

**ENTERED**

ESTATE NUMBER 25-2679073

COURT COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY



#1101463

IN THE MATTER OF THE *BANKRUPTCY AND INSOLVENCY ACT*,  
RSC 1985, C. B-3, AS AMENDED

AND IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE  
A PROPOSAL OF GREENFIRE HANGINGSTONE  
OPERATING CORPORATION

AND IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A  
PROPOSAL OF GREENFIRE OIL & GAS LTD.

**DOCUMENT**

**APPLICATION**

ADDRESS FOR  
SERVICE AND  
CONTACT  
INFORMATION OF  
PARTIES FILING THIS  
DOCUMENT

**Burnet, Duckworth & Palmer LLP**  
2400, 525 - 8 Avenue SW  
Calgary, Alberta T2P 1G1

Lawyer: David LeGeyt / Ryan Algar  
Phone Number: (403) 260-0120/ 0126  
Fax: (403) 260-0332  
Email: dlegeyt@bdplaw.com / ralgar@bdplaw.com

File No. 077186-00004

**NOTICE TO RESPONDENT(S)**

This application is made against you. You are Respondents.

You have the right to state your side of this matter before the Master/Judge.

To do so, you must be in Court when the application is heard as shown below:

Date: November 6, 2020  
Time: 2:00 pm  
Where: Calgary Courts Centre via Webex videoconference

Before Whom: The Honourable Justice K.M. Horner on the Commercial List

Go to the end of this document to see what else you can do and when you must do it.

**Remedy Claimed or Sought:**

1. The Applicants, Greenfire Oil and Gas Ltd. ("**GOGL**") and Greenfire Hangingstone Operating Corporation ("**GHOPCO**") and collectively "**Greenfire**" or the "**Applicants**") respectfully seek:
  - (a) an Order substantially in the form attached hereto as Schedule "A":
    - (i) abridging the time for service of this Application and the supporting materials, as necessary, and deeming service thereof to be good and sufficient;
    - (ii) pursuant to section 50.4 of the BIA, extending the period of time within which Greenfire is required to file a proposal to its creditors (the "**Proposal Period**") up to and including December 21, 2020 for the express purpose of permitting Greenfire to effect the Transaction (as defined below) and present a proposal to its creditors in these proceedings (the "**Stay Extension**");
  - (b) an Order substantially in the form attached hereto as **Schedule "B"** pursuant to section 65.13 of the *Bankruptcy and Insolvency Act* the (the "**BIA**"):
    - (i) declaring that Greenfire shall be authorized and empowered to enter into the Asset Sale Agreement (the "**APA**") with Greenfire Acquisition Company Ltd. ("**Acquisition Co**"); and
    - (ii) authorizing Greenfire to take all necessary steps in order to complete the transaction contemplated by the APA (the "**Transaction**"); and
  - (c) such further and other relief as may be sought by Greenfire and this Honourable Court may deem appropriate.

**Grounds for Making this Application:**

2. On October 8, 2020, each of GOGL and GHOPCO filed a Notice of Intention to Make a Proposal (collectively, the "**NOI**") pursuant to section 50.4(1) of the BIA with the Office of the Superintendent of Bankruptcy. A&M is the Proposal Trustee of both GOGL and GHOPCO.

3. On October 16, 2020, this Honourable Court granted an Order, among other things:
  - (a) consolidating, for procedural purposes only, the Alberta Court of Queen's Bench in Bankruptcy and Insolvency Estate Nos. 25-2679073 and 25-2679074 into Estate No. 25-2679073; and
  - (b) granting a first-ranking charge over the Property in an amount not to exceed \$500,000 (the "**Administration Charge**") as security for the fees and disbursements of certain administrative professionals (the "**Administrative Professionals**").

#### **Extension of the Proposal Period**

4. Greenfire requires the Stay Extension to close the Transaction and otherwise continue the restructuring of its business and affairs and to work towards making a viable proposal to its creditors.
5. The Stay Extension is appropriate for, among others, the following reasons:
  - (a) Greenfire has acted, and continues to act in good faith and with due diligence;
  - (b) Greenfire will likely be able to close the Transaction if the Stay Extension is granted; and
  - (c) no creditor will be materially prejudiced by the requested Stay Extension.
6. The Proposal Trustee supports the Stay Extension.

#### **Inability to Secure Interim Financing**

7. Both before and after the filing of the NOI, Greenfire and the Administrative Professionals have been focused on and working towards securing interim financing to, among other things, fund the restart of Greenfire's operations at its Hangingstone Facility.
8. When the October 16, 2020 Application was heard before Justice Mah, Greenfire was unable to come to terms with the then-proposed Interim Lender (the "**BEST Group**"). Despite the continued efforts of Greenfire, the Proposal Trustee, and the BEST Group (along with their respective counsel), the parties were unable to reach an agreement in respect of an interim financing facility.

9. Subsequently, Greenfire continued to actively and diligently pursue opportunities to obtain interim financing, contacting at least 10 additional potential interim lenders. Ultimately, Revolution Midstream LLC (the "**Rev Midstream**") emerged as the party most likely to execute a binding term sheet and commit to provide the necessary interim financing. As a result, Greenfire focused its efforts on finalizing a term sheet and interim financing loan and security documents with Rev Midstream.
10. On the afternoon of October 27, 2020, counsel to Rev Midstream provided Greenfire's counsel with documents in connection with a proposed interim financing facility, including a term sheet, a gross overriding royalty agreement, fixed and floating charge debentures, and a guarantee.
11. From and after that point, Greenfire, the Administrative Professionals, Rev Midstream, and its counsel, worked diligently towards finalizing the documents provided by Rev Midstream. Unfortunately, on October 30, 2020, Rev Midstream informed Greenfire that it would be unable to proceed with the interim financing, notwithstanding that interim financing term sheet was finalized and Greenfire had in fact signed it.

#### **The APA**

12. As a result of Greenfire being unable to secure interim financing and facing the expiry of the initial stay period under the BIA, Greenfire commenced negotiations with Acquisition Co with respect to the purchase of the Hangingstone Facility. Acquisition Co is not a "related person" to Greenfire within the meaning of the BIA.
13. As at the time of filing this application, Greenfire and Acquisition Co are working towards finalizing the APA. The APA is anticipated to provide recovery to Greenfire's creditors in a greater amount than if Greenfire was to make an assignment into bankruptcy, particularly given the erosion of value expected if the Hangingstone Facility is not restarted as soon as possible.
14. In order for Acquisition Co to complete the Transaction, closing needs to occur in the immediate future. It is essential that the Acquisition Co is able to acquire the Hangingstone Facility immediately for, among others, the following reasons:
  - (a) the plant at the Hangingstone Facility is subject to an ever-increasing risk of damage as average temperatures continue to decrease; and

- (b) it is likely that any delay in closing of the Transaction will result in increased costs associated with the restart of the Plant, which will reduce the amounts available under the APA to be distributed to Greenfire's creditors.

**Material of Evidence to be Relied On:**

- 15. Affidavit No. 1 of Robert B. Logan sworn October 9, 2020;
- 16. Affidavit No. 2 of Robert B. Logan, sworn November 2, 2020; and
- 17. Such further and other materials as counsel may advise and this Honourable Court may permit.

**Applicable Rules:**

- 18. The Alberta Rules of Court, AR 124/2010, as amended.
- 19. The *Bankruptcy and Insolvency General Rules* (CRC, c 368).

**Applicable Acts and Regulations**

- 20. The *Bankruptcy and Insolvency Act*, RSC 1985, c B-3, as amended; and
- 21. Such further and other Acts and Regulations as counsel may advise and that this Honourable Court may permit.

**WARNING**

If you do not come to Court either in person or by your lawyer, the Court may give the applicant(s) what they want in your absence. You will be bound by any order that the Court makes. If you want to take part in this application, you or your lawyer must attend in Court on the date and at the time shown at the beginning of the form. If you intend to rely on an affidavit or other evidence when the application is heard or considered, you must reply by giving reasonable notice of the material to the applicant.

## **SCHEDULE “A”**

ESTATE NUMBER 25-2679073  
COURT COURT OF QUEEN'S BENCH OF ALBERTA  
JUDICIAL CENTRE CALGARY

Clerk's Stamp:

IN THE MATTER OF THE *BANKRUPTCY AND INSOLVENCY ACT*,  
RSC 1985, C. B-3, AS AMENDED

AND IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A  
PROPOSAL OF GREENFIRE HANGINGSTONE OPERATING  
CORPORATION

AND IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A  
PROPOSAL OF GREENFIRE OIL & GAS. LTD.

DOCUMENT **Order (Extension of Time to File Proposal)**

ADDRESS FOR  
SERVICE AND  
CONTACT  
INFORMATION OF  
PARTIES FILING THIS  
DOCUMENT

**Burnet, Duckworth & Palmer LLP**  
2400, 525 - 8 Avenue SW  
Calgary, Alberta T2P 1G1

Lawyer: David LeGeyt / Ryan Algar  
Phone Number: (403) 260-0120/ 0126  
Fax:(403) 260-0332  
Email: dlegeyt@bdplaw.com / ralgar@bdplaw.com  
File No. 077186-00004

**DATE ON WHICH ORDER WAS PRONOUNCED:** November 6, 2020

**LOCATION WHERE ORDER WAS PRONOUNCED:** Calgary

**JUSTICE WHO MADE THIS ORDER:** The Honourable Justice K.M. Horner

**UPON THE APPLICATION** of Greenfire Oil and Gas Ltd. ("**GOGL**") and Greenfire Hangingstone Operating Corporation ("**GHOPCO**" and collectively "**Greenfire**" or the "**Applicants**") filed November [•], 2020; AND UPON reading Affidavit No. 1 of Robert B. Logan sworn October 9, 2020 and Affidavit No. 2 of Robert B. Logan sworn November 2, 2020 ("**Logan Affidavit No. 2**"); AND

UPON hearing submissions by counsel for Greenfire and any other counsel or other interested parties present,

**IT IS HEREBY ORDERED THAT:**

**SERVICE**

1. The time for service of the notice of application for this order (the "**Order**") is hereby abridged and deemed good and sufficient and this application is properly returnable today, and no other than those persons served is entitled to service of the notice of application.

**EXTENSION OF TIME TO FILE A PROPOSAL**

2. The time within which Greenfire is required to file a proposal to its creditors with the Official Receiver, under section 50.4 of the *Bankruptcy and Insolvency Act* (the "**BIA**"), shall be and is hereby extended to December 21, 2020.
3. Service of this Order may be effected by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following transmission or delivery of this Order.

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J.C.Q.B.A



## **SCHEDULE "B"**

ESTATE NUMBER 25-2679073

COURT COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY

Clerk's Stamp:

IN THE MATTER OF THE *BANKRUPTCY AND INSOLVENCY ACT*,  
RSC 1985, C. B-3, AS AMENDED

AND IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A  
PROPOSAL OF GREENFIRE HANGINGSTONE OPERATING  
CORPORATION

AND IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A  
PROPOSAL OF GREENFIRE OIL & GAS LTD.

DOCUMENT **ORDER APPROVAL AND VESTING ORDER**

ADDRESS FOR  
SERVICE AND  
CONTACT  
INFORMATION OF  
PARTIES FILING THIS  
DOCUMENT

**Burnet, Duckworth & Palmer LLP**  
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Calgary, Alberta T2P 1G1

Lawyer: David LeGeyt / Ryan Algar  
Phone Number: (403) 260-0120/ 0126  
Fax: (403) 260-0332  
Email: dlegeyt@bdplaw.com / ralgar@bdplaw.com

File No. 077186-00004

**DATE ON WHICH ORDER WAS PRONOUNCED:** NOVEMBER 6, 2020

**LOCATION WHERE ORDER WAS PRONOUNCED:** CALGARY

**NAME OF JUSTICE WHO MADE THIS ORDER:** K.M. HORNER

**UPON THE APPLICATION** of Greenfire Oil and Gas Ltd. ("**GOGL**") and Greenfire Hangingstone Operating Corporation ("**GHOPCO**" and collectively "**Greenfire**" or the "**Applicants**") filed November [•], 2020 for an order approving the sale transaction (the "**Transaction**") contemplated by an Asset Purchase Agreement dated November [•], 2020 (the "**APA**") between Greenfire and

Greenfire Acquisition Company Ltd. (the "**Purchaser**") and vesting in the Purchaser (or its nominee) Greenfire's right, title and interest in and to the assets described in the APA (the "**Purchased Assets**"); AND UPON reading Affidavit No. 1 of Robert B. Logan sworn October 9, 2020; AND UPON reading Affidavit No. 2 of Robert B. Logan sworn November 2, 2020 ("**Logan Affidavit No. 2**"); AND UPON reading the Report of Alvarez & Marsal Canada Inc., in its capacity as proposal trustee of Greenfire (the "**Proposal Trustee**") dated November [●], 2020; AND UPON hearing submissions by counsel for Greenfire and any other counsel or other interested parties present,

**IT IS HEREBY ORDERED AND DECLARED THAT:**

**SERVICE**

1. Service of notice of this application and supporting materials is hereby declared to be good and sufficient, no other person is required to have been served with notice of this application and time for service of this application is abridged to that actually given.

**APPROVAL OF TRANSACTION**

2. The Transaction is hereby approved and execution of the APA by Greenfire is hereby authorized and approved, with such minor amendments as Greenfire, with the consultation of the Proposal Trustee, may deem necessary. Greenfire is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for completion of the Transaction and conveyance of the Purchased Assets to the Purchaser (or its nominee).

**VESTING OF PROPERTY**

3. Subject only to approval by the Alberta Energy Regulator (the "**Energy Regulator**") of transfer of any applicable licenses, permits and approvals pursuant to section 24 of the *Oil and Gas Conservation Act* (Alberta) and section 18 of the *Pipeline Act* (Alberta) upon delivery of a closing certificate from the Proposal Trustee to the Purchaser (or its nominee) substantially in the form set out in **Schedule "A"** hereto (the "**Closing Certificate**"), all of Greenfire's right, title and interest in and to the Purchased Assets listed in **Schedule "B"** hereto shall vest absolutely in the name of the Purchaser (or its nominee), free and clear of and from any and all caveats, security interests, hypothecs, pledges, mortgages, liens, trusts or deemed trusts, reservations of ownership, royalties, options, rights of pre-emption, privileges, interests, assignments, actions, judgements, executions, levies, taxes, writs of enforcement, charges, or other claims, whether contractual, statutory, financial, monetary or otherwise, whether or not they have attached or been perfected,

registered or filed and whether secured, unsecured or otherwise (collectively, "**Claims**") including, without limiting the generality of the foregoing:

- (a) any charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Alberta) or any other personal property registry system;
- (b) any liens or claims of lien under the *Builders' Lien Act* (Alberta); and
- (c) those Claims listed in Schedule "C" hereto (all of which are collectively referred to as the "**Encumbrances**", which term shall not include the permitted encumbrances, caveats, interests, easements, and restrictive covenants listed in Schedule "D" (collectively, "**Permitted Encumbrances**"))

and for greater certainty, this Court orders that all Claims including Encumbrances other than Permitted Encumbrances, affecting or relating to the Purchased Assets are hereby expunged, discharged and terminated as against the Purchased Assets

4. Upon delivery of the Closing Certificate, and upon filing of a certified copy of this Order, together with any applicable registration fees, all governmental authorities including those referred to below in this paragraph (collectively, "**Governmental Authorities**") are hereby authorized, requested and directed to accept delivery of such Closing Certificate and certified copy of this Order as though they were originals and to register such transfers, interest authorizations, discharges and discharge statements of conveyance as may be required to convey to the Purchaser or its nominee clear title to the Purchased Assets subject only to Permitted Encumbrances. Without limiting the foregoing:

- (a)<sup>1</sup> the Registrar of Land Titles ("**Land Titles Registrar**") for the lands defined below shall and is hereby authorized, requested and directed to forthwith:
  - (i) cancel existing Certificates of Title No. \* for those lands and premises municipally described as \*, and legally described as:

\*  
(the "Lands")

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<sup>1</sup> Paragraph 4(a) is included when the Purchased Assets include titled lands.

- (ii) issue a new Certificate of Title for the Lands in the name of the Purchaser (or its nominee), namely, \*;
    - (iii) transfer to the New Certificate of Title the existing instruments listed in **Schedule "D"**, to this Order, and to issue and register against the New Certificate of Title such new caveats, utility rights of ways, easements or other instruments as are listed in **Schedule "D"**; and
    - (iv) discharge and expunge the Encumbrances listed in **Schedule "C"** to this Order and discharge and expunge any Claims including Encumbrances (but excluding Permitted Encumbrances) which may be registered after the date of the APA against the existing Certificate of Title to the Lands;
  - (b) Alberta Energy (the "**Energy Ministry**") shall and is hereby authorized, requested and directed to forthwith:
    - (i) cancel and discharge those Claims including builders' liens, security notices, assignments under section 426 (formerly section 177) of the *Bank Act* (Canada) and other Encumbrances (but excluding Permitted Encumbrances) registered (whether before or after the date of this Order) against the estate or interest of Greenfire in and to any of the Purchased Assets located in the Province of Alberta; and
    - (ii) transfer all Crown leases listed in **Schedule "E"** to this Order standing in the name of Greenfire, to the Purchaser (or its nominee) free and clear of all Claims including Encumbrances but excluding Permitted Encumbrances;
  - (c) the Registrar of the Alberta Personal Property Registry (the "**PPR Registrar**") shall and is hereby directed to forthwith cancel and discharge any registrations at the Alberta Personal Property Registry (whether made before or after the date of this Order) claiming security interests (other than Permitted Encumbrances) in the estate or interest of Greenfire in any of the Purchased Assets which are of a kind prescribed by applicable regulations as serial-number goods.
5. In order to effect the transfers and discharges described above, this Court directs each of the Governmental Authorities to take such steps as are necessary to give effect to the terms of this Order and the APA. Presentment of this Order and the Closing Certificate shall be the sole and

sufficient authority for the Governmental Authorities to make and register transfers of title or interest and cancel and discharge registrations against any of the Purchased Assets of any Claims including Encumbrances but excluding Permitted Encumbrances.

6. No authorization, approval or other action by and no notice to or filing with any governmental authority or regulatory body exercising jurisdiction over the Purchased Assets is required for the due execution, delivery and performance by Greenfire of the APA, other than any required approval by the Energy Regulator referenced in paragraph 3 above.
7. Upon delivery of the Closing Certificate together with a certified copy of this Order, this Order shall be immediately registered by the Land Titles Registrar notwithstanding the requirements of section 191(1) of the *Land Titles Act*, RSA 2000, c.L-7 and notwithstanding that the appeal period in respect of this Order has not elapsed.
8. For the purposes of determining the nature and priority of Claims, net proceeds from sale of the Purchased Assets (to be held in an interest bearing trust account by the Proposal Trustee) shall stand in the place and stead of the Purchased Assets from and after delivery of the Closing Certificate and all Claims including Encumbrances (but excluding Permitted Encumbrances) shall not attach to, encumber or otherwise form a charge, security interest, lien, or other Claim against the Purchased Assets and may be asserted against the net proceeds from sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale. Unless otherwise ordered (whether before or after the date of this Order), the Proposal Trustee shall not make any distributions to creditors of net proceeds from sale of the Purchased Assets without further order of this Court.
9. Upon completion of the Transaction, Greenfire and all persons who claim by, through or under Greenfire in respect of the Purchased Assets, and all persons or entities having any Claims of any kind whatsoever in respect of the Purchased Assets, save and except for persons entitled to the benefit of the Permitted Encumbrances, shall stand absolutely and forever barred, estopped and foreclosed from and permanently enjoined from pursuing, asserting or claiming any and all right, title, estate, interest, royalty, rental, equity of redemption or other Claim whatsoever in respect of or to the Purchased Assets, and to the extent that any such persons or entities remain in the possession or control of any of the Purchased Assets, or any artifacts, certificates, instruments or

other indicia of title representing or evidencing any right, title, estate, or interest in and to the Purchased Assets, they shall forthwith deliver possession thereof to the Purchaser (or its nominee).

10. The Purchaser (or its nominee) shall be entitled to enter into and upon, hold and enjoy the Purchased Assets for its own use and benefit without any interference of or by Greenfire, or any person claiming by, through or against Greenfire.
11. Immediately upon closing of the Transaction, holders of Permitted Encumbrances shall have no claim whatsoever against Greenfire or the Proposal Trustee.
12. The Proposal Trustee is directed to file with the Court a copy of the Closing Certificate forthwith after delivery thereof to the Purchaser (or its nominee).
13. Pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act* (Canada) and section 20(e) of the *Alberta Personal Information Protection Act*, Greenfire is authorized and permitted to disclose and transfer to the Purchaser (or its nominee) all human resources and payroll information in Greenfire's records pertaining to Greenfire's past and current employees. The Purchaser (or its nominee) shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use (of such information) to which Greenfire was entitled.

#### **MISCELLANEOUS MATTERS**

14. Notwithstanding:
  - (a) the pendency of these proceedings and any declaration of insolvency made herein;
  - (b) the pendency of any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c.B-3, as amended (the "**BIA**"), in respect of Greenfire, and any bankruptcy order issued pursuant to any such applications;
  - (c) any assignment in bankruptcy made in respect of Greenfire; and
  - (d) the provisions of any federal or provincial statute:

the vesting of the Purchased Assets in the Purchaser (or its nominee) pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of Greenfire and shall

not be void or voidable by creditors of Greenfire, nor shall it constitute nor be deemed to be a transfer at undervalue, settlement, fraudulent preference, assignment, fraudulent conveyance, or other reviewable transaction under the BIA or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

15. Greenfire, the Proposal Trustee, the Purchaser (or its nominee) and any other interested party, shall be at liberty to apply for further advice, assistance and direction as may be necessary in order to give full force and effect to the terms of this Order and to assist and aid the parties in closing the Transaction.
16. This Honourable Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in any of its provinces or territories or in any foreign jurisdiction, to act in aid of and to be complimentary to this Court in carrying out the terms of this Order, to give effect to this Order and to assist the Greenfire and/or the Proposal Trustee and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such order and to provide such assistance to the Proposal Trustee, as an officer of the Court, as may be necessary or desirable to give effect to this Order or to assist the Proposal Trustee and its agents in carrying out the terms of this Order.
17. Service of this Order shall be deemed good and sufficient by:
  - (a) Serving the same on:
    - (i) the persons listed on the service list created in these proceedings;
    - (ii) any other person served with notice of the application for this Order;
    - (iii) any other parties attending or represented at the application for this Order;
    - (iv) the Purchaser or the Purchaser's solicitors; and
  - (b) Posting a copy of this Order on the Proposal Trustee's website at: \*

and service on any other person is hereby dispensed with.
18. Service of this Order may be effected by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following transmission or delivery of this Order.



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Justice of the Court of Queen's Bench of Alberta

**Schedule "A"****Form of Proposal Trustee's Certificate**

ESTATE NUMBER	25-2679073
COURT	COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE	CALGARY

Clerk's Stamp:

IN THE MATTER OF THE *BANKRUPTCY AND INSOLVENCY ACT*,  
RSC 1985, C. B-3, AS AMENDED

AND IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A  
PROPOSAL OF GREENFIRE HANGINGSTONE OPERATING  
CORPORATION

AND IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A  
PROPOSAL OF GREENFIRE OIL & GAS LTD.

<b>DOCUMENT</b>	<b>PROPOSAL TRUSTEE'S CERTIFICATE</b>
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ADDRESS FOR  
SERVICE AND  
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PARTIES FILING THIS  
DOCUMENT

**Burnet, Duckworth & Palmer LLP**  
2400, 525 - 8 Avenue SW  
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Lawyer: David LeGeyt / Ryan Algar  
Phone Number: (403) 260-0120/ 0126  
Fax:(403) 260-0332  
Email: dlegeyt@bdplaw.com / ralgar@bdplaw.com  
  
File No. 077186-00004

**RECITALS**

- A. On October 8, 2020, Greenfire Oil & Gas Ltd. ("**GOGL**") and Greenfire Hangingstone Operating Corporation ("**GHOPCO**") and together with GOGL, "**Greenfire**")

- B. Pursuant to an Order of the Court dated **[Date]**, the Court approved the agreement of purchase and sale made as of **[Date of Agreement]** (the "**APA**") between Greenfire and Greenfire Acquisition Company Ltd. (the "**Purchaser**") and provided for the vesting in the Purchaser of Greenfire's right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by Alvarez & Marsal Canada Inc. in its capacity as the Proposal Trustee of Greenfire (in such capacity, the "**Proposal Trustee**") to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in section **[•]** of the APA have been satisfied or waived by Greenfire and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Proposal Trustee.
- C. Unless otherwise indicated herein, capitalized terms have the meanings set out in the APA.

**THE PROPOSAL TRUSTEE CERTIFIES** the following:

1. The Purchaser (or its nominee) has paid and the Proposal Trustee has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the APA;
2. The conditions to Closing as set out in section **[•]** of the APA have been satisfied or waived by Greenfire and the Purchaser (or its nominee); and
3. The Transaction has been completed to the satisfaction of the Proposal Trustee.
4. This Certificate was delivered by the Proposal Trustee at **[Time]** on **[Date]**.

**Alvarez & Marsal Canada Inc., in its capacity as Proposal Trustee of Greenfire Oil & Gas Ltd. and Greenfire Hangingstone Operating Corporation and not in its personal capacity.**

**Per;** \_\_\_\_\_

**Name: Orest Konowalchuk**

**Title: Senior Vice President**