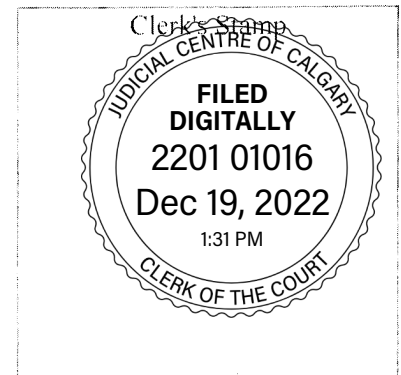


CERTIFIED

by the Court Clerk as a true copy of the  
document digitally filed on Dec 19, 2022

*E. Wheaton*

COURT FILE NO. 2201-01016  
COURT COURT OF KING'S BENCH OF  
ALBERTA  
JUDICIAL CENTRE CALGARY



APPLICANT ROBUS SERVICES LLC  
RESPONDENT ROBUS RESOURCES INC.  
DOCUMENT **CONSENT ORDER (Post-Receivership Costs)**  
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT **BENNETT JONES LLP**  
Barristers and Solicitors  
4500, 855 – 2nd Street S.W.  
Calgary, Alberta T2P 4K7  
Attention: Chris Simard / Chelsea Tolppanen  
Telephone No.: 403-298-4485/3083  
Fax No.: 403-265-7219  
Client File No.: 68320.6

**DATE ON WHICH ORDER WAS PRONOUNCED:** December 14, 2022  
**LOCATION OF HEARING OR TRIAL:** Calgary, Alberta  
**NAME OF APPLICATIONS JUDGE/JUDGE WHO MADE THIS ORDER:** Associate Chief Justice K.G. Nielsen

UPON THE APPLICATION OF THE APPLICANT Enerplus Corporation ("**Enerplus**"), AND  
UPON reading the Affidavit of Derek Lynn sworn on December 7, 2022 (the "**Lynn Affidavit**");  
AND UPON hearing counsel for Enerplus, counsel for Alvarez & Marsal Canada ULC, the Court-  
appointed Receiver (the "**Receiver**") of Robus Resources Inc. ("**Robus**") and counsel for the

Plaintiff Robus Services LLC ("**Robus Services**"); AND UPON noting the consent hereto of counsel for the Receiver and counsel for Robus Services;

IT IS ORDERED AND DECLARED THAT:

**Service**

1. The time for service of the notice of application for this Order is hereby abridged and deemed good and sufficient.

**Post-Filing Costs**

2. Enerplus shall be entitled to the benefits of and is hereby granted a charge (the "**Post-Filing Costs Charge**") on the Property (as defined in the Receivership Order granted herein on April 12, 2022 (the "**Receivership Order**")) to secure all the amounts owing to Enerplus with respect to all goods and services provided by Enerplus under the November 17, 2017 Joint Operating Agreement attached as Exhibit "1" to the Lynn Affidavit (the "**Operating Agreement**"), from the date of the Receivership Order to the date on which the Receiver ceases to have possession of the Property (the "**Post-Filing Costs**"). Save and except for the valid exercise of the right of set-off, Enerplus shall not exercise any remedy to recover the Post-Filing Costs and shall not enforce upon the Post-Filing Costs Charge without further Order of this Honourable Court, until the earlier of: (i) the discharge of the Receiver; or (ii) the closing of a transaction respecting all or substantially all of the business or assets of Robus (including the transaction contemplated in the Stalking Horse Transaction, as defined in the Receiver's application filed on December 9, 2022 and returnable on December 14, 2022).
3. Enerplus 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 may be negotiated by Enerplus and the Receiver or Robus, or as may be reasonably required by Enerplus.
4. The Post-Filing Costs Charge shall form a third charge on the Property, in priority to all security interests, trusts, deemed trusts, liens, charges and encumbrances, statutory or

otherwise, but ranking subordinate to the Receiver's Charge and the Receiver's Borrowings Charge (both as defined in the Receivership Order).

5. In any transaction to be approved by this Court regarding the Property or the business of Robus, pursuant to the Sale Process (as defined in the Receiver's application returnable on December 14, 2022) or otherwise (collectively, a "**Transaction**"), the Post-Filing Costs Charge shall not be vested off the Property, and shall remain as a retained liability of Robus or any successor of Robus, unless Enerplus has been paid in full the amounts secured by the Post-Filing Costs Charge or consents to different treatment of the Post-Filing Costs Charge. For greater certainty, the Post-Filing Costs are a liability of Robus and not the Receiver in its personal or corporate capacity.
6. Enerplus may take such steps from time to time as it may deem necessary or appropriate to file, register, record or perfect the Post-Filing Costs Charge or any of the Definitive Documents.
7. The filing, registration or perfection of the Post-Filing Costs Charge shall not be required, and the Post-Filing Costs Charge shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered, recorded or perfected subsequent to the Post-Filing Costs Charge coming into existence, notwithstanding any such failure to file, register, record or perfect.
8. Robus or any successor of Robus shall not grant any encumbrances over the Property that rank in priority to, or *pari passu* with, the Post-Filing Costs Charge, unless Robus or its successor obtains the prior written consent of Enerplus.
9. The Post-Filing Costs Charge shall not be rendered invalid or unenforceable and the rights and remedies of Enerplus 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 *Bankruptcy and Insolvency Act* ("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 Robus, and notwithstanding any provision to the contrary in any Agreement:
  - (i) neither the creation of the Post-Filing Costs Charge nor the execution, delivery, perfection, registration or performance of any documents in respect thereof (including the Definitive Documents) shall create or be deemed to constitute a new breach by Robus of any Agreement to which it is a party;
  - (ii) Enerplus shall not 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 Post-Filing Costs Charge or the execution, delivery or performance of the Definitive Documents; and
  - (iii) any payments made by Robus on account of the amounts secured by the Post-Filing Costs Charge (including the Definitive Documents) and the granting of the Post-Filing Costs Charge, do not and will not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct or other challengeable or voidable transactions under any applicable law.

10. All of Robus' defences and audit rights with respect to the Post-Filing Costs, as provided for in the Operating Agreement or at law, are expressly preserved.
11. There shall be no costs of this application.

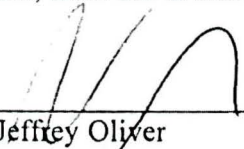
  
\_\_\_\_\_  
J.C.K.B.A. or Clerk of the Court

CONSENTED TO BY:

CASSELS, BROCK & BLACKWELL LLP

BURNET, DUCKWORTH & PALMER LLP

Per: \_\_\_\_\_

  
Jeffrey Oliver  
Solicitors for Alvarez & Marsal  
Canada Inc., the Court-appointed  
Receiver of Robus Resources Inc. in  
its corporate capacity, and not in its  
personal capacity

Per: \_\_\_\_\_

David LeGeyt  
Solicitors for Robus Services LLC

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11. There shall be no costs of this application.




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