

**COURT OF APPEAL OF ALBERTA**Form AP-5  
[Rule 14.87]

COURT OF APPEAL FILE NUMBER: 2101-0085AC

TRIAL COURT FILE NUMBER: 25-2332583  
25-2332610  
25-2335351

REGISTRY OFFICE: CALGARY

APPLICANT: ALVAREZ & MARSAL CANADA INC. in its  
capacity as the Court-appointed receiver and  
manager of MANITOK ENERGY INC.

STATUS ON APPEAL: APPELLANT

RESPONDENTS: PRENTICE CREEK CONTRACTING LTD.,  
RIVERSIDE FUELS LTD. and ALBERTA  
ENERGY REGULATOR

STATUS ON APPEAL: RESPONDENTS

DOCUMENT: **EXTRACTS OF KEY EVIDENCE**

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Appeal from the Order of  
The Honourable Madam Justice B.E.C. Romaine  
Dated the 24th day of March, 2021  
Filed the 10th day of June, 2021

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**EXTRACTS OF KEY EVIDENCE  
TO THE FACTUM OF THE APPELLANT**

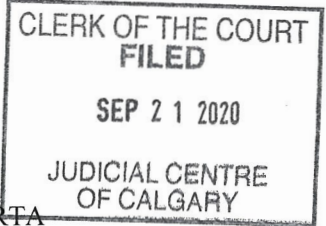
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TCOURT FILE NUMBERS

25-2332583  
 25-2332610  
 25-2335351



COURT

COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE

CALGARY

PROCEEDINGS

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

IN THE MATTER OF THE NOTICE OF INTENTION TO  
 MAKE A PROPOSAL OF RAIMOUNT ENERGY CORP.

IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE  
 A PROPOSAL OF CORINTHIAN OIL CORP.

DOCUMENT

**FIFTEENTH REPORT OF THE RECEIVER****September 18, 2020**

ADDRESS FOR SERVICE AND  
 CONTACT INFORMATION OF  
 PARTY FILING THIS  
 DOCUMENT

**RECEIVER**

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 File: 1001023920



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## **LISTING OF APPENDICES TO THE FIFTEENTH REPORT OF THE RECEIVER**

<b>APPENDIX A</b>	<b>Prentice Lien Amended Statement of Claim and CLP</b>
<b>APPENDIX B</b>	<b>Riverside Lien Statement of Claim and CLP</b>



## INTRODUCTION

1. On February 20, 2018 (the “**Receivership Date**”), the Court of Queen’s Bench of Alberta (the “**Court**”) granted an order in these proceedings (the “**Consent Receivership Order**”) appointing Alvarez & Marsal Canada Inc. (“**A&M**”) as receiver and manager (the “**Receiver**”), without security, of all of the current and future assets, undertakings and properties of every nature and kind whatsoever, including but not limited to real property and wherever situate including all proceeds thereof (the “**Property**”) of Manito Energy Inc. (“**Manitok**”) and its wholly owned subsidiary Raimount Energy Corp. (“**Raimount**”) (together, or either of them, as the context requires, the “**Company**”) pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3, as amended (the “**BIA**”) and section 13(2) of the *Judicature Act*, RSA 2000, c J-2.
2. Concurrently with the Receivership, Manitok, Raimount and Manitok’s other wholly owned subsidiary, Corinthian Oil Corp. (“**Corinthian**”), were deemed bankrupt and A&M became the Trustee in Bankruptcy of each of them.
3. As discussed in previous Reports, the most significant stakeholders in the Receivership are now the National Bank of Canada (“**NBC**”) and the Alberta Energy Regulator (“**AER**”). NBC continues to hold a first charge over all of the undistributed assets of the Company and the proceeds therefrom. As a result of the decision of the Supreme Court of Canada (“**SCC**”) in *Orphan Well Association v Grant Thornton Ltd*, 2019 SCC 5 (“**Redwater**”), the AER is a significant stakeholder in the Receivership even though it is not a “creditor” *per se*.
4. The Receiver recently filed its Fourteenth Report, which included a full update to the Court on the status of the Receivership and an application for an interim distribution of funds to the AER and NBC, and other ancillary matters. A Court Order was granted on July 10, 2020 approving the distribution and other relief sought by the Receiver.

5. As was noted in the Fourteenth Report, funds continue to be held by the Receiver pending a determination of two builders' lien claims ("**Builders' Lien Holdbacks**") and a claim by Yangarra Resources Limited ("**Yangarra**") relating to a pre-receivership sale transaction. These two matters and ongoing receivable litigation are the only substantive issues remaining in the Receivership.

## PURPOSE

6. The purpose of this Fifteenth Report of the Receiver (the "**Fifteenth Report**" or "**this Report**") is to provide the Court with information in respect of Receiver's application to determine the priority of the builders' lien claims of Prentice Creek Contracting Ltd. ("**Prentice**") and Riverside Fuels Ltd. ("**Riverside**") (collectively the "**Lien Claims**" and "**Lien Claimants**") to the Builders' Lien Holdbacks relative to the priority of end of life obligations under *Redwater*, without resolving other issues such as the validity, enforceability or quantum of the Liens Claims, or the Lien Claims' priority relative to the claims of other creditors and the administrative costs of the receivership.
7. The Receiver has engaged independent conflict counsel to assist with the resolution of the Yangarra claim and accordingly that matter and remaining receivable litigation will be addressed in a future report and a separate Court application.
8. Capitalized words or terms not defined in this Report are as defined in the Receivership Order or the previous reports of the Receiver (the "**Prior Reports**").
9. All references to dollars are in Canadian currency.

## TERMS OF REFERENCE

10. In preparing this Fifteenth Report, the Receiver has relied upon financial and other information contained in the Company's books and records. The Receiver has not performed an audit, review or other verification of such information.

## ASSET SALES AND DISCLAIMER OF UNSALEABLE ASSETS

11. As discussed in prior Reports, the Receiver implemented a Court-approved sale process, which resulted in various sales of Property. In all of the Receiver's sales, the purchasers assumed the end of life obligations associated with the purchased assets.
12. One of the Receiver's sales involved a purchase of Property by Persist Oil and Gas Inc. (or its predecessor) (**Persist**). Paragraph 12 of the sale approval and vesting order for the Receiver's sale to Persist (**Persist SAVO**) established, *inter alia*, the Builders' Lien Holdbacks for the Lien Claimants.
13. The Persist SAVO was amended subsequently but not in relation to the Builders' Lien Holdbacks.
14. At the completion of the Court-approved sale process, there remained a significant amount of unsold Property, including oil and gas assets with marginal or no accretive value, much of which was unsaleable.
15. In accordance with a Partial Discharge Order, filed July 9, 2019, the Receiver renounced and disclaimed and was discharged over the majority of the then unsold oil and gas assets in the Manito estate (**Discharged Assets**). However, in collaboration with the AER, the Receiver retained interests in certain Retained Assets (as defined in the Partial Discharge Order) and endeavoured to sell as many of the Retained Assets as were saleable on non-accretive or only marginally accretive terms in order to minimize the end of life obligations associated with the Manito and Raimount estates. A number of further sale transactions were completed by the Receiver; however, many Retained Assets proved to be unsaleable. The Receiver now anticipates renouncing, disclaiming, and being discharged over the remaining, unsold Retained Assets.
16. As was reported by the Receiver in the Eleventh Report, total realizations from the

Receivership will be substantially less than the cost of satisfying the end of life obligations associated with the Discharged Assets.

## **BACKGROUND OF THE LIEN CLAIMS**

17. The Persist SAVO previously granted by the Court discharged lien registrations, including those of Prentice and Riverside, and required the Receiver to establish separate Builders' Lien Holdbacks for Prentice and Riverside in the total amount of \$581,778.48 to stand in the place and stead of their lien registrations pending further Order of the Court. The Builders' Lien Holdbacks were established based on the total amount of the Lien Claims plus a buffer for interest and costs.
18. The Lien Claims arose from services provided by the Lien Claimants prior to the Receivership. The contracts for services were between the Lien Claimants and Manitok.
19. On December 7, 2017, Prentice registered builders' liens against specific surface and mineral leases which Manitok operated and in which Manitok had a working interest ("**Prentice Liened Lands**"). Prentice filed a Statement of Claim and Certificate of Lis Pendens ("**CLP**") on May 29, 2018 in the Judicial Centre of Red Deer under Action #1810-000609. On June 1, 2018 Prentice filed an Amended Statement of Claim and a second CLP. In its Statement of Claim, Prentice has claimed \$392,106.27 plus interest and costs. The Builders' Lien Holdback for Prentice is \$462,685.40. A copy of the Statement of Claim and CLPs are attached as **Appendix A**.
20. Prentice has also liened working interests of Husky Oil Operations Limited ("**Husky**") and Petrus Resources Corp. ("**Petrus**") in the Prentice Liened Lands, and Prentice included Husky and Petrus as Defendants in its Statement of Claim.
21. Riverside registered builders' liens against specific Manitok surface and mineral leases on January 12, 2018. Riverside filed a Certificate of Lis Pendens and Statement of Claim on July 9, 2018 in the Judicial Centre of Red Deer under Action #1810-000783. In its Statement of Claim, Riverside has claimed \$105,636.06 plus

interest and costs; however, its counsel subsequently, in correspondence on February 7, 2019, revised the amount to \$85,563.31 plus interest and costs. The Builders' Lien Holdback for Riverside is \$119,093.08. A copy of the Statement of Claim and CLP is attached as **Appendix B**.

22. As a result of the Receivership, the prosecution of the Lien Claims against Manitok was stayed.

### **PRIORITY DETERMINATION**

23. The Receiver has reviewed and analyzed the Lien Claims to consider their validity, enforceability, priority and quantum in order to attempt to settle the Lien Claims. However, the parties have not been able to reach settlements and the Receiver is accordingly bringing this Application.
24. Litigating the validity, enforceability and quantum of the Liens would likely be time-consuming and expensive. Hence, in August and September 2020, the Receiver and the Lien Claimants agreed to a procedure whereby the following issue would be determined:

*Whether end of life obligations associated with the abandonment and reclamation of unsold oil and gas properties must be satisfied by the Receiver from Manitok's estate in preference to satisfying what may otherwise be first-ranking builders' lien claims based on services provided by the lien claimants before the receivership date.*

25. If the Lien Claims are determined to be subordinate to end of life obligations under *Redwater*, other issues such as their validity, enforceability and quantum, and their priority relative to the claims of other creditors and the administrative costs of the receivership, would all be rendered moot and the Builders' Lien Holdbacks could then be released to become general estate funds. However, if the Lien Claims are determined to have priority over end of life obligations, a further Application may be required to determine those other issues. For the purposes of the present Application only, the Receiver will not dispute that:

- a) the Lien Claims are valid as against the lien interests in the lien amounts;
  - b) without limitation, the Lien Claims were registered in-time and all steps required to preserve the Lien Claims under the *Builders' Lien Act* were taken;
  - c) the Lien Claims are first-ranking as against the interests against which they are registered, potentially excepting end of life obligations under *Redwater*;
  - d) The type of work completed by the Lien Claimants is as alleged in the Lien Claimants' Statements of Claim.
- 26. This agreed procedure is seen by the Receiver as the most efficient way to resolve a potentially determinative issue without requiring the development of an extensive and potentially contentious evidentiary record to address other issues.
- 27. The Receiver has discussed this choice of procedure with the AER and NBC, neither of whom expressed concern.
- 28. This Application by the Receiver is not expected to impact the rights of Prentice as against Husky or Petrus.
- 29. The AER has expressed to the Receiver that, in its view, all claims for pre-Receivership liabilities, secured (by builders' liens or otherwise) and unsecured, are subordinate to unsatisfied end of life obligations under *Redwater*.
- 30. The AER's position is seen by the Receiver as consistent with treatment of other pre-Receivership liabilities including:
  - (a) NBC having entered the confidential Distribution Agreement based on the priority of end of life obligations, as described in the Receiver's Eleventh Report;
  - (b) PrairieSky and the AER having entered a confidential settlement for the distribution of the Prairiesky Holdback, as established by Court Order on November 5, 2018; and

- (c) the release of municipal tax holdbacks and related distributions, which were recently resolved and discussed in the Receiver's Ninth, Eleventh and Fourteenth Reports.

## **RECEIVER'S CONCLUSIONS AND RECOMMENDATIONS**

31. The Receiver is not aware of any precedent determining that Manitok's end of life obligations should not have a first priority over the claims of pre-Receivership secured creditors, including the Lien Claims, per *Redwater*.
32. Determining the priority of the Lien Claims in accordance with the procedure to which the Receiver and the Lien Claimants have agreed is, in the Receiver's view, the most efficient means of facilitating the release of the Builders' Lien Holdbacks to general estate funds.

All of which is respectfully submitted this 18 day of September 2020.

**ALVAREZ & MARSAL CANADA INC.,  
in its capacity as Receiver of Manitok  
its personal or corporate capacity**



Orest Konowalchuk, CPA, CA, CIRP, LIT  
Senior Vice President



**APPENDIX A**

Prentice Lien – Amended Statement of Claim and CLPs



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June 20, 2018

*Via Registered Mail*

Petrus Resources Corp.  
2400, 525 – 8 Avenue SW  
Calgary, AB T2P 1G1

Dear Sir/Madam :

**RE: Prentice Creek Contracting Ltd. v Manitok Energy Inc. et al  
Court of Queen's Bench Action No. 1810-000609**

Please find enclosed, for service upon Petrus Resources Corp., a filed copy of the Statement of Claim of the Plaintiff, Prentice Creek Contracting Ltd., regarding the above referenced matter.

Kindly govern yourself accordingly.

Yours truly,

**ALTALAW LLP**

Per:

GLYN L. WALTERS

GLW/km

AMENDED THIS 1 DAY OF June  
2018 BY ORDER / PARTY CONSENT  
DATED R-3-62

014

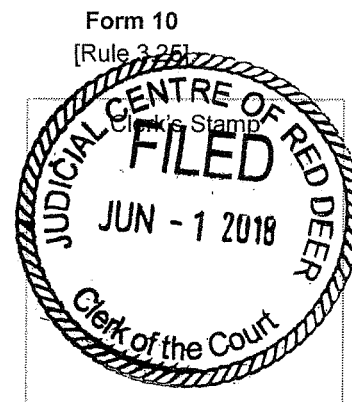
COURT FILE NUMBER 1810-000609  
COURT COURT OF QUEEN'S BENCH OF ALBERTA  
JUDICIAL CENTRE RED DEER  
PLAINTIFF PRENTICE CREEK CONTRACTING LTD.  
DEFENDANTS MANITOK ENERGY INC., PETRUS  
RESOURCES CORP., and HUSKY OIL  
OPERATIONS LIMITED

DOCUMENT AMENDED STATEMENT OF CLAIM

ADDRESS FOR SERVICE AND  
CONTACT INFORMATION OF  
PARTY FILING THIS DOCUMENT ALTALAW <sup>LLP</sup>  
Barristers and Solicitors  
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**GLYN L. WALTERS**  
Solicitor for the Plaintiff  
Ph: (403) 343-0812  
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File: 101868GLW



#### NOTICE TO DEFENDANTS

You are being sued. You are a Defendant.

Go to the end of this document to see what you can do and when you must do it.

**Note: State below only facts and not evidence (Rule 13.6)**

#### Statement of facts relied on:

1. The Plaintiff, Prentice Creek Contracting Ltd. (hereinafter referred to as "Prentice Creek") is a body corporate, incorporated pursuant to the laws of the Province of Alberta, carrying on business as a contractor at various locations in Alberta, and having its business office located in the Town of Rocky Mountain House, in the Province of Alberta.
2. The Defendant, Manito Energy Inc. (hereinafter referred to as "Manitok") is a body corporate incorporated pursuant to the laws of the Province of Alberta, carrying on business at various locations in Alberta and having its registered office in Calgary, Alberta.
3. The Defendants Petrus Resources Corp., and Husky Oil Operations Limited., (hereinafter referred to respectively as "Petrus" and "Husky") are bodies corporate incorporated pursuant to the laws of the Province of Alberta, carrying on business at various locations in Alberta and having their registered offices in Calgary, Alberta.

4. Manitok is the owner of certain leasehold and working interests in the Alberta Crown Petroleum and Natural Gas Licences or Leases as hereinafter described:

<b>Alberta Crown Licence/Lease Number</b>	<b>Legal Description</b>
055 5511050469	MERIDIAN 5 RANGE 15 TOWNSHIP 42 SECTION 29 QUARTER SOUTH WEST
055 5517050202	MERIDIAN 5 RANGE 15 TOWNSHIP 42 SECTION 29 QUARTER SOUTH WEST

5. Manitok and Petrus are owners of a certain leasehold and working interest in the Alberta Crown Petroleum and Natural Gas Licence or Lease as hereinafter described:

<b>Alberta Crown Lease Numbers</b>	<b>Legal Description</b>
055 5511050470	MERIDIAN 5 RANGE 15 TOWNSHIP 42 SECTION 30 QUARTER SOUTH WEST
<u>006 0698030870</u>	<u>MERIDIAN 5 RANGE 15 TOWNSHIP 42</u> <u>SECTION 30</u> <u>QUARTER SOUTH WEST</u>

6. Manitok and/or Husky are owners of a certain leasehold and working interest in the Alberta Crown Petroleum and Natural Gas Licence or Lease as hereinafter described:

<b>Alberta Crown Lease Numbers</b>	<b>Legal Description</b>
055 5593090095	MERIDIAN 5 RANGE 16 TOWNSHIP 42 SECTION 36 QUARTER SOUTH EAST

7. Manitok has an interest, by the aforementioned leases/licences, and by existing surface lease, Right of Way, and/or licence of occupation, in the following Lands:

MERIDIAN 5 RANGE 15 TOWNSHIP 42  
SECTION 29  
QUARTER SOUTH WEST

EXCEPTING THEREOUT ALL MINES AND MINERALS

MERIDIAN 5 RANGE 15 TOWNSHIP 42  
SECTION 30  
QUARTER SOUTH WEST

EXCEPTING THEREOUT ALL MINES AND MINERALS

MERIDIAN 5 RANGE 16 TOWNSHIP 42  
SECTION 36  
QUARTER SOUTH EAST

EXCEPTING THEREOUT ALL MINES AND MINERALS

8. Further, Petrus has an interest by the aforementioned leases/licence, and by existing surface lease, Right of Way, and/or licence of occupation, in the following Lands:

MERIDIAN 5 RANGE 15 TOWNSHIP 42

SECTION 30  
QUARTER SOUTH WEST

EXCEPTING THEREOUT ALL MINES AND MINERALS

9. Further, Husky has an interest by the aforementioned leases/licence, and by existing surface lease, Right of Way, and/or licence of occupation, in the following Lands:

MERIDIAN 5 RANGE 16 TOWNSHIP 42  
SECTION 36  
QUARTER SOUTH EAST

EXCEPTING THEREOUT ALL MINES AND MINERALS

10. The Alberta Crown Licences, Leases, and Lands referred to in paragraphs 4, 5, 6, 7, 8, and 9 above are hereinafter referred to collectively as the "Lands".
11. Pursuant to agreements entered into between Prentice Creek and Manitok, Prentice Creek provided work, equipment, labour, and materials (hereinafter referred to as the "Work") on the Lands, at Manitoks' request.
12. It was a term of the agreements between Prentice Creek and Manitok that any sums due and owing for the Work provided to the Lands by Prentice Creek and not paid within 30 days after the date of the invoice thereof, should bear interest at the rate of 2% per month from such date until paid.
13. Pursuant to the agreements, Prentice Creek provided the Work on the Lands described in paragraphs 4, 5, 6, 7, 8, and 9 herein in the amount of \$392,106.27. The last day that Prentice Creek provided the Work on the Lands was November 22, 2017.
14. By virtue of supplying the Work in the amount of \$392,106.27 to the Lands described herein, the Lands have been improved. By furnishing the Work, Prentice Creek became entitled to, and is entitled to, valid Builders' Liens on the Lands as described below:

Crown License/Lease No	Amount Owing	Builders' Lien No.	Registration Date
055 5511050469	\$ 91,104.63	1703169	December 7, 2017
055 5517050202	\$ 91,104.63	1703169	December 7, 2017
055 5511050470	\$184,766.52	1703166	December 7, 2017
055 5593090095	\$116,235.12	1703168	December 7, 2017

Provincial Lands	Amount Owing	Builders' Lien No.	Registration Date
SW-29-42-15-W5	\$91,104	172 323 740	December 5, 2017
SW-30-42-15-W5	\$184,716	172 323 749	December 5, 2017
SE-36-42-16-W5	\$116,235.12	172 323 803	December 5, 2017

15. The value of the Builders' Liens of Prentice Creek referred to in paragraphs 13 and 14 herein is \$392,106.27.
16. The Work was furnished in respect of improvements to the Lands, and in respect of improvements to an oil or gas well, or to an oil or gas well site, and in connection with the recovery of oil and/or natural gas from the Lands and, accordingly, attached to all estates and interest in the mines and minerals.

17. Despite repeated demands, Manitok has failed, refused or neglected to pay the \$392,106.27 and there remains due and owing to Prentice Creek by Manitok the amount of \$392,106.27.
18. Prentice Creek pleads the provision of the *Builder's Lien Act* and all amendments thereto and regulations thereunder.
19. The Prentice Creek proposes that the trial of this action be held at the Courthouse, in the City of Red Deer, in the Province of Alberta.
20. The Prentice Creek is of the opinion that the trial of this matter will be less than 25 days.

**Remedy sought:**

- a) Judgment in the sum of \$392,106.27;
- b) Interest on the amount awarded under paragraph (a) of 2% per month commencing 30 days from the date of each individual invoice or, alternatively, interest pursuant to the *Judgment Interest Act*;
- c) In the alternative to paragraphs (a) and (b) above, a Judgment, Declaration or Order that the Prentice Creek is entitled to a valid and subsisting Builders Lien under the *Builders' Lien Act* for the sum of \$392,106.27 on the said Lands, together with interest at the rate of 2% per month commencing 30 days from the date of each individual invoice comprising this amount claimed or, alternatively, interest pursuant to the *Judgment Interest Act*;
- d) In default of payment of the Prentice Creek's Claim, together with such interest as is allowed and the costs of this action, that the Lands be sold pursuant to the *Builders' Lien Act* and the proceeds thereof to be applied in payment of the Prentice Creek's Claim as aforesaid or other claims against the said property in order of their priority;
- e) an Order for the appointment of a Receiver pursuant to the *Builder's Lien Act* of the rents and profits from the properties against which the claims of Liens are registered;
- f) Such further and other relief as the Plaintiff may be entitled under the *Builder's Lien Act*;
- g) Costs of this action on a solicitor and its own client basis or, alternatively, costs of this action pursuant to the Rules of Court; and
- h) Such further and other relief as this Honourable Court determines.

**NOTICE TO THE DEFENDANTS**

You only have a short time to do something to defend yourself against this claim:

20 days if you are served in Alberta

1 month if you are served outside Alberta but in Canada

2 months if you are served outside Canada.

You can respond by filing a statement of defence or a demand for notice in the office of the clerk of the Court of Queen's Bench at Red Deer, Alberta, AND serving your statement of defence or a demand for notice on the plaintiff(s)' address for service.

**WARNING**

If you do not file and serve a statement of defence or a demand for notice within your time period, you risk losing the law suit automatically. If you do not file, or do not serve, or are late in doing either of these things, a court may give a judgment to the plaintiff(s) against you



JUDICIAL CENTRE RED DEER

Land Titles Act 019

PLAINTIFF PRENTICE CREEK CONTRACTING LTD.

DEFENDANT MANITOK ENERGY INC., PETRUS  
RESOURCES CORP., and HUSKY OIL  
OPERATIONS LIMITED

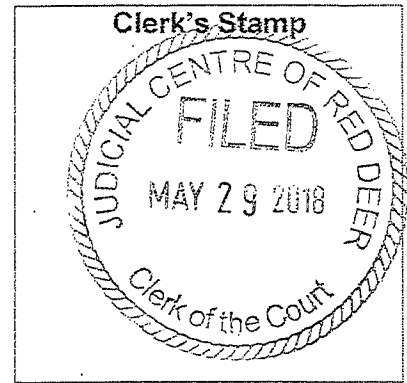
DOCUMENT **CERTIFICATE OF LIS PENDENS**

ADDRESS FOR  
SERVICE AND  
CONTACT  
INFORMATION OF  
PARTY FILING THIS  
DOCUMENT

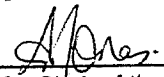
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Barristers and Solicitors  
5233 – 49 Avenue  
Red Deer, AB T4N 6G5

Attention: Glyn L. Walters  
Ph: (403) 343-0812  
Fax: (403) 340-3545

File: 101868GLW



I hereby certify this to be a true copy  
of the original.

  
for Clerk of the Court

**THIS IS TO CERTIFY** that proceedings have been taken in the Court of Queen's Bench in the City of Red Deer to enforce certain Builder's Liens registered by Prentice Creek Contracting Ltd. against the following lands:

MERIDIAN 5 RANGE 15 TOWNSHIP 42  
SECTION 29  
QUARTER SOUTH WEST

EXCEPTING THEREOUT ALL MINES AND MINERALS

MERIDIAN 5 RANGE 15 TOWNSHIP 42  
SECTION 30  
QUARTER SOUTH WEST

EXCEPTING THEREOUT ALL MINES AND MINERALS

MERIDIAN 5 RANGE 16 TOWNSHIP 42  
SECTION 36  
QUARTER SOUTH EAST

EXCEPTING THEREOUT ALL MINES AND MINERALS

*Certificate of Lis Pendens – Land Titles Act*

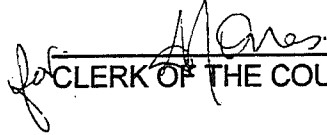
136

172 323 740  
172 323 749  
172 323 803

December 5, 2017  
December 5, 2017  
December 5, 2017

020

**DATED** at the City of Red Deer, in the Province of Alberta, this 29 day of May, 2018.

  
\_\_\_\_\_  
CLERK OF THE COURT

PLAINTIFF

PRENTICE CREEK CONTRACTING LTD.


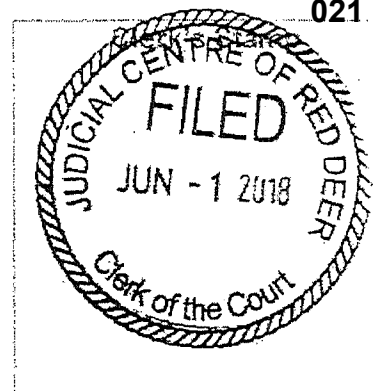
DEFENDANT

MANITOK ENERGY INC., PETRUS  
RESOURCES CORP., and HUSKY OIL  
OPERATIONS LIMITED

DOCUMENT

**CERTIFICATE OF LIS****PENDENS**ADDRESS FOR  
SERVICE AND  
CONTACT  
INFORMATION OF  
PARTY FILING THIS  
DOCUMENTALTALAW <sup>LLP</sup>  
Barristers and Solicitors  
5233 - 49 Avenue  
Red Deer, AB T4N 6G5Attention: Glyn L. Walters  
Ph: (403) 343-0812  
Fax: (403) 340-3545

File: 101868GLW

I hereby certify this to be a true copy  
of the original.  
for Clerk of the Court

**THIS IS TO CERTIFY** that proceedings have been taken in the Court of Queen's Bench in the City of Red Deer to enforce certain Builder's Liens registered by Prentice Creek Contracting Ltd. against:

<u>Alberta Crown Lease Number</u>	<u>Legal Description</u>
055 5511050469	MERIDIAN 5 RANGE 15 TOWNSHIP 42 SECTION 29 QUARTER SOUTH WEST
055 5517050202	MERIDIAN 5 RANGE 15 TOWNSHIP 42 SECTION 29 QUARTER SOUTH WEST
055 5511050470	MERIDIAN 5 RANGE 15 TOWNSHIP 42 SECTION 30 QUARTER SOUTH WEST
<u>006 0698030870</u>	<u>MERIDIAN 5 RANGE 15 TOWNSHIP 42</u> <u>SECTION 30</u> <u>QUARTER SOUTH WEST</u>

Which liens were registered pursuant to the *Builders' Lien Act* with the Alberta Energy as follows:

022

<u>Builder's Lien No.</u>	<u>Registration Date</u>
---------------------------	--------------------------

1703169	December 7, 2017
1703166	December 7, 2017
1703168	December 7, 2017

DATED at the City of Red Deer, in the Province of Alberta, this 1<sup>st</sup> day of <sup>June</sup> ~~May~~, 2018.

"S. Lok" F.  
CLERK OF THE COURT

**APPENDIX B**

Riverside Lien – Statement of Claim and CLP

COURT FILE NUMBER

1810000783

COURT

COURT OF QUEEN'S BENCH OF  
ALBERTA

JUDICIAL CENTRE

RED DEER

PLAINTIFF

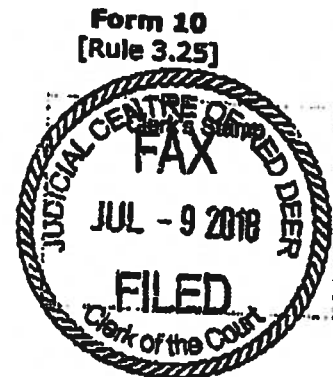
RIVERSIDE FUELS LTD.

DEFENDANT

MANITOK ENERGY INC.

DOCUMENT

STATEMENT OF CLAIM

ADDRESS FOR SERVICE AND  
CONTACT INFORMATION OF  
PARTY FILING THIS  
DOCUMENT

HAMILTON BALDWIN LAW  
P.O. Box 249, 5039 50 Street  
Rocky Mountain House, AB T4T 1A2  
Tel: (403) 845-7301  
Fax: (403) 845-8063  
Attn: Lauren K. Baldwin

File No. 1008

**NOTICE TO DEFENDANT(S)**

You are being sued. You are a defendant.

Go to the end of this document to see what you can do and when you must do it.

**Note: State below only facts and not evidence (Rule 13.6)****Statement of facts relied on:**

1. At all material times, the Plaintiff, Riverside Fuels Ltd. ("Riverside Fuels"), was a corporation incorporated pursuant to the laws of the Province of Alberta, carrying on business in the town of Rocky Mountain House, Alberta, and surrounding area.
2. At all material times, the Defendant, Manito Energy Inc. ("Manitok"), was a corporation incorporated pursuant to the laws of the Province of Alberta, carrying on business at various locations in Alberta with its registered office in Calgary, Alberta.
3. Manitok is the owner of certain leasehold and working interests in the Alberta Crown Petroleum and Natural Gas Licenses or Leases, namely:

<b>Petroleum and Natural Gas License/ Lease Numbers</b>	<b>Descriptions</b>
006 0610080560	5-15-042: 1N,SE
006 0611050413	5-15-042: 15N;16NE;21S
055 5511050466	5-15-042: 19
055 5511050469	5-15-042: 29
055 5517050202	5-15-042: 19;29

(collectively referred to as the "PNG Licenses").

4. Manitok has an interest, through the PNG Licenses and by existing surface leases, right of ways and/or license of occupation, in the following lands:

MERIDIAN 5 RANGE 15 TOWNSHIP 42  
SECTION 1  
EXCEPTING THEREOUT ALL MINES AND MINERALS

MERIDIAN 5 RANGE 15 TOWNSHIP 42  
SECTION 15  
EXCEPTING THEREOUT ALL MINES AND MINERALS

MERIDIAN 5 RANGE 15 TOWNSHIP 42  
SECTION 16  
EXCEPTING THEREOUT ALL MINES AND MINERALS

MERIDIAN 5 RANGE 15 TOWNSHIP 42  
SECTION 19  
EXCEPTING THEREOUT ALL MINES AND MINERALS

MERIDIAN 5 RANGE 15 TOWNSHIP 42  
SECTION 21  
EXCEPTING THEREOUT ALL MINES AND MINERALS



**MERIDIAN 5 RANGE 15 TOWNSHIP 42  
SECTION 29  
EXCEPTING THEREOUT ALL MINES AND MINERALS**

(collectively referred to as the "Lands").

5. Riverside Fuels and ManitoK entered into a verbal agreement whereby Riverside Fuels agreed to deliver fuel and lubricants (the "Materials") to ManitoK in exchange for certain agreed upon prices (the "Agreement").
6. Between approximately July 12, 2017, and December 19, 2017, in accordance with the Agreement, and at the request of ManitoK, Riverside Fuels supplied the Materials to ManitoK at the Lands. This time period is hereinafter referred to as the "Unpaid Time Period".
7. The Materials were delivered to locations on the Lands and used and furnished preparatory to, and in connection with, the recovery of minerals under the PNG Licenses.
8. The last day that Riverside Fuels provided the Materials on the Lands was December 19, 2017.
9. On a consistent and timely basis Riverside Fuels issued invoices to ManitoK for the Materials supplied during the Unpaid Time Period. These invoices remain unpaid and total \$105,636.66 (the "Amount Owing").
10. On or about December 22, 2017, ManitoK provided a cheque in the amount of \$43,292.26 to Riverside Fuels to apply against the Amount Owing. This cheque was ultimately not honoured by ManitoK's bank and was returned as "Funds Not Cleared".
11. On or about January 10, 2018, ManitoK filed a Notice of Intention to File a Proposal pursuant to the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3.
12. On or about January 12, 2018, pursuant to the *Builders' Lien Act*, RSA 2000, c B-7 (the "BLA"), the Plaintiff registered a builders' lien against the PNG Licenses in the sum of \$105,636.66, Builders' Lien No. 1800076 (the "Lien").
13. On or about February 20, 2018, the Court of Queen's Bench of Alberta terminated the time for ManitoK to file a proposal to their creditors and ManitoK was declared bankrupt.
14. As of the date this Statement of Claim has been filed, pursuant to the Agreement, ManitoK has an outstanding balance with Riverside Fuels in the amount of \$105,636.66.
15. By virtue of supplying and furnishing the Materials to ManitoK during the Unpaid Time Period as described herein, in connection with the recovery of minerals, oil

and/or natural gas pursuant to the PNG Licenses, Riverside Fuels became entitled to, and is entitled to, a valid lien upon the PNG Licenses, said lien being:

a) Builders' Lien No. 1800076 in the amount of \$105,636.66, registered January 12, 2018.

16. Despite repeated demands by Riverside Fuels, Manitok has, refused, neglected or failed to pay the \$105,636.66 and the entire amount remains due and owing to Riverside Fuels.
17. Riverside Fuels relies upon and pleads the provisions of the *BLA*, amendments thereto and regulations thereunder.
18. Riverside Fuels proposes that the trial of this action be held at the Courthouse, in the City of Red Deer, in the Province of Alberta. In the opinion of Riverside Fuels, the trial of this matter will not likely take longer than 25 days.

**Remedy sought:**

19. Judgement in the sum of \$105,636.66;
20. Interest pursuant to the *Judgment Interest Act*, RSA 2000, c J-1 and amendments thereto;
21. In the alternative to paragraphs 19 and 20 above, a Judgement, Declaration or Order that Riverside Fuels is entitled to a valid and subsisting Builders' Lien under the *BLA* for the sum of \$105,636.66 on the PNG Licenses, as defined herein, in the amount of the judgment obtained, plus interest pursuant to the *Judgment Interest Act*;
22. In default of payment of Riverside Fuels' claim, together with such interest as is allowed and such costs as ordered by this Honourable Court, that the PNG Licenses be sold, transferred or assigned pursuant to the *BLA* and the proceeds thereof to be applied in payment of Riverside Fuels' claim, or such other claims against the said licenses in order of their priority;
23. An Order for the appointment of a Receiver pursuant to the *BLA* of the rents and profits from the properties against which the claims of the Liens are registered;
24. Such further and other relief as Riverside Fuels may be entitled to under the *BLA*;
25. Costs of this action; and
26. Such further and other relief as this Honourable Court may deem just.

**NOTICE TO THE DEFENDANT(S)**

You only have a short time to do something to defend yourself against this claim:

20 days if you are served in Alberta

1 month if you are served outside Alberta but in Canada

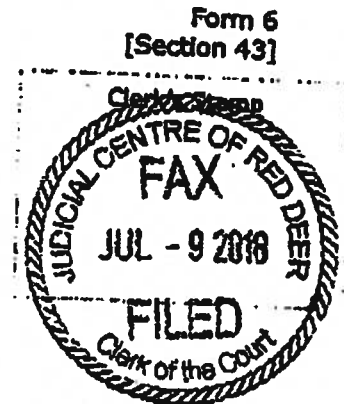
2 months if you are served outside Canada.

You can respond by filing a statement of defence or a demand for notice in the office of the clerk of the Court of Queen's Bench at Red Deer, Alberta, AND serving your statement of defence or a demand for notice on the plaintiff's(s') address for service.

**WARNING**

If you do not file and serve a statement of defence or a demand for notice within your time period, you risk losing the law suit automatically. If you do not file, or do not serve, or are late in doing either of these things, a court may give a judgment to the plaintiff(s) against you.

COURT FILE NUMBER **1810000783**  
 COURT **COURT OF QUEEN'S BENCH OF ALBERTA**  
 JUDICIAL CENTRE **RED DEER**  
 PLAINTIFF **RIVERSIDE FUELS LTD.**  
 DEFENDANT **MANITOK ENERGY INC.**  
 DOCUMENT **CERTIFICATE OF LIS PENDENS**



ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT  
**HAMILTON BALDWIN LAW**  
 Barristers and Solicitors  
 P.O. BOX 249 5039-50 Street  
 Rocky Mountain House, Alberta T4T 1A2

Attn: Lauren K. Baldwin  
 Phone: (403) 845-7301  
 Fax: (403) 871-8063  
 File: 1008

I hereby certify this to be a true copy of the original.

*S. L. F.*  
 for Clerk of the Court

**To: The Minister of Energy**

This is to certify that proceedings have been taken in the Court of Queen's Bench of Alberta to enforce a certain lien registered by Riverside Fuels Ltd. against the following petroleum and natural gas license/leases:

- a) 006 0610080560; in the following lands described as: 5-15-042: 1N,SE;
- b) 006 0611050413; in the following lands described as: 5-15-042: 15N;16NE;21S;
- c) 055 5511050466; in the following lands described as: 5-15-042: 19;
- d) 055 5511050469; in the following lands described as: 5-15-042: 29; and
- e) 055 5517050202; in the following lands described as: 5-15-042: 19;29,

which lien was registered pursuant to the *Bullders' Lien Act* with the Minister of Energy on January 12, 2018 as No. BL 1800076.

DATED at Red Deer, Alberta, this 9<sup>th</sup> day of July, 2018

*S. L. F.*

CLERK OF THE COURT



REGISTERED by the Minister of Energy  
this 12 day of January  
2018, as Reg. No. 1800076  
for Minister of Energy

1800076

030

FORM 2

**STATEMENT OF LIEN UPON  
INTEREST IN CROWN MINERALS**

(Sections 34 and 36 of the Builders' Lien Act)

<i>This statement of lien applies in respect of the following (check the appropriate box):</i>	
<input type="checkbox"/> To work done or materials furnished in respect of improvements, other than improvements to an oil or gas well or to an oil or gas well site, in which case this lien is to be registered with the Minister of Energy not later than 45 days from the last day that the work was last done or the materials were last furnished;	
<input checked="" type="checkbox"/> To work done or materials furnished in respect of improvements to an oil and gas well or to an oil or gas well site in which case this lien is to be registered with the Minister of Energy not later than 90 days from the last day that the work was done or the materials were last furnished.	
Name and residence of lienholder filing Lien	Lienholder Riverside Fuels Ltd.  Address 73022 Hwy 11A West, T0M 0C0 Rocky Mtn. House, Alberta
State facts if claimant is the assignee of the original lienholder	Riverside Fuels Ltd. is the original lienholder.
Name and residence of owner of the interest in minerals upon which the lien is claimed	Claims a Lien under the Builders' Lien Act upon the interest in minerals of the following person:  Owner Manitok Energy Inc. Address 444 7 AVE SW SUITE 700 CALGARY AB T2P 0X8
Legal description of land in which the minerals are located	The Lien is claimed in respect of minerals in the following land:  See attached Schedule "A"
Set out mineral concerned	The mineral concerned is: petroleum and oil
Short description of the nature of the work done or to be done or the materials furnished or to be furnished	The Lien is claimed in respect of the following work or materials:  To the supply of gasoline and diesel fuel as well as compressor and natural gas engine oil for wells and compressor sites on the subject lands.
Name and residence of person for whom the work was done or is being done or the materials were furnished or are being furnished	The work was or is to be done for or the materials were or are being furnished to:  Name of Person Manitok Energy Inc. Address 444 7 AVE SW SUITE 700 CALGARY AB T2P 0X8
Cross out the clause that does not apply	(a) The work was completed or the materials were last furnished on the 5 <sup>th</sup> day of January, 2018.  -OR-  <del>(b) The work is not yet completed or all the materials have not yet been furnished.</del>
Amount claimed	The sum claimed as due or to become due is \$108,266.43.
Address for service	The address for service of the Lienholder is McLeod Law LLP #2110, 250 - 5 <sup>th</sup> Street S.W. Calgary, AB T2P 0R4

Dated at the City of Calgary, in the Province of  
Alberta this 12<sup>th</sup> day of January, 2018

  
Signature - Garrett Hamilton

**Manager**

Status of Signatory (State whether signatory is the lienholder or an agent of the lienholder. If the lienholder or agent is a corporation

state signatory's position with the  
corporation)

PLEASE SEE REVERSE  
AND COMPLETE APPLICABLE AFFIDAVIT

**AFFIDAVIT VERIFYING CLAIM BY LIENHOLDER**

FORM 3

[Section 34(6)]

I, \_\_\_\_\_  
 (name of lienholder)  
 of \_\_\_\_\_  
 (address of lienholder) in the  
 Province of \_\_\_\_\_  
 (occupation)  
 named in the above (or annexed) statement make oath and say that the said claim is true.  
 Sworn before me at the \_\_\_\_\_ of \_\_\_\_\_  
 \_\_\_\_\_  
 in the Province of \_\_\_\_\_ (Signature)  
 this \_\_\_\_\_ day of \_\_\_\_\_  
 \_\_\_\_\_  
 A Commissioner for Oaths in and for the Province of Alberta Printed or stamped name of Commissioner for Oaths  
 and date on which appointment expires

- OR -

FORM 4

**AFFIDAVIT VERIFYING CLAIM BY OTHER THAN LIENHOLDER**

[Section 34(6) AND (7)]

I, Garrett Hamilton of the City of Calgary, in the Province of Alberta, businessman

**MAKE OATH AND SAY:**

(1) That I am the agent (or assignee) of Riverside Fuels Ltd. named in the above (or annexed) statement and I am informed by Don Hamilton, Owner, President and Director of Riverside Fuels Ltd. and believe that the facts are as set forth in the above (or annexed) statement).

(2) That the said claim is true (or when deponent has been informed, That I believe that the said claim is true).

Sworn before me at the City of  
Calgary

in the Province of Alberta  
 this 12 day of January 2018

A. Sagar  
 A Commissioner for Oaths in and for the Province of Alberta

(Signature)  
**ASHA R. SAGAR**  
 A Commissioner for Oaths  
 in and for Alberta

22 Jan 18  
 Printed or stamped name of Commissioner for Oaths  
 and date on which appointment expires

*Note: Registration of a Builders Lien is subject to a fee of \$50.00 for each agreement against which the Builder's Lien is registered*

**FORWARD COMPLETED FORM, IN DUPLICATE, TO:****Alberta Department of Energy**

Tenure  
 9945 - 108 Street  
 Edmonton, AB  
 T5K 2G8

???

**QUESTIONS**

???

Please phone during business hours

8:15 - 4:30, Monday to Friday

Ask for "Transfers"

Phone  
 Fax

(780) 427-7425  
 (780) 422-1123

Revised Dec. 2012



Schedule "A" to the  
Statement of Lien Upon Interest in Crown Minerals  
by Riverside Fuels Ltd.

The Lien is claimed in respect of minerals in the following lands:

Lands contained within Petroleum and Natural Gas Lease Numbers 006 0610080560, 006 0611050413, 055 5511050466, 055 5511050469, 055 5517050202 and legally described as:

FOR Petroleum and Natural Gas Lease Number: 006 0610080560

5-15-042: 1N,SE

FOR Petroleum and Natural Gas Lease Number: 006 0611050413

5-15-042: 15N;16NE;21S

FOR Petroleum and Natural Gas Lease Number: 055 5511050466

5-15-042: 19

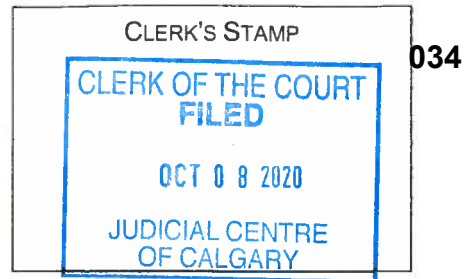
FOR Petroleum and Natural Gas Lease Number: 055 5511050469

5-15-042: 29

FOR Petroleum and Natural Gas Lease Number: 055 5517050202

5-15-042: 19;29

COURT FILE NUMBER 25-2332583  
25-2332610  
25-2335351



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

JUDICIAL CENTRE CALGARY

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

IN THE MATTER OF THE NOTICE OF INTENTION TO  
MAKE A PROPOSAL OF RAIMOUNT ENERGY CORP.

IN THE MATTER OF THE NOTICE OF INTENTION TO  
MAKE A PROPOSAL OF CORINTHIAN OIL CORP.

RESPONDENT ALBERTA ENERGY REGULATOR

DOCUMENT **AFFIDAVIT**

ADDRESS FOR SERVICE AND  
CONTACT INFORMATION OF  
PARTY FILING THIS  
DOCUMENT **ALBERTA ENERGY REGULATOR**  
Suite 1000, 250 – 5<sup>th</sup> Street S.W.  
Calgary, AB. T2P 0R4

Attention: Maria Lavelle  
Telephone No.: 403-297-3736  
Fax No.: 403-297-7031

### **AFFIDAVIT OF LAURA CHANT**

**Sworn on October 7, 2020**

I, LAURA CHANT, of Calgary, Alberta, SOLEMNLY AFFIRM AND DECLARE THAT:

1. I am the Senior Advisor, Insolvency with the Compliance and Liability Management Branch with the Alberta Energy Regulator (the "AER"). As such, I have personal knowledge of the matters hereinafter deposed to except where stated to be based on information and belief, in which case I believe the same to be true.

2. The AER is a corporation established by the *Responsible Energy Development Act*, SA 2012, c R-17.3 ("*REDA*") and acts as the single regulator of all upstream oil and gas activities in

the Province of Alberta. Under s. 2 of REDA the AER's mandate is to provide for the safe, efficient, orderly and environmentally responsible development of energy resources in Alberta.

3. Manitok Energy Inc. ("Manitok") is an AER licensee that at the time of its insolvency held AER licences for 907 wells, 137 facilities plus pipelines with an associated deemed liability of \$72.2 million.

4. Manitok is insolvent and a receiver was appointed on February 20, 2018.

5. The definition of "licensee" under s. 1(cc) of the *Oil and Gas Conservation Act* (the "OGCA") and under s. 1(1)(n) of the *Pipeline Act* explicitly include receivers, receiver-manager and trustees. As does the definition of "operator" in s. 134(b)(vi) of the *Environmental Protection and Enhancement Act* ("EPEA") explicitly include receivers, receiver-managers and trustees. As a result, on appointment, receivers and trustees of the properties of AER licenses are subject to all applicable statutory and regulatory obligations to which the licensee is subject. Attached and marked as Exhibit "A" to this affidavit are a copy of those provisions.

6. The Receiver in Manitok implemented a court-approved sales process for Manitok's oil and gas properties. As discussed in the Receiver's Ninth Report and subsequent reports, the AER worked with the receiver to pursue marginally or non-accretive sales to reduce the number of unsold assets and therefore reduce any remaining end of life obligations in the estate. In all of the Receiver's sales, the purchasers assumed the end of life obligations associated with the purchasers' assets.

7. At the completion of the Court-approved sale process, there remained a significant amount of unsold property, including oil and gas assets (the "Unsold Assets"). On July 9, 2019, the Court granted the Receiver a partial discharge over the Unsold Assets. As described in the Receivers' 11th and 15<sup>th</sup> Report, the Receiver further advised that that there were insufficient funds remaining in the estate to address the end of life obligations of those assets that remained unsold.

8. Following the discharge of the receiver over the Unsold Assets, the enforcement process resulted in the issuance of the abandonment orders detailed below to the licensee and any working interest participants, as well as reclamation orders directed to the licensee. Where there were no remaining responsible parties the AER designated the sites as "orphan" to enable the abandonment and reclamation work to be conducted by the Orphan Well Association ("OWA").

9. On August 1, 2019, the AER designated as “orphan”, 232 wells, 36 facilities and 101 pipeline segments licensed to Manitok, over which the Receiver had been discharged and where there was no viable working interest participant (WIPs) and directed the OWA to abandon those assets.

10. On August 12, 2019, the AER issued an Environmental Protection Order (the “August 2019 EPO”) to the licensee pursuant to sections 140 and 241 EPEA. The general effect of the August 2019 EPO was to direct Manitok as the licensee to conserve and reclaim approximately 411 wells and 58 facilities licensed to Manitok (including sites and facilities previously abandoned by the licensee prior to the receivership). Attached and marked as Exhibit “B” to this Affidavit is a copy of the August 2019 EPO.

11. On August 21, 2019, the AER issued an Order (the “August 2019 Abandonment Order”) to Manitok and various WIPs pursuant to sections 25 and 27 of the OGCA over 135 wells and 20 facilities licensed to Manitok. In the August 2019 Abandonment Order, the AER lists numerous WIPs associated with those wells and facilities based upon the records available to the AER at the time. The general effect of the August 2019 Abandonment Order was to direct the licensee and the WIPs of the associated sites to shut in and abandon those sites if the WIPs did not wish to have the associated AER licensee transferred into their names. Attached and marked as Exhibit “C” to this Affidavit is a copy of the August 2019 Abandonment Order. WIPs are also responsible for conducting reclamation of the site(s) they are associated with. These WIPs pay for the full cost of the abandonment and reclamation of the relevant assets. They may, however, apply to the AER for reimbursement from the OWA for Manitok’s proportionate share of the abandonment and/or reclamation costs, once the work is completed.

12. On August 30, 2019, the AER designated the approximately 411 wells and 58 facilities that were the subject of the August 2019 EPO as “orphan” and directed the OWA to reclaim those sites.

13. On January 29, 2020, the AER issued an Environmental Protection Order (the “January 2020 EPO”) to Manitok pursuant to sections 140 and 241 of EPEA. The general effect of the January 2020 EPO was to order the reclamation of two wells that were not included in the August 2019 EPO. Attached and marked as Exhibit “D” to this Affidavit is a copy of the January 2020 EPO.

14. On April 9, 2020, the AER issued an Order (the "April 2020 Abandonment Order") pursuant to sections 25 and 27 of the OGCA. The general effect of the April 2020 Abandonment Order was to identify a further facility where there was a WIP that was not included in the August 2019 Abandonment Order. The WIP of the associated site was directed to shut in and abandon that site if the WIP did not wish to have the associated AER licence transferred into its name. Attached and marked as Exhibit "E" to this Affidavit is a copy of the April 2020 Abandonment Order.

15. On April 9, 2020, the AER issued an Environmental Protection Order (the "April 2020 EPO") to Manitok and a further WIP pursuant to sections 140 and 241 of EPEA over 19 wells and 9 facilities licensed to Manitok. The general effect of the April 2020 EPO was to direct the licensee and the WIP to conserve and reclaim those sites that had not been included in the August 2019 EPO. Attached and marked as Exhibit "F" to this Affidavit is a copy of the April 2020 EPO.

16. On June 8, 2020, the AER directed the OWA to reclaim the sites that were the subject of the April 2020 EPO.

17. Pursuant to the Court's Third and Fourth Interim Distribution Orders on October 16, 2019, and the confidential distribution agreement entered into between the National Bank of Canada and the AER, the AER received the distribution of some funds from the sales of the Manitok assets. These funds will be held in trust by the AER for Manitok and applied against the costs incurred by the OWA in abandoning and reclaiming those Manitok assets that were orphaned to them, or where the OWA has reimbursed the WIP for Manitok's proportionate share of abandonment and/or reclamation costs incurred. As the Receiver advised in its 15<sup>th</sup> Report, total realizations from the Receivership will be substantially less than the cost of satisfying the end of life obligations associated with the Unsold Assets. At present, Manitok's deemed liability associated with their remaining unsold assets is \$44.5 Million.

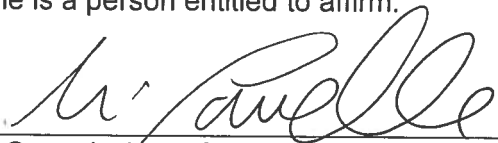
18. The AER first looks to the licensee of record to address regulatory obligations, including abandonment and reclamation of its licensed assets. Pursuant to the Supreme Court of Canada's decision in *Orphan Well Association v. Grant Thornton Ltd.* 2019 SCC 5, where a licensee becomes insolvent, the AER would look first to the estate proceeds to address the licensee's remaining environmental obligations. Only where the estate proceeds are inadequate to address the licensee's end of life obligations will the use of the "orphan fund" under s. 70 of the OGCA be considered. The AER views the use of the "orphan fund" as a "last resort," and works to ensure

companies who profited from their wells and pipelines, including remaining WIPs, are responsible first for cleaning them up. This goes to the heart of the "polluter pays" principle.

19. I make this Affidavit in response to an Application for a determination on the issue of priority of Lien Claims by the Receiver of Manitok, Alvarez & Marsal Canada Inc.

Affirmed before me at the City of Calgary, )  
in the Province of Alberta, this 7th day of )  
October, 2020. )

I certify that Laura Chant satisfied me that  
she is a person entitled to affirm.

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

MARIA E. LAVELLE  
BARRISTER & SOLICITOR  
ALBERTA ENERGY REGULATOR

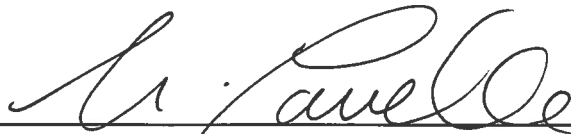


\_\_\_\_\_  
LAURA CHANT

This is Exhibit "A" referred to in the

Affidavit of Laura Chant

affirmed before me this 7<sup>th</sup> day of October, 2020

A handwritten signature in cursive script, appearing to read "M. Lavelle", written over a horizontal line.

A Notary Public or Commissioner for Oaths in and for Alberta

Maria E. Lavelle  
Barrister and Solicitor  
Alberta Energy Regulator



Province of Alberta

# **OIL AND GAS CONSERVATION ACT**

**Revised Statutes of Alberta 2000  
Chapter O-6**

**Current as of June 15, 2020**

**Office Consolidation**

**Published by Alberta Queen's Printer**

**Alberta Queen's Printer  
Suite 700, Park Plaza  
10611 - 98 Avenue  
Edmonton, AB T5K 2P7  
Phone: 780-427-4952  
Fax: 780-452-0668**

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- (y) "gas" means raw gas, synthetic coal gas or marketable gas or any constituent of raw gas, synthetic coal gas, condensate, crude bitumen or crude oil that is recovered in processing and that is gaseous at the conditions under which its volume is measured or estimated;
- (z) "helium" means, in addition to its normal scientific meaning, a mixture mainly of helium that ordinarily may contain some nitrogen and methane;
- (aa) "holding" means an area established as a holding pursuant to the regulations or rules;
- (aa.001) "impairment or damage" means impairment or damage that results in or could reasonably be expected to result in harm to the integrity of a well or facility or harm to the environment, human health or safety or property;
- (aa.01) "in situ coal scheme" means an in situ coal scheme as defined in the *Coal Conservation Act*;
- (aa.1) "large facility" means a facility that is
  - (i) a central processing facility as defined in the rules made under the *Oil Sands Conservation Act* with a Regulator approved design capacity of 5000 cubic metres or more per day,
  - (ii) an oil sands upgrader integrated into a central processing facility as defined in the rules made under the *Oil Sands Conservation Act* with a Regulator approved design capacity of 5000 cubic metres or more per day,
  - (iii) a processing plant designated by the Regulator as a stand alone straddle plant, or
  - (iv) a gas processing plant that has or has had sulphur recovery, with a sulphur inlet of one tonne or more per day;
- (bb) "licence" means a licence granted pursuant to this Act or any predecessor of this Act or a regulation under any of them or rules under this Act;
- (cc) "licensee" means the holder of a licence according to the records of the Regulator and includes a receiver, receiver-manager, trustee or liquidator of property of a licensee;



Province of Alberta

## **PIPELINE ACT**

**Revised Statutes of Alberta 2000  
Chapter P-15**

**Current as of June 15, 2020**

**Office Consolidation**

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to the integrity of a pipeline, well or facility or harm to the environment, human health or safety or property;

(l) "installation" means

- (i) any equipment, apparatus, mechanism, machinery or instrument incidental to the operation of a pipeline, and
- (ii) any building or structure that houses or protects anything referred to in subclause (i),

but does not include a refinery, processing plant, marketing plant or manufacturing plant;

(m) "licence" means a licence to construct and operate a pipeline under this Act or a gas utility pipeline;

(n) "licensee" means the holder of a licence for a pipeline according to the records of the Regulator or the holder of a licence for purposes of a gas utility pipeline according to the records of the Alberta Utilities Commission and includes a trustee or receiver-manager of the property of a licensee;

(o) "local authority" means a member of the Executive Council or a municipal corporation or a Metis settlement having the administration or the direction, management and control of a road by or under any Act of the Legislature;

(p) "manufacturing plant" means a plant that utilizes a mineral or a substance recovered from a mineral as a component of a product manufactured by the plant;

(q) "marketing plant" means a plant used for the marketing or distribution of a product obtained from the refining, processing or purifying of oil and gas;

(r) "oil" means

- (i) crude oil both before and after it has been subjected to any refining or processing,
- (ii) any hydrocarbon recovered from crude oil, oil sands, natural gas or coal for transmission in a liquid state,
- (iii) liquefied natural gas, and
- (iv) synthetic coal liquid as defined in the *Coal Conservation Act*,



Province of Alberta

# **ENVIRONMENTAL PROTECTION AND ENHANCEMENT ACT**

**Revised Statutes of Alberta 2000  
Chapter E-12**

**Current as of July 23, 2020**

**Office Consolidation**

**Published by Alberta Queen's Printer**

**Alberta Queen's Printer  
Suite 700, Park Plaza  
10611 - 98 Avenue  
Edmonton, AB T5K 2P7  
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- (b) in the absence of any applicable regulations, in the manner and amount the Minister considers appropriate

pay compensation to any person who suffers loss or damage as a direct result of the application of this Division.

1992 cE-13.3 s116

#### Ministerial regulations

**132** The Minister may make regulations regulating and prohibiting the use of a contaminated site or the use of any product that comes from a contaminated site.

1992 cE-13.3 s117

#### Lieutenant Governor In Council regulations

**133** The Lieutenant Governor in Council may make regulations

- (a) authorizing the payment of compensation by the Government for the purposes of section 131, including regulations respecting
  - (i) the circumstances under which compensation will be paid, and
  - (ii) the manner in which a claim for compensation is assessed and made and the determination of the amount payable;
- (b) respecting the manner in which notice is to be provided under sections 126(b) and 130(b).

1992 cE-13.3 s118

## Part 6 Conservation and Reclamation

#### Definitions

**134** In this Part,

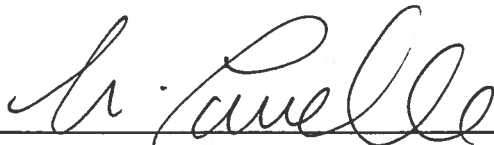
- (a) "expropriation board" means the board, person or other body having the power to order termination of a right of entry order as to the whole or part of the land affected by the order;
- (b) "operator" means
  - (i) an approval or registration holder who carries on or has carried on an activity on or in respect of specified land pursuant to an approval or registration,
  - (ii) any person who carries on or has carried on an activity on or in respect of specified land other than pursuant to an approval or registration,

- (iii) the holder of a licence, approval or permit issued by the Alberta Energy Regulator or the Alberta Utilities Commission for purposes related to the carrying on of an activity on or in respect of specified land,
- (iv) a working interest participant in
  - (A) a well,
  - (B) a mine,
  - (C) a coal processing plant,
  - (D) an oil sands processing plant, or
  - (E) a plant or facility that is subject to the Large Facility Liability Management Program administered by the Alberta Energy Regulator
 on, in or under specified land,
- (v) the holder of a surface lease for purposes related to the carrying on of an activity on or in respect of specified land,
- (vi) a successor, assignee, executor, administrator, receiver, receiver-manager or trustee of a person referred to in any of subclauses (i) to (v), and
- (vii) a person who acts as principal or agent of a person referred to in any of subclauses (i) to (vi);
- (c) "reclamation certificate" means a reclamation certificate issued under this Part;
- (d) "reclamation inquiry" means a reclamation inquiry conducted under this Part;
- (e) "right of entry order" means
  - (i) an order granting right of entry that is made
    - (A) by the Surface Rights Board under the *Surface Rights Act*,
    - (B) under a former Act within the meaning of that term in the *Surface Rights Act*, or
    - (C) by a body that is empowered to grant a right of entry under the *Metis Settlements Act* in respect of land that is located in a settlement area;

This is Exhibit "B" referred to in the

Affidavit of Laura Chant

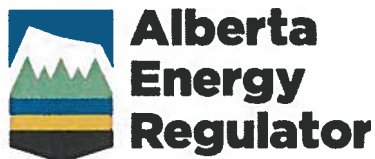
affirmed before me this 7<sup>th</sup> day of October, 2020



---

A Notary Public or Commissioner for Oaths in and for Alberta

Maria E. Lavelle  
Barrister and Solicitor  
Alberta Energy Regulator



## Environmental Protection Order EPO 2019-065

MADE at the City of Calgary, in the  
Province of Alberta, on

**August 12, 2019**

ALBERTA ENERGY REGULATOR

The Alberta Energy Regulator (“AER”), under sections 140 and 241 of the *Environmental Protection and Enhancement Act* (“EPEA” or the “Act”) orders:

**Manitok Energy Inc. (A5M4)**

1600, 421 7 Ave SW  
Calgary, AB T2P 4K9  
 (“the Licensee”)

WHEREAS the Licensee was licensed or otherwise authorized by the AER to operate the wells on the land as legally described in Appendix 1 (the “Sites”);

WHEREAS the Licensee is an “operator” as defined in s. 134(b) of *EPEA*;

WHEREAS the Licensee’s status on the Alberta Corporate Registry is Active as of August 9, 2019;

WHEREAS on August 1, 2019, 232 wells, 36 facilities and 101 pipelines held by the Licensee were designated orphan;

WHEREAS the Sites are “specified land” as defined in s. 134(f) of the Act and s. 1(t) of the *Conservation and Reclamation Regulation*;

WHEREAS section 137 of *EPEA* states that an operator must conserve and reclaim specified land;

WHEREAS reclamation certificates have not been issued for the Sites pursuant to s. 138 of the Act;

WHEREAS Kaitlin Szacki, Manager, Orphaning and Insolvency (the Manager) has the authority to issue environmental protection orders under sections 140 and 241 of *EPEA*;

WHEREAS the Manager is of the opinion that the performance of the work described in this Order is necessary to conserve and reclaim the specified land at the Sites;

THEREFORE, I, Kaitlin Szacki, Manager, Orphaning and Insolvency, under sections 140 and 241 of the *Environmental Protection and Enhancement Act*, DO HEREBY ORDER THE FOLLOWING:



1. The Licensee shall submit a plan (the “Reclamation Plan”) to the Manager by August 26, 2019 for the conservation and reclamation of the Sites.
2. The Reclamation Plan for the conservation and reclamation of the Sites shall include the actions that will be taken to reclaim the Sites and obtain reclamation certificates as per section 137 of EPEA,
3. The Reclamation Plan shall include a detailed schedule of implementation for the work required by the Reclamation Plan.
4. The Licensee shall implement the work in the Reclamation Plan in accordance with the schedule of implementation that is approved by the Manager.
5. The Licensee shall apply for reclamation certificates for the Sites once all the work in the Reclamation Plan has been completed.

Dated at the City of Calgary in the Province of Alberta, on the 12<sup>th</sup> day of August, 2019.

<original signed by>

Kaitlin Szacki,  
Manager, Orphaning & Insolvency  
Alberta Energy Regulator

In complying with this order, the party or parties named must obtain all approvals necessary, notwithstanding the above requirements.

This order in no way precludes any enforcement actions being taken regarding this matter under the *Environmental Protection and Enhancement Act* or any other provincial or federal legislation, or by any other regulator with jurisdiction.

All enforcement actions issued by the AER may be subject to a follow-up review to confirm previous commitments have been completed and measures have been implemented, to ensure similar noncompliances are prevented in the future. The AER may request any information that demonstrates steps have been taken to prevent repeat noncompliances from occurring.

Under the *Responsible Energy Development Act*, an eligible person may appeal decisions that meet certain criteria. Eligible persons and appealable decisions are defined in section 36 of the *Responsible Energy Development Act* and section 3.1 of the *Responsible Energy Development Act General Regulation*. If you wish to file a request for regulatory appeal, you must submit your request according to the AER’s requirements. You can find filing requirements and forms on the AER website, [www.aer.ca](http://www.aer.ca), under Applications & Notices: Appeals.

## Appendix 1

Table 1 - Well List

Licence No	UWI	Surface Location	Status	Working Interest Participants	WIP interest
W0005521	00/07-28-079-10W6/0	07-28-079-10W6	Abandoned	MANITOK ENERGY INC.	100.0000
W0010639	00/07-07-001-10W4/0	07-07-001-10W4	Suspension	MANITOK ENERGY INC.	100.0000
W0012414	00/11-19-079-10W6/0	11-19-079-10W6	Suspension	MANITOK ENERGY INC.	100.0000
W0012904	00/07-29-079-11W6/0	07-29-079-11W6	Abandoned	MANITOK ENERGY INC.	100.0000
W0013253	00/07-29-079-10W6/0	07-29-079-10W6	Suspension	MANITOK ENERGY INC.	100.0000
W0016670	00/11-09-067-13W4/0	11-09-067-13W4	Suspension	MANITOK ENERGY INC.	100.0000
W0024657	00/07-32-041-03W5/0	07-32-041-03W5	Suspension	MANITOK ENERGY INC.	100.0000
W0033850	00/10-26-067-13W4/0	10-26-067-13W4	Issued	MANITOK ENERGY INC.	100.0000
W0038560	00/11-14-066-17W4/0	11-14-066-17W4	Issued	MANITOK ENERGY INC.	100.0000
W0038623	00/11-32-066-17W4/0	11-32-066-17W4	Issued	MANITOK ENERGY INC.	100.0000
W0039596	00/10-12-031-09W5/0	10-12-031-09W5	Issued	MANITOK ENERGY INC.	100.0000
W0042951	00/06-29-066-13W4/0	06-29-066-13W4	Suspension	MANITOK ENERGY INC.	100.0000
W0048200	00/07-30-079-10W6/0	07-30-079-10W6	Abandoned	MANITOK ENERGY INC.	100.0000
W0049223	00/07-21-079-08W6/0	07-21-079-08W6	Abandoned	MANITOK ENERGY INC.	100.0000
W0050332	00/05-36-007-15W4/0 00/05-36-007-15W4/2	05-36-007-15W4	Abandoned	MANITOK ENERGY INC.	100.0000
W0051392	00/06-22-079-08W6/0	06-22-079-08W6	Abandoned	MANITOK ENERGY INC.	100.0000
W0052049	00/06-29-010-12W4/0	06-29-010-12W4	Abandoned	MANITOK ENERGY INC.	100.0000
W0053310	00/10-13-095-01W6/0	10-13-095-01W6	Abandoned	MANITOK ENERGY INC.	100.0000
W0055560	00/02-16-011-13W4/0	02-16-011-13W4	Suspension	MANITOK ENERGY INC.	100.0000
W0056654	00/06-04-095-01W6/0	06-04-095-01W6	Suspension	MANITOK ENERGY INC.	100.0000
W0057172	00/10-12-095-01W6/0	10-12-095-01W6	Suspension	MANITOK ENERGY INC.	100.0000
W0060076	02/06-29-066-13W4/0	03-29-066-13W4	Abandoned	MANITOK ENERGY INC.	100.0000
W0063129	00/11-17-069-15W4/0	11-17-069-15W4	Suspension	MANITOK ENERGY INC.	100.0000
W0066602	00/06-23-010-13W4/0	06-23-010-13W4	Abandoned	MANITOK ENERGY INC.	100.0000
W0067294	00/10-27-069-15W4/0	10-27-069-15W4	Abandoned	MANITOK ENERGY INC.	100.0000
W0067864	00/07-21-095-01W6/0	07-21-095-01W6	Issued	MANITOK ENERGY INC.	100.0000
W0068464	00/06-32-095-01W6/0	06-32-095-01W6	Issued	MANITOK ENERGY INC.	100.0000
W0068593	00/07-01-095-01W6/0	07-01-095-01W6	Issued	SYDCO ENERGY INC.	3.571400
W0068593	00/07-01-095-01W6/0	07-01-095-01W6	Issued	MANITOK ENERGY INC.	96.428600
W0073780	00/06-14-095-01W6/0	04-14-095-01W6	Issued	MANITOK ENERGY INC.	100.0000
W0073782	00/06-12-095-01W6/0	05-12-095-01W6	Issued	SYDCO ENERGY INC.	7.142800
W0073782	00/06-12-095-01W6/0	05-12-095-01W6	Issued	MANITOK ENERGY INC.	92.857200
W0074377	00/06-22-095-01W6/0	06-22-095-01W6	Issued	MANITOK ENERGY INC.	100.0000
W0074455	00/07-28-095-01W6/0	02-28-095-01W6	Issued	MANITOK ENERGY INC.	100.0000
W0077325	00/11-03-067-13W4/0	11-03-067-13W4	Issued	MANITOK ENERGY INC.	100.0000
W0078010	00/10-16-011-13W4/0	10-16-011-13W4	Issued	MANITOK ENERGY INC.	100.0000

Licence No	UWI	Surface Location	Status	Working Interest Participants	WIP interest
W0078821	00/06-03-024-22W4/0	06-03-024-22W4	Abandoned	MANITOK ENERGY INC.	100.0000
W0081298	00/04-11-067-13W4/0	04-11-067-13W4	Issued	MANITOK ENERGY INC.	100.0000
W0082828	00/04-07-067-12W4/0	04-07-067-12W4	Suspension	MANITOK ENERGY INC.	100.0000
W0088276	00/06-31-095-01W6/0	06-31-095-01W6	Issued	MANITOK ENERGY INC.	100.0000
W0089581	00/16-33-077-11W6/0	16-33-077-11W6	Suspension	FIREFLY RESOURCES LTD.	3.000000
W0089581	00/16-33-077-11W6/0	16-33-077-11W6	Suspension	HANNA OIL & GAS COMPANY - CANADA ULC	12.000000
W0089581	00/16-33-077-11W6/0	16-33-077-11W6	Suspension	MANITOK ENERGY INC.	85.000000
W0091728	00/02-24-079-10W6/0	02-24-079-10W6	Abandoned	MANITOK ENERGY INC.	100.0000
W0092831	00/06-36-007-15W4/0 00/06-36-007-15W4/2	06-36-007-15W4	Abandoned	MANITOK ENERGY INC.	100.0000
W0093105	00/14-04-011-13W4/0	14-04-011-13W4	Abandoned	MANITOK ENERGY INC.	100.0000
W0093484	00/15-16-011-13W4/0	15-16-011-13W4	Suspension	MANITOK ENERGY INC.	100.0000
W0093958	00/06-35-027-23W4/0	06-35-027-23W4	Issued	MANITOK ENERGY INC.	100.0000
W0094474	00/11-06-070-15W4/0 00/11-06-070-15W4/2	11-06-070-15W4	Amended	MANITOK ENERGY INC.	100.0000
W0100819	00/10-15-095-01W6/0	10-15-095-01W6	Issued	MANITOK ENERGY INC.	100.0000
W0100897	00/16-11-095-01W6/0	16-11-095-01W6	Issued	SYDCO ENERGY INC.	14.285715
W0100897	00/16-11-095-01W6/0	16-11-095-01W6	Issued	MANITOK ENERGY INC.	85.714285
W0101727	02/04-03-014-14W4/0	04-03-014-14W4	Abandoned	MANITOK ENERGY INC.	100.0000
W0102751	00/13-19-023-25W4/0	13-19-023-25W4	Abandoned	MANITOK ENERGY INC.	100.0000
W0103631	00/16-23-042-13W4/0	16-23-042-13W4	Abandoned	MANITOK ENERGY INC.	100.0000
W0105792	00/11-06-067-12W4/0	11-06-067-12W4	Issued	MANITOK ENERGY INC.	100.0000
W0112022	00/07-18-066-13W4/0	07-18-066-13W4	Suspension	MANITOK ENERGY INC.	100.0000
W0120469	00/06-29-085-11W6/0	06-29-085-11W6	Suspension	MANITOK ENERGY INC.	100.0000
W0122937	00/08-16-011-13W4/0	08-16-011-13W4	Abandoned	MANITOK ENERGY INC.	100.0000
W0124334	00/04-08-001-10W4/0	04-08-001-10W4	Issued	MANITOK ENERGY INC.	100.0000
W0126446	00/05-03-014-14W4/0	05-03-014-14W4	Abandoned	MANITOK ENERGY INC.	100.0000
W0126735	00/06-34-079-09W6/0	06-34-079-09W6	Abandoned	MANITOK ENERGY INC.	100.0000
W0127446	00/16-27-079-09W6/0	16-27-079-09W6	Suspension	MANITOK ENERGY INC.	100.0000
W0127554	00/12-03-014-14W4/0	05-03-014-14W4	Abandoned	MANITOK ENERGY INC.	100.0000
W0127793	00/06-26-079-09W6/0	06-26-079-09W6	Abandoned	MANITOK ENERGY INC.	100.0000
W0127975	00/14-03-014-14W4/0	14-03-014-14W4	Abandoned	MANITOK ENERGY INC.	100.0000
W0128155	00/09-04-014-14W4/2 02/08-04-014-14W4/0	08-04-014-14W4	Abandoned	MANITOK ENERGY INC.	100.0000
W0128232	00/14-26-079-09W6/0	14-26-079-09W6	Suspension	MANITOK ENERGY INC.	100.0000
W0128403	02/05-03-014-14W4/2 02/05-03-014-14W4/3 02/05-03-014-14W4/4 02/05-03-014-14W4/5 03/04-03-014-14W4/0	04-03-014-14W4	Abandoned	MANITOK ENERGY INC.	100.0000
W0128595	00/08-34-079-09W6/0	08-34-079-09W6	Suspension	MANITOK ENERGY INC.	100.0000
W0129057	00/08-26-079-09W6/0	08-26-079-09W6	Suspension	MANITOK ENERGY INC.	100.0000

Licence No	UWI	Surface Location	Status	Working Interest Participants	WIP interest
W0129170	00/14-27-079-09W6/0	14-27-079-09W6	Abandoned	MANITOK ENERGY INC.	100.0000
W0129175	00/14-23-079-09W6/0	14-23-079-09W6	Abandoned	MANITOK ENERGY INC.	100.0000
W0129397	00/16-04-014-14W4/0	09-04-014-14W4	Abandoned	MANITOK ENERGY INC.	100.0000
W0129705	00/08-27-079-09W6/0	08-27-079-09W6	Suspension	MANITOK ENERGY INC.	100.0000
W0130224	00/16-26-079-09W6/0	16-26-079-09W6	Abandoned	MANITOK ENERGY INC.	100.0000
W0130465	00/08-35-079-09W6/0	08-35-079-09W6	Abandoned	MANITOK ENERGY INC.	100.0000
W0131336	00/14-34-079-09W6/0	14-34-079-09W6	Suspension	MANITOK ENERGY INC.	100.0000
W0132016	00/14-35-079-09W6/0	14-35-079-09W6	Abandoned	MANITOK ENERGY INC.	100.0000
W0132394	00/14-35-008-09W4/0	14-35-008-09W4	Abandoned	MANITOK ENERGY INC.	100.0000
W0132877	02/08-04-080-09W6/0	08-04-080-09W6	Suspension	MANITOK ENERGY INC.	100.0000
W0134293	00/06-27-010-12W4/0	06-27-010-12W4	Abandoned	MANITOK ENERGY INC.	100.0000
W0136083	00/11-04-011-13W4/0	11-04-011-13W4	Abandoned	MANITOK ENERGY INC.	100.0000
W0136271	00/07-16-011-13W4/0	07-16-011-13W4	Suspension	MANITOK ENERGY INC.	100.0000
W0136836	00/06-28-010-12W4/0	06-28-010-12W4	Abandoned	MANITOK ENERGY INC.	100.0000
W0137431	00/09-16-011-13W4/0 00/09-16-011-13W4/2	09-16-011-13W4	Suspension	MANITOK ENERGY INC.	100.0000
W0137878	00/01-16-011-13W4/0	01-16-011-13W4	Abandoned	MANITOK ENERGY INC.	100.0000
W0138746	04/04-15-011-13W4/0	04-15-011-13W4	Suspension	MANITOK ENERGY INC.	100.0000
W0139635	00/01-09-014-14W4/2 02/08-09-014-14W4/0	07-09-014-14W4	Abandoned	MANITOK ENERGY INC.	100.0000
W0141035	00/03-05-074-04W5/2 00/06-05-074-04W5/3	06-05-074-04W5	Abandoned	MANITOK ENERGY INC.	100.0000
W0141418	00/09-34-009-13W4/0	09-34-009-13W4	Abandoned	MANITOK ENERGY INC.	100.0000
W0143574	00/08-34-009-13W4/0 00/08-34-009-13W4/2	08-34-009-13W4	Abandoned	MANITOK ENERGY INC.	100.0000
W0143755	00/01-04-014-14W4/0	01-04-014-14W4	Abandoned	MANITOK ENERGY INC.	100.0000
W0144570	00/03-30-028-05W4/0	03-30-028-05W4	Abandoned	MANITOK ENERGY INC.	100.0000
W0146686	00/10-12-066-14W4/0	10-12-066-14W4	Abandoned	MANITOK ENERGY INC.	100.0000
W0146972	02/10-36-080-11W6/0	10-36-080-11W6	Abandoned	MANITOK ENERGY INC.	100.0000
W0153234	00/12-23-010-13W4/0	12-23-010-13W4	Abandoned	MANITOK ENERGY INC.	100.0000
W0153500	00/14-10-011-13W4/0	14-10-011-13W4	Abandoned	MANITOK ENERGY INC.	100.0000
W0154619	00/08-18-010-12W4/0	08-18-010-12W4	Abandoned	MANITOK ENERGY INC.	100.0000
W0155130	00/08-17-026-05W5/0	02-17-026-05W5	Suspension	MANITOK ENERGY INC.	100.0000
W0156642	00/14-23-010-13W4/0	14-23-010-13W4	Abandoned	MANITOK ENERGY INC.	100.0000
W0158140	00/13-23-010-13W4/0	13-23-010-13W4	Suspension	MANITOK ENERGY INC.	100.0000
W0158141	00/11-23-010-13W4/0 02/12-23-010-13W4/2	11-23-010-13W4	Abandoned	MANITOK ENERGY INC.	100.0000
W0158142	00/05-23-010-13W4/0	05-23-010-13W4	Abandoned	MANITOK ENERGY INC.	100.0000
W0158352	02/16-34-009-13W4/0	16-34-009-13W4	Abandoned	MANITOK ENERGY INC.	100.0000
W0159583	00/16-22-074-04W5/0	16-22-074-04W5	Abandoned	MANITOK ENERGY INC.	100.0000
W0160128	02/09-34-009-13W4/0 02/09-34-009-13W4/2	09-34-009-13W4	Abandoned	MANITOK ENERGY INC.	100.0000
W0160707	00/01-34-023-23W4/0	01-34-023-23W4	Suspension	MANITOK ENERGY INC.	100.0000
W0160770	00/06-35-079-09W6/0	06-35-079-09W6	Suspension	MANITOK ENERGY INC.	100.0000
W0161176	00/04-24-028-21W4/0	04-24-028-21W4	Suspension	MANITOK ENERGY INC.	100.0000

Licence No	UWI	Surface Location	Status	Working Interest Participants	WIP interest
W0161394	00/06-27-074-04W5/0	06-27-074-04W5	Abandoned	MANITOK ENERGY INC.	100.0000
W0161448	00/11-27-023-23W4/0	11-27-023-23W4	Abandoned	MANITOK ENERGY INC.	100.0000
W0161465	00/16-31-079-09W6/0	16-31-079-09W6	Suspension	MANITOK ENERGY INC.	100.0000
W0162282	00/10-04-075-03W5/0	10-04-075-03W5	Issued	MANITOK ENERGY INC.	100.0000
W0163219	00/14-32-079-09W6/0	14-32-079-09W6	Suspension	MANITOK ENERGY INC.	100.0000
W0164649	00/15-33-012-15W4/0	15-33-012-15W4	Suspension	MANITOK ENERGY INC.	100.0000
W0165639	02/14-09-011-13W4/0	14-09-011-13W4	Suspension	MANITOK ENERGY INC.	100.0000
W0166017	02/14-04-011-13W4/0	14-04-011-13W4	Abandoned	MANITOK ENERGY INC.	100.0000
W0166167	W0/05-03-011-13W4/0	09-04-011-13W4	Suspension	MANITOK ENERGY INC.	100.0000
W0167062	00/06-05-080-09W6/0	06-05-080-09W6	Suspension	MANITOK ENERGY INC.	100.0000
W0167089	02/03-16-011-13W4/0	03-16-011-13W4	Abandoned	MANITOK ENERGY INC.	100.0000
W0167435	00/09-21-074-04W5/0 00/09-21-074-04W5/2	09-21-074-04W5	Abandoned	MANITOK ENERGY INC.	100.0000
W0167493	00/07-09-075-03W5/0	07-09-075-03W5	Abandoned	MANITOK ENERGY INC.	100.0000
W0167517	00/07-26-074-04W5/0	07-26-074-04W5	Abandoned	MANITOK ENERGY INC.	100.0000
W0169407	00/05-35-076-05W5/0	05-35-076-05W5	Abandoned	MANITOK ENERGY INC.	100.0000
W0169672	02/01-23-028-21W4/2 03/07-23-028-21W4/0	08-23-028-21W4	Suspension	MANITOK ENERGY INC.	100.0000
W0169812	00/05-24-028-21W4/0	08-23-028-21W4	Suspension	MANITOK ENERGY INC.	100.0000
W0170286	00/14-13-028-21W4/0	14-13-028-21W4	Suspension	MANITOK ENERGY INC.	100.0000
W0170287	00/13-13-028-21W4/0	14-13-028-21W4	Suspension	MANITOK ENERGY INC.	100.0000
W0170466	00/06-08-081-09W6/0	06-08-081-09W6	Abandoned	MANITOK ENERGY INC.	100.0000
W0170520	00/04-17-085-11W6/0 00/04-17-085-11W6/2	04-17-085-11W6	Abandoned	MANITOK ENERGY INC.	100.0000
W0170975	00/15-08-081-07W6/0	15-08-081-07W6	Abandoned	MANITOK ENERGY INC.	100.0000
W0173302	00/07-08-075-03W5/0	07-08-075-03W5	Abandoned	MANITOK ENERGY INC.	100.0000
W0174161	00/01-12-028-21W4/0	01-12-028-21W4	Suspension	MANITOK ENERGY INC.	100.0000
W0174174	00/01-25-028-21W4/0	16-24-028-21W4	Abandoned	MANITOK ENERGY INC.	100.0000
W0176262	00/15-14-028-21W4/0 02/16-14-028-21W4/2	14-14-028-21W4	Suspension	MANITOK ENERGY INC.	100.0000
W0176263	00/11-13-028-21W4/0 03/06-13-028-21W4/2	09-14-028-21W4	Suspension	MANITOK ENERGY INC.	100.0000
W0176440	00/16-14-028-21W4/0	09-14-028-21W4	Suspension	MANITOK ENERGY INC.	100.0000
W0178202	00/06-07-028-20W4/0	12-07-028-20W4	Suspension	MANITOK ENERGY INC.	100.0000
W0178203	00/12-07-028-20W4/0	12-07-028-20W4	Suspension	MANITOK ENERGY INC.	100.0000
W0178204	00/08-12-028-21W4/0	12-07-028-20W4	Suspension	MANITOK ENERGY INC.	100.0000
W0179421	02/06-23-010-13W4/0	06-23-010-13W4	Suspension	MANITOK ENERGY INC.	100.0000
W0179469	00/10-35-027-23W4/0	10-35-027-23W4	Issued	MANITOK ENERGY INC.	100.0000
W0179565	03/12-23-010-13W4/0	12-23-010-13W4	Abandoned	MANITOK ENERGY INC.	100.0000
W0179596	02/14-23-010-13W4/0	14-23-010-13W4	Abandoned	MANITOK ENERGY INC.	100.0000
W0180371	00/04-16-023-23W4/0	16-08-023-23W4	Abandoned	MANITOK ENERGY INC.	100.0000
W0182027	00/02-07-028-20W4/0	02-07-028-20W4	Suspension	MANITOK ENERGY INC.	100.0000
W0182914	00/10-21-069-15W4/0	10-21-069-15W4	Suspension	MANITOK ENERGY INC.	100.0000
W0182915	00/09-22-069-15W4/0	09-22-069-15W4	Issued	MANITOK ENERGY INC.	100.0000

Licence No	UWI	Surface Location	Status	Working Interest Participants	WIP interest
W0183068	S0/03-01-028-22W4/0	15-36-027-22W4	Suspension	MANITOK ENERGY INC.	100.0000
W0183804	00/05-02-028-22W4/0	05-02-028-22W4	Suspension	MANITOK ENERGY INC.	100.0000
W0185380	02/06-04-001-11W4/0	06-04-001-11W4	Abandoned	MANITOK ENERGY INC.	100.0000
W0185759	00/13-12-028-21W4/0	11-12-028-21W4	Suspension	MANITOK ENERGY INC.	100.0000
W0185760	02/11-12-028-21W4/0	11-12-028-21W4	Suspension	MANITOK ENERGY INC.	100.0000
W0186177	00/11-30-029-06W4/0	11-30-029-06W4	Abandoned	MANITOK ENERGY INC.	100.0000
W0191675	02/06-09-011-13W4/0	06-09-011-13W4	Abandoned	MANITOK ENERGY INC.	100.0000
W0191978	00/11-23-069-15W4/0	11-23-069-15W4	Suspension	MANITOK ENERGY INC.	100.0000
W0191995	00/11-21-069-15W4/0	11-21-069-15W4	Abandoned	MANITOK ENERGY INC.	100.0000
W0193874	00/06-16-075-03W5/0	06-16-075-03W5	Abandoned	MANITOK ENERGY INC.	100.0000
W0193875	00/08-15-075-03W5/0	08-15-075-03W5	Abandoned	MANITOK ENERGY INC.	100.0000
W0196169	00/01-24-009-12W4/0	01-24-009-12W4	Abandoned	NEO EXPLORATION INC.	30.0000
W0196169	00/01-24-009-12W4/0	01-24-009-12W4	Abandoned	MANITOK ENERGY INC.	70.0000
W0196938	00/15-21-026-02W4/0	15-21-026-02W4	Abandoned	MANITOK ENERGY INC.	100.0000
W0201304	03/14-23-010-13W4/0	14-23-010-13W4	Abandoned	MANITOK ENERGY INC.	100.0000
W0201679	04/12-23-010-13W4/0	12-23-010-13W4	Abandoned	MANITOK ENERGY INC.	100.0000
W0201742	00/11-09-011-13W4/0	11-09-011-13W4	Suspension	MANITOK ENERGY INC.	100.0000
W0202387	00/16-30-079-10W6/0	16-30-079-10W6	Abandoned	MANITOK ENERGY INC.	100.0000
W0204554	00/16-18-016-22W4/0	16-18-016-22W4	Abandoned	MANITOK ENERGY INC.	100.0000
W0204915	00/08-05-029-05W5/0	01-05-029-05W5	Suspension	MANITOK ENERGY INC.	100.0000
W0205032	00/11-22-026-02W4/0	11-22-026-02W4	Abandoned	MANITOK ENERGY INC.	100.0000
W0206031	00/11-08-014-22W4/0	11-08-014-22W4	Abandoned	MANITOK ENERGY INC.	100.0000
W0206123	00/02-31-024-27W4/0	14-30-024-27W4	Abandoned	MANITOK ENERGY INC.	100.0000
W0206408	00/06-18-053-05W4/0	06-18-053-05W4	Issued	MANITOK ENERGY INC.	100.0000
W0208163	02/11-08-014-22W4/0	11-08-014-22W4	Abandoned	MANITOK ENERGY INC.	100.0000
W0208712	00/09-15-069-15W4/0 00/09-15-069-15W4/2	09-15-069-15W4	Abandoned	MANITOK ENERGY INC.	100.0000
W0208805	00/05-15-069-15W4/0	12-15-069-15W4	Issued	MANITOK ENERGY INC.	100.0000
W0209883	00/03-27-009-13W4/0	03-27-009-13W4	Abandoned	MANITOK ENERGY INC.	100.0000
W0211930	00/15-01-069-15W4/0	15-01-069-15W4	Suspension	MANITOK ENERGY INC.	100.0000
W0212170	00/03-14-069-15W4/0	03-14-069-15W4	Issued	MANITOK ENERGY INC.	100.0000
W0212288	00/13-05-070-15W4/0	13-05-070-15W4	Suspension	MANITOK ENERGY INC.	100.0000
W0212349	00/07-33-028-21W4/0	12-34-028-21W4	Suspension	MANITOK ENERGY INC.	100.0000
W0212683	00/09-26-027-21W4/0	09-26-027-21W4	Suspension	MANITOK ENERGY INC.	100.0000
W0216138	00/01-27-028-05W5/0	01-27-028-05W5	Abandoned	MANITOK ENERGY INC.	100.0000
W0217111	00/08-28-066-17W4/0	08-28-066-17W4	Issued	MANITOK ENERGY INC.	100.0000
W0217267	02/10-21-066-17W4/0	10-21-066-17W4	Issued	MANITOK ENERGY INC.	100.0000
W0217748	00/02-27-009-13W4/0	02-27-009-13W4	Abandoned	MANITOK ENERGY INC.	100.0000
W0218311	00/14-11-094-01W6/0	14-11-094-01W6	Issued	MANITOK ENERGY INC.	100.0000
W0218697	00/04-10-049-18W5/2 00/06-10-049-18W5/0	06-10-049-18W5	Abandoned	MANITOK ENERGY INC.	100.0000
W0218715	00/16-13-029-06W5/0	10-13-029-06W5	Suspension	MANITOK ENERGY INC.	100.0000
W0220012	02/07-09-029-21W4/0	06-09-029-21W4	Suspension	MANITOK ENERGY INC.	100.0000

Licence No	UWI	Surface Location	Status	Working Interest Participants	WIP interest
W0220747	00/08-18-066-17W4/0	08-18-066-17W4	Issued	MANITOK ENERGY INC.	100.0000
W0220748	00/08-31-066-17W4/0	05-32-066-17W4	Issued	MANITOK ENERGY INC.	100.0000
W0221128	00/10-08-075-04W5/0	10-08-075-04W5	Abandoned	MANITOK ENERGY INC.	100.0000
W0222860	02/10-22-008-10W4/0	10-22-008-10W4	Abandoned	UNKOWN	72.250005
W0222860	02/10-22-008-10W4/0	10-22-008-10W4	Abandoned	MANITOK ENERGY INC.	27.749995
W0224370	00/11-16-075-04W5/0	10-16-075-04W5	Abandoned	MANITOK ENERGY INC.	100.0000
W0225631	00/13-16-027-27W4/2 00/16-16-027-27W4/0	16-16-027-27W4	Suspension	MANITOK ENERGY INC.	100.0000
W0226452	00/13-06-031-08W5/0 00/13-06-031-08W5/2	01-12-031-09W5	Suspension	MANITOK ENERGY INC.	100.0000
W0227458	00/02-14-029-06W5/0	03-14-029-06W5	Suspension	MANITOK ENERGY INC.	100.0000
W0227510	00/13-26-001-15W4/0	13-26-001-15W4	Abandoned	MANITOK ENERGY INC.	100.0000
W0228349	00/08-16-075-04W5/0	08-16-075-04W5	Abandoned	MANITOK ENERGY INC.	100.0000
W0228351	02/10-08-075-04W5/0	10-08-075-04W5	Abandoned	MANITOK ENERGY INC.	100.0000
W0228539	02/10-07-066-17W4/0	10-07-066-17W4	Issued	MANITOK ENERGY INC.	100.0000
W0229091	00/06-18-009-11W4/0	06-18-009-11W4	Abandoned	NEO EXPLORATION INC.	17.5000
W0229091	00/06-18-009-11W4/0	06-18-009-11W4	Abandoned	MANITOK ENERGY INC.	82.5000
W0232759	00/13-25-066-18W4/0	14-25-066-18W4	Amended	MANITOK ENERGY INC.	100.0000
W0233517	00/05-11-074-04W5/0	12-11-074-04W5	Abandoned	MANITOK ENERGY INC.	100.0000
W0234383	00/12-09-040-13W4/0	12-09-040-13W4	Abandoned	MANITOK ENERGY INC.	100.0000
W0235567	00/14-33-039-14W4/0	14-33-039-14W4	Abandoned	MANITOK ENERGY INC.	100.0000
W0237124	00/08-16-074-04W5/0	08-16-074-04W5	Abandoned	MANITOK ENERGY INC.	100.0000
W0237436	00/09-08-074-04W5/0	09-08-074-04W5	Abandoned	MANITOK ENERGY INC.	100.0000
W0237771	00/05-10-028-22W4/0	05-10-028-22W4	Issued	MANITOK ENERGY INC.	100.0000
W0239435	00/15-17-034-13W4/0	16-17-034-13W4	Abandoned	MANITOK ENERGY INC.	100.0000
W0239470	00/11-22-074-04W5/0	11-22-074-04W5	Abandoned	MANITOK ENERGY INC.	100.0000
W0239561	00/12-09-011-13W4/0	12-09-011-13W4	Suspension	MANITOK ENERGY INC.	100.0000
W0239865	00/16-30-066-17W4/0	16-30-066-17W4	Issued	MANITOK ENERGY INC.	100.0000
W0240117	00/09-28-009-12W4/0	09-28-009-12W4	Abandoned	MANITOK ENERGY INC.	100.0000
W0240906	02/04-33-008-07W4/0	04-33-008-07W4	Abandoned	TUSCANY ENERGY LTD.	50.0000
W0240906	02/04-33-008-07W4/0	04-33-008-07W4	Abandoned	MANITOK ENERGY INC.	50.0000
W0243117	00/16-35-082-10W6/0	16-35-082-10W6	Abandoned	MANITOK ENERGY INC.	100.0000
W0243206	00/12-05-081-07W6/0	12-05-081-07W6	Abandoned	MANITOK ENERGY INC.	100.0000
W0243589	00/05-19-009-11W4/0	05-19-009-11W4	Abandoned	NEO EXPLORATION INC.	35.0000
W0243589	00/05-19-009-11W4/0	05-19-009-11W4	Abandoned	MANITOK ENERGY INC.	65.0000
W0244521	00/03-08-027-27W4/0	05-08-027-27W4	Abandoned	MANITOK ENERGY INC.	100.0000
W0245847	00/14-22-074-04W5/0	14-22-074-04W5	Abandoned	MANITOK ENERGY INC.	100.0000
W0246303	00/07-07-075-03W5/0	08-07-075-03W5	Abandoned	MANITOK ENERGY INC.	100.0000
W0246305	02/06-16-075-03W5/0	06-16-075-03W5	Abandoned	MANITOK ENERGY INC.	100.0000
W0248159	02/07-02-083-10W6/0	07-02-083-10W6	Abandoned	MANITOK ENERGY INC.	100.0000
W0249110	00/03-25-009-12W4/0	03-25-009-12W4	Abandoned	MANITOK ENERGY INC.	100.0000
W0249440	00/09-04-010-11W4/0	09-04-010-11W4	Abandoned	NEO EXPLORATION	35.0000

Licence No	UWI	Surface Location	Status	Working Interest Participants	WIP interest
				INC.	
W0249440	00/09-04-010-11W4/0	09-04-010-11W4	Abandoned	MANITOK ENERGY INC.	65.0000
W0249448	00/07-08-093-11W5/0	07-08-093-11W5	Abandoned	MANITOK ENERGY INC.	100.0000
W0249497	00/10-10-094-12W5/0	10-10-094-12W5	Abandoned	MANITOK ENERGY INC.	100.0000
W0249799	00/16-11-012-10W4/0	16-11-012-10W4	Suspension	MANITOK ENERGY INC.	100.0000
W0250586	00/03-09-029-21W4/0	06-09-029-21W4	Amended	MANITOK ENERGY INC.	100.0000
W0250681	00/05-01-074-04W5/0	05-01-074-04W5	Abandoned	MANITOK ENERGY INC.	100.0000
W0251089	00/09-35-082-10W6/0	09-35-082-10W6	Abandoned	MANITOK ENERGY INC.	100.0000
W0252897	00/13-09-011-13W4/0	13-09-011-13W4	Abandoned	MANITOK ENERGY INC.	100.0000
W0253646	02/08-16-011-13W4/0	08-16-011-13W4	Suspension	MANITOK ENERGY INC.	100.0000
W0253665	02/02-16-011-13W4/0	02-16-011-13W4	Abandoned	MANITOK ENERGY INC.	100.0000
W0254854	00/16-25-079-06W6/0	09-25-079-06W6	Abandoned	MANITOK ENERGY INC.	100.0000
W0255582	00/12-09-026-21W4/0	14-09-026-21W4	Suspension	MANITOK ENERGY INC.	100.0000
W0255897	00/14-27-074-04W5/0	11-27-074-04W5	Abandoned	MANITOK ENERGY INC.	100.0000
W0256509	00/04-34-009-11W4/0	04-34-009-11W4	Abandoned	MANITOK ENERGY INC.	100.0000
W0259536	00/01-31-037-21W4/0	01-31-037-21W4	Issued	MANITOK ENERGY INC.	100.0000
W0260298	00/04-13-028-21W4/0	13-12-028-21W4	Suspension	MANITOK ENERGY INC.	100.0000
W0261128	00/08-09-029-21W4/0	07-09-029-21W4	Suspension	MANITOK ENERGY INC.	100.0000
W0261506	00/04-16-028-27W4/2 00/12-16-028-27W4/0	12-16-028-27W4	Suspension	MANITOK ENERGY INC.	100.0000
W0261897	00/14-19-072-07W5/0	14-19-072-07W5	Abandoned	MANITOK ENERGY INC.	100.0000
W0262254	00/05-34-012-04W4/0	05-34-012-04W4	Abandoned	MANITOK ENERGY INC.	100.0000
W0263552	00/09-07-028-20W4/0	09-07-028-20W4	Suspension	MANITOK ENERGY INC.	100.0000
W0265570	00/04-36-087-08W5/2	04-36-087-08W5	Issued	MANITOK ENERGY INC.	100.0000
W0267842	02/10-36-087-08W5/0	10-36-087-08W5	Amended	MANITOK ENERGY INC.	100.0000
W0268164	00/10-29-074-04W5/0	10-29-074-04W5	Suspension	MANITOK ENERGY INC.	100.0000
W0268548	00/09-27-024-28W4/0	03-35-024-28W4	Suspension	MANITOK ENERGY INC.	100.0000
W0268594	00/02-06-079-07W6/0	02-06-079-07W6	Abandoned	MANITOK ENERGY INC.	100.0000
W0268706	00/01-34-024-28W4/0	03-35-024-28W4	Suspension	MANITOK ENERGY INC.	100.0000
W0272519	00/13-29-037-21W4/2	13-29-037-21W4	Issued	MANITOK ENERGY INC.	100.0000
W0273681	F1/04-07-001-10W4/3	04-07-001-10W4	Suspension	MANITOK ENERGY INC.	100.0000
W0278795	00/07-03-075-05W5/0 00/07-03-075-05W5/2	06-03-075-05W5	Abandoned	MANITOK ENERGY INC.	100.0000
W0281624	00/10-10-028-22W4/0	10-10-028-22W4	Suspension	MANITOK ENERGY INC.	100.0000
W0282978	00/06-32-085-11W6/0	06-32-085-11W6	Abandoned	MANITOK ENERGY INC.	100.0000
W0282979	00/10-30-085-11W6/0	10-30-085-11W6	Issued	MANITOK ENERGY INC.	100.0000
W0283152	00/16-06-008-08W4/0	16-06-008-08W4	Abandoned	MANITOK ENERGY INC.	100.0000
W0284389	00/05-08-001-10W4/0	04-08-001-10W4	Issued	MANITOK ENERGY INC.	100.0000
W0287356	00/07-27-009-13W4/0	14-22-009-13W4	Abandoned	MANITOK ENERGY INC.	100.0000
W0289242	02/06-04-095-01W6/0	06-04-095-01W6	Suspension	MANITOK ENERGY INC.	100.0000
W0290668	00/10-25-028-22W4/0	10-25-028-22W4	Suspension	MANITOK ENERGY INC.	100.0000
W0292102	00/15-29-037-21W4/0	14-29-037-21W4	Issued	MANITOK ENERGY INC.	100.0000
W0292426	00/16-11-028-21W4/0	16-11-028-21W4	Suspension	MANITOK ENERGY INC.	100.0000
W0292534	00/07-14-028-21W4/0	06-14-028-21W4	Suspension	MANITOK ENERGY INC.	100.0000



Licence No	UWI	Surface Location	Status	Working Interest Participants	WIP interest
W0296128	00/14-11-076-21W5/0	14-11-076-21W5	Abandoned	MANITOK ENERGY INC.	100.0000
W0299252	00/06-11-069-15W4/0	06-11-069-15W4	Suspension	MANITOK ENERGY INC.	100.0000
W0299440	00/16-15-086-11W6/0	16-15-086-11W6	Suspension	MANITOK ENERGY INC.	100.0000
W0302325	00/02-03-086-11W6/0	02-03-086-11W6	Issued	MANITOK ENERGY INC.	100.0000
W0303308	02/05-34-028-21W4/0	12-34-028-21W4	Suspension	MANITOK ENERGY INC.	100.0000
W0306219	00/04-22-074-04W5/0	03-22-074-04W5	Abandoned	MANITOK ENERGY INC.	100.0000
W0308711	02/16-27-049-08W5/0	16-27-049-08W5	Suspension	MANITOK ENERGY INC.	100.0000
W0310203	00/11-02-086-11W6/0	11-02-086-11W6	Abandoned	MANITOK ENERGY INC.	100.0000
W0314680	00/01-08-077-04W5/0	01-08-077-04W5	Abandoned	MANITOK ENERGY INC.	100.0000
W0315111	00/15-03-008-10W4/0	15-03-008-10W4	Abandoned	MANITOK ENERGY INC.	100.0000
W0317240	00/15-30-028-27W4/0	03-30-028-27W4	Suspension	MANITOK ENERGY INC.	100.0000
W0318363	00/11-21-074-04W5/0	11-21-074-04W5	Abandoned	MANITOK ENERGY INC.	100.0000
W0318659	00/01-33-066-17W4/0	01-33-066-17W4	Issued	MANITOK ENERGY INC.	100.0000
W0318662	00/12-19-066-17W4/0	12-19-066-17W4	Issued	MANITOK ENERGY INC.	100.0000
W0319402	00/03-36-027-27W4/0 02/09-36-027-27W4/2	16-25-027-27W4	Amended	MANITOK ENERGY INC.	100.0000
W0319403	02/07-25-027-27W4/0 02/14-25-027-27W4/2	16-25-027-27W4	Suspension	MANITOK ENERGY INC.	100.0000
W0319972	00/08-24-074-03W5/0	08-24-074-03W5	Abandoned	MANITOK ENERGY INC.	100.0000
W0319975	00/01-04-077-03W5/0	01-04-077-03W5	Abandoned	MANITOK ENERGY INC.	100.0000
W0321947	00/13-02-077-05W5/0	13-02-077-05W5	Abandoned	MANITOK ENERGY INC.	100.0000
W0322860	00/01-17-074-04W5/0	04-16-074-04W5	Abandoned	MANITOK ENERGY INC.	100.0000
W0322933	00/13-36-073-03W5/0	13-36-073-03W5	Abandoned	MANITOK ENERGY INC.	100.0000
W0322950	00/15-02-080-10W6/0	15-02-080-10W6	Amended	MANITOK ENERGY INC.	100.0000
W0324490	00/16-09-095-01W6/0	16-09-095-01W6	Issued	SYDCO ENERGY INC.	9.615400
W0324490	00/16-09-095-01W6/0	16-09-095-01W6	Issued	MANITOK ENERGY INC.	90.384600
W0324511	00/13-27-095-01W6/0	13-27-095-01W6	Issued	MANITOK ENERGY INC.	100.0000
W0324635	00/13-16-095-01W6/0	13-16-095-01W6	Issued	MANITOK ENERGY INC.	100.0000
W0324970	02/07-08-093-11W5/0	07-08-093-11W5	Abandoned	MANITOK ENERGY INC.	100.0000
W0324986	00/12-13-074-04W5/0	12-13-074-04W5	Abandoned	MANITOK ENERGY INC.	100.0000
W0325198	00/15-02-095-01W6/0	15-02-095-01W6	Suspension	SYDCO ENERGY INC.	7.142857
W0325198	00/15-02-095-01W6/0	15-02-095-01W6	Suspension	MANITOK ENERGY INC.	92.857143
W0328352	00/02-10-086-11W6/0	02-10-086-11W6	Abandoned	MANITOK ENERGY INC.	100.0000
W0332391	00/11-05-081-12W6/0	05-05-081-12W6	Suspension	MANITOK ENERGY INC.	100.0000
W0333408	02/02-10-086-11W6/0	02-10-086-11W6	Amended	MANITOK ENERGY INC.	100.0000
W0333715	00/08-08-074-04W5/0	09-08-074-04W5	Abandoned	MANITOK ENERGY INC.	100.0000
W0338284	02/01-25-064-14W4/0	01-25-064-14W4	Issued	MANITOK ENERGY INC.	100.0000
W0339871	00/15-22-074-04W5/0	14-22-074-04W5	Abandoned	MANITOK ENERGY INC.	100.0000
W0339896	00/07-25-074-04W5/0	07-25-074-04W5	Issued	MANITOK ENERGY INC.	100.0000
W0339905	02/07-26-074-04W5/0	07-26-074-04W5	Abandoned	MANITOK ENERGY INC.	100.0000
W0342952	00/06-33-061-19W4/0	06-33-061-19W4	Abandoned	MANITOK ENERGY INC.	100.0000
W0345966	00/07-03-086-11W6/0	02-03-086-11W6	Issued	MANITOK ENERGY INC.	100.0000
W0348716	00/07-33-095-01W6/0	07-33-095-01W6	Issued	MANITOK ENERGY INC.	100.0000
W0348827	00/12-23-095-01W6/0	12-23-095-01W6	Issued	MANITOK ENERGY INC.	100.0000

Licence No	UWI	Surface Location	Status	Working Interest Participants	WIP interest
W0348888	00/11-14-074-04W5/0	11-14-074-04W5	Abandoned	MANITOK ENERGY INC.	100.0000
W0348890	00/12-05-075-03W5/0	11-05-075-03W5	Abandoned	MANITOK ENERGY INC.	100.0000
W0351050	00/03-08-086-17W5/0	03-08-086-17W5	Abandoned	MANITOK ENERGY INC.	100.0000
W0351120	00/05-14-095-02W6/0	05-14-095-02W6	Abandoned	MANITOK ENERGY INC.	100.0000
W0352306	00/05-36-074-04W5/0	06-36-074-04W5	Abandoned	MANITOK ENERGY INC.	100.0000
W0353344	00/09-25-074-05W5/0	09-25-074-05W5	Abandoned	MANITOK ENERGY INC.	100.0000
W0353570	00/15-07-064-13W4/0	14-07-064-13W4	Amended	MANITOK ENERGY INC.	100.0000
W0357666	00/05-31-055-13W4/0	08-36-055-14W4	Amended	MANITOK ENERGY INC.	100.0000
W0358303	00/09-31-055-12W4/0	09-31-055-12W4	Suspension	MANITOK ENERGY INC.	100.0000
W0358499	02/07-13-056-14W4/0	07-13-056-14W4	Amended	MANITOK ENERGY INC.	100.0000
W0359120	00/15-06-064-13W4/0	02-07-064-13W4	Issued	MANITOK ENERGY INC.	100.0000
W0359559	00/07-16-074-04W5/0	07-16-074-04W5	Abandoned	MANITOK ENERGY INC.	100.0000
W0361468	00/11-01-041-03W5/0	11-01-041-03W5	Suspension	MANITOK ENERGY INC.	100.0000
W0361770	02/14-06-028-20W4/0	14-06-028-20W4	Issued	MANITOK ENERGY INC.	100.0000
W0362217	00/01-04-008-10W4/0	01-04-008-10W4	Issued	MANITOK ENERGY INC.	100.0000
W0362218	00/09-04-008-10W4/0	09-04-008-10W4	Suspension	MANITOK ENERGY INC.	100.0000
W0362656	00/01-07-001-10W4/0	01-07-001-10W4	Suspension	MANITOK ENERGY INC.	100.0000
W0362932	00/03-07-001-10W4/0	03-07-001-10W4	Suspension	MANITOK ENERGY INC.	100.0000
W0365764	00/09-28-066-17W4/0	09-28-066-17W4	Issued	MANITOK ENERGY INC.	100.0000
W0366872	00/03-05-096-01W6/0	07-05-096-01W6	Amended	MANITOK ENERGY INC.	100.0000
W0366910	00/04-35-073-03W5/0	04-35-073-03W5	Issued	MANITOK ENERGY INC.	100.0000
W0367065	00/01-11-094-01W6/0	01-11-094-01W6	Issued	MANITOK ENERGY INC.	100.0000
W0368286	00/03-12-065-15W4/0	03-12-065-15W4	Issued	MANITOK ENERGY INC.	100.0000
W0368307	00/08-21-074-05W5/0	08-21-074-05W5	Issued	MANITOK ENERGY INC.	100.0000
W0371301	00/03-15-067-18W4/0	03-15-067-18W4	Suspension	MANITOK ENERGY INC.	100.0000
W0377280	00/16-27-066-18W4/0	16-27-066-18W4	Issued	MANITOK ENERGY INC.	100.0000
W0377343	00/15-10-067-18W4/0	02-15-067-18W4	Issued	MANITOK ENERGY INC.	100.0000
W0377403	02/11-25-007-15W4/0	11-25-007-15W4	Abandoned	MANITOK ENERGY INC.	100.0000
W0378464	00/01-04-026-21W4/0	01-04-026-21W4	Suspension	MANITOK ENERGY INC.	100.0000
W0380011	00/08-15-067-18W4/0	09-15-067-18W4	Issued	MANITOK ENERGY INC.	100.0000
W0380759	00/09-20-066-17W4/0	09-20-066-17W4	Abandoned	MANITOK ENERGY INC.	100.0000
W0380935	00/12-25-007-15W4/0	12-25-007-15W4	Suspension	MANITOK ENERGY INC.	100.0000
W0381625	00/08-26-007-15W4/0	08-26-007-15W4	Suspension	MANITOK ENERGY INC.	100.0000
W0382209	00/12-03-067-13W4/0	11-03-067-13W4	Issued	MANITOK ENERGY INC.	100.0000
W0383238	00/02-11-027-27W4/0 02/03-11-027-27W4/2	04-11-027-27W4	Abandoned	MANITOK ENERGY INC.	100.0000
W0383392	00/04-03-094-25W5/0	04-03-094-25W5	Abandoned	MANITOK ENERGY INC.	100.0000
W0383435	00/10-04-095-25W5/0	10-04-095-25W5	Amended	MANITOK ENERGY INC.	100.0000
W0383535	00/05-01-041-03W5/0	05-01-041-03W5	Suspension	MANITOK ENERGY INC.	100.0000
W0384413	00/11-09-086-11W6/0	11-09-086-11W6	Abandoned	MANITOK ENERGY INC.	100.0000
W0384466	00/02-15-086-12W6/0	07-15-086-12W6	Abandoned	MANITOK ENERGY INC.	100.0000
W0384969	00/14-22-095-01W6/0 00/14-22-095-01W6/2	14-22-095-01W6	Suspension	MANITOK ENERGY INC.	100.0000
W0385004	00/15-21-095-01W6/0	15-21-095-01W6	Issued	MANITOK ENERGY INC.	100.0000

Licence No	UWI	Surface Location	Status	Working Interest Participants	WIP interest
W0385557	00/08-36-055-14W4/0	08-36-055-14W4	Amended	MANITOK ENERGY INC.	100.0000
W0385985	00/04-33-095-01W6/0	04-33-095-01W6	Issued	MANITOK ENERGY INC.	100.0000
W0390459	00/02-24-086-11W6/0	02-24-086-11W6	Issued	MANITOK ENERGY INC.	100.0000
W0390973	00/09-18-025-21W4/0	08-18-025-21W4	Suspension	MANITOK ENERGY INC.	100.0000
W0391567	00/01-14-069-15W4/0	01-14-069-15W4	Issued	MANITOK ENERGY INC.	100.0000
W0392681	00/15-24-027-22W4/0	15-24-027-22W4	Suspension	MANITOK ENERGY INC.	100.0000
W0392682	02/02-24-086-11W6/0	02-24-086-11W6	Abandoned	MANITOK ENERGY INC.	100.0000
W0394334	00/01-15-086-11W6/0	01-15-086-11W6	Abandoned	MANITOK ENERGY INC.	100.0000
W0395242	00/03-13-067-13W4/0	03-13-067-13W4	Suspension	MANITOK ENERGY INC.	100.0000
W0396086	00/02-28-024-21W4/0	02-28-024-21W4	Suspension	MANITOK ENERGY INC.	100.0000
W0397231	00/09-17-066-17W4/0	09-17-066-17W4	Issued	MANITOK ENERGY INC.	100.0000
W0397478	00/08-26-007-14W4/0	08-26-007-14W4	Suspension	MANITOK ENERGY INC.	100.0000
W0398688	00/14-32-066-13W4/0	14-32-066-13W4	Issued	MANITOK ENERGY INC.	100.0000
W0399467	00/14-27-027-22W4/0	14-27-027-22W4	Suspension	MANITOK ENERGY INC.	100.0000
W0399909	00/14-23-086-13W6/0	14-23-086-13W6	Issued	MANITOK ENERGY INC.	100.0000
W0400115	00/10-13-028-22W4/0	10-13-028-22W4	Suspension	MANITOK ENERGY INC.	100.0000
W0400255	00/03-12-028-22W4/0	04-12-028-22W4	Issued	MANITOK ENERGY INC.	100.0000
W0400300	00/16-05-067-13W4/0	01-08-067-13W4	Suspension	MANITOK ENERGY INC.	100.0000
W0400393	02/15-34-081-12W6/0	15-34-081-12W6	Suspension	MANITOK ENERGY INC.	100.0000
W0400738	00/04-30-079-10W6/0	04-30-079-10W6	Suspension	MANITOK ENERGY INC.	100.0000
W0400857	02/11-03-067-13W4/0	11-03-067-13W4	Amended	MANITOK ENERGY INC.	100.0000
W0401671	00/01-05-081-09W6/0	01-05-081-09W6	Issued	MANITOK ENERGY INC.	100.0000
W0403224	00/05-30-025-21W4/0	05-30-025-21W4	Suspension	MANITOK ENERGY INC.	100.0000
W0404620	00/06-01-065-15W4/0	06-01-065-15W4	Issued	MANITOK ENERGY INC.	100.0000
W0407153	00/03-26-079-05W5/0	03-26-079-05W5	Issued	MANITOK ENERGY INC.	100.0000
W0412356	00/04-04-050-01W4/0	12-04-050-01W4	Abandoned	MANITOK ENERGY INC.	100.0000
W0412491	02/13-19-023-25W4/0	13-19-023-25W4	Issued	MANITOK ENERGY INC.	100.0000
W0414549	00/05-19-079-09W6/0	05-19-079-09W6	Suspension	MANITOK ENERGY INC.	100.0000
W0415316	00/04-23-063-21W4/0	04-23-063-21W4	Abandoned	MANITOK ENERGY INC.	100.0000
W0415892	03/10-27-014-08W4/0	10-27-014-08W4	Abandoned	MANITOK ENERGY INC.	100.0000
W0416850	02/14-24-028-22W4/0	14-24-028-22W4	Suspension	MANITOK ENERGY INC.	100.0000
W0417167	00/13-29-028-20W4/0	13-29-028-20W4	Abandoned	MANITOK ENERGY INC.	100.0000
W0419025	00/16-02-080-10W6/0	16-02-080-10W6	Suspension	MANITOK ENERGY INC.	100.0000
W0421179	00/05-21-025-23W4/0	05-21-025-23W4	Suspension	MANITOK ENERGY INC.	100.0000
W0436776	03/14-34-049-08W5/2 03/16-27-049-08W5/0	16-27-049-08W5	Suspension	MANITOK ENERGY INC.	100.0000
W0437959	02/03-02-028-22W4/0	14-35-027-22W4	Suspension	MANITOK ENERGY INC.	100.0000
W0444100	00/03-34-027-22W4/0	15-27-027-22W4	Suspension	MANITOK ENERGY INC.	100.0000
W0446819	03/13-27-027-22W4/0	16-28-027-22W4	Suspension	MANITOK ENERGY INC.	100.0000
W0446825	02/16-28-027-22W4/0	16-28-027-22W4	Suspension	MANITOK ENERGY INC.	100.0000
W0449640	02/07-07-028-20W4/0	10-06-028-20W4	Suspension	MANITOK ENERGY INC.	100.0000
W0449641	03/02-12-028-21W4/0	10-06-028-20W4	Suspension	MANITOK ENERGY INC.	100.0000
W0449945	02/06-33-027-21W4/0	06-28-027-21W4	Suspension	MANITOK ENERGY INC.	100.0000

Licence No	UWI	Surface Location	Status	Working Interest Participants	WIP interest
W0451949	00/04-12-028-22W4/0	04-12-028-22W4	Suspension	MANITOK ENERGY INC.	100.0000
W0453264	02/02-34-027-22W4/0	15-27-027-22W4	Suspension	MANITOK ENERGY INC.	100.0000
W0453279	03/02-33-027-22W4/0	01-33-027-22W4	Suspension	MANITOK ENERGY INC.	100.0000
W0454732	00/10-01-028-21W4/0	10-06-028-20W4	Suspension	MANITOK ENERGY INC.	100.0000
W0454979	02/09-18-025-21W4/0	08-18-025-21W4	Suspension	MANITOK ENERGY INC.	100.0000
W0455188	03/12-35-027-22W4/0	13-35-027-22W4	Suspension	MANITOK ENERGY INC.	100.0000
W0455189	03/14-35-027-22W4/0	13-35-027-22W4	Suspension	MANITOK ENERGY INC.	100.0000
W0455192	02/08-34-027-22W4/0	15-27-027-22W4	Suspension	MANITOK ENERGY INC.	100.0000
W0458544	00/01-26-023-22W4/0	16-23-023-22W4	Abandoned	MANITOK ENERGY INC.	100.0000
W0458662	00/12-28-022-21W4/0	08-29-022-21W4	Abandoned	MANITOK ENERGY INC.	100.0000
W0458762	00/07-35-022-22W4/0	06-35-022-22W4	Abandoned	MANITOK ENERGY INC.	100.0000
W0458879	00/09-12-024-23W4/0	07-12-024-23W4	Abandoned	MANITOK ENERGY INC.	100.0000
W0458958	03/10-13-028-22W4/0	11-24-028-22W4	Suspension	MANITOK ENERGY INC.	100.0000
W0459021	00/02-21-022-21W4/0	07-21-022-21W4	Abandoned	MANITOK ENERGY INC.	100.0000
W0459735	00/10-30-022-21W4/0	10-30-022-21W4	Abandoned	MANITOK ENERGY INC.	100.0000
W0459776	00/09-01-021-04W5/0 00/09-01-021-04W5/2 00/16-01-021-04W5/3	16-36-020-04W5	Suspension	MANITOK ENERGY INC.	100.0000
W0460069	00/02-19-025-21W4/0	08-18-025-21W4	Suspension	MANITOK ENERGY INC.	100.0000
W0462067	00/15-30-042-15W5/0	03-30-042-15W5	Suspension	MANITOK ENERGY INC.	100.0000
W0462068	02/15-30-042-15W5/0	03-30-042-15 W5	Suspension	MANITOK ENERGY INC.	100.0000
W0464927	00/03-12-028-23W4/0	03-12-028-23W4	Abandoned	MANITOK ENERGY INC.	100.0000
W0465053	02/06-16-028-24W4/0	06-16-028-24W4	Suspension	MANITOK ENERGY INC.	100.0000
W0465189	00/08-02-028-25W4/0	08-02-028-25W4	Abandoned	MANITOK ENERGY INC.	100.0000
W0465190	00/11-36-028-24W4/0	12-36-028-24W4	Abandoned	MANITOK ENERGY INC.	100.0000
W0465771	00/05-21-025-24W4/0	04-28-025-24W4	Suspension	MANITOK ENERGY INC.	100.0000
W0466010	02/09-07-049-07W5/0	09-12-049-08W5	Suspension	MANITOK ENERGY INC.	100.0000
W0469869	02/05-21-025-24W4/0	04-28-025-24W4	Suspension	MANITOK ENERGY INC.	100.0000
W0470397	02/11-20-025-24W4/0	13-17-025-24W4	Suspension	MANITOK ENERGY INC.	100.0000

Table 2 – Facility List

Licence No	Surface Location	Status
F1389	04-03-014-14W4	Abandoned
F15403	04-31-074-03W5	Abandoned
F15405	09-21-074-04W5	Abandoned
F15406	02-28-074-04W5	Amended
F16433	11-26-079-09W6	Amended
F20155	05-05-070-15W4	Amended
F21763	16-34-009-13W4	Issued

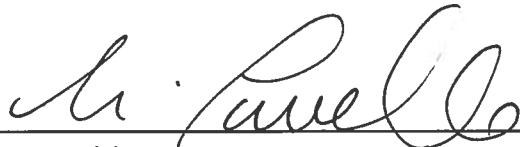
F21943	08-04-011-13W4	Issued
F21956	14-04-011-13W4	Issued
F21985	06-09-011-13W4	Issued
F22001	15-33-012-15W4	Issued
F22726	11-03-067-13W4	Amended
F22727	08-32-067-17W4	Issued
F23640	11-06-070-15W4	Issued
F26865	08-34-009-13W4	Abandoned
F27212	12-16-028-27W4	Issued
F27777	10-21-066-17W4	Abandoned
F293	03-27-009-13W4	Abandoned
F294	08-34-009-13W4	Abandoned
F30293	11-32-066-17W4	Abandoned
F30726	10-36-087-08W5	Issued
F34410	02-03-086-11W6	Issued
F34794	11-05-081-12W6	Issued
F35078	11-04-011-13W4	Abandoned
F35553	01-25-064-14W4	Abandoned
F35860	06-33-061-19W4	Abandoned
F35894	15-19-079-09W6	Issued
F36459	14-07-064-13W4	Abandoned
F36619	06-18-053-05W4	Abandoned
F36727	10-28-059-24W4	Issued
F37032	01-33-066-17W4	Abandoned
F37206	05-32-066-17W4	Abandoned
F37426	08-36-055-14W4	Issued
F37449	09-28-066-17W4	Issued
F37530	12-20-079-09W6	Amended
F37750	03-15-067-18W4	Abandoned
F37798	02-01-095-01W6	Issued
F38366	07-21-095-01W6	Abandoned
F38394	16-27-066-18W4	Abandoned
F38397	02-15-067-18W4	Abandoned
F38509	11-25-007-15W4	Issued
F38622	09-20-066-17W4	Abandoned
F38670	12-25-007-15W4	Issued
F38836	07-13-056-14W4	Issued
F38982	03-12-065-15W4	Abandoned
F39151	01-14-069-15W4	Issued
F39551	01-17-054-20W4	Issued
F39988	08-28-060-26W4	Issued
F39997	08-26-007-14W4	Issued
F40523	06-01-065-15W4	Issued
F41382	04-23-063-21W4	Abandoned
F45615	10-06-028-20W4	Amended
F45889	15-27-027-22W4	Issued

F46204	13-35-027-22W4	Issued
F46716	06-35-022-22W4	Issued
F46755	08-18-025-21W4	Issued
F47451	03-30-042-15W5	Amended
F572	02-16-011-13W4	Issued

This is Exhibit "C" referred to in the

Affidavit of Laura Chant

affirmed before me this 7<sup>th</sup> day of October, 2020



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A Notary Public or Commissioner for Oaths in and for Alberta

Maria E. Lavelle  
Barrister and Solicitor  
Alberta Energy Regulator

MADE at the City of Calgary, in the  
Province of Alberta, on

**August 21, 2019**

ALBERTA ENERGY REGULATOR

The Alberta Energy Regulator (AER), under sections 25 and 27 of the *Oil and Gas Conservation Act* (OGCA) orders:

**Manitok Energy Inc.**

1600, 421 7 Ave SW  
Calgary, AB T2P 4K9

and

Calgary, AB T2P 0H7

557136 Alberta Inc.

4300 Bankers Hall West, 888  
- 3rd Street S.W.  
Calgary, AB T2P 5C5

and

Birchcliff Energy Ltd.  
1000, 600 - 3 Ave SW  
Calgary, AB T2P 0G5

Canlin Energy Corporation

2600, 237 4 Ave SW  
Calgary, AB T2T 5N2

and

and

Acquisition Oil Corp.  
850, 333 - 7 Ave SW  
Calgary, AB T2P 2Z1

and

Bonavista Energy  
Corporation  
1500 - 525 8 Ave SW  
Calgary, AB T2P 1G1

Cardinal Energy Ltd.  
600 - 400 3 Ave SW  
Calgary, AB T2P 4H2

and

and

Albert L'ecuyer  
805 Selkirk  
Pointe-Claire, QC H9R 3S2

and

Bumper Development  
Corporation Ltd.  
3300, 421 7 Ave SW  
Calgary, AB T2P 4K9

Cenovus Energy Inc.  
500 Centre Street SE  
Calgary, AB T2G 1A6

and

Astral Energy Holdings Ltd.  
c/o Dentons Canada LLP  
1500, 850 - 2 St SW  
Calgary, AB T2P 0R8

and

Canadian Natural Resources  
Ltd. &  
Canadian Natural Resources  
Northern Alberta Partnership  
2500, 855 - 2 Street SW  
Calgary, AB T2P 4J8

Chair Resources Inc.  
c/o Trimble Engineering  
Associates Ltd.  
2200, 801 - 6 Avenue SW  
Calgary, AB T2P 3W2

and

and

Arc Resources Ltd.  
1200 - 308 4 Ave SW

Chinook Energy Inc.  
1610, 222 3 Ave SW  
Calgary, AB T2R 0B4

and

and



City Of Medicine Hat c/o Natural Gas & Petroleum Resources Department 580 First Street SE Medicine Hat, AB T1A 8E6	First West Petroleum Inc. 3700, 400 3 Ave SW Calgary, AB T2P 4H2	and
		Harvest Operations Corp. 1500 - 700 2 St SW Calgary, AB T2P 2W1
and		
Clearview Resources Ltd. 2400, 635 8 Ave SW Calgary, AB T2P 3M3	Franco-Nevada Corporation 199 Bay Street, Suite 2000 Commerce Court West Toronto, ON M5L 1G9	and
		Head First Energy Inc. 118 Springbluff Blvd SW Calgary, AB T3H 4V3
and		
Nexen Crossfield Partnership c/o Cnooc Petroleum North America ULC Suite 2300, 500 Centre Street S.E. Calgary, AB T2G 1A6	Freehold Royalties Ltd. 400, 144 - 4 Avenue SW Calgary, AB T2P 3N4	and
		Houston Oil & Gas Ltd. 800, 903 - 8 Ave SW Calgary, AB T2P 0P7
and		
	Gain Energy Ltd. 520 - 3 Ave SW, 30th Floor Calgary, AB T2P 0R3	and
		Husky Oil Operations Limited PO Box 6525 Stn D, 707 - 8 Ave SW Calgary, AB T2P 3G7
Cycle Energy Ltd. 820, 717 7 Ave SW Calgary, AB T2P 2Z3		
	Gear Energy Ltd. 2600, 240 - 4 Ave SW Calgary , AB T2P 4H4	and
		Jay-Two Resources Ltd 67 Varsity Ridge Terrace NW Calgary, AB T3A 4Y2
Enercana Investment Corporation 7675 Elkton Dr SW Calgary, AB T3H 3X3	and	
	Glen Isle Exploration Ltd. 3300, 205-5 Ave SW Calgary, AB T2P 2V7	and
and		
Enercapita Energy Ltd 600-435 4 Ave SW Calgary, AB T2P 3A8	and	Journey Energy Inc. 700, 517 10 Ave SW Calgary, AB T2R 0A8
	Glenogle Energy Inc. 1400 - 444 5 Ave SW Calgary, AB T2P 2T8	and
and		
Exxonmobil Canada Energy c/o ExxonMobil Canada Ltd. PO Box 2480 Stn M Calgary, AB T2P 3M9	and	Kelt Exploration Ltd. 300 - 311 6 Ave SW Calgary, AB T2P 3H2
	Golden Prairie Energy Ltd. c/o Borden Ladner Gervais LLP 1900, 520 - 3rd Avenue SW Calgary, AB T2P 0R3	and
and		Lenalta Holdings Ltd.

3200, 10180 - 101 Street  
Edmonton, AB T5J 3W8

and

Lintus Resources Limited  
Suite 3700, 400 3rd Avenue  
SW  
Calgary, AB T2P 4H2

and

Longshore Resources Ltd.  
555, 605 5 Ave SW  
Calgary, AB T2P 3H5

and

Mead Resources Inc.  
900, 332 6TH Avenue SW  
Calgary, AB T2P 0B2

and

Muddy Petroleum Company  
Ltd.  
910 - 500 4 Ave SW  
Calgary, AB T2P 2V6

and

NAL Resources Limited  
600, 550 - 6 Ave SW  
Calgary, AB T2P 0S2

and

Odin Capital Inc.  
1600, 421 - 7<sup>th</sup> Avenue SW  
Calgary, AB T2P 4K9

and

Paramount Resources Ltd.  
2800, 421 - 7 Ave SW  
Calgary, AB T2P 4K9

and

Perpetual Operating Corp.  
3200, 605 5 Ave SW  
Calgary, AB T2P 3H5

and

Petrocapita Oil And Gas L.P.  
c/o Hudson & Company  
200, 625 11 Ave SW  
Calgary, AB T2R 0E1

and

Petrus Resources Corp.  
2400 - 240 4 Ave SW  
Calgary, AB T2P 4H4

and

Pine Cliff Energy Ltd.  
850, 1015 - 4 Street SW  
Calgary, AB T2R 1J4

and

Questfire Energy Corp.  
1100, 350 7 Ave SW  
Calgary, AB T2P 3N9

and

Redeagle Resources Ltd.  
400, 444 - 7 Avenue SW  
Calgary, AB T2P 0X8

and

Rising Star Resources Ltd.  
1000, 500 - 4 Ave SW  
Calgary, AB T2P 2V6

and

Sanling Energy Ltd.  
1700, 250 - 2 Street SW  
Calgary, AB T2P 0C1

and

and

Signalta Resources Limited  
700 - 840 6 Ave SW  
Calgary, AB T2P 3E5

and

Sounder Petroleum Ltd.  
4th Floor, 4943 - 50 Street  
Red Deer, AB T4N 1Y1

and

Starchild Energy Systems  
Ltd.  
PO Box 67059 Northland  
Village  
Calgary, AB T2L 2L2

and

Summerland Energy Inc.  
PO Box 13034 Centennial  
PO  
Calgary, AB T2P 0Y2

and

Surge Energy Inc.  
4000, 421 - 7 Avenue SW  
Calgary, AB T2P 4K9

and

Sutton Energy Ltd.  
PO Box 21145 RPO  
Dominion Drugs  
Calgary, AB T2P 4H5

and

TAQA North Ltd.  
2100 - 308 4 Ave SW  
Calgary, AB T2P 0H7

and

Tidewater Midstream And  
Infrastructure Ltd.  
900, 222 - 3 Ave SW  
Calgary, AB T2P 0B4

Vermilion Energy Inc.  
3500 - 520 3 Ave SW  
Calgary, AB T2P 0R3

Whitecap Resources Inc.  
3800 - 525 8 Ave SW  
Calgary, AB T2P 1G1

and

and

and

Verity Energy Ltd.  
2248 9 Ave SE  
Calgary, AB T2G 5P7

W.F. Brown Exploration Ltd.  
4500, 855 – 2 Street S.W  
Calgary, AB T2P 4K7

Winslow Resources Inc.  
1220, 407 - 2 Street SW  
Calgary, AB T2P 2Y3

and

and

Wrangler Management Ltd.  
1600, 421 – 7 Avenue SW  
Calgary, AB T2P 4K9

501, 888 - 4 Ave SW  
Calgary, AB T2P 0V2

and

and

and

Zargon Oil & Gas Ltd.  
1100, 112 - 4 Ave SW  
Calgary, AB T2P 0H3

Wxw Energy Inc.

Yoho Resources Inc.  
500, 521 - 3 Ave SW  
Calgary, AB T2P 3T3

**(collectively, “the Parties”)**

WHEREAS Manitok Energy Inc. (Licensee) is the licensee of Alberta Energy Regulator (AER) well, and facility licences listed in Appendix A (Manitok Licences);

Whereas the Licensee is the operator of the sites (the Manitok Sites) associated with the Manitok Licences;

WHEREAS the Parties identified in this Order are working interest participants in the Manitok Licences;

WHEREAS Alvarez & Marsal Canada Inc. was appointed as Receiver-Manager (Receiver) on February 20, 2018 pursuant to the *Bankruptcy and Insolvency Act*;

WHEREAS the Receiver obtained partial discharge on July 9, 2019 over certain AER licensed assets of Licensee and the Receiver is not providing control or possession over the Manitok Sites;

WHEREAS the AER is of the opinion that the Licensee is unable to operate or to provide care and custody of the Manitok Sites;

WHEREAS the AER considers it necessary to issue an order to ensure public safety and protect the environment;

WHEREAS Petrocapita Oil and Gas L.P. is a working interest participant in AER well licenses W 0066163, W0076698, W 0076833, W 0078012, W 0079925, W 0103316, W 0130875, W 0224904, W 0245524, W 0250584, W 0250588, W 0258797, W 0278554, W 0315675, W 0338256, W 0338818, W 338935, W 339130, and W 356726 respectively;

WHEREAS a receiver has been appointed over Petrocapita Oil and Gas L.P. pursuant to the *Bankruptcy and Insolvency Act*;

Whereas Trevor Gosselin, Director, Licensee Management, has been appointed a Director for the purposes of issuing orders under the *OCGA*;

Therefore, I, Trevor Gosselin, under sections 25 and 27 of the *OGCA*, DO HEREBY ORDER the following:

1. All of the Manitok Licenses are hereby suspended;
2. Any containment devices or equipment including but not limited to tanks, vessels, pipelines, lease piping, sumps, drains, tubs, containers, pits, or containment rings on any of the Manitok Sites must be depressurized, emptied, and rendered safe in a manner acceptable to the AER no later than September 4, 2019;
3. Any fluids located on any of the Manitok Sites must be immediately removed and stored or disposed of in a manner acceptable to the AER no later than September 4, 2019;
4. Any hazards on any of the Manitok Sites that present a risk to public safety or the environment, must be reported and addressed in a manner acceptable to the AER no later than September 4, 2019;
5. All wells listed in Table 1 of Appendix A must be shut in, sealed, locked and chained in a manner acceptable to the AER no later than September 4, 2019;
6. The Parties have **60 Days** from the date of this Order to:
  - a. Notify the AER of the working interest participant's intention to apply for a transfer of the Manitok Licence(s) in which they are a working interest participant, and advise if they are providing care and custody, including emergency response, of the Manitok Sites; or
  - b. Submit an abandonment plan to the AER for approval that sets out the date by which the working interest participant will complete abandonment of any Manitok sites listed in Appendix A in which they are a working interest participant;
    - i. Upon approval of the Abandonment Plan by the AER, the Parties shall abandon all wells and/or facilities in which they are a working interest participant.
    - ii. The Parties may submit amendments to the Abandonment Plan, for approval by the AER.
    - iii. Upon written request of the AER, the Parties shall amend the Abandonment Plan.
7. When complying with section 6 of this Order, the Parties shall submit all applicable documentation confirming completion of abandonment operations, including confirmation of surface abandonment and removal of cement pads, debris, and produced liquids associated with the wells and facilities listed in Appendix A.

8. Pursuant to section 101 of the *OGCA*, the Parties, and their agents, are entitled to have access to and may enter on the land and any structures on the land concerned for the purposes of carrying out activities contemplated in this Order.
9. The Order is stayed in respect of well licenses W 0066163, W0076698, W 0076833, W 0078012, W 0079925, W 0103316, W 0130875, W 0224904, W 0245524, W 0250584, W 0250588, W 0258797, W 0278554, W 0315675, W 0338256, W 0338818, W 338935, W 339130, and W 356726 respectively, where Petrocapita Oil and Gas L.P. is a working interest participant, until such time as the AER advises otherwise.

Dated at the City of Calgary in the Province of Alberta, the 21<sup>st</sup> day of August, 2019.

*<original signed by>*

Trevor Gosselin  
Director, Licensee Management, Closure & Liability  
Alberta Energy Regulator

In complying with this order, the party or parties named must obtain all approvals necessary, notwithstanding the above requirements.

This order in no way precludes any enforcement actions being taken regarding this matter under the *Oil and Gas Conservation Act* or any other provincial or federal legislation, or by any other regulator with jurisdiction.

All enforcement actions issued by the AER may be subject to a follow-up review to confirm previous commitments have been completed and measures have been implemented, to ensure similar noncompliances are prevented in the future. The AER may request any information that demonstrates steps have been taken to prevent repeat noncompliances from occurring.

Under the *Responsible Energy Development Act*, an eligible person may appeal decisions that meet certain criteria. Eligible persons and appealable decisions are defined in section 36 of the *Responsible Energy Development Act* and section 3.1 of the *Responsible Energy Development Act General Regulation*. If you wish to file a request for regulatory appeal, you must submit your request according to the AER's requirements. You can find filing requirements and forms on the AER website, [www.aer.ca](http://www.aer.ca), under Applications & Notices: Appeals.

## Appendix A

Table 1 – Well Licences

Well Licence	Surface location	WIP name	Percent Interest	Licence Status
W0002689	05-01-049-25W4	LENALTA HOLDINGS LTD.	2.000000	Amended
W0002689	05-01-049-25W4	MANITOK ENERGY INC.	98.000000	Amended
W0017624	10-01-041-03W5	NAL RESOURCES LIMITED	5.250000	Suspension
W0017624	10-01-041-03W5	MANITOK ENERGY INC.	82.250000	Suspension
W0017624	10-01-041-03W5	FREEHOLD ROYALTIES PARTNERSHIP c/o FREEHOLD ROYALTIES LTD.	12.500000	Suspension
W0020081	10-10-041-03W5	WRANGLER MANAGEMENT LTD.	1.250000	Suspension
W0020081	10-10-041-03W5	SIGNALTA RESOURCES LIMITED	26.000000	Suspension
W0020081	10-10-041-03W5	NAL RESOURCES LIMITED	6.250000	Suspension
W0020081	10-10-041-03W5	CENOVUS ENERGY INC.	25.000000	Suspension
W0020081	10-10-041-03W5	MANITOK ENERGY INC.	37.250000	Suspension
W0020081	10-10-041-03W5	FREEHOLD ROYALTIES PARTNERSHIP c/o FREEHOLD ROYALTIES LTD.	4.250000	Suspension
W0026515	11-11-041-03W5	MANITOK ENERGY INC.	37.250000	Suspension
W0026515	11-11-041-03W5	FREEHOLD ROYALTIES PARTNERSHIP c/o FREEHOLD ROYALTIES LTD.	4.250000	Suspension
W0026515	11-11-041-03W5	GAIN ENERGY LTD.	58.500000	Suspension
W0031486	10-35-072-04W5	PARAMOUNT RESOURCES LTD.	35.000000	Suspension
W0031486	10-35-072-04W5	MANITOK ENERGY INC.	31.660000	Suspension
W0031486	10-35-072-04W5	QUESTFIRE ENERGY CORP.	33.340000	Suspension
W0038194	10-11-028-05W5	VERMILION ENERGY INC.	33.000000	Suspension
W0038194	10-11-028-05W5	MANITOK ENERGY INC.	67.000000	Suspension
W0060700	06-12-028-05W5	VERMILION ENERGY INC.	33.000000	Suspension
W0060700	06-12-028-05W5	MANITOK ENERGY INC.	67.000000	Suspension
W0061728	09-03-051-26W4	GLEN ISLE EXPLORATION LTD.	20.000000	Suspension
W0061728	09-03-051-26W4	MANITOK ENERGY INC.	80.000000	Suspension
W0066163	06-06-008-09W4	PETROCAPITA OIL AND GAS L.P.	21.142857	Issued
W0066163	06-06-008-09W4	BUMPER DEVELOPMENT CORPORATION LTD.	18.571429	Issued
W0066163	06-06-008-09W4	PINE CLIFF ENERGY LTD.	28.571429	Issued
W0066163	06-06-008-09W4	MANITOK ENERGY INC.	31.714286	Issued
W0073900	09-13-061-14W4	CANADIAN NATURAL RESOURCES LIMITED	50.000000	Suspension
W0073900	09-13-061-14W4	MANITOK ENERGY INC.	50.000000	Suspension
W0073980	10-14-061-14W4	CANADIAN NATURAL RESOURCES LIMITED	50.000000	Suspension
W0073980	10-14-061-14W4	MANITOK ENERGY INC.	50.000000	Suspension
W0076698	11-22-008-09W4	PETROCAPITA OIL AND GAS L.P.	12.000000	Suspension

W0076698	11-22-008-09W4	BUMPER DEVELOPMENT CORPORATION LTD.	32.500000	Suspension
W0076698	11-22-008-09W4	MANITOK ENERGY INC.	55.500000	Suspension
W0076833	07-32-008-09W4	PETROCAPITA OIL AND GAS L.P.	12.000000	Suspension
W0076833	07-32-008-09W4	BUMPER DEVELOPMENT CORPORATION LTD.	32.500000	Suspension
W0076833	07-32-008-09W4	MANITOK ENERGY INC.	55.500000	Suspension
W0078012	11-28-008-09W4	PETROCAPITA OIL AND GAS L.P.	12.000000	Suspension
W0078012	11-28-008-09W4	BUMPER DEVELOPMENT CORPORATION LTD.	32.500000	Suspension
W0078012	11-28-008-09W4	MANITOK ENERGY INC.	55.500000	Suspension
W0079925	10-29-007-10W4	PETROCAPITA OIL AND GAS L.P.	8.571400	Suspension
W0079925	10-29-007-10W4	CANADIAN NATURAL RESOURCES LIMITED	14.285700	Suspension
W0079925	10-29-007-10W4	BUMPER DEVELOPMENT CORPORATION LTD.	23.214300	Suspension
W0079925	10-29-007-10W4	MANITOK ENERGY INC.	39.642900	Suspension
W0079925	10-29-007-10W4	CLEARVIEW RESOURCES LTD.	14.285700	Suspension
W0089157	04-21-073-04W5	PARAMOUNT RESOURCES LTD.	35.000000	Suspension
W0089157	04-21-073-04W5	MANITOK ENERGY INC.	65.000000	Suspension
W0094402	10-25-072-04W5	PARAMOUNT RESOURCES LTD.	19.802650	Issued
W0094402	10-25-072-04W5	CANADIAN NATURAL RESOURCES LIMITED	43.421000	Issued
W0094402	10-25-072-04W5	MANITOK ENERGY INC.	36.776350	Issued
W0097942	15-31-006-09W4	PINE CLIFF ENERGY LTD.	25.000000	Issued
W0097942	15-31-006-09W4	MANITOK ENERGY INC.	50.000000	Issued
W0097942	15-31-006-09W4	SANLING ENERGY LTD.	25.000000	Issued
W0099006	15-30-006-09W4	PINE CLIFF ENERGY LTD.	25.000000	Suspension
W0099006	15-30-006-09W4	MANITOK ENERGY INC.	50.000000	Suspension
W0099006	15-30-006-09W4	SANLING ENERGY LTD.	25.000000	Suspension
W0103316	06-12-008-10W4	PETROCAPITA OIL AND GAS L.P.	12.000000	Suspension
W0103316	06-12-008-10W4	BUMPER DEVELOPMENT CORPORATION LTD.	32.500000	Suspension
W0103316	06-12-008-10W4	MANITOK ENERGY INC.	55.500000	Suspension
W0107421	16-28-079-09W6	W.F. BROWN EXPLORATION LTD.	4.999500	Suspension
W0107421	16-28-079-09W6	HARVEST OPERATIONS CORP.	4.999500	Suspension
W0107421	16-28-079-09W6	MANITOK ENERGY INC.	85.001500	Suspension
W0107421	16-28-079-09W6	SANLING ENERGY LTD.	4.999500	Suspension
W0108986	14-28-079-09W6	GOLDEN PRAIRIE ENERGY LTD.	3.750000	Suspension
W0108986	14-28-079-09W6	JAY-TWO RESOURCES LTD.	3.750000	Suspension
W0108986	14-28-079-09W6	MANITOK ENERGY INC.	92.500000	Suspension
W0115040	16-32-079-09W6	W.F. BROWN EXPLORATION LTD.	5.555000	Suspension
W0115040	16-32-079-09W6	HARVEST OPERATIONS CORP.	5.555000	Suspension
W0115040	16-32-079-09W6	MANITOK ENERGY INC.	83.335000	Suspension
W0115040	16-32-079-09W6	SANLING ENERGY LTD.	5.555000	Suspension
W0115768	02-11-041-03W5	CANADIAN NATURAL RESOURCES LIMITED	50.000000	Suspension



W0115768	02-11-041-03W5	NAL RESOURCES LIMITED	1.000000	Suspension
W0115768	02-11-041-03W5	MANITOK ENERGY INC.	49.000000	Suspension
W0120875	05-15-011-13W4	FIRST WEST PETROLEUM INC.	2.909700	Suspension
W0120875	05-15-011-13W4	MANITOK ENERGY INC.	91.917630	Suspension
W0120875	05-15-011-13W4	HOUSTON OIL & GAS LTD.	5.172670	Suspension
W0125026	10-10-041-03W5	WRANGLER MANAGEMENT LTD.	1.250000	Suspension
W0125026	10-10-041-03W5	SIGNALTA RESOURCES LIMITED	26.000000	Suspension
W0125026	10-10-041-03W5	NAL RESOURCES LIMITED	6.250000	Suspension
W0125026	10-10-041-03W5	CENOVUS ENERGY INC.	25.000000	Suspension
W0125026	10-10-041-03W5	MANITOK ENERGY INC.	37.250000	Suspension
W0125026	10-10-041-03W5	FREEHOLD ROYALTIES PARTNERSHIP c/o FREEHOLD ROYALTIES LTD.	4.250000	Suspension
W0125315	06-25-029-06W5	VERMILION ENERGY INC.	33.000000	Suspension
W0125315	06-25-029-06W5	MANITOK ENERGY INC.	67.000000	Suspension
W0126924	16-36-027-05W5	VERMILION ENERGY INC.	33.000000	Suspension
W0126924	16-36-027-05W5	MANITOK ENERGY INC.	67.000000	Suspension
W0127238	08-06-077-05W6	WINSLOW RESOURCES INC.	5.500000	Suspension
W0127238	08-06-077-05W6	MANITOK ENERGY INC.	25.000000	Suspension
W0127238	08-06-077-05W6	TIDEWATER MIDSTREAM AND INFRASTRUCTURE LTD.	21.000000	Suspension
W0127238	08-06-077-05W6	RISING STAR RESOURCES LTD.	48.500000	Suspension
W0129645	02-13-029-06W5	VERMILION ENERGY INC.	33.000000	Amended
W0129645	02-13-029-06W5	MANITOK ENERGY INC.	67.000000	Amended
W0130875	16-36-007-10W4	PETROCAPITA OIL AND GAS L.P.	6.000000	Suspension
W0130875	16-36-007-10W4	BUMPER DEVELOPMENT CORPORATION LTD.	16.250000	Suspension
W0130875	16-36-007-10W4	PINE CLIFF ENERGY LTD.	50.000000	Suspension
W0130875	16-36-007-10W4	MANITOK ENERGY INC.	27.750000	Suspension
W0140825	04-18-072-03W5	CHAIR RESOURCES INC.	8.786027	Issued
W0140825	04-18-072-03W5	CANADIAN NATURAL RESOURCES LIMITED	9.100000	Issued
W0140825	04-18-072-03W5	SUTTON ENERGY LTD.	6.089841	Issued
W0140825	04-18-072-03W5	SIGNALTA RESOURCES LIMITED	2.609932	Issued
W0140825	04-18-072-03W5	MANITOK ENERGY INC.	42.883676	Issued
W0140825	04-18-072-03W5	SUMMERLAND ENERGY INC.	7.054665	Issued
W0140825	04-18-072-03W5	QUESTFIRE ENERGY CORP.	2.311862	Issued
W0140825	04-18-072-03W5	CARDINAL ENERGY LTD.	21.163996	Issued
W0142172	08-33-079-09W6	557136 ALBERTA INC.	2.000000	Suspension
W0142172	08-33-079-09W6	ENERCANA INVESTMENT CORPORATION	4.000000	Suspension
W0142172	08-33-079-09W6	L'ECUYER, ALBERT	2.760000	Suspension
W0142172	08-33-079-09W6	W.F. BROWN EXPLORATION LTD.	5.555000	Suspension
W0142172	08-33-079-09W6	CANADIAN NATURAL RESOURCES LIMITED	14.250000	Suspension
W0142172	08-33-079-09W6	HARVEST OPERATIONS CORP.	5.555000	Suspension
W0142172	08-33-079-09W6	MANITOK ENERGY INC.	60.325000	Suspension

W0142172	08-33-079-09W6	SANLING ENERGY LTD.	5.555000	Suspension
W0142962	06-20-078-08W6	CANADIAN NATURAL RESOURCES LIMITED	17.335000	Suspension
W0142962	06-20-078-08W6	MANITOK ENERGY INC.	25.995000	Suspension
W0142962	06-20-078-08W6	KELT EXPLORATION LTD.	30.000000	Suspension
W0142962	06-20-078-08W6	RISING STAR RESOURCES LTD.	26.670000	Suspension
W0144217	05-35-072-04W5	PARAMOUNT RESOURCES LTD.	19.796102	Suspension
W0144217	05-35-072-04W5	CHAIR RESOURCES INC.	20.939710	Suspension
W0144217	05-35-072-04W5	MANITOK ENERGY INC.	59.264188	Suspension
W0145614	08-28-079-09W6	GOLDEN PRAIRIE ENERGY LTD.	3.750000	Suspension
W0145614	08-28-079-09W6	JAY-TWO RESOURCES LTD.	3.750000	Suspension
W0145614	08-28-079-09W6	W.F. BROWN EXPLORATION LTD.	8.292250	Suspension
W0145614	08-28-079-09W6	HARVEST OPERATIONS CORP.	2.499750	Suspension
W0145614	08-28-079-09W6	MANITOK ENERGY INC.	69.208250	Suspension
W0145614	08-28-079-09W6	SANLING ENERGY LTD.	12.499750	Suspension
W0145991	06-17-077-05W6	CYCLE ENERGY LTD.	6.000000	Suspension
W0145991	06-17-077-05W6	CANADIAN NATURAL RESOURCES LIMITED	28.875000	Suspension
W0145991	06-17-077-05W6	MANITOK ENERGY INC.	50.125000	Suspension
W0145991	06-17-077-05W6	KELT EXPLORATION LTD.	15.000000	Suspension
W0148223	10-34-072-04W5	PARAMOUNT RESOURCES LTD.	19.796102	Issued
W0148223	10-34-072-04W5	CHAIR RESOURCES INC.	20.939710	Issued
W0148223	10-34-072-04W5	MANITOK ENERGY INC.	59.264188	Issued
W0148771	04-02-073-04W5	PARAMOUNT RESOURCES LTD.	19.796102	Suspension
W0148771	04-02-073-04W5	CHAIR RESOURCES INC.	20.939710	Suspension
W0148771	04-02-073-04W5	MANITOK ENERGY INC.	59.264188	Suspension
W0150537	01-03-073-04W5	PARAMOUNT RESOURCES LTD.	19.796102	Suspension
W0150537	01-03-073-04W5	CHAIR RESOURCES INC.	20.939710	Suspension
W0150537	01-03-073-04W5	MANITOK ENERGY INC.	59.264188	Suspension
W0160771	16-33-079-09W6	L'ECUYER, ALBERT	2.760000	Suspension
W0160771	16-33-079-09W6	HARVEST OPERATIONS CORP.	5.555000	Suspension
W0160771	16-33-079-09W6	MANITOK ENERGY INC.	91.685000	Suspension
W0162541	14-33-079-09W6	L'ECUYER, ALBERT	2.760000	Suspension
W0162541	14-33-079-09W6	HARVEST OPERATIONS CORP.	5.555000	Suspension
W0162541	14-33-079-09W6	MANITOK ENERGY INC.	91.685000	Suspension
W0164094	06-01-041-03W5	NAL RESOURCES LIMITED	4.887930	Issued
W0164094	06-01-041-03W5	MANITOK ENERGY INC.	83.474140	Issued
W0164094	06-01-041-03W5	FREEHOLD ROYALTIES PARTNERSHIP c/o FREEHOLD ROYALTIES LTD.	11.637930	Issued
W0164867	04-17-072-03W5	CHAIR RESOURCES INC.	8.786027	Suspension
W0164867	04-17-072-03W5	CANADIAN NATURAL RESOURCES LIMITED	9.100000	Suspension
W0164867	04-17-072-03W5	SUTTON ENERGY LTD.	6.089841	Suspension
W0164867	04-17-072-03W5	SIGNALTA RESOURCES LIMITED	2.609932	Suspension
W0164867	04-17-072-03W5	MANITOK ENERGY INC.	42.883676	Suspension

W0164867	04-17-072-03W5	SUMMERLAND ENERGY INC.	7.054665	Suspension
W0164867	04-17-072-03W5	QUESTFIRE ENERGY CORP.	2.311862	Suspension
W0164867	04-17-072-03W5	CARDINAL ENERGY LTD.	21.163996	Suspension
W0174430	12-23-074-04W5	CHAIR RESOURCES INC.	8.081888	Suspension
W0174430	12-23-074-04W5	MANITOK ENERGY INC.	91.918112	Suspension
W0174665	02-14-028-05W5	VERMILION ENERGY INC.	33.000000	Suspension
W0174665	02-14-028-05W5	MANITOK ENERGY INC.	67.000000	Suspension
W0179398	11-01-028-05W5	NAL RESOURCES LIMITED	12.500000	Suspension
W0179398	11-01-028-05W5	MANITOK ENERGY INC.	62.750000	Suspension
W0179398	11-01-028-05W5	VERMILION ENERGY INC.	24.750000	Suspension
W0180316	05-23-028-05W5	VERMILION ENERGY INC.	33.000000	Suspension
W0180316	05-23-028-05W5	MANITOK ENERGY INC.	67.000000	Suspension
W0192353	06-07-029-05W5	VERMILION ENERGY INC.	33.000000	Suspension
W0192353	06-07-029-05W5	MANITOK ENERGY INC.	67.000000	Suspension
W0196349	06-17-069-14W4	CANADIAN NATURAL RESOURCES LIMITED	48.822630	Issued
W0196349	06-17-069-14W4	MANITOK ENERGY INC.	51.177370	Issued
W0224448	01-27-026-05W5	VERMILION ENERGY INC.	33.000000	Suspension
W0224448	01-27-026-05W5	MANITOK ENERGY INC.	67.000000	Suspension
W0224904	07-10-008-10W4	PETROCAPITA OIL AND GAS L.P.	12.000000	Issued
W0224904	07-10-008-10W4	BUMPER DEVELOPMENT CORPORATION LTD.	32.500000	Issued
W0224904	07-10-008-10W4	MANITOK ENERGY INC.	55.500000	Issued
W0232515	07-36-082-10W6	TAQA NORTH LTD.	33.333000	Suspension
W0232515	07-36-082-10W6	MANITOK ENERGY INC.	66.667000	Suspension
W0233042	02-27-026-05W5	VERMILION ENERGY INC.	16.500000	Suspension
W0233042	02-27-026-05W5	NAL RESOURCES LIMITED	25.000000	Suspension
W0233042	02-27-026-05W5	MANITOK ENERGY INC.	33.500000	Suspension
W0233042	02-27-026-05W5	CANLIN RESOURCES PARTNERSHIP c/o CANLIN ENERGY CORPORATION	25.000000	Suspension
W0239676	11-36-082-10W6	TAQA NORTH LTD.	33.333000	Suspension
W0239676	11-36-082-10W6	MANITOK ENERGY INC.	66.667000	Suspension
W0242587	06-11-041-03W5	SIGNALTA RESOURCES LIMITED	58.500000	Suspension
W0242587	06-11-041-03W5	MANITOK ENERGY INC.	37.250000	Suspension
W0242587	06-11-041-03W5	FREEHOLD ROYALTIES PARTNERSHIP c/o FREEHOLD ROYALTIES LTD.	4.250000	Suspension
W0245524	05-28-009-09W4	MEAD RESOURCES INC	5.000000	Suspension
W0245524	05-28-009-09W4	PETROCAPITA OIL AND GAS L.P.	12.000000	Suspension
W0245524	05-28-009-09W4	BUMPER DEVELOPMENT CORPORATION LTD.	5.000000	Suspension
W0245524	05-28-009-09W4	MANITOK ENERGY INC.	78.000000	Suspension
W0245878	13-08-072-03W5	CHAIR RESOURCES INC.	16.290000	Issued
W0245878	13-08-072-03W5	MANITOK ENERGY INC.	27.140000	Issued
W0245878	13-08-072-03W5	SUMMERLAND ENERGY INC.	14.142500	Issued
W0245878	13-08-072-03W5	CARDINAL ENERGY LTD.	42.427500	Issued

W0249095	01-34-026-28W4	NEXEN CROSSFIELD PARTNERSHIP c/o CNOOC PETROLEUM NORTH AMERICA ULC	25.000000	Suspension
W0249095	01-34-026-28W4	EXXONMOBIL CANADA ENERGY c/o EXXONMOBIL CANADA LTD.	25.000000	Suspension
W0249095	01-34-026-28W4	MANITOK ENERGY INC.	50.000000	Suspension
W0250584	10-33-008-11W4	PETROCAPITA OIL AND GAS L.P.	12.000000	Amended
W0250584	10-33-008-11W4	BUMPER DEVELOPMENT CORPORATION LTD.	32.500000	Amended
W0250584	10-33-008-11W4	MANITOK ENERGY INC.	55.500000	Amended
W0250588	08-06-009-11W4	PETROCAPITA OIL AND GAS L.P.	12.000000	Issued
W0250588	08-06-009-11W4	BUMPER DEVELOPMENT CORPORATION LTD.	32.500000	Issued
W0250588	08-06-009-11W4	MANITOK ENERGY INC.	55.500000	Issued
W0255298	11-02-081-12W6	ARC RESOURCES LTD.	60.000000	Suspension
W0255298	11-02-081-12W6	MANITOK ENERGY INC.	40.000000	Suspension
W0255806	04-14-081-12W6	ARC RESOURCES LTD.	47.500000	Suspension
W0255806	04-14-081-12W6	CANADIAN NATURAL RESOURCES LIMITED	26.250000	Suspension
W0255806	04-14-081-12W6	MANITOK ENERGY INC.	26.250000	Suspension
W0258797	04-05-009-09W4	PETROCAPITA OIL AND GAS L.P.	12.000000	Issued
W0258797	04-05-009-09W4	BUMPER DEVELOPMENT CORPORATION LTD.	32.500000	Issued
W0258797	04-05-009-09W4	MANITOK ENERGY INC.	55.500000	Issued
W0258949	14-19-012-04W4	CITY OF MEDICINE HAT	25.000000	Issued
W0258949	14-19-012-04W4	MANITOK ENERGY INC.	75.000000	Issued
W0259393	16-10-081-12W6	CANADIAN NATURAL RESOURCES LIMITED	50.000000	Suspension
W0259393	16-10-081-12W6	MANITOK ENERGY INC.	50.000000	Suspension
W0260613	09-01-041-03W5	CENOVUS ENERGY INC.	7.250970	Suspension
W0260613	09-01-041-03W5	MANITOK ENERGY INC.	80.513010	Suspension
W0260613	09-01-041-03W5	FREEHOLD ROYALTIES PARTNERSHIP c/o FREEHOLD ROYALTIES LTD.	12.236020	Suspension
W0261176	10-18-048-22W5	HUSKY OIL OPERATIONS LIMITED	50.000000	Amended
W0261176	10-18-048-22W5	MANITOK ENERGY INC.	50.000000	Amended
W0262257	14-18-012-04W4	CITY OF MEDICINE HAT	25.000000	Issued
W0262257	14-18-012-04W4	MANITOK ENERGY INC.	75.000000	Issued
W0265525	05-23-110-24W5	TAQA NORTH LTD.	75.000000	Issued
W0265525	05-23-110-24W5	MANITOK ENERGY INC.	25.000000	Issued
W0265965	01-03-095-01W6	SYDCO ENERGY INC.	14.285715	Suspension
W0265965	01-03-095-01W6	MANITOK ENERGY INC.	42.857143	Suspension
W0265965	01-03-095-01W6	SANLING ENERGY LTD.	42.857142	Suspension
W0266229	06-36-024-28W4	EXXONMOBIL CANADA ENERGY c/o EXXONMOBIL CANADA LTD.	33.333340	Suspension
W0266229	06-36-024-28W4	MANITOK ENERGY INC.	66.666660	Suspension
W0266344	06-26-024-28W4	EXXONMOBIL CANADA ENERGY	33.328000	Suspension

		c/o EXXONMOBIL CANADA LTD.		
W0266344	06-26-024-28W4	MANITOK ENERGY INC.	66.672000	Suspension
W0270514	04-16-081-12W6	CANADIAN NATURAL RESOURCES LIMITED	75.000000	Issued
W0270514	04-16-081-12W6	MANITOK ENERGY INC.	25.000000	Issued
W0273414	10-19-072-07W5	WXW ENERGY INC.	30.000000	Issued
W0273414	10-19-072-07W5	MANITOK ENERGY INC.	70.000000	Issued
W0275678	14-17-095-01W6	MANITOK ENERGY INC.	60.000000	Suspension
W0275678	14-17-095-01W6	SANLING ENERGY LTD.	40.000000	Suspension
W0275679	08-08-095-01W6	MANITOK ENERGY INC.	60.000000	Suspension
W0275679	08-08-095-01W6	SANLING ENERGY LTD.	40.000000	Suspension
W0275968	06-07-095-01W6	MANITOK ENERGY INC.	60.000000	Issued
W0275968	06-07-095-01W6	SANLING ENERGY LTD.	40.000000	Issued
W0278554	16-24-008-11W4	PETROCAPITA OIL AND GAS L.P.	7.058800	Suspension
W0278554	16-24-008-11W4	CANADIAN NATURAL RESOURCES LIMITED	20.588250	Suspension
W0278554	16-24-008-11W4	BUMPER DEVELOPMENT CORPORATION LTD.	19.117700	Suspension
W0278554	16-24-008-11W4	MANITOK ENERGY INC.	32.647000	Suspension
W0278554	16-24-008-11W4	CLEARVIEW RESOURCES LTD.	20.588250	Suspension
W0281135	11-35-080-12W6	CANADIAN NATURAL RESOURCES LIMITED	37.500000	Suspension
W0281135	11-35-080-12W6	GLENOGLE ENERGY INC.	25.000000	Suspension
W0281135	11-35-080-12W6	MANITOK ENERGY INC.	37.500000	Suspension
W0281949	11-16-100-08W6	MANITOK ENERGY INC.	65.000000	Amended
W0281949	11-16-100-08W6	SANLING ENERGY LTD.	35.000000	Amended
W0283957	06-12-095-02W6	MANITOK ENERGY INC.	60.000000	Issued
W0283957	06-12-095-02W6	SANLING ENERGY LTD.	40.000000	Issued
W0287800	06-35-080-12W6	CANADIAN NATURAL RESOURCES LIMITED	37.500000	Suspension
W0287800	06-35-080-12W6	GLENOGLE ENERGY INC.	25.000000	Suspension
W0287800	06-35-080-12W6	MANITOK ENERGY INC.	37.500000	Suspension
W0288305	08-16-081-12W6	ARC RESOURCES LTD.	50.000000	Suspension
W0288305	08-16-081-12W6	CANADIAN NATURAL RESOURCES LIMITED	25.000000	Suspension
W0288305	08-16-081-12W6	MANITOK ENERGY INC.	25.000000	Suspension
W0290798	03-20-013-15W4	CANADIAN NATURAL RESOURCES LIMITED	22.500000	Suspension
W0290798	03-20-013-15W4	MANITOK ENERGY INC.	77.500000	Suspension
W0291166	01-27-072-04W5	ZARGON OIL & GAS PARTNERSHIP c/o ZARGON OIL & GAS LTD.	25.000000	Amended
W0291166	01-27-072-04W5	VERITY ENERGY LTD.	25.000000	Amended
W0291166	01-27-072-04W5	MANITOK ENERGY INC.	50.000000	Amended
W0295532	06-01-044-06W5	MUDDY PETROLEUM COMPANY LTD.	30.000000	Issued
W0295532	06-01-044-06W5	MANITOK ENERGY INC.	70.000000	Issued
W0296956	08-35-080-12W6	CANADIAN NATURAL RESOURCES	37.500000	Suspension

		LIMITED		
W0296956	08-35-080-12W6	GLENOGLE ENERGY INC.	25.000000	Suspension
W0296956	08-35-080-12W6	MANITOK ENERGY INC.	37.500000	Suspension
W0301069	04-20-095-01W6	LINTUS RESOURCES LIMITED	1.250000	Issued
W0301069	04-20-095-01W6	REDEAGLE RESOURCES LTD.	2.500000	Issued
W0301069	04-20-095-01W6	SURGE GENERAL PARTNERSHIP c/o SURGE ENERGY INC.	15.000000	Issued
W0301069	04-20-095-01W6	MANITOK ENERGY INC.	50.000000	Issued
W0301069	04-20-095-01W6	ACQUISITION OIL CORP.	31.250000	Issued
W0304284	14-01-081-12W6	CANADIAN NATURAL RESOURCES LIMITED	41.176471	Suspension
W0304284	14-01-081-12W6	BIRCHCLIFF ENERGY LTD.	17.647059	Suspension
W0304284	14-01-081-12W6	MANITOK ENERGY INC.	41.176471	Suspension
W0306238	03-31-042-03W5	GEAR ENERGY LTD.	40.000000	Issued
W0306238	03-31-042-03W5	MANITOK ENERGY INC.	60.000000	Issued
W0314126	01-09-081-12W6	MANITOK ENERGY INC.	56.250000	Suspension
W0314126	01-09-081-12W6	LONGSHORE RESOURCES LTD.	43.750000	Suspension
W0315675	01-09-008-10W4	PETROCAPITA OIL AND GAS L.P.	12.000000	Issued
W0315675	01-09-008-10W4	BUMPER DEVELOPMENT CORPORATION LTD.	32.500000	Issued
W0315675	01-09-008-10W4	MANITOK ENERGY INC.	55.500000	Issued
W0317057	13-18-079-09W6	MANITOK ENERGY INC.	55.000000	Suspension
W0317057	13-18-079-09W6	LONGSHORE RESOURCES LTD.	45.000000	Suspension
W0318996	16-21-079-09W6	PARAMOUNT RESOURCES LTD.	21.875000	Suspension
W0318996	16-21-079-09W6	MANITOK ENERGY INC.	48.125000	Suspension
W0318996	16-21-079-09W6	LONGSHORE RESOURCES LTD.	30.000000	Suspension
W0321802	15-03-081-12W6	BIRCHCLIFF ENERGY LTD.	15.000000	Suspension
W0321802	15-03-081-12W6	MANITOK ENERGY INC.	47.812500	Suspension
W0321802	15-03-081-12W6	LONGSHORE RESOURCES LTD.	37.187500	Suspension
W0325196	09-29-095-01W6	FRANCO-NEVADA CORPORATION	12.500000	Suspension
W0325196	09-29-095-01W6	CANADIAN NATURAL RESOURCES LIMITED	12.500000	Suspension
W0325196	09-29-095-01W6	MANITOK ENERGY INC.	75.000000	Suspension
W0327971	04-20-013-15W4	CANADIAN NATURAL RESOURCES LIMITED	22.500000	Suspension
W0327971	04-20-013-15W4	MANITOK ENERGY INC.	77.500000	Suspension
W0331928	09-28-085-11W6	MANITOK ENERGY INC.	60.000000	Issued
W0331928	09-28-085-11W6	ENERCAPITA ENERGY LTD.	40.000000	Issued
W0334123	11-35-085-11W6	YOHO RESOURCES INC.	7.000000	Issued
W0334123	11-35-085-11W6	TAQA NORTH LTD.	10.500000	Issued
W0334123	11-35-085-11W6	MANITOK ENERGY INC.	82.500000	Issued
W0338256	03-15-008-10W4	PETROCAPITA OIL AND GAS L.P.	12.000000	Suspension
W0338256	03-15-008-10W4	BUMPER DEVELOPMENT CORPORATION LTD.	32.500000	Suspension
W0338256	03-15-008-10W4	MANITOK ENERGY INC.	55.500000	Suspension
W0338818	01-33-008-11W4	PETROCAPITA OIL AND GAS L.P.	12.000000	Issued
W0338818	01-33-008-11W4	BUMPER DEVELOPMENT	32.500000	Issued

		CORPORATION LTD.		
W0338818	01-33-008-11W4	MANITOK ENERGY INC.	55.500000	Issued
W0338935	03-33-008-11W4	PETROCAPITA OIL AND GAS L.P.	12.000000	Amended
W0338935	03-33-008-11W4	BUMPER DEVELOPMENT CORPORATION LTD.	32.500000	Amended
W0338935	03-33-008-11W4	MANITOK ENERGY INC.	55.500000	Amended
W0339130	14-19-008-10W4	PETROCAPITA OIL AND GAS L.P.	7.058800	Issued
W0339130	14-19-008-10W4	CANADIAN NATURAL RESOURCES LIMITED	20.588250	Issued
W0339130	14-19-008-10W4	BUMPER DEVELOPMENT CORPORATION LTD.	19.117700	Issued
W0339130	14-19-008-10W4	MANITOK ENERGY INC.	32.647000	Issued
W0339130	14-19-008-10W4	CLEARVIEW RESOURCES LTD.	20.588250	Issued
W0340889	09-01-041-03W5	NAL RESOURCES LIMITED	19.125000	Suspension
W0340889	09-01-041-03W5	CENOVUS ENERGY INC.	25.000000	Suspension
W0340889	09-01-041-03W5	MANITOK ENERGY INC.	55.875000	Suspension
W0341634	12-10-041-03W5	WRANGLER MANAGEMENT LTD.	1.250000	Suspension
W0341634	12-10-041-03W5	SIGNALTA RESOURCES LIMITED	17.500000	Suspension
W0341634	12-10-041-03W5	NAL RESOURCES LIMITED	6.450000	Suspension
W0341634	12-10-041-03W5	CENOVUS ENERGY INC.	25.000000	Suspension
W0341634	12-10-041-03W5	MANITOK ENERGY INC.	49.800000	Suspension
W0341862	04-20-013-15W4	CANADIAN NATURAL RESOURCES LIMITED	22.500000	Suspension
W0341862	04-20-013-15W4	MANITOK ENERGY INC.	77.500000	Suspension
W0348899	03-29-095-01W6	FRANCO-NEVADA CORPORATION	12.500000	Issued
W0348899	03-29-095-01W6	CANADIAN NATURAL RESOURCES LIMITED	12.500000	Issued
W0348899	03-29-095-01W6	MANITOK ENERGY INC.	75.000000	Issued
W0349719	14-06-096-01W6	LINTUS RESOURCES LIMITED	0.625000	Issued
W0349719	14-06-096-01W6	SURGE GENERAL PARTNERSHIP c/o SURGE ENERGY INC.	6.250000	Issued
W0349719	14-06-096-01W6	MANITOK ENERGY INC.	75.000000	Issued
W0349719	14-06-096-01W6	ACQUISITION OIL CORP.	18.125000	Issued
W0351151	06-31-006-09W4	CANADIAN NATURAL RESOURCES LIMITED	25.000000	Issued
W0351151	06-31-006-09W4	MANITOK ENERGY INC.	50.000000	Issued
W0351151	06-31-006-09W4	SANLING ENERGY LTD.	25.000000	Issued
W0351167	06-32-006-09W4	MANITOK ENERGY INC.	76.562500	Issued
W0351167	06-32-006-09W4	SANLING ENERGY LTD.	23.437500	Issued
W0351330	06-30-006-09W4	CANADIAN NATURAL RESOURCES LIMITED	25.000000	Issued
W0351330	06-30-006-09W4	MANITOK ENERGY INC.	50.000000	Issued
W0351330	06-30-006-09W4	SANLING ENERGY LTD.	25.000000	Issued
W0356726	04-06-009-11W4	PETROCAPITA OIL AND GAS L.P.	12.000000	Issued
W0356726	04-06-009-11W4	BUMPER DEVELOPMENT CORPORATION LTD.	32.500000	Issued
W0356726	04-06-009-11W4	MANITOK ENERGY INC.	55.500000	Issued

W0356894	10-17-043-03W5	MANITOK ENERGY INC.	60.000000	Issued
W0356894	10-17-043-03W5	BONAVISTA ENERGY CORPORATION	40.000000	Issued
W0359533	10-35-080-12W6	CANADIAN NATURAL RESOURCES LIMITED	37.500000	Suspension
W0359533	10-35-080-12W6	GLENOGLE ENERGY INC.	25.000000	Suspension
W0359533	10-35-080-12W6	MANITOK ENERGY INC.	37.500000	Suspension
W0360751	08-15-086-11W6	WHITECAP RESOURCES INC.	50.000000	Issued
W0360751	08-15-086-11W6	MANITOK ENERGY INC.	50.000000	Issued
W0361625	06-32-025-23W4	TAQA NORTH LTD.	19.740700	Suspension
W0361625	06-32-025-23W4	MANITOK ENERGY INC.	80.259300	Suspension
W0364057	15-10-041-03W5	WRANGLER MANAGEMENT LTD.	1.250000	Suspension
W0364057	15-10-041-03W5	MANITOK ENERGY INC.	98.750000	Suspension
W0366101	07-19-079-09W6	MANITOK ENERGY INC.	70.000000	Suspension
W0366101	07-19-079-09W6	LONGSHORE RESOURCES LTD.	30.000000	Suspension
W0381517	11-07-028-20W4	MANITOK ENERGY INC.	40.000000	Issued
W0381517	11-07-028-20W4	SANLING ENERGY LTD.	60.000000	Issued
W0383268	05-15-042-05W5	HEAD FIRST ENERGY INC.	25.000000	Issued
W0383268	05-15-042-05W5	MANITOK ENERGY INC.	52.500000	Issued
W0383268	05-15-042-05W5	CANLIN RESOURCES PARTNERSHIP c/o CANLIN ENERGY CORPORATION	22.500000	Issued
W0384736	02-11-041-03W5	SOUNDER PETROLEUM LTD.	0.500000	Suspension
W0384736	02-11-041-03W5	STARCHILD ENERGY SYSTEMS LTD.	1.931800	Suspension
W0384736	02-11-041-03W5	SIGNALTA RESOURCES LIMITED	31.681800	Suspension
W0384736	02-11-041-03W5	GEAR ENERGY LTD.	4.375000	Suspension
W0384736	02-11-041-03W5	MANITOK ENERGY INC.	61.511400	Suspension
W0395529	03-06-083-09W6	HARVEST OPERATIONS CORP.	30.000000	Suspension
W0395529	03-06-083-09W6	TAQA NORTH LTD.	13.333200	Suspension
W0395529	03-06-083-09W6	MANITOK ENERGY INC.	56.666800	Suspension
W0398023	04-35-080-12W6	CANADIAN NATURAL RESOURCES LIMITED	37.500000	Suspension
W0398023	04-35-080-12W6	GLENOGLE ENERGY INC.	25.000000	Suspension
W0398023	04-35-080-12W6	MANITOK ENERGY INC.	37.500000	Suspension
W0398027	12-35-080-12W6	CANADIAN NATURAL RESOURCES LIMITED	37.500000	Suspension
W0398027	12-35-080-12W6	GLENOGLE ENERGY INC.	25.000000	Suspension
W0398027	12-35-080-12W6	MANITOK ENERGY INC.	37.500000	Suspension
W0398931	03-20-013-15W4	CANADIAN NATURAL RESOURCES LIMITED	22.500000	Suspension
W0398931	03-20-013-15W4	MANITOK ENERGY INC.	77.500000	Suspension
W0399219	02-35-080-12W6	CANADIAN NATURAL RESOURCES LIMITED	37.500000	Suspension
W0399219	02-35-080-12W6	GLENOGLE ENERGY INC.	25.000000	Suspension
W0399219	02-35-080-12W6	MANITOK ENERGY INC.	37.500000	Suspension
W0401050	11-11-041-03W5	STARCHILD ENERGY SYSTEMS LTD.	1.885100	Suspension



W0401050	11-11-041-03W5	ASTRAL ENERGY HOLDINGS LTD.	1.875000	Suspension
W0401050	11-11-041-03W5	CANADIAN NATURAL RESOURCES LIMITED	0.937500	Suspension
W0401050	11-11-041-03W5	SIGNALTA RESOURCES LIMITED	30.916600	Suspension
W0401050	11-11-041-03W5	GEAR ENERGY LTD.	4.375000	Suspension
W0401050	11-11-041-03W5	MANITOK ENERGY INC.	60.010800	Suspension
W0412604	16-10-041-03W5	WRANGLER MANAGEMENT LTD.	1.250000	Suspension
W0412604	16-10-041-03W5	SIGNALTA RESOURCES LIMITED	17.500000	Suspension
W0412604	16-10-041-03W5	NAL RESOURCES LIMITED	6.450000	Suspension
W0412604	16-10-041-03W5	MANITOK ENERGY INC.	74.800000	Suspension
W0413353	04-33-042-02W5	MANITOK ENERGY INC.	75.000000	Issued
W0413353	04-33-042-02W5	BONAVISTA ENERGY CORPORATION	25.000000	Issued
W0433899	12-36-037-06W5	MUDDY PETROLEUM COMPANY LTD.	15.000000	Issued
W0433899	12-36-037-06W5	MANITOK ENERGY INC.	85.000000	Issued
W0437612	16-36-020-04W5	ODIN CAPITAL INC.	3.903750	Suspension
W0437612	16-36-020-04W5	MANITOK ENERGY INC.	96.096250	Suspension
W0444172	01-36-042-16W5	MANITOK ENERGY INC.	65.000000	Suspension
W0444172	01-36-042-16W5	PETRUS RESOURCES CORP.	35.000000	Suspension
W0445131	01-36-042-16W5	MANITOK ENERGY INC.	72.000000	Suspension
W0445131	01-36-042-16W5	PETRUS RESOURCES CORP.	28.000000	Suspension
W0460915	01-36-042-16W5	MANITOK ENERGY INC.	25.000000	Suspension
W0460915	01-36-042-16W5	PETRUS RESOURCES CORP.	25.000000	Suspension
W0460915	01-36-042-16W5	CANLIN RESOURCES PARTNERSHIP c/o CANLIN ENERGY CORPORATION	50.000000	Suspension

Table 2 – Facility Licences

FacilityLicence	Surface location	WIP name	WIP Percentage	Licence Status
F16441	16-33-079-09W6	HARVEST OPERATIONS CORP.	5.555000	Issued
F16441	16-33-079-09W6	L'ECUYER, ALBERT	2.760000	Issued
F16441	16-33-079-09W6	MANITOK ENERGY INC.	91.685000	Issued
F21572	04-11-011-13W4	FIRST WEST PETROLEUM INC.	5.118700	Issued
F21572	04-11-011-13W4	JOURNEY ENERGY INC.	10.300000	Issued
F21572	04-11-011-13W4	MANITOK ENERGY INC.	39.831300	Issued
F21572	04-11-011-13W4	SANLING ENERGY LTD.	44.750000	Issued
F22793	15-13-008-10W4	BUMPER DEVELOPMENT CORPORATION LTD.	32.500000	Issued
F22793	15-13-008-10W4	MANITOK ENERGY INC.	55.500000	Issued
F22793	15-13-008-10W4	PETROCAPITA OIL AND GAS L.P.	12.000000	Issued
F25965	10-01-041-03W5	FREEHOLD ROYALTIES LTD.	12.500000	Issued
F25965	10-01-041-03W5	MANITOK ENERGY INC.	82.250000	Issued
F25965	10-01-041-03W5	NAL RESOURCES LIMITED	5.250000	Issued

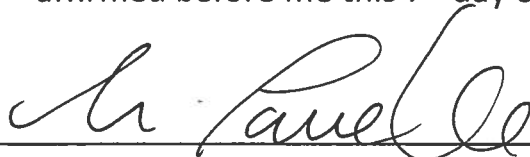
F26171	11-02-081-12W6	ARC RESOURCES LTD.	60.000000	Amended
F26171	11-02-081-12W6	MANITOK ENERGY INC.	40.000000	Amended
F26197	04-14-081-12W6	ARC RESOURCES LTD.	47.500000	Amended
F26197	04-14-081-12W6	CANADIAN NATURAL RESOURCES LIMITED	26.250000	Amended
F26197	04-14-081-12W6	MANITOK ENERGY INC.	26.250000	Amended
F26772	16-36-027-05W5	MANITOK ENERGY INC.	67.000000	Issued
F26772	16-36-027-05W5	VERMILION ENERGY INC.	33.000000	Issued
F29860	11-02-081-12W6	ARC RESOURCES LTD.	38.180000	Issued
F29860	11-02-081-12W6	CANADIAN NATURAL RESOURCES LIMITED	27.125000	Issued
F29860	11-02-081-12W6	CANADIAN NATURAL RESOURCES NORTHERN ALBERTA PARTNERSHIP c/o CANADIAN NATURAL RESOURCES LIMITED	3.320000	Issued
F29860	11-02-081-12W6	GLENOGLE ENERGY INC.	4.250000	Issued
F29860	11-02-081-12W6	MANITOK ENERGY INC.	27.125000	Issued
F30310	10-18-048-22W5	HUSKY OIL OPERATIONS LIMITED	50.000000	Amended
F30310	10-18-048-22W5	MANITOK ENERGY INC.	50.000000	Amended
F30498	04-20-013-15W4	CANADIAN NATURAL RESOURCES LIMITED	22.500000	Issued
F30498	04-20-013-15W4	MANITOK ENERGY INC.	77.500000	Issued
F31717	03-20-013-15W4	CANADIAN NATURAL RESOURCES LIMITED	22.500000	Amended
F31717	03-20-013-15W4	MANITOK ENERGY INC.	77.500000	Amended
F32046	03-20-079-09W6	MANITOK ENERGY INC.	70.000000	Issued
F32046	03-20-079-09W6	LONGSHORE RESOURCES LTD.	30.000000	Issued
F32089	01-09-079-11W6	LONGSHORE RESOURCES LTD.	8.750000	Issued
F32089	01-09-079-11W6	MANITOK ENERGY INC.	67.250000	Issued
F32089	01-09-079-11W6	LONGSHORE RESOURCES LTD.	24.000000	Issued
F32734	01-09-081-12W6	MANITOK ENERGY INC.	56.250000	Issued
F32734	01-09-081-12W6	LONGSHORE RESOURCES LTD.	43.750000	Issued
F34499	08-28-079-09W6	GOLDEN PRAIRIE ENERGY LTD.	3.750000	Issued
F34499	08-28-079-09W6	HARVEST OPERATIONS CORP.	2.499750	Issued
F34499	08-28-079-09W6	JAY-TWO RESOURCES LTD.	3.750000	Issued
F34499	08-28-079-09W6	MANITOK ENERGY INC.	69.208250	Issued
F34499	08-28-079-09W6	SANLING ENERGY LTD.	12.499750	Issued
F34499	08-28-079-09W6	W.F. BROWN EXPLORATION LTD.	8.292250	Issued
F36607	05-01-049-25W4	LENALTA HOLDINGS LTD.	2.000000	Issued
F36607	05-01-049-25W4	MANITOK ENERGY INC.	98.000000	Issued
F36799	05-24-051-10W4	CANADIAN NATURAL RESOURCES LIMITED	22.500000	Issued
F36799	05-24-051-10W4	MANITOK ENERGY INC.	16.667000	Issued
F36799	05-24-051-10W4	PERPETUAL OPERATING CORP.	60.833000	Issued
F39233	03-31-042-03W5	GEAR ENERGY LTD.	40.000000	Issued
F39233	03-31-042-03W5	MANITOK ENERGY INC.	60.000000	Issued
F39873	06-35-080-12W6	CANADIAN NATURAL RESOURCES	37.500000	Issued

		LIMITED		
F39873	06-35-080-12W6	GLENOGLE ENERGY INC.	25.000000	Issued
F39873	06-35-080-12W6	MANITOK ENERGY INC.	37.500000	Issued
F8795	10-10-041-03W5	CHINOOK ENERGY INC.	30.459800	Amended
F8795	10-10-041-03W5	FREEHOLD ROYALTIES LTD.	4.601000	Amended
F8795	10-10-041-03W5	MANITOK ENERGY INC.	30.459800	Amended
F8795	10-10-041-03W5	NAL RESOURCES LIMITED	5.870000	Amended
F8795	10-10-041-03W5	SIGNALTA RESOURCES LIMITED	27.727500	Amended
F8795	10-10-041-03W5	WRANGLER MANAGEMENT LTD.	0.881900	Amended

This is Exhibit "D" referred to in the

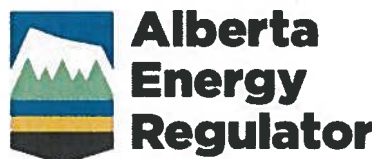
Affidavit of Laura Chant

affirmed before me this 7<sup>th</sup> day of October, 2020

A handwritten signature in cursive script, appearing to read "M. Lavelle", written over a horizontal line.

A Notary Public or Commissioner for Oaths in and for Alberta

Maria E. Lavelle  
Barrister and Solicitor  
Alberta Energy Regulator



## Environmental Protection Order EPO 2020-05

MADE at the City of Calgary, in the Province of Alberta, on  <b>January 29, 2020</b>	ALBERTA ENERGY REGULATOR
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The Alberta Energy Regulator (“AER”), under sections 140 and 241 of the *Environmental Protection and Enhancement Act* (“EPEA” or the “Act”) orders:

**Manitok Energy Inc. (A5M4)**  
1600, 421 7 Ave SW  
Calgary, AB T2P 4K9  
 (“the Licensee”)

WHEREAS the Licensee is the holder of licenses issued by the Alberta Energy Regulator (“AER”) for the wells listed in Appendix 1 (the “Licences”);

WHEREAS the Licences are located on “specified land” as defined in s. 134(f) of *EPEA* and s. 1(t) of the *Conservation and Reclamation Regulation*, and described in Appendix 1 (the “Sites”);

WHEREAS the Licensee is an “operator” in respect of the Sites as defined in s. 134(b) of *EPEA*;

WHEREAS on February 20, 2018, the Licensee was petitioned into receivership with Alvarez & Marsal Canada Inc. appointed as Receiver-Manager (Receiver);

WHEREAS on July 9, 2019, the Receiver received court approval for discharge over select Licensee’s assets, including the Licences set out in Appendix 1 and the Receiver is not providing control or possession over the Sites;

WHEREAS the AER is of the opinion that the Licensee is unable to operate or to provide care and custody of the Manitok Sites;

WHEREAS the AER considers it necessary to issue an order to ensure public safety and protect the environment;

WHEREAS according to Alberta Corporate Registry, effective February 27, 2018, Manitok had no directors associated with the corporation, and a Struck status effective January 2, 2020;

WHEREAS section 137 of *EPEA* states that an operator must conserve and reclaim specified land;

WHEREAS reclamation certificates have not been issued for the Sites pursuant to s. 138 of the Act;

WHEREAS Kaitlin Szacki, Manager, Orphaning and Insolvency (the Manager) has the authority to issue environmental protection orders under sections 140 and 241 of *EPEA*;

WHEREAS the Manager is of the opinion that the performance of the work described in this Order is necessary to conserve and reclaim the specified land at the Sites;

THEREFORE, I, Kaitlin Szacki, Manager, Orphaning and Insolvency, under sections 140 and 241 of the *Environmental Protection and Enhancement Act*, DO HEREBY ORDER THE FOLLOWING:

1. The Licensee shall submit a plan (the “Reclamation Plan”) to the Manager by February 11, 2020 for the conservation and reclamation of the Sites.
2. The Reclamation Plan for the conservation and reclamation of the Sites shall include the actions that will be taken to reclaim the Sites and obtain reclamation certificates as per section 137 of *EPEA*.
3. The Licensee shall implement the work in the Reclamation Plan that is approved by the Manager.
4. The Licensee shall apply for reclamation certificates for the Sites once all the work in the Reclamation Plan has been completed.

Dated at the City of Calgary in the Province of Alberta, on January 29, 2020.

<Original Signed By>

Kaitlin Szacki  
Manager, Orphaning and Insolvency  
Alberta Energy Regulator

In complying with this order, the party or parties named must obtain all approvals necessary, notwithstanding the above requirements.

This order in no way precludes any enforcement actions being taken regarding this matter under the *Environmental Protection and Enhancement Act* or any other provincial or federal legislation, or by any other regulator with jurisdiction.

All enforcement actions issued by the AER may be subject to a follow-up review to confirm previous commitments have been completed and measures have been implemented, to ensure similar noncompliances are prevented in the future. The AER may request any information that demonstrates steps have been taken to prevent repeat noncompliances from occurring.

Under the *Responsible Energy Development Act*, an eligible person may appeal decisions that meet certain criteria. Eligible persons and appealable decisions are defined in section 36 of the *Responsible Energy Development Act* and section 3.1 of the *Responsible Energy Development Act General Regulation*. If you wish to file a request for regulatory appeal, you must submit your request according to the AER’s requirements. You can find filing requirements and forms on the AER website, [www.aer.ca](http://www.aer.ca), under Applications & Notices: Appeals.

Table 1 - Well List

Licence Number	Unique Well Identifier	Surface Location	Working Interest Participants	WIP Interest	Well Status	Surface Rights
W0460086	Not available.	03-25-010-29W4	Manitok Energy Inc.	100.00%	Cancelled	Private
W0460092	Not available.	03-25-010-29W4	Manitok Energy Inc.	100.00%	Cancelled	Private

This is Exhibit "E" referred to in the

Affidavit of Laura Chant

affirmed before me this 7<sup>th</sup> day of October, 2020



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A Notary Public or Commissioner for Oaths in and for Alberta

Maria E. Lavelle  
Barrister and Solicitor  
Alberta Energy Regulator



**Order AD 2020-022**

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MADE at the City of Calgary, in the  
Province of Alberta, on

**April 9, 2020**

ALBERTA ENERGY REGULATOR

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**Under section 25 and 27 of the *Oil and Gas Conservation Act* (OGCA)**

**Manitok Energy Inc. (A5M4)**

1600, 421 7 Ave SW  
Calgary, AB T2P 4K9

**(“Manitok” or “the Licensee”)**

and

Bounty Developments Ltd.  
1250, 340 - 12 Avenue S.W  
Calgary, AB T2R 1L5

**(collectively, “the Parties”)**

WHEREAS Manitok Energy Inc. (the Licensee) is the licensee of the facility licence outlined in Appendix A (the Manitok Licence);

WHEREAS the Licensee is the operator of the site (the Manitok Site) associated with the Manitok Licence;

WHEREAS the Parties are working interest participants in the Manitok Licence;

WHEREAS on February 20, 2018, the Licensee was petitioned into receivership with Alvarez & Marsal Canada Inc. appointed as Receiver-Manager (Receiver);

WHEREAS on July 9, 2019, the Receiver obtained court approval for partial discharge over select assets, including the Licence set out in Appendix 1, and the Receiver is not providing control or possession over the Manitok Site;

WHEREAS the Licensee’s status on the Alberta Corporate Registry as of January 2, 2020 is Struck;

WHEREAS the AER is of the opinion that the Licensee is unable to operate, or to provide care and custody of, the Manitok Site;

WHEREAS in the circumstances the Properties may pose an environmental or safety hazard and should be suspended and abandoned;

WHEREAS David Hardie, Director, Liability Management, has been appointed a Director for the purposes of issuing orders under the OGCA;

Therefore, I, David Hardie, Director, Liability Management, under sections 25 and 27 of the *OGCA*, DO HEREBY ORDER THE FOLLOWING:

1. The Manitok Licence is hereby suspended.
2. Any containment devices or equipment including but not limited to tanks, vessels, pipelines, lease piping, sumps, drains, tubs, containers, pits, or containment rings on the Manitok Site must be depressurized, emptied, and rendered safe in a manner acceptable to the AER no later than April 23, 2020.
3. Any fluids located on the Manitok Site must be immediately removed and stored or disposed of in a manner acceptable to the AER no later than April 23, 2020.
4. Any hazards on the Manitok Site that presents a risk to public safety or the environment, must be reported and addressed in a manner acceptable to the AER no later than April 23, 2020.
5. All wells listed in Appendix A must be shut in, sealed, locked and chained in a manner acceptable to the AER no later than April 23, 2020.
6. The Parties listed in Table 1 of Appendix A have until **May 9, 2020** to:
  - a. Notify the AER of the working interest participant's intention to apply for a transfer of the Manitok Licence in which they are a working interest participant, and advise if they are providing care and custody, including emergency response, of the Manitok Site listed in Table 1 of Appendix A; or
  - b. Submit an abandonment plan to the AER for approval that sets out the date by which the working interest participant will complete abandonment of the Manitok site listed in Appendix A in which they are a working interest participant;
    - i. Upon approval of the Abandonment Plan by the AER, the Parties shall abandon all wells and/or facilities in which they are a working interest participant.
    - ii. The Parties may submit amendments to the Abandonment Plan, for approval by the AER.

- iii. Upon written request of the AER, the Parties shall amend the Abandonment Plan.
- 7. When complying with section 6 of this Order, the Parties shall submit all applicable documentation confirming completion of abandonment operations, including confirmation of surface abandonment and removal of cement pads, debris, and produced liquids associated with the wells and facilities listed in Appendix A, in which they are a working interest participant.
- 8. Pursuant to section 101 of the *OGCA*, the Parties, and their agents, are entitled to have access to and may enter on the land and any structures on the land concerned for the purposes of carrying out activities contemplated in this Order.

Dated at the City of Calgary in the Province of Alberta, the 9th day of April, 2020.

<Original signed by>

David Hardie  
Director, Liability Management  
Alberta Energy Regulator

In complying with this order, the party or parties named must obtain all approvals necessary, notwithstanding the above requirements.

This order in no way precludes any enforcement actions being taken regarding this matter under the *Oil and Gas Conservation Act* and *Pipeline Act* or any other provincial or federal legislation, or by any other regulator with jurisdiction.

All enforcement actions issued by the AER may be subject to a follow-up review to confirm previous commitments have been completed and measures have been implemented, to ensure similar noncompliances are prevented in the future. The AER may request any information that demonstrates steps have been taken to prevent repeat noncompliances from occurring.

Under the *Responsible Energy Development Act*, an eligible person may appeal decisions that meet certain criteria. Eligible persons and appealable decisions are defined in section 36 of the *Responsible Energy Development Act* and section 3.1 of the *Responsible Energy Development Act General Regulation*. If you wish to file a request for regulatory appeal, you must submit your request according to

the AER's requirements. You can find filing requirements and forms on the AER website, [www.aer.ca](http://www.aer.ca), under Applications & Notices: Appeals.

**Appendix A****Table 1 – Facility Licences**

<b>Licence</b>	<b>Surface Location</b>	<b>Working Interest Participant</b>	<b>Percent</b>
F31644	12-34-010-13W4	Bounty Developments Ltd.	25.00%
F31644	12-34-010-13W4	Manitok Energy Inc.	75.00%

This is Exhibit "F" referred to in the

Affidavit of Laura Chant

affirmed before me this 7<sup>th</sup> day of October, 2020

A handwritten signature in cursive script, appearing to read "M. Lavelle".

---

A Notary Public or Commissioner for Oaths in and for Alberta

Maria E. Lavelle  
Barrister and Solicitor  
Alberta Energy Regulator

## Environmental Protection Order EPO 2020-030

<p>MADE at the City of Calgary, in the Province of Alberta, on</p> <p><b>April 9, 2020</b></p>	<p>ALBERTA ENERGY REGULATOR</p>
--	---------------------------------

The Alberta Energy Regulator (“AER”), under sections 140 and 241 of the *Environmental Protection and Enhancement Act* (“EPEA” or the “Act”) orders:

**Manitok Energy Inc. (A5M4)**

1600, 421 7 Ave SW  
Calgary, AB T2P 4K9

(“the Licensee”)

and

**Canadian Coyote Energy Ltd.**

1600, 333 – 7th Avenue S.W.  
Calgary, AB T2P 2Z1

and

**Pacoota Oil Ltd.**

1304 Killearn Avenue S.W.  
Calgary, AB T2V 2N4

and

**Templar Energy Ltd.**

110 - 625 4 Ave SW  
Calgary, AB T2P 3N9

(collectively, “the Parties”)

WHEREAS the Parties were licensed or otherwise authorized by the AER to operate the wells on the land as legally described in Appendix 1 (the “Sites”);

WHEREAS the Parties are “operators” as defined in s. 134(b) of *EPEA*;

WHEREAS on February 20, 2018, the Licensee was petitioned into receivership with Alvarez & Marsal Canada Inc. appointed as Receiver-Manager (Receiver);

WHEREAS on July 9, 2019, the Receiver obtained court approval for partial discharge over select assets, including the Licences set out in Appendix 1, and the Receiver is not providing control or possession over the Sites;

WHEREAS the Licensee's status on the Alberta Corporate Registry as of January 2, 2020 is Struck;

WHEREAS Canadian Coyote Energy Ltd., Pacoota Oil Ltd., and Templar Energy Ltd. are working interest participant in the wells on the Sites;

WHEREAS the status of Canadian Coyote Energy Ltd. on the Alberta Corporate Registry as of April 2, 2017 is Struck;

WHEREAS the status of Pacoota Oil Ltd. on the Alberta Corporate Registry as of January 2, 2005 is Struck;

WHEREAS the status of Templar Energy Ltd. on the Alberta Corporate Registry as of September 2, 1999 is Struck;

WHEREAS the Sites are "specified land" as defined in s. 134(f) of the Act and s. 1(t) of the *Conservation and Reclamation Regulation*;

WHEREAS section 137 of *EPEA* states that an operator must conserve and reclaim specified land;

WHEREAS reclamation certificates have not been issued for the Sites pursuant to s. 138 of the Act;

WHEREAS Kaitlin Szacki, Manager, Orphaning, Insolvency & Legacy has the authority to issue environmental protection orders under section 140 of the Act (the "Manager");

WHEREAS the Manager is of the opinion that the performance of the work described in this Order is necessary to conserve and reclaim the specified land at the Sites;

THEREFORE, I, Kaitlin Szacki, Manager, Orphaning, Insolvency & Legacy, under sections 140 and 241 of the *Environmental Protection and Enhancement Act*, DO HEREBY ORDER THE FOLLOWING:

1. The Licensee shall submit a plan (the "Reclamation Plan") to the Manager by April 16, 2020 for the conservation and reclamation of the Sites.
2. The Reclamation Plan for the conservation and reclamation of the Sites shall include the actions that will be taken to reclaim the Sites and obtain reclamation certificates as per section 137 of *EPEA*.
3. The Reclamation Plan shall include a detailed schedule of implementation for the work required by the Reclamation Plan.
4. The Licensee shall implement the work in the Reclamation Plan in accordance with the schedule of implementation that is approved by the Manager.
5. The Licensee shall apply for reclamation certificates for the Sites once all the work in the Reclamation Plan has been completed.

Dated at the City of Calgary in the Province of Alberta, on the 9th day of April, 2020.

<Original signed by>

Kaitlin Szacki,  
Manager, Orphaning, Insolvency & Legacy



In complying with this order, the party or parties named must obtain all approvals necessary, notwithstanding the above requirements.

This order in no way precludes any enforcement actions being taken regarding this matter under the *Environmental Protection and Enhancement Act* or any other provincial or federal legislation, or by any other regulator with jurisdiction.

All enforcement actions issued by the AER may be subject to a follow-up review to confirm previous commitments have been completed and measures have been implemented, to ensure similar noncompliances are prevented in the future. The AER may request any information that demonstrates steps have been taken to prevent repeat noncompliances from occurring.

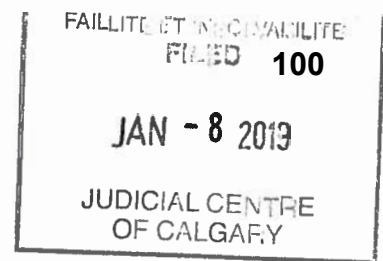
Under the *Responsible Energy Development Act*, an eligible person may appeal decisions that meet certain criteria. Eligible persons and appealable decisions are defined in section 36 of the *Responsible Energy Development Act* and section 3.1 of the *Responsible Energy Development Act General Regulation*. If you wish to file a request for regulatory appeal, you must submit your request according to the AER's requirements. You can find filing requirements and forms on the AER website, [www.aer.ca](http://www.aer.ca), under Applications & Notices: Appeals.

Table 1 - Well List

Licence No	UWI	Status	Surface Location	Working Interest Participants (WIP)	WIP Interest
W0471954	00/02-03-032-08W5/0	Issued	10-03-032-08W5	Manitok Energy Inc.	100.00%
W0469866	02/14-32-022-25W4/0	Issued	02-32-022-25W4	Manitok Energy Inc.	100.00%
W0460386	00/08-34-027-21W4/0	Issued	09-03-028-21W4	Manitok Energy Inc.	100.00%
W0303307	00/09-33-028-21W4/0	Issued	12-34-028-21W4	Manitok Energy Inc.	100.00%
W0300121	00/07-14-095-02W6/0	Abandoned	08-14-095-02W6	Manitok Energy Inc.	100.00%
W0295543	02/05-13-028-21W4/0	Issued	05-13-028-21W4	Manitok Energy Inc.	100.00%
W0294971	00/10-12-028-21W4/0	Amended	11-12-028-21W4	Manitok Energy Inc.	100.00%
W0278778	00/13-11-022-25W4/0	Abandoned	14-11-022-25W4	Manitok Energy Inc.	100.00%
W0259947	W0/13-07-028-20W4/0	Amended	12-07-028-20W4	Manitok Energy Inc.	100.00%
W0216811	02/12-07-028-20W4/0	Amended	15-12-028-21W4	Manitok Energy Inc.	100.00%
W0212335	00/11-34-028-21W4/0	Issued	12-34-028-21W4	Manitok Energy Inc.	100.00%
W0207053	00/07-13-028-21W4/0	Issued	16-12-028-21W4	Manitok Energy Inc.	100.00%
W0206266	02/06-13-028-21W4/0	Amended	15-12-028-21W4	Manitok Energy Inc.	100.00%
W0205175	00/12-34-028-21W4/0	Amended	12-34-028-21W4	Manitok Energy Inc.	100.00%
W0199440	00/05-35-090-06W5/0	Abandoned	05-35-090-06W5	Manitok Energy Inc.	100.00%
W0180726	00/16-12-028-21W4/0	Suspension	05-18-028-20W4	Manitok Energy Inc.	100.00%
W0170241	00/08-20-028-21W4/0	Suspension	08-20-028-21W4	Manitok Energy Inc.	100.00%
W0165124	02/13-31-029-06W4/0	Abandoned	13-31-029-06W4	Canadian Coyote Energy Ltd.	37.50%
W0165124	02/13-31-029-06W4/0	Abandoned	13-31-029-06W4	Manitok Energy Inc.	25.00%
W0165124	02/13-31-029-06W4/0	Abandoned	13-31-029-06W4	Pacoota Oil Ltd.	12.50%
W0165124	02/13-31-029-06W4/0	Abandoned	13-31-029-06W4	Templar Energy Ltd.	25.00%
W0089178	00/12-32-041-13W4/0	Abandoned	12-32-041-13W4	Manitok Energy Inc.	100.00%

**Table 2 - Facility List**

<b>Licence No</b>	<b>Status</b>	<b>Surface Location</b>	<b>Working Interest Participants (WIP)</b>	<b>WIP Interest</b>
F41382	Abandoned	04-23-063-21W4	Manitok Energy Inc.	100.00%
F40428	Issued	10-32-049-01W4	Manitok Energy Inc.	100.00%
F3831	Issued	12-34-028-21W4	Manitok Energy Inc.	100.00%
F3812	Issued	11-12-028-21W4	Manitok Energy Inc.	100.00%
F3802	Issued	05-18-028-20W4	Manitok Energy Inc.	100.00%
F36723	Abandoned	10-27-059-16W4	Manitok Energy Inc.	100.00%
F35537	Issued	02-36-060-05W4	Manitok Energy Inc.	100.00%
F28690	Issued	02-30-004-04W4	Manitok Energy Inc.	100.00%
F12369	Issued	02-29-054-07W4	Manitok Energy Inc.	100.00%



COURT FILE NUMBERS 25-2332583  
25-2332610  
25-2335351

COURT COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY

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

IN THE MATTER OF THE NOTICE OF INTENTION TO  
MAKE A PROPOSAL OF RAIMOUNT ENERGY CORP.

IN THE MATTER OF THE NOTICE OF INTENTION TO  
MAKE A PROPOSAL OF CORINTHIAN OIL CORP.

DOCUMENT **SIXTH REPORT OF THE RECEIVER**

**January 7, 2019**

ADDRESS FOR SERVICE AND  
CONTACT INFORMATION OF  
PARTY FILING THIS  
DOCUMENT

**RECEIVER**  
ALVAREZ & MARSAL CANADA INC.  
Bow Valley Square IV  
Suite 1110, 250 - 6<sup>th</sup> Avenue SW  
Calgary, Alberta T2P 3H7  
Attention: Orest Konowalchuk/Jill Strueby  
Telephone: (403) 538-4736 / (403) 538-4726  
Email: [okonowalchuk@alvarezandmarsal.com](mailto:okonowalchuk@alvarezandmarsal.com)  
[jstrueby@alvarezandmarsal.com](mailto:jstrueby@alvarezandmarsal.com)

**COUNSEL**  
Norton Rose Fulbright Canada LLP  
400 3rd Avenue SW, Suite 3700,  
Calgary Alberta T2P 4H2  
Attention: Howard Gorman, Q.C. / Aaron Stephenson  
Phone: (403) 267 8144 / (403) 267 8290  
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[aaron.stephenson@nortonrosefulbright.com](mailto:aaron.stephenson@nortonrosefulbright.com)  
File: 1001023920



ALVAREZ & MARSAL

## **TABLE OF CONTENTS OF THE SIXTH REPORT OF THE RECEIVER**

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## **LISTING OF APPENDICES TO THE SIXTH REPORT OF THE RECEIVER**

APPENDIX A	Manitok PSA – REDACTED
APPENDIX B	Amending Agreement (Manitok PSA)
APPENDIX C	Raimount PSA
CONFIDENTIAL APPENDIX 1	Receiver’s Analysis of the Manitok PSA
CONFIDENTIAL APPENDIX 2	Manitok PSA – UNREDACTED
CONFIDENTIAL APPENDIX 3	PVR Conversion Agreements (Freehold and the Receiver) - UNREDACTED

## INTRODUCTION

1. Effective February 20, 2018 (the “**Receivership Date**”), the Court of Queen’s Bench of Alberta (the “**Court**”) granted an order in these proceedings (the “**Consent Receivership Order**”) appointing Alvarez & Marsal Canada Inc. (“**A&M**”) as receiver and manager (the “**Receiver**”), without security, of all of the current and future assets, undertakings and properties of every nature and kind whatsoever, including but not limited to real property and wherever situate including all proceeds thereof (the “**Property**”) of Manitok Energy Inc. (“**Manitok**”) and its wholly owned subsidiary Raimount Energy Corp. (“**Raimount**”) (together, the “**Company**”) pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3, as amended, (the “**BIA**”) and section 13(2) of the *Judicature Act*, RSA 2000, c J-2.
2. Prior to the Receivership Date, Manitok and its wholly owned subsidiaries, Raimount and Corinthian Oil Corp. (“**Corinthian**”), had each filed a Notice of Intention to File a Proposal under the BIA (“**NOI**”). The NOI proceedings were terminated by the Court on February 20, 2018 and each Company was deemed bankrupt. A&M was appointed as the Bankruptcy Trustee, replacing FTI Consulting Inc. (“**FTI**”) who had been appointed as the Proposal Trustee under the NOIs.
3. Corinthian is not part of the Receivership. A&M is managing its affairs as Bankruptcy Trustee and through Manitok, which is the operator of the Corinthian properties. The Corinthian assets are not material in comparison to the assets of the Company.
4. The most significant stakeholders in the Receivership Proceedings are the National Bank of Canada (“**NBC**”) and Stream Asset Financial Manitok LP (“**Stream**”). NBC is the applicant in these proceedings and holds a first charge over all of the assets of the Company, except for certain facilities either secured by or owned by Stream (“**NBC Secured Property**”). Stream either financed certain facilities of Manitok and has a first charge on those facilities or acquired

- beneficial ownership of those facilities in a series of four (4) separate transactions, as more fully described in the Second Report of the Receiver (the “**Stream Facilities**”).
5. The Receivership Order empowers and authorizes, but does not obligate, the Receiver to, among other things, manage, operate and carry on the business of the Company and to take possession and control of its Property and of any and all proceeds, receipts and disbursements arising out of or from the Property, and to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business subject to Court approval as necessary.
  6. On August 10, 2018, the Court granted an order approving the Sales Process outlined in detail in the Third Report of the Receiver (the “**Sales Process Order**”). The Receiver conducted the Sale Process as fully discussed in the Receiver’s Fourth Report and received various offers in relation to the Property. The Receiver previously sought Court approval of four transactions and wishes now to proceed with a fifth and sixth transaction, subject to Court approval. Assuming a successful closing of such transactions, substantially all of the saleable Property of Manitoak will have been sold. The Receiver anticipates seeking approval from the Court to approve various other purchase and sale agreements in due course, but those will not be material transactions.
  7. The purpose of this sixth report of the Receiver (the “**Sixth Report**” or “**this Report**”) is to provide the Court with information in respect of the following:
    - a) the Receiver’s activities since the Fifth Report of the Receiver dated October 29, 2018 (the “**Fifth Report**”);
    - b) the purchase and sale agreement between the Receiver and Tantalus Energy Corporation (“**Tantalus**”) dated November 23, 2018 as amended by the Waiver and Amending Agreement (“**Amending Agreement (Manitoak PSA)**”) dated December 14, 2018 (“**Manitoak**”).

**PSA**”), along with the proposed Sale Approval and Vesting Order in relation thereto (the “**Manitok SAVO**”) and;

- c) the purchase and sale agreement (“**Raimount PSA**”) between the Receiver and Tantalus dated January 7, 2019, along with the proposed Sale Approval and Vesting Order in relation thereto (the “**Raimount SAVO**”);
- d) the Receiver’s application for the sealing of Confidential Appendices 1, 2, and 3 to this Report (the “**Sealing Order**”);
- e) approval of the proposed interim distribution of funds recovered by the Receiver (the “**Third Interim Distribution**”); and
- f) the Receiver’s conclusions and recommendations.

- 8. Capitalized words or terms not defined or ascribed a meaning in this Report are as defined or ascribed a meaning in the Receivership Order or the previous five reports of the Receiver.
- 9. All references to dollars are in Canadian currency unless otherwise noted.

## **TERMS OF REFERENCE**

- 10. In preparing this Sixth Report, the Receiver has relied upon information obtained prior to the Receivership Proceedings by Alvarez & Marsal Canada ULC in its role as financial advisor (as discussed in prior reports), the representations of certain former management and employees of the Company, and financial and other information contained in the Company’s books and records. The Receiver has not performed an audit, review or other verification of such information.

## **BACKGROUND AND OVERVIEW**

- 11. Manitok is a public oil and gas exploration and development company focusing on conventional oil and gas reservoirs in the Canadian Foothills along with crude



- oil in Southeast Alberta. Manitok is a corporation registered to carry on business in the Province of Alberta whose shares were traded widely on the TSX Venture Exchange before trading was halted prior to the Receivership Date. Manitok is headquartered in Calgary, Alberta and has two wholly-owned subsidiaries, Raimount and Corinthian.
12. The Receiver was recently forced to shut-in production from Raimount's producing wells as a result of third-party owned pipelines utilized by Raimount being shut-in. The Raimount production was not material to the Company's total production and generated low net backs and minimal cash flow. The Receiver does not anticipate bringing any of Raimount's wells back on production and, further, anticipates that it will likely disclaim its interests in the majority of Raimount's remaining assets, as a result of there being no interest in and/or offers for these assets. The Sale Process generated minimal interest in the Raimount assets; as discussed further below, only the assets subject to the Raimount PSA and certain assets in the Gold Creek area are likely to be sold.
13. Further background to the Company and its financial circumstances is contained in the materials filed in support of and relating to the Receivership Order. These documents and other relevant information, including the Receiver's other filed reports, have been posted by the Receiver on its website at: [www.alvarezandmarsal.com/manitok](http://www.alvarezandmarsal.com/manitok) (the "**Receiver's Website**").

#### **ACTIVITIES OF THE RECEIVER**

14. Since the Fifth Report, the Receiver's main activities in relation to the Company have focused on:
- a) closing the three transactions previously approved by the Court;
  - b) continuing to operate the Company's remaining core properties (the "**Core Properties**") and producing non-core properties;

- c) addressing the claims of significant claimants including Freehold Royalties Partnership (“**Freehold**”), Ember Resources Inc. (“**Ember**”), PrairieSky Royalty Ltd. (“**PSK**”), Stream, and NBC; and
  - d) negotiating a sale of the Core Properties to Tantalus;
- 15. Each of the Shanghai, Bonavista and Journey transactions have closed and the Receiver has made an interim distribution of the net sale proceeds to NBC. A portion of those net sale proceeds were held back by the Receiver pending the resolution of a priority claim by PSK.
- 16. The Receiver continues to manage the Core Properties included in the sale to Tantalus and in doing so continues to employ many of the former employees of Manitoak.

#### **Update on Freehold**

- 17. As previously discussed in the Receiver’s Third and Fourth Reports, the Receiver’s ability to commence a Sale Process was inhibited by uncertainty concerning the rights of Freehold under the PVR with respect to certain core properties of Manitoak. On June 22, 2018, the Court determined that the PVR was an interest in land. The Receiver had initially appealed the Court’s determination but subsequently discontinued its appeal.
- 18. The Receiver initiated a Sale Process to market the Property. The Receiver received feedback from Peters & Co. and potential bidders that the PVR’s waterfall effect (whereby the PVR is paid first from the Stolberg Area and then once depleted, from the Carseland Area and then the Wayne Area) would prevent meaningful offers from being made for Properties in the Carseland and Wayne Areas. This has always been a concern of the Receiver and, as discussed in the Fourth Report, the Receiver met with Freehold representatives to discuss the possibility of negotiating alternative arrangements.

19. A series of agreements have now been executed between Freehold and Tantalus, and Freehold and the Receiver, respectively, to restructure the PVR (the “**PVR Conversion Agreements**”). The PVR Conversion Agreements are to be held in escrow and will only be releasable and become effective upon closing of the transaction contemplated in the Manitoak PSA. Due to the confidential nature of the business terms of the PVR Conversion Agreements, the PVR Conversion Agreements between Freehold and Tantalus are included as Schedule "I" and Schedule "J" in Confidential Appendix 2 to this Report, and the PVR Conversion Agreements between Freehold and the Receiver are included in Confidential Appendix 3 to this Report.
20. As discussed below, reaching agreement with Freehold was crucial to completing the Sale Process and entering into an agreement with Tantalus for the sale of the Core Properties as contemplated in the Manitoak PSA.

#### **Update on Ember**

21. Ember is a natural gas producing company with operations in the Carseland area of Alberta, in the same general vicinity as Manitoak's Carseland operations. Ember purchased its Carseland properties from Encana Corporation (“**Encana**”).
22. In or about March 2017, Manitoak also acquired certain Carseland properties from Encana (the “**Bruce Farm Property**”). Manitoak's Bruce Farm Property acquisition included a number of pipeline segments described in the Manitoak PSA (the “**Disputed Ember Assets**”).
23. Ember claims it acquired the Disputed Ember Assets as part of its purchase from Encana and that Encana effectively sold the Disputed Ember Assets twice, first to Ember and then to Manitoak. Ember filed an application in these Receivership Proceedings to determine ownership of the Disputed Ember Assets. Ember agreed to adjourn its application on the basis that no sale of the Disputed Ember Assets would prejudice Ember's right to have the ownership determined by the Court, or by agreement between Ember and the Receiver. Manitoak's interest in

the Disputed Ember Assets is included in the definition of Assets in the Manitok PSA; however, the Manitok PSA also provides that Tantalus is not acquiring any interest in the Disputed Ember Assets that Ember may ultimately be proved to have.

24. The Manitok SAVO provides that it will not vest out any interest that Ember may have in the Disputed Ember Assets. Additionally, paragraph five (5) of the proposed form of Manitok SAVO provides that the Purchaser will not make certain modifications to how the Disputed Ember Assets are operated without Ember's agreement or a determination of ownership by the Court.

#### **Update on PSK**

25. PSK is a royalty company that has a number of agreements with Manitok, including freehold mineral leases and gross overriding royalty agreements ("**GORRs**").
26. Two separate issues with PSK are brought to a head by the Manitok PSA:
  - a) the continuation of certain mineral leases in the Carseland area; and
  - b) Manitok's obligation to reimburse PSK for 2017 freehold mineral taxes ("**FMT**") in the Carseland and Wayne areas.
27. Regarding the continuation of certain mineral leases in the Carseland area: on or about April 30, 2018, a number of mineral leases issued by PSK to Manitok reached the end of their primary terms. Manitok applied to PSK to continue many of those leases on the basis they were producing and should not be terminated. PSK refused to continue leases covering approximately ten (10) quarter sections of land as described in the Manitok PSA (the "**Disputed PrairieSky Assets**") and, in July 2018, issued a notice to Manitok to that effect. It also issued a notice for Manitok to abandon the five wells drilled on those lands. The Receiver is of the view the leases should be continued and so advised PSK. The wells have not been abandoned.

28. Manitok's interest in the Disputed PrairieSky Assets is included in the definition of Assets in the Manitok PSA, however, the Manitok PSA also provides that Tantalus is not acquiring any interest in the Disputed PrairieSky Assets that PSK may ultimately be proved to have.
29. The proposed form of Manitok SAVO for the Manitok PSA provides that it will not vest out any interest that PSK may have in the Disputed PrairieSky Assets.
30. On April 4, 2018, PSK issued an invoice to Manitok claiming reimbursement for FMT in the amount of \$468,000 for certain properties of Manitok. The Receiver, in consultation with its legal counsel, is of the view that this is an unsecured pre-receivership obligation and payment thereof was stayed by the Consent Receivership Order. Consequently, the amount remains outstanding.
31. On May 16, 2018, PSK issued various notices of default to Manitok advising that if the amount in the consolidated invoice was not paid by June 16, 2018, the leases for certain properties ("**FMT Lands**") would be terminated and that no further action was required by PSK. The Receiver has since continued to produce from the FMT Lands and the FMT Lands are included in the sale to Tantalus.
32. The Manitok SAVO for the Manitok PSA provides the Purchased Assets (including the FMT Lands) will be vested "cured" of any defaults, with claims for monetary defaults attaching to the net proceeds of the sale. This ensures that Tantalus will not acquire the leases for the FMT Lands in default.

### **Update on Stream**

33. As discussed in the Receiver's Second Report and Third Report, Stream claims an ownership interest in the Stream Facilities comprising the majority of the facilities utilized in relation to the Core Properties of Manitok which are included in the sale to Tantalus. Whether Stream or Manitok owned or owns the Stream Facilities has never been formally determined; however, the Sale Process Order allowed the Receiver to market and include the Stream Facilities in the Sale Process, notwithstanding any ownership interest of Stream.

34. The obligations owing to Stream from Manitok and Stream's interest in the Stream Facilities have now been or will be by closing of the transaction contemplated in the Manitok PSA, assigned to Tantalus. Tantalus has included in its offer a credit bid of the entirety of the amount allegedly owing by Manitok to Stream ("**Stream Obligations**") and has allocated that amount to the Stream Facilities. Consequently, upon closing of the Manitok PSA, the Stream Obligations will be fully satisfied. The Manitok SAVO will vest not only Manitok's interest – but also Stream's interest – in the Stream Facilities in the Purchaser.
35. The Receiver has received an opinion from its independent legal counsel that the security of Stream in the Stream Facilities is valid, enforceable and ranks in priority to all other known claims in relation thereto, whether it is a security interest or ownership interest. Any claim in priority to the Stream security/ownership interest would be vested off by the Manitok SAVO but would result in a claim against the net sale proceeds to be paid in accordance with the priority of other claims against those proceeds.
36. The Court-approved Sale Process contemplated a potential motion to be made and determined after the granting of a Manitok SAVO pursuant to which the sale proceeds of any transaction that included the Stream Facilities would be allocated between Stream and NBC ("**Allocation Motion**"). The Manitok PSA obviates the need for the Allocation Motion because, as a mutual condition of closing, Stream must acknowledge the satisfaction of all claims by Stream against Manitok or the Receiver, including in respect of the Receiver's operation of the Stream Facilities after its appointment, which acknowledgement shall become effective immediately subsequent to closing.

## MANITOK PSA AND AMENDING AGREEMENT (MANITOK PSA)

### The Process

37. Pursuant to paragraph 3(k) of the Receivership Order, the Receiver is empowered and authorized to market the Property, including advertising and soliciting offers in respect of the Property or any parts thereof, and negotiate such terms and conditions for the sale of the Property as the Receiver in its discretion may deem appropriate.
38. Pursuant to the Sales Process Order, the Receiver retained Peters & Co. Limited as Marketing Agent (the “**Marketing Agent**”) and a broad-based, comprehensive marketing and sale process was undertaken by the Receiver and Marketing Agent to identify suitable and qualified purchasers for the Property.
39. After successive rounds of bidding, the Receiver (defined as the “**Vendor**” in the Manitok PSA and Raimount PSA), in consultation with the Marketing Agent and NBC, executed the Manitok PSA with Tantalus, subject to Court approval. The Receiver expects to execute the Raimount PSA in the very near future.

### Manitok PSA

40. The Manitok PSA contemplates the purchase of the Core Properties and other non-core properties of Manitok in Alberta. Details of the Manitok PSA are outlined in Confidential Appendix 1.
41. The Manitok PSA is considered by the Receiver to represent the best and highest offer received to date for the assets being purchased thereunder and the Receiver believes that the Manitok PSA will provide the highest and best recovery for those assets. NBC supports the approval of the Manitok PSA.
42. Due to the confidential nature of the information provided in the offers received on the Property during the Sale Process, the Receiver is concerned that, if information about the offer from Tantalus on the Manitok PSA is disclosed prior to the closing of the corresponding sale, such disclosure could materially

jeopardize the closing of the transaction contemplated in the Manitok PSA, or alternatively could materially jeopardize subsequent efforts by the Receiver to re-market the assets to be sold pursuant to the Manitok PSA. As such, the Receiver is respectfully of the view that it is appropriate for this Honourable Court to seal the following confidential appendices to the Sixth Report:

- a) the Receiver's analysis on the Manitok PSA, which includes a summary of the offers received for Properties in the Sale Process (Confidential Appendix 1); and
- b) the Manitok PSA (Confidential Appendix 2).

43. A redacted copy of the Manitok PSA is attached as Appendix A to this Report.

#### **Amending Agreement (Manitok PSA)**

44. On December 14, 2018, the Receiver and Tantalus entered into the Amending Agreement (Manitok PSA), which amended the Manitok PSA as follows.

- a) The Manitok PSA contained a title review due diligence condition. In connection with such review, Tantalus determined that Manitok had not registered caveats at Land Titles to record its interest in a number of mineral leases, and required that such caveats be registered. It was agreed that the Receiver would cooperate with Tantalus in the preparation and filing of any caveats to be registered in relation to the applicable Assets (as defined in the Manitok PSA), after which, the Receiver shall have no further obligations with respect to such caveats. The caveats have all been prepared, executed by the Receiver and are waiting to be filed once confirmation is received that the Receivership Order has been registered at Land Titles. Tantalus has, in the Amending Agreement (Manitok PSA), acknowledged and waived its title review due diligence condition contained at section 3.3(b) of the Manitok PSA;



- b) The date included in the definition of “Closing Date” was changed to January 25, 2019 from December 14, 2018;
- c) The conditions set out in section 3.2 of the Manitok PSA must now be satisfied by January 25, 2019, rather than December 15, 2018;
- d) Certain additions were made to the “Permitted Encumbrances” definition in the Manitok PSA;
- e) Certain mineral leases were deleted, as they were included in error in the original mineral property report attached to the Manitok PSA;
- f) Various additions and deletions of pipelines and wells were made in Schedule “B” as they were included or missed in error in the original schedule;
- g) Schedule “H” relating to excluded contracts not forming part of the Assets (as defined in the Manitok PSA) was amended and replaced.

### **Raimount PSA**

- 45. The Raimount PSA contemplates Tantalus purchasing certain Raimount gas properties in the Garrington area including two wellbores, one compressor and three pipelines (the “**Raimount Assets**”) for \$10,000 (plus applicable taxes). The Raimount Assets are 100% owned by Raimount and Raimount is the current operator on record and holds the AER license for the AER-licensed assets. The Raimount Assets were not producing at the Receivership Date and, at the present time, are not economic to produce and are not producing.
- 46. Closing of the transaction contemplated in the Manitok PSA is not conditional on closing the transaction contemplated in the Raimount PSA; however, closing of the transaction contemplated in the Raimount PSA is conditional on closing the transaction contemplated in the Manitok PSA. The Raimount PSA is attached at Appendix C to this Report, and has not been redacted.

47. The Raimount PSA reflects the only offer received on the Raimount Assets and is therefore considered by the Receiver to represent the highest and best possible recovery for those assets. NBC supports the approval of the Raimount PSA.

**Factors Considered by the Receiver in Accepting the Manitok PSA and Raimount PSA**

48. The Receiver believes that approval of the Manitok PSA and Raimount PSA is in the best interest of all stakeholders. In reaching that conclusion, the Receiver considered the following:
- a) the Receiver was authorized to market and sell the Properties pursuant to section 3(k) of the Receivership Order and the Sale Process Order;
  - b) the Manitok PSA and Raimount PSA arose from the Sale Process conducted by the Receiver and Marketing Agent;
  - c) the Receiver acted in good faith and with due diligence;
  - d) there was an extensive, broad marketing process for all of the Property (including the Core Properties, other non-core properties and Raimount Assets of the Company in Alberta), conducted by an experienced marketing consultant to a large number of prospective purchasers over a reasonable timeframe;
  - e) NBC and Stream (the two main secured stakeholders of Manitok) support the Manitok PSA, and NBC, the main secured stakeholder of Raimount, supports the Raimount PSA;
  - f) Freehold's existing PVR made a sale of Core Properties, as contemplated in the Manitok PSA, difficult and Freehold has agreed to restructure the PVR with Tantalus to facilitate the sale;

- g) the Manitok PSA and Raimount PSA were negotiated between parties at arm's length in good faith and is commercially reasonable under the circumstances; and
  - h) the Receiver determined that the offer submitted by Tantalus was the highest and best offer received for Core Properties, other non-core properties and the Raimount Assets, with a sizeable collective deposit, and an acceptable level of closing risk under the circumstances.
49. The Manitok PSA and Raimount PSA together reflect a purchase by Tantalus of, among other things, Petroleum and Natural Gas Rights, Tangibles and Miscellaneous Interests. (All capitalized terms in this paragraph are defined in the Manitok PSA and Raimount PSA (as applicable) appended at Confidential Appendix 2 and Appendix C, respectively, to this Report).
50. Under both the Manitok PSA and Raimount PSA, the Receiver will serve as bare trustee for and on behalf of Tantalus post-closing in respect of the License(s) until they are transferred to Tantalus by the AER. Tantalus may require the Receiver to apply for an order to compel the Licence Transfer(s) and, if License(s) have not been transferred after 150 days post-Closing, Tantalus must apply for an order to replace the Receiver as receiver over the respective License(s). Any difficulty in effecting the transfer of the Licence(s) shall have no impact on Closing or the Purchase Price paid to Vendor under both the Manitok PSA and Raimount PSA. (All capitalized terms in this paragraph are defined in the Manitok PSA and Raimount PSA (as applicable) appended at Confidential Appendix 2 and Appendix C, respectively, to this Report).

## **PROPOSED MANITOK SAVO**

51. The Manitok SAVO propose to vest off and remove a number of registrations at Land Titles and Personal Property Registry. Those registrations are set out in Schedule D to the Manitok SAVO. Certain of the registrations in Part 4 and the registrations in Part 5 of Schedule D may not relate solely to Assets included in

the Manitok PSA and may include valid registrations against other assets of Manitok or to third party unrelated entities. Consequently, the Manitok SAVO provides that the registrations are only to be removed if they relate to Assets included in the Manitok PSA. The Manitok SAVO also provides that such registrations can be vested off on a subsequent application by any party.

52. Evolve Surface Strategies (“**Evolve**”) has registered a purported security interest at Personal Property Registry with respect to certain lands included in the Manitok PSA. The Receiver is not aware of any security interest in favour of Evolve against Manitok and proposes that this registration be discharged and that Evolve be treated thereafter as unsecured.

### **PROPOSED INTERIM DISTRIBUTION**

53. Pursuant to paragraph 12 of the Receivership Order, the monies collected during the Receivership Proceedings shall be held by the Receiver to be paid or distributed in accordance with the terms of the Receivership Order or any other order of the Court.
54. On October 25, 2018, the Receiver made an initial interim distribution to NBC with respect to certain net sale proceeds derived from the Rising Star PSA (as discussed in the Fourth Report and approved by this Court). A copy of the Receiver’s Certificate with respect to the Rising Star PSA has been filed with the Court and is included on the Receiver’s Website.
55. On November 22, 2018, the Receiver made a second interim distribution to NBC with respect to certain net sale proceeds derived from the Shanghai PSA, Bonavista PSA, and Journey PSA (as discussed in the Fifth Report and approved by this Court). Copies of the Receiver’s Certificates with respect to the Shanghai PSA, Bonavista PSA, and Journey PSA have been filed with the Court and are included on the Receiver’s Website.
56. As previously discussed, the Receiver is advised by its counsel that the NBC security as against the NBC Secured Property is valid and enforceable and ranks

in priority to the unsecured creditors and Stream except in relation to the Stream Facilities, and certain lien claims registered at Land Titles and Alberta Energy security. If the Manitok PSA and Raimount PSA are approved, the Receiver recommends making a distribution to NBC (the “**Third Interim Distribution**”), as partial repayment of the indebtedness of Manitok to NBC. The Third Interim Distribution would be made from the net sale proceeds derived from the Manitok PSA and Raimount PSA, less an amount to be determined by the Receiver, at its sole discretion, to be retained in order to cover future costs of administering the estate in these Receivership Proceedings, and with respect to certain priority or potential priority claims. Specifically (and without limitation) the Receiver proposes to establish holdbacks in respect of priority or potential priority claims by PSK, and liens filed by Riverside Fuels Ltd., and Prentice Creek Contracting Ltd. from the proceeds of the Manitok PSA, to be held pending the resolution of the amount and priority of those claims. The amount of any holdback for the liens will be agreed to by the parties or as directed by further order of the Court.

## **COMPLETION OF THE RECEIVERSHIP**

57. The Receiver must complete the following tasks to complete the administration of the Receivership:
  - a) finalize and execute the Raimount PSA with Tantalus;
  - b) finalize and close the transactions contemplated in the Manitok PSA and Raimount PSA (subject to the approval of this Honourable Court);
  - c) complete final statements of adjustments in relation to the Manitok PSA, the Raimount PSA, and the previous purchase and sale agreements the Receiver entered into with respect to the Property;
  - d) negotiate and finalize purchase and sale agreements for certain of the Company's remaining Property, and disclaim and renounce any Property that cannot be sold;

- e) complete final regulatory filings and administrative matters; and
- f) determine priority to remaining funds and apply to the Court for an Order approving final distribution of remaining funds and discharging the Receiver.

## **RECEIVER'S CONCLUSIONS AND RECOMMENDATIONS**

- 58. The Receiver is of the view that it has made commercially reasonable efforts to obtain the highest realization for the Property being sold to Tantalus pursuant to the Sale Process.
- 59. The Receiver is satisfied that the interests of Manitok's financial stakeholders have been considered during the course of the Sale Process and the Receivership Proceedings, as discussed in the Fourth Report.
- 60. The Receiver is of the view that the Sale Process was efficient, effective and that the integrity of the process has been maintained throughout.
- 61. The Receiver is satisfied that the Sale Process was inherently fair and was conducted in such a manner that no parties experienced preferential or unfair treatment.
- 62. The Receiver recommends that this Honorable Court:
  - a) approve the Manitok PSA, Amending Agreement (Manitok PSA) and Raimount PSA, and grant the Manitok SAVO and the Raimount SAVO, substantially in the Receiver's proposed form;
  - b) seal Confidential Appendices 1, 2, and 3; and
  - c) approve the proposed Third Interim Distribution.

All of which is respectfully submitted this 7<sup>th</sup> day of January 2019.

**ALVAREZ & MARSAL CANADA INC.,  
in its capacity as Receiver of Manitok and Raimount and not in  
its personal or corporate capacity**



Orest Konowalchuk, CPA, CA, CIRP, LIT  
Senior Vice President

**APPENDIX A**

Manitok PSA – REDACTED



## **PURCHASE AND SALE AGREEMENT**

**THIS AGREEMENT** made as of the 23<sup>rd</sup> day of November, 2018.

**BETWEEN:**

**ALVAREZ & MARSAL CANADA INC.**, solely in its capacity as the receiver and manager of **MANITOK ENERGY INC.**, and not in its personal or corporate capacity (hereinafter referred to as “**Vendor**”)

- and -

**TANTALUS ENERGY CORP.**, a corporation incorporated under the laws of the Province of Alberta (hereinafter referred to as “**Purchaser**”)

**WHEREAS** pursuant to an order of the Honourable Madam Justice K.M. Horner of the Alberta Court of Queen’s Bench (the “**Court**”) dated February 20, 2018 (the “**Appointment Order**”), Alvarez & Marsal Canada Inc. (“**Receiver**”) was appointed receiver and manager of **Manitok Energy Inc.** (“**Manitok**”);

**AND WHEREAS** Vendor wishes to sell, and Purchaser wishes to purchase, all of the interest of Vendor in and to the Assets, subject to and in accordance with the terms and conditions hereof.

**NOW THEREFORE, THIS AGREEMENT WITNESSETH** that in consideration of the premises and the mutual covenants and agreements hereinafter set forth, the Parties have agreed as follows:

### **ARTICLE 1 INTERPRETATION**

#### **1.1 Definitions**

In this Agreement, unless the context otherwise requires:

- (a) “**Abandonment and Reclamation Obligations**” means all past, present and future obligations to:
  - (i) abandon, shut-down, close, decommission, dismantle or remove any and all Wells and Tangibles, including all structures, foundations, buildings, pipelines, equipment and other facilities located on the Lands or used or previously used in respect of Petroleum Substances produced or previously produced from the Lands; and
  - (ii) restore, remediate and reclaim the surface and subsurface locations of the Wells and the Tangibles and any lands used to gain access thereto, including such obligations relating to wells, pipelines and facilities which were abandoned or decommissioned prior to the Closing Date that were located on the Lands or that were located on other lands and used in respect of Petroleum Substances produced or previously produced from the Lands, and including the remediation, restoration and reclamation of any other surface and sub-surface lands affected by any environmental damage, contamination or other environmental issues emanating from or relating to the sites for the Wells or the Tangibles;

all in accordance with generally accepted oil and gas industry practices and in compliance with all Applicable Laws;

- (b) **"Accounts Receivable"** means all debts, accounts, claims and choses in action due or owing to or owned, legally or beneficially, by Manitok, including any prepayments or deposits by Manitok held by another person, any amounts owing to Manitok for processing, compression or transportation, any securities, bills, notes and other documents now held or owned or which may be hereafter taken, held or owned by Manitok or anyone on behalf of Manitok in respect of such debts, accounts, claims, moneys and choses in action or any part thereof, together with all books and papers recording, evidencing or relating to said debts, accounts, claims, moneys and choses in action or any part thereof;
- (c) **"AER"** means the Alberta Energy Regulator;
- (d) **"Affected Asset"** is defined in section 9.1(b)(i);
- (e) **"Affiliate"** means, with respect to any Person, any other Person or group of Persons acting in concert, directly or indirectly, that controls, is controlled by or is under common control with such Person. The term **"control"** as used in the preceding sentence means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person whether through ownership or more than fifty percent (50%) of the voting securities of such Person, by contract or otherwise;
- (f) **"Applicable Law"** means, in relation to any person, property or circumstance, all laws, statutes, rules, regulations, official directives and orders of Governmental Authorities (whether administrative, legislative, executive or otherwise), including judgments, orders and decrees of courts, commissions or bodies exercising similar functions, as amended, and includes the provisions and conditions of any permit, license or other governmental or regulatory authorization, that are in effect as at the relevant time and are applicable to such person, property or circumstance;
- (g) **"Assets"** is defined in section 2.1;
- (h) **"Assigned Contracts"** means:
  - (i) all Contracts relating to the Assets (including the Title Documents);
  - (ii) all exploration, development, balancing, transportation, construction and service Contracts relating to the Assets;
  - (iii) all farm-out Contracts relating to the Assets;
  - (iv) all processing, treatment and gathering Contracts in respect of production of Petroleum Substances from the Assets or in the Facilities;
  - (v) all Contracts granting seismic licenses for seismic data lines in respect of the Assets;
  - (vi) all Contracts for the operation of Assets;
  - (vii) all Contracts governing Surface Rights and subsurface rights in respect of the Assets; and
  - (viii) all Marketing and Midstream Agreements relating to the Assets,
 but specifically excluding the Excluded Contracts.

- (i) **"BA Code"** means a business associate code issued by the AER or Petrinex under the AER's Directive 067: Eligibility Requirements for Acquiring and Holding Energy Licences and Approvals;
- (j) **"Business Day"** means a day other than a Saturday, a Sunday or a statutory holiday in Calgary, Alberta;
- (k) **"Contract"** means any agreement, contract, obligation, promise or undertaking to which Manitok is party that is legally binding;
- (l) **"Court Order"** is defined in the Recitals;
- (m) **"Closing"** means the transfer of possession, of the right, title and interest of Vendor and Manitok and risks of the Assets from the Vendor to the Purchaser, the exchange of the General Conveyance and Specific Conveyances and payment of the Purchase Price by the Purchaser to the Vendor, and all other items and considerations required to be delivered on the Closing Date pursuant hereto;
- (n) **"Closing Date"** means 10:00 a.m. on the later of:
  - i. December 14, 2018; or
  - ii. the day that is seven (7) Business Days after receipt of the Court Order;
 such other time and date as may be agreed upon in writing by the Parties;
- (o) **"Closing Place"** means the office of the Vendor, or such other place as may be agreed upon in writing by the Parties;
- (p) **"Crude Oil"** means crude oil, crude bitumen and products derived therefrom;
- (q) **"Data Room Information"** means all information provided or made available to the Purchaser in hard copy or electronic form in relation to Manitok and/or the Assets;
- (r) **"Date of Appointment"** means February 20, 2018;
- (s) **"Disputed Ember Assets"** means the Vendor's Interest in Tangibles comprising pipeline segments bearing the following license numbers, which the Vendor knows or has reason to believe are the subject of an asserted claim by or right of Ember: 13437-39, 19515-157 (now 58911-5); 13437-6, 19515-77 (now 59076-1) and 19515-145 (now 59076-2); 19515-116 (now 58911-3) and 48158-5 (now 58912-2); 19515-115 (now 58911-2); 48158-1 (now 58912-1) and 37427-114; 58912-3 and 37427-99; and, 37427-70, 37427-164 and 37427-221, together with Miscellaneous Interests associated therewith;
- (t) **"Disputed PrairieSky Assets"** means the Vendor's Interest in the Leases and associated Petroleum and Natural Gas Rights, Tangibles, Miscellaneous Interests and Title Documents pertaining to the following Lands, which PrairieSky has purported to terminate and confiscate: T 22 R 25 W4M NE 15 (petroleum from top Manville to base Glauconite Zone); T 22 R 25 W4M NW 15 (petroleum from top Mannville to base Glauconite Zone); T 22 R 25 W4M NE 16 (petroleum from top Manville to base Glauconite Zone); T 22 R 25 W4M NE 33 (petroleum in Glauconite Zone); T 23 R 25 W4M NW 3 (petroleum in Glauconite Zone); T 23 R 25 W4M NE 4; (petroleum in Glauconite Zone); T 23 R 25 W4M NE 9 (petroleum in Ellerslie); T 23 R 25 W4M NW 9 (petroleum in Ellerslie); T 23 R 25 W4M SE 9 (petroleum in Ellerslie); and T 23 R 25 W4M SW 9 (petroleum in Ellerslie);

- (u) **"Effective Date"** means October 1, 2018;
- (v) **"Ember"** means Ember Resources Inc.;
- (w) **"Ember Receivable"** means the Accounts Receivable owing by Ember to Manitok and any proceeds thereof;
- (x) **"Environmental Liabilities"** means all liabilities in respect of the environment which relate to the Assets or which arise in connection with the ownership thereof or operations pertaining thereto, including liabilities related to or arising from:
  - (i) transportation, storage, use or disposal of toxic or hazardous substances;
  - (ii) release, spill, escape, emission, leak, discharge, migration or dispersal of toxic or hazardous substances; or
  - (iii) pollution or contamination of or damage to the environment;

including liabilities to compensate Third Parties for damages and Losses resulting from the items described in items (i), (ii) and (iii) above (including damage to property, personal injury and death) and obligations to take action to prevent or rectify damage to or otherwise protect the environment and, for purposes of this Agreement, "the environment" includes the air, the surface and subsurface of the earth, bodies of water (including rivers, streams, lakes and aquifers) and plant and animal life (including humans);
- (y) **"Excluded Contracts"** means any Contracts listed in **Schedule "H"**;
- (z) **"Facilities"** means Vendor's Interest in and to all unit facilities under any unit agreement applicable to the Leased Substances and all other field facilities whether or not solely located on or under the surface of the Lands (or lands with which the Lands are pooled) and that are, or have been, used for production, gathering, treatment, compression, transportation, injection, water disposal, measurement, processing, storage or other operations respecting the Leased Substances, including any applicable battery, separator, compressor station, gathering system, pipeline, production storage facility or warehouse, including those field facilities specifically identified in **Schedule "B"**;
- (aa) **"Freehold"** means Freehold Royalties Partnership;
- (bb) [REDACTED]
- (cc) **"Freehold Mineral Taxes"** means freehold mineral taxes accruing under the *Freehold Mineral Tax Act*, RSA 2000, Ch. F-26, as amended;
- (dd) **"Freehold Royalty Agreement"** means the production volume royalty agreement dated June 11, 2015 between Manitok and Freehold;
- (ee) **"General Conveyance"** means the form of general conveyance attached hereto as **Schedule "D"**;
- (ff) **"Governmental Authority"** means any federal, national, provincial, territorial, municipal or other government, any political subdivision thereof, and any ministry, sub-ministry, agency or sub-agency, court, board, bureau, office, or department, including any government-owned entity, having jurisdiction over a Party, the Assets or the Transaction;
- (gg) **"GST"** means the goods and services tax payable pursuant to the GST Legislation;

- (hh) **"GST Legislation"** means Part IX of the *Excise Tax Act*, R.S.C. 1985, c. E-15, as amended, and the regulations promulgated thereunder;
- (ii) **"Lands"** means the Vendor's Interest in the lands set out and described in **Schedule "A"**, and the Petroleum Substances within, upon or under such lands (subject to the restrictions and exclusions identified in **Schedule "A"** and in the Title Documents as to Petroleum Substances and geological formations);
- (jj) **"Leases"** means, collectively, Vendor's Interest in and to all leases, reservations, permits, licences, certificates of title or other documents of title (or any replacement thereof, renewal or extension thereof or leases derived therefrom) associated with or related to the Lands, including those documents of title set forth and described in **Schedule "A"**;
- (kk) **"Leased Substances"** means all Petroleum Substances, rights to or in respect of which are granted, reserved or otherwise conferred by or under the Title Documents (but only to the extent that the Title Documents pertain to the Lands);
- (ll) **"Liability Management Rating"** means the liability management rating of a licensee calculated in accordance with AER Directive 006: Licensee Liability Rating (LLR) Program and Licence Transfer Process dated effective February 17, 2016, AER Directive 011: Licensee Liability Rating (LLR) Program – Updated Industry Parameters and Liability Costs dated effective August 1, 2015, AER Directive 024: Large Facility Liability Management Program dated effective February 24, 2016, AER Directive 068: AER Security Deposits dated effective September 17, 2010 and AER Directive 075: Oilfield Waste Liability (OWL) Program dated effective April 11, 2016, as same (or any of them) may be amended, supplemented or replaced from time to time;
- (mm) **"Licences"** means any permits, approvals, licences and authorizations granted by any applicable Governmental Authority (including the AER) to Manito;
- (nn) **"Licence Transfers"** means, in relation to the Assets, the transfer of any Licences from Vendor to Purchaser;
- (oo) **"Losses"** means all losses, costs, claims, damages, expenses and liabilities which a Person suffers, sustains, pays or incurs, including reasonable legal fees on a solicitor and his own client basis but notwithstanding the foregoing shall not include any liability for indirect or consequential damages including business loss, loss of profit, economic loss, punitive damages or income tax liabilities, but shall include any liability for indirect or consequential damages including business loss, loss of profit, economic loss, punitive damages or income tax liabilities suffered, sustained, paid or incurred by a Third Party entitled to recovery or indemnification from a Person;
- (pp) **"Marketing and Midstream Agreements"** means Contracts in respect of:
  - (i) the purchase or sale of Petroleum Substances produced from or processed by the Assets;
  - (ii) the dedication, transportation, processing, compression, treatment, gathering, disposal or storage of Petroleum Substances; and
  - (iii) other like Contracts,
 described in **Schedule "B"**;
- (qq) **"Miscellaneous Interests"** means, subject to any and all limitations and exclusions provided for in this definition, the Vendor's Interest in and to all property, assets, interests and rights pertaining to the Petroleum and Natural Gas Rights and the Tangibles (other

than the Petroleum and Natural Gas Rights and the Tangibles), or either of them, but only to the extent that such property, assets, interests and rights pertain to the Petroleum and Natural Gas Rights and the Tangibles, or either of them, including any and all of the following:

- (i) all Assigned Contracts;
- (ii) all subsisting rights to carry out operations relating to the Lands or the Tangibles, and without limitation, all easements and other permits, licences and authorizations pertaining to the Tangibles;
- (iii) all Surface Rights;
- (iv) all records, books, documents, licences, reports and data which relate to the Petroleum and Natural Gas Rights and the Tangibles, or either of them including any of the foregoing that pertain to proprietary seismic, geological or geophysical matters; and
- (v) the Wells, including the wellbores and any and all casing.

Notwithstanding the foregoing and anything to the contrary contained herein, unless otherwise agreed in writing by the Parties, the Miscellaneous Interests and any other Assets shall not include agreements, documents or data to the extent that: (i) they pertain to Manitok's proprietary technology; (ii) they are owned or licensed by Third Parties with restrictions on their deliverability or disclosure by Manitok to an assignee, or (iii) they comprise the Vendor's and Manitok's tax and financial records, and economic evaluations;

- (rr) **"Office Assets"** means the Vendor's Interest in any office furniture, filing systems, office equipment, televisions, kitchen appliances, computer hardware and the GeoScout server, but specifically excluding any other servers, network drives or similar computer hardware;
- (ss) **"Operating Overhead"** means that portion of the costs of production accounting, head office engineering, and office supplies relating to the Assets and the operation thereof, in respect of each production month between the Effective Date and the Closing Date, in an amount equal to [REDACTED] per production month (provided for a portion of a production month, the amount shall be prorated based on the actual number of days in such production month before the Closing Date);
- (tt) **"Party"** means a party to this Agreement, and **"Parties"** means both of them;
- (uu) **"Permitted Encumbrances"** means:
  - (i) all encumbrances, overriding royalties, net profits interests and other burdens identified in **Schedule "A"**;
  - (ii) any Right of First Refusal or any similar restriction applicable to any of the Assets;
  - (iii) the requirement to receive any consent applicable to the Transaction;
  - (iv) the terms and conditions of the Title Documents, including the requirement to pay any rentals or royalties to the grantor thereof to maintain the Title Documents in good standing and any royalty or other burden reserved to the grantor thereof or any gross royalty trusts applicable to the grantor's interest in any of the Title Documents;

- (v) the terms and conditions of the Assigned Contracts;
- (vi) the PVR in favour of Freehold;
- (vii) [REDACTED]
- (viii) defects or irregularities of title as to which the relevant statute(s) of limitations or prescription would bar any attack or claim against Vendor's Interest;
- (ix) the right reserved to or vested in any grantor, Governmental Authority or other public authority by the terms of any Title Document or by Applicable Law to terminate any Title Document;
- (x) liens securing taxes not yet due and payable;
- (xi) easements, right of way, servitudes or other similar rights in land, including rights of way and servitudes for highways, railways, sewers, drains, gas and oil pipelines, gas and water mains, electric light, power, telephone or cable television conduits, poles, wires or cables;
- (xii) taxes on Petroleum Substances or the income or revenue therefrom, unless specifically excluded and governmental restrictions on production rates from the Wells or on operations being conducted on the Lands or otherwise affecting the value of any of the Assets;
- (xiii) agreements for the sale, processing, transmission or transportation of Petroleum Substances, which are terminable on not more than thirty (30) days' notice (without an early termination penalty or other cost);
- (xiv) any obligation of Manitok or Vendor to hold any portion of its interest in and to any of the Assets in trust for Third Parties;
- (xv) the right reserved to or vested in any municipality, Governmental Authority or other public authority to control or regulate any of the Assets in any manner, including any directives or notices received from any municipality, Governmental Authority or other public authority pertaining to the Assets;
- (xvi) undetermined or inchoate liens incurred or created as security in favour of any Person with respect to the development or operation of any of the Assets, as regards Vendor's or Manitok's share of the costs and expenses thereof which are not due or delinquent as of the date hereof or, if then due or delinquent are being contested in good faith by Vendor and Vendor holds reasonable reserves in respect thereof to make such payments to the extent required;
- (xvii) the reservations, limitations, provisos and conditions in any grants or transfers from the Crown of any of the Lands or interests therein, and statutory exceptions to title;
- (xviii) agreements and plans relating to pooling or unitization of any of the Petroleum and Natural Gas Rights;
- (xix) provisions for penalties and forfeitures under agreements as a consequence of non-participation in operations; and
- (xx) liens granted in the ordinary course of business to a public utility, municipality or Governmental Authority with respect to operations pertaining to any of the Assets



for which any required payments are not delinquent as of Closing, or if delinquent are being diligently contested by Vendor and Vendor holds reasonable reserves in respect thereof to make such payments to the extent required;

- (vv) **"Person"** means any individual, corporation, limited or unlimited liability company, joint venture, partnership (limited or general), trust, trustee, executor, Governmental Authority or other entity;
- (ww) **"Petroleum and Natural Gas Rights"** means the Vendor's Interest in and to all rights to and in respect of the Leased Substances and the Title Documents (but only to the extent that the Title Documents pertain to the Lands), including the interests set out and described in **Schedule "A"**;
- (xx) **"Petroleum Substances"** means any of Crude Oil, synthetic crude oil, petroleum, natural gas, natural gas liquids, and any and all other substances related to any of the foregoing, whether liquid, solid or gaseous, and whether hydrocarbons or not, including sulphur;
- (yy) **"Pipelines"** means the pipeline or pipelines, if any, set out in **Schedule "B"** under the heading "Pipelines";
- (zz) **"PrairieSky"** means PrairieSky Royalty Ltd.;
- (aaa) **"Prime Rate"** means the rate of interest, expressed as a rate per annum, designated by the main branch in Calgary of the National Bank of Canada as the reference rate used by it to determine rates of interest charged by it on Canadian dollar commercial loans made in Canada and which is announced by such bank, from time to time, as its prime rate, provided that whenever such bank announces a change in such reference rate the "Prime Rate" shall correspondingly change effective on the date the change in such reference rate is effective;
- (bbb) **"PVR"** means the production royalty granted by Manitoak to Freehold pursuant to the Freehold Royalty Agreement;
- (ccc) [REDACTED]
- (ddd) **"Representative"** means, with, respect to any Party, its Affiliates, and its and their respective directors, officers, servants, agents, advisors, employees and consultants;
- (eee) **"Rights of First Refusal"** means a preferential, pre-emptive or first purchase right that becomes operative by virtue of this Agreement or the Transaction;
- (fff) **"ROFR Allocation"** is defined in section 9.1(a);
- (ggg) **"ROFR Action"** is defined in section 9.1(d)(ii);
- (hhh) **"ROFR Challenge"** is defined in section 9.1(d);
- (iii) **"ROFR Escrow Agreement"** means an agreement substantially in the form attached as Schedule "K";
- (jjj) **"ROFR Holder"** is defined in section 9.1(b);
- (kkk) **"Sales Taxes"** means all transfer, sales, excise, stamp, license, production, value-added and other like taxes, assessments, charges, duties, fees, levies or other governmental charges of any kind, and includes additions by way of penalties, interest and other amounts with respect thereto, including GST;



- (III) **"Specific Conveyances"** means all conveyances, assignments, transfers, novations and other documents or instruments that are reasonably required or desirable to convey, assign and transfer the interest of Vendor in and to the Assets to Purchaser and to novate Purchaser in the place and stead of Vendor with respect to the Assets;
- (mmm) **"Stream"** means Stream Asset Financial Manitoak LP;
- (nnn) **"Stream Agreements"** means, collectively, the Stolberg and Entice Areas Rental Agreement between Manitoak and Stream, made effective December 30, 2014 and amended June 12, 2015 and June 29, 2015, the Stolberg Area Joint Venture Agreement between Manitoak and Stream, made effective December 30, 2014 and amended June 12, 2015 and June 29, 2015, the Wayne Area Rental Agreement between Manitoak and Stream, made effective June 12, 2015 and amended June 29, 2015, and the Wayne Area Joint Venture Agreement between Manitoak and Stream, made effective June 12, 2015 and amended June 29, 2015;
- (ooo) **"Stream Assets"** means those Facilities and any equipment associated therewith or located thereon and which are described in Part D on **Schedule "B"** together with and all present and future contractual rights related to those Facilities, including any third party agreements to process and transport Petroleum Substances through such Facilities;
- (ppp) **"Stream Assignment Documents"** means any and all agreements pursuant to which all of Stream's rights, interests and benefits under the Stream Agreements were assigned to Purchaser;
- (qqq) **"Stream Component"** means that portion of the Purchase Price relating to the Stream Assets, being [REDACTED];
- (rrr) **"Stream Obligations"** means the amount claimed by Stream to be owing to it by Manitoak under the Stream Agreements, which as of October 31, 2018 is approximately [REDACTED];
- (sss) **"Stream Obligations Acknowledgment"** means a written acknowledgment by Purchaser, as assignee of all of Stream's rights, interests and benefits under the Stream Agreements, of the set off of the Stream Obligations by the Stream Component, and confirming that in relation to the Stream Obligations, all claims by Purchaser against Vendor or Manitoak shall be deemed satisfied in full and Purchaser shall have no further claims against Vendor or the Receiver in relation thereto;
- (ttt) **"Surface Rights"** means all rights to occupy, cross or otherwise use or enjoy the surface of the Lands and any lands pooled or unitized therewith or any other lands: (i) upon which the Tangibles are situate, (ii) used in connection with the ownership or operation of the Petroleum and Natural Gas Rights, the Tangibles or the Wells, or (iii) used to gain access to any of the Lands (or any lands pooled or unitized therewith), the Tangibles or the Wells;
- (uuu) **"Tangibles"** means, subject to any and all limitations and exclusions provided for in this definition, the Facilities, Pipelines and any and all tangible depreciable property and assets other than the Facilities which are located within, upon or in the vicinity of the Lands and lands pooled or unitized therewith and which are used or are intended to be used to produce, process, gather, treat, measure, make marketable or inject the Leased Substances or any of them or in connection with water injection, water disposal or removal operations that pertain to the Petroleum and Natural Gas Rights, including without limitation any and all gas plants, oil batteries, buildings, production equipment, pipelines, pipeline connections, meters, generators, motors, compressors, treaters, dehydrators, scrubbers, separators, pumps, tanks, boilers and communication equipment (including any SCADA systems);

- (vvv) **“Third Party”** means any individual or entity other than Receiver, Manitok, Vendor and Purchaser, including any partnership, corporation, trust, unincorporated organization, union, government and any department and agency thereof and any heir, executor, administrator or other legal representative of an individual;
- (www) **“this Agreement”, “herein”, “hereto”, “hereof”** and similar expressions mean and refer to this Agreement;
- (xxx) **“Title Documents”** means, collectively, any and all certificates of title, Leases, reservations, permits, licences, assignments, trust declarations, operating agreements, royalty agreements, gross overriding royalty agreements, participation agreements, farm-in agreements, sale and purchase agreements, pooling agreements and any other documents and agreements granting, reserving or otherwise conferring rights to:
- (i) explore for, drill for, produce, take, use or market Petroleum Substances;
  - (ii) share in the production of Petroleum Substances; and
  - (iii) share in the proceeds from, or measured or calculated by reference to the value or quantity of, Petroleum Substances which are produced,
- and any rights to acquire any of the rights described in items (i) to (iii) of this definition; but only if the foregoing pertain in whole or in part to Petroleum Substances within, upon or under the Lands; including those, if any, set out and described in **Schedule “A”**;
- (yyy) **“Transaction”** means the transaction for the purchase and sale of the Assets as contemplated by this Agreement;
- (zzz) **“Unexpired ROFR”** is defined in section 9.1(c);
- (aaaa) **“Vendor’s Interest”** means all of the right, interest, title and estate of Manitok and/or Vendor, whether absolute or contingent, legal or beneficial, present or future, vested or not and whether or not an interest in land; and
- (bbbb) **“Wells”** means the Vendor’s Interest in and to all producing, shut-in, suspended, abandoned, capped, injection and disposal wells on the Lands, including the wells listed in **Schedule “B”**.

## 1.2 Headings

The expressions “Article”, “section”, “subsection”, “clause”, “subclause”, “paragraph” and “Schedule” followed by a number or letter or combination thereof mean and refer to the specified article, section, subsection, clause, subclause, paragraph and schedule of or to this Agreement.

## 1.3 Interpretation Not Affected by Headings

The division of this Agreement into articles, sections, subsections, clauses, subclauses and paragraphs and the provision of headings for all or any thereof are for convenience and reference only and shall not affect the construction or interpretation of this Agreement.

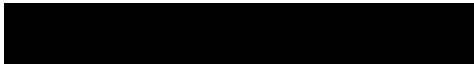

## 1.4 Included Words

When the context reasonably permits, words suggesting the singular shall be construed as suggesting the plural and *vice versa*, and words suggesting gender or gender neutrality shall be construed as suggesting the masculine, feminine and neutral genders. The word “including” or any

variation thereof means “including, without limitation,” and shall not be construed to limit any general statement that it follows to the specific or similar items or matters immediately following it.

## **1.5 Schedules**

There are appended to this Agreement the following schedules pertaining to the following matters:

Schedule “A”	-	Lands and Petroleum and Natural Gas Rights
Schedule “B”	-	Wells, Facilities, Pipelines and Stream Facilities
Schedule “C”	-	Rights of First Refusal
Schedule “D”	-	General Conveyance
Schedule “E”	-	Form of Officer’s Certificate
Schedule “F”	-	Form of Court Order
Schedule “G”	-	Allocation of Purchase Price
Schedule “H”	-	Excluded Contracts
Schedule “I”	-	
Schedule “J”	-	
Schedule “K”	-	Form of ROFR Escrow Agreement

Such schedules are incorporated herein by reference as though contained in the body hereof.

## **1.6 Damages**

All losses, costs, claims, damages, expenses and liabilities in respect of which a Party has a claim pursuant to this Agreement include reasonable legal fees and disbursements on a solicitor and client basis.

## **1.7 Derivatives**

Where a term is defined herein, a capitalized derivative of such term shall have a corresponding meaning unless the context otherwise requires.

## **1.8 Interpretation if Closing Does Not Occur**

In the event that Closing does not occur, each provision of this Agreement which presumes that Purchaser has acquired the Assets hereunder shall be construed as having been contingent upon Closing having occurred.

## **1.9 Conflicts**

If there is any conflict or inconsistency between a provision of the body of this Agreement and that of a Schedule or a Specific Conveyance, the provision of the body of this Agreement shall prevail. If any term or condition of this Agreement conflicts with a term or condition of a Title Document or any Applicable Law, the term or condition of such Title Document or the Applicable Law shall prevail, and this Agreement shall be deemed to be amended to the extent required to eliminate any such conflict.

### 1.10 Currency

All dollar (\$) amounts referenced in this Agreement are expressed in the lawful currency of Canada.

## ARTICLE 2 PURCHASE AND SALE AND CLOSING

### 2.1 Purchase and Sale

Subject to and in accordance with the terms of this Agreement, Vendor, exercising the powers of sale granted pursuant to the Appointment Order, hereby agrees to sell, assign, transfer, convey and set over to Purchaser, and Purchaser hereby agrees to purchase from Vendor, all of the Vendor's Interest in and to the following:

- (a) the Petroleum and Natural Gas Rights;
- (b) the Tangibles;
- (c) the Miscellaneous Interests;
- (d) the Stream Assets;
- (e) the Office Assets;
- (f) the Ember Receivable;
- (g) the Disputed Ember Assets; and
- (h) the Disputed PrairieSky Assets,

(collectively, the “**Assets**”, but excluding any Contracts listed on **Schedule “H”** (collectively, “**Excluded Contracts**”)).

### 2.2 Purchase Price

- (a) The aggregate consideration to be paid by Purchaser to Vendor for Vendor's interest in and to the Assets shall be [REDACTED] (the “**Purchase Price**”), plus or minus (as applicable) the net amount of the adjustments made pursuant to ARTICLE 7, plus applicable Sales Taxes.
- (b) The Purchase Price shall be satisfied as follows:
  - (i) the payment of the Deposit (as set forth and defined in section 2.12);
  - (ii) with respect to the Stream Assets, by way of setting off the Stream Obligations as against the Stream Component; and
  - (iii) cash for the balance, being [REDACTED], payable to Vendor at Closing (the “**Cash Component**”).

### 2.3 Allocation of Purchase Price


The Parties shall allocate the Purchase Price amongst the Assets in the manner set out on **Schedule “G”** or otherwise agreed to by the Parties, acting reasonably.

### 2.4 Assumption of Abandonment and Reclamation Obligations

In determining the Purchase Price, the Parties have taken into account the Purchaser's assumption of responsibility for the payment of all costs for existing or future Abandonment and Reclamation Obligations associated with the Assets, as set forth in this Agreement, and the absolute release of Manitoak and Vendor of all and any responsibility or liability therefor.

### 2.5 Closing

Closing shall take place at the Closing Place on the Closing Date if there has been satisfaction or waiver of the conditions of Closing herein contained. Subject to all other provisions of this Agreement, possession, risk and the right, title and interest of Vendor and Manitoak in and to the Assets shall pass from Vendor to Purchaser on the Closing Date.

- (a) On the Closing Date, Vendor shall deliver to Purchaser:
  - (i) the General Conveyance in the form attached as **Schedule “D”**, duly executed by Vendor;
  - (ii) the Officer's Certificate substantially in the form attached as **Schedule “E”**, duly executed by Vendor;
  - (iii) a receipt for the Purchase Price as adjusted herein plus applicable Sales Taxes;
  - (iv) any tax elections as contemplated by this Agreement, duly executed by Vendor;
  - (v) a certified copy of the Court Order;
  - (vi) the ROFR Escrow Agreement, duly executed by Vendor;
  - (vii) an assignment and novation or similar agreement among Vendor, Purchaser and Freehold assigning the obligations of Vendor in relation to the Assets under the Freehold Royalty Agreement to Purchaser, duly executed by Vendor;
  - (viii) 
  - (ix) any such other items as may be specifically required hereunder.
- (b) On the Closing Date, Purchaser shall deliver to Vendor:
  - (i) the General Conveyance in the form attached as **Schedule “D”**, duly executed by Purchaser;
  - (ii) the Officer's Certificate substantially in the form attached as **Schedule “E”**, duly executed by Purchaser;
  - (iii) the Cash Component, plus applicable Sales Taxes;
  - (iv) the Stream Assignment Documentation;

- (v) the Stream Obligations Acknowledgment;
- (vi) the ROFR Escrow Agreement, duly executed by Purchaser;
- (vii) an assignment and novation or similar agreement among Vendor, Purchaser and Freehold assigning the obligations of Vendor in relation to the Assets under the Freehold Royalty Agreement to Purchaser, duly executed by Purchaser;
- (viii) [REDACTED]
- (ix) any tax elections as contemplated by this Agreement, duly executed by Purchaser; and
- (x) any such other items as may be specifically required hereunder.

## 2.6 Licence Transfers

- (a) To the extent applicable, as soon as reasonably practicable following the granting of the Court Order, Vendor shall prepare and, where applicable, electronically submit, an application to the applicable Governmental Authorities for Licence Transfers and Purchaser shall, where applicable, electronically ratify and sign such application.
- (b) If a Governmental Authority denies any Licence Transfers because of misdescription or other minor deficiencies in the application, Vendor shall within two (2) Business Days of such denial correct the application and amend and re-submit the application for the Licence Transfers and Purchaser shall, where applicable, electronically ratify and sign such application.
- (c) In the event that the approval by the Governmental Authority of Licence Transfers is conditional upon a Party providing deposits or other security to such Governmental Authority or undertaking any corrective action or remedial work (including inspections, tests or engineering assessments), Purchaser shall be responsible for providing such deposits or security to such Governmental Authority and undertaking such corrective or remedial work as may be required, at Purchaser's sole expense.
- (d) If the Licence Transfers are completed but Closing does not occur, Purchaser shall take all steps reasonably required to effect the reversal of the Licence Transfers.

## 2.7 Steps upon satisfaction of certain Conditions

Upon the satisfaction or waiver of the conditions set out in Sections 3.2(b), 3.2(c) and 3.2(c), Vendor shall apply to the Court to obtain an Order substantially in the form attached as **Schedule "F"** (the "**Court Order**"), on notice to all parties then known to be affected thereby, authorizing, approving and confirming this Agreement and the Transaction, and vesting the Vendor's Interest in the Assets in Purchaser, free and clear of all encumbrances, liens, security interests, mortgages, charges or claims, other than Permitted Encumbrances.

## 2.8 Pipeline Records

- (a) In connection with the transfer of pipeline licenses relating to the Tangibles pursuant to the Agreement and the AER Bulletin 2015-34 (as amended, supplemented, revised or replaced, the "**Bulletin**"), Vendor is required to transfer sufficient documentation to satisfy the transferor statement on the AER digital data submission system (the "**Pipeline Records**"). If Purchaser or Vendor receives written notice from the AER that it has determined that Pipeline Records, or any of them, transferred by Vendor to Purchaser

under the Agreement do not satisfy or are found to be deficient under the Bulletin in any respect, then Purchaser will be responsible for and shall conduct, in a timely manner, all operations and activities that are required to cure or remedy any and all deficiencies identified by the AER ("**AER Deficiencies**"), in each case in accordance in all material respects with the terms of the applicable Title Documents, Applicable Laws, any requirements set forth in any correspondence with the AER and with generally accepted industry practices in Alberta and following in all material respects the standard of care which would be followed by a reasonably prudent operator in similar circumstances.

- (b) The existence of any deficient Pipeline Records, AER Deficiencies and the remedial work required to be conducted in respect thereof, shall not constitute a breach of any of Vendor's representations, warranties or otherwise in the Agreement, and Purchaser shall have no claim against Vendor in relation thereto.

## **2.9 Specific Conveyances**

The Parties shall cooperate in the preparation of the Specific Conveyances. At a reasonable time prior to Closing, Purchaser shall use reasonable efforts to prepare and provide for Vendor's review all Specific Conveyances at Purchaser's own cost and expense. The Parties shall execute such Specific Conveyances at Closing. None of the Specific Conveyances shall confer or impose upon either Party any greater right or obligation than as contemplated in this Agreement. Promptly after Closing, Purchaser shall register and/or distribute (as applicable) all such Specific Conveyances and shall bear all costs incurred therewith and in preparing and registering any further assurances required to convey the Assets to Purchaser.

## **2.10 Title Documents and Miscellaneous Interests**

As soon as practicable following Closing:

- (a) Vendor shall deliver to Purchaser such original copies of the Title Documents and any other agreements and documents to which the Assets are subject;
- (b) Vendor shall deliver to Purchaser such original copies of contracts, agreements, records, books, documents, licenses, reports and data comprising Miscellaneous Interests; and
- (c) Vendor shall permit Purchaser to copy all information and data relating directly to and comprising the Assets stored on all Manitok servers, network drives and similar computer hardware,

to the extent that the forgoing is in the possession or control of Vendor or of which Vendor gains possession or control of prior to Closing.

## **2.11 Form of Payment**

All payments to be made pursuant to this Agreement shall be in Canadian funds. All payments to be made pursuant to this Agreement shall be made by certified cheque, bank draft or wire transfer.

## 2.12 Deposit

The Parties acknowledge that a deposit in the amount of [REDACTED] has been provided by Purchaser to Vendor concurrent with the execution of this Agreement, to be held in trust in a trust account and released only in accordance with the provisions of this section 2.12 (the “**Deposit**”, which shall include any interest earned thereon).

The Deposit shall be held in trust by Vendor until one of the following events occur:

- (a) if Closing occurs, the Deposit shall be released and retained by Vendor at Closing for its own account absolutely and be applied as partial payment of the Purchase Price;
- (b) if Closing does not occur due to a breach of this Agreement by Purchaser or by failure of Purchaser to fulfill the conditions set forth in section 3.4, the Deposit shall be released and forfeited to Vendor for the account of Vendor absolutely; and
- (c) if Closing does not occur due to any reason other than as addressed by section 2.12(b), the Deposit shall be paid to Purchaser for the account of Purchaser absolutely.

Notwithstanding the foregoing and anything to the contrary contained in this Agreement, if Closing does not occur due to any reason whatsoever, [REDACTED] of the Deposit shall be released and forfeited to Vendor for the account of Vendor absolutely.

## 2.13 Damages

The Parties agree that the amount of the Deposit constitutes their genuine estimate of all damages that will be suffered by Vendor as a result of Closing not occurring and that Vendor’s retention thereof shall constitute liquidated damages to, and be the sole remedy of, Vendor as a result of Closing not occurring.

## 2.14 Taxes

### (a) GST

Each of Purchaser and Vendor is a registrant for GST purposes and will continue to be a registrant at the Closing Date in accordance with the provisions of the GST Legislation. Their respective GST registration numbers are:

Vendor 838609345RT0001

Purchaser 799744314RT0001

### (b) Sales Taxes

The Parties acknowledge that the Purchase Price is exclusive of all Sales Taxes. Purchaser shall be solely responsible for all Sales Taxes which may be imposed by any Governmental Authority and which pertain to Purchaser’s acquisition of the Assets or to the registration of any Specific Conveyances necessitated hereby. Except where Vendor is required under Applicable Law to collect or pay such Sales Taxes, Purchaser shall pay such Sales Taxes directly to the appropriate Governmental Authority or other entity within the required time period and shall file all necessary documentation with respect to such Sales Taxes when due. Vendor will do and cause to be done such things as are reasonably requested to enable Purchaser to comply with such obligation in a timely manner. If Vendor is required under Applicable Law to pay any such Sales Taxes, Purchaser shall promptly reimburse Vendor the full amount of such Sales Taxes upon delivery to Purchaser of copies of receipts showing payment of such Sales Taxes.



Purchaser shall be responsible for the payment of any amount of Sales Taxes payable in respect of its purchase of the Assets pursuant hereto and any interest and penalties payable in respect thereto and shall indemnify and save harmless Vendor in respect thereof.

(c) Elections

The Parties agree to make any such elections as determined by Vendor and Purchaser, each acting reasonably, as prudent and available to minimize taxes payable as a result of the Transaction. Purchaser, acting reasonably, shall prepare, and each Party agrees to execute and file, any such elections in the form and within the time periods prescribed or specified under Applicable Law.

## **2.15 Disputed Ember Assets and Disputed PrairieSky Assets**

Purchaser acknowledges that: (i) claims in relation to the Disputed Ember Assets and Disputed PrairieSky Assets have been made by Ember and PrairieSky, respectively, and that Vendor makes no representations and warranties with respect to its ownership or otherwise with respect to such Assets; and (ii) any right, title or interest that Ember or PrairieSky may ultimately be proved to have in the Disputed Ember Assets and the Disputed PrairieSky Assets, respectively, shall not constitute Assets, and therefore, shall not be vested in the name of the Purchaser pursuant to the Court Order.

## **ARTICLE 3 CONDITIONS OF CLOSING**

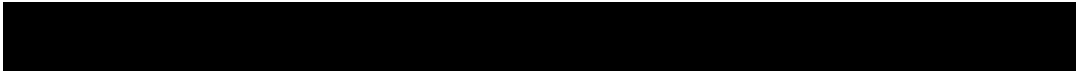
### **3.1 Required Consents**

Both before and after Closing, each of the Parties shall use all reasonable efforts to obtain any and all approvals required under Applicable Law and any and all material consents of Third Parties required to permit the Transaction. The Parties acknowledge that the acquisition of such consents shall not be a condition precedent to Closing. It shall be the sole obligation of Purchaser, at Purchaser's sole cost and expense, to provide any and all financial assurances, remedial work or other documentation required by Governmental Authorities to permit the transfer to Purchaser, and registration of Purchaser as owner and/or operator, of any of the Assets including the Facilities and the Wells.

### **3.2 Mutual Conditions**

The obligation of Purchaser to purchase Vendor's Interest in and to the Assets, and of Vendor to sell its interest in and to the Assets to Purchaser, is subject to the following conditions precedent:

- (a) Vendor obtaining the Court Order;
- (b) by no later than November 30, 2018, or such later date as the Parties may agree to in writing, Stream shall have acknowledged in writing to Vendor and Purchaser (in a form agreeable to each of the Parties, acting reasonably) that upon payment to Stream by Vendor of [REDACTED], all claims by Stream against Manitok or Vendor, including in respect of Vendor's operation of the Stream Assets after the Date of Appointment, shall be deemed satisfied in full, and that Stream shall have no further claims against Manitok or Vendor, which acknowledgement shall become effective immediately subsequent to Closing; and
- (c) [REDACTED]

- 
- (d) there shall not have been instituted any legal proceedings to obtain, and no court or Governmental Authority of competent jurisdiction shall have issued, promulgated, enforced or entered any judgment, decree, injunction or other order, whether temporary, preliminary or permanent, that restrains, enjoins or otherwise prohibits consummation of the Transaction.

Unless otherwise agreed to by the Parties, if the conditions contained in this section 3.2 have not been performed or satisfied on or before December 15, 2018, this Agreement and the obligations of Vendor and Purchaser under this Agreement shall automatically terminate without any further action on the part of either Vendor or Purchaser.

### **3.3 Purchaser's Conditions**

The obligation of Purchaser to purchase Vendor's Interest in and to the Assets is subject to the following conditions precedent, which are inserted herein and made part hereof for the exclusive benefit of Purchaser and may be waived by Purchaser in whole or in part:

- (a) the representations and warranties of Vendor herein contained shall be true in all material respects when made and as of the Closing Date;
- (b) Purchaser shall be satisfied with the results of a review of title to the Assets listed in Schedules "A" and "B", provided that such condition must be satisfied or waived by no later than five (5) Business Days following the execution of this Agreement; and
- (c) all obligations of Vendor contained in this Agreement to be performed prior to or at Closing shall have been timely performed in all material respects.

If any one or more of the foregoing conditions precedent has or have not been satisfied, complied with, or waived by Purchaser, at or before the Closing Date, Purchaser may terminate this Agreement by written notice to Vendor. If Purchaser terminates this Agreement, Vendor and Purchaser shall be released and discharged from all obligations hereunder except as provided in sections 2.12 and 11.13.

### **3.4 Vendor's Conditions**

The obligation of Vendor to sell the Vendor's Interest in and to the Assets to Purchaser is subject to the following conditions precedent, which are inserted herein and made part hereof for the exclusive benefit of Vendor and may be waived by Vendor in whole or in part:

- (a) the representations and warranties of Purchaser herein contained shall be true in all material respects when made and as of the Closing Date;
- (b) all obligations of Purchaser contained in this Agreement to be performed prior to or at Closing shall have been timely performed in all material respects; and
- (c) all amounts to be paid by Purchaser to Vendor at Closing, including the Purchase Price, shall have been paid to Vendor in the form stipulated in or otherwise satisfied in accordance with this Agreement;

If any one or more of the foregoing conditions precedent has or have not been satisfied, complied with, or waived by Vendor, at or before the Closing Date, Vendor may terminate this Agreement by written notice to Purchaser. If Vendor terminates this Agreement, Vendor and Purchaser shall be released and discharged from all obligations hereunder except as provided in sections 2.12 and 11.13.

### **3.5 Efforts to Fulfil Conditions Precedent**

Purchaser and Vendor shall proceed diligently and in good faith and use all reasonable efforts to satisfy and comply, and assist in the satisfaction and compliance, with the foregoing conditions precedent.

## **ARTICLE 4 REPRESENTATIONS AND WARRANTIES**

### **4.1 Representations and Warranties of Vendor and Receiver**

Vendor makes only the following representations to Purchaser, no claim in respect of which shall be made or be enforceable by Purchaser unless written notice of such claim, with reasonable particulars, is given by Purchaser to Vendor within a period of six (6) months following the Closing Date:

- (a) Receiver has been appointed by the Court as receiver and manager of Manitok and such appointment is valid and subsisting;
- (b) subject to obtaining and pursuant to the Court Order, Vendor has the right to enter into this Agreement and to complete the Transaction;
- (c) provided the Court Order is obtained, this Agreement and any other agreements delivered in connection herewith constitute valid and binding obligations of Vendor enforceable against Vendor in accordance with their terms;
- (d) Vendor has not since the Date of Appointment knowingly sold, disposed of, transferred, disclaimed, renounced, released or abandoned, or granted any charge or other encumbrance against, any of the Assets, other than provided for in paragraphs 17 and 20 of the Appointment Order; for certainty, Vendor makes no representations and warranties with respect to charges or other encumbrances against any of the Assets registered or claimed by third parties not made at or relating to the directions of Vendor; and
- (e) Vendor is not a non-resident of Canada for the purposes of the *Income Tax Act* (Canada).

### **4.2 Representations and Warranties of Purchaser**

Purchaser makes the following representations and warranties to Vendor, no claim in respect of which shall be made or be enforceable by Vendor unless written notice of such claim, with reasonable particulars, is given by Vendor to Purchaser within a period of six (6) months following the Closing Date:

- (a) Purchaser is an Alberta corporation duly organized, validly existing and is authorized to carry on business in the provinces in which the Lands are located;
- (b) Purchaser has good right, full power and absolute authority to purchase and acquire the interest of Vendor in and to the Assets according to the true intent and meaning of this Agreement;
- (c) except for obtaining the Court Order, the execution, delivery and performance of this Agreement has been duly and validly authorized by any and all requisite corporate, shareholders', directors' or equivalent actions and will not result in any violation of, be in conflict with, or constitute a default under, any articles, charter, bylaw or other governing document to which Purchaser is bound;
- (d) the execution, delivery and performance of this Agreement will not result in any violation of, be in conflict with, or constitute a default under, any term or provision of any

agreement or document to which Purchaser is party or by which Purchaser is bound, nor under any judgement, decree, order, statute, regulation, rule or license applicable to Purchaser;

- (e) provided the Court Order is obtained, this Agreement and any other agreements delivered in connection herewith constitute valid and binding obligations of Purchaser enforceable against Purchaser in accordance with their terms;
- (f) no authorization or approval or other action by, and no notice to or filing with, any Governmental Authority or regulatory body exercising jurisdiction over the Assets is required for the due execution, delivery and performance by Purchaser of this Agreement, other than authorizations, approvals or exemptions from requirement therefor previously obtained and currently in force or to be obtained prior to or after Closing;
- (g) Purchaser has adequate funds available in an aggregate amount sufficient to pay: (i) all amounts required to be paid by Purchaser under this Agreement; and (ii) all expenses which have been or will be incurred by Purchaser in connection with this Agreement and the Transaction;
- (h) on Closing Purchaser will be in compliance with its obligations under Applicable Law (including the *Oil and Gas Conservation Act* (Alberta), the *Pipeline Act* (Alberta) and all regulations, directives, rules, directions and orders thereunder) pertaining to the Assets;
- (i) Purchaser has a BA Code and upon the completion of the Licence Transfers its post transfer Liability Management Rating will exceed 2.0;
- (j) Purchaser has not incurred any obligation or liability, contingent or otherwise, for brokers' or finders' fees in respect of this Agreement or the Transaction for which Vendor shall have any obligation or liability;
- (k) Purchaser is not a non-resident of Canada within the *Income Tax Act* (Canada); and
- (l) Purchaser is not a non-Canadian person for the purposes of the *Investment Canada Act* (Canada).

#### **4.3 Limitation of Representations by Vendor**

- (a) Notwithstanding anything to the contrary in this Agreement, Vendor expressly negates any representations or warranties except as expressly set forth in section 4.1, whether written or verbal, made by Vendor or its Representatives and in particular, without limiting the generality of the foregoing, Vendor disclaims all liability and responsibility for any such representation, warranty, statement or information made or communicated, whether verbal or in writing, to Purchaser or any of its Representatives. Vendor's interest in and to the Assets shall be purchased on a strictly "as is, where is" basis and there are no collateral agreements, conditions, representations or warranties of any nature whatsoever made by Vendor, express or implied, arising at law, by statute, in equity or otherwise, with respect to the Assets and in particular, without limiting the generality of the foregoing, there are no collateral agreements, conditions, representations or warranties made by Vendor, express or implied, arising at law, by statute, in equity or otherwise with respect to:
  - (i) any engineering, geological or other interpretation or economic evaluations respecting the Assets;
  - (ii) the quality, quantity or recoverability of Petroleum Substances within or under the Lands or any lands pooled or unitized therewith;

- (iii) any estimates of the value of the Assets or the revenues or cash flows from future production from the Lands;
  - (iv) the rates of production of Petroleum Substances from the Lands;
  - (v) the environmental state or condition of the Lands;
  - (vi) the availability or continued availability of facilities, services or markets for the processing, transportation or sale of any Petroleum Substances;
  - (vii) the quality, condition, fitness, suitability, serviceability or merchantability of any tangible depreciable equipment or property interests which comprise the Assets (including the Tangibles);
  - (viii) the accuracy or completeness of the Data Room Information or any other data or information supplied by the Vendor or any of its Representatives in connection with the Assets;
  - (ix) the suitability of the Assets for any purpose;
  - (x) compliance with Applicable Laws; or
  - (xi) the title and interest or ownership of Vendor in and to the Assets.
- (b) Without restricting the generality of the foregoing, Purchaser acknowledges that it has made its own independent investigation, analysis, evaluation and inspection of Vendor's interests in the Assets and the state and condition thereof and that it is satisfied with, and has relied solely on, such investigation, analysis, evaluation and inspection as to its assessment of the condition, quantum and value of the Assets and those matters specifically enumerated in section 4.3(a).
- (c) Except with respect to the representations and warranties in section 4.1 or in the event of fraud, Purchaser forever releases and discharges Vendor and its Representatives from any claims and all liability to Purchaser or Purchaser's assigns and successors, as a result of the use or reliance upon advice, information or materials pertaining to the Assets which was delivered or made available to Purchaser by Vendor or its Representatives prior to or pursuant to this Agreement, including any evaluations, projections, reports and interpretive or non-factual materials prepared by or for Vendor, or otherwise in Vendor's possession.

## **ARTICLE 5**

### **INDEMNITIES FOR REPRESENTATIONS AND WARRANTIES**

#### **5.1 Vendor's Indemnities for Representations and Warranties**

Vendor shall be liable to Purchaser for and shall, in addition, indemnify Purchaser from and against, all Losses suffered, sustained, paid or incurred by Purchaser which would not have been suffered, sustained, paid or incurred had all of the representations and warranties contained in section 4.1 been accurate and truthful; provided, that nothing in this section 5.1 shall be construed so as to cause Vendor to be liable to or indemnify Purchaser in connection with any representation or warranty contained in section 4.1 if and to the extent that Purchaser did not rely upon such representation or warranty.

#### **5.2 Purchaser's Indemnities for Representations and Warranties**

Purchaser shall be liable to Vendor for and shall, in addition, indemnify Vendor from and against, all Losses suffered, sustained, paid or incurred by Vendor which would not have been suffered,

sustained, paid or incurred had all of the representations and warranties contained in section 4.2 been accurate and truthful; provided, that nothing in this section 5.2 shall be construed so as to cause Purchaser to be liable to or indemnify Vendor in connection with any representation or warranty contained in section 4.2 if and to the extent that Vendor did not rely upon such representation or warranty.

### **5.3 Survival of Representations and Warranties**

Each Party acknowledges that the other may rely on the representations and warranties made by such Party pursuant to section 4.1 or 4.2, as the case may be. The representations and warranties in sections 4.1 and 4.2 shall be true as of the date hereof and on the Closing Date, and the representations and warranties in section 4.2 shall continue in full force and effect and shall survive the Closing Date for a period of six (6) months; provided, the representations and warranties in section 4.1 shall not survive the Closing Date. In the absence of fraud, however, no claim or action shall be commenced with respect to a breach of any such representation and warranty, unless, within such period, written notice specifying such breach in reasonable detail has been provided to the Party which made such representation or warranty.

## **ARTICLE 6 INDEMNITIES**

### **6.1 Post-Closing Date Indemnity**

Provided that Closing has occurred, Purchaser shall:

- (a) be solely liable and responsible for any and all Losses which Vendor may suffer, sustain, pay or incur; and
- (b) indemnify, release and save harmless Vendor and its Representatives from any and all Losses, actions, proceedings and demands, whatsoever which may be brought against or suffered by Vendor or which it may sustain, pay or incur,

as a result of any matter or thing resulting from, attributable to or connected with the Assets and arising or accruing after the Closing Date.

### **6.2 Environmental Matters and Abandonment and Reclamation Obligations**

Purchaser acknowledges that, insofar as the environmental condition of the Assets is concerned, it will acquire the Assets pursuant hereto on an "as is, where is" basis. Purchaser acknowledges that it is familiar with the condition of the Assets, including the past and present use of the Lands and the Tangibles, that Vendor has provided Purchaser with a reasonable opportunity to inspect the Assets at the sole cost, risk and expense of Purchaser (insofar as Vendor could reasonably provide such access) and that Purchaser is not relying upon any representation or warranty of Vendor as to the environmental condition of the Assets, Environmental Liabilities or Abandonment and Reclamation Obligations. Provided that Closing has occurred, Purchaser shall:

- (a) be solely liable and responsible for any and all Losses which Vendor may suffer, sustain, pay or incur; and
- (b) indemnify, release and save harmless Vendor from any and all Losses, actions, proceedings and demands, whatsoever which may be brought against or suffered by Vendor or which it may sustain, pay or incur,

as a result of any matter or thing arising out of, resulting from, attributable to or connected with any Environmental Liabilities or any Abandonment and Reclamation Obligations. Once Closing has occurred, Purchaser shall be solely responsible for all Environmental Liabilities and all Abandonment and Reclamation Obligations as between Vendor and Purchaser (including whether occurring or accruing prior to, on or after the Closing Date), and hereby releases Vendor from any claims Purchaser may have against Vendor with respect to all such liabilities and responsibilities. Without restricting the generality of

the foregoing, Purchaser shall be responsible for all Environmental Liabilities and Abandonment and Reclamation Obligations (including whether occurring or accruing prior to, on or after the Closing Date) in respect of all Wells and Facilities.

### 6.3 Third Party Claims

The following procedures shall be applicable to any claim by a Party (the “**Indemnitee**”) for indemnification pursuant to this Agreement from another Party (the “**Indemnitor**”) in respect of any Losses in relation to a Third Party (a “**Third Party Claim**”):

- (a) upon the Third Party Claim being made against or commenced against the Indemnitee, the Indemnitee shall within ten (10) Business Days of notice thereof provide written notice thereof to the Indemnitor. The notice shall describe the Third Party Claim in reasonable detail and indicate the estimated amount, if practicable, of the indemnifiable Losses that have been or may be sustained by the Indemnitee in respect thereof. If the Indemnitee does not provide notice to the Indemnitor within such ten (10) Business Day period, then such failure shall only lessen or limit the Indemnitee’s rights to indemnity hereunder to the extent that the defence of the Third Party Claim was prejudiced by such lack of timely notice;
- (b) if the Indemnitor acknowledges to the Indemnitee in writing that the Indemnitor is responsible to indemnify the Indemnitee in respect of the Third Party Claim pursuant hereto, the Indemnitor shall have the right to do either or both of the following:
  - (i) assume carriage of the defence of the Third Party Claim using legal counsel of its choice and at its sole cost; and/or
  - (ii) settle the Third Party Claim, provided the Indemnitor pays the full monetary amount of the settlement and the settlement does not impose any restrictions or obligations on the Indemnitee;
- (c) each Party shall co-operate with the other Party in the defence of the Third Party Claim, including making available to the other Party and its Representatives whose assistance, testimony or presence is of material assistance in evaluating and defending the Third Party Claim;
- (d) the Indemnitee shall not enter into any settlement, consent order or other compromise with respect to the Third Party Claim without the prior written consent of the Indemnitor (which consent shall not be unreasonably withheld or delayed), unless the Indemnitee waives its rights to indemnification in respect of the Third Party Claim;
- (e) upon payment of the Third Party Claim, the Indemnitor shall be subrogated to all claims the Indemnitee may have relating thereto. The Indemnitee shall give such further assurances and co-operate with the Indemnitor to permit the Indemnitor to pursue such subrogated claims as reasonably requested by it; and
- (f) if the Indemnitor has paid an amount pursuant to the indemnification obligations herein and the Indemnitee shall subsequently be reimbursed from any source in respect of the Third Party Claim from any Third Party, the Indemnitee shall promptly pay the amount of the reimbursement (including interest actually received) to the Indemnitor, net of taxes required to be paid by the Indemnitee as a result of any such receipt.



## ARTICLE 7 ADJUSTMENTS

### 7.1 Costs and Revenues to be Apportioned

- (a) Subject to section 7.1(b), below and except as otherwise provided in this Agreement, all costs and expenses relating to the Assets (including Operating Overhead, maintenance, development, capital and operating costs) and all revenues relating to the Assets (including proceeds from the sale of production and fees from processing, treating or transporting Petroleum Substances on behalf of Third Parties), shall be apportioned as of the Effective Date between Vendor and Purchaser on an accrual basis in accordance with generally accepted accounting principles (with Purchaser having the benefit of revenues, and bearing the costs and expenses, accruing on the Effective Date itself), provided that:
  - (i) advances made by Vendor in respect of the costs of operations on Lands or lands pooled or unitized therewith or facilities interests included in the Assets which have not been applied to the payment of costs prior to the Closing Date and stand to the credit of Manitok or Vendor will be transferred to Purchaser and an adjustment will be made in favour of Vendor equal to the amount of the advance transferred;
  - (ii) deposits made by Manitok or Vendor relative to operations on the Lands shall be returned to Vendor;
  - (iii) costs and expenses of work done, services provided and goods supplied shall be deemed to accrue for the purposes of this ARTICLE 7 when the work is done or the goods or services are provided, regardless of when such costs and expenses become payable;
  - (iv) no adjustments shall be made in respect of Manitok's or Vendor's income taxes;
  - (v) revenues from the sale of Petroleum Substances will be deemed to accrue when the Petroleum Substances are produced; and
  - (vi) all rentals and similar payments in respect of the Leased Substances, Leases, Surface Rights, Licences and municipal property taxes (including Freehold Mineral Taxes but excluding income taxes) levied with respect to the Assets or operations in respect thereof shall be apportioned between Vendor and Purchaser on a *per diem* basis as of the Effective Date.
- (b) Vendor shall not be liable to make any adjustment to the Purchase Price in favour of, or make any payment to, Purchaser pursuant hereto in respect of any liability that relates to the period prior to the Date of Appointment.
- (c) Petroleum Substances which were produced, but not sold, as of the Effective Date (excluding Petroleum Substances which were re-injected), shall be retained by Vendor and Vendor shall be responsible for all royalties or other encumbrances thereon and all processing, treating and transportation expenses pertaining thereto. Petroleum Substances will be deemed to be sold on a first in, first out basis.
- (d) Notwithstanding anything in this section 7.1 or anything to the contrary in this Agreement, Vendor shall have no obligation to pay or adjust the Purchase Price for any amounts owing to or claimed by Ember, and Purchaser shall have no recourse against Vendor in relation thereto or otherwise with respect to the Ember Receivable or the Disputed Ember Assets.



## 7.2 Adjustments to Account

- (a) An interim accounting of the adjustments pursuant to section 7.1 shall be made at Closing based on Vendor's and Purchaser's good faith estimate of the costs and expenses paid by Vendor prior to Closing and the revenues received by Vendor as of the Effective Date and prior to Closing. Vendor and Purchaser shall cooperate in preparing such interim accounting and Vendor shall provide a statement not later than three (3) Business Days prior to Closing and shall assist Purchaser in verifying the amounts set forth in such statement. Vendor and Purchaser shall cooperate in preparing a final accounting of the adjustments pursuant to section 7.1, which Vendor and Purchaser shall finalize within ninety (90) days following the Closing Date (the "**Final Statement of Adjustments**"), and no further or other adjustments whatsoever will be made thereafter. All adjustments after Closing shall be settled by payment by the Party required to make payment to the other Party hereunder within fifteen (15) Business Days of being notified of the determination of the amount owing.
- (b) In the event that final amounts are not available for inclusion within the Final Statement of Adjustments, such amounts shall be estimated by the Parties acting reasonably using such data and information as is reasonably available.
- (c) All adjustments provided for in this Article shall be adjustments to the Purchase Price. An adjustment payable by a Party after Closing pursuant to this section 7.2 which is not paid within fifteen (15) Business Days of a written request for payment from the other Party, shall bear interest at the Prime Rate per annum payable by the paying Party to the other Party from the end of such fifteen (15) Business Day period until the adjustment is paid.

## ARTICLE 8 MAINTENANCE OF ASSETS

### 8.1 Maintenance of Assets

From the date hereof until the Closing Date, Vendor shall, to the extent that the nature of its interest permits, taking into account Receiver's status as the receiver and manager over Manitok and its assets pursuant to the Appointment Order, and subject to the Title Documents and any other agreements and documents to which the Assets are subject:

- (a) maintain the Assets in a proper and prudent manner and in material compliance with Applicable Laws and directions of Governmental Authorities;
- (b) pay all operating costs relating to the Assets accruing after the Date of Appointment; and
- (c) at the request in writing of Purchaser, acting reasonably, carry out capital expenditures in respect of the Assets reasonably required for the purposes of protecting public safety, employee or operator safety or the environment, the cost of which shall be for the sole account of Purchaser and added to and form part of the Purchase Price as adjusted pursuant to Article 7.

### 8.2 Consent of Purchaser

Notwithstanding section 8.1 and subject to Applicable Laws and directions of Governmental Authorities (including in relation to the receivership proceedings of Manitok and such proceedings themselves), Vendor shall not from the date hereof to the Closing Date, without the written consent of Purchaser, which consent shall not be unreasonably withheld by Purchaser and which, if provided, shall be provided in a timely manner:

- (a) make any commitment or propose, initiate or authorize any capital expenditure with respect to the Assets of which Vendor's share is in excess of \$25,000.00, except in case

of an emergency or in respect of amounts which Vendor may be committed to expend or be deemed to authorize for expenditure without its consent; provided, however, that should Purchaser withhold its consent or fail to provide its consent in a timely manner and a reduction in the value of the Assets results, there shall be no abatement or reduction in the Purchase Price;

- (b) surrender, disclaim, abandon, dispose of, release, divest itself of or renounce any of the Assets, unless an expenditure of money is required to avoid the surrender or abandonment and Purchaser does not provide same in a timely fashion, in which event the Assets in question shall be surrendered or abandoned without abatement or reduction in the Purchase Price;
- (c) amend or terminate any Title Document or enter into any new agreement or commitment relating to the Assets;
- (d) sell, encumber or otherwise dispose of any of the Assets or any part or portion thereof excepting sales of the Leased Substances in the normal course of business; or
- (e) settle, compromise or waive the Ember Receivable or release any right, title or interest of Manitok in the Disputed Ember Assets or the Disputed PrairieSky Assets.

### 8.3 Proposed Actions

If an operation or the exercise of any right or option respecting the Assets is proposed in circumstances in which such operation or the exercise of such right or option would result in Purchaser incurring an obligation pursuant to section 8.2, the following shall apply to such operation or the exercise of such right or option (hereinafter referred to as the **"Proposal"**):

- (a) Vendor shall promptly give Purchaser notice of the Proposal, describing the particulars in reasonable detail;
- (b) Purchaser shall, not later than twenty four (24) hours prior to the time Vendor is required to make its election with respect to the Proposal, advise Vendor, by notice, whether Purchaser wishes Vendor to exercise Vendor's rights with respect to the Proposal on Purchaser's behalf, provided that Purchaser's failure to make such election within such period shall be deemed to be Purchaser's election to participate in the Proposal;
- (c) Vendor shall make the election authorized (or deemed to be authorized) by Purchaser with respect to the Proposal within the period during which Vendor may respond to the Proposal; and
- (d) Purchaser's election not to participate in any Proposal required to preserve the existence of any of the Assets shall not entitle Purchaser to any reduction of the Purchase Price if Vendor's interest therein is terminated as a result of such election, and such termination shall not constitute a failure of Vendor's representations and warranties pertaining to such Assets, notwithstanding section 5.3.

### 8.4 Post-Closing Transition

- (a) Following Closing and to the extent to which Purchaser must be novated into Title Documents and other agreements or documents to which the Assets are subject or otherwise recognized as the owner of the Assets, until that novation or recognition has been effected or for a period of ninety (90) days, whichever is sooner, Vendor shall:
  - (i) in a timely manner, deliver to Purchaser all Third Party notices and communications, including authorizations for expenditures and mail ballots and all notices and communications received in respect of the Assets or events and

occurrences affecting the Assets, and Vendor shall respond to such notices pursuant to Purchaser's written instructions, if received on a timely basis, provided that Vendor may refuse to follow any instructions which it reasonably believes to be unlawful, unethical or in conflict with any applicable agreement or contract, and provided that nothing shall preclude Vendor from taking such actions as Vendor reasonably determines are necessary for the protection of life or property, or as are required by all Applicable Laws, rules, regulations, orders and directions of Governmental Authorities and other competent authorities; and

- (ii) receive all revenues which are the property of Purchaser pursuant to this Agreement, as bare trustee and shall remit such revenues to Purchaser in a timely fashion.
- (b) After Closing, Vendor shall provide Purchaser with full access to the Manitok office space located at Suite 700, 414 7<sup>th</sup> Avenue SW, Calgary, Alberta and corresponding parking stalls currently occupied by Vendor, in all cases, which is not then being utilized by Vendor, at no additional cost to Purchaser through, to and including January 31, 2019. Commencing on February 1, 2019, Purchaser shall pay to Vendor fifty percent (50%) of the rent associated with such office space and corresponding parking stalls to and including March 31, 2019. If, after March 31, 2019, Purchaser enters into a lease for such office space and any corresponding parking stalls with the landlord thereof, then, Purchaser and Vendor agree to share the costs in relation thereto on terms agreed to by Vendor and Purchaser, acting reasonably. If Purchaser does not enter into such lease, then, Purchaser shall make space available to Vendor at such other office premises it may occupy on terms agreed to by Vendor and Purchaser, acting reasonably.

#### **8.5 Vendor Deemed Purchaser's Trustee and Agent with respect to Assets**

- (a) Insofar as Vendor maintains the Assets and takes actions in relation thereto on Purchaser's behalf pursuant to this ARTICLE 8, Vendor shall be deemed to be the bare trustee and agent of Purchaser hereunder. Purchaser ratifies all actions taken by Vendor or refrained from being taken by Vendor pursuant to this ARTICLE 8 in such capacity during such period, with the intention that all such actions shall be deemed to be Purchaser's actions.
- (b) Insofar as Vendor participates in either operations or the exercise of rights or options as Purchaser's agent pursuant to this ARTICLE 8, Vendor may require Purchaser to secure costs to be incurred by Vendor on Purchaser's behalf pursuant to such election in such manner as may be reasonably appropriate in the circumstances.
- (c) Purchaser shall indemnify Vendor and its Representatives against all Losses which Vendor or its Representatives may suffer or incur as a result of Vendor maintaining the Assets as Purchaser's bare trustee and agent pursuant to this ARTICLE 8, insofar as such Losses are not a direct result of the gross negligence or wilful misconduct of Vendor or its Representatives. An action or omission of Vendor or of its Representatives shall not be regarded as gross negligence or wilful misconduct to the extent to which it was done or omitted from being done in accordance with Purchaser's instructions (including any election deemed pursuant to section 8.3(b)) or concurrence.

#### **8.6 Post-Closing Trust in relation to Licences**

- (a) If the AER does not approve the application for Licence Transfers prior to Closing, either unconditionally or subject to conditions satisfactory to Purchaser, acting reasonably:
  - (i) Manitok shall hold legal title to the Licences in trust as bare trustee for and on behalf of Purchaser until such time as the Licences have been transferred to Purchaser;

- (ii) Vendor take such commercially reasonable steps as are required in order to accomplish the Licence Transfers, provided, except as contemplated by section 8.6(d), Vendor shall not be required to apply to Court for an Order or otherwise; and
  - (iii) Vendor shall not, without the prior written consent of Purchaser, surrender, disclaim, abandon, dispose of, release, divest itself of or renounce any interest in any Licence under section 14.06(4) of the BIA or otherwise;
- (b) If and so long as Manitok acts as bare trustee of the Licences pursuant to Section 8.6(a), Purchaser shall:
  - (i) pay Vendor \$10,000 per month on account of Vendor's general and administrative expenses, commencing on the sixtieth (60<sup>th</sup>) day following Closing;
  - (ii) procure and maintain insurance in relation to the Assets, effective as of Closing, in accordance with good industry practice and of the type, kind and amount satisfactory to Vendor (acting reasonably), which shall name Vendor as an insured in connection therewith;
  - (iii) indemnify Vendor in relation to all losses, damages and claims suffered by Vendor in relation to Manitok acting as bare trustee of the Licences pursuant to Section 8.6(a); and
  - (iv) report to Vendor on a bi-weekly basis regarding the operating status of the Assets and immediately regarding any matters of actual or potential environmental concern.
- (c) Notwithstanding anything to the contrary contained herein, if the application to the AER to approve the Licence Transfers has not been approved within 150 days following the Closing Date, at the request of Vendor, Purchaser will apply (but, for certainty, may apply sooner than 150 days following the Closing Date, at its discretion) to the Court for an Order replacing Receiver as receiver of the Licences and designating the trustee in bankruptcy of Manitok, or such other Person having a trustee license that is acceptable to Purchaser, as trustee of the Licences in place of Manitok.
- (d) In advance of such 150 day period referred to in section 8.6(c) having elapsed, at the request in writing by Purchaser, Vendor shall apply to the Court for an Order requiring the applicable Governmental Authority to complete the License Transfers, provided that Purchaser shall reimburse Vendor for all reasonable fees and costs of Vendor (including the costs of its legal counsel at their usual hourly rates) incurred in connection with such application, and neither such application nor the outcome of the decision of the Court in such application shall constitute a condition subsequent to the Transaction, or in any way affect the Closing, the Purchase Price or each of the Party's respective obligations as set forth in this Agreement. The time required to bring such application shall not extend the 150 day period referred to in section 8.6(c).

## **8.7 Transfer of Operatorship**

Insofar as Vendor operates any of the Assets, Purchaser acknowledges that Vendor may not be able to transfer operatorship of some or all of such Assets to Purchaser at or after Closing. Vendor covenants with Purchaser that Vendor shall reasonably cooperate with Purchaser to obtain appropriate consents and approvals for the assignment and transfer to Purchaser of operatorship of those of the Assets of which Vendor is currently the operator.

## 8.8 Tax Filings

Following Closing, Vendor consents to Purchaser preparing amendments to past tax return(s) of Manitoak to be submitted by Vendor to the applicable Governmental Authority to change the allocation of Manitoak's asset and corporate tax pools. Provided Vendor, acting reasonably, is in agreement with such amendments provided to it by Purchaser, it shall thereafter submit such amendments to the applicable Governmental Authority. Vendor will provide Purchaser with access to such records of Manitoak required by Purchaser, acting reasonably, to prepare the amendments contemplated in this section 8.8.

## ARTICLE 9 RIGHTS OF FIRST REFUSAL

### 9.1 Rights of First Refusal

- (a) Within seven (7) Business Days from the date hereof, Purchaser, acting reasonably and in good faith, shall provide Vendor with its allocated values for the Assets which are subject to Rights of First Refusal as identified in **Schedule "C"** (the "**ROFR Allocation**"). As soon as reasonably practicable, after such allocations are provided to Vendor, Vendor shall send notices to the Persons (including Purchaser, if applicable) holding such Rights of First Refusal in accordance with the terms of the Title Documents creating them, using such values provided by Purchaser. Each such notice will include a request for a waiver of any Rights of First Refusal or for the granting of the required consent, as the case may be.
- (b) If any Third Party (a "**ROFR Holder**") elects to exercise any Rights of First Refusal, Vendor shall promptly notify Purchaser of such exercise and:
  - (i) the Assets subject to such Rights of First Refusal (the "**Affected Assets**") shall not be sold pursuant hereto, and the definitions of "Assets", "Lands", "Leases", "Miscellaneous Interests", "Petroleum and Natural Gas Rights", "Facilities", "Tangibles" and "Wells" shall be deemed to be amended so not include the Affected Assets and the Schedules shall be deemed to be revised to reflect the deletion of such Affected Assets;
  - (ii) (1) the Purchase Price (including any Stream Component to the extent the Affected Assets are Stream Assets) and any applicable GST and/or Sales Taxes shall be reduced by the ROFR Allocation applicable to the Affected Assets, (2) the allocation of the Purchase Price pursuant to section 2.3 shall be determined by agreement of the Parties, acting reasonably and adjusted accordingly, (3) upon receipt by Vendor of the purchase price for the Affected Assets (to the extent only that such Affected Assets are Stream Assets), Vendor shall pay such amount to Purchaser, and (4) the Stream Obligations shall be reduced and extinguished by Purchaser on a dollar-for-dollar basis in respect of any resulting reduction of the Stream Component; and
  - (iii) Vendor and Purchaser shall proceed with Closing for the Assets other than any Affected Assets.
- (c) If Closing proceeds notwithstanding that one or more Rights of First Refusal have not been waived and the time to elect has not elapsed (the "**Unexpired ROFRs**"), Closing shall proceed in respect of the remaining Assets, and conveyance of the Assets subject to the Unexpired ROFRs and payment therefor shall be governed by the ROFR Escrow Agreement.
- (d) If, prior to Closing, a ROFR Holder challenges a ROFR Allocation or any other aspect of the ROFR Notice (a "**ROFR Challenge**") and the ROFR Challenge has not been resolved prior to Closing, then:

- (i) if such ROFR Holder has not commenced an application or other proceeding with respect to the ROFR Challenge prior to the Closing Date, the Parties shall proceed to Closing with the applicable Affected Assets included in the Assets conveyed at Closing;
  - (ii) if such ROFR Holder has commenced any application or proceeding with respect to the ROFR Challenge (a "**ROFR Action**") prior to the Closing Date, then the Assets conveyed at Closing shall not include those Assets subject to the ROFR Action and conveyance of the Assets subject to the ROFR Action and payment therefor shall be governed by the ROFR Escrow Agreement;
  - (iii) Purchaser shall diligently proceed with the defence, compromise, or settlement of the ROFR Action and shall advise Vendor with respect to the ROFR Action;
  - (iv) the Parties shall cooperate with each other in the defence of the ROFR Action; and
  - (v) Vendor shall not enter into any settlement, consent order or other compromise with respect to the ROFR Action without Purchaser's prior written consent (which consent shall not be unreasonably withheld, delayed or conditioned).
- (e) If, after the amount finally attributed to the Assets subject to a ROFR Action has been decided by way of judicial resolution or settlement, the applicable ROFR Holder does not exercise its Right of First Refusal on such Assets, then:
- (i) the Parties shall proceed to close on the sale of such Assets to Purchaser, to the fullest extent possible, under the same terms and conditions as contained within this Agreement; and
  - (ii) at the closing of such sale, the entire amount originally allocated by Purchaser to such Assets shall be paid to or set off in favour of Vendor by Purchaser (as the context requires), provided that the Parties shall be required to close on such Assets no later than thirty (30) days following the ROFR Holder's election to not exercise its Right of First Refusal.
- (f) If after Closing, but prior to closing of the exercise of the Right of First Refusal:
- (i) Vendor provides to Purchaser written confirmation to Purchaser's reasonable satisfaction, that a ROFR Holder which had previously exercised a Right of First Refusal has subsequently elected to not proceed with, or is otherwise unable to consummate, the acquisition of those of the Assets which were the subject of such exercised Right of First Refusal;
  - (ii) all rights of ROFR Holders in respect of such Right of First Refusal have otherwise expired or been waived in accordance with its terms; and
  - (iii) Vendor's subsequent sale and conveyance of such Assets to Purchaser would not give rise to or make operative any further or additional Right of First Refusal, whether triggered by this Agreement or otherwise,
- Vendor shall sell and convey such Assets to Purchaser and Purchaser shall purchase and accept such Assets from Vendor, pursuant to an agreement on the same terms as this Agreement, and for an amount equal to the ROFR Allocation for such Assets.
- (g) Purchaser shall be liable for and indemnify and save Vendor harmless from and against all Losses which Vendor may suffer, sustain, pay or incur as a result of utilizing any value allocations supplied by Purchaser.

**ARTICLE 10**  
**PURCHASER'S REVIEW AND ACCESS TO BOOKS AND RECORDS**

**10.1 Vendor to Provide Access**

Prior to Closing, Vendor shall, subject to all contractual and fiduciary obligations, at the Calgary offices of Vendor during normal business hours, provide reasonable access for Purchaser and its Representatives to Vendor's records, books, accounts, documents, files, reports, information, materials, filings, and data, to the extent they relate directly to the Assets, as well as physical access to the Assets (insofar as Vendor can reasonably provide such access) for the purpose of Purchaser's review of the Assets and title thereto.

**10.2 Access to Information**

After Closing and subject to contractual restrictions in favour of Third Parties relative to disclosure, Purchaser shall, on request from Vendor, provide reasonable access to Vendor at Purchaser's offices, during its normal business hours, to the agreements and documents to which the Assets are subject and the contracts, agreements, records, books, documents, licenses, reports and data included in the Miscellaneous Interests and the Title Documents which are then in the possession or control of Purchaser and to make copies thereof, as Vendor may reasonably require, including for purposes relating to:

- (a) Manitok's or Vendor's ownership of the Assets (including taxation matters and liabilities and claims that arise from or relate to acts, omissions, events, circumstances or operations on or before the Closing Date);
- (b) enforcing its rights under this Agreement;
- (c) compliance with Applicable Law; or
- (d) any claim commenced or threatened by any Third Party against Manitok or Vendor.

**10.3 Maintenance of Information**

All of the information, materials and other records delivered to Purchaser pursuant to the terms hereof shall be maintained in good order and good condition and kept in a reasonably accessible location by Purchaser for a period of two (2) years from the Closing Date.

**ARTICLE 11**  
**GENERAL**

**11.1 Further Assurances**

Each Party will, from time to time and at all times after Closing, without further consideration, do such further acts and deliver all such further assurances, deeds and documents as shall be reasonably required to fully perform and carry out the terms of this Agreement.

**11.2 No Merger**

The covenants, representations, warranties and indemnities contained in this Agreement shall be deemed to be restated in any and all assignments, conveyances, transfers and other documents conveying the interests of Vendor in and to the Assets to Purchaser, subject to any and all time and other limitations contained in this Agreement. There shall not be any merger of any covenant, representation, warranty or indemnity in such assignments, conveyances, transfers and other documents notwithstanding any rule of law, equity or statute to the contrary and such rules are hereby waived.



### 11.3 Receiver

Purchaser acknowledges that Receiver is acting solely in its capacity as the Court-appointed receiver and manager of Manitok, and not in its personal or corporate capacity. Under no circumstances shall Receiver or any of its Representatives have any liability pursuant to this Agreement, or in relation to the Transaction, in its or their personal or corporate capacity, whether such liability be in contract, tort or otherwise.

### 11.4 Entire Agreement

The provisions contained in any and all documents and agreements collateral hereto shall at all times be read subject to the provisions of this Agreement and, in the event of conflict, the provisions of this Agreement shall prevail. This Agreement supersedes all other agreements (other than the Confidentiality Agreement entered into on or about September 11, 2018 (the “**Confidentiality Agreement**”) between Vendor and Purchaser), documents, writings and verbal understandings between the Parties relating to the subject matter hereof and expresses the entire agreement of the Parties with respect to the subject matter hereof.

### 11.5 Governing Law

This Agreement shall, in all respects, be subject to, interpreted, construed and enforced in accordance with and under the laws of the Province of Alberta and the laws of Canada applicable therein and shall, in every regard, be treated as a contract made in the Province of Alberta. The Parties irrevocably attorn and submit to the exclusive jurisdiction of the courts of the Province of Alberta and courts of appeal therefrom in respect of all matters arising out of this Agreement.

### 11.6 Signs and Notifications

Within sixty (60) days following Closing, Purchaser shall remove any signage which indicates Manitok's ownership or operation of the Assets. It shall be the responsibility of Purchaser to erect or install any signage required by applicable Governmental Authorities indicating Purchaser to be the owner or operator of the Assets.

### 11.7 Assignment and Enurement

This Agreement may not be assigned by a Party without the prior written consent of the other Party, which consent may be unreasonably and arbitrarily withheld. This Agreement shall be binding upon and shall enure to the benefit of the Parties and their respective administrators, trustees, receivers, successors and permitted assigns.

### 11.8 Time of Essence

Time shall be of the essence in this Agreement.

### 11.9 Notices

The addresses and fax numbers of the Parties for delivery of notices hereunder shall be as follows:

Vendor - Alvarez & Marsal Canada Inc.  
Suite 1110, 250 – 6<sup>th</sup> Avenue SW  
Calgary, AB T2P 3H7

Attention: Orest Konowalchuk  
Fax: (403) 538-7551  
Email: [okonowalchuk@alvarezandmarsal.com](mailto:okonowalchuk@alvarezandmarsal.com)



With a copy to:

Norton Rose Fulbright Canada LLP  
3700, 400 - 3rd Avenue S.W.  
Calgary AB T2P 4H2

Purchaser - Attention: Howard Gorman, Q.C.  
Fax: (403) 264-5973  
Email: [Howard.Gorman@nortonrosefulbright.com](mailto:Howard.Gorman@nortonrosefulbright.com)  
Tantalus Energy Corp.  
1510, 555 – 4th Avenue SW  
Calgary, AB T2P 3E7

Attention: Brad Golinowski  
Email: [bg@tantalusenergy.com](mailto:bg@tantalusenergy.com)

With a copy to:

Gowling WLG (Canada) LLP  
Suite 1600, 421 7th Avenue SW  
Calgary AB T2P 4K9

Attention: Tom Cumming  
Fax: (403) 695 3538  
Email: [tom.cumming@gowlingwlg.com](mailto:tom.cumming@gowlingwlg.com)

All notices, communications and statements required, permitted or contemplated hereunder shall be in writing, and shall be delivered as follows:

- (a) by delivery to a Party between 8:00 a.m. and 4:00 p.m. on a Business Day at the address of such Party for notices, in which case, the notice shall be deemed to have been received by that Party when it is delivered;
- (b) by facsimile or email to a Party to the facsimile number or email address of such Party for notices, in which case, if the notice was sent prior to 4:00 p.m. on a Business Day, the notice shall be deemed to have been received by that Party when it was sent and if it is sent on a day which is not a Business Day or is sent after 4:00 p.m. on a Business Day, it shall be deemed to have been received on the next following Business Day; or
- (c) except in the event of an actual or threatened postal strike or other labour disruption that may affect mail service, by first class registered postage prepaid mail to a Party at the address of such Party for notices, in which case, the notice shall be deemed to have been received by that Party on the fourth (4<sup>th</sup>) Business Day following the date of mailing.

A Party may from time to time change its address for service, facsimile number for service, email address or designated representative by giving written notice of such change to the other Party.

## **11.10 Invalidity of Provisions**

In case any of the provisions of this Agreement should be invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

## **11.11 Waiver**

No failure on the part of any Party in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or remedy preclude any other or

further exercise thereof or the exercise of any right or remedy in law or in equity or by statute or otherwise conferred. No waiver by any Party of any breach (whether actual or anticipated) of any of the terms, conditions, representations or warranties contained herein shall take effect or be binding upon that Party unless the waiver is expressed in writing under the authority of that Party. Any waiver so given shall extend only to the particular breach so waived and shall not limit or affect any rights with respect to any other or future breach.

#### **11.12 Amendment**

This Agreement shall not be varied in its terms or amended by oral agreement or by representations or otherwise other than by an instrument in writing dated subsequent to the date hereof, executed by a duly authorized representative of each Party.

#### **11.13 Confidentiality and Public Announcements**

Until Closing has occurred and subject to the Confidentiality Agreement, each Party shall keep confidential all information obtained from the other Party in connection with the Assets and shall not release any information concerning this Agreement and the Transaction without the prior written consent of the other Party, which consent shall not be unreasonably withheld. Nothing contained herein shall prevent a Party at any time from furnishing information (i) to any Governmental Authority or regulatory authority or to the public or otherwise if required by Applicable Law or as directed by any Governmental Authority or regulatory authority (including in relation to the receivership proceedings of Manitok and such proceedings themselves); or (ii) in connection with obtaining the Court Order; or (iii) as required to Manitok's secured creditors.

***[Remainder of page intentionally left blank. Signature pages to follow.]***

**11.14 Counterpart Execution**

This Agreement may be executed and delivered in counterpart and transmitted by facsimile or other electronic means and all such executed counterparts, including electronically transmitted copies of such counterparts, shall together constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

**ALVAREZ & MARSAL CANADA INC.**, solely in its capacity as the receiver and manager of **MANITOK ENERGY INC.** and not in its personal or corporate capacity

**TANTALUS ENERGY CORP.**

Per: \_\_\_\_\_

Name: Orest Konowalchuk, LIT.

Title: Senior Vice President

Per: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Per: \_\_\_\_\_

Name: Brad Golnowski

Title: Director

THE FOLLOWING COMPRISES SCHEDULE "A" ATTACHED TO AND FORMING PART OF A PURCHASE AND SALE AGREEMENT DATED THE 23<sup>RD</sup> DAY OF NOVEMBER, 2018 BETWEEN ALVAREZ & MARSAL CANADA INC., solely in its capacity as receiver and manager of MANITOK ENERGY INC., and not in its personal or corporate capacity, and TANTALUS ENERGY CORP.

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**Lands and Petroleum and Natural Gas Rights**

See the attached.

**SCHEDULE A OMITTED DUE TO LENGTH (164 PAGES)**

THE FOLLOWING COMPRISES SCHEDULE "B" ATTACHED TO AND FORMING PART OF A PURCHASE AND SALE AGREEMENT DATED THE 23<sup>RD</sup> DAY OF NOVEMBER, 2018 BETWEEN ALVAREZ & MARSAL CANADA INC., solely in its capacity as receiver and manager of MANITOK ENERGY INC., and not in its personal or corporate capacity, and TANTALUS ENERGY CORP.

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**A. Wells**

See the attached.

## Base Areas - Well List

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Area	License	CPA Pretty Well ID	Well Name	Surface Location	WIP Company	WIP	Operator Name	Producing
CARSELAND	0055620	100/07-10-022-25W4/00	MNK ENTICE 7-10-22-25	07-10-022-25W4	Manitok Energy Inc.	100.000000	Manitok Energy Inc.	VKNG
CARSELAND	0056600	100/10-11-022-25W4/00	MNK HERRON 10-11-22-25	10-11-022-25W4	Manitok Energy Inc.	100.000000	Manitok Energy Inc.	BLRV
CARSELAND	0278778	100/13-11-022-25W4/00	MNK HERRON 13-11-22-25	14-11-022-25W4	Manitok Energy Inc.	100.000000	Manitok Energy Inc.	N/A
CARSELAND	0191483	100/14-11-022-25W4/00	MNK HERRON 14-11-22-25	14-11-022-25W4	Manitok Energy Inc.	100.000000	Manitok Energy Inc.	N/A
CARSELAND	0191483	100/14-11-022-25W4/02	MNK HERRON 14-11-22-25	14-11-022-25W4	Manitok Energy Inc.	100.000000	Manitok Energy Inc.	N/A
CARSELAND	0191483	100/14-11-022-25W4/03	MNK HERRON 14-11-22-25	14-11-022-25W4	Manitok Energy Inc.	100.000000	Manitok Energy Inc.	BBRV
CARSELAND	0440119	100/01-15-022-25W4/00	MNK HERRON 1-15-22-25	13-11-022-25W4	Manitok Energy Inc.	100.000000	Manitok Energy Inc.	GLCC
CARSELAND	0481748	100/09-15-022-25W4/00	MNK ENTICE 9-15-22-25	14-16-022-25W4	Manitok Energy Inc.	100.000000	Manitok Energy Inc.	N/A
CARSELAND	0442219	100/11-15-022-25W4/00	MNK ENTICE 11-15-22-25	08-16-022-25W4	Manitok Energy Inc.	100.000000	Manitok Energy Inc.	GLCC
CARSELAND	0171353	100/13-16-022-25W4/00	MNK ENTICE 13-16-22-25	09-17-022-25W4	Manitok Energy Inc.	100.000000	Manitok Energy Inc.	GLCC
CARSELAND	0171353	100/13-16-022-25W4/02	MNK ENTICE 13-16-22-25	09-17-022-25W4	Manitok Energy Inc.	100.000000	Manitok Energy Inc.	N/A
CARSELAND	0171353	100/13-16-022-25W4/03	MNK ENTICE 13-16-22-25	09-17-022-25W4	Manitok Energy Inc.	100.000000	Manitok Energy Inc.	BBRV
CARSELAND	0171353	100/13-16-022-25W4/04	MNK ENTICE 13-16-22-25	09-17-022-25W4	Manitok Energy Inc.	100.000000	Manitok Energy Inc.	BLRV
CARSELAND	0171353	100/13-16-022-25W4/05	MNK ENTICE 13-16-22-25	09-17-022-25W4	Manitok Energy Inc.	100.000000	Manitok Energy Inc.	HSCN
CARSELAND	0171353	100/13-16-022-25W4/06	MNK ENTICE 13-16-22-25	09-17-022-25W4	Manitok Energy Inc.	100.000000	Manitok Energy Inc.	N/A
CARSELAND	0422808	100/14-16-022-25W4/00	MNK ENTICE 14-16-22-25	14-16-022-25W4	Manitok Energy Inc.	100.000000	Manitok Energy Inc.	BBRV
CARSELAND	0422808	100/14-16-022-25W4/02	MNK ENTICE 14-16-22-25	14-16-022-25 W4	Manitok Energy Inc.	100.000000	Manitok Energy Inc.	BBRV
CARSELAND	0422808	100/14-16-022-25W4/03	MNK ENTICE 14-16-22-25	14-16-022-25 W4	Manitok Energy Inc.	100.000000	Manitok Energy Inc.	BBRV
CARSELAND	0161269	100/09-17-022-25W4/00	MNK ENTICE 9-17-22-25	09-17-022-25W4	Manitok Energy Inc.	100.000000	Manitok Energy Inc.	GLCC
CARSELAND	0481807	100/03-20-022-25W4/00	MNK ENTICE 3-20-22-25	14-16-022-25 W4	Manitok Energy Inc.	100.000000	Manitok Energy Inc.	
CARSELAND	0025013	100/10-20-022-25W4/00	MNK ENTICE 10-20-22-25	10-20-022-25W4	Manitok Energy Inc.	100.000000	Manitok Energy Inc.	GLCC
CARSELAND	0068624	102/10-20-022-25W4/00	MNK ENTICE 10-20-22-25	10-20-022-25W4	Manitok Energy Inc.	100.000000	Manitok Energy Inc.	VKNG
CARSELAND	0068624	102/10-20-022-25W4/02	MNK ENTICE 10-20-22-25	10-20-022-25W4	Manitok Energy Inc.	100.000000	Manitok Energy Inc.	VKNG
CARSELAND	0467981	100/03-28-022-25W4/00	MNK ENTICE 3-28-22-25	04-33-022-25W4	Manitok Energy Inc.	100.000000	Manitok Energy Inc.	ELRL
CARSELAND	0470631	102/03-28-022-25W4/00	MNK ENTICE 3-28-22-25	04-33-022-25W4	Manitok Energy Inc.	100.000000	Manitok Energy Inc.	GLCC
CARSELAND	0486083	100/08-29-022-25W4/00	MNK ENTICE 8-29-22-25	14-16-022-25W4	Manitok Energy Inc.	100.000000	Manitok Energy Inc.	
CARSELAND	0437445	100/04-31-022-25W4/00	MNK ENTICE 4-31-22-25	01-36-022-26W4	Manitok Energy Inc.	100.000000	Manitok Energy Inc.	MNVL
CARSELAND	0479197	100/02-32-022-25W4/00	MNK ENTICE 2-32-22-25	02-32-022-25 W4	Manitok Energy Inc.	100.000000	Manitok Energy Inc.	
CARSELAND	0486148	100/13-32-022-25W4/00	MNK ENTICE 13-32-22-25	02-32-022-25W4	Manitok Energy Inc.	100.000000	Manitok Energy Inc.	
CARSELAND	0466980	100/15-32-022-25W4/00	MNK HZ ENTICE 15-32-22-25	02-32-022-25W4	Manitok Energy Inc.	100.000000	Manitok Energy Inc.	GLCC
CARSELAND	0469815	100/16-32-022-25W4/00	MNK ENTICE 16-32-22-25	02-32-022-25W4	Manitok Energy Inc.	100.000000	Manitok Energy Inc.	GLCC
CARSELAND	0480749	100/10-33-022-25W4/00	MNK ENTICE 10-33-22-25	07-03-023-25W4	Manitok Energy Inc.	100.000000	Manitok Energy Inc.	UNDF
CARSELAND	0474210	100/13-33-022-25W4/00	MNK ENTICE 13-33-22-25	04-33-022-25W4	Manitok Energy Inc.	100.000000	Manitok Energy Inc.	N/A
CARSELAND	0470122	100/14-33-022-25W4/00	MNK ENTICE 14-33-22-25	04-33-022-25W4	Manitok Energy Inc.	100.000000	Manitok Energy Inc.	ELRL
CARSELAND	0479722	100/04-03-023-25W4/00	MNK ENTICE 4-3-23-25	04-33-022-25 W4	Manitok Energy Inc.	100.000000	Manitok Energy Inc.	
CARSELAND	0479197	100/03-04-023-25W4/02	MNK ENTICE 3-4-23-25	02-32-022-25W4	Manitok Energy Inc.	100.000000	Manitok Energy Inc.	GLCC
CARSELAND	0480748	100/10-04-023-25W4/00	MNK ENTICE 10-4-23-25	07-03-023-25W4	Manitok Energy Inc.	100.000000	Manitok Energy Inc.	GLCC
CARSELAND	0486147	100/08-05-023-25W4/00	MNK ENTICE 8-5-23-25	07-03-023-25W4	Manitok Energy Inc.	100.000000	Manitok Energy Inc.	
CARSELAND	0468839	100/03-09-023-25W4/00	MNK ENTICE 3-9-23-25	03-16-023-25W4	Manitok Energy Inc.	100.000000	Manitok Energy Inc.	ELRL
CARSELAND	0471085	102/07-09-023-25W4/00	MNK ENTICE 7-9-23-25	03-16-023-25W4	Manitok Energy Inc.	100.000000	Manitok Energy Inc.	GLCC
CARSELAND SHALLOW GAS	0421268	100/01-31-022-26W4/00	MNK ENTICE 1-31-22-26	05-32-022-26W4	Manitok Energy Inc.	100.000000	Manitok Energy Inc.	BLRV
CARSELAND SHALLOW GAS	0394085	100/03-31-022-26W4/00	MNK ENTICE 3-31-22-26	16-25-022-27W4	Manitok Energy Inc.	100.000000	Manitok Energy Inc.	BLRV
CARSELAND SHALLOW GAS	0394085	100/03-31-022-26W4/02	MNK ENTICE 3-31-22-26	16-25-022-27W4	Manitok Energy Inc.	100.000000	Manitok Energy Inc.	BLRV
CARSELAND SHALLOW GAS	0394085	100/03-31-022-26W4/03	MNK ENTICE 3-31-22-26	16-25-022-27W4	Manitok Energy Inc.	100.000000	Manitok Energy Inc.	BLRV
CARSELAND SHALLOW GAS	0277757	100/05-31-022-26W4/00	MNK ENTICE 5-31-22-26	05-31-022-26W4	Manitok Energy Inc.	100.000000	Manitok Energy Inc.	BLRV
CARSELAND SHALLOW GAS	0277757	100/05-31-022-26W4/02	MNK ENTICE 5-31-22-26	05-31-022-26W4	Manitok Energy Inc.	100.000000	Manitok Energy Inc.	BLRV

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## Base Areas - Well List

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Area	License	CPA Pretty Well ID	Well Name	Surface Location	WIP Company	WIP	Operator Name	Producing
CARSELAND SHALLOW GAS	0423650	100/08-15-023-26W4/00	MNK ENTICE 8-15-23-26	06-15-023-26W4	Manitok Energy Inc.	100.000000	Manitok Energy Inc.	BLRV
CARSELAND SHALLOW GAS	0423650	100/08-15-023-26W4/02	MNK ENTICE 8-15-23-26	06-15-023-26W4	Manitok Energy Inc.	100.000000	Manitok Energy Inc.	BLRV
CARSELAND SHALLOW GAS	0409205	100/11-15-023-26W4/00	MNK ENTICE 11-15-23-26	16-16-023-26W4	Manitok Energy Inc.	100.000000	Manitok Energy Inc.	BLRV
CARSELAND SHALLOW GAS	0423704	100/14-15-023-26W4/00	MNK ENTICE 14-15-23-26	06-15-023-26W4	Manitok Energy Inc.	100.000000	Manitok Energy Inc.	BLRV
CARSELAND SHALLOW GAS	0423704	100/14-15-023-26W4/02	MNK ENTICE 14-15-23-26	06-15-023-26W4	Manitok Energy Inc.	100.000000	Manitok Energy Inc.	BLRV
CARSELAND SHALLOW GAS	0423704	100/14-15-023-26W4/03	MNK ENTICE 14-15-23-26	06-15-023-26W4	Manitok Energy Inc.	100.000000	Manitok Energy Inc.	BLRV
CARSELAND SHALLOW GAS	0238853	100/16-16-023-26W4/00	MNK ENTICE 16-16-23-26	16-16-023-26W4	Manitok Energy Inc.	100.000000	Manitok Energy Inc.	BLRV
CARSELAND SHALLOW GAS	0238853	100/16-16-023-26W4/02	MNK ENTICE 16-16-23-26	16-16-023-26W4	Manitok Energy Inc.	100.000000	Manitok Energy Inc.	BLRV
CARSELAND SHALLOW GAS	0376170	100/07-21-023-26W4/00	MNK ENTICE 7-21-23-26	16-16-023-26W4	Manitok Energy Inc.	100.000000	Manitok Energy Inc.	BLRV
CARSELAND SHALLOW GAS	0376170	100/07-21-023-26W4/02	MNK ENTICE 7-21-23-26	16-16-023-26W4	Manitok Energy Inc.	100.000000	Manitok Energy Inc.	BLRV
CARSELAND SHALLOW GAS	0434680	100/02-22-023-26W4/00	MNK ENTICE 2-22-23-26	06-22-023-26W4	Manitok Energy Inc.	100.000000	Manitok Energy Inc.	BLRV
CARSELAND SHALLOW GAS	0434695	100/05-22-023-26W4/00	MNK ENTICE 5-22-23-26	06-22-023-26W4	Manitok Energy Inc.	100.000000	Manitok Energy Inc.	BLRV
CARSELAND SHALLOW GAS	0409204	100/06-22-023-26W4/00	MNK ENTICE 6-22-23-26	16-16-023-26W4	Manitok Energy Inc.	100.000000	Manitok Energy Inc.	BLRV
CARSELAND SHALLOW GAS	0409204	100/06-22-023-26W4/02	MNK ENTICE 6-22-23-26	16-16-023-26W4	Manitok Energy Inc.	100.000000	Manitok Energy Inc.	BLRV
CARSELAND SHALLOW GAS	0434678	100/07-22-023-26W4/00	MNK ENTICE 7-22-23-26	06-22-023-26W4	Manitok Energy Inc.	100.000000	Manitok Energy Inc.	BLRV
CARSELAND SHALLOW GAS	0434696	100/08-22-023-26W4/00	MNK ENTICE 8-22-23-26	06-22-023-26W4	Manitok Energy Inc.	100.000000	Manitok Energy Inc.	BLRV
CARSELAND SHALLOW GAS	0434681	100/13-22-023-26W4/00	MNK ENTICE 13-22-23-26	06-22-023-26W4	Manitok Energy Inc.	100.000000	Manitok Energy Inc.	BLRV
CARSELAND SHALLOW GAS	0436311	100/14-22-023-26W4/00	MNK ENTICE 14-22-23-26	06-22-023-26W4	Manitok Energy Inc.	100.000000	Manitok Energy Inc.	BLRV
CARSELAND SHALLOW GAS	0228331	100/16-22-023-26W4/00	MNK ENTICE 16-22-23-26	16-22-023-26W4	Manitok Energy Inc.	100.000000	Manitok Energy Inc.	BLRV
CARSELAND SHALLOW GAS	0228331	100/16-22-023-26W4/02	MNK ENTICE 16-22-23-26	16-22-023-26W4	Manitok Energy Inc.	100.000000	Manitok Energy Inc.	BLRV
CARSELAND SHALLOW GAS	0228331	100/16-22-023-26W4/03	MNK ENTICE 16-22-23-26	16-22-023-26W4	Manitok Energy Inc.	100.000000	Manitok Energy Inc.	BLRV
CARSELAND SHALLOW GAS	0435193	102/16-22-023-26W4/00	MNK 102 ENTICE 16-22-23-26	13-23-023-26W4	Manitok Energy Inc.	100.000000	Manitok Energy Inc.	BLRV
CARSELAND SHALLOW GAS	0434682	100/02-23-023-26W4/00	MNK ENTICE 2-23-23-26	06-23-023-26W4	Manitok Energy Inc.	100.000000	Manitok Energy Inc.	BLRV
CARSELAND SHALLOW GAS	0434683	100/09-23-023-26W4/00	MNK ENTICE 9-23-23-26	06-23-023-26W4	Manitok Energy Inc.	100.000000	Manitok Energy Inc.	BLRV
CARSELAND SHALLOW GAS	0435511	100/10-23-023-26W4/00	MNK ENTICE 10-23-23-26	13-24-023-26W4	Manitok Energy Inc.	100.000000	Manitok Energy Inc.	BLRV
CARSELAND SHALLOW GAS	0435184	100/11-23-023-26W4/00	MNK ENTICE 11-23-23-26	13-23-023-26W4	Manitok Energy Inc.	100.000000	Manitok Energy Inc.	BLRV
CARSELAND SHALLOW GAS	0434684	100/12-23-023-26W4/00	MNK ENTICE 12-23-23-26	06-23-023-26W4	Manitok Energy Inc.	100.000000	Manitok Energy Inc.	BLRV
CARSELAND SHALLOW GAS	0434685	100/15-23-023-26W4/00	MNK ENTICE 15-23-23-26	06-23-023-26W4	Manitok Energy Inc.	100.000000	Manitok Energy Inc.	BLRV
CARSELAND SHALLOW GAS	0434284	100/03-24-023-26W4/00	MNK ENTICE 3-24-23-26	06-24-023-26W4	Manitok Energy Inc.	100.000000	Manitok Energy Inc.	BLRV
CARSELAND SHALLOW GAS	0434285	100/05-24-023-26W4/00	MNK ENTICE 5-24-23-26	06-24-023-26W4	Manitok Energy Inc.	100.000000	Manitok Energy Inc.	BLRV
CARSELAND SHALLOW GAS	0434286	100/08-24-023-26W4/00	MNK ENTICE 8-24-23-26	06-24-023-26W4	Manitok Energy Inc.	100.000000	Manitok Energy Inc.	BLRV
CARSELAND SHALLOW GAS	0436364	100/09-24-023-26W4/00	MNK ENTICE 9-24-23-26	16-24-023-26W4	Manitok Energy Inc.	100.000000	Manitok Energy Inc.	BLRV
CARSELAND SHALLOW GAS	0435999	100/11-24-023-26W4/00	MNK ENTICE 11-24-23-26	13-24-023-26W4	Manitok Energy Inc.	100.000000	Manitok Energy Inc.	BLRV
CARSELAND SHALLOW GAS	0434287	100/15-24-023-26W4/00	MNK ENTICE 15-24-23-26	06-24-023-26W4	Manitok Energy Inc.	100.000000	Manitok Energy Inc.	BLRV
CARSELAND SHALLOW GAS	0436361	100/01-25-023-26W4/00	MNK ENTICE 1-25-23-26	16-24-023-26W4	Manitok Energy Inc.	100.000000	Manitok Energy Inc.	BLRV
CARSELAND SHALLOW GAS	0435998	100/04-25-023-26W4/00	MNK ENTICE 4-25-23-26	13-24-023-26W4	Manitok Energy Inc.	100.000000	Manitok Energy Inc.	BLRV
CARSELAND SHALLOW GAS	0435192	100/03-26-023-26W4/00	MNK ENTICE 3-26-23-26	13-23-023-26W4	Manitok Energy Inc.	100.000000	Manitok Energy Inc.	BLRV
CARSELAND SHALLOW GAS	0435183	100/06-26-023-26W4/00	MNK ENTICE 6-26-23-26	13-23-023-26W4	Manitok Energy Inc.	100.000000	Manitok Energy Inc.	BLRV
CARSELAND SHALLOW GAS	0436001	100/07-26-023-26W4/00	MNK ENTICE 7-26-23-26	13-24-023-26W4	Manitok Energy Inc.	100.000000	Manitok Energy Inc.	BLRV
CARSELAND SHALLOW GAS	0271811	100/15-26-023-26W4/00	MNK ENTICE 15-26-23-26	15-26-023-26W4	Manitok Energy Inc.	100.000000	Manitok Energy Inc.	BLRV
CARSELAND SHALLOW GAS	0435982	100/16-26-023-26W4/00	MNK ENTICE 16-26-23-26	13-25-023-26W4	Manitok Energy Inc.	100.000000	Manitok Energy Inc.	BLRV
CARSELAND SHALLOW GAS	0435185	100/02-27-023-26W4/00	MNK ENTICE 2-27-23-26	13-23-023-26W4	Manitok Energy Inc.	100.000000	Manitok Energy Inc.	BLRV
CARSELAND SHALLOW GAS	0419776	100/04-27-023-26W4/00	MNK ENTICE 4-27-23-26	10-27-023-26W4	Manitok Energy Inc.	100.000000	Manitok Energy Inc.	BLRV
CARSELAND SHALLOW GAS	0419776	100/04-27-023-26W4/02	MNK ENTICE 4-27-23-26	10-27-023-26W4	Manitok Energy Inc.	100.000000	Manitok Energy Inc.	BLRV
CARSELAND SHALLOW GAS	0353602	102/10-27-023-26W4/00	MNK 102 ENTICE 10-27-23-26	09-27-023-26W4	Manitok Energy Inc.	100.000000	Manitok Energy Inc.	BLRV
CARSELAND SHALLOW GAS	0392545	100/11-27-023-26W4/00	MNK ENTICE 11-27-23-26	09-28-023-26W4	Manitok Energy Inc.	100.000000	Manitok Energy Inc.	BLRV

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Area	License	CPA Pretty Well ID	Well Name	Surface Location	WIP Company	WIP	Operator Name	Producing
CARSELAND SHALLOW GAS	0419770	100/14-27-023-26W4/00	MNK ENTICE 14-27-23-26	10-27-023-26W4	Manitok Energy Inc.	100.000000	Manitok Energy Inc.	BLRV
CARSELAND SHALLOW GAS	0419770	100/14-27-023-26W4/02	MNK ENTICE 14-27-23-26	10-27-023-26W4	Manitok Energy Inc.	100.000000	Manitok Energy Inc.	BLRV
CARSELAND SHALLOW GAS	0420821	100/04-34-023-26W4/00	MNK ENTICE 4-34-23-26	04-34-023-26W4	Manitok Energy Inc.	100.000000	Manitok Energy Inc.	BLRV
CARSELAND SHALLOW GAS	0420821	100/04-34-023-26W4/02	MNK ENTICE 4-34-23-26	04-34-023-26W4	Manitok Energy Inc.	100.000000	Manitok Energy Inc.	BLRV
CARSELAND SHALLOW GAS	0354374	100/06-34-023-26W4/00	MNK ENTICE 6-34-23-26	06-34-023-26W4	Manitok Energy Inc.	100.000000	Manitok Energy Inc.	BLRV
CARSELAND SHALLOW GAS	0354374	100/06-34-023-26W4/02	MNK ENTICE 6-34-23-26	06-34-023-26W4	Manitok Energy Inc.	100.000000	Manitok Energy Inc.	BLRV
CARSELAND SHALLOW GAS	0354374	100/06-34-023-26W4/03	MNK ENTICE 6-34-23-26	06-34-023-26W4	Manitok Energy Inc.	100.000000	Manitok Energy Inc.	BLRV
CARSELAND SHALLOW GAS	0423634	100/08-34-023-26W4/00	MNK ENTICE 8-34-23-26	09-34-023-26W4	Manitok Energy Inc.	100.000000	Manitok Energy Inc.	BLRV
CARSELAND SHALLOW GAS	0354420	100/11-34-023-26W4/00	MNK ENTICE 11-34-23-26	11-34-023-26W4	Manitok Energy Inc.	100.000000	Manitok Energy Inc.	BLRV
CARSELAND SHALLOW GAS	0354420	100/11-34-023-26W4/02	MNK ENTICE 11-34-23-26	11-34-023-26W4	Manitok Energy Inc.	100.000000	Manitok Energy Inc.	BLRV
CARSELAND SHALLOW GAS	0422099	100/12-34-023-26W4/00	MNK ENTICE 12-34-23-26	12-34-023-26W4	Manitok Energy Inc.	100.000000	Manitok Energy Inc.	BLRV
CARSELAND SHALLOW GAS	0423978	100/15-34-023-26W4/00	MNK ENTICE 15-34-23-26	09-34-023-26W4	Manitok Energy Inc.	100.000000	Manitok Energy Inc.	BLRV
CARSELAND SHALLOW GAS	0423978	100/15-34-023-26W4/02	MNK ENTICE 15-34-23-26	09-34-023-26W4	Manitok Energy Inc.	100.000000	Manitok Energy Inc.	BLRV
CARSELAND SHALLOW GAS	0423978	100/15-34-023-26W4/03	MNK ENTICE 15-34-23-26	09-34-023-26W4	Manitok Energy Inc.	100.000000	Manitok Energy Inc.	BLRV
CARSELAND SHALLOW GAS	0423981	100/04-35-023-26W4/00	MNK ENTICE 4-35-23-26	09-34-023-26W4	Manitok Energy Inc.	100.000000	Manitok Energy Inc.	BLRV
CARSELAND SHALLOW GAS	0423981	100/04-35-023-26W4/02	MNK ENTICE 4-35-23-26	09-34-023-26W4	Manitok Energy Inc.	100.000000	Manitok Energy Inc.	BLRV
CARSELAND SHALLOW GAS	0423981	100/04-35-023-26W4/03	MNK ENTICE 4-35-23-26	09-34-023-26W4	Manitok Energy Inc.	100.000000	Manitok Energy Inc.	BLRV
CARSELAND SHALLOW GAS	0287119	100/07-35-023-26W4/00	MNK ENTICE 7-35-23-26	05-36-023-26W4	Manitok Energy Inc.	100.000000	Manitok Energy Inc.	BLRV
CARSELAND SHALLOW GAS	0287119	100/07-35-023-26W4/02	MNK ENTICE 7-35-23-26	05-36-023-26W4	Manitok Energy Inc.	100.000000	Manitok Energy Inc.	BLRV
CARSELAND SHALLOW GAS	0439778	100/09-35-023-26W4/00	MNK ENTICE 9-35-23-26	05-36-023-26W4	Manitok Energy Inc.	100.000000	Manitok Energy Inc.	BLRV
CARSELAND SHALLOW GAS	0424575	100/11-35-023-26W4/00	MNK ENTICE 11-35-23-26	09-34-023-26W4	Manitok Energy Inc.	100.000000	Manitok Energy Inc.	BLRV
CARSELAND SHALLOW GAS	0424575	100/11-35-023-26W4/02	MNK ENTICE 11-35-23-26	09-34-023-26W4	Manitok Energy Inc.	100.000000	Manitok Energy Inc.	BLRV
CORDEL STOLBERG	0481297	100/09-21-041-14W5/00	MNK STOLBERG 9-21-41-14	01-28-041-14W5	Manitok Energy Inc.	45.000000	Manitok Energy Inc.	N/A
CORDEL STOLBERG	0446840	100/09-01-042-15W5/00	MEI STOLBERG 9-1-42-15	15-01-042-15W5	Manitok Energy Inc.	91.600000	Manitok Energy Inc.	N/A
CORDEL STOLBERG	0446840	100/09-01-042-15W5/02	MEI STOLBERG 9-1-42-15	15-01-042-15W5	Manitok Energy Inc.	91.600000	Manitok Energy Inc.	CRDM
CORDEL STOLBERG	0462254	103/16-01-042-15W5/03	MNK STOLBERG 16-1-42-15	15-01-042-15W5	Manitok Energy Inc.	45.800000	Manitok Energy Inc.	CRDM
CORDEL STOLBERG	0426308	102/02-11-042-15W5/00	MEI 102 STOLBERG 2-11-42-15	15-02-042-15W5	Manitok Energy Inc.	100.000000	Manitok Energy Inc.	N/A
CORDEL STOLBERG	0426308	102/02-11-042-15W5/02	MEI 102 STOLBERG 2-11-42-15	15-02-042-15W5	Manitok Energy Inc.	100.000000	Manitok Energy Inc.	OCDZ
CORDEL STOLBERG	0457975	100/07-11-042-15W5/00	MNK STOLBERG 7-11-42-15	09-11-042-15W5	Manitok Energy Inc.	100.000000	Manitok Energy Inc.	N/A
CORDEL STOLBERG	0457975	100/07-11-042-15W5/02	MNK STOLBERG 7-11-42-15	09-11-042-15W5	Manitok Energy Inc.	100.000000	Manitok Energy Inc.	GLCC
CORDEL STOLBERG	0462618	100/08-11-042-15W5/00	MNK STOLBERG 8-11-42-15	09-11-042-15W5	Manitok Energy Inc.	75.000000	Manitok Energy Inc.	CRDM
CORDEL STOLBERG	0458618	102/10-11-042-15W5/00	MNK STOLBERG 10-11-42-15	09-11-042-15W5	Manitok Energy Inc.	75.000000	Manitok Energy Inc.	CRDM
CORDEL STOLBERG	0465968	100/11-11-042-15W5/00	MNK STOLBERG 11-11-42-15	15-02-042-15W5	Manitok Energy Inc.	82.000000	Manitok Energy Inc.	MNVL
CORDEL STOLBERG	0447585	100/15-11-042-15W5/02	MEI STOLBERG 15-11-42-15	09-11-042-15W5	Manitok Energy Inc.	75.000000	Manitok Energy Inc.	N/A
CORDEL STOLBERG	0447585	100/15-11-042-15W5/03	MEI STOLBERG 15-11-42-15	09-11-042-15W5	Manitok Energy Inc.	75.000000	Manitok Energy Inc.	CRDM
CORDEL STOLBERG	0437516	100/03-12-042-15W5/00	MEI STOLBERG 3-12-42-15	15-01-042-15W5	Manitok Energy Inc.	93.000000	Manitok Energy Inc.	CRDM
CORDEL STOLBERG	0437516	100/03-12-042-15W5/02	MEI STOLBERG 3-12-42-15	15-01-042-15W5	Manitok Energy Inc.	93.000000	Manitok Energy Inc.	CRDM
CORDEL STOLBERG	0444594	103/03-12-042-15W5/00	MEI HZ STOLBERG 3-12-42-15	15-01-042-15W5	Manitok Energy Inc.	86.000000	Manitok Energy Inc.	N/A
CORDEL STOLBERG	0444594	103/03-12-042-15W5/02	MEI HZ STOLBERG 3-12-42-15	15-01-042-15W5	Manitok Energy Inc.	86.000000	Manitok Energy Inc.	N/A
CORDEL STOLBERG	0444594	100/04-12-042-15W5/03	MEI HZ STOLBERG 4-12-42-15	15-01-042-15W5	Manitok Energy Inc.	86.000000	Manitok Energy Inc.	CRDM
CORDEL STOLBERG	0464259	102/04-12-042-15W5/02	MNK STOLBERG 4-12-42-15	15-01-042-15W5	Manitok Energy Inc.	86.000000	Manitok Energy Inc.	N/A
CORDEL STOLBERG	0464259	102/04-12-042-15W5/03	MNK STOLBERG 4-12-42-15	15-01-042-15W5	Manitok Energy Inc.	86.000000	Manitok Energy Inc.	CRDM
CORDEL STOLBERG	0452865	100/06-12-042-15W5/00	MNK STOLBERG 6-12-42-15	09-11-042-15W5	Manitok Energy Inc.	86.000000	Manitok Energy Inc.	CRDM
CORDEL STOLBERG	0458617	102/06-12-042-15W5/00	MNK STOLBERG 6-12-42-15	15-01-042-15W5	Manitok Energy Inc.	86.000000	Manitok Energy Inc.	N/A
CORDEL STOLBERG	0458617	100/12-12-042-15W5/02	MNK STOLBERG 12-12-42-15	15-01-042-15W5	Manitok Energy Inc.	100.000000	Manitok Energy Inc.	CRDM
CORDEL STOLBERG	0469122	100/04-14-042-15W5/02	MNK STOLBERG 4-14-42-15	10-11-042-15W5	Manitok Energy Inc.	30.000000	Manitok Energy Inc.	CRDM

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Area	License	CPA Pretty Well ID	Well Name	Surface Location	WIP Company	WIP	Operator Name	Producing
CORDEL/STOLBERG	0469187	100/05-14-042-15W5/00	MNK STOLBERG 5-14-42-15	10-11-042-15W5	Manitok Energy Inc.	30.000000	Manitok Energy Inc.	CRDM
CORDEL/STOLBERG	0469497	100/09-15-042-15W5/00	MNK STOLBERG 9-15-42-15	13-15-042-15 W5	Manitok Energy Inc.	30.000000	Manitok Energy Inc.	N/A
CORDEL/STOLBERG	0464807	100/10-15-042-15W5/03	MNK STOLBERG 10-15-42-15	13-15-042-15W5	Manitok Energy Inc.	30.000000	Manitok Energy Inc.	CRDM
CORDEL/STOLBERG	0464808	102/12-15-042-15W5/00	MNK STOLBERG 12-15-42-15	13-15-042-15W5	Manitok Energy Inc.	30.000000	Manitok Energy Inc.	CRDM
CORDEL/STOLBERG	0464810	100/14-15-042-15W5/00	MNK STOLBERG 14-15-42-15	13-15-042-15W5	Manitok Energy Inc.	30.000000	Manitok Energy Inc.	N/A
CORDEL/STOLBERG	0464809	100/16-16-042-15W5/00	MNK STOLBERG 16-16-42-15	13-15-042-15W5	Manitok Energy Inc.	30.000000	Manitok Energy Inc.	CRDM
CORDEL/STOLBERG	0440045	100/15-19-042-15W5/00	MEI STOLBERG 15-19-42-15	04-30-042-15W5	Manitok Energy Inc.	64.000000	Manitok Energy Inc.	CRDM
CORDEL/STOLBERG	0454754	100/01-21-042-15W5/00	MEI STOLBERG 1-21-42-15	06-21-042-15W5	Manitok Energy Inc.	66.666650	Manitok Energy Inc.	CRDM
CORDEL/STOLBERG	0456515	100/05-21-042-15W5/00	MNK STOLBERG 5-21-42-15	06-21-042-15W5	Manitok Energy Inc.	100.000000	Manitok Energy Inc.	N/A
CORDEL/STOLBERG	0456515	100/05-21-042-15W5/02	MNK STOLBERG 5-21-42-15	06-21-042-15W5	Manitok Energy Inc.	66.666650	Manitok Energy Inc.	CRDM
CORDEL/STOLBERG	0453572	100/08-21-042-15W5/00	MEI STOLBERG 8-21-42-15	06-21-042-15W5	Manitok Energy Inc.	66.666650	Manitok Energy Inc.	CRDM
CORDEL/STOLBERG	0453572	100/08-21-042-15W5/02	MEI STOLBERG 8-21-42-15	06-21-042-15W5	Manitok Energy Inc.	66.666650	Manitok Energy Inc.	CRDM
CORDEL/STOLBERG	0464236	100/12-21-042-15W5/00	MNK STOLBERG 12-21-42-15	06-21-042-15W5	Manitok Energy Inc.	66.666650	Manitok Energy Inc.	N/A
CORDEL/STOLBERG	0456256	100/13-21-042-15W5/02	MEI STOLBERG 13-21-42-15	06-21-042-15W5	Manitok Energy Inc.	66.666650	Manitok Energy Inc.	CRDM
CORDEL/STOLBERG	0470243	100/14-21-042-15W5/00	MNK STOLBERG 14-21-42-15	06-21-042-15W5	Manitok Energy Inc.	66.666650	Manitok Energy Inc.	N/A
CORDEL/STOLBERG	0470243	100/14-21-042-15W5/02	MNK STOLBERG 14-21-42-15	06-21-042-15W5	Manitok Energy Inc.	66.666650	Manitok Energy Inc.	N/A
CORDEL/STOLBERG	0470243	100/14-21-042-15W5/03	MNK STOLBERG 14-21-42-15	06-21-042-15W5	Manitok Energy Inc.	66.666650	Manitok Energy Inc.	N/A
CORDEL/STOLBERG	0456256	100/15-21-042-15W5/00	MNK STOLBERG 15-21-42-15	06-21-042-15W5	Manitok Energy Inc.	66.666650	Manitok Energy Inc.	N/A
CORDEL/STOLBERG	0464810	100/04-22-042-15W5/02	MNK STOLBERG 4-22-42-15	13-15-042-15W5	Manitok Energy Inc.	30.000000	Manitok Energy Inc.	CRDM
CORDEL/STOLBERG	0464807	102/04-22-042-15W5/02	MNK STOLBERG 4-22-42-15	13-15-042-15W5	Manitok Energy Inc.	30.000000	Manitok Energy Inc.	N/A
CORDEL/STOLBERG	0464807	100/06-22-042-15W5/00	MNK STOLBERG 6-22-42-15	13-15-042-15W5	Manitok Energy Inc.	30.000000	Manitok Energy Inc.	N/A
CORDEL/STOLBERG	0440071	100/01-29-042-15W5/00	MEI STOLBERG 1-29-42-15	06-29-042-15W5	Manitok Energy Inc.	79.000000	Manitok Energy Inc.	CRDM
CORDEL/STOLBERG	0459624	102/02-29-042-15W5/00	MNK STOLBERG 2-29-42-15	03-29-042-15W5	Manitok Energy Inc.	79.000000	Manitok Energy Inc.	CRDM
CORDEL/STOLBERG	0457321	100/05-29-042-15W5/00	MNK STOLBERG 5-29-42-15	02-29-042-15W5	Manitok Energy Inc.	79.000000	Manitok Energy Inc.	CRDM
CORDEL/STOLBERG	0456955	102/05-29-042-15W5/00	MNK STOLBERG 5-29-42-15	03-29-042-15W5	Manitok Energy Inc.	79.000000	Manitok Energy Inc.	N/A
CORDEL/STOLBERG	0437700	100/10-29-042-15W5/00	MEI STOLBERG 10-29-42-15	02-29-042-15W5	Manitok Energy Inc.	79.000000	Manitok Energy Inc.	CRDM
CORDEL/STOLBERG	0445540	100/12-29-042-15W5/00	MEI HZ STOLBERG 12-29-42-15	06-29-042-15W5	Manitok Energy Inc.	79.000000	Manitok Energy Inc.	CRDM
CORDEL/STOLBERG	0456955	102/12-29-042-15W5/02	MEI STOLBERG 12-29-42-15	03-29-042-15W5	Manitok Energy Inc.	79.000000	Manitok Energy Inc.	CRDM
CORDEL/STOLBERG	0448124	102/13-31-042-15W5/00	MEI CORDEL 13-31-42-15	08-31-042-15W5	Manitok Energy Inc.	65.000000	Manitok Energy Inc.	CRDM
CORDEL/STOLBERG	0220950	100/10-25-042-16W5/02	Canlin STOLBERG 15-25-42-16	14-25-042-16W5	Manitok Energy Inc.	25.000000	Canlin Enrg Corp	CRDM
CORDEL/STOLBERG	0456145	100/11-25-042-16W5/00	MEI CORDEL 11-25-42-16	14-25-042-16W5	Manitok Energy Inc.	25.000000	Manitok Energy Inc.	CRDM
CORDEL/STOLBERG	0220950	100/15-25-042-16W5/00	Canlin STOLBERG 15-25-42-16	14-25-042-16W5	Manitok Energy Inc.	25.000000	Canlin Enrg Corp	N/A
CORDEL/STOLBERG	0206594	100/09-35-042-16W5/00	IKM STOLBERG 9-35-42-16	05-36-042-16W5	Manitok Energy Inc.	12.500000	Ikkuma Rsrcs Corp	CRDM
CORDEL/STOLBERG	0259390	100/14-35-042-16W5/00	IKM STOLBERG 14-35-42-16	11-35-042-16W5	Manitok Energy Inc.	12.500000	Ikkuma Rsrcs Corp	CRDM
CORDEL/STOLBERG	0194353	100/05-36-042-16W5/00	IKM STOLBERG 5-36-42-16	05-36-042-16W5	Manitok Energy Inc.	12.500000	Ikkuma Rsrcs Corp	N/A
CORDEL/STOLBERG	0194353	100/05-36-042-16W5/02	IKM STOLBERG 5-36-42-16	05-36-042-16W5	Manitok Energy Inc.	12.500000	Ikkuma Rsrcs Corp	N/A
CORDEL/STOLBERG	0194353	100/05-36-042-16W5/03	IKM STOLBERG 5-36-42-16	05-36-042-16W5	Manitok Energy Inc.	12.500000	Ikkuma Rsrcs Corp	CRDM
CORDEL/STOLBERG	0194353	100/05-36-042-16W5/04	IKM STOLBERG 5-36-42-16	05-36-042-16W5	Manitok Energy Inc.	12.500000	Ikkuma Rsrcs Corp	N/A
CORDEL/STOLBERG	0240415	100/07-36-042-16W5/00	IKM STOLBERG 7-36-42-16	03-36-042-16W5	Manitok Energy Inc.	16.670000	Ikkuma Rsrcs Corp	MNVL
CORDEL/STOLBERG	0240415	100/07-36-042-16W5/02	IKM STOLBERG 7-36-42-16	03-36-042-16W5	Manitok Energy Inc.	12.500000	Ikkuma Rsrcs Corp	CRDM
CORDEL/STOLBERG	0203834	100/14-36-042-16W5/00	IKM STOLBERG 14-36-42-16	05-36-042-16W5	Manitok Energy Inc.	12.500000	Ikkuma Rsrcs Corp	CRDM
CORDEL/STOLBERG	0216785	100/07-01-043-16W5/00	IKM STOLBERG 7-1-43-16	06-01-043-16W5	Manitok Energy Inc.	12.500000	Ikkuma Rsrcs Corp	N/A
CORDEL/STOLBERG	0216785	100/07-01-043-16W5/02	IKM STOLBERG 7-1-43-16	06-01-043-16W5	Manitok Energy Inc.	12.500000	Ikkuma Rsrcs Corp	CRDM
CORDEL/STOLBERG	0252520	100/07-02-043-16W5/00	IKM STOLBERG 7-2-43-16	02-02-043-16W5	Manitok Energy Inc.	3.563000	Ikkuma Rsrcs Corp	CRDM
ROCKYFORD	0169842	100/05-16-023-23W4/00	MNK BLACKFT 5-16-23-23	16-17-023-23W4	Manitok Energy Inc.	100.000000	Manitok Energy Inc.	GLCC
ROCKYFORD	0458807	100/03-16-024-22W4/00	MNK HUSSAR 3-16-24-22	06-16-024-22W4	Manitok Energy Inc.	100.000000	Manitok Energy Inc.	GLCC



## Base Areas - Well List

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Area	License	CPA Pretty Well ID	Well Name	Surface Location	WIP Company	WIP	Operator Name	Producing
ROCKYFORD	0479009	102/13-07-025-22W4/00	LONE PINE 102 HZ PARFLESH 13-7-25-22	04-17-025-22W4	Manitok Energy Inc.	50.000000	Prairie Provident Rsrcs C	GLCC
ROCKYFORD	0480400	100/16-10-025-22W4/00	LONE PINE HZ PARFLESH 16-10-25-22	13-10-025-22W4	Prairie Provident Rsrcs C	100.000000	Prairie Provident Rsrcs C	GLCC
ROCKYFORD	0480399	102/04-16-025-22W4/00	LONE PINE 102 HZ PARFLESH 4-16-25-22	13-10-025-22W4	Prairie Provident Rsrcs C	100.000000	Prairie Provident Rsrcs C	GP
ROCKYFORD	0480346	102/01-17-025-22W4/00	LONE PINE HZ 102 PARFLESH 1-17-25-22	04-17-025-22W4	Manitok Energy Inc.	50.000000	Prairie Provident Rsrcs C	GLCC
ROCKYFORD	0479862	100/01-21-025-22W4/00	LONE PINE HZ PARFLESH 1-21-25-22	02-28-025-22W4	Manitok Energy Inc.	5.000000	Prairie Provident Rsrcs C	ELRL
ROCKYFORD	0479861	103/04-21-025-22W4/00	LONE PINE HZ 103 PARFLESH 4-21-25-22	02-28-025-22W4	Manitok Energy Inc.	5.000000	Prairie Provident Rsrcs C	ELRL
ROCKYFORD	0478638	100/03-22-025-22W4/00	LONE PINE HZ PARFLESH 3-22-25-22	02-27-025-22W4	Manitok Energy Inc.	5.000000	Prairie Provident Rsrcs C	ELRL
ROCKYFORD	0478639	102/14-27-025-22W4/00	LONE PINE HZ PARFLESH 14-27-25-22	02-27-025-22W4	Manitok Energy Inc.	5.000000	Prairie Provident Rsrcs C	ELRL
ROCKYFORD	0479863	100/16-28-025-22W4/00	LONE PINE HZ PARFLESH 16-28-25-22	02-28-025-22W4	Prairie Provident Rsrcs C	100.000000	Prairie Provident Rsrcs C	ELRL
ROCKYFORD	0476632	102/13-35-025-22W4/00	LONE PINE HZ ROCKYFRD 13-35-25-22	04-01-026-22W4	Manitok Energy Inc.	5.000000	Prairie Provident Rsrcs C	ELRL
WAYNE	0455059	102/16-21-027-21W4/00	MNK HZ 102 HUSSAR 16-21-27-21	06-28-027-21W4	Manitok Energy Inc.	100.000000	Manitok Energy Inc.	ELRL
WAYNE	0479845	100/03-25-027-21W4/00	LONE PINE HZ HUSSAR 3-25-27-21	02-36-027-21W4	Prairie Provident Rsrcs C	100.000000	Prairie Provident Rsrcs C	ELRL
WAYNE	0480053	100/02-26-027-21W4/00	LONE PINE HZ HUSSAR 2-26-27-21	02-35-027-21W4	Prairie Provident Rsrcs C	100.000000	Prairie Provident Rsrcs C	ELRL
WAYNE	0487918	100/03-26-027-21W4/00	PPR HZ HUSSAR 3-26-27-21	02-35-027-21W4	Prairie Provident Rsrcs C	100.000000	Prairie Provident Rsrcs C	
WAYNE	0482327	100/04-26-027-21W4/00	PPR HZ HUSSAR 4-26-27-21	02-35-027-21W4	Prairie Provident Rsrcs C	100.000000	Prairie Provident Rsrcs C	N/A
WAYNE	0455060	102/12-33-027-21W4/00	MNK HZ 102 HUSSAR 12-33-27-21	06-28-027-21W4	Manitok Energy Inc.	100.000000	Manitok Energy Inc.	ELRL
WAYNE	0412672	100/14-20-027-22W4/00	MNK HUSSAR 14-20-27-22	14-20-027-22W4	Manitok Energy Inc.	100.000000	Manitok Energy Inc.	ELRL
WAYNE	0412672	100/14-20-027-22W4/02	MNK HUSSAR 14-20-27-22	14-20-027-22W4	Manitok Energy Inc.	100.000000	Manitok Energy Inc.	GLCC
WAYNE	0423708	102/13-27-027-22W4/00	MNK 102 HUSSAR 13-27-27-22	11-27-027-22W4	Manitok Energy Inc.	100.000000	Manitok Energy Inc.	GLCC
WAYNE	0446824	100/09-28-027-22W4/00	MNK HUSSAR 9-28-27-22	16-28-027-22W4	Manitok Energy Inc.	100.000000	Manitok Energy Inc.	GLCC
WAYNE	0410893	100/12-30-027-22W4/00	MNK REDLAND 12-30-27-22	05-30-027-22W4	Manitok Energy Inc.	100.000000	Manitok Energy Inc.	ELRL
WAYNE	0447033	102/13-35-027-22W4/00	MNK 102 WAYNE 13-35-27-22	14-35-027-22W4	Manitok Energy Inc.	100.000000	Manitok Energy Inc.	GLCC
WAYNE	0447033	102/13-35-027-22W4/02	MNK 102 WAYNE 13-35-27-22	14-35-027-22 W4	Manitok Energy Inc.	100.000000	Manitok Energy Inc.	
WAYNE	0207045	100/12-35-027-23W4/00	MNK REDLAND 12-35-27-23	12-35-027-23W4	Manitok Energy Inc.	100.000000	Manitok Energy Inc.	ELRL
WAYNE	0373741	100/13-01-028-20W4/00	MNK WAYNE 13-1-28-20	04-12-028-20W4	Manitok Energy Inc.	100.000000	Manitok Energy Inc.	ELRL
WAYNE	0373741	100/13-01-028-20W4/02	MNK WAYNE 13-1-28-20	04-12-028-20W4	Manitok Energy Inc.	100.000000	Manitok Energy Inc.	N/A
WAYNE	0373741	100/13-01-028-20W4/03	MNK WAYNE 13-1-28-20	04-12-028-20W4	Manitok Energy Inc.	100.000000	Manitok Energy Inc.	N/A
WAYNE	0373741	100/13-01-028-20W4/04	MNK WAYNE 13-1-28-20	04-12-028-20W4	Manitok Energy Inc.	100.000000	Manitok Energy Inc.	N/A
WAYNE	0216811	102/12-07-028-20W4/00	MNK WAYNE 12-7-28-20	15-12-028-21W4	Manitok Energy Inc.	100.000000	Manitok Energy Inc.	NSKU
WAYNE	0259947	1W0/13-07-028-20W4/00	MNK WAYNE 13-7-28-20	12-07-028-20W4	Manitok Energy Inc.	100.000000	Manitok Energy Inc.	N/A
WAYNE	0480480	102/01-03-028-21W4/00	LONE PINE 102 HZ WAYNE 1-3-28-21	01-10-028-21W4	Prairie Provident Rsrcs C	100.000000	Prairie Provident Rsrcs C	ELRL
WAYNE	0412293	100/08-03-028-21W4/00	MNK WAYNE 8-3-28-21	08-03-028-21W4	Manitok Energy Inc.	100.000000	Manitok Energy Inc.	GLCC
WAYNE	0458133	102/13-11-028-21W4/00	MNK HZ 102 WAYNE 13-11-28-21	15-02-028-21W4	Manitok Energy Inc.	100.000000	Manitok Energy Inc.	ELRL
WAYNE	0458378	103/16-11-028-21W4/00	MNK HZ 103 WAYNE 16-11-28-21	15-02-028-21W4	Manitok Energy Inc.	100.000000	Manitok Energy Inc.	ELRL
WAYNE	0294971	100/10-12-028-21W4/00	MNK WAYNE 10-12-28-21	11-12-028-21W4	Manitok Energy Inc.	100.000000	Manitok Energy Inc.	N/A
WAYNE	0294971	100/10-12-028-21W4/02	MNK WAYNE 10-12-28-21	11-12-028-21W4	Manitok Energy Inc.	100.000000	Manitok Energy Inc.	NSKU
WAYNE	0180726	100/16-12-028-21W4/00	MNK WAYNE 16-12-28-21	05-18-028-20W4	Manitok Energy Inc.	100.000000	Manitok Energy Inc.	NSKU
WAYNE	0295543	102/05-13-028-21W4/00	MNK WAYNE 5-13-28-21	05-13-028-21W4	Manitok Energy Inc.	100.000000	Manitok Energy Inc.	NSKU
WAYNE	0206266	102/06-13-028-21W4/00	MNK 02 WAYNE 6-13-28-21	14-12-028-21W4	Manitok Energy Inc.	100.000000	Manitok Energy Inc.	NSKU
WAYNE	0207053	100/07-13-028-21W4/00	MNK WAYNE 7-13-28-21	16-12-028-21W4	Manitok Energy Inc.	100.000000	Manitok Energy Inc.	NSKU
WAYNE	0179667	102/10-13-028-21W4/00	MNK WAYNE 10-13-28-21	05-18-028-20W4	Manitok Energy Inc.	100.000000	Manitok Energy Inc.	NSKU
WAYNE	0188835	100/08-14-028-21W4/00	MNK WAYNE 8-14-28-21	01-14-028-21W4	Manitok Energy Inc.	100.000000	Manitok Energy Inc.	NSKU
WAYNE	0175991	103/09-14-028-21W4/02	MNK 103 WAYNE 10-14-28-21	14-14-028-21W4	Manitok Energy Inc.	100.000000	Manitok Energy Inc.	NSKU
WAYNE	0175991	102/10-14-028-21W4/00	MNK 103 WAYNE 10-14-28-21	14-14-028-21W4	Manitok Energy Inc.	100.000000	Manitok Energy Inc.	LDUC
WAYNE	0332409	100/02-20-028-21W4/00	MNK WAYNE 2-20-28-21	02-20-028-21W4	Manitok Energy Inc.	100.000000	Manitok Energy Inc.	ELRL
WAYNE	0170241	100/08-20-028-21W4/00	MNK WAYNE 8-20-28-21	08-20-028-21W4	Manitok Energy Inc.	100.000000	Manitok Energy Inc.	LDUC

## Base Areas - Well List

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Area	License	CPA Pretty Well ID	Well Name	Surface Location	WIP Company	WIP	Operator Name	Producing
WAYNE	0176261	100/03-23-028-21W4/00	MNK WAYNE 3-23-28-21	14-14-028-21W4	Manitok Energy Inc.	100.000000	Manitok Energy Inc.	NSKU
WAYNE	0175095	102/07-23-028-21W4/00	MNK WAYNE 7-23-28-21	08-23-028-21W4	Manitok Energy Inc.	100.000000	Manitok Energy Inc.	NSKU
WAYNE	0175094	100/09-23-028-21W4/00	MNK WAYNE 9-23-28-21	08-23-028-21W4	Manitok Energy Inc.	100.000000	Manitok Energy Inc.	NSKU
WAYNE	0169811	100/12-24-028-21W4/00	MNK WAYNE 12-24-28-21	08-23-028-21W4	Manitok Energy Inc.	100.000000	Manitok Energy Inc.	LDUC
WAYNE	0393646	100/04-27-028-21W4/00	MNK WAYNE 4-27-28-21	14-22-028-21W4	Manitok Energy Inc.	100.000000	Manitok Energy Inc.	ELRL
WAYNE	0479817	102/02-30-028-21W4/00	MNK WAYNE 2-30-28-21	15-18-028-21 W4	Manitok Energy Inc.	100.000000	Manitok Energy Inc.	
WAYNE	0479691	100/14-31-028-21W4/00		13-30-028-21W4	Manitok Energy Inc.	100.000000		N/A
WAYNE	0303307	100/09-33-028-21W4/00	MNK WAYNE 9-33-28-21	12-34-028-21W4	Manitok Energy Inc.	100.000000	Manitok Energy Inc.	NSKU
WAYNE	0212335	100/11-34-028-21W4/00	MNK WAYNE 11-34-28-21	12-34-028-21W4	Manitok Energy Inc.	100.000000	Manitok Energy Inc.	NSKU
WAYNE	0205175	100/12-34-028-21W4/00	MNK WAYNE 12-34-28-21	12-34-028-21W4	Manitok Energy Inc.	100.000000	Manitok Energy Inc.	NSKU
WAYNE	0423894	100/13-01-028-22W4/00	MNK WAYNE 13-1-28-22	13-01-028-22W4	Manitok Energy Inc.	100.000000	Manitok Energy Inc.	ELRL
WAYNE	0444065	102/13-01-028-22W4/00	MNK 102 WAYNE 13-1-28-22	04-12-028-22W4	Manitok Energy Inc.	100.000000	Manitok Energy Inc.	GLCC
WAYNE	0411059	100/07-02-028-22W4/00	MNK WAYNE 7-2-28-22	07-02-028-22W4	Manitok Energy Inc.	100.000000	Manitok Energy Inc.	GLCC
WAYNE	0421889	102/07-02-028-22W4/00	MNK 102 WAYNE 7-2-28-22	08-02-028-22W4	Manitok Energy Inc.	100.000000	Manitok Energy Inc.	GLCC
WAYNE	0383098	100/09-02-028-22W4/00	MNK WAYNE 9-2-28-22	09-02-028-22W4	Manitok Energy Inc.	100.000000	Manitok Energy Inc.	GLCC
WAYNE	0413918	100/12-12-028-22W4/00	MNK WAYNE 12-12-28-22	05-12-028-22W4	Manitok Energy Inc.	100.000000	Manitok Energy Inc.	N/A
WAYNE	0413918	100/12-12-028-22W4/02	MNK WAYNE 12-12-28-22	05-12-028-22W4	Manitok Energy Inc.	100.000000	Manitok Energy Inc.	GLCC
WAYNE	0414779	100/07-16-028-22W4/00	MNK WAYNE 7-16-28-22	07-16-028-22W4	Manitok Energy Inc.	100.000000	Manitok Energy Inc.	GLCC
WAYNE	0478798	102/13-22-028-22W4/00	LONE PINE 102 HZ WAYNE 13-22-28-22	13-15-028-22W4	Prairie Provident Rsrcs C	100.000000	Prairie Provident Rsrcs C	ELRL
WAYNE	0458957	100/07-25-028-22W4/00	MNK WAYNE 7-25-28-22	11-24-028-22W4	Manitok Energy Inc.	100.000000	Manitok Energy Inc.	ELRL

Other Areas - Well List

Area	License	CPA Pretty Well ID	Well Name	Surface Location	WIP Company	WIP	Operator Name	Producing Zone
ENCHANT	0236218	105/12-23-010-13W4/00	MNK BI 12-23-10-13	12-23-010-13W4	Manitok Energy Inc.	100.000000	Manitok Energy Inc.	STTH
ENCHANT	0179516	102/13-23-010-13W4/00	MNK BI 13-23-10-13	13-23-010-13W4	Manitok Energy Inc.	100.000000	Manitok Energy Inc.	STTH
ENCHANT	0201682	103/13-23-010-13W4/00	MNK BI 13-23-10-13	13-23-010-13W4	Manitok Energy Inc.	100.000000	Manitok Energy Inc.	STTH
ENCHANT	0236217	104/13-23-010-13W4/00	MNK BI 13-23-10-13	13-23-010-13W4	Manitok Energy Inc.	100.000000	Manitok Energy Inc.	STTH
ENCHANT	0201305	104/14-23-010-13W4/00	MNK BI 14-23-10-13	14-23-010-13W4	Manitok Energy Inc.	100.000000	Manitok Energy Inc.	STTH
ENCHANT	0156740	100/15-23-010-13W4/00	MNK BI 15-23-10-13	15-23-010-13W4	Manitok Energy Inc.	100.000000	Manitok Energy Inc.	STTH
ENCHANT	0169140	100/10-09-013-15W4/00	MNK ENCHANT 10-9-13-15	11-09-013-15W4	Manitok Energy Inc.	100.000000	Manitok Energy Inc.	ARCS
ENCHANT	0169140	100/10-09-013-15W4/02	MNK ENCHANT 10-9-13-15	11-09-013-15W4	Manitok Energy Inc.	100.000000	Manitok Energy Inc.	ARCS
HARMON	0373117	100/01-29-083-19W5/02	MNK 9-29-83-19	09-29-083-19W5	Manitok Energy Inc.	50.000000	Manitok Energy Inc.	BLSK
HARMON	0373117	100/09-29-083-19W5/00	MNK 9-29-83-19	09-29-083-19W5	Manitok Energy Inc.	50.000000	Manitok Energy Inc.	N/A
HARMON	0102480	100/04-05-087-14W5/00	FET GOLDEN 4-5-87-14	04-05-087-14W5	Manitok Energy Inc.	9.476090	Harvest Oprtns Corp	SLVP
HARMON	0039825	100/13-05-087-14W5/00	FET GOLDEN 13-5-87-14	13-05-087-14W5	Manitok Energy Inc.	9.476090	Harvest Oprtns Corp	SLVP
HARMON	0147933	100/05-06-087-14W5/00	FET GOLDEN 5-6-87-14	05-06-087-14W5	Manitok Energy Inc.	9.476090	Harvest Oprtns Corp	SLVP
HARMON	0083318	100/06-06-087-14W5/00	FET GOLDEN 6-6-87-14	06-06-087-14W5	Manitok Energy Inc.	9.476090	Harvest Oprtns Corp	SLVP
HARMON	0147645	100/07-06-087-14W5/00	FET GOLDEN 7-6-87-14	07-06-087-14W5	Manitok Energy Inc.	9.476090	Harvest Oprtns Corp	SLVP
HARMON	0154514	100/13-06-087-14W5/00	FET GOLDEN 13-6-87-14	13-06-087-14W5	Manitok Energy Inc.	9.476090	Harvest Oprtns Corp	SLVP
HARMON	0040693	100/14-06-087-14W5/00	FET GOLDEN 14-6-87-14	14-06-087-14W5	Manitok Energy Inc.	9.476090	Harvest Oprtns Corp	SLVP
HARMON	0040693	100/14-06-087-14W5/02	FET GOLDEN 14-6-87-14	14-06-087-14 W5	Manitok Energy Inc.	9.476090	Harvest Oprtns Corp	
HARMON	0147646	100/15-06-087-14W5/00	FET GOLDEN 15-6-87-14	15-06-087-14W5	Manitok Energy Inc.	9.476090	Harvest Oprtns Corp	SLVP
HARMON	0102493	100/16-06-087-14W5/00	FET GOLDEN 16-6-87-14	16-06-087-14W5	Manitok Energy Inc.	9.476090	Harvest Oprtns Corp	SLVP
HARMON	0146229	100/03-07-087-14W5/00	FET GOLDEN 3-7-87-14	03-07-087-14W5	Manitok Energy Inc.	9.476090	Harvest Oprtns Corp	SLVP
HARMON	0102479	100/06-07-087-14W5/00	FET GOLDEN 6-7-87-14	06-07-087-14W5	Manitok Energy Inc.	9.476090	Harvest Oprtns Corp	SLVP
HARMON	0102479	100/06-07-087-14W5/03	HARVEST GOLDEN 6-7-87-14	06-07-087-14W5	Manitok Energy Inc.	9.476090	Harvest Oprtns Corp	SLVP
HARMON	0046991	100/10-07-087-14W5/00	FET GOLDEN 10-7-87-14	10-07-087-14W5	Manitok Energy Inc.	9.476090	Harvest Oprtns Corp	SLVP
HARMON	0039680	100/14-07-087-14W5/00	FET GOLDEN 14-7-87-14	14-07-087-14W5	Manitok Energy Inc.	9.476090	Harvest Oprtns Corp	SLVP
HARMON	0151777	102/14-07-087-14W5/00	FET 102 GOLDEN 14-7-87-14	14-07-087-14W5	Manitok Energy Inc.	9.476090	Harvest Oprtns Corp	SLVP
HARMON	0151777	102/14-07-087-14W5/02	FET 102 GOLDEN 14-7-87-14	14-07-087-14W5	Manitok Energy Inc.	9.476090	Harvest Oprtns Corp	SLVP
HARMON	0052042	100/12-08-087-14W5/00	FET GOLDEN 12-8-87-14	12-08-087-14W5	Manitok Energy Inc.	9.476090	Harvest Oprtns Corp	SLVP
HARMON	0146296	100/10-01-087-15W5/00	FET GOLDEN 10-1-87-15	10-01-087-15W5	Manitok Energy Inc.	9.476090	Harvest Oprtns Corp	SLVP
HARMON	0052489	100/16-01-087-15W5/00	FET GOLDEN 16-1-87-15	16-01-087-15W5	Manitok Energy Inc.	9.476090	Harvest Oprtns Corp	SLVP
RICINUS	0471954	100/02-03-032-08W5/00	MNK RICINUS 2-3-32-8	10-03-032-08W5	Manitok Energy Inc.	100.000000	Manitok Energy Inc.	N/A
WILDCAT HILLS	0229541	100/13-14-026-05W5/00	MNK JUMP PD 13-14-26-5	07-14-026-05W5	Manitok Energy Inc.	33.500000	Manitok Energy Inc.	MNVL
WILDCAT HILLS	0155130	100/08-17-026-05W5/00	MNK WCATH 8-17-26-5	02-17-026-05W5	Manitok Energy Inc.	100.000000	Manitok Energy Inc.	VKNS
WILDCAT HILLS	0234307	100/10-22-026-05W5/00	MNK JUMP PD 10-22-26-5	01-27-026-05W5	Manitok Energy Inc.	33.500000	Manitok Energy Inc.	VKNS
WILDCAT HILLS	0150786	102/06-28-026-05W5/00	MNK JUMP PD 6-28-26-5	04-28-026-05W5	Manitok Energy Inc.	67.000000	Manitok Energy Inc.	VKNS
WILDCAT HILLS	0150786	102/06-28-026-05W5/02	MNK JUMP PD 6-28-26-5	04-28-026-05W5	Manitok Energy Inc.	67.000000	Manitok Energy Inc.	VKNS

Other Areas - Well List

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Area	License	CPA Pretty Well ID	Well Name	Surface Location	WIP Company	WIP	Operator Name	Producing Zone
WILDCAT HILLS	0252424	100/07-28-026-05W5/00	MNK JUMP PD 7-28-26-5	01-28-026-05W5	Manitok Energy Inc.	100.000000	Manitok Energy Inc.	VKNS
WILDCAT HILLS	0124137	100/06-29-026-05W5/00	MNK WCATH 6-29-26-5	06-29-026-05W5	Manitok Energy Inc.	67.000000	Manitok Energy Inc.	N/A
WILDCAT HILLS	0124137	100/06-29-026-05W5/02	MNK WCATH 6-29-26-5	06-29-026-05W5	Manitok Energy Inc.	67.000000	Manitok Energy Inc.	VKNS
WILDCAT HILLS	0242580	100/06-33-026-05W5/02	MNK WCATH 7-33-26-5	05-33-026-05W5	Manitok Energy Inc.	50.250000	Manitok Energy Inc.	N/A
WILDCAT HILLS	0242580	100/07-33-026-05W5/00	MNK WCATH 7-33-26-5	05-33-026-05W5	Manitok Energy Inc.	50.250000	Manitok Energy Inc.	N/A
WILDCAT HILLS	0242580	100/07-33-026-05W5/03	MNK WCATH 7-33-26-5	05-33-026-05W5	Manitok Energy Inc.	33.500000	Manitok Energy Inc.	VKNS
WILDCAT HILLS	0223866	100/05-34-026-05W5/02	MNK WCATH 11-34-26-5	11-34-026-05W5	Manitok Energy Inc.	67.000000	Manitok Energy Inc.	VKNS
WILDCAT HILLS	0223866	100/11-34-026-05W5/00	MNK WCATH 11-34-26-5	11-34-026-05W5	Manitok Energy Inc.	67.000000	Manitok Energy Inc.	N/A
WILDCAT HILLS	0218094	100/03-03-027-05W5/00	MNK WCATH 3-3-27-5	03-03-027-05W5	Manitok Energy Inc.	67.000000	Manitok Energy Inc.	BMGP
WILDCAT HILLS	0218094	100/03-03-027-05W5/02	MNK WCATH 3-3-27-5	03-03-027-05W5	Manitok Energy Inc.	67.000000	Manitok Energy Inc.	N/A
WILDCAT HILLS	0239752	100/12-04-027-05W5/00	MNK WCATH 12-4-27-5	15-04-027-05W5	Manitok Energy Inc.	67.000000	Manitok Energy Inc.	BMGP
WILDCAT HILLS	0221449	100/16-04-027-05W5/00	MNK WCATH 16-4-27-5	15-04-027-05W5	Manitok Energy Inc.	67.000000	Manitok Energy Inc.	VKNS
WILDCAT HILLS	0222092	100/06-09-027-05W5/00	MNK WCATH 6-9-27-5	06-09-027-05W5	Manitok Energy Inc.	67.000000	Manitok Energy Inc.	VKNS
WILDCAT HILLS	0235807	100/15-09-027-05W5/00	MNK WCATH 15-9-27-5	06-09-027-05W5	Manitok Energy Inc.	67.000000	Manitok Energy Inc.	VKNS
WILDCAT HILLS	0224085	100/06-21-027-05W5/00	MNK WCATH 6-21-27-5	01-20-027-05W5	Manitok Energy Inc.	67.000000	Manitok Energy Inc.	VKNS

**GOR Well List**

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Area	License	CPA Pretty Well ID	Well Name	Surface Location	Company	GOR	Operator Name	Well Status	Producing Zone
CORDEL/STOLBERG	0216420	100/05-11-042-15W5/02	Canlin STOLBERG 6-11-42-15	04-11-042-15W5	Manitok Energy Inc.	25.000000	Canlin Enrg Corp	Flow GAS	CRDM
CORDEL/STOLBERG	0216420	100/05-11-042-15W5/02	Canlin STOLBERG 6-11-42-15	04-11-042-15W5	Manitok Energy Inc.	25.000000	Canlin Enrg Corp	Flow GAS	CRDM
CORDEL/STOLBERG	0216420	102/06-11-042-15W5/00	Canlin STOLBERG 6-11-42-15	04-11-042-15W5	Manitok Energy Inc.	25.000000	Canlin Enrg Corp	ABD	N/A
CORDEL/STOLBERG	0216420	102/06-11-042-15W5/00	Canlin STOLBERG 6-11-42-15	04-11-042-15W5	Manitok Energy Inc.	25.000000	Canlin Enrg Corp	ABD	N/A
RICINUS	0433337	100/07-36-033-07W5/00	INSIGNIAENERGY ET AL CAROL 7-36-33-7	07-36-033-07W5	Manitok Energy Inc.	100.000000	Insignia Enrg Ltd	Flow GAS	ELRL



**B. Facilities**

See the attached.

## Base Areas - Facility List

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Area	Licence	Description	Sub Type	Surface Location	Status	Licensee	WIP
CARSELAND	F44595	Battery		14-11-022-25W4	Issued	Manitok Energy Inc.	100.000000
CARSELAND	F3246	Gas Processing Plant	Gas Plant Acid Gas Flaring < 1 T/d Sulphur	16-21-022-25W4	Amended	Manitok Energy Inc.	100.000000
CARSELAND	F3246	Battery	Gas Multiwell Group Battery	16-21-022-25W4	Amended	Manitok Energy Inc.	100.000000
CARSELAND	F48038	Battery	Crude Oil Multiwell Proration Battery	02-32-022-25W4	Amended	Manitok Energy Inc.	100.000000
CARSELAND	F48054	Satellite		04-33-022-25W4	Issued	Manitok Energy Inc.	100.000000
CARSELAND	F49021	Satellite		03-16-023-25W4	Issued	Manitok Energy Inc.	100.000000
CARSELAND	F44553	Battery	Gas Single-well Battery	01-36-022-26 W4	Issued	Ember Resources Inc.	100.000000
CARSELAND SHALLOW GAS	F43473	Battery	Gas Multiwell Proration Outside Southeast Alberta Battery	07-25-023-26W4	Issued	Manitok Energy Inc.	100.000000
CORDEL/STOLBERG	F45474	Battery	Crude Oil Multiwell Proration Battery	15-01-042-15W5	Amended	Manitok Energy Inc.	91.600000
CORDEL/STOLBERG	F47870	Compressor Station	Compressor Station	15-02-042-15W5	Amended	Manitok Energy Inc.	100.000000
CORDEL/STOLBERG	F45817	Battery	Crude Oil Multiwell Proration Battery	09-11-042-15W5	Amended	Manitok Energy Inc.	100.000000
CORDEL/STOLBERG	F48085	Satellite		10-11-042-15W5	Issued	Manitok Energy Inc.	30.000000
CORDEL/STOLBERG	F46373	Battery	Crude Oil Multiwell Proration Battery	06-21-042-15W5	Issued	Manitok Energy Inc.	66.666650
CORDEL/STOLBERG	F44723	Compressor Station	Compressor Station	02-29-042-15W5	Amended	Manitok Energy Inc.	79.000000
CORDEL/STOLBERG	F46864	Battery	Crude Oil Multiwell Proration Battery	03-29-042-15W5	Issued	Manitok Energy Inc.	79.000000
CORDEL/STOLBERG	F47323	Battery	Crude Oil Multiwell Proration Battery	01-36-042-16W5	Amended	Manitok Energy Inc.	72.000000
CORDEL/STOLBERG	F47323	Compressor Station	Compressor Station	01-36-042-16W5	Amended	Manitok Energy Inc.	72.000000
CORDEL/STOLBERG	F47423	Battery	Crude Oil Multiwell Group Battery	13-15-042-15W5	Issued	Manitok Energy Inc.	30.000000
CORDEL/STOLBERG	F45136	Battery		06-29-042-15W5	Issued	Manitok Energy Inc.	79.000000
WAYNE	F46560	Battery	Crude Oil Multiwell Proration Battery	06-28-027-21W4	Issued	Manitok Energy Inc.	100.000000
WAYNE	F45521	Battery		16-28-027-22W4	Issued	Manitok Energy Inc.	100.000000
WAYNE	F45124	Battery		14-35-027-22W4	Issued	Manitok Energy Inc.	100.000000
WAYNE	F31911	Battery	Crude Oil Single-well Battery	16-13-028-20W4	Issued	Lynx Energy ULC	100.000000
WAYNE	F3802	Satellite		05-18-028-20W4	Issued	Manitok Energy Inc.	100.000000
WAYNE	F46707	Battery		15-02-028-21W4	Issued	Manitok Energy Inc.	100.000000
WAYNE	F3812	Satellite		11-12-028-21W4	Issued	Manitok Energy Inc.	100.000000
WAYNE	F3817	Gas Processing Plant	Gas Plant Sulphur Recovery	01-20-028-21W4	Amended	Manitok Energy Inc.	100.000000
WAYNE	F3817	Injection Plant	Acid Gas Disposal	01-20-028-21W4	Amended	Manitok Energy Inc.	100.000000
WAYNE	F3817	Injection Plant	Enhanced Recovery Scheme	01-20-028-21W4	Amended	Manitok Energy Inc.	100.000000
WAYNE	F3817	Battery	Gas Multiwell Proration Battery	01-20-028-21W4	Amended	Manitok Energy Inc.	100.000000
WAYNE	F3819	Battery	Crude Oil Multiwell Proration Battery	01-20-028-21W4	Issued	Manitok Energy Inc.	100.000000
WAYNE	F3822	Satellite		08-23-028-21W4	Issued	Manitok Energy Inc.	100.000000
WAYNE	ABIF0008818	Injection Facility	Enhanced Recovery Scheme	12-24-028-21 W4	Issued	Manitok Energy Inc.	100.000000
WAYNE	F3831	Satellite		12-34-028-21W4	Issued	Manitok Energy Inc.	100.000000
WAYNE	F43463	Battery		07-02-028-22W4	Amended	Manitok Energy Inc.	100.000000
WAYNE	F44797	Battery	Crude Oil Multiwell Group Battery	04-12-028-22W4	Amended	Manitok Energy Inc.	100.000000
WAYNE	F47016	Battery		11-24-028-22W4	Issued	Manitok Energy Inc.	100.000000

**Other Areas - Facility List**

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Area	Licence	Description	Sub Type	Surface Location	Status	Licensee	WIP
ENCHANT	F406	Battery	Crude Oil Multiwell Proration Battery	14-23-010-13W4	Issued	Manitok Energy Inc.	100.000000
HARMON	F17220	Battery	Crude Oil Multiwell Proration Battery	07-07-087-14W5	Issued	Harvest Operations Corp.	9.476000
WILDCAT HILLS	F3655	Battery	Gas Multiwell Effluent Measurement Battery	07-16-026-05W5	Issued	Manitok Energy Inc.	67.000000
WILDCAT HILLS	F3655	Gas Processing Plant	Gas Plant Sweet	07-16-026-05W5	Issued	Manitok Energy Inc.	67.000000
WILDCAT HILLS	F3753	Compressor Station	Compressor Station	05-09-027-05W5	Issued	Manitok Energy Inc.	67.000000
WILDCAT HILLS	F29149	Battery	Gas Single-Well Battery	04-28-026-05W5	Issued	Shell Canada Limited	67.000000

**C. Pipelines**

See the attached.

**Base Areas - Pipeline List**

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Area	Lic Line	Substance	From Location	From Facility	To Location	To Facility	Licensee	Status	Diam (mm)	Length (km)
CARSELAND	56788-1	OE	03-33-022-25W4	Satellite	02-32-022-25W4	Battery	Manitok Energy Inc.	Operating	168.3	1.06
CARSELAND	56792-1	OE	16-28-022-25W4	Well	02-32-022-25W4	Battery	Manitok Energy Inc.	Operating	168.3	2
CARSELAND	56794-1	NG	02-32-022-25W4	Battery	16-21-022-25W4	Gas processing plant	Manitok Energy Inc.	Operating	168.3	4.15
CARSELAND	57783-1	OE	03-16-023-25W4	Satellite	02-32-022-25W4	Battery	Manitok Energy Inc.	Operating	168.3	5.53
CARSELAND	57939-1	NG	10-11-022-25W4	Well	07-10-022-25W4	Pipeline	Manitok Energy Inc.	Operating	88.9	1.6
CARSELAND	57939-2	NG	07-10-022-25W4	Well	02-16-022-25W4	Pipeline	Manitok Energy Inc.	Operating	114.3	2.4
CARSELAND	57939-3	NG	11-09-022-25W4	Well	08-21-022-25W4	Pipeline	Manitok Energy Inc.	Operating	168.3	3.5
CARSELAND	57939-4	NG	08-21-022-25W4	Pipeline	16-21-022-25W4	Gas processing plant	Manitok Energy Inc.	Operating	168.3	0.76
CARSELAND	57939-5	NG	16-21-022-25W4	Gas processing plant	01-29-022-26W4	Pipeline	Manitok Energy Inc.	Operating	168.3	11.01
CARSELAND	57940-1	NG	09-17-022-25W4	Well	11-09-022-25W4	Pipeline	Manitok Energy Inc.	Operating	88.9	2.04
CARSELAND	57940-2	NG	14-11-022-25W4	Well	10-11-022-25W4	Pipeline	Manitok Energy Inc.	Operating	88.9	0.5
CARSELAND	57940-3	NG	14-16-022-25W4	Well	15-16-022-25W4	Pipeline	Manitok Energy Inc.	Operating	88.9	0.09
CARSELAND	57940-5	NG	13-11-022-25W4	Well	14-11-022-25W4	Pipeline	Manitok Energy Inc.	Operating	88.9	0.77
CARSELAND	58313-1	NG	14-16-022-25W4	Well	15-16-022-25W4	Pipeline	Manitok Energy Inc.	Operating	168.3	0.08
CARSELAND SHALLOW GAS	13437-6	NG	06-16-023-25W4	Well	06-28-023-25W4	Meter station	Manitok Energy Inc.	Operating	114.3	3.22
CARSELAND SHALLOW GAS	13437-39	NG	06-16-023-25W4	Well	06-28-023-25W4	Compressor station	Manitok Energy Inc.	Operating	168.3	3.11
CARSELAND SHALLOW GAS	13437-97	NG	05-36-023-26W4	Well	06-36-023-26W4	Pipeline	Manitok Energy Inc.	Operating	114.3	0.75
CARSELAND SHALLOW GAS	13437-98	NG	06-30-023-25W4	Well	04-31-023-25W4	Pipeline	Manitok Energy Inc.	Operating	114.3	1.94
CARSELAND SHALLOW GAS	13437-100	NG	15-26-023-26W4	Well	04-31-023-25W4	Pipeline	Manitok Energy Inc.	Operating	168.3	4.89
CARSELAND SHALLOW GAS	13437-104	NG	04-31-023-25W4	Pipeline	06-28-023-25W4	Compressor station	Manitok Energy Inc.	Operating	168.3	4.28
CARSELAND SHALLOW GAS	13437-105	NG	04-31-023-25W4	Pipeline	06-28-023-25W4	Compressor station	Manitok Energy Inc.	Operating	168.3	4.28
CARSELAND SHALLOW GAS	13437-108	NG	07-30-023-25W4	Well	06-30-023-25W4	Pipeline	Manitok Energy Inc.	Operating	114.3	0.74
CARSELAND SHALLOW GAS	13437-110	NG	13-19-023-25W4	Well	07-30-023-25W4	Pipeline	Manitok Energy Inc.	Operating	114.3	1.18
CARSELAND SHALLOW GAS	37427-4	NG	02-08-023-26W4	Pipeline	16-20-023-26W4	Pipeline	Manitok Energy Inc.	Operating	141.3	5.48
CARSELAND SHALLOW GAS	37427-5	NG	01-33-023-26W4	Well	08-32-023-26W4	Pipeline	Manitok Energy Inc.	Operating	141.3	2.46
CARSELAND SHALLOW GAS	37427-6	NG	16-16-023-26W4	Well	15-17-023-26W4	Pipeline	Manitok Energy Inc.	Operating	141.3	2
CARSELAND SHALLOW GAS	37427-7	NG	16-22-023-26W4	Well	02-33-023-26W4	Pipeline	Manitok Energy Inc.	Operating	141.3	3.13
CARSELAND SHALLOW GAS	37427-8	NG	06-05-023-26W4	Well	01-25-022-27W4	Pipeline	Manitok Energy Inc.	Operating	141.3	1.74
CARSELAND SHALLOW GAS	37427-18	NG	05-31-022-26W4	Well	01-36-022-27W4	Pipeline	Manitok Energy Inc.	Operating	141.3	0.71
CARSELAND SHALLOW GAS	37427-19	NG	16-20-023-26W4	Pipeline	09-20-023-26W4	Pipeline	Manitok Energy Inc.	Operating	141.3	0.31
CARSELAND SHALLOW GAS	37427-23	NG	16-20-023-26W4	Pipeline	04-32-023-26W4	Pipeline	Manitok Energy Inc.	Operating	141.3	3.42
CARSELAND SHALLOW GAS	37427-30	NG	04-03-023-26W4	Well	06-05-023-26W4	Pipeline	Manitok Energy Inc.	Operating	141.3	3.2
CARSELAND SHALLOW GAS	37427-32	NG	07-10-023-26W4	Well	07-10-023-26W4	Pipeline	Manitok Energy Inc.	Operating	141.3	0.1
CARSELAND SHALLOW GAS	37427-33	NG	13-10-023-26W4	Well	02-03-023-26W4	Pipeline	Manitok Energy Inc.	Operating	141.3	3.5
CARSELAND SHALLOW GAS	37427-34	NG	04-33-022-26W4	Well	04-03-023-26W4	Pipeline	Manitok Energy Inc.	Operating	141.3	2.5
CARSELAND SHALLOW GAS	37427-41	NG	08-32-023-26W4	Pipeline	13-29-023-26W4	Compressor station	Manitok Energy Inc.	Operating	219.1	1.83
CARSELAND SHALLOW GAS	37427-42	NG	08-32-023-26W4	Pipeline	13-29-023-26W4	Compressor station	Manitok Energy Inc.	Operating	168.3	1.83
CARSELAND SHALLOW GAS	37427-70	NG	08-17-023-26W4	Well	06-05-023-26W4	Pipeline	Manitok Energy Inc.	Operating	219.1	3.8

**Base Areas - Pipeline List**

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Area	Lic_Line	Substance	From Location	From Facility	To Location	To Facility	Licensee	Status	Diam (mm)	Length (km)
CARSELAND SHALLOW GAS	37427-71	NG	03-16-023-26W4	Well	06-16-023-26W4	Pipeline	Manitok Energy Inc.	Operating	141.3	0.35
CARSELAND SHALLOW GAS	37427-73	NG	09-08-023-26W4	Well	10-08-023-26W4	Pipeline	Manitok Energy Inc.	Operating	141.3	0.22
CARSELAND SHALLOW GAS	37427-75	NG	07-17-023-26W4	Pipeline	06-05-023-26W4	Pipeline	Manitok Energy Inc.	Operating	168.3	2.34
CARSELAND SHALLOW GAS	37427-76	NG	07-17-023-26W4	Well	08-17-023-26W4	Pipeline	Manitok Energy Inc.	Operating	141.3	0.58
CARSELAND SHALLOW GAS	37427-77	NG	07-16-023-26W4	Well	08-17-023-26W4	Pipeline	Manitok Energy Inc.	Operating	141.3	1.29
CARSELAND SHALLOW GAS	37427-87	NG	09-20-023-26W4	Well	08-32-023-26W4	Pipeline	Manitok Energy Inc.	Operating	168.3	2.91
CARSELAND SHALLOW GAS	37427-88	NG	09-20-023-26W4	Well	08-32-023-26W4	Pipeline	Manitok Energy Inc.	Operating	219.1	2.91
CARSELAND SHALLOW GAS	37427-99	NG	06-05-023-26W4	Well	01-25-022-27W4	Pipeline	Manitok Energy Inc.	Operating	168.3	4.45
CARSELAND SHALLOW GAS	37427-105	NG	09-28-023-26W4	Well	08-32-023-26W4	Pipeline	Manitok Energy Inc.	Operating	219.1	3.29
CARSELAND SHALLOW GAS	37427-107	NG	11-34-023-26W4	Well	02-33-023-26W4	Pipeline	Manitok Energy Inc.	Operating	141.3	2.35
CARSELAND SHALLOW GAS	37427-114	NG	01-25-022-27W4	Well	02-29-022-26W4	Pipeline	Manitok Energy Inc.	Operating	141.3	3.2
CARSELAND SHALLOW GAS	37427-134	NG	06-05-023-26W4	Pipeline	02-08-023-26W4	Pipeline	Manitok Energy Inc.	Operating	141.3	4.3
CARSELAND SHALLOW GAS	37427-158	NG	08-17-023-26W4	Well	07-17-023-26W4	Pipeline	Manitok Energy Inc.	Operating	168.3	0.24
CARSELAND SHALLOW GAS	37427-159	NG	07-17-023-26W4	Pipeline	09-20-023-26W4	Pipeline	Manitok Energy Inc.	Operating	168.3	4.77
CARSELAND SHALLOW GAS	37427-164	NG	08-05-023-26W4	Well	06-05-023-26W4	Pipeline	Manitok Energy Inc.	Operating	141.3	1.01
CARSELAND SHALLOW GAS	37427-169	NG	16-25-022-27W4	Well	09-25-022-27W4	Pipeline	Manitok Energy Inc.	Operating	141.3	0.21
CARSELAND SHALLOW GAS	37427-183	NG	09-34-023-26W4	Well	11-34-023-26W4	Pipeline	Manitok Energy Inc.	Operating	141.3	1.3
CARSELAND SHALLOW GAS	37427-184	NG	07-09-023-26W4	Well	09-08-023-26W4	Pipeline	Manitok Energy Inc.	Operating	141.3	1.33
CARSELAND SHALLOW GAS	37427-185	NG	04-15-023-26W4	Well	12-15-023-26W4	Pipeline	Manitok Energy Inc.	Operating	141.3	0.66
CARSELAND SHALLOW GAS	37427-186	NG	06-15-023-26W4	Well	07-16-023-26W4	Pipeline	Manitok Energy Inc.	Operating	141.3	1.47
CARSELAND SHALLOW GAS	37427-187	NG	05-32-022-26W4	Well	04-33-022-26W4	Pipeline	Manitok Energy Inc.	Operating	141.3	2.19
CARSELAND SHALLOW GAS	37427-188	NG	07-32-022-26W4	Well	07-32-022-26W4	Pipeline	Manitok Energy Inc.	Operating	141.3	0.25
CARSELAND SHALLOW GAS	37427-189	NG	10-27-023-26W4	Well	03-34-023-26W4	Pipeline	Manitok Energy Inc.	Operating	141.3	1.74
CARSELAND SHALLOW GAS	37427-190	NG	12-34-023-26W4	Well	11-34-023-26W4	Pipeline	Manitok Energy Inc.	Operating	141.3	0.55
CARSELAND SHALLOW GAS	37427-191	NG	04-34-023-26W4	Well	04-34-023-26W4	Pipeline	Manitok Energy Inc.	Operating	141.3	0.07
CARSELAND SHALLOW GAS	37427-212	NG	13-29-023-26W4	Battery	13-13-024-27W4	Compressor station	Manitok Energy Inc.	Operating	273.1	9.1
CARSELAND SHALLOW GAS	37427-217	NG	04-04-023-26W4	Well	04-04-023-26W4	Pipeline	Manitok Energy Inc.	Operating	141.3	0.08
CARSELAND SHALLOW GAS	37427-221	NG	15-04-023-26W4	Well	08-05-023-26W4	Pipeline	Manitok Energy Inc.	Operating	141.3	1.93
CARSELAND SHALLOW GAS	37427-222	NG	13-03-023-26W4	Well	15-03-023-26W4	Pipeline	Manitok Energy Inc.	Operating	141.3	0.62
CARSELAND SHALLOW GAS	58911-2	NG	02-27-022-26W4	Well	04-30-022-25W4	Pipeline	Manitok Energy Inc.	Operating	273.1	4.46
CARSELAND SHALLOW GAS	58911-3	NG	02-27-022-26W4	Pipeline	16-21-022-25W4	Gas processing plant	Manitok Energy Inc.	Operating	219.1	9.26
CARSELAND SHALLOW GAS	58911-5	NG	06-16-023-25W4	Well	06-28-023-25W4	Compressor station	Manitok Energy Inc.	Operating	168.3	3.1
CARSELAND SHALLOW GAS	58912-1	NG	01-25-022-27W4	Well	07-29-022-26W4	Compressor station	Manitok Energy Inc.	Operating	273.1	3.09
CARSELAND SHALLOW GAS	58912-2	NG	07-29-022-26W4	Compressor station	02-27-022-26W4	Pipeline	Manitok Energy Inc.	Operating	219.1	4.96
CARSELAND SHALLOW GAS	58912-3	NG	01-25-022-27W4	Pipeline	02-29-022-26W4	Pipeline	Manitok Energy Inc.	Operating	168.3	2.82
CARSELAND SHALLOW GAS	58913-1	NG	06-22-023-26W4	Well	06-24-023-26W4	Pipeline	Manitok Energy Inc.	Operating	168.3	3.5
CARSELAND SHALLOW GAS	58913-2	NG	06-23-023-26W4	Well	11-23-023-26W4	Pipeline	Manitok Energy Inc.	Operating	114.3	0.03
CARSELAND SHALLOW GAS	58913-3	NG	13-23-023-26W4	Well	12-23-023-26W4	Pipeline	Manitok Energy Inc.	Operating	114.3	0.7



**Base Areas - Pipeline List**

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Area	Lic_Line	Substance	From Location	From Facility	To Location	To Facility	Licensee	Status	Diam (mm)	Length (km)
CARSELAND SHALLOW GAS	58913-4	NG	13-24-023-26W4	Well	09-23-023-26W4	Pipeline	Manitok Energy Inc.	Operating	114.3	0.85
CARSELAND SHALLOW GAS	58913-5	NG	08-19-023-25W4	Well	06-24-023-26W4	Pipeline	Manitok Energy Inc.	Operating	114.3	2.48
CARSELAND SHALLOW GAS	58913-6	NG	16-24-023-26W4	Well	09-24-023-26W4	Pipeline	Manitok Energy Inc.	Operating	114.3	0.75
CARSELAND SHALLOW GAS	58913-7	NG	06-24-023-26W4	Well	07-25-023-26W4	Compressor station	Manitok Energy Inc.	Operating	168.3	1.6
CARSELAND SHALLOW GAS	58913-8	NG	07-25-023-26W4	Compressor station	04-31-023-25W4	Pipeline	Manitok Energy Inc.	Operating	168.3	2.17
CARSELAND SHALLOW GAS	59076-1	OE	06-16-023-25W4	Pipeline	06-04-023-25W4	Pipeline	Manitok Energy Inc.	Operating	114.3	3.7
CARSELAND SHALLOW GAS	59076-2	OE	03-04-023-25W4	Well	01-28-022-25W4	Pipeline	Manitok Energy Inc.	Operating	219.1	7.58
CORDEL/STOLBERG	53382-1	FG	15-02-042-15W5	Well	15-02-042-15W5	Pipeline	Manitok Energy Inc.	Operating	60.3	0.27
CORDEL/STOLBERG	54159-2	NG	06-29-042-15W5	Battery	02-29-042-15W5	Compressor station	Manitok Energy Inc.	Operating	114.3	0.25
CORDEL/STOLBERG	54159-3	NG	02-29-042-15W5	Compressor station	06-29-042-15W5	Well	Manitok Energy Inc.	Operating	60.3	0.25
CORDEL/STOLBERG	54159-4	NG	02-29-042-15W5	Compressor station	14-18-042-15W5	Pipeline	Manitok Energy Inc.	Operating	168.3	3.89
CORDEL/STOLBERG	54159-5	NG	15-01-042-15W5	Battery	05-01-042-15W5	Pipeline	Manitok Energy Inc.	Operating	114.3	1.81
CORDEL/STOLBERG	54159-6	NG	15-01-042-15W5	Battery	09-11-042-15W5	Satellite	Manitok Energy Inc.	Operating	60.3	1.73
CORDEL/STOLBERG	54159-7	NG	06-21-042-15W5	Battery	02-29-042-15W5	Pipeline	Manitok Energy Inc.	Operating	114.3	2.32
CORDEL/STOLBERG	54159-8	NG	03-29-042-15W5	Battery	02-29-042-15W5	Pipeline	Manitok Energy Inc.	Operating	88.9	0.06
CORDEL/STOLBERG	54159-9	NG	02-29-042-15W5	Pipeline	03-29-042-15W5	Battery	Manitok Energy Inc.	Operating	88.9	0.06
CORDEL/STOLBERG	54159-10	NG	09-11-042-15W5	Satellite	15-02-042-15W5	Pipeline	Manitok Energy Inc.	Operating	114.3	1.42
CORDEL/STOLBERG	54159-12	NG	01-36-042-16W5	Blind end	03-36-042-16W5	Blind end	Manitok Energy Inc.	Discontinued	114.3	0.95
CORDEL/STOLBERG	54159-13	NG	01-36-042-16W5	Blind end	03-30-042-15W5	Blind end	Manitok Energy Inc.	Discontinued	60.3	2.22
CORDEL/STOLBERG	54159-14	NG	13-15-042-15W5	Battery	08-16-042-15W5	Pipeline	Manitok Energy Inc.	Operating	114.3	1.08
CORDEL/STOLBERG	54653-1	FG	09-01-042-15W5	Pipeline	15-01-042-15W5	Battery	Manitok Energy Inc.	Operating	60.3	0.47
CORDEL/STOLBERG	54653-2	FG	07-29-042-15W5	Pipeline	02-29-042-15W5	Compressor station	Manitok Energy Inc.	Operating	88.9	0.27
CORDEL/STOLBERG	54653-3	FG	02-29-042-15W5	Pipeline	06-21-042-15W5	Battery	Manitok Energy Inc.	Operating	60.3	2.32
CORDEL/STOLBERG	54653-4	FG	02-29-042-15W5	Pipeline	03-29-042-15W5	Battery	Manitok Energy Inc.	Operating	60.3	0.06
CORDEL/STOLBERG	54653-5	FG	15-02-042-15W5	Pipeline	09-11-042-15W5	Satellite	Manitok Energy Inc.	Operating	60.3	1.5
CORDEL/STOLBERG	54653-6	FG	03-36-042-16W5	Blind end	01-36-042-16W5	Blind end	Manitok Energy Inc.	Discontinued	60.3	0.95
CORDEL/STOLBERG	54653-7	FG	08-16-042-15W5	Pipeline	13-15-042-15W5	Battery	Manitok Energy Inc.	Operating	60.3	1.08
CORDEL/STOLBERG	54653-8	FG	09-11-042-15W5	Pipeline	10-11-042-15W5	Satellite	Manitok Energy Inc.	Operating	60.3	0.21
CORDEL/STOLBERG	54931-1	OE	09-11-042-15W5	Satellite	15-01-042-15W5	Battery	Manitok Energy Inc.	Operating	168.3	1.73
CORDEL/STOLBERG	54931-2	OE	02-29-042-15W5	Satellite	06-21-042-15W5	Battery	Manitok Energy Inc.	Operating	168.3	1.88
CORDEL/STOLBERG	54931-3	OE	03-30-042-15W5	Blind end	01-36-042-16W5	Blind end	Manitok Energy Inc.	Discontinued	168.3	2.22
CORDEL/STOLBERG	54931-4	OE	13-15-042-15W5	Blind end	08-16-042-15W5	Blind end	Manitok Energy Inc.	Discontinued	168.3	1.08
CORDEL/STOLBERG	54931-5	OE	10-11-042-15W5	Satellite	09-11-042-15W5	Pipeline	Manitok Energy Inc.	Operating	168.3	0.21
CORDEL/STOLBERG	55126-1	NG	15-02-042-15W5	Well	05-01-042-15W5	Pipeline	Manitok Energy Inc.	Operating	168.3	2.2
WAYNE	27754-1	OE	08-23-028-21W4	Satellite	01-20-028-21W4	Battery	Manitok Energy Inc.	Operating	168.3	4.81
WAYNE	27754-17	OE	12-07-028-20W4	Pipeline	05-18-028-20W4	Satellite	Manitok Energy Inc.	Operating	114.3	1.85
WAYNE	27754-18	OE	12-07-028-20W4	Pipeline	05-18-028-20W4	Satellite	Manitok Energy Inc.	Operating	168.3	1.85
WAYNE	27754-19	OE	05-18-028-20W4	Satellite	14-13-028-21W4	Pipeline	Manitok Energy Inc.	Operating	168.3	2.5

## Base Areas - Pipeline List

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Area	Lic_Line	Substance	From Location	From Facility	To Location	To Facility	Licensee	Status	Diam (mm)	Length (km)
WAYNE	27754-22	OE	11-12-028-21W4	Well	08-23-028-21W4	Satellite	Manitok Energy Inc.	Operating	168.3	3.4
WAYNE	27754-24	OE	15-12-028-21W4	Well	11-12-028-21W4	Satellite	Manitok Energy Inc.	Operating	114.3	0.35
WAYNE	27754-25	OE	16-12-028-21W4	Well	11-12-028-21W4	Satellite	Manitok Energy Inc.	Operating	114.3	0.95
WAYNE	27754-26	OE	12-34-028-21W4	Satellite	08-23-028-21W4	Satellite	Manitok Energy Inc.	Operating	168.3	5.3
WAYNE	27754-28	OE	15-27-028-21W4	Blind end	09-27-028-21W4	Blind end	Manitok Energy Inc.	Discontinued	114.3	1
WAYNE	27754-30	OE	06-09-029-21W4	Well	12-34-028-21W4	Satellite	Manitok Energy Inc.	Operating	114.3	3
WAYNE	27754-32	OE	15-12-028-21W4	Well	11-12-028-21W4	Satellite	Manitok Energy Inc.	Operating	114.3	0.6
WAYNE	27754-36	OE	06-09-029-21W4	Well	06-09-029-21W4	Pipeline	Manitok Energy Inc.	Operating	114.3	0.13
WAYNE	27754-39	OE	06-09-029-21W4	Well	12-34-028-21W4	Satellite	Manitok Energy Inc.	Operating	168.3	3.14
WAYNE	27754-41	OE	05-13-028-21W4	Well	11-12-028-21W4	Satellite	Manitok Energy Inc.	Operating	88.9	1.21
WAYNE	27755-1	SW	01-20-028-21W4	Battery	08-23-028-21W4	Well	Manitok Energy Inc.	Operating	168.3	4.81
WAYNE	27755-11	SW	08-23-028-21W4	Satellite	14-14-028-21W4	Well	Manitok Energy Inc.	Operating	114.3	1.22
WAYNE	27755-12	SW	08-23-028-21W4	Pipeline	01-14-028-21W4	Well	Manitok Energy Inc.	Operating	168.3	1.9
WAYNE	27757-1	SG	08-23-028-21W4	Satellite	01-20-028-21W4	Battery	Manitok Energy Inc.	Operating	219.1	4.81
WAYNE	28123-1	NG	01-20-028-21W4	Battery	01-20-028-21W4	Gas processing plant	Manitok Energy Inc.	Operating	88.9	0.25
WAYNE	57268-1	NG	02-20-028-21W4	Well	07-20-028-21W4	Pipeline	Manitok Energy Inc.	Operating	88.9	0.35
WAYNE	57268-2	NG	07-16-028-22W4	Well	07-16-028-22W4	Pipeline	Manitok Energy Inc.	Operating	88.9	0.13
WAYNE	57270-1	NG	11-12-028-21W4	Pipeline	06-13-028-21W4	Pipeline	Manitok Energy Inc.	Operating	88.9	1.31
WAYNE	57270-3	NG	11-24-028-22W4	Well	10-24-028-22W4	Pipeline	Manitok Energy Inc.	Operating	168.3	0.31
WAYNE	57273-1	NG	01-20-028-21W4	Battery	08-23-028-21W4	Satellite	Manitok Energy Inc.	Operating	88.9	4.81
WAYNE	57273-7	NG	08-23-028-21W4	Satellite	14-14-028-21W4	Well	Manitok Energy Inc.	Operating	60.3	1.22
WAYNE	57273-8	NG	08-23-028-21W4	Satellite	14-14-028-21W4	Well	Manitok Energy Inc.	Operating	60.3	1.22
WAYNE	57273-9	NG	08-23-028-21W4	Satellite	14-14-028-21W4	Well	Manitok Energy Inc.	Operating	60.3	1.22
WAYNE	57273-10	NG	14-13-028-21W4	Pipeline	05-18-028-20W4	Well	Manitok Energy Inc.	Operating	88.9	2.5
WAYNE	57273-14	NG	08-23-028-21W4	Satellite	09-27-028-21W4	Pipeline	Manitok Energy Inc.	Operating	60.3	3.3
WAYNE	57273-15	NG	09-27-028-21W4	Pipeline	15-27-028-21W4	Pipeline	Manitok Energy Inc.	Operating	60.3	0.4
WAYNE	57273-16	NG	15-27-028-21W4	Pipeline	12-34-028-21W4	Satellite	Manitok Energy Inc.	Operating	60.3	1.6
WAYNE	57273-17	NG	03-18-028-20W4	Well	12-07-028-20W4	Pipeline	Manitok Energy Inc.	Operating	88.9	1.57
WAYNE	57276-3	NG	07-02-028-22W4	Battery	08-02-028-22W4	Well	Manitok Energy Inc.	Operating	114.3	0.68
WAYNE	57276-4	NG	07-02-028-22W4	Pipeline	07-02-028-22W4	Battery	Manitok Energy Inc.	Operating	88.9	0.05
WAYNE	57277-1	NG	04-12-028-22W4	Well	14-01-028-22W4	Compressor station	Manitok Energy Inc.	Operating	114.3	0.68
WAYNE	57277-2	NG	05-12-028-22W4	Well	04-12-028-22W4	Pipeline	Manitok Energy Inc.	Operating	114.3	0.55
WAYNE	57277-3	NG	15-02-028-21W4	Battery	09-02-028-21W4	Pipeline	Manitok Energy Inc.	Operating	88.9	0.65
WAYNE	57278-1	NG	14-20-027-22W4	Well	14-20-027-22W4	Pipeline	Manitok Energy Inc.	Operating	114.3	0.3
WAYNE	57278-2	NG	05-30-027-22W4	Well	08-30-027-22W4	Pipeline	Manitok Energy Inc.	Operating	114.3	1.09
WAYNE	57278-4	NG	14-35-027-22W4	Well	07-02-028-22W4	Pipeline	Manitok Energy Inc.	Operating	114.3	0.8
WAYNE	57279-1	NG	11-27-027-22W4	Well	11-27-027-22W4	Pipeline	Manitok Energy Inc.	Operating	114.3	0.15
WAYNE	57279-2	NG	13-01-028-22W4	Well	09-02-028-22W4	Pipeline	Manitok Energy Inc.	Operating	114.3	0.38



Base Areas - Pipeline List

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Area	Lic_Line	Substance	From Location	From Facility	To Location	To Facility	Licensee	Status	Diam (mm)	Length (km)
WAYNE	57279-4	NG	16-28-027-22W4	Battery	01-33-027-22W4	Pipeline	Manitok Energy Inc.	Operating	114.3	0.23
WAYNE	58326-1	NG	15-18-028-21W4	Well	02-19-028-21W4	Pipeline	Manitok Energy Inc.	Operating	168.3	0.25

**Other Areas - Pipeline List**

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Area	Lic_Line	Substance	From Location	From Facility	To Location	To Facility	Licensee	Status	Diam (mm)	Length (km)
ENCHANT	26541-9	OE	13-23-010-13W4	Well	14-23-010-13W4	Battery	Manitok Energy Inc.	Operating	76.2	0.4
ENCHANT	26541-10	OE	14-23-010-13W4	Well	14-23-010-13W4	Battery	Manitok Energy Inc.	Operating	76.2	0.05
ENCHANT	26541-12	OE	12-23-010-13W4	Well	12-23-010-13W4	Pipeline	Manitok Energy Inc.	Operating	80.8	0.26
ENCHANT	26541-13	OE	13-23-010-13W4	Well	13-23-010-13W4	Satellite	Manitok Energy Inc.	Operating	80.8	0.15
ENCHANT	26549-1	SW	14-23-010-13W4	Battery	15-23-010-13W4	Well	Manitok Energy Inc.	Operating	87.9	0.3
ENCHANT	28393-1	OE	10-09-013-15 W4	Well	06-16-013-15 W4	Satellite	Manitok Energy Inc.	Operating	87.6	1.3
ENCHANT	32066-1	OE	13-23-010-13W4	Well	14-23-010-13W4	Battery	Manitok Energy Inc.	Operating	87.6	0.21
WILDCAT HILLS	29005-3	NG	03-03-027-05W5	Well	15-04-027-05W5	Pipeline	Manitok Energy Inc.	Operating	168.3	1.82
WILDCAT HILLS	29005-4	NG	05-09-027-05W5	Compressor station	15-04-027-05W5	Pipeline	Manitok Energy Inc.	Operating	168.3	1.09
WILDCAT HILLS	29005-5	NG	15-04-027-05W5	Pipeline	13-21-026-05W5	Pipeline	Manitok Energy Inc.	Operating	168.3	5.58
WILDCAT HILLS	29005-6	NG	01-20-027-05W5	Well	05-09-027-05W5	Compressor station	Manitok Energy Inc.	Operating	168.3	3.25
WILDCAT HILLS	29005-7	NG	11-34-026-05W5	Well	03-03-027-05W5	Pipeline	Manitok Energy Inc.	Operating	114.3	0.97
WILDCAT HILLS	29005-8	NG	07-14-026-05W5	Well	07-16-026-05W5	Compressor station	Manitok Energy Inc.	Operating	168.3	3.35
WILDCAT HILLS	29005-9	NG	15-04-027-05W5	Pipeline	05-09-027-05W5	Compressor station	Manitok Energy Inc.	Operating	168.3	1.1
WILDCAT HILLS	33716-1	NG	13-21-026-05W5	Pipeline	07-16-026-05W5	Compressor station	Manitok Energy Inc.	Operating	168.3	2.73
WILDCAT HILLS	33779-1	NG	01-27-026-05W5	Well	13-21-026-05W5	Pipeline	Manitok Energy Inc.	Operating	168.3	2.8
WILDCAT HILLS	35408-1	NG	06-29-026-05W5	Well	06-29-026-05W5	Pipeline	Manitok Energy Inc.	Operating	88.9	0.25
WILDCAT HILLS	35710-1	NG	05-33-026-05W5	Well	08-32-026-05W5	Pipeline	Manitok Energy Inc.	Operating	114.3	0.2
WILDCAT HILLS	36496-1	NG	01-28-026-05W5	Well	16-21-026-05W5	Pipeline	Manitok Energy Inc.	Operating	114.3	0.8
WILDCAT HILLS	57776-1	NG	07-16-026-05W5	Compressor station	12-16-026-05W5	Pipeline	Manitok Energy Inc.	Operating	114.3	0.65

**D. Stream Assets**

*Stolberg oil battery located at LSD 042-15-W5M*

Map	Description
<b>#1</b>	<b>15-01-42-15W5 Battery</b>
	<i>Group Separator</i>
	<i>Test Separator</i>
	<i>6 x 750 BBL tanks</i>
	<i>400 BBL Produced Water Tank</i>
	<i>2 x Brahma VRU Compressor Packages</i>
	<i>Oil Treater Package</i>
	<i>RTU, Scada Package, MCC</i>
	<i>HP &amp; LP Flare Knockouts and Flare</i>
<b>#2</b>	<b>09-11-42-15W5 Multiwell Satellite</b>
	<i>Separator Package</i>
	<i>Test Separator</i>
	<i>Scada Package</i>
	<i>Lineheater</i>
<b>#3</b>	<b>15-02-42-15W5 Facility</b>
	<i>2 x Separator Packages</i>
	<i>Slug Catcher Separator</i>
	<i>Arrow Gen Set</i>
	<i>RTU, Scada Package, MCC</i>
	<i>Lineheater</i>

*Entice area battery and infrastructure to be located at LSD 022-25-W4M*

Map	Description
<b>#1</b>	<b>2-32-22-25 W4M Oil Battery</b>
	<i>Group Separator(48" OD)</i>
	<i>Test Separator (30" OD)</i>
	<i>4 x 750 BBL tanks (2 heated, 1 sales, 1 overflow)</i>
	<i>400 BBL Produced Water Tank</i>
	<i>RTU, Scada Package, MCC</i>
	<i>Flare system (flare stack, header and knockout drum)</i>
<b>#2</b>	<b>4-33-22-25 W4M Oil Satellite</b>
	<i>Test Separator &amp; group header (6 well)</i>
	<i>One (1) pop tank (100 BBL)</i>
<b>#3</b>	<b>Entice Emulsion Pipelines</b>
	<i>4-33-22-25 to 2-32-22-25 W4M</i>
	<i>16-28-22-25 to 2-32-22-25 W4M</i>
<b>#4</b>	<b>Entice Sales Gas Pipeline</b>
	<i>2-32-22-25 to ECA Carseland 16-21-22-25 W4M</i>

Stolberg oil battery located at LSD 042-15-W5M

Map	Description
<b>#4</b>	<b>06-21-42-15W5 Battery</b>
	Group Separator
	Test Separator
	6 x 750 BBL tanks
	400 BBL Produced Water Tank
	400 BBL Blowdown Tank
	Brahma VRU Compressor Packages
	Bel-Air Gen Set
	RTU, Scada Package, MCC
	HP & LP Flare Knockouts and Flare
<b>#5</b>	<b>13-15-42-15W5 Battery</b>
	4 x Separator Packages
	Brahma VRU Compressor Package
	RTU Scada Package, MCC
	6 x 750 BBL Production Tanks
	400 BBL Produced Water Tank
	400 BBL Blowdown Tank
	HP & LP Flare Knockouts and Flare
	Weatherford Pumpjack Unit

Wayne oil battery located at LSD 028-21-W4M

Map	Description
<b>#1</b>	<b>01-20-28-21W4 Sour Oil Battery</b>
	8 x 2000 barrel tanks
	2 treaters 96" x 40'
	Acid gas injection compressor 600hp, 5 stage recip
	Sour Sales compressor 800hp, 5 stage Ram 54
	Amine Skid
	Re-fridge Skid
	Acid Gas Dehy
	Inlet buildings with slug catcher and inlet exchanger
	2 LPG Bullets
	Truck In Preheat exchanger building
	Pump Skid building
	Water injection, 1 main pump and 2 boost pumps
	High pressure and low pressure flare system c/w Flare knock out
<b>#2</b>	<b>08-23-28-21W4 Sour Oil Satellite</b>
	Inlet building (switching valves for testing, pigging)
	Group and Test building with emulsion pumps
	Free Water Knock Out
	Water injection, 2 main pumps and 2 boost pumps
	Flare system c/w above ground Flare knock out

Wayne Single well oil battery's which include:

*2 x 400 barrel single wall tanks c/w secondary containment  
Separator package, RTU / SCADA package and Pumpjack*

*Single oil well battery's are located in the following UWI locations:*

01-14-028-21W4	08-02-028-22W4	14-14-028-21W4
02-20-028-21W4	08-03-028-21W4	14-20-027-22W4
04-12-028-20W4	08-20-028-21W4	14-22-028-21W4
05-02-028-22W4	08-23-028-21W4	14-24-028-22W4
05-10-028-22W4	09-02-028-22W4	14-27-027-22W4
05-12-028-22W4	09-07-028-20W4	14-35-027-22W4
05-13-028-21W4	09-14-028-21W4	15-02-028-21W4
05-18-028-20W4	10-06-028-20W4	15-12-028-21W4
05-30-027-22W4	10-10-028-22W4	15-24-027-22W4
06-09-029-21W4	10-13-028-22W4	15-27-027-22W4
06-28-027-21W4	10-25-028-22W4	15-36-027-22W4
06-35-027-23W4	11-07-028-20W4	16-11-028-21W4
07-02-028-22W4	11-12-028-21W4	16-12-028-21W4
07-09-029-21W4	11-24-028-22W4	16-28-027-22W4
07-16-028-22W4	11-27-027-22W4	
	12-07-028-20W4	
	12-34-028-21W4	
	13-01-028-22W4	
	13-35-027-22W4	
	14-06-028-20W4	

THE FOLLOWING COMPRISES SCHEDULE "C" ATTACHED TO AND FORMING PART OF A PURCHASE AND SALE AGREEMENT DATED THE 23<sup>RD</sup> DAY OF NOVEMBER, 2018 BETWEEN ALVAREZ & MARSAL CANADA INC., solely in its capacity as receiver and manager of MANITOK ENERGY INC., and not in its personal or corporate capacity, and TANTALUS ENERGY CORP.

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**RIGHTS OF FIRST REFUSAL**

See the attached.

Area	RQFR	File No.	Sub	CAPL Type	Clause #	Net Ha.	Transaction Hectares	Contract % of Transaction	2402(d) Exemption Applies (Yes/No)	PP Allocation to Contractor (\$)	Notice Period (days)	Contract Type	Contract Date	Legal Description	Rights Held	W/O	Mineral File	Net Acs.	Net Ha.
BASE AREA ASSETS																			
CORDEL/STOLBERG	YES	C00036	D	1990	2401	976.73	20,000	0.0488365	Yes	n/a	30	FARMOUT & PARTICIPATION AGMT	11-Oct-2011	TWP 42 RGE 15 WSM SEC 1	ALL PNG TO BASE CARDIUM	MEI 93%/Petrus 7%	M00063	441.92	176.77
CORDEL/STOLBERG	YES	C00036	C									FARMOUT & PARTICIPATION AGMT	11-Oct-2011	TWP 42 RGE 15 WSM SEC 29	ALL PNG TO BASE CARDIUM	MEI 79%/Petrus 21%	M00107	505.50	202.20
CORDEL/STOLBERG	YES	C00036	F									FARMOUT & PARTICIPATION AGMT	11-Oct-2011	TWP 42 RGE 15 WSM SEC 19	ALL PNG TO BASE CARDIUM	MEI 72%/Petrus 28%	M00104	460.80	184.32
CORDEL/STOLBERG	YES	C00036	G									FARMOUT & PARTICIPATION AGMT	11-Oct-2011	TWP 42 RGE 15 WSM W 12, SE 14	ALL PNG TO BASE CARDIUM	MEI 85%/Petrus 14%	M00103	572.80	229.12
CORDEL/STOLBERG	YES	C00036	H									FARMOUT & PARTICIPATION AGMT	11-Oct-2011	TWP 42 RGE 15 WSM SEC 30	ALL PNG TO BASE CARDIUM	MEI 72%/Petrus 28%	M00108	460.80	184.32
CORDEL/STOLBERG	YES	C00041	A	1990	2401	202.24	20,000	0.010112	Yes	n/a	30	JOINT OPERATING AGREEMENT	1-Apr-2012	TWP 42 RGE 15 WSM SEC 29	PNG TO BASE CARDIUM	MEI 79%/Petrus 21%	M00107	505.60	202.24
CORDEL/STOLBERG	YES	C00042	A	1990	2401	976.73	20,000	0.0488365	Yes	n/a	30	JOINT OPERATING AGREEMENT	1-May-2012	TWP 42 RGE 15 WSM SEC 19 (EXCL. PRODUCTION FROM 100/15-19-042-15WSM WELLBORE)	PNG TO BASE CARDIUM	MEI 72%/Petrus 28%	M00104 & M00108		
CORDEL/STOLBERG	YES	C00042	B									JOINT OPERATING AGREEMENT	1-May-2012	TWP 42 RGE 15 WSM SEC 19	(PRODUCTION FROM 100/15-19-042-15WSM WELLBORE ONLY) PNG TO BASE CARDIUM	MEI 64%/Petrus 28%/Canamax 8%	M00108		
CORDEL/STOLBERG	YES	C00042	C									JOINT OPERATING AGREEMENT	1-May-2012	TWP 42 RGE 15 WSM SEC 30	(EXCL. PRODUCTION FROM 100/15-30-042-15WS00 AND 102/15-30-042-15WS00 WELLBORE)	MEI 72%/Petrus 28%	M00108		
CORDEL/STOLBERG	YES	C00042	D									JOINT OPERATING AGREEMENT	1-May-2012	TWP 42 RGE 15 WSM SEC 30	(PRODUCTION FROM 100/15-30-042-15WS00 AND 102/15-30-042-15WS00 WELLBORE)	MEI 100% - BPEN	M00108		
CORDEL/STOLBERG	YES	C00051	A	1990	2401	248.57	20,000	0.0124285	Yes	n/a	30	NCC POOLING & OPERATING AGMT	11-Oct-2002	TWP 43 RGE 16 WSM SEC 2	ALL NG IN PALE ALE CARDIUM	MEI 3.563%/Briko 85.75%/Canlin 7.125%/Petrus 3.562%	M00168 & M00194	#####	4,736.80
CORDEL/STOLBERG	YES	C00055	A	1990	2401	190.00	20,000	0.0095	Yes	n/a	30	OPERATING AGREEMENT	4-Feb-2003	TWP 42 RGE 16 WSM NE 25 TWP 42 RGE 15 WSM SE 31	PNG TO BASE CARDIUM (EXCL WELLBORE 100/02-31-042-15WS00)	MEI 25%/Canlin 50%/Petrus 25%	M00158	80.00	32.00
CORDEL/STOLBERG	YES	C00055	E									OPERATING AGREEMENT	4-Feb-2003	TWP 42 RGE 15 WSM E 11	EXCL NG IN CARDIUM	MEI 75%/Petrus 25%	M00159	240.00	96.00
CORDEL/STOLBERG	YES	C00055	E									OPERATING AGREEMENT	4-Feb-2003	TWP 44 RGE 17 WSM SEC 15	PNG BELOW BASE CARDIUM TO BASE TRIASSIC	MEI 25%/Canlin 50%/Petrus 25%	M00154	160.00	64.00
CORDEL/STOLBERG	YES	C00055	F									OPERATING AGREEMENT	4-Feb-2003	TWP 42 RGE 15 WSM SE 31	(WELLBORE ONLY 100/02-31-042-15WS00)	MEI 25%/Canlin 50%/Petrus 25%	M00158		0.00
CORDEL/STOLBERG	YES	C00077	A	1990	2401	248.5	20,000	0.012425	Yes	n/a	30	FARMOUT AGREEMENT	2-Jan-1996	TWP 42 RGE 16 WSM SEC 35 TWP 43 RGE 15 WSM SEC 6 TWP 43 RGE 16 WSM SEC 1	ALL PNG BELOW BASE CARDIUM TO BASE TRIASSIC ALL PNG CARDIUM MAGPIE (PRODUCTION FROM 100/14-02-043-16WSM PENALTY WELLBORE) ALL PNG IN LUSCAR	MEI 12.5%/Canlin25%/Ikkuuma 50%/Petrus 12.5%	M00168		
CORDEL/STOLBERG	YES	C00077	B									FARMOUT AGREEMENT	2-Jan-1996	TWP 43 RGE 16 WSM NW 2	ALL PNG BELOW BASE CARDIUM TO BASE TRIASSIC (PRODUCTION FROM 100/17-36-042-16WS00 PENALTY WELL)	MEI 14.59%/Briko 58.33%/Canlin 12.5%/Petrus 14.58% - BPEN	M00168		
CORDEL/STOLBERG	YES	C00077	C									FARMOUT AGREEMENT	2-Jan-1996	TWP 42 RGE 16 WSM SW 36	ALL PNG BELOW BASE CARDIUM TO BASE TRIASSIC	MEI 16.67%/Ikkuuma 66.67%/Petrus 16.66% - BPEN	M00168		
CORDEL/STOLBERG	YES	C00077	D									FARMOUT AGREEMENT	2-Jan-1996	TWP 42 RGE 16 WSM N & SE 36	ALL PNG BELOW BASE CARDIUM TO BASE TRIASSIC (EXCL PROD FROM 100/17-36-042-16WS00 PENALTY WELL)	MEI 25%/Canlin 50%/Petrus 25%	M00168		
CORDEL/STOLBERG	YES	C00077	E									FARMOUT AGREEMENT	2-Jan-1996	TWP 42 RGE 16 WSM N & SE 36	ALL PNG BELOW BASE CARDIUM TO BASE TRIASSIC (EXCL PROD FROM 100/17-36-042-16WS00 PENALTY WELL)	MEI 12.5%/Canlin25%/Ikkuuma 50%/Petrus 12.5%	M00168		
CORDEL/STOLBERG	YES	C00077	F									FARMOUT AGREEMENT	2-Jan-1996	TWP 42 RGE 16 WSM SW 36	ALL PNG BELOW BASE CARDIUM TO BASE TRIASSIC EXCL NG IN CARDIUM PALE ALE (EXCL. PRODUCTION FROM 100/17-02-043-16WS00 POOLED WELL)	MEI 12.5%/Canlin25%/Ikkuuma 50%/Petrus 12.5%	M00168		
CORDEL/STOLBERG	YES	C00077	G									FARMOUT AGREEMENT	2-Jan-1996	TWP 43 RGE 16 WSM N 2	ALL PNG TO TOP CARDIUM	MEI 12.5%/Canlin25%/Ikkuuma 50%/Petrus 12.5%	M00168		
CORDEL/STOLBERG	YES	C00077	H									FARMOUT AGREEMENT	2-Jan-1996	TWP 43 RGE 16 WSM SEC 11 TWP 42 RGE 16 WSM SEC 35, SEC 36 TWP 43 RGE 15 WSM SEC 6	ALL PNG TO TOP CARDIUM	MEI 12.5%/Canlin25%/Briko 50%/Petrus 12.5%	M00168		
CORDEL/STOLBERG	YES	C00077	J									FARMOUT AGREEMENT	2-Jan-1996	TWP 43 RGE 16 WSM SEC 1, N 2, SEC 11	ALL PNG TO BASE CARDIUM	MEI 12.5%/Canlin25%/Briko 50%/Petrus 12.5%	M00168		
CORDEL/STOLBERG	YES	C00096	C	None	Clause 18(1)	1,612.96	20,000	0.080648	No		15	JOINT OPERATING AGREEMENT	24-Aug-1959	TWP 42 RGE 15 WSM N 21	ALL PNG FROM TOP SURFACE TO BASE CARDIUM	MEI 83.51%/Petrus 16.5%	M00280	381.33	152.53
CORDEL/STOLBERG	YES	C00096	D									JOINT OPERATING AGREEMENT	24-Aug-1959	TWP 42 RGE 15 WSM N 21	ALL PNG FROM BASE CARDIUM TO BASE MANNVILLE	MEI 45% (IN TRUST)/Canlin 55%	M00280		
CORDEL/STOLBERG	YES	C00096	E									JOINT OPERATING AGREEMENT	24-Aug-1959	TWP 42 RGE 15 WSM N 20	ALL PNG FROM BASE CARDIUM TO BASE MANNVILLE EXCL PNG IN CARDIUM	MEI 45% (IN TRUST)/Canlin 55%	M00280		
CORDEL/STOLBERG	YES	C00096	F									JOINT OPERATING AGREEMENT	24-Aug-1959	TWP 41 RGE 14 WSM 20, 21, 28, 29, E 30, E 31, 32 TWP 42 RGE 15 WSM SEC 9, SEC 10, SW 15, S 16, S 17 (EXCL. 100/11-10-042-15WS & 100/12-10-042-15WS WELLBORES)	ALL PNG FROM TOP SURFACE TO BASE MANNVILLE	MEI 45% (IN TRUST)/Canlin 55%	M00097	2,179.08	871.63
CORDEL/STOLBERG	YES	C00096	G									JOINT OPERATING AGREEMENT	24-Aug-1959	TWP 42 RGE 15 WSM NE 3 (EXCL. 100/11-10-042-15WS & 100/12-10-042-15WS WELLBORES)	ALL PNG FROM TOP SURFACE TO BASE MANNVILLE	MEI 45% (IN TRUST)/Canlin 55%	M00097	1,472.00	588.8
CORDEL/STOLBERG	YES	C00096	H									JOINT OPERATING AGREEMENT	24-Aug-1959	TWP 42 RGE 15 WSM N 21	ALL PNG FROM TOP SURFACE TO BASE MANNVILLE	MEI 45% (IN TRUST)/Canlin 55%	M00097		
CORDEL/STOLBERG	YES	C00096	I									JOINT OPERATING AGREEMENT	24-Aug-1959	TWP 42 RGE 15 WSM N 21	ALL PNG FROM TOP SURFACE TO BASE CARDIUM	MEI 83.51%/Petrus 16.5%	N/A		
CORDEL/STOLBERG	YES	C00136	A	1990	2401	142.93	20,000	0.0071466	Yes	n/a	30	JOINT OPERATING AGREEMENT	24-Feb-2012	TWP 42 RGE 15 WSM N 15 (1) TWP 42 RGE 15 WSM N 15, NE 16 (2) TWP 42 RGE 15 WSM NW 16 (3) TWP 42 RGE 15 WSM S 21 (4)	PNG BELOW BASE CARDIUM TO BASE BLUESKY_BULLHEAD (1); PNG TO TOP SURFACE TO BASE CARDIUM (2); PNG TO BASE CARDIUM (3); PNG IN CARDIUM (4)	MEI 50%/Petrus 50%	M00143	357.33	142.93
CORDEL/STOLBERG	YES	C00148	A	1990	2401	Expired	n/a	n/a	n/a	n/a	30	JOINT OPERATING AGREEMENT	7-Feb-2013	TWP 43 RGE 16 WSM SEC 20	PNG BELOW BASE CARDIUM	MEI 50%/Petrus 50%	Lands Expired - M00276		0.00
CORDEL/STOLBERG	YES	C00148	C			Expired	n/a	n/a	n/a	n/a		JOINT OPERATING AGREEMENT	7-Feb-2013	TWP 43 RGE 16 WSM SEC 17, 19	PNG BELOW BASE CARDIUM TO BASE TRIASSIC PNG BELOW BASE RUNDLE GROUP	MEI 50%/Petrus 50%	Lands Expired - M00276		0.00
CORDEL/STOLBERG	YES	C00159	A	1990	2401	1262.33	20,000	0.0631165	No		30	NON-CROSS CONVEYED POOLING	1-Mar-2014	TWP 42 RGE 15 WSM SW 14, N & SE 15, N 16, SW 22	ALL PNG IN CARDIUM	MEI 30%/Petrus 20%/Briko 22.25%/Canlin 27.5%	M00097		0.00
CORDEL/STOLBERG	YES	C00159	B									NON-CROSS CONVEYED POOLING	1-Mar-2014	TWP 42 RGE 15 WSM NW 11	ALL PETROLEUM IN CARDIUM	MEI 30%/Petrus 20%/Briko 22.25%/Canlin 27.5%	M00105		0.00
CORDEL/STOLBERG	YES	C00159	C									NON-CROSS CONVEYED POOLING	1-Mar-2014	TWP 42 RGE 15 WSM N 20	ALL PNG IN CARDIUM	MEI 52.5% (in trust)/Petrus 20%/Canlin 27.5%	M00143		0.00
CORDEL/STOLBERG	YES	C00197	A	1971	2601	1,311.85	20,000	0.0655925	No		15	AGREEMENT	28-Sep-1973	TWP 41 RGE 14 WSM W 22	ALL PNG FROM TOP SURFACE TO BASE MANNVILLE	MEI 47.620054%/CNRL 18.055116%/B. 654747%/GAS Supply 11%/TAQA 14.661083%	M00565	2,179.08	871.63
CORDEL/STOLBERG	YES	C00197	B									AGREEMENT	28-Sep-1973	TWP 41 RGE 14 WSM E 22	ALL PNG FROM TOP SURFACE TO BASE CARDIUM	MEI 47.620054%/CNRL 18.055116%/B. 654747%/GAS Supply 11%/TAQA 14.661083%	M00566	152.41	60.97
CORDEL/STOLBERG	YES	C00197	C									AGREEMENT	28-Sep-1973	TWP 41 RGE 14 WSM SEC 15	ALL PNG FROM BASE CARDIUM TO BASE MANNVILLE	MEI 22.40088%/CNRL 5.497148%/TAQA 19.941307%/N/VISTA 16.635%/MEIL 50.52665% (Held in Trust by Ikkuuma)	M00567	466.73	186.69
CORDEL/STOLBERG	YES	C00197	D									AGREEMENT	28-Sep-1973	TWP 41 RGE 14 WSM SEC 22	ALL PNG BELOW BASE CARDIUM TO BASE MANNVILLE	MEI 43.1688% & 10.1875%/TAQA 31.4812%/Ikkuuma 15.1625%	M00568	341.48	136.59
CORDEL/STOLBERG	YES	C00197	E									AGREEMENT	28-Sep-1973	TWP 41 RGE 14 WSM E 22	ALL PNG FROM BASE CARDIUM TO BASE MANNVILLE	MEI 47.620054%/CNRL 18.055116%/B. 654747%/GAS Supply 11%/TAQA 14.661083%	M00566		0.00
CORDEL/STOLBERG	YES	C00197	F									AGREEMENT	28-Sep-1973	TWP 41 RGE 14 WSM E 22	ALL PNG FROM BASE SURFACE TO BASE MANNVILLE	MEI 21.2436%/Canlin 60%/TAQA 18.7564%	M00571	65.20	26.08
CORDEL/STOLBERG	YES	C00197	G									AGREEMENT	28-Sep-1973	TWP 41 RGE 14 WSM W 27	ALL PNG FROM BASE SURFACE TO BASE MANNVILLE	MEI 24.0022%/Canlin 54.8344%/TAQA 21.1634%	M00572	74.72	29.89
CORDEL/STOLBERG	YES	C00197	H									AGREEMENT	28-Sep-1973	TWP 41 RGE 14 WSM SEC 15	ALL PNG FROM TOP SURFACE TO BASE CARDIUM	MEI 23.66588% + 50.52666%/CNRL 5.497148%/TAQA 20.291307%	M00567		0.00
CORDEL/STOLBERG	YES	C00197	I									AGREEMENT	28-Sep-1973	TWP 41 RGE 14 WSM SEC 16	ALL PNG FROM TOP SURFACE TO BASE MANNVILLE	MEI 43.1688% & 10.1875%/TAQA 31.4812%/Briko 15.1625%	M00568		0.00
CORDEL/STOLBERG	YES	C00207	A	1974	2401	247.04	20,000	0.012352	Yes	n/a	20	JOINT OPERATING AGREEMENT	28-Feb-1979	TWP 41 RGE 15 WSM SEC 35	ALL PNG FROM TOP SURFACE TO BASE MANNVILLE	MEI 96.5%/CNRAAP 3.5%	M00479	617.60	247.04
CORDEL/STOLBERG	YES	C00266	A	1974	2401						20	POOLING AGREEMENT	10-Dec-1976	TWP 41 RGE 14 WSM SEC 33	ALL PNG FROM TOP SURFACE TO BASE MANNVILLE	MEI 24.1666% (in trust)/Canlin 75.8334%	M00565		0.00
WAYNE	YES	C00185	A	1990	2401	396.24	20,000	0.019812	Yes	n/a	30	JOINT OPERATING AGREEMENT	1-Jun-2000	TWP 27 RGE 21 W4M E & NW 5	ALL PETROLEUM (EXCLUDING PETROLEUM FROM TOP PALEOZOIC TO BASE PEKISKO)	MEI 87.5%/Harvard 12.5%	M00397	424.04	169.61
WAYNE	YES	C00185	B									JOINT OPERATING AGREEMENT	1-Jun-2000	TWP 27 RGE 21 W4M SEC 9	ALL PETROLEUM EXCLUDING PETROLEUM FROM TOP PALEOZOIC TO BASE PEKISKO	MEI 87.5%/Harvard 12.5%	M00398	566.56	226.63
WAYNE	YES	C00192	A	None	Clause 23	177.03	20,000	0.00885156	Yes	n/a	30	POOLING AGREEMENT	22-Jul-1974	TWP 27 RGE 21 W4M SEC 18	ALL PETROLEUM	MEI 68.75%/harvard 31.25	M00400	442.58	177.03

Area	ROFR	File No.	Sub	CAPL Type	Clause #	Net Ha.	Transaction Hectares	Contract % of Transaction	2402(d)	PP	Notice Period (days)	Contract Type	Contract Date	Legal Description	Rights Held	WIO	Mineral File	Net Acs.	Net Ha.
									Exemption Applies (Yes/No)	Allocation to Contract (\$)									
WAYNE	YES	C00198	C	1990	2401	1,430.98	20,000	0.07154875	Yes	n/a	30	FARMOUT & OPTION AGREEMENT	17-May-2016	TWP 28 RGE 22 W4M SW NW 22 (EXCL WELLBORE 13-22 PENALTY FOR EQUIPPING/ TE-IN)	PETROLEUM FROM TOP ELLERSLIE TO BASE ELLERSLIE	MEI 0% BPEN - 200% penalty	M00465	0.00	0.00
WAYNE	YES	C00198	C1									FARMOUT & OPTION AGREEMENT	17-May-2016	TWP 28 RGE 22 W4M SW NW 22 (WELLBORE 13-22 PENALTY FOR EQUIPPING/ TE-IN)	PETROLEUM FROM TOP ELLERSLIE TO BASE ELLERSLIE	MEI 0% BPEN - 200% penalty	M00465	0.00	0.00
WAYNE	YES	C00198	F									FARMOUT & OPTION AGREEMENT	17-May-2016	TWP 28 RGE 21 W4M SE 3 (1)(2)	PETROLEUM FROM TOP GLAUCONITIC TO BASE GLAUCONITIC (1)	MEI 0% BPEN - 200% penalty	M00449	161.88	64.75
WAYNE	YES	C00198	H									FARMOUT & OPTION AGREEMENT	17-May-2016	TWP 28 RGE 21 W4M NE 3 (2)	PETROLEUM FROM TOP ELLERSLIE TO BASE ELLERSLIE(2)	MEI 0% BPEN - 200% penalty	M00377	3,439.84	1,375.94
WAYNE	YES	C00198	H1									FARMOUT & OPTION AGREEMENT	17-May-2016	TWP 27 RGE 21 W4M W 26	ALL PETROLEUM IN ELLERSLIE	MEI 0% BPEN - 300% penalty	M00377		0.00
Total																			
OTHER AREA ASSETS																			
BROWN CREEK	YES	C00056	B	1990	2401	102.40	20,000	0.00512	Yes	n/a	30	OPERATING AGREEMENT	5-Feb-2003	TWP 44 RGE 17 W5M SEC 21	PNG BELOW BASE CARDIUM TO TOP RUNDLE	MEI 15%/Canlin 70%/Petrus 15%	M00184	256.00	102.40
BROWN CREEK	YES	C00056	C									OPERATING AGREEMENT	5-Feb-2003	TWP 45 RGE 18 W5M SEC 11	PNG BELOW BASE CARDIUM TO BASE RUNDLE	MEI 25%/Canlin 50%/Petrus 25%	M00184		0.00
Total																			
BROWN CREEK	YES	C00107	A	1990	2401	57.60	20,000	0.00288	Yes	n/a	30	FARMOUT AGREEMENT	7-Mar-2005	TWP 44 RGE 16 W5M SEC 25	ALL PNG BELOW BASE CARDIUM TO BASE SPIRIT_RIVER (EXCLUDING 100/04-25-044-16WS WELLBORE)	MEI 22.5%/Petrus 37.5%/Perpetual 40%	M00229	144.00	57.60
BROWN CREEK	YES	C00137	C	1990	2401	Expired	n/a	n/a	n/a	n/a	30	JOINT OPERATING AGREEMENT	4-Sep-2012	TWP 44 RGE 17 W5M SEC 1	PNG BELOW BASE CARDIUM	MEI 50%/Petrus 50%	Lands Expired - M00261		0.00
Total																			
BROWN CREEK	YES	C00142	A	1990	2401	Expired	n/a	n/a	n/a	n/a	30	JOINT OPERATING AGREEMENT	14-Nov-2012	TWP 45 RGE 17 W5M SEC 7 TWP 45 RGE 18 W5M SEC 13	PNG BELOW BASE CARDIUM	MEI 50%/Petrus 50%	Lands Expired - M00264		0.00
ENCHANT	YES	C00499	A	1981	2401	9.29	20,000	0.00046448	Yes	n/a	20	FARMOUT & ROYALTY AGREEMENT	13-Sep-1983	TWP 11 RGE 13 W4M LSD 4 SEC 11	ALL PNG FROM TOP SURFACE TO BASE BOW ISLAND	MEI 36.675%/First West 4.725%/Journey 9.6%/Sanling 49%	M00746	23.22	9.29
ENCHANT	YES	C00499	B									FARMOUT & ROYALTY AGREEMENT	13-Sep-1983	TWP 11 RGE 13 W4M LSD 13 SEC 2	ALL PNG FROM TOP SURFACE TO BASE BOW ISLAND	MEI 42.4187%/First West 4.3313%/Journey 8.25%/Sanling 45%	M00746		0.00
ENCHANT	YES	C00499	C									FARMOUT & ROYALTY AGREEMENT	13-Sep-1983	TWP 11 RGE 13 W4M LSD 4 SEC 11	ALL PNG FROM BASE BOW ISLAND TO BASE SAWTOOTH	MEI 39.8313%/First West 5.1187%/Journey 10.3%/Sanling 44.75%	M00746		0.00
ENCHANT	YES	C00499	D									FARMOUT & ROYALTY AGREEMENT	13-Sep-1983	TWP 11 RGE 13 W4M LSD 13 SEC 2	ALL PNG FROM BASE BOW ISLAND TO BASE SAWTOOTH	MEI 10.67345%/First West 2.26405%/Journey 4.825%/Sanling 82.2375%	M00746		0.00
Total																			



CARSELAND, CORDEL/STOLBERG, WAYNE, ENCHANT, HARMON, RICINUS AND WILDCAT HILLS NON-OP FACILITIES										
File No.	Status	AREA	Contract Type	Contract Date	Effective Date	Contract Name	Operator	Other WI Owners	ROFR and Consent Applies	Provision
FA00001	UNEXECUTED	CORDEL/STOLBERG	O&O	1/1/2007	1/1/2007	AGREEMENT FOR THE OWNERSHIP AND OPERATION OF THE CORDEL GAS GATHERING SYSTEM AND COMPRESSION	IKKUMA RESOURCES CORP.	MANITOK ENERGY INC. - 8.71415 OVERALL WI CANLIN RESOURCES PARTNERSHIP PETRUS RESOURCES CORP. BRIKO ENERGY CORP.	ROFR applies	Article IX, Clause 901(C) of Exhibit "A" to the 1999 PJVA Model CO&O Agreement <b>Exemptions:</b> Clauses 901(d) and (e) Notice period - 30 days
FA0037	EXECUTED	HARMON	O&O	9/1/2013	9/1/2013	AGREEMENT FOR THE OWNERSHIP AND OPERATION OF THE GOLDEN 07-07-087-14W5M OIL BATTERY FACILITIES	HARVEST OPERATIONS CORP.	MANITOK ENERGY INC. - 9.476% OVERALL WI 868218 ALBERTA LTD.	ROFR applies	Article IX, Clause 901(C) of Exhibit "A" to the 1999 PJVA Model CO&O Agreement <b>Exemptions:</b> Clauses 901(d) and (e) Notice period - 30 days

THE FOLLOWING COMPRISES SCHEDULE "D" ATTACHED TO AND FORMING PART OF A PURCHASE AND SALE AGREEMENT DATED THE 23<sup>RD</sup> DAY OF NOVEMBER, 2018 BETWEEN ALVAREZ & MARSAL CANADA INC., solely in its capacity as receiver and manager of MANITOK ENERGY INC., and not in its personal or corporate capacity, and TANTALUS ENERGY CORP.

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### **GENERAL CONVEYANCE**

**THIS GENERAL CONVEYANCE** made as of this \_\_\_\_ day of \_\_\_\_\_, 2018.

**BETWEEN:**

**ALVAREZ & MARSAL CANADA INC.**, in its capacity as the receiver and manager of **MANITOK ENERGY INC.**, and not in its personal or corporate capacity (hereinafter referred to as "**Vendor**")

- and -

**TANTALUS ENERGY CORP.**, a corporation incorporated under the laws of Alberta (hereinafter referred to as "**Purchaser**")

**WHEREAS** pursuant to an order of the Honourable Madam Justice K.M. Horner of the Alberta Court of Queen's Bench dated February 20, 2018, Alvarez & Marsal Canada Inc. was appointed receiver and manager of Manitok Energy Inc.;

**AND WHEREAS** Vendor wishes to sell, and Purchaser wishes to purchase, the Assets subject to and in accordance with the terms and conditions contained herein;

**NOW THEREFORE** for the consideration provided in the Purchase Agreement and in consideration of the premises hereto and the covenants and agreements hereinafter set forth and contained, the Parties covenant and agree as follows:

**1. Definitions**

In this General Conveyance, including the recitals hereto, the definitions set forth in the Purchase Agreement are adopted herein by reference and, in addition:

"**Purchase Agreement**" means that Purchase and Sale Agreement between Vendor and Purchaser dated November 23, 2018.

**2. Conveyance**

Pursuant to and for the consideration provided for in the Purchase Agreement, Vendor hereby sells, assigns, transfers, conveys and sets over to Purchaser the entire right, title, estate and interest of Vendor in and to the Assets, to have and to hold the same absolutely, together with all benefit and advantage to be derived therefrom.

**3. Subordinate Document**

This General Conveyance is executed and delivered by the Parties pursuant to the Purchase Agreement and the provisions of the Purchase Agreement shall prevail in the event of a conflict between the provisions of the Purchase Agreement and the provisions of this General Conveyance.

#### 4. No Merger

The covenants, representations, warranties and indemnities contained in the Purchase Agreement are incorporated herein as fully and effectively as if they were set out herein and there shall be no merger of any covenant, representation, warranty or indemnity contained in the Purchase Agreement by virtue of the execution and delivery hereof, any rule of law, equity or statute to the contrary notwithstanding.

#### 5. Governing Law

This General Conveyance shall be subject to and interpreted, construed and enforced in accordance with the laws of the Province of Alberta and the laws of Canada applicable therein and shall, in every regard, be treated as a contract made in the Province of Alberta. The Parties irrevocably attorn and submit to the exclusive jurisdiction of the courts of the Province of Alberta and courts of appeal therefrom in respect of all matters arising out of this Agreement.

#### 6. Enurement

This General Conveyance shall be binding upon and shall enure to the benefit of each of the Parties and their respective administrators, trustees, receivers, successors and assigns.

#### 7. Further Assurances

Each Party will, from time to time and at all times hereafter, at the request of the other Party but without further consideration, do all such further acts and execute and deliver all such further documents as shall be reasonably required in order to fully perform and carry out the terms hereof.

#### 8. Counterpart Execution

This Agreement may be executed in counterpart and by facsimile or other electronic means and all such executed counterparts together shall constitute one and the same agreement.

**IN WITNESS WHEREOF**, the Parties have executed this General Conveyance on the date first above written.

**ALVAREZ & MARSAL CANADA INC.**, solely in its capacity as the receiver and manager of **MANITOK ENERGY INC.**, and not in its personal or corporate capacity

**TANTALUS ENERGY CORP.**

Per: \_\_\_\_\_

Name:  
Title:

Per: \_\_\_\_\_

Name:  
Title:

THE FOLLOWING COMPRISES SCHEDULE "E" ATTACHED TO AND FORMING PART OF A PURCHASE AND SALE AGREEMENT DATED THE 23<sup>RD</sup> DAY OF NOVEMBER, 2018 BETWEEN ALVAREZ & MARSAL CANADA INC., solely in its capacity as receiver and manager of MANITOK ENERGY INC., and not in its personal or corporate capacity, and TANTALUS ENERGY CORP.

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**[VENDOR'S][PURCHASER'S] OFFICER'S CERTIFICATE**

**TO:** [Name of Vendor/Purchaser] [(the "Vendor")] [(the "Purchaser")]

**RE: Purchase and Sale Agreement dated [•] between Vendor and Purchaser (the "Agreement")**

Unless otherwise defined herein, the definitions provided for in the Agreement are adopted in this certificate (the "Certificate").

I, [Name], [Position] of [Name of Vendor/Purchaser] [(the "Vendor")] [(the "Purchaser")] hereby certify that as of the date of this Certificate:

1. The undersigned is personally familiar, in [his][her] capacity as an officer of [Vendor][Purchaser], with the matters hereinafter mentioned.
2. Each of the covenants, representations and warranties of the [Vendor][Purchaser] contained in Article 4 of the Agreement were true and correct in all material respects when made and are true and correct in all material respects as of the Closing Date.
3. All obligations of [Vendor][Purchaser] contained in the Agreement to be performed prior to or at Closing have been timely performed in all material respects.
4. This Certificate is made for and on behalf of the [Vendor][Purchaser] and is binding upon it, and I am not incurring, and will not incur, any personal liability whatsoever with respect to it.
5. This Certificate is made with full knowledge that the [Vendor][Purchaser] is relying on the same for the Closing of the transactions contemplated by the Agreement.

IN WITNESS WHEREOF I have executed this Certificate this \_\_\_\_ day of \_\_\_\_\_, 2018.

**[Name of Vendor/Purchaser]**

Per: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

THE FOLLOWING COMPRISES SCHEDULE "F" ATTACHED TO AND FORMING PART OF A PURCHASE AND SALE AGREEMENT DATED THE 23<sup>RD</sup> DAY OF NOVEMBER, 2018 BETWEEN ALVAREZ & MARSAL CANADA INC., solely in its capacity as receiver and manager of MANITOK ENERGY INC., and not in its personal or corporate capacity, and TANTALUS ENERGY CORP.

**COURT ORDER**

COURT FILE NUMBER	25-2332583 25-2332610	Clerk's Stamp
COURT	COURT OF QUEEN'S BENCH OF ALBERTA	
JUDICIAL CENTRE	CALGARY	
PROCEEDING	IN THE MATTER OF THE RECEIVERSHIP OF MANITOK ENERGY INC.  IN THE MATTER OF THE RECEIVERSHIP OF RAIMOUNT ENERGY CORP.	
APPLICANT	ALVAREZ & MARSAL CANADA INC., IN ITS CAPACITY AS THE COURT-APPOINTED RECEIVER AND MANAGER OF MANITOK ENERGY INC. AND RAIMOUNT ENERGY CORP	
DOCUMENT	APPROVAL AND VESTING ORDER  (Sale by Receiver)	
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	Norton Rose Fulbright Canada LLP 3700, 400 - 3rd Avenue S.W. Calgary AB T2P 4H2  Telephone (403) 267-8144 / (403) 267-8193 Facsimile (403) 264-5973 File No. 1001023920 Attention: Howard Gorman Q.C. / Aaron Stephenson	

DATE ON WHICH ORDER WAS PRONOUNCED: ●, 2018

LOCATION WHERE ORDER WAS PRONOUNCED: Calgary Courts Centre

NAME OF JUSTICE WHO MADE THIS ORDER: The Honourable Justice ●

UPON THE APPLICATION by Alvarez & Marsal Canada Inc., in its capacity as the Court-appointed receiver and manager (the "**Receiver**") of the assets, undertakings and properties of Manitok Energy Inc. (the "**Debtor**") for an order approving the sale transaction (the "**Transaction**") contemplated by a purchase and sale agreement dated November 23, 2018 (the "**Purchase and Sale Agreement**") between the Receiver as vendor and Tantalus Energy Corp. as purchaser (the "**Purchaser**"), which Purchase and Sale Agreement is

appended in redacted form as Appendix • to the • Report of the Receiver dated •, 2018 (the “**Report**”), and in unredacted form as Appendix • to the Confidential Addendum to the Report dated • 2018 (the “**Confidential Addendum**”), and vesting in the Purchaser the Debtor’s right, title and interest in and to the Purchased Assets (as defined below);

AND UPON HAVING READ the order appointing the Receiver dated February 20, 2018 (the “**Receivership Order**”), the Application of the Receiver, filed, the • Report, filed, the Confidential Addendum, filed, and other materials filed in the within proceedings; AND UPON HAVING READ the Affidavit of Service of • sworn •, 2018, filed; AND UPON HEARING the submissions of counsel for the Receiver, National Bank of Canada, the Purchaser, **[the Alberta Energy Regulator (the “AER”) and •]**; AND UPON NOTING no one appearing for any other person on the service list;

IT IS HEREBY ORDERED AND DECLARED THAT:

#### SERVICE

1. All capitalized terms in this Order and the Appendices that are not otherwise defined herein shall have the meaning ascribed to them in the Purchase and Sale Agreement.
2. Service of notice of this application and supporting materials is hereby declared to be good and sufficient, and no other person is required to have been served with notice of this application, and time for service of this application is abridged to that actually given.

#### APPROVAL OF TRANSACTIONS

3. The Transaction and Purchase and Sale Agreement are hereby approved, and the execution of the Purchase and Sale Agreement by the Receiver is hereby approved. The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction or for the conveyance of the Purchased Assets (as defined below) to the Purchaser.

#### VESTING OF PROPERTY

4. Upon the delivery of a Receiver’s certificate to the Purchaser substantially in the form set out in **Schedule “A”** hereto (which, with such changes reasonably necessary in the event of there being Delayed Assets, is referred to as the “**Receiver’s Certificate**”), subject to approval of the transfer of applicable licenses, permits and approvals by AER, and to the permitted encumbrances, caveats, easements and restrictive covenants listed on **Schedule “B”** hereto (the “**Permitted Encumbrances**”), all of the Debtor’s right, title and interest in and to the assets described in the Purchase and Sale Agreement and listed on **Schedule “C”** hereto (collectively, the “**Purchased Assets**”), and the Assigned Contracts (as defined in the Purchase and Sale Agreement), shall vest absolutely in the name of the Purchaser, free and clear of and

from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, caveats, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, assignments, actions, taxes, judgments, writs of execution, disputes, debts, debentures, easements, covenants or other rights, limitations or restrictions of any nature whatsoever including, without limitation, any rights or interests of any creditors of the Debtor, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise, whether liquidated, unliquidated or contingent (collectively, the “**Claims**”) including, without limiting the generality of the foregoing:

- (a) any encumbrances or charges created by the Receivership Order or any other Orders granted in these proceedings;
- (b) all charges, security interests or claims evidenced by registrations pursuant to (i) the *Personal Property Security Act* (Alberta) (the “**PPSA**”); (ii) the *Land Titles Act* (Alberta) (the “**LTA**”) and the *Mines and Minerals Act* (Alberta) (the “**MMA**”) including without limitation the instruments listed in **Schedule “D”** hereto; or (iii) any other personal or real property registry system; and
- (c) all other claims other than the Permitted Encumbrances

(all of which are collectively referred to as the “**Encumbrances**”). For greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged, vacated, ordered removed and discharged as against the Purchased Assets.

5. Notwithstanding paragraph 4 above, to the extent that Ember is determined to have an interest in the Disputed Ember Assets, or PrairieSky is determined to have an interest in the Disputed PrairieSky Assets, such interest shall not be vested out by paragraph 4. Until a court of competent jurisdiction finally determines the ownership of the Disputed Ember Assets, the Purchaser shall not sell, transfer, encumber or otherwise dispose of the Disputed Ember Assets, restrict or terminate the gas flow through the Disputed Ember Assets, increase flowing pressures through the Disputed Ember Assets, change the flow direction of the Disputed Ember Assets, change the gas destination of the Disputed Ember Assets, effect physical modifications to the Disputed Ember Assets, transfer licenses in respect of the Disputed Ember Assets to any third party, discontinue or abandon the Disputed Ember Assets, fail to maintain the Disputed Ember Assets, or otherwise damage the Disputed Ember Assets, provided that notwithstanding the foregoing, the Purchaser shall be entitled, acting reasonably and in good faith, to take such steps as it deems necessary in respect of the Disputed Ember Assets to deal with an emergency situation or threat to public safety or the environment, provided that to the extent such steps affect Ember or the Disputed Ember Assets, the Purchaser shall give prompt notice in writing thereof to Ember.

6. The Receiver is hereby authorized and directed to execute for and on behalf of the Debtor all conveyances, assignments, transfers, novations, notices of assignment and other documents necessary or desirable in order to convey, assign and transfer title to the Purchased Assets to the Purchaser and to novate the Purchaser into any contracts, licenses, permits, approvals or authorizations included in the Purchased Assets.

7. For the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets (to be held in an interest bearing trust account by the Receiver) shall stand in the place and stead of the Purchased Assets, and from and after the delivery of the Receiver's Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale, including without limitation in respect of any amounts or obligations accrued up to the Effective Date under any Crown or freehold mineral leases, surface leases or access rights, royalties, municipal property taxes, linear taxes (in the latter case, to the extent that such taxes would otherwise constitute a Claim against the Assets), or for amounts accrued under Permitted Encumbrances contemplated by paragraphs (xv) and (xix) prior to the Effective Date, and any defaults under any leases, access rights or royalty contracts, up to the Effective Date, shall be deemed, as against the Purchaser and the counterparty thereto, to be cured.

8. The Purchaser shall, by virtue of the completion of the Transaction, have no liability of any kind whatsoever in respect of any Claims against the Debtor.

9. The Debtor and all persons who claim by, through or under the Debtor in respect of the Purchased Assets, save and except for the persons entitled to the benefit of the Permitted Encumbrances, shall stand absolutely barred and foreclosed from all estate, right, title, interest, royalty, rental and equity of redemption of the Purchased Assets and, to the extent that any such persons remains in possession or control of any of the Purchased Assets, they shall forthwith deliver possession thereof to the Purchaser.

10. The Purchaser shall be entitled to enter into and upon, hold and enjoy the Purchased Assets for its own use and benefit without any interference of or by the Debtor, or any person claiming by or through or against the Debtor.

11. Immediately after the closing of the Transaction, the holders of the Permitted Encumbrances shall have no claim whatsoever against the Receiver or the Debtor.

12. The Receiver is to file with the Court a copy of the Receiver's Certificate, forthwith after delivery thereof to the Purchaser.



13. Upon the delivery of the Receiver's Certificate, and upon the filing of a certified copy of this Order, together with any applicable registration fees, the Registrar or Registrars under the LTA, the Department of Energy and the Minister of Energy of Alberta, and all other government ministries and authorities in Alberta, respectively, exercising jurisdiction with respect to or over the Purchased Assets (collectively, the "**Governmental Authorities**"), as applicable, are hereby authorized, requested, and directed to (in each case as applicable):

- (a) enter the Purchaser as the owner, lessee, and/or licensee of the Purchased Assets;
- (b) cancel the existing Certificates of Title to the Purchased Assets and issue new Certificates of Title for the Purchased Assets, in the name of the Purchaser;
- (c) delete and expunge from the existing title documents concerning the Purchased Assets all applicable Claims other than Permitted Encumbrances; and
- (d) register such transfers, discharges, discharge statements, or conveyances, as may be required to convey clear title to the Purchased Assets to the Purchaser, subject only to the Permitted Encumbrances.

14. Presentment of this Order and the Receiver's Certificate shall be the sole and sufficient authority for the Governmental Authorities to effect the registration of transfers, discharges, discharge statements or conveyances as may be required to convey clear title to the Purchased Assets to the Purchaser.

15. This Order shall be registered and the steps set out in paragraph 12 of this Order shall be carried out by the applicable Registrar and/or Governmental Authorities notwithstanding the requirements of the applicable federal and/or provincial legislation, including the LTA, and notwithstanding that the appeal period in respect of this Order has not elapsed.

16. Pursuant to clause 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act* and section 20(e) of the *Alberta Personal Information Protection Act*, the Receiver is authorized and permitted to disclose and transfer to the Purchaser all human resources and payroll information in the Debtor's records pertaining to the Debtor's past and current employees, including personal information of those employees listed in the Purchase and Sale Agreement. The Purchaser (or its nominee) shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by the Debtor.

17. Notwithstanding:

- (a) the pendency of these proceedings; and
- (b) the bankruptcy of the Debtor,

the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtor and shall not be void or voidable by creditors of the Debtor, nor shall it constitute nor be deemed to be a settlement, fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the BIA or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

18. The Receiver, the Purchaser and any other interested party, shall be at liberty to apply for further advice, assistance and directions as may be necessary in order to give full force and effect to the terms of this Order and to assist and aid the parties in closing the Transaction.

#### LICENSE TRANSFER PROCESS

19. The Court declares that the Receiver is not required to comply with or perform and is not liable for abandonment, reclamation and remediation obligations under the *Oil and Gas Conservation Act*, RSA 2000, c O-6 (“**OGCA**”) or the *Pipeline Act*, RSA 2000, c P-15 (the “**PA**”) in relation to any wells, pipelines, facilities and sites in which the Debtor has an interest that were renounced by the Receiver pursuant to section 14.06(4)(c) of the BIA the (the “**Renounced PNG Assets**”).

20. The Court declares that the AER, in exercising its authority to approve, deny or impose conditions upon any transfer of the Debtor’s AER licences pursuant to sections 24(1), 24(2), and 106(3) of the OGCA, sections 18(1), 18(3) and 51 of the PA, Articles 4, 6, 8 and 10 of Directive 006: Licensee Liability Rating (LLR) Program and License Transfer Process (“**Directive 006**”), or otherwise, shall not consider the deemed asset values and deemed liabilities associated with the Renounced PNG Assets for the purposes of calculating the liability management rating (“**LMR**”) of the Debtor either before or after the transfer, and shall not consider any of the following:

- (a) any obligation of the Debtor to pay a security deposit under section 5 of Directive 006 or section 8 of Appendix II to Directive 006 or under the OGCA or Pipeline Act;
- (b) any failure of the Debtor, or the Receiver to comply with orders, including abandonment orders, issued from time to time by the AER with respect to the Renounced PNG Assets or provide security deposits therefor;
- (c) the renunciation by the Receiver pursuant to section 14.06(4) of the BIA of Renounced PNG Assets;
- (d) the compliance record of the Debtor, its directors, officers, employees, security holders and agents, prior to the pronouncement of the Receivership Order, other than with respect to any legitimate health, safety and environmental matters associated with the Purchased Assets

licensed under the OGCA or Pipeline Act that are subject to a license transfer application by the Receiver and/or Purchaser pursuant to the Purchase and Sale Agreement;

- (e) the Debtor's status under the AER's Directive 019 – Compliance Assurance or any successor thereof, including whether or not the Debtor is in a "Global Refer" or "Refer" status; or
- (f) any outstanding debt owed by the Debtor to the Crown, the AER, or to the AER to the account of the "orphan fund" (as that term is defined in the OCGA), including but not limited to any administrative fees, any orphan well fund levy, the costs of suspension, abandonment or reclamation, or any other fee, levy, deposit, fine, penalty or charge of any kind whatsoever

(collectively, the "**Debtor Characteristics**"), provided that section 19(d) shall not have precedential effect on or bind this Court with respect to any application by the Receiver for an approval and vesting order other than with respect to the Transaction.

21. The Court directs that, in determining whether to approve or deny any application to transfer licenses under the OGCA and/or PA, the AER shall not consider or take into account the Debtor Characteristics or any other factors that are similar in form and/or substance to them, or impose as a condition to any approval of said applications an obligation that the Debtor or the Receiver make payments or take actions to rectify the Debtor Characteristics, or any conditions similar in form or substance to them.

22. The Court directs that the AER shall make a determination on any application to it to approve transfers of licenses by the Receiver or the Purchaser in connection with the Transaction (a "**License Transfer Application**") within five (5) business days following the expiry of the thirty (30) day notice of application period in respect of such License Transfer Application, provided that in the event that a party files a statement of concern in respect of such License Transfer Application, then the AER will communicate to the Receiver and Purchaser within five (5) business days following a final determination by the AER or any other body contemplated by the *Alberta Energy Regulator Rules of Practice*, AR 99/2013 of the determination on the License Transfer Application.

23. The Court directs that any refusal by the AER to process or approve a license transfer request pursuant to the Sales Process (as defined in the **[Report]**) shall be accompanied by written reasons, explaining in reasonable detail the basis for such refusal.

#### MISCELLANEOUS MATTERS

24. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals regulatory and administrative bodies are hereby respectfully requested to make such orders as to provide such assistance to

the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

25. This Order must be served only upon those interested parties attending or represented at the within application and service may be effected by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following the transmission or delivery of such documents.

26. Service of this Order on any party not attending this application is hereby dispensed with.

27. Any party affected by this Order may, at any time, apply to this Honourable Court for advice and direction in relation to the discharge of their duties under this Order.

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J.C.Q.B.A.

## Schedule "A"

## Form of Receiver's Certificate

COURT FILE NUMBER	25-2332583 25-2332610	Clerk's Stamp
COURT	COURT OF QUEEN'S BENCH OF ALBERTA	
JUDICIAL CENTRE	CALGARY	
PROCEEDING	IN THE MATTER OF THE RECEIVERSHIP OF MANITOK ENERGY INC.  IN THE MATTER OF THE RECEIVERSHIP OF RAIMOUNT ENERGY CORP.	
APPLICANT	ALVAREZ & MARSAL CANADA INC., IN ITS CAPACITY AS THE COURT-APPOINTED RECEIVER AND MANAGER OF MANITOK ENERGY INC. AND RAIMOUNT ENERGY CORP	
DOCUMENT	APPROVAL AND VESTING ORDER  (Sale by Receiver)	
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	Norton Rose Fulbright Canada LLP 3700, 400 - 3rd Avenue S.W. Calgary AB T2P 4H2  Telephone (403) 267-8144 / (403) 267-8193 Facsimile (403) 264-5973 File No. 1001023920 Attention: Howard Gorman Q.C. / Aaron Stephenson	

## RECITALS

A. Pursuant to an Order of the Honourable Madam Justice K.M. Horner of the Court of Queen's Bench of Alberta, Judicial District of Calgary (the "**Court**"), dated February 20, 2018, Alvarez & Marsal Canada Inc. was appointed as the receiver and manager (the "**Receiver**") of the assets, undertakings and properties of Manito Energy Inc. (the "**Debtor**").

B. Pursuant to an Order of the Honourable • Justice • of the Court dated •, 2018, the Court approved the Transaction and the Purchase and Sale Agreement dated as of November 23, 2018 (the "**Purchase and Sale Agreement**") between the Debtor by the Receiver as seller and Tantalus Energy Corp. (the "**Purchaser**") and issued an Order vesting in the Purchaser the Debtor's right, title and interest in and to the Assets (as defined in the Purchase and Sale Agreement), which vesting is to be effective upon the delivery

by the Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Assets; (ii) the conditions to Closing as set out in Sections 3.2, 3.3 and 3.4 of the Purchase and Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.

C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Purchase and Sale Agreement.

THE RECEIVER CERTIFIES the following:

1. The Purchaser has paid and the Receiver has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Purchase and Sale Agreement;
2. The conditions to Closing as set out in Sections 3.2, 3.3 and 3.4 of the Purchase and Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and
3. The Transaction has been completed to the satisfaction of the Receiver.
4. This Certificate was delivered by the Receiver at [Time] on ●, 2018.

**ALVAREZ & MARSAL CANADA INC.**, in  
its capacity as Receiver and Manager of  
the assets, undertakings, properties of  
Manitok Energy Inc., and not in its  
personal capacity  
Per:

\_\_\_\_\_  
Name:  
Title:

## Schedule "B"

### Permitted Encumbrances

Permitted Encumbrances consist of the following (with capitalized terms having the definitions given to them in the Purchase and Sale Agreement):

- (i) all encumbrances, overriding royalties, net profits interests and other burdens identified in Schedule "A" to the Purchase and Sale Agreement;
- (ii) any Right of First Refusal or any similar restriction applicable to any of the Assets;
- (iii) the requirement to receive any consent applicable to the Transaction;
- (iv) the terms and conditions of the Title Documents, including the requirement to pay any rentals or royalties to the grantor thereof to maintain the Title Documents in good standing and any royalty or other burden reserved to the grantor thereof or any gross royalty trusts applicable to the grantor's interest in any of the Title Documents;
- (v) the terms and conditions of the Assigned Contracts;
- (vi) the PVR in favour of Freehold;
- (vii) [REDACTED]
- (viii) defects or irregularities of title as to which the relevant statute(s) of limitations or prescription would bar any attack or claim against Vendor's Interest;
- (ix) the right reserved to or vested in any grantor, Governmental Authority or other public authority by the terms of any Title Document or by Applicable Law to terminate any Title Document;
- (x) liens securing taxes not yet due and payable;
- (xi) easements, right of way, servitudes or other similar rights in land, including rights of way and servitudes for highways, railways, sewers, drains, gas and oil pipelines, gas and water mains, electric light, power, telephone or cable television conduits, poles, wires or cables;
- (xii) taxes on Petroleum Substances or the income or revenue therefrom, unless specifically excluded and governmental restrictions on production rates from the Wells or on operations being conducted on the Lands or otherwise affecting the value of any of the Assets;
- (xiii) agreements for the sale, processing, transmission or transportation of Petroleum Substances, which are terminable on not more than thirty (30) days' notice (without an early termination penalty or other cost);
- (xiv) any obligation of Manitoak or Vendor to hold any portion of its interest in and to any of the Assets in trust for Third Parties;
- (xv) the right reserved to or vested in any municipality, Governmental Authority or other public authority to control or regulate any of the Assets in any manner, including any directives or notices received from any municipality, Governmental Authority or other public authority pertaining to the Assets;
- (xvi) undetermined or inchoate liens incurred or created as security in favour of any Person with respect to the development or operation of any of the Assets, as regards Vendor's or Manitoak's share of the costs and expenses thereof which are not due or delinquent as of the date hereof or, if then due or delinquent are being

contested in good faith by Vendor and Vendor holds reasonable reserves in respect thereof to make such payments to the extent required;

(xvii) the reservations, limitations, provisos and conditions in any grants or transfers from the Crown of any of the Lands or interests therein, and statutory exceptions to title;

(xviii) agreements and plans relating to pooling or unitization of any of the Petroleum and Natural Gas Rights;

(xix) provisions for penalties and forfeitures under agreements as a consequence of non-participation in operations; and

(xx) liens granted in the ordinary course of business to a public utility, municipality or Governmental Authority with respect to operations pertaining to any of the Assets for which any required payments are not delinquent as of Closing, or if delinquent are being diligently contested by Vendor and Vendor holds reasonable reserves in respect thereof to make such payments to the extent required.



**Schedule "C"****Purchased Assets**

The Purchased Assets include the Assets (as defined in the Purchase and Sale Agreement), which include:

**[Schedules "A" and "B" to this Agreement to be attached to this Schedule to the Court Order]**

**Schedule "D"****Registrations**

[to be completed upon Purchaser completing title review due diligence contemplated by section 3.3(b)]

THE FOLLOWING COMPRISES SCHEDULE "G" ATTACHED TO AND FORMING PART OF A PURCHASE AND SALE AGREEMENT DATED THE 23<sup>RD</sup> DAY OF NOVEMBER, 2018 BETWEEN ALVAREZ & MARSAL CANADA INC., solely in its capacity as receiver and manager of MANITOK ENERGY INC., and not in its personal or corporate capacity, and TANTALUS ENERGY CORP.

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**Allocation of Purchase Price**

<b>Asset</b>		<b>Amount Allocated</b>
Petroleum and Natural Gas Rights		
Tangibles		
Stream Assets		
Other Tangibles		
Sub-total		
Miscellaneous Interests		
Office Assets		
<b>Total</b>		

THE FOLLOWING COMPRISES SCHEDULE "H" ATTACHED TO AND FORMING PART OF A PURCHASE AND SALE AGREEMENT DATED THE 23<sup>RD</sup> DAY OF NOVEMBER, 2018 BETWEEN ALVAREZ & MARSAL CANADA INC., solely in its capacity as receiver and manager of MANITOK ENERGY INC., and not in its personal or corporate capacity, and TANTALUS ENERGY CORP.

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**Excluded Contracts**

See the attached.

Excluded Contracts List				
Area	Vendor's Interest Type	Description	Counterparty	Location
Carseland	Leasehold	Compressor Rental	Compressco Canada Inc.	100/15-32-022-25W4/00
	Leasehold	Compressor Rental	Compressco Canada Inc.	100/14-33-022-25W4/00
Cordel / Stolberg	Leasehold	Compressor Rental	Bull Moose Capital Ltd.	100/15-01-042-15W5/00
	Leasehold	Compressor Rental	Bull Moose Capital Ltd.	100/06-21-042-15W5/00
	Leasehold	Compressor Rental	Bull Moose Capital Ltd.	100/13-15-042-15W5/00
Wayne	Leasehold	Pumpjack Rental	Zedi Canada Inc.	102/16-21-027-21W4/00
	Leasehold	Pumpjack Rental	Zedi Canada Inc.	102/31-01-028-22W4/00
	Leasehold	Pumpjack Rental	Zedi Canada Inc.	100/09-02-028-22W4/00
	Leasehold	Pumpjack Rental	Zedi Canada Inc.	102/02-30-028-21W4/00
Base Area Assets	Leasehold	Freehold PVR	Freehold Royalties Ltd.	Various Lands
	Leasehold	Wheatland LIDCA	PrairieSky Royalty Ltd.	Various Lands
	Leasehold	SCADA Data Recovery and Transmission	Zedi Canada Inc.	Various Lands
Wildcat Hills	Leasehold	Pumpjack Rental	Enerflex Ltd.	100/05-09-027-05W5/00
Calgary Office	Leasehold	Ricoh MPC3003 Photocopier (Serial No. E153M760125)	Ricoh Canada	Engineering Department
	Leasehold	Sharp MX3570 Photocopier (Serial No. EQ5624)	CIP Canada	Main Copy Room
	Leasehold	Sharp MX3570 Photocopier (Serial No. EQ5623)	CIP Canada	Finance Department
	Ownership	HP DesignJet Plotter Model C6090Y (Serial No. SG13F1401M)	N/A	Finance Department
	Leasehold	Pitney Bowes K700 Postal Meter (Serial No. 5016248)	Pitney Bowes	Main Copy Room

THE FOLLOWING COMPRISES SCHEDULE "I" ATTACHED TO AND FORMING PART OF A PURCHASE AND SALE AGREEMENT DATED THE 23<sup>RD</sup> DAY OF NOVEMBER, 2018 BETWEEN ALVAREZ & MARSAL CANADA INC., solely in its capacity as receiver and manager of MANITOK ENERGY INC., and not in its personal or corporate capacity, and TANTALUS ENERGY CORP.

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A. [REDACTED]

See the attached.



**ADDITIONAL REDACTED PAGES REMOVED**



THE FOLLOWING COMPRISES SCHEDULE "J" ATTACHED TO AND FORMING PART OF A PURCHASE AND SALE AGREEMENT DATED THE 23<sup>RD</sup> DAY OF NOVEMBER, 2018 BETWEEN ALVAREZ & MARSAL CANADA INC., solely in its capacity as receiver and manager of MANITOK ENERGY INC., and not in its personal or corporate capacity, and TANTALUS ENERGY CORP.

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See the attached.



**ADDITIONAL REDACTED PAGES REMOVED**

THE FOLLOWING COMPRISES SCHEDULE "K" ATTACHED TO AND FORMING PART OF A PURCHASE AND SALE AGREEMENT DATED THE 23<sup>RD</sup> DAY OF NOVEMBER, 2018 BETWEEN ALVAREZ & MARSAL CANADA INC., solely in its capacity as receiver and manager of MANITOK ENERGY INC., and not in its personal or corporate capacity, and TANTALUS ENERGY CORP.

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**Form of ROFR Escrow Agreement**

See the attached.

## ROFR ESCROW AGREEMENT

THIS AGREEMENT is made effective as of the \_\_\_\_ day of \_\_\_\_\_, 2018.

AMONG:

**ALVAREZ & MARSAL CANADA INC.**, solely in its capacity as the receiver and manager of **MANITOK ENERGY INC.**, and not in its personal or corporate capacity (hereinafter referred to as "**Vendor**")

- and -

**TANTALUS ENERGY CORP.**, a corporation incorporated under the laws of Alberta (hereinafter referred to as "**Purchaser**")

- and -

**NORTON ROSE FULBRIGHT CANADA LLP**, a limited liability partnership carrying on the practice of law in the Province of Alberta (hereinafter referred to as the "**Escrow Agent**")

RECITALS:

- A. Pursuant to a purchase and sale agreement made November 23, 2018 between Vendor and Purchaser (the "**Sale Agreement**"), Vendor agreed to sell the Assets and Purchaser agreed to purchase the Assets on the terms and subject to the conditions specified in the Sale Agreement;
- B. Some of the Assets are subject to Rights of First Refusal which may be exercised after the Closing;
- C. Vendor and Purchaser desire to place the relevant ROFR Conveyances and Escrow Amount into escrow with the Escrow Agent until all applicable notice periods for each Right of First Refusal, including periods stayed pursuant to a ROFR Action, if applicable, (the "**ROFR Notice Periods**") have expired or all Rights of First Refusal have been exercised or waived on the terms herein provided.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and the mutual covenants and agreements hereinafter set forth and in the Sale Agreement, the Parties agree as follows:

### ARTICLE 1 DEFINITIONS AND INTERPRETATION

#### 1.1 Definitions

Unless otherwise defined in this Agreement, capitalized terms have the meanings given to them in Sale Agreement. In addition, the following capitalized terms have the meanings set out below:

- (a) "**Agreement**" means this escrow agreement, as amended from time to time;
- (b) "**Escrow Amount**" means, in the aggregate, that portion of the Cash Component allocated to the Unexpired ROFRs and ROFR Actions relating to the Other Assets, as specified in **Schedule "A"** attached hereto; and individually, that portion of the Cash Component allocated to the applicable Unexpired ROFR or ROFR Action relating to the Other Assets specified in **Schedule "A"** attached hereto;
- (c) "**Escrow Period**" means:

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- (i) in the case of Unexpired ROFRs that are not also the subject of a ROFR Action, the period of time from and including the Closing Date to and including the last day upon which the last Unexpired ROFR may be or could have been exercised, or is otherwise terminated by agreement in writing of the relevant ROFR Holder and Vendor; and
- (ii) in the case of Rights of First Refusal that are the subject of a ROFR Action, the period of time from and including the Closing Date to and including the date on which the ROFR Action is settled or fully and finally judicially resolved and all appeal periods therefor have expired;
- (d) **"Expenses"** is defined in Section 5.1(d);
- (e) **"Joint Instruction"** has the meaning provided in Section 3.2(a);
- (f) **"Other Assets"** means Assets other than the Stream Assets;
- (g) **"Parties"** means, collectively, Vendor, Purchaser and the Escrow Agent, and "Party" means any one of them;
- (h) **"ROFR Conveyances"** means those Specific Conveyances that pertain to the Affected Assets that are subject to either Unexpired ROFRs or a ROFR Action, which Specific Conveyances convey to Purchaser Vendor's interest as therein described in accordance with the Sale Agreement;
- (i) **"ROFR Notices"** means the notices to ROFR Holders contemplated by section 9.1(a) of the Sale Agreement;
- (j) **"ROFR Notice Periods"** is defined in the recitals; and
- (k) **"Sale Agreement"** is defined in the recitals.

## 1.2 Headings

The expressions "Article", "Section", "subsection", "clause", "subclause", "paragraph" and "Schedule" followed by a number or letter or combination thereof mean and refer to the specified article, Section, subsection, clause, subclause, paragraph and schedule of or to this Agreement.

## 1.3 Interpretation Not Affected by Headings

The division of this Agreement into Articles, Sections, subsections, clauses, subclauses and paragraphs and the provision of headings for all or any thereof are for convenience and reference only and shall not affect the construction or interpretation of this Agreement.

## 1.4 Included Words

When the context reasonably permits, words suggesting the singular shall be construed as suggesting the plural and *vice versa*, and words suggesting gender or gender neutrality shall be construed as suggesting the masculine, feminine and neutral genders. The word "including" shall be construed for all purposes of this Agreement as "including, without limitation."

## 1.5 Business Day

Whenever any payment to be made or action to be taken under this Agreement is required to be made or taken on a day other than a Business Day, such payment shall be made or action taken on the next Business Day following.

## 1.6 Schedules

There are appended to this Agreement the following schedules pertaining to the following matters:

- |              |   |
|--------------|---|
| Schedule "A" | Unexpired ROFRs, ROFR Actions, and Allocation of Escrow Amount/Purchase Price |
| Schedule "B" | Form of Joint Instruction   |

## ARTICLE 2 APPOINTMENT OF ESCROW AGENT

### 2.1 Appointment of Escrow Agent

Vendor and Purchaser hereby appoint the Escrow Agent as the escrow agent to receive, hold and administer the Escrow Amount and the ROFR Conveyances subject to the terms and conditions of this Agreement.

### 2.2 Acceptance of Appointment

The Escrow Agent hereby accepts such appointment and hereby declares that it will hold the Escrow Amount and the ROFR Conveyances, in escrow, subject to the terms and conditions of this Agreement.

## ARTICLE 3 DEPOSIT IN ESCROW

### 3.1 Deposit in Escrow

The Escrow Agent hereby acknowledges receipt of:

- (a) the Escrow Amount paid by the Purchaser to the Escrow Agent on behalf of the Parties in accordance with the Sale Agreement; and
- (b) the ROFR Conveyances from Vendor.

Vendor and Purchaser agree that such ROFR Conveyances shall not have any effect or confer any rights upon any Party until released from escrow in accordance with the terms hereof.

## ARTICLE 4 ROFR ESCROW ASSETS

### 4.1 Operation of Escrow

- (a) Should any Unexpired ROFR be properly exercised by a ROFR Holder prior to expiration of the applicable ROFR Notice Period, then, upon the Escrow Agent's receipt of a direction signed by both Vendor and Purchaser (which may be executed in counterpart) in the form attached as **Schedule "B"** (a **"Joint Instruction"**):
  - (i) the ROFR Conveyances relating to the Affected Assets for which such Right of First Refusal has been exercised shall be delivered by the Escrow Agent to Vendor for destruction; and
  - (ii) as the context requires:
    - (A) that portion of the Escrow Amount applicable to such Affected Assets, to the extent that they are Other Assets, together with the interest thereon earned while

held by the Escrow Agent, shall be delivered by the Escrow Agent to Purchaser; and/or

- (B) the purchase price payable by the ROFR Holder in respect of such Affected Assets, to the extent that they are Stream Assets, shall be, following receipt of same by Vendor from such ROFR Holder, paid by Vendor to Purchaser, and the Stream Obligations in relation thereto shall be reduced and extinguished on a dollar-for-dollar basis with such purchase price payable,

in each case, within two (2) Business Days of the Escrow Agent's receipt of the Joint Instruction.

- (b) Should any Unexpired ROFR be waived by the applicable ROFR Holder prior to the expiration of the applicable ROFR Notice Period, then, upon receipt by the Escrow Agent of a Joint Instruction:

- (i) the ROFR Conveyances relating to the Affected Assets for which such Right of First Refusal has been waived shall be delivered by the Escrow Agent to Purchaser; and

- (ii) as the context requires:

- (A) that portion of the Escrow Amount applicable to such Affected Assets, to the extent that they are Other Assets, together with the interest thereon earned while held by the Escrow Agent, shall be delivered by the Escrow Agent to Vendor; and/or

- (B) that portion of the Purchase Price applicable to such Affected Assets, to the extent that they are Stream Assets, shall be set off by Purchaser as against the Stream Obligations on a dollar-for-dollar basis,

in each case, within two (2) Business Days of the Escrow Agent's receipt of the Joint Instruction.

- (c) Should any Unexpired ROFR not be exercised or waived by the end of the Escrow Period and not then be the subject of a ROFR Action, then, upon the Escrow Agent's receipt of a Joint Instruction:

- (i) the ROFR Conveyances applicable to such Affected Assets shall be delivered by the Escrow Agent to Purchaser; and

- (ii) as the context requires:

- (A) that portion of the Escrow Amount applicable to such Affected Assets, to the extent that they are Other Assets, together with the interest thereon earned while held by the Escrow Agent, shall be delivered by the Escrow Agent to Vendor; and/or

- (B) that portion of the Purchase Price applicable to such Affected Assets, to the extent that they are Stream Assets, shall be set off by Purchaser against the Stream Obligations on a dollar-for-dollar basis,

in each case, within two (2) Business Days of the Escrow Agent's receipt of the Joint Instruction.

#### 4.2 **Obligations of Vendor and Purchaser - Joint Instructions**

Each of Vendor and Purchaser shall use commercially-reasonable efforts to execute and deliver to the Escrow Agent as soon as possible all Joint Instructions it reasonably believes are required, based on the exercise, waiver, deemed waiver or other termination of each Right of First Refusal and the supporting documentation it receives in connection therewith, and if Vendor executes any such Joint Instructions, then Purchaser shall execute such Joint



Instructions no later than one (1) Business Day after Vendor's execution and delivery to Purchaser of such Joint Instructions. Vendor shall provide copies of all such supporting documentation to Purchaser immediately upon Vendor's receipt of same.

#### 4.3 **Deemed Closing**

If any of Section 4.1(b) or 4.1(c) is applicable, then for purposes of the Sale Agreement, Closing and the Closing Date in respect of the ROFR Assets shall be deemed to occur upon the date that all of the related ROFR Conveyances are delivered to Purchaser in accordance with this Agreement.

### **ARTICLE 5 CONCERNING THE ESCROW AGENT**

#### 5.1 **Duties, and Liability and Indemnification of Escrow Agent**

The Escrow Agent's acceptance of its duties and obligations under this Agreement is subject to the following terms and conditions, which the Parties agree will govern and control the Escrow Agent with respect to its rights, duties, liabilities and immunities with respect to the Escrow Amount and ROFR Conveyances:

- (a) neither the Escrow Agent nor its employees, servants, agents and associates will be liable or accountable for any loss or damage whatsoever to any party or person, including but not limited to Vendor and Purchaser and each of their officers, directors, shareholders and Affiliates, caused by its performance of or its failure to perform its duties and responsibilities under this Agreement, save only to the extent that such loss or damage is attributable to the Escrow Agent's gross negligence or wilful misconduct, having regard to the fact, which Vendor and Purchaser hereby acknowledge, that the Escrow Agent is not engaged in the business of providing escrow services;
- (b) the Escrow Agent will have no duties or responsibilities except those which are expressly herein set forth, and the Escrow Agent's rights, duties, liabilities and immunities may not be altered without its prior written consent;
- (c) upon the Escrow Agent's release and delivery of the Escrow Amount and ROFR Conveyances as provided for in this Agreement, the Escrow Agent will be released and forever discharged from all of its duties and responsibilities hereunder;
- (d) in acting hereunder, the Escrow Agent will be jointly and severally indemnified and saved harmless by Vendor and Purchaser from all expenses, liabilities, claims, suits, damages, costs (including any costs incurred by the Escrow Agent pursuant to paragraph (e) below) and demands whatsoever and howsoever arising (collectively, the "**Expenses**") in connection with the performance by it of its duties and responsibilities under this Agreement, save only to the extent that the Expenses arise directly from the gross negligence or wilful misconduct of the Escrow Agent, its servants, agents and associates, having regard to the fact that the Escrow Agent is not engaged in the business of providing escrow services. This indemnity shall survive the termination of the escrow arrangements provided for in this Agreement;
- (e) the Escrow Agent may act on the opinion or advice obtained from its counsel or other professional advisors duly qualified to practice in the Province of Alberta, and will not be responsible for any loss occasioned by so doing, nor will it incur any liability or responsibility for deciding in good faith to not act upon such opinion or advice;
- (f) the Escrow Agent shall retain the right to not act and shall not be held liable for refusing to act unless it has received clear and reasonable documentation which complies with the terms of this Agreement, which documentation must not require the exercise of any discretion or independent judgment by the Escrow Agent;

- (g) no provision of this Agreement shall require the Escrow Agent to expend or risk its own funds or otherwise incur financial liability in the performance of its duties or the exercise of any of its rights or powers unless indemnified as provided for herein, other than as a result of its own gross negligence or wilful misconduct;
- (h) the Escrow Agent may rely upon any direction, document or instrument delivered to it in compliance or purporting to be in compliance with any provision of this Agreement without any obligation whatsoever for it to make any inquiry as to its genuineness or the correctness of any statement made therein.

## 5.2 **Resignation of the Escrow Agent**

The Escrow Agent may resign and be discharged from any further duties or liabilities hereunder by giving two (2) Business Days' written notice to Vendor and Purchaser or such shorter notice as Vendor and Purchaser may accept. Upon the Escrow Agent's resignation, the Parties shall forthwith jointly appoint its successor, and failing such appointment, the Escrow Agent may apply to the Court of Queen's Bench of Alberta, Judicial District of Calgary (the "**Court**") on such notice as such court may direct, for the appointment of a new escrow agent, and upon such appointment, the Escrow Agent will transfer the Escrow Amount and ROFR Conveyances to the successor and the successor will be vested with the same powers, rights, duties and responsibilities as if the successor had been originally named as the escrow agent herein.

## 5.3 **Actions Instituted by Escrow Agent**

The Escrow Agent may, but is not obliged to, institute an action in any court of competent jurisdiction seeking instructions, inter alia, as to the release or retention of the Escrow Amount and ROFR Conveyances and shall be entitled in its sole and arbitrary discretion, in the event of a dispute arising in respect of the Escrow Amount and ROFR Conveyances, or any portion thereof, or otherwise in respect of this Agreement, to interplead any such dispute at the Court.

## 5.4 **Acknowledgement Respecting the Escrow Agent**

- (a) Purchaser acknowledges that:
  - (i) the Escrow Agent or its servants, agents or associates have provided legal advice and related services to Vendor in connection with the transactions contemplated in the Sale Agreement and this Agreement and agrees that the Escrow Agent may continue to provide legal advice and related services to Vendor in connection with such agreements in all circumstances, including in relation to any disputes that may arise between Vendor and Purchaser;
  - (ii) the duties of the Escrow Agent hereunder are purely mechanical; and
  - (iii) the Escrow Agent is acting hereunder for the convenience of the Parties and shall not be impeached or accountable because of any conflicting or potentially conflicting duties to Vendor or any advice provided to it.
- (b) The Parties acknowledge further that:
  - (i) all costs and expenses incurred by the Escrow Agent in performing its duties hereunder shall be paid by the Parties, each as to one half of such costs and expenses, and will be those usually charged in performing legal services which will be based on the Escrow Agent's standard hourly rates in effect from time to time; and

- (ii) all Expenses for which Vendor and Purchaser are made severally liable pursuant to Section 5.1(d) shall, as between Vendor and Purchaser, be shared each as to one-half of such Expenses.

## 5.5 Compliance with Orders

If any dispute arises out of this Agreement or any process is commenced against the subject matter of this Agreement, including court orders, garnishees or any other processes, the Escrow Agent is hereby empowered and entitled to comply with any orders, writs, judgements or decrees or, if it sees fit, to deliver the subject matter of the escrow to the Court.

## ARTICLE 6 OTHER MATTERS

### 6.1 Governing Law

This Agreement shall, in all respects, be subject to, interpreted, construed and enforced in accordance with and under the laws of the Province of Alberta and applicable laws of Canada and shall, in all respects, be treated as a contract made in the Province of Alberta. The Parties irrevocably attorn and submit to the exclusive jurisdiction of the courts of the Province of Alberta and courts of appeal therefrom in respect of all matters arising out of or in connection with this Agreement.

### 6.2 Enurement

This Agreement shall be binding upon and shall enure to the benefit of the Parties and their respective administrators, trustees, receivers, successors and permitted assigns and transferees.

### 6.3 Amendment/Waiver

This Agreement or any provision hereof may be amended or waived only by written instrument duly signed by the Parties.

### 6.4 Assignment

No Party may assign its rights hereunder without the prior written consent of the other Parties.

### 6.5 Notices

The addresses for service and the fax numbers of the Parties shall be as follows:

- |                       |   |
|-----------------------|---|
| (a) If to the Vendor: | Alvarez & Marsal Canada Inc.<br>Suite 1110, 250 – 6th Avenue SW<br>Calgary, AB T2P 3H7<br>Attention: Orest Konowalchuk<br>Fax: (403) 538-7551<br>Email: <a href="mailto:okonowalchuk@alvarezandmarsal.com">okonowalchuk@alvarezandmarsal.com</a>          |
| With a copy to:       | Norton Rose Fulbright Canada LLP<br>3700, 400 - 3rd Avenue S.W.<br>Calgary AB T2P 4H2<br>Attention: Howard Gorman, Q.C.<br>Fax: (403) 264-5973<br>Email: <a href="mailto:Howard.Gorman@nortonrosefulbright.com">Howard.Gorman@nortonrosefulbright.com</a> |

- (b) If to the Purchaser: Tantalus Energy Corp.  
1510, 555 – 4th Avenue SW  
Calgary, AB T2P 3E7  
Attention: Brad Golinowski  
Email: [bg@tantalusenergy.com](mailto:bg@tantalusenergy.com)
- With a copy to: Gowling WLG (Canada) LLP  
Suite 1600, 421 7th Avenue SW  
Calgary AB T2P 4K9  
Attention: Tom Cumming  
Fax: (403) 695 3538  
Email: [tom.cumming@gowlingwlg.com](mailto:tom.cumming@gowlingwlg.com)
- (c) If to the Escrow Agent: Norton Rose Fulbright Canada LLP  
3700, 400 - 3rd Avenue S.W.  
Calgary AB T2P 4H2  
Attention: Howard Gorman, Q.C.  
Fax: (403) 264-5973  
Email: [Howard.Gorman@nortonrosefulbright.com](mailto:Howard.Gorman@nortonrosefulbright.com)

All notices, communications and statements required, permitted or contemplated hereunder shall be in writing, and shall be delivered as follows:

- (i) by personal service on a Party at such Party's address, in which case the item so served shall be deemed to have been received by that Party when personally served;
- (ii) by confirmed facsimile transmission to a Party to its fax number, in which case the item so transmitted shall be deemed to have been received by that Party when transmitted; or
- (iii) except in the event of an actual or threatened postal strike or other labour disruption that may affect mail service, by mailing first class registered post, postage prepaid, to a Party, in which case the item so mailed shall be deemed to have been received by that Party on the third Business Day following the date of mailing.

A Party may from time to time change its address for service or its fax number or both by giving written notice of such change to the other Parties in accordance with the provisions hereof.

## 6.6 Counterpart and Facsimile

This Agreement may be executed in separate counterparts and delivered by facsimile and each counterpart when so executed and delivered will be deemed to be an original, all of which when taken together will constitute one and the same instrument, and production of an originally-executed or facsimile copy of each counterpart execution page will be sufficient for purposes of proof of the execution and delivery of this Agreement. Any Party delivering this Agreement by facsimile undertakes to deliver, within a reasonable time, an executed original.

IN WITNESS WHEREOF the Parties have executed this Agreement as of the day and year first above-written.

**ALVAREZ & MARSAL CANADA INC.**, solely  
in its capacity as the receiver and manager of  
**MANITOK ENERGY INC.** and not in its  
personal or corporate capacity

**TANTALUS ENERGY CORP.**

Per: \_\_\_\_\_  
Name:  
Title:

Per: \_\_\_\_\_  
Name:  
Title:

Per: \_\_\_\_\_  
Name:  
Title:

**NORTON ROSE FULBRIGHT CANADA LLP**

Per: \_\_\_\_\_  
Name:  
Title:

**This is Schedule “A” to the ROFR Escrow Agreement made [•], 2018 among ALVAREZ & MARSAL CANADA INC., solely in its capacity as the receiver and manager of MANITOK ENERGY INC., and not in its personal or corporate capacity, TANTALUS ENERGY CORP. and NORTON ROSE FULBRIGHT CANADA LLP, AS ESCROW AGENT**

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UNEXPIRED ROFRS, ROFR ACTIONS, AND ALLOCATION OF ESCROW AMOUNT/PURCHASE PRICE

**This is Schedule “B” to the ROFR Escrow Agreement made [●], 2018 among ALVAREZ & MARSAL CANADA INC., solely in its capacity as the receiver and manager of MANITOK ENERGY INC., and not in its personal or corporate capacity, TANTALUS ENERGY CORP. and NORTON ROSE FULBRIGHT CANADA LLP, AS ESCROW AGENT**

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FORM OF JOINT INSTRUCTION

**JOINT INSTRUCTION**

**TO:** Norton Rose Fulbright Canada LLP  
Suite 3700, 400 – 3<sup>rd</sup> Avenue SW  
Calgary, AB T2P 4H2  
Attention: Howard Gorman, Q.C.

**RE: ROFR Escrow Agreement dated as of [●], 2018 among Vendor, Purchaser, and Escrow Agent (the “ROFR Escrow Agreement”)**

---

All capitalized terms used herein will have the meaning ascribed to such terms in the ROFR Escrow Agreement (including those capitalized terms which, as set forth therein, are defined in the Sale Agreement).

The undersigned hereby unconditionally and irrevocably direct you as Escrow Agent, in accordance with the ROFR Escrow Agreement, that the conditions have been fulfilled or waived which relate to the Affected Assets set forth in Exhibit “A” hereto and that the appropriate ROFR Conveyances and Escrow Amount as set forth in Exhibit “A” are to be released in accordance with Section 4.1[(a)/(b)/(c)] of the ROFR Escrow Agreement and upon such release the Escrow Agent is discharged as Escrow Agent relating thereto.

This Joint Instruction may be executed and delivered by facsimile or other electronic means and in any number of counterparts and each such counterpart shall be deemed to be an original document, but all such counterparts together shall constitute one and the same document.

DATED this [●] day of [●], [●].

**ALVAREZ & MARSAL CANADA INC.**, solely in  
its capacity as the receiver and manager of  
**MANITOK ENERGY INC.** and not in its personal  
or corporate capacity

**TANTALUS ENERGY CORP.**

Per: \_\_\_\_\_  
Name:  
Title:

Per: \_\_\_\_\_  
Name:  
Title:

## Exhibit "A"

Affected Assets

Affected Assets	ROFR Conveyances	Escrow Amount
[●]	[●]	[●]
[●]	[●]	[●]
[●]	[●]	[●]



**APPENDIX B**

Amending Agreement (Manitok PSA)

## WAIVER AND AMENDING AGREEMENT

**THIS WAIVER AND AMENDING AGREEMENT** is made effective the 14<sup>th</sup> day of December, 2018.

**BETWEEN:**

**ALVAREZ & MARSAL CANADA INC.**, solely in its capacity as the receiver and manager of **MANITOK ENERGY INC.**, and not in its personal or corporate capacity (hereinafter referred to as "**Vendor**")

- and –

**TANTALUS ENERGY CORP.**, a corporation incorporated under the laws of the Province of Alberta (hereinafter referred to as "**Purchaser**" and collectively with Vendor, the "**Parties**", and each, a "**Party**")

**WHEREAS:**

- A. Vendor and Purchaser entered into a Purchase and Sale Agreement dated November 23, 2018 (the "**Sale Agreement**") pursuant to which Vendor agreed to sell the Assets to Purchaser pursuant to the terms and conditions set out in the Sale Agreement.
- B. Vendor and Purchaser desire to amend the Sale Agreement on the terms and conditions herein contained.
- C. Vendor and Purchaser desire to acknowledge the waiver by Purchaser of certain conditions contained in the Sale Agreement.

**NOW THEREFORE**, in consideration of the recitals and the mutual covenants and agreements set forth in this Amending Agreement and for such other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

- 1. **Definitions.** Unless otherwise specified herein or the context otherwise requires, capitalized terms utilized herein, including the recitals hereof, will have the meanings given to them in the Sale Agreement.
- 2. **Amendment to the Sale Agreement.** Effective as of November 23, 2018, the Parties hereby agree that the Sale Agreement is hereby amended as follows:
  - (a) section 1.1 (n) shall be amended to delete "December 14, 2018" and replace it with "January 25, 2019";
  - (b) section 1.1(uu) shall be amended to add the following to the definition of "Permitted Encumbrances":
 

“(xxi) a security interest in favour of Rocky Mountain GTL registered in the Personal Property Registry of Alberta as registration number 18013022132 on January 30, 2018 in respect of Carseland Sales Line, license 57939, segment 5 from 16-21-022-25-W4 to 01-29-022-26-W4 and all other tangible depreciable property and assets used, or intended to be used, solely in connection therewith and all property and assets related thereto;”
  - (c) section 3.2 shall be amended to delete "December 15, 2018" and replace it with "January 25, 2019";

(d) the following Leases shall be deleted from Schedule "A" and, for greater certainty, do not form part of the Assets:

- (i) Crown Licence #5517010140 dated January 12, 2017,
- (ii) Crown Agreement #119151 dated January 25, 1960,
- (iii) Crown Agreement #121928 dated October 31, 1960,
- (iv) Crown Lease #0610080562 dated August 19, 2010, and

Pages 23 to 37 of the Mineral Property Report appended to Schedule "A" of the Sale Agreement are hereby replaced with the pages appended hereto in Appendix A;

(e) the following pipelines shall be added to Schedule "B" of the Sale Agreement and for greater certainty, form part of the Assets:

- (i) a pipeline in the Rockyford area, license no. 57272-1, from location 16-17-023-23W4 (well) to location 09-08-23-23W4 (satellite), licensed to Manito, diameter 88.9, length 1.6km, and
- (ii) a pipeline in the Rockyford area, license no. 57272-2, from location 16-17-023-23W4 (pipeline) to location 09-08-23-23W4 (pipeline), licensed to Manito, diameter 88.9, length 2.06km;

(f) the following wells and pipelines shall be deleted from Schedule "B" of the Sale Agreement and for greater certainty, do not form part of the Assets:

- (i) a well in the Carseland area, license no. 0278778, CPA Pretty Well ID 100/13-11-022-25W4/00, identified as MNK HERRON 13-11-22-25, surface location 14-11-022-25W4,
- (ii) a well in the Wildcat Hills area, license no. 0155130, CPA Pretty Well ID 100/08-17-026-05W5/00, identified as MNK WCATH 8-17-26-5, surface location 02-17-026-05W5, producing zone VKNS,
- (iii) a pipeline in the Wayne area, license no. 27754-28, from location 06-09-029-21W4 (well) to location 12-34-028-21W4 (well), licensed to Manito, diameter 114.3 mm, length 1 km,
- (iv) a pipeline in the Wayne area, license no. 27754-30, from location 15-27-028-21W4 (blind end) to location 09-27-028-21W4 (satellite), licensed to Manito, diameter 114.3 mm, length 3 km,
- (v) a pipeline in the Wayne area, license no. 27754-36, from location 06-09-029-21W4 (well) to location 06-09-029-21W4 (pipeline), licensed to Manito, diameter 114.3 mm, length 0.13 km,
- (vi) a pipeline in the Wayne area, license no. 27754-39, from location 06-09-029-21W4 (well) to location 12-34-028-21W4 (satellite), licensed to Manito, diameter 168.3 mm, length 3.14 km, and
- (vii) a pipeline in the Wayne area, license no. 57273-15, from location 09-27-028-21W4 (pipeline) to location 15-27-028-21W4 (satellite), licensed to Manito, diameter 60.3 mm, length 0.4 km, and

- (g) Schedule "H" of the Sale Agreement is hereby amended and restated and is replaced by Schedule "H" appended hereto as Appendix B.
3. **Waiver.** The Purchaser acknowledges and agrees that the Purchaser's condition in section 3.3(b) of the Sale Agreement is hereby waived as of the date of this Waiver and Amending Agreement.
  4. **Caveats.** Notwithstanding the waiver in section 3 hereto, the Vendor shall cooperate with the Purchaser in the Purchaser's preparation of any caveats to be registered in relation to the Assets, and agrees to submit same for registration with Land Titles within two (2) Business Days of receipt of confirmation from Land Titles of the registration of the Appointment Order. The corresponding costs in relation to the preparation and registration of such caveats, shall be borne equally between Vendor and Purchaser. Vendor shall have no further obligations with respect to such caveats once same have been submitted for registration with Land Titles.
  5. **Headings.** The headings used in this Waiver and Amending Agreement are inserted for convenience of reference only and shall not affect the construction or interpretation of this Amending Agreement.
  6. **Severability.** If any term or other provision of this Waiver and Amending Agreement is invalid, illegal or incapable of being enforced under any applicable law, such provision shall be ineffective only to the extent of such invalidity, illegality or unenforceability and all other conditions and provisions of this Waiver and Amending Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby, taken as a whole, is not affected thereby in a materially adverse manner with respect to either party hereto.
  7. **Amendment or Waiver.** This Waiver and Amending Agreement may be amended, modified, supplemented, restated or discharged (and the provisions hereof may be waived) only by one or more instruments in writing signed by the Party against whom enforcement of the amendment, modification, supplement, restatement, discharge or waiver is sought.
  8. **Further Assurances.** The Parties shall take such further reasonable actions and shall execute, acknowledge and deliver all such further documents that are reasonably necessary or appropriate to consummate the transactions contemplated hereby.
  9. **Governing Law.** This Waiver and Amending Agreement shall in all respect be subject to and be interpreted, construed and enforced in accordance with the laws in effect in the Province of Alberta and the federal laws of Canada applicable therein. The Parties irrevocably attorn and submit to the jurisdiction of the courts of the Province of Alberta and courts of appeal therefrom in respect of all matters arising out of this Agreement.
  10. **Amendments and Supplements.** Any reference herein to this Waiver and Amending Agreement shall be deemed to include reference to the same as it may be amended, modified and supplemented from time to time.
  11. **Enurement.** This Waiver and Amending Agreement shall be binding upon and enure to the benefit of the Parties and their respective successors and permitted assigns.
  12. **Continuing Effect.** Each of the Parties acknowledges and agrees that the Sale Agreement, as amended by this Waiver and Amending Agreement, shall be and continue in full force and effect and is hereby confirmed, and the rights and obligations of the Parties thereunder shall not be affected or prejudiced in any manner except as specifically provided for herein.

13. **Counterpart Execution.** This Waiver and Amending Agreement may be executed and delivered in counterpart and transmitted by facsimile or other electronic means and all such executed counterparts, including electronically transmitted copies of such counterparts, shall together constitute one and the same agreement.

**IN WITNESS WHEREOF**, the Parties have executed this Waiver and Amending Agreement as of the date first above written.

**ALVAREZ & MARSAL CANADA INC.**, solely in its capacity as the receiver and manager of **MANITOK ENERGY INC.** and not in its personal or corporate capacity

**TANTALUS ENERGY CORP.**



Per: \_\_\_\_\_  
Name: Orest Konowalchuk, LIT  
Title: Senior Vice President

Per: \_\_\_\_\_  
Title: \_\_\_\_\_

- 4 -

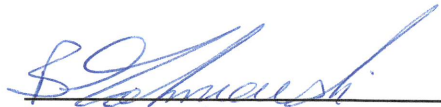
13. **Counterpart Execution.** This Waiver and Amending Agreement may be executed and delivered in counterpart and transmitted by facsimile or other electronic means and all such executed counterparts, including electronically transmitted copies of such counterparts, shall together constitute one and the same agreement.

**IN WITNESS WHEREOF**, the Parties have executed this Waiver and Amending Agreement as of the date first above written.

**ALVAREZ & MARSAL CANADA INC.**, solely in its capacity as the receiver and manager of **MANITOK ENERGY INC.** and not in its personal or corporate capacity

**TANTALUS ENERGY CORP.**

Per: \_\_\_\_\_  
Name: Orest Konowalchuk, LIT  
Title: Senior Vice President

Per:   
Title: Brad Golinaowski  
Director

**APPENDIX A ATTACHED TO THE WAIVER AND AMENDING AGREEMENT MADE EFFECTIVE THE  
14<sup>TH</sup> DAY OF DECEMBER, 2018 BETWEEN ALVAREZ & MARSAL CANADA INC., SOLELY IN ITS  
CAPACITY AS THE RECEIVER AND MANAGER OF MANITOK ENERGY INC., AND TANTALUS  
ENERGY CORP.**

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See the attached fifteen (15) pages.

Report Date: Nov 27, 2018

Page Number: 23

\*\*REPORTED IN HECTARES\*\*

# MANITOK ENERGY, INC. Mineral Property Report

Province: ALBERTA

Area : CORDEL/STOLBERG

## BASE AREA ASSETS (NOV 27, 2018)

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held

(cont'd)

M00569

Sub: D UNDEVELOPED Dev: 0.000 0.000 Undev: 128.000 6.400

M00575 LICENCE CR Eff: Jan 12, 2017 256.000 WI TWP 41 RGE 14 W5M SEC 12  
 Sub: A WI Exp: Jan 11, 2022 256.000 MANITOK 100.00000000 ALL PNG TO BASE TRIASSIC;  
 ACTIVE 5517010140 256.000 ALL PNG BELOW BASE RUNDLE\_GROUP  
 MANITOK  
 100.00000000 MANITOK  
 Total Rental: 896.00  
 Removed

Status Hectares Net Hectares Net  
 UNDEVELOPED Dev: 0.000 0.000 Undev: 256.000 256.000

M00569 PNG CR Eff: Apr 27, 1971 128.000 C00309 C No WI TWP 41 RGE 14 W5M SEC 14  
 Sub: C WI Exp: Apr 26, 1981 128.000 MANITOK 5.00000000 ALL PNG BELOW BASE CARDIUM TO  
 ACTIVE 24492 Ext: 15 6.400 CANLIN 50.00000000 BASE MANNVILLE  
 MANITOK  
 100.00000000 CANLIN  
 IKKUMA 40.41670000  
 TAQA NORT 4.58330000

Total Rental: 448.00

Status Hectares Net Hectares Net  
 UNDEVELOPED Dev: 0.000 0.000 Undev: 128.000 6.400

M00569 PNG CR Eff: Apr 27, 1971 128.000 C00309 E No WI TWP 41 RGE 14 W5M SEC 14  
 Sub: E WI Exp: Apr 26, 1981 128.000 MANITOK 5.00000000 ALL PNG FROM TOP SURFACE TO  
 ACTIVE 24492 Ext: 15 6.400 CANLIN 50.00000000 BASE CARDIUM  
 MANITOK  
 100.00000000 CANLIN  
 BRIKO 40.41670000  
 TAQA NORT 4.58330000



Report Date: Nov 27, 2018

Page Number: 24

\*\*REPORTED IN HECTARES\*\*

# MANITOK ENERGY. INC. Mineral Property Report

Province: ALBERTA

Area : CORDEL/STOLBERG

## BASE AREA ASSETS (NOV 27, 2018)

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held

(cont'd)

M00569

Sub: E

Total Rental: 448.00

Status	Hectares	Net	Hectares	Net
UNDEVELOPED Dev:	0.000	0.000 Undev:	128.000	6.400

M00567	PNG	CR	Eff: Apr 27, 1971	256.000	C00197 C Yes	WI	TWP 41 RGE 14 W5M SEC 15
Sub: A	WI - TRUST		Exp: Apr 26, 1981	256.000	MANITOK	22.40088000	ALL PNG FROM BASE CARDIUM TO
ACTIVE	24827		Ext: 15	186.692	CNRL	5.49714800	BASE MANNVILLE
	MANITOK				TAQA NORT	19.94130700	
100.00000000	IKKUMA				IKKUMA		
					NUVISTA ENERGY	1.63500000	
					MANITOK	* 50.52566500	

Total Rental: 896.00

Status	Hectares	Net	Hectares	Net
UNDEVELOPED Dev:	0.000	0.000 Undev:	256.000	186.692

M00567	PNG	CR	Eff: Apr 27, 1971	0.000	C00197 H Yes	WI	TWP 41 RGE 14 W5M SEC 15
Sub: B	WI - TRUST		Exp: Apr 26, 1981	0.000	MANITOK	23.68588000	ALL PNG FROM TOP SURFACE TO
ACTIVE	24827		Ext: 15	0.000	CNRL	5.49714800	BASE CARDIUM
	MANITOK				TAQA NORT	20.29130700	
100.00000000	IKKUMA				IKKUMA		
		Count Acreage = No			MANITOK	* 50.52566500	

Total Rental: 0.00

Report Date: Nov 27, 2018

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\*\*REPORTED IN HECTARES\*\*

# MANITOK ENERGY, INC. Mineral Property Report

Province: ALBERTA

Area : CORDEL/STOLBERG

## BASE AREA ASSETS (NOV 27, 2018)

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held

(cont'd)

M00567

Sub: B

Status

UNDEVELOPED Dev:

Hectares

0.000

Net

0.000

Undev:

Hectares

0.000

Net

0.000

M00568

PNG

CR

Eff: Apr 27, 1971

128.000

C00197 D Yes

WI

TWP 41 RGE 14 W5M SEC 16

Sub: A

WI - TRUST

Exp: Apr 26, 1981

128.000

MANITOK

\*

43.16880000

ALL PNG BELOW BASE CARDIUM TO

ACTIVE

24828

Ext: 15

68.296

TAQA NORT

31.48120000

BASE MANNVILLE

MANITOK

15.16250000

100.00000000

IKKUMA

HUSKY

MANITOK

\*

10.18750000

Total Rental: 448.00

Status

UNDEVELOPED Dev:

Hectares

0.000

Net

0.000

Undev:

Hectares

128.000

Net

68.296

M00568

PNG

CR

Eff: Apr 27, 1971

128.000

C00197 I Yes

WI

TWP 41 RGE 14 W5M SEC 16

Sub: B

WI - TRUST

Exp: Apr 26, 1981

128.000

MANITOK

\*

43.16880000

ALL PNG FROM TOP SURFACE TO

ACTIVE

24828

Ext: 15

68.296

TAQA NORT

31.48120000

BASE CARDIUM

MANITOK

15.16250000

100.00000000

IKKUMA

HUSKY

MANITOK

\*

10.18750000

Total Rental: 448.00

Status

UNDEVELOPED Dev:

Hectares

0.000

Net

0.000

Undev:

Hectares

128.000

Net

68.296

Report Date: Nov 27, 2018

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\*\*REPORTED IN HECTARES\*\*

# MANITOK ENERGY, INC. Mineral Property Report

## BASE AREA ASSETS (NOV 27, 2018)

Province: ALBERTA

Area : CORDELSTOLBERG

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held

~~M00565 PNG CR Eff: Jan 25, 1960 128.000 C00096 F Yes WI TWP 41 RGE 14 W5M E 19~~  
~~Sub: B WI - TRUST Exp: Jan 24, 1981 128.000 MANITOK \* 45.00000000 ALL PNG FROM TOP SURFACE TO~~  
~~ACTIVE 119151 Ext: 15 57.600 CANLIN 55.00000000 BASE MANNVILLE~~  
~~MANITOK~~  
~~100.00000000 HUSKY~~  
~~Total Rental: 448.00~~

REMOVED

Status UNDEVELOPED Dev: Hectares 0.000 Net 0.000 Undev: Hectares 128.000 Net 57.600

~~M00565 PNG CR Eff: Jan 25, 1960 1,536.000 C00096 F Yes WI TWP 41 RGE 14 W5M 20, 21, 28,~~  
~~Sub: A WI - TRUST Exp: Jan 24, 1981 1,536.000 MANITOK \* 45.00000000 29, E 30, E 31, 32~~  
~~ACTIVE 119151 Ext: 15 691.200 CANLIN 55.00000000 ALL PNG FROM TOP SURFACE TO~~  
~~MANITOK~~  
~~100.00000000 HUSKY~~  
~~Total Rental: 5376.00~~

REMOVED

Status UNDEVELOPED Dev: Hectares 0.000 Net 0.000 Undev: Hectares 1,536.000 Net 691.200

~~M00565 PNG CR Eff: Jan 25, 1960 128.000 C00197 A Yes WI TWP 41 RGE 14 W5M W 22~~  
~~Sub: C WI Exp: Jan 24, 1981 128.000 MANITOK 47.62905400 ALL PNG FROM TOP SURFACE TO~~  
~~ACTIVE 119151 Ext: 15 60.965 CNRI 18.05511600 BASE MANNVILLE~~  
~~MANITOK~~  
~~100.00000000 HUSKY~~  
~~CANLIN 8.65474700~~  
~~GAS SUPPLY 11.08600000~~  
~~TACIA NORT 14.66108300~~  
~~Total Rental: 448.00~~

REMOVED

Status Hectares Net Hectares Net

Report Date: Nov 27, 2018

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# MANITOK ENERGY, INC. Mineral Property Report

Province: ALBERTA

Area : CORDEL/STOLBERG

## BASE AREA ASSETS (NOV 27, 2018)

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held

(cont'd)

M00565  
Sub: C UNDEVELOPED Dev: 0.000 0.000 Undev: 128.000 60.965

~~M00565 PNG CR Eff: Jan 25, 1960 0.000 C00197 A Yes WI TWP 41 RGE 14 W5M W 22~~  
~~Sub: E WI Exp: Jan 24, 1981 0.000 MANITOK 47.62905400 ALL PNG FROM TOP SURFACE TO~~  
~~ACTIVE 119151 Ext: 15 0.000 CNRL 18.05511600 BASE CARDIUM~~  
~~100.00000000 HUSKY CANLIN 8.65474700~~  
~~GAS SUPPLY 11.00000000~~  
~~TAQA NORT 14.66108300~~

REMOVED

Total Rental: 0.00

Status	Hectares	Net	Hectares	Net
UNDEVELOPED Dev:	0.000	0.000	0.000	0.000

M00566 PNG CR Eff: Apr 27, 1971 128.000 C00197 B Yes WI TWP 41 RGE 14 W5M E 22  
Sub: A WI Exp: Apr 26, 1981 128.000 MANITOK 47.62905400 ALL PNG FROM TOP SURFACE TO  
ACTIVE 24830 Ext: 15 60.965 CNRL 18.05511600 BASE CARDIUM  
100.00000000 MANITOK CANLIN 8.65474700  
IKKUMA GAS SUPPLY 11.00000000  
TAQA NORT 14.66108300

Total Rental: 448.00

Status	Hectares	Net	Hectares	Net
UNDEVELOPED Dev:	0.000	0.000	128.000	60.965

M00566 PNG CR Eff: Apr 27, 1971 0.000 C00197 E Yes WI TWP 41 RGE 14 W5M E 22

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# MANITOK ENERGY. INC. Mineral Property Report

Province: ALBERTA  
Area : CORDEL/STOLBERG

## BASE AREA ASSETS (NOV 27, 2018)

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held

(cont'd)

M00566  
**Sub:** B WI **Exp:** Apr 26, 1981 0.000 MANITOK \* 47.62905400  
 ACTIVE 24830 **Ext:** 15 0.000 CNRL 18.05511600  
 MANITOK 8.65474700  
 100.00000000 IKKUMA **Count Acreage =** No GAS SUPPLY 11.00000000  
 TAQA NORT 14.66108300  
 Total Rental: 0.00

<b>Status</b>		<b>Hectares</b>	<b>Net</b>		<b>Hectares</b>	<b>Net</b>
	<b>Dev:</b>	0.000	0.000	<b>Undev:</b>	0.000	0.000

M00570 PNG CR **Eff:** Jun 09, 1972 256.000 WI  
**Sub:** A RI **Exp:** Jun 08, 1982 256.000 HUSKY 100.00000000  
 ACTIVE 28950 **Ext:** 15 0.000  
 MANITOK  
 100.00000000 HUSKY  
 Total Rental: 896.00

<b>Status</b>		<b>Hectares</b>	<b>Net</b>		<b>Hectares</b>	<b>Net</b>
UNDEVELOPED	<b>Dev:</b>	0.000	0.000	<b>Undev:</b>	256.000	0.000

M00570 PNG CR **Eff:** Jun 09, 1972 0.000 WI  
**Sub:** B RI **Exp:** Jun 08, 1982 0.000 HUSKY 100.00000000  
 ACTIVE 28950 **Ext:** 15 0.000  
 MANITOK  
 100.00000000 HUSKY  
 Total Rental: 0.00

<b>Status</b>		<b>Hectares</b>	<b>Net</b>		<b>Hectares</b>	<b>Net</b>
UNDEVELOPED	<b>Dev:</b>	0.000	0.000	<b>Undev:</b>	0.000	0.000

Report Date: Nov 27, 2018

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# MANITOK ENERGY. INC. Mineral Property Report

Province: ALBERTA  
Area : CORDEL/STOLBERG

## BASE AREA ASSETS (NOV 27, 2018)

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held

(cont'd)

M00570

Sub: B

M00571	PNG	CR	Eff: Apr 27, 1971	128.000	C00197 F Yes	WI	TWP 41 RGE 14 W5M E 27
Sub: A	WI		Exp: Apr 26, 1981	128.000	MANITOK	21.24360000	ALL PNG FROM TOP SURFACE TO
ACTIVE	24830A		Ext: 15	27.192	CANLIN	60.00000000	BASE MANNVILLE
	MANITOK				TAQA NORT	18.75640000	
100.00000000	CANLIN						

Total Rental: 448.00

Status	Hectares	Net	Hectares	Net
UNDEVELOPED Dev:	0.000	0.000	Undev: 128.000	27.192

M00572	PNG	CR	Eff: Jan 25, 1960	128.000	C00197 G Yes	WI	TWP 41 RGE 14 W5M W 27
Sub: A	WI		Exp: Jan 24, 1970	128.000	MANITOK	24.00220000	ALL PNG FROM TOP SURFACE TO
ACTIVE	119151A		Ext: 15	30.723	CANLIN	54.83440000	BASE MANNVILLE
	MANITOK				TAQA NORT	21.16340000	
100.00000000	CANLIN						

Total Rental: 448.00

Status	Hectares	Net	Hectares	Net
UNDEVELOPED Dev:	0.000	0.000	Undev: 128.000	30.723

M00123	PNG	CR	Eff: Jul 14, 2011	64.000		WI	TWP 41 RGE 14 W5M NW 31
Sub: A	WI		Exp: Jul 13, 2016	64.000	MANITOK	100.00000000	
ACTIVE	0611070231		Ext: 15	64.000			ALL PNG IN CARDIUM
	MANITOK						
100.00000000	MANITOK						

Total Rental: 224.00

Report Date: Nov 27, 2018

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# MANITOK ENERGY, INC. Mineral Property Report

Province: ALBERTA

Area : CORDEL/STOLBERG

## BASE AREA ASSETS (NOV 27, 2018)

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held

(cont'd)

M00123

Sub: A	Status		Hectares	Net		Hectares	Net
	UNDEVELOPED	Dev:	0.000	0.000	Undev:	64.000	64.000

M00565	PNG	CR	Eff: Jan 25, 1960	256.000	C00266	A	Yes	WI	TWP 41 RGE 14 W5M SEC 33
Sub: D	WI - TRUST		Exp: Jan 24, 1981	256.000	MANITOK		*	24.16660000	ALL PNG FROM TOP SURFACE TO
ACTIVE	119151		Ext: 15	61.866	CANLIN			75.83340000	BASE MANNVILLE
	MANITOK				HUSKY				
100.00000000	HUSKY								

Total Rental: 896.00

	Status		Hectares	Net		Hectares	Net
	UNDEVELOPED	Dev:	0.000	0.000	Undev:	256.000	61.866

M00479	PNG	CR	Eff: Feb 23, 1984	256.000	C00207	A	Yes	WI	TWP 41 RGE 15 W5M SEC 35
Sub: A	WI - TRUST		Exp: Feb 22, 1989	256.000	MANITOK		*	96.50000000	ALL PNG FROM TOP SURFACE TO
ACTIVE	0684020290		Ext: 15	247.040	CNRNAP			3.50000000	BASE MANNVILLE
	MANITOK				HUSKY				
100.00000000	HUSKY								

Total Rental: 896.00

	Status		Hectares	Net		Hectares	Net
	DEVELOPED	Dev:	256.000	247.040	Undev:	0.000	0.000

M00063	PNG	CR	Eff: Aug 19, 2010	64.000	C00026	E	No	WI	TWP 42 RGE 15 W5M NW 1
Sub: A	WI		Exp: Aug 18, 2015	64.000	MANITOK			93.00000000	PNG IN CARDIUM
ACTIVE	0610080560		Ext: 15	59.520	PETRUS			7.00000000	(PRODUCTION FROM
	MANITOK								100/03-12-042-15W5/00 &

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# MANITOK ENERGY, INC. Mineral Property Report

## BASE AREA ASSETS (NOV 27, 2018)

Province: ALBERTA

Area : CORDEL/STOLBERG

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held
(cont'd)							
M00063							
Sub: A							
100.00000000	MANITOK			Total Rental:	224.00		100/03-12-042-15W5/02 WELLS)
	Status		Hectares	Net		Hectares	Net
	DEVELOPED	Dev:	64.000	59.520	Undev:	0.000	0.000
M00063	PNG	CR	Eff: Aug 19, 2010	64.000	C00026 F No	WI	TWP 42 RGE 15 W5M NE 1
Sub: C	WI		Exp: Aug 18, 2015	64.000	MANITOK	91.60000000	
ACTIVE	0610080560		Ext: 15	58.624	PETRUS	8.40000000	ALL PNG IN CARDIUM
	MANITOK						(PRODUCTION FROM
100.00000000	MANITOK			Total Rental:	224.00		100/09-01-042-15W5/00 &
	Status		Hectares	Net		Hectares	Net
	DEVELOPED	Dev:	64.000	58.624	Undev:	0.000	0.000
M00063	PNG	CR	Eff: Aug 19, 2010	64.000	C00158 A No	NCPOOL	TWP 42 RGE 15 W5M NE 1
Sub: F	WI		Exp: Aug 18, 2015	64.000	MANITOK	45.80000000	
ACTIVE	0610080560		Ext: 15	29.312	PETRUS	4.20000000	ALL PNG IN CARDIUM
	MANITOK				CANLIN	27.50000000	(EXCLUDING
100.00000000	MANITOK	Count Acreage =	No		BRIKO	22.50000000	100/09-01-042-15W5/00,
				Total Rental:	0.00		100/09-01-042-15W5/02,
	Status		Hectares	Net		Hectares	Net
	DEVELOPED	Dev:	64.000	29.312	Undev:	0.000	0.000
M00063	PNG	CR	Eff: Aug 19, 2010	64.000	C00158 B No	NCPOOL	TWP 42 RGE 15 W5M NE 1



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# MANITOK ENERGY, INC. Mineral Property Report

Province: ALBERTA

Area : CORDEL/STOLBERG

## BASE AREA ASSETS (NOV 27, 2018)

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held

(cont'd)

M00063

Sub: G	WI	Exp: Aug 18, 2015	64.000	MANITOK	45.80000000	
ACTIVE	0610080560	Ext: 15	29.312	PETRUS	26.70000000	ALL PNG IN CARDIUM
	MANITOK			CANLIN	27.50000000	(PRODUCTION FROM
100.00000000	MANITOK	Count Acreage = No				103/16-01-042-15W5/03 WELLBORE)
		Total Rental:	0.00			

Status		Hectares	Net		Hectares	Net
DEVELOPED	Dev:	64.000	29.312	Undev:	0.000	0.000

M00063	PNG	CR	Eff: Aug 19, 2010	64.000	C00026 F No	WI	TWP 42 RGE 15 W5M SE 1
Sub: H	WI	Exp: Aug 18, 2015	64.000	MANITOK	91.60000000		
ACTIVE	0610080560	Ext: 15	58.624	PETRUS	8.40000000	ALL PNG IN CARDIUM	
	MANITOK						
100.00000000	MANITOK	Total Rental:	224.00				

Status		Hectares	Net		Hectares	Net
UNDEVELOPED	Dev:	0.000	0.000	Undev:	64.000	58.624

M00063	PNG	CR	Eff: Aug 19, 2010	128.000	C00026 F No	WI	TWP 42 RGE 15 W5M NW 1
Sub: I	WI	Exp: Aug 18, 2015	128.000	MANITOK	91.60000000		
ACTIVE	0610080560	Ext: 15	117.248	PETRUS	8.40000000	ALL PNG IN CARDIUM	
	MANITOK						
100.00000000	MANITOK	Count Acreage = No		Total Rental:	0.00		

Status		Hectares	Net		Hectares	Net
UNDEVELOPED	Dev:	0.000	0.000	Undev:	128.000	117.248

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# MANITOK ENERGY, INC. Mineral Property Report

## BASE AREA ASSETS (NOV 27, 2018)

Province: ALBERTA

Area : CORDEL/STOLBERG

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held

~~M00097 PNG CR Eff: Oct 31, 1960 0.000 C00096 H Yes WI~~  
~~Sub: G WI - TRUST Exp: Oct 30, 1981 0.000 MANITOK \* 45.00000000~~  
~~ACTIVE 121928 Ext: 15 0.000 IKKUMA 55.00000000~~  
~~MANITOK~~  
~~100.00000000 HUSKY~~

~~TWP 42 RGE 15 W5M NE 3~~  
~~(EXCL. 100/11-10-042-15W5 &~~  
~~100/12-10-042-15W5 WELLBORES)~~  
~~ALL PNG FROM TOP SURFACE TO~~  
~~BASE MANNVILLE~~

Total Rental: 0.00

REMOVED

~~Status~~  
~~UNDEVELOPED Dev: Hectares Net Hectares Net~~  
~~0.000 0.000 Undev: 0.000 0.000~~

~~M00097 PNG CR Eff: Oct 31, 1960 896.000 C00096 F Yes WI~~  
~~Sub: F WI - TRUST Exp: Oct 30, 1981 896.000 MANITOK \* 45.00000000~~  
~~ACTIVE 121928 Ext: 15 403.200 CANLIN 55.00000000~~  
~~MANITOK~~  
~~100.00000000 HUSKY~~

~~TWP 42 RGE 15 W5M SEC 9, SEC~~  
~~10, SW 15, S 16, S 17~~  
~~(EXCL. 100/11-10-042-15W5 &~~  
~~100/12-10-042-15W5 WELLBORES)~~  
~~ALL PNG FROM TOP SURFACE TO~~  
~~BASE MANNVILLE~~

Total Rental: 3136.00

REMOVED

~~Status~~  
~~UNDEVELOPED Dev: Hectares Net Hectares Net~~  
~~0.000 0.000 Undev: 896.000 403.200~~

~~M00065 PNG CR Eff: Aug 19, 2010 64.000 C00031 A No WI~~  
~~Sub: A WI Exp: Aug 18, 2015 64.000 MANITOK 100.00000000~~  
~~ACTIVE 0610080562 Ext: 15 64.000~~  
~~MANITOK~~  
~~100.00000000 MANITOK~~

~~TWP 42 RGE 15 W5M E 11~~  
~~ALL PNG FROM TOP SPIRIT\_RIVER~~  
~~TO BASE BLUESKY-BULLHEAD~~  
~~EXCL PNG IN UPPER\_MANNVILLE~~

Total Rental: 224.00

REMOVED

~~Status~~  
~~DEVELOPED Dev: Hectares Net Hectares Net~~  
~~64.000 64.000 Undev: 0.000 0.000~~

Report Date: Nov 27, 2018

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\*\*REPORTED IN HECTARES\*\*

# MANITOK ENERGY, INC. Mineral Property Report

Province: ALBERTA

Area : CORDEL/STOLBERG

## BASE AREA ASSETS (NOV 27, 2018)

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held

~~M00065 PNG CR Eff: Aug 18, 2010 64.000 C00031 B No WI TWP 42 RGE 15 W5M E 11~~  
~~Sub: C WI Exp: Aug 18, 2015 64.000 MANITOK 82.00000000 ALL PNG IN UPPER\_MANNVILLE~~  
~~ACTIVE 0610080562 Ext: 15 52.480 PETRUS 18.00000000~~  
~~MANITOK~~  
~~100.00000000 MANITOK~~  
~~Total Rental: 224.00~~

REMOVED

Status	Hectares	Net	Hectares	Net
DEVELOPED	64.000	52.480	Undev:	0.000

~~M00097 PNG CR Eff: Oct 31, 1960 128.000 C00031 A No WI TWP 42 RGE 15 W5M W 11~~  
~~Sub: A WI Exp: Oct 30, 1981 128.000 MANITOK 100.00000000 ALL PNG FROM BASE CARDIUM TO~~  
~~ACTIVE 121928 Ext: 15 128.000 EXCL PNG IN UPPER\_MANNVILLE~~  
~~MANITOK~~  
~~100.00000000 HUSKY~~  
~~Total Rental: 448.00~~

REMOVED

Status	Hectares	Net	Hectares	Net
DEVELOPED	128.000	128.000	Undev:	0.000

~~M00097 PNG CR Eff: Oct 31, 1960 0.000 C00031 B No WI TWP 42 RGE 15 W5M W 11~~  
~~Sub: B WI Exp: Oct 30, 1981 0.000 MANITOK 82.00000000 ALL PNG IN UPPER\_MANNVILLE~~  
~~ACTIVE 121928 Ext: 15 0.000 PETRUS 18.00000000~~  
~~MANITOK~~  
~~100.00000000 HUSKY~~  
~~Count Acreage = No Total Rental: 0.00~~

REMOVED

Status	Hectares	Net	Hectares	Net
DEVELOPED	0.000	0.000	Undev:	0.000

~~M00097 PNG CR Eff: Oct 31, 1960 0.000 C00082 A No WI TWP 42 RGE 15 W5M W 11~~  
~~Sub: C RI Exp: Oct 30, 1981 0.000 CANLIN 65.00000000 ALL NG IN CARDIUM~~

Report Date: Nov 27, 2018

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\*\*REPORTED IN HECTARES\*\*

# MANITOK ENERGY. INC. Mineral Property Report

Province: ALBERTA

Area : CORDEL/STOLBERG

## BASE AREA ASSETS (NOV 27, 2018)

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held

(cont'd)

M00097							
Sub: C							
ACTIVE	121928	Ext: 15	0.000	BRIKO	35.00000000		REMOVED
	CANLIN						
100.00000000	HUSKY	Count Acreage = No		Total Rental: 0.00			
	Status		Hectares	Net	Hectares	Net	
	Dev:		0.000	0.000	0.000	0.000	

M00097	PNG	CR	Eff: Oct 31, 1960	64.000	C00159 B Yes	NCPOOL	TWP 42 RGE 15 W5M NW 11
Sub: E	WI		Exp: Oct 30, 1981	64.000	MANITOK	30.00000000	ALL PETROLEUM IN CARDIUM
ACTIVE	121928	Ext: 15		19.200	PETRUS	20.00000000	
	MANITOK				BRIKO	22.50000000	
100.00000000	HUSKY				CANLIN	27.50000000	REMOVED
				Total Rental: 224.00			
	Status		Hectares	Net	Hectares	Net	
	DEVELOPED	Dev:	64.000	19.200	0.000	0.000	

M00159	LICENCE	CR	Eff: Dec 07, 1995	128.000	C00055 C Yes	WI	TWP 42 RGE 15 W5M E 11
Sub: A	WI		Exp: Dec 06, 2000	128.000	MANITOK	75.00000000	ALL PNG TO BASE CARDIUM
ACTIVE	5595120093	Ext: 15		96.000	PETRUS	25.00000000	EXCL NG IN CARDIUM
	MANITOK						
100.00000000	CANLIN			Total Rental: 448.00			
	Status		Hectares	Net	Hectares	Net	
	DEVELOPED	Dev:	128.000	96.000	0.000	0.000	

Report Date: Nov 27, 2018

Page Number: 36

\*\*REPORTED IN HECTARES\*\*

# MANITOK ENERGY, INC. Mineral Property Report

Province: ALBERTA

Area : CORDEL/STOLBERG

## BASE AREA ASSETS (NOV 27, 2018)

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held
M00159	LICENCE CR	Eff: Dec 07, 1995	128.000	C00082 A No		WI	TWP 42 RGE 15 W5M E 11
Sub: B	RI	Exp: Dec 06, 2000	128.000	CANLIN		65.000000000	ALL NG IN CARDIUM
ACTIVE	5595120093	Ext: 15	0.000	BRIKO		35.000000000	
	SUNCOR						
100.000000000	CANLIN	Count Acreage = No		Total Rental: 0.00			
	Status		Hectares	Net		Hectares	Net
	DEVELOPED	Dev:	128.000	0.000	Undev:	0.000	0.000
M00034	PNG CR	Eff: Oct 29, 2009	128.000	C00026 G No		WI	TWP 42 RGE 15 W5M W 12
Sub: B	WI	Exp: Oct 28, 2014	128.000	MANITOK		86.000000000	PNG IN CARDIUM
ACTIVE	0609100550	Ext: 15	110.080	PETRUS		14.000000000	(EXCL ALL PRODUCTION FROM
	MANITOK						100/03-12-042-15W5/00 AND /02
100.000000000	MANITOK			Total Rental: 448.00			WELLS PERFS ONLY OCCUR IN
	Status		Hectares	Net		Hectares	Net
	DEVELOPED	Dev:	64.000	55.040	Undev:	64.000	55.040
							SECTION 1-042-15W5 CONFIRMED BY
							GREG FELTHAM -M00063)
							(EXCLUDING 100/11-12-042-15W5
							PENALTY WELL)
M00034	PNG CR	Eff: Oct 29, 2009	128.000	C00026 J No		BPEN	TWP 42 RGE 15 W5M W 12
Sub: C	PEN	Exp: Oct 28, 2014	128.000	MANITOK		100.000000000	(100/12-12-042-15W5 PENALTY
ACTIVE	0609100550	Ext: 15	128.000	PETRUS			WELL)
	MANITOK						
100.000000000	MANITOK	Count Acreage = No		Total Rental: 0.00			
	Status		Hectares	Net		Hectares	Net
	DEVELOPED	Dev:	64.000	64.000	Undev:	64.000	64.000

Report Date: Nov 27, 2018

Page Number: 37

\*\*REPORTED IN HECTARES\*\*

# MANITOK ENERGY, INC. Mineral Property Report

Province: ALBERTA

Area : CORDEL/STOLBERG

## BASE AREA ASSETS (NOV 27, 2018)

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held
M00311	PNG	CR	Eff: Oct 31, 1960	64.000	C00158 A No	NCPOOL	TWP 42 RGE 15 W5M SE 12
Sub: A	WI		Exp: Oct 30, 1981	64.000	MANITOK	45.80000000	ALL PNG IN CARDIUM
ACTIVE	121924		Ext: 15	29.312	PETRUS	4.20000000	(EXCL
	MANITOK				CANLIN	27.50000000	100/100/01-12-042-15W5/00,
	HUSKY	Count Acreage = No			BRIKO	22.50000000	100/02-12-042-15W5/02 WELLBORES)

Total Rental: 0.00

Status	Hectares	Net	Hectares	Net
UNDEVELOPED	Dev:	0.000	Undev:	64.000
		0.000		29.312

M00311	PNG	CR	Eff: Oct 31, 1960	64.000	C00158 B No	NCPOOL	TWP 42 RGE 15 W5M SE 12
Sub: B	WI		Exp: Oct 30, 1981	64.000	MANITOK	45.80000000	(100/01-12-042-15W5/00,
ACTIVE	121924		Ext: 15	29.312	PETRUS	26.70000000	100/02-12-042-15W5/02 WELLBORES
	MANITOK				CANLIN	27.50000000	ONLY)
	HUSKY						

Total Rental: 224.00

Status	Hectares	Net	Hectares	Net
DEVELOPED	Dev:	64.000	Undev:	0.000
		29.312		0.000

<del>M00097</del>	<del>PNG</del>	<del>CR</del>	<del>Eff: Oct 31, 1960</del>	<del>128.000</del>	<del>C00159 A Yes</del>	<del>NCPOOL</del>	<del>TWP 42 RGE 15 W5M SW 14, SE 15</del>
<del>Sub: D</del>	<del>WI</del>		<del>Exp: Oct 30, 1981</del>	<del>128.000</del>	<del>MANITOK</del>	<del>30.00000000</del>	<del>ALL PNG IN CARDIUM</del>
<del>ACTIVE</del>	<del>121928</del>		<del>Ext: 15</del>	<del>38.400</del>	<del>PETRUS</del>	<del>20.00000000</del>	
	<del>MANITOK</del>				<del>BRIKO</del>	<del>22.50000000</del>	
<del>100.00000000</del>	<del>HUSKY</del>				<del>CANLIN</del>	<del>27.50000000</del>	

Total Rental: 448.00

Status	Hectares	Net	Hectares	Net
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REMOVED

**APPENDIX B ATTACHED TO THE WAIVER AND AMENDING AGREEMENT MADE EFFECTIVE THE  
14<sup>TH</sup> DAY OF DECEMBER, 2018 BETWEEN ALVAREZ & MARSAL CANADA INC., SOLELY IN ITS  
CAPACITY AS THE RECEIVER AND MANAGER OF MANITOK ENERGY INC., AND TANTALUS  
ENERGY CORP.**

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See the attached amended and restated Schedule "H" to the Sale Agreement.

THE FOLLOWING COMPRISES SCHEDULE "H" ATTACHED TO AND FORMING PART OF A PURCHASE AND SALE AGREEMENT DATED THE 23<sup>RD</sup> DAY OF NOVEMBER, 2018 BETWEEN ALVAREZ & MARSAL CANADA INC., solely in its capacity as receiver and manager of MANITOK ENERGY INC., and not in its personal or corporate capacity, and TANTALUS ENERGY CORP.

**Excluded Contracts**

**Part 1 – Contracts consisting of leases, rental agreements and/or purchase money security interests**

Counterparty	Description	Area	Vendor's Interest Type	Location
Compressco Canada Inc.	Compressor Rental	Carseland	Leasehold	100/15-32-022-25W4/00
Compressco Canada Inc.	Compressor Rental	Carseland	Leasehold	100/14-33-022-25W4/00
Bull Moose Capital Ltd.	Compressor Rental	Cordel / Stolberg	Leasehold	100/15-01-042-15W5/00
Bull Moose Capital Ltd.	Compressor Rental	Cordel / Stolberg	Leasehold	100/06-21-042-15W5/00
Bull Moose Capital Ltd.	Compressor Rental	Cordel / Stolberg	Leasehold	100/13-15-042-15W5/00
Zedi Canada Inc.	Pumpjack Rental	Wayne	Leasehold	102/16-21-027-21W4/00
Zedi Canada Inc.	Pumpjack Rental	Wayne	Leasehold	102/31-01-028-22W4/00
Zedi Canada Inc.	Pumpjack Rental	Wayne	Leasehold	100/09-02-028-22W4/00
Zedi Canada Inc.	Pumpjack Rental	Wayne	Leasehold	102/02-30-028-21W4/00
PrairieSky Royalty Ltd.	Wheatland LIDCA	Base Area Assets	Leasehold	Various Lands
Zedi Canada Inc.	SCADA Data Recovery and Transmission	Base Area Assets	Leasehold	Various Lands
Enerflex Ltd.	Pumpjack Rental	Wildcat Hills	Leasehold	100/05-09-027-05W5/00
Ricoh Canada	Ricoh MPC3003 Photocopier (Serial No. E153M760125)	Calgary Office	Leasehold	Engineering Department
CIP Canada	Sharp MX3570 Photocopier (Serial No. EQ5624)	Calgary Office	Leasehold	Main Copy Room
CIP Canada	Sharp MX3570 Photocopier (Serial No. EQ5623)	Calgary Office	Leasehold	Finance Department
	HP DesignJet Plotter Model C6090Y (Serial No. SG13F1401M)	Calgary Office	Ownership	Finance Department
Pitney Bowes	Pitney Bowes K700 Postal Meter (Serial No. 5016248)	Calgary Office	Leasehold	Main Copy Room



**Part 2 – Contracts registered under the Personal Property Security Act (Alberta)**

Claimant	Registration Details	Registration Type	Description
Evolve Surface Strategies Inc.	Registration Number: 17121331141 Registration Date: December 13, 2017	Security Agreement	<p>All of the Debtor's personal property interests related to present and after acquired surface land rights and secured property dispositions, including but not limited to wellsite surface leases, pipeline right of ways, padsites and facility leases, utilized for the benefit of the Debtor's exploration, development and production of oil, gas, related hydrocarbons or substances produced from any and all subsurface rights. Specifically, on the following lands captured in short legal:</p> <p>36-22-26-W4M, 15-38-7-W5M, 11-22-25-W4M, 19-28-21-W4M, 28-41-14-W5M, 15-38-7-W5M, 28-41-14-W5M, 32-69-4-W6M, 27-70-5-W5M, 34-70-5-W5M, 2-73-4-W5M, 3-73-4-W5M, 28-74-4-W5M, 36-87-8-W5M, 11-22-25-W4M, 19-28-21-W4M, 30-28-21-W4M, 7-72-3-W5M, 34-72-4-W5M, 17-72-3-W4M, 36-22-26-W4M, 11-22-25-W4M, 16-23-26-W4M, 33-8-11-W4M, 17-22-25-W4M, 20-22-25-W4M, 36-22-26-W4M, 6-23-25-W4M, 4-23-25-W4M, 11-22-25-W4M, 32-22-25-W4M, 16-22-25-W4M, 4-23-25-W4M, 19-28-21-W4M, 28-22-25-W4M, 3-23-25-W4M, 11-41-3-W5M, 20-28-21-W5M &amp; 16-23-25-W4M.</p>
Enerflex Ltd.	Registration No: 18013022132 Registration Date: January 30, 2018	Security Agreement Unit Number 32197 Equip# 500015973 COMPRESSOR Located at 05-09-027-W5M	Unit Number 32197 Equip# 500015973 Compressor located at 05-09-027-W5M
Bull Moose Capital LP	Registration No: 18061809876 Registration Date: June 18, 2018	Security Agreement	<p>One (1) fully constructed 1004 HP natural gas compressor package having Unit #03-260 designed for sweet gas service including: Caterpillar G3512 LE natural gas engine, Ariel JGE-4 reciprocating compressor frame c/w two (2) 13.50", one (1) 9.250" and one (1) 6.00" cylinders.</p> <p>One (1) fully constructed 1280 HP natural gas compressor package having Unit #04-312 designed for sweet gas service including: Waukesha L5774LT, Ariel JGK/4 c/w two (2) 14.125", one (1) 10.50" and one (1) 6.25" cylinders. Options include auto suction, bypass and blowdown valves, lights, fire and gas detection, 3 ton bridge crane and glycol transfer pump.</p> <p>One (1) fully constructed 1480 HP natural gas</p>

Claimant	Registration Details	Registration Type	Description
			<p>compressor package having Unit #10829 designed for sweet gas service including: Waukesha L7042GL natural gas engine, Ariel JGK/4 reciprocating compressor frame, two (2) 14.125", one (1) 9.125" and one (1) 6.25" cylinders. Options include: auto suction control, auto bypass control, auto blowdown, fire and gas detection and 3 ton crane.</p> <p>Proceeds: goods, inventory, chattel paper, documents of title, instruments, money, intangibles, accounts and investment property (all as defined in the Personal Property Security Act) and insurance proceeds.</p> <p>One natural gas reciprocating compressor (and all related parts and accessories) having unit #14-835</p> <p>One (1) natural gas compressor (and all related parts and accessories) having Unit #14-835 as described in Schedule "A" to the lease agreement dated February 3, 2016 between Bull Moose Capital Ltd., as Lessor, and Craft Oil Ltd. (successor in interest to Tournament Exploration Ltd.), as original Lessee, as assigned on December 2, 2016 by such original Lessee to Manito Energy Inc., as new Lessee.</p> <p>Proceeds: goods, inventory, chattel paper securities, documents of title, instruments, money, intangibles and accounts (all as defined in the personal security act) and insurance proceeds.</p> <p>This registration is a re-registration of registration 12060714643 pursuant to section 35 (7) of the Personal Property Security Act.</p>
Kennedy Rentals & Leasing Ltd.	Registration Number: 16020317298 Registration Date: 2016-Feb-03	Security Agreement	1GT12TEG9GF144191 2016 GMC 2500 crew MV - Motor Vehicle
Kennedy Rentals & Leasing Ltd.	Registration Number: 16020317400 Registration Date: 2016-Feb-03	Security Agreement	3GTU2NEC8GG182113 2016 GMC 1500 crew MV - Motor Vehicle
Kennedy Rentals & Leasing Ltd.	Registration Number: 16020317575 Registration Date: 2016-Feb-03	Security Agreement	1GT12TEG8GF143968 2016 GMC 2500 crew MV - Motor Vehicle
Roynat Inc.	Registration Number: 16040512297 Registration Date: 2016-Apr-05	Security Agreement	digital system(s), copier(s), fax(es), printer(s), scanner(s) together with all attachments accessories accessions replacements substitutions additions and improvements thereto and all proceeds in any form derived

Claimant	Registration Details	Registration Type	Description
			directly or indirectly from any sale and or dealings with the collateral and a right to an insurance payment or other payment that indemnifies or compensates for loss or damage to the collateral or proceeds of the collateral
Kennedy Rentals & Leasing Ltd.	Registration Number: 16100435369 Registration Date: 2016-Oct-04	Security Agreement	1GT12TEGXGF160657 2016 GMC 2500 4X4 crew MV - Motor Vehicle
Toyota Credit Canada Inc.	Registration Number: 17022428292 Registration Date: 2017-Feb-24	Security Agreement	JTEBU5JR7H5415804 2017 Toyota 4 Runner MV - Motor Vehicle
Derrick Dodge	Registration Number: 18071925945 Registration Date: 2018-Jul-19	Security Agreement	1GT12REG4JF209913 2018 GMC Sierra 2500 MV - Motor Vehicle

### Part 3 – Contracts consisting of power supply agreements

Counterparty	Area	Location	ESA #	Site ID
FortisAlberta Inc.	Enchant	4-20-13-15W4	05-HO-4894	0040000359778
FortisAlberta Inc.	Enchant	14-23-10-13W4	93-HO-132	0040454326003
FortisAlberta Inc.	Wildcat Hills	7-16-26-5W5	16-HO-12126-R	0040566462022
FortisAlberta Inc.	Carseland	2-32-22-25W4	15-HO-11412	0040001836513
FortisAlberta Inc.	Carseland	4-33-22-25W4	15-HO-11413	0040001822582
FortisAlberta Inc.	Carseland	16-21-22-25W4	16-HO-11838	0040001944893
FortisAlberta Inc.	Wayne	01-25-42-09-W5		0040001580404
FortisAlberta Inc.	Wayne	15-27-42-09-W5		0040001465253
FortisAlberta Inc.	Wayne	09-04-11-13-W4		0040467527015
FortisAlberta Inc.	Wayne	08-16-11-13-W4		0040880839487
FortisAlberta Inc.	Wayne	04-20-13-15-W4		0040000359778
FortisAlberta Inc.	Wayne	01-09-38-07-W5		0040001232473
FortisAlberta Inc.	Wayne	05-03-3 8-07-W5		0040001268954
FortisAlberta Inc.	Wayne	14-26-42-09-W5		0040001460495
FortisAlberta Inc.	Wayne	01-26-42-09-W5		0040001565515
FortisAlberta Inc.	Wayne	06-28-27-21-W4		0040001594527
FortisAlberta Inc.	Wayne	08-18-25-21-W4		0040001616074
FortisAlberta Inc.	Wayne	04-33-22-25-W4		0040001822582
FortisAlberta Inc.	Wayne	10-10-41-03-W5		0040178798233
FortisAlberta Inc.	Wayne	02-32-22-25-W4		0040001836513
FortisAlberta Inc.	Wayne	16-21-22-25-W4		0040001944893
FortisAlberta Inc.	Wayne	02-16-11-13-W4		0040247785003
FortisAlberta Inc.	Wayne	10-16-11-13-W4		0040247786017

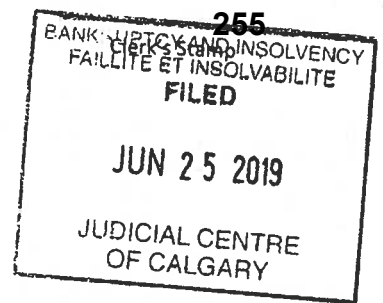
Counterparty	Area	Location	ESA #	Site ID
FortisAlberta Inc.	Wayne	15-16-11-13-W4		0040247787018
FortisAlberta Inc.	Wayne	15-13-08-10-W4		0040325774008
FortisAlberta Inc.	Wayne	07-32-41-03-W5		0040401564002
FortisAlberta Inc.	Wayne	04-15-11-13-W4		0040434492017
FortisAlberta Inc.	Wayne	05-15-11-13-W4		0040437993016
FortisAlberta Inc.	Wayne	14-23-10-13-W4		0040454326003
FortisAlberta Inc.	Wayne	12-23-10-13-W4		0040466572008
ATCO Electric Ltd.	Wayne	1-20-28-21W4	D52467	0010048023787
ATCO Electric Ltd.	Wayne	8-23-28-21W4	C18557	0010419352116
ATCO Electric Ltd.	Wayne	12-34-28-21W4	D52469	0010450114711
ATCO Electric Ltd.	Wayne	16-11-28-21-W4		0010005339688
ATCO Electric Ltd.	Wayne	11-2-81-12-W6		0010005731328
ATCO Electric Ltd.	Wayne	11-7-28-20-W4		0010012092160
ATCO Electric Ltd.	Wayne	8-35-80-12-W6		0010046738538
ATCO Electric Ltd.	Wayne	SE-20-28-21-W4		0010048023787
ATCO Electric Ltd.	Wayne	13-12-28-21-W4		0010342614986
ATCO Electric Ltd.	Wayne	8-23-28-21-W4		0010419352116
ATCO Electric Ltd.	Wayne	14-13-28-21-W4		0010419352710
ATCO Electric Ltd.	Wayne	12-7-28-20-W4		0010420035815
ATCO Electric Ltd.	Wayne	5-18-28-20-W4		0010420035917
ATCO Electric Ltd.	Wayne	14-14-28-21-W4		0010420041217
ATCO Electric Ltd.	Wayne	9-14-28-21-W4		0010420041310
ATCO Electric Ltd.	Wayne	12-34-28-21-W4		0010450114711
ATCO Electric Ltd.	Wayne	15-12-28-21-W4		0010452230210
ATCO Electric Ltd.	Wayne	15-12-28-21-W4		0010452828416
ATCO Electric Ltd.	Wayne	16-12-28-21-W4		0010455482612
ATCO Electric Ltd.	Wayne	4-14-81-12-W6		0010984343453
ATCO Electric Ltd.	Wayne	1-12-28-21-W4		0010457497010
ATCO Electric Ltd.	Wayne	6-9-29-21-W4		0010458448714
ATCO Electric Ltd.	Wayne	1-14-28-21-W4		0010458970710
ATCO Electric Ltd.	Wayne	11-12-28-21-W4		0010459099912

\*Notwithstanding anything to the contrary contained in the Agreement, the assets governed by or leased under the Excluded Contracts (listed in this Schedule "H") shall not form part of the Assets.

**APPENDIX C**

Raimount PSA

## **APPENDIX C OMITTED DUE TO RELEVANCE**



COURT FILE NUMBERS

25-2332583  
25-2332610  
25-2335351

COURT

COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE

CALGARY

PROCEEDINGS

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

IN THE MATTER OF THE NOTICE OF INTENTION TO  
MAKE A PROPOSAL OF RAIMOUNT ENERGY CORP.

IN THE MATTER OF THE NOTICE OF INTENTION TO  
MAKE A PROPOSAL OF CORINTHIAN OIL CORP.

DOCUMENT

**NINTH REPORT OF THE RECEIVER**

**June 25, 2019**

ADDRESS FOR SERVICE AND  
CONTACT INFORMATION OF  
PARTY FILING THIS  
DOCUMENT

**RECEIVER**

ALVAREZ & MARSAL CANADA INC.  
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File: 1001023920



ALVAREZ & MARSAL

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APPENDIX B	Notice of Renunciation
APPENDIX C	Municipal Tax Analysis
APPENDIX D	Correspondence to Municipalities
APPENDIX E	Summary of Receiver’s Accounts
APPENDIX F	Summary of Counsel’s Accounts
APPENDIX G	Summary of Conflict Counsel’s Accounts



## INTRODUCTION

1. On February 20, 2018 (the “**Receivership Date**”), the Court of Queen’s Bench of Alberta (the “**Court**”) granted an order in these proceedings (the “**Consent Receivership Order**”) appointing Alvarez & Marsal Canada Inc. (“**A&M**”) as receiver and manager (the “**Receiver**”), without security, of all of the current and future assets, undertakings and properties of every nature and kind whatsoever, including but not limited to real property and wherever situate including all proceeds thereof (the “**Property**”) of Manito Energy Inc. (“**Manitok**”) and its wholly owned subsidiary Raimount Energy Corp. (“**Raimount**”) (together, or either of them, as the context requires, the “**Company**”) pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3, as amended, (the “**BIA**”) and section 13(2) of the *Judicature Act*, RSA 2000, c J-2.
2. Prior to the Receivership Date, Manitok, Raimount and Manitok’s other wholly owned subsidiary, Corinthian Oil Corp. (“**Corinthian**”), had each filed an unsuccessful Notice of Intention to File a Proposal under the BIA (“**NOI**”). A&M was appointed as the Bankruptcy Trustee of each of them.
3. Corinthian is not part of the Receivership. A&M is managing its affairs as Bankruptcy Trustee and through Manitok, who is the operator of the Corinthian properties. The Corinthian assets are not material compared to the assets of the Company. A&M, in its capacity as Bankruptcy Trustee of Corinthian, anticipates that it may seek to renounce some or all of Corinthian’s remaining property. A separate report on that will be filed by the Trustee.
4. The most significant stakeholders in the Receivership Proceedings are the National Bank of Canada (“**NBC**”) and the Alberta Energy Regulator (“**AER**”). NBC holds a first charge over all of the assets of the Company and the proceeds therefrom, except for certain facilities either secured or owned by Stream Asset Financial Manitok LP (“**Stream**”) that were sold by the Receiver as part of the Persist PSA.

5. As discussed in the Eighth Report of the Receiver, as a result of the decision of the Supreme Court of Canada (“SCC”) in *Orphan Well Association v Grant Thornton Ltd*, 2019 SCC 5 (“**Redwater**”), the AER is a significant stakeholder in the Receivership even though it is not a “creditor” *per se*.
6. The purpose of this Ninth Report of the Receiver (the “**Ninth Report**” or “**this Report**”) is to provide the Court with information in respect of the following:
  - a) the Receiver’s activities;
  - b) the Receiver’s dealings with the AER;
  - c) the status of the transaction with Persist;
  - d) the Receiver’s dealings with the AER and the Receiver’s application to renounce assets and be discharged from significant surface leases, wells, pipelines and facilities, together with associated mineral leases, AER licenses, and equipment;
  - e) the cash flow results for the period from February 20, 2018 to May 31, 2019 (the “**Reporting Period**”);
  - f) the Receiver and its legal counsel’s fees and expenditures through to April 30, 2019;
  - g) municipal tax obligations and the status of a holdback relating to same; and
  - h) the Receiver’s conclusions and recommendations.
7. Capitalized words or terms not defined or ascribed a meaning in this Report are as defined or ascribed a meaning in the Receivership Order or the eight previous reports of the Receiver.
8. All references to dollars are in Canadian currency.

## TERMS OF REFERENCE

9. In preparing this Ninth Report, the Receiver has relied upon information obtained from the representations of certain former management and employees of the Company, and financial and other information contained in the Company's books and records. The Receiver has not performed an audit, review or other verification of such information.

## ACTIVITIES OF THE RECEIVER

10. Since the Sixth Report, when the Receiver last reported to this Court on its activities generally, the Receiver's activities have included the following:
- a) finalizing statements of adjustments on the three previously-closed transactions;
  - b) addressing the claims of significant claimants, including Freehold Royalties Partnership ("**Freehold**"), Ember Resources Inc. ("**Ember**"), PrairieSky Royalty Ltd. ("**PSK**"), Stream and NBC; and
  - c) negotiating, seeking court approval and closing a sale of core properties to Persist;
  - d) assisting in the resolution and settlement of disputed claims by PSK and Ember;
  - e) attending to various matters to transition the operation and management of core properties to Persist;
  - f) following up with parties expressing interest in acquiring non-core assets of the Company;
  - g) attending various calls and meetings with the secured creditors concerning operational and financial updates of the Company and other matters involving the Receivership generally;

- h) attending various calls and meetings with the AER concerning operations and financial updates of the Company, renunciations of assets, and potential sales of remaining assets of the Company, and preparing a special report regarding same for the AER and NBC;
- i) continuing to hold AER licenses for assets that were sold to Shanghai Energy Corporation, as bare trustee, and corresponding and attending meetings with the AER and Shanghai regarding license transfers and related issues;
- j) providing instructions to the Receiver's primary legal counsel, Norton Rose Fulbright Canada LLP ("NRF"), in respect of the Receivership generally;
- k) providing instructions to McCarthy Tetrault LLP ("MT"), as conflict counsel, in respect of specific matters;
- l) continuing to operate and manage the day-to-day operations of the Company and its remaining core and non-core properties, including contractor supervision of over 35 individuals and monitoring cash flow to ensure the timely payment of trade creditors for services rendered and approved by the Receiver, and collection of accounts receivables;
- m) attending numerous and on-going meetings and discussions with various creditors (or their representatives), legal counsel to the Receiver, interested parties, and other stakeholders regarding the Receivership generally;
- n) negotiating the renewal of a comprehensive corporate insurance policy; and

- o) preparing analyses of outstanding municipal taxes and correspondence to several municipal tax authorities to advise on the status of those taxes for the tax years 2017 and 2018.

## SALE OF ASSETS TO PERSIST

11. The Receiver's sale of core properties to Persist (formerly Tantalus) is described in the Receiver's Sixth and Eighth Reports. The Persist SAVO was granted initially on January 18, 2019. The transaction failed to close afterwards, principally due to complications arising from the release of the SCC decision in *Redwater*. An amending order was then granted on April 12, 2019, which permitted the sale to Persist to close on April 15, 2019. The cash sale proceeds, net of interim adjustments, were received by the Receiver with the exception of \$914,020 ("**Escrow Funds**"), which amount was paid to NRF in escrow pending the waiver or non-exercise of certain rights of first refusal ("**ROFRs**").
12. The time for ROFRs to be waived or exercised lapsed on or before May 1, 2019 under the ROFR Escrow Agreement and, to the Receiver's knowledge, no actions or proceedings were commenced by any third parties with respect to the ROFRs. The Receiver therefore executed a joint instruction for the release of the Escrow Funds to the Receiver, which was counter-signed by Persist on June 24, 2019. The Receiver therefore anticipates a release of the Escrow Funds shortly.
13. The purchase and sale agreement with Persist ("**Persist PSA**") includes terms pursuant to which the licenses for the sold assets are continuing to be held by the Receiver as bare trustee pending the AER's approval of license transfers.
14. The Persist PSA and the related sale approval and vesting order, as amended, contemplate disputed claims by Ember and PSK. Ember's disputed claim is described more fully in the Receiver's Seventh Report and relates principally to the disputed ownership of certain pipeline segments. PSK's disputed claim relates to the alleged expiry of certain freehold mineral leases.

15. The Receiver understands these disputed claims by Ember and PSK are now resolved.
16. The Receiver has recently terminated all previously-retained former Manitok employees and contractors, who were principally assisting with operating the core properties now sold to Persist, with the exception of four part-time contractors who are continuing to assist with final billings, vendor payments and receivable collections.

#### **DEALINGS WITH THE AER**

17. As previously reported, the AER is a significant stakeholder as a result of the SCC decision in *Redwater*. As it relates to this matter, the AER may require that assets from the Company's estate be used to satisfy provincial regulatory obligations in priority to satisfying secured claims by NBC and Stream.
18. The Receiver understands that the AER and NBC have reached a tentative agreement with respect to the allocation of sale proceeds and revenues between NBC's secured claims, regulatory requirements for end of life obligations, and the Receiver's fees and costs.
19. The Receiver has had ongoing discussions with the AER regarding the renunciation of assets and the use of estate funds to deal with potential public health, safety matters and end of life obligations.
20. Amongst other matters, the Receiver and the AER have agreed that:
  - a) the previously-issued notice to the AER to disclaim certain licenses, currently held in abeyance, will be retracted and the Receiver and Bankruptcy Trustee will seek Court and Inspector approval, respectively, to issue a notice of renunciation to abandon, renounce, and terminate any responsibility, obligation or liability the Receiver or Bankruptcy Trustee may have with respect to the remaining licensed oil and gas assets of the Company (**"Notice of**

**Renunciation**”). Further, the Receiver will seek to be discharged over the assets being renounced and will turn over and deliver to the Orphan Well Association (“**OWA**”) all records relating to those assets, as the OWA may require;

- b) the Receiver will utilize estate funds to remedy public health and safety concerns regarding specific assets to be renounced, as determined by the AER and agreed by the Receiver (such remediation activities being listed in Appendix A); and
- c) the Receiver will pursue certain sales of remaining oil and gas assets that may only be marginally or non-accretive to the estate but will reduce end of life obligations by transferring assets that would otherwise be renounced.

## **RENUNCIATION OF ASSETS AND RECEIVER’S DISCHARGE**

21. As outlined in the Receiver’s prior Reports, there are over one thousand well bores and related mineral, surface leases, pipelines and facilities that were marketed by the Receiver but in respect of which no acceptable offers were received. It is now apparent that there is no future accretive realization potential for such assets. However, as there are thousands of stakeholders who may be interested in what happens to such assets, the Receiver and Bankruptcy Trustee believe it is important to issue a Notice of Renunciation, to be served on the service list and otherwise made available on the Receiver’s website, so stakeholders can consider taking steps to protect their interests in relation to such assets, without being restricted by any stay of proceedings. The stakeholders include:

- a) surface lessors and the Surface Rights Board (“**SRB**”);
- b) freehold mineral lessors;
- c) the Crown for mineral rights;

- d) working interest partners;
  - e) municipalities;
  - f) the AER for licenses granted; and
  - g) the OWA in respect of potential end of life obligations.
22. The Receiver and Bankruptcy Trustee, in conjunction with the AER, have developed a listing of surface leases, wells (including disposal wells), pipelines and facilities that the Receiver and Bankruptcy Trustee propose to renounce and be discharged from, together with all associated equipment, mineral leases and AER licenses (collectively, “**Renounced Assets**”), subject to Court and Inspector approval.
23. A draft Notice of Renunciation is attached to this Report as Appendix B. The wells, pipelines and facilities to be renounced are listed as Schedule B to the draft Notice of Renunciation. The draft Notice of Renunciation proposes to renounce not only the surface leases, listed wells, pipelines and facilities, but also all associated equipment, mineral leases and AER licenses. Further, to resolve any doubt, the draft Notice of Renunciation contemplates the Receiver’s renunciation and discharge from any remaining surface leases, wells, pipelines and facilities, and associated equipment, mineral leases and AER licenses, not listed in either Schedule A or B.
24. Schedule A of the draft Notice of Renunciation lists wells, pipelines and facilities that the Receiver does not propose to renounce or be discharged from at this time. Non-operated working interests are also to be retained but are not listed individually in Schedule A of the Notice of Renunciation. As is described at paragraphs 28 – 31 below, the Receiver is in discussions with potential purchasers and the AER to determine if any of the assets in Schedule A and associated licenses and interests can be transferred to prospective purchasers, failing which the Receiver anticipates renouncing and being discharged from those assets too.



25. As the Receiver is renouncing all of its interest in the Renounced Assets, there is no commercial or other reason to remain as Receiver over those assets and the Receiver is incurring ongoing monitoring and other costs associated with the Renounced Assets that are of no benefit to the stakeholders. The Receiver therefore requests the Court discharge it as Receiver of the Renounced Assets.
26. The renunciation will not affect:
- a) previously-sold assets;
  - b) non-oil and gas assets such as cash, receivables and corporate records;  
and
  - c) non-operated working interests in oil and gas assets.
27. The Receiver is in possession of a significant volume of books and records of the Company that are no longer required. Some of the books and records may be of utility to the OWA or SRB. The Receiver is seeking approval to transfer any books and records that may be requested by the OWA or SRB within 20 days of the date of this Court's order. Any books or records not requested by the OWA or SRB within that timeframe will then be offered to Persist for 20 days, after which the Receiver requests this Court's approval to destroy any unrequested books or records.

#### **FURTHER SALES**

28. As discussed in the Receiver's Fourth Report, a Sale Process Order was granted on August 10, 2018 pursuant to which a broad-based, comprehensive marketing and sale process was undertaken by the Receiver and Marketing Agent.
29. Subsequent to the Sale Process concluding, the Receiver received a number of unsolicited offers on certain of the Company's remaining operated and licensed oil and gas assets. These offers were generally not pursued as they were not accretive to the estate. However, as discussed above, the Receiver has agreed with the AER to pursue certain of these offers on the basis that, although not

- accretive to the estate, they will reduce the end of life obligations of the Company.
30. The Receiver is currently in negotiations with five parties to sell small packages of previously unsold oil and gas assets. While individually (and perhaps also collectively) the purchase price will be below the threshold required for Court approval, the purchasers may require vesting orders from the Court.
  31. There remains a prospect of accretive sales of certain of the Company's non-operated working interests.

#### **MUNICIPAL TAX OUTSTANDING AND HOLDBACK RELEASE**

32. At the inception of the Receivership and Bankruptcy, the Companies owed municipal taxes to several municipalities. Additionally, the Receiver has not paid certain municipal taxes for 2018 and 2019. The aggregate municipal taxes outstanding are estimated to be in excess of \$3.4 million, excluding penalties on unpaid amounts, the details of which are set out in Appendix C.
33. The Persist SAVO established a municipal tax holdback in the amount of \$3,385,891.04, as follows:
  - a) \$1,625,553.51 which is held in trust by the Receiver's counsel, such amount having initially been set aside as a holdback under an order pronounced on February 14, 2018 during the NOI proceedings ("**2017 Holdback**"); and
  - b) \$1,760,337.53 held in trust by the Receiver on account of all of Manito's property ("**2018 Holdback**").
34. On June 22, 2018, the Court granted an order that authorized a transfer of the 2017 Holdback from the former proposal trustee to the Receiver.
35. The Receiver has prepared an analysis of the 2017 and 2018 outstanding municipal taxes. The analysis categorizes the outstanding taxes between linear

- and non-linear, between properties sold and not sold by the Receiver, and between pre-Receivership and post-Receivership time periods.
36. The Receiver has corresponded with five municipalities wherein the Receiver sold assets subject to secured, non-linear municipal tax claims. That correspondence set out the Receiver's understanding of the outstanding municipal taxes and requested the municipalities' confirmation. An example of such correspondence is attached as Appendix D. All five municipalities responded and only non-material discrepancies in amounts and categorization were identified. The analysis in Appendix C reflects the municipalities' comments.
37. The Receiver's understanding of the governing priorities for municipal taxes is, as follows:
- a) non-linear taxes on property sold have priority over secured claims;
  - b) post-receivership linear taxes have priority over secured claims;
  - c) pre-receivership linear taxes are unsecured and have no priority;
  - d) a municipality cannot have priority over assets outside of its municipal boundaries; and
  - e) a municipal tax claim has no priority or recovery if the properties within the municipality's boundaries have no value.
38. In addition, although the Receiver's correspondence to municipalities did not comment on penalties on unpaid taxes, the Receiver understands that penalties follow the tax and accordingly, if a tax has priority, so too does the penalty.
39. The Receiver is seeking advice and direction as to whether it may make interim distributions of any amounts from the 2017 or 2018 Holdbacks in full or partial satisfaction of any municipal tax claims as a means of preventing the further accumulation of penalties on arrears. Any authorized interim distributions would

be without prejudice to future claims by municipalities against the undistributed remainders of the 2017 and 2018 Holdbacks

## RECEIPTS AND DISBURSEMENTS – FEBRUARY 20, 2018 TO MAY 31, 2019

40. The following is a statement of the Receiver's consolidated receipts and disbursements for the Company during the Reporting Period:

Manitok Energy Inc. & Raimount Energy Corp. - In Receivership	
Interim Statement of Receipts & Disbursements	
CAD\$, unaudited (\$000's)	
February 20, 2018 to May 31, 2019	Total
<b>Opening cash balance</b>	<b>\$ 2,263</b>
<b>Receipts</b>	
Oil and gas sales	33,752
Net sales proceeds from oil and gas property sales	21,584
Other	848
Net GST collected on receipts	171
	<b>\$ 58,617</b>
<b>Disbursements</b>	
Oil and gas operating costs and royalties	23,646
General and administrative expenses	5,883
Pre-receivership professional fees and costs	380
Professional fees and costs	3,872
WEPP payment	39
	<b>\$ 33,820</b>
<b>Net receipts and disbursements</b>	<b>\$ 24,797</b>
<b>Repayment of interim financing</b>	<b>(2,000)</b>
<b>Interim distribution to Secured Creditors</b>	<b>(12,620)</b>
<b>Total Available Cash (before ROFR proceeds held with Norton Rose)</b>	<b>\$ 10,177</b>
<b>ROFR proceeds in trust with Norton Rose</b>	<b>914</b>
<b>Total Available Cash (including ROFR proceeds)</b>	<b>\$ 11,091</b>

41. The Receiver's interim receipts and disbursements from February 20, 2018 to September 28, 2018 were previously approved by the Honourable Court on October 17, 2018. The Receiver is now seeking approval of the interim statement of receipts and disbursements to May 31, 2019, which includes those receipts and disbursements previously approved.
42. Operating revenue is primarily comprised of receipts for sales of oil, natural gas, and natural gas liquids ("NGLs"). The Receiver has received approximately \$33.7

million during the Reporting Period, largely relating to sales of oil, natural gas and NGLs, including the collection of approximately \$2.8 million of production receivables outstanding as at the Receivership Date.

43. The Receiver has received net cash sales proceeds from oil and gas property sales of approximately \$21.6 million related to a number of oil and gas property sales.
44. Other receipts include an income tax refund in the approximate amount of \$742,000 for Raimount.
45. The Receiver has disbursed approximately \$33.8 million, as follows:
  - a) approximately \$23.6 million in oil and gas operating costs and royalties that consists primarily of:
    - i. \$16.7 million relates specifically to oil and gas operating costs such as electricity, chemical, contract operator, water disposal, joint interest billings and other miscellaneous costs;
    - ii. payments to Freehold under the PVR, totaling approximately \$2.3 million; and
    - iii. \$4.6 million on rental payments, transportation costs and royalty payments;
  - b) approximately \$5.9 million in general and administrative expenses that consists primarily of approximately:
    - i. \$4.1 million for general and administrative expenses (including bank charges, production accounting services, internet, telephone, telecommunications, computer services, corporate insurance payments and stationary costs);
    - ii. \$1.0 million in respect of non-operating contractor fees and costs for engineering, financial and land administrator services; and

- iii. \$777,000 for office rent;
- c) pre-Receivership professional fees and out of pocket costs of approximately \$380,000, of which approximately:
  - i. \$57,417 to A&M ULC (as advisor to NBC) for services rendered prior to the Receivership Date (as allowed under paragraph 17 of the Receivership Order); and
  - ii. \$322,583 for services relating to the NOI Proceedings that were subject to an Administrative Charge over the Company's Property;
- d) professional fees and out of pocket costs of approximately \$3.9 million of which approximately:
  - i. \$2.4 million for the Receiver's fees and out of pocket costs. The Receiver's fees and costs have been paid up to and including April 2019; and
  - ii. \$1.5 million for the Receiver's counsel's fees and costs. Receiver's counsel's fees and costs have been paid up to and including April 2019;
- e) \$39,000 for Service Canada's priority WEPPA claim;
- f) approximately \$914,000 being held in escrow by NRF relating to ROFR proceeds from the sale of assets to Persist (as described in paragraph 11 above);
- g) payments made with this Court's prior approval, being:
  - i. repayment of interim financing that was provided by NBC to the Company in the NOI Proceedings, totaling approximately \$2.0 million; and

- ii. interim distributions to secured creditors totaling approximately \$12.6 million.

- 46. Total available cash held by the Receiver as at May 31, 2019 is approximately \$10.2 million, excluding ROFR proceeds being held in escrow and the 2017 Holdback, both of which are currently held by NRF.

#### **APPROVAL OF THE RECEIVER'S AND ITS COUNSEL'S FEES AND COSTS**

- 47. The total fees and disbursements of A&M, in its capacity as the Court-appointed Receiver of the Company, from the Receivership Date to April 30, 2019 are approximately \$2.4 million (excluding GST), of which \$983,000 from the Receivership Date to July 31, 2018 was previously approved by the Court on November 5, 2018. The Receiver's fees and disbursements from August 1, 2018 to April 30, 2019 ("**Interim Taxation Period**") are approximately \$1.4 million. A summary of the Receiver's fees and disbursements is attached as Appendix E to this Report.
- 48. The total fees and disbursements of NRF, the Receiver's legal counsel, from inception of the Receivership to April 30, 2019 are approximately \$1.4 million (excluding GST), of which \$472,000 from the Receivership Date to July 31, 2018 was previously approved by the Court on November 5, 2018. NRF's fees and disbursements during the Interim Taxation Period are approximately \$930,000. A summary of NRF's fees and disbursements is attached as Appendix F to this Report.
- 49. The total fees and disbursements of MT, the Receiver's conflict counsel, during the Interim Taxation Period are approximately \$58,000 (excluding GST). A summary of MT's fees and disbursements is attached as Appendix G to this Report.
- 50. The Receiver now seeks approval of its fees and disbursements, and those of its legal counsel and conflict counsel, incurred during the Interim Taxation Period, in accordance with paragraph 18 of the Receivership Order.

51. The fee accounts of the Receiver, NRF and MT outline the date of the work completed, the description of the work completed, the length of time taken to complete the work and the name of the individual who completed the work. All billings were calculated in accordance with A&M, NRF and MT's prevailing rates. Copies of the invoices will be brought to the Receiver's application before this Honourable Court and made available to the Court at its direction, if necessary.
52. The Receiver is respectfully of the view that its and its counsel's fees and disbursements are fair and reasonable under the circumstances, and respectfully request the Court's approval of these accounts for the Interim Taxation Period.

### **RECEIVER'S CONCLUSIONS AND RECOMMENDATIONS**

53. The Receiver recommends that this Honorable Court:
- a) approve the form of Notice of Renunciation and, upon Inspector approval being granted, the issuance of same;
  - b) upon the issuance of the Notice of Renunciation, approve the renunciation and disclaimer of the Renounced Assets and the partial discharge of the Receiver and Bankruptcy Trustee over the Renounced Assets;
  - c) provide advice and directions in relation to the interim distribution of the 2017 and/or 2018 Holdbacks;
  - d) approve the actions and activities of the Receiver as reported in the Fifth through Ninth Reports of the Receiver;
  - e) approve the Receiver's interim statement of receipts and disbursements to May 31, 2019, including those receipts and disbursements previously approved;



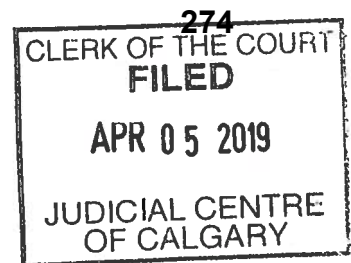
- f) approve the fees and disbursements of the Receiver and its counsel for the Interim Taxation Period; and
- g) approve the Receiver's proposal to offer certain of the Company's books and records to the OWA, SRB and Persist, failing which the Receiver will have the Court's approval to destroy them.

All of which is respectfully submitted this 25<sup>th</sup> day of June 2019.

**ALVAREZ & MARSAL CANADA INC.,  
in its capacity as Receiver of Manitok and Raimount and not in  
its personal or corporate capacity**

A handwritten signature in blue ink, appearing to be 'Orest Konowalchuk', written in a cursive style.

Orest Konowalchuk, CPA, CA, CIRP, LIT  
Senior Vice President



COURT FILE NUMBERS

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DOCUMENT

**EIGHTH REPORT OF THE RECEIVER**

**April 4, 2019**

ADDRESS FOR SERVICE AND  
CONTACT INFORMATION OF  
PARTY FILING THIS  
DOCUMENT

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ALVAREZ & MARSAL

## **TABLE OF CONTENTS OF THE EIGHTH REPORT OF THE RECEIVER**

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## **LISTING OF APPENDICES OF THE EIGHTH REPORT OF THE RECEIVER**

APPENDIX A	Second Amending Agreement
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## INTRODUCTION

1. On February 20, 2018 (the “**Receivership Date**”), the Court of Queen’s Bench of Alberta (the “**Court**”) granted an order in these proceedings (the “**Consent Receivership Order**”) appointing Alvarez & Marsal Canada Inc. (“**A&M**”) as receiver and manager (the “**Receiver**”), without security, of all of the current and future assets, undertakings and properties of every nature and kind whatsoever, including but not limited to real property and wherever situate including all proceeds thereof (the “**Property**”) of Manitok Energy Inc. (“**Manitok**”) and its wholly owned subsidiary Raimount Energy Corp. (“**Raimount**”) (together, or either of them, as the context requires, the “**Company**”) pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3, as amended, (the “**BIA**”) and section 13(2) of the *Judicature Act*, RSA 2000, c J-2.
2. Prior to the Receivership Date, Manitok and its wholly owned subsidiaries, Raimount and Corinthian Oil Corp. (“**Corinthian**”), had each filed a Notice of Intention to File a Proposal under the BIA (“**NOI**”). The NOI proceedings were terminated by the Court on February 20, 2018 and each Company was deemed bankrupt. A&M was appointed as the Bankruptcy Trustee, replacing FTI Consulting Inc. who had been appointed as the Proposal Trustee under the NOIs.
3. Corinthian is not part of the Receivership. A&M is managing its affairs as Bankruptcy Trustee and through Manitok, who is the operator of the Corinthian properties. The Corinthian assets are not material compared to the assets of the Company.
4. Prior to this Report, it was reported that the most significant stakeholders in the Receivership Proceedings are the National Bank of Canada (“**NBC**”) and Stream Asset Financial Manitok LP (“**Stream**”). NBC is the applicant in these proceedings and holds a first charge over all of the assets of the Company, except for certain facilities either secured by or owned by Stream. Stream either financed certain facilities of Manitok and has a first charge on those facilities or acquired beneficial ownership of those facilities in a series of four (4) separate

transactions, as more fully described in the Second Report of the Receiver. Since the Receiver's Sixth Report dated January 11, 2019, and as a result of the recent decision of the Supreme Court of Canada ("SCC") in *Orphan Well Association v Grant Thornton Ltd*, 2019 SCC 5 ("**Redwater**"), the Alberta Energy Regulator (the "**AER**") is a significant stakeholder in the Receivership even though it is not a "creditor" *per se*, as discussed in further detail below.

5. The purpose of this Eighth Report of the Receiver (the "**Eighth Report**" or "**this Report**") is to provide the Court with information in respect of the following:
  - a) an update on the transaction contemplated in the Purchase and Sale Agreement between the Receiver and Tantalus Energy Corp. ("**Tantalus**") dated November 23, 2018 as amended by a Waiver and Amending Agreement dated December 14, 2018 (collectively, and as may be amended from time to time, the "**Transaction**" and the "**Manitok PSA**", respectively), as was previously approved by the Court on January 18, 2019 ("**Manitok SAVO**");
  - b) the Receiver's application for an order amending the Manitok SAVO ("**SAVO Amending Order**") to effect the approval of the Manitok PSA as amended by the Second Amending Agreement between the Receiver and Persist, dated March 29, 2019 ("**Second Amending Agreement**"); and
  - c) the Receiver's conclusions and recommendations.
6. Capitalized words or terms not defined or ascribed a meaning in this Report are as defined or ascribed a meaning in the Receivership Order or the seven previous reports of the Receiver.
7. All references to dollars are in Canadian currency unless otherwise noted.

## TERMS OF REFERENCE

8. In preparing this Eighth Report, the Receiver has relied upon information obtained from the representations of certain former management and employees of the Company, and financial and other information contained in the Company's books and records. The Receiver has not performed an audit, review or other verification of such information.

## BACKGROUND AND OVERVIEW

9. ManitoK is a public oil and gas exploration and development company focusing on conventional oil and gas reservoirs in the Canadian Foothills along with crude oil in Southern Alberta. ManitoK is a corporation registered to carry on business in the Province of Alberta whose shares were traded widely on the TSX Venture Exchange before trading was halted prior to the Receivership Date. ManitoK is headquartered in Calgary, Alberta and has two wholly-owned subsidiaries, Raimount and Corinthian. The Transaction, once completed, will result in the sale of substantially all of the remaining marketable assets of the Company.
10. Further background on the Company and its financial circumstances is contained in the materials filed in support of and relating to the Receivership Order. These documents and other relevant information, including the Receiver's other filed reports, have been posted by the Receiver on its website at: [www.alvarezandmarsal.com/manitok](http://www.alvarezandmarsal.com/manitok) (the "Receiver's Website").

## MANITOK PSA – TRANSACTION UPDATE

### Status of the Transaction

11. On January 18, 2019, the Receiver sought and was granted by this Honourable Court several Orders, including the ManitoK SAVO. The ManitoK SAVO approved the sale of, among other things, certain petroleum and natural gas rights and associated tangibles and miscellaneous interests to Tantalus pursuant to the

- Manitok PSA. The transaction contemplated in the Manitok PSA was scheduled to close on February 5, 2019.
12. On January 31, 2019, the SCC issued its decision in *Redwater*, reversing the lower Courts' decisions and held that the AER is not asserting a claim provable in bankruptcy by insisting on the satisfaction of abandonment and reclamation obligations, and is not itself a creditor. As it relates to this matter the AER, as a provincial regulator, can direct the Receiver to use assets in the insolvent company's estate (including any sale proceeds) estate funds to comply with provincial regulatory orders in priority to secured creditors, in this case NBC and Stream.
  13. The Receiver agreed to various requests from Tantalus to extend the scheduled closing date so the parties could evaluate the impact of *Redwater* on the Transaction, and also so the Receiver and certain stakeholders could meet with the AER.
  14. On February 25 and February 26, 2019, the Receiver, its counsel and counsel to NBC met with the AER to discuss the Transaction and other transactions, and the impacts of *Redwater*. The Receiver understands that Tantalus met with the AER separately.
  15. On March 11, 2019, Tantalus and Persist Oil and Gas Inc. ("**Persist**") amalgamated, with the resulting corporation, Persist, becoming the Purchaser under (and as defined in) the Manitok PSA.
  16. During the first two weeks of March 2019, the Receiver and Persist held various discussions and negotiations relating to the Transaction.
  17. On March 14, 2019, the Receiver and Persist attempted to close the Transaction, including by executing various closing documents as required by the Manitok PSA; however, the documentation contemplated by one of the mutual closing conditions in the Manitok PSA was not delivered at closing by Freehold as a result of a disagreement between Persist and Freehold regarding the inclusion (or

- non-inclusion) of certain wells and lands in the relevant schedule(s) to the PVR Conversion Agreements between Persist and Freehold.
18. Prior to Court approval of the Manitok SAVO, Freehold and Persist had placed in escrow with their respective legal counsel executed signature pages to the PVR Conversion Agreements between Persist and Freehold. At some point prior to March 14, 2019, the Receiver understands that Freehold further reviewed the schedules to the PVR Conversion Agreements between Persist and Freehold and, on or around March 14, 2019, advised the Receiver and Persist that they would not release the executed signature pages to the PVR Conversion Agreements unless the relevant schedule(s) to the PVR Conversion Agreements between Persist and Freehold were amended to include the Disputed PrairieSky Assets (which were not included). Persist would not agree to such inclusion unless significant adjustments were made to the purchase price in the Manitok PSA. The Receiver was not agreeable to any such adjustments. Freehold also requested that certain additional assets be made subject to the relevant PVR Conversion Agreements between Persist and Freehold. Persist was agreeable to the inclusion of those assets.
  19. As a result of the foregoing, the Transaction did not close as planned on the revised closing date of March 14, 2019.
  20. The Receiver, Persist and/or Freehold thereafter held numerous discussions in an attempt to resolve differences among them and close the Transaction. Those attempts were not successful, and on March 25, 2019, Persist delivered a notice to terminate the Manitok PSA, Raimount PSA and Corinthian PSA (**“Termination Notice”**).
  21. Notwithstanding the Termination Notice, the Receiver continued to participate in and encourage various discussions and negotiations among Persist, Freehold, Stream, NBC and the AER in a final attempt to seek a resolution of the various differences, and keep dialogue open among the various parties and stakeholders, all with the hope of closing the Transaction. As a result of those discussions and



negotiations, an agreement was reached amongst the various parties and stakeholders, which led the Receiver and Persist, with support from NBC, Stream and Freehold, to amend the terms of the Manitok PSA in accordance with the Second Amending Agreement, as described below, conditional upon the granting of the SAVO Amending Order. The Receiver understands the AER is aware of the amendments to the schedules to the Manitok PSA and has no objection to the amendments.

22. On April 1, 2019, Persist retracted the Termination Notice.

### **Second Amending Agreement**

23. On March 29, 2019, the Receiver and Persist entered into the Second Amending Agreement, a copy of which is attached as Appendix A to this Report.

24. The Second Amending Agreement reflects the following amendments to the Manitok PSA and/or steps to be taken to complete the Transaction (as applicable):<sup>1</sup>

- a) certain Nisku formation wells and associated lands in the Wayne area were deleted from Schedules “A” and “B” (Part A) to the Manitok PSA, with the effect that such wells and associated lands do not form part of the Assets;
- b) the Deleted Stolberg Lands and Leases were added to Schedule “A” to the Manitok PSA, with the effect that the Deleted Stolberg Lands and Leases form part of the Assets;
- c) certain non-producing Mannville formation wells and associated lands were added to Schedules “A” and “B” (Part A) to the Manitok PSA,

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<sup>1</sup> Capitalized terms used herein and not otherwise defined in this Report shall have the respective meaning as set forth in the Second Amending Agreement.

with the effect that such wells and associated lands form part of the Assets;

- d) the tangibles described in Exhibit 3 to the Second Amending Agreement were added to Schedule “B” (Part B) to the Manitok PSA, with the effect that such tangibles form part of the Assets;
- e) certain payments are to be made and/or credited to each of the Receiver and Persist (as applicable); and
- f) certain conditions precedent to the completion of the Transaction were added or revised, including Freehold delivering into escrow with Persist's legal counsel Freehold's executed signature pages to the PVR Conversion Agreements (the most significant amendments to which were changes to the schedules to reflect the amendments to the Manitok PSA contemplated in paragraphs 24 a) and c) above and to amend the effective date from October 1, 2018 to March 1, 2019).

#### **SAVO Amending Order**

- 25. The proposed SAVO Amending Order provides for the amendment of the Manitok SAVO such that it will approve the Manitok PSA as amended by the Second Amending Agreement, as contemplated in paragraphs 24 a) through d) above.
- 26. The proposed SAVO Amending Order also provides that the non-producing Mannville formation wells and associated lands, referenced in paragraph 24 c) above, will not vest in Persist free and clear of any security interests or claims.

#### **RECEIVER’S CONCLUSIONS AND RECOMMENDATIONS**

- 27. The Receiver remains of the view that it has made commercially reasonable efforts to obtain the highest realization for the Property being sold to Persist pursuant to the Sale Process.

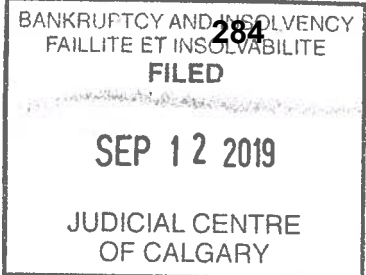
28. The Receiver is satisfied that the interests of Manitok's financial stakeholders have been considered during the course of the Sale Process and the Receivership Proceeding, as discussed in the Fourth and Sixth Reports.
29. The Receiver is satisfied that the amendments to the Manitok PSA and Manitok SAVO are necessary to close the Transaction. The Receiver's current understanding is that all stakeholders with an interest in the assets being added to the Manitok PSA, including the AER, have no objection to such amendments.
30. The Receiver recommends that this Honorable Court approve the Second Amending Agreement by granting the SAVO Amending Order substantially in the Receiver's proposed form.

All of which is respectfully submitted this 4<sup>th</sup> day of April 2019.

**ALVAREZ & MARSAL CANADA INC.,  
in its capacity as Receiver of Manitok and not in  
its personal or corporate capacity**



Orest Konowalchuk, CPA, CA, CIRP, LIT  
Senior Vice President



**COURT FILE NUMBERS**

25-2332583  
25-2332610  
25-2335351

**COURT**

COURT OF QUEEN'S BENCH OF ALBERTA

**JUDICIAL CENTRE**

CALGARY

**PROCEEDINGS**

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

IN THE MATTER OF THE NOTICE OF INTENTION TO  
MAKE A PROPOSAL OF RAIMOUNT ENERGY CORP.

IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE  
A PROPOSAL OF CORINTHIAN OIL CORP.

**DOCUMENT**

**ELEVENTH REPORT OF THE RECEIVER**

**SEPTEMBER 12, 2019**

**ADDRESS FOR SERVICE AND  
CONTACT INFORMATION OF  
PARTY FILING THIS  
DOCUMENT**

**RECEIVER**

ALVAREZ & MARSAL CANADA INC.  
Bow Valley Square IV  
Suite 1110, 250 - 6<sup>th</sup> Avenue SW  
Calgary, Alberta T2P 3H7  
Attention: Orest Konowalchuk/Jill Strueby  
Telephone: (403) 538-4736 / (403) 538-4726  
Email: [okonowalchuk@alvarezandmarsal.com](mailto:okonowalchuk@alvarezandmarsal.com)  
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**COUNSEL**

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File: 1001023920

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## **LISTING OF APPENDICES TO THE ELEVENTH REPORT OF THE RECEIVER**

APPENDIX A	AER August 21, 2019 Order
APPENDIX B	Proposed Distribution Schedule
APPENDIX C	AER August 12, 2019 Correspondence

## INTRODUCTION

1. On February 20, 2018 (the “**Receivership Date**”), the Court of Queen’s Bench of Alberta (the “**Court**”) granted an order in these proceedings (the “**Consent Receivership Order**”) appointing Alvarez & Marsal Canada Inc. (“**A&M**”) as receiver and manager (the “**Receiver**”), without security, of all of the current and future assets, undertakings and properties of every nature and kind whatsoever, including but not limited to real property and wherever situate including all proceeds thereof (the “**Property**”) of Manito Energy Inc. (“**Manitok**”) and its wholly owned subsidiary Raimount Energy Corp. (“**Raimount**”) (together, or either of them, as the context requires, the “**Company**”) pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3, as amended, (the “**BIA**”) and section 13(2) of the *Judicature Act*, RSA 2000, c J-2.
2. Prior to the Receivership Date, Manitok, Raimount and Manitok’s other wholly owned subsidiary, Corinthian Oil Corp. (“**Corinthian**”), had each filed an unsuccessful Notice of Intention to File a Proposal under the BIA (“**NOI**”). A&M was appointed as the Bankruptcy Trustee of each of them, concurrently with being appointed as the Receiver of Manitok and Raimount.
3. Corinthian is not part of the Receivership. A&M is managing its affairs as Bankruptcy Trustee and through Manitok, who is the operator of the Corinthian properties. The Corinthian assets are not material compared to the assets of the Company. A&M anticipates that it will shortly apply to be discharged as the Bankruptcy Trustee of Corinthian and/or renounce and be discharged from the remaining Property of Corinthian.
4. The most significant stakeholders in the Receivership Proceedings are now the National Bank of Canada (“**NBC**”) and the Alberta Energy Regulator (“**AER**”). NBC holds a first charge over all of the assets of the Company and the proceeds therefrom, except for certain facilities either secured or owned by Stream Asset Financial Manitok LP (“**Stream**”) that were sold by the Receiver as part of the Persist PSA. As discussed in prior Reports of the Receiver, as a result of the

decision of the Supreme Court of Canada (“SCC”) in *Orphan Well Association v Grant Thornton Ltd*, 2019 SCC 5 (“*Redwater*”), the AER is a significant stakeholder in the Receivership even though it is not a “creditor” *per se*.

5. The purpose of this Eleventh Report of the Receiver (the “**Eleventh Report**” or “**this Report**”) is to provide the Court with information in respect of the following:
  - a) the status of the Receivership proceedings generally, including matters to complete;
  - b) a proposed interim distribution to NBC and the AER of cash proceeds from the Receiver’s Persist sales (the “**Third Interim Distribution**”);
  - c) a further proposed interim distribution to NBC and the AER of a pre-receivership holdback from the NOI proceedings, established by order, filed February 14, 2018 (the “**Ferrier Holdback**”, “**Ferrier SAVO**” and “**Fourth Interim Distribution**”); and
  - d) the Receiver’s conclusions and recommendations.
6. Capitalized words or terms not defined in this Report are as defined in the Receivership Order or the previous reports of the Receiver.
7. All references to dollars are in Canadian currency.

## TERMS OF REFERENCE

8. In preparing this Eleventh Report, the Receiver has relied upon financial and other information contained in the Company’s books and records. The Receiver has not performed an audit, review or other verification of such information.

## STATUS OF THE RECEIVERSHIP PROCEEDINGS

9. The asset realization efforts of the Receiver in these proceedings are substantially complete, excepting the collection of receivables, as is discussed below. All material oil and gas properties have been sold or renounced with the exception of a

few marginally accretive assets that remain to be sold, as was discussed in the Receiver's Tenth Report. The Receiver renounced and was discharged over most of the Company's unsold oil and gas properties in accordance with this Court's order, filed July 9, 2019.

10. As discussed in the Receiver's Ninth Report, the Receiver agreed with the AER to pursue sales, even if only marginally or non-accretive to the estate, of certain remaining oil and gas assets (being "**Retained Assets**" as defined in the Notice of Partial Discharge at Schedule 1 of this Court's order, filed on July 9, 2019) so such assets might not be renounced and ultimately orphaned.
11. On August 21, 2019, the AER issued an enforcement order (the "**AER Order**") against Manitok and Manitok's working interest partners pursuant to which Manitok's working interest partners were directed to either submit transfer applications to acquire licenses for the Licensed Properties (as defined in the AER Order), or alternatively submit plans to abandon such properties. A copy of the AER Order is attached as Appendix A to this Report. The Receiver is not aware of any analogous orders having yet been issued to Raimount, Corinthian, and their respective working interest partners.
12. On August 28, 2019, this Court approved two marginally accretive sales to Enercapita and Glenogle. Those transactions were subsequently closed by the Receiver. The Receiver is currently negotiating four (4) other minor sales of Retained Assets. As was noted in the Receiver's Ninth Report, although such sales are likely to be below the threshold required for Court approval, the purchasers may require vesting orders from the Court.
13. In addition to closing the above referenced transactions and obtaining approval for the Third and Fourth Interim Distributions, other matters to complete the Receivership include:



- a) determining the priority to and distributing funds being retained by the Receiver, as detailed in the Proposed Distribution Schedule at Appendix B and discussed below;
- b) collecting remaining accounts receivable, also as discussed below;
- c) finalizing the statement of adjustments and potential amendments to the previously-closed PSA with Persist; and
- d) completing the transfer of AER licenses to Enercapita, Glenogle, Persist and Shanghai, which the Receiver is continuing to hold as bare trustee; and other remaining administrative matters and duties of the Receiver.

#### **DISTRIBUTION OF FUNDS**

14. As is disclosed in the Proposed Distribution Schedule at Appendix B, the Receiver is currently holding approximately \$9.912 million specifically relating to the Persist transaction. The Receiver's counsel, NRF, is currently holding approximately \$1.625 million in its trust account, which amount was initially established as a holdback under the Ferrier SAVO. The Receiver and its counsel are therefore currently holding a total of approximately \$13.2 million in cash.
15. In addition, the Receiver estimates there is approximately \$2.6 million in pre and post-receivership accounts receivable to collect. The Receiver is working with counsel to collect these receivables, which may include the filing of Statements of Claim. It is likely that not all receivables will be collected. The Receiver is not in a position to estimate the ultimate recovery on the receivables due to commercial sensitivity.
16. As is described in the Proposed Distribution Schedule at Appendix B, priority claims are being asserted by a royalty holder, builders' lien claimants, an equipment lessor, pre-receivership asset purchasers and municipalities. Specific holdbacks were established in respect of certain of these priority claims under the Ferrier

SAVO, the Shanghai SAVO and the Persist SAVO. The Receiver has not commenced proceedings to resolve these priority claims, except insofar as it is now applying to make the Fourth Interim Distribution from the Ferrier Holdback.

### **Proposed Third Interim Distribution**

17. Prior to the release of *Redwater*, Court-approved distributions of certain proceeds from four (4) sales were made to NBC, totalling \$12,620,000.
18. All of the cash proceeds from the Company's sales to Persist continue to be held by the Receiver. The Receiver will hold additional cash proceeds from the collection of accounts receivable. Additionally, the Receiver is holding proceeds from the Company's operations and accounts receivable collections to date
19. The Receiver was aware of negotiations between the AER and NBC about their respective post-*Redwater* priorities and entitlements prior to the closing of the Persist PSA. The AER and NBC have now finalized an agreement establishing their respective entitlements from the receivership estate (the "**Distribution Agreement**"). The Receiver is not party to the Distribution Agreement, but the Receiver is aware of its terms. The Distribution Agreement is confidential. The parties to the Distribution Agreement, being the AER and NBC, have advised the Receiver and certain of the Company's working interest partners that they are not willing to disclose the confidential Distribution Agreement. A copy of correspondence in this regard from the AER, dated August 12, 2019, is attached as Appendix C.
20. The Receiver is now applying to make the Third Interim Distribution of cash proceeds from the Receiver's Persist sales, in the amount of \$4,790,000, to the AER and NBC in accordance with their Distribution Agreement.
21. The Receiver is aware that certain of the Company's working interest partners have indicated they may object to any distribution of funds other than in satisfaction of end of life obligations.

22. The Receiver is not currently proposing to distribute any amounts from the Court-ordered holdbacks under the Shanghai SAVO and Persist SAVO (as described above in paragraph 16).

#### **Proposed Fourth Interim Distribution**

23. In addition to the Third Interim Distribution, the Receiver is proposing to make a Fourth Interim Distribution of the Ferrier Holdback less \$50,000. That \$50,000 will remain as a holdback.
24. The proposed Fourth Interim Distribution reflects the Receiver's understanding that pre receivership linear tax claims are unsecured. The remaining holdback of \$50,000 is more than sufficient to cover pre-filing, non-linear taxes (inclusive of penalties) on the assets sold to Yangarra, as approved by the Ferrier SAVO. Those assets are all located in Clearwater County.
25. The Receiver is continuing to hold approximately \$1.760 million in trust, plus additional amounts for interest and penalties totalling approximately \$1.930 million, for municipal tax claims under the Persist SAVO and is otherwise retaining sufficient funds, pending further application, to cover:
- a) pre and post receivership non linear taxes on property sold;
  - b) post receivership linear taxes on property sold;
  - c) pre and post receivership non linear taxes on unsold property in municipalities where other property was sold;
  - d) post receivership linear taxes on unsold property in municipalities where other property was sold; and
  - e) penalties on the above.<sup>1</sup>

---

<sup>1</sup> As is shown in Appendix B, in addition to the listed holdbacks, the Receiver is also holding \$1.644 million in respect of other potential priority claims.

26. The Receiver is not holding back any funds in respect of the following municipal tax claims against Manitok:
  - a) pre receivership linear taxes and penalties; and
  - b) taxes owing to municipalities in which no property was sold and all property was renounced.
27. The Receiver is not holding back any funds in respect of municipal tax claims against Raimount as there are no realizations in excess of costs from the proceeds from the sale of assets or from operations.
28. Regardless of the split of the cash sale proceeds from the Persist sales between the AER and NBC, NBC will face a significant recovery shortfall and there will not be sufficient funds to meet end of life obligations
29. In summary, the Receiver is currently proposing to make the Third and Fourth Interim Distributions of \$4,790,000 and \$1,575,000 (plus incurred interest), respectively, to the AER and NBC in accordance with their Distribution Agreement.

#### **RECEIVER'S CONCLUSIONS AND RECOMMENDATIONS**

30. The Receiver is reserving sufficient funds to cover unresolved priority claims.
31. The Receiver is satisfied that the interests of Company's stakeholders have been considered and would not be materially prejudiced by the Third and Fourth Interim Distributions.
32. The Receiver recommends that this Honorable Court approve the Third and Fourth Interim Distributions, accordingly.

All of which is respectfully submitted this 12<sup>th</sup> day of September 2019.

**ALVAREZ & MARSAL CANADA INC.,**  
**in its capacity as Receiver of Manitok**  
**its personal or corporate capacity**



Orest Konowalchuk, CPA, CA, CIRP, LIT  
Senior Vice President

**Appendix A**  
**AER August 21, 2019 Order**



August 21, 2019

By E-mail, Registered Mail and/or Courier to listed Enclosed Addressees

**Manitok Energy Inc.**  
1600, 421 7 Ave SW  
Calgary, AB T2P 4K9

Calgary Head Office  
Suite 1000, 250 – 5 Street SW  
Calgary, Alberta T2P 0R4  
Canada

[www.aer.ca](http://www.aer.ca)

**Closure/Abandonment Order No. AD 2019-06**

Dear Sir/Madam:

Enclosed for your immediate attention is Closure/Abandonment Order No. AD 2019-06 (the Order) ordering the suspension, closure, and abandonment of Manitok Energy Inc. (Manitok) well and facility licences (the Licensed Properties) outlined in the Order.

The AER understands that:

- On February 20, 2018, Alvarez & Marsal Canada Inc. was appointed as Receiver-Manager (Receiver) over Manitok pursuant to the *Bankruptcy and Insolvency Act*;
- On July 9, 2019, the Receiver obtained discharge over certain AER licensed assets of Licensee and the Receiver is not providing control or possession over the wells and facilities outlined in the Order.

As Manitok is unable to provide care and custody of the Licensed Properties, the AER considers it necessary to issue an order for the Licensed Properties to protect the public and the environment. Manitok remains under Global Refer for failure to meet AER requirements.

**To meet the requirements of the Order, the Working Interest Participants must complete either of the below options, by the dates identified:**

1. Submit a transfer application to the AER to acquire the Licensed Properties in which they have an interest.

**or**

2. Submit a plan to abandon the Licensed Properties in which the Parties have an interest, and abandon all wells and/or facilities in which the Parties have a working interest.

**Submitting an Application to Transfer the Licenced Properties**

If any of the WIPs are interested in acquiring the licenses they are associated with *instead of abandoning the properties*, please contact the undersigned to commence a Regulator Directed Transfer. The Parties must acquire the appropriate mineral and surface leases in order to be eligible for a Regulator Directed Transfer application.

## The Abandonment Plan

The Licensed Properties will be abandoned according to an approved Abandonment Plan submitted by the Parties. If any of the Licensed Properties are not abandoned following the conclusion of the Abandonment Plan, the AER will take other actions.

When submitting the Abandonment Plan, the Parties must advise whether or not they will provide care and custody of the Licensed Properties, including emergency response, until time of abandonment. The AER will consider whether the Parties are willing to provide care and custody (including emergency response), when evaluating the Abandonment Plan.

The AER encourages WIPs to abandon any pipeline or pipeline segments connected to the wells and/or facilities they have been ordered to abandon. WIPs must contact the Orphan Well Association (OWA) before proceeding with abandonment of any associated pipelines, as the pipelines may be in OWA inventory. Please contact the OWA via email [contact@orphanwell.ca](mailto:contact@orphanwell.ca).

### Please be advised:

- Failure to comply with the Order will result in Global Refer being imposed against the WIPs under section 22 of the OGCA.
- If the Order is amended, only those parties impacted by the amendment will be notified.
- The *Environmental Protection and Enhancement Act* requires Manito and the WIPs to reclaim these sites and obtain a reclamation certificate. The AER requests written confirmation from the WIPs that they understand their obligations and will advise when they will commence the remediation and reclamation work.

Questions regarding the Order or actions outlined in this letter may be directed to the undersigned at [laura.chant@aer.ca](mailto:laura.chant@aer.ca) or 403-297-8592.

Regards,

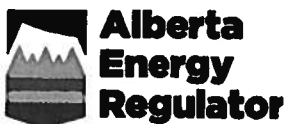


Laura Chant,  
Orphaning & Insolvency, Closure & Liability

Enclosure (AD 2019-06)

cc: Edmonton, Bonnyville, Drayton Valley, Grande Prairie, Midnapore, Medicine Hat, Slave Lake, and Wainwright Field Centres and associated Managers and Regional Coordinators, AER (E-mail),  
[Enforcement.Dashboard@aer.ca](mailto:Enforcement.Dashboard@aer.ca) (Email)  
[IWCP@aer.ca](mailto:IWCP@aer.ca)





# Order AD 2019-06

<p>MADE at the City of Calgary, in the Province of Alberta, on</p> <p><b>August 21, 2019</b></p>	<p>ALBERTA ENERGY REGULATOR</p>
--	---------------------------------

The Alberta Energy Regulator (AER), under sections 25 and 27 of the *Oil and Gas Conservation Act* (OGCA) orders:

**Manitok Energy Inc.**  
1600, 421 7 Ave SW  
Calgary, AB T2P 4K9

and

Calgary, AB T2P 0H7

557136 Alberta Inc.  
4300 Bankers Hall West, 888  
- 3rd Street S.W.  
Calgary, AB T2P 5C5

and  
Birchcliff Energy Ltd.  
1000, 600 - 3 Ave SW  
Calgary, AB T2P 0G5

Canlin Energy Corporation  
2600, 237 4 Ave SW  
Calgary, AB T2T 5N2

and

and

Acquisition Oil Corp.  
850, 333 - 7 Ave SW  
Calgary, AB T2P 2Z1

and  
Bonavista Energy  
Corporation  
1500 - 525 8 Ave SW  
Calgary, AB T2P 1G1

Cardinal Energy Ltd.  
600 - 400 3 Ave SW  
Calgary, AB T2P 4H2

and

and

Albert L'ecuyer  
805 Selkirk  
Pointe-Claire, QC H9R 3S2

and  
Bumper Development  
Corporation Ltd.  
3300, 421 7 Ave SW  
Calgary, AB T2P 4K9

Cenovus Energy Inc.  
500 Centre Street SE  
Calgary, AB T2G 1A6

and

Astral Energy Holdings Ltd.  
c/o Dentons Canada LLP  
1500, 850 - 2 St SW  
Calgary, AB T2P 0R8

and  
Canadian Natural Resources  
Ltd. &  
Canadian Natural Resources  
Northern Alberta Partnership  
2500, 855 - 2 Street SW  
Calgary, AB T2P 4J8

Chair Resources Inc.  
c/o Trimble Engineering  
Associates Ltd.  
2200, 801 - 6 Avenue SW  
Calgary, AB AB T2P 3W2

and

Arc Resources Ltd.  
1200 - 308 4 Ave SW

and

and

Chinook Energy Inc.  
1610, 222 3 Ave SW  
Calgary, AB T2R 0B4

and

City Of Medicine Hat c/o Natural Gas & Petroleum Resources Department 580 First Street SE Medicine Hat, AB T1A 8E6	First West Petroleum Inc. 3700, 400 3 Ave SW Calgary, AB T2P 4H2	and
and	and	Harvest Operations Corp. 1500 - 700 2 St SW Calgary, AB T2P 2W1
Clearview Resources Ltd. 2400, 635 8 Ave SW Calgary, AB T2P 3M3	Franco-Nevada Corporation 199 Bay Street, Suite 2000 Commerce Court West Toronto, ON M5L 1G9	and
and	and	Head First Energy Inc. 118 Springbluff Blvd SW Calgary, AB T3H 4V3
Nexen Crossfield Partnership c/o Cnooc Petroleum North America ULC Suite 2300, 500 Centre Street S.E. Calgary, AB T2G 1A6	Freehold Royalties Ltd. 400, 144 - 4 Avenue SW Calgary, AB T2P 3N4	and
and	and	Houston Oil & Gas Ltd. 800, 903 - 8 Ave SW Calgary, AB T2P 0P7
Cycle Energy Ltd. 820, 717 7 Ave SW Calgary, AB T2P 2Z3	Gain Energy Ltd. 520 - 3 Ave SW, 30th Floor Calgary, AB T2P 0R3	and
Enercana Investment Corporation 7675 Elkton Dr SW Calgary, AB T3H 3X3	and	Husky Oil Operations Limited PO Box 6525 Stn D, 707 - 8 Ave SW Calgary, AB T2P 3G7
and	Gear Energy Ltd. 2600, 240 - 4 Ave SW Calgary , AB T2P 4H4	and
Enercapita Energy Ltd 600-435 4 Ave SW Calgary, AB T2P 3A8	and	Jay-Two Resources Ltd 67 Varsity Ridge Terrace NW Calgary, AB T3A 4Y2
and	Glen Isle Exploration Ltd. 3300, 205-5 Ave SW Calgary, AB T2P 2V7	and
Exxonmobil Canada Energy c/o ExxonMobil Canada Ltd. PO Box 2480 Stn M Calgary, AB T2P 3M9	and	Journey Energy Inc. 700, 517 10 Ave SW Calgary, AB T2R 0A8
and	Glenogle Energy Inc. 1400 - 444 5 Ave SW Calgary, AB T2P 2T8	and
and	and	Kelt Exploration Ltd. 300 - 311 6 Ave SW Calgary, AB T2P 3H2
and	Golden Prairie Energy Ltd. c/o Borden Ladner Gervais LLP 1900, 520 - 3rd Avenue SW Calgary, AB T2P 0R3	and
		Lenalta Holdings Ltd.

3200, 10180 - 101 Street  
Edmonton, AB T5J 3W8

and

Lintus Resources Limited  
Suite 3700, 400 3rd Avenue  
SW  
Calgary, AB T2P 4H2

and

Longshore Resources Ltd.  
555, 605 5 Ave SW  
Calgary, AB T2P 3H5

and

Mead Resources Inc.  
900, 332 6TH Avenue SW  
Calgary, AB T2P 0B2

and

Muddy Petroleum Company  
Ltd.  
910 - 500 4 Ave SW  
Calgary, AB T2P 2V6

and

NAL Resources Limited  
600, 550 - 6 Ave SW  
Calgary, AB T2P 0S2

and

Odin Capital Inc.  
1600, 421 - 7<sup>th</sup> Avenue SW  
Calgary, AB T2P 4K9

and

Paramount Resources Ltd.  
2800, 421 - 7 Ave SW  
Calgary, AB T2P 4K9

and

Perpetual Operating Corp.  
3200, 605 5 Ave SW  
Calgary, AB T2P 3H5

and

Petrocapita Oil And Gas L.P.  
c/o Hudson & Company  
200, 625 11 Ave SW  
Calgary, AB T2R 0E1

and

Petrus Resources Corp.  
2400 - 240 4 Ave SW  
Calgary, AB T2P 4H4

and

Pine Cliff Energy Ltd.  
850, 1015 - 4 Street SW  
Calgary, AB T2R 1J4

and

Questfire Energy Corp.  
1100, 350 7 Ave SW  
Calgary, AB T2P 3N9

and

Redeagle Resources Ltd.  
400, 444 - 7 Avenue SW  
Calgary, AB T2P 0X8

and

Rising Star Resources Ltd.  
1000, 500 - 4 Ave SW  
Calgary, AB T2P 2V6

and

Sanling Energy Ltd.  
1700, 250 - 2 Street SW  
Calgary, AB T2P 0C1

and

and

Signalta Resources Limited  
700 - 840 6 Ave SW  
Calgary, AB T2P 3E5

and

Sounder Petroleum Ltd.  
4th Floor, 4943 - 50 Street  
Red Deer, AB T4N 1Y1

and

Starchild Energy Systems  
Ltd.  
PO Box 67059 Northland  
Village  
Calgary, AB T2L 2L2

and

Summerland Energy Inc.  
PO Box 13034 Centennial  
PO  
Calgary, AB T2P 0Y2

and

Surge Energy Inc.  
4000, 421 - 7 Avenue SW  
Calgary, AB T2P 4K9

and

Sutton Energy Ltd.  
PO Box 21145 RPO  
Dominion Drugs  
Calgary, AB T2P 4H5

and

TAQA North Ltd.  
2100 - 308 4 Ave SW  
Calgary, AB T2P 0H7

and

Tidewater Midstream And  
Infrastructure Ltd.  
900, 222 - 3 Ave SW  
Calgary, AB T2P 0B4

and

Verity Energy Ltd.  
2248 9 Ave SE  
Calgary, AB T2G 5P7

and

Wrangler Management Ltd.  
1600, 421 – 7 Avenue SW  
Calgary, AB T2P 4K9

and

Wxw Energy Inc.

Vermilion Energy Inc.  
3500 - 520 3 Ave SW  
Calgary, AB T2P 0R3

and

W.F. Brown Exploration Ltd.  
4500, 855 – 2 Street S.W  
Calgary, AB T2P 4K7

and

501, 888 - 4 Ave SW  
Calgary, AB T2P 0V2

and

Yoho Resources Inc.  
500, 521 - 3 Ave SW  
Calgary, AB T2P 3T3

Whitecap Resources Inc.  
3800 - 525 8 Ave SW  
Calgary, AB T2P 1G1

and

Winslow Resources Inc.  
1220, 407 - 2 Street SW  
Calgary, AB T2P 2Y3

and

Zargon Oil & Gas Ltd.  
1100, 112 - 4 Ave SW  
Calgary, AB T2P 0H3

**(collectively, “the Parties”)**

WHEREAS Manitok Energy Inc. (Licensee) is the licensee of Alberta Energy Regulator (AER) well, and facility licences listed in Appendix A (Manitok Licences);

Whereas the Licensee is the operator of the sites (the Manitok Sites) associated with the Manitok Licences;

WHEREAS the Parties identified in this Order are working interest participants in the Manitok Licences;

WHEREAS Alvarez & Marsal Canada Inc. was appointed as Receiver-Manager (Receiver) on February 20, 2018 pursuant to the *Bankruptcy and Insolvency Act*;

WHEREAS the Receiver obtained partial discharge on July 9, 2019 over certain AER licensed assets of Licensee and the Receiver is not providing control or possession over the Manitok Sites;

WHEREAS the AER is of the opinion that the Licensee is unable to operate or to provide care and custody of the Manitok Sites;

WHEREAS the AER considers it necessary to issue an order to ensure public safety and protect the environment;

WHEREAS Petrocapita Oil and Gas L.P. is a working interest participant in AER well licenses W 0066163, W0076698, W 0076833, W 0078012, W 0079925, W 0103316, W 0130875, W 0224904, W 0245524, W 0250584, W 0250588, W 0258797, W 0278554, W 0315675, W 0338256, W 0338818, W 338935, W 339130, and W 356726 respectively;

WHEREAS a receiver has been appointed over Petrocapita Oil and Gas L.P. pursuant to the *Bankruptcy and Insolvency Act*;

Whereas Trevor Gosselin, Director, Licensee Management, has been appointed a Director for the purposes of issuing orders under the *OGCA*;

Therefore, I, Trevor Gosselin, under sections 25 and 27 of the *OGCA*, DO HEREBY ORDER the following:

1. All of the Manitok Licenses are hereby suspended;
2. Any containment devices or equipment including but not limited to tanks, vessels, pipelines, lease piping, sumps, drains, tubs, containers, pits, or containment rings on any of the Manitok Sites must be depressurized, emptied, and rendered safe in a manner acceptable to the AER no later than September 4, 2019;
3. Any fluids located on any of the Manitok Sites must be immediately removed and stored or disposed of in a manner acceptable to the AER no later than September 4, 2019;
4. Any hazards on any of the Manitok Sites that present a risk to public safety or the environment, must be reported and addressed in a manner acceptable to the AER no later than September 4, 2019;
5. All wells listed in Table 1 of Appendix A must be shut in, sealed, locked and chained in a manner acceptable to the AER no later than September 4, 2019;
6. The Parties have **60 Days** from the date of this Order to:
  - a. Notify the AER of the working interest participant's intention to apply for a transfer of the Manitok Licence(s) in which they are a working interest participant, and advise if they are providing care and custody, including emergency response, of the Manitok Sites; or
  - b. Submit an abandonment plan to the AER for approval that sets out the date by which the working interest participant will complete abandonment of any Manitok sites listed in Appendix A in which they are a working interest participant;
    - i. Upon approval of the Abandonment Plan by the AER, the Parties shall abandon all wells and/or facilities in which they are a working interest participant.
    - ii. The Parties may submit amendments to the Abandonment Plan, for approval by the AER.
    - iii. Upon written request of the AER, the Parties shall amend the Abandonment Plan.
7. When complying with section 6 of this Order, the Parties shall submit all applicable documentation confirming completion of abandonment operations, including confirmation of surface abandonment and removal of cement pads, debris, and produced liquids associated with the wells and facilities listed in Appendix A.

8. Pursuant to section 101 of the *OGCA*, the Parties, and their agents, are entitled to have access to and may enter on the land and any structures on the land concerned for the purposes of carrying out activities contemplated in this Order.
9. The Order is stayed in respect of well licenses W 0066163, W0076698, W 0076833, W 0078012, W 0079925, W 0103316, W 0130875, W 0224904, W 0245524, W 0250584, W 0250588, W 0258797, W 0278554, W 0315675, W 0338256, W 0338818, W 338935, W 339130, and W 356726 respectively, where Petrocapita Oil and Gas L.P. is a working interest participant, until such time as the AER advises otherwise.

Dated at the City of Calgary in the Province of Alberta, the 21<sup>st</sup> day of August, 2019.



Trevor Gosselin  
Director, Licensee Management, Closure & Liability  
Alberta Energy Regulator

In complying with this order, the party or parties named must obtain all approvals necessary, notwithstanding the above requirements.

This order in no way precludes any enforcement actions being taken regarding this matter under the *Oil and Gas Conservation Act* or any other provincial or federal legislation, or by any other regulator with jurisdiction.

All enforcement actions issued by the AER may be subject to a follow-up review to confirm previous commitments have been completed and measures have been implemented, to ensure similar noncompliances are prevented in the future. The AER may request any information that demonstrates steps have been taken to prevent repeat noncompliances from occurring.

Under the *Responsible Energy Development Act*, an eligible person may appeal decisions that meet certain criteria. Eligible persons and appealable decisions are defined in section 36 of the *Responsible Energy Development Act* and section 3.1 of the *Responsible Energy Development Act General Regulation*. If you wish to file a request for regulatory appeal, you must submit your request according to the AER's requirements. You can find filing requirements and forms on the AER website, [www.aer.ca](http://www.aer.ca), under Applications & Notices: Appeals.

## Appendix A

Table 1 – Well Licences

Well Licence	Surface location	WIP name	Percent Interest	Licence Status
W0002689	05-01-049-25W4	LENALTA HOLDINGS LTD.	2.000000	Amended
W0002689	05-01-049-25W4	MANITOK ENERGY INC.	98.000000	Amended
W0017624	10-01-041-03W5	NAL RESOURCES LIMITED	5.250000	Suspension
W0017624	10-01-041-03W5	MANITOK ENERGY INC.	82.250000	Suspension
W0017624	10-01-041-03W5	FREEHOLD ROYALTIES PARTNERSHIP c/o FREEHOLD ROYALTIES LTD.	12.500000	Suspension
W0020081	10-10-041-03W5	WRANGLER MANAGEMENT LTD.	1.250000	Suspension
W0020081	10-10-041-03W5	SIGNALTA RESOURCES LIMITED	26.000000	Suspension
W0020081	10-10-041-03W5	NAL RESOURCES LIMITED	6.250000	Suspension
W0020081	10-10-041-03W5	CENOVUS ENERGY INC.	25.000000	Suspension
W0020081	10-10-041-03W5	MANITOK ENERGY INC.	37.250000	Suspension
W0020081	10-10-041-03W5	FREEHOLD ROYALTIES PARTNERSHIP c/o FREEHOLD ROYALTIES LTD.	4.250000	Suspension
W0026515	11-11-041-03W5	MANITOK ENERGY INC.	37.250000	Suspension
W0026515	11-11-041-03W5	FREEHOLD ROYALTIES PARTNERSHIP c/o FREEHOLD ROYALTIES LTD.	4.250000	Suspension
W0026515	11-11-041-03W5	GAIN ENERGY LTD.	58.500000	Suspension
W0031486	10-35-072-04W5	PARAMOUNT RESOURCES LTD.	35.000000	Suspension
W0031486	10-35-072-04W5	MANITOK ENERGY INC.	31.660000	Suspension
W0031486	10-35-072-04W5	QUESTFIRE ENERGY CORP.	33.340000	Suspension
W0038194	10-11-028-05W5	VERMILION ENERGY INC.	33.000000	Suspension
W0038194	10-11-028-05W5	MANITOK ENERGY INC.	67.000000	Suspension
W0060700	06-12-028-05W5	VERMILION ENERGY INC.	33.000000	Suspension
W0060700	06-12-028-05W5	MANITOK ENERGY INC.	67.000000	Suspension
W0061728	09-03-051-26W4	GLEN ISLE EXPLORATION LTD.	20.000000	Suspension
W0061728	09-03-051-26W4	MANITOK ENERGY INC.	80.000000	Suspension
W0066163	06-06-008-09W4	PETROCAPITA OIL AND GAS L.P.	21.142857	Issued
W0066163	06-06-008-09W4	BUMPER DEVELOPMENT CORPORATION LTD.	18.571429	Issued
W0066163	06-06-008-09W4	PINE CLIFF ENERGY LTD.	28.571429	Issued
W0066163	06-06-008-09W4	MANITOK ENERGY INC.	31.714286	Issued
W0073900	09-13-061-14W4	CANADIAN NATURAL RESOURCES LIMITED	50.000000	Suspension
W0073900	09-13-061-14W4	MANITOK ENERGY INC.	50.000000	Suspension
W0073980	10-14-061-14W4	CANADIAN NATURAL RESOURCES LIMITED	50.000000	Suspension
W0073980	10-14-061-14W4	MANITOK ENERGY INC.	50.000000	Suspension
W0076698	11-22-008-09W4	PETROCAPITA OIL AND GAS L.P.	12.000000	Suspension



W0076698	11-22-008-09W4	BUMPER DEVELOPMENT CORPORATION LTD.	32.500000	Suspension
W0076698	11-22-008-09W4	MANITOK ENERGY INC.	55.500000	Suspension
W0076833	07-32-008-09W4	PETROCAPITA OIL AND GAS L.P.	12.000000	Suspension
W0076833	07-32-008-09W4	BUMPER DEVELOPMENT CORPORATION LTD.	32.500000	Suspension
W0076833	07-32-008-09W4	MANITOK ENERGY INC.	55.500000	Suspension
W0078012	11-28-008-09W4	PETROCAPITA OIL AND GAS L.P.	12.000000	Suspension
W0078012	11-28-008-09W4	BUMPER DEVELOPMENT CORPORATION LTD.	32.500000	Suspension
W0078012	11-28-008-09W4	MANITOK ENERGY INC.	55.500000	Suspension
W0079925	10-29-007-10W4	PETROCAPITA OIL AND GAS L.P.	8.571400	Suspension
W0079925	10-29-007-10W4	CANADIAN NATURAL RESOURCES LIMITED	14.285700	Suspension
W0079925	10-29-007-10W4	BUMPER DEVELOPMENT CORPORATION LTD.	23.214300	Suspension
W0079925	10-29-007-10W4	MANITOK ENERGY INC.	39.642900	Suspension
W0079925	10-29-007-10W4	CLEARVIEW RESOURCES LTD.	14.285700	Suspension
W0089157	04-21-073-04W5	PARAMOUNT RESOURCES LTD.	35.000000	Suspension
W0089157	04-21-073-04W5	MANITOK ENERGY INC.	65.000000	Suspension
W0094402	10-25-072-04W5	PARAMOUNT RESOURCES LTD.	19.802650	Issued
W0094402	10-25-072-04W5	CANADIAN NATURAL RESOURCES LIMITED	43.421000	Issued
W0094402	10-25-072-04W5	MANITOK ENERGY INC.	36.776350	Issued
W0097942	15-31-006-09W4	PINE CLIFF ENERGY LTD.	25.000000	Issued
W0097942	15-31-006-09W4	MANITOK ENERGY INC.	50.000000	Issued
W0097942	15-31-006-09W4	SANLING ENERGY LTD.	25.000000	Issued
W0099006	15-30-006-09W4	PINE CLIFF ENERGY LTD.	25.000000	Suspension
W0099006	15-30-006-09W4	MANITOK ENERGY INC.	50.000000	Suspension
W0099006	15-30-006-09W4	SANLING ENERGY LTD.	25.000000	Suspension
W0103316	06-12-008-10W4	PETROCAPITA OIL AND GAS L.P.	12.000000	Suspension
W0103316	06-12-008-10W4	BUMPER DEVELOPMENT CORPORATION LTD.	32.500000	Suspension
W0103316	06-12-008-10W4	MANITOK ENERGY INC.	55.500000	Suspension
W0107421	16-28-079-09W6	W.F. BROWN EXPLORATION LTD.	4.999500	Suspension
W0107421	16-28-079-09W6	HARVEST OPERATIONS CORP.	4.999500	Suspension
W0107421	16-28-079-09W6	MANITOK ENERGY INC.	85.001500	Suspension
W0107421	16-28-079-09W6	SANLING ENERGY LTD.	4.999500	Suspension
W0108986	14-28-079-09W6	GOLDEN PRAIRIE ENERGY LTD.	3.750000	Suspension
W0108986	14-28-079-09W6	JAY-TWO RESOURCES LTD.	3.750000	Suspension
W0108986	14-28-079-09W6	MANITOK ENERGY INC.	92.500000	Suspension
W0115040	16-32-079-09W6	W.F. BROWN EXPLORATION LTD.	5.555000	Suspension
W0115040	16-32-079-09W6	HARVEST OPERATIONS CORP.	5.555000	Suspension
W0115040	16-32-079-09W6	MANITOK ENERGY INC.	83.335000	Suspension
W0115040	16-32-079-09W6	SANLING ENERGY LTD.	5.555000	Suspension
W0115768	02-11-041-03W5	CANADIAN NATURAL RESOURCES LIMITED	50.000000	Suspension

W0115768	02-11-041-03W5	NAL RESOURCES LIMITED	1.000000	Suspension
W0115768	02-11-041-03W5	MANITOK ENERGY INC.	49.000000	Suspension
W0120875	05-15-011-13W4	FIRST WEST PETROLEUM INC.	2.909700	Suspension
W0120875	05-15-011-13W4	MANITOK ENERGY INC.	91.917630	Suspension
W0120875	05-15-011-13W4	HOUSTON OIL & GAS LTD.	5.172670	Suspension
W0125026	10-10-041-03W5	WRANGLER MANAGEMENT LTD.	1.250000	Suspension
W0125026	10-10-041-03W5	SIGNALTA RESOURCES LIMITED	26.000000	Suspension
W0125026	10-10-041-03W5	NAL RESOURCES LIMITED	6.250000	Suspension
W0125026	10-10-041-03W5	CENOVUS ENERGY INC.	25.000000	Suspension
W0125026	10-10-041-03W5	MANITOK ENERGY INC.	37.250000	Suspension
W0125026	10-10-041-03W5	FREEHOLD ROYALTIES PARTNERSHIP c/o FREEHOLD ROYALTIES LTD.	4.250000	Suspension
W0125315	06-25-029-06W5	VERMILION ENERGY INC.	33.000000	Suspension
W0125315	06-25-029-06W5	MANITOK ENERGY INC.	67.000000	Suspension
W0126924	16-36-027-05W5	VERMILION ENERGY INC.	33.000000	Suspension
W0126924	16-36-027-05W5	MANITOK ENERGY INC.	67.000000	Suspension
W0127238	08-06-077-05W6	WINSLOW RESOURCES INC.	5.500000	Suspension
W0127238	08-06-077-05W6	MANITOK ENERGY INC.	25.000000	Suspension
W0127238	08-06-077-05W6	TIDEWATER MIDSTREAM AND INFRASTRUCTURE LTD.	21.000000	Suspension
W0127238	08-06-077-05W6	RISING STAR RESOURCES LTD.	48.500000	Suspension
W0129645	02-13-029-06W5	VERMILION ENERGY INC.	33.000000	Amended
W0129645	02-13-029-06W5	MANITOK ENERGY INC.	67.000000	Amended
W0130875	16-36-007-10W4	PETROCAPITA OIL AND GAS L.P.	6.000000	Suspension
W0130875	16-36-007-10W4	BUMPER DEVELOPMENT CORPORATION LTD.	16.250000	Suspension
W0130875	16-36-007-10W4	PINE CLIFF ENERGY LTD.	50.000000	Suspension
W0130875	16-36-007-10W4	MANITOK ENERGY INC.	27.750000	Suspension
W0140825	04-18-072-03W5	CHAIR RESOURCES INC.	8.786027	Issued
W0140825	04-18-072-03W5	CANADIAN NATURAL RESOURCES LIMITED	9.100000	Issued
W0140825	04-18-072-03W5	SUTTON ENERGY LTD.	6.089841	Issued
W0140825	04-18-072-03W5	SIGNALTA RESOURCES LIMITED	2.609932	Issued
W0140825	04-18-072-03W5	MANITOK ENERGY INC.	42.883676	Issued
W0140825	04-18-072-03W5	SUMMERLAND ENERGY INC.	7.054665	Issued
W0140825	04-18-072-03W5	QUESTFIRE ENERGY CORP.	2.311862	Issued
W0140825	04-18-072-03W5	CARDINAL ENERGY LTD.	21.163996	Issued
W0142172	08-33-079-09W6	557136 ALBERTA INC.	2.000000	Suspension
W0142172	08-33-079-09W6	ENERCANA INVESTMENT CORPORATION	4.000000	Suspension
W0142172	08-33-079-09W6	L'ECUYER, ALBERT	2.760000	Suspension
W0142172	08-33-079-09W6	W.F. BROWN EXPLORATION LTD.	5.555000	Suspension
W0142172	08-33-079-09W6	CANADIAN NATURAL RESOURCES LIMITED	14.250000	Suspension
W0142172	08-33-079-09W6	HARVEST OPERATIONS CORP.	5.555000	Suspension
W0142172	08-33-079-09W6	MANITOK ENERGY INC.	60.325000	Suspension

W0142172	08-33-079-09W6	SANLING ENERGY LTD.	5.555000	Suspension
W0142962	06-20-078-08W6	CANADIAN NATURAL RESOURCES LIMITED	17.335000	Suspension
W0142962	06-20-078-08W6	MANITOK ENERGY INC.	25.995000	Suspension
W0142962	06-20-078-08W6	KELT EXPLORATION LTD.	30.000000	Suspension
W0142962	06-20-078-08W6	RISING STAR RESOURCES LTD.	26.670000	Suspension
W0144217	05-35-072-04W5	PARAMOUNT RESOURCES LTD.	19.796102	Suspension
W0144217	05-35-072-04W5	CHAIR RESOURCES INC.	20.939710	Suspension
W0144217	05-35-072-04W5	MANITOK ENERGY INC.	59.264188	Suspension
W0145614	08-28-079-09W6	GOLDEN PRAIRIE ENERGY LTD.	3.750000	Suspension
W0145614	08-28-079-09W6	JAY-TWO RESOURCES LTD.	3.750000	Suspension
W0145614	08-28-079-09W6	W.F. BROWN EXPLORATION LTD.	8.292250	Suspension
W0145614	08-28-079-09W6	HARVEST OPERATIONS CORP.	2.499750	Suspension
W0145614	08-28-079-09W6	MANITOK ENERGY INC.	69.208250	Suspension
W0145614	08-28-079-09W6	SANLING ENERGY LTD.	12.499750	Suspension
W0145991	06-17-077-05W6	CYCLE ENERGY LTD.	6.000000	Suspension
W0145991	06-17-077-05W6	CANADIAN NATURAL RESOURCES LIMITED	28.875000	Suspension
W0145991	06-17-077-05W6	MANITOK ENERGY INC.	50.125000	Suspension
W0145991	06-17-077-05W6	KELT EXPLORATION LTD.	15.000000	Suspension
W0148223	10-34-072-04W5	PARAMOUNT RESOURCES LTD.	19.796102	Issued
W0148223	10-34-072-04W5	CHAIR RESOURCES INC.	20.939710	Issued
W0148223	10-34-072-04W5	MANITOK ENERGY INC.	59.264188	Issued
W0148771	04-02-073-04W5	PARAMOUNT RESOURCES LTD.	19.796102	Suspension
W0148771	04-02-073-04W5	CHAIR RESOURCES INC.	20.939710	Suspension
W0148771	04-02-073-04W5	MANITOK ENERGY INC.	59.264188	Suspension
W0150537	01-03-073-04W5	PARAMOUNT RESOURCES LTD.	19.796102	Suspension
W0150537	01-03-073-04W5	CHAIR RESOURCES INC.	20.939710	Suspension
W0150537	01-03-073-04W5	MANITOK ENERGY INC.	59.264188	Suspension
W0160771	16-33-079-09W6	L'ECUYER, ALBERT	2.760000	Suspension
W0160771	16-33-079-09W6	HARVEST OPERATIONS CORP.	5.555000	Suspension
W0160771	16-33-079-09W6	MANITOK ENERGY INC.	91.685000	Suspension
W0162541	14-33-079-09W6	L'ECUYER, ALBERT	2.760000	Suspension
W0162541	14-33-079-09W6	HARVEST OPERATIONS CORP.	5.555000	Suspension
W0162541	14-33-079-09W6	MANITOK ENERGY INC.	91.685000	Suspension
W0164094	06-01-041-03W5	NAL RESOURCES LIMITED	4.887930	Issued
W0164094	06-01-041-03W5	MANITOK ENERGY INC.	83.474140	Issued
W0164094	06-01-041-03W5	FREEHOLD ROYALTIES PARTNERSHIP c/o FREEHOLD ROYALTIES LTD.	11.637930	Issued
W0164867	04-17-072-03W5	CHAIR RESOURCES INC.	8.786027	Suspension
W0164867	04-17-072-03W5	CANADIAN NATURAL RESOURCES LIMITED	9.100000	Suspension
W0164867	04-17-072-03W5	SUTTON ENERGY LTD.	6.089841	Suspension
W0164867	04-17-072-03W5	SIGNALTA RESOURCES LIMITED	2.609932	Suspension
W0164867	04-17-072-03W5	MANITOK ENERGY INC.	42.883676	Suspension

W0164867	04-17-072-03W5	SUMMERLAND ENERGY INC.	7.054665	Suspension
W0164867	04-17-072-03W5	QUESTFIRE ENERGY CORP.	2.311862	Suspension
W0164867	04-17-072-03W5	CARDINAL ENERGY LTD.	21.163996	Suspension
W0174430	12-23-074-04W5	CHAIR RESOURCES INC.	8.081888	Suspension
W0174430	12-23-074-04W5	MANITOK ENERGY INC.	91.918112	Suspension
W0174665	02-14-028-05W5	VERMILION ENERGY INC.	33.000000	Suspension
W0174665	02-14-028-05W5	MANITOK ENERGY INC.	67.000000	Suspension
W0179398	11-01-028-05W5	NAL RESOURCES LIMITED	12.500000	Suspension
W0179398	11-01-028-05W5	MANITOK ENERGY INC.	62.750000	Suspension
W0179398	11-01-028-05W5	VERMILION ENERGY INC.	24.750000	Suspension
W0180316	05-23-028-05W5	VERMILION ENERGY INC.	33.000000	Suspension
W0180316	05-23-028-05W5	MANITOK ENERGY INC.	67.000000	Suspension
W0192353	06-07-029-05W5	VERMILION ENERGY INC.	33.000000	Suspension
W0192353	06-07-029-05W5	MANITOK ENERGY INC.	67.000000	Suspension
W0196349	06-17-069-14W4	CANADIAN NATURAL RESOURCES LIMITED	48.822630	Issued
W0196349	06-17-069-14W4	MANITOK ENERGY INC.	51.177370	Issued
W0224448	01-27-026-05W5	VERMILION ENERGY INC.	33.000000	Suspension
W0224448	01-27-026-05W5	MANITOK ENERGY INC.	67.000000	Suspension
W0224904	07-10-008-10W4	PETROCAPITA OIL AND GAS L.P.	12.000000	Issued
W0224904	07-10-008-10W4	BUMPER DEVELOPMENT CORPORATION LTD.	32.500000	Issued
W0224904	07-10-008-10W4	MANITOK ENERGY INC.	55.500000	Issued
W0232515	07-36-082-10W6	TAQA NORTH LTD.	33.333000	Suspension
W0232515	07-36-082-10W6	MANITOK ENERGY INC.	66.667000	Suspension
W0233042	02-27-026-05W5	VERMILION ENERGY INC.	16.500000	Suspension
W0233042	02-27-026-05W5	NAL RESOURCES LIMITED	25.000000	Suspension
W0233042	02-27-026-05W5	MANITOK ENERGY INC.	33.500000	Suspension
W0233042	02-27-026-05W5	CANLIN RESOURCES PARTNERSHIP c/o CANLIN ENERGY CORPORATION	25.000000	Suspension
W0239676	11-36-082-10W6	TAQA NORTH LTD.	33.333000	Suspension
W0239676	11-36-082-10W6	MANITOK ENERGY INC.	66.667000	Suspension
W0242587	06-11-041-03W5	SIGNALTA RESOURCES LIMITED	58.500000	Suspension
W0242587	06-11-041-03W5	MANITOK ENERGY INC.	37.250000	Suspension
W0242587	06-11-041-03W5	FREEHOLD ROYALTIES PARTNERSHIP c/o FREEHOLD ROYALTIES LTD.	4.250000	Suspension
W0245524	05-28-009-09W4	MEAD RESOURCES INC	5.000000	Suspension
W0245524	05-28-009-09W4	PETROCAPITA OIL AND GAS L.P.	12.000000	Suspension
W0245524	05-28-009-09W4	BUMPER DEVELOPMENT CORPORATION LTD.	5.000000	Suspension
W0245524	05-28-009-09W4	MANITOK ENERGY INC.	78.000000	Suspension
W0245878	13-08-072-03W5	CHAIR RESOURCES INC.	16.290000	Issued
W0245878	13-08-072-03W5	MANITOK ENERGY INC.	27.140000	Issued
W0245878	13-08-072-03W5	SUMMERLAND ENERGY INC.	14.142500	Issued
W0245878	13-08-072-03W5	CARDINAL ENERGY LTD.	42.427500	Issued

W0249095	01-34-026-28W4	NEXEN CROSSFIELD PARTNERSHIP c/o CNOOC PETROLEUM NORTH AMERICA ULC	25.000000	Suspension
W0249095	01-34-026-28W4	EXXONMOBIL CANADA ENERGY c/o EXXONMOBIL CANADA LTD.	25.000000	Suspension
W0249095	01-34-026-28W4	MANITOK ENERGY INC.	50.000000	Suspension
W0250584	10-33-008-11W4	PETROCAPITA OIL AND GAS L.P.	12.000000	Amended
W0250584	10-33-008-11W4	BUMPER DEVELOPMENT CORPORATION LTD.	32.500000	Amended
W0250584	10-33-008-11W4	MANITOK ENERGY INC.	55.500000	Amended
W0250588	08-06-009-11W4	PETROCAPITA OIL AND GAS L.P.	12.000000	Issued
W0250588	08-06-009-11W4	BUMPER DEVELOPMENT CORPORATION LTD.	32.500000	Issued
W0250588	08-06-009-11W4	MANITOK ENERGY INC.	55.500000	Issued
W0255298	11-02-081-12W6	ARC RESOURCES LTD.	60.000000	Suspension
W0255298	11-02-081-12W6	MANITOK ENERGY INC.	40.000000	Suspension
W0255806	04-14-081-12W6	ARC RESOURCES LTD.	47.500000	Suspension
W0255806	04-14-081-12W6	CANADIAN NATURAL RESOURCES LIMITED	26.250000	Suspension
W0255806	04-14-081-12W6	MANITOK ENERGY INC.	26.250000	Suspension
W0258797	04-05-009-09W4	PETROCAPITA OIL AND GAS L.P.	12.000000	Issued
W0258797	04-05-009-09W4	BUMPER DEVELOPMENT CORPORATION LTD.	32.500000	Issued
W0258797	04-05-009-09W4	MANITOK ENERGY INC.	55.500000	Issued
W0258949	14-19-012-04W4	CITY OF MEDICINE HAT	25.000000	Issued
W0258949	14-19-012-04W4	MANITOK ENERGY INC.	75.000000	Issued
W0259393	16-10-081-12W6	CANADIAN NATURAL RESOURCES LIMITED	50.000000	Suspension
W0259393	16-10-081-12W6	MANITOK ENERGY INC.	50.000000	Suspension
W0260613	09-01-041-03W5	CENOVUS ENERGY INC.	7.250970	Suspension
W0260613	09-01-041-03W5	MANITOK ENERGY INC.	80.513010	Suspension
W0260613	09-01-041-03W5	FREEHOLD ROYALTIES PARTNERSHIP c/o FREEHOLD ROYALTIES LTD.	12.236020	Suspension
W0261176	10-18-048-22W5	HUSKY OIL OPERATIONS LIMITED	50.000000	Amended
W0261176	10-18-048-22W5	MANITOK ENERGY INC.	50.000000	Amended
W0262257	14-18-012-04W4	CITY OF MEDICINE HAT	25.000000	Issued
W0262257	14-18-012-04W4	MANITOK ENERGY INC.	75.000000	Issued
W0265525	05-23-110-24W5	TAQA NORTH LTD.	75.000000	Issued
W0265525	05-23-110-24W5	MANITOK ENERGY INC.	25.000000	Issued
W0265965	01-03-095-01W6	SYDCO ENERGY INC.	14.285715	Suspension
W0265965	01-03-095-01W6	MANITOK ENERGY INC.	42.857143	Suspension
W0265965	01-03-095-01W6	SANLING ENERGY LTD.	42.857142	Suspension
W0266229	06-36-024-28W4	EXXONMOBIL CANADA ENERGY c/o EXXONMOBIL CANADA LTD.	33.333340	Suspension
W0266229	06-36-024-28W4	MANITOK ENERGY INC.	66.666660	Suspension
W0266344	06-26-024-28W4	EXXONMOBIL CANADA ENERGY	33.328000	Suspension

		c/o EXXONMOBIL CANADA LTD.		
W0266344	06-26-024-28W4	MANITOK ENERGY INC.	66.672000	Suspension
W0270514	04-16-081-12W6	CANADIAN NATURAL RESOURCES LIMITED	75.000000	Issued
W0270514	04-16-081-12W6	MANITOK ENERGY INC.	25.000000	Issued
W0273414	10-19-072-07W5	WXW ENERGY INC.	30.000000	Issued
W0273414	10-19-072-07W5	MANITOK ENERGY INC.	70.000000	Issued
W0275678	14-17-095-01W6	MANITOK ENERGY INC.	60.000000	Suspension
W0275678	14-17-095-01W6	SANLING ENERGY LTD.	40.000000	Suspension
W0275679	08-08-095-01W6	MANITOK ENERGY INC.	60.000000	Suspension
W0275679	08-08-095-01W6	SANLING ENERGY LTD.	40.000000	Suspension
W0275968	06-07-095-01W6	MANITOK ENERGY INC.	60.000000	Issued
W0275968	06-07-095-01W6	SANLING ENERGY LTD.	40.000000	Issued
W0278554	16-24-008-11W4	PETROCAPITA OIL AND GAS L.P.	7.058800	Suspension
W0278554	16-24-008-11W4	CANADIAN NATURAL RESOURCES LIMITED	20.588250	Suspension
W0278554	16-24-008-11W4	BUMPER DEVELOPMENT CORPORATION LTD.	19.117700	Suspension
W0278554	16-24-008-11W4	MANITOK ENERGY INC.	32.647000	Suspension
W0278554	16-24-008-11W4	CLEARVIEW RESOURCES LTD.	20.588250	Suspension
W0281135	11-35-080-12W6	CANADIAN NATURAL RESOURCES LIMITED	37.500000	Suspension
W0281135	11-35-080-12W6	GLENOGLE ENERGY INC.	25.000000	Suspension
W0281135	11-35-080-12W6	MANITOK ENERGY INC.	37.500000	Suspension
W0281949	11-16-100-08W6	MANITOK ENERGY INC.	65.000000	Amended
W0281949	11-16-100-08W6	SANLING ENERGY LTD.	35.000000	Amended
W0283957	06-12-095-02W6	MANITOK ENERGY INC.	60.000000	Issued
W0283957	06-12-095-02W6	SANLING ENERGY LTD.	40.000000	Issued
W0287800	06-35-080-12W6	CANADIAN NATURAL RESOURCES LIMITED	37.500000	Suspension
W0287800	06-35-080-12W6	GLENOGLE ENERGY INC.	25.000000	Suspension
W0287800	06-35-080-12W6	MANITOK ENERGY INC.	37.500000	Suspension
W0288305	08-16-081-12W6	ARC RESOURCES LTD.	50.000000	Suspension
W0288305	08-16-081-12W6	CANADIAN NATURAL RESOURCES LIMITED	25.000000	Suspension
W0288305	08-16-081-12W6	MANITOK ENERGY INC.	25.000000	Suspension
W0290798	03-20-013-15W4	CANADIAN NATURAL RESOURCES LIMITED	22.500000	Suspension
W0290798	03-20-013-15W4	MANITOK ENERGY INC.	77.500000	Suspension
W0291166	01-27-072-04W5	ZARGON OIL & GAS PARTNERSHIP c/o ZARGON OIL & GAS LTD.	25.000000	Amended
W0291166	01-27-072-04W5	VERITY ENERGY LTD.	25.000000	Amended
W0291166	01-27-072-04W5	MANITOK ENERGY INC.	50.000000	Amended
W0295532	06-01-044-06W5	MUDDY PETROLEUM COMPANY LTD.	30.000000	Issued
W0295532	06-01-044-06W5	MANITOK ENERGY INC.	70.000000	Issued
W0296956	08-35-080-12W6	CANADIAN NATURAL RESOURCES	37.500000	Suspension



		LIMITED		
W0296956	08-35-080-12W6	GLENOGLE ENERGY INC.	25.000000	Suspension
W0296956	08-35-080-12W6	MANITOK ENERGY INC.	37.500000	Suspension
W0301069	04-20-095-01W6	LINTUS RESOURCES LIMITED	1.250000	Issued
W0301069	04-20-095-01W6	REDEAGLE RESOURCES LTD.	2.500000	Issued
W0301069	04-20-095-01W6	SURGE GENERAL PARTNERSHIP c/o SURGE ENERGY INC.	15.000000	Issued
W0301069	04-20-095-01W6	MANITOK ENERGY INC.	50.000000	Issued
W0301069	04-20-095-01W6	ACQUISITION OIL CORP.	31.250000	Issued
W0304284	14-01-081-12W6	CANADIAN NATURAL RESOURCES LIMITED	41.176471	Suspension
W0304284	14-01-081-12W6	BIRCHCLIFF ENERGY LTD.	17.647059	Suspension
W0304284	14-01-081-12W6	MANITOK ENERGY INC.	41.176471	Suspension
W0306238	03-31-042-03W5	GEAR ENERGY LTD.	40.000000	Issued
W0306238	03-31-042-03W5	MANITOK ENERGY INC.	60.000000	Issued
W0314126	01-09-081-12W6	MANITOK ENERGY INC.	56.250000	Suspension
W0314126	01-09-081-12W6	LONGSHORE RESOURCES LTD.	43.750000	Suspension
W0315675	01-09-008-10W4	PETROCAPITA OIL AND GAS L.P.	12.000000	Issued
W0315675	01-09-008-10W4	BUMPER DEVELOPMENT CORPORATION LTD.	32.500000	Issued
W0315675	01-09-008-10W4	MANITOK ENERGY INC.	55.500000	Issued
W0317057	13-18-079-09W6	MANITOK ENERGY INC.	55.000000	Suspension
W0317057	13-18-079-09W6	LONGSHORE RESOURCES LTD.	45.000000	Suspension
W0318996	16-21-079-09W6	PARAMOUNT RESOURCES LTD.	21.875000	Suspension
W0318996	16-21-079-09W6	MANITOK ENERGY INC.	48.125000	Suspension
W0318996	16-21-079-09W6	LONGSHORE RESOURCES LTD.	30.000000	Suspension
W0321802	15-03-081-12W6	BIRCHCLIFF ENERGY LTD.	15.000000	Suspension
W0321802	15-03-081-12W6	MANITOK ENERGY INC.	47.812500	Suspension
W0321802	15-03-081-12W6	LONGSHORE RESOURCES LTD.	37.187500	Suspension
W0325196	09-29-095-01W6	FRANCO-NEVADA CORPORATION	12.500000	Suspension
W0325196	09-29-095-01W6	CANADIAN NATURAL RESOURCES LIMITED	12.500000	Suspension
W0325196	09-29-095-01W6	MANITOK ENERGY INC.	75.000000	Suspension
W0327971	04-20-013-15W4	CANADIAN NATURAL RESOURCES LIMITED	22.500000	Suspension
W0327971	04-20-013-15W4	MANITOK ENERGY INC.	77.500000	Suspension
W0331928	09-28-085-11W6	MANITOK ENERGY INC.	60.000000	Issued
W0331928	09-28-085-11W6	ENERCAPITA ENERGY LTD.	40.000000	Issued
W0334123	11-35-085-11W6	YOHO RESOURCES INC.	7.000000	Issued
W0334123	11-35-085-11W6	TAQA NORTH LTD.	10.500000	Issued
W0334123	11-35-085-11W6	MANITOK ENERGY INC.	82.500000	Issued
W0338256	03-15-008-10W4	PETROCAPITA OIL AND GAS L.P.	12.000000	Suspension
W0338256	03-15-008-10W4	BUMPER DEVELOPMENT CORPORATION LTD.	32.500000	Suspension
W0338256	03-15-008-10W4	MANITOK ENERGY INC.	55.500000	Suspension
W0338818	01-33-008-11W4	PETROCAPITA OIL AND GAS L.P.	12.000000	Issued
W0338818	01-33-008-11W4	BUMPER DEVELOPMENT	32.500000	Issued

		CORPORATION LTD.		
W0338818	01-33-008-11W4	MANITOK ENERGY INC.	55.500000	Issued
W0338935	03-33-008-11W4	PETROCAPITA OIL AND GAS L.P.	12.000000	Amended
W0338935	03-33-008-11W4	BUMPER DEVELOPMENT CORPORATION LTD.	32.500000	Amended
W0338935	03-33-008-11W4	MANITOK ENERGY INC.	55.500000	Amended
W0339130	14-19-008-10W4	PETROCAPITA OIL AND GAS L.P.	7.058800	Issued
W0339130	14-19-008-10W4	CANADIAN NATURAL RESOURCES LIMITED	20.588250	Issued
W0339130	14-19-008-10W4	BUMPER DEVELOPMENT CORPORATION LTD.	19.117700	Issued
W0339130	14-19-008-10W4	MANITOK ENERGY INC.	32.647000	Issued
W0339130	14-19-008-10W4	CLEARVIEW RESOURCES LTD.	20.588250	Issued
W0340889	09-01-041-03W5	NAL RESOURCES LIMITED	19.125000	Suspension
W0340889	09-01-041-03W5	CENOVUS ENERGY INC.	25.000000	Suspension
W0340889	09-01-041-03W5	MANITOK ENERGY INC.	55.875000	Suspension
W0341634	12-10-041-03W5	WRANGLER MANAGEMENT LTD.	1.250000	Suspension
W0341634	12-10-041-03W5	SIGNALTA RESOURCES LIMITED	17.500000	Suspension
W0341634	12-10-041-03W5	NAL RESOURCES LIMITED	6.450000	Suspension
W0341634	12-10-041-03W5	CENOVUS ENERGY INC.	25.000000	Suspension
W0341634	12-10-041-03W5	MANITOK ENERGY INC.	49.800000	Suspension
W0341862	04-20-013-15W4	CANADIAN NATURAL RESOURCES LIMITED	22.500000	Suspension
W0341862	04-20-013-15W4	MANITOK ENERGY INC.	77.500000	Suspension
W0348899	03-29-095-01W6	FRANCO-NEVADA CORPORATION	12.500000	Issued
W0348899	03-29-095-01W6	CANADIAN NATURAL RESOURCES LIMITED	12.500000	Issued
W0348899	03-29-095-01W6	MANITOK ENERGY INC.	75.000000	Issued
W0349719	14-06-096-01W6	LINTUS RESOURCES LIMITED	0.625000	Issued
W0349719	14-06-096-01W6	SURGE GENERAL PARTNERSHIP c/o SURGE ENERGY INC.	6.250000	Issued
W0349719	14-06-096-01W6	MANITOK ENERGY INC.	75.000000	Issued
W0349719	14-06-096-01W6	ACQUISITION OIL CORP.	18.125000	Issued
W0351151	06-31-006-09W4	CANADIAN NATURAL RESOURCES LIMITED	25.000000	Issued
W0351151	06-31-006-09W4	MANITOK ENERGY INC.	50.000000	Issued
W0351151	06-31-006-09W4	SANLING ENERGY LTD.	25.000000	Issued
W0351167	06-32-006-09W4	MANITOK ENERGY INC.	76.562500	Issued
W0351167	06-32-006-09W4	SANLING ENERGY LTD.	23.437500	Issued
W0351330	06-30-006-09W4	CANADIAN NATURAL RESOURCES LIMITED	25.000000	Issued
W0351330	06-30-006-09W4	MANITOK ENERGY INC.	50.000000	Issued
W0351330	06-30-006-09W4	SANLING ENERGY LTD.	25.000000	Issued
W0356726	04-06-009-11W4	PETROCAPITA OIL AND GAS L.P.	12.000000	Issued
W0356726	04-06-009-11W4	BUMPER DEVELOPMENT CORPORATION LTD.	32.500000	Issued
W0356726	04-06-009-11W4	MANITOK ENERGY INC.	55.500000	Issued



W0356894	10-17-043-03W5	MANITOK ENERGY INC.	60.000000	Issued
W0356894	10-17-043-03W5	BONAVISTA ENERGY CORPORATION	40.000000	Issued
W0359533	10-35-080-12W6	CANADIAN NATURAL RESOURCES LIMITED	37.500000	Suspension
W0359533	10-35-080-12W6	GLENOGLE ENERGY INC.	25.000000	Suspension
W0359533	10-35-080-12W6	MANITOK ENERGY INC.	37.500000	Suspension
W0360751	08-15-086-11W6	WHITECAP RESOURCES INC.	50.000000	Issued
W0360751	08-15-086-11W6	MANITOK ENERGY INC.	50.000000	Issued
W0361625	06-32-025-23W4	TAQA NORTH LTD.	19.740700	Suspension
W0361625	06-32-025-23W4	MANITOK ENERGY INC.	80.259300	Suspension
W0364057	15-10-041-03W5	WRANGLER MANAGEMENT LTD.	1.250000	Suspension
W0364057	15-10-041-03W5	MANITOK ENERGY INC.	98.750000	Suspension
W0366101	07-19-079-09W6	MANITOK ENERGY INC.	70.000000	Suspension
W0366101	07-19-079-09W6	LONGSHORE RESOURCES LTD.	30.000000	Suspension
W0381517	11-07-028-20W4	MANITOK ENERGY INC.	40.000000	Issued
W0381517	11-07-028-20W4	SANLING ENERGY LTD.	60.000000	Issued
W0383268	05-15-042-05W5	HEAD FIRST ENERGY INC.	25.000000	Issued
W0383268	05-15-042-05W5	MANITOK ENERGY INC.	52.500000	Issued
W0383268	05-15-042-05W5	CANLIN RESOURCES PARTNERSHIP c/o CANLIN ENERGY CORPORATION	22.500000	Issued
W0384736	02-11-041-03W5	SOUNDER PETROLEUM LTD.	0.500000	Suspension
W0384736	02-11-041-03W5	STARCHILD ENERGY SYSTEMS LTD.	1.931800	Suspension
W0384736	02-11-041-03W5	SIGNALTA RESOURCES LIMITED	31.681800	Suspension
W0384736	02-11-041-03W5	GEAR ENERGY LTD.	4.375000	Suspension
W0384736	02-11-041-03W5	MANITOK ENERGY INC.	61.511400	Suspension
W0395529	03-06-083-09W6	HARVEST OPERATIONS CORP.	30.000000	Suspension
W0395529	03-06-083-09W6	TAQA NORTH LTD.	13.333200	Suspension
W0395529	03-06-083-09W6	MANITOK ENERGY INC.	56.666800	Suspension
W0398023	04-35-080-12W6	CANADIAN NATURAL RESOURCES LIMITED	37.500000	Suspension
W0398023	04-35-080-12W6	GLENOGLE ENERGY INC.	25.000000	Suspension
W0398023	04-35-080-12W6	MANITOK ENERGY INC.	37.500000	Suspension
W0398027	12-35-080-12W6	CANADIAN NATURAL RESOURCES LIMITED	37.500000	Suspension
W0398027	12-35-080-12W6	GLENOGLE ENERGY INC.	25.000000	Suspension
W0398027	12-35-080-12W6	MANITOK ENERGY INC.	37.500000	Suspension
W0398931	03-20-013-15W4	CANADIAN NATURAL RESOURCES LIMITED	22.500000	Suspension
W0398931	03-20-013-15W4	MANITOK ENERGY INC.	77.500000	Suspension
W0399219	02-35-080-12W6	CANADIAN NATURAL RESOURCES LIMITED	37.500000	Suspension
W0399219	02-35-080-12W6	GLENOGLE ENERGY INC.	25.000000	Suspension
W0399219	02-35-080-12W6	MANITOK ENERGY INC.	37.500000	Suspension
W0401050	11-11-041-03W5	STARCHILD ENERGY SYSTEMS LTD.	1.885100	Suspension

W0401050	11-11-041-03W5	ASTRAL ENERGY HOLDINGS LTD.	1.875000	Suspension
W0401050	11-11-041-03W5	CANADIAN NATURAL RESOURCES LIMITED	0.937500	Suspension
W0401050	11-11-041-03W5	SIGNALTA RESOURCES LIMITED	30.916600	Suspension
W0401050	11-11-041-03W5	GEAR ENERGY LTD.	4.375000	Suspension
W0401050	11-11-041-03W5	MANITOK ENERGY INC.	60.010800	Suspension
W0412604	16-10-041-03W5	WRANGLER MANAGEMENT LTD.	1.250000	Suspension
W0412604	16-10-041-03W5	SIGNALTA RESOURCES LIMITED	17.500000	Suspension
W0412604	16-10-041-03W5	NAL RESOURCES LIMITED	6.450000	Suspension
W0412604	16-10-041-03W5	MANITOK ENERGY INC.	74.800000	Suspension
W0413353	04-33-042-02W5	MANITOK ENERGY INC.	75.000000	Issued
W0413353	04-33-042-02W5	BONAVISTA ENERGY CORPORATION	25.000000	Issued
W0433899	12-36-037-06W5	MUDDY PETROLEUM COMPANY LTD.	15.000000	Issued
W0433899	12-36-037-06W5	MANITOK ENERGY INC.	85.000000	Issued
W0437612	16-36-020-04W5	ODIN CAPITAL INC.	3.903750	Suspension
W0437612	16-36-020-04W5	MANITOK ENERGY INC.	96.096250	Suspension
W0444172	01-36-042-16W5	MANITOK ENERGY INC.	65.000000	Suspension
W0444172	01-36-042-16W5	PETRUS RESOURCES CORP.	35.000000	Suspension
W0445131	01-36-042-16W5	MANITOK ENERGY INC.	72.000000	Suspension
W0445131	01-36-042-16W5	PETRUS RESOURCES CORP.	28.000000	Suspension
W0460915	01-36-042-16W5	MANITOK ENERGY INC.	25.000000	Suspension
W0460915	01-36-042-16W5	PETRUS RESOURCES CORP.	25.000000	Suspension
W0460915	01-36-042-16W5	CANLIN RESOURCES PARTNERSHIP c/o CANLIN ENERGY CORPORATION	50.000000	Suspension

Table 2 – Facility Licences

FacilityLicence	Surface location	WIP name	WIP Percentage	Licence Status
F16441	16-33-079-09W6	HARVEST OPERATIONS CORP.	5.555000	Issued
F16441	16-33-079-09W6	L'ECUYER, ALBERT	2.760000	Issued
F16441	16-33-079-09W6	MANITOK ENERGY INC.	91.685000	Issued
F21572	04-11-011-13W4	FIRST WEST PETROLEUM INC.	5.118700	Issued
F21572	04-11-011-13W4	JOURNEY ENERGY INC.	10.300000	Issued
F21572	04-11-011-13W4	MANITOK ENERGY INC.	39.831300	Issued
F21572	04-11-011-13W4	SANLING ENERGY LTD.	44.750000	Issued
F22793	15-13-008-10W4	BUMPER DEVELOPMENT CORPORATION LTD.	32.500000	Issued
F22793	15-13-008-10W4	MANITOK ENERGY INC.	55.500000	Issued
F22793	15-13-008-10W4	PETROCAPITA OIL AND GAS L.P.	12.000000	Issued
F25965	10-01-041-03W5	FREEHOLD ROYALTIES LTD.	12.500000	Issued
F25965	10-01-041-03W5	MANITOK ENERGY INC.	82.250000	Issued
F25965	10-01-041-03W5	NAL RESOURCES LIMITED	5.250000	Issued

F26171	11-02-081-12W6	ARC RESOURCES LTD.	60.000000	Amended
F26171	11-02-081-12W6	MANITOK ENERGY INC.	40.000000	Amended
F26197	04-14-081-12W6	ARC RESOURCES LTD.	47.500000	Amended
F26197	04-14-081-12W6	CANADIAN NATURAL RESOURCES LIMITED	26.250000	Amended
F26197	04-14-081-12W6	MANITOK ENERGY INC.	26.250000	Amended
F26772	16-36-027-05W5	MANITOK ENERGY INC.	67.000000	Issued
F26772	16-36-027-05W5	VERMILION ENERGY INC.	33.000000	Issued
F29860	11-02-081-12W6	ARC RESOURCES LTD.	38.180000	Issued
F29860	11-02-081-12W6	CANADIAN NATURAL RESOURCES LIMITED	27.125000	Issued
F29860	11-02-081-12W6	CANADIAN NATURAL RESOURCES NORTHERN ALBERTA PARTNERSHIP c/o CANADIAN NATURAL RESOURCES LIMITED	3.320000	Issued
F29860	11-02-081-12W6	GLENOGLE ENERGY INC.	4.250000	Issued
F29860	11-02-081-12W6	MANITOK ENERGY INC.	27.125000	Issued
F30310	10-18-048-22W5	HUSKY OIL OPERATIONS LIMITED	50.000000	Amended
F30310	10-18-048-22W5	MANITOK ENERGY INC.	50.000000	Amended
F30498	04-20-013-15W4	CANADIAN NATURAL RESOURCES LIMITED	22.500000	Issued
F30498	04-20-013-15W4	MANITOK ENERGY INC.	77.500000	Issued
F31717	03-20-013-15W4	CANADIAN NATURAL RESOURCES LIMITED	22.500000	Amended
F31717	03-20-013-15W4	MANITOK ENERGY INC.	77.500000	Amended
F32046	03-20-079-09W6	MANITOK ENERGY INC.	70.000000	Issued
F32046	03-20-079-09W6	LONGSHORE RESOURCES LTD.	30.000000	Issued
F32089	01-09-079-11W6	LONGSHORE RESOURCES LTD.	8.750000	Issued
F32089	01-09-079-11W6	MANITOK ENERGY INC.	67.250000	Issued
F32089	01-09-079-11W6	LONGSHORE RESOURCES LTD.	24.000000	Issued
F32734	01-09-081-12W6	MANITOK ENERGY INC.	56.250000	Issued
F32734	01-09-081-12W6	LONGSHORE RESOURCES LTD.	43.750000	Issued
F34499	08-28-079-09W6	GOLDEN PRAIRIE ENERGY LTD.	3.750000	Issued
F34499	08-28-079-09W6	HARVEST OPERATIONS CORP.	2.499750	Issued
F34499	08-28-079-09W6	JAY-TWO RESOURCES LTD.	3.750000	Issued
F34499	08-28-079-09W6	MANITOK ENERGY INC.	69.208250	Issued
F34499	08-28-079-09W6	SANLING ENERGY LTD.	12.499750	Issued
F34499	08-28-079-09W6	W.F. BROWN EXPLORATION LTD.	8.292250	Issued
F36607	05-01-049-25W4	LENALTA HOLDINGS LTD.	2.000000	Issued
F36607	05-01-049-25W4	MANITOK ENERGY INC.	98.000000	Issued
F36799	05-24-051-10W4	CANADIAN NATURAL RESOURCES LIMITED	22.500000	Issued
F36799	05-24-051-10W4	MANITOK ENERGY INC.	16.667000	Issued
F36799	05-24-051-10W4	PERPETUAL OPERATING CORP.	60.833000	Issued
F39233	03-31-042-03W5	GEAR ENERGY LTD.	40.000000	Issued
F39233	03-31-042-03W5	MANITOK ENERGY INC.	60.000000	Issued
F39873	06-35-080-12W6	CANADIAN NATURAL RESOURCES	37.500000	Issued

		LIMITED		
F39873	06-35-080-12W6	GLENOGLE ENERGY INC.	25.000000	Issued
F39873	06-35-080-12W6	MANITOK ENERGY INC.	37.500000	Issued
F8795	10-10-041-03W5	CHINOOK ENERGY INC.	30.459800	Amended
F8795	10-10-041-03W5	FREEHOLD ROYALTIES LTD.	4.601000	Amended
F8795	10-10-041-03W5	MANITOK ENERGY INC.	30.459800	Amended
F8795	10-10-041-03W5	NAL RESOURCES LIMITED	5.870000	Amended
F8795	10-10-041-03W5	SIGNALTA RESOURCES LIMITED	27.727500	Amended
F8795	10-10-041-03W5	WRANGLER MANAGEMENT LTD.	0.881900	Amended

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

317



COURT FILE NUMBER

Dated this 17 day of Oct 2019  
25-2332583 for Registrar at Calgary  
25-2332610 for Bankruptcy Division of the  
25-2335351 Court of Queen's Bench of Alberta

COURT

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

JUDICIAL CENTRE

CALGARY

PROCEEDINGS

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

IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A  
PROPOSAL OF RAIMOUNT ENERGY CORP.

IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A  
PROPOSAL OF CORINTHIAN OIL CORP.

DOCUMENT

**ORDER**  
**(Third Interim Distribution)**

ADDRESS FOR SERVICE  
AND CONTACT  
INFORMATION OF PARTY  
FILING THIS DOCUMENT

Norton Rose Fulbright Canada LLP  
400 3rd Avenue SW, Suite 3700  
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**Attention: Howard A. Gorman, QC and D. Aaron Stephenson**

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File No. 1001023920  
Box No. 39

**DATE ON WHICH ORDER WAS PRONOUNCED:**

October 16, 2019

**NAME OF JUDGE WHO MADE THIS ORDER:**

Romaine J.

**LOCATION OF HEARING:**


Calgary, Alberta

**UPON** the Application of Alvarez & Marsal Canada Inc. in its capacity as the receiver and manager of Manito Energy Inc. and Raimount Energy Corp. (the **Receiver**); **AND UPON** reviewing the order of Justice K. Horner pursuant to which the Receiver was appointed on February 20, 2018 (the **Receivership Order**), the sale approval and vesting orders for the Receiver's sales to Persist Oil and Gas Inc. (**Persist**), filed January 18, 2019, as amended by a

subsequent order, filed April 12, 2019, the order for the distribution of cash proceeds from the sales to Persist, filed January 18, 2019 and the order regarding the partial discharge of the Receiver and Trustee over certain assets, filed July 9, 2019; **AND UPON** reviewing the Ninth and Eleventh Reports of the Receiver, filed June 25, 2019 and September 12, 2019; **AND UPON** hearing from counsel for the Receiver and any other parties present:

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

1. The time for service of this application and all supporting materials is abridged, if necessary, and service of this application and all supporting materials is deemed good and effective.
2. The Receiver is hereby authorized to make an interim distribution in the total amount of \$4,792,118 from the cash proceeds of the Receiver's sales to Persist. Such interim distribution shall be made by the Receiver to the National Bank of Canada (**NBC**) and the Alberta Energy Regulator (**AER**) in accordance with their Distribution Agreement.
3. This Order must be served only on those interested parties that attended or were represented at the within application, and service may be effected by facsimile, electronic mail, personal delivery or courier. Service of this order on any party not attending this application is hereby dispensed with.

  
\_\_\_\_\_  
J.C.Q.B.A.

CLERK OF THE COURT  
FILED

NOV 04 2019

JUDICIAL CENTRE  
OF CALGARY

COURT FILE NUMBERS 25-2332583  
25-2332610  
25-2335351

COURT COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY

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

IN THE MATTER OF THE NOTICE OF INTENTION TO  
MAKE A PROPOSAL OF RAIMOUNT ENERGY CORP.

IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE  
A PROPOSAL OF CORINTHIAN OIL CORP.

DOCUMENT **TWELFTH REPORT OF THE RECEIVER**

**NOVEMBER 4, 2019**

ADDRESS FOR SERVICE AND  
CONTACT INFORMATION OF  
PARTY FILING THIS  
DOCUMENT

**RECEIVER**  
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File: 1001023920



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## **LISTING OF APPENDICES TO THE TWELFTH REPORT OF THE RECEIVER**

APPENDIX A	GOOSE CREEK PSA - REDACTED
APPENDIX B	CNRNAP ROFR CORRESPONDENCE
APPENDIX C	ADDED ASSETS
CONFIDENTIAL APPENDIX 1	GOOSE CREEK PSA - UNREDACTED



## INTRODUCTION

1. On February 20, 2018 (the “**Receivership Date**”), the Court of Queen’s Bench of Alberta (the “**Court**”) granted an order in these proceedings (the “**Consent Receivership Order**”) appointing Alvarez & Marsal Canada Inc. (“**A&M**”) as receiver and manager (the “**Receiver**”), without security, of all of the current and future assets, undertakings and properties of every nature and kind whatsoever, including but not limited to real property and wherever situate including all proceeds thereof (the “**Property**”) of Manito Energy Inc. (“**Manitok**”) and its wholly owned subsidiary Raimount Energy Corp. (“**Raimount**”) (together, or either of them, as the context requires, the “**Company**”) pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3, as amended, (the “**BIA**”) and section 13(2) of the *Judicature Act*, RSA 2000, c J-2.
2. Concurrently with the Receivership, Manitok, Raimount and Manitok’s other wholly owned subsidiary, Corinthian Oil Corp. (“**Corinthian**”), was deemed bankrupt and A&M became the Licensed Insolvency Trustee of each of the three entities.
3. As discussed in previous Reports, the most significant stakeholders in the Receivership are now the National Bank of Canada (“**NBC**”) and the Alberta Energy Regulator (“**AER**”). NBC continues to hold a first charge over all of the undistributed assets of the Company and the proceeds therefrom. As a result of the decision of the Supreme Court of Canada (“**SCC**”) in *Orphan Well Association v Grant Thornton Ltd*, 2019 SCC 5 (“**Redwater**”), the AER is a significant stakeholder in the Receivership even though it is not a “creditor” *per se*.
4. The purpose of this Twelfth Report of the Receiver (the “**Twelfth Report**” or “**this Report**”) is to provide the Court with information in respect of the following:
  - a) the status of marginally accretive transactions, two of which were recently approved by the Court, and two others that did not require Court approval;

- b) the purchase and sale agreement (“**Goose Creek PSA**”) between the Receiver of Raimount and Goose Creek Resources Ltd. (“**Goose Creek**”) dated September 27, 2019, along with the proposed Sale Approval and Vesting Order;
  - c) the Receiver’s application for the sealing of Confidential Appendix 1 to this Report (the “**Sealing Order**”);
  - d) the Receiver’s request to amend the Retained Asset Listing attached to the July 12, 2019 Court Order; and
  - e) the Receiver’s conclusions and recommendations.
5. Capitalized terms not defined in this Report have the meaning given in the Receivership Order, or the previous reports of the Receiver.
  6. All references to dollars are in Canadian currency unless otherwise noted.

#### **TERMS OF REFERENCE**

7. In preparing this Twelfth Report, the Receiver has relied upon financial and other information contained in the Company’s books and records. The Receiver has not performed an audit, review or other verification of such information.

#### **SALE OF marginally accretive assets**

8. As discussed in the Ninth Report, the Receiver agreed with the AER that it would pursue certain sales of remaining oil and gas assets that were only marginally accretive or non-accretive to the estate but which would reduce end of life obligations of the Company by transferring assets that would otherwise be renounced.
9. On August 28, 2019 a Sale Approval and Vesting Order (“**SAVO**”) was granted approving the Enercapita PSA and the Glenogle PSA, two marginally accretive transactions. Those transactions have now closed. Additionally, the Receiver has

closed two other transactions that did not require Court Approval, for total proceeds of \$15,000.

10. The Goose Creek PSA is the last marginally accretive transaction being pursued by the Receiver in connection with its agreement with the AER.

#### **THE GOOSE CREEK PURCHASE AND SALE AGREEMENT**

11. Pursuant to paragraph 3(k) of the Receivership Order, the Receiver is empowered and authorized to market the Property, including advertising and soliciting offers in respect of the Property or any parts thereof, and negotiate such terms and conditions for the sale of the Property as the Receiver in its discretion may deem appropriate.
12. As discussed in the Fourth Report, an order (the “**Sale Process Order**”) was granted on August 10, 2018 pursuant to which the Court approved a Sale Process and the Receiver’s decision to retain Peters & Co. Limited as Marketing Agent. A broad-based, comprehensive marketing and sale process was then undertaken by the Receiver and the Marketing Agent in accordance with the Sale Process Order to identify suitable and qualified purchasers for the Company’s Property.
13. After successive rounds of bidding, the Receiver, in consultation with the Marketing Agent, Stream and NBC negotiated the sale of the core properties of Manitok and has closed, within the timelines of the marketing process, five (5) separate purchase and sale agreements after receiving Court Approval.
14. Notwithstanding the Receiver’s efforts to market all of the Property of the Company, no acceptable offers were received for any other Property of Manitok or Raimount during the timelines established during the marketing process in late 2018. A handful of small offers were received; however, the offers were not accretive to the estate and were not pursued by the Receiver.
15. The Receiver completed the realization of oil & gas assets of the Company and recently renounced and was discharged by the Court over all but a few specific

properties. These specific properties had been identified by the Receiver and the AER as having an interested purchaser at a value at least sufficient to cover the costs of the transaction, the divestiture of which would reduce the end of life obligations of the Company.

16. The Receiver considers the Goose Creek PSA to reflect the best and highest price available for the assets involved, as it is the only offer received for the property being purchased. The AER supports the Court's approval of this agreement and NBC has no objection to the sale proceeding.
17. The purchase and sale agreement requires certain information affecting the properties to remain confidential. Further, the Receiver is concerned that, if the transaction value is disclosed prior to the closing of the corresponding sales, such disclosure could materially jeopardize the sales; if any of the sales do not close the Receiver will likely have to renounce the properties being sold, as there is no alternate purchaser. As such, the Receiver is respectfully of the view that it is appropriate for this Honourable Court to seal the unredacted Goose Creek PSA attached as Confidential Appendix 1 to this Twelfth Report.
18. A redacted copy of the Goose Creek PSA is attached as Appendix A.

#### **Considerations to Accepting the Goose Creek PSA**

19. The Receiver believes approval of the Goose Creek PSA is in the best interests of all stakeholders for the following reasons:
  - a) the Receiver was authorized to market and sell the Properties pursuant to section 3(k) of the Receivership Order and the Sale Process Order;
  - b) the Receiver acted in good faith and with due diligence;
  - c) there was an extensive, broad marketing process for all of the Property that was conducted by an experienced marketing consultant to a large number of prospective purchasers over a reasonable timeframe and no

acceptable offers for the properties now being sold to Goose Creek were received during that process;

- d) AER is supportive of the transactions and NBC has no objection;
- e) The transaction will reduce end of life obligations of Raimount;
- f) the Goose Creek PSA was negotiated between parties at arm's length in good faith and is commercially reasonable under the circumstances; and
- g) the offer submitted by Goose Creek was the only offer received.

20. The majority of the properties being sold are subject to a right of first refusal (“**ROFR**”) in favour of Canadian Natural Resources Northern Alberta Partnership (“**CNRNAP**”). CNRNAP has acknowledged receipt of ROFR notices delivered by the Receiver on October 2, 2019 but has not signed any of them. An example of the correspondence received by CNRNAP for each of the nine (9) ROFR notices sent by the Receiver is attached as Appendix B. The ROFR notice period of 30 days expired on November 1, 2019.
21. The Goose Creek PSA is not subject to any material conditions other than expiry of the ROFR notices (which has now occurred) and approval of this Court. As a result, and because the Goose Creek PSA is the only offer, and as this transaction will reduce end of life obligations of Raimount, the Receiver believes it is in the best interest of the Company’s stakeholders to complete this transaction.
22. On July 9, 2019 the Receiver obtained a Court Order to renounce and be discharged over all Discharged Property. Discharged Property excluded certain unsold property in which the Receiver had agreed with the AER to attempt to sell in marginally accretive transactions in an effort to reduce end of life obligations of the Company. This property was specifically excluded from the Partial Discharge and enumerated in a schedule attached to the July 9, 2019 Court Order (the “**Retained Asset Listing**”).

23. In the case of the Goose Creek offer, Goose Creek had initially provided the Receiver with a list of property it wished to acquire; that property was included on the Retained Asset Listing. In finalizing the Goose Creek PSA, Goose Creek added a number of wells, facilities and pipelines it wished to purchase (the “**Added Assets**”) and also deleted a few wells. The Added Assets, attached as Appendix C, were not included in the Retained Asset Listing.
24. The Receiver wishes to convey the Added Assets to Goose Creek and seeks an amendment to include the Added Assets on the Retained Asset Listing, to give the Receiver the power to convey all the assets included in the Goose Creek PSA.
25. The Receiver has consulted with the AER with respect to the Added Assets, and the AER supports the inclusion of the Added Assets on the Retained Asset Listing for the purpose of conveying them to Goose Creek.

#### **RECEIVER’S CONCLUSIONS AND RECOMMENDATIONS**

26. The Receiver is of the view that it has made commercially reasonable efforts to obtain the highest realizations for the Property.
27. The Receiver is satisfied that the interests of Raimount’s financial stakeholders have been considered and are not materially prejudiced by the sales.
28. The Receiver is satisfied that the sale is inherently fair and has been conducted in a manner such that no parties to the process have experienced preferential or unfair treatment.
29. The Receiver recommends that this Honorable Court approve:
  - a) the Goose Creek PSA and Sale Approval and Vesting Order;
  - b) the Sealing Order; and
  - c) an Order amending the Retained Asset Listing attached to the July 9, 2019 Court Order such that the Added Assets be included.

All of which is respectfully submitted this 4<sup>th</sup> day of November 2019.

**ALVAREZ & MARSAL CANADA INC.,  
in its capacity as Receiver of the Company  
its personal or corporate capacity**

A handwritten signature in dark ink, appearing to read 'Orest Konowalchuk', with a stylized flourish at the end.

Orest Konowalchuk, CPA, CA, CIRP, LIT  
Senior Vice President



COURT FILE NUMBERS 25-2332583  
25-2332610  
25-2335351

COURT COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY

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

IN THE MATTER OF THE NOTICE OF INTENTION TO  
MAKE A PROPOSAL OF RAIMOUNT ENERGY CORP.

IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE  
A PROPOSAL OF CORINTHIAN OIL CORP.

DOCUMENT **FOURTEENTH REPORT OF THE RECEIVER**

**June 22, 2020**

ADDRESS FOR SERVICE AND  
CONTACT INFORMATION OF  
PARTY FILING THIS  
DOCUMENT

**RECEIVER**

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ALVAREZ & MARSAL



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<b>APPENDIX B</b>	<b>Correspondence to Municipalities</b>
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<b>APPENDIX D</b>	<b>Fifth Interim Distribution Schedule</b>
<b>APPENDIX E</b>	<b>Summary of Receiver’s Accounts</b>
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<b>APPENDIX G</b>	<b>Summary of Conflict Counsels’ Accounts</b>

## INTRODUCTION

1. On February 20, 2018 (the “**Receivership Date**”), the Court of Queen’s Bench of Alberta (the “**Court**”) granted an order in these proceedings (the “**Consent Receivership Order**”) appointing Alvarez & Marsal Canada Inc. (“**A&M**”) as receiver and manager (the “**Receiver**”), without security, of all of the current and future assets, undertakings and properties of every nature and kind whatsoever, including but not limited to real property and wherever situate including all proceeds thereof (the “**Property**”) of Manitok Energy Inc. (“**Manitok**”) and its wholly owned subsidiary Raimount Energy Corp. (“**Raimount**”) (together, or either of them, as the context requires, the “**Company**”) pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3, as amended (the “**BIA**”) and section 13(2) of the *Judicature Act*, RSA 2000, c J-2.
2. Concurrently with the Receivership, Manitok, Raimount and Manitok’s other wholly owned subsidiary, Corinthian Oil Corp. (“**Corinthian**”), were deemed bankrupt and A&M became the Licensed Insolvency Trustee of each of them.
3. As discussed in previous Reports, the most significant stakeholders in the Receivership Proceedings are now the National Bank of Canada (“**NBC**”) and the Alberta Energy Regulator (“**AER**”). NBC continues to hold a first charge over all of the undistributed assets of the Company and the proceeds therefrom. As a result of the decision of the Supreme Court of Canada (“**SCC**”) in *Orphan Well Association v Grant Thornton Ltd*, 2019 SCC 5 (“**Redwater**”), the AER is a significant stakeholder in the Receivership even though it is not a “creditor” *per se*.
4. In the Receiver’s Ninth and Eleventh Reports, the Receiver discussed outstanding municipal tax claims and their priorities. The Eleventh Report proposed making the Third and Fourth interim distribution to NBC and the AER. Two interim distribution orders were accordingly granted on October 16, 2019, one of which resulted in the distribution of mostly all of the previously established holdback (the “**Ferrier Holdback**”, as defined in the Eleventh Report) for claims based on unpaid pre-filing municipal taxes.

5. As was explained in the Eleventh Report, additional funds continue to be held by the Receiver pending the final determination of municipal tax claims (“**Tax Holdback**”) and other asserted priority claims.

#### **PURPOSE**

6. The purpose of this Fourteenth Report of the Receiver (the “**Fourteenth Report**” or “**this Report**”) is to provide the Court with information in respect of the following:
  - a) the Receiver’s activities and status of the Receivership proceedings generally, including matters to complete;
  - b) a proposed distribution of a portion of the Tax Holdback to certain supportive municipalities in full and final satisfaction of their priority claims;
  - c) the proposed release of the remaining Tax Holdback and the Ferrier Holdback to general estate funds;
  - d) a proposed interim distribution to NBC and AER of general estate funds in excess of what is required to satisfy administrative costs and remaining priority claims (the “**Fifth Distribution**”);
  - e) the updated cash flow results for the period from June 1, 2019 to June 3, 2020 (the “**Reporting Period**”);
  - f) the request for the approval of the professional fees and costs of the Receiver and its legal counsel from May 1, 2019 to April 30, 2020;
  - g) the request for approval of the Receiver’s actions, activities and conduct as described in this and prior Reports filed with this Honourable Court; and
  - h) the Receiver’s conclusions and recommendations.

7. Capitalized words or terms not defined in this Report are as defined in the Receivership Order or the previous reports of the Receiver (the “**Prior Reports**”).
8. All references to dollars are in Canadian currency.

#### **TERMS OF REFERENCE**

9. In preparing this Fourteenth Report, the Receiver has relied upon financial and other information contained in the Company’s books and records. The Receiver has not performed an audit, review or other verification of such information.

#### **ACTIVITIES OF THE RECEIVER AND STATUS OF THE RECEIVERSHIP PROCEEDINGS**

10. Since the Ninth Report, when the Receiver last reported to this Court on its activities generally, the Receiver’s activities have included the following, but are not limited to:
  - a) prepared four further Reports to this Honourable Court (exclusive of this Report) for specific matters as reported therein;
  - b) completed six marginally accretive sale transactions to reduce end of life obligations of the Company, with the support of the AER and NBC, three of which were approved by the Court in the Receiver’s Tenth and Twelfth Reports and three that did not require Court approval;
  - c) completed the Third and Fourth Interim Distributions to NBC and AER, as reported in the Eleventh Report and approved by the Court on October, 16, 2019;
  - d) facilitated an agreement between PrairieSky and the AER on entitlement to and the distribution of the Prairiesky Holdback, as established by Court order on November 5, 2018;

- e) analyzed the impact and reported, in the Receiver's Thirteenth Report, on the application of Persist to further amend the Persist PSA and Persist SAVO, which resulted in the relief requested by Persist (further amendment of the Persist SAVO) and the Receiver's consequential relief (confirmation of discharge over certain assets) being granted by the Court on May 22, 2020;
- f) analysis and settlement of known but unresolved priority claims. As reported in the Receiver's Eleventh Report, the Receiver, in addition to the Tax Holdback and the Lien Holdback established by prior Court orders, established an additional (non-Court ordered) holdback totalling approximately \$1.6 million to provide for known, but unresolved priority claims of creditors. The Receiver has now settled or resolved and paid out all of those known priority claims except for the claim of Yangarra related to a pre-receivership sale transaction with Manitok and a post filing third party litigation claim filed by Yangarra against Manitok;
- g) finalized various post closing transaction matters with respect to the asset sale to Shanghai, including the AER license transfer and final statement of adjustments;
- h) finalized numerous post closing matters related to the Persist transaction, including transfer of AER licenses and final statement of adjustments;
- i) completed various post closing matters and negotiated and settled matters related to a pre-receivership transaction involving DOAG Energy Ltd.;
- j) reviewed, analyzed and engaged conflict counsel to assist with the Yangarra pre-receivership transaction and Yangarra's post-receivership filing of a third party claim, initially against the Receiver

directly (now against the Manitok estate). Settlement discussions are currently ongoing;

- k) numerous analyses of outstanding municipal tax issues and communications to resolve the claims of the five municipalities with priority claims (as described below);
- l) finalized and settled the outstanding claim with Ember;
- m) attended to the completion of various end of life obligations agreed with the AER and NBC that the Receiver was managing;
- n) various analyses to assess salability of remaining properties and preparation of materials to renounce and be discharged over properties that could not be sold;
- o) reviewed and analyzed the two builders' liens claiming priority and prepared settlement offers in relation to same. Settlements were not reached and the priority of these lien claims will likely have to be determined by this Honourable Court;
- p) reviewed and analyzed the outstanding AER fees relating to Persist post transaction period and recovered approximately \$150,000 for AER administration fees, which were paid directly to the AER by Persist;
- q) attended various calls and meetings with the secured creditors concerning operational and financial updates of the Company and other matters involving the Receivership generally;
- r) attended various calls and meetings with the AER concerning operations and financial updates of the Company, renunciation of assets, and potential sale of remaining assets of the Company, and other matters regarding the Receivership generally;

- s) analyzed, negotiated, settled and collected upon the majority of the outstanding receivables from various working interest partners. The Receiver has one significant outstanding receivable with Canadian Natural Resources Ltd (“CNRL”) for approximately \$800,000;
  - t) provided instructions to the Receiver’s primary independent legal counsel, Norton Rose Fulbright Canada LLP (“NRF”), in respect of the Receivership generally; and
  - u) provided instructions to McCarthy Tetrault LLP (“MT”) and Scott Ventura Rudakoff LLP (“SVR”) as conflict counsel, in respect of specific matters.
11. The asset realization efforts of the Receiver in these proceedings are substantially complete, with the exception of:
- a) the collection of the CNRL receivable and a few smaller receivables;
  - b) a minor non-operated interest the Receiver is negotiating to sell to the majority working interest partner.
12. All prior sale transactions the Receiver has entered into have now closed, although the Receiver is still dealing with a certain small number of post-closing matters.
13. The main matters to complete the Receivership are to:
- a) determine the priority to and distribute funds being retained by the Receiver in respect of the Yangarra claim and under the Court-ordered Tax Holdback and Lien Holdback (as discussed below); and
  - b) collect remaining accounts receivable, which is an ongoing process involving legal counsel. The Receiver is not in a position to estimate the ultimate recovery on the receivables due to the commercial sensitivity of any possible negotiations and settlements.

## COURT ORDERED AND ADDITIONAL TAX HOLDBACKS

14. The Receiver is currently holding \$2,891,660.74 for asserted priority claims, as follows:

Persist SAVO Holdback for Municipal Taxes	\$1,760,337.53
Receiver's additional holdback for Municipal Taxes	549,544.73
Total Holdback for Municipal Taxes	2,309,882.26
Persist SAVO Lien Holdback	581,778.48
Total Receiver Holdbacks	\$2,891,660.74

15. The Persist SAVO holdbacks were established by the Court in connection with the approval of the Receiver's sale of certain Property to Persist Oil and Gas Ltd. ("Persist"). The Receiver established an additional holdback for municipal tax claims despite not being ordered to do so. Certain municipalities are claiming a special lien based on unpaid non-linear taxes on Property in their jurisdictions that was sold to Persist and Shanghai. Two builder's lien claimants are asserting priority claims against the Persist SAVO Lien Holdback.
16. The Receiver's counsel is continuing to hold \$50,000 (plus interest) in its trust account, which is the balance of the Ferrier Holdback previously established by Court order.
17. The Receiver has resolved the priority to the Tax Holdback and is seeking Court approval to pay out certain of the Tax Holdback to the impacted municipalities and to release the balance to general estate funds, together with the remainder of the Ferrier Holdback. The Receiver is then seeking approval to make an interim distribution of general estate funds to NBC and AER.
18. It is anticipated that entitlement to the Persist SAVO Lien Holdbacks will have to be resolved in a future application.

### Payout of Tax Holdback

19. As discussed in the Eleventh Report, the Receiver retained the Tax Holdback to cover:



- a) post-receivership non-linear taxes on property sold;
  - b) post-receivership linear taxes on property sold;
  - c) pre-receivership non-linear taxes on property sold;
  - d) pre- and post-receivership non-linear taxes on unsold property in municipalities where other property was sold;
  - e) post-receivership linear taxes on unsold property in municipalities where other property was sold; and
  - f) penalties on the above.
20. The Receiver has discussed the priority of the municipal tax claims with NBC and AER. NBC advised that it intends to take no position in respect of the priority of non-linear tax claims. The AER has worked with the Receiver to minimize the estate's end of life obligations, including by having the Receiver pursue non or only marginally accretive transactions; however, the AER is of the view that all claims for pre-receivership municipal taxes (linear and non-linear) and municipal taxes on unsold property are subordinate to unsatisfied end of life obligations under *Redwater*. That position served as the basis for the Receiver's negotiations with municipalities.
21. The Receiver has calculated the municipal taxes under paragraphs 19 a), b) and f) for each of the five municipalities in which Manitok property was sold by the Receiver. These amounts, which are set out in **Appendix A**, reflect the Receiver's proposed distributions to the five municipalities.
22. The Receiver corresponded with each of the five municipalities to describe the methodology for determining priorities. Copies of the Receiver's correspondence to the five municipalities is attached as **Appendix B**.
23. Each of the five municipalities responded by agreeing to accept the Receiver's proposed distribution, subject to certain minor calculation adjustments. Copies of

the municipalities' responses are attached as **Appendix C**. The Receiver therefore proposes, subject to Court approval, to distribute in aggregate, approximately \$1.29 million to the Municipalities of Kneehill, Clearwater, Taber, Wheatland and Rockyview in full and final satisfaction of their claims, as set out in **Appendix A**. The proposed distribution includes penalties levied on the funds being distributed up to April 1, 2020, which accords with the anticipated date of the distribution based on when this application was initially scheduled to be heard (March 26, 2020). This application had to be adjourned based on Court access restrictions imposed as a result of COVID-19.

24. The correspondence between the Receiver and the municipalities at **Appendixes B** and **C** is from approximately February 2020. However, the Receiver has now confirmed through counsel that the municipalities continue to support the proposed distribution from the Tax Holdback, notwithstanding the delay caused by COVID-19.
25. The Receiver is seeking approval to release the balance of the Tax Holdback in the amount of \$1,018,947.38 (i.e. the portion of the Tax Holdback in excess of the proposed distribution to the five municipalities) to be included in general estate funds.
26. The Receiver proposes to release the balance of the Ferrier Holdback to the estate. The majority of the Ferrier Holdback was distributed in accordance with the Court-ordered Fourth Interim Distribution. The remainder of the Ferrier Holdback, in the amount of \$50,000 (plus interest), was retained to cover non-linear taxes and associated penalties on assets sold to Yangarra before the receivership, as approved by the Ferrier SAVO. Those assets are all located in the Municipality of Clearwater and the resulting claims against the Ferrier Holdback will be satisfied through the current proposed distribution.
27. Non-priority municipal tax claims will not be paid because there are not sufficient funds in the estate to satisfy end of life obligations or the NBC secured claim.

28. As previously reported, the Receiver did not retain a holdback in respect of municipal tax claims for municipalities where no properties were sold or against Raimount because revenues and realizations from sales of Raimount property do not exceed costs.

#### **PROPOSED FIFTH INTERIM DISTRIBUTION OF FUNDS**

29. As discussed above, the Receivership proceedings are substantially complete with the only substantive issues remaining being the:
- a) resolution of the priority to the Lien Holdback funds;
  - b) resolution to the claim of Yangarra; and
  - c) collection of remaining accounts receivable.
30. As a result of the resolution of other asserted priority claims, the Receiver is now in a position to distribute further funds to NBC and AER (the “**Fifth Interim Distribution**”).
31. As disclosed in the Proposed Fifth Interim Distribution Schedule at **Appendix D**, the Receiver is holding approximately \$5.38 million in its trust account and NRF is holding approximately \$50,000 in its trust account.
32. Assuming the payout to the five municipalities is approved and based on the maintenance of the Lien Holdback and an additional contingency for future costs and unknown claims, the Receiver is seeking the Court’s approval to make the Fifth Interim Distribution to NBC and AER in the amount of approximately \$2.5 million.
33. The Fifth Interim Distribution , if approved, would be made by the Receiver in accordance with the confidential Distribution Agreement (as described in the Receiver’s Eleventh Report).

# RECEIPTS AND DISBURSEMENTS – JUNE 1, 2019 TO JUNE 3, 2020

34. The following is a statement of the Receiver's consolidated receipts and disbursements for the Company during the Reporting Period:

Manitok Energy Inc. & Rainmount Energy Corp. - In Receivership Interim Statement of Receipts & Disbursements CAD \$000's, unaudited			
	Ninth Report Feb 20/18 to May 31/19	Reporting Period Jun 1/19 to Jun 3/20	Total Feb 20/18 to Jun 3/20
<b>Opening cash balance</b>	<b>\$ 2,263</b>	<b>\$ 11,091</b>	<b>\$ 2,263</b>
<b>Receipts</b>			
Oil and gas sales	33,752	2,005	35,757
Net sales proceeds from oil and gas property sales	21,584	1,449	23,033
Other	1,019	1,367	2,386
	<b>56,355</b>	<b>4,821</b>	<b>61,176</b>
<b>Disbursements</b>			
Oil and gas operating costs and royalties	23,646	633	24,279
General and administrative expenses	5,883	768	6,651
Pre-receivership professional fees and costs	380	-	380
Professional fees and costs	3,872	1,665	5,537
WEPP payment	39	-	39
	<b>33,820</b>	<b>3,067</b>	<b>36,887</b>
<b>Net receipts and disbursements</b>	<b>22,535</b>	<b>1,755</b>	<b>24,289</b>
ROFR proceeds in trust with Norton Rose	914	(914)	-
Repayment of interim financing	(2,000)	-	(2,000)
Distributions to Secured Creditors and AER	(12,620)	(6,554)	(19,174)
<b>Total Available Cash</b>	<b>\$ 11,091</b>	<b>\$ 5,378</b>	<b>\$ 5,378</b>

35. The Receiver previously obtained court approval from this Honourable Court of the Receiver's interim statement of receipts and disbursement ending May 31, 2019 since the Receivership date (February 20, 2018).
36. The Receiver is now seeking approval of its interim statement of receipts and disbursements from June 1, 2019 to June 3, 2020.
37. Receipts during the Reporting Period primarily consist of the following:
- Receipts from the sale of oil, natural gas, and natural gas liquids ("NGLs") of approximately \$2.0 million;
  - Receipts from the sale of oil and gas properties of approximately \$1.45 million; and

- c) Other receipts of approximately \$1.37 million mainly from the collection of post filing joint venture billings and management fees from Corinthian, a subsidiary of Manitok and from interest on the Receiver's trust accounts.
- 38. Disbursements during the Reporting Period totaled approximately \$3 million, which consist primarily of:
  - a) Oil and gas operating costs of approximately \$0.6 million that related primarily to specific costs such as rental payments, electricity, chemical, contract operator, water disposal, joint interest billings and other miscellaneous costs accrued but not paid for the period prior to May 31, 2019;
  - b) General and administrative expenses of approximately \$0.7 million that related primarily to rent, insurance, wages and consulting fees;
  - c) Professional fees and out of pocket costs of approximately \$1.65 million which are summarized in Appendices E, F and G as follows:
    - i. \$1,099,000 for the Receiver's fees and out of pocket costs. The Receiver's fees and costs have been paid up to and including April 30, 2020; and
    - ii. \$567,000 for the Receiver's counsel's and conflict counsels' fees and costs. These fees and costs have been paid up to and including April 30, 2020;
  - d) Payments made with this Court's prior approval, being:
    - i. repayment of interim financing that was provided by NBC to the Company in the NOI Proceedings, totaling approximately \$2.0 million; and

- ii. interim distributions to secured creditors and AER for end of life obligations totaling approximately \$19.2 million.

- 39. Total available cash held by the Receiver as at June 3, 2020 is approximately \$5.38 million, excluding \$50,000 plus interest held in trust by NRF (being the remainder of the Ferrier Holdback).

#### **APPROVAL OF RECEIVER'S AND ITS COUNSELS' FEES AND COSTS**

- 40. The total fees and disbursements of A&M, in its capacity as the Court-appointed Receiver of the Company, from the Receivership Date to April 30, 2020 are approximately \$3.5 million (excluding GST), of which \$2.4 million from the Receivership Date to April 30, 2019 was previously approved by the Court. The Receiver's fees and disbursements from May 1, 2019 to April 30, 2020 ("**Interim Taxation Period**") are approximately \$1.1 million. A summary of the Receiver's fees and disbursements is attached as **Appendix E** to this Report.
- 41. The total fees and disbursements of NRF, the Receiver's legal counsel, from inception of the Receivership to April 30, 2020 are approximately \$1.9 million (excluding GST), of which \$1.4 million from the Receivership Date to April 30, 2019, was previously approved by the Court. NRF's fees and disbursements during the Interim Taxation Period are approximately \$516,000. A summary of NRF's fees and disbursements is attached as **Appendix F** to this Report.
- 42. The total fees and disbursements of MT, the Receiver's principal conflict counsel, from inception of the Receivership to April 30, 2019 were approximately \$58,000 and were previously approved by the Court. The combined fees of MT and additional conflict counsel, SVR, during the Interim Taxation Period are approximately \$50,000 (excluding GST). A summary of conflict counsels' fees and disbursements is attached as **Appendix G** to this Report.
- 43. The Receiver now seeks approval of its fees and disbursements, and those of its legal counsel, incurred during the Interim Taxation Period, in accordance with paragraph 18 of the Receivership Order.

44. The fee accounts of the Receiver, NRF, MT and SVR outline the date of the work completed, the description of the work completed, the length of time taken to complete the work and the name of the individual who completed the work. All billings were calculated in accordance with the prevailing rates of A&M, NRF, MT and SVR. Copies of the invoices have not been appended to this Report; however, subject to any restrictions on in-person court hearings, they will be available to the Court at the hearing of the Receiver's application (or the Receiver can otherwise make them available to the Court, if necessary).
45. The Receiver is respectfully of the view that its and its counsel's fees and disbursements are fair and reasonable under the circumstances, and respectfully requests the Court's approval of these accounts for the Interim Taxation Period.

#### **RECEIVER'S CONCLUSIONS AND RECOMMENDATIONS**

46. The Receiver is reserving sufficient funds to cover unresolved priority claims, further estate administration costs and a contingency for unknown claims that may arise prior to its discharge
47. The Receiver is satisfied that the interests of Company's stakeholders have been considered and would not be materially prejudiced by either the proposed distribution to municipalities or the Fifth Interim Distribution to NBC and AER.
48. The Receiver understands these distributions are supported by the most directly impacted parties.
49. The Receiver therefore recommends that this Honorable Court approve:
  - a) the proposed distribution to the Municipalities of Kneehill, Clearwater, Taber, Wheatland and Rockyview in full and final satisfaction of their claims;
  - b) the Fifth Interim Distribution;

- c) the actions, activities and conduct of the Receiver since the Ninth Report; and
- d) the fees and disbursements of the Receiver and its counsel during the Interim Taxation Period.

All of which is respectfully submitted this 22<sup>nd</sup> day of June 2020.

**ALVAREZ & MARSAL CANADA INC.,**  
**in its capacity as Receiver of Manitok**  
**its personal or corporate capacity**



Orest Konowalchuk, CPA, CA, CIRP, LIT  
Senior Vice President