

COURT OF APPEAL OF ALBERTA

Form AP-5
[Rule 14.87]

COURT OF APPEAL FILE NUMBER	2101-0085AC
TRIAL COURT FILE NUMBER/ ESTATE NUMBERS	25-2332583 25-2332610 25-2335351
REGISTRY OFFICE	CALGARY
APPLICANT	ALVAREZ & MARSAL CANADA INC. in its capacity as the Court-appointed receiver and manager of MANITOK ENERGY INC.
STATUS ON APPEAL	APPELLANT
RESPONDENTS	PRENTICE CREEK CONTRACTING LTD., RIVERSIDE FUELS LTD. and ALBERTA ENERGY REGULATOR
STATUS ON APPEAL	RESPONDENTS
DOCUMENT	APPEAL RECORD



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

**APPEAL RECORD OF ALVAREZ & MARSAL CANADA INC. in its capacity as Court-appointed
receiver and manager, APPELLANT**

**VOLUME 1 of 1
PART 1 – PLEADINGS, Pages 1 to 7 inclusive
PART 2 – FINAL DOCUMENTS, Pages 8-112 inclusive**

FOR THE APPELLANT

Norton Rose Fulbright Canada LLP

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

Howard A. Gorman Q.C. / D. Aaron
Stephenson / Meghan L. Parker

howard.gorman@nortonrosefulbright.com
aaron.stephenson@nortonrosefulbright.com
meghan.parker@nortonrosefulbright.com
T: 403.267.8222
F: 403.264.5973

FOR THE RESPONDENTS

Prentice Creek Contracting Ltd.

Altalaw LLP
5233 – 49 Avenue
Red Deer, AB T4N 6G5
Glyn Walters
glwalters@altalaw.ca
T: 403-343-0812
F: 403-340-3545

Riverside Fuels Ltd.

Hamilton Baldwin Law
5039 50th Street
Rocky Mtn. House, AB T4T 1C1
Garrett SE Hamilton
garrett@hamiltonbaldwin.com
T: 403-845-7301
F: 403-845-7301

Alberta Energy Regulator

Suite 1000, 250 – 5 Street SW
Calgary, AB T2P 0R4
Maria Lavelle
maria.lavelle@aer.ca
T: 403-297-3736
F: 403-297-7031

Norton Rose Fulbright Canada LLP
3700, 400 – 3rd Avenue
Telephone: (403) 267-8222 Fax: (403) 264-5973

The appeal record has been prepared in electronic format.

TABLE OF CONTENTS

PART 1 - Pleadings

	Page
Application by Receiver filed September 21, 2020	5

PART 2 – Final Documents

Receivership Order of Justice Horner pronounced February 20, 2018, filed February 20, 2018	12
Approval and Vesting Order of Justice Romaine pronounced January 18, 2019, filed January 18, 2019 (schedules exceeding 5 pages have been removed to reduce length of document)	27
Distribution Order of Justice Romaine pronounced January 18, 2019, filed January 18, 2019	51
Amending Order of Justice Romaine pronounced April 12, 2019, filed April 12, 2019	53
Order (Partial Discharge) of Justice Romaine pronounced July 9, 2019, filed July 9, 2019	88
Order (Fourth Interim Distribution) of Justice Romaine pronounced October 16, 2019, filed October 17, 2019	98
Signed but unfiled Rectification Order of Justice Romaine pronounced May 22, 2020 (filed copy has been requested from the Court of Queen's Bench by Appellant)	100
Signed but Unfiled Second Amending Order of Justice Romaine pronounced May 22, 2020 (filed copy has been requested from the Court of Queen's Bench by Appellant)	105
Order of Justice Romaine pronounced July 10, 2020, filed July 10, 2020	108
Reasons for Decision of Justice Romaine filed March 24, 2021	111
Order of Justice Romaine pronounced March 24, 2021, filed June 10, 2021	119
Civil Notice of Appeal filed April 6, 2021	123
Order (Permission to Appeal) of Justice McDonald pronounced June 17, 2021, filed June 21, 2021	127

PART 3 - Transcripts

The table of contents for the Transcripts follows

TABLE OF CONTENTS

Description	Page
October 16, 2020 Afternoon Session	1
Submissions by Mr. Stephenson	2
Submissions by Mr. Walters	12
Submissions by Mr. Hamilton	15
Submissions by Mr. Lavelle	18
Submissions by Mr. Stephenson	19
Decision Reserved	19
Certificate of Transcript	21

Transcript previously filed with the Court of Appeal Registrar April 19, 2021

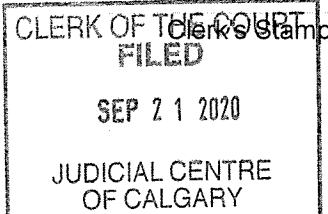
Form 27
[Rules 6.3 and
10.52(1)]

COURT FILE NUMBER

25-2332583

25-2332610

25-2335351



COURT

COURT OF QUEEN'S BENCH OF
ALBERTA

JUDICIAL CENTRE

CALGARY

PROCEEDINGS

IN THE MATTER OF THE NOTICE OF INTENTION TO
MAKE A PROPOSAL OF MANITOK ENERGY INC.IN THE MATTER OF THE NOTICE OF INTENTION TO
MAKE A PROPOSAL OF RAIMOUNT ENERGY CORP.IN THE MATTER OF THE NOTICE OF INTENTION TO
MAKE A PROPOSAL OF CORINTHIAN OIL CORP.

APPLICANT

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

DOCUMENT

APPLICATION BY RECEIVERADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
PARTY FILING THIS
DOCUMENT**Norton Rose Fulbright Canada LLP**400 3rd Avenue SW, Suite 3700
Calgary, Alberta T2P 4H2

Phone: +1 403.267.8222

Fax: +1 403.264.5973

Email: howard.gorman@nortonrosefulbright.com /
aaron.stephenson@nortonrosefulbright.com

Attention: Howard A. Gorman, Q.C. / D. Aaron Stephenson

File No.: 1001023920

NOTICE TO RESPONDENTS

This application is made against you. You are a respondent. You have the right to state your side of this matter before the judge.

To do so, you must be in Court when the application is heard as shown below:

Date: October 16, 2020
Time: 2:00 PM
Where: Calgary Courts Centre
Before Whom: Romaine J. (on the Commercial List)

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

Remedy claimed or sought:

1. Alvarez & Marsal Canada Inc. in its capacity as receiver and manager (**A&M** or the **Receiver**) of Manito Energy Inc. (**Manitok**) applies for an order:

(a) determining the following issue in the affirmative:

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

(b) declaring the propriety of determining the issue set out in paragraph 1(a) above, without determining the validity, enforceability or quantum of the Lien Claims (as defined below);

(c) approving the release of the Builders' Lien Holdbacks to become general estate funds; and

(d) such further or other relief as counsel may advise and this Honourable Court may grant.

Grounds for making this application:

2. Effective February 20, 2018 (**Receivership Date**), the Court of Queen's Bench of Alberta (**Court**) granted an order (**Receivership Order**) appointing A&M as Receiver, without security, of all of the current and future assets, undertakings and properties of every nature and kind whatsoever, including but not limited to real property wherever situate and including all proceeds thereof (**Property**) of Manitok. On the same date, A&M was appointed as trustee in bankruptcy of Manitok.

3. The Receiver implemented a Court-approved sale process, which resulted in various sales of Property. One such sale involved a purchase of Property by Persist Oil and Gas Inc. (or its predecessor) (**Persist**). Paragraph 12 of the sale approval and vesting order for the Receiver's sale to Persist (**Persist SAVO**) established, *inter alia*, holdbacks for the lien claims (**Lien Claims**) of two builders' lien claimants: \$119,093.08 in relation to builders' lien claims by Riverside Fuels Ltd. (**Riverside** and the **Riverside Holdback**) and \$462,685.40 in relation to builders' lien claims by Prentice Creek Contracting Ltd. (**Prentice** and the **Prentice Holdback**). The Persist SAVO was amended subsequently but not in relation to the Riverside Holdback and the Prentice Holdback (together, the **Builders' Lien Holdbacks**). The Lien Claims by Riverside and Prentice relate to services provided to Manitok prior to the Receivership Date.

4. In accordance with a Partial Discharge Order, filed July 9, 2019, the Receiver renounced and disclaimed and was discharged over the majority of the then unsold oil and gas assets in the Manitok estate (**Discharged Assets**). The Receiver retained interests in certain Retained Assets (as defined in the Partial Discharge Order; however, having now sold such Retained Assets as were saleable, the Receiver anticipates renouncing, disclaiming, and being discharged over the remaining oil and gas assets. Total realizations from the Manitok estate will be substantially less than the cost associated with satisfying the end-of-life obligations for the Discharged Assets, thus leaving a significant shortfall.

5. Determining the validity, enforceability and quantum of the Lien Claims is expected to be time-consuming and expensive, and would involve the development of an extensive and potentially contentious evidentiary record. However, those and other issues will be moot if the Receiver must use the resources of the estate to satisfy end-of-life obligations associated with the Discharged Assets in preference to the Lien Claims regardless. Thus, the Receiver, Riverside and Prentice recognized the issue stated at paragraph 1(a) above as potentially determinative and agreed (in consultation with the Alberta Energy Regulator and the National Bank of Canada) that it should be heard and determined separately, without determining other issues such as the validity, enforceability and quantum of the Lien Claims, and the Lien Claims' priority relative to the claims of other creditors and the administrative costs of the receivership. . Such a procedure is, in the Receiver's view, the most efficient way to determine whether the Builders' Lien Holdbacks may be released by the Receiver.

6. The Receiver has concerns about whether the Liens Claims are valid and enforceable in the lien amounts; however, for the purposes of this Application only, the Receiver will not dispute that:

- (a) the Lien Claims are valid against the lien interests in the lien amounts;
- (b) without limitation, the Lien Claims were registered in time and all steps required to preserve the Lien Claims under the *Builders' Lien Act* were taken by Riverside and Prentice;
- (c) the Lien Claims are first-ranking as against the interests against which they are registered, potentially excepting end-of-life obligations; and
- (d) the type of work completed by the Riverside and Prentice Creek is as described in their respective Statements of Claim.

7. The Receiver may dispute the propositions set out in paragraph 6(a)-(d) if the issue described in paragraph 1(a) is not determined in the affirmative such that a further Application is needed to determine whether the Lien Claims are valid and enforceable in the lien amounts, and their priorities relative to the claims of other creditors and the administrative costs of the receivership.

8. In addition to interests of Manitoak, Prentice has also liened working interests of Husky Oil Operations Limited (**Husky**) and Petrus Resources Corp. (**Petrus**). This Application will not determine the rights of Prentice as against Husky and Petrus.

9. Such further and other grounds as counsel may advise.

Material or evidence to be relied on:

10. The Seventh, Eighth, Ninth, Eleventh, Thirteenth, Fourteenth and Fifteenth Reports of the Receiver, all filed.

11. The Receivership Order, filed February 20, 2018, the Persist Sale Approval and Vesting Order, filed January 18, 2019 (as amended), the Partial Discharge Order, filed July 9, 2019, and the Distributions Orders, filed October 17, 2019 and July 10, 2020.

12. Such further and other materials as counsel may advise and as this Honourable Court may permit.

Applicable rules:

13. Rules 6.3(1), 6.9 and 7.1 of the Alberta *Rules of Court*.

14. Such further and other Rules as counsel may advise and this Honourable Court may permit.

Applicable Acts and regulations:

15. The *Bankruptcy and Insolvency Act*, RSC 1985 c. B-3.

16. Such further Acts or regulations as counsel may advise and this Honourable Court may permit.

Any irregularity complained of or objection relied on:

17. None.

How the application is proposed to be heard or considered:

18. In person, with counsel present, on the date first noted hereon or so soon thereafter as counsel may be heard and this Honourable Court may permit.

AFFIDAVIT EVIDENCE IS REQUIRED IF YOU WISH TO OBJECT.

WARNING

If you do not come to Court either in person or by your lawyer, the Court may give the applicant(s) what they want in your absence. You will be bound by any order that the Court makes. If you want to take part in this application, you or your lawyer must attend in Court on the date and time shown at the beginning of the form. If you intend to give evidence in response to the application, you must reply by filing an affidavit or other evidence with the Court and serving a copy of that affidavit or other evidence on the applicant(s) a reasonable time before the application is to be heard or considered.

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

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

JUDICIAL CENTRE CALGARY

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

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

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

DOCUMENT **ORDER**

ADDRESS FOR SERVICE
AND CONTACT
INFORMATION OF PARTY
FILING THIS DOCUMENT

Norton Rose Fulbright Canada LLP
400 3rd Avenue SW, Suite 3700
Calgary, Alberta T2P 4H2 CANADA

Attention: Howard A. Gorman, QC and D. Aaron Stephenson
Telephone: +1 403.267.8144
Facsimile: +1 403.264.5973
howard.gorman@nortonrosefulbright.com
aaron.stephenson@nortonrosefulbright.com

File No. 1001023920
Box No. 11

DATE ON WHICH ORDER WAS PRONOUNCED: October 16, 2020

NAME OF JUDGE WHO MADE THIS ORDER: Romaine J.

LOCATION OF HEARING: Calgary, Alberta

UPON the Application of Alvarez & Marsal Canada Inc. in its capacity as the receiver and manager (**Receiver**) of Manitok Energy Inc. (**Manitok**); **AND UPON** reviewing the Seventh, Eighth, Ninth, Eleventh, Thirteenth, Fourteenth and Fifteenth Reports of the Receiver, all filed; **AND UPON** reviewing the sale approval and vesting order (**Persist-Manitok SAVO**) for the Receiver's sale of Manitok assets to Persist Oil and Gas Inc. (**Persist**), filed January 18, 2019, as amended by orders, filed April 12, 2019 and May 22, 2020; **AND UPON** reading written submissions and hearing from counsel for interested parties, including the Receiver, Prentice

Creek Contracting Ltd. (**Prentice**), Riverside Fuels Ltd. (**Riverside**) and the Alberta Energy Regulator;

IT IS HEREBY ORDERED AND DECLARED THAT:

1. The time for service of this application and all supporting materials is abridged, if necessary, and service of this application and all supporting materials is deemed good and effective.
2. The following discrete issue (**Lien Issue**) was properly proposed and heard by the Court under Rule 7.1:

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

3. The Lien Issue is hereby determined in the affirmative such that end-of-life obligations associated with the abandonment and reclamation of unsold oil and gas properties must be satisfied by the Receiver from Manitok's estate in preference to satisfying what may otherwise be first-ranking builders' lien claims based on services provided by the lien claimants before the receivership date.
4. The holdbacks established in relation to builders' lien claims by Riverside and Prentice under paragraphs 12(a) and (b) of the Persist-Manitok SAVO, respectively, are hereby released and shall form general estate funds; and
5. This Order must be served only on those interested parties who attended or were represented at the within application on October 16, 2020, and service may be effected by facsimile, electronic mail, personal delivery or courier. Service of this order on any party who did not attend the within application is hereby dispensed with.

J.C.Q.B.A.

I hereby certify this to be a true copy of the
original Order
of which it purports to be a copy.

ESTATE NUMBER

25-2332583
25-2332610
25-2335351

Dated this

day of

20 Feb 2018
for Registrar at Calgary
Bankruptcy Division of the
Court of Queen's Bench of Alberta

COURT

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

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.

DOCUMENT:

RECEIVERSHIP ORDER

ADDRESS FOR
SERVICE AND
CONTACT
INFORMATION OF
PARTY FILING THIS
DOCUMENT:

MCCARTHY TÉTRAULT LLP
Barristers & Solicitors
Sean F. Collins / Walker MacLeod / Pantelis Kyriakakis
4000, 421 – 7th Avenue SW
Calgary, Alberta T2P 4K9
Phone: 403-260-3531 / 3710 / 3536
Fax: 403-260-3501
Email: scollins@mccarthy.ca / wmacleod@mccarthy.ca /
pkyriakakis@mccarthy.ca

Date On Which Order Was Pronounced:

February 20, 2018

Name Of Judge Who Made This Order:

Madam Justice K.M. Horner

Location Of Hearing:

Calgary, Alberta

UPON the application (the "**Application**") of National Bank of Canada ("**NBC**") in respect of Manitok Energy Inc. ("**Manitok**") and Raimount Energy Corp. ("**Raimount**", Raimount and Manitok are collectively referred to as, the "**Debtors**"; **AND UPON** having read the Application, the Affidavit of Audrey Ng, sworn on January 11, 2018, and the Affidavit of Service of Katie Doran, sworn on January 11, 2018, all filed; **AND UPON** having read Confidential Exhibits "I", "J", "AA", "DD", "EE", and "FF" to the Affidavit of Audrey Ng, sworn on January 11, 2018, unfilled;



AND UPON having read the Notice of Intention to Make a Proposal filed by both Manitok and Raimount on January 10, 2017, pursuant to section 50.4(1) of the *Bankruptcy and Insolvency Act*, SC 1985, c B-3 (the "**BIA**"); **AND UPON** having read the Affidavit of Massimo Geremia, sworn on January 11, 2018, filed; **AND UPON** having read the Order (Interim Finance) granted, in the within proceedings, on January 12, 2018; **AND UPON** having read the Affidavit of Massimo Geremia, sworn on February 7, 2018, filed; **AND UPON** having read the Supplemental Affidavit of Massimo Geremia, sworn on February 13, 2018, filed; **AND UPON** having read the Affidavit of Audrey Ng, sworn on February 14, 2018 (the "**Second Ng Affidavit**"), filed; **AND UPON** having read Confidential Exhibit "**B**" to the Second Ng Affidavit, unfiled; **AND UPON** having read the Second Report of FTI Consulting Canada Inc. (the "**Proposal Trustee**"), as proposal trustee of the Debtors, dated February 12, 2018; **AND UPON** reading the consent of Alvarez & Marsal Canada Inc. to act as receiver and manager (the "**Receiver**") of all of the assets, properties, and undertakings of the Debtors, filed; **AND UPON** hearing counsel for NBC, the Debtors, the Proposal Trustee, and any other persons present;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

1. The time for service of the notice of application for this order is hereby abridged and service thereof is deemed good and sufficient.

APPOINTMENT

2. Pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 ("**BIA**"), and section 13(2) of the *Judicature Act*, R.S.A. 2000, c.J-2, Alvarez & Marsal Canada Inc. is hereby appointed Receiver, without security, of all of the Debtors' current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate, including all proceeds thereof (collectively, the "**Property**").

RECEIVER'S POWERS

3. The Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
- (b) to receive, preserve and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (c) to manage, operate and carry on the business of the Debtors, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part other business, or cease to perform any contracts of the Debtors;
- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- (e) to purchase or lease machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtors or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtors and to exercise all remedies of the Debtors in collecting such monies, including, without limitation, to enforce any security held by the Debtors;
- (g) to settle, extend or compromise any indebtedness owing to or by the Debtors;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtors, for any purpose pursuant to this Order;
- (i) to undertake environmental or workers' health and safety assessments of the Property and operations of the Debtors;

- (j) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtors, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding, and provided further that nothing in this Order shall authorize the Receiver to defend or settle the action in which this Order is made unless otherwise directed by this Court.
- (k) to market any or all the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate.
- (l) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,
 - (i) without the approval of this Court in respect of any transaction which does not exceed \$500,000, provided that the aggregate consideration for all such transactions does not exceed \$2,000,000; and
 - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause,and in each such case notice under subsection 60(8) of the *Personal Property Security Act*, R.S.A. 2000, c. P-7 shall not be required.
- (m) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (n) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (o) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property, and this Order shall be registered by the

Registrar of Land Titles notwithstanding the requirements of section 191(1) of the *Land Titles Act*, RSA 2000, c L-7, and notwithstanding that the appeal period in respect of this Order has not elapsed, which appeal period is expressly waived;

- (p) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtors;
- (q) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtors, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtors;
- (r) to exercise any shareholder, partnership, joint venture or other rights which the Debtors may have; and,
- (s) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations;

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Debtors, and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

4. (i) The Debtors, (ii) all of their current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on their instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "**Persons**" and each being a "**Person**") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property (excluding Property subject to liens the validity of which is dependent on maintaining possession) to the Receiver upon the Receiver's request.

5. All Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other

papers, records and information of any kind related to the business or affairs of the Debtors, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "**Records**") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or documents prepared in contemplation of litigation or due to statutory provisions prohibiting such disclosure.

6. If any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

NO PROCEEDINGS AGAINST THE RECEIVER

7. No proceeding or enforcement process in any court or tribunal (each, a "**Proceeding**"), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

NO PROCEEDINGS AGAINST THE DEBTORS OR THE PROPERTY

8. No Proceeding against or in respect of the Debtors or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtors or the Property are

hereby stayed and suspended pending further Order of this Court, provided, however, that nothing in this Order shall: (i) prevent any Person from commencing a proceeding regarding a claim that might otherwise become barred by statute or an existing agreement if such proceeding is not commenced before the expiration of the stay provided by this paragraph 8; and (ii) affect a Regulatory Body's investigation in respect of the Debtors or an action, suit or proceeding that is taken in respect of the Debtors by or before the Regulatory Body, other than the enforcement of a payment order by the Regulatory Body or the Court. **"Regulatory Body"** means a person or body that has powers, duties or functions relating to the enforcement or administration of an Act of Parliament or of the legislature of a province.

NO EXERCISE OF RIGHTS OF REMEDIES

9. All rights and remedies (including, without limitation, set-off rights) against the Debtors, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any "eligible financial contract" (as defined in the BIA), and further provided that nothing in this paragraph shall (i) empower the Receiver or the Debtors to carry on any business which the Debtors are not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtors from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH THE RECEIVER

10. No Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtors, without written consent of the Receiver or leave of this Court. Nothing in this Order shall prohibit any party to an eligible financial contract from closing out and terminating such contract in accordance with its terms.

CONTINUATION OF SERVICES

11. All Persons having oral or written agreements with the Debtors or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Debtors are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or

terminating the supply of such goods or services as may be required by the Receiver, and this Court directs that the Receiver shall be entitled to the continued use of the Debtors' current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Debtors or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

12. All funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "**Post Receivership Accounts**") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further order of this Court.

EMPLOYEES

13. Subject to employees' rights to terminate their employment, all employees of the Debtors shall remain the employees of the Debtors until such time as the Receiver, on the Debtors' behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*, S.C. 2005, c.47 ("**WEPPA**").

14. Pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "**Sale**"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the

use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtors, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

15. (a) Notwithstanding anything in any federal or provincial law, the Receiver is not personally liable in that position for any environmental condition that arose or environmental damage that occurred:

- (i) before the Receiver's appointment; or
 - (ii) after the Receiver's appointment unless it is established that the condition arose or the damage occurred as a result of the Receiver's gross negligence or wilful misconduct.
- (b) Nothing in sub-paragraph (a) exempts a Receiver from any duty to report or make disclosure imposed by a law referred to in that sub-paragraph.
- (c) Notwithstanding anything in any federal or provincial law, but subject to sub-paragraph (a) hereof, where an order is made which has the effect of requiring the Receiver to remedy any environmental condition or environmental damage affecting the Property, the Receiver is not personally liable for failure to comply with the order, and is not personally liable for any costs that are or would be incurred by any person in carrying out the terms of the order,
- (i) if, within such time as is specified in the order, within 10 days after the order is made if no time is so specified, within 10 days after the appointment of the Receiver, if the order is in effect when the Receiver is appointed, or during the period of the stay referred to in clause (ii) below, the Receiver:
 - A. complies with the order, or

- B. on notice to the person who issued the order, abandons, disposes of or otherwise releases any interest in any real property affected by the condition or damage;
- (ii) during the period of a stay of the order granted, on application made within the time specified in the order referred to in clause (i) above, within 10 days after the order is made or within 10 days after the appointment of the Receiver, if the order is in effect when the Receiver is appointed, by,
 - A. the court or body having jurisdiction under the law pursuant to which the order was made to enable the Receiver to contest the order; or
 - B. the court having jurisdiction in bankruptcy for the purposes of assessing the economic viability of complying with the order; or
- (iii) if the Receiver had, before the order was made, abandoned or renounced or been divested of any interest in any real property affected by the condition or damage.

LIMITATION ON THE RECEIVER'S LIABILITY

16. Except for gross negligence or wilful misconduct, as a result of its appointment or carrying out the provisions of this Order the Receiver shall incur no liability or obligation that exceeds an amount for which it may obtain full indemnity from the Property. Nothing in this Order shall derogate from any limitation on liability or other protection afforded to the Receiver under any applicable law, including, without limitation, Section 14.06, 81.4(5) or 81.6(3) of the BIA.

RECEIVER'S ACCOUNTS

17. The Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements incurred prior to and after the date of this Order, in each case, incurred at their standard rates and charges. The Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "**Receiver's Charge**") on all of the Property, as security for such fees and disbursements, incurred both before and after the making of this Order in respect of these proceedings, and the Receiver's Charge shall form a first charge on all of the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or

otherwise, in favour of any Person but subject to section 14.06(7), 81.4(4), 81.6(2) and 88. of the BIA.

18. The Receiver and its legal counsel shall pass their accounts from time to time.

19. Prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including the legal fees and disbursements, incurred at the normal rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

20. The Receiver is at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$2,000,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures or as otherwise may be necessary. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "**Receiver's Borrowings Charge**") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges set out in sections 14.06(7), 81.4(4) and 81.6(2) and 88 of the BIA.

21. Neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.

22. The Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "A" hereto (the "**Receiver's Certificates**") for any amount borrowed by it pursuant to this Order.

23. The monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any

part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

ALLOCATION

24. The Receiver or any interested party may apply to this Court, on notice to any other party likely to be affected, for an order allocating the Receiver's Charge and Receiver's Borrowings Charge amongst the various assets comprising the Property, or seeking to extend and allocate either or both of the Receiver's Charge or the Receiver's Borrowings Charge, as may be necessary.

GENERAL

25. The Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

26. Notwithstanding Rule 6.11 of the Alberta *Rules of Court*, unless otherwise ordered by this Court, the Receiver will report to the Court from time to time, which reporting is not required to be in affidavit form and shall be considered by this Court as evidence. The Receiver's reports shall be filed by the Court Clerk notwithstanding the same not including an original signature.

27. Nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtors.

28. 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 and 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.

29. The Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

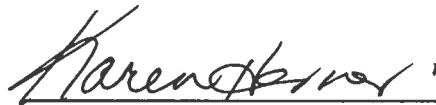
30. The Plaintiff shall have its costs of this application, up to and including entry and service of this Order, provided for by the terms of the Plaintiff's security or, if not so provided by the Plaintiff's security, then on a substantial indemnity basis to be paid by the Receiver from the Debtors' estates with such priority and at such time as this Court may determine.

31. Any interested party may apply to this Court to vary or amend this Order on not less than 7 days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

FILING

32. The Receiver shall establish and maintain a website in respect of these proceedings at <https://www.alvarezandmarsal.com/Manitok> and shall post there as soon as practicable:

- (a) all materials prescribed by statute or regulation to be made publically available; and
- (b) all applications, reports, affidavits, orders and other materials filed in these proceedings by or on behalf of the Receiver, or served upon it, except such materials as are confidential and the subject of a sealing order or pending application for a sealing order.



Justice of the Court of Queen's Bench of Alberta

**SCHEDULE "A" TO THE FORM OF RECEIVERSHIP ORDER
RECEIVER'S CERTIFICATE**

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that Alvarez & Marsal Canada Inc., the receiver and manager (the "**Receiver**") of all of the assets, undertakings and properties of Manitok Energy Inc. ("**Manitok**") and Raimount Energy Corp. ("**Raimount**", Raimount and Manitok are collectively referred to as, the "**Debtors**") as appointed by Order of the Court of Queen's Bench of Alberta and Court of Queen's Bench of Alberta in Bankruptcy and Insolvency (collectively, the "**Court**") dated the _____ day of _____, _____ (the "**Order**") made in action number _____, has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of \$_____, being part of the total principal sum of \$_____ which the Receiver is authorized to borrow under and pursuant to the Order.

2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily] [monthly not in advance on the _____ day of each month] after the date hereof at a notional rate per annum equal to the rate of _____ per cent above the prime commercial lending rate of _____ from time to time.

3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.

4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at _____.

5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property) as authorized by the Order and as authorized by any further or other order of the Court.

7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the _____ day of _____, 20__.

Alvarez & Marsal Canada Inc., solely in its capacity as Receiver of the Property (as defined in the Order), and not in its personal or corporate capacity

Per: _____

Name:

Title:

I hereby certify this to be a true copy of the
original Order
of which it purports to be a copy.

COURT FILE NUMBER	25-2332583 25-2332610 25-2332610	Clerk's Stamp 18 day of Jan, 2019 Registrar of Calgary Court of Queen's Bench of Alberta
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 Calvin Jim, sworn January 18, 2019, filed; **AND UPON REVIEWING** the Affidavits of Tom Zuorro, filed September 11, 2018 and January 14, 2019; **AND UPON REVIEWING** the Affidavit of Dale R. Percy, filed; **AND UPON HEARING** the submissions of counsel for the Receiver, National Bank of Canada, the Purchaser, the Alberta Energy Regulator ("**AER**"), Ember Resources Ltd. ("**Ember**"), PrairieSky Royalty Ltd. ("**PrairieSky**"), 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 AND DEFINED TERMS

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. Additionally, "**Ember Payable**" means those post-receivership amounts claimed by Ember in connection with the gas handling and gas operating agreements, as described in the Affidavit of Tom Zuorro filed in these proceedings on January 14, 2019.
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. Subject to paragraphs 5 to 9 of this Order, 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 **Parts 1, 2, and 3 and 4 of 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, except for the Permitted Encumbrances and subject to paragraphs 18 and 19 hereof.

5. Notwithstanding paragraph 4 above, to the extent that Ember is determined to have an interest in the Disputed Ember Assets, being for greater certainty the pipeline segments identified in **Schedule "E"** to this Order, such interest shall not be vested out by paragraph 4.

6. Provided that Ember amends and pursues the Ember Application (as defined in paragraph 7) and takes the steps in the Ember Application required in paragraph 7 below, then until a court of competent jurisdiction determines whether Ember has an interest in the Disputed Ember Assets (the period between the completion of the Transaction and such determination being the "**Determination Period**"), the Purchaser shall hold the Disputed Ember Assets in trust for itself and Ember, and shall not do any of the following:

- (a) sell, transfer, encumber or otherwise dispose of the Disputed Ember Assets;
- (b) restrict or terminate the gas flow through the Disputed Ember Assets;

- (c) increase flowing pressures through the Disputed Ember Assets;
- (d) change the flow direction of the Disputed Ember Assets;
- (e) change the gas destination of the Disputed Ember Assets;
- (f) effect physical modifications to the Disputed Ember Assets;
- (g) transfer licenses in respect of the Disputed Ember Assets to any third party;
- (h) discontinue or abandon the Disputed Ember Assets;
- (i) fail to maintain the Disputed Ember Assets; or
- (j) otherwise damage the Disputed Ember Assets,

provided that notwithstanding clauses (a) to (j) above, 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.

7. Ember shall amend and restate its application to this Court filed in these proceedings on September 11, 2018 (the "**Ember Application**") to add a claim for a declaration relative to the amounts owing in respect of the Ember Payable, which application shall be heard as soon as practicable. Ember, the Purchaser, the Receiver (on behalf of Manitoak), any other party wishing to respond to the Ember Application, or such other party as is necessary to resolve the questions in dispute (each of Ember, the Purchaser, and the Receiver on behalf of Manitoak and such other party being a "**Party**", and more than one Party being the "**Parties**") shall take the following steps by the dates set out below, subject to further Order of this Court or agreement of the Parties:

- (a) by no later than February 1, 2019, Ember shall serve and file the amended and restated Ember Application, together with any additional affidavit evidence it intends to rely upon in the Ember Application;
- (b) by no later than February 15, 2019, each Party other than Ember shall serve and file any (i) cross-application or response to the Ember Application, including any claim for set-off as referred to in paragraph 8 below, (ii) claim-over, cross-claim, or counterclaim as against a Party together with (iii) affidavit evidence or, in the case of the Receiver, a Receiver's Report they intend to rely upon;
- (c) by no later than March 1, 2019, each Party shall have completed all questioning of other Parties' affiants and, in the case of the Receiver, Ember shall have made written requests of the Receiver in relation to questions or clarifications it may have as it pertains to the Receiver's Report;

- (d) by no later than March 15, 2019, the Receiver shall have provided responses to any written requests made by Ember in relation to questions or clarifications pertaining to the Receiver's Report;
- (e) by no later than April 5, 2019, each of the Parties shall have filed and served filed any briefs that they intend to rely upon; and
- (f) by no later than April 18, 2019, each of the Parties shall have served and filed any responses to briefs by any other Party.

If any Party is added to the Ember Application, then the Parties will endeavor to reach an agreement relative to the aforementioned deadlines failing which any Party shall have leave to apply for direction from the Court.

If Ember fails to comply with the time line set out above, provided that the Purchaser has complied with such time periods, the Purchaser shall be at liberty to apply to this Court for an order amending this Order to delete paragraph 6 hereof or provide such other relief as this Court may deem appropriate.

8. Neither the Purchaser nor the Receiver shall settle any issue surrounding the Ember Payable and the Ember Receivable without the written consent of the other. Notwithstanding any provision in the Purchase and Sale Agreement, Manitok or the Receiver shall be entitled to assert the entitlement to set-off the Ember Receivable against the Ember Payable. The issue of the ability of the Receiver to set-off any amounts owing to Manitok by Ember on account of the Ember Receivable against any amounts owing to Ember on account of the Ember Payable shall be determined in the Ember Application. For greater certainty, Manitok or the Receiver shall be deemed for all purposes to be the beneficial holder of the Ember Receivable for the purpose of asserting set-off in connection with the Ember Payable.

9. Notwithstanding paragraph 4 above, the Disputed PrairieSky Assets, comprising the ten (10) leases as identified on **Schedule "F"** to this Order, shall not vest in the Purchaser until a final determination is made by this Court, or agreement is reached between the Purchaser and PrairieSky, as to whether the Disputed PrairieSky Assets expired pursuant to the lease terms or constitute valid and subsisting leases (the "**Lease Expiration Dispute**"). Until a final determination respecting the Lease Expiration Dispute is made by this Court or agreement reached by PrairieSky and the Purchaser, the Disputed PrairieSky Assets shall not form part of the definition of Purchased Assets pursuant to this Order. The Receiver may but shall not be required to participate in any proceedings respecting the Lease Expiration Dispute. Should this Court make a final determination, or PrairieSky and the Purchaser otherwise agree, that the Disputed PrairieSky Assets did not expire and are in fact valid and subsisting leases, upon the entry of the Court Order or a certificate from the Receiver being filed confirming that PrairieSky and the Purchaser have reached agreement respecting the Lease Expiration Dispute, the Disputed PrairieSky Assets shall vest in accordance with paragraph 4 of this Order and form part of the definition of Purchased Assets pursuant to this Order.

10. 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.

11. For the purposes of determining the nature and priority of Claims, and pending any further or other distribution Order of this Court.

(a) 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.

(b) Any party is at liberty to bring a further Application to this Court for an Order determining the priority and the quantum of any Claim, including, without limitation, a determination of the validity and enforceability of any registered or special lien, or the application of any rights of set-off by any party, and on a determination of the disputes relating to a Claim, for an Order to distribute a portion of the net proceeds from the sale of the Purchased Assets in full or partial satisfaction of such Claim.

12. Subject to any Application that may be made to reduce the amount held in trust by the Receiver as contemplated in paragraph 11 hereof, the amount to be so held shall include at least the following with respect to the following contingent or disputed claims:

- (a) \$119,093.08 in relation to builders' lien claims filed by Riverside Fuels Ltd. in relation to certain Purchased Assets;
- (b) \$462,685.40 in relation to builders' lien claims filed by Prentice Creek Contracting Ltd. in relation to certain Purchased Assets; and

- (c) \$3,385,891.04 in relation to unpaid property tax claims, which amount shall include
- (i) \$1,625,553.51 which was a holdback amount established by an order, pronounced on February 14, 2018, as amended by a further order pronounced on June 22, 2018; and
 - (ii) \$1,760,337.53 relating to municipal taxes owing by Manitok in relation to all of its properties.

and for further clarity, this Order is not intended to and does not create, enhance, defeat, alter or amend any party's entitlement to, or any priority of, the disputed or contingent claims set forth in this paragraph 12 or otherwise.

13. 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.

14. 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.

15. 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.

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

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

18. 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 the Encumbrances listed at **Parts 4 and 5 of Schedule "D"** hereof; 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, and the Encumbrances listed at **Parts 4 and 5 of Schedule "D"** hereof.

19. Notwithstanding paragraph 18 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,

and for greater certainty, the registrations in respect of the Encumbrances listed at **Parts 4 and 5 of Schedule "D"** hereto are not to be discharged by this Order.

20. In the case of an Encumbrance listed on **Part 5 of Schedule "D"** to this Order, any affected 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.

21. 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.

22. This Order shall be registered and the steps set out in paragraph 14 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.

23. 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.

24. 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.

25. 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 and implementing the Transaction.

MISCELLANEOUS MATTERS

26. 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.

27. 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.

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

29. 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.

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

Schedule “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\17

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:

Name:

Title:

Schedule “B”

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; and Land Charges registered with PPR by PrairieSky under Registration No. 15120408498 on December 4, 2015 and Registration No: 17062710488 on June 27, 2017.
- (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 Manitoak or Vendor to hold any portion of its interest in and to any of the Assets in trust for Third Parties;
- (xv) the right reserved to or vested in any municipality, Governmental Authority or other public authority to control or regulate any of the Assets in any manner, including any directives or notices received from any municipality, Governmental Authority or other public authority pertaining to the Assets;
- (xvi) undetermined or inchoate liens incurred or created as security in favour of any Person with respect to the development or operation of any of the Assets, as regards Vendor's or Manitoak's share of the costs

and expenses thereof which are not due or delinquent as of the date hereof or, if then due or delinquent are being contested in good faith by Vendor and Vendor holds reasonable reserves in respect thereof to make such payments to the extent required;

- (xvii) the reservations, limitations, provisos and conditions in any grants or transfers from the Crown of any of the Lands or interests therein, and statutory exceptions to title;
- (xviii) agreements and plans relating to pooling or unitization of any of the Petroleum and Natural Gas Rights;
- (xix) provisions for penalties and forfeitures under agreements as a consequence of non-participation in operations;
- (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”

SCHEDULE C OMITTED DUE TO LENGTH: 190 PAGES

Schedule “D”

SCHEDULE D OMITTED DUE TO LENGTH: 8 PAGES

Schedule “E”

Schedule "E" – the Disputed Ember Assets

The Vendor's Interest in Tangibles comprising pipeline segments bearing the following license numbers, which the Vendor knows or has reason to believe are the subject of an asserted claim by or right of Ember:

1. 13437-39, 19515-157 (now 58911-5);
2. 13437-6, 19515-77 (now 59076-1) and 19515-145 (now 59076-2);
3. 19515-116 (now 58911-3) and 48158-5 (now 58912-2);
4. 19515-115 (now 58911-2); 48158-1 (now 58912-1) and 37427-114; 58912-3 and 37427-99; and
5. 37427-70, 37427-164 and 37427-221,

together, in each case, with Miscellaneous Interests associated therewith.

Schedule “F”

Schedule "F" – the Disputed PrairieSky Assets

The Vendor's Interest in the Leases and associated Petroleum and Natural Gas Rights, Tangibles, Miscellaneous Interests and Title Documents pertaining to the following Lands:

1. T 22 R 25 W4M NE 15 (petroleum from top Manville to base Glauconite Zone);
2. T 22 R 25 W4M NW 15 (petroleum from top Mannville to base Glauconite Zone);
3. T 22 R 25 W4M NE 16 (petroleum from top Manville to base Glauconite Zone);
4. T 22 R 25 W4M NE 33 (petroleum in Glauconite Zone);
5. T 23 R 25 W4M NW 3 (petroleum in Glauconite Zone);
6. T 23 R 25 W4M NE 4; (petroleum in Glauconite Zone);
7. T 23 R 25 W4M NE 9 (petroleum in Ellerslie);
8. T 23 R 25 W4M NW 9 (petroleum in Ellerslie);
9. T 23 R 25 W4M SE 9 (petroleum in Ellerslie); and
10. T 23 R 25 W4M SW 9 (petroleum in Ellerslie).

I hereby certify this to be a true copy of the original order
of which it purports to be a copy.

Dated this 18 day of Jan 2019
for a Registrar at Calgary
Bankruptcy Division of the
Court of Queen's Bench of Alberta



COURT FILE NUMBER

25-2332583
25-2332610
25-2335351

COURT

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

JUDICIAL CENTRE

CALGARY

PROCEEDINGS

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

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

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

DOCUMENT

ORDER

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

Norton Rose Fulbright Canada LLP
400 3rd Avenue SW, Suite 3700
Calgary, Alberta T2P 4H2 CANADA

Attention: Howard A. Gorman, QC and D. Aaron Stephenson

Telephone: +1 403.267.8144

Facsimile: +1 403.264.5973

howard.gorman@nortonrosefulbright.com

aaron.stephenson@nortonrosefulbright.com

File No. 1001023920

DATE ON WHICH ORDER WAS PRONOUNCED: January 18, 2019

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

LOCATION OF HEARING:

Calgary, Alberta

UPON THE APPLICATION of Alvarez & Marsal Canada Inc. (the **Trustee**) solely in its capacity as the Trustee in bankruptcy of Corinthian Oil Corp. (**Corinthian**); **AND UPON** reviewing the order of Justice K. Horner pursuant to which the Trustee was appointed on February 20, 2018 (the **Order**); **AND UPON** reviewing the Second Report of the Trustee, dated January 2, 2019; **AND UPON** hearing from counsel for the Trustee and any other parties present:

IT IS HEREBY ORDERED AND DECLARED THAT:

1. The time for service of this Application and all supporting materials is hereby abridged, if necessary.

2. The Trustee is hereby authorized to make one or more interim distributions to National Bank of Canada in the amount of the net sale proceeds from the sale of certain assets of Corinthian to Tantalus Energy Corporation, less an amount to be determined by the Trustee, in its sole discretion, to be retained in order to cover future costs of administering the estate in these proceedings.
4. This Order must be served only on those interested parties that attended or were represented at the within Application, and service may be effected by facsimile, electronic mail, personal delivery or courier. Service of this Order on any party not attending this Application is hereby dispensed with.

"BEC Rancine"
J.C.Q.B.A.



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

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

JUDICIAL CENTRE CALGARY

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

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

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

DOCUMENT **AMENDING ORDER**

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
PARTY FILING THIS
DOCUMENT

Norton Rose Fulbright Canada LLP
400 3rd Avenue SW, Suite 3700
Calgary, Alberta T2P 4H2 CANADA

Attention: Howard A. Gorman, QC and D. Aaron Stephenson

Telephone: +1 403.267.8144

Facsimile: +1 403.264.5973

howard.gorman@nortonrosefulbright.com

aaron.stephenson@nortonrosefulbright.com

File No. 1001023920

DATE ON WHICH ORDER WAS PRONOUNCED: APRIL 12, 2019

NAME OF JUDGE WHO MADE THIS ORDER: HON. J.B.E.L. ROMAIVE

LOCATION OF HEARING: Calgary, Alberta

I hereby certify this to be a true copy of
the original order
dated this 12 day of April 2019
for Clerk of the Court

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 Manito Energy Inc. (the "**Debtor**") for an order to amend an Approval and Vesting Order, pronounced in this proceeding on January 18, 2019 (the "**Original SAVO**") relating to a sale of certain of the Debtor's assets by the Receiver to Tantalus Energy Corp. (now, by way of amalgamation, Persist Oil and Gas Inc. ("**Purchaser**")) (such amending order being the "**SAVO Amending Order**"); AND UPON REVIEWING the Eighth Report of the Receiver, dated April 4, 2019 and the Second Amending Agreement appended thereto, which is itself dated March 29, 2019 ("**Second Amending Agreement**");


AND UPON HAVING READ the order appointing the Receiver, pronounced on February 20, 2018, the Application of the Receiver, filed, and other materials filed in this proceeding; AND UPON HAVING READ the Affidavit of Service of Melanie Westman, sworn on April 11, 2019; AND UPON HEARING the submissions of counsel for the Receiver, counsel for the Purchaser, and counsel for such other interested parties as attended at the hearing; AND UPON NOTING no objections from others who were served;

IT IS HEREBY ORDERED THAT:

1. Service of this Application and supporting materials is hereby declared to be good and sufficient, 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.
2. All references to "Transaction" in the Original SAVO are hereby amended to mean the sale transaction contemplated by a purchase and sale agreement dated November 23, 2018, as amended by agreement dated December 14, 2018 and by the Second Amending Agreement. All references to "Purchase and Sale Agreement" in the Original SAVO are hereby amended to mean the purchase and sale agreement dated November 23, 2018, as amended by agreement dated December 14, 2018 and by the Second Amending Agreement.
3. For clarity, the Original SAVO, as amended by this SAVO Amending Order, shall hereby approve the Transaction, as most recently amended by the Second Amending Agreement.
4. Schedule C of the Original SAVO is hereby amended to reflect the following additions and deletions:
 - (a) The first page of Schedule C to the Original SAVO, which was deleted from the Original SAVO in error, is attached as Appendix 1 to this SAVO Amending Order and is hereby added to Schedule C of the Original SAVO;
 - (b) Deleted Stolberg Lands and Leases – The assets listed on the Mineral Property Report attached at Appendix 2 of this SAVO Amending Order are hereby added to Schedule C of the Original SAVO;
 - (c) Nisku Lands and Leases – The assets listed on the Mineral Property Report attached at Appendix 3 of this SAVO Amending Order are hereby deleted from Schedule C of the Original SAVO;
 - (d) Nisku Wells – The assets listed at Appendix 4 of this SAVO Amending Order are hereby deleted from Schedule C of the Original SAVO; and

(e) Additional Assets – The assets listed at Appendix 5 of this SAVO Amending Order are hereby added to Schedule C of the Original SAVO.

5. The assets (being Mannville Wells and Mannville Lands and Leases) listed on the well list and Mineral Property Report attached at Appendix 6 of this SAVO Amending Order, although forming part of the Purchase and Sale Agreement and notwithstanding any provision in the Original SAVO to the contrary, shall not vest or be taken by the Purchaser free and clear of all or any security or other interests, and shall instead be taken by the Purchaser on an “as is, where is” basis and subject to all and any claims that may be made against them.



J.C.Q.B.A.

Appendix 1

First page of Schedule C to the Original SAVO

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".

Appendix 2

Mineral Property Report for the Deleted Stolberg Lands and Leases

See the attached.

MANITOK ENERGY, INC.**Mineral Property Report****Cordel/Stolberg (Deleted in Error) Additions**

Generated by Cynthia Joly on March 29, 2019 at 9:59:17 am.

Selection

Admin Company:
 Category:
 Country:
 Province:
 Division:
 Area(s): CORDEL/STOLBERG
 Active / Inactive: Active
 Status Types:
 Lease Types:
 Acreage Status:
 Expiry Period:
 Acreage Category:

Print Options

Acres / Hectares:	Hectares
Working Interest DOI:	Yes
Other DOI:	Rental
Related Contracts:	Yes Related Units: No
Royalty Information:	No
Well Information:	No
Remarks:	No
Acreage:	Producing / Non Producing
	Developed / Undeveloped
	Proven / Unproven

Sort Options

Division: Yes



CS LAND Version: 11.1.4

MANITOK ENERGY, INC.**Mineral Property Report****Cordel/Stolberg (Deleted in Error) Additions**

Generated by Cynthia Joly on March 29, 2019 at 9:59:17 am.

Sort Options

Category:	Yes
Province:	Yes
Area:	Yes
Location:	Yes

Report Date: Mar 29, 2019

Page Number: 2

REPORTED IN HECTARES

MANITOK ENERGY. INC. Mineral Property Report

Division: FOOTHILLS - AB

Category: MINERAL

Province: ALBERTA

Area : CORDEL/STOLBERG

Cordel/Stolberg (Deleted in Error) Additions

File Number	Lse Type	Lessor Type		Exposure	Oper.Cont.	ROFR	DOI Code		
File Status	Int Type / Lse No/Name			Gross					
Mineral Int	Operator / Payor			Net	Doi Partner(s)	*	*		Lease Description / Rights Held
(cont'd)									
M00565									
Sub: A		Prov:		0.000	0.000	NProv:	0.000	0.000	C00210 A ROYALTY Jun 30, 1961 C00211 B P&S May 04, 2016 (I) C01154 A CONVEYANCEMay 19, 2017 (I) C01155 C ROYALTY May 19, 2017
M00565	PNG	CR	Eff: Jan 25, 1960	128.000	C00197 A Yes		WI		TWP 41 RGE 14 W5M W 22
Sub: C	WI		Exp: Jan 24, 1981	128.000	MANITOK		47.62905400		ALL PNG FROM TOP SURFACE TO
ACTIVE	119151		Ext: 15	60.965	CNRL		18.05511600		BASE MANNVILLE
	MANITOK				CANLIN		8.65474700		
100.00000000	HUSKY				GAS SUPPLY		11.00000000		
					TAQA NORT		14.66108300		
					Total Rental:	448.00			
		Status		Hectares	Net		Hectares	Net	Related Contracts
		UNDEVELOPED	Prod:	0.000	0.000	NProd:	0.000	0.000	C00197 A AGREEMENT Sep 28, 1973
			Dev:	0.000	0.000	Undev:	128.000	60.965	C00203 B P&S Jan 19, 2016 (I)
			Prov:	0.000	0.000	NProv:	0.000	0.000	C00203-TR A TRUST Mar 01, 2016
									C00208 C FOROY Oct 18, 1973
									C00210 G ROYALTY Jun 30, 1961
									C00211 B P&S May 04, 2016 (I)
M00565	PNG	CR	Eff: Jan 25, 1960	0.000	C00197 A Yes		WI		TWP 41 RGE 14 W5M W 22
Sub: E	WI		Exp: Jan 24, 1981	0.000	MANITOK		47.62905400		ALL PNG FROM TOP SURFACE TO
ACTIVE	119151		Ext: 15	0.000	CNRL		18.05511600		BASE CARDIUM
	MANITOK				CANLIN		8.65474700		
100.00000000	HUSKY				GAS SUPPLY		11.00000000		
					TAQA NORT		14.66108300		
					Total Rental:	0.00			
									Related Contracts
									C00208 J FOROY Oct 18, 1973
									C00210 I ROYALTY Jun 30, 1961
									C00197 A AGREEMENT Sep 28, 1973

MANITOK ENERGY. INC.
Mineral Property Report

Division: Foothills - AB
Category: Mineral
Province: Alberta
Area : Corde/STOLBERG

****REPORTED IN HECTARES****

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code
File Status	Int Type / Lse No/Name		Gross			
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	Lease Description / Rights Held

(cont'd)

[illegible][illegible]

M00097	PNG	CR	Eff: Oct 31, 1960	0.000	C00096	H	Yes		WI	TWP 42 RGE 15 W5M NE 3
Sub: G	WI - TRUST		Exp: Oct 30, 1981	0.000	MANITOK				45.000000000	(EXCL. 100/11-10-042-15W5 &
ACTIVE	121928		Ext: 15	0.000	IKKUMA				55.000000000	100/12-10-042-15W5 WELLBORES)
	MANITOK									ALL PNG FROM TOP SURFACE TO
100.000000000	HUSKY						Total Rental:	0.00		BASE MANNVILLE
										Related Contracts
Status										Net
				Hectares	Net	Hectares				
UNDEVELOPED				Prod:	0.000	NPProd:		C00096 H JOA Aug 24, 1959		
				Dev:	0.000	Undev:		C00210 H ROYALTY Jun 30, 1961		
				Prov:	0.000	NPProv:		C00203-TR A TRUST Mar 01, 2016		
								C01155 D ROYALTY May 19, 2017		

Report Date: Mar 29, 2019
Page Number: 4

MANITOK ENERGY, INC.
Mineral Property Report

Division: Foothills - AB
Category: Mineral
Province: Alberta
Area : Corde/STOLBERG

****REPORTED IN HECTARES****

Cordel/Stolberg (Deleted in Error) Additions

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code
File Status	Int Type / Lse No/Name		Gross			
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	Lease Description / Rights Held

(cont'd)

M00097	G
MM00097	PNG CR
Sub: F	WI - TRUST
ACTIVE	121928
	MANITOK
100.00000000	HUSKY
	Eff: Oct 31, 1960
	Exp: Oct 30, 1981
	Ext: 15
	F Yes
	C00096
	MANITOK
	CANLIN
	IKKUMA
	Total Rental: 3136.00
	RENTAL TWP 42 RGE 15 WSM SEC 9, SEC
	50.000000000 10, SW 15, S 16, S 17
	(EXCL. 100/11-10-042-15W5 &
	100/12-10-042-15W5 WELLBORES)
	ALL PNG FROM TOP SURFACE TO
	BASE MANNVILLE
	50.000000000
	Net
	Hectares
	Status
	UNDEVELOPED
	Prod:
	Dev:
	Prov:
	Related Contracts
	C00096 G JOA Aug 24, 1959
	C00203 B P&S Jan 19, 2016 (I)
	C00203-TR A TRUST Mar 01, 2016
	C00210 B ROYALTY Jun 30, 1961
	C01154 A CONVEYANCE May 19, 2017 (I)
	C01155 D ROYALTY May 19, 2017
	C00096 F JOA Aug 24, 1959

[illegible]

Report Date: Mar 29, 2019
Page Number: 5

MANITOK ENERGY, INC.
Mineral Property Report

REPORTED IN HECTARES

Cordel/Stolberg (Deleted in Error) Additions

Division: FOOTHILLS - AB
Category: MINERAL
Province: ALBERTA
Area : CORDEL/STOLBERG

File Number	Lse Type	Lessor Type	Exposure	Oper. Cont.	ROFR	DOI Code
File Status	Int Type / Lse No/Name		Gross			
Mineral Int	Operator / Payor	Net	Doi Partner(s)	*	*	Lease Description / Rights Held

(cont'd)

M00065	A					
						C00177 A ROYALTY Jun 11, 2015
						C00181 A P&S Jun 11, 2015 (I)
						C01154 A CONVEYANCE May 19, 2017 (I)
						C01155 E ROYALTY May 19, 2017
						FS00010 GAS HANDLE Aug 02, 2011 (I)
						FS00012 GAS PROC Aug 01, 2011 (I)
						FS00014 GAS HANDLE Dec 01, 2011 (I)
						FS00021 CON WFO Aug 01, 2011 (I)
						SA00003 GAS HANDLE Aug 01, 2011
						SA00008 GAS HANDLE Aug 01, 2011 (I)
						SA00010 GAS HANDLE Dec 01, 2011
						SA00013 TIE IN Jul 14, 2011

M00065	PNG	CR	Eff: Aug 19, 2010	64.000	C00031 B No	WI
Sub: C	WI		Exp: Aug 18, 2015	64.000	MANITOK	82.000000000
ACTIVE	0610080562		Ext: 15	52.480	PETRUS	18.000000000

100.000000000 MANITOK Total Rental: 224.00

Related Contracts

C00020 A	P&S	Apr 30, 2015 (I)
C00031 B	POOLFO	Feb 08, 2011
C00168 A	P&S	Oct 31, 2014 (I)
C00169 A	FARMOUT	Apr 25, 2014
C00171 H	ROYALTY	Apr 30, 2015
C00177 A	ROYALTY	Jun 11, 2015
C00181 A	P&S	Jun 11, 2015 (I)
SA00078	GAS HANDLE	Jan 01, 2016

M00097	PNG	CR	Eff: Oct 31, 1960	128.000	C00031 A No	WI
Sub: A	WI		Exp: Oct 30, 1981	128.000	MANITOK	100.000000000
ACTIVE	121928		Ext: 15	128.000		

TWP 42 RGE 15 W5M W 11
ALL PNG FROM BASE CARDIUM TO
TOP NORDEGG

Report Date: Mar 29, 2019

Page Number: 6

REPORTED IN HECTARES

**MANITOK ENERGY. INC.
Mineral Property Report**

Division: FOOTHILLS - AB

Category: MINERAL

Province: ALBERTA

Area : CORDEL/STOLBERG

Cordel/Stolberg (Deleted in Error) Additions

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held

(cont'd)

M00097

Sub: A MANITOK

Total Rental: 448.00

EXCL PNG IN UPPER_MANNVILLE

100.00000000 HUSKY

Status	Prod:	Hectares	Net	NProd:	Hectares	Net
DEVELOPED	Dev:	128.000	128.000	Undev:	0.000	0.000
	Prov:	0.000	0.000	NProv:	0.000	0.000

Related Contracts		
C00020 A	P&S	Apr 30, 2015 (I)
C00026 I	JOA	Nov 15, 2010 (I)
C00031 A	POOLFO	Feb 08, 2011
C00031 C	POOLFO	Feb 08, 2011
C00168 A	P&S	Oct 31, 2014 (I)
C00171 F	ROYALTY	Apr 30, 2015
C00177 A	ROYALTY	Jun 11, 2015
C00181 A	P&S	Jun 11, 2015 (I)
FS00010	GAS HANDLE	Aug 02, 2011 (I)
FS00012	GAS PROC	Aug 01, 2011 (I)
FS00014	GAS HANDLE	Dec 01, 2011 (I)
FS00017 A	FAC	Jul 14, 2011 (I)
FS00021	CON WFO	Aug 01, 2011 (I)
SA00003	GAS HANDLE	Aug 01, 2011
SA00008	GAS HANDLE	Aug 01, 2011 (I)
SA00010	GAS HANDLE	Dec 01, 2011
SA00013	TIE IN	Jul 14, 2011

M00097 PNG CR Eff: Oct 31, 1960 0.000 C00031 B No WI
 Sub: B WI Exp: Oct 30, 1981 0.000 MANITOK 82.00000000
 ACTIVE 121928 Ext: 15 0.000 PETRUS 18.00000000

TWP 42 RGE 15 W5M W 11
 ALL PNG IN UPPER_MANNVILLE

100.00000000 HUSKY Count Acreage = No Total Rental: 0.00

Status	Prod:	Hectares	Net	NProd:	Hectares	Net
		0.000	0.000		0.000	0.000

Related Contracts		
C00020 A	P&S	Apr 30, 2015 (I)
C00031 B	POOLFO	Feb 08, 2011
C00168 A	P&S	Oct 31, 2014 (I)
C00169 A	FARMOUT	Apr 25, 2014

Report Date: Mar 29, 2019
Page Number: 7

MANITOK ENERGY, INC.
Mineral Property Report

REPORTED IN HECTARES

Division: FOOTHILLS - AB
Category: MINERAL
Province: ALBERTA
Area : CORDEL/STOLBERG

Cordel/Stolberg (Deleted in Error) Additions

File Number	Lse Type	Lessor Type	Exposure	Oper. Cont.	ROFR	DOI Code			Lease Description / Rights Held
File Status	Int Type / Lse No/Name	Operator / Payor	Gross	Net	Doi Partner(s)	*	*	*	
(cont'd)									
M00097									
Sub: B									
			Dev:	0.000	Undev:	0.000	0.000	0.000	C00171 H ROYALTY Apr 30, 2015
			Prov:	0.000	NProv:	0.000	0.000	0.000	C00177 A ROYALTY Jun 11, 2015
									C00181 A P&S Jun 11, 2015(I)
									SA00078 GAS HANDLE Jan 01, 2016
M00097	PNG	CR	Eff: Oct 31, 1960	0.000	C00082 A No	WI			TWP 42 RGE 15 W5M W 11
Sub: C	RI		Exp: Oct 30, 1981	0.000	CANLIN	65.000000000			ALL NG IN CARDIUM
ACTIVE	121928		Ext: 15	0.000	BRIKO	35.000000000			(EXCLUDING THE
	CANLIN								102-6-11-42-15-W5/00 WELLBORE)
100.000000000	HUSKY		Count Acreage = No	Total Rental: 0.00					
			Status	Hectares	Net	Hectares	Net	Related Contracts	
			Prod:	0.000	0.000	0.000	0.000	C00033 A P&S	Sep 20, 2011 (I)
			Dev:	0.000	0.000	0.000	0.000	C00082 A POOLFO	Mar 01, 1999
			Prov:	0.000	0.000	0.000	0.000		
M00097	PNG	CR	Eff: Oct 31, 1960	0.000	C00082 B No	WI			TWP 42 RGE 15 W5M W 11
Sub: CA	RI		Exp: Oct 30, 1981	0.000	CANLIN	65.000000000			(THE 102-6-11-42-15-W5/00
ACTIVE	121928		Ext: 15	0.000	IKKUMA	35.000000000			WELLBORE ONLY)
	CANLIN								
100.000000000	HUSKY		Count Acreage = No	Total Rental: 0.00					
			Status	Hectares	Net	Hectares	Net	Related Contracts	
			Prod:	0.000	0.000	0.000	0.000	C00082 B POOLFO	Mar 01, 1999
			Dev:	0.000	0.000	0.000	0.000		
			Prov:	0.000	0.000	0.000	0.000		

MANITOK ENERGY, INC.
Mineral Property Report

Division: Foothills - AB
Category: Mineral
Province: Alberta
Area : CordeL/Stolberg

REPORTED IN HECTARES

[illegible]

Report Date: Mar 29, 2019
Page Number: 9

REPORTED IN HECTARES

MANITOK ENERGY, INC.
Mineral Property Report

Division: FOOTHILLS - AB
Category: MINERAL
Province: ALBERTA
Area : CORDEL/STOLBERG

Cordell/Stolberg (Deleted in Error) Additions

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	Lease Description / Rights Held			
File Status	Int Type / Lse No/Name		Gross							
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*				
Area Total:	Total Gross:	3,648.000	Total Net:	1,832.911						
	Prod Gross:	0.000	Prod Net:	0.000		NProd Gross:	0.000	NProd Net:	0.000	
	Dev Gross:	448.000	Dev Net:	302.080		Undev Gross :	3,200.000	Undev Net :	1,530.831	
	Prov Gross:	0.000	Prov Net:	0.000		NProv Gross:	0.000	NProv Net:	0.000	
Province Total:	Total Gross:	3,648.000	Total Net:	1,832.911						
	Prod Gross:	0.000	Prod Net:	0.000		NProd Gross:	0.000	NProd Net:	0.000	
	Dev Gross:	448.000	Dev Net:	302.080		Undev Gross :	3,200.000	Undev Net :	1,530.831	
	Prov Gross:	0.000	Prov Net:	0.000		NProv Gross:	0.000	NProv Net:	0.000	
Category Total:	Total Gross:	3,648.000	Total Net:	1,832.911						
	Prod Gross:	0.000	Prod Net:	0.000		NProd Gross:	0.000	NProd Net:	0.000	
	Dev Gross:	448.000	Dev Net:	302.080		Undev Gross :	3,200.000	Undev Net :	1,530.831	
	Prov Gross:	0.000	Prov Net:	0.000		NProv Gross:	0.000	NProv Net:	0.000	
Division Total:	Total Gross:	3,648.000	Total Net:	1,832.911						
	Prod Gross:	0.000	Prod Net:	0.000		NProd Gross:	0.000	NProd Net:	0.000	
	Dev Gross:	448.000	Dev Net:	302.080		Undev Gross :	3,200.000	Undev Net :	1,530.831	
	Prov Gross:	0.000	Prov Net:	0.000		NProv Gross:	0.000	NProv Net:	0.000	
Report Total:	Total Gross:	3,648.000	Total Net:	1,832.911						
	Prod Gross:	0.000	Prod Net:	0.000		NProd Gross:	0.000	NProd Net:	0.000	
	Dev Gross:	448.000	Dev Net:	302.080		Undev Gross :	3,200.000	Undev Net :	1,530.831	
	Prov Gross:	0.000	Prov Net:	0.000		NProv Gross:	0.000	NProv Net:	0.000	

** End of Report **

Appendix 3

Mineral Property Report for the Nisku Lands and Leases

See the attached.

MANITOK ENERGY, INC.

Mineral Property Report

Wayne - Nisku Deletions

Generated by Cynthia Joly on March 29, 2019 at 2:34:30 pm.

Selection

Admin Company:
Category:
Country:
Province:
Division:
Area(s):
Active / Inactive:
Status Types:
Lease Types:
Acreage Status:
Expiry Period:
Acreage Category:

WAYNE
Active

Print Options

Acres / Hectares:
Working Interest DOI:
Other DOI:
Related Contracts:
Royalty Information:
Well Information:
Remarks:
Acreage:

Hectares
Yes
Rental
Yes
No
No
No
Producing / Non Producing
Developed / Undeveloped
Proven / Unproven

Related Units: No

Sort Options

Division: Yes



MANITOK ENERGY, INC.
Mineral Property Report
Wayne - Nisku Deletions

Generated by Cynthia Joly on March 29, 2019 at 2:34:30 pm.

Sort Options

Category:	Yes
Province:	Yes
Area:	Yes
Location:	Yes



Report Date: Mar 29, 2019

Page Number: 1

REPORTED IN HECTARES

MANITOK ENERGY, INC.
Mineral Property Report

Division: PLAINS - AB

Category: MINERAL

Province: ALBERTA

Area : WAYNE

Wayne - Nisku Deletions

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held
M00411	PNG CR	Eff: Mar 25, 1994	0.000			WI	(103/02-12-028-21-W4/00 WELL ONLY)
Sub: B	WI - TRUST	Exp: Mar 24, 1999	0.000	MANITOK		100.00000000	(PRODUCTION GOVERNED BY PAUA NO. 1)
ACTIVE	0494030291	Ext: 18	0.000				
	MANITOK	Ext: Aug 03, 2018		Total Rental:	0.00		C00177 C
100.00000000	LYNX						
Status							
		Prod:	Hectares	Net	NProd:	Hectares	Net
			0.000	0.000		0.000	0.000
		Dev:	0.000	0.000	Undev:	0.000	0.000
			0.000	0.000		0.000	0.000
		Prov:	0.000	0.000	NProv:	0.000	0.000
M00378	PET FH	Eff: May 27, 2014	129.500			WI	TWP 27 RGE 21 W4M NW 28, SE 28
Sub: A	WI	Exp: May 26, 2017	129.500	MANITOK		100.00000000	ALL PETROLEUM IN ELLERSLIE
ACTIVE	PRAIRIESKY	Ext: HBP	129.500				
	MANITOK			Total Rental:	647.50		
100.00000000	MANITOK						
Status							
		Prod:	Hectares	Net	NProd:	Hectares	Net
			0.000	0.000		0.000	0.000
	UNDEVELOPED	Dev:	0.000	0.000	Undev:	129.500	129.500
			0.000	0.000		0.000	0.000
		Prov:	0.000	0.000	NProv:	0.000	0.000
Related Contracts							
	C00010 Y	P&S					Jun 05, 2015 (I)
	C00177 C	ROYALTY					Jun 11, 2015
	C00180 D	ROYALTY					Jun 11, 2015
	C00181 C	P&S					Jun 11, 2015 (I)
	C00182 A	P&S					Jun 11, 2015 (I)
	C00198 G	FO&OPT					May 17, 2016 (I)
M00411	PNG CR	Eff: Mar 25, 1994	1.720			WI	RENTAL TWP 28 RGE 20 W4M PTN NW 6
Sub: A	WI - TRUST	Exp: Mar 24, 1999	1.720	MANITOK	*	100.00000000	(PTN. DESIGNATED AS ROBINSON LAKE)
ACTIVE	0494030291	Ext: 18	1.720	LYNX			ALL PETROLEUM TO BASE NISKU
	MANITOK	Ext: Aug 03, 2018					
100.00000000	LYNX			Total Rental:	50.00		
Status							
		Prod:	Hectares	Net	NProd:	Hectares	Net
			0.000	0.000		0.000	0.000
	UNDEVELOPED	Dev:	0.000	0.000	Undev:	1.720	1.720
			0.000	0.000			
Related Contracts							
	C00010 AK	P&S					Jun 05, 2015 (I)
	C00177 C	ROYALTY					Jun 11, 2015

Report Date: Mar 29, 2019
Page Number: 2

REPORTED IN HECTARES

MANITOK ENERGY, INC. Mineral Property Report

Division: PLAINS - AB
Category: MINERAL
Province: ALBERTA
Area : WAYNE

Wayne - Nisku Deletions

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held
(cont'd)							
M00411							
Sub: A			Prov:	0.000	NProv:	0.000	0.000
M00413	PNG	CR	23.620			WI	RENTAL TWP 28 RGE 20 W4M PTN SE 7, PTN
Sub: D	WI - TRUST		23.620	MANITOK	*	100.000000000	LSD 3, PTN LSD 4 SEC 7
ACTIVE	0494030292		23.620	LYNX			(PTN. DESIGNATED AS ROBINSON LAKE)
100.000000000	MANITOK			Total Rental:	82.67		ALL PETROLEUM FROM BASE
	LYNX						BELLY_RIVER TO BASE NISKU
		Status	Hectares	Net		Hectares	Net
		DEVELOPED	0.000	0.000	NProd:	0.000	0.000
			23.620	23.620	Undev:	0.000	0.000
			0.000	0.000	NProv:	0.000	0.000
							C00010 AK P&S Jun 05, 2015 (I
							C00177 C ROYALTY Jun 11, 2015
							C00180 C ROYALTY Jun 11, 2015
							C00182 A P&S Jun 11, 2015 (I
M00413	PNG	CR	17.380			WI	RENTAL TWP 28 RGE 20 W4M PTN LSD 5,
Sub: A	WI - TRUST		17.380	MANITOK	*	100.000000000	PTN LSD 6 SEC 7
ACTIVE	0494030292		17.380	LYNX			(PTN. DESIGNATED AS ROBINSON LAKE)
100.000000000	MANITOK			Total Rental:	60.83		ALL PETROLEUM FROM BASE
	LYNX						BELLY_RIVER TO BASE NISKU
		Status	Hectares	Net		Hectares	Net
		DEVELOPED	0.000	0.000	NProd:	0.000	0.000
			17.380	17.380	Undev:	0.000	0.000
			0.000	0.000	NProv:	0.000	0.000
							C00010 AK P&S Jun 05, 2015 (I
							C00177 C ROYALTY Jun 11, 2015
							C00180 C ROYALTY Jun 11, 2015
							C00182 A P&S Jun 11, 2015 (I

Report Date: Mar 29, 2019
Page Number: 3

REPORTED IN HECTARES

MANITOK ENERGY, INC. Mineral Property Report

Division: PLAINS - AB
Category: MINERAL
Province: ALBERTA
Area : WAYNE

Wayne - Nisku Deletions

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	Lease Description / Rights Held
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	
M00414	PET	FH	16.190	C00186	A No	WI	TWP 28 RGE 20 W4M LSD 11 SEC 7
Sub: A	WI		16.190	MANITOK		40.000000000	ALL PETROLEUM IN NISKU
ACTIVE	PRAIRIESKY	Exp: Sep 27, 2009	6.476	SANLING		60.000000000	
	MANITOK	Ext: HBP					
100.000000000	MANITOK				Total Rental: 80.94		
							Related Contracts
							C00010 I P&S Jun 05, 2015 (I)
							C00177 C ROYALTY Jun 11, 2015
							C00180 E ROYALTY Jun 11, 2015
							C00182 A P&S Jun 11, 2015 (I)
							C00186 A FARMOUT May 17, 2007
							SA00045 WEF Sep 01, 2007
							SA00046 CON WFO Nov 01, 2007
M00447	PET	FH	32.375			WI	TWP 28 RGE 20 W4M LSDS 12, 13,
Sub: A	WI	Eff: May 27, 2014	32.375	MANITOK		100.000000000	SEC 7
ACTIVE	PRAIRIESKY	Exp: May 26, 2017	32.375				ALL PETROLEUM IN NISKU
	MANITOK	Ext: HBP					
100.000000000	MANITOK				Total Rental: 161.88		
							Related Contracts
							C00010 AK P&S Jun 05, 2015 (I)
							C00177 C ROYALTY Jun 11, 2015
							C00180 E ROYALTY Jun 11, 2015
							C00181 C P&S Jun 11, 2015 (I)
							C00182 A P&S Jun 11, 2015 (I)
							SA00045 WEF Sep 01, 2007
							SA00046 CON WFO Nov 01, 2007
M00416	PNG	CR	64.000			WI	TWP 28 RGE 21 W4M SE 12
Sub: A	WI - TRUST	Eff: Mar 25, 1994	64.000	MANITOK		100.000000000	(SURFACE RESTRICTIONS APPLY
ACTIVE	0494030293	Exp: Mar 24, 1999	64.000	LYNX		50.000000000	SEE LEASE FILE)
	MANITOK	Ext: 15				50.000000000	PETROLEUM FROM BASE MANNVILLE
100.000000000	LYNX				Total Rental: 224.00		TO BASE NISKU

Report Date: Mar 29, 2019
Page Number: 4

REPORTED IN HECTARES

MANITOK ENERGY, INC. Mineral Property Report

Division: PLAINS - AB
Category: MINERAL
Province: ALBERTA
Area : WAYNE

Wayne - Nisku Deletions

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code		
File Status	Int Type / Lse No/Name		Gross					
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held	
(cont'd)								
M00416								
Sub: A	Status		Hectares	Net		Hectares	Net	Related Contracts
	DEVELOPED	Prod:	0.000	0.000	NProd:	0.000	0.000	C00010 AK P&S Jun 05, 2015 (I)
		Dev:	64.000	64.000	Undev:	0.000	0.000	C00177 C ROYALTY Jun 11, 2015
		Prov:	0.000	0.000	NProv:	0.000	0.000	C00181 C P&S Jun 11, 2015 (I)
M00451	PET FH	Eff: May 27, 2014	48.560			WI		TWP 28 RGE 21 W4M LSDS 9, 10 &
Sub: A	WI	Exp: May 26, 2017	48.560	MANITOK		100.000000000		15 OF SEC 12
ACTIVE	PRAIRIESKY	Ext: HBP	48.560					ALL PETROLEUM IN NISKU
100.000000000	MANITOK			Total Rental: 242.80				
	Status		Hectares	Net		Hectares	Net	Related Contracts
	DEVELOPED	Prod:	0.000	0.000	NProd:	0.000	0.000	C00010 AO P&S Jun 05, 2015 (I)
		Dev:	48.560	48.560	Undev:	0.000	0.000	C00177 C ROYALTY Jun 11, 2015
		Prov:	0.000	0.000	NProv:	0.000	0.000	C00180 E ROYALTY Jun 11, 2015
								C00181 C P&S Jun 11, 2015 (I)
								C00182 A P&S Jun 11, 2015 (I)
M00452	PET FH	Eff: May 27, 2014	80.950			WI		TWP 28 RGE 21 W4M LSDS 3, 5, 6,
Sub: A	WI	Exp: May 26, 2017	80.950	MANITOK		100.000000000		7 & 10 SEC 13
ACTIVE	PRAIRIESKY	Ext: HBP	80.950					ALL PETROLEUM FROM TOP NISKU
100.000000000	MANITOK			Total Rental: 404.75				TO BASE NISKU
	Status		Hectares	Net		Hectares	Net	Related Contracts
	DEVELOPED	Prod:	0.000	0.000	NProd:	0.000	0.000	C00010 AO P&S Jun 05, 2015 (I)
		Dev:	80.950	80.950	Undev:	0.000	0.000	C00177 C ROYALTY Jun 11, 2015
		Prov:	0.000	0.000	NProv:	0.000	0.000	C00180 E ROYALTY Jun 11, 2015
								C00181 C P&S Jun 11, 2015 (I)
								C00182 A P&S Jun 11, 2015 (I)

Report Date: Mar 29, 2019
Page Number: 5

--REPORTED IN HECTARES--

MANITOK ENERGY, INC. Mineral Property Report

Division: PLAINS - AB
Category: MINERAL
Province: ALBERTA
Area : WAYNE

Wayne - Nisku Deletions

File Number	Lse Type	Lessor Type	Exposure	Oper. Cont.	ROFR	DOI Code	Lease Description / Rights Held
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	
M00378	PET	FH	64.750			WI	TWP 28 RGE 21 W4M NE 33
Sub: B	WI	Exp: May 26, 2017	64.750	MANITOK		100.000000000	ALL PETROLEUM IN NISKU
ACTIVE	PRAIRIESKY	Ext: HBP	64.750				
	MANITOK						
100.000000000	MANITOK				323.75		
				Total Rental:			
							Related Contracts
							C00010 I P&S Jun 05, 2015 (I)
							C00177 C ROYALTY Jun 11, 2015
							C00180 E ROYALTY Jun 11, 2015
							C00181 C P&S Jun 11, 2015 (I)
							C00182 A P&S Jun 11, 2015 (I)
							C00191 A AGREEMENT Jan 27, 2015
M00456	PET	FH	32.375			WI	TWP 28 RGE 21 W4M LSDS 11, 12
Sub: A	WI	Exp: May 26, 2017	32.375	MANITOK		100.000000000	SEC 34
ACTIVE	PRAIRIESKY	Ext: HBP	32.375				ALL PETROLEUM IN NISKU
	MANITOK						
100.000000000	MANITOK				161.88		
				Total Rental:			
							Related Contracts
							C00010 AO P&S Jun 05, 2015 (I)
							C00180 E ROYALTY Jun 11, 2015
M00418	PNG	CR	256.000			WI	TWP 29 RGE 21 W4M SEC 9
Sub: A	WI - TRUST	Exp: Aug 26, 1998	256.000	MANITOK		50.000000000	ALL PETROLEUM TO BASE NISKU
ACTIVE	0493080323	Ext: 15	256.000	LYNX		50.000000000	
	MANITOK						
100.000000000	LYNX				896.00		
				Total Rental:			
							Related Contracts
							C00010 AK P&S Jun 05, 2015 (I)
							C00177 C ROYALTY Jun 11, 2015
							C00180 E ROYALTY Jun 11, 2015
							C00182 A P&S Jun 11, 2015 (I)

Report Date: Mar 29, 2019

Page Number: 6

REPORTED IN HECTARES

MANITOK ENERGY, INC. Mineral Property Report

Division: PLAINS - AB
Category: MINERAL
Province: ALBERTA
Area : WAYNE

Wayne - Nisku Deletions

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	Lease Description / Rights Held
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	
(cont'd)							
M00418							
Sub: A	DEVELOPED	Dev:	256.000	256.000	Undev:	0.000	0.000
		Prov:	0.000	0.000	NProv:	0.000	0.000

Report Date: Mar 29, 2019
Page Number: 7

REPORTED IN HECTARES

MANITOK ENERGY, INC. Mineral Property Report

Division: PLAINS - AB
Category: MINERAL
Province: ALBERTA
Area : WAYNE

Wayne - Nisku Deletions

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code				
File Status	Int Type / Lse No/Name		Gross	Net	Doi Partner(s)	*	*			
Mineral Int	Operator / Payor							Lease Description / Rights Held		
Area Total:	Total Gross:		767.420	Total Net:		757.706				
	Prod Gross:		0.000	Prod Net:		0.000		NProd Gross:	0.000	NProd Net: 0.000
	Dev Gross:		571.450	Dev Net:		561.736		Undev Gross :	195.970	Undev Net : 195.970
	Prov Gross:		0.000	Prov Net:		0.000		NProv Gross:	0.000	NProv Net: 0.000
Province Total:	Total Gross:		767.420	Total Net:		757.706				
	Prod Gross:		0.000	Prod Net:		0.000		NProd Gross:	0.000	NProd Net: 0.000
	Dev Gross:		571.450	Dev Net:		561.736		Undev Gross :	195.970	Undev Net : 195.970
	Prov Gross:		0.000	Prov Net:		0.000		NProv Gross:	0.000	NProv Net: 0.000
Category Total:	Total Gross:		767.420	Total Net:		757.706				
	Prod Gross:		0.000	Prod Net:		0.000		NProd Gross:	0.000	NProd Net: 0.000
	Dev Gross:		571.450	Dev Net:		561.736		Undev Gross :	195.970	Undev Net : 195.970
	Prov Gross:		0.000	Prov Net:		0.000		NProv Gross:	0.000	NProv Net: 0.000
Division Total:	Total Gross:		767.420	Total Net:		757.706				
	Prod Gross:		0.000	Prod Net:		0.000		NProd Gross:	0.000	NProd Net: 0.000
	Dev Gross:		571.450	Dev Net:		561.736		Undev Gross :	195.970	Undev Net : 195.970
	Prov Gross:		0.000	Prov Net:		0.000		NProv Gross:	0.000	NProv Net: 0.000
Report Total:	Total Gross:		767.420	Total Net:		757.706				
	Prod Gross:		0.000	Prod Net:		0.000		NProd Gross:	0.000	NProd Net: 0.000
	Dev Gross:		571.450	Dev Net:		561.736		Undev Gross :	195.970	Undev Net : 195.970
	Prov Gross:		0.000	Prov Net:		0.000		NProv Gross:	0.000	NProv Net: 0.000

** End of Report **

Appendix 4

Nisku Wells

UWI	Area	License	Well Name	Zone	Surface Location	WI	WI Type
102/12-07-028-20W4/00	WAYNE	0216811	MNK WAYNE 12-7-28-20	Dnisku	15-12-028-21W4	100	WI
1W0/13-07-028-20W4/00	WAYNE	0259947	MNK WAYNE 13-7-28-20	Dnisku	12-12-028-21W4	100	WI
100/10-12-028-21W4/00	WAYNE	0294971	MNK WAYNE 10-12-28-21	Dnisku	11-12-028-21W4	100	WI
100/16-12-028-21W4/00	WAYNE	0180726	MNK WAYNE 16-12-28-21	Dnisku	05-18-028-20W4	100	WI
102/05-13-028-21W4/00	WAYNE	0295543	MNK WAYNE 5-13-28-21	Dnisku	05-13-028-21W4	100	WI
102/06-13-028-21W4/00	WAYNE	0206266	MNK 02 WAYNE 6-13-28-21	Dnisku	14-12-028-21W4	100	WI
100/07-13-028-21W4/00	WAYNE	0207053	MNK WAYNE 7-13-28-21	Dnisku	16-12-028-21W4	100	WI
102/10-13-028-21W4/00	WAYNE	0179667	MNK WAYNE 10-13-28-21	Dnisku	05-18-028-20W4	100	WI
100/09-33-028-21W4/00	WAYNE	0303307	MNK WAYNE 9-33-28-21	Dnisku	12-34-028-21W4	100	WI
100/11-34-028-21W4/00	WAYNE	0212335	MNK WAYNE 11-34-28-21	Dnisku	12-34-028-21W4	100	WI
100/12-34-028-21W4/00	WAYNE	0205175	MNK WAYNE 12-34-28-21	Dnisku	12-34-028-21W4	100	WI
100/08-20-028-21W4/00	WAYNE	0170241	MNK WAYNE 8-20-28-21	Dnisku	08-20-028-21W4	100	WI

Appendix 5

Additional Assets

1. 9-8-11-13W4 wellbore (Working interest 100%)
2. Dunes area: Re-fridge skid unit (Working interest 54%)
3. Lac La Biche: 2 x trailered compressor units
4. Chevy Kodiak GD Enduro 24
5. Chevy Kodiak GD Enduro 25

~~6. 11-2-81-12W6 Compressor - Waukesha L7042GSI - Gemini Ego4-3~~ BR.

~~7. 6. Gordondale - 1-9-79-11W6: Compressor AJAX 3 Stage~~

BR. ~~8. 7. Lac La Biche - 11-3-67-13W4: Compressor - Cat G3412-TA - Ariel JG/4 - recip~~

8 The pumpjacks listed on the following page BR.

Field	Count	Location	Asset	Description	SN
Wayne	1	102/12-07-028-21W4M	Pumpjack	912-365-168D	982377507
Wayne	2	05-13-028-21W4M	Pumpjack	640-305-168	680423-9208
Wayne	3	10-12-028-21W4M	Pumpjack	640-305-168	
Wayne	4	16-14-28-21W4M	Pumpjack	640-305-144	H55955N-387881
Wayne	5	12-34-28-21W4M	Pumpjack	C640-365-144	2406-536237
Wayne	6	9-33-028-21W4M	Pumpjack	C640-365-144	9509900390
Wayne	7	11-34-28-21W4M	Pumpjack	640-305-144	930280-9248D
Wayne	8	102/16-14-28-21W4M	Pumpjack	456-256-144	930308-9271D
Wayne	9	05-30-25-21W4M	Pumpjack	228-213-86	D79908M428741
Wayne	10	14-24-28-22W4M	Pumpjack	160-173-86	6815-124370
Wayne	11	6-35-27-23W4M	Pumpjack	160-173-74	F82562L-437810
Wayne	12	10-13-028-22W4M	Pumpjack	160-173-74	D58894N392928
Wayne	13	10-13-028-22W4M	Pumpjack	160-173-74	
Wayne	14	10-35-027-23W4M	Pumpjack	160-173-74	8808999803
Wayne	15	09-07-28-20W4M	Pumpjack	114-143-64	840179302
Wayne	16	14-06-028-20W4M	Pumpjack	114-143-64	
Wayne	17	14-06-028-20W4M	Pumpjack	114-143-64	
Wayne	18	15-24-27-22W4M	Pumpjack		79598

Appendix 6

Mannville Wells and Mannville Lands and Leases

Mannville Wells

Part A

UWI	License Number	Full Area Name	Zone
103/10-13-028-22W4	458958	WAYNE	Mannville
102/06-33-027-21W4	449945	WAYNE	Mannville
100/03-12-028-22W4	400255	WAYNE	Mannville
100/05-02-028-22W4	183804	WAYNE	Mannville
102/03-02-028-22W4	437959	WAYNE	Mannville
103/14-35-027-22W4	455189	WAYNE	Mannville
103/12-35-027-22W4	455188	WAYNE	Mannville
102/08-34-027-22W4	455192	WAYNE	Mannville
102/02-34-027-22W4	453264	WAYNE	Mannville
100/03-34-027-22W4	444100	WAYNE	Mannville
100/14-27-027-22W4	399467	WAYNE	Mannville
103/13-27-027-22W4	446819	WAYNE	Mannville

Part B

UWI	License Number	Full Area Name	Zone
103/10-13-028-22W4	458958	WAYNE	Mannville
102/06-33-027-21W4	449945	WAYNE	Mannville
103/14-35-027-22W4	455189	WAYNE	Mannville
103/12-35-027-22W4	455188	WAYNE	Mannville
100/14-27-027-22W4	399467	WAYNE	Mannville
103/13-27-027-22W4	446819	WAYNE	Mannville

Mineral Property Report for the Mannville Lands and Leases

See the attached.

MANITOK ENERGY, INC.**Mineral Property Report****Wayne Mannville Additions**

Generated by Cynthia Joly on March 29, 2019 at 9:53:30 am.

Selection**Admin Company:****Category:****Country:****Province:****Division:****Area(s):**

WAYNE

Active / Inactive:

Active

Status Types:**Lease Types:****Acreage Status:****Expiry Period:****Acreage Category:****Print Options****Acres / Hectares:**

Hectares

Working Interest DOI:

Yes

Other DOI:

Rental

Related Contracts:

Yes

Royalty Information:

No

Well Information:

No

Remarks:

No

Acreage:

Producing / Non Producing

Developed / Undeveloped

Proven / Unproven

Sort Options**Division:**

Yes



CS LAND Version: 11.1.4

MANITOK ENERGY, INC.

Mineral Property Report

Wayne Mannville Additions

Generated by Cynthia Joly on March 29, 2019 at 9:53:30 am.

Sort Options

Category:	Yes
Province:	Yes
Area:	Yes
Location:	Yes

Report Date: Mar 29, 2019
Page Number: 1

MANITOK ENERGY, INC. Mineral Property Report

REPORTED IN HECTARES

Division: PLAINS - AB
Category: MINERAL
Province: ALBERTA
Area : WAYNE

Wayne Mannville Additions

File Number	Lse Type	Lessor Type	Exposure	Oper. Cont.	ROFR	DOI Code	Lease Description / Rights Held
File Status	Int Type / Lse No/Name	Operator / Payor	Gross	Net	DOI Partner(s)	*	*
Mineral Int	Operator / Payor						
M00439	PET	FH	64.750	64.750	MANITOK	WI	TWP 27 RGE 22 W4M NW 27
Sub: A	WI		64.750	64.750	MANITOK	100.000000000	ALL PETROLEUM IN GLAUCONITE_ZONE
ACTIVE	PRAIRIESKY	Ext: HBP	64.750				(EXCL. PETROLEUM GLAUC F9F
	MANITOK						POOL)
100.000000000	MANITOK				Total Rental: 323.75		
Status	Hectares	Net	NPProd:	Undev:	NPProv:	Hectares	Net
DEVELOPED	0.000	0.000	64.750	0.000	0.000	0.000	0.000
	64.750	0.000	64.750	0.000	0.000	0.000	0.000
	0.000	0.000				0.000	0.000
Related Contracts							
C00010 AI	P&S						Jun 05, 2015 (I)
C00177 C	ROYALTY						Jun 11, 2015
C00180 B	ROYALTY						Jun 11, 2015
C00181 C	P&S						Jun 11, 2015 (I)
C00182 A	P&S						Jun 11, 2015 (I)
M00443	PET	FH	64.750	64.750	C00009 AO	WI	TWP 27 RGE 22 W4M NW 35
Sub: A	WI		64.750	64.750	MANITOK	100.000000000	ALL PETROLEUM IN GLAUCONITE_ZONE
ACTIVE	PRAIRIESKY	Ext: HBP	64.750				EXCL PETROLEUM IN GLAUC_EEE
	MANITOK						
100.000000000	MANITOK				Total Rental: 323.75		
Status	Hectares	Net	NPProd:	Undev:	NPProv:	Hectares	Net
DEVELOPED	0.000	0.000	64.750	0.000	0.000	0.000	0.000
	64.750	0.000	64.750	0.000	0.000	0.000	0.000
	0.000	0.000				0.000	0.000
Related Contracts							
C00009 AO	LEASE ISS						Apr 30, 2015
C00177 C	ROYALTY						Jun 11, 2015
C00180 B	ROYALTY						Jun 11, 2015
C00181 C	P&S						Jun 11, 2015 (I)
C00182 A	P&S						Jun 11, 2015 (I)
M00458	PET	FH	194.250	194.250	C00009 AO	WI	TWP 28 RGE 22 W4M SE 2, SW 2.
Sub: A	WI		194.250	194.250	MANITOK	100.000000000	NE 2
ACTIVE	PRAIRIESKY	Ext: HBP	194.250				ALL PETROLEUM IN GLAUCONITE_ZONE
	MANITOK						(EXCL. GLAUC EEE POOL)
100.000000000	MANITOK				Total Rental: 971.25		
Status	Hectares	Net	NPProd:	Undev:	NPProv:	Hectares	Net
DEVELOPED	0.000	0.000	64.750	0.000	0.000	0.000	0.000
	64.750	0.000	64.750	0.000	0.000	0.000	0.000
	0.000	0.000				0.000	0.000
Related Contracts							
C00009 AO	LEASE ISS						Apr 30, 2015

Report Date: Mar 29, 2019
Page Number: 2

REPORTED IN HECTARES

MANITOK ENERGY, INC. Mineral Property Report

Division: PLAINS - AB
Category: MINERAL
Province: ALBERTA
Area : WAYNE

Wayne Mannville Additions

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	Lease Description / Rights Held	
File Status	Int Type / Lse No/Name		Gross					
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*		
(cont'd)								
M00458								
Sub: A	DEVELOPED	Prod:	0.000	0.000	NProd:	0.000	0.000	ROYALTY Jun 11, 2015
		Dev:	194.250	194.250	Undev:	0.000	0.000	ROYALTY Jun 11, 2015
		Prov:	0.000	0.000	NProv:	0.000	0.000	P&S Jun 11, 2015 (I)
								P&S Jun 11, 2015 (I)

M00460	PET	FH	Eff: May 27, 2014	64.750	C00009	AO No	WI	TWP 28 RGE 22 W4M NW 12
Sub: A	WI		Exp: May 26, 2017	64.750	MANITOK			ALL PETROLEUM IN GLAUCONITE_ZONE
ACTIVE	PRAIRIESKY	Ext: HBP		64.750				EXCL PETROLEUM IN GLAUC_EEE
	MANITOK							
100.000000000	MANITOK					Total Rental: 323.75		
Related Contracts								
	Status		Hectares	Net		Hectares	Net	
	DEVELOPED	Prod:	0.000	0.000	NProd:	0.000	0.000	C00009 AO LEASE ISS Apr 30, 2015
		Dev:	64.750	64.750	Undev:	0.000	0.000	C00177 C ROYALTY Jun 11, 2015
		Prov:	0.000	0.000	NProv:	0.000	0.000	C00180 B ROYALTY Jun 11, 2015
								C00181 C P&S Jun 11, 2015 (I)
								C00182 A P&S Jun 11, 2015 (I)

Report Date: Mar 29, 2019
Page Number: 3

MANITOK ENERGY, INC.
Mineral Property Report

Division: PLAINS - AB
Category: MINERAL
Province: ALBERTA
Area : WAYNE

REPORTED IN HECTARES

Wayne Mannville Additions

File Number	Lse Type	Lessor Type	Exposure		Oper.Cont.	ROFR	DOI Code	Lease Description / Rights Held		
			File Status	Mineral Int						
Area Total:										
		Total Gross:	388.500	Total Net:		388.500				
		Prod Gross:	0.000	Prod Net:		0.000	NProd Gross:	0.000	NProd Net:	0.000
		Dev Gross:	388.500	Dev Net:		388.500	Undev Gross :	0.000	Undev Net :	0.000
		Prov Gross:	0.000	Prov Net:		0.000	NProv Gross:	0.000	NProv Net:	0.000
Province Total:										
		Total Gross:	388.500	Total Net:		388.500				
		Prod Gross:	0.000	Prod Net:		0.000	NProd Gross:	0.000	NProd Net:	0.000
		Dev Gross:	388.500	Dev Net:		388.500	Undev Gross :	0.000	Undev Net :	0.000
		Prov Gross:	0.000	Prov Net:		0.000	NProv Gross:	0.000	NProv Net:	0.000
Category Total:										
		Total Gross:	388.500	Total Net:		388.500				
		Prod Gross:	0.000	Prod Net:		0.000	NProd Gross:	0.000	NProd Net:	0.000
		Dev Gross:	388.500	Dev Net:		388.500	Undev Gross :	0.000	Undev Net :	0.000
		Prov Gross:	0.000	Prov Net:		0.000	NProv Gross:	0.000	NProv Net:	0.000
Division Total:										
		Total Gross:	388.500	Total Net:		388.500				
		Prod Gross:	0.000	Prod Net:		0.000	NProd Gross:	0.000	NProd Net:	0.000
		Dev Gross:	388.500	Dev Net:		388.500	Undev Gross :	0.000	Undev Net :	0.000
		Prov Gross:	0.000	Prov Net:		0.000	NProv Gross:	0.000	NProv Net:	0.000
Report Total:										
		Total Gross:	388.500	Total Net:		388.500				
		Prod Gross:	0.000	Prod Net:		0.000	NProd Gross:	0.000	NProd Net:	0.000
		Dev Gross:	388.500	Dev Net:		388.500	Undev Gross :	0.000	Undev Net :	0.000
		Prov Gross:	0.000	Prov Net:		0.000	NProv Gross:	0.000	NProv Net:	0.000

** End of Report **

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

Dated this 9 day of July 2019

COURT FILE NUMBER

25-2332583

25-2332610

25-2335351

for Clerk of the Court



COURT

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

JUDICIAL CENTRE

CALGARY

PROCEEDINGS

IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A
PROPOSAL OF MANITOK ENERGY INC.IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A
PROPOSAL OF RAIMOUNT ENERGY CORP.IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A
PROPOSAL OF CORINTHIAN OIL CORP.

DOCUMENT

ORDERADDRESS FOR SERVICE
AND CONTACT
INFORMATION OF PARTY
FILING THIS DOCUMENTNorton Rose Fulbright Canada LLP
400 3rd Avenue SW, Suite 3700
Calgary, Alberta T2P 4H2 CANADA**Attention: Howard A. Gorman, QC and D. Aaron Stephenson**

Telephone: +1 403.267.8144

Facsimile: +1 403.264.5973

howard.gorman@nortonrosefulbright.comaaron.stephenson@nortonrosefulbright.com

File No. 1001023920

Box No. 39

DATE ON WHICH ORDER WAS PRONOUNCED:

July 9, 2019

NAME OF JUDGE WHO MADE THIS ORDER:

Justice B.E.C. Romaine

LOCATION OF HEARING:

Calgary, Alberta

UPON the Application of Alvarez & Marsal Canada Inc. in its capacities as the receiver and manager (**Receiver**) and trustee in bankruptcy (**Trustee**) of Manitok Energy Inc. (**Manitok**) and Raimount Energy Corp. (**Raimount**); **AND UPON** reviewing the order of Justice K. Horner pursuant to which the Receiver was appointed on February 20, 2018 (**Receivership Order**), as amended by order filed on October 17, 2018; **AND UPON** reviewing the Sixth, Eighth and Ninth Reports of the Receiver; **AND UPON** hearing from counsel for the Receiver and Trustee and any other parties present:


IT IS HEREBY ORDERED AND DECLARED THAT:Service

1. The time for service of this Application and all supporting materials is hereby abridged, if necessary, no other persons are required to have been served, and this Application is properly returnable before this Honourable Court today.
2. This order shall be served on those interested parties who attended or were represented at this Application, and service may be effected by facsimile, electronic mail, personal delivery or courier. Service of this order on any person not attending this Application is hereby dispensed with.

Renunciation and Partial Discharge

3. The form and content of Notice of Partial Discharge, attached hereto as Schedule 1, is hereby approved.
4. Conditional upon the granting of approval by the inspectors of Manitoak and Raimount, the Receiver and Trustee are authorized to serve the Notice of Partial Discharge on the service list electronically and post the Notice of Partial Discharge on the Receiver's website.
5. Serving and posting the Notice of Partial Discharge in accordance with paragraph 4 (above) shall result in the renunciation and disclaimer of the Discharged Assets, as described in the Notice of Partial Discharge, and further:
 - (a) The Receiver and Trustee shall then be discharged over the Discharged Assets and any and all obligations under the Receivership Order, as amended, in respect of the Discharged Assets; and
 - (b) Neither the Receiver nor the Trustee shall be liable for any act or omission in respect of the Discharged Assets, including without limitation, any act or omission pertaining to the discharge of their duties in respect of the Discharged Assets in the within proceedings, save and except for any liability arising out of any gross negligence or wilful misconduct on their part, or with leave of the Court. Subject to the foregoing, any claims against the Receiver and Trustee in respect of the Discharged Assets, whether known or unknown, matured or unmatured, foreseen or unforeseen, existing or hereafter arising, based in whole or in part on any act or omission of the Receiver or Trustee in any way relating to or arising out of or in respect of the performance of their duties regarding the Discharged Assets, are hereby stayed, released, extinguished and forever barred.

6. The Receiver and Trustee are hereby authorized with inspector approval for the Trustee to renounce, disclaim and shall cause themselves to be discharged over any or all of the Retained Assets, as listed in the Notice of Partial Discharge, attached hereto as Schedule 1, by issuing a new Notice of Discharge or Notice of Partial Discharge, as appropriate, in substantially the same form but listing all or certain of the Retained Assets as subjects of renouncement, disclaimer and discharge, and by serving such new Notice of Discharge or Notice of Partial Discharge on the service list electronically and posting it on the Receiver's website.
7. No action or other proceeding shall be commenced against the Receiver or Trustee in any way arising from or related to their conduct as Receiver or Trustee over the Discharged Assets, except with prior leave of this Court on notice to the Receiver or Trustee, as applicable, and upon such terms as this Court may direct.
8. Nothing in this order shall derogate from the Receiver's protections under paragraphs 15 or 16 of the Receivership Order, as amended, or otherwise.



J.C.Q.B.A.

Schedule 1

NOTICE OF PARTIAL DISCHARGE

WHEREAS Alvarez & Marsal Canada Inc. is the court-appointed receiver (the "**Receiver**") of all the current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate, including all proceeds thereof (the "**Property**"), of Manitok Energy Inc. and Raimount Energy Inc. (collectively, the "**Company**");

AND WHEREAS the Receiver was appointed with respect to the Company assets pursuant to a receivership order granted by the Alberta Court of Queen's Bench (the "**Court**") on February 20, 2018 (the "**Receivership Order**") and the provisions of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3;

AND WHEREAS Alvarez & Marsal Canada Inc. is also the trustee in bankruptcy (the "**Trustee**") of the Company;

AND WHEREAS the Receiver has been unable to sell some of the Company's Property;

AND WHEREAS the Receiver and Trustee intend to retain all interests in as-yet unsold equipment and non-operated working interests as well as certain wells, pipelines and facilities as listed in Schedule A, together with associated surface leases, mineral leases and licenses associated with those retained wells, pipelines and facilities (the "**Retained Assets**");

AND WHEREAS the Receiver and Trustee intend to be discharged over all surface leases, mineral leases, wells (including disposal wells), pipelines, facilities and associated licenses except those that are Retained Assets, as described in Schedule B (such assets to be disclaimed being the "**Discharged Assets**");

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS THAT:

1. The Receiver and Trustee are not adopting or retaining any interest they or the Company may have in the Discharged Assets and effective as of the date set out below, and in accordance with, *inter alia*, paragraph 3 of the Receivership Order, they hereby abandon, renounce, release and shall be discharged over any and all interest they or the Company may have in the Discharged Assets.
2. The Receiver and Trustee are retaining the right and authority to later renounce and be discharged over the Retained Assets, or any of them, if they determine that no reasonable sale or transfer of such Retained Assets can be completed.
3. Nothing herein shall affect:
 - (a) any assets sold previously by the Receiver;
 - (b) any non-oil and gas assets such as cash, receivables and corporate records;
 - (c) any Retained Assets including, without limitation, any equipment and any non-operated working interests in oil and gas assets.

IN WITNESS WHEREOF, the Receiver and Trustee executed this Notice of Partial Discharge
this ____ day of _____, 2019.

SIGNED, SEALED AND DELIVERED

ALVAREZ & MARSAL CANADA INC., in its capacities as the
Court-appointed receiver and Trustee in Bankruptcy of
Manitok Energy Inc. and Raimount Energy Inc.,
and not in its corporate or personal capacity

Per _____

Orest Konowalchuk, LIT
Senior Vice President

I have the authority to bind the Receiver and Trustee

**Retained Assets
Schedule A**

093

**Appendix B
Schedule A**

Wells and Facilities

	License No	License Surface Location	AER Code	WIP Current Company	WIP Interest
Wells	W0143157	08-02-080-10W6	A5M4	MANITOK ENERGY INC.	100.000000
Wells	W0324921	15-19-079-09W6	A5M4	MANITOK ENERGY INC.	100.000000
Wells	W0342681	12-20-079-09W6	A5M4	MANITOK ENERGY INC.	100.000000
Wells	W0306238	03-31-042-03W5	A5M4	MANITOK ENERGY INC.	60.000000
Wells		14-36-037-06W5	A5M5	MANITOK ENERGY INC.	
Wells	W0183804	05-02-028-22W4	A5M4	MANITOK ENERGY INC.	100.000000
Wells	W0399467	14-27-027-22W4	A5M4	MANITOK ENERGY INC.	100.000000
Wells	W0400255	04-12-028-22W4	A5M4	MANITOK ENERGY INC.	100.000000
Wells	W0437959	14-35-027-22W4	A5M4	MANITOK ENERGY INC.	100.000000
Wells	W0444100	15-27-027-22W4	A5M4	MANITOK ENERGY INC.	100.000000
Wells	W0446819	16-28-027-22W4	A5M4	MANITOK ENERGY INC.	100.000000
Wells	W0449945	06-28-027-21W4	A5M4	MANITOK ENERGY INC.	100.000000
Wells	W0453264	15-27-027-22W4	A5M4	MANITOK ENERGY INC.	100.000000
Wells	W0455188	13-35-027-22W4	A5M4	MANITOK ENERGY INC.	100.000000
Wells	W0455189	13-35-027-22W4	A5M4	MANITOK ENERGY INC.	100.000000
Wells	W0455192	15-27-027-22W4	A5M4	MANITOK ENERGY INC.	100.000000
Wells	W0458958	11-24-028-22W4	A5M4	MANITOK ENERGY INC.	100.000000
Wells	W0281135	11-35-080-12W6	A5M4	MANITOK ENERGY INC.	37.500000
Wells	W0287800	06-35-080-12W6	A5M4	MANITOK ENERGY INC.	37.500000
Wells	W0296956	08-35-080-12W6	A5M4	MANITOK ENERGY INC.	37.500000
Wells	W0359533	10-35-080-12W6	A5M4	MANITOK ENERGY INC.	37.500000
Wells	W0398023	04-35-080-12W6	A5M4	MANITOK ENERGY INC.	37.500000
Wells	W0398027	12-35-080-12W6	A5M4	MANITOK ENERGY INC.	37.500000
Wells	W0399219	02-35-080-12W6	A5M4	MANITOK ENERGY INC.	37.500000
Wells	W0400393	15-34-081-12W6	A5M4	MANITOK ENERGY INC.	100.000000
Wells	W0326519	02-11-082-13W6	A5M5	MANITOK ENERGY INC.	
Wells	W0169551	08-11-082-13W6	A5M6	MANITOK ENERGY INC.	
Wells	W0062988	10-33-085-11W6	A5M4	MANITOK ENERGY INC.	100.000000

Retained Assets

Schedule A

Facility	F22199	10-33-085-11W6	A5M4	MANITOK ENERGY INC.	100.000000
Facility	F42491	08-02-080-10W6	A5M4	MANITOK ENERGY INC.	100.000000
Facility	F26171	11-02-081-12W6	A5M4	MANITOK ENERGY INC.	40.000000
Facility	F29860	11-02-081-12W6	A5M4	MANITOK ENERGY INC.	27.125000
Wells	W0199444	05-01-070-06W6	A7LW	RAIMOUNT ENERGY CORP.	60.000000
Wells	W0198927	05-12-070-06W6	A7LW	RAIMOUNT ENERGY CORP.	39.999800
Wells	W0150272	06-01-070-06W6	A7LW	RAIMOUNT ENERGY CORP.	60.000000
Wells	W0168635	06-12-070-06W6	A7LW	RAIMOUNT ENERGY CORP.	39.999800
Wells	W0095189	06-28-069-06W6	A7LW	RAIMOUNT ENERGY CORP.	60.000000
Wells	W0116552	06-34-069-06W6	A7LW	RAIMOUNT ENERGY CORP.	60.000000
Wells	W0288565	06-35-069-06W6	A7LW	RAIMOUNT ENERGY CORP.	60.000000
Wells	W0288566	06-35-069-06W6	A7LW	RAIMOUNT ENERGY CORP.	60.000000
Wells	W0288567	06-35-069-06W6	A7LW	RAIMOUNT ENERGY CORP.	60.000000
Wells	W0169900	08-01-070-06W6	A7LW	RAIMOUNT ENERGY CORP.	60.000000
Wells	W0118750	08-34-069-06W6	A7LW	RAIMOUNT ENERGY CORP.	60.000000
Wells	W0274786	10-34-069-06W6	A7LW	RAIMOUNT ENERGY CORP.	60.000000
Wells	W0186453	11-12-070-06W6	A7LW	RAIMOUNT ENERGY CORP.	39.999800
Wells	W0274677	13-35-069-06W6	A7LW	RAIMOUNT ENERGY CORP.	60.000000
Wells	W0165333	14-01-070-06W6	A7LW	RAIMOUNT ENERGY CORP.	60.000000
Wells	W0208963	14-04-070-06W6	A7LW	RAIMOUNT ENERGY CORP.	60.000000
Wells	W0127967	14-35-069-06W6	A7LW	RAIMOUNT ENERGY CORP.	60.000000
Wells	W0319582	14-35-069-06W6	A7LW	RAIMOUNT ENERGY CORP.	60.000000
Wells	W0319694	14-35-069-06W6	A7LW	RAIMOUNT ENERGY CORP.	60.000000
Wells	W0319697	14-35-069-06W6	A7LW	RAIMOUNT ENERGY CORP.	60.000000
Wells	W0286640	15-34-069-06W6	A7LW	RAIMOUNT ENERGY CORP.	60.000000
Wells	W0192897	16-02-070-06W6	A7LW	RAIMOUNT ENERGY CORP.	60.000000
Wells	W0213809	11-19-067-04W6	A7LW	RAIMOUNT ENERGY CORP.	50.000000
Wells	W0190059	07-30-067-04W6	A7LW	RAIMOUNT ENERGY CORP.	
Wells	W0396583	13-25-067-05W6	A7LW	RAIMOUNT ENERGY CORP.	
Wells	W0353219	05-35-067-05W6	A7LW	RAIMOUNT ENERGY CORP.	100.000000
Wells	W0381097	04-36-067-05W6	A7LW	RAIMOUNT ENERGY CORP.	
Wells	W0383354	09-30-068-04W6	A7LW	RAIMOUNT ENERGY CORP.	100.000000
Wells	W0402211	16-16-068-05W6	A7LW	RAIMOUNT ENERGY CORP.	37.500000
Wells	W0328182	12-32-068-05W6	A7LW	RAIMOUNT ENERGY CORP.	

Retained Assets

Schedule A

Wells	W0316556	05-05-069-05W6	A7LW	RAIMOUNT ENERGY CORP.	
Wells	W0331513	05-08-069-05W6	A7LW	RAIMOUNT ENERGY CORP.	
Wells	W0371676	10-17-069-05W6	A7LW	RAIMOUNT ENERGY CORP.	
Wells	W0334112	01-18-069-05W6	A7LW	RAIMOUNT ENERGY CORP.	
Wells	W0402711	12-21-069-06W6	A7LW	RAIMOUNT ENERGY CORP.	
Wells	W0370471	16-21-069-06W6	A7LW	RAIMOUNT ENERGY CORP.	
Wells	W0380390	15-22-069-06W6	A7LW	RAIMOUNT ENERGY CORP.	
Wells	W0405451	04-26-069-06W6	A7LW	RAIMOUNT ENERGY CORP.	100.000000
Wells	W0198672	16-26-069-06W6	A7LW	RAIMOUNT ENERGY CORP.	30.000000
Wells	W0360185	04-27-069-06W6	A7LW	RAIMOUNT ENERGY CORP.	100.000000
Wells	W0094844	03-29-078-09W6	A7LW	RAIMOUNT ENERGY CORP.	
Facilities	F47033	05-27-069-06W6M	A7LW	RAIMOUNT ENERGY CORP.	100

Pipelines

Licence No.	From Surface Location	To Surface Location	Pipeline Segment	Licensee
20522	09-05-067-13W4	11-03-067-13W4	8	MANITOK ENERGY INC.
23896	05-03-067-13W4	12-03-067-13W4	1	MANITOK ENERGY INC.
26248	14-34-079-09W6	08-33-079-09W6	1	MANITOK ENERGY INC.
26248	08-33-079-09W6	16-28-079-09W6	2	MANITOK ENERGY INC.
26248	16-28-079-09W6	16-27-079-09W6	4	MANITOK ENERGY INC.
26248	08-34-079-09W6	16-27-079-09W6	5	MANITOK ENERGY INC.
26248	08-27-079-09W6	16-27-079-09W6	7	MANITOK ENERGY INC.
26248	08-04-080-09W6	08-33-079-09W6	10	MANITOK ENERGY INC.
27104	16-31-079-09W6	14-32-079-09W6	1	MANITOK ENERGY INC.
27104	14-32-079-09W6	16-33-079-09W6	2	MANITOK ENERGY INC.
27104	14-33-079-09W6	16-33-079-09W6	3	MANITOK ENERGY INC.
27104	06-05-080-09W6	14-32-079-09W6	4	MANITOK ENERGY INC.
27104	16-32-079-09W6	16-32-079-09W6	5	MANITOK ENERGY INC.
27104	14-32-079-09W6	16-33-079-09W6	6	MANITOK ENERGY INC.
34482	11-26-079-09W6	08-28-079-09W6	1	MANITOK ENERGY INC.
44358	08-02-080-10W6	16-31-079-09W6	1	MANITOK ENERGY INC.
36942	11-02-081-12W6	05-22-080-12W6	2	MANITOK ENERGY INC.

Retained Assets

Schedule A

38973	11-02-081-12W6	11-35-080-12W6	2	MANITOK ENERGY INC.
38973	11-35-080-12W6	06-35-080-12W6	4	MANITOK ENERGY INC.
38973	11-35-080-12W6	10-35-080-12W6	6	MANITOK ENERGY INC.
38973	08-35-080-12W6	10-35-080-12W6	7	MANITOK ENERGY INC.
40149	11-35-080-12W6	11-02-081-12W6	1	MANITOK ENERGY INC.
40149	11-35-080-12W6	11-02-081-12W6	2	MANITOK ENERGY INC.
40149	06-35-080-12W6	11-35-080-12W6	3	MANITOK ENERGY INC.
40149	10-35-080-12W6	11-35-080-12W6	4	MANITOK ENERGY INC.
40149	08-35-080-12W6	10-35-080-12W6	5	MANITOK ENERGY INC.
40149	10-35-080-12W6	11-35-080-12W6	6	MANITOK ENERGY INC.
50692	06-35-080-12W6	04-35-080-12W6	1	MANITOK ENERGY INC.
50692	11-35-080-12W6	12-35-080-12W6	2	MANITOK ENERGY INC.
50692	03-35-080-12W6	02-35-080-12W6	3	MANITOK ENERGY INC.
50694	04-35-080-12W6	06-35-080-12W6	1	MANITOK ENERGY INC.
50694	12-35-080-12W6	11-35-080-12W6	2	MANITOK ENERGY INC.
50694	02-35-080-12W6	06-35-080-12W6	3	MANITOK ENERGY INC.
51001	15-34-081-12W6	05-33-081-12W6	1	MANITOK ENERGY INC.
41666	02-13-070-06W6	10-02-070-06W6	8	RAIMOUNT ENERGY CORP.

Additional Miscellaneous Retained Assets:

- (a) any assets sold previously by the Receiver;
- (b) any non-oil and gas assets such as cash, receivables and corporate records;
- (c) any Retained Assets including, without limitation, any equipment and any non-operated working interests in oil and gas assets.

Schedule B**Disclaimed Assets**

ALL INTERESTS THE COMPANY, THE RECEIVER OR THE TRUSTEE HAVE OR MAY HAVE IN ALL SURFACE LEASES, MINERAL LEASES, WELLS (INCLUDING DISPOSAL WELLS), PIPELINES, FACILITIES AND ASSOCIATED LICENCES, EXCLUDING INTERESTS IN THE RETAINED ASSETS.

I hereby certify this to be a true copy of the
original Order
of which it purports to be a copy.



COURT FILE NUMBER

Dated this 17 day of Oct 2019
25-2332583
25-2332610
25-2335351

J. Rajabali
Registrar at Calgary
Bankruptcy Division of the
Court of Queen's Bench of Alberta

COURT

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

JUDICIAL CENTRE

CALGARY

PROCEEDINGS

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

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

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

DOCUMENT

ORDER
(Fourth Interim Distribution)

ADDRESS FOR SERVICE
AND CONTACT
INFORMATION OF PARTY
FILING THIS DOCUMENT

Norton Rose Fulbright Canada LLP
400 3rd Avenue SW, Suite 3700
Calgary, Alberta T2P 4H2 CANADA

Attention: Howard A. Gorman, QC and D. Aaron Stephenson

Telephone: +1 403.267.8144

Facsimile: +1 403.264.5973

howard.gorman@nortonrosefulbright.com

aaron.stephenson@nortonrosefulbright.com

File No. 1001023920

Box No. 39

DATE ON WHICH ORDER WAS PRONOUNCED:

October 16, 2019

NAME OF JUDGE WHO MADE THIS ORDER:

Romaine J.

LOCATION OF HEARING:


Calgary, Alberta

UPON the Application of Alvarez & Marsal Canada Inc. in its capacity as the receiver and manager of Manitok Energy Inc. (**Manitok**) and Raimount Energy Corp. (the **Receiver**); **AND UPON** reviewing the order in Manitok's proposal proceedings, filed February 14, 2018, which established a holdback in the principal amount of \$1,625,553.51 (the **Ferrier SAVO** and **Ferrier Holdback**) now being held by the Receiver's counsel; **AND UPON** reviewing the order,

filed February 20, 2018, pursuant to which the Receiver was appointed on February 20, 2018 (the **Receivership Order**); **AND UPON** reviewing the Consent Order, filed June 22, 2018, pursuant to which the Ferrier Holdback was transferred by Manitok's former proposal trustee; **AND UPON** reviewing the sale approval and vesting order, filed January 18, 2019, as amended by a further order, filed April 12, 2019, in relation to the Receiver's sale of Manitok assets to Persist Oil and Gas Inc. (**Persist SAVO**); **AND UPON** reviewing the Eleventh Report of the Receiver, filed September 12, 2019; **AND UPON** hearing from counsel for the Receiver and any other parties present:

IT IS HEREBY ORDERED AND DECLARED THAT:

1. The time for service of this application and all supporting materials is abridged, if necessary, and service of this application and all supporting materials is deemed good and effective.
2. The Receiver is hereby authorized to make an interim distribution of the full amount of the Ferrier Holdback (inclusive of interest thereon) less \$50,000. Such interim distribution shall be made by the Receiver to the National Bank of Canada (**NBC**) and the Alberta Energy Regulator (**AER**) in accordance with their Distribution Agreement.
3. The \$50,000 not distributed under paragraph 2 shall continue to be held by the Receiver or the Receiver's counsel, pending further order.
4. This order shall not affect the attachment of Claims or Encumbrances to the undistributed portion of the Ferrier Holdback as contemplated in the Ferrier SAVO.
5. This Order must be served only on those interested parties that attended or were represented at the within application, and service may be effected by facsimile, electronic mail, personal delivery or courier. Service of this order on any party not attending this application is hereby dispensed with.



J.C.Q.B.A.

COURT FILE NUMBER	25-2332583 25-2332610 25-2335351
COURT	COURT OF QUEEN'S BENCH OF ALBERTA IN BANKRUPTCY AND INSOLVENCY
JUDICIAL CENTRE	CALGARY
PROCEEDINGS	IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF MANITOK ENERGY INC. IN 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	PERSIST OIL AND GAS INC.
DOCUMENT	ORDER
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	Gowling WLG (Canada) LLP 1600, 421 – 7 th Avenue SW Calgary, AB T2P 4K9 Telephone (403) 298-1938 / (403) 298-1992 Facsimile (403) 263-9193 File No. A161029 Attention: Tom Cumming / Caireen E. Hanert

DATE ON WHICH ORDER WAS PRONOUNCED: *May 22*, 2020

LOCATION WHERE ORDER WAS PRONOUNCED: Calgary Courts Centre

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

UPON THE APPLICATION by Persist Oil and Gas Inc. ("**Persist**") for an order: (a) amending the order pronounced on April 12, 2019 (the "**SAVO Amending Order**"), which SAVO Amending Order amended the sale approval and vesting order granted January 18, 2019 (the "**Original SAVO**") issued in connection with an asset purchase agreement dated November 23, 2018 (the "**PSA**") between Alvarez & Marsal Canada Inc. ("**A&M**") as receiver and manager of

Manitok Energy Inc. (the “**Receiver**”) and Tantalus Energy Corp. (“**Tantalus**”), as amended by a waiver and amending agreement dated December 14, 2018 between the Receiver and Tantalus (which, together with the PSA, is referred to as the “**Original PSA**”), as further amended by a second amending agreement dated March 29, 2019 (the “**Second Amendment**”, and together with the Original PSA, the “**Revised PSA**”) between the Receiver and Persist Oil and Gas Inc. (“**Persist**”), to exclude certain pipelines and facilities (collectively, the “**Nisku Assets**”) from the Assets being purchased by Persist; and (b) rectifying the Second Amendment to exclude the Nisku Assets from the list of assets purchased by Persist from the Receiver pursuant to the Revised PSA:

AND UPON HAVING READ the Receivership Order dated February 20, 2018, the Thirteenth Report and the Receiver’s prior reports; **AND UPON HAVING READ** the Affidavit of Gregory Vavra, sworn October 4, 2019 (the “**Vavra Affidavit**”), the Supplemental Affidavit of Gregory Vavra sworn November 6, 2019, the Affidavit of Service of Alyssa Elms sworn November 1, 2019, and the Affidavit of Service of Kristy DeIure sworn November 19, 2019, all filed; **AND UPON HEARING** counsel for Persist, the Receiver and any other interested parties that may be present; **AND UPON IT APPEARING** that all interested and affected parties have been served with notice of this Application; **AND UPON NOTING** that counsel has advised that the Municipal District of Kneehill County has consented to this Order; **AND UPON NOTING** no objections from other parties who were served; **AND UPON HAVING READ** the pleadings, proceedings, orders and other materials filed in this Action; **IT IS HEREBY ORDERED AND DECLARED THAT:**

Service

1. Service of this Application and supporting materials is hereby declared to be good and sufficient, 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.

Asset Purchase

2. The second amending agreement dated March 29, 2019 (the “**Second Amendment**”) between the Receiver and Persist is hereby rectified to exclude the Nisku Assets set out at

Appendix “A” appended hereto from the assets purchased by Persist from the Receiver. Specifically:

- (a) Paragraph D of the preamble to the Second Amendment is hereby replaced by the following:

“Vendor and Purchaser have agreed to, among other things: (i) reinsert the Deleted Stolberg Lands and Leases into Schedule “A” of the Sale Agreement; (ii) remove certain Nisku formation wells listed on **Exhibit 1** hereto (such wells, the “**Nisku Wells**”) from Schedule “B” of the Sale Agreement, and remove the Lands and Leases associated with the Nisku Wells (the “**Nisku Lands and Leases**”) from Schedule “A” of the Sale Agreement; (iii) remove the facilities and pipelines associated with the Nisku Wells listed on **Exhibit 1** hereto (the “**Nisku Facilities**” and the “**Nisku Pipelines**”, respectively) from Schedule “B” of the Sale Agreement; (iv) insert the Mannville formation wells listed on **Exhibit 2** hereto (such well, the “**Mannville Wells**”) into Schedule “B” of the Sale Agreement, and insert the lands and leases associated with the Mannville Wells (the “**Mannville Lands and Leases**”) into Schedule “A” of the Sale Agreement (the removal of the Nisku Wells, the Nisku Lands and Leases, the Nisku Facilities and the Nisku Pipelines and the insertion and addition of the Deleted Stolberg Lands and Leases, the Mannville Wells and the Mannville Lands and Leases being the “**Well Swap**”), and (v) add the tangible assets included in **Exhibit 3** hereto (the “**Additional Assets**”) to Schedule “B” of the Sale Agreement.”

- (b) Section 2(b) of the Second Amendment is amended as follows:

- (i) delete “and” from the end of subsection (v);
- (ii) replace the period at the end of subsection (vi) with a semi-colon; and
- (iii) add the following subsections after subsection (vi):

“(vii) the Nisku Facilities listed on **Exhibit 1** are deleted from the Base Area – Facilities List, page 1 of 1, in Part D of Schedule “B” of the

Sale Agreement, with the effect that the Nisku Facilities shall not form part of the Assets; and

- (viii) the Nisku Pipelines listed on **Exhibit 1** are deleted from the Base Area – Pipeline List, page 3 of 4, in Part F of Schedule “B” of the Sale Agreement, with the effect that the Nisku Pipelines shall not form part of the Assets.”

- (c) The Nisku Facilities and Nisku Pipelines listed in Appendix “A” hereto are hereby added to **Exhibit 1** to the Second Amendment.

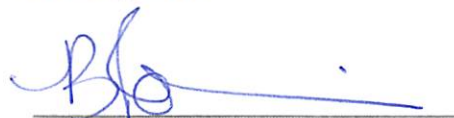
SAVO Amending Order

- 3. The SAVO Amending Order is hereby amended as follows:

- (a) Paragraph 4(d) is hereby deleted and replaced with the following:

“(d) Nisku Wells, Nisku Facilities and Nisku Pipelines – The assets listed at Appendix 4 of this SAVO Amending Order are hereby deleted from Schedule C of the Original SAVO; and”

- (b) The Nisku Facilities and Nisku Pipelines listed in Appendix “A” hereto are hereby added to Appendix 4 to the SAVO Amending Order.



J.C.C.Q.B.A.

Appendix "A"

Nisku Facilities

Area	Licence	Description	Surface Location	Licensee
WAYNE	F3802	Satellite	05-18-028-20W4	Manitok Energy Inc.
WAYNE	F3812	Satellite	11-12-028-21W4	Manitok Energy Inc.
WAYNE	F3831	Satellite	12-34-028-21W4	Manitok Energy Inc.

Nisku Pipelines

Area	Licence No.	From Location	From Facility	To Location	To Facility	Licensee
WAYNE	27754-17	12-07-28-20W4	Pipeline	05-18-028-20W4	Satellite	Manitok Energy Inc.
WAYNE	27754-18	12-07-028-20W4	Pipeline	05-18-028-20W4	Satellite	Manitok Energy Inc.
WAYNE	27754-19	05-18-028-20W4	Satellite	14-13-028-21W4	Pipeline	Manitok Energy Inc.
WAYNE	27754-22	11-12-028-21W4	Well	08-23-028-21W4	Satellite	Manitok Energy Inc.
WAYNE	27754-24	15-12-028-21W4	Well	11-12-028-21W4	Satellite	Manitok Energy Inc.
WAYNE	27754-25	16-12-028-21W4	Well	11-12-028-21W4	Satellite	Manitok Energy Inc.
WAYNE	27754-26	12-34-028-21W4	Satellite	08-23-028-21W4	Satellite	Manitok Energy Inc.
WAYNE	27754-32	15-12-028-21W4	Well	11-12-028-21W4	Satellite	Manitok Energy Inc.
WAYNE	27754-41	05-13-028-21W4	Well	11-12-028-21W4	Satellite	Manitok Energy Inc.
WAYNE	57270-1	11-12-028-21W4	Pipeline	06-13-028-21W4	Pipeline	Manitok Energy Inc.
WAYNE	57273-7	08-23-028-21W4	Satellite	14-14-028-21W4	Well	Manitok Energy Inc.
WAYNE	57273-8	08-23-028-21W4	Satellite	14-14-028-21W4	Well	Manitok Energy Inc.
WAYNE	57273-9	08-23-028-21W4	Satellite	14-14-028-21W4	Well	Manitok Energy Inc.
WAYNE	57273-10	14-13-028-21W4	Pipeline	05-18-028-20W4	Well	Manitok Energy Inc.
WAYNE	57273-14	08-23-028-21W4	Satellite	09-27-028-21W4	Pipeline	Manitok Energy Inc.
WAYNE	57273-16	15-27-028-21W4	Pipeline	12-34-028-21W4	Satellite	Manitok Energy Inc.
WAYNE	57273-17	03-18-028-20W4	Well	12-07-028-20W4	Pipeline	Manitok Energy Inc.


COURT FILE NUMBER	25-2332583 25-2332610 25-2335351
COURT	COURT OF QUEEN'S BENCH OF ALBERTA IN BANKRUPTCY AND INSOLVENCY
JUDICIAL CENTRE	CALGARY
PROCEEDINGS	IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF MANITOK ENERGY INC. IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF RAIMOUNT ENERGY CORP. IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF CORINTHIAN OIL CORP.
DOCUMENT	ORDER
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	Norton Rose Fulbright Canada LLP 400 3rd Avenue SW, Suite 3700 Calgary, Alberta T2P 4H2 CANADA Attention: Howard A. Gorman, QC and D. Aaron Stephenson Telephone: +1 403.267.8144 Facsimile: +1 403.264.5973 howard.gorman@nortonrosefulbright.com aaron.stephenson@nortonrosefulbright.com File No. 1001023920 Box No. 39
DATE ON WHICH ORDER WAS PRONOUNCED:	<i>May 22</i> <i>PR</i> February <u> </u> , 2020
NAME OF JUDGE WHO MADE THIS ORDER:	Romaine J.
LOCATION OF HEARING:	Calgary, Alberta

UPON the Application of Alvarez & Marsal Canada Inc. in its capacities as the receiver and manager (**Receiver**) and trustee in bankruptcy (**Trustee**) of Manitok Energy Inc. (**Manitok**); **AND UPON** reviewing the sale approval and vesting order for the Receiver's sale of Manitok assets to Persist Oil and Gas Inc. (**Persist**), filed January 18, 2019, as amended by order, filed April 12, 2019 (**Persist-Manitok SAVO**); **AND UPON** reviewing the order, filed July 9, 2018 (**Partial Discharge Order**); **AND UPON** reviewing the Sixth, Eleventh and Thirteenth Reports of the Receiver, filed January 7, September 12 and November 8, 2019; **AND UPON** having heard

from counsel for the Receiver, counsel for Persist and counsel for the Alberta Energy Regulator on November 19, 2019:

IT IS HEREBY ORDERED AND DECLARED THAT:

1. The time for service of this application and all supporting materials is abridged, if necessary, and service of this application and all supporting materials is deemed good and effective.
2. The assets listed in Schedule 1 hereto, which are the subject of a rectification and amendment order that was granted to Persist concurrently with this order (such assets being the **Nisku Pipelines and Facilities**), are Discharged Assets (as defined in the Notice of Partial Discharge, which forms part of the Partial Discharge Order) and shall be deemed to have been Discharged Assets when the Partial Discharge Order was granted on July 9, 2019.
3. The Receiver and Trustee are hereby deemed to have renounced, disclaimed and been discharged over the Nisku Pipelines and Facilities in accordance with the terms of the Partial Discharge Order.
4. This Order must be served only on those interested parties that attended or were represented at the within application on November 19, 2019, and service may be effected by facsimile, electronic mail, personal delivery or courier. Service of this order on any party not attending this application is hereby dispensed with.



J.C.Q.B.A.

Schedule 1

List of Nisku Pipelines and Facilities

Nisku Facilities

Area	Licence	Description	Surface Location	Licensee
WAYNE	F3802	Satellite	05-18-028-20W4	Manitok Energy Inc.
WAYNE	F3812	Satellite	11-12-028-21W4	Manitok Energy Inc.
WAYNE	F3831	Satellite	12-34-028-21W4	Manitok Energy Inc.

Nisku Pipelines

Area	Licence No.	From Location	From Facility	To Location	To Facility	Licensee
WAYNE	27754-17	12-07-28-20W4	Pipeline	05-18-028-20W4	Satellite	Manitok Energy Inc.
WAYNE	27754-18	12-07-028-20W4	Pipeline	05-18-028-20W4	Satellite	Manitok Energy Inc.
WAYNE	27754-19	05-18-028-20W4	Satellite	14-13-028-21W4	Pipeline	Manitok Energy Inc.
WAYNE	27754-22	11-12-028-21W4	Well	08-23-028-21W4	Satellite	Manitok Energy Inc.
WAYNE	27754-24	15-12-028-21W4	Well	11-12-028-21W4	Satellite	Manitok Energy Inc.
WAYNE	27754-25	16-12-028-21W4	Well	11-12-028-21W4	Satellite	Manitok Energy Inc.
WAYNE	27754-26	12-34-028-21W4	Satellite	08-23-028-21W4	Satellite	Manitok Energy Inc.
WAYNE	27754-32	15-12-028-21W4	Well	11-12-028-21W4	Satellite	Manitok Energy Inc.
WAYNE	27754-41	05-13-028-21W4	Well	11-12-028-21W4	Satellite	Manitok Energy Inc.
WAYNE	57270-1	11-12-028-21W4	Pipeline	06-13-028-21W4	Pipeline	Manitok Energy Inc.
WAYNE	57273-7	08-23-028-21W4	Satellite	14-14-028-21W4	Well	Manitok Energy Inc.
WAYNE	57273-8	08-23-028-21W4	Satellite	14-14-028-21W4	Well	Manitok Energy Inc.
WAYNE	57273-9	08-23-028-21W4	Satellite	14-14-028-21W4	Well	Manitok Energy Inc.
WAYNE	57273-10	14-13-028-21W4	Pipeline	05-18-028-20W4	Well	Manitok Energy Inc.
WAYNE	57273-14	08-23-028-21W4	Satellite	09-27-028-21W4	Pipeline	Manitok Energy Inc.
WAYNE	57273-16	15-27-028-21W4	Pipeline	12-34-028-21W4	Satellite	Manitok Energy Inc.
WAYNE	57273-17	03-18-028-20W4	Well	12-07-028-20W4	Pipeline	Manitok Energy Inc.



COURT FILE NUMBER	25-2332583 25-2332610 25-2335351
COURT	COURT OF QUEEN'S BENCH OF ALBERTA IN BANKRUPTCY AND INSOLVENCY
JUDICIAL CENTRE	CALGARY
PROCEEDINGS	IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF MANITOK ENERGY INC. IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF RAIMOUNT ENERGY CORP. IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF CORINTHIAN OIL CORP.
DOCUMENT	ORDER
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	Norton Rose Fulbright Canada LLP 400 3rd Avenue SW, Suite 3700 Calgary, Alberta T2P 4H2 CANADA Attention: Howard A. Gorman, QC and D. Aaron Stephenson Telephone: +1 403.267.8144 Facsimile: +1 403.264.5973 howard.gorman@nortonrosefulbright.com aaron.stephenson@nortonrosefulbright.com File No. 1001023920 Box No. 39
DATE ON WHICH ORDER WAS PRONOUNCED:	July 10, 2020
NAME OF JUDGE WHO MADE THIS ORDER:	Romaine J.
LOCATION OF HEARING:	Calgary, Alberta

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

Dated this 10 day of JULY 2020

AL
for Clerk of the Court

UPON the Application of Alvarez & Marsal Canada Inc. in its capacity as the receiver and manager (**Receiver**) of Manitok Energy Inc. (**Manitok**) and Raimount Energy Corp. (**Raimount**); **AND UPON** reviewing the Ninth through Fourteenth Reports of the Receiver; **AND UPON** reviewing the orders filed in these proceedings on January 18, 2019 (**Persist SAVO**), April 12, 2019 and October 17, 2019; **AND UPON** hearing from counsel for the Receiver and any other parties present;

IT IS HEREBY ORDERED AND DECLARED THAT:

1. The time for service of this application and all supporting materials is abridged, if necessary, and service of this application and all supporting materials is deemed good and effective.
2. The Receiver is hereby authorized to make the following distributions from the holdback established under paragraph 12(c)(ii) of the Persist SAVO (**Municipal Tax Holdback**):
 - (a) To Kneehill County, in the amount of \$357,540.45;
 - (b) To Clearwater County, in the amount of \$465,748.56;
 - (c) To the County of Taber, in the amount of \$22,757.82;
 - (d) To Wheatland County, in the amount of \$381,063.73; and
 - (e) To Rockyview County, in the amount of \$63,824.31.
3. Any distribution made in accordance with paragraph 2 herein shall fully and finally satisfy all claims by the municipality receiving such distribution by, through or against the Receiver and the estates of Manitok and Raimount, or otherwise arising from the interests of the Receiver, Manitok or Raimount in property within such municipality.
4. The undistributed remainder of the Municipal Tax Holdback shall be released to become general estate funds.
5. The portion of the holdback described under paragraph 12(c)(i) of the Persist SAVO (**Ferrier Holdback**) that was not distributed in accordance with the Fourth Interim Distribution Order, filed October 16, 2019, shall be released to become general estate funds.
6. The Receiver is hereby authorized to make an interim distribution in the amount of \$2,402,000.00 to National Bank of Canada and the Alberta Energy Regulator in accordance with the Distribution Agreement to which they are parties, as described in the Receiver's Eleventh Report.
7. Pending further order, \$94,957.59 of general estate funds shall be held by the Receiver and not distributed in recognition of asserted post-filing claims by Canadian Natural Resources Limited, the managing partner of Canadian Natural Resources and Canadian Natural Resources Northern Alberta Partnership.
8. The Tenth through Fourteenth Reports of the Receiver and the actions taken by the Receiver as described therein are hereby approved.

9. The Receiver's interim statement of receipts and disbursements through to June 3, 2020, including receipts and disbursements previously approved, as described in the Fourteenth Report of the Receiver, is hereby approved.
10. The fees and expenditures of the Receiver and Receiver's legal counsel (including the Receiver's two sets of conflict counsel) between May 1, 2019 and April 30, 2020 are hereby approved.



J.C.Q.B.A.



Court of Queen's Bench of Alberta

Citation: Manitok Energy Inc (Re), 2021 ABQB 227

Date:

Docket: B201 332583, B201 332610, B201 335351

Registry: Calgary

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.

Between:

**Alvarez & Marsal Canada Inc. in its capacity as the Court-appointed receiver and
manager of Manitok Energy Inc.**

Applicant

- and -

Prentice Creek Contracting Ltd. and Riverside Fuels Ltd.

Respondents

**Reasons for Decision
of the
Honourable Madam Justice B.E. Romaine**

I. Introduction

[1] The sole issue in this application is whether end-of-life obligations associated with the abandonment and reclamation of unsold oil and gas properties must be satisfied by the Receiver from Manitok's estate in preference to satisfying what may otherwise be first-ranking builders' lien claims based on services provided by the lien claimants before the receivership date.

[2] In the specific circumstances of these proceedings, the respondent lien claimants, if their lien claims are valid, have priority to funds held in trust arising from the sale of certain property by the Receiver.

II. Facts

[3] On February 20, 2018, Alvarez & Marsal Canada Inc. was appointed receiver and manager (the "Receiver") of all of the assets and properties, including all proceeds of sale thereof, of Manito Energy Inc. and its wholly owned subsidiary Raimount Energy Corp. pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3, as amended and section 13(2) of the *Judicature Act*, RSA 2000, c J-2.

[4] Concurrently, Manito, Raimount and another subsidiary, Corinthian Oil Corp., were deemed bankrupt and Alvarez & Marsal became the trustee in bankruptcy of each of them.

[5] At the time of its insolvency, Manito was an Alberta Energy Regulator licensee of 907 wells and 137 facilities and pipelines with an associated deemed liability for end-of-life obligations of \$72.2 million.

[6] Subsequently, the Receiver entered into a purchase and sale agreement with Persist Oil & Gas Inc. for certain property of the debtors. The sale approval and vesting order, filed on January 18, 2019, discharged certain lien registrations, including those of the applicants Prentice Creek Contracting Ltd. and Riverside Fuels Ltd., and required the Receiver to establish separate holdbacks for Prentice and Riverside in the total amount of \$581,778.48 to stand in the place and stead of their lien registrations pending further order of the Court. The lien claims arise from services provided prior to the receivership.

[7] The sale to Persist had not closed when the Supreme Court decision in *Orphan Well Association v Grant Thornton Ltd.*, 2019 SCC 5 ("*Redwater*") was released on January 31, 2019.

[8] The sale of Persist closed on April 15, 2019. Under the purchase and sale agreement, Persist assumed all environmental liabilities with respect to the assets that are the subject of the discharged liens.

[9] The purchase and sale agreement includes the following terms:

11. For the purposes of determining the nature and priority of Claims, and pending any further or other distribution Order of this Court.

(a) 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...(emphasis added)

12 ... the amount to be [held in trust by the Receiver] shall include at least the following with respect to the following contingent or disputed claims:

- (a) \$119,093.08 in relation to builders' lien claims filed by [Riverside] in relation to certain Purchased Assets;
- (b) \$462,685.40 in relation to builders' lien claims filed by [Prentice] in relation to certain Purchased Assets; ...

[10] Although the agreement and the order have been amended, the parties are in agreement that the amendments do not impact the provisions relating to the lien holdbacks.

[11] In accordance with a Partial Discharge Order filed July 9, 2019, the Receiver renounced and disclaimed and was discharged over the majority of the remaining unsold oil and gas assets in the Manitok estate. Despite the Receiver's further efforts in collaboration with the AER, many of the retained assets had proved to be unsaleable.

[12] The AER issued abandonment and reclamation orders to Manitok on August 1, August 12, August 21 and August 30, 2019, including to its remaining working interest participants. Where there were no remaining responsible parties, the AER designated the sites as "orphan" to enable the abandonment and reclamation work to be conducted by the Orphan Well Association. It is anticipated that end-of-life obligations are in the neighbourhood of \$44.5 million, substantially more than the proceeds of sale of the debtors' estates.

[13] According to the lienholders, the AER orders do not relate to any of the assets sold to Persist.

[14] The Receiver anticipates renouncing and disclaiming the remaining unsold assets. Total realizations from the receivership will be substantially less than the cost of satisfying the end-of-life obligations associated with the discharged assets.

[15] Although the parties have agreed to proceed with this application on the basis that the lien claims are valid, the Receiver has concerns about such validity, and reserved the right to dispute that issue if the lien claimants are found to have priority over end-of-life obligations.

[16] The most significant stakeholders in the receivership are the National Bank of Canada and the Alberta Energy Regulator. The NBC continues to hold a first charge over all of the undistributed assets of the debtors and the proceeds therefrom. As a result of the *Redwater* decision, the AER is a significant stakeholder in the receivership even though it is not a "creditor" *per se* (*Redwater* at para 122).

III. Analysis

A. Prentice Creek Contracting Ltd.

[17] Prentice Creek submits that it was not the intention of the decision in *Redwater* to extend the enforcement of end-of-life obligations against specific assets improved by a lienholder that are unrelated to the environmental condition or damaged properties of Manitok. Prentice Creek notes that its liens were registered against property that was sold to Persist, which has assumed all of the end-of-life obligations of that property.

[18] The work performed by Prentice Creek related to the reclamation and clean-up of specific oil and gas sites.

[19] The Receiver submits that, in accordance with *Redwater*, end-of-life obligations must be satisfied in preference to any builders' liens that may otherwise be first ranking.

B. Riverside Fuels Ltd.

[20] Riverside submits that the holdback funds should be used to satisfy the debt owing to Riverside on the basis of equity and unjust enrichment. It notes that the materials furnished and services provided enhanced the particular assets, and that the liened assets are unrelated to the environmental claims and end-of-life obligations for the remaining assets.

[21] Riverside's liens relate to the provision of fuels and lubricants on a periodic basis for use at specific production and operation sites. While Riverside continued to provide services after the commencement of the receivership, its lien claims relate to services provided before that time.

[22] The Receiver responds with the same submission as it made with respect to Prentice Creek: end-of-life obligations must be satisfied in preference to builders' liens that may otherwise be first ranking.

C. The Effect of the *Redwater* Decision on the Claims

[23] In order to determine whether the *Redwater* decision is dispositive of this application, it is necessary to analyze the decision.

[24] Counsel for the Receiver has provided a useful summary of the *Redwater* decision as follows:

- Trustees in bankruptcy are bound by and must act in compliance with valid provincial laws, provided the obligations thereunder do not constitute provable claims and no conflict engages the paramountcy doctrine.
- Regulatory laws governing abandonment and reclamation are valid provincial laws of general application. They do not conflict with the BIA or frustrate the purpose of the BIA, even though estate assets may have to be expended to comply with provincial regulatory laws.
- Abandonment and reclamation obligations are not provable claims because a regulator is not a creditor when enforcing a public duty. Further, any right of reimbursement in the circumstances of the case was too speculative to be accepted as a provable claim by the AER.
- In the result, the *Redwater* estate must comply with ongoing environmental obligations that are not claims provable in bankruptcy (para 162).

[25] However, as submitted by the lien claimants, the facts and certain comments of the Court in *Redwater* are relevant to add context to the findings of the Court.

[26] *Redwater* was the AER licensee of about 84 oil and gas wells, seven facilities, and 36 pipelines. Of these, only 19 wells were producing; the remainder were inactive. Most of these were spent and burdened with abandonment and reclamation liabilities that exceeded their value (*Redwater*, para 48).

[27] *Redwater* was placed into receivership on May 12, 2015. Within two days, the AER advised the Receiver that it must fund its abandonment obligations before it distributed any funds or finalized a proposal to creditors. The AER warned that it would not approve a transfer unless both transferee and transferor would be in a position to fulfil all regulatory obligations (para 47).

[28] In response, the Receiver advised that it was only taking possession and control of the productive wells and, in its view, it had no obligation with respect to renounced assets (para 50). Almost immediately, the AER issued orders requiring Redwater to suspend and abandon the renounced assets, such work to be carried out within a short period of time (para 51).

[29] Soon after that, the AER and the OWA applied for an order declaring that the Receiver's renunciation of assets was void, requiring the Receiver to comply with the abandonment orders and requiring it to fulfill its statutory obligations as licensee in relation to the abandonment, reclamation and remediation of all of Redwater's licensed properties. The AER did not seek to hold the Receiver liable for these obligations beyond the assets in the Redwater estate.

[30] The Receiver cross-applied, seeking approval to pursue a sales process excluding the renounced assets and an order directing that the AER could not prevent the transfer of the licenses of the retained assets on the basis of, among other things, a failure to comply with the abandonment orders, refusal to take possession of the renounced assets or Redwater's outstanding debts to the regulator (para 52).

[31] The chambers judge approved the sale procedure. It appears that at the time of the hearing before the Supreme Court, Redwater's assets had been sold and the sale proceeds were being held in trust (para. 108).

[32] Chief Justice Wagner made certain comments in the majority decision that are relevant to this application.

[33] At para 75, on the issue of paramountcy, he noted that the result of a trustee's "disclaimer" of real property, "where an environmental order has been made in relation to that property" is that the trustee is protected from personal liability, while the ongoing liability of the bankrupt estate is unaffected."

[34] In interpreting section 14.06(4) of the *BIA*, the Chief Justice stated that "[u]nder s. 14.06(4)(a)(ii), a trustee is not personally liable for an environmental order where the trustee abandons, disposes of or otherwise releases any interest in any real property", thus making it clear that s.14.06(4)'s scope in limiting the personal liability of a trustee is not narrowed to disclaimer in the formal sense (para 87).

[35] He notes further that "the provision is clear that, where an environmental order has been made, the result of an act of 'disclaimer' is the cessation of personal liability" (para 86).

[36] In para 96, the Court noted that, prior to 1997, "it was unclear what effect 'disclaimers' might have on the liability of the bankrupt estate, given that environmental legislation imposed liability based on the achievement of the status of owner, party in control or licensee" (emphasis added) (see also para 97).

[37] Thus, the Court concluded, disclaimer by a trustee "has no effect on the bankrupt estate's continuing liability for orders to remedy any environmental condition or damage" (para 98). "[The trustee] continues to have the responsibilities and duties of a 'licensee' to the extent that assets remain in the Redwater estate" (para 114).

[38] In the majority's conclusion on whether end-of-life obligations are claims provable in bankruptcy, Wagner, CJ found that such obligations are not claims, and therefore do not conflict with the general priority scheme in the *BIA*. In support of this conclusion, he notes at para 159:

In crafting the priority scheme set out in the *BIA*, Parliament intended to permit regulators to place a first charge on real property of a bankrupt affected by an environmental condition or damage in order to fund remediation (see s. 14.06(7)). Thus, the *BIA* explicitly contemplates that environmental regulators will extract value from the bankrupt's real property if that property is affected by an environmental condition or damage. Although the nature of property ownership in the Alberta oil and gas industry meant that s.14.06(7) was unavailable to the Regulator, the Abandonment Order and the LMR replicate s.14.06(7)'s effect in this case. Furthermore, it is important to note that Redwater's only substantial assets were affected by an environmental condition or damage. Accordingly, the Abandonment Orders and LMR requirements did not seek to force Redwater to fulfill end-of-life obligations with assets unrelated to the environmental condition or damage. In other words, recognizing that the Abandonment Orders and LMR requirements are not provable claims in this case does not interfere with the aims of the *BIA* - rather, it facilitates them. (emphasis added)

[39] It is here that the distinction between the facts of Redwater and the facts in this case becomes apparent. In this case, the AER is seeking to require Manitok to fulfill end-of-life obligations with assets unrelated to the environmental condition or damage represented by the abandonment orders it has issued, assets over which Manitok no longer has ownership or control. This change in ownership occurred prior to any action by the AER, so that the orders a) do not apply to property over which the respondents claim a lien, and b) do not apply to contiguously owned property at the time.

[40] The Supreme Court in paragraph 159 finds support for the conclusion that requiring Redwater to pay for abandonment before distributing value to creditors does not disrupt the priority scheme of the *BIA* by referring to section 14.06(7), which allows a regulator to place a charge on the real property of the debtor that is contaminated or affected by an environmental condition, but only on that property or contiguous property.

[41] The Court notes that abandonment orders "replicate s.14.06(7)'s effect". Clearly, the decision of the Court in *Redwater* expands the limited scope of section 14.06(7), but it does not appear to expand it to cover trust funds relating to the proceeds of sale of property to which the debtors no longer have the status of "owner, party in control, or licensee" at the time the orders were issued.

[42] Thus, the findings in *Redwater* do not extend to a situation, such as in this case, where property unrelated to property that is affected by an environmental condition is sold to a new licensee before any abandonment or reclamation orders are made, and where the new licensee assumes the inherent end-of-life obligations for that property. In this case, the AER is not at risk for any current costs of reclamation of the transferred property.

[43] The lien claimants were protected by the purchase agreement terms that were approved by court order. As the funds have been held in trust in accordance with the order and the purchase and sale agreement pending resolution of the claims, they are not property of the estate, and would not become part of the estate unless the claims are denied. As the Court in *Redwater* comments at para 114, a trustee, or Receiver/trustee in this case, has the responsibilities and duties of a licensee "to the extent that assets remain in the ... estate".

[44] Therefore, the decision in *Redwater* does not provide priority to the trust funds to the AER in these circumstances. Assuming that the liens are valid, and that they only refer to the Persist lands, there is no reason to deny the lien holders' claims to the proceeds in trust.

[45] It is not necessary to consider the claims of other creditors, as this application involves only the amounts held in trust.

D. Other Submissions

1. Unjust Enrichment

[46] Both Prentice Creek and Riverside submit that the release of the trust funds to satisfy end-of-life obligations of Manitok would be an unjust enrichment of the AER. However, whether or not the enrichment and corresponding deprivation requirements for a finding of unjust enrichment could be satisfied in this case, there would have been a juristic reason for the enrichment if I am incorrect in finding that the decision in *Redwater* does not extend to the facts in this case, arising from the statutory obligation. Therefore, if I am incorrect in my interpretation of *Redwater*, I would not find a constructive trust arising from unjust enrichment to be an appropriate remedy.

2. Equity and Fairness

[47] Riverside submits that this Court could find for the lien claimants on the basis of equity and fairness. Neither the *Judicature Act* nor the *BIA* give the Court carte blanche to do what is fair despite binding authority. In any event, the same argument could be made on behalf of any creditor of the debtors that supplied goods or services, particularly secured creditors, who prior to the decision in *Redwater* had reason to think that they had done all that was necessary or possible to ensure the priority of their claims.

3. Status of Lien Claimants

[48] Riverside also submits that lien claimants are not creditors; that they have a proprietary claim that is not subject to the *BIA* priority scheme. This is incorrect. The essence of the lien provisions is that they create a lien over the property that was improved or remediated, and if the property is sold, the lien goes with the property, or, in this case the proceeds of sale held in trust. It is a security interest subject to the priority scheme of the *BIA* in the same way as other provable claims: *BIA* section 2, definition of "secured creditor".

IV. Conclusion

[49] In the specific circumstances of this case, I find that the *Redwater* decision does not affect the rights of Prentice Creek and Riverside to the trust funds arising from the Persist purchase of Manitok's property.

[50] If the parties are unable to agree on costs, they may make written submissions on that issue.

Dated at Calgary, Alberta this 24th day of March, 2021.



B.E. Romaine
J.C.Q.B.A.

Appearances:

Howard A. Gorman, QC, D. Aaron Stephenson and Meghan Parker
for the Receiver/ Trustee

Glyn L. Walters
for Prentice Creek Contracting Ltd.

Garrett S.E. Hamilton
for Riverside Fuels Ltd.

Maria Lavelle
for the Alberta Energy Regulator

Distributed to Duty Judge

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

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

JUDICIAL CENTRE CALGARY

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

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

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

DOCUMENT **ORDER**

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
PARTY FILING THIS
DOCUMENT

Norton Rose Fulbright Canada LLP
400 3rd Avenue SW, Suite 3700
Calgary, Alberta T2P 4H2 CANADA

**Attention: Howard A. Gorman, Q.C., D. Aaron Stephenson, Meghan
L. Parker**

Telephone: +1 403.267.8144
Facsimile: +1 403.264.5973
howard.gorman@nortonrosefulbright.com
aaron.stephenson@nortonrosefulbright.com
meghan.parker@nortonrosefulbright.com
File No. 1001023920

DATE ON WHICH ORDER WAS PRONOUNCED: March 24, 2021

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

LOCATION OF HEARING: Calgary, Alberta

UPON the Application of Alvarez & Marsal Canada Inc. in its capacity as the receiver and manager of Manitok Energy Inc. (the **Receiver**); **AND UPON** reviewing the Sixth through Fifteenth Reports of the Receiver, all filed; **AND UPON** reviewing the Receivership Order, filed February 20, 2018, and the Persist Sale Approval and Vesting Order, filed January 18, 2019, as amended (**Persist SAVO**); **AND UPON** reviewing the Affidavits of Allan Adams, Donald Hamilton, and Laura Chant (all filed October 8, 2020); **AND UPON** reviewing written Briefs of Law from the Receiver, Prentice Creek Contracting Ltd. (**Prentice Creek**), Riverside Fuels Ltd. (**Riverside**) and the Alberta Energy Regulator (**AER**); **AND UPON** hearing from counsel for the Receiver, Prentice Creek, Riverside and the AER:



61066

IT IS HEREBY ORDERED AND DECLARED THAT:

1. Under Rule 7.1, the following issue was presented to the Court for determination:

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

2. In the specific circumstances of this case, the defined issue in paragraph 1 herein is answered in the negative, and the rights of Prentice Creek and Riverside to certain holdbacks (defined in paragraph 12(a) and (b) of the Persist SAVO) are accordingly not affected by the end-of-life obligations.
3. The holdbacks referenced in paragraph 2 herein shall remain in trust pending resolution of the builders' lien claims and the rights of Prentice Creek and Riverside, or further order.
4. If the parties are unable to agree on costs, they may make written submissions on that issue.
5. This Order must be served only on those interested parties who attended the hearing of the within Application, and service may be effected on same by electronic mail. Service of this Order on any party who did not attend at the hearing is hereby dispensed with.



J.C.Q.B.A.

CONSENTED as to Form and Content:

Altalaw LLP

Per: _____

Glyn Walters
Counsel to Prentice Creek
Contracting Ltd.

Hamilton Baldwin Law

Per: _____

Garrett SE Hamilton
Counsel to Riverside Fuels Ltd.

Alberta Energy Regulator

Per: _____

Maria Lavelle

IT IS HEREBY ORDERED AND DECLARED THAT:

1. Under Rule 7.1, the following issue was presented to the Court for determination:

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

2. In the specific circumstances of this case, the defined issue in paragraph 1 herein is answered in the negative, and the rights of Prentice Creek and Riverside to certain holdbacks (defined in paragraph 12(a) and (b) of the Persist SAVO) are accordingly not affected by the end-of-life obligations.
3. The holdbacks referenced in paragraph 2 herein shall remain in trust pending resolution of the builders' lien claims and the rights of Prentice Creek and Riverside, or further order.
4. If the parties are unable to agree on costs, they may make written submissions on that issue.
5. This Order must be served only on those interested parties who attended the hearing of the within Application, and service may be effected on same by electronic mail. Service of this Order on any party who did not attend at the hearing is hereby dispensed with.

J.C.Q.B.A.

CONSENTED as to Form and Content:

Altalaw LLP

Per: _____

Glyn Walters
Counsel to Prentice Creek
Contracting Ltd.

Hamilton Baldwin Law

Per: _____

Garrett SE Hamilton
Counsel to Riverside Fuels Ltd.

Alberta Energy Regulator

Per: _____

Maria Lavelle

IT IS HEREBY ORDERED AND DECLARED THAT:

1. Under Rule 7.1, the following issue was presented to the Court for determination:

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

2. In the specific circumstances of this case, the defined issue in paragraph 1 herein is answered in the negative, and the rights of Prentice Creek and Riverside to certain holdbacks (defined in paragraph 12(a) and (b) of the Persist SAVO) are accordingly not affected by the end-of-life obligations.
3. The holdbacks referenced in paragraph 2 herein shall remain in trust pending resolution of the builders' lien claims and the rights of Prentice Creek and Riverside, or further order.
4. If the parties are unable to agree on costs, they may make written submissions on that issue.
5. This Order must be served only on those interested parties who attended the hearing of the within Application, and service may be effected on same by electronic mail. Service of this Order on any party who did not attend at the hearing is hereby dispensed with.

J.C.Q.B.A.

CONSENTED as to Form and Content:

Altalaw LLP

Hamilton Baldwin Law

Per: _____

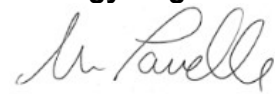
Glyn Walters
Counsel to Prentice Creek
Contracting Ltd.

Per: _____

Garrett SE Hamilton
Counsel to Riverside Fuels Ltd.

Alberta Energy Regulator

Per: _____


Maria Lavelle

COURT OF APPEAL OF ALBERTACOURT OF APPEAL FILE
NUMBER**2101-0085AC**

Clerk's Stamp

TRIAL COURT FILE NUMBER / 25-2332583
ESTATE NUMBERS 25-2332610
25-2335351

REGISTRY OFFICE CALGARY

APPLICANT ALVAREZ & MARSAL CANADA INC. in its capacity as
the Court-appointed receiver and manager of MANITOK
ENERGY INC.STATUS ON APPEAL PROPOSED APPELLANT
STATUS ON APPLICATION APPLICANTRESPONDENTS PRENTICE CREEK CONTRACTING LTD., RIVERSIDE
FUELS LTD. and ALBERTA ENERGY REGULATORSTATUS ON APPEAL PROPOSED RESPONDENTS
STATUS ON APPLICATION RESPONDENTSDOCUMENT **CIVIL NOTICE OF APPEAL**APPELLANT'S ADDRESS FOR **Norton Rose Fulbright Canada LLP**
SERVICE AND CONTACT 400 3rd Avenue SW, Suite 3700
INFORMATION OF PARTY Calgary, Alberta T2P 4H2
FILING THIS DOCUMENT Phone: 403.267.8222 / Fax: 403.264.5973Howard A. Gorman Q.C. / D. Aaron Stephenson / Meghan
L. ParkerCounsel for the Applicant, the Receiver (File #
1001023920)**WARNING**To the Respondent: If you do not respond to this appeal as provided for in the Alberta Rules of
Court, the appeal will be decided in your absence and without your input.

1. Particulars of Judgment, Order or Decision Appealed From:

Date pronounced: March 24, 2021

Date entered: March 24, 2021

Date served: March 24, 2021

Official neutral citation of reasons for decision, if any: 2021 ABQB 227
(do not attach copy)

(Attach a copy of order or judgment: Rule 14.12(3). If a copy is not attached, indicate under item 14 and file a copy as soon as possible: Rule 14.18(2).)

2. Indicate where the matter originated:

X Court of Queen's Bench

Judicial Centre: Calgary

Justice: B.E.C. Romaine

On appeal from a Queen's Bench Master or Provincial Court Judge?:

Yes **X No**

Official neutral citation of reasons for decision, if any, of the Master or Provincial Court Judge:
(do not attach copy) **N/A**

(If originating from an order of a Queen's Bench Master or Provincial Court Judge, a copy of that order is also required: Rule 14.18(1)(c).)

Board, Tribunal or Professional Discipline Body

Specify Body: **N/A**

3. Details of Permission to Appeal, if required (Rules 14.5 and 14.12(3)(a)).

X Permission not required, or Granted:

- An appeal is available as of right pursuant to the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3, s 193(c)
- In the alternative, if leave to appeal is required, the Appellant applies for leave under the *Bankruptcy and Insolvency Act*, s 193(e), and the *Bankruptcy and Insolvency General Rules*, CRC c. 368, Rule 31(2)

(Attach a copy of the order, but not reasons for decision.)

4. Portion being appealed (Rule 14.12(2)(c)):

X Whole, or

Only specific parts (if specific part, indicate which part):

(Where parts only of a family law order are appealed, describe the issues being appealed, e.g. property, child support, parenting, etc.)

5. Provide a brief description of the issues:

Whether the Chambers Judge erred in law or in law and fact by concluding that certain holdbacks of sale proceeds did not need to be used preferentially by the Receiver to satisfy abandonment and reclamation obligations.

6. Provide a brief description of the relief claimed:

- An Order granting the Appeal;
- An Order setting aside the Decision of the Chambers Judge from March 24, 2021; and
- Costs (only if costs are awarded against the Appellant in the Court below).

7. Is this appeal required to be dealt with as a fast track appeal? (Rule 14.14)

Yes **X No**

8. Does this appeal involve the custody, access, parenting or support of a child? (Rule 14.14(2)(b))

Yes **X No**

9. Will an application be made to expedite this appeal?

X Yes No

10. Is Judicial Dispute Resolution with a view to settlement or crystallization of issues appropriate? (Rule 14.60)

Yes **X No**

11. Could this matter be decided without oral argument? (Rule 14.32(2))

Yes **X No**

12. Are there any restricted access orders or statutory provisions that affect the privacy of this file? (Rules 6.29, 14.12(2)(e), 14.83)

Yes **X No**

If yes, provide details:

(Attach a copy of any order.)

13. List respondent(s) or counsel for the respondent(s), with contact information:

Prentice Creek Contracting Ltd.
Altalaw LLP
5233 – 49 Avenue
Red Deer, AB T4N 6G5
Glyn Walters

Riverside Fuels Ltd.
Hamilton Baldwin Law
5039 50th Street
Rocky Mtn. House, AB T4T 1C1
Garrett SE Hamilton

glwalters@altalaw.ca

T: 403-343-0812

F: 403-340-3545

garrett@hamiltonbaldwin.com

T: 403-845-7301

F: 403-845-7301

Alberta Energy Regulator

Suite 1000, 250 – 5 Street SW

Calgary, AB T2P 0R4

Maria Lavelle

mlavelle@aer.ca

T: 403-297-3736

F: 403-297-7031

If specified constitutional issues are raised, service on the Attorney General is required under s. 24 of the Judicature Act: Rule 14.18(1)(c)(viii).

14. Attachments (check as applicable)

Order or judgment under appeal if available (not reasons for decision) (Rule 14.12(3))

Order of Chambers not yet available. The applicant will provide a copy of the Order once it is available.

N/A Earlier order of Master, etc. (Rule 14.18(1)(c))

N/A Order granting permission to appeal (Rule 14.12(3)(a))

N/A Copy of any restricted access order (Rule 14.12(2)(e))

If any document is not available, it should be appended to the factum, or included elsewhere in the appeal record.

COURT OF APPEAL OF ALBERTA

COURT OF APPEAL FILE NUMBER 2101-0085AC

Clerk's Stamp



TRIAL COURT FILE NUMBER / ESTATE NUMBERS
25-2332583
25-2332610
25-2335351

REGISTRY OFFICE CALGARY

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

STATUS ON APPEAL PROPOSED APPELLANT
STATUS ON APPLICATION APPLICANT

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

STATUS ON APPEAL PROPOSED RESPONDENTS
STATUS ON APPLICATION RESPONDENTS

DOCUMENT **ORDER**
Re: Leave to Appeal

APPELLANT'S ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT
Norton Rose Fulbright Canada LLP
400 3rd Avenue SW, Suite 3700
Calgary, Alberta T2P 4H2
Phone: 403.267.8222 / Fax: 403.264.5973

Howard A. Gorman Q.C. / D. Aaron Stephenson / Meghan L. Parker

Counsel for the Applicant, the Receiver (File # 1001023920)

DATE ORDER WAS PRONOUNCED: June 17, 2021

LOCATION OF HEARING: Calgary, Alberta (via WebEx)

NAME OF JUDGES WHO GRANTED ORDER: Mr. Justice J.D.B. McDonald


UPON THE APPLICATION of Alvarez & Marsal Canada Inc., in its capacity as the Court-appointed receiver and manager of Manito Energy Inc. (the **Receiver**) seeking permission to appeal the decision of the Honourable Madam Justice B.E.C. Romaine, *Manito Energy Inc (Re)*, 2021 ABQB 227 (the **Decision**).

AND UPON HAVING READ the Memorandum of Argument and other material filed by the Receiver and the Respondents, Prentice Creek Contracting Ltd., Riverside Fuels Ltd. and Alberta Energy Regulator;

AND UPON HEARING counsel for the Parties;

IT IS HEREBY ORDERED THAT:

- 1 The Receiver is granted permission to appeal the whole of the Decision.
- 2 The Receiver's appeal of the Decision shall proceed on an expedited basis.
- 3 This Order may be approved in counterpart and by electronic transmission.


for _____
Registrar, Court of Appeal

CONSENTED as to Form and Content:


Altalaw LLP

Hamilton Baldwin Law

Per: _____
Glyn Walters
*Counsel to Prentice Creek
Contracting Ltd.*

Per: _____
Garrett SE Hamilton
Counsel to Riverside Fuels Ltd.

Alberta Energy Regulator

Per: 
_____ Maria Lavelle
Counsel to Alberta Energy Regulator

UPON THE APPLICATION of Alvarez & Marsal Canada Inc., in its capacity as the Court-appointed receiver and manager of Manitok Energy Inc. (the **Receiver**) seeking permission to appeal the decision of the Honourable Madam Justice B.E.C. Romaine, *Manitok Energy Inc (Re)*, 2021 ABQB 227 (the **Decision**).

AND UPON HAVING READ the Memorandum of Argument and other material filed by the Receiver and the Respondents, Prentice Creek Contracting Ltd., Riverside Fuels Ltd. and Alberta Energy Regulator;

AND UPON HEARING counsel for the Parties;

IT IS HEREBY ORDERED THAT:

- 1 The Receiver is granted permission to appeal the whole of the Decision.
- 2 The Receiver's appeal of the Decision shall proceed on an expedited basis.
- 3 This Order may be approved in counterpart and by electronic transmission.

Registrar, Court of Appeal

CONSENTED as to Form and Content:

Altalaw LLP

Hamilton Baldwin Law

Per: _____

Glyn Walters
*Counsel to Prentice Creek
Contracting Ltd.*

Per: _____

Garrett SE Hamilton
Counsel to Riverside Fuels Ltd.

Alberta Energy Regulator

Per: _____

Maria Lavelle
Counsel to Alberta Energy Regulator

UPON THE APPLICATION of Alvarez & Marsal Canada Inc., in its capacity as the Court-appointed receiver and manager of Manito Energy Inc. (the **Receiver**) seeking permission to appeal the decision of the Honourable Madam Justice B.E.C. Romaine, *Manito Energy Inc (Re)*, 2021 ABQB 227 (the **Decision**).

AND UPON HAVING READ the Memorandum of Argument and other material filed by the Receiver and the Respondents, Prentice Creek Contracting Ltd., Riverside Fuels Ltd. and Alberta Energy Regulator;

AND UPON HEARING counsel for the Parties;

IT IS HEREBY ORDERED THAT:

- 1 The Receiver is granted permission to appeal the whole of the Decision.
- 2 The Receiver's appeal of the Decision shall proceed on an expedited basis.
- 3 This Order may be approved in counterpart and by electronic transmission.

Registrar, Court of Appeal

CONSENTED as to Form and Content:

Altalaw LLP

Per: _____
Glyn Walters
*Counsel to Prentice Creek
Contracting Ltd.*

Hamilton Baldwin Law

Per: _____
Garrett SE Hamilton
Counsel to Riverside Fuels Ltd.

Alberta Energy Regulator

Per: _____
Maria Lavelle
Counsel to Alberta Energy Regulator