

COURT FILE NUMBER 25-2703459
COURT COURT OF QUEEN'S BENCH OF ALBERTA
IN BANKRUPTCY AND INSOLVENCY
JUDICIAL CENTRE CALGARY

IN THE MATTER OF THE *BANKRUPTCY
AND INSOLVENCY ACT*, R.S.C. 1985, C. B-3,
AS AMENDED

AND IN THE MATTER OF THE NOTICE OF
INTENTION TO MAKE A PROPOSAL OF SALT
BUSH ENERGY LTD.

DOCUMENT **APPLICATION**

ADDRESS FOR SERVICE AND CONTACT
INFORMATION OF PARTY
FILING THIS DOCUMENT
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NOTICE TO RESPONDENT(S)

This application is made against you. You are a respondent.

You have the right to state your side of this matter before the master/judge.

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

Date: February 12, 2021
Time: 2:00 p.m.
Where: Calgary Courts Center (Virtual Courtroom via Webex)
Before Whom: Justice D.B. Nixon

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

Remedy Claimed or Sought: Salt Bush Energy Ltd. (the "**Debtor**") applies for an order, substantially in the form attached as Schedule "**A**" hereto:

1. Declaring that the time for service of this application (the "**Application**"), the First Report of Deloitte Restructuring Inc., in its capacity as the proposal trustee of the Debtor (the "**First Report**"), and the Affidavit of David Messina, sworn on February 3, 2021 ("**Messina Affidavit**"),

is abridged, if necessary, the Application is properly returnable February 12, 2021, that service of the Application, the First Report, and the Messina Affidavit on the service list created and maintained in respect of the within proceedings (the “**Service List**”) is validated, good, and sufficient and that no persons other than those on the Service List are entitled to service of the materials filed in connection with the within Application.

2. Extending the time within which the Debtor may file a proposal, pursuant to section 50.4(9) the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3 (“**BIA**”), by 45 days, up to and including March 29, 2021.

3. Authorizing and empowering the Debtor and Deloitte Restructuring Inc., in its capacity as proposal trustee (the “**Proposal Trustee**”) in the within proceedings (the “**NOI Proceedings**”), to implement the Sale and Investment Solicitation Procedures attached as Exhibit “**C**” to the Messina Affidavit (the “**SISP**”) and to proceed, carry out, and implement any corresponding sales, marketing, or tendering processes, including any and all actions related thereto, substantially in accordance with the proposed SISP, along with entering into any resulting agreement(s) or transaction(s) (collectively, the “**SISP Agreements**”) which may arise in connection thereto, as the Debtor and the Proposal Trustee determine are necessary or advisable to close any and all transactions or complete any or all of the various steps, as contemplated by the SISP. However, the transfer and vesting of any and all of the Debtor’s property, assets, or undertakings subject to any SISP Agreements or the APA (as defined below), will be dealt with by further Order of the Court.

4. Granting the Debtor and the Proposal Trustee leave to apply to this Honourable Court to amend, vary, or seek advice, directions, or the approval of any transactions, in connection with the SISP.

5. Authorizing and empowering the Debtor to enter into, execute, and deliver the Asset Purchase Agreement, dated February 2, 2021 (the “**Stalking Horse APA**”), between the Debtor, as vendor, and Ironbark Energy Ltd. (the “**Stalking Horse Purchaser**”), as purchaser, as attached as Exhibit “**D**” to the Messina Affidavit, *nunc pro tunc*, as part of and in the manner contemplated by the SISP.

6. Approving the draft Debtor-in-Possession Financing Term Sheet (the “**Interim Financing Term Sheet**”) between the Debtor, as borrower, and Whitebark Energy Ltd. (in this capacity and if so approved, the “**Interim Lender**”), as lender, as attached as Exhibit “**E**” to the

Messina Affidavit, and authorizing and empowering the Debtor to obtain the Interim Financing Facility (as defined below) thereunder, in the maximum aggregate principal amount of \$150,000.

7. Granting the following charges against the Debtor's current and future assets, undertakings and properties of every kind and nature whatsoever, and wherever situate including all proceeds thereof (collectively, the "**Property**"), for the purpose of securing the payment and performance of:

- (a) the Debtor's obligations outstanding from time to time in connection with the Interim Financing Facility (the "**Interim Financing Charge**");
- (b) the Debtor's obligations in connection with the Break Fee and Expense Reimbursement (as defined below) (the "**Break Fee Charge**"); and,
- (c) the fees and expenses of the Debtor's counsel, the Proposal Trustee, and the Proposal Trustee's counsel, in connection with the within proceedings (the "**Administration Charge**", the Interim Financing Charge and the Administration Charge are collectively referred to as, the "**Charges**").

8. Declaring that the Charges rank in priority to all existing liens, security interests, encumbrances, or claims, with respect to, concerning, or as and against all of the Debtor's Property.

9. Authorizing the Debtor to pay the reasonable fees and disbursements of the Proposal Trustee, the Proposal Trustee's counsel, and the Debtor's counsel.

10. Ordering and declaring that service of any orders arising from the Application by email, facsimile, registered mail, courier, regular mail, or personal delivery, shall constitute good and sufficient service of such orders and that no persons other than those in attendance at the Application are entitled to be served with a copy of such orders.

11. Such further and other relief as counsel for the Applicant may advise and this Honourable Court may permit.

Grounds for Making this Application: The grounds for the Application are as follows:

12. On January 13, 2021, the Debtor filed a Notice of Intention to Make a Proposal (the “**NOI**”) under and pursuant to section 50.4 of the BIA. Deloitte Restructuring Inc. was appointed as the Proposal Trustee in the Debtor’s NOI.

13. As a result of the NOI the Debtor must file a proposal on or before February 12, 2021.

The SISP and the Stalking Horse APA

14. The Debtor, in consultation with the Proposal Trustee, has developed the SISP in order to canvas the market and potentially source a Superior Offer (as such term is defined in the SISP).

15. The SISP contemplates an open, fair, and public marketing and solicitation process with respect to the sourcing of a Superior Offer.

16. The Debtor believes that the SISP will derive the maximum value in connection with the sale of the Debtor’s property, in the current circumstances, to the benefit all of the Debtor’s stakeholders.

17. In order to provide stability and certainty that the Debtor will successfully restructure, the SISP contemplates that the Debtor will enter into the Stalking Horse APA. The Stalking Horse APA is binding on the Purchaser, conditional on the approval of this Honourable Court, and will automatically terminate should a Superior Offer close.

18. The Stalking Horse APA contains certain protections for the purchaser thereunder (the “**Stalking Horse Purchaser**”), including:

- (a) reimbursement of the reasonable expenses of the Stalking Horse Purchaser made in connection with the Stalking Horse APA and the SISP, to the maximum amount of \$25,000; and,
- (b) if a Superior Offer is selected, the payment to the Stalking Horse Purchaser of a break fee in the amount of \$50,000,

(collectively, the “**Break Fee and Expense Reimbursement**”).

19. The SISP requires that any bid approved thereunder shall provide for the indefeasible repayment, in full and in cash, of the Interim Financing Facility, from the cash consideration under such bid.

20. The approval and entering into of the Stalking Horse APA, in conjunction with the commencement of the SISP, provides the Debtor with stability and security during the SISP and, in the event no Superior Offer arises, ensures that there is a binding and definitive sale agreement, as a means by which the Debtor will continue as a going concern.

21. While the Stalking Horse APA contemplates an asset transaction, the SISP is designed to permit both sale offers and restructuring offers to be made by any person to the Debtor. The Stalking Horse APA creates certainty that a transaction will result from the SISP, but does not prevent a viable proposal from being completed under the BIA.

22. The Debtor will likely be able to make a viable proposal if a Superior Offer is advanced by way of a restructuring bid.

23. The terms of the SISP, which will govern the solicitation of potentially higher and better offers for than the Debtor's assets than provided for in the Stalking Horse APA, provide an appropriate test for whether the Stalking Horse Bid delivers the best possible result for all stakeholders.

Extension of the Filing Period

24. In order for the Debtor to continue with its financial restructuring and to properly carry out and conduct the SISP, the Debtor requires an extension of the time within which the Debtor may file a proposal (the "**Filing Period**"), pursuant to section 50.4(9) of the BIA, by 45 days up to and including March 29, 2021.

25. The extension of the Filing Period is appropriate as: (i) the Debtor has acted and continues to act in good faith and with due diligence; (ii) the business of the Debtor will likely be able to restructure and emerge as a viable business, if, among other relief sought as part of the Application, the extension of the Filing Period is granted; and, (iii) the extension of the Filing Period will not materially prejudice any of the Debtor's creditors.

Interim Financing Term Sheet and Interim Financing Facility

26. The Debtor's cash flow projection to the week ending April 08, 2021 (the "CFF"), as attached as Exhibit "B" to the Messina Affidavit, projects that the Debtor will require approximately \$80,000 in interim financing to meet its post-filing obligations up until April 08, 2021 (such period being, the "Projection Period"). The Debtor has drafted the SISP so as to conclude shortly after this date, and the Interim Financing Term Sheet contemplates additional availability up to the amount of \$150,000, should it be required.

27. Assuming that the Interim Financing Facility is approved, the Debtor projects having sufficient cash flow to meet its obligations during the entirety of the Projection Period.

28. The terms of the Interim Financing Term Sheet are fair and reasonable in the circumstances, are necessary, and are in the best interest of the Debtor and its stakeholders having regard to, among other things: (a) the length of the Filing Period; (b) the timelines provided for in the SISP; (c) how the Debtor's business and financial affairs are to be managed during these NOI Proceedings and the SISP process; (d) the likelihood that the Interim Financing Facility will enhance the prospects of a viable proposal to the Debtor's creditors; and, (e) the Debtor's cash flow projections as set out in the CFF.

29. Approval of the Interim Financing Term Sheet will enhance the prospects of a viable proposal being made to the Debtor's creditors, including by allowing for the effective execution of the SISP and the continued operation of the Debtor's business, and will assist the Debtor's efforts to maximize value throughout these NOI Proceedings.

Charges

30. In connection with the Interim Financing Term Sheet, the Debtor seeks the approval of the Interim Financing Charge, in the maximum amount of \$150,000. The Interim Lender is unwilling to provide the Interim Financing Facility without the approval of a lender's charge and the priority accorded to such charge. The benefits to all stakeholders, should the Interim Financing Charge be approved, outweigh the potential prejudice to some creditors. The approval of the Interim Financing Charge will increase the likelihood of a viable proposal in respect of the Debtor.

31. The Debtor also seeks approval of the Administration Charge in the amount of \$150,000 to secure the collective fees and disbursements incurred both before and after the

commencement of these NOI Proceedings by legal counsel to the Debtor, the Proposal Trustee, and legal counsel to the Proposal Trustee. The Debtor has sought and obtained guidance from the Proposal Trustee in proposing this amount.

32. The quantum of the proposed Administration Charge is fair and reasonable in light of the number of beneficiaries, the size and complexity of the business, and the complexity of the proposed restructuring.

33. In connection with the SISP and the Stalking Horse APA, the Debtor seeks approval of the Break Fee Charge, in the maximum amount of \$75,000, to secure the Borrower's obligations in connection with the Break Fee and Expense Reimbursement. The granting of such Break Fee Charge is required pursuant to the terms and conditions of the Stalking Horse APA, and is fair and reasonable in light of the expense and efforts undertaken by the Stalking Horse Purchaser in connection with the SISP and the Stalking Horse APA.

34. The Debtor proposes that the Charges shall have the following priority:

- (a) **First** - Administration Charge (to the maximum amount of \$150,000);
- (b) **Second** - Interim Financing Charge (to the maximum amount of \$150,000); and,
- (c) **Third** - Break Fee Charge (to the maximum amount of \$75,000).

The Relief Sought is Appropriate In the Circumstances

35. Since the filing of the NOI, the Debtor has acted, and is continuing to act, in good faith and with due diligence to restructure its affairs, maintain the stability of its business, and pursue restructuring efforts for the benefit of its stakeholders, as set out in the Messina Affidavit. The Relief Sought, if granted, will increase the likelihood of the Debtor filing a viable proposal.

36. Such further and other grounds as counsel for the Debtor may advise and this Honourable Court may permit.

Material or Evidence to be Relied On: The Debtor will rely on the following evidence:

37. The Affidavit of David Messina, sworn on February 3, 2021, to be filed;

38. The First Report of the Proposal Trustee, to be filed; and

39. Such further and other evidence as counsel for the Applicants may advise.

Applicable Rules:

40. Rules 6.3(1), 6.9, 6.28, 11.27 of the *Alberta Rules of Court*.

41. Such further and other rules as counsel for the Applicants may advise and this Honourable Court may permit.

Applicable Acts and Regulations:

42. The *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, sections 50.4(9), 50.6, 64.2, 65.13, and 66(1).

43. Such further and other acts and regulations as counsel for the Applicants may advise and this Honourable Court may permit.

Any Irregularity Complained of or Objection Relied On:

44. There are no irregularities complained of, or objections relied on.

How the Application is Proposed to be Heard or Considered:

45. The Applicants propose that the Application be heard by way of Webex videoconference with one, some, or all of the parties present.

WARNING

If you do not come to Court either in person or by your lawyer, the Court may give the applicant(s) what they want in your absence. You will be bound by any order that the Court makes. If you want to take part in this application, you or your lawyer must attend in Court on the date and at the time shown at the beginning of the form. If you intend to rely on an affidavit or other evidence when the application is heard or considered, you must reply by giving reasonable notice of the material to the applicants.

SCHEDULE "A"

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INFORMATION OF PARTY
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McCARTHY TÉTRAULT LLP
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DATE ON WHICH ORDER WAS PRONOUNCED: February 12, 2021

LOCATION OF HEARING OR TRIAL: Calgary, Alberta

NAME OF MASTER/JUDGE WHO MADE THIS ORDER: Justice D.B. Nixon

UPON THE APPLICATION of Salt Bush Energy Ltd. (the "**Debtor**"), **AND UPON** having read the Affidavit of David Messina, sworn on February 3, 2021 (the "**Messina Affidavit**"), filed; **AND UPON** having read the First Report of the Proposal Trustee (the "**First Report**"), •; **AND UPON** having read the Affidavit of Service of Katie Doran, sworn • (the "**Service Affidavit**"), filed; **AND UPON** hearing counsel to the Debtor, counsel to the Proposal Trustee, and counsel present for other parties;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

1. The time for service of the corresponding Application and the Messina Affidavit is abridged to the date parties were served, the Application is properly returnable today, service of the Application, the Messina Affidavit, and the First Report on the service list prepared by the Debtor and maintained in these proceedings (the “**Service List**”), in the manner described in the Affidavit of Service, is validated, good, and sufficient, and no other persons are entitled to service of the Messina Affidavit or the Application.

DEFINED TERMS

2. Any and all capitalized terms used herein and not otherwise defined shall have the meaning ascribed to such terms in the Sale and Investment Solicitation Procedures attached as Exhibit “**C**” to the Messina Affidavit (the “**SISP**”).

FILING EXTENSION

3. The period of time within which the Debtor is required to file a proposal to its creditors, under section 50.4 of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3 (the “**BIA**”), shall be and is hereby extended up to and including March 29, 2021.

SISP AND STALKING HORSE APA APPROVAL

4. The Debtor and the Proposal Trustee are hereby authorized and empowered, *nunc pro tunc*, to implement the SISP and to proceed, carry out, and implement any corresponding sales, marketing, or tendering processes, including any and all actions related thereto, substantially in accordance with the proposed SISP, and, furthermore, the Debtor is hereby authorized to enter into any resulting agreement(s) or transaction(s) (collectively, the “**SISP Agreements**”) which may arise in connection thereto, as the Debtor and the Proposal Trustee determine are necessary or advisable in connection with or in order to complete any or all of the various steps, as contemplated by the SISP.

5. The Debtor is hereby authorized and empowered to enter into, execute, and deliver the Asset Purchase Agreement, dated February 2, 2021 (the “**Stalking Horse APA**”), between the Debtor, as vendor, and Ironbark Energy Ltd. (the “**Stalking Horse Purchaser**”), as purchaser, as attached as Exhibit “**D**” to the Messina Affidavit, *nunc pro tunc*, as part of and in the manner contemplated by the SISP.

6. Nothing herein shall act as authorization or approval of the transfer or vesting of any or all of the Debtor's property, assets, or undertakings under any SISP Agreements, the Stalking Horse APA, or otherwise. Such transfer and vesting shall be dealt with and subject to further Order of this Honourable Court.

INTERIM FINANCING

7. The Debtor is hereby authorized and empowered to obtain and borrow under a credit facility from Whitebark Energy Ltd. (in this capacity, the "**Interim Lender**") in order to finance the continuation of the Debtor's business and the preservation of the Debtor's property, provided that borrowings under such credit facility shall not exceed \$150,000 unless permitted by further Order of this Court.

8. Such credit facility shall be on the terms and subject to the conditions set forth in the draft term sheet between the Debtor and the Interim Lender (the "**Term Sheet**"), as attached as Exhibit "**E**" to the Messina Affidavit.

9. The Debtor is hereby authorized and empowered to execute and deliver such credit agreements, mortgages, charges, hypothecs and security documents, guarantees and other definitive documents (collectively, the "**Definitive Documents**"), as are contemplated by the Commitment Letter or as may be reasonably required by the Interim Lender pursuant to the terms thereof, and the Debtor is hereby authorized and directed to pay and perform all of its indebtedness, interest, fees, liabilities and obligations to the Interim Lender under and pursuant to the Term Sheet and the Definitive Documents as and when the same may become due and are to be performed, notwithstanding any other provision of this Order.

10. The Interim Lender shall be entitled to the benefit of and is hereby granted a charge (the "**Interim Lender's Charge**") on the Debtor's current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof (the "**Property**"). The Interim Lender's Charge shall not secure an obligation that exists before this Order is made. The Interim Lender's Charge shall have the priority set out in paragraphs 17 and 19 hereof.

11. Notwithstanding any other provision of this Order or the BIA:

- (a) the Interim Lender may take such steps from time to time as it may deem necessary or appropriate to file, register, record or perfect the Interim Lender's Charge or any Definitive Documents;
- (b) upon the occurrence of an event of default under any of the Definitive Documents, the Interim Lender may: (i) immediately terminate the Term Sheet and cancel all commitments thereunder, and shall have no obligation to make any further Advances; (ii) declare that all or part of the advances under and pursuant to the Term Sheet, together with accrued interest, and any or all other amounts accrued or outstanding under the Term Sheet be immediately due and payable, whereupon they shall become immediately due and payable; and (iii) upon seeking an order of the Court on five (5) days prior notice, the Interim Lender may enforce, without further notice, demand or delay, all of its rights and remedies against the Debtor and its Property including, without limitation, by way of appointment of a receiver or receiver and manager; and,
- (c) the foregoing rights and remedies of the Interim lender shall be enforceable against any trustee in bankruptcy, interim receiver, receiver or receiver and manager of the Debtor or the Property.

12. The Interim Lender, in such capacity, shall be treated as unaffected in any proposal filed by the Debtor under the BIA, with respect to any advances made under the Definitive Documents.

ADMINISTRATION CHARGE

13. The Proposal Trustee, counsel to the Proposal Trustee, if any, and counsel to the Debtor shall be paid their reasonable fees and disbursements (including any pre-filing fees and disbursements related to these proceedings), in each case at their standard rates and charges (or pursuant to any alternative or fixed fee agreement between the Debtor and such persons), by the Debtor as part of the cost of these proceedings. The Debtor is hereby authorized and directed to pay the accounts of the Proposal Trustee, counsel to the Proposal Trustee and counsel to the Debtor on a periodic basis and, in addition, the Debtor is hereby authorized *nunc pro tunc* to pay to the Proposal Trustee, counsel to the Proposal Trustee, and counsel to the

Debtor retainers to be held by them as security for payment of their respective fees and disbursements outstanding from time to time.

14. The Proposal Trustee and its legal counsel shall pass their accounts from time to time.

15. The Proposal Trustee, counsel to the Proposal Trustee, if any, and the Debtor's counsel, as security for the professional fees and disbursements incurred both before and after the granting of this Order, shall be entitled to the benefits of and are hereby granted a charge (the "**Administration Charge**") on the Property, which charge shall not exceed an aggregate amount of \$150,000, as security for their professional fees and disbursements incurred at the normal rates and charges of the Proposal Trustee and such counsel (or pursuant to any alternative or fixed fee agreement between the Debtor and such persons), both before and after the making of this Order in respect of these proceedings. The Administration Charge shall have the priority set out in paragraphs 17 and 19 hereof.

BREAK FEE CHARGE

16. The Stalking Horse Purchaser, as security for any and all amounts owing under the Break Fee and the Expense Reimbursement (each as defined in the Stalking Horse APA) incurred both before and after the granting of this Order, shall be entitled to the benefits of and is hereby granted a charge (the "**Break Fee Charge**") on the Property, which charge shall not exceed an aggregate amount of \$75,000 as security for the Break Fee and the Expense Reimbursement (each as defined in the Stalking Horse APA). The Break Fee Charge shall have the priority set out in paragraphs 17 and 19 hereof.

VALIDITY AND PRIORITY OF CHARGES CREATED BY THIS ORDER

17. The priorities of the Administration Charge and the Interim Lender's Charge, as among them, shall be as follows:

First – Administration Charge (to the maximum amount of \$150,000);

Second – Interim Lender's Charge (up to the maximum amount of \$150,000); and,

Third - Break Fee Charge (up to the maximum amount of \$75,000).

18. The filing, registration or perfection of the Administration Charge, the Interim Lender's Charge, or the Break Fee Charge (collectively, the "**Charges**") shall not be required, and the

Charges shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered, recorded or perfected subsequent to the Charges coming into existence, notwithstanding any such failure to file, register, record or perfect.

19. Each of the Administration Charge, the Interim Lender's Charge, and the Break Fee Charge (each as constituted and defined herein) shall constitute a charge on the Property and such Charges shall rank in priority to all other security interests, trusts, liens, charges and encumbrances, and claims of secured creditors, statutory or otherwise (collectively, "**Encumbrances**") in favour of any individual, firm, corporation, governmental body or agency, or any other entities (all of the foregoing, collectively being "**Persons**" and each being a "**Person**").

20. Except as otherwise expressly provided for herein, or as may be approved by this Court, the Debtor shall not grant any Encumbrances over any Property that rank in priority to, or *pari passu* with, the Administration Charge, the Interim Lender's Charge, or the Break Fee Charge unless the Debtor also obtains the prior written consent of the Proposal Trustee, the Interim Lender, and the beneficiaries of the Administration Charge and the Break Fee Charge, or further order of this Court.

21. The Administration Charge, the Term Sheet, the Definitive Documents, the Interim Lender's Charge, and the Break Fee Charge shall not be rendered invalid or unenforceable and the rights and remedies of the chargees entitled to the benefit of the Charges (collectively, the "**Chargees**") and/or the Interim Lender thereunder shall not otherwise be limited or impaired in any way by:

- (a) the pendency of these proceedings and the declarations of insolvency made in this Order;
- (b) any application(s) for bankruptcy order(s) issued pursuant to the BIA, or any bankruptcy order made pursuant to such applications;
- (c) the filing of any assignments for the general benefit of creditors made pursuant to the BIA;
- (d) the provisions of any federal or provincial statutes; or

- (e) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any existing loan documents, lease, sublease, offer to lease or other agreement (collectively, an “**Agreement**”) that binds the Debtor, and notwithstanding any provision to the contrary in any Agreement:
 - (i) neither the creation of the Charges nor the execution, delivery, perfection, registration or performance of any documents in respect thereof, including the Term Sheet or the Definitive Documents, shall create or be deemed to constitute a new breach by the Applicant of any Agreement to which it is a party;
 - (ii) none of the Chargees shall have any liability to any Person whatsoever as a result of any breach of any Agreement caused by or resulting from the creation of the Charges, the Debtor entering into the Term Sheet, or the execution, delivery or performance of the Definitive Documents; and
 - (iii) the payments made by the Applicant pursuant to this Order, including the Term sheet or the Definitive Documents, and the granting of the Charges, do not and will not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct or other challengeable or voidable transactions under any applicable law.

MISCELLANEOUS MATTERS

22. The Debtor and the Proposal Trustee may from time to time apply to this Court to amend, vary, or seek advice, directions, or the approval of any transactions, in connection with the SISP or the discharge of their powers and duties thereunder.

23. Service of this Order by email, facsimile, registered mail, courier or personal delivery to the persons listed on the Service List shall constitute good and sufficient service of this Order, and no persons other than those listed on the Service List are entitled to be served with a copy of this Order.

J.C.Q.B.A.