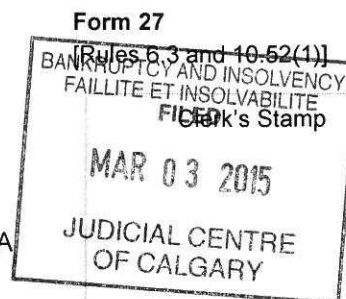


COURT FILE NUMBER 25-1963517  
ESTATE NUMBER 25-1963517  
COURT COURT OF QUEEN'S BENCH OF ALBERTA  
IN BANKRUPTCY AND INSOLVENCY  
JUDICIAL CENTRE CALGARY

IN THE MATTER OF THE NOTICE OF  
INTENTION TO MAKE A PROPOSAL OF  
IVANHOE ENERGY INC.



DOCUMENT APPLICATION  
PARTY FILING THIS DOCUMENT IVANHOE ENERGY INC.  
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

**NOTICE TO RESPONDENT(S):** TALISMAN ENERGY INC. and ROBERT MARTIN FRIEDLAND

This application is made against you. You are a respondent. 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: Friday, March 6, 2015  
Time: 10:00 am  
Where: Justice Chambers  
Before Whom: The Honourable Mr. Justice Jeffrey

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. An Order establishing a claims process for identifying and quantifying claims against the Applicants (the "Claims Process") and other ancillary relief related to the Claims Process;
2. An Order abridging the time for service of this Application and the Second Affidavit of Blair Vago;
3. An Order validating and deeming service good and effective; and
4. Such further and other Order as this Honourable Court may determine necessary.

[Proposed form of Order is attached as Schedule "A"]

**Grounds for making this application:**

5. The Applicant is acting in good faith and with due diligence in the preparation and presentation of a Proposal to its Creditors;
6. The Proposal Trustee supports the relief sought;
7. The relief sought will not materially prejudice the interests of any person;
8. Certain claims against the Applicant are contingent or reviewable claims, including, in particular, claims with respect to which the creditors hold security; as a result, to determine the value of the claims against the Applicant, it will be necessary to implement a process for the valuation of such claims that may take a significant period of time to complete;
9. In the circumstances, it is not reasonable or appropriate to call for proofs of claim from creditors only at the time of the meeting(s) to vote on the Applicant's Proposal;
10. The proposed Claims Process is reasonable and appropriate in the circumstances, and is an appropriate engagement of this Court's inherent jurisdiction ; and
11. Such further or other grounds as counsel may advise and this Honourable Court may allow.

**Material or evidence to be relied on:**

12. First Affidavit of Blair Vago, sworn February 27, 2015;
13. Second Affidavit of Blair Vago, sworn March 2, 2015;
14. Report #1 of Ernst & Young Inc., Proposal Trustee; and
15. Such further or other evidence as counsel may advise, and this Honourable Court may admit.

**Applicable rules:**

16. Alberta *Rules of Court*, and in particular Rule 6.1;
17. Bankruptcy and Insolvency General Rules, and in particular Rules 3, 6(4), 9, 11 and 13; and
18. Such further and other rules as Counsel may advise.

**Applicable Acts and regulations:**

19. Bankruptcy and Insolvency Act, R.S.C 1985, c. B-3, and in particular section 34; and
20. Such further and other Acts and regulations as Counsel may advise.

**Any irregularity complained of or objection relied on:**

21. Not applicable.

**How the application is proposed to be heard or considered:**

22. Before the Honourable Justice of this Court presiding in Chambers.

**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 give evidence in response to the application, you must reply by filing an affidavit or other evidence with the Court and serving a copy of that affidavit or other evidence on the applicant(s) a reasonable time before the application is to be heard or considered.

**SCHEDULE "A" - PROPOSED FORM OF ORDER**

COURT FILE NUMBER 25-1963517  
ESTATE NUMBER 25-1963517  
COURT COURT OF QUEEN'S BENCH OF ALBERTA  
IN BANKRUPTCY AND INSOLVENCY  
JUDICIAL CENTRE CALGARY

Clerk's Stamp

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 Jeffrey  
**LOCATION OF HEARING OR TRIAL:** Calgary, Alberta

**UPON THE APPLICATION** of Ivanhoe Energy Inc. ("Ivanhoe Energy") 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 Ivanhoe Energy, and \_\_\_\_\_, counsel for Ernst & Young Inc;

**AND UPON READING** the first affidavit of Blair Vago, sworn February 27, 2015 (the "First Vago Affidavit"), the second affidavit of Blair Vago, sworn March 2, 2015, the First Report of Ernst & Young Inc. in its capacity as the Proposal Trustee (the "Proposal Trustee"), filed, **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 Ivanhoe Energy's Counsel and counsel for the Proposal Trustee, no one else appearing;

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

**SERVICE**

1. The time for service of this Application, the First Vago Affidavit, the Second 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.

**APPROVAL OF CLAIMS PROCESS**

2. All capitalized terms not otherwise defined in this Order shall have the meanings assigned to them in the Claims Process attached as Schedule "A" hereto (the "Claims Process").

3. The Claims Process is hereby approved, and the Proposal Trustee is hereby authorized and directed to implement the Claims Process.

4. The following forms, with any necessary non-substantive amendments, are hereby approved: Instruction Letter (Schedule "B"); Proof of Claim for Ivanhoe Energy (Schedule "C"); Notice of Determination or Disallowance (Schedule "D"); Notice of Dispute (Schedule "E"); and Newspaper Notice (Schedule "F").

**CLAIMS BAR**

5. Notwithstanding any provision of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 (the "BIA"), April 10, 2015 is hereby established as the Voting Claims Bar Date.

6. Any Creditor who fails to file a Proof of Claim in respect of a Claim, in accordance with this Order and the Claims Process, on or before the Voting Claims Bar Date, shall:

- (a) be forever barred, estopped and enjoined from voting on the Proposal of either Applicant; and
- (b) not be entitled to receive further notice in these proceedings, other than with respect to distribution, without leave of this Court.

#### **CLAIMS OFFICER**

7. The Proposal Trustee is authorized to determine the manner in which evidence may be brought before him as well as any other procedural matters which may arise in respect of the determination of any Claim.

#### **NOTICE SUFFICIENT**

8. The publication of the Newspaper Notice and the mailing to the Creditors of the Claims Package in accordance with the Claims Process and the requirements of this Order shall constitute good and sufficient service and notice of (i) this Order, and (ii) the Voting Claims Bar Date, on all Persons who may be entitled to receive notice and who may wish to assert Claims, and no other notice or service need be given or made and no other document or material need be sent to or served upon any Person in respect of this Order.

9. Compliance with this Claims Process Order and the Claims Process by the Proposal Trustee shall relieve the Proposal Trustee of its obligation to send proofs of claim to creditors prior to the meeting of creditors with respect to the Applicant's Proposal, as set out in s. 51(1)(e)(i) and (ii) of the BIA.

#### **FILING OF PROOFS OF CLAIM**

10. A Proof of Claim shall be deemed filed in a timely manner only if delivered by registered mail, personal delivery, courier, e-mail (in PDF format) or facsimile transmission so as to actually be received by the Proposal Trustee on or before the Voting Claims Bar Date.

#### **NOTICE OF TRANSFEREES**

11. If a Creditor or any subsequent holder of a Claim who has been acknowledged by the Applicant, with the consent of the Proposal Trustee, transfers or assigns that Claim to another Person, neither the Applicant nor the Proposal Trustee shall be required to give notice to or to otherwise deal with the transferee or assignee of the Claim as the holder of such Claim, unless and until actual notice of transfer or assignment, together with satisfactory evidence of such transfer or assignment, has been delivered to the Applicant and the Proposal Trustee. Thereafter, such transferee or assignee shall, for all purposes hereof, constitute the holder of such Claim and shall be bound by notices given and steps taken in respect of such Claim in accordance with the provisions of this Order.

12. If a Creditor or any subsequent holder of a Claim who has been acknowledged by the Applicant, with the consent of the Proposal Trustee, as the holder of the Claim transfers the whole of each such Claim to another Person or Persons such transfers or assignments shall not create separate Claims and such Claims shall continue to be dealt with as a single Claim notwithstanding such transfers or assignments. Neither the Applicant nor the Proposal Trustee shall, in each such case, be required to recognize or acknowledge any such transfers or assignments and shall be entitled to give notices to and to otherwise deal with such Claim only as a whole and then only to and with the person last holding such Claim provided such Creditor may, by notice in writing delivered to the Applicant and the Proposal Trustee, direct that subsequent dealings in respect of such Claim, but only as a whole, shall be dealt with by a specified Person and in such event, such Person shall be bound by any notices given or steps taken in respect of such Claim with such Creditor in accordance with the provisions of this Order.

#### **NOTICES AND COMMUNICATION**

13. Except as otherwise provided herein, the Proposal Trustee may deliver any notice or other communication to be given under this Order to Creditors or other interested Persons by forwarding true copies thereof by ordinary mail, courier, personal delivery, facsimile or e-mail to such Creditors or Persons at the address last shown on the books and records of the Applicant, and that any such service or notice by courier, personal delivery, facsimile or e-mail shall be deemed to be received on the next Business Day following the date of forwarding thereof, or if sent by ordinary mail on the third Business Day after mailing within Alberta, the fifth Business Day after mailing within Canada, and the tenth Business Day after mailing internationally.

14. Any notice or other communication to be given under this Order by a Creditor to the Proposal Trustee or to the Applicant shall be in writing in substantially the form, if any, provided for in this Order and will be sufficiently given only if delivered by registered mail, courier, e-mail (in PDF format), personal delivery or facsimile transmission addressed to:

Ernst & Young Inc.,  
Attn: Jessica Caden  
Ernst & Young Tower  
1000, 440-2nd Avenue S.W.  
Calgary, Alberta T2P 5E9  
E-mail: [Jessica.caden@ca.ey.com](mailto:Jessica.caden@ca.ey.com)  
  
Telephone: (403) 206-5394  
Fax: (403) 206-5075

15. In the event that the day on which any notice or communication required to be delivered pursuant to the Claims Process is not a Business Day, then such notice or communication shall be required to be delivered on the next Business Day.

16. In the event of any strike, lock-out or other event which interrupts postal service in any part of Canada, all notices and communications during such interruption may only be delivered by personal delivery, courier, email or facsimile transmission, and any notice or other communication given or made by prepaid mail within the five (5) Business Day period immediately preceding the commencement of such interruption, unless actually received, shall be deemed not to have been delivered.

#### **GENERAL**

17. The Proposal Trustee is hereby authorized to use reasonable discretion as to the adequacy of compliance with respect to the manner in which Proofs of Claim are completed and executed, and may, if it is satisfied that a Claim has been adequately proven, waive strict compliance with the requirements of the Claims Process and this Order as to the completion and execution of Proofs of Claim.

18. The Proposal Trustee, in addition to its prescribed rights and obligations under the BIA and in relation to the Notice of Intention and Proposal of the Applicant, is hereby authorized and directed to take such other actions and fulfill such other roles as are contemplated by the Claims Process and this Order.

19. References in this Order to the singular shall include the plural, references to the plural shall include the singular and references to any gender shall include the other gender.

20. Notwithstanding the terms of this Order, the Applicant or the Proposal Trustee may apply to this Court from time to time for such further order or orders as they consider necessary or desirable to amend, supplement or replace the Claims Process or this Order.

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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.

## **SCHEDULE "A"**

### **CLAIMS PROCESS**

#### **DEFINITIONS**

1. For purposes of this Claims Process the following terms shall have the following meanings:

- (a) "Applicant" means Ivanhoe Energy Inc. ("Ivanhoe Energy");
- (b) "Business Day" means a day, other than a Saturday or a Sunday, on which banks are generally open for business in Calgary, Alberta;
- (c) "BIA" means the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended;
- (d) "Claim" means (i) any right or claim of any Person that may be asserted or made in whole or in part against Ivanhoe Energy, its directors, officers, employees and agents, whether or not asserted or made, in connection with any indebtedness, liability or obligation of any kind whatsoever, and any interest accrued thereon or costs payable in respect thereof, including without limitation, by reason of the commission of a tort (intentional or unintentional), by reason of any breach of contract or other agreement (oral or written), by reason of any breach of duty (including, without limitation, any legal, statutory, equitable or fiduciary duty) or by reason of any right of ownership of or title to property or assets or right to a trust or deemed trust (statutory, express, implied, resulting, constructive or otherwise), and whether or not any indebtedness, liability or obligation is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, present, future, known or unknown, by guarantee, surety or otherwise, and whether or not any right or claim is executory or anticipatory in nature including, without limitation, any right or ability of any Person to advance a claim for contribution or indemnity or otherwise with respect to any matter, action, cause or chose in action whether existing at present or commenced in the future, together with any other rights or claims of any kind that, if unsecured, would be a debt provable in bankruptcy within the meaning of the BIA had the Applicant become bankrupt, and (ii) any

Tax Claim other than an Excluded Claim. For greater certainty, a Creditor entitled to claim for interest under its applicable agreement with the Applicant may claim for interest that has accrued on its Claim as of the applicable Filing Date, but no claim for interest shall be made for interest accruing after that date;

- (e) "Claims Package" means the document package which shall include a copy of the Instruction Letter, a Proof of Claim and such other materials as the Applicant or the Proposal Trustee consider necessary or appropriate;
- (f) "Claims Process" means the procedures outlined herein in connection with the assertion of Claims against the Applicant;
- (g) "Claims Process Order" means the Order granted by the Court on March 6, 2015, approving the Claims Process.
- (h) "Court" means the Alberta Court of Queen's Bench;
- (i) "Creditor" means any Person asserting a Claim;
- (j) "Excluded Claim" means (i) any Claim with respect to goods and/or services provided to Ivanhoe Energy on or after the Filing Date; (ii) that portion of a Claim arising from a cause of action for which Ivanhoe Energy is covered by insurance, but only to the extent of such coverage; and (iii) any other Claim arising solely as a result of events occurring after the Filing Date;
- (k) "Filing Date" means February 20, 2015;
- (l) "Instruction Letter" means the letter regarding completion of a Proof of Claim, which letter shall be substantially in the form attached to the Claims Process Order as Schedule "B";
- (m) "Known Creditors" means Creditors which the books and records of Ivanhoe Energy disclose were owed money by Ivanhoe Energy as of the Filing Date and which obligation remains unpaid in whole or in part;
- (n) "Newspaper Notice" means the notice of the Claims Process to be published in the newspapers in accordance with the Claims Process in substantially the form attached to the Claims Process Order as Schedule "F";

- (o) "Notice of Determination or Disallowance" means the notice that may be delivered by the Proposal Trustee to a Creditor determining or disallowing such Creditor's Claim as set out in its Proof of Claim in whole or in part, which notice shall be substantially in the form attached to the Claims Process Order as Schedule "D";
- (p) "Notice of Dispute" means the notice that may be delivered by a Creditor who has received a Notice of Determination or Disallowance disputing such Notice of Determination or Disallowance, which notice shall be substantially in the form attached to the Claims Process Order as Schedule "E";
- (q) "Person" shall be broadly interpreted and includes without limitation an individual, firm, partnership, joint venture, venture capital fund, limited liability company, unlimited liability company, association, trust, corporation, unincorporated association or organization, syndicate, committee, the government of a country or any political subdivision thereof, or any agency, board, tribunal, commission, bureau, instrumentality or department of such government or political subdivision, or any other entity, howsoever designated or constituted, including any Taxing Authority, and the trustees, executors, administrators, or other legal representatives of an individual;
- (r) "Proof of Claim" means the form to be completed and filed by a Creditor setting forth its Claim, which proof of claim shall be substantially in the form attached to the Claims Process Order as Schedule "C", including the Addendum thereto;
- (s) "Proposal Trustee" means Ernst & Young Inc., in its capacity as the Proposal Trustee of the Applicant;
- (t) "Proven Claim" means the amount, status and/or validity of the Claim of a Creditor as finally determined in accordance with this Claims Process (a Proven Claim will be "finally determined" in accordance with this Claims Process when (i) it has been accepted by the Proposal Trustee, (ii) the applicable time period for filing and service of a Notice of Dispute in response to a Notice of Determination or Disallowance issued by the Proposal Trustee has expired and no Notice of Dispute has been served in accordance with this Claims Process; or (iii) any court of competent jurisdiction has made a determination with respect to the amount, status and/or validity of the Claim and no appeal or motion for leave to

appeal therefrom shall have been taken or served on either party before the expiry of the applicable appeal period, or if any appeal(s) or motion(s) for leave to appeal or further appeal shall have been taken therefrom or served on either party, any (and all) such appeal(s) or motion(s) shall have been dismissed, determined or withdrawn;

- (u) "Security" means any and all security, guarantees, sureties or assurances of payment, in whatever form, including in or over any real or personal property, held by a Creditor as collateral or additional security for the performance of the obligations of Ivanhoe Energy that are the subject of the Creditor's Claim (or held by a Creditor as collateral or additional security for the performance of the obligations of any other obligor (an "Other Obligor") with respect to whose obligations Ivanhoe Energy is guarantor and liable, or who is a guarantor of Ivanhoe Energy's obligations, or who is jointly liable or severally liable, or jointly and severally liable for Ivanhoe Energy's obligations, that are the subject of the Creditor's Claim), whether granted by Ivanhoe Energy, or an Other Obligor;
- (v) "Tax" or "Taxes" means any and all amounts subject to a withholding or remitting obligation and any and all taxes, duties, fees, and other governmental charges, duties, impositions and liabilities of any kind whatsoever whether or not assessed by the Taxing Authorities (including any Claims by any of the Taxing Authorities), including all interest, penalties, fines, fees, other charges and additions with respect to such amount;
- (w) "Taxing Authorities" means Her Majesty the Queen, Her Majesty the Queen in right of Canada, Her Majesty the Queen in right of any province or territory of Canada, the Canada Revenue Agency, any similar revenue or taxing authority of each and every province or territory of Canada and any political subdivision thereof, and any Canadian or foreign governmental authority, and "Taxing Authority" means any one of the Taxing Authorities;
- (x) "Tax Claim" means any Claim against the Applicant for any Taxes in respect of any taxation year or period ending on or prior to the applicable Filing Date, and in any case where a taxation year or period commences on or prior to the applicable Filing Date, for any Taxes in respect of or attributable to the portion of the taxation period commencing prior to the Filing Date and up to and including

the Filing Date. For greater certainty, a Tax Claim shall include, without limitation, any and all Claims of any Taxing Authority in respect of transfer pricing adjustments and any Canadian or non-resident Tax related thereto;

- (y) "Voting Claims Bar Date" means 5:00 p.m. (Mountain Time) on April 10, 2015 or such other date as may be ordered by the Court; and
- (z) "Website" shall mean the Proposal Trustee's website located at [www.ey.com/ca/ivanhoe](http://www.ey.com/ca/ivanhoe).

#### **NOTICE OF CLAIMS PROCESS**

- 2. The Proposal Trustee shall cause a Claims Package to be sent to each Known Creditor by regular prepaid mail, fax, courier or email on or before March 10, 2015.
- 3. The Proposal Trustee shall cause the Newspaper Notice to be published in the Calgary Herald, on or prior to March 10, 2015.
- 4. The Proposal Trustee shall cause the Claims Package to be posted on the Website on or before March 10, 2015.
- 5. The Proposal Trustee shall cause a copy of the Claims Package to be sent to any Person requesting such material as soon as practicable.

#### **FILING OF PROOFS OF CLAIM**

- 6. Every Creditor asserting a Claim against Ivanhoe Energy shall set out its aggregate Claim (both the gross and net amounts thereof, as set out in paragraph 28 of this Claims Process) in a written Proof of Claim and deliver that Proof of Claim so that it is received by the Proposal Trustee no later than the Voting Claims Bar Date.

#### **FORM OF PROOFS OF CLAIM**

- 7. Any Claim set out in a Proof of Claim shall be denominated in Canadian dollars, failing which such Claim shall be converted to and shall constitute obligations in Canadian dollars and such calculation will be effected using the noon spot rate of the Bank of Canada as at the Filing Date.
- 8. Any Creditor holding Security shall, in its proof of claim, set out the gross amount of its Claim and also the net amount of its Claim against Ivanhoe Energy. Such Creditor shall set out

the net amount of its Claim, by valuing and deducting from the gross amount of its Claim, the estimated value, as at the applicable Filing Date, of any Security held by it. Any Creditor holding Security must submit with its proof of claim, any and all evidence, including but not limited to appraisal evidence, on which it intends to rely for purposes of its Claim and in support of the net value of its Claim.

## **DETERMINATION OF CLAIMS AND SUBSEQUENT CLAIMS**

### **Review of Proofs of Claim**

9. The Proposal Trustee shall review each Proof of Claim received by the Voting Claims Bar Date, and subject to paragraph 31 shall determine, value and/or disallow the Claim.
10. The Proposal Trustee may attempt to consensually resolve the classification and amount of any Claim with a Creditor prior to determining, valuing and/or disallowing its Claim.
11. If the Proposal Trustee accepts the Claim, then such Claim shall be a Proven Claim.

### **Notices of Determination or Disallowance**

12. The Proposal Trustee will, on or before April 21, 2015, provide to each Creditor filing a Claim, in the manner set out in the Notice to Creditors, a notice in writing indicating whether the Creditor's Claim is allowed, disallowed or revised. Where the Claim is disallowed or revised, the Proposal Trustee will concurrently issue a Notice of Determination or Disallowance indicating the reasons for such disallowance or revision, together with a summary of any evidence considered by the Proposal Trustee in making its determination.

### **Notice of Dispute**

13. Any Creditor who disputes the classification or amount of its Claim as set forth in a Notice of Determination or Disallowance shall serve a Notice of Dispute on the Proposal Trustee by 5:00 p.m. (Mountain Time) on the day which is five (5) Business Days after the date of the Notice of Determination or Disallowance.
14. Any Creditor who fails to deliver a Notice of Dispute by the deadline set forth in paragraph 13 shall be deemed to accept the classification and the amount of its Claim as set out in the Notice of Determination or Disallowance for the purposes of voting on the Applicant's Proposal, and such Claim as set out in the Notice of Determination or Disallowance shall constitute a Proven Claim.

15. Only Creditors who submit Proofs of Claim on or prior to the Voting Claims Bar Date, in accordance with this Claims Process, shall be entitled to vote at any meeting(s) to consider the Applicant's Proposal. All other Creditors shall be barred, subject to leave of the Court, from voting on the Applicant's Proposal.

**Resolution of Claims**

16. Upon receipt of a Notice of Dispute, the Proposal Trustee may (i) attempt to consensually resolve the classification and amount of the Claim with the Creditor, or (ii) bring an application before the Court in these proceedings to determine the classification and/or amount of the Claim.

17. If the Proposal Trustee and the Creditor consensually resolve the classification and amount of the Claim, the Proposal Trustee may accept a revised Claim and such Claim will constitute a Proven Claim.

## **SCHEDULE "B"**

### **INSTRUCTION LETTER FOR THE CLAIMS PROCESS OF IVANHOE ENERGY INC. ON EYI LETTERHEAD**

#### **A. Claims Process**

By order of the Honourable Mr. Justice Jeffrey dated March 6, 2015 (the "Claims Process Order"), which is attached hereto without Schedules (other than Schedule "A"), pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-9, as amended (the "BIA"), Ernst & Young Inc., in its capacity as the Proposal Trustee ("Proposal Trustee") of Ivanhoe Energy Inc., has been authorized to conduct a claims process (the "Claims Process") to determine the value of creditors' claims against Ivanhoe Energy Inc. A complete copy of the Claims Process Order may be found on the Proposal Trustee's website at: [www.ey.com/ca/ivanhoe](http://www.ey.com/ca/ivanhoe).

This letter provides instructions for completing the Proof of Claim. For your information, there is currently no finalized proposal under the BIA or any other contemplated distribution to the creditors of Ivanhoe Energy Inc. Capitalized terms not defined herein shall have the meaning ascribed to them in the Claims Process Order.

The Claims Process is intended for any Person asserting a Claim of any kind or nature whatsoever against Ivanhoe Energy Inc., existing at February 20, 2015.

If you have any questions regarding the Claims Process, please contact the Proposal Trustee at the address provided below.

All enquiries with respect to the Claims Process should be addressed to:

The Proposal Trustee  
Ernst & Young Inc.,  
Attn: Jessica Caden  
Ernst & Young Tower  
1000, 440-2nd Avenue S.W.  
Calgary, Alberta T2P 5E9  
E-mail: [Jessica.caden@ey.ca.com](mailto:Jessica.caden@ey.ca.com)

Telephone: (403) 206-5394  
Fax: (403) 206-5075

#### **B. For Creditors Submitting a Proof of Claim**

To ensure that you can participate in a vote on any Proposal to be submitted by Ivanhoe Energy, you are required to file with the Proposal Trustee a Proof of Claim, in the form attached hereto, so as to be received by 5:00 p.m. (Mountain Time) on April 10, 2015 (the "Voting Claims Bar Date").

Additional Proof of Claim forms can be found on the Proposal Trustee's website at [www.ey.com/ca/ivanhoeenergy](http://www.ey.com/ca/ivanhoeenergy) or may be obtained by contacting the Proposal Trustee at the address indicated above and providing particulars as to your name, address, facsimile number and e-mail address. Once the Proposal Trustee has this information, you will receive, as soon as practicable, additional Proof of Claim forms.

PROOFS OF CLAIM WHICH ARE NOT RECEIVED BY THE VOTING CLAIMS BAR DATE  
DISENTITLE CREDITORS FROM VOTING ON ANY PROPOSAL THAT MAY BE FILED BY  
IVANHOE ENERGY INC.

Yours very truly,

ERNST & YOUNG INC., in its capacity as Proposal  
Trustee of Ivanhoe Energy Inc.

H. Neil Narfason, CA CIRP, CBV  
Senior Vice-President

## SCHEDULE "C"

### PROOF OF CLAIM

#### *Proof of Claim*

*(Sections 50.1, subsections 65.2(4), 81.2(1), 81.3(8), 81.4(8), 102(2), 124(2), 128(1),  
and paragraphs 51(1)(e) and 66.14(b) of the Act)*

#### PLEASE ENSURE BOTH SIDES OF THIS FORM ARE COMPLETED

All notices or correspondence regarding this claim to be forwarded to the following address:

Name \_\_\_\_\_

Address \_\_\_\_\_

City, Province \_\_\_\_\_ Postal Code \_\_\_\_\_ Tel \_\_\_\_\_

In the matter of the bankruptcy (or the proposal, or the receivership) of \_\_\_\_\_, of  
\_\_\_\_\_ and the claim of \_\_\_\_\_,  
creditor.

I, \_\_\_\_\_ (name of creditor or representative of the creditor), of  
\_\_\_\_\_ (city and province), do hereby certify:

1. That I am a creditor of the above-named debtor (or that I am \_\_\_\_\_ (state position or title) of \_\_\_\_\_ (name of creditor or representative of the creditor).
2. That I have knowledge of all the circumstances connected with the claim referred to below.
3. That the debtor was, at the date of the notice of intention was filed, namely the 20th day of February, 2015, and still is, indebted to the creditor in the sum of \$\_\_\_\_\_, as specified in the statement of account (or affidavit) attached and marked "Schedule A", after deducting any counterclaims or set-off rights to which the debtor is entitled. *(The attached statement of account or affidavit must specify the vouchers or other evidence in support of the claim.)*

4. (Check and complete appropriate category.)

☐ A. UNSECURED CLAIM OF \$\_\_\_\_\_

(other than as a customer contemplated by Section 262 of the Act)

That in respect of this debt, I do not hold any assets of the debtor as security and

*(Check appropriate description.)*

☐ Regarding the amount of \$\_\_\_\_\_ I claim a right to a priority under section 136 of the Act.

☐ Regarding the amount of \$\_\_\_\_\_ I do claim a right to a priority.

*(Set out on an attached sheet details to support priority claim.)*

☐ B. CLAIM OF LESSOR DISCLAIMER OF A LEASE \$\_\_\_\_\_

That I hereby make a claim under subsection 65.2(4) of the Act, particulars of which are as follows:

*(Give full particulars of the claim, including the calculations upon which the claim is based.)*

☐ C. SECURED CLAIM OF \$\_\_\_\_\_

That in respect of this debt, I hold assets of the debtor valued at \$\_\_\_\_\_ as security, particulars of which are as follows:

*(Give full particulars of the security, including the date on which the security was given and the value at which you assess the security, and attach a copy of the security documents.)*

☐ D. CLAIM FARMER, FISHERMAN OR AQUACULTURIST OF \$\_\_\_\_\_

That I hereby make a claim under subsection 81.2(1) of the Act for the unpaid amount of \$\_\_\_\_\_

*(Attach a copy of sales agreement and delivery receipts.)*

☐ E. CLAIM BY WAGER EARNER OF \$\_\_\_\_\_

☐ That I hereby make a claim under subsection 81.3(8) of the Act in the amount of \$\_\_\_\_\_

☐ That I hereby make a claim under subsection 81.4(8) of the Act in the amount of \$\_\_\_\_\_

☐ F. CLAIM AGAINST DIRECTOR \$\_\_\_\_\_

*(To be completed when a proposal provides for the compromise of claims against directors.)*

That I hereby make a claim under subsection 50(13) of the Act, particulars of which are as follows:

*(Give full details of the claim, including the calculations upon which the claim is based.)*

☐ G. CLAIM OF A CUSTOMER OF A BANKRUPT SECURITIES FIRM \$\_\_\_\_\_

That I hereby make a claim as a customer for net equity as contemplated by section 262 of the Act, particulars of which are as follows:

*(Give full details of the claim, including the calculations upon which the claim is based.)*

5. That to the best of my knowledge, I am (or the above-named creditor is) (or am not or is not) related to the debtor within the meaning of section 4 of the Act, and have (or has) (or have not or has not) dealt with the debtor in a non-arm's-length manner.

6. That the following are the payments that I have received from, the credits that I have allowed to, and the transfers at undervalue within the meaning of subsection 2(1) of the Act that I have been privy to or a party to with the debtor within the three months (or, if the creditor and the debtor are related within the meaning of section 4 of the Act or were

not dealing with each other at arm's length, within the 12 months) immediately before the date of the initial bankruptcy event within the meaning of subsection 2(1) of the Act.  
(Provide details of payments, credits and transfers at undervalue.)

*(Applicable only in the case of the bankruptcy of an individual.)*

☐ I request that a copy of the report filed by the trustee regarding the bankrupt's application for discharge pursuant to subsection 170(1) of the Act be sent to the above address.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Creditor  
Phone Number:  
Fax Number:  
Email Address:

NOTE: If an affidavit is attached, it must have been sworn to before a person qualified to take affidavits.

WARNINGS: A trustee may, pursuant to subsection 128(3) of the Act, redeem a security on payment to the secured creditor of the debt or the value of the security as assessed, in a proof of security, by the secured creditor.

Subsection 201(1) of the Act provides severe penalties for making any false claim, proof, declaration or statement of account.

NOTE: If a copy of this form is sent electronically by means such as email, the name and contact information of the sender, prescribed in Form 1.1 must be added at the end of the document.

IN THE MATTER OF THE PROPOSAL  
OF IVANHOE ENERGY INC.

ADDENDUM TO PROOF OF CLAIM

☐ H. SECURITY (AS DEFINED IN THE CLAIMS PROCESS)

That in respect of this debt, I hold Security (as defined in the Claims Process) valued at , the particulars of which are as follows:

*(Give full particulars of the Security, including the date on which the Security was given and the value at which you assess the Security, and attach a copy of the Security documents and any appraisal or valuation evidence upon which you will rely.)*

Dated at \_\_\_\_\_ this      day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Creditor  
Phone Number:  
Fax Number:  
Email Address:

**IN THE MATTER OF THE PROPOSAL  
OF IVANHOE ENERGY INC.**

Name of Debtor: Ivanhoe Energy Inc.  
Name of Claimant: \_\_\_\_\_  
Reference #: \_\_\_\_\_

| Proof of Claim as Submitted | Revised Claim as Accepted | Secured (\$CDN) | Unsecured (\$CDN) |
|-----------------------------|---------------------------|-----------------|-------------------|
| \$                          | \$                        | \$              | \$                |

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2. If you do not deliver a Notice of Dispute in the time specified, the value and classification of your Claim shall be deemed to be as set out in this Notice of Determination or Disallowance.

**Address for Service of Notices of Dispute:**

The Proposal Trustee  
Ernst & Young Inc.,

Attn: Jessica Caden  
Ernst & Young Tower  
1000, 440-2nd Avenue S.W.  
Calgary, Alberta T2P 5E9  
E-mail: [Jessica.caden@ey.ca.com](mailto:Jessica.caden@ey.ca.com)

Telephone: (403) 206-5394  
Fax: (403) 206-5075

IF YOU FAIL TO TAKE ACTION WITHIN THE PRESCRIBED TIME PERIOD, THIS NOTICE OF REVISION OR DISALLOWANCE WILL BE BINDING UPON YOU.

Dated at Calgary, Alberta, this     day of     , 2015.

ERNST & YOUNG INC.

In its capacity as Proposal Trustee of  
Ivanhoe Energy Inc.

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Per: Name:  
Title:

**SCHEDULE "E"**

**IN THE MATTER OF THE PROPOSAL  
OF IVANHOE ENERGY INC.**

**NOTICE OF DISPUTE**

Pursuant to the Order of the Honourable Mr. Justice Jeffrey dated March 6, 2015, we hereby give you notice of our intention to dispute the Notice of Determination or Disallowance bearing Reference # \_\_\_\_\_ and dated \_\_\_\_\_, issued by Ernst & Young Inc. in its capacity as Proposal Trustee of Ivanhoe Energy Inc.

Name of Creditor: \_\_\_\_\_

| Reviewed Claim as Accepted | Reviewed Claim as Disputed | Secured | Unsecured |
|----------------------------|----------------------------|---------|-----------|
|                            |                            |         |           |

Reason for Dispute (attach additional sheet and copies of all supporting documentation if necessary):

|  |
|--|
|  |
|--|

Signature of Individual or Representative of Corporate Creditor: \_\_\_\_\_

Date: \_\_\_\_\_

(Please print name): \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Facsimile Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Full Mailing Address: \_\_\_\_\_

THIS FORM AND SUPPORTING DOCUMENTATION TO BE RETURNED BY REGISTERED MAIL, PERSONAL SERVICE, E-MAIL (IN PDF FORMAT), FACSIMILE OR COURIER TO THE ADDRESS INDICATED HEREIN AND TO BE RECEIVED BY 5:00 P.M. (MOUNTAIN TIME) ON THE DAY WHICH IS FIVE (5) BUSINESS DAYS AFTER THE DATE OF THE NOTICE OF DETERMINATION OR DISALLOWANCE.

Address for Service of Notices of Dispute:

The Proposal Trustee  
Ernst & Young Inc.,

Attn: Jessica Caden  
Ernst & Young Tower  
1000, 440-2nd Avenue S.W.  
Calgary, Alberta T2P 5E9  
E-mail: [Jessica.caden@ey.ca.com](mailto:Jessica.caden@ey.ca.com)

Telephone: (403) 206-5394  
Fax: (403) 206-5075

**SCHEDULE "F"**

**NOTICE TO CREDITORS OF IVANHOE ENERGY INC.**

Re: NOTICE OF CALL FOR CLAIMS AND CLAIMS BAR DATE FOR IVANHOE ENERGY INC.

NOTICE IS HEREBY GIVEN THAT pursuant to an order of the Court of Queen's Bench of Alberta (the "Court") granted March 6, 2015 (the "Claims Process Order"), the Court has ordered that Claims Packages (as defined in the Claims Process Order) be sent to various known creditors of Ivanhoe Energy Inc., as specified in the Claims Process Order. A copy of the Claims Process Order and the Claims Package can be obtained from the website of the Proposal Trustee, Ernst & Young Inc., at [www.ey.com/ca/ivanhoeenergy](http://www.ey.com/ca/ivanhoeenergy).

Any person who believes that they have a claim against Ivanhoe Energy Inc., whether liquidated, contingent or otherwise, must submit a Proof of Claim to the Proposal Trustee to be received by 5:00 p.m. (Mountain Time) on April 10, 2015 (the "Voting Claims Bar Date").

CREDITORS HOLDING CLAIMS WHICH ARE NOT RECEIVED BY THE VOTING CLAIMS BAR DATE WILL BE BARRED, ESTOPPED, AND ENJOINED FROM VOTING ON ANY PROPOSAL OF IVANHOE ENERGY INC., WITHOUT LEAVE OF THE COURT, AND SHALL NOT BE ENTITLED TO RECEIVE FURTHER NOTICE OF THESE PROCEEDINGS.

Creditors of Ivanhoe Energy Inc. who have not received a Claims Package from the Proposal Trustee may obtain a copy from the website of the Proposal Trustee at [www.ey.com/ca/ivanhoeenergy](http://www.ey.com/ca/ivanhoeenergy) or by contacting the Proposal Trustee by telephone at: (403) 206-5394; or by fax: (403) 206-5075.

DATED this \_\_ day of March, 2015.