I hereby certify this to be a true copy of the original order of which it purports to be a copy.

Dated this 06 day of March 2015

for Registrar in Calgary
Bankruptcy Division of the
Court of Queen's Bench of Alberta

FILED
MAR 06 2015
CALGARY

Clerk's Stamp

COURT FILE NUMBER	25-1963517
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COURT	COURT OF QUEEN'S BENCH OF ALBERTA IN BANKRUPTCY AND INSOLVENCY
JUDICIAL CENTRE	CALGARY
	IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF IVANHOE ENERGY INC.
DOCUMENT	**ORDER**
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	Cassels, Brock & Blackwell LLP 2200 – 885 West Georgia Street Vancouver, BC V6C 3E8 **Attention: Steven D. Dvorak** Tel: (604)691-6121 Fax: (604) 691-6120 File No: FID2090532

DATE ON WHICH ORDER WAS PRONOUNCED:	**March 6, 2015**
NAME OF MASTER/JUDGE WHO MADE THIS ORDER:	**Justice P.R. Jeffrey**
LOCATION OF HEARING OR TRIAL:	**Calgary, Alberta**

UPON THE APPLICATION of Ivanhoe Energy Inc. (the "Company") pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 ("BIA"), coming on for hearing on March 6, 2015, at Calgary, Alberta, **AND UPON** hearing Steven D. Dvorak, counsel for the Company, Jeffrey Oliver, counsel for Ernst & Young Inc., counsel for Robert Martin Friedland, and David McKinnon, counsel for BNY Trust Company of Canada ("BNY");

AND UPON READING the first affidavit of Blair Vago, sworn February 27, 2015 (the "Vago Affidavit"), the First Report of Ernst & Young LLP in its capacity as the Proposal Trustee (the "Proposal Trustee"), filed, **AND UPON** reading the Company's cash-flow statement, appended as Exhibit "A" to the Vago Affidavit, **AND UPON** being advised that the secured creditors who are likely to be affected by the charges created herein were given notice, **AND UPON** hearing the submissions of the Company's Counsel (as hereinafter defined), counsel for the Proposal Trustee, counsel for BNY, and counsel for the DIP Lender (as hereinafter defined), no one else appearing, **AND UPON** being satisfied that the terms of the DIP Term Sheet (as hereinafter defined) are reasonable and required by the Company;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

1. The time for service of the Application, the Vago Affidavit, and the First Report of the Proposal Trustee is hereby abridged and validated so that this Application is properly returnable today and further service thereof is hereby dispensed with.

PROPOSAL TRUSTEE'S POWERS

2. The Proposal Trustee is hereby empowered and authorized to take all steps required to implement the Definitive Documents (as hereinafter defined) including, without limitation, to

(a) assist the Company, to the extent required by the Company, in its dissemination, to the DIP Lender (as hereinafter defined) of financial and other information as agreed to between the Company and the DIP Lender;

(b) assist the Company in its preparation of the rolling cash-flow forecasts contemplated by the Definitive Documentation (as hereinafter defined) (the "Cash-Flow Statements") and reporting required by the DIP Lender, which information shall be reviewed with the Proposal Trustee and delivered to the DIP Lender in accordance with the Definitive Documents or as otherwise agreed to by the DIP Lender;

(c) report to this Court at such times and intervals as the Proposal Trustee may deem appropriate with respect to matters relating to the Charged Property (as hereinafter defined), and such other matters as may be relevant to the proceedings herein;

(d) have full and complete access to the Charged Property, including the premises, books, records, data, including data in electronic form, and other financial documents of the Company, to the extent that is necessary to adequately assess the Company's business and financial affairs or to perform its duties arising under this Order; and

(e) perform such other duties as are required by this Order or by this Court from time to time.

3. In addition to the rights and protections afforded the Proposal Trustee under the BIA or as an officer of this Court, the Proposal Trustee shall incur no liability or obligation as a result of its appointment or the carrying out of the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part. Nothing in this Order shall derogate from the protections afforded the Proposal Trustee under the BIA or any other applicable legislation.

ADMINISTRATION CHARGE

4. The Proposal Trustee, counsel for the Proposal Trustee and Cassels Brock and Blackwell LLP, as the counsel to the Company in connection with these BIA proceedings (the "Company's Counsel"), shall be paid their reasonable fees and disbursements (including any pre-filing fees and disbursements), in each case at their standard rates and charges, by the Company as part of the costs of these proceedings. The Company is hereby authorized and directed to pay the accounts of the Proposal Trustee, counsel for the Proposal Trustee and the Company's Counsel (for work performed in connection with these BIA proceedings) on a weekly basis.

5. The Proposal Trustee, counsel for the Proposal Trustee, BNY, counsel for BNY, and the Company's Counsel shall be entitled to the benefit of and are hereby granted a charge (the "Administration Charge") on all assets, rights, undertakings and properties of the Company, of every nature and kind whatsoever, and wherever situated including all proceeds thereof (the "Charged Property"), which Administration Charge shall not exceed an aggregate amount of $500,000, as security for their professional fees and disbursements incurred at their standard rates and charges, both before and after making of this Order in respect of these proceedings, provided that the aggregate portion of the Administration Charge in favour of BNY and counsel for BNY shall not exceed $100,000. The Administration Charge shall have the priority set out in paragraphs 16 and 18 hereof.

DIRECTORS' AND OFFICERS' INDEMNIFICATION AND CHARGE

6. The Company shall indemnify its directors and officers against obligations and liabilities that they may incur as directors or officers of the Company after the commencement of the within proceedings, except to the extent that, with respect to any officer or director, the obligation or liability was incurred as a result of the director's or officer's gross negligence or wilful misconduct.

7. The directors and officers of the Company shall be entitled to the benefit of and are hereby granted a charge (the "Directors' Charge") on the Charged Property, which charge shall not exceed an aggregate amount of $200,000, as security for the indemnity provided in paragraph 6 of this Order. The Directors' Charge shall have the priority set out in paragraphs 16 and 18 herein.

8. Notwithstanding any language in any applicable insurance policy to the contrary,

(a) no insurer shall be entitled to be subrogated to or claim the benefit of the Directors' Charge; and

(b) the Applicant's directors and officers shall only be entitled to the benefit of the Directors' Charge to the extent that they do not have coverage under any directors' and officers' insurance policy, or to the extent that such coverage is insufficient to pay amounts indemnified in accordance with paragraph 6 of this Order.

DIP FINANCING

9. The execution by the Company of the DIP Term Sheet (as hereinafter defined) is hereby approved, *nunc pro tunc*, and the Company is hereby authorized and empowered to perform its obligations under the DIP Term Sheet and to obtain and borrow funds pursuant to the DIP Term Sheet among the Company (as borrower) and Robert Martin Friedland (in such capacity, the "DIP Lender") in order to finance the Company's working capital requirements (including payment of the fees and disbursements of the Proposal Trustee, counsel for the Proposal Trustee, and Company's Counsel in connection with these BIA proceedings) and other general corporate purposes and capital expenditures, in accordance with the Definitive Documents (as hereinafter defined), provided that borrowing under such credit facility shall not exceed US$1,000,000.

10. Such credit facility shall be on substantially the terms and subject to the conditions set forth in the DIP Term Sheet agreement dated February 27, 2015 and attached as Exhibit "B" to the Vago Affidavit (the "DIP Term Sheet"), together with such non-substantive modifications as may be agreed upon by the Company and the DIP Lender and consented to by the Proposal Trustee.

11. The Company and the DIP Lender are hereby authorized and empowered to execute and deliver such credit agreements, mortgages, charges, hypothecs and security documents,

guarantees and other definitive documents (such documents, together with the DIP Term Sheet, collectively, the "Definitive Documents"), as are contemplated by the DIP Term Sheet or as may be reasonably required by the DIP Lender pursuant to the terms thereof together with such non-substantive modifications as may be agreed upon by the Company and the DIP Lender and consented to by the Proposal Trustee, and the Company is hereby authorized and directed to pay and perform all of their indebtedness, interest, fees, liabilities and obligations to the DIP Lender under and pursuant to the Definitive Documents as and when the same become due and are to be performed, notwithstanding any other provision of this Order.

12. The DIP Lender shall be entitled to the benefit of and is hereby granted a charge (the "DIP Lender's Court Charge") on the Charged Property, which DIP Lender's Court Charge shall not secure an obligation that exists before this Order is made. The DIP Lender's Court Charge and any contractual security interests granted by the Company pursuant to the Definitive Documents (collectively with the DIP Lender's Court Charge, the "DIP Lender's Charge") shall attach to the Charged Property and shall secure all obligations under the Definitive Documents. The DIP Lender's Charge shall have the priority set out in paragraphs 16 and 18 hereof.

13. Notwithstanding any other provision of this Order:

(a) the DIP Lender may take such steps from time to time as it may deem necessary or appropriate to file, register, record or perfect the DIP Lender's Charge or any of the Definitive Documents;

(b) upon the occurrence of an event of default under the Definitive Documents or the DIP Lender's Charge (a) the DIP Lender may cease making advances to the Company, and (b) the DIP Lender may (i) set off and/or consolidate any amounts owing by the DIP Lender to the Company against the obligations of the Company to the DIP Lender under the Definitive Documents and may make demand, accelerate payment and give other notices, and (ii) upon four (4) days' notice to the Company, the Proposal Trustee, and the Service List in this proceeding, exercise any and all of its rights and remedies against the Company or the Charged Property under or pursuant to the Definitive Documents or the Personal Property Security Act of British Columbia or any other applicable jurisdiction, the Uniform Commercial Code of the applicable jurisdiction including, without limitations, to apply to this Court for the appointment of a receiver, receiver and manager or interim receiver, or for a bankruptcy order against the Company and for the appointment of a trustee in bankruptcy of the Company; and

(c) the foregoing rights and remedies of the DIP Lender shall be enforceable against any trustee in bankruptcy, interim receiver, receiver or receiver and manager of the Company or the Charged Property.

14. All claims of the DIP Lender pursuant to the Definitive Documents are not claims that may be compromised pursuant to any Proposal filed by the Company in these proceedings or any Plan filed by the Company under the *Companies' Creditors Arrangement Act* without the consent of the DIP Lender and, except as contemplated in the Definitive Documents, the DIP Lender shall be treated as unaffected in any Proposal or Plan or other restructuring with respect to any obligations outstanding to the DIP Lender under or in respect of the Definitive Documents.

15. Except to the extent contemplated by the Definitive Documents, the Company shall not file a Plan or Proposal in these proceedings or proceed with any other restructuring that does not provide for the indefeasible payment in full in cash of the obligations outstanding under the Definitive Documents as a pre-condition to the implementation of any such Plan or Proposal or any other restructuring without the prior written consent of the DIP Lender.

VALIDITY AND PRIORITY OF CHARGES CREATED BY THIS ORDER

16. The priorities of the Administration Charge, the Directors' Charge and the DIP Lender's Charge, as among them, shall be as follows, subject to paragraph 18 of this Order:

First — DIP Lender's Charge;

Second — Administration Charge (to the maximum amount of $500,000); and

Third — Directors' Charge (to the maximum amount of $200,000).

17. The filing, registration or perfection of the Administration Charge, the Directors' Charge or the DIP Lender's Charge (collectively, the "Charges") shall not be required, and the Charges shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered, recorded or perfected subsequent to the Charges coming into existence, notwithstanding any such failure to file, register, record or perfect.

18. Each of the Charges shall constitute a charge on the Charged Property and such Charges shall rank in priority to all other security interests, trusts, liens, charges and encumbrances, claims of secured creditors, statutory or otherwise.

19. Except as otherwise expressly provided for herein, or as may be approved by this Court, the Company shall not grant any Encumbrances over any Charged Property that rank in priority to, or *pari passu* with, any of the Administration Charge, the Directors' Charge or the DIP Lender's Charge, unless the Company also obtains the prior written consent of the Proposal Trustee, the DIP Lender and the beneficiaries of the Administration Charge and the Directors' Charge, or further Order of this Court.

20. The Administration Charge, the Directors' Charge, the Definitive Documents and the DIP Lender's Charge shall not be rendered invalid or unenforceable and the rights and remedies of the chargees entitled to the benefit of the Charges (collectively, the "Chargees") and/or the DIP Lender thereunder shall not otherwise be limited or impaired in any way by

(a) the pendency of these proceedings and the declarations of insolvency made herein;

(b) any application(s) for bankruptcy order(s) issued pursuant to BIA, or any bankruptcy order made pursuant to such applications;

(c) the filing of any assignments for the general benefit of creditors made pursuant to the BIA;

(d) any deemed bankruptcy pursuant to the BIA;

(e) the provisions of any federal or provincial statutes; or

(f) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any existing loan documents, lease, sublease, offer to lease or other agreement (collectively, an "Agreement") which binds the Company or the DIP Lender, and notwithstanding any provision to the contrary in any Agreement:

   (i) neither the creation of the Charges nor the execution, delivery, perfection, registration or performance of the Definitive Documents shall create or be deemed to constitute a breach by the Company or the DIP Lender of any Agreement to which any one of them is a party;

(ii) none of the Chargees shall have any liability to any Person whatsoever as a result of any breach of any Agreement caused by or resulting from the Company entering into the Definitive Documents, the creation of the Charges, or the execution, delivery or performance of the Definitive Documents; and

(iii) the payments made by the Company pursuant to this Order, the Definitive Documents, and the granting of the Charges, do not and will not constitute preferences, fraudulent conveyances, transfers at under value, oppressive conduct, or other challengeable or voidable transactions under any applicable law.

21. Any of the Charges created by this Order over leases of real property in Canada shall only be a charge in the Company's interest in such real property leases.

EXTENSION OF TIME TO FILE PROPOSAL

22. The time within which a proposal must be filed with the Official Receiver under section 62(1) of the BIA be and is hereby extended to 4:00 p.m. Mountain Standard Time on May 5, 2015.

FOREIGN PROCEEDINGS

23. The Proposal Trustee is hereby authorized and empowered to act as the foreign representative in respect of the within proceedings for the purposes of having these proceedings recognized in a jurisdiction outside Canada.

24. The Proposal Trustee is hereby authorized as the foreign representative of the Company and of the within proceedings, to apply for foreign recognition of these proceedings, as necessary, in any jurisdiction outside of Canada, and to take such actions necessary or appropriate in furtherance of the recognition of these proceedings in any such jurisdiction.

25. This Court requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, the United States of America, Ecuador or in any other foreign jurisdiction, to give effect to this Order and to assist the parties and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the parties and to the Proposal Trustee, as an officer of this Court, as may

be necessary or desirable to give effect to this Order, to grant representative status to the Proposal Trustee in any foreign proceeding.

GENERAL

26. The Company or the Proposal Trustee may from time to time apply to this Court for advice and directions in the discharge of their powers and duties hereunder, on providing two days' notice, unless otherwise directed by this Court.

27. Nothing in this Order shall prevent the Proposal Trustee from acting as an interim receiver, a receiver, a receiver and manager, monitor or a trustee in bankruptcy of the Company or the Charged Property.

28. Each of the DIP Lender and the Proposal Trustee be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and for assistance in carrying out the terms of this Order and any other Order issued in these proceedings.

29. Any interested party (including the Company, DIP Lender the Proposal Trustee) may apply to this Court to vary or amend this Order on not less than seven (7) days notice to any other party or parties likely to be affected by the order sought or upon such other notice, if any, as this Court may order, provided however that the DIP Lender shall be entitled to rely on this Order as issued for all advances made under the Definitive Documents up to and including the date this Order may be varied or amended.

30. This Order and all of its provisions are effective as of 12:01 a.m. Mountain Standard Time on the date of this Order.

31. The requirement that counsel attending this application, other than Company's Counsel, approve the form of this Order, is dispensed with.

Justice of the Court of Queen's Bench of Alberta

APPROVED AS TO FORM AND CONTENT
THIS 6th DAY OF MARCH, 2015.

CASSELS, BROCK & BLACKWELL LLP

PER: ______________________________
STEVEN D. DVORAK
Counsel for Ivanhoe Energy Inc.