

COURT FILE NUMBER	25-2332583 25-2332610 25-2335351	Clerk's Stamp
COURT	COURT OF QUEEN'S BENCH OF ALBERTA	
JUDICIAL CENTRE	CALGARY	
PROCEEDING	<p>IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF MANITOK ENERGY INC.</p> <p>IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF RAIMOUNT ENERGY CORP.</p> <p>IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF CORINTHIAN OIL CORP.</p>	
APPLICANT	ALVAREZ & MARSAL CANADA INC., IN ITS CAPACITY AS THE COURT-APPOINTED RECEIVER AND MANAGER OF MANITOK ENERGY INC. AND RAIMOUNT ENERGY CORP	
DOCUMENT	<p>APPROVAL AND VESTING ORDER</p> <p>(Sale by Receiver)</p>	
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	<p>Norton Rose Fulbright Canada LLP 3700, 400 - 3rd Avenue S.W. Calgary AB T2P 4H2</p> <p>Telephone (403) 267-8144 / (403) 267-8193 Facsimile (403) 264-5973 File No. 1001023920 Attention: Howard Gorman Q.C. / Aaron Stephenson</p>	

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 Manito 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 17~~, 2019, filed; **AND UPON REVIEWING** the Affidavit of Tom Zuorro, filed; **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, “Disputed 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. ~~Upon~~ 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 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, ~~or PrairieSky is determined to have an interest in the Disputed PrairieSky 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. ~~Until a court of competent jurisdiction finally determines the ownership of the Disputed Ember Assets, the Purchaser shall not sell, transfer, encumber or otherwise dispose of the Disputed Ember Assets, restrict or terminate the gas flow through the Disputed Ember Assets, increase flowing pressures through the Disputed Ember Assets, change the flow direction of the Disputed Ember Assets, change the gas destination of the Disputed Ember Assets, effect physical modifications to the Disputed Ember Assets, transfer licenses in respect of the Disputed Ember Assets to any third party, discontinue or abandon the Disputed Ember Assets, fail to maintain the Disputed Ember Assets, or~~

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 ~~the foregoing 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 to: seek a declaration relative to the amounts owing in respect of the Ember Receivable and Disputed 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 January 25, 2019, Ember shall serve and file the Ember Application;

(b) by no later than February 1, 2019, Ember shall serve and file any additional affidavit evidence it intends to rely upon in the Ember Application;

(c) 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, (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;

(d) 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;

(e) by no later than March 15, 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 March 22, 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 Disputed 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 Disputed Ember Payable. The issue of the ability of the Receiver to set-off any amounts owing to Manitok by Ember against any amounts owing to Ember on account of the Disputed 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 Disputed Ember Payable.

9. Notwithstanding paragraph 4 above, only the Vendor's interest in the Disputed PrairieSky Assets, being the ten (10) leases identified in **Schedule "F"** hereto, shall vest in the Purchaser, whatever that interest is determined to be by a subsequent final determination by this Court or by agreement of PrairieSky and the Purchaser. For greater clarity, the Disputed PrairieSky Assets shall vest in the Purchaser subject to PrairieSky's right to assert that the Disputed PrairieSky Assets have in fact expired and are no longer valid and subsisting leases. This Order is granted without prejudice to any application that may be made by PrairieSky or the

Purchaser to seek a determination by the Court as to whether the leases that comprise the Disputed PrairieSky Assets have (or have not) expired, whether those leases are (or are not) otherwise valid and subsisting, and what rights (if any) PrairieSky or the Purchaser have under those leases.

610. 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.

~~7. For the purposes of determining the nature and priority of Claims, the (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.

~~813.~~ 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.

~~914.~~ 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.

~~4015.~~ 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.

~~4416.~~ Immediately after the closing of the Transaction, the holders of the Permitted Encumbrances shall have no claim whatsoever against the Receiver or the Debtor.

~~4217.~~ The Receiver is to file with the Court a copy of the Receiver's Certificate, forthwith after delivery thereof to the Purchaser.

~~4318.~~ 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.

4419. Notwithstanding paragraph 43-18 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.

~~15. Notwithstanding paragraph 13 hereof, in 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.

4421. 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.

~~4522.~~ This Order shall be registered and the steps set out in paragraph ~~13-14~~ 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.

~~4623.~~ 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.

~~4724.~~ 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.

~~4825.~~ 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.

~~LICENSE TRANSFER PROCESS~~

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

~~20. The Court declares that the AER, in exercising its authority to approve, deny or impose conditions upon any transfer of the Debtor's AER licences pursuant to sections 24(1), 24(2), and 106(3) of the OGCA, sections~~

~~18(1), 18(3) and 51 of the PA, Articles 4, 6, 8 and 10 of Directive 006: Licensee Liability Rating (LLR) Program and License Transfer Process (“Directive 006”), or otherwise, shall not consider the deemed asset values and deemed liabilities associated with the Renounced PNG Assets for the purposes of calculating the liability management rating (“LMR”) of the Debtor either before or after the transfer, and shall not consider any of the following:~~

- ~~(a) any obligation of the Debtor to pay a security deposit under section 5 of Directive 006 or section 8 of Appendix II to Directive 006 or under the OGCA or Pipeline Act;~~
- ~~(b) any failure of the Debtor, or the Receiver to comply with orders, including abandonment orders, issued from time to time by the AER with respect to the Renounced PNG Assets or provide security deposits therefor;~~
- ~~(c) the renunciation by the Receiver pursuant to section 14.06(4) of the BIA of Renounced PNG Assets;~~
- ~~(d) the compliance record of the Debtor, its directors, officers, employees, security holders and agents, prior to the pronouncement of the Receivership Order, other than with respect to any legitimate health, safety and environmental matters associated with the Purchased Assets licensed under the OGCA or Pipeline Act that are subject to a license transfer application by the Receiver and/or Purchaser pursuant to the Purchase and Sale Agreement;~~
- ~~(e) the Debtor’s status under the AER’s Directive 019 — Compliance Assurance or any successor thereof, including whether or not the Debtor is in a “Global Refer” or “Refer” status; or~~
- ~~(f) any outstanding debt owed by the Debtor to the Crown, the AER, or to the AER to the account of the “orphan fund” (as that term is defined in the OCGA), including but not limited to any administrative fees, any orphan well fund levy, the costs of suspension, abandonment or reclamation, or any other fee, levy, deposit, fine, penalty or charge of any kind whatsoever~~

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

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

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

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

MISCELLANEOUS MATTERS

~~2426.~~ 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.

~~2527.~~ 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.

~~2628.~~ Service of this Order on any party not attending this application is hereby dispensed with.

~~2729.~~ 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.

J.C.Q.B.A.

Schedule "A"

Form of Receiver's Certificate

COURT FILE NUMBER	25-2332583 25-2332610 25-2335351	Clerk's Stamp
COURT	COURT OF QUEEN'S BENCH OF ALBERTA	
JUDICIAL CENTRE	CALGARY	
PROCEEDING	IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF MANITOK ENERGY INC. IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF RAIMOUNT ENERGY CORP. IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF CORINTHIAN OIL CORP.	

RECITALS

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

B. Pursuant to an Order of the Honourable Madam Justice B.E.C. Romaine of the Court dated January 18, 2019, the Court approved the Transaction and the Purchase and Sale Agreement dated as of November 23, 2018, as amended by agreement dated December 14, 2018 (the "**Purchase and Sale Agreement**") between the Debtor by the Receiver as seller and Tantalus Energy Corp. (the "**Purchaser**") and issued an Order vesting in the Purchaser the Debtor's right, title and interest in and to the Assets (as defined in the Purchase and Sale Agreement), which vesting is to be effective upon the delivery by the Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Assets; (ii) the conditions to Closing as set out in Sections 3.2, 3.3 and 3.4 of the Purchase and Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.

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

THE RECEIVER CERTIFIES the following:

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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"

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"

Purchased Assets

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

Schedule "D"

Registrations to be Discharged

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

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

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

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

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

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

Part 1 - Encumbrances against Freehold Surface Titles

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

Part 2 - Encumbrances against Freehold Mineral Titles

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

Manitok File #	Lands	Lease Date	Certificate of Title	Registered Owner	Registration No. & Date	Caveator	Nature of Interest
M01838	TWP 22 RGE 25 W4M NE 32	May 1, 2015	141188140+1	PrairieSky	181029526 05/02/2018	NBC	Agreement Charging Land
M01839	TWP 22 RGE 25 W4M NW 32	May 1, 2015	141188140+1	PrairieSky	181029526 05/02/2018	NBC	Agreement Charging Land
M01840	TWP 22 RGE 25 W4M SE 32	May 1, 2015	141188140+1	PrairieSky	181029526 05/02/2018	NBC	Agreement Charging Land
M01841	TWP 22 RGE 25 W4M SW 32	May 1, 2015	141188140+1	PrairieSky	181029526 05/02/2018	NBC	Agreement Charging Land
M01842	TWP 22 RGE 25 W4M NE 33	May 1, 2015	141181326+10	PrairieSky	181029526 05/02/2018	NBC	Agreement Charging Land
M01843	TWP 22 RGE 25 W4M NW 33	May 1, 2015	141181326+10	PrairieSky	181029526 05/02/2018	NBC	Agreement Charging Land
M01844	TWP 22 RGE 25 W4M SW 33	May 1, 2015	141181326+10	PrairieSky	181029526 05/02/2018	NBC	Agreement Charging Land
Rockyford Area							
M00426	TWP 23 RGE 23 W4M SW 16	June 26, 1997	141185336+3	PrairieSky	181029526 05/02/2018	NBC	Agreement Charging Land
M00430	TWP 25 RGE 21 W4M NE 18	May 27, 2014	141183316+20	PrairieSky	181029526 05/02/2018	NBC	Agreement Charging Land
M00431	TWP 25 RGE 21 W4M SEC 19	May 27, 2014	141183316+19	PrairieSky	181029526 05/02/2018	NBC	Agreement Charging Land
M00432	TWP 25 RGE 21 W4M SW 30	May 27, 2014	141183536+13	PrairieSky	181029526 05/02/2018	NBC	Agreement Charging Land
M01303	TWP 25 RGE 22 W4M SEC 7	May 1, 2015	141183729+24	PrairieSky	181029526 05/02/2018	NBC	Agreement Charging Land
M01304	TWP 25 RGE 22 W4M NE 7	May 1, 2015	141183729+24	PrairieSky	181029526 05/02/2018	NBC	Agreement Charging Land
M01305	TWP 25 RGE 22 W4M NW 7	May 1, 2015	141183729+24	PrairieSky	181029526 05/02/2018	NBC	Agreement Charging Land
M01326	TWP 25 RGE 22 W4M S 17	May 1, 2015	141183855+23	PrairieSky	181029526 05/02/2018	NBC	Agreement Charging Land
M01329	TWP 25 RGE 22 W4M SE 17	May 1, 2015	141183855+23	PrairieSky	181029526 05/02/2018	NBC	Agreement Charging Land
M01330	TWP 25 RGE 22 W4M SW 17	May 1, 2015	141183855+23	PrairieSky	181029526 05/02/2018	NBC	Agreement Charging Land
M00377	TWP 25 RGE 22 W4M SEC 21	May 27, 2014	141183855+17	PrairieSky	181029526 05/02/2018	NBC	Agreement Charging Land
M01861	TWP 25 RGE 22 W4M N 21	May 27, 2014	141183855+17	PrairieSky	181029526 05/02/2018	NBC	Agreement Charging Land
M01862	TWP 25 RGE 22 W4M S 21	May 27, 2014	141183855+17	PrairieSky	181029526 05/02/2018	NBC	Agreement Charging Land
M00391	TWP 25 RGE 22 W4M SEC 22	June 15, 1969	141184219+13	PrairieSky	181029526 05/02/2018	NBC	Agreement Charging Land
M01860	TWP 25 RGE 22 W4M SEC 22	June 15, 1969	141184219+13	PrairieSky	181029526 05/02/2018	NBC	Agreement Charging Land
M00434	TWP 26 RGE 21 W4M SE 4	May 27, 2014	141183564+21	PrairieSky	181039172 15/02/2018	NBC	Agreement Charging Land
Wayne Area							
M00436	TWP 27 RGE 21 W4M NE 21	May 27, 2014	141183564+13	PrairieSky	181029526 05/02/2018	NBC	Agreement Charging Land

Manitok File #	Lands	Lease Date	Certificate of Title	Registered Owner	Registration No. & Date	Caveator	Nature of Interest
M00377	TWP 27 RGE 21 W4M SW 25, NW 25	May 27, 2014	141183564+12	PrairieSky	181029526 05/02/2018	NBC	Agreement Charging Land
M00377	TWP 27 RGE 21 W4M 26	May 27, 2014	141176329+28	PrairieSky	181029526 05/02/2018	NBC	Agreement Charging Land
M00437	TWP 27 RGE 21 W4M NW 33, SW 33	May 27, 2014	141176523+8	PrairieSky	181029526 05/02/2018	NBC	Agreement Charging Land
M00438	TWP 27 RGE 22 W4M NW 20	May 27, 2014	141183785+9	PrairieSky	181029526 05/02/2018	NBC	Agreement Charging Land
M00439	TWP 27 RGE 22 W4M NW 27	May 27, 2014	141183855+29	PrairieSky	181029526 05/02/2018	NBC	Agreement Charging Land
M00441	TWP 27 RGE 22 W4M NW 30	May 27, 2014	141181251+24	PrairieSky	181029526 05/02/2018	NBC	Agreement Charging Land
M00443	TWP 27 RGE 22 W4M NW 35	May 27, 2014	141183855+26	PrairieSky	181030864 06/02/2018	NBC	Agreement Charging Land
M01365	TWP 27 RGE 22 W4M SEC 35	May 1, 2015	141183855+26	PrairieSky	181030864 06/02/2018	NBC	Agreement Charging Land
M00444	TWP 27 RGE 23 W4M NE 35, NW 35, SW 35	May 27, 2014	141187043+11	PrairieSky	181029526 05/02/2018	NBC	Agreement Charging Land
M00414	TWP 28 RGE 20 W4M LSD 11 SEC 7	September 28, 2007	141177469+23	PrairieSky	181029526 05/02/2018	NBC	Agreement Charging Land
M00447	TWP 28 RGE 20 W4M LSDS 12, 13, SEC 7	May 27, 2014	141177469+23	PrairieSky	181029526 05/02/2018	NBC	Agreement Charging Land
M00449	TWP 28 RGE 21 W4M SE 3, NE 3	May 27, 2014	141183141+24	PrairieSky	181029526 05/02/2018	NBC	Agreement Charging Land
M00468	TWP 28 RGE 21 W4M SEC 11	May 27, 2014	141177514+18	PrairieSky	181029526 05/02/2018	NBC	Agreement Charging Land
M00451	TWP 28 RGE 21 W4M LSDS 9, 10 & 15 OF SEC 12	May 27, 2014	141183183	PrairieSky	181029526 05/02/2018	NBC	Agreement Charging Land
M00452	TWP 28 RGE 21 W4M LSDS 3, 5, 6, 7 & 10 SEC 13	May 27, 2014	141183183+1	PrairieSky	181029526 05/02/2018	NBC	Agreement Charging Land
M00377	TWP 28 RGE 21 W4M W 19	May 27, 2014	141183183+17	PrairieSky	181029526 05/02/2018	NBC	Agreement Charging Land
M00377	TWP 28 RGE 21 W4M N 30, SW 30	May 27, 2014	141183183+27	PrairieSky	181029526 05/02/2018	NBC	Agreement Charging Land
M01387	TWP 28 RGE 21 W4M NE 19	May 27, 2014	141183183+17	PrairieSky	181029526 05/02/2018	NBC	Agreement Charging Land
M01389	TWP 28 RGE 21 W4M SE 19	May 27, 2014	141183183+17	PrairieSky	181029526 05/02/2018	NBC	Agreement Charging Land
M00454	TWP 28 RGE 21 W4M SE 20	May 27, 2014	141183183+17	PrairieSky	181029526 05/02/2018	NBC	Agreement Charging Land
M01404	TWP 28 RGE 21 W4M SE 30	May 1, 2015	141183183+27	PrairieSky	181029526 05/02/2018	NBC	Agreement Charging Land
M00378	TWP 28 RGE 21 W4M NE 33	May 27, 2014	141183183+29	PrairieSky	181029526 05/02/2018	NBC	Agreement Charging Land
M00456	TWP 28 RGE 21 W4M LSDS 11, 12 OF SEC 34	May 27, 2014	141183255	PrairieSky	181029526 05/02/2018	NBC	Agreement Charging Land
M00457	TWP 28 RGE 22 W4M NW 1	May 27, 2014	141178488+16	PrairieSky	181029526 05/02/2018	NBC	Agreement Charging Land

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

Part 3 – Encumbrances registered with Alberta Energy against Crown Leases

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

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

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

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

Part 5 – Encumbrances with respect to which notice is given by the Receiver

(a) Encumbrances against Freehold Mineral Titles

<u>Manitok File #</u>	<u>Lands</u>	<u>Lease Date</u>	<u>Certificate of Title</u>	<u>Registered Owner</u>	<u>Registration No. & Date</u>	<u>Caveator</u>	<u>Nature of Interest</u>
<u>M00386</u>	<u>TWP 25 RGE 22 W4M PTN SE 10 - (PLAN 2540)</u>	<u>February 7, 2003</u>	<u>051448337</u>	<u>F & B Andrus</u>	<u>091303279 08/10/2009</u>	<u>Canadian Imperial Bank Commerce</u>	<u>Mortgage dated September 22, 2009 between Martin Cartwright, as mortgagor, and CIBC, as mortgagee</u>

<u>Manitok File #</u>	<u>Lands</u>	<u>Lease Date</u>	<u>Certificate of Title</u>	<u>Registered Owner</u>	<u>Registration No. & Date</u>	<u>Caveator</u>	<u>Nature of Interest</u>
	<u>AM, BLOCK 8, LOTS 1-3)</u>						
<u>M00396</u>	<u>TWP 26 RGE 23 W4M PTN SEC 35</u>	<u>August 15, 1970</u>	<u>141186969+3</u>	<u>PrairieSky</u>	<u>791156467 21/09/1979</u>	<u>The Mercantile Bank of Canada</u>	<u>General Assignment under Section 82 of the Bank Act dated August 10, 1979 by ATCO Drilling Ltd. to The Mercantile Bank of Canada</u>
					<u>971230940 09/08/1997</u>	<u>Canadian Natural Resources Limited</u>	<u>Purchase and Sale Agreement dated January 1, 1997 between PanCanadian Petroleum Limited, as vendor, and Canadian Natural Resources Limited, as purchaser</u>
<u>M00437</u>	<u>TWP 27 RGE 21 W4M NW 33, SW 33</u>	<u>May 27, 2014</u>	<u>141176523+8</u>	<u>PrairieSky</u>	<u>851115243 15/07/1985</u>	<u>Lloyds Bank Canada</u>	<u>Demand Debenture dated June 17, 1985 granted by, inter alia, PRC Petroleum (1984) Ltd., in favour of Continental Bank of Canada</u>
<u>M00439</u>	<u>TWP 27 RGE 22 W4M NW 27</u>	<u>May 27, 2014</u>	<u>141183855+29</u>	<u>PrairieSky</u>	<u>8888EB 21/03/1929</u>	<u>John Patterson</u>	<u>Agreement for Sale from Canadian Pacific Railway Company</u>
<u>CARSELAND AREA</u>							
<u>M01515</u>	<u>TWP 22 RGE 25 W4M SE 20</u>	<u>December 20, 2016</u>	<u>141187859+23</u>	<u>PrairieSky</u>	<u>205HU 17/07/1959</u>	<u>Mobil Oil Canada, Ltd.</u>	<u>Petroleum and Natural Gas Lease dated January 2, 1959 between Canadian Pacific Railway Company, as lessor, and Mobil Oil of Canada, Ltd., as lessee</u>
<u>M01516</u>	<u>TWP 22 RGE 25 W4M SW 20</u>	<u>December 20, 2016</u>	<u>141187859+23</u>	<u>PrairieSky</u>	<u>205HU 17/07/1959</u>	<u>Mobil Oil Canada, Ltd.</u>	<u>Petroleum and Natural Gas Lease dated January 2, 1959 between Canadian Pacific Railway Company, as lessor, and Mobil Oil of Canada, Ltd., as lessee</u>
<u>M01517</u>	<u>TWP 22 RGE 25 W4M NW 20</u>	<u>December 20, 2016</u>	<u>141187859+23</u>	<u>PrairieSky</u>	<u>205HU 17/07/1959</u>	<u>Mobil Oil Canada, Ltd.</u>	<u>Petroleum and Natural Gas Lease dated January 2, 1959 between Canadian Pacific Railway Company, as lessor, and Mobil Oil of Canada, Ltd., as lessee</u>
<u>M01518</u>	<u>TWP 22 RGE 25 W4M NE 20</u>	<u>December 20, 2016</u>	<u>141187859+23</u>	<u>PrairieSky</u>	<u>205HU 17/07/1959</u>	<u>Mobil Oil Canada, Ltd.</u>	<u>Petroleum and Natural Gas Lease dated January 2, 1959 between Canadian Pacific Railway Company, as lessor, and Mobil Oil of Canada, Ltd., as lessee</u>
<u>WAYNE AREA</u>							
<u>M00397</u>	<u>TWP 27 RGE 21 W4M E & NW 5</u>	<u>November 19, 1968</u>	<u>141183629+3</u>	<u>PrairieSky</u>	<u>121102986 02/05/2012</u>	<u>Timberrock Energy Corp.</u>	<u>Petroleum Sublease dated November 30, 2010 between Encana Corporation, as lessor, and All Points Energy Ltd., as lessor</u>
-	-	-	-	-	<u>121102987 02/05/2012</u>	<u>Timberrock Energy Corp.</u>	<u>Petroleum Sublease dated November 30, 2010 between Encana Corporation, as lessor, and All Points Energy Ltd., as lessor</u>
-	-	-	-	-	<u>121102988 02/05/2012</u>	<u>Timberrock Energy Corp.</u>	<u>Petroleum Sublease dated November 30, 2010 between Encana</u>

<u>Manitok File #</u>	<u>Lands</u>	<u>Lease Date</u>	<u>Certificate of Title</u>	<u>Registered Owner</u>	<u>Registration No. & Date</u>	<u>Caveator</u>	<u>Nature of Interest</u>
							<u>Corporation, as lessor, and All Points Energy Ltd., as lessor</u>
<u>M00398</u>	<u>TWP 27 RGE 21 W4M SEC 9</u>	<u>November 19, 1968</u>	<u>141183629+4</u>	<u>PrairieSky</u>	<u>121138891 06/06/2012</u>	<u>Timberrock Energy Corp.</u>	<u>Petroleum Sublease dated January 30, 2012 between Encana Corporation, as lessor, and All Points Energy Ltd., as lessor</u>
-	-	-	-	-	<u>121138892 06/06/2012</u>	<u>Timberrock Energy Corp.</u>	<u>Petroleum Sublease dated January 30, 2012 between Encana Corporation, as lessor, and All Points Energy Ltd., as lessor</u>

(b) Encumbrances registered with Alberta Energy against Crown Leases

<u>Manitok File No.</u>	<u>Lands</u>	<u>Crown Lease / Licence</u>	<u>Registration & Date</u>	<u>Secured Party / Lienholder</u>	<u>Description Of Encumbrance</u>
<u>M00994</u>	<u>TWP 28 RGE 18 W4M N 28, SE28, N 33</u>	<u>543A</u>	<u>RB 008514RB 1975/03/07</u>	<u>Royal Bank of Canada</u>	<u>Security Notice - General Assignment under Section 82 ODG the Bank Act dated February 25, 1975 by Oak Ridge Minerals Ltd. and Hacienda Oil & Minerals Ltd. in favour of Royal Bank of Canada</u>
-	-	-	<u>SN 0202391 2002/05/08</u>	<u>Liberty Oil & Gas Ltd. and 3860337 Canada Ltd.</u>	<u>Security Notice - General Security Agreement dated May 2, 2002 granted by Lexxor Energy Inc. in favour of Liberty Oil & Gas Ltd. and 3860337 Canada Ltd.</u>
<u>M00415</u>	<u>TWP 28 RGE 21 W4M SE 12</u>	<u>17024</u>	<u>SN 8505359 1985/07/16</u>	<u>584693 Alberta Inc.</u>	<u>Security Notice - Demand Debenture dated June 17, 1985, granted by PRC Petroleum (1984) Ltd., T.E.I. Arctic Exploration Inc., and PRC-T.E.I. 1985 Limited Partnership in favour of Continental Bank of Canada</u>

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" – 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).

Comparison Details	
Title	Comparison Results
Date & Time	17/01/2019 11:49:40 AM
Comparison Time	2.68 seconds
compareDocs version	v4.2.400.30

Sources	
Original Document	[CAN_DMS][#124800180] [v3] Manitok SAVO (NRF Version).docx
Modified Document	[CAN_DMS][#124800180] [v16] Manitok SAVO (NRF Version).docx

Comparison Statistics	
Insertions	209
Deletions	9
Changes	22
Moves	0
TOTAL CHANGES	240

Word Rendering Set Markup Options	
Name	
Insertions	
Deletions	
Moves / Moves	
Inserted cells	
Deleted cells	
Merged cells	
Formatting	None.
Changed lines	Mark outside border.
Comments color	By Author.
Balloons	True

compareDocs Settings Used	Category	Option Selected
Open Comparison Report after Saving	General	Always
Report Type	Word	Track Changes
Character Level	Word	False
Include Headers / Footers	Word	False
Include Footnotes / Endnotes	Word	True
Include List Numbers	Word	True
Include Tables	Word	True
Include Field Codes	Word	True
Include Moves	Word	False
Show Track Changes Toolbar	Word	True
Show Reviewing Pane	Word	False
Update Automatic Links at Open	Word	False
Summary Report	Word	End
Include Change Detail Report	Word	Separate
Document View	Word	Print
Remove Personal Information	Word	False
Flatten Field Codes	Word	True