# ULENK OF THE LOURT

FILED.

OCT 2 9 2008

JUDICIAL CENTRE OF CALGARY

COURT FILE NUMBERS

25-2332583 25-2332610 25-2335351

COURT

COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY

PROCEEDINGS

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

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

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

#### DOCUMENT

#### FIFTH REPORT OF THE RECEIVER

**OCTOBER 29, 2018** 

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT **RECEIVER** ALVAREZ & MARSAL CANADA INC. Bow Valley Square IV Suite 1110, 250 - 6<sup>th</sup> Avenue SW Calgary, Alberta T2P 3H7 Attention: Orest Konowalchuk/Jill Strueby Telephone: (403) 538-4736 / (403) 538-4726 Email: <u>okonowalchuk@alvarezandmarsal.com</u> istrueby@alvarezandmarsal.com

**COUNSEL** 

Norton Rose Fulbright Canada LLP 400 3rd Avenue SW, Suite 3700, Calgary Alberta T2P 4H2 Attention: Howard Gorman, Q.C. /Aaron Stephenson Phone: (403) 267 8144 / (403) 267 8290 Fax: (403) 264 5973 Email: howard.gorman@nortonrosefulbright.com aaron.stephenson@nortonrosefulbright.com File: 1001023920



# TABLE OF CONTENTS OF THE FIFTH REPORT OF THE RECEIVER

INTRODUCTION	3
TERMS OF REFERENCE	5
BACKGROUND AND OVERVIEW	5
THE PURCHASE AND SALE AGREEMENTS	6
APPROVAL OF THE RECEIVER'S AND ITS COUNSEL'S FEES AND COSTS	9
PROPOSED INTERIM DISTRIBUTION	10
COMPLETION OF THE RECEIVERSHIP	11
RECEIVER'S CONCLUSIONS AND RECOMMENDATIONS	11

# LISTING OF APPENDICES TO THE FIFTH REPORT OF THE RECEIVER

APPENDIX A	Shanghai PSA - REDACTED
APPENDIX B	Bonavista PSA – REDACTED
APPENDIX C	Journey PSA - REDACTED
APPENDIX D	Summary of Receiver's Fees and Disbursements
APPENDIX E	Summary of Receiver's Counsels' Fees and Disbursements
APPENDIX F	Receiver's Certificate – Rising Star
CONFIDENTIAL APPENDIX 1	Receiver's Analysis of the Shanghai PSA, Bonavista PSA and Jouney PSA
CONFIDENTIAL APPENDIX 2	Shanghai PSA - UNREDACTED
CONFIDENTIAL APPENDIX 3	Bonavista PSA – UNREDACTED
CONFIDENTIAL APPENDIX 4	Journey PSA – UNREDACTED

# **INTRODUCTION**

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

as more fully described in the Second Report of the Receiver (the "SAF Facilities").

- 5. The Receivership Order empowers and authorizes, but does not obligate, the Receiver to, among other things, manage, operate and carry on the business of the Company and to take possession and control of its Property and of any and all proceeds, receipts and disbursements arising out of or form the Property, and to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business subject to Court approval as necessary.
- 6. On August 10, 2018, the Court approved the Sales Process as outlined in detail in the Third Report of the Receiver. The Receiver conducted the Sale Process as fully discussed in the Receiver's Fourth Report and has received various offers it wishes to now transact on, subject to Court approval. The Receiver anticipates seeking approval from the Court to enter into and approve various other purchase and sale agreements in due course.
- The purpose of this Fifth Report of the Receiver (the "Fifth Report" or "this Report") is to provide the Court with information in respect of the following:
  - a) the purchase and sale agreement ("Shanghai PSA") between the Receiver and Shanghai Energy Corporation ("Shanghai") dated October 10, 2018, along with the proposed Sale Approval and Vesting Order;
  - b) the purchase and sale agreement ("Bonavista PSA") between the Receiver and Bonavista Energy Corporation ("Bonavista") dated October 23, 2018, along with the proposed Sale Approval and Vesting Order;
  - c) the purchase and sale agreement ("Journey PSA") between the Receiver and Journey Energy Partnership ("Journey") dated October 26, 2018, along with the proposed Sale Approval and Vesting Order;

- d) the Receiver's application for the sealing of Confidential Appendices1-4 to this Report (the "Sealing Order");
- e) approval of the proposed interim distribution of funds recovered by the Receiver (the "Second Interim Distribution");
- f) approval of the Receiver and its independent legal counsel's fees and expenditures in the Receivership Proceedings; and
- g) the Receiver's conclusions and recommendations.
- Capitalized words or terms not defined or ascribed a meaning in this Report are as defined or ascribed a meaning in the Receivership Order or the previous four reports of the Receiver.
- 9. All references to dollars are in Canadian currency unless otherwise noted.

# **TERMS OF REFERENCE**

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

# **BACKGROUND AND OVERVIEW**

11. Manitok is a public oil and gas exploration and development company focusing on conventional oil and gas reservoirs in the Canadian Foothills along with crude oil in Southeast Alberta. Manitok is a corporation registered to carry on business in the Province of Alberta whose shares were traded widely on the TSX Venture Exchange before trading was halted prior to the Receivership Date. Manitok is headquartered in Calgary, Alberta and has two wholly-owned subsidiaries, Raimount and Corinthian. 12. Further background to the Company and its financial circumstances are contained in the materials filed in support of and relating to the Receivership Order. These documents and other relevant information, including the Receiver's other filed reports, have been posted by the Receiver on its website at: www.alvarezandmarsal.com/manitok (the "Receiver's Website").

# THE PURCHASE AND SALE AGREEMENTS

#### Shanghai PSA, Bonavista PSA and Journey PSA

- 13. Pursuant to paragraph 3(k) of the Receivership Order, the Receiver is empowered and authorized to market the Property, including advertising and soliciting offers in respect of the Property or any parts thereof, and negotiate such terms and conditions for the sale of the Property as the Receiver in its discretion may deem appropriate.
- 14. As discussed in the Fourth Report, an order (the "Sale Process Order") was granted on August 10, 2018 pursuant to which the Court approved a Sale Process and the Receiver's decision to retain Peters & Co. Limited as Marketing Agent. A broad-based, comprehensive marketing and sale process was then undertaken by the Receiver and the Marketing Agent in accordance with the Sale Process Order to identify suitable and qualified purchasers for the Company's Property.
- 15. After successive rounds of bidding, the Receiver (defined as the "**Vendor**" pursuant to the Shanghai PSA, Bonavista PSA and Journey PSA), in consultation with the Marketing Agent and NBC, executed the Shanghai PSA with Shanghai, the Bonavista PSA with Bonavista and the Journey PSA with Journey, all subject to Court approval.
- 16. The Shanghai PSA, Bonavista PSA and Journey PSA (collectively, the Shanghai PSA, Bonavista PSA and the Journey PSA are the "PSAs") contemplate the purchase of assets from the Company's Willesden Green and Gilby asset bases in Alberta. Details of the PSAs are outlined in Confidential Appendix 1.

- 17. The Shanghai PSA, Bonavista PSA and Journey PSA are considered by the Receiver to be the best and highest unconditional offers received to date for the assets being purchased and the Receiver believes that, together, the Shanghai PSA, Bonavista PSA and Journey PSA will provide the highest and best recovery from the Company's Willesden Green and Gilby properties. NBC supports the approval of the PSAs.
- 18. Due to the confidential nature of the information provided in the offers received on the Willesden Green and Gilby assets during the Sale Process, the Receiver is concerned that, if information about the offers from Shanghai, Bonavista and Journey is disclosed prior to the closing of the corresponding sales, such disclosure could materially jeopardize the sales or, if any or all three sales do not close, could materially jeopardize subsequent efforts by the Receiver to re-market these assets. As such, the Receiver is respectfully of the view that it is appropriate for this Honourable Court to seal the following confidential appendices to the Fifth Report:
  - a) the Receiver's analysis on the PSAs , which includes a summary of the offers received for the Willesden Green and Gilby area properties in the Sale Process (Confidential Appendix 1);
  - b) the Shanghai PSA (Confidential Appendix 2);
  - c) the Bonavista PSA (Confidential Appendix 3); and
  - d) the Journey PSA (Confidential Appendix 4).
- 19. Redacted copies of the Shanghai PSA, Bonavista PSA and Journey PSA are attached as Appendix A, B and C to this Report, respectively.

# **Considerations to Accepting the PSAs**

20. The Receiver considered the following when it reviewed the offers received during the Sale Process for the Willesden Green and Gilby area properties, and it

believes that approval of the PSAs is in the best interest of all stakeholders for all of these reasons:

- a) the Receiver was authorized to market and sell the Properties pursuant to section 3(k) of the Receivership Order and the Sale Process Order;
- b) the PSAs arose from the Sale Process conducted by the Receiver and Marketing Agent;
- c) the Receiver acted in good faith and with due diligence;
- d) there was an extensive, broad marketing process for all of the Property (including the Willesden Green and Gilby area properties) that was conducted by an experienced marketing consultant to a large number of prospective purchasers over a reasonable timeframe;
- e) NBC is supportive of the PSAs and the Willesden Green and Gilby area properties are considered NBC Secured Property;
- f) each of the PSAs were negotiated between parties at arm's length in good faith and are commercially reasonable under the circumstances; and
- g) the Receiver determined that the offers submitted by Shanghai, Bonavista and Journey, respectively, were the highest and best unconditional offers received, each with a sizeable deposit, and were the offers with the least amount of closing risk in the circumstances.
- 21. The Shanghai PSA, Bonavista PSA and Journey PSA reflect purchases by Shanghai, Bonavista and Journey, respectively, of Petroleum and Natural Gas Rights, Tangibles and Miscellaneous Interests. (All capitalized terms in this paragraph are defined in the Shanghai PSA at Confidential Appendix 2, the Bonavista PSA at Confidential Appendix 3 and the Journey PSA at Confidential Appendix 4, respectively.)

- 22. No portions of the Willesden Green and Gilby area properties are subject to the Freehold Royalty and the PSAs do not contemplate the purchase or sale of any SAF Assets (as defined in the Sale Process Order).
- 23. The PSAs are not subject to any material conditions other than approval by the Court. As a result, the Receiver believes that the Shanghai PSA, Bonavista PSA and Journey PSA are the highest and best offers, and it is in the best interest of the Company's stakeholders to complete a sale of these Willesden Green and Gilby area properties to Shanghai, Bonavista and Journey, respectively. The Receiver considers the closing risk associated with each of the PSAs to be minimal. There was no other unconditional offer for the Willesden Green and Gilby area properties that were "better" or "higher" as at the date of this Fifth Report.

# APPROVAL OF THE RECEIVER'S AND ITS COUNSEL'S FEES AND COSTS

- 24. As previously reported and reflected in the receipts and disbursements section of the Receiver's Fourth Report, the Receiver has paid its and its legal counsel's fees and costs up to July 31, 2018 for services rendered during the administration of these Receivership Proceedings. The Receiver's interim receipts and disbursements from February 20, 2018 to September 28, 2018, which included these professional fees and costs were previously approved by this Honourable Court on October 17, 2018.
- 25. The Receiver now seeks approval of its fees and disbursements, and those of its legal counsel, from the Receivership Date to July 31, 2018 (the "Interim Taxation Period"), pursuant to paragraph 18 of the Receivership Order.
- 26. The total fees and disbursements of A&M, in its capacity as the Court-appointed Receiver of the Company, during the Interim Taxation Period are \$983,173 (excluding GST). A summary of the Receiver's fees and disbursements is attached as Appendix D to this Report.
- 27. The total fees and disbursements of NRF, the Receiver's independent legal counsel, during the Interim Taxation Period are \$472,503 (excluding GST). A

summary of NRF's fees and disbursements is attached as Appendix E to this Report.

- 28. The Receiver and NRF's fee accounts outline the date of the work completed, the description of the work completed, the length of time taken to complete the work and the name of the individual who completed the work. Copies of the invoices will be brought to the Receiver's application before this Honourable Court set for November 5, 2018 and made available to the Court at its direction, if necessary.
- 29. The Receiver is respectfully of the view that its and its counsel's fees and disbursements are fair and reasonable under the circumstances, and respectfully request the Court's approval of these accounts for the Interim Taxation Period.

# **PROPOSED INTERIM DISTRIBUTION**

- 30. Pursuant to paragraph 12 of the Receivership Order, the monies collected during the Receivership Proceedings shall be held by the Receiver to be paid or distributed in accordance with the terms of the Receivership Order or any other order of the Court.
- 31. As previously discussed, the Receiver is advised by its counsel that the NBC security as against the NBC Secured Property is valid and enforceable and ranks in priority to the unsecured creditors. If some or all of the PSAs are approved by the Court, the Receiver recommends making its Second Interim Distribution to NBC, as a partial repayment of the indebtedness owing to it in these Receivership Proceedings and to be applied toward NBC's overall indebtedness owed by Manitok to NBC. The Second Interim Distribution would be made from the net sale proceeds derived from the PSAs, less an amount to be determined by the Receiver, at its sole discretion, to be retained in order to cover future costs of administering the estate in these Receivership Proceedings and any potential priority claims.
- 32. On October 25, 2018, the Receiver made an initial interim distribution to NBC with respect to certain net sale proceeds derived from the Rising Star PSA (as

discussed in the Fourth Report and approved by this Court). A copy of the Receiver's Certificate with respect to the Rising Star PSA is attached as Appendix F to this Report.

# **COMPLETION OF THE RECEIVERSHIP**

- 33. The Receiver has to complete the following tasks to complete the administration of the Receivership:
  - a) finalize and close the Shanghai PSA, Bonavista PSA and Journey PSA, assuming each is approved by the Court;
  - b) negotiate and finalize the remaining purchase and sale agreements for the remaining properties;
  - c) complete the final regulatory filings and administrative matters; and
  - d) determine priority to remaining funds and apply to the Court for an Order approving a final distribution of remaining funds and discharging the Receiver, in due course.

# **RECEIVER'S CONCLUSIONS AND RECOMMENDATIONS**

- 34. The Receiver is of the view that it has made commercially reasonable efforts to obtain the highest realizations for the Property (including Property in the Willesden Green and Gilby area) pursuant to the Sale Process.
- 35. The Receiver is satisfied that the interests of Manitok and Raimount's financial stakeholders have been considered during the course of the Sale Process and the Receivership Proceedings, as discussed in the Fourth Report.
- 36. The Receiver is of the view that the Sale Process was efficient, effective and that the integrity of the process has been maintained throughout.

- 37. The Receiver is satisfied that the Sale Process is inherently fair and has been conducted in a manner such that no parties to the process have experienced preferential or unfair treatment.
- 38. The Receiver recommends that this Honorable Court:
  - approve the Shanghai PSA, Bonavista PSA and Journey PSA and grant Sale Approval and Vesting Orders, accordingly;
  - approve the actions and activities of the Receiver and NRF as reported in this Report;
  - c) approve Receiver's and NRF's professional fees and costs for the Interim Taxation Period;
  - d) seal Confidential Appendices 1, 2, 3 and 4; and
  - e) approve the Proposed Interim Distribution.

All of which is respectfully submitted this 29<sup>th</sup> day of October 2018.

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

>

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

# TAB A

# APPENDIX A

Shanghai PSA – REDACTED

# PURCHASE AND SALE AGREEMENT

**THIS AGREEMENT** made as of the 10<sup>th</sup> day of October, 2018.

#### **BETWEEN**:

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

- and -

**SHANGHAI ENERGY CORPORATION**, a corporation incorporated under the laws of Alberta (hereinafter referred to as "**Purchaser**")

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

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

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

# ARTICLE 1 INTERPRETATION

#### 1.1 Definitions

In this Agreement, unless the context otherwise requires:

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

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

- (b) **"AER**" means the Alberta Energy Regulator;
- (c) "Affiliate" means, with respect to any Person, any other Person or group of Persons acting in concert, directly or indirectly, that controls, is controlled by or is under common control with such Person. The term "control" as used in the preceding sentence means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person whether through ownership or more than fifty percent (50%) of the voting securities of such Person, by contract or otherwise;
- (d) "Applicable Law" means, in relation to any person, property or circumstance, all laws, statutes, rules, regulations, official directives and orders of Governmental Authorities (whether administrative, legislative, executive or otherwise), including judgments, orders and decrees of courts, commissions or bodies exercising similar functions, as amended, and includes the provisions and conditions of any permit, license or other governmental or regulatory authorization, that are in effect as at the relevant time and are applicable to such person, property or circumstance;
- (e) "Assets" means the Petroleum and Natural Gas Rights, the Tangibles, and the Miscellaneous Interests, but excluding the Excluded Assets;
- (f) **"Business Day**" means a day other than a Saturday, a Sunday or a statutory holiday in Calgary, Alberta;
- (g) "Court Order" means an order to be granted by the Court, based on the Alberta form of Approval and Vesting Order as attached in Schedule "F", which authorizes, approves and confirms this Agreement and the sale of the Assets by Vendor to Purchaser in accordance with the terms and conditions contained herein, and vests beneficial right and title to the Assets in Purchaser free and clear of all encumbrances, liens, security interests or claims, other than Permitted Encumbrances;
- (h) "Closing" means the transfer of possession, beneficial ownership and risks of the Assets from the Vendor to the Purchaser, the exchange of Specific Conveyances and payment of the Purchase Price by the Purchaser to the Vendor, and all other items and considerations required to be delivered on the Closing Date pursuant hereto;
- (i) **"Closing Date**" means 10:00 a.m. on the later of:
  - i. October 31, 2018;
  - ii. the day that is seven (7) Business Days after receipt of the Court Order;

or such other time and date as may be agreed upon in writing by the Parties;

- (j) "Closing Place" means the office of Vendor, or such other place as may be agreed upon in writing by the Parties;
- (k) **"Data Room Information**" means all information provided or made available to the Purchaser in hard copy or electronic form in relation to Manitok and/or the Assets;
- (I) **"Date of Appointment**" means February 20, 2018;
- (m) "Effective Date" means October 1, 2018;
- (n) **"Environmental Liabilities**" means all liabilities in respect of the environment which relate to the Assets or which arise in connection with the ownership thereof or operations pertaining thereto, including liabilities related to or arising from:

- (i) transportation, storage, use or disposal of toxic or hazardous substances;
- (ii) release, spill, escape, emission, leak, discharge, migration or dispersal of toxic or hazardous substances; or
- (iii) pollution or contamination of or damage to the environment;

including liabilities to compensate Third Parties for damages and Losses resulting from the items described in items (i), (ii) and (iii) above (including damage to property, personal injury and death) and obligations to take action to prevent or rectify damage to or otherwise protect the environment and, for purposes of this Agreement, "the environment" includes the air, the surface and subsurface of the earth, bodies of water (including rivers, streams, lakes and aquifers) and plant and animal life (including humans);

- (o) "Excluded Assets" means the agreements and assets listed in Schedule "G";
- (o) "Facilities" means Vendor's entire interest in and to all unit facilities under any unit agreement applicable to the Leased Substances and all other field facilities whether or not solely located on or under the surface of the Lands (or lands with which the Lands are pooled) and that are, or have been, used for production, gathering, treatment, compression, transportation, injection, water disposal, measurement, processing, storage or other operations respecting the Leased Substances, including any applicable battery, separator, compressor station, gathering system, pipeline, production storage facility or warehouse, including those field facilities specifically identified in Schedule "B" but excluding the Excluded Assets;
- (p) "General Conveyance" means the form of general conveyance attached hereto as Schedule "D";
- (q) "Governmental Authority" means any federal, national, provincial, territorial, municipal or other government, any political subdivision thereof, and any ministry, sub-ministry, agency or sub-agency, court, board, bureau, office, or department, including any government-owned entity, having jurisdiction over a Party, the Assets or the Transaction;
- (r) "GST" means the goods and services tax payable pursuant to the GST Legislation;
- (s) "**GST Legislation**" means Part IX of the *Excise Tax Act*, R.S.C. 1985, c. E-15, as amended, and the regulations promulgated thereunder;
- "Lands" means the lands set out and described in Schedule "A", and the Petroleum Substances within, upon or under such lands (subject to the restrictions and exclusions identified in Schedule "A" and in the Title Documents as to Petroleum Substances and geological formations);
- "Leased Substances" means all Petroleum Substances, rights to or in respect of which are granted, reserved or otherwise conferred by or under the Title Documents (but only to the extent that the Title Documents pertain to the Lands);
- (v) "Licence Transfers" means, in relation to the Assets, the transfer of any permits, approvals, licences and authorizations granted by any applicable Governmental Authority (including the AER) from Vendor to Purchaser;
- (w) "Losses" means all losses, costs, claims, damages, expenses and liabilities which a Person suffers, sustains, pays or incurs, including reasonable legal fees on a solicitor and his own client basis but notwithstanding the foregoing shall not include any liability for indirect or consequential damages including business loss, loss of profit, economic loss,

punitive damages or income tax liabilities, but shall include any liability for indirect or consequential damages including business loss, loss of profit, economic loss, punitive damages or income tax liabilities suffered, sustained, paid or incurred by a Third Party entitled to recovery or indemnification from a Person;

- (x) "Miscellaneous Interests" means, subject to any and all limitations and exclusions provided for in this definition, Vendor's entire interest in and to all property, assets, interests and rights pertaining to the Petroleum and Natural Gas Rights and the Tangibles (other than the Petroleum and Natural Gas Rights and the Tangibles), or either of them, but only to the extent that such property, assets, interests and rights pertain to the Petroleum and Natural Gas Rights and the Tangibles, or either of them, including any and all of the following:
  - (i) all contracts and agreements relating to the Petroleum and Natural Gas Rights and the Tangibles, or either of them (including the Title Documents);
  - (ii) all subsisting rights to carry out operations relating to the Lands or the Tangibles, and without limitation, all easements and other permits, licenses and authorizations pertaining to the Tangibles;
  - (iii) rights to enter upon, use, occupy and enjoy the surface of any lands which are used or may be used to gain access to or otherwise use the Petroleum and Natural Gas Rights and the Tangibles, or either of them;
  - (iv) all records, books, documents, licences, reports and data which relate to the Petroleum and Natural Gas Rights and the Tangibles, or either of them; and
  - (v) the Wells, including the wellbores and any and all casing;

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

- (y) "Outside Date" means December 31, 2018;
- (z) **"Overhead**" means those general and administrative fees, expenses and costs of Vendor relating directly to the management and operation of the Assets;
- (aa) "Party" means a party to this Agreement, and "Parties" means both of them;
- (bb) "Permitted Encumbrances" means:
  - (i) all encumbrances, overriding royalties, net profits interests and other burdens identified in Schedule "A";
  - (ii) any Right of First Refusal or any similar restriction applicable to any of the Assets;
  - (iii) the requirement to receive any consent applicable to the Transaction;
  - (iv) the terms and conditions of the Title Documents, including the requirement to pay any rentals or royalties to the grantor thereof to maintain the Title Documents in good standing and any royalty or other burden reserved to the grantor thereof or

any gross royalty trusts applicable to the grantor's interest in any of the Title Documents;

- 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 title;
- 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;
- (vii) liens securing taxes not yet due and payable;
- (viii) 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;
- 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;
- (x) 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);
- (xi) any obligation of Manitok or Vendor to hold any portion of its interest in and to any of the Assets in trust for Third Parties;
- (xii) 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;
- (xiii) undetermined or inchoate liens incurred or created as security in favour of any Person with respect to the development or operation of any of the Assets, as regards Vendor's or Manitok's share of the costs and expenses thereof which are not due or delinquent as of the date hereof or, if then due or delinquent are being contested in good faith by Vendor;
- (xiv) 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;
- (xv) agreements and plans relating to pooling or unitization of any of the Petroleum and Natural Gas Rights;
- (xvi) agreements respecting the operation of Wells by contract field operators;
- (xvii) provisions for penalties and forfeitures under agreements as a consequence of non-participation in operations; and
- (xviii) 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.

- (cc) **"Person**" means any individual, corporation, limited or unlimited liability company, joint venture, partnership (limited or general), trust, trustee, executor, Governmental Authority or other entity;
- (dd) "Petroleum and Natural Gas Rights" means Vendor's entire interest in and to all rights to and in respect of the Leased Substances and the Title Documents (but only to the extent that the Title Documents pertain to the Lands), including the interests set out and described in Schedule "A";
- (ee) "Petroleum Substances" means any of crude oil, crude bitumen and products derived therefrom, synthetic crude oil, petroleum, natural gas, natural gas liquids, and any and all other substances related to any of the foregoing, whether liquid, solid or gaseous, and whether hydrocarbons or not, including sulphur;
- (ff) "Prime Rate" means the rate of interest, expressed as a rate per annum, designated by the main branch in Calgary of the National Bank of Canada as the reference rate used by it to determine rates of interest charged by it on Canadian dollar commercial loans made in Canada and which is announced by such bank, from time to time, as its prime rate, provided that whenever such bank announces a change in such reference rate the "Prime Rate" shall correspondingly change effective on the date the change in such reference rate is effective;
- (gg) **"Representative**" means, with, respect to any Party, its Affiliates, and its and their respective directors, officers, servants, agents, advisors, employees and consultants;
- (hh) **"Rights of First Refusal**" means a preferential, pre-emptive or first purchase right that becomes operative by virtue of this Agreement or the Transaction;
- (ii) "Sales Taxes" means all transfer, sales, excise, stamp, license, production, value-added and other like taxes, assessments, charges, duties, fees, levies or other governmental charges of any kind, and includes additions by way of penalties, interest and other amounts with respect thereto, including GST;
- (jj) "Specific Conveyances" means all conveyances, assignments, transfers, novations and other documents or instruments that are reasonably required or desirable to convey, assign and transfer the interest of Vendor in and to the Assets to Purchaser and to novate Purchaser in the place and stead of Vendor with respect to the Assets;
- (kk) "Tangibles" means Vendor's entire interest in and to the Facilities and any and all tangible depreciable property and assets, if any, which are located within, upon or in the vicinity of the Lands and which are used or are intended to be used to produce, process, gather, treat, measure, make marketable or inject the Leased Substances or any of them, and any real property (other than the Lands);
- (II) **"Third Party**" means any individual or entity other than Receiver, Manitok, Vendor and Purchaser, including any partnership, corporation, trust, unincorporated organization, union, government and any department and agency thereof and any heir, executor, administrator or other legal representative of an individual;
- (mm) "this Agreement", "herein", "hereto", "hereof" and similar expressions mean and refer to this Agreement;
- (nn) "Title Documents" means, collectively, any and all certificates of title, leases, reservations, permits, licences, assignments, trust declarations, operating agreements, royalty agreements, gross overriding royalty agreements, participation agreements, farm-in agreements, sale and purchase agreements, pooling agreements and any other documents and agreements granting, reserving or otherwise conferring rights to (i)

explore for, drill for, produce, take, use or market Petroleum Substances, (ii) share in the production of Petroleum Substances, (iii) share in the proceeds from, or measured or calculated by reference to the value or quantity of, Petroleum Substances which are produced, and (iv) rights to acquire any of the rights described in items (i) to (iii) of this definition; but only if the foregoing pertain in whole or in part to Petroleum Substances within, upon or under the Lands; including those, if any, set out and described in Schedule "A", but excluding the Excluded Assets;

- (oo) **"Transaction**" means the transaction for the purchase and sale of the Assets as contemplated by this Agreement; and
- (pp) "Wells" means Vendor's entire interest in and to all producing, shut-in, suspended, abandoned, capped, injection and disposal wells on the Lands, including the wells listed in Schedule "B".

#### 1.2 Headings

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

#### **1.3** Interpretation Not Affected by Headings

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

#### 1.4 Included Words

When the context reasonably permits, words suggesting the singular shall be construed as suggesting the plural and *vice versa*, and words suggesting gender or gender neutrality shall be construed as suggesting the masculine, feminine and neutral genders. The word "including" or any variation thereof means "including, without limitation," and shall not be construed to limit any general statement that it follows to the specific or similar items or matters immediately following it.

#### 1.5 Schedules

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

Schedule "A"	-	Lands and Petroleum and Natural Gas Rights
Schedule "B"	-	Wells and Facilities
Schedule "C"	-	Rights of First Refusal
Schedule "D"	-	General Conveyance
Schedule "E"	-	Form of Officer's Certificate
Schedule "F"	-	Form of Court Order
Schedule "G"	-	Excluded Assets

Such schedules are incorporated herein by reference as though contained in the body hereof. Wherever any term or condition of such schedules conflicts or is at variance with any term or condition in the body of this Agreement, such term or condition in the body of this Agreement shall prevail.

#### 1.6 Damages

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

# 1.7 Derivatives

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

# 1.8 Interpretation if Closing Does Not Occur

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

# 1.9 Conflicts

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

#### 1.10 Currency

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

#### ARTICLE 2 PURCHASE AND SALE AND CLOSING

#### 2.1 Purchase and Sale

Vendor, exercising the powers of sale granted pursuant to the Appointment Order, hereby agrees to sell, assign, transfer, convey and set over to Purchaser, and Purchaser hereby agrees to purchase from Vendor, all of the right, title, estate and interest of Vendor (whether absolute or contingent, legal or beneficial) in and to the Assets, subject to and in accordance with the terms of this Agreement.

#### 2.2 Purchase Price

The aggregate consideration to be paid by Purchaser to Vendor for Vendor's interest in and to the Assets shall be **Selection** (the "**Purchase Price**") plus applicable Sales Taxes, plus or minus (as applicable) the net amount of the adjustments made pursuant to ARTICLE 7. The Purchase Price shall be satisfied by Purchaser as follows:

- (a) payment of the Deposit (as set forth and defined in section 2.11); and
- (b) cash in the amount of
  - , payable to Vendor at Closing.

The Parties shall allocate the Purchase Price as follows:

Petroleum and Natural Gas Rights Tangibles Miscellaneous Interests Total



# 2.4 Assumption of Abandonment and Reclamation Obligations

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

#### 2.5 Closing

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

- (a) On the Closing Date, Vendor shall deliver to Purchaser:
  - (i) the General Conveyance in the form attached as Schedule "D", duly executed by Vendor;
  - (ii) the Officer's Certificate substantially in the form attached as Schedule "E", duly executed by Vendor;
  - (iii) a receipt for the Purchase Price as adjusted herein plus applicable Sales Taxes;
  - (iv) any tax elections as contemplated by this Agreement, duly executed by Vendor;
  - (v) a certified copy of the Court Order; and
  - (vi) any such other items as may be specifically required hereunder.
- (b) On the Closing Date, Purchaser shall deliver to Vendor:
  - (i) the General Conveyance in the form attached as Schedule "D", duly executed by Purchaser;
  - (ii) the Officer's Certificate substantially in the form attached as Schedule "E", duly executed by Purchaser;
  - (iii) the Purchase Price, as adjusted herein, less the Deposit, plus applicable Sales Taxes;
  - (iv) any tax elections as contemplated by this Agreement, duly executed by Purchaser; and
  - (v) any such other items as may be specifically required hereunder.

#### 2.6 Licence Transfers

- (a) To the extent applicable, within five (5) Business Days following Closing, Vendor shall prepare and, where applicable, electronically submit, an application to the applicable Governmental Authorities for Licence Transfers and Purchaser or its nominee shall, where applicable, electronically ratify and sign such application.
- (b) Following the submission of the applicable Licence Transfers as contemplated in section 2.6(a), Vendor shall hold legal title to the permits, approvals, licenses and authorizations relating to the Assets (the "Licenses") in trust as bare trustee for and on behalf of Purchaser until such time as such Licence Transfers have been completed; provided, Purchaser shall (i) procure and maintain insurance in relation to the Assets in accordance with good industry practice and of the type, kind and amount satisfactory to Vendor (acting reasonably), which shall name Vendor as an insured in connection therewith; (ii) indemnify Vendor in relation to all losses, damages and claims suffered by Vendor in relation to the foregoing; and (iii) report to Vendor on a bi-weekly basis regarding the operating status of the Assets and immediately regarding any matters of actual or potential environmental concern in relation thereto. Notwithstanding anything to the contrary contained herein, the foregoing trust obligations of Vendor and the trust itself shall automatically cease and terminate upon the earlier to occur of ninety (90) days (or such longer period as may be mutually agreed to by the Parties in writing) following the Closing Date and the date on which the Licence Transfers have been completed.
- (c) If a Governmental Authority denies any Licence Transfers because of misdescription or other minor deficiencies in the application, Vendor shall within five (5) Business Days of such denial correct the application and amend and re-submit the application for the Licence Transfers and Purchaser shall, where applicable, electronically ratify and sign such application.
- (d) In the event that the approval by the Governmental Authority of Licence Transfers is conditional upon a Party providing deposits or other security to such Governmental Authority or undertaking any corrective action or remedial work (including inspections, tests or engineering assessments), Purchaser shall be responsible for providing such deposits or security to such Governmental Authority and undertaking such corrective or remedial work as may be required, at Purchaser's sole expense.

#### 2.7 Pipeline Records

- (a) In connection with the transfer of pipeline licenses relating to the Tangibles pursuant to the Agreement and the AER Bulletin 2015-34 (as amended, supplemented, revised or replaced, the "Bulletin"), Vendor is required to transfer sufficient documentation to satisfy the transferor statement on the AER digital data submission system (the "Pipeline Records"). If Purchaser or Vendor receives written notice from the AER that it has determined that Pipeline Records, or any of them, transferred by Vendor to Purchaser under the Agreement do not satisfy or are found to be deficient under the Bulletin in any respect, then Purchaser will be responsible for and shall conduct, in a timely manner, all operations and activities that are required to cure or remedy any and all deficiencies identified by the AER ("AER Deficiencies"), in each case in accordance in all material respects with the terms of the applicable Title Documents, Applicable Laws, any requirements set forth in any correspondence with the AER and with generally accepted industry practices in Alberta and following in all material respects the standard of care which would be followed by a reasonably prudent operator in similar circumstances.
- (b) The existence of any deficient Pipeline Records, AER Deficiencies and the remedial work required to be conducted in respect thereof, shall not constitute a breach of any of Vendor's representations, warranties or otherwise in the Agreement, and Purchaser shall have no claim against Vendor in relation thereto.

#### 2.8 Specific Conveyances

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

#### 2.9 Title Documents and Miscellaneous Interests

As soon as practicable following Closing, Vendor shall deliver to Purchaser such original copies of the Title Documents and any other agreements and documents to which the Assets are subject and such original copies of contracts, agreements, records, books, documents, licenses, reports and data comprising Miscellaneous Interests which are now in the possession of Vendor or of which Vendor gains possession of prior to Closing.

#### 2.10 Form of Payment

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

#### 2.11 Deposit

The Parties acknowledge that a deposit in the amount of

Purchaser to Vendor concurrent with the execution of this Agreement, to be held in trust in a trust account and released only in accordance with the provisions of this section 2.11 (the "**Deposit**", which shall include any interest earned thereon).

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

- (a) if Closing occurs, the Deposit shall be released and retained by Vendor at Closing for its own account absolutely and be applied as partial payment of the Purchase Price;
- (b) if Closing does not occur due to a breach of this Agreement by Purchaser or by failure of Purchaser to fulfill the conditions set forth in section 3.4, the Deposit shall be released and forfeited to Vendor for the account of Vendor absolutely; and
- (c) if Closing does not occur due to any reason other than as addressed by section 2.11(b), the Deposit shall be paid to Purchaser for the account of Purchaser absolutely.

#### 2.12 Damages

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

#### 2.13 Taxes

(a) <u>GST</u>

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

Vendor 838609345 RT0001

Purchaser 824101380 RT0001

(b) <u>Sales Taxes</u>

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

(c) <u>Elections</u>

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

#### ARTICLE 3 CONDITIONS OF CLOSING

#### 3.1 Required Consents

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

#### 3.2 Mutual Conditions

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

(a) Vendor obtaining the Court Order; and

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

Unless otherwise agreed to by the Parties, if the conditions contained in this section 3.2 have not been performed or satisfied on or before the Outside Date, this Agreement and the obligations of Vendor and Purchaser under this Agreement shall automatically terminate without any further action on the part of either Vendor or Purchaser, unless prior to the Outside Date the Parties mutually agree to a later date in writing.

# 3.3 Purchaser's Conditions

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

- (a) the representations and warranties of Vendor herein contained shall be true in all material respects when made and as of the Closing Date; and
- (b) all obligations of Vendor contained in this Agreement to be performed prior to or at Closing shall have been timely performed in all material respects.

If any one or more of the foregoing conditions precedent has or have not been satisfied, complied with, or waived by Purchaser, at or before the Closing Date, Purchaser may terminate this Agreement by written notice to Vendor. If Purchaser terminates this Agreement, Vendor and Purchaser shall be released and discharged from all obligations hereunder except as provided in sections 2.11 and 11.13.

#### 3.4 Vendor's Conditions

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

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

If any one or more of the foregoing conditions precedent has or have not been satisfied, complied with, or waived by Vendor, at or before the Closing Date, Vendor may terminate this Agreement by written notice to Purchaser. If Vendor terminates this Agreement, Vendor and Purchaser shall be released and discharged from all obligations hereunder except as provided in sections 2.11 and 11.13.

# 3.5 Efforts to Fulfil Conditions Precedent

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

#### ARTICLE 4 REPRESENTATIONS AND WARRANTIES

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

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

- (a) Receiver has been appointed by the Court as receiver and manager of Manitok and such appointment is valid and subsisting; and
- (b) subject to obtaining and pursuant to the Court Order, Vendor has the right to enter into this Agreement and to complete the Transaction.

#### 4.2 Representations and Warranties of Purchaser

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

- (a) Purchaser is a corporation duly organized, validly existing and is authorized to carry on business in the provinces in which the Lands are located;
- (b) Purchaser has good right, full power and absolute authority to purchase and acquire the interest of Vendor in and to the Assets according to the true intent and meaning of this Agreement;
- (c) except for obtaining the Court Order, the execution, delivery and performance of this Agreement has been duly and validly authorized by any and all requisite corporate, shareholders', directors' or equivalent actions and will not result in any violation of, be in conflict with, or constitute a default under, any articles, charter, bylaw or other governing document to which Purchaser is bound;
- (d) the execution, delivery and performance of this Agreement will not result in any violation of, be in conflict with, or constitute a default under, any term or provision of any agreement or document to which Purchaser is party or by which Purchaser is bound, nor under any judgement, decree, order, statute, regulation, rule or license applicable to Purchaser;
- (e) provided the Court Order is obtained, this Agreement and any other agreements delivered in connection herewith constitute valid and binding obligations of Purchaser enforceable against Purchaser in accordance with their terms;
- (f) no authorization or approval or other action by, and no notice to or filing with, any Governmental Authority or regulatory body exercising jurisdiction over the Assets is required for the due execution, delivery and performance by Purchaser of this Agreement, other than authorizations, approvals or exemptions from requirement therefor previously obtained and currently in force or to be obtained prior to or after Closing;
- (g) Purchaser has adequate funds available in an aggregate amount sufficient to pay: (i) all amounts required to be paid by Purchaser under this Agreement; and (ii) all expenses which have been or will be incurred by Purchaser in connection with this Agreement and the Transaction;

- Purchaser has not incurred any obligation or liability, contingent or otherwise, for brokers' or finders' fees in respect of this Agreement or the Transaction for which Vendor shall have any obligation or liability;
- (i) Purchaser is and at Closing will continue to be a registrant in good standing with all applicable Governmental Authorities and is eligible to acquire and hold licenses with the AER;
- (j) Purchaser is not a non-resident of Canada within the *Income Tax Act* (Canada); and
- (k) Purchaser is not a non-Canadian person for the purposes of the *Investment Canada Act* (Canada).

# 4.3 Limitation of Representations by Vendor

- (a) Notwithstanding anything to the contrary in this Agreement, Vendor expressly negates any representations or warranties except as expressly set forth in section 4.1, whether written or verbal, made by Vendor or its Representatives and in particular, without limiting the generality of the foregoing, Vendor disclaims all liability and responsibility for any such representation, warranty, statement or information made or communicated, whether verbal or in writing, to Purchaser or any of its Representatives. Vendor's interest in and to the Assets shall be purchased on a strictly "as is, where is" basis and there are no collateral agreements, conditions, representations or warranties of any nature whatsoever made by Vendor, express or implied, arising at law, by statute, in equity or otherwise, with respect to the Assets and in particular, without limiting the generality of the foregoing, there are no collateral agreements, conditions, representations or warranties made by Vendor, express or implied, arising at law, by statute, in equity or otherwise with respect to the Assets and in particular, without limiting the generality of the foregoing, there are no collateral agreements, conditions, representations or warranties made by Vendor, express or implied, arising at law, by statute, in equity or otherwise with respect to:
  - (i) any engineering, geological or other interpretation or economic evaluations respecting the Assets;
  - (ii) the quality, quantity or recoverability of Petroleum Substances within or under the Lands or any lands pooled or unitized therewith;
  - (iii) any estimates of the value of the Assets or the revenues or cash flows from future production from the Lands;
  - (iv) the rates of production of Petroleum Substances from the Lands;
  - (v) the environmental state or condition of the Lands;
  - (vi) the availability or continued availability of facilities, services or markets for the processing, transportation or sale of any Petroleum Substances;
  - (vii) the quality, condition, fitness, suitability, serviceability or merchantability of any tangible depreciable equipment or property interests which comprise the Assets (including the Tangibles);
  - (viii) the accuracy or completeness of the Data Room Information or any other data or information supplied by the Vendor or any of its Representatives in connection with the Assets;
  - (ix) the suitability of the Assets for any purpose;
  - (x) compliance with Applicable Laws; or

- (xi) the title and interest or ownership of Vendor in and to the Assets.
- (b) Without restricting the generality of the foregoing, Purchaser acknowledges that it has made its own independent investigation, analysis, evaluation and inspection of Vendor's interests in the Assets and the state and condition thereof and that it is satisfied with, and has relied solely on, such investigation, analysis, evaluation and inspection as to its assessment of the condition, quantum and value of the Assets and those matters specifically enumerated in section 4.3(a).
- (c) Except with respect to the representations and warranties in section 4.1 or in the event of fraud, Purchaser forever releases and discharges Vendor and its Representatives from any claims and all liability to Purchaser or Purchaser's assigns and successors, as a result of the use or reliance upon advice, information or materials pertaining to the Assets which was delivered or made available to Purchaser by Vendor or its Representatives prior to or pursuant to this Agreement, including any evaluations, projections, reports and interpretive or non-factual materials prepared by or for Vendor, or otherwise in Vendor's possession.

#### ARTICLE 5 INDEMNITIES FOR REPRESENTATIONS AND WARRANTIES

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

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

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

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

#### 5.3 Survival of Representations and Warranties

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

#### ARTICLE 6 INDEMNITIES

#### 6.1 Post-Closing Date Indemnity

Provided that Closing has occurred, Purchaser shall:

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

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

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

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

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

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

#### 6.3 Third Party Claims

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

(a) upon the Third Party Claim being made against or commenced against the Indemnitee, the Indemnitee shall within ten (10) Business Days of notice thereof provide written notice thereof to the Indemnitor. The notice shall describe the Third Party Claim in reasonable detail and indicate the estimated amount, if practicable, of the indemnifiable Losses that have been or may be sustained by the Indemnitee in respect thereof. If the Indemnitee does not provide notice to the Indemnitor within such ten (10) Business Day period, then such failure shall only lessen or limit the Indemnitee's rights to indemnity hereunder to the extent that the defence of the Third Party Claim was prejudiced by such lack of timely notice;

- (b) if the Indemnitor acknowledges to the Indemnitee in writing that the Indemnitor is responsible to indemnify the Indemnitee in respect of the Third Party Claim pursuant hereto, the Indemnitor shall have the right to do either or both of the following:
  - (i) assume carriage of the defence of the Third Party Claim using legal counsel of its choice and at its sole cost; and/or
  - (ii) settle the Third Party Claim, provided the Indemnitor pays the full monetary amount of the settlement and the settlement does not impose any restrictions or obligations on the Indemnitee;
- (c) each Party shall co-operate with the other Party in the defence of the Third Party Claim, including making available to the other Party and its Representatives whose assistance, testimony or presence is of material assistance in evaluating and defending the Third Party Claim;
- (d) the Indemnitee shall not enter into any settlement, consent order or other compromise with respect to the Third Party Claim without the prior written consent of the Indemnitor (which consent shall not be unreasonably withheld or delayed), unless the Indemnitee waives its rights to indemnification in respect of the Third Party Claim;
- (e) upon payment of the Third Party Claim, the Indemnitor shall be subrogated to all claims the Indemnitee may have relating thereto. The Indemnitee shall give such further assurances and co-operate with the Indemnitor to permit the Indemnitor to pursue such subrogated claims as reasonably requested by it; and
- (f) if the Indemnitor has paid an amount pursuant to the indemnification obligations herein and the Indemnitee shall subsequently be reimbursed from any source in respect of the Third Party Claim from any Third Party, the Indemnitee shall promptly pay the amount of the reimbursement (including interest actually received) to the Indemnitor, net of taxes required to be paid by the Indemnitee as a result of any such receipt.

#### ARTICLE 7 ADJUSTMENTS

#### 7.1 Costs and Revenues to be Apportioned

- (a) Subject to paragraph 7.10 below and except as otherwise provided in this Agreement, all costs and expenses relating to the Assets and the Excluded Assets (including Overhead and maintenance, development, capital and operating costs) and all revenues relating to the Assets and the Excluded Assets (including proceeds from the sale of production and fees from processing, treating or transporting Petroleum Substances on behalf of Third Parties) shall be apportioned as of the Effective Date between Vendor and Purchaser on an accrual basis in accordance with generally accepted accounting principles, provided that:
  - advances made by Vendor in respect of the costs of operations on Lands or lands pooled or unitized therewith or facilities interests included in the Assets and the Excluded Assets which have not been applied to the payment of costs prior to the Closing Date and stand to the credit of Manitok or Vendor will be transferred to Purchaser and an adjustment will be made in favour of Vendor equal to the amount of the advance transferred;

- (ii) deposits made by Manitok or Vendor relative to operations on the Lands shall be returned to Vendor;
- (iii) costs and expenses of work done, services provided and goods supplied shall be deemed to accrue for the purposes of this ARTICLE 7 when the work is done or the goods or services are provided, regardless of when such costs and expenses become payable;
- (iv) no adjustments shall be made in respect of Manitok's or Vendor's income taxes;
- (v) revenues from the sale of Petroleum Substances will be deemed to accrue when the Petroleum Substances are produced;
- (vi) all rentals and similar payments in respect of the Leased Substances or surface rights comprised in the Assets and the Excluded Assets and all taxes (other than income taxes) levied with respect to the Assets and the Excluded Assets or operations in respect thereof shall be apportioned between Vendor and Purchaser on a per diem basis as of the Effective Date; and
- (vii) any and all unpaid rentals and royalties which accrue to the Assets and the Excluded Assets and are not a corporate debt (including unpaid surface lease rentals, mineral lease rentals, Crown royalties and municipal taxes for surface sites) which are identified by Purchaser prior to the preparation of the interim accounting statement shall be apportioned between Vendor and Purchaser on a per diem basis as of the Effective Date.

For greater certainty, the Parties acknowledge and agree that all costs and expenses and all revenues associated with the Excluded Assets after the Effective Date shall be for the account of the Purchaser but only until and including the day the Excluded Assets are disclaimed by the Vendor.

- (b) Vendor shall not be liable to make any adjustment in favour of, or make any payment to, Purchaser pursuant hereto in respect of any liability which relates to the period which arose prior to the Date of Appointment.
- (c) Petroleum Substances which were produced, but not sold, as of the Effective Date shall be retained by Vendor and Vendor shall be responsible for all royalties or other encumbrances thereon and all processing, treating and transportation expenses pertaining thereto. Petroleum Substances will be deemed to be sold on a first in, first out basis.

#### 7.2 Adjustments to Account

(a) An interim accounting of the adjustments pursuant to section 7.1 shall be made at Closing based on Vendor's and Purchaser's good faith estimate of the costs and expenses paid by Vendor prior to Closing and the revenues received by Vendor prior to Closing. Vendor and Purchaser shall cooperate in preparing such interim accounting and Vendor shall provide a statement setting forth the adjustments to be made at Closing not later than three (3) Business Days prior to Closing and shall assist Purchaser in verifying the amounts set forth in such statement. Vendor and Purchaser shall cooperate in preparing a final accounting of the adjustments pursuant to section 7.1 and Vendor shall deliver a statement of such final accounting to Purchaser within sixty (60) days following the Closing Date (the "Final Statement of Adjustments"), and no further or other adjustments whatsoever will be made thereafter. All adjustments after Closing shall be settled by payment by the Party required to make payment to the other Party hereunder within fifteen (15) Business Days of being notified of the determination of the amount owing. (b) All adjustments provided for in this Article shall be adjustments to the Purchase Price. An adjustment payable by a Party after Closing pursuant to this section 7.2 which is not paid within fifteen (15) Business Days of a written request for payment from the other Party, shall bear interest at the Prime Rate plus three percent (3%) per annum payable by the paying Party to the other Party from the end of such fifteen (15) Business Day period until the adjustment is paid.

#### ARTICLE 8 MAINTENANCE OF ASSETS

#### 8.1 Maintenance of Assets and Access

- (a) From the date hereof until the Closing Date, Vendor shall, to the extent that the nature of its interest permits, taking into account Receiver's status as the receiver and manager over Manitok and its assets pursuant to the Appointment Order, and subject to the Title Documents and any other agreements and documents to which the Assets are subject:
  - (i) maintain the Assets in a proper and prudent manner in material compliance with all Applicable Laws and directions of Governmental Authorities; and
  - (ii) pay all associated post-receivership operating costs incurred by the Receiver in a timely.
- (b) From the date hereof until the Closing Date, to the extent that Purchaser is given physical access to any of the properties or premises owned, leased, used or otherwise held or occupied by Vendor, Purchaser hereby agrees to indemnify, defend and hold harmless Vendor and its Representatives from and against any and all liabilities, claims and causes of action by Purchaser or any of its Representatives for personal injury, death or property damage occurring on such property or premises as a result of the access to such properties or premises by Purchaser or its Representatives.

#### 8.2 Consent of Purchaser

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

- (a) make any commitment or propose, initiate or authorize any capital expenditure with respect to the Assets of which Vendor's share is in excess of \$25,000.00, except in case of an emergency or in respect of amounts which Vendor may be committed to expend or be deemed to authorize for expenditure without its consent; provided, however, that should Purchaser withhold its consent or fail to provide its consent in a timely manner and a reduction in the value of the Assets results, there shall be no abatement or reduction in the Purchase Price;
- (b) surrender or abandon any of the Assets, unless an expenditure of money is required to avoid the surrender or abandonment and Purchaser does not provide same in a timely fashion, in which event the Assets in question shall be surrendered or abandoned without abatement or reduction in the Purchase Price;
- (c) amend or terminate any Title Document or enter into any new agreement or commitment relating to the Assets; or
- (d) sell, encumber or otherwise dispose of any of the Assets or any part or portion thereof excepting sales of the Leased Substances in the normal course of business.

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

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

# 8.4 Post-Closing Transition

Following Closing and to the extent to which Purchaser must be novated into Title Documents and other agreements or documents to which the Assets are subject or otherwise recognized as the owner of the Assets, until that novation or recognition has been effected or for a period of ninety (90) days, whichever is sooner, Vendor shall:

- (a) in a timely manner, deliver to Purchaser all Third Party notices and communications, including authorizations for expenditures and mail ballots and all notices and communications received in respect of the Assets or events and occurrences affecting the Assets, and Vendor shall respond to such notices pursuant to Purchaser's written instructions, if received on a timely basis, provided that Vendor may refuse to follow any instructions which it reasonably believes to be unlawful, unethical or in conflict with any applicable agreement or contract, and provided that nothing shall preclude Vendor from taking such actions as Vendor reasonably determines are necessary for the protection of life or property, or as are required by all Applicable Laws, rules, regulations, orders and directions of Governmental Authorities and other competent authorities; and
- (b) receive all revenues which are the property of Purchaser pursuant to this Agreement, as bare trustee and shall remit such revenues to Purchaser in a timely fashion.

# 8.5 Vendor Deemed Purchaser's Trustee and Agent

(a) Insofar as Vendor maintains the Assets and takes actions in relation thereto on Purchaser's behalf pursuant to this ARTICLE 8, Vendor shall be deemed to have been the bare trustee and agent of Purchaser hereunder. Purchaser ratifies all actions taken by Vendor or refrained from being taken by Vendor pursuant to this ARTICLE 8 in such capacity during such period, with the intention that all such actions shall be deemed to be Purchaser's actions.

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

#### 8.6 Transfer of Operatorship

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

#### ARTICLE 9 RIGHTS OF FIRST REFUSAL

#### 9.1 Rights of First Refusal

- (a) Within three (3) Business Days from the date hereof, Purchaser, acting reasonably and in good faith, shall provide Vendor with its allocated values for the Assets which are subject to Rights of First Refusal as identified in Schedule "C". Promptly after such allocations are provided to Vendor, Vendor shall send notices to the Persons (including Purchaser, if applicable) holding such Rights of First Refusal in accordance with the terms of the Title Documents creating them, using such values provided by Purchaser. Purchaser shall be liable for and indemnify and save Vendor harmless from and against all Losses which Vendor may suffer, sustain, pay or incur as a result of utilizing any value allocations supplied by Purchaser.
- (b) If any Third Party elects to exercise any Rights of First Refusal, the portion of the Assets subject to such Rights of First Refusal (the "Affected Asset") shall not be sold pursuant hereto, and the definitions of "Assets", "Lands", "Leases", "Miscellaneous Interests", "Petroleum and Natural Gas Rights", "Facilities", "Tangibles" and "Wells" shall not include the Affected Asset. The Purchase Price and any applicable GST and/or Sales Taxes shall be reduced accordingly upon such Third Party election.

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

#### 10.1 Vendor to Provide Access

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

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

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

## **10.3** Maintenance of Information

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

## ARTICLE 11 GENERAL

## 11.1 Further Assurances

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

## 11.2 No Merger

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

## 11.3 Receiver

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

## 11.4 Entire Agreement

The provisions contained in any and all documents and agreements collateral hereto shall at all times be read subject to the provisions of this Agreement and, in the event of conflict, the provisions of

this Agreement shall prevail. This Agreement supersedes all other agreements (other than the Confidentiality Agreement dated August 28, 2018 (the "**Confidentiality Agreement**") between Vendor and Purchaser), documents, writings and verbal understandings between the Parties relating to the subject matter hereof and expresses the entire agreement of the Parties with respect to the subject matter hereof.

## 11.5 Governing Law

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

#### 11.6 Signs and Notifications

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

#### 11.7 Assignment and Enurement

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

#### 11.8 Time of Essence

Time shall be of the essence in this Agreement.

#### 11.9 Notices

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

Vendor -	Alvarez & Mars Suite 1110, 250 Calgary, AB T2	0 – 6 <sup>th</sup> Avenue SW
	Attention: Fax: Email:	Orest Konowalchuk (403) 538-7551 okonowalchuk@alvarezandmarsal.com
Purchaser -	Shanghai Ener 300, 605 - 5 <sup>th</sup> A Calgary, AB T2	venue S.W.
	Attention: Email:	Terri Johnson - Trent, Land Manager ttrent@shanghaienergycorporation.com

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

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

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

## 11.10 Invalidity of Provisions

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

#### 11.11 Waiver

No failure on the part of any Party in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or remedy preclude any other or further exercise thereof or the exercise of any right or remedy in law or in equity or by statute or otherwise conferred. No waiver by any Party of any breach (whether actual or anticipated) of any of the terms, conditions, representations or warranties contained herein shall take effect or be binding upon that Party unless the waiver is expressed in writing under the authority of that Party. Any waiver so given shall extend only to the particular breach so waived and shall not limit or affect any rights with respect to any other or future breach.

#### 11.12 Amendment

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

## 11.13 Confidentiality and Public Announcements

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

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

# 11.14 Counterpart Execution

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

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

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

SHANGHAI ENERGY CORPORATION

Per:

Name: Orest Konowalchuk, CPA, CA, CIRP, LIT Title: Senior Vice President Per: \_\_\_\_\_ Name: Title:

Per:

Name: Title: Per: Name: Title:

#### 11.14 Counterpart Execution

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

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

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

# SHANGHAI ENERGY CORPORATION

Per: Name: Title:	 	 	
Per: Name: Title:	 		

		H		
Per: <u></u> Name:	Tony	ANTHONY	(TONY)KUE	HNE
Title:	//	RESIDENT	SCEO	

Per: Name: Title: THE FOLLOWING COMPRISES SCHEDULE "A" ATTACHED TO AND FORMING PART OF A PURCHASE AND SALE AGREEMENT DATED THE 10TH DAY OF OCTOBER, 2018 BETWEEN ALVAREZ & MARSAL CANADA INC., solely in its capacity as receiver and manager of MANITOK ENERGY INC., and not in its personal or corporate capacity, and SHANGHAI ENERGY CORPORATION.

#### Lands and Petroleum and Natural Gas Rights

The following forty-two (42) pages comprise Schedule "A".

Noted Chargesto assets not part of transaction. Pages 17 -17.

Report Date: Oct Page Number: 1 +	Oct 02, 2018 1 **REPORTED IN HECTARES**	ECTARES**		MANITOK ENERGY. INC. Mineral Property Report	K ENERC Property	sY. INC. Report		Category:	MINERAL	
File Number Lse File Status Int Mineral Int Op	Lse Type Lessor Type Int Type / Lse No/Name Operator / Payor	/pe me	Exposure Gross Net	Exposure Oper.Cont. ROFR Gross Net Doi Partner(s)	OFR +	DOI Code		Lease Descri	Lease Description / Rights Held	Held
M00968 LIC Sub: A WI ACTIVE 549 MA 100.0000000 CEI	LICENCE CR WI 5497010205 MANITOK CENOVUS	Eff: Jan 23, 1997 Exp: Jan 22, 2001 Ext: 15 Count Acreage = No	0.000 0.000 0.000	MANITOK Total Rental:	0.00	WI 100.0000000		Area : WILLESDE TWP 42 RGE 9 V ALL PNG FROM BASE CARDIUM (EXCLUDES	Area : WILLESDEN GREEN TWP 42 RGE 9 W5M W 25 ALL PNG FROM TOP SURFACE TO BASE CARDIUM (EXCLUDES	ACE TO
	Status	Prod: Dev: Prov:	Hectares 0.000 0.000 0.000	<b>Net</b> 0.000 0.000 0.000	NProd: Undev: NProv:	Hectares 0.000 0.000 0.000	Net 0.000 0.000 0.000	C00312 A C00312 A C00808 D C00932 C C01157 T	COURS-25-042-09W 500 WELL DONE           CO0312 A         Related Contracts           C00312 A         P&S         Sep 29,           C00808 D         FARMOUT         Aug 23,           C00932 C         JOA         Jul 28,           C01157 T         ROYALTY         May 19	acts
<ul> <li><linked></linked></li> <li>C00808 D</li> </ul>		Royaity Type GROSS OVERRIDING ROYALTY Rov Percent: 7,0000000	Royalty / E Product Type ALL PRODUCTS	Royalty / Encumbrances uct Type Sliding Scale PRODUCTS N	ncumbrances Sliding Scale Convertible N 6(	<b>ertible % of Prod/Sales</b> N 60.0000000 % of	e % of Prod/Sales 60.0000000 % of PROD	Well U.W.I. 102/04-25-042-09 100/03-25-042-09	W5/00 F	Status/Type LOWING/OIL LOWING/OIL
	Deduction: Gas: Royalty: S/S OIL: Min: Other Percent:		Max:	Min Pay: Div: Min:	Pay: Div: Min:	Proc Proc	Prod/Sales: Prod/Sales: Prod/Sales:			
<ul> <li>≺Linked&gt;</li> <li>C01157 T</li> </ul>		Royalty Type GROSS OVERRIDING ROYALTY Roy Percent: 4.0000000 Deduction: NO	Product Type ALL PRODUCTS	<b>pe Sliding</b> UCTS N	Sliding Scale Convertible N 1	<b>ertible % of Prod/Sales</b> N 100.0000000 % of	<b>id/Sales</b> 10 % of SALES			
	Gas: Royalty: S/S OIL: Min: Other Percent:	alty: Min: rcent:	Max:	Min Pay: Div: Min:	Pay: Div: Min:	Proc Proc	Prod/Sales: Prod/Sales: Prod/Sales:			
	Royalty Type CROWN SLID	Royalty Type CROWN SLIDING SCALE ROYAL TYALL PRODUCTS	Product Type	<b>pe Sliding</b> UCTS Y	Sliding Scale Convertible Y N 1	<b>ertible % of Prod/Sales</b> N 100.0000000 % of	d/Sales 10 % of PROD			

Report Date: Page Number:	Oct 02, 2018 r: 2 **REPORTED IN HECTARES**	HECTARES**		MANITOK ENERGY. INC. Mineral Property Report	K ENER( Property	GY. INC. Report		Category:	MINERAL	
Fīle Number File Status Mineral Int	Lse Type Lessor Type Int Type / Lse No/Name Operator / Payor	ype ame	Exposure C Gross Net E	Oper.Cont. ROFR Doi Partner(s)	() *	DOI Code	*	Lease Descri	Lease Description / Rights Held	Held
(contd) M00968	Roy Percent: Deduction: A Gas: Royalty: S/S OlL: Min: Other Percent:	cent: on: STANDARD yalty: Min: ercent:	Max:	Min Pay: Div: Min:	Pay: Div: Min:	5 5 5 4	Prod/Sales: Prod/Sales: Prod/Sales:			
	Type Continue	<b>Date</b> Nov 26, 2008	Description AUGUST 26 FOLLOWING (PNG TO BA	Remarks 1, 2008 LETTE G LANDS UNI ASE NORDEG	ER FROM TH DER SECTION 36), SEC 35	Remarks Description AUGUST 26, 2008 LETTER FROM THE CROWN: CONTINUES THE FOLLOWING LANDS UNDER SECTION 15 TWP 42 RGE 9 W5M SEC 25 (PNG TO BASE NORDEGG), SEC 35 (PNG TO BASE ROCK CREEK) THE	TINUES THE E 9 W5M SEC 25	ш		
	CONTINUE	Aug 08, 2008	FOLLOWIN( TWP 43 RG JULY 16, 20 SECTION 2:	FOLLOWING LANDS ARE TERMINATED: TWP 43 RGE 9 W5M SEC 10 JULY 16, 2008 - DEVON LETTER APPEAL SECTION 25 TO BASE ROCK CREEK.	E TERMINA C 10 LETTER API OCK CREE	FOLLOWING LANDS ARE TERMINATED: TWP 43 RGE 9 W5M SEC 10 JULY 16, 2008 - DEVON LETTER APPEALS CROWN CONTINUATION OF SECTION 25 TO BASE ROCK CREEK.	ONTINUATION O	щ		
M00968 Sub: B ACTIVE 100.0000000	LICENCE CR WI 5497010205 MANITOK CENOVUS	Eff: Jan 23, 1997 Exp: Jan 22, 2001 Ext: 15 Count Acreage = N	00000 00000 00000 V	C00932 F 1 MANITOK Total Rental:	00.00	WI 100.0000000		Area : WILLESDE TWP 42 RGE 9 V ALL PNG FROM BASE CARDIUM EXCL CBM FROI BASE CARDIUM	Area : WILLESDEN GREEN TWP 42 RGE 9 W5M E 25 ALL PNG FROM TOP SURFACE TO BASE CARDIUM EXCL CBM FROM TOP SURFACE TO BASE CARDIUM	ACE TO FACE TO
	Status	H Prod: Prov:	Hectares 0.000 0.000 0.000 Royalt	<ul> <li>Net</li> <li>0.000 NPro</li> <li>0.000 Unde</li> <li>0.000 NPro</li> <li>0.000 NPro</li> <li>Royalty / Encumbrances</li> </ul>	NProd: Undev: NProv:	Hectares 0.000 0.000 0.000	Net 0.000 0.000	C00312 A C00808 C C00932 B C01157 U C00932 F	Related Contracts P&S Sep FARMOUT Aug JOA Jul ROYALTY May JOA Jul	Icts Sep 29, 2016 (I) Aug 23, 2007 Jul 28, 2006 May 19, 2017 Jul 28, 2006

Report Date: Page Number:	Õ	ct 02, 2018 3 **REPORTED IN HECTARES**	#S#	MAN Min	VITOK EN eral Prop	MANITOK ENERGY. INC. Mineral Property Report	ರಗ		Category: MINERAL
File Number File Status Mineral Int		Lse Type Lessor Type Int Type / Lse No/Name Operator / Payor		Exposure Oper.C Gross Net Doi Pa	Oper.Cont. ROFR Doi Partner(s)	DOI Code *	sde *		Lease Description / Rights Held
(contd) AL CO	d) <linked> C00808 C</linked>	Royalty Type GROSS OVERRIDIN Roy Percent: Deduction:	IG ROYALTY 7.00000000 YES	Product Type S ALL PRODUCTS	Sliding Scale Convertible N 6	Ö	e % of Prod/Sales 60.0000000 % of	<b>/Sales</b> % of PROD	Well U.W.I. Status/Type 103/09-25-042-09-W5/00 FLOWING/OIL 100/02-25-042-09-W5/00 FLOWING/OIL 102/16-25-042-09-W5/00 FLOWING/OIL
M00968	ß	är : <del>S</del>		Max:	Min Pay: Div: Min:		Prod/Sales: Prod/Sales: Prod/Sales:	is a sa	
	I			Royalty / En	Royalty / Encumbrances				
4 8	<b>≺Línked&gt;</b> C01157 U	Royaity Type GROSS OVERRIDIN Roy Percent: Deduction:	IG ROYALTY 4.00000000 NO	Product Type S ALL PRODUCTS	Sliding Scale Convertible N 1	Convertible N 100	e % of Prod/Sales 100.0000000 % of SALES	6 of SALES	
		X H H		Мах:	Mín Pay: Div: Mín:		Prod/Sales: Prod/Sales: Prod/Sales:	es: es: es:	
		Royalty Type Pro CROWN SLIDING SCALE ROYALTYALL Roy Percent:	CALE ROYALT	duct Type PRODUCTS	Sliding Scale Convertible Y N 1	<b>Convertible</b> N 100	<ul> <li>% of Prod/Sales</li> <li>100.0000000 % of PROD</li> </ul>	ales 6 of PROD	
		Deduction: Gas: Royalty: S/S OIL: Min: Other Derrent-	SIANDARD	Max:	Min Pay: Div: Min:		Prod/Sales: Prod/Sales: Prod/Sales:	es: es:	
	1			Remarks					
		<b>Type Date</b> CONTINUE Nov 2	<b>Date</b> Nov 26, 2008	Description AUGUST 26, 2008 LETTER FROM THE CROWN: CONTINUES THE	LETTER FRC	M THE CROW	N: CONTINUI	ES THE	

•

Report Date: Page Number:	Oct 02, 2018 r: 4 **REPORTED IN HECTARES**	ECTARES**		MANITO Mineral ]	MANITOK ENERGY. INC. Mineral Property Report	sY. INC. Report		Category:	MJNERAL	
File Number File Status Mineral Int	Lse Type Lessor Type Int Type / Lse No/Name Operator / Payor	Ape Me	Exposure Gross Net	Exposure Oper.Cont. ROFR Gross Net Doi Partner(s)	ROFR	DOI Code *		Lease Descri	Lease Description / Rights Held	teld
(conťd)										
M00968	Ē			Remarks						
	Type	Date	Description FOLLOWING (PNG TO B/	n IG LANDS UN IASE NORDEC	Ider Sectic 36), sec 35 (	Description FOLLOWING LANDS UNDER SECTION 15 TWP 42 RGE 9 W5M SEC 25 (PNG TO BASE NORDEGG), SEC 35 (PNG TO BASE ROCK CREEK) THE	(9 W5M SEC 25 ICK CREEK) THE	10		
			FOLLOWIN TWP 43 RG	FOLLOWING LANDS ARE TERMINATED: TWP 43 RGE 9 W5M SEC 10	LE TERMINAT C 10	ÉD:	× ·			
	HISTORICAL	Aug 31, 2011	E 25 RIGHT PETROLEL NOVEMBEI AND TOUR	TS FROM SUF JM, NATURAL R 19, 2012 BE NAMENT EXF	E TO BASE GAS AND G TWEEN DEV	PETROLEUM, NATURE TO BASE NORDEGG ACQUIRED THROUGH PETROLEUM, NATURAL GAS AND GENERAL CONVEYANCE DATED NOVEMBER 19, 2012 BETWEEN DEVON NEC CORPORATION, AS VENDOR, AND TOURNAMENT EXPLORATION LTD., AS PURCHASER. (C0150)	RED THROUGH ANCE DATED ATION, AS VENI SER. (C0150)	JOR,		
-										
M00968	LICENCE CR WI	Eff: Jan 23, 1997 Exn: Jan 22, 2001	256.000 256.000	MANITOK		WI 100.0000000		Area : WILLE TWP 42 RGE	Area : WILLESDEN GREEN TWP 42 RGE 9 W5M SEC 25	
ACTIVE	5497010205	Ext: 18						ALL PNG FR(	ALL PNG FROM BASE CARDIUM TO	DIUM TO
		Ext: Nov 01, 2018		Total Rental:	896.00			BASE NORDEGG	EGG	
100.00000000	CENOVUS							EXCL CBM FROM BASE NORDEGG	EXCL CBM FROM BASE CARDIUM 10 BASE NORDEGG	
	Status	Ť	Hectares	Net		Hectares	Net	(EXCLUDES		
		Prod:	0.000	0.000	NProd:	0.000	0.000	100/09-25-04	(00/09-25-042-09W5/00 WELLBORE)	LBORE)
	DEVELOPED	Dev:	256.000	256.000	Undev:	0.000	0.000			
		Prov:	0.000	0.000	NProv:	0.000	0.000		Related Contracts	cts
								C00312 A C00808 B	P&S FARMOUT	Sep 29, 2016(1) Aug 23, 2007
		:	Rova	Rovalty / Encumbrances	ances			C00932 E	AOL	Jul 28, 2006
								C00932 F	JOA	Jul 28, 2006
7 Ω	<pre><linked> Royalty Type C00808 B GROSS OVEF</linked></pre>	Royalty Type GROSS OVERRIDING ROYALTY	Product Type ALL PRODUCTS	rpe Sliding	Sliding Scale Convertible	ertible % of Prod/Sales N 60.0000000 % of	e % of Prod/Sales 60.0000000 % of PROD	C01157 V	ROYALTY	May 19, 2017
	Roy Percent:	ent: 7.0000000						Well U.W.I.		Status/Type

Report Date: O Page Number:	Oct 02, 2018 5 **REPORTED IN HECTARES**	TARES**	MANIT	MANITOK ENERGY. INC. Mineral Property Report	. INC. eport	Category: MINERAL
File Number La File Status In Mineral Int O	Lse Type Lessor Type Int Type / Lse No/Name Operator / Payor		Exposure Oper.Cont. ROFR Gross Net Doi Partner(s)	*	DOI Code *	Lease Description / Rights Held
(contd) M00968	Deduction: C Gas: Royalty: S/S OIL: Min: Other Percent:	۲: AES Att	Mi	Min Pay: Div: Min:	Prod/Sales: Prod/Sales: Prod/Sales:	100/04-25-042-09-W5/00 SUSP/GAS 100/04-25-042-09-W5/02 COMMINGLE/GAS
			Royalty / Encumbrances	nbrances		1
<ul> <li>C01157 V</li> </ul>	ced> Royalty Type 57 V GROSS OVERRIDING ROYALTY Roy Percent: 4.0000000 Deduction: NO Gas: Royalty: S/S OIL: Min: Other Percent:	IIDING ROYALTY II 4.0000000 NO V: nt:	Product Type Slidi ALL PRODUCTS Mi Max:	Sliding Scale Convertible N N N N Min Pay: Div: Min:	lble % of Prod/Sales 100.0000000 % of SALES Prod/Sales: Prod/Sales: Prod/Sales:	ß
	Royalty Type CROWN SLIDING	Royalty Type Product Type CROWN SLIDING SCALE ROYALTYALL PRODUCTS		Sliding Scale Convertible Y 1	ible % of Prod/Sales 100.00000000 % of PROD	0
	Koy Percent: Deduction: Gas: Royalty: S/S OIL: Min: Other Percent:	:: STANDARD Y: nt:	Mi Max:	Min Pay: Div: Min:	Prod/Sales: Prod/Sales: Prod/Sales:	
	Type D CONTINUE N	<b>Date</b> Nov 26, 2008	Remarks Description AUGUST 26, 2008 LETTER FROM THE C FOLLOWING LANDS UNDER SECTION 1 (PNG TO BASE NORDEGG), SEC 35 (PN FOLLOWING LANDS ARE TERMINATED:	TTER FROM THE C UNDER SECTION 1 DEGG), SEC 35 (PN ARE TERMINATED	Remarks Description AUGUST 26, 2008 LETTER FROM THE CROWN: CONTINUES THE FOLLOWING LANDS UNDER SECTION 15 TWP 42 RGE 9 W5M SEC 25 (PNG TO BASE NORDEGG), SEC 35 (PNG TO BASE ROCK CREEK) THE FOLLOWING LANDS ARE TERMINATED:	

Report Date: Page Number:	Oct 02, 2018 : 6 **REPORTED IN HECTARES**	ECTARES**		MANITOK ENERGY. INC. Mineral Property Report	K ENERC Property	sY. INC. Report		Category:	MINERAL	
File Number File Status Mineral Int	Lse Type Lessor Type Int Type / Lse No/Name Operator / Payor	Ape me	Exposure ( Gross Net I	Oper.Cont. ROFR Doi Partner(s)	KOFR	DOI Code		Lease Desci	Lease Description / Rights Held	Teld
(cont'd)										
M00968	0			Remarks						
	Type	Date	Description	Description Tive 43 DCE 0 MAM SEC 10	0 F C					
	CONTINUE	Aug 06, 2008	JULY 16, 2008 2008-AUG-06	08 - DEVON I 66	LETTER APP	JULY 16, 2008 - DEVON LETTER APPEALS CROWN CONTINUATION OF 2008-AUG-06	ITINUATION OI	14		
			SECTION 2:	SECTION 25 TO BASE ROCK CREEK.	OCK CREEK	. 1				
	CONTINUE	Nov 01, 2018	LANDS ARE NORDEGG	E CONTINUEI TO NOV 1 2(	D UNDER SE 018 AS PER.	LANDS ARE CONTINUED UNDER SEC 18 BLOE BASE CARDIUM TO BASE NORDEGG TO NOV 1 2018 AS PER AER NOTICE DD NOVE 1, 2017	ARDIUM TO BA DVE 1, 2017	ŜĒ		
M00968	LICENCE CR	Eff: Jan 23, 1997	0.000	C00932 B 1	No	M		Area : WILLE	Area : WILLESDEN GREEN	
Sub: D	WRI	Exp: Jan 22, 2001		MANITOK		60.0000000		TWP 42 RGI	TWP 42 RGE 9 W5M SEC 35	2
ACTIVE	5497010205	<b>Ext:</b> 15	0.000	WHITECAP RES	ĒS	40.00000000		ALL PNG FROM	ALL PNG FROM TOP SURFACE TO	ACE TO
100.0000000	CENOVUS	Count Acreage = No		Total Rental:	0.00			EXCLALL C	EXCLALL CBM FROM TOP SURFACE	SURFACE
								TO BASE CARDIUM	<b>NRDIUM</b>	
	Status		Hectares	Net		Hectares	Net			
		Prod:	0.000	0.000	NProd:	0.000	0.000 6.666		Related Contracts -	cts
		Dev:	0.000	0.000	Undev:	0.00	0.000	C00512 A		001 28, 2010(1)
		Prov:	0.000	0.000	NProv:	0.00	000.0	C00932 B C00932 B C00989 A	FARMOUT JOA FARMOUT	Aug 23, 2007 Jul 28, 2006 Jan 13, 2010
			Royal	Royalty / Encumbrances	ances			C01157 Z	ROYALTY	May 19, 2017
3 ₽	<ul> <li>Linked&gt; Royalty Type</li> <li>C00808 A GROSS OVERRIE</li> <li>Roy Percent:</li> <li>Deduction:</li> <li>Case: Parative</li> </ul>	Royalty Type GROSS OVERRIDING ROYALTY Roy Percent: 7.0000000 Deduction: YES Gae: Povatur	Product Type ALL PRODUCTS	oe Sliding Sca ICTS N Min Pavr	Sliding Scale Convertible N Ø Min Pav <sup>-</sup>	ertible % of Prod/Sales N 60.0000000 % of Prod/Sales:	/Sales % of PROD sales:	Well U.W.I. 100/16-35-042-09- 100/13-35-042-09- 100/14-35-042-09-	W5/00 F W5/00 F W5/00 F	Status/Type LOWING/OIL LOWING/OIL LOWING/OIL
	Gas: Royany S/S OIL: Min:	auty- Min:			T	(1971) -	2016-9-1			

.

**REPOI	T T **REPORTED IN HECTARES**	Mine	ral Proper	MANILOK ENERGY. INC. Mineral Property Report	Ū	Category: M	MINERAL
File Number Lse Type Lesso File Status Int Type / Lse No Mineral Int Operator / Payor	Lse Type Lessor Type Int Type / Lse No/Name Operator / Payor	Exposure Oper.Cont. R Gross Net Doi Partner(s)	Oper.Cont. ROFR Doi Partner(s)	DOI Code *		Lease Descriptic	Lease Description / Rights Held
(conťd)	Other Percent:	Max:	Div: Min:	Prod/Sales: Prod/Sales:			
M00968 D		Royalty / Encumbrances	umbrances				·
<ul> <li>Linked&gt; Rc</li> <li>C00989 A GF</li> </ul>	Royalty Type GROSS OVERRIDING ROYALTY Roy Percent: 10.00000000 Production: 11NI/N/N/N	Product Type SII ALL PRODUCTS	Sliding Scale Convertible N 4(	onvertible % of Prod/Sales N 40.0000000 % of PROD	PROD		
	ä :: ä	Max:	Min Pay: Div: Min:	Prod/Sales: Prod/Sales: Prod/Sales:			
<ul> <li>Linked&gt; Rc</li> <li>C01157 Z GF</li> </ul>	Royalty Type GROSS OVERRIDING ROYALTY Roy Percent: 4,0000000 Deduction: NO	Product Type Sli ALL PRODUCTS	Sliding Scale Convertible N 6	onvertible % of Prod/Sales N 60.0000000 % of SALES	SALES		
	x :: #	Max:	Min Pay: Dív: Min:	Prod/Sales: Prod/Sales: Prod/Sales:			
S. R	Royalty Type Product Type CROWN SLIDING SCALE ROYALTYALL PRODUCTS	Product Type Sli YALL PRODUCTS	Sliding Scale Convertible Y N 1	onvertible % of Prod/Sales N 100.00000000 % of PROD	PROD		
	Koy Percent: Deduction: STANDARD Gas: Royalty: S/S OIL: Min: Other Percent:	l Max:	Min Pay: Div: Min:	Prod/Sales: Prod/Sales: Prod/Sales:			
		Remarks	lks				·
Ϋ́Υ	Type Date CONTINUE Nov 26, 2008	<b>Description</b> AUGUST 26, 2008 L	ETTER FROM	<b>Description</b> AUGUST 26, 2008 LETTER FROM THE CROWN: CONTINUES THE	E		

.

Report Date: Page Number:	Oct 02, 2018 r. 8 **REPORTED IN HECTARES**	HECTARES**		MANITO	MANITOK ENERGY. INC. Mineral Property Report	3Y. INC. Report		Category:	MINERAL	
File Number File Status Mineral Int	Lse Type Lessor Type Int Type / Lse No/Name Operator / Payor	ype ame	Exposure Gross Net	Oper.Cont. ROFR Doi Partner(s)	ROFR	DOI Code		Lease Descr	Lease Description / Rights Held	Held
(conťd) M00968				Remarks						
	Type	Date	Description FOLLOWING (PNG TO BA FOLLOWING TWP 43 RGI	Description FOLLOWING LANDS UNDER SECTION 1 (PNG TO BASE NORDEGG), SEC 35 (PN FOLLOWING LANDS ARE TERMINATED: TWP 43 RGE 9 W5M SEC 10	IDER SECTIO GG), SEC 35 LE TERMINAT C 10	Description FOLLOWING LANDS UNDER SECTION 15 TWP 42 RGE 9 W5M SEC 25 (PNG TO BASE NORDEGG), SEC 35 (PNG TO BASE ROCK CREEK) THE FOLLOWING LANDS ARE TERMINATED: TWP 43 RGE 9 W5M SEC 10	E 9 W5M SEC 25 DCK CREEK) TH			
M00968 Sub: E	LICENCE CR WI	Eff: Jan 23, 1997 Exp: Jan 22, 2001	256.000 256.000	C00932 G MANITOK	No	WI 100.00000000		Area : WILLE TWP 42 RGE	Area : WILLESDEN GREEN TWP 42 RGE 9 W5M SEC 35	2
ACTIVE		Ext: 15	256.000	Total Rental:	896.00			ALL PNG FROM BASI BASE ROCK_CREEK	ALL PNG FROM BASE CARDIUM TO BASE ROCK_CREEK	DIUM TO
	CENOVUS Status	÷	Hectares	Net		Hectares	Net	OSTRACOD EXCLALL CE	EXCLALL FING FROM FOR OSTRACOD_ZONE TO BASE ROCK_CI EXCLALL CBM FROM BASE CARDIUM	OSTRACOD_ZONE TO BASE ROCK_CREEK EXCLALL CBM FROM BASE CARDIUM
	DEVELOPED	Prod: Dev:	0.000 256.000	0.000 256.000	NProd: Undev:	0.000	0.000	TO BASE ROCK_CREEK	ICK_CREEK	
			0.000	0.000	NProv:	0000	0.000	ļ	Related Contracts P&S Sep 2 FARMOUT Aug 2	acts
			Roya	Royalty / Encumbrances	ances			C00932 G C01157 AA	JOA ROYALTY	Jul 28, 2006 May 19, 2017
4Ω	<pre><linked> Royalty Type C00808 A GROSS OVERRII Roy Percent:</linked></pre>	RRIDIN Int:	Product Type ALL PRODUCTS	rpe Sliding UCTS N	Silding Scale Convertible N 6	<b>ertible % of Prod/Sales</b> N 60.0000000 % of	<b>id/Sales</b> ) % of PROD			
	Deduction: Gas: Royalty: S/S OIL: Min: Other Percent:	on: YES yalty: Min: rrcent:	Max:	Min Pay: Dív: Min:	Pay: Div: Min:	Prod Prod	Prod/Sales: Prod/Sales: Prod/Sales:			

Report Date: Page Number:	Oct 02, 2018 : 9 •*REPORTED IN HECTARES**	CTARES <sup>++</sup>	MANI	TOK ENE ral Prope	MANITOK ENERGY. INC. Mineral Property Report		Category:	MINERAL	
File Number File Status Mineral Int	Lse Type Lessor Type Int Type / Lse No/Name Operator / Payor	9 9 9	Exposure Oper.Cont. ROFR Gross Net Doi Partner(s)	nt. ROFR ner(s)	DOI Code *		Lease Descri	Lease Description / Rights Held	
(cont'd)									
M00968	ш		Royalty / Encumbrances	- Imbrances					
4 2	Linked> Royalty Type C01157 AA GROSS OVERRIDING ROYALTY Roy Percent: 4.00000000 Doduction: NO	RIDING ROYALTY nt: 4.0000000 . NO	Product Type Sli ALL PRODUCTS	Sliding Scale Convertible N 1-	<b>Convertible % of Prod/Sales</b> N 100.0000000 % of	<b>/Sales</b> % of SALES			
	Gas: Royalty: S/S OIL: Min: Other Percent:	L	Max:	Min Pay: Div: Min:	Prod/Sales: Prod/Sales: Prod/Sales:	àales: Sales: Sales:			
	Royalty Type CROWN SLIDING	Royalty Type Product Type CROWN SLIDING SCALE ROYALTYALL PRODUCTS		Sliding Scale Convertible Y N 1	Convertible % of Prod/Sales N 100.0000000 % of PROD	<b>/Sales</b> % of PROD			
	Contraction: Deduction: Gas: Royalty: S/S OIL: Min: Other Percent:	tty: standard in: ent:	Max:	Min Pay: Div: Min:	Prod/Sales: Prod/Sales: Prod/Sales:	àales: àales: àales:			
			Remarks	ks					
	Type CONTINUE	<b>Date</b> Jun 20, 2008	Description JUNE 17, 2008 LETT CONTINUES THE FG TWP 42 RGE 9 W5M THE FOLLOWING L TWP 43 RGE 9 W5M	THER FROM THE OLLOWING LOWING LAND A SEC 25, 35 ANDS ARE TI ANDS ARE TI ANDS ARE TI ASEC 10	Description JUNE 17, 2008 LETTER FROM THE CROWN: 2008-JUN-20 CONTINUES THE FOLLOWING LANDS UNDER SECTION 15 TWP 42 RGE 9 W5M SEC 25, 35 (PNG TO BAES ROCK CREEK) THE FOLLOWING LANDS ARE TERMINATED: TWP 43 RGE 9 W5M SEC 10	115 REEK)			
M00968	LICENCE CR	Eff: Jan 23, 1997	0.000 C00932	о Р С	Ā		Area : WILLES	Area : WILLESDEN GREEN	

**REPORTED IN HECTARES**						2		
Lse Type Lessor Type Int Type / Lse No/Name Operator / Payor	Exposure Gross Net	Oper.Cont. ROFR Doi Partner(s)	* ب	DOI Code	*	Lease Descr	Lease Description / Rights Held	Held
								·
Wl Exp: Jan 22, 2001 5497010205 Ext: 15	0.000	MANITOK CENOVUS		40.0000000 60.00000000		TWP 42 RGE 9 W ALL CBM FROM T	TWP 42 RGE 9 W5M W 25 ALL CBM FROM TOP SURFACE TO	FACE TO
CONOCO BKC CENOVUS Count Acreage = No	Q	Total Rental:	0.00			(EXCLUDES 100/09-25-04	EXSE NORDEGG (EXCLUDES 100/09-25-042-09W5/00 WELLBORE)	ELLBORE)
	Hectares			Hectares	Net			
Prod: Dev: Prov:	0.000 0.000 0.000	0.000 0.000 0.000 0.000	NProd: Undev: NProv:	0.000 0.000 0.000	0.000 0.000 0.000	C00312 A C00932 C C01157 W	Related Contracts P&S Sep JOA Jul ROYALTY May	acts
	Roya	Royalty / Encumbrances	es					
<linked> Royalty Type C01157 W GROSS OVERRIDING ROYALTY Roy Percent: 4.0000000</linked>	Product Type ALL PRODUCTS	/pe Sliding Scale Convertible UCTS N A4	ale Conv	<b>ertible % of P</b> N 40.000000	e % of Prod/Sales 40.0000000 % of SALES			
<b>u</b>	Max:	Min Pay: Div: Min:		<u>.</u>	Prod/Sales: Prod/Sales: Prod/Sales:			
Royalty Type Product Type CROWN SLIDING SCALE ROYALTYALL PRODUCTS	Product Ty	/pe Sliding Sc: UCTS Y	ale Conv	ertible % of F N 100.00000	rod/Sales 000 % of PROD			-
Roy Percent: Deduction: STANDARD Gas: Royalty: S/S OIL: Min: Other Percent:	Max:	Min Pay: Div: Mín:		222	od/Sales: od/Sales: od/Sales:			
Other Percent: yalty Type 30WN SLIDING SCALE ROYALT Roy Percent: Peduction: STANDARD Gas: Royalty: S/S OIL: Min: Other Percent:	Pr Ma Ma	L PROD x: x:	Min: Product Type Sliding Sc ALL PRODUCTS Y Min Pay: Max: Div: Min:	Min: oduct Type Sliding Scale Conv L PRODUCTS Y Min Pay: uc: Div: Min:	Min: Sliding Scale Convertibl Min Pay: Div: Min:	Min: Sliding Scale Convertible % o Y 100.000 Min Pay: Div: Min:	Min: Sliding Scale Convertibl V Min Pay: Div: Min:	Min: Sliding Scale Convertibl V Min Pay: Div: Min:

Report Date: Page Number:	Oct 02, 2018 11 **REPORTED IN HECTARES**	IECTARES**		MANITO Mineral	MANITOK ENERGY. INC. Mineral Property Report	SY. INC. Report		Category:	MINERAL	
File Number File Status Mineral Int	Lse Type Lessor Type Int Type / Lse No/Name Operator / Payor	ype ame	Exposure Gross Net	Exposure Oper.Cont. ROFR Gross Net Doi Partner(s)	ROFR	DOI Code	*	Lease Descr	Lease Description / Rights Held	Held
(cont'd)										
M00968	L			Remarks						
	Type GENERAL	<b>Date</b> Nov 21, 2012	Description RIGHTS AC CONVEYAN CORPORAT PURCHASE	scription 3HTS ACQUIRED THI NVEYANCE DATED 1 3RPORATION, AS VEI 1RCHASER. (C0150)	ROUGH PETI NOVEMBER NDOR, AND <sup>-</sup>	Description RIGHTS ACQUIRED THROUGH PETROLEUM, NATURAL GAS AND GI CONVEYANCE DATED NOVEMBER 19, 2012 BETWEEN DEVON NEC CORPORATION, AS VENDOR, AND TOURNAMENT EXPLORATION LI PURCHASER. (C0150)	<b>Description</b> RIGHTS ACQUIRED THROUGH PETROLEUM, NATURAL GAS AND GENERAL CONVEYANCE DATED NOVEMBER 19, 2012 BETWEEN DEVON NEC CORPORATION, AS VENDOR, AND TOURNAMENT EXPLORATION LTD., AS PURCHASER. (C0150)	VERAL D., AS		
M00968	LICENCE CR	<b>Eff:</b> Jan 23, 1997	0.000	C00932 D	No	M		Area : WILLE	Area : WILLESDEN GREEN	
Sub: G	MI	Exp: Jan 22, 2001	0.000			40.00000000		TWP 42 RGE	TWP 42 RGE 9 W5M SEC 35	5
ACTIVE	5497010205 CONOCO PBC	<b>Ext:</b> 15	0.000	CENOVUS		60.00000000		ALL CBM FROM TOP BASE BOCK CREEK	ALL CBM FROM TOP SURFACE TO BASE BOCK CREEK	ACE TO
100.0000000		Count Acreage = No	No	Total Rental:	0.00			EXCL CBM FROM TOP	ROM TOP	
	Status	-	Hectares	Net		Hectares	Net	(EXCL. PROD. FROM	ZUNE 10 BAS	USTRACUD_ZUNE TO BASE RUCK_UREEN (EXCL. PROD. FROM
		Prod:	0.000	0.000	NProd:	0.000	0.000	100/08-35-04	100/08-35-042-09W/5/00 & /02	2
		Dev:	0.000	0.000	Undev:	0.000	0.000	WELLS - TVI	WELLS - TVD INTERVAL OF 2541 -	= 2541 -
		Prov:	0.000	0.000	NProv:	0.000	0.000	2582M)		
	·							1	Related Contracts	acts
			Roya	Royalty / Encumbrances	rances			C00312 A C00332 D	P&S	Sep 29, 2016(I) .Int 28, 2006
4	<linked> Royalty Type</linked>	۵	Product Type	ype Sliding	Sliding Scale Convertible			C01157 AB	ROYALTY	May 19, 2017
ರ	01157 AB GROSS OVERRII Roy Percent: Deduction:	ERRIDING ROYALTY cent: 4.0000000 m: NO	ALL PRODUCTS	DUCTS N		N 40.0000000	00 % of SALES			
	Gas: Royalty:			Min Pay:	ay:	Pre	Prod/Sales:			-
	S/S OIL: Min: Other Percent:	Min: rcent:	Max:		Div: Min:	2 A 2 A	Prod/Sales: Prod/Sales:			

Report Date: Page Number:	Oct 02, 2018 r: 12 **REPORTED IN HECTARES**	HECTARES**		MANITOK ENERGY. INC. Mineral Property Report	K ENER Propert	MANITOK ENERGY. INC. Mineral Property Report		Category:	MINERAL	
File Number File Status Mineral Int	Lse Type Lessor Type int Type / Lse No/Name Operator / Payor	[ype ame	Exposure Gross Net	Oper.Cont. ROFR Doi Partner(s)	() *	DOI Code		Lease Descr	Lease Description / Rights Held	Held
(cont'd)										
M00968	G		Roy	Royalty / Encumbrances	ances					
	Royalty Type CROWN SLIDING Roy Percent	Royalty Type Product Type CROWN SLIDING SCALE ROYALTYALL PRODUCTS Boy Decremt:	Product Type	<mark>уре Sliding</mark> DUCTS Y	Sliding Scale Convertible Y N 1	<b>vertible % of Prod/Sales</b> N 100.0000000 % of	<b>a % of Prod/Sales</b> 100.0000000 % of PROD			
	Deduction: Gas: Royalty:	on: STANDARD yalty:		Min Pay:	ay:	Prod	Prod/Sales:			
	S/S OIL: Min: Other Percent:	: Min: ercent:	Мах:		Div: Min:	Prod	Prod/Sales: Prod/Sales:			
				Remarks						
	Type General	<b>Date</b> Nov 21, 2012	Descriptik PTN LEAS GENERAL NEC COR LTD., AS F	DI SELANDS ACC - CONVEYANC PORATION, AS PURCHASER. (	NUIRED THI E DATED N S VENDOR, C0150)	Description PTN LEASE/LANDS ACQUIRED THROUGH PETROLEUM, NATURAL GAS AND GENERAL CONVEYANCE DATED NOVEMBER 19, 2012 BETWEEN DEVON NEC CORPORATION, AS VENDOR, AND TOURNAMENT EXPLORATION LTD., AS PURCHASER. (C0150)	JM, NATURAL G. 2 BETWEEN DE' IT EXPLORATIO	AS AND VON		
M00968 Sub: H ACTIVE	LICENCE CR WI 5497010205	Eff: Jan 23, 1997 Exp: Jan 22, 2001 Ext: 15	000.0 000.0	C00932 A MANITOK CENOVUS	oN N	WI 60.0000000 40.0000000		Area : WILLE TWP 42 RGE ALL PNG FR	Area : WILLESDEN GREEN TWP 42 RGE 9 W5M SEC 35 ALL PNG FROM TOP OSTRACOD_ZONE	5 ACOD_ZONE
100.0000000	CENOVUS	Count Acreage = No	No	Total Rental:	0.00				I O BASE ROUN_CREEN Balated Contracts -	ş
	Status	Prod: Dev: Prov:	Hectares 0.000 0.000 0.000	<b>Net</b> 0.000 0.000 0.000	NProd: Undev: NProv:	Hectares 0.000 0.000 0.000	<b>Net</b> 0.000 0.000 0.000	C00312 A C00808 A C00932 A C01157 AC	P&S FARMOUT JOA ROYALTY	Sep 29, 2016(I) Aug 23, 2007 Jul 28, 2006 May 19, 2017

Report Date: Oct 02, 2018 Page Number: 13 **REPORTED IN HECTARES**	MAN Min	MANITOK ENERGY. INC. Mineral Property Report	RGY. INC. rty Report	Category: MINERAL	
File Number Lse Type Lessor Type File Status Int Type / Lse No/Name Mineral Int Operator / Payor	Exposure Oper.Cont. ROFR Gross Net Doi Partner(s)	Oper.Cont. ROFR Doi Partner(s)	DOI Code *	Lease Description / Rights Held	ъ
(cont'd)					
M00968 H				Weil U.W.J. Statu:	Status/Type
	Koyalty / En	Koyalty / Encumbrances		100/08-35-042-09-VV3/00 FLOVING/GAS 100/08-35-042-09-W5/02 COMMINGLE/GAS	NGLE/GAS
	Product Type ALL PRODUCTS	Sliding Scale Convertible N N 6	onvertible % of Prod/Sales N 60.0000000 % of PROD		
Deduction: YES Gas: Rovalty:		Min Pay:	Prod/Sales:		
S/S OIL: Min:	Max:	Ni	Prod/Sales:		
Other Percent:		Min:	Prod/Sales:		
<ul> <li><linked> Royalty Type</linked></li> <li>C01157 ACGROSS OVERRIDING ROYALTY</li> <li>Roy Percent: 4.0000000</li> <li>Deduction: NO</li> </ul>	Product Type ALL PRODUCTS	Sliding Scale Convertible N 6	0.0000 0.0000	s SALES	
Gas: Royalty:		Min Pay:	Prod/Sales:		
S/S OIL: Min:	Max:	Div:	Prod/Sales:		
Other Percent:		Min:	Prod/Sales:		
Royaity Type Product Type CROWN SLIDING SCALE ROYALTYALL PRODUCTS Rov Percent:	Product Type S DYALTYALL PRODUCTS	Sliding Scale Convertible Y N 1	onvertible % of Prod/Sales N 100.0000000 % of PROD	s F PROD	
Deduction: STANDARD	ARD				
Gas: Royalty:		Min Pay:	Prod/Sales:		
S/S OIL: Min: Other Percent:	Max:	Div: Min:	Prod/Sales: Prod/Sales:		
	Remarks	arks			
Type Date CONTINUE Jun 20, 2008	Description JUNE 17, 2008 LE	TTER FROM TH	Description JUNE 17, 2008 LETTER FROM THE CROWN: CONTINUES THE	ш	
	-				

Report Date: Page Number:	Ó I	2018 ORTED IN H	ct 02, 2018 14 **REPORTED IN HECTARES**		MANITO Mineral	MANITOK ENERGY. INC. Mineral Property Report	SY. INC. Report		Category:	MINERAL	
File Number File Status Mineral Int		Lse Type Lessor Type Int Type / Lse No/Name Operator / Payor	ype ame	Exposure Gross Net	Exposure Oper.Cont. ROFR Gross Net Doi Partner(s)	ROFR s) *	DOI Code	*	Lease Descr	Lease Description / Rights Held	Heid
(conťd)	-										
M00968	 エ				Remarks						
	-	Type	Date	Description FOLLOWING 35 (PNG TO THE FOLLO	Description FOLLOWING LANDS UNDER SEC 35 (PNG TO BAES ROCK CREEK) THE FOLLOWING LANDS ARE TE	NDER SECTIO K CREEK) DS ARE TERN	<b>Description</b> FOLLOWING LANDS UNDER SECTION 15 TWP 42 RGE 9 W5M SEC 25, 35 (PNG TO BAES ROCK CREEK) THE FOLLOWING LANDS ARE TERMINATED: TWP 43 RGE 9 W5M SEC 10	E 9 W5M SEC 25 RGE 9 W5M SEC	10		
M00980 Sub: A ACTIVE 100.0000000	PNG C WI 0507120160 MANITOK	2 5 5 K 60 CA	Eff: Dec 13, 2007 Exp: Dec 12, 2012 Ext: 15	7 192.000 2 192.000 192.000	MANITOK Total Rental:	672.00	WI 100.0000000		Area : WILLESDEN TWP 42 RGE 8 W5 ALL PNG FROM BA BASE MANNVILLE	Area : WILLESDEN GREEN TWP 42 RGE 8 W5M N 31, SE 31 ALL PNG FROM BASE CARDIUM TO BASE MANNVILLE	SE 31 SDIUM TO
		Status DEVELOPED		Hectares 0.000 192.000	0.000 0.000	NProd: Undev:	Hectares 0.000 0.000	Net 0.000 0.000	C00312 A C00997 A C01157 M	- Related Contracts P&S Sep FO&OPT Apr ROYALTY May	acts
			Prov:	0.000	0.000	NProv:	000.0	0.00.0	Well U.W.I. 102/16-31-042-08-	W5/00 F	Status/Type LOWING/GAS
				Roya	Royalty / Encumbrances	rances					
<b>⊽</b> 0	<pre><linked> F</linked></pre> C00997 A C00997 A C	Royalty Type GROSS OVERRII Roy Percent: Deduction:	Royalty Type GROSS OVERRIDING ROYALTY Roy Percent: 10.0000000 Deduction: NO	Product Type Y ALL PRODUCTS 00	Ś	Sliding Scale Convertible N 2	<b>rertible % of Prod/Sales</b> N 25.00000000 % of	od/Sales ) % of PROD			
		Gas: Royalty: S/S OIL: Min: Other Percent:		Max:	Min Pay: Div: Min:	Pay: Div: Min:	Pro Pro	Prod/Sales: Prod/Sales: Prod/Sales:			

Page Number:	0ct 02, 2018 15 **REPORTED IN HECTARES**	ECTARES**	MAN	MANITOK ENERGY. INC. Mineral Property Report	ERGY. IN erty Repo	ਹੱਦ ਹੁੰਦ	Category:	iory: MINERAL	
File Number L File Status In Mineral Int O	Lse Type Lessor Type Int Type / Lse No/Name Operator / Payor	pe ne	Exposure Oper.Cont. R Gross Net Doi Partner(s)	Oper.Cont. ROFR Doi Partner(s)	DOI Code	* ×	Lease	Lease Description / Rights Held	łeid
(cont'd)									
M00980	A		Rovaltv / Encumbrances	umbrances					·
4Lin C011	<pre><linked> Royalty Type C01157 M GROSS OVERRIL Roy Percent:</linked></pre>	KRIDIN snt:	Product Type SI ALL PRODUCTS	Sliding Scale Convertible	Convertible N 10	e % of Prod/Sales 100.0000000 % of SALES	SALES		
	Deduction: Gas: Royalty: S/S OlL: Min: Other Percent:	r: NO alty: Ain: cent:	Max:	Min Pay: Div: Min:		Prod/Sales: Prod/Sales: Prod/Sales:			
	Royaity Type CROWN SLIDING Rov Percent	Royalty Type Product Type CROWN SLIDING SCALE ROYALTYALL PRODUCTS Rov Parcent	Product Type SI YALL PRODUCTS	Sliding Scale Convertible Y N 1	Convertible N 10	e % of Prod/Sales 100.0000000 % of PROD	PROD		
	Deduction: Gas: Royalty: S/S OIL: Min: Other Percent:	n: STANDARD alty: fin: cent:	Мах:	Min Pay: Dív: Mín:		Prod/Sales: Prod/Sales: Prod/Sales:			
			Remarks	irks					
	Type CONTINUE	<b>Date</b> Dec 05, 2012	Description RESPONSE RECEIVED FROM CROWN DATED OCT 24 2012. ALLOWING SEC 15 CONTINUATION FROM BELOW BASE CARDIUM TO BASE MANVILLE SEF FILE FOR DETAILS	IVED FROM ( ATION FROM I FOR DET4	SROWN DATE Below Base	ED OCT 24 2012. A	SE		
	CONTINUE	Sep 12, 2012	AGREEMENTS 0507120160 (M0073) AND 0507120161 (M0074) EXPIRING DECEMBER 12, 2012. ADVANCED RULING APPLICATION FAXED AND SENT BY COURIER TO CROWN SEPT 12 2012 TO CONTINUE UNDER SECTION 15(1)(E)- MAPPING. SEE FILE FOR DETAILS. W/O CROWN RESPONSE	07120160 (M0 08ER 12, 2012 BY COURIEF 15(1)(E)- MAP SE	ADVANCED ADVANCED TO CROWN PING. SEE FI	7120161 (M0074) RULING APPLICA SEPT 12 2012 TO LE FOR DETAILS.	TION CONTINUE W/O		

Report Date: ( Page Number:	Oct 02, 2018 16 **REPORTED IN HECTARES**	N HECTA	RES**		MANITO Mineral	MANITOK ENERGY. INC. Mineral Property Report	Υ. INC. Report		Category:	MINERAL	
File Number L File Status L Mineral Int C	Lse Type Lessor Type Int Type / Lse No/Name Operator / Payor	or Type //Name		Exposure ( Gross Net I	Oper.Cont. ROFR Doi Partner(s)	ROFR s) *	DOI Code	*	Lease Descr	Lease Description / Rights Held	Held
M01061 F Sub: A V ACTIVE C 100.00000000 N	PNG CR WI 0508020188 MANITOK MANITOK	Eff: Ext: Ext:	<b>Eff:</b> Feb 07, 2008 <b>Exp:</b> Feb 06, 2013 <b>Ext:</b> 15	64.000 C 64.000 N 42.669 V	C00946 A No MANITOK WHITECAP RES Total Rental:	No RES 224.00	POOLED 66.67000000 33.3300000		Area : WILLESDE TWP 42 RGE 9 V ALL PNG FROM BASE CARDIUM (AS PER CONFIE	Area : WILLESDEN GREEN TWP 42 RGE 9 W5M SW 36 ALL PNG FROM TOP SURFACE TO BASE CARDIUM (AS PER CONFIRMATION LETTER	S ACE TO ETTER
	Status DEVELOPED		H Dev: Prov:	Hectares 0.000 64.000 0.000 0.000	<ul> <li>Net</li> <li>Net</li> <li>0.000</li> <li>NPro</li> <li>42.669</li> <li>Unde</li> <li>0.000</li> <li>NPro</li> <li>Royalty / Encumbrances</li> </ul>	NProd: Undev: NProv: ances	Hectares 0.000 0.000 0.000	Net 0.000 0.000 0.000	CONFIRMED CONFIRMED TO SECTION THE BASE C THE BASE C C00312 A C00945 A C00946 A	CONFIRMED CONTINUATION PURSI CONFIRMED CONTINUATION PURSI TO SECTION 15 FROM SURFACE TO THE BASE OF THE CARDIUM FM.) THE BASE OF THE CARDIUM FM.) CO0312 A PASS Sep 29, CO0312 A ROYALTY Nov 02, CO0946 A POOL Nov 10, 20, 20, 20, 20, 20, 20, 20, 20, 20, 2	CONFIRMED CONTINUATION PURSUANT CONFIRMED CONTINUATION PURSUANT TO SECTION 15 FROM SURFACE TO THE BASE OF THE CARDIUM FM.) THE BASE OF THE CARDIUM FM.) CO0312 A PASS Sep 29, 2016(1) CO0312 A P&S Sep 29, 2016(1) CO0345 A ROYALTY Nov 02, 2009 CO0946 A POOL Nov 10, 2009
▲Lin C000	<ul> <li>Linked&gt; Royalty Type</li> <li>C00945 A GROSS OVEF</li> <li>Roy Perce</li> <li>Deduction</li> <li>Gas: Royi</li> <li>S/S OIL: N</li> <li>Other Perce</li> </ul>	alty Type SSS OVERRIDI Roy Percent: Deduction: Gas: Royalty: S/S OIL: Min: Other Percent:	Royalty Type GROSS OVERRIDING ROYALTY Roy Percent: 6.0000000 Deduction: UNKNOWN Gas: Royalty: S/S OIL: Min: Other Percent:	Product Type ALL PRODUCTS Max:	Ś	le Conv	R 100.00000 N 100.00000 Pro Pro	<ul> <li>% of Prod/Sales</li> <li>100.0000000 % of PROD</li> <li>Prod/Sales:</li> <li>Prod/Sales:</li> <li>Prod/Sales:</li> </ul>	C01157 AD	ROYALTY	May 19, 2017
<pre><lin< pre=""></lin<></pre>	<ul> <li>Linked&gt; Royalty Type</li> <li>C01157 ADGROSS OVERRIDING ROYALTY</li> <li>Roy Percent:</li> <li>A.0000000</li> <li>Deduction:</li> <li>NO</li> <li>Gas: Royalty:</li> <li>Other Percent:</li> <li>Royalty Type</li> </ul>	alty Type OSS OVERRIDII Roy Percent: Deduction: Gas: Royalty: S/S OIL: Min: Other Percent: alty Type	NG ROYALTY 4.0000000 NO	Product Type ALL PRODUCTS Max: Product Type		ale Conv tie Conv	9.6	% of Prod/Sales 67000000 % of SALES Prod/Sales: Prod/Sales: Prod/Sales: % of Prod/Sales			

Sep 29, 2016(I) Jun 05, 2008 Jun 05, 2008 Status/Type 100/12-24-043-07-W5/00 SUSP/GAS ALL NG FROM BASE CARDIUM TO ----- Related Contracts TWP 43 RGE 7 W5M N 24, SW 24 Lease Description / Rights Held Area : WILLESDEN GREEN MINERAL BASE ROCK\_CREEK POOL POOL P&S Category: C00312 A C00936 A C00936 REQUESTING SECTION 15 CONTINUATION ON ENTIRE LEASE TO BASE 100.0000000 % of PROD CONTINUATION APPLICATION FAXED AND COURIERED FEB 5/13 0.000 Net Prod/Sales: Boo Prod/Sales: Prod/Sales: \* 10.00000000 15.00000000 22.5000000 52.5000000 POOLED DOI Code 0.000 0.000 0,000 MANITOK ENERGY. INC. Mineral Property Report Hectares MANNVILLE. W/O RESPONSE FROM CROWN. z \* 9446 Undev: NProv: NProd: Royalty / Encumbrances Exposure Oper.Cont. ROFR 19.200 BONAVISTA EN C Min Pay: <u>Di</u> Min: 192.000 C00936 A No Net Doi Partner(s) ≻ Total Rental: Remarks HARVEST Net 192.000 MANITOK 19.200 0.000 0.900 CANLIN CROWN SLIDING SCALE ROYALTYALL PRODUCTS Description Gross 0.000 192.000 000 Max: Hectares STANDARD Eff: Jul 10, 2003 Exp: Jul 09, 2007 Feb 05, 2013 \*\*REPORTED IN HECTARES\*\* Prod: Prov: Dev: Ą Date Other Percent: 蘆 Gas: Royalty: S/S OIL: Min: Roy Percent: Lse Type Lessor Type Int Type / Lse No/Name Deduction: DEVELOPED CONTINUE **Operator / Payor** LOTAGE CR Status Type Report Date: Oct 02, 2018 5403070302 HARVEST 100.0000000 CANLIN ∢ Page Number: 17 ₹ File Number (cont'd) File Status Mineral Int M01061 Sub: A ACTIVE M01181





H.

Report Date: Page Number:	0	ct 02, 2018 20 **REPORTED IN HECTARES**	HECTA	RES#		MANITO Mineral	MANITOK ENERGY. INC. Mineral Property Report	3Y. INC. Report			Category:	MINERAL	
File Number File Status Mineral Int	Lse Tyr Int Typ	Lse Type Lessor Type Int Type / Lse No/Name Operator / Payor	Type ame		Exposure Gross Net	Oper.Cont. ROFR Doi Partner(s)	ROFR s) *	DOI Code	*		Lease Descr	Lease Description / Rights Held	Held
M01227 Sub: A ACTIVE 100.0000000	PNG VI WI 0505060804 MANITOK MANITOK	0804 SK 2804	Eff: Exp: Ext:	Eff: Jun 30, 2005 Exp: Jun 29, 2010 Ext: 15	64.000 64.000 42.669	C00946 A No MANITOK WHITECAP RES Total Rental: 2	A No K AP RES tal: 224.00	POOLED 66.6700000 33.3300000	L 2 2		Area : WILLESDEN GREI TWP 42 RGE 9 W5M NW ALL PNG FROM TOP SU BASE CARDIUM EXCL PNG IN CARDIUM	Area : WILLESDEN GREEN TWP 42 RGE 9 W5M NW 36 ALL PNG FROM TOP SURFACE TO BASE CARDIUM EXCL PNG IN CARDIUM	ACE TO
		<b>Status</b> UNDEVELOPED		Prod: Dev: Prov:	Hectares 0.000 0.000 0.000	<b>Net</b> 0.000 0.000 0.000	NProd: Undev: NProv:	Hectares 0.000 64.000 0.000	Net 0.000 42.669 0.000		C00312 A C00312 A C00945 A C00946 A C01157 AE	- Related Contracts P&S Sep ROYALTY Nov POOL Nov ROYALTY May	acts
	I				Royal	Royalty / Encumbrances	rances						
VÕ	<linked> C00945 A C00945 A</linked>	Royalty Type GROSS OVERRIDI Roy Percent: Deduction: Gas: Royalty: S/S OIL: Min: Other Percent:	be EERRIDII cent: on: yalty: yalty: : Min: ercent:	Royalty Type GROSS OVERRIDING ROYAL TY Roy Percent: 6.00000000 Deduction: UNKNOWN Gas: Royalty: S/S OIL: Min: Other Percent:	Product Type ALL PRODUCTS Max:	S	Sliding Scale Convertible N N 1 Min Pay: Div: Min:	ertible % c	e % of Prod/Sales 100.0000000 % of PROD Prod/Sales: Prod/Sales: Prod/Sales:	PROD			
⊽ 0	<b>_inked&gt;</b> 01157 AE	<pre><linked> Royalty Type C01157 AE GROSS OVERRII Roy Percent: Deduction:</linked></pre>	se ERRIDI) cent: on:	<pre><linked> Royalty Type C01157 AE GROSS OVERRIDING ROYALTY</linked></pre>	Product Type ALL PRODUCTS	ស	Sliding Scale Convertible N 6	0.0		<b>Sales</b> % of SALES			
		Gas: Royalty: S/S OIL: Min: Other Percent:	yalty: : Min: ercent:		Max:	Min Pay: Div: Min:	Pay: Div: Min:		Prod/Sales: Prod/Sales: Prod/Sales:				·
		Royalty Type	e		Product Type		Sliding Scale Convertible		% of Prod/Sales				

Report Date: Page Number:	Ő	ct 02, 2018 21 **REPORTED IN HECTARES**	IECTARES**		MANITO Mineral	MANITOK ENERGY. INC. Mineral Property Report	зҮ. INC. Report		Category:	MINERAL	
File Number File Status Mineral Int		Lse Type Lessor Type Int Type / Lse No/Name Operator / Payor	ype ime	Exposure Gross Net	e Oper.Cont. ROFR s : Doi Partner(s)	ROFR s) *	DOI Code	*	Lease Descr	Lease Description / Rights Held	Held
(conťd) M01227	۲	CROWN SLIDING Roy Percent: Deduction: Gas: Royalty: S/S OIL: Min: Other Percent:	CROWN SLIDING SCALE ROYALTYALL PRODUCTS Roy Percent: Deduction: STANDARD Gas: Royalty: S/S OIL: Min: Max: Other Percent:	.TYALL PROI	Min	≺ Pay: Div: Min:	N 100.0000	100.00000000 % of PROD Prod/Sales: Prod/Sales: Prod/Sales:			
	1										
		<b>Type</b> CONTINUE	<b>Date</b> Apr 18, 2011	Description ADVANCED APRIL 18/11 1-36 WELL.	on Ed Ruling Af /11 requesti L Per Letti	PLICATION F NG SECTION ER FROM CR	-AXED AND CC 1 15 CONTINUA OWN DATED N	Description ADVANCED RULING APPLICATION FAXED AND COURIERED TO CROWN APRIL 18/11 REQUESTING SECTION 15 CONTINUANCE BASED ON THE 1-36 WELL PER LETTER FROM CROWN DATED MAY 27, 2011 AND	Şш		
		CONTINUE	Mar 26, 2010	SEPTEMI SECTION DETAILS. ADVANCI REQUEST	SEPTEMBER 19, 2011, LEASE CONTINUED INL SECTION 15 TO BASE CARDIUM. SEE FILE FO DETAILSCCD BARRICK & ROCKY LAYMAN ADVANCED RULING APPLICATION FAXED TO REQUESTING CONTINUANCE UNDER SECTIO REQUESTING CONTINUANCE UNDER SECTIO CONTINUED UNDER SECTION 17 FOR ONE YE	CARDIUM. SE CARDIUM. SE CK & ROCKY PLICATION F JANCE UNDE ECTION 17 FC	SEPTEMBER 19, 2011, LEASE CONTINUED INDEFINITELY UND SECTION 15 TO BASE CARDIUM. SEE FILE FOR FURTHER DETAILSCC'D BARRICK & ROCKY LAYMAN ADVANCED RULING APPLICATION FAXED TO CROWN MARCH REQUESTING CONTINUANCE UNDER SECTION 15 OR 8(1)(H). CONTINUED UNDER SECTION 17 FOR ONE YEAR UNTIL JUNE	SEPTEMBER 19, 2011, LEASE CONTINUED INDEFINITELY UNDER A SECTION 15 TO BASE CARDIUM. SEE FILE FOR FURTHER DETAILSCC'D BARRICK & ROCKY LAYMAN ADVANCED RULING APPLICATION FAXED TO CROWN MARCH 4, 2010 REQUESTING CONTINUANCE UNDER SECTION 15 OR 8(1)(H). LEASE CONTINUED UNDER SECTION 17 FOR ONE YEAR UNTIL JUNE 30, 2011			
				LETTER (	LETTER ON FILE DATED MARCH 25, 2010.	D MARCH 25	2010.	0 <b>24</b> *00. 00 E			
M01227 Sub: B ACTIVE	PNG 0 WI 0505060804 MANITOK	CR 60804 FOK	<b>Eff:</b> Jun 30, 2005 <b>Exp:</b> Jun 29, 2010 <b>Ext:</b> 15	0.000 0.000 0.000	C00946 A MANITOK WHITECAP	No RES	POOLED 66.67000000 33.33000000		Area : WILLESDEN GR TWP 42 RGE 9 W5M N ALL PNG IN CARDIUM	Area : WILLESDEN GREEN TWP 42 RGE 9 W5M NW 36 ALL PNG IN CARDIUM	
100.0000000		X0	Count Acreage = No	No	Total Rental:	0.00			C00312 A	- Related Contracts	<b>cts</b> Sen 29_2016(I)
		Status	Frod:	Hectares 0.000	<b>Net</b> 0.000	NProd:	Hectares 0.000	<b>Net</b> 0.000	C00945 A C00946 A	ROYALTY POOL	Nov 10, 2009 Nov 10, 2009

Report Date: Page Number:	0	ct 02, 2018 22 **REPORTED IN HECTARES**			MANITO Mineral	MANITOK ENERGY. INC. Mineral Property Report	GY. INC. Report		Category:	MINERAL	
File Number File Status Mineral Int	Lse Type Lessor Type Int Type / Lse No/Name Operator / Payor	sor Type Vo/Name or		Exposure Oper.Cont. ROFR Gross Net Doi Partner(s)	Oper.Cont. R( Doi Partner(s)	ROFR	DOI Code	*	Lease Descri	Lease Description / Rights Held	Held
(cont'd)											
M01227 <b>Sub:</b> B		Dev: Prov:		0.000	0.000	Undev: NProv:	0.000	0.000	C01157 AF	ROYALTY	May 19, 2017
				Royalt	Royalty / Encumbrances	ances					·
⊽ŏ	Linked> Royalty Type C00945 A GROSS OVEF Roy Perce Deduction	RIDIN ent:		Product Type ALL PRODUCTS	e Sliding CTS N	Sliding Scale Convertible N 10	<b>/ertible % of I</b> N 100.0000	e % of Prod/Sales 100.0000000 % of PROD			
	Gas S/S Othi			Max:	Min Pay: Div: Min:	Pay: Div: Min:		Prod/Sales: Prod/Sales: Prod/Sales:			
70	Linked> Royalty Type C01157 AF GROSS OVERRIDING ROYALTY Roy Percent: 4.00000000 Deduction: NO	alty Type SSS OVERRIDING RC Roy Percent: 4.00 Deduction: NO		Product Type ALL PRODUCTS		Sliding Scale Convertible N 6	<b>/ertible % of I</b> N 66.670000	<b>e % of Prod/Sales</b> 66.67000000 % of SALES			
	Gas S/S Oth	말 드 분		Max:	Min Pay: Div: Min:	Pay: Div: Min:	ΔŒĒ	Prod/Sales: Prod/Sales: Prod/Sales:			
	Royalty Type CROWN SLID Rov Perce	Royalty Type Product Type CROWN SLIDING SCALE ROYALTYALL PRODUCTS Rov Percent:	: ROYALT)	Product Type MALL PRODUCT	e Sliding CTS Y	Sliding Scale Convertible Y N 1	<b>/ertible % of l</b> N 100.00000	% of Prod/Sales 100.0000000 % of PROD			
	Ded Gas S/S Oth	u	STANDARD	Max:	Min Pay: Div: Min:	Pay: Div: Min:	ב ב ב	Prod/Sales: Prod/Sales: Prod/Sales:			

Report Date: Page Number:	Oct 02, 2018 r: 23 **REPORTED IN HECTARES**	IECTARES**	MAN Mine	MANITOK ENERGY. INC. Mineral Property Report	GY. INC. Report		Category:	MINERAL	
File Number File Status Mineral Int	Lse Type Lessor Type Int Type / Lse No/Name Operator / Payor	Ype ame	Exposure Oper.Cont. R( Gross Net Doi Partner(s)	Oper.Cont. ROFR Doi Partner(s) *	DOI Code	*	Lease Descri	Lease Description / Rights Held	Held
(cont'd)			Remarks	ırks					
	Type Continue	<b>Date</b> Apr 18, 2011	Description ADVANCED RULIN APRIL 18/11 REQU 1-36 WELL PER I	VG APPLICATION JESTING SECTION LETTER FROM CF	Description ADVANCED RULING APPLICATION FAXED AND COURIERED TO CROWN APRIL 18/11 REQUESTING SECTION 15 CONTINUANCE BASED ON THE 1-36 WELL PER LETTER FROM CROWN DATED MAY 27, 2011 AND	KIERED TO CROV JE BASED ON THJ Y 27, 2011 AND	ξ		
	CONTINUE	Mar 26, 2010	SEPTEMBER 19, 2011, LEASE CONTINUED IND SECTION 15 TO BASE CARDIUM. SEE FILE FOI DETAILSCC'D BARRICK & ROCKY LAYMAN ADVANCED RULING APPLICATION FAXED TO REQUESTING CONTINUANCE UNDER SECTIO CONTINUED UNDER SECTION 17 FOR ONE YE -SECTION 17 FEES & RENTAL PAID TOTALLIN	2011, LEASE CON ASE CARDIUM. SI ARRICK & ROCK G APPLICATION NTINUANCE UNDI ER SECTION 17 F S & RENTAL PAID	SEPTEMBER 19, 2011, LEASE CONTINUED INDEFINITELY UNDER A SECTION 15 TO BASE CARDIUM. SEE FILE FOR FURTHER DETAILSCC'D BARRICK & ROCKY LAYMAN ADVANCED RULING APPLICATION FAXED TO CROWN MARCH 4, 2010 REQUESTING CONTINUANCE UNDER SECTION 15 OR 8(1)(H). LEASE CONTINUED UNDER SECTION 17 FOR ONE YEAR UNTIL JUNE 30, 2011 -SECTION 17 FEES & RENTAL PAID TOTALLING \$1824.00. SEE	TELY UNDER A THER N MARCH 4, 2010 R 8(1)(H). LEASE TTIL JUNE 30, 201 <sup>-</sup> 4.00. SEE	-		
			LETTER ON FILE D	TER ON FILE DATED MARCH 25, 2010.	5, 2010.				
M01230 <b>Sub</b> : A ACTIVE	PNG CR WI 0505060803 MANITOK	<b>Eff:</b> Jun 30, 2005 <b>Exp</b> : Jun 29, 2010 <b>Ext:</b> 15	64.000 C00946 64.000 MANITOK 42.669 WHITECA	C00946 A No MANITOK WHITECAP RES	POOLED 66.6700000 33.3300000		Area : WILLESDE TWP 42 RGE 9 V ALL PNG FROM BASE CARDIUM	Area : WILLESDEN GREEN TWP 42 RGE 9 W5M SE 36 ALL PNG FROM TOP SURFACE TO BASE CARDIUM	ACE TO
100.0000000	WHITECAP RES		Total Rental:	ental: 224.00				Related Contracts	icts
	Status	H Prod:	Hectares Net 0.000 0.000	Net 000 NProd:	Hectares 0.000	Net 0.000	C00312 A C00945 A	P&S ROYALTY	Sep 29, 2016(I) Nov 02, 2009
	DEVELOPED		ч		0.000	0.000	C00946 A C01157 AG	POOL ROYALTY	Nov 10, 2009 May 19, 2017
			Royalty / Encumbrances	umbrances			Well U.W.I. 100/02-36-042-09- 102/08-36-042-09-	W5/00 F W5/00 F	Status/Type LOWING/OIL LOWING/OIL

:

Report Date: Page Number:	<ul> <li>Oct 02, 2018</li> <li>sr: 24</li> <li>**REPORTED IN HECTARES**</li> </ul>	*	MAN Min	MANITOK ENERGY. INC. Mineral Property Report	ERGY. IN erty Repc	<u>ن</u> ټر		Category: MINERAL	
File Number				Oper.Cont. ROFR	DOI Code	Code			
File Status Mineral Int	int I ype / Lse No/Name Operator / Payor		vross Net Doi Pa	Doi Partner(s)	•		*	Lease Description / Rights Held	
(cont'd)									
VO	<ul> <li>Linked&gt; Royalty Type</li> <li>C00945 A GROSS OVERRIDING ROYALTY</li> <li>Roy Percent: 6.0000000</li> <li>Deduction: UNKNOWN</li> </ul>	G ROYALTY 6.0000000 UNKNOWN	Product Type S ALL PRODUCTS	Sliding Scale Convertible	Convertible N 10	% of Pr 00.000000	e % of Prod/Sales 100.0000000 % of PROD		
M01230	A Gas: Royalty:			Min Pay:		Pro	Prod/Sales:		
	S/S OIL: Min: Other Percent:		Мах:	Div: Min:		Pro Pro	Prod/Sales: Prod/Sales:		
			Royalty / En	Royalty / Encumbrances					
v C	<linked> Royalty Type C01157 AGGROSS OVERRIDING ROYAL TY</linked>	ROYAI TY	Product Type S	Sliding Scale Convertible N 6	Convertible N 6f	% of Pr 3.6700000	e % of Prod/Sales 66.6700000 % of SALES		
)	Roy Percent: 4.00 Deduction: NO	4.00000000 NO		:					
	Gas: Royalty:			Min Pay:		Pro	Prod/Sales:		
	S/S OIL: Min: Other Percent:		Max:	Div: Min:		Pro Pro	Prod/Sales: Prod/Sales:		
	Royalty Type CEDMAN STIDING SCALE DOVALTMALL DRUDINCTS		Product Type S	Sliding Scale Convertible	Convertible N 10	% of Pr	ອ % of Prod/Sales 100 ດກາກກາດດີ % ດ໌ PROD		
	Roy Percent:			-		2000			
		STANDARD							
	Gas: Royalty:			Min Pay:		e L	Prod/Sales:		
	S/S OIL: Min:		Max:	Div:		Pro	Prod/Sales:		
	Other Percent:			Min:		Pro	Prod/Sales:		
			Remarks	arks					
	Type Date CONTINUE Mar 26, 2010	2010	Description ADVANCED RULING APPLICATION FAXED TO CROWN MARCH 4, 2010	NG APPLICAT	TION FAXED T	ro crow	N MARCH 4, 2010		
		1							

File Number Lse Tyr File Status Int Type Mineral Int Operat (contd)	Lse Type Lessor Type									
(cont'd)	operator / Payor		Exposure ( Gross Net	Oper.Cont. ROFR Doi Partner(s)	ROFR s) *	DOI Code	*	Lease Desc	Lease Description / Rights Held	s Held
M01230 A				Remarks						
	Type Da	Date	Description REQUESTIN CONTINUEC SEE LETTEI	n G INDEFINIT R ON FILE C	scription QUESTING CONTINUANCE UNDER SECTIOI INTINUED INDEFINITELY TO BASE CARDIUN E LETTER ON FILE DATED MARCH 25, 2010.	Description REQUESTING CONTINUANCE UNDER SECTION 15 OR 8(1)(H). LEASI CONTINUED INDEFINITELY TO BASE CARDIUM UNDER SECTION 15. SEE LETTER ON FILE DATED MARCH 25, 2010.	<b>Description</b> REQUESTING CONTINUANCE UNDER SECTION 15 OR 8(1)(H). LEASE CONTINUED INDEFINITELY TO BASE CARDIUM UNDER SECTION 15. SEE LETTER ON FILE DATED MARCH 25, 2010.			
M01244 PNG 0 Sub: A WI ACTIVE 0510010131 MANITOK	ск СК	<b>Eff:</b> Jan 14, 2010 <b>Exp:</b> Jan 13, 2015 <b>Ext:</b> 15	256.000 256.000 256.000	MANITOK Total Rental:	896.00	WI 100.0000000		Area : WILLESDEN GR TWP 42 RGE 9 W5M S ALL PNG IN CARDIUM	Area : WILLESDEN GREEN TWP 42 RGE 9 W5M SEC 26 ALL PNG IN CARDIUM	Z6
100.00000000 MANITOK	DK Status			Net		Hectares	Net	C00312 A C01157 X	- Related Contracts P&S Sep ROYALTY May	<b>fracts</b>
	DEVELOPED	Prod: Dev: Prov:	0.000 64.000 0.000	0.000 64.000 0.000	NProd: Undev: NProv:	0.000 192.000 0.000	0.000 192.000 0.000	Well U.W.I. 100/01-26-042-09-	W5/00 F	<b>Status/Type</b> LOWING/OIL
I			Royal	Royalty / Encumbrances	rances			·		
<linked> C01157 X</linked>	Royalty Type GROSS OVERRIDING ROYALTY Roy Percent: 4.0000000	IDING ROYALTY : 4.0000000	Product Type ALL PRODUCTS	<b>pe Sliding</b> JCTS N	Sliding Scale Convertible N 1	<b>vertible % of Pr</b> N 100.000000	e % of Prod/Sales 100.0000000 % of SALES			
	Deduction: Gas: Royalty: S/S OIL: Min: Other Percent:	2 2 2 2	Max:	Min Pay: Div: Min:	Pay: Div: Min:	7 4 7 7 2 7 2 7	Prod/Sales: Prod/Sales: Prod/Sales:			

.

----

Report Date: Page Number:	Oct 02, 2018 r: 26 **REPORTED IN HECTARES**	HECTARES**		MANITOK ENERGY. INC. Mineral Property Report	( ENERG roperty	3Y. INC. Report		Category:	MINERAL	
File Number File Status Mineral Int	Lse Type Lessor Type Int Type / Lse No/Name Operator / Payor	Type ame	Exposure Gross Net	Exposure Oper.Cont. ROFR Gross Net Doi Partner(s)	OFR *	DOI Code		Lease Desci	Lease Description / Rights Held	Held
(cont'd)										
M01244	A		Roya	Royalty / Encumbrances	Inces					
	Royalty Type CROWN SLIDING Roy Percent:	ING SC ant:	Product Type	pe Sliding \$ UCTS Y	Sliding Scale Convertible Y N 10	<b>ertible % of Prod/Sales</b> N 100.0000000 % of	e % of Prod/Sales 100.0000000 % of PROD			
	Deduction: Gas: Royalty: S/S OlL: Min: Other Percent:	on: STANDARD yalty: : Min: ercent:	Max:	Min Pay: Div: Min:	Pay: Div: Min:	Proc Proc	Prod/Sales: Prod/Sales: Prod/Sales:			
				Remarks						
	Type CONTINUE	<b>Date</b> Mar 25, 2015	Description PER CROWN RESPORT HAS BEEN CONTINU CARDIUM ONLY. TE 17 CONTINUATION 17 CONTINUATIO	n VN RESPONSI CONTINUED ONLY. TEX AL IUATION FROM TO BASE ROC INTERESTS II DETAILS.	E LETTER D INDEFINITE SO ACCEPT M SURFACE K CREEK (F K CREEK (F V LEASE HA	<b>Description</b> PER CROWN RESPONSE LETTER DATED MARCH 11, 2015, SECTION 26 HAS BEEN CONTINUED INDEFINITELY UNDER SECTION 15 IN THE CARDIUM ONLY. TEX ALSO ACCEPTED CROWN'S OFFER OF A SECTION 17 CONTINUATION FROM SURFACE TO TOP CARDIUM AND BELOW BASE CARDIUM TO BASE ROCK CREEK (RIGHTS EXPIRED JAN 24/16). ENCANA'S INTERESTS IN LEASE HAVE EXPIRED. SEE FILE FOR FURTHER DETAILS.	2015, SECTION ON 15 IN THE FER OF A SECT M AND BELOW I JAN 24/16). E FILE FOR	26 ION 3ASE		
M01247 Sub: A ACTIVE	PNG CR WI 0510010133	Eff: Jan 14, 2010 Exp: Jan 13, 2015 Ext: 15	256.000 256.000 179.200	C00977 A No MANITOK RIDGEBACK	9	WI 70.00000000 30.0000000		Area : WILLESDEN GR TWP 42 RGE 9 W5M S ALL PNG IN CARDIUM	Area : WILLESDEN GREEN TWP 42 RGE 9 W5M SEC 34 ALL PNG IN CARDIUM	4
100.0000000		Ť	Hectares	Total Rental: Net	896.00	Hectares	Net	C00312 A C00977 A	- Related Contracts P&S Sep FO&OPT Feb	<b>acts</b> Sep 29, 2016(l) Feb 01, 2012
	·									

Report Date: Page Number:	ŏ	ct 02, 2018 27 <b>⁺⁺REPORTED IN HECTARES</b> **	ECTARES**		MANITC Mineral	MANITOK ENERGY. INC. Mineral Property Report	sY. INC. Report		Category: MINERAL
File Number File Status Mineral Int	Lse Ty Int Typ Operat	Lse Type Lessor Type Int Type / Lse No/Name Operator / Payor	Ре	Exposure Oper.Cont. ROFR Gross Net Doi Partner(s)	Oper.Cont. R( Doi Partner(s)	ROFR (s) *	DOI Code	*	Lease Description / Rights Held
(cont'd)									
M01247 Sub: A		DEVELOPED	Prod: Dev: Prov:	0.000 64.000 0.000	0.000 44.800 0.000	NProd: Undev: NProv:	0.000 192.000 0.000	0.000 134.400 0.000	C01157 Y ROYALTY May 19, 2017 Well U.W.I. Status/Type 100/16-34-042-09-W5/00 FLOWING/OIL
	ł			Royah	Royalty / Encumbrances	rances			
<b>∀</b> ŏ	<ul> <li><li><li><li><li><li><li><li><li><li></li></li></li></li></li></li></li></li></li></li></ul>	Royalty Type GROSS OVERRII Roy Percent: Deduction:	Royaity Type GROSS OVERRIDING ROYALTY Roy Percent: 4.0000000 Deduction: NO	Product Type Y ALL PRODUCTS	<mark>ae Siiding</mark> ICTS N	Sliding Scale Convertible N 7	ö	% of Prod/Sales 00000000 % of SALES	
		Gas: Royalty: S/S OIL: Min: Other Percent:		Max:	Min Pay: Div: Min:	Pay: Div: Min:		Prod/Sales: Prod/Sales: Prod/Sales:	
		Royalty Type CROWN SLID	Royalty Type Product Type CROWN SLIDING SCALE ROYAL TYALL PRODUCTS	Product Type	be Sliding ICTS Y	Sliding Scale Convertible Y N 1	ertible % of N 100.0000	% of Prod/Sales 100.00000000 % of PROD	
		Roy Percent: Deduction:	ent: n: STANDARD	0					
		Gas: Royalty:	alty:	Mour	Min Pay:	Pay: Disc		Prod/Sales: Drod/Sales:	
		Other Percent:	rcent:	INGA.		Min:		Prod/Sales:	
	Ι				Remarks				
		Type Continue	<b>Date</b> May 25, 2015	Description PER LETTEI 34-42-9W5M FORMATION	R FROM CF 1 HAS BEEN 1 ONLY, UN	kown on Fil I continued Ider a secti	E DATED MAY I INDEFINTELY ON 15. SEE FI	Description PER LETTER FROM CROWN ON FILE DATED MAY 19, 2015, SECTION 34-42-9W5M HAS BEEN CONTINUED INDEFINTELY IN THE CARDIUM FORMATION ONLY, UNDER A SECTION 15. SEE FILE FOR FURTHER	

Report Date: Page Number:	٥ <u>.</u>	ct 02, 2018 28 **REPORTED IN HECTARES**	JTARES**		MANITOK ENERGY. INC. Mineral Property Report	K ENERC Property	sY. INC. Report		Category: MINERAL	
File Number File Status Mineral Int		Lse Type Lessor Type Int Type / Lse No/Name Operator / Payor	¢ es	Exposure ( Gross Net I	Exposure Oper.Cont. ROFR Gross Net Doi Partner(s)	OFR	DOI Code	ų	Lease Description / Rights Held	
(cont'd)	_									
M01247	A				Remarks					
	É,	Type	Date	<b>Description</b> DETAILS.						
M01251 Sub: A ACTIVE	PNG 0 WI 0510010134	R CR	Eff: Jan 14, 2010 Exp: Jan 13, 2015 Ext: 15	256.000 256.000 256.000	MANITOK		WI 100.0000000		Area : WILLESDEN GREEN TWP 43 RGE 9 W5M SEC 2 ALL PNG IN CARDIUM	
100.0000000	MANITOK MANITOK	<b>~</b> ~			l otal Rental:	896.00			C00312 A P&S Sep 2	<b>ts</b>
	ίδ.	Status	Ĥ	Hectares	Net		Hectares	Net	H ROYALTY	May 19, 2017
	Ā	DEVELOPED	Prod: Dev: Prov:	0.000 64.000 0.000	0.000 64.000 0.000	NProd: Undev: NProv:	0.000 192.000 0.000	0.000 192.000 0.000	Well U.W.I. Status/Type - 102/01-02-043-09-W5/00 FLOWING/OIL 100/02-02-043-09-W5/00 FLOWING/OIL	<b>Fype</b> 5/01L 3/01L
				Royalt	Royalty / Encumbrances	ances				
70	Linked> R 01157 AHG	Linked> Royalty Type C01157 AHGROSS OVERRII Roy Percent: Deduction:	<ul> <li>cLinked&gt; Royalty Type     C01157 AHGROSS OVERRIDING ROYALTY     Roy Percent: 4.00000000     Deduction: NO     </li> </ul>	Product Type ALL PRODUCTS	<b>se Sliding</b> ICTS N	Sliding Scale Convertible N 10	<b>ertible % of P</b> I N 100.000000	e % of Prod/Sales 100.0000000 % of SALES		
		Gas: Royalty: S/S OIL: Min: Other Percent:	ıç: ant:	Max:	Min Pay: Div: Min:	Pay: Div: Min:		Prod/Sales: Prod/Sales: Prod/Sales:		
	Ω Ω	<b>Royalty Type</b> CROWN SLIDIN	Royalty Type Product Type CROWN SLIDING SCALE ROYALTYALL PRODUCTS	Product Type	ae Sliding. ICTS Y	Siiding Scale Convertible Y 11	<b>ertible % of P</b> I N 100.000000	e % of Prod/Sales 100.0000000 % of PROD		

Report Date: Page Number:	Oct 02, 2018 : 29 **REPORTED IN HECTARES**	HECTARES**		MANITOK ENERGY, INC. Mineral Property Report	C ENERC Property	3Y. INC. Report		Category:	MINERAL	
File Number File Status Mineral Int	Lse Type Lessor Type Int Type / Lse No/Name Operator / Payor	ype ame	Exposure ( Gross Net I	Oper.Cont. ROFR Doi Partner(s)	OFR *	DOI Code	*	Lease Descr	Lease Description / Rights Held	Held
(cont'd) M01251	Roy Percent: Deduction: A Gas: Royalty: S/S OIL: Mín: Other Percent:	cent: on: STANDARD yalty: Min: ercent:	Max:		Pay: Div: Min:	<u>ፍ ፍ ፍ</u>	Prod/Sales: Prod/Sales: Prod/Sales:			
	Type Continue	<b>Date</b> May 25, 2015	Remari Description PER LETTER FROM 2-43-9W5M HAS BEI CARDIUMFORMATI FURTHER DETAILS.	Remarks REPOM CRO HAS BEEN CO ORMATION O DETAILS.	WN ON FIL ONTINUED I NLY, UNDEI	Remarks Description PER LETTER FROM CROWN ON FILE DATED MAY 19, 201 2-43-9W5M HAS BEEN CONTINUED INDEFINTELY IN THE CARDIUMFORMATION ONLY, UNDER A SECTION 15. SEE FURTHER DETAILS.	Remarks Description PER LETTER FROM CROWN ON FILE DATED MAY 19, 2015, SECTION 2-43-9W5M HAS BEEN CONTINUED INDEFINTELY IN THE CARDIUMFORMATION ONLY, UNDER A SECTION 15. SEE FILE FOR FURTHER DETAILS.			
M01252 Sub: A ACTIVE 100.00000000 100.00000000 AL	PNG CR Eff: Jan 14, 2010 WI Exp: Jan 13, 2015 0510010135 Ext: 15 MANITOK MANITOK DEVELOPED Ev: Prov: Prov: Co1157 AI GROSS OVERRIDING ROYALLTY	Eff: Jan 14, 2010 Exp: Jan 13, 2015 Ext: 15 Prod: Prov: Prov:	256.000 C009 256.000 MANI 179.200 RIDG Total Hectares 0 0.000 0 64.000 44 0.000 0 0.000 0 84.000 0	000 C00977 A No 000 MANITOK 200 RIDGEBACK Total Rental: 896 Net NPro 44.800 Unde 44.800 Unde 0.000 NPro A4.800 Unde 0.000 NPro			WI 00000 00000 00 0.000 00 134.400 00 134.400 00 0.000 00 0.000 00 0.000 00 0.000 00 0.000 00 0.000	Area : WILLESDEN GR TWP 43 RGE 9 W5M S ALL PNG IN CARDIUM C00312 A P&S C00312 A P&S C00312 A P&S C001157 AI POYAL 100/02-10-043-09-W5/0 104/03-10-043-09-W5/0		N In Sep 29, 2016 (I) Feb 01, 2012 May 19, 2017 LOWING/OIL LOWING/OIL LOWING/OIL LOWING/OIL

Report Date: Page Number:	Oct 02, 2018 r: 30 **REPORTED IN HECTARES**	D IN HEC	TARES**		MANITOK ENERGY. INC. Mineral Property Report	RGY. INC. ty Report	Category: MINERAL
File Number File Status Mineral Int	Lse Type Lessor Type Int Type / Lse No/Name Operator / Payor	ssor Type No/Name /or		Exposure Gross Net	Exposure Oper.Cont. ROFR Gross Net Doi Partner(s)	DOI Code *	Lease Description / Rights Held
(cont'd) M01252	A Der SiSS	Roy Percent: Deduction: Gas: Royalty: S/S OiL: Min: Other Percent:	:: 4.0000000 NO nt: nt:	Max:	Min Pay: Div: Min:	Prod/Sales: Prod/Sales: Prod/Sales:	
				Roya	Royalty / Encumbrances		
	Royalt CROW De Ga S/S	Royalty Type CROWN SLIDING ( Roy Percent: Deduction: Gas: Royalty: S/S OIL: Min: Other Percent:	Royalty Type Product Type CROWN SLIDING SCALE ROYALTYALL PRODUCTS Roy Percent: Deduction: STANDARD Gas: Royalty: S/S OIL: Min: Max: Other Percent:	Product Type YALL PRODUCT Max:	pe Sliding Scale Convertible UCTS Y N 1 Min Pay: Div: Min:	onvertible % of Prod/Sales N 100.00000000 % of PROD Prod/Sales: Prod/Sales: Prod/Sales:	ROD
	Type CONTINUE		<b>Date</b> Mar 25, 2015	Description PER CROW SECTION 10 15 IN THE C BEEN ALLO	Remarks n VN RESPONSE LETTER NA BEEN CONTINU CARDIUM FORMATION OWED TO EXPIRE. SEE	Remarks Description PER CROWN RESPONSE LETTER DATED MARCH 11, 2015, ALL OF SECTION 10 HAS BEEN CONTINUED UNDER AN INDEFINITE SECTION 15 IN THE CARDIUM FORMATION ONLY. ALL OTHER RIGHTS HAVE BEEN ALLOWED TO EXPIRE. SEE FILE FOR FURTHER DETAILS.	OF CTION AVE
M01253 Sub: A ACTIVE 100.0000000	LICENCE CR WI 5498070066 BELLATRIX TAQA		Eff: Jul 23, 1998 Exp: Jul 22, 2002 Ext: 15	256.000 256.000 128.000	C00990 A No MANITOK BELLATRIX DAEWOO E&P CAN KIS DEVONIAN	WI 50.0000000 25.0000000 6.25000000 18.75000000	Area : WILLESDEN GREEN TWP 42 RGE 9 W5M SEC 13 ALL PNG IN CARDIUM (EXCL 102/04-13-042-09W5/00 PENALTY WELL)

.
Report Date: Page Number:	Ő	ct 02, 2018 31 **REPORTED IN HECTARES**	RES**		MANITO Mineral	MANITOK ENERGY. INC. Mineral Property Report	GY. INC. Report		Category:	MINERAL	
File Number File Status Mineral Int	Lse Typ Int Type Operato	Lse Type Lessor Type Int Type / Lse No/Name Operator / Payor		Exposure Oper.Cont. ROFR Gross Net Doi Partner(s)	Oper.Cont. R( Doi Partner(s)	ROFR s) *	DOI Code	*	Lease Descr	Lease Description / Rights Held	ts Held
(cont'd)											
M01253 <b>Sub:</b> A				F	Total Rental:	896.00			(EXCL PRO	(EXCL. PRODUCTION FROM TVD INTERVAL 2648 - 2651M)	DVT MO
	~/	Status	Ť	Hectares	Net		Hectares	Net			
		DEVELOPED	Prod: Dev: 1	0.000 128.000	0.000 64.000	NProd: Undev:	0.000 128.000	0.000 64.000	C00312 A	Related Contracts P&S Sep	tracts
		-	Prov:	0.000	0.000	NProv:	0.000	0.000	C00990 A C01157 N	SEISREVC ROYALTY	SEISREVOPT Jun 30, 1999 ROYALTY May 19, 2017
			1	Royalt	Royalty / Encumbrances	rances			Well U.W.I. 100/03-13-042-09-	J.W.J. 12-09-W5/00 F	Well U.W.I. Status/Type 100/03-13-042-09-W5/00 FI OWING/OII
4 (		Royalty Type		Product Type	ç	Sliding Scale Convertible	vertible % of	e % of Prod/Sales	100/02-13-04	12-09-W5/00 F	100/02-13-042-09-W5/00 FLOWING/OIL
3		GRUSS UVERNIUII Roy Percent: Deduction:	NG RUTALIT 4.0000000 NO	ALL PRODUCIS	200				F0-61-100001		
		Gas: Royalty:		:	Min Pay:	ay:		Prod/Sales:			
		S/S OIL: Min: Other Percent:		Мах:	~ 2	Div: Min:		Prod/Sales: Prod/Sales:			
		Royalty Type CROWN SLIDING SCALE ROYALTYALI	SCALE ROYALT	Product Type	പ	Sliding Scale Convertible Y 1	vertible % of N 100.0000	% of Prod/Sales 100.00000000 % of PROD			
		Roy Percent: Deduction:	STANDARD								
		Gas: Royalty: S/S OIL: Min:		Мах:	Min Pay: Dív:	Pay: Div:	<u>ц</u> С,	Prod/Sales: Prod/Sales:			
		Other Percent:			2	Mìn:	ц,	Prod/Sales:			

Report Date: Page Number:	Oct 02, 2018 32 **REPORTED IN HECTARES**	CTARES**		MANITOK ENERGY. INC. Mineral Property Report	MANITOK ENERGY. INC. Mineral Property Report	ry. INC. Report		Category: MINERAL
File Number File Status Mineral Int	Lse Type Lessor Type Int Type / Lse No/Name Operator / Payor	9 9	Exposure Gross Net	Exposure Oper.Cont. ROFR Gross Net Doi Partner(s)	() *	DOI Code		Lease Description / Rights Held
M01253 Sub: B ACTIVE 100.0000000	LICENCE CR E WI 5498070066 E MANITOK TAQA 0	Eff: Jul 23, 1998 Exp: Jul 22, 2002 Ext: 15 Count Acreage = No	0.000 0.000 0.000	C00990 B MANITOK TAQA NORT Total Rental:	No 0.00	WI 50.0000000 50.0000000		Area : WILLESDEN GREEN TWP 42 RGE 9 W5M SEC 13 ALL PNG FROM TOP SURFACE TO BASE ROCK_CREEK EXCL PNG IN ROCK_CREEK EXCL PNG IN CARDIUM
	Status	H Prod: Dev: Prov:	Hectares 0.000 0.000 0.000	Net 0.000 0.000 0.000	NProd: Undev: NProv:	Hectares 0.000 0.000 0.000	<b>Net</b> 0.000 0.000 0.000	KODUCTION FROM 2648 - 2651M) Related Contrac P&S SEISREVOPT
₹ S	<ul> <li><li></li> <li><li><li><li><li><li><li><li><li><li></li></li></li></li></li></li></li></li></li></li></li></ul>	RIDING ROYALTY nt: 4.0000000 : NO in:	Royalty / E Product Type ALL PRODUCTS Max:	Royalty / Encumbrances uct Type Sliding Scale PRODUCTS N Min Pay: Div: Min	Conv	• % • 00000	f Prod/Sales 0000 % of SALES Prod/Sales: Prod/Sales: Prod/Sales:	C01157 O ROYALTY May 19, 2017
	Current Fercent. Roy Percent: Roy Percent: Deduction: Gas: Royalty: S/S OIL: Min: Other Percent:	Current Fercent. Royalty Type Product Type CROWN SLIDING SCALE ROYALTYALL PRODUCTS Roy Percent: Deduction: STANDARD Gas: Royalty: S/S OIL: Min: Max: Other Percent:	Product Type TYALL PRODUC Max:		ale Conv	ertible % of Prod/Sales N 100.00000000 % of Prod/Sales: Prod/Sales: Prod/Sales:	<ul> <li>% of Prod/Sales</li> <li>100.0000000 % of PROD</li> <li>Prod/Sales:</li> <li>Prod/Sales:</li> </ul>	

Report Date: C Page Number:	Oct 02, 2018 33 **REPORTED IN HECTARES**	HECTARES**		MANITC Mineral	MANITOK ENERGY. INC. Mineral Property Report	sY. INC. Report		Category: MINERAL	
File Number L File Status II Mineral Int C	Lse Type Lessor Type int Type / Lse No/Name Operator / Payor	Type lame	Exposure Gross Net	Oper.Cont. ROFR Doi Partner(s)	ROFR s) *	DOI Code	*	Lease Description / Rights Held	leid
M01253 L Sub: C F ACTIVE 5 ACTIVE 6 100.00000000 T	LICENCE CR PEN 5498070066 MANITOK TAQA	Eff: Jul 23, 1998 Exp: Jul 22, 2002 Ext: 15 Count Acreage =	0.000 0.000 0.000 0.000	C00990 C No BELLATRIX DAEWOO E&P CAN KIS DEVONIAN MANITOK	No &P CAN AN	BPEN 75.0000000 6.25000000 18.7500000		Area : WILLESDEN GREEN TWP 42 RGE 9 W5M SEC 13 ALL PNG IN CARDIUM (102/04-13-042-09W5/00 PENALTY WELL)	ALTA
	Status	Prod: Dev: Prov:	Hectares 0.000 0.000	Total Rental: Net 0.000 0.000 0.000	0.00 NProd: Undev: NProv:	Hectares 0.000 0.000 0.000	<b>Net</b> 0.000 0.000	Related Contracts         Sep 29, 2           C00312 A         P&S         Sep 29, 2           C00990 C         SEISREVOPT Jun 30, 1           C01157 P         ROYALTY         May 19, 2           C01157 P         ROYALTY         May 10, 2	alated Contracts
			Roya	Royalty / Encumbrances	rances				
<ul><li><lin< li=""><li>C011</li></lin<></li></ul>	<ul> <li>Linked&gt; Royalty Type</li> <li>C01157 P GROSS OVERRII</li> <li>Roy Percent:</li> <li>Deduction:</li> </ul>	Royalty Type GROSS OVERRIDING ROYALTY Roy Percent: 4.0000000 Deduction: NO	Product Type ALL PRODUCTS	က	Sliding Scale Convertible N 50 N 51	Ċ	% of Prod/Sales 00000000 % of SALES		
	Gas: Royalty: S/S OIL: Min:	yalty: : Min:	Max:	Min Pay: Div:	Pay: Div:		Prod/Sales: Prod/Sales:		
	Other Percent: Royalty Type CROWN SLIDING (	Other Percent: Royalty Type CROWN SLIDING SCALE ROYALTYALL PRODUCTS	Product Type	ype Sliding UCTS Y	mun: Sliding Scale Convertible Y 1 1	<b>r</b> ertible % of F N 100.00000	Procusates: % of Prod/Sales 100.0000000 % of PROD		·
	Roy Percent: Deduction:	cent: on: STANDARD		:		ſ	-		
	Gas: Royalty: S/S OIL: Min: Other Percent:	yalty: : Min: ercent:	Max:	Min Pay: Div: Min:	Pay: Div: Min:	222	Prod/Sales: Prod/Sales: Prod/Sales:		

Report Date: Page Number:	۰ <u>،</u>	ct 02, 2018 34 **REPORTED IN HECTARES**	ECTARES**		MANITOK ENERGY. INC. Mineral Property Report	K ENERC Property	sY. INC. Report		Category:	MINERAL	
File Number File Status Mineral Int	5	Lse Type Lessor Type Int Type / Lse No/Name Operator / Payor	76 16	Exposure Gross Net	Oper.Cont. ROFR Doi Partner(s)	KOFR	DOI Code	*	Lease Description / Rights Held	tion / Rights	Held
(conťd)	(p				Remarks						
		Type GENERAL	<b>Date</b> May 12, 2014	Description Tourname Hz Willgr Details.	ENT ELECTE	D TO GO PE WELL. SEE	<b>Description</b> TOURNAMENT ELECTED TO GO PENALTY FOR 300% ON THE B HZ WILLGR 4-13-42-9W5 WELL. SEE CONTRACT FOR FURTHER DETAILS.	<b>Description</b> TOURNAMENT ELECTED TO GO PENALTY FOR 300% ON THE BELLATRIX HZ WILLGR 4-13-42-9W5 WELL. SEE CONTRACT FOR FURTHER DETAILS.	RIX		
M01254 Sub: A ACTIVE	•	80333 CR 10K	Eff: Aug 26, 1999 Exp: Aug 25, 2004 Ext: 15	256.000 256.000 256.000	MANITOK Total Rental:	896.00	WI 100.0000000		Area : WILLESDEN GREEN TWP 42 RGE 9 W5M SEC 23 ALL PNG FROM TOP SURFACE TO BASE ROCK_CREEK	DEN GREEN 1 W5M SEC 22 M TOP SURF	3 ACE TO
100.0000000	00 CNRL	Status Der Jen Deen		Hectares 0.000	0.000	NProd:	Hectares 0.000	Net 0.000	EXCL PNG FROM TOP OSTRACOD_ZONE TO BASE ROCK_CR (EXLCLUDING THE OSTRACOD TO ROCK CREEK PRODUCTION BETWEEN	OM TOP ONE TO BAS THE OSTRA( PRODUCTIO	EXCL PNG FROM TOP OSTRACOD_ZONE TO BASE ROCK_CREEK (EXLCLUDING THE OSTRACOD TO ROCK CREEK PRODUCTION BETWEEN MITCOV 15 OF 2500 TO 2610M)
	I	NEVEROLEN	Prov:	0.000	0.000	Undev: NProv:	0.000	0.000		P&S SOUL TO 2045WJ Related Contracts P&S Sep. BOVALTV MASS	cts
	≺Linked> C01157 Q	Royalty Type GROSS OVERRIE Roy Percent: Deduction: SIS OII - Min- SIS OII - Min-	Royalty Type GROSS OVERRIDING ROYALTY Roy Percent: 4.0000000 Deduction: NO Gas: Royalty: S/S OII - Min-	Product Type ALL PRODUCTS Max		Sliding Scale Convertible N N 1 Min Pay:	8	% of Prod/Sales 0.00000000 % of SALES Prod/Sales: Prod/Sales:	<b>I U.M</b> 042-( 042-(	<b>V.I. St</b> 09-W5/00 FLC 09-W5/00 FLC	May 13, 2017 Status/Type LOWING/OIL LOWING/OIL
		Other Percent:	cent:		Ĭ	Min:	Ē	Prod/Sales:			

File Number Les Type Lesso File Status Int Type / Les No Mineral Int Operator / Payor (cont'd) M01254 A Royalty T CROWN Roy F Dedu	Lse Type Lessor Type Int Type / Lse No/Name Operator / Payor							
A A Lq			Exposure Oper.Cont. ROFR Gross Net Doi Partner(s)		DOI Code	*	Lease Description / Rights Held	eld
<   <								
Roy CRC			Royalty / Encumbrances	cumbrances				
	Royaity Type CROWN SLIDING	Royalty Type Pro CROWN SLIDING SCALE ROYALTYALI	oduct Type - PRODUCTS	Sliding Scale Convertible Y N 1	<b>onvertible % o</b> N 100.000	e % of Prod/Sales 100.0000000 % of PROD		
	roy recent. Deduction: Gas: Rovalty:	STANDARD		Min Pav:		Prod/Sales:		
	S/S OIL: Min: Other Percent:	IJ	Мах:	Div: Min:		Prod/Sales: Prod/Sales:		
ļ			Remarks	arks				
Type GENE	ERAL	<b>Date</b> Nov 21, 2012	Description Lease/Lands acquired Thr General Conveyance Date Nec Corporation, As Vendi I TD As Purchaser (C0150)	COUIRED THROL EYANCE DATED ON, AS VENDOF (SFR (CO150)	JGH PETROLEU NOVEMBER 19, 3, AND TOURNA	Description Lease/Lands acquired Through Petroleum, Natural Gas and General Conveyance Dated November 19, 2012 Between Devon Nec Corporation, As Vendor, and Tournament Exploration 11D As Purchaser (C0150)	o N _	
TRUST		Dec 12, 2012	TRUST AGREEMENT DATED NOV CANADIAN NATURAL RESOURCES TOURNAMENT IN TRUST UNDER I SEF FILF FOR FURTHER DETAILS	ENT DATED NOV RAL RESOURCE TRUST UNDER RTHER DETAILS	/ 19/12 WHEREE SS LIMITED PER LEASE FOR P&	TRUST AGREEMENT DATED NOV 19/12 WHEREBY DEVON NEC (NOW CANADIAN NATURAL RESOURCES LIMITED PER NOA ON FILE) HOLDS TOURNAMENT IN TRUST UNDER LEASE FOR P&NG TO TOP ROCK CREEK.	s teek.	
ASS	ASSIGN Ap	Apr 14, 2014	NOA TO TRUST AGREEMENT ORIGINALLY BETWEE NOA TO TRUST AGREEMENT ORIGINALLY BETWEE CORPORATION, AS TRUSTE, AND TOURNAMENT E) BENEFICIARY, WHEREBY DEVON ASSIGNED THEIR IN THE TRUST AGREEMENT TO CANADIAN NATURA LIMITED. NOA BINDING JUNE 1, 2014. SEE FILE FOR FURTHER DETAILS.	GREEMENT OR AS TRUSTE, ANI HEREBY DEVON SREEMENT TO C UDING JUNE 1, 2	CIENALLY BETW D TOURNAMEN A ASSIGNED TH CANADIAN NATU 214. SEE FILE F	NOA TO TRUST AGREEMENT ORIGINALLY BETWEEN DEVON NEC NOA TO TRUST AGREEMENT ORIGINALLY BETWEEN DEVON NEC CORPORATION, AS TRUSTE, AND TOURNAMENT EXPLORATION LTD., AS BENEFICIARY, WHEREBY DEVON ASSIGNED THEIR ENTIRE INTEREST IN THE TRUST AGREEMENT TO CANADIAN NATURAL RESOURCES LIMITED. NOA BINDING JUNE 1, 2014. SEE FILE FOR FURTHER DETAILS.	AS	

Report Date: Oct 0 Page Number: 36 ++RI	Oct 02, 2018 36 +*REPORTED IN HECTARES**	IECTARES**		MANITO Mineral	MANITOK ENERGY. INC. Mineral Property Report	sY. INC. Report		Category:	MINERAL	
File Number Lse T File Status Int Ty Mineral Int Oper	Lse Type Lessor Type Int Type / Lse No/Name Operator / Payor	ype ime	Exposure Gross Net	Oper.Cont. ROFR Doi Partner(s)	ROFR s) *	DOI Code	÷	Lease Descr	Lease Description / Rights Held	Held
M01258 PNG Sub: A WI ACTIVE 05990 100.00000000 ENEF	PNG CR WI 0599080334 SINOPEC DAYLGT ENERPLUS CORP	Eff: Aug 26, 1999 Exp: Aug 25, 2004 Ext: 15 Count Acreage = No	0.000	C00992 A No MANITOK ENERPLUS CORP SINOPEC DAYLGT INPLAY	No CORP YYLGT	WI 19.5000000 35.0000000 19.50000000 26.0000000 26.0000000		Area : WILLE TWP 42 RGE ALL PNG FR CARDIUM	Area : WILLESDEN GREEN TWP 42 RGE 9 W5M SEC 24 ALL PNG FROM TOP SURFACE TO TOP CARDIUM	4 ACE TO TOP
				Total Rental:	0.00			C00312 A	Related Contracts P&S Sep 2	acts Sep 29, 2016(I)
	Status		Hectares 0.000	0.000	NProd:	Hectares 0.000	<b>Net</b> 0.000	C00992 A C01157 R	F0&0PT R0YALTY	Dec 03, 2004 May 19, 2017
		Prov:	0.000	0.000	NProv:	0.000	0.000			
			Roya	Royalty / Encumbrances	ances					
<linked> C01157 R</linked>		Royalty Type GROSS OVERRIDING ROYALTY Roy Percent: 4.0000000 Deduction: NO	Product Type ALL PRODUCTS	rpe Sliding UCTS N	Sliding Scale Convertible N 11	ö	<b>% of Prod/Sales</b> 50000000 % of SALES			
	Gas: Royalty: S/S OlL: Min: Other Percent:		Мах:	Min Pay: Div: Min:	Pay: Div: Min:		Prod/Sales: Prod/Sales: Prod/Sales:			
	Royalty Type CROWN SLIDING Pow Porcont	Royalty Type Proc CROWN SLIDING SCALE ROYALTYALL Box Boxont:	Product Type YALL PRODUCTS	S	Sliding Scale Convertible Y N 1	<b>ertible % of P</b> N 100.00000	% of Prod/Sales 100.0000000 % of PROD			
	Deduction: Deduction: Gas: Royalty: S/S OIL: Min: Other Percent:	un: STANDARD raity: Min: rcent:	Мах:	Min Pay: Div: Min:	Pay: Div: Min:	24 27 27 27 27	Prod/Sales: Prod/Sales: Prod/Sales:			

Report Date: Oct Page Number: 37 ++	Oct 02, 2018 37 **REPORTED IN HECTARES**	<b>IECTAF</b>	ZES**		MANITO	MANITOK ENERGY. INC. Mineral Property Report	Y. INC. Report		Category:	MINERAL		
File Number Lse File Status Int Mineral Int Op	Lse Type Lessor Type Int Type / Lse No/Name Operator / Payor	ype		Exposure Gross Net	Exposure Oper.Cont. ROFR Gross Net Doi Partner(s)	OFR *	DOI Code		Lease Descr	Lease Description / Rights Held	s Held	
(cont'd)												
M01258 PNG <b>Sub:</b> B WI	G	Eff: Exo:	<b>Eff:</b> Aug 26, 1999 <b>Exp:</b> Aug 25, 2004	256.000 256.000	C00992 B MANITOK	No	WI 19.5000000		Area : WILLE TWP 42 RGE	Area : WILLESDEN GREEN TWP 42 RGE 9 W5M SEC 24	۲ 24	
ш	0599080334 RFLLATRIX	Ext:	15		BELLATRIX ENERPLUS CORP	ано	19.5000000 35 00000000		ALL PNG IN CARDIUM	CARDIUM		
100.00000000 ENI	ENERPLUS CORP				INPLAY	5	26.0000000		*******	Related Contracts -	racts	
					Total Rental:	896.00			C00312 A C00992 B C01157 S	P&S F0&OPT R0YALTY	Sep 29, 2016(I) Dec 03, 2004 May 19, 2017	6(I) 7
	Status		Í	Hectares	Net		Hectares	Net				
		ű.	Prod:	0.000	0.000	NProd:	0.000	0.000	Well U.W.I.	S TMT	Status/Type	
	DEVELOPED		Dev: 1	192.000	37.440	Undev:	64.000	12.480	100/01-24-04	100/01-24-042-09-W5/00 FLOWING/OIL	<b>DWING/OIL</b>	
		Ľ	Prov:	0.000	0.000	NProv:	0.000	0.000	100/02-24-04 102/03-24-04 100/13-24-04	100/02-24-042-09-W5/00 FLOWING/OIL 102/03-24-042-09-W5/00 FLOWING/OIL 100/13-24-042-09-W5/00 FLOWING/OIL	-OWING/OIL -OWING/OIL -OWING/OIL	
				Royal	Royalty / Encumbrances	ances			100/14-24-04	100/14-24-042-09-W5/00 PUMPING/OIL	UMPING/OIL	
<linked> C01157 S</linked>		e ERRIDIN Sent:	Royalty Type GROSS OVERRIDING ROYALTY Roy Percent: 4.0000000	Product Type ALL PRODUCTS	<b>pe Sliding</b> UCTS N	Sliding Scale Convertible N 1	<b>rtible % of Prod/Sales</b> v 19.5000000 % of	<b>d/Sales</b> % of SALES				
	Deduction:	:uc	NO									
	Gas: Royalty:	yalty:		March	Min Pay:	Pay: Disc	Prod	Prod/Sales: Drod/Sales:				
	Other Percent:	srcent:		NIGA.	Σ	Min:	Prod	Prod/Sales:				
	Royalty Type CROWN SLIDING Roy Percent: Deduction:	e DING S cent: m:	Royalty Type Product Type CROWN SLIDING SCALE ROYALTYALL PRODUCTS Roy Percent: Deduction: STANDARD	Product Type "YALL PRODUCI	pe Sliding JCTS Y	Sliding Scale Convertible Y N 1	<b>ertible % of Prod/Sales</b> N 100.0000000 % of	<ul> <li>% of Prod/Sales</li> <li>100.00000000 % of PROD</li> </ul>				

Report Date: Page Number:	0	ct 02, 2018 38 **REPORTED IN HECTARES**	℃TARES**		MANITO Mineral	MANITOK ENERGY. INC. Mineral Property Report	sY. INC. Report		Category:	MINERAL	
File Number File Status Mineral Int		Lse Type Lessor Type Int Type / Lse No/Name Operator / Payor	Ũ BL	Exposure Gross Net	Exposure Oper.Cont. ROFR Gross Net Doi Partner(s)	ROFR	DOI Code	-	Lease Descr	Lease Description / Rights Held	Held
(contd) M01258	B	Gas: Royalty: S/S OIL: Min: Other Percent:	ır: ant:	Мах:	Min Pay: Div: Min:	Pay: Div: Min:	9 2 4 9 2 7 4	Prod/Sales: Prod/Sales: Prod/Sales:			·
M01264 Sub: A ACTIVE	LICENCE ( WI 5412100231 MANITOK	е ск 231 Ж	Eff: Oct 04, 2012 Exp: Oct 03, 2016 Ext: INTERM Ext: Oct 03, 2021	64.000 64.000 64.000	MANITOK Total Rental:	* 224.00	100.00000000		Area : WILLESDEN TWP 42 RGE 8 W5 ALL PNG FROM BA BASE MANNVILLE	Area : WILLESDEN GREEN TWP 42 RGE 8 W5M SW 31 ALL PNG FROM BASE CARDIUM TO BASE MANNVILLE	EDIUM TO
		<b>Status</b> DEVELOPED	Prod: Dev: Prov:	Hectares 0.000 64.000 0.000	<b>Net</b> 0.000 64.000 0.000	NProd: Undev: NProv:	Hectares 0.000 0.000 0.000	Net 0.000 0.000 0.000	C00312 A C00312 A C00997 A C01157 M	Related Contracts P&S Sep FO&OPT Apri FO&OPT Apri ROYALTY May	acts
	I			Roya	Royalty / Encumbrances	ances			<b>Well U.W.I.</b> 102/16-31-042-08-	W5/00 F	Status/Type LOWING/GAS
	<b>≺Linked&gt;</b> C00997 A	Royalty Type GROSS OVERRIDI Roy Percent: Deduction: Gas: Royalty: S/S OIL: Min: Other Percent:	Royalty Type GROSS OVERRIDING ROYALTY Roy Percent: 10.0000000 Deduction: NO Gas: Royalty: S/S OIL: Min: Other Percent:	Product Type ALL PRODUCTS Max:	rpe Sliding Sc UCTS N Min Pay: Div: Min:	Sliding Scale Convertible N 24 Min Pay: Div: Min:	ertible % of Pl N 25.0000000 Pro Pro	e % of ProdiSales 25.0000000 % of PROD Prod/Sales: Prod/Sales: Prod/Sales:			
v	<ul> <li><linked></linked></li> <li>C01157 M</li> </ul>	Royaity Type GROSS OVERRIL Roy Percent:	Royaity Type GROSS OVERRIDING ROYALTY Roy Percent: 4.0000000	Product Type ALL PRODUCTS	rpe Sliding UCTS N	Sliding Scale Convertible N 1	ertible % of Pr N 100.000000	e % of Prod/Sales 100.0000000 % of SALES			

Report Date: Page Number:	Ő I	2018 ORTED IN H	ct 02, 2018 39 **REPORTED IN HECTARES**		MANITOK ENERGY. INC. Mineral Property Report	C ENERG Property	sY. INC. Report		Category:	MINERAL	
File Number File Status Mineral Int	Lse Tyr Int Type Operato	Lse Type Lessor Type Int Type / Lse No/Name Operator / Payor	ype ame	Exposure Gross Net	Exposure Oper.Cont. ROFR Gross Net Doi Partner(s)	OFR *	DOI Code	*	Lease Descri	Lease Description / Rights Held	Held
(conťd) M01264	¢	Deduction: Gas: Royalty: S/S OIL: Min: Other Percent:	nn: NO yalty: Min: ercent:	Мах:	Min Pay: Div: Min:	<b>X</b> X X	5 5 5 5 6 7 6 7 6 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7	Prod/Sales: Prod/Sales: Prod/Sales:			
	I			Royi	Royalty / Encumbrances	Inces					
		Royaity Type CROWN SLIDING Roy Percent: Deduction:	Royalty Type Product Type CROWN SLIDING SCALE ROYALTYALL PRODUCTS Roy Percent: Deduction: STANDARD	Product Type TYALL PRODUCT		ale Conv	ertible % of Pr N 100.000000	e % of Prod/Sales 100.00000000 % of PROD			
		odas: ruyany. S/S OIL: Min: Other Percent:	yauy. Min: rcent:	Мах:	Min Fay. Div: Min:			Prod/Sales: Prod/Sales:			
		Type	Date Oat on 2016	Description	- Remarks In CONTINUED T		Description	OCT 3 2021			
		TRUST	Oct 04, 2017	INPLAY H	INPLAY HOLDS MANITOKS INTEREST IN TRUST	KS INTERES	ST IN TRUST	0 - 202 -			
M01276 Sub: A ACTIVE 100.0000000	NG WI 0507120161 MANITOK MANITOK	3161 CR	Eff: Dec 13, 2007 Exp: Dec 13, 2012 Ext: 15	256.000 256.000 256.000	MANITOK Total Rental:	896.00	WI 100.0000000		Area : WILLESDEN TWP 42 RGE 8 W5 ALL PNG FROM B/ BASE MANNVILLE	Area : WILLESDEN GREEN TWP 42 RGE 8 W5M SEC 32 ALL PNG FROM BASE CARDIUM TO BASE MANNVILLE	2 DIUM TO
	-,	Status	H Prod:	Hectares 0.000	. Net 0.000	NProd:	Hectares 0.000	<b>Net</b> 0.000	C00312 A C01157 M	Related Contracts P&S Sep 2 ROYALTY May 1	<b>cts</b> 29, 2016 (I) May 19, 2017

Report Date: O Page Number:	Oct 02, 2018 40 **REPORTED IN HECTARES**	TARES**		MANITO Mineral	MANITOK ENERGY. INC. Mineral Property Report	Υ. INC. Report		Category:	MINERAL	
File Number La File Status In Mineral Int O	Lse Type Lessor Type Int Type / Lse No/Name Operator / Payor		Exposure Oper.Cont. ROFR Gross Net Doi Partner(s)	Oper.Cont. R( Doi Partner(s)	ROFR	DOI Code	*	Lease Desc	Lease Description / Rights Held	
(cont'd)										
M01276 Sub: A	UNDEVELOPED	Dev: Prov:	0.000	0.000	Undev: NProv:	256.000 0.000	256.000 0.000			
			Royalt	Royalty / Encumbrances	ances					
<mark>≺Linked&gt;</mark> C01157 M	<pre><linked> Royalty Type C01157 M GROSS OVERRIDING ROYALTY</linked></pre>	IDING ROYALTY : 4.00000000 NO	Product Type ALL PRODUCTS	be Sliding CTS N	Scale Conv	<b>ertible % of</b> F N 100.00000	e % of Prod/Sales 100.00000000 % of SALES			
	Gas: Royalty: S/S OIL: Min: Other Percent:		Max:	Min Pay: Div: Min:	Pay: Div: Min:		Prod/Sales: Prod/Sales: Prod/Sales:			
	Royalty Type CROWN SLIDING	Royalty Type Product Type CROWN SLIDING SCALE ROYALTYALL PRODUCTS	Product Type YALL PRODUCT	be Sliding CTS Y	Sliding Scale Convertible Y 1	<b>ertible % of F</b> N 100.00000	e % of Prod/Sales 100.0000000 % of PROD			
	Koy Percent: Deduction: Gas: Royalty: S/S OIL: Min: Other Percent:	:: STANDARD 5: mt:	Max:	Min Pay: Div: Min:	Pay: Div: Min:	222	Prod/Sales: Prod/Sales: Prod/Sales:			
				Remarks						
	Type Continue D	<b>Date</b> Dec 05, 2012	Description PER CROW 2012-DEC-0: CONTINUER MANNVILLE	N LETTER C 5 0 INDEFINITI . SEE FILE F	Description Per Crown Letter on File Dated Octobe 2012-dec-05 Continued indefinitely below base care Mannville. See File For Further Details.	D OCTOBER 2 3ASE CARDIUN 3 DETAILS.	Description PER CROWN LETTER ON FILE DATED OCTOBER 24, 2012, LEASE 2012-DEC-05 CONTINUED INDEFINITELY BELOW BASE CARDIUM TO BASE MANNVILLE. SEE FILE FOR FURTHER DETAILS.			

Report Date: Page Number:	Oct 02, 2018 .r. 41 **REPORTED IN HECTARES**	MANITOK ENERGY. INC. Mineral Property Report	Category: MINERAL
File Number File Status Mineral Int	Lse Type Lessor Type Int Type / Lse No/Name Operator / Payor	Exposure Oper.Cont. ROFR DOI Code Gross Net Doi Partner(s) * * *	Lease Description / Rights Held
(conťd)			
M01276	A	Remarks	
	Type Date CONTINUE Sep 12, 2012	Description AGREEMENTS 0507120160 (M0073) AND 0507120161 (M0074) EXPIRING 2012-SEP-12 DECEMBER 12, 2012. ADVANCED RULING APPLICATION FAXED AND SENT BY COURIER TO CROWN SEPT 12 2012 TO CONTINUE UNDER SECTION 15(1)(E)- MAPPING. SEE FILE FOR DETAILS.	
CS LAND Version: 11.1.4	sion: 11.1.4		

CS L

Report Date: Oct 02, 2018 Page Number: 42 **REPORT	ct 02, 2018 42 **REPORTED IN HECTARES**	*	MANITON Mineral F	MANITOK ENERGY. INC. Mineral Property Report	INC. sport	Category:	ory: MINERAL	
File Number Lse Type Lessor Type File Status Int Type / Lse No/Name	Lse Type Lessor Type Int Type / Lse No/Name	Exposure Gross	Exposure Oper.Cont. ROFR Gross		DOI Code			
	Operator / Payor	z	Net Doi Partner(s)	*	*	Lease	Lease Description / Rights Held	s Held
Category Total:	Total Gross:	3,200.000	Total Net:	2,475.527				
	Prod Gross:	0.000	Prod Net:	0.000	NProd Gross:	0.000	NProd Net:	0.000
	Dev Gross:	1,728.000	Dev Net:	1,255.578	Undev Gross :	1,472.000	Undev Net :	1,219.949
	Prov Gross:	0.000	Prov Net:	0.000	NProv Gross:	0.000	NProv Net:	0.000
Report Total:	Total Gross:	3,200.000	Total Net:	2,475.527				
	Prod Gross:	0.000	Prod Net:	0.000	NProd Gross:	0.000	NProd Net:	0.000
	Dev Gross:	1,728.000	Dev Net:	1,255.578	Undev Gross :	1,472.000	Undev Net :	1,219.949
	Prov Gross:	0.000	Prov Net:	0.000	NProv Gross:	000-0	NProv Net:	0.000

\*\* End of Report \*\*

THE FOLLOWING COMPRISES SCHEDULE "B" ATTACHED TO AND FORMING PART OF A PURCHASE AND SALE AGREEMENT DATED THE 10TH DAY OF OCTOBER, 2018 BETWEEN ALVAREZ & MARSAL CANADA INC., solely in its capacity as receiver and manager of MANITOK ENERGY INC., and not in its personal or corporate capacity, and SHANGHAI ENERGY CORPORATION.

#### Wells and Facilities

The following three (3) pages comprise Schedule "B".

#### Willesden Green Wells

Area	License	CPA Pretty Well ID	Well Name	Surface Location	WIP Company	WIP	Operator Name	Producing Zone
WILLESDEN GREEN	0468348	102/16-31-042-08W5/00	MNK WILLGR 16-31-42-8	13-30-042-08W5	MANITOK ENERGY INC.	100.000000	Manitok Enrg Inc	NTKN
WILLESDEN GREEN	0456782	100/01-13-042-09W5/00	BELLATRIX WILLGR 1-13-42-9	01-24-042-09W5	MANITOK ENERGY INC.	50.000000	Bellatrix Expl Ltd	CRDM
WILLESDEN GREEN	0456783	100/02-13-042-09W5/00	BELLATRIX WILLGR 2-13-42-9	01-24-042-09W5	MANITOK ENERGY INC.	50.000000	Bellatrix Expl Ltd	CRDM
WILLESDEN GREEN	0462770	100/03-13-042-09W5/00	BELLATRIX HZ WILLGR 3-13-42-9	03-24-042-09W5	MANITOK ENERGY INC.	50.000000	Bellatrix Expl Ltd	CRDM
WILLESDEN GREEN	0456665	100/01-23-042-09W5/00	MNK WILLGR 1-23-42-9	01-26-042-09W5	MANITOK ENERGY INC.	100.000000	Manitok Enrg Inc	CRDM
WILLESDEN GREEN	0456666	100/02-23-042-09W5/00	MNK WILLGR 2-23-42-9	01-26-042-09W5	MANITOK ENERGY INC.	100.000000	Manitok Enrg Inc	CRDM
WILLESDEN GREEN	0461514	100/01-24-042-09W5/00	MNK WILLGR 1-24-42-9	01-25-042-09W5	MANITOK ENERGY INC.	19.500000	Manitok Enrg Inc	CRDM
WILLESDEN GREEN	0461903	100/02-24-042-09W5/00	MNK WILLGR 2-24-42-9	01-25-042-09W5	MANITOK ENERGY INC.	19.500000	Manitok Enrg Inc	CRDM
WILLESDEN GREEN	0466805	102/03-24-042-09W5/00	MNK WILLGR 3-24-42-9	01-25-042-09W5	MANITOK ENERGY INC.	19.500000	Manitok Enrg Inc	CRDM
WILLESDEN GREEN	0459263	100/13-24-042-09W5/00	INPLAY OIL WILLGR 13-24-42-9	14-13-042-09W5	MANITOK ENERGY INC.	19.500000	Inplay Oil Corp	CRDM
WILLESDEN GREEN	0455194	100/14-24-042-09W5/00	TIMBERROCK ETAL HZ WILLGR 14-24-42-9	14-13-042-09W5	MANITOK ENERGY INC.	19.500000	Bellatrix Expl Ltd	CRDM
WILLESDEN GREEN	0445148	100/02-25-042-09W5/00	MNK WILLGR 2-25-42-9	03-36-042-09W5	MANITOK ENERGY INC.	100.000000	Manitok Enrg Inc	CRDM
WILLESDEN GREEN	0443981	100/03-25-042-09W5/00	MNK WILLGR 3-25-42-9	03-36-042-09W5	MANITOK ENERGY INC.	100.000000	Manitok Enrg Inc	CRDM
WILLESDEN GREEN	0385484	100/04-25-042-09W5/00	MNK WILLGR 4-25-42-9	06-25-042-09W5	MANITOK ENERGY INC.	100.000000	Manitok Enrg Inc	NRDG
WILLESDEN GREEN	0385484	100/04-25-042-09W5/02	MNK WILLGR 4-25-42-9	06-25-042-09W5	MANITOK ENERGY INC.	100.000000	Manitok Enrg Inc	NRDG
WILLESDEN GREEN	0435575	102/04-25-042-09W5/00	MNK WILLGR 4-25-42-9	01-35-042-09W5	MANITOK ENERGY INC.	100.000000	Manitok Enrg Inc	CRDM
WILLESDEN GREEN	0419129	103/09-25-042-09W5/00	MNK WILLGR 9-25-42-9	01-25-042-09W5	MANITOK ENERGY INC.	100.000000	Manitok Enrg Inc	CRDM
WILLESDEN GREEN	0458042	102/16-25-042-09W5/00	MNK WILLGR 16-25-42-9	16-24-042-09W5	MANITOK ENERGY INC.	100.000000	Manitok Enrg Inc	CRDM
WILLESDEN GREEN	0445940	100/01-26-042-09W5/00	MNK WILLGR 1-26-42-9	01-35-042-09W5	MANITOK ENERGY INC.	100.000000	Manitok Enrg Inc	CRDM
WILLESDEN GREEN	0445955	100/16-34-042-09W5/00	MNK WILLGR 16-34-42-9	15-27-042-09W5	MANITOK ENERGY INC.	70.000000	Manitok Enrg Inc	CRDM
WILLESDEN GREEN	0379836	100/08-35-042-09W5/00	CNRL WILLGR 8-35-42-9	08-35-042-09W5	MANITOK ENERGY INC.	60.000000	Cdn Nat Rsrcs Ltd	RCKK
WILLESDEN GREEN	0379836	100/08-35-042-09W5/02	CNRL WILLGR 8-35-42-9	08-35-042-09 W5	MANITOK ENERGY INC.	60.000000	Cdn Nat Rsrcs Ltd	
WILLESDEN GREEN	0449258	100/13-35-042-09W5/00	MNK WILLGR 13-35-42-9	14-26-042-09W5	MANITOK ENERGY INC.	60.000000	Manitok Enrg Inc	CRDM
WILLESDEN GREEN	0440170	100/14-35-042-09W5/00	MNK WILLGR 14-35-42-9	14-26-042-09W5	MANITOK ENERGY INC.	60.000000	Manitok Enrg Inc	CRDM
WILLESDEN GREEN	0419130	100/16-35-042-09W5/00	MNK WILLGR 16-35-42-9	01-35-042-09W5	MANITOK ENERGY INC.	60.000000	Manitok Enrg Inc	CRDM
WILLESDEN GREEN	0418547	100/02-36-042-09W5/00	MNK WILLGR 2-36-42-9	01-35-042-09W5	MANITOK ENERGY INC.	66.670000	Manitok Enrg Inc	CRDM
WILLESDEN GREEN	0435576	102/08-36-042-09W5/00	MNK WILLGR 8-36-42-9	01-35-042-09W5	MANITOK ENERGY INC.	66.670000	Manitok Enrg Inc	CRDM
WILLESDEN GREEN	0445982	100/01-10-043-09W5/00	MNK WILLGR 1-10-43-9	01-15-043-09W5	MANITOK ENERGY INC.	70.000000	Manitok Enrg Inc	CRDM
WILLESDEN GREEN	0445983	102/01-02-043-09W5/00	MNK WILLGR 1-2-43-9	01-11-043-09W5	MANITOK ENERGY INC.	100.000000	Manitok Enrg Inc	CRDM
WILLESDEN GREEN	0459820	100/02-02-043-09W5/00	MNK WILLGR 2-2-43-9	01-11-043-09W5	MANITOK ENERGY INC.	100.000000	Manitok Enrg Inc	CRDM
WILLESDEN GREEN	0458960	100/02-10-043-09W5/00	MNK WILLGR 2-10-43-9	01-15-043-09W5	MANITOK ENERGY INC.	70.000000	Manitok Enrg Inc	CRDM
WILLESDEN GREEN	0466721	104/03-10-043-09W5/00	MNK WILLGR 3-10-43-9	03-15-043-09W5	MANITOK ENERGY INC.	70.000000	Manitok Enrg Inc	CRDM

#### Willesden Green Facilities

Area	Licence	Description	Sub Type	Surface Location	Status	Licensee	WIP
WILLESDEN GREEN	F46706	Battery	Crude Oil Multiwell Group Battery	01-25-042-09W5	Issued	MANITOK ENERGY INC.	80.440000
WILLESDEN GREEN	F47251	Satellite		01-25-042-09W5	Issued	MANITOK ENERGY INC.	80.440000
WILLESDEN GREEN	F46362	Battery		01-26-042-09W5	Issued	MANITOK ENERGY INC.	100.000000
WILLESDEN GREEN	F45705	Battery		14-26-042-09W5	Issued	MANITOK ENERGY INC.	60.000000
WILLESDEN GREEN	F42758	Battery		01-35-042-09W5	Amended	MANITOK ENERGY INC.	78.670000
WILLESDEN GREEN	F45961	Battery		03-36-042-09W5	Issued	MANITOK ENERGY INC.	100.000000
WILLESDEN GREEN	F46604	Battery		01-11-043-09W5	Issued	MANITOK ENERGY INC.	100.000000
WILLESDEN GREEN	F46506	Battery		01-15-043-09W5	Issued	MANITOK ENERGY INC.	70.000000

#### Willesden Green Pipelines

Area	Lic_Line	Substance	From Location	From Facility	To Location	To Facility	Licensee	Status	Diam (mm)	Length (km)
WILLESDEN GREEN	47917-18	NG	01-25-042-09W5	Well	06-25-042-09W5	Pipeline	MANITOK ENERGY INC.	Operating	114.3	1.16
WILLESDEN GREEN	47917-24	NG	15-27-042-09W5	Well	10-27-042-09W5	Pipeline	MANITOK ENERGY INC.	Operating	114.3	0.46
WILLESDEN GREEN	47917-28	NG	01-25-042-09W5	Battery	08-25-042-09W5	Pipeline	MANITOK ENERGY INC.	Operating	114.3	0.36
WILLESDEN GREEN	50894-10	OE	06-25-042-09W5	Pipeline	01-25-042-09W5	Battery	MANITOK ENERGY INC.	Operating	219.1	1.2
WILLESDEN GREEN	50894-13	OE	14-26-042-09W5	Battery	01-26-042-09W5	Pipeline	MANITOK ENERGY INC.	Operating	114.3	1.61
WILLESDEN GREEN	50894-14	OE	16-24-042-09W5	Well	01-25-042-09W5	Battery	MANITOK ENERGY INC.	Operating	114.3	0.35
WILLESDEN GREEN	50894-15	OE	16-10-043-09W5	Blind end	01-15-043-09W5	Blind end	MANITOK ENERGY INC.	Discontinued	114.3	0.42
WILLESDEN GREEN	50894-16	OE	01-25-042-09W5	Battery	08-19-042-08W5	Pipeline	MANITOK ENERGY INC.	Operating	114.3	2.09
WILLESDEN GREEN	50894-17	OE	01-35-042-09W5	Battery	06-25-042-09W5	Pipeline	MANITOK ENERGY INC.	Operating	219.1	1.67
WILLESDEN GREEN	50894-18	OE	03-15-043-09W5	Battery	01-15-043-09W5	Pipeline	MANITOK ENERGY INC.	Operating	168.3	0.92
WILLESDEN GREEN	50894-19	OE	13-36-042-09W5	Blind end	05-06-043-08W5	Blind end	MANITOK ENERGY INC.	Discontinued	168.3	1.51
WILLESDEN GREEN	50894-2	OE	13-36-042-09W5	Pipeline	01-35-042-09W5	Battery	MANITOK ENERGY INC.	Operating	168.3	1.57
WILLESDEN GREEN	50894-3	OE	03-36-042-09W5	Well	01-35-042-09W5	Pipeline	MANITOK ENERGY INC.	Operating	114.3	0.76
WILLESDEN GREEN	50894-4	OE	01-11-043-09W5	Well	13-36-042-09W5	Pipeline	MANITOK ENERGY INC.	Operating	168.3	2.76
WILLESDEN GREEN	50894-5	OE	01-15-043-09W5	Battery	01-11-043-09W5	Pipeline	MANITOK ENERGY INC.	Operating	168.3	2.67
WILLESDEN GREEN	50894-6	OE	03-15-043-09W5	Battery	01-15-043-09W5	Pipeline	MANITOK ENERGY INC.	Not Constructed	168.3	0.92
WILLESDEN GREEN	50894-8	OE	01-26-042-09W5	Battery	01-26-042-09W5	Pipeline	MANITOK ENERGY INC.	Operating	168.3	0.28
WILLESDEN GREEN	50894-9	OE	01-26-042-09W5	Pipeline	06-25-042-09W5	Pipeline	MANITOK ENERGY INC.	Operating	168.3	0.84
WILLESDEN GREEN	54658-1	NG	06-25-042-09W5	Pipeline	01-26-042-09W5	Pipeline	MANITOK ENERGY INC.	Operating	114.3	0.89
WILLESDEN GREEN	54658-2	NG	01-26-042-09W5	Pipeline	01-26-042-09W5	Pipeline	MANITOK ENERGY INC.	Operating	114.3	0.2
WILLESDEN GREEN	54658-3	NG	01-26-042-09W5	Pipeline	03-23-042-09W5	Pipeline	MANITOK ENERGY INC.	Operating	114.3	1.66
WILLESDEN GREEN	54658-4	NG	03-23-042-09W5	Pipeline	10-14-042-09W5	Pipeline	MANITOK ENERGY INC.	Operating	168.3	1.29
WILLESDEN GREEN	54658-5	NG	10-14-042-09W5	Pipeline	05-10-042-09W5	Pipeline	MANITOK ENERGY INC.	Operating	168.3	3.04
WILLESDEN GREEN	57589-1	NG	01-35-042-09W5	Blind end	08-35-042-09W5	Blind end	MANITOK ENERGY INC.	Discontinued	88.9	0.37

[THE FOLLOWING COMPRISES SCHEDULE "C" ATTACHED TO AND FORMING PART OF A PURCHASE AND SALE AGREEMENT DATED THE 10TH DAY OF OCTOBER, 2018 BETWEEN ALVAREZ & MARSAL CANADA INC., solely in its capacity as receiver and manager of MANITOK ENERGY INC., and not in its personal or corporate capacity, and SHANGHAI ENERGY CORPORATION.

#### **RIGHTS OF FIRST REFUSAL**

Nil.

THE FOLLOWING COMPRISES SCHEDULE "D" ATTACHED TO AND FORMING PART OF A PURCHASE AND SALE AGREEMENT DATED THE 10TH DAY OF OCTOBER, 2018 BETWEEN ALVAREZ & MARSAL CANADA INC., solely in its capacity as receiver and manager of MANITOK ENERGY INC., and not in its personal or corporate capacity, and SHANGHAI ENERGY CORPORATION.

#### **GENERAL CONVEYANCE**

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

#### BETWEEN:

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

- and -

**SHANGHAI ENERGY CORPORATION**, a corporation incorporated under the laws of Alberta (hereinafter referred to as "**Purchaser**")

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

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

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

#### 1. Definitions

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

"**Purchase Agreement**" means that Purchase and Sale Agreement between Vendor and Purchaser dated October 10, 2018.

#### 2. Conveyance

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

#### 3. Subordinate Document

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

#### 4. No Merger

The covenants, representations, warranties and indemnities contained in the Purchase Agreement are incorporated herein as fully and effectively as if they were set out herein and there shall be no merger of

any covenant, representation, warranty or indemnity contained in the Purchase Agreement by virtue of the execution and delivery hereof, any rule of law, equity or statute to the contrary notwithstanding.

#### 5. Governing Law

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

#### 6. Enurement

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

#### 7. Further Assurances

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

#### 8. Counterpart Execution

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

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

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

Per:

Name: Title: Per:

Name: Title: THE FOLLOWING COMPRISES SCHEDULE "E" ATTACHED TO AND FORMING PART OF A PURCHASE AND SALE AGREEMENT DATED THE 10TH DAY OF OCTOBER, 2018 BETWEEN ALVAREZ & MARSAL CANADA INC., solely in its capacity as receiver and manager of MANITOK ENERGY INC., and not in its personal or corporate capacity, and SHANGHAI ENERGY CORPORATION.

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

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

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

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

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

1. The undersigned is personally familiar, in **[his][her]** capacity as an officer of **[Vendor][Purchaser]**, with the matters hereinafter mentioned.

2. Each of the covenants, representations and warranties of the **[Vendor][Purchaser]** contained in Article 4 of the Agreement were true and correct in all material respects when made and are true and correct in all material respects as of the Closing Date.

3. All obligations of **[Vendor][Purchaser]** contained in the Agreement to be performed prior to or at Closing have been timely performed in all material respects.

4. This Certificate is made for and on behalf of the **[Vendor][Purchaser]** and is binding upon it, and I am not incurring, and will not incur, any personal liability whatsoever with respect to it.

5. This Certificate is made with full knowledge that the **[Vendor][Purchaser]** is relying on the same for the Closing of the transactions contemplated by the Agreement.

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

#### [Name of Vendor/Purchaser]

Name: \_\_\_\_\_ Title: \_\_\_\_\_ THE FOLLOWING COMPRISES SCHEDULE "F" ATTACHED TO AND FORMING PART OF A PURCHASE AND SALE AGREEMENT DATED THE 10TH DAY OF OCTOBER, 2018 BETWEEN ALVAREZ & MARSAL CANADA INC., solely in its capacity as receiver and manager of MANITOK ENERGY INC., and not in its personal or corporate capacity, and SHANGHAI ENERGY CORPORATION.

#### COURT ORDER

COURT FILE NUMBER

Clerk's Stamp

COURT

COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE

PLAINTIFF

DEFENDANT

DOCUMENT

APPROVAL AND VESTING ORDER (Sale by Receiver)

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

DATE ON WHICH ORDER WAS PRONOUNCED: \_\_\_\_\_

LOCATION WHERE ORDER WAS PRONOUNCED: \_\_\_\_\_

NAME OF JUSTICE WHO MADE THIS ORDER:

**UPON THE APPLICATION** by **[Receiver's Name]** in its capacity as the Court-appointed **[receiver/receiver and manager]** (the "Receiver") of the undertaking, property and assets of **[Debtor]** (the "Debtor") for an order approving the sale transaction (the "Transaction") contemplated by an agreement of purchase and sale (the "Sale Agreement") between the Receiver and **[Name of Purchaser]** (the "Purchaser") dated **[Date]** and appended to the \_\_\_\_\_ Report of the Receiver dated **[Date]** (the "Report"), and vesting in the Purchaser (or its nominee)<sup>1</sup> the Debtor's right, title and interest in and to the assets described in the Sale Agreement (the "Purchased Assets");

AND UPON HAVING READ the Receivership Order dated [Date] (the "Receivership Order"), the Report and the Affidavit of Service; AND UPON HEARING the submissions of counsel for the Receiver, the Purchaser [Names of other parties appearing], no one appearing for any other person on the service list, although properly served as appears from the Affidavit of Service, filed;

<sup>&</sup>lt;sup>1</sup> Ensure that there are no legal obstacles to the vesting of assets in a nominee (for example competition and anti-trust law). Should land be transferred and vested in a nominee, the Registrar of Land Titles requires the Purchaser to complete a Certificate of Nomination (which needs to be signed under seal if the Purchaser is a corporation. If the Purchaser is an individual, the signature needs to be witnessed with an affidavit of execution completed.)

#### IT IS HEREBY ORDERED AND DECLARED THAT:

#### SERVICE

[1] 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**

[2] The Transaction is hereby approved,<sup>2</sup> and the execution of the Sale Agreement by the Receiver is hereby authorized and approved, with such minor amendments as the Receiver may deem necessary. 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 to the Purchaser (or its nominee).

#### **VESTING OF PROPERTY**

[3] Upon the delivery of a Receiver's certificate to the Purchaser (or its nominee) substantially in the form set out in Schedule "A" hereto (the "Receiver's Certificate"), all of the Debtor's right, title and interest in and to the Purchased Assets described in the Sale Agreement and listed on Schedule "B" hereto shall vest absolutely in the name of the Purchaser (or its nominee), free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, <u>caveats</u>, <sup>1</sup>mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "Claims")<sup>3</sup> including, without limiting the generality of the foregoing:

any encumbrances or charges created by the Receivership Order;

all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Alberta) or any other personal property registry system; and

those Claims listed on **Schedule "C"** hereto (all of which are collectively referred to as the "Encumbrances", which term shall not include the permitted encumbrances, <u>caveats</u>, <sup>2</sup>easements and restrictive covenants listed on **Schedule "D"**); and,

 $<sup>^2</sup>$  In some cases, notably where this Order may be relied upon for proceedings in the United States, a finding that the Transaction is commercially reasonable and in the best interests of the Debtor and its stakeholders may be necessary. Evidence should be filed to support such a finding.

<sup>&</sup>lt;sup>3</sup> The "Claims" being vested out may, in some cases, include ownership claims, where ownership is disputed and the dispute is brought to the attention of the Court. Such ownership claims would, in that case, still continue as against the net proceeds from the sale of the claimed asset. Similarly, other rights, titles or interests could also be vested out, if the Court is advised what rights are being affected, and the appropriate persons are served. The Committee agrees with the view of the Ontario Committee that a non-specific vesting out of "rights, titles and interests" is vague and therefore undesirable.

for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.<sup>4</sup>

[4] 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 of Land Titles of Alberta (the "Registrar") is hereby authorized, requested, and directed to cancel the existing Certificate of Title No. \* for those lands and premises municipally described as \*, and legally described as:

#### (the "Lands")

and to issue a new Certificate of Title for the Lands in the name of the Purchaser (or its nominee), namely, \*, and to register such transfers, discharges, discharge statements of conveyances, as may be required to convey clear title to the Lands to the Purchaser (or its nominee), which Certificate of Title shall be subject only to those encumbrances (the "Permitted Encumbrances") listed on **Schedule** "**D**" hereto.<sup>5</sup>

- [5] This Order shall be registered by the Registrar 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.
- [6] For the purposes of determining the nature and priority of Claims, the net proceeds<sup>6</sup> 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<sup>7</sup>, 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.

<sup>&</sup>lt;sup>4</sup> Should the removal of Encumbrances include removal of registrations at the Personal Property Registry involving serial numbered personal property, include this paragraph:

<sup>&</sup>quot;[From and after the closing of the Transaction (including the payment of the purchase price by the Purchaser to the Receive), the Receiver is authorized to discharge from the Personal Property Registry any claim registered against any of the Personal Property being purchased by the Purchaser, to the extent the security interest is registered against the interest of the Debtor.]"

<sup>&</sup>lt;sup>5</sup> Paragraphs 4 and 5 only apply if the Purchased Assets include land. Should the removal of restricted covenants from title be required, the Registrar of Land Titles will require the instrument number to be expressly identified in this Order. In the event that any encumbrances (such as builders liens) were registered against the land **after** the date of the Receivership Order, the Registrar requires that the Order clearly states whether those encumbrances should also be discharged. If such is the case, the Committee suggests the addition of the following at the end of paragraph: "The Registrar is expressly authorized and directed to include in the discharge of the encumbrances registered against the Lands, all encumbrances registered after the date the Receivership Order was granted."

<sup>&</sup>lt;sup>6</sup> The Report should identify the disposition costs and any other costs which should be paid from the gross sale proceeds, to arrive at "net proceeds".

<sup>&</sup>lt;sup>7</sup> This provision crystallizes the date as of which the Claims will be determined. If a sale occurs early in the insolvency process, or potentially secured claimants may not have had the time or the ability to register or perfect proper claims prior to the sale, this provision may not be appropriate, and should be amended to remove this crystallization concept.

- [7] The Purchaser (and its nominee, if any) shall, by virtue of the completion of the Transaction, have no liability of any kind whatsoever in respect of any Claims against the Debtor.
- [8] 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 (or its nominee).
- [9] The Purchaser (or its nominee) 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.
- [10] Immediately after the closing of the Transaction, the holders of the Permitted Encumbrances shall have no claim whatsoever against the Receiver or the Debtor.
- [11] The Receiver is to file with the Court a copy of the Receiver's Certificate, forthwith after delivery thereof to the Purchaser (or its nominee).
- [12] 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 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.

#### [13] Notwithstanding:

The pendency of these proceedings;

Any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of the Debtor and any bankruptcy order issued pursuant to any such applications; and

Any assignment in bankruptcy made in respect of the Debtor

the vesting of the Purchased Assets in the Purchaser (or its nominee) 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 *Bankruptcy and Insolvency Act* (Canada) 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.

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

#### MISCELLANEOUS MATTERS

- [15] 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.
- [16] 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.
- [17] Service of this Order on any party not attending this application is hereby dispensed with.

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

#### Schedule "A"

#### Form of Receiver's Certificate

#### COURT FILE NUMBER

COURT

#### COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE

PLAINTIFF

DEFENDANT

DOCUMENT

**RECEIVER'S CERTIFICATE** 

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

#### RECITALS

- A. Pursuant to an Order of the Honourable Justice [Name] of the Court of Queen's Bench of Alberta, Judicial District of \_\_\_\_\_\_ (the "Court") dated [Date of Order], [Name of Receiver] was appointed as the receiver (the "Receiver") of the undertaking, property and assets of [Debtor] (the "Debtor").
- B. Pursuant to an Order of the Court dated [Date], the Court approved the agreement of purchase and sale made as of [Date of Agreement] (the "Sale Agreement") between the Receiver and [Name of Purchaser] (the "Purchaser") and provided for the vesting in the Purchaser of the Debtor's right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets 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 Purchased Assets; (ii) that the conditions to Closing as set out in section \* of the 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 Sale Agreement.

THE RECEIVER CERTIFIES the following:

Clerk's Stamp

- 1. The Purchaser (or its nominee) has paid and the Receiver has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;
- 2. The conditions to Closing as set out in section \* of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser (or its nominee); and
- 3. The Transaction has been completed to the satisfaction of the Receiver.
- 4. This Certificate was delivered by the Receiver at [Time] on [Date].

[Name of Receiver], in its capacity as Receiver of the undertaking, property and assets of [Debtor], and not in its personal capacity.

Per;\_\_\_\_\_

Name:

Title:

THE FOLLOWING COMPRISES SCHEDULE "G" ATTACHED TO AND FORMING PART OF A PURCHASE AND SALE AGREEMENT DATED THE 10TH DAY OF OCTOBER, 2018 BETWEEN ALVAREZ & MARSAL CANADA INC., solely in its capacity as receiver and manager of MANITOK ENERGY INC., and not in its personal or corporate capacity, and SHANGHAI ENERGY CORPORATION.

#### EXCLUDED ASSETS

- 1. Lease Agreement 14-835 dated February 3, 2016 between Bull Moose Capital Ltd. and Tournament Exploration Ltd., as may have been amended from time to time (the "Lease Agreement").
- 2. 1680 HP compressor package, unit #14-835, located at 01-25-042-09W5M, designed for 2% sour gar service, as further described in Schedule "A" to the Lease Agreement.

# TAB B

### **APPENDIX B**

Bonavista PSA - REDACTED

#### PURCHASE AND SALE AGREEMENT

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

#### **BETWEEN**:

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

- and -

**BONAVISTA ENERGY CORPORATION**, a corporation incorporated under the laws of Alberta (hereinafter referred to as "**Purchaser**")

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

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

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

#### ARTICLE 1 INTERPRETATION

#### 1.1 Definitions

In this Agreement, unless the context otherwise requires:

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

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

- (b) **"AER**" means the Alberta Energy Regulator;
- (c) "Affiliate" means, with respect to any Person, any other Person or group of Persons acting in concert, directly or indirectly, that controls, is controlled by or is under common control with such Person. The term "control" as used in the preceding sentence means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person whether through ownership or more than fifty percent (50%) of the voting securities of such Person, by contract or otherwise;
- (d) "Applicable Law" means, in relation to any person, property or circumstance, all laws, statutes, rules, regulations, official directives and orders of Governmental Authorities (whether administrative, legislative, executive or otherwise), including judgments, orders and decrees of courts, commissions or bodies exercising similar functions, as amended, and includes the provisions and conditions of any permit, license or other governmental or regulatory authorization, that are in effect as at the relevant time and are applicable to such person, property or circumstance;
- (e) "Assets" means the Petroleum and Natural Gas Rights, the Tangibles, and the Miscellaneous Interests;
- (f) **"Business Day**" means a day other than a Saturday, a Sunday or a statutory holiday in Calgary, Alberta;
- (g) "Court Order" means an order to be granted by the Court, based on the Alberta form of Approval and Vesting Order attached in Schedule "F" and as revised by agreement between Vendor and Purchaser, acting reasonably, which authorizes, approves and confirms this Agreement and the sale of the Assets by Vendor to Purchaser in accordance with the terms and conditions contained herein, and vests beneficial title to the Assets in Purchaser free and clear of all encumbrances, liens, security interests or claims, other than Permitted Encumbrances;
- (h) "Closing" means the transfer of possession, beneficial ownership and risks of the Assets from the Vendor to the Purchaser, the exchange of Specific Conveyances and payment of the Purchase Price by the Purchaser to the Vendor, and all other items and considerations required to be delivered on the Closing Date pursuant hereto;
- (i) **"Closing Date**" means 10:00 a.m. on the later of:
  - i. November 1, 2018;
  - ii. the day that is seven (7) Business Days after receipt of the Court Order; or

such other time and date as may be agreed upon in writing by the Parties;

- (j) **"Closing Place**" means the office of Vendor's counsel, or such other place as may be agreed upon in writing by the Parties;
- (k) **"Data Room Information**" means all information provided or made available to the Purchaser in hard copy or electronic form in relation to Manitok and/or the Assets;
- (I) **"Date of Appointment**" means February 20, 2018;
- (m) "Effective Date" means October 1, 2018;

- (n) **"Environmental Liabilities**" means all liabilities in respect of the environment which relate to the Assets or which arise in connection with the ownership thereof or operations pertaining thereto, including liabilities related to or arising from:
  - (i) transportation, storage, use or disposal of toxic or hazardous substances;
  - (ii) release, spill, escape, emission, leak, discharge, migration or dispersal of toxic or hazardous substances; or
  - (iii) pollution or contamination of or damage to the environment;

including liabilities to compensate Third Parties for damages and Losses resulting from the items described in items (i), (ii) and (iii) above (including damage to property, personal injury and death) and obligations to take action to prevent or rectify damage to or otherwise protect the environment and, for purposes of this Agreement, "the environment" includes the air, the surface and subsurface of the earth, bodies of water (including rivers, streams, lakes and aquifers) and plant and animal life (including humans);

- (o) "Facilities" means Vendor's entire interest in and to all unit facilities under any unit agreement applicable to the Leased Substances and all other field facilities whether or not solely located on or under the surface of the Lands (or lands with which the Lands are pooled) and that are, or have been, used for production, gathering, treatment, compression, transportation, injection, water disposal, measurement, processing, storage or other operations respecting the Leased Substances, including any applicable battery, separator, compressor station, gathering system, pipeline, production storage facility or warehouse, but only to the extent specifically identified in Schedule "B";
- (p) "General Conveyance" means the form of general conveyance attached hereto as Schedule "D";
- (q) "Governmental Authority" means any federal, national, provincial, territorial, municipal or other government, any political subdivision thereof, and any ministry, sub-ministry, agency or sub-agency, court, board, bureau, office, or department, including any government-owned entity, having jurisdiction over a Party, the Assets or the Transaction;
- (r) "GST" means the goods and services tax payable pursuant to the GST Legislation;
- (s) "**GST Legislation**" means Part IX of the *Excise Tax Act*, R.S.C. 1985, c. E-15, as amended, and the regulations promulgated thereunder;
- (t) "Lands" means the lands set out and described in Schedule "A", and the Petroleum Substances within, upon or under such lands (subject to the restrictions and exclusions identified in Schedule "A" and in the Title Documents as to Petroleum Substances and geological formations);
- "Leased Substances" means all Petroleum Substances, rights to or in respect of which are granted, reserved or otherwise conferred by or under the Title Documents (but only to the extent that the Title Documents pertain to the Lands);
- (v) "Licence Transfers" means, in relation to the Assets, the transfer of any permits, approvals, licences and authorizations granted by any applicable Governmental Authority (including the AER) from Vendor to Purchaser;
- (w) "Losses" means all losses, costs, claims, damages, expenses and liabilities which a Person suffers, sustains, pays or incurs, including reasonable legal fees on a solicitor and his own client basis but notwithstanding the foregoing shall not include any liability for

indirect or consequential damages including business loss, loss of profit, economic loss, punitive damages or income tax liabilities, but shall include any liability for indirect or consequential damages including business loss, loss of profit, economic loss, punitive damages or income tax liabilities suffered, sustained, paid or incurred by a Third Party entitled to recovery or indemnification from a Person;

- (x) "Miscellaneous Interests" means, subject to any and all limitations and exclusions provided for in this definition, Vendor's entire interest in and to all property, assets, interests and rights pertaining to the Petroleum and Natural Gas Rights and the Tangibles (other than the Petroleum and Natural Gas Rights and the Tangibles), or either of them, but only to the extent that such property, assets, interests and rights pertain to the Petroleum and Natural Gas Rights and the Tangibles, or either of them, including any and all of the following:
  - (i) all contracts and agreements relating to the Petroleum and Natural Gas Rights and the Tangibles, or either of them (including the Title Documents);
  - (ii) all subsisting rights to carry out operations relating to the Lands or the Tangibles, and without limitation, all easements and other permits, licenses and authorizations pertaining to the Tangibles;
  - (iii) rights to enter upon, use, occupy and enjoy the surface of any lands which are used or may be used to gain access to or otherwise use the Petroleum and Natural Gas Rights and the Tangibles, or either of them;
  - (iv) all records, books, documents, licences, reports and data which relate to the Petroleum and Natural Gas Rights and the Tangibles, or either of them including any of the foregoing that pertain to proprietary seismic, geological or geophysical matters; and
  - (v) the Wells, including the wellbores and any and all casing;

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

- (y) "Outside Date" means December 31, 2018;
- (z) "**Overhead**" means those Third Party fees, expenses and costs relating directly to the management and operation of the Assets;
- (aa) **"Party**" means a party to this Agreement, and "**Parties**" means both of them;
- (bb) "Permitted Encumbrances" means:
  - (i) all encumbrances, overriding royalties, net profits interests and other burdens identified in Schedule "A";
  - (ii) any Right of First Refusal or any similar restriction applicable to any of the Assets;
  - (iii) the requirement to receive any consent applicable to the Transaction;

- (iv) the terms and conditions of the Title Documents, including the requirement to pay any rentals or royalties to the grantor thereof to maintain the Title Documents in good standing and any royalty or other burden reserved to the grantor thereof or any gross royalty trusts applicable to the grantor's interest in any of the Title Documents;
- (v) 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 title;
- 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;
- (vii) liens securing taxes not yet due and payable;
- (viii) 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;
- 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;
- (x) 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);
- (xi) any obligation of Manitok or Vendor to hold any portion of its interest in and to any of the Assets in trust for Third Parties;
- (xii) 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;
- (xiii) undetermined or inchoate liens incurred or created as security in favour of any Person with respect to the development or operation of any of the Assets, as regards Vendor's or Manitok's share of the costs and expenses thereof which are not due or delinquent as of the date hereof or, if then due or delinquent are being contested in good faith by Vendor;
- (xiv) 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;
- (xv) agreements and plans relating to pooling or unitization of any of the Petroleum and Natural Gas Rights;
- (xvi) agreements respecting the operation of Wells by contract field operators;
- (xvii) provisions for penalties and forfeitures under agreements as a consequence of non-participation in operations; and

(xviii) 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,

but specifically excluding any rental or royalty amounts owing or accruing prior to the Effective Date and excluding any liens or claims for property or municipal taxes accruing prior to the Effective Date;

- (cc) **"Person**" means any individual, corporation, limited or unlimited liability company, joint venture, partnership (limited or general), trust, trustee, executor, Governmental Authority or other entity;
- (dd) "Petroleum and Natural Gas Rights" means Vendor's entire interest in and to all rights to and in respect of the Leased Substances and the Title Documents (but only to the extent that the Title Documents pertain to the Lands), including the interests set out and described in Schedule "A";
- (ee) "Petroleum Substances" means any of crude oil, crude bitumen and products derived therefrom, synthetic crude oil, petroleum, natural gas, natural gas liquids, and any and all other substances related to any of the foregoing, whether liquid, solid or gaseous, and whether hydrocarbons or not, including sulphur;
- (ff) "Prime Rate" means the rate of interest, expressed as a rate per annum, designated by the main branch in Calgary of the National Bank of Canada as the reference rate used by it to determine rates of interest charged by it on Canadian dollar commercial loans made in Canada and which is announced by such bank, from time to time, as its prime rate, provided that whenever such bank announces a change in such reference rate the "Prime Rate" shall correspondingly change effective on the date the change in such reference rate is effective;
- (gg) "Receiver's Certificate" means a certificate executed by the Receiver substantially in the form set out in Schedule "A" of the Court Order;
- (hh) **"Representative**" means, with, respect to any Party, its Affiliates, and its and their respective directors, officers, servants, agents, advisors, employees and consultants;
- (ii) **"Rights of First Refusal**" or "**ROFRs**" means a preferential, pre-emptive or first purchase right that becomes operative by virtue of this Agreement or the Transaction;
- (jj) "Sales Taxes" means all transfer, sales, excise, stamp, license, production, value-added and other like taxes, assessments, charges, duties, fees, levies or other governmental charges of any kind, and includes additions by way of penalties, interest and other amounts with respect thereto, including GST;
- (kk) "Specific Conveyances" means all conveyances, assignments, transfers, novations and other documents or instruments that are reasonably required or desirable to convey, assign and transfer the interest of Vendor in and to the Assets to Purchaser and to novate Purchaser in the place and stead of Vendor with respect to the Assets;
- (II) "Tangibles" means Vendor's entire interest in and to the Facilities and any and all tangible depreciable property and assets, if any, which are located within, upon or in the vicinity of the Lands and which are used or are intended to be used to produce, process, gather, treat, measure, make marketable or inject the Leased Substances or any of them, and any real property (other than the Lands);
- (mm) "Third Party" means any individual or entity other than Receiver, Manitok, Vendor and Purchaser, including any partnership, corporation, trust, unincorporated organization,
union, government and any department and agency thereof and any heir, executor, administrator or other legal representative of an individual;

- (nn) "this Agreement", "herein", "hereto", "hereof" and similar expressions mean and refer to this Agreement;
- (oo) "Title Documents" means, collectively, any and all certificates of title, leases, reservations, permits, licences, assignments, trust declarations, operating agreements, royalty agreements, gross overriding royalty agreements, participation agreements, farm-in agreements, sale and purchase agreements, pooling agreements and any other documents and agreements granting, reserving or otherwise conferring rights to (i) explore for, drill for, produce, take, use or market Petroleum Substances, (ii) share in the production of Petroleum Substances, (iii) share in the production of Petroleum Substances, (iii) share in the produced, and (iv) rights to acquire any of the rights described in items (i) to (iii) of this definition; but only if the foregoing pertain in whole or in part to Petroleum Substances within, upon or under the Lands; including those, if any, set out and described in Schedule "A";
- (pp) "**Transaction**" means the transaction for the purchase and sale of the Assets as contemplated by this Agreement; and
- (qq) "Wells" means Vendor's entire interest in and to all producing, shut-in, suspended, capped, injection and disposal wells specifically listed in Schedule "B".

# 1.2 Headings

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

#### **1.3** Interpretation Not Affected by Headings

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

# 1.4 Included Words

When the context reasonably permits, words suggesting the singular shall be construed as suggesting the plural and *vice versa*, and words suggesting gender or gender neutrality shall be construed as suggesting the masculine, feminine and neutral genders. The word "including" or any variation thereof means "including, without limitation," and shall not be construed to limit any general statement that it follows to the specific or similar items or matters immediately following it.

#### 1.5 Schedules

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

Schedule "A"	-	Lands and Petroleum and Natural Gas Rights
Schedule "B"	-	Wells and Facilities
Schedule "C"	-	Rights of First Refusal
Schedule "D"	-	General Conveyance

 Schedule "E"
 Form of Officer's Certificate

 Schedule "F"
 Form of Court Order

Such schedules are incorporated herein by reference as though contained in the body hereof. Wherever any term or condition of such schedules conflicts or is at variance with any term or condition in the body of this Agreement, such term or condition in the body of this Agreement shall prevail.

# 1.6 Damages

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

#### 1.7 Derivatives

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

#### 1.8 Interpretation if Closing Does Not Occur

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

# 1.9 Conflicts

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

# 1.10 Currency

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

## ARTICLE 2 PURCHASE AND SALE AND CLOSING

# 2.1 Purchase and Sale

Vendor, exercising the powers of sale granted pursuant to the Appointment Order, hereby agrees to sell, assign, transfer, convey and set over to Purchaser, and Purchaser hereby agrees to purchase from Vendor, all of the right, title, estate and interest of Vendor (whether absolute or contingent, legal or beneficial) in and to the Assets, subject to and in accordance with the terms of this Agreement.

# 2.2 Purchase Price

The aggregate consideration to be paid by Purchaser to Vendor for Vendor's interest in and to the Assets shall be **Sales Taxes**, plus or minus (as applicable) the net amount of the adjustments made pursuant to ARTICLE 7. The Purchase Price shall be satisfied by Purchaser as follows:

- (a) payment of the Deposit (as set forth and defined in section 2.11); and
- (b) cash in the amount of to Vendor at Closing.

# 2.3 Allocation of Purchase Price

The Parties shall allocate the Purchase Price as follows:

Petroleum and Natural Gas Rights Tangibles Miscellaneous Interests Total



# 2.4 Assumption of Abandonment and Reclamation Obligations

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

#### 2.5 Closing

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

- (a) On the Closing Date, Vendor shall deliver to Purchaser:
  - (i) the General Conveyance in the form attached as Schedule "D", duly executed by Vendor;
  - (ii) the Officer's Certificate substantially in the form attached as Schedule "E", duly executed by Vendor;
  - (iii) a receipt for the Purchase Price as adjusted herein plus applicable Sales Taxes;
  - (iv) any tax elections as contemplated by this Agreement, duly executed by Vendor;
  - (v) a certified copy of the Court Order;
  - (vi) the Receiver's Certificate; and
  - (vii) any such other items as may be specifically required hereunder.
- (b) On the Closing Date, Purchaser shall deliver to Vendor:
  - (i) the General Conveyance in the form attached as Schedule "D", duly executed by Purchaser;
  - the Officer's Certificate substantially in the form attached as Schedule "E", duly executed by Purchaser;

- (iii) the Purchase Price, as adjusted herein, less the Deposit, plus applicable Sales Taxes;
- (iv) any tax elections as contemplated by this Agreement, duly executed by Purchaser; and
- (v) any such other items as may be specifically required hereunder.

# 2.6 Licence Transfers

- (a) To the extent applicable, within three (3) Business Days following Closing, Vendor shall prepare and, where applicable, electronically submit, an application to the applicable Governmental Authorities for Licence Transfers and Purchaser or its nominee shall, where applicable, electronically ratify and sign such application.
- (b) Following the submission of the applicable Licence Transfers as contemplated in section 2.6(a), Vendor shall hold legal title to the permits, approvals, licenses and authorizations relating to the Assets (the "Licenses") in trust as bare trustee for and on behalf of Purchaser until such time as such Licence Transfers have been completed; provided, Purchaser shall indemnify Vendor in relation to all Losses and claims suffered by Vendor in relation to Vendor acting as bare trustee except to the extent that any such Losses or any such claims arise as a direct consequence of the gross negligence or wilful misconduct of Vendor or any of the Vendor's Representatives. Notwithstanding anything to the contrary contained herein, the foregoing trust obligations of Vendor and the trust itself shall automatically cease and terminate upon the date on which the Licence Transfers have been completed.
- (c) If a Governmental Authority denies any Licence Transfers because of misdescription or other minor deficiencies in the application, Vendor shall within five (5) Business Days of such denial correct the application and amend and re-submit the application for the Licence Transfers and Purchaser shall, where applicable, electronically ratify and sign such application.
- (d) In the event that the approval by the Governmental Authority of Licence Transfers is conditional upon a Party providing deposits or other security to such Governmental Authority or undertaking any corrective action or remedial work (including inspections, tests or engineering assessments), Purchaser shall be responsible for providing such deposits or security to such Governmental Authority and undertaking such corrective or remedial work as may be required, at Purchaser's sole expense.

# 2.7 Pipeline Records

(a) In connection with the transfer of pipeline licenses relating to the Tangibles pursuant to the Agreement and the AER Bulletin 2015-34 (as amended, supplemented, revised or replaced, the "Bulletin"), Vendor is required to transfer sufficient documentation to satisfy the transferor statement on the AER digital data submission system (the "Pipeline Records"). If Purchaser or Vendor receives written notice from the AER that it has determined that Pipeline Records, or any of them, transferred by Vendor to Purchaser under the Agreement do not satisfy or are found to be deficient under the Bulletin in any respect, then, with all assistance reasonably required from Vendor, Purchaser shall conduct, in a timely manner, all operations and activities that are required to cure or remedy any and all deficiencies identified by the AER ("AER Deficiencies"), in each case in accordance in all material respects with the terms of the applicable Title Documents, Applicable Laws, any requirements set forth in any correspondence with the AER and with generally accepted industry practices in Alberta and following in all material respects the standard of care which would be followed by a reasonably prudent operator in similar circumstances.

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

# 2.8 Specific Conveyances

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

# 2.9 Title Documents and Miscellaneous Interests

As soon as practicable following Closing, but in any event no later than ten (10) Business Days following Closing, Vendor shall deliver to Purchaser such original copies of the Title Documents and any other agreements and documents to which the Assets are subject and such original copies of contracts, agreements, records, books, documents, licenses, reports and data comprising Miscellaneous Interests which are now in the possession of Vendor or of which Vendor gains possession of prior to Closing.

# 2.10 Form of Payment

All payments to be made pursuant to this Agreement shall be in Canadian funds. Subject to section 2.11, all payments to be made pursuant to this Agreement shall be made by certified cheque, bank draft or wire transfer.

# 2.11 Deposit

The Parties acknowledge that a deposit in the amount of

vendor by regular cheque concurrent (10%) of the Purchase Price, has been provided by Purchaser to Vendor by regular cheque concurrent with the execution of this Agreement, to be held in trust in a trust account and released only in accordance with the provisions of this section 2.11 (the "**Deposit**", which shall include any interest earned thereon).

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

- (a) if Closing occurs, the Deposit shall be released and retained by Vendor at Closing for its own account absolutely and be applied as partial payment of the Purchase Price;
- (b) if Closing does not occur due to a material breach of this Agreement by Purchaser or by Purchaser's failure to fulfill the conditions set forth in section 3.4, the Deposit shall be released and forfeited to Vendor for the account of Vendor absolutely; and
- (c) if Closing does not occur due to any reason other than as addressed by section 2.11(b), the Deposit shall be paid to Purchaser for the account of Purchaser absolutely.

# 2.12 Damages

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

#### 2.13 Taxes

## (a) <u>GST</u>

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

Vendor 838609345RT0001

Purchaser 136072618RT0001

#### (b) <u>Sales Taxes</u>

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

#### (c) <u>Elections</u>

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

#### ARTICLE 3 CONDITIONS OF CLOSING

#### 3.1 Required Consents

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

#### 3.2 Mutual Conditions

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

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

Unless otherwise agreed to by the Parties, if the conditions contained in this section 3.2 have not been performed or satisfied on or before the Outside Date, this Agreement and the obligations of Vendor and Purchaser under this Agreement shall automatically terminate without any further action on the part of either Vendor or Purchaser, unless prior to the Outside Date the Parties mutually agree to a later date in writing.

# 3.3 Purchaser's Conditions

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

- (a) the representations and warranties of Vendor herein contained shall be true in all material respects when made and as of the Closing Date; and
- (b) all obligations of Vendor contained in this Agreement to be performed prior to or at Closing shall have been timely performed in all material respects.

If any one or more of the foregoing conditions precedent has or have not been satisfied, complied with, or waived by Purchaser, at or before the Closing Date, Purchaser may terminate this Agreement by written notice to Vendor. If Purchaser terminates this Agreement, Vendor and Purchaser shall be released and discharged from all obligations hereunder except as provided in sections 2.11 and 11.13.

# 3.4 Vendor's Conditions

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

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

If any one or more of the foregoing conditions precedent has or have not been satisfied, complied with, or waived by Vendor, at or before the Closing Date, Vendor may terminate this Agreement by written notice to Purchaser. If Vendor terminates this Agreement, Vendor and Purchaser shall be released and discharged from all obligations hereunder except as provided in sections 2.11 and 11.13.

# 3.5 Efforts to Fulfil Conditions Precedent

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

# ARTICLE 4 REPRESENTATIONS AND WARRANTIES

# 4.1 Representations and Warranties of Vendor and Receiver

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

- (a) Receiver has been appointed by the Court as receiver and manager of Manitok and such appointment is valid and subsisting;
- (b) subject to obtaining and pursuant to the Court Order, Vendor has the right to enter into this Agreement and to complete the Transaction;
- (c) subject to obtaining and pursuant to the Court Order, this Agreement and any other agreements delivered in connection herewith constitute valid and binding obligations of Vendor enforceable against Vendor in accordance with their terms;
- (d) Vendor has not incurred any obligation or liability, contingent or otherwise, for brokers' or finders' fees in respect of this Agreement or the Transaction for which Purchaser shall have any liability;
- (e) Manitok is not a non-resident of Canada for the purposes of section 116 of the *Income Tax Act* (Canada); and
- (f) the Assets are not subject to the Production Volume Royalty Acquisition Agreement dated June 11, 2015 or the Production Volume Royalty Agreement dated June 11, 2015, or any associated agreements between Manitok and Freehold Royalties Partnership or any affiliate thereof.

# 4.2 Representations and Warranties of Purchaser

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

- (a) Purchaser is a corporation duly organized, validly existing and is authorized to carry on business in the provinces in which the Lands are located;
- (b) Purchaser has good right, full power and absolute authority to purchase and acquire the interest of Vendor in and to the Assets according to the true intent and meaning of this Agreement;
- (c) except for obtaining the Court Order, the execution, delivery and performance of this Agreement has been duly and validly authorized by any and all requisite corporate, shareholders', directors' or equivalent actions and will not result in any violation of, be in conflict with, or constitute a default under, any articles, charter, bylaw or other governing document to which Purchaser is bound;
- (d) the execution, delivery and performance of this Agreement will not result in any violation of, be in conflict with, or constitute a default under, any term or provision of any agreement or document to which Purchaser is party or by which Purchaser is bound, nor under any judgement, decree, order, statute, regulation, rule or license applicable to Purchaser;

- (e) provided the Court Order is obtained, this Agreement and any other agreements delivered in connection herewith constitute valid and binding obligations of Purchaser enforceable against Purchaser in accordance with their terms;
- (f) no authorization or approval or other action by, and no notice to or filing with, any Governmental Authority or regulatory body exercising jurisdiction over the Assets is required for the due execution, delivery and performance by Purchaser of this Agreement, other than authorizations, approvals or exemptions from requirement therefor previously obtained and currently in force or to be obtained prior to or after Closing;
- (g) Purchaser has adequate funds available in an aggregate amount sufficient to pay: (i) all amounts required to be paid by Purchaser under this Agreement; and (ii) all expenses which have been or will be incurred by Purchaser in connection with this Agreement and the Transaction;
- (h) Purchaser has not incurred any obligation or liability, contingent or otherwise, for brokers' or finders' fees in respect of this Agreement or the Transaction for which Vendor shall have any obligation or liability;
- (i) Purchaser is not a non-resident of Canada within the *Income Tax Act* (Canada); and
- (j) Purchaser is not a non-Canadian person for the purposes of the *Investment Canada Act* (Canada).

# 4.3 Limitation of Representations by Vendor

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

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

# ARTICLE 5 INDEMNITIES FOR REPRESENTATIONS AND WARRANTIES

# 5.1 Vendor's Indemnities for Representations and Warranties

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

# 5.2 Purchaser's Indemnities for Representations and Warranties

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

# 5.3 Survival of Representations and Warranties

Each Party acknowledges that the other may rely on the representations and warranties made by such Party pursuant to section 4.1 or 4.2, as the case may be. The representations and warranties in sections 4.1 and 4.2 shall be true as of the date hereof and on the Closing Date, and the representations and warranties in section 4.2 shall continue in full force and effect and shall survive the Closing Date for a

period of six (6) months and the representations and warranties in section 4.1 shall continue in full force and effect and shall survive the Closing Date for a period of six (6) months or until the Receiver obtains a discharge from the Court if such discharge is obtained prior to six (6) months following Closing. In the absence of fraud, however, no claim or action shall be commenced with respect to a breach of any such representation and warranty, unless, within such period, written notice specifying such breach in reasonable detail has been provided to the Party which made such representation or warranty.

# ARTICLE 6 INDEMNITIES

# 6.1 Post-Closing Date Indemnity

Provided that Closing has occurred, Purchaser shall:

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

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

# 6.2 Environmental Matters and Abandonment and Reclamation Obligations

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

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

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

# 6.3 Third Party Claims

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

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

#### ARTICLE 7 ADJUSTMENTS

# 7.1 Costs and Revenues to be Apportioned

- (a) Subject to paragraph 7.1(b) below and except as otherwise provided in this Agreement, all costs and expenses relating to the Assets (including Overhead and maintenance, development, capital and operating costs) and all revenues relating to the Assets (including proceeds from the sale of production and fees from processing, treating or transporting Petroleum Substances on behalf of Third Parties) shall be apportioned as of the Effective Date between Vendor and Purchaser on an accrual basis in accordance with generally accepted accounting principles, provided that:
  - (i) advances made by Vendor in respect of the costs of operations on Lands or lands pooled or unitized therewith or facilities interests included in the Assets

which have not been applied to the payment of costs prior to the Closing Date and stand to the credit of Manitok or Vendor will be transferred to Purchaser and an adjustment will be made in favour of Vendor equal to the amount of the advance transferred;

- (ii) deposits made by Manitok or Vendor relative to operations on the Lands shall be returned to Vendor;
- (iii) costs and expenses of work done, services provided and goods supplied shall be deemed to accrue for the purposes of this ARTICLE 7 when the work is done or the goods or services are provided, regardless of when such costs and expenses become payable;
- (iv) no adjustments shall be made in respect of Manitok's or Vendor's income taxes;
- (v) revenues from the sale of Petroleum Substances will be deemed to accrue when the Petroleum Substances are produced;
- (vi) all rentals and similar payments in respect of the Leased Substances or surface rights comprised in the Assets and all taxes (other than income taxes) levied with respect to the Assets or operations in respect thereof shall be apportioned between Vendor and Purchaser on a per diem basis as of the Effective Date; and
- (vii) any and all unpaid rentals and royalties which accrue to the Assets and are not a corporate debt (including unpaid surface lease rentals, mineral lease rentals, Crown royalties and municipal taxes for surface sites) shall be apportioned between Vendor and Purchaser on a per diem basis as of the Effective Date.
- (b) Vendor shall not be liable to make any adjustment in favour of, or make any payment to, Purchaser pursuant hereto in respect of any liability which relates to the period which arose prior to the Date of Appointment.
- (c) Petroleum Substances which were produced, but not sold, as of the Effective Date shall be retained by Vendor and Vendor shall be responsible for all royalties or other encumbrances thereon and all processing, treating and transportation expenses pertaining thereto. Petroleum Substances will be deemed to be sold on a first in, first out basis.

# 7.2 Adjustments to Account

- (a) An interim accounting of the adjustments pursuant to section 7.1 shall be made at Closing based on Vendor's and Purchaser's good faith estimate of the costs and expenses paid by Vendor prior to Closing and the revenues received by Vendor prior to Closing. Vendor and Purchaser shall cooperate in preparing such interim accounting and Vendor shall provide a statement setting forth the adjustments to be made at Closing not later than three (3) Business Days prior to Closing and shall assist Purchaser in verifying the amounts set forth in such statement. Vendor and Purchaser shall cooperate in preparing a final accounting of the adjustments pursuant to section 7.1 and Vendor shall deliver a statement of such final accounting to Purchaser within sixty (60) days following the Closing Date (the "Final Statement of Adjustments"), and no further or other adjustments whatsoever will be made thereafter. All adjustments after Closing shall be settled by payment by the Party required to make payment to the other Party hereunder within fifteen (15) Business Days of being notified of the determination of the amount owing.
- (b) All adjustments provided for in this Article shall be adjustments to the Purchase Price. An adjustment payable by a Party after Closing pursuant to this section 7.2 which is not paid

within fifteen (15) Business Days of a written request for payment from the other Party, shall bear interest at the Prime Rate plus three percent (3%) per annum payable by the paying Party to the other Party from the end of such fifteen (15) Business Day period until the adjustment is paid.

# ARTICLE 8 MAINTENANCE OF ASSETS

#### 8.1 Maintenance of Assets

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

- (a) maintain the Assets in a proper and prudent manner in material compliance with all Applicable Laws and directions of Governmental Authorities; and
- (b) pay all associated post-receivership operating costs incurred by the Receiver in a timely manner.

# 8.2 Consent of Purchaser

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

- (a) make any commitment or propose, initiate or authorize any capital expenditure with respect to the Assets of which Vendor's share is in excess of \$25,000.00, except in case of an emergency or in respect of amounts which Vendor may be committed to expend or be deemed to authorize for expenditure without its consent; provided, however, that should Purchaser withhold its consent or fail to provide its consent in a timely manner and a reduction in the value of the Assets results, there shall be no abatement or reduction in the Purchase Price;
- (b) surrender or abandon any of the Assets, unless an expenditure of money is required to avoid the surrender or abandonment and Purchaser does not provide same in a timely fashion, in which event the Assets in question shall be surrendered or abandoned without abatement or reduction in the Purchase Price;
- (c) amend or terminate any Title Document or enter into any new agreement or commitment relating to the Assets; or
- (d) sell, encumber or otherwise dispose of any of the Assets or any part or portion thereof excepting sales of the Leased Substances in the normal course of business.

# 8.3 **Proposed Actions**

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

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

# 8.4 Post-Closing Transition

Following Closing and to the extent to which Purchaser must be novated into Title Documents and other agreements or documents to which the Assets are subject or otherwise recognized as the owner of the Assets, until that novation or recognition has been effected or for a period of ninety (90) days, whichever is sooner, Vendor shall:

- (a) promptly deliver to Purchaser all Third Party notices and communications, including authorizations for expenditures and mail ballots and all notices and communications received in respect of the Assets or events and occurrences affecting the Assets, and Vendor shall respond to such notices pursuant to Purchaser's written instructions, if received on a timely basis, provided that Vendor may refuse to follow any instructions which it reasonably believes to be unlawful, unethical or in conflict with any applicable agreement or contract, and provided that nothing shall preclude Vendor from taking such actions as Vendor reasonably determines are necessary for the protection of life or property, or as are required by all Applicable Laws, rules, regulations, orders and directions of Governmental Authorities and other competent authorities; and
- (b) receive all revenues which are the property of Purchaser pursuant to this Agreement, as bare trustee and shall promptly remit such revenues to Purchaser.

# 8.5 Vendor Deemed Purchaser's Trustee and Agent

- (a) Insofar as Vendor maintains the Assets and takes actions in relation thereto on Purchaser's behalf pursuant to this ARTICLE 8, Vendor shall be deemed to have been the bare trustee and agent of Purchaser hereunder. Purchaser ratifies all actions taken by Vendor or refrained from being taken by Vendor pursuant to this ARTICLE 8 in such capacity during such period, with the intention that all such actions shall be deemed to be Purchaser's actions.
- (b) Insofar as Vendor participates in either operations or the exercise of rights or options as Purchaser's agent pursuant to this ARTICLE 8, Vendor may require Purchaser to secure costs to be incurred by Vendor on Purchaser's behalf pursuant to such election in such manner as may be reasonably appropriate in the circumstances.
- (c) Purchaser shall indemnify Vendor and its Representatives against all Losses which Vendor or its Representatives may suffer or incur as a result of Vendor maintaining the Assets as Purchaser's bare trustee and agent pursuant to this ARTICLE 8, insofar as

such Losses are not a direct result of the gross negligence or wilful misconduct of Vendor or its Representatives. An action or omission of Vendor or of its Representatives shall not be regarded as gross negligence or wilful misconduct to the extent to which it was done or omitted from being done in accordance with Purchaser's written instructions (including any election deemed pursuant to section 8.3(b)) or concurrence.

# 8.6 Transfer of Operatorship

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

## ARTICLE 9 RIGHTS OF FIRST REFUSAL

# 9.1 Rights of First Refusal

- (a) The Parties acknowledge that they do not believe that any Assets are subject to ROFRs held by Third Parties and that they believe the ROFRs are limited to the ROFRs set forth and described in Schedule "C" (the "Identified ROFRs"). The Parties further acknowledge they believe that any Identified ROFRs triggered by virtue of the Transaction are held solely by Purchaser. Accordingly, Purchaser agrees to waive its rights to exercise any Identified ROFR and agrees to dispose with all notice requirements provided for under any Identified ROFR.
- (b) Notwithstanding section 9.1(a), in the event that any of the Assets are subject to a ROFR held by a Third Party:
  - (i) Vendor and Purchaser shall cooperate to comply with any ROFR in accordance with the terms thereof, using value allocations for the Assets which are subject to such ROFR provided to Vendor by Purchaser, acting reasonably and in good faith and Purchaser shall be liable for and indemnify and save Vendor harmless from and against all Losses which Vendor may suffer, sustain, pay or incur as a result of utilizing any value allocations supplied by Purchaser;
  - (ii) if any Third Party elects to exercise any ROFR prior to Closing, the portion of the Assets subject to such ROFR (the "Affected Asset") shall not be sold pursuant hereto, and the definitions of "Assets", "Lands", "Leases", "Miscellaneous Interests", "Petroleum and Natural Gas Rights", "Facilities", "Tangibles" and "Wells" shall not include the Affected Asset. The Purchase Price and any applicable GST and/or Sales Taxes shall be reduced accordingly upon such Third Party election; and
  - (iii) if Closing has occurred and a Third Party exercises a ROFR, Purchaser shall sell the portion of the Assets that are applicable to such ROFR to such Third Party holder and Purchaser shall be entitled to receive all proceeds payable by such Third Party holder of such ROFR, and there will be no adjustment to the Purchase Price as a consequence of the identification or exercise of any such ROFR.

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

#### 10.1 Vendor to Provide Access

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

# **10.2** Access to Information

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

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

# **10.3** Maintenance of Information

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

# ARTICLE 11 GENERAL

# 11.1 Further Assurances

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

# 11.2 No Merger

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

## 11.3 Receiver

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

# 11.4 Entire Agreement

The provisions contained in any and all documents and agreements collateral hereto shall at all times be read subject to the provisions of this Agreement and, in the event of conflict, the provisions of this Agreement shall prevail. This Agreement supersedes all other agreements (other than the Confidentiality Agreement dated August 15, 2018 (the "**Confidentiality Agreement**") between Vendor and Purchaser), documents, writings and verbal understandings between the Parties relating to the subject matter hereof and expresses the entire agreement of the Parties with respect to the subject matter hereof.

# 11.5 Governing Law

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

# 11.6 Signs and Notifications

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

# 11.7 Assignment and Enurement

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

# 11.8 Time of Essence

Time shall be of the essence in this Agreement.

# 11.9 Notices

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

Vendor -	Alvarez & Marsal Canada Inc. Suite 1110, 250 – 6 <sup>th</sup> Avenue SW Calgary, AB T2P 3H7						
	Attention: Fax: Email:	Orest Konowalchuk (403) 538-7551 okonowalchuk@alvarezandmarsal.com					

Purchaser -	Bonavista Ene	rgy Corporation		
	1500, 525 8 <sup>th</sup> Avenue SW			
	Calgary, AB T2P 1G1			
	Attention:	Land Department		
	Fax:	(403) 538-8573		

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

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

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

# 11.10 Invalidity of Provisions

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

#### 11.11 Waiver

No failure on the part of any Party in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or remedy preclude any other or further exercise thereof or the exercise of any right or remedy in law or in equity or by statute or otherwise conferred. No waiver by any Party of any breach (whether actual or anticipated) of any of the terms, conditions, representations or warranties contained herein shall take effect or be binding upon that Party unless the waiver is expressed in writing under the authority of that Party. Any waiver so given shall extend only to the particular breach so waived and shall not limit or affect any rights with respect to any other or future breach.

# 11.12 Amendment

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

#### 11.13 Confidentiality and Public Announcements

Until Closing has occurred and subject to the Confidentiality Agreement, each Party shall keep confidential all information obtained from the other Party in connection with the Assets and shall not release any information concerning this Agreement and the Transaction without the prior written consent

of the other Party, which consent shall not be unreasonably withheld. Nothing contained herein shall prevent a Party at any time from furnishing information (i) to any Governmental Authority or regulatory authority or to the public or otherwise if required by Applicable Law or as directed by any Governmental Authority or regulatory authority (including in relation to the receivership proceedings of Manitok and such proceedings themselves); or (ii) in connection with obtaining the Court Order; or (iii) as required to Manitok's secured creditors. The Parties agree that this Agreement shall be filed with the Court on a confidential basis such that the Deposit, Purchase Price, Purchase Price allocation and such other sensitive terms as the Parties may agree, shall be sealed, kept confidential and not form part of the public record. Concurrent with obtaining the Court Order, the Receiver shall apply for a sealing order to effect the confidentiality of such terms.

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

# 11.14 Counterpart Execution

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

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

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

**BONAVISTA ENERGY CORPORATION** 

210

	Orest Konowalchuk, CPA, CA, CIRP, LIT Senior Vice President	- Per: Name: Title:	
Per: Name: Title:		- Per: Name: Title:	

#### 11.14 Counterpart Execution

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

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

Title:

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

# BONAVISTA ENERGY CORPORATION

Per:	
Name:	Per:
Title:	Name:
	Title:
Per:	

Name: Title:

	Brandom
Per:	
Name:	Bruce Jensen
Title:	Chief Operating Officer
	16 11010 Sites
Per:	forma ( g
Name:	

Rochelle Estep Vice President, Strategy & Planning THE FOLLOWING COMPRISES SCHEDULE "A" ATTACHED TO AND FORMING PART OF A PURCHASE AND SALE AGREEMENT DATED THE 23<sup>RD</sup> DAY OF OCTOBER, 2018 BETWEEN ALVAREZ & MARSAL CANADA INC., solely in its capacity as receiver and manager of MANITOK ENERGY INC., and not in its personal or corporate capacity, and BONAVISTA ENERGY CORPORATION.

# Lands and Petroleum and Natural Gas Rights

The following 58 pages comprise Schedule "A".

# MANITOK ENERGY, INC.

# **Mineral Property Report**

WILL GR #2 - FINAL (R1)

Generated by Kathyrn Bailey on October 17, 2018 at 8:46:09 am.

# Selection

Admin Company:	
Category:	
Country:	
Province:	
Division:	
Area(s):	
Active / Inactive:	Active
Active / mactive.	Active
Status Types:	Active
	Active
Status Types:	Active
Status Types: Lease Types:	Active

# **Print Options**

Acres / Hectares:	Acres		
Working Interest DOI:	Yes		
Other DOI:	No		
Related Contracts:	Yes	<b>Related Units:</b>	Yes
Royalty Information:	Yes	Expand:	Yes
Well Information:	Yes		
Remarks:	Yes		
Types:			

Acreage:

Developed / Undeveloped

Sort Options



CS LAND Version: 11.1.4

# MANITOK ENERGY, INC.

# Mineral Property Report

# WILL GR #2 - FINAL (R1)

Generated by Kathyrn Bailey on October 17, 2018 at 8:46:09 am.

Sort Options

Division:	No
Category:	No
Province:	Yes
Area:	Yes
Location:	Yes



CS LAND Version: 11.1.4

Report Date: Oct 17, 2018

Page Number: 1

# MANITOK ENERGY. INC. Mineral Property Report

	** REPORTED IN /	ACRES**			WILL GR	•	AL (R1)		Province: Area :	ALBERTA WILLESDE	N GREEN
File Number File Status Mineral Int	Lse Type Lessor T Int Type / Lse No/Na Operator / Payor		Ex	Gross	Oper.Cont. Doi Partner		DOI Code	*	Looso Dos	cription / Right	s Held
				Net	Durrantier	(5)			Lease Des		shelu
M01232 <b>Sub:</b> A ACTIVE 100.00000000	PNG CR WI 0410070512 BONAVISTA EN C BONAVISTA EN C	Eff: Jul 2 Exp: Jul 2 Ext: 15	1, 2015 6	640.000 192.000	C00980 A MANITOK BONAVISTA Total Rental	A EN C	AFTER EARN 30.00000000 70.00000000		ALL PNG IN EXCL PNG (EXCL 100/ PENALTY)	GE 4 W5M SEC N MANNVILLE IN GLAUCONI <sup>-</sup> 03-30-040-04W WELL BUT INCI ODUCTION FR	FIC_A 5/00 LUDING
	Status DEVELOPE	Dev:	<b>Ac</b> 640.	<b>res</b> 000	<b>Net</b> 192.000	Undev:	<b>Acres</b> 0.000	<b>Net</b> 0.000		)40-04W5/00 W	ELL)
				Roya	lty / Encumt	prances			C00312 A C00980 A	P&S FARMIN	Sep 29, 2016 May 04, 2012
	Royalty Type CROWN SLI Roy Pero Deductio Gas: Roy	DING SCALE cent: on: STA	<b>Pr</b> E ROYALTYAL NDARD	oduct Ty L PRODI	JCTS	g Scale Co Y Pay:	N 100.00000	rod/Sales 000 % of PROD od/Sales:			
	S/S OIL: Other Pe		Ma	ax:		Div: Min:		od/Sales: od/Sales:			
	Paid to:	LESSOR	(M)		Paid by: AFTER EAF(C)						
	AB ENERG		100.0000	00000	MAN	NITOK NAVISTA EN	30.00000				
		Remarks									

Report Date: Oct 17, 2018

Page Number: 2

# MANITOK ENERGY. INC. Mineral Property Report

		D IN ACRES**			#2 - FINAL	•		Province: Area :	ALBERTA WILLESDE	EN GREEN
File Number File Status Mineral Int	Lse Type Les Int Type / Lse Operator / Pay	No/Name	Gross	Oper.Cont. Doi Partner		DOI Code	*	Lease Des	cription / Right	ts Held
M01232 Sub: B ACTIVE 100.00000000	PNG CR WI 0410070512 BONAVISTA EI BONAVISTA EI	Exp: Jul 21, 20 Ext: 15 N C	15 0.000 0.000	C00980 B BONAVISTA MANITOK Total Rental	NEN C	BPEN 100.00000000		ALL PNG IN (100/03-30-	GE 4 W5M SEC N GLAUCONITI 040-04W5/00 F Y TOURNAM	C_A PENALTY
	Status	Dev:	<b>Acres</b> 0.000	<b>Net</b> 0.000	Undev:	<b>Acres</b> 0.000	<b>Net</b> 0.000	 C00312 A C00980 B	Related Con P&S FARMIN	tracts Sep 29, 2016(I May 04, 2012
	Roy Dee Gas S/S	N SLIDING SCALE RO y Percent: duction: STANDA s: Royalty: OIL: Min:	_	OUCTS Min	g Scale Con <sup>y</sup> Y Pay: Div: Min:	N 100.000000 Pro Pro	od/Sales 000 % of PROD d/Sales: d/Sales:			
	Oth Paid	<b>ter Percent:</b> to: LESSOR (M) NERGY	100.00000000	<b>Paid</b> BON	<b>Min:</b> I <b>by</b> : BPEN IAVISTA EN C IITOK	Pro (C)	d/Sales:			
				Remarks				-		
	<b>Type</b> CONTI	Date NUE Aug 27, 2015	04100705	ETTER DATE 12 TO BE COI	NTINUED PUF	0, 2015. PNG AGR RSUANT TO SECT SEE FILE FOR DET	ION 15. AMENDE	Ð		

Report Date: Oct 17, 2018

Page Number: 3

# MANITOK ENERGY. INC. Mineral Property Report

	** REPORTED IN	ACRES**		WILL GR #2 - FINAL	•		Province: Area :	ALBERTA WILLESD	A DEN GREEN
File Number File Status Mineral Int	Lse Type Lessor T Int Type / Lse No/N Operator / Payor		Gross	Oper.Cont. ROFR Doi Partner(s) *	DOI Code		Lease Desc	ription / Rigl	nts Held
M01232 <b>Sub:</b> C ACTIVE 00.00000000	PNG CR WI 0410070512 BONAVISTA EN C BONAVISTA EN C	Eff: Jul 22, 2010 Exp: Jul 21, 2015 Ext: 15 Count Acreage =	0.000 0.000	C00980 C No BONAVISTA EN C NAL RES LIMITED * MANITOK	AFTER EARN 70.00000000 30.00000000		ALL PNG IN (EXCL 100/0 100/01-30-0	E 4 W5M SE GLAUCONI 03-30-040-04 40-04W5/00 S NAL IN TRI	FIC_A W5/00 & WELLS)
	Status	Dev:	<b>Acres</b> 0.000	Total Rental: 0.00 Net 0.000 Undev:	<b>Acres</b> 0.000	<b>Net</b> 0.000	 C00267 A C00312 A C00980 C	- Related Co P&S P&S FARMIN	ntracts Nov 14, 2014 Sep 29, 2016 May 04, 2012
	Royalty Typ CROWN SL Roy Per	IDING SCALE ROYAL	Product T	,		d/Sales 0 % of PROD	Well 100/08-30-0		Status/Type PUMPING/GAS
	Deducti Gas: Ro S/S OIL: Other Pe	on: STANDARD yalty: : Min:	Max:	Min Pay: Div: Min:	Prod	/Sales: /Sales: /Sales:			
	Paid to: AB ENERG	LESSOR (M) GY 100	.00000000	Paid by: AFTE BONAVISTA EN ( NAL RES LIMITEI MANITOK	70.0000000				
	<b>Type</b> TRUST	<b>Date</b> Dec 05, 2014	Descriptio	Remarks	LAUC FORMATION I	UNDER SECTIO	- N		

30-40-4W5M TO NAL RESOURCES LIMITED UNDER ASSET PURCHASE

Report Date: Oct 17, 2018 MANITOK ENERGY. INC. Page Number: 4 **Mineral Property Report** \*\* REPORTED IN ACRES\*\* **Province:** ALBERTA Area WILLESDEN GREEN WILL GR #2 - FINAL (R1) : 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) M01232 C Remarks Description Type Date AGREEMENT DATED NOVEMBER 14, 2014 (C0166) FURTHER TO NAL ELECTING TO PARTICIPATE IN THE 102/03-30-04-04W5/00 DRILL NOTICE ISSUED TO TEX FROM BONAVISTA UNDER FARMIN AGREEMENT DATED MAY 4, 2012. NAL PARTICIPATED IN THE WELL ON TEX'S BEHALF AND THEN PROCEEDED TO PURCHASE TEX'S 30% INTEREST IN THE MINERAL LANDS. TRUST AGREEMENT ON FILE DATED NOVEMBER 14, 2014 SHOW'S TOURNAMENT HOLDING NAL'S INTEREST IN TRUST. SEE FILE FOR FURTHER DETAILS. CONTINUE Aug 27, 2015 CROWN LETTER DATED AUGUST 20, 2015, PNG AGREEMENT 0410070512 TO BE CONTINUED PURSUANT TO SECTION 15. AMENDED TO P&NG IN MANVILLE IN SEC 30. SEE FILE FOR DETAILS. M00638 PNG CR Eff: Sep 18, 2003 640.000 C00402 B No WI TWP 40 RGE 7 W5M E 24 Sub: A WI Exp: Sep 17, 2008 320.000 MANITOK 60.0000000 ALL PNG FROM TOP SURFACE TO ACTIVE 0503090497 Ext: 15 192.000 BIRCHILL 40.0000000 BASE MANITOK SECOND\_WHITE\_SPECKLED\_SHALE; 100.0000000 MANITOK Total Rental: 224.00 ALL PNG FROM BASE MANNVILLE TO BASE ROCK CREEK Status Acres Net Acres Net DEVELOPED 320.000 192.000 0.000 0.000 Dev: Undev: Related Contracts ------C00312 A P&S Sep 29, 2016(I) C00402 B JOA Jan 01, 2006 C00974 A FARMIN Royalty / Encumbrances Jan 18, 2012 Sliding Scale Convertible ----- Well U.W.I. **Royalty Type** Product Type % of Prod/Sales Status/Type ------

Report Date: Page Number		ACRES**	MANITOK ENERGY. INC. Mineral Property Report WILL GR #2 - FINAL (R1)					ALBERTA WILLESDEN GREEN
File Number File Status Mineral Int	Lse Type Lessor T Int Type / Lse No/Na Operator / Payor		Gross	Oper.Cont. ROFR Doi Partner(s)	DOI Code		Lease Desc	ription / Rights Held
(cont'd)	CROWN SL <b>Roy Per</b> Deduction		TYALL PROD	UCTS Y	N 100.00000000 %	of PROD	100/16-24-0	40-07-W5/00 ABD/GAS
M00638	A Gas: Ro S/S OIL: Other Pe	Min:	Max:	Min Pay: Div: Min:	Prod/Sale Prod/Sale Prod/Sale	es:		
	Paid to: AB ENERC	LESSOR (M) GY 100.	0000000	Paid by: WI MANITOK BIRCHILL	(C) 60.00000000 40.00000000			
				Remarks				
	<b>Type</b> CONTINUE	<b>Date</b> Sep 10, 2008	SEPTEMB THE 100/1 2008, LEA	ATION APPLICATION F( ER 10TH REQUESTING 6-24 WELL. PER LETTE SE IS CONTINUED FOR	DRWARDED TO CROWN V A SECTION 16 BASED ON R ON FILE DATED OCTOB 6 MONTHS TO FEBRUAR	THE RR OF ER 1,		
	CONTINUE	Jan 21, 2009	CONTINU/ REQUEST PRODUCT MARCH 11 A SECTIO	ING SECTION 15 INDEF ION FROM THE 16-24 V I, 2009, LEASE HAS BEI N 15 FROM SURFACE T	AXED INTO CROWN JAN 2 <sup>-</sup> FINITE LEASE CONTINUAN WELL. PER LETTER ON FIL EN CONTINUED INDEFINIT TO BASE ROCK CREEK ON	CE BASED ( E DATED ELY UNDER		
	RECEIVER	Sep 11, 2018		APPENDIX ON FILE FO ENTAL NOT PAID PER I				
M00638 <b>Sub:</b> B ACTIVE	PNG CR WI 0503090497	Eff: Sep 18, 2003 Exp: Sep 17, 2008 Ext: 15	0.000	C00974 A No MANITOK BONAVISTA EN C	AFTER EARN 21.00000000 79.00000000			E 7 W5M E 24 GLAUCONITIC_A

Report Date: Page Number	: 6	3 TED IN ACRE	ES**		Mineral	OK ENERG Property #2 - FINAL (	Report		Provin Area	ice: :	ALBERTA WILLESDE	EN GREEN
File Number File Status Mineral Int		∟essor Type se No/Name Payor		Gross	Oper.Cont. Doi Partner(		DOI Code	*	Lease	Desci	ription / Right	s Held
(cont'd)												
M00638 <b>Sub:</b> B 100.00000000	Manitok Manitok	Co	unt Acreage	= No	Total Rental:	224.00			 C0031 C0040	2 A	<b>Related Con</b> P&S JOA	tracts Sep 29, 2016(I) Jan 01, 2006
	Sta	us	Davis	Acres	Net	Unders	Acres	Net	C0040		FARMIN	Jan 18, 2012
			Dev:	0.000	0.000	Undev:	0.000	0.000	103/16-24-040-07-W5/00 SUSP/GAS			Status/Type
		Royalty / Encumbrances								102/16-24-040-07-W5/00 SUSP/GAS		
		Roy Percent: Deduction:	STANDA	Product Ty ALTYALL PROD	UCTS Y N 100.0000000 % of PROD							
	Gas: Royalty: S/S OIL: Min: Other Percent:		Max:	Min Pay: Div:		Prod/Sales: Prod/Sales:						
				Wax.	Min:		Prod/Sales:					
	Paid to: LESSOR (M)				Paid	by: AFTER	EAF(C)					
	AB ENERGY 100.000000				MANITOK 21.0000000							
					BON	AVISTA EN C	79.00000	000				
					 Remarks	Remarks						
								on JATION APPLICATION FORWARDED TO CROWN VIA FAX ON BER 10TH REQUESTING A SECTION 16 BASED ON THE RR OF 16-24 WELL. PER LETTER ON FILE DATED OCTOBER 1, ASE IS CONTINUED FOR 6 MONTHS TO FEBRUARY 22, 2009. FOR FURTHER DETAILS.				

se Type Lessor Ty nt Type / Lse No/Nar Operator / Payor B Type CONTINUE	-	Gross Net Descriptio CONTINU/ REQUEST PRODUCT	Oper.Cont. Doi Partner Remarks n ATION APPLI ING SECTIOI ION FROM T	( <b>s)</b>  CATION FA N 15 INDEFI	DOI Code * XED INTO CROWN NITE LEASE CONT	NUANCE BASE		ription / Rights	s Held
В		Descriptio CONTINU/ REQUEST PRODUCT	<b>Remarks n</b> ATION APPLI ING SECTIOI TON FROM T	CATION FA	NITE LEASE CONT	NUANCE BASE			
Туре		CONTINU/ REQUEST PRODUCT	<b>n</b> ATION APPLI ING SECTIOI ION FROM T	N 15 INDEFI	NITE LEASE CONT	NUANCE BASE			
		CONTINU/ REQUEST PRODUCT	ATION APPLI ING SECTIOI ION FROM T	N 15 INDEFI	NITE LEASE CONT	NUANCE BASE			
		A SECTIO	N 15 FROM S	SURFACE TO		EK ONLY. SEE			
PNG CR VI 1503090497 MANITOK	Eff: Sep 18, 2003 Exp: Sep 17, 2008 Ext: 15	0.000	MANITOK		ALL PNG FF SECOND_W	TWP 40 RGE 7 W5M E 24 ALL PNG FROM BASE SECOND_WHITE_SPECKLED_SHALE TO BASE MANNVILLE			
MANITOK Count Acreage =		lo Total Rental: 0.00					EXCL PNG I	N GLAUCONIT	ſIC_A
Status	Dev:	<b>Acres</b> 0.000	<b>Net</b> 0.000	Undev:	<b>Acres</b> 0.000	<b>Net</b> 0.000	 C00312 A C00402 C C00974 A	- <b>Related Cont</b> P&S JOA FARMIN	racts Sep 29, 2016 (I Jan 01, 2006 Jan 18, 2012
		Roya	alty / Encumb	orances					
Roy Perce Deduction Gas: Roya	DING SCALE ROYALT ent: n: STANDARD alty:		UCTS Min	Y Pay:	N 100.000000	000 % of PROE	D		
VI 950 //A	03090497 ANITOK Status Royalty Type CROWN SLIE Roy Perc Deductio Gas: Roy S/S OIL: I	Exp: Sep 17, 2008 03090497 Ext: 15 ANITOK Status Royalty Type CROWN SLIDING SCALE ROYALT Roy Percent:	AMENDED         IG       CR       Eff:       Sep 18, 2003       640.000         Exp:       Sep 17, 2008       0.000         03090497       Ext:       15       0.000         ANITOK       Count Acreage =       No         Status       Acres       Dev:       0.000         Status       Acres       Dev:       0.000         CROWN SLIDING SCALE ROYALTYALL PRODE       Roy Percent:       Deduction:       STANDARD         Gas:       Royalty:       S/S OIL:       Max:	AMENDED APPENDIX O	AMENDED APPENDIX ON FILE FOR IG CR Eff: Sep 18, 2003 640.000 C00974 A No Exp: Sep 17, 2008 0.000 MANITOK 03090497 Ext: 15 0.000 BONAVISTA EN C ANITOK ANITOK Count Acreage = No Total Rental: 0.00 Status Acres Net Dev: 0.000 0.000 Undev: Royalty / Encumbrances Royalty Type Product Type Sliding Scale Co CROWN SLIDING SCALE ROYALTYALL PRODUCTS Y Roy Percent: Deduction: STANDARD Gas: Royalty: Min Pay: S/S OIL: Min: Max: Div:	IG       CR       Eff:       Sep 18, 2003       640.000       C00974       A No       AFTER EARN         IG       CR       Eff:       Sep 17, 2008       0.000       MANITOK       21.00000000         03090497       Ext:       15       0.000       BONAVISTA EN C       79.00000000         NITOK       Count Acreage =       No       Total Rental:       0.00         Status       Acres       Net       Acres         Dev:       0.000       0.000       Undev:       0.000         Royalty Type         Royalty Type       Product Type       Sliding Scale       Convertible       % of Pr         CROWN SLIDING SCALE ROYALTYALL PRODUCTS       Y       N       100.000000         Roy Percent:       Deduction:       STANDARD       Y       N       100.000000         Gas: Royalty:       Min Pay:       Pro       Pro         S/S OIL: Min:       Max:       Div:       Pro	Exp: Sep 17, 2008       0.000       MANITOK       21.00000000         03090497       Ext: 15       0.000       BONAVISTA EN C       79.00000000         ANITOK       Count Acreage = No       Total Rental:       0.00         Status       Acres       Net       Acres       Net         Dev:       0.000       0.000       Undev:       0.000       0.000         MITOK       Count Acreage = No       Total Rental:       0.00       0.000       0.000         Status       Acres       Net       Acres       Net         Dev:       0.000       0.000       Undev:       0.000       0.000         MITOK       Product Type       Sliding Scale       Convertible       % of Prod/Sales         CROWN SLIDING SCALE ROYALTYALL PRODUCTS       Y       N       100.00000000 % of PROI         Roy Percent:       Deduction:       STANDARD       Sales:       Prod/Sales:         Gas: Royalty:       Min Pay:       Prod/Sales:       Prod/Sales:         S/S OIL: Min:       Max:       Div:       Prod/Sales:	AMENDED APPENDIX ON FILE FOR FURTHER DETAILS.  IG CR Eff: Sep 18, 2003 640.000 C00974 A No AFTER EARN TWP 40 RG Exp: Sep 17, 2008 0.000 MANITOK 21.00000000 ALL PNG FF 03090497 Ext: 15 0.000 BONAVISTA EN C 79.00000000 SECOND_W BASE MANN INTOK Count Acreage = No Total Rental: 0.00 EXCL PNG I  Status Acres Net Acres Net C00402 C C00312 A C00402 C C00974 A  Royalty Type Product Type Sliding Scale Convertible % of Prod/Sales CROWN SLIDING SCALE ROYALTYALL PRODUCTS Y N 100.0000000 % of PROD Roy Percent: Deduction: STANDARD Gas: Royalty: Min Pay: Prod/Sales: S/S OIL: Min: Max: Div: Prod/Sales:	AMENDED APPENDIX ON FILE FOR FURTHER DETAILS.  IG CR Eff: Sep 18, 2003 640.000 C00974 A No AFTER EARN TWP 40 RGE 7 W5M E 24 Exp: Sep 17, 2008 0.000 MANITOK 21.00000000 ALL PNG FROM BASE 03090497 Ext: 15 0.000 BONAVISTA EN C 79.00000000 SECOND_WHITE_SPECKI BASE MANNVILLE ANITOK Count Acreage = No Total Rental: 0.00 EXTERNATION COUNT ACTERNATION COUNT AC

Report Date: Oct 17, 2018 Page Number: 8 ** REPORTED IN ACRES**					MANITO Mineral WILL GR #	Property	Report	Province: Area :						
File Number File Status Mineral Int	Int Typ	/pe Lessor Ty pe / Lse No/Nar tor / Payor	-	Gross	Oper.Cont. F Doi Partner(s	ROFR	DOI Code	*	Lease Desc	Lease Description / Rights Held				
(cont'd)														
M00638	С	Paid to: AB ENERG	LESSOR (M) Y 100	0.0000000	MANI	<b>by:</b> AFTER TOK AVISTA EN C	EAF(C) 21.0000000 79.0000000							
	-				Remarks				_					
		<b>Type</b> CONTINUE	<b>Date</b> Sep 10, 2008	SEPTEMB THE 100/1 2008, LEA	ATION APPLIC ER 10TH REQI 6-24 WELL. PE	UESTING A S ER LETTER C UED FOR 6 M	VARDED TO CRO SECTION 16 BASE ON FILE DATED O MONTHS TO FEBF	D ON THE RR ( CTOBER 1,	OF					
		CONTINUE Jan 21, 2009 CONTINUATION APPLICATION FAXED INTO CROWN JAN 21/09 REQUESTING SECTION 15 INDEFINITE LEASE CONTINUANCE BASED ( PRODUCTION FROM THE 16-24 WELL. PER LETTER ON FILE DATED MARCH 11, 2009, LEASE HAS BEEN CONTINUED INDEFINITELY UNDEF A SECTION 15 FROM SURFACE TO BASE ROCK CREEK ONLY. SEE AMENDED APPENDIX ON FILE FOR FURTHER DETAILS.												
M00645 Sub: A ACTIVE 100.00000000	PNG WI 050303 MANIT MANIT	OK	Eff: Feb 06, 2003 Exp: Feb 05, 2008 Ext: 15	320.000	C00402 B MANITOK BIRCHILL Total Rental:	No 224.00	WI 60.00000000 40.00000000		ALL PNG FF BASE SECOND_W	E 7 W5M W 24 ROM TOP SURFACE TO /HITE_SPECKLED_SHALE; ROM BASE MANNVILLE TO				
		Status DEVELOPED	Dev:	<b>Acres</b> 320.000	<b>Net</b> 192.000	Undev:	<b>Acres</b> 0.000	<b>Net</b> 0.000	BASE ROCK					
	-			Roya	alty / Encumbra	ances			C00402 B C00974 A	FARMIN Jan 18, 2012				

	** REPORTED IN ACRES	S**	/lineral Propert /ILL GR #2 - FINAL	Province: Area :	-	
File Number File Status	Lse Type Lessor Type Int Type / Lse No/Name	Exposure Op Gross	per.Cont. ROFR	DOI Code		
Vineral Int	Operator / Payor	Net Do	oi Partner(s)	* *	Lease Desc	ription / Rights Held
(cont'd)						
	Royalty Type CROWN SLIDING Roy Percent: Deduction:	Product Type SCALE ROYALTYALL PRODUC STANDARD	0	nvertible % of Prod/Sales N 100.00000000 % of PROE	Well U 100/16-24-04	J.W.I. Status/Type 40-07-W5/00 ABD/GAS
M00645	A Gas: Royalty: S/S OIL: Min: Other Percent	Max:	Min Pay: Div: Min:	Prod/Sales: Prod/Sales: Prod/Sales:		
	Paid to: LESS AB ENERGY	SOR (M) 100.00000000	<b>Paid by:</b> WI MANITOK BIRCHILL	(C) 60.00000000 40.00000000		
		ı	Remarks		_	
	<b>Type Da</b> t CONTINUE Ma	r 12, 2008 APPLICATION SECTION 17 ( FREEHOLD. C CROWN HAS	CONTINUANCE. AUTH CROWN RESPONSE L ACCEPTED THE REC	N BY TOURNAMENT REQUESTING HORIZATION ON FILE FROM HERIT ETTER DATED MARCH 4, 2008 WH QUEST FOR SECTION 17 CONTINU	HEREBY	
	CONTINUE Jar	LETTER DATE CONTINUANC 21, 2009 CONTINUATIO	ED MARCH 27, 2008 C CE FROM SURFACE T ON APPLICATION FAX	UNDER TEX LETTER. CROWN CONFIRMS SECTION 17 O BASE ROCK CREEK ONLY. (ED INTO CROWN JAN 21/09 NITE LEASE CONTINUANCE BASE		

Report Date: Page Number		NACRES**		MANITO Mineral				Province:	ALBERTA	
				WILL GR #	2 - FINAL	(R1)		Area :	WILLESDE	EN GREEN
File Number File Status Mineral Int	Lse Type Lessor Int Type / Lse No/ Operator / Payor	Gross	Oper.Cont. ROFR		DOI Code *		Lease Description / Rights Held			
(cont'd)					,					
M00645 <b>Sub:</b> B ACTIVE	WIExp: Feb 05, 20080503020158Ext: 15			0.000 MANITOK 0.000 BONAVISTA EN C		21.0000000 79.0000000		ALL PNG IN GLAUCONITIC_A		
100.00000000	MANITOK MANITOK	Count Acreage =	No	Total Rental:	224.00			 C00312 A C00402 D	• Related Con P&S JOA	tracts Sep 29, 2016 (I Jan 01, 2006
	Status	Dev:	<b>Acres</b> 0.000	<b>Net</b> 0.000	Undev:	<b>Acres</b> 0.000	<b>Net</b> 0.000	C00974 A	FARMIN	Jan 18, 2012
		Royalty / Encumbrances			-	J.W.I. 40-07-W5/00 \$ 40-07-W5/00 \$				
		LIDING SCALE ROYA			Scale Con		od/Sales 00 % of PROD			
		loyalty:		Min P	ay:	Proc	d/Sales:			
		L: Min: Percent:	Max:		iv: in:		d/Sales: d/Sales:			
	Paid to: LESSOR (M) AB ENERGY 100		00.0000000	MANI	<b>DY:</b> AFTER TOK VISTA EN C	21.000000				
				Remarks				-		
	<b>Type</b> CONTINUE	17 CONTINUA	NCE. AUTH	BY TOURNAMENT DRIZATION ON FIL TTER DATED MAF	E FROM HERITA					

Report Date: Oct 17, 2018 MANITOK ENERGY. INC. Page Number: 11 **Mineral Property Report** \*\* REPORTED IN ACRES\*\* **Province:** ALBERTA Area WILLESDEN GREEN WILL GR #2 - FINAL (R1) : 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) M00645 В Remarks Description Type Date CROWN HAS ACCEPTED THE REQUEST FOR SECTION 17 CONTINUANCE TO FEBRUARY 6, 2009. FEES PAID UNDER TEX LETTER. CROWN LETTER DATED MARCH 27, 2008 CONFIRMS SECTION 17 CONTINUANCE FROM SURFACE TO BASE ROCK CREEK ONLY. CONTINUE Jan 21, 2009 CONTINUATION APPLICATION FAXED INTO CROWN JAN 21/09 REQUESTING SECTION 15 INDEFINITE LEASE CONTINUANCE BASED ON PRODUCTION FROM THE 16-24 WELL. PER LETTER ON FILE DATED MARCH 11, 2009, LEASE HAS BEEN CONTINUED INDEFINITELY UNDER A SECTION 15. SEE AMENDED APPENDIX ON FILE FOR FURTHER DETAILS. M00645 PNG CR Eff: Feb 06, 2003 640.000 C00974 A No AFTER EARN TWP 40 RGE 7 W5M W 24 Sub: C WI Exp: Feb 05, 2008 MANITOK ALL PNG FROM BASE 0.000 21.00000000 ACTIVE 0503020158 Ext: 15 0.000 BONAVISTA EN C 79.0000000 SECOND WHITE SPECKLED SHALE TO MANITOK **BASE MANNVILLE** 100.0000000 MANITOK Total Rental: 0.00 EXCL PNG IN GLAUCONITIC A Status Acres Net Acres Net ----- Related Contracts ------Dev: 0.000 0.000 Undev: 0.000 0.000 C00312 A P&S Sep 29, 2016(I) C00402 C JOA Jan 01, 2006 C00974 A FARMIN Jan 18, 2012 Royalty / Encumbrances **Royalty Type** Product Type Sliding Scale Convertible % of Prod/Sales CROWN SLIDING SCALE ROYALTYALL PRODUCTS v 100.00000000 % of PROD N **Roy Percent:** STANDARD

Deduction:
Page Number		PORTED IN A	ACRES**		Mineral Prope WILL GR #2 - FIN			Province: Area :	ALBERTA WILLESDEN GREEN
File Number File Status Mineral Int	Int Typ	pe Lessor Ty e / Lse No/Na or / Payor		Gross	Oper.Cont. ROFR Doi Partner(s)	DOI Code	*	Lease Desci	iption / Rights Held
(cont'd) M00645	С	Gas: Roy S/S OIL: Other Pe	Min:	Max:	Min Pay: Div: Min:		Prod/Sales: Prod/Sales: Prod/Sales:		
		Paid to: AB ENERG	( )	00000000	<b>Paid by:</b> AF MANITOK BONAVISTA EI	21.00	000000 000000		
	_				Remarks				
		Type CONTINUE	<b>Date</b> Mar 12, 2008	SECTION FREEHOL CROWN H TO FEBRL LETTER D	IN SENT IN TO CROW 17 CONTINUANCE. AU D. CROWN RESPONSE IAS ACCEPTED THE RE JARY 6, 2009. FEES PA ATED MARCH 27, 2008 ANCE FROM SURFACE	THORIZATION ( ELETTER DATE EQUEST FOR S ID UNDER TEX CONFIRMS SE	ON FILE FROM HEF D MARCH 4, 2008 V ECTION 17 CONTIN LETTER. CROWN CTION 17	RITAGE VHEREBY	
		CONTINUE	Jan 21, 2009	CONTINU/ REQUEST PRODUCT MARCH 11	ATION APPLICATION F ING SECTION 15 INDEI ION FROM THE 16-24 V I, 2009, LEASE HAS BE N 15. SEE AMENDED A	AXED INTO CRO FINITE LEASE O WELL. PER LET EN CONTINUED	OWN JAN 21/09 CONTINUANCE BAS TER ON FILE DATE D INDEFINITELY UN	D	
M00674 <b>Sub:</b> A ACTIVE	PNG WI 050501	CR 0273 /ISTA EN C	<b>Eff:</b> Jan 13, 2005 <b>Exp:</b> Jan 12, 2010 <b>Ext:</b> 15	320.000	C00525 A No MANITOK BONAVISTA EN C QUESTFIRE ENER	AFTER EA 20.00000 60.000000 20.000000	000 000		E 5 W5M S 18 OM BASE MANNVILLE TO _CREEK

Report Date: Page Number	Oct 17, 2018 r: 13 ** REPORTED IN ACRE	ES**		Mineral	K ENER( Property #2 - FINAL (	Report		Province Area :		TA SDEN GREEN
File Number File Status Mineral Int	Lse Type Lessor Type Int Type / Lse No/Name Operator / Payor		Gross	Oper.Cont. Doi Partner(		DOI Code	*		operintion / Pi	abte Hold
			net	Doi Partilei	5)			Lease De	escription / Ri	
(cont'd) M00674				<b>T</b> D	440.00			000010	540	
Sub: A	Status		Acres	Total Rental: Net	448.00	Acres	Net	C00312 A C00525 A		Sep 29, 2016 (I) O May 05, 2005
	DEVELOPED	Dev:	160.000	32.000	Undev:	160.000	32.000			Status/Type 00 FLOWING/OIL 00 D&A/GAS
	Deduction: Gas: Royalty S/S OIL: Min: Other Percen	:	ARD Max:		Pay: Div: Min:	Р	rod/Sales: rod/Sales: rod/Sales:			
	Paid to: LES AB ENERGY	SSOR (M)	100.00000000	MAN BON	<b>by:</b> AFTER ITOK AVISTA EN C STFIRE ENEF	20.0000	0000			
				Remarks						
	<i>,</i> ,	<b>ate</b> pr 07, 2010	THOUGHT HALF OF S MARCH 24	ATION FOR T THAT THE 1 SECTION 18, 1 4, 2010, AGRE	4-18 WELL W HOWEVER, P EMENT IS EL	OULD ONLY CO ER CROWN LE IGIBLE FOR CO	PLIED FOR AS IT ONTINUE THE N TTER ON FILE I ONTINUATION F SECTION 15 BAS	ORTH DATED ROM		

Report Date: Oct 17, 2018 MANITOK ENERGY. INC. Page Number: 14 **Mineral Property Report** \*\* REPORTED IN ACRES\*\* **Province:** ALBERTA Area WILLESDEN GREEN WILL GR #2 - FINAL (R1) : 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) M00674 A Remarks Description Type Date THE 14-18 WELL. BONAVISTA AND TOURNAMENT AGREE THAT LEASE WILL BE CONTINUED, LATE PENALTY AND RENTAL TO BE PAID AS WELL. SEE FILE FOR FURTHER DETAILS. GENERAL Jul 01, 2009 PARTIES HAVE ELECTED TO SURRENDER RIGHTS UNDER LEASE TO BASE MANNVILLE PER GAS OFFSET NOS. 2070873E01 (7-8 OFFSET WELL) & 2061119 (15-8 OFFSET WELL). SEE FILE FOR FURTHER DETAILS. GENERAL Feb 11, 2009 GAS OFFSET NO. 2070873E01 DATED JAN 20/09. S/2 18-42-5W5M SUBJECT TO GAS OFFSET AS A RESULT OF THE 100/07-08-042-05W5/00 FREEHOLD WELL PRODUCING GAS FROM THE MANNVILLE ZONE. SURRENDERED TO BASE MANNVILLE. GENERAL GAS OFFSET NOTICE DATED JUNE 3, 2008. NO. 2061119E01 Dec 03, 2008 OFFSET LANDS: S/2 SEC 18-42-5W5M AS A RESULT OF OFFSET WELL 100/15-08-042-05W5/00 PRODUCING GAS FROM THE MANNVILLE FORMATION. **RESPONSE DUE DECEMBER 3. 2008. SURRENDERED TO BASE** MANNVILLE. M00696 LICENCE CR Eff: Jun 25, 1998 640.000 C00525 B No AFTER EARN TWP 42 RGE 5 W5M N 18 Sub: A Exp: Jun 24, 2003 320.000 MANITOK 20.0000000 ALL PNG FROM BASE MANNVILLE TO WI ACTIVE 5498060057 Ext: 15 64.000 BONAVISTA EN C 60.0000000 **BASE JURASSIC** BONAVISTA EN C QUESTFIRE ENER 20.0000000 100.0000000 QUESTFIRE ENER Related Contracts ------Total Rental: 448.00 C00312 A P&S Sep 29, 2016(I) POOLFO C00525 May 05, 2005 Status Acres Net Acres Net C00525 B POOLFO May 05, 2005 DEVELOPED 160.000 32.000 160.000 32.000 Dev: Undev:

Report Date: Page Number		ACRES**	N	IANITOK ENEI lineral Proper /ILL GR #2 - FINA	ty Report	Province: Area :	ALBERTA WILLESDEN GREEN
File Number File Status Mineral Int	Lse Type Lessor T Int Type / Lse No/Na Operator / Payor		Gross	er.Cont. ROFR i Partner(s)	DOI Code	Lease Desc	ription / Rights Held
(cont'd)							
M00696 <b>Sub:</b> A						Well 100/14-18-0	U.W.I. Status/Type 42-05-W5/00 FLOWING/OIL
			Royalty	/ Encumbrances			
	Royalty Typ CROWN SLI Roy Per Deducti Gas: Ro	DING SCALE ROYA cent: on: STANDAR		Sliding Scale Co TS Y Min Pay:	nvertible % of Prod/Sales N 100.00000000 % of F Prod/Sales:	PROD	
	S/S OIL: Other Pe	Min:	Max:	Div: Min:	Prod/Sales: Prod/Sales: Prod/Sales:		
	Paid to: AB ENERC	LESSOR (M) GY 10	00.0000000	Paid by: AFTI MANITOK BONAVISTA EN QUESTFIRE EN	20.0000000 C 60.0000000		
			F	Remarks			
	<b>Type</b> GENERAL	<b>Date</b> Jul 01, 2009	TO BASE MAN 2070883E02 (1	INVILLE PER GAS OF	RENDER RIGHTS UNDER SEC FFSET NOS. 2070873E02 (7-8) 15-8). SEE FILE FOR FURTHEI	,	
	GENERAL	Jan 28, 2009	100/11-08-042 WELLS PROD	-05W5/00 & 100/07-0	O OFFSET NOTICES AS RESU 8-042-05W5/00 FREEHOLD /ANNVILLE. PARTIES ELECTE E.		
	GENERAL	Jun 26, 2008			NOTICE AS A RESULT OF THE	1	

Report Date: Oct 17, 2018 MANITOK ENERGY. INC. Page Number: 16 **Mineral Property Report** \*\* REPORTED IN ACRES\*\* **Province:** ALBERTA Area WILLESDEN GREEN WILL GR #2 - FINAL (R1) : 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) M00696 A Remarks Description Type Date 00/15-08-042-05W5/0 WELL PRODUCING GAS FROM THE MANNVILLE ZONE. TEX HAS UNTIL DECEMBER 3/08 TO DRILL, DROP OR PAY. PARTIES ELECT TO SURRENDER TO BASE MANNVILLE. CONTINUE Aug 31, 2007 LETTERS ON FILE DATED JULY 24, 2007 AND AUGUST 17, 2007 REFLECTING CROWN OFFERING AND ADVANTAGE ACCEPTING CONTINUATION OF N/2 18-42-5W5M & N/2 13-42-6W5M BELOW BASE VIKING TO BASE JURASSIC; INDEFINITELY UNDER SECTION 15 OR THE P&NG TENURE. SEE FILE FOR FURTHER DETAILS. M00671 LICENCE CR Eff: Mar 06, 1997 640.000 C00403 A No AFTER EARN TWP 42 RGE 6 W5M SEC 1 Sub: C WI Exp: Mar 05, 2002 640.000 MANITOK ALL PNG FROM BASE CARDIUM TO 20.0000000 ACTIVE 5497030013 **Ext:** 15 128.000 BONAVISTA EN C 80.00000000 BASE MANNVILLE BONAVISTA EN C EXCL PNG IN GLAUCONITIC\_A 100.0000000 BONAVISTA EN C Total Rental: 896.00 Related Contracts ------\_\_\_\_\_ Status Acres Net Acres Net C00312 A P&S Sep 29, 2016(I) DEVELOPED Dev: 160.000 32.000 Undev: 480.000 96.000 C00403 A FARMOUT Oct 22, 2004 C00429 A FARMOUT Sep 01, 2005 C01157 C ROYALTY May 19, 2017 **Royalty / Encumbrances** <Linked> Royalty Type Product Type Sliding Scale Convertible % of Prod/Sales C00429 A GROSS OVERRIDING ROYALTY ALL PRODUCTS 100.00000000 % of PROD Υ Ν **Roy Percent:** NO Deduction: Gas: Royalty: 15.00000000 Min Pay: Prod/Sales: S/S OIL: Min: 5.00000000 15.0000000 Div: 1/23.8365 Prod/Sales: Max:

Report Date: Page Number	Oct 17, 2018 r: 17 ** REPORTED IN ACRES**	MANITOK ENERGY. Mineral Property Re WILL GR #2 - FINAL (R1)		Province: Area :	ALBERTA WILLESDEN GREEN
File Number File Status Mineral Int	Int Type / Lse No/Name Gross		)I Code *		vintion / Dighto Hold
	Operator / Payor Net	Doi Partner(s) *	•	Lease Desc	ription / Rights Held
(cont'd)	Other Percent:	Min:	Prod/Sales:		
	Paid to:         PDTO         (C)           BONAVISTA EN C         100.00000000	<b>Paid by:</b> PDBY MANITOK BONAVISTA EN C	C) 20.00000000 80.0000000		
M00671	C				
	Roya	Ity / Encumbrances			
	Linked> Royalty Type Product Ty 01157 C GROSS OVERRIDING ROYALTY ALL PRODU Roy Percent: 4.00000000 Deduction: NO	UCTS N N	20.00000000 % of SALES		
	Gas: Royalty: S/S OIL: Min: Max: Other Percent:	Min Pay: Div: Min:	Prod/Sales: Prod/Sales: Prod/Sales:		
	Paid to:         PDTO         (C)           PSK ROYALTY         100.00000000	<b>Paid by:</b> PDBY MANITOK	C) 100.00000000		
	ROYALTY DEDUCTIONS - Oct 18, 2017 -NO DEDUCTIONS WHATSOEVER GENERAL REMARKS - Oct 18, 2017 ROYALTY DETERMINATION POINT IN ( ROYALTY) OF ROYALTY PROCEDURE WITH THE WORDS - "POINT OF SALE" PETROLEUM SUBSTANCES ARE SOLD DOWNSTREAM OF ANY GATHERING, "	ARE DELETED AND REPLACE WHICH FOR CLARITY WILL BE OR ARE TO BE SOLD TO A TH	D WITH THE WORDS A POINT WHERE THE		
	Royalty Type Product Ty CROWN SLIDING SCALE ROYALTYALL PRODU Roy Percent:		le % of Prod/Sales 100.00000000 % of PROD		

Report Date: Page Number	: 18	2018 PORTED IN A	CRES**		MANITOK ENERO Mineral Property WILL GR #2 - FINAL (	Report		Province: Area :	ALBERTA WILLESDEN	I GREEN
File Number File Status Mineral Int	Int Typ	pe Lessor Ty e / Lse No/Na or / Payor	•	Gross	Oper.Cont. ROFR Doi Partner(s) *	DOI Code		Lease Desc	ription / Rights	Held
(cont'd) M00671	С	Deductio Gas: Roy S/S OIL: I Other Pel	alty: Min:	Max:	Min Pay: Div: Min:	Prod/	Sales: Sales: Sales:			
		Paid to: AB ENERG	LESSOR (M) Y 100	.00000000	<b>Paid by:</b> AFTER MANITOK BONAVISTA EN C	EAF(C) 20.00000000 80.00000000				
M00976 Sub: A ACTIVE	PNG WI 050710	CR 00551 /ISTA EN C	Eff: Oct 18, 2007 Exp: Oct 17, 2012 Ext: 15	640.000	C00836 A No MANITOK BONAVISTA EN C	WI 40.0000000 60.0000000			E 6 W5M SEC 1 ROM BASE MAN C_CREEK	
100.00000000	-	/ISTA EN C Status DEVELOPED	Dev:	<b>Acres</b> 160.000	Total Rental: 716.80 <b>Net</b> 64.000 <b>Undev:</b>	<b>Acres</b> 480.000	<b>Net</b> 192.000	C00312 A C00836 C00836 A C01157 D	Related Contr P&S JOA JOA ROYALTY	acts Sep 29, 2016 (I) Nov 21, 2007 Nov 21, 2007 May 19, 2017
		Royalty Type GROSS OVE Roy Perc Deductio Gas: Roy S/S OIL: 1 Other Pel	RRIDING ROYALTY ent: 4.00000000 n: NO ralty: Min:	Roya Product T ALL PROD		N 40.00000000 Prod/ Prod/	d/Sales % of SALES Sales: Sales: Sales:	Well U 102/14-01-04	J.W.I. S 42-06-W5/00 FL	tatus/Type OWING/OIL

	** REPORTED IN ACRES**		Mineral Property	•	Province: Area :	ALBERTA WILLESDEN GREEN
File Number File Status	Lse Type Lessor Type Int Type / Lse No/Name	Gross	Der.Cont. ROFR	DOI Code		
Mineral Int	Operator / Payor	Net L	oi Partner(s) *	<b>^</b>	Lease Desc	ription / Rights Held
(cont'd)						
	Paid to: PDTO PSK ROYALTY	(C) 100.0000000	<b>Paid by:</b> PDBY MANITOK	(C) 100.0000000		
	-NO DEDUCTIO	TIONS - Oct 18, 2017 ONS WHATSOEVER				
	ROYALTY) OF WITH THE WC PETROLEUM \$	ERMINATION POINT IN CL ROYALTY PROCEDURE / DRDS - "POINT OF SALE" V SUBSTANCES ARE SOLD (	ARE DELETED AND REP VHICH FOR CLARITY WII OR ARE TO BE SOLD TO	LACED WITH THE WORDS LL BE A POINT WHERE THE A THIRD PARTY		
		M OF ANY GATHERING. TH	REATING OR PROCESSI	NG		
M00976	A	M OF ANY GATHERING, TR	y / Encumbrances	NG		
M00976	A Royalty Type CROWN SLIDING SCA Roy Percent:	Royalt	y / Encumbrances		-	
M00976	A Royalty Type CROWN SLIDING SCA Roy Percent:	Royalt	y / Encumbrances	vertible % of Prod/Sales	-	
M00976	A Royalty Type CROWN SLIDING SCA Roy Percent: Deduction: S Gas: Royalty: S/S OIL: Min:	Royalty Product Typ ALE ROYALTYALL PRODUC TANDARD Max:	y / Encumbrances e Sliding Scale Conv CTS Y Min Pay: Div:	Vertible % of Prod/Sales N 100.00000000 % of PROD Prod/Sales: Prod/Sales: Prod/Sales: (C) 40.00000000	-	

CONTINUE Apr 22, 2014 PER CROWN LETTER ON FILE DATED APRIL 11, 2014, SECTION 1 IS

Report Date: Page Number	•	CRES**		MANITO Mineral WILL GR #	Property	y Report		Province: Area :	ALBERTA WILLESDEN GREEN
File Number File Status Mineral Int	Lse Type Lessor Ty Int Type / Lse No/Na Operator / Payor		Gross	Oper.Cont. R Doi Partner(s	ROFR	DOI Code	*	Lease Des	cription / Rights Held
(cont'd)									
M00976	Α			Remarks					
	Туре	Date		ED INDEFINITE		SECTION 15 BEL ED APPENDIX.	OW BASE		
	CONTINUE	Feb 04, 2013	12/12, REC FROM THI RESPONS CONTINU/ WELL DAT CREEK 3 2. ENCAN/ 050710055 DUVERNA ON FILE D CONTINUI MANNVILL YEAR, FRO	QUESTING SEC EUPDATE ATION ON THIS A TO REQUES SUBMITTED O A APPLICATION 2 UNDER EITH Y (LOWER) RH ATED JANUAF ED INDEFINITE E TO BASE RC	C 15 CONTI 5M PRODUC OCT 18/12 S LEASE: 1. ST A SECTI CTOBER 17 N TO CONT HER SECTIC GHTS SU RY 18, 2013 ELY FROM E DCK CREEF K CREEK T	CING GAS WELL BONAVISTA APP ON 15 CONTINUA 712 INUE LEASES 050 DN 15 OR SECTIO BMITTED OCT 18 WHEREBY SECT BELOW BASE ( AND UNDER SE	ON PRODUCTION . W/O CROWN IS FOR 'LICATION USING .TION TO BASE RC 07100551 & DN 17 IN THE . CROWN RESPON	юск ISE	
M00976 <b>Sub:</b> B ACTIVE	PNG CR NI 0507100551 ENCANA CORPORA	Eff: Oct 18, 2007 Exp: Oct 17, 2012 Ext: 15	0.000	C00836 B ENCANA COF MANITOK	-	WI 100.00000000		ALL PNG F TOP BEAV	GE 6 W5M SEC 1 ROM BASE ROCK_CREEK TO ERHILL_LAKE IENT HOLDS 40% OF
00.00000000	BONAVISTA EN C	Count Acreage =	No	Total Rental:	179.20				100% WI IN TRUST FOR
	Status	Dev:	<b>Acres</b> 0.000	<b>Net</b> 0.000	Undev:	<b>Acres</b> 0.000	<b>Net</b> 0.000	,	Related Contracts P&S Sep 29, 20

Page Number	*: 21 ** REPORTED IN ACF	RES**		Mineral Prope WILL GR #2 - FIN		Province: Area :	ALBERTA WILLESD	EN GREEN
File Number File Status	Lse Type Lessor Type Int Type / Lse No/Name		Gross	Oper.Cont. ROFR	DOI Code			
Mineral Int	Operator / Payor		Net	Doi Partner(s)	* *	Lease Desc	ription / Righ	ts Held
(cont'd)								
M00976	В		Roya	Ity / Encumbrances		C00836 C00836 B	JOA JOA	Nov 21, 200 Nov 21, 200
	Royalty Type CROWN SLIDIN Roy Percen Deduction: Gas: Royalt	STANDARD			Convertible % of Prod/Sales N 100.00000000 % of PROI Prod/Sales:	ס		
	Gas. noyan	у.		will Fay.				
	S/S OIL: Min Other Perce Paid to: LE	ent: SSOR (M)	Max:	Div: Min: Paid by: W				
	Other Perce	ent: SSOR (M)	<b>Max:</b> 0.00000000	Min: Paid by: W	Prod/Sales:			
	Other Perce Paid to: LE	ent: SSOR (M)		Min: Paid by: W ENCANA COF	Prod/Sales:	_		
	Other Perce Paid to: LE AB ENERGY	ent: SSOR (M)	0.00000000 Description PER CROV CONTINUE	Min: Paid by: W ENCANA COF MANITOK - Remarks n VN LETTER ON FILE I	Prod/Sales: /I (C) RPORAT 100.00000000 DATED APRIL 11, 2014, SECTION 1 IS DER SECTION 15 BELOW BASE			

Report Date: Oct 17, 2018 MANITOK ENERGY. INC. Page Number: 22 **Mineral Property Report** \*\* REPORTED IN ACRES\*\* **Province:** ALBERTA Area WILLESDEN GREEN WILL GR #2 - FINAL (R1) : 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) M00976 В Remarks Description Type Date WI HELD IN TRUST: 40% (ENCANA IS RESPONSIBLE FOR HALF OF TOURNAMENT'S 40% OF RENTALS). CONTINUE Oct 19, 2012 APPLICATION FOR CONTINUATION SUBMITTED BY BONAVISTA SEP 12/12, REQUESTING SECTION 15 CONTINUATION BASED ON PRODUCTION FROM THE 14-1-42-6 W5M PRODUCING GAS WELL... W/O **CROWN RESPONSE...** UPDATE -- OCT 18/12 -- 2 APPLICATIONS FOR CONTINUATION ON THIS LEASE: 1. BONAVISTA APPLICATION USING WELL DATA TO REQUEST А SECTION 15 CONTINUATION TO BASE ROCK CREEK -- SUBMITTED OCTOBER 17/12... 2. ENCANA APPLICATION TO CONTINUE LEASES 0507100551 & 0507100552 UNDER EITHER SECTION 15 OR SECTION 17 IN THE DUVERNAY (LOWER) RIGHTS... SUBMITTED OCT 18. CROWN RESPONSE ON FILE DATED JANUARY 18, 2013 WHEREBY SECTION 1-42-6W5M CONTINUED INDEFINITELY FROM BELOW BASE MANNVILLE TO BASE ROCK CREEK AND UNDER SECTION 15, FOR ONE YEAR, FROM BASE ROCK CREEK TO TOP BEAVERHILL LAKE GROUP. SEE FILE FOR FURTHER DETAILS. M00671 LICENCE CR AFTER EARN TWP 42 RGE 6 W5M S 2 Eff: Mar 06, 1997 320.000 C00403 C No Sub: D WI **Exp:** Mar 05, 2002 320.000 MANITOK 15.00000000 ALL PNG FROM BASE CARDIUM TO ACTIVE 5497030013 Ext: 15 48.000 BONAVISTA EN C 85.00000000 BASE VIKING\_ZONE BONAVISTA EN C 100.00000000 BONAVISTA EN C Total Rental: ----- Related Contracts ------448.00 C00312 A P&S Sep 29, 2016(I)

Report Date: Oct Page Number: 23			MANITOK ENERG Mineral Property I WILL GR #2 - FINAL (F	Report	Province: Area :	ALBERTA WILLESDEN	GREEN
File Status Int T	Type Lessor Type Type / Lse No/Name rator / Payor	Gross	Dper.Cont. ROFR	DOI Code *	Lease Desc	ription / Rights	Held
(cont'd)							
M00671 <b>Sub:</b> D	Status DEVELOPED Dev:	<b>Acres</b> 320.000	Net 48.000 Undev:	Acres         Net           0.000         0.000	C00403 C C00403 G C01157 E	FARMOUT FARMOUT ROYALTY	Oct 22, 2004 Oct 22, 2004 May 19, 2017
		Royalt	y / Encumbrances		Well U	<b>U.W.I. S</b> 42-06-W5/00 SU	tatus/Type
	<ul> <li>Royalty Type</li> <li>GROSS OVERRIDING ROYALTY</li> <li>Roy Percent: 4.00000000</li> <li>Deduction: NO</li> <li>Gas: Royalty:</li> <li>S/S OIL: Min:</li> <li>Other Percent:</li> </ul>		•		102/00-02-0-	42-00-100,000,000	
	Paid to: PDTO (C) PSK ROYALTY 10	0.0000000	<b>Paid by:</b> PDBY MANITOK	(C) 100.00000000			
	ROYALTY) OF ROYALTY WITH THE WORDS - "PC PETROLEUM SUBSTAN	TSOEVER 18, 2017 ION POINT IN CI PROCEDURE DINT OF SALE" V CES ARE SOLD (	LAUSE 2.01 (QUANTIFICAT ARE DELETED AND REPLA VHICH FOR CLARITY WILL OR ARE TO BE SOLD TO A REATING OR PROCESSING	ACED WITH THE WORDS . BE A POINT WHERE THE A THIRD PARTY			
	Royalty Type CROWN SLIDING SCALE ROYA Roy Percent: Deduction: STANDARE		•				

Report Date: Page Number	: 24	, 2018 EPORTED IN ACRES**		MANITOK ENER Mineral Property WILL GR #2 - FINAL	/ Report	Province: Area :	ALBERTA WILLESDEM	I GREEN
File Number File Status Mineral Int	Int Typ	rpe Lessor Type be / Lse No/Name tor / Payor	Gross	Oper.Cont. ROFR Doi Partner(s) *	DOI Code *	Lease Des	cription / Rights	Held
(cont'd) M00671	D	Gas: Royalty: S/S OIL: Min: Other Percent:	Max:	Min Pay: Div: Min:	Prod/Sales: Prod/Sales: Prod/Sales:			
		Paid to: LESSOR (M AB ENERGY	И) 100.00000000	<b>Paid by:</b> AFTEI MANITOK BONAVISTA EN C	15.0000000			
M00671 <b>Sub:</b> F ACTIVE	WI 549703			C00403 C No MANITOK BONAVISTA EN C	AFTER EARN 15.0000000 85.0000000	ALL PNG F	GE 6 W5M N 2 FROM BASE CAF NG_ZONE	DIUM TO
100.00000000		VISTA EN C VISTA EN C Status UNDEVELOPED Dev:	<b>Acres</b> 0.000	Total Rental: 448.00 Net 0.000 Undev:	Acres         Net           320.000         48.000	C00312 A C01157 E C00403 C	Related Contr P&S ROYALTY FARMOUT	acts Sep 29, 2016 (I) May 19, 2017 Oct 22, 2004
		Royalty Type GROSS OVERRIDING RO Roy Percent: 4.000 Deduction: NO Gas: Royalty: S/S OIL: Min: Other Percent:	Product Ty		vertible % of Prod/Sales N 15.00000000 % of S Prod/Sales: Prod/Sales: Prod/Sales:	GALES		

File Status       Int Type / Lse No/Name       Gross         Mineral Int       Operator / Payor       Net Doi Partner(s)       • Lease         (cont'd)       M00671       F       Paid to: PDTO (C)       Paid by: PDBY (C)         M00671       F       Paid to: PDTO (C)       Paid by: PDBY (C)         PSK ROYALTY       100.0000000       MANITOK       100.0000000         ROYALTY DEDUCTIONS - Oct 18, 2017       -NO DEDUCTIONS WHATSOEVER       -         GENERAL REMARKS - Oct 18, 2017       -NO DEDUCTIONS WHATSOEVER       -         GENERAL REMARKS - Oct 18, 2017       -NO DEDUCTIONS WHATSOEVER       -         GENERAL REMARKS - Oct 18, 2017       -NO DEDUCTIONS WHATSOEVER       -         GENERAL REMARKS - Oct 18, 2017       -       -         NO OFALTY DETEMINATION POINT IN CLAUSE 2.01 (QUANTIFICATION OF OVERRIDING ROYALTY) OF ROYALTY PROCEDURE ARE DELETED AND REPLACED WITH THE WORDS WITH THE WORDS - "POINT OF SALE" WHICH FOR CLARITY WILL BE A POINT WHERE THE PETROLEUM SUBSTANCES ARE SOLD OR ARE TO BE SOLD TO A THIRD PARTY DOWNSTREAM OF ANY GATHERING, TREATING OR PROCESSING         Royalty Type       Product Type       Sliding Scale Convertible % of Prod/Sales         CROWN SLIDING SCALE ROYALTYALL PRODUCTS       Y       N       100.00000000 % of PROD         Roy Percent:       Deduction:       STANDARD       Gas: Royalty:       Min Pay:       Prod/	a :	ALBERTA
File Status       Int Type / Lse No/Name       Gross         Mineral Int       Operator / Payor       Net Doi Partner(s)       *       Lease         (cont'd)       M00671       F       Paid to: PDTO (C)       Paid by: PDBY (C)         M00671       F       Paid to: PDTO (C)       Paid by: PDBY (C)         PSK ROYALTY       100.0000000       MANITOK       100.0000000         ROYALTY DEDUCTIONS - Oct 18, 2017       -NO DEDUCTIONS WHATSOEVER       -         GENERAL REMARKS - Oct 18, 2017       -NO DEDUCTIONS WHATSOEVER       -         GENERAL REMARKS - Oct 18, 2017       -NO DEDUCTIONS WHATSOEVER       -         GENERAL REMARKS - Oct 18, 2017       -NO DEDUCTIONS WHATSOEVER       -         GENERAL REMARKS - Oct 18, 2017       -NO DEDUCTIONS WHATSOEVER       -         GENERAL REMARKS - Oct 18, 2017       -       NO OVALTY DETERMINATION POINT IN CLAUSE 2.01 (QUANTIFICATION OF OVERRIDING ROYALTY) OF ROYALTY PROCEDURE ARE DELETED AND REPLACED WITH THE WORDS WITH THE WORDS - "POINT OF SALE" WHICH FOR CLARITY WILL BE A POINT WHERE THE PETROLEUM SUBSTANCES ARE SOLD OR ARE TO BE SOLD TO A THIRD PARTY DOWNSTREAM OF ANY GATHERING, TREATING OR PROCESSING         Royalty Type       Product Type       Sliding Scale Convertible % of Prod/Sales         CROWN SLIDING SCALE ROYALTYALL PRODUCTS       Y       N       100.0000000 % of PROD         Royalty:       STANDARD </th <th><u> </u></th> <th>WILLESDEN GREEN</th>	<u> </u>	WILLESDEN GREEN
Internation       Operation (Payor)       Net bor Paintie(s)       Lease         (cont'd)       M00671       F       Paid to: PDTO       (C)       Paid by: PDBY       (C)         M00671       F       Paid to: PDTO       (C)       Paid by: PDBY       (C)         ROYALTY DEDUCTIONS - Oct 18, 2017       -NO DEDUCTIONS WHATSOEVER       00.0000000       MANITOK       100.0000000         ROYALTY DETERMINATION POINT IN CLAUSE 2.01 (QUANTIFICATION OF OVERRIDING ROYALTY) OF ROYALTY PROCEDURE ARE DELETED AND REPLACED WITH THE WORDS WITH THE WORDS - "POINT OF SALE" WHICH FOR CLARITY WILL BE A POINT WHERE THE PETROLEUM SUBSTANCES ARE SOLD OR ARE TO BE SOLD TO A THIRD PARTY DOWNSTREAM OF ANY GATHERING, TREATING OR PROCESSING         Royalty Type       Product Type       Sliding Scale       Convertible % of Prod/Sales CROWN SLIDING SCALE ROYALTYALL PRODUCTS Y       N       100.00000000 % of PROD         Roy Percent:       Deduction:       STANDARD       Gas: Royalty:       Min Pay:       Prod/Sales:         S/S OIL: Min:       Max:       Div:       Prod/Sales:       Other Percent:       Prod/Sales:         Paid to:       LESSOR (M)       Paid by:       AFTER EAF(C)       Paid by:       AFTER EAF(C)	na Dagari	iption / Rights Held
M00671       F       Paid to: PDTO       (C)       Paid by: PDBY       (C)         MNTOK       100.0000000       MANITOK       100.0000000         ROYALTY DEDUCTIONS - Oct 18, 2017         -NO DEDUCTIONS WHATSOEVER         GENERAL REMARKS - Oct 18, 2017         ROYALTY DETERMINATION POINT IN CLAUSE 2.01 (QUANTIFICATION OF OVERRIDING ROYALTY DETERMINATION POINT IN CLAUSE 2.01 (QUANTIFICATION OF OVERRIDING ROYALTY OF ROYALTY PROCEDURE ARE DELETED AND REPLACED WITH THE WORDS WITH THE WORDS - POINT OF SALE" WHICH FOR CLARITY WILL BE A POINT WHERE THE PETROLEUM SUBSTANCES ARE SOLD OR ARE TO BE SOLD TO A THIRD PARTY DOWNSTREAM OF ANY GATHERING, TREATING OR PROCESSING         Royalty Type       Product Type       Sliding Scale Convertible % of Prod/Sales         CROWN SLIDING SCALE ROYALTYALL PRODUCTS       Y       N       100.0000000 % of PROD         Roy Percent:       Deduction:       STANDARD       Sis Royalty:       Min Pay:       Prod/Sales:         S/S OIL: Min:       Max:       Div:       Prod/Sales:       Other Percent:       Min:       Prod/Sales:         Paid to:       LESSOR (M)       Paid by: AFTER EAF(C)       Paid by: AFTER EAF(C)       Paid by: AFTER EAF(C)	se Descri	
PSK ROYALTY       100.0000000       MANITOK       100.0000000         ROYALTY DEDUCTIONS - Oct 18, 2017       -NO DEDUCTIONS WHATSOEVER       -NO DEDUCTIONS WHATSOEVER         GENERAL REMARKS - Oct 18, 2017       ROYALTY DETERMINATION POINT IN CLAUSE 2.01 (QUANTIFICATION OF OVERRIDING ROYALTY) OF ROYALTY PROCEDURE ARE DELETED AND REPLACED WITH THE WORDS WITH THE WORDS - "POINT OF SALE" WHICH FOR CLARITY WILL BE A POINT WHERE THE PETROLEUM SUBSTANCES ARE SOLD OR ARE TO BE SOLD TO A THIRD PARTY DOWNSTREAM OF ANY GATHERING, TREATING OR PROCESSING         Royalty Type       Product Type       Sliding Scale       Convertible       % of Prod/Sales         CROWN SLIDING SCALE ROYALTYALL PRODUCTS       Y       N       100.00000000       % of PROD         Roy Percent:       Deduction:       STANDARD       Silding Scale       Convertible       % of Prod/Sales:         S/S OIL: Min:       Max:       Div:       Prod/Sales:       Other Percent:       Min Pay:       Prod/Sales:         Paid to:       LESSOR       (M)       Paid by: AFTER EAF(C)       Prod/Sales:		
-NO DEDUCTIONS WHATSOEVER GENERAL REMARKS - Oct 18, 2017 ROYALTY DETERMINATION POINT IN CLAUSE 2.01 (QUANTIFICATION OF OVERRIDING ROYALTY) OF ROYALTY PROCEDURE ARE DELETED AND REPLACED WITH THE WORDS WITH THE WORDS - "POINT OF SALE" WHICH FOR CLARITY WILL BE A POINT WHERE THE PETROLEUM SUBSTANCES ARE SOLD OR ARE TO BE SOLD TO A THIRD PARTY DOWNSTREAM OF ANY GATHERING, TREATING OR PROCESSING Royalty Type Product Type Sliding Scale Convertible % of Prod/Sales CROWN SLIDING SCALE ROYALTY ALL PRODUCTS Y N 100.00000000 % of PROD Roy Percent: Deduction: STANDARD Gas: Royalty: Min Pay: Prod/Sales: S/S OIL: Min: Max: Div: Prod/Sales: Other Percent: Min: Prod/Sales: Other Percent: Min: Prod/Sales:		
ROYALTY DETERMINATION POINT IN CLAUSE 2.01 (QUANTIFICATION OF OVERRIDING ROYALTY) OF ROYALTY PROCEDURE ARE DELETED AND REPLACED WITH THE WORDS WITH THE WORDS - "POINT OF SALE" WHICH FOR CLARITY WILL BE A POINT WHERE THE PETROLEUM SUBSTANCES ARE SOLD OR ARE TO BE SOLD TO A THIRD PARTY DOWNSTREAM OF ANY GATHERING, TREATING OR PROCESSING Royalty Type Product Type Sliding Scale Convertible % of Prod/Sales CROWN SLIDING SCALE ROYALTYALL PRODUCTS Y N 100.00000000 % of PROD Roy Percent: Deduction: STANDARD Gas: Royalty: Min Pay: Prod/Sales: S/S OIL: Min: Max: Div: Prod/Sales: Other Percent: Div: Prod/Sales: Prid to: LESSOR (M) Paid by: AFTER EAF(C)		
ROYALTY) OF ROYALTY PROCEDURE ARE DELETED AND REPLACED WITH THE WORDS WITH THE WORDS - "POINT OF SALE" WHICH FOR CLARITY WILL BE A POINT WHERE THE PETROLEUM SUBSTANCES ARE SOLD OR ARE TO BE SOLD TO A THIRD PARTY DOWNSTREAM OF ANY GATHERING, TREATING OR PROCESSING Royalty Type Product Type Sliding Scale Convertible % of Prod/Sales CROWN SLIDING SCALE ROYALTY ALL PRODUCTS Y N 100.00000000 % of PROD Roy Percent: Deduction: STANDARD Gas: Royalty: Min Pay: Prod/Sales: S/S OIL: Min: Max: Div: Prod/Sales: Other Percent: Min: Prod/Sales: Paid to: LESSOR (M) Paid by: AFTER EAF(C)		
WITH THE WORDS - "POINT OF SALE" WHICH FOR CLARITY WILL BE A POINT WHERE THE PETROLEUM SUBSTANCES ARE SOLD OR ARE TO BE SOLD TO A THIRD PARTY DOWNSTREAM OF ANY GATHERING, TREATING OR PROCESSING Royalty Type Product Type Sliding Scale Convertible % of Prod/Sales CROWN SLIDING SCALE ROYALTYALL PRODUCTS Y N 100.0000000 % of PROD Roy Percent: Deduction: STANDARD Gas: Royalty: Min Pay: Prod/Sales: S/S OIL: Min: Max: Div: Prod/Sales: Other Percent: Min: Prod/Sales: Paid to: LESSOR (M) Paid by: AFTER EAF(C)		
PETROLEUM SUBSTANCES ARE SOLD OR ARE TO BE SOLD TO A THIRD PARTY DOWNSTREAM OF ANY GATHERING, TREATING OR PROCESSING Royalty Type Product Type Sliding Scale Convertible % of Prod/Sales CROWN SLIDING SCALE ROYALTYALL PRODUCTS Y N 100.00000000 % of PROD Roy Percent: Deduction: STANDARD Gas: Royalty: Min Pay: Prod/Sales: S/S OIL: Min: Max: Div: Prod/Sales: Other Percent: Min: Prod/Sales: Prid to: LESSOR (M) Paid by: AFTER EAF(C)		
DOWNSTREAM OF ANY GATHERING, TREATING OR PROCESSING  Royalty Type Product Type Sliding Scale Convertible % of Prod/Sales CROWN SLIDING SCALE ROYALTYALL PRODUCTS Y N 100.0000000 % of PROD Roy Percent: Deduction: STANDARD Gas: Royalty: Min Pay: Prod/Sales: S/S OIL: Min: Max: Div: Prod/Sales: Other Percent: Min: Prod/Sales: Paid to: LESSOR (M) Paid by: AFTER EAF(C)		
Royalty TypeProduct TypeSliding ScaleConvertible% of Prod/SalesCROWN SLIDING SCALE ROYALTYALL PRODUCTSYN100.00000000 % of PRODRoy Percent:Deduction:STANDARDGas: Royalty:Min Pay:Prod/Sales:S/S OIL: Min:Max:Div:Prod/Sales:Other Percent:Min:Prod/Sales:Paid to:LESSOR (M)Paid by:AFTER EAF(C)		
CROWN SLIDING SCALE ROYALTYALL PRODUCTS       Y       N       100.0000000 % of PROD         Roy Percent:       Deduction:       STANDARD         Gas: Royalty:       Min Pay:       Prod/Sales:         S/S OIL: Min:       Max:       Div:       Prod/Sales:         Other Percent:       Min:       Prod/Sales:         Paid to:       LESSOR       (M)       Paid by:       AFTER EAF(C)		
CROWN SLIDING SCALE ROYALTYALL PRODUCTS       Y       N       100.0000000 % of PROD         Roy Percent:       Deduction:       STANDARD         Gas: Royalty:       Min Pay:       Prod/Sales:         S/S OIL: Min:       Max:       Div:       Prod/Sales:         Other Percent:       Min:       Prod/Sales:         Paid to:       LESSOR       (M)       Paid by:       AFTER EAF(C)		
Deduction:       STANDARD         Gas: Royalty:       Min Pay:       Prod/Sales:         S/S OIL: Min:       Max:       Div:       Prod/Sales:         Other Percent:       Min:       Prod/Sales:         Paid to:       LESSOR (M)       Paid by:       AFTER EAF(C)		
Gas: Royalty:Min Pay:Prod/Sales:S/S OIL: Min:Max:Div:Prod/Sales:Other Percent:Min:Prod/Sales:Paid to:LESSOR (M)Paid by:AFTER EAF(C)		
S/S OIL: Min:     Max:     Div:     Prod/Sales:       Other Percent:     Min:     Prod/Sales:       Paid to:     LESSOR (M)     Paid by:     AFTER EAF(C)		
Other Percent:     Min:     Prod/Sales:       Paid to:     LESSOR (M)     Paid by:     AFTER EAF(C)		
Paid to: LESSOR (M) Paid by: AFTER EAF(C)		
AB ENERGY 100.0000000 MANITOK 15.00000000		
BONAVISTA EN C 85.0000000		
M00671 LICENCE CR Eff: Mar 06, 1997 0.000 C00403 G No BPEN TWP	2 42 BGE	E 6 W5M SEC 2

0.000 BONAVISTA

0.000 MANITOK

Exp: Mar 05, 2002

Ext: 15

BPEN 100.00000000 TWP 42 RGE 6 W5M SEC 2 (100/05-02-042-06-W5/00 PENALTY WELL- WORKOVERS)

PEN

5497030013

Sub: H

ACTIVE

Page Number		, 2018 EPORTED IN ACR	ES**		MANITOK ENER Mineral Propert WILL GR #2 - FINAL	ty Report		Province: Area :	ALBERTA WILLESDEN	I GREEN
File Number File Status	Int Typ	pe Lessor Type pe / Lse No/Name		Gross		DOI Code	*		vietice / Diskto	11-1-1
Mineral Int	Operat	tor / Payor		Net	Doi Partner(s)	n		Lease Desc	ription / Rights	Held
(cont'd)										
M00671 <b>Sub:</b> H 100.00000000		VISTA EN C VISTA EN C <b>C</b> A	ount Acreage =	- No	Total Rental: 0.00				- Related Conti	acts
		Status DEVELOPED	Dev:	<b>Acres</b> 0.000	<b>Net</b> 0.000 <b>Undev:</b>	<b>Acres</b> 0.000	<b>Net</b> 0.000	C00403 G C01157 E	FARMOUT ROYALTY	Oct 22, 2004 May 19, 2017
			2011	0.000		0.000	0.000	Well (		tatus/Type
								100/05-02-04	42-06-W5/00 SI	ISP/OII
		Royalty Type GROSS OVERR	IDING ROYALT	Product Ty			rod/Sales 00 % of SALES	-	12 00 110,00 00	
		GROSS OVERR Roy Percent Deduction:	: 4.0000000 NO	Product Ty Y ALL PROD	ype Sliding Scale Co DUCTS N	N 15.000000	00 % of SALES		+2 00 110/00 00	
		GROSS OVERR Roy Percent Deduction: Gas: Royalt	: 4.0000000 NO y:	Product Ty Y ALL PROD	ype Sliding Scale Co DUCTS N Min Pay:	N 15.000000 Pro	00 % of SALES		12 00 110,00 00	
		GROSS OVERR Roy Percent Deduction:	: 4.0000000 NO <b>y:</b> I:	Product Ty Y ALL PROD	ype Sliding Scale Co DUCTS N	N 15.000000 Pro Pro	00 % of SALES	_	12 00 110,00 00	
		GROSS OVERR Roy Percent Deduction: Gas: Royalt S/S OIL: Min	:: 4.0000000 NO y: nt: TO (C)	Product Ty Y ALL PROD	ype Sliding Scale Co OUCTS N Min Pay: Div:	N 15.000000 Pro Pro Pro	00 % of SALES od/Sales: od/Sales: od/Sales:	_	12 00 110/00 00	
		GROSS OVERR Roy Percent Deduction: Gas: Royalty S/S OIL: Mir Other Perce Paid to: PD PSK ROYALTY ROYALTY ROYALTY ROYALT ROYALT ROYALT WITH TH PETROL	:: 4.0000000 NO NO y: i: nt: TO (C) ( 11 EDUCTIONS - (C) UCTIONS WH/ EMARKS - OCT Y DETERMINA Y) OF ROYALT IE WORDS - "P EUM SUBSTAN	Product Ty Y ALL PROD 0 Max: 00.00000000 Oct 18, 2017 ATSOEVER 18, 2017 TION POINT IN Y PROCEDURE OINT OF SALE" ICES ARE SOLI	ype Sliding Scale Co DUCTS N Min Pay: Div: Min: Paid by: PDB <sup>v</sup>	N 15.000000 Pro Pro Y (C) 100.000000 CATION OF OVER PLACED WITH TH VILL BE A POINT W TO A THIRD PARTY	00 % of SALES od/Sales: od/Sales: od/Sales: 000 RIDING E WORDS /HERE THE			

Report Date: Page Number	: 27	, 2018 EPORTED IN A	CRES**		MANITOK ENE Mineral Proper WILL GR #2 - FINA	rty Report		Province: Area :	ALBERTA WILLESDEM	I GREEN
File Number File Status Mineral Int	Int Typ	vpe Lessor Ty be / Lse No/Na tor / Payor	•	Gross	Oper.Cont. ROFR Doi Partner(s)	DOI Code	*	Lease Desc	ription / Rights	Held
(cont'd) M00671	Н	Roy Perc Deductio Gas: Roy	n: STANDARD alty:	-	Min Pay:	P	rod/Sales:			
		S/S OIL: I Other Per		Max:	Div: Min:		rod/Sales: rod/Sales:			
		Paid to: AB ENERG	LESSOR (M) Y 100.	0000000	<b>Paid by:</b> BPE BONAVISTA MANITOK	EN (C) 100.00000	0000			
M00671 Sub: E ACTIVE	LICENCE CR <b>Eff:</b> Mar 06, 1997 WI <b>Exp:</b> Mar 05, 2002 5497030013 <b>Ext:</b> 15 BONAVISTA EN C			640.000	C00403 B No MANITOK BONAVISTA EN C		ALL PNG FI BASE JURA	E 6 W5M SEC - ROM BASE CAF SSIC IN GLAUCONIT	IDIUM TO	
100.00000000	BONA	VISTAENC			Total Rental: 896.00	)			- Related Contr	acts
		Status DEVELOPED	Dev:	<b>Acres</b> 320.000	<b>Net</b> 48.000 <b>Undev:</b>	Acres 320.000	<b>Net</b> 48.000	C00312 A C00403 B C01157 F	P&S FARMOUT ROYALTY	Sep 29, 2016 (I) Oct 22, 2004 May 19, 2017
	-			Roya	alty / Encumbrances			Well		tatus/Type
		Royalty Type GROSS OVE Roy Perc Deductio	RRIDING ROYALTY ent: 4.00000000	Product T All PROD			Prod/Sales 000 % of SALES	102/14-11-0	42-06-W5/02 FL 42-06-W5/00 PL 42-06-W5/00 DF	JMPING/OIL
		Gas: Roy S/S OIL: I	alty:		Min Pay:	P	rod/Sales:			

Report Date: Page Number	Oct 17, 2018 : 28 ** REPORTED IN ACRES**		IANITOK ENE lineral Prope		Province:	ALBERTA
		W	ILL GR #2 - FIN	AL (R1)	Area :	WILLESDEN GREEN
File Number File Status Mineral Int	Lse Type Lessor Type Int Type / Lse No/Name	Gross	er.Cont. ROFR	DOI Code		vintion / Division Hold
winerai mu	Operator / Payor	Net Do	i Partner(s)		Lease Desc	ription / Rights Held
(cont'd)	Other Percent:	Max:	Div: Min:	Prod/Sales: Prod/Sales:		
	<b>Paid to:</b> PDTO ( PSK ROYALTY	C) 100.0000000	<b>Paid by:</b> PD MANITOK	BY (C) 100.0000000		
M00671	ROYALTY) OF RC WITH THE WORD PETROLEUM SUE	MINATION POINT IN CLA DYALTY PROCEDURE AF IS - "POINT OF SALE" WH ISTANCES ARE SOLD OF ANY GATHERING, TRE	RE DELETED AND F HICH FOR CLARITY R ARE TO BE SOLE		_	
	Royalty Type CROWN SLIDING SCALE Roy Percent: Deduction: STAI	Product Type ROYALTYALL PRODUC <sup>*</sup> NDARD	<b>Sliding Scale C</b> TS Y	Convertible % of Prod/Sales N 100.00000000 % of PROI	)	
	Gas: Royalty: S/S OIL: Min: Other Percent:	Max:	Min Pay: Div: Min:	Prod/Sales: Prod/Sales: Prod/Sales:		
	Paid to: LESSOR ( AB ENERGY	M) 100.00000000	<b>Paid by:</b> AF MANITOK BONAVISTA E	15.0000000		

Report Date:Oct 17, 2018Page Number:29

## MANITOK ENERGY. INC. Mineral Property Report

	** REPORTED IN A	ACRES**		WILL GR	-	L (R1)		Province: Area :	ALBERTA WILLESDEN	GREEN
File Number File Status Mineral Int	Lse Type Lessor T Int Type / Lse No/Na Operator / Payor		Gross	Oper.Cont. Doi Partner		DOI Code	*	Lease Des	cription / Rights	Held
M00671 <b>Sub:</b> A ACTIVE 100.00000000	LICENCE CR WI 5497030013 BONAVISTA EN C BONAVISTA EN C	Eff: Mar 06, 1997 Exp: Mar 05, 2002 Ext: 15 Count Acreage = N	0.000 0.000	C00403 E MANITOK BONAVISTA Total Rental:	NEN C	AFTER EARN 30.00000000 70.00000000		ALL PNG F BASE ROO EXCL PNG	GE 6 W5M NE 12 FROM BASE CAF CK_CREEK à IN GLAUCONIT /16-12-042-06W5	DIUM TO C_A
	Status	5	Acres	Net		Acres	Net	,		
		Dev:	0.000 Roya	0.000 alty / Encumb	Undev:	0.000	0.000	C00312 A C00403 E C00940 B	P&S FARMOUT ROYALTY	acts Sep 29, 2016 (I) Oct 22, 2004 Jan 06, 2009
	nked> Royalty Typ 0940 B GROSS OVE Roy Per Deduction Gas: Ro S/S OIL: Other Per	ERRIDING ROYALTY cent: on: UNKNOWN yalty: 15.00000000 Min: 5.00000000	Product Ty ALL PROD Max: 1	Min 5.00000000	-	N 25.0000000 Proc 8.6365 Proc	od/Sales 0 % of PROD d/Sales: d/Sales: d/Sales:	C01157 G	ROYALTY	May 19, 2017
	Paid to: BONAVIST	PDTO (C) FA EN C 100.0	0000000	BON	I <b>by:</b> PDB IAVISTA EN IITOK					
	nked> Royalty Typ 1157 G GROSS OVE Roy Per Deductic	ERRIDING ROYALTY cent: 4.00000000	Product Ty ALL PROD		<b>g Scale Co</b> N		od/Sales 0 % of SALES			
	Gas: Ro S/S OIL: Other Pe	yalty: Min:	Max:		Pay: Div: Min:	Pro	d/Sales: d/Sales: d/Sales:			

	** REPORTED IN ACRES**		Mineral Property	•	Province:		
			WILL GR #2 - FINAL (	R1)	Area :	WILLESDEN GREEN	
File Number File Status Mineral Int	Lse Type Lessor Type Int Type / Lse No/Name Operator / Payor	Gross	Oper.Cont. ROFR Doi Partner(s) *	DOI Code		vintion / Pighto Hold	
(cont'd)		Net			Lease Description / Rights Held		
M00671	A <b>Paid to:</b> PDTO (C) PSK ROYALTY	100.00000000	<b>Paid by:</b> PDBY MANITOK	(C) 100.0000000			
	ROYALTY) OF ROYA WITH THE WORDS PETROLEUM SUBS	VHATSOEVER Dct 18, 2017 NATION POINT IN ALTY PROCEDURE "POINT OF SALE" FANCES ARE SOLE ANY GATHERING, Product Ty DYALTYALL PROD	O OR ARE TO BE SOLD TO TREATING OR PROCESSIN TOPE Sliding Scale Conv	ACED WITH THE WORDS L BE A POINT WHERE THE A THIRD PARTY IG			
	Other Percent:		Min:	Prod/Sales:			
	Paid to: LESSOR (M)		Paid by: AFTER	EAF(C)			

30.00000000

70.0000000

ALL PNG FROM BASE CARDIUM TO

BASE ROCK\_CREEK

CS LAND Version: 11.1.4

WI

5497030013

Exp: Mar 05, 2002

Ext: 15

480.000 MANITOK

144.000 BONAVISTA EN C

Sub: B

ACTIVE

-	Report Date: Oct 17, 2018 Page Number: 31 ** REPORTED IN ACRES**					OK ENERO Property #2 - FINAL (	Report	Province: Area :	ALBERTA WILLESDEI	N GREEN	
File Status I	nt Typ	pe Lessor Type e / Lse No/Name or / Payor		Gross	Oper.Cont.		DOI Code	*	Lease Des	scription / Rights	s Held
(cont'd)											
		/ISTA EN C /ISTA EN C			Total Rental:	672.00				IN GLAUCONIT	
		Status DEVELOPED	Dev:	<b>Acres</b> 160.000	<b>Net</b> 48.000	Undev:	<b>Acres</b> 320.000	<b>Net</b> 96.000	C00312 A C00403 D C00940 A C01157 I	Related Cont P&S FARMOUT ROYALTY ROYALTY	racts Sep 29, 2016 (I) Oct 22, 2004 Jan 06, 2009 May 19, 2017
	_			Roya	alty / Encumb	rances					-
		Royalty Type GROSS OVERRID Roy Percent: Deduction: Gas: Royalty:	UNKNOWN	Product T ALL PROD	•• •		N 25.00000	Prod/Sales 000 % of PROD rod/Sales:	Wel 100/11-12-	1 <b>U.W.I.</b> 042-06-W5/00 FI	Status/Type _OWING/OIL
		S/S OIL: Min: Other Percent	5.00000000	Max: 1	5.00000000	-	65 <b>P</b>	rod/Sales: rod/Sales: rod/Sales:			
		Paid to: PDT BONAVISTA EN	( )	0000000		<b>by:</b> PDBY AVISTA EN C ITOK	(C) 70.00000 30.00000				
		Royalty Type GROSS OVERRID Roy Percent:	4.00000000	Product T ALL PROD	•• •	j Scale Conv ∖		Prod/Sales 000 % of SALES			
		Deduction: Gas: Royalty: S/S OIL: Min: Other Percent		Max:	_	Pay: Div: Min:	P	rod/Sales: rod/Sales: rod/Sales:			
		Paid to: PDT	O (C)		Paid	by: PDBY	(C)				

Report Date: Oct 17, 2018 MANITOK ENERGY. INC. Page Number: 32 **Mineral Property Report** \*\* REPORTED IN ACRES\*\* Province: ALBERTA WILL GR #2 - FINAL (R1) Area WILLESDEN GREEN : 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) M00671 В PSK ROYALTY 100.00000000 MANITOK 100.00000000 **ROYALTY DEDUCTIONS - Oct 18, 2017** -NO DEDUCTIONS WHATSOEVER GENERAL REMARKS - Oct 18, 2017 ROYALTY DETERMINATION POINT IN CLAUSE 2.01 (QUANTIFICATION OF OVERRIDING ROYALTY) OF ROYALTY PROCEDURE ARE DELETED AND REPLACED WITH THE WORDS WITH THE WORDS - "POINT OF SALE" WHICH FOR CLARITY WILL BE A POINT WHERE THE PETROLEUM SUBSTANCES ARE SOLD OR ARE TO BE SOLD TO A THIRD PARTY DOWNSTREAM OF ANY GATHERING, TREATING OR PROCESSING Royalty Type Product Type Sliding Scale Convertible % of Prod/Sales CROWN SLIDING SCALE ROYALTYALL PRODUCTS 100.0000000 % of PROD Υ Ν **Roy Percent:** Deduction: STANDARD Min Pay: Prod/Sales: Gas: Royalty: S/S OIL: Min: Div: Prod/Sales: Max: **Other Percent:** Prod/Sales: Min: Paid to: LESSOR (M) Paid by: AFTER EAF(C) AB ENERGY 100.0000000 MANITOK 30.0000000 BONAVISTA EN C 70.00000000

M00671	LICENCE CR	Eff: Mar 06, 1997	640.000 C00403 F No	AFTER EARN	TWP 42 RGE 6 W5M NE 12
Sub: G	WI	Exp: Mar 05, 2002	160.000 MANITOK	15.0000000	ALL PNG FROM BASE ROCK_CREEK TO
ACTIVE	5497030013	<b>Ext:</b> 15	24.000 BONAVISTA EN C	85.0000000	BASE JURASSIC
	BONAVISTA EN C				(102/16-12-42-6W5/00 WELL)

Page Number		, 2018 EPORTED IN ACRE	ES**		MANITOK Mineral Pi				Province:	ALBERTA	
					WILL GR #2	- FINAL (F	R1)		Area :	WILLESDEN	GREEN
File Number File Status Mineral Int	Int Typ	vpe Lessor Type be / Lse No/Name tor / Payor		Gross	Oper.Cont. RO Doi Partner(s)	)FR *	DOI Code	*	Lease Desc	ription / Rights	Held
(cont'd)					()						
M00671											
<b>Sub:</b> G	BONA	VISTA EN C			Total Rental:	224.00					
	Dorwe				rotal rioritali	22 1.00				- Related Contra	icts
		Status DEVELOPED	Dev:	<b>Acres</b> 160.000	Net 24.000 L	Undev:	<b>Acres</b> 0.000	<b>Net</b> 0.000	C00312 A C00403 F C01157 H	P&S FARMOUT ROYALTY	Sep 29, 2016 ( Oct 22, 2004 May 19, 2017
ام	-	Povalty Typo			alty / Encumbran		rtible % of P	Prod/Salos	Well U 102/16-12-04	<b>J.W.I. S</b> i 42-06-W5/00 SU	
		Royalty Type GROSS OVERRII Roy Percent: Deduction:	4.00000000	Product Ty Y ALL PROD	ype Sliding Sc	cale Conve		Prod/Sales 000 % of SALE	102/16-12-04		
		GROSS OVERRII	4.00000000 NO	Product Ty Y ALL PROD	ype Sliding Sc	cale Conve N	I 15.000000		102/16-12-04		
		GROSS OVERRII Roy Percent: Deduction:	4.00000000 NO	Product Ty Y ALL PROD	ype Sliding So DUCTS N	cale Conve	N 15.000000 Pr	000 % of SALE	102/16-12-04		
		GROSS OVERRII Roy Percent: Deduction: Gas: Royalty	4.00000000 NO	Product Ty Y ALL PROD	ype Sliding So DUCTS N Min Pay	cale Conve N /: :	l 15.000000 Pr Pr	000 % of SALE	102/16-12-04		a <b>tus/Type</b> SP/OIL
		GROSS OVERRII Roy Percent: Deduction: Gas: Royalty S/S OIL: Min:	4.00000000 NO : tt:	Product Ty Y ALL PROD	ype Sliding So DUCTS N Min Pay Div: Min:	cale Conve	l 15.000000 Pr Pr	000 % of SALE od/Sales: od/Sales: od/Sales:	102/16-12-04		
		GROSS OVERRII Roy Percent: Deduction: Gas: Royalty S/S OIL: Min: Other Percent Paid to: PDT PSK ROYALTY ROYALTY ROYALTY ROYALTY WITH TH PETROLE	4.00000000 NO : : : : : : : : : : : : : : : : : :	Product Ty ALL PROD ALL PROD Max: 00.00000000 00.00000000 00.000000000	ype Sliding So DUCTS N Min Pay Div: Min Paid by:	Cale Conve	I 15.000000 Pr Pr (C) 100.000000 100.000000 I 00.000000 I 00.0000000 I 00.000000 I 00.000000 I 00.0000000 I 00.000000 I 00.000000 I 00.000000 I 00.000000 I 00.000000 I 00.000000 I 00.000000 I 00.00000 I 00.00000 I 00.00000 I 00.00000 I 00.00000 I 00.000000 I 00.00000 I 00.000000 I 00.000000 I 00.000000 I 00.000000 I 00.000000 I 00.00000 I 00.00000 I 00.0000 I 00.00000 I 00.0000 I 00.0000 I 00.00000 I 00.0000 I 00.00000 I 00.0000 I 00.0000 I	00 % of SALE od/Sales: od/Sales: od/Sales: 000 RRIDING IE WORDS VHERE THE	102/16-12-04		

Report Date: Page Number	: 34	, 2018 EPORTED IN A	ACRES**		Mineral		RGY. INC. y Report . (R1)		Provinc Area	e: :	ALBERTA WILLESDEN	GREEN
File Number File Status Mineral Int	Int Typ	/pe Lessor Ty pe / Lse No/Na tor / Payor		Gross	Oper.Cont. Doi Partner		DOI Code	*	Lease D	Desci	ription / Rights	Held
(cont'd) M00671	G	CROWN SLI Roy Perc Deductio Gas: Roy S/S OIL: Other Pe	n: STANDARD valty: Min:	TYALL PROE	Min	۲ Pay: Div: Min:	Pro Pro	000 % of PROD od/Sales: od/Sales: od/Sales:				
		Paid to: AB ENERG	LESSOR (M) Y 100.	0000000	MAN	I <b>by:</b> AFTE IITOK IAVISTA EN	R EAF(C) 15.000000 C 85.000000					
M00696 Sub: B ACTIVE	WI 54980	CE CR 60057 VISTA EN C	Eff: Jun 25, 1998 Exp: Jun 24, 2003 Ext: 15		C00503 B MANITOK BONAVISTA		AFTER EARN 20.00000000 80.00000000		ALL PN	G FR	E 6 W5M NE 13 OM BASE VIKII RASSIC	NG_ZONE
100.00000000			Dev:	<b>Acres</b> 160.000	Total Rental Net 32.000	224.00 Undev:	<b>Acres</b> 0.000	<b>Net</b> 0.000	C00312 C00503 C01157	A B	Related Contra P&S FARMOUT ROYALTY	acts Sep 29, 2016 (I) Jun 15, 2006 May 19, 2017
		Royalty Type		Product T		g Scale Co		rod/Sales		13-04	<b>J.W.I. S</b> I2-06-W5/00 PU I2-06-W5/00 FL	
CC	00503 B	GROSS OVE Roy Perc Deductio Gas: Roy S/S OIL:	n: YES valty: 15.00000000	ALL PROE		۲ Pay:		000 % of PROD				

Report Date: Page Numbe	r: 35	2018 PORTED IN ACRES	**		MANITOK E Mineral Pro WILL GR #2 - I	Province: Area :	ALBERTA WILLESDEN GREEN		
File Number File Status Mineral Int	Int Typ	pe Lessor Type e / Lse No/Name or / Payor		Gross	Oper.Cont. ROFF Doi Partner(s)	8 D	OI Code *	Lease Desc	ription / Rights Held
(cont'd)		Other Percent:	5.00000000 15	<b>Max:</b> 1	5.00000000 Div: Min:	1/23.8365	Prod/Sales: Prod/Sales:		
		<b>Paid to:</b> PDTO PSK ROYALTY	( )	.00000000	<b>Paid by:</b> MANITOK BONAVIST	AFTER EA	F(C) 20.00000000 80.00000000		
		ROYALTY DED -SAME AS (	<b>UCTIONS -</b> CROWN - MAX.	. 50%					
M00696	B_			Roya	lty / Encumbrance	s		-	
	L <b>inked&gt;</b> 01157 J	Royalty Type GROSS OVERRIDII Roy Percent: Deduction:	NG ROYALTY 4.00000000 NO	Product Ty ALL PROD		e Converti N	ble % of Prod/Sales 20.00000000 % of SALES		
		Gas: Royalty: S/S OIL: Min: Other Percent:		Max:	Min Pay: Div: Min:		Prod/Sales: Prod/Sales: Prod/Sales:		
		<b>Paid to:</b> PDTO PSK ROYALTY	( )	.00000000	<b>Paid by:</b> MANITOK	PDBY	(C) 100.0000000		
		GENERAL REM ROYALTY E ROYALTY) WITH THE	CTIONS WHATS IARKS - Oct 18 DETERMINATIC OF ROYALTY F WORDS - "POII	SOÉVER 8, <b>2017</b> DN POINT IN PROCEDURE NT OF SALE'	ARE DELETED A	ND REPLAC RITY WILL B	ON OF OVERRIDING ED WITH THE WORDS E A POINT WHERE THE		

Page Number	: 36 ** REPORTED IN A	CRES**		Mineral WILL GR	-	y Report		Province: Area :	ALBERTA WILLESDEN	IGREEN
File Number File Status	Lse Type Lessor Ty Int Type / Lse No/Nar	•	Gross	Oper.Cont.	ROFR	DOI Code	*			
Mineral Int	Operator / Payor		Net	Doi Partner(	s) *		*	Lease Desc	ription / Rights	Held
(cont'd)										
M00696	В									
			Roya	alty / Encumb	rances			-		
	Royalty Type CROWN SLIE Roy Perc	ING SCALE ROYAL	Product T TYALL PROD		JScale Cor		rod/Sales 000 % of PROD			
	Deduction Gas: Roy S/S OIL: I Other Per	alty: Min:	Max:		Pay: Div: Ain:	Pro	od/Sales: od/Sales: od/Sales:			
	Paid to: AB ENERG`	LESSOR (M) Y 100	0.00000000	MAN	<b>by:</b> AFTE ITOK AVISTA EN (	20.000000				
/00696 Gub: C ACTIVE	LICENCE CR WI 5498060057	Eff: Jun 25, 1998 Exp: Jun 24, 2003 Ext: 15	160.000	C00503 B MANITOK BONAVISTA		AFTER EARN 20.00000000 80.00000000			E 6 W5M NW 13 ROM BASE VIKI IRASSIC	
	BONAVISTA EN C									
000000000000000000000000000000000000000	QUESTFIRE ENER			Total Rental:	224.00			 C00312 A	Related Contra P&S	acts Sep 29, 2016 (I)
	<b>Status</b> DEVELOPED	Dev:	<b>Acres</b> 160.000	<b>Net</b> 32.000	Undev:	<b>Acres</b> 0.000	<b>Net</b> 0.000	C00503 B C01157 J C00503 A	FARMOUT ROYALTY FARMOUT	Jun 15, 2006 May 19, 2017 Jun 15, 2006
				alty / Encumb				Well U		tatus/Type

**	REPORTED IN ACRES**	Mineral Property Report WILL GR #2 - FINAL (R1)	Province: Area :	ALBERTA WILLESDEN GREEN
File Status Int T	Type Lessor Type ype / Lse No/Name rator / Payor	Exposure Oper.Cont. ROFR DOI Code Gross Net Doi Partner(s) * *	Lease Desc	ription / Rights Held
	<ul> <li>Royalty Type</li> <li>GROSS OVERRIDING ROYALTY</li> <li>Roy Percent:</li> <li>Deduction: YES</li> </ul>	Product Type Sliding Scale Convertible % of Prod/Sales ALL PRODUCTS Y N 100.00000000 % of PRO	D	
M00696 C	C         Gas: Royalty:         15.0000000           S/S OIL: Min:         5.00000000           Other Percent:         15	Min Pay:         Prod/Sales:           Max:         15.0000000         Div:         1/23.8365         Prod/Sales:           Min:         Prod/Sales:         Prod/Sales:         Prod/Sales:		
	Paid to: PDTO (C) PSK ROYALTY 10	Paid by:         AFTER EAF(C)           0.00000000         MANITOK         20.00000000           BONAVISTA EN C         80.00000000		
	ROYALTY DEDUCTIONS - SAME AS CROWN - MAX	50%		
		Royalty / Encumbrances		
	<ul> <li>Royalty Type</li> <li>J GROSS OVERRIDING ROYALTY</li> <li>Roy Percent: 4.00000000</li> <li>Deduction: NO</li> </ul>	Product Type Sliding Scale Convertible % of Prod/Sales ALL PRODUCTS N N 20.00000000 % of SALE	S	
	Gas: Royalty: S/S OIL: Min: Other Percent:	Min Pay:Prod/Sales:Max:Div:Prod/Sales:Min:Prod/Sales:		
	Paid to: PDTO (C) PSK ROYALTY 10	Paid by:         PDBY         (C)           0.00000000         MANITOK         100.00000000		
		et 18, 2017		

•	age Number: 38 ** REPORTED IN ACRES**				ENERGY. INC operty Repor FINAL (R1)	Province: Area :	ALBERTA WILLESDEN	GREEN	
File Number File Status Mineral Int	Lse Type Lessor Ty Int Type / Lse No/Nan Operator / Payor		Gross	Oper.Cont. ROF Doi Partner(s)	R DOI Coo	le *	Lease Desc	ription / Rights	Held
(cont'd)									
M00696	WITH PETRO	THE WORDS - "PC	NINT OF SALE	" WHICH FOR CLA D OR ARE TO BE 3	AND REPLACED WI RITY WILL BE A PO SOLD TO A THIRD I ROCESSING	DINT WHERE THE			
	Roy Perce Deductior Gas: Roya	n: STANDARD alty:		OUCTS Y Min Pay:		% of Prod/Sales 00000000 % of PF Prod/Sales:	ROD		
	S/S OIL: N Other Per		Max:	Div: Min:		Prod/Sales: Prod/Sales:			
	Paid to: I AB ENERGY	LESSOR (M) Y 10	0.0000000	Paid by: MANITOR BONAVIS		0000000 0000000			
M00770 Sub: A ACTIVE	WI 0501080208	Eff: Aug 09, 2001 Exp: Aug 08, 2006 Ext: 15		C00503 A Yes MANITOK BONAVISTA EN G	20.0000	0000		E 6 W5M S 13 ROM BASE CAR SSIC	DIUM TO
100.00000000	BONAVISTA EN C BONAVISTA EN C			Total Rental:	448.00			- Related Contra	acts
	<b>Status</b> DEVELOPED	Dev:	<b>Acres</b> 320.000	<b>Net</b> 64.000 Ur	Acrea ndev: 0.00		C00312 A C00503 A C01157 K	P&S FARMOUT ROYALTY	Sep 29, 2016(I) Jun 15, 2006 May 19, 2017
			Roya	alty / Encumbranc	es		Well U 100/03-13-04	<b>J.W.I. S</b> 42-06-W5/00 PL	<b>tatus/Type</b> MPING/GAS

** R	EPORTED IN ACRES**	Mineral Property Report WILL GR #2 - FINAL (R1)	Province: Area :	ALBERTA WILLESDEN GREEN
File Status Int Ty	ype Lessor Type pe / Lse No/Name ator / Payor	Exposure Oper.Cont. ROFR DOI Code Gross Net Doi Partner(s) * *	Lease Desc	ription / Rights Held
	Royalty Type GROSS OVERRIDING ROYALT Roy Percent: Deduction: YES	Product Type Sliding Scale Convertible % of Prod/Sales ALL PRODUCTS Y N 100.00000000 % of PF	ROD	
M00770 A		Min Pay:         Prod/Sales:           Max:         15.0000000         Div:         1/23.8365         Prod/Sales:           Min:         Prod/Sales:         Prod/Sales:         Prod/Sales:		
	Paid to: PDTO (C) PSK ROYALTY 10	Paid by:         AFTER EAF(C)           0.00000000         MANITOK         20.00000000           BONAVISTA EN C         80.00000000		
	ROYALTY DEDUCTIONS - SAME AS CROWN - MAX	50%		
		Royalty / Encumbrances		
	Royalty Type     GROSS OVERRIDING ROYALTY     Roy Percent: 4.00000000     Deduction: NO	Product Type Sliding Scale Convertible % of Prod/Sales ALL PRODUCTS N N 20.00000000 % of SA	ALES	
	Gas: Royalty: S/S OIL: Min: Other Percent:	Min Pay:Prod/Sales:Max:Div:Prod/Sales:Min:Prod/Sales:		
	Paid to: PDTO (C)	Paid by:         PDBY         (C)           0.00000000         MANITOK         100.00000000		
	PSK ROYALTY 10			

Report Date: Oct 17, 2018 Page Number: 40 ** REPORTED IN ACRES**		MANITOK ENERGY. INC. Mineral Property Report WILL GR #2 - FINAL (R1)					ALBERTA WILLESDEN GREEN	
File Number File Status Mineral Int	Lse Type Lessor T Int Type / Lse No/Na Operator / Payor		Gross	Oper.Cont. ROFR Doi Partner(s)	DOI Code	*	Lease Desci	ription / Rights Held
(cont'd)								
M00770	WITH PETF	ALTY) OF ROYALTY F I THE WORDS - "POII ROLEUM SUBSTANCE INSTREAM OF ANY G	NT OF SALE" S ARE SOLD	WHICH FOR CLARI	TY WILL BE A PO LD TO A THIRD P	NT WHERE THE		
	Royalty Type CROWN SLI Roy Perc Deductic Gas: Roy S/S OIL: Other Pe	DING SCALE ROYALT cent: on: STANDARD yalty: Min:	Product Ty YALL PRODU Max:			of Prod/Sales 0000000 % of PROD Prod/Sales: Prod/Sales: Prod/Sales:		
	<b>Paid to:</b> AB ENERG	LESSOR (M) iy 100.	0000000	<b>Paid by:</b> MANITOK BONAVISTA		0000000 0000000		
				Remarks				
	<b>Type</b> CONTINUE	<b>Date</b> Aug 08, 2007	APPENDIX	RTA ENERGY LETTE ON FILE, LEASE CO TO BASE JURASSIC	NTINUED INDEFI	5, 2007 AND AMENDED NITELY BELOW BASE TON 15 SEE FILE FOR		
M00787 <b>Sub:</b> A ACTIVE	PNG CR WI 0501080209	Eff: Aug 09, 2001 Exp: Aug 08, 2006 Ext: 15	640.000	C00503 A Yes MANITOK BONAVISTA EN C	AFTER EA 20.00000 80.00000	000		E 6 W5M SEC 14 OM BASE CARDIUM TO SSIC

Report Date: Oct 17, Page Number: 41 ** RE	2018 PORTED IN ACRES**		MANITOK ENERG Mineral Property I WILL GR #2 - FINAL (F	Report	Province: Area :	ALBERTA WILLESDEN GREEN
File Status Int Typ	pe Lessor Type e / Lse No/Name or / Payor	Gross	Oper.Cont. ROFR Doi Partner(s) *	DOI Code *	Lease Desc	ription / Rights Held
(cont'd)						
	/ISTA EN C /ISTA EN C		Total Rental: 896.00		 C00312 A	Related Contracts           P&S         Sep 29, 2016 (I)
	Status DEVELOPED Dev:	Acres 320.000	Net 64.000 Undev:	Acres         Net           320.000         64.000	C00503 A C01157 K	FARMOUT Jun 15, 2006 ROYALTY May 19, 2017
	Royalty Type GROSS OVERRIDING ROYALTY Roy Percent: Deduction: YES Gas: Royalty: 15.00000000 S/S OIL: Min: 5.0000000 Other Percent: 15 Paid to: PDTO (C)	Product Ty ALL PROD		I 100.00000000 % of PROD Prod/Sales: 5 Prod/Sales: Prod/Sales:		J.W.I. Status/Type 42-06-W5/00 FLOWING/OIL 42-06-W5/00 FLOWING/OIL
	PSK ROYALTY 100. ROYALTY DEDUCTIONS -	00000000	MANITOK BONAVISTA EN C	20.0000000 80.0000000		
	SAME AS CROWN - MAX S Royalty Type GROSS OVERRIDING ROYALTY Roy Percent: 4.0000000 Deduction: NO	Product Ty ALL PROD	UCTS N N	I 20.00000000 % of SALES		
	Gas: Royalty: S/S OIL: Min:	Max:	Min Pay: Div:	Prod/Sales: Prod/Sales:		

Report Date: Oct 17, 2018 MANITOK ENERGY. INC. Page Number: 42 **Mineral Property Report** \*\* REPORTED IN ACRES\*\* Province: ALBERTA Area WILLESDEN GREEN WILL GR #2 - FINAL (R1) : 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) Other Percent: Min: Prod/Sales: Paid to: PDTO (C) Paid by: PDBY (C) PSK ROYALTY MANITOK 100.00000000 100.00000000 **ROYALTY DEDUCTIONS - Oct 18, 2017** -NO DEDUCTIONS WHATSOEVER **GENERAL REMARKS - Oct 18, 2017** ROYALTY DETERMINATION POINT IN CLAUSE 2.01 (QUANTIFICATION OF OVERRIDING ROYALTY) OF ROYALTY PROCEDURE ARE DELETED AND REPLACED WITH THE WORDS WITH THE WORDS - "POINT OF SALE" WHICH FOR CLARITY WILL BE A POINT WHERE THE PETROLEUM SUBSTANCES ARE SOLD OR ARE TO BE SOLD TO A THIRD PARTY DOWNSTREAM OF ANY GATHERING. TREATING OR PROCESSING M00787 А Royalty / Encumbrances Sliding Scale Convertible Royalty Type Product Type % of Prod/Sales CROWN SLIDING SCALE ROYALTYALL PRODUCTS Υ 100.00000000 % of PROD Ν **Roy Percent:** Deduction: STANDARD Gas: Royalty: Min Pay: Prod/Sales: S/S OIL: Min: Max: Div: Prod/Sales: Other Percent: Min: Prod/Sales: Paid to: LESSOR (M) Paid by: AFTER EAF(C) **AB ENERGY** MANITOK 20.00000000 100.00000000 BONAVISTA EN C 80.00000000 Remarks Type Date Description CONTINUE Aug 08, 2007 LETTER ON FILE DATED JUNE 6/07 AND AMENDED APPENDIX ON FILE

Report Date: Page Number	: 43	2018 PORTED IN	ACRES*	e		MANITOK ENE Mineral Prope	rty Report		Province:	ALBERTA	
File Number File Status Mineral Int	Int Type	e Lessor⊺ e / Lse No/N or / Payor			Gross	WILL GR #2 - FIN/ Oper.Cont. ROFR Doi Partner(s)	AL (R1) DOI Code *	*	Area : Lease Desc	WILLESDEN	
(cont'd)											
M00787	А_					Remarks			_		
		Туре	Date			ON ING LEASE CONTINUA CUNDER SECTION 15 C					
M00773 <b>Sub:</b> A ACTIVE	LICENC WI 5497070	0089		Jul 23, 1997 Jul 22, 2001 I 5	640.000 640.000 128.000	MANITOK	AFTER EARN 20.00000000 80.00000000	)		E 6 W5M SEC 1 ROM BASE CAF G_ZONE	-
100.00000000	-	ISTA EN C FIRE ENER				Total Rental: 896.00	C				acts
		<b>Status</b> UNDEVELO	PED D	ev:	<b>Acres</b> 0.000	<b>Net</b> 0.000 <b>Undev:</b>	<b>Acres</b> 640.000	<b>Net</b> 128.000	C00312 A C00503 C C01157 L	P&S FARMOUT ROYALTY	Sep 29, 2016(I Jun 15, 2006 May 19, 2017
	_				Roy	alty / Encumbrances			_		
		Roy Per Deducti Gas: Ro S/S OIL:	ERRIDIN cent: on: oyalty: : Min:	G ROYALTY YES 15.00000000 5.00000000	Product T ALL PROI	Min Pay: 15.00000000 Div: 1/2	N 100.0000 F 3.8365 F	Prod/Sales			
		Other Po Paid to: PSK ROY	ercent: PDTO ALTY	(C)	0000000	<b>Min:</b> <b>Paid by:</b> AF <sup>-</sup> MANITOK BONAVISTA EI	TER EAF(C) 20.0000				

File Status       Int Type / Lse No/Name       Gross         Wineral Int       Operator / Payor       Net Doi Partner(s)       *       Lease Description / Rights Held         (cont/d)       (cont/d)         M00773       A       ROYALTY DEDUCTIONS - SAME AS CROWN - MAX. 50%         cLinkeds       Royalty Type       Product Type       Stiding Scale       Convertible % of Prod/Sales         C01157 L       GROSS OWERRIDING ROVALTY       ALL PRODUCTS       N       20.0000000 % of SALES         Roy Percent:       4.0000000       Deduction:       NO       20.0000000 % of SALES         Roy Percent:       4.0000000       Deduction:       NO       20.0000000 % of SALES         Gas: Royalty:       Min Pay:       Prod/Sales:       Other Percent:       Min:         Other Percent:       Min:       Prod/Sales:       Other Percent:       No 0E0UCTIONS - oci 18, 2017         -NO DEDUCTIONS - Oci 18, 2017       -NO DEDUCTIONS - Oci 18, 2017       No 0E0UCTIONS - Oci 18, 2017       No 0E0UCTIONS - Oci 18, 2017         -NO DEDUCTIONS - Oci 18, 2017       ROYALTY DETERMINATION POINT IN CLAUSE 2.01 (QUANTIFICATION OF OVERRIDING ROYALTY DETERMINATION POINT IN CLAUSE 2.01 (QUANTIFICATION OF OVERRIDING ROYALTY DETERMINATION POINT IN CLAUSE 2.01 (QUANTIFICATION THE POINT WHERE THE PETROLEUM SUSTANCES ARE SOLD OR ARE TO DES SOLD OT A THIRD PARTY DOWNSTREAM OF ANY GATHERING OR PROCESSING	Report Date: Oct 17, 2018 Page Number: 44 ** REPORTED IN ACRES**		Μ	ANITOK ENEF lineral Propert ILL GR #2 - FINAL	Province: Area :	ALBERTA WILLESDEN GREEN	
M00773       A         CVALTY DEDUCTIONS - -SAME AS CROWN - MAX. 50%         Image: Source of the set of colspan="2">Convertible % of Prod/Sales         Col157L       GROSS OVERITIDING ROYALTY GROSS OVERITIDING ROYALTY Bodict of the product of the set of th	File Status Ir	nt Type / Lse No/Name	Gross	Gross			ription / Rights Held
ROYALTY DEDUCTIONS - SAME AS CROWN - MAX. 50% <linked>       Royalty Type       Product Type       Sliding Scale       Convertible       % of Prod/Sales         C01157 L       GROSS OVERNIDING ROYALTY       ALL PRODUCTS       N       20.00000000       % of SALES         Roy Percent:       4.00000000       Deduction:       NO       20.00000000       % of Prod/Sales:         Sis Oli: Min:       Mo       Min Pay:       Prod/Sales:       Prod/Sales:         Other Percent:       Min Pay:       Prod/Sales:         Other Percent:       Min:       Prod/Sales:         Paid to:       PDTO       (C)       Paid by:       PDEY       (C)         PSK ROYALTY       100.00000000       MANITOK       100.0000000       MANITOK       100.0000000         ROYALTY DEDUCTIONS - Oct 18, 2017       -       -NO DEDUCTIONS WHATSOEVER       States Partice Prod/Sales       MANITOK       100.00000000         ROYALTY DEDUCTIONS - Oct 18, 2017       -NO DEDUCTIONS WHATSOEVER       States Partice Part</linked>	(cont'd)						
C01157 L GROSS OVERRIDING ROYALTY ALL PRODUCTS N N 20.0000000 % of SALES Roy Percent: 4.0000000 Deduction: NO Gas: Royalty: Min Pay: Prod/Sales: S/S OIL: Min: Max: Div: Prod/Sales: Other Percent: Min: Prod/Sales: Other Percent: Min: Prod/Sales: Paid to: PDTO (C) Paid by: PDBY (C) PSK ROYALTY 100.0000000 MANITOK 100.0000000 ROYALTY DEDUCTIONS - Oct 18, 2017 -NO DEDUCTIONS WHATSOEVER GENERAL REMARKS - Oct 18, 2017 ROYALTY DETERMINATION POINT IN CLAUSE 2.01 (QUANTIFICATION OF OVERRIDING ROYALTY DETERMINATION POINT IN CLAUSE 2.01 (QUANTIFICATION OF OVERRIDING ROYALTY OF ROYALTY PROCEDURE ARE DELETED AND REPLACED WITH THE WORDS WITH THE WORDS - "POINT OF SALE" WHICH FOR CLARITY WILL BE A POINT WHERE THE PETROLEUM SUBSTANCES ARE SOLD OR ARE TO BE SOLD TO A THIRD PARTY DOWNSTREAM OF ANY GATHERING, TREATING OR PROCESSING ROYALTY IPP Royalty Type Product Type Sliding Scale Convertible % of Prod/Sales CROWN SLIDING SCALE ROYALTYALL PRODUCTS Y N 100.0000000 % of PROD Roy Percent: Deduction: STANDARD Gas: Royalty: Min Pay: Prod/Sales: S/S OIL: Min: Max: Div: Prod/Sales:	M00773	ROYALTY DEDUCT					
SYS OLL: Min:       Max:       Div:       Prod/Sales:         Other Percent:       Min:       Prod/Sales:         Paid to:       PDTO       (C)       Paid by:       PDBY       (C)         PSK ROYALTY       100.0000000       MANITOK       100.0000000       MANITOK       100.0000000         ROYALTY DEDUCTIONS - Oct 18, 2017         -NO DEDUCTIONS WHATSOEVER         GENERAL REMARKS - Oct 18, 2017       ROYALTY DETERMINATION POINT IN CLAUSE 2.01 (QUANTIFICATION OF OVERRIDING ROYALTY) OF ROYALTY PROCEDURE ARE DELETED AND REPLACED WITH THE WORDS WITH THE WORDS - "POINT OF SALE" WHICH FOR CLARITY WILL BE A POINT WHERE THE PETROLEUM SUBSTANCES ARE SOLD OR ARE TO BE SOLD TO A THIRD PARTY DOWNSTREAM OF ANY GATHERING, TREATING OR PROCESSING         Royalty Type       Product Type       Sliding Scale       Convertible       % of Prod/Sales         CROWN SLIDING SCALE ROYALTYALL PRODUCTS       Y       N       100.00000000 % of PROD         Roy       STANDARD       Y       <		157 L GROSS OVERRIDING I Roy Percent: 4.0	ROYALTY ALL PRODUCT	•		5	
Other Percent:       Min:       Prod/Sales:         Paid to:       PDTO       (C)       100.0000000       MANITOK       100.0000000         PSK ROYALTY       100.0000000       MANITOK       100.0000000       100.0000000         ROYALTY DEDUCTIONS - Oct 18, 2017       -NO DEDUCTIONS WHATSOEVER       -NO DEDUCTIONS WHATSOEVER       -NO DEDUCTIONS WHATSOEVER         GENERAL REMARKS - Oct 18, 2017       -NO DEDUCTIONS WHATSOEVER       -ROYALTY DETEMINATION POINT IN CLAUSE 2.01 (QUANTIFICATION OF OVERRIDING ROYALTY) OF ROYALTY PROCEDURE ARE DELETED AND REPLACED WITH THE WORDS with THE WORDS - "POINT OF SALE" WHICH FOR CLARITY WILL BE A POINT WHERE THE PETROLEUM SUBSTANCES ARE SOLD OR ARE TO BE SOLD TO A THIRD PARTY DOWNSTREAM OF ANY GATHERING, TREATING OR PROCESSING         Royalty Type       Product Type       Siding Scale       Convertible       % of Prod/Sales         CROWN SLIDING SCALE ROYALTYALL PRODUCTS       Y       N       100.0000000 % of PROD         Roy Percent:       Deduction:       STANDARD       Y       N       100.0000000 % of PROD         Royalty:       MIN Pay:       Prod/Sales:       S/S OIL: Min:       Max:       Div:       Prod/Sales:				-			
Paid to:       PDTO       (C)       Paid by:       PDBY       (C)         PSK ROYALTY       100.0000000       MANITOK       100.0000000         ROYALTY DEDUCTIONS - Oct 18, 2017         -NO DEDUCTIONS WHATSOEVER         GENERAL REMARKS - Oct 18, 2017         ROYALTY DETERMINATION POINT IN CLAUSE 2.01 (QUANTIFICATION OF OVERRIDING         ROYALTY DETERMINATION POINT IN CLAUSE 2.01 (QUANTIFICATION OF OVERRIDING         ROYALTY DETERMINATION FOR CLAUSE 2.01 (QUANTIFICATION OF OVERRIDING         ROYALTY DETERMINATION POINT IN CLAUSE 2.01 (QUANTIFICATION OF OVERRIDING         ROYALTY DETERMINATION POINT IN CLAUSE 2.01 (QUANTIFICATION OF OVERRIDING         ROYALTY DETERMINATION POINT IN CLAUSE 2.01 (QUANTIFICATION OF OVERRIDING         ROYALTY DETERMINATION POINT IN CLAUSE 2.01 (QUANTIFICATION OF OVERRIDING         ROYALTY DETERMINATION POINT IN CLAUSE 2.01 (QUANTIFICATION OF OVERRIDING         ROYALTY DETERMINATION POINT OF SALE:         WITH THE WORDS         WITH THE WORDS         CROWNSTREAM OF ANY GATHERING, TREATING OR PROCESSING			Max:				
PSK ROYALTY       100.0000000       MANITOK       100.0000000         ROYALTY DEDUCTIONS - Oct 18, 2017       -NO DEDUCTIONS WHATSOEVER         GENERAL REMARKS - Oct 18, 2017       ROYALTY DETERMINATION POINT IN CLAUSE 2.01 (QUANTIFICATION OF OVERRIDING         ROYALTY) OF ROYALTY PROCEDURE ARE DELETED AND REPLACED WITH THE WORDS         WITH THE WORDS - "POINT OF SALE" WHICH FOR CLARITY WILL BE A POINT WHERE THE         PETROLEUM SUBSTANCES ARE SOLD OR ARE TO BE SOLD TO A THIRD PARTY         DOWNSTREAM OF ANY GATHERING, TREATING OR PROCESSING         Royalty Type       Product Type         Sliding Scale       Convertible       % of Prod/Sales         CROWN SLIDING SCALE ROYALTY ALL PRODUCTS       Y       N       100.00000000 % of PROD         Roy Percent:       Deduction:       STANDARD       Sin Pay:       Prod/Sales:         S/S OIL: Min:       Max:       Div:       Prod/Sales:		Other Percent.		WIII.	FIGU/Sales.		
-NO DEDUCTIONS WHATSOEVER GENERAL REMARKS - Oct 18, 2017 ROYALTY DETERMINATION POINT IN CLAUSE 2.01 (QUANTIFICATION OF OVERRIDING ROYALTY) OF ROYALTY PROCEDURE ARE DELETED AND REPLACED WITH THE WORDS WITH THE WORDS - "POINT OF SALE" WHICH FOR CLARITY WILL BE A POINT WHERE THE PETROLEUM SUBSTANCES ARE SOLD OR ARE TO BE SOLD TO A THIRD PARTY DOWNSTREAM OF ANY GATHERING, TREATING OR PROCESSING Royalty Type Product Type Sliding Scale Convertible % of Prod/Sales CROWN SLIDING SCALE ROYALTY ALL PRODUCTS Y N 100.0000000 % of PROD Roy Percent: Deduction: STANDARD Gas: Royalty: Min Pay: Prod/Sales: S/S OLL: Min: Max: Div: Prod/Sales:				•			
CROWN SLIDING SCALE ROYALTYALL PRODUCTS Y N 100.0000000 % of PROD Roy Percent: Deduction: STANDARD Gas: Royalty: Min Pay: Prod/Sales: S/S OIL: Min: Max: Div: Prod/Sales:		-NO DEDUCTIC GENERAL REMARI ROYALTY DETI ROYALTY) OF I WITH THE WOI PETROLEUM S	INS WHATSOEVER <b>(S - Oct 18, 2017</b> ERMINATION POINT IN CLA ROYALTY PROCEDURE AF RDS - "POINT OF SALE" WH UBSTANCES ARE SOLD OF	RE DELETED AND RE HICH FOR CLARITY W R ARE TO BE SOLD T	PLACED WITH THE WORDS /ILL BE A POINT WHERE THE O A THIRD PARTY		
S/S OIL: Min: Max: Div: Prod/Sales:		CROWN SLIDING SCAI Roy Percent:	LE ROYALTYALL PRODUCT				
		S/S OIL: Min: Other Percent:	Max:	Div: Min:	Prod/Sales: Prod/Sales:		

	: 45	2018 PORTED IN A	CRES**		Mineral	OK ENER Property #2 - FINAL	/ Report		Province: Area :	ALBERTA WILLESDEN	IGREEN
File Number File Status Mineral Int	Int Typ	pe Lessor Ty e / Lse No/Na or / Payor		Gross	Oper.Cont. Doi Partner(		DOI Code	*	Lease Desc	ription / Rights	Held
(cont'd)											
		Paid to: AB ENERG	LESSOR (M) Y 100	.00000000	MAN	<b>by:</b> AFTEF IITOK AVISTA EN C	20.000000				
	-				_ Remarks						
		<b>Type</b> VALIDATE	Date Oct 11, 2006	CONTINU/ SECTION WELL LE CONTINU/	VALIDATED F ATION APPLIC 16 BASED ON ETTER DATEI ANCE OF SEC CK CREEK UN	CATION SEN NTHE 100/11 DOCTOBER CTION 15-42-	ERM TO JULY 24/0 T IN TO CROWN F -27-42-6W5/00 AD 24, 2006 REFLECT 6 W5M BELOW BA DN 15 INDEFINITEI	EQUESTING A VANTAGE 'ING ISE CARDIUM TO			
M00796 Sub: A	PNG WI 050108		Eff: Aug 09, 2001 Exp: Aug 08, 2006 Ext: 15	320.000	C00503 A MANITOK BONAVISTA		AFTER EARN 20.00000000 80.00000000		_	E 6 W5M N 24 ROM BASE CAR SSIC	DIUM TO
		/ISTA EN C			Total Rental:	448.00					acts
ACTIVE		/ISTA EN C							C00312 A	P&S	Sep 29, 2016 (
		<b>Status</b> DEVELOPED	Dev:	<b>Acres</b> 320.000	<b>Net</b> 64.000	Undev:	<b>Acres</b> 0.000	<b>Net</b> 0.000	C00503 A C01157 K	FARMOUT ROYALTY	Jun 15, 2006 May 19, 2017

Page Number:	46 ** REPORTED IN ACRES**		Mineral Pro WILL GR #2 - F		port	Province: Area :	ALBERTA WILLESDEN GREEN
File Status In	se Type Lessor Type It Type / Lse No/Name perator / Payor	G	sure Oper.Cont. ROFR ross Net Doi Partner(s)	* DO	l Code		ription / Rights Held
	perator / Payor		Net Doi Partner(s)			Lease Desc	
(cont'd) C0050	03 A GROSS OVERRIDIN Roy Percent: Deduction:	G ROYALTY ALL F YES	RODUCTS Y	Ν	100.00000000 % of PROD		
M00796	A Gas: Royalty:	15.0000000 5.0000000 Max:	Min Pay: 15.00000000 Div: Min:	1/23.8365	Prod/Sales: Prod/Sales: Prod/Sales:		
	<b>Paid to:</b> PDTO PSK ROYALTY	(C) 100.000000		AFTER EAF(C	C) 20.00000000 80.00000000		
	ROYALTY DEDU SAME AS CR	<b>ctions -</b> Iown - Max 50%					
			Royalty / Encumbrance	s			
	•		<b>ict Type Sliding Scal</b> RODUCTS N	e Convertible N	e % of Prod/Sales 20.00000000 % of SALES		
	Gas: Royalty: S/S OIL: Min: Other Percent:	Max:	Min Pay: Div: Min:		Prod/Sales: Prod/Sales: Prod/Sales:		
	Paid to: PDTO PSK ROYALTY	(C) 100.000000	Paid by: 00 MANITOK		C) 100.0000000		
	-NO DEDUCT	CTIONS - Oct 18, 201 TIONS WHATSOEVER ARKS - Oct 18, 2017					

Report Date: Oct 17, 2018 Page Number: 47 ** REPORTED IN ACRES**		ES**	MANITOK EN Mineral Prop WILL GR #2 - FI	Province: Area :	ALBERTA WILLESDEN GREEN	
File Number File Status Mineral Int	Lse Type Lessor Type Int Type / Lse No/Name Operator / Payor	Gro	re Oper.Cont. ROFR ss et Doi Partner(s)	DOI Code	Lease Des	cription / Rights Held
(cont'd)						
M00796	WITH THI PETROLE	() OF ROYALTY PROCEDU E WORDS - "POINT OF SA EUM SUBSTANCES ARE SO REAM OF ANY GATHERIN	LE" WHICH FOR CLARI DLD OR ARE TO BE SO	TY WILL BE A POINT WH PLD TO A THIRD PARTY		
	Royalty Type CROWN SLIDING Roy Percent: Deduction: Gas: Royalty S/S OIL: Min: Other Percen	STANDARD : Max:		N 100.0000000 Prod Prod	d/Sales 0 % of PROD /Sales: /Sales: /Sales:	
	Paid to: LES AB ENERGY	SOR (M) 100.00000000		AFTER EAF(C) 20.00000000 A EN C 80.00000000		
			Remarks			
	71	REFLEC	R ON FILE DATED JUNE CTING LEASE CONTINU SIC UNDER SECTION 1	E 6/07 AND AMENDED AP JANCE BELOW BASE CAI 5 OF TENURE. SEE FILE	RDIUM TO BASE	
M00798 <b>Sub:</b> A ACTIVE	WI Ex	<b>p:</b> Jul 23, 2002 320.00	00 C00503 B Yes 00 MANITOK 00 BONAVISTA EN C	AFTER EARN 20.00000000 80.00000000		GE 6 W5M S 24 FROM BASE VIKING_ZONE JURASSIC
Report Date: Oct - Page Number: 48 **	7, 2018 REPORTED IN ACRES**		MANITOK ENERGY Mineral Property Ro WILL GR #2 - FINAL (R1	eport	Province: Area :	ALBERTA WILLESDEN GREEN
---	--	----------------------------------	---	---	----------------------	--
File Status Int T	Type Lessor Type ype / Lse No/Name rator / Payor	Gross		OI Code *	Lease Desc	ription / Rights Held
(cont'd)						
M00798 Sub: A BON 100.00000000 QUE	AVISTA EN C STFIRE ENER		Total Rental: 448.00		 C00312 A	Related Contracts           P&S         Sep 29, 2016 (I)
	Status DEVELOPED Dev:	Acres 320.000	Net 64.000 Undev:	Acres Net	C00503 B C01157 J	FARMOUT         Jun 15, 2006           ROYALTY         May 19, 2017
	<ul> <li>Royalty Type</li> <li>GROSS OVERRIDING ROYALTY</li> <li>Roy Percent:</li> <li>Deduction: YES</li> <li>Gas: Royalty: 15.00000000</li> <li>S/S OIL: Min: 5.00000000</li> <li>Other Percent: 15</li> <li>Paid to: PDTO (C)</li> <li>PSK ROYALTY 100</li> </ul>	Product Ty ALL PROD		100.00000000 % of PROD Prod/Sales: Prod/Sales: Prod/Sales:		J.W.I. Status/Type 42-06-W5/00 FLOWING/GAS 42-06-W5/00 FLOWING/OIL
	ROYALTY DEDUCTIONS - -SAME AS CROWN - MAX > Royalty Type J GROSS OVERRIDING ROYALTY Roy Percent: 4.0000000	K. 50% Product Ty ALL PROD		ble % of Prod/Sales 20.00000000 % of SALES		
	Deduction: NO Gas: Royalty: S/S OIL: Min:	Max:	Min Pay: Div:	Prod/Sales: Prod/Sales:		

Report Date: Oct 17, 2018 MANITOK ENERGY. INC. Page Number: 49 **Mineral Property Report** \*\* REPORTED IN ACRES\*\* Province: ALBERTA Area WILLESDEN GREEN WILL GR #2 - FINAL (R1) : 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) Other Percent: Min: Prod/Sales: Paid to: PDTO (C) Paid by: PDBY (C) PSK ROYALTY MANITOK 100.00000000 100.00000000 **ROYALTY DEDUCTIONS - Oct 18, 2017** -NO DEDUCTIONS WHATSOEVER **GENERAL REMARKS - Oct 18, 2017** ROYALTY DETERMINATION POINT IN CLAUSE 2.01 (QUANTIFICATION OF OVERRIDING ROYALTY) OF ROYALTY PROCEDURE ARE DELETED AND REPLACED WITH THE WORDS WITH THE WORDS - "POINT OF SALE" WHICH FOR CLARITY WILL BE A POINT WHERE THE PETROLEUM SUBSTANCES ARE SOLD OR ARE TO BE SOLD TO A THIRD PARTY DOWNSTREAM OF ANY GATHERING. TREATING OR PROCESSING M00798 А Royalty / Encumbrances Sliding Scale Convertible Royalty Type Product Type % of Prod/Sales CROWN SLIDING SCALE ROYALTYALL PRODUCTS Υ 100.00000000 % of PROD Ν **Roy Percent:** Deduction: STANDARD Gas: Royalty: Min Pay: Prod/Sales: S/S OIL: Min: Max: Div: Prod/Sales: Other Percent: Min: Prod/Sales: Paid to: LESSOR (M) Paid by: AFTER EAF(C) **AB ENERGY** MANITOK 20.00000000 100.00000000 BONAVISTA EN C 80.00000000 Remarks Type Date Description CONTINUE Aug 08, 2007 LETTER ON FILE DATED JUNE 6/07 AND AMENDED APPENDIX ON FILE

CS LAND Version: 11.1.4

Report Date: Page Number:	: 50	', 2018 EPORTED IN A	CRES**		MANITOK ENE Mineral Proper WILL GR #2 - FINA	ty Report		Province: Area :	ALBERTA WILLESDEN	GREEN
File Number File Status Mineral Int	Int Ty	ype Lessor Ty pe / Lse No/Na tor / Payor		Gross	Oper.Cont. ROFR	DOI Code	*		ription / Rights	
(cont'd)										
M00798	A				Remarks					
		Туре	Date	-	ON ING LEASE CONTINUAN OUNDER SECTION 15 O					
M00943 <b>Sub:</b> D ACTIVE	WI 54040	ICE CR 30488 VISTA EN C	Eff: Mar 04, 2004 Exp: Mar 03, 2008 Ext: 15	640.000	C00771 A No MANITOK BONAVISTA EN C	WI 40.00000000 60.00000000			E 7 W5M SEC 1 ROM BASE CAR C_CREEK	
100.00000000	ТАМА	RACK ACQ			Total Rental: 896.00			 C00312 A	Related Contr P&S	acts Sep 29, 2016(
		Status DEVELOPED	Dev:	<b>Acres</b> 640.000	<b>Net</b> 256.000 <b>Undev:</b>	<b>Acres</b> 0.000	<b>Net</b> 0.000	C00682 A C00771 A	FARMOUT FARMOUT	Apr 12, 2007 Mar 05, 2005
	-			Roy	alty / Encumbrances			Well U	<b>J.W.I. S</b> 43-07-W5/00 PL	<b>tatus/Type</b> IMPING/GAS
		Royalty Type GROSS OVE Roy Perc Deductio Gas: Roy	RRIDING ROYALTY ent: n: YES			N 40.00000	Prod/Sales 100 % of PROD od/Sales:			
		S/S OIL: I Other Per		Max:	10.00000000 Div: 1/23 Min:		od/Sales: PROD od/Sales:			
		Paid to: FREEHOLD	PDTO (C) ROY P 10	0.00000000	<b>Paid by:</b> PDE MANITOK	SY (C) 100.00000	000			

Report Date: Page Number	Oct 17, 2018 : 51 ** REPORTED IN ACRES**	MANITOK ENERGY. INC. Mineral Property Report WILL GR #2 - FINAL (R1)	Province: ALBERTA Area : WILLESDEN GREEN
File Number File Status Mineral Int	Lse Type Lessor Type Int Type / Lse No/Name Operator / Payor	Exposure Oper.Cont. ROFR DOI Code Gross Net Doi Partner(s) * *	Lease Description / Rights Held
(cont'd)			
M00943	D ROYALTY DEDUCTIONS - SAME AS CROWN - MA	-	
	Royalty Type CROWN SLIDING SCALE ROY, Roy Percent: Deduction: STANDAR		PROD
	Gas: Royalty: S/S OIL: Min: Other Percent:	Min Pay: Prod/Sales: Max: Div: Prod/Sales: Min: Prod/Sales:	
	Paid to: LESSOR (M) AB ENERGY 1	Paid by:         WI         (C)           00.00000000         MANITOK         40.00000000           BONAVISTA EN C         60.00000000	
	<b>Type Date</b> CONTINUE May 29, 2013	Remarks Description HUSKY OIL OPERATIONS LIMITED SUBMITTED CONTINUATION APPLICATION FOR SEC 15 (A) AND 15(E) FOR P&NG AGREEMEN #5404030488. PER CROWN RESPONSE DATED MAY 9, 2013, TH FOLLOWING LANDS ARE CONTINUED UNDER SECTION 15 FRO TO BASE JURASSIC: TWP 43 RGE 7 W5M 1, 12, SE 24 THE FOLLOWING LANDS HAVE BEEN ALLOWED TO EXPIRE AS CROWN FOUND THEM NON-PRODUCTIVE: TWP 42 RGE 6 W5M S&NW 17 TWP 42 RGE 7 W5M 36	INT HE DM SURFACE

Report Date: Oct 17, 2018 MANITOK ENERGY. INC. Page Number: 52 **Mineral Property Report** \*\* REPORTED IN ACRES\*\* Province: ALBERTA WILL GR #2 - FINAL (R1) Area WILLESDEN GREEN : 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) M00943 D Remarks Description Type Date SEE FILE FOR FURTHER DETAILS. M00943 LICENCE CR Eff: Mar 04, 2004 0.000 C00771 A No WI TWP 43 RGE 7 W5M SEC 1 Sub: E WI Exp: Mar 03, 2008 0.000 MANITOK 40.0000000 ALL PNG FROM BASE ROCK CREEK TO ACTIVE 5404030488 Ext: 15 0.000 BONAVISTA EN C 60.0000000 BASE NORDEGG BONAVISTA EN C ----- Related Contracts ------100.00000000 TAMARACK ACQ Count Acreage = No Total Rental: 0.00 C00312 A P&S Sep 29, 2016(I) C00682 B Net Net FARMOUT Apr 12, 2007 Status Acres Acres Dev: 0.000 0.000 Undev: 0.000 0.000 C00771 A FARMOUT Mar 05, 2005 Royalty / Encumbrances <Linked> Royalty Type Product Type Sliding Scale Convertible % of Prod/Sales C00682 B GROSS OVERRIDING ROYALTY ALL PRODUCTS 40.00000000 % of PROD Υ Ν **Roy Percent:** Deduction: YES Gas: Royalty: 12.50000000 Min Pay: Prod/Sales: S/S OIL: Min: 5.00000000 Max: 12.50000000 Div: 1/23.8365 Prod/Sales: Other Percent: Min: Prod/Sales: Paid to: PDTO (C) Paid by: PDBY (C) FREEHOLD ROY P 100.00000000 MANITOK 100.00000000 **ROYALTY DEDUCTIONS -**SAME AS CROWN - MAX 50%

Report Date: Page Number	Oct 17, 2018 : 53 ** REPORTED IN ACRES**	MANITOK ENERGY. INC. Mineral Property Report WILL GR #2 - FINAL (R1)	Province: Area :	ALBERTA WILLESDEN GREEN
File Number File Status Mineral Int	Lse Type Lessor Type Int Type / Lse No/Name Operator / Payor	Exposure Oper.Cont. ROFR DOI Code Gross Net Doi Partner(s) * *	Lease Desc	ription / Rights Held
(cont'd)				
M00943	E	Royalty / Encumbrances		
	Royalty Type CROWN SLIDING SCALE RO' Roy Percent: Deduction: STANDA Gas: Royalty: S/S OIL: Min: Other Percent: Paid to: LESSOR (M) AB ENERGY			
		Remarks	-	
	Type Date CONTINUE May 29, 2013	Description HUSKY OIL OPERATIONS LIMITED SUBMITTED CONTINUATION APPLICATION FOR SEC 15 (A) AND 15(E) FOR P&NG AGREEMENT #5404030488. PER CROWN RESPONSE DATED MAY 9, 2013, THE FOLLOWING LANDS ARE CONTINUED UNDER SECTION 15 FROM SUF TO BASE JURASSIC: TWP 43 RGE 7 W5M 1, 12, SE 24 THE FOLLOWING LANDS HAVE BEEN ALLOWED TO EXPIRE AS THE CROWN FOUND THEM NON-PRODUCTIVE: TWP 42 RGE 6 W5M S&NW 17 TWP 42 RGE 7 W5M 36	RFACE	

Report Date: Oct 17, 2018 MANITOK ENERGY. INC. Page Number: 54 **Mineral Property Report** \*\* REPORTED IN ACRES\*\* Province: ALBERTA WILL GR #2 - FINAL (R1) Area WILLESDEN GREEN : 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) M00943 E Remarks Description Type Date SEE FILE FOR FURTHER DETAILS. M00943 LICENCE CR Eff: Mar 04, 2004 320.000 C00771 A No WI TWP 43 RGE 7 W5M E 12 Sub: A WI Exp: Mar 03, 2008 320.000 MANITOK 40.0000000 ALL PNG FROM BASE CARDIUM TO ACTIVE 5404030488 Ext: 15 128.000 BONAVISTA EN C 60.0000000 **BASE NORDEGG** BONAVISTA EN C ----- Related Contracts ------100.00000000 TAMARACK ACQ Total Rental: 448.00 C00312 A P&S Sep 29, 2016(I) C00682 C Net Net FARMOUT Apr 12, 2007 Status Acres Acres DEVELOPED Dev: 160.000 64.000 Undev: 160.000 64.000 C00771 A FARMOUT Mar 05, 2005 ----- Well U.W.I. Status/Type ------Royalty / Encumbrances 100/09-12-043-07-W5/00 DRILL CAS/UNK 100/09-12-043-07-W5/02 FLOWING/OIL <Linked> Royalty Type Product Type Sliding Scale Convertible % of Prod/Sales C00682 C GROSS OVERRIDING ROYALTY ALL PRODUCTS 40.00000000 % of PROD γ Ν **Roy Percent:** Deduction: YES Gas: Royalty: 10.00000000 Min Pay: Prod/Sales: S/S OIL: Min: 5.00000000 Max: 10.00000000 **Div:** 1/23.8365 Prod/Sales: PROD Other Percent: Min: Prod/Sales: Paid to: PDTO (C) Paid by: PDBY (C) FREEHOLD ROY P 100.00000000 MANITOK 100.00000000 **ROYALTY DEDUCTIONS -**SAME AS CROWN - MAX 50%

Report Date: Page Number	Oct 17, 2018 r: 55 ** REPORTED IN ACRES**	MANITOK ENERGY. INC. Mineral Property Report WILL GR #2 - FINAL (R1)	Province: Area :	ALBERTA WILLESDEN GREEN
File Number File Status Mineral Int	Lse Type Lessor Type Int Type / Lse No/Name Operator / Payor	Exposure Oper.Cont. ROFR DOI Code Gross Net Doi Partner(s) * *	Lease Desc	ription / Rights Held
(cont'd)				
M00943	Α	Royalty / Encumbrances	_	
	Royalty Type CROWN SLIDING SCALE RO Roy Percent: Deduction: STANDA Gas: Royalty: S/S OIL: Min: Other Percent: Paid to: LESSOR (M) AB ENERGY			
	<b>Type Date</b> CONTINUE May 29, 2013	Remarks         Description         HUSKY OIL OPERATIONS LIMITED SUBMITTED CONTINUATION         APPLICATION FOR SEC 15 (A) AND 15(E) FOR P&NG AGREEMENT         #5404030488. PER CROWN RESPONSE DATED MAY 9, 2013, THE         FOLLOWING LANDS ARE CONTINUED UNDER SECTION 15 FROM SU         TO BASE JURASSIC:         TWP 43 RGE 7 W5M 1, 12, SE 24         THE FOLLOWING LANDS HAVE BEEN ALLOWED TO EXPIRE AS THE         CROWN FOUND THEM NON-PRODUCTIVE:         TWP 42 RGE 6 W5M S&NW 17         TWP 42 RGE 7 W5M 36         SEE FILE FOR FURTHER DETAILS.	- IRFACE	

Report Date: Oct 17, 2018 Page Number: 56

# MANITOK ENERGY. INC. Mineral Property Report

	** REPORTED IN ACRES**			2 - FINAL (R1)	•	Provi Area	nce: ALBERTA : WILLESDE	N GREEN
File Number File Status	Lse Type Lessor Type Int Type / Lse No/Name	Exp	oosure Oper.Cont. F Gross	ROFR D	OI Code			
Mineral Int	Operator / Payor		Net Doi Partner(s	) *	*	Lease	e Description / Rights	s Held
Area Total:	Total Gross:	8,640.000	Total Net:	2,344.000				
	Dev Gross:	5,280.000	Dev Net:	1,544.000	Undev Gross:	3,360.000	Undev Net:	800.000
Province Tota	II: Total Gross:	8,640.000	Total Net:	2,344.000				
	Dev Gross:	5,280.000	Dev Net:	1,544.000	Undev Gross:	3,360.000	Undev Net:	800.000
Report Total:	Total Gross:	8,640.000	Total Net:	2,344.000				
-	Dev Gross:	5,280.000	Dev Net:	1,544.000	Undev Gross:	3,360.000	Undev Net:	800.000

\*\* End of Report \*\*

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

WELL UWI	WELL NAME	COST CENTRE (BEC)	COST CENTRE (MEI)	LICENCE #	MANITOK WI%
100033004004W500	BEC HZ GILBY 3-30-40-4	490534	N/A	0466347	0% BPP, 30% APP
100083004004W500	BEC HZ GILBY 8-30-40-4	400980	NWL16017	0447681	30.000%
100162404007W5/00	MNK WILLGR 16-24-40-7		WL16148	0398565	60.000%
102162404007W500	BEC HZ WILLGR 16-24-40-7	400920	NWL16060	0444899	21.000%
103162404007W500	BEC HZ 03 WILLGR 16-24-40-7	400988	NWL16062	0450158	21.000%
100141804205W500	BONAVISTA WILLGR 14-18-42-5	400326	NWL16055	0368288	20.000%
102140104206W500	BONAVISTA 02 HZ WILLGR 14-1-42-6	504133	NWL16046	0401426	40.000%
100050204206W500	BONAVISTA WILLGR 5-2-42-6	400328	NWL16058	0340182	0% BPP, 15% APP
102080204206W500	BONAVISTA WILLGR 8-2-42-6	400329	NWL16059	0333599	15.000%
102141104206W500	BONAVISTA WILLGR 14-11-42-6	400330	NWL16052	0356895	15.000%
102161104206W500	BONAVISTA WILLGR 16-11-42-6	400331	NWL16056	0330964	15.000%
102161104206W502	BONAVISTA WILLGR 16-11-42-6	400331	NWL16056	0330964	15.000%
100091204307W500	BONAVISTA WILLGR 9-12-43-7	400358	NWL16048	0364395	40.000%
100091204307W502	BONAVISTA WILLGR 9-12-43-7	400358	NWL16048	0364395	40.000%
100111204206W500	BONAVISTA WILLGR 11-12-42-6	400332	NWL16049	0377310	30.000%
102161204206W500	BONAVISTA WILLGR 16-12-42-6	400333	NWL16063	0324269	15.000%
100031304206W500	BONAVISTA WILLGR 3-13-42-6	504131	NWL16043	0397170	20.000%
102161304206W500	BONAVISTA WILLGR 16-13-42-6	400334	NWL16057	0359080	20.000%
100021404206W500	BONAVISTA WILLGR 2-14-42-6	400335	NWL16042	0363435	20.000%
100111404206W500	BONAVISTA WILLGR 11-14-42-6	400336	NWL16050	0378957	20.000%
100012404206W500	BONAVISTA WILLGR 1-24-42-6	400337	NWL16039	0366929	20.000%
103062404206W500	BONAVISTA 102 WILLGR 6-24-42-6	504132	NWL16047	0397187	20.000%
100160104307W500	BONAVISTA WILLGR 16-1-43-7	400404	NWL16038	0383869	40.000%

# <u>Wells</u>

# **Facilities**

1) Manitok's working interest in non-operated pipelines and facilities associated with the Wells.

2) Manitok Operated Pipeline: Licence No. 50894-1; Length 1.86km - From 16-24-40-7W5M to 15-25-40-7W5M; Status: Discontinued

3) MANITOK ENERGY 16-24-040-07W5 Gas Single-well Battery; Licence No. W 0398565; Government Code: ABBT0099558

4) Manitok's net ownership in the Facilities are governed by an Agreement for the Construction, Ownership and Operation of the Willesden Green 16-12-042-06 W5M Common Facilities and Gas and Pipeline System (Draft Agreement) with net ownership as follows:

Functional Unit No.	Functional Unit Description	Net Ownership
1	Gas Compression	19.40%
2	Oil Facilities	16%
3	Gas Pipeline System	18.10%

\*Overall Facility Participation: 18.22%

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

### **RIGHTS OF FIRST REFUSAL**

Farmout Agreement dated June 15, 2006 between Advantage Oil & Gas Ltd., Chamaelo Exploration Ltd. and Tournament Exploration Ltd.

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

### **GENERAL CONVEYANCE**

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

### BETWEEN:

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

- and -

**BONAVISTA ENERGY CORPORATION**, a corporation incorporated under the laws of Alberta (hereinafter referred to as "**Purchaser**")

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

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

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

### 1. Definitions

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

"**Purchase Agreement**" means that Purchase and Sale Agreement between Vendor and Purchaser dated the 23<sup>rd</sup> day of October, 2018.

### 2. Conveyance

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

### 3. Subordinate Document

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

### 4. No Merger

The covenants, representations, warranties and indemnities contained in the Purchase Agreement are incorporated herein as fully and effectively as if they were set out herein and there shall be no merger of

any covenant, representation, warranty or indemnity contained in the Purchase Agreement by virtue of the execution and delivery hereof, any rule of law, equity or statute to the contrary notwithstanding.

### 5. Governing Law

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

# 6. Enurement

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

## 7. Further Assurances

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

### 8. Counterpart Execution

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

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

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

Per: Per: Name: Name: Title: Per: Name: Title: Per: Title: Per: Title: Per: Name: Title: Name: T

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

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

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

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

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

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

1. The undersigned is personally familiar, in **[his][her]** capacity as an officer of **[Vendor][Purchaser]**, with the matters hereinafter mentioned.

2. Each of the covenants, representations and warranties of the **[Vendor][Purchaser]** contained in Article 4 of the Agreement were true and correct in all material respects when made and are true and correct in all material respects as of the Closing Date.

3. All obligations of **[Vendor][Purchaser]** contained in the Agreement to be performed prior to or at Closing have been timely performed in all material respects.

4. This Certificate is made for and on behalf of the **[Vendor][Purchaser]** and is binding upon it, and I am not incurring, and will not incur, any personal liability whatsoever with respect to it.

5. This Certificate is made with full knowledge that the **[Vendor][Purchaser]** is relying on the same for the Closing of the transactions contemplated by the Agreement.

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

# [Name of Vendor/Purchaser]

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

### COURT ORDER

COURT FILE NUMBER

Clerk's Stamp

COURT

COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE

PLAINTIFF

DEFENDANT

DOCUMENT

APPROVAL AND VESTING ORDER (Sale by Receiver)

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

DATE ON WHICH ORDER WAS PRONOUNCED: \_\_\_\_\_

LOCATION WHERE ORDER WAS PRONOUNCED: \_\_\_\_\_

NAME OF JUSTICE WHO MADE THIS ORDER:

**UPON THE APPLICATION** by **[Receiver's Name]** in its capacity as the Court-appointed **[receiver/receiver and manager]** (the "Receiver") of the undertaking, property and assets of **[Debtor]** (the "Debtor") for an order approving the sale transaction (the "Transaction") contemplated by an agreement of purchase and sale (the "Sale Agreement") between the Receiver and **[Name of Purchaser]** (the "Purchaser") dated **[Date]** and appended to the \_\_\_\_\_ Report of the Receiver dated **[Date]** (the "Report"), and vesting in the Purchaser (or its nominee)<sup>1</sup> the Debtor's right, title and interest in and to the assets described in the Sale Agreement (the "Purchased Assets");

AND UPON HAVING READ the Receivership Order dated [Date] (the "Receivership Order"), the Report and the Affidavit of Service; AND UPON HEARING the submissions of counsel for the Receiver, the Purchaser [Names of other parties appearing], no one appearing for any other person on the service list, although properly served as appears from the Affidavit of Service, filed;

<sup>&</sup>lt;sup>1</sup> Ensure that there are no legal obstacles to the vesting of assets in a nominee (for example competition and anti-trust law). Should land be transferred and vested in a nominee, the Registrar of Land Titles requires the Purchaser to complete a Certificate of Nomination (which needs to be signed under seal if the Purchaser is a corporation. If the Purchaser is an individual, the signature needs to be witnessed with an affidavit of execution completed.)

## IT IS HEREBY ORDERED AND DECLARED THAT:

### SERVICE

[1] 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**

[2] The Transaction is hereby approved,<sup>2</sup> and the execution of the Sale Agreement by the Receiver is hereby authorized and approved, with such minor amendments as the Receiver may deem necessary. 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 to the Purchaser (or its nominee).

### **VESTING OF PROPERTY**

[3] Upon the delivery of a Receiver's certificate to the Purchaser (or its nominee) substantially in the form set out in Schedule "A" hereto (the "Receiver's Certificate"), all of the Debtor's right, title and interest in and to the Purchased Assets described in the Sale Agreement and listed on Schedule "B" hereto shall vest absolutely in the name of the Purchaser (or its nominee), free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, <u>caveats</u>, <sup>1</sup>mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "Claims")<sup>3</sup> including, without limiting the generality of the foregoing:

any encumbrances or charges created by the Receivership Order;

all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Alberta) or any other personal property registry system; and

those Claims listed on **Schedule** "**C**" hereto (all of which are collectively referred to as the "Encumbrances", which term shall not include the permitted encumbrances, <u>caveats</u>, <sup>2</sup>easements and restrictive covenants listed on **Schedule** "**D**"); and,

<sup>&</sup>lt;sup>2</sup> In some cases, notably where this Order may be relied upon for proceedings in the United States, a finding that the Transaction is commercially reasonable and in the best interests of the Debtor and its stakeholders may be necessary. Evidence should be filed to support such a finding.

<sup>&</sup>lt;sup>3</sup> The "Claims" being vested out may, in some cases, include ownership claims, where ownership is disputed and the dispute is brought to the attention of the Court. Such ownership claims would, in that case, still continue as against the net proceeds from the sale of the claimed asset. Similarly, other rights, titles or interests could also be vested out, if the Court is advised what rights are being affected, and the appropriate persons are served. The Committee agrees with the view of the Ontario Committee that a non-specific vesting out of "rights, titles and interests" is vague and therefore undesirable.

for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.<sup>4</sup>

[4] 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 of Land Titles of Alberta (the "Registrar") is hereby authorized, requested, and directed to cancel the existing Certificate of Title No. \* for those lands and premises municipally described as \*, and legally described as:

### (the "Lands")

and to issue a new Certificate of Title for the Lands in the name of the Purchaser (or its nominee), namely, \*, and to register such transfers, discharges, discharge statements of conveyances, as may be required to convey clear title to the Lands to the Purchaser (or its nominee), which Certificate of Title shall be subject only to those encumbrances (the "Permitted Encumbrances") listed on **Schedule** "**D**" hereto.<sup>5</sup>

- [5] This Order shall be registered by the Registrar 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.
- [6] For the purposes of determining the nature and priority of Claims, the net proceeds<sup>6</sup> 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<sup>7</sup>, 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.

<sup>&</sup>lt;sup>4</sup> Should the removal of Encumbrances include removal of registrations at the Personal Property Registry involving serial numbered personal property, include this paragraph:

<sup>&</sup>quot;[From and after the closing of the Transaction (including the payment of the purchase price by the Purchaser to the Receive), the Receiver is authorized to discharge from the Personal Property Registry any claim registered against any of the Personal Property being purchased by the Purchaser, to the extent the security interest is registered against the interest of the Debtor.]"

<sup>&</sup>lt;sup>5</sup> Paragraphs 4 and 5 only apply if the Purchased Assets include land. Should the removal of restricted covenants from title be required, the Registrar of Land Titles will require the instrument number to be expressly identified in this Order. In the event that any encumbrances (such as builders liens) were registered against the land **after** the date of the Receivership Order, the Registrar requires that the Order clearly states whether those encumbrances should also be discharged. If such is the case, the Committee suggests the addition of the following at the end of paragraph: "The Registrar is expressly authorized and directed to include in the discharge of the encumbrances registered against the Lands, all encumbrances registered after the date the Receivership Order was granted."

<sup>&</sup>lt;sup>6</sup> The Report should identify the disposition costs and any other costs which should be paid from the gross sale proceeds, to arrive at "net proceeds".

<sup>&</sup>lt;sup>7</sup> This provision crystallizes the date as of which the Claims will be determined. If a sale occurs early in the insolvency process, or potentially secured claimants may not have had the time or the ability to register or perfect proper claims prior to the sale, this provision may not be appropriate, and should be amended to remove this crystallization concept.

- [7] The Purchaser (and its nominee, if any) shall, by virtue of the completion of the Transaction, have no liability of any kind whatsoever in respect of any Claims against the Debtor.
- [8] 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 (or its nominee).
- [9] The Purchaser (or its nominee) 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.
- [10] Immediately after the closing of the Transaction, the holders of the Permitted Encumbrances shall have no claim whatsoever against the Receiver or the Debtor.
- [11] The Receiver is to file with the Court a copy of the Receiver's Certificate, forthwith after delivery thereof to the Purchaser (or its nominee).
- [12] 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 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.
- [13] Notwithstanding:

The pendency of these proceedings;

Any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of the Debtor and any bankruptcy order issued pursuant to any such applications; and

Any assignment in bankruptcy made in respect of the Debtor

the vesting of the Purchased Assets in the Purchaser (or its nominee) 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 *Bankruptcy and Insolvency Act* (Canada) 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.

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

# MISCELLANEOUS MATTERS

- [15] 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.
- [16] 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.
- [17] Service of this Order on any party not attending this application is hereby dispensed with.

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

### Schedule "A"

### Form of Receiver's Certificate

### COURT FILE NUMBER

COURT

# COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE

PLAINTIFF

DEFENDANT

DOCUMENT

**RECEIVER'S CERTIFICATE** 

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

# 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 undertaking, property and assets of Manitok Energy Inc. (the "Debtor").
- B. Pursuant to an Order of the Court dated \_\_\_\_\_\_, 2018 the Court approved the agreement of purchase and sale made as of \_\_\_\_\_\_, 2018 (the "Sale Agreement") between the Receiver and Bonavista Energy Corporation (the "Purchaser") and provided for the vesting in the Purchaser of the Debtor's right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets 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 Purchased Assets; (ii) that the conditions to Closing as set out in Article 3 of the 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 Sale Agreement.

THE RECEIVER CERTIFIES the following:

Clerk's Stamp

- 1. The Purchaser (or its nominee) has paid and the Receiver has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;
- 2. The conditions to Closing as set out in Article 3 of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser (or its nominee); and
- 3. The Transaction has been completed to the satisfaction of the Receiver.
- 4. This Certificate was delivered by the Receiver at \_\_\_\_\_ on \_\_\_\_\_, 2018.

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

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

Name:

Title:

# TAB C

# **APPENDIX C**

Journey PSA - REDACTED

# PURCHASE AND SALE AGREEMENT

**THIS AGREEMENT** made as of the 26<sup>th</sup> day of October, 2018.

### **BETWEEN**:

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

- and -

**JOURNEY ENERGY PARTNERSHIP**, a partnership formed under the laws of Alberta and having an office in Calgary, Alberta (hereinafter referred to as "**Purchaser**")

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

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

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

### ARTICLE 1 INTERPRETATION

### 1.1 Definitions

In this Agreement, unless the context otherwise requires:

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

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

- (b) "**AER**" means the Alberta Energy Regulator;
- (c) "Affiliate" means, with respect to any Person, any other Person or group of Persons acting in concert, directly or indirectly, that controls, is controlled by or is under common control with such Person. The term "control" as used in the preceding sentence means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person whether through ownership or more than fifty percent (50%) of the voting securities of such Person, by contract or otherwise;
- (d) "Applicable Law" means, in relation to any person, property or circumstance, all laws, statutes, rules, regulations, official directives and orders of Governmental Authorities (whether administrative, legislative, executive or otherwise), including judgments, orders and decrees of courts, commissions or bodies exercising similar functions, as amended, and includes the provisions and conditions of any permit, license or other governmental or regulatory authorization, that are in effect as at the relevant time and are applicable to such person, property or circumstance;
- (e) "Assets" means the Petroleum and Natural Gas Rights, the Tangibles, and the Miscellaneous Interests;
- (f) **"Business Day**" means a day other than a Saturday, a Sunday or a statutory holiday in Calgary, Alberta;
- (g) "Court Order" means an order to be granted by the Court, based on the Alberta form of Approval and Vesting Order as attached in Schedule "F", which authorizes, approves and confirms this Agreement and the sale of the Assets by Vendor to Purchaser in accordance with the terms and conditions contained herein, and vests beneficial title to the Assets in Purchaser free and clear of all encumbrances, liens, security interests or claims, other than Permitted Encumbrances;
- (h) "Closing" means the transfer of possession, beneficial ownership and risks of the Assets from the Vendor to the Purchaser, the exchange of Specific Conveyances and payment of the Purchase Price by the Purchaser to the Vendor, and all other items and considerations required to be delivered on the Closing Date pursuant hereto;
- (i) "Closing Date" means 10:00 a.m. on the later of:
  - i. November 30, 2018; and
  - ii. the day that is seven (7) Business Days after receipt of the Court Order; or

such other time and date as may be agreed upon in writing by the Parties;

- (j) "Closing Place" means the office of Purchaser, or such other place as may be agreed upon in writing by the Parties;
- (k) **"Data Room Information**" means all information provided or made available to the Purchaser in hard copy or electronic form in relation to Manitok and/or the Assets;
- (I) "Date of Appointment" means February 20, 2018;
- (m) "Effective Date" means October 1, 2018;

- (n) **"Environmental Liabilities**" means all liabilities in respect of the environment which relate to the Assets or which arise in connection with the ownership thereof or operations pertaining thereto, including liabilities related to or arising from:
  - (i) transportation, storage, use or disposal of toxic or hazardous substances;
  - (ii) release, spill, escape, emission, leak, discharge, migration or dispersal of toxic or hazardous substances; or
  - (iii) pollution or contamination of or damage to the environment;

including liabilities to compensate Third Parties for damages and Losses resulting from the items described in items (i), (ii) and (iii) above (including damage to property, personal injury and death) and obligations to take action to prevent or rectify damage to or otherwise protect the environment and, for purposes of this Agreement, "the environment" includes the air, the surface and subsurface of the earth, bodies of water (including rivers, streams, lakes and aquifers) and plant and animal life (including humans);

- (o) "Facilities" means Vendor's entire interest in and to all unit facilities under any unit agreement applicable to the Leased Substances and all other field facilities whether or not solely located on or under the surface of the Lands (or lands with which the Lands are pooled) and that are, or have been, used for production, gathering, treatment, compression, transportation, injection, water disposal, measurement, processing, storage or other operations respecting the Leased Substances, including any applicable battery, separator, compressor station, gathering system, pipeline, production storage facility or warehouse, including those field facilities specifically identified in Schedule "B";
- (p) "General Conveyance" means the form of general conveyance attached hereto as Schedule "D";
- (q) "Governmental Authority" means any federal, national, provincial, territorial, municipal or other government, any political subdivision thereof, and any ministry, sub-ministry, agency or sub-agency, court, board, bureau, office, or department, including any government-owned entity, having jurisdiction over a Party, the Assets or the Transaction;
- (r) **"GST**" means the goods and services tax payable pursuant to the GST Legislation;
- (s) "**GST Legislation**" means Part IX of the *Excise Tax Act*, R.S.C. 1985, c. E-15, as amended, and the regulations promulgated thereunder;
- (t) "Lands" means the lands set out and described in Schedule "A", and the Petroleum Substances within, upon or under such lands (subject to the restrictions and exclusions identified in Schedule "A" and in the Title Documents as to Petroleum Substances and geological formations);
- "Leased Substances" means all Petroleum Substances, rights to or in respect of which are granted, reserved or otherwise conferred by or under the Title Documents (but only to the extent that the Title Documents pertain to the Lands);
- (v) "Licence Transfers" means, in relation to the Assets, the transfer of any permits, approvals, licences and authorizations granted by any applicable Governmental Authority (including the AER) from Vendor to Purchaser;
- (w) "Losses" means all losses, costs, claims, damages, expenses and liabilities which a Person suffers, sustains, pays or incurs, including reasonable legal fees on a solicitor and his own client basis but notwithstanding the foregoing shall not include any liability for

indirect or consequential damages including business loss, loss of profit, economic loss, punitive damages or income tax liabilities, but shall include any liability for indirect or consequential damages including business loss, loss of profit, economic loss, punitive damages or income tax liabilities suffered, sustained, paid or incurred by a Third Party entitled to recovery or indemnification from a Person;

- (x) **"LTA**" means the application to be submitted to the AER in relation to the Licence Transfers to be approved by the AER;
- (y) "Miscellaneous Interests" means, subject to any and all limitations and exclusions provided for in this definition, Vendor's entire interest in and to all property, assets, interests and rights pertaining to the Petroleum and Natural Gas Rights and the Tangibles (other than the Petroleum and Natural Gas Rights and the Tangibles), or either of them, but only to the extent that such property, assets, interests and rights pertain to the Petroleum and Natural Gas Rights and the Tangibles, or either of them, including any and all of the following:
  - (i) all contracts and agreements relating to the Petroleum and Natural Gas Rights and the Tangibles, or either of them (including the Title Documents);
  - (ii) all subsisting rights to carry out operations relating to the Lands or the Tangibles, and without limitation, all easements and other permits, licenses and authorizations pertaining to the Tangibles;
  - (iii) rights to enter upon, use, occupy and enjoy the surface of any lands which are used or may be used to gain access to or otherwise use the Petroleum and Natural Gas Rights and the Tangibles, or either of them;
  - (iv) all records, books, documents, licences, reports and data which relate to the Petroleum and Natural Gas Rights and the Tangibles, or either of them; and
  - (v) the Wells, including the wellbores and any and all casing;

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

(z) "Party" means a party to this Agreement, and "Parties" means both of them;

### (aa) "Permitted Encumbrances" means:

- (i) all encumbrances, overriding royalties, net profits interests and other burdens identified in Schedule "A";
- (ii) any Right of First Refusal or any similar restriction applicable to any of the Assets;
- (iii) the requirement to receive any consent applicable to the Transaction;
- (iv) the terms and conditions of the Title Documents, including the requirement to pay any rentals or royalties to the grantor thereof to maintain the Title Documents in good standing and any royalty or other burden reserved to the grantor thereof or

any gross royalty trusts applicable to the grantor's interest in any of the Title Documents;

- defects or irregularities of title as to which the relevant statute(s) of limitations or prescription would bar any attack or claim against Seller's title;
- 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;
- (vii) liens securing taxes not yet due and payable;
- (viii) 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;
- 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;
- (x) 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);
- (xi) any obligation of Manitok or Vendor to hold any portion of its interest in and to any of the Assets in trust for Third Parties;
- (xii) 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;
- (xiii) undetermined or inchoate liens incurred or created as security in favour of any Person with respect to the development or operation of any of the Assets, as regards Vendor's or Manitok's share of the costs and expenses thereof which are not due or delinquent as of the date hereof or, if then due or delinquent are being contested in good faith by Vendor;
- (xiv) 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;
- (xv) agreements and plans relating to pooling or unitization of any of the Petroleum and Natural Gas Rights;
- (xvi) agreements respecting the operation of Wells by contract field operators;
- (xvii) provisions for penalties and forfeitures under agreements as a consequence of non-participation in operations; and
- (xviii) 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.

- (bb) **"Person**" means any individual, corporation, limited or unlimited liability company, joint venture, partnership (limited or general), trust, trustee, executor, Governmental Authority or other entity;
- (cc) "Petroleum and Natural Gas Rights" means Vendor's entire interest in and to all rights to and in respect of the Leased Substances and the Title Documents (but only to the extent that the Title Documents pertain to the Lands), including the interests set out and described in Schedule "A";
- (dd) "Petroleum Substances" means any of crude oil, crude bitumen and products derived therefrom, synthetic crude oil, petroleum, natural gas, natural gas liquids, and any and all other substances related to any of the foregoing, whether liquid, solid or gaseous, and whether hydrocarbons or not, including sulphur;
- (ee) "Prime Rate" means the rate of interest, expressed as a rate per annum, designated by the main branch in Calgary of the National Bank of Canada as the reference rate used by it to determine rates of interest charged by it on Canadian dollar commercial loans made in Canada and which is announced by such bank, from time to time, as its prime rate, provided that whenever such bank announces a change in such reference rate the "Prime Rate" shall correspondingly change effective on the date the change in such reference rate is effective;
- (ff) **"Representative**" means, with, respect to any Party, its Affiliates, and its and their respective directors, officers, servants, agents, advisors, employees and consultants;
- (gg) **"Rights of First Refusal**" means a preferential, pre-emptive or first purchase right that becomes operative by virtue of this Agreement or the Transaction;
- (hh) "Sales Taxes" means all transfer, sales, excise, stamp, license, production, value-added and other like taxes, assessments, charges, duties, fees, levies or other governmental charges of any kind, and includes additions by way of penalties, interest and other amounts with respect thereto, including GST;
- (ii) "Specific Conveyances" means all conveyances, assignments, transfers, novations and other documents or instruments that are reasonably required or desirable to convey, assign and transfer the interest of Vendor in and to the Assets to Purchaser and to novate Purchaser in the place and stead of Vendor with respect to the Assets;
- (jj) "Tangibles" means Vendor's entire interest in and to the Facilities and any and all tangible depreciable property and assets, if any, which are located within, upon or in the vicinity of the Lands and which are used or are intended to be used to produce, process, gather, treat, measure, make marketable or inject the Leased Substances or any of them, and any real property (other than the Lands);
- (kk) **"Third Party**" means any individual or entity other than Receiver, Manitok, Vendor and Purchaser, including any partnership, corporation, trust, unincorporated organization, union, government and any department and agency thereof and any heir, executor, administrator or other legal representative of an individual;
- "this Agreement", "herein", "hereto", "hereof" and similar expressions mean and refer to this Agreement;
- (mm) "Title Documents" means, collectively, any and all certificates of title, leases, reservations, permits, licences, assignments, trust declarations, operating agreements, royalty agreements, gross overriding royalty agreements, participation agreements, farmin agreements, sale and purchase agreements, pooling agreements and any other documents and agreements granting, reserving or otherwise conferring rights to (i)

explore for, drill for, produce, take, use or market Petroleum Substances, (ii) share in the production of Petroleum Substances, (iii) share in the proceeds from, or measured or calculated by reference to the value or quantity of, Petroleum Substances which are produced, and (iv) rights to acquire any of the rights described in items (i) to (iii) of this definition; but only if the foregoing pertain in whole or in part to Petroleum Substances within, upon or under the Lands; including those, if any, set out and described in Schedule "A";

- (nn) "**Transaction**" means the transaction for the purchase and sale of the Assets as contemplated by this Agreement; and
- (oo) "Wells" means Vendor's entire interest in and to all producing, shut-in, suspended, abandoned, capped, injection and disposal wells on the Lands, including the wells listed in Schedule "B".

### 1.2 Headings

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

### **1.3** Interpretation Not Affected by Headings

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

### 1.4 Included Words

When the context reasonably permits, words suggesting the singular shall be construed as suggesting the plural and *vice versa*, and words suggesting gender or gender neutrality shall be construed as suggesting the masculine, feminine and neutral genders. The word "including" or any variation thereof means "including, without limitation," and shall not be construed to limit any general statement that it follows to the specific or similar items or matters immediately following it.

### 1.5 Schedules

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

Schedule "A"	-	Lands and Petroleum and Natural Gas Rights
Schedule "B"	-	Wells and Facilities
Schedule "C"	-	Rights of First Refusal
Schedule "D"	-	General Conveyance
Schedule "E"	-	Form of Officer's Certificate
Schedule "F"	-	Form of Court Order

Such schedules are incorporated herein by reference as though contained in the body hereof. Wherever any term or condition of such schedules conflicts or is at variance with any term or condition in the body of this Agreement, such term or condition in the body of this Agreement shall prevail.

### 1.6 Damages

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

### 1.7 Derivatives

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

### 1.8 Interpretation if Closing Does Not Occur

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

### 1.9 Conflicts

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

### 1.10 Currency

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

### ARTICLE 2 PURCHASE AND SALE AND CLOSING

### 2.1 Purchase and Sale

Vendor, exercising the powers of sale granted pursuant to the Appointment Order, hereby agrees to sell, assign, transfer, convey and set over to Purchaser, and Purchaser hereby agrees to purchase from Vendor, all of the right, title, estate and interest of Vendor (whether absolute or contingent, legal or beneficial) in and to the Assets, subject to and in accordance with the terms of this Agreement.

### 2.2 Purchase Price

The aggregate consideration to be paid by Purchaser to Vendor for Vendor's interest in and to the Assets shall be **Sales Taxes**, plus or minus (as applicable) the net amount of the adjustments made pursuant to ARTICLE 7, satisfied by Purchaser as follows:

- (a) payment of the Deposit (as set forth and defined in section 2.11); and
- (b) the balance of the Purchase Price subject to ARTICLE 7, payable to Vendor at Closing.

The Parties shall allocate the Purchase Price as follows:

Petroleum and Natural Gas Rights Tangibles Miscellaneous Interests Total



### 2.4 Assumption of Abandonment and Reclamation Obligations

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

### 2.5 Closing

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

- (a) On the Closing Date, Vendor shall deliver to Purchaser:
  - (i) the General Conveyance in the form attached as Schedule "D", duly executed by Vendor;
  - (ii) the Officer's Certificate substantially in the form attached as Schedule "E", duly executed by Vendor;
  - (iii) a receipt for the Purchase Price as adjusted herein plus applicable Sales Taxes;
  - (iv) a certified copy of the Court Order; and
  - (v) any such other items as may be specifically required hereunder.
- (b) On the Closing Date, Purchaser shall deliver to Vendor:
  - (i) the General Conveyance in the form attached as Schedule "D", duly executed by Purchaser;
  - (ii) the Officer's Certificate substantially in the form attached as Schedule "E", duly executed by Purchaser;
  - (iii) the Purchase Price, as adjusted herein, less the Deposit, plus applicable Sales Taxes; and
  - (iv) any such other items as may be specifically required hereunder.

### 2.6 Licence Transfers

(a) To the extent applicable, within three (3) Business Days following Closing, Vendor shall prepare and, where applicable, electronically submit, the LTA to the applicable

Governmental Authorities for Licence Transfers and Purchaser or its nominee shall, where applicable, electronically ratify and sign such application.

- (a) Following the submission of the applicable Licence Transfers as contemplated in section 2.6(a), Vendor shall hold legal title to the permits, approvals, licenses and authorizations relating to the Assets in trust as bare trustee for and on behalf of Purchaser until such time as such Licence Transfers have been completed; provided, Purchaser shall (i) procure and maintain insurance in relation to the Assets in accordance with good industry practice and of the type, kind and amount satisfactory to Vendor (acting reasonably), which shall name Vendor as an insured in connection therewith; (ii) indemnify Vendor in relation to all Losses suffered by Vendor in relation to the foregoing; and (iii) report to Vendor on a bi-weekly basis regarding the operating status of the Assets and immediately regarding any matters of actual or potential environmental concern in relation thereto. Notwithstanding anything to the contrary contained herein, the foregoing trust obligations of Vendor and the trust itself shall automatically cease and terminate upon the earlier to occur of ninety (90) days (or such longer period as may be mutually agreed to by the Parties in writing) following the Closing Date or the date on which the Licence Transfers have been completed.
- (b) If a Governmental Authority denies any Licence Transfers because of misdescription or other minor deficiencies in the application, Vendor shall within one (1) Business Day of such denial correct the application and amend and re-submit the LTA and Purchaser shall, where applicable, electronically ratify and sign such application.
- (c) In the event that the approval by the Governmental Authority of Licence Transfers is conditional upon a Party providing deposits or other security to such Governmental Authority, Purchaser shall be responsible for providing such deposits or security to such Governmental Authority at Purchaser's sole expense.

### 2.7 Pipeline Records

- (a) In connection with the transfer of pipeline licenses relating to the Tangibles pursuant to the Agreement and the AER Bulletin 2015-34 (as amended, supplemented, revised or replaced, the "Bulletin"), Vendor is required to transfer sufficient documentation to satisfy the transferor statement on the AER digital data submission system (the "Pipeline Records"). If Purchaser or Vendor receives written notice from the AER that it has determined that Pipeline Records, or any of them, transferred by Vendor to Purchaser under the Agreement do not satisfy or are found to be deficient under the Bulletin in any respect, then Purchaser will be responsible for and shall conduct, in a timely manner, all operations and activities that are required to cure or remedy any and all deficiencies identified by the AER ("AER Deficiencies"), in each case in accordance in all material respects with the terms of the applicable Title Documents, Applicable Laws, any requirements set forth in any correspondence with the AER and with generally accepted industry practices in Alberta and following in all material respects the standard of care which would be followed by a reasonably prudent operator in similar circumstances.
- (b) The existence of any deficient Pipeline Records, AER Deficiencies and the remedial work required to be conducted in respect thereof, shall not constitute a breach of any of Vendor's representations, warranties or otherwise in the Agreement, and Purchaser shall have no claim against Vendor in relation thereto.

### 2.8 Specific Conveyances

The Parties shall cooperate in the preparation of the Specific Conveyances. At a reasonable time prior to Closing, Purchaser shall use reasonable efforts to prepare and provide for Vendor's review all Specific Conveyances at Purchaser's own cost and expense. The Parties shall execute such Specific Conveyances at Closing. None of the Specific Conveyances shall confer or impose upon either Party any

greater right or obligation than as contemplated in this Agreement. Promptly after Closing, Purchaser shall register and/or distribute (as applicable) all such Specific Conveyances and shall bear all costs incurred therewith and in preparing and registering any further assurances required to convey the Assets to Purchaser.

### 2.9 Title Documents and Miscellaneous Interests

As soon as practicable following Closing, Vendor shall deliver to Purchaser such original copies of the Title Documents and any other agreements and documents to which the Assets are subject and such original copies of contracts, agreements, records, books, documents, licenses, reports and data comprising Miscellaneous Interests which are now in the possession of Vendor or of which Vendor gains possession of prior to Closing.

## 2.10 Form of Payment

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

## 2.11 Deposit

The Parties acknowledge that a deposit in the amount of representing ten percent (10%) of the Purchase Price, has been provided by Purchaser to Vendor concurrent with the execution of this Agreement, to be held in trust in a trust account and released only in accordance with the provisions of this section 2.11 (the "**Deposit**", which shall include any interest earned thereon).

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

- (a) if Closing occurs, the Deposit shall be released and retained by Vendor at Closing for its own account absolutely and be applied as partial payment of the Purchase Price;
- (b) if Closing does not occur due to a breach of this Agreement by Purchaser or by failure of Purchaser to fulfill the conditions set forth in section 3.4, the Deposit shall be released and forfeited to Vendor for the account of Vendor absolutely; and
- (c) if Closing does not occur due to any reason other than as addressed by section 2.11(b), the Deposit shall be paid to Purchaser for the account of Purchaser absolutely.

## 2.12 Damages

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

### 2.13 Taxes

(a) <u>GST</u>

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

Vendor 838609345RT0001

Purchaser 88465 9913 RT0001

### (b) <u>Sales Taxes</u>

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

### (c) <u>Elections</u>

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

### ARTICLE 3 CONDITIONS OF CLOSING

### 3.1 Required Consents

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

### 3.2 Mutual Conditions

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

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

Unless otherwise agreed to by the Parties, if the conditions contained in this section 3.2 have not been performed or satisfied on or before December 15, 2018 or such later date as may be mutually agreed to by the Parties in writing, this Agreement and the obligations of Vendor and Purchaser under

this Agreement shall automatically terminate without any further action on the part of either Vendor or Purchaser.

### 3.3 Purchaser's Conditions

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

- (a) the representations and warranties of Vendor herein contained shall be true in all material respects when made and as of the Closing Date; and
- (b) all obligations of Vendor contained in this Agreement to be performed prior to or at Closing shall have been timely performed in all material respects.

If any one or more of the foregoing conditions precedent has or have not been satisfied, complied with, or waived by Purchaser, at or before the Closing Date, Purchaser may terminate this Agreement by written notice to Vendor. If Purchaser terminates this Agreement, Vendor and Purchaser shall be released and discharged from all obligations hereunder except as provided in sections 2.11 and 10.13.

## 3.4 Vendor's Conditions

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

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

If any one or more of the foregoing conditions precedent has or have not been satisfied, complied with, or waived by Vendor, at or before the Closing Date, Vendor may terminate this Agreement by written notice to Purchaser. If Vendor terminates this Agreement, Vendor and Purchaser shall be released and discharged from all obligations hereunder except as provided in sections 2.11 and 10.13.

### 3.5 Efforts to Fulfil Conditions Precedent

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

### ARTICLE 4 REPRESENTATIONS AND WARRANTIES

### 4.1 Representations and Warranties of Vendor and Receiver

Vendor makes only the following representations to Purchaser, no claim in respect of which shall be made or be enforceable by Purchaser unless written notice of such claim, with reasonable particulars, is given by Purchaser to Vendor within a period of six (6) months following the Closing Date:
- (a) Receiver has been appointed by the Court as receiver and manager of Manitok and such appointment is valid and subsisting;
- (b) subject to obtaining and pursuant to the Court Order, Vendor has the right to enter into this Agreement and to complete the Transaction; and
- (c) Vendor is not a non-resident of Canada within the *Income Tax Act* (Canada).

#### 4.2 Representations and Warranties of Purchaser

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

- (a) Purchaser is a partnership duly organized, validly existing and is authorized to carry on business in the provinces in which the Lands are located;
- (b) Purchaser has good right, full power and absolute authority to purchase and acquire the interest of Vendor in and to the Assets according to the true intent and meaning of this Agreement;
- (c) except for obtaining the Court Order, the execution, delivery and performance of this Agreement has been duly and validly authorized by any and all requisite corporate, shareholders', directors' or equivalent actions and will not result in any violation of, be in conflict with, or constitute a default under, any articles, charter, bylaw or other governing document to which Purchaser is bound;
- (d) the execution, delivery and performance of this Agreement will not result in any violation of, be in conflict with, or constitute a default under, any term or provision of any agreement or document to which Purchaser is party or by which Purchaser is bound, nor under any judgement, decree, order, statute, regulation, rule or license applicable to Purchaser;
- (e) provided the Court Order is obtained, this Agreement and any other agreements delivered in connection herewith constitute valid and binding obligations of Purchaser enforceable against Purchaser in accordance with their terms;
- (f) no authorization or approval or other action by, and no notice to or filing with, any Governmental Authority or regulatory body exercising jurisdiction over the Assets is required for the due execution, delivery and performance by Purchaser of this Agreement, other than authorizations, approvals or exemptions from requirement therefor previously obtained and currently in force or to be obtained prior to or after Closing;
- (g) Purchaser has adequate funds available in an aggregate amount sufficient to pay: (i) all amounts required to be paid by Purchaser under this Agreement; and (ii) all expenses which have been or will be incurred by Purchaser in connection with this Agreement and the Transaction;
- (h) Purchaser has not incurred any obligation or liability, contingent or otherwise, for brokers' or finders' fees in respect of this Agreement or the Transaction for which Vendor shall have any obligation or liability;
- (i) Purchaser is not a non-resident of Canada within the *Income Tax Act* (Canada); and
- (j) Purchaser is not a non-Canadian person for the purposes of the *Investment Canada Act* (Canada).

# 4.3 Limitation of Representations by Vendor

- (a) Notwithstanding anything to the contrary in this Agreement, Vendor expressly negates any representations or warranties except as expressly set forth in section 4.1, whether written or verbal, made by Vendor or its Representatives and in particular, without limiting the generality of the foregoing, Vendor disclaims all liability and responsibility for any such representation, warranty, statement or information made or communicated, whether verbal or in writing, to Purchaser or any of its Representatives. Vendor's interest in and to the Assets shall be purchased on a strictly "as is, where is" basis and there are no collateral agreements, conditions, representations or warranties of any nature whatsoever made by Vendor, express or implied, arising at law, by statute, in equity or otherwise, with respect to the Assets and in particular, without limiting the generality of the foregoing, there are no collateral agreements, conditions, representations or warranties made by Vendor, express or implied, arising at law, by statute, in equity or otherwise with respect to the Assets and in particular, without limiting the generality of the foregoing, there are no collateral agreements, conditions, representations or warranties made by Vendor, express or implied, arising at law, by statute, in equity or otherwise with respect to:
  - (i) any engineering, geological or other interpretation or economic evaluations respecting the Assets;
  - (ii) the quality, quantity or recoverability of Petroleum Substances within or under the Lands or any lands pooled or unitized therewith;
  - (iii) any estimates of the value of the Assets or the revenues or cash flows from future production from the Lands;
  - (iv) the rates of production of Petroleum Substances from the Lands;
  - (v) the environmental state or condition of the Lands;
  - (vi) the availability or continued availability of facilities, services or markets for the processing, transportation or sale of any Petroleum Substances;
  - (vii) the quality, condition, fitness, suitability, serviceability or merchantability of any tangible depreciable equipment or property interests which comprise the Assets (including the Tangibles);
  - (viii) the accuracy or completeness of the Data Room Information or any other data or information supplied by the Vendor or any of its Representatives in connection with the Assets;
  - (ix) the suitability of the Assets for any purpose;
  - (x) compliance with Applicable Laws; or
  - (xi) the title and interest or ownership of Vendor in and to the Assets.
- (b) Without restricting the generality of the foregoing, Purchaser acknowledges that it has made its own independent investigation, analysis, evaluation and inspection of Vendor's interests in the Assets and the state and condition thereof and that it is satisfied with, and has relied solely on, such investigation, analysis, evaluation and inspection as to its assessment of the condition, quantum and value of the Assets and those matters specifically enumerated in section 4.3(a).
- (c) Except with respect to the representations and warranties in section 4.1 or in the event of fraud, Purchaser forever releases and discharges Vendor and its Representatives from any claims and all liability to Purchaser or Purchaser's assigns and successors, as a

result of the use or reliance upon advice, information or materials pertaining to the Assets which was delivered or made available to Purchaser by Vendor or its Representatives prior to or pursuant to this Agreement, including any evaluations, projections, reports and interpretive or non-factual materials prepared by or for Vendor, or otherwise in Vendor's possession.

# ARTICLE 5 INDEMNITIES FOR REPRESENTATIONS AND WARRANTIES

# 5.1 Vendor's Indemnities for Representations and Warranties

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

# 5.2 Purchaser's Indemnities for Representations and Warranties

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

# 5.3 Survival of Representations and Warranties

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

# ARTICLE 6 INDEMNITIES

#### 6.1 Post-Closing Date Indemnity

Provided that Closing has occurred, Purchaser shall:

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

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

# 6.2 Environmental Matters and Abandonment and Reclamation Obligations

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

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

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

# 6.3 Third Party Claims

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

- (a) upon the Third Party Claim being made against or commenced against the Indemnitee, the Indemnitee shall within ten (10) Business Days of notice thereof provide written notice thereof to the Indemnitor. The notice shall describe the Third Party Claim in reasonable detail and indicate the estimated amount, if practicable, of the indemnifiable Losses that have been or may be sustained by the Indemnitee in respect thereof. If the Indemnitee does not provide notice to the Indemnitor within such ten (10) Business Day period, then such failure shall only lessen or limit the Indemnitee's rights to indemnity hereunder to the extent that the defence of the Third Party Claim was prejudiced by such lack of timely notice;
- (b) if the Indemnitor acknowledges to the Indemnitee in writing that the Indemnitor is responsible to indemnify the Indemnitee in respect of the Third Party Claim pursuant hereto, the Indemnitor shall have the right to do either or both of the following:
  - (i) assume carriage of the defence of the Third Party Claim using legal counsel of its choice and at its sole cost; and/or
  - settle the Third Party Claim, provided the Indemnitor pays the full monetary amount of the settlement and the settlement does not impose any restrictions or obligations on the Indemnitee;
- (c) each Party shall co-operate with the other Party in the defence of the Third Party Claim, including making available to the other Party and its Representatives whose assistance,

testimony or presence is of material assistance in evaluating and defending the Third Party Claim;

- (d) the Indemnitee shall not enter into any settlement, consent order or other compromise with respect to the Third Party Claim without the prior written consent of the Indemnitor (which consent shall not be unreasonably withheld or delayed), unless the Indemnitee waives its rights to indemnification in respect of the Third Party Claim;
- (e) upon payment of the Third Party Claim, the Indemnitor shall be subrogated to all claims the Indemnitee may have relating thereto. The Indemnitee shall give such further assurances and co-operate with the Indemnitor to permit the Indemnitor to pursue such subrogated claims as reasonably requested by it; and
- (f) if the Indemnitor has paid an amount pursuant to the indemnification obligations herein and the Indemnitee shall subsequently be reimbursed from any source in respect of the Third Party Claim from any Third Party, the Indemnitee shall promptly pay the amount of the reimbursement (including interest actually received) to the Indemnitor, net of taxes required to be paid by the Indemnitee as a result of any such receipt.

# ARTICLE 7 ADJUSTMENTS

# 7.1 Costs and Revenues to be Apportioned

- (a) Subject to paragraph 7.1(b) below and except as otherwise provided in this Agreement, all costs and expenses relating to the Assets (including maintenance, development, capital and operating costs) and all revenues relating to the Assets (including proceeds from the sale of production and fees from processing, treating or transporting Petroleum Substances on behalf of Third Parties) shall be apportioned as of the Effective Date between Vendor and Purchaser on an accrual basis in accordance with generally accepted accounting principles, provided that:
  - advances made by Vendor in respect of the costs of operations on Lands or lands pooled or unitized therewith or facilities interests included in the Assets which have not been applied to the payment of costs prior to the Closing Date and stand to the credit of Manitok or Vendor will be transferred to Purchaser and an adjustment will be made in favour of Vendor equal to the amount of the advance transferred;
  - (ii) deposits made by Manitok or Vendor relative to operations on the Lands shall be returned to Vendor;
  - costs and expenses of work done, services provided and goods supplied shall be deemed to accrue for the purposes of this ARTICLE 7 when the work is done or the goods or services are provided, regardless of when such costs and expenses become payable;
  - (iv) no adjustments shall be made in respect of Manitok's or Vendor's income taxes;
  - (v) revenues from the sale of Petroleum Substances will be deemed to accrue when the Petroleum Substances are produced;
  - (vi) all rentals and similar payments in respect of the Leased Substances or surface rights comprised in the Assets and all taxes (other than income taxes) levied with respect to the Assets or operations in respect thereof shall be apportioned between Vendor and Purchaser on a per diem basis as of the Effective Date; and

- (vii) any and all unpaid rentals and royalties which accrue to the Assets and are not a corporate debt (including unpaid surface lease rentals, mineral lease rentals, Crown royalties and municipal taxes for surface sites) which are identified by Purchaser prior to the preparation of the interim accounting statement shall be apportioned between Vendor and Purchaser on a per diem basis as of the Effective Date.
- (b) Vendor shall not be liable to make any adjustment in favour of, or make any payment to, Purchaser pursuant hereto in respect of any liability which relates to the period which arose prior to the Date of Appointment.
- (c) Petroleum Substances which were produced, but not sold, as of the Effective Date shall be retained by Vendor and Vendor shall be responsible for all royalties or other encumbrances thereon and all processing, treating and transportation expenses pertaining thereto. Petroleum Substances will be deemed to be sold on a first in, first out basis.

# 7.2 Adjustments to Account

- (a) An interim accounting of the adjustments pursuant to section 7.1 shall be made at Closing based on Vendor's and Purchaser's good faith estimate of the costs and expenses paid by Vendor prior to Closing and the revenues received by Vendor prior to Closing. Vendor and Purchaser shall cooperate in preparing such interim accounting and Vendor shall provide a statement setting forth the adjustments as agreed to by Purchaser (acting reasonably) to be made at Closing not later than three (3) Business Days prior to Closing and shall assist Purchaser in verifying the amounts set forth in such statement. Vendor and Purchaser shall cooperate in preparing a final accounting of the adjustments pursuant to section 7.1 and Vendor shall deliver a statement of such final accounting statement to Purchaser within sixty (60) days following the Closing Date (the "Final Statement of Adjustments"), and no further or other adjustments whatsoever will be made thereafter. All adjustments after Closing shall be settled by payment by the Party required to make payment to the other Party hereunder within fifteen (15) Business Days of being notified of the determination of the amount owing.
- (b) All adjustments provided for in this Article shall be adjustments to the Purchase Price. An adjustment payable by a Party after Closing pursuant to this section 7.2 which is not paid within fifteen (15) Business Days of a written request for payment from the other Party, shall bear interest at the Prime Rate plus three percent (3%) per annum payable by the paying Party to the other Party from the end of such fifteen (15) Business Day period until the adjustment is paid.

# ARTICLE 8 MAINTENANCE OF ASSETS

# 8.1 Maintenance of Assets

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

(a) maintain the Assets in a proper and prudent manner in material compliance with all Applicable Laws and directions of Governmental Authorities; and

(b) pay all associated post-receivership operating costs, lessor royalties and rentals incurred by the Receiver in a timely manner.

# 8.2 Consent of Purchaser

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

- (a) make any commitment or propose, initiate or authorize any capital expenditure with respect to the Assets of which Vendor's share is in excess of \$10,000.00, except in case of an emergency or in respect of amounts which Vendor may be committed to expend or be deemed to authorize for expenditure without its consent; provided, however, that should Purchaser withhold its consent or fail to provide its consent in a timely manner and a reduction in the value of the Assets results, there shall be no abatement or reduction in the Purchase Price;
- (b) surrender or abandon any of the Assets, unless an expenditure of money is required to avoid the surrender or abandonment and Purchaser does not provide same in a timely fashion, in which event the Assets in question shall be surrendered or abandoned without abatement or reduction in the Purchase Price;
- (c) amend or terminate any Title Document or enter into any new agreement or commitment relating to the Assets; or
- (d) sell, encumber or otherwise dispose of any of the Assets or any part or portion thereof excepting sales of the Leased Substances in the normal course of business.

# 8.3 Proposed Actions

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

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

Following Closing and to the extent to which Purchaser must be novated into Title Documents and other agreements or documents to which the Assets are subject or otherwise recognized as the owner of the Assets, until that novation or recognition has been effected or for a period of ninety (90) days, whichever is sooner, Vendor shall:

- (a) in a timely manner, deliver to Purchaser all Third Party notices and communications, including authorizations for expenditures and mail ballots and all notices and communications received in respect of the Assets or events and occurrences affecting the Assets, and Vendor shall respond to such notices pursuant to Purchaser's written instructions, if received on a timely basis, provided that Vendor may refuse to follow any instructions which it reasonably believes to be unlawful, unethical or in conflict with any applicable agreement or contract, and provided that nothing shall preclude Vendor from taking such actions as Vendor reasonably determines are necessary for the protection of life or property, or as are required by all Applicable Laws, rules, regulations, orders and directions of Governmental Authorities and other competent authorities; and
- (b) receive all revenues which are the property of Purchaser pursuant to this Agreement, as bare trustee and shall remit such revenues to Purchaser in a timely fashion.

# 8.5 Vendor Deemed Purchaser's Trustee and Agent

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

# 8.6 Transfer of Operatorship

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

# ARTICLE 9 PURCHASER'S REVIEW AND ACCESS TO BOOKS AND RECORDS

# 9.1 Vendor to Provide Access

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

# 9.2 Access to Information

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

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

# 9.3 Maintenance of Information

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

# ARTICLE 10 GENERAL

# **10.1** Further Assurances

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

# 10.2 No Merger

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

# 10.3 Receiver

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

# **10.4** Entire Agreement

The provisions contained in any and all documents and agreements collateral hereto shall at all times be read subject to the provisions of this Agreement and, in the event of conflict, the provisions of this Agreement supersedes all other agreements (other than the Confidentiality Agreement dated August 15, 2018 (the "**Confidentiality Agreement**") between Vendor and Purchaser), documents, writings and verbal understandings between the Parties relating to the subject matter hereof and expresses the entire agreement of the Parties with respect to the subject matter hereof.

# 10.5 Governing Law

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

# **10.6** Signs and Notifications

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

# 10.7 Assignment and Enurement

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

# 10.8 Time of Essence

Time shall be of the essence in this Agreement.

#### 10.9 Notices

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

Vendor -	Alvarez & Mars Suite 1110, 250 Calgary, AB T2	) – 6 <sup>th</sup> Avenue SW
	Attention: Fax: Email:	Orest Konowalchuk (403) 538-7551 okonowalchuk@alvarezandmarsal.com

Purchaser -	Journey Energy Partnership 700, 517 – 10 Avenue SW		
	Calgary, AB	T2R 0A8	
	Attention: Fax: Email:	Vice President, Land (403) 695-1775 Anthony.polini@journeyenergy.ca	

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

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

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

# 10.10 Invalidity of Provisions

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

#### 10.11 Waiver

No failure on the part of any Party in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or remedy preclude any other or further exercise thereof or the exercise of any right or remedy in law or in equity or by statute or otherwise conferred. No waiver by any Party of any breach (whether actual or anticipated) of any of the terms, conditions, representations or warranties contained herein shall take effect or be binding upon that Party unless the waiver is expressed in writing under the authority of that Party. Any waiver so given shall extend only to the particular breach so waived and shall not limit or affect any rights with respect to any other or future breach.

# 10.12 Amendment

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

# **10.13** Confidentiality and Public Announcements

Until Closing has occurred and subject to the Confidentiality Agreement, each Party shall keep confidential all information obtained from the other Party in connection with the Assets and shall not release any information concerning this Agreement and the Transaction without the prior written consent

of the other Party, which consent shall not be unreasonably withheld. Nothing contained herein shall prevent a Party at any time from furnishing information (i) to any Governmental Authority or regulatory authority or to the public or otherwise if required by Applicable Law or as directed by any Governmental Authority or regulatory authority (including in relation to the receivership proceedings of Manitok and such proceedings themselves); or (ii) in connection with obtaining the Court Order; or (iii) as required to Manitok's secured creditors.

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

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

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

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

**JOURNEY ENERGY PARTNERSHIP**, by its managing partner, **JOURNEY ENERGY INC.** 

>\_/

Per:\_\_

Name: Orest Konowalchuk, CPA, CA, CIRP, LIT Title: Senior Vice President Per: Name: Title:

#### 10.14 Counterpart Execution

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

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

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

JOURNEY ENERGY PARTNERSHIP, by its managing partner, JOURNEY ENERGY INC.

Anthony V. Polini Name: Vice President, Land

Per:			
Name:			
Title			

Per:

Title:

Name:

Per: Name:

Per:

Title:

Title:

THE FOLLOWING COMPRISES SCHEDULE "A" ATTACHED TO AND FORMING PART OF A PURCHASE AND SALE AGREEMENT DATED THE 26<sup>th</sup> DAY OF OCTOBER, 2018 BETWEEN ALVAREZ & MARSAL CANADA INC., solely in its capacity as receiver and manager of MANITOK ENERGY INC., and not in its personal or corporate capacity, and JOURNEY ENERGY PARTNERSHIP.

# Lands and Petroleum and Natural Gas Rights

Lease	Lands	Rights	WI%	Encumbrances
PSKY Lease	SW 21-042- 03W5M	Petroleum in Belly River	60%	17.5% LOR
PSKY Lease	NW 15-042- 03W5M	Petroleum in Belly River	88%	20% LOR 2.5% GOR payable to Coastal 50% and Freehold 50%
PSKY Lease	NE 15-042- 03W5M	Petroleum in Belly River	88%	25% LOR

THE FOLLOWING COMPRISES SCHEDULE "B" ATTACHED TO AND FORMING PART OF A PURCHASE AND SALE AGREEMENT DATED THE 26<sup>th</sup> DAY OF OCTOBER, 2018 BETWEEN ALVAREZ & MARSAL CANADA INC., solely in its capacity as receiver and manager of MANITOK ENERGY INC., and not in its personal or corporate capacity, and JOURNEY ENERGY PARTNERSHIP.

# Wells and Facilities

# Wells

102/03-21-042-03W5Licence 0374332100/13-15-042-03W5Licence 0333602100/14-15-042-03W5Licence 0394929102/15-15-042-03W5Licence 0401038100/16-15-042-03W5Licence 0412140

# **Pipelines**

Pipeline Licence	Line Number	From	То
47917	7	14-16-042-03W5 Well	14-16-042-03W5 Pipeline
47917	8	14-15-042-03W5 Well	14-15-042-03W5 Pipeline
47917	9	15-15-042-03W5 Well	15-15-042-03W5 Pipeline
47917	11	16-15-042-03W5 Well	15-15-042-03W5 Pipeline

# **Facilities**

# 100/16-15-42-03-W5/00 Wellsite

\*1440 36" separator package/chemical pump/fuel gas scrubber

\*400 bbl tank with secondary containment

\*160 Ampscot pump jack and arrow engine

\*EFM/battery/solar panel

# 102/15-15-42-03-W5/00 Wellsite

- \*1440 20" separator package/chemical pump/fuel gas scrubber
- \*2 400 bbl tanks with secondary containment
- \*320 Ampscot pump jack and arrow engine
- \*EFM/battery/solar panel

# 100/14-15-42-03-W5/00 Wellsite

- \*1440 20" separator package/chemical pump/fuel gas scrubber
- \*400 bbl tank with secondary containment
- \*160 Ampscot pump jack and arrow engine
- \*EFM/battery/solar panel

# 100/13-15-42-03-W5 Wellsite

- \*1440 20" separator package/chemical pump/fuel gas separator
- \*400 bbl tank with secondary containment
- \*160 Ampscot pump jack and arrow engine
- \*EFM/battery/solar panel

# 100/3-21-42-03-W5/00 Wellsite

- \*1440 20" separator/chemical pump/fuel gas separator
- \*400 bbl tank with secondary containment
- \*160 Ampscot and arrow engine
- \*EFM/battery/solar panel

THE FOLLOWING COMPRISES SCHEDULE "C" ATTACHED TO AND FORMING PART OF A PURCHASE AND SALE AGREEMENT DATED THE 26<sup>th</sup> DAY OF OCTOBER, 2018 BETWEEN ALVAREZ & MARSAL CANADA INC., solely in its capacity as receiver and manager of MANITOK ENERGY INC., and not in its personal or corporate capacity, and JOURNEY ENERGY PARTNERSHIP.

# **RIGHTS OF FIRST REFUSAL**

Nil.

THE FOLLOWING COMPRISES SCHEDULE "D" ATTACHED TO AND FORMING PART OF A PURCHASE AND SALE AGREEMENT DATED THE 26<sup>th</sup> DAY OF OCTOBER, 2018 BETWEEN ALVAREZ & MARSAL CANADA INC., solely in its capacity as receiver and manager of MANITOK ENERGY INC., and not in its personal or corporate capacity, and JOURNEY ENERGY PARTNERSHIP.

# **GENERAL CONVEYANCE**

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

# BETWEEN:

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

- and -

**JOURNEY ENERGY PARTNERSHIP**, a partnership formed under the laws of Alberta and having an office in Calgary, Alberta (hereinafter referred to as "**Purchaser**")

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

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

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

# 1. Definitions

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

"**Purchase Agreement**" means that Purchase and Sale Agreement between Vendor and Purchaser dated October 26, 2018.

# 2. Conveyance

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

# 3. Subordinate Document

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

# 4. No Merger

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

# 5. Governing Law

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

# 6. Enurement

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

# 7. Further Assurances

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

# 8. Counterpart Execution

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

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

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

**JOURNEY ENERGY PARTNERSHIP**, by its managing partner, **JOURNEY ENERGY INC.** 

Per:

Per:

Name: Title: Name: Title: THE FOLLOWING COMPRISES SCHEDULE "E" ATTACHED TO AND FORMING PART OF A PURCHASE AND SALE AGREEMENT DATED THE 26<sup>th</sup> DAY OF OCTOBER, 2018 BETWEEN ALVAREZ & MARSAL CANADA INC., solely in its capacity as receiver and manager of MANITOK ENERGY INC., and not in its personal or corporate capacity, and JOURNEY ENERGY PARTNERSHIP.

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

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

# RE: Purchase and Sale Agreement dated October 26, 2018 between Vendor and Purchaser (the "Agreement")

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

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

1. The undersigned is personally familiar, in **[his][her]** capacity as an officer of **[Vendor][Purchaser]**, with the matters hereinafter mentioned.

2. Each of the covenants, representations and warranties of the **[Vendor][Purchaser]** contained in Article 4 of the Agreement were true and correct in all material respects when made and are true and correct in all material respects as of the Closing Date.

3. All obligations of **[Vendor][Purchaser]** contained in the Agreement to be performed prior to or at Closing have been timely performed in all material respects.

4. This Certificate is made for and on behalf of the **[Vendor][Purchaser]** and is binding upon it, and I am not incurring, and will not incur, any personal liability whatsoever with respect to it.

5. This Certificate is made with full knowledge that the **[Vendor][Purchaser]** is relying on the same for the Closing of the transactions contemplated by the Agreement.

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

# [Name of Vendor/Purchaser]

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

Name:	
Title:	

THE FOLLOWING COMPRISES SCHEDULE "F" ATTACHED TO AND FORMING PART OF A PURCHASE AND SALE AGREEMENT DATED THE 26<sup>th</sup> DAY OF OCTOBER, 2018 BETWEEN ALVAREZ & MARSAL CANADA INC., solely in its capacity as receiver and manager of MANITOK ENERGY INC., and not in its personal or corporate capacity, and JOURNEY ENERGY PARTNERSHIP.

# FORM OF COURT ORDER

COURT FILE NUMBER

Clerk's Stamp

COURT

COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE

PLAINTIFF

DEFENDANT

DOCUMENT

APPROVAL AND VESTING ORDER (Sale by Receiver)

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

DATE ON WHICH ORDER WAS PRONOUNCED: \_\_\_\_\_

LOCATION WHERE ORDER WAS PRONOUNCED: \_\_\_\_\_

NAME OF JUSTICE WHO MADE THIS ORDER:

**UPON THE APPLICATION** by **[Receiver's Name]** in its capacity as the Court-appointed **[receiver/receiver and manager]** (the "Receiver") of the undertaking, property and assets of **[Debtor]** (the "Debtor") for an order approving the sale transaction (the "Transaction") contemplated by an agreement of purchase and sale (the "Sale Agreement") between the Receiver and **[Name of Purchaser]** (the "Purchaser") dated **[Date]** and appended to the \_\_\_\_\_ Report of the Receiver dated **[Date]** (the "Report"), and vesting in the Purchaser (or its nominee)<sup>1</sup> the Debtor's right, title and interest in and to the assets described in the Sale Agreement (the "Purchased Assets");

AND UPON HAVING READ the Receivership Order dated [Date] (the "Receivership Order"), the Report and the Affidavit of Service; AND UPON HEARING the submissions of counsel for the Receiver, the Purchaser [Names of other parties appearing], no one appearing for any other person on the service list, although properly served as appears from the Affidavit of Service, filed;

<sup>&</sup>lt;sup>1</sup> Ensure that there are no legal obstacles to the vesting of assets in a nominee (for example competition and anti-trust law). Should land be transferred and vested in a nominee, the Registrar of Land Titles requires the Purchaser to complete a Certificate of Nomination (which needs to be signed under seal if the Purchaser is a corporation. If the Purchaser is an individual, the signature needs to be witnessed with an affidavit of execution completed.)

# IT IS HEREBY ORDERED AND DECLARED THAT:

# SERVICE

[1] 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**

[2] The Transaction is hereby approved,<sup>2</sup> and the execution of the Sale Agreement by the Receiver is hereby authorized and approved, with such minor amendments as the Receiver may deem necessary. 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 to the Purchaser (or its nominee).

# VESTING OF PROPERTY

[3] Upon the delivery of a Receiver's certificate to the Purchaser (or its nominee) substantially in the form set out in Schedule "A" hereto (the "Receiver's Certificate"), all of the Debtor's right, title and interest in and to the Purchased Assets described in the Sale Agreement and listed on Schedule "B" hereto shall vest absolutely in the name of the Purchaser (or its nominee), free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, <u>caveats</u>, <sup>1</sup>mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "Claims")<sup>3</sup> including, without limiting the generality of the foregoing:

any encumbrances or charges created by the Receivership Order;

all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Alberta) or any other personal property registry system; and

those Claims listed on **Schedule** "**C**" hereto (all of which are collectively referred to as the "Encumbrances", which term shall not include the permitted encumbrances, <u>caveats</u>, <sup>2</sup>easements and restrictive covenants listed on **Schedule** "**D**"); and,

<sup>&</sup>lt;sup>2</sup> In some cases, notably where this Order may be relied upon for proceedings in the United States, a finding that the Transaction is commercially reasonable and in the best interests of the Debtor and its stakeholders may be necessary. Evidence should be filed to support such a finding.

<sup>&</sup>lt;sup>3</sup> The "Claims" being vested out may, in some cases, include ownership claims, where ownership is disputed and the dispute is brought to the attention of the Court. Such ownership claims would, in that case, still continue as against the net proceeds from the sale of the claimed asset. Similarly, other rights, titles or interests could also be vested out, if the Court is advised what rights are being affected, and the appropriate persons are served. The Committee agrees with the view of the Ontario Committee that a non-specific vesting out of "rights, titles and interests" is vague and therefore undesirable.

for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.<sup>4</sup>

[4] 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 of Land Titles of Alberta (the "Registrar") is hereby authorized, requested, and directed to cancel the existing Certificate of Title No. \* for those lands and premises municipally described as \*, and legally described as:

# (the "Lands")

and to issue a new Certificate of Title for the Lands in the name of the Purchaser (or its nominee), namely, \*, and to register such transfers, discharges, discharge statements of conveyances, as may be required to convey clear title to the Lands to the Purchaser (or its nominee), which Certificate of Title shall be subject only to those encumbrances (the "Permitted Encumbrances") listed on **Schedule** "**D**" hereto.<sup>5</sup>

- [5] This Order shall be registered by the Registrar 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.
- [6] For the purposes of determining the nature and priority of Claims, the net proceeds<sup>6</sup> 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<sup>7</sup>, 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.

<sup>&</sup>lt;sup>4</sup> Should the removal of Encumbrances include removal of registrations at the Personal Property Registry involving serial numbered personal property, include this paragraph:

<sup>&</sup>quot;[From and after the closing of the Transaction (including the payment of the purchase price by the Purchaser to the Receive), the Receiver is authorized to discharge from the Personal Property Registry any claim registered against any of the Personal Property being purchased by the Purchaser, to the extent the security interest is registered against the interest of the Debtor.]"

<sup>&</sup>lt;sup>5</sup> Paragraphs 4 and 5 only apply if the Purchased Assets include land. Should the removal of restricted covenants from title be required, the Registrar of Land Titles will require the instrument number to be expressly identified in this Order. In the event that any encumbrances (such as builders liens) were registered against the land **after** the date of the Receivership Order, the Registrar requires that the Order clearly states whether those encumbrances should also be discharged. If such is the case, the Committee suggests the addition of the following at the end of paragraph: "The Registrar is expressly authorized and directed to include in the discharge of the encumbrances registered against the Lands, all encumbrances registered after the date the Receivership Order was granted."

<sup>&</sup>lt;sup>6</sup> The Report should identify the disposition costs and any other costs which should be paid from the gross sale proceeds, to arrive at "net proceeds".

<sup>&</sup>lt;sup>7</sup> This provision crystallizes the date as of which the Claims will be determined. If a sale occurs early in the insolvency process, or potentially secured claimants may not have had the time or the ability to register or perfect proper claims prior to the sale, this provision may not be appropriate, and should be amended to remove this crystallization concept.

- [7] The Purchaser (and its nominee, if any) shall, by virtue of the completion of the Transaction, have no liability of any kind whatsoever in respect of any Claims against the Debtor.
- [8] 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 (or its nominee).
- [9] The Purchaser (or its nominee) 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.
- [10] Immediately after the closing of the Transaction, the holders of the Permitted Encumbrances shall have no claim whatsoever against the Receiver or the Debtor.
- [11] The Receiver is to file with the Court a copy of the Receiver's Certificate, forthwith after delivery thereof to the Purchaser (or its nominee).
- [12] 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 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.
- [13] Notwithstanding:

The pendency of these proceedings;

Any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of the Debtor and any bankruptcy order issued pursuant to any such applications; and

Any assignment in bankruptcy made in respect of the Debtor

the vesting of the Purchased Assets in the Purchaser (or its nominee) 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 *Bankruptcy and Insolvency Act* (Canada) 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.

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

# MISCELLANEOUS MATTERS

- [15] 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.
- [16] 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.
- [17] Service of this Order on any party not attending this application is hereby dispensed with.

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

# Schedule "A"

# Form of Receiver's Certificate

# COURT FILE NUMBER

COURT

# COURT OF QUEEN'S BENCH OF ALBERTA

Clerk's Stamp

JUDICIAL CENTRE

PLAINTIFF

DEFENDANT

DOCUMENT

**RECEIVER'S CERTIFICATE** 

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

# RECITALS

- A. Pursuant to an Order of the Honourable Justice [Name] of the Court of Queen's Bench of Alberta, Judicial District of \_\_\_\_\_\_ (the "Court") dated [Date of Order], [Name of Receiver] was appointed as the receiver (the "Receiver") of the undertaking, property and assets of [Debtor] (the "Debtor").
- B. Pursuant to an Order of the Court dated [Date], the Court approved the agreement of purchase and sale made as of [Date of Agreement] (the "Sale Agreement") between the Receiver and [Name of Purchaser] (the "Purchaser") and provided for the vesting in the Purchaser of the Debtor's right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets 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 Purchased Assets; (ii) that the conditions to Closing as set out in section \* of the 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 Sale Agreement.

THE RECEIVER CERTIFIES the following:

- 1. The Purchaser (or its nominee) has paid and the Receiver has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;
- 2. The conditions to Closing as set out in section \* of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser (or its nominee); and
- 3. The Transaction has been completed to the satisfaction of the Receiver.
- 4. This Certificate was delivered by the Receiver at [Time] on [Date].

[Name of Receiver], in its capacity as Receiver of the undertaking, property and assets of [Debtor], and not in its personal capacity.

Per;\_\_\_\_\_

Name:

Title:

# TAB D

# **APPENDIX D**

Summary of Receiver's Fees and Disbursements

# Manitok Energy Inc.- in Receivership

Summary of Receiver's Fees and Disbursements February 20, 2018 to August 31, 2018

				Total Fees &		
Inv. No.	Period	Fees	Disbursements	5 Disbursements	GST	Total
1	February 20, 2018 to March 31, 2018	337,05	2.50 2,968.1	.4 340,020.64	17,001.03	357,021.67
2	April 1, 2018 to April 30, 2018	185,59	2.50 1,695.7	3 187,288.23	9,364.41	196,652.64
2	May 1, 2018 to May 31, 2018	157,06	7.50 561.3	3 157,628.83	7,881.44	165,510.27
4	June 1, 2018 to June 30, 2018	152,27	2.50 95.7	4 152,368.24	7,618.41	159,986.65
5	July 1, 2018 to July 31, 2018	145,86	7.50 0.0	0 145,867.50	7,293.38	153,160.88
TOTAL		\$ 977,852	2.50 \$ 5,320.94	\$ 983,173.44	\$ 49,158.67	\$ 1,032,332.11

# TAB E

# **APPENDIX E**

Summary of Receiver's Counsel's Fees and Disbursements

# Manitok Energy Inc.- in Receivership

Summary of Legal Fees (Norton Rose) and Disbursements February 20, 2018 to August 31, 2018

				Total Fees &		
Inv. No.	Period	Fees	Disbursements	Disbursements	GST	Total
9090028208 F	ebruary 20, 2018 to March 31, 2018	176,144.00	0.00	176,144.00	8,807.20	184,951.20
9090035036 A	pril 1, 2018 to April 30, 2018	107,516.00	7.00	107,523.00	5,376.15	112,899.15
9090042157 N	/lay 1, 2018 to May 31, 2018	46,710.00	959.21	47,669.21	2,383.46	50,052.67
9090051270 Ju	une 1, 2018 to June 30, 2018	76,878.00	53.60	76,931.60	3,846.08	80,777.68
9090057254 Ju	uly 1, 2018 to July 31, 2018	63,417.00	818.49	64,235.49	3,176.77	67,412.26
TOTAL		\$ 470,665.00	\$ 1,838.30	\$ 472,503.30	\$ 23,589.66	\$ 496,092.96

# APPENDIX E

# TAB F

# **APPENDIX F**

Receiver's Certificate – Rising Star PSA

COURT FILE NUMBER

25-2332583 25-2332610 25-2335351

CALGARY

COURT

JUDICIAL CENTRE

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

COURT OF QUEEN'S BENCH OF ALBERTA

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. solely in its capacity as the Court-appointed Receiver and Manager of Manitok Energy Inc.

DOCUMENT RECEIVER'S CERTIFICATE

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			
	Email: howard	267.8222 264.5973 .gorman@nortonrosefulbright.com / tephenson@nortonrosefulbright.com		
	Attention: File No.:	Howard A. Gorman Q.C. / D. Aaron Stephenson 1001023920		

# 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 undertaking, property and assets of Manitok Energy Inc. (the "Debtor").
- B. Pursuant to an Order of the Court dated October 17, 2018, the Court approved the purchase and sale agreement made as of October 9, 2018 (the "Sale Agreement") between the Receiver and

CLERKS STATEPINSOLVENCY

OCT 2 4 2018

JUDICIAL CENTRE OF CALGARY Rising Star Resources Ltd. (the "**Purchaser**") and provided for the vesting in the Purchaser of the Debtor's right, title and interest in and to the Assets, which vesting is to be effective with respect to the Assets 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) that the conditions to Closing as set out in section Article 3 of the 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 Sale Agreement.

# THE RECEIVER CERTIFIES the following:

a. m.

- The Purchaser (or its nominee) has paid and the Receiver has received the Purchase Price for the Assets payable on the Closing Date pursuant to the Sale Agreement;
- The conditions to Closing as set out in Article 3 of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser (or its nominee); and
- 3. The Transaction has been completed to the satisfaction of the Receiver.
- 4. This Certificate was delivered by the Receiver at 10:00 a.m. on October 24, 2018.

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

Per

Name: Orest Konowalchuk, LIT Title: Senior Vice President

Receiver's Analysis of the Shanghai PSA, Bonavista PSA and Journey PSA

Shanghai PSA - UNREDACTED

Bonavista PSA - UNREDACTED

Journey PSA - UNREDACTED