretion to accept for voting purposes any duly completed proxy and/or voting information and election form, as applicable, submitted following the Voting Deadline but prior to the commencement of the applicable Meeting and the Applicants are hereby authorized to use reasonable discretion as to the adequacy of compliance with respect to the manner in which any proxy and/or voting information form is completed and executed, or electronically submitted, and may waive strict compliance with the deadlines imposed in connection therewith.
38. Subject to the terms of the Support Agreements, Senior Unsecured Noteholders shall be entitled to revoke a proxy at any time prior to the exercise thereof at the Senior Unsecured Noteholder Meeting as follows:
  - (a) if revoking Noteholder Instructions instructing a vote in favour of the Senior Unsecured Noteholders' Arrangement Resolution such that the applicable Senior Unsecured Noteholder is eligible pursuant to paragraph 31 to be treated as an Early Consenting Noteholder for the purpose of the Plan of Arrangement, then a

revocation will be deemed to be made upon such Senior Unsecured Noteholder providing new instructions to such Senior Unsecured Noteholder's Intermediary at any time prior to the Early Consent Deadline, provided such Intermediary has then delivered such new instructions to DTC and/or the Proxy, Information and Exchange Agent, as applicable, prior to the Early Consent Date in accordance with the process described in paragraph 31; and

(b) if revoking any other Noteholder Instructions, a revocation will be deemed to be made upon the Senior Unsecured Noteholder providing new instructions to such Senior Unsecured Noteholder's Intermediary which the Intermediary must then deliver to the Proxy, Information and Exchange Agent prior to the Voting Deadline.

39. Subject to the terms of the Support Agreements, Existing Shareholders shall be entitled to revoke a proxy at any time prior to the exercise thereof at Shareholders' Meeting by:

(a) depositing with the scrutineer(s) (in the same manner as it may deposit a proxy) an instrument in writing executed by such party or by an attorney authorized in writing, or, if the party is a corporation, by a duly authorizer officer or attorney thereof, at any time prior to the exercise thereof at the Meetings, or with the Chair on the day of the Meetings; or

(b) providing a further proxy which is dated subsequent to the date of the original proxy in the manner described in the Information Circular; or

(c) in any manner permitted by law.

40. Paragraphs 31 to 39 hereof, and the instructions contained in the proxy or voting information and election forms, as applicable, shall govern the submission of the applicable proxy or voting information and election form.

## **Voting**

41. The only persons entitled to vote in person or by proxy (i) on the Senior Unsecured Noteholders' Arrangement Resolution, or such other business as may be properly brought before the Senior Unsecured Noteholders' Meeting, shall be those Senior Unsecured



Noteholders as at the Senior Unsecured Noteholder Record Date, and (ii) on the Shareholders' Resolutions, or such other business as may be properly brought before the Shareholders' Meeting, shall be, subject to the ABCA, the Existing Shareholders as at the Shareholder Record Date. Subject to paragraph 38, illegible votes, spoiled votes, defective votes and abstentions in respect of any ballot(s) conducted at the applicable Meeting shall be deemed to be votes not cast. Proxies that are properly signed and dated but which do not contain voting instructions shall be voted in favour of the applicable Resolution.

42. Votes shall be taken at the Senior Unsecured Noteholders' Meeting in respect of the Senior Unsecured Noteholders' Arrangement Resolution and any other items of business affecting the Applicants properly brought before such Meeting on the basis of one vote per US\$1,000 of principal amount of Senior Unsecured Notes held by the applicable registered Senior Unsecured Noteholder as at the Senior Unsecured Noteholder Record Date.
43. Votes shall be taken at the Shareholders' Meeting in respect of the Shareholders' Resolutions and in respect of matters properly brought before the Shareholders' Meeting on the basis of one vote per Common Share outstanding as at the Shareholder Record Date.
44. In order for the Plan of Arrangement to be considered to have been approved at each Meeting, subject to further Order of this Court: (i) the Senior Unsecured Noteholders' Arrangement Resolution must be passed, with or without variation, at the Senior Unsecured Noteholders' Meeting by an affirmative vote of at least two-thirds ( $66\frac{2}{3}\%$ ) (by value) of the votes cast in respect of the Senior Unsecured Noteholders' Arrangement Resolution at the Senior Unsecured Noteholders' Meeting in person or by proxy by the Senior Unsecured Noteholders, and (ii) the Shareholders' Arrangement Resolution must be passed, with or without variation, at the Shareholders' Meeting by an affirmative vote of: (A) at least two-thirds ( $66\frac{2}{3}\%$ ) of the votes cast in respect of the Shareholders' Arrangement Resolution at the Shareholders' Meeting in person or by proxy by the Existing Shareholders; and (B) a simple majority of the votes cast in respect of the Shareholders' Arrangement Resolution at the Shareholders' Meeting in person or by proxy by the Existing Shareholders excluding the votes required to be excluded for majority of the minority approval at the Shareholders' Meeting for the purpose of MI 61-101 and to the extent required pursuant to MI 61-101

provided, however, that nothing herein shall restrict the Applicants from seeking approval by the Court of the Final Order in the event that the Shareholders' Arrangement Resolution is not passed in accordance with this paragraph 44. The votes set out in subparagraph (i) above shall be sufficient to authorize the Applicants to do all such acts and things as may be necessary or desirable to give effect to the Arrangement and the Plan of Arrangement on a basis consistent with what is provided for in the Information Circular, as it may be amended, revised and/or supplemented pursuant to the terms of this Interim Order or further Order of the Court, without the necessity of any further approval by the Senior Unsecured Noteholders and Existing Shareholders, subject only to final approval of the Arrangement by this Court and the satisfaction or waiver of the conditions to the Plan of Arrangement pursuant to its terms.

### **Pro Rata Offering**

45. Only Eligible Noteholders shall be entitled to participate in the Pro Rata Offering pursuant to its Subscription Privilege.
46. Concurrently with the mailing of the Noteholder Meeting Packages as contemplated in paragraph 21 above, DTC shall, in accordance with its customary procedures, cause to be delivered through the Intermediaries to each Senior Unsecured Noteholder information pertaining to an electronic version of the Participation Form through a DTC bulletin and establish a voluntary corporate action pursuant to DTC's Automated Subscription Offer Program ("ASOP") or any similar program which provides each Senior Unsecured Noteholder with the opportunity to submit its Participation Form.
47. Eligible Noteholders that are interested in participating in the Pro Rata Offering will be required to:
  - (a) submit to their Intermediaries on or prior to the Participation Deadline, or such earlier deadline as the Intermediaries may advise, their Participation Form (or such other documentation or instructions as the Intermediary may customarily request from a Eligible Noteholder for purposes of properly obtaining their instructions to participate in the Pro Rata Offering), to permit their respective Intermediary to

complete and submit in a timely manner to: (i) DTC through ASOP (or such other method as may be accepted by the Proxy, Information and Exchange Agent and the Applicants), their Participation Form; and (ii) the Proxy, Information and Exchange Agent through a master Participation Form ("**Master Participation Form**"), the Senior Unsecured Noteholder's Participation Form, in each case by 5:00 p.m. (Calgary time) on the Participation Date (the "**Participation Deadline**");

- (b) the respective Intermediary must take such steps and/or actions as are necessary or required to complete and submit the Senior Unsecured Noteholder's Participation Form in accordance with subparagraph (a) to DTC through ASOP (or such other method as may be accepted by the Proxy, Information and Exchange Agent and the Applicants) and deliver the Participation Forms through a Master Participation Form to the Proxy, Information and Exchange Agent, in each case prior to the Participation Deadline; and
- (c) forwarding their respective Electing Noteholder Amount to their Intermediary by the Funding Deadline (or such earlier deadline as the Intermediary may advise);

and each such Intermediary shall verify the holdings of the Senior Unsecured Notes as at the Participation Date of the Eligible Noteholders that submit their Participation Forms (or instructions) in accordance with this paragraph 47 and shall provide such holdings information, together with a detailed registration report and Master Participation Form of the Participation Forms, and all other applicable participation instructions received by such Intermediary to the Proxy, Information and Exchange Agent by the Participation Deadline.

### **Time Periods**

- 48. Subject to the terms of the Noteholder Support Agreement, the Applicants may waive or extend the time limits set out herein or in the Information Circular for the deposit or revocation of proxies and/or delivery of completed Participation Forms, as applicable, if the Applicants, in consultation with the Initial Consenting Noteholders, deem it advisable to do so.

## Final Application

49. The Applicants may apply to this Court, on such notice as is practicable to the parties on the Service List maintained in these proceedings, for the Final Order on [DATE], 2020 at [TIME] (Calgary time) or as soon thereafter as counsel may be heard.
50. The distribution of the Notice of Application and the Interim Order in the Information Circular, when sent in accordance with this Order shall constitute good and sufficient service of the Notice of Application, the Final Order and this Interim Order and no other form of service need be effected and no other material need be served unless a Notice of Intention to Appear is served in accordance with paragraph 51 of this Interim Order.
51. Any Senior Unsecured Noteholder (other than the Initial Consenting Noteholders), Existing Shareholder or any other interested party (each an "**Interested Party**") desiring to appear and make submissions at the application for the Final Order is required to file with this Court and serve upon the Applicants on or before 5:00 p.m. (Calgary time) on Monday, September 21, 2020, a Notice of Intention to Appear including the Interested Party's address for service (or alternatively, a facsimile number for service by facsimile or an email address for service by electronic mail), indicating whether such Interested Party intends to support or oppose the application or make submissions at the application, together with a detailed summary of the position such Interested Party intends to advocate before the Court, and any evidence or materials which are to be presented to the Court. Service of this notice on the Applicants shall be effected by service upon the solicitors for the Applicants, such service to be effected by delivery to the address below:

Bennett Jones LLP  
4500, 855 – 2nd Street S.W.  
Calgary, Alberta T2P 4K7

Solicitor: Kevin Zych / Chris Simard / Michael Shakra  
Telephone: 416-777-5738 / 403-298-4485 / 416-777-6236  
Facsimile: 416-862-6666 / 403-260-7024 / 416-862-6666  
Email: zychk@bennettjones.com / simardc@bennettjones.com  
shakram@bennettjones.com

52. In the event that the application for the Final Order is adjourned, only those parties appearing before this Court for the Final Order, and those Interested Parties serving a Notice of Intention to Appear in accordance with paragraph 51 of this Interim Order, shall be given notice of the adjourned date.

### **Variance**

53. Subject to the terms of the Noteholder Support Agreement, the Applicants shall be entitled to seek leave to vary this Interim Order upon such terms and upon the giving of such notice as this Court may direct.

### **Precedence**

54. To the extent of any inconsistency or discrepancy between this Interim Order and the terms of any instrument creating, governing or collateral to the Senior Unsecured Notes, the Information Circular, the provisions of the ABCA, the provisions of the CBCA or any of the articles or by-laws of the Applicants, this Interim Order shall govern.

### **Notices and Distribution**

55. The Applicants are at liberty to serve or distribute this Interim Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery, facsimile transmission or, in light of the COVID-19 pandemic, electronic mail or e-mail, to interested parties at their respective addresses, electronic mail or email addresses as last shown on the records of the Applicants and that any such service or distribution by courier, personal delivery, facsimile, electronic mail or e-mail transmission 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.
56. Service or distribution in accordance with this Order shall be deemed to be in satisfaction of a legal or judicial obligation, and notice requirements within the meaning of clause 3(c) of the *Electronic Commerce Protection Regulations*, Reg. 8100-2-175 (SOR/DORS).

### **Foreign Proceeding**

57. A senior officer of one or more of the Applicants is hereby authorized, as necessary, to act as the representative or foreign representative (the "**Foreign Representative**") of any of Applicants in connection with these proceedings and with carrying out the terms of this Interim Order, for, among other things, the purpose of having these proceedings recognized in any other jurisdiction whether in or outside of Canada, as necessary. The Foreign Representative is hereby authorized to apply for foreign recognition of these proceedings, as necessary, in any jurisdiction outside of Canada.
58. The Foreign Representative is hereby authorized to apply for foreign recognition and approval of these proceedings, as necessary, in any jurisdiction outside of Canada, including in the United States pursuant to chapter 15 of title 11 of the United States Code, 11 U.S.C. §§ 101-1532.

**Extra-Territorial Assistance**

59. This Interim Order shall have full force and effect in all other Provinces and Territories of Canada and shall be enforced in the courts of each of the Provinces and Territories of Canada in the same manner in all respects as if this Interim Order had been made by the Court enforcing it.

60. This Court requests the aid and recognition of any court or any judicial, regulatory or administrative body in any province in Canada and any judicial, regulatory or administrative tribunal or body or other court constituted pursuant to the Parliament of Canada, the legislature of any province and any court or any judicial, regulatory or administrative body of the United States, any state thereof or any other country in the aid of and to assist this Court in carrying out the terms of this Interim Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Applicants as may be necessary or desirable to give effect to this Interim Order or to assist and their respective agents in carrying out the terms of this Interim Order.

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**Justice of the Court of Queen's  
Bench of Alberta**