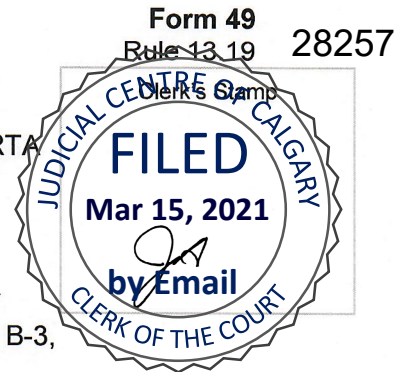


**ENTERED**

COURT FILE NUMBER B201 703459  
25-2703459

COURT COURT OF QUEEN'S BENCH OF ALBERTA  
IN BANKRUPTCY AND INSOLVENCY

JUDICIAL CENTRE CALGARY



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

AND IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF SALT BUSH ENERGY LTD.

COM  
March 26, 2021  
Justice Mah

DOCUMENT **AFFIDAVIT OF CHARLES MORGAN**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

McCARTHY TÉTRAULT LLP  
Barristers & Solicitors  
Sean Collins / Nathan Stewart  
Suite 4000, 421 - 7 Avenue S.W.  
Calgary, AB T2P 4K9  
Phone: 403-260-3531 / 3534  
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Email: scollins@mccarthy.ca / nstewart@mccarthy.ca

**AFFIDAVIT OF CHARLES MORGAN**

**Sworn March 15, 2021**

I, Charles Morgan, of the City of London, in the United Kingdom of Great Britain and Northern Ireland, ~~MAKE OATH~~ AND SAY THAT:

*CM ✓ AFFIRM ✓ CM*

1. I am the President of Salt Bush Energy Ltd. (the "**Debtor**"), and a director of the Debtor. Additionally, I have reviewed the books and records maintained by and in the possession of the Debtor, in the ordinary course of business. In preparing to swear this Affidavit, I have also reviewed the Affidavit of David Messina, sworn on February 3, 2021 (the "**February 3 Affidavit**"), in the within proceedings. Based on the aforementioned and upon such review, I have personal knowledge of the facts and matters hereinafter sworn to, except where stated to be based on information and belief, in which case, I believe such information to be true.

2. I swear this affidavit in support of an application (the "**Application**") by the Debtor for an Order granting, among other things, the following relief:

- (a) deeming service of the Application to be good and sufficient;
- (b) extending the period within which the Debtor may file a proposal (the "**Filing Period**") by 45 days, up to and including May 13, 2021, or such other date as this Honourable Court may order; and,
- (c) such further and additional relief as may be sought by the Debtor and approved by this Honourable Court,

(collectively, the "**Relief Sought**").

### **Background**

3. As described more fully in the February 3 Affidavit, the Debtor is a wholly-owned subsidiary of Whitebark Energy Ltd. ("**Whitebark**"). Whitebark is a reporting issuer listed on the Australian Securities Exchange, and is engaged in the business of oil and gas exploration and production. Whitebark conducts operations in Canada and Western Australia through its subsidiaries, including the Debtor.

4. The Debtor is an oil and gas exploration and production company based in the City of Calgary, and conducts business within the Province of Alberta. Specifically, the Debtor is engaged in the business of operating working interests in the Wizard Lake Oil Field, located approximately fifty (50) kilometers southwest of the City of Edmonton.

5. On January 13, 2021 (the "**Filing Date**"), the Debtor filed a Notice of Intention to Make a Proposal (the "**NOI**") under and pursuant to the *Bankruptcy and Insolvency Act* (Canada) (the "**BIA**"). Deloitte Restructuring Inc. was appointed as the proposal trustee (the "**Proposal Trustee**") in the Debtor's NOI proceedings (the "**NOI Proceedings**").

6. On February 12, 2021, the Honourable Justice D.B. Nixon granted an order (the "**February 12 Order**") that, among other things:

- (a) extended the time within which the Debtor may file a proposal, until and including March 29, 2021;



- (b) approved a sale and solicitation process (the "**SISP**") in respect of the Debtor;
  - (c) approved a stalking horse asset purchase agreement (the "**Stalking Horse APA**"), between the Debtor and Ironbark Energy Ltd. (the "**Stalking Horse Purchaser**"), a corporation related to the Debtor;
  - (d) approved an interim financing facility (the "**Interim Financing Facility**"), in the maximum principal amount of \$150,000, to allow the Debtor to satisfy its future expenses in connection with its ongoing operations during the within NOI Proceedings;
  - (e) granted certain priority charges over the property of the Debtor; and,
  - (f) authorized the Debtor to pay the reasonable fees and disbursements of the Proposal Trustee, the Proposal Trustee's counsel, and the Debtor's counsel.
7. As described in further detail in the February 3 Affidavit, the material dates in connection with the SISP are as follows:
- (a) the SISP was commenced on or about February 15, 2021 (the "**SISP Commencement Date**"), by the Proposal Trustee preparing, in consultation with the Debtor, as list of known potential strategic and financial bidders;
  - (b) the Phase 1 bid deadline, for the delivery of offers, shall conclude at 5:00 p.m. (Calgary time) on April 16, 2021 (the "**Bid Deadline**"), being 60 days after the SISP Commencement Date;
  - (c) the Proposal Trustee shall extend invitations to all Qualified Bidders (as defined in the SISP) to attend the Phase 2 Auction on the third business day after the Bid Deadline;
  - (d) the Phase 2 Auction shall be held no earlier than five (5) Business Days after the Phase 1 Bid Deadline, and no later than April 28, 2021; and,
  - (e) the contemplated completion date, for the closing of any transaction arising out of the SISP, is May 17, 2021.



**Extension of Filing Period**

8. The period within which the Debtor has to file its proposal expires on March 29, 2021.

9. Since the commencement of the NOI Proceedings, the Debtor has been diligently pursuing activities aimed at the presentation of a proposal and the restructuring of its going concern business. The activities of the Debtor prior to February 3, 2021, are described in the February 3 Affidavit. Since the granting of the February 12 Order, the Debtor's activities have included, among other things:

- (a) providing the Proposal Trustee with access to the Debtor's premises, property, and books and records;
- (b) working with the Proposal Trustee and counsel to facilitate the commencement of the SISP, including by attending to the virtual data room, providing input regarding potential purchasers and draft teaser materials, and answering the Proposal Trustee's queries with respect to the SISP;
- (c) working with the Proposal Trustee and counsel to engage with creditors and answer creditor inquiries regarding the NOI Proceedings, and engaging with creditors and stakeholders generally, to address concerns that have been raised since the lodging of the NOI;
- (d) engaging with Source Rock Royalties Ltd. regarding certain royalty arrears in respect of the Wizard Lake assets, and future liabilities of the Debtor;
- (e) engaging with PrairieSky Royalty Ltd., the lessor of certain leased lands in which the Debtor has an interest, with respect to the status of the applicable leases;
- (f) carrying on business in the ordinary course and generally taking actions incidental to the operations of the Debtor, to preserve the going concern value of the Debtor;
- (g) engaging with certain creditors with respect to the discharge of liens relating to obligations which have been satisfied prior to the Filing Date;
- (h) providing documents and records to the Proposal Trustee for use in the virtual data room established under the SISP;



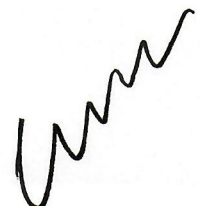
- (i) reviewing and negotiating documents in connection with the Proposed Purchase Agreement (as defined and described in paragraph 24 of the First Report of the Proposal Trustee, dated February 4, 2021) relating to certain lands in which Point Loma Resources Inc. holds an interest;
- (j) working with the Proposal Trustee and counsel to prepare a cash flow projection, and to identify issues with respect to the financial condition of the Debtor and the status of its creditors;
- (k) engaging with the Alberta Energy Regulator (the "AER") regarding inquiries in connection with the filing of the NOI; and,
- (l) responding to inquiries from various creditors regarding the status of the NOI Proceedings.

10. The Debtor is committed to ensuring that a transaction occurs to maintain its business (albeit in a restructured form) through the Stalking Horse APA, and to maximizing value for its creditors and other stakeholders through the SISP. In order to continue to work towards the formulation and filing of a proposal, as further discussed below, the Debtor requires an extension of the period within which the it may file a proposal, pursuant to section 50.4(9) of the BIA.

11. While the Stalking Horse APA contemplates an asset transaction, the SISP is designed to permit both sale offers and restructuring offers to be made by any person to the Debtor. This preserves the ability of an interested party to make a Superior Offer (as defined in the SISP) to the Debtor that would be implemented by way of a proposal under the BIA. The Stalking Horse APA creates certainty that a transaction will result from the SISP, but does not prevent a viable proposal from being completed under the BIA.

12. The SISP contemplates that the definitive transaction under the SISP shall close on or before May 17, 2021, subject to Court approval. Accordingly, the Debtor requires an extension of the time within which it may file a proposal, to, among other things, permit the conclusion of the SISP in accordance with the terms of the February 12 Order.

13. Because the Stalking Horse APA is with a related party, the Proposal Trustee has the sole authority to administer the SISP (including the sole authority to receive communications from bidders in connection with the SISP, unless the Proposal Trustee expressly directs otherwise) and to determine: (i) at the completion of Phase 1, whether a Qualified Bid has been made; and,



if one or more Qualified Bids have been made, (ii) at the completion of the Phase 2 Auction, whether a Superior Offer has been made in accordance with the terms of the SISP. If, after the conclusion of the Phase 2 Auction, the Proposal Trustee determines that a Superior Offer has been made, the Debtor will be obligated to proceed with such Superior Offer in accordance with the terms of the SISP. If no Superior Offer is received, the Debtor will be obligated to proceed with the Stalking Horse APA in accordance with the terms of the SISP.

14. By entering into the Stalking Horse APA, in conjunction with the commencement of the SISP, the Stalking Horse APA provides the Debtor with a binding and definitive agreement, in the event that no Superior Offer arises, which will provide a means by which the Debtor will be able to successfully restructure its business and continue such business as a going concern, albeit under the control and possession of the Stalking Horse Purchaser.

15. I am advised that: (i) the Proposal Trustee delivered a teaser document to thirty-six (36) potential bidders, and has received various expressions of interest; (ii) the Proposal Trustee has entered into confidentiality agreements with at least six (6) potential bidders, as contemplated by the terms of the SISP; and, (iii) the Debtor has been working with the Proposal Trustee to respond to certain information requests in connection with the SISP, on an ongoing basis. Accordingly, while the Bid Deadline has not yet passed, I understand that the SISP is proceeding in accordance with its terms and the February 12 Order.

16. The Debtor is working with the Proposal Trustee to update its cash flow statements. I understand that updated cash flow statements will be attached to the Second Report of the Proposal Trustee, to be filed. Based upon my discussions with management and my review of the cash flow statements prepared to date, in the within NOI Proceedings, I believe that the Debtor will have sufficient liquidity during the extended Filing Period, in light of the Interim Financing Facility, to fund its operations in the ordinary course.

17. Accordingly, I verily believe that the Debtor has acted and is acting in good faith and with due diligence and that if the Relief Sought is granted:

- (a) the Debtor will likely be able to make a viable proposal if a Superior Offer is advanced by way of a restructuring bid; and,
- (b) no creditor will be materially prejudiced.



**Conclusion**

18. I make this affidavit in support of the Application for the Relief Sought, and for no other or improper purpose.

**Process for Commissioning of this Affidavit**

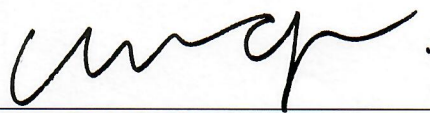
19. I am not physically present before the Commissioner for Oaths (the "Commissioner") taking this Affidavit, but I am linked with the Commissioner by video technology. The following steps have been or will be taken by me and the Commissioner:

- (a) I have shown the Commissioner the front and back of my current government-issued photo identification ("ID") and the Commissioner has compared my video image to the information on my ID;
- (b) the Commissioner has taken a screenshot of the front and back of my ID to retain it;
- (c) the Commissioner and I have a paper copy of this Affidavit before us;
- (d) the Commissioner and I have reviewed each page of this Affidavit to verify that the pages are identical and have initialed each page in the lower right corner;
- (e) at the conclusion of our review of the Affidavit, the Commissioner administered the oath to me, and the Commissioner watched me sign my name to this Affidavit; and
- (f) I will send this signed Affidavit electronically to the Commissioner.

*cm ✓ AFFIRMED ✓ cm*

~~SWORN~~ BEFORE ME by two-way video conference, on this 15<sup>th</sup> day of March, 2021.

\_\_\_\_\_  
Commissioner for Oaths in and for the Province of Alberta

  
\_\_\_\_\_  
CHARLES MORGAN



Clerk's Stamp

COURT FILE NUMBER 25-2703459  
COURT COURT OF QUEEN'S BENCH OF ALBERTA  
IN BANKRUPTCY AND INSOLVENCY  
JUDICIAL CENTRE CALGARY

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

AND IN THE MATTER OF THE NOTICE OF  
INTENTION TO MAKE A PROPOSAL OF SALT  
BUSH ENERGY LTD.

DOCUMENT **AFFIDAVIT OF CHARLES MORGAN**

ADDRESS FOR SERVICE AND CONTACT  
INFORMATION OF PARTY  
FILING THIS DOCUMENT  
McCARTHY TÉTRAULT LLP  
Barristers & Solicitors  
Sean Collins / Nathan Stewart  
Suite 4000, 421 - 7 Avenue S.W.  
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Fax: 403-260-3501  
Email: scollins@mccarthy.ca /  
nstewart@mccarthy.ca

**AFFIDAVIT OF CHARLES MORGAN**

**Sworn March 15, 2021**

I, Charles Morgan, of the City of London, in the United Kingdom of Great Britain and Northern Ireland, ~~MAKE OATH~~ AND SAY THAT:

*ml AFFIRM ml*

1. I am the President of Salt Bush Energy Ltd. (the "**Debtor**"), and a director of the Debtor. Additionally, I have reviewed the books and records maintained by and in the possession of the Debtor, in the ordinary course of business. In preparing to swear this Affidavit, I have also reviewed the Affidavit of David Messina, sworn on February 3, 2021 (the "**February 3 Affidavit**"), in the within proceedings. Based on the aforementioned and upon such review, I have personal knowledge of the facts and matters hereinafter sworn to, except where stated to be based on information and belief, in which case, I believe such information to be true.

*ml*



2. I swear this affidavit in support of an application (the "**Application**") by the Debtor for an Order granting, among other things, the following relief:

- (a) deeming service of the Application to be good and sufficient;
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**Background**

3. As described more fully in the February 3 Affidavit, the Debtor is a wholly-owned subsidiary of Whitebark Energy Ltd. ("**Whitebark**"). Whitebark is a reporting issuer listed on the Australian Securities Exchange, and is engaged in the business of oil and gas exploration and production. Whitebark conducts operations in Canada and Western Australia through its subsidiaries, including the Debtor.

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- (a) providing the Proposal Trustee with access to the Debtor's premises, property, and books and records;
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  - (d) engaging with Source Rock Royalties Ltd. regarding certain royalty arrears in respect of the Wizard Lake assets, and future liabilities of the Debtor;
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- (b) no creditor will be materially prejudiced.



**Conclusion**

18. I make this affidavit in support of the Application for the Relief Sought, and for no other or improper purpose.


**Process for Commissioning of this Affidavit**

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- (e) at the conclusion of our review of the Affidavit, the Commissioner administered the oath to me, and the Commissioner watched me sign my name to this Affidavit; and
- (f) I will send this signed Affidavit electronically to the Commissioner.

*NS / AFFIRMED / NS*

SWORN BEFORE ME by two-way video )  
conference, on this 15<sup>th</sup> day of March, )  
2021. )

  
\_\_\_\_\_  
Commissioner for Oaths in and for the )  
Province of Alberta )

**Nathan A. Stewart  
Barrister & Solicitor**

\_\_\_\_\_  
CHARLES MORGAN

*NS*

**CERTIFICATE**

CANADA )  
 )  
PROVINCE OF )  
 )  
ALBERTA )  
 )

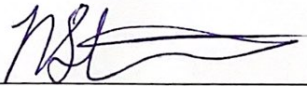
*IN THE MATTER OF THE BANKRUPTCY AND INSOLVENCY ACT,  
R.S.C. 1985, c. B-3, AS AMENDED*

*AND IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE  
A PROPOSAL OF SALT BUSH ENERGY LTD.*

I, Nathan Stewart, of the City of Calgary, in the Province of Alberta, Barrister & Solicitor,  
**DO CERTIFY** that:

1. I remotely commissioned the Affidavit of Charles Morgan dated March 15, 2021, attached hereto, using videoconferencing software in accordance with the procedure set out in the Court of Queen's Bench of Alberta Notice to the Profession and Public NPP#2020-02 regarding Remote Commissioning of Affidavits for Use in Civil and Family Proceedings During The COVID-19 Pandemic.
2. The remote commissioning process was necessary because it was impossible or unsafe, for medical reasons, for the deponent and I to be physically present together.

**IN TESTIMONY WHEREOF** I have hereunto subscribed my name and affixed my seal of office at the City of Calgary, in the Province of Alberta, this 15<sup>th</sup> day of March, 2021.

  
\_\_\_\_\_  
Nathan Stewart

A Commissioner for Oaths in  
and for the Province of Alberta

**Nathan A. Stewart  
Barrister & Solicitor**