

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE**

In re Tuscany International Holdings (U.S.A.) Ltd., *et al.*
Debtor

Case No. 14-10193 (KG)

INITIAL MONTHLY OPERATING REPORT

File report and attachments with Court and submit copy to United States Trustee within 15 days after order for relief.

Certificates of insurance must name United States Trustee as a party to be notified in the event of policy cancellation. Bank accounts and checks must bear the name of the debtor, the case number, and the designation "Debtor in Possession." Examples of acceptable evidence of Debtor in Possession Bank accounts include voided checks, copy of bank deposit agreement/certificate of authority, signature card, and/or corporate checking resolution.

REQUIRED DOCUMENTS	Document Attached	Explanation Attached
12-Month Cash Flow Projection (Form IR-1)	DIP Budget Attached	
Certificates of Insurance:	Yes	
Workers Compensation		
Property	X	
General Liability	X	
Vehicle		
Other: _____	X	
Identify areas of self-insurance w/liability caps		
Evidence of Debtor in Possession Bank Accounts	Cash Management Order Attached	
Tax Escrow Account		
General Operating Account		
Money Market Account pursuant to Local Rule 4001-3. Refer to http://www.deb.uscourts.gov/		
Other: _____		
Retainers Paid (Form IR-2)	Yes	

I declare under penalty of perjury (28 U.S.C. Section 1746) that this report and the documents attached are true and correct to the best of my knowledge and belief.

Signature of Debtor

Date

Signature of Joint Debtor

Date



Signature of Authorized Individual*

17-Feb-14
Date

Deryck Helkaa
Printed Name of Authorized Individual

Chief Restructuring Officer
Title of Authorized Individual

*Authorized individual must be an officer, director or shareholder if debtor is a corporation; a partner if debtor is a partnership; a manager or member if debtor is a limited liability company.

FORM IR
(4/07)

DIP BUDGET
(AS FILED)

DIP BUDGET
(REVISED AS OF FEBRUARY 7, 2014)

Tucency Cash Flow Consolidated 15 Week Cash Flow

Week Ending	February			March			April			May					
	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast			
	Week 1 14-Feb-14	Week 2 21-Feb-14	Week 3 28-Feb-14	Week 4 7-Mar-14	Week 5 14-Mar-14	Week 6 21-Mar-14	Week 7 28-Mar-14	Week 8 4-Apr-14	Week 9 11-Apr-14	Week 10 18-Apr-14	Week 11 25-Apr-14	Week 12 2-May-14	Week 13 9-May-14	Week 14 16-May-14	Week 15 23-May-14
Beginning Cash	3,851,521	2,562,170	2,562,170	2,562,170	2,810,935	2,810,935	2,810,935	2,810,935	2,538,775	2,538,775	2,538,775	2,538,775	2,538,775	2,538,775	3,727,937
Receipts from Customers															
Receipts															
Disbursement															
Payroll	153,065	1,625,740	3,003,374	3,003,374	153,065	1,384,804	2,770,891	2,770,891	2,770,891	2,770,891	2,770,891	2,770,891	2,770,891	2,770,891	1,991,159
Fuel and Lubricants	250,790	250,790	250,790	250,790	234,507	234,507	234,507	234,507	341,181	341,181	341,181	341,181	341,181	341,181	416,239
Catering	101,013	101,013	101,013	101,013	112,920	112,920	112,920	112,920	126,238	126,238	126,238	126,238	126,238	126,238	145,942
Other OPEX	1,555,929	1,555,929	1,055,929	1,055,929	933,433	933,433	933,433	933,433	874,438	874,438	874,438	874,438	874,438	874,438	1,006,102
Mob Expense	1,452,261	1,452,261	1,452,261	1,452,261	732,545	732,545	732,545	732,545	116,851	116,851	116,851	116,851	116,851	116,851	386,064
Taxes	384,290	384,290	384,290	384,290	686,183	686,183	686,183	686,183	419,238	419,238	419,238	419,238	419,238	419,238	727,364
G&A	139,429	139,429	139,429	139,429	139,429	139,429	139,429	139,429	101,181	101,181	101,181	101,181	101,181	101,181	126,476
Restructuring Costs	371,205	371,205	371,205	371,205	8,750	8,750	8,750	8,750	7,000	7,000	7,000	7,000	7,000	7,000	8,750
Professional Fees	678,618	1,444,171	623,750	623,750	601,250	601,250	601,250	601,250	429,000	429,000	429,000	429,000	429,000	429,000	485,000
CAPEX	-	-	-	-	550,000	1,227,422	1,227,422	1,227,422	-	-	-	-	-	-	131,000
Interest and Fees on new funding	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
FX Loss (Gain)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
US Trustee Fee	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Disbursements	6,033,535	5,031,731	8,252,993	7,882,041	3,449,016	4,152,081	6,442,354	8,297,219	2,415,127	2,415,127	2,415,127	2,415,127	2,415,127	2,415,127	3,000,000
Change in cash	(3,471,364)	(2,469,561)	(5,670,783)	(4,419,870)	(638,081)	(1,341,146)	(3,635,419)	(5,486,394)	123,648	123,648	123,648	123,648	123,648	123,648	602,778
Ending Cash	380,157	(2,089,404)	(7,760,187)	(12,580,057)	(13,218,138)	(14,559,285)	(18,197,703)	(21,679,098)	(23,555,450)	(23,431,801)	(26,020,636)	(26,385,443)	(30,493,469)	(32,129,626)	30,000
Anticipated DIP funding Advance	15,000,000														
Cumulative Draw	14,700,000	14,700,000	14,700,000	14,700,000	34,300,000	34,300,000	34,300,000	34,300,000	34,300,000	34,300,000	34,300,000	34,300,000	34,300,000	34,300,000	35,000,000
Ending Cash after DIP funding Advance	15,080,157	12,610,596	6,939,813	2,119,943	21,081,867	19,740,715	16,107,297	10,620,902	10,442,550	10,868,199	8,279,364	7,934,537	4,114,308	3,806,531	2,170,374

15 Week Cash Flow

Week Ending	February			March			April			May					
	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast			
	Week 5 7-Feb-14	Week 6 14-Feb-14	Week 7 21-Feb-14	Week 8 28-Feb-14	Week 9 7-Mar-14	Week 10 14-Mar-14	Week 11 21-Mar-14	Week 12 28-Mar-14	Week 13 4-Apr-14	Week 14 11-Apr-14	Week 15 18-Apr-14	Week 16 25-Apr-14	Week 17 2-May-14	Week 18 9-May-14	Week 19 16-May-14
Beginning Cash	325,000	325,000	325,000	325,000	325,000	325,000	325,000	325,000	325,000	325,000	325,000	325,000	325,000	325,000	325,000
Receipts															
Disbursement															
Young Conway Stargatt & Taylor LLP	17,500	17,500	17,500	17,500	16,250	16,250	16,250	16,250	16,000	16,000	16,000	16,000	16,000	16,000	16,000
Prime Clerk	50,000	50,000	50,000	50,000	37,500	37,500	37,500	37,500	30,000	30,000	30,000	30,000	30,000	30,000	37,500
McCarthy	187,500	187,500	187,500	187,500	187,500	187,500	187,500	187,500	100,000	100,000	100,000	100,000	100,000	100,000	125,000
Latham	125,000	125,000	125,000	125,000	125,000	125,000	125,000	125,000	100,000	100,000	100,000	100,000	100,000	100,000	125,000
Mayer Brown/Stikeman	54,868	54,868	54,868	54,868	50,000	50,000	50,000	50,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000
Other Creditor side fees	12,500	12,500	12,500	12,500	10,000	10,000	10,000	10,000	8,000	8,000	8,000	8,000	8,000	8,000	10,000
Sales Agent	137,500	137,500	137,500	137,500	137,500	137,500	137,500	137,500	110,000	110,000	110,000	110,000	110,000	110,000	137,500
FTI	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	40,000	40,000	40,000	40,000	40,000	40,000	75,000
RPA	12,500	12,500	12,500	12,500	12,500	12,500	12,500	12,500	10,000	10,000	10,000	10,000	10,000	10,000	12,500
Deloitte	678,618	623,750	623,750	623,750	601,250	601,250	601,250	601,250	429,000	429,000	429,000	429,000	429,000	429,000	485,000
Total Professional Fee	1,225,000	1,225,000	1,225,000	1,225,000	1,225,000	1,225,000	1,225,000	1,225,000	800,000	800,000	800,000	800,000	800,000	800,000	1,225,000
Other Disbursements															
Change in cash	225,000	225,000	225,000	225,000	225,000	225,000	225,000	225,000	225,000	225,000	225,000	225,000	225,000	225,000	225,000
Ending Cash	325,000	550,000	780,000	1,005,000	1,230,000	1,455,000	1,680,000	1,905,000	2,130,000	2,355,000	2,580,000	2,805,000	3,030,000	3,255,000	3,480,000

CERTIFICATES OF INSURANCE

Ref. No. 320006921360 AMENDED

CERTIFICATE OF INSURANCE

Aon Reed Stenhouse Inc.
 1100 - 1st Street SE
 4th Floor
 Calgary AB T2G 1B1
 tel 403-267-7010 fax 403-261-0897

Amending Certificate No. : 320006921336

Re: Evidence of Insurance

Office of the United States Trustee
844 King Street, Suite 2207
Lockbox 35
Wilmington, DE 19801-0035
USA

Insurance as described herein has been arranged on behalf of the Insured named herein under the following policy(ies) and as more fully described by the terms, conditions, exclusions and provisions contained in the said policy(ies) and any endorsements attached thereto.

Insured

Tuscany International Drilling Inc.;Tuscany South America Ltd.;Tuscany Peru S.A.C.;Tuscany Rig Leasing S.A.;Tuscany Perfurações Brasil Ltda.;Tuscany Perfurações Nordeste Ltda.;Tuscany International Holdings (U.S.A.) Ltd.
 1950, 140 - 4th Avenue S.W.
 Calgary, AB T2P 3N3

Coverage

Commercial General Liability	Insurer	Chubb Insurance Company of Canada	
Policy #	35918417		
Effective	01-Jul-2013	Expiry	01-Jul-2014
Limits of Liability	Products and Completed Operations, Aggregate USD2,000,000 Personal Injury & Advertising Liability USD2,000,000 Employers Liability USD2,000,000 Non-Owned Automobile Liability USD2,000,000 Each Occurrence USD2,000,000 Pollution Liability -Aggregate/ Each Occurrence USD2,000,000 Discovery & Reporting Period - 120 hours Policy may be subject to a general aggregate and other aggregates where applicable		
Umbrella Liability	Insurer	Certain Underwriters At Lloyd's	
Policy #	LX0392-7		
Effective	01-Jul-2013	Expiry	01-Jul-2014
Limits of Liability	Limit Each Occurrence USD28,000,000 Products and Completed Operations - each Occurrence and in the annual Aggregate USD28,000,000 Subject to aggregate where applicable		

THE POLICY CONTAINS A CLAUSE THAT MAY LIMIT THE AMOUNT PAYABLE
 OR, IN THE CASE OF AUTOMOBILE INSURANCE,
THE POLICY CONTAINS A PARTIAL PAYMENT OF LOSS CLAUSE



Ref. No. 320006921360 AMENDED

CERTIFICATE OF INSURANCE

Property	Insurer	Berkley Insurance Company; Navigators Insurance Company	
Policy #	EE1300152		
Effective	01-Jul-2013	Expiry	01-Jul-2014
Perils Insured	All Risks of Direct Physical Loss or Damage (except as excluded) Drilling Rigs & Equipment Any One Occurrence USD29,000,000 Extra Expense USD5,000,000 Slung Loads USD1,500,000		

Terms and / or Additional Coverage

The above Commercial General Liability policy is Broad Form Property Damage.

It is agreed that the Office of the United States Trustee is added as Additional Insured(s) under the Commercial General Liability and Umbrella Liability, but only with respect to liability arising out of the Named Insureds operations where required by written contract or written agreement. The policy limits are not increased by the Additional Insured(s) and remain as stated in this certificate.

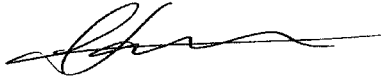
It is agreed that Loss, if any, under the Property policy is payable to Office of the United States Trustee, as their interest may appear.

Cancellation / Termination

The Insurer will endeavour to provide THIRTY (30) days written notice of cancellation/termination to the addressee except that statutory or policy conditions (whichever prevails) will apply for non-payment of premium.

THIS CERTIFICATE CONSTITUTES A STATEMENT OF THE FACTS AS OF THE DATE OF ISSUANCE AND ARE SO REPRESENTED AND WARRANTED ONLY TO THE INSURED. OTHER PERSONS RELYING ON THIS CERTIFICATE DO SO AT THEIR OWN RISK.

Aon Reed Stenhouse Inc.



Dated : 13-February-2014
 Issued By : Lam, Steven
 Tel : 14032677734

**THE POLICY CONTAINS A CLAUSE THAT MAY LIMIT THE AMOUNT PAYABLE
 OR, IN THE CASE OF AUTOMOBILE INSURANCE,
 THE POLICY CONTAINS A PARTIAL PAYMENT OF LOSS CLAUSE**



CASH MANAGEMENT ORDER

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

----- X
 In re: : Chapter 11
 :
 TUSCANY INTERNATIONAL DRILLING : Case No. 14-10193 (KG)
 INC., et al., :
 : Jointly Administered
 Debtors.¹ :
 ----- X Re: Docket No. 10

**INTERIM ORDER PURSUANT TO 11 U.S.C. §§ 105(a),
 345, 363, AND 364, FED. R. BANKR. P. 6003, AND DEL. BANKR. L.R. 2015-2
 (I) AUTHORIZING CONTINUED USE OF EXISTING CASH MANAGEMENT
 SYSTEM, INCLUDING MAINTENANCE OF EXISTING BANK ACCOUNTS,
 CHECKS, AND BUSINESS FORMS, (II) AUTHORIZING CONTINUATION OF
 EXISTING DEPOSIT PRACTICES, (III) AUTHORIZING CONTINUATION OF
 INTERCOMPANY TRANSACTIONS, AND (IV) GRANTING SUPERPRIORITY
 STATUS TO POSTPETITION INTERCOMPANY CLAIMS**

Upon the motion (the "Motion")² of the Debtors for interim and final orders, pursuant to Bankruptcy Code Sections 105(a), 345, 363, and 364, Bankruptcy Rule 6003, and Local Rule 2015-2, (i) authorizing, but not directing, the Debtors to continue to maintain and use their existing cash management system, including maintenance of existing bank accounts, checks, and business forms; (ii) granting the Debtors a waiver of certain bank account and related requirements of the U.S. Trustee to the extent that such requirements are inconsistent with the Debtors' practices under their existing cash management system or other actions described in the Motion or this Interim Order; (iii) authorizing, but not directing, the Debtors to continue to maintain and use their existing deposit practices notwithstanding the provisions of Bankruptcy Code Section 345(b); (iv) authorizing, but not directing, the Debtors to continue

¹ The Debtors in these cases are Tuscany International Drilling Inc. and Tuscany International Holdings (U.S.A.) Ltd. The last four digits of Tuscany International Holdings (U.S.A.) Ltd.'s U.S. federal tax identification number are 8192. The last four digits of Tuscany International Drilling Inc.'s Canadian tax identification number are 4278. The address for the Debtors is 1950, 140 – 4 Avenue S.W. Calgary, Alberta, Canada T2P 3N3.

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Motion.

certain ordinary course intercompany transactions; and (v) according superpriority status to postpetition intercompany claims arising from certain of such transactions; and the Court having reviewed the Motion and the Helkaa Declaration; and the Court having determined that the relief requested in the Motion is in the best interests of the Debtors, their estates, their creditors, and other parties in interest; and the Court having jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C. §§ 157 and 1334 and the Amended Standing Order of Reference from the United States District Court for the District of Delaware dated as of February 29, 2012; and it appearing that proper and adequate notice of the Motion has been given and that no other or further notice is necessary; and upon the record herein; and after due deliberation thereon; and good and sufficient cause appearing therefor, it is hereby

ORDERED, ADJUDGED, AND DECREED THAT:

1. The Motion is GRANTED on an interim basis, as set forth herein.
2. The Debtors shall serve a copy of the Motion and this Interim Order on the Initial Notice Parties within forty-eight (48) hours after entry of this Interim Order.
3. The Debtors are authorized to continue to use their existing Cash Management System and shall maintain through the use thereof detailed records reflecting all transfers of funds under the terms and conditions provided for by the existing agreements with the institutions participating in the Cash Management System, except as modified by this Interim Order. In connection with the ongoing utilization of the Cash Management System, the Debtors shall continue to maintain records with respect to all transfers of cash so that all transactions may be readily ascertained, traced, and recorded properly.
4. The Debtors are authorized to (i) continue to use any and all of the Debtor Bank Accounts in existence as of the Petition Date, including, but not limited to, the Debtor

Bank Accounts identified on Attachment 2 to the Motion, in the same manner and with the same account numbers, styles, and document forms as are currently employed; (ii) deposit funds in and withdraw funds from the Debtor Bank Accounts in the ordinary course by all usual means, including checks, wire transfers, ACH transfers, drafts, and electronic fund transfers or other items presented, issued, or drawn on the Debtor Bank Accounts; (iii) pay ordinary course bank fees in connection with the Debtor Bank Accounts, including any fees arising prior to the Petition Date; (iv) perform their obligations under the documents and agreements governing the Debtor Bank Accounts; and (v) for all purposes, treat the Debtor Bank Accounts as accounts of the Debtors in their capacities as debtors in possession.

5. In each instance where the Debtors hold Debtor Bank Accounts at banks that are party to a Uniform Depository Agreement with the U.S. Trustee, within fifteen (15) days of entry of this Interim Order the Debtors shall (a) contact each bank, (b) provide the bank with each of the Debtors' employer identification numbers and (c) identify each of their bank accounts held at such banks as being held by a debtor in possession in a bankruptcy case. In each instance where the Debtors hold Debtor Bank Accounts at banks that are not party to a Uniform Depository Agreement with the U.S. Trustee, the Debtors shall use their good faith efforts to cause the banks to execute a Uniform Depository Agreement in a form prescribed by the U.S. Trustee within forty-five (45) days of the date of this Interim Order. The U.S. Trustee's rights to seek further relief from this Court on notice in the event that the aforementioned banks are unwilling to execute a Uniform Depository Agreement in a form prescribed by the U.S. Trustee are fully reserved. Notwithstanding the foregoing, nothing in this paragraph 5 shall apply to the Ecuador Accounts or the banks at which such Ecuador Accounts are held.

6. Notwithstanding any other provision of this Interim Order, the Debtors are authorized to maintain the Ecuador Accounts in the ordinary course of business and, with respect to the Ecuador Accounts only, shall not be required to comply with the applicable UST Requirements or any noticing or other requirements arising under the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules, as applicable.

7. The Debtors are authorized, but not directed, to allow all funds deposited in the Ecuador Accounts to remain in the Ecuador Accounts for use in the ordinary course by the Ecuador Branch Office, subject to and limited by the requirements imposed on the Debtors under the terms of any interim and/or final orders approving any debtor in possession financing. The Debtors are authorized, but not directed, in their sole discretion, to transfer funds from any of the Debtor Bank Accounts to the Ecuador Accounts, provided that such transfers shall not exceed \$1 million in the aggregate per month without further order of this Court, subject to and limited by the requirements imposed on the Debtors under the terms of any interim and/or final orders approving any debtor in possession financing.

8. Pursuant to Local Rule 2015-2(a), the Debtors are authorized to continue to use their existing checks, correspondence, and other business forms without alteration or change and without the designation "Debtor in Possession" or a bankruptcy case number imprinted upon them. Notwithstanding the foregoing, once the Debtors' existing checks have been used, the Debtors shall, when reordering checks, require the designation "Debtor in Possession" and the corresponding bankruptcy case number on all checks; provided that, with respect to checks that the Debtors or their agents print themselves, the Debtors shall begin printing the "Debtor in Possession" legend on such items within ten (10) days of the date of entry

of this Interim Order; provided further, however, that the foregoing shall not apply to the Ecuador Accounts.

9. The Debtors are authorized to continue to utilize all third-party providers necessary for the administration of their Cash Management System, including their payroll processor, Automatic Data Processing, Inc. In addition, the Debtors are authorized, but not directed, to pay all prepetition or postpetition amounts due to such third-party providers.

10. *Nunc pro tunc* to the Petition Date, and subject to the terms of this Interim Order, all Banks at which the Debtor Bank Accounts are maintained are authorized and directed to continue to administer, service, and maintain the Debtor Bank Accounts as such accounts were administered, serviced, and maintained prepetition, without interruption and in the ordinary course (including making deductions for Bank Fees and Expenses), and, when requested by the Debtors in their sole discretion, to honor any and all checks, drafts, wires, ACH transfers, electronic fund transfers, or other items presented, issued, or drawn on the Debtor Bank Accounts on account of a claim against the Debtors arising on or after the Petition Date; provided, however, that unless otherwise ordered by the Court, no checks, drafts, electronic funds transfers (excluding any electronic funds transfer that the Banks are obligated to settle), or other items presented, issued, or drawn on the Debtor Bank Accounts on account of a claim against the Debtors arising prior to the Petition Date shall be honored.

11. Each Bank shall implement reasonable handling procedures designed to effectuate the terms of this Interim Order. No Bank that implements such handling procedures and then honors a prepetition check or item drawn on any account that is the subject of this Interim Order (x) at the direction of the Debtors to honor such prepetition check or item, (y) in the good faith belief that the Court has authorized such prepetition check or item to be honored,

or (z) as a result of a good faith error made despite implementation of such handling procedures, shall be deemed to be liable to the Debtors or their estates on account of such prepetition check or item being honored postpetition or otherwise in violation of this Interim Order.

12. The Debtors are authorized to implement such reasonable changes, consistent with this Interim Order, to the Cash Management System as the Debtors may deem necessary or appropriate, including, without limitation, closing any of the Debtor Bank Accounts or opening any additional bank accounts following the Petition Date (the "New Accounts") wherever the Debtors deem that such accounts are needed or appropriate. Notwithstanding the foregoing, the Debtors shall open such New Account(s) at banks that have executed a Uniform Depository Agreement with the U.S. Trustee, or at such banks that are willing to immediately execute such an agreement, and (i) any New Account that the Debtors open in Canada shall be (x) at one of the existing Banks or with a bank that is organized under the laws of Canada or any province therein and that is insured by the CDIC and (y) designated a "Debtor in Possession" account, as applicable in the relevant jurisdiction, by the relevant bank and (ii) any New Account that the Debtors open in the United States shall be (x) at one of the existing Banks or with a bank that is organized under the laws of the United States of America or any state therein, and that is insured by the FDIC or the Federal Savings and Loan Insurance Corporation and (y) designated a "Debtor in Possession" account by the relevant bank. The New Accounts are deemed to be Debtor Bank Accounts and are similarly subject to the rights, obligations, and relief granted in this Interim Order. The Banks are authorized to honor the Debtors' requests to open or close (as the case may be) such Debtor Bank Account(s) or New Account(s). In the event that the Debtors open or close any Debtor Bank Accounts(s) or New Account(s), such opening or closing shall be timely indicated on the Debtors' monthly operating reports and notice of such opening or closing

shall be provided to the U.S. Trustee and counsel to any official committee of unsecured creditors appointed in these Chapter 11 Cases within fifteen (15) days. Notwithstanding the foregoing, nothing in this paragraph 12 shall apply to (i) the opening of any New Account(s) in connection with the Ecuador Branch Office or (ii) the closing of any Ecuador Account(s).

13. The Debtors are authorized to deposit funds in accordance with existing practices under the Cash Management System as in effect as of the Petition Date, subject to any reasonable changes, consistent with this Interim Order, to the Cash Management System that the Debtors may implement, and, to the extent such practices are inconsistent with the requirements of Bankruptcy Code Section 345(b), such requirements are waived on an interim basis. The Debtors shall have sixty (60) days (or such additional time as the U.S. Trustee may agree to) from the Petition Date (the "**Extension Period**") within which to either come into compliance with Bankruptcy Code Section 345(b) or to make such other arrangements as agreed with the U.S. Trustee. Such extension is without prejudice to the Debtors' right to request a further extension of the Extension Period or a final waiver of the requirements under Bankruptcy Code Section 345(b).

14. The Debtors are authorized (i) in their discretion, to pay for prepetition Intercompany Transactions if the Debtors deem such payment necessary and in the best interests of the Debtors' estates; (ii) to set off prepetition obligations related to Intercompany Transactions; and (iii) to continue to engage in Intercompany Transactions in the ordinary course of business and/or as necessary to execute the Cash Management System, subject to and limited by the requirements imposed on the Debtors under the terms of any interim and/or final orders approving any debtor in possession financing. The Debtors shall continue to maintain records with respect to all transfers of cash (including pursuant to such transactions) so that all

Intercompany Transactions may be readily ascertained, traced, and recorded properly and distinguished between prepetition and postpetition transactions, and shall make such records available to the U.S. Trustee upon request.

15. All claims against a Debtor by another Debtor arising from postpetition Intercompany Transactions shall be accorded superpriority administrative claim status, subject and subordinate only to other superpriority administrative claims granted pursuant to order of this Court.

16. Despite the Debtors' use of a consolidated Cash Management System, the Debtors shall calculate any quarterly fees due under 28 U.S.C. § 1930(a)(6) based on the individual disbursements of each Debtor, regardless of which Debtor is responsible for payment of such fees.

17. Notwithstanding anything to the contrary in this Interim Order or to the Motion, any payment, obligation, or other relief authorized by this Interim Order shall be subject to and limited by the requirements imposed on the Debtors under the terms of any interim and/or final orders approving any debtor in possession financing.

18. To the extent that there may be any inconsistency between the terms of the interim or final order approving the proposed debtor in possession financing, if and when entered, and this Interim Order, the terms of the interim or final order approving the proposed debtor in possession financing, as applicable, shall govern.

19. Neither the provisions contained herein, nor any actions or payments made by the Debtors pursuant to this Interim Order, shall be deemed an admission as to the validity of the underlying obligation or a waiver of any rights the Debtors may have to dispute such obligation on any ground that applicable law permits.

20. Notwithstanding Bankruptcy Rule 6004(h), to the extent applicable, this Interim Order shall be effective and enforceable immediately upon entry hereof.

21. The Debtors are hereby authorized to take such actions and to execute such documents as may be necessary to implement the relief granted by this Interim Order.

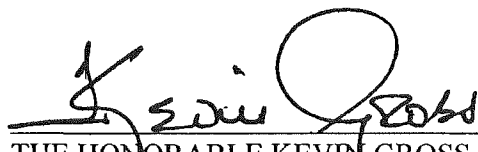
22. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation and/or interpretation of this Interim Order.

23. The final hearing to consider the entry of a final order granting the relief requested in the Motion shall be held on March 3, 2014, at 1:00 p.m. Prevailing Eastern Time.

24. Any objection to the entry of a final order granting the relief requested in the Motion shall be filed with the Court and served on (a) Tuscany International Holdings (U.S.A.) Ltd., 1950, 140 — 4 Avenue S.W. Calgary, Alberta, Canada T2P 3N3 (Attn: Deryck Helkaa), (b) Latham & Watkins LLP, 885 Third Avenue, New York, New York 10022 (Attn: Annemarie V. Reilly), (c) Young Conaway Stargatt & Taylor, LLP, Rodney Square, 1000 North King Street, Wilmington, Delaware 19801 (Attn: Michael R. Nestor), (d) Mayer Brown LLP, 1675 Broadway, New York, New York 10019 (Attn: Howard S. Beltzer); (e) Richards, Layton & Finger, P.A., One Rodney Square, 920 North King Street, Wilmington, Delaware 19801 (Attn: Mark D. Collins), (f) counsel to the official committee of unsecured creditors, if one is appointed, and (g) the United States Trustee for the District of Delaware, 844 King Street, Suite 2207, Lockbox 35, Wilmington, DE 19801 (Attn: Tiiara Patton), no later than February 24, 2014, at 5:00 p.m. Prevailing Eastern Time.

Dated: Wilmington, Delaware

FEB. 4, 2014


THE HONORABLE KEVIN GROSS
UNITED STATES BANKRUPTCY JUDGE

RETAINERS PAID (FORM IR-2)

Tuscany International Drilling
Professional Retainers

Payee	Check		Name of Payor	Amount	Amount Applied	Balance
	Date	Number				
Latham & Watkins LLP	5-Dec-13	Wire	Tuscany International Drilling Inc.	250,000	250,000	-
Latham & Watkins LLP	21-Jan-14	Wire	Tuscany International Drilling Inc.	125,000	66,576	58,423
Young Conaway Stargatt & Taylor, LLP	28-Jan-14	Wire	Tuscany International Drilling Inc.	100,000	86,414	13,586
Prime Clerk	28-Jan-14	Wire	Tuscany International Drilling Inc.	25,000	6,302	18,698
FTI Consulting Canada Inc.	4-Sep-13	Wire	Tuscany International Drilling Inc.	20,000	20,000	-
FTI Consulting Canada Inc.	18-Dec-13	Wire	Tuscany International Drilling Inc.	80,388	74,796	5,592
RPA Advisors	3-Jan-13	Wire	Tuscany International Drilling Inc.	60,000	-	60,000
Holland & Knight	6-Feb-14	Wire	Tuscany International Drilling Inc.	10,000	-	10,000