

THE AMENDED CAMS PLAN, CRUDE PLAN AND ENERGY DISTRIBUTION PLAN

6. The following amendments shall be made to the CAMS Plan:

- (a) The definition of “Meeting Order” in the CAMS Plan shall be deleted in its entirety and replaced with the following definition:

“**Meeting Order**” means the Order made by the Honourable Madam Justice B.E.C. Romaine of the Alberta Court dated August 7, 2009 under the CCAA that, among other things, accepts the filing of the Plan and calls and sets the date for the Creditors’ Meeting, as such Order may be amended from time to time, including by the Order made by the Honourable Madam Justice B.E.C. Romaine of the Alberta Court dated September 3, 2009;

- (b) The definition of “Secured Lenders’ Security” in the CAMS Plan shall be deleted in its entirety and replaced with the following definition:

“**Secured Lenders’ Security**” means all personal property and real property security granted by the Company in favour of the Secured Lenders, including the Guaranty, the pledge agreement, the security agreement and the demand debenture and negative pledge agreements each dated March 16, 2005 and any charge or caveat in favour of B of A against any real property interest of the Company;

- (c) The following definition of “SemCanada Energy Companies” shall be added to the CAMS Plan:

“**SemCanada Energy Companies**” means, collectively, SemCanada Energy Company, A.E. Sharp Ltd. and CEG Energy Options, Inc.;

- (d) The term “proxy” in sub-clause (b) of the definition of “Required Majority” in the CAMS Plan shall be deleted and replaced with the following term: “ballot”;

- (e) The last sentence in Section 2.1 of the CAMS Plan shall be deleted in its entirety and replaced with the following sentence:

The Plan will be implemented in conjunction with the US Plan and the SemCanada Crude Plan, and if approved by the required majority of affected creditors of SemCanada Energy Company, A.E. Sharp Ltd. and CEG Energy Options, Inc., the SemCanada Energy Distribution Plan.

- (f) The last sentence in Section 5.1(a) of the CAMS Plan shall be deleted in its entirety and replaced with the following sentence:

For greater certainty, the aggregate distributions received by any Secured Creditor under the US Plan, this Plan, the SemCanada Crude Plan and from

SemCanada Energy Company, A.E. Sharp Ltd. and CEG Energy Options, Inc. pursuant to the SemCanada Energy Distribution Plan or otherwise, including under bankruptcy or receivership proceedings, cannot exceed in the aggregate the amount of such Secured Creditor's Secured Claim;

(g) Section 5.1(b) of the CAMS Plan shall be deleted in its entirety and replaced with the following:

- (b) following the final distribution by the Monitor to the Secured Creditors, any remaining balance in the Secured Creditors' Pool (after deducting all fees and costs incurred by the Company and the Monitor on a solicitor and own client full indemnity basis in determining and resolving the amounts owed to the Secured Creditors and effecting distributions) shall be paid by the Monitor, on behalf of the Company, to SemCanada Crude as partial payment of the SemCanada Crude Secured Promissory Note or if such promissory note has been satisfied, to SemCanada Crude as a partial repayment of the New US Inter-Company Promissory Notes.

(h) Section 5.3 of the CAMS Plan shall be deleted in its entirety and replaced with the following:

Following the Plan Implementation Date:

- (a) the outstanding amounts of all cash deposits or prepayments made by the Company prior to the Plan Implementation Date in respect of:
 - (i) power, utilities and other supplies; and
 - (ii) any other cash deposits or prepayments made prior to the Plan Implementation Date in a manner that is not consistent with the ordinary course of the Company's business as conducted prior to the Filing Date;

shall be remitted by the Company to SemCanada Crude at the time such amounts are collected or replaced by letters of credit or cash on or after the Plan Implementation Date but in all events not later than the six month anniversary of the Plan Implementation Date, in each case as payment in whole or in part of the SemCanada Crude Secured Promissory Note or if such promissory note has been satisfied, to SemCanada Crude as a payment in whole or in part of the New US Inter-Company Promissory Notes, provided that the foregoing shall not include cash deposits or prepayments that are not the property of the Company or are cash deposits or prepayments that are to be properly allocated on receipt to a joint account pursuant to the CO&O Agreements;

- (b) the proceeds of realization, if any, resulting from the collection of the accounts receivable that are owed to the Company from inlet producers that have been outstanding for greater than 60 days as of the Plan Implementation Date after deducting the fees and costs incurred by the Company on a solicitor and own client full indemnity basis to resolve any disputes in respect of, and to collect, such accounts receivable shall be remitted by the Company to SemCanada Crude from time to time after the Plan Implementation Date as partial payment of the SemCanada Crude Secured Promissory Note or if such promissory note

has been satisfied, to SemCanada Crude as a partial repayment of the New US Inter-Company Promissory Notes; and

- (c) following the final distribution by the Monitor to the Ordinary Creditors, any remaining balance in the Ordinary Creditors' Pool (after deducting all fees and costs incurred by the Company and the Monitor on a solicitor and own client full indemnity basis in determining and resolving the amounts owed to the Ordinary Creditors and effecting distributions) shall be paid by the Monitor, on behalf of the Company, to SemCanada Crude as partial payment of the SemCanada Crude Secured Promissory Note or if such promissory note has been satisfied, to SemCanada Crude as a partial repayment of the New US Inter-Company Promissory Notes.
- (i) Section 5.9 of the CAMS Plan shall be deleted in its entirety and replaced with the following:

If any Affected Creditor's distribution by way of cheque is returned as undeliverable or is not cashed, no further distributions to such Affected Creditor shall be made unless and until the Company and the Monitor are notified by such Affected Creditor of such Affected Creditor's current address, at which time all such distributions shall be made to such Affected Creditor without interest. All claims for undeliverable or uncashed distributions in respect of Proven Claims must be made on or before the expiration of six (6) months following the Plan Implementation Date, after which date the Proven Claims of any Affected Creditor or successor of such Affected Creditor with respect to such unclaimed or uncashed distributions shall be forever discharged and forever barred, notwithstanding any federal or provincial laws to the contrary, at which time the amount held by the Monitor in relation to the Claim shall be returned to the Company provided that if the aggregate of all such unclaimed or uncashed distributions exceeds \$25,000, all unclaimed or uncashed distributions shall be remitted by the Company to SemCanada Crude as a repayment in whole or in part of the SemCanada Crude Secured Promissory Note or if such promissory note has been satisfied, to SemCanada Crude as a repayment in whole or in part of the New US Inter-Company Promissory Notes. Nothing contained in the Plan shall require the Company or the Monitor to attempt to locate any holder of a Proven Claim.
- (j) Section 7.1(c) of the CAMS Plan shall be deleted in its entirety and replaced with the following:
 - (c) The New US Inter-Company Promissory Notes shall rank *pari passu* and shall be indebtedness which shall, in the event of the insolvency or winding up of the Company from and after the Plan Implementation Date, be subordinate in right of payment to all obligations, liabilities and indebtedness of the Company owed to any Person, except for and to the extent of those payments, if any, made pursuant to Sections 5.1(b), 5.3(a), 5.3(b), 5.3(c) and 5.9 herein.
- (k) Section 9.2(f) of the CAMS Plan shall be deleted in its entirety and replaced with the following:
 - (f) declare that the New US Inter-Company Promissory Notes shall rank *pari passu* and shall be indebtedness which shall, in the event of the insolvency or winding up of the Company from and after the Plan Implementation Date, be subordinate in right of payment to all

obligations, liabilities and indebtedness of the Company owed to any Person, except for and to the extent of those payments, if any, made pursuant to Sections 5.1(b), 5.3(a), 5.3(b), 5.3(c) and 5.9 herein;

- (l) Section 9.3(e) of the CAMS Plan shall be deleted in its entirety and replaced with the following:

- (e) *Implementation of the SemCanada Crude Plan*

On the Plan Implementation Date, the SemCanada Crude Plan is implemented.

and

- (m) The following shall be added as Section 9.3(f) of the CAMS Plan:

- (f) *SemCanada Energy Company, A.E. Sharp Ltd. and CEG Energy Options, Inc.*

On or prior to the Plan Implementation Date, either:

- (i) the SemCanada Energy Distribution Plan is implemented; or
- (ii) the following events shall have happened:
 - (A) Ernst & Young Inc. shall have been appointed as the receiver and trustee in bankruptcy of each of SemCanada Energy Company, A.E. Sharp Ltd. and CEG Energy Options, Inc. and retainers of \$50,000 in the aggregate shall have vested with Ernst & Young Inc., as security for its fees and costs acting in its capacity as trustee in bankruptcy;
 - (B) all cash and cash equivalents, including negotiable instruments and demand deposits, of the SemCanada Energy Companies shall have been distributed by the receiver of the SemCanada Energy Companies to B of A, on behalf of the Secured Lenders;
 - (C) concurrently with its receipt of the cash and cash equivalents of the SemCanada Energy Companies, B of A, on behalf of the Secured Lenders, shall have paid an amount equal to the sum of:
 - (1) \$4,000,000; and
 - (2) an amount equal to the aggregate amount of all Proofs of Claim purporting to be Secured Claims which have not been paid by the SemCanada Energy Companies prior to the date of the receivership order granted in respect of the SemCanada Energy Companies;

to Ernst & Young Inc., in its capacity as the receiver of the SemCanada Energy Companies, who shall

hold such funds in trust for creditors with claims that have priority over the Secured Lenders' Security, Ernst & Young Inc. and B of A, on behalf of the Secured Lenders, pending a final determination of such creditors' claims, provided that following the final distribution by Ernst & Young Inc. to those creditors with claims that have priority over the Secured Lenders' Security, Ernst & Young Inc. shall pay to B of A, on behalf of the Secured Lenders, any remaining funds after first deducting all payments, fees and costs incurred by Ernst & Young Inc. on a solicitor and own client full indemnity basis in determining and resolving the amounts owed to such creditors and completing the receivership of the SemCanada Energy Companies; and

- (D) all Property, other than cash and cash equivalents, of the SemCanada Energy Companies, including all accounts receivable owing to the SemCanada Energy Companies, shall have been conveyed by the receiver of the SemCanada Energy Companies to B of A (or its nominee), on behalf of the Secured Lenders, at book value.

7. The following amendments shall be made to the Crude Plan:

- (a) The definition of "Meeting Order" in the Crude Plan shall be deleted in its entirety and replaced with the following definition:

"Meeting Order" means the Order made by the Honourable Madam Justice B.E.C. Romaine of the Alberta Court dated August 7, 2009 under the CCAA that, among other things, accepts the filing of the Plan and calls and sets the date for the Creditors' Meeting, as such Order may be amended from time to time, including by the Order made by the Honourable Madam Justice B.E.C. Romaine of the Alberta Court dated September 3, 2009;

- (b) The definition of "Secured Lenders' Security" in the Crude Plan shall be deleted in its entirety and replaced with the following definition:

"Secured Lenders' Security" means all personal property and real property security granted by the Company in favour of the Secured Lenders, including the Guaranty, the security agreement and the demand debenture and negative pledge agreements each dated March 16, 2005 and any charge or caveat in favour of B of A against any real property interest of the Company;

- (c) The following definition of "SemCanada Energy Companies" shall be added to the Crude Plan:

"SemCanada Energy Companies" means, collectively, SemCanada Energy, A.E. Sharp Ltd. and CEG Energy Options, Inc.;

- (d) The term “proxy” in sub-clause (b) of the definition of “Required Majority” in the Crude Plan shall be deleted and replaced with the following term: “ballot”;
- (e) The last sentence in Section 2.1 of the Crude Plan shall be deleted in its entirety and replaced with the following sentence:

The Plan will be implemented in conjunction with the US Plan and the SemCAMS Plan, and if approved by the required majority of affected creditors of SemCanada Energy, A.E. Sharp Ltd. and CEG Energy Options, Inc., the SemCanada Energy Distribution Plan.

- (f) The last sentence in Section 5.2 of the Crude Plan shall be deleted in its entirety and replaced with the following sentence:

For greater certainty, the aggregate distributions received by any Secured Creditor under the US Plan, this Plan, the SemCAMS Plan and from SemCanada Energy, A.E. Sharp Ltd. and CEG Energy Options, Inc. pursuant to the SemCanada Energy Distribution Plan or otherwise, including under bankruptcy or receivership proceedings, cannot exceed in the aggregate the amount of such Secured Creditor’s Secured Claim.

- (g) Section 9.3(e) of the Crude Plan shall be deleted in its entirety and replaced with the following:

- (e) *Implementation of the SemCAMS Plan*

On the Plan Implementation Date, the SemCAMS Plan is implemented.

and

- (h) The following shall be added as Section 9.3(f) of the Crude Plan:

- (f) *SemCanada Energy, A.E. Sharp Ltd. and CEG Energy Options, Inc.*

On or prior to the Plan Implementation Date, either:

- (i) the SemCanada Energy Distribution Plan is implemented; or
- (ii) the following events shall have happened:

- (A) Ernst & Young Inc. shall have been appointed as the receiver and trustee in bankruptcy of each of SemCanada Energy, A.E. Sharp Ltd. and CEG Energy Options, Inc. and retainers of \$50,000 in the aggregate shall have vested with Ernst & Young Inc., as security for its fees and costs acting in its capacity as trustee in bankruptcy;
- (B) all cash and cash equivalents, including negotiable instruments and demand deposits, of the SemCanada Energy Companies shall have been distributed by the

receiver of the SemCanada Energy Companies to B of A, on behalf of the Secured Lenders;

- (C) concurrently with its receipt of the cash and cash equivalents of the SemCanada Energy Companies, B of A, on behalf of the Secured Lenders, shall have paid an amount equal to the sum of:

- (1) \$4,000,000; and
- (2) an amount equal to the aggregate amount of all Proofs of Claim purporting to be Secured Claims which have not been paid by the SemCanada Energy Companies prior to the date of the receivership order granted in respect of the SemCanada Energy Companies;

to Ernst & Young Inc., in its capacity as the receiver of the SemCanada Energy Companies, who shall hold such funds in trust for creditors with claims that have priority over the Secured Lenders' Security, Ernst & Young Inc. and B of A, on behalf of the Secured Lenders, pending a final determination of such creditors' claims, provided that following the final distribution by Ernst & Young Inc. to those creditors with claims that have priority over the Secured Lenders' Security, Ernst & Young Inc. shall pay to B of A, on behalf of the Secured Lenders, any remaining funds after first deducting all payments, fees and costs incurred by Ernst & Young Inc. on a solicitor and own client full indemnity basis in determining and resolving the amounts owed to such creditors and completing the receivership of the SemCanada Energy Companies; and

- (D) all Property, other than cash and cash equivalents, of the SemCanada Energy Companies, including all accounts receivable owing to the SemCanada Energy Companies, shall have been conveyed by the receiver of the SemCanada Energy Companies to B of A (or its nominee), on behalf of the Secured Lenders, at book value.

8. The following amendments shall be made to the Energy Distribution Plan:

- (a) The definition of "Meeting Order" in the Energy Distribution Plan shall be deleted in its entirety and replaced with the following definition:

"Meeting Order" means the Order made by the Honourable Madam Justice B.E.C. Romaine of the Alberta Court dated August 7, 2009 under the CCAA that, among other things, accepts the filing of the Plan and calls and sets the date for the Creditors' Meeting, as such Order may be amended from time to time, including by the Order made by the Honourable Madam Justice B.E.C. Romaine of the Alberta Court dated September 3, 2009;

- (b) The definition of “Secured Lenders’ Security” in the Energy Distribution Plan shall be deleted in its entirety and replaced with the following definition:

“**Secured Lenders’ Security**” means all personal property and real property security granted by the SemCanada Energy Companies in favour of the Secured Lenders, including the Guaranty, the security agreement and the demand debenture and negative pledge agreements dated March 16, 2005 granted by each of the SemCanada Energy Companies in favour of the Secured Lenders, the pledge agreement dated March 16, 2005 granted by SemCanada Energy in favour of the Secured Lenders and any charge or caveat in favour of B of A against any real property interest of any of the SemCanada Energy Companies;

- (c) The term “proxy” in sub-clause (b) of the definition of “Required Majority” in the Energy Distribution Plan shall be deleted and replaced with the following term: “ballot”;
- (d) The term “Company” in the definitions of “Disputed Claims Reserve”, “Lenders’ Secured Claim” and “Plan Cash” and in Sections 5.1, 6.3 and 8.1 of the Energy Distribution Plan shall be deleted and replaced with the following term: “SemCanada Energy Companies”;
- (e) The term “Company” in Section 5.9 of the Energy Distribution Plan shall be deleted and replaced with the following phrase: “applicable SemCanada Energy Company”; and
- (f) The term “Unsecured” in Section 9.2(i) of the Energy Distribution Plan shall be deleted and replaced with the following term: “Ordinary”.

9. The Amended CAMS Plan, the Amended Crude Plan and the Amended Energy Distribution Plan, which denote the amendments noted in paragraphs 6, 7 and 8 above, are each hereby accepted for filing.

CCAA PLAN AMENDMENT NOTICES TO ORDINARY CREDITORS

10. The CCAA Plan amendment notice to the Ordinary Creditors of SemCAMS and SemCanada Crude substantially in the form attached hereto as Schedule “A” (the “**CAMS/Crude CCAA Plan Amendment Notice**”) and the CCAA Plan amendment notice to the Ordinary Creditors of the SemCanada Energy Companies substantially in the form attached hereto as Schedule “B” (the “**Energy CCAA Plan Amendment**”