

JAN - 8 2019

JUDICIAL CENTRE
OF CALGARY

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

COURT COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY

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

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

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

DOCUMENT **SIXTH REPORT OF THE RECEIVER**

January 7, 2019

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

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INTRODUCTION

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

beneficial ownership of those facilities in a series of four (4) separate transactions, as more fully described in the Second Report of the Receiver (the “**Stream Facilities**”).

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

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

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

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

TERMS OF REFERENCE

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

BACKGROUND AND OVERVIEW

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

oil in Southeast Alberta. Manitok is a corporation registered to carry on business in the Province of Alberta whose shares were traded widely on the TSX Venture Exchange before trading was halted prior to the Receivership Date. Manitok is headquartered in Calgary, Alberta and has two wholly-owned subsidiaries, Raimount and Corinthian.

12. The Receiver was recently forced to shut-in production from Raimount's producing wells as a result of third-party owned pipelines utilized by Raimount being shut-in. The Raimount production was not material to the Company's total production and generated low net backs and minimal cash flow. The Receiver does not anticipate bringing any of Raimount's wells back on production and, further, anticipates that it will likely disclaim its interests in the majority of Raimount's remaining assets, as a result of there being no interest in and/or offers for these assets. The Sale Process generated minimal interest in the Raimount assets; as discussed further below, only the assets subject to the Raimount PSA and certain assets in the Gold Creek area are likely to be sold.
13. Further background to the Company and its financial circumstances is contained in the materials filed in support of and relating to the Receivership Order. These documents and other relevant information, including the Receiver's other filed reports, have been posted by the Receiver on its website at: www.alvarezandmarsal.com/manitok (the "**Receiver's Website**").

ACTIVITIES OF THE RECEIVER

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

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

Update on Freehold

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

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

Update on Ember

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

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

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

Update on PSK

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

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

Update on Stream

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

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

MANITOK PSA AND AMENDING AGREEMENT (MANITOK PSA)

The Process

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

Manitok PSA

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

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

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

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

Amending Agreement (Manitok PSA)

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

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

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

Raimount PSA

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

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

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

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

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

PROPOSED MANITOK SAVO

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

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

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

PROPOSED INTERIM DISTRIBUTION

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

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

COMPLETION OF THE RECEIVERSHIP

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

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

RECEIVER'S CONCLUSIONS AND RECOMMENDATIONS

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

All of which is respectfully submitted this 7th day of January 2019.

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

A handwritten signature in blue ink, consisting of a stylized 'O' followed by a horizontal line that curves upwards at the end.

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

APPENDIX A

Manitok PSA – REDACTED

PURCHASE AND SALE AGREEMENT

THIS AGREEMENT made as of the 23rd day of November, 2018.

BETWEEN:

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

- and -

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

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

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

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

ARTICLE 1 INTERPRETATION

1.1 Definitions

In this Agreement, unless the context otherwise requires:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.2 Headings

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

1.3 Interpretation Not Affected by Headings

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

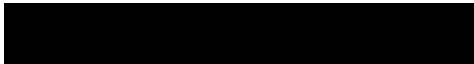

1.4 Included Words

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

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

1.5 Schedules

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

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

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

1.6 Damages

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

1.7 Derivatives

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

1.8 Interpretation if Closing Does Not Occur

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

1.9 Conflicts

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

1.10 Currency

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

ARTICLE 2 PURCHASE AND SALE AND CLOSING

2.1 Purchase and Sale

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

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

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

2.2 Purchase Price

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

2.3 Allocation of Purchase Price


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

2.4 Assumption of Abandonment and Reclamation Obligations

In determining the Purchase Price, the Parties have taken into account the Purchaser's assumption of responsibility for the payment of all costs for existing or future Abandonment and Reclamation Obligations associated with the Assets, as set forth in this Agreement, and the absolute release of 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 the right, title and interest of Vendor and Manitok in and to the Assets shall pass from Vendor to Purchaser on the Closing Date.

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

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

2.6 Licence Transfers

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

2.7 Steps upon satisfaction of certain Conditions

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

2.8 Pipeline Records

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

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

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

2.9 Specific Conveyances

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

2.10 Title Documents and Miscellaneous Interests

As soon as practicable following Closing:

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

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

2.11 Form of Payment

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

2.12 Deposit

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

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

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

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

2.13 Damages

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

2.14 Taxes

(a) GST

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

Vendor 838609345RT0001

Purchaser 799744314RT0001

(b) Sales Taxes

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

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

(c) Elections

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

2.15 Disputed Ember Assets and Disputed PrairieSky Assets

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

**ARTICLE 3
CONDITIONS OF CLOSING**

3.1 Required Consents

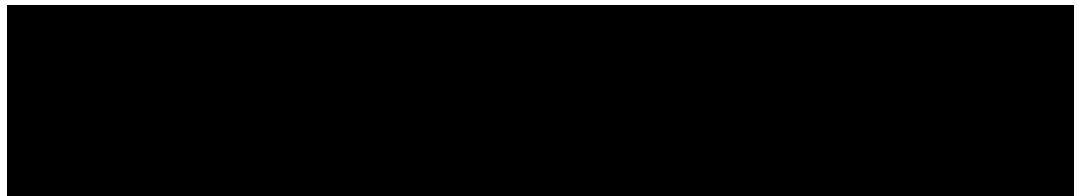
Both before and after Closing, each of the Parties shall use all reasonable efforts to obtain any and all approvals required under Applicable Law and any and all material consents of Third Parties required to permit the Transaction. The Parties acknowledge that the acquisition of such consents shall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

3.2 Mutual Conditions

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

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

(c)



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

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

3.3 Purchaser's Conditions

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

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

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

3.4 Vendor's Conditions

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

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

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

3.5 Efforts to Fulfil Conditions Precedent

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

ARTICLE 4 REPRESENTATIONS AND WARRANTIES

4.1 Representations and Warranties of Vendor and Receiver

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

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

4.2 Representations and Warranties of Purchaser

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

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

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

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

4.3 Limitation of Representations by Vendor

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

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

ARTICLE 5 INDEMNITIES FOR REPRESENTATIONS AND WARRANTIES

5.1 Vendor's Indemnities for Representations and Warranties

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

5.2 Purchaser's Indemnities for Representations and Warranties

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

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

5.3 Survival of Representations and Warranties

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

ARTICLE 6 INDEMNITIES

6.1 Post-Closing Date Indemnity

Provided that Closing has occurred, Purchaser shall:

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

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

6.2 Environmental Matters and Abandonment and Reclamation Obligations

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

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

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

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

6.3 Third Party Claims

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

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

ARTICLE 7 ADJUSTMENTS

7.1 Costs and Revenues to be Apportioned

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

7.2 Adjustments to Account

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

ARTICLE 8 MAINTENANCE OF ASSETS

8.1 Maintenance of Assets

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

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

8.2 Consent of Purchaser

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

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

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

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

8.3 Proposed Actions

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

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

8.4 Post-Closing Transition

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

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

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

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

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

8.6 Post-Closing Trust in relation to Licences

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

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

8.7 Transfer of Operatorship

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

8.8 Tax Filings

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

ARTICLE 9 RIGHTS OF FIRST REFUSAL

9.1 Rights of First Refusal

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

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

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

10.1 Vendor to Provide Access

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

10.2 Access to Information

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

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

10.3 Maintenance of Information

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

**ARTICLE 11
GENERAL**

11.1 Further Assurances

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

11.2 No Merger

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

11.3 Receiver

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

11.4 Entire Agreement

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

11.5 Governing Law

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

11.6 Signs and Notifications

Within sixty (60) days following Closing, Purchaser shall remove any signage which indicates Manitoak'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 – 6th Avenue SW
Calgary, AB T2P 3H7

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

With a copy to:

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

Attention: Howard Gorman, Q.C.
Fax: (403) 264-5973
Email: Howard.Gorman@nortonrosefulbright.com

Purchaser - Tantalus Energy Corp.
1510, 555 – 4th Avenue SW
Calgary, AB T2P 3E7

Attention: Brad Golinowski
Email: bg@tantalusenergy.com

With a copy to:

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

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

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

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

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

11.10 Invalidity of Provisions

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

11.11 Waiver

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

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

11.12 Amendment

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

11.13 Confidentiality and Public Announcements

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

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


11.14 Counterpart Execution

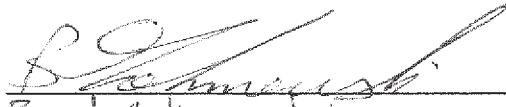
This Agreement may be executed and delivered in counterpart and transmitted by facsimile or other electronic means and all such executed counterparts, including electronically transmitted copies of such counterparts, shall together constitute one and the same agreement.

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

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

TANTALUS ENERGY CORP.

Per: 
Name: Orest Konowalchuk, LIT.
Title: Senior Vice President

Per: 
Name: Brad Golnowski
Title: Director

Per: _____
Name: _____
Title: _____

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

Lands and Petroleum and Natural Gas Rights

See the attached.

Report Date: Nov 27, 2018

Page Number: 1

REPORTED IN HECTARES

MANITOK ENERGY. INC. Mineral Property Report

Province: ALBERTA

Area : CARSELAND

BASE AREA ASSETS (NOV 27, 2018)

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held
M00475	NG	FH	Eff: May 27, 2014	259.000		WI	TWP 22 RGE 25 W4M SEC 10
Sub: A	WI		Exp: May 26, 2017	259.000	MANITOK	100.00000000	ALL NG IN VIKING_ZONE
ACTIVE	PRAIRIESKY		Ext: HBP	259.000			
	MANITOK				Total Rental: 1295.00		
100.00000000	MANITOK						

Status	Hectares	Net	Hectares	Net
DEVELOPED	259.000	259.000	0.000	0.000
Dev:			Undev:	

M00467	PNG	CR	Eff: Aug 01, 1982	1.200		WI	TWP 22 RGE 25 W4M PTN SE 11
Sub: A	WI		Exp: Jul 31, 1987	1.200	MANITOK	100.00000000	ALL PNG TO BASE BELLY_RIVER
ACTIVE	0482080180		Ext: 15	1.200			(LYING TO THE SOUTH OF THE BOW RIVER LEFT BANK)
	MANITOK				Total Rental: 50.00		
100.00000000	MANITOK						

Status	Hectares	Net	Hectares	Net
DEVELOPED	1.200	1.200	0.000	0.000
Dev:			Undev:	

M00474	NG	FH	Eff: May 27, 2014	257.790		WI	TWP 22 RGE 25 W4M N 11, SW 11,
Sub: A	WI		Exp: May 26, 2017	257.790	MANITOK	100.00000000	PTN SE 11
ACTIVE	PRAIRIESKY		Ext: HBP	257.790			ALL NG FROM TOP SURFACE TO BASE BELLY_RIVER;
	MANITOK				Total Rental: 1288.93		ALL CBM FROM TOP SURFACE TO BASE BELLY_RIVER
100.00000000	MANITOK						

Status	Hectares	Net	Hectares	Net
DEVELOPED	257.790	257.790	0.000	0.000
Dev:			Undev:	

M00473	NG	FH	Eff: May 27, 2014	259.000		WI	TWP 22 RGE 25 W4M SEC 15
Sub: A	WI		Exp: May 26, 2017	259.000	MANITOK	100.00000000	ALL NG IN GLAUCONITE_ZONE;
ACTIVE	PRAIRIESKY		Ext: HBP	259.000			ALL CBM IN GLAUCONITE_ZONE

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MANITOK ENERGY. INC. Mineral Property Report

Province: ALBERTA

Area : CARSELAND

BASE AREA ASSETS (NOV 27, 2018)

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

(cont'd)

M00473

Sub: A MANITOK

Total Rental: 1295.00

100.00000000 MANITOK

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
DEVELOPED		259.000	259.000		0.000	0.000

M01834	PNG	FH	Eff: May 01, 2015	64.750	C00009	Q	No	WI	TWP 22 RGE 25 W4M NE 15
Sub: A	WI		Exp: Apr 30, 2018	64.750	MANITOK			100.00000000	ALL PETROLEUM FROM TOP OF
DISPUTE	PRAIRIESKY			64.750					MANNVILLE TO TOP OF
	MANITOK								GLAUCONITE_ZONE
100.00000000	MANITOK								
			Total Rental:				178.06		

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
DEVELOPED		64.750	64.750		0.000	0.000

M01835	PNG	FH	Eff: May 01, 2015	64.750	C00009	Q	No	WI	TWP 22 RGE 25 W4M NW 15
Sub: A	WI		Exp: Apr 30, 2018	64.750	MANITOK			100.00000000	ALL PETROLEUM FROM TOP
DISPUTE	PRAIRIESKY			64.750					MANNVILLE TO BASE
	MANITOK								GLAUCONITE_ZONE
100.00000000	MANITOK								
			Total Rental:				178.06		

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
DEVELOPED		64.750	64.750		0.000	0.000

M01836	PNG	FH	Eff: May 01, 2015	64.750	C00009	Q	No	WI	TWP 22 RGE 25 W4M NE 16
Sub: A	WI		Exp: Apr 30, 2018	64.750	MANITOK			100.00000000	ALL PETROLEUM FROM TOP
DISPUTE	PRAIRIESKY			64.750					MANNVILLE TO BASE

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MANITOK ENERGY. INC. Mineral Property Report

Province: ALBERTA

Area : CARSELAND

BASE AREA ASSETS (NOV 27, 2018)

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

(cont'd)

M01836
Sub: A MANITOK Total Rental: 178.06 GLAUCONITE_ZONE
 100.00000000 MANITOK

Status		Hectares	Net		Hectares	Net
UNDEVELOPED	Dev:	0.000	0.000	Undev:	64.750	64.750

M00471 NG FH **Eff:** May 27, 2014 259.000 WI TWP 22 RGE 25 W4M SEC 17
Sub: A WI **Exp:** May 26, 2017 259.000 MANITOK 100.00000000 ALL NG IN GLAUCONITE_ZONE;
 ACTIVE PRAIRIESKY **Ext:** HBP 259.000 Total Rental: 1295.00 ALL CBM IN GLAUCONITE_ZONE
 100.00000000 MANITOK

Status		Hectares	Net		Hectares	Net
DEVELOPED	Dev:	259.000	259.000	Undev:	0.000	0.000

M01515 PET FH **Eff:** Dec 20, 2016 64.750 WI TWP 22 RGE 25 W4M SE 20
Sub: A WI **Exp:** Dec 19, 2021 64.750 MANITOK 100.00000000 ALL PETROLEUM FROM TOP SURFACE
 ACTIVE PRAIRIESKY 64.750 TO BASE BASEMENT
 MANITOK Total Rental: 194.25
 100.00000000 MANITOK

Status		Hectares	Net		Hectares	Net
UNDEVELOPED	Dev:	0.000	0.000	Undev:	64.750	64.750

M01516 PET FH **Eff:** Dec 20, 2016 64.750 WI TWP 22 RGE 25 W4M SW 20
Sub: A WI **Exp:** Dec 19, 2021 64.750 MANITOK 100.00000000 ALL PETROLEUM FROM TOP SURFACE
 ACTIVE PRAIRIESKY 64.750 TO BASE BASEMENT

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MANITOK ENERGY. INC. Mineral Property Report

Province: ALBERTA

Area : CARSELAND

BASE AREA ASSETS (NOV 27, 2018)

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

(cont'd)

M01516

Sub: A MANITOK
100.00000000 MANITOK

Total Rental: 194.25

Status		Hectares	Net		Hectares	Net
UNDEVELOPED	Dev:	0.000	0.000	Undev:	64.750	64.750

M01517
Sub: A PET FH
ACTIVE PRAIRIESKY
100.00000000 MANITOK

Eff: Dec 20, 2016
Exp: Dec 19, 2021

64.750
64.750 MANITOK
64.750
Total Rental: 194.25

WI
100.00000000

TWP 22 RGE 25 W4M NW 20
ALL PETROLEUM FROM TOP SURFACE
TO BASE BASEMENT

Status		Hectares	Net		Hectares	Net
UNDEVELOPED	Dev:	0.000	0.000	Undev:	64.750	64.750

M01518
Sub: A PET FH
ACTIVE PRAIRIESKY
100.00000000 MANITOK

Eff: Dec 20, 2016
Exp: Dec 19, 2021

64.750
64.750 MANITOK
64.750
Total Rental: 194.25

WI
100.00000000

TWP 22 RGE 25 W4M NE 20
ALL PETROLEUM FROM TOP SURFACE
TO BASE BASEMENT

Status		Hectares	Net		Hectares	Net
DEVELOPED	Dev:	64.750	64.750	Undev:	0.000	0.000

M01519
Sub: A NG FH
ACTIVE PRAIRIESKY

Eff: Dec 20, 2016
Exp: Dec 19, 2021

259.000
259.000 MANITOK
259.000

WI
100.00000000

TWP 22 RGE 25 W4M SEC 20
ALL NG FROM BASE BELLY_RIVER
TO BASE BASEMENT

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MANITOK ENERGY. INC. Mineral Property Report

Province: ALBERTA

Area : CARSELAND

BASE AREA ASSETS (NOV 27, 2018)

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

(cont'd)

M01519

Sub: A MANITOK

Total Rental: 777.00

100.00000000 MANITOK

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
DEVELOPED		259.000	259.000		0.000	0.000

M00350	PNG	FH	Eff: May 01, 2015	64.750	C00009	A	No	WI	TWP 22 RGE 25 W4M SW 28
Sub: A	WI		Exp: Apr 30, 2018	64.750	MANITOK			100.00000000	ALL PETROLEUM IN
ACTIVE	PRAIRIESKY		Ext: HBP	64.750					GLAUCONITE_ZONE;
	MANITOK								ALL PETROLEUM IN ELLERSLIE
100.00000000	MANITOK								

Total Rental: 178.06

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
DEVELOPED		64.750	64.750		0.000	0.000

M01837	PNG	FH	Eff: May 01, 2015	64.750	C00009	A	No	WI	TWP 22 RGE 25 W4M NW 28
Sub: A	WI		Exp: Apr 30, 2018	64.750	MANITOK			100.00000000	ALL PETROLEUM IN
ACTIVE	PRAIRIESKY		Ext: HBP	64.750					GLAUCONITE_ZONE;
	MANITOK								ALL PETROLEUM IN ELLERSLIE
100.00000000	MANITOK								

Total Rental: 178.06

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
UNDEVELOPED		0.000	0.000		64.750	64.750

M00469	NG	FH	Eff: May 27, 2014	256.300				WI	TWP 22 RGE 25 W4M SEC 31
Sub: A	WI		Exp: May 26, 2017	256.300	MANITOK			100.00000000	ALL NG IN ELLERSLIE;
ACTIVE	PRAIRIESKY		Ext: HBP	256.300					ALL CBM IN ELLERSLIE

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MANITOK ENERGY. INC. Mineral Property Report

Province: ALBERTA

Area : CARSELAND

BASE AREA ASSETS (NOV 27, 2018)

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

(cont'd)

M00469

Sub: A MANITOK

Total Rental: 1281.51

100.00000000 MANITOK

Status		Hectares	Net		Hectares	Net
DEVELOPED	Dev:	256.300	256.300	Undev:	0.000	0.000

M01838	PNG	FH	Eff: May 01, 2015	63.844	C00009	A	No	WI	TWP 22 RGE 25 W4M NE 32
Sub: A	WI		Exp: Apr 30, 2018	63.844	MANITOK			100.00000000	ALL PETROLEUM IN GLAUCONITE_ZONE

ACTIVE PRAIRIESKY

Ext: HBP 63.844

Total Rental: 175.57

100.00000000 MANITOK

Status		Hectares	Net		Hectares	Net
DEVELOPED	Dev:	63.844	63.844	Undev:	0.000	0.000

M01839	PNG	FH	Eff: May 01, 2015	63.957	C00009	A	No	WI	TWP 22 RGE 25 W4M NW 32
Sub: A	WI		Exp: Apr 30, 2018	63.957	MANITOK			100.00000000	ALL PETROLEUM IN GLAUCONITE_ZONE

ACTIVE PRAIRIESKY

Ext: HBP 63.957

Total Rental: 175.88

100.00000000 MANITOK

Status		Hectares	Net		Hectares	Net
UNDEVELOPED	Dev:	0.000	0.000	Undev:	63.957	63.957

M01840	PNG	FH	Eff: May 01, 2015	64.750	C00009	A	No	WI	TWP 22 RGE 25 W4M SE 32
Sub: A	WI		Exp: Apr 30, 2018	64.750	MANITOK			100.00000000	ALL PETROLEUM IN

ACTIVE PRAIRIESKY

Ext: HBP 64.750

GLAUCONITE_ZONE;

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MANITOK ENERGY. INC. Mineral Property Report

Province: ALBERTA

Area : CARSELAND

BASE AREA ASSETS (NOV 27, 2018)

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

(cont'd)

M01840
Sub: A MANITOK Total Rental: 178.06 ALL PETROLEUM IN ELLERSLIE
 100.00000000 MANITOK

Status		Hectares	Net		Hectares	Net
DEVELOPED	Dev:	64.750	64.750	Undev:	0.000	0.000

M01841 PNG FH **Eff:** May 01, 2015 64.750 C00009 A No WI TWP 22 RGE 25 W4M SW 32
Sub: A WI **Exp:** Apr 30, 2018 64.750 MANITOK 100.00000000 ALL PETROLEUM IN GLAUCONITE_ZONE
 ACTIVE PRAIRIESKY **Ext:** HBP 64.750
 100.00000000 MANITOK Total Rental: 178.06

Status		Hectares	Net		Hectares	Net
UNDEVELOPED	Dev:	0.000	0.000	Undev:	64.750	64.750

M01842 PNG FH **Eff:** May 01, 2015 63.960 C00009 A No WI TWP 22 RGE 25 W4M NE 33
Sub: A WI **Exp:** Apr 30, 2018 63.960 MANITOK 100.00000000 ALL PETROLEUM IN GLAUCONITE_ZONE
 DISPUTE PRAIRIESKY 63.960
 100.00000000 MANITOK Total Rental: 175.88

Status		Hectares	Net		Hectares	Net
UNDEVELOPED	Dev:	0.000	0.000	Undev:	63.960	63.960

M01843 PNG FH **Eff:** May 01, 2015 66.840 C00009 A No WI TWP 22 RGE 25 W4M NW 33
Sub: A WI **Exp:** Apr 30, 2018 63.840 MANITOK 100.00000000 ALL PETROLEUM IN
 ACTIVE PRAIRIESKY **Ext:** HBP 63.840 GLAUCONITE_ZONE;

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MANITOK ENERGY. INC. Mineral Property Report

Province: ALBERTA

Area : CARSELAND

BASE AREA ASSETS (NOV 27, 2018)

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

(cont'd)

M01843
Sub: A MANITOK Total Rental: 175.56 ALL PETROLEUM IN ELLERSLIE
 100.00000000 MANITOK

Status	Hectares	Net	Hectares	Net
UNDEVELOPED Dev:	0.000	0.000	Undev: 63.840	63.840

M01844 PNG FH **Eff:** May 01, 2015 64.750 C00009 A No WI TWP 22 RGE 25 W4M SW 33
Sub: A WI **Exp:** Apr 30, 2018 64.750 MANITOK 100.00000000 ALL PETROLEUM IN
 ACTIVE PRAIRIESKY **Ext:** HBP 64.750 ALL PETROLEUM IN ELLERSLIE
 100.00000000 MANITOK Total Rental: 178.06

Status	Hectares	Net	Hectares	Net
UNDEVELOPED Dev:	0.000	0.000	Undev: 64.750	64.750

M01845 PNG FH **Eff:** May 01, 2015 64.750 C00009 A No WI TWP 23 RGE 25 W4M NW 3
Sub: A WI **Exp:** Apr 30, 2018 64.750 MANITOK 100.00000000 ALL PETROLEUM IN GLAUCONITE_ZONE
 DISPUTE PRAIRIESKY 64.750
 100.00000000 MANITOK Total Rental: 178.06

Status	Hectares	Net	Hectares	Net
UNDEVELOPED Dev:	0.000	0.000	Undev: 64.750	64.750

M01846 PNG FH **Eff:** May 01, 2015 63.313 C00009 A No WI TWP 23 RGE 25 W4M SW 3
Sub: A WI **Exp:** Apr 30, 2018 63.313 MANITOK 100.00000000 ALL PETROLEUM IN GLAUCONITE_ZONE
 ACTIVE PRAIRIESKY **Ext:** HBP 63.313

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MANITOK ENERGY. INC. Mineral Property Report

Province: ALBERTA

Area : CARSELAND

BASE AREA ASSETS (NOV 27, 2018)

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

(cont'd)

M01846

Sub: A MANITOK

Total Rental: 174.11

100.00000000 MANITOK

Status		Hectares	Net		Hectares	Net
DEVELOPED	Dev:	63.313	63.313	Undev:	0.000	0.000

M01847	PNG	FH	Eff: May 01, 2015	64.750	C00009	A No	WI	TWP 23 RGE 25 W4M NE 4
Sub: A	WI		Exp: Apr 30, 2018	64.750	MANITOK		100.00000000	ALL PETROLEUM IN GLAUCONITE_ZONE

DISPUTE PRAIRIESKY

64.750

Total Rental: 178.06

100.00000000 MANITOK

Status		Hectares	Net		Hectares	Net
DEVELOPED	Dev:	64.750	64.750	Undev:	0.000	0.000

M01848	PNG	FH	Eff: May 01, 2015	63.265	C00009	A No	WI	TWP 23 RGE 25 W4M SW 4
Sub: A	WI		Exp: Apr 30, 2018	63.265	MANITOK		100.00000000	ALL PETROLEUM IN GLAUCONITE_ZONE

ACTIVE PRAIRIESKY

Ext: HBP

63.265

Total Rental: 173.98

100.00000000 MANITOK

Status		Hectares	Net		Hectares	Net
DEVELOPED	Dev:	63.265	63.265	Undev:	0.000	0.000

M01849	PNG	FH	Eff: May 01, 2015	64.750	C00009	A No	WI	TWP 23 RGE 25 W4M NE 9
Sub: A	WI		Exp: Apr 30, 2018	64.750	MANITOK		100.00000000	ALL PETROLEUM IN ELLERSLIE

DISPUTE PRAIRIESKY

64.750

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MANITOK ENERGY. INC. Mineral Property Report

Province: ALBERTA

Area : CARSELAND

BASE AREA ASSETS (NOV 27, 2018)

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

(cont'd)

M01849

Sub: A MANITOK

Total Rental: 178.06

100.00000000 MANITOK

Status	Hectares	Net	Hectares	Net
UNDEVELOPED Dev:	0.000	0.000	Undev: 64.750	64.750

M01850	PNG	FH	Eff: May 01, 2015	64.750	C00009	A	No	WI	TWP 23 RGE 25 W4M NW 9
Sub: A	WI		Exp: Apr 30, 2018	64.750	MANITOK			100.00000000	ALL PETROLEUM IN ELLERSLIE
DISPUTE	PRAIRIESKY			64.750					
	MANITOK								
100.00000000	MANITOK								

Total Rental: 178.06

Status	Hectares	Net	Hectares	Net
UNDEVELOPED Dev:	0.000	0.000	Undev: 64.750	64.750

M01851	PNG	FH	Eff: May 01, 2015	64.750	C00009	A	No	WI	TWP 23 RGE 25 W4M SE 9
Sub: A	WI		Exp: Apr 30, 2018	64.750	MANITOK			100.00000000	ALL PETROLEUM IN ELLERSLIE
DISPUTE	PRAIRIESKY			64.750					
	MANITOK								
100.00000000	MANITOK								

Total Rental: 178.06

Status	Hectares	Net	Hectares	Net
DEVELOPED Dev:	64.750	64.750	Undev: 0.000	0.000

M01852	PNG	FH	Eff: May 01, 2015	64.750	C00009	A	No	WI	TWP 23 RGE 25 W4M SW 9
Sub: A	WI		Exp: Apr 30, 2018	64.750	MANITOK			100.00000000	ALL PETROLEUM IN ELLERSLIE
DISPUTE	PRAIRIESKY			64.750					

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MANITOK ENERGY. INC. Mineral Property Report

Province: ALBERTA

Area : CARSELAND

BASE AREA ASSETS (NOV 27, 2018)

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

(cont'd)

M01852

Sub: A MANITOK

Total Rental: 178.06

100.00000000 MANITOK

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
DEVELOPED		64.750	64.750		0.000	0.000

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MANITOK ENERGY. INC. Mineral Property Report

Province: ALBERTA

Area : CARSELAND

BASE AREA ASSETS (NOV 27, 2018)

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code			
File Status	Int Type / Lse No/Name		Gross						
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*		Lease Description / Rights Held	
Area Total:		Total Gross:	3,098.969	Total Net:	3,098.969				
		Dev Gross:	2,259.712	Dev Net:	2,259.712	Undev Gross :	839.257	Undev Net :	839.257

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MANITOK ENERGY. INC. Mineral Property Report

Province: ALBERTA

Area : CARSELAND SHALLOW GAS

BASE AREA ASSETS (NOV 27, 2018)

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held
M00576	NG	FH	Eff: May 27, 2014	257.030		WI	TWP 22 RGE 26 W4M SEC 31
Sub: A	WI		Exp: May 26, 2017	257.030	MANITOK	100.00000000	ALL NG FROM TOP SURFACE TO BASE
ACTIVE	PRAIRIESKY		Ext: HBP	257.030			BELLY_RIVER;
	MANITOK				Total Rental: 1285.13		ALL CBM FROM TOP SURFACE TO
100.00000000	MANITOK						BASE BELLY_RIVER

Status	Hectares	Net	Hectares	Net
DEVELOPED	257.030	257.030	0.000	0.000
Dev:			Undev:	

M00590	NG	FH	Eff: May 27, 2014	257.260		WI	TWP 22 RGE 26 W4M SEC 32
Sub: A	WI		Exp: May 26, 2017	257.260	MANITOK	100.00000000	ALL NG FROM TOP SURFACE TO BASE
ACTIVE	PRAIRIESKY		Ext: HBP	257.260			BELLY_RIVER;
	MANITOK				Total Rental: 1286.30		ALL CBM FROM TOP SURFACE TO
100.00000000	MANITOK						BASE BELLY_RIVER

Status	Hectares	Net	Hectares	Net
DEVELOPED	257.260	257.260	0.000	0.000
Dev:			Undev:	

M00577	NG	FH	Eff: May 27, 2014	259.000		WI	TWP 23 RGE 25 W4M SEC 19
Sub: A	WI		Exp: May 26, 2017	259.000	MANITOK	100.00000000	ALL NG FROM TOP SURFACE TO BASE
ACTIVE	PRAIRIESKY		Ext: HBP	259.000			BELLY_RIVER;
	MANITOK				Total Rental: 1295.00		ALL CBM FROM TOP SURFACE TO
100.00000000	MANITOK						BASE BELLY_RIVER

Status	Hectares	Net	Hectares	Net
DEVELOPED	259.000	259.000	0.000	0.000
Dev:			Undev:	

M00578	NG	FH	Eff: May 27, 2014	259.000		WI	TWP 23 RGE 26 W4M SEC 9
Sub: A	WI		Exp: May 26, 2017	259.000	MANITOK	100.00000000	ALL NG FROM TOP SURFACE TO BASE
ACTIVE	PRAIRIESKY		Ext: HBP	259.000			BELLY_RIVER;

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MANITOK ENERGY. INC. Mineral Property Report

Province: ALBERTA

Area : CARSELAND SHALLOW GAS

BASE AREA ASSETS (NOV 27, 2018)

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

(cont'd)

M00578
Sub: A MANITOK Total Rental: 1295.00 ALL CBM FROM TOP SURFACE TO
 100.00000000 MANITOK BASE BELLY_RIVER

Status	Hectares	Net	Hectares	Net
DEVELOPED	259.000	259.000	Undev:	0.000

M00578 NG FH **Eff:** May 27, 2014 0.000 C00316 A No WELL TWP 23 RGE 26 W4M SEC 9
Sub: B NI **Exp:** May 26, 2017 0.000 EMBER 100.00000000 (EMBER WELL ONLY IN
 ACTIVE PRAIRIESKY **Ext:** HBP 0.000 Total Rental: 0.00 (EMBER HOLDS NO MINERAL RIGHTS)
 100.00000000 MANITOK **Count Acreage =** No

Status	Hectares	Net	Hectares	Net
DEVELOPED	0.000	0.000	Undev:	0.000

M00579 NG FH **Eff:** May 27, 2014 259.000 WI TWP 23 RGE 26 W4M SEC 10
Sub: A WI **Exp:** May 26, 2017 259.000 MANITOK 100.00000000 ALL NG FROM TOP SURFACE TO BASE
 ACTIVE PRAIRIESKY **Ext:** HBP 259.000 Total Rental: 1295.00 BELLY_RIVER;
 100.00000000 MANITOK ALL CBM FROM TOP SURFACE TO
 BASE BELLY_RIVER

Status	Hectares	Net	Hectares	Net
DEVELOPED	259.000	259.000	Undev:	0.000

M00591 NG FH **Eff:** May 27, 2014 259.000 WI TWP 23 RGE 26 W4M SEC 15
Sub: A WI **Exp:** May 26, 2017 259.000 MANITOK 100.00000000 ALL NG FROM TOP SURFACE TO BASE
 ACTIVE PRAIRIESKY **Ext:** HBP 259.000 BELLY_RIVER;

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Province: ALBERTA

Area : CARSELAND SHALLOW GAS

BASE AREA ASSETS (NOV 27, 2018)

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

(cont'd)

M00591
Sub: A MANITOK Total Rental: 1295.00 ALL CBM FROM TOP SURFACE TO
 100.00000000 MANITOK BASE BELLY_RIVER

Status		Hectares	Net		Hectares	Net
DEVELOPED	Dev:	259.000	259.000	Undev:	0.000	0.000

M00593 NG FH **Eff:** May 27, 2014 259.000 WI TWP 23 RGE 26 W4M SEC 16
Sub: A NI **Exp:** May 26, 2017 259.000 EMBER 100.00000000 ALL NG FROM TOP SURFACE TO BASE
 ACTIVE PRAIRIESKY 0.000 BELLY_RIVER;
 EMBER Total Rental: 1295.00 ALL CBM FROM TOP SURFACE TO
 100.00000000 EMBER BASE BELLY_RIVER

Status		Hectares	Net		Hectares	Net
DEVELOPED	Dev:	259.000	0.000	Undev:	0.000	0.000

M00593 NG FH **Eff:** May 27, 2014 0.000 C00316 A No WI TWP 23 RGE 26 W4M SEC 16
Sub: B WI **Exp:** May 26, 2017 0.000 MANITOK 100.00000000 (MANITOK WELLS ONLY IN 16-16)
 ACTIVE PRAIRIESKY 0.000 (MANITOK HOLDS NO MINERAL
 EMBER Total Rental: 0.00 RIGHTS)
 100.00000000 EMBER

Status		Hectares	Net		Hectares	Net
	Dev:	0.000	0.000	Undev:	0.000	0.000

M00595 NG FH **Eff:** May 27, 2014 259.000 WI TWP 23 RGE 26 W4M SEC 21
Sub: A NI **Exp:** May 26, 2017 259.000 EMBER 100.00000000 ALL NG FROM TOP SURFACE TO BASE
 ACTIVE PRAIRIESKY **Ext:** HBP 0.000 BELLY_RIVER;

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Province: ALBERTA

Area : CARSELAND SHALLOW GAS

BASE AREA ASSETS (NOV 27, 2018)

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

(cont'd)

M00595
Sub: A EMBER Total Rental: 1295.00 ALL CBM FROM TOP SURFACE TO
 100.00000000 EMBER BASE BELLY_RIVER

Status	Hectares	Net	Hectares	Net
DEVELOPED	259.000	0.000	0.000	0.000
Dev:		Undev:		

M00595 NG FH **Eff:** May 27, 2014 0.000 C00316 A No WI TWP 23 RGE 26 W4M SEC 21
Sub: B WI **Exp:** May 26, 2017 0.000 MANITOK 100.00000000 (MANITOK WELLS ONLY IN 7-21)
 ACTIVE PRAIRIESKY 0.000 (MANITOK HOLDS NO MINERAL
 EMBER Total Rental: 0.00 RIGHTS)
 100.00000000 EMBER

Status	Hectares	Net	Hectares	Net
DEVELOPED	0.000	0.000	0.000	0.000
Dev:		Undev:		

M00580 NG FH **Eff:** May 27, 2014 259.000 WI TWP 23 RGE 26 W4M SEC 22
Sub: A WI **Exp:** May 26, 2017 259.000 MANITOK 100.00000000 ALL NG FROM TOP SURFACE TO BASE
 ACTIVE PRAIRIESKY **Ext:** HBP 259.000 BELLY_RIVER;
 MANITOK Total Rental: 1295.00 ALL CBM FROM TOP SURFACE TO
 100.00000000 MANITOK BASE BELLY_RIVER

Status	Hectares	Net	Hectares	Net
DEVELOPED	259.000	259.000	0.000	0.000
Dev:		Undev:		

M00581 NG FH **Eff:** May 27, 2014 259.000 WI TWP 23 RGE 26 W4M SEC 23
Sub: A WI **Exp:** May 26, 2017 259.000 MANITOK 100.00000000 ALL NG FROM TOP SURFACE TO BASE
 ACTIVE PRAIRIESKY **Ext:** HBP 259.000 BELLY_RIVER;

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Province: ALBERTA

Area : CARSELAND SHALLOW GAS

BASE AREA ASSETS (NOV 27, 2018)

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

(cont'd)

M00581
Sub: A MANITOK Total Rental: 1295.00 ALL CBM FROM TOP SURFACE TO
 100.00000000 MANITOK BASE BELLY_RIVER

Status		Hectares	Net		Hectares	Net
DEVELOPED	Dev:	259.000	259.000	Undev:	0.000	0.000

M00582 NG FH **Eff:** May 27, 2014 259.000 WI TWP 23 RGE 26 W4M SEC 24
Sub: A WI **Exp:** May 26, 2017 259.000 MANITOK 100.00000000 ALL NG FROM TOP SURFACE TO BASE
 ACTIVE PRAIRIESKY **Ext:** HBP 259.000 BASE BELLY_RIVER;
 100.00000000 MANITOK Total Rental: 1295.00 ALL CBM FROM TOP SURFACE TO
 100.00000000 MANITOK BASE BELLY_RIVER

Status		Hectares	Net		Hectares	Net
DEVELOPED	Dev:	259.000	259.000	Undev:	0.000	0.000

M00594 NG FH **Eff:** May 27, 2014 259.000 WI TWP 23 RGE 26 W4M SEC 25
Sub: A NI **Exp:** May 26, 2017 259.000 EMBER 100.00000000 ALL NG FROM TOP SURFACE TO BASE
 ACTIVE PRAIRIESKY 0.000 BASE BELLY_RIVER;
 100.00000000 EMBER Total Rental: 1295.00 ALL CBM FROM TOP SURFACE TO
 100.00000000 EMBER BASE BELLY_RIVER

Status		Hectares	Net		Hectares	Net
DEVELOPED	Dev:	259.000	0.000	Undev:	0.000	0.000

M00594 NG FH **Eff:** May 27, 2014 0.000 C00316 A No WI TWP 23 RGE 26 W4M SEC 25
Sub: B WI **Exp:** May 26, 2017 0.000 MANITOK 100.00000000 (MANITOK WELLS ONLY IN 1-25
 ACTIVE PRAIRIESKY 0.000 AND 4-25)

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Area : CARSELAND SHALLOW GAS

BASE AREA ASSETS (NOV 27, 2018)

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

(cont'd)

M00594
Sub: B EMBER Total Rental: 0.00 (MANITOK HOLDS NO MINERAL RIGHTS)
 100.00000000 EMBER

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
		0.000	0.000		0.000	0.000

M00583 NG FH **Eff:** May 27, 2014 64.750 WI TWP 23 RGE 26 W4M NE 26
Sub: A WI **Exp:** May 26, 2017 64.750 MANITOK 100.00000000 ALL NG FROM TOP SURFACE TO BASE
 ACTIVE PRAIRIESKY **Ext:** HBP 64.750 Total Rental: 323.75 BELLY_RIVER;
 100.00000000 MANITOK ALL CBM FROM TOP SURFACE TO
 BASE BELLY_RIVER

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
DEVELOPED		64.750	64.750		0.000	0.000

M00584 PNG FH **Eff:** Aug 25, 2000 64.700 WI TWP 23 RGE 26 W4M SE 26
Sub: A WI **Exp:** Aug 24, 2002 64.700 MANITOK 100.00000000 ALL PNG FROM TOP SURFACE TO
 ACTIVE SNELL ETAL **Ext:** HBP 64.700 Total Rental: 160.00 BASE BASEMENT;
 100.00000000 MANITOK ALL CBM

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
DEVELOPED		64.700	64.700		0.000	0.000

M00585 PNG FH **Eff:** Aug 25, 2000 64.700 WI TWP 23 RGE 26 W4M NW 26
Sub: A WI **Exp:** Aug 24, 2002 64.700 MANITOK 100.00000000 ALL PNG FROM TOP SURFACE TO
 ACTIVE SNELL ETAL **Ext:** HBP 64.700 BASE BASEMENT;

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Area : CARSELAND SHALLOW GAS

BASE AREA ASSETS (NOV 27, 2018)

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

(cont'd)

M00585

Sub: A MANITOK Total Rental: 160.00 ALL CBM
 100.00000000 MANITOK

Status		Hectares	Net		Hectares	Net
DEVELOPED	Dev:	64.700	64.700	Undev:	0.000	0.000

M00586 PNG FH Eff: Aug 25, 2000 64.700 WI TWP 23 RGE 26 W4M SW 26
 Sub: A WI Exp: Aug 24, 2002 64.700 MANITOK 100.00000000 ALL PNG FROM TOP SURFACE TO
 ACTIVE SNELL ETAL Ext: HBP 64.700 BASE BASEMENT;
 100.00000000 MANITOK Total Rental: 160.00 ALL CBM

Status		Hectares	Net		Hectares	Net
DEVELOPED	Dev:	64.700	64.700	Undev:	0.000	0.000

M00587 NG FH Eff: May 27, 2014 259.000 WI TWP 23 RGE 26 W4M SEC 27
 Sub: A WI Exp: May 26, 2017 259.000 MANITOK 100.00000000 ALL NG FROM TOP SURFACE TO BASE
 ACTIVE PRAIRIESKY Ext: HBP 259.000 BELLY_RIVER;
 100.00000000 MANITOK Total Rental: 1295.00 ALL CBM FROM TOP SURFACE TO
 BASE BELLY_RIVER

Status		Hectares	Net		Hectares	Net
DEVELOPED	Dev:	259.000	259.000	Undev:	0.000	0.000

M00588 NG FH Eff: May 27, 2014 3.720 WI TWP 23 RGE 26 W4M PTN NW 34
 Sub: A WI Exp: May 26, 2017 3.720 MANITOK 100.00000000 ALL NG FROM TOP SURFACE TO BASE
 ACTIVE PRAIRIESKY Ext: HBP 3.720 BELLY_RIVER;

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BASE AREA ASSETS (NOV 27, 2018)

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

(cont'd)

M00588
Sub: A MANITOK Total Rental: 0.00 ALL CBM FROM TOP SURFACE TO
 100.00000000 MANITOK BASE BELLY_RIVER

Status	Hectares	Net	Hectares	Net
DEVELOPED	3.720	3.720	Undev:	0.000

M00592 PNG CR **Eff:** Dec 14, 2000 252.320 WI TWP 23 RGE 26 W4M S 34, NE 34,
Sub: A WI **Exp:** Dec 13, 2005 252.320 MANITOK 100.00000000 PTN NW 34
 ACTIVE 0400120018 **Ext:** 15 252.320 ALL PNG FROM TOP SURFACE TO
 100.00000000 MANITOK Total Rental: 883.12 BASE BELLY_RIVER;
 100.00000000 MANITOK ALL CBM FROM TOP SURFACE TO
 BASE BELLY_RIVER

Status	Hectares	Net	Hectares	Net
DEVELOPED	252.320	252.320	Undev:	0.000

M00589 NG FH **Eff:** May 27, 2014 259.000 WI TWP 23 RGE 26 W4M SEC 35
Sub: A WI **Exp:** May 26, 2017 259.000 MANITOK 100.00000000 ALL NG FROM TOP SURFACE TO BASE
 ACTIVE PRAIRIESKY **Ext:** HBP 259.000 BASE BELLY_RIVER;
 100.00000000 MANITOK Total Rental: 1295.00 ALL CBM FROM TOP SURFACE TO
 100.00000000 MANITOK BASE BELLY_RIVER

Status	Hectares	Net	Hectares	Net
DEVELOPED	259.000	259.000	Undev:	0.000

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Province: ALBERTA

Area : CARSELAND SHALLOW GAS

BASE AREA ASSETS (NOV 27, 2018)

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code				
File Status	Int Type / Lse No/Name		Gross							
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held			
Area Total:		Total Gross:	3,360.180	Total Net:	3,360.180					
		Dev Gross:	3,360.180	Dev Net:	3,360.180	Undev Gross :	0.000	Undev Net :	0.000	

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Province: ALBERTA

Area : CORDEL/STOLBERG

BASE AREA ASSETS (NOV 27, 2018)

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held
M00569	PNG	CR	Eff: Apr 27, 1971	256.000	C00309 A No	WI	TWP 41 RGE 14 W5M SEC 10
Sub: A	WI		Exp: Apr 26, 1981	256.000	MANITOK	5.00000000	ALL PNG FROM TOP SURFACE TO
ACTIVE	24492		Ext: 15	12.800	CANLIN	50.00000000	BASE CARDIUM
	MANITOK				BRIKO	40.00000000	
100.00000000	CANLIN				TAQA NORT	5.00000000	

Total Rental: 896.00

Status	Hectares	Net	Hectares	Net
UNDEVELOPED	Dev:	0.000	0.000	Undev: 256.000
				12.800

M00569	PNG	CR	Eff: Apr 27, 1971	128.000	C00309 B No	WI	TWP 41 RGE 14 W5M SEC 11
Sub: B	WI		Exp: Apr 26, 1981	128.000	MANITOK	5.00000000	ALL PNG BELOW BASE CARDIUM TO
ACTIVE	24492		Ext: 15	6.400	CANLIN	50.00000000	BASE MANNVILLE
	MANITOK				IKKUMA	40.41670000	
100.00000000	CANLIN				TAQA NORT	4.58330000	

Total Rental: 448.00

Status	Hectares	Net	Hectares	Net
UNDEVELOPED	Dev:	0.000	0.000	Undev: 128.000
				6.400

M00569	PNG	CR	Eff: Apr 27, 1971	128.000	C00309 D No	WI	TWP 41 RGE 14 W5M SEC 11
Sub: D	WI		Exp: Apr 26, 1981	128.000	MANITOK	5.00000000	ALL PNG FROM TOP SURFACE TO
ACTIVE	24492		Ext: 15	6.400	CANLIN	50.00000000	BASE CARDIUM
	MANITOK				BRIKO	40.41670000	
100.00000000	CANLIN				TAQA NORT	4.58330000	

Total Rental: 448.00

Status	Hectares	Net	Hectares	Net
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Province: ALBERTA

Area : CORDEL/STOLBERG

BASE AREA ASSETS (NOV 27, 2018)

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

(cont'd)

M00569							
Sub: D	UNDEVELOPED	Dev:	0.000	0.000	Undev:	128.000	6.400

M00575	LICENCE CR	Eff: Jan 12, 2017	256.000			WI	TWP 41 RGE 14 W5M SEC 12
Sub: A	WI	Exp: Jan 11, 2022	256.000	MANITOK		100.00000000	ALL PNG TO BASE TRIASSIC;
ACTIVE	5517010140		256.000				ALL PNG BELOW BASE RUNDLE_GROUP
	MANITOK			Total Rental:	896.00		
100.00000000	MANITOK						

Status		Hectares	Net		Hectares	Net
UNDEVELOPED	Dev:	0.000	0.000	Undev:	256.000	256.000

M00569	PNG CR	Eff: Apr 27, 1971	128.000	C00309 C No		WI	TWP 41 RGE 14 W5M SEC 14
Sub: C	WI	Exp: Apr 26, 1981	128.000	MANITOK		5.00000000	ALL PNG BELOW BASE CARDIUM TO
ACTIVE	24492	Ext: 15	6.400	CANLIN		50.00000000	BASE MANNVILLE
	MANITOK			IKKUMA		40.41670000	
100.00000000	CANLIN			TAQA NORT		4.58330000	
				Total Rental:	448.00		

Status		Hectares	Net		Hectares	Net
UNDEVELOPED	Dev:	0.000	0.000	Undev:	128.000	6.400

M00569	PNG CR	Eff: Apr 27, 1971	128.000	C00309 E No		WI	TWP 41 RGE 14 W5M SEC 14
Sub: E	WI	Exp: Apr 26, 1981	128.000	MANITOK		5.00000000	ALL PNG FROM TOP SURFACE TO
ACTIVE	24492	Ext: 15	6.400	CANLIN		50.00000000	BASE CARDIUM
	MANITOK			BRIKO		40.41670000	
100.00000000	CANLIN			TAQA NORT		4.58330000	

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Province: ALBERTA

Area : CORDEL/STOLBERG

BASE AREA ASSETS (NOV 27, 2018)

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

(cont'd)

M00569

Sub: E

Total Rental: 448.00

Status	Hectares	Net	Hectares	Net
UNDEVELOPED Dev:	0.000	0.000	Undev: 128.000	6.400

M00567	PNG	CR	Eff: Apr 27, 1971	256.000	C00197 C Yes	WI	TWP 41 RGE 14 W5M SEC 15
Sub: A	WI - TRUST		Exp: Apr 26, 1981	256.000	MANITOK	22.40088000	ALL PNG FROM BASE CARDIUM TO
ACTIVE	24827		Ext: 15	186.692	CNRL	5.49714800	BASE MANNVILLE
	MANITOK				TAQA NORT	19.94130700	
100.00000000	IKKUMA				IKKUMA		
					NUVISTA ENERGY	1.63500000	
					MANITOK *	50.52566500	

Total Rental: 896.00

Status	Hectares	Net	Hectares	Net
UNDEVELOPED Dev:	0.000	0.000	Undev: 256.000	186.692

M00567	PNG	CR	Eff: Apr 27, 1971	0.000	C00197 H Yes	WI	TWP 41 RGE 14 W5M SEC 15
Sub: B	WI - TRUST		Exp: Apr 26, 1981	0.000	MANITOK	23.68588000	ALL PNG FROM TOP SURFACE TO
ACTIVE	24827		Ext: 15	0.000	CNRL	5.49714800	BASE CARDIUM
	MANITOK				TAQA NORT	20.29130700	
100.00000000	IKKUMA		Count Acreage = No		IKKUMA		
					MANITOK *	50.52566500	

Total Rental: 0.00

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Province: ALBERTA

Area : CORDEL/STOLBERG

BASE AREA ASSETS (NOV 27, 2018)

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

(cont'd)

M00567							
Sub: B	Status	Dev:	Hectares	Net	Undev:	Hectares	Net
	UNDEVELOPED		0.000	0.000		0.000	0.000

M00568	PNG	CR	Eff: Apr 27, 1971	128.000	C00197 D	Yes	WI	TWP 41 RGE 14 W5M SEC 16
Sub: A	WI - TRUST		Exp: Apr 26, 1981	128.000	MANITOK	*	43.16880000	ALL PNG BELOW BASE CARDIUM TO
ACTIVE	24828		Ext: 15	68.296	TAQA NORT		31.48120000	BASE MANNVILLE
	MANITOK				IKKUMA		15.16250000	
100.00000000	IKKUMA				HUSKY			
					MANITOK	*	10.18750000	
					Total Rental:		448.00	

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
UNDEVELOPED		0.000	0.000		128.000	68.296

M00568	PNG	CR	Eff: Apr 27, 1971	128.000	C00197 I	Yes	WI	TWP 41 RGE 14 W5M SEC 16
Sub: B	WI - TRUST		Exp: Apr 26, 1981	128.000	MANITOK	*	43.16880000	ALL PNG FROM TOP SURFACE TO
ACTIVE	24828		Ext: 15	68.296	TAQA NORT		31.48120000	BASE CARDIUM
	MANITOK				BRIKO		15.16250000	
100.00000000	IKKUMA				HUSKY			
					MANITOK	*	10.18750000	
					Total Rental:		448.00	

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
UNDEVELOPED		0.000	0.000		128.000	68.296

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Province: ALBERTA

Area : CORDEL/STOLBERG

BASE AREA ASSETS (NOV 27, 2018)

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

M00565	PNG	CR	Eff: Jan 25, 1960	128.000	C00096	F	Yes	WI	TWP 41 RGE 14 W5M E 19	
Sub: B	WI - TRUST		Exp: Jan 24, 1981	128.000	MANITOK			*	45.00000000	ALL PNG FROM TOP SURFACE TO
ACTIVE	119151		Ext: 15	57.600	CANLIN				55.00000000	BASE MANNVILLE
	MANITOK				HUSKY					
100.00000000	HUSKY									

Total Rental: 448.00

Status	Hectares	Net	Hectares	Net
UNDEVELOPED	0.000	0.000	128.000	57.600

M00565	PNG	CR	Eff: Jan 25, 1960	1,536.000	C00096	F	Yes	WI	TWP 41 RGE 14 W5M 20, 21, 28,	
Sub: A	WI - TRUST		Exp: Jan 24, 1981	1,536.000	MANITOK			*	45.00000000	29, E 30, E 31, 32
ACTIVE	119151		Ext: 15	691.200	CANLIN				55.00000000	ALL PNG FROM TOP SURFACE TO
	MANITOK				HUSKY					BASE MANNVILLE
100.00000000	HUSKY									

Total Rental: 5376.00

Status	Hectares	Net	Hectares	Net
UNDEVELOPED	0.000	0.000	1,536.000	691.200

M00565	PNG	CR	Eff: Jan 25, 1960	128.000	C00197	A	Yes	WI	TWP 41 RGE 14 W5M W 22	
Sub: C	WI		Exp: Jan 24, 1981	128.000	MANITOK				47.62905400	ALL PNG FROM TOP SURFACE TO
ACTIVE	119151		Ext: 15	60.965	CNRL				18.05511600	BASE MANNVILLE
	MANITOK				CANLIN				8.65474700	
100.00000000	HUSKY				GAS SUPPLY				11.00000000	
					TAQA NORT				14.66108300	

Total Rental: 448.00

Status	Hectares	Net	Hectares	Net
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Province: ALBERTA

Area : CORDEL/STOLBERG

BASE AREA ASSETS (NOV 27, 2018)

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

(cont'd)

M00565							
Sub: C	UNDEVELOPED	Dev:	0.000	0.000	Undev:	128.000	60.965

M00565	PNG	CR	Eff: Jan 25, 1960	0.000	C00197 A Yes	WI	TWP 41 RGE 14 W5M W 22
Sub: E	WI		Exp: Jan 24, 1981	0.000	MANITOK	47.62905400	ALL PNG FROM TOP SURFACE TO
ACTIVE	119151		Ext: 15	0.000	CNRL	18.05511600	BASE CARDIUM
	MANITOK				CANLIN	8.65474700	
100.00000000	HUSKY				GAS SUPPLY	11.00000000	
					TAQA NORT	14.66108300	

Total Rental: 0.00

Status	Hectares	Net	Hectares	Net
UNDEVELOPED	0.000	0.000	0.000	0.000
Dev:		Undev:		

M00566	PNG	CR	Eff: Apr 27, 1971	128.000	C00197 B Yes	WI	TWP 41 RGE 14 W5M E 22
Sub: A	WI		Exp: Apr 26, 1981	128.000	MANITOK	47.62905400	ALL PNG FROM TOP SURFACE TO
ACTIVE	24830		Ext: 15	60.965	CNRL	18.05511600	BASE CARDIUM
	MANITOK				CANLIN	8.65474700	
100.00000000	IKKUMA				GAS SUPPLY	11.00000000	
					TAQA NORT	14.66108300	

Total Rental: 448.00

Status	Hectares	Net	Hectares	Net
UNDEVELOPED	0.000	0.000	128.000	60.965
Dev:		Undev:		

M00566	PNG	CR	Eff: Apr 27, 1971	0.000	C00197 E Yes	WI	TWP 41 RGE 14 W5M E 22
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MANITOK ENERGY. INC. Mineral Property Report

Province: ALBERTA

Area : CORDEL/STOLBERG

BASE AREA ASSETS (NOV 27, 2018)

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

(cont'd)

M00566							
Sub: B	WI		Exp: Apr 26, 1981	0.000	MANITOK	*	47.62905400
ACTIVE	24830		Ext: 15	0.000	CNRL		18.05511600
	MANITOK				CANLIN		8.65474700
100.00000000	IKKUMA		Count Acreage = No		GAS SUPPLY		11.00000000
					TAQA NORT		14.66108300
					Total Rental:	0.00	

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
		0.000	0.000		0.000	0.000

M00570	PNG	CR	Eff: Jun 09, 1972	256.000			WI
Sub: A	RI		Exp: Jun 08, 1982	256.000	HUSKY		100.00000000
ACTIVE	28950		Ext: 15	0.000			
	MANITOK				Total Rental:	896.00	
100.00000000	HUSKY						

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
UNDEVELOPED		0.000	0.000		256.000	0.000

M00570	PNG	CR	Eff: Jun 09, 1972	0.000			WI
Sub: B	RI		Exp: Jun 08, 1982	0.000	HUSKY		100.00000000
ACTIVE	28950		Ext: 15	0.000			
	MANITOK				Total Rental:	0.00	
100.00000000	HUSKY						

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
UNDEVELOPED		0.000	0.000		0.000	0.000

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Province: ALBERTA

Area : CORDEL/STOLBERG

BASE AREA ASSETS (NOV 27, 2018)

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

(cont'd)

M00570

Sub: B

M00571	PNG	CR	Eff: Apr 27, 1971	128.000	C00197 F Yes	WI	TWP 41 RGE 14 W5M E 27
Sub: A	WI		Exp: Apr 26, 1981	128.000	MANITOK	21.24360000	ALL PNG FROM TOP SURFACE TO
ACTIVE	24830A		Ext: 15	27.192	CANLIN	60.00000000	BASE MANNVILLE
	MANITOK				TAQA NORT	18.75640000	
100.00000000	CANLIN						

Total Rental: 448.00

Status	Hectares	Net	Hectares	Net
UNDEVELOPED Dev:	0.000	0.000	Undev: 128.000	27.192

M00572	PNG	CR	Eff: Jan 25, 1960	128.000	C00197 G Yes	WI	TWP 41 RGE 14 W5M W 27
Sub: A	WI		Exp: Jan 24, 1970	128.000	MANITOK	24.00220000	ALL PNG FROM TOP SURFACE TO
ACTIVE	119151A		Ext: 15	30.723	CANLIN	54.83440000	BASE MANNVILLE
	MANITOK				TAQA NORT	21.16340000	
100.00000000	CANLIN						

Total Rental: 448.00

Status	Hectares	Net	Hectares	Net
UNDEVELOPED Dev:	0.000	0.000	Undev: 128.000	30.723

M00123	PNG	CR	Eff: Jul 14, 2011	64.000		WI	TWP 41 RGE 14 W5M NW 31
Sub: A	WI		Exp: Jul 13, 2016	64.000	MANITOK	100.00000000	
ACTIVE	0611070231		Ext: 15	64.000			ALL PNG IN CARDIUM
	MANITOK						
100.00000000	MANITOK						

Total Rental: 224.00

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Province: ALBERTA

Area : CORDEL/STOLBERG

BASE AREA ASSETS (NOV 27, 2018)

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

(cont'd)

M00123

Sub: A	Status	Dev:	Hectares	Net	Undev:	Hectares	Net
	UNDEVELOPED		0.000	0.000		64.000	64.000

M00565	PNG	CR	Eff: Jan 25, 1960	256.000	C00266	A	Yes	WI	TWP 41 RGE 14 W5M SEC 33
Sub: D	WI - TRUST		Exp: Jan 24, 1981	256.000	MANITOK			*	24.16660000
ACTIVE	119151		Ext: 15	61.866	CANLIN				75.83340000
	MANITOK				HUSKY				
100.00000000	HUSKY								

Total Rental: 896.00

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
UNDEVELOPED		0.000	0.000		256.000	61.866

M00479	PNG	CR	Eff: Feb 23, 1984	256.000	C00207	A	Yes	WI	TWP 41 RGE 15 W5M SEC 35
Sub: A	WI - TRUST		Exp: Feb 22, 1989	256.000	MANITOK			*	96.50000000
ACTIVE	0684020290		Ext: 15	247.040	CNRNAP				3.50000000
	MANITOK				HUSKY				
100.00000000	HUSKY								

Total Rental: 896.00

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
DEVELOPED		256.000	247.040		0.000	0.000

M00063	PNG	CR	Eff: Aug 19, 2010	64.000	C00026	E	No	WI	TWP 42 RGE 15 W5M NW 1
Sub: A	WI		Exp: Aug 18, 2015	64.000	MANITOK				93.00000000
ACTIVE	0610080560		Ext: 15	59.520	PETRUS				7.00000000
	MANITOK								
									(PRODUCTION FROM 100/03-12-042-15W5/00 &

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Area : CORDEL/STOLBERG

BASE AREA ASSETS (NOV 27, 2018)

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

(cont'd)

M00063
Sub: A
 100.00000000 MANITOK Total Rental: 224.00 100/03-12-042-15W5/02 WELLS)

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
DEVELOPED		64.000	59.520		0.000	0.000

M00063 PNG CR **Eff:** Aug 19, 2010 64.000 C00026 F No WI TWP 42 RGE 15 W5M NE 1
Sub: C WI **Exp:** Aug 18, 2015 64.000 MANITOK 91.60000000
 ACTIVE 0610080560 **Ext:** 15 58.624 PETRUS 8.40000000
 MANITOK
 100.00000000 MANITOK Total Rental: 224.00
 ALL PNG IN CARDIUM
 (PRODUCTION FROM
 100/09-01-042-15W5/00 &
 100/09-01-042-15W5/02 WELLS)

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
DEVELOPED		64.000	58.624		0.000	0.000

M00063 PNG CR **Eff:** Aug 19, 2010 64.000 C00158 A No NCPOOL TWP 42 RGE 15 W5M NE 1
Sub: F WI **Exp:** Aug 18, 2015 64.000 MANITOK 45.80000000
 ACTIVE 0610080560 **Ext:** 15 29.312 PETRUS 4.20000000
 MANITOK CANLIN 27.50000000
 100.00000000 MANITOK **Count Acreage =** No BRIKO 22.50000000
 Total Rental: 0.00
 ALL PNG IN CARDIUM
 (EXCLUDING
 100/09-01-042-15W5/00,
 100/09-01-042-15W5/02,
 103/16-01-042-15W5/03 WELLBORES)

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
DEVELOPED		64.000	29.312		0.000	0.000

M00063 PNG CR **Eff:** Aug 19, 2010 64.000 C00158 B No NCPOOL TWP 42 RGE 15 W5M NE 1

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Province: ALBERTA

Area : CORDEL/STOLBERG

BASE AREA ASSETS (NOV 27, 2018)

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

(cont'd)

M00063							
Sub: G	WI	Exp: Aug 18, 2015	64.000	MANITOK		45.80000000	
ACTIVE	0610080560	Ext: 15	29.312	PETRUS		26.70000000	ALL PNG IN CARDIUM
	MANITOK			CANLIN		27.50000000	(PRODUCTION FROM
100.00000000	MANITOK	Count Acreage = No					103/16-01-042-15W5/03 WELLBORE)
				Total Rental:	0.00		

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
DEVELOPED		64.000	29.312		0.000	0.000

M00063	PNG	CR	Eff: Aug 19, 2010	64.000	C00026 F No	WI	TWP 42 RGE 15 W5M SE 1
Sub: H	WI	Exp: Aug 18, 2015	64.000	MANITOK		91.60000000	
ACTIVE	0610080560	Ext: 15	58.624	PETRUS		8.40000000	ALL PNG IN CARDIUM
	MANITOK						
100.00000000	MANITOK			Total Rental:	224.00		

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
UNDEVELOPED		0.000	0.000		64.000	58.624

M00063	PNG	CR	Eff: Aug 19, 2010	128.000	C00026 F No	WI	TWP 42 RGE 15 W5M NW 1
Sub: I	WI	Exp: Aug 18, 2015	128.000	MANITOK		91.60000000	
ACTIVE	0610080560	Ext: 15	117.248	PETRUS		8.40000000	ALL PNG IN CARDIUM
	MANITOK						
100.00000000	MANITOK	Count Acreage = No		Total Rental:	0.00		

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
UNDEVELOPED		0.000	0.000		128.000	117.248

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Area : CORDEL/STOLBERG

BASE AREA ASSETS (NOV 27, 2018)

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

M00097	PNG	CR	Eff: Oct 31, 1960	0.000	C00096 H Yes	WI	TWP 42 RGE 15 W5M NE 3
Sub: G	WI - TRUST		Exp: Oct 30, 1981	0.000	MANITOK	*	(EXCL. 100/11-10-042-15W5 &
ACTIVE	121928		Ext: 15	0.000	IKKUMA	55.00000000	100/12-10-042-15W5 WELLBORES)
	MANITOK				HUSKY		ALL PNG FROM TOP SURFACE TO
100.00000000	HUSKY						BASE MANNVILLE

Total Rental: 0.00

Status	Hectares	Net	Hectares	Net
UNDEVELOPED	0.000	0.000	0.000	0.000
Dev:			Undev:	

M00097	PNG	CR	Eff: Oct 31, 1960	896.000	C00096 F Yes	WI	TWP 42 RGE 15 W5M SEC 9, SEC
Sub: F	WI - TRUST		Exp: Oct 30, 1981	896.000	MANITOK	*	10, SW 15, S 16, S 17
ACTIVE	121928		Ext: 15	403.200	CANLIN	55.00000000	(EXCL. 100/11-10-042-15W5 &
	MANITOK				HUSKY		100/12-10-042-15W5 WELLBORES)
100.00000000	HUSKY						ALL PNG FROM TOP SURFACE TO

Total Rental: 3136.00

Status	Hectares	Net	Hectares	Net
UNDEVELOPED	0.000	0.000	896.000	403.200
Dev:			Undev:	

M00065	PNG	CR	Eff: Aug 19, 2010	64.000	C00031 A No	WI	TWP 42 RGE 15 W5M E 11
Sub: A	WI		Exp: Aug 18, 2015	64.000	MANITOK	100.00000000	ALL PNG FROM TOP SPIRIT_RIVER
ACTIVE	0610080562		Ext: 15	64.000			TO BASE BLUESKY-BULLHEAD
	MANITOK						EXCL PNG IN UPPER_MANNVILLE
100.00000000	MANITOK						

Total Rental: 224.00

Status	Hectares	Net	Hectares	Net
DEVELOPED	64.000	64.000	0.000	0.000
Dev:			Undev:	

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Area : CORDEL/STOLBERG

BASE AREA ASSETS (NOV 27, 2018)

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

M00065	PNG	CR	Eff: Aug 19, 2010	64.000	C00031 B No	WI	TWP 42 RGE 15 W5M E 11
Sub: C	WI		Exp: Aug 18, 2015	64.000	MANITOK	82.00000000	ALL PNG IN UPPER_MANNVILLE
ACTIVE	0610080562		Ext: 15	52.480	PETRUS	18.00000000	
	MANITOK						
100.00000000	MANITOK				Total Rental: 224.00		

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
DEVELOPED		64.000	52.480		0.000	0.000

M00097	PNG	CR	Eff: Oct 31, 1960	128.000	C00031 A No	WI	TWP 42 RGE 15 W5M W 11
Sub: A	WI		Exp: Oct 30, 1981	128.000	MANITOK	100.00000000	ALL PNG FROM BASE CARDIUM TO
ACTIVE	121928		Ext: 15	128.000			TOP NORDEGG
	MANITOK				Total Rental: 448.00		EXCL PNG IN UPPER_MANNVILLE
100.00000000	HUSKY						

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
DEVELOPED		128.000	128.000		0.000	0.000

M00097	PNG	CR	Eff: Oct 31, 1960	0.000	C00031 B No	WI	TWP 42 RGE 15 W5M W 11
Sub: B	WI		Exp: Oct 30, 1981	0.000	MANITOK	82.00000000	ALL PNG IN UPPER_MANNVILLE
ACTIVE	121928		Ext: 15	0.000	PETRUS	18.00000000	
	MANITOK						
100.00000000	HUSKY		Count Acreage = No		Total Rental: 0.00		

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
		0.000	0.000		0.000	0.000

M00097	PNG	CR	Eff: Oct 31, 1960	0.000	C00082 A No	WI	TWP 42 RGE 15 W5M W 11
Sub: C	RI		Exp: Oct 30, 1981	0.000	CANLIN	65.00000000	ALL NG IN CARDIUM

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Area : CORDEL/STOLBERG

BASE AREA ASSETS (NOV 27, 2018)

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

(cont'd)

M00097

Sub: C

ACTIVE 121928 Ext: 15 0.000 BRIKO 35.00000000

CANLIN

100.00000000 HUSKY Count Acreage = No Total Rental: 0.00

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
		0.000	0.000		0.000	0.000

M00097	PNG	CR	Eff: Oct 31, 1960	64.000	C00159 B Yes	NCPOOL	TWP 42 RGE 15 W5M NW 11
Sub: E	WI		Exp: Oct 30, 1981	64.000	MANITOK	30.00000000	ALL PETROLEUM IN CARDIUM
ACTIVE	121928		Ext: 15	19.200	PETRUS	20.00000000	
	MANITOK				BRIKO	22.50000000	
100.00000000	HUSKY				CANLIN	27.50000000	

Total Rental: 224.00

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
DEVELOPED		64.000	19.200		0.000	0.000

M00159	LICENCE	CR	Eff: Dec 07, 1995	128.000	C00055 C Yes	WI	TWP 42 RGE 15 W5M E 11
Sub: A	WI		Exp: Dec 06, 2000	128.000	MANITOK	75.00000000	ALL PNG TO BASE CARDIUM
ACTIVE	5595120093		Ext: 15	96.000	PETRUS	25.00000000	EXCL NG IN CARDIUM
	MANITOK						
100.00000000	CANLIN						

Total Rental: 448.00

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
DEVELOPED		128.000	96.000		0.000	0.000

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Province: ALBERTA

Area : CORDEL/STOLBERG

BASE AREA ASSETS (NOV 27, 2018)

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

M00159	LICENCE	CR	Eff: Dec 07, 1995	128.000	C00082	A No	WI	TWP 42 RGE 15 W5M E 11
Sub: B	RI		Exp: Dec 06, 2000	128.000	CANLIN		65.00000000	ALL NG IN CARDIUM
ACTIVE	5595120093		Ext: 15	0.000	BRIKO		35.00000000	
	SUNCOR							
100.00000000	CANLIN		Count Acreage = No		Total Rental:	0.00		

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
DEVELOPED		128.000	0.000		0.000	0.000

M00034	PNG	CR	Eff: Oct 29, 2009	128.000	C00026	G No	WI	TWP 42 RGE 15 W5M W 12
Sub: B	WI		Exp: Oct 28, 2014	128.000	MANITOK		86.00000000	PNG IN CARDIUM
ACTIVE	0609100550		Ext: 15	110.080	PETRUS		14.00000000	(EXCL ALL PRODUCTION FROM
	MANITOK							100/03-12-042-15W5/00 AND /02
100.00000000	MANITOK				Total Rental:	448.00		WELLS PERFS ONLY OCCUR IN
								SECTION 1-042-15W5 CONFIRMED BY
								GREG FELTHAM -M00063)
								(EXCLUDING 100/11-12-042-15W5
								PENALTY WELL)

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
DEVELOPED		64.000	55.040		64.000	55.040

M00034	PNG	CR	Eff: Oct 29, 2009	128.000	C00026	J No	BPEN	TWP 42 RGE 15 W5M W 12
Sub: C	PEN		Exp: Oct 28, 2014	128.000	MANITOK		100.00000000	(100/12-12-042-15W5 PENALTY
ACTIVE	0609100550		Ext: 15	128.000	PETRUS			WELL)
	MANITOK							
100.00000000	MANITOK		Count Acreage = No		Total Rental:	0.00		

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
DEVELOPED		64.000	64.000		64.000	64.000

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Area : CORDEL/STOLBERG

BASE AREA ASSETS (NOV 27, 2018)

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

M00311	PNG	CR	Eff: Oct 31, 1960	64.000	C00158 A No	NCPOOL	TWP 42 RGE 15 W5M SE 12
Sub: A	WI		Exp: Oct 30, 1981	64.000	MANITOK	45.80000000	ALL PNG IN CARDIUM
ACTIVE	121924		Ext: 15	29.312	PETRUS	4.20000000	(EXCL
	MANITOK				CANLIN	27.50000000	100/100/01-12-042-15W5/00,
	HUSKY		Count Acreage = No		BRIKO	22.50000000	100/02-12-042-15W5/02 WELLBORES)

Total Rental: 0.00

Status	Hectares	Net	Hectares	Net
UNDEVELOPED	0.000	0.000	64.000	29.312

M00311	PNG	CR	Eff: Oct 31, 1960	64.000	C00158 B No	NCPOOL	TWP 42 RGE 15 W5M SE 12
Sub: B	WI		Exp: Oct 30, 1981	64.000	MANITOK	45.80000000	(100/01-12-042-15W5/00,
ACTIVE	121924		Ext: 15	29.312	PETRUS	26.70000000	100/02-12-042-15W5/02 WELLBORES
	MANITOK				CANLIN	27.50000000	ONLY)
	HUSKY						

Total Rental: 224.00

Status	Hectares	Net	Hectares	Net
DEVELOPED	64.000	29.312	0.000	0.000

M00097	PNG	CR	Eff: Oct 31, 1960	128.000	C00159 A Yes	NCPOOL	TWP 42 RGE 15 W5M SW 14, SE 15
Sub: D	WI		Exp: Oct 30, 1981	128.000	MANITOK	30.00000000	ALL PNG IN CARDIUM
ACTIVE	121928		Ext: 15	38.400	PETRUS	20.00000000	
	MANITOK				BRIKO	22.50000000	
100.00000000	HUSKY				CANLIN	27.50000000	

Total Rental: 448.00

Status	Hectares	Net	Hectares	Net
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Province: ALBERTA

Area : CORDEL/STOLBERG

BASE AREA ASSETS (NOV 27, 2018)

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

(cont'd)

M00097

Sub: D	DEVELOPED	Dev:	128.000	38.400	Undev:	0.000	0.000
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M00103	PNG	CR	Eff: May 19, 2011	64.000	C00026 H No	WI	TWP 42 RGE 15 W5M SE 14
Sub: B	WI		Exp: May 18, 2016	64.000	MANITOK	86.00000000	PNG IN CARDIUM
ACTIVE	0611050412		Ext: 15	55.040	PETRUS	14.00000000	

100.00000000
MANITOK

Total Rental: 224.00

Status		Hectares	Net		Hectares	Net
UNDEVELOPED	Dev:	0.000	0.000	Undev:	64.000	55.040

M00103	PNG	CR	Eff: May 19, 2011	64.000		WI	TWP 42 RGE 15 W5M NW 14
Sub: D	WI		Exp: May 18, 2016	64.000	MANITOK	100.00000000	PNG IN CARDIUM
ACTIVE	0611050412		Ext: 15	64.000			

100.00000000
MANITOK

Total Rental: 224.00

Status		Hectares	Net		Hectares	Net
UNDEVELOPED	Dev:	0.000	0.000	Undev:	64.000	64.000

M00143	PNG	CR	Eff: May 19, 2011	192.000	C00159 A Yes	NCPOOL	TWP 42 RGE 15 W5M N 15, NE 16
Sub: D	WI		Exp: May 18, 2016	192.000	MANITOK	30.00000000	ALL PNG IN CARDIUM
ACTIVE	0611050413		Ext: 15	57.600	PETRUS	20.00000000	

100.00000000
MANITOK

BRIKO 22.50000000
CANLIN 27.50000000

Total Rental: 672.00

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Area : CORDEL/STOLBERG

BASE AREA ASSETS (NOV 27, 2018)

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

(cont'd)

M00143

Sub: D	Status	Dev:	Hectares	Net	Undev:	Hectares	Net
	DEVELOPED		128.000	38.400		64.000	19.200

M00104	LICENCE CR	Eff: May 19, 2011	256.000	C00042 A Yes		WI	TWP 42 RGE 15 W5M SEC 19
Sub: A	WI	Exp: May 18, 2016	256.000	MANITOK		72.00000000	
ACTIVE	5511050466	Ext: INTERM	184.320	PETRUS		28.00000000	PNG TO BASE CARDIUM
	MANITOK	Ext: May 19, 2021					(EXCL PRODUCTION FROM
100.00000000	MANITOK			Total Rental: 448.00			100/15-19-042-15W5M WELLBORE)

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
DEVELOPED		128.000	92.160		128.000	92.160

M00104	LICENCE CR	Eff: May 19, 2011	256.000	C00042 B Yes		WI	TWP 42 RGE 15 W5M SEC 19
Sub: B	WI	Exp: May 18, 2016	256.000	MANITOK		64.00000000	(PRODUCTION FROM
ACTIVE	5511050466	Ext: INTERM	163.840	PETRUS		28.00000000	100/15-19-042-15W5M WELLBORE)
	MANITOK	Ext: May 19, 2021		CANAMAX		8.00000000	
100.00000000	MANITOK	Count Acreage = No					

Total Rental: 448.00

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
DEVELOPED		128.000	81.920		128.000	81.920

M01425	LICENCE CR	Eff: May 25, 2017	512.000			WI	TWP 42 RGE 15 W5M SEC 19, SEC 29
Sub: A	WI	Exp: May 24, 2022	512.000	MANITOK		100.00000000	ALL PNG BELOW BASE CARDIUM TO
ACTIVE	5517050202		512.000				BASE TRIASSIC;
	MANITOK			Total Rental: 1792.00			ALL PNG BELOW BASE RUNDLE_GROUP
100.00000000	MANITOK						

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MANITOK ENERGY. INC. Mineral Property Report

Province: ALBERTA

Area : CORDEL/STOLBERG

BASE AREA ASSETS (NOV 27, 2018)

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

(cont'd)

M01425

Sub: A	Status	Dev:	Hectares	Net	Undev:	Hectares	Net
	UNDEVELOPED		0.000	0.000		512.000	512.000

M00280	PNG	CR	Eff: Oct 31, 1960	128.000	C00159	C	Yes	NCPOOL	TWP 42 RGE 15 W5M N 20
Sub: B	WI - TRUST		Exp: Oct 30, 1981	128.000	MANITOK		*	52.50000000	
ACTIVE	121929		Ext: 15	67.200	PETRUS			20.00000000	ALL PNG IN CARDIUM
	MANITOK				CANLIN			27.50000000	
100.00000000	HUSKY				BRIKO				

Total Rental: 448.00

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
UNDEVELOPED		0.000	0.000		128.000	67.200

M00280	PNG	CR	Eff: Oct 31, 1960	128.000	C00096	E	Yes	WI	TWP 42 RGE 15 W5M N 20
Sub: C	WI - TRUST		Exp: Oct 30, 1981	128.000	MANITOK		*	45.00000000	
ACTIVE	121929		Ext: 15	57.600	CANLIN			55.00000000	ALL PNG TO BASE MANNVILLE
	MANITOK				HUSKY				EXCL PNG IN CARDIUM
100.00000000	HUSKY		Count Acreage = No						

Total Rental: 0.00

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
UNDEVELOPED		0.000	0.000		128.000	57.600

M00143	PNG	CR	Eff: May 19, 2011	128.000	C00150	B	No	AFTER EARN	TWP 42 RGE 15 W5M S 21
Sub: B	WI		Exp: May 18, 2016	128.000	MANITOK			66.66665000	ALL PNG FROM TOP SURFACE TO
ACTIVE	0611050413		Ext: 15	85.333	PETRUS			33.33335000	BASE CARDIUM

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Province: ALBERTA

Area : CORDEL/STOLBERG

BASE AREA ASSETS (NOV 27, 2018)

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

(cont'd)

M00143

Sub: B MANITOK

100.00000000 MANITOK

Total Rental: 448.00

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
DEVELOPED		128.000	85.333		0.000	0.000

M00280	PNG	CR	Eff: Oct 31, 1960	128.000	C00150 A No	AFTER EARN	TWP 42 RGE 15 W5M N 21
Sub: A	WI - TRUST		Exp: Oct 30, 1981	128.000	MANITOK	* 66.66665000	ALL PNG TO BASE CARDIUM
ACTIVE	121929		Ext: 15	85.333	PETRUS	33.33335000	
	MANITOK				HUSKY		
100.00000000	HUSKY						

Total Rental: 448.00

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
DEVELOPED		128.000	85.333		0.000	0.000

M00280	PNG	CR	Eff: Oct 31, 1960	128.000	C00096 D Yes	WI	TWP 42 RGE 15 W5M N 21
Sub: D	WI - TRUST		Exp: Oct 30, 1981	128.000	MANITOK	* 45.00000000	ALL PNG FROM BASE CARDIUM TO
ACTIVE	121929		Ext: 15	57.600	CANLIN	55.00000000	BASE MANNVILLE
	MANITOK				HUSKY		
100.00000000	HUSKY		Count Acreage = No				

Total Rental: 0.00

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
UNDEVELOPED		0.000	0.000		128.000	57.600

M00105	LICENCE	CR	Eff: May 19, 2011	448.000		WI	TWP 42 RGE 15 W5M N & SE 22, 23
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Province: ALBERTA

Area : CORDEL/STOLBERG

BASE AREA ASSETS (NOV 27, 2018)

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

(cont'd)

M00105							
Sub: A	WI	Exp: May 18, 2016	448.000	MANITOK		100.00000000	ALL PNG TO BASE CARDIUM
ACTIVE	5511050467	Ext: INTERM	448.000				
	MANITOK	Ext: May 19, 2021		Total Rental:	1568.00		
100.00000000	MANITOK						

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
UNDEVELOPED		0.000	0.000		448.000	448.000

M00105	LICENCE CR	Eff: May 19, 2011	64.000	C00159 A Yes		NCPOOL	TWP 42 RGE 15 W5M SW 22
Sub: B	WI	Exp: May 18, 2016	64.000	MANITOK		30.00000000	ALL PNG IN CARDIUM
ACTIVE	5511050467	Ext: INTERM	19.200	PETRUS		20.00000000	
	MANITOK	Ext: May 19, 2021		BRIKO		22.50000000	
100.00000000	MANITOK	Count Acreage = No		CANLIN		27.50000000	

Total Rental: 0.00

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
UNDEVELOPED		0.000	0.000		64.000	19.200

M00105	LICENCE CR	Eff: May 19, 2011	64.000			WI	TWP 42 RGE 15 W5M SW 22
Sub: C	WI	Exp: May 18, 2016	64.000	MANITOK		100.00000000	ALL PNG TO BASE CARDIUM
ACTIVE	5511050467	Ext: INTERM	64.000				EXCL PNG IN CARDIUM
	MANITOK	Ext: May 19, 2021		Total Rental:	224.00		
100.00000000	MANITOK						

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
UNDEVELOPED		0.000	0.000		64.000	64.000

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Province: ALBERTA

Area : CORDEL/STOLBERG

BASE AREA ASSETS (NOV 27, 2018)

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

M00106	LICENCE CR		Eff: May 19, 2011	512.000		WI	TWP 42 RGE 15 W5M SEC 27, 28
Sub: A	WI		Exp: May 18, 2016	512.000	MANITOK	100.00000000	
ACTIVE	5511050468		Ext: INTERM	512.000			PNG TO BASE CARDIUM
	MANITOK		Ext: May 19, 2021		Total Rental: 1792.00		
100.00000000	MANITOK						

Status	Hectares	Net	Hectares	Net
UNDEVELOPED	Dev: 0.000	0.000	Undev: 512.000	512.000

M00107	LICENCE CR		Eff: May 19, 2011	256.000	C00041 A Yes	WI	TWP 42 RGE 15 W5M SEC 29
Sub: B	WI		Exp: May 18, 2016	256.000	MANITOK	79.00000000	ALL PNG FROM TOP SURFACE TO
ACTIVE	5511050469		Ext: INTERM	202.240	PETRUS	21.00000000	BASE CARDIUM
	MANITOK		Ext: May 19, 2021				
100.00000000	MANITOK				Total Rental: 896.00		

Status	Hectares	Net	Hectares	Net
DEVELOPED	Dev: 256.000	202.240	Undev: 0.000	0.000

M00108	LICENCE CR		Eff: May 19, 2011	256.000	C00042 C Yes	WI	TWP 42 RGE 15 W5M SEC 30
Sub: B	WI		Exp: May 18, 2016	256.000	MANITOK	72.00000000	ALL PNG TO BASE CARDIUM
ACTIVE	5511050470		Ext: INTERM	184.320	PETRUS	28.00000000	(EXCLUDING PRODUCTION FROM
	MANITOK		Ext: May 19, 2021				102/15-30-042-15W5/00)
100.00000000	MANITOK				Total Rental: 896.00		

Status	Hectares	Net	Hectares	Net
DEVELOPED	Dev: 192.000	138.240	Undev: 64.000	46.080

M00108	LICENCE CR		Eff: May 19, 2011	256.000	C00042 B Yes	WI	TWP 42 RGE 15 W5M SEC 30
Sub: D	WI		Exp: May 18, 2016	256.000	MANITOK	64.00000000	ALL PNG IN CARDIUM

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MANITOK ENERGY. INC. Mineral Property Report

Province: ALBERTA

Area : CORDEL/STOLBERG

BASE AREA ASSETS (NOV 27, 2018)

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

(cont'd)

M00108							
Sub: D							
ACTIVE	5511050470	Ext: INTERM	163.840	PETRUS		28.00000000	(PRODUCTION FROM
	MANITOK	Ext: May 19, 2021		CANAMAX		8.00000000	100/15-19-042-15W5M WELLBORE)
100.00000000	MANITOK	Count Acreage = No					
				Total Rental:	0.00		

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
DEVELOPED		128.000	81.920		128.000	81.920

M00108	LICENCE CR	Eff: May 19, 2011	256.000	C00042 D Yes		BPEN	TWP 42 RGE 15 W5M SEC 30
Sub: E	WI	Exp: May 18, 2016	256.000	MANITOK		100.00000000	ALL PNG TO BASE CARDIUM
ACTIVE	5511050470	Ext: INTERM	256.000	PETRUS			(PRODUCTION FROM
	MANITOK	Ext: May 19, 2021					100/15-30-042-15W5/00
100.00000000	MANITOK	Count Acreage = No		Total Rental:	0.00		102/15-30-042-15W5/00)

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
DEVELOPED		192.000	192.000		64.000	64.000

M00158	LICENCE CR	Eff: Nov 23, 1995	128.000	C00055 F Yes		WI	TWP 42 RGE 15 W5M SE 31
Sub: B	WI	Exp: Nov 22, 2000	128.000	MANITOK		25.00000000	ALL PNG IN CARDIUM
ACTIVE	5595110172	Ext: 15	32.000	CANLIN		50.00000000	(PRODUCTION FROM
	MANITOK			PETRUS		25.00000000	100/02-31-042-15W5/00 AND
100.00000000	CANLIN	Count Acreage = No		Total Rental:	0.00		100/02-31-042-15W5/02 WELLS)

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
DEVELOPED		128.000	32.000		0.000	0.000

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MANITOK ENERGY. INC. Mineral Property Report

Province: ALBERTA

Area : CORDEL/STOLBERG

BASE AREA ASSETS (NOV 27, 2018)

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

M00234	PNG	CR	Eff: Nov 19, 2009	192.000	C00128	B No	WI	TWP 42 RGE 15 W5M N & SW 31
Sub: C	WI		Exp: Nov 18, 2014	192.000	MANITOK		65.00000000	
ACTIVE	0609110172		Ext: 15	124.800	PETRUS		35.00000000	ALL PNG IN CARDIUM
	MANITOK							
100.00000000	MANITOK				Total Rental:	672.00		

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
DEVELOPED		192.000	124.800		0.000	0.000

M00158	LICENCE	CR	Eff: Nov 23, 1995	64.000	C00055	A Yes	WI	TWP 42 RGE 16 W5M NE 25
Sub: A	WI		Exp: Nov 22, 2000	64.000	MANITOK		25.00000000	TWP 42 RGE 15 W5M SE 31
ACTIVE	5595110172		Ext: 15	16.000	CANLIN		50.00000000	ALL PNG TO BASE CARDIUM
	CANLIN				PETRUS		25.00000000	(EXCL 100/02-31-042-15W5/00
100.00000000	CANLIN				Total Rental:	224.00		AND 100/02-31-042-15W5/02
								WELLBORES)

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
DEVELOPED		64.000	16.000		0.000	0.000

M00158	LICENCE	CR	Eff: Nov 23, 1995	64.000	C00055	A Yes	WI	TWP 42 RGE 16 W5M NE 25
Sub: C	WI		Exp: Nov 22, 2000	64.000	MANITOK		25.00000000	
ACTIVE	5595110172		Ext: 15	16.000	CANLIN		50.00000000	ALL PNG TO BASE CARDIUM
	CANLIN				PETRUS		25.00000000	
100.00000000	CANLIN				Total Rental:	224.00		

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
DEVELOPED		64.000	16.000		0.000	0.000

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MANITOK ENERGY. INC. Mineral Property Report

Province: ALBERTA

Area : CORDEL/STOLBERG

BASE AREA ASSETS (NOV 27, 2018)

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

M00235	PNG	CR	Eff: Nov 19, 2009	128.000	C00128	C No	WI	TWP 42 RGE 16 W5M SE 25, NW 25
Sub: A	WI		Exp: Nov 18, 2014	128.000	MANITOK		25.00000000	
ACTIVE	0609110173		Ext: 15	32.000	BRIKO		50.00000000	PNG IN CARDIUM
	HUSKY				PETRUS		25.00000000	
100.00000000	HUSKY							
				Total Rental:			448.00	

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
DEVELOPED		64.000	16.000		64.000	16.000

M00168	LICENCE	CR	Eff: Sep 16, 1993	256.000	C00077	A Yes	WI	TWP 42 RGE 16 W5M SEC 35
Sub: C	WI		Exp: Sep 15, 1998	256.000	MANITOK		12.50000000	ALL PNG BELOW BASE CARDIUM TO
ACTIVE	5593090095		Ext: 15	32.000	CANLIN		25.00000000	BASE TRIASSIC
	HUSKY				IKKUMA		50.00000000	
100.00000000	IKKUMA				PETRUS		12.50000000	
				Total Rental:			896.00	

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
DEVELOPED		256.000	32.000		0.000	0.000

M00168	LICENCE	CR	Eff: Sep 16, 1993	192.000	C00077	E Yes	WI	TWP 42 RGE 16 W5M N 36, SE 36
Sub: B	WI		Exp: Sep 15, 1998	192.000	MANITOK		12.50000000	ALL PNG TO BASE TRIASSIC
ACTIVE	5593090095		Ext: 15	24.000	CANLIN		25.00000000	(EXCL PRODUCTION FROM
	HUSKY				IKKUMA		50.00000000	100/07-36-042-16-W5/00)
100.00000000	IKKUMA				PETRUS		12.50000000	
				Total Rental:			672.00	

Status	Hectares	Net	Hectares	Net
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MANITOK ENERGY. INC. Mineral Property Report

Province: ALBERTA

Area : CORDEL/STOLBERG

BASE AREA ASSETS (NOV 27, 2018)

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

(cont'd)

M00168							
Sub: B	DEVELOPED	Dev:	192.000	24.000	Undev:	0.000	0.000

M00168	LICENCE CR	Eff: Sep 16, 1993	256.000	C00077 C Yes	BPEN	TWP 42 RGE 16 W5M SEC 36
Sub: BA	WI	Exp: Sep 15, 1998	256.000	MANITOK	16.67000000	PNG IN MANNVILLE
ACTIVE	5593090095	Ext: 15	42.675	IKKUMA	66.67000000	(PRODUCTION FROM
	HUSKY			CANLIN		100/07-36-042-16-W5/00 PENALTY
100.00000000	IKKUMA	Count Acreage = No		PETRUS	16.66000000	WELL ONLY)
				Total Rental:	0.00	

Status	Hectares	Net	Hectares	Net
DEVELOPED	Dev: 256.000	42.675	Undev: 0.000	0.000

M00168	LICENCE CR	Eff: Sep 16, 1993	64.000	C00077 F Yes	WI	TWP 42 RGE 16 W5M SW 36
Sub: BB	WI	Exp: Sep 15, 1998	64.000	MANITOK	12.50000000	ALL PNG TO BASE BLACKSTONE
ACTIVE	5593090095	Ext: 15	8.000	CANLIN	25.00000000	
	HUSKY			IKKUMA	50.00000000	
100.00000000	IKKUMA			PETRUS	12.50000000	
				Total Rental:	224.00	

Status	Hectares	Net	Hectares	Net
DEVELOPED	Dev: 64.000	8.000	Undev: 0.000	0.000

M00168	LICENCE CR	Eff: Sep 16, 1993	64.000	C00077 D Yes	WI	TWP 42 RGE 16 W5M SW 36
Sub: BC	WI	Exp: Sep 15, 1998	64.000	MANITOK	25.00000000	ALL PNG FROM BASE BLACKSTONE TO
ACTIVE	5593090095	Ext: 15	16.000	PETRUS	25.00000000	BASE TRIASSIC

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Province: ALBERTA

Area : CORDEL/STOLBERG

BASE AREA ASSETS (NOV 27, 2018)

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

(cont'd)

M00168
Sub: BC HUSKY
 100.00000000 IKKUMA
Count Acreage = No
 CANLIN
 50.00000000
 (EXCL PRODUCTION FROM
 100/07-36-042-16-W5/00 PENALTY
 WELL)
 Total Rental: 0.00

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
DEVELOPED		64.000	16.000		0.000	0.000

M00168 LICENCE CR **Eff:** Sep 16, 1993 512.000 C00077 A Yes WI TWP 43 RGE 15 W5M SEC 6
Sub: A WI **Exp:** Sep 15, 1998 512.000 MANITOK 12.50000000 TWP 43 RGE 16 W5M SEC 1
 ACTIVE 5593090095 **Ext:** 15 64.000 CANLIN 25.00000000 ALL PNG BELOW BASE CARDIUM TO
 HUSKY IKKUMA 50.00000000 BASE TRIASSIC
 100.00000000 IKKUMA PETRUS 12.50000000

Total Rental: 1792.00

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
DEVELOPED		64.000	8.000		448.000	56.000

M00168 LICENCE CR **Eff:** Sep 16, 1993 0.000 C00077 J Yes WI TWP 43 RGE 15 W5M SEC 6
Sub: I WI **Exp:** Sep 15, 1998 0.000 MANITOK 12.50000000 TWP 43 RGE 16 W5M SEC 1, N 2,
 ACTIVE 5593090095 **Ext:** 15 0.000 CANLIN 25.00000000 SEC 11
 HUSKY BRIKO 50.00000000 ALL PNG TO BASE CARDIUM
 100.00000000 IKKUMA PETRUS 12.50000000

Total Rental: 0.00

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
DEVELOPED		0.000	0.000		0.000	0.000

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MANITOK ENERGY. INC. Mineral Property Report

Province: ALBERTA

Area : CORDEL/STOLBERG

BASE AREA ASSETS (NOV 27, 2018)

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

(cont'd)

M00168

Sub: I

M00168	LICENCE CR	Eff: Sep 16, 1993	128.000	C00077 G	Yes	WI	TWP 43 RGE 16 W5M N 2
Sub: D	WI	Exp: Sep 15, 1998	128.000	MANITOK		12.50000000	ALL PNG BELOW BASE CARDIUM TO
ACTIVE	5593090095	Ext: 15	16.000	CANLIN		25.00000000	BASE TRIASSIC
	HUSKY			IKKUMA		50.00000000	(EXCL NG IN CARDIUM (PALE ALE)
100.00000000	IKKUMA			PETRUS		12.50000000	(EXCL PRODUCTION FROM
							100/07-02-043-16-W5/00 POOLED
							WELL)
				Total Rental:	448.00		

Status	Hectares	Net	Hectares	Net
DEVELOPED	Dev: 128.000	16.000	Undev: 0.000	0.000

M00168	LICENCE CR	Eff: Sep 16, 1993	128.000	C00051 A	Yes	NCPOOL	TWP 43 RGE 16 W5M N 2
Sub: E	WI	Exp: Sep 15, 1998	128.000	MANITOK		3.56300000	ALL NG IN CARDIUM (PALE ALE)
ACTIVE	5593090095	Ext: 15	4.561	BRIKO		85.75000000	
	BRIKO			CANLIN		7.12500000	
100.00000000	IKKUMA	Count Acreage =	No	PETRUS		3.56200000	

Total Rental: 0.00

Status	Hectares	Net	Hectares	Net
DEVELOPED	Dev: 128.000	4.561	Undev: 0.000	0.000

M00168	LICENCE CR	Eff: Sep 16, 1993	64.000	C00077 B	Yes	BPEN	TWP 43 RGE 16 W5M NW 2
Sub: F	WI	Exp: Sep 15, 1998	64.000	MANITOK		14.59000000	(PRODUCTION FROM
ACTIVE	5593090095	Ext: 15	9.338	BRIKO		58.33000000	100/14-02-043-16-W5M PENALTY
	HUSKY			CANLIN		12.50000000	WELL)

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MANITOK ENERGY. INC. Mineral Property Report

Province: ALBERTA

Area : CORDEL/STOLBERG

BASE AREA ASSETS (NOV 27, 2018)

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

(cont'd)

M00168

Sub: F

100.00000000	IKKUMA	Count Acreage =	No	PETRUS	14.58000000
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Total Rental: 0.00

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
DEVELOPED		64.000	9.338		0.000	0.000

M00194	PNG	CR	Eff: May 05, 1970	128.000	C00051 A Yes	NCPOOL	TWP 43 RGE 16 W5M S 2
Sub: A	WI		Exp: May 04, 1980	128.000	MANITOK	3.56300000	ALL NG IN CARDIUM (PALE ALE
ACTIVE	21653		Ext: 15	4.561	BRIKO	85.75000000	ONLY)
	BRIKO				CANLIN	7.12500000	
100.00000000	BRIKO				PETRUS	3.56200000	

Total Rental: 448.00

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
DEVELOPED		128.000	4.561		0.000	0.000

M00168	LICENCE	CR	Eff: Sep 16, 1993	256.000	C00077 H Yes	WI	TWP 43 RGE 16 W5M SEC 11
Sub: G	WI		Exp: Sep 15, 1998	256.000	MANITOK	12.50000000	PNG TO TOP CARDIUM
ACTIVE	5593090095		Ext: 15	32.000	CANLIN	25.00000000	
	HUSKY				BRIKO	50.00000000	
100.00000000	IKKUMA				PETRUS	12.50000000	

Total Rental: 896.00

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
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MANITOK ENERGY. INC. Mineral Property Report

Province: ALBERTA

Area : CORDEL/STOLBERG

BASE AREA ASSETS (NOV 27, 2018)

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

(cont'd)

M00168

Sub: G DEVELOPED Dev: 64.000 8.000 Undev: 192.000 24.000

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Province: ALBERTA

Area : CORDEL/STOLBERG

BASE AREA ASSETS (NOV 27, 2018)

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code		
File Status	Int Type / Lse No/Name		Gross					
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held	
Area Total:		Total Gross:	11,392.000	Total Net:	5,927.422			
		Dev Gross:	3,328.000	Dev Net:	1,762.683	Undev Gross :	8,064.000	Undev Net : 4,164.739

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MANITOK ENERGY. INC. Mineral Property Report

Province: ALBERTA
Area : ROCKYFORD

BASE AREA ASSETS (NOV 27, 2018)

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held
M00389	PNG	FH	Eff: Jul 19, 1969	0.000	C00198 J1 Yes	BPEN	(WELLBORE FOR 16-10 EQUIP/ TIE-IN PENALTY)
Sub: C	WIP		Exp: Jul 18, 1979	0.000	MANITOK		
ACTIVE	PRAIRIESKY		Ext: HBP	0.000	PRAIRIE PROV	100.00000000	(WELLBORE 16-10 IN PENALTY FOR EQUIP/TIE IN)
	MANITOK						
100.00000000	LYNX		Count Acreage = No	Total Rental: 0.00			

Status	Hectares	Net	Hectares	Net
DEVELOPED	0.000	0.000	Undev: 0.000	0.000

M00379	PNG	CR	Eff: Mar 17, 1994	128.000		WI	TWP 22 RGE 22 W4M W 36
Sub: A	WI - TRUST		Exp: Mar 16, 1999	128.000	MANITOK	*	ALL PETROLEUM FROM BASE
ACTIVE	0494030271		Ext: 15	128.000	LYNX	100.00000000	MEDICINE_HAT TO BASE MANNVILLE
	MANITOK						
100.00000000	LYNX		Total Rental: 448.00				

Status	Hectares	Net	Hectares	Net
UNDEVELOPED	0.000	0.000	Undev: 128.000	128.000

M00380	PNG	FH	Eff: Jun 01, 1976	0.809		WI	TWP 23 RGE 21 W4M PTN LSD 4 SEC
Sub: A	WI - TRUST		Exp: May 31, 1981	0.809	MANITOK	*	15
ACTIVE	WHEATLAND COUNT		Ext: HBP	0.809	LYNX	100.00000000	ALL PETROLEUM
	MANITOK						
100.00000000	LYNX		Total Rental: 0.00				

Status	Hectares	Net	Hectares	Net
UNDEVELOPED	0.000	0.000	Undev: 0.809	0.809

M00381	PNG	CR	Eff: May 24, 1974	256.000		WI	TWP 23 RGE 22 W4M SEC 24
Sub: A	WI - TRUST		Exp: May 23, 1984	256.000	MANITOK	*	ALL PETROLEUM TO BASE
ACTIVE	35163		Ext: 15	256.000	LYNX	100.00000000	MEDICINE_HAT

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MANITOK ENERGY. INC. Mineral Property Report

Province: ALBERTA

Area : ROCKYFORD

BASE AREA ASSETS (NOV 27, 2018)

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

(cont'd)

M00381

Sub: A MANITOK

100.00000000 LYNX

Total Rental: 896.00

Status	Hectares	Net	Hectares	Net
UNDEVELOPED Dev:	0.000	0.000	Undev: 256.000	256.000

M00382	PNG CR	Eff: May 02, 1991	64.000		WI	TWP 23 RGE 23 W4M NW 16
Sub: A	WI - TRUST	Exp: May 01, 1996	64.000	MANITOK	* 100.00000000	ALL PETROLEUM TO TOP MANNVILLE
ACTIVE	0491050039	Ext: 15	64.000	LYNX		
	MANITOK					
100.00000000	LYNX	Count Acreage = No		Total Rental:	0.00	

Status	Hectares	Net	Hectares	Net
UNDEVELOPED Dev:	0.000	0.000	Undev: 64.000	64.000

M00382	PNG CR	Eff: May 02, 1991	64.000		WI	TWP 23 RGE 23 W4M NW 16
Sub: B	WI - TRUST	Exp: May 01, 1996	64.000	MANITOK	* 100.00000000	ALL PETROLEUM IN GLAUCONITIC_SS
ACTIVE	0491050039	Ext: 15	64.000	LYNX		
	MANITOK					
100.00000000	LYNX			Total Rental:	224.00	

Status	Hectares	Net	Hectares	Net
UNDEVELOPED Dev:	0.000	0.000	Undev: 64.000	64.000

M00382	PNG CR	Eff: May 02, 1991	64.000		WI	TWP 23 RGE 23 W4M NW 16
Sub: C	WI - TRUST	Exp: May 01, 1996	64.000	MANITOK	* 100.00000000	ALL PETROLEUM IN MANNVILLE
ACTIVE	0491050039	Ext: 15	64.000	LYNX		EXCL PETROLEUM IN

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Province: ALBERTA

Area : ROCKYFORD

BASE AREA ASSETS (NOV 27, 2018)

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

(cont'd)

M00382

Sub: C MANITOK

GLAUCONITIC_SS

100.00000000 LYNX

Count Acreage = No

Total Rental: 0.00

Status	Hectares	Net	Hectares	Net
UNDEVELOPED Dev:	0.000	0.000	Undev: 64.000	64.000

M00383

PNG CR

Eff: Jun 26, 1997

64.000

WI

TWP 23 RGE 23 W4M NE 16

Sub: A WI - TRUST

Exp: Jun 25, 2002

64.000

MANITOK

* 100.00000000

ALL PETROLEUM TO BASE

ACTIVE 0497060321

Ext: 15

64.000

LYNX

VIKING_ZONE

MANITOK

100.00000000 LYNX

Total Rental: 224.00

Status	Hectares	Net	Hectares	Net
UNDEVELOPED Dev:	0.000	0.000	Undev: 64.000	64.000

M00426

PET FH

Eff: May 27, 2014

64.750

WI

TWP 23 RGE 23 W4M SW 16

Sub: A WI

Exp: May 26, 2017

64.750

MANITOK

100.00000000

ALL PETROLEUM IN GLAUCONITE_ZONE

ACTIVE PRAIRIESKY

Ext: HBP

64.750

MANITOK

Total Rental: 323.75

100.00000000 MANITOK

Status	Hectares	Net	Hectares	Net
DEVELOPED Dev:	64.750	64.750	Undev: 0.000	0.000

M00382

PNG CR

Eff: May 02, 1991

64.000

WI

TWP 23 RGE 23 W4M SE 18

Sub: D WI - TRUST

Exp: May 01, 1996

64.000

MANITOK

* 100.00000000

ALL PETROLEUM TO BASE

ACTIVE 0491050039

Ext: 15

64.000

LYNX

VIKING_ZONE

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Province: ALBERTA

Area : ROCKYFORD

BASE AREA ASSETS (NOV 27, 2018)

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

(cont'd)

M00382

Sub: D MANITOK

100.00000000 LYNX

Total Rental: 224.00

Status	Hectares	Net	Hectares	Net
UNDEVELOPED Dev:	0.000	0.000	Undev: 64.000	64.000

M00428	PET	FH	Eff: May 27, 2014	64.750		WI	TWP 24 RGE 22 W4M SW 16
Sub: A	WI		Exp: May 26, 2017	64.750	MANITOK	100.00000000	ALL PETROLEUM IN GLAUCONITE_ZONE
ACTIVE	PRAIRIESKY		Ext: HBP	64.750			
	MANITOK						
100.00000000	MANITOK						
			Total Rental:	323.75			

Status	Hectares	Net	Hectares	Net
DEVELOPED Dev:	64.750	64.750	Undev: 0.000	0.000

M00430	PET	FH	Eff: May 27, 2014	0.000		WI	TWP 25 RGE 21 W4M NE 18
Sub: A	WI		Exp: May 26, 2017	0.000	MANITOK	100.00000000	ALL PETROLEUM IN
ACTIVE	PRAIRIESKY		Ext: HBP	0.000			GLAUCONITE_ZONE;
	MANITOK						ALL PETROLEUM IN ELLERSLIE
100.00000000	MANITOK						(EXCL. THE 15-18 AND 16-18
			Total Rental:	0.00			WELLS)

Status	Hectares	Net	Hectares	Net
Dev:	0.000	0.000	Undev: 0.000	0.000

M00430	PET	FH	Eff: May 27, 2014	64.750	C01300 A No	TRUST	TWP 25 RGE 21 W4M NE 18
Sub: B	NI		Exp: May 26, 2017	64.750	MANITOK		ALL PETROLEUM IN
ACTIVE	PRAIRIESKY		Ext: HBP	0.000	DOAG	* 100.00000000	GLAUCONITE_ZONE;

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MANITOK ENERGY. INC. Mineral Property Report

Province: ALBERTA

Area : ROCKYFORD

BASE AREA ASSETS (NOV 27, 2018)

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

(cont'd)

M00430
Sub: B MANITOK
 100.00000000 MANITOK
 Total Rental: 323.75
 ALL PETROLEUM IN ELLERSLIE
 (INCL. THE 15-18 AND 16-18
 WELLS ONLY)

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
		0.000	0.000		0.000	0.000

M00431 PET FH **Eff:** May 27, 2014 259.000 C01300 A No TRUST TWP 25 RGE 21 W4M SEC 19
Sub: A NI **Exp:** May 26, 2017 259.000 MANITOK (EXCLS. THE
 ACTIVE PRAIRIESKY **Ext:** HBP 0.000 DOAG * 100.00000000 100/02-19-25-2-W4/00 WELL)
 MANITOK ALL PETROLEUM IN GLAUCONITE_ZONE
 100.00000000 MANITOK Total Rental: 1295.00

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
DEVELOPED		259.000	0.000		0.000	0.000

M00431 PET FH **Eff:** May 27, 2014 0.000 WI TWP 25 RGE 21 W4M SEC 19
Sub: B WI **Exp:** May 26, 2017 0.000 MANITOK 100.00000000 (100/2-19-25-21-W4/00 WELL
 ACTIVE PRAIRIESKY **Ext:** HBP 0.000 Total Rental: 0.00 ONLY)
 MANITOK ALL PETROLEUM IN GLAUCONITE_ZONE
 100.00000000 MANITOK **Count Acreage =** No

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
		0.000	0.000		0.000	0.000

M00432 PET FH **Eff:** May 27, 2014 0.000 WI TWP 25 RGE 21 W4M SW 30
Sub: A WI **Exp:** May 26, 2017 0.000 MANITOK 100.00000000 (5-30 WELLBORE ONLY)
 ACTIVE PRAIRIESKY **Ext:** HBP 0.000 ALL PETROLEUM IN GLAUCONITE_ZONE

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Province: ALBERTA

Area : ROCKYFORD

BASE AREA ASSETS (NOV 27, 2018)

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

(cont'd)

M00432

Sub: A MANITOK

Total Rental: 0.00

100.00000000 MANITOK

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
		0.000	0.000		0.000	0.000

M00432	PET	FH	Eff: May 27, 2014	64.750	C01300 B No	TRUST	TWP 25 RGE 21 W4M SW 30
Sub: B	NI		Exp: May 26, 2017	64.750	MANITOK		(EXCLS. 5-30 WELL)
ACTIVE	PRAIRIESKY		Ext: HBP	0.000	DOAG	* 100.00000000	ALL PETROLEUM IN GLAUCONITE_ZONE
	MANITOK						
100.00000000	MANITOK		Total Rental:		323.75		

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
DEVELOPED		64.750	0.000		0.000	0.000

M01303	NG	FH	Eff: May 01, 2015	129.500	C00198 D1 Yes	WI	TWP 25 RGE 22 W4M SEC 7
Sub: A	WI		Exp: Apr 30, 2018	129.500	MANITOK	50.00000000	ALL NG IN UPPER_MANNVILLE_M;
ACTIVE	PRAIRIESKY		Ext: HBP	64.750	PRAIRIE PROV	50.00000000	(1470.0-1502.0m TVD BASED ON
	PRAIRIE PROV						THE COMPUTALOG NEUTRON-DENSITY
100.00000000	PRAIRIE PROV		Total Rental:		356.13		LOG OF THE 100/14-09-025-22W4

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
DEVELOPED		129.500	64.750		0.000	0.000

WELL)
ALL NG IN UPPER_MANNVILLE_P
(1511.0-1543.0m TVD BASED ON
THE SCHLUMBERGER COMPENSATED
NEUTRON LITHO DENSITY LOG OF
THE 100/16-12-025-23W4 WELL)

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Province: ALBERTA

Area : ROCKYFORD

BASE AREA ASSETS (NOV 27, 2018)

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

M01304	PET	FH	Eff: May 01, 2015	64.750	C00198 D2 Yes	WI	TWP 25 RGE 22 W4M NE 7
Sub: A	WI		Exp: Apr 30, 2018	64.750	MANITOK	50.00000000	ALL PETROLEUM IN
ACTIVE	PRAIRIESKY		Ext: HBP	32.375	PRAIRIE PROV	50.00000000	UPPER_MANNVILLE_M;
	PRAIRIE PROV						ALL PETROLEUM IN
100.00000000	PRAIRIE PROV				Total Rental: 178.06		UPPER_MANNVILLE_P

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
DEVELOPED		64.750	32.375		0.000	0.000

M01305	PET	FH	Eff: May 01, 2015	64.750	C00198 D2 Yes	WI	TWP 25 RGE 22 W4M NW 7
Sub: A	WI		Exp: Apr 30, 2018	64.750	MANITOK	50.00000000	ALL PETROLEUM IN
ACTIVE	PRAIRIESKY		Ext: HBP	32.375	PRAIRIE PROV	50.00000000	UPPER_MANNVILLE_M;
	PRAIRIE PROV						ALL PETROLEUM IN
100.00000000	PRAIRIE PROV				Total Rental: 178.06		UPPER_MANNVILLE_P

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
DEVELOPED		64.750	32.375		0.000	0.000

M00384	PNG	FH	Eff: Jan 25, 2003	0.049		WI	TWP 25 RGE 22 W4M PTN SE 10
Sub: A	WI - TRUST		Exp: Jan 24, 2006	0.049	MANITOK	* 100.00000000	(PLAN 2540 AM, BLOCK 9, LOT 29)
ACTIVE	LINDEN, DAVID		Ext: HBP	0.049	LYNX		ALL PETROLEUM
	MANITOK						
100.00000000	LYNX				Total Rental: 0.00		

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
UNDEVELOPED		0.000	0.000		0.049	0.049

M00385	PNG	FH	Eff: Jan 31, 2003	0.097		WI	TWP 25 RGE 22 W4M SE 10
Sub: A	WI - TRUST		Exp: Jan 30, 2006	0.097	MANITOK	* 100.00000000	(PLAN 2540 AM, BLOCK 8, LOT

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Area : ROCKYFORD

BASE AREA ASSETS (NOV 27, 2018)

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

(cont'd)

M00385							
Sub: A							
ACTIVE	MCMURRAY, BRUCE	Ext: HBP	0.097	LYNX			4-6) ALL PETROLEUM
100.00000000	LYNX			Total Rental:	0.00		

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
UNDEVELOPED		0.000	0.000		0.097	0.097

M00386	PNG	FH	Eff: Feb 07, 2003	0.093		WI	
Sub: A	WI - TRUST		Exp: Feb 06, 2006	0.093	MANITOK	*	100.00000000
ACTIVE	ANDRUS. F. & B.	Ext: HBP		0.093	LYNX		TWP 25 RGE 22 W4M SE 10 (PLAN 2540AM, BLOCK 8, LOTS 1 TO 3 INCLUSIVE) ALL PETROLEUM
100.00000000	LYNX			Total Rental:	1.00		

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
UNDEVELOPED		0.000	0.000		0.093	0.093

M00387	PNG	FH	Eff: Feb 07, 2003	0.121		WI	
Sub: A	WI - TRUST		Exp: Feb 06, 2006	0.121	MANITOK	*	100.00000000
ACTIVE	HUSEBY, MARCIA AN	Ext: HBP		0.121	LYNX		TWP 25 RGE 22 W4M PTN SE 10 (PLAN 2540 AM, BLOCK 9, LOTS 26 AND 27) ALL PETROLEUM
100.00000000	LYNX			Total Rental:	0.00		

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
UNDEVELOPED		0.000	0.000		0.121	0.121

M00388	PNG	FH	Eff: Feb 06, 2003	0.372		WI	TWP 25 RGE 22 W4M PTN SE 10
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MANITOK ENERGY. INC. Mineral Property Report

Province: ALBERTA

Area : ROCKYFORD

BASE AREA ASSETS (NOV 27, 2018)

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

(cont'd)

M00388							
Sub: A	WI - TRUST	Exp: Feb 05, 2006	0.372	MANITOK		*	100.00000000
ACTIVE	NAZARETH LUTHERA	Ext: HBP	0.372	LYNX			(PLAN 2540AM, BLOCK 12, LOTS 1 AND 2)
	MANITOK						ALL PETROLEUM
100.00000000	LYNX			Total Rental:	0.00		

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
UNDEVELOPED		0.000	0.000		0.372	0.372

M00389	PNG	FH	Eff: Jul 19, 1969	258.276			WI	TWP 25 RGE 22 W4M PTN SEC 10
Sub: A	WI - TRUST	Exp: Jul 18, 1979	258.276	MANITOK		*	100.00000000	(EXCL N 10 PETROLEUM IN
ACTIVE	PRAIRIESKY	Ext: HBP	258.276	LYNX				GLAUCONITIC)
	MANITOK							ALL PETROLEUM
100.00000000	LYNX	Count Acreage = No		Total Rental:	0.00			(EXCL N10 PETROLEUM IN
								GLAUCONITIC)

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
UNDEVELOPED		0.000	0.000		258.276	258.276

M00389	PNG	FH	Eff: Jul 19, 1969	258.276	C00198 J Yes		WI	TWP 25 RGE 22 W4M N10
Sub: B	WI - TRUST	Exp: Jul 18, 1979	258.276	MANITOK			5.00000000	
ACTIVE	PRAIRIESKY	Ext: HBP	12.914	PRAIRIE PROV			95.00000000	ALL PETROLEUM IN GLAUCONITIC
	MANITOK							(EXCL WELLBORE 16-10 IN
100.00000000	LYNX			Total Rental:	638.21			PENALTY FOR EQUIP/TIE IN)

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
DEVELOPED		258.276	12.914		0.000	0.000

M01321	NG	FH	Eff: May 01, 2015	129.500	C00198 A Yes		WI	TWP 25 RGE 22 W4M SE 16, SW 16
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Area : ROCKYFORD

BASE AREA ASSETS (NOV 27, 2018)

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

(cont'd)

M01321							
Sub: A	WI	Exp: Apr 30, 2018	129.500	MANITOK		5.00000000	ALL NG IN UPPER_MANNVILLE_M; (1470.0-1502.0m TVD BASED ON THE COMPUTALOG NEUTRON-DENSITY LOG OF THE 100/14-09-025-22W4 WELL)
ACTIVE	PRAIRIESKY	Ext: HBP	6.475	PRAIRIE PROV		95.00000000	
	PRAIRIE PROV						
100.00000000	PRAIRIE PROV			Total Rental:	356.13		
	Status		Hectares	Net		Hectares	Net
	DEVELOPED	Dev:	129.500	6.475	Undev:	0.000	0.000

M01324	PET	FH	Eff: May 01, 2015	64.750	C00198 A Yes		WI	TWP 25 RGE 22 W4M SE 16 ALL PETROLEUM IN UPPER_MANNVILLE_M; ALL PETROLEUM IN UPPER_MANNVILLE_P
Sub: A	WI	Exp: Apr 30, 2018	64.750	MANITOK		5.00000000		
ACTIVE	PRAIRIESKY	Ext: HBP	3.238	PRAIRIE PROV		95.00000000		
100.00000000	PRAIRIE PROV			Total Rental:	178.06			
	Status		Hectares	Net		Hectares	Net	
	UNDEVELOPED	Dev:	0.000	0.000	Undev:	64.750	3.238	

M01325	PET	FH	Eff: May 01, 2015	64.750	C00198 A Yes		WI	TWP 25 RGE 22 W4M SW 16 ALL PETROLEUM IN UPPER_MANNVILLE_M; ALL PETROLEUM IN UPPER_MANNVILLE_P
Sub: A	WI	Exp: Apr 30, 2018	64.750	MANITOK		5.00000000		
ACTIVE	PRAIRIESKY	Ext: HBP	3.238	PRAIRIE PROV		95.00000000		
100.00000000	PRAIRIE PROV			Total Rental:	178.06			
	Status		Hectares	Net		Hectares	Net	
	DEVELOPED	Dev:	64.750	3.238	Undev:	0.000	0.000	

M01326	NG	FH	Eff: May 01, 2015	129.500	C00198 E1 Yes		WI	TWP 25 RGE 22 W4M S 17
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MANITOK ENERGY. INC. Mineral Property Report

Province: ALBERTA

Area : ROCKYFORD

BASE AREA ASSETS (NOV 27, 2018)

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

(cont'd)

M01326							
Sub: A	WI	Exp: Apr 30, 2018	129.500	MANITOK		50.00000000	ALL NG IN UPPER_MANNVILLE_M; (1470.0-1502.0m TVD BASED ON THE COMPUTALOG NEUTRON-DENSITY LOG OF THE 100/14-09-025-22W4 WELL)
ACTIVE	PRAIRIESKY	Ext: HBP	64.750	PRAIRIE PROV		50.00000000	
	PRAIRIE PROV						
100.00000000	PRAIRIE PROV			Total Rental:	356.13		
	Status		Hectares	Net		Hectares	Net
	UNDEVELOPED	Dev:	0.000	0.000	Undev:	129.500	64.750

M01329	PET	FH	Eff: May 01, 2015	64.750	C00198 E Yes	WI	TWP 25 RGE 22 W4M SE 17 ALL PETROLEUM IN UPPER_MANNVILLE_M; ALL PETROLEUM IN UPPER_MANNVILLE_P
Sub: A	WI	Exp: Apr 30, 2018	64.750	MANITOK		50.00000000	
ACTIVE	PRAIRIESKY	Ext: HBP	32.375	PRAIRIE PROV		50.00000000	
100.00000000	PRAIRIE PROV			Total Rental:	178.06		
	Status		Hectares	Net		Hectares	Net
	DEVELOPED	Dev:	64.750	32.375	Undev:	0.000	0.000

M01330	PET	FH	Eff: May 01, 2015	64.750	C00198 E Yes	WI	TWP 25 RGE 22 W4M SW 17 ALL PETROLEUM IN UPPER_MANNVILLE_M; ALL PETROLEUM IN UPPER_MANNVILLE_P
Sub: A	WI	Exp: Apr 30, 2018	64.750	MANITOK		50.00000000	
ACTIVE	PRAIRIESKY	Ext: HBP	32.375	PRAIRIE PROV		50.00000000	
100.00000000	PRAIRIE PROV			Total Rental:	178.06		
	Status		Hectares	Net		Hectares	Net
	UNDEVELOPED	Dev:	0.000	0.000	Undev:	64.750	32.375

M00390	PNG	FH	Eff: Oct 17, 1970	259.000		WI	TWP 25 RGE 22 W4M SEC 18
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Province: ALBERTA

Area : ROCKYFORD

BASE AREA ASSETS (NOV 27, 2018)

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

(cont'd)

M00390							
Sub: A	WI - TRUST	Exp: Oct 16, 1980	259.000	MANITOK		*	100.00000000
ACTIVE	PRAIRIESKY	Ext: HBP	259.000	LYNX			ALL PETROLEUM
	MANITOK						
100.00000000	LYNX			Total Rental:	640.00		

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
UNDEVELOPED		0.000	0.000		259.000	259.000

M00377	PNG	FH	Eff: May 27, 2014	194.250	C00198	A	Yes	WI	TWP 25 RGE 22 W4M SEC 21
Sub: Q	WI		Exp: May 26, 2015	194.250	MANITOK			5.00000000	ALL PETROLEUM IN ELLERSLIE
ACTIVE	PRAIRIESKY		Ext: EXTPRIM	9.713	PRAIRIE PROV			95.00000000	
	MANITOK		Ext: Jun 15, 2020						
100.00000000	MANITOK			Total Rental:	971.25				

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
UNDEVELOPED		0.000	0.000		194.250	9.713

M01861	NG	FH	Eff: May 27, 2014	129.500	C00198	A	Yes	WI	TWP 25 RGE 22 W4M N 21
Sub: A	WI - TRUST		Exp: Sep 30, 2020	129.500	MANITOK			5.00000000	ALL NG FROM BASE MEDICINE_HAT
ACTIVE	PRAIRIESKY			6.475	PRAIRIE PROV			95.00000000	TO BASE MANNVILLE
	PRAIRIE PROV								
100.00000000	ENCANA			Total Rental:	647.50				

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
DEVELOPED		129.500	6.475		0.000	0.000

M01862	NG	FH	Eff: May 27, 2014	129.500	C00198	A	Yes	WI	TWP 25 RGE 22 W4M S 21
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Province: ALBERTA

Area : ROCKYFORD

BASE AREA ASSETS (NOV 27, 2018)

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

(cont'd)

M01862							
Sub: A	WI - TRUST	Exp: Sep 30, 2020	129.500	MANITOK		5.00000000	ALL NG FROM BASE MEDICINE_HAT
ACTIVE	PRAIRIESKY		6.475	PRAIRIE PROV		95.00000000	TO BASE MANNVILLE
	PRAIRIE PROV						
100.00000000	ENCANA			Total Rental:	647.50		

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
DEVELOPED		129.500	6.475		0.000	0.000

M00391	PNG	FH	Eff: Jun 15, 1969	129.500		TRUST	
Sub: A	WI - TRUST	Exp: Jun 14, 1979	129.500	MANITOK		100.00000000	TWP 25 RGE 22 W4M SEC 22
ACTIVE	PRAIRIESKY	Ext: HBP	129.500	PRAIRIE PROV	*		(EXCL W 22 PETROLEUM IN
	MANITOK						ELLERSLIE)
100.00000000	LYNX			Total Rental:	320.00		ALL PETROLEUM
							(EXCL PETROLEUM IN ELLERSLIE)

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
UNDEVELOPED		0.000	0.000		129.500	129.500

M00391	PNG	FH	Eff: Jun 15, 1969	129.500	C00198 B Yes	WI	
Sub: B	WI - TRUST	Exp: Jun 14, 1979	129.500	PRAIRIE PROV	*	95.00000000	TWP 25 RGE 22 W4M W 22
ACTIVE	PRAIRIESKY	Ext: HBP	6.475	MANITOK		5.00000000	ALL PETROLEUM FROM TOP
	MANITOK						ELLERSLIE TO BASE ELLERSLIE
100.00000000	LYNX			Total Rental:	320.00		

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
DEVELOPED		129.500	6.475		0.000	0.000

M01860	NG	FH	Eff: Jun 15, 1969	256.000	C00198 I Yes	WI	TWP 25 RGE 22 W4M SEC 22
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Area : ROCKYFORD

BASE AREA ASSETS (NOV 27, 2018)

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

(cont'd)

M01860							
Sub: A	WI - TRUST	Exp: Sep 30, 2020	256.000	MANITOK	*	5.00000000	ALL NG FROM BASE MEDICINE_HAT
ACTIVE	PRAIRIESKY	Ext: HBP	12.800	PRAIRIE PROV		95.00000000	TO BASE MANNVILLE
	PRAIRIE PROV						
100.00000000	LYNX			Total Rental:	640.00		

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
DEVELOPED		64.000	3.200		192.000	9.600

M01856	PET	FH	Eff: May 27, 2014	64.750	C00198 B Yes	WI	TWP 25 RGE 22 W4M SW 27
Sub: A	WI	Exp: May 26, 2015	64.750	PRAIRIE PROV	*	95.00000000	ALL PETROLEUM IN ELLERSLIE
ACTIVE	PRAIRIESKY	Ext: HBP	3.238	MANITOK		5.00000000	
	MANITOK						
100.00000000	MANITOK			Total Rental:	323.75		

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
DEVELOPED		64.750	3.238		0.000	0.000

M01857	PET	FH	Eff: May 27, 2014	64.750	C00198 B Yes	WI	TWP 25 RGE 22 W4M NW 27
Sub: A	WI	Exp: May 26, 2015	64.750	PRAIRIE PROV	*	95.00000000	ALL PETROLEUM IN ELLERSLIE
ACTIVE	PRAIRIESKY	Ext: HBP	3.238	MANITOK		5.00000000	
	MANITOK						
100.00000000	MANITOK			Total Rental:	323.75		

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
DEVELOPED		64.750	3.238		0.000	0.000

M00377	PNG	FH	Eff: May 27, 2014	129.500	C00198 K Yes	BPEN	TWP 25 RGE 22 W4M E 28
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Province: ALBERTA

Area : ROCKYFORD

BASE AREA ASSETS (NOV 27, 2018)

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

(cont'd)

M00377							
Sub: K	PEN		Exp: May 26, 2015	129.500	PRAIRIE PROV	100.00000000	ALL PETROLEUM IN ELLERSLIE
ACTIVE	PRAIRIESKY		Ext: HBP	0.000	MANITOK		
	MANITOK						
100.00000000	MANITOK				Total Rental: 647.50		

Status	Hectares	Net	Hectares	Net
UNDEVELOPED	0.000	0.000	129.500	0.000

M00424	PET	FH	Eff: May 27, 2014	129.500	C00198 B Yes	WI	TWP 25 RGE 22 W4M NW 35, NE 35
Sub: A	WI		Exp: May 26, 2015	129.500	PRAIRIE PROV	*	ALL PETROLEUM IN ELLERSLIE
ACTIVE	PRAIRIESKY		Ext: HBP	6.475	MANITOK	5.00000000	
	PRAIRIE PROV						
100.00000000	MANITOK				Total Rental: 647.50		

Status	Hectares	Net	Hectares	Net
DEVELOPED	129.500	6.475	0.000	0.000

M01859	NG	FH	Eff: May 27, 2014	259.000	C00198 I Yes	WI	TWP 25 RGE 22 W4M SEC 35
Sub: A	WI - TRUST		Exp: Sep 30, 2020	259.000	MANITOK	*	ALL NG FROM BASE MEDICINE_HAT
ACTIVE	PRAIRIESKY			12.950	PRAIRIE PROV	95.00000000	TO BASE MANNVILLE
	PRAIRIE PROV						
100.00000000	ENCANA				Total Rental: 1295.00		

Status	Hectares	Net	Hectares	Net
DEVELOPED	64.000	3.200	195.000	9.750

M00392	PNG	FH	Eff: Aug 04, 1970	259.000	C00194 A Yes	WI	TWP 25 RGE 23 W4M SEC 32
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Province: ALBERTA

Area : ROCKYFORD

BASE AREA ASSETS (NOV 27, 2018)

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

(cont'd)

M00392							
Sub: A	WI - TRUST	Exp: Aug 03, 1980	259.000	MANITOK		80.25930000	ALL PETROLEUM TO BASE PEKISKO
ACTIVE	PRAIRIESKY	Ext: HBP	207.872	TAQA NORT		19.74070000	
	MANITOK						
100.00000000	LYNX			Total Rental:	640.00		

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
DEVELOPED		64.750	51.968		194.250	155.904

M00434	PET	FH	Eff: May 27, 2014	0.000		WI	TWP 26 RGE 21 W4M SE 4
Sub: A	WI		Exp: May 26, 2017	0.000	MANITOK	100.00000000	(INCLS. ONLY 100/01-04 WELL)
ACTIVE	PRAIRIESKY		Ext: HBP	0.000			ALL PETROLEUM IN GLAUCONITE_ZONE
	MANITOK			Total Rental:	0.00		
100.00000000	MANITOK						

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
		0.000	0.000		0.000	0.000

M00434	PET	FH	Eff: May 27, 2014	64.750	C01300 B No	TRUST	TWP 26 RGE 21 W4M SE 4
Sub: B	NI		Exp: May 26, 2017	64.750	MANITOK		(EXCLS. THE 100/01-04 WELL)
ACTIVE	PRAIRIESKY		Ext: HBP	0.000	DOAG	* 100.00000000	ALL PETROLEUM IN GLAUCONITE_ZONE
	MANITOK			Total Rental:	323.75		
100.00000000	MANITOK						

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
DEVELOPED		64.750	0.000		0.000	0.000

M00393	PNG	CR	Eff: Jun 02, 2000	14.388		WI	TWP 26 RGE 21 W4M E 33
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Province: ALBERTA

Area : ROCKYFORD

BASE AREA ASSETS (NOV 27, 2018)

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

(cont'd)

M00393							
Sub: A	WI - TRUST	Exp: Jun 01, 2005	14.388	MANITOK	*	100.00000000	ALL PETROLEUM TO BASE
ACTIVE	0400060595	Ext: 15	14.388	LYNX			VIKING_ZONE
	MANITOK						
100.00000000	LYNX			Total Rental:	50.36		

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
UNDEVELOPED		0.000	0.000		14.388	14.388

M00395	PNG	CR	Eff: Oct 17, 1996	128.000		WI	TWP 26 RGE 21 W4M N 34
Sub: A	WI - TRUST	Exp: Oct 16, 2001	128.000	MANITOK	*	100.00000000	ALL PETROLEUM TO BASE
ACTIVE	0496100450	Ext: 15	128.000	LYNX			VIKING_ZONE
	MANITOK						
100.00000000	LYNX			Total Rental:	448.00		

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
UNDEVELOPED		0.000	0.000		128.000	128.000

M00396	PNG	FH	Eff: Aug 15, 1970	128.303		WI	TWP 26 RGE 23 W4M PTN SEC 35
Sub: A	WI - TRUST	Exp: Aug 14, 1980	128.303	MANITOK	*	100.00000000	PETROLEUM IN BASAL_BELLY_RIVER
ACTIVE	PRAIRIESKY	Ext: HBP	128.303	LYNX			(DEFINED AS THE INTERVAL
	MANITOK						BETWEEN 699.0 METRES AND 723.0
100.00000000	LYNX			Total Rental:	317.04		METRES TVD AS MEASURED ON THE

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
UNDEVELOPED		0.000	0.000		128.303	128.303

NEUTRON DENSITY LOG IN
100/08-35-026-23W4M WELL)

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Province: ALBERTA

Area : ROCKYFORD

BASE AREA ASSETS (NOV 27, 2018)

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held
M00396	PNG	FH	128.302			WI	
Sub: B	WI - TRUST	Eff: Aug 15, 1970	128.302	MANITOK	*	100.00000000	
ACTIVE	PRAIRIESKY	Exp: Aug 14, 1980	128.302	LYNX			
	MANITOK	Ext: HBP					
100.00000000	LYNX			Total Rental:	317.04		
	Status		Hectares	Net		Hectares	Net
	UNDEVELOPED	Dev:	0.000	0.000	Undev:	128.302	128.302

TWP 26 RGE 23 W4M PTN SEC 35
 PETROLEUM IN ELLERSLIE
 (DEFINED AS THE INTERVAL
 BETWEEN 1520.3 METRES AND
 1557.0 METRES TVD AS MEASURED
 ON THE NEUTRON DENSITY LOG IN
 100/06-35-026-23W4M WELL)

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Area : ROCKYFORD

BASE AREA ASSETS (NOV 27, 2018)

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code		
File Status	Int Type / Lse No/Name		Gross					
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held	
Area Total:		Total Gross:	4,275.060	Total Net:	2,055.110			
		Dev Gross:	1,746.026	Dev Net:	404.746	Undev Gross :	2,529.034	Undev Net : 1,650.364

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MANITOK ENERGY. INC. Mineral Property Report

Province: ALBERTA

Area : WAYNE

BASE AREA ASSETS (NOV 27, 2018)

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held
M00411	PNG	CR	Eff: Mar 25, 1994	0.000		WI	(103/02-12-028-21-W4/00 WELL ONLY)
Sub: B	WI - TRUST		Exp: Mar 24, 1999	0.000	MANITOK	100.00000000	(PRODUCTION GOVERNED BY PAUA NO. 1)
ACTIVE	0494030291		Ext: 18	0.000			
	MANITOK		Ext: Aug 03, 2018		Total Rental: 0.00		
100.00000000	LYNX						

Status		Hectares	Net		Hectares	Net
	Dev:	0.000	0.000	Undev:	0.000	0.000

M00465	PET	FH	Eff: May 27, 2014	129.500	C00198 C1 Yes	BPEN	(WELLBORE 13-22 IN PENALTY FOR EQUIP/TIE-IN)
Sub: B	PEN		Exp: May 26, 2015	129.500	MANITOK	100.00000000	ALL PETROLEUM IN ELLERSLIE
ACTIVE	PRAIRIESKY		Ext: HBP	0.000	PRAIRIE PROV		
	PRAIRIE PROV				Total Rental: 647.50		
100.00000000	MANITOK						

Status		Hectares	Net		Hectares	Net
DEVELOPED	Dev:	129.500	0.000	Undev:	0.000	0.000

M00397	PNG	FH	Eff: Nov 19, 1968	193.845	C00185 A Yes	WI	TWP 27 RGE 21 W4M E & NW 5
Sub: A	WI - TRUST		Exp: Nov 18, 1978	193.845	MANITOK	87.50000000	ALL PETROLEUM
ACTIVE	PRAIRIESKY		Ext: HBP	169.614	HARVARD	12.50000000	EXCL PETROLEUM FROM TOP PALEOZOIC TO BASE PEKISKO
	MANITOK				Total Rental: 479.00		
100.00000000	LYNX						

Status		Hectares	Net		Hectares	Net
UNDEVELOPED	Dev:	0.000	0.000	Undev:	193.845	169.614

M00398	PNG	FH	Eff: Nov 19, 1968	259.000	C00185 B Yes	WI	TWP 27 RGE 21 W4M SEC 9
Sub: A	WI - TRUST		Exp: Nov 18, 1978	259.000	MANITOK	87.50000000	ALL PETROLEUM
ACTIVE	PRAIRIESKY		Ext: HBP	226.625	HARVARD	12.50000000	EXCL PETROLEUM FROM TOP

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Province: ALBERTA

Area : WAYNE

BASE AREA ASSETS (NOV 27, 2018)

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

(cont'd)

M00398
Sub: A MANITOK PALEOZOIC TO BASE PEKISKO
 100.00000000 ENCANA CORPORAT Total Rental: 640.00

Status	Hectares	Net	Hectares	Net
UNDEVELOPED Dev:	0.000	0.000	Undev: 259.000	226.625

M00399 PNG CR **Eff:** Sep 17, 1998 64.000 TRUST TWP 27 RGE 21 W4M NE 16
Sub: A WI - TRUST **Exp:** Sep 16, 2003 64.000 MANITOK 100.00000000 ALL PETROLEUM TO BASE MANNVILLE
 ACTIVE 0498090338 **Ext:** 15 64.000 LYNX
 100.00000000 ENCANA CORPORAT Total Rental: 224.00

Status	Hectares	Net	Hectares	Net
UNDEVELOPED Dev:	0.000	0.000	Undev: 64.000	64.000

M00400 PNG CR **Eff:** Sep 21, 1973 128.000 C00192 A Yes WI TWP 27 RGE 21 W4M S 18
Sub: A WI - TRUST **Exp:** Sep 20, 1983 128.000 MANITOK 68.75000000 ALL PETROLEUM TO BASE
 ACTIVE 32610 **Ext:** 15 88.000 HARVARD 31.25000000 BELLY_RIVER
 100.00000000 LYNX Total Rental: 448.00

Status	Hectares	Net	Hectares	Net
UNDEVELOPED Dev:	0.000	0.000	Undev: 128.000	88.000

M00401 PNG FH **Eff:** Nov 19, 1968 129.500 C00192 A Yes WI TWP 27 RGE 21 W4M N 18
Sub: A WI - TRUST **Exp:** Nov 18, 1978 129.500 MANITOK 68.75000000 ALL PETROLEUM
 ACTIVE PRAIRIESKY **Ext:** HBP 89.031 HARVARD 31.25000000

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Province: ALBERTA

Area : WAYNE

BASE AREA ASSETS (NOV 27, 2018)

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

(cont'd)

M00401

Sub: A MANITOK

100.00000000 LYNX

Total Rental: 320.00

Status	Hectares	Net	Hectares	Net
UNDEVELOPED Dev:	0.000	0.000	Undev: 129.500	89.031

M00436

PET FH

Eff: May 27, 2014

64.750

WI

TWP 27 RGE 21 W4M NE 21

Sub: A WI

Exp: May 26, 2017

64.750

MANITOK

100.00000000

ALL PETROLEUM IN ELLERSLIE

ACTIVE PRAIRIESKY

Ext: HBP

64.750

Total Rental: 323.75

100.00000000 MANITOK

Status	Hectares	Net	Hectares	Net
DEVELOPED Dev:	64.750	64.750	Undev: 0.000	0.000

M00402

PNG CR

Eff: Apr 02, 1963

64.000

WI

TWP 27 RGE 21 W4M SE 22

Sub: A WI - TRUST

Exp: Apr 01, 1973

64.000

MANITOK

* 100.00000000

ALL PETROLEUM TO BASE MANNVILLE

ACTIVE 879

Ext: 15

64.000

LYNX

Total Rental: 224.00

100.00000000 LYNX

Status	Hectares	Net	Hectares	Net
UNDEVELOPED Dev:	0.000	0.000	Undev: 64.000	64.000

M00403

PNG CR

Eff: Sep 27, 1971

64.000

TRUST

TWP 27 RGE 21 W4M SW 22

Sub: A WI - TRUST

Exp: Sep 26, 1981

64.000

MANITOK

100.00000000

ALL PETROLEUM TO BASE MANNVILLE

ACTIVE 26063

Ext: 15

64.000

LYNX

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File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held

(cont'd)

M00403

Sub: A MANITOK

100.00000000 LYNX

Total Rental: 224.00

Status	Hectares	Net	Hectares	Net
UNDEVELOPED Dev:	0.000	0.000	Undev: 64.000	64.000

M00404 PNG CR Eff: Feb 07, 1975 64.000 WI

Sub: A WI - TRUST Exp: Feb 06, 1985 64.000 MANITOK * 100.00000000

ACTIVE 38148 Ext: 15 64.000 LYNX

MANITOK

100.00000000 LYNX

Total Rental: 224.00

Status	Hectares	Net	Hectares	Net
UNDEVELOPED Dev:	0.000	0.000	Undev: 64.000	64.000

TWP 27 RGE 21 W4M NW 24
ALL PETROLEUM TO BASE MANNVILLE
(EXCL PETROLEUM IN UPPER BELLY
RIVER,
BASAL_BELLY_RIVER_SANDST,
GLAUCONITIC_SS, OSTRACOD_ZONE,
BASAL_QUARTZ, VIKING_ZONE,
BASAL_COLORADO_SANDSTONE)

M00377 PNG FH Eff: May 27, 2014 129.500 C00198 A Yes WI

Sub: N WI Exp: May 26, 2015 129.500 MANITOK 5.00000000

ACTIVE PRAIRIESKY Ext: EXTPRIM 6.475 PRAIRIE PROV 95.00000000

MANITOK

100.00000000 MANITOK

Total Rental: 647.50

Status	Hectares	Net	Hectares	Net
UNDEVELOPED Dev:	0.000	0.000	Undev: 129.500	6.475

TWP 27 RGE 21 W4M SW 25, NW 25
ALL PETROLEUM IN ELLERSLIE

M00377 PNG FH Eff: May 27, 2014 256.000 C00198 H1 Yes BPEN

TWP 27 RGE 21 W4M SEC 26

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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)

M00377							
Sub: R	PEN		Exp: May 26, 2015	256.000	PRAIRIE PROV	100.00000000	ALL PETROLEUM IN ELLERSLIE
ACTIVE	PRAIRIESKY		Ext: HBP	0.000	MANITOK		(EXCL. THE
	MANITOK						100/09-26-027-21-W4/00 WELL)
100.00000000	MANITOK						
				Total Rental:	1280.00		

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
UNDEVELOPED		0.000	0.000		256.000	0.000

M00377	PNG	FH	Eff: May 27, 2014	0.000		WI	TWP 27 RGE 21 W4M SEC 26
Sub: S	PEN		Exp: May 26, 2015	0.000	MANITOK	100.00000000	ALL PETROLEUM IN ELLERSLIE
ACTIVE	PRAIRIESKY		Ext: HBP	0.000			(100/09-26-027-21-W4/00 WELL
	MANITOK						ONLY)
100.00000000	MANITOK						
				Total Rental:	0.00		

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
UNDEVELOPED		0.000	0.000		0.000	0.000

M00378	PET	FH	Eff: May 27, 2014	129.500		WI	TWP 27 RGE 21 W4M NW 28, SE 28
Sub: A	WI		Exp: May 26, 2017	129.500	MANITOK	100.00000000	ALL PETROLEUM IN ELLERSLIE
ACTIVE	PRAIRIESKY		Ext: HBP	129.500			
	MANITOK						
100.00000000	MANITOK						
				Total Rental:	647.50		

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
UNDEVELOPED		0.000	0.000		129.500	129.500

M00437	PET	FH	Eff: May 27, 2014	129.500		WI	TWP 27 RGE 21 W4M NW 33, SW 33
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BASE AREA ASSETS (NOV 27, 2018)

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

(cont'd)

M00437							
Sub: A	WI		Exp: May 26, 2017	129.500	MANITOK		100.00000000
ACTIVE	PRAIRIESKY		Ext: HBP	129.500			
	MANITOK				Total Rental:	647.50	
100.00000000	MANITOK						ALL PETROLEUM IN ELLERSLIE

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
DEVELOPED		129.500	129.500		0.000	0.000

M00405	PNG	CR	Eff: Jun 01, 2000	64.000			WI
Sub: A	WI - TRUST		Exp: May 31, 2005	64.000	MANITOK	*	100.00000000
ACTIVE	0400060026		Ext: 15	64.000	LYNX		
	MANITOK				Total Rental:	224.00	
100.00000000	LYNX						TWP 27 RGE 22 W4M SE 10 ALL PETROLEUM TO BASE BELLY_RIVER

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
UNDEVELOPED		0.000	0.000		64.000	64.000

M00405	PNG	CR	Eff: Jun 01, 2000	64.000			WI
Sub: B	WI - TRUST		Exp: May 31, 2005	64.000	MANITOK	*	100.00000000
ACTIVE	0400060026		Ext: 15	64.000	LYNX		
	MANITOK				Total Rental:	224.00	
100.00000000	LYNX						TWP 27 RGE 22 W4M NE 10 ALL PETROLEUM TO BASE EDMONTON

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
UNDEVELOPED		0.000	0.000		64.000	64.000

M00438	PET	FH	Eff: May 27, 2014	64.750			WI
							TWP 27 RGE 22 W4M NW 20

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Area : WAYNE

BASE AREA ASSETS (NOV 27, 2018)

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

(cont'd)

M00438							
Sub: A	WI		Exp: May 26, 2017	64.750	MANITOK		100.00000000
ACTIVE	PRAIRIESKY		Ext: HBP	64.750			
	MANITOK				Total Rental: 323.75		
100.00000000	MANITOK						ALL PETROLEUM IN GLAUCONITE_ZONE (EXCL. PETROLEUM IN GLAUC F9F POOL)

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
DEVELOPED		64.750	64.750		0.000	0.000

M00406	PNG	CR	Eff: Mar 08, 2001	64.000			WI
Sub: A	WI - TRUST		Exp: Mar 07, 2006	64.000	MANITOK	*	100.00000000
ACTIVE	0401030124		Ext: 15	64.000	LYNX		
	MANITOK				Total Rental: 224.00		
100.00000000	LYNX						TWP 27 RGE 22 W4M SE 24 ALL PETROLEUM TO BASE MANNVILLE

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
UNDEVELOPED		0.000	0.000		64.000	64.000

M00439	PET	FH	Eff: May 27, 2014	64.750			WI
Sub: A	WI		Exp: May 26, 2017	64.750	MANITOK		100.00000000
ACTIVE	PRAIRIESKY		Ext: HBP	64.750			
	MANITOK				Total Rental: 323.75		
100.00000000	MANITOK						TWP 27 RGE 22 W4M NW 27 ALL PETROLEUM IN GLAUCONITE_ZONE (EXCL. PETROLEUM GLAUC F9F POOL)

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
DEVELOPED		64.750	64.750		0.000	0.000

M00440	PET	FH	Eff: May 27, 2014	64.750			WI
							TWP 27 RGE 22 W4M NE 28

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BASE AREA ASSETS (NOV 27, 2018)

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

(cont'd)

M00440							
Sub: A	WI		Exp: May 26, 2017	64.750	MANITOK	100.00000000	ALL PETROLEUM IN GLAUCONITE_ZONE
ACTIVE	PRAIRIESKY		Ext: HBP	64.750			EXCL PETROLEUM IN GLAUC_F9F
	MANITOK				Total Rental: 323.75		
100.00000000	MANITOK						

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
DEVELOPED		64.750	64.750		0.000	0.000

M00441	PET	FH	Eff: May 27, 2014	64.750		WI	TWP 27 RGE 22 W4M NW 30
Sub: A	WI		Exp: May 26, 2017	64.750	MANITOK	100.00000000	ALL PETROLEUM IN ELLERSLIE
ACTIVE	PRAIRIESKY		Ext: HBP	64.750			
	MANITOK				Total Rental: 323.75		
100.00000000	MANITOK						

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
DEVELOPED		64.750	64.750		0.000	0.000

M00443	PET	FH	Eff: May 27, 2014	64.750	C00009 AO No	WI	TWP 27 RGE 22 W4M NW 35
Sub: A	WI		Exp: May 26, 2017	64.750	MANITOK	100.00000000	ALL PETROLEUM IN GLAUCONITE_ZONE
ACTIVE	PRAIRIESKY		Ext: HBP	64.750			EXCL PETROLEUM IN GLAUC_EEE
	MANITOK				Total Rental: 323.75		
100.00000000	MANITOK						

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
DEVELOPED		64.750	64.750		0.000	0.000

M01365	NG	FH	Eff: May 01, 2015	259.000		WI	TWP 27 RGE 22 W4M SEC 35
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Area : WAYNE

BASE AREA ASSETS (NOV 27, 2018)

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

(cont'd)

M01365
Sub: A WI **Exp:** Apr 30, 2018 259.000 MANITOK 100.00000000
 ACTIVE PRAIRIESKY **Ext:** HBP 259.000
 MANITOK Total Rental: 712.25
 100.00000000 MANITOK
 ALL NG IN GLAUC_EEE
 (1457.0-1479.0m TVD BASED ON
 THE SCHLUMBERGER NEUTRON
 DENSITY LOG OF THE
 S0/03-01-028-22W4 WELL)

Status	Hectares	Net	Hectares	Net
UNDEVELOPED	0.000	0.000	259.000	259.000

M00408 PNG CR **Eff:** May 30, 2002 64.000 WI
Sub: A WI - TRUST **Exp:** May 29, 2007 64.000 MANITOK * 100.00000000
 ACTIVE 0402050504 **Ext:** 15 64.000 LYNX
 MANITOK Total Rental: 224.00
 100.00000000 LYNX
 TWP 27 RGE 22 W4M SW 36
 PETROLEUM TO BASE VIKING_ZONE

Status	Hectares	Net	Hectares	Net
UNDEVELOPED	0.000	0.000	64.000	64.000

M00444 PET FH **Eff:** May 27, 2014 194.500 WI
Sub: A WI **Exp:** May 26, 2017 194.500 MANITOK 100.00000000
 ACTIVE PRAIRIESKY **Ext:** HBP 194.500
 MANITOK Total Rental: 972.50
 100.00000000 MANITOK
 TWP 27 RGE 23 W4M NE 35, NW 35,
 SW 35
 ALL PETROLEUM IN ELLERSLIE

Status	Hectares	Net	Hectares	Net
DEVELOPED	194.250	194.250	0.250	0.250

M00994 NG CR **Eff:** Sep 29, 1960 192.000 C00767 A No WI TWP 28 RGE 18 W4M N 28, SE28

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BASE AREA ASSETS (NOV 27, 2018)

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

(cont'd)

M00994							
Sub: A	WI		Exp: Sep 28, 1981	192.000	MANITOK	37.50000000	ALL NG IN LOWER_BLAIRMORE
ACTIVE	543A		Ext: 15	72.000	CNRL	37.50000000	
	CNRL				OBSIDIAN ENERGY	25.00000000	
100.00000000	CNRL						

Total Rental: 672.00

Status	Hectares	Net	Hectares	Net
UNDEVELOPED	Dev:	0.000	0.000	Undev:
				192.000
				72.000

M00994	NG	CR	Eff: Sep 29, 1960	128.000	C00766 A No	WI	TWP 28 RGE 18 W4M N 33
Sub: B	WI		Exp: Sep 28, 1981	128.000	MANITOK	9.62500000	ALL NG IN LOWER_BLAIRMORE
ACTIVE	543A		Ext: 15	12.320	CNRL	85.37500000	
	CNRL				SANLING	5.00000000	
100.00000000	CNRL						

Total Rental: 448.00

Status	Hectares	Net	Hectares	Net
UNDEVELOPED	Dev:	0.000	0.000	Undev:
				128.000
				12.320

M00410	PNG	CR	Eff: Aug 12, 1994	124.560		WI	TWP 28 RGE 19 W4M PTN LSD 6 SEC
Sub: A	WI - TRUST		Exp: Aug 11, 1999	124.560	MANITOK	* 100.00000000	3, PTN NW 31, PTN SE 31, NE 31
ACTIVE	0494080028		Ext: 15	124.560	LYNX		(PTNS. LYING TO THE NORTH AND
	MANITOK						EAST OF THE RIGHT BANK OF THE
100.00000000	LYNX						RED DEER RIVER 60.56 HA)

Total Rental: 435.96

PETROLEUM TO BASE MANNVILLE

Status	Hectares	Net	Hectares	Net
UNDEVELOPED	Dev:	0.000	0.000	Undev:
				124.560
				124.560

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File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held

M00409	PNG	CR	Eff: Apr 22, 1994	40.360		WI	
Sub: A	WI - TRUST		Exp: Apr 21, 1999	40.360	MANITOK	*	100.00000000
ACTIVE	0494040080		Ext: 15	40.360	LYNX		
	MANITOK						
100.00000000	LYNX				Total Rental: 141.26		

TWP 28 RGE 19 W4M PTN LSD 8,
PTN LSD 14 SEC 29, PTN NE 29
(PTNS. LYING TO THE NORTH AND
EAST OF THE RIGHT BANK OF THE
RED DEER RIVER.)
PETROLEUM TO BASE PEKISKO

Status	Hectares	Net	Hectares	Net
UNDEVELOPED	Dev: 0.000	0.000	Undev: 40.360	40.360

M00445	PET	FH	Eff: May 27, 2014	64.910		WI	
Sub: A	WI		Exp: May 26, 2017	64.910	MANITOK		100.00000000
ACTIVE	PRAIRIESKY		Ext: HBP	64.910			
	MANITOK						
100.00000000	MANITOK				Total Rental: 323.75		

TWP 28 RGE 20 W4M NW 1
ALL PETROLEUM IN ELLERSLIE

Status	Hectares	Net	Hectares	Net
DEVELOPED	Dev: 64.910	64.910	Undev: 0.000	0.000

M00411	PNG	CR	Eff: Mar 25, 1994	1.720		WI	
Sub: A	WI - TRUST		Exp: Mar 24, 1999	1.720	MANITOK	*	100.00000000
ACTIVE	0494030291		Ext: 18	1.720	LYNX		
	MANITOK		Ext: Aug 03, 2018				
100.00000000	LYNX				Total Rental: 50.00		

TWP 28 RGE 20 W4M PTN NW 6
(PTN. DESIGNATED AS ROBINSON
LAKE)
ALL PETROLEUM TO BASE NISKU

Status	Hectares	Net	Hectares	Net
UNDEVELOPED	Dev: 0.000	0.000	Undev: 1.720	1.720

M00446	PET	FH	Eff: May 27, 2014	63.131		WI	
Sub: A	WI		Exp: May 26, 2017	63.131	MANITOK		100.00000000

TWP 28 RGE 20 W4M PTN NW 6
ALL PETROLEUM IN GLAUCONITE_ZONE

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BASE AREA ASSETS (NOV 27, 2018)

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

(cont'd)

M00446

Sub: A

ACTIVE PRAIRIESKY Ext: HBP

63.131

Total Rental: 315.66

100.00000000 MANITOK

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
DEVELOPED		63.131	63.131		0.000	0.000

M00412 PNG CR

Sub: A WI - TRUST

ACTIVE 42644

MANITOK

100.00000000 LYNX

Eff: May 12, 1976

41.000

Exp: May 11, 1986

41.000

Ext: 15

41.000

MANITOK

LYNX

*

100.00000000

Total Rental: 143.50

WI

TWP 28 RGE 20 W4M PTN S 7
(PTN. DESIGNATED AS ROBINSON
LAKE)
ALL PETROLEUM TO BASE
BELLY_RIVER

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
DEVELOPED		41.000	41.000		0.000	0.000

M00413 PNG CR

Sub: D WI - TRUST

ACTIVE 0494030292

MANITOK

100.00000000 LYNX

Eff: Mar 25, 1994

23.620

Exp: Mar 24, 1999

23.620

Ext: 18

23.620

Ext: Sep 19, 2018

MANITOK

LYNX

*

100.00000000

Total Rental: 82.67

WI

TWP 28 RGE 20 W4M PTN SE 7, PTN
LSD 3, PTN LSD 4 SEC 7
(PTN. DESIGNATED AS ROBINSON
LAKE)
ALL PETROLEUM FROM BASE
BELLY_RIVER TO BASE NISKU

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
DEVELOPED		23.620	23.620		0.000	0.000

M00413 PNG CR

Eff: Mar 25, 1994

17.380

WI

TWP 28 RGE 20 W4M PTN LSD 5,

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File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held

(cont'd)

M00413							
Sub: A	WI - TRUST	Exp: Mar 24, 1999	17.380	MANITOK		* 100.00000000	PTN LSD 6 SEC 7
ACTIVE	0494030292	Ext: 15	17.380	LYNX			(PTN. DESIGNATED AS ROBINSON LAKE)
	MANITOK						ALL PETROLEUM FROM BASE
100.00000000	LYNX			Total Rental:	60.83		BELLY_RIVER TO BASE NISKU
	Status		Hectares	Net		Hectares	Net
	DEVELOPED	Dev:	17.380	17.380	Undev:	0.000	0.000

M00414	PET	FH	Eff: Sep 28, 2007	16.190	C00186 A No		WI	TWP 28 RGE 20 W4M LSD 11 SEC 7
Sub: A	WI	Exp: Sep 27, 2009	16.190	MANITOK		40.00000000		ALL PETROLEUM IN NISKU
ACTIVE	PRAIRIESKY	Ext: HBP	6.476	SANLING		60.00000000		
	MANITOK							
100.00000000	MANITOK			Total Rental:	80.94			
	Status		Hectares	Net		Hectares	Net	
	DEVELOPED	Dev:	16.190	6.476	Undev:	0.000	0.000	

M00447	PET	FH	Eff: May 27, 2014	32.375			WI	TWP 28 RGE 20 W4M LSDS 12, 13,
Sub: A	WI	Exp: May 26, 2017	32.375	MANITOK		100.00000000		SEC 7
ACTIVE	PRAIRIESKY	Ext: HBP	32.375					ALL PETROLEUM IN NISKU
	MANITOK			Total Rental:	161.88			
100.00000000	MANITOK							
	Status		Hectares	Net		Hectares	Net	
	DEVELOPED	Dev:	32.375	32.375	Undev:	0.000	0.000	

M00449	PET	FH	Eff: May 27, 2014	64.750			WI	TWP 28 RGE 21 W4M SE 3
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Area : WAYNE

BASE AREA ASSETS (NOV 27, 2018)

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File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held

(cont'd)

M00449	WI		Exp: May 26, 2017	64.750	MANITOK	100.00000000	
Sub: A	PRAIRIESKY		Ext: HBP	64.750			ALL PETROLEUM IN GLAUCONITE_ZONE;
ACTIVE	MANITOK				Total Rental: 0.00		ALL PETROLEUM IN ELLERSLIE
100.00000000	MANITOK						

Status	Hectares	Net	Hectares	Net
DEVELOPED	64.750	64.750	0.000	0.000

M00449	PET	FH	Eff: May 27, 2014	64.750	C00198 F Yes	BPEN	TWP 28 RGE 21 W4M NE 3
Sub: B	PEN		Exp: May 26, 2017	64.750	PRAIRIE PROV	100.00000000	ALL PETROLEUM IN ELLERSLIE
ACTIVE	PRAIRIESKY		Ext: HBP	0.000	MANITOK		
100.00000000	MANITOK				Total Rental: 647.50		

Status	Hectares	Net	Hectares	Net
DEVELOPED	64.750	0.000	0.000	0.000

M00377	PNG	FH	Eff: May 27, 2014	388.500		WI	TWP 28 RGE 21 W4M NE 6, SE 6,
Sub: I	WI		Exp: May 26, 2015	388.500	MANITOK	100.00000000	SEC 7
ACTIVE	PRAIRIESKY		Ext: EXT PRIM	388.500			ALL PETROLEUM FROM BASE
100.00000000	MANITOK		Ext: Jun 15, 2020		Total Rental: 1942.50		BELLY_RIVER TO BASE MANNVILLE (EXCL PETROLEUM IN GLAUCONITIC_EEE)

Status	Hectares	Net	Hectares	Net
UNDEVELOPED	0.000	0.000	388.500	388.500

M00468	PET	FH	Eff: May 27, 2014	259.000		WI	TWP 28 RGE 21 W4M SEC 11
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Province: ALBERTA

Area : WAYNE

BASE AREA ASSETS (NOV 27, 2018)

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

(cont'd)

M00468							
Sub: A	WI		Exp: May 26, 2015	259.000	MANITOK		100.00000000
ACTIVE	PRAIRIESKY		Ext: HBP	259.000			
	MANITOK				Total Rental:	1295.00	
100.00000000	MANITOK						ALL PETROLEUM IN ELLERSLIE

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
DEVELOPED		129.500	129.500		129.500	129.500

M00415	PNG	CR	Eff: Apr 15, 1969	64.000			WI
Sub: A	WI - TRUST		Exp: Apr 14, 1979	64.000	MANITOK	*	100.00000000
ACTIVE	17024		Ext: 15	64.000	LYNX		
	MANITOK				Total Rental:	224.00	
100.00000000	LYNX						TWP 28 RGE 21 W4M SE 12 ALL PETROLEUM TO BASE MANNVILLE

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
DEVELOPED		64.000	64.000		0.000	0.000

M00416	PNG	CR	Eff: Mar 25, 1994	64.000			WI
Sub: A	WI - TRUST		Exp: Mar 24, 1999	64.000	MANITOK	*	100.00000000
ACTIVE	0494030293		Ext: 15	64.000	LYNX		
	MANITOK				Total Rental:	224.00	
100.00000000	LYNX						TWP 28 RGE 21 W4M SE 12 (SURFACE RESTRICTIONS APPLY SEE LEASE FILE) PETROLEUM FROM BASE MANNVILLE TO BASE NISKU

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
DEVELOPED		64.000	64.000		0.000	0.000

M00451	PET	FH	Eff: May 27, 2014	48.560			WI
							TWP 28 RGE 21 W4M LSDS 9, 10 &

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Area : WAYNE

BASE AREA ASSETS (NOV 27, 2018)

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

(cont'd)

M00451							
Sub: A	WI		Exp: May 26, 2017	48.560	MANITOK	100.00000000	15 OF SEC 12
ACTIVE	PRAIRIESKY		Ext: HBP	48.560			ALL PETROLEUM IN NISKU
	MANITOK				Total Rental: 242.80		
100.00000000	MANITOK						

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
DEVELOPED		48.560	48.560		0.000	0.000

M00452	PET	FH	Eff: May 27, 2014	80.950		WI	TWP 28 RGE 21 W4M LSDS 3, 5, 6,
Sub: A	WI		Exp: May 26, 2017	80.950	MANITOK	100.00000000	7 & 10 SEC 13
ACTIVE	PRAIRIESKY		Ext: HBP	80.950			ALL PETROLEUM FROM TOP NISKU
	MANITOK				Total Rental: 404.75		TO BASE NISKU
100.00000000	MANITOK						

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
DEVELOPED		80.950	80.950		0.000	0.000

M00377	PNG	FH	Eff: May 27, 2014	971.250		WI	TWP 28 RGE 21 W4M NE 18, S 18,
Sub: D	WI		Exp: May 26, 2015	971.250	MANITOK	100.00000000	W 19, W 29, N 30, SW 30, SEC 31
ACTIVE	PRAIRIESKY		Ext: EXT PRIM	971.250			TWP 28 RGE 22 W4M SE 36
	MANITOK		Ext: Jun 15, 2020		Total Rental: 4856.25		ALL PETROLEUM FROM BASE
100.00000000	MANITOK						BELLY_RIVER TO BASE MANNVILLE

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
UNDEVELOPED		0.000	0.000		971.250	971.250

M00417	PNG	CR	Eff: Apr 03, 2003	64.000		WI	TWP 28 RGE 21 W4M NW 18
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Area : WAYNE

BASE AREA ASSETS (NOV 27, 2018)

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

(cont'd)

M00417							
Sub: A	WI - TRUST	Exp: Apr 02, 2008	64.000	MANITOK	*	100.00000000	PETROLEUM TO BASE BELLY_RIVER
ACTIVE	0403040156	Ext: 15	64.000	LYNX			
	MANITOK						
100.00000000	LYNX			Total Rental:	224.00		

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
UNDEVELOPED		0.000	0.000		64.000	64.000

M00420	PNG	CR	Eff: May 06, 2010	64.000		WI	TWP 28 RGE 21 W4M NW 18
Sub: A	WI - TRUST	Exp: May 05, 2015	64.000	MANITOK	*	100.00000000	PETROLEUM IN MANNVILLE
ACTIVE	0410050083	Ext: 15	64.000	LYNX			
	MANITOK						
100.00000000	LYNX			Total Rental:	224.00		

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
DEVELOPED		64.000	64.000		0.000	0.000

M01387	PET	FH	Eff: May 01, 2015	64.750		WI	TWP 28 RGE 21 W4M NE 19
Sub: A	WI	Exp: Apr 30, 2018	64.750	MANITOK		100.00000000	ALL PETROLEUM IN GLAUC_XX
ACTIVE	PRAIRIESKY	Ext: HBP	64.750				
	MANITOK			Total Rental:	178.06		
100.00000000	MANITOK						

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
UNDEVELOPED		0.000	0.000		64.750	64.750

M01389	PET	FH	Eff: May 01, 2015	64.750		WI	TWP 28 RGE 21 W4M SE 19
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Province: ALBERTA

Area : WAYNE

BASE AREA ASSETS (NOV 27, 2018)

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

(cont'd)

M01389
Sub: A WI **Exp:** Apr 30, 2018 64.750 MANITOK 100.00000000 ALL PETROLEUM IN GLAUC_XX
 ACTIVE PRAIRIESKY **Ext:** HBP 64.750
 MANITOK
 Total Rental: 178.06
 100.00000000 MANITOK

Status	Hectares	Net	Hectares	Net
UNDEVELOPED	0.000	0.000	Undev: 64.750	64.750

M00454 PET FH **Eff:** May 27, 2014 64.750 WI TWP 28 RGE 21 W4M SE 20
Sub: A WI **Exp:** May 26, 2017 64.750 MANITOK 100.00000000 ALL PETROLEUM IN ELLERSLIE
 ACTIVE PRAIRIESKY **Ext:** HBP 64.750
 MANITOK
 Total Rental: 323.75
 100.00000000 MANITOK

Status	Hectares	Net	Hectares	Net
DEVELOPED	64.750	64.750	Undev: 0.000	0.000

M00455 PET FH **Eff:** May 27, 2014 64.750 WI TWP 28 RGE 21 W4M SW 27
Sub: A WI **Exp:** May 26, 2017 64.750 MANITOK 100.00000000 ALL PETROLEUM IN ELLERSLIE
 ACTIVE PRAIRIESKY **Ext:** HBP 64.750
 MANITOK
 Total Rental: 323.75
 100.00000000 MANITOK

Status	Hectares	Net	Hectares	Net
DEVELOPED	64.750	64.750	Undev: 0.000	0.000

M01404 PET FH **Eff:** May 01, 2015 64.750 WI TWP 28 RGE 21 W4M SE 30

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Area : WAYNE

BASE AREA ASSETS (NOV 27, 2018)

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

(cont'd)

M01404
Sub: A WI **Exp:** Apr 30, 2018 64.750 MANITOK 100.00000000 ALL PETROLEUM IN GLAUC_XX
 ACTIVE PRAIRIESKY **Ext:** HBP 64.750
 MANITOK
 Total Rental: 178.06
 100.00000000 MANITOK

Status		Hectares	Net		Hectares	Net
UNDEVELOPED	Dev:	0.000	0.000	Undev:	64.750	64.750

M00378 PET FH **Eff:** May 27, 2014 64.750 WI TWP 28 RGE 21 W4M NE 33
Sub: B WI **Exp:** May 26, 2017 64.750 MANITOK 100.00000000 ALL PETROLEUM IN NISKU
 ACTIVE PRAIRIESKY **Ext:** HBP 64.750
 MANITOK
 Total Rental: 323.75
 100.00000000 MANITOK

Status		Hectares	Net		Hectares	Net
UNDEVELOPED	Dev:	0.000	0.000	Undev:	64.750	64.750

M00456 PET FH **Eff:** May 27, 2014 32.375 WI TWP 28 RGE 21 W4M LSDS 11, 12
Sub: A WI **Exp:** May 26, 2017 32.375 MANITOK 100.00000000 SEC 34
 ACTIVE PRAIRIESKY **Ext:** HBP 32.375 ALL PETROLEUM IN NISKU
 MANITOK
 Total Rental: 161.88
 100.00000000 MANITOK

Status		Hectares	Net		Hectares	Net
DEVELOPED	Dev:	32.375	32.375	Undev:	0.000	0.000

M00457 PET FH **Eff:** May 27, 2014 64.750 C00009 AO No WI TWP 28 RGE 22 W4M NW 1

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Area : WAYNE

BASE AREA ASSETS (NOV 27, 2018)

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

(cont'd)

M00457							
Sub: A	WI		Exp: May 26, 2017	64.750	MANITOK	100.00000000	ALL PETROLEUM IN GLAUCONITE_ZONE
ACTIVE	PRAIRIESKY		Ext: HBP	64.750			EXCL PETROLEUM IN GLAUC_EEE
	MANITOK				Total Rental: 323.75		
100.00000000	MANITOK						

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
DEVELOPED		64.750	64.750		0.000	0.000

M00458	PET	FH	Eff: May 27, 2014	194.250	C00009 AO No	WI	TWP 28 RGE 22 W4M SE 2, SW 2.
Sub: A	WI		Exp: May 26, 2017	194.250	MANITOK	100.00000000	NE 2
ACTIVE	PRAIRIESKY		Ext: HBP	194.250			ALL PETROLEUM IN GLAUCONITE_ZONE
	MANITOK				Total Rental: 971.25		(EXCL. GLAUC EEE POOL)
100.00000000	MANITOK						

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
DEVELOPED		194.250	194.250		0.000	0.000

M00459	PET	FH	Eff: May 27, 2014	64.750		WI	TWP 28 RGE 22 W4M SW 10
Sub: A	WI		Exp: May 26, 2017	64.750	MANITOK	100.00000000	ALL PETROLEUM IN GLAUCONITE_ZONE
ACTIVE	PRAIRIESKY		Ext: HBP	64.750			
	MANITOK				Total Rental: 323.75		
100.00000000	MANITOK						

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
DEVELOPED		64.750	64.750		0.000	0.000

M00460	PET	FH	Eff: May 27, 2014	64.750	C00009 AO No	WI	TWP 28 RGE 22 W4M NW 12
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Province: ALBERTA

Area : WAYNE

BASE AREA ASSETS (NOV 27, 2018)

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

(cont'd)

M00460							
Sub: A	WI		Exp: May 26, 2017	64.750	MANITOK	100.00000000	ALL PETROLEUM IN GLAUCONITE_ZONE
ACTIVE	PRAIRIESKY		Ext: HBP	64.750			EXCL PETROLEUM IN GLAUC_EEE
	MANITOK				Total Rental: 323.75		
100.00000000	MANITOK						

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
DEVELOPED		64.750	64.750		0.000	0.000

M00462	PET	FH	Eff: May 27, 2014	64.750		WI	TWP 28 RGE 22 W4M SE 16
Sub: A	WI		Exp: May 26, 2017	64.750	MANITOK	100.00000000	ALL PETROLEUM IN GLAUCONITE_ZONE
ACTIVE	PRAIRIESKY		Ext: HBP	64.750			
	MANITOK				Total Rental: 323.75		
100.00000000	MANITOK						

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
DEVELOPED		64.750	64.750		0.000	0.000

M00465	PET	FH	Eff: May 27, 2014	0.000	C00198 C Yes	WI	TWP 28 RGE 22 W4M SW 22, NW 22
Sub: A	WI		Exp: May 26, 2015	0.000	MANITOK	5.00000000	(EXCL WELLBORE 13-22 IN
ACTIVE	PRAIRIESKY		Ext: HBP	0.000	PRAIRIE PROV	95.00000000	PENALTY FOR EQUIP/TIE-IN)
	PRAIRIE PROV						ALL PETROLEUM IN ELLERSLIE
100.00000000	MANITOK		Count Acreage = No		Total Rental: 0.00		

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
		0.000	0.000		0.000	0.000

M00463	PET	FH	Eff: May 27, 2014	64.750		WI	TWP 28 RGE 22 W4M NE 24
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Area : WAYNE

BASE AREA ASSETS (NOV 27, 2018)

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

(cont'd)

M00463
Sub: A WI **Exp:** May 26, 2017 64.750 MANITOK 100.00000000 ALL PETROLEUM IN ELLERSLIE
 ACTIVE PRAIRIESKY **Ext:** HBP 64.750
 MANITOK
 100.00000000 MANITOK Total Rental: 323.75

Status		Hectares	Net		Hectares	Net
DEVELOPED	Dev:	64.750	64.750	Undev:	0.000	0.000

M00463
Sub: B PET FH **Eff:** May 27, 2014 64.750 WI TWP 28 RGE 22 W4M NW 24
 ACTIVE WI **Exp:** May 26, 2017 64.750 MANITOK 100.00000000
 PRAIRIESKY **Ext:** EXTPRIM 64.750 ALL PETROLEUM FROM BASE
 MANITOK **Ext:** Jun 15, 2020 Total Rental: 323.75 BELLY_RIVER TO BASE MANNVILLE
 100.00000000 MANITOK (EXCLUDING PETROLEUM IN THE
 GLAUCONITIC XX POOL)

Status		Hectares	Net		Hectares	Net
DEVELOPED	Dev:	64.750	64.750	Undev:	0.000	0.000

M00464
Sub: A PET FH **Eff:** May 27, 2014 64.750 WI TWP 28 RGE 22 W4M SE 25
 ACTIVE WI **Exp:** May 26, 2017 64.750 MANITOK 100.00000000 ALL PETROLEUM IN ELLERSLIE
 PRAIRIESKY **Ext:** HBP 64.750
 MANITOK Total Rental: 323.75
 100.00000000 MANITOK

Status		Hectares	Net		Hectares	Net
DEVELOPED	Dev:	64.750	64.750	Undev:	0.000	0.000

M00464
 PET FH **Eff:** May 27, 2014 129.500 WI TWP 28 RGE 22 W4M SW 25, NW 25

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MANITOK ENERGY. INC. Mineral Property Report

Province: ALBERTA

Area : WAYNE

BASE AREA ASSETS (NOV 27, 2018)

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

(cont'd)

M00464							
Sub: B	WI	Exp: May 26, 2017	129.500	MANITOK		100.00000000	ALL PETROLEUM FROM BASE BELLY_RIVER TO BASE MANNVILLE (EXCLUDING PETROLEUM IN GLAUC XX POOL)
ACTIVE	PRAIRIESKY	Ext: EXT PRIM	129.500				
	MANITOK	Ext: Jun 15, 2020		Total Rental:	647.50		
100.00000000	MANITOK						

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
UNDEVELOPED		0.000	0.000		129.500	129.500

M00418	PNG	CR	Eff: Aug 27, 1993	256.000		WI	TWP 29 RGE 21 W4M SEC 9
Sub: A	WI - TRUST	Exp: Aug 26, 1998	256.000	MANITOK	*	100.00000000	ALL PETROLEUM TO BASE NISKU
ACTIVE	0493080323	Ext: 15	256.000	LYNX			
	MANITOK			Total Rental:	896.00		
100.00000000	LYNX						

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
DEVELOPED		256.000	256.000		0.000	0.000

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Area : WAYNE

BASE AREA ASSETS (NOV 27, 2018)

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code		
File Status	Int Type / Lse No/Name		Gross					
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held	
Area Total:		Total Gross:	7,171.226	Total Net:	6,215.482			
		Dev Gross:	2,746.241	Dev Net:	2,542.277	Undev Gross :	4,424.985	Undev Net : 3,673.205
Province Total:		Total Gross:	29,297.435	Total Net:	20,657.163			
		Dev Gross:	13,440.159	Dev Net:	10,329.598	Undev Gross :	15,857.276	Undev Net : 10,327.565
Report Total:		Total Gross:	29,297.435	Total Net:	20,657.163			
		Dev Gross:	13,440.159	Dev Net:	10,329.598	Undev Gross :	15,857.276	Undev Net : 10,327.565

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Province: ALBERTA

Area : BROWN CREEK

OTHER AREA ASSETS (NOV 27, 2018)

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held
M00229	LICENCE CR		256.000	C00107 A	Yes	PDBY	TWP 044 RGE 16 W5M SEC 25
Sub: B	WI	Eff: May 16, 1996	256.000	MANITOK		22.50000000	PNG BELOW BASE CARDIUM TO BASE
ACTIVE	5496050078	Exp: May 15, 2000	57.600	PETRUS		37.50000000	SPIRIT_RIVER
	PERPETUAL INC	Ext: 15		PERPETUAL INC		40.00000000	
100.00000000	ORLEN UPSTREAM						
				Total Rental:	896.00		

Status	Hectares	Net	Hectares	Net
UNDEVELOPED	0.000	0.000	256.000	57.600

M00154	PNG CR		256.000			RENTAL	TWP 44 RGE 17 W5M SEC 15
Sub: A	NI	Eff: Mar 16, 1995	256.000	PETRUS		50.00000000	PNG TO BASE CARDIUM
ACTIVE	0695030724	Exp: Mar 15, 2000	0.000	CANLIN		50.00000000	(EXCL. 100/01-15-044-17W5M
	CANLIN	Ext: 15					PENALTY WELL)
100.00000000	MANITOK	Count Acreage = No		Total Rental:	298.67		

Status	Hectares	Net	Hectares	Net
DEVELOPED	64.000	0.000	192.000	0.000

M00154	PNG CR		256.000			RENTAL	TWP 44 RGE 17 W5M SEC 15
Sub: B	NI	Eff: Mar 16, 1995	256.000	CANLIN		100.00000000	PNG BELOW BASE TRIASSIC TO BASE
ACTIVE	0695030724	Exp: Mar 15, 2000	0.000				RUNDLE
	CANLIN	Ext: 15					
100.00000000	MANITOK	Count Acreage = No		Total Rental:	298.67		

Status	Hectares	Net	Hectares	Net
UNDEVELOPED	0.000	0.000	256.000	0.000

M00154	PNG CR		256.000	C00055 A	Yes	WI	TWP 44 RGE 17 W5M SEC 15
Sub: E	WI	Eff: Mar 16, 1995	256.000	MANITOK		25.00000000	PNG BELOW BASE CARDIUM TO BASE
		Exp: Mar 15, 2000					

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Province: ALBERTA

Area : BROWN CREEK

OTHER AREA ASSETS (NOV 27, 2018)

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

(cont'd)

M00154

Sub: E

ACTIVE	0695030724	Ext: 15	64.000	CANLIN		50.00000000	TRIASSIC
	CANLIN			PETRUS		25.00000000	
100.00000000	MANITOK						

Total Rental: 298.66

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
UNDEVELOPED		0.000	0.000		256.000	64.000

M00184	PNG	CR	Eff: Dec 17, 1997	256.000		RENTAL	TWP 44 RGE 17 W5M SEC 21
Sub: C	NI		Exp: Dec 16, 2002	256.000	CANLIN	70.00000000	PNG IN RUNDLE_GROUP
ACTIVE	0697120353	Ext: 15		0.000	PETRUS	30.00000000	
	CANLIN						

100.00000000 MANITOK Count Acreage = No Total Rental: 224.00

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
DEVELOPED		256.000	0.000		0.000	0.000

M00184	PNG	CR	Eff: Dec 17, 1997	256.000	C00056 B Yes	WI	TWP 44 RGE 17 W5M SEC 21
Sub: D	WI		Exp: Dec 16, 2002	256.000	MANITOK	15.00000000	PNG BELOW BASE CARDIUM TO TOP
ACTIVE	0697120353	Ext: 15		38.400	CANLIN	70.00000000	RUNDLE_GROUP
	CANLIN				PETRUS	15.00000000	

100.00000000 MANITOK Total Rental: 224.00

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
UNDEVELOPED		0.000	0.000		256.000	38.400

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MANITOK ENERGY. INC. Mineral Property Report

Province: ALBERTA

Area : BROWN CREEK

OTHER AREA ASSETS (NOV 27, 2018)

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

M00184	PNG	CR	Eff: Dec 17, 1997	1,280.000			RENTAL	TWP 45 RGE 18 W5M SEC 11, 12
Sub: A	NI		Exp: Dec 16, 2002	1,280.000	PETRUS	50.00000000		TWP 45 RGE 17 W5M SEC 6
ACTIVE	0697120353		Ext: 15	0.000	CANLIN	50.00000000		TWP 44 RGE 17 W5M SEC 21, 22, 28, 32
	CANLIN							
100.00000000	MANITOK				Total Rental:	5376.00		PNG TO BASE CARDIUM

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
DEVELOPED		256.000	0.000		1,024.000	0.000

M00184	PNG	CR	Eff: Dec 17, 1997	256.000	C00056 C Yes		WI	TWP 45 RGE 18 W5M SEC 11
Sub: B	WI		Exp: Dec 16, 2002	256.000	MANITOK	25.00000000		PNG BELOW BASE CARDIUM TO BASE
ACTIVE	0697120353		Ext: 15	64.000	CANLIN	50.00000000		RUNDLE_GROUP
	CANLIN				PETRUS	25.00000000		
100.00000000	MANITOK				Total Rental:	448.00		

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
UNDEVELOPED		0.000	0.000		256.000	64.000

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MANITOK ENERGY. INC. Mineral Property Report

Province: ALBERTA

Area : BROWN CREEK

OTHER AREA ASSETS (NOV 27, 2018)

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code			
File Status	Int Type / Lse No/Name		Gross						
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*		Lease Description / Rights Held	
Area Total:		Total Gross:	1,024.000	Total Net:	224.000				
		Dev Gross:	0.000	Dev Net:	0.000	Undev Gross :	1,024.000	Undev Net :	224.000

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MANITOK ENERGY. INC. Mineral Property Report

Province: ALBERTA

Area : ENCHANT

OTHER AREA ASSETS (NOV 27, 2018)

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held
M01221	PNG	CR	Eff: Jan 23, 2014	64.000		WI	TWP 7 RGE 15 W4M NW 25
Sub: A	WI		Exp: Jan 22, 2019	64.000	MANITOK	100.00000000	ALL PNG FROM BASE MANNVILLE TO
ACTIVE	0414010181		64.000				BASE BASEMENT
	MANITOK			Total Rental:	224.00		
100.00000000	MANITOK						

Status	Hectares	Net	Hectares	Net
DEVELOPED	64.000	64.000	0.000	0.000
Dev:			Undev:	

M00752	PNG	CR	Eff: Dec 13, 2007	16.000		WI	TWP 7 RGE 15 W4M LSD 16 SEC 26
Sub: A	WI		Exp: Dec 12, 2012	16.000	MANITOK	100.00000000	ALL PNG FROM TOP SURFACE TO
ACTIVE	0407120030		Ext: 15	16.000			BASE MANNVILLE
	MANITOK			Total Rental:	56.00		
100.00000000	MANITOK						

Status	Hectares	Net	Hectares	Net
UNDEVELOPED	0.000	0.000	16.000	16.000
Dev:			Undev:	

M00702	PNG	CR	Eff: Apr 15, 1993	128.000		WI	TWP 9 RGE 13 W4M S 27
Sub: A	WI		Exp: Apr 14, 1998	128.000	MANITOK	100.00000000	ALL PNG FROM TOP SURFACE TO
ACTIVE	0493040219		Ext: 15	128.000			BASE MANNVILLE
	MANITOK			Total Rental:	448.00		
100.00000000	MANITOK						

Status	Hectares	Net	Hectares	Net
DEVELOPED	128.000	128.000	0.000	0.000
Dev:			Undev:	

M01226	PNG	CR	Eff: Jun 11, 2015	32.000		WI	TWP 9 RGE 13 W4M LSD 9, LSD 16
Sub: A	WI		Exp: Jun 10, 2020	32.000	MANITOK	100.00000000	SEC 34
ACTIVE	0415060003			32.000			ALL PNG FROM TOP SURFACE TO

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Province: ALBERTA

Area : ENCHANT

OTHER AREA ASSETS (NOV 27, 2018)

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

(cont'd)

M01226

Sub: A MANITOK
100.00000000 MANITOK

Total Rental: 112.00

BASE SAWTOOTH

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
DEVELOPED		32.000	32.000		0.000	0.000

M00699

Sub: A PNG CR
ACTIVE WI
35350A
MANITOK
100.00000000 MANITOK

Eff: Mar 13, 1974
Exp: Mar 12, 1984
Ext: 15

256.000
256.000
256.000
Total Rental: 896.00

WI
100.00000000

TWP 10 RGE 13 W4M SEC 23
ALL PNG FROM TOP SURFACE TO
BASE BOW_ISLAND

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
DEVELOPED		256.000	256.000		0.000	0.000

M00705

Sub: B PNG CR
ACTIVE WI
0491040258
MANITOK
100.00000000 MANITOK

Eff: Apr 18, 1991
Exp: Apr 17, 1996
Ext: 15

64.000
64.000
64.000
Total Rental: 224.00

WI
100.00000000

TWP 10 RGE 13 W4M NW 23
ALL PNG FROM BASE BOW_ISLAND TO
BASE SAWTOOTH

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
DEVELOPED		64.000	64.000		0.000	0.000

M00705

Sub: A PNG CR
ACTIVE WI
0491040258

Eff: Apr 18, 1991
Exp: Apr 17, 1996
Ext: 15

32.000
32.000
32.000

WI
100.00000000

TWP 10 RGE 13 W4M LSD 5, LSD 6
SEC 23
ALL PNG FROM BASE BOW_ISLAND TO

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Province: ALBERTA

Area : ENCHANT

OTHER AREA ASSETS (NOV 27, 2018)

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

(cont'd)

M00705

Sub: A MANITOK

Total Rental: 112.00

BASE SAWTOOTH

100.00000000 MANITOK

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
DEVELOPED		32.000	32.000		0.000	0.000

M00745	PNG	CR	Eff: Nov 27, 1972	256.000	C00494 A No	WI	TWP 10 RGE 13 W4M SEC 25
Sub: A	WI		Exp: Nov 26, 1982	0.000	MANITOK	11.25000000	ALL PNG FROM TOP SURFACE TO TOP
ACTIVE	30096		Ext: 15	0.000	ARC RESOURCES	1.50000000	BOW_ISLAND
	SANLING				HOUSTON	39.00000000	
100.00000000	ASCENSUN O&G	Count Acreage = No			NAL RES LIMITED	15.00000000	
					SANLING	29.50000000	
					TORRENCE RES	3.75000000	

Total Rental: 0.00

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
		0.000	0.000		0.000	0.000

M00745	PNG	CR	Eff: Nov 27, 1972	256.000	C00495 A No	BPO	TWP 10 RGE 13 W4M SEC 25
Sub: B	WI		Exp: Nov 26, 1982	256.000	MANITOK	7.90300000	ALL NG IN BOW_ISLAND
ACTIVE	30096		Ext: 15	20.232	ARC RESOURCES	26.50000000	
	SANLING				ARRANDALE RES	4.50000000	
100.00000000	ASCENSUN O&G				ASCENSUN O&G	3.75000000	
					FIRST WEST PET	3.34700000	
					HOUSTON	39.00000000	
					NAL RES LIMITED	15.00000000	

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MANITOK ENERGY. INC. Mineral Property Report

Province: ALBERTA

Area : ENCHANT

OTHER AREA ASSETS (NOV 27, 2018)

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

(cont'd)

M00745

Sub: B

Total Rental: 896.00

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
UNDEVELOPED		0.000	0.000		256.000	20.232

M00745	PNG	CR	Eff: Nov 27, 1972	256.000	C00495 A No	BPO	TWP 10 RGE 13 W4M SEC 36
Sub: C	WI		Exp: Nov 26, 1982	256.000	MANITOK	7.90300000	ALL NG IN BOW_ISLAND
ACTIVE	30096		Ext: 15	20.232	ARC RESOURCES	26.50000000	
		ARC RESOURCES				4.50000000	
100.00000000		ASCENSUN O&G				3.75000000	
					FIRST WEST PET	3.34700000	
					HOUSTON	39.00000000	
					NAL RES LIMITED	15.00000000	

Total Rental: 896.00

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
DEVELOPED		256.000	20.232		0.000	0.000

M00745	PNG	CR	Eff: Nov 27, 1972	192.000	C00494 B No	BPO	TWP 10 RGE 13 W4M N 36, SE 36
Sub: D	WI		Exp: Nov 26, 1982	0.000	MANITOK	7.90300000	ALL PNG FROM TOP SURFACE TO
ACTIVE	30096		Ext: 15	0.000	ARC RESOURCES	1.50000000	BASE BOW_ISLAND
		SANLING			FIRST WEST PET	1.67350000	EXCL NG IN BOW_ISLAND
100.00000000		ASCENSUN O&G	Count Acreage = No		HOUSTON	39.00000000	
					NAL RES LIMITED	15.00000000	
					SANLING	29.50000000	
					SINOPEC DAYLGT	1.67350000	
					TORRENCE RES	3.75000000	

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MANITOK ENERGY. INC. Mineral Property Report

Province: ALBERTA

Area : ENCHANT

OTHER AREA ASSETS (NOV 27, 2018)

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

(cont'd)

M00745

Sub: D

Total Rental: 0.00

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
		0.000	0.000		0.000	0.000

M00745	PNG	CR	Eff: Nov 27, 1972	64.000	C00494 C No	BPO	TWP 10 RGE 13 W4M SW 36
Sub: E	WI		Exp: Nov 26, 1982	0.000	MANITOK	7.90300000	ALL PNG FROM TOP SURFACE TO
ACTIVE	30096		Ext: 15	0.000	ARC RESOURCES	26.50000000	BASE BOW_ISLAND
	SANLING				FIRST WEST PET	1.67350000	EXCL NG IN BOW_ISLAND
100.00000000	ASCENSUN O&G	Count Acreage = No			HOUSTON	39.00000000	
					OTHERS	1.67350000	
					NAL RES LIMITED	15.00000000	
					SANLING	4.50000000	
					TORRENCE RES	3.75000000	

Total Rental: 0.00

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
		0.000	0.000		0.000	0.000

M00746	PNG	CR	Eff: Nov 27, 1972	0.000	C00499 B Yes	WI	TWP 11 RGE 13 W4M LSD 13 SEC 2
Sub: A	WI		Exp: Nov 26, 1982	0.000	MANITOK	* 42.41870000	ALL PNG FROM TOP SURFACE TO
ACTIVE	30097		Ext: 15	0.000	FIRST WEST PET	* 4.33130000	BASE BOW_ISLAND
	SANLING				JOURNEY ENERGY	* 8.25000000	
100.00000000	SANLING	Count Acreage = No			SANLING	45.00000000	

Total Rental: 0.00

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MANITOK ENERGY. INC. Mineral Property Report

Province: ALBERTA

Area : ENCHANT

OTHER AREA ASSETS (NOV 27, 2018)

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

(cont'd)

M00746

Sub: A	Status	Dev:	Hectares	Net	Undev:	Hectares	Net
			0.000	0.000		0.000	0.000

M00746	PNG	CR	Eff: Nov 27, 1972	16.000	C00499 D Yes	WI	TWP 11 RGE 13 W4M LSD 13 SEC 2
Sub: B	WI		Exp: Nov 26, 1982	16.000	MANITOK	10.67345000	ALL PNG FROM BASE BOW_ISLAND TO
ACTIVE	30097		Ext: 15	1.708	FIRST WEST PET	2.26405000	BASE SAWTOOTH
	SANLING				JOURNEY ENERGY	4.82500000	
100.00000000	SANLING				SANLING	82.23750000	

Total Rental: 56.00

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
DEVELOPED		16.000	1.708		0.000	0.000

M00746	PNG	CR	Eff: Nov 27, 1972	0.000	C00502 A No	WI	TWP 11 RGE 13 W4M LSD 16 SEC 3
Sub: C	WI		Exp: Nov 26, 1982	0.000	MANITOK	4.87500000	ALL PNG FROM TOP SURFACE TO
ACTIVE	30097		Ext: 15	0.000	FIRST WEST PET	2.62500000	BASE BOW_ISLAND
	SANLING				FORWARDERS PROP	2.50000000	
100.00000000	SANLING	Count Acreage = No			HOUSTON O&G	3.75000000	
					SANLING	86.25000000	

Total Rental: 0.00

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
		0.000	0.000		0.000	0.000

M00746	PNG	CR	Eff: Nov 27, 1972	16.000	C00502 B No	WI	TWP 11 RGE 13 W4M LSD 16 SEC 3
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MANITOK ENERGY. INC. Mineral Property Report

Province: ALBERTA

Area : ENCHANT

OTHER AREA ASSETS (NOV 27, 2018)

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

(cont'd)

M00746							
Sub: D	WI		Exp: Nov 26, 1982	16.000	MANITOK	7.55600000	ALL PNG FROM BASE BOW_ISLAND TO
ACTIVE	30097		Ext: 15	1.209	FIRST WEST PET	3.19400000	BASE SAWTOOTH
	SANLING				FORWARDERS PROP	3.75000000	EXCL PNG IN SAWTOOTH
100.00000000	SANLING				HOUSTON O&G	8.17500000	(EXCL 100/16-03-11-13-W4/00
					SANLING	77.32500000	WELLBORE)
					Total Rental:	56.00	
	Status						
	DEVELOPED	Dev:	Hectares	Net	Hectares	Net	
			16.000	1.209	0.000	0.000	

M00746	PNG	CR	Eff: Nov 27, 1972	0.000	C00502 C No	WI	TWP 11 RGE 13 W4M LSD 16 SEC 3
Sub: G	WI		Exp: Nov 26, 1982	0.000	MANITOK	7.55600000	ALL PNG IN SAWTOOTH
ACTIVE	30097		Ext: 15	0.000	FIRST WEST PET	3.19400000	(100/16-03-11-13-W4/00 PENALTY
	SANLING				FORWARDERS PROP	3.75000000	WELL)
100.00000000	SANLING		Count Acreage = No		HOUSTON O&G	8.17500000	
					SANLING	77.32500000	
					Total Rental:	0.00	
	Status						
		Dev:	Hectares	Net	Hectares	Net	
			0.000	0.000	0.000	0.000	

M00743	PNG	CR	Eff: Nov 22, 1971	64.000		WI	TWP 11 RGE 13 W4M NW 4
Sub: A	WI		Exp: Nov 21, 1981	64.000	MANITOK	100.00000000	ALL PNG FROM TOP SURFACE TO
ACTIVE	26449		Ext: 15	64.000			BASE MANNVILLE
	MANITOK				Total Rental:	224.00	
100.00000000	MANITOK						

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MANITOK ENERGY. INC. Mineral Property Report

Province: ALBERTA

Area : ENCHANT

OTHER AREA ASSETS (NOV 27, 2018)

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

(cont'd)

M00743

Sub: A	Status	Dev:	Hectares	Net	Undev:	Hectares	Net
	DEVELOPED		64.000	64.000		0.000	0.000

M00683	PNG	CR	Eff: Dec 12, 1991	32.000		WI	TWP 11 RGE 13 W4M LSD 1, LSD 8
Sub: A	WI		Exp: Dec 11, 1996	32.000	MANITOK	100.00000000	SEC 4
ACTIVE	0491120012		Ext: 15	32.000			ALL PNG FROM TOP SURFACE TO
	MANITOK				Total Rental: 112.00		BASE MANNVILLE
100.00000000	MANITOK						

	Status	Dev:	Hectares	Net	Undev:	Hectares	Net
	DEVELOPED		32.000	32.000		0.000	0.000

M00732	PNG	CR	Eff: Oct 03, 1991	16.000		WI	TWP 11 RGE 13 W4M LSD 9 SEC 8
Sub: A	WI		Exp: Oct 02, 1996	16.000	MANITOK	100.00000000	ALL PNG FROM TOP SURFACE TO
ACTIVE	0491100010		Ext: 15	16.000			BASE MANNVILLE
	MANITOK				Total Rental: 56.00		
100.00000000	MANITOK						

	Status	Dev:	Hectares	Net	Undev:	Hectares	Net
	DEVELOPED		16.000	16.000		0.000	0.000

M00732	PNG	CR	Eff: Oct 03, 1991	16.000		WI	TWP 11 RGE 13 W4M LSD 16 SEC 8
Sub: B	WI		Exp: Oct 02, 1996	16.000	MANITOK	100.00000000	ALL PNG FROM TOP SURFACE TO
ACTIVE	0491100010		Ext: 15	16.000			BASE MANNVILLE
	MANITOK				Total Rental: 56.00		
100.00000000	MANITOK						

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MANITOK ENERGY. INC. Mineral Property Report

Province: ALBERTA

Area : ENCHANT

OTHER AREA ASSETS (NOV 27, 2018)

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

(cont'd)

M00732							
Sub: B	Status	Dev:	Hectares	Net	Undev:	Hectares	Net
	DEVELOPED		16.000	16.000		0.000	0.000

M00729	PNG	CR	Eff: Oct 03, 1991	32.000		WI	TWP 11 RGE 13 W4M LSD 5, 6 SEC 9
Sub: A	WI		Exp: Oct 02, 1996	32.000	MANITOK	100.00000000	ALL PNG FROM TOP SURFACE TO
ACTIVE	0491100012		Ext: 15	32.000			BASE MANNVILLE
	MANITOK				Total Rental: 112.00		
100.00000000	MANITOK						

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
DEVELOPED		32.000	32.000		0.000	0.000

M00691	PNG	CR	Eff: Feb 06, 1997	32.000		WI	TWP 11 RGE 13 W4M LSD 11, LSD
Sub: A	WI		Exp: Feb 05, 2002	32.000	MANITOK	100.00000000	12 SEC 9
ACTIVE	0497020032		Ext: 15	32.000			ALL PNG FROM TOP SURFACE TO
	MANITOK				Total Rental: 112.00		BASE MANNVILLE
100.00000000	MANITOK						

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
DEVELOPED		32.000	32.000		0.000	0.000

M00746	PNG	CR	Eff: Nov 27, 1972	0.000	C00499 A Yes	WI	TWP 11 RGE 13 W4M LSD 4 SEC 11
Sub: E	WI		Exp: Nov 26, 1982	0.000	MANITOK	* 36.67500000	ALL PNG FROM TOP SURFACE TO
ACTIVE	30097		Ext: 15	0.000	FIRST WEST PET	* 4.72500000	BASE BOW_ISLAND
	SANLING				JOURNEY ENERGY	* 9.60000000	
100.00000000	SANLING	Count Acreage = No			SANLING	49.00000000	

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MANITOK ENERGY. INC. Mineral Property Report

Province: ALBERTA

Area : ENCHANT

OTHER AREA ASSETS (NOV 27, 2018)

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

(cont'd)

M00746

Sub: E

Total Rental: 0.00

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
		0.000	0.000		0.000	0.000

M00746	PNG	CR	Eff: Nov 27, 1972	16.000	C00499 C Yes	WI	TWP 11 RGE 13 W4M LSD 4 SEC 11
Sub: F	WI		Exp: Nov 26, 1982	16.000	MANITOK	*	39.83130000
ACTIVE	30097		Ext: 15	6.373	FIRST WEST PET	*	5.11870000
	SANLING				JOURNEY ENERGY	*	10.30000000
100.00000000	SANLING				SANLING		44.75000000

Total Rental: 56.00

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
DEVELOPED		16.000	6.373		0.000	0.000

M00747	PNG	CR	Eff: Nov 27, 1972	32.000	C00504 A No	WI	TWP 11 RGE 13 W4M SW 15
Sub: A	WI		Exp: Nov 26, 1982	32.000	MANITOK		38.78910000
ACTIVE	30097A		Ext: 15	12.413	FIRST WEST PET		1.14840000
	SANLING				HOUSTON		2.33330000
100.00000000	SANLING				SANLING		57.72920000

Total Rental: 112.00

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
UNDEVELOPED		0.000	0.000		32.000	12.413

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Province: ALBERTA

Area : ENCHANT

OTHER AREA ASSETS (NOV 27, 2018)

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

M00709	PNG	CR	Eff: Jun 11, 1987	16.000		WI	
Sub: A	WI		Exp: Jun 10, 1992	16.000	MANITOK	100.00000000	TWP 11 RGE 13 W4M LSD 4 SEC 15
ACTIVE	0487060026		Ext: 15	16.000			ALL PNG FROM BASE BOW_ISLAND TO
	MANITOK				Total Rental: 56.00		BASE SAWTOOTH
100.00000000	MANITOK						

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
DEVELOPED		16.000	16.000		0.000	0.000

M00747	PNG	CR	Eff: Nov 27, 1972	16.000	C00504 B No	WI	
Sub: B	WI		Exp: Nov 26, 1982	16.000	MANITOK	91.91763000	TWP 11 RGE 13 W4M LSD 5 SEC 15
ACTIVE	30097A		Ext: 15	14.707	FIRST WEST PET *	2.90970000	ALL PNG FROM BASE BOW_ISLAND TO
	SANLING				HOUSTON	5.17267000	BASE MANNVILLE
100.00000000	SANLING				Total Rental: 56.00		

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
DEVELOPED		16.000	14.707		0.000	0.000

M00747	PNG	CR	Eff: Nov 27, 1972	16.000	C00504 C No	WI	
Sub: C	WI		Exp: Nov 26, 1982	16.000	MANITOK	48.94140000	TWP 11 RGE 13 W4M LSD 6 SEC 15
ACTIVE	30097A		Ext: 15	7.831	FIRST WEST PET *	3.00234000	ALL PNG FROM BASE BOW_ISLAND TO
	SANLING				HOUSTON	5.62918000	BASE MANNVILLE
100.00000000	SANLING				SANLING	42.42708000	
					Total Rental: 56.00		

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
UNDEVELOPED		0.000	0.000		16.000	7.831

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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

M00708	PNG	CR	Eff: Jun 15, 1962	80.000		WI	TWP 11 RGE 13 W4M LSD 1, 2, LSD
Sub: A	WI		Exp: Jun 14, 1983	80.000	MANITOK	100.00000000	8, SEC 16
ACTIVE	126632B		Ext: 15	80.000			ALL PNG FROM TOP SURFACE TO
	MANITOK				Total Rental: 280.00		BASE MANNVILLE
100.00000000	MANITOK						

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
DEVELOPED		80.000	80.000		0.000	0.000

M00708	PNG	CR	Eff: Jun 15, 1962	0.000	C00509 A No	WI	TWP 11 RGE 13 W4M LSD 10, LSD
Sub: B	WI		Exp: Jun 14, 1983	0.000	MANITOK	100.00000000	15 SEC 16
ACTIVE	126632B		Ext: 15	0.000			ALL PNG FROM TOP SURFACE TO
	MANITOK				Total Rental: 0.00		BASE MANNVILLE
100.00000000	MANITOK		Count Acreage = No				EXCL PNG IN BOW_ISLAND

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
		0.000	0.000		0.000	0.000

M00708	PNG	CR	Eff: Jun 15, 1962	0.000	C00509 B No	WI	TWP 11 RGE 13 W4M LSD 10, 15
Sub: C	WI		Exp: Jun 14, 1983	0.000	MANITOK	50.00000000	SEC 16
ACTIVE	126632B		Ext: 15	0.000	CNRL	50.00000000	ALL PNG IN BOW_ISLAND
	MANITOK				Total Rental: 0.00		
100.00000000	MANITOK		Count Acreage = No				

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
		0.000	0.000		0.000	0.000

M00689	PNG	CR	Eff: Jan 24, 1991	16.000		WI	TWP 11 RGE 13 W4M LSD 10 SEC 18
Sub: A	WI		Exp: Jan 23, 1996	16.000	MANITOK	100.00000000	ALL PNG FROM TOP SURFACE TO

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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)

M00689

Sub: A

ACTIVE

0491010249

Ext: 15

16.000

Total Rental: 56.00

BASE SAWTOOTH

MANITOK

100.00000000 MANITOK

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
UNDEVELOPED		0.000	0.000		16.000	16.000

M00757

Sub: A

ACTIVE

PNG FH

Eff: Oct 03, 1994

128.000

C00505 A No

WI

TWP 11 RGE 18 W4M S 8

WI

Exp: Oct 02, 1999

128.000

MANITOK

40.00000000

ALL PNG

CNRL

Ext: HBP

51.200

BAYTEX

37.50000000

EXCL NG IN UPPER_MANNVILLE

BAYTEX

POTTS PETROLEUM

4.50000000

EXCL PETROLEUM IN

100.00000000 MANITOK

SANLING

18.00000000

LOWER_MANNVILLE

Total Rental: 320.00

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
UNDEVELOPED		0.000	0.000		128.000	51.200

M00757

Sub: B

ACTIVE

PNG FH

Eff: Oct 03, 1994

64.000

C00505 A No

WI

TWP 11 RGE 18 W4M NW 8

WI

Exp: Oct 02, 1999

64.000

MANITOK

40.00000000

ALL PNG

CNRL

Ext: HBP

25.600

BAYTEX

37.50000000

BAYTEX

POTTS PETROLEUM

4.50000000

100.00000000 MANITOK

SANLING

18.00000000

Total Rental: 160.00

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
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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)

M00757							
Sub: B	DEVELOPED	Dev:	64.000	25.600	Undev:	0.000	0.000

M00757	PNG	FH	Eff: Oct 03, 1994	64.000	C00505 B No	WI	TWP 11 RGE 18 W4M NE 8
Sub: C	WI		Exp: Oct 02, 1999	64.000	MANITOK	40.00000000	ALL PNG FROM BASE
ACTIVE	CNRL		Ext: HBP	25.600	BAYTEX	37.50000000	UPPER_MANNVILLE TO BASE BASEMENT
	BAYTEX				POTTS PETROLEUM	4.50000000	
100.00000000	MANITOK				SANLING	18.00000000	

Total Rental: 160.00

Status	Hectares	Net	Hectares	Net
DEVELOPED	64.000	25.600	0.000	0.000
Dev:		Undev:		

M00757	PNG	FH	Eff: Oct 03, 1994	64.000	C00505 A No	WI	TWP 11 RGE 18 W4M S 8
Sub: D	WI		Exp: Oct 02, 1999	64.000	MANITOK	40.00000000	ALL NG IN UPPER_MANNVILLE
ACTIVE	CNRL		Ext: HBP	25.600	BAYTEX	37.50000000	(ALL PETROLEUM IN
	BAYTEX				POTTS PETROLEUM	4.50000000	LOWER_MANNVILLE)
100.00000000	MANITOK	Count Acreage = No			SANLING	18.00000000	

Total Rental: 0.00

Status	Hectares	Net	Hectares	Net
	0.000	0.000	0.000	0.000
Dev:		Undev:		

M00907	PNG	FH	Eff: Dec 01, 1988	48.000	C00681 A No	WI	TWP 12 RGE 15 W4M LSD 6, LSD
Sub: A	WI		Exp: Nov 30, 1990	48.000	MANITOK	30.00000000	11, 12 SEC 6
ACTIVE	AB46-27762		Ext: HBP	14.400	FORSIS O&G LTD	35.00000000	ALL PNG FROM TOP SURFACE TO

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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)

M00907							
Sub: A	HOUSTON			HOUSTON		35.00000000	BASE SAWTOOTH
100.00000000	HOUSTON						
			Total Rental:		240.00		

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
DEVELOPED		48.000	14.400		0.000	0.000

M00908	PNG	FH	Eff: Dec 01, 1988	16.000	C00681 A No	WI	TWP 12 RGE 15 W4M LSD 15 SEC 6
Sub: A	WI		Exp: Nov 30, 1989	16.000	MANITOK	30.00000000	ALL PNG FROM TOP SURFACE TO
ACTIVE	AB46-27761		Ext: HBP	4.800	FORSIS O&G LTD	35.00000000	BASE SAWTOOTH
	HOUSTON				HOUSTON	35.00000000	
100.00000000	HOUSTON						
			Total Rental:		80.00		

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
DEVELOPED		16.000	4.800		0.000	0.000

M00909	PNG	FH	Eff: Dec 01, 1988	16.000	C00681 B No	WI	TWP 12 RGE 15 W4M LSD 2 SEC 7
Sub: A	WI		Exp: Nov 30, 1990	16.000	MANITOK	30.00000000	ALL PNG FROM BASE
ACTIVE	AB46-27763		Ext: HBP	4.800	FORSIS O&G LTD	35.00000000	SECOND_WHITE_SPECKLED_SHALE TO
	HOUSTON				HOUSTON	35.00000000	BASE SAWTOOTH
100.00000000	HOUSTON						
			Total Rental:		40.00		

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
DEVELOPED		16.000	4.800		0.000	0.000

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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

M00909	PNG	FH	Eff: Dec 01, 1988	16.000	C00681 C No	WI	TWP 12 RGE 15 W4M LSD 6 SEC 7
Sub: B	WI		Exp: Nov 30, 1990	16.000	MANITOK	46.15400000	ALL PNG FROM BASE
ACTIVE	AB46-27763		Ext: HBP	7.385	HOUSTON	53.84600000	SECOND_WHITE_SPECKLED_SHALE TO
	HOUSTON						BASE SAWTOOTH
100.00000000	HOUSTON			Total Rental:	40.00		

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
DEVELOPED		16.000	7.385		0.000	0.000

M00712	PNG	CR	Eff: Jul 08, 1993	16.000		WI	TWP 12 RGE 15 W4M LSD 15 SEC 33
Sub: A	WI		Exp: Jul 07, 1998	16.000	MANITOK	100.00000000	ALL PNG FROM TOP SURFACE TO
ACTIVE	0493070019		Ext: 15	16.000			BASE SAWTOOTH
	MANITOK			Total Rental:	56.00		
100.00000000	MANITOK						

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
DEVELOPED		16.000	16.000		0.000	0.000

M00739	PNG	CR	Eff: Nov 01, 1984	64.000		WI	TWP 13 RGE 15 W4M NE 9
Sub: A	WI		Exp: Oct 31, 1989	64.000	MANITOK	100.00000000	ALL PNG FROM TOP SURFACE TO
ACTIVE	0484110010		Ext: 15	64.000			BASE ARCS
	MANITOK			Total Rental:	224.00		
100.00000000	MANITOK						

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
DEVELOPED		64.000	64.000		0.000	0.000

M00890	PNG	CR	Eff: Mar 20, 1986	96.000	C00667 A No	WI	TWP 13 RGE 15 W4M SW 17, LSD 2,
Sub: A	WI		Exp: Mar 19, 1991	96.000	MANITOK	45.00000000	LSD 7 SEC 17

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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)

M00890							
Sub: A							
ACTIVE	0486030203	Ext: 15	43.200	CNR		55.00000000	ALL PNG FROM BASE BOW_ISLAND TO BASE SAWTOOTH
	CNRL						
100.00000000	CNRL			Total Rental:	336.00		(EXCL 100/03-17-013-15W4/00 WELLBORE)
	Status		Hectares	Net		Hectares	Net
	DEVELOPED	Dev:	96.000	43.200	Undev:	0.000	0.000

M00891	PNG	CR	Eff: Mar 20, 1986	32.000	C00667 A No	WI	TWP 13 RGE 15 W4M LSD 10, 11
Sub: A	WI		Exp: Mar 19, 1991	32.000	MANITOK	45.00000000	SEC 17
ACTIVE	0486030202	Ext: 15		14.400	CNR	55.00000000	ALL PNG FROM BASE BOW_ISLAND TO BASE SAWTOOTH
	CNRL						
100.00000000	CNRL			Total Rental:	112.00		
	Status		Hectares	Net		Hectares	Net
	DEVELOPED	Dev:	32.000	14.400	Undev:	0.000	0.000

M01223	PNG	CR	Eff: Sep 18, 2014	16.000		WI	TWP 13 RGE 15 W4M LSD 14 SEC 17
Sub: A	WI		Exp: Sep 17, 2019	16.000	MANITOK	100.00000000	ALL PNG FROM BASE BOW_ISLAND TO BASE BASEMENT
ACTIVE	0414090129			16.000			(EXCL 100/14-17-13-15W4/00 WELLBORE)
	MANITOK				Total Rental:	56.00	
100.00000000	MANITOK						
	Status		Hectares	Net		Hectares	Net
	UNDEVELOPED	Dev:	0.000	0.000	Undev:	16.000	16.000

M01223	PNG	CR	Eff: Sep 18, 2014	0.000	C00742 A No	WI	TWP 13 RGE 15 W4M LSD 14 SEC 17
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Area : ENCHANT

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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)

M01223							
Sub: B	WI		Exp: Sep 17, 2019	0.000	MANITOK	77.50000000	(100/14-17-13-15W4/00 WELLBORE ONLY)
ACTIVE	0414090129			0.000	CNR	22.50000000	
	MANITOK						
100.00000000	MANITOK		Count Acreage = No		Total Rental: 0.00		

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
		0.000	0.000		0.000	0.000

M00906	PNG	CR	Eff: Oct 03, 2002	48.000	C00680 A No	WI	TWP 13 RGE 15 W4M LSD 3, 4, LSD 6 SEC 20 ALL PNG FROM BASE BOW_ISLAND TO BASE SAWTOOTH
Sub: A	WI		Exp: Oct 02, 2007	48.000	MANITOK	77.50000000	
ACTIVE	0402100014		Ext: 15	37.200	CNR	22.50000000	
	MANITOK						
100.00000000	MANITOK				Total Rental: 168.00		

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
DEVELOPED		48.000	37.200		0.000	0.000

M00744	PNG	CR	Eff: Nov 26, 1985	48.400		WI	TWP 14 RGE 14 W4M SE PTN 9 ALL PNG FROM TOP SURFACE TO BASE MANNVILLE
Sub: A	WI		Exp: Nov 25, 1990	48.400	MANITOK	100.00000000	
ACTIVE	0485110364		Ext: 15	48.400			
	MANITOK				Total Rental: 169.40		
100.00000000	MANITOK						

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
DEVELOPED		48.400	48.400		0.000	0.000

M00756	PNG	CR	Eff: May 01, 2008	64.000		WI	TWP 14 RGE 18 W4M SE 21
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Area : ENCHANT

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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)

M00756
Sub: A RI **Exp:** Apr 30, 2013 64.000 GRAND PRIX ENER 100.00000000 ALL PNG FROM TOP SURFACE TO
 ACTIVE 0408050016 **Ext:** 15 0.000 GRAND PRIX ENER BASE MANNVILLE
 GRAND PRIX ENER Total Rental: 224.00
 100.00000000 GRAND PRIX ENER

Status	Hectares	Net	Hectares	Net
UNDEVELOPED Dev:	0.000	0.000	Undev: 64.000	0.000

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File Status	Int Type / Lse No/Name		Gross						
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*		Lease Description / Rights Held	
Area Total:		Total Gross:	2,256.400	Total Net:	1,353.690				
		Dev Gross:	1,712.400	Dev Net:	1,214.014	Undev Gross :	544.000	Undev Net :	139.676

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Area : HARMON

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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
M00876	OSL	CR	Eff: Apr 22, 2004	768.000	C00515 A No	WI	TWP 83 RGE 19 W5M SEC 15, SEC 16, SEC 21
Sub: A	WI		Exp: Apr 21, 2019	768.000	MANITOK	50.00000000	ALL OIL_SANDS FROM TOP PEACE_RIVER_GROUP TO BASE PEKISKO
ACTIVE	7404041030			384.000	BLACK SEAL RC	50.00000000	
	MANITOK						
100.00000000	MANITOK				Total Rental: 2688.00		

Status	Hectares	Net	Hectares	Net
UNDEVELOPED	0.000	0.000	Undev: 768.000	384.000

M00879	OSL	CR	Eff: Aug 19, 2004	384.000	C00515 A No	WI	TWP 83 RGE 19 W5M NW 17, S 17, NW 20, S 20
Sub: B	WI		Exp: Aug 18, 2019	384.000	MANITOK	50.00000000	ALL OIL_SANDS FROM TOP PEACE_RIVER_GROUP TO BASE PEKISKO
ACTIVE	7404080869			192.000	BLACK SEAL RC	50.00000000	
	MANITOK						
100.00000000	MANITOK				Total Rental: 1344.00		

Status	Hectares	Net	Hectares	Net
UNDEVELOPED	0.000	0.000	Undev: 384.000	192.000

M00879	OSL	CR	Eff: Aug 19, 2004	128.000	C00515 A No	WI	TWP 83 RGE 19 W5M NE 17, NE 20
Sub: D	WI		Exp: Aug 18, 2019	128.000	MANITOK	50.00000000	ALL OIL_SANDS FROM TOP PEACE_RIVER_GROUP TO BASE PEKISKO
ACTIVE	7404080869			64.000	BLACK SEAL RC	50.00000000	
	MANITOK						
100.00000000	MANITOK				Total Rental: 448.00		

Status	Hectares	Net	Hectares	Net
UNDEVELOPED	0.000	0.000	Undev: 128.000	64.000

M00879	OSL	CR	Eff: Aug 19, 2004	192.000	C00515 B No	WI	TWP 83 RGE 19 W5M N 29, SW 29
Sub: A	WI		Exp: Aug 18, 2019	192.000	MANITOK	50.00000000	ALL OIL_SANDS FROM TOP PEACE_RIVER_GROUP TO BASE PEKISKO
ACTIVE	7404080869			96.000	BLACK SEAL RC	50.00000000	

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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)

M00879

Sub: A MANITOK

PEKISKO

100.00000000 MANITOK

Total Rental: 672.00

Status	Hectares	Net	Hectares	Net
UNDEVELOPED Dev:	0.000	0.000	Undev: 192.000	96.000

M00879

OSL CR

Eff: Aug 19, 2004

64.000

C00515 B No

WI

TWP 83 RGE 19 W5M SE 29

Sub: C

WI

Exp: Aug 18, 2019

64.000

MANITOK

50.00000000

ALL OIL_SANDS FROM TOP

ACTIVE 7404080869

32.000

BLACK SEAL RC

50.00000000

PEACE_RIVER_GROUP TO BASE

MANITOK

PEKISKO

100.00000000 MANITOK

Total Rental: 224.00

Status	Hectares	Net	Hectares	Net
DEVELOPED Dev:	64.000	32.000	Undev: 0.000	0.000

M00962

PNG CR

Eff: Sep 03, 1965

960.000

C00807 A No

WI

TWP 87 RGE 14 W5M SEC 6, SEC 7,

Sub: A

WI

Exp: Sep 02, 1975

960.000

MANITOK

9.47609000

W 8, SW 18

ACTIVE

6876

Ext: 15

90.970

868218 ALBERTA

1.95801000

TWP 87 RGE 15 W5M E 1, NE 12,

HARVEST

HARVEST

88.56590000

SE 13

100.00000000 HARVEST

Total Rental: 3360.00

ALL PNG IN SLAVE_POINT
(EXCL 102/14-07-87-14W5M/02
WELLBORE)

Status	Hectares	Net	Hectares	Net
DEVELOPED Dev:	960.000	90.970	Undev: 0.000	0.000

M00962

PNG CR

Eff: Sep 03, 1965

0.000

C00807 B No

APEN

TWP 87 RGE 14 W5M SEC 7

Sub: B

PEN

Exp: Sep 02, 1975

0.000

MANITOK

9.47609000

(PENALTY WELL

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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)

M00962							
Sub: B							
ACTIVE	6876	Ext: 15	0.000	868218 ALBERTA		1.95801000	102/14-07-87-14W5M/02 WELLBORE)
	HARVEST			HARVEST		88.56590000	
100.00000000	HARVEST						

Total Rental: 0.00

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
		0.000	0.000		0.000	0.000

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MANITOK ENERGY. INC. Mineral Property Report

Province: ALBERTA

Area : HARMON

OTHER AREA ASSETS (NOV 27, 2018)

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

Area Total:	Total Gross:	2,496.000	Total Net:	858.970			
	Dev Gross:	1,024.000	Dev Net:	122.970	Undev Gross :	1,472.000	Undev Net : 736.000

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MANITOK ENERGY. INC. Mineral Property Report

Province: ALBERTA

Area : HOOKER

OTHER AREA ASSETS (NOV 27, 2018)

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type / Lse No/Name		Gross	Doi Partner(s)	*	*	Lease Description / Rights Held
Mineral Int	Operator / Payor		Net				
M00301	PNG	CR	Eff: Dec 19, 2013	128.000	C00335 A No	WI	TWP 15 RGE 29 W4M N 27
Sub: A	RI		Exp: Dec 18, 2018	128.000	WHITECAP RES	100.00000000	ALL PNG
ACTIVE	0413120155		0.000				
	WHITECAP RES			Total Rental:	448.00		
100.00000000	WHITECAP RES						

Status	Hectares	Net	Hectares	Net
UNDEVELOPED	0.000	0.000	Undev: 128.000	0.000

M00302	PNG	CR	Eff: Dec 19, 2013	256.000	C00335 A No	WI	TWP 15 RGE 29 W4M SEC 32
Sub: A	RI		Exp: Dec 18, 2018	256.000	WHITECAP RES	100.00000000	ALL PNG
ACTIVE	0413120156		0.000				
	WHITECAP RES			Total Rental:	896.00		
100.00000000	WHITECAP RES						

Status	Hectares	Net	Hectares	Net
UNDEVELOPED	0.000	0.000	Undev: 256.000	0.000

M00298	PNG	CR	Eff: Dec 05, 2013	256.000	C00335 A No	WI	TWP 16 RGE 29 W4M SEC 2
Sub: A	RI		Exp: Dec 04, 2018	256.000	WHITECAP RES	100.00000000	ALL PNG
ACTIVE	0413120017		0.000				
	WHITECAP RES			Total Rental:	896.00		
100.00000000	WHITECAP RES						

Status	Hectares	Net	Hectares	Net
UNDEVELOPED	0.000	0.000	Undev: 256.000	0.000

M00303	PNG	CR	Eff: Dec 18, 2013	256.000	C00335 A No	WI	TWP 16 RGE 29 W4M SEC 3
Sub: A	RI		Exp: Dec 17, 2018	256.000	WHITECAP RES	100.00000000	ALL PNG
ACTIVE	0413120158		0.000				

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MANITOK ENERGY. INC. Mineral Property Report

Province: ALBERTA

Area : HOOKER

OTHER AREA ASSETS (NOV 27, 2018)

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

(cont'd)

M00303

Sub: A WHITECAP RES

Total Rental: 896.00

100.00000000 WHITECAP RES

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
UNDEVELOPED		0.000	0.000		256.000	0.000

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MANITOK ENERGY. INC. Mineral Property Report

Province: ALBERTA

Area : HOOKER

OTHER AREA ASSETS (NOV 27, 2018)

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

Area Total:	Total Gross:	896.000	Total Net:	0.000			
	Dev Gross:	0.000	Dev Net:	0.000	Undev Gross :	896.000	Undev Net : 0.000

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MANITOK ENERGY. INC. Mineral Property Report

Province: ALBERTA

Area : RED EARTH

OTHER AREA ASSETS (NOV 27, 2018)

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held
M00937	PNG	CR	Eff: Jun 26, 2008	256.000		WI	TWP 79 RGE 5 W5M SEC 26
Sub: A	WI		Exp: Jun 25, 2013	256.000	MANITOK	100.00000000	ALL PNG FROM TOP SURFACE TO
ACTIVE	0508060310		Ext: 15	256.000			BASE MONTNEY
	MANITOK				Total Rental: 896.00		
100.00000000	MANITOK						

Status	Hectares	Net	Hectares	Net
DEVELOPED	256.000	256.000	Undev: 0.000	0.000

M01222	PNG	CR	Eff: Mar 06, 2014	256.000		WI	TWP 79 RGE 5 W5M SEC 27
Sub: A	WI		Exp: Mar 05, 2019	256.000	MANITOK	100.00000000	ALL PNG
ACTIVE	0514030209			256.000			
	MANITOK				Total Rental: 896.00		
100.00000000	MANITOK						

Status	Hectares	Net	Hectares	Net
UNDEVELOPED	0.000	0.000	Undev: 256.000	256.000

M00932	PNG	CR	Eff: Apr 27, 1959	64.000	C00717 A No	WI	TWP 87 RGE 7 W5M SE 7
Sub: A	WI		Exp: Apr 26, 1980	64.000	MANITOK	13.75000000	ALL PNG FROM TOP SURFACE TO
ACTIVE	115792		Ext: 15	8.800	CHAIR RESOURCES	5.77986800	BASE GRANITE_WASH
	HUSKY				MOUNT BASTION	58.47013200	
100.00000000	MOUNT BASTION				CARDINAL ENERGY	1.37500000	
					SENERGY INC	8.25000000	
					PRAIRIE PROV	12.37500000	
					Total Rental: 224.00		

Status	Hectares	Net	Hectares	Net
UNDEVELOPED	0.000	0.000	Undev: 64.000	8.800

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MANITOK ENERGY. INC. Mineral Property Report

Province: ALBERTA

Area : RED EARTH

OTHER AREA ASSETS (NOV 27, 2018)

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

M00931	PNG	CR	Eff: Apr 19, 1990	64.000	C00709 A No	WI	TWP 87 RGE 8 W5M SE 12
Sub: A	WI		Exp: Apr 18, 1995	64.000	MANITOK	16.17660000	ALL PNG FROM TOP SURFACE TO
ACTIVE	0590040472		Ext: 15	10.353	CHAIR RESOURCES	12.36321000	BASE GRANITE_WASH
	OBSIDIAN ENERGY				MOUNT BASTION	55.28359000	(EXCL 100/01-12-087-08W5
100.00000000	MOUNT BASTION				CARDINAL ENERGY	16.17660000	WELLBORE)

Total Rental: 224.00

Status	Hectares	Net	Hectares	Net
DEVELOPED	64.000	10.353	0.000	0.000

M00931	PNG	CR	Eff: Apr 19, 1990	64.000	C00709 B No	BPEN	TWP 87 RGE 8 W5M SE 12
Sub: B	WI		Exp: Apr 18, 1995	0.000	MANITOK	19.29850000	(100/01-12-087-08W5 PENALTY
ACTIVE	0590040472		Ext: 15	0.000	CHAIR RESOURCES	14.74910000	WELL ONLY)
	OBSIDIAN ENERGY				MOUNT BASTION	65.95240000	
100.00000000	MOUNT BASTION	Count Acreage = No			CARDINAL ENERGY		

Total Rental: 0.00

Status	Hectares	Net	Hectares	Net
UNDEVELOPED	0.000	0.000	0.000	0.000

M00874	PNG	CR	Eff: Nov 01, 2001	64.000	C00664 A No	WI	TWP 87 RGE 8 W5M NE 25
Sub: F	WI		Exp: Oct 31, 2006	64.000	MANITOK	30.00000000	ALL PNG FROM TOP SURFACE TO
ACTIVE	0501110189		Ext: 15	19.200	CNRNAP	70.00000000	BASE KEG_RIVER
	PACE OIL & GAS						EXCL PNG IN BLUESKY-BULLHEAD
100.00000000	MANITOK						

Total Rental: 224.00

Status	Hectares	Net	Hectares	Net
UNDEVELOPED	0.000	0.000	64.000	19.200

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MANITOK ENERGY. INC. Mineral Property Report

Province: ALBERTA

Area : RED EARTH

OTHER AREA ASSETS (NOV 27, 2018)

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

(cont'd)

M00874

Sub: F

M00874	PNG	CR	Eff: Nov 01, 2001	64.000		WI	TWP 87 RGE 8 W5M NE 25
Sub: J	WI		Exp: Oct 31, 2006	0.000	MANITOK	100.00000000	ALL PNG IN BLUESKY-BULLHEAD
ACTIVE	0501110189		Ext: 15	0.000			
	MANITOK				Total Rental: 0.00		
100.00000000	MANITOK		Count Acreage =	No			

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
		0.000	0.000		0.000	0.000

M00874	PNG	CR	Eff: Nov 01, 2001	64.000	C00664 A No	WI	TWP 87 RGE 8 W5M SE 36
Sub: A	WI		Exp: Oct 31, 2006	64.000	MANITOK	30.00000000	ALL PNG FROM TOP SURFACE TO
ACTIVE	0501110189		Ext: 15	19.200	CNRNAP	70.00000000	BASE KEG_RIVER
	PACE OIL & GAS						EXCL PNG IN BLUESKY-BULLHEAD
100.00000000	MANITOK				Total Rental: 224.00		

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
DEVELOPED		64.000	19.200		0.000	0.000

M00874	PNG	CR	Eff: Nov 01, 2001	64.000		WI	TWP 87 RGE 8 W5M SE 36
Sub: B	WI		Exp: Oct 31, 2006	0.000	MANITOK	100.00000000	ALL PNG IN BLUESKY-BULLHEAD
ACTIVE	0501110189		Ext: 15	0.000			
	MANITOK				Total Rental: 0.00		
100.00000000	MANITOK		Count Acreage =	No			

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
		0.000	0.000		0.000	0.000

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MANITOK ENERGY. INC. Mineral Property Report

Province: ALBERTA

Area : RED EARTH

OTHER AREA ASSETS (NOV 27, 2018)

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

(cont'd)

M00874

Sub: B

M00874	PNG	CR	Eff: Nov 01, 2001	128.000	C00664 C No	WI	TWP 87 RGE 8 W5M N 36
Sub: E	WI		Exp: Oct 31, 2006	0.000	MANITOK	30.00000000	ALL PNG FROM TOP SURFACE TO TOP
ACTIVE	0501110189		Ext: 15	0.000	CNRNAP	70.00000000	BLUESKY-BULLHEAD
	PACE OIL & GAS						
100.00000000	MANITOK		Count Acreage = No		Total Rental: 0.00		

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
		0.000	0.000		0.000	0.000

M00874	PNG	CR	Eff: Nov 01, 2001	128.000		WI	TWP 87 RGE 8 W5M N 36
Sub: I	WI		Exp: Oct 31, 2006	128.000	MANITOK	100.00000000	ALL PNG IN BLUESKY-BULLHEAD
ACTIVE	0501110189		Ext: 15	128.000			
	MANITOK				Total Rental: 448.00		
100.00000000	MANITOK						

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
DEVELOPED		128.000	128.000		0.000	0.000

M00874	PNG	CR	Eff: Nov 01, 2001	48.000	C00664 A No	WI	TWP 87 RGE 8 W5M LSD 3, LSD 5,
Sub: C	WI		Exp: Oct 31, 2006	0.000	MANITOK	30.00000000	LSD 6 SEC 36
ACTIVE	0501110189		Ext: 15	0.000	CNRNAP	70.00000000	ALL PNG FROM TOP SURFACE TO
	PACE OIL & GAS						BASE KEG_RIVER
100.00000000	MANITOK		Count Acreage = No		Total Rental: 0.00		EXCL PNG IN BLUESKY-BULLHEAD

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
		0.000	0.000		0.000	0.000

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MANITOK ENERGY. INC. Mineral Property Report

Province: ALBERTA

Area : RED EARTH

OTHER AREA ASSETS (NOV 27, 2018)

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

(cont'd)

M00874

Sub: C

M00874	PNG	CR	Eff: Nov 01, 2001	48.000		WI	TWP 87 RGE 8 W5M LSD 3, LSD 5,
Sub: G	WI		Exp: Oct 31, 2006	48.000	MANITOK	100.00000000	LSD 6 SEC 36
ACTIVE	0501110189		Ext: 15	48.000			ALL PNG IN BLUESKY-BULLHEAD
	MANITOK				Total Rental: 168.00		
100.00000000	MANITOK						

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
DEVELOPED		48.000	48.000		0.000	0.000

M00874	PNG	CR	Eff: Nov 01, 2001	16.000	C00664 B No	WI	TWP 87 RGE 8 W5M LSD 4 SEC 36
Sub: D	WI		Exp: Oct 31, 2006	0.000	MANITOK	30.00000000	ALL PNG FROM TOP SURFACE TO TOP
ACTIVE	0501110189		Ext: 15	0.000	CNRNAP	70.00000000	KEG_RIVER
	PACE OIL & GAS						EXCL PNG IN BLUESKY-BULLHEAD
100.00000000	MANITOK		Count Acreage = No		Total Rental: 0.00		EXCL PNG IN SLAVE_POINT

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
		0.000	0.000		0.000	0.000

M00874	PNG	CR	Eff: Nov 01, 2001	16.000		WI	TWP 87 RGE 8 W5M LSD 4 SEC 36
Sub: H	WI		Exp: Oct 31, 2006	16.000	MANITOK	100.00000000	ALL PNG IN BLUESKY-BULLHEAD;
ACTIVE	0501110189		Ext: 15	16.000			ALL PNG IN SLAVE_POINT;
	MANITOK				Total Rental: 56.00		ALL PNG IN KEG_RIVER
100.00000000	MANITOK						

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
DEVELOPED		16.000	16.000		0.000	0.000

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MANITOK ENERGY. INC. Mineral Property Report

Province: ALBERTA

Area : RED EARTH

OTHER AREA ASSETS (NOV 27, 2018)

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

(cont'd)

M00874

Sub: H

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MANITOK ENERGY. INC. Mineral Property Report

Province: ALBERTA

Area : RED EARTH

OTHER AREA ASSETS (NOV 27, 2018)

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code			
File Status	Int Type / Lse No/Name		Gross						
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*		Lease Description / Rights Held	
Area Total:		Total Gross:	960.000	Total Net:	761.553				
		Dev Gross:	576.000	Dev Net:	477.553	Undev Gross :	384.000	Undev Net :	284.000

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MANITOK ENERGY. INC. Mineral Property Report

Province: ALBERTA

Area : RICINUS

OTHER AREA ASSETS (NOV 27, 2018)

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held
M00328	LICENCE CR	Eff: Sep 18, 2014	1,782.600			WI	TWP 31 RGE 6 W5M SEC 16, 20,
Sub: A	WI	Exp: Sep 17, 2019	1,782.600	MANITOK		100.00000000	21, 29, 30, S & NE 31, PTN NW
ACTIVE	5514090267		1,782.600				31, 32
	MANITOK			Total Rental: 6239.10			(PORTION LYING SOUTH EAST OF
100.00000000	MANITOK						THE LEFT BANK OF THE RED DEER
							RIVER)
	Status		Hectares	Net		Hectares	Net
	UNDEVELOPED	Dev:	0.000	0.000	Undev:	1,782.600	1,782.600
							ALL PNG
							(SURFACE ACCESS IS SUBJECT TO
							SPECIFIC RESTRICTIONS)
M00347	LICENCE CR	Eff: Feb 12, 2015	5,376.000	C00170 A No		WI	TWP 31 RGE 7 W5M SECS 4-9,
Sub: A	WI	Exp: Feb 11, 2020	5,376.000	MANITOK		50.00000000	16-21, 28-33
ACTIVE	5515020106		2,688.000	BIRCHILL		50.00000000	TWP 31 RGE 8 W5M SEC 1, 12, 13
	MANITOK						ALL PNG
100.00000000	MANITOK			Total Rental: 18816.00			
	Status		Hectares	Net		Hectares	Net
	UNDEVELOPED	Dev:	0.000	0.000	Undev:	5,376.000	2,688.000
M00348	LICENCE CR	Eff: Apr 09, 2015	2,304.000	C00170 A No		WI	TWP 31 RGE 8 W5M SEC 2-5, 8-11,
Sub: A	WI	Exp: Apr 08, 2020	2,304.000	MANITOK		50.00000000	17
ACTIVE	5515040064		1,152.000	BIRCHILL		50.00000000	ALL PNG
	MANITOK						
100.00000000	MANITOK			Total Rental: 8064.00			
	Status		Hectares	Net		Hectares	Net
	UNDEVELOPED	Dev:	0.000	0.000	Undev:	2,304.000	1,152.000

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MANITOK ENERGY. INC. Mineral Property Report

Province: ALBERTA

Area : RICINUS

OTHER AREA ASSETS (NOV 27, 2018)

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

M01128	PNG	CR	Eff: Nov 04, 1975	256.000	C00844	A	Yes	WI	TWP 31 RGE 8 W5M SEC 6
Sub: A	WI		Exp: Nov 03, 1985	256.000	MANITOK			100.00000000	ALL NG IN RUNDLE_GROUP
ACTIVE	40559		Ext: 15	256.000					
	MANITOK				Total Rental:		896.00		
100.00000000	SHELL CANADA EN								

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
DEVELOPED		64.000	64.000		192.000	192.000

M00394	LICENCE	CR	Eff: Oct 01, 2015	1,280.000	C00170	A	No	WI	TWP 31 RGE 8 W5M SEC 14, 15,
Sub: A	WI		Exp: Sep 30, 2020	1,280.000	MANITOK			50.00000000	16, 22, 27
ACTIVE	5515100109			640.000	BIRCHILL			50.00000000	
	MANITOK				Total Rental:		4480.00		ALL PNG
100.00000000	MANITOK								

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
UNDEVELOPED		0.000	0.000		1,280.000	640.000

M00348	LICENCE	CR	Eff: Apr 09, 2015	256.000	C00170	B	No	WI	TWP 31 RGE 8 W5M SEC 23
Sub: B	WI		Exp: Apr 08, 2020	256.000	MANITOK			50.00000000	ALL PNG BELOW BASE CARDIUM
ACTIVE	5515040064			128.000	BIRCHILL			50.00000000	
	MANITOK				Total Rental:		896.00		
100.00000000	MANITOK								

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
UNDEVELOPED		0.000	0.000		256.000	128.000

M00407	LICENCE	CR	Eff: Oct 01, 2015	2,560.000	C00170	A	No	WI	TWP 31 RGE 8 W5M SEC 24, 25,
Sub: A	WI		Exp: Sep 30, 2020	2,560.000	MANITOK			50.00000000	35, 36

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MANITOK ENERGY. INC. Mineral Property Report

Province: ALBERTA

Area : RICINUS

OTHER AREA ASSETS (NOV 27, 2018)

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

(cont'd)

M00407							
Sub: A							
ACTIVE	5515100110		1,280.000	BIRCHILL		50.00000000	TWP 32 RGE 8 W5M SEC 2, 9, 11,17, 20, 21
	MANITOK						ALL PNG
100.00000000	MANITOK			Total Rental:	8960.00		

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
UNDEVELOPED		0.000	0.000		2,560.000	1,280.000

M00573	LICENCE CR	Eff: Jan 12, 2017	256.000	C00170 C No		WI	TWP 31 RGE 8 W5M SEC 26
Sub: A	WI	Exp: Jan 11, 2022	256.000	MANITOK		50.00000000	ALL PNG BELOW BASE VIKING_ZONE
ACTIVE	5517010138		128.000	BIRCHILL		50.00000000	TO BASE BASEMENT
	MANITOK						
100.00000000	MANITOK			Total Rental:	896.00		

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
UNDEVELOPED		0.000	0.000		256.000	128.000

M00422	LICENCE CR	Eff: Oct 01, 2015	768.000	C00170 A No		WI	TWP 31 RGE 8 W5M SEC 34
Sub: A	WI	Exp: Sep 30, 2020	768.000	MANITOK		50.00000000	TWP 32 RGE 8 W5M SEC 3, 4
ACTIVE	5515100111		384.000	BIRCHILL		50.00000000	ALL PNG
	MANITOK						
100.00000000	MANITOK			Total Rental:	2688.00		

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
UNDEVELOPED		0.000	0.000		768.000	384.000

M01130	PNG	CR	Eff: Oct 03, 1960	256.000	C00844 C Yes		WI	TWP 31 RGE 9 W5M SEC 1
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MANITOK ENERGY. INC. Mineral Property Report

Province: ALBERTA

Area : RICINUS

OTHER AREA ASSETS (NOV 27, 2018)

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

(cont'd)

M01130							
Sub: A	WI	Exp: Oct 02, 1981	256.000	MANITOK		50.00000000	ALL PNG BELOW BASE WABAMUN
ACTIVE	120776	Ext: 15	128.000	SHELL CANADA EN		50.00000000	
	SHELL CANADA EN						
100.00000000	SHELL CANADA EN			Total Rental:	896.00		

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
UNDEVELOPED		0.000	0.000		256.000	128.000

M01127	PNG	CR	Eff: Sep 29, 1955	256.000	C00844 B Yes	WI	TWP 31 RGE 9 W5M SEC 12
Sub: B	WI	Exp: Sep 28, 1976	256.000	MANITOK		100.00000000	ALL PNG IN SURFACE
ACTIVE	104486	Ext: 15	256.000				
	MANITOK			Total Rental:	896.00		
100.00000000	SHELL CANADA EN						

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
DEVELOPED		64.000	64.000		192.000	192.000

M01127	PNG	CR	Eff: Sep 29, 1955	256.000	C00844 C Yes	WI	TWP 31 RGE 9 W5M SEC 13
Sub: A	WI	Exp: Sep 28, 1976	256.000	MANITOK		50.00000000	ALL PNG IN SURFACE
ACTIVE	104486	Ext: 15	128.000	SHELL CANADA EN		50.00000000	
	MANITOK			Total Rental:	896.00		
100.00000000	SHELL CANADA EN						

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
UNDEVELOPED		0.000	0.000		256.000	128.000

M01127	PNG	CR	Eff: Sep 29, 1955	256.000	C00844 C Yes	WI	TWP 31 RGE 9 W5M SEC 14
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Province: ALBERTA

Area : RICINUS

OTHER AREA ASSETS (NOV 27, 2018)

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

(cont'd)

M01127							
Sub: C	WI		Exp: Sep 28, 1976	256.000	MANITOK	50.00000000	ALL PNG IN SURFACE
ACTIVE	104486		Ext: 15	128.000	SHELL CANADA EN	50.00000000	
	MANITOK						
100.00000000	SHELL CANADA EN				Total Rental: 896.00		

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
UNDEVELOPED		0.000	0.000		256.000	128.000

M01129	PNG	CR	Eff: Oct 03, 1960	256.000	C00844 C Yes	WI	TWP 31 RGE 9 W5M SEC 23
Sub: A	WI		Exp: Oct 02, 1981	256.000	MANITOK	50.00000000	ALL PNG FROM TOP SURFACE TO
ACTIVE	120777		Ext: 15	128.000	SHELL CANADA EN	50.00000000	BASE WABAMUN
	SHELL CANADA EN						
100.00000000	SHELL CANADA EN				Total Rental: 896.00		

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
UNDEVELOPED		0.000	0.000		256.000	128.000

M00998	NG	CR	Eff: Jul 12, 1972	320.000	C00773 A Yes	WI	TWP 32 RGE 6 W5M NW 30, S 30, W
Sub: A	WI		Exp: Jul 11, 1993	320.000	MANITOK	25.00000000	31
ACTIVE	1337		Ext: 15	80.000	BONAVISTA EN C	25.00000000	(ALL NG IN NISKU
	EXXONMOBIL RES				EXXONMOBIL PROP	50.00000000	ALL NG IN LEDUC)
100.00000000	EXXONMOBIL PROP				Total Rental: 1120.00		

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
UNDEVELOPED		0.000	0.000		320.000	80.000

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Province: ALBERTA

Area : RICINUS

OTHER AREA ASSETS (NOV 27, 2018)

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

M00574	LICENCE CR		Eff: Jan 12, 2017	256.000	C00170 C No	WI	TWP 32 RGE 8 W5M SEC 10
Sub: B	WI		Exp: Jan 11, 2022	256.000	MANITOK	50.00000000	ALL PNG BELOW BASE VIKING_ZONE
ACTIVE	5517010139			128.000	BIRCHILL	50.00000000	TO BASE BASEMENT
	MANITOK						
100.00000000	MANITOK				Total Rental: 1344.00		

Status	Hectares	Net	Undev:	Hectares	Net
UNDEVELOPED	0.000	0.000	526.000	256.000	128.000

M00574	LICENCE CR		Eff: Jan 12, 2017	512.000	C00170 A No	WI	TWP 32 RGE 8 W5M SEC 14, SEC 22
Sub: A	WI		Exp: Jan 11, 2022	512.000	MANITOK	50.00000000	ALL PNG
ACTIVE	5517010139			256.000	BIRCHILL	50.00000000	
	MANITOK						
100.00000000	MANITOK				Total Rental: 1344.00		

Status	Hectares	Net	Undev:	Hectares	Net
UNDEVELOPED	0.000	0.000	512.000	512.000	256.000

M00360	LICENCE CR		Eff: Jun 10, 2015	256.000	C00170 B No	WI	TWP 32 RGE 8 W5M SEC 15
Sub: A	WI		Exp: Jun 09, 2020	256.000	MANITOK	50.00000000	ALL PNG BELOW BASE CARDIUM
ACTIVE	5515060114			128.000	BIRCHILL	50.00000000	
	MANITOK						
100.00000000	MANITOK				Total Rental: 896.00		

Status	Hectares	Net	Undev:	Hectares	Net
UNDEVELOPED	0.000	0.000	256.000	256.000	128.000

M00086	PNG CR		Eff: Dec 12, 1996	256.000		WI	TWP 32 RGE 8 W5M SEC 16
Sub: A	WI		Exp: Dec 11, 2001	256.000	MANITOK	100.00000000	ALL PNG TO BASE VIKING_ZONE

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Province: ALBERTA

Area : RICINUS

OTHER AREA ASSETS (NOV 27, 2018)

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

(cont'd)

M00086

Sub: A

ACTIVE 0696120380 Ext: 15 256.000

MANITOK

Total Rental: 896.00

100.00000000 TAQA

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
UNDEVELOPED		0.000	0.000		256.000	256.000

M00998

NG

CR

Eff: Jul 12, 1972

640.000

C00773 A Yes

WI

TWP 33 RGE 6 W5M W 6, N 7, SW

Sub: B

WI

Exp: Jul 11, 1993

640.000

MANITOK

25.00000000

7, NW 18, S 18, W 19

ACTIVE

1337

Ext: 15

160.000

BONAVISTA EN C

25.00000000

(ALL NG IN NISKU

EXXONMOBIL RES

EXXONMOBIL PROP

50.00000000

ALL NG IN LEDUC)

100.00000000 EXXONMOBIL PROP

Total Rental: 2240.00

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
UNDEVELOPED		0.000	0.000		640.000	160.000

M00999

NG

CR

Eff: Jul 12, 1972

192.000

C00773 B Yes

WI

TWP 33 RGE 6 W5M NE 31

Sub: A

WI

Exp: Jul 11, 1993

192.000

MANITOK

25.00000000

TWP 34 RGE 7 W5M N 1

ACTIVE

1337A

Ext: 15

48.000

BONAVISTA EN C

25.00000000

(ALL NG IN NISKU

EXXONMOBIL RES

ENERPLUS CORP

3.28125000

ALL NG IN LEDUC)

100.00000000 EXXONMOBIL PROP

EXXONMOBIL PROP

35.00000000

NAL RES LIMITED

11.42230000

SANLING

0.29645000

Total Rental: 672.00

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MANITOK ENERGY. INC. Mineral Property Report

Province: ALBERTA

Area : RICINUS

OTHER AREA ASSETS (NOV 27, 2018)

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

(cont'd)

M00999

Sub: A	Status	Dev:	Hectares	Net	Undev:	Hectares	Net
	UNDEVELOPED		0.000	0.000		192.000	48.000

M00998	NG	CR	Eff: Jul 12, 1972	256.000	C00773 A Yes	WI	TWP 33 RGE 7 W5M NW 24, S 24,
Sub: C	WI		Exp: Jul 11, 1993	256.000	MANITOK	25.00000000	NE 26
ACTIVE	1337		Ext: 15	64.000	BONAVISTA EN C	25.00000000	(ALL NG IN NISKU
	EXXONMOBIL RES				EXXONMOBIL PROP	50.00000000	ALL NG IN LEDUC)
100.00000000	EXXONMOBIL PROP						

Total Rental: 896.00

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
DEVELOPED		192.000	48.000		64.000	16.000

M01001	PNG	CR	Eff: Nov 01, 1966	128.000	C00773 C Yes	WI	TWP 33 RGE 7 W5M W 36
Sub: A	WI		Exp: Oct 31, 1976	128.000	MANITOK	25.00000000	ALL PNG FROM TOP SURFACE TO
ACTIVE	9333		Ext: 15	32.000	BONAVISTA EN C	25.00000000	BASE CARDIUM
	SANLING				ENERPLUS CORP	3.28125000	EXCL NG FROM TOP SURFACE TO
100.00000000	SANLING				NAL RES LIMITED	11.42230000	BASE CARDIUM
					SANLING	35.29645000	

Total Rental: 448.00

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
UNDEVELOPED		0.000	0.000		128.000	32.000

M01001	PNG	CR	Eff: Nov 01, 1966	128.000		WI	TWP 33 RGE 7 W5M W 36
Sub: B	RI		Exp: Oct 31, 1976	0.000	INSIGNIA ENERGY	100.00000000	ALL PNG FROM BASE CARDIUM TO

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MANITOK ENERGY. INC. Mineral Property Report

Province: ALBERTA

Area : RICINUS

OTHER AREA ASSETS (NOV 27, 2018)

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

(cont'd)

M01001
Sub: B
 ACTIVE 9333 **Ext:** 15 0.000 BASE NORDEGG
 SANLING
 Total Rental: 0.00
 100.00000000 SANLING **Count Acreage =** No

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
		0.000	0.000		0.000	0.000

M01212 PNG CR **Eff:** Feb 24, 1983 128.000 WI TWP 33 RGE 7 W5M E 36
Sub: A RI **Exp:** Feb 23, 1988 128.000 INSIGNIA ENERGY 100.00000000 ALL PNG FROM BASE CARDIUM TO
 ACTIVE 0683020164 **Ext:** 15 0.000 BASE NORDEGG
 TAQA
 Total Rental: 448.00
 100.00000000 SHELL CANADA EN

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
DEVELOPED		128.000	0.000		0.000	0.000

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MANITOK ENERGY. INC. Mineral Property Report

Province: ALBERTA

Area : RICINUS

OTHER AREA ASSETS (NOV 27, 2018)

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code		
File Status	Int Type / Lse No/Name		Gross					
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held	
Area Total:		Total Gross:	19,062.600	Total Net:	10,358.600			
		Dev Gross:	448.000	Dev Net:	176.000	Undev Gross :	18,614.600	Undev Net : 10,182.600

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MANITOK ENERGY. INC. Mineral Property Report

Province: ALBERTA

Area : UTIKUMA

OTHER AREA ASSETS (NOV 27, 2018)

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held
M00145	OSL	CR	Eff: May 03, 2012	152.400		WI	TWP 81 RGE 11 W5M PTN SEC 24
Sub: A	WI		Exp: May 02, 2027	152.400	MANITOK	100.00000000	(PTNS LYING OUTSIDE UTIKOOMAK
ACTIVE	7412050200		152.400				LAKE INDIAN RESERVE NO. 155B)
	MANITOK			Total Rental:	533.40		OIL_SANDS BELOW TOP
100.00000000	MANITOK						PEACE_RIVER_GROUP TO BASE
							PEKISKO

Status	Hectares	Net	Hectares	Net
UNDEVELOPED	0.000	0.000	152.400	152.400

M00146	OSL	CR	Eff: May 03, 2012	209.100		WI	TWP 81 RGE 11 W5M PTN SEC 25
Sub: A	WI		Exp: May 02, 2027	209.100	MANITOK	100.00000000	(PTNS LYING OUTSIDE UTIKOOMAK
ACTIVE	7412050201		209.100				LAKE INDIAN RESERVE NO. 155B)
	MANITOK			Total Rental:	731.85		OIL_SANDS BELOW TOP
100.00000000	MANITOK						PEACE_RIVER_GROUP TO BASE
							PEKISKO

Status	Hectares	Net	Hectares	Net
UNDEVELOPED	0.000	0.000	209.100	209.100

M00147	OSL	CR	Eff: May 03, 2012	160.800		WI	TWP 81 RGE 11 W5M PTN SEC 26
Sub: A	WI		Exp: May 02, 2027	160.800	MANITOK	100.00000000	(PTNS LYING OUTSIDE UTIKOOMAK
ACTIVE	7412050202		160.800				LAKE INDIAN RESERVE NO. 155B)
	MANITOK			Total Rental:	562.80		OIL_SANDS BELOW TOP
100.00000000	MANITOK						PEACE_RIVER_GROUP TO BASE
							PEKISKO

Status	Hectares	Net	Hectares	Net
UNDEVELOPED	0.000	0.000	160.800	160.800

M00148	OSL	CR	Eff: May 03, 2012	256.000		WI	TWP 81 RGE 11 W5M SEC 27
Sub: A	WI		Exp: May 02, 2027	256.000	MANITOK	100.00000000	
ACTIVE	7412050203		256.000				OIL_SANDS BELOW TOP

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MANITOK ENERGY. INC. Mineral Property Report

Province: ALBERTA

Area : UTIKUMA

OTHER AREA ASSETS (NOV 27, 2018)

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

(cont'd)

M00148
Sub: A MANITOK Total Rental: 896.00 PEACE_RIVER_GROUP TO BASE
 100.00000000 MANITOK PEKISKO

Status	Hectares	Net	Hectares	Net
UNDEVELOPED Dev:	0.000	0.000	Undev: 256.000	256.000

M00149 OSL CR **Eff:** May 03, 2012 256.000 WI TWP 81 RGE 11 W5M SEC 35
Sub: A WI **Exp:** May 02, 2027 256.000 MANITOK 100.00000000 OIL_SANDS BELOW TOP
 ACTIVE 7412050211 256.000 PEACE_RIVER_GROUP TO BASE
 MANITOK Total Rental: 896.00 PEKISKO
 100.00000000 MANITOK

Status	Hectares	Net	Hectares	Net
UNDEVELOPED Dev:	0.000	0.000	Undev: 256.000	256.000

M00277 OSL CR **Eff:** Feb 07, 2013 1,536.000 WI TWP 82 RGE 12 W5M SEC 25, 26,
Sub: A WI **Exp:** Feb 06, 2028 1,536.000 MANITOK 100.00000000 28, 33, 35, 36
 ACTIVE 7413020009 1,536.000 OIL_SANDS BELOW TOP
 MANITOK Total Rental: 5376.00 PEACE_RIVER_GROUP TO BASE
 100.00000000 MANITOK PEKISKO

Status	Hectares	Net	Hectares	Net
UNDEVELOPED Dev:	0.000	0.000	Undev: 1,536.000	1,536.000

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Province: ALBERTA

Area : UTIKUMA

OTHER AREA ASSETS (NOV 27, 2018)

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code			
File Status	Int Type / Lse No/Name		Gross						
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*		Lease Description / Rights Held	
Area Total:		Total Gross:	2,570.300	Total Net:	2,570.300				
		Dev Gross:	0.000	Dev Net:	0.000	Undev Gross :	2,570.300	Undev Net :	2,570.300

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MANITOK ENERGY. INC. Mineral Property Report

Province: ALBERTA

Area : WILDCAT HILLS

OTHER AREA ASSETS (NOV 27, 2018)

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held
M01175	PNG	FH	Eff: Aug 04, 1945	2.868	C00841 A Yes	WI	TWP 26 RGE 5 W5M PTN SW 14
Sub: A	WI		Exp: Aug 03, 1955	2.868	MANITOK	33.50000000	ALL PNG FROM TOP SURFACE TO
ACTIVE	ENCANA CORPORAT	Ext: HBP		0.961	SHELL CANADA EN	50.00000000	BASE VIKING_ZONE
	MANITOK				VERMILION RES	16.50000000	(PORTION TAKEN FOR THE RAILWAY
100.00000000	SHELL CANADA EN						RIGHT WAY)
				Total Rental:	7.17		

Status	Hectares	Net	Hectares	Net
DEVELOPED	2.868	0.961	0.000	0.000
Dev:		Undev:		

M01177	PNG	FH	Eff: Dec 05, 1999	4.892	C00841 A Yes	WI	TWP 26 RGE 5 W5M SE 14
Sub: A	WI		Exp: Dec 04, 2000	4.892	MANITOK	33.50000000	(PTN LYING WITHIN RAILWAY ROW)
ACTIVE	ENCANA CORPORAT	Ext: HBP		1.639	SHELL CANADA EN	50.00000000	ALL PNG FROM TOP SURFACE TO
	MANITOK				VERMILION RES	16.50000000	BASE VIKING_ZONE
100.00000000	SHELL CANADA EN						
				Total Rental:	61.15		

Status	Hectares	Net	Hectares	Net
DEVELOPED	4.892	1.639	0.000	0.000
Dev:		Undev:		

M01162	PNG	CR	Eff: May 25, 1945	0.000	C00841 A Yes	WI	TWP 26 RGE 5 W5M LSD 3, LSD 4,
Sub: A	WI		Exp: May 24, 2044	0.000	MANITOK	33.50000000	LSD 5, LSD 12 SEC 14
ACTIVE	70998	Ext: HBP		0.000	SHELL CANADA EN	50.00000000	ALL PNG FROM TOP SURFACE TO
	MANITOK				VERMILION RES	16.50000000	BASE VIKING_ZONE
100.00000000	SHELL CANADA EN						(PTN ROAD ALLOWANCE LOCATED
				Total Rental:	0.00		WITHIN THE JUMPING POUND UNIT)

Status	Hectares	Net	Hectares	Net
Dev:	0.000	0.000	0.000	0.000
Undev:				

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MANITOK ENERGY. INC. Mineral Property Report

Province: ALBERTA

Area : WILDCAT HILLS

OTHER AREA ASSETS (NOV 27, 2018)

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	Lease Description / Rights Held
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	
M01277	NG	CR	Eff: Feb 01, 1965	32.000	C00841 A Yes	WI	TWP 26 RGE 5 W5M LSD 3, LSD 4,
Sub: A	WI		Exp: Feb 01, 1975	0.000	MANITOK	33.50000000	LSD 5, LSD 12 SEC 14
ACTIVE	4828		Ext: 15	0.000	SHELL CANADA EN	50.00000000	ALL PNG FROM TOP SURFACE TO
	MANITOK				VERMILION RES	16.50000000	BASE VIKING_ZONE
100.00000000	SHELL CANADA EN						(PTN NOT TAKEN FOR RAILWAY
					Total Rental: 80.00		RIGHT WAY)
	Status		Hectares	Net	Hectares	Net	
	DEVELOPED	Dev:	0.000	0.000	0.000	0.000	
				Undev:			
M01138	LICENCE	CR	Eff: Sep 03, 1998	187.108	C00841 A Yes	WI	TWP 26 RGE 5 W5M LSD 6, LSD 11,
Sub: A	WI		Exp: Sep 02, 2003	187.108	MANITOK	33.50000000	LSD 13, LSD 14 SEC 14, PTN SE
ACTIVE	5598090069		Ext: 15	62.681	SHELL CANADA EN	50.00000000	14, NE 14
	MANITOK				VERMILION RES	16.50000000	ALL PNG FROM TOP SURFACE TO
100.00000000	SHELL CANADA EN						BASE VIKING_ZONE
					Total Rental: 654.88		(PORTIONS LYING OUTSIDE
	Status		Hectares	Net	Hectares	Net	RIGHT-OF-WAY AS SHOWN ON PLAN
	DEVELOPED	Dev:	187.108	62.681	0.000	0.000	R.Y. 10)
				Undev:			
M01162	PNG	CR	Eff: May 25, 1945	1.608	C00843 B Yes	WI	TWP 26 RGE 5 W5M PTN SEC 15
Sub: B	WI		Exp: May 24, 2044	1.608	MANITOK	50.25000000	ALL PNG FROM TOP SURFACE TO
ACTIVE	70998			0.808	SHELL CANADA EN	25.00000000	BASE VIKING_ZONE
	SHELL CANADA EN				VERMILION RES	24.75000000	(ALL THOSE ROAD ALLOWANCES
100.00000000	SHELL CANADA EN						LYING AND BEING IN TOWNSHIP 26
					Total Rental: 0.00		RANGE 5)
	Status		Hectares	Net	Hectares	Net	
	DEVELOPED	Dev:	1.608	0.808	0.000	0.000	
				Undev:			

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Province: ALBERTA

Area : WILDCAT HILLS

OTHER AREA ASSETS (NOV 27, 2018)

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

M01167	PNG	FH	Eff: May 30, 1944	64.000	C00843 B Yes	WI	TWP 26 RGE 5 W5M NW 15
Sub: A	WI		Exp: May 29, 1995	64.000	MANITOK	50.25000000	ALL PNG FROM TOP SURFACE TO
ACTIVE	SISTERS OF CHARIT		Ext: HBP	32.160	SHELL CANADA EN	25.00000000	BASE VIKING_ZONE
	SHELL CANADA EN				VERMILION RES	24.75000000	
100.00000000	SHELL CANADA EN						

Total Rental: 160.00

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
DEVELOPED		64.000	32.160		0.000	0.000

M01168	PNG	FH	Eff: Apr 18, 1944	63.150	C00843 B Yes	WI	TWP 26 RGE 5 W5M NE 15
Sub: A	WI		Exp: Apr 17, 1964	63.150	MANITOK	50.25000000	ALL PNG FROM TOP SURFACE TO
ACTIVE	MCDOUGALL		Ext: HBP	31.733	SHELL CANADA EN	25.00000000	BASE VIKING_ZONE
	SHELL CANADA EN				VERMILION RES	24.75000000	
100.00000000	SHELL CANADA EN						

Total Rental: 160.00

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
DEVELOPED		63.150	31.733		0.000	0.000

M01169	PNG	CR	Eff: Oct 11, 1966	26.840	C00843 B Yes	WI	TWP 26 RGE 5 W5M PTN S 15
Sub: A	WI		Exp: Oct 10, 1976	26.840	MANITOK	50.25000000	ALL PNG FROM TOP SURFACE TO
ACTIVE	9286		Ext: 15	13.487	SHELL CANADA EN	25.00000000	BASE VIKING_ZONE
	SHELL CANADA EN				VERMILION RES	24.75000000	
100.00000000	SHELL CANADA EN						

Total Rental: 93.94

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
DEVELOPED		26.840	13.487		0.000	0.000

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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

M01170	NG	FH	Eff: Mar 26, 1952	40.540	C00843 B Yes	WI	TWP 26 RGE 5 W5M PTN SW 15
Sub: A	WI		Exp: Mar 25, 2003	40.540	MANITOK	50.25000000	ALL NG FROM TOP SURFACE TO BASE
ACTIVE	CANADA TRUST		Ext: HBP	20.371	SHELL CANADA EN	25.00000000	VIKING_ZONE
	SHELL CANADA EN				VERMILION RES	24.75000000	
100.00000000	SHELL CANADA EN						

Total Rental: 100.13

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
DEVELOPED		40.540	20.371		0.000	0.000

M01175	PNG	FH	Eff: Aug 04, 1945	6.188	C00843 B Yes	WI	TWP 26 RGE 5 W5M PTN S 15
Sub: B	WI		Exp: Aug 03, 1955	6.188	MANITOK	50.25000000	ALL PNG FROM TOP SURFACE TO
ACTIVE	ENCANA CORPORAT		Ext: HBP	3.109	SHELL CANADA EN	25.00000000	BASE VIKING_ZONE
	SHELL CANADA EN				VERMILION RES	24.75000000	
100.00000000	SHELL CANADA EN						

Total Rental: 15.47

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
DEVELOPED		6.188	3.109		0.000	0.000

M01178	PNG	FH	Eff: Oct 01, 1945	54.920	C00843 B Yes	WI	TWP 26 RGE 5 W5M PTN SE 15
Sub: A	WI		Exp: Sep 30, 1955	54.920	MANITOK	50.25000000	ALL PNG FROM TOP SURFACE TO
ACTIVE	ENCANACORP		Ext: HBP	27.597	SHELL CANADA EN	25.00000000	BASE VIKING_ZONE
	SHELL CANADA EN				VERMILION RES	24.75000000	
100.00000000	SHELL CANADA EN						

Total Rental: 140.70

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
DEVELOPED		54.920	27.597		0.000	0.000

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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

M01178	PNG	FH	Eff: Oct 01, 1945	40.540	C00843 B Yes	WI	TWP 26 RGE 5 W5M PTN SW 15
Sub: B	WI		Exp: Sep 30, 1955	40.540	MANITOK	50.25000000	ALL PETROLEUM FROM TOP SURFACE
ACTIVE	ENCANACORP		Ext: HBP	20.371	SHELL CANADA EN	25.00000000	TO BASE VIKING_ZONE
	SHELL CANADA EN				VERMILION RES	24.75000000	
100.00000000	SHELL CANADA EN						

Total Rental: 101.13

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
DEVELOPED		40.540	20.371		0.000	0.000

M01139	PNG	CR	Eff: Mar 04, 1993	19.404		WI	TWP 26 RGE 5 W5M PTN S 17, NE 17
Sub: A	WI		Exp: Mar 03, 1998	19.404	MANITOK	100.00000000	ALL PNG FROM TOP SURFACE TO
ACTIVE	0693030179		Ext: 15	19.404			BASE VIKING_ZONE
	MANITOK				Total Rental:	67.91	
100.00000000	MANITOK						

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
DEVELOPED		19.404	19.404		0.000	0.000

M01140	NG	FH	Eff: Mar 12, 1992	200.176		WI	TWP 26 RGE 5 W5M PTN SEC 17
Sub: A	WI		Exp: Mar 11, 1993	200.176	MANITOK	100.00000000	ALL NG FROM TOP SURFACE TO BASE
ACTIVE	AB55-18,482		Ext: HBP	200.176			VIKING_ZONE
	MANITOK				Total Rental:	1000.88	
100.00000000	MANITOK						

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
DEVELOPED		200.176	200.176		0.000	0.000

M01278	NG	FH	Eff: Nov 02, 2016	42.000		ACQ WI	TWP 26 RGE 5 W5M PTN SE 17
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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)

M01278

Sub: A WI Exp: Nov 01, 2019 42.000 MANITOK 100.00000000 ALL NG
 ACTIVE FORSEVEN INC. 42.000
 MANITOK Total Rental: 91.00
 100.00000000 MANITOK

Status		Hectares	Net		Hectares	Net
DEVELOPED	Dev:	42.000	42.000	Undev:	0.000	0.000

M01172 PNG FH Eff: Oct 01, 1944 112.000 C00843 C Yes WI TWP 26 RGE 5 W5M SE 21, LSD 3,
 Sub: A WI Exp: Sep 30, 1965 112.000 MANITOK 75.00000000 LSD 6, LSD 11 SEC 21
 ACTIVE P. BURNS RES Ext: HBP 84.000 SHELL CANADA EN 25.00000000 ALL PNG FROM TOP SURFACE TO
 MANITOK BASE VIKING_ZONE
 100.00000000 SHELL CANADA EN Total Rental: 280.00

Status		Hectares	Net		Hectares	Net
DEVELOPED	Dev:	112.000	84.000	Undev:	0.000	0.000

M01173 PNG FH Eff: Apr 15, 1954 80.000 C00843 C Yes WI TWP 26 RGE 5 W5M LSD 4, LSD 5,
 Sub: A WI Exp: Apr 14, 2005 80.000 MANITOK 75.00000000 LSD 12, LSD 13, LSD 14 SEC 21
 ACTIVE P. BURNS RES Ext: HBP 60.000 SHELL CANADA EN 25.00000000 ALL PNG FROM TOP SURFACE TO
 MANITOK BASE VIKING_ZONE
 100.00000000 SHELL CANADA EN Total Rental: 200.00

Status		Hectares	Net		Hectares	Net
DEVELOPED	Dev:	80.000	60.000	Undev:	0.000	0.000

M01174 PNG FH Eff: Jun 21, 1944 32.000 C00843 C Yes WI TWP 26 RGE 5 W5M LSD 9, LSD 10

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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)

M01174							
Sub: A	WI	Exp: Jun 20, 1995	32.000	MANITOK		75.00000000	SEC 21
ACTIVE	PADDON & KOETSIEF	Ext: HBP	24.000	SHELL CANADA EN		25.00000000	ALL PNG FROM TOP SURFACE TO BASE VIKING_ZONE
	SHELL CANADA EN						
100.00000000	SHELL CANADA EN			Total Rental:	80.00		

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
DEVELOPED		32.000	24.000		0.000	0.000

M01171	PNG	FH	Eff: Dec 13, 1950	32.000	C00843 C Yes	WI	TWP 26 RGE 5 W5M LSD 15, LSD 16, SEC 21
Sub: A	WI	Exp: Dec 12, 1960	32.000	MANITOK		75.00000000	ALL PNG FROM TOP SURFACE TO BASE VIKING_ZONE
ACTIVE	PADDON & KOETSIEF	Ext: HBP	24.000	SHELL CANADA EN		25.00000000	
	SHELL CANADA EN						
100.00000000	SHELL CANADA EN			Total Rental:	80.00		

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
DEVELOPED		32.000	24.000		0.000	0.000

M01162	PNG	CR	Eff: May 25, 1945	0.000	C00841 A Yes	WI	TWP 26 RGE 5 W5M SEC 22
Sub: C	WI	Exp: May 24, 2044	0.000	MANITOK		33.50000000	ALL PNG FROM TOP SURFACE TO BASE VIKING_ZONE
ACTIVE	70998		0.000	SHELL CANADA EN		50.00000000	
	MANITOK			VERMILION RES		16.50000000	
100.00000000	SHELL CANADA EN			Total Rental:	0.00		

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
		0.000	0.000		0.000	0.000

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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

M01163	PNG	CR	Eff: Oct 12, 1958	64.000	C00841 A Yes	WI	TWP 26 RGE 5 W5M SW 22
Sub: A	WI		Exp: Oct 11, 1979	0.000	MANITOK	33.50000000	ALL PNG FROM TOP SURFACE TO
ACTIVE	116778		Ext: 15	0.000	SHELL CANADA EN	50.00000000	BASE VIKING_ZONE
	MANITOK				VERMILION RES	16.50000000	EXCL NG IN VIKING_ZONE
100.00000000	SHELL CANADA EN		Count Acreage =	No			

Total Rental: 0.00

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
		0.000	0.000		0.000	0.000

M01163	PNG	CR	Eff: Oct 12, 1958	64.000	C00841 A Yes	WI	TWP 26 RGE 5 W5M SW 22
Sub: B	WI		Exp: Oct 11, 1979	64.000	MANITOK	33.50000000	ALL NG IN VIKING_ZONE
ACTIVE	116778		Ext: 15	21.440	SHELL CANADA EN	50.00000000	
	MANITOK				VERMILION RES	16.50000000	
100.00000000	SHELL CANADA EN						

Total Rental: 224.00

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
DEVELOPED		64.000	21.440		0.000	0.000

M01138	LICENCE	CR	Eff: Sep 03, 1998	176.000	C00841 A Yes	WI	TWP 26 RGE 5 W5M LSD 1, LSD 7,
Sub: B	WI		Exp: Sep 02, 2003	176.000	MANITOK	33.50000000	LSD 8, SEC 22, N 22
ACTIVE	5598090069		Ext: 15	58.960	SHELL CANADA EN	50.00000000	ALL PNG FROM TOP SURFACE TO
	MANITOK				VERMILION RES	16.50000000	BASE VIKING_ZONE
100.00000000	SHELL CANADA EN						

Total Rental: 616.00

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
DEVELOPED		176.000	58.960		0.000	0.000

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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

M01164	PNG	CR	Eff: Mar 01, 1964	16.000	C00841 A Yes	WI	TWP 26 RGE 5 W5M LSD 2 SEC 22
Sub: A	WI		Exp: Feb 28, 1965	16.000	MANITOK	33.50000000	ALL PNG FROM TOP SURFACE TO
ACTIVE	2755		Ext: HBP	5.360	SHELL CANADA EN	50.00000000	BASE VIKING_ZONE
	MANITOK				VERMILION RES	16.50000000	
100.00000000	SHELL CANADA EN						

Total Rental: 56.00

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
DEVELOPED		16.000	5.360		0.000	0.000

M01142	PNG	FH	Eff: Dec 15, 1998	258.000	C00839 A Yes	WI	TWP 26 RGE 5 W5M SEC 23
Sub: A	WI		Exp: Dec 14, 1999	21.566	MANITOK	67.00000000	ALL PNG
ACTIVE	MCDougall, Elsie		Ext: HBP	14.449	VERMILION RES	33.00000000	
	MANITOK						
8.33400000	MANITOK						

Total Rental: 54.00

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
DEVELOPED		21.566	14.449		0.000	0.000

M01143	PNG	FH	Eff: Dec 16, 1998	258.800	C00839 A Yes	WI	TWP 26 RGE 5 W5M SEC 23
Sub: A	WI		Exp: Dec 15, 1999	43.133	MANITOK	67.00000000	ALL PNG
ACTIVE	920776 ALBERTA LTC		Ext: HBP	28.899	VERMILION RES	33.00000000	
	MANITOK						
16.66700000	MANITOK						

Total Rental: 107.00

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
DEVELOPED		43.133	28.899		0.000	0.000

M01144	PNG	FH	Eff: Dec 10, 1998	258.800	C00839 A Yes	WI	TWP 26 RGE 5 W5M SEC 23
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Area : WILDCAT HILLS

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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)

M01144

Sub: A WI Exp: Dec 09, 1999 42.666 MANITOK 67.00000000 ALL PNG
 ACTIVE COSTELLO MINERAL Ext: HBP 28.586 VERMILION RES 33.00000000
 MANITOK
 16.66700000 MANITOK Total Rental: 107.00

Status		Hectares	Net		Hectares	Net
DEVELOPED	Dev:	42.666	28.586	Undev:	0.000	0.000

M01145 PNG FH Eff: Dec 10, 1998 258.800 C00839 A Yes WI TWP 26 RGE 5 W5M SEC 23
 Sub: A WI Exp: Dec 09, 1999 43.133 MANITOK 67.00000000 ALL PNG
 ACTIVE COPITHORNE, THOM Ext: HBP 28.899 VERMILION RES 33.00000000
 MANITOK
 16.66700000 MANITOK Total Rental: 107.00

Status		Hectares	Net		Hectares	Net
DEVELOPED	Dev:	43.133	28.899	Undev:	0.000	0.000

M01146 PNG FH Eff: Feb 20, 1999 258.800 C00839 A Yes WI TWP 26 RGE 5 W5M SEC 23
 Sub: A WI Exp: Feb 19, 2000 42.668 MANITOK 67.00000000 ALL PNG
 ACTIVE MCDUGALL, DORIS Ext: HBP 28.588 VERMILION RES 33.00000000
 MANITOK
 16.66600000 MANITOK Total Rental: 107.00

Status		Hectares	Net		Hectares	Net
DEVELOPED	Dev:	42.668	28.588	Undev:	0.000	0.000

M01147 PNG FH Eff: Apr 12, 1999 258.000 C00839 A Yes WI TWP 26 RGE 5 W5M SEC 23

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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)

M01147

Sub: A	WI	Exp: Apr 11, 2000	21.566	MANITOK	67.00000000	ALL PNG
ACTIVE	POYSER, DANIEL	Ext: HBP	14.449	VERMILION RES	33.00000000	
	MANITOK					
8.33300000	MANITOK			Total Rental:	54.00	

Status		Hectares	Net		Hectares	Net
DEVELOPED	Dev:	21.566	14.449	Undev:	0.000	0.000

M01294	PNG	FH	Eff: Dec 14, 2016	32.350		ACQ WI	TWP 26 RGE 5 W5M NE 27
Sub: A	WI		Exp: Dec 13, 2019	32.350	MANITOK	100.00000000	ALL PNG
ACTIVE	APOSTOLIC			32.350			
	MANITOK			Total Rental:	80.00		
50.00000000	MANITOK						

Status		Hectares	Net		Hectares	Net
DEVELOPED	Dev:	32.350	32.350	Undev:	0.000	0.000

M01295	PNG	FH	Eff: Jan 04, 2017	32.350		ACQ WI	TWP 26 RGE 5 W5M NE 27
Sub: A	WI		Exp: Jan 03, 2020	32.350	MANITOK	100.00000000	ALL PNG
ACTIVE	CATHOLIC			32.350			(EXCL COAL)
	MANITOK			Total Rental:	80.00		
50.00000000	MANITOK						

Status		Hectares	Net		Hectares	Net
DEVELOPED	Dev:	32.350	32.350	Undev:	0.000	0.000

M01148	PNG	CR	Eff: Jun 18, 1973	256.000	C00840 B Yes	WI	TWP 26 RGE 5 W5M SEC 28
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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)

M01148							
Sub: A	WI		Exp: Jun 17, 1983	256.000	MANITOK	67.00000000	ALL PNG FROM TOP SURFACE TO
ACTIVE	31806		Ext: 15	171.520	VERMILION RES	33.00000000	BASE VIKING_ZONE
	MANITOK						(EXCL 100/07-28-026-05W5/00
100.00000000	SHELL CANADA EN						PENALTY WELL)
				Total Rental:	896.00		

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
DEVELOPED		256.000	171.520		0.000	0.000

M01148	PNG	CR	Eff: Jun 18, 1973	0.000	C00840 A Yes	BPEN	TWP 26 RGE 5 W5M SEC 28
Sub: B	WI		Exp: Jun 17, 1983	0.000	MANITOK	100.00000000	(100/07-28-026-05W5/00 PENALTY
ACTIVE	31806		Ext: 15	0.000	VERMILION RES		WELL)
	MANITOK						
100.00000000	SHELL CANADA EN	Count Acreage =	No		Total Rental:	0.00	

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
		0.000	0.000		0.000	0.000

M01165	PNG	CR	Eff: Jun 18, 1973	256.000	C00843 A Yes	WI	TWP 26 RGE 5 W5M SEC 29
Sub: A	WI		Exp: Jun 17, 1983	256.000	MANITOK	67.00000000	ALL PNG FROM TOP SURFACE TO
ACTIVE	31807		Ext: 15	171.520	VERMILION RES	33.00000000	BASE VIKING_ZONE
	MANITOK						
100.00000000	SHELL CANADA EN				Total Rental:	896.00	

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
DEVELOPED		256.000	171.520		0.000	0.000

M01166	NG	FH	Eff: Nov 19, 1991	253.108	C00841 B Yes	WI	TWP 26 RGE 5 W5M SEC 33
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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)

M01166							
Sub: A	WI	Exp: Nov 18, 1993	253.108	MANITOK		33.50000000	ALL NG FROM TOP SURFACE TO BASE VIKING_ZONE (EXCEPTING THEREOUT THE ROADWAY ALLOWANCE AS SHOWN ON PLAN 2477K CONTAINING SW 2.06 ACRES AND NW 5,17 ACRES)
ACTIVE	SHELL CANADA MANITOK	Ext: HBP	84.791	SHELL CANADA EN VERMILION RES		50.00000000 16.50000000	
100.00000000	SHELL CANADA EN						
				Total Rental:	0.00		
	Status		Hectares	Net		Hectares	Net
	DEVELOPED	Dev:	253.108	84.791	Undev:	0.000	0.000

M01176	NGL	FH	Eff: Oct 21, 2000	2.892	C00841 B Yes	WI	TWP 26 RGE 5 W5M W 33
Sub: A	WI	Exp: Oct 20, 2001	2.892	MANITOK		33.50000000	ALL NG FROM TOP SURFACE TO BASE VIKING_ZONE
ACTIVE	ENCANACORP MANITOK	Ext: HBP	0.969	SHELL CANADA EN VERMILION RES		50.00000000 16.50000000	
100.00000000	SHELL CANADA EN						
				Total Rental:	36.15		
	Status		Hectares	Net		Hectares	Net
	DEVELOPED	Dev:	2.892	0.969	Undev:	0.000	0.000

M01149	PNG	CR	Eff: Nov 10, 1997	256.000	C00839 C Yes	WI	TWP 26 RGE 5 W5M SEC 34
Sub: A	WI	Exp: Oct 29, 2002	256.000	MANITOK		67.00000000	ALL PNG FROM TOP SURFACE TO BASE VIKING_ZONE
ACTIVE	0697100793 MANITOK	Ext: 15	171.520	VERMILION RES		33.00000000	
100.00000000	MANITOK						
				Total Rental:	896.00		
	Status		Hectares	Net		Hectares	Net
	DEVELOPED	Dev:	256.000	171.520	Undev:	0.000	0.000

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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

M01279	PNG	FH	Eff: Dec 28, 2016	21.338		ACQ WI	TWP 27 RGE 5 W5M NW 3
Sub: A	WI		Exp: Dec 27, 2018	21.338	MANITOK	100.00000000	ALL M&M
ACTIVE	COMPUTERSHARE			21.338			EXCL COAL
	MANITOK				Total Rental:	53.50	
33.34000000	MANITOK						

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
DEVELOPED		21.338	21.338		0.000	0.000

M01280	PNG	FH	Eff: Nov 02, 2016	21.331		ACQ WI	TWP 27 RGE 5 W5M W 3
Sub: A	WI		Exp: Nov 01, 2019	21.331	MANITOK	100.00000000	ALL PNG
ACTIVE	812758			21.331			(EXCL COAL)
	MANITOK				Total Rental:	107.00	
33.33000000	MANITOK						

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
DEVELOPED		21.331	21.331		0.000	0.000

M01281	PNG	FH	Eff: Nov 07, 2016	21.331		ACQ WI	TWP 27 RGE 5 W5M W 3
Sub: A	WI		Exp: Nov 06, 2019	21.331	MANITOK	100.00000000	ALL M&M
ACTIVE	845474			21.331			EXCL COAL
	MANITOK				Total Rental:	107.00	
33.33000000	MANITOK						

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
DEVELOPED		21.331	21.331		0.000	0.000

M01282	PNG	FH	Eff: Nov 07, 2016	66.084		ACQ WI	TWP 27 RGE 5 W5M SE 3
Sub: A	WI		Exp: Nov 06, 2019	66.084	MANITOK	100.00000000	ALL M&M

Report Date: Nov 27, 2018

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REPORTED IN HECTARES

MANITOK ENERGY. INC. Mineral Property Report

Province: ALBERTA

Area : WILDCAT HILLS

OTHER AREA ASSETS (NOV 27, 2018)

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

(cont'd)

M01282

Sub: A

ACTIVE OTTO, M.
MANITOK
100.00000000 MANITOK

66.084

Total Rental: 160.00

EXCL COAL

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
DEVELOPED		66.084	66.084		0.000	0.000

M01283

Sub: A

ACTIVE PNG FH
WI
KERFOOT, A.C.
MANITOK
100.00000000 MANITOK

Eff: Oct 31, 2016

Exp: Oct 30, 2019

64.000

64.000

64.000

Total Rental: 160.00

ACQ WI

100.00000000

TWP 27 RGE 5 W5M NE 3

ALL M&M

EXCL COAL

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
DEVELOPED		64.000	64.000		0.000	0.000

M01296

Sub: A

ACTIVE PNG FH
WI
COMPUTERSHARE
MANITOK
33.34000000 MANITOK

Eff: Dec 28, 2016

Exp: Dec 27, 2018

22.004

22.004

22.004

Total Rental: 53.50

WI

100.00000000

TWP 27 RGE 5 W5M SW 3

ALL PNG

(EXCL COAL)

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
DEVELOPED		22.004	22.004		0.000	0.000

M01155

PNG

CR

Eff: Nov 10, 1997

256.000

C00839 D Yes

WI

TWP 27 RGE 5 W5M SEC 4

Report Date: Nov 27, 2018

Page Number: 67

REPORTED IN HECTARES

MANITOK ENERGY. INC. Mineral Property Report

Province: ALBERTA

Area : WILDCAT HILLS

OTHER AREA ASSETS (NOV 27, 2018)

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

(cont'd)

M01155							
Sub: A	WI	Exp: Nov 09, 2002	256.000	MANITOK		67.00000000	ALL PNG FROM TOP SURFACE TO
ACTIVE	0697100794	Ext: 15	171.520	VERMILION RES		33.00000000	BASE MANNVILLE
	MANITOK						
100.00000000	MANITOK			Total Rental:	896.00		

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
DEVELOPED		256.000	171.520		0.000	0.000

M01158	NG	FH	Eff: Mar 27, 1999	194.250	C00839 E Yes	WI	TWP 27 RGE 5 W5M N 9, SE 9
Sub: A	WI	Exp: Mar 26, 2000	194.250	MANITOK		67.00000000	ALL NG FROM TOP SURFACE TO BASE
ACTIVE	AB55-21745	Ext: HBP	130.148	VERMILION RES		33.00000000	VIKING_ZONE
	MANITOK						
100.00000000	MANITOK			Total Rental:	2400.00		

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
DEVELOPED		194.250	130.148		0.000	0.000

M01284	NG	FH	Eff: Dec 28, 2016	21.571	C00839 F Yes	WI	TWP 27 RGE 5 W5M SW 9
Sub: A	WI	Exp: Dec 27, 2018	21.571	MANITOK		67.00000000	ALL NG
ACTIVE	COMPUTERSHARE		14.453	VERMILION RES		33.00000000	
	MANITOK						
33.34000000	MANITOK			Total Rental:	53.00		

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
DEVELOPED		21.571	14.453		0.000	0.000

M01285	NG	FH	Eff: Nov 02, 2016	21.565	C00839 F Yes	WI	TWP 27 RGE 5 W5M SW 9
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REPORTED IN HECTARES

MANITOK ENERGY. INC. Mineral Property Report

Province: ALBERTA
Area : WILDCAT HILLS

OTHER AREA ASSETS (NOV 27, 2018)

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

(cont'd)

M01285							
Sub: A	WI		Exp: Nov 01, 2019	21.565	MANITOK	67.00000000	ALL NG
ACTIVE	812758			14.449	VERMILION RES	33.00000000	
	MANITOK						
33.33000000	MANITOK				Total Rental: 53.00		
	Status		Hectares	Net		Hectares	Net
	DEVELOPED	Dev:	21.565	14.449	Undev:	0.000	0.000

M01286	NG	FH	Eff: Nov 07, 2016	21.565	C00839 F Yes	WI	TWP 27 RGE 5 W5M SW 9
Sub: A	WI		Exp: Nov 06, 2019	21.565	MANITOK	67.00000000	ALL NG
ACTIVE	845474			14.449	VERMILION RES	33.00000000	
	MANITOK						
33.33000000	MANITOK				Total Rental: 54.00		
	Status		Hectares	Net		Hectares	Net
	DEVELOPED	Dev:	21.565	14.449	Undev:	0.000	0.000

M01160	PNG	CR	Eff: Mar 18, 1999	64.000	C00839 D Yes	WI	TWP 27 RGE 5 W5M SE 21
Sub: A	WI		Exp: Mar 17, 2004	64.000	MANITOK	67.00000000	ALL PNG FROM TOP SURFACE TO
ACTIVE	0699030544		Ext: 15	42.880	VERMILION RES	33.00000000	BASE MANNVILLE
	MANITOK						
100.00000000	MANITOK				Total Rental: 224.00		
	Status		Hectares	Net		Hectares	Net
	DEVELOPED	Dev:	64.000	42.880	Undev:	0.000	0.000

M01161	NG	FH	Eff: Jul 14, 1999	194.250	C00839 E Yes	WI	TWP 27 RGE 5 W5M N 21, SW 21
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REPORTED IN HECTARES

MANITOK ENERGY. INC. Mineral Property Report

Province: ALBERTA

Area : WILDCAT HILLS

OTHER AREA ASSETS (NOV 27, 2018)

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

(cont'd)

M01161							
Sub: A	WI	Exp: Jul 13, 2000	194.250	MANITOK		67.00000000	ALL NG FROM TOP SURFACE TO BASE
ACTIVE	PRAIRIESKY	Ext: HBP	130.148	VERMILION RES		33.00000000	VIKING_ZONE
	MANITOK						
100.00000000	MANITOK			Total Rental:	2400.00		

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
DEVELOPED		194.250	130.148		0.000	0.000

M01120	PNG	CR	Eff: Apr 02, 1992	256.000	C00839 B Yes	WI	TWP 27 RGE 5 W5M SEC 36
Sub: A	WI		Exp: Apr 01, 1997	256.000	MANITOK	67.00000000	ALL PNG FROM TOP SURFACE TO
ACTIVE	0692040390		Ext: 15	171.520	VERMILION RES	33.00000000	BASE CARDIUM
	MANITOK						
100.00000000	MANITOK			Total Rental:	896.00		

Status	Dev:	Hectares	Net	Undev:	Hectares	Net
DEVELOPED		256.000	171.520		0.000	0.000

Report Date: Nov 27, 2018

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REPORTED IN HECTARES

MANITOK ENERGY. INC. Mineral Property Report

Province: ALBERTA

Area : WILDCAT HILLS

OTHER AREA ASSETS (NOV 27, 2018)

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code		
File Status	Int Type / Lse No/Name		Gross					
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held	
Area Total:		Total Gross:	3,814.955	Total Net:	2,468.802			
		Dev Gross:	3,814.955	Dev Net:	2,468.802	Undev Gross :	0.000	Undev Net : 0.000
Province Total:		Total Gross:	33,080.255	Total Net:	18,595.915			
		Dev Gross:	7,575.355	Dev Net:	4,459.339	Undev Gross :	25,504.900	Undev Net : 14,136.576
Report Total:		Total Gross:	33,080.255	Total Net:	18,595.915			
		Dev Gross:	7,575.355	Dev Net:	4,459.339	Undev Gross :	25,504.900	Undev Net : 14,136.576

** End of Report **

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

A. Wells

See the attached.

Base Areas - Well List

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

Base Areas - Well List

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

Base Areas - Well List

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

Base Areas - Well List

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

Base Areas - Well List

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

Base Areas - Well List

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

Other Areas - Well List

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

Other Areas - Well List

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

GOR Well List

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

B. Facilities

See the attached.

Base Areas - Facility List

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

Other Areas - Facility List

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

C. Pipelines

See the attached.

Base Areas - Pipeline List

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

Base Areas - Pipeline List

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

Base Areas - Pipeline List

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

Base Areas - Pipeline List

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

Base Areas - Pipeline List

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

Other Areas - Pipeline List

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

D. Stream Assets

Stolberg oil battery located at LSD 042-15-W5M

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

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

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

Stolberg oil battery located at LSD 042-15-W5M

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

Wayne oil battery located at LSD 028-21-W4M

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

Wayne Single well oil battery's which include:

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

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

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

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

RIGHTS OF FIRST REFUSAL

See the attached.

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

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

GENERAL CONVEYANCE

THIS GENERAL CONVEYANCE made as of this ____ day of _____, 2018.

BETWEEN:

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

- and -

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

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

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

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

1. Definitions

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

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

2. Conveyance

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

3. Subordinate Document

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

4. No Merger

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

5. Governing Law

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

6. Enurement

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

7. Further Assurances

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

8. Counterpart Execution

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

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

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

TANTALUS ENERGY CORP.

Per: _____
Name:
Title:

Per: _____
Name:
Title:

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

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

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

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

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

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

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

IN WITNESS WHEREOF I have executed this Certificate this ____ day of _____, 2018.

[Name of Vendor/Purchaser]

Per: _____

Name: _____

Title: _____

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

COURT ORDER

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

DATE ON WHICH ORDER WAS PRONOUNCED: ●, 2018

LOCATION WHERE ORDER WAS PRONOUNCED: Calgary Courts Centre

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

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

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

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

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

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

APPROVAL OF TRANSACTIONS

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

VESTING OF PROPERTY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

17. Notwithstanding:

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

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

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

LICENSE TRANSFER PROCESS

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

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

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

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

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

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

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

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

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

MISCELLANEOUS MATTERS

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

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

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

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

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

J.C.Q.B.A.

Schedule "A"

Form of Receiver's Certificate

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

RECITALS

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

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

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

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

THE RECEIVER CERTIFIES the following:

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

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

Name:
Title:

Schedule "B"

Permitted Encumbrances

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

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

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

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

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

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

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

Schedule "C"

Purchased Assets

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

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

Schedule "D"

Registrations

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

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

Allocation of Purchase Price

Asset		Amount Allocated
Petroleum and Natural Gas Rights		██████████
Tangibles		
Stream Assets	██████████	
Other Tangibles	██████████	
Sub-total		██████████
Miscellaneous Interests		██████████
Office Assets		██████████
Total		██████████

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

Excluded Contracts

See the attached.

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

THE FOLLOWING COMPRISES SCHEDULE "1" ATTACHED TO AND FORMING PART OF A PURCHASE AND SALE AGREEMENT DATED THE 23RD DAY OF NOVEMBER, 2018 BETWEEN ALVAREZ & MARSAL CANADA INC., solely in its capacity as receiver and manager of MANITOK ENERGY INC., and not in its personal or corporate capacity, and TANTALUS ENERGY CORP.

A. 

See the attached.

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



See the attached.

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

Form of ROFR Escrow Agreement

See the attached.

ROFR ESCROW AGREEMENT

THIS AGREEMENT is made effective as of the ____ day of _____, 2018.

AMONG:

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

- and -

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

- and -

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

RECITALS:

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

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

ARTICLE 1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

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

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

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

1.2 **Headings**

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

1.3 **Interpretation Not Affected by Headings**

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

1.4 **Included Words**

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

1.5 **Business Day**

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

1.6 **Schedules**

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

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

**ARTICLE 2
APPOINTMENT OF ESCROW AGENT**

2.1 **Appointment of Escrow Agent**

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

2.2 **Acceptance of Appointment**

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

**ARTICLE 3
DEPOSIT IN ESCROW**

3.1 **Deposit in Escrow**

The Escrow Agent hereby acknowledges receipt of:

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

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

**ARTICLE 4
ROFR ESCROW ASSETS**

4.1 **Operation of Escrow**

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

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

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

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

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

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

- (ii) as the context requires:

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

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

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

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

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

- (ii) as the context requires:

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

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

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

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

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

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

4.3 Deemed Closing

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

ARTICLE 5 CONCERNING THE ESCROW AGENT

5.1 Duties, and Liability and Indemnification of Escrow Agent

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

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

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

5.2 Resignation of the Escrow Agent

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

5.3 Actions Instituted by Escrow Agent

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

5.4 Acknowledgement Respecting the Escrow Agent

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

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

5.5 Compliance with Orders

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

ARTICLE 6 OTHER MATTERS

6.1 Governing Law

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

6.2 Enurement

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

6.3 Amendment/Waiver

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

6.4 Assignment

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

6.5 Notices

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

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

With a copy to: Norton Rose Fulbright Canada LLP
3700, 400 - 3rd Avenue S.W.
Calgary AB T2P 4H2
Attention: Howard Gorman, Q.C.
Fax: (403) 264-5973
Email: Howard.Gorman@nortonrosefulbright.com

(b) If to the Purchaser: Tantalus Energy Corp.
1510, 555 – 4th Avenue SW
Calgary, AB T2P 3E7
Attention: Brad Golinowski
Email: bg@tantalusenergy.com

With a copy to: Gowling WLG (Canada) LLP
Suite 1600, 421 7th Avenue SW
Calgary AB T2P 4K9
Attention: Tom Cumming
Fax: (403) 695 3538
Email: tom.cumming@gowlingwlg.com

(c) If to the Escrow Agent: Norton Rose Fulbright Canada LLP
3700, 400 - 3rd Avenue S.W.
Calgary AB T2P 4H2
Attention: Howard Gorman, Q.C.
Fax: (403) 264-5973
Email: Howard.Gorman@nortonrosefulbright.com

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

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

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

6.6 Counterpart and Facsimile

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

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

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

TANTALUS ENERGY CORP.

Per: _____
Name:
Title:

Per: _____
Name:
Title:

Per: _____
Name:
Title:

NORTON ROSE FULBRIGHT CANADA LLP

Per: _____
Name:
Title:

This is Schedule “A” to the ROFR Escrow Agreement made [●], 2018 among ALVAREZ & MARSAL CANADA INC., solely in its capacity as the receiver and manager of MANITOK ENERGY INC., and not in its personal or corporate capacity, TANTALUS ENERGY CORP. and NORTON ROSE FULBRIGHT CANADA LLP, AS ESCROW AGENT

UNEXPIRED ROFRS, ROFR ACTIONS, AND ALLOCATION OF ESCROW AMOUNT/PURCHASE PRICE

This is Schedule “B” to the ROFR Escrow Agreement made [●], 2018 among ALVAREZ & MARSAL CANADA INC., solely in its capacity as the receiver and manager of MANITOK ENERGY INC., and not in its personal or corporate capacity, TANTALUS ENERGY CORP. and NORTON ROSE FULBRIGHT CANADA LLP, AS ESCROW AGENT

FORM OF JOINT INSTRUCTION

JOINT INSTRUCTION

TO: Norton Rose Fulbright Canada LLP
Suite 3700, 400 – 3rd Avenue SW
Calgary, AB T2P 4H2
Attention: Howard Gorman, Q.C.

RE: **ROFR Escrow Agreement dated as of [●], 2018 among Vendor, Purchaser, and Escrow Agent (the “ROFR Escrow Agreement”)**

All capitalized terms used herein will have the meaning ascribed to such terms in the ROFR Escrow Agreement (including those capitalized terms which, as set forth therein, are defined in the Sale Agreement).

The undersigned hereby unconditionally and irrevocably direct you as Escrow Agent, in accordance with the ROFR Escrow Agreement, that the conditions have been fulfilled or waived which relate to the Affected Assets set forth in Exhibit “A” hereto and that the appropriate ROFR Conveyances and Escrow Amount as set forth in Exhibit “A” are to be released in accordance with Section 4.1[(a)/(b)/(c)] of the ROFR Escrow Agreement and upon such release the Escrow Agent is discharged as Escrow Agent relating thereto.

This Joint Instruction may be executed and delivered by facsimile or other electronic means and in any number of counterparts and each such counterpart shall be deemed to be an original document, but all such counterparts together shall constitute one and the same document.

DATED this [●] day of [●], [●].

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

TANTALUS ENERGY CORP.

Per: _____
Name:
Title:

Per: _____
Name:
Title:

Exhibit "A"

Affected Assets

Affected Assets	ROFR Conveyances	Escrow Amount
[●]	[●]	[●]
[●]	[●]	[●]
[●]	[●]	[●]

APPENDIX B

Amending Agreement (Manitok PSA)

WAIVER AND AMENDING AGREEMENT

THIS WAIVER AND AMENDING AGREEMENT is made effective the 14th day of December, 2018.

BETWEEN:

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

- and -

TANTALUS ENERGY CORP., a corporation incorporated under the laws of the Province of Alberta (hereinafter referred to as "**Purchaser**" and collectively with Vendor, the "**Parties**", and each, a "**Party**")

WHEREAS:

- A. Vendor and Purchaser entered into a Purchase and Sale Agreement dated November 23, 2018 (the "**Sale Agreement**") pursuant to which Vendor agreed to sell the Assets to Purchaser pursuant to the terms and conditions set out in the Sale Agreement.
- B. Vendor and Purchaser desire to amend the Sale Agreement on the terms and conditions herein contained.
- C. Vendor and Purchaser desire to acknowledge the waiver by Purchaser of certain conditions contained in the Sale Agreement.

NOW THEREFORE, in consideration of the recitals and the mutual covenants and agreements set forth in this Amending Agreement and for such other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. **Definitions.** Unless otherwise specified herein or the context otherwise requires, capitalized terms utilized herein, including the recitals hereof, will have the meanings given to them in the Sale Agreement.
2. **Amendment to the Sale Agreement.** Effective as of November 23, 2018, the Parties hereby agree that the Sale Agreement is hereby amended as follows:
 - (a) section 1.1 (n) shall be amended to delete "December 14, 2018" and replace it with "January 25, 2019";
 - (b) section 1.1(uu) shall be amended to add the following to the definition of "Permitted Encumbrances":

“(xxi) a security interest in favour of Rocky Mountain GTL registered in the Personal Property Registry of Alberta as registration number 18013022132 on January 30, 2018 in respect of Carseland Sales Line, license 57939, segment 5 from 16-21-022-25-W4 to 01-29-022-26-W4 and all other tangible depreciable property and assets used, or intended to be used, solely in connection therewith and all property and assets related thereto;”
 - (c) section 3.2 shall be amended to delete "December 15, 2018" and replace it with "January 25, 2019";

(d) the following Leases shall be deleted from Schedule "A" and, for greater certainty, do not form part of the Assets:

- (i) Crown Licence #5517010140 dated January 12, 2017,
- (ii) Crown Agreement #119151 dated January 25, 1960,
- (iii) Crown Agreement #121928 dated October 31, 1960,
- (iv) Crown Lease #0610080562 dated August 19, 2010, and

Pages 23 to 37 of the Mineral Property Report appended to Schedule "A" of the Sale Agreement are hereby replaced with the pages appended hereto in Appendix A;

(e) the following pipelines shall be added to Schedule "B" of the Sale Agreement and for greater certainty, form part of the Assets:

- (i) a pipeline in the Rockyford area, license no. 57272-1, from location 16-17-023-23W4 (well) to location 09-08-23-23W4 (satellite), licensed to Manitoak, diameter 88.9, length 1.6km, and
- (ii) a pipeline in the Rockyford area, license no. 57272-2, from location 16-17-023-23W4 (pipeline) to location 09-08-23-23W4 (pipeline), licensed to Manitoak, diameter 88.9, length 2.06km;

(f) the following wells and pipelines shall be deleted from Schedule "B" of the Sale Agreement and for greater certainty, do not form part of the Assets:

- (i) a well in the Carseland area, license no. 0278778, CPA Pretty Well ID 100/13-11-022-25W4/00, identified as MNK HERRON 13-11-22-25, surface location 14-11-022-25W4,
- (ii) a well in the Wildcat Hills area, license no. 0155130, CPA Pretty Well ID 100/08-17-026-05W5/00, identified as MNK WCATH 8-17-26-5, surface location 02-17-026-05W5, producing zone VKNS,
- (iii) a pipeline in the Wayne area, license no. 27754-28, from location 06-09-029-21W4 (well) to location 12-34-028-21W4 (well), licensed to Manitoak, diameter 114.3 mm, length 1 km,
- (iv) a pipeline in the Wayne area, license no. 27754-30, from location 15-27-028-21W4 (blind end) to location 09-27-028-21W4 (satellite), licensed to Manitoak, diameter 114.3 mm, length 3 km,
- (v) a pipeline in the Wayne area, license no. 27754-36, from location 06-09-029-21W4 (well) to location 06-09-029-21W4 (pipeline), licensed to Manitoak, diameter 114.3 mm, length 0.13 km,
- (vi) a pipeline in the Wayne area, license no. 27754-39, from location 06-09-029-21W4 (well) to location 12-34-028-21W4 (satellite), licensed to Manitoak, diameter 168.3 mm, length 3.14 km, and
- (vii) a pipeline in the Wayne area, license no. 57273-15, from location 09-27-028-21W4 (pipeline) to location 15-27-028-21W4 (satellite), licensed to Manitoak, diameter 60.3 mm, length 0.4 km, and

- (g) Schedule "H" of the Sale Agreement is hereby amended and restated and is replaced by Schedule "H" appended hereto as Appendix B.
3. **Waiver.** The Purchaser acknowledges and agrees that the Purchaser's condition in section 3.3(b) of the Sale Agreement is hereby waived as of the date of this Waiver and Amending Agreement.
 4. **Caveats.** Notwithstanding the waiver in section 3 hereto, the Vendor shall cooperate with the Purchaser in the Purchaser's preparation of any caveats to be registered in relation to the Assets, and agrees to submit same for registration with Land Titles within two (2) Business Days of receipt of confirmation from Land Titles of the registration of the Appointment Order. The corresponding costs in relation to the preparation and registration of such caveats, shall be borne equally between Vendor and Purchaser. Vendor shall have no further obligations with respect to such caveats once same have been submitted for registration with Land Titles.
 5. **Headings.** The headings used in this Waiver and Amending Agreement are inserted for convenience of reference only and shall not affect the construction or interpretation of this Amending Agreement.
 6. **Severability.** If any term or other provision of this Waiver and Amending Agreement is invalid, illegal or incapable of being enforced under any applicable law, such provision shall be ineffective only to the extent of such invalidity, illegality or unenforceability and all other conditions and provisions of this Waiver and Amending Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby, taken as a whole, is not affected thereby in a materially adverse manner with respect to either party hereto.
 7. **Amendment or Waiver.** This Waiver and Amending Agreement may be amended, modified, supplemented, restated or discharged (and the provisions hereof may be waived) only by one or more instruments in writing signed by the Party against whom enforcement of the amendment, modification, supplement, restatement, discharge or waiver is sought.
 8. **Further Assurances.** The Parties shall take such further reasonable actions and shall execute, acknowledge and deliver all such further documents that are reasonably necessary or appropriate to consummate the transactions contemplated hereby.
 9. **Governing Law.** This Waiver and Amending Agreement shall in all respect be subject to and be interpreted, construed and enforced in accordance with the laws in effect in the Province of Alberta and the federal laws of Canada applicable therein. The Parties irrevocably attorn and submit to the jurisdiction of the courts of the Province of Alberta and courts of appeal therefrom in respect of all matters arising out of this Agreement.
 10. **Amendments and Supplements.** Any reference herein to this Waiver and Amending Agreement shall be deemed to include reference to the same as it may be amended, modified and supplemented from time to time.
 11. **Enurement.** This Waiver and Amending Agreement shall be binding upon and enure to the benefit of the Parties and their respective successors and permitted assigns.
 12. **Continuing Effect.** Each of the Parties acknowledges and agrees that the Sale Agreement, as amended by this Waiver and Amending Agreement, shall be and continue in full force and effect and is hereby confirmed, and the rights and obligations of the Parties thereunder shall not be affected or prejudiced in any manner except as specifically provided for herein.

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

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

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

TANTALUS ENERGY CORP.



Per: _____
Name: Orest Konowalchuk, LIT
Title: Senior Vice President

Per: _____
Title: _____

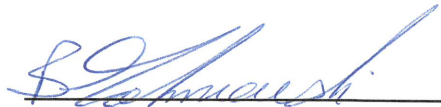
13. **Counterpart Execution.** This Waiver and Amending Agreement may be executed and delivered in counterpart and transmitted by facsimile or other electronic means and all such executed counterparts, including electronically transmitted copies of such counterparts, shall together constitute one and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

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

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

TANTALUS ENERGY CORP.

Per: _____
Name: Orest Konowalchuk, LIT
Title: Senior Vice President

Per: 
Title: Brad Golinaowski
Director

**APPENDIX A ATTACHED TO THE WAIVER AND AMENDING AGREEMENT MADE EFFECTIVE THE
14TH DAY OF DECEMBER, 2018 BETWEEN ALVAREZ & MARSAL CANADA INC., SOLELY IN ITS
CAPACITY AS THE RECEIVER AND MANAGER OF MANITOK ENERGY INC., AND TANTALUS
ENERGY CORP.**

See the attached fifteen (15) pages.

MANITOK ENERGY . INC.
Mineral Property Report

REPORTED IN HECTARES

Province: ALBERTA
 Area : CORDEL/STOLBERG

BASE AREA ASSETS (NOV 27, 2018)

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

(cont'd)

M00569
 Sub: D UNDEVELOPED Dev: 0.000 0.000 Undev: 128.000 6.400

~~M00575 LIENCE CR Eff: Jan 12, 2017 256.000 WI
 Sub: A WI Exp: Jan 11, 2022 256.000 MANITOK 100.000000000
 ACTIVE 5517010140 256.000
 MANITOK
 100.000000000 MANITOK
 Total Rental: 896.00
 TWP 41 RGE 14 W5M SEC 12
 ALL PNG TO BASE TRIASSIC;
 ALL PNG BELOW BASE RUNDLE_GROUP~~

REMOVED

Status
 UNDEVELOPED Dev: 0.000 0.000 Undev: 256.000 256.000

M00569 PNG CR Eff: Apr 27, 1971 128.000 C00309 C No WI
 Sub: C WI Exp: Apr 26, 1981 128.000 MANITOK 5.000000000
 ACTIVE 24492 Ext: 15 6.400 CANLIN 50.000000000
 MANITOK IKKUMA 40.416700000
 100.000000000 CANLIN TAQA NORT 4.583300000

Total Rental: 448.00

Status
 UNDEVELOPED Dev: 0.000 0.000 Undev: 128.000 6.400

M00569 PNG CR Eff: Apr 27, 1971 128.000 C00309 E No WI
 Sub: E WI Exp: Apr 26, 1981 128.000 MANITOK 5.000000000
 ACTIVE 24492 Ext: 15 6.400 CANLIN 50.000000000
 MANITOK BRIKO 40.416700000
 100.000000000 CANLIN TAQA NORT 4.583300000

Report Date: Nov 27, 2018
 Page Number: 24

MANITOK ENERGY, INC.
Mineral Property Report

REPORTED IN HECTARES

Province: ALBERTA
 Area : CORDEL/STOLBERG

BASE AREA ASSETS (NOV 27, 2018)

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

(cont'd)

M00569
 Sub: E

Total Rental: 448.00

Status	Hectares	Net	Hectares	Net
UNDEVELOPED	0.000	0.000	128.000	6.400

M00567	PNG	CR	Eff: Apr 27, 1971	256.000	C00197	C	Yes	WI	TWP 41 RGE 14 W5M SEC 15
Sub: A	WI - TRUST	24827	Exp: Apr 26, 1981	256.000	MANITOK			22.40088000	ALL PNG FROM BASE CARDIUM TO
ACTIVE	MANITOK	24827	Ext: 15	186.692	CNRL			5.49714800	BASE MANNVILLE
100.00000000	IKKUMA	MANITOK			TAQA NORT			19.94130700	
		IKKUMA			IKKUMA			1.63500000	
		NUVISTA ENERGY			NUVISTA ENERGY		*	50.52566500	
		MANITOK			MANITOK		*		

Total Rental: 896.00

Status	Hectares	Net	Hectares	Net
UNDEVELOPED	0.000	0.000	256.000	186.692

M00567	PNG	CR	Eff: Apr 27, 1971	0.000	C00197	H	Yes	WI	TWP 41 RGE 14 W5M SEC 15
Sub: B	WI - TRUST	24827	Exp: Apr 26, 1981	0.000	MANITOK			23.68588000	ALL PNG FROM TOP SURFACE TO
ACTIVE	MANITOK	24827	Ext: 15	0.000	CNRL			5.49714800	BASE CARDIUM
100.00000000	IKKUMA	MANITOK			TAQA NORT			20.29130700	
		IKKUMA			IKKUMA		*	50.52566500	
		MANITOK			MANITOK		*		

Total Rental: 0.00

REPORTED IN HECTARES

MANITOK ENERGY, INC.
Mineral Property Report

Province: ALBERTA
 Area : CORDELSTOLBERG

BASE AREA ASSETS (NOV 27, 2018)

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

(cont'd)

M00567
 Sub: B

Status: UNDEVELOPED
 Dev: 0.000 Hectares
 Net: 0.000
 Undev: 0.000 Hectares
 Net: 0.000

M00568
 Sub: A
 ACTIVE
 100.00000000

PNG CR Eff: Apr 27, 1971
 WI - TRUST Exp: Apr 26, 1981
 24828 Ext: 15
 MANITOK
 IKKUMA
 HUSKY
 MANITOK

128.000 C00197 D Yes WI
 128.000 MANITOK * 43.16880000
 68.296 TAQA NORT 31.48120000
 IKKUMA 15.16250000
 HUSKY
 MANITOK * 10.18750000

TWP 41 RGE 14 W5M SEC 16
 ALL PNG BELOW BASE CARDIUM TO
 BASE MANNVILLE

Total Rental: 448.00

Status: UNDEVELOPED
 Dev: 0.000 Hectares
 Net: 0.000
 Undev: 0.000 Hectares
 Net: 68.296

M00568
 Sub: B
 ACTIVE
 100.00000000

PNG CR Eff: Apr 27, 1971
 WI - TRUST Exp: Apr 26, 1981
 24828 Ext: 15
 MANITOK
 IKKUMA
 HUSKY
 MANITOK

128.000 C00197 I Yes WI
 128.000 MANITOK * 43.16880000
 68.296 TAQA NORT 31.48120000
 BRIKO 15.16250000
 HUSKY
 MANITOK * 10.18750000

TWP 41 RGE 14 W5M SEC 16
 ALL PNG FROM TOP SURFACE TO
 BASE CARDIUM

Total Rental: 448.00

Status: UNDEVELOPED
 Dev: 0.000 Hectares
 Net: 0.000
 Undev: 0.000 Hectares
 Net: 68.296

MANITOK ENERGY, INC.
Mineral Property Report

REPORTED IN HECTARES

Province: ALBERTA
 Area : CORDELUSTOLBERG

BASE AREA ASSETS (NOV 27, 2018)

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	Lease Description / Rights Held
File Status	Int Type / Lse No/Name	Operator / Payor	Net	Doi Partner(s)	*	*	
Mineral Int			Gross				
M00565	PNG	CR	128.000	C00096	F	Yes	WI
Sub: B	WI - TRUST		128.000	MANITOK	*	45.00000000	TWP 41 RGE 14 W5M E+9
ACTIVE	119151	MANITOK	57.600	CANLIN		55.00000000	ALL PNG FROM TOP SURFACE TO BASE MANNVILLE
100.00000000	HUSKY						REMOVED
Total Rental: 448.00							
Status							
UNDEVELOPED	Dev:	Hectares	Net	Undev:	Hectares	Net	
		0.000	0.000		128.000	57.600	
M00565	PNG	CR	1,536.000	C00096	F	Yes	WI
Sub: A	WI - TRUST		1,536.000	MANITOK	*	45.00000000	TWP 41 RGE 14 W5M 20, 21, 28, 29, E 30, E 31, 32
ACTIVE	119151	MANITOK	691.200	CANLIN		55.00000000	ALL PNG FROM TOP SURFACE TO BASE MANNVILLE
100.00000000	HUSKY						REMOVED
Total Rental: 5376.00							
Status							
UNDEVELOPED	Dev:	Hectares	Net	Undev:	Hectares	Net	
		0.000	0.000		1,536.000	691.200	
M00565	PNG	CR	128.000	C00197	A	Yes	WI
Sub: C	WI		128.000	MANITOK		47.62905400	TWP 41 RGE 14 W5M W 22
ACTIVE	119151	MANITOK	60.965	CANLIN		18.05511600	ALL PNG FROM TOP SURFACE TO BASE MANNVILLE
100.00000000	HUSKY						REMOVED
Total Rental: 448.00							
Status							
UNDEVELOPED	Dev:	Hectares	Net	Undev:	Hectares	Net	
		0.000	0.000		14.66108300		

MANITOK ENERGY, INC.
Mineral Property Report

REPORTED IN HECTARES

Province: ALBERTA
 Area : CORDEL/STOLBERG

BASE AREA ASSETS (NOV 27, 2018)

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

(cont'd)

M00565
 Sub: C UNDEVELOPED Dev: 0.000 Undev: 128.000 60.965

~~M00565 PNG CR Eff: Jan 25, 1960 0.000 C00197 A Yes WI
 Sub: E WI Exp: Jan 24, 1981 0.000 MANITOK 47.62905400
 ACTIVE 119151 Ext: 15 0.000 CNRL 18.05511600
 MANITOK CANLIN 8.65474700
 100.00000000 HUSKY GAS SUPPLY 11.06600000
 TAQA NORT 14.66108300~~

REMOVED

Total Rental: 0.00

Status UNDEVELOPED Dev: 0.000 Undev: 0.000 Net 0.000 Hectares 0.000 Net 0.000

M00566 PNG CR Eff: Apr 27, 1971 128.000 C00197 B Yes WI
 Sub: A WI Exp: Apr 26, 1981 128.000 MANITOK 47.62905400
 ACTIVE 24830 Ext: 15 60.965 CNRL 18.05511600
 MANITOK CANLIN 8.65474700
 100.00000000 IKKUMA GAS SUPPLY 11.00000000
 TAQA NORT 14.66108300

Total Rental: 448.00

Status UNDEVELOPED Dev: 0.000 Undev: 0.000 Net 0.000 Hectares 128.000 Net 60.965

M00566 PNG CR Eff: Apr 27, 1971 0.000 C00197 E Yes WI
 TWP 41 RGE 14 W5M E 22

REPORTED IN HECTARES

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

Province: ALBERTA
 Area : CORDEL/STOLBERG

BASE AREA ASSETS (NOV 27, 2018)

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

(cont'd)

M00566	WI	MANITOK	0.000	MANITOK	*	47.62905400	ALL PNG FROM BASE CARDIUM TO BASE MANNVILLE
Sub: B	24830	MANITOK	0.000	CNRL		18.05511600	
ACTIVE		IKKUMA		CANLIN		8.65474700	
				GAS SUPPLY		11.00000000	
				TAQA NORT		14.66108300	
				Count Acreage =	No		
				Total Rental:		0.00	

M00570	CR	HUSKY	0.000	HUSKY		100.00000000	TWP 41 RGE 14 W5M SEC 23 ALL PNG FROM BASE CARDIUM TO BASE MANNVILLE
Sub: A	28950	MANITOK	0.000	HUSKY		100.00000000	
ACTIVE		HUSKY				0.000	
				Total Rental:		896.00	

M00570	CR	HUSKY	0.000	HUSKY		100.00000000	TWP 41 RGE 14 W5M SEC 23 ALL PNG FROM TOP SURFACE TO BASE CARDIUM
Sub: B	28950	MANITOK	0.000	HUSKY		100.00000000	
ACTIVE		HUSKY				0.000	
				Total Rental:		0.00	

MANITOK ENERGY, INC.
Mineral Property Report

REPORTED IN HECTARES

Province: ALBERTA
 Area : CORDEL/STOLBERG

BASE AREA ASSETS (NOV 27, 2018)

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

(cont'd)

M00570
 Sub: B

M00571	PNG	CR	Eff: Apr 27, 1971	128.000	C00197	F	Yes	WI	TWP 41 RGE 14 W5M E 27
Sub: A	WI		Exp: Apr 26, 1981	128.000	MANITOK			21.24360000	ALL PNG FROM TOP SURFACE TO
ACTIVE	24830A	MANITOK	Ext: 15	27.192	CANLIN			60.00000000	BASE MANNVILLE
100.00000000		CANLIN			TAQA NORT			18.75640000	

Total Rental: 448.00

Status	UNDEVELOPED	Dev:	Hectares	Net	Undev:	Hectares	Net
UNDEVELOPED			0.000	0.000		128.000	27.192

M00572
 Sub: A
 ACTIVE

M00572	PNG	CR	Eff: Jan 25, 1960	128.000	C00197	G	Yes	WI	TWP 41 RGE 14 W5M W 27
Sub: A	WI		Exp: Jan 24, 1970	128.000	MANITOK			24.00220000	ALL PNG FROM TOP SURFACE TO
ACTIVE	119151A	MANITOK	Ext: 15	30.723	CANLIN			54.83440000	BASE MANNVILLE
100.00000000		CANLIN			TAQA NORT			21.16340000	

Total Rental: 448.00

Status	UNDEVELOPED	Dev:	Hectares	Net	Undev:	Hectares	Net
UNDEVELOPED			0.000	0.000		128.000	30.723

M00123
 Sub: A
 ACTIVE

M00123	PNG	CR	Eff: Jul 14, 2011	64.000				WI	TWP 41 RGE 14 W5M NW 31
Sub: A	WI		Exp: Jul 13, 2016	64.000	MANITOK			100.00000000	ALL PNG IN CARDIUM
ACTIVE	0611070231	MANITOK	Ext: 15	64.000					
100.00000000		MANITOK							

Total Rental: 224.00

MANITOK ENERGY, INC.
Mineral Property Report

REPORTED IN HECTARES

Province: ALBERTA
 Area : CORDEL/STOLBERG

BASE AREA ASSETS (NOV 27, 2018)

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

(cont'd)

M00123	Sub: A	Status	UNDEVELOPED	Dev:	Hectares	Net	Hectares	Net
					0.000	0.000	64.000	64.000

M00565	PNG	CR	Eff: Jan 25, 1960	Exp: Jan 24, 1981	Ext: 15	256.000	C00266	A	Yes	WI	TWP 41 RGE 14 W5M SEC 33
Sub: D	WI - TRUST	MANITOK				256.000	MANITOK			*	ALL PNG FROM TOP SURFACE TO
ACTIVE	119151	MANITOK				51.866	CANLIN				BASE MANNVILLE
		HUSKY				75.833	400000				

REMOVED

Total Rental: 896.00

M00479	Sub: A	Status	UNDEVELOPED	Dev:	Hectares	Net	Hectares	Net
					0.000	0.000	256.000	61.866

M00479	PNG	CR	Eff: Feb 23, 1984	Exp: Feb 22, 1989	Ext: 15	256.000	C00207	A	Yes	WI	TWP 41 RGE 15 W5M SEC 35
Sub: A	WI - TRUST	MANITOK				256.000	MANITOK			*	ALL PNG FROM TOP SURFACE TO
ACTIVE	0684020290	MANITOK				247.040	CNRNAP				BASE MANNVILLE
		HUSKY				3.500	000000				

Total Rental: 896.00

M00063	Sub: A	Status	DEVELOPED	Dev:	Hectares	Net	Hectares	Net
					256.000	247.040	0.000	0.000

M00063	PNG	CR	Eff: Aug 19, 2010	Exp: Aug 18, 2015	Ext: 15	64.000	C00026	E	No	WI	TWP 42 RGE 15 W5M NW 1
Sub: A	WI	MANITOK				64.000	MANITOK				PNG IN CARDIUM
ACTIVE	0610080560	MANITOK				59.520	PETRUS				(PRODUCTION FROM
						7.000	00000000				100/03-12-042-15W5/00 &

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

REPORTED IN HECTARES

Province: ALBERTA
 Area : CORDEL/STOLBERG

BASE AREA ASSETS (NOV 27, 2018)

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

(cont'd)

M00063
 Sub: A
 100.00000000 MANITOK
 Status: DEVELOPED
 Eff: Aug 19, 2010
 Exp: Aug 18, 2015
 Ext: 15
 Count Acreage = No
 Total Rental: 224.00
 Net: 59.520
 Undev: 0.000
 Hectares: 64.000
 Net: 0.000
 Hectares: 0.000
 100/03-12-042-15W5/02 WELLS)

M00063
 Sub: C
 ACTIVE
 100.00000000 MANITOK
 Status: DEVELOPED
 Eff: Aug 19, 2010
 Exp: Aug 18, 2015
 Ext: 15
 Total Rental: 224.00
 Net: 58.624
 Undev: 0.000
 Hectares: 64.000
 Net: 0.000
 Hectares: 0.000
 TWP 42 RGE 15 W5M NE 1
 ALL PNG IN CARDIUM
 (PRODUCTION FROM
 100/09-01-042-15W5/00 &
 100/09-01-042-15W5/02 WELLS)

M00063
 Sub: F
 ACTIVE
 100.00000000 MANITOK
 Status: DEVELOPED
 Eff: Aug 19, 2010
 Exp: Aug 18, 2015
 Ext: 15
 Count Acreage = No
 Total Rental: 0.00
 Net: 29.312
 Undev: 0.000
 Hectares: 64.000
 Net: 0.000
 Hectares: 0.000
 TWP 42 RGE 15 W5M NE 1
 ALL PNG IN CARDIUM
 (EXCLUDING
 100/09-01-042-15W5/00,
 100/09-01-042-15W5/02,
 103/16-01-042-15W5/03 WELLBORES)

M00063
 Sub: B
 100.00000000 MANITOK
 Status: DEVELOPED
 Eff: Aug 19, 2010
 Exp: Aug 18, 2015
 Ext: 15
 Count Acreage = No
 Total Rental: 0.00
 Net: 29.312
 Undev: 0.000
 Hectares: 64.000
 Net: 0.000
 Hectares: 0.000
 TWP 42 RGE 15 W5M NE 1
 NCPOOL

MANITOK ENERGY, INC.
Mineral Property Report

REPORTED IN HECTARES

Province: ALBERTA
 Area : CORDEL/STOLBERG

BASE AREA ASSETS (NOV 27, 2018)

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

(cont'd)

M00063	WI	MANITOK	64.000	29.312	MANITOK	45.800000000	ALL PNG IN CARDIUM (PRODUCTION FROM 103/16-01-042-15W5/03 WELLBORE)
Sub: G	Exp: Aug 18, 2015	Exp: Aug 18, 2015	64.000	29.312	MANITOK	45.800000000	
ACTIVE	Ext: 15	Ext: 15	29.312	29.312	PETRUS CANLIN	26.700000000 27.500000000	
100.000000000	Count Acreage =	No	Total Rental: 0.00				

Status	Hectares	Net	Hectares	Net
DEVELOPED	64.000	29.312	0.000	0.000
Undev:				

M00063	CR	MANITOK	64.000	0.000	MANITOK	91.600000000	TWP 42 RGE 15 W5M SE 1
Sub: H	Eff: Aug 19, 2010	Eff: Aug 19, 2010	64.000	0.000	MANITOK	91.600000000	
ACTIVE	Ext: 15	Ext: 15	58.624	58.624	PETRUS	8.400000000	ALL PNG IN CARDIUM
100.000000000	Count Acreage =	No	Total Rental: 224.00				

Status	Hectares	Net	Hectares	Net
UNDEVELOPED	0.000	0.000	64.000	58.624
Undev:				

M00063	CR	MANITOK	128.000	0.000	MANITOK	91.600000000	TWP 42 RGE 15 W5M NW 1
Sub: I	Eff: Aug 19, 2010	Eff: Aug 19, 2010	128.000	0.000	MANITOK	91.600000000	
ACTIVE	Ext: 15	Ext: 15	117.248	117.248	PETRUS	8.400000000	ALL PNG IN CARDIUM
100.000000000	Count Acreage =	No	Total Rental: 0.00				

Status	Hectares	Net	Hectares	Net
UNDEVELOPED	0.000	0.000	128.000	117.248
Undev:				

MANITOK ENERGY, INC.
Mineral Property Report

REPORTED IN HECTARES

Province: ALBERTA
 Area : CORDEL/STOLBERG

BASE AREA ASSETS (NOV 27, 2018)

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

~~M00097 PNG CR Eff: Oct 31, 1960 0.000 C00096 H Yes WI
 Sub: G WI - TRUST Exp: Oct 30, 1981 0.000 MANITOK * 45.000000000
 ACTIVE 121928 Ext: 15 0.000 IKKUMA 55-888000000
 MANITOK HUSKY
 100.000000000 HUSKY
 Total Rental: 0.00
 Status UNDEVELOPED Dev: 0.000 Undev: 0.000 Net 0.000
 TWP 42 RGE 15 W5M NE 3
 (EXCL. 100/11-10-042-15W5 &
 100/12-10-042-15W5 WELLBORES)
 ALL PNG FROM TOP SURFACE TO
 BASE MANNVILLE **REMOVED**~~

~~M00097 PNG GR Eff: Oct 31, 1960 896.000 C00096 F Yes WI
 Sub: F WI - TRUST Exp: Oct 30, 1981 896.000 MANITOK * 45.000000000
 ACTIVE 121928 Ext: 15 403.200 CANLIN 55-888000000
 MANITOK HUSKY
 100.000000000 HUSKY
 Total Rental: 3136.00
 Status UNDEVELOPED Dev: 0.000 Undev: 896.000 Net 403.200
 TWP 42 RGE 15 W5M SEC 9, SEC
 10, SW 15, S 16, S 17
 (EXCL. 100/11-10-042-15W5 &
 100/12-10-042-15W5 WELLBORES)
 ALL PNG FROM TOP SURFACE TO
 BASE MANNVILLE **REMOVED**~~

~~M00065 PNG CR Eff: Aug 19, 2010 64.000 C00031 A No WI
 Sub: A WI Exp: Aug 18, 2015 64.000 MANITOK 100.000000000
 ACTIVE 0610080562 Ext: 15 64.000
 MANITOK HUSKY
 100.000000000 HUSKY
 Total Rental: 224.00
 Status UNDEVELOPED Dev: 64.000 Undev: 0.000 Net 0.000
 TWP 42 RGE 15 W5M E 11
 ALL PNG FROM TOP SPIRIT_RIVER
 TO BASE BLUESKY-BULLHEAD
 EXCL PNG IN UPPER_MANNVILLE **REMOVED**~~

MANITOK ENERGY, INC.
Mineral Property Report

REPORTED IN HECTARES

Province: ALBERTA
 Area : CORDEL/STOLBERG

BASE AREA ASSETS (NOV 27, 2018)

File Number	Lse Type	Lessor Type	Exposure	Oper. Cont.	ROFR	DOI Code	Lease Description / Rights Held
File Status	Int Type / Lse No/Name	Operator / Payor	Net	Doi Partner(s)	*	*	
Mineral Int			Gross				
M00065	PNG	CR	Eff: Aug 19, 2010	64.000	C00031	B No	WI TWP 42 RGE 15 W5M E 11
Sub: C	WI		Exp: Aug 18, 2015	64.000	MANITOK		ALL PNG IN UPPER_MANNVILLE
ACTIVE	0610080562	MANITOK	Ext: 15	52.480	PETRUS		
100.00000000	MANITOK						
	MANITOK						REMOVED
	MANITOK						
				Total Rental:	224.00		
M00097	PNG	CR	Eff: Oct 31, 1960	128.000	C00031	A No	WI TWP 42 RGE 15 W5M W 11
Sub: A	WI		Exp: Oct 30, 1981	128.000	MANITOK		ALL PNG FROM BASE CARDIUM TO TOP NORDEGG
ACTIVE	121928	MANITOK	Ext: 15	128.000			EXCL PNG IN UPPER_MANNVILLE
100.00000000	MANITOK						
	HUSKY						REMOVED
				Total Rental:	448.00		
M00697	PNG	CR	Eff: Oct 31, 1960	0.000	C00031	B No	WI TWP 42 RGE 15 W5M W 11
Sub: B	WI		Exp: Oct 30, 1981	0.000	MANITOK		ALL PNG IN UPPER_MANNVILLE
ACTIVE	121928	MANITOK	Ext: 15	0.000	PETRUS		
100.00000000	MANITOK						
	HUSKY						REMOVED
				Count Acreage =	No	Total Rental:	0.00
M00697	PNG	CR	Eff: Oct 31, 1960	0.000	C00082	A No	WI TWP 42 RGE 15 W5M W 11
Sub: C	RI		Exp: Oct 30, 1981	0.000	CANLIN		ALL NG IN CARDIUM

MANITOK ENERGY . INC.
Mineral Property Report

REPORTED IN HECTARES

Province: ALBERTA
 Area : CORDEL/STOLBERG

BASE AREA ASSETS (NOV 27, 2018)

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	Lease Description / Rights Held
File Status	Int Type / Lse No/Name	Operator / Payor	Net	Doi Partner(s)	*	*	
M00097							
Sub: C							
ACTIVE	121928	CANLIN	0.000	BRIKO		35.000000000	REMOVED
	Ext: 15						
100.000000000	HUSKY		Count Acreage =	No	Total Rental:	0.00	
			Hectares	Net	Undev:	Hectares	Net
			0.000	0.000	0.000	0.000	0.000
			Dev:				
			Status				
			DEVELOPED				
M06997	PNG	CR	64.000	C00159	B	Yes	TWP 42 RGE 15 W5M NW 11
Sub: E	WI		64.000	MANITOK			ALL PETROLEUM IN CARDIUM
ACTIVE	121928	MANITOK	19.200	PETRUS		30.000000000	
	Ext: 15					20.000000000	
100.000000000	HUSKY		Count Acreage =	No	Total Rental:	22.500000000	REMOVED
			Hectares	Net	Undev:	Hectares	Net
			64.000	19.200	224.00	0.000	0.000
			Dev:				
			Status				
			DEVELOPED				
M00159	LICENCE	CR	128.000	C00055	C	Yes	TWP 42 RGE 15 W5M E 11
Sub: A	WI		128.000	MANITOK			ALL PNG TO BASE CARDIUM
ACTIVE	5595120093	MANITOK	96.000	PETRUS		75.000000000	EXCL NG IN CARDIUM
	Ext: 15					25.000000000	
100.000000000	HUSKY		Count Acreage =	No	Total Rental:	448.00	
			Hectares	Net	Undev:	Hectares	Net
			128.000	96.000	448.00	0.000	0.000
			Dev:				
			Status				
			DEVELOPED				

APPENDIX B ATTACHED TO THE WAIVER AND AMENDING AGREEMENT MADE EFFECTIVE THE 14TH DAY OF DECEMBER, 2018 BETWEEN ALVAREZ & MARSAL CANADA INC., SOLELY IN ITS CAPACITY AS THE RECEIVER AND MANAGER OF MANITOK ENERGY INC., AND TANTALUS ENERGY CORP.

See the attached amended and restated Schedule "H" to the Sale Agreement.

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

Excluded Contracts

Part 1 – Contracts consisting of leases, rental agreements and/or purchase money security interests

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

Part 2 – Contracts registered under the Personal Property Security Act (Alberta)

Claimant	Registration Details	Registration Type	Description
Evolve Surface Strategies Inc.	Registration Number: 17121331141 Registration Date: December 13, 2017	Security Agreement	<p>All of the Debtor's personal property interests related to present and after acquired surface land rights and secured property dispositions, including but not limited to wellsite surface leases, pipeline right of ways, padsites and facility leases, utilized for the benefit of the Debtor's exploration, development and production of oil, gas, related hydrocarbons or substances produced from any and all subsurface rights. Specifically, on the following lands captured in short legal:</p> <p>36-22-26-W4M, 15-38-7-W5M, 11-22-25-W4M, 19-28-21-W4M, 28-41-14-W5M, 15-38-7-W5M, 28-41-14-W5M, 32-69-4-W6M, 27-70-5-W5M, 34-70-5-W5M, 2-73-4-W5M, 3-73-4-W5M, 28-74-4-W5M, 36-87-8-W5M, 11-22-25-W4M, 19-28-21-W4M, 30-28-21-W4M, 7-72-3-W5M, 34-72-4-W5M, 17-72-3-W4M, 36-22-26-W4M, 11-22-25-W4M, 16-23-26-W4M, 33-8-11-W4M, 17-22-25-W4M, 20-22-25-W4M, 36-22-26-W4M, 6-23-25-W4M, 4-23-25-W4M, 11-22-25-W4M, 32-22-25-W4M, 16-22-25-W4M, 4-23-25-W4M, 19-28-21-W4M, 28-22-25-W4M, 3-23-25-W4M, 11-41-3-W5M, 20-28-21-W5M & 16-23-25-W4M.</p>
Enerflex Ltd.	Registration No: 18013022132 Registration Date: January 30, 2018	Security Agreement Unit Number 32197 Equip# 500015973 COMPRESSOR Located at 05-09-027-W5M	Unit Number 32197 Equip# 500015973 Compressor located at 05-09-027-W5M
Bull Moose Capital LP	Registration No: 18061809876 Registration Date: June 18, 2018	Security Agreement	<p>One (1) fully constructed 1004 HP natural gas compressor package having Unit #03-260 designed for sweet gas service including: Caterpillar G3512 LE natural gas engine, Ariel JGE-4 reciprocating compressor frame c/w two (2) 13.50", one (1) 9.250" and one (1) 6.00" cylinders.</p> <p>One (1) fully constructed 1280 HP natural gas compressor package having Unit #04-312 designed for sweet gas service including: Waukesha L5774LT, Ariel JGK/4 c/w two (2) 14.125", one (1) 10.50" and one (1) 6.25" cylinders. Options include auto suction, bypass and blowdown valves, lights, fire and gas detection, 3 ton bridge crane and glycol transfer pump.</p> <p>One (1) fully constructed 1480 HP natural gas</p>

Claimant	Registration Details	Registration Type	Description
			<p>compressor package having Unit #10829 designed for sweet gas service including: Waukesha L7042GL natural gas engine, Ariel JGK/4 reciprocating compressor frame, two (2) 14.125", one (1) 9.125" and one (1) 6.25" cylinders. Options include: auto suction control, auto bypass control, auto blowdown, fire and gas detection and 3 ton crane.</p> <p>Proceeds: goods, inventory, chattel paper, documents of title, instruments, money, intangibles, accounts and investment property (all as defined in the Personal Property Security Act) and insurance proceeds.</p> <p>One natural gas reciprocating compressor (and all related parts and accessories) having unit #14-835</p> <p>One (1) natural gas compressor (and all related parts and accessories) having Unit #14-835 as described in Schedule "A" to the lease agreement dated February 3, 2016 between Bull Moose Capital Ltd., as Lessor, and Craft Oil Ltd. (successor in interest to Tournament Exploration Ltd.), as original Lessee, as assigned on December 2, 2016 by such original Lessee to Manito Energy Inc., as new Lessee.</p> <p>Proceeds: goods, inventory, chattel paper securities, documents of title, instruments, money, intangibles and accounts (all as defined in the personal security act) and insurance proceeds.</p> <p>This registration is a re-registration of registration 12060714643 pursuant to section 35 (7) of the Personal Property Security Act.</p>
Kennedy Rentals & Leasing Ltd.	Registration Number: 16020317298 Registration Date: 2016-Feb-03	Security Agreement	1GT12TEG9GF144191 2016 GMC 2500 crew MV - Motor Vehicle
Kennedy Rentals & Leasing Ltd.	Registration Number: 16020317400 Registration Date: 2016-Feb-03	Security Agreement	3GTU2NEC8GG182113 2016 GMC 1500 crew MV - Motor Vehicle
Kennedy Rentals & Leasing Ltd.	Registration Number: 16020317575 Registration Date: 2016-Feb-03	Security Agreement	1GT12TEG8GF143968 2016 GMC 2500 crew MV - Motor Vehicle
Roynat Inc.	Registration Number: 16040512297 Registration Date: 2016-Apr-05	Security Agreement	digital system(s), copier(s), fax(es), printer(s), scanner(s) together with all attachments accessories accessions replacements substitutions additions and improvements thereto and all proceeds in any form derived

Claimant	Registration Details	Registration Type	Description
			directly or indirectly from any sale and or dealings with the collateral and a right to an insurance payment or other payment that indemnifies or compensates for loss or damage to the collateral or proceeds of the collateral
Kennedy Rentals & Leasing Ltd.	Registration Number: 16100435369 Registration Date: 2016-Oct-04	Security Agreement	1GT12TEGXGF160657 2016 GMC 2500 4X4 crew MV - Motor Vehicle
Toyota Credit Canada Inc.	Registration Number: 17022428292 Registration Date: 2017-Feb-24	Security Agreement	JTEBU5JR7H5415804 2017 Toyota 4 Runner MV - Motor Vehicle
Derrick Dodge	Registration Number: 18071925945 Registration Date: 2018-Jul-19	Security Agreement	1GT12REG4JF209913 2018 GMC Sierra 2500 MV - Motor Vehicle

Part 3 – Contracts consisting of power supply agreements

Counterparty	Area	Location	ESA #	Site ID
FortisAlberta Inc.	Enchant	4-20-13-15W4	05-HO-4894	0040000359778
FortisAlberta Inc.	Enchant	14-23-10-13W4	93-HO-132	0040454326003
FortisAlberta Inc.	Wildcat Hills	7-16-26-5W5	16-HO-12126-R	0040566462022
FortisAlberta Inc.	Carseland	2-32-22-25W4	15-HO-11412	0040001836513
FortisAlberta Inc.	Carseland	4-33-22-25W4	15-HO-11413	0040001822582
FortisAlberta Inc.	Carseland	16-21-22-25W4	16-HO-11838	0040001944893
FortisAlberta Inc.	Wayne	01-25-42-09-W5		0040001580404
FortisAlberta Inc.	Wayne	15-27-42-09-W5		0040001465253
FortisAlberta Inc.	Wayne	09-04-11-13-W4		0040467527015
FortisAlberta Inc.	Wayne	08-16-11-13-W4		0040880839487
FortisAlberta Inc.	Wayne	04-20-13-15-W4		0040000359778
FortisAlberta Inc.	Wayne	01-09-38-07-W5		0040001232473
FortisAlberta Inc.	Wayne	05-03-3 8-07-W5		0040001268954
FortisAlberta Inc.	Wayne	14-26-42-09-W5		0040001460495
FortisAlberta Inc.	Wayne	01-26-42-09-W5		0040001565515
FortisAlberta Inc.	Wayne	06-28-27-21-W4		0040001594527
FortisAlberta Inc.	Wayne	08-18-25-21-W4		0040001616074
FortisAlberta Inc.	Wayne	04-33-22-25-W4		0040001822582
FortisAlberta Inc.	Wayne	10-10-41-03-W5		0040178798233
FortisAlberta Inc.	Wayne	02-32-22-25-W4		0040001836513
FortisAlberta Inc.	Wayne	16-21-22-25-W4		0040001944893
FortisAlberta Inc.	Wayne	02-16-11-13-W4		0040247785003
FortisAlberta Inc.	Wayne	10-16-11-13-W4		0040247786017

Counterparty	Area	Location	ESA #	Site ID
FortisAlberta Inc.	Wayne	15-16-11-13-W4		0040247787018
FortisAlberta Inc.	Wayne	15-13-08-10-W4		0040325774008
FortisAlberta Inc.	Wayne	07-32-41-03-W5		0040401564002
FortisAlberta Inc.	Wayne	04-15-11-13-W4		0040434492017
FortisAlberta Inc.	Wayne	05-15-11-13-W4		0040437993016
FortisAlberta Inc.	Wayne	14-23-10-13-W4		0040454326003
FortisAlberta Inc.	Wayne	12-23-10-13-W4		0040466572008
ATCO Electric Ltd.	Wayne	1-20-28-21W4	D52467	0010048023787
ATCO Electric Ltd.	Wayne	8-23-28-21W4	C18557	0010419352116
ATCO Electric Ltd.	Wayne	12-34-28-21W4	D52469	0010450114711
ATCO Electric Ltd.	Wayne	16-11-28-21-W4		0010005339688
ATCO Electric Ltd.	Wayne	11-2-81-12-W6		0010005731328
ATCO Electric Ltd.	Wayne	11-7-28-20-W4		0010012092160
ATCO Electric Ltd.	Wayne	8-35-80-12-W6		0010046738538
ATCO Electric Ltd.	Wayne	SE-20-28-21-W4		0010048023787
ATCO Electric Ltd.	Wayne	13-12-28-21-W4		0010342614986
ATCO Electric Ltd.	Wayne	8-23-28-21-W4		0010419352116
ATCO Electric Ltd.	Wayne	14-13-28-21-W4		0010419352710
ATCO Electric Ltd.	Wayne	12-7-28-20-W4		0010420035815
ATCO Electric Ltd.	Wayne	5-18-28-20-W4		0010420035917
ATCO Electric Ltd.	Wayne	14-14-28-21-W4		0010420041217
ATCO Electric Ltd.	Wayne	9-14-28-21-W4		0010420041310
ATCO Electric Ltd.	Wayne	12-34-28-21-W4		0010450114711
ATCO Electric Ltd.	Wayne	15-12-28-21-W4		0010452230210
ATCO Electric Ltd.	Wayne	15-12-28-21-W4		0010452828416
ATCO Electric Ltd.	Wayne	16-12-28-21-W4		0010455482612
ATCO Electric Ltd.	Wayne	4-14-81-12-W6		0010984343453
ATCO Electric Ltd.	Wayne	1-12-28-21-W4		0010457497010
ATCO Electric Ltd.	Wayne	6-9-29-21-W4		0010458448714
ATCO Electric Ltd.	Wayne	1-14-28-21-W4		0010458970710
ATCO Electric Ltd.	Wayne	11-12-28-21-W4		0010459099912

*Notwithstanding anything to the contrary contained in the Agreement, the assets governed by or leased under the Excluded Contracts (listed in this Schedule "H") shall not form part of the Assets.

APPENDIX C

Raimount PSA

PURCHASE AND SALE AGREEMENT

THIS AGREEMENT made as of the 7th day of January, 2019.

BETWEEN:

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

- and -

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

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

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

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

ARTICLE 1 INTERPRETATION

1.1 Definitions

In this Agreement, unless the context otherwise requires:

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

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

- (b) “**AER**” means the Alberta Energy Regulator;
- (c) “**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;
- (d) “**Assets**” is defined in section 2.1;
- (e) “**BA Code**” means a business associate code issued by the AER or Petrinex under the AER’s Directive 067: Eligibility Requirements for Acquiring and Holding Energy Licences and Approvals;
- (f) “**Business Day**” means a day other than a Saturday, a Sunday or a statutory holiday in Calgary, Alberta;
- (g) “**Closing**” means the transfer of possession, of the right, title and interest of Vendor and Raimount and risks of the Assets from the Vendor to the Purchaser, the exchange of the General Conveyance and Specific Conveyances and payment of the Purchase Price by the Purchaser to the Vendor, and all other items and considerations required to be delivered on the Closing Date pursuant hereto;
- (h) “**Closing Date**” means, provided closing of the Manitok/Tantalus Transaction occurs, immediately following the closing of the Manitok/Tantalus Transaction, or such other time and date as may be agreed upon in writing by the Parties;
- (i) “**Closing Place**” means the office of the Vendor, or such other place as may be agreed upon in writing by the Parties;
- (j) “**Contract**” means any agreement, contract, obligation, promise or undertaking to which Raimount is party that is legally binding;
- (k) “**Court Order**” is defined in section 2.7;
- (l) “**Data Room Information**” means all information provided or made available to the Purchaser in hard copy or electronic form in relation to Raimount and/or the Assets;
- (m) “**Date of Appointment**” means February 20, 2018;
- (n) “**Effective Date**” means October 1, 2018;
- (o) “**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);

- (p) **“Facilities”** means Vendor’s Interest in and to all unit facilities under any unit agreement applicable to the Leased Substances and all other field facilities whether or not solely located on or under the surface of the Lands (or lands with which the Lands are pooled) and that are, or have been, used for production, gathering, treatment, compression, transportation, injection, water disposal, measurement, processing, storage or other operations respecting the Leased Substances, including any applicable battery, separator, compressor station, gathering system, pipeline, production storage facility or warehouse, including those field facilities specifically identified in **Schedule “B”**;
- (q) **“General Conveyance”** means the form of general conveyance attached hereto as **Schedule “D”**;
- (r) **“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;
- (s) **“GST”** means the goods and services tax payable pursuant to the GST Legislation;
- (t) **“GST Legislation”** means Part IX of the *Excise Tax Act*, R.S.C. 1985, c. E-15, as amended, and the regulations promulgated thereunder;
- (u) **“Lands”** means the Vendor’s Interest in the lands set out and described in **Schedule “A”**, and the Petroleum Substances within, upon or under such lands (subject to the restrictions and exclusions identified in **Schedule “A”** and in the Title Documents as to Petroleum Substances and geological formations);
- (v) **“Leases”** means, collectively, Vendor’s Interest in and to all leases, reservations, permits, licences, certificates of title or other documents of title (or any replacement thereof, renewal or extension thereof or leases derived therefrom) associated with or related to the Lands, including those documents of title set forth and described in **Schedule “A”**;
- (w) **“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);
- (x) **“Liability Management Rating”** means the liability management rating of a licensee calculated in accordance with AER Directive 006: Licensee Liability Rating (LLR) Program and Licence Transfer Process dated effective February 17, 2016, AER Directive 011: Licensee Liability Rating (LLR) Program – Updated Industry Parameters and Liability Costs dated effective August 1, 2015, AER Directive 024: Large Facility Liability Management Program dated effective February 24, 2016, AER Directive 068: AER Security Deposits dated effective September 17, 2010 and AER Directive 075: Oilfield Waste Liability (OWL) Program dated effective April 11, 2016, as same (or any of them) may be amended, supplemented or replaced from time to time;
- (y) **“Licences”** means any permits, approvals, licences and authorizations granted by any applicable Governmental Authority (including the AER) to Raimount relating to the Assets;

- (z) **“Licence Transfers”** means, in relation to the Assets, the transfer of any Licences from Vendor to Purchaser;
- (aa) **“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;
- (bb) **“Manitok/Tantalus Transaction”** means the purchase and sale of the assets contemplated by the Purchase and Sale Agreement 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, and the Purchaser dated November 23, 2018 (as may be amended from time to time);
- (cc) **“Miscellaneous Interests”** means, subject to any and all limitations and exclusions provided for in this definition, the Vendor’s Interest in and to all property, assets, interests and rights pertaining to the Petroleum and Natural Gas Rights and the Tangibles (other than the Petroleum and Natural Gas Rights and the Tangibles), or either of them, but only to the extent that such property, assets, interests and rights pertain to the Petroleum and Natural Gas Rights and the Tangibles, or either of them, including any and all of the following:
- (i) all Contracts relating to the Assets (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, licences and authorizations pertaining to the Tangibles;
 - (iii) all Surface Rights;
 - (iv) all records, books, documents, licences, reports and data which relate to the Petroleum and Natural Gas Rights and the Tangibles, or either of them including any of the foregoing that pertain to proprietary seismic, geological or geophysical matters; and
 - (v) the Wells, including the wellbores and any and all casing.
- Notwithstanding the foregoing and anything to the contrary contained herein, unless otherwise agreed in writing by the Parties, the Miscellaneous Interests and any other Assets shall not include agreements, documents or data to the extent that: (i) they pertain to Raimount’s proprietary technology; (ii) they are owned or licensed by Third Parties with restrictions on their deliverability or disclosure by Raimount to an assignee, or (iii) they comprise the Vendor’s and Raimount’s tax and financial records, and economic evaluations;
- (dd) **“Party”** means a party to this Agreement, and **“Parties”** means both of them;
- (ee) **“Permitted Encumbrances”** means:
- (i) all encumbrances, overriding royalties, net profits interests and other burdens identified in **Schedule “A”**;

- (ii) any Rights of First Refusal or any similar restriction applicable to any of the Assets;
- (iii) the requirement to receive any consent applicable to the Transaction;
- (iv) the terms and conditions of the Title Documents, including the requirement to pay any rentals or royalties to the grantor thereof to maintain the Title Documents in good standing and any royalty or other burden reserved to the grantor thereof or any gross royalty trusts applicable to the grantor's interest in any of the Title Documents;
- (v) the terms and conditions of the Contracts relating to the Assets;
- (vi) defects or irregularities of title as to which the relevant statute(s) of limitations or prescription would bar any attack or claim against Vendor's Interest;
- (vii) 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;
- (viii) liens securing taxes not yet due and payable;
- (ix) 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;
- (x) 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;
- (xi) any obligation of Raimount 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 Raimount's share of the costs and expenses thereof which are not due or delinquent as of the date hereof or, if then due or delinquent are being contested in good faith by Vendor and Vendor holds reasonable reserves in respect thereof to make such payments to the extent required;
- (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) provisions for penalties and forfeitures under agreements as a consequence of non-participation in operations; and

- (xvii) liens granted in the ordinary course of business to a public utility, municipality or Governmental Authority with respect to operations pertaining to any of the Assets for which any required payments are not delinquent as of Closing, or if delinquent are being diligently contested by Vendor and Vendor holds reasonable reserves in respect thereof to make such payments to the extent required;
- (ff) **"Person"** means any individual, corporation, limited or unlimited liability company, joint venture, partnership (limited or general), trust, trustee, executor, Governmental Authority or other entity;
- (gg) **"Petroleum and Natural Gas Rights"** means the Vendor's Interest in and to all rights to and in respect of the Leased Substances and the Title Documents (but only to the extent that the Title Documents pertain to the Lands), including the interests set out and described in **Schedule "A"**;
- (hh) **"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;
- (ii) **"Pipelines"** means the pipeline or pipelines, if any, set out in **Schedule "B"** under the heading "Pipelines";
- (jj) **"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;
- (kk) **"Representative"** means, with respect to any Party, its Affiliates, and its and their respective directors, officers, servants, agents, advisors, employees and consultants;
- (ll) **"Rights of First Refusal"** means a preferential, pre-emptive or first purchase right that becomes operative by virtue of this Agreement or the Transaction;
- (mm) **"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;
- (nn) **"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;
- (oo) **"Surface Rights"** means all rights to occupy, cross or otherwise use or enjoy the surface of the Lands and any lands pooled or unitized therewith or any other lands: (i) upon which the Tangibles are situate, (ii) used in connection with the ownership or operation of the Petroleum and Natural Gas Rights, the Tangibles or the Wells, or (iii) used to gain access to any of the Lands (or any lands pooled or unitized therewith), the Tangibles or the Wells;
- (pp) **"Tangibles"** means, subject to any and all limitations and exclusions provided for in this definition, the Facilities, Pipelines and any and all tangible depreciable property and assets other than the Facilities which are located within, upon or in the vicinity of the

Lands and lands pooled or unitized therewith and which are used or are intended to be used to produce, process, gather, treat, measure, make marketable or inject the Leased Substances or any of them or in connection with water injection, water disposal or removal operations that pertain to the Petroleum and Natural Gas Rights, including without limitation any and all gas plants, oil batteries, buildings, production equipment, pipelines, pipeline connections, meters, generators, motors, compressors, treaters, dehydrators, scrubbers, separators, pumps, tanks, boilers and communication equipment (including any SCADA systems);

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

1.2 Headings

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

1.3 Interpretation Not Affected by Headings

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

1.4 Included Words

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

1.5 Schedules

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

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

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

1.6 Damages

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

1.7 Derivatives

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

1.8 Interpretation if Closing Does Not Occur

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

1.9 Conflicts

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

1.10 Currency

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

**ARTICLE 2
PURCHASE AND SALE AND CLOSING**

2.1 Purchase and Sale

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

- (a) the Petroleum and Natural Gas Rights;
- (b) the Tangibles; and
- (c) the Miscellaneous Interests,

(collectively, the "**Assets**").

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 ten thousand dollars (\$10,000.00) (the "**Purchase Price**"), plus applicable Sales Taxes, which shall be paid to Vendor on Closing.

2.3 Allocation of Purchase Price

The Parties shall allocate the Purchase Price amongst the Assets as follows:

Petroleum and Natural Gas Rights	\$6,999.00
Tangibles	\$3,000.00
Miscellaneous Interests	\$1.00
Total	\$10,000.00

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 Raimount and Vendor of all and any responsibility or liability therefor.

2.5 Closing

Closing shall take place at the Closing Place on the Closing Date if there has been satisfaction or waiver of the conditions of Closing herein contained. Subject to all other provisions of this Agreement, possession, risk and the right, title and interest of Vendor and Raimount 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 "C"**, duly executed by Vendor;
 - (ii) the Officer's Certificate substantially in the form attached as **Schedule "D"**, 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 "C"**, duly executed by Purchaser;
 - (ii) the Officer's Certificate substantially in the form attached as **Schedule "D"**, duly executed by Purchaser;
 - (iii) the Purchase Price, 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, as soon as reasonably practicable following the granting of the Court Order, Vendor shall prepare and, where applicable, electronically submit, an application to the applicable Governmental Authorities for Licence Transfers and Purchaser shall, where applicable, electronically ratify and sign such application.
- (b) If a Governmental Authority denies any Licence Transfers because of misdescription or other minor deficiencies in the application, Vendor shall within two (2) Business Days of such denial correct the application and amend and re-submit the application for the Licence Transfers and Purchaser shall, where applicable, electronically ratify and sign such application.
- (c) In the event that the approval by the Governmental Authority of Licence Transfers is conditional upon a Party providing deposits or other security to such Governmental Authority or undertaking any corrective action or remedial work (including inspections, tests or engineering assessments), Purchaser shall be responsible for providing such deposits or security to such Governmental Authority and undertaking such corrective or remedial work as may be required, at Purchaser's sole expense.
- (d) If the Licence Transfers are completed but Closing does not occur, Purchaser shall take all steps reasonably required to effect the reversal of the Licence Transfers.

2.7 Steps upon satisfaction of certain Conditions

As soon as reasonably practicable after the execution of this Agreement, Vendor shall apply to the Court to obtain an Order substantially in the form attached as **Schedule "E"** (the "**Court Order**"), on notice to all parties then known to be affected thereby, authorizing, approving and confirming this Agreement and the Transaction, and vesting the Vendor's Interest in the Assets in Purchaser, free and clear of all encumbrances, liens, security interests, mortgages, charges or claims, other than Permitted Encumbrances.

2.8 Pipeline Records

- (a) In connection with the transfer of pipeline licenses relating to the Tangibles pursuant to the Agreement and the AER Bulletin 2015-34 (as amended, supplemented, revised or replaced, the "**Bulletin**"), Vendor is required to transfer sufficient documentation to satisfy the transferor statement on the AER digital data submission system (the "**Pipeline**

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

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

2.9 Specific Conveyances

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

2.10 Title Documents and Miscellaneous Interests

As soon as practicable following Closing:

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

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

2.11 Form of Payment

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

2.12 Taxes

- (a) GST

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

Vendor 897546891RT0001

Purchaser 799744314RT0001

(b) Sales Taxes

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

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

3.2 Mutual Conditions

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

- (a) Vendor obtaining the Court Order;
- (b) closing of the Manitok/Tantalus Transaction; and
- (c) 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 January 25, 2019, 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 section 9.13.

3.4 Vendor's Conditions

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

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

If any one or more of the foregoing conditions precedent has or have not been satisfied, complied with, or waived by Vendor, at or before the Closing Date, Vendor may terminate this Agreement by written notice to Purchaser. If Vendor terminates this Agreement, Vendor and Purchaser shall be released and discharged from all obligations hereunder except as provided in section 9.13.

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 Raimount and such appointment is valid and subsisting;

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

4.2 Representations and Warranties of Purchaser

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

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

- (h) on Closing Purchaser will be in compliance with its obligations under Applicable Law (including the *Oil and Gas Conservation Act* (Alberta), the *Pipeline Act* (Alberta) and all regulations, directives, rules, directions and orders thereunder) pertaining to the Assets;
- (i) Purchaser has a BA Code and upon the completion of the Licence Transfers its post transfer Liability Management Rating will exceed 2.0;
- (j) Purchaser has not incurred any obligation or liability, contingent or otherwise, for brokers' or finders' fees in respect of this Agreement or the Transaction for which Vendor shall have any obligation or liability;
- (k) Purchaser is not a non-resident of Canada within the *Income Tax Act* (Canada); and
- (l) Purchaser is not a non-Canadian person for the purposes of the *Investment Canada Act* (Canada).

4.3 Limitation of Representations by Vendor

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

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

4.4 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 4.4 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.

Notwithstanding any other provision in this Agreement, in no event shall the liability of Vendor under or in respect of this Agreement, including any claims by Purchaser arising out of or in connection with this Agreement (whether for a breach of a representation and warranty or otherwise), exceed the Purchase Price.

4.5 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 4.5 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.

4.6 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 sections 4.1 and 4.2 shall continue in full force and effect and shall survive the Closing Date for a period of six (6) months. 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 5 INDEMNITIES

5.1 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.

5.2 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.

5.3 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 6 ADJUSTMENTS

6.1 Costs and Revenues to be Apportioned

- (a) Subject to section 6.1(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 (with Purchaser having the benefit of revenues, and bearing the costs and expenses, accruing on the Effective Date itself), provided that:
 - (i) advances made by Vendor in respect of the costs of operations on Lands or lands pooled or unitized therewith or facilities interests included in the Assets which were incurred and have not been applied to the payment of costs prior to the Closing Date and stand to the credit of Raimount 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 Raimount 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 6 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 Raimount's or Vendor's income taxes;
 - (v) revenues from the sale of Petroleum Substances will be deemed to accrue when the Petroleum Substances are produced; and
 - (vi) all rentals and similar payments in respect of the Leased Substances, Leases, Surface Rights, Licences and municipal property taxes levied with respect to the Assets or operations in respect thereof shall be apportioned between Vendor and Purchaser on a *per diem* basis as of the Effective Date.
- (b) Vendor shall not be liable to make any adjustment to the Purchase Price in favour of, or make any payment to, Purchaser pursuant hereto in respect of any liability that relates to the period prior to the Date of Appointment.
- (c) Petroleum Substances which were produced, but not sold, as of the Effective Date (excluding Petroleum Substances which were re-injected), shall be retained by Vendor and Vendor shall be responsible for all royalties or other encumbrances thereon and all processing, treating and transportation expenses pertaining thereto. Petroleum Substances will be deemed to be sold on a first in, first out basis.

6.2 Adjustments to Account

- (a) An interim accounting of the adjustments pursuant to section 6.1 shall be made at Closing based on Vendor's and Purchaser's good faith estimate of the costs and expenses paid by Vendor prior to Closing and the revenues received by Vendor as of the Effective Date and prior to Closing. Vendor and Purchaser shall cooperate in preparing such interim accounting and Vendor shall provide a statement not later than three (3) Business Days prior to Closing and shall assist Purchaser in verifying the amounts set forth in such statement. Vendor and Purchaser shall cooperate in preparing a final accounting of the adjustments pursuant to section 6.1, which Vendor and Purchaser shall finalize within ninety (90) days following the Closing Date (the "**Final Statement of Adjustments**"), and no further or other adjustments whatsoever will be made thereafter. All adjustments after Closing shall be settled by payment by the Party required to make payment to the other Party hereunder within fifteen (15) Business Days of being notified of the determination of the amount owing.
- (b) In the event that final amounts are not available for inclusion within the Final Statement of Adjustments, such amounts shall be estimated by the Parties acting reasonably using such data and information as is reasonably available.
- (c) All adjustments provided for in this Article shall be adjustments to the Purchase Price. An adjustment payable by a Party after Closing pursuant to this section 6.2 which is not paid within fifteen (15) Business Days of a written request for payment from the other Party, shall bear interest at the Prime Rate per annum payable by the paying Party to the other Party from the end of such fifteen (15) Business Day period until the adjustment is paid.

ARTICLE 7 MAINTENANCE OF ASSETS

7.1 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 Raimount and its assets pursuant to the Appointment Order and the current status of the Assets, and subject to the Title Documents and any other agreements and documents to which the Assets are subject:

- (a) maintain the Assets in a proper and prudent manner and in material compliance with Applicable Laws and directions of Governmental Authorities; and
- (b) at the request in writing of Purchaser, acting reasonably, carry out capital expenditures in respect of the Assets reasonably required for the purposes of protecting public safety, employee or operator safety or the environment, the cost of which shall be for the sole account of Purchaser and added to and form part of the Purchase Price as adjusted pursuant to Article 6.

Notwithstanding the foregoing, Purchaser acknowledges that the Wells have been shut-in since prior to the Date of Appointment, and Vendor has not inspected the Assets and is not obligated to inspect the Assets or perform any work on Assets unless so requested by the Purchaser pursuant to section 7.1(b); provided, if Purchaser requests Vendor to perform any work on the Assets pursuant to section 7.1(b), Purchaser will irrevocably post the estimated cost of such work with Vendor prior to the commencement thereof.

7.2 Consent of Purchaser

Notwithstanding section 6.1 and subject to Applicable Laws and directions of Governmental Authorities (including in relation to the receivership proceedings of Raimount 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) surrender, disclaim, abandon, dispose of, release, divest itself of or renounce any of the Assets;
- (b) amend or terminate any Title Document or enter into any new agreement or commitment relating to the Assets; or
- (c) 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.

7.3 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.

7.4 Vendor Deemed Purchaser's Trustee and Agent with respect to Assets

- (a) Insofar as Vendor maintains the Assets and takes actions in relation thereto on Purchaser's behalf pursuant to this ARTICLE 7, Vendor shall be deemed to be the bare trustee and agent of Purchaser hereunder. Purchaser ratifies all actions taken by Vendor or refrained from being taken by Vendor pursuant to this ARTICLE 7 in such capacity during such period, with the intention that all such actions shall be deemed to be Purchaser's actions.
- (b) 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 7, insofar as such Losses are not a direct result of the gross negligence or wilful misconduct of Vendor or its Representatives.

7.5 Post-Closing Trust in relation to Licences

- (a) If the AER does not approve the application for Licence Transfers prior to Closing, either unconditionally or subject to conditions satisfactory to Purchaser, acting reasonably:
 - (i) Raimount shall hold legal title to the Licences in trust as bare trustee for and on behalf of Purchaser until such time as the Licences have been transferred to Purchaser;
 - (ii) Vendor shall take such commercially reasonable steps as are required in order to accomplish the Licence Transfers, provided, except as contemplated by section 7.5(d), Vendor shall not be required to apply to Court for an Order or otherwise; and
 - (iii) Vendor shall not, without the prior written consent of Purchaser, surrender, disclaim, abandon, dispose of, release, divest itself of or renounce any interest in any Licence under section 14.06(4) of the *Bankruptcy and Insolvency Act* (Canada) or otherwise;
- (b) If and so long as Raimount acts as bare trustee of the Licences pursuant to Section 7.5(a), Purchaser shall:
 - (i) procure and maintain insurance in relation to the Assets, effective as of Closing, in accordance with good industry practice and of the type, kind and amount satisfactory to Vendor (acting reasonably), which shall name Vendor as an insured in connection therewith;
 - (ii) indemnify Vendor in relation to all losses, damages and claims suffered by Vendor in relation to Raimount acting as bare trustee of the Licences pursuant to Section 7.5(a); 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.

- (c) Notwithstanding anything to the contrary contained herein, if the application to the AER to approve the Licence Transfers has not been approved within 150 days following the Closing Date, at the request of Vendor, Purchaser will apply (but, for certainty, may apply sooner than 150 days following the Closing Date, at its discretion) to the Court for an Order replacing Receiver as receiver of the Licences and designating the trustee in bankruptcy of Raimount, or such other Person having a trustee license that is acceptable to Purchaser, as trustee of the Licences in place of Raimount.
- (d) In advance of such 150 day period referred to in section 7.5(c) having elapsed, at the request in writing by Purchaser, Vendor shall apply to the Court for an Order requiring the applicable Governmental Authority to complete the License Transfers, provided that Purchaser shall reimburse Vendor for all reasonable fees and costs of Vendor (including the costs of its legal counsel at their usual hourly rates) incurred in connection with such application, and neither such application nor the outcome of the decision of the Court in such application shall constitute a condition subsequent to the Transaction, or in any way affect the Closing, the Purchase Price or each of the Party's respective obligations as set forth in this Agreement. The time required to bring such application shall not extend the 150 day period referred to in section 7.5(c).

ARTICLE 8 PURCHASER'S REVIEW AND ACCESS TO BOOKS AND RECORDS

8.1 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.

8.2 Access to Information

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

- (a) Raimount'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 Raimount or Vendor.

8.3 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 9 GENERAL

9.1 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.

9.2 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.

9.3 Receiver

Purchaser acknowledges that Receiver is acting solely in its capacity as the Court-appointed receiver and manager of Raimount, 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.

9.4 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 any confidentiality agreement entered into (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.

9.5 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.

9.6 Signs and Notifications

Within sixty (60) days following Closing, Purchaser shall remove any signage which indicates Raimount'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.

9.7 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.

9.8 Time of Essence

Time shall be of the essence in this Agreement.

9.9 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 – 6th Avenue SW
Calgary, AB T2P 3H7

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

With a copy to:

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

Attention: Howard Gorman, Q.C.
Fax: (403) 264-5973
Email: Howard.Gorman@nortonrosefulbright.com

Purchaser -

Tantalus Energy Corp.
1510, 555 – 4th Avenue SW
Calgary, AB T2P 3E7

Attention: Brad Golinowski
Email: bg@tantalusenergy.com

With a copy to:

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

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

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

- (a) by delivery to a Party between 8:00 a.m. and 4:00 p.m. on a Business Day at the address of such Party for notices, in which case, the notice shall be deemed to have been received by that Party when it is delivered;
- (b) by facsimile or email to a Party to the facsimile number or email address of such Party for notices, in which case, if the notice was sent prior to 4:00 p.m. on a Business Day, the notice shall be deemed to have been received by that Party when it was sent and if it is sent on a day which is not a Business Day or is sent after 4:00 p.m. on a Business Day, it shall be deemed to have been received on the next following Business Day; or

- (c) except in the event of an actual or threatened postal strike or other labour disruption that may affect mail service, by first class registered postage prepaid mail to a Party at the address of such Party for notices, in which case, the notice shall be deemed to have been received by that Party on the fourth (4th) 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.

9.10 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.

9.11 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.

9.12 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.

9.13 Confidentiality and Public Announcements

Until Closing has occurred and subject to the Confidentiality Agreement (if any), 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 Raimount and such proceedings themselves); or (ii) in connection with obtaining the Court Order; or (iii) as required to Raimount's secured creditors.

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

9.14 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 **RAIMOUNT ENERGY CORP.** and not in its personal or corporate capacity **TANTALUS ENERGY CORP.**



Per: _____
Name: Orest Konowalchuk, CPA, CA, CIRP, LIT
Title:

Per: _____
Name: _____
Title:

Per: _____
Name: _____
Title:

9.14 Counterpart Execution

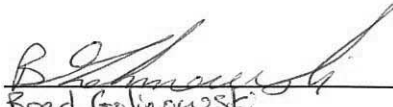
This Agreement may be executed and delivered in counterpart and transmitted by facsimile or other electronic means and all such executed counterparts, including electronically transmitted copies of such counterparts, shall together constitute one and the same agreement.

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 **RAIMOUNT ENERGY CORP.** and not in its personal or corporate capacity

TANTALUS ENERGY CORP.

Per: _____
Name:
Title:

Per: 
Name: Brad Golnowski
Title: Director

Per: _____
Name:
Title:

THE FOLLOWING COMPRISES SCHEDULE "A" ATTACHED TO AND FORMING PART OF A PURCHASE AND SALE AGREEMENT DATED THE 7th DAY OF JANUARY, 2019 BETWEEN ALVAREZ & MARSAL CANADA INC., solely in its capacity as receiver and manager of RAIMOUNT ENERGY CORP., and not in its personal or corporate capacity, and TANTALUS ENERGY CORP.

Lands and Petroleum and Natural Gas Rights

See the attached 3 pages.

Report Date: Jan 03, 2019

Page Number: 1

REPORTED IN HECTARES

MANITOK ENERGY. INC. Mineral Property Report

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
M00554	PNG	CR	256.000			WI	Area : GARRINGTON
Sub: A	WI		256.000	RAIMOUNT CORP.		100.00000000	TWP 34 RGE 2 W5M SEC 34
ACTIVE	0497010619		0.000				ALL PNG FROM BASE OF
	RAIMOUNT CORP.			Total Rental: 896.00			VIKING_ZONE TO BASE PEKISKO
100.00000000	RAIMOUNT CORP.						

----- Related Contracts -----

C01315 A P&S Dec 01, 2018

----- Well U.W.I. Status/Type -----

100/05-34-034-02-W5/00 PRODUCING/GAS

Status	Hectares	Net	Hectares	Net
----- Royalty / Encumbrances -----				

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
CROWN SLIDING SCALE ROYALTY	ALL PRODUCTS	Y	N	% of

Roy Percent:

Deduction: STANDARD

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

100.00000000

Paid by: WI (M)

RAIMOUNT CORP.

100.00000000

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
M00556	PNG	CR	256.000			WI	Area : GARRINGTON
Sub: A	WI		256.000	RAIMOUNT CORP.		100.00000000	TWP 34 RGE 2 W5M SEC 34
ACTIVE	0400060244		256.000				ALL PNG FROM TOP SURFACE TO
	RAIMOUNT CORP.			Total Rental: 896.00			BASE VIKING_ZONE
100.00000000	RAIMOUNT CORP.						

----- Related Contracts -----

C01315 A P&S Dec 01, 2018

----- Well U.W.I. Status/Type -----

102/07-34-034-02-W5/02 FLOWING/GAS

Status	Hectares	Net	Hectares	Net
----- Royalty / Encumbrances -----				

Report Date: Jan 03, 2019

Page Number: 2

REPORTED IN HECTARES

MANITOK ENERGY. INC. Mineral Property Report

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)

	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
	CROWN SLIDING SCALE ROYALTY	ALL PRODUCTS	Y	N	% of
	Roy Percent:				
	Deduction: STANDARD				
M00556	A				
	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: WI (M)		
	AB ENERGY 100.00000000		RAIMOUNT CORP. 100.00000000		

Report Date: Jan 03, 2019

Page Number: 3

REPORTED IN HECTARES

MANITOK ENERGY. INC. Mineral Property Report

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

Report Total: Total Gross: 512.000 Total Net: 256.000

** End of Report **

THE FOLLOWING COMPRISES SCHEDULE "B" ATTACHED TO AND FORMING PART OF A PURCHASE AND SALE AGREEMENT DATED THE 7th DAY OF JANUARY, 2019 BETWEEN ALVAREZ & MARSAL CANADA INC., solely in its capacity as receiver and manager of RAIMOUNT ENERGY CORP., and not in its personal or corporate capacity, and TANTALUS ENERGY CORP.

A. Wells

Area	License	CPA Pretty Well ID	Well Name	Surface Location	WIP Company	WIP	Operator Name	Producing Zone
Garrington	0238716	100/05-34-034-02W5/00	Raimount Et Al Garrington 5-34-34-2	05-34-034-02W5	Raimount	100.000000	Raimount	PKSK
Garrington	0258173	102/07-34-034-02W5/02	Raimount Et Al Garrington 7-34-34-2	07-34-034-02 W5	Raimount	100.000000	Raimount	

B. Facilities

Area	Licence	Description	Sub Type	Surface Location	Status	Licensee	WIP
Garrington	F33671	Compr. Station	Compr. Station	05-34-034-02W5	Issued	Raimount	100.000000

C. Pipelines

Subst.	From Location	From Facility	To Location	To Facility	Licensee	Status	Diam (mm)	Length (km)	Lic	Line
NG	05-34-034-02W5	Well	07-33-034-02W5	Pipeline	Raimount	Operating	114.3	1.04	36928	1
NG	07-34-034-02W5	Compr. station	05-34-034-02W5	Pipeline	Raimount	Operating	88.9	0.75	36928	2
NG	05-34-034-02W5	Well	07-34-034-02W5	Compr. station	Raimount	Operating	114.3	0.75	36928	3

THE FOLLOWING COMPRISES SCHEDULE "D" ATTACHED TO AND FORMING PART OF A PURCHASE AND SALE AGREEMENT DATED THE 7th DAY OF JANUARY, 2019 BETWEEN ALVAREZ & MARSAL CANADA INC., solely in its capacity as receiver and manager of RAIMOUNT ENERGY CORP., and not in its personal or corporate capacity, and TANTALUS ENERGY CORP.

GENERAL CONVEYANCE

THIS GENERAL CONVEYANCE made as of this ____ day of _____, 2019.

BETWEEN:

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

- and -

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

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

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 January 7, 2019.

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 **RAIMOUNT ENERGY CORP.**, and not in its personal or corporate capacity **TANTALUS ENERGY CORP.**

Per: _____
Name:
Title:

Per: _____
Name:
Title:

THE FOLLOWING COMPRISES SCHEDULE "E" ATTACHED TO AND FORMING PART OF A PURCHASE AND SALE AGREEMENT DATED THE 7th DAY OF JANUARY, 2019 BETWEEN ALVAREZ & MARSAL CANADA INC., solely in its capacity as receiver and manager of RAIMOUNT ENERGY CORP., and not in its personal or corporate capacity, and TANTALUS ENERGY CORP.

[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 _____, 2019.

[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 7th DAY OF JANUARY, 2019 BETWEEN ALVAREZ & MARSAL CANADA INC., solely in its capacity as receiver and manager of RAIMOUNT ENERGY CORP., and not in its personal or corporate capacity, and TANTALUS ENERGY CORP.

COURT ORDER

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

DATE ON WHICH ORDER WAS PRONOUNCED: January 18, 2019

LOCATION WHERE ORDER WAS PRONOUNCED: Calgary Courts Centre

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

UPON THE APPLICATION of Alvarez & Marsal Canada Inc., in its capacity as the Court-appointed receiver and manager (the "**Receiver**") of the assets, undertakings and properties of Raimount Energy Corp. (the "**Debtor**") for an order approving the sale transaction (the "**Transaction**") contemplated by a purchase and sale agreement dated January [●], 2019 (the "**Purchase and Sale Agreement**") between the Receiver as

vendor and Tantalus Energy Corp. as purchaser (the “**Purchaser**”), which Purchase and Sale Agreement is appended in redacted form as Appendix • to the • Report of the Receiver dated •, 2019 (the “**Report**”), and in unredacted form as Appendix • to the Confidential Addendum to the Report dated • 2019 (the “**Confidential Addendum**”), and vesting in the Purchaser the Debtor’s right, title and interest in and to the Purchased Assets (as defined below);

AND UPON HAVING READ the order appointing the Receiver dated February 20, 2018 (the “**Receivership Order**”), the Application of the Receiver, filed, the • Report, filed, the Confidential Addendum, filed, and other materials filed in the within proceedings; AND UPON HAVING READ the Affidavit of Service of • sworn •, 2019, filed; AND UPON HEARING the submissions of counsel for the Receiver, National Bank of Canada, the Purchaser, [**the Alberta Energy Regulator (the “AER”) and •**]; AND UPON NOTING no one appearing for any other person on the service list;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

1 All capitalized terms in this Order and the Appendices that are not otherwise defined herein shall have the meaning ascribed to them in the Purchase and Sale Agreement.

2 Service of notice of this application and supporting materials is hereby declared to be good and sufficient, and no other person is required to have been served with notice of this application, and time for service of this application is abridged to that actually given.

APPROVAL OF TRANSACTIONS

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

VESTING OF PROPERTY

4 Upon the delivery of a Receiver’s certificate to the Purchaser substantially in the form set out in **Schedule “A”** hereto (the “**Receiver’s Certificate**”), subject to approval of the transfer of applicable licenses, permits and approvals by AER, and to the permitted encumbrances, caveats, easements and restrictive covenants listed on **Schedule “B”** hereto (the “**Permitted Encumbrances**”), all of the Debtor’s right, title and interest in and to the Assets described in the Purchase and Sale Agreement, including the Leases, Lands, Wells, Facilities and Pipelines listed on **Schedule “C”** hereto (collectively, the “**Purchased Assets**”),

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

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

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

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

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

access rights or royalty contracts, up to the Effective Date, shall be deemed, as against the Purchaser and the counterparty thereto, to be cured.

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

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.

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

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.

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

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

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

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

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

16 Notwithstanding:

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

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

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

LICENSE TRANSFER PROCESS

18 The Court declares that the Receiver is not required to comply with or perform and is not liable for abandonment, reclamation and remediation obligations under the Oil and Gas Conservation Act, RSA 2000, c O-6 ("**OGCA**") or the Pipeline Act, RSA 2000, c P-15 (the "**Pipeline Act**") in relation to any wells, pipelines,

facilities and sites in which the Debtor has an interest that were renounced by the Receiver pursuant to section 14.06(4)(c) of the BIA the (the “**Renounced PNG Assets**”).

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

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

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

20 The Court directs that, in determining whether to approve or deny any application to transfer licenses under the OGCA and/or Pipeline Act, the AER shall not consider or take into account the Debtor

Characteristics or any other factors that are similar in form and/or substance to them, or impose as a condition to any approval of said applications an obligation that the Debtor or the Receiver make payments or take actions to rectify the Debtor Characteristics, or any conditions similar in form or substance to them.

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

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

MISCELLANEOUS MATTERS

23 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.

24 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.

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

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

J.C.Q.B.A.

Schedule "A"

Form of Receiver's Certificate

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

RECITALS

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

B. Pursuant to an Order of the Honourable • Justice • of the Court dated •, 2019, the Court approved the Transaction and the Purchase and Sale Agreement dated as of January •, 2019 (the "**Purchase and Sale Agreement**") between the Debtor by the Receiver as seller and Tantalus Energy Corp. (the "**Purchaser**") and issued an Order vesting in the Purchaser the Debtor's right, title and interest in and to the Assets (as defined in the Purchase and Sale Agreement), which vesting is to be effective upon the delivery

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

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

THE RECEIVER CERTIFIES the following:

1. The Purchaser has paid and the Receiver has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Purchase and Sale Agreement;
2. The conditions to Closing as set out in Sections 3.2, 3.3 and 3.4 of the Purchase and Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and
3. The Transaction has been completed to the satisfaction of the Receiver.
4. This Certificate was delivered by the Receiver at [Time] on ●, 2019.

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

Name:
Title:

Schedule "B"

Permitted Encumbrances

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

- (a) all encumbrances, overriding royalties, net profits interests and other burdens identified in Schedule "A" to the Purchase and Sale Agreement;
- (b) any Rights of First Refusal or any similar restriction applicable to any of the Assets;
- (c) the requirement to receive any consent applicable to the Transaction;
- (d) 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;
- (e) the terms and conditions of the Contracts relating to the Assets;
- (f) defects or irregularities of title as to which the relevant statute(s) of limitations or prescription would bar any attack or claim against Vendor's Interest;
- (g) 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;
- (h) liens securing taxes not yet due and payable;
- (i) 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;
- (j) 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;
- (k) any obligation of Raimount or Vendor to hold any portion of its interest in and to any of the Assets in trust for Third Parties;
- (l) 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;

- (m) 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 Raimount's share of the costs and expenses thereof which are not due or delinquent as of the date hereof or, if then due or delinquent are being contested in good faith by Vendor and Vendor holds reasonable reserves in respect thereof to make such payments to the extent required;
- (n) 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;
- (o) agreements and plans relating to pooling or unitization of any of the Petroleum and Natural Gas Rights;
- (p) provisions for penalties and forfeitures under agreements as a consequence of non-participation in operations; and
- (q) liens granted in the ordinary course of business to a public utility, municipality or Governmental Authority with respect to operations pertaining to any of the Assets for which any required payments are not delinquent as of Closing, or if delinquent are being diligently contested by Vendor and Vendor holds reasonable reserves in respect thereof to make such payments to the extent required.

Schedule "C"

Purchased Assets

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

Lands and Petroleum and Natural Gas Rights

See the attached.

A. Wells

Area	License	CPA Pretty Well ID	Well Name	Surface Location	WIP Company	WIP	Operator Name	Producing Zone
Garrington	0238716	100/05-34-034-02W5/00	Raimount Et Al Garrington 5-34-34-2	05-34-034-02W5	Raimount	100.000000	Raimount	PKSK
Garrington	0258173	102/07-34-034-02W5/02	Raimount Et Al Garrington 7-34-34-2	07-34-034-02 W5	Raimount	100.000000	Raimount	

B. Facilities

Area	Licence	Description	Sub Type	Surface Location	Status	Licensee	WIP
Garrington	F33671	Compr. Station	Compr. Station	05-34-034-02W5	Issued	Raimount	100.000000

C. Pipelines

Subst.	From Location	From Facility	To Location	To Facility	Licensee	Status	Diam (mm)	Length (km)	Lic	Line
NG	05-34-034-02W5	Well	07-33-034-02W5	Pipeline	Raimount	Operating	114.3	1.04	36928	1
NG	07-34-034-02W5	Compr. station	05-34-034-02W5	Pipeline	Raimount	Operating	88.9	0.75	36928	2
NG	05-34-034-02W5	Well	07-34-034-02W5	Compr. station	Raimount	Operating	114.3	0.75	36928	3

Report Date: Jan 03, 2019

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REPORTED IN HECTARES

MANITOK ENERGY. INC. Mineral Property Report

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
M00554	PNG	CR	256.000			WI	Area : GARRINGTON
Sub: A	WI		256.000	RAIMOUNT CORP.		100.00000000	TWP 34 RGE 2 W5M SEC 34
ACTIVE	0497010619		0.000				ALL PNG FROM BASE OF
	RAIMOUNT CORP.			Total Rental: 896.00			VIKING_ZONE TO BASE PEKISKO
100.00000000	RAIMOUNT CORP.						

----- Related Contracts -----

C01315 A P&S Dec 01, 2018

----- Well U.W.I. Status/Type -----

100/05-34-034-02-W5/00 PRODUCING/GAS

Status	Hectares	Net	Hectares	Net
----- Royalty / Encumbrances -----				

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
CROWN SLIDING SCALE ROYALTY	ALL PRODUCTS	Y	N	% of

Roy Percent:

Deduction: STANDARD

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

100.00000000

Paid by: WI (M)

RAIMOUNT CORP.

100.00000000

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
M00556	PNG	CR	256.000			WI	Area : GARRINGTON
Sub: A	WI		256.000	RAIMOUNT CORP.		100.00000000	TWP 34 RGE 2 W5M SEC 34
ACTIVE	0400060244		256.000				ALL PNG FROM TOP SURFACE TO
	RAIMOUNT CORP.			Total Rental: 896.00			BASE VIKING_ZONE
100.00000000	RAIMOUNT CORP.						

----- Related Contracts -----

C01315 A P&S Dec 01, 2018

----- Well U.W.I. Status/Type -----

102/07-34-034-02-W5/02 FLOWING/GAS

Status	Hectares	Net	Hectares	Net
----- Royalty / Encumbrances -----				

Report Date: Jan 03, 2019

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REPORTED IN HECTARES

MANITOK ENERGY. INC. Mineral Property Report

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)

	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
	CROWN SLIDING SCALE ROYALTY	ALL PRODUCTS	Y	N	% of
	Roy Percent:				
	Deduction: STANDARD				
M00556	A		Min Pay:		Prod/Sales:
	Gas: Royalty:		Div:		Prod/Sales:
	S/S OIL: Min:	Max:	Min:		Prod/Sales:
	Other Percent:				
	Paid to: LESSOR (M)		Paid by: WI (M)		
	AB ENERGY 100.00000000		RAIMOUNT CORP. 100.00000000		

Report Date: Jan 03, 2019

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REPORTED IN HECTARES

MANITOK ENERGY. INC. Mineral Property Report

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

Report Total: Total Gross: 512.000 Total Net: 256.000

** End of Report **

Schedule "D"

Registrations to be Discharged

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

"Computershare" means Computershare Trust Company of Canada;

"NBC" means National Bank of Canada; and

"Raimount" means Raimount Energy Inc. and/or Raimount Energy Corp., as applicable.

Part 1 - Encumbrances registered with Alberta Energy against Crown Leases

Lands	Crown Lease / Licence	Registration & Date	Secured Party / Lienholder	Description Of Encumbrance
TWP 34 RGE 02 W5M SEC 34	0400060244	SN 1800111 2018/01/22	NBC	Security Notice against the interest of Raimount
TWP 34 RGE 02 W5M SEC 34	0497010619	SN 1800111 2018/01/22	NBC	Security Notice against the interest of Raimount

Part 2 – Encumbrances registered in the Personal Property Registry of Alberta against Raimount

Claimant	Registration Details	Registration Type
NBC	Registration Number: 16081927167 Registration Date: August 19, 2016	Security Agreement
NBC	Registration No: 16081927181 Registration Date: August 19, 2016	Land Charge
Computershare	Registration No: 16102610226 Registration Date: October 26, 2016	Security Agreement
Computershare	Registration No: 16102610254 Registration Date: October 26, 2016	Land Charge
NBC	Registration No.: 17060931593 Registration Date: June 9, 2017	Security Agreement
NBC	Registration No.: 17060931636 Registration Date: June 9, 2017	Land Charge