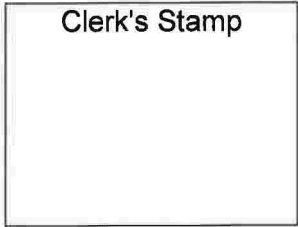


COURT FILE NUMBER 2001-
COURT COURT OF QUEEN'S BENCH
OF ALBERTA
JUDICIAL CENTRE CALGARY
APPLICANT ORPHAN WELL ASSOCIATION
RESPONDENT BOW RIVER ENERGY LTD.



DOCUMENT AFFIDAVIT

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING DOCUMENT
MLT AIKINS LLP
Barristers and Solicitors
2100, 222 3rd Ave SW
Calgary, Alberta T2P 0B4
Phone: 403.693.5420/4347
Fax: 403.508.4349
Attention: Ryan Zahara/Catrina Webster
File: 0147836.00001

**AFFIDAVIT OF MARIA LAVELLE
SWORN OCTOBER 21, 2020**

I, **Maria Lavelle**, of the City of Calgary, in the Province of Alberta, MAKE OATH AND SAY:

1. I am legal counsel for the Applicant, the Alberta Energy Regulator ("**AER**") and, as such, I have personal knowledge of the facts and matters deposed to herein, except where facts and matters are stated to be from other sources, in which case I believe those facts and matters to be true.

Purpose of this Affidavit

2. I am swearing this Affidavit in support of an Application by the Orphan Well Association (the "**OWA**") for an Order, among other things, appointing BDO Canada Limited as receiver and manager, pursuant to section 13(2) of the *Judicature Act*, RSA 2000, c J-2, section 99(a) of the *Business Corporations Act* RSA 2000 c B-9 and section 106.1 of the *Oil and Gas Conservation Act*, RSA 2000, c O-6 (in such capacity, the "**Receiver**"), without security, of the current and future assets and undertakings and properties of every nature and kind whatsoever, located in the Province of Alberta, including all proceeds thereof (collectively, the "**Property**") of Bow River Energy Ltd. ("**Bow River**").

Background

3. The AER was established by the *Responsible Energy Development Act* SA 2012 c R-17.3 and acts as the single regulator of all upstream oil and gas activities in the Province of Alberta. The AER's mandate includes providing efficient, safe, orderly and environmentally responsible development of energy resources in Alberta.
4. The AER in carrying out its mandate establishes rules and issues licenses, approvals, permits, orders, decisions and directions in furtherance of the purposes of AER administered legislation including the *Oil and Gas Conservation Act* RSA 2000, c O-6.
5. The AER's licensee liability rating (LLR) program is outlined in AER *Directive 006: Licensee Liability Rating (LLR) Program and License Transfer Process* ("**Directive 006**"). The purpose of the LLR program and license transfer requirements are to ensure there are sufficient funds for end of life obligations, to prevent the costs to suspend, abandon, remediate and reclaim AER licensed properties from being borne by the Alberta public should a licensee become insolvent and to minimize the risk to the OWA posed by unfunded end of life obligations of AER licensees. The LLR program applies to all upstream oil and gas wells, facilities and pipelines licensed by the AER. Attached hereto and marked as **Exhibit "A"** is a copy of Directive 006.
6. Under the LLR program, the AER conducts a liability assessment for each licensee which is based on the estimated costs to suspend, abandon, reclaim and remediate all of the AER licensed properties of that licensee. Based on that assessment, the AER assigns a liability management ratio ("**LMR**") to each licensee, which is the ratio of the licensee's eligible deemed assets as compared to its deemed liabilities. The assessment is conducted monthly and on receipt of an application to the AER to transfer existing AER licenses.
7. As part of any assessment of an application to transfer licenses, the AER assesses the pro forma/post transaction LMR of both the transferor and the transferee. If either of the parties post transaction LMR is below 1.0, the AER may deny the transfer application, require additional security or impose other conditions on the transfer to mitigate the risk.

CCAA Proceedings

8. On June 1, 2020, upon the application of Bow River this Honourable Court granted an initial order (the “**CCAA Initial Order**”) under the *Companies’ Creditors Arrangement Act*, RSC 1985, c C-36, as amended (the “**CCAA**”) granting various relief including the imposition of an initial stay of proceedings against Bow River and its assets through to June 11, 2020 and appointing BDO Canada Limited as the monitor of Bow River (the “**Monitor**”).
9. On July 21, 2020, prior to the July 24, 2020 Application (the “**Stalking Horse Application**”), the AER sent correspondence to both Bow River and the Monitor’s legal counsel advising that the AER:
 - a. reserved its position on a sales and investment solicitation process (“**SISP**”) and the Stalking Horse Bid Proposal pending the outcome of the sales process; and
 - b. expressed concern regarding a potential outcome of the sales process where the stalking horse bidder selectively bid on assets to reduce their debt and left unfunded liabilities remaining.
10. Attached hereto and marked as **Exhibit “B”** is a copy of the AER’s July 21, 2020 correspondence.
11. On July 24, 2020, at the Stalking Horse Application, this Honourable Court granted an Order approving the SISP and the Stalking Horse Bid Proposal contained in an Asset Purchase and Sale Agreement between Bow River and 227 Alberta dated July 17, 2020 and an Amended Asset Purchase and Sale Agreement dated July 23, 2020 (collectively, the “**SH APA**”).
12. At the Stalking Horse Application, I advised the Court that the AER reserved its position respecting the SISP and the SH APA pending the outcome of the SISP and specifically expressed concern respecting a proposal that would cherry-pick the best assets and leave the remaining assets and associated liabilities to be dealt with by the OWA. I made it clear

that the AER may object to any sale approval and vesting order Application (the “**SAVO Application**”) brought forward by Bow River. Attached hereto and marked as **Exhibit “C”** is a copy of the transcript of proceedings of the Stalking Horse Application.

The E&P Assets

13. Bow River’s E&P Assets are located within the Province of Alberta and licensed through the AER. Bow River is the licensee of record for 745 well licenses, 73 facility licenses and 86 pipeline licenses.
14. AER’s records reflect a total estimated deemed liability assigned to the Bow River licensed assets to be \$44,715,215.00 as of October 21, 2020, with a deemed asset value currently of \$41,646,349.67.
15. The AER understands that Bow River currently has 86 active producing wells and associated facilities in five different operating areas.

Conclusion of the SISP

16. On September 10, 2020, Bow River met with the Regulator and the Monitor (the “**September 10 Meeting**”) to discuss the results of the SISP and the proposal from Bow River for the sale and quitclaim of some but not all of its E&P Assets (the “**Proposal**”). At the September 10 Meeting Bow River provided a power point presentation (the “**Presentation**”) to the AER. The Presentation contains certain confidential information that if released to the public could have a negative impact on any future sales processes that may be conducted in respect of the E&P Assets. Attached hereto and marked as **Confidential Exhibit 1** is a copy of the Presentation.
17. At the September 10 Meeting the AER and the OWA reiterated the concerns that the Proposal did not address all of the remaining outstanding liabilities of Bow River.
18. The SH PSA as presented by Bow River to the AER on September 10, 2020 would remove approximately 140 wells, 10 facilities and 131 pipeline segments from the licensed properties of Bow River. This has been presented to the AER as amounting to a reduction of the total deemed liability of Bow River by \$9,452,129.

19. If the 227 Assets proposed to be purchased by 227 Alberta are removed from the licensed properties of Bow River there would remain an outstanding estimated deemed liability of \$35,263,086, as calculated based upon the represented reduction in liability from the SH PSA (referenced in paragraph 18 above) and subtracted from the AER's current record of Bow River's deemed liabilities (as referenced in paragraph 14 above).
20. On September 16, 2020, the AER again met with 227 Alberta, Bow River and the Monitor. At that meeting the AER expressed its concerns to 227 Alberta that Bow River would continue to have significant unfunded liability if the SH APA was approved and 227 Alberta would be repaid in priority to Bow River addressing its environmental obligations. At the September 16, 2020 meeting 227 Alberta raised for the first time the position that it questioned whether the Supreme Court of Canada decision in *Orphan Well Association, et al. v. Grant Thornton Limited, et al*, 2019 SCC 5 ("**Redwater**") was applicable to CCAA proceedings.
21. On September 17, 2020, the AER requested additional information from 227 Alberta respecting the value of the Stalking Horse Bid proposal by 227 Alberta and how that value was determined.
22. On September 17, 2020, counsel for 227 Alberta advised that 227 Alberta was of the view that should the AER grant its license and transfer over the proposed assets as contemplated by the SH APA, the value of the Stalking Horse Bid Proposal would represent the entirety of the debt owed to the debenture holders of Bow River and is not reflective of the value of the assets being purchased which may be much lower than the amount of the Stalking Horse Bid. Attached hereto and marked as **Exhibit "D"** is a copy of the September 17, 2020 correspondence between counsel for the AER and counsel for 227 Alberta.
23. On September 21, 2020, the AER advised counsel for Bow River (with a copy to 22 Alberta and the Monitor) that the AER was not supportive of the SH APA and intended to object at the Court Application seeking its approval. The AER also advised counsel for Bow River that it intended to object to the Proposal on the basis that the Proposal is contrary to the Supreme Court of Canada's decision in *Redwater*. Attached hereto and marked as **Exhibit**

“E” is a copy of the September 21, 2020 correspondence between counsel for the AER and counsel for 227 Alberta.

24. On September 28, 2020, the AER advised counsel for 227 Alberta that the primary reason for the AER's objection to the SH APA was due to the unfunded liability that would result from the proposal and the fact that the proposal prioritized the debt of a secured creditor over the obligations of Bow River to abandon, remediate and reclaim its properties and comply with its environmental obligations.
25. The AER also specifically reiterated their concern that the bid value was for the entirety of the debt owed to the debenture holders of Bow River was not reflective of the actual value of the assets being purchased which was much lower than the amount of the bid. Attached hereto and marked as **Exhibit “F”** is a copy of the September 28, 2020 correspondence between counsel for the AER and counsel for 227 Alberta.
26. On October 6, 2020, the AER advised 227 Alberta that its application (the “**Directive 67 Application**”) pursuant to *Directive 067: Eligibility Requirements for Acquiring and Holding Energy Licences and Approvals* (“**Directive 067**”) for a business associate code and eligibility to hold relevant regulatory licenses and approvals was being closed due to the Application being incomplete and that the AER was not in a position to evaluate unreasonable risk in [the Directive 67 Application] until the insolvency process is exhausted, as per Directive 067, section 4. Attached hereto and marked as **Exhibit “G”** is a copy of the October 6, 2020 correspondence from the AER to 227 Alberta. Attached hereto and marked as **Exhibit “H”** is a copy of Directive 067.
27. On October 15, 2020, counsel for Bow River advised the OWA, the AER, the Saskatchewan Ministry of Energy and Resources, and Indian Oil and Gas Canada that Bow River is cease operations in Alberta and Saskatchewan. Bow River's counsel further advised that Bow River's present directors and officers will resign, and all Bow River employees and contractors will be terminated. Bow River further advised that after October 29, 2020, it would no longer have the financial resources to maintain care and custody of its properties or comply with its legislative and regulatory obligations. Attached hereto and marked as **Exhibit “I”** is a copy of the October 15, 2020 correspondence

between counsel for Bow River and the OWA, the AER, the Saskatchewan Ministry of Energy and Resources, and Indian Oil and Gas Canada.

28. On October 21, 2020, the AER issued by email Order AD #2020-033 (the "**Suspension and Abandonment Order**") to Bow River requiring that Bow River take steps to abandon its remaining non-abandoned licensed wells, facilities, and pipelines and properly shut-in its oil and gas facilities as set out in the Suspension and Abandonment Order as follows:

- a) for the licensed wells, facilities and pipelines set out in Appendix A, Tables 1,2 and 3 (the "**A Sites**") by no later than October 29, 2020; and
- b) for the licensed wells, facilities and pipelines set out in Appendix B, Tables 1, 2 and 3 (the "**B Sites**") by no later than November 29, 2020,

the Suspension and Abandonment Order included 564 wells, 53 facilities and 499 pipeline segments. Attached hereto and marked as **Exhibit "J"** is a copy of the email correspondence and the Suspension and Abandonment Order.

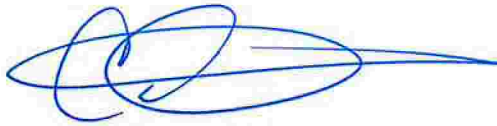
29. Based upon the foregoing and that:

- a) Bow River will not have the protection of the CCAA proceedings after October 30, 2020;
- b) Bow River does not have the financial resources to continue to operate its assets in compliance with applicable legislative and regulatory obligations, including providing emergency response, if necessary, past October 29, 2020;
- c) Bow River is not able to consummate the transaction contemplated by the SH APA;
- d) there will be no remaining directors of Bow River after October 29, 2020;
- e) there will be no remaining employees and contractors of Bow River after October 29, 2020; and
- f) there are a number of wells, pipelines and facilities that will still be in production,

I believe it is imperative and in the interests of public safety that a receiver be appointed to ensure that Bow River's wells are properly operated, cared for and maintained and shut-in where necessary.

30. The AER will continue to work with Bow River for the orderly transition of the E&P Assets to the care and control of another party.
31. I believe the appointment of BDO Canada Limited as receiver and manager of the Property of Bow River is just and convenient and in the best interest of Bow River's stakeholders and the public generally.
32. I make this Affidavit on behalf of the AER in support of an application by the OWA for an Order appointing BDO Canada Limited as Receiver of all of the Property of Bow River, in response to the Application of Bow River, and for no other or improper purpose.

SWORN BEFORE ME at the City of Calgary, in the Province of Alberta, this 21st day of October, 2020.



A Commissioner of Oaths in and for the Province of Alberta



MARIA LAVELLE

CATRINA WEBSTER
BARRISTER & SOLICITOR

THIS IS EXHIBIT "A" TO THE
AFFIDAVIT OF MARIA LAVELLE
SWORN BEFORE ME AT Calgary, Alberta
this 21 day of October, 2020



A Commissioner of Oaths in and for the Province of Alberta

CATRINA WEBSTER
BARRISTER & SOLICITOR

Directive 006

Release date: February 17, 2016

Effective date: February 17, 2016

Replaces previous edition issued March 12, 2013

Licensee Liability Rating (LLR) Program and Licence Transfer Process

The Alberta Energy Regulator has approved this directive on February 17, 2016.

<original signed by>

Jim Ellis

President and Chief Executive Officer

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1 Purpose of the LLR Program

The purpose of the Alberta Energy Regulator (AER) LLR Program and licence transfer process as set out in this directive is to

- prevent the costs to suspend, abandon, remediate, and reclaim a well, facility, or pipeline in the LLR Program from being borne by the public of Alberta should a licensee become defunct, and
- minimize the risk to the Orphan Fund posed by the unfunded liability of licences in the program.

Inquiries regarding this directive should be directed by e-mail to inquiries@aer.ca or by phone to the AER's Customer Contact Centre at 403-297-8311 or toll-free at 1-855-297-8311.

2 What's New in This Edition

In this edition of *Directive 006* all references to *Directive 019: Compliance Assurance*, which has been rescinded, and related information have been removed.

3 Scope of the LLR Program

The LLR Program applies to all upstream oil and gas wells, facilities, and pipelines included within the scope of the expanded Orphan Fund. A description of the AER-approved well, facility, and pipeline types included in the LLR Program is in appendix 1.

4 Definitions

For the purpose of this program:

- **Eligible producer licensee** is a licensee whose deemed assets from production volumes reported to Petrinex have fallen below its deemed liabilities in the LLR Program and is therefore eligible to have any deemed assets from midstream activities in the LLR, LFP, and OWL programs included in its liability management rating deemed asset calculation.
- **Large Facility Liability Management Program (LFP)** is the liability management program governing the large upstream oil and gas facilities specified in appendix 1 of *Directive 024*.
- **Liability assessment** is an assessment conducted by a licensee to estimate the cost to suspend, abandon, remediate, and reclaim a site.
- **Liability Management Rating (LMR)** is the ratio of a licensee's eligible deemed assets in the LLR, LFP, and Oilfield Waste Liability (OWL) programs to its deemed liabilities in these programs.
- **Licensee Liability Rating (LLR) Program** is the liability management program governing most conventional upstream oil and gas wells, facilities, and pipelines, as specified in appendix 1 of *Directive 006*.
- **Midstream activity** is the handling of third-party volumes for a fee or other consideration by a well or facility included in the LLR Program. For the purpose of this program, midstream activities include the operation of a nonsulphur recovery gas plant, gas storage scheme, custom processing facility, water or gas injection or disposal well, gas gathering, transportation or compression scheme, gas storage scheme, marketing, and/or any other activity determined by the AER to be a midstream activity.
- **Netback** is earnings before interest, taxes, and depreciation and is equal to gross margin (midstream revenue less cost of goods sold) less direct operating costs and applicable general and administrative expenses.
- **Nonproducer licensee (NPL)** is a licensee whose deemed assets from midstream activities in the LLR, LFP, and OWL programs exceed its deemed assets from production volumes reported to Petrinex or a licensee having only facilities included in the LFP or OWL programs.
- **Oilfield Waste Liability (OWL) Program** is the liability management program governing oilfield waste management facilities specified in appendix 1 of *Directive 075*.
- **Producer licensee** is a licensee whose deemed assets from production volumes reported to Petrinex exceed its deemed liabilities in the LLR, LFP, and OWL programs.
- **Site-specific liability** is the estimated cost to suspend, abandon, remediate, and reclaim a facility in the LLR Program.

5 Liability Management Rating Assessment

The AER's LMR assessment is a comparison of a licensee's deemed assets in the LLR, LFP, and OWL programs to its deemed liabilities in these programs. Any security deposit provided to the AER as a result of the operation of these programs is considered in determining a licensee's "security-adjusted" LMR. The LMR assessment is designed to assess a licensee's ability to address its suspension, abandonment, remediation, and reclamation liabilities. This assessment is conducted monthly and on receipt of a licence transfer application in which the licensee is the transferor or transferee. The determination of deemed assets and deemed liabilities in each of these programs is documented in

- this directive and *Directive 011: Licensee Liability Rating (LLR) Program—Updated Industry Parameters and Liability Costs*, for licences included in the LLR Program;
- *Directive 024*, for licences included in the LFP;
- *Directive 075*, for licences and approvals included in the OWL Program; and
- *Directive 001: Requirements for Site-Specific Liability Assessments in Support of the ERCB's Liability Management Programs*, for licensees required to provide a site-specific liability cost estimate.

If a licensee's deemed liabilities in these three programs exceed its deemed assets in these programs plus any previously provided security deposits (including facility-specific security deposits), it has a security-adjusted LMR below 1.0 and is required to provide the AER with a security deposit for the difference.

A security deposit determined as a result of an LMR assessment is required to minimize the possibility of the licensee's suspension, abandonment, remediation, and reclamation costs being borne by the Orphan Fund.

For LMR calculation purposes, 100 per cent of the deemed assets and 100 per cent of the deemed liabilities of a well or facility for which it is the licensee are attributed to the licensee.

6 LMR Security Deposit Requirements

The AER conducts its LMR assessment on the first Saturday of each month, following receipt of updated production information from Petrinex.

A licensee required to provide the AER with a security deposit as a result of a monthly or transfer LMR assessment will be advised in writing of the amount of the security deposit required and the date by which the security deposit must be received. The date specified for payment of a monthly LMR assessment is ordinarily the Friday before the first Saturday of the following month.

If a licensee in the LLR, LFP, or OWL programs becomes defunct:

- any non-facility-specific LMR security deposit held by the AER will be allocated to address its unfunded suspension, abandonment, remediation, or reclamation liability in each program in which it had liability in proportion to its deemed liability in each program; and
- any facility-specific security deposit held by the AER will be applied first to the facility for which it was collected, with any surplus being available for any unfunded liability held by the licensee.

The AER's requirements with respect to the form, use, and refund of security deposits provided under a liability management program are in *Directive 068: ERCB Security Deposits*.

A licensee can view information on the type and amount of any security deposit it has with the AER through Systems & Tools > Digital Data Submission > Reports > Liability Rating on the AER website, www.aer.ca, using its DDS Logon ID and password.

7 Orphan Program and Fund

The Orphan Fund will pay the costs to suspend, abandon, remediate, and reclaim a well, facility, or pipeline included in the LLR Program if a licensee or working interest participant (WIP) becomes defunct.

The Orphan Fund is fully funded by licensees in the LLR Program and licensees holding Waste Management (WM) approvals and licences included in the OWL Program through a levy administered by the AER.

The Orphan Fund is administered by the Alberta Oil and Gas Orphan Abandonment and Reclamation Association (OWA), a nonprofit society incorporated under the *Societies Act* on March 20, 2001.

7.1 Orphan Site

A well, facility, or pipeline in the LLR program is eligible to be declared an orphan when the licensee of that licence becomes insolvent or defunct. Once it determines a well, facility, or pipeline meets the criteria outlined in section 70(2) of the *Oil and Gas Conservation Act*, the AER will designate it as an orphan. The well, facility, or pipeline will then be considered to be an orphan for all aspects of this program: suspension, abandonment, remediation, and reclamation.

7.2 LLR and OWL Orphan Levy Base and Formula

A licensee in the LLR or OWL Program is responsible for its percentage of any orphan levy calculated as the sum of the deemed liability of its licences in the LLR and OWL programs to the

total liability of all licences in the LLR and OWL programs as of the date the levy is calculated, in accordance with the following formula:

$$\text{Licensee's share of levy} = \frac{A}{B} \times \text{Required levy amount}$$

where

- A is the licensee's deemed liability in the LLR and OWL programs on the date the levy is calculated, determined in accordance with this directive and *Directive 075*, and
- B is the deemed liability of all licences in the LLR and OWL programs on the date the levy is calculated, determined in accordance with this directive and *Directive 075*.

The deemed liability of licences in the LFP is tracked and, as required, assessed separately, as the LFP has a separate and distinct orphan levy base.

7.3 OWL NPL Levy

NPLs in the OWL Program are subject to an additional transitional levy, which is detailed in *Directive 075*.

8 LLR Program Administration

8.1 Program Operation

Detailed information on the operation of the LLR Program and its licence transfer requirements is in appendices 2 through 7.

8.2 Confidentiality

The AER will hold as confidential the information submitted to or acquired by the AER for the purpose of conducting an LMR assessment. The AER will post only the licensee's security-adjusted LMR on its website.

8.3 Program Review

The AER will continually monitor the LLR Program to ensure that it is achieving its desired outcome and is protecting both the public interest and the Orphan Fund.

Appendix 1 Licence Types Included in the LLR Program and Protected by the Orphan Fund

1 LLR Program and Orphan Fund Inclusions

The following upstream oil and gas wells, facilities, and pipelines are protected by the Orphan Fund and included in the LLR Program:

Wells (code from *Directive 056: Energy Development Applications and Schedules* provided in brackets)

- oil, gas, and bitumen wells (140, 150, 280, 290, 360, 370, 570, 610, 620, 621, 622)
- injection wells
- disposal wells Class I(b), II, III, and IV
- gas storage wells
- oilfield source water wells (141)
- observation wells
- brine wells
- liquefied petroleum gas (LPG) wells

The following upstream oil and gas wells, while protected by the Orphan Fund, are not administered in the LLR Program:

- oil and gas wells drilled by industry and transferred as a farm gas well
- unlicensed sites associated with oilfield activities (e.g., remote sumps)

Facilities (*Directive 056* code provided in brackets)

- gas, oil, and bitumen batteries, single or multiwell (020, 030, 031, 310, 311, 320, 321, 330, 331, 410, 411, 420, 421, 430, 431)
- gas processing and fractionating plants (010, 011, 300, 301, 400, 401)
- sulphur recovery gas plants licensed under *Directive 056* as a Facility Category Type 300 (producing less than 1 ton of sulphur per day)
- oil sands central processing facilities having a design capacity of less than 5000 cubic metres (m³) per day
- compressor stations, except those that are part of an oil or gas transmission pipeline (040, 340, 440)
- custom treating facilities (080)

- injection/disposal facilities—water (090)
- injection/disposal facilities—enhanced oil recovery (EOR) (091)
- oil and bitumen satellites, single or multiwell (070, 071, 350, 351, 450, 451)
- line heaters (352, 470)
- oilfield waste management components that do not require a waste management approval (see *Interim Directive 2000-03: Harmonization of Waste Management*)

Pipelines

- oil and gas pipelines other than transmission lines

2 LLR Program and Orphan Fund Exclusions

The following wells, facilities, and pipelines are excluded from the LLR Program and Orphan Fund:

Wells (*Directive 056* code provided in brackets)

- wells designated as contaminated under section 110 of the *Environmental Protection and Enhancement Act*
- water wells less than 150 m (licensed in error)
- municipal water wells
- domestic and farm water wells
- test holes
- industrial waste disposal wells, Class 1(a)
- oil sands evaluation (OV Lahee Class 11)
- farm and domestic gas wells **not** drilled by industry as an oil or gas well
- training wells (if there is no penetration of a hydrocarbon formation and they are used solely for the testing of downhole tools and/or training of personnel to use such tools)

Facilities (*Directive 056* code provided in brackets)

- facilities designated as contaminated under section 110 of the *Environmental Protection and Enhancement Act*
- mine site or coal processing plant as defined in the *Coal Conservation Act*
- mine site or processing plant as defined in the *Oil Sands Conservation Rules*
- oil sands central processing facilities having a design capacity of 5000 m³/day or greater

- sulphur recovery facilities (600), except those licensed under *Directive 056* as a Facility Category Type 300 (producing less than 1 ton of sulphur per day)
- oilfield waste management facilities that require a Waste Management Approval (see *ID 2000-03*)
- standalone straddle plants (200, 302)
- refineries as defined in the *Pipeline Act*
- sites on which a sulphur recovery straddle plant or oil sands central processing facility having a design capacity of 5000 m³/day or greater previously existed
- facilities listed in the *Oil and Gas Conservation Rules* as exempt from this program

Pipelines

- gas transmission pipelines and associated compression and measurement facilities licensed to the licensee of the pipeline
- oil transmission pipelines and associated storage, pumping, and measurement facilities licensed to the licensee of the pipeline

Appendix 2 Licence Transfer Process and LMR Assessments

1 Electronic Submission of Applications

Agreements for the purchase and sale of AER-licensed wells, facilities, and pipelines do not effect a transfer of the associated licences unless and until the AER approves the related licence transfer application.

A licence transfer application must be submitted electronically through the AER's Licence Transfer System (LTS), accessed through the Digital Data Submission (DDS) system.

A licensee can access the DDS system through the AER website, www.aer.ca, using the identification code and password established for the licensee. AER Information Dissemination Services is responsible for assigning DDS access codes and passwords. A licensee that is not able to access the DDS system for any reason should e-mail DDSAdministrator@aer.ca for assistance. Licensees are requested to contact their system administrator to determine their current DDS access status before contacting the AER.

Regardless of their liability management program classification, well, facility, and pipeline licences may all be included within a single application.

The AER will process licence transfer applications as they are received. It will not hold an application pending receipt of a subsequent application(s) in order to facilitate an LMR assessment of the combined applications.

2 Application Requirements

The transferor, the transferee, or an authorized agent or consultant acting on their behalf may submit a licence transfer application in accordance with this directive. Information on agent appointments is in *Directive 067: Applying for Approval to Hold EUB Licences*.

The applicant is responsible for filing a complete and accurate application and for advising the other party that the application has been submitted to the AER.

Before a licence transfer application will be accepted by the LTS system, both parties (i.e., the transferor and the transferee) must confirm that the information in the application is correct and accept a declaration stating that they have complied with a list of specified AER requirements.

A licence transfer application that is submitted by one party but not accepted by the other party within 90 days will be closed and the submitting licensee advised of its closure. This procedure is designed to ensure a timely process for determining the party responsible for licences contained within an application.

3 AER Identification Code

The LTS system will not accept a licence transfer application unless both the transferor and transferee have an AER identification code that permits the holding of all licence types within the licence transfer application. Additional information on AER identification code requirements is in *Directive 067*.

4 Corporate Compliance Record

The AER will review the compliance record of both the transferor and transferee as part of its licence transfer application process. If either the transferor or transferee has a Refer status or there is evidence of other significant noncompliances on the part of either party, the application is considered nonroutine. The AER will assess the circumstances surrounding the proposed transfer, including the nature and complexity of the issues that caused any compliance issues identified by the AER, to determine whether regulatory requirements have been satisfied and whether a security deposit will be required. A nonroutine licence transfer application requires additional time to process. The AER may determine that it is not in the public interest to approve the licence transfer application based on the compliance history of one or both parties or their directors, officers, or security holders.

5 Working Interest Participants

Sections 16 and 17 of the *Oil and Gas Conservation Act* require a licensee to hold a working interest participation in each well or facility for which it is the licensee. Applicants must therefore provide current information about each working interest participant (including percentage of working interest) for every well and facility included in a licence transfer application.

6 Transfer of Abandoned Wells and Facilities and of Discontinued Pipelines

If all other requirements have been met, the AER permits licences for abandoned wells and facilities and discontinued pipelines to be transferred only in the following cases:

- a) a licence for a well that has been abandoned in compliance with AER requirements and is shown in AER records as surface abandoned (cut, capped, and properly reported) and that requires but is not in receipt of a reclamation certificate or its equivalent from the appropriate regulatory authority, or
- b) a licence for a facility that has been abandoned in compliance with AER requirements and is shown in AER records as abandoned that requires but is not in receipt of a reclamation certificate or its equivalent from the appropriate regulatory authority.

The AER does **NOT** permit licences for abandoned wells and facilities and for discontinued pipelines to be transferred in the following cases:

- a) a licence for a well or facility that is abandoned and is in receipt of a reclamation certificate or its equivalent from the appropriate regulatory authority;
- b) a licence for a well or facility that is abandoned and is classified as “reclamation exempt”; and
- c) a licence for a well or facility that is abandoned and is in receipt of an overlapping reclamation certificate exemption for its surface location.

Note that AER approval of a transfer of an abandoned well licence does **NOT** permit the new licensee to re-enter that well. A licensee that intends to re-enter an abandoned well or reactivate an abandoned pipeline must submit an application in accordance with *Directive 056*.

7 Transfer of Gas Plants

A licence for a 40-well equivalent non-sulphur recovery gas plant cannot be transferred unless the facility has a liability cost estimate based on a site-specific liability assessment meeting the requirements of *Directive 001* accepted by the AER.

A licence for a 20-well equivalent non-sulphur recovery gas plant cannot be transferred unless the facility has a liability cost estimate based on a site-specific Phase I environmental site assessment accepted by the AER.

A licence for a 10-well equivalent non-sulphur recovery gas plant cannot be transferred unless the facility has a liability cost estimate based on a site-specific corporate estimate meeting Canadian Institute of Chartered Accountants (CICA) standards.

8 Licence Transfer LMR Assessments—Security Deposit Requirements

On receipt of a licence transfer application, the AER will conduct an LMR assessment of both the transferor and the transferee. The licence transfer LMR assessment is conducted as if the transfer were approved (post-transfer LMR).

If both the transferor and transferee have a post-transfer LMR equal to or exceeding 1.0, a security deposit will not be required from either party.

If either the transferor or transferee has a post-transfer LMR below 1.0, the AER will require a security deposit in an amount representing the difference between its deemed liabilities and deemed assets plus any existing liability management security deposits. This security deposit must be received by the AER before the licence transfer application is approved.

An application that contains pipeline licences that are not “designated problem sites” will not result in the generation of an LMR assessment of either the transferor or transferee.

9 Licence Transfer LMR Assessments—Security Deposit Due Dates

A transferor or transferee required to submit a security deposit as a result of a licence transfer application will have 30 days from the licence transfer LMR assessment date to provide the required security deposit to the AER. The AER will advise a transferor or transferee in writing of the amount of any security deposit required and of the date by which the security deposit must be received.

If a transferor or transferee has an outstanding monthly LMR assessment and is required to submit a further security deposit as a result of a licence transfer application, it will have until the expiry of the due date for payment of the monthly LMR assessment to submit that security deposit and 30 days from the transfer LMR assessment date to submit the incremental security deposit required.

If a required security deposit is not received by the due date, the licence transfer application will be closed and the transferor will be required to establish that it retains the rights to hold any licence included within the cancelled licence transfer application.

10 Licence Transfer Decision

The AER may approve, approve with conditions, or deny a licence transfer application. The AER may determine that it is not in the public interest to approve the licence transfer application based on the compliance history of one or both parties or their directors, officers, or security holders. In cases where numerous recent noncompliance events have occurred, or a “named individual” (*OGCA*, section 106) is involved in the licence transfer, or the licence transfer poses a risk to the Orphan Fund, the AER may deny the application or impose conditions on the approval (e.g., require a security deposit).

The AER will convey its decision regarding a licence transfer application to both the transferor and the transferee. If a transferor or transferee is represented by an agent or uses the services of a consultant, the AER will also provide notice of its decision to the agent or consultant.

The licensee of record (transferor) remains responsible to comply with all applicable regulatory requirements for any well, facility, or pipeline in a licence transfer application until the AER approves the transfer. On approval of a licence transfer application, the new licensee of record (transferee) becomes responsible for any well, facility, or pipeline licence in the application as of the effective date of the transfer.

Appendix 3 Licence Status Change Notification Process

The AER requires accurate information on the operational status of wells, facilities, and pipelines to correctly determine their abandonment and reclamation liability in monthly and licence transfer LMR assessments and for use in the orphan levy calculation. Accordingly, licensees must notify AER Liability Management within 30 days when a gas plant licence is amended to an operating function other than a gas plant (i.e., compressor station, battery). The liability cost of a gas plant is based upon the current submitted site-specific liability assessment (SSLA). A gas plant's liability cost does not change when the licence is amended, the liability only changes when a new SSLA is accepted by the AER.

1 Electronic Submission of Notification

A licence status change notification must be submitted electronically through the AER's Digital Data Submission (DDS) system and the appropriate subsystem. Facility abandonment notifications, linked facility notifications, and well licence name change notifications are submitted using the Licence Notification System (LNS) subsystem, while multiwell pad notifications are submitted on the Multi Licence Pad (MLP) subsystem.

2 Well and Facility Abandonment Notification

A licensee must notify the AER within 30 days of the completion of the abandonment of a licensed well or facility. A licensee is required to identify all WIPs in the well or facility at the time of abandonment, with WIP participation totalling 100 per cent.

3 Linked Facility Notification

Directive 056 permits a licensee to "link" a nonproduction reporting facility to the first downstream production reporting facility to which it delivers product. A nonproduction reporting facility can only be linked to one production reporting facility at a time, while a reporting facility may have more than one nonproduction reporting facility linked to it.

4 Well Name Change Notification

The AER does not use well names and encourages licensees not to submit a well name change notification. At this time, however, a licensee remains able to submit a well name change notification to the AER through the LNS subsystem or, for wells included in a licence transfer application, as part of that application. A proposed well name change must be consistent with the *Oil and Gas Conservation Rules*. The AER does not accept notification of facility name or facility name changes.

5 Multiwell Pad Notification

A licensee may establish a multiwell pad for those sites on which it has more than one well on a single surface lease. Both the well licences and the surface lease must be held by the same licensee. The establishment of a multiwell pad provides for a reduction in the reclamation liability of the wells located on the pad. (Refer to appendix 6, "Deemed Liabilities," for details of this calculation.)

Appendix 4 LMR and LLR Assessment Formulas

1) Calculation of LMR Rating

The following LMR formula is applicable to producer licensees in the LLR Program:

$$\text{LMR} = \frac{\text{DA in LLR}}{\text{DL in LLR} + \text{DL in LFP (if any)} + \text{DL in OWL (if any)}}$$

where

DA = deemed assets

DL = deemed liabilities

The following LMR formula is applicable to NPL and eligible producer licensees in the LLR:

$$\text{LMR} = \frac{\text{DA in LLR} + \text{DA in LFP (if any)} + \text{DA in OWL (if any)}}{\text{DL in LLR} + \text{DL in LFP (if any)} + \text{DL in OWL (if any)}}$$

The calculation of a licensee's deemed assets and deemed liabilities in the LLR are detailed in appendix 5, "Deemed Assets," and appendix 6, "Deemed Liabilities."

2) Calculation of LLR

The following LLR formula is applicable to producer licensees in the LLR Program:

$$\text{LLR} = \frac{\text{m}^3\text{OE} \times \text{Industry netback} \times 3 \text{ years}}{\text{Sum of the deemed liabilities}}$$

The following LLR formula is applicable to NPLs and eligible producer licensees in the LLR Program:

$$\text{LLR} = \frac{(\text{NPL vol.} \times \text{Licensee netback} \times 3 \text{ years}) + (\text{m}^3\text{OE (if any)} \times \text{Industry netback} \times 3 \text{ years})}{\text{Sum of the deemed liabilities}}$$

Appendix 5 Deemed Assets

The deemed assets of a producer licensee, eligible producer licensee, and nonproducer licensee (NPL), while based on the same principles and methodology, are determined using different parameters and volumes.

1 Producer Licensee

The deemed assets of a producer licensee is the cash flow derived from oil and gas production reported to Petrinex from wells for which it is the licensee. Deemed assets are calculated by multiplying a licensee's reported production of oil and gas from the preceding 12 calendar months in cubic metres oil equivalent (m^3 OE) by the 3-year average industry netback by 3 years, where

- m^3 OE is defined as the 12-month production of oil plus gas volumes reduced by a *shrinkage factor* (sales gas) and a *gas/oil (m^3 OE) conversion factor*. Crude oil, bitumen, and field condensate are treated as oil. Natural gas liquid revenue is included in the gas revenue. Sulphur is excluded.
- The *shrinkage factor* is a rolling 3-year provincial industry average.
- The m^3 OE conversion factor is a rolling 3-year provincial industry average.
- *Industry netback* is a rolling 3-year provincial industry average netback.

The current *shrinkage factor*, m^3 OE conversion factor, and *industry netback* factors are in *Directive 011*. These parameters will be updated as appropriate and in conjunction with updated deemed liability parameters.

The AER's use of production information reported to Petrinex results in a 2-month delay between the last day of a production month and the date that month's production is available for use in the LLR calculation. This delay accommodates the late submission of production information and subsequent data corrections.

2 Eligible Producer Licensees

The deemed asset of an eligible producer licensee is the sum of its cash flow derived from oil and gas production reported to Petrinex from wells for which it is the licensee calculated in accordance with section 1, and the cash flow derived from midstream activity from wells or facilities for which it is the licensee calculated in accordance with section 3.

3 Nonproducer Licensees

Due to the limited number of licensees in this industry subsector and the mix of public and private companies, the determination of an industry average netback is not possible. As a result, each NPL must calculate its own netback and have it reviewed and approved by the AER annually.

An NPL must submit its request for an approval of a netback to the AER on the designated form (appendix 12), together with all required supporting documentation. The AER treats financial information submitted in support of an NPL netback as confidential. An approved netback is valid for a 12-month period, commencing the month it was approved by the AER. An NPL must submit a request for approval of its netback for the following year 30 days before the expiry of its approved 12-month period.

Failure to submit or to obtain AER approval of its netback will result in the NPL's netback being set at \$0.00 and the requirement for the NPL to place a security deposit with the AER to offset all of the NPL's calculated deemed liability.

An NPL not prepared to provide the financial information required by the AER to verify a netback calculation must submit a security deposit for 100 per cent of its deemed liability.

The deemed asset of an NPL is the sum of the cash flow derived from facility throughput of water injection/disposal, oil processing, and gas processing reported to Petrinex from facilities for which it is the licensee, and the cash flow derived from oil and gas production reported to Petrinex from any well for which it is the licensee.

The deemed asset of an NPL is calculated by multiplying the NPL volume from the preceding 12 calendar months by the NPL's netback by 3 years, where

- *NPL volume* is defined as the 12-month volume of oil, gas, and water processed or injected through the licensee's facilities (an NPL processing oil or gas from wells for which it is the licensee must subtract these volumes in its NPL deemed asset calculation), and
- *NPL netback* is defined as the NPL's net profit per unit of volume processed or injected.

If an NPL has oil or gas production, the cash flow derived from those volumes will be determined in accordance with section 1 using the **industry average netback** and will be included in the deemed asset calculation.

4 Calculating Deemed Assets—Gas Storage Operators

Because gas storage wells may report either production or injection on a monthly basis, a means of including an appropriate asset value in the calculation of deemed assets is needed. A licensee operating a gas storage facility is required to identify storage wells that form part of a particular storage facility and to report the minimum operating pressure and the storage facility production rate at that pressure as part of its annual storage filing with the AER.

A licensee operating a gas storage facility is to add its m³ OE for AER-approved storage facilities, instead of its actual production from these wells, to its m³ OE.

m³ OE for AER-approved storage facilities is defined as the production rate that a licensee's storage facilities would be capable of at the minimum reservoir pressure experienced in the previous storage facility reporting period.

5 Gas Plants Having a *Directive 001* Liability Assessment

An NPL having a gas plant on which the AER has accepted a liability assessment meeting the requirements of *Directive 001* may calculate the deemed asset value of that gas plant using a facility-specific netback. An NPL exercising this option must provide the AER with a completed Facility Netback Calculation Form (appendix 12) and required supporting documentation. Should an NPL exercising this option already have an approved licensee netback, it must provide the AER with an updated Nonproducer Licensee Netback Calculation Form (appendix 10) that excludes any volumes associated with that facility, as well as any required documentation.

Appendix 6 Deemed Liabilities

The deemed liability of a producer licensee, eligible producer licensee, and nonproducer licensee (NPL) is determined in the same manner. The deemed liability of a licensee is the sum of the costs to suspend, abandon, remediate, and reclaim all wells and facilities for which it is the licensee, adjusted for status (active, inactive, abandoned, and problem site designation).

1 Definitions

For the purpose of the LLR Program, terms are defined as follows:

- *Active well* is a well that has reported an operation (production or injection) to Petrinex in the last 12 calendar months or is classified as an observation well by the AER.
- *Active facility* is a facility that has reported an operation (throughput) to Petrinex in the last 12 calendar months or is a nonproduction reporting facility linked to an active facility.
- *Inactive well* is a well that has not reported an operation (production or injection) to Petrinex in the last 12 calendar months.
- *Inactive facility* is a facility that has not reported throughput to Petrinex in the last 12 calendar months or is a nonproduction reporting facility that has not been linked or that has been linked to an inactive facility.
- *Abandoned unreclaimed well* is a well that according to the records of the AER has been “surface abandoned” but is not in receipt of a reclamation certificate or its equivalent from the appropriate regulatory authority.
- *Abandoned unreclaimed facility* is a facility that according to the records of the AER has been abandoned but is not in receipt of a reclamation certificate or its equivalent from the appropriate regulatory authority.
- *Gas plant* is a facility licensed by the AER through *Directive 056* as a gas processing or gas fractionating plant (codes 010, 011, 300, 301, 400, 401) that is not included in the Large Facility Liability Management Program.
- *Potential problem site* is a site identified by the AER as having
 - a potential abandonment liability equal to or greater than 4 times the amount normally calculated for that type of site in that regional abandonment cost area, or
 - a potential reclamation liability equal to or greater than 4 times the amount normally calculated for that type of site in that regional reclamation cost area.
- *Designated problem site* is a site designated by the AER on the basis of a cost estimate determined from an assessment conducted according to *Directive 001* that shows that the site’s

- abandonment liability equals or exceeds 4 times the amount normally calculated for that type of site in that regional abandonment cost area, or
 - reclamation liability equals or exceeds 4 times the amount normally calculated for that type of site in that regional reclamation cost area.
- *Facility Well Equivalent Table* is the table below that provides the well equivalent for each facility based on its category or fluid type and licensed design capacity:

Facility Well Equivalent Table

Category/Fluid Type	Licensed Design Capacity	Well Equivalent
Oil/bitumen processing or injection/disposal facility	0-50 m ³ fluid/day	5
	> 50 m ³ ≤500 m ³ /day	10
	> 500 m ³ ≤3000 m ³ /day	20
	> 3000 m ³ /day	40
Oil/bitumen satellite	Any throughput level	2
Line heaters	Any throughput levels	2
Gas processing facility	0-900 10 ³ m ³ gas inlet/day	10
	>900 10 ³ m ³ /day ≤2500 10 ³ m ³ /day	20
	>2500 10 ³ m ³ /day	40
Gas (compressor, dehydration, etc.) facility	Any throughput level	5

- *New well* is a well that has not been abandoned within 12 calendar months of its finished drilling date.
- *New facility* is a facility that has not reported throughput or been abandoned within 12 calendar months of its licence approval date.
- *Non-gas plant* is any facility licensed by the AER through *Directive 056* not having a facility type description of gas processing plant or gas fractionating plant.
- *Abandonment cost estimate acceptable to the AER* is an abandonment cost estimate based on a site-specific liability assessment conducted according to *Directive 001* and submitted to the AER in the specified level of detail.
- *Reclamation cost estimate acceptable to the AER* is a reclamation cost based on a site-specific liability assessment conducted according to *Directive 001* and submitted to the AER in the specified level of detail.

- *Regional Abandonment Cost Map* is the map provided as appendix 8. This map illustrates the boundaries of the geographic regions for which average well abandonment costs are determined.
- *Regional Reclamation Cost Map* is the map provided as appendix 9. This map illustrates the boundaries of the geographic regions for which average well and facility well equivalent costs are determined.

2 Calculation of Deemed Liability

While the deemed liability of a well or facility includes the costs to suspend, abandon, remediate, and reclaim the site, this liability is captured under the terms abandonment and reclamation.

2.1 Deemed Liability of a Well

The deemed liability of a well is the sum of its abandonment and reclamation liability. The liability for an abandoned but uncertified or unreclaimed well is solely its reclamation cost.

The abandonment liability of a well is determined on a site-specific basis using the AER's licence cost processing program. It estimates the cost to abandon a well based on the depth of the well, the number of events requiring abandonment, the requirement for groundwater protection, and whether there is gas migration or surface casing vent flows. The wellbore configuration is based on the current operational status of the well (e.g., "crude oil pumping" considers the well to have tubing and rods) or, in the case of a suspended well, the last reported operational status issued. The requirement for groundwater protection is included in the calculation if the surface casing depth is less than the deepest aquifer requiring protection.

The reclamation liability of a well is the cost specified by the Regional Reclamation Cost Map for the area in which the well is located.

2.1.1 Deemed Liability of a New Well

A new well, as defined in this directive, will not have its deemed liability included in its LLR calculation until the earlier of its abandonment date or 12 calendar months from its finished drilling date.

2.1.2 Deemed Liability of a Multiwell Pad

The abandonment liability for wells located on a multiwell pad is the sum of the abandonment liability calculated for each well located on the pad. The reclamation liability for wells located on a multiwell pad is 100 per cent of the reclamation cost specified for a well in the Regional Reclamation Cost Map area in which the pad is located for the first well plus 10 per cent of that value for each additional well on the same pad.

2.2 Deemed Liability of a Non-Gas Plant Facility

The deemed liability of a non-gas plant facility is the sum of its abandonment liability plus its reclamation liability. The liability for an abandoned but uncertified or unreclaimed facility is solely its reclamation cost.

The abandonment liability of a non-gas plant facility is determined by multiplying its well equivalent, determined from the Facility Well Equivalent Table, by the well equivalent cost.

The reclamation liability of a non-gas plant facility is determined by multiplying its well equivalent, determined from the Facility Well Equivalent Table, by the cost specified by the Regional Reclamation Cost Map for the area in which the facility is located.

2.3 Deemed Liability of a Gas Plant

The cost estimates must be the total undiscounted current-day estimates for suspension, abandonment, remediation, and reclamation.

The deemed liability of a 40-well-equivalent gas plant is the cost estimate based on a site-specific liability assessment meeting the requirements of *Directive 001* provided by the licensee and accepted by the AER.

The deemed liability of a 20-well-equivalent gas plant is the cost estimate based on a site-specific Phase I environmental site assessment, with additional work to a Phase II environmental site assessment standard where required by the results of the Phase I assessment, that is provided by the licensee and accepted by the AER.

The deemed liability of a 10-well-equivalent gas plant is the cost estimate based on a site-specific liability assessment meeting Canadian Institute of Chartered Accountants (CICA) standards that is provided by the licensee and accepted by the AER.

Gas Plant Cost Estimates

All site-specific liability assessments provided for gas plants must be completed using the Facility Liability Declaration Form (appendix 11) and submitted electronically to the AER through its DDS system.

Gas plant cost estimates must reflect the total undiscounted current-day cost to suspend, abandon, remediate, and reclaim the site, and identify any seller-retained liability.

The AER will review submitted Facility Liability Declaration Forms; if the AER considers that a facility cost estimate deviates significantly from that of similar facilities, it may require the licensee to provide all supporting documentation on which the cost estimate was based and conduct a detailed review of the cost estimate and documentation.

2.4 Deemed Liability of a Facility

2.4.1 Deemed Liability of a Linked Facility

In accordance with *Directive 056*, a nonproduction reporting facility (satellite, compressor) **may** be “linked” to the first downstream production reporting facility to which it delivers product. The linked nonproduction reporting entity receives the active or inactive status of the production reporting entity to which it is linked. A nonreporting facility that is not linked to a production reporting entity will be identified as inactive.

2.4.2 Deemed Liability of a New Facility

A new facility, as defined in this directive, will not have its deemed abandonment and reclamation liability included in its LLR calculation until the earliest of its first reported throughput, abandonment date, or 12 calendar months from its licence approval date.

2.5 Pipelines

A pipeline licence is not considered in the calculation of deemed liabilities unless it is a designated problem site.

2.6 Problem Sites

2.6.1 Potential Problem Site

A “potential problem site” is identified by the AER through an on-site inspection. This inspection may be conducted in the course of normal AER field activities or in response to a request from a landowner. If an inspection indicates that a site’s abandonment or reclamation liability equals or exceeds 4 times the amount normally calculated for that type of site in that abandonment or reclamation region, the site will be classified as a potential problem site. See *Directive 001* for conditions that may result in this classification.

The AER will advise a licensee of any site identified as a potential problem site and provide the licensee with an opportunity to respond to the identification. If a licensee cannot establish that the potential problem site identification was in error, the licensee must have a site-specific liability assessment conducted on the site in accordance with AER *Directive 001* at its expense and within the time period specified by the AER.

If a site-specific liability assessment acceptable to the AER is conducted on a potential problem site and the assessment confirms that site has an abandonment liability less than 4 times the cost determined by the Regional Abandonment Cost Map or a reclamation liability less than 4 times the cost determined by the Regional Reclamation Cost Map, the potential problem site classification will be removed.

If a site-specific liability assessment acceptable to the AER is conducted on a potential problem site and the assessment confirms that the site has an abandonment liability equal to or greater than 4 times the cost determined by the Regional Abandonment Cost Map or a reclamation liability equal to or greater than 4 times the cost determined by the Regional Reclamation Cost Map, the site will be classified as a “designated problem site.” That designation will remain in effect until abandonment or reclamation work has been conducted on the site and a subsequent site-specific liability assessment acceptable to the AER estimates the associated costs at less than 4 times the amounts normally calculated for that site. The deemed liability of a former designated problem site will subsequently be the new estimated amount.

The costs determined from a site-specific liability assessment accepted by the AER will be used in calculating the deemed liability of the assessed site regardless of whether those costs are higher or lower than those that would ordinarily be determined by the LLR formula.

While the liability assessment is being prepared, for monthly LMR assessment purposes the liability of a potential problem site is calculated as if it were not a potential problem site.

For licence transfer LMR assessment purposes, the liability calculated for a potential problem site included in an application is

- the sum of its calculated abandonment cost and 20 times the reclamation cost for that type of site in that reclamation cost area where a site-specific reclamation assessment is required, or
- the sum of its calculated reclamation cost and 20 times the abandonment cost for that type of site in that abandonment cost area where a site-specific abandonment assessment is required, or
- the sum of 20 times the abandonment cost for that type of site in that abandonment cost area and 20 times the reclamation cost for that type of site in that reclamation cost where a site-specific abandonment and reclamation assessment is required.

A licensee acquiring a potential problem site will have the site’s liability calculated at this higher rate for monthly and transfer LMR assessments until the potential problem site identification is removed or converted to a designated problem site.

If a licensee of a potential problem site proposes to transfer a well and/or facility licence to another party while remaining the licensee of the potential problem site, the AER will assess whether approval of the transfer will result in the transferor having sufficient deemed assets to address the liability of the potential problem site and whether approval of the proposed licence transfer application is in the public interest.

2.6.2 Voluntary Disclosure of a Potential Problem Site

A licensee may voluntarily advise the AER of a potential problem site and, in so doing, propose its own schedule for completing a liability assessment conducted according to *Directive 001*. Self-disclosure of a potential problem site by a licensee enables the AER to develop a more comprehensive inventory of higher liability sites. A licensee advising the AER of potential problem sites is ordinarily permitted to conduct the site-specific liability assessment on the identified site in accordance with its own schedule and is not required to conduct a site-specific assessment within a specified period of time. The voluntary identification of a potential problem site by a licensee does not preclude the AER from requiring a site-specific liability assessment to be conducted within a specified period if it is in the public interest.

While the liability assessment is being prepared, for monthly LMR assessment purposes the liability of a self-disclosed potential problem site is calculated as if it were not a potential problem site. For transfer LMR assessment purposes, the liability of a self-disclosed potential problem site is calculated in the same manner as a potential problem site identified by the AER. Once reviewed and accepted by the AER, the costs estimated from the site-specific assessment are used in calculating the deemed liability of the assessed site.

2.6.3 Designated Problem Site

If a site-specific liability assessment conducted on a potential problem site confirms that the site has an abandonment liability equal to or greater than 4 times the cost determined by the Regional Abandonment Cost Map or a reclamation liability equal to or greater than 4 times the cost determined by the Regional Reclamation Cost Map, the site will be classified as a designated problem site.

For both monthly and licence transfer LMR assessment purposes, the deemed liability of a designated problem site is the sum of its abandonment liabilities determined by the LMR formula (unless a site-specific abandonment assessment was conducted) and its reclamation liability determined by the LLR formula (unless a site-specific reclamation assessment was conducted). Costs determined from a liability assessment accepted by the AER are used in place of the costs that would ordinarily be determined by the LMR formula.

3 Deemed Liability Parameter Updates

The AER will update and publish

- the costs to be used for each region of the Regional Abandonment Cost Map,
- the costs to be used for each region of the Regional Reclamation Cost Map,
- the costs to be used for the Licence Cost Processor, and
- the facility well equivalent cost

in conjunction with the updating of deemed asset parameters in *Directive 011*.

Appendix 7 Variation of LLR Formula Parameters

1 Licensee-Initiated Request for Variation of an LLR Parameter

The LLR Program is based on the use of provincial and regional averages, and their use may not accurately reflect the deemed assets or deemed liabilities of a particular licensee. As a result, the AER will consider a request by a licensee that does not meet the LMR threshold of 1.0 for a variation of the following LLR parameters.

Any parameter variation request made under this section must be based upon licensee specific data for *all* parameters. This includes both deemed asset and deemed liability parameters for *all* wells and facilities and prevents licensees from only applying for variation of parameters believed to be high.

All site-specific liability assessments must be current and conducted in accordance with *Directive 001*.

The submission of a request for a variation does not eliminate or reduce a security deposit requirement determined by a monthly or transfer LMR assessment.

1.1 Licensee Netback

A licensee may request use of its own netback (including its own shrinkage and m³ OE conversion factors) rather than the industry average netback in the LLR formula if it believes its average three-year netback is higher than the industry average netback.

A licensee requesting a variation of its netback must submit a letter requesting the variation, a completed Licensee Netback Calculation Form (appendix 10), and financial information acceptable to the AER supporting its three-year historical netback, shrinkage, or conversion values. If a licensee does not have three years of history, its netback must include the industry average for those years required to make up the three-year period.

If a licensee-specific netback is approved as a result of a variation request, the approved netback will be used for the month the variation was approved and for each subsequent month until the industry average netback is updated by the AER. A licensee may request another variation of its netback after the industry netback has been updated, provided that its LMR remains below 1.0.

1.2 Well Abandonment Liability

A licensee may request the use of site-specific well abandonment costs rather than those determined by the AER's licence cost processing program in the LLR formula if it believes these more accurately reflect actual abandonment costs.

Well abandonment costs determined from a site-specific assessment acceptable to the AER will replace those determined by the LLR formula for the wells for the following three calendar years.

1.3 Well Reclamation Liability

A licensee may request the use of site-specific well reclamation costs rather than those determined by the Regional Reclamation Cost Map in the LLR formula if it believes these more accurately reflect actual reclamation costs.

Well reclamation costs determined from a site-specific assessment acceptable to the AER will replace those determined by the LLR formula for the wells for the following three calendar years.

1.4 Facility Abandonment Liability

A licensee may request that the AER accept the use of site-specific facility abandonment costs rather than those determined by the facility well equivalent and well equivalent cost factor in the LLR formula if it believes, and can establish to the AER's satisfaction, that these more accurately reflect actual abandonment costs.

If accepted and permitted by the AER, facility abandonment costs determined from a site-specific assessment acceptable to the AER will replace those determined by the LLR formula for the facilities for the following three calendar years.

1.5 Facility Reclamation Liability

A licensee may request the use of site-specific facility reclamation costs rather than those determined by the Regional Reclamation Cost Map in the LLR formula if it believes these more accurately reflect actual reclamation costs.

Facility reclamation costs determined from a site-specific assessment acceptable to the AER will replace those determined by the LLR formula for the facilities for the following three calendar years.

1.6 Outstanding Reclamation Certificate

A licensee may request a 50 per cent reduction in the reclamation liability determined for an abandoned well or facility by the LLR formula if all of the work required to obtain a reclamation certificate or its equivalent from the appropriate regulatory authority has been completed and the delay in obtaining a reclamation certificate is solely to re-establish vegetative cover.

A licensee requesting a variation of this assessment will be required to provide detailed reclamation cost estimates based on a site-specific assessment.

A reduction in a well's or facility's reclamation costs based on an assessment acceptable to the AER will replace those determined by the LLR formula for the well or facility for the next 12

calendar months. Should a reclamation certificate not be received within this period, a licensee may request another variation on such sites if it again does not meet the LMR threshold.

2 AER Review of LLR Parameters

The AER may initiate a detailed review of a licensee's LMR if it believes the LLR formula does not accurately reflect the licensee's deemed assets and/or deemed liabilities.

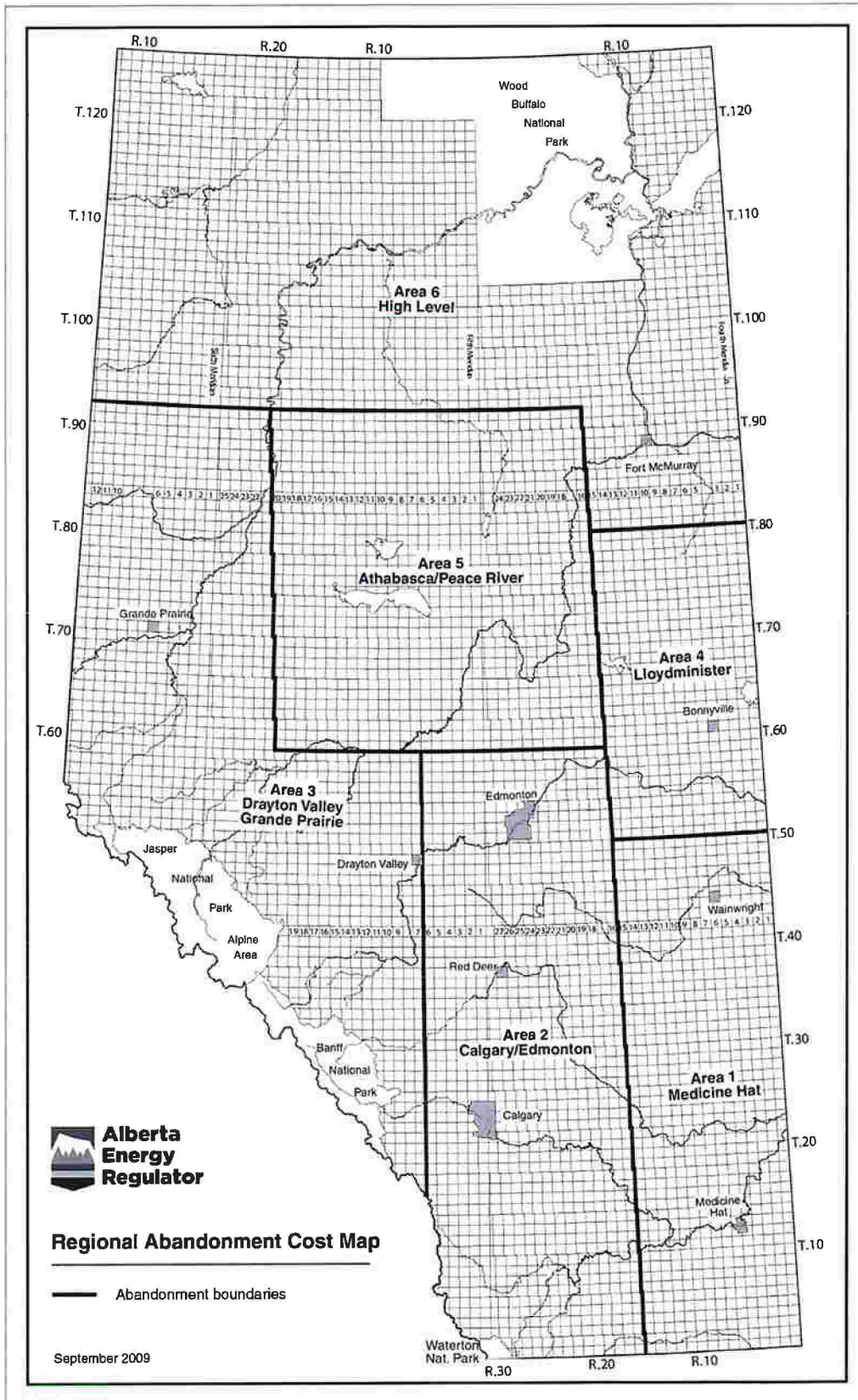
As part of its detailed review process, the AER may require information on all factors used by a licensee in determining its netback. If as a result of a detailed review the AER determines that a licensee's use of the industry average netback is not warranted, the licensee's netback will be used to calculate its LMR until the industry average netback is updated.

3 LLR Parameter Formula Variation Requests

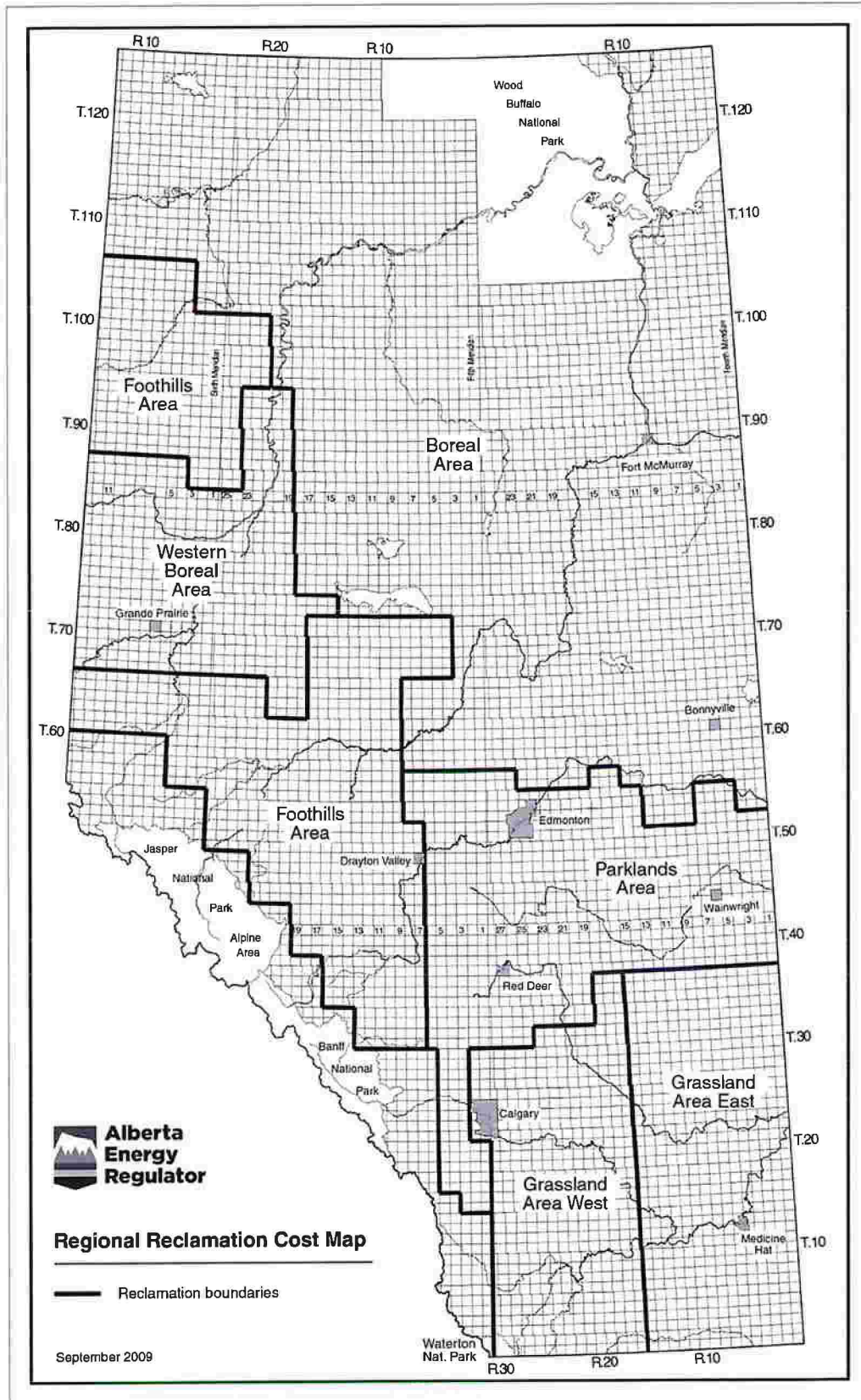
A licensee requesting a variation of LLR formula parameters must direct a written request and supporting documentation to the section leader of Liability Management.

Licensees requesting an LLR variation are not eligible for a waiver under section 4.2 of *Directive 001* when a Phase II ESA is required as part of a site-specific liability assessment.

Appendix 8 Regional Abandonment Cost Map



Appendix 9 Regional Reclamation Cost Map



Appendix 10 Licensee Netback Calculation Form

Licensee Netback Calculation Form



Date of completion:

Licensee name:

AER four-digit company code:

Licensee year-end:

Accounting data time period:

	Water injection/disposal	Oil processing	Gas processing	Other revenue	Total
Revenue (\$)					
Operating costs (\$)					
Specific general & administrative costs (\$)					
Net revenue (\$)					
Production volumes (m ³ or 10 ³ m ³)					
Netback (\$/m ³ or \$/10 ³ m ³)					

Note: A nonproducer licensee that is involved in more than one type of operation (injection/disposal, gas processing, oil processing) is required to complete the netback calculation separately for each type of operation.

The signature below certifies that the information contained within is complete and accurate.

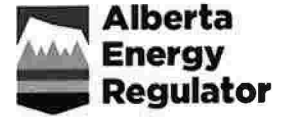
Name (printed):

Position:

Signature of corporate signing officer:

Appendix 11 Facility Liability Declaration Form

Facility Liability Declaration Form



Licensee name:

Facility location:

Facility name:

Facility AER licence number: F

Facility type:

- Sulphur recovery plant Straddle plant
 In situ oil sands central processing facility Historical sulphur recovery plant (currently operating as: _____)

Date of assessment:

Retained liability:

- Liability retained by previous licensee through contract (describe on attached sheet).

Cost Estimate

Each cost estimate reported must be the total undiscounted current-day estimate for complete asset retirement obligations (suspension, abandonment, remediation, and reclamation).

Suspension and abandonment (purging, dismantlement, and demolition costs)

Cost estimate:

Basis for estimate:

- fully meets *Directive 001*,
 based on a site-specific suspension and abandonment cost estimating model,
 based on a preliminary suspension and abandonment cost estimates, or
 CICA ("accounting estimate"/Best Engineering).

Remediation (soil and groundwater)

Cost estimate:

Basis for estimate:

- fully meets *Directive 001*,
 based on Phase I environmental site assessment,
 based on a Phase II environmental site assessment, or
 CICA ("accounting estimate"/Best Engineering).

Surface reclamation

Cost estimate:

Basis for estimate:

- fully meets *Directive 001*,
 based on a Phase I environmental site assessment,
 based on Phase II environmental site assessment, or
 CICA ("accounting estimate"/Best Engineering).

Total facility liability estimate:

Note: If your company is only able to provide the total facility liability estimate and has not done a detailed assessment of suspension, abandonment, remediation, or reclamation costs, please provide the basis for your estimate:

The signature below certifies that the information contained within is complete and accurate based on the best available information.

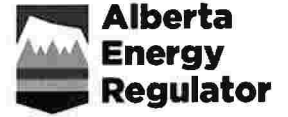
Signature of senior corporate officer or director:

Position and professional designation:

Date:

Appendix 12 Facility Netback Calculation Form

Facility Netback Calculation Form



See *Directive 006*, appendix 12, for instructions on how to complete this form.

Part A: Corporate Reconciliation					
Date of completion:					
Licensee name:					
AER four-digit company code:					
Licensee year-end:					
	LLR Program	LFP	OWL Program	Other revenue or expense	Total for company
Revenue					
Operating costs					
Specific general and administrative costs					
Net revenue					

Part B: Facility Netback Calculation for the _____ Program					
	Facility 1	Facility 2	Facility 3	Facility 4	Total
Facility AER licence or waste management approval number					
Facility type					
Licensee's percentage ownership of facility					
Revenue					
Operating costs					
Specific general and administrative costs					
Net revenue					
NPL volumes (m ³ or 10 ³ m ³)					
Netback (\$/m ³ or \$/10 ³ m ³)					

The signature below certifies that the information contained within is complete and accurate.

Name (printed):
Position:
Signature of corporate signing officer:

Completing the Netback Calculation Form

- The AER must be able to clearly track the financial information provided on the Facility Netback Calculation Form back to the financial statements provided. An in-house profit-and-loss statement and/or an explanation of the methodology used to come up with the entries on the Facility Netback Calculation Form may be required.
- All entries reported on the Facility Netback Calculation Form must correspond to the same accounting time period as the company's corporate year-end financial statements.
- Excluded revenues are to be recorded in the "Other revenue or expense" column to reconcile totals with the company's corporate year-end financial statements.
- If the licensee's net revenue is negative for all the facilities that would normally be recorded on the Facility Netback Calculation Form, no netback submission is required, as an asset value will not be generated for a negative net revenue value.
- For the purpose of the netback submission, net revenue refers to earnings before interest, taxes, and depreciation and is equal to gross margin (midstream revenue less cost of goods sold) less direct operating costs and applicable general and administrative costs.
- The netback under liability management programs is intended to represent the net revenue value that a similar midstream licensee could achieve if it operated the same midstream facility. Therefore, revenue and expense items that would not be typical of facility operations should be excluded from the netback calculations.
- "Corporate Officer" is a position listed in the corporation's bylaws and ordinarily includes president, vice president, treasurer, and secretary.

NPL Volumes

- *Directive 006* (LLR) and *Directive 024* (LFP) – "NPL volumes" refers to the total received inlet volumes reported to Petrinex against the reporting facility ID codes attached to your facility licences. Report only third-party volumes from which you generate revenue. Volumes from a licensee's own production are not to be included.
- *Directive 075* (OWL) – "NPL volumes" refers to the volume of material that has been removed from a facility and/or disposed of permanently at a facility via deep well disposal that was initially received as industrial or oilfield waste.

Large Facility Program (LFP)

- *Directive 024* LFP submissions for straddle plants require a five-year average netback. List each of the five years separately using the format in Part B. Submit the corresponding financial

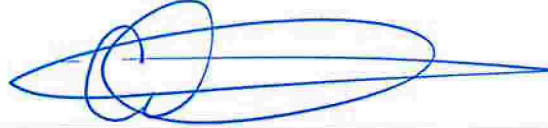
documentation for the most recent year-end. If five years' worth of financial information is not available for a facility, the AER will use the average for the number of years that a licensee has owned the facility until such time as a five-year average is available.

Oilfield Waste Liability (OWL) Program

- The first waste management (WM) facility that receives the waste volumes is the facility that is to record the revenue for netback calculation purposes. The volumes reported must correspond to the same accounting period as the licensee's most recent year-end.
- Under Petrinex, produced water going to a waste plant (WP) gets reported to the WP. Therefore, for those instances where the produced water is reported to a WP, the first WM facility that receives the produced water is the facility that is to record the volume and corresponding facility-specific netback for those volumes. The netback would not be reflected in the LLR Program in these instances.

Direct any questions by e-mail to LiabilityManagement@aer.ca or by phone to the Liability Management help line at 403-297-3113.

THIS IS EXHIBIT "B" TO THE
AFFIDAVIT OF MARIA LAVELLE
SWORN BEFORE ME AT Calgary, Alberta
this 21 day of October, 2020

A handwritten signature in blue ink, consisting of several overlapping loops and a long horizontal stroke extending to the right.

A Commissioner of Oaths in and for the Province of Alberta

**CATRINA WEBSTER
BARRISTER & SOLICITOR**

From: Maria Lavelle <Maria.Lavelle@aer.ca>
Sent: July 21, 2020 2:24 PM
To: Cameron, Jessica; Gurofsky, Robyn; Keely Cameron
Cc: Bonni Pierce; Kaitlin Szacki
Subject: Bow River Sales Process

Good afternoon – Thanks for meeting with us last week to walk through the proposed SISP and stalking horse in the Bow River CCAA and for the follow up on the possibility of white mapping the assets that are the subject of the stalking horse bid. In advance of Friday’s application, we wanted to let you know the AER’s position.

We will be reserving our position on the SISP and the stalking horse bid pending the outcome of the sales process. However, we have concerns if the effect of the sales process is that the stalking horse bidder selectively bids on assets to reduce their debt while leaving unfunded liabilities behind.

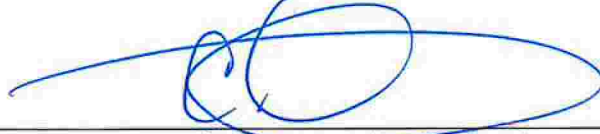
Thank you.

Regards, Maria

Maria Lavelle
Legal Counsel

Alberta Energy Regulator
e Maria.Lavelle@aer.ca tel 403-297-3736
Suite 1000, 250 – 5 Street SW, Calgary, Alberta T2P 0R4
inquiries 1-855-297-8311 24-hour emergency 1-800-222-6514 www.aer.ca

THIS IS EXHIBIT "C" TO THE
AFFIDAVIT OF MARIA LAVELLE
SWORN BEFORE ME AT Calgary, Alberta
this 21 day of October, 2020



A Commissioner of Oaths in and for the Province of Alberta

**CATRINA WEBSTER
BARRISTER & SOLICITOR**

Action No.: 2001-06997
E-File No.: EVQ20BOW

Appeal No.: _____

IN THE COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE OF EDMONTON

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.

PROCEEDINGS

Edmonton, Alberta
July 24, 2020

Transcript Management Services
Suite 1901-N, 601-5th Street SW
Calgary, Alberta T2P 5P7
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Email: TMS.Calgary@csadm.just.gov.ab.ca

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1 Proceedings taken in the Court of Queen's Bench of Alberta, Courthouse, Edmonton, Alberta

2

3

4 July 24, 2020

Morning Session

5

6 The Honourable

Court of Queen's Bench
of Alberta

7 Madam Justice Topolniski

8 (remote appearance)

9

10 R. Gurofsky (remote appearance)

For Bow River Energy Ltd.

11 M. Kelly (remote appearance)

For the Monitor's Office

12 C. Smith (remote appearance)

For the Monitor's Office

13 K. Cameron (remote appearance)

For the Monitor

14 M. Lemmens (remote appearance)

For Debentureholders

15 B. Pierce (remote appearance)

For Debentureholders

16 W. Roberts (remote appearance)

For Husky Energy Inc.

17 A. Stoicheff (remote appearance)

For Husky Energy Inc.

18 C. Dunne (remote appearance)

For Husky

19 E. Paplawski (remote appearance)

For Heritage Royalty

20 R. Gregory (remote appearance)

For Regional Municipality of Beaver River

21 E. Banfield (remote appearance)

For MD of Wainwright

22 M. Lavelle (remote appearance)

For AER

23

24 K. Pryor

Court Clerk

25

26

27 **Discussion**

28

29 THE COURT:

Thanks very much. Good morning, everyone.

30 Justice Topolniski here. And this is the matter of Bow River Energy. I have received a
31 number of materials with thanks to Ms. Gurofsky and Ms. Cameron for passing those on
32 at various hours of the day and night.

33

34 Ms. Cameron, Ms. Lemmens, your microphones are live, if you would not mind just --
35 everybody -- it is really hard to keep track of this, so if everyone would just click off their
36 mics, please.

37

38 MS. CAMERON:

Justice Topolniski, it's Ms. Cameron here. I
39 have muted my line on my cell phone. I sometimes drop the internet connection, so I --

40

41 THE COURT:

Okay.

1
2 MS. CAMERON: -- am unmuted on the Webex, but I will remain
3 on mute on my phone.
4

5 THE COURT: Okay. Great. Thanks very much.
6

7 So I am sure all of you have had experience recently with using the virtual courtrooms,
8 and you know, it is new technology for all of us, and we are all (INDISCERNIBLE), and
9 sometimes we experience glitches. So just if we can sort of try and keep in mind the
10 microphone off hit, and then, everyone, you will probably have to remind me, because I
11 will forget to turn mine back on. We all do it. If there is a problem at all with the
12 technology, just dial back into the courtroom, okay? If you need to reach me if we
13 somehow lose all connections, my cell phone number is 780-405-1408.
14

15 Okay. Ms. Gurofsky, this is your application. If you would be so kind as to conduct roll
16 call .
17

18 MS. GUROFSKY: Yes, My Lady. And -- and for the record, it's
19 Robyn Gurofsky from Borden Ladner Gervais. I am appearing -- appearing today on
20 behalf of the applicant, Bow River Energy Ltd. Can you hear me okay?
21

22 THE COURT: Very well. Thank you.
23

24 MS. GUROFSKY: Great.
25

26 Counsel in attendance today include Ms. Cameron -- Ms. Keely Cameron from Bennett
27 Jones. She acts for the Monitor. I see Mr. Kelly and Ms. Smith from the Monitor's office
28 dialled in today. I see Mr. Pierce, and I had understood Ms. Lemmens would be dialled
29 in. I'm not sure if she is.
30

31 THE COURT: I think, Ms. Gurofsky.
32

33 MS. GUROFSKY: Yes. And -- and they act for the
34 debentureholders. Mr. Gregory appears from Gregory Law Office. He acts for the
35 Regional Municipality of Beaver River in Saskatchewan. Mr. Roberts, I don't know if
36 he's here, but Ms. Stoicheff is. Oh, I see Mr. Roberts. They act for Husky Energy Inc.
37 And I believe Catherine Dunne from Husky is also present on the line. Ms. Paplawski
38 from Osler appears. She acts for Heritage Royalty Resource Corp. And Ms. Banfield
39 from RMRF is here. She acts for the M.D. of Wainwright from Alberta.
40

41 THE COURT: Okay. Have we missed anyone? If you are here

1 for someone, because of this format, we cannot see everybody's photos at the same time,
2 the video links at the same time. And so if you just pipe up if someone is here that we
3 have missed?
4

5 MS. LEMMENS: Hi, good morning, My Lady. Oh, sorry.
6 Ms. Matti Lemmens for the record. I -- I think that Ms. Gurofsky didn't see my picture
7 earlier, so I just want to make sure that you can hear me. I believe that Mr. Brad Pierce is
8 also on the line but not on the video, and he also is with me. He's acting for the
9 debentureholders.

10

11 THE COURT: Okay. And I can hear you just fine. And we
12 have got both you and Mr. Pierce on the roll call. Thanks, Ms. Lemmens.

13

14 MS. LEMMENS: Thank you.

15

16 THE COURT: All right.

17

18 MS. GUROFSKY: My Lady?

19

20 THE COURT: Yes.

21

22 MS. GUROFSKY: My Lady, I understand Ms. Lavelle from the
23 AER all -- was also intending to dial in, and I think she even wanted to speak on the
24 record today. I don't see her here, and I know she was having trouble dialling in. I'm just
25 going to send her a note, but if she's here already, perhaps she can advise.

26

27 THE COURT: I can tell you, Ms. Gurofsky, I do not see her. I
28 am flipping back and forth to try and get everybody. So perhaps you could just send her a
29 quick text. And that is Ms. Lavelle, and she is on behalf of the AER.

30

31 MS. GUROFSKY: Yes.

32

33 THE COURT: Shall we give her a few minutes, folks? It's
34 (INDISCERNIBLE).

35

36 MS. GUROFSKY: I -- I think so. I think it's important that she
37 listens to the submissions.

38

39 THE COURT: Okay. So let us everybody just turn off your
40 mikes. If you want to turn off your videos and drink coffee in peace, feel free to do that.
41 Ms. Gurofsky will give us a shout when we are ready to go. But let us check in in about,

1 you know, five minutes, because we are going to have to move at some point here. Okay?

2
3 (ADJOURNMENT)

4
5 THE COURT: Justice Topolniski. Okay. Everyone turn on
6 your videos, please, and turn off your mics. And we will just give Ms. Lavelle the brief
7 introduction again on our technology issues.

8
9 So, Ms. Lavelle, the matter of Bow River Energy. I do not know how much experience
10 you had yet with the Webex virtual court format, but occasionally we do run into bumps
11 with the technology. And so I just ask that everyone bear with us if that occurs.
12 Hopefully it will not. And if there is a big problem where things just go right off the rails,
13 hang up and dial back into the courtroom, okay?

14
15 The way that we can have the most (INDISCERNIBLE) communication is to have
16 everyone with their mics off until they speak. If anybody has an burning desire that they
17 just cannot hold themselves back and need to speak in the midst of someone else's
18 submissions, I ask you not to. But if you cannot stop yourself, put your hand up. I will be
19 watching as much of the screen as I can see, and we will go from there. Okay?

20
21 With that, are there any preliminary matters that we need to address before Ms. Gurofsky
22 gets underway with her application?

23
24 Oh, I do not have a video on. Hold on. See, this is nonstop learning.

25
26 Okay. Ms. Gurofsky, the floor is yours.

27
28 **Submissions by Ms. Gurofsky**

29
30 MS. GUROFSKY: Thank you, My Lady.

31
32 So we have gone through roll call. There's a -- a long list of people. I can advise you that
33 the service list will be the law firms. That's attached as Schedule A to our application. I
34 can also advise you that although there may be a party or parties, including Ms. Lavelle,
35 maybe she can speak on the record today that she's not anticipating any opposition to the
36 relief sought.

37
38 There is various relief sought today, as you will see. What I would first like to do is
39 briefly outline what that relief is. I'll take you through the various materials that were
40 filed into court of the relief sought. I'll walk you through service of those materials, and
41 then I will get to the substantive application.

1
2 Thank you.

3
4 So the relief sought is contained in two orders. Those orders were appended as schedules
5 to our application, although the (INDISCERNIBLE). And I do intend to take you through
6 the blackline order if we get there at the end of this hearing.

7
8 The first order contains a stay extension request to October 16th, 2020, the current stay
9 extension expiring next week. We are seeking approval of a settlement agreement
10 entered into by Bow River Energy and Husky Energy. We are seeking approval of
11 interim financing together with an interim financing charge from and in favour of Bow
12 River's secured creditors, certain of them, in the amount of 1.1 million dollars. And I can
13 note that if the settlement agreement is approved, these will be the first secured creditors
14 of Bow River. We are also seeking a sealing order with respect to confidential exhibits
15 contained in the third Belot affidavit and supplement to the third Belot affidavit. Those
16 are the unredacted versions of the Husky settlement agreement, one being executed, one
17 being not executed. That's the only difference between them. So that's the order first.

18
19 The second order deals primarily with the sale and investment solicitation process, or a
20 SISP. It seeks approval of Sayer Energy advisor and SISP advisor. It seeks approval of
21 the SISP which contains Stalking Horse process. It seeks approval of the Stalking Horse
22 APA, although you will note we're not seeking a (INDISCERNIBLE) investing order at
23 this time. We're just seeking approval to advance that APA as the Stalking Horse. Those
24 approvals have to come back to court at the end of this process so that
25 (INDISCERNIBLE). And -- and lastly, the Court -- Bow River, pardon me, seeks an
26 order from the Court sealing the confidential exhibits relating to the unredacted Sayer
27 engagement agreement.

28
29 You should have, My Lady, before you the application, the third affidavit of Mr. Daniel
30 Belot, and the second report of the Monitor. Those documents uncopied -- or unfiled
31 copies were served on the service list on Friday, July 17th. This matter was originally
32 scheduled to be before Justice Campbell in Calgary, and we had previously obtained
33 approval from her to extend our filing date to Friday instead of the prior Monday.
34 Unfortunately, due to a relationship -- a cordial relationship she had with Mr. Belot, we
35 thought it best to move the matter to Edmonton.

36
37 Those filed materials were circulated to the service list on the 20th, the following
38 Monday. Again, unfiled materials hadn't been served (INDISCERNIBLE) on the Friday.

39
40 We also provided Your Ladyship with some additional documents just to give you some
41 context and background of the proceedings. We provided you with the amended and

1 reinstated initial order, the two prior affidavits of Mr. Belot, Affidavits 1 and 2, and the
 2 Monitor's first report. We also filed a brief -- an actual brief brief on -- on July 20th, an
 3 unfiled copy which was circulated on that day, the filed copy circulated the following day.
 4 And, again, this (INDISCERNIBLE) and not been case managed, so we are able to
 5 provide a little bit more background in the brief, knowing that Your Ladyship would not
 6 have had any of the background in -- in (INDISCERNIBLE).

7
 8 And, finally, we also provided the -- a supplement to Mr. Belot's third affidavit. That
 9 supplement was prepared yesterday and served on the service list yesterday at about 4:10
 10 in the afternoon. And all that document does, is it contains an exhibit which is the
 11 executed copy of the settlement agreement previously appended to the third affidavit as
 12 well as an amending agreement to the Stalking Horse APA. And what that amending
 13 agreement does, is it adds some additional wells and facilities to the Stalking Horse bid in
 14 the same area. And (INDISCERNIBLE) why that was done in a moment.

15
 16 The last (INDISCERNIBLE) --

17
 18 THE COURT: Ms. Gurofsky --

19
 20 MS. GUROFSKY: -- (INDISCERNIBLE) yes.

21
 22 THE COURT: -- (INDISCERNIBLE). I will just let you know,
 23 I have read all of these materials, and I thank you for them. They are very
 24 comprehensive, and I did appreciate having a less-than-brief brief to fill me in on the
 25 background, okay?

26
 27 MS. GUROFSKY: Thank you.

28
 29 The last thing with respect to service I'll say is that (INDISCERNIBLE) relief sought
 30 today are a sealing order. I can advise that the clerk was given notice for
 31 (INDISCERNIBLE) provide notice to media with respect to this application. That notice
 32 was sent on July 15th in accordance with Rule 6.31. I'm not sure what the practice is on a
 33 commercial list in Edmonton, but these days in Calgary, compliance with the notice to
 34 media is -- is required. So I can advise that's been done.

35
 36 With all of that, I would submit, My Lady, service is in order, and all of this is set out in
 37 an affidavit of service of Ms. King (phonetic), which was sworn yesterday.

38
 39 So that brings me to the substantive portion of the relief sought which I would propose to
 40 address in the following order. My Lady, I recognize there's no opposition today, you've
 41 read everything, so at any point in time you wish me to move on, please don't hesitate to

1 let me know.

2

3 Oh, I'm sorry, you're on mute.

4

5 THE COURT: I told you it would happen.

6

7 So to start with the extension, I am just going to ask if there is any opposition to the
8 extension. I see that the Monitor is supportive of the extension. I have reviewed the
9 Monitor's report, indicating all of the efforts that have been taken to this point in time and
10 the affidavit information. And then you can tell me why you complied with the
11 requirements if no one objects. And we can just tic that one off. So --

12

13 MS. GUROFSKY: (INDISCERNIBLE)

14

15 THE COURT: -- before you begin, does anyone have anything
16 to say about the extension application?

17

18 It is a bit like running an auction with this. Hearing no one, all right, you can move on
19 with your application, and you can be brief with it.

20

21 **Submissions by Ms. Gurofsky (Stay Extension)**

22

23 MS. GUROFSKY: Thank you, My Lady. I -- I will be.

24

25 As you'll note in the affidavit and -- and the (INDISCERNIBLE) of relief sought today, I
26 would submit the company has been very busy advancing these proceeding --
27 proceedings. It's been about a month and-a-half (INDISCERNIBLE) indicated in the
28 initial order, and since then, the company has continued to engage with these
29 stakeholders. I can advise certain operations (INDISCERNIBLE), they've reviewed those
30 costs including through the issue of the disclaimer noted in the affidavit, the rotating
31 settlement with Husky, negotiated Stalking Horse APA with debentureholders and the
32 interim financing, (INDISCERNIBLE) SISP, it's engaged Sayer (INDISCERNIBLE) are
33 on the (INDISCERNIBLE). It's packed away in a data room in expectation of
34 (INDISCERNIBLE) and it has worked with Sayer to develop marketing materials such
35 that if the SISP order is granted today, they will be ready to receive the
36 (INDISCERNIBLE) immediately. And it has all the while continued to operate
37 responsibly as an oil and gas production company in the ordinary course.

38

39 The extension sought is to April 16th. We hope that -- oh, pardon me, October
40 (INDISCERNIBLE).

41

1 THE COURT: And my question, Ms. Gurofsky, is not long
2 enough. I mean, I appreciate everybody has been negotiating on this basis, but I just am
3 loathe to see people having to expend valuable assets to keep returning to court. And
4 October 16th is obviously a date that your client thinks is enough. Not for most --
5

6 MS. GUROFSKY: Well --

7
8 THE COURT: -- of -- in the middle now, but...
9

10 MS. GUROFSKY: I don't think it will be enough to complete the
11 entirety of this process. If we are lucky enough to get to negotiate purchase and sale
12 agreements by that point, we'll have to come back to court anyway to get sale and vesting
13 order, at which point in time we can add on a further stay extension to be efficient or
14 condense the application. We're hopeful that we'll be able to come back to court for
15 approval of sale and vesting order before October 16th. (INDISCERNIBLE) this order,
16 okay, worst-case scenario, this will give us enough time, and then we'll likely, I expect,
17 apply for a further stay extension at that time.
18

19 THE COURT: Okay. Thanks.
20

21 Now, I just want to turn to Monitor's counsel. Ms. Lemmens, Mr. Pierce, you are in
22 support of the stay extension, and you have outlined here clearly -- the Monitor has
23 outlined very clearly the steps that have been taken. Is there anything else that I should
24 know about at this juncture before considering this extension?
25

26 MS. CAMERON: Good morning, My Lady. It's Keely Cameron,
27 counsel for the Monitor.
28

29 THE COURT: I made a mistake, they are on with the
30 debentureholders. Fire away.
31

32 MS. CAMERON: Correct. There -- there's nothing additional that
33 I would add already than what's already been set out in the Monitor's report. As
34 mentioned in that report, the Monitor is supportive of the approach being taken by the
35 company in this application.
36

37 THE COURT: Thanks very much.
38

39 Do you need to tell me anything about the law, Ms. Gurofsky? Or do you want to just fire
40 away?
41

1 MS. GUROFSKY: No, My Lady, I -- I do absolutely need to tell
2 you -- well, and -- and also I would say in that respect, is that it's our position that Bow
3 River has been acting in good faith and with due diligence and (INDISCERNIBLE)
4 evidenced by the work that's done to date. It is keen to conclude its SISF in an efficient
5 manner and in a way that maximizes Stalking Horse stakeholders. And in that respect, I'd
6 submit that the stay extension (INDISCERNIBLE) in the circumstances.

7

8 **Decision (Stay Extension)**

9

10 THE COURT: All right. Subject to my hearing from anyone
11 else, I am going to give you one more chance here to address the stay.

12

13 Hearing nothing, I am satisfied from having reviewed the Monitor's report and the
14 evidence submitted in this case that this entity has indeed worked in good faith and with
15 due diligence. And, in fact, it is actually very impressive to see the number of
16 accomplishments that have been achieved in this short stay period that precedes this
17 application. And with that, I am satisfied that the extension to October 16 of this year is
18 perfectly reasonable and warranted. So check that one off your list.

19

20 MS. GUROFSKY: Thank you.

21

22 What I propose to do is move on to the Husky settlement agreement, because that's what
23 sets the stage for the other relief sought, if that pleases the Court.

24

25 THE COURT: Go ahead.

26

27 **Submissions by Ms. Gurofsky (Husky Settlement Agreement)**

28

29 MS. GUROFSKY: Thank you.

30

31 So this settlement agreement was borne out of a series of discussions held between Bow
32 River, Husky, and the debentureholders and Husky. It encompasses a -- a number of
33 claims primarily by Husky against Bow River but also small claims over
34 (INDISCERNIBLE) Husky and a claim Husky has asserted against the debentureholders,
35 which would also have an impact on Bow River. And the details of these claims are set
36 out between paragraphs 9 through 17 of the affidavit.

37

38 Very briefly, My Lady, Husky is owed just over 2.7 million dollars by Bow River. Some
39 of that is (INDISCERNIBLE). Some of that is (INDISCERNIBLE). Husky has
40 registered security against the (INDISCERNIBLE) claim, but it also has a royalty
41 agreement and a royalty interest it claims which amounts -- through which amounts

1 owing to Husky are to be paid. So the (INDISCERNIBLE) was really the catalyst that led
2 to the overall settlement discussion.

3
4 Bow River had raised early on in the proceedings some question about record of
5 (INDISCERNIBLE) interest is truly an interest in land given that it appears that
6 (INDISCERNIBLE) a security for a debt. And Justice Horner's recent decision in the
7 (INDISCERNIBLE) CCAA matter on -- more specifically in this issue, provides a basis
8 for -- for raising this question.

9
10 However, to complicate matters, Husky also (INDISCERNIBLE) a portion of Bow River
11 oil production. This means that on the 25th of any given month, Husky is holding a
12 significant portion of Bow River's production revenues from the prior month,
13 (INDISCERNIBLE) relation to where, it is just for the record. If production is sold in
14 May, it gets paid out on the 25th of the following month, in June.

15
16 So under this marketing agreement that Husky has with Bow River, it has lease rights as
17 well as well rights, safety plans, not just for amounts owing under the
18 (INDISCERNIBLE) agreement but for (INDISCERNIBLE) by Husky to -- or owing by
19 Bow River to Husky.

20
21 So starting on June 25th, Husky began holding back all of the production revenues it
22 holds for Bow River in May. This of course had a negative impact on the company's cash
23 flow. Husky also asserted it would hold back June's production and it would
24 (INDISCERNIBLE) this would continue until if the counterclaims was
25 (INDISCERNIBLE).

26
27 Now, to further compound matters, the debentureholders, secured creditors of Bow River,
28 had debentures which contained subordination clauses, pursuant to which they
29 subordinate their secured interest to Husky. Husky then (INDISCERNIBLE) debentures
30 (INDISCERNIBLE) about facility contracts. So there is some authority providing that
31 debenture does not require Husky to sign off on this. It's -- the debenture is agreeing to
32 take a subordinate position on Husky. But there's now circumstances that have been
33 uncovered in which it appears the debentures are the second (INDISCERNIBLE)
34 creditors, not the first. Husky is the first. It's a (INDISCERNIBLE). And Bow River
35 now needs to be (INDISCERNIBLE) marketing arrangements for (INDISCERNIBLE) oil
36 production. And in addition to all of that, Husky says to Bow River, You obtain your
37 second secured creditors (INDISCERNIBLE) to CCAA proceedings in preference to us,
38 we intend to pursue that. And, again, as I said, not only is this detrimental to the
39 debentureholders, but it also is -- or detrimental to Bow River, who would necessarily be
40 dragged in to further litigation, delaying the sales (INDISCERNIBLE), providing
41 uncertainty and additional cost.

1
2 So we have got multiple plans of potential litigation from (INDISCERNIBLE) at a time
3 when Bow River urgently needs to move forward with its strategic (INDISCERNIBLE).
4 Bow River ultimately negotiates with Husky in consultation with the Monitor to resolve
5 these issues by having certainty with respect to the outcome of multiple disputes, which
6 I've outlined. Without having to incur -- incur costs of litigation by eliminating what Bow
7 River views as an (INDISCERNIBLE) royalty interest over assets that it would like to sell
8 in the sales process. So by eliminating the royalty interest, Bow River believes these
9 assets are more attractive to a buyer, and it allows Bow River to be able to move forward
10 with the sales process, with certainty in place, which is highly desirable from Bow River's
11 perspective.

12
13 The settlement agreement said one more thing, and there was a question about
14 transferability of its (INDISCERNIBLE) license agreement that Bow River has with
15 Husky, just one more layer of the relationship. Bow River believes that prospective
16 purchasers (INDISCERNIBLE) of their assets would find that (INDISCERNIBLE)
17 agreement extremely valuable and (INDISCERNIBLE). So the second agreement also
18 contemplates Husky covenanting to transfer the licensing agreement to a purchaser, which
19 again, from Bow River's perspective, provides significant value in the process.

20
21 So for all of these reasons, My Lady, there is clearly a real and significant benefit to Bow
22 River's case, and in particular, efforts to maximize value for its stakeholders
23 (INDISCERNIBLE) entering into this settlement agreement. But, yes, the settlement
24 involves payment to Husky to resolve all of these issues and creates desired certainty
25 going forward.

26
27 However, given Husky's position in this proceeding, Bow River submits it's not
28 unreasonable to pay the first secured creditors to make way for a sale of
29 (INDISCERNIBLE) rotation process. In fact, a similar step was reasonably taken in the
30 CCAA proceedings of Cequence Energy, where Justice Lema there has clarified the first
31 (INDISCERNIBLE) position and takes them through the advancement of an interim
32 financing facility that was approved by the Court. That was a settlement agreement.
33 They just took an (INDISCERNIBLE). This is not a payout in its entirety. It's a
34 settlement of claims that would really have a negative impact on the proceedings.

35
36 However, as you'll have seen in our brief (INDISCERNIBLE) settlement agreement in
37 CCAA proceedings, that would be pursuant to their broad discretionary power under the
38 Act. Those were set out in paragraph 54 (INDISCERNIBLE) we don't propose to go
39 through each and every one. I think Your Ladyship is well familiar.

40
41 We've also provided you with the decisions of Justice Moreau in (INDISCERNIBLE) and

1 in (INDISCERNIBLE) where Justice Moreau said, These are the questions the Court
2 needs to ask when contemplating the settlement agreement. First, is it fair and
3 reasonable? And Bow River submits it is in the circumstances, given the nature of the
4 claim asserted by Husky. Their position (INDISCERNIBLE) first secured creditor in the
5 proceeding, the uncertainty and cost litigation would bring to the process, and the
6 certainty it brings to the sale creditors including clearly with respect to the royalty and the
7 license agreement and the structure of the sale process.

8
9 So we think, first, it's fair and reasonable.

10
11 The second question Justice Moreau asked is whether the settlement provides substantial
12 benefit to the stakeholders. And for all the reasons I've already included, I would submit
13 it does, which it moves forward to maximize value in the (INDISCERNIBLE).

14
15 Thirdly, Justice Moreau says, is the settlement consistent with the purpose and the spirit
16 of the CCAA? And, again, it's submitted it certainly is again by allowing Bow River to
17 maximize (INDISCERNIBLE) pursue it maximizing -- by maximizing strategies for the
18 benefit of its stakeholders who (INDISCERNIBLE) of these claims.

19
20 So for all of these reasons, and in addition, you'll note the Monitor is supportive of the
21 settlement agreement, it's respectfully submitted that the settlement agreement should be
22 approved.

23
24 THE COURT: (INDISCERNIBLE) Ms. Gurofsky.

25
26 Ms. Keely Cameron for the Monitor, anything that you would like to add?

27
28 MS. CAMERON: No, thank you, My Lady. My friend's covered
29 the Monitor's position.

30
31 THE COURT: All right. And, Ms. Lemmens and Mr. Pierce,
32 for the debentureholders?

33
34 **Submissions by Ms. Lemmens (Husky Settlement Agreement)**

35
36 MS. LEMMENS: Yes, Sir (sic), I believe that Ms. Gurofsky has
37 covered all of the (INDISCERNIBLE) Husky settlement. The debentureholders are
38 supportive of the Husky settlement. As Ms. Gurofsky said, it does create certainty that
39 the debentureholders would now be the first secured creditors of Bow River and also
40 remove any sort of aspersions being passed about payments that were made to the
41 debentureholders in 2019, 2 -- earlier this year as well. And so it's not that the

1 debentureholders really contributed to the DIP financing, which I'm sure that Ms.
2 Gurofsky's going to turn to next, in order to assist the company with actually funding the
3 Husky settlement to (INDISCERNIBLE). So, yes, the debentureholders are very much in
4 support of the settlement as it does bring certainty and, well, pave the way for the SISP.

5
6 THE COURT: Thank you very much.

7
8 Ms. Dunne and Mr. Roberts and Ms. Stoicheff? I point to you perhaps if you would like
9 to speak.

10
11 **Submissions by Mr. Roberts (Husky Settlement Agreement)**

12
13 MR. ROBERTS: Thank you, My Lady. It's -- it's William
14 Roberts. I've (INDISCERNIBLE) get to my video on. The -- the rural area is at fault
15 from (INDISCERNIBLE) --

16
17 THE COURT: Okay.

18
19 MR. ROBERTS: -- (INDISCERNIBLE). Nothing substantive to
20 add to what Ms. Gurofsky has said.

21
22 This -- this occurs in a negotiated settlement made, that everyone is equally unhappy with
23 the results. It -- it creates a benefit for the process and the remaining stakeholders. And I
24 would suggest that the alternative, if the settlement does not go, the alternative is that
25 Husky continue to serve its setoff rights, which likely would result in significant
26 litigation, effectively a cutting-off of the company revenue (INDISCERNIBLE) continue,
27 would take up everybody's time and the Court's time to deal with that. We've reached a
28 settlement that is going to see that litigation go away, the dispute go away, and Husky, for
29 its part, get to exit this process.

30
31 THE COURT: Okay. Thanks very much.

32
33 Anyone else from team Husky that would like to weigh in? No? All right.

34
35 Ms. Lavelle, I understand you had wanted to make submissions. Is this part of what you
36 would like to speak to?

37
38 MS. LAVELLE: No, My Lady. It's in relation to the SISP and
39 the stop.

40
41 **Decision (Husky Settlement Agreement)**

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THE COURT:

Okay. Great.

Are there any other counsel that would like to make submissions concerning the approval of the Husky debentureholder settlement agreement? No. Okay.

Thank you to all counsel, in particular Ms. Gurofsky, for the very thorough submissions on this point and once again for her helpful written submissions which I had reviewed previously.

I think that beyond debate that it is a wise decision to approve this settlement. It eliminates litigation that could tie up the debtor company and have a massively detrimental effect on all interested parties and stakeholders. This agreement really does commit the debtor to move forward in a coordinated effort without the albatross of this litigation and potentially preference litigation in coming in the future to do its best to restructure, which is the entire objective of this exercise.

So, yes, going back to the (INDISCERNIBLE) test, it is very reasonable. Yes, it does provide substantial benefit to the stakeholders, and, yes, it is wholly consistent with the spirit and intent of the CCAA.

So with that, I approve the settlement order.

Next, Ms. Gurofsky.

Submissions by Ms. Gurofsky (Sealing Order)

MS. GUROFSKY:

Thank you, My Lady. And while we're on the settlement order, there is a sealing order sought with respect to two confidential exhibits attaching the unredacted settlement agreement. These redactions are simply the amounts paid under the settlement agreement. That's the only confidential portion of the settlement. If -- now, this redemption is necessary to protect the commercial interests of Husky as well as Bow River, who have negotiated this settlement at length. We have gotten other third parties looking at what companies -- or what Bow River's really paid or what Husky is really (INDISCERNIBLE) the settlement, et cetera.

So if released, we submit that the information could adversely affect the parties' commercial interests, particularly in respect of (INDISCERNIBLE) to assert a claim. And we served notice to the media. There's been no objection, that we're aware of, from the media to this, nor are we aware of any objections (INDISCERNIBLE) from the parties. I'll observe that -- I would submit that here the test is met and that the salutary

1 effect of the confidentiality order (INDISCERNIBLE) sulatary effect in those -- the
2 circumstances of this (INDISCERNIBLE) which is very limited.

3
4 **Decision (Sealing Order)**

5
6 THE COURT: Thank you very much.

7
8 Is there anyone else that would like to make submissions in relation to this aspect of the
9 sealing order? No?

10
11 I am satisfied that the exception in the (INDISCERNIBLE) case, Dagenais (phonetic),
12 and other cases are met, and that the benefits of sealing this material, particularly at this
13 heightened time where the restructuring is occurring, is appropriate and does outweigh the
14 negative effect of keeping information that should be out of the public's eye. So that
15 aspect to your sealing order is granted, Ms. Gurofsky.

16
17 **Submissions by Ms. Gurofsky (Interim Financing)**

18
19 MS. GUROFSKY: Thank you.

20
21 I would propose to move on to the interim financing portion of the application. I've
22 (INDISCERNIBLE) that interim financing proposed for a total of 1.1 million dollars.
23 And just for the record, the term sheet for the interim financing is attached to Exhibit B to
24 Mr. Belot's third -- third affidavit.

25
26 You'll have noted possibly, though they're printed very small, in the cash flow appended
27 to the third Belot affidavit at Exhibit B, \$710,000 of the interim financing is required in
28 this (INDISCERNIBLE) stay period. The remaining amount will be required following
29 that stay period to close the transaction or (INDISCERNIBLE) transaction generated in
30 the SISP process.

31
32 I have noted in the Monitor's report the company has also (INDISCERNIBLE) payment of
33 mineral and surface lease (INDISCERNIBLE) in respect of -- only in respect to shut-in
34 properties, that (INDISCERNIBLE) and oftentimes as with our sales process, if it gets
35 offers for properties like this in oil and gas, to negotiate a manner in which the purchasers
36 are able to assume those obligations. So we deferred those, but we've also got a cushion
37 in the interim financing should it be necessary that those -- some or all of those payments
38 be made.

39
40 THE COURT: (INDISCERNIBLE) very much for that.

41 Burning desire to tell me anything else? I have read the materials.

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MS. GUROFSKY: Okay. All I would say, My Lady, of the conditions which I've stated with the interim financing is conditional upon the settlement agreement, so we can tie that box now, conditional on court approval. Of course there are (INDISCERNIBLE) conditional on obtaining the interim financing charge with an interim financing (INDISCERNIBLE) necessary for us to advance.

We've mentioned the (INDISCERNIBLE) in our brief and the (INDISCERNIBLE). I would submit here, the balance (INDISCERNIBLE) clearly weighs in favour of granting the interim financing. The terms are fair and reasonable. They're summarized in the affidavit.

I would point out that aside from payment of the interim lenders' legal fees, there's no other fees and expenses payable, which (INDISCERNIBLE) from many interim financing (INDISCERNIBLE) that have been -- been approved of late by the Court. The Monitor is supportive, so I -- I would leave it to perhaps anyone should raise issues or Your Ladyship would have questions.

THE COURT: Thanks very much.

I would like to hear from Ms. Keely Cameron again. And the only question I really have is in your client's report there is a suggestion that -- I think it is paragraphs 26 and 27 -- that the cash flows are underfunded or not supportable, they are a little weak. But, nevertheless, the interim financing is reasonable and necessary. So maybe just weigh in and talking out with that one.

Submissions by Ms. Cameron (Interim Financing)

MS. CAMERON: Thank you, My Lady. As mentioned in the Monitor's report, there has been some positive areas, as mainly as a result of these deferrals. And that's one of the reasons the Monitor is supportive of deferring certain expenses in this interim, pending the outcome of the sales process. While there is no concerns about cash flows going forward, the interim financing will go a long ways to addressing those concerns. And we're also very hopeful in terms of the outcome of the sales process once approved.

THE COURT: Okay. Thanks very much.

Does anyone else wish to address the plea for interim financing?

Submissions by Ms. Lemmens (Interim Financing)

1
2 MS. LEMMENS: Good morning, My Lady. It's Matti Lemmens
3 again on behalf of the debentureholders. And so I'll just -- so the Court is aware, I think
4 that Ms. Gurofsky's didn't make this clear, that the interim lender is a new company that's
5 been incorporated by the debentureholders. And so the debentureholders will again be
6 funding the expenses of Bow River a little bit further on the DIP. And so it -- obviously
7 they have an interest in ensuring that the Husky settlement can be funded, and that's, you
8 know, sort of the rationale behind the portion of the DIP as well as all ongoing expenses
9 to ensure that the SISP can be (INDISCERNIBLE). And so I just want the Court to be
10 aware that the DIP is being financed by the debentureholders through this new co, and
11 that the -- the charge for the DIP will really only sort of prime themselves in a way.

12
13 I noticed through another entity, the new co 227, but in fact given the Husky settlement,
14 that it -- if that is approved, then that means that the debentureholders are the first secured
15 creditors, and so they're going to be the ones that are really quite significantly impacted
16 by a DIP charge. And so they're really just affecting themselves.

17
18 **Decision (Interim Financing)**

19
20 THE COURT: Thank you very much, Ms. Lemmens. I had
21 understood that, and I appreciate the clarification. (INDISCERNIBLE) one party putting
22 it to themselves, it is pretty hard to say that is a dangerous or a harmful thing to balance
23 for the stakeholders.

24
25 All right. Anyone else choosing or wanting to weigh in? No.

26
27 All right. The legislation clearly permits interim financing in appropriate cases where it
28 is reasonable and where stakeholder interests are looked after. In this case the interim
29 financing is absolutely necessary for this company to go forward and restructure the
30 affairs sufficiently. The filing charge, given the peculiar circumstance, the
31 debentureholders being the shareholders of a new co that is in fact advancing the interim
32 financing, weighs heavily in favour of the charge as well. There is a lot of support for the
33 charge, and I have no hesitation in making the order as requested.

34
35 **Submissions by Ms. Gurofsky (Sayer)**

36
37 MS. GUROFSKY: Thank you.

38
39 Moving on, then, moving on to the sort of the sales or SISP portion of the application.
40 First off (INDISCERNIBLE) or Sayer Energy as (INDISCERNIBLE) or Sayer as the
41 (INDISCERNIBLE). In anticipation of one (INDISCERNIBLE) the company went out

1 and spoke to a number of parties. Sayer came back. It was the most economic offer
2 provided out of three. Sayer is regularly engaged (INDISCERNIBLE) particularly having
3 regard to the (INDISCERNIBLE) of Bow River. They're highly experienced with specific
4 expertise in oil and gas. And they're not duplicating its role, other role to be undertaken
5 by any other professional or consultant in the proceeding.

6
7 The (INDISCERNIBLE) factors, we would submit, are met with respect to on page 28 or
8 paragraph 81 of our brief. And I would submit it's appropriate in the circumstances to
9 approve the engagement of Sayer Energy Advisors pursuant to the terms of their
10 engagement letter, the redacted version of which is Exhibit D to the third affidavit, and is
11 the confidential Exhibit 2 to that third affidavit which is the unredacted version.

12
13 I'll just move into the sealing order very quickly.

14
15 THE COURT: Just do not want to go there quite yet. And tell
16 me why the break fee is reasonable, because that is always a concern.

17
18 MS. GUROFSKY: Well, the break fee I will deal with as part of the
19 Stalking Horse and the SISP. This is just with respect to Sayer's litigation right now.
20 Yeah, and so I (INDISCERNIBLE) --

21
22 THE COURT: (INDISCERNIBLE) together. Okay. Go ahead.

23
24 MS. GUROFSKY: Yeah. I'll definitely deal with the break fee and
25 the other sort of (INDISCERNIBLE) of the SISP.

26
27 Just in terms of the Sayer Energy -- or Sayer engagement letter, Sayer has also asked that
28 an engagement letter be redacted with respect to the fees being charged. As I said, it's
29 common for these things to be redacted in these proceedings. I would submit that
30 (INDISCERNIBLE) again is that here there are valid commercial interests that are
31 (INDISCERNIBLE) to be protected as part of this process. And taking again into -- into
32 account the limited information that it is (INDISCERNIBLE) to be making is
33 confidential. There are the benefits of protecting the commercial interests and engaging
34 Sayer outweighs the harm (INDISCERNIBLE) sealing order in the circumstances.

35
36 **Decision (Sayer)**

37
38 THE COURT: Anyone else who would like to make
39 submissions in connection to the engagement of Sayer and/or the sealing of the
40 engagement letter?
41

1 All right. I have again reviewed all of the materials that were submitted. I note the
2 Monitor's support again for the engagement of Sayer. It is a recognized expert in its field.
3 Its fees appears to be reasonable, and the entire program appears to be fair and reasonable
4 and is obviously an expense that will advance the process for the benefit of all
5 stakeholders.

6
7 The (INDISCERNIBLE) engaged with Sayer and in connection to sealing its engagement
8 letter, I once again agree with counsel that the exception in (INDISCERNIBLE) Dagenais
9 is made out, and that will be sealed.

10
11 **Submissions by Ms. Gurofsky (SISP/Stalking Horse)**

12
13 MS. GUROFSKY: Thank you.

14
15 So now it is the substantive portion of the SISP application, and I'll deal with the SISP
16 and the Stalking Horse together. They are related. I can tell My Lady that the SISP was
17 involved in consultations with the Monitor, with Sayer, and with the debentureholders.
18 That SISP was found in a couple places, but it -- Exhibit F to the affidavit.

19
20 Bow River has determined, in speaking with these various parties, that the best way to
21 maximize value for its stakeholders in this process is through the SISP and the Stalking
22 Horse SISP. Stalking Horse SISP covers specific assets in Alberta. There are other assets
23 in Alberta and assets (INDISCERNIBLE) proposed by the Stalking Horse. But these will
24 be marketed (INDISCERNIBLE) by Sayer as part of the (INDISCERNIBLE) process.

25
26 So the hope is that we come back to court either with an (INDISCERNIBLE) offer but
27 probably more (INDISCERNIBLE) multiple offers, covering different areas. You may
28 have seen in the first Belot affidavit there are some areas in Saskatchewan where
29 (INDISCERNIBLE) are shut in or where they simply operate at a (INDISCERNIBLE) till
30 after the lease payment. But sometimes these properties attach strategic values on parties.
31 And so in this process, Bow River will look at all types of offers in order to not only
32 maximize values but maximize the number of properties that are assumed by purchasers,
33 taking into account the interests of the regulator and (INDISCERNIBLE) litigation.

34
35 So the purchase price for the Stalking Horse is just shy of 4.3 million dollars. A portion
36 of that, just over 100,000 of that, will form attached (INDISCERNIBLE) for certain
37 priority charges like (INDISCERNIBLE) taxes in Alberta. It would also necessarily have
38 to cover other (INDISCERNIBLE) like CCAA charges to the extent there's anything
39 owing under those charges at the end of the day. But the remainder of the Stalking Horse
40 (INDISCERNIBLE) to credit a portion, that's that 4.183 million. This is virtually all of
41 the debts owed to the debentureholders under debenture minus -- minus some interest that

1 has been accruing.

2
3 The contract for this bid is that Sayer will go out and market all of these assets probably
4 for about a four- week period, (INDISCERNIBLE) over the final one
5 (INDISCERNIBLE), as I understand talking to experts who have been hoping that no
6 (INDISCERNIBLE) around and paying attention.

7
8 We also note that given what's happening in the market and in the industry, there is
9 anticipated to be a large falling of inventory coming on the market in the fall, and so we're
10 hoping to give Bow River a head start on that in the market before that happens. If the
11 order is granted today, I think I mentioned Sayer is ready to immediately send out a teaser
12 and other information and begin inviting parties (INDISCERNIBLE) on disclosure
13 agreement and enter the virtual data room, giving them access to the confidential
14 information memorandum.

15
16 Parties will be invited to submit their bid proposed by August 24th. If there are bids for
17 (INDISCERNIBLE) assets that did not form part of the Stalking Horse, Bow River
18 (INDISCERNIBLE) the Monitor and Sayer will need to negotiate purchase and sale
19 agreements. There will be templates for purchase and sale agreements in the data room,
20 and bidders are encouraged to submit their bids on those templates.

21
22 So that's sort of on the side. If there are bids that cover Stalking Horse property -- and it
23 could be portions of the Stalking Horse property and other assets, it could be a
24 combination of things -- Bow River, the Monitor, and Sayer will analyze those bids and
25 determine whether it constitutes superior offers.

26
27 So what does it have to be to be a superior offer? You have to be a qualified bid.
28 (INDISCERNIBLE) criteria set out in paragraph 25, but you also have to include a break
29 fee which works out to be about 4 percent of the total Stalking Horse purchase price. You
30 have to exceed the Stalking Horse offer by \$250,000. You have to cover the secured costs
31 in the CCAA (INDISCERNIBLE) things that the Stalking Horse has to cover, and you
32 have to have -- you have to be able to pay the demand in cash necessary to
33 (INDISCERNIBLE) obligation or have proof of financing available. That
34 (INDISCERNIBLE) sort of the criteria that we consider a qualified bid.

35
36 So as I indicated, the Monitor -- or Bow River worked closely with the Monitor on this
37 process. The Monitor (INDISCERNIBLE) in its report that the break fee is reasonable
38 and (INDISCERNIBLE). So it's the -- and the numbers that were selected to take into
39 account the time and effort the debentureholders have spent not only on the Stalking
40 Horse APA but in assisting in putting this structure together and providing input on this.

41

1 So there is also another element to the process that speaks to further encourage
2 competitive tension amongst bidders. So if there are superior offers, each of those
3 superior bidders who submitted an offer, together with the Stalking Horse, will be invited
4 to partake in an auction. The auction, which I accept will be held virtually, will contain
5 an infinite number of rounds wherein each party will have an opportunity to publicly state
6 its bid in that round. It -- it's not a live auction where you've got an auctioneer and -- and
7 people who raise their hands at -- at certain numbers. It's a little bit more
8 (INDISCERNIBLE) than that. It starts the highest bid received in Round 1
9 (INDISCERNIBLE) with a deadline, and continues under the auction's rules set out in the
10 SISP until there is effectively one bidder remaining.

11
12 Given that these are oil and gas assets and, again, we're balancing the interests of
13 maximizing value and taking -- taking into account the (INDISCERNIBLE) interest in the
14 limiting or (INDISCERNIBLE), the auction has in place that bidders can make their
15 subsequent bid, and (INDISCERNIBLE) not only by amounts of cash, but also here the
16 assumption of properties with (INDISCERNIBLE).

17
18 So going into the auction, we'll have a list of properties set out according to region so that
19 there's some (INDISCERNIBLE), and those properties will have lease liabilities
20 associated with it. And so bidders can say, Well, I'm bidding Property X in this round,
21 which contains the (INDISCERNIBLE) liability of Y. And so that is a design to not only
22 maximize value but also clarify the regulatory considerations that we recognize are very
23 important in this process.

24
25 So, again, the last bidder, then, in the auction is (INDISCERNIBLE) holder, and their
26 offer is then finalized and (INDISCERNIBLE) for approval. That bidder could be the
27 Stalking Horse or -- or it could be a third party.

28
29 We are not seeking approval for these offers. They obviously (INDISCERNIBLE) similar
30 considerations are to be taken into account when a party seeks approval of a sale process,
31 if the Court would look at (INDISCERNIBLE) approval of the sale. Courts have found a
32 Stalking Horse (INDISCERNIBLE) are regularly used in the (INDISCERNIBLE) process
33 and to maximize the value of businesses (INDISCERNIBLE) benefit of the stakeholders.
34 They can also enhance the fairness of the process by providing a (INDISCERNIBLE) in a
35 transparent manner that creates competitive tension for those wanting to participate.

36
37 Further I submit that the Stalking Horse (INDISCERNIBLE) no exceptions to that, and, in
38 fact, again, looked beyond the stakeholders originally -- or ordinarily considered by taking
39 into account the regulator's view (INDISCERNIBLE) and liability includes the value in
40 (INDISCERNIBLE) auction.

41

1 For these reasons, My Lady, I'd submit that the SISP and Stalking Horse, including break
2 fees, are reasonable and fair in the circumstances and should approved today.

3
4 THE COURT: Thank you very much, Ms. Gurofsky.

5
6 Ms. Keely Cameron, anything to add?

7
8 **Submissions by Ms. Cameron (SISP/Stalking Horse)**

9
10 MS. CAMERON: My Lady, as usual, my friend was very thorough
11 in her submissions. The only thing I'll add is the Monitor has worked closely with the
12 company just to ensure this will be a fair process and that all the assets will be given an
13 equal chance of being marketed and ultimately purchased.

14
15 THE COURT: Thanks very much.

16
17 Ms. Lavelle, this is your area if you wish to speak to your understanding.

18
19 **Submissions by Ms. Lavelle (SISP/Stalking Horse)**

20
21 MS. LAVELLE: Yes, thank you, My Lady. The AER would like
22 to reserve our position on the SISP including the Stalking Horse bid pending the outcome
23 of the sales process. So we would have concerns if the effect -- or the sales process would
24 be that the Stalking Horse bidders (INDISCERNIBLE) assets through the
25 (INDISCERNIBLE) while leaving (INDISCERNIBLE).

26
27 THE COURT: I am not sure how you do that. Tell me how
28 that works, and in the real world, and perhaps on just using what your normal protocol is
29 these days. But it seems to me, if I approve the SISP and the Stalking Horse, that
30 program is underway. And for the regulator to come back after the fact and say, Oh, no,
31 wait, we actually did not like that, and we just wanted to hold back on weighing in to say
32 yes or no. What does the Court do at that juncture in that? Maybe you could just work
33 through the hypothetical with me, okay?

34
35 MS. LAVELLE: Certainly, My Lady. We have in the past
36 reserved our position in similar circumstances, so I -- I believe that it's in fact in -- in
37 reality what would happen, is that we could object to approval of the sale
38 (INDISCERNIBLE) as approved or the license transfer process, exercising our discretion
39 who could -- we -- I can't, you know (INDISCERNIBLE) the discretion of a statutory
40 decision-maker, but then there would be concerns stating they were essentially
41 cherry-picking the best assets and leaving the rest to the (INDISCERNIBLE). However,

1 we have been working with the -- the Monitor and the company to see if there are
2 elements that could be revised or -- or approved as we go forward to ensure that there is
3 a -- that more of the assets are (INDISCERNIBLE) to this process. And at this point it's a
4 little early to tell because we don't know, and we heard from the company that, you know,
5 they're optimistic that more of these assets will be taken up and the sales process, but we
6 can't tell at this point, so...

7
8 THE COURT: So I can simply get my head around what you
9 are doing, you are essentially saying, We are not going to take a position today, but we
10 might come back later and object to the Court approval of any sale. Is that a fair
11 statement of what you are doing?

12
13 MS. LAVELLE: Well, effectively that we might object to the fact
14 that regulatory obligations are made -- made second to a sale that would essentially
15 reduce the secured creditor's debt that are (INDISCERNIBLE) --

16
17 THE COURT: Yes.

18
19 MS. LAVELLE: -- (INDISCERNIBLE).

20
21 THE COURT: But that would be an opposition to the Court
22 approval of the sale. You cannot --

23
24 MS. LAVELLE: Correct.

25
26 THE COURT: -- come back after the Court has approved the
27 SISP and say, Oh, by the way --

28
29 MS. LAVELLE: That's correct, My Lady.

30
31 THE COURT: -- (INDISCERNIBLE) yes, okay. I have got it.
32 So you are basically just taking no position and saying, Heads up, everybody, we might
33 come back down the road and oppose the sale that actually comes to fruition from this
34 process.

35
36 MS. LAVELLE: Yes, that's --

37
38 THE COURT: Is that --

39
40 MS. LAVELLE: -- fair, yes.

41

1 THE COURT: Okay. I got it, then. Okay. Great.

2
3 Anybody else?

4
5 THE COURT CLERK: I'm sorry, My Lady, can I get counsel's name for
6 the record?

7
8 MS. LAVELLE: Maria Lavelle for the Alberta Energy Regulator.

9
10 THE COURT CLERK: Thank you.

11
12 THE COURT: I think you have to spell it, Ms. Lavelle.

13
14 MS. LAVELLE: Maria, M-A-R-I-A, and Lavelle,
15 L-A-V-E-L-L-E.

16
17 THE COURT CLERK: Thank you.

18
19 **Decision (SISP/Stalking Horse)**

20
21 THE COURT: Thank you. We just had everybody else check
22 in when you were locked in the virtual host room or lobby.

23
24 Okay. Anybody else on the SISP and the Stalking Horse?

25
26 All right. Thank you very much, again, everyone, for your submissions on this. The use
27 of SISP and Stalking Horses has become not de rigueur in restructurings but certainly
28 much more common place than in years gone by concerning more complex restructuring
29 such as this.

30
31 The terms of the SISP, I have reviewed and am satisfied that the process itself and the
32 terms of it are reasonable in all the circumstances and once again look to balancing
33 stakeholder interests. I am mindful of the regulator's view at this point and that it may
34 down the road choose to oppose any sale that comes to fruition from the SISP,
35 nevertheless, at this juncture is simply taking no position.

36
37 The Monitor is supportive. There has been a great deal of work that has gone into this.
38 The parties have, I think, tried very hard to create a process that is fair to everyone, and
39 hopefully in the end will avoid any of the cherry-picking, as Ms. Lavelle describes it, that
40 could result by leaving abandoned wells behind. I guess that would make them
41 abandoned, so it kind of is redundant. Nevertheless, the balancing interest in the SISP, I

1 think, is quite carefully crafted. And as far as the break fee is concerned, I actually think
2 that is reasonable. Sometimes the eyebrows raised significantly, but not in this case.

3
4 And in all of the circumstances, I think it is fair, reasonable, and proper to approve the
5 SISP and Stalking Horse as presented.

6
7 MS. GUROFSKY: Thank you, My Lady. I think that takes me
8 through all of the relief. What I propose to do now, we've provided you with clean copies
9 of the order together with blackline (INDISCERNIBLE) to a version (INDISCERNIBLE)
10 the application. So whichever order you have in front of you first, I will walk you
11 through.

12
13 THE COURT: I just opened up the SISP and Stalking Horse
14 blackline order.

15
16 MS. GUROFSKY: Right.

17
18 THE COURT: So I do want to go into that one.

19
20 MS. GUROFSKY: Right. What you'll see, and then the only
21 changes made on the first page are to request the change in location. And Your Ladyship
22 hearing the matter, we'd ask the supplement third affidavit, two there was
23 (INDISCERNIBLE).

24
25 In paragraph 4 of the order, we reference approval of not only of the APA dated July 17th,
26 but the amending agreement to the APA dated July 23rd. That's just to capture what was
27 filed in the third -- or in the supplement third report.

28
29 The only other changes found at paragraph 12, and that's for -- that was the sealing order
30 was granted by Your Ladyship.

31
32 Otherwise the orders are the same. I could take you through exactly the relief, but I
33 understand you read it already.

34
35 THE COURT: Ms. Gurofsky, I have read it, and subject to my
36 asking all counsel if they have any comments or concerns with the order as presented, I
37 am happy to sign it. So going once.

38
39 All right. Hearing nothing, that order is granted. And, madam clerk, if I could ask you as
40 a matter of expediency to sign this order on my behalf. And I am going to speak to you
41 about getting it filed immediately. I know that is a problem because you are so busy, but

1 this is time-sensitive. So we will talk about that later.

2
3 THE COURT CLERK: Yes, Ma'am.

4
5 THE COURT: Moving forward, Ms. Gurofsky.

6
7 MS. GUROFSKY: So the -- the other order we're seeking deals
8 with the stay extension, the interim financing, and approval of the settlement agreement.
9 Again, the changes made are -- are largely administrative, I will call them, and similar to
10 the -- the -- we outlined before, so this -- again, on the first page, same changes to your
11 prior order. It references the supplement to the third affidavit. The approval of the
12 settlement agreement, again, requested the approval of the settlement agreement attached
13 to the supplemental affidavit. That's the (INDISCERNIBLE) signed version. The
14 approval of the interim financing is largely the same. And that's -- that language is taken
15 from the template initial order, so it mirrors that.

16
17 And the only other changes, again, are found beginning at paragraph 18 to 20, and they
18 deal with the fact that we now have two confidential exhibits (INDISCERNIBLE) to be
19 sealed again, because of the supplemental affidavit.

20
21 THE COURT: Okay. Thank you.

22
23 Again, is anyone wishing to speak to the language, what I am going to call the more
24 general order? No?

25
26 That order is granted (INDISCERNIBLE).

27
28 MS. GUROFSKY: Thank you, My Lady. And those are my matters
29 today.

30
31 THE COURT: Okay. Well, thanks very much.

32
33 Before we leave, everyone, you may just want to hear what I have to say, or in fact Ms.
34 Gurofsky, is not every one person who really has to stick around. I just want to have a
35 word with madam clerk regarding ensuring that we can get these orders in Ms. Gurofsky's
36 hands right away because as I am sure all of you are aware, where we -- I am calling it the
37 pandemic pileup, we are having difficulty in just processing orders. And these
38 time-sensitive matters, we have to lean on our administrative staff.

39
40 So if you would like to leave, please do. If you would like to stick around, you are more
41 than welcome to. And thank you for your appearance today. Madam clerk, are you

1 there?

2

3 **THE COURT CLERK:** Yes, My Lady. I'll just turn off the record here.

4

5

6

7 **PROCEEDINGS CONCLUDED**

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1 **Certificate of Record**

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I, Kyla Pryor, certify this recording is a record made of the evidence in proceedings in Court of Queen's Bench, held in Courtroom 315 at Edmonton, Alberta, on the 24th day of July 2020, and that I, Kyla Pryor, was the court official in charge of the sound-recording machine during the proceedings.

1 **Certificate of Transcript**

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I, Jill Williams, certify that

(a) I transcribed the record, which was recorded by a sound-recording machine, to the best of my skill and ability and the foregoing pages are a complete and accurate transcript of the contents of the record, and

(b) the Certificate of Record for these proceedings was included orally on the record and is transcribed in this transcript.

Jill Williams, Transcriber
Order Number: AL2579
Dated: October 13, 2020

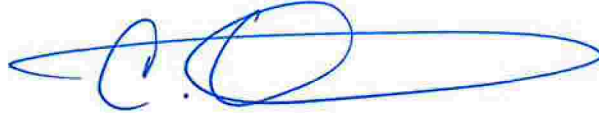
THIS IS CONFIDENTIAL EXHIBIT "1"
TO THE AFFIDAVIT OF MARIA LEVELLE
SWORN BEFORE ME AT Calgary, Alberta
this 21 day of October, 2020



A Commissioner of Oaths in and for the Province of Alberta

**CATRINA WEBSTER
BARRISTER & SOLICITOR**

THIS IS EXHIBIT "D" TO THE
AFFIDAVIT OF MARIA LAVELLE
SWORN BEFORE ME AT Calgary, Alberta
this 21 day of October, 2020



A Commissioner of Oaths in and for the Province of Alberta

CATRINA WEBSTER
BARRISTER & SOLICITOR

From: [Lemmens, Matti](#)
To: [Maria Lavelle](#)
Cc: [Lastockin, Rhonda](#)
Subject: RE: Bow River CCAA - Follow up questions for Stalking Horse Bidder
Date: September 17, 2020 5:05:48 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Maria,

We write to follow up on our meeting with the Alberta Energy Regulator ("AER") on September 16, 2020 and in response to your email below.

During that meeting, the AER requested further information regarding when Randy Eresman and Ralph Scurfield were directors of Bow River and why they resigned. We also understand that the AER is interested in the Stalking Horse Bid value from your email below.

Mr. Eresman was originally appointed as a director of Bow River on October 30, 2013 and resigned on April 1, 2020. Mr. Scurfield was appointed as a director of Bow River on December 2, 2013 and resigned on April 1, 2020. The reason that both of them resigned at that time was because they are also both debentureholders of Bow River and were in a conflict of interest in that capacity due to the failure of Bow River to make payment under the debentures at that time. The debentureholders were contemplating various steps, which are protected by litigation privilege. However, Mr. Eresman was re-appointed as a director on April 30, 2020, as part of a resolution of the conflict of interest, which contemplated Mr. Eresman's assistance to Bow River through the CCAA proceedings. Mr. Scurfield's assistance was not required and he was not re-appointed as a director of Bow River. Mr. Eresman again resigned as a director of Bow River on August 7, 2020, during the sales and investment solicitation process undertaken by Bow River because he was also appointed as a director of 2270943 Alberta Ltd. ("227") at that time, resulting in a conflict of interest as between those two roles.

227 is of the view that, should the AER grant its license and transfer of the assets as contemplated by the Stalking Horse Bid, it will benefit from the experience and guidance of Mr. Eresman and Mr. Scurfield. Many individuals involved in the oil and gas industry in Alberta have experienced the volatility in the market, sometimes with unfortunate and unforeseeable results. Many of the Alberta oil and gas industry participants have suffered in recent years from the OPEC production targets that have heavily impacted the pricing for oil and gas from Alberta, which has been further exacerbated by the COVID-19 pandemic. Many other industries are suffering that were once well-positioned. This is an exceptional, rather than the norm, due the COVID-19 pandemic that may not reflect underlying mismanagement of obligations by companies. 227's commitment to its obligations is evidenced by the Stalking Horse Bid itself, which has a targeted LMR of 2.5, instead of a cherry-pick of assets that would have resulted in a LMR of 3.8. 227's bid is realistic about the current market conditions, while remaining optimistic that they will improve and that there is still value in producing Alberta's energy resources.

The Stalking Horse Bid value is the entirety of the debt owed to the debentureholders of Bow River. It is not reflective of the value of the assets being purchased, which is much lower than the amount of the bid.

We thank you for taking the time to consider 227's approach and we are available for any other questions that the AER may have regarding the Stalking Horse Bid.

Thank you,
Matti



Matti Lemmens

Partner

T 403.232.9511 | MLemmens@blg.com

Centennial Place, East Tower, 1900, 520 – 3rd Ave. SW, Calgary, AB, Canada T2P 0R3

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Borden Ladner Gervais LLP

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From: Maria Lavelle <Maria.Lavelle@aer.ca>

Sent: September 17, 2020 3:46 PM

To: Lemmens, Matti <MLemmens@blg.com>

Subject: FW: Bow River CCAA - Follow up questions for Stalking Horse Bidder

Good afternoon Matti –

Further to yesterday's meeting with the Stalking Horse Bidder, 2270943 Alberta Ltd, ("227") and your invitation for follow up questions, we would like to ask the following:

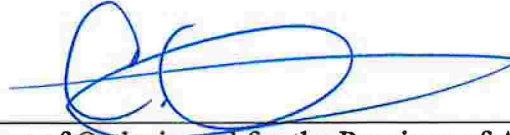
- As you advised yesterday, you were going to follow up to help us to better understand the reason that the two Directors resigned from Bow River and we would also like confirmation as to the date that occurred.
- We would also like further information regarding how 227 determined the amount of its stalking horse bid. We understand the economics as presented, but the information didn't speak directly to how the bid value was assessed.

Thank you.

Regards,

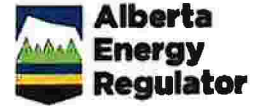
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THIS IS EXHIBIT "E" TO THE
AFFIDAVIT OF MARIA LAVELLE
SWORN BEFORE ME AT Calgary, Alberta
this 21 day of October, 2020



A Commissioner of Oaths in and for the Province of Alberta

**CATRINA WEBSTER
BARRISTER & SOLICITOR**



Via Email

Calgary Head Office
Suite 1000, 250 – 5 Street SW
Calgary, Alberta T2P 0R4
Canada

September 21, 2020

www.aer.ca

Borden Ladner Gervais LLP (BLG)
Centennial Place, East Tower,
1900, 520 – 3rd Ave. SW,
Calgary, AB, Canada T2P 0R3

Attention: Jessica Cameron, Senior Associate

Dear Ms. Cameron:

RE: Bow River Energy Ltd. *Companies Creditors Arrangements Act* (CCA)

You have asked whether the AER would support a proposal by Bow River Energy Ltd. (Bow River) that involves the sale of specific assets (not white-mapped) to 2270943 Alberta Ltd. (“the Stalking Horse Bidder”)– a credit bid by one of the debenture holders of Bow River and the sale of additional white mapped assets to _____ resulting in a remaining liability of approximately \$18-\$23 million destined for the OWA (“the Proposal”).

The AER has completed its review of the Proposal. We were aided in our review by the meetings you set up for us on September 10, 2020 and September 16, 2020 and by the subsequent information you and the Stalking Horse Bidder provided. In brief, for the reasons explained below, the AER cannot support the Proposal and would object to a court application for approval of these sales.

The AER had previously expressed its reservations in court on July 24, 2020 regarding the proposed sales process if the effect was for the Stalking Horse Bidder to selectively bid on assets to reduce their debt while leaving unfunded liabilities behind. While we appreciate that the outcome of the sales process did not meet expectations, unfortunately the current Proposal does nothing to alleviate the AER’s concerns.

The AER objects to the Proposal as it is contrary to the Supreme Court of Canada’s decision in *Redwater*. In *Redwater*, the Court held that in an insolvency proceeding, environmental obligations are to be addressed in priority to other monetary claims, including those of secured creditors. The Proposal is contrary to this principle in that its effect is to eliminate the debt of the Stalking Horse Bidder (a debenture holder) in priority to addressing Bow River’s environmental obligations.

It appears that Bow River seeks to distinguish this “liquidating” CCAA process from other CCAA processes in that Bow River will not continue to operate after the conclusion of the CCAA process but rather the Stalking Horse Bidder and others will take over the operation of the selected assets. However, on the contrary, this so-called “liquidating” aspect of this CCAA makes it even more akin to a receivership and there is all the more reason that the priority established in *Redwater* should apply.

As BLG noted on its own blog summary of the *Redwater* decision:

The landmark decision from the Supreme Court of Canada highlights the generational shift toward environmental protection at every sphere and at every level. ...Environmental protection should be high in the priority of all business endeavours regardless of whether the undertaking directly or indirectly engages environmental laws.

You should also be aware that the AER has dealt with several CCAA matters since *Redwater*, and the decision was a factor in each of these matters.

While we appreciate the economic rationale behind the Stalking Horse Bidder’s selective bid, this does not address the significant remaining environmental liability that would result from this Proposal. Similarly, while we appreciate that the Stalking Horse Bid was the superior offer received, we are concerned that it did not serve the purpose of a stalking horse bid in that rather than establishing a floor for bids, the Stalking Horse bidder advised that it was over the market value of those assets. As a result, in our view, the sales process was flawed from the outset in that other bidders could not compete with the Stalking Horse Bid.

While the AER is willing to work collaboratively with companies to find solutions that might be mutually agreeable, we have consistently held that *Redwater* must be upheld and that a CCAA process cannot be used to prioritize business considerations over regulatory obligations. The AER is happy to work with Bow River, and the Monitor if there are other proposals that would address our objections or alternatively, other approaches that would provide for an orderly wind up of Bow River’s operations.

In addition, as you know, the AER retains its statutory discretion on licence transfers. Were Bow River to enter into bankruptcy or receivership then the involvement of some of the Stalking Horse Bidder’s directors as shareholders and former directors of Bow River is a relevant consideration. As noted in your correspondence on September 17, one of the Directors stepped down from Bow

River after his appointment to 2270943 Alberta Ltd. (the Stalking Horse Bidder's company), resulting from a conflict of interest between those two roles.

Finally, if you intend to seek court approval of this Proposal, in spite of our objections, then the October 6th Edmonton date is no longer appropriate. It was only on September 16, 2020 that we were advised by the Stalking Horse Bidder that they questioned the application of *Redwater* to the CCAA process and we assume by implication this is the position of Bow River.

If this is the case, then this application raises complex legal issues that will require additional time to adequately respond to. As such, we would request a later court date before a Calgary commercial Court Justice as they regularly deal with and understand complex insolvency issues. **Please advise, as soon as possible, if you are agreeable to this latter request as if not, we will need to immediately seek a formal adjournment of the October 6 date.**

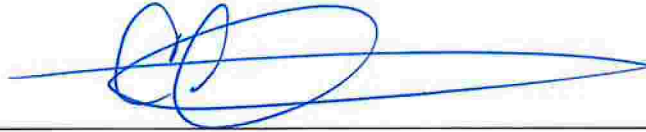
Sincerely,



Maria Lavelle
Legal Counsel, AER

cc: Robyn Gurofsky, BLG
Matti Lemmens, BLG
Keely Cameron, Bennett Jones
Kaitlin Szacki, AER
Bonni Pierce, AER

THIS IS EXHIBIT "F" TO THE
AFFIDAVIT OF MARIA LAVELLE
SWORN BEFORE ME AT Calgary, Alberta
this 21 day of October, 2020

A handwritten signature in blue ink, consisting of several loops and a long horizontal stroke extending to the right.

A Commissioner of Oaths in and for the Province of Alberta

**CATRINA WEBSTER
BARRISTER & SOLICITOR**

Via Email

September 28, 2020

Borden Ladner Gervais LLP (BLG)
Centennial Place, East Tower,
1900, 520 – 3rd Ave. SW,
Calgary, AB, Canada T2P 0R3

Attention: Jessica Cameron, Senior Associate

Dear Ms. Cameron:

RE: Bow River Energy Ltd. *Companies Creditors Arrangements Act* (CCAA)

We acknowledge receipt of your correspondence dated September 24, 2020. While we recognize that your client is disappointed in our response, as a regulator, we have a duty to the public to ensure that environmental obligations are addressed. As we stated, our concern with the Proposal is that it would result in significant unfunded liability and would prioritize the debt of a secured creditor over those obligations. This result is contrary to the principle established by the Supreme Court of Canada in *Redwater* that, in an insolvency proceeding, environmental obligations are to take priority over the claims of other creditors. Our position on this has been clear from the outset and should come as no surprise to Bow River or its creditors. Furthermore, the Proposal, if accepted, would result in industry partners, whose levy payments make up the Orphan Fund, funding the cost of cleaning up those sites.

Before responding to your enumerated questions, I would like to correct some of the inaccuracies in your letter. First, we take serious issue with your characterization that the AER was “lying in the weeds” and only took issue with the sales process at this stage as we are dissatisfied with the outcome. On the contrary, we did not learn that the Stalking Horse Bid was above the market value of the assets until we received the Stalking Horse Bidder’s follow up response to our questions. On September 17, 2020, Ms. Lemmens advised, “The Stalking Horse Bid value is the entirety of the debt owed to the debenture holders of Bow River. It is not reflective of the value of the assets being purchased, which is much lower than the amount of the bid.” We voiced our concerns as soon as we became aware of this fact. Had there been greater transparency around the valuation of the credit bid earlier in the process, we would have raised our concerns then.

Second, the AER does not object to the use of credit bids in CCAA proceedings *per se*, although we do have concerns where this type of bid results in a lack of transparency. As you note we did not object to a credit bid in another recent CCAA proceeding (ACCEL Energy Canada Ltd), however, that file is distinguishable from the current situation in that the result of that sales process was that all of the environmental obligations were addressed. As we stated at the outset, the issue with the Bow River Proposal is one of priority. We object to the current Proposal in that the claim of a secured creditor is being prioritized, while leaving substantial unfunded environmental obligations to be borne by industry partners.

Finally, in response to your enumerated questions:

1. As we previously advised by letter dated September 21, 2020, the AER is not able to support the Proposal. For the reasons articulated in that letter, we would object to a court application to approve the sales that form the basis of that Proposal.
2. The AER is not in position to fund an additional CCAA sales process. We cannot speak for the OWA who is an independent organization. It is our understanding that the OWA will be responding directly to Bow River in response to these enumerated questions.
3. Again, the AER cannot speak for the OWA whether or not they are prepared to fund a receivership process. However, were they do to so, then the AER is prepared to work with Bow River and the OWA to ensure an orderly transition of the assets from Bow River to the Receiver.

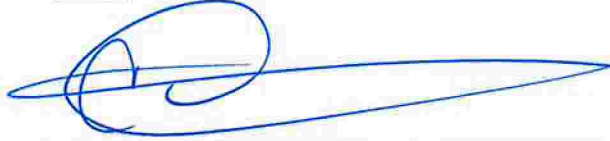
Sincerely,



Maria Lavelle
Legal Counsel, AER

cc: Robyn Gurofsky, BLG
Matti Lemmens, BLG
Keely Cameron, Bennett Jones
Kaitlin Szacki, AER
Bonni Pierce, AER
Lars de Pauw, OWA

THIS IS EXHIBIT "G" TO THE
AFFIDAVIT OF MARIA LAVELLE
SWORN BEFORE ME AT Calgary, Alberta
this 21 day of October, 2020

A handwritten signature in blue ink, consisting of a large, stylized initial 'C' followed by a long horizontal stroke.

A Commissioner of Oaths in and for the Province of Alberta

**CATRINA WEBSTER
BARRISTER & SOLICITOR**

October 6, 2020

By e-mail only

Amy Keith
2270943 Alberta Ltd. (A8F3)
1900, 520 – 3rd Ave SW
Calgary, AB T2P 0R3

E-Mail: amy.rose.keith@gmail.com

Cc: corpcgy@blg.com

Application by 2270943 Alberta Ltd. (A8F3) under Directive 067

The Alberta Energy Regulator (AER) confirms receipt of an application by 2270943 Alberta Ltd. (the Applicant) under *Directive 067: Eligibility Requirements for Acquiring and Holding Energy Licences and Approvals* (Application) pursuant to which the Applicant seeks eligibility to hold AER licences for wells, facilities, and/or pipelines.

The Applicant shareholders are currently affiliated with Bow River Energy Ltd. Based on the intent of the Applicant, as described in correspondence, the AER is not in a position to evaluate unreasonable risk in a Directive 067 application until the Bow River Energy Ltd. insolvency process is exhausted.

The application is hereby closed as it is considered incomplete. This would not prejudice any new application that you may wish to make under Directive 067 in the future.

If you have questions or concerns, please feel free to e-mail LiabilityManagement@aer.ca.

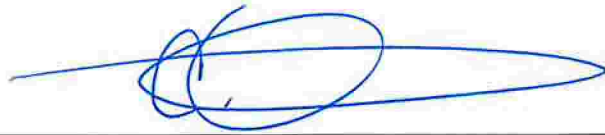
Sincerely,



Trista Dorscher
Specialist, Corporate Eligibility
Regulatory Applications

Cc: Bonni Pierce, Senior Specialist, Legacy Inventory
Kaitlin Szacki, Manager, Orphaning, Insolvency & Legacy

THIS IS EXHIBIT "H" TO THE
AFFIDAVIT OF MARIA LAVELLE
SWORN BEFORE ME AT Calgary, Alberta
this 21 day of October, 2020

A handwritten signature in blue ink, consisting of several overlapping loops and a long horizontal stroke extending to the right.

A Commissioner of Oaths in and for the Province of Alberta

**CATRINA WEBSTER
BARRISTER & SOLICITOR**

Directive 067

Release date: December 6, 2017

Effective date: December 6, 2017

Replaces previous edition issued July 11, 2005

Eligibility Requirements for Acquiring and Holding Energy Licences and Approvals

The Alberta Energy Regulator has approved this directive on December 6, 2017.

<original signed by>

Jim Ellis
President and Chief Executive Officer

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1 Introduction

Acquiring and holding a licence or approval for energy development in Alberta is a privilege, not a right. This new edition increases the scrutiny the AER applies to ensure that this privilege is only granted to responsible parties. Changes include requiring additional information at the time of application, increased discretion regarding the rejection of applications where an applicant poses a risk, and requirements for keeping corporate information up to date.

2 Business Associate Codes

The *Oil and Gas Conservation Act* and *Pipeline Act* require that a person (which includes a corporation) must hold a subsisting identification code in order to apply to the AER for a licence or approval under those acts. The AER has referred to these as business associate (BA) codes. The AER no longer issues BA codes. These are issued through Petrinex.

Any party that seeks to apply for and hold AER licences or approvals must first apply for and obtain a BA code through Petrinex (www.petrinex.ca). Parties who hold a BA code are not permitted to hold AER licences or approvals unless the AER has determined they are eligible to do so.

3 Licence Eligibility Types

There are three eligibility types:

- 1) No Eligibility
 - Not eligible to acquire or hold licences to drill/construct wells, facilities, or pipelines.
- 2) General Eligibility
 - Eligible to hold licences for all types of wells, facilities, and pipelines.
- 3) Limited Eligibility
 - Eligible to hold only certain types of licences and approvals, or eligibility is subject to certain terms and conditions.

The AER may grant licence eligibility with or without restrictions, terms and conditions, or it may refuse to grant licence eligibility.

4 Process for Obtaining General Licence Eligibility

Once a person has a BA code, they may apply to the AER for licence eligibility by submitting schedule 1 and, if applicable, schedule 2. Upon review of the information provided, the AER may request additional information. The AER may audit the information provided for accuracy and completeness at any time before or after granting eligibility.

Requests for licence eligibility that do not contain all the information required will be summarily closed.

Basic requirements are as follows:

- Applicant is an individual or a corporation that meets the requirements of section 20 of the *Oil and Gas Conservation Act* or section 21 of the *Pipeline Act*.
- Applicant is a resident of Alberta or has appointed an AER-approved agent that is a resident of Alberta.
- Applicant has provided proof of adequate insurance.
- Applicant has paid the required fee.
- Applicant has signed a declaration attesting to the truth and completeness of the application, consenting to the release and collection of compliance information regarding the applicant from other jurisdictions and regulators as applicable, and attorning to the jurisdiction of Alberta.
- In the AER's opinion, the applicant does not pose an unreasonable risk.

In assessing whether the applicant poses an unreasonable risk, the AER may consider any of the following factors:

- the compliance history of the applicant, including its directors, officers, and shareholders, in Alberta and elsewhere, including in relation to any current or former AER licensees that are directly or indirectly associated or affiliated with the applicant or its principals;
- the compliance history of entities currently or previously associated or affiliated with the applicant or its directors, officers, and shareholders;
- experience of the applicant, including its directors, officers, and shareholders;
- corporate structure;
- the financial health of the applicant;
- outstanding debts owed by the applicant or current or former AER licensees that are directly or indirectly associated or affiliated with the applicant or its directors, officers, or shareholders;
- outstanding noncompliances of current or former AER licensees that are directly or indirectly associated or affiliated with the applicant or its directors, officers, or shareholders;
- involvement of the applicant's directors, officers, or shareholders in entities that have initiated or are subject to bankruptcy or receivership proceedings or in current or former AER licensees that have outstanding noncompliances; and

- naming of directors, officers, or shareholders of current or former AER licensees under section 106 of the *Oil and Gas Conservation Act*.

The AER will assess the information provided in the application, along with any other relevant information, and will determine whether the applicant meets the eligibility requirements for acquiring and holding AER licences or approvals.

The AER may refuse to grant licence eligibility or may grant licence eligibility with or without restrictions, terms, or conditions.

Restrictions, terms, and conditions may include

- the types of licences or approvals that may be held,
- the number of licences or approvals that may be held,
- additional scrutiny required at time of application for or transfer of a licence or approval,
- requirement to provide full or partial security at time of application for or transfer of a licence or approval,
- requirements regarding the minimum or maximum working interest percentage permitted, or
- a requirement to address outstanding noncompliances of current or former AER licensees that are directly or indirectly associated with the applicant or its directors, officers, or shareholders.

5 Fee

For most licence eligibility types, a fee is required. The amount of the fee is prescribed in the *Oil and Gas Conservation Rules* and may be waived or varied by the AER if circumstances warrant (section 17.010).

Applications that do not include the required fee will be summarily closed.

6 Insurance

At the time of applying for licence eligibility, applicants must have and maintain comprehensive general liability insurance with minimum coverage of \$1 000 000. Applicants must submit a certificate of proof of insurance or a statement of the insurer describing the coverage, effective date, and termination date of the insurance.

Should eligibility be granted, you must maintain reasonable and appropriate insurance coverage for the operations of the company. Such coverage must include pollution coverage sufficient to cover the cost of removal and cleanup operations required as a result of an incident. Sufficient coverage for loss or damage to property or bodily injury caused during operations must also be maintained.

A certificate of insurance must be provided to the AER upon request. Notice of cancellation of insurance must be provided within 30 days. Unless otherwise authorized, you must have insurance issued from a company registered in Alberta to provide insurance in Alberta.

Upon request, information regarding coverage and content of the insurance must be provided. The AER may require the licensee to obtain additional insurance; at all times the licensee is solely responsible for maintaining appropriate levels of insurance given the nature and scope of operations.

7 Residency Requirements

An applicant must either

- be resident in Alberta, as defined in section 1.020(2.1) of the *Oil and Gas Conservation Rules* and section 1(6) of the *Pipeline Rules*;
- appoint an agent that is resident in Alberta (schedule 2) and have that appointment approved by the AER, as required by section 91 of the *Oil and Gas Conservation Act* (section 91) and section 19 of the *Pipeline Act*; or
- be exempt from the resident/agent requirement (granted under specific circumstances set out in section 1.030 of the *Oil and Gas Conservation Rules* and section 1.1 of the *Pipeline Rules*).

For these purposes, “resident” means,

- in the case of an individual, having his or her home in and being ordinarily present in Alberta or,
- in the case of a corporation, having a director, officer, or employee that has his or her home in and is ordinarily present in Alberta and is authorized to make decisions about the licensing and operating of the well, pipeline, or facility and about implementing the directions of the AER regarding the well, pipeline, or facility.

If an applicant does not meet this definition of resident, then the applicant must appoint an agent. Schedule 2 must be completed and submitted and the appointment must be approved by the AER before it is in effect.

Both the applicant and the agent must meet all the licence eligibility requirements set out in this directive.

8 Requirements for Existing Holders of Licence or Approval

All existing licence or approval holders must meet licence eligibility requirements on an ongoing basis and ensure that the information the AER has on file is kept accurate. An updated schedule 1 must be provided within 30 days of any material change and may result in the AER revoking

eligibility or restricting eligibility by imposing terms and conditions where, in its opinion, the change has resulted in an unreasonable risk.

Material changes include

- changes to legal status and corporate structure;
- addition or removal of a related corporate entity;
- amalgamation, merger, or acquisition;
- changes to directors, officers, or control persons¹;
- appointment of a monitor, receiver, or trustee over the licensee's property;
- plan of arrangement or any other transaction that results in a material change to the operations of the licensee;
- the sale of all or substantially all of the licensee's assets; or
- cancellation of insurance coverage.

Before effecting a material change, licensees may request an advance ruling on whether the AER would consider the change an unreasonable risk.

9 Restriction of Licence Eligibility

There are three main circumstances in which the AER may revoke or restrict licence eligibility:

- 1) failure to provide complete and accurate information and ensure that information remains complete and accurate by advising the AER of material changes within 30 days;
- 2) after consideration of the factors in section 4, a finding by the AER that, as a result of a material change or compliance history, the licensee poses an unreasonable risk; or
- 3) the licensee fails to acquire or hold licences or approvals within one year following granting of licence eligibility.

If a party already holds licences or approvals, licence eligibility will be restricted. If the party had general eligibility, this will be changed to limited eligibility, and additional terms or conditions may be imposed. The party will not be permitted to acquire additional licences or approvals unless general licence eligibility is reacquired or the terms and conditions are lifted.

If a party does not hold licences or approvals, licence eligibility will be revoked and the party will have no eligibility. The party will have to reapply under this directive for licence eligibility.

¹ A "control person" means any person or company, or combination of persons and companies, that hold or control more than 20% of the outstanding voting securities of the licensee or approval holder.

10 Application for Amendment to Eligibility

Application to amend licence eligibility will require reapplication under this directive, including payment of an additional fee, and may result in the imposition of restrictions, terms, or conditions.

Directive 067 – Schedule 1 Licence Eligibility (Well, Facility, or Pipeline)



Month	Day	Year					

A. Individual Completing Form

Full name: _____

Relationship to applicant: _____

Address: _____

Telephone: _____ Fax: _____ Email: _____

B. Applicant Information

Applicant name: _____ BA code: _____

Address: _____

Telephone: _____ Fax: _____ Email: _____

24-hr emergency response no.: _____ Alberta corporate access no.: _____

Contact person for this schedule: _____

C. Nature of Application

- Application for general licence eligibility to hold AER licences or approvals
- Application for amendment of licence eligibility
- Corporate profile update (complete sections E and F)

D. Licence Eligibility

Check the appropriate boxes to indicate the required items you have completed and attached.

- Well, Facility, and/or Pipeline Licence**
 - Corporate information (section E)
 - Appointment of agent (if applicant is nonresident)
 - Proof of insurance

- First-time licensee fee
- Statutory declaration

E. Corporate Information (only required if applicant is a corporation)

Please provide details regarding the corporate structure of the applicant and provide the full names of any related entities, including parent and subsidiary corporations and any entity with common directors, officers, partners, or control persons (any person or company, or combination of persons and companies, that hold or control more than 20% of the outstanding voting securities of the licensee or approval holder.) of the applicant.

Are there any current regulatory proceedings or outstanding noncompliances (including financial) associated with the applicant or any related entities in Alberta and other jurisdictions?

- Yes No

If yes, provide the details.

- A copy of the most recent audited financial statements is attached.

List the full legal names of all shareholders (including corporate shareholders) who directly or indirectly own more than 20% of the outstanding voting securities of the corporation (Attach a separate sheet if more space is needed.)

<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

Directors of the corporation (names, including initials, must match exactly with the names in the Alberta Corporate Registry Computer System [CORES]; also include any professional designations)

Senior officers (including professional designations)

Chief Executive Officer: _____

Chief Operating Officer: _____

Chief Financial Officer: _____

President: _____

Other (provide below)

_____ : _____

In the last 5 years have any of the above directors and officers been a director or officer of an energy company in any jurisdiction?

Yes No

If yes, provide the details below. Attach additional sheets if necessary.

Name	Position held	Company	Jurisdiction	Period in which position was held

In the last 5 years have any of the above directors and officers been a director or officer of an energy company that has been subject to insolvency proceedings either while they were a director or officer or during the 12-month period preceding such proceedings?

Yes No

If yes, provide the details below. Attach additional sheets if necessary.

Name	Position held	Company	Date of commencement of insolvency proceeding

For each of the directors and officers listed above, attach a legible copy of one current piece of government-issued identification that contains a photograph taken within the last 10 years and an accompanying affidavit or attestation of instrument and declaration (see last page of this schedule). This personal information is being collected for the following purposes:

- to verify the accuracy of the information that has been provided (e.g., to reveal and deter fraud or misrepresentation);
- to consider the applicant's eligibility to receive a licence;
- to conduct compliance and enforcement proceedings; and
- to perform other investigations as required by and to ensure compliance with applicable requirements.

The Alberta Energy Regulator will make security arrangements to protect the personal information collected by it from risks such as unauthorized access, use, disclosure or destruction. If you have any questions regarding the collection, use, or disclosure of the personal information that is the subject of this document please contact AER Liability Management, Suite 1000, 250 - 5th Street SW, Calgary, Alberta T2P 0R4; telephone: (403) 297-8311; toll free: 1-855-297-8311; email: LiabilityManagement@aer.ca.

F. Declaration of Director or Officer (to be completed by each director and officer listed in section E)

I, _____, of _____
(signatory's name) (city/location)

in the Province of _____, as _____
(province) (job title)

declare that

- 1) the information here and in all supporting documentation is complete and accurate to the best of the signatory's knowledge, having made reasonable inquiries about the matters herein;
- 2) I am aware of and have the authority and responsibility to bind the applicant and ensure compliance with the requirements imposed by the statutes, regulations, and rules of the Province of Alberta and the directives and policies of the Alberta Energy Regulator that are pertinent to AER licence holders; and
- 3) the applicant agrees to attorn to the jurisdiction of the Alberta Energy Regulator and the province of Alberta.

Name (printed): _____

Position: _____

Signature: _____

Submit the completed form and all necessary attachments to LiabilityManagement@aer.ca.

G. AER Use Only

The Alberta Energy Regulator hereby disposes of the identification code licensee eligibility type application as submitted subject to the attached conditions (if any).

Approved by: _____

BA code: _____

Title: _____

Licence eligibility type: _____

Date: _____

Attestation of Instrument and Declaration

I, _____, hereby certify that I met with _____ on _____ and verified this person’s identity by examining the original of this person’s identity document, of which a photocopy is contained on this page. The photograph in the identity document is a true likeness of the said person and to the best of my knowledge and belief, the identity document that I examined is valid and unexpired.

Attested to by me at _____, on _____.

Signature of Attestor

Printed Name of Attestor

Title or Profession of Attestor

Address of Attestor

Telephone Number of Attestor

Directive 067 – Schedule 2 AER Agent Registration and Discharge



Agent Appointment (by licensee)		
<input type="text"/>	<input type="text"/>	<input type="text"/>
Month	Day	Year
Agent's name: _____		
Address: _____		

Telephone: _____ Fax: _____ E-mail: _____		
24-hr emergency response no.: _____		
Agent's BA code: _____		
Agent's Alberta Corporate Access Number: _____		
Agent's contact person: _____		
Appointment Statement		
In accordance with section 91 of the <i>Oil and Gas Conservation Act</i> and/or section 19 of the <i>Pipeline Act</i> , the licensee, _____, hereby appoints _____ as its registered agent in the Province of Alberta to carry out its duties and responsibilities under the <i>Oil and Gas Conservation Act and Rules</i> and/or the <i>Pipeline Act and Rules</i> . The licensee acknowledges that this appointment of an agent does not relieve the licensee of any duty or responsibility under the <i>Oil and Gas Conservation Act and Rules</i> and/or the <i>Pipeline Act and Rules</i> .		
Name (printed): _____ Position: _____		
Signature: _____		

Agent Acceptance (by agent)		
<input type="text"/>	<input type="text"/>	<input type="text"/>
Month	Day	Year
Acceptance Statement		
The agent, _____, hereby accepts this appointment and acknowledges the responsibility to comply with all duties and responsibilities of the appointing licensee under the <i>Oil and Gas Conservation Act and Rules</i> and/or the <i>Pipeline Act and Rules</i> .		
Name (printed): _____ Position: _____		
Signature: _____		
<input type="checkbox"/> Proof of insurance attached		

(continued)

Agent's corporate profile

List all shareholders unless there are more than 5. If more than 5, list only those who directly or indirectly own more than 20% of the outstanding voting securities of the corporation. (Attach a separate sheet if more space is needed.)

_____	_____
_____	_____
_____	_____
_____	_____

Directors (names, including initials, must match exactly with the names in the Alberta Corporate Registry Computer System, CORES)

_____	_____
_____	_____
_____	_____

Senior officers

Chief Executive Officer: _____

Chief Operating Officer: _____

Chief Financial Officer: _____

President: _____

AER Use Only

The AER hereby approves the agent appointment as submitted subject to the attached conditions (if any).

Approved by: _____ Licensee BA code: _____

Title: _____ Licence eligibility type: _____

Date: _____ Agent BA code: _____

Agent Discharge

--	--	--	--	--	--

Month Day Year

Discharge Statement

Agent discharge may only occur upon consent of the AER. The liability of an agent for a licensee's oil and gas properties continues until the AER agrees in writing to accept the Agent Discharge application, as per section 91(7) of the *Oil and Gas Conservation Act*. (Note that even after discharge, the agent remains responsible and liable for acts and omissions during the time it was agent.)

The licensee, _____, hereby discharges _____ as its registered agent in the Province of Alberta under the *Oil and Gas Conservation Act* and/or the *Pipeline Act*.

Name (printed): _____ Position: _____

Signature: _____

Submit the completed Schedules 1 and 2 and all necessary attachments to the Alberta Energy Regulator, Liability Management, Suite 1000, 250 – 5 Street SW, Calgary, Alberta T2P 0R4.

AER Use Only

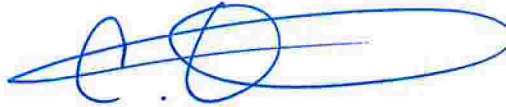
The AER hereby approves the discharge of agent as submitted subject to the attached conditions (if any).

Approved by: _____ Licensee BA code: _____

Title: _____ Licence eligibility type: _____

Date: _____ Agent BA code: _____

THIS IS EXHIBIT "I" TO THE
AFFIDAVIT OF MARIA LAVELLE
SWORN BEFORE ME AT Calgary, Alberta
this 21 day of October, 2020

A handwritten signature in blue ink, consisting of several overlapping loops and a long horizontal stroke.

A Commissioner of Oaths in and for the Province of Alberta

**CATRINA WEBSTER
BARRISTER & SOLICITOR**

Cassels

October 15, 2020

Via Email

Alberta Energy Regulator
1000, 250 5 Street SW
Calgary AB, T2P 0R4

joliver@cassels.com
tel: +1 403 351 2921
fax: +1 403 648 1151
file # 55035-1

Attention: Ms. Maria Lavelle

Orphan Well Association
1005, 850 2nd Street SW
Calgary, AB T2P 0R8

Saskatchewan Ministry of Energy and Resources
1000, 2103 11th Avenue
Regina, SK S4P 3Z8

Attention: Lars DePauw

Saskatchewan Ministry of Justice
2405 Legislative Dr.
Regina, SK S4S 0B3

Attention: Candy Dominique

Indian Oil and Gas Canada
100, 9911 Chilla Boulevard
Tsuut'ina, AB T3T 0E1

Attention: Leanne Lang

Attention: Lori Williams / Jordan Milne

Dear Sirs and Madam:

Re: In the Matter of the *Companies' Creditors Arrangement Act*, RSC 1985, c C-36, as amended (the "CCAA") proceedings of Bow River Energy Ltd. ("Bow River" or the "Company")

Please be advised that we have been retained as new counsel to Bow River in the above-referenced matter. A Notice of Change of Representation evidencing the same is in the process of being filed and will be served in due course.

We write further to BLG's letters to the Alberta Energy Regulator ("**AER**") and to Indian Oil and Gas Canada ("**IOGC**"), the Saskatchewan Ministry of Justice, in its capacity as counsel for various Ministries within the Government of Saskatchewan (the "**Saskatchewan Ministries**"), and the Saskatchewan Ministry of Energy and Resources ("**SMER**"), dated September 24, 2020 and September 29, 2020, respectively.

As has been expressed in those letters, the decision by the AER and the Orphan Well Association ("**OWA**") to oppose the Company's proposed transactions respecting its Alberta properties has put Bow River in an impossible position. Having already expended considerable funds to conduct the Court-approved sales and investment solicitation process ("**SISP**"), the Company does not have the financial resources to conduct an additional sales process and has exhausted its

alternative sources of funding. While the Company is disappointed with the position maintained by the AER and the OWA, namely that neither will support anything less than an *en bloc* transaction in CCAA proceedings, the Company appears to be out of options. In the circumstances, the Company wishes to work co-operatively to ensure a safe and responsible transition of assets occurs to the AER/OWA.

In terms of the situation facing the Company in Saskatchewan, I am advised that the Company never received a reply to Bow River's proposed transactions respecting properties situated there. At this juncture and given the decision the Company has made respecting continuing operations in Alberta, quite simply Bow River is out of time and out of money and no longer in a position to consummate transactions respecting its Saskatchewan properties.

With no viable sales transactions in either Alberta or Saskatchewan, the Company simply cannot continue. As a result, Bow River has made the incredibly difficult decision to cease operations in both Alberta and Saskatchewan. Effective as of October 29, 2020, please be advised that all of Bow River's present directors and officers will resign, and all Bow River employees and contractors will be terminated.

Up until October 29, 2020, we confirm that Bow River will maintain care and custody of its properties and will comply with all applicable legislative and regulatory obligations, including providing emergency response if necessary. However, following that date, Bow River does not have the financial resources to continue to do so.

The Company intends to work cooperatively with the AER and the OWA to develop a transition plan to ensure the orderly transition of its assets to a party as designated by the regulator, and believes that value will be maximized if production continues on such assets prior to and after a transition. The Company would also like to begin similar discussions with SER and invites SER to contact the undersigned to do so.

Yours truly,

Cassels Brock & Blackwell LLP



Jeffrey Oliver
Partner

JO/rk

CC: Bonni Pierce and Kaitlin Szacki, Alberta Energy Regulator – via email

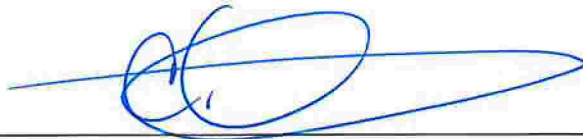
Marc A. Kelly, BDO Canada Limited (Monitor) – via email
Keely Cameron, Bennett Jones LLP (Counsel to the Monitor) – via email

Matti Lemmens, Borden Ladner Gervais LLP (Counsel to 2270943 Alberta Ltd.) – via email

Terry Czechowskyj, Miles Davison LLP (Counsel to the Orphan Well Association) – via email

LEGAL*51305504.4

THIS IS EXHIBIT "J" TO THE
AFFIDAVIT OF MARIA LAVELLE
SWORN BEFORE ME AT Calgary, Alberta
this 21 day of October, 2020

A handwritten signature in blue ink, consisting of a large, stylized loop followed by a horizontal line extending to the right.

A Commissioner of Oaths in and for the Province of Alberta

CATRINA WEBSTER
BARRISTER & SOLICITOR

From: Kaitlin Szacki

Sent: October 21, 2020 2:12 PM

To: Robert Dumaine <robert.dumaine@bowriverenergy.com>; daniel.belot@bowriverenergy.com; Kellie D'Hondt <kellie.dhondt@bowriverenergy.com>; Angie Stastook <Angie.Stastook@bowriverenergy.com>

Cc: David Hardie <David.Hardie@aer.ca>; Maria Lavelle <Maria.Lavelle@aer.ca>; Bonni Pierce <Bonni.Pierce@aer.ca>; Kelly, Marc <makelly@bdo.ca>; Keely Cameron <CameronK@bennettjones.com>; Oliver, Jeffrey <joliver@cassels.com>; Darren Antos <Darren.Antos@aer.ca>

Subject: Order 2020-033 Bow River Energy Ltd.

Importance: High

Good afternoon,

On behalf of the SDM, please see enclosed order AD 2020-033, issued to Bow River Energy Ltd. **Please confirm the receipt of this email.** The order will be delivered via email only.

The SDM has the ability to amend or stay the order should new facts be presented or should another party such as a receiver, receiver-manager,

Szacki, MPA

Manager, Orphaning, Insolvency & Legacy

Alberta Energy Regulator

e Kaitlin.szacki@aer.ca tel 403-297-6995 cell 403-473-6399

Suite 1000, 250 – 5 Street SW, Calgary, Alberta T2P 0R4

inquiries 1-855-297-8311 24-hour emergency 1-800-222-6514 or 780-422-4505 www.aer.ca

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MADE at the City of Calgary, in the
Province of Alberta, on

October 21, 2020

AD 2020-033

ALBERTA ENERGY REGULATOR

**Under sections 25 and 27 of the *Oil and Gas Conservation Act (OGCA)*
Under sections 12 and 23 of the *Pipeline Act***

Bow River Energy Ltd. (A6N8)
1900, 520 - 3RD Ave SW
Calgary, AB T2P0R3

(“Bow River” or the “Licensee”)

WHEREAS Bow River Energy Ltd. (Bow River) is the holder of the Alberta Energy Regulator (AER) well, facility and pipeline licences listed in Appendix A (collectively, the Bow River Licences);

WHEREAS on May 29, 2020 Bow River notified the AER that due to financial distress it was applying for a *Companies’ Creditors Arrangement Act (CCAA)* Initial Order, which was approved by the courts on June 1, 2020 with the appointment of BDO Canada Limited as the monitor (Monitor) and the stay of proceedings contained in the Initial Order was further extended by subsequent orders until October 30, 2020;

WHEREAS on July 24, 2020 Bow River received court approval to conduct a sales and investment solicitation process for the sale or investment in Bow River’s assets;

WHEREAS the Licensee presented proposals for a sale of some but not all of Bow River’s assets to the AER for consideration on September 10 and 16, 2020;

WHEREAS on September 21, 2020 the AER advised the Licensee that the proposals submitted did not fully address the Licensee’s regulatory end of life obligations, specifically the abandonment and reclamation of all of the Bow River Licences;

WHEREAS on October 15, 2020, Bow River through correspondence advised the AER that Bow River after the date of October 29, 2020 no longer has the financial resources to comply with all of the applicable legislative and regulatory obligations, including providing emergency response, if necessary and, effective as of October 29, 2020, all of Bow River’s directors and officers will

resign, and all Bow River employees and contractors will be terminated, and Bow River would cease operations;

WHEREAS the Licensee ceasing operations would leave an estimated \$44,715,215 Million in unfunded liabilities as the estimated cost to abandon and reclaim the Licensee's assets, as determined by AER *Directive 011: Licensee Liability Rating (LLR) Program: Updated Industry Parameters and Liability Costs*;

WHEREAS the Licensee has been working proactively with the AER and has confirmed its intent to continue to provide care and custody, including emergency response, until a transition to other responsible parties occurs;

WHEREAS the Licensee has cooperated with the AER in generally complying with regulatory requirements to date;

WHEREAS when Bow River ceases operations on October 29, 2020, such action will not limit or relieve Bow River from any of the regulatory obligations of a licensee or the obligations as set out in this Order;

WHEREAS David Hardie, Director, Liability Management (Director) has been appointed as a Director for the purposes of issuing orders under the *OGCA* (the Director);

THEREFORE, I, David Hardie, under sections 25 and 27 of the *OGCA*, and sections 12 and 23 of the *Pipeline Act*, DO HEREBY ORDER the following:

1. Bow River Licences in Appendix A Tables 1, 2 and 3 (Bow River "A Sites") are to be suspended on or before October 29, 2020, and are subject to the following directions:
 - a. Any containment devices or equipment including but not limited to tanks, vessels, pipelines, lease piping, sumps, drains, tubs, containers, pits, or containment rings on any of the Bow River "A Sites" must be depressurized, emptied, and rendered safe in a manner acceptable to the Director no later than October 29, 2020;
 - b. Any fluids located on any of the Bow River "A Sites" must be removed and stored or disposed of in a manner acceptable to the Director no later than October 29, 2020;
 - c. Any hazards on any of the Bow River "A Sites", that present a risk to public safety or the environment, must be reported and addressed in a manner acceptable to the Director no later than October 29, 2020;
 - d. All wells listed in Table 1 of Appendix A must be shut in, sealed, locked and chained in a manner acceptable to the Director no later than October 29, 2020;
2. Bow River Licences in Appendix B Tables 1, 2 and 3 (Bow River "B Sites") are to be suspended on or before November 29, 2020, and are subject to the following directions:

- a. Any containment devices or equipment including but not limited to tanks, vessels, pipelines, lease piping, sumps, drains, tubs, containers, pits, or containment rings on any of the Bow River “B Sites” must be depressurized, emptied, and rendered safe in a manner acceptable to the Director no later than November 29, 2020;
 - b. Any fluids located on any of the Bow River B Sites must be removed and stored or disposed of in a manner acceptable to the Director no later than November 29, 2020;
 - c. Any hazards on any of the Bow River B Sites, that present a risk to public safety or the environment, must be reported and addressed in a manner acceptable to the Director no later than November 29, 2020;
 - d. All wells listed in Table 1 of Appendix B must be shut in, sealed, locked and chained in a manner acceptable to the Director no later than November 29, 2020;
3. Bow River must, for all the Bow River “A Sites”, do the following:
- a. Submit an abandonment plan (“the Abandonment Plan”) to the AER for approval for the Bow River sites set out in Appendix A in accordance with AER requirements by no later than October 29, 2020; AND
 - b. Complete abandonment work for all licenses listed in Appendix A prior to October 29, 2020;
4. Bow River must, for all the Bow River “B Sites”, do the following:
- a. Submit an abandonment plan (“the Abandonment Plan”) to the AER for approval for the Bow River sites set out in Appendix B in accordance with AER requirements by no later than November 29, 2020; AND
 - b. Complete abandonment work for all licenses listed in Appendix B prior to November 29, 2020;
5. All applicable regulatory requirements are to be followed and complied with in the undertaking of any actions or direction prescribed under this Order.
6. When complying with sections 3 and 4 of this Order, the Licensee shall submit all applicable documentation confirming completion of abandonment operations, including confirmation of surface abandonment and removal of cement pads, debris, and produced liquids associated with the wells, facilities and pipelines listed in Appendix A and B.
7. Pursuant to section 101 of the *OGCA* and section 28 of the *Pipeline Act*, the Licensee and their agents are entitled to have access to and may enter onto the land and any structures on the land concerned for the purposes of carrying out activities contemplated in this Order

Dated at the City of Calgary in the Province of Alberta, the 21st day of October 2020.



David Hardie, Director, Liability Management, Alberta Energy Regulator

In complying with this order, the Licensee and the Parties named must obtain all approvals necessary, notwithstanding the above requirements.

This order in no way precludes any enforcement actions being taken regarding this matter under the *OGCA, Pipeline Act*, or any other provincial or federal legislation, or by any other regulator with jurisdiction.

All enforcement actions issued by the AER may be subject to a follow-up review to confirm previous commitments have been completed and measures have been implemented, to ensure similar noncompliances are prevented in the future. The AER may request any information that demonstrates steps have been taken to prevent repeat noncompliances from occurring.

Under the *Responsible Energy Development Act (REDA)*, an eligible person may request an appeal of decisions that meet certain criteria. Eligible persons and appealable decisions are defined in section 36 of the *REDA* and section 3.1 of the *Responsible Energy Development Act General Regulation*. If you wish to file a request for regulatory appeal, you must submit your request according to the AER's requirements. You can find filing requirements and forms on the AER website, www.aer.ca, under Applications & Notices: Appeals.

Appendix A – Bow River “A Sites”

Bow River Energy Ltd. Licences for Suspension and Abandonment, subject to deadlines by October 29, 2020

Table 1: Wells for Suspension and Abandonment

Licence	Well UWI	Status	Surface Location
W0497680	02/10-02-039-02W4/0	Issued	03-12-039-02W4
W0495394	07/03-11-039-02W4/0	Amended	01-10-039-02W4
W0455889	00/02-12-039-04W4/0	Issued	16-01-039-04W4
W0454909	00/06-20-041-04W4/0	Issued	07-20-041-04W4
W0433665	10/08-12-039-04W4/0	Issued	16-12-039-04W4
W0433658	02/06-14-041-03W4/0	Suspension	13-11-041-03W4
W0429889	09/08-12-039-04W4/0	Suspension	16-01-039-04W4
W0428699	08/08-12-039-04W4/0	Suspension	16-01-039-04W4
W0417446	07/08-12-039-04W4/0	Issued	16-12-039-04W4
W0417065	00/04-02-041-04W4/0	Suspension	03-02-041-04W4
W0416303	00/10-06-041-02W4/0	Suspension	10-06-041-02W4
W0414732	04/11-11-041-03W4/0	Issued	14-11-041-03W4
W0402936	04/15-03-039-02W4/0	Issued	13-02-039-02W4
W0400452	02/04-05-039-03W4/0	Suspension	04-05-039-03W4
W0398612	02/13-34-040-07W4/0	Issued	13-34-040-07W4
W0397562	00/16-32-038-01W4/0	Suspension	16-32-038-01W4
W0396869	02/11-35-040-03W4/0	Issued	11-35-040-03W4
W0395781	03/10-19-062-01W4/0	Suspension	10-19-062-01W4
W0383846	16/12-34-040-07W4/0	Issued	12-34-040-07W4
W0379302	00/16-28-033-09W4/0	Suspension	16-28-033-09W4
W0378363	00/14-12-040-01W4/0	Suspension	14-12-040-01W4
W0378362	00/10-14-040-01W4/0	Suspension	10-14-040-01W4
W0378083	15/12-34-040-07W4/0	Issued	12-34-040-07W4
W0378056	14/12-34-040-07W4/0	Suspension	12-34-040-07W4
W0377951	17/11-34-040-07W4/0	Issued	11-34-040-07W4
W0377454	00/13-34-040-07W4/0	Suspension	13-34-040-07W4
W0377197	07/04-34-040-07W4/0	Issued	04-34-040-07W4
W0376295	02/15-15-041-04W4/0	Suspension	15-15-041-04W4
W0375746	04/07-34-040-07W4/0	Suspension	07-34-040-07W4
W0375712	16/11-34-040-07W4/0	Issued	11-34-040-07W4
W0375711	04/10-34-040-07W4/0	Suspension	11-34-040-07W4
W0375710	13/12-34-040-07W4/0	Issued	12-34-040-07W4
W0375492	02/02-28-033-09W4/0	Suspension	02-28-033-09W4
W0375379	00/09-15-041-04W4/0	Suspension	16-15-041-04W4
W0375237	03/09-23-041-04W4/0	Suspension	09-23-041-04W4
W0374540	07/07-21-041-04W4/0	Suspension	07-21-041-04W4
W0373197	02/02-36-038-06W4/0	Suspension	15-25-038-06W4
W0368450	00/05-32-038-01W4/0	Suspension	05-32-038-01W4
W0368147	02/16-18-035-01W4/0	Suspension	16-18-035-01W4

W0367960	02/12-22-040-01W4/0	Issued	13-22-040-01W4
W0367921	00/13-17-035-01W4/0	Suspension	13-17-035-01W4
W0365898	06/04-34-040-07W4/0	Suspension	04-34-040-07W4
W0365847	00/09-29-044-11W4/0	Suspension	09-29-044-11W4
W0365664	04/15-32-038-01W4/0	Suspension	15-32-038-01W4
W0365638	03/15-32-038-01W4/0	Suspension	15-32-038-01W4
W0365543	00/01-09-032-06W4/0	Suspension	01-09-032-06W4
W0365172	00/04-11-042-03W4/0	Suspension	04-11-042-03W4
W0365104	04/14-32-038-01W4/0	Suspension	11-32-038-01W4
W0365066	00/10-22-033-10W4/0	Suspension	10-22-033-10W4
W0364945	02/11-32-038-01W4/0	Issued	11-32-038-01W4
W0364944	00/12-32-038-01W4/0	Suspension	12-32-038-01W4
W0364943	03/14-32-038-01W4/0	Suspension	14-32-038-01W4
W0364885	04/03-34-040-03W4/0	Issued	03-34-040-03W4
W0363686	03/16-15-041-04W4/0	Suspension	16-15-041-04W4
W0363672	00/03-14-041-04W4/0	Suspension	02-14-041-04W4
W0363500	00/11-10-041-03W4/0	Suspension	11-10-041-03W4
W0363455	00/13-10-041-03W4/0	Suspension	13-10-041-03W4
W0363262	03/03-34-040-03W4/0	Issued	03-34-040-03W4
W0363000	11/03-34-040-07W4/0	Issued	03-34-040-07W4
W0362955	00/14-10-041-03W4/0	Suspension	14-10-041-03W4
W0362879	06/02-34-040-07W4/0	Suspension	02-34-040-07W4
W0362355	00/08-31-040-02W4/0	Suspension	08-31-040-02W4
W0360772	00/01-26-033-04W4/0	Suspension	01-26-033-04W4
W0359716	00/03-12-040-01W4/2	Suspension	03-12-040-01W4
W0358792	03/16-18-035-01W4/0	Suspension	16-18-035-01W4
W0356896	00/14-30-044-11W4/0	Suspension	14-30-044-11W4
W0352024	00/06-14-040-01W4/3	Suspension	06-14-040-01W4
W0351426	02/06-22-043-02W4/0	Suspension	07-22-043-02W4
W0346218	10/03-34-040-07W4/0	Suspension	03-34-040-07W4
W0345893	05/06-34-040-07W4/0	Issued	06-34-040-07W4
W0345700	15/11-34-040-07W4/0	Issued	11-34-040-07W4
W0342872	09/03-34-040-07W4/0	Suspension	02-34-040-07W4
W0342871	08/03-34-040-07W4/0	Suspension	02-34-040-07W4
W0342846	00/09-09-041-05W4/0	Suspension	07-09-041-05W4
W0340675	00/02-10-032-06W4/0	Suspension	02-10-032-06W4
W0339067	00/07-14-041-05W4/0	Issued	07-14-041-05W4
W0338202	00/11-04-033-09W4/0	Suspension	11-04-033-09W4
W0337892	02/14-32-038-01W4/0	Suspension	14-32-038-01W4
W0337884	02/06-32-038-01W4/0	Suspension	06-32-038-01W4
W0337311	00/09-34-033-04W4/0	Suspension	09-34-033-04W4
W0336731	02/08-10-041-05W4/0	Suspension	08-10-041-05W4
W0336717	00/10-10-041-05W4/0	Suspension	10-10-041-05W4
W0336081	02/15-32-038-01W4/0	Suspension	15-32-038-01W4
W0335801	00/04-32-038-01W4/0	Suspension	04-32-038-01W4
W0335354	00/03-32-038-01W4/0	Suspension	03-32-038-01W4

W0335346	00/11-32-038-01W4/0	Suspension	11-32-038-01W4
W0335320	00/06-32-038-01W4/0	Suspension	06-32-038-01W4
W0335285	00/13-03-033-09W4/0	Issued	13-03-033-09W4
W0334798	00/12-10-041-03W4/0	Suspension	13-10-041-03W4
W0334794	00/15-35-040-05W4/0	Suspension	16-35-040-05W4
W0334535	00/11-29-038-01W4/0	Suspension	11-29-038-01W4
W0334433	02/13-29-038-01W4/0	Suspension	13-29-038-01W4
W0334374	00/16-02-041-05W4/0	Suspension	16-02-041-05W4
W0334355	02/07-11-041-05W4/0	Suspension	06-11-041-05W4
W0334062	05/02-34-040-07W4/0	Suspension	03-34-040-07W4
W0334059	07/03-34-040-07W4/0	Suspension	03-34-040-07W4
W0334054	06/03-34-040-07W4/0	Issued	03-34-040-07W4
W0333950	05/03-34-040-07W4/0	Suspension	03-34-040-07W4
W0332852	00/09-11-041-05W4/0	Issued	09-11-041-05W4
W0325924	04/03-34-040-07W4/0	Issued	03-34-040-07W4
W0325920	04/02-34-040-07W4/0	Suspension	02-34-040-07W4
W0324798	00/10-36-040-05W4/0	Suspension	10-36-040-05W4
W0324552	02/06-02-041-04W4/0	Suspension	06-02-041-04W4
W0317533	03/02-34-040-07W4/0	Issued	02-34-040-07W4
W0315565	03/02-36-040-04W4/0	Issued	02-36-040-04W4
W0315495	13/11-34-040-07W4/0	Suspension	11-34-040-07W4
W0315403	12/12-34-040-07W4/0	Issued	05-34-040-07W4
W0315396	12/11-34-040-07W4/0	Issued	11-34-040-07W4
W0315371	00/15-32-038-01W4/0	Suspension	15-32-038-01W4
W0315324	03/10-34-040-07W4/0	Suspension	11-34-040-07W4
W0313176	00/10-21-032-08W4/0	Suspension	10-21-032-08W4
W0309998	00/04-19-041-05W4/0	Issued	04-19-041-05W4
W0309289	W0/13-05-042-05W4/0	Amended	09-06-042-05W4
W0308124	00/13-22-041-05W4/0	Issued	13-22-041-05W4
W0308088	00/15-31-041-05W4/0	Suspension	15-31-041-05W4
W0307955	02/11-13-041-06W4/0	Suspension	11-13-041-06W4
W0307952	00/13-12-041-06W4/0	Suspension	13-12-041-06W4
W0307946	00/10-02-041-05W4/0	Suspension	10-02-041-05W4
W0307925	00/08-10-041-05W4/0	Suspension	08-10-041-05W4
W0307090	14/11-34-040-07W4/0 14/11-34-040-07W4/2	Suspension	11-34-040-07W4
W0306683	03/07-34-040-07W4/0	Issued	07-34-040-07W4
W0305951	11/12-34-040-07W4/0	Suspension	05-34-040-07W4
W0305203	11/11-34-040-07W4/0	Amended	06-34-040-07W4
W0305125	10/11-34-040-07W4/0 10/11-34-040-07W4/2	Suspension	12-34-040-07W4
W0304897	18/11-34-040-07W4/0	Suspension	06-34-040-07W4
W0304803	08/11-34-040-07W4/0	Issued	11-34-040-07W4
W0303348	00/08-34-040-03W4/0	Suspension	09-34-040-03W4
W0302479	02/07-34-040-03W4/0	Issued	07-34-040-03W4
W0296029	07/11-34-040-07W4/0	Issued	06-34-040-07W4
W0295962	06/11-34-040-07W4/0	Issued	06-34-040-07W4
W0295634	10/12-34-040-07W4/0	Issued	05-34-040-07W4

W0294948	02/14-34-040-07W4/0	Amended	11-34-040-07W4
W0294945	09/12-34-040-07W4/0	Issued	11-34-040-07W4
W0294379	05/11-34-040-07W4/0	Issued	06-34-040-07W4
W0294375	04/11-34-040-07W4/0	Issued	11-34-040-07W4
W0287918	08/12-34-040-07W4/0	Issued	12-34-040-07W4
W0287884	00/16-34-040-07W4/0	Suspension	16-34-040-07W4
W0287519	05/04-34-040-07W4/0	Issued	04-34-040-07W4
W0284565	07/12-34-040-07W4/0	Suspension	11-34-040-07W4
W0284564	06/12-34-040-07W4/0	Suspension	11-34-040-07W4
W0283686	03/11-34-040-07W4/0	Issued	11-34-040-07W4
W0279799	00/11-12-039-04W4/0	Amended	06-12-039-04W4
W0275989	06/05-34-040-07W4/0	Issued	06-34-040-07W4
W0274768	00/01-32-038-03W4/0	Suspension	01-32-038-03W4
W0274754	00/06-05-039-03W4/0	Issued	06-05-039-03W4
W0274019	00/15-25-038-06W4/0	Suspension	15-25-038-06W4
W0273503	00/10-31-038-01W4/0	Suspension	10-31-038-01W4
W0271123	05/05-34-040-07W4/0	Suspension	05-34-040-07W4
W0271121	05/12-34-040-07W4/0	Suspension	12-34-040-07W4
W0271108	04/05-34-040-07W4/0	Issued	05-34-040-07W4
W0271012	04/04-34-040-07W4/0	Issued	04-34-040-07W4
W0270984	02/11-34-040-07W4/0	Suspension	11-34-040-07W4
W0270915	04/06-34-040-07W4/0	Suspension	06-34-040-07W4
W0270913	03/04-34-040-07W4/0	Issued	04-34-040-07W4
W0270907	04/12-34-040-07W4/0	Issued	12-34-040-07W4
W0269815	00/12-35-040-03W4/0	Suspension	11-35-040-03W4
W0265990	03/12-34-040-07W4/0	Issued	05-34-040-07W4
W0262740	03/05-34-040-07W4/0	Issued	05-34-040-07W4
W0262738	02/03-34-040-07W4/0	Suspension	03-34-040-07W4
W0262737	02/02-34-040-07W4/0	Suspension	02-34-040-07W4
W0258720	00/16-03-039-02W4/0	Suspension	16-03-039-02W4
W0256479	00/11-35-040-03W4/0	Suspension	11-35-040-03W4
W0255126	08/16-02-039-02W4/0	Suspension	16-02-039-02W4
W0254740	03/15-03-039-02W4/0	Suspension	15-03-039-02W4
W0242435	03/02-10-039-02W4/0	Suspension	04-11-039-02W4
W0241324	00/07-32-038-03W4/0	Suspension	07-32-038-03W4
W0241159	00/11-32-038-03W4/0	Suspension	10-32-038-03W4
W0237815	02/06-12-039-04W4/0	Suspension	03-12-039-04W4
W0235555	02/02-10-039-02W4/0	Suspension	04-11-039-02W4
W0233466	00/11-15-041-04W4/0	Suspension	11-15-041-04W4
W0233129	03/11-24-040-03W4/0	Suspension	14-24-040-03W4
W0233128	03/04-25-040-03W4/0	Suspension	04-25-040-03W4
W0226096	00/15-02-039-02W4/0	Suspension	13-01-039-02W4
W0225254	00/14-03-039-02W4/0	Issued	14-03-039-02W4
W0224504	04/03-11-039-02W4/0	Suspension	01-10-039-02W4
W0224458	07/16-02-039-02W4/0	Suspension	16-02-039-02W4
W0218721	00/13-01-039-02W4/0	Suspension	04-12-039-02W4

W0218650	00/12-03-045-05W4/0	Suspension	12-03-045-05W4
W0217769	00/08-27-034-05W4/0	Suspension	08-27-034-05W4
W0216518	00/04-11-039-02W4/0	Suspension	04-11-039-02W4
W0211439	02/02-11-039-02W4/0	Suspension	01-11-039-02W4
W0211113	03/09-02-039-02W4/0	Suspension	09-02-039-02W4
W0211109	06/16-02-039-02W4/0	Suspension	09-02-039-02W4
W0211108	05/16-02-039-02W4/0	Suspension	09-02-039-02W4
W0211107	04/16-02-039-02W4/0	Suspension	09-02-039-02W4
W0210367	03/16-03-041-03W4/0	Suspension	16-03-041-03W4
W0209249	02/09-02-039-02W4/0	Suspension	09-02-039-02W4
W0208730	08/12-21-041-04W4/0	Issued	11-21-041-04W4
W0208648	05/10-21-041-04W4/0	Issued	10-21-041-04W4
W0208647	07/06-21-041-04W4/0	Issued	07-21-041-04W4
W0208644	07/13-21-041-04W4/0	Suspension	13-21-041-04W4
W0208525	03/16-02-039-02W4/0	Suspension	16-02-039-02W4
W0208523	00/09-02-039-02W4/0	Suspension	09-02-039-02W4
W0208509	02/16-02-039-02W4/0	Issued	13-01-039-02W4
W0206989	00/07-03-041-03W4/0	Suspension	07-03-041-03W4
W0206987	03/07-03-041-03W4/0	Suspension	07-03-041-03W4
W0206696	08/12-20-041-04W4/0	Suspension	12-20-041-04W4
W0206298	06/09-03-041-03W4/0	Suspension	09-03-041-03W4
W0204475	02/16-03-041-03W4/0	Suspension	16-03-041-03W4
W0204472	05/09-03-041-03W4/0	Suspension	16-03-041-03W4
W0204423	04/10-19-041-04W4/0	Issued	10-19-041-04W4
W0204358	00/14-11-041-04W4/0	Suspension	15-11-041-04W4
W0203743	00/16-02-039-02W4/0	Amended	13-01-039-02W4
W0203405	04/09-03-039-04W4/0	Suspension	09-03-039-04W4
W0203404	03/09-03-039-04W4/0	Suspension	09-03-039-04W4
W0202862	06/05-11-041-03W4/0	Suspension	05-11-041-03W4
W0202684	05/03-18-041-03W4/0	Suspension	03-18-041-03W4
W0202638	05/12-18-041-03W4/0 05/12-18-041-03W4/2	Suspension	12-18-041-03W4
W0202581	04/03-18-041-03W4/0	Suspension	06-18-041-03W4
W0202580	03/03-18-041-03W4/0	Suspension	06-18-041-03W4
W0202579	02/03-18-041-03W4/0	Amended	06-18-041-03W4
W0202578	05/06-18-041-03W4/0	Suspension	06-18-041-03W4
W0202577	02/02-18-041-03W4/0	Suspension	03-18-041-03W4
W0202576	00/02-18-041-03W4/0	Suspension	03-18-041-03W4
W0202575	04/06-18-041-03W4/0	Suspension	06-18-041-03W4
W0202493	04/12-18-041-03W4/0	Issued	12-18-041-03W4
W0202492	03/06-18-041-03W4/0	Issued	06-18-041-03W4
W0202381	04/05-18-041-03W4/0	Issued	05-18-041-03W4
W0202379	02/06-18-041-03W4/0	Issued	05-18-041-03W4
W0202046	03/05-18-041-03W4/0	Suspension	05-18-041-03W4
W0201958	03/09-03-041-03W4/0	Suspension	09-03-041-03W4
W0201886	02/11-22-041-04W4/0	Issued	11-22-041-04W4
W0201268	03/12-18-041-03W4/0	Suspension	05-18-041-03W4

W0201178	00/06-18-041-03W4/0	Suspension	05-18-041-03W4
W0199447	00/12-01-034-06W4/0	Suspension	12-01-034-06W4
W0198755	05/05-18-041-03W4/0	Suspension	05-18-041-03W4
W0194424	03/04-12-039-02W4/0	Suspension	04-12-039-02W4
W0193779	02/09-12-039-04W4/0	Suspension	13-07-039-03W4
W0193360	05/01-12-039-04W4/0	Issued	16-01-039-04W4
W0193349	06/01-12-039-04W4/0	Suspension	16-01-039-04W4
W0193346	04/01-12-039-04W4/0	Suspension	16-01-039-04W4
W0193299	02/06-34-038-01W4/0	Suspension	06-34-038-01W4
W0193185	02/15-21-041-04W4/0 06/16-21-041-04W4/2	Suspension	15-21-041-04W4
W0192838	03/12-22-041-04W4/0	Suspension	12-22-041-04W4
W0192175	02/04-12-039-02W4/0	Suspension	05-12-039-02W4
W0192173	03/05-12-039-02W4/0	Suspension	05-12-039-02W4
W0191839	03/09-19-041-04W4/0	Suspension	09-19-041-04W4
W0191637	03/10-19-041-04W4/0	Issued	09-19-041-04W4
W0191490	02/10-19-041-04W4/0	Suspension	10-19-041-04W4
W0191297	03/05-22-041-04W4/0	Issued	05-22-041-04W4
W0191289	00/12-05-039-03W4/0	Suspension	11-05-039-03W4
W0191286	02/04-22-041-04W4/0	Issued	05-22-041-04W4
W0191281	04/02-22-041-04W4/0	Issued	02-22-041-04W4
W0190185	B2/07-34-040-07W4/0	Amended	06-34-040-07W4
W0190182	A3/06-34-040-07W4/0	Issued	06-34-040-07W4
W0190181	B0/07-34-040-07W4/0	Issued	06-34-040-07W4
W0190112	06/12-20-041-04W4/0	Issued	12-20-041-04W4
W0190106	04/12-20-041-04W4/0	Suspension	12-20-041-04W4
W0190087	05/12-20-041-04W4/0	Suspension	12-20-041-04W4
W0190084	D2/06-34-040-07W4/0	Issued	06-34-040-07W4
W0189900	B3/06-34-040-07W4/0	Suspension	06-34-040-07W4
W0189807	02/09-19-041-04W4/0	Suspension	09-19-041-04W4
W0189666	A2/06-34-040-07W4/0	Suspension	06-34-040-07W4
W0189665	C2/06-34-040-07W4/0	Suspension	06-34-040-07W4
W0189596	00/13-22-041-04W4/0	Suspension	12-22-041-04W4
W0189591	02/12-22-041-04W4/0	Suspension	12-22-041-04W4
W0189552	D3/03-34-040-07W4/0	Suspension	06-34-040-07W4
W0189551	00/11-34-040-07W4/0	Suspension	06-34-040-07W4
W0189477	C0/06-34-040-07W4/0	Suspension	06-34-040-07W4
W0189425	A0/06-34-040-07W4/0	Suspension	06-34-040-07W4
W0188975	04/08-12-039-04W4/0	Suspension	09-12-039-04W4
W0188974	05/08-12-039-04W4/0	Suspension	09-12-039-04W4
W0188973	06/08-12-039-04W4/0	Suspension	09-12-039-04W4
W0188962	06/09-20-041-04W4/0	Suspension	09-20-041-04W4
W0188960	06/07-21-041-04W4/0	Issued	10-21-041-04W4
W0188957	07/11-21-041-04W4/0	Issued	11-21-041-04W4
W0188864	00/14-23-041-04W4/0	Issued	14-23-041-04W4
W0188859	00/03-22-041-04W4/0	Issued	05-22-041-04W4
W0188726	00/09-19-041-04W4/0	Amended	09-19-041-04W4

W0188704	00/13-20-041-04W4/0 07/12-20-041-04W4/2	Suspension	11-20-041-04W4
W0188702	00/10-19-041-04W4/0	Suspension	10-19-041-04W4
W0188701	04/11-20-041-04W4/0	Issued	11-20-041-04W4
W0188700	03/11-20-041-04W4/0	Issued	11-20-041-04W4
W0188605	06/05-07-039-03W4/0	Suspension	11-07-039-03W4
W0187988	05/05-07-039-03W4/0	Suspension	11-07-039-03W4
W0187927	C0/07-24-040-03W4/0	Suspension	07-24-040-03W4
W0187684	04/10-21-041-04W4/0	Suspension	10-21-041-04W4
W0187682	05/07-21-041-04W4/0	Issued	07-21-041-04W4
W0187213	00/16-02-042-03W4/0	Suspension	16-02-042-03W4
W0187106	03/14-20-041-04W4/0	Issued	14-20-041-04W4
W0186473	02/01-12-039-04W4/0	Issued	05-07-039-03W4
W0186072	05/16-20-041-04W4/0	Suspension	15-20-041-04W4
W0186058	02/11-20-041-04W4/0	Suspension	14-20-041-04W4
W0186056	02/09-14-041-03W4/0	Suspension	09-14-041-03W4
W0186054	04/07-21-041-04W4/0	Issued	07-21-041-04W4
W0186047	02/15-20-041-04W4/0	Issued	15-20-041-04W4
W0186044	05/09-20-041-04W4/0	Issued	09-20-041-04W4
W0186031	03/15-20-041-04W4/0	Issued	15-20-041-04W4
W0186030	02/14-20-041-04W4/0 05/11-20-041-04W4/2	Amended	14-20-041-04W4
W0183478	04/16-20-041-04W4/0	Suspension	16-20-041-04W4
W0183342	00/11-20-041-04W4/0	Suspension	10-20-041-04W4
W0183340	03/10-20-041-04W4/0 03/10-20-041-04W4/2	Issued	10-20-041-04W4
W0183339	03/09-20-041-04W4/0	Issued	09-20-041-04W4
W0183337	04/09-20-041-04W4/0	Issued	09-20-041-04W4
W0183236	02/10-20-041-04W4/0	Suspension	10-20-041-04W4
W0183089	00/05-22-041-04W4/0	Issued	05-22-041-04W4
W0183081	00/15-20-041-04W4/0	Suspension	15-20-041-04W4
W0183079	03/07-21-041-04W4/0	Issued	07-21-041-04W4
W0183053	05/12-21-041-04W4/0	Suspension	12-21-041-04W4
W0182553	05/11-21-041-04W4/0	Suspension	11-21-041-04W4
W0182552	06/11-21-041-04W4/0	Suspension	11-21-041-04W4
W0182551	04/11-21-041-04W4/0	Suspension	11-21-041-04W4
W0182478	02/10-21-041-04W4/0	Issued	10-21-041-04W4
W0182420	00/15-15-041-04W4/0	Amended	02-22-041-04W4
W0182256	06/13-21-041-04W4/0	Suspension	13-21-041-04W4
W0182255	05/13-21-041-04W4/0	Issued	13-21-041-04W4
W0182217	00/13-23-041-04W4/0	Suspension	13-23-041-04W4
W0181968	02/09-23-041-04W4/0	Suspension	09-23-041-04W4
W0181852	03/12-21-041-04W4/0	Suspension	11-21-041-04W4
W0181851	03/16-20-041-04W4/0	Issued	16-20-041-04W4
W0181759	00/09-20-041-04W4/0	Suspension	16-20-041-04W4
W0181757	00/10-20-041-04W4/0	Issued	10-20-041-04W4
W0181752	00/16-20-041-04W4/0	Issued	16-20-041-04W4
W0181432	05/10-11-041-03W4/0	Suspension	10-11-041-03W4
W0181431	03/15-11-041-03W4/0	Suspension	15-11-041-03W4

W0181356	02/05-21-041-04W4/0	Issued	05-21-041-04W4
W0181349	00/13-32-038-03W4/0	Issued	04-05-039-03W4
W0181312	04/01-22-041-04W4/0	Suspension	01-22-041-04W4
W0181307	04/09-14-039-02W4/0	Suspension	16-14-039-02W4
W0181050	02/12-21-041-04W4/0	Suspension	13-21-041-04W4
W0180849	02/08-03-041-03W4/0	Suspension	08-03-041-03W4
W0180750	03/10-14-039-02W4/0 03/10-14-039-02W4/2	Issued	15-14-039-02W4
W0180540	03/01-22-041-04W4/0	Issued	01-22-041-04W4
W0180232	00/12-21-041-04W4/0	Issued	11-21-041-04W4
W0180222	02/13-21-041-04W4/0	Issued	14-21-041-04W4
W0180210	02/11-21-041-04W4/0	Suspension	11-21-041-04W4
W0180208	02/07-21-041-04W4/0	Suspension	08-21-041-04W4
W0180207	02/06-21-041-04W4/0	Suspension	11-21-041-04W4
W0180203	00/11-21-041-04W4/0	Suspension	11-21-041-04W4
W0180195	02/01-22-041-04W4/0	Suspension	01-22-041-04W4
W0180190	03/13-21-041-04W4/0	Suspension	13-21-041-04W4
W0180189	02/04-23-041-04W4/0	Issued	04-23-041-04W4
W0180187	00/14-21-041-04W4/0	Issued	14-21-041-04W4
W0179376	00/02-22-041-04W4/0	Issued	01-22-041-04W4
W0179086	03/09-14-039-02W4/0	Suspension	16-14-039-02W4
W0177973	00/16-36-038-04W4/0	Issued	16-36-038-04W4
W0177563	04/13-02-041-03W4/0	Suspension	12-02-041-03W4
W0177083	03/12-23-041-04W4/0	Issued	12-23-041-04W4
W0177080	02/12-23-041-04W4/0	Suspension	12-23-041-04W4
W0177077	00/10-23-041-04W4/0	Suspension	10-23-041-04W4
W0176753	03/05-25-040-03W4/0	Suspension	05-25-040-03W4
W0176740	02/03-24-040-03W4/0	Suspension	03-24-040-03W4
W0176732	03/02-24-040-03W4/0	Suspension	02-24-040-03W4
W0176474	05/16-14-039-02W4/0 05/16-14-039-02W4/2 05/16-14-039-02W4/3 05/16-14-039-02W4/4	Suspension	15-14-039-02W4
W0174281	00/16-21-041-04W4/0	Issued	16-21-041-04W4
W0174276	02/09-22-041-04W4/0	Issued	09-22-041-04W4
W0174274	00/01-22-041-04W4/0	Issued	01-22-041-04W4
W0173298	03/06-07-039-03W4/0	Suspension	11-07-039-03W4
W0173297	02/11-07-039-03W4/0	Suspension	11 07 039-03W4
W0173296	03/12-07-039-03W4/0	Suspension	11-07-039-03W4
W0173147	03/05-07-039-03W4/0	Suspension	05-07-039-03W4
W0173091	00/05-07-039-03W4/0	Issued	05-07-039-03W4
W0173090	02/05-07-039-03W4/0	Issued	05-07-039-03W4
W0172978	00/12-22-041-04W4/0	Issued	12-22-041-04W4
W0172627	00/15-31-038-03W4/0	Issued	15-31-038-03W4
W0172316	00/09-23-041-04W4/0	Suspension	09-23-041-04W4
W0171982	00/05-21-041-04W4/0 00/06-21-041-04W4/2	Amended	05-21-041-04W4
W0170345	00/06-03-039-04W4/0	Suspension	03-03-039-04W4
W0169693	02/09-03-039-04W4/0	Suspension	09-03-039-04W4
W0167798	00/16-31-038-03W4/0	Suspension	16-31-038-03W4
W0167269	03/11-11-041-03W4/0	Suspension	11-11-041-03W4

W0166675	00/06-17-041-05W4/0	Issued	06-17-041-05W4
W0166664	02/01-11-041-03W4/0	Suspension	02-11-041-03W4
W0166522	00/15-21-041-04W4/0	Issued	15-21-041-04W4
W0166014	02/14-35-040-03W4/0	Suspension	14-35-040-03W4
W0164463	00/04-23-041-04W4/0	Suspension	04-23-041-04W4
W0164189	00/11-03-039-04W4/0	Suspension	11-03-039-04W4
W0163960	00/04-16-038-05W4/0	Suspension	04-16-038-05W4
W0162974	00/14-34-038-04W4/0	Suspension	14-34-038-04W4
W0162595	02/10-34-040-03W4/0	Suspension	10-34-040-03W4
W0161632	00/16-03-039-04W4/0	Suspension	09-03-039-04W4
W0161052	00/01-31-038-03W4/0	Suspension	04-32-038-03W4
W0160858	00/09-03-039-04W4/0	Suspension	09-03-039-04W4
W0160247	04/04-02-041-03W4/0	Suspension	05-02-041-03W4
W0159631	03/11-02-041-03W4/0	Suspension	11-02-041-03W4
W0159265	04/03-11-041-03W4/0	Suspension	06-11-041-03W4
W0159022	00/06-34-038-01W4/0	Suspension	06-34-038-01W4
W0159006	02/07-26-039-02W4/0	Suspension	10-26-039-02W4
W0159005	00/08-26-039-02W4/0	Suspension	10-26-039-02W4
W0159003	00/10-26-039-02W4/0	Suspension	10-26-039-02W4
W0158859	03/04-02-041-03W4/0	Suspension	03-02-041-03W4
W0158696	04/06-11-041-03W4/0	Suspension	06-11-041-03W4
W0158468	03/04-31-038-03W4/0	Suspension	04-31-038-03W4
W0156050	04/05-02-041-03W4/0	Issued	05-02-041-03W4
W0156006	02/10-11-041-03W4/0	Suspension	10-11-041-03W4
W0156004	03/05-02-041-03W4/0	Suspension	05-02-041-03W4
W0156003	00/09-26-039-02W4/0	Suspension	09-26-039-02W4
W0155983	02/11-02-041-03W4/0	Suspension	11-02-041-03W4
W0155858	02/02-24-040-03W4/0	Suspension	02-24-040-03W4
W0155711	02/10-24-040-03W4/0	Suspension	07-24-040-03W4
W0155625	B0/05-24-040-03W4/0	Suspension	04-24-040-03W4
W0155484	C0/06-24-040-03W4/0	Suspension	06-24-040-03W4
W0154637	B0/12-11-041-03W4/0	Issued	12-11-041-03W4
W0154636	A0/12-11-041-03W4/0	Suspension	12-11-041-03W4
W0154174	D0/11-06-039-03W4/0	Suspension	14-06-039-03W4
W0153519	00/16-15-041-04W4/0	Amended	16-15-041-04W4
W0153455	00/07-22-041-04W4/0	Amended	07-22-041-04W4
W0152951	00/11-06-039-03W4/0	Issued	14-06-039-03W4
W0152360	02/11-11-041-03W4/0	Issued	11-11-041-03W4
W0152194	02/14-06-039-03W4/0	Issued	14-06-039-03W4
W0148872	00/15-32-038-03W4/0	Suspension	06-32-038-03W4
W0146501	B0/05-25-040-03W4/0	Suspension	05-25-040-03W4
W0146097	07/05-34-040-07W4/0	Amended	06-34-040-07W4
W0146096	B0/06-34-040-07W4/0	Issued	06-34-040-07W4
W0146095	D0/04-34-040-07W4/0	Amended	03-34-040-07W4
W0146094	C0/03-34-040-07W4/0	Suspension	03-34-040-07W4
W0146093	B3/03-34-040-07W4/0	Issued	03-34-040-07W4

W0146092	B2/03-34-040-07W4/0	Issued	03-34-040-07W4
W0146091	C2/03-34-040-07W4/0	Issued	03-34-040-07W4
W0146090	A2/03-34-040-07W4/0	Issued	03-34-040-07W4
W0146089	D2/03-34-040-07W4/0	Issued	03-34-040-07W4
W0146088	B0/03-34-040-07W4/0	Suspension	03-34-040-07W4
W0145194	D2/05-34-040-07W4/0	Suspension	05-34-040-07W4
W0145193	C0/05-34-040-07W4/0	Issued	05-34-040-07W4
W0145192	C2/05-34-040-07W4/0	Suspension	05-34-040-07W4
W0145191	B3/05-34-040-07W4/0	Amended	05-34-040-07W4
W0145190	B2/05-34-040-07W4/0	Suspension	05-34-040-07W4
W0143015	D0/04-25-040-03W4/0	Suspension	04-25-040-03W4
W0143014	C0/03-25-040-03W4/0	Suspension	03-25-040-03W4
W0142342	02/04-24-040-03W4/0	Suspension	04-24-040-03W4
W0139537	A0/02-24-040-03W4/0	Suspension	02-24-040-03W4
W0139496	C0/13-24-040-03W4/0	Suspension	13-24-040-03W4
W0139373	C0/12-24-040-03W4/0	Suspension	12-24-040-03W4
W0139150	02/05-24-040-03W4/0	Suspension	12-24-040-03W4
W0133312	00/16-08-038-05W4/0	Suspension	16-08-038-05W4
W0132662	A0/03-34-040-07W4/0	Issued	03-34-040-07W4
W0132607	D0/06-34-040-07W4/0	Suspension	06-34-040-07W4
W0130191	00/14-35-040-03W4/0	Suspension	14-35-040-03W4
W0128995	02/12-34-040-07W4/0	Issued	12-34-040-07W4
W0128768	B0/05-34-040-07W4/0	Suspension	05-34-040-07W4
W0128767	D0/03-34-040-07W4/0	Suspension	03-34-040-07W4
W0128740	D0/05-34-040-07W4/0	Issued	05-34-040-07W4
W0128639	03/06-34-040-07W4/0	Suspension	06-34-040-07W4
W0127924	00/15-11-041-03W4/0	Suspension	15-11-041-03W4
W0126774	00/06-24-040-03W4/0	Suspension	06-24-040-03W4
W0126329	00/14-06-039-03W4/0	Issued	14-06-039-03W4
W0124650	00/14-23-042-04W4/0	Suspension	14-23-042-04W4
W0123979	02/01-10-041-03W4/0	Suspension	01-10-041-03W4
W0123823	00/02-24-040-03W4/0	Suspension	02-24-040-03W4
W0123779	00/03-24-040-03W4/0	Suspension	03-24-040-03W4
W0121325	A0/02-34-040-07W4/0	Issued	02-34-040-07W4
W0119689	02/06-34-040-07W4/0	Amended	06-34-040-07W4
W0119596	02/10-02-041-03W4/0	Suspension	10-02-041-03W4
W0119595	02/13-02-041-03W4/0	Suspension	13-02-041-03W4
W0119593	02/05-02-041-03W4/0	Suspension	05-02-041-03W4
W0119576	02/02-11-041-03W4/0	Amended	02-11-041-03W4
W0119575	04/04-11-041-03W4/0	Suspension	04-11-041-03W4
W0119574	03/13-02-041-03W4/0	Suspension	13-02-041-03W4
W0119573	02/14-02-041-03W4/0	Suspension	14-02-041-03W4
W0118765	02/05-34-040-07W4/0	Suspension	05-34-040-07W4
W0117628	00/06-34-040-07W4/0	Issued	06-34-040-07W4
W0117086	00/02-34-040-07W4/0	Amended	02-34-040-07W4
W0116308	00/16-34-040-03W4/0	Suspension	16-34-040-03W4

W0114336	00/03-34-040-07W4/0	Suspension	03-34-040-07W4
W0113986	02/16-06-039-03W4/0	Suspension	16-06-039-03W4
W0113713	00/12-34-040-07W4/0	Issued	12-34-040-07W4
W0110622	00/11-24-040-03W4/0	Suspension	11-24-040-03W4
W0108262	00/14-24-040-03W4/0	Suspension	14-24-040-03W4
W0108261	00/05-34-040-07W4/0	Issued	05-34-040-07W4
W0108079	00/04-35-040-03W4/0	Issued	04-35-040-03W4
W0107569	00/15-23-040-07W4/0	Issued	15-23-040-07W4
W0104980	00/05-25-040-03W4/0	Suspension	05-25-040-03W4
W0102490	00/05-34-040-03W4/0	Suspension	05-34-040-03W4
W0101644	00/14-32-038-03W4/0	Suspension	14-32-038-03W4
W0101417	00/03-05-039-03W4/0	Suspension	03-05-039-03W4
W0100320	00/11-05-039-03W4/0	Issued	11-05-039-03W4
W0098667	00/06-34-040-03W4/0 00/06-34-040-03W4/2	Suspension	06-34-040-03W4
W0089806	00/03-25-040-03W4/0	Suspension	03-25-040-03W4
W0086738	00/04-25-040-03W4/0	Suspension	04-25-040-03W4
W0081727	00/01-05-042-04W4/0	Suspension	01-05-042-04W4
W0067731	00/06-26-041-01W4/0	Suspension	06-26-041-01W4
W0067002	00/09-03-041-03W4/0	Suspension	09-03-041-03W4
W0065771	00/03-11-041-03W4/0	Suspension	03-11-041-03W4
W0065768	00/11-02-041-03W4/0	Amended	11-02-041-03W4
W0063354	00/04-11-041-03W4/0	Suspension	04-11-041-03W4
W0040056	00/08-03-041-03W4/0	Suspension	08-03-041-03W4
W0039014	00/16-03-041-03W4/0	Suspension	16-03-041-03W4
W0037677	00/02-11-041-03W4/0	Amended	02-11-041-03W4
W0036892	00/06-11-041-03W4/0	Suspension	06-11-041-03W4
W0036605	00/10-11-041-03W4/0	Suspension	10-11-041-03W4

Table 2: Facilities for Suspension and Abandonment

Licence	Status	Surface Location
F8450	Issued	01-28-041-04W4
F8437	Issued	07-22-041-04W4
F8429	Issued	14-21-041-04W4
F8404	Amended	05-18-041-03W4
F7785	Issued	12-34-040-07W4
F7784	Issued	05-34-040-07W4
F7783	Amended	04-34-040-07W4
F7782	Issued	04-34-040-07W4
F7781	Issued	03-34-040-07W4
F7709	Issued	12-24-040-03W4
F6784	Issued	09-02-039-02W4
F6318	Amended	15-32-038-03W4
F6313	Issued	04-31-038-03W4
F45340	Issued	15-32-038-01W4

F39952	Issued	09-17-040-07W4
F39251	Issued	09-34-033-04W4
F39183	Issued	14-12-040-01W4
F38819	Amended	06-34-040-07W4
F38531	Issued	08-11-041-04W4
F38305	Issued	08-10-041-05W4
F38224	Issued	16-08-038-05W4
F38219	Issued	09-03-039-04W4
F37971	Issued	16-18-035-01W4
F37701	Issued	13-22-040-01W4
F37537	Amended	15-32-038-01W4
F37535	Issued	05-32-038-01W4
F37512	Issued	14-10-041-03W4
F37509	Issued	11-10-041-03W4
F35722	Issued	04-24-040-03W4
F35562	Issued	04-32-038-01W4
F35429	Issued	11-30-034-05W4
F35428	Issued	13-29-038-01W4
F35422	Issued	11-29-038-01W4
F35169	Issued	13-10-041-03W4
F34262	Issued	15-24-032-07W4
F33970	Amended	06-02-041-04W4
F31784	Issued	04-34-040-07W4
F30424	Issued	06-34-040-07W4
F28698	Amended	10-31-038-01W4
F28086	Issued	01-32-038-03W4
F27999	Issued	15-25-038-06W4
F27194	Issued	06-12-039-04W4
F20161	Issued	06-34-040-07W4

Table 3: Pipelines for Suspension and Abandonment

Licence	Segment	Status	Surface Location	To Surface Location
P59114	2	Discontinued	15-32-038-03W4	06-05-039-03W4
P59114	3	Discontinued	14-32-038-03W4	15-32-038-03W4
P59114	4	Discontinued	15-32-038-03W4	06-32-038-03W4
P59111	27	Operating	01-28-041-04W4	16-20-041-04W4
P59111	28	Operating	01-28-041-04W4	07-21-041-04W4
P59111	29	Operating	01-28-041-04W4	07-22-041-04W4
P59111	30	Operating	16-20-041-04W4	10-19-041-04W4
P59111	31	Operating	11-20-041-04W4	11-20-041-04W4
P59111	32	Operating	15-20-041-04W4	10-20-041-04W4
P59111	33	Operating	15-20-041-04W4	15-20-041-04W4

P59111	34	Operating	16-20-041-04W4	09-20-041-04W4
P59111	35	Operating	16-20-041-04W4	16-20-041-04W4
P59111	36	Operating	13-21-041-04W4	13-21-041-04W4
P59111	37	Operating	14-21-041-04W4	14-21-041-04W4
P59111	38	Operating	07-21-041-04W4	11-21-041-04W4
P59111	39	Operating	07-21-041-04W4	07-21-041-04W4
P59111	40	Operating	12-22-041-04W4	05-22-041-04W4
P59111	41	Operating	11-22-041-04W4	11-22-041-04W4
P59111	42	Operating	07-22-041-04W4	12-23-041-04W4
P59111	43	Operating	07-22-041-04W4	04-23-041-04W4
P59111	44	Operating	01-22-041-04W4	01-22-041-04W4
P59111	45	Operating	02-22-041-04W4	02-22-041-04W4
P59111	46	Operating	07-21-041-04W4	07-21-041-04W4
P59110	1	Operating	05-21-041-04W4	01-28-041-04W4
P59110	2	Operating	05-21-041-04W4	01-28-041-04W4
P59110	3	Operating	16-20-041-04W4	14-21-041-04W4
P59110	4	Operating	16-20-041-04W4	14-21-041-04W4
P59110	5	Operating	07-21-041-04W4	01-28-041-04W4
P59110	6	Operating	07-21-041-04W4	01-28-041-04W4
P59110	7	Operating	16-15-041-04W4	01-22-041-04W4
P59110	8	Operating	07-22-041-04W4	01-28-041-04W4
P59110	9	Operating	16-15-041-04W4	01-22-041-04W4
P59110	12	Operating	12-23-041-04W4	07-22-041-04W4
P59110	13	Operating	12-23-041-04W4	07-22-041-04W4
P59110	14	Operating	14-21-041-04W4	14-21-041-04W4
P59110	15	Operating	14-21-041-04W4	14-21-041-04W4
P59110	16	Operating	11-21-041-04W4	14-21-041-04W4
P59110	17	Operating	07-21-041-04W4	10-21-041-04W4
P59110	18	Operating	07-21-041-04W4	10-21-041-04W4
P59110	19	Operating	05-22-041-04W4	07-21-041-04W4
P59110	20	Operating	05-22-041-04W4	07-21-041-04W4
P59110	21	Operating	12-21-041-04W4	12-21-041-04W4
P59110	22	Operating	12-21-041-04W4	12-21-041-04W4
P59110	23	Operating	12-21-041-04W4	11-21-041-04W4
P59110	24	Operating	12-21-041-04W4	11-21-041-04W4
P59110	27	Operating	14-20-041-04W4	16-20-041-04W4
P59110	28	Operating	14-20-041-04W4	01-28-041-04W4
P59110	29	Operating	16-20-041-04W4	16-20-041-04W4
P59110	30	Operating	16-20-041-04W4	16-20-041-04W4
P59110	31	Operating	10-20-041-04W4	15-20-041-04W4
P59110	32	Operating	10-20-041-04W4	15-20-041-04W4
P59110	33	Operating	09-20-041-04W4	16-20-041-04W4
P59110	34	Operating	09-20-041-04W4	16-20-041-04W4
P59110	35	Operating	02-22-041-04W4	02-22-041-04W4
P59110	36	Operating	02-22-041-04W4	02-22-041-04W4
P59110	37	Operating	09-23-041-04W4	12-23-041-04W4

P59110	38	Operating	09-23-041-04W4	12-23-041-04W4
P59110	39	Operating	11-21-041-04W4	11-21-041-04W4
P59110	40	Operating	11-21-041-04W4	11-21-041-04W4
P59110	41	Operating	11-21-041-04W4	11-21-041-04W4
P59110	42	Operating	09-20-041-04W4	09-20-041-04W4
P59110	43	Operating	09-20-041-04W4	09-20-041-04W4
P59110	44	Operating	09-19-041-04W4	14-20-041-04W4
P59110	45	Operating	09-19-041-04W4	14-20-041-04W4
P59110	46	Operating	12-20-041-04W4	12-20-041-04W4
P59110	47	Operating	12-20-041-04W4	12-20-041-04W4
P59110	48	Operating	11-20-041-04W4	11-20-041-04W4
P59110	49	Operating	11-20-041-04W4	11-20-041-04W4
P59110	50	Operating	05-22-041-04W4	05-22-041-04W4
P59110	51	Operating	05-22-041-04W4	05-22-041-04W4
P59110	52	Operating	10-21-041-04W4	10-21-041-04W4
P59110	53	Operating	10-21-041-04W4	10-21-041-04W4
P59110	54	Operating	12-22-041-04W4	01-28-041-04W4
P59110	55	Operating	10-19-041-04W4	09-19-041-04W4
P59110	56	Operating	10-19-041-04W4	09-19-041-04W4
P59110	61	Operating	10-21-041-04W4	10-21-041-04W4
P59110	62	Operating	10-21-041-04W4	10-21-041-04W4
P59110	63	Operating	09-19-041-04W4	09-19-041-04W4
P59110	64	Operating	09-19-041-04W4	09-19-041-04W4
P59110	65	Operating	14-21-041-04W4	01-28-041-04W4
P59110	73	Discontinued	12-13-041-04W4	09-23-041-04W4
P59110	75	Discontinued	05-18-041-03W4	12-13-041-04W4
P59110	78	Operating	14-23-041-04W4	11-23-041-04W4
P59110	79	Operating	14-23-041-04W4	11-23-041-04W4
P59110	80	Operating	01-22-041-04W4	07-22-041-04W4
P59110	81	Operating	01-22-041-04W4	07-22-041-04W4
P59110	86	Operating	15-15-041-04W4	02-22-041-04W4
P59110	87	Operating	15-15-041-04W4	02-22-041-04W4
P59110	88	Discontinued	09-23-041-04W4	09-23-041-04W4
P59110	89	Discontinued	09-23-041-04W4	09-23-041-04W4
P59110	90	Operating	13-23-041-04W4	13-23-041-04W4
P59110	91	Operating	13-23-041-04W4	13-23-041-04W4
P59110	92	Operating	07-20-041-04W4	09-20-041-04W4
P59108	32	Discontinued	09-03-041-03W4	16-03-041-03W4
P59108	41	Discontinued	10-11-041-03W4	15-02-041-03W4
P59108	42	Discontinued	10-11-041-03W4	07-11-041-03W4
P59108	46	Discontinued	02-11-041-03W4	15-02-041-03W4
P59108	47	Discontinued	02-11-041-03W4	15-02-041-03W4
P59108	48	Discontinued	02-11-041-03W4	15-02-041-03W4
P59108	81	Discontinued	04-11-041-03W4	04-11-041-03W4
P59108	95	Discontinued	10-02-041-03W4	15-02-041-03W4
P59108	99	Discontinued	15-11-041-03W4	10-11-041-03W4

P59108	100	Discontinued	15-11-041-03W4	10-11-041-03W4
P59108	102	Discontinued	08-03-041-03W4	09-03-041-03W4
P59108	104	Discontinued	09-03-041-03W4	09-03-041-03W4
P59108	120	Discontinued	07-03-041-03W4	08-03-041-03W4
P59108	124	Discontinued	07-11-041-03W4	02-11-041-03W4
P59108	126	Discontinued	01-10-041-03W4	16-03-041-03W4
P59108	151	Discontinued	01-10-041-03W4	04-11-041-03W4
P59103	3	Discontinued	05-34-040-03W4	02-34-040-03W4
P52137	1	Operating	10-06-041-02W4	15-06-041-02W4
P52057	1	Discontinued	15-32-038-01W4	15-32-038-01W4
P52057	2	Discontinued	15-32-038-01W4	15-32-038-01W4
P52057	3	Discontinued	14-32-038-01W4	15-32-038-01W4
P52057	4	Discontinued	14-32-038-01W4	14-32-038-01W4
P51333	1	Discontinued	02-10-039-02W4	01-10-039-02W4
P50635	1	Operating	04-34-040-07W4	09-17-040-07W4
P50446	1	Operating	09-29-044-11W4	10-29-044-11W4
P49193	1	Operating	13-06-035-11W4	06-07-035-11W4
P48881	1	Discontinued	15-32-038-01W4	15-32-038-01W4
P48881	2	Discontinued	15-32-038-01W4	15-32-038-01W4
P48881	3	Discontinued	15-32-038-01W4	15-32-038-01W4
P48881	4	Discontinued	14-32-038-01W4	15-32-038-01W4
P48881	5	Discontinued	11-32-038-01W4	15-32-038-01W4
P48881	6	Discontinued	15-32-038-01W4	05-32-038-01W4
P48881	7	Discontinued	11-32-038-01W4	05-32-038-01W4
P48152	1	Operating	14-30-044-11W4	06-36-044-12W4
P47955	1	Operating	04-34-040-07W4	12-34-040-07W4
P47708	2	Operating	09-34-033-04W4	15-15-034-04W4
P47644	1	Discontinued	14-23-042-04W4	06-28-042-04W4
P47198	1	Operating	02-10-032-06W4	02-03-032-06W4
P47198	2	Operating	01-09-032-06W4	15-03-032-06W4
P47129	1	Operating	06-26-041-01W4	16-23-041-01W4
P47004	1	Discontinued	05-24-040-03W4	12-24-040-03W4
P47004	2	Discontinued	06-24-040-03W4	12-24-040-03W4
P45126	1	Operating	15-15-033-07W4	16-15-033-07W4
P45124	1	Operating	13-22-041-05W4	13-22-041-05W4
P45124	2	Operating	13-22-041-05W4	01-28-041-04W4
P45124	3	Operating	02-11-041-05W4	08-10-041-05W4
P45124	4	Operating	08-10-041-05W4	10-16-041-05W4
P45124	5	Operating	06-17-041-05W4	10-16-041-05W4
P45124	6	Operating	10-16-041-05W4	13-22-041-05W4
P45124	10	Operating	09-11-041-05W4	02-11-041-05W4
P45124	11	Discontinued	02-10-041-05W4	08-10-041-05W4
P45124	12	Operating	07-09-041-05W4	01-16-041-05W4
P45124	13	Operating	01-16-041-05W4	08-16-041-05W4
P45124	17	Operating	07-14-041-05W4	09-11-041-05W4
P45124	18	Discontinued	08-10-041-05W4	08-10-041-05W4

P44819	5	Operating	10-22-033-10W4	07-14-033-10W4
P44819	6	Discontinued	02-28-033-09W4	10-28-033-09W4
P44819	7	Discontinued	16-28-033-09W4	09-28-033-09W4
P44683	2	Operating	13-03-033-09W4	10-09-033-09W4
P44683	3	Discontinued	11-04-033-09W4	13-03-033-09W4
P44571	1	Operating	02-36-040-04W4	13-25-040-04W4
P41874	3	Discontinued	16-34-040-07W4	04-35-040-07W4
P41874	4	Operating	04-35-040-07W4	02-34-040-07W4
P41874	5	Operating	15-23-040-07W4	04-35-040-07W4
P41709	1	Operating	05-34-040-07W4	05-34-040-07W4
P41709	2	Operating	05-34-040-07W4	05-34-040-07W4
P41709	3	Operating	05-34-040-07W4	05-34-040-07W4
P41709	4	Operating	05-34-040-07W4	05-34-040-07W4
P41502	1	Operating	06-11-045-05W4	09-11-045-05W4
P41502	2	Operating	03-22-045-05W4	03-22-045-05W4
P40902	1	Discontinued	01-05-042-04W4	11-32-041-04W4
P40351	3	Discontinued	15-11-041-03W4	10-11-041-03W4
P40351	4	Discontinued	10-11-041-03W4	15-02-041-03W4
P40351	5	Discontinued	09-14-041-03W4	15-11-041-03W4
P40351	6	Discontinued	12-11-041-03W4	10-11-041-03W4
P39943	10	Operating	02-32-032-06W4	11-33-032-06W4
P39225	1	Discontinued	06-35-040-03W4	02-35-040-03W4
P39225	2	Discontinued	06-35-040-03W4	12-35-040-03W4
P38673	1	Discontinued	06-17-041-05W4	10-06-041-05W4
P38673	5	Operating	09-06-042-05W4	05-06-042-05W4
P38673	15	Operating	04-19-041-05W4	08-19-041-05W4
P38673	16	Discontinued	13-12-041-06W4	03-12-041-06W4
P38673	17	Operating	05-06-042-05W4	06-17-041-05W4
P38281	7	Operating	06-34-040-07W4	04-34-040-07W4
P38281	8	Operating	06-34-040-07W4	06-34-040-07W4
P38281	9	Operating	11-34-040-07W4	11-34-040-07W4
P38281	10	Operating	11-34-040-07W4	11-34-040-07W4
P38281	13	Operating	06-34-040-07W4	06-34-040-07W4
P38281	14	Operating	06-34-040-07W4	06-34-040-07W4
P38281	15	Operating	12-34-040-07W4	12-34-040-07W4
P38281	16	Operating	12-34-040-07W4	12-34-040-07W4
P38281	17	Operating	06-34-040-07W4	06-34-040-07W4
P38281	18	Operating	06-34-040-07W4	06-34-040-07W4
P38281	19	Operating	11-34-040-07W4	06-34-040-07W4
P38281	20	Operating	11-34-040-07W4	11-34-040-07W4
P38281	22	Operating	11-34-040-07W4	06-34-040-07W4
P38281	23	Operating	11-34-040-07W4	06-34-040-07W4
P38281	28	Operating	03-34-040-07W4	04-34-040-07W4
P38281	29	Operating	03-34-040-07W4	04-34-040-07W4
P38281	30	Operating	02-34-040-07W4	06-34-040-07W4
P38281	31	Operating	02-34-040-07W4	06-34-040-07W4

P38281	32	Operating	03-34-040-07W4	03-34-040-07W4
P38281	33	Operating	03-34-040-07W4	03-34-040-07W4
P38281	34	Operating	03-34-040-07W4	02-34-040-07W4
P38281	35	Operating	03-34-040-07W4	02-34-040-07W4
P38281	36	Operating	02-34-040-07W4	02-34-040-07W4
P38281	37	Operating	02-34-040-07W4	02-34-040-07W4
P38281	38	Operating	03-34-040-07W4	03-34-040-07W4
P38281	39	Operating	03-34-040-07W4	03-34-040-07W4
P38281	40	Operating	03-34-040-07W4	03-34-040-07W4
P38281	41	Operating	03-34-040-07W4	03-34-040-07W4
P38281	42	Operating	03-34-040-07W4	03-34-040-07W4
P38281	43	Operating	03-34-040-07W4	03-34-040-07W4
P38281	44	Operating	06-34-040-07W4	06-34-040-07W4
P38281	45	Operating	06-34-040-07W4	06-34-040-07W4
P38281	46	Operating	06-34-040-07W4	04-34-040-07W4
P38281	47	Operating	06-34-040-07W4	03-34-040-07W4
P38281	48	Operating	06-34-040-07W4	03-34-040-07W4
P38281	49	Operating	03-34-040-07W4	03-34-040-07W4
P38281	50	Operating	03-34-040-07W4	03-34-040-07W4
P38281	51	Operating	03-34-040-07W4	03-34-040-07W4
P38281	52	Operating	03-34-040-07W4	03-34-040-07W4
P38281	53	Operating	04-34-040-07W4	04-34-040-07W4
P38281	54	Operating	04-34-040-07W4	04-34-040-07W4
P38281	55	Operating	05-34-040-07W4	05-34-040-07W4
P38281	56	Operating	05-34-040-07W4	04-34-040-07W4
P38281	57	Operating	12-34-040-07W4	05-34-040-07W4
P38281	58	Operating	12-34-040-07W4	05-34-040-07W4
P38281	59	Operating	05-34-040-07W4	05-34-040-07W4
P38281	60	Operating	05-34-040-07W4	05-34-040-07W4
P38281	61	Operating	05-34-040-07W4	05-34-040-07W4
P38281	62	Operating	05-34-040-07W4	05-34-040-07W4
P38281	63	Operating	12-34-040-07W4	05-34-040-07W4
P38281	64	Operating	12-34-040-07W4	05-34-040-07W4
P38281	65	Operating	04-34-040-07W4	04-34-040-07W4
P38281	66	Operating	05-34-040-07W4	04-34-040-07W4
P38281	67	Operating	05-34-040-07W4	04-34-040-07W4
P38281	68	Operating	06-34-040-07W4	04-34-040-07W4
P38281	69	Operating	06-34-040-07W4	04-34-040-07W4
P38281	70	Operating	06-34-040-07W4	06-34-040-07W4
P38281	71	Operating	06-34-040-07W4	06-34-040-07W4
P38281	72	Operating	12-34-040-07W4	06-34-040-07W4
P38281	73	Operating	12-34-040-07W4	06-34-040-07W4
P38281	74	Operating	06-34-040-07W4	06-34-040-07W4
P38281	75	Operating	06-34-040-07W4	06-34-040-07W4
P38281	76	Operating	11-34-040-07W4	06-34-040-07W4
P38281	77	Operating	06-34-040-07W4	06-34-040-07W4

P38281	78	Operating	11-34-040-07W4	06-34-040-07W4
P38281	79	Operating	04-34-040-07W4	04-34-040-07W4
P38281	80	Operating	04-34-040-07W4	04-34-040-07W4
P38281	81	Operating	13-34-040-07W4	12-34-040-07W4
P38281	82	Operating	13-34-040-07W4	12-34-040-07W4
P38281	83	Operating	07-34-040-07W4	06-34-040-07W4
P38281	84	Operating	07-34-040-07W4	06-34-040-07W4
P37028	1	Discontinued	11-07-039-03W4	15-32-038-03W4
P36635	1	Discontinued	04-34-040-07W4	12-34-040-07W4
P36635	2	Operating	04-34-040-07W4	05-34-040-07W4
P36635	3	Operating	04-34-040-07W4	06-34-040-07W4
P36635	5	Operating	04-34-040-07W4	03-34-040-07W4
P36635	6	Operating	06-34-040-07W4	07-34-040-07W4
P36635	7	Operating	03-34-040-07W4	02-34-040-07W4
P36635	8	Operating	04-34-040-07W4	11-34-040-07W4
P36635	9	Operating	11-34-040-07W4	13-34-040-07W4
P34828	2	Discontinued	01-26-033-04W4	09-34-033-04W4
P30660	1	Discontinued	04-18-041-03W4	05-18-041-03W4
P30660	2	Operating	05-18-041-03W4	03-18-041-03W4
P30660	3	Operating	05-18-041-03W4	06-18-041-03W4
P30536	1	Operating	03-18-041-03W4	05-18-041-03W4
P30536	2	Operating	03-18-041-03W4	05-18-041-03W4
P30536	3	Operating	06-18-041-03W4	05-18-041-03W4
P30536	4	Operating	06-18-041-03W4	05-18-041-03W4
P30536	5	Operating	12-18-041-03W4	05-18-041-03W4
P30536	6	Operating	12-18-041-03W4	05-18-041-03W4
P29146	1	Discontinued	09-23-041-04W4	07-22-041-04W4
P29146	2	Operating	01-28-041-04W4	14-21-041-04W4
P29146	3	Discontinued	07-22-041-04W4	01-28-041-04W4
P29146	5	Discontinued	09-22-041-04W4	09-22-041-04W4
P28249	10	Discontinued	14-34-038-04W4	09-03-039-04W4
P28249	12	Discontinued	13-02-039-04W4	09-03-039-04W4
P28249	14	Discontinued	10-31-038-03W4	15-31-038-03W4
P28249	15	Discontinued	16-31-038-03W4	15-31-038-03W4
P28249	21	Discontinued	06-07-039-03W4	11-07-039-03W4
P27442	17	Discontinued	04-12-039-02W4	04-12-039-02W4
P27442	18	Discontinued	04-12-039-02W4	04-12-039-02W4
P27442	38	Discontinued	05-32-038-01W4	05-12-039-02W4
P26090	8	Discontinued	11-35-040-03W4	06-35-040-03W4
P24524	7	Operating	12-24-040-03W4	03-24-040-03W4
P24524	9	Discontinued	05-24-040-03W4	05-24-040-03W4
P24087	5	Discontinued	11-24-040-03W4	12-24-040-03W4
P24087	6	Discontinued	11-24-040-03W4	12-24-040-03W4
P24087	9	Discontinued	03-25-040-03W4	04-25-040-03W4
P24087	10	Discontinued	03-25-040-03W4	04-25-040-03W4
P24087	11	Discontinued	05-25-040-03W4	04-25-040-03W4

P24087	12	Discontinued	04-25-040-03W4	04-25-040-03W4
P24086	2	Discontinued	02-24-040-03W4	03-24-040-03W4
P24086	8	Discontinued	03-24-040-03W4	06-24-040-03W4
P24086	9	Discontinued	03-24-040-03W4	06-24-040-03W4
P24086	11	Discontinued	06-24-040-03W4	12-24-040-03W4
P24086	12	Discontinued	06-24-040-03W4	12-24-040-03W4
P24086	17	Discontinued	04-24-040-03W4	03-24-040-03W4
P24086	20	Operating	06-24-040-03W4	12-24-040-03W4
P24086	21	Discontinued	03-24-040-03W4	03-24-040-03W4
P23312	6	Discontinued	05-12-039-02W4	05-12-039-02W4
P22434	1	Operating	02-34-040-07W4	04-34-040-07W4
P22017	16	Discontinued	03-34-040-07W4	03-34-040-07W4
P19510	2	Discontinued	06-13-039-10W4	10-14-039-10W4

Appendix B – Bow River “B Sites”

Bow River Energy Ltd. Licences for Suspension and Abandonment, subject to deadlines by November 29, 2020

Table 1 – Wells for Suspension and Abandonment

Licence	Well UWI	Status	Surface Location
W0495393	05/04-11-039-02W4/0	Amended	01-10-039-02W4
W0495392	00/13-03-039-02W4/0	Issued	01-10-039-02W4
W0489605	02/14-04-039-02W4/0	Issued	14-03-039-02W4
W0486661	05/03-11-039-02W4/0	Amended	04-12-039-02W4
W0486475	00/13-06-041-02W4/0 00/14-06-041-02W4/3 00/14-06-041-02W4/4 00/15-06-041-02W4/2	Amended	01-12-041-03W4
W0455890	02/02-12-039-04W4/0	Issued	16-01-039-04W4
W0455804	03/09-12-039-04W4/0	Amended	16-12-039-04W4
W0433696	03/06-14-041-03W4/0	Issued	13-11-041-03W4
W0431277	03/01-11-041-03W4/0 06/07-11-041-03W4/2	Amended	01-11-041-03W4
W0414747	00/06-14-041-03W4/0	Issued	14-11-041-03W4
W0403145	03/09-03-039-02W4/0	Suspension	16-03-039-02W4
W0403099	04/07-11-041-03W4/0	Issued	01-11-041-03W4
W0402784	00/13-02-039-02W4/0	Issued	13-02-039-02W4
W0400386	00/05-02-039-02W4/0	Issued	05-02-039-02W4
W0380183	03/14-11-041-03W4/0	Issued	06-11-041-03W4
W0365723	02/10-03-041-03W4/0	Issued	10-03-041-03W4
W0364883	04/07-03-041-03W4/0	Issued	07-03-041-03W4
W0339319	02/06-05-039-03W4/0	Issued	06-05-039-03W4
W0335125	00/12-06-039-03W4/0	Issued	12-06-039-03W4
W0334430	00/16-32-038-03W4/0	Issued	16-32-038-03W4
W0333707	02/08-32-038-03W4/0	Issued	08-32-038-03W4
W0302528	00/15-34-040-03W4/0	Issued	15-34-040-03W4
W0302483	02/12-35-040-03W4/0	Suspension	09-34-040-03W4
W0302470	04/14-34-040-03W4/0	Issued	14-34-040-03W4
W0270776	02/06-12-039-02W4/0	Issued	01-11-039-02W4
W0269644	03/03-35-040-03W4/0	Issued	03-35-040-03W4
W0269470	02/02-35-040-03W4/0	Issued	02-35-040-03W4
W0269447	02/06-35-040-03W4/0	Issued	06-35-040-03W4
W0260962	02/03-12-039-04W4/0	Issued	03-12-039-04W4
W0260960	00/03-12-039-04W4/0	Issued	03-12-039-04W4
W0245428	00/05-35-040-03W4/0	Issued	06-35-040-03W4
W0243153	00/02-05-039-03W4/0	Issued	02-05-039-03W4
W0242436	04/02-10-039-02W4/0	Issued	04-11-039-02W4
W0241380	02/15-32-038-03W4/0	Issued	15-32-038-03W4
W0241238	00/15-06-039-03W4/0	Issued	15-06-039-03W4
W0241103	00/09-32-038-03W4/0	Issued	09-32-038-03W4
W0240741	00/05-05-039-03W4/0	Issued	05-05-039-03W4
W0239955	02/03-05-039-03W4/0	Issued	03-05-039-03W4
W0239319	05/04-12-039-02W4/0	Issued	05-12-039-02W4

W0227427	00/12-01-039-02W4/0	Issued	04-12-039-02W4
W0226144	03/15-02-039-02W4/0	Issued	13-01-039-02W4
W0226143	02/15-02-039-02W4/0	Issued	13-01-039-02W4
W0224843	03/03-11-039-02W4/0	Amended	01-10-039-02W4
W0224457	02/13-01-039-02W4/0	Issued	13-01-039-02W4
W0224374	00/01-10-039-02W4/0	Issued	01-10-039-02W4
W0224294	03/04-11-039-02W4/0 03/04-11-039-02W4/2	Issued	01-10-039-02W4
W0223679	02/03-11-039-02W4/0	Amended	04-11-039-02W4
W0221869	02/04-11-039-02W4/0	Issued	04-11-039-02W4
W0211655	02/09-26-039-02W4/0	Issued	10-26-039-02W4
W0208418	00/01-11-039-02W4/0	Issued	01-11-039-02W4
W0207864	03/08-26-039-02W4/0	Issued	07-26-039-02W4
W0206815	06/09-03-039-04W4/0	Issued	10-03-039-04W4
W0204260	00/01-03-041-03W4/0	Issued	01-03-041-03W4
W0194425	00/03-12-039-02W4/0	Issued	03-12-039-02W4
W0193083	03/01-12-039-04W4/0	Issued	16-01-039-04W4
W0187300	08/05-07-039-03W4/0	Amended	06-07-039-03W4
W0187077	00/05-12-039-02W4/0	Issued	05-12-039-02W4
W0181223	02/09-03-041-03W4/0	Issued	09-03-041-03W4
W0177649	00/04-05-039-03W4/0	Issued	04-05-039-03W4
W0173334	04/12-07-039-03W4/0	Issued	12-07-039-03W4
W0173146	04/05-07-039-03W4/0	Amended	05-07-039-03W4
W0169012	00/04-07-039-03W4/0	Issued	06-07-039-03W4
W0165772	03/13-02-039-04W4/0	Issued	13-02-039-04W4
W0159701	05/03-02-041-03W4/0	Amended	06-02-041-03W4
W0153256	02/06-11-041-03W4/0	Issued	06-11-041-03W4
W0153056	00/12-07-039-03W4/0	Issued	12-07-039-03W4
W0152963	02/11-06-039-03W4/0	Issued	14-06-039-03W4
W0152361	00/12-11-041-03W4/0	Issued	12-11-041-03W4
W0149723	00/13-11-041-03W4/0	Issued	13-11-041-03W4
W0129794	03/05-11-041-03W4/0	Amended	05-11-041-03W4
W0129776	02/08-12-039-04W4/0	Issued	08-12-039-04W4
W0128111	00/01-12-039-04W4/0	Issued	01-12-039-04W4
W0128095	03/01-10-041-03W4/0	Issued	01-10-041-03W4
W0122594	00/10-14-039-02W4/0	Issued	10-14-039-02W4
W0120119	04/05-11-041-03W4/0	Amended	05-11-041-03W4
W0119594	02/12-02-041-03W4/0	Amended	12-02-041-03W4
W0119580	03/04-11-041-03W4/0	Amended	04-11-041-03W4
W0119579	03/03-11-041-03W4/0	Amended	03-11-041-03W4
W0108280	00/16-12-039-04W4/0	Issued	16-12-039-04W4
W0104124	00/10-32-038-03W4/0	Issued	10-32-038-03W4
W0102061	00/08-32-038-03W4/0	Issued	08-32-038-03W4
W0090589	00/06-02-041-03W4/0	Issued	06-02-041-03W4
W0065769	00/05-02-041-03W4/0	Amended	05-02-041-03W4
W0046952	00/10-34-040-03W4/0	Issued	10-34-040-03W4

Table 2 – Facilities for Suspension and Abandonment

Licence	Status	Surface Location
F8382	Issued	15-02-041-03W4
F8375	Issued	06-02-041-03W4
F6800	Amended	05-12-039-02W4
F50428	Amended	01-12-041-03W4
F38222	Issued	02-34-040-03W4
F38218	Issued	15-31-038-03W4
F38066	Issued	04-11-039-02W4
F38065	Issued	16-14-039-02W4
F23627	Amended	11-07-039-03W4
F22786	Issued	15-02-041-03W4

Table 3 – Pipelines for Suspension and Abandonment

Licence	Segment	Status	Surface Location	To Surface Location
P9879	7	Operating	15-28-041-01W4	13-29-041-01W4
P8069	15	Operating	15-02-041-03W4	14-02-041-03W4
P8069	16	Operating	15-02-041-03W4	14-02-041-03W4
P8069	29	Operating	06-02-041-03W4	06-02-041-03W4
P8069	30	Operating	15-02-041-03W4	05-11-041-03W4
P8069	31	Operating	15-02-041-03W4	10-34-040-03W4
P8069	32	Operating	06-11-041-03W4	05-11-041-03W4
P8069	34	Operating	13-02-041-03W4	12-02-041-03W4
P8069	35	Operating	12-02-041-03W4	09-03-041-03W4
P8069	36	Operating	01-10-041-03W4	04-11-041-03W4
P8069	37	Operating	15-02-041-03W4	03-11-041-03W4
P8069	38	Operating	15-02-041-03W4	06-02-041-03W4
P8069	39	Operating	03-11-041-03W4	04-11-041-03W4
P8069	40	Operating	02-11-041-03W4	02-11-041-03W4
P8069	41	Operating	15-02-041-03W4	13-02-041-03W4
P8069	42	Operating	10-34-040-03W4	09-34-040-03W4
P59108	61	Operating	04-11-041-03W4	04-11-041-03W4
P59108	79	Operating	11-02-041-03W4	14-02-041-03W4
P59108	89	Operating	11-02-041-03W4	11-02-041-03W4
P59108	90	Operating	11-02-041-03W4	11-02-041-03W4
P59108	105	Operating	12-11-041-03W4	11-11-041-03W4
P59108	107	Operating	06-11-041-03W4	11-11-041-03W4
P59108	111	Operating	13-11-041-03W4	11-11-041-03W4
P59108	112	Operating	11-11-041-03W4	11-11-041-03W4
P59108	113	Operating	11-11-041-03W4	11-11-041-03W4
P59108	114	Operating	06-11-041-03W4	11-11-041-03W4
P59108	127	Operating	14-34-040-03W4	10-34-040-03W4

P59108	128	Operating	14-34-040-03W4	02-34-040-03W4
P59108	131	Operating	07-34-040-03W4	07-34-040-03W4
P59108	132	Operating	07-34-040-03W4	07-34-040-03W4
P59108	133	Operating	01-10-041-03W4	16-03-041-03W4
P59108	134	Operating	14-35-040-03W4	06-02-041-03W4
P59108	135	Operating	14-35-040-03W4	06-02-041-03W4
P59108	136	Operating	05-02-041-03W4	06-02-041-03W4
P59108	137	Operating	05-02-041-03W4	06-02-041-03W4
P59108	138	Operating	01-03-041-03W4	05-02-041-03W4
P59108	139	Operating	01-03-041-03W4	05-02-041-03W4
P59108	140	Operating	08-03-041-03W4	01-03-041-03W4
P59108	141	Operating	08-03-041-03W4	01-03-041-03W4
P59108	142	Operating	07-03-041-03W4	08-03-041-03W4
P59108	143	Operating	07-03-041-03W4	08-03-041-03W4
P59108	144	Operating	11-02-041-03W4	06-02-041-03W4
P59108	145	Discontinued	11-02-041-03W4	06-02-041-03W4
P59108	146	Operating	06-02-041-03W4	15-02-041-03W4
P59108	152	Operating	01-10-041-03W4	04-11-041-03W4
P59108	153	Operating	03-11-041-03W4	04-11-041-03W4
P59108	154	Operating	04-11-041-03W4	15-02-041-03W4
P59108	155	Operating	04-11-041-03W4	15-02-041-03W4
P59108	156	Operating	10-02-041-03W4	15-02-041-03W4
P59108	157	Operating	02-11-041-03W4	15-02-041-03W4
P59108	158	Operating	02-11-041-03W4	15-02-041-03W4
P59108	159	Operating	11-11-041-03W4	04-11-041-03W4
P59108	160	Operating	07-03-041-03W4	07-03-041-03W4
P59108	161	Operating	10-03-041-03W4	07-03-041-03W4
P59108	162	Operating	07-03-041-03W4	07-03-041-03W4
P59108	163	Operating	10-03-041-03W4	07-03-041-03W4
P59108	164	Operating	01-11-041-03W4	02-11-041-03W4
P59108	165	Operating	01-11-041-03W4	02-11-041-03W4
P59108	166	Operating	11-11-041-03W4	04-11-041-03W4
P59108	167	Operating	14-11-041-03W4	11-11-041-03W4
P59108	168	Operating	14-11-041-03W4	11-11-041-03W4
P59105	1	Operating	08-32-038-03W4	15-32-038-03W4
P59105	2	Operating	03-05-039-03W4	15-32-038-03W4
P59105	3	Operating	11-05-039-03W4	15-32-038-03W4
P59105	4	Operating	11-05-039-03W4	15-32-038-03W4
P59105	5	Operating	05-05-039-03W4	15-32-038-03W4
P59105	6	Operating	10-32-038-03W4	15-32-038-03W4
P59105	7	Operating	04-05-039-03W4	03-05-039-03W4
P59105	8	Operating	15-32-038-03W4	15-32-038-03W4
P59105	9	Operating	15-32-038-03W4	15-32-038-03W4
P59105	10	Operating	09-32-038-03W4	10-32-038-03W4
P59105	11	Operating	09-32-038-03W4	10-32-038-03W4
P59105	12	Operating	07-32-038-03W4	07-32-038-03W4

P59105	13	Operating	07-32-038-03W4	07-32-038-03W4
P59105	14	Operating	16-32-038-03W4	09-32-038-03W4
P59105	15	Operating	16-32-038-03W4	09-32-038-03W4
P59105	17	Operating	08-32-038-03W4	08-32-038-03W4
P59105	18	Operating	08-32-038-03W4	15-32-038-03W4
P59105	19	Operating	10-32-038-03W4	15-32-038-03W4
P59105	20	Operating	03-05-039-03W4	15-32-038-03W4
P59105	21	Operating	04-05-039-03W4	03-05-039-03W4
P59103	8	Operating	02-34-040-03W4	06-02-041-03W4
P58986	1	Operating	03-34-040-03W4	02-34-040-03W4
P58986	2	Operating	03-34-040-03W4	02-34-040-03W4
P58985	1	Abandoned	04-35-040-03W4	03-35-040-03W4
P54483	1	Operating	03-12-039-04W4	03-12-039-04W4
P52057	5	Operating	05-32-038-01W4	15-32-038-01W4
P52057	6	Operating	15-32-038-01W4	05-12-039-02W4
P51333	2	Operating	01-10-039-02W4	04-11-039-02W4
P51333	3	Operating	01-10-039-02W4	04-11-039-02W4
P47636	1	Operating	11-07-039-03W4	15-32-038-03W4
P47636	2	Operating	04-05-039-03W4	03-05-039-03W4
P47636	4	Operating	03-05-039-03W4	02-05-039-03W4
P47636	5	Operating	06-05-039-03W4	06-05-039-03W4
P40351	7	Operating	02-11-041-03W4	15-02-041-03W4
P39226	1	Operating	06-02-041-03W4	03-35-040-03W4
P37908	3	Operating	09-03-039-02W4	16-03-039-02W4
P37908	4	Operating	09-03-039-02W4	16-03-039-02W4
P37263	1	Operating	11-35-040-03W4	11-35-040-03W4
P37263	2	Operating	11-35-040-03W4	11-35-040-03W4
P37233	1	Operating	11-05-039-03W4	15-32-038-03W4
P37233	2	Operating	11-05-039-03W4	16-06-039-03W4
P37233	3	Operating	15-32-038-03W4	11-07-039-03W4
P37233	4	Operating	05-05-039-03W4	06-05-039-03W4
P37233	5	Operating	05-05-039-03W4	05-05-039-03W4
P37233	6	Operating	05-05-039-03W4	05-05-039-03W4
P37233	7	Operating	03-05-039-03W4	02-05-039-03W4
P37233	8	Operating	03-05-039-03W4	02-05-039-03W4
P32847	1	Operating	13-01-039-02W4	05-12-039-02W4
P32847	2	Operating	13-01-039-02W4	05-12-039-02W4
P32321	1	Operating	05-12-039-02W4	07-11-039-02W4
P32321	2	Operating	07-11-039-02W4	04-11-039-02W4
P31357	2	Operating	16-02-039-02W4	13-01-039-02W4
P31357	5	Operating	13-01-039-02W4	13-01-039-02W4
P31357	6	Operating	13-01-039-02W4	13-01-039-02W4
P31357	9	Operating	16-02-039-02W4	13-01-039-02W4
P30884	1	Operating	15-17-039-01W4	13-01-039-02W4
P28249	1	Operating	14-06-039-03W4	11-07-039-03W4
P28249	2	Operating	14-06-039-03W4	06-07-039-03W4

P28249	3	Operating	05-07-039-03W4	06-07-039-03W4
P28249	4	Operating	06-07-039-03W4	11-07-039-03W4
P28249	5	Operating	06-07-039-03W4	11-07-039-03W4
P28249	6	Operating	12-07-039-03W4	11-07-039-03W4
P28249	7	Operating	12-07-039-03W4	11-07-039-03W4
P28249	8	Operating	11-07-039-03W4	11-07-039-03W4
P28249	9	Operating	11-07-039-03W4	11-07-039-03W4
P28249	11	Operating	03-03-039-04W4	09-03-039-04W4
P28249	13	Operating	09-03-039-04W4	11-07-039-03W4
P28249	16	Operating	15-31-038-03W4	14-06-039-03W4
P28249	18	Operating	16-36-038-04W4	15-31-038-03W4
P28249	19	Operating	06-07-039-03W4	11-07-039-03W4
P28249	20	Operating	05-07-039-03W4	11-07-039-03W4
P28249	22	Operating	06-07-039-03W4	11-07-039-03W4
P28249	24	Operating	09-12-039-04W4	11-07-039-03W4
P28249	26	Operating	16-01-039-04W4	05-07-039-03W4
P28249	27	Operating	16-01-039-04W4	05-07-039-03W4
P28249	29	Operating	06-12-039-04W4	11-12-039-04W4
P28249	32	Operating	16-12-039-04W4	13-07-039-03W4
P28249	33	Operating	13-07-039-03W4	12-07-039-03W4
P28249	34	Operating	01-12-039-04W4	16-01-039-04W4
P28249	35	Operating	01-12-039-04W4	16-01-039-04W4
P28249	36	Operating	12-06-039-03W4	14-06-039-03W4
P28249	37	Operating	14-06-039-03W4	14-06-039-03W4
P28249	38	Operating	14-06-039-03W4	14-06-039-03W4
P28249	39	Operating	16-12-039-04W4	09-12-039-04W4
P28249	40	Operating	09-12-039-04W4	09-12-039-04W4
P28249	41	Operating	16-12-039-04W4	09-12-039-04W4
P28247	1	Operating	11-07-039-03W4	14-06-039-03W4
P28247	2	Operating	11-07-039-03W4	12-07-039-03W4
P28247	3	Operating	11-07-039-03W4	08-12-039-04W4
P28247	4	Operating	08-12-039-04W4	09-03-039-04W4
P28247	5	Operating	06-12-039-04W4	11-12-039-04W4
P28247	7	Operating	11-07-039-03W4	12-07-039-03W4
P28247	8	Operating	03-12-039-04W4	03-12-039-04W4
P27442	3	Operating	16-14-039-02W4	16-14-039-02W4
P27442	4	Operating	16-14-039-02W4	16-14-039-02W4
P27442	9	Operating	15-14-039-02W4	16-14-039-02W4
P27442	10	Operating	15-14-039-02W4	16-14-039-02W4
P27442	13	Operating	05-12-039-02W4	16-14-039-02W4
P27442	15	Operating	04-12-039-02W4	05-12-039-02W4
P27442	16	Operating	04-12-039-02W4	05-12-039-02W4
P27442	23	Operating	07-11-039-02W4	05-12-039-02W4
P27442	24	Operating	07-11-039-02W4	05-12-039-02W4
P27442	25	Operating	04-11-039-02W4	07-11-039-02W4
P27442	26	Operating	13-01-039-02W4	04-12-039-02W4

P27442	27	Operating	13-01-039-02W4	04-12-039-02W4
P27442	28	Operating	01-10-039-02W4	04-11-039-02W4
P27442	29	Operating	01-10-039-02W4	04-11-039-02W4
P27442	30	Operating	14-03-039-02W4	16-03-039-02W4
P27442	31	Operating	14-03-039-02W4	16-03-039-02W4
P27442	32	Operating	07-26-039-02W4	10-26-039-02W4
P27442	33	Operating	10-26-039-02W4	10-26-039-02W4
P27442	34	Operating	10-26-039-02W4	16-14-039-02W4
P27442	35	Operating	10-26-039-02W4	16-14-039-02W4
P27442	39	Operating	10-14-039-02W4	16-14-039-02W4
P27442	40	Operating	05-02-039-02W4	09-03-039-02W4
P27442	41	Operating	13-02-039-02W4	04-11-039-02W4
P27442	42	Operating	13-02-039-02W4	04-11-039-02W4
P27442	43	Operating	16-03-039-02W4	16-03-039-02W4
P27442	44	Operating	16-03-039-02W4	01-10-039-02W4
P27442	45	Operating	16-03-039-02W4	01-10-039-02W4
P26090	3	Operating	06-35-040-03W4	14-35-040-03W4
P26090	4	Operating	06-35-040-03W4	14-35-040-03W4
P26090	5	Operating	02-35-040-03W4	03-35-040-03W4
P26090	6	Operating	03-35-040-03W4	03-35-040-03W4
P26090	7	Operating	02-35-040-03W4	06-35-040-03W4
P26090	10	Operating	03-35-040-03W4	06-35-040-03W4
P26090	11	Operating	11-35-040-03W4	06-35-040-03W4
P26010	1	Operating	05-11-041-03W4	12-11-041-03W4
P24951	1	Operating	01-10-041-03W4	01-10-041-03W4
P23312	4	Operating	05-12-039-02W4	13-01-039-02W4
P23312	5	Operating	13-01-039-02W4	13-01-039-02W4
P23312	7	Operating	05-12-039-02W4	16-14-039-02W4
P23312	8	Operating	05-12-039-02W4	01-11-039-02W4
P23312	9	Operating	05-12-039-02W4	03-12-039-02W4
P23312	10	Operating	16-14-039-02W4	10-14-039-02W4
P23312	11	Operating	10-14-039-02W4	16-14-039-02W4
P20154	6	Operating	05-02-041-03W4	06-02-041-03W4
P20154	7	Operating	15-02-041-03W4	05-02-041-03W4
P20154	8	Operating	15-02-041-03W4	15-02-041-03W4