



COURT FILE NUMBER
COURT
JUDICIAL CENTRE OF
MATTER

2001-08434
COURT OF QUEEN'S BENCH OF ALBERTA
CALGARY
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
PARTY FILING THIS
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: October 28, 2020
Time: 10:00 a.m.
Where: Calgary Courts Centre, 601 – 5th Street S.W., Calgary
(Virtual Courtroom Via Webex)
Before: The Honourable Justice D.B. Nixon

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 following Affidavits:

- (a) Affidavit of Ronald P. Mathison sworn on July 13, 2020 (the "**Mathison Affidavit No. 1**");
- (b) Affidavit No. 2 of Ronald P. Mathison sworn July 30, 2020 (the "**Mathison Affidavit No. 2**");
- (c) Affidavit No. 3 of Ronald P. Mathison sworn September 25, 2020 (the "**Mathison Affidavit No. 3**");
- (d) Affidavit No. 4 of Ronald P. Mathison sworn October 2, 2020 (the "**Mathison Affidavit No. 4**");

(collectively, the "**Mathison Affidavits**") or the Circular (as defined below) or the Plan of Arrangement (as defined below), as applicable.

2. 12178711 Canada Inc. ("**ArrangeCo**"), Calfrac Well Services Ltd. ("**Calfrac**"), Calfrac (Canada) Inc. ("**CCI**"), Calfrac Well Services Corp. ("**CWSC**") and Calfrac Holdings LP ("**CHLP**"), by its general partner CCI, (each an "**Applicant**" and collectively, the "**Applicants**" or the "**Calfrac Entities**") respectfully request a final order (the "**Final Order**") substantially in the form attached as Schedule "A" to this Application, containing, among other things, the following relief:

- (a) deeming delivery, service and notice of this Application, the Interim Order (as defined below), the Meetings, the Noteholder Meeting Packages, the Shareholder Meeting Packages and the Plan of Arrangement (as defined below) on all parties to be good and sufficient;
- (b) approving the Arrangement (as defined below), as described in the Plan of Arrangement pursuant to section 192 of the *Canada Business Corporations Act*, R.S.C. 1985, c. C-44, as amended (the “CBCA”) and declaring that:
 - (i) the Arrangement is fair and reasonable both procedurally and substantively;
 - (ii) the Arrangement is an arrangement within the meaning of section 192 of the CBCA; and
 - (iii) the Applicants have acted, and are acting, in good faith and with due diligence, and have complied with the provisions of the *Business Corporations Act* (Alberta) (the “ABCA”), the CBCA, the Preliminary Interim Order and the Interim Order (as defined below) in all respects relating to the Arrangement;
- (c) authorizing and directing the Calfrac Entities and all other necessary parties to take all steps and actions necessary or appropriate to implement the Plan of Arrangement, and the other transactions contemplated thereby, in accordance with and subject to the terms of the Plan of Arrangement, including, without limitation, to enter into any agreements or other documents which are to come into effect in connection with the Arrangement;
- (d) declaring that as of the Effective Date, and as at the times and sequences set forth in the Plan of Arrangement, the Plan of Arrangement and all associated steps and transactions shall be binding and effective as set out in the Plan of Arrangement, and on the terms and conditions set forth in the proposed Final Order, upon the Calfrac Entities, the Senior Unsecured Noteholders, all Existing Equity Holders, all

holders of Released Claims, the Released Parties and all other Persons affected by the Plan of Arrangement, subject to Section 3.4 of the Plan of Arrangement;

- (e) declaring that the Applicants are permitted to enter into the New 1.5 Lien Note Documents and the New 1.5 Lien Term Loan Documents and incur the indebtedness contemplated thereunder (collectively, the "**New 1.5 Lien Obligations**"), and making certain declarations with respect to the New 1.5 Lien Obligations, including but not limited to the relative priority thereof;
- (f) approving the releases set forth in Sections 6.1 and 6.2 of the Plan of Arrangement;
- (g) ordering that, from and after the Effective Time, all Persons shall be deemed to have permanently waived any and all defaults or events of default or any non-compliance with any covenant, obligation or term of any contract, credit agreement, credit document or other agreement relating to, arising out of, or in connection with the Senior Unsecured Notes, the Senior Unsecured Notes Indenture, the Arrangement, the Plan of Arrangement and the transactions contemplated thereunder, the Recapitalization Transaction, and the commencement or continuation of the CBCA Proceedings or the Chapter 15 Proceedings, and all notices of default, accelerations, demands for payment or steps or proceedings taken or commenced in connection with the foregoing shall be deemed to have been rescinded and of no further force or effect;
- (h) ordering that the transactions contemplated by and to be implemented pursuant to the Plan of Arrangement shall not be void or voidable under federal or provincial law and shall not constitute and shall not be, or be deemed to be, preferences, assignments, fraudulent conveyances, transfers at undervalue, or other reviewable transactions under any applicable federal or provincial legislation relating to preferences, assignments, fraudulent conveyances or transfers at undervalue;
- (i) authorizing:
 - (i) a senior officer of one or more of the Applicants, as necessary, to act as the representative or foreign representative (the "**Foreign Representative**") of

any of the Applicants in connection with these proceedings and with carrying out the terms of the Final Order, for, among other things, the purpose of having these proceedings recognized in any other jurisdiction whether in or outside of Canada, as necessary; and

- (ii) the Foreign Representative to apply for foreign recognition and approval of these proceedings and the Final Order, 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;
- (j) declaring that the Final Order shall serve as the basis for reliance on the exemption provided by Section 3(a)(10) of the United States *Securities Act of 1933*, as amended (the “**US Securities Act**”), from the registration requirements otherwise imposed by the US Securities Act regarding the distribution of the New Common Shares to Senior Unsecured Noteholders, pursuant to the Plan of Arrangement; and
- (k) such further and order orders, declarations and directions as this Honourable Court may deem just.

Grounds for Making this Application:

3. ArrangeCo is a corporation existing under the CBCA.
4. Calfrac is a corporation existing pursuant to the provisions of the ABCA. Its principal and registered office is located in Calgary, Alberta. Prior to the implementation of the Arrangement, Calfrac will effect a continuance pursuant to the Continuance Resolution, whereby it will cease to be governed by the ABCA and come under the jurisdiction of the CBCA.
5. The Applicants seek approval of this Honourable Court pursuant to sections 192(3) and 192(4) of the CBCA of an 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 is attached as Appendix "H" to the Applicants’ management information circular dated August 17,

2020 (the “**Circular**”) as amended as shown in Schedule B to Calfrac's material change report dated September 25, 2020 (the "**Material Change Report**") (as amended thereby, the "**Plan of Arrangement**").

6. If approved and implemented, the Arrangement will reduce the Calfrac Group’s outstanding total debt by approximately \$571.8 million, and reduce its annual cash interest payments by approximately \$52.7 million.
7. 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 will satisfy the solvency requirement under the CBCA following the implementation of the Arrangement.
8. On July 13, 2020, this Honourable Court granted a preliminary interim order (the "**Preliminary Interim Order**"), pursuant to which, among other things, these proceedings under the CBCA (the "**CBCA Proceedings**") were commenced and a stay of proceedings was granted in respect of the Applicants.
9. 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 (the "**US Court**"), 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.
10. On August 7, 2020, this Honourable Court granted an interim order (the "**Interim Order**"), pursuant to which, among other things, the Applicants were authorized to call and hold the Senior Unsecured Noteholders' Meeting and the Shareholders' Meeting to consider and vote on the Arrangement.
11. On August 31, 2020, the US Court granted recognition of these CBCA Proceedings.

12. The Final Order of this Honourable Court approving the Arrangement will, if granted, 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 New Common Shares to Senior Unsecured Noteholders.
13. It is impracticable to effect the result contemplated by the Arrangement under any provision of the CBCA other than Section 192.
14. The Arrangement:
 - (a) is an arrangement within the meaning of s. 192 of the CBCA;
 - (b) is being advanced by the Applicants in good faith; and
 - (c) is fair and reasonable.
15. 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.
16. Such further and other grounds as counsel may advise.

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

17. The Applicants intend to rely on the following materials:
 - (a) the Mathison Affidavits;
 - (b) the Affidavit of James Peck, sworn October 1, 2020;
 - (c) the Affidavit of Michael D. Olinek, sworn October 2, 2020; and
 - (d) such further and other material as counsel to the Applicants may advise and this Honourable Court may permit.

Applicable Acts and Regulations:

18. 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

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 **FINAL 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: **October 28, 2020**

NAME OF JUDGE WHO MADE THIS ORDER: **D.B. Nixon**

LOCATION OF HEARING: **CALGARY, ALBERTA**

UPON the Application (the "**Final Order 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 Order (the "**Final 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 involving the Applicants;

AND UPON reading:

- (a) the Originating Application of the Applicants for a Preliminary Interim Order, dated July 13, 2020, and the Affidavit of Ronald P. Mathison sworn on July 13, 2020;
- (b) the Application of the Applicants for an Interim Order dated July 30, 2020, and
 - (i) the Affidavit No. 2 of Ronald P. Mathison sworn July 30, 2020; and
 - (ii) the Supplemental Affidavit of Ronald P. Mathison sworn August 5, 2020;
- (c) the Final Order Application, and:
 - (i) the Affidavit of Michael Olinek sworn October 2, 2020;
 - (ii) the Affidavit of James Peck sworn October 1, 2020;
 - (iii) the Affidavit No. 3 of Ronald P. Mathison sworn September 25, 2020 (the "**Mathison Affidavit No. 3**");
 - (iv) the Affidavit No. 4 of Ronald P. Mathison sworn October 2, 2020 (the "**Mathison Affidavit No. 4**").
- (d) the Preliminary Interim Order of this Court dated July 13, 2020 (the "**Preliminary Interim Order**"); and
- (e) the Interim Order of this Court dated August 7, 2020 (the "**Interim Order**");

AND UPON being advised that notice of the Final Order Application has been given to the Director (the "**Director**") appointed under section 260 of the CBCA and that the Director does not consider it necessary to appear;

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, LLC, and counsel for other interested parties;

FOR THE PURPOSES OF THIS ORDER:

- (a) capitalized terms used but not otherwise defined in this Final Order shall have the meanings attributed to them in: (i) the Information Circular of the Applicants dated August 7, 2020 (the "**Circular**"), including as amended by Calfrac's material change report dated September 25, 2020 (the "**Material Change Report**") incorporated by reference therein; (ii) the plan of arrangement attached as Appendix "H" to the Circular, as amended as shown in Schedule B to the Material Change Report (the "**Plan of Arrangement**"); or (iii) the Mathison Affidavit No. 3, as applicable; 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 and Compliance

1. There has been good and sufficient service, delivery and notice of this Application, the Preliminary Interim Order, the Interim Order, the Meetings (as postponed), the Noteholder Meetings Packages, the Shareholder Meeting Packages and the Plan of Arrangement to all Persons upon which service, delivery and notice were required by the terms of the Interim Order, and that the Meetings were duly called and conducted in conformity with the Interim Order and the CBCA or ABCA, as applicable.
2. Service of this Final Order shall be made on all persons who appeared on this Application, either by counsel or in person, and upon the Director, but is otherwise dispensed with.

Approval of the Arrangement

3. The Arrangement, as described in the Plan of Arrangement, is an arrangement within the meaning of section 192 of the CBCA.
4. The Court is satisfied that the Applicants have acted, and are acting, in good faith and with due diligence, and have complied with the provisions of the ABCA, the CBCA, the Preliminary Interim Order and the Interim Order in all respects relating to the Arrangement.
5. The Arrangement, as described in the Plan of Arrangement, and including the distribution of the New 1.5 Lien Notes, the New Common Shares and Warrants, along with procedures relating to the Shareholder Cash Election, contemplated thereby, is fair and reasonable both procedurally and substantively, including as it relates to the Existing Shareholders and the Senior Unsecured Noteholders.
6. The Arrangement shall be and is hereby approved pursuant to Section 192 of the CBCA.
7. Each of the Applicants, the Transfer Agent, CDS, DTC, the Depositary, the New 1.5 Lien Notes Trustee (in its capacity as trustee or as collateral agent) and the Warrant Agent are each authorized and directed to take all steps and actions necessary or appropriate to implement the Plan of Arrangement, and the other transactions contemplated thereby, in accordance with and subject to the terms of the Plan of Arrangement, including, without limitation, to enter into any agreements or other documents which are to come into effect in connection with the Arrangement, including, but not limited to, any agreements or other documents referenced or contemplated in this Final Order.
8. The Applicants are permitted to enter into the New 1.5 Lien Note Documents and the New 1.5 Lien Term Loan Documents (collectively, the "**New 1.5 Lien Documents**"), and incur the indebtedness contemplated thereunder (collectively, the "**New 1.5 Lien Obligations**"). The New 1.5 Lien Obligations shall have the priority:
 - (a) with respect to the Existing Lenders and the First Lien Agent, as set out in the New Intercreditor Agreement; and

- (b) with respect to the Second Lien Noteholders and Second Lien Notes Trustee, the priority accorded to New First Lien Obligations as set out in section 8.5 of the Existing Intercreditor Agreement.
- 9. The Applicants are permitted to use the funds borrowed in connection with the 1.5 Lien Obligations to repay amounts owing to the Existing Lenders and, upon such repayment, the New 1.5 Lien Obligations shall, for all purposes, be Refinancing Indebtedness and New First Lien Obligations (as such terms are defined in the Existing Intercreditor Agreement) and Permitted Refinancing Indebtedness (as defined in the Second Lien Note Indenture) for all purposes of the Existing Intercreditor Agreement and be permitted pursuant to the Existing Intercreditor Agreement.
- 10. Pursuant to the First Lien Credit Agreement Amendment:
 - (a) the New 1.5 Lien Notes, the New 1.5 Lien Term Loans and the New 1.5 Lien Obligations shall, for all purposes, be Permitted Debt under the First Lien Credit Agreement; and
 - (b) all security interests securing the New 1.5 Lien Obligations pursuant to the New 1.5 Lien Documents shall, for all purposes, be Permitted Encumbrances under the First Lien Credit Agreement.
- 11. As of the Effective Date, and as at the times and sequences set forth in the Plan of Arrangement, the Plan of Arrangement and all associated steps and transactions shall be binding and effective as set out in the Plan of Arrangement, and on the terms and conditions set forth in this Final Order, upon the Applicants, the Senior Unsecured Noteholders, the Senior Unsecured Notes Trustee, all Existing Equity Holders, all holders of Released Claims, the Released Parties and all other Persons affected by the Plan of Arrangement, and for certainty, subject to Section 3.4 of the Plan of Arrangement.
- 12. The transactions contemplated by and to be implemented pursuant to or in connection with the Plan of Arrangement including, without limitation, the issuance of the New 1.5 Lien Notes, the New Common Shares and the Warrants, the execution of the New 1.5 Lien Documents, and the procedures relating to the Shareholder Cash Election, shall not be void

or voidable under federal or provincial law and shall not constitute and shall not be, or be deemed to be, preferences, assignments, fraudulent conveyances, transfers at undervalue, or other reviewable transactions under any applicable federal or provincial legislation relating to preferences, assignments, fraudulent conveyances or transfers at undervalue.

13. From and after the Effective Date, any conflict between: (i) the Plan of Arrangement, and (ii) the covenants, warranties, representations, terms, conditions, provisions or obligations, expressed or implied, of any contract, mortgage, security agreement, credit document, guarantee, indenture, trust indenture, note, loan agreement, commitment letter, instrument, agreement for sale, lease, license or other agreement, whether written or oral (each an "**Agreement**") and any and all amendments or supplements thereto existing between any Person and any of the Applicants prior to the Effective Date (excluding the First Lien Credit Agreement or the Loan Documents (as defined in the First Lien Credit Agreement)), will be deemed to be governed by the terms, conditions and provisions of the Plan of Arrangement and this Final Order, which shall take precedence and priority.

No Default

14. From and after the Effective Time, all Persons, including, but not limited to, the Second Lien Noteholders and the Second Lien Notes Trustee (other than the Existing Lenders and the First Lien Agent) shall be deemed to have waived any and all defaults or events of default, accelerations, third party change of control rights or any non-compliance with any covenant, warranty, representation, term, provision, condition or obligation, expressed or implied, in any Agreement, arising on or prior to the Effective Time, in each case relating to, arising out of, or in connection with, the Obligations, the Senior Unsecured Note Documents, the Senior Unsecured Notes and any failure to pay any principal, interest or other amount when due thereunder, the New 1.5 Lien Obligations, the New 1.5 Lien Documents, the First Lien Credit Agreement Amendment, the Support Agreement, the Commitment Letter, the Arrangement, the Arrangement Agreement, the Plan of Arrangement, the transactions contemplated under the Plan of Arrangement, the CBCA Proceedings, the Chapter 15 Proceedings, any orders issued in the CBCA Proceedings or Chapter 15 Proceedings, and any other proceedings commenced with respect to or in

connection with the Plan of Arrangement and any and all amendments or supplements thereto, provided however that notwithstanding any provision of this Order or the Plan of Arrangement, nothing herein or therein shall affect the obligations of any of the Applicants to any employee thereof in their capacity as such, including any contract of employment between any Person and any of the Applicants. Any and all notices of default, accelerations or demands for payment or any step or proceeding taken or commenced in connection with any of the foregoing shall be deemed to have been void *ab initio*, rescinded and of no further force or effect, provided that nothing shall be deemed to excuse any of the Applicants and their respective successors and assigns from performing their obligations under the Plan of Arrangement or any document or agreement entered into in connection with implementation of the Plan of Arrangement.

15. The Applicants are entitled to seek leave at any time prior to the filing of the Articles of Arrangement to vary this Final Order or seek advice and directions as to the implementation of this Final Order.

Releases and Injunctions

16. From and after the Effective Date, at the time and in the sequence, as applicable, set forth in the Plan of Arrangement, the releases and injunctions set forth in Article 6 of the Plan of Arrangement shall be binding and effective as set out in the Plan of Arrangement.

US Securities Law Exemptions

17. This Final Order shall serve as the basis for reliance on the exemption provided by Section 3(a)(10) of the United States Securities Act of 1933, as amended (the "**US Securities Act**"), from the registration requirements otherwise imposed by the US Securities Act regarding the distribution of the New Common Shares pursuant to the Plan of Arrangement.

Foreign Proceeding

18. 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 the Applicants in connection with these proceedings and with carrying out the terms of this

Final Order, for, among other things, the purpose of having these proceedings recognized in any other jurisdiction whether in or outside of Canada, as necessary.

19. The Foreign Representative is hereby authorized to apply for foreign recognition and enforcement of the Final Order, as necessary, in any jurisdiction outside of Canada, including in the United States pursuant to the Chapter 15 Proceedings.

Extra-Territorial Assistance

20. This Final 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 Final Order had been made by the Court enforcing it.
21. 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 Final 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 Final Order or to assist the Applicants and their respective agents in carrying out the terms of this Final Order.

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