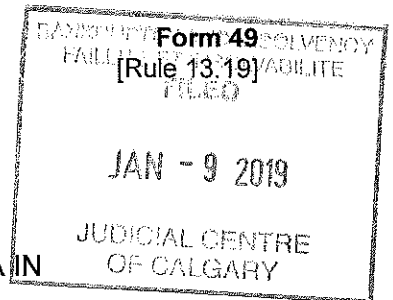


COURT FILE NUMBER	25-2332583 25-2332610 25-2335351
COURT	COURT OF QUEEN'S BENCH OF ALBERTA IN BANKRUPTCY AND INSOLVENCY
JUDICIAL CENTRE	CALGARY
PROCEEDINGS	IN THE MATTER OF THE BANKRUPTCY AND INSOLVENCY OF MANITOK ENERGY INC.  IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF MANITOK ENERGY 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.
APPLICANT	EMBER RESOURCES INC.
RESPONDENT	ALVAREZ & MARSAL CANADA INC, in its capacity as the receiver and manager of MANITOK ENERGY
DOCUMENT	<b>AFFIDAVIT</b>
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY MAKING THIS OFFER	Scott Venturo Rudakoff LLP #1500, 222 – 3 <sup>rd</sup> Avenue SW Calgary, AB T2P 0B4  Attention: Eugene J. Bodnar / Lukas Frey Phone: 403-261-9043 Fax: 403-265-4632 File No: 68022.001



### **AFFIDAVIT OF LINDSAY JANE WIGGLESWORTH**

**Sworn on January 9, 2019**

I, LINDSAY JANE WIGGLESWORTH, of Alberta, SWEAR AND SAY THAT:

1. I am a legal assistant with Scott Venturo Rudakoff LLP, and as such have personal knowledge of the matters hereinafter deposed to except where stated to be based on information and belief, in which case I verily believe the same to be true.

- SWORN BEFORE ME at the City of Calgary,  
in the Province of Alberta, this 9<sup>th</sup> day of  
January, 2019.

[illegible]

LINDSAY JANE WIGGLESWORTH

{00493976v1}

**From:** Lukas Frey  
**Sent:** April-09-18 6:22 PM  
**To:** 'howard.gorman@nortonrosefullbright.com'  
**Cc:** Eugene J. Bodnar  
**Subject:** Manitok Energy Receivership

**Importance:** High

Howard,

Further to my voice-message last week which unfortunately remained unanswered, I figured I follow up via email. We are counsel to Ember Resources Inc. and we understand you act for the receiver in the Manitok Energy ("Manitok") receivership.

There are certain assets in the receivership over which our client claims legal and beneficial ownership.

Could you kindly:

- a. Add us to the service list of the receivership, bankruptcy and insolvency matter;
- b. Provide us with a copy of the receivership order (if any yet); and
- c. Advise if the receiver has filed any receivership report yet?

We hope to discuss the details of this outstanding issue between Manitok and Ember Resources with you shortly.

Kind regards,

Lukas

LUKAS FREY  
Associate  
Direct: 403.231.8248  
[l.frey@svrlawyers.com](mailto:l.frey@svrlawyers.com)

**SCOTT VENTURO RUDAKOFF LLP**  
L A W Y E R S

1500, 222 3rd Avenue SW  
Calgary, Alberta T2P 0B4  
Tel: 403.261.9043  
Fax: 403.265.4632  
[svrlawyers.com](http://svrlawyers.com)

THIS IS EXHIBIT "A" REFERRED TO IN  
THE AFFIDAVIT OF

*Lindsay Jane Wigglesworth*  
SWORN THE 9 DAY OF January, 2019  
*Megan Magnus*

Megan Magnus  
Commission expires July 5/2020

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SCOTT VENTURO RUDAKOFF LLP  
LAWYERS

September 12, 2018

**VIA COURIER**

Encana Corporation  
4400, 500 Centre Street SE  
Calgary, AB T2G 1A6

Attention: Joanne L. Alexander, General Counsel

Dear Madam:

**Re: 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.; and  
In The Matter of the Notice of Intention To Make a Proposal of  
Corinthian Oil Corp.  
Action No. 25-2332583; 25-2332610; 25-2335351  
Our File: 68022.001**

Please find enclosed for notice purposes courtesy copies of the following documents filed in the above-noted matter:

1. an Application for an Order declaring Ember Resources Inc. as legal and beneficial owner of certain Pipeline Segments, etc., returnable October 18, 2018 at 10:00 a.m. in Commercial Chambers; and
2. filed Affidavit of Tom Zuurro sworn September 11, 2018.

If you have any questions, please do not hesitate to contact me.

Yours truly,

SCOTT VENTURO RUDAKOFF LLP



**LUKAS FREY**  
LF/mgb

Encl.

Lukas Frey  
Direct Line: 403.231.8248  
Email: l.frey@svrlawyers.com  
Assistant: Maria Gracia Boongaling  
Direct Line: 403.231.8229  
Email: m.boongaling@svrlawyers.com

COPY

THIS IS EXHIBIT " B " REFERRED TO IN  
THE AFFIDAVIT OF

Lindsay Jane Wigglesworth

SWORN THE 9 DAY OF January, 2019

Megan Magnus

Megan Magnus

My Commission expires July 5/2020

{00418969v1}



---

**From:** Gorman, Howard A. <howard.gorman@nortonrosefulbright.com>  
**Sent:** September-18-18 4:00 PM  
**To:** Lukas Frey; Stephenson, Aaron  
**Cc:** Bing Boongaling; Eugene J. Bodnar  
**Subject:** RE: Ember/Manitok - Adjournment

To be clear, we expect to seek vesting Orders for other assets perhaps prior to resolution of these specific pipeline interests

**Howard Gorman, Q.C.**  
Senior Partner

Norton Rose Fulbright Canada LLP / S.E.N.C.R.L., s.r.l.  
400 3rd Avenue SW, Suite 3700, Calgary Alberta T2P 4H2 Canada  
T: +1 403.267.8144 | F: +1 403.264.5973  
[howard.gorman@nortonrosefulbright.com](mailto:howard.gorman@nortonrosefulbright.com)

## **NORTON ROSE FULBRIGHT**

---

**From:** Lukas Frey [mailto:L.Frey@scottventuro.com]  
**Sent:** September-18-18 3:51 PM  
**To:** Stephenson, Aaron  
**Cc:** Bing Boongaling; Gorman, Howard A.; Eugene J. Bodnar  
**Subject:** Ember/Manitok - Adjournment

Aaron,

Further to our chat I have connected with our client and our client agrees to adjourn the application *sine die* with the understanding that my client's application will be heard prior to any vesting order application, should the parties be unable to resolve the issues raised in our client's application.

As discussed, we will communicate with the court clerk to adjourn the application and get a confirmation. We will circulate a letter summarizing the aforementioned understanding together with the confirmation of the adjournment in due course.

Kind regards,

Lukas

LUKAS FREY  
Associate  
Direct: 403.231.8248  
[l.frey@svrlawyers.com](mailto:l.frey@svrlawyers.com)

**SCOTT VENTURO RUDAKOFF** LLP  
L A W Y E R S

1500, 222 3rd Avenue SW  
Calgary, Alberta T2P 0B4  
Tel: 403.261.9043  
Fax: 403.265.4632  
[svrlawyers.com](http://svrlawyers.com)

THIS IS EXHIBIT " C " REFERRED TO IN  
THE AFFIDAVIT OF

Lindsay Jane Wigglesworth

SWORN THE 9 DAY OF January, 2020

Megan Magnus

Megan Magnus

My Commission expires July 5/2020

Fax: 403.265.4632  
[svrlawyers.com](http://svrlawyers.com)

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Law around the world  
[nortonrosefulbright.com](http://nortonrosefulbright.com)

CONFIDENTIALITY NOTICE: This email is confidential and may be privileged. If you are not the intended recipient please notify the sender immediately and delete it.

**From:** Lukas Frey  
**Sent:** September-25-18 5:55 PM  
**To:** 'scollins@mccarthy.ca'  
**Cc:** Eugene J. Bodnar  
**Subject:** Ember/Manitok - BIA Proof of Claim

Sean,

Further to our telephone conversation today, we have received instructions from our client.

Our client agrees with the trustee that at this stage, given the negotiations between the parties and the receiver/trustee and the outstanding Court application/trial in respect of the pipeline dispute, the time period (15 days) stipulated in subsection 81(2) of the BIA for the trustee to respond to Ember's subsection 81(1) proof of claim should be suspended or extended *sine die* until further reasonable notice.

The above paragraph is based on our verbal conversation, so let me know if you want to fine-tune the wording but I think it captures our conversation that the trustee should not have to respond to the proof of claim at this stage.

Please let me know if you have any questions or wish to discuss.

Kind regards,

Lukas

LUKAS FREY  
Associate  
Direct: 403.231.8248  
[l.frey@svrlawyers.com](mailto:l.frey@svrlawyers.com)

**SCOTT VENTURO RUDAKOFF LLP**  
LAWYERS

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Calgary, Alberta T2P 0B4  
Tel: 403.261.9043  
Fax: 403.265.4632  
[svrlawyers.com](http://svrlawyers.com)

THIS IS EXHIBIT "D" REFERRED TO IN  
THE AFFIDAVIT OF

Lindsay Jane Wigglesworth  
SWORN THE 9 DAY OF January 20 2019  
Megan Magnus

Megan Magnus  
My Commission expires July 5/2020

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**From:** Lukas Frey  
**Sent:** October-10-18 2:45 PM  
**To:** 'Collins, Sean F.'  
**Subject:** Ember/Manitok - Application re Pipeline Segments (Commercial List Dates)

Sean,

There has been correspondence between Ember and the receiver and the marketing agent last week. The correspondence is greatly appreciated by my client and may assist everyone to achieve a mutual beneficial business solution.

Given the commercial list for the remainder of 2018 is filling up quickly, we are instructed to set the matter back down onto the commercial list as a contingency in the event the *without prejudice* efforts fail.

There appears to be timeslots available with Justice Romaine from 3 pm. onwards on:

- November 27; and
- November 28, 2018.

Could you please advise whether any of those two days work? Also, could you please confirm whether the receiver wishes to cross-examine Mr. Zuurro on his affidavit?

Kind regards,

Lukas

LUKAS FREY  
Associate  
Direct: 403.231.8248  
[l.frey@svrlawyers.com](mailto:l.frey@svrlawyers.com)

**SCOTT VENTURO RUDAKOFF LLP**  
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Fax: 403.265.4632  
[svrlawyers.com](http://svrlawyers.com)

THIS IS EXHIBIT " E " REFERRED TO IN  
THE AFFIDAVIT OF

Lindsay Jane Wigglesworth  
SWORN THE 9 DAY OF January 2019  
Megan Magnus

Megan Magnus

Commission expires July 5/2020

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-----Original Message-----

From: Collins, Sean F. [<mailto:scollins@MCCARTHY.CA>]  
Sent: October-03-18 4:27 PM  
To: Lukas Frey  
Cc: Mr. Orest Konowalchuk  
Subject: Re: Manitok - Ember - Phase II and Business Solution



Lucas, the receiver has asked the sales agent to get in touch with Ember tomorrow afternoon.

Regards,

[McT Logo]

Sean Collins

Partner

Bankruptcy and Restructuring

T: 403-260-3531<tel:403-260-3531>

C: 403-607-8534<tel:403-607-8534>

F: 403-260-3501<tel:403-260-3501>

E: scollins@mccarthy.ca<mailto:scollins@mccarthy.ca>

McCarthy Tétrault LLP

Suite 4000

421 - 7th Avenue SW<x-apple-data-detectors://1/1>

Calgary AB T2P<x-apple-data-detectors://1/1>

On Oct 3, 2018, at 4:43 PM, Lukas Frey  
<L.Frey@scottventuro.com<mailto:L.Frey@scottventuro.com>> wrote:

Sean,

Thanks for your reply.

A without prejudice teleconference or a without prejudice meeting with my client to initiate discussions of options (and/or identify the issues involved, e.g. flow of product on the pipelines) could go a long way.

Ember also submitted an offer that included the Disputed Pipelines, which I understood to have been in a competitive range, so I am just not sure what the hold-up is to initiate discussions, and hence there's quite a bit of frustration.

Appreciate your reply.

Kind regards,

Lukas

-----Original Message-----

From: Collins, Sean F. [mailto:scollins@MCCARTHY.CA]

Sent: October-03-18 2:29 PM

To: Lukas Frey

Subject: Re: Manitok - Ember - Phase II and Business Solution

Lukas, I am out of town today. I received your vmail message. I have forwarded your email to the receiver and will advise as soon as I hear from the receiver.

Regards,

[McT Logo]

Sean Collins

Partner

Bankruptcy and Restructuring

T: 403-260-3531<tel:403-260-3531>

C: 403-607-8534<tel:403-607-8534>

F: 403-260-3501<tel:403-260-3501>

E: scollins@mccarthy.ca<mailto:scollins@mccarthy.ca><mailto:scollins@mccarthy.ca>

McCarthy Tétrault LLP

Suite 4000

421 - 7th Avenue SW<x-apple-data-detectors://1/1>

Calgary AB T2P<x-apple-data-detectors://1/1>

On Oct 3, 2018, at 4:04 PM, Lukas Frey

<L.Frey@scottventuro.com<mailto:L.Frey@scottventuro.com><mailto:L.Frey@scottventuro.com>>  
wrote:

Sean,

Further to my voice message this morning, my client is getting frustrated that negotiations between the receiver (and/or its Marketing Agent) and Ember have not been initiated despite

Ember's willingness to adjourn its application. The adjournments were made on the understanding that the parties would try and negotiate a business solution.

There's a Friday deadline approaching in respect of the sale process order and Phase II bids. Ember has also been left in the dark in respect of whether Ember is permitted to make a Phase II bid which are due this Friday, October 5, 2018.

I have been instructed to put this matter back onto the commercial list if we do not hear from the receiver (and/or its Marketing Agent) to initiate discussions.

Could you kindly advise whether the receiver is still interested in a negotiated resolution or whether the parties are heading down the trial route.

Kind regards,

Lukas

LUKAS FREY

Associate

Direct: 403.231.8248

[l.frey@svrlawyers.com](mailto:l.frey@svrlawyers.com)<<mailto:l.frey@svrlawyers.com>><<mailto:l.frey@svrlawyers.com>>

<image001.jpg>

1500, 222 3rd Avenue SW

Calgary, Alberta T2P 0B4

Tel: 403.261.9043

Fax: 403.265.4632

[svrlawyers.com](http://svrlawyers.com)<<http://svrlawyers.com>>

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From: Stephenson, Aaron [<mailto:aaron.stephenson@nortonrosefulbright.com>]

Sent: October-02-18 3:59 PM

To: Lukas Frey

Cc: Gorman, Howard A.

Subject: RE: ManitoK - Ember - Phase II and Business Solution

Lukas,

Thanks for your note. I have sent an email asking for the Receiver to either follow-up with Tom Zuorro directly, or to have the Marketing Agent do so.

We earlier identified a conflict with respect to Ember's Application when it became apparent that it involved the interpretation of an Agreement that NRF had advised on. The Receiver therefore has to be represented by separate counsel when it comes to Ember's Application. Any issues relating to Ember's Application should therefore be raised with Sean Collins at McCarthys - and cannot be addressed by Howard or me.

Aaron Stephenson

Of Counsel

Norton Rose Fulbright Canada LLP / S.E.N.C.R.L., s.r.l.

400 3rd Avenue SW, Suite 3700, Calgary Alberta T2P 4H2 Canada

T: +1 403.267.8290 | F: +1 403.264.5973

aaron.stephenson@nortonrosefulbright.com<mailto:aaron.stephenson@nortonrosefulbright.com><mailto:aaron.stephenson@nortonrosefulbright.com>  
NORTON ROSE FULBRIGHT

From: Lukas Frey [mailto:L.Frey@scottventuro.com]  
Sent: October-02-18 3:09 PM  
To: Stephenson, Aaron  
Subject: Manito - Ember - Phase II and Business Solution

Aaron,

There's a Friday deadline looming in respect of Phase II bids. It is my understanding that Phase I Bidders would be notified whether or not they are permitted to proceed to Phase II and then those Phase II bids are due this Friday, October 5. Will Ember be notified as to whether it will be permitted to proceed to Phase II?

Frank Eldrige at Peters & Co noted in an email to my client (Tom Zuorro) today that they should have some direction towards the end of this week. I understood when we spoke about the adjournments that the Marketing Agent would be in touch with Ember, yet it appears, a couple weeks later the Marketing Agent (still) has no instructions?

We agreed to an adjournment on the understanding that the parties would engage in negotiations whether a business solution can be reached. Nothing has been initiated so that is concerning to me.

I was hoping to speak with you to find out what is going on.

Lukas

LUKAS FREY  
Associate  
Direct: 403.231.8248  
l.frey@svrlawyers.com<mailto:l.frey@svrlawyers.com><mailto:l.frey@svrlawyers.com>

<image001.jpg>  
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Fax: 403.265.4632  
svrlawyers.com<http://svrlawyers.com>

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From: Stephenson, Aaron [mailto:aaron.stephenson@nortonrosefulbright.com]  
Sent: September-18-18 12:09 PM  
To: Lukas Frey  
Subject: RE: Adjournment



Thanks Lukas.

Aaron Stephenson  
Of Counsel

Norton Rose Fulbright Canada LLP / S.E.N.C.R.L., s.r.l.  
400 3rd Avenue SW, Suite 3700, Calgary Alberta T2P 4H2 Canada

T: +1 403.267.8290 | F: +1 403.264.5973

aaron.stephenson@nortonrosefulbright.com<mailto:aaron.stephenson@nortonrosefulbright.com><mailto:aaron.stephenson@nortonrosefulbright.com>  
NORTON ROSE FULBRIGHT

From: Lukas Frey [mailto:L.Frey@scottventuro.com]  
Sent: September-18-18 12:01 PM  
To: Stephenson, Aaron  
Subject: Adjournment

Aaron,

I have not successfully connected with my client today yet but I will get you an answer today.

Just thought I drop you a brief note.

Lukas

LUKAS FREY  
Associate  
Direct: 403.231.8248  
l.frey@svrlawyers.com<mailto:l.frey@svrlawyers.com><mailto:l.frey@svrlawyers.com>

<image001.jpg>  
1500, 222 3rd Avenue SW  
Calgary, Alberta T2P 0B4  
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Suite 5300, TD Bank Tower, Box 48, 66 Wellington Street West, Toronto, ON M5K 1E6

---

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Suite 5300, TD Bank Tower, Box 48, 66 Wellington Street West, Toronto, ON M5K 1E6

---

**From:** Lukas Frey  
**Sent:** October-12-18 6:21 PM  
**To:** 'Collins, Sean F.'  
**Subject:** RE: Ember/Manitok - Application re Pipeline Segments (Commercial List Dates)

Sean,

Just in case my email dropped off your radar or got lost, I am resending this.

The November 27 already filled up. Are you okay with November 28 in the afternoon?

Kind regards,

Lukas

LUKAS FREY  
Associate  
Direct: 403.231.8248  
[l.frey@svrlawyers.com](mailto:l.frey@svrlawyers.com)

**SCOTT VENTURO RUDAKOFF LLP**  
L A W Y E R S

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Calgary, Alberta T2P 0B4  
Tel: 403.261.9043  
Fax: 403.265.4632  
[svrlawyers.com](http://svrlawyers.com)

THIS IS EXHIBIT " F " REFERRED TO IN  
THE AFFIDAVIT OF

Lindsay Jane Wigglesworth  
SWORN THE 9 DAY OF January, 2019

Megan Magnus

Megan Magnus  
My Commission expires July 5/2020

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---

**From:** Lukas Frey  
**Sent:** October-10-18 2:45 PM  
**To:** 'Collins, Sean F.'  
**Subject:** Ember/Manitok - Application re Pipeline Segments (Commercial List Dates)

Sean,

There has been correspondence between Ember and the receiver and the marketing agent last week. The correspondence is greatly appreciated by my client and may assist everyone to achieve a mutual beneficial business solution.

Given the commercial list for the remainder of 2018 is filling up quickly, we are instructed to set the matter back down onto the commercial list as a contingency in the event the *without prejudice* efforts fail.

There appears to be timeslots available with Justice Romaine from 3 pm. onwards on:

- November 27; and
- November 28, 2018.

Could you please advise whether any of those two days work? Also, could you please confirm whether the receiver wishes to cross-examine Mr. Zuurro on his affidavit?

Kind regards,

Lukas

LUKAS FREY  
Associate  
Direct: 403.231.8248  
[l.frey@svrlawyers.com](mailto:l.frey@svrlawyers.com)

**SCOTT VENTURO RUDAKOFF LLP**  
L A W Y E R S

1500, 222 3rd Avenue SW  
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-----Original Message-----

From: Collins, Sean F. [mailto:[scollins@MCCARTHY.CA](mailto:scollins@MCCARTHY.CA)]  
Sent: October-03-18 4:27 PM  
To: Lukas Frey  
Cc: Mr. Orest Konowalchuk  
Subject: Re: Manitok - Ember - Phase II and Business Solution

Lucas, the receiver has asked the sales agent to get in touch with Ember tomorrow afternoon.

Regards,

[McT Logo]

Sean Collins

Partner

Bankruptcy and Restructuring

T: 403-260-3531<tel:403-260-3531>

C: 403-607-8534<tel:403-607-8534>

F: 403-260-3501<tel:403-260-3501>



E: scollins@mccarthy.ca<mailto:scollins@mccarthy.ca>

McCarthy Tétrault LLP

Suite 4000

421 - 7th Avenue SW<x-apple-data-detectors://1/1>

Calgary AB T2P<x-apple-data-detectors://1/1>

On Oct 3, 2018, at 4:43 PM, Lukas Frey  
<L.Frey@scottventuro.com<mailto:L.Frey@scottventuro.com>> wrote:

Sean,

Thanks for your reply.

A without prejudice teleconference or a without prejudice meeting with my client to initiate discussions of options (and/or identify the issues involved, e.g. flow of product on the pipelines) could go a long way.

Ember also submitted an offer that included the Disputed Pipelines, which I understood to have been in a competitive range, so I am just not sure what the hold-up is to initiate discussions, and hence there's quite a bit of frustration.

Appreciate your reply.

Kind regards,

Lukas

-----Original Message-----

From: Collins, Sean F. [mailto:scollins@MCCARTHY.CA]

Sent: October-03-18 2:29 PM

To: Lukas Frey

Subject: Re: Manito - Ember - Phase II and Business Solution

Lukas, I am out of town today. I received your vmail message. I have forwarded your email to the receiver and will advise as soon as I hear from the receiver.

Regards,

[McT Logo]

Sean Collins

Partner

Bankruptcy and Restructuring

T: 403-260-3531<tel:403-260-3531>

C: 403-607-8534<tel:403-607-8534>

F: 403-260-3501<tel:403-260-3501>

E: scollins@mccarthy.ca<mailto:scollins@mccarthy.ca><mailto:scollins@mccarthy.ca>

McCarthy Tétrault LLP

Suite 4000

421 - 7th Avenue SW<x-apple-data-detectors://1/1>

Calgary AB T2P<x-apple-data-detectors://1/1>

On Oct 3, 2018, at 4:04 PM, Lukas Frey

<L.Frey@scottventuro.com<mailto:L.Frey@scottventuro.com><mailto:L.Frey@scottventuro.com>>  
wrote:

Sean,

Further to my voice message this morning, my client is getting frustrated that negotiations between the receiver (and/or its Marketing Agent) and Ember have not been initiated despite Ember's willingness to adjourn its application. The adjournments were made on the understanding that the parties would try and negotiate a business solution.

There's a Friday deadline approaching in respect of the sale process order and Phase II bids. Ember has also been left in the dark in respect of whether Ember is permitted to make a Phase II bid which are due this Friday, October 5, 2018.

I have been instructed to put this matter back onto the commercial list if we do not hear from the receiver (and/or its Marketing Agent) to initiate discussions.

Could you kindly advise whether the receiver is still interested in a negotiated resolution or whether the parties are heading down the trial route.

Kind regards,

Lukas

LUKAS FREY

Associate

Direct: 403.231.8248

l.frey@svrlawyers.com<mailto:l.frey@svrlawyers.com><mailto:l.frey@svrlawyers.com>

<image001.jpg>  
1500, 222 3rd Avenue SW  
Calgary, Alberta T2P 0B4  
Tel: 403.261.9043  
Fax: 403.265.4632  
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From: Stephenson, Aaron [<mailto:aaron.stephenson@nortonrosefulbright.com>]  
Sent: October-02-18 3:59 PM  
To: Lukas Frey  
Cc: Gorman, Howard A.  
Subject: RE: Manitok - Ember - Phase II and Business Solution

Lukas,

Thanks for your note. I have sent an email asking for the Receiver to either follow-up with Tom Zuorro directly, or to have the Marketing Agent do so.

We earlier identified a conflict with respect to Ember's Application when it became apparent that it involved the interpretation of an Agreement that NRF had advised on. The Receiver therefore has to be represented by separate counsel when it comes to Ember's Application. Any issues relating to Ember's Application should therefore be raised with Sean Collins at McCarthys - and cannot be addressed by Howard or me.

Aaron Stephenson  
Of Counsel

Norton Rose Fulbright Canada LLP / S.E.N.C.R.L., s.r.l.  
400 3rd Avenue SW, Suite 3700, Calgary Alberta T2P 4H2 Canada

T: +1 403.267.8290 | F: +1 403.264.5973

[aaron.stephenson@nortonrosefulbright.com](mailto:aaron.stephenson@nortonrosefulbright.com)<<mailto:aaron.stephenson@nortonrosefulbright.com>><<mailto:aaron.stephenson@nortonrosefulbright.com>>  
NORTON ROSE FULBRIGHT

From: Lukas Frey [<mailto:L.Frey@scottventuro.com>]  
Sent: October-02-18 3:09 PM  
To: Stephenson, Aaron  
Subject: Manitok - Ember - Phase II and Business Solution

Aaron,

There's a Friday deadline looming in respect of Phase II bids. It is my understanding that Phase I Bidders would be notified whether or not they are permitted to proceed to Phase II and then those Phase II bids are due this Friday, October 5. Will Ember be notified as to whether it will be permitted to proceed to Phase II?

Frank Eldrige at Peters & Co noted in an email to my client (Tom Zuorro) today that they should have some direction towards the end of this week. I understood when we spoke about the

adjournments that the Marketing Agent would be in touch with Ember, yet it appears, a couple weeks later the Marketing Agent (still) has no instructions?

We agreed to an adjournment on the understanding that the parties would engage in negotiations whether a business solution can be reached. Nothing has been initiated so that is concerning to me.

I was hoping to speak with you to find out what is going on.

Lukas

LUKAS FREY

Associate

Direct: 403.231.8248

l.frey@svrlawyers.com<mailto:l.frey@svrlawyers.com><mailto:l.frey@svrlawyers.com>

<image001.jpg>

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From: Stephenson, Aaron [mailto:aaron.stephenson@nortonrosefulbright.com]

Sent: September-18-18 12:09 PM

To: Lukas Frey

Subject: RE: Adjournment

Thanks Lukas.

Aaron Stephenson

Of Counsel

Norton Rose Fulbright Canada LLP / S.E.N.C.R.L., s.r.l.

400 3rd Avenue SW, Suite 3700, Calgary Alberta T2P 4H2 Canada

T: +1 403.267.8290 | F: +1 403.264.5973

aaron.stephenson@nortonrosefulbright.com<mailto:aaron.stephenson@nortonrosefulbright.com><mailto:aaron.stephenson@nortonrosefulbright.com>

NORTON ROSE FULBRIGHT

From: Lukas Frey [mailto:L.Frey@scottventuro.com]

Sent: September-18-18 12:01 PM

To: Stephenson, Aaron

Subject: Adjournment

Aaron,



I have not successfully connected with my client today yet but I will get you an answer today.

Just thought I drop you a brief note.

Lukas

LUKAS FREY

Associate

Direct: 403.231.8248

l.frey@svrlawyers.com<mailto:l.frey@svrlawyers.com><mailto:l.frey@svrlawyers.com>

<image001.jpg>

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Click here to

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[unsubscribe<mailto:listmanager@mccarthy.ca?subject=I%20wish%20to%20unsubscribe%20from%20commercial%20electronic%20messages%20from%20McCarthy%20Tetraul>](mailto:listmanager@mccarthy.ca?subject=I%20wish%20to%20unsubscribe%20from%20commercial%20electronic%20messages%20from%20McCarthy%20Tetraul) from commercial electronic messages. Please note that you will continue to receive non-commercial electronic messages, such as account statements, invoices, client communications, and other similar factual electronic communications.

Suite 5300, TD Bank Tower, Box 48, 66 Wellington Street West, Toronto, ON M5K 1E6

**From:** Lukas Frey  
**Sent:** October-30-18 10:44 AM  
**To:** Collins, Sean F.  
**Cc:** Mr. Orest Konowalchuk  
**Subject:** RE: Manitok - Ember - Phase II and Business Solution

Sean,

I understand that Ember and the Receiver met last week and had a constructive meeting. Thank you for your and the receiver's efforts and time. It looks like though that the receiver may be going with another bid.

Given there may be no longer a business solution I have instructions to set this matter back down on the commercial list. There are not many slots left this year. Can you please advise whether December 13 at any of the below times work for you?

- 11.30 a.m.;
- 3p.m.; or
- 4 p.m.

Can you please advise whether you wish to cross-examine Mr. Zuorro?

Kind regards,

Lukas

LUKAS FREY  
Associate  
Direct: 403.231.8248  
[l.frey@svrlawyers.com](mailto:l.frey@svrlawyers.com)

**SCOTT VENTURO RUDAKOFF LLP**  
**L A W Y E R S**

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Calgary, Alberta T2P 0B4  
Tel: 403.261.9043  
Fax: 403.265.4632  
[svrlawyers.com](http://svrlawyers.com)

THIS IS EXHIBIT " G " REFERRED TO IN  
THE AFFIDAVIT OF

Lindsay Jane Wigglesworth

SWORN THE 9 DAY OF January, 2019

Megan Magnus

Megan Magnus  
My Commission expires July 5/2026

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-----Original Message-----

From: Collins, Sean F. <[scollins@MCCARTHY.CA](mailto:scollins@MCCARTHY.CA)>  
Sent: October-03-18 4:27 PM  
To: Lukas Frey <[L.Frey@scottventuro.com](mailto:L.Frey@scottventuro.com)>  
Cc: Mr. Orest Konowalchuk <[okonowalchuk@alvarezandmarsal.com](mailto:okonowalchuk@alvarezandmarsal.com)>  
Subject: Re: Manitok - Ember - Phase II and Business Solution

Lucas, the receiver has asked the sales agent to get in touch with Ember tomorrow afternoon.

Regards,

[McT Logo]

Sean Collins

Partner

Bankruptcy and Restructuring

T: 403-260-3531<tel:403-260-3531>

C: 403-607-8534<tel:403-607-8534>

F: 403-260-3501<tel:403-260-3501>

E: scollins@mccarthy.ca<mailto:scollins@mccarthy.ca>

McCarthy Tétrault LLP

Suite 4000

421 - 7th Avenue SW<x-apple-data-detectors://1/1>

Calgary AB T2P<x-apple-data-detectors://1/1>

On Oct 3, 2018, at 4:43 PM, Lukas Frey <L.Frey@scottventuro.com<mailto:L.Frey@scottventuro.com>>>  
wrote:

Sean,

Thanks for your reply.

A without prejudice teleconference or a without prejudice meeting with my client to initiate discussions of options (and/or identify the issues involved, e.g. flow of product on the pipelines) could go a long way.

Ember also submitted an offer that included the Disputed Pipelines, which I understood to have been in a competitive range, so I am just not sure what the hold-up is to initiate discussions, and hence there's quite a bit of frustration.

Appreciate your reply.

Kind regards,

Lukas



-----Original Message-----

From: Collins, Sean F. [mailto:scollins@MCCARTHY.CA]  
Sent: October-03-18 2:29 PM  
To: Lukas Frey  
Subject: Re: Manitok - Ember - Phase II and Business Solution

Lukas, I am out of town today. I received your vmail message. I have forwarded your email to the receiver and will advise as soon as I hear from the receiver.

Regards,

[McT Logo]

Sean Collins

Partner

Bankruptcy and Restructuring

T: 403-260-3531<tel:403-260-3531>

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F: 403-260-3501<tel:403-260-3501>

E: scollins@mccarthy.ca<mailto:scollins@mccarthy.ca><mailto:scollins@mccarthy.ca>

McCarthy Tétrault LLP

Suite 4000

421 - 7th Avenue SW<x-apple-data-detectors://1/1>

Calgary AB T2P<x-apple-data-detectors://1/1>

On Oct 3, 2018, at 4:04 PM, Lukas Frey  
<L.Frey@scottventuro.com<mailto:L.Frey@scottventuro.com><mailto:L.Frey@scottventuro.com>>  
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Lukas

LUKAS FREY

Associate

Direct: 403.231.8248

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<image001.jpg>

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Calgary, Alberta T2P 0B4

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[svrlawyers.com](http://svrlawyers.com) <<http://svrlawyers.com>>

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From: Stephenson, Aaron [<mailto:aaron.stephenson@nortonrosefulbright.com>]

Sent: October-02-18 3:59 PM

To: Lukas Frey

Cc: Gorman, Howard A.

Subject: RE: Manitok - Ember - Phase II and Business Solution

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Aaron Stephenson  
Of Counsel

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400 3rd Avenue SW, Suite 3700, Calgary Alberta T2P 4H2 Canada

T: +1 403.267.8290 | F: +1 403.264.5973

aaron.stephenson@nortonrosefulbright.com<mailto:aaron.stephenson@nortonrosefulbright.com><mailto:aaron.stephenson@nortonrosefulbright.com>  
NORTON ROSE FULBRIGHT

From: Lukas Frey [mailto:L.Frey@scottventuro.com]  
Sent: October-02-18 3:09 PM  
To: Stephenson, Aaron  
Subject: Manitok - Ember - Phase II and Business Solution

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Lukas

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Associate  
Direct: 403.231.8248  
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From: Stephenson, Aaron [mailto:aaron.stephenson@nortonrosefulbright.com]  
Sent: September-18-18 12:09 PM  
To: Lukas Frey  
Subject: RE: Adjournment

Thanks Lukas.

Aaron Stephenson  
Of Counsel

Norton Rose Fulbright Canada LLP / S.E.N.C.R.L., s.r.l.  
400 3rd Avenue SW, Suite 3700, Calgary Alberta T2P 4H2 Canada

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aaron.stephenson@nortonrosefulbright.com<mailto:aaron.stephenson@nortonrosefulbright.com><mailto:  
:aaron.stephenson@nortonrosefulbright.com>

NORTON ROSE FULBRIGHT

From: Lukas Frey [mailto:L.Frey@scottventuro.com]  
Sent: September-18-18 12:01 PM  
To: Stephenson, Aaron  
Subject: Adjournment

Aaron,

I have not successfully connected with my client today yet but I will get you an answer today.

Just thought I drop you a brief note.

Lukas

LUKAS FREY  
Associate  
Direct: 403.231.8248  
l.frey@svrlawyers.com<mailto:l.frey@svrlawyers.com><mailto:l.frey@svrlawyers.com>

<image001.jpg>  
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THIS IS EXHIBIT "H" REFERRED TO IN  
THE AFFIDAVIT OF  
Lindsay Jane Wigglesworth  
SWORN THE 9 DAY OF January 20 19  
Megan Magnus

Megan Magnus  
My Commission expires July 5/2020

---

**From:** Eugene J. Bodnar  
**Sent:** November-07-18 9:46 AM  
**To:** [scollins@mccarthy.ca](mailto:scollins@mccarthy.ca)  
**Cc:** Lukas Frey <[L.Frey@scottventuro.com](mailto:L.Frey@scottventuro.com)>  
**Subject:** Manitok/Ember

Sean:

Further to my voicemail of yesterday, our client is disappointed with the lack of progress on this matter and has instructed us to restore our application to the commercial list. I note that dates in January have now opened up as per the Alberta Courts website at [https://albertacourts.ca/docs/default-source/qb/calg-com-d-schedule.pdf?sfvrsn=6b42ad80\\_486](https://albertacourts.ca/docs/default-source/qb/calg-com-d-schedule.pdf?sfvrsn=6b42ad80_486) and the following dates would work for us: January 10, 11, 14, 23, 24, 25. Please let me know as soon as possible which of these dates work for you and we will take care of the booking.

Given the nature of our instructions, we can't let these dates disappear. Accordingly, if I don't hear from you on this in the next day or two, I'm going to have to select one of these dates and book it for then.

Sorry but my hands are tied on this. Happy to discuss if you'd like...

Regards,

Gene

**GENE BODNAR**

Partner

Ph: 403.231.8209

[g.bodnar@svrlawyers.com](mailto:g.bodnar@svrlawyers.com)

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**LAWYERS**



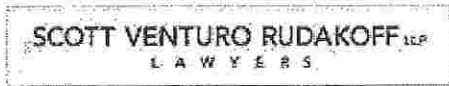
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THE AFFIDAVIT OF  
Lindsay Jane Wigglesworth  
SWORN THE 9 DAY OF January 2019  
Megan Magnus

Megan Magnus  
My Commission expires July 5/ 2020

**From:** Eugene J. Bodnar  
**Sent:** November-29-18 11:14 PM  
**To:** Collins, Sean F. <scollins@MCCARTHY.CA>  
**Cc:** Orest Konowalchuk (okonowalchuk@alvarezandmarsal.com) <okonowalchuk@alvarezandmarsal.com>; Lukas Frey <L.Frey@scottventuro.com>  
**Subject:** RE: Approval and Vesting Order

Thanks Sean. Can you send me a copy of the PSA?

Gene



**GENE BODNAR**  
Partner  
Ph: 403.231.8209  
[g.bodnar@svrlawyers.com](mailto:g.bodnar@svrlawyers.com)

**From:** Collins, Sean F. <scollins@MCCARTHY.CA>  
**Sent:** November-29-18 9:55 AM  
**To:** Eugene J. Bodnar <E.Bodnar@scottventuro.com>  
**Cc:** Orest Konowalchuk (okonowalchuk@alvarezandmarsal.com) <okonowalchuk@alvarezandmarsal.com>  
**Subject:** FW: Approval and Vesting Order

Gene, the Receiver has entered into an Asset Purchase Agreement with Tantalus Energy to sell Manito's assets including the disputed Ember pipeline segments. Tantalus is taking the disputed pipeline segments subject to Ember's claim. The attached vesting order (see paragraph 5) contains the language we discussed in terms of preserving the status quo pending either a settlement of the issues or same being ultimately judicially determined. The Receiver is attempting to get into court in December for the purpose of obtaining the vesting order with a view to closing the transaction as soon as possible. Would you please review the vesting order with Ember and advise as to Ember's position.

Regards,



**Sean Collins**

Partner | Associé  
Bankruptcy and Restructuring | Faillite et restructuration  
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C: 403-607-8534  
F: 403-260-3501  
E: [scollins@mccarthy.ca](mailto:scollins@mccarthy.ca)

**McCarthy Tétrault LLP**

Suite 4000  
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Calgary AB T2P 4K9



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THIS IS EXHIBIT " J " REFERRED TO IN  
THE AFFIDAVIT OF

Lindsay Jane Wigglesworth  
SWORN THE 9 DAY OF January, 2019  
Megan Magnus

Megan Magnus  
My Commission expires July 5/2020

**From:** Collins, Sean F. <scollins@MCCARTHY.CA>

**Sent:** December-03-18 9:52 AM

**To:** Eugene J. Bodnar <E.Bodnar@scottventuro.com>

**Cc:** Orest Konowalchuk (okonowalchuk@alvarezandmarsal.com) <okonowalchuk@alvarezandmarsal.com>; Lukas Frey <L.Frey@scottventuro.com>

**Subject:** RE: Approval and Vesting Order

Orest is putting together the version of the public version of the APA that will be filed in connection with the application and we will send that along as soon as it is assembled.



**Sean Collins**

Partner | Associé  
Bankruptcy and Restructuring | Faillite et restructuration  
T: 403-260-3531  
C: 403-607-8534  
F: 403-260-3501  
E: [scollins@mccarthy.ca](mailto:scollins@mccarthy.ca)

**McCarthy Tétrault LLP**

Suite 4000  
421 - 7th Avenue SW  
Calgary AB T2P 4K9



**From:** Eugene J. Bodnar <E.Bodnar@scottventuro.com>

**Sent:** Thursday, November 29, 2018 11:14 PM

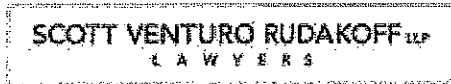
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**Subject:** RE: Approval and Vesting Order

Thanks Sean. Can you send me a copy of the PSA?

Gene



**GENE BODNAR**

Partner

Ph: 403.231.8209

[g.bodnar@svrlawyers.com](mailto:g.bodnar@svrlawyers.com)

**From:** Collins, Sean F. <[scollins@MCCARTHY.CA](mailto:scollins@MCCARTHY.CA)>

**Sent:** November-29-18 9:55 AM

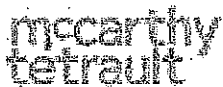
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SWORN THE 9 DAY OF January 2019  
Megan Magnus  
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**From:** Collins, Sean F. <scollins@MCCARTHY.CA>  
**Sent:** December-07-18 10:10 AM  
**To:** Eugene J. Bodnar <E.Bodnar@scottventuro.com>  
**Cc:** Orest Konowalchuk (okonowalchuk@alvarezandmarsal.com) <okonowalchuk@alvarezandmarsal.com>; Lukas Frey <L.Frey@scottventuro.com>  
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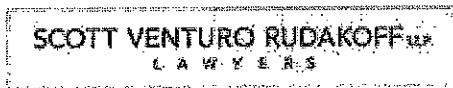


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**Sent:** Thursday, November 29, 2018 11:14 PM  
**To:** Collins, Sean F. <scollins@MCCARTHY.CA>

Cc: Orest Konowalchuk ([okonowalchuk@alvarezandmarsal.com](mailto:okonowalchuk@alvarezandmarsal.com)) <[okonowalchuk@alvarezandmarsal.com](mailto:okonowalchuk@alvarezandmarsal.com)>; Lukas Frey <[L.Frey@scottventuro.com](mailto:L.Frey@scottventuro.com)>  
Subject: RE: Approval and Vesting Order

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Gene



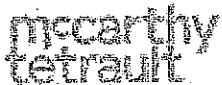
**GENE BODNAR**  
Partner  
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**Sent:** November-29-18 9:55 AM  
**To:** Eugene J. Bodnar <[E.Bodnar@scottventuro.com](mailto:E.Bodnar@scottventuro.com)>  
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Megan Magnus  
Megan Magnus  
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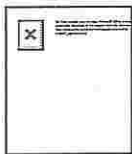
**From:** Collins, Sean F. <scollins@MCCARTHY.CA>  
**Sent:** December-20-18 3:47 PM  
**To:** Eugene J. Bodnar <E.Bodnar@scottventuro.com>  
**Cc:** Orest Konowalchuk (okonowalchuk@alvarezandmarsal.com) <okonowalchuk@alvarezandmarsal.com>; Lukas Frey <L.Frey@scottventuro.com>  
**Subject:** RE: Approval and Vesting Order

Gene, thanks, the application is scheduled for January 18 at 2pm. Norton Rose will be preparing and serving the materials and we expect you are on the service list but we will remind them of this fact.



**Sean Collins**  
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**From:** Eugene J. Bodnar <E.Bodnar@scottventuro.com>  
**Sent:** Thursday, December 20, 2018 3:39 PM  
**To:** Collins, Sean F. <scollins@MCCARTHY.CA>  
**Cc:** Orest Konowalchuk (okonowalchuk@alvarezandmarsal.com) <okonowalchuk@alvarezandmarsal.com>; Lukas Frey <L.Frey@scottventuro.com>  
**Subject:** RE: Approval and Vesting Order

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**GENE BODNAR**

Partner

Ph: 403.231.8209

[g.bodnar@svrlawyers.com](mailto:g.bodnar@svrlawyers.com)

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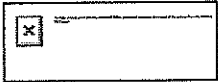
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**Cc:** Orest Konowalchuk ([okonowalchuk@alvarezandmarsal.com](mailto:okonowalchuk@alvarezandmarsal.com)) <[okonowalchuk@alvarezandmarsal.com](mailto:okonowalchuk@alvarezandmarsal.com)>; Lukas Frey <[L.Frey@scottventuro.com](mailto:L.Frey@scottventuro.com)>

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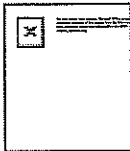
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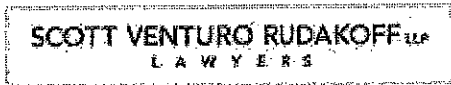
**To:** Collins, Sean F. <[scollins@MCCARTHY.CA](mailto:scollins@MCCARTHY.CA)>

**Cc:** Orest Konowalchuk ([okonowalchuk@alvarezandmarsal.com](mailto:okonowalchuk@alvarezandmarsal.com)) <[okonowalchuk@alvarezandmarsal.com](mailto:okonowalchuk@alvarezandmarsal.com)>; Lukas Frey <[L.Frey@scottventuro.com](mailto:L.Frey@scottventuro.com)>

**Subject:** RE: Approval and Vesting Order

Thanks Sean. Can you send me a copy of the PSA?

Gene



**GENE BODNAR**

Partner

Ph: 403.231.8209

[g.bodnar@syrlawyers.com](mailto:g.bodnar@syrlawyers.com)

**From:** Collins, Sean F. <[scollins@MCCARTHY.CA](mailto:scollins@MCCARTHY.CA)>

**Sent:** November-29-18 9:55 AM

**To:** Eugene J. Bodnar <[E.Bodnar@scottventuro.com](mailto:E.Bodnar@scottventuro.com)>

**Cc:** Orest Konowalchuk ([okonowalchuk@alvarezandmarsal.com](mailto:okonowalchuk@alvarezandmarsal.com)) <[okonowalchuk@alvarezandmarsal.com](mailto:okonowalchuk@alvarezandmarsal.com)>

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Partner | Associé

Bankruptcy and Restructuring | Faillite et restructuration

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THE AFFIDAVIT OF  
Lindsay Kne Wigglesworth  
SWORN THE 9 DAY OF January 2019  
Megan Magnus

Megan Magnus  
My Commission expires July 5/2020

**From:** Konowalchuk, Orest <okonowalchuk@alvarezandmarsal.com>  
**Sent:** December-21-18 7:38 AM  
**To:** Collins, Sean F. <scollins@MCCARTHY.CA>  
**Cc:** Eugene J. Bodnar <E.Bodnar@scottventuro.com>; Lukas Frey <L.Frey@scottventuro.com>  
**Subject:** Re: Approval and Vesting Order

Thanks Sean.

Hi Gene, we will ensure you are on the service list. We are shooting to have materials filed by the 7th.

Have a great holiday season!

O-

Orest Konowalchuk, CPA, CA, CIRP, LIT  
Managing Director  
Alvarez & Marsal Canada ULC  
Calgary, Alberta  
Mobile: 403.470.7478  
Office: 403.538.4736  
Email: [okonowalchuk@alvarezandmarsal.com](mailto:okonowalchuk@alvarezandmarsal.com)  
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On Dec 20, 2018, at 3:46 PM, Collins, Sean F. <scollins@MCCARTHY.CA> wrote:

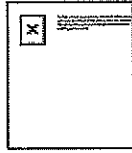
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<image001.jpg>

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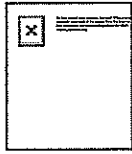
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<image001.jpg>

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<image003.png>

<image004.png>

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**SCOTT VENTURO RUDAKOFF LLP**  
L A W Y E R S

THIS IS EXHIBIT "N" REFERRED TO IN  
THE AFFIDAVIT OF

January 4, 2019

VIA EMAIL

Lindsay Jane Wigglesworth  
SWORN THE 9 DAY OF January, 2019  
Megan Magnus

Eugene Bodnar  
Direct Line: 403.231.8209  
Email: g.bodnar@svrlawyers.com  
Assistant: Ginger Campbell  
Direct Line: 403.231.3456  
Email: g.campbell@svrlawyers.com

Megan Magnus  
My Commission expires July 5/2020

McCarthy Tétrault LLP  
Suite 4000, 421 - 7th Avenue SW  
Calgary, AB T2P 4K9

**Attention: Sean F. Collins**

Dear Sir:

**Re: Bankruptcy and Receivership of Manito Energy Inc. et al.**  
**Court File No. 25-2332583, 25-2332610, 25-2335351**  
**Our File: 68022.001**

As you are aware, we are counsel for Ember Resources Inc. ("Ember") with respect to this matter. Further to our exchange of emails in December 2018, we have now received instructions in respect of the Purchase and Sale Agreement ("PSA") between Alvarez & Marsal Canada Inc. in its capacity as the receiver and manager of Manito Energy Inc. (the "Receiver") and Tantalus Energy Corp., together with the proposed form of Vesting Order that you provided to our office.

Ember takes issue with the fact that the Disputed Pipeline Segments, as defined in its application filed September 11, 2018, are to be included in the proposed Vesting Order despite its outstanding application and the agreed-upon terms regarding the adjournment of the same.

As you know, on September 11, 2018 Ember filed an application with supporting affidavit seeking a declaration as to the ownership of the Disputed Pipeline Segments. Those documents were served on the Receiver and Trustee on September 12, 2018. We also served the Trustee with a completed proof of claim Form 74 pursuant to section 81(1) of the *Bankruptcy and Insolvency Act* ("BIA") at that time.

The application was scheduled to proceed on October 18, 2018 at 10:00 a.m., but upon the request of the Receiver and Trustee for more time, we agreed to adjourn the application *sine die* and suspended or extended the Trustee's requirement to respond to our client's proof of claim. The attached emails confirm that our consent to an adjournment was on the express understanding that our client's application would be heard prior to any application for a Vesting Order which would include the Disputed Pipeline Segments.

Our client will be opposing any application by the Receiver to approve the proposed Vesting Order in its current form unless the Disputed Pipeline Segments are excluded and removed from the PSA and Vesting Order. To be clear, it is our position that the Receiver cannot sell, transfer or otherwise dispose of property over which our client claims an ownership interest, and obtain the benefit of such disposal, regardless of the conditions set forth in the PSA.

{00491065v2}

Page 2  
January 04, 2019

Under separate cover, we are serving a notice of demand that the Trustee provide a response to Ember's proof of claim Form 74 pursuant to subsection 81(1) of the *BIA*, which was initially served on September 12, 2018. We ask that the Trustee respond no later than 15 days from the date of service, which is the period stipulated in subsection 81(2) of the *BIA*.

You have indicated that the Receiver currently plans to set this application on the commercial list on January 18, 2019. As both Mr. Frey and I will be out of the country at that time, we ask that the Receiver identify a mutually agreeable alternate date.

Also, as noted above, we are instructed to proceed with our application before the application for a Vesting Order. Accordingly, we will need to identify a mutually agreeable date for that. If the Receiver wishes to cross-examine Mr. Zuorro on his affidavit and/or file a reply affidavit, this will have to be built into the timeline.

We look forward to hearing from you with respect to the foregoing.

Yours truly,

**SCOTT VENTURO RUDAKOFF LLP**



**EUGENE BODNAR**  
GB/I

Encl.

cc: Norton Rose Fulbright Canada LLP  
Attention: Howard Gorman/Aaron Stephenson [via email]

**Eugene J. Bodnar**

---

**From:** Gorman, Howard A. <howard.gorman@nortonrosefulbright.com>  
**Sent:** September-18-18 4:00 PM  
**To:** Lukas Frey; Stephenson, Aaron  
**Cc:** Bing Boongaling; Eugene J. Bodnar  
**Subject:** RE: Ember/Manitok - Adjournment

To be clear, we expect to seek vesting Orders for other assets perhaps prior to resolution of these specific pipeline interests

**Howard Gorman, Q.C.**  
Senior Partner

Norton Rose Fulbright Canada LLP / S.E.N.C.R.L., s.r.l.  
400 3rd Avenue SW, Suite 3700, Calgary Alberta T2P 4H2 Canada  
T: +1 403.267.8144 | F: +1 403.264.5973  
[howard.gorman@nortonrosefulbright.com](mailto:howard.gorman@nortonrosefulbright.com)

**NORTON ROSE FULBRIGHT**

---

**From:** Lukas Frey [<mailto:L.Frey@scottventuro.com>]  
**Sent:** September-18-18 3:51 PM  
**To:** Stephenson, Aaron  
**Cc:** Bing Boongaling; Gorman, Howard A.; Eugene J. Bodnar  
**Subject:** Ember/Manitok - Adjournment

Aaron,

Further to our chat I have connected with our client and our client agrees to adjourn the application *sine die* with the understanding that my client's application will be heard prior to any vesting order application, should the parties be unable to resolve the issues raised in our client's application.

As discussed, we will communicate with the court clerk to adjourn the application and get a confirmation. We will circulate a letter summarizing the aforementioned understanding together with the confirmation of the adjournment in due course.

Kind regards,

Lukas

LUKAS FREY  
Associate  
Direct: 403.231.8248  
[l.frey@svrlawyers.com](mailto:l.frey@svrlawyers.com)

**SCOTT VENTURO RUDAKOFF LLP**  
L A W Y E R S

1500, 222 3rd Avenue SW  
Calgary, Alberta T2P 0B4  
Tel: 403.261.9043

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**Eugene J. Bodnar**

---

**From:** Lukas Frey  
**Sent:** September-25-18 6:55 PM  
**To:** scollins@mccarthy.ca; howard.gorman@nortonrosefullbright.com; Stephenson, Aaron.  
**Cc:** Eugene J. Bodnar  
**Subject:** Ember/Manitok - Negotiations

**Follow Up Flag:** Copied to Wordox: (Client Files\LITIGATION\68022\001\00428068.MSG)

***Without Prejudice***

Gents,

Our client's application has been adjourned *sine die* and the proof of claim deadlines pursuant to the BIA suspended/extended *sine die*.

From what I gather from the *without prejudice* phone calls I have had with some of you, it appears there is a willingness of everyone involved to see if a business solution can be worked out as long as certain issues are addressed/resolved.

Our client has not heard from anyone following our client's willingness to adjourn its application, which came as a surprise to me, so there is concern that we lose momentum on a possible business solution.

I would like to propose that the business people of all relevant parties (and their lawyers, if required) meet next week on a *without prejudice* basis to identify the issues of finding a business solution. The business people know best what these pipelines are about, what flows through them and which direction what needs to flow when. If you are in agreement, please provide information on who, when and where such meeting could take place. We are happy to host but I suspect counsel for the receiver might be the most appropriate party to host.

With the October 5 Phase II deadline approaching, we would like to get an idea of where we are at and we would like to get an understanding with everyone involved about the next steps towards resolution.

We look forward to hearing from you.

Kind regards,

Lukas

LUKAS FREY  
Associate  
Direct: 403.231.8248  
[l.frey@svrlawyers.com](mailto:l.frey@svrlawyers.com)

**SCOTT VENTURO RUDAKOFF LLP**  
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**From:** Eugene J. Bodnar  
**Sent:** January-04-19 4:12 PM  
**To:** Gorman, Howard A.  
**Cc:** Collins, Sean F.; Stephenson, Aaron; Lukas Frey; Mr. Orest Konowalchuk; Reid, Tim; Strueby, Jill; Benediktsson, Gunnar; Collopy, Thomas; Cumming, Tom; Caireen E. Hanert; anthony.mersich@gowlingwlg.com  
**Subject:** Re: Manito/Ember

Thanks Howard. I understand that this transaction took months to negotiate and I'm unaware of any urgency or magic to the January 18 date. Accordingly, our request for an adjournment stands.

Gene

Gene Bodnar  
Scott Venturo Rudakoff LLP

Sent from my iPhone

On Jan 4, 2019, at 3:56 PM, Gorman, Howard A. <[howard.gorman@nortonrosefulbright.com](mailto:howard.gorman@nortonrosefulbright.com)> wrote:

You are correct we are finalizing materials to proceed with a SAVO January 18. It would be the small tail wagging a large dog to think the Ember pipeline issue (which is addressed in the SAVO) would delay this long negotiated transaction so I expect both the Receiver and the Proposed purchaser would dispute any adjournment request.

The Materials are close to being finalized (we had hoped for today but would be an hour or 2 too late) so you and the service list will receive them Monday.

**Howard Gorman, Q.C.**  
Senior Partner

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[howard.gorman@nortonrosefulbright.com](mailto:howard.gorman@nortonrosefulbright.com)

**NORTON ROSE FULBRIGHT**

THIS IS EXHIBIT "0" REFERRED TO IN  
THE AFFIDAVIT OF

*Lindsay Jane Wigglesworth*  
SWORN THE 9<sup>th</sup> DAY OF January, 2019  
*Megan Magnus*

*Megan Magnus*

Commission expires July 5/2020

---

**From:** Eugene J. Bodnar [<mailto:E.Bodnar@scottventuro.com>]  
**Sent:** January-04-19 3:48 PM  
**To:** Collins, Sean F.  
**Cc:** Gorman, Howard A.; Stephenson, Aaron; Lukas Frey  
**Subject:** Manito/Ember

Sean:

Please see the attached letter. Give me a shout if you want to discuss.

Regards,

Gene

**GENE BODNAR**

Partner

Ph: 403.231.8209

[g.bodnar@svrlawvers.com](mailto:g.bodnar@svrlawvers.com)

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January 7, 2019

**Sent By E-mail**

Scott Venturo Rudakoff LLP  
1500, 222 - 3rd Avenue SW  
Calgary, Alberta  
T2P 0B4

**Attention:** Eugene Bodnar | Lucas Frey  
THIS IS EXHIBIT REFERENCE TO IN  
THE AFFIDAVIT OF

*Lindsay Jane Wigglesworth*  
SWORN THE 9 DAY OF January 2019  
*Megan Magnus*

Megan Magnus

Dear Sir:

My Commission expires July 5/2020

**Bankruptcy and Receivership of Manito Energy Inc. et al.  
Court File Nos. 25-2332583, 25-2332610, 25-2335351**

We are in receipt of your letter of January 4, 2019.

As you likely recall, last November you received an email from Mr. Collins (attached) which set out the Receiver's proposed approach to the issue your client has raised with respect to the Disputed Pipeline Segments. A copy of that email is attached hereto for your reference.

At that time, as was clearly communicated to your client, the Receiver's intention was to enter into a sale agreement for the entirety of the Manito assets, and to apply for a sale and vesting order under terms that would preserve your client's right to make a claim with respect to the Disputed Pipeline Segments thereafter. That is, the intention was to negotiate and obtain Court approval for the sale of Manito's interest in the relevant assets, subject to (among other things) your client's rights to the Disputed Pipeline Segments which would then be reserved for resolution between your client and the purchaser after the sale.

The proposed sale and vesting order, as Mr. Collins indicated, ensures that this sale can proceed and be approved without prejudicing the rights and interests of your client in any way. Attached is a copy of our proposed form of order for your reference. I draw your attention to paragraph 5, which provides as follows with respect to the Disputed Pipeline Segments (emphasis added):

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

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Your reference

Our reference  
1001023920

Eugene Bodnar  
January 7, 2019

 NORTON ROSE FULBRIGHT

Disputed Ember Assets, or otherwise damage the Disputed Ember Assets; provided that notwithstanding the forgoing, 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.

The executed purchase and sale agreement contains provisions to like effect. Both the Receiver and the Vendor have always understood that the sale of Manitok's assets will be subject to and will not prejudice your client's right to assert and prove ownership of the Disputed Pipeline Segments later. Indeed, the Purchaser has agreed to maintain and preserve the current status quo of those assets, and will indeed be directed to do so by Court order. This should be of complete comfort to your client.

The Receiver's intention has always been to transfer and realize upon these assets, and the interests of the stakeholders in this receivership are best served if this can be done efficiently. It would be beyond inefficient for the entirety of this sale to be held up pending a resolution of your client's claim, which affects only a relatively small portion of the assets potentially to be transferred. Nor is your proposal—to carve the Disputed Pipeline Segments out of the deal altogether—practical or realistic in the circumstances. In short, the Receiver's proposed approach is fair, efficient, and represents a fair balance between maximizing the value of these assets to the estate and preserving whatever rights your client may have to the Disputed Pipeline Segments to be resolved in the fullness of time.

I trust this is satisfactory. For clarity, the Receiver will oppose any request to adjourn this matter, or any argument that the Disputed Pipeline Segments need be excluded from the transaction, on the basis that such requests represent an improper attempt to obtain negotiating leverage to the detriment of the administration of the estate and the affected stakeholders. Our intention is to have the matter of the attached sale and vesting order heard and determined on the 18<sup>th</sup> of January, as planned.

Kindly advise if you intend to maintain your objection notwithstanding the above.

Yours very truly,

  
Howard A. Gorman, Q.C.  
Senior Partner

HAG/cj

Cc: Alvarez & Martel (Orest Konowolchuk, Tim Reid)

McCarthy Tétrault LLP (Sean Collins, Walker MacLeod)

Norton Rose Fulbright Canada LLP (Gunnar Benediktsson)

## Benediktsson, Gunnar

---

**From:** Collins, Sean F. <scollins@MCCARTHY.CA>  
**Sent:** November-29-18 9:55 AM  
**To:** 'Gene Bodnar (G.Bodnar@svrlawyers.com)'  
**Cc:** 'Orest Konowalchuk (okonowalchuk@alvarezandmarsal.com)'  
**Subject:** FW: Approval and Vesting Order  
**Attachments:** court approval and vesting order manitok-CAL\_LAW-3187676-v2.DOCX

Gene, the Receiver has entered into an Asset Purchase Agreement with Tantalus Energy to sell ManitoK's assets including the disputed Ember pipeline segments. Tantalus is taking the disputed pipeline segments subject to Ember's claim. The attached vesting order (see paragraph 5) contains the language we discussed in terms of preserving the status quo pending either a settlement of the issues or same being ultimately judicially determined. The Receiver is attempting to get into court in December for the purpose of obtaining the vesting order with a view to closing the transaction as soon as possible. Would you please review the vesting order with Ember and advise as-to Ember's position.

Regards,

**mccarthy  
tétrault**

**Sean Collins**  
Partner | Associé  
Bankruptcy and Restructuring | Faillite et restructuration  
T: 403-260-3531  
C: 403-607-8534  
F: 403-260-3501  
E: [scollins@mccarthy.ca](mailto:scollins@mccarthy.ca)

**McCarthy Tétrault LLP**  
Suite 4000  
421 - 7th Avenue SW  
Calgary AB T2P 4K9





COURT FILE NUMBER	25-2332583 25-2332610 25-2335351	Clerk's Stamp
COURT	COURT OF QUEEN'S BENCH OF ALBERTA	
JUDICIAL CENTRE	CALGARY	
PROCEEDING	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.	
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:** January 18, 2019

**LOCATION WHERE ORDER WAS PRONOUNCED:** Calgary Courts Centre

**NAME OF JUSTICE WHO MADE THIS ORDER:** The Honourable Madam Justice B.E.C. Romaine

**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, as amended by agreement dated December 14, 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 A to the Sixth Report of the Receiver dated January 7, 2019 (the "**Report**"), and in unredacted form as Confidential Appendix 2 to the Report

(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 ~~o~~ sworn ~~o~~, 2019, filed; **AND UPON HEARING** the submissions of counsel for the Receiver, National Bank of Canada, the Purchaser, the Alberta Energy Regulator ("**AER**"), and any other parties present; **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 (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, to the extent that they attach to, charge, encumber or affect the Purchased Assets, are hereby expunged, vacated, and 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. Notwithstanding paragraph 13 hereof, to the extent that an Encumbrance attaches to both Purchased Assets and to other property of the Debtor ("**Other Property**") or does not attach to, charge or encumber the Debtor's interest in the Purchased Assets (such Encumbrance being a "**Non-Competing Encumbrance**"):

- (i) a registration against the Debtor under the PPSA in respect of a Non-Competing Encumbrance shall not be discharged by the applicable Governmental Authority but such Non-Competing Encumbrance shall cease to attach to the Purchased Property and the Purchaser's interest therein;
- (ii) a registration in the LTA of a Non-Competing Encumbrance shall only be discharged, deleted, vacated or expunged by the relevant Governmental Authority as against title to the Purchased Assets, and not as against title to any Other Property; and
- (iii) a security notice or other notice of a Non-Competing Encumbrance registered in the MMA shall only be discharged, deleted, vacated or expunged by the relevant Governmental Authority as against the Purchased Assets and not as against any Other Property,

15. Notwithstanding paragraph 13 hereof, in the case of an Encumbrance listed on **Part 5 of Schedule "D"** to this Order, any party shall be at liberty to apply to this Court for an order that such Encumbrance be discharged, deleted or expunged by the applicable Governmental Authority.

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 13 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 25-2335351	Clerk's Stamp
COURT	COURT OF QUEEN'S BENCH OF ALBERTA	
JUDICIAL CENTRE	CALGARY	
PROCEEDING	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.	

**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 Manitok Energy Inc. (the "Debtor").

B. Pursuant to an Order of the Honourable Madam Justice B.E.C. Romaine of the Court dated January 18, 2019, the Court approved the Transaction and the Purchase and Sale Agreement dated as of November 23, 2018, as amended by agreement dated December 14, 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:

CAN\_DMS: \124800180\3

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 •, 2019.

**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:

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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) on and after the Closing Date, the terms and conditions of the Freehold GORRs;
- (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;
- (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; and
- (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.

## **Schedule "C"**

### **Purchased Assets**

The Purchased Assets consist of the Assets (as defined in the Purchase and Sale Agreement), including the Lands and Petroleum Natural Gas Rights, the Wells, the Facilities, the Pipelines and the Stream Assets described in the attachments to this Schedule "C".

## Schedule "D"

### Registrations to be Discharged

Capitalized terms in this Schedule "D" are defined as follows:

"**Manitok**" means Manitok Energy Inc.;

"**NBC**" means National Bank of Canada;

"**NBC Debenture**" means the \$200,000,00.00 Demand Debenture dated as of February 4, 2013 granted by Manitok in favour of NBC, as amended pursuant to a Demand Debenture Amending Agreement dated as of September 30, 2017 between Manitok and NBC;

"**PrairieSky**" means PrairieSky Royalty Ltd.;

"**Stream**" means Stream Asset Financial Manitok LP.

### Part 1 - Encumbrances against Freehold Surface Titles

Claimant	Registration Details	Description of Property
Prentice Creek Contracting Ltd.	Builder's Lien Instrument 172 323 749 Registered December 5, 2017	Title 172 323 682 +2 Meridian 5, Range 15, Township 42, Section 30, Quarter South West, excepting thereout all mines and minerals
Prentice Creek Contracting Ltd.	Certificate of Lis Pendens Instrument 182 124 825 Registered May 31, 2018	Title 172 323 682 +2 Meridian 5, Range 15, Township 42, Section 30, Quarter South West, excepting thereout all mines and minerals
Prentice Creek Contracting Ltd.	Builder's Lien Instrument 172 323 803 Registered December 5, 2017	Title 172 323 692 +3 Meridian 5, Range 16, Township 42, Section 36, Quarter South East, excepting thereout all mines and minerals
Prentice Creek Contracting Ltd.	Certificate of Lis Pendens Instrument 182 124 825 Registered May 31, 2018	Title 172 323 692 +3 Meridian 5, Range 16, Township 42, Section 36, Quarter South East, excepting thereout all mines and minerals
Prentice Creek Contracting Ltd.	Builder's Lien Instrument 172 323 740 Registered December 5, 2017	Title 172 323 651 +2 Meridian 5, Range 15, Township 42, Section 29, Quarter South West, excepting thereout all mines and minerals
Prentice Creek Contracting Ltd.	Certificate of Lis Pendens Instrument 182 124 825 Registered May 31, 2018	Title 172 323 651 +2 Meridian 5, Range 15, Township 42, Section 29, Quarter South West, excepting thereout all mines and minerals

### Part 2 - Encumbrances against Freehold Mineral Titles

Manitok File #	Lands	Lease Date	Certificate of Title	Registered Owner	Registration No. & Date	Caveator	Nature of Interest
<b>Carseland Area</b>							
M00471	TWP 22 RGE 25 W4M SEC 17	May 27, 2014	141181631+14	PrairieSky	181029526 05/02/2018	NBC	Agreement Charging Land
M0350	TWP 22 RGE 25 W4M SW 28	May 1, 2015	141187859+26	PrairieSky	181029526 05/02/2018	NBC	Agreement Charging Land
M01837	TWP 22 RGE 25 W4M NW 28	May 1, 2015	141187859+26	PrairieSky	181029526 05/02/2018	NBC	Agreement Charging Land

Manitok File #	Lands	Lease Date	Certificate of Title	Registered Owner	Registration No. & Date	Caveator	Nature of Interest
M01838	TWP 22 RGE 25 W4M NE 32	May 1, 2015	141188140+1	PrairieSky	181029526 05/02/2018	NBC	Agreement Charging Land
M01839	TWP 22 RGE 25 W4M NW 32	May 1, 2015	141188140+1	PrairieSky	181029526 05/02/2018	NBC	Agreement Charging Land
M01840	TWP 22 RGE 25 W4M SE 32	May 1, 2015	141188140+1	PrairieSky	181029526 05/02/2018	NBC	Agreement Charging Land
M01841	TWP 22 RGE 25 W4M SW 32	May 1, 2015	141188140+1	PrairieSky	181029526 05/02/2018	NBC	Agreement Charging Land
M01842	TWP 22 RGE 25 W4M NE 33	May 1, 2015	141181326+10	PrairieSky	181029526 05/02/2018	NBC	Agreement Charging Land
M01843	TWP 22 RGE 25 W4M NW 33	May 1, 2015	141181326+10	PrairieSky	181029526 05/02/2018	NBC	Agreement Charging Land
M01844	TWP 22 RGE 25 W4M SW 33	May 1, 2015	141181326+10	PrairieSky	181029526 05/02/2018	NBC	Agreement Charging Land

#### Rockyford Area

M00426	TWP 23 RGE 23 W4M SW 16	June 26, 1997	141185336+3	PrairieSky	181029526 05/02/2018	NBC	Agreement Charging Land
M00430	TWP 25 RGE 21 W4M NE 18	May 27, 2014	141183316+20	PrairieSky	181029526 05/02/2018	NBC	Agreement Charging Land
M00431	TWP 25 RGE 21 W4M SEC 19	May 27, 2014	141183316+19	PrairieSky	181029526 05/02/2018	NBC	Agreement Charging Land
M00432	TWP 25 RGE 21 W4M SW 30	May 27, 2014	141183536+13	PrairieSky	181029526 05/02/2018	NBC	Agreement Charging Land
M01303	TWP 25 RGE 22 W4M SEC 7	May 1, 2015	141183729+24	PrairieSky	181029526 05/02/2018	NBC	Agreement Charging Land
M01304	TWP 25 RGE 22 W4M NE 7	May 1, 2015	141183729+24	PrairieSky	181029526 05/02/2018	NBC	Agreement Charging Land
M01305	TWP 25 RGE 22 W4M NW 7	May 1, 2015	141183729+24	PrairieSky	181029526 05/02/2018	NBC	Agreement Charging Land
M01326	TWP 25 RGE 22 W4M S 17	May 1, 2015	141183855+23	PrairieSky	181029526 05/02/2018	NBC	Agreement Charging Land
M01329	TWP 25 RGE 22 W4M SE 17	May 1, 2015	141183855+23	PrairieSky	181029526 05/02/2018	NBC	Agreement Charging Land
M01330	TWP 25 RGE 22 W4M SW 17	May 1, 2015	141183855+23	PrairieSky	181029526 05/02/2018	NBC	Agreement Charging Land
M00377	TWP 25 RGE 22 W4M SEC 21	May 27, 2014	141183855+17	PrairieSky	181029526 05/02/2018	NBC	Agreement Charging Land
M01861	TWP 25 RGE 22 W4M N 21	May 27, 2014	141183855+17	PrairieSky	181029526 05/02/2018	NBC	Agreement Charging Land
M01862	TWP 25 RGE 22 W4M S 21	May 27, 2014	141183855+17	PrairieSky	181029526 05/02/2018	NBC	Agreement Charging Land
M00391	TWP 25 RGE 22 W4M SEC 22	June 15, 1969	141184219+13	PrairieSky	181029526 05/02/2018	NBC	Agreement Charging Land
M01860	TWP 25 RGE 22 W4M SEC 22	June 15, 1969	141184219+13	PrairieSky	181029526 05/02/2018	NBC	Agreement Charging Land
M00434	TWP 26 RGE 21 W4M SE 4	May 27, 2014	141183564+21	PrairieSky	181039172 15/02/2018	NBC	Agreement Charging Land

#### Wayne Area

M00436	TWP 27 RGE 21 W4M NE 21	May 27, 2014	141183564+13	PrairieSky	181029526 05/02/2018	NBC	Agreement Charging Land
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Manitok File #	Lands	Lease Date	Certificate of Title	Registered Owner	Registration No. & Date	Caveator	Nature of Interest
M00377	TWP 27 RGE 21 W4M SW 25, NW 25	May 27, 2014	141183564+12	PrairieSky	181029526 05/02/2018	NBC	Agreement Charging Land
M00377	TWP 27 RGE 21 W4M 26	May 27, 2014	141176329+28	PrairieSky	181029526 05/02/2018	NBC	Agreement Charging Land
M00437	TWP 27 RGE 21 W4M NW 33, SW 33	May 27, 2014	141176523+8	PrairieSky	181029526 05/02/2018	NBC	Agreement Charging Land
M00438	TWP 27 RGE 22 W4M NW 20	May 27, 2014	141183785+9	PrairieSky	181029526 05/02/2018	NBC	Agreement Charging Land
M00439	TWP 27 RGE 22 W4M NW 27	May 27, 2014	141183855+29	PrairieSky	181029526 05/02/2018	NBC	Agreement Charging Land
M00441	TWP 27 RGE 22 W4M NW 30	May 27, 2014	141181251+24	PrairieSky	181029526 05/02/2018	NBC	Agreement Charging Land
M00443	TWP 27 RGE 22 W4M NW 35	May 27, 2014	141183855+26	PrairieSky	181030864 06/02/2018	NBC	Agreement Charging Land
MD1365	TWP 27 RGE 22 W4M SEC 35	May 1, 2015	141183855+26	PrairieSky	181030864 06/02/2018	NBC	Agreement Charging Land
M00444	TWP 27 RGE 23 W4M NE 35, NW 35, SW 35	May 27, 2014	141187043+11	PrairieSky	181029526 05/02/2018	NBC	Agreement Charging Land
M00414	TWP 28 RGE 20 W4M LSD 11 SEC 7	September 28, 2007	141177469+23	PrairieSky	181029526 05/02/2018	NBC	Agreement Charging Land
M00447	TWP 28 RGE 20 W4M LSDS 12, 13, SEC 7	May 27, 2014	141177469+23	PrairieSky	181029526 05/02/2018	NBC	Agreement Charging Land
M00449	TWP 28 RGE 21 W4M SE 3, NE 3	May 27, 2014	141183141+24	PrairieSky	181029526 05/02/2018	NBC	Agreement Charging Land
M00468	TWP 28 RGE 21 W4M SEC 11	May 27, 2014	141177514+18	PrairieSky	181029526 05/02/2018	NBC	Agreement Charging Land
M00451	TWP 28 RGE 21 W4M LSDS 9, 10 & 15 OF SEC 12	May 27, 2014	141183183	PrairieSky	181029526 05/02/2018	NBC	Agreement Charging Land
M00452	TWP 28 RGE 21 W4M LSDS 3, 5, 6, 7 & 10 SEC 13	May 27, 2014	141183183+1	PrairieSky	181029526 05/02/2018	NBC	Agreement Charging Land
M00377	TWP 28 RGE 21 W4M W 19	May 27, 2014	141183183+17	PrairieSky	181029526 05/02/2018	NBC	Agreement Charging Land
M00377	TWP 28 RGE 21 W4M N 30, SW 30	May 27, 2014	141183183+27	PrairieSky	181029526 05/02/2018	NBC	Agreement Charging Land
MD1387	TWP 28 RGE 21 W4M NE 19	May 27, 2014	141183183+17	PrairieSky	181029526 05/02/2018	NBC	Agreement Charging Land
MD1389	TWP 28 RGE 21 W4M SE 19	May 27, 2014	141183183+17	PrairieSky	181029526 05/02/2018	NBC	Agreement Charging Land
M00454	TWP 28 RGE 21 W4M SE 20	May 27, 2014	141183183+17	PrairieSky	181029526 05/02/2018	NBC	Agreement Charging Land
MD1404	TWP 28 RGE 21 W4M SE 30	May 1, 2015	141183183+27	PrairieSky	181029526 05/02/2018	NBC	Agreement Charging Land
M00378	TWP 28 RGE 21 W4M NE 33	May 27, 2014	141183183+29	PrairieSky	181029526 05/02/2018	NBC	Agreement Charging Land
M00456	TWP 28 RGE 21 W4M LSDS 11, 12 OF SEC 34	May 27, 2014	141183255	PrairieSky	181029526 05/02/2018	NBC	Agreement Charging Land
M00457	TWP 28 RGE 22 W4M NW 1	May 27, 2014	141178488+16	PrairieSky	181029526 05/02/2018	NBC	Agreement Charging Land

Manitok File #	Lands	Lease Date	Certificate of Title	Registered Owner	Registration No. & Date	Caveator	Nature of Interest
					181030864 06/02/2018	NBC	Agreement Charging Land
M00458	TWP 28 RGE 22 W4M SE 2, SW 2, NE 2	May 27, 2014	141179130+20	PrairieSky	181030864 06/02/2018	NBC	Agreement Charging Land
M00460	TWP 28 RGE 22 W4M NW 12	May 27, 2014	141178488+17	PrairieSky	181029526 05/02/2018	NBC	Agreement Charging Land
M00465	TWP 28 RGE 22 W4M SW 22, NW 22	May 27, 2014	141178698+28	PrairieSky	181029526 05/02/2018	NBC	Agreement Charging Land
M00464	TWP 28 RGE 22 W4M SE 25, SW 25, NW 25	May 27, 2014	141179051+7	PrairieSky	181029526 05/02/2018	NBC	Agreement Charging Land

### Part 3 – Encumbrances registered with Alberta Energy against Crown Leases

Manitok File No.	Lands	Crown Lease / Licence	Registration & Date	Secured Party / Lienholder	Description Of Encumbrance
<b>Carseland Shallow Gas</b>					
M00063	TWP 42 RGE 15 W5M SEC 1	0610080560	BL 1800076 2018/01/12	Riverside Fuels Ltd.	Builders' Lien - Manitok - To the supply of gasoline and diesel fuel as well as compressor and natural gas engine oil for well and compressor sites on the subject lands
			SN 1800112 2018/01/22	NBC	Security Notice NBC Debenture
			LP 1801047 2018/07/10	Riverside Fuels Ltd.	Certificate of Lis Pendens - Manitok - To the supply of gasoline and diesel fuel as well as compressor and natural gas engine oil for well and compressor sites on the subject lands.
M00097	TWP 42 RGE 15 W5M NE 3, 9, 10, W 11, , SW 14, SE 15, SW 15, S 16, S 17	121928	SN 1800112 2018/01/22	NBC	Security Notice NBC Debenture
M00065	TWP 42 RGE 15 W5M E 11	0610080562	SN 1800112 2018/01/22	NBC	Security Notice - NBC Debenture
M00159	TWP 42 RGE 15 W5M E 11	5595120093	SN 1800112 2018/01/22	NBC	Security Notice - NBC Debenture
M00034	TWP 42 RGE 15 W5M W 12	0609100550	SN 1800112 2018/01/22	NBC	Security Notice - NBC Debenture
M00143	TWP 42 RGE 15 W5M N 15, NE 16, S 21	0611050413	BL 1800076 2018/01/12	Riverside Fuels Ltd.	Builders' Lien - Manitok - To the supply of gasoline and diesel fuel as well as compressor and natural gas engine oil for well and compressor sites on the subject lands.
			SN 1800112 2018/01/22	NBC	Security Notice - NBC Debenture
			LP 1801047 2018/07/10	Riverside Fuels Ltd.	Certificate of Lis Pendens - Manitok - To the supply of gasoline and diesel fuel as well as compressor and natural gas engine oil for well and compressor sites on the subject lands.
M00104	TWP 42 RGE 15 W5M SEC 19	5511050466	BL 1800076 2018/01/12	Riverside Fuels Ltd.	Builders' Lien - Manitok - To the supply of gasoline and diesel fuel as well as compressor and natural gas engine oil for well and compressor sites on the subject lands.

Manitok File No.	Lands	Crown Lease / Licence	Registration & Date	Secured Party / Lienholder	Description Of Encumbrance
			SN 1800112 2018/01/22	NBC	Security Notice - NBC Debenture
			LP 1801047 2018/07/10	Riverside Fuels Ltd.	Certificate of Lis Pendens - Manitok - To the supply of gasoline and diesel fuel as well as compressor and natural gas engine oil for well and compressor sites on the subject lands.
M01425	TWP 42 RGE 15 W5M SEC 19, SEC 29	5517050202	BL 1703169 2017/12/07	Prentice Creek Contracting Ltd.	Builders' Lien - Manitok - Work, equipment, labour and materials for the clean up of an oil and gas well site.
			BL 1800076 2018/01/12	Riverside Fuels Ltd.	Builders' Lien - Manitok - To the supply of gasoline and diesel fuel as well as compressor and natural gas engine oil for well and compressor sites on the subject lands.
			LP 1800854 2018/06/01	Prentice Creek Contracting Ltd.	Builders' Lien - Manitok - Work, equipment, labour and materials for the clean up of an oil and gas well site.
			LP 1801047 2018/07/10	Riverside Fuels Ltd.	Certificate of Lis Pendens - Manitok - To the supply of gasoline and diesel fuel as well as compressor and natural gas engine oil for well and compressor sites on the subject lands.
M00280	TWP 42 RGE 15 W5M N 20, N 21	121929	SN 1800112 2018/01/22	NBC	Security Notice - NBC Debenture
M00105	TWP 42 RGE 15 W5M SW 22	5511050467	SN 1800112 2018/01/22	NBC	Security Notice - NBC Debenture
M00107	TWP 42 RGE 15 W5M SEC 29	5511050469	BL 1703169 2017/12/07	Prentice Creek Contracting Ltd.	Builders' Lien - Manitok - Work, equipment, labour and materials for the clean up of an oil and gas well site.
			BL 1800076 2018/01/12	Riverside Fuels Ltd.	Builders' Lien - Manitok - To the supply of gasoline and diesel fuel as well as compressor and natural gas engine oil for well and compressor sites on the subject lands.
			SN 1800112 2018/01/22	NBC	Security Notice - NBC Debenture
			LP 1800854 2018/06/01	Prentice Creek Contracting Ltd.	Builders' Lien - Manitok - Work, equipment, labour and materials for the clean up of an oil and gas well site.
			LP 1801047 2018/07/10	Riverside Fuels Ltd.	Certificate of Lis Pendens - Manitok - To the supply of gasoline and diesel fuel as well as compressor and natural gas engine oil for well and compressor sites on the subject lands.
M00108	TWP 42 RGE 15 W5M SEC 30	5511050470	BL 1703166 2017/12/07	Prentice Creek Contracting Ltd.	Builders' Lien - Manitok - Work, equipment, labour and materials for the clean up of an oil and gas well site.
			LP 1800854 2018/06/01	Prentice Creek Contracting Ltd.	Builders' Lien - Manitok - Work, equipment, labour and materials for the clean up of an oil and gas well site.
M00168	TWP 42 RGE 16 W5M 35, 36 and much more	5593090095	BL 1703168 2017/12/07	Prentice Creek Contracting Ltd.	Builders' Lien - Manitok - Work, equipment, labour and materials for the clean up of an oil and gas well site.
			SN 1800112 2018/01/22	NBC	Security Notice - NBC Debenture
			LP 1800854 2018/06/01	Prentice Creek Contracting Ltd.	Builders' Lien - Manitok - Work, equipment, labour and materials for the clean up of an oil and gas well site.
<b>Wayne Area</b>					
M00418	TWP 29 RGE 21 W4M SEC 9	0493080323	SN 1800112 2018/01/22	NBC	Security Notice - NBC Debenture



**Part 4 – Encumbrances registered in the Personal Property Registry of Alberta against Manitok**

<b>Claimant</b>	<b>Registration Details</b>	<b>Registration Type</b>
NBC	Registration Number: 13013125180 Registration Date: January 31, 2013	Security Agreement
NBC	Registration No: 13013125196 Registration Date: October 26, 2016	Land Charge
Stream	Registration No: 14123032735 Registration Date: December 30, 2014	Security Agreement
Stream	Registration No: 14123032786 Registration Date: December 30, 2014	Security Agreement
Stream	Registration No: 14123032818 Registration Date: December 30, 2014	Security Agreement
Stream	Registration Number: 14123032840 Registration Date: December 30, 2014	Security Agreement
Stream	Registration No: 15061211057 Registration Date: June 12, 2015	Security Agreement
Stream	Registration No: 15061211094 Registration Date: June 12, 2015	Security Agreement
Stream	Registration No: 15061211117 Registration Date: June 12, 2015	Security Agreement
Stream	Registration No: 15061211258 Registration Date: June 12, 2015	Security Agreement
PrairieSky	Registration No: 15120408473 Registration Date: December 4, 2015	Security Agreement
PrairieSky	Registration No: 15120408498 Registration Date: December 4, 2015	Land Charge
Computershare Trust Company of Canada	Registration No: 16102610309 Registration Date: October 26, 2016	Security Agreement
Computershare Trust Company of Canada	Registration No: 16102610362 Registration Date: October 26, 2016	Land Charge
Prairie Provident Resources Canada Ltd.	Registration No: 16111513843 Registration Date: November 15, 2016	Security Agreement
Prairie Provident Resources Canada Ltd.	Registration No: 16111514089 Registration Date: November 15, 2016	Land Charge
PrairieSky	Registration No: 17062710488 Registration Date: June 27, 2017	Land Charge
Prairie Provident Resources Canada Ltd.	Registration No: 17120433459 Registration Date: December 4, 2017	Security Agreement
Evolve Surface Strategies Inc.	Registration Number: 17121331141 Registration Date: December 13, 2017	Security Agreement
Workers' Compensation Board	Registration No: 18031520527 Registration Date: March 15, 2018	Workers' Compensation Board Charge Pursuant to WCB ACT section 129

**From:** Eugene J. Bodnar  
**Sent:** January-09-19 10:33 AM  
**To:** Gorman, Howard A.  
**Cc:** Collins, Sean F.; Lukas Frey  
**Subject:** Manitok/Ember  
**Attachments:** 99999999\_20190109\_1029490006.PDF

Howard:

Please see the attached letter.

Regards,

Gene

**GENE BODNAR**

Partner  
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[g.bodnar@svrlawyers.com](mailto:g.bodnar@svrlawyers.com)

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SCOTT VENTURO RUDAKOFF LLP  
LAWYERS

THIS IS EXHIBIT " Q " REFERRED TO IN  
THE AFFIDAVIT OF  
Lindsay Jane Wigglesworth  
SWORN THE 9 DAY OF January, 2019  
Megan Magnus

Megan Magnus  
My Commission expires July 5/2020

**SCOTT VENTURO RUDAKOFF LLP**  
**L A W Y E R S**

January 9, 2019

**VIA EMAIL**

Eugene Bodnar  
Direct Line: 403.231.8209  
Email: g.bodnar@svrlawyers.com  
Assistant: Ginger Campbell  
Direct Line: 403.231.3456  
Email: g.campbell@svrlawyers.com

Norton Rose Fulbright Canada LLP  
400 3<sup>rd</sup> Avenue SW, Suite 3700  
Calgary, AB T2P 4H2

**Attention: Howard A. Gorman, Q.C.**

Dear Sirs:

**Re: Bankruptcy and Receivership of Manitok Energy Inc. et al.  
Court File No. 25-2332583, 25-2332610, 25-2335351  
Our File: 68022.001**

We are in receipt of your letter dated January 7, 2019 and the application materials which you filed and served yesterday.

As I indicated in my letter of January 4, 2019, our client has instructed us to proceed with our application filed September 11, 2018 prior to your application for a Sale and Vesting Order. Given that you have scheduled your application for January 18, 2019, there does not appear to be sufficient time for our application to be heard before then. Accordingly, as we have previously indicated, we will require an adjournment of your application.

We acknowledge your position that the Receiver will oppose any request for an adjournment of your application. As Mr. Frey and I will be out of the country on the date of your application, we will be unable to attend at court to apply for an adjournment at that time. Accordingly, we will need to do so prior to January 18, 2019.

We note that there are time slots available at commercial court **tomorrow at 11:00am, 11:30am and 12:00pm**. We are available at any of these times. Please let me know if any of these time slots work for you. We are also contacting the Commercial Coordinator to see if there are any other time slots available prior to January 18, 2019 and will let you know what we find out in this regard.

We have yet to receive information from the Receiver as to the urgency to the January 18, 2019 date that would justify the prejudice to our client of having the Receiver dispose of assets which our client maintains that it owns while realizing the benefits of having those assets included in the contemplated transaction.

The recitation of the terms upon which we agreed to adjourn our application, as set forth in paragraph 23 of the Sixth Report of the Receiver, is not accurate. As per the emails attached to our January 4, 2019 correspondence, we adjourned our application on the basis that it would be heard prior to any vesting order that would include the Disputed Pipeline Segments. The Receiver

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Page 2  
January 9, 2019

expressly acknowledged and agreed to this and our client has instructed us to enforce that agreement.

The email from Mr. Collins dated November 29, 2018 which is attached to your letter of January 7, 2019 does not alter the terms upon which we agreed to adjourn our application. In that email, Mr. Collins (i) indicated that the Receiver had entered into a PSA that included the Disputed Pipeline Segments, (ii) attached a draft form of vesting order, and (iii) asked for our advice regarding our client's position. After we subsequently received and reviewed the redacted PSA and discussed this matter with our client, we were instructed to proceed with our application and advised Mr. Collins of this in our letter of January 4, 2019.

We look forward to hearing from you with respect to the foregoing.

Yours truly,

**SCOTT VENTURO RUDAKOFF LLP**



**EUGENE BODNAR**  
GB/I

cc: McCarthy Tétrault LLP  
Attention: Sean F. Collins [via email]