

Order Sought:

1. The Applicant, Bow River Energy Ltd. (“**Bow River**” or the “**Applicant**”), seeks orders under the *Companies’ Creditors Arrangement Act*, RSC 1985, c C-36, as amended (the “**CCAA**”), substantially in the form attached hereto as **Schedules “B”** and “**C**”, which, amongst other things:
 - (a) declares service of this Application good and sufficient, and abridges the time for notice of this Application to the time actually given, if necessary;
 - (b) authorizes and approves the settlement agreement between the Applicant and Husky Oil Operations Limited (“**Husky**”) pursuant to the terms of the settlement and mutual release agreement (the “**Settlement Agreement**”), a redacted copy of which is attached as Exhibit “A” to the Third Affidavit of Daniel Belot, sworn July 17, 2020 (the “**Third Belot Affidavit**”), and an unredacted copy of which is attached as Confidential Exhibit “1” to the Third Belot Affidavit;
 - (c) authorizes the Applicant to obtain interim financing pursuant to the terms of the term sheet between Bow River and the Interim Lenders (as defined below), dated July 17, 2020 (the “**Term Sheet**”), a copy of which is attached as Exhibit “C” to the Third Belot Affidavit, up to an amount equal to \$1.1 million, and granting an Interim Lender’s Charge (as defined below) against the property of the Applicant, on the terms and priority as outlined in the proposed order;
 - (d) approves the Applicant’s engagement of Sayer Energy Advisors (“**Sayer**” or the “**SISP Advisor**”) to act as an advisor to the Applicant in the within CCAA proceedings, approves the engagement letter entered into between Bow River and Sayer dated June 8, 2020 (the “**Engagement Letter**”), a redacted copy of which is attached as Exhibit “D” to the Third Belot Affidavit, and an unredacted copy of which is attached as Confidential Exhibit “2” to the Third Belot Affidavit, and authorizes the Applicant to engage Sayer under the Engagement Letter and to fulfil all of its obligations thereunder;
 - (e) approves the proposed sales and investment solicitation process (“**SISP**”), described and attached hereto as **Schedule “D”**, and authorizes and directs the Applicant, the SISP Advisor, and the Monitor to perform their obligations thereunder;
 - (f) approves the asset purchase and sale agreement entered into between Bow River and 2270943 Alberta Ltd. (“**227**”), dated July 17, 2020 (the “**Stalking Horse APA**”) to sell certain of the Applicant’s Property to 227, a copy of which is attached as Exhibit “E” to the Third Belot Affidavit;
 - (g) extends the Stay Period up to and including October 16, 2020, or such further and other date as this Court may consider appropriate;

- (h) seals Confidential Exhibits “1” and “2” to the Third Belot Affidavit (the “**Confidential Exhibits**”); and
 - (i) grants such further and other relief as the Applicant may request and this Honourable Court deems just.
2. All capitalized terms used but not otherwise defined in this Application shall have the meaning given to them in the Amended and Restated Initial Order granted by the Honourable Justice P.R. Jeffrey on June 10, 2020 (the “**ARIO**”).

Basis for this Claim:

Background to Proceedings

3. On June 1, 2020, this Court granted an Initial Order, which, amongst other things: i) declared that the Applicant is a company to which the CCAA applies; ii) granted a stay of proceedings up to and including June 11, 2020; and iii) appointed BDO Canada Limited as Monitor of the Applicant in these proceedings. The Initial Order was subsequently amended and restated by this Court through the ARIO on June 10, 2020. Amongst other things, the ARIO extended the Stay Period up to and including July 31, 2020.
4. Bow River is a Calgary, Alberta-based, privately-held junior energy producer with expertise in the exploration, development, and production of oil and natural gas. Specifically, Bow River utilizes horizontal wells, secondary recovery methods, and high-volume lift technology to maximize recovery from heavy oil assets. These processes have allowed the Company to acquire undervalued, under-exploited and mature oil and gas assets in the three core areas of Provost Alberta, West Central Saskatchewan and Northwest Saskatchewan.
5. The Applicant applied for CCAA protection in order to stabilize its Business and provide it time to identify and assess potential transactions and review other strategic alternatives. At the time of the Applicant’s initial filing, the Applicant was relying solely upon its cash flow in order to fund operations during the course of the within proceedings. However, due to unexpected negative variances in its cash flow forecast, it has become necessary for

the Applicant to seek interim financing to fund its operations to allow it time to pursue strategic restructuring alternatives.

6. After careful consideration of its options, the Applicant is of the view that the commencement of the proposed SISP, administered with the assistance of the proposed SISP Advisor and oversight of the Monitor, will maximize the value of its Business and Property for all of its stakeholders.

Approval of the Settlement Agreement

7. The Applicant has been engaged in ongoing discussions with Husky respecting various issues between the parties. The first issue pertains to a production royalty financing arrangement which arises pursuant to the following agreements entered into between Bow River and Husky: an Asset Purchase and Sale Agreement dated April 26, 2017 (the “**Provost PSA**”), a Royalty Agreement dated May 16, 2017 (the “**Royalty Agreement**”) and a Side Letter Agreement dated May 16, 2017 (the “**Side Letter Agreement**” and together with the Provost PSA and the Royalty Agreement the “**Husky Production Royalty Financing**”). The Applicant presently owes Husky \$1,017,370.01 in pre-filing royalty arrears, with a further estimated \$1,732,758.86 in obligations remaining under the Husky Production Royalty Financing (collectively the “**PRF Obligations**”). Further, Husky owes the Applicant approximately \$35,000 pursuant to an outstanding adjustment arising under the Provost PSA (the “**Husky Adjustment Obligation**”).
8. Second, Husky has asserted a right to set-off against certain of Bow River’s production revenues, in satisfaction of all of its outstanding claims against the Company. Husky markets a portion of Bow River’s oil production pursuant to several crude oil marketing agreements between Husky (or Husky affiliates) and Bow River. Under the terms of the marketing agreements Bow River nominates a fluctuating quantity of production to Husky on a monthly basis. Husky purchases that oil production from Bow River based on amounts nominated, sells the production, and remits the production proceeds to Bow River on or about the 25th day of the following month. Bow River has continued to sell its oil in the usual course to Husky post-filing, although, prior to executing the Settlement

Agreement with Husky, it did temporarily store production while the parties attempted to work out a resolution to their disputes.

9. Pursuant to the crude oil marketing agreements, Husky presently holds \$401,014 representing May production revenues, which amount was payable to Bow River on or about June 25, 2020 (the “**May Production Revenues**”). Further, Husky will also hold Bow River’s June production revenues, which is an estimated \$530,766, payable on or about July 25, 2020 (the “**June Production Revenues**”) and July production revenues, which is an estimated \$473,445, payable on or about August 25, 2020 (the “**July Production Revenues**”). Husky has asserted its set-off rights as regards at least the May Production Revenues and the June Production Revenues (the “**Set-off Claim**”).
10. Third, Bow River and Husky are parties to two joint operating agreements (the “**JOA Agreements**”), pursuant to which Bow River owes Husky approximately \$9,657.58 in relation to pre-filing joint interest billings under the JOA Agreements (the “**Pre-Filing JIBs**”).
11. Fourth, Bow River and Husky are parties to a purchase and sale agreement dated December 15, 2017 (the “**Red Cross PSA**”). Pursuant to the Red Cross PSA, a final statement of adjustments was delivered by Bow River to Husky, wherein Bow River claims approximately \$3,778.76 is payable by Husky to the Company (the “**Red Cross Adjustment Obligation**” and together with the Provost Adjustment Obligation the “**Husky Adjustment Obligations**”).
12. The fifth issue arises out of a potential preference claim by Husky. The Applicant issued a series of secured subordinated debentures on: i) May 15, 2017, accruing interest at a rate of 16%, ii) May 30, 2018, accruing interest at a rate of 15%, and iii) May 31, 2018 and July 19, 2018, accruing interest at a rate of 15%, respectively (collectively the “**Debentures**”). Amongst other things, the Debentures provide that the holders of the Debentures (each a “**Debentureholder**” and collectively the “**Debentureholders**”) would be subordinate to any claims and obligations owing by Bow River to Husky. The Debentures also provide that in the event of Bow River’s default in its obligations to Husky, no further principal payments may be made to the Debentureholders unless and until such default is remedied.

The Applicant made certain repayments to Debentureholders during the period of October 2019 and March 2020, at a time when it was in default of its obligations to Husky arising under the Husky Production Royalty Financing Agreement, or otherwise (the “**Debentureholder Payments**”). Husky has indicated it may challenge such payments as a preference.

13. The sixth and final issue arises out of the transferability of a seismic license agreement between Bow River and Husky, dated May 16, 2017 (the “**Seismic License Agreement**”). Pursuant to the Seismic License Agreement, Husky granted to Bow River a non-exclusive, royalty-free, fee-free, perpetual license to use the Seismic Data (as defined in the Seismic License Agreement), subject to the terms of the Seismic License Agreement. Through its proposed SISF, the Applicant anticipates concluding a sale or sales in relation to the property to which the Seismic Data relates, and therefore anticipates that a transfer of the Seismic License Agreement to a third party purchaser will be necessary.
14. Bow River paid the entirety of the compensation for the Seismic License Agreement at the time it was acquired. As a royalty-free, fee-free license agreement, there are no arrears owing under the Seismic License Agreement by Bow River to Husky. However, there is significant value associated with the Seismic License Agreement as the Seismic Data will be required for a purchaser to drill wellbores on properties to which the Seismic Data pertains. Given this, the Applicant wanted to ensure that the Seismic License Agreement would be transferable in the Applicant’s proposed SISF.
15. As a result of the numerous disputes between the Company and Husky, the Company pursued settlement discussions with Husky, which ultimately culminated in the execution of the Settlement Agreement.
16. Pursuant to the Settlement Agreement, the Applicant and Husky have reached a settlement with respect to all matters arising out of or in any way related to all of the above, being the: Husky Production Royalty Financing, the PRF Obligations, the Husky Adjustment Obligations, the Set-off Claim, the Pre-Filing JIBs, and the Debentureholder Payments (collectively the “**Settled Obligations**”). The key terms of the Settlement Agreement are as follows:

- (a) Bow River will settle the Settled Obligations with Husky by way of a global settlement amount (the “**Settlement Amount**”).
 - (b) The Settlement Amount shall be paid first by way of Husky’s exercise of its Set-off Claim as against the May Production Revenues and the June Production Revenues. The balance of the Settlement Amount, shall be paid in cash by Bow River to Husky upon approval of the Settlement Agreement by the Court.
 - (c) Husky shall deliver the July Production Revenues to Bow River in the normal course, on or about August 25, 2020.
 - (d) All other obligations arising between the Company and Bow River pursuant to the JOA Agreements shall remain unaffected by the Settlement Agreement.
 - (e) Husky shall consent to the assignment of the Seismic License Agreement to a third party purchaser who is selected as a winning bid by Bow River through the SISP, without payment of any transfer fee, and shall deem any and all monetary defaults thereunder to be cured.
 - (f) The Settlement Agreement is subject to the approval of this Court.
 - (g) The Settlement Agreement contains a mutual release in favour of each of the Applicant and Husky as regards the Settled Obligations, as well as a release from Husky in favour of the Debentureholders in relation to the Debentureholder Payments.
17. The Applicant considers that the Settlement Agreement is in its and all of its stakeholders’ best interests as it:
- (a) settles all of the potential claims of its first secured creditor,
 - (b) avoids the costs and uncertainty which would otherwise be associated with litigating the Settled Obligations,
 - (c) eliminates a gross overriding royalty on the Applicant’s most valuable assets, which improves the marketability of those assets in the proposed SISP;
 - (d) permits the Debentureholders to pursue the proposed Stalking Horse APA, by settling the PRF Obligations which have priority over the Debentures. The Stalking Horse is an integral component to the Applicant’s proposed SISP and value maximization strategy, as further discussed below, and
 - (e) provides certainty to potential bidders in the Applicant’s proposed SISP that a valuable asset, being the Seismic License Agreement, is capable of being transferred to a successful third party purchaser without issue.

18. The Settlement Agreement was arrived at in consultation between the Applicant, the Debentureholders, being the Applicant's second secured creditors and parties funding the cash payment of the Settlement Amount, and the Monitor. Each of the Debentureholders and the Monitor support the Settlement Agreement.

Approval of Interim Financing Facility

19. Due to its current liquidity challenges, the Applicant requires interim financing to fund both the Settlement Amount and ongoing operational expenses in order to pursue its proposed SISP. Accordingly, the Applicant has negotiated and entered into the Term Sheet, pursuant to which certain of the Debentureholders have agreed to provide Bow River with a term loan (in that capacity the "**Interim Lenders**") in the amount of \$1.1 million (the "**Interim Facility**"), \$710,000 of which is required in the proposed stay period.
20. The advance of the Interim Facility is conditional upon: i) approval of said facility by this Court, ii) on the Interim Lender's receiving a second priority Court-ordered charge on the assets, property and undertakings of the Applicant, in priority to any and all Encumbrances, but subordinate to the Administration Charge, up to the maximum amount of \$1.1 million (the "**Interim Lender's Charge**"), and iii) upon approval of the Settlement Agreement. The Applicant therefore seeks this Court's approval of the Term Sheet and Interim Facility granted thereunder, and the Interim Lender's Charge and the priority and ranking set out and described in the proposed form of Order.
21. The Monitor is supportive of the Interim Facility and Interim Lender's Charge sought by the Applicant.

Approval of Engagement of the SISP Advisor

22. Pursuant to the ARIO, the Applicant is authorized to retain and employ such Assistants (as defined in the ARIO) as it deems reasonably necessary or desirable in the ordinary course of business or for the carrying out of the terms of the ARIO. Further, the ARIO authorizes the Applicant to pay the reasonable fees and disbursements of any Assistants retained or employed by it in respect of the within CCAA proceedings.

23. On June 8, 2020, the Applicant executed the Engagement Letter with Sayer. Pursuant to the terms of the Engagement Letter, Sayer is to assist the Applicant with administering the proposed SISP, which assistance will include, amongst other things:
- (a) preparation of marketing materials to advertise the SISP;
 - (b) assisting the Applicant in establishing a virtual data room for parties to conduct due diligence through the SISP;
 - (c) coordinating the execution of confidentiality agreements for parties interested in participating in the SISP;
 - (d) reviewing and evaluating bids received through the SISP and providing advice to the Applicant with respect thereto; and
 - (e) assisting the Applicant in closing transactions under the SISP.
24. Sayer is a recognized Canadian oil and natural gas industry expert on merger and acquisition activity. Further, Sayer has acted as agent or financial advisor in the sale of oil and gas assets, including in the insolvency context.
25. Sayer's experience and expertise will assist the Applicant in achieving the objectives of the CCAA and maximizing value to all its stakeholders. The Monitor supports the Applicant's engagement of Sayer as advisor to the Applicant in the within CCAA proceedings.
26. The approval of Sayer to act as the Applicant's advisor with respect to the proposed SISP and the Engagement Letter is therefore appropriate in the circumstances.

Approval of the Stalking Horse APA & Proposed SISP

27. The ARIO authorizes the Applicant to permanently or temporarily cease, downsize or shut down any portion of its business or operations and to dispose of assets in accordance with section 36 of the CCAA and approval of this Court. Further, the ARIO authorizes the Applicant to pursue all avenues of refinancing or restructuring of its Business or Property, in whole or in part, subject to prior approval of this Court being obtained before any material refinancing or restructuring.

28. The Applicant has entered into the Stalking Horse APA with 227, which contemplates that the Applicant will conduct a sales and investment solicitation process to market the Applicant's assets for sale through the SISP. The Stalking Horse APA is intended to set the floor price for bidding in the proposed SISP.
29. In the event a more favourable offer is received for the Applicant's assets through the SISP, 227 would be entitled to a break-fee of \$175,000, being 4% of the proposed purchase price, pursuant to the Stalking Horse APA.
30. The purchase price pursuant to the Stalking Horse APA is \$4,290,221.00 and is to be paid by 227 as follows:
 - (a) A payment in cash of \$107,000 representing the total of the amount of the Prior Charges (as defined in the Stalking Horse APA); and
 - (b) A non-cash credit in reduction of the Debt (as defined in the Stalking Horse APA) in the amount of \$4,183,221.00, plus any amounts advanced pursuant to the Interim Facility.
31. The proposed SISP will provide an expedient and efficient means of soliciting offers to acquire all, or substantially all of, the Property or Business of the Applicant, or to otherwise make an investment in the Applicant through a refinancing, recapitalization, or other form of restructuring arrangement. Further, it is anticipated that by incorporating in the Stalking Horse APA into the proposed SISP, competitive tension in the SISP will be increased, thereby increasing the maximization of value to be derived with respect to the Applicant and its Property and Business.
32. The Applicant, in consultation with the SISP Advisor and the Monitor, considers that the proposed SISP, under the CCAA, is in its and its creditors' and stakeholders' best interests. It is the Applicant's expectation that it, its creditors, and its other stakeholders will derive a greater benefit from the proposed SISP than through a liquidation in a receivership or a bankruptcy.
33. Accordingly, the Applicant has executed the Stalking Horse APA, attached as Exhibit "E" to the Third Belot Affidavit. Further, the Applicant has prepared the proposed SISP, attached hereto as **Schedule "D"**, with input from the SISP Advisor and the Monitor.

Extension of the Stay

34. The Applicant requests an extension of the Stay Period, which is currently set to expire on July 31, 2020, until and including October 16, 2020.
35. Since the granting of the Initial Order, the Applicant has been acting diligently and in good faith in these CCAA proceedings, including, in consultation with the Monitor:
- (a) engaging with its employees, contractors, various suppliers and vendors in respect of these CCAA proceedings to build consensus, work cooperatively, and ensure continuity of operations;
 - (b) disclaiming a real property lease agreement with respect to an office in Toronto, Ontario;
 - (c) disclaiming several equipment leases related to printers;
 - (d) negotiating a resolution of all of the Settled Obligations with Husky;
 - (e) retaining Sayer to act as its advisor with respect to the proposed SISP;
 - (f) developing the proposed SISP, in consultation with the SISP Advisor,
 - (g) beginning to populate a data room for the intended SISP;
 - (h) preparation of the Teaser and CIM contemplated under the proposed SISP, in consultation with the SISP Advisor;
 - (i) reviewing the Company's forecasted operating costs and expenses to reduce unnecessary expenses and conserve capital during these CCAA proceedings; and
 - (j) negotiating an interim financing term sheet to ensure sufficient liquidity throughout these proceedings.
36. The requested Stay extension will allow the Applicant time to implement the SISP and consummate any Transaction(s) thereunder.

Sealing of the Confidential Exhibits

37. The Confidential Exhibits contain confidential and commercially sensitive information that could adversely affect the commercial interests of third parties, namely Husky and Sayer, as well as potentially affect the competitive tension in the Applicant's proposed SISP.

38. A sealing order is necessary to prevent the Confidential Exhibits from being disclosed and jeopardizing the SISP and best interests of all of the Applicant's stakeholders. The sealing order sought is the least restrictive means possible to prevent dissemination of the Confidential Exhibits.
39. The provisions of the CCAA, the ARIO, and this Court's equitable jurisdiction.
40. Such further and other grounds as counsel may advise and this Court may permit.

Affidavit or other evidence to be used in support of this application:

41. The Affidavit of Daniel G. Belot, sworn May 29, 2020.
42. The Second Affidavit of Daniel G. Belot, sworn June 5, 2020.
43. The Third Affidavit of Daniel G. Belot, sworn July 17, 2020.
44. The Second Report of the Monitor, to be filed.
45. The Bench Brief of the Applicant, to be filed.
46. Such further and other evidence as counsel may advise and this Honourable Court may permit.

Applicable Acts and regulations:

47. *Companies' Creditors Arrangement Act*, RSC 1985, c C-36, as amended.
48. *Alberta Rules of Court*, *Alta Reg 124/2010*, as amended.
49. *Such further and other acts and regulations as counsel may advise and this Honourable Court may permit.*

How the Application is Proposed to be Heard or Considered:

50. In person via videoconference before the Honourable Justice Campbell on July 24, 2020 at 10:00 am, or as soon thereafter as counsel may be heard.

WARNING

You are named as a respondent because you have made or are expected to make an adverse claim in respect of this originating application. If you do not come to Court either in person or by your lawyer, the Court may make an order declaring you and all persons claiming under you to be barred from taking any further proceedings against the applicant(s) and against all persons claiming under the applicant(s). You will be bound by any order the Court makes, or another order might be given or other proceedings taken which the applicant(s) is/are entitled to make without any further notice to you. If you want to take part in the application, you or your lawyer must attend in Court on the date and at the time shown at the beginning of this form. If you intend to give evidence in response to the application, you must reply by filing an affidavit or other evidence with the Court and serving a copy of that affidavit or other evidence on the applicant(s) a reasonable time before the application is to be heard or considered.

Schedule "A": Service List

COURT FILE NUMBER

2001-06997

COURT

COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE

Calgary

IN THE MATTER OF THE *COMPANIES' CREDITORS*
ARRANGEMENT ACT, RSC 1985, c C-36, as amended

AND IN THE MATTER OF THE COMPROMISE OR
ARRANGEMENT OF BOW RIVER ENERGY LTD.

DOCUMENT

SERVICE LIST

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<p>Saskatchewan Ministry of Energy and Resources 1000, 2103 11th Ave Regina, SK S4P 3Z8</p> <p>Attention: Chad Adams</p> <p>Email: chad.adams@gov.sk.ca</p>	<p>Saskatchewan Energy Regulator Saskatchewan Ministry of Energy and Resources 1000, 2103 11th Ave Regina, SK S4P 3Z8</p> <p>Attention: Candy Dominique / Megan McGillivray</p> <p>Email: candy.dominique@gov.sk.ca megan.mcgillivray@gov.sk.ca</p>
<p>Government of Alberta, Ministry of Energy 9th Floor, North Petroleum Plaza 9945-108 Street Edmonton, AB T5K 2G6</p> <p>Attention: Piyush (Peter) Mittal</p> <p>Email: peter.mittal@gov.ab.ca</p>	<p>Borden Ladner Gervais LLP 1900, 520 3rd Ave SW Calgary, AB T2P 0R3</p> <p>Attention: Brad Pierce / Matti Lemmens</p> <p>Email: BPierce@blg.com Mlemmens@blg.com</p>
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<p>Jim Pattison Industries Ltd. 4937 Regent Street Burnaby, BC V5C 4H4</p> <p>Attention: Ion Lazar</p> <p>Email: Ion.Lazar@jplease.com</p> <p>Secured Creditor</p>	<p>JWI Investment LP 200, 3132 118th Ave SE Calgary, AB T2Z 3X1</p> <p>Attention: Aasit Amin</p> <p>Email: aamin@jayman.com</p> <p>Secured Creditor</p>

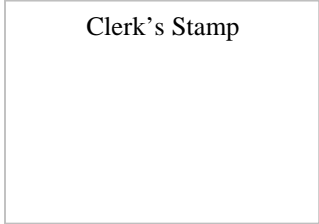
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<p>R.M. of Senlac</p> <p>Email: rm411@sasktel.net</p>	<p>R.M. of Frenchman Butte</p> <p>Email: rm501@sasktel.net</p>

<p>R.M. of Eye Hill No 382</p> <p>Attention: Jason Pilat</p> <p>Email: rm382@sasktel.net</p>	<p>Gregory Law Office Box 518 101B 2nd Street West Meadow Lake, SK S9X 1Y4</p> <p>Attention: Russell Gregory</p> <p>Email: russell@lawyergregory.com nicolerm622@sasktel.net</p> <p>Counsel for R.M. of Beaver River No 622</p>
<p>County of Paintearth Box 509 Castor, AB T0C 0X0</p> <p>Attention: Linda Bauer</p> <p>Email: lbauer@countypaintearth.ca</p>	<p>Flagstaff County</p> <p>Email: County@flagstaff.ab.ca</p>
<p>M.D. of Wainright No 61</p> <p>Email: izelenika@mdwainwright.ca</p>	<p>M.D. of Provost</p> <p>Email: jlakevold@mdprovost.ca</p>
<p>Special Areas Board Facilities / Special Areas Board wells and P/L</p> <p>Email: sue.carl@specialareas.ab.ca</p>	<p>Husky Energy 707 8 Ave SW Calgary, AB T2P 1H5</p> <p>Attention : Jim O’Keefe / Catherine Dunne</p> <p>Email: jim.okeefe@huskyenergy.com Catherine.Dunne@huskyenergy.com</p>
<p>Crescent Point Energy Suite 2000, 585 8th Ave SW Calgary, AB T2P 1G1</p> <p>Attention: Kirsten Seagrave Millung</p> <p>Email: kmillung@crescentpointenergy.com</p>	<p>Department of Justice/Government of Canada 601, 606 4th Street, SW Calgary, AB T2P 1T1</p> <p>Attention: Lori Williams</p> <p>Email: Lori.Williams@justice.gc.ca</p> <p>Counsel for Indian Oil and Gas Canada, the federal regulator of oil and gas operations on First Nations’ lands</p>
<p>Canadian Natural Resources Limited 2500, 855-2nd Street SW Calgary, AB T2P 4J8</p> <p>Attention: Sheila Hyatt</p> <p>Email: Sheila.Hyatt@cnrl.com</p>	<p>RioCan Real Estate Investment Trust 499 Main St. South, Suite 56 Brampton, ON L6Y 1N7</p> <p>Attention : Bibi Khan</p> <p>Email: bkhan@riocan.com</p>

<p>PrairieSky Royalty Ltd. 17010, 350 7 Ave SW Calgary, AB T2P 3N9</p> <p>Attention: James Nixon</p> <p>Email: james.nixon@prairiesky.com</p>	<p>Lawson Lundell LLP Suite 1100, 225-6th Avenue SW Calgary, AB T2P 1N2</p> <p>Attention: William Roberts / Alixandra Stoicheff</p> <p>Email: wroberts@lawsonlundell.com astoicheff@lawsonlundell.com</p> <p>Counsel for Husky Oil Operations Limited</p>
<p>Stringam LLP 150 4th Street S Lethbridge, AB T1J 5G4</p> <p>Attention: Steven Osmond</p> <p>Email: sgosmond@stringam.ca</p> <p>Counsel for Patrick White and Katherine White</p>	<p>Heritage Resource LP 710, 215-2 Street S.W. Calgary, AB T2P 1M4</p> <p>Attention: Kelly Perrault</p> <p>Email: Kelly.Perrault@heritageroyalty.ca</p>
<p>David Sharp Box 422 Marshal, SK S0M 1M0</p>	

Schedule "B": Order: Interim Financing,
Settlement Approval & Stay Extension

COURT FILE NUMBER **2001-06997**
COURT COURT OF QUEEN’S BENCH OF
 ALBERTA
JUDICIAL CENTRE Calgary



IN THE MATTER OF THE *COMPANIES'*
CREDITORS ARRANGEMENT ACT, RSC 1985,
c C-36, as amended

AND IN THE MATTER OF THE
COMPROMISE OR ARRANGEMENT OF
BOW RIVER ENERGY LTD.

DOCUMENT **ORDER: STAY EXTENSION,
APPROVAL OF INTERIM
FINANCING & SETTLEMENT
AGREEMENT**

ADDRESS FOR SERVICE AND Robyn Gurofsky/Jessica Cameron
CONTACT INFORMATION OF Borden Ladner Gervais LLP
 1900, 520 3rd Ave. S.W.
PARTY FILING THIS Calgary, AB T2P 0R3
 Telephone: (403) 232-9774/9715
DOCUMENT Facsimile: (403) 266-1395
 Email: rgurofsky@blg.com
 jcameron@blg.com
 File No. 441275/000025

DATE ON WHICH ORDER WAS PRONOUNCED: July 24, 2020

LOCATION WHERE ORDER WAS PRONOUNCED: Calgary, Alberta

NAME OF JUSTICE WHO MADE THIS ORDER: The Honourable Justice G.A. Campbell

UPON the application of Bow River Energy Ltd. (the “**Applicant**”); **AND UPON** having read the Application, the Affidavit of Daniel G. Belot sworn July 17, 2020 (the “**Third Belot Affidavit**”), and the Affidavit of Service of Stella Kim sworn July ., 2020; **AND UPON** having read the Second Report of the Monitor, dated July ., 2020; **AND UPON** reviewing the amended and restated initial order granted in the within proceedings by the Honourable Mister Justice Jeffrey on June 10, 2020

(the “**ARIO**”); **AND UPON** having reviewed the pleadings and proceedings previously filed in the within CCAA proceedings; **AND UPON** hearing counsel for the Applicant, the Monitor, and any other parties present at the Application;

IT IS HEREBY ORDERED AND DECLARED THAT:

1. The time for service of this application together with all supporting materials is hereby declared to be good and sufficient and no other person is required to have been served with such documents, and this hearing is properly returnable before this Honourable Court today and further service thereof is hereby dispensed with.
2. All capitalized terms used by not otherwise defined herein shall have the meanings ascribed to them in the ARIO.
3. All references to monetary amounts shall be to Canadian Dollars.

APPROVAL OF STAY EXTENSION

4. The Stay Period as provided for by paragraph 15 of the ARIO is hereby extended until and including October 16, 2020.

APPROVAL OF SETTLEMENT AGREEMENT

5. The settlement agreement between the Applicant and Husky Oil Operations Limited dated July NTD, 2020, and as attached to the Third Belot Affidavit as Confidential Exhibit “1” (the “**Settlement Agreement**”) and the releases granted thereunder are hereby approved. The Applicant is hereby authorized and directed to do all things as are reasonably necessary to conduct and give effect to the Settlement Agreement and carry out its obligations thereunder, including payment of amounts due to be paid pursuant to the terms of the Settlement Agreement.

APPROVAL OF INTERIM FINANCING

6. The Applicants are hereby authorized and empowered to obtain and borrow under a credit facility (the “**Interim Facility**”) pursuant to the Interim Financing Term Sheet dated as of July 17, 2020 (the “**Interim Financing Term Sheet**”), among the Applicants as borrowers

thereunder and 2270943 Alberta Ltd. (the “**Interim Lender**”), in order to finance the Applicant’s working capital requirements and other general corporate purposes, including payment of the cash portion of the Settlement Amount (pursuant to and as defined in the Settlement Agreement), and permitted capital expenditures set forth in the Interim Financing Term Sheet, provided that borrowings under such credit facility shall not exceed the principal amount of \$1.1 million unless permitted by further order of this Court and agreed to by the Interim Lender.

7. The Interim Facility shall be on the terms and subject to the conditions set forth in the Interim Financing Term Sheet attached hereto as **Schedule "A"**, as such Interim Financing Term Sheet may be amended in accordance with its terms with the consent of the Monitor.
8. The Applicant is hereby authorized and empowered to execute and deliver the Interim Financing Term Sheet and such credit agreements, mortgages, charges, hypothecs, and security documents, guarantees and other definitive documents (collectively, the “**Definitive Documents**”), as are contemplated by the Interim Financing Term Sheet or as may be reasonably required by the Interim Lender pursuant to the terms thereof, and the Applicant 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 Interim Financing Term Sheet and the Definitive Documents as and when the same become due and are to be performed, notwithstanding any other provision of the ARIO or any other Order granted by this Court in these CCAA proceedings.
9. The Interim Lender shall be entitled to the benefits of and is hereby granted a charge (the “**Interim Lender’s Charge**”) on the Applicant’s Property to secure all Interim Financing Obligations (as defined in the Interim Financing Term Sheet), which Interim Lender’s Charge shall be in the aggregate amount of the Interim Financing Obligations outstanding at any given time under the Definitive Documents. The Interim Lender’s Charge shall not secure any obligation existing before the date this Order is made.
10. The Interim Lender’s Charge shall rank behind the Administration Charge, but in priority to all other Encumbrances in favour of any Person. For greater clarity, the priorities of the Directors’ Charge, the Administration Charge and the Interim Lender’s Charge, as among them, shall be as follows:

First – Administration Charge (to the maximum amount of \$300,000);

Second – Interim Lender’s Charge (to the maximum amount of \$1.1 million); and

Third – Directors’ Charge (to the maximum amount of \$400,000).

11. The filing, registration or perfection of the Interim Lender’s Charge shall not be required, and the Interim Lender’s Charge shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered, recorded or perfected prior to or subsequent to the Interim Lender’s Charge coming into existence, notwithstanding any failure to file, register, record, possess, or perfect.
12. Except as otherwise expressly provided for herein, or as may be approved by this Court, the Applicant shall not grant any Encumbrances over any Property that rank in priority to, or *pari passu* with, the Interim Lender’s Charge unless the Applicant also obtains the prior written consent of the Monitor and the Interim Lender, or further order of this Court.
13. Notwithstanding any other provision of this Order:
 - (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 of the Definitive Documents;
 - (b) upon the occurrence of an event of default under the Definitive Documents or the Interim Lender’s Charge, the Interim Lender may (i) immediately cease making advances to the Applicant and set off and/or consolidate any amounts owing by the Interim Lender to the Applicant against the obligations of the Applicant to the Interim Lender under the Interim Financing Term Sheet, the Definitive Documents or the Interim Lender’s Charge and make demand, accelerate payment, and give other notices; (ii) upon five (5) days notice to the Applicant and the Monitor, apply to this Court for the appointment of a receiver, receiver and manager or interim receiver, or for a bankruptcy order against the Applicant and for the appointment of a trustee in bankruptcy of the Applicant; and (iii) with leave of the Court, exercise any other rights and remedies against the Applicant or the Property under or pursuant to the Interim Financing Term Sheet, Definitive Documents, and Interim Lender’s Charge; 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 Applicant or the Property.

14. The Interim Lender shall be treated as unaffected in any Plan filed by the Applicant under the CCAA, or any proposal filed by the Applicant under the *Bankruptcy and Insolvency Act* of Canada (the “**BIA**”), with respect to any Interim Financing Obligations.
15. The Interim Lender’s Charge, the Interim Financing Term Sheet and the other Definitive Documents shall not be rendered invalid or unenforceable and the rights and remedies of 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 the ARIO;
 - (b) any application(s) for bankruptcy or receivership order(s) issued pursuant to the BIA, or any bankruptcy or receivership order made in respect of the Applicant;
 - (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, licence, permit or other agreement (collectively, an “**Agreement**”) that binds the Applicants, and notwithstanding any provision to the contrary in any Agreement:
 - (i) neither the creation of the Interim Lender’s Charge nor the execution, delivery, perfection, registration or performance of any documents in respect thereof, including the Interim Financing Term Sheet and the other Definitive Documents, shall create or be deemed to constitute a breach by the Applicant of any Agreement to which it is a party;
 - (ii) the Interim Lender 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 Interim Lender’s Charge, the Applicant entering into the Interim Financing 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 Interim Financing Term Sheet or the Definitive Documents, and the granting of the Interim Lender’s 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.
16. Any interested Person may apply to this Court on notice to any other party likely to be affected for an order to allocate the Interim Lender’s Charge amongst the various assets

comprising the Property, provided that any such allocation shall not affect or impair the right of the Interim Lender to credit bid the full amount of the Interim Financing Obligations in respect of all Property.

17. This Order is subject to provisional execution and, if any of the provisions of this Order in connection with the Definitive Documents or the Interim Lender's Charge shall subsequently be stayed, modified, varied, amended, reversed or vacated in whole or in part (each, a "**Variation**") whether by subsequent order of this Court or any other court on or pending an appeal from this Order, such Variation shall not in any way impair, limit or lessen the priority, protections, rights or remedies of the Interim Lender under this Order (as made prior to the Variation) or the Definitive Documents, with respect to any advances made prior to the Interim Lender being given written notice of the Variation and the Interim Lender shall be entitled to rely on this Order as issued (including, without limitation, the Interim Lender's Charge) for all advances so made.

SEALING ORDER

18. Confidential Exhibit "1" to the Third Belot Affidavit (the "**Confidential Exhibit**") shall be sealed on the Court file, notwithstanding Division 4 of Part 6 of the *Alberta Rules of Court*.
19. The Clerk of the Court shall file the Confidential Exhibit in a sealed envelope attached to a notice that sets out the style of cause of these proceedings and states that:

THIS ENVELOPE CONTAINS CONFIDENTIAL MATERIALS FILED IN COURT FILE NO. 2001-06997. THE CONFIDENTIAL MATERIALS ARE SEALED PURSUANT TO THE SEALING ORDER ISSUED BY THE HONOURABLE JUSTICE CAMPBELL ON JULY 24, 2020.
20. The Applicant is empowered and authorized, but not directed, to provide the Confidential Exhibit (or any portion thereof, or information contained therein) to any interested party, entity or person that the Applicant considers reasonable in the circumstances, subject to confidentiality arrangements satisfactory to the Applicant.

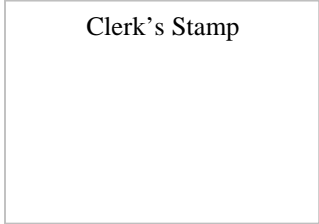
MISCELLANEOUS MATTERS

21. Service of this Order shall be deemed good and sufficient by serving the same on the persons listed on the Service List (attached as Schedule "A" to the Application) and by posting a copy of this Order to the Monitor's Website at: <https://www.bdo.ca/en-ca/extranets/bowriver/>.
22. No other persons are entitled to be served with a copy of this Order.

Justice of the Court of Queen's Bench of Alberta

Schedule "C": Order: Approval of SISP Advisor,
Stalking Horse, & SISP

COURT FILE NUMBER **2001-06997**
COURT COURT OF QUEEN’S BENCH OF
 ALBERTA
JUDICIAL CENTRE Calgary



IN THE MATTER OF THE *COMPANIES’
CREDITORS ARRANGEMENT ACT*, RSC 1985,
c C-36, as amended

AND IN THE MATTER OF THE
COMPROMISE OR ARRANGEMENT OF
BOW RIVER ENERGY LTD.

DOCUMENT **ORDER: APPROVAL OF SISP
ADVISOR, STALKING HORSE &
SISP**

ADDRESS FOR SERVICE AND Robyn Gurofsky/Jessica Cameron
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DOCUMENT Facsimile: (403) 266-1395
 Email: rgurofsky@blg.com
 jcameron@blg.com
 File No. 441275/000025

DATE ON WHICH ORDER WAS PRONOUNCED: July 24, 2020

LOCATION WHERE ORDER WAS PRONOUNCED: Calgary, Alberta

NAME OF JUSTICE WHO MADE THIS ORDER: The Honourable Justice G.A. Campbell

UPON the application of Bow River Energy Ltd. (the “**Applicant**”); **AND UPON** having read the Application, the Affidavit of Daniel G. Belot sworn July 17, 2020 (the “**Third Belot Affidavit**”), and the Affidavit of Service of Stella Kim sworn July ., 2020; **AND UPON** having read the Second Report of the Monitor, dated July ., 2020; **AND UPON** reviewing the amended and restated initial order granted in the within proceedings by the Honourable Mister Justice Jeffrey on June 10, 2020 (the “**ARIO**”); **AND UPON** having reviewed the pleadings and proceedings previously filed in

the within CCAA proceedings; **AND UPON** hearing counsel for the Applicant, the Monitor, and any other parties present at the Application;

IT IS HEREBY ORDERED AND DECLARED THAT:

1. The time for service of this application together with all supporting materials is hereby declared to be good and sufficient and no other person is required to have been served with such documents, and this hearing is properly returnable before this Honourable Court today and further service thereof is hereby dispensed with.
2. All capitalized terms used by not otherwise defined herein shall have the meanings ascribed to them in the sales and investment solicitation process (“**SISP**”) attached hereto as **Schedule “A”**.

APPROVAL OF SISP ADVISOR

3. The engagement letter between Sayer Energy Advisors (the “**SISP Advisor**”) and the Applicant dated June 8, 2020, and as attached to the Third Belot Affidavit as Confidential Exhibit “2” (the “**Engagement Letter**”) is hereby approved. The Applicant is hereby authorized and directed to do all things as are reasonably necessary to conduct and give effect to the Engagement Letter and carry out its obligations thereunder, including payment of amounts due to be paid pursuant to the terms of the Engagement Letter.

APPROVAL OF STALKING HORSE & SISP

4. The Asset Purchase and Sale Agreement between the Applicant and 2270943 Alberta Ltd. (“**227**”), dated July NTD, 2020 (the “**Stalking Horse APA**”), is hereby approved. The Applicant is authorized and directed to do all things as are reasonably necessary to conduct and give effect to the Stalking Horse APA, and to take such additional steps and execute such additional documents and make such minor amendments to the Stalking Horse APA as may be necessary or desirable for the completion of the terms of the Stalking Horse APA.
5. The Applicant is hereby authorized and directed to perform or cause to be performed the covenants of the Stalking Horse APA substantially in accordance with its terms, subject to

such amendments as the Applicant and 227 may approve which do not materially and adversely affect the terms therein or of the SISP.

6. The Break Fee as defined in the Stalking Horse APA is hereby approved and the Applicant is authorized and directed to pay the Break Fee in the manner and circumstances described therein.
7. The Applicant shall be at liberty to apply for an Order vesting title to the Purchased Assets (as defined in the Stalking Horse APA) in the Winning Bidder in accordance with, and as defined in, the SISP.
8. The SISP, as attached hereto as **Schedule “A”**, is hereby approved. Each of the Applicant, the SISP Advisor, and the Monitor are hereby authorized and directed to implement the SISP and do all things as are reasonably necessary to conduct and give full effect to the SISP and carry out their respective obligations thereunder.
9. Each of the Monitor and the SISP Advisor and their respective affiliates, partners, directors, employees, agents and controlling persons shall have no liability with respect to any and all losses, claims, damages or liabilities, of any nature or kind, to any person in connection with or as a result of the SISP, except to the extent such losses, claims, damages or liabilities result from the gross negligence or willful misconduct of the Monitor or the SISP Advisor, as applicable, in performing their obligations under the SISP.
10. In connection with the SISP and pursuant to section 7(3)(c) of the *Personal Information Protection and Electronic Documents Act* (Canada), the Applicant, the SISP Advisor and the Monitor are authorized and permitted to disclose personal information of identifiable individuals to prospective purchasers or offerors and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more transactions (each, a “**Transaction**”). Each prospective purchaser or offeror to whom such information is disclosed shall maintain and protect the privacy of such information and shall limit the use of such information to its evaluation of the Transaction, and if it does not complete a Transaction, shall: (i) return all such information to the Applicant, the SISP Advisor or the Monitor, as applicable; (ii) destroy all such information; or (iii) in the case of such information that is electronically stored, destroy all such information to the extent it is

reasonably practical to do so. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Applicant, and shall return all other personal information to the Applicant, the SISP Advisor or the Monitor, as applicable, or ensure that other personal information is destroyed.

SEALING ORDER

11. Confidential Exhibit “2” to the Third Belot Affidavit (the “**Confidential Exhibit**”) shall be sealed on the Court file, notwithstanding Division 4 of Part 6 of the *Alberta Rules of Court*.

12. The Clerk of the Court shall file the Confidential Exhibit in a sealed envelope attached to a notice that sets out the style of cause of these proceedings and states that:

THIS ENVELOPE CONTAINS CONFIDENTIAL MATERIALS FILED IN COURT FILE NO. 2001-06997. THE CONFIDENTIAL MATERIALS ARE SEALED PURSUANT TO THE SEALING ORDER ISSUED BY THE HONOURABLE JUSTICE CAMPBELL ON JULY 24, 2020.

13. The Applicant is empowered and authorized, but not directed, to provide the Confidential Exhibit (or any portion thereof, or information contained therein) to any interested party, entity or person that the Applicant considers reasonable in the circumstances, subject to confidentiality arrangements satisfactory to the Applicant.

MISCELLANEOUS MATTERS

14. Service of this Order shall be deemed good and sufficient by serving the same on the persons listed on the Service List (attached as Schedule “A” to the Application) and by posting a copy of this Order to the Monitor’s Website at: <https://www.bdo.ca/en-ca/extranets/bowriver/>.

15. No other persons are entitled to be served with a copy of this Order.

Justice of the Court of Queen's Bench of Alberta

SCHEDULE "A"

SALES AND INVESTMENT SOLICITATION PROCESS

Schedule “D”: Sales and Investment Solicitation Process

**Procedure for the Sales and Investment Solicitation Process of
Bow River Energy Ltd.**

1. On June 1, 2020 (the “**Filing Date**”), Bow River Energy Ltd. (the “**Company**”) obtained an initial order (the “**Initial Order**”) under the *Companies’ Creditors Arrangement Act*, RSC 1985 c C-36, as amended (the “**CCAA**”) from the Alberta Court of Queen's Bench (the “**Court**”). Among other things, the Initial Order granted an initial stay of proceedings in respect of the Company up to and including June 10, 2020 (the “**Stay**”) and appointed BDO Canada Limited as the monitor (the “**Monitor**”) of the Company’s proceedings under the CCAA (the “**CCAA Proceedings**”).
2. On June 10, 2020, the Company obtained an amended and restated initial order from the Court (the “**Amended and Restated Initial Order**”), which, among other things, extended the Stay up to and including July 31, 2020.
3. On July 24, 2020, the Company obtained an order from the Court (the “**Sales Process Order**”), which, among other things, approved the procedures for the sales and investment solicitation process of the Company (the “**SISP**”).
4. Set forth below is the procedure to be followed with respect to the SISP to be undertaken to seek a Successful Bid (as defined below), and if there is a Successful Bid, to complete the transactions contemplated by the Successful Bid.

Defined Terms

5. All monetary references shall be in Canadian dollars, unless otherwise stated.
6. In these SISP Procedures:

"**Break Fee**" means the amount of \$175,000;

“**Business**” means the business presently carried on by the Company;

"**Business Day**" means a day, other than a Saturday or Sunday, on which banks are open for business in the City of Calgary;

"**CCAA Charges**" means the charges created by the Amended and Restated Initial Order and the Interim Lender’s Order that rank in priority to the Debentureholder Security, totaling a maximum aggregate value of \$1.8 million, comprised of:

- (a) the Administration Charge up to a maximum aggregate value of \$300,000;
- (b) the Interim Lender’s Charge up to a maximum aggregate value of \$1.1 million; and
- (c) the Directors & Officers’ Charge up to a maximum aggregate value of \$400,000;

"**CCAA Obligations**" means the indebtedness, liabilities and obligations secured by the CCAA Charges;

“**Cure Costs**” means the debt owed by the Company to bring unpaid mineral and surface leases into good standing, in order to effect an assignment of such leases to a Successful Bidder (as defined below);

“**Debentures**” means the secured subordinated debentures issued by the Company on: i) May 15, 2017, accruing interest at a rate of 16%, ii) May 30, 2018, accruing interest at a rate of 15%, and iii) May 31, 2018 and July 19, 2018, accruing interest at a rate of 15%, respectively;

“**Debentureholders**” means the holders of the Debentures;

“**Debentureholder Debt**” means the debt owed by the Company to the Debentureholders pursuant to the Debentures, including all principal, interest and costs totaling \$4,183,221.00, with interest and costs continuing to accrue;

“**Debentureholder Security**” means the security which secures the Debentureholder Debt;

“**Interim Financing Obligations**” means the Initial Advance made to the Company pursuant to the Interim Financing Term Sheet in the amount of \$260,000, together with any additional amount advanced to the Company thereunder up to the maximum aggregate amount of \$1.1 million;

“**Interim Financing Term Sheet**” means the Term Sheet entered into by the Company and the Interim Lender or Interim Lenders (as defined therein) and approved by the Court on July 24, 2020;

“**Interim Lender’s Order**” means the Order granted by the Court on July 24, 2020 approving the Interim Financing Term Sheet and the Interim Financing Obligations;

“**Outside Date**” means October 31, 2020;

“**Prior Charges**” means all claims against the Company or its Property that rank in priority to the Debentureholder Security, including all outstanding non-linear property taxes owing in respect of the Property contained in the Stalking Horse APA (which non-linear property taxes are an estimated \$107,000), and which do not include the Cure Costs or the CCAA Obligations;

“**Property**” means all of the Company’s current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate, including all proceeds thereof;

“**Sales Advisor**” means Sayer Energy Advisors;

“**Stalking Horse APA**” means the Asset Purchase and Sale Agreement between the Company and the Stalking Horse Bidder, dated July 17, 2020;

“**Stalking Horse Bidder**” means 2270943 Alberta Ltd.;

"**Superior Offer**" means a credible, reasonably certain and financially viable third party offer, or combination of offers, for: A) the acquisition of all, substantially all, or certain of, the Property or Business contained in the Stalking Horse APA, or B) an investment, restructuring, recapitalization, refinancing or other form of reorganization of the Company, the terms of which offer are no less favourable and no more burdensome or conditional than the terms contained in the Stalking Horse APA, and which at a minimum, alone, or in combination with other offers, includes:

- i) a payment in cash in excess of \$250,000 of the aggregate of the total consideration payable pursuant to the Stalking Horse APA, being \$4,433,221.00,
- ii) a payment in cash in the amount necessary to fully pay the Break Fee, the CCAA Obligations, and the Interim Financing Obligations, as at the closing of such transaction, and
- iii) a payment in cash or an assumption of liabilities to satisfy any and all Cure Costs and Prior Charges, as at the closing of such transaction, which amount with respect to the Stalking Horse APA is estimated to be \$298,000.

Stalking Horse APA

7. This SISP is intended to solicit interest in, and opportunities for (the "**Opportunity**" (i) a sale, or partial sales of, all, substantially all, or certain of, the Property of the Company or its Business, whether through an asset purchase, share purchase or a combination thereof ("**Sale Proposal**"), or (ii) for an investment in, restructuring, recapitalization, reorganization or refinancing of the Company or its Business ("**Investment Proposal**"), or a combination thereof).
8. The Company has entered into the Stalking Horse APA with the Stalking Horse Bidder, pursuant to which, if there is no Successful Bid (as defined below) from a party other than the Stalking Horse Bidder, the Stalking Horse Bidder will acquire certain of the Company's Property, as more particularly detailed in the Stalking Horse APA. The Stalking Horse APA is attached hereto as **Schedule "C"**.
9. The Stalking Horse APA shall constitute a Qualified Bid for all purposes and at all times under this SISP.
10. Notwithstanding the execution of the Stalking Horse APA, all interested parties are encouraged to submit bids based on any form of Opportunity that they may elect to advance pursuant to this SISP, including as a Sale Proposal or an Investment Proposal.
11. Certain bid protections, such as the Break Fee and expense reimbursement, have been approved in respect of the Stalking Horse APA, subject to the conditions set forth therein, by the Court pursuant to the SISP Approval Order. No other bidder may request or receive any form of bid protection as part of any offer made pursuant to this SISP.

SISP Procedure

12. The SISP set forth herein describes, among other things, the Property and the Business available for sale, the manner in which prospective bidders may gain access to or continue to have access to due diligence materials concerning the Property and the Business, the manner in which bidders and bids become Qualified Bidders and Qualified Bids (each as defined below), respectively, the receipt and negotiation of bids received, the ultimate selection of a Successful Bidder (as defined below) and the Court's approval thereof. The Company, in consultation with both the Monitor and the Sales Advisor, shall administer the SISP. In the event that there is disagreement as to the interpretation or application of the SISP, the Court will have jurisdiction to hear and resolve such dispute.
13. The Company will use its reasonable efforts to complete the SISP in accordance with the timelines as set out in **Schedule "B"** hereto. The Company, in consultation with the Monitor and the Sales Advisor, shall be permitted to make such adjustments to the timeline that it determines are reasonably necessary.

"As Is, Where Is"

14. The sale of the Property and the Business will be on an "as is, where is" basis and without surviving representations, warranties, covenants or indemnities of any kind, nature, or description by the Company or any of its agents, except to the extent set forth in the relevant final sale agreement with a Successful Bidder. The representations, warranties, covenants or indemnities shall not be materially more favourable than those set out in the Stalking Horse APA, except to the extent additional tangible monetary value of an equivalent amount is provided for such representations, warranties, covenants or indemnities.

Free of Any and All Claims and Interests

15. In the event of a sale(s), all of the rights, title and interests of the Company in and to the Property and the Business to be acquired will be sold free and clear of all pledges, liens, security interests, encumbrances, claims, charges, options and interests thereon and there against (collectively the "**Claims and Interests**"), such Claims and Interests to attach to the net proceeds of the sale of such Property (without prejudice to any claims or causes of action regarding the priority, validity or enforceability thereof), pursuant to an approval and vesting order made by the Court, upon the application of the Company, except to the extent otherwise set forth in the relevant sale agreement with a Successful Bidder. The vesting out of Claims and Interests by a Successful Bidder other than the Stalking Horse Bidder shall not be materially more favourable to the Successful Bidder than those set out in the Stalking Horse APA, except to the extent additional tangible monetary value of an equivalent amount is provided for the vesting out of such Claims and Interests.

Publication of Notice and Teaser

16. As soon as reasonably practicable after the granting of the SISP Approval Order by the Court,
 - a. the Sales Advisor shall cause a notice of the SISP and such other relevant information which the Sales Advisor, in consultation with the Company and the Monitor, considers appropriate, to be published in the *BOE Report*, the *Daily Oil*

Bulletin, the *Calgary Herald*, and such other publications as the Sales Advisor may consider appropriate; and

- b. the Company shall issue a press release setting out the notice and such other relevant information regarding the Opportunity with Canada Newswire, designating dissemination in Canada and shall invite bids from interested parties.
17. A non-confidential teaser letter prepared by the Sales Advisor, in consultation with the Company (the "**Teaser**"), describing the Opportunity and the SISP will be made available by the Sales Advisor and the Company to prospective purchasers and will be posted on the Monitor's website as soon as practicable following the issuance of the SISP Approval Order.
18. A Confidential Information Memorandum ("**CIM**") describing the opportunity to acquire the Property and the Business will be made available by the Sales Advisor, in consultation with the Company, to prospective purchasers that have executed a non-disclosure agreement with the Company, in a form satisfactory to the Company, and as more particularly set-forth below.
19. The Company, with the assistance of the Sales Advisor, will also populate an electronic data room (the "**VDR**") with detailed listings, photographs, technical specifications and other information required for prospective purchasers to perform due diligence on the Property and the Business.

Participation Requirements

20. In order to participate in the SISP, each person interested in bidding on the Property and the Business (a "**Potential Bidder**") must deliver to the Sales Advisor at the address specified in **Schedule "A"** hereto (the "**Notice Schedule**") (including by email or fax transmission), and prior to the distribution of any confidential information by the Company or Sales Advisor to a Potential Bidder (including the CIM and access to the VDR), an executed non-disclosure agreement in form and substance satisfactory to the Company, which shall inure to the benefit of any Successful Bidder that closes a transaction contemplated by the Successful Bid (as defined below).
21. A Potential Bidder that has executed a non-disclosure agreement, as described above and who the Company, in consultation with the Sales Advisor and the Monitor, determines has a reasonable prospect of completing a transaction contemplated herein, will be deemed a "**Qualified Bidder**" and will be promptly notified of such classification by the Sales Advisor. For the avoidance of doubt, the Stalking Horse Bidder is a Qualified Bidder.

Due Diligence

22. The Sales Advisor shall provide any person deemed to be a Qualified Bidder with a copy of the CIM and access to the VDR and the Company shall provide to Qualified Bidders further access to such reasonably required due diligence materials and information relating to the Property and the Business as the Company, in consultation with the Sales Advisor

and the Monitor, deems appropriate, including virtual presentations by the Company and access to further information in the VDR.

23. The Company, the Sales Advisor, the Monitor and their respective advisors, make no representation or warranty as to the information contained in the CIM, the VDR, or other information to be provided through the due diligence process or otherwise, except to the extent otherwise contemplated under any definitive sale agreement with a Successful Bidder executed and delivered by the Company and approved by the Court.

Seeking Qualified Bids from Qualified Bidders

24. A Qualified Bidder that desires to make a bid for the Property or Business must deliver written copies of a final, binding proposal (the "**Final Bid**") in the form of a fully executed purchase and sale agreement to the Sales Advisor, with copies to the Company and the Monitor, at the addresses specified in **Schedule "A"** hereto (including by email or fax transmission) so as to be received by it not later than 12:00 p.m. Calgary time on August 24, 2020, or such other date or time as may be agreed by the Company with the consent of the Monitor (the "**Final Bid Deadline**").

Qualified Bids

25. A Final Bid will be considered a Qualified Bid only if (i) it is submitted by a Qualified Bidder and the Final Bid complies with, among other things, the following (a "**Qualified Bid**"):
- (a) it contains
 - (i) a duly executed purchase and sale agreement based on the form of template purchase and sale agreement posted to the VDR (the "**Template PSA**");
 - (ii) a blackline of the executed purchase and sale agreement to the Template PSA; and
 - (iii) a blackline of the executed purchase and sale agreement to the Stalking Horse APA, if it is a bid for any of the Property that is subject to the Stalking Horse APA.;
 - (b) it includes a letter stating that the Final Bid is irrevocable until there is a Selected Superior Offer (as defined below), provided that if such Qualified Bidder is selected as the Successful Bidder, its Final Bid shall remain an irrevocable offer until the earlier of (i) the completion of the sale to the Successful Bidder and (ii) the Outside Date;
 - (c) it provides written evidence of a firm, irrevocable financial commitment for all required funding or financing;
 - (d) it does not include any request for or entitlement to any break fee, expense reimbursement or similar type of payment;

- (e) it is accompanied by a refundable deposit (the "**Deposit**") in the form of a wire transfer (to a bank account specified by the Monitor), or such other form of payment acceptable to the Monitor, payable to the order of the Monitor, in trust for the Company, in an amount equal to 10% of the total consideration in the Qualified Bid to be held and dealt with in accordance with this SISP;
 - (f) it is not conditional upon:
 - (i) the outcome of unperformed due diligence by the Qualified Bidder, and/or
 - (ii) obtaining financing;
 - (g) it contains evidence of authorization and approval from the Qualified Bidder's board of directors (or comparable governing body);
 - (h) it contains an agreement that the Qualified Bidder submitting such bid, if not chosen as the Successful Bidder, shall serve, without modification to such bid, as a Backup Bidder (as defined below), in the event the Successful Bidder fails to close, provided, however, that the Stalking Horse Bidder shall not be required to serve as Backup Bidder, except to the extent that the Stalking Horse Bidder elects to submit a Minimum Incremental Overbid (as defined below) in the Auction;
 - (i) the bid shall result in any beneficiaries of Cure Costs associated with Properties subject to the bid, receiving on the closing of the transaction contemplated thereby, immediately available funds or an assumption of liabilities in an amount sufficient to indefeasibly settle in full all of the associated Cure Costs, which claims shall be calculated as of the date of such closing;
 - (j) if it is a bid for the Property that is included in the Stalking Horse APA, or a portion thereof, the aggregate consideration to be paid by the Qualified Bidder, alone, or in combination with other Qualified Bids, exceeds, by an amount of \$250,000, the aggregate of the total consideration payable pursuant to the Stalking Horse APA, being \$4,433,221.00, and the Break Fee;
 - (k) if it is a bid for the Property that is included in the Stalking Horse APA, or a portion thereof, the bid, or bids as the case may be, shall contain immediately available funds which in the aggregate equal the amounts of: the CCAA Obligations, the Interim Financing Obligations, and the Debentureholder Debt, which claims shall be calculated as of the date of such closing(s), and immediately available funds or an assumption of liabilities in an amount sufficient to indefeasibly settle in full all of the associated Prior Charges; and
 - (l) it is received by the Final Bid Deadline.
26. The Company, with the consent of the Monitor, may waive compliance with any one or more of the requirements specified herein and deem any non-compliant bid to be a Qualified Bid.

27. The Sales Advisor, in consultation with the Company and the Monitor, may, following the receipt of any bid, seek clarification with respect to any of the terms or conditions of such bid and/or request and negotiate one or more amendments to such bid prior to determining if the bid should be considered a Qualified Bid.
28. The Sales Advisor shall notify each Qualified Bidder in writing as to whether its bid constitutes a Qualified Bid within five Business Days of the Final Bid Deadline, or at such later time as the Company, in consultation with the Sales Advisor and the Monitor, deem appropriate.

Stalking Horse APA

29. Pursuant to the Stalking Horse APA, the Stalking Horse Bidder shall provide to the Company a cash deposit equivalent to ten percent (10%) of the Prior Charges, within five (5) Business Days of the approval of this SISP through the Sales Process Order, to be treated in accordance with the Stalking Horse APA.
30. The purchase price for the Property and the Business identified in the Stalking Horse APA includes: (i) a non-cash credit bid in the amount of \$4,183,221.00, as specified in the Stalking Horse APA resulting in that portion of the Debentureholder Debt and Interim Financing Obligations being satisfied in exchange for the acquisition of certain of the Property by the Stalking Horse Bidder; and (ii) consideration in an amount sufficient to (a) pay in full in cash on closing, or through the assumption of liabilities, all Prior Charges; (b) pay in full in cash on closing, the CCAA Obligations; (c) pay in full in cash on closing, or through the assumption of liabilities, the Cure Costs.

No Superior Offers

31. If none of the Qualified Bids, or combination thereof, received constitute a Superior Offer, the Company shall promptly apply to the Court for an order approving the Stalking Horse APA and vesting title to the Property subject to the Stalking Horse APA in the name of the Stalking Horse Bidder.

Selection of Additional Successful Bid

32. If none of the Qualified Bids received relate to the same Property subject to the Stalking Horse APA (an “**Additional Bid**”),
 - a. the Company shall, as soon as practicable, apply to the Court for an order approving the Stalking Horse APA and vesting title to the Property subject to the Stalking Horse APA in the name of the Stalking Horse Bidder, and
 - b. the Company, in consultation with the Sales Advisor and the Monitor, shall review and evaluate each Additional Bid and identify the highest or otherwise best bid (the “**Successful Additional Bid**” and the Qualified Bidder making such Successful Additional Bid the “**Successful Additional Bidder**”).

33. Any Successful Additional Bid shall be subject to approval by the Court in accordance with paragraph 39 hereof.

If a Superior Offer is Received

34. If the Company determines, in consultation with the Sales Advisor and the Monitor, that one or more, or a combination thereof, of the Qualified Bids constitutes a Superior Offer, the Company shall provide the parties making Superior Offers and the Stalking Horse Bidder the opportunity to make further bids through the auction process set out below (the "**Auction**").
35. The Sales Advisor will provide unredacted copies of the Qualified Bid(s) which the Company believes is (individually or in the aggregate) the highest or otherwise best Qualified Bid(s) (the "**Starting Bid**") to the Stalking Horse Bidder and to all Qualified Bidders that have made a Superior Offer, prior to 5:00 p.m. (MST) on September 4, 2020. Prior to 12:00 p.m. (MST) on September 9, 2020, each Qualified Bidder that has made a Superior Offer and the Stalking Horse Bidder, must inform the Company and the Sales Advisor whether it intends to participate in the Auction (the parties who so inform the Company and the Sales Advisor that they intend to participate are hereinafter referred to as the "**Auction Bidder(s)**").

Auction

36. In the event that the Auction is required in accordance with the terms of this SISP, it shall be conducted in accordance with the procedures set forth in this paragraph:
- a. The Auction shall commence at 10:00 a.m. (Calgary time) on September 11, 2020, at the Calgary offices of Borden Ladner Gervais LLP, being 1900 520-3rd Avenue SW, Calgary Alberta, or such other place and time as determined by the Company, in consultation with the Monitor, and that is timely communicated to all entities entitled to attend at the Auction, and continue thereafter until completed, subject to such adjournments as the Company, in consultation with the Monitor, may consider appropriate.
 - b. Notwithstanding the foregoing, if circumstances do not permit the Auction to be held in person, the Company shall work in good faith with the parties entitled to attend the Auction to arrange for the Auction to be held via videoconference or teleconference, or such other reasonable means as the Company deems appropriate.
 - c. The Company reserves the right to cancel or postpone the Auction, in consultation with the Sales Advisor and the Monitor.
 - d. Except as otherwise set forth herein, the Company may waive and/or employ and announce at the Auction additional rules that are reasonable under the circumstances for conducting the Auction, provided that such rules are:

- i. not inconsistent with the Amended and Restated Initial Order, the SISP, the CCAA, or any other order of the Court entered in connection with these CCAA Proceedings;
 - ii. disclosed to each Auction Bidder;
 - iii. designed, in the Company's business judgment, to result in the highest and otherwise best offer; and
 - iv. approved by the Monitor.
- e. Except as otherwise permitted in the Company's discretion, only the Company, the Sales Advisor, the Monitor and the Auction Bidders, and in each case their respective professional advisors, shall be entitled to attend the Auction. All Auction Bidders must have at least one individual representative with authority to bind such Auction Bidder present at the Auction.
- f. The Company shall arrange for the actual bidding at the Auction to be transcribed or recorded. Each Auction Bidder participating in the Auction shall designate a single individual to be its spokesperson during the Auction.
- g. Each Auction Bidder must confirm on the record, at the commencement of the Auction and again at the conclusion of the Auction, that it has not engaged in any collusion with the Company, or any other person, regarding the SISP, that has not been disclosed to all other Auction Bidders.
- h. Only the Auction Bidders will be entitled to make any Subsequent Bids (as defined below) at the Auction; provided, however, that in the event that any Qualified Bidder elects not to attend and/or participate in the Auction, such Qualified Bidder's Qualified Bid, shall nevertheless remain fully enforceable against such Qualified Bidder if it is selected as the Winning Bid (as defined below).
- i. All Subsequent Bids presented during the Auction shall be made and received in one room on an open basis. All Auction Bidders will be entitled to be present for all Subsequent Bids at the Auction with the understanding that the true identity of each Auction Bidder at the Auction will be fully disclosed to all other Auction Bidders at the Auction and that all material terms of each Subsequent Bid will be fully disclosed to all other Auction Bidders throughout the entire Auction.
- j. Bidding at the Auction will begin with the Starting Bid and continue, in one or more rounds of bidding, so long as during each round at least one subsequent bid is submitted by an Auction Bidder (a "**Subsequent Bid**") that the Company determines is (A) for the first round, a higher or otherwise better offer than the Starting Bid, and (B) for subsequent rounds, a higher or otherwise better offer than the Leading Bid (as defined below); in each case by at least the Minimum Incremental Overbid (as defined below).

- k. Each bid at the Auction shall provide incremental value of at least \$250,000 (the "**Minimum Incremental Overbid**") over the Starting Bid or the Leading Bid, as the case may be. A Subsequent Bid, increased by at least the Minimum Incremental Overbid, may be increased through any of: (a) in the case of the Stalking Horse Bidder, the further reduction of Debentureholder Debt or Interim Financing Obligations; and in the case of any Subsequent Bid, including a bid by the Stalking Horse Bidder: (b) the payment of additional cash; or (c) the assumption of an ascribed monetary value of Total Deemed Liabilities (as defined and determined below):
- i. "**Total Deemed Liabilities**" shall mean the Company's proportionate share (as determined in accordance with its working interest) of total deemed liabilities associated with the Property, as determined by the Alberta Energy Regulator, and as set-forth on the well-list provided by the Company with respect to the Opportunity, which well-list shall be posted in the VDR. The Company shall also provide a copy of the well-list to Auction Bidders at the commencement of the Auction. For greater clarity, Auction Bidders may only add Total Deemed Liabilities associated with Property located in Alberta to their Minimum Incremental Overbid.
 - ii. If an Auction Bidder includes Total Deemed Liabilities into a Minimum Incremental Overbid, they must specifically identify the well license number associated with the Total Deemed Liabilities during the Auction.
- l. After the first round of bidding and between each subsequent round of bidding, the Company shall announce the bid, or combination of bids, (including the value, the amount of assumed Total Deemed Liabilities, if any, and material terms thereof) that it believes to be the highest or otherwise best offer(s) (the "**Leading Bid**"). A round of bidding will conclude after each Auction Bidder has had the opportunity to submit a Subsequent Bid with full knowledge of the Leading Bid in that round.
- m. The Stalking Horse Bidder shall be permitted, in its sole discretion, to submit Subsequent Bids, provided however, that such Subsequent Bids are made in accordance with these Auction rules.
- n. To the extent not previously provided (which shall be determined by the Company), an Auction Bidder submitting a Subsequent Bid must submit, at the Company's discretion, as part of its Subsequent Bid, written evidence (in the form of financial disclosure or credit-quality support information reasonably acceptable to the Company), demonstrating such Auction Bidder's financial wherewithal and ability to close the transaction proposed by the Subsequent Bid. If the Stalking Horse Bidder submits a Subsequent Bid, this paragraph shall only apply to the Stalking Horse Bidder if the cash portion of the Purchase Price in the Stalking Horse Bidder's Subsequent Bid is in excess of the cash portion of the Purchase Price in the Stalking Horse APA.

- o. The Company reserves the right, in consultation with the Sales Advisor and the Monitor, to make one or more adjournments in the Auction of not more than 24 hours each, to among other things (i) facilitate discussions between the Company and the Auction Bidders; (ii) allow the individual Auction Bidders to consider how they wish to proceed; (iii) consider and determine the current highest and best offer(s) at any given time in the Auction; and (iv) give Auction Bidders the opportunity to provide the Company with such additional evidence as the Company, in its reasonable business judgment, may require that that Auction Bidder (including, as may be applicable, the Stalking Horse Bidder) has sufficient internal resources, or has received sufficient non-contingent debt and/or equity funding commitments, to consummate the proposed transaction at the prevailing Leading Bid amount.
 - p. If, in any round of bidding, no new Subsequent Bid is made, the Auction shall be closed.
 - q. The Auction shall be closed within 5 Business Days of the start of the Auction unless extended by the Company, in consultation with the Sales Advisor and the Monitor.
 - r. No bids (from Qualified Bidders or otherwise) shall be considered after the conclusion of the Auction.
37. At the end of the Auction, the Company, in consultation with the Sales Advisor and the Monitor, shall select the winning bid, or combination of winning bids, as the case may be (the "**Winning Bid**"). Once a definitive agreement has been negotiated and settled in respect of the Winning Bid (the "**Selected Superior Offer(s)**") in accordance with the provisions hereof, the Selected Superior Offer shall be the "**Successful Bid(s)**" hereunder and the person(s) who made the Selected Superior Offer shall be the "**Successful Bidder(s)**" hereunder. If the Successful Bidder is a party other than the Stalking Horse Bidder, the Company shall pay the Stalking Horse Bidder the Break Fee from the proceeds of the Successful Bid.
38. Notwithstanding anything in this SISP to the contrary, if an Auction is conducted, the Qualified Bidder with the next highest or otherwise best Qualified Bid at the Auction, as determined by the Company, will be designated as the backup bidder (the "**Backup Bidder**"); provided that the Stalking Horse Bidder shall not be a Backup Bidder, unless it elects to provide a Minimum Incremental Overbid in the Auction. The Backup Bidder shall be required to keep its initial Qualified Bid, or if the Backup Bidder submitted one or more Minimum Incremental Overbids at the Auction, the Backup Bidder's final Minimum Incremental Overbid (the "**Backup Bid**"), open until the earlier of: i) two Business Days after the date of closing of the Successful Bid, and ii) the Outside Date.

Approval Motion

39. The Company shall apply to the Court (the "**Approval Motion**") for an order (the "**Sale Approval and Vesting Order**") approving the Successful Bid, the Successful Additional

Bid (if applicable), and the Backup Bid (if applicable), and authorizing the Company to enter into any and all necessary agreements with respect to the Successful Bidder, the Successful Additional Bidder, and/or the Backup Bidder, as the case may be, as well as an order vesting title to the Property subject to such bid or bids in the name of the Successful Bidder, the Successful Additional Bidder, and/or the Backup Bidder as the case may be.

40. The Approval Motion will be held on a date to be scheduled by the Court upon application by the Company. The Approval Motion may be adjourned or rescheduled by the Company without further notice by an announcement of the adjourned date at the Approval Motion or in a notice to the Service List prior to the Approval Motion.
41. All Qualified Bids and Subsequent Bids (other than the Successful Bid, the Successful Additional Bid, and/or the Backup Bid, as the case may be) shall be deemed rejected on and as of the date and granting of the Sale Approval and Vesting Order by the Court, but not before, and shall remain open for acceptance until that time.

Deposits

42. All Deposits shall be retained by the Monitor and invested in a non-interest bearing trust account. If there is a Successful Bid or a Successful Additional Bid, the Deposit (plus accrued interest) paid by the Successful Bidder or Successful Additional Bidder, whose bid is approved at the Approval Motion, shall be applied to the purchase price to be paid by the Successful Bidder or the Successful Additional Bidder, as the case may be, upon closing of the approved transaction and will be non-refundable. The Deposits (plus applicable interest) of Qualified Bidders not selected as either a Successful Bidder or a Successful Additional Bidder shall be returned to such bidders within five (5) Business Days of the date upon which the Sale Approval and Vesting Order is granted by the Court. If there is no Successful Bid, all Deposits shall be returned to the bidders within five (5) Business Days of the date upon which this SISIP is terminated in accordance with these procedures.

Approvals

43. For greater certainty, the approvals required pursuant to the terms hereof are in addition to, and not in substitution for, any other approvals required by the applicable law in order to implement a Successful Bid.

Confidentiality

44. Other than as shall be required in connection with any Auction or Approval Motion, neither the Company, the Sales Advisor, nor the Monitor will share: i) the identity of any Potential Bidder or Qualified Bidder (other than the Stalking Horse Bidder), or ii) the terms of any bid, Sale Proposal, Investment Proposal or Qualified Bid (other than the Stalking Horse APA), with any other bidder (including, without limitation, the Stalking Horse Bidder) without the express written consent of such party (including by way of e-mail).

Further Orders

45. At any time during the SISP, the Company, the Sales Advisor, or the Monitor may apply to the Court for advice and directions with respect to any aspect of this SISP or the discharge of their respective powers and duties hereunder.

Amendments

46. This SISP shall be interpreted so as to comply and be consistent with any applicable laws, regulations or public health directives related to the COVID-19 pandemic, and may be amended at any time with the approval of the Monitor to the extent necessary or advisable to comply with same.
47. The Company shall have the right, in consultation with the Sales Advisor and the Monitor, to modify the SISP and the deadlines set out herein if, in its reasonable business judgment, such modification will enhance the process or better achieve the objectives of the SISP.

SCHEDULE "A"

NOTICE

TO THE COMPANY:

Bow River Energy Ltd.
500, 321-6th Ave S.W.
Calgary, AB T2P 4J2
Attention: Daniel Belot
Phone: (403) 803-9612
Fax: (403) 475-4101
Email: daniel.belot@bowriverenergy.com

TO THE SALES ADVISOR:

Sayer Energy Advisors
1620, 540 5 Ave S.W.
Calgary, AB T2P 0M2
Attention: Tom Pavic
Phone: (403) 266-6133
Fax: (403) 266-4467
Email: TPavic@sayeradvisors.com

TO THE MONITOR:

BDO Canada Limited
110, 5800 – 2nd Street SW
Calgary, AB T2H 0H2
Attention: Marc Kelly
Phone: (403) 777-9999
Fax: (403) 640-0591
Email: makelly@bdo.ca

SCHEDULE "B"

TIME LINE

Event	Date
Publication of Opportunity and SISP by Sales Advisor, Company and posting on Monitor's Website	As soon as practical following the granting of the SISP Approval Order
Sales Advisor and Company to Distribute Teaser to Potential Bidders	As soon as practical following the granting of the SISP Approval Order
Sales Advisor and Company to prepare CIM and VDR for Potential Bidders	As soon as practical following the granting of the SISP Approval Order
FINAL BID DEADLINE	AUGUST 24, 2020
Notification sent to Qualified Bidders if they submitted a Qualified Bid	5 Business Days Following the Final Bid Deadline
Approval Motion of Stalking Horse APA if no Superior Offers received	As soon as practical following the Final Bid Deadline
Notice to Superior Bidders of Intention to Participate in Auction (If Required)	September 4, 2020
Superior Bidders to Notify of Intention to Participate in Auction (If Required)	September 9, 2020
AUCTION (If Required)	SEPTEMBER 11, 2020
Approval Motion of Successful Bid and/or Successful Additional Bid	As soon as practical following the Auction, or in the case of a Successful Additional Bid, the Final Bid Deadline

SCHEDULE "C"
STALKING HORSE APA