

Procedures for the Sale and Investment Solicitation Process

1. On December 8, 2023, FTI Consulting Canada Inc. was appointed as Receiver (in such capacity, the “**Receiver**”) pursuant to an order of the Court of King’s Bench of Alberta (the “**Court**”), as amended by an order of the Court granted on December 22, 2023 and as may be further amended, supplemented or otherwise modified or restated by the Court from time to time (the “**Receivership Order**”) of all assets, undertakings and properties of Wolverine Energy and Infrastructure Inc., Wolverine Equipment Inc., Wolverine Construction Inc., HD Energy Rentals Ltd., BHW Employment Services Inc., Flo-Back Equipment Inc., Liberty Energy Services Ltd., and Western Canadian Mulching Ltd. (collectively, the “**Company**”).
2. The Receiver is proposing to run a sale and investment solicitation process for certain assets of the Company (the “**SISP**”) in accordance with the terms hereof. The Receiver reserves its right to have the terms of the SISP approved by the Court by further order that, among other things, will authorize the Receiver to implement the terms of the SISP.
3. Set forth below are the procedures (the “**SISP Procedures**”) to be followed with respect to the SISP to be undertaken to seek a Successful Bid (as defined below), and if there is a Successful Bid, to complete the transaction(s) contemplated by the Successful Bid. The SISP Procedures will be posted to both the Receiver’s website and the Data Room.

Defined Terms

4. All capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Receivership Order. In addition, capitalized terms used but not otherwise defined in these SISP Procedures shall have the following meanings:

“**Business**” means the business carried on by the Company;

“**Business Day**” means a day, other than a Saturday or Sunday, on which banks are open for business in the City of Calgary;

“**Lenders**” means the secured lenders, (i) Canadian Western Bank; and (ii) Fiera Private Debt Fund V LP, and Fiera Private Debt Fund VI LP, who are owed approximately \$71.3 million plus accruing interest by the Company as at the date of the Receivership Order; and

“**Property**” means the undertakings, property and assets of the Company or any portion thereof.

Solicitation Process and Timeline

5. The SISP is intended to solicit interest in, and opportunities for: (i) a sale, or partial sale, of all, substantially all, or certain amounts, of the Property or Business, whether through an asset purchase or share purchase, or a combination thereof; or (ii) for a restructuring, recapitalization, reorganization or refinancing of the Company or its Business, or a combination thereof.

6. The SISP Procedures set forth herein describe the manner in which prospective bidders may gain access to or continue to have access to due diligence materials concerning the Company, its Business and its Property, the manner in which a bid becomes a Qualified Phase I Bid or a Qualified Phase II Bid (each as defined below), the receipt and negotiation of bids received, the ultimate selection of a Successful Bid, if any, and the approval thereof by the Court.

7. The Receiver shall implement these SISP Procedures. In the event that there is disagreement as to the interpretation or application of these SISP Procedures, the Court will have jurisdiction to hear and resolve any such dispute.

8. The following table sets out the key milestones under this SISP, subject to extension by the Receiver pursuant to and in accordance with these SISP Procedures:

Milestone	Deadline
Deadline to submit a Phase I Bid	February 7, 2024
Deadline to submit Phase II Bid	March 7, 2024

Solicitation of Interest

9. The Receiver shall cause a notice of the SISP to be published in the:

- (a) Insolvency Insider;
- (b) BOE Report;
- (c) Daily Oil Bulletin;
- (d) Calgary Herald; and
- (e) Edmonton Journal.

10. The Receiver will also issue a press release setting out relevant information from such notice with Canada Newswire designating dissemination in Canada and major financial centres in the United States.

11. A non-confidential teaser letter prepared by the Receiver (the “**Teaser**”) describing the opportunity to acquire some, all or substantially all of the Business or Property will be made available to prospective purchasers and prospective strategic or financial investors and will be posted on the Receiver’s website as soon as practicable following the commencement of the SISP.

12. In order to participate in the SISP, each person (a “**Potential Bidder**”) must deliver to the Receiver at the addresses specified in **Exhibit “A”** (including by email) hereto an executed confidentiality agreement, in form and substance satisfactory to the Receiver, following which the Potential Bidder shall receive access to the electronic data room containing confidential information concerning the Business and Property (the “**Data Room**”). For greater certainty, no Potential Bidder shall receive Data Room access or any confidential information relating to the

Business or the Property unless and until such an executed confidentiality agreement is delivered to the Receiver.

Phase I

13. All Potential Bidders that are parties to a confidentiality agreement with the Receiver in accordance with these SISP Procedures shall be deemed to be a qualified Phase I bidder (a “**Qualified Phase I Bidder**”) and will be promptly notified of such classification by the Receiver.

14. As noted, each Qualified Phase I Bidder shall be provided with access to the Data Room and, if requested by the Qualified Phase I Bidder and deemed appropriate by the Receiver, a management presentation, together with such further information as the Receiver may deem appropriate. The Receiver makes no representation or warranty as to the accuracy or completeness of any information furnished pursuant to these SISP Procedures including, without limitation, the information contained in the Teaser or in the Data Room.

15. If it wishes to submit a bid, a Qualified Phase I Bidder must deliver written copies of a non-binding letter of intent (a “**Phase I Bid**”) to the Receiver to each of the addresses specified in **Exhibit “A”** hereto by no later than 12:00 p.m. (Mountain Time) on February 7, 2024, or such other date or time as may be agreed by the Receiver, acting in its sole discretion (the “**Phase I Bid Deadline**”).

16. A Phase I Bid will be deemed to be a “**Qualified Phase I Bid**” only if the Phase I Bid complies with all of the following:

- (a) it includes a term sheet describing the terms and conditions of the proposed transaction, including identification of: (i) the Business or Property proposed to be acquired; (ii) the liabilities of the Company proposed to be assumed; (iii) the purchase price for the Business or Property proposed to be acquired expressed in Canadian dollars (the “**Purchase Price**”); (iv) the effective date of the proposed transaction; and (v) the structure and financing of the proposed transaction;
- (b) it is not subject to a financing condition and it includes written evidence of the financial ability to consummate the proposed transaction that will allow the Receiver to make a reasonable determination as to the Qualified Phase I Bidder’s financial and other capabilities to consummate the transaction contemplated by its Phase I Bid;
- (c) it contains a description of the conditions precedent and approvals required for a final and binding offer, including, without limitation, any anticipated corporate, security holder, internal or regulatory approvals required to close the transaction, an estimate of the anticipated time frame and any anticipated impediments for obtaining such approvals;

- (d) it contains an outline of any additional due diligence required to be conducted by the Qualified Phase I Bidder in order to submit a final and binding offer;
- (e) it fully discloses the identity of each person (including any person that controls such person) that will be directly or indirectly sponsoring or participating in the bid and the complete terms of any such participation;
- (f) it does not include any request for or entitlement to any break or termination fee, expense reimbursement or similar type of payment;
- (g) it contains such other information as may reasonably be requested by the Receiver; and
- (h) it is received by the Phase I Bid Deadline.

17. The Receiver, in consultation with the Lenders, will assess the Phase I Bids received by the Phase I Bid Deadline and determine which of such bids constitute Qualified Phase I Bids. The Receiver may, in its sole discretion, waive compliance with any one or more of the requirements specified herein and deem such non-compliant bids to be Qualified Phase I Bids.

18. The Receiver may, in consultation with the Lenders, reject any Phase I Bid if it determines that such bid does not constitute a Qualified Phase I Bid, is otherwise inadequate or insufficient, or is otherwise contrary to the best interests of the estates of the Company, or any of its creditors or other stakeholders.

19. To the extent that a Phase I Bid is so determined by the Receiver to be a Qualified Phase I Bid, the corresponding Qualified Phase I Bidder (any such bidder, a “**Phase II Bidder**”) shall be permitted to proceed to Phase II of the SISP. The Receiver shall notify each Qualified Phase I Bidder as to whether or not such person has been determined to be a Phase II Bidder.

Phase II

20. The Receiver shall allow each Phase II Bidder such further access to confirmatory due diligence materials as the Receiver deems appropriate in its reasonable business judgement and subject to competitive and other business considerations.

21. Phase II of the SISP will be limited to those persons that were identified by the Receiver as a Phase II Bidder. No person shall be permitted to participate in Phase II of the SISP without having participated in Phase I of the SISP and who were designated as a Phase II Bidder in accordance herewith.

22. A Phase II Bidder that wishes to make a formal offer to purchase the Business or Property shall submit a binding offer (a “**Phase II Bid**”) and a copy of the purchase and sale agreement that they are prepared to sign (“**Definitive Agreement**”) to the Receiver at the addresses specified in **Exhibit “A”** hereto so as to be received by each of them no later than 12:00 p.m. (Mountain Time) on March 7, 2024 or such other date or time as may be agreed to by the Receiver, acting in its sole discretion (the “**Phase II Bid Deadline**”). Such Phase II Bid shall be a

“**Qualified Phase II Bid**” and such Phase II Bidder shall be a “**Qualified Phase II Bidder**” only if its Phase II Bid complies with all of the following:

- (a) it complies with all of the requirements in respect of Qualified Phase I Bids, other than the requirements set out in Paragraphs 16(c), 16(d) and 16(h);
- (b) it clearly identifies the form of consideration being proposed to satisfy the Purchase Price and estimated value of the consideration in Canadian dollars. The Receiver’s preference is for cash consideration, provided that the Receiver will consider securities or other forms of consideration;
- (c) it includes a letter stating that its Phase II Bid is irrevocable until the earlier of: (i) the approval of a Successful Bid (as defined herein) by the Court in accordance with these SISP Procedures; and (ii) thirty (30) calendar days following the Phase II Bid Deadline, provided that if such Qualified Phase II Bidder is selected as the Successful Bidder, its offer shall remain irrevocable until the closing of the transaction with the Successful Bidder;
- (d) it includes written evidence of a firm irrevocable commitment for all required financing, or other evidence of the financial ability of such Qualified Phase II Bidder (including, for greater certainty, such Qualified Phase II Bidder’s designated purchaser(s), if any) to consummate the proposed transaction, that will allow the Receiver to make a reasonable determination as to the Qualified Phase II Bidder’s financial and other capabilities to consummate the transaction contemplated by its bid;
- (e) it is not conditioned on: (i) the outcome of unperformed due diligence; and/or (ii) obtaining financing;
- (f) it includes an acknowledgement and representation that the Qualified Phase II Bidder: (i) has relied solely upon its own independent review, investigation and/or inspection of any documents, information and/or the Business or Property to be acquired and liabilities to be assumed in making its bid; (ii) did not rely upon any written or oral statements, representations, promises, warranties or guaranties whatsoever, whether express or implied (by operation of law or otherwise), regarding the Business or Property to be acquired or liabilities to be assumed or the completeness of any information provided in connection therewith, except as expressly provided in a Definitive Agreement; and (iii) the transaction will be completed on an “as is, where is” basis;
- (g) it includes evidence, in form and substance reasonably satisfactory to the Receiver, of authorization and approval from the Qualified Phase II Bidder’s board of directors (or comparable governing body) with respect to the submission, execution, delivery and closing of the transaction contemplated by the Phase II Bid, and identifies any anticipated shareholder, regulatory or other approvals outstanding, and the anticipated time frame and any anticipated impediments for obtaining such approvals;



- (h) it is accompanied by a refundable deposit (a “**Deposit**”) in the form of a wire transfer (to a bank account specified by the Receiver), or such other form acceptable to the Receiver, payable to the order of the Receiver, in trust, in an amount equal to ten percent (10%) of that total consideration set out in its Phase II Bid;
- (i) the Phase II Bid includes an executed Definitive Agreement, including all exhibits and schedules contemplated thereby (other than exhibits and schedules that by their nature must be prepared by the Receiver), together with a blackline against the draft form of Definitive Agreement which will be prepared by the Receiver and posted in the Data Room;
- (j) it does not include any request for or entitlement to any break or termination fee, expense reimbursement or similar type of payment; and
- (k) it contains such other information as may reasonably be requested by the Receiver.

23. The Receiver, in consultation with the Lenders, will assess the Phase II Bids received by the Phase II Bid Deadline and determine which of such bids constitute Qualified Phase II Bids. The Receiver may, in its sole discretion, waive compliance with any one or more of the requirements specified herein and deem such non-compliant bids to be Qualified Phase II Bids. The Receiver may, where it considers appropriate, continue negotiations with one or more Qualified Phase II Bidders to agree on terms of the Successful Bid.

24. The Receiver may, in consultation with the Lenders, reject any Phase II Bid if it determines that such bid does not constitute a Qualified Phase II Bid, is otherwise inadequate or insufficient, or is otherwise contrary to the best interests of the estates of the Company, or any of its creditors or other stakeholders.

25. The Receiver, in consultation with the Lenders, shall select the winning bid or bids (collectively, the “**Successful Bid**”, and the corresponding bidder(s), collectively, the “**Successful Bidder**”).

26. The Receiver will notify Qualified Phase II Bidders if not selected as the Successful Bidder.

Court Approval

27. The Receiver shall apply to the Court (the “**Approval Application**”) for an order approving the Successful Bid and authorizing the Receiver to enter into any and all necessary agreements with respect to the Successful Bid, as well as an order vesting title to the Business or Property in the name of the Successful Bidder.

28. The Approval Application will be held on a date to be scheduled by the Court upon application by the Receiver. The Approval Application may be adjourned or rescheduled by the Receiver, in its sole discretion, without further notice.

29. All Qualified Phase II Bids (other than a Successful Bid) shall be deemed rejected on and as of the date of approval of the Successful Bid by the Court.

Deposits

30. All Deposits shall be retained by the Receiver and deposited in a trust account. If there is a Successful Bid, the Deposit paid by the Successful Bidder whose bid is approved by the Approval Application shall be applied to the Purchase Price to be paid or investment amount to be made by the Successful Bidder upon closing of the approved transaction and will be non-refundable. The Deposits of Phase II Bidders not selected as the Successful Bidder shall be returned to such bidders within five (5) Business Days of the date upon which the Successful Bid is approved by the Court. If there is no Successful Bid, then all Deposits shall be returned to the Phase II bidders within five (5) Business Days of the date upon which the SISP is terminated in accordance with these SISP Procedures.

No Amendment

31. There shall be no amendments to the SISP Procedures, including for greater certainty, the process and procedures set out herein, without the written consent of the Receiver.

“As Is, Where Is”

32. Any sale of the Business or Property will be on an “as is, where is” basis and without surviving representations or warranties of any kind, nature, or description by the Receiver or any of their respective affiliates, advisors, agents or representatives, except to the extent otherwise provided under a Definitive Agreement with a Successful Bidder executed and delivered by the Receiver. The Receiver nor any of its respective affiliates, advisors, agents or representatives make any representation or warranty as to the accuracy or completeness of any information furnished pursuant to these SISP Procedures, including, without limitation, information contained in the Teaser or in the Data Room, except to the extent otherwise provided under a Definitive Agreement with a Successful Bidder executed and delivered by the Receiver.

Free Of Any and All Claims and Interests

33. In the event of a sale of the Business or the Property, to the extent permitted by law and the Court, all of the rights, title and interests of the Company in and to the Business or the Property to be acquired will be sold free and clear of all pledges, liens, security interests, encumbrances, claims, charges, options and interests on or against the Property (collectively, the “**Claims and Interests**”). Such Claims and Interests shall attach only to the net proceeds of the sale of such Property (without prejudice to any claims or causes of action regarding the priority, validity or enforceability thereof), except to the extent otherwise set forth in a Definitive Agreement with a Successful Bidder and as permitted by applicable law.

No Obligation to Conclude a Transaction

34. The Receiver has no obligation to agree to conclude a sale or investment arising out of this SISP, and it reserves the right and unfettered discretion to reject any offer or other proposal made in connection with this SISP. In addition, at any time during this SISP, the Receiver may

determine to terminate these SISP Procedures, and shall provide notice of such a decision to all Qualified Phase I Bidders or Qualified Phase II Bidders, as applicable.

Further Orders

35. At any time during this SISP, the Receiver may apply to the Court for advice and directions with respect to the discharge of their powers and duties hereunder.

Exhibit "A"

Contact information for the Receiver is as follows:

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