

Deloitte & Touche Inc.
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July 11, 2011

To the Creditors of Whitemud Resources Inc. (“Whitemud” or the “Company”) - Proposal

Deloitte & Touche Inc. acts as both Receiver and Manager (the “Receiver”) and as proposal trustee (the “Trustee”) for Whitemud. Information on both the receivership and the proposal (the “Proposal”) proceedings can be accessed on Deloitte’s website at www.deloitte.ca under the Insolvency and Restructuring link (the “Deloitte Website”). At the general meeting of creditors to consider the Proposal, held on April 21, 2011, amendments to the Proposal were tabled and the Proposal, including the amendments (the “Amended Proposal”), was filed with the Office of the Superintendent of Bankruptcy (the “OSB”) on April 28, 2011. The Trustee made an application for Court approval of the Amended Proposal on June 6, 2011, which application was subsequently adjourned to August 12, 2011 such that further amendments could be made to the Amended Proposal. The Amended Proposal, including the further amendments (the “Second Amended Proposal”), was filed with the OSB on July 11, 2011.

Attached is a copy of the Second Amended Proposal. A black-lined version of the Second Amended Proposal (compared to the Amended Proposal) is available for viewing on the Deloitte Website.

Also attached is the Report of Trustee on the Second Amended Proposal and an amended statement of affairs. As noted therein, the Second Amended Proposal will allow for a distribution to the preferred and ordinary unsecured creditors, who would not be eligible to receive any distribution in a bankruptcy scenario. The Second Amended Proposal will also allow Whitemud to continue to operate as a going concern for the benefit of all of its stakeholders.

The general meeting of creditors will reconvene on July 21, 2011 at 10:00 a.m. (the “July 21 Creditors’ Meeting”) to consider the Second Amended Proposal. The July 21 Creditors’ Meeting will be held at the following location:

Deloitte & Touche Inc.
700 Bankers Court, 850 2nd Street SW
Calgary, AB T2P 0R8

At the July 21 Creditors’ Meeting, all of Whitemud’s creditors, who are affected by the Second Amended Proposal, will have the opportunity to vote to accept or reject the Second Amended Proposal. In order for the Second Amended Proposal to be accepted, two-thirds in dollar value and a majority in number of

those creditors voting in each class must vote in favour of the Second Amended Proposal. To be eligible to vote, creditors must have submitted a properly completed proof of claim. Creditors who are unable to attend the July 21 Creditors' Meeting may still vote using either the proxy or the voting letter. The proof of claim form, including a proxy and a voting letter are attached hereto.

Those creditors who have previously filed a proof of claim do not need to submit a new proof of claim but should inform the Trustee of any changes to their proxy and/ or submit a new voting letter.

Should you have any questions, please contact the undersigned.

Yours truly,

DELOITTE & TOUCHE INC.,
In its capacity as Trustee under the Proposal of
Whitemud Resources Inc.
and not in its personal capacity



Victor P. Kroeger, CA•CIRP, CFE
Senior Vice-President

Enclosures

**IN THE MATTER OF THE PROPOSAL OF
WHITEMUD RESOURCES INC.
OF CALGARY, ALBERTA**

SECOND AMENDED PROPOSAL

On December 15, 2010, Deloitte & Touche Inc. was appointed by the Court of Queen's Bench of Alberta, Judicial District of Calgary (the "Court") as Receiver and Manager (the "Receiver"), without security, of all of the assets, undertakings and properties of Whitemud Resources Inc. ("Whitemud"), that were acquired for, or used in relation to Whitemud's business, including all proceeds thereof (the "Receivership"). A copy of the Receivership Order can be found on Deloitte's website at www.deloitte.ca under the Insolvency and Restructuring link.

On March 31, 2011, the Court granted an Order (the "March 31 Order") approving the filing of a proposal by the Receiver, on behalf of Whitemud, pursuant to Part III, Division I of the BIA (the "Proposal"). The Proposal was being funded by and had the full support of the Unaffected Secured Creditor (as defined herein). Pursuant to the March 31 Order, the Proposal was lodged with the Office of the Superintendent of Bankruptcy on April 1, 2011. A general meeting of creditors to consider the Proposal (the "First Meeting of Creditors") was held on April 21, 2011.

At the First Meeting of Creditors, the Unaffected Secured Creditor put forward numerous amendments to the Proposal, which would have substantially increased the recovery to Whitemud's creditors. The First Meeting of Creditors was adjourned in order that the Trustee could receive a copy of and file the Proposal, including the amendments (the "Amended Proposal"). The Amended Proposal was filed with the Office of the Superintendent of Bankruptcy on April 29, 2011. Also at the First Meeting of Creditors, the Unaffected Secured Creditor provided the Receiver with a bank draft in the amount of \$12.995 million, which was anticipated to be an amount sufficient to pay the Debentures (as defined herein) in full.

On May 10, 2011 the Court granted an Order approving payment of the Debentures in full (the "Debenture Payment") and granting the Unaffected Secured Creditor with a second secured charge over Whitemud's assets in the amount of the Debenture Payment. The Receiver subsequently made the Debenture Payment, which totalled \$12.959 million, with the funds advanced by the Unaffected Secured Creditor.

The Creditors' Meeting was reconvened on May 18, 2011 (the "Reconvened Creditors' Meeting"). Pursuant to the terms of the Amended Proposal, the Regional Municipality of Old

Post No. 43 (defined below as the "Affected Secured Creditor"), who has an outstanding claim for property taxes, was the only creditor affected by and eligible to vote on the Amended Proposal. The claims of the Crown, the Preferred Creditors and the Ordinary Unsecured Creditors were to be unaffected by the Amended Proposal and were to be paid in full by the Receiver pursuant to a claims process in the Receivership. At the Reconvened Creditors Meeting the Amended Proposal was accepted by the Affected Creditor.

On June 6, 2011, the Trustee applied to the Court for ratification of the Amended Proposal. Two of Whitemud's Ordinary Unsecured Creditors (the "Objecting Creditors") opposed the application for Court Ratification, with their objection being based, in part, on the fact that the Ordinary Unsecured Creditors had not been allowed to vote on the Amended Proposal. The Court adjourned the application for Court Ratification until June 17, 2011 to allow the Unaffected Secured Creditor to negotiate with the Objecting Creditors.

On June 17, 2011, as a result of the opposition voiced by the Objecting Creditors, the Unaffected Secured Creditor indicated that it intended to further amend the Amended Proposal and to allow all Ordinary Unsecured Creditors to vote thereon. The application for Court Ratification was adjourned to August 12, 2011 to allow for the filing of the Amended Proposal, including further amendments (the "Second Amended Proposal") and the reconvening of the creditors' meeting to consider the Second Amended Proposal.

The Second Amended Proposal is being filed pursuant to the BIA, Part III, Division I, for approval by the Affected Creditors and ratification by the Court with the intent that Whitemud will be reinstated as a going concern for the benefit of all of its stakeholders, namely its creditors, employees and shareholders. The Second Amended Proposal continues to have the full support and backing of the Unaffected Secured Creditor.

PART I INTERPRETATION

1. In the Second Amended Proposal, unless otherwise stated or unless the subject matter or context otherwise requires, the following terms are defined as follows:
 - (a) "Administrative Fees and Expenses" means the Receiver's Proper Fees and expenses and the Trustee's Proper Fees and expenses, including legal fees and disbursements incurred by the Receiver and the Trustee, on or incidental to the administration of the Receivership, the appointment of the Trustee, the negotiations in connection with the preparation of the Proposal, any amendments

thereto and any amended proposals and any proceedings relating to, arising out of, or under the Proposal including the preparation and implementation of the Proposal and any amended proposals, including bankruptcy proceedings and including advice to Whitemud and including any fees and expenses in connection with the Receiver's duties pursuant to the Receivership Order and the Trustee's duties pursuant to the Proposal and any amended proposals;

- (b) "Affected Creditors" means the Affected Secured Creditor and the Affected Unsecured Creditors;
- (c) "Affected Secured Creditor" means the Regional Municipality of Old Post No. 43;
- (d) "Affected Unsecured Creditors" means the holders of Crown Claims, the Preferred Creditors and the Ordinary Unsecured Creditors;
- (e) "BIA" means the *Bankruptcy and Insolvency Act*, R.S.C. 1985;
- (f) "Claim(s)" means any right or claim of any Person that may be asserted or made in whole or in part against Whitemud at the Claims Date, 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 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 or future, known or unknown, by guarantee, surety or otherwise, and whether or not any right or claim is executory or anticipatory in nature including, without limitation, any right or ability of any Person to advance a claim for contribution or indemnity or otherwise with respect to any matter, action, cause or chose in action whether existing at present or commenced in the future, together with any other rights or claims of any kind that, is a debt provable in bankruptcy within the meaning of the BIA;
- (g) "Claims Date" means December 15, 2010, the date on which the Receiver was appointed;

- (h) "Class "A" Common Shares" means the authorized Class "A" Common Shares of Whitemud;
- (i) "Class "B" Non-Voting Common Shares" means the authorized Class "B" Non-Voting Common Shares of Whitemud;
- (j) "Court Ratification" means (a) the approval of the Second Amended Proposal by Order of the Court having received the report of the Trustee and other relevant information from Whitemud or any interested creditor, and (b) the expiry of all appeal periods in relation to such Order of the Court;
- (k) "Creditor Classes" means those creditors who are grouped together, based on commonality of interest who, pursuant to the Second Amended Proposal have been separated into two classes:
 - (i) the Affected Secured Creditor; and
 - (ii) the Affected Unsecured Creditors;
- (l) "Crown Claims" means those Claims of Her Majesty in right of Canada or a Province coming within Section 60(1.1) of the BIA;
- (m) "Debentures" means the 12% Convertible Secured Subordinated Debentures of Whitemud due July 31, 2012 issued under the Trust Indenture;
- (n) "Dividend Fund" means the lesser of (i) the sum of the total Proven Claims of arm's length Ordinary Unsecured Creditors plus the Levy, and (ii) \$700,000, which will be held by the Trustee for the benefit of the arm's length Ordinary Unsecured Creditors. This sum will be paid to the Trustee by bank draft or bank letter of credit by the Unaffected Secured Creditor upon the filing of the Second Amended Proposal, which amount shall be added to the Third Secured Debt;
- (o) "Filing Date" means the date on which the Proposal was originally lodged with the Office of the Superintendent of Bankruptcy, namely April 1, 2011;
- (p) "First Secured Debt" means the debt owed by Whitemud to the Unaffected Secured Creditor that is subject to a first secured charge, ranking only behind the Receiver's Borrowings, on the property, assets and undertakings of Whitemud, which the Unaffected Secured Creditor has acquired from Canadian Western Bank;

- (q) "GST" means goods and services tax payable pursuant to the Excise Tax Act (Canada);
- (r) "Levy" means the levy payable to the Superintendent of Bankruptcy pursuant to Section 147 of the BIA;
- (s) "Ordinary Unsecured Creditors" means those Persons with Claims that are proved in respect of debts and liabilities present or future to which Whitemud was subject at the Filing Date or to which Whitemud may become subject by reason of any obligations incurred before or after the Filing Date (including Claims that arose or may arise at any time by virtue of the disclaiming of any contracts by the Receiver), except for those Claims:
 - (i) that are by the Unaffected Secured Creditor;
 - (ii) that are Crown Claims;
 - (iii) that are by the Affected Secured Creditor;
 - (iv) that have been finally and conclusively disallowed or found by the Court not to be provable Claims;
 - (v) that are by Preferred Creditors; or
 - (vi) that are for Administrative Fees and Expenses;
- (t) "Person" is to be broadly interpreted and includes any individual, firm, corporation, limited or unlimited liability company, general or limited partnership, association, trust, unincorporated organization, joint venture, government authority or any agency, officer or instrumentality thereof or any other entity, wherever situated or domiciled, and whether or not having legal status;
- (u) "Post Filing Goods and Services" means in respect of the Second Amended Proposal the goods supplied or services rendered to Whitemud after the Filing Date and prior to Court Ratification;
- (v) "Post Ratification Goods and Services" means in respect of the Second Amended Proposal the goods supplied or services rendered to Whitemud after Court Ratification;
- (w) "Preferred Creditors" means those persons with Claims that are provable and proved under the BIA and which are required by Section 136 of the BIA to be paid in priority to the Claims of Ordinary Unsecured Creditors;

- (x) "Proven Claim" means a Claim by an Affected Creditor that has been accepted by the Trustee;
- (y) "Receiver's Borrowings" means the amount advanced to the Receiver pursuant to Receiver's Certificates (as such term is defined in the Receivership Order), which are secured by a first charge on Whitemud's assets;
- (z) "Receiver's Proper Fees" means the time charges incurred, at normal hourly rates, by the Receiver or its duly appointed successor or successors appointed under or in connection with the carrying out of its duties pursuant to the Receivership Order;
- (aa) "Second Secured Debt" means the sum of approximately \$12.959 million which amount was provided by the Unaffected Secured Creditor to the Receiver for the purpose of making the Debenture Payment;
- (bb) "Third Secured Debt" means the total of the amounts secured by a third charge debenture on the property, assets and undertaking of Whitemud (ranking in priority only behind the Receiver's Borrowings, the First Secured Debt and the Second Secured Debt), being funds advanced by the Unaffected Secured Creditor: (i) on account of the Dividend Fund, (ii) to pay the costs necessary to allow Whitemud to have lifted the cease trade orders against it and (iii) to pay up to a maximum of \$500,000 of Post Ratification Goods and Services;
- (cc) "Trust Indenture" means the Trust Indenture dated August 6, 2009 between Whitemud and Olympia Trust Company, as Trustee;
- (dd) "Trustee" means Deloitte & Touche Inc. or its duly appointed successor or successors appointed under or in connection with the carrying out of the Second Amended Proposal;
- (ee) "Trustee's Proper Fees" means the time charges incurred, at normal hourly rates, by the Trustee or its duly appointed successor or successors appointed under or in connection with the carrying out of the Proposal and all subsequent amended proposals; and
- (ff) "Unaffected Secured Creditor" means Kasten Energy Inc., the holder of the First Secured Debt and the Second Secured Debt.

PART II
TIMING AND PAYMENT OF CLAIMS

Affected Secured Creditor

2. THAT upon Court Ratification, the Proven Claim of the Regional Municipality of Old Post No. 43 shall be paid in full with funds to be provided to the Receiver by the Unaffected Secured Creditor, which amount shall be added to the First Secured Debt.

Crown Claims

3. THAT all Crown Claims incurred after the Filing Date and before Court Ratification shall be paid in full by the Receiver as they become due.
4. THAT, unless the Crown consents to an extension of the time allowed, all Crown Claims shall be paid in full within six months after Court Ratification with funds provided to the Receiver by the Unaffected Secured Creditor and which amount shall be added to the First Secured Debt.

Preferred Creditors

5. THAT all Claims of Preferred Creditors, including wages, salaries, commissions or compensation, for services rendered after Court Ratification shall be paid by Whitemud in the ordinary course of business.
6. THAT no interest shall be charged by or paid to Preferred Creditors after the Filing Date.
7. THAT Preferred Creditors shall be paid in full as set forth in Section 136(1) of the BIA in priority to all claims of the Ordinary Unsecured Creditors with funds being provided to the Trustee by the Unaffected Secured Creditor (which amount shall be added to the First Secured Debt owing to the Unaffected Secured Creditor), as follows:
 - (a) employees and former employees of Whitemud shall be paid, immediately upon Court Ratification, amounts equal to the amounts that they would be qualified to receive under Section 136(1) of the BIA if Whitemud became bankrupt on the Filing Date, subject to set-off against any amount which any such employee or former employee may owe to Whitemud;
 - (b) wages, salaries, commissions or compensation for services rendered after the Filing Date and before Court Ratification will be paid in full by the Receiver, who will continue to manage the operations of Whitemud during that period; and

- (c) wages, salaries, commissions or compensation for services rendered after Court Ratification will be paid by Whitemud in the ordinary course of business.

Ordinary Unsecured Creditors

8. THAT, subject to the Levy, all Proven Claims of the Ordinary Unsecured Creditors, excluding those of non-arm's length creditors, will receive payment from the Dividend Fund on the following basis: (i) payment of the lesser of the amount of their Claim or \$1,500; and (ii) as to the balance of their Claim, if any, after deducting the cash payment referred to in (i) above, each Ordinary Unsecured Creditor will receive its *pro rata pari passu* share of the remaining amount of the Dividend Fund, to be paid within three months of Court Ratification of the Second Amended Proposal.
9. THAT the Claims of all non-arm's length creditors are postponed pursuant to section 137 of the *BIA*.
10. THAT no interest shall be charged by or paid to Ordinary Unsecured Creditors after the Filing Date.
11. THAT upon filing, the amount of the Dividend Fund shall be paid by the Unaffected Secured Creditor to the Trustee for distribution in accordance with the Second Amended Proposal and the *BIA*, such payment to be made by way of the depositing of a bank draft or a bank letter of credit with the Receiver.

Administrative Fees and Expenses

12. THAT, notwithstanding anything to the contrary in the Second Amended Proposal, payment of all Administrative Fees and Expenses shall be made in priority to all Claims of the Affected Creditors. All of the Administrative Fees and Expenses shall be paid by funds provided by the Unaffected Secured Creditor, which amounts shall be added to and become part of the First Secured Debt.

Goods and Services

13. THAT Claims arising in respect of Post Filing Goods and Services (except for Claims that arose or may arise at any time by virtue of the disclaiming of any contracts by the Receiver) shall be paid in full by the Receiver, who will continue the operations and preserve the assets of Whitemud after the Filing Date and before Court Ratification.
14. THAT Claims arising in respect of Post Ratification Goods and Services (except for Claims that arose or may arise at any time by virtue of the disclaiming of any contracts

by the Receiver prior thereto) shall be paid in full by Whitemud in the ordinary course of business.

PART III
UNAFFECTED SECURED CREDITOR

Unaffected Secured Creditor Funding

15. THAT upon Court Ratification, the Unaffected Secured Creditor shall fund:
 - (a) all outstanding Administrative Fees and Expenses;
 - (b) the repayment of the Receiver's Borrowings; and
 - (c) the amounts required to pay the Proven Claims of the Affected Secured Creditor, the Crown and the Preferred Creditors.
16. THAT following Court Ratification, the Unaffected Secured Creditor shall fund (i) the steps necessary to allow Whitemud to have lifted the cease trade order issued against Whitemud by the Alberta Securities Commission on December 3, 2010 and (ii) the Post Ratification Goods and Services.
17. THAT upon funding of the required amounts by the Unaffected Secured Creditor and Court Ratification, the amount advanced by the Unaffected Secured Creditor to (i) pay the Administrative Fees and Expenses, (ii) to pay the Proven Claims of the Affected Secured Creditor, the Crown and the Preferred Creditors and (iii) to repay the Receiver's Borrowings shall be added to the First Secured Debt.

Third Charge Debenture Granted to the Unaffected Secured Creditor

18. THAT upon funding of the required amounts by the Unaffected Secured Creditor and Court Ratification, Whitemud shall grant to the Unaffected Secured Creditor a third charge debenture (ranking in priority only behind the First Secured Debt and the Second Secured Debt) for the amount advanced by the Unaffected Secured Creditor on account of the Dividend Fund, the costs necessary to allow Whitemud to have lifted the cease trade order against it and up to a maximum of \$500,000 of Post Ratification Goods and Services.

Issuance of Shares to the Unaffected Secured Creditor

19. THAT upon Court Ratification, in further consideration for its agreement to fund the payments required to be made by it and for having taken the initiative in creating the

Proposal and all subsequent amendments thereto to have Whitemud reinstated as a going concern for the benefit of all of its stakeholders (being its employees, its creditors and its shareholders), the Unaffected Secured Creditor (or its nominee or nominees) shall be issued 16,000,000 Class "A" Common Shares and 326,499,700 Class "B" Non-Voting Common Shares. As a result, the current shareholders of Whitemud will continue to own 52.98% of the issued Class "A" Common Shares (being 5.00% of all of the issued shares).

PART IV AMENDMENTS

20. THAT the Second Amended Proposal may be amended by Whitemud or the Trustee at any time prior to or at the meeting of Creditors (being the statutory meeting of the creditors to be held to consider the Proposal, as amended), provided that any such amendments shall be considered by Whitemud to be in the best interests of the creditors. The Second Amended Proposal may be amended or further amended by Whitemud after the said meeting of Creditors:
- (a) if the amendment is non-substantive in nature or in the interest of all of the creditors of Whitemud, with the approval of the Inspectors only;
 - (b) upon a vote conducted by the Trustee at a further meeting of creditors; and/ or
 - (c) upon approval of the Court.

PART V MEETING OF CREDITORS

21. THAT the Second Amended Proposal will only be deemed to have been accepted by the creditors if two-thirds in value and a majority in number of both Creditor Classes have voted in favour of the Second Amended Proposal.
22. THAT at the statutory meeting of the creditors to be held to consider the Second Amended Proposal, the creditors may appoint one but not exceeding a total of five inspectors under the Second Amended Proposal whose duties shall be restricted to:
- (a) advising the Trustee concerning any dispute, which may arise as to the validity of the claim of any creditor under the Second Amended Proposal.
 - (b) advising the Trustee in respect of such matters as may be referred to the Inspectors by the Trustee.

**PART VI
TRUSTEE AND RECEIVER**

23. THAT Deloitte & Touche Inc., Licensed Trustee, shall be the Trustee acting under the Second Amended Proposal.
24. THAT the Trustee is acting in its capacity as Trustee and not in its personal capacity and no officer, director, employee or agent of the Trustee shall incur any obligations or liabilities in connection with the Second Amended Proposal or in connection with the business or liabilities of Whitemud.
25. THAT the Receiver is acting in its capacity as Receiver and not in its personal capacity and no officer, director, employee or agent of the Receiver shall incur any obligations or liabilities in connection with the Second Amended Proposal or in connection with the business or liabilities of Whitemud.
26. THAT all monies payable under the Second Amended Proposal to the Affected Creditors, shall be paid over to the Trustee who shall make the payment thereof to the Affected Creditors as set out herein.
27. THAT upon making the payments and distributions contemplated in Part II of the Proposal, the Second Amended Proposal shall be fully performed and the Trustee and Receiver shall be entitled to apply for their respective discharges as Trustee and Receiver. For greater certainty, neither the Trustee nor the Receiver will be responsible or liable for any obligations of Whitemud and will be exempt from any personal liability in fulfilling any duties or exercising any powers conferred upon it by the Second Amended Proposal unless such acts have been carried out in bad faith and constitute a wilful or wrongful act or default.

**PART VIII
MISCELLANEOUS**

28. THAT the Trustee or Whitemud may apply to the Court for direction from time to time.
29. THAT as part of the process of proving their claims, all Ordinary Unsecured Creditors shall take all normal and customary steps to mitigate their respective damages.

Releases

30. THAT all Claims of creditors against the former officers or directors of Whitemud that arose prior to the Filing Date and that related to the obligations of Whitemud where the

directors are by law liable in their capacity as officers or directors for the payment of such obligations, shall be compromised and satisfied in full upon Court Ratification and the performance by Whitemud of its obligations under the Second Amended Proposal.

31. THAT the Affected Creditors will accept the distribution in the Second Amended Proposal herein as full settlement and complete satisfaction of their Claims.

Consents, Waivers and Agreements

32. THAT upon Court Ratification, the Affected Creditors will be deemed to have consented and agreed to all of the provisions of the Second Amended Proposal in its entirety. The Affected Creditors will be deemed to have waived any default by Whitemud in any provision express or implied or in any agreement existing between the Affected Creditors and Whitemud that occurred on or prior to the Filing Date. The Affected Creditors will be deemed to have agreed that, to the extent that there is any conflict between the provisions of any such agreement and the provisions of the Second Amended Proposal, the provisions of the Second Amended Proposal take precedence and priority and the provisions of any such agreement are amended accordingly.

Binding Effect

33. THAT the provisions of the Second Amended Proposal shall be binding on the Affected Creditors, Whitemud and their respective heirs, executors, administrators, personal and legal representatives, successors and assigns upon Court Ratification.

PART IX

APPOINTMENT OF NEW DIRECTORS

34. THAT upon Court Ratification, a new board of directors of Whitemud shall be appointed consisting of five (5) directors, of which two (2) shall be appointed by the Unaffected Secured Creditor and three (3) shall be independent third parties (the "New Directors"). The New Directors shall hold office until the next general annual meeting of Whitemud's shareholders.

PART X

ANNULMENT OF PROPOSAL

35. THAT Whitemud covenants and agrees that time shall be of the essence in the Second Amended Proposal, and in the event that any term, covenant or provision herein is not fully performed at the time and in the manner specified, each such deficiency shall constitute a default in the performance of a provision of the Second Amended Proposal,

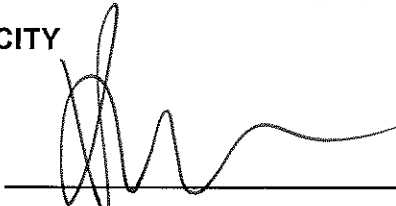
and, subject to Section 62.1 of the BIA, Whitemud shall consent to any application for annulment of the Second Amended Proposal.

36. If the Second Amended Proposal is annulled by an Order of the Court, all payments made pursuant to the terms of the Second Amended Proposal will reduce the Claims of the respective creditors of Whitemud to whom the payments were made.

DATED at Calgary, Alberta, this 11th day of July, 2011.

**DELOITTE & TOUCHE INC. IN ITS SOLE CAPACITY AS COURT APPOINTED RECEIVER
AND MANAGER OF WHITEMUD RESOURCES INC. AND NOT IN ITS PERSONAL
CAPACITY**

By:

A handwritten signature in black ink, appearing to read 'Victor P. Kroeger', is written over a solid horizontal line.

Victor P Kroeger

Senior Vice President

**REPORT OF TRUSTEE ON SECOND AMENDED PROPOSAL
IN THE MATTER OF THE PROPOSAL OF
WHITEMUD RESOURCES INC.**

INTERPRETATION

1. Capitalized terms, not otherwise defined herein, are as defined in Part I of the Second Amended Proposal (the "Second Amended Proposal") lodged with the Office of the Superintendent of Bankruptcy (the "OSB") pursuant to the Bankruptcy and Insolvency Act (the "BIA"), Part III, Division I on July 11, 2011 (the "Filing Date").

BACKGROUND

2. Deloitte & Touche Inc. acts as both Receiver and Manager (the "Receiver") and as proposal trustee (the "Trustee") for Whitemud Resources Inc. ("Whitemud").
3. On March 31, 2011, the Court of Queen's Bench of Alberta (the "Court") granted an Order authorizing the Receiver to file a Proposal pursuant to the BIA. At a general meeting of creditors to consider the Proposal (the "Creditors' Meeting"), held on April 21, 2011, Kasten Energy Inc. ("Kasten" or the "Unaffected Secured Creditor"), which is the beneficial owner of the first secured charge (the "First Secured Debt") on the assets of Whitemud and which was providing funding and support for the Proposal, put forward numerous amendments (the "Amendments") to the Proposal, which would have substantially increased the recovery to Whitemud's creditors. Also at the Creditors' Meeting, Kasten provided the Receiver with a bank draft in the amount of \$12.995 million, which was anticipated to be an amount sufficient to pay in full the 12% convertible secured subordinated debentures (the "Debentures") issued by Whitemud pursuant to a trust indenture dated August 6, 2009. As the Amendments were significant and the voting letters held by the Trustee could have affected the outcome of the vote on the Proposal, the Creditors' Meeting was adjourned in order that the Trustee could receive a copy of the Proposal including the Amendments (the "Amended Proposal"). The Amended Proposal was filed with the OSB on April 28, 2011.
4. On May 10, 2011, the Court granted an Order approving the Receiver paying the Debentures in full (the "Debenture Payment") and granting to Kasten a second-place secured charge over Whitemud's assets in the amount of the Debenture Payment. The Receiver subsequently made the Debenture Payment, which totaled \$12.959 million, with the funds advanced by the Unaffected Secured Creditor.
5. The Creditors' Meeting was reconvened on May 18, 2011 (the "May 18 Creditors' Meeting"). Pursuant to the terms of the Amended Proposal, the Regional Municipality of Old Post No. 43 (the "Affected Secured Creditor"), who has an outstanding claim for property taxes (the "Property

Taxes”), was the only creditor affected by and eligible to vote on the Amended Proposal. The Amended Proposal contemplated that the Affected Secured Creditor would be paid in full upon Court approval of the Amended Proposal (“Court Ratification”). The Amended Proposal further contemplated that the claims of the Crown, the Preferred Creditors and the Ordinary Unsecured Creditors would be unaffected by the Amended Proposal and would be paid in full by the Receiver pursuant to a claims process in the Receivership (the “Receivership Claims Process”). At the May 18 Creditors’ Meeting the Amended Proposal was accepted by the Affected Secured Creditor.

6. The Trustee made an application on June 6, 2011 seeking Court Ratification (the “Ratification Application”). The Receiver filed a concurrent application seeking Court approval of the Receivership Claims Process (the “Claims Process Application”).
7. The Ratification Application was opposed by two of Whitemud’s Ordinary Unsecured Creditors, Trimac Transportation Services LP (“Trimac”) and Bulk Plus Logistics Limited Partnership (“Bulk Plus”). Both Trimac and Bulk Plus objected to the Ratification Application on the basis that they had termination claims, related to the Receiver’s disclaimer of certain agreements between Whitemud and each of Trimac and Bulk Plus, which had yet to be determined (the “Termination Claims”). Trimac and Bulk Plus also indicated that they believed, that they, and all other Ordinary Unsecured Creditors, were entitled to vote on and participate in the Amended Proposal, rather than having their claims dealt with pursuant to the Receivership Claims Process.
8. Based on the objections of Trimac and Bulk Plus, the Court Ratification Application and the Claims Process Application were adjourned until June 17, 2011 in order to allow Trimac, Bulk Plus and Kasten additional time to negotiate with respect to the Termination Claims. On June 17, 2011, Kasten reported that, although, negotiations were ongoing, Kasten had yet to reach a settlement with either of Trimac or Bulk Plus. Given the objections of both Trimac and Bulk Plus, Kasten indicated that it intended to file a further Amended Proposal (the “Second Amended Proposal”), which would include the claims of the Crown, the Preferred Creditors and the Ordinary Unsecured Creditors (collectively the “Affected Unsecured Creditors”) and enable the Affected Unsecured Creditors to vote on the Second Amended Proposal. As such, the Court Ratification Application was adjourned to August 12, 2011 in order to allow for the filing of the Second Amended Proposal and to allow for the Creditors’ Meeting to be reconvened a second time. The Claims Process Application was adjourned *sine die*.

SUMMARY OF AMENDMENTS

9. A black-lined version of the Second Amended Proposal (compared to the Amended Proposal) is available for viewing on the Deloitte Website. The Amendments included in the Second Amended Proposal are summarized below:

Interpretation

- a. Certain definitions are no longer applicable to the Second Amended Proposal, such as "Debenture Holders", "Receivership Claims Process" and "Working Capital Loan" and have been deleted and certain other definitions have been revised based on their use in the Second Amended Proposal.
- b. Definitions have been added for "Affected Secured Creditor", "Affected Unsecured Creditors", "Creditor Classes", "Dividend Fund", "Second Secured Debt" and "Third Secured Debt".

Affected Secured Creditor

- c. The Affected Secured Creditor will be paid in full by the Trustee upon Court Ratification of the Second Amended Proposal. The funds to pay the Affected Secured Creditor will be paid to the Trustee by Kasten with that amount being added to the First Secured Debt.

Affected Unsecured Creditors

- d. Crown Claims will be paid within six months of Court Ratification, unless the Crown consents to an extension of the time allowed. The Crown Claims will be paid in full with funds provided to the Receiver by the Unaffected Secured Creditor. The amount of the Crown Claims will then be added to the First Secured Debt.
- e. Claims of Preferred Creditors will be paid in full upon Court Ratification with funds provided to the Trustee by the Unaffected Secured Creditor. The amount of the Claims of Preferred Creditors will then be added to the First Secured Debt.
- f. The Unaffected Secured Creditor has provided a bank letter of credit to the Trustee totaling \$700,000, the amount of the Dividend Fund. Subject to the Levy, Proven Claims of the Ordinary Unsecured Creditors will be eligible to receive payment from the Dividend Fund on the following basis:
 - i. Payment of the Lesser of the amount of their Proven Claim or \$1,500; and
 - ii. As to the balance of their Claim (after deducting the payment referred to in (i) above), if any, a pro-rata share of the remaining amount of the Dividend Fund to be paid within three months of Court Ratification.

Other

- g. The Administrative Fees and Expenses and the Receiver's Borrowings will be repaid by the Unaffected Secured Creditor upon Court Ratification with that amount being added to the First Secured Debt.
- h. The Unaffected Secured Creditor will advance funds to pay the Dividend Fund, the costs necessary to allow Whitemud to have lifted the cease trade order against it and the costs of any Post Ratification Goods and Services. Upon Court Ratification, Whitemud will grant Kasten a third charge debenture in the amount of these advances (with the amount for Post Ratification Goods and Services eligible for inclusion in the third charge debenture being capped at \$500,000).
- i. Upon Court Ratification, the Unaffected Secured Creditor (or its nominee(s)) shall be issued 16,000,000 Class "A" Common Shares and 326,499,700 Class "B" Non Voting Common Shares. As a result the current shareholders of Whitemud will continue to own 52.98% of the issued Class "A" Common Shares (being 5.00% of all of the issued shares).

ASSETS

- 10. Whitemud's assets (the "Assets") are as reported in the Trustee's Report on Proposal, dated April 6, 2011 (the "First Report on Proposal") and in Whitemud's statement of affairs and amended statement of affairs, all of which are available for viewing on the Deloitte Website.
- 11. As detailed in the First Report on Proposal, following the commencement of the receivership proceedings, the Receiver undertook a sales process (the "Sales Process") in respect of the Assets. On February 28, 2011, the deadline for binding offers in the Sales Process, the Receiver was presented with binding offers to purchase the Assets (the "Asset Offers") as well as the Proposal. On March 31, 2011, the Court approved the Receiver filing the Proposal on behalf of Whitemud and sealed the Asset Offers in order to avoid tainting any future sale process, which may be required should the Proposal, including all subsequent amendments thereto, fail to be approved by the creditors or ratified by the Court.
- 12. The Asset Offers have been used as the basis for the Trustee's comparison of the anticipated recovery to the Affected Creditors pursuant to the Second Amended Proposal as compared to in a bankruptcy scenario.

LIABILITIES

Secured Creditors

- 13. The Receiver has been provided with borrowings of \$461,036 (the "Receiver's Borrowings") advanced by Kasten pursuant to Receiver's Certificates (as defined in the Receivership Order).

The Receiver's Certificates are secured by a first charge on Whitemud's assets (ahead of the First Secured Debt), as approved in paragraph 19 of the Receivership Order and the corresponding Amending Order filed on December 15, 2010. The Receiver's Borrowings are being used to fund Administrative Fees and Expenses and operating costs.

14. As at June 6, 2011 the Property Taxes totalled approximately \$885,474. As noted above, the Property Taxes will be paid upon Court Ratification with funds provided to the Receiver by the Unaffected Secured Creditor, with the payment on account of the Property Taxes being added to the First Secured Debt.
15. The First Secured Debt, which is estimated to total \$907,500, was previously held by CWB but has since been purchased by Kasten. As noted above, the First Secured Debt will be unaffected by the Second Amended Proposal.
16. As noted above, the Debentures, which totalled \$12.959 million were paid in full with funds provided by Kasten, which was granted a second-place secured charge over Whitemud's assets in the amount of the Debenture Payment (the "Second Secured Debt").
17. Whitemud also leases various assets including two vehicles, servers and hardware, the post-receivership payments for which are being made by the Receiver.

Crown Claims

18. Canada Revenue Agency currently has an outstanding pre-receivership claim of approximately \$5,300 for employee payroll deductions. As noted above, the Crown Claims will be paid within six months of Court Ratification, unless the Crown consents to an extension of the time allowed.
19. Crown Claims related to the post-receivership period prior to Court Ratification are being paid by the Receiver.

Preferred Creditors

20. All of Whitemud's employees had been terminated prior to the date of receivership. Subsequent to the receivership, employees were provided with the requisite information to file claims under the *Wage Earner Protection Program Act* (the "WEPPA Claims"). Service Canada will rank as a Preferred Creditor where they have paid Whitemud's former employees, pursuant to their WEPPA Claims, for wages, salaries, commission or compensation, up to a maximum of \$2,000 per employee that would rank as preferred claims pursuant to Section 136(1) of the BIA. Service Canada's Preferred Claim is currently estimated at \$19,500.
21. Certain former Whitemud employees have been retained by the Receiver on a contract basis (the "Contractors"). Amounts due to the Contractors related to the post-Receivership period prior to Court Ratification are being paid by the Receiver.

Ordinary Unsecured Creditors

22. As of the date that the Second Amended Proposal was filed, Whitemud listed unsecured creditors of approximately \$4.04 million of which approximately \$3.08 million relates to termination claims. These termination claims are as a result of the Receiver's disclaimer of a real property lease and certain transportation agreements held by Whitemud, including those with Trimac and Bulk Plus.
23. Goods and Services related to the post-Receivership period prior to Court Ratification (except for Claims that arose or may arise at any time by virtue of the disclaiming of any contracts by the Receiver) are being paid by the Receiver.

PREFERENCES AND TRANSFERS AT UNDERVALUE

24. The Trustee is not aware of Whitemud having been a party to any preferences or transfers at undervalue as those terms are defined in Sections 95(1) and 96(1) of the BIA.

APPOINTMENT OF INSPECTORS

25. The Second Amended Proposal provides for the appointment by the creditors of one or more, but not exceeding five, inspectors (the "Inspectors") at any meeting of creditors to be held to consider the Second Amended Proposal. The powers of the Inspectors include advising the Trustee concerning any dispute as to the validity of the claims of Affected Creditors, advising the Trustee from time to time with respect to any matter which the Trustee may refer to them, and approving the Trustee's final statement of receipts and disbursements and dividend sheet.

ADMINISTRATIVE FEES AND EXPENSES

26. Administrative fees and expenses, including legal fees and disbursements incurred by the Receiver and the Trustee, on or incidental to the administration of the receivership, the appointment of the Trustee and the negotiations in connection with the preparation of the Proposal, the Amended Proposal and the Second Amended Proposal (the "Administrative Fees and Expenses"), shall be paid in priority to all Claims of the Affected Creditors. All of the Administrative Fees and Expenses shall be paid by funds provided by the Unaffected Secured Creditor, which amounts shall be added to and become part of the First Secured Debt.
27. The amount of the Trustee's fees and disbursements will be dependent on actual time incurred and will be reviewed by the Inspectors, if any are appointed, and subject to taxation by the Court.

CREDITORS' MEETING, PROOF OF CLAIM AND VOTING LETTER

28. The meeting of creditors to consider the Second Amended Proposal is being reconvened at Deloitte's office at 700 Bankers' Court, 850 – 2 Street SW in Calgary, Alberta on July 21, 2011 at 10:00 a.m. (the "July 21 Creditors' Meeting"). The Second Amended Proposal will only be deemed to have been accepted by the creditors if two thirds in value and a majority in number of both creditor classes have voted in favour of the Second Amended Proposal. Enclosed herein

are a proof of claim form and a voting letter. In order to participate in the July 21 Creditors' Meeting and share in any distribution made pursuant to the Second Amended Proposal, creditors must submit the proof of claim, including the required supporting documentation to the Trustee, at or prior to the July 21 Creditors' Meeting. If you cannot attend the July 21 Creditors' Meeting, you may still vote using either the proxy or the voting letter. Documentation can be sent by fax to 403-718-3681 or it is also acceptable to submit your proof of claim and proxy or voting letter via email to Cassie Poon at capoon@deloitte.ca. Should you have any questions regarding completion of any of the forms, please contact Cassie Poon at (403) 267-0509.

29. Those creditors who have previously filed a proof of claim do not need to submit a new proof of claim but should inform the Trustee of any changes to their proxy and/ or submit a new voting letter.

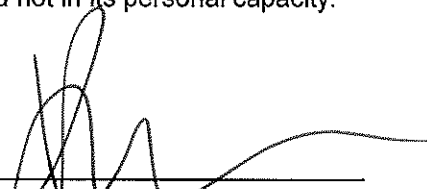
PROPOSAL VS BANKRUPTCY COMPARISON AND TRUSTEE'S RECOMMENDATION

30. If the Second Amended Proposal is not accepted at the Creditors' Meeting there will be a deemed bankruptcy. Attached as "Schedule 1" to this report is a comparison of the recovery to Whitemud's creditors pursuant to the Second Amended Proposal as opposed to the recovery in a bankruptcy scenario. Based on the Asset Offers and the quantum of the Receiver's Borrowings, the First Secured Debt and the Second Secured Debt, in a bankruptcy scenario, the Unaffected Secured Creditor would suffer a significant shortfall and no funds would be available for distribution to the Ordinary Unsecured Creditors.
31. Pursuant to the Second Amended Proposal, the Ordinary Unsecured Creditors are eligible to share, as outlined above, in the Dividend Fund (defined above as the lesser of the sum of the total proven claims of the arms length Ordinary Unsecured Creditors plus the levy payable to the OSB pursuant to Section 147 of the BIA and \$700,000).
32. In a bankruptcy scenario, neither the Preferred nor the Ordinary Unsecured Creditors would be anticipated to receive any distribution and no value would be retained for Whitemud's shareholders.

33. The Trustee is recommending that the Affected Creditors vote in favour of the Second Amended Proposal based on the following:
- a. Kasten, the holder of the First Secured Debt and the Second Secured Debt, will be providing funding and support to the Second Amended Proposal as outlined herein;
 - b. Based on the results of the Sales Process, the Trustee believes that the Second Amended Proposal represents the best recovery for the creditors of Whitemud; and
 - c. The Second Amended Proposal contemplates that Whitemud will continue as a going concern, thereby preserving value for the Company's shareholders.

Dated at Calgary, this 11 day of July, 2011.

DELOITTE & TOUCHE INC.,
in its capacity as Trustee in the Proposal
of Whitemud Resources Inc.
and not in its personal capacity.



Victor P. Kroeger, CA●CIRP, CFE
Senior Vice President

Whitemud Resources Inc. - Second Amended Proposal (rounded to the nearest '00)
Proposal vs. Bankruptcy Comparison
As at July 11, 2011

	Proposal	Bankruptcy	Notes
Assets			
Property, Plant and Equipment	N/A	Sealed	1
Accounts Receivable & Loans to Shareholders	N/A \$	40,000	2
Restricted Cash	N/A	Unknown	3
Mineral Properties	N/A	Sealed	1
Motor Vehicles	N/A	NIL	1
Furniture	N/A	Sealed	1
Total Assets	N/A	Sealed	

Estimated Claims			
Receiver's Borrowings	\$ 461,000	\$ 461,000	4
Kasten Energy Inc. (First Secured Debt)	Unaffected	907,500	5
Kasten Energy Inc. (Second Secured Debt)	12,959,000	12,959,000	6
Property Taxes	885,500	885,500	7
Preferred and Priority Creditors	24,800	24,800	8
Ordinary Unsecured Creditors	4,041,200	4,041,200	
Total Claims	\$ 18,371,500	\$ 19,279,000	

Estimated Amount Available for Distribution to the Creditors

Kasten Energy Inc. (First Secured Debt)	N/A	\$ 907,500	
Kasten Energy Inc. (Second Secured Debt)	See Note	N/A	9
Property Taxes	\$ 885,500	\$ 885,500	
Preferred and Priority Creditors	\$ 24,800	\$ 24,800	
Ordinary Unsecured Creditors	\$ 700,000	NIL	9

Notes:

1. The Receiver undertook a sales process (the "Sales Process") in respect of Whitemud's assets, which included real property in Southern Saskatchewan, a metakaolin processing plant, equipment and quarry and road allowance leases and excluded cash, term deposits, accounts receivable, leased assets and tax losses. The results of the Sales Process were detailed in the Confidential Supplement to the Receiver's First Report (the "Confidential Report"), which was provided to the Court in support of the Receiver's application on March 31, 2011 requesting Court approval and authorization for the Receiver to file a Proposal. The Confidential Report has been sealed by the Court until such time as the Proposal has been approved by the creditors and ratified by the Court. As such, the values contained therein related to the offers received pursuant to the Sales Process and any appraisals have not been released herein (the "Sealed Amounts").
2. The Company lists loans to shareholders in the amount of \$582,775, the collection of which is uncertain and trade accounts receivable in the amount of approximately \$72,800, of which approximately \$40,000 are deemed to be collectible.
3. A \$50,000 deposit (the "Deposit") is held with the Saskatchewan Ministry of the Environment to provide financial assurance with respect to the future decommissioning and reclamation of Whitemud's plant located in Southern Saskatchewan. It is unlikely that any of the Deposit would be released in the event of a bankruptcy.
4. The Receiver has been provided with borrowings by Kasten Energy Inc. pursuant to Receiver's Certificates (as defined in the Receivership Order), which are secured by a first charge on Whitemud's assets.
5. The Receiver's legal counsel has reviewed the security held by Kasten Energy Inc. and determined that it is valid and enforceable.

**Whitemud Resources Inc. - Second Amended Proposal (rounded to the nearest '00)
Proposal vs. Bankruptcy Comparison
As at July 11, 2011**

6. Pursuant to the order granted by the Court on May 10, 2011, the Receiver paid in full, with funds provided by Kasten Energy Inc., the 12% convertible secured subordinated debentures issued by Whitemud pursuant to a trust indenture dated August 6, 2009 (the "Debenture Payment"). Kasten Energy Inc. was granted a second-place secured charge over Whitemud's assets in the amount of the Debenture Payment.
7. Includes amounts due to the Regional Municipality of Old Post for Municipal Property Taxes.
8. Includes amounts due to Service Canada for amounts paid to Whitemud's former employees pursuant to the *Wage Earner's Protection Program Act* and amounts due to Canada Revenue Agency for employee source deductions.
9. Due to the Sealed Amounts, the Trustee is unable to provide complete estimates of the amount available for distribution to the Affected Creditors; however, based on the results of the Sales Process, it is anticipated that, in a bankruptcy scenario, the Unaffected Secured Creditor would suffer a significant shortfall and there would be no funds available for the Preferred or Ordinary Unsecured Creditors.
10. The estimated amount available for distribution to the creditors does not include any Class "A" Common Shares and Class "B" Common Shares to be issued to Kasten Energy Inc. pursuant to the Second Amended Proposal.
11. The administrative fees and expenses including the professional fees and expenses of the trustee, the Receiver and the Receiver's legal counsel have been excluded from this analysis.

District of: Alberta
 Division No. 02 - Calgary
 25-094136
 25-094136

Original Amended

Form 78
 Statement of Affairs (Business Proposal) made by an entity
 (Subsection 49(2) and Paragraph 158(d) of the Act / Subsections 50(2) and 62(1) of the Act)

In the matter of the proposal of
 Whitemud Resources Inc.
 of the City of Calgary, in the Province of Alberta


To the debtor:

You are required to carefully and accurately complete this form and the applicable attachments showing the state of your affairs on the date of the filing of your proposal (or notice of intention, if applicable), on the 15th day of December 2010. When completed, this form and the applicable attachments will constitute the Statement of Affairs and must be verified by oath or solemn declaration.


LIABILITIES (as stated and estimated by the officer)		ASSETS (as stated and estimated by the officer)	
1. Unsecured creditors as per list "A"	4,046,521.07	1. Inventory	0.00
Balance of secured claims as per list "B"	0.00	2. Trade fixtures, etc.	0.00
Total unsecured creditors	4,046,521.07	3. Accounts receivable and other receivables, as per list "E"	
2. Secured creditors as per list "B"	15,252,513.53	Good	36,389.36
3. Preferred creditors as per list "C"	19,506.21	Doubtful	604,608.62
4. Contingent, trust claims or other liabilities as per list "D" estimated to be reclaimable for	0.00	Bad	14,555.74
Total liabilities	19,318,540.81	Estimated to produce	40,028.30
Surplus	NIL	4. Bills of exchange, promissory note, etc., as per list "F" ...	0.00
		5. Deposits in financial institutions	0.00
		6. Cash	0.00
		7. Livestock	0.00
		8. Machinery, equipment and plant	1.00
		9. Real property or immovable as per list "G"	1.00
		10. Furniture	1.00
		11. RRSPs, RRIFs, life insurance, etc.	0.00
		12. Securities (shares, bonds, debentures, etc.)	0.00
		13. Interests under wills	0.00
		14. Vehicles	36,925.93
		15. Other property, as per list "H"	52,616.60
		If debtor is a corporation, add:	
		Amount of subscribed capital	0.00
		Amount paid on capital	0.00
		Balance subscribed and unpaid	0.00
		Estimated to produce	0.00
		Total assets	129,573.83
		Deficiency	19,188,966.98

I, Deloitte & Touche Inc. in its capacity as Receiver and Manager of Whitemud Resources Inc. and not in its personal capacity, of the City of Calgary in the Province of Alberta, do swear (or solemnly declare) that this statement and the attached lists are to the best of my knowledge, a full, true and complete statement of my affairs on the 11th day of July 2011 and fully disclose all property of every description that is in my possession or that may devolve on me in accordance with the

SWORN (or SOLEMNLY DECLARED)
 before me at the City of Calgary in the Province of Alberta, on this 11th day of July 2011.



 Vanessa Grant, Commissioner of Oaths
 For the Province of Alberta
 Expires Sep. 26, 2011



 Deloitte & Touche Inc. in its capacity as
 Receiver and Manager of Whitemud
 Resources Inc. and not in its personal
 capacity

District of: Alberta
 Division No. 02 - Calgary
 Court No. 25-094136
 Estate No. 25-094136

FORM 78 -- Continued

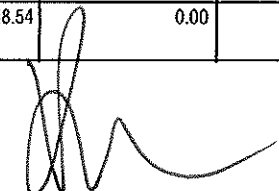
List "A"
 Unsecured Creditors

Whitemud Resources Inc.

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
1	4511409 Canada Inc. NL 004	15 New Brighton Drive SE CALGARY AB T2Z 4B2	4,410.00	0.00	4,410.00
2	A.N. DERINGER, INC.	P.O. BOX 11349 MONTREAL QC H3C5H1	591.78	0.00	591.78
3	ACPA-Southwest	3430 Tully Road, Suite 20-107 MODESTO CA 95350	92.87	0.00	92.87
4	Advance Printing & Thermograph	#3, 3360 27th St NE CALGARY AB T1Y5E2	99.75	0.00	99.75
5	Aecomtric Corporation	374 Ohio Rd. RICHMOND HIL ON L4C2Z9	34,347.62	0.00	34,347.62
6	Alberta Finance (Corporate Tax)	Tax and Revenue Administration 9811 - 109th Street EDMONTON AB T5K 2L5	0.00	0.00	0.00
7	Alliance Funding Corporation	300 The East Mall, Suite 401 Toronto ON M9B 6B7	0.00	0.00	0.00
8	Ally Credit Canada Limited	PO Box 5300 Station D ETOBICOKE ON M9A 6T4	0.00	0.00	0.00
9	Alstom Power Inc	4525 Weaver Parkway, Suite 250 WARRENVILLE IL 60555	200,363.23	0.00	200,363.23
10	BASF Corporation	23700 Chegrin Boulevard Beachwood OH 44122 USA	0.00	0.00	0.00
11	BOW CITY	BAY C, 1423 - 45 AVENUE NE CALGARY AB T2E 2P3	57.40	0.00	57.40
12	Bulk Plus Logistics Limited Partnership C/o Macleod Dixon LLP Attn: Howard Gorman	3700 Canterra Tower, 400 3rd Ave SW Calgary AB T2P 4H3	1,342,982.24	0.00	1,342,982.24
13	Bulletproof InfoTech Inc.	15 - 7711 - 50 Ave RED DEER AB T4P1M7	6,339.91	0.00	6,339.91
14	C. F. Investments Corporation	151 Mt Robson Circle SE CALGARY AB T2Z 2C1	5,250.00	0.00	5,250.00
15	C.F. Investments Corp	151 Mt Robson Circle SE Calgary AB T2Z 2C1	15,750.00	0.00	15,750.00
16	Canadian Pacific Railway	Royal Bank Lockbox 2790 Sln M CALGARY AB T2P2M7	34,896.57	0.00	34,896.57
17	Canadian Western Trust	Suite 600, 750 Cambie St VANCOUVER BC V6B0A2	6,552.69	0.00	6,552.69
18	Canamara United Supply	8750 53 Avenue Edmonton AB T6E 5G2	8,336.79	0.00	8,336.79
19	CARSCALLEN LEITCH LLP	1500, 407 - 2ND STREET SW CALGARY AB T2P2Y3	100,647.13	0.00	100,647.13
20	Caterpillar Financial Services Limited	5575 North Service Road Burlington ON L7L 6M1	0.00	0.00	0.00
21	Caterpillar Financial Services Limited	5575 North Service Road Burlington ON L1L 6M1	0.00	0.00	0.00
22	Certified Laboratories	PO Box 2413T, Stn A TORONTO ON M5W2K6	349.75	0.00	349.75
23	Clint Cozak	Box 43 WOOD MOUNTAIN SK S0H4L0	48.54	0.00	48.54

11-Jul-2011

Date


 Deloitte & Touche Inc. in its capacity as Receiver and
 Manager of Whitemud Resources Inc. and not in its
 personal capacity

District of: Alberta
 Division No. 02 - Calgary
 Court No. 25-094136
 Estate No. 25-094136

FORM 78 -- Continued

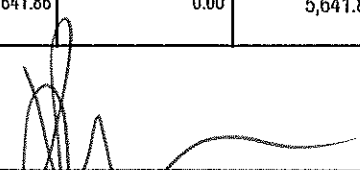
List "A"
 Unsecured Creditors

Whitemud Resources Inc.

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
24	CNW Group WHC15841	Waterpark Place 20 Bay St, Suite 1500 Toronto ON M5J 2N8	4,961.51	0.00	4,961.51
25	Consolidated Fastrate Inc.	9701 Highway 50 WOODBRIIDGE ON L4H2G4	5,167.41	0.00	5,167.41
26	CRA - Calgary Tax Services Office Source Deductions	220 4th Avenue South East Calgary AB T2G 0L1	5,369.66	0.00	5,369.66
27	Curtis Karst	Box 2187 Assinibola SK S0H 0B0	1,708.36	0.00	1,708.36
28	DATASHRED	6607 - 34 STREET SW Calgary AB T3E 5M3	126.00	0.00	126.00
29	ECHO Global Logistics Inc.	22168 Network Place CHICAGO IL 60673 USA	431.27	0.00	431.27
30	Ecology Auto Parts	14150 VINE PLACE CERRITOS CA 90703	1,618.77	0.00	1,618.77
31	Edco Plumbing & Heating Ltd.	1138 McDonald St REGINA SK S4N4X3	1,260.00	0.00	1,260.00
32	ERNST & YOUNG LLP	PO Box 57104, Postal Str A TORONTO ON M5W5M5	2,625.00	0.00	2,625.00
33	Evelyn Okraincee	PO Box 58 WOOD MOUNTAIN SK S0H4L0	870.00	0.00	870.00
34	F.G. Adams Co., Inc.	188 East Grove Street MIDDLEBORO MA 11111	4,535.87	0.00	4,535.87
35	Fife Lake Railway Ltd.	PO Box 810 Coronach SK S0H 0Z0	44,168.04	0.00	44,168.04
36	FL Smidth Inc.	2040 Avenue C, BETHLEHEM PA 18017	35,663.72	0.00	35,663.72
37	FreightQuote.com	16025 West 113th Street LENEXA IL 66219	514.46	0.00	514.46
38	GE RAILCAR SERVICES INC.	SUITE 2100, 530 - 8TH AVE. SW CALGARY AB T2P 3S8	500,000.00	0.00	500,000.00
39	Glenmore Deli	2750A Glenmore Trail SE CALGARY AB T2C2E6	111.30	0.00	111.30
40	GMAC Leaseco Corporation	2400 - 10155 102 St EDMONTON AB T5J 4G8	0.00	0.00	0.00
41	GMP Securities LP	145 King St West, Suite 300 Toronto ON M5H 1J8	0.00	0.00	0.00
42	Golder Associates Ltd.	Unit B, 12330 88th Ave SURREY BC V3W3J6	1,669.50	0.00	1,669.50
43	Grady Zahariuk	Box 13 Flintoft SK S0H 1R0	700.39	0.00	700.39
44	Great West Auto Electric LTD.	PO BOX 1268 ASSINIBOIA SK S0H0B0	964.97	0.00	964.97
45	Harveys Home Centre	104 2nd Ave W, PO Box 1840 ASSINIBOIA SK S0H0B0	46.99	0.00	46.99
46	Honeywell Process Solutions	2181 Premier Way, Suite 160 Sherwood Park AB T8H 2V1	17,312.40	0.00	17,312.40
47	Hood Packaging Corporation	P O Box 2898, Sin M CALGARY AB T2P3C3	5,641.86	0.00	5,641.86

11-Jul-2011

Date


 Deloitte & Touche Inc. in its capacity as Receiver and
 Manager of Whitemud Resources Inc. and not in its
 personal capacity

District of: Alberta
 Division No. 02 - Calgary
 Court No. 25-094136
 Estate No. 25-094136

FORM 78 -- Continued

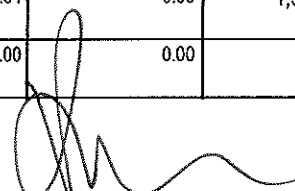
List "A"
 Unsecured Creditors

Whitemud Resources Inc.

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
48	Icecorp Logistics Inc	2116 27th Ave NE, Suite 248 CALGARY AB T2E7A6	852.01	0.00	852.01
49	Irvin Yorga	Box 22 Flintoft SK S0H 1R0	2,398.62	0.00	2,398.62
50	Irwin, White & Jennings	2620-1055 West Georgia Street, Box 11168 VANCOUVER BC V6E3R5	2,352.00	0.00	2,352.00
51	Joe Agostino C/o Hammerstone Corp.	PO Box 5636 FORT MCMURRAY AB T9H 3G6	13,875.08	0.00	13,875.08
52	Karst's Tirecraft	Box 118 ASSINIBOIA SK S0H0B0	1,321.40	0.00	1,321.40
53	Kasten Energy	500, 1414 - 8 Street SW Calgary AB T2R 1J6	0.00	0.00	0.00
54	Kelly Babichuk	58 Lake Christina Close Calgary AB T2J 2R9	20,471.62	0.00	20,471.62
55	Kevin Kuffner	Box 117 GLENWORTH SK S0H 1V0	229.59	0.00	229.59
56	L.G. Everist Inc.	PO Box 5829 Sioux falls SD 57117-5829 USA	1,601.25	0.00	1,601.25
57	Limerick Co-Operative Assn. Lt	Limerick LIMERICK SK S0H2P0	198.49	0.00	198.49
58	Mancal Properties Inc. & Community Credit Union Ltd.	601, 4901 48 Street Red Deer AB T4N 6M4	291,603.75	0.00	291,603.75
59	MBNA Canada	PO Box 4369, Station A TORONTO ON M5W3P2	6,107.06	0.00	6,107.06
60	Merlin Edge	Suite 100 602 12th Ave SW CALGARY AB T2R1J3	2,625.00	0.00	2,625.00
61	Michelle Goetz	435 Killarney Glen Crt SW Calgary AB T3E 7H4	1,810.28	0.00	1,810.28
62	Myers Norris Penny LLP	Suite 900, 700 6th Ave SW CALGARY AB T2P0T8	2,756.25	0.00	2,756.25
63	Nelson GM	Box 1360, ASSINIBOIA SK S0H0B0	1,946.30	0.00	1,946.30
64	Nick Laganiere NL 103110/NL111510	15 New Brighton Drive SE CALGARY AB T2Z 4B2	1,377.46	0.00	1,377.46
65	Norton Rose OR LLP	3800, 200 Bay Street PO Box 84 Toronto ON M5J 2Z4	2,365.83	0.00	2,365.83
66	Parlee McLaws LLP	3400 Petro-Canada Centre, 150 6 Ave SW CALGARY AB T2P3Y7	20,803.39	0.00	20,803.39
67	Patrick Hanson	Box 1759 Assiniboia SK S0H 0B0	181.17	0.00	181.17
68	Pneumatic Alternatives Cons.	PO Box 3183 SHERWOOD PARK AB T8H2T2	6,260.62	0.00	6,260.62
69	Praxair Distribution	PO Box 2531 Station M CALGARY AB T2P0S6	787.51	0.00	787.51
70	PUROLATOR COURIER LTD.	5995 Avebury Road, 3rd Floor MISSISSAUGA ON L5R3T8	1,933.84	0.00	1,933.84
71	R.M. OF OLD POST NO. 43	P.O. BOX 70 Wood Mountain SK S0H 4L0	0.00	0.00	0.00

11-Jul-2011

Date


 Deloitte & Touche Inc. In its capacity as Receiver and
 Manager of Whitemud Resources Inc. and not in its
 personal capacity

District of: Alberta
 Division No. 02 - Calgary
 Court No. 25-094136
 Estate No. 25-094136

FORM 78 -- Continued

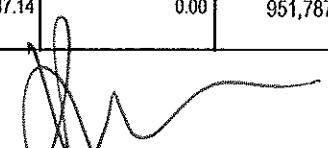
List "A"
 Unsecured Creditors

Whitemud Resources Inc.

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
72	Revenue Canada Taxation	Room 330, 220 - 4 Avenue SE CALGARY AB T2G 0L1	0.00	0.00	0.00
73	Rick Ketcheson	615 Willowbun Cres SE Calgary AB T2J 1M9	4,269.87	0.00	4,269.87
74	Ricoh Canada Inc SCO88939704	5520 Explorer Drive, Floor Mississauga ON L4W 5L1	228.38	0.00	228.38
75	RM of Willow Bunch No. 42	Box 220 Willow Bunch SK S0H 4K0	2,096.37	0.00	2,096.37
76	Rob Martin	231 Oakside Road SW CALGARY AB T2V 4H7	11,259.51	0.00	11,259.51
77	Roger Boscher Management Inc 2011-04	60 Patina Terrace SW CALGARY AB T3H 4M8	3,747.19	0.00	3,747.19
78	Rogers	PO Box 8878 STN Terminal VANCOUVER BC V6B0H6	267.98	0.00	267.98
79	ROSS SYSTEMS INC.	2 CONCOURSE PARKWAY, SUITE 800 ATLANTA GA 30328	6,293.36	0.00	6,293.36
80	Saskatchewan Finance	2350 Albert Street REGINA SK S4P4A6	1,221.02	0.00	1,221.02
81	SaskEnergy Incorporated 612440000070201	900 - 1777 Victoria Ave. REGINA SK S4P 2C7	6,458.54	0.00	6,458.54
82	SASKPOWER	P.O. BOX 580 SWIFT CURRENT SK S9H3W4	9,137.75	0.00	9,137.75
83	SASKTEL CMR	P.O. BOX 2121 REGINA SK S4P4C5	204.96	0.00	204.96
84	SGS Canada Inc. 233111	6490 Vipond Drive Mississauga ON L5T 1W8	2,478.00	0.00	2,478.00
85	SK INDUSTRY & RESOURCES	200, 2101 SCARTH STREET REGINA SK S4P3V7	2,876.00	0.00	2,876.00
86	STEVENSON DIRT MOVING LTD.	P.O. BOX 2169 ASSINIBOIA SK S0H0B0	196,237.52	0.00	196,237.52
87	Strategic Marketing Associates	3435 Kent Road, Suite 8 STOW OH 44224	5,019.33	0.00	5,019.33
88	Supreme Office Products Ltd.	PO Box 4318 REGINA SK S4P 3W6	376.10	0.00	376.10
89	Telus/Telus Mobility 14062106	Attention: Insolvency Group PO Box 7575 Vancouver BC V6B 8N9	3,829.00	0.00	3,829.00
90	Terry Hobbs	PO Box 2004 Assiniboia SK S0H 0B0	1,616.45	0.00	1,616.45
91	The Driving Force Inc.	18310 100 Ave Edmonton AB T5P 4X5	0.00	0.00	0.00
92	Tonmar Janitorial Ltd.	109 - 1628 Foster's Way DELTA BC V3M6S6	1,303.79	0.00	1,303.79
93	Town of Assiniboia	Box 670 ASSINIBOIA BC S0H0B0	15.00	0.00	15.00
94	Triline Carriers LP	23518 Ryan Road Rocky View AB T1X 0K1	31,607.27	0.00	31,607.27
95	Trimac Transportation Services C/o Macleod Dixon LLP Attn: Howard Gorman	3700 Canterra Tower, 400 3rd Ave SW Calgary AB T2P 4H2	951,787.14	0.00	951,787.14

11-Jul-2011

Date


 Deloitte & Touche Inc. in its capacity as Receiver and
 Manager of Whitemud Resources Inc. and not in its
 personal capacity

District of: Alberta
Division No. 02 - Calgary
Court No. 25-094136
Estate No. 25-094136

FORM 78 -- Continued

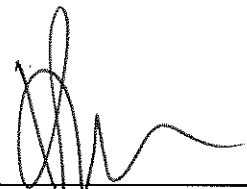
List "A"
Unsecured Creditors

Whitemud Resources Inc.

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
96	Union Pacific Railroad Co.	PO Box 502453 ST. LOUIS MO 63150	348.69	0.00	348.69
97	University of Toronto	Simcoe Hall, Room 133S, 27 Kings College Circle TORONTO ON M5S1A1	11,400.00	0.00	11,400.00
98	Valiant Trust Company	Suite 310 606 4 St SW Calgary AB T2P 1T1	4,555.30	0.00	4,555.30
99	Van Houtte Coffee Services Inc	1331 Hamilton REGINA SK S4R2B6	308.20	0.00	308.20
100	Workers Compensation Board of AB	9912 - 107th Street EDMONTON AB T5J 2S5	0.00	0.00	0.00
101	Xerox Canada Ltd	33 BLOOR STREET EAST TORONTO ON M4W3H1	1,536.08	0.00	1,536.08
102	Yanke Group of Companies	1359 Fletcher RD Saskatoon SK S7M 5H5	5,600.00	0.00	5,600.00
Total:			4,046,521.07	0.00	4,046,521.07

11-Jul-2011

Date



Deloitte & Touche Inc. in its capacity as Receiver and
Manager of Whitemud Resources Inc. and not in its
personal capacity

District of: Alberta
 Division No. 02 - Calgary
 Court No. 25-094136
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FORM 78 -- Continued


List "B"
 Secured Creditors

Whitemud Resources Inc.

No.	Name of creditor	Address	Amount of claim	Particulars of security	When given	Estimated value of security	Estimated surplus from security	Balance of claim unsecured
1	Alliance Funding Corporation	300 The East Mall, Suite 401 Toronto ON M9B 6B7	2,615.60	Other - Servers and Hardware	01-Dec-2010	2,615.60		
2	Ally Credit Canada Limited	PO Box 5300 Station D ETOBICOKE ON M9A 6T4	36,923.93	Motor Vehicles - Automobile - Chevrolet - Silverado - 2GCEK19C671705547 Motor Vehicles - Automobile - GMC - Sierra - 2GTEK13CX71685532	01-Dec-2010 01-Dec-2010	19,682.99 17,240.94		
3	Kastlen Energy	500, 1414 - 8 Street SW Calgary AB T2R 1J6	14,327,500	Business Assets - Machinery - Equipment and Plant Debts Due - Business - Accounts Receivable Debts Due - Business - Shareholder Loans Furniture - Furniture Motor Vehicles - Other - Caterpillar - 242B2 - CAT0242BKBXM04460 Motor Vehicles - Other - Caterpillar - 966H - CAT0966HJA6D01456 Other - Mineral properties Other - Restricted Cash Other - Servers and Hardware Real Property or Immovable - Land - (Saskatchewan)	01-Dec-2010 01-Dec-2010 01-Dec-2010 01-Dec-2010 01-Dec-2010 01-Dec-2010 01-Dec-2010 01-Dec-2010	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00		14,327,500.00

11-Jul-2011

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 Deloitte & Touche Inc. in its capacity as Receiver and
 Manager of Whitemud Resources Inc. and not in its
 personal capacity

District of: Alberta
 Division No. 02 - Calgary
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FORM 78 -- Continued

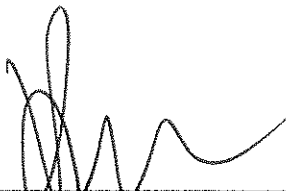
List "B"
 Secured Creditors

Whitemud Resources Inc.

No.	Name of creditor	Address	Amount of claim	Particulars of security	When given	Estimated value of security	Estimated surplus from security	Balance of claim unsecured
4	R.M. OF OLD POST NO. 43	P.O. BOX 70 Wood Mountain SK S0H 4L0	885,474.00	Business Assets - Machinery - Equipment and Plant	30-Nov-2010	1.00		
				Debts Due - Business - Accounts Receivable	30-Nov-2010	40,028.30		
				Debts Due - Business - Shareholder Loans	30-Nov-2010	0.00		
				Motor Vehicles - Other - Caterpillar - 242B2 - CAT0242BKBXM04460	30-Nov-2010	1.00		
				Motor Vehicles - Other - Caterpillar - 966H - CAT0966HJA6D01456	30-Nov-2010	1.00		
				Other - Mineral properties	30-Nov-2010	1.00		
				Real Property or Immovable - Land - (Saskatchewan)	30-Nov-2010	1.00		
				Furniture - Furniture	01-Apr-2011	1.00		
				Other - Restricted Cash	01-Apr-2011	50,000.00		795,439.70
Total:			15,252,513.53			129,573.83	0.00	15,122,939.70

11-Jul-2011

Date


 Deloitte & Touche Inc. in its capacity as Receiver and
 Manager of Whitemud Resources Inc. and not in its
 personal capacity

District of: Alberta
Division No. 02 - Calgary
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Estate No. 25-094136

FORM 78 -- Continued

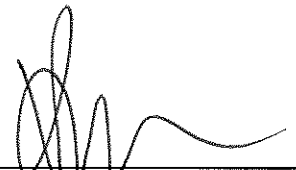
List "C"
Preferred Creditors for Wages, Rent, etc.

Whitemud Resources Inc.

No.	Name of creditor	Address and occupation	Nature of claim	Period during which claim accrued	Amount of claim	Amount payable in full	Difference ranking for dividend
1	Service Canada - Wage Earner Protection Plan	PO Box 2517 London ON N6A 4G9		-	19,506.21	0.00	19,506.21
Total:					19,506.21	0.00	19,506.21

11-Jul-2011

Date


Deloitte & Touche Inc. in its capacity as Receiver and
Manager of Whitemud Resources Inc. and not in its
personal capacity

District of: Alberta
Division No. 02 - Calgary
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FORM 78 -- Continued

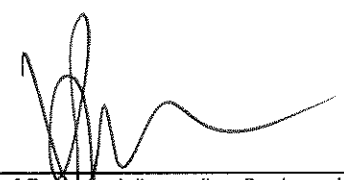
List "D"
Contingent or Other Liabilities

Whitemud Resources Inc.

No.	Name of creditor or claimant	Address and occupation	Amount of liability or claim	Amount expected to rank for dividend	Date when liability incurred	Nature of liability
Total:			0.00	0.00		

11-Jul-2011

Date



Deloitte & Touche Inc. in its capacity as Receiver and
Manager of Whitemud Resources Inc. and not in its
personal capacity

District of: Alberta
 Division No. 02 - Calgary
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 Estate No. 25-094136

FORM 78 -- Continued

List "E"
 Debts Due to the Debtor

Whitemud Resources Inc.

No.	Name of debtor	Address and occupation	Nature of debt	Amount of debt (good, doubtful, bad)	Folio of ledgers or other book where particulars to be found	When contracted	Estimated to produce	Particulars of any securities held for debt
1	Accounts Receivable	Calgary AB	Receivables	36,389.36 21,833.62 14,555.74		15-Dec-2010	40,028.30	Secured to numerous creditors
2	Shareholder Loans	Calgary AB	Shareholder Loans	0.00 582,775.00 0.00		15-Dec-2010	0.00	Secured to numerous creditors
Total:				36,389.36 604,608.62 14,555.74			40,028.30	

11-Jul-2011

Date

Deloitte & Touche Inc. in its capacity as Receiver and Manager of Whitemud Resources Inc. and not in its personal capacity

District of: Alberta
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FORM 78 -- Continued

List "F"

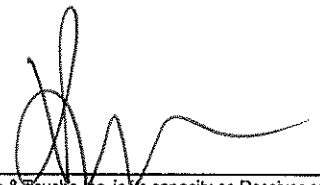
Bills of Exchange, Promissory Notes, Lien Notes, Chattel
Mortgages, etc., Available as Assets

Whitemud Resources Inc.

No.	Name of all promissory, acceptors, endorsers, mortgagors, and guarantors	Address	Occupation	Amount of bill or note, etc.	Date when due	Estimated to produce	Particulars of any property held as security for payment of bill or note, etc.
Total:				0.00		0.00	

11-Jul-2011

Date



Deloitte & Touche Inc. in its capacity as Receiver and
Manager of Whitemud Resources Inc. and not in its
personal capacity

District of: Alberta
 Division No. 02 - Calgary
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FORM 78 -- Continued

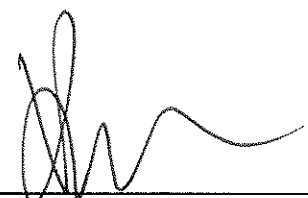
List "G"
 Real Property or Immovables Owned by Debtor

Whitemud Resources Inc.

Description of property	Nature of debtor interest	In whose name does title stand	Total value	Particulars of mortgages, hypothecs, or other encumbrances (name, address, amount)	Equity or surplus
Land - (Saskatchewan)	Owner	Whitemud Resources Inc.	1.00	R.M. OF OLD POST NO. 43 P.O. BOX 70 Wood Mountain SK S0H 4L0 835,353.96 Kasten Energy 500, 1414 - 8 Street SW Calgary AB T2R 1J6 907,500.00	0.00
Total:			1.00		0.00

11-Jul-2011

Date



Deloitte & Touche Inc. in its capacity as Receiver and
 Manager of Whitemud Resources Inc. and not in its
 personal capacity

District of: Alberta
 Division No. 02 - Calgary
 Court No. 25-094136
 Estate No. 25-094136

FORM 78 -- Concluded

List "H"
 Property


Whitemud Resources Inc.

FULL STATEMENT OF PROPERTY

Nature of property	Location	Details of property	Original cost	Estimated to produce
(a) Stock-in-trade			0.00	0.00
(b) Trade fixtures, etc.			0.00	0.00
(c) Cash in financial institutions			0.00	0.00
(d) Cash on hand			0.00	0.00
(e) Livestock			0.00	0.00
(f) Machinery, equipment and plant	Plant Location	Equipment and Plant	0.00	1.00
(g) Furniture		Furniture	0.00	1.00
(h) Life insurance policies, RRSPs, etc			0.00	0.00
(i) Securities			0.00	0.00
(j) Interests under wills, etc.			0.00	0.00
(k) Vehicles		Other - Caterpillar - 242B2 - CAT0242BKBXM04460	0.00	1.00
		Other - Caterpillar - 966H - CAT0966HJA6D01456	0.00	1.00
		Automobile - Chevrolet - Silverado - 2GCEK19C671705547	0.00	19,682.99
		Automobile - GMC - Sierra - 2GTEK13CX71665532	0.00	17,240.94
(l) Taxes			0.00	0.00
(m) Other		Mineral properties	0.00	1.00
		Servers and Hardware	0.00	2,615.60
		Restricted Cash	0.00	50,000.00
			Total:	89,544.53

11-Jul-2011

Date


 Deloitte & Touche Inc. in its capacity as Receiver and
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 personal capacity

District of: Alberta
Division No. 02 - Calgary
Court No. 25-094136
Estate No. 25-094136

FORM 31 / 36
Proof of Claim / Proxy
In the matter of the proposal of
Whitemud Resources Inc.
of the City of Calgary, in the Province of Alberta

All notices or correspondence regarding this claim must be forwarded to the following address:

In the matter of the proposal of Whitemud Resources Inc. of the City of Calgary in the Province of Alberta and the claim of _____, creditor.

I, _____, of the city of _____, a creditor in the above matter, hereby appoint the trustee identified below or _____, of _____, to be my proxyholder in the above matter, except as to the receipt of dividends, _____ (with or without) power to appoint another proxyholder in his or her place.

I, _____ (name of creditor or representative of the creditor), of the city of _____ in the province of _____ do hereby certify:

1. That I am a creditor of the above named debtor (or I am _____ (position/title) of _____, creditor).
2. That I have knowledge of all the circumstances connected with the claim referred to below.
3. That the debtor was, at the date of proposal, namely the 15th day of December 2010, and still is, indebted to the creditor in the sum of \$ _____, as specified in the statement of account (or affidavit or solemn declaration) attached and marked Schedule "A", after deducting any counterclaims to which the debtor is entitled. (The attached statement of account or affidavit must specify the vouchers or other evidence in support of the claim.)

4. (Check and complete appropriate category.)

A. UNSECURED CLAIM OF \$ _____

(other than as a customer contemplated by Section 262 of the Act)

That in respect of this debt, I do not hold any assets of the debtor as security and
(Check appropriate description.)

Regarding the amount of \$ _____, I claim a right to a priority under section 136 of the Act.

Regarding the amount of \$ _____, I do not claim a right to a priority.

(Set out on an attached sheet details to support priority claim.)

B. CLAIM OF LESSOR FOR DISCLAIMER OF A LEASE \$ _____

That I hereby make a claim under subsection 65.2(4) of the Act, particulars of which are as follows:

(Give full particulars of the claim, including the calculations upon which the claim is based.)

C. SECURED CLAIM OF \$ _____

That in respect of this debt, I hold assets of the debtor valued at \$ _____ as security, particulars of which are as follows:
(Give full particulars of the security, including the date on which the security was given and the value at which you assess the security, and attach a copy of the security documents.)

D. CLAIM BY FARMER, FISHERMAN OR AQUACULTURIST OF \$ _____

That I hereby make a claim under subsection 81.2(1) of the Act for the unpaid amount of \$ _____

(Attach a copy of sales agreement and delivery receipts.)

E. CLAIM BY WAGE EARNER OF \$ _____

That I hereby make a claim under subsection 81.3(8) of the Act in the amount of \$ _____,

That I hereby make a claim under subsection 81.4(8) of the Act in the amount of \$ _____,

F. CLAIM BY EMPLOYEE FOR UNPAID AMOUNT REGARDING PENSION PLAN OF \$ _____

That I hereby make a claim under subsection 81.5 of the Act in the amount of \$ _____,

That I hereby make a claim under subsection 81.6 of the Act in the amount of \$ _____,

G. CLAIM AGAINST DIRECTOR \$ _____

(To be completed when a proposal provides for the compromise of claims against directors.)

That I hereby make a claim under subsection 50(13) of the Act, particulars of which are as follows:

(Give full particulars of the claim, including the calculations upon which the claim is based.)

H. CLAIM OF A CUSTOMER OF A BANKRUPT SECURITIES FIRM \$ _____

That I hereby make a claim as a customer for net equity as contemplated by section 262 of the Act, particulars of which are as follows:

(Give full particulars of the claim, including the calculations upon which the claim is based.)

5. That, to the best of my knowledge, I _____ (am/am not) (or the above-named creditor _____ (is/is not)) related to the debtor within the meaning of section 4 of the Act, and _____ (have/has/have not/has not) dealt with the debtor in a non-arm's-length manner.

6. That the following are the payments that I have received from, and the credits that I have allowed to, and the transfers at undervalue within the meaning of subsection 2(1) of the Act that I have been privy to or a party to with the debtor within the three months (or, if the creditor and the debtor are related within the meaning of section 4 of the Act or were not dealing with each other at arm's length, within the 12 months) immediately before the date of the initial bankruptcy event within the meaning of Section 2 of the Act: (Provide details of payments, credits and transfers at undervalue.)

7. *(Applicable only in the case of the bankruptcy of an individual.)*

- I request to be informed, pursuant to subparagraph 68(4)(a)(ii) of the Act, of the amount fixed under subparagraph 68(4)(a)(i), which is the amount of surplus income that the bankrupt is required to pay to the estate of the bankrupt.
- If the trustee determines that there is no surplus income, I request to be informed of that determination in accordance with paragraph 68(4)(b) of the Act.
- I request that a copy of the report filed by the trustee regarding the bankrupt's application for discharge pursuant to subsection 170(1) of the Act be sent to the above address.

Dated at _____, this _____ day of _____, _____.

Witness

Individual Creditor

Witness

Name of Corporate Creditor

Per _____
Name and Title of Signing Officer

Return To:

Phone Number: _____

Fax Number: _____

E-mail Address: _____

Deloitte & Touche Inc. - Trustee

700 Bankers Court, 850 - 2nd Street SW
Calgary AB T2P 0R8
Phone: (403) 267-1777 Fax: (403) 260-4077

NOTE: If an affidavit is attached, it must have been made before a person qualified to take affidavits.

WARNINGS: A trustee may, pursuant to subsection 128(3) of the Act, redeem a security on payment to the secured creditor of the debt or the value of the security as assessed, in a proof of security, by the secured creditor.
Subsection 201(1) of the Act provides severe penalties for making any false claim, proof, declaration or statement of account.

District of: Alberta
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FORM 37

Voting Letter
(Paragraph 51(1)(f) of the Act)

In the matter of the second amended proposal of
Whitemud Resources Inc.
of the City of Calgary, in the Province of Alberta

I, _____, creditor (or I, _____, representative of
_____, creditor), of _____, a creditor in the above matter for the
sum of \$ _____, hereby request the trustee acting with respect to the second amended proposal of
Whitemud Resources Inc., to record my vote _____ (for or against) the acceptance of the second
amended proposal as made on the 11th day of July, 2011.

Dated at _____, this _____ day of _____.

Witness

Individual Creditor

Witness

Name of Corporate Creditor

Per _____
Name and Title of Signing Officer

Deloitte & Touche Inc. - Trustee
Per:

Victor Kroeger
700 Bankers Court, 850 - 2nd Street SW
Calgary AB T2P 0R8
Phone: (403) 267-1777 Fax: (403) 260-4077