

IN THE COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE OF CALGARY

IN THE MATTER OF THE *COMPANIES' CREDITORS*
ARRANGEMENT ACT, R.S.C. 1985, c. C-36, as amended

**AND IN THE MATTER OF
DARIAN RESOURCES LTD.;**

**AND IN THE MATTER OF
BOWVIEW PETROLEUM INC.**

BEFORE THE HONOURABLE)	AT THE CALGARY COURT CENTRE,
)	
MADAM JUSTICE B.E.C. ROMAINE)	IN THE CITY OF CALGARY, IN THE
)	
IN CHAMBERS)	PROVINCE OF ALBERTA, ON
)	TUESDAY
)	
)	THE 23 DAY OF FEBRUARY, 2010

CONSENT ORDER

(Re: Revised Account Agreement and New Account)

UPON the application of Darian Resources Ltd. ("Darian") and Bowview Petroleum Inc. ("Bowview") (the "Applicants"), AND UPON having regard to the Initial Order dated February 12, 2010, the Order (Re: Advice and Directions) dated February 19, 2010 and entered on February 22, 2010 which, *inter alia*, approved the form of Account Agreement (as defined therein) (the "ATB Order"), and the Order granted by this Court on February 19, 2010 extending the Stay Period (as defined in the Initial Order) and granting additional relief to the Applicants including authorizing the New Account (as defined therein) to be opened (the "February 19 Order"); AND UPON noting the consent of counsel for Alberta Treasury Branches ("ATB"), counsel for SJ Capital Corp., S.P.L.H. Investments Ltd., Julmar Holdings Ltd. and Shawana Estates Ltd (collectively, "SFG"), and counsel for the Court appointed Monitor of the Applicants, Hardie & Kelly Inc.;

I hereby certify this to be a true copy of the original copy of this order of the Court.
Dated this 23rd day of February 2010
[Signature]

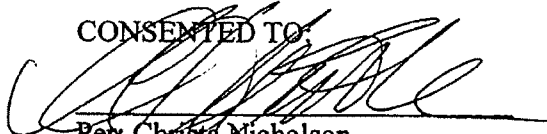
IS HEREBY ORDERED AND DECLARED THAT:

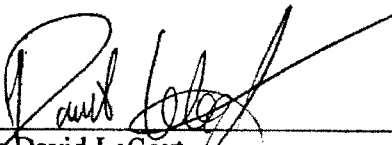
1. The Applicants are authorized and entitled to also use the New Account for all their post-filing operational purposes, including (without limitation) the deposit of all receivables owing to the Applicants, making payments authorized by the Initial Order and any other payments which may be authorized by an Order of the Court, provided that nothing in this Order will detract from the obligation of the Applicants to hold the proceeds of the sale of the Scollard Shares (as defined in the February 19 Order) in the New Account and not to use such proceeds without further Order of the Court.
2. To reflect Paragraphs 1, 3 and 4 hereof, a revised Account Agreement in the form attached hereto as Schedule "A" (the "Revised Account Agreement") is hereby approved and it, not the Account Agreement, shall govern the New Account and the ATB Order is hereby varied accordingly.
3. All funds held in accounts operated by the Applicants with ATB as at the date of the Initial Order (the "Frozen Accounts") will be transferred by ATB into the New Account, and will be subject to the terms and provisions of the Revised Account Agreement and the provisions of the this Order.
4. ATB is authorized to transfer to the New Account all deposits and payments, free of set-off, which may be made to, or received in the Frozen Accounts after the date of the Initial Order, which it shall do on a weekly basis. Thirty days after the date of this Order, ATB is at liberty to close the Frozen Accounts.
5. Paragraph 3 of the ATB Order shall also apply in respect of the Revised Account Agreement.
6. The funds in the New Account shall not be applied or credited to the indebtedness owing to ATB and any payout statement provided by ATB respecting its indebtedness shall not take into account such funds.

7. This Order may be consented to by electronically or fascimile.

"B. Romaine"
J.C.Q.B.A.

CONSENTED TO:


Per: Christa Nicholson
Osler, Hoskin & Harcourt LLP
Counsel for Alberta Treasury Branches


Per: David LeGeyt
Fraser Milner Casgrain LLP
Counsel for SFG

Per: Chris Simard
Bennett Jones LLP
Counsel for the Monitor, Hardie & Kelly Inc.

ENTERED this 23 day of
February, 2010.

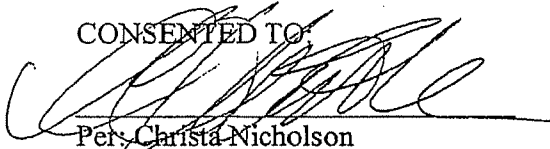
K. MCAUSLAND
Clerk of the Court



7. This Order may be consented to by electronically or facsimile.

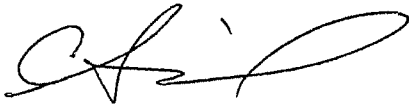
J.C.Q.B.A.

CONSENTED TO:



Per: Christa Nicholson
Osler, Hoskin & Harcourt LLP
Counsel for Alberta Treasury Branches

Per: David LeGeyt
Fraser Milner Casgrain LLP
Counsel for SFG



Per: Chris Simard
Bennett Jones LLP
Counsel for the Monitor, Hardie & Kelly Inc.

ENTERED this ___ day of
February, 2010.

Clerk of the Court

SCHEDULE "A"

BUSINESS CORPORATION AGREEMENT

TO: ALBERTA TREASURY BRANCHES

239, 8 Avenue SW CALGARY AB T2P 1 B9 (Branch Domicile)

WHEREAS reference is made to the order of the Honourable Madam Justice B.E.C. Romaine of the Court of Queen's Bench of Alberta (the "Court") dated February 12, 2010, in action number 1001-02216 pursuant to proceedings under the Companies' Creditors Arrangement Act (the "Initial Order"), the Order (Re: Advice and Directions) granted February 19, 2010 and entered February 22, 2010 (the "ATB Order"), the Order granted by the Court on February 19, 2010 extending the Stay Period (as defined in the Initial Order) and granting additional relief to certain entities, including the Corporation (as hereinafter defined) (the "February 19 Order") (the Initial Order, the ATB Order and the February 19 Order are hereinafter collectively referred to as the "Orders").

AND WHEREAS the Corporation (as defined below) and ATB (as defined below) wish to evidence the terms of their agreement to operate the New Account (as defined in the February 19 Order) into which the MCC Funds (as defined in the Initial Order), the Frozen Accounts (as defined in the Consent Order) and the proceeds of the sale of the Scollard Shares (as defined in the February 19 Order) and other operating revenues and funds are to be deposited.

THE FOLLOWING RESOLUTION CONTAINS REPRESENTATIONS AND AGREEMENTS ON THE PART OF THE CORPORATION WHICH MAY BE ACTED AND RELIED UPON BY ALBERTA TREASURY BRANCHES UNTIL WRITTEN NOTICE REPEALING THIS RESOLUTION IS RECEIVED BY THE BRANCH AT WHICH THE CORPORATION MAINTAINS AN ACCOUNT.

RESOLUTION OF THE BOARD OF DIRECTORS OF DARIAN RESOURCES LTD. (THE "CORPORATION")

RESOLVED:

1. That the Corporation open and operate (or continue to operate if already open) one or more accounts with Alberta Treasury Branches ("ATB") (whether in the name of the Corporation or in any other name under which the Corporation carries on business and which name ATB shall have been advised of in writing by any signing officer of the Corporation), and that ATB's form of Agreement relating to the operation of such account be entered into by the Corporation. If any account is operated by the Corporation under a name other than that of the Corporation, then any reference to the "Corporation" in this Resolution shall include the name under which the account is operated where the interpretation so requires.
2. That the Corporation do borrow money from ATB in such amount or amounts and upon such terms as the Directors may from time to time think fit, by way of overdrafts, discounts, loans, advances, line of credit or otherwise howsoever.
3. That any (1) of: _____ is hereby designated "signing officer(s)" of the Corporation and is hereby authorized and empowered for and on behalf of the Corporation:
 - (a) To execute any documents relating to operation of the account as may be required by ATB;
 - (b) To make, sign, draw, accept, negotiate, endorse, execute and deliver all or any cheques, promissory notes, drafts, acceptances, bills of exchange, orders for the payment of money; and generally all instruments and documents, whether negotiable or not, for the purpose of binding or obligating the Corporation to ATB or as required by ATB or as may relate in any way in connection with the account or any borrowings or advances by way of overdraft or otherwise;

- (c) To apply to ATB for loans to the Corporation and arrange with ATB the amount, terms and conditions of such loans and the security or securities to be given to ATB;
 - (d) As security for any money borrowed from ATB:
 - (i) To execute promissory notes and other negotiable instruments or evidences of debt for such loans and renewals of all such promissory notes and other negotiable instruments or evidences of debt; and
 - (ii) To give or furnish to ATB all such securities and promises as ATB may require to secure the repayment of such loans and interest thereon, and execute all security agreements, mortgages, hypothecations, debentures, charges, pledges, conveyances, assignments and transfers to or in favour of ATB of all or any property, real or personal, moveable or immoveable, owned by the Corporation or in which the Corporation may have any interest, and any other documents or contracts necessary to give or furnish to ATB the security or securities required by it.
4. That any one of the signing officers or _____ is hereby authorized for and on behalf of the Corporation:
- (a) To negotiate with, deposit with, or transfer to ATB (but for credit of the Corporation's account only) all or any cheques, promissory notes, bills of exchange, orders for the payment of money, drafts and other paper, negotiable or otherwise, purporting to be signed or endorsed on behalf of the Corporation by them or any of them or having the name of the Corporation impressed thereon by rubber stamp or otherwise; and
 - (b) To arrange, settle, balance and certify all books and accounts between the Corporation and ATB and to receive all paid orders and vouchers and to sign and deliver to ATB the ATBs' form of settlement of balances and release.
5. That all agreements, securities, documents and instruments purporting to be signed, made, drawn, accepted or executed or endorsed as hereinbefore provided shall be valid and binding upon the Corporation.
6. That the operation of each account which the Corporation presently or hereafter has with ATB shall be subject to the following terms and conditions, which terms and conditions in a copy of this resolution certified by an officer or director of the Corporation shall constitute a duly executed agreement between the Corporation and ATB to which the Corporation agrees and is bound. In this clause 6, the word "account" shall mean and include any account or deposit presently or hereafter maintained by the Corporation with ATB.
- (a) **Conditions of Operation**

The Corporation shall be bound by the conditions of operation for the account, as amended by ATB from time to time, and agrees to pay such fees and charges in connection with operation of the account as may be established by ATB from time to time, without notice to the Corporation.
 - (b) **Deposit Agreement**

Any monies in the account, or in any other account operated by ATB at any branch for the Corporation, may be used for the purpose of making payment of any liability incurred by the Corporation under any agreement with ATB in regard to operation of the account.
 - (c) **Waiver of Presentment, Protest, etc.**

The Corporation waives presentment, notice of dishonour, protest and notice of protest of all bills of exchange, promissory notes, cheques and other instruments and orders for the payment of money drawn, made, accepted or endorsed by the Corporation, now or hereafter delivered to ATB

for any purpose whatsoever and the Corporation shall be and remain liable to ATB in respect thereof as if presentment, notice of dishonour and protest had been duly done or given.

(d) **Use of Agents**

ATB is authorized to present for payment or acceptance or to collect any of the instruments set out in this clause 6 through such bank or other agent as ATB may deem best, at the sole risk and expense of the Corporation, and ATB may accept bank drafts, cheques, settlement vouchers, clearing house slips or other evidences of payment in settlement of the instruments or in remittance therefor; and ATB shall not be liable to the Corporation by reason of any act or omission of any such bank or other agent or by reason of loss, destruction or delayed delivery of any such instruments while in transit to or from such bank or other agent or while in its possession.

(e) **Payment of Liabilities**

The Corporation agrees to pay to ATB, forthwith upon demand, any overdraft, indebtedness or liability in its favour in connection with or arising out of operation of the account together with interest on any overdraft from the date or dates such overdraft arises, at the rate established from time to time by ATB for overdrafts permitted or granted by ATB, until paid, both before and after judgement, together with all costs, charges, expenses and agents and solicitors fees (including costs as between a solicitor and his own client on a full indemnity basis) incurred by ATB by reason of the default of the Corporation under any agreement governing operation of the account, as well as interest thereon as aforesaid.

(f) **Charges to Account**

ATB is authorized to debit the account with any of the instruments, or any of the evidences of payment referred to in this clause 6, which are not paid on presentation or which if paid ATB may be called upon to refund, or which may be dishonoured by non-acceptance or non-payment, or which, or the proceeds of which, for any reason ATB is unable to collect or withdraw together with all costs, charges and expenses incurred by ATB in connection therewith and/or to debit the account with any orders drawn on the branch of ATB in which the account is being carried and which have been cashed, negotiated or credited to the account but which have not been found good.

ATB is requested and authorized to forward any and all instruments referred to in this paragraph 6(f) by ordinary mail to the Corporation and in consideration therefor, should any such item be lost, stolen or destroyed, the corporation hereby agrees to hold ATB free from any liability and to indemnify and save harmless ATB from any loss, claim or demand made upon ATB and to accept ATB's records as conclusive proof of the correctness and authenticity of the item so mailed.

(g) **Verification of Deposit Account**

The Corporation authorizes ATB to mail, at the Corporation's risk, any statement of the account together with the relative orders for the payment of monies and vouchers to the Corporation. The Corporation hereby agrees with ATB in respect of each account with the Corporation now or hereafter kept by ATB at any of its branches or agencies to verify the correctness of each statement of account, and the Corporation further agrees that within 30 days of the date of mailing to the Corporation (or each pick up) of a statement of account to notify ATB in writing at the branch or agency where the account is kept of any alleged omissions from or debits wrongly made to or inaccurate entries in each statement of account received. In the event that the Corporation does not notify ATB in writing within the 30 days of any alleged omissions from or debits wrongfully made to or inaccurate entries in the account, the Corporation agrees that it shall be conclusive evidence without any further proof (except as to any alleged errors so notified) that the statement of account contains all credits that should be contained therein and no debits that should not be contained therein and all the entries therein are correct and ATB shall be free from all

claims, manner of actions, causes of actions or demands ("Claims") the Corporation may hereafter have against ATB, its officers, directors, employees and agents in respect of the statement of account for any reason whatsoever, including without limitation, Claims under the Bills of Exchange Act, RSC 1985, ch.B-4, Claims for breach of contract, Claims arising from or on account of the negligent acts or omissions by the Corporation's agent or by ATB, its officers, directors, employees or agents, or Claims arising from or on account of any alleged conversion or breach of trust by the Corporation's agent or by ATB, its officers, directors, employees or agents.

(h) **Trust Accounts**

Notwithstanding anything to the contrary contained in this agreement, any account operated by ATB for the Corporation and designated as a trust account shall be subject to but not debited with any costs, charges and expenses incurred by ATB in connection therewith nor may any monies in the account be used for the purpose of making payment of any liability incurred by the Corporation under any other agreement with ATB or in regard to operation of any other account operated by ATB for the Corporation.

7. That there are no provisions in the Articles or By-Laws of the Corporation or in any unanimous shareholder agreement relating to the Corporation which restrict, limit or regulate in any way the powers of the directors of the Corporation to borrow monies upon the credit of the Corporation and to issue, re-issue, sell or pledge debt obligations of the Corporation, and to create security interests by way of mortgage, hypothecation, pledge or otherwise covering all or any of the property of the Corporation, present and future, as security for all or any monies borrowed by the Corporation from ATB or any other liability of the Corporation to ATB.
8. That for the purposes set forth in this resolution, the Directors hereby delegate any and all powers which they may have to the signing officers or other person who are herein named or referred to by office or position with the Corporation and each of them.
9. That ATB be furnished with a certified copy of this resolution and a list of the names of the directors and officers of the Corporation and that the said list shall be binding upon the Corporation until notice in writing to the contrary or of any change therein shall be given to the manager of the branch of ATB at which the account of the Corporation is maintained.
10. The Corporation may give instructions regarding the Account by telephone to the Customer Contact Centre or to the branch where the Account is held, provided the instructions are consistent with the terms and conditions of the Account, and the Corporation's identity can be verified to ATB's satisfaction.

The Corporation may send instructions regarding the Account by electronic mail ("email"), at the Corporation's own risk.

The Corporation may send such instructions regarding the account, as ATB may permit, by facsimile transmission ("Fax"). Fax instructions must be:

- (i) signed by the duly authorized signing officer(s);
- (ii) consistent with this Agreement;
- (iii) legible and unambiguous; and
- (iv) include the name of the Corporation, account number and fax telephone number.

Instructions may be faxed only to the branch at which the account is located. The Corporation must confirm that ATB has received the instructions as ATB is under no obligation to confirm receipt. The Fax, or a photocopy of it, shall be considered an original document for all purposes.

ATB may act on all acceptable instructions sent by telephone, Fax or email as soon as it is reasonably practical to do so. The Corporation must confirm that ATB has received the instructions, as ATB is under no obligation to confirm receipt. ATB may decline to act for any reason on instructions sent by telephone, fax, or email, including but not limited to unclear or suspicious instructions, or improper, unauthorized, or

other transactions to any other party, including but not limited to credit reporting agencies, regulatory bodies, and policing authorities.

ATB may rely on all information transmitted by the Firm or appearing to be from the Firm. Any instructions requiring immediate attention must be personally delivered by the Firm to ATB. ATB shall not be liable for refusing or failing to act on any Fax, phone or email instruction for any reason. ATB shall not be liable for any delays of losses caused by malfunctions of any telecommunications equipment.

11. That ATB will treat any of the undersigned's personal information, or any personal information about the directors or officers or shareholders of the Corporation, in accordance with ATB's Privacy Code, as posted on www.atb.com, or available at any branch.
12. The Corporation and ATB agree that the Orders shall not affect the rights of ATB under this Section and further agree that ATB may set off any amounts from time to time in the account against any obligations, liabilities, and/or amounts owing from time to time by the Corporation to ATB, and ATB may use any monies in the account, or in any other account operated by ATB for the Corporation at any branch for the purpose of effecting such right of set off; provided, however that so long as the stay of proceedings ordered by the Court pursuant to the Initial Order as may be amended or restated from time to time under the *Companies' Creditors Arrangement Act* proceedings remains in effect, ATB shall not exercise the rights of set off referred to in this Section 12. The Corporation waives presentment, notice of dishonour, protest and notice of protest of all bills of exchange, promissory notes, cheques and other instruments and orders for the payment of money drawn, made, accepted or endorsed by the Corporation, now or hereafter delivered to ATB for any purpose whatsoever and the Corporation shall be and remain liable to ATB in respect thereof as if such presentment, notice of dishonour and protest had been duly done or given.
13. Notwithstanding anything to the contrary contained in this agreement, the Corporation and ATB acknowledge and agree that this agreement shall only apply to the New Account (account number 760-1318179-25) and that there will be no borrowings by the Corporation from ATB or security granted by the Corporation to ATB in respect of the New Account.

CERTIFICATE

I, being directors(s) of the Corporation hereby certify:

- (a) that the foregoing is a true copy of a resolution unanimously passed or signed by all of the directors of the Corporation and which remains in effect as at the date hereof;
- (b) that the following is a list of all the directors and officers of the Corporation.
 - (i) DIRECTORS
Name

- (ii) OFFICERS
Title Name

Dated this day of February, 2010

Director

Director

The Corporation, for value received, agrees with ATB that the Corporation is bound by all the terms and conditions contained in the attached Resolution.

Dated this day of February, 2010

DARIAN RESOURCES LTD.

Director

Director

No: 1001-02216

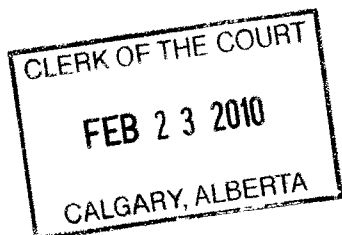
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IN THE COURT OF QUEEN'S BENCH OF ALBERTA
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IN THE MATTER OF THE
COMPANIES' CREDITORS ARRANGEMENT ACT,
R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF
DARIAN RESOURCES LTD.;

AND IN THE MATTER OF BOWVIEW
PETROLEUM INC.



CONSENT ORDER

BORDEN LADNER GERVAIS LLP
Barristers & Solicitors
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Calgary, AB T2P 4H2

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File No: #438585-000001