

COURT FILE NO. QB No. 151 of 2022 Clerk's Stamp  
COURT COURT OF KING'S BENCH FOR SASKATCHEWAN IN BANKRUPTCY AND INSOLVENCY  
JUDICIAL CENTRE SASKATOON



RESPONDENTS ABBEY RESOURCES CORP.  
DOCUMENT FOURTH REPORT OF THE RECEIVER, MNP LTD.  
DATED OCTOBER 30, 2023

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT  
Counsel to the Receiver  
McDougall Gauley LLP  
500 – 616 Main Street  
Saskatoon, SK S7H 0J6  
Telephone: 306-665-5417  
Facsimile: 306-664-4431  
Email: [isutherland@mcdougallgauley.com](mailto:isutherland@mcdougallgauley.com) / [cfrith@mcdougallgauley.com](mailto:cfrith@mcdougallgauley.com)

Attention: Ian Sutherland / Craig Frith

Receiver  
MNP Ltd.  
Suite 2000, 112 – 4 Avenue SW  
Calgary, AB T2P 0H3

Telephone: 403-298-8479 / 403-537-8424  
Email: [vic.kroeger@mnp.ca](mailto:vic.kroeger@mnp.ca) / [rick.anderson@mnp.ca](mailto:rick.anderson@mnp.ca)

Attention: Victor P. Kroeger / Rick Anderson

## APPENDICES

Appendix A	Sayer Marketing Brochure
Appendix B	Redacted Agreement of Purchase and Sale with You First Energy
Appendix C	Unsigned Amendment to the Agreement of Purchase and Sale
Appendix D	List of Residual Assets
Appendix E	Receiver's Interim Statement of Receipts and Disbursements to September 30, 2023

## INTRODUCTION AND BACKGROUND

- 1 On August 13, 2021, an Initial Order was granted by the Court of Queen's Bench of Saskatchewan in Bankruptcy and Insolvency, as it was known at the time (the "**Court**"), under the *Companies' Creditors Arrangement Act*, R.S.C. 1985 c. C-36, as amended (the "**CCAA**") in respect of Abbey Resources Corp. ("**Abbey**" or the "**Company**") that granted a stay of proceedings until August 23, 2021. MNP Ltd. ("**MNP**") was appointed as Monitor (the "**Monitor**") in the CCAA proceedings. The stay of proceedings was extended and remained in place until February 28, 2022. MNP in its capacity as Monitor of Abbey was discharged on March 4, 2022.
- 2 On February 28, 2022, upon the application of the Government of Saskatchewan, as represented by the Minister of Energy and Resources ("**MER**"), the Rural Municipality of Lacadena No. 228, the Rural Municipality of Snipe Lake No. 259, and the Rural Municipality of Miry Creek No. 229, the Court granted an Order (the "**Receivership Order**") appointing MNP as receiver (the "**Receiver**") of the assets, undertakings, and properties (the "**Assets**") of Abbey.
- 3 The Receiver engaged Sproule Asset Management Limited ("**Sproule**") on February 28, 2022, to oversee the operation of the Assets.
- 4 This is the Receiver's fourth report (the "**Fourth Report**").
- 5 Information on the Receivership proceedings can be accessed on MNP's website at: <https://mnpdebt.ca/en/corporate/corporate-engagements/abbey-resources> (the "**Receiver's Website**").
- 6 All amounts included herein are in Canadian dollars unless otherwise stated.

## NOTICE TO READER

- 7 In preparing the Fourth Report and making comments herein, the Receiver has relied upon certain unaudited, draft or internal financial information, including Abbey's books and records, and information from other third-party sources (collectively, the "**Information**"). The Receiver has not audited, reviewed or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would wholly or partially comply with generally accepted assurance standards or other standards established by the Chartered Professional Accountants of Canada (the "**Standards**"). Additionally, none of the Receiver's procedures were intended to disclose defalcations or other irregularities. If the Receiver were to perform additional procedures or to undertake an audit examination of the Information in accordance with the Standards, additional matters may come to the Receiver's attention. Accordingly, the Receiver does not express an opinion, nor does it provide any other form of assurance on the financial or other information presented herein. The Receiver may refine or alter its observations as further information is obtained or brought to its attention after the date of the Second Report.

- 8 The Receiver assumes no responsibility or liability for any loss or damage occasioned by any party as a result of the use of the Fourth Report. Any use which any party makes of the Fourth Report or any reliance or decision to be made based on the Fourth Report is the sole responsibility of such party.

#### PURPOSE OF REPORT

- 9 The purpose of the Fourth Report is to provide this Honourable Court with information in respect of the activities of the Receiver since the Receiver's Second Report to the Court dated August 26, 2023, and an application by the Receiver (the "**Application**") seeking approval of, among other things:
- (a) An agreement of purchase and sale between the Receiver and You First Energy Inc. ("**You First**" and the "**You First PSA**", respectively) for the sale of the "Abbey Area" wells, the related facilities, pipelines, and mineral and surface leases, and the associated licenses, permits, and approvals (collectively, the "**Purchased Assets**") more particularly described in the You First PSA and schedules to the draft Sale Approval and Vesting Order (the "**SAVO**");
  - (b) The vesting of Abbey's right, title, and interest in and to the Purchased Assets in You First free and clear of all Claims and Encumbrances (as those terms are defined in the SAVO);
  - (c) The Receiver subsequently selling certain of Abbey's redundant field assets (the "**Redundant Assets**") without further Court approval;
  - (d) Increasing the dollar values in paragraph 3(l)(i) of the Receivership Order to \$400,000 and \$1.0 million, respectively, to facilitate the sale of the Field Assets without further Court approval;
  - (e) A sealing order (the "**Sealing Order**") in relation to the confidential supplement to the Fourth Report (the "**Confidential Supplement**");
  - (f) The reported actions of the Receiver described in this Fourth Report;
  - (g) The Receiver's anticipated disclaimer of the unsold natural gas properties (the "**Unsold Natural Gas Assets**") to the Orphan Well Association (the "**OWA**");
  - (h) The Receiver's Interim Statement of Receipts and Disbursements for the period from August 1, 2022, to September 30, 2023;
  - (i) The Receiver's fees and disbursements for the period from August 1, 2022, to September 30, 2023;
  - (j) The fees and disbursements of the Receiver's legal counsel, McDougall Gauley LLP ("**McDougall**"), for the period of August 1, 2022, to September 30, 2023; and
  - (k) The destruction of Abbey books and records.

## ACTIVITIES OF THE RECEIVER

10 Since the Receiver's Second Report of August 26, 2022, the Receiver has:

- (a) Ensured all critical safety and maintenance requirements were in place and maintained for Abbey's shallow gas assets (the "**Natural Gas Assets**");
- (b) Maintained adequate insurance on the Natural Gas Assets;
- (c) Corresponded with landowners and surface lease holders;
- (d) Carried out repairs and maintenance on the Natural Gas Assets, as required;
- (e) Negotiated a new field office lease;
- (f) Paid operational costs;
- (g) Worked with Sproule to maximize production;
- (h) Determined property tax obligations;
- (i) Worked with Ritchie Bros. to complete the auction of the Surplus Assets (as that term is defined in the Second Report);
- (j) Organized the removal of the Surplus Assets from the Abbey field by Ritchie Bros. and the successful bidders;
- (k) Completed environmental reporting as required;
- (l) Applied for and received carbon tax registration status with the Government of Canada and the Government of Saskatchewan as an emitter and producer of shallow gas;
- (m) Held regular meetings with Sproule and McDougall to debrief on operations and ongoing issues;
- (n) Engaged Sayer to solicit offers to purchase the Property;
- (o) Corresponded with Sayer, Sproule, McDougall and the MER regarding the potential purchaser offers;
  
- (p) Provided regular updates to the MER and other stakeholders as requested;
- (q) Received and responded to various creditor inquiries;
- (r) Prepared and filed monthly GST returns;
- (s) Sold additional redundant assets as they became available, along with assets not sold during the Ritchie Bros. auction;
- (t) Maintained the Receiver's website for these proceedings;
- (u) Conducted the Sales Solicitation Process (the "**SSP**") approved by the SSP Approval Order;
- (v) Corresponded and negotiated with potential purchasers;
- (w) Entered into the You First PSA for the Purchased Assets;
- (x) Met with the MER to determine next steps regarding the Unsold Natural Gas Assets and the Redundant Assets; and

- (y) Prepared the Unsold Natural Gas Assets listing in order to disclaim those assets to the Orphan Well Association for abandonment and reclamation.

## **CONDUCT OF THE SSP**

### **(a) Timelines**

- 11 The SSP, as defined in the Third Report, had provided a sales process timeline of:
  - (a) Publication of the sale - October 2022;
  - (b) Non-binding letter of intent to Sayer and the Receiver (end of phase 1) – December 15, 2022 (“Phase 1”);
  - (c) Selection of qualified bidders – five business days after the bid deadline;
  - (d) Submission of binding offers - January 31, 2023 (“Phase 2”);
  - (e) Court approval – within 30 days of January 2023; and
  - (f) Closing date – February 2023.
  
- 12 The Court, as part of the approval of the SSP, allowed the timelines set out to be extended as appropriate by the Receiver without the need to return to the Court for further approval.

### **(b) Marketing Phase**

- 13 Following the issuance of the SSP Approval Order, the Receiver and Sayer conducted the initial marketing of the SSP and Natural Gas Assets in accordance with paragraphs 12 and 13 of the SSP.
  
- 14 In order to generate interest in the Natural Gas Assets, Sayer:
  - (a) prepared a marketing brochure summarizing the Natural Gas Assets (the “**Marketing Brochure**”). A copy of the Sayer marketing brochure is attached as Appendix “A”;
  - (b) mailed the Marketing Brochure to approximately 600 of its contacts on October 19, 2022;
  - (c) posted the Marketing Brochure to its website on October 19, 2022, together along with corresponding maps and summary information on each of the fields. Sayer’s internet provider advised that the information from the website was downloaded 424 times which Sayer advises is a high number for an offering of this size;
  - (d) on October 20, 2022, emailed the Marketing Brochure to approximately 2,250 of its contacts.
  - (e) placed an advertisement in the Daily Oil Bulletin (the “DOE”) that the DOE advises was viewed 277 times;
  - (f) placed an advertisement in the BOE Report on October 24, 2022, that the BOE Report advises was viewed 2,062 times;

- (g) placed advertisements in A&D Watch, Energy Advisors Group and Sayers Canadian Oil Industry Asset Sale Listing; and
  - (h) populated a physical data room that was available to prospective purchasers from the week of October 17, 2022, through to January 19, 2023.
- 15 In the result, Sayer received executed confidentiality agreements (each a "CA" and together the "CAs") from 22 parties at the conclusion of the SSP's solicitation of interest and marketing process. Sayer advised that this was a high number of interested parties for a divestiture of this nature.

(c) **Phase 1**

- 16 Each party who provided an executed CA was given access to the virtual data room containing confidential information relating to the Natural Gas Assets.
- 17 You First, through its related company Future Now Energy LLC, was one of two parties that asked questions and requested additional information in its evaluation of the Natural Gas Assets. You First was also the only party who performed a site visit as part of its Phase 1 due diligence.
- 18 At the request of one of the bidders, the Receiver, in consultation with Sayer, extended the Phase 1 deadline from 12:00 p.m. on December 15, 2022, to 12:00 p.m. on January 19, 2023 (the "**Revised Phase 1 Bid Deadline**").
- 19 Six companies submitted non-binding letters of intent by the Revised Phase 1 Bid Deadline. Sayer advised the Receiver that the ratio of bids to CAs received was comparable to other similar divestiture assignments Sayer had recently managed.
- 20 After considering the submissions from the bidders, the Receiver instructed Sayer to advise all but one of the bidders that they had met the requirements to be Qualified Bidders (as defined in the SSP) such that they would be proceeding to Phase 2. The non-binding letter of intent that was not deemed a Qualified LOI (as defined in the SSP) is attached to (and discussed in) the Confidential Supplement.

(d) **Phase 2**

- 21 On January 27, 2023, Sayer, at the Receiver's instruction, advised the Qualified Bidders that they were proceeding with Phase 2 of the SSP and that the Phase 2 Bid Deadline (as defined in the SSP) was being extended from 12:00 p.m. on January 31, 2023, to 12:00 p.m. on March 28, 2023 (the "**Revised Phase 2 Bid Deadline**").
- 22 One Qualified Bidder decided not to participate in Phase 2. The remaining four Qualified Bidders all submitted binding offers by the Revised Phase 2 Bid Deadline. The binding offers received were all deemed to be Qualified Phase 2 Bids (as defined in the SSP). Copies of the offers to purchase for each party are enclosed in the Confidential Supplement.

**(e) Phase 2 Bid Assessment**

- 23 As part of the Receiver's assessment process, the Receiver shared the particulars of the Qualified Phase 2 Bids with the MER to allow it to determine whether the bidders were eligible for license transfers and calculate the resulting deposit required, if any.
- 24 None of the Qualified Phase 2 Bids contemplated purchasing the Natural Gas Assets in their entirety, which created an unforeseen issue. Specifically, the acceptance of any of the bids would require possible unanticipated modifications to the gathering system to remove the pressurized pipeline segments that would no longer be actively used going forward (the "Dead Legs") which, if left unattended, presented an environmental risk.
- 25 In further discussing the Qualified Phase 2 Bids with the MER, the Receiver determined that the MER required the Qualified Bidders to provide better particulars with respect to the wells, pipelines, flowlines, and related licenses they wished to purchase. From the MER's perspective, the Qualified Bidders having only offered to purchase certain portions of the Natural Gas Assets might require the MER to split certain of Abbey's existing pipeline and flowline licenses or create new licenses to facilitate the transfer. More information was required from the Qualified Bidders to make that determination.
- 26 Before the Receiver could determine the Successful Bidder(s), it had to determine the estimated cost of removing the Dead Legs, which would need to be completed prior to the transfer of any of the licenses of the Natural Gas Assets, and the Receiver requested that the Qualified Bidders provide the specific Abbey pipeline and flowline license numbers and a final list of wells and facilities for MER's further review to determine if it would need to split and create new licenses as part of any potential transfer.
- 27 The Receiver, through Sayer, requested that the Qualified Bidders submit the additional information required by the MER along with additional details regarding their directors, officers, and shareholders on or before April 28, 2023. The Qualified Bidders were also asked to confirm that they had been in contact with Carry the Kettle First Nation ("CTK") and Indian Oil and Gas Corporation ("IOGC") as all parties had expressed interest in the Natural Gas Assets located on CTK land. All parties confirmed to the Receiver that they had contacted both CTK and IOGC.

**(f) Selection of You First**

- 28 After considering the additional information that was provided by the Qualified Bidders and calculating the anticipated costs of removing the resulting Dead Legs in each sale scenario, the Receiver was in a better position to analyze the Qualified Phase 2 Bids.
- 29 The Receiver, in consultation with MER in its capacity as regulator, identified the You First submission as potentially being the superior bid due to, among other things, the combination of the cash purchase price, properties being purchased, assumed liabilities, and minimal number of Dead Legs that would

be created as a result of the transfer. The particulars of this analysis are set out in the Confidential Supplement.

30 For the reasons discussed above and in the Confidential Supplement, You First was the party selected, subject to the parties being able to negotiate a definitive agreement, as the Purchase and Sale Agreement You First submitted with its Qualified Phase 2 Bid was no longer current in terms of the closing date, the Natural Gas Assets to be purchased, etc.

**(g) Negotiation of the You First PSA**

31 The Receiver met with You First on June 28, 2023, to negotiate the definitive agreement. As a result of subsequent negotiations between You First and the MER regarding the latter's deposit requirements and conditions for bringing certain non-producing properties back into production, You First further revised its list of the Natural Gas Assets it wished to purchase. You First's revisions to the asset list meant that the Receiver had to revise its analysis, the particulars of which are set out in the Confidential Supplement.

32 Once the revisions were finalized, the Receiver, in consultation with Sproule, then had to populate and finalize the detailed schedules to the agreement of purchase and sale, following which the schedules had to be reviewed and independently verified by You First. This process took a considerable amount of time.

33 On October 4, 2023, the Receiver and You First signed the You First PSA. A redacted copy of the You First PSA is attached hereto as Appendix "B". The Receiver and You First subsequently identified certain inaccuracies in Schedule "A" to the Your First PSA. The parties have prepared the Amendment to the Agreement of Purchase and Sale. This document will be executed in the near future. A copy of the unsigned Amendment to the Agreement for Purchase and Sale is attached here to as Appendix "C." The You First PSA (as amended) contemplates the purchase and sale of: 102 of the Abbey Area wells and the related facilities, pipelines, and mineral and surface leases, and the associated licenses, permits, and approvals, (the "**Purchased Assets**").

34 The other Qualified Bidders were advised on October 4, 2023, that an offer had been accepted and all deposits held by the Receiver were returned to the unsuccessful bidders by October 17, 2023.

35 The Receiver is requesting that the Court approve the You First PSA and transaction for the following reasons:

(a) The consideration is fair and reasonable in the circumstances taking into account:

- (i) the cash portion of the purchase price;
- (ii) the assumed liabilities; and
- (iii) the comparative costs of removing any resulting Dead Legs;

- (b) The assets were widely exposed to the market;
- (c) The MER supports the You First PSA and transaction; and
- (d) In the Receiver's view, concluding the transaction with You First is the preferred outcome at this time given the unanticipated problems encountered in the SSP, the passage of time, and fact that the continuation of the receivership is no longer economic (as discussed in more detail below).

#### **THE UNSOLD NATURAL GAS ASSETS**

- 36 Following the completion of the sale to, the Unsold Natural Gas Assets will be shut in and ultimately disclaimed to the OWA. The Receiver, in consultation with Sproule, has determined that the Unsold Natural Gas Assets cannot be operated on an economical basis, suggesting further sale attempts would be unsuccessful and not worth the attendant costs.
- 37 The Receiver is advised by Sproule that the Unsold Natural Gas Assets are comprised of 695 producing wells, 768 non-producing wellheads, 2,441 pipeline segments and five main facility sites. The Receiver anticipates that, in the event the transaction closes, the MER will be issuing an abandonment order in respect of the Unsold Natural Gas Assets, following which the Receiver will prepare the properties for abandonment (as more particularly described in the next section of this Report) and disclaim them.
- 38 The Receiver held a meeting with the MER to discuss next steps with respect to the Unsold Natural Gas Assets. On October 18, 2023, the MER advised the Receiver that all Unsold Natural Gas Assets are to be made safe for the Receiver to disclaim them to the OWA, which entails the following:
- (a) Weed mowing and lease upkeep (garbage removed);
  - (b) Fluid in the production tanks is to be removed and disposed at WPF (volumes entered on Petrinex);
  - (c) Wells are to be shut in and disconnected;
  - (d) Wells are to be locked and secured;
  - (e) Valves are to be locked to avoid tampering at tanks;
  - (f) Fencing (snow fence) or marking off any open excavations;
  - (g) Making sure make sure that the entire gathering system is de-pressurized in a safe manner up to and including the compressors;
  - (h) All chemicals that are currently being stored on leases should be removed;
  - (i) Ensuring the licences have had their status updated to suspended in IRIS; and
  - (j) Creating a spreadsheet and/or database listing conditions of the well/facility.
- 39 At the Receiver's request, Sproule created an estimate of the costs of completing this work. If all of the activities identified by the MER were carried out on the Unsold Natural Gas Assets, Sproule estimates it would cost approximately \$2,220,000.

40 The Receiver has notified Abbey's suppliers, gas purchasers and contractors that production will cease on behalf of the receivership on October 31, 2023.

#### **THE RESIDUAL ASSETS**

41 Once the Unsold Natural Gas Assets are shut in and prepared for abandonment, certain field and other assets that are currently in use will become surplus assets (defined above as the "**Residual Assets**"). A list of the Residual Assets is attached as Appendix "C." The Confidential Supplement contains the estimated selling price range as provided by Sproule.

42 If the Residual Assets are abandoned where they are, the Receiver understands that there is a high probability that they will be vandalized, stolen, and otherwise devalued.

43 The Receiver's recommendation is to sell the Residual Assets to create additional value for the Abbey estate. This could decrease the final abandonment and reclamation costs that will be borne by the OWA once the Unsold Natural Gas Assets are disclaimed.

44 The Receivership Order in paragraph 3(l)(i) states that the Receiver can sell assets not exceeding \$50,000, provided that the aggregate consideration for all such transactions does not exceed \$100,000 without Court approval. In order to minimize the cost to the Receivership in not requiring Court approval applications for each sale, the Receiver is requesting that these cumulative thresholds be increased to \$400,000, and \$1.0 million, respectively.

#### **SEALING ORDER APPLICATION**

45 At the November 2, 2023 hearing, the Receiver is seeking to seal the Confidential Supplement until further Order of the Court or until the Receiver advises the Local Registrar in writing that the sealing is no longer necessary. The Receiver is of the view that the disclosure of the purchase price under the You First PSA and the estimated selling prices of the Residual Assets may be detrimental to future attempts to sell the Purchased Assets if the transaction with You First does not close and the marketing and sale of the Residual Assets. The confidential information consists of the purchase price and other financial terms in the You First PSA, the particulars of the bids received in the SSP, and the estimated selling prices of the Residual Assets as provided by Sproule and there are no reasonable alternative measures to getting this information before the Court while maintaining confidentiality.

#### **FUNDING OF THE RECEIVERSHIP**

46 The Receiver's initial \$500,000 borrowing limit was based on information available at the time the Receivership Order was granted.

47 In 2022 natural gas prices averaged \$5.2794 which allowed the receivership to experience significant cash surpluses to a high of approximately \$1.7 Million in June 2022.

- 48 In 2023 the price of natural gas has declined to average \$2.7114 that has now resulted in the cash balance to deteriorate to the present \$481,715.62, including potential purchaser deposits of \$35,000 that were refunded in October, 2023. Adding to the deterioration of cash balance is the fact that the 2023 property taxes on certain properties is coming due as well as the obligation to pay the selling commission payable to Sayer at the conclusion of the You First transaction, if approved by this Honourable Court.. The estimated amount of the 2023 property taxes is \$650,000.
- 49 In order to ensure that the Receiver will have the ability to pay the property taxes, pay Sayer's commission, and to ensure that the necessary work in respect of the Unsold Natural Gas Assets is completed so that the properties are surrendered to the OWA in an environmentally safe manner, the Receiver requests that the maximum borrowing limit be increased to \$3 million. Every funding request would be subject to the approval of the MER and/or OWA as lenders under the Receiver's Certificates. Those costs could offset by proceeds realized from the sale of the Residual Assets.

#### **INTERIM STATEMENT OF RECEIPTS AND DISBURSEMENTS**

- 50 The Receiver's Interim Statement of Receipts and Disbursements for the period from February 28, 2022, to September 30, 2023 is attached as Appendix "D".
- 51 With the sale of the Purchased Assets and the Receiver ceasing to operate the Unsold Natural Gas Assets, no production revenue will be realized after the October 31, 2023 production month. The October 2023 production revenue will be received on or around November 25, 2023. Those funds will be applied against the expenses associated with the October production, the closing of the You First PSA, and preparing the Unsold Natural Gas Assets to be disclaimed to the OWA.
- 52 Between February 28, 2022 and September 30, 2023 the Receiver had:
- (a) cash receipts of:
    - (i) \$13,449,406.66 from net operations;
    - (ii) \$635,560.62 from the auction of the Surplus Assets and subsequent sales of other redundant assets;
  - (b) cash disbursements of:
    - (i) \$11,425,851.18 for operations;
    - (ii) \$940,077.01 for operational administration costs; and
    - (iii) \$1,294,714.60 for professional fees.

## APPROVAL OF PROFESSIONAL FEES AND DISBURSEMENTS

- 53 The Receiver is requesting approval of the professional fees and disbursements of the Receiver and McDougall for the time period of August 1, 2022, to September 30, 2023.
- 54 A summary of the Receiver's professional fees and disbursements for the time period of August 1, 2022, to September 30, 2023 is attached hereto as Schedule A of Appendix D. The fees and disbursements total \$487,220.15 (exclusive of GST). The accounts themselves (redacted where appropriate for privilege) can be provided to the Court upon request.
- 55 A summary of McDougall's professional fees and disbursements for the time period of August 1, 2022, to September 30, 2023 is attached hereto as Schedule A of Appendix D. The fees and disbursements total \$383,501.60 (exclusive of GST and PST). The accounts themselves (redacted where appropriate for privilege) can be provided to the Court upon request.
- 56 The Receiver and McDougall's accounts set out the date the work was completed and contain a description of the work, the length of time taken to complete each task, and the name and hourly rate of the individual providing the services.
- 57 The Receiver and McDougall's specific accounts have been paid from the Receiver's operating accounts with operating revenue generated over the course of these proceedings.
- 58 The Receiver respectfully submits that its professional fees and disbursements, and those of McDougall, are fair and reasonable in the circumstances. The Receiver's and McDougall's fees have been charged by the various providers at their standard hourly rates which, in the Receiver's experience, are comparable to the standard rates of other providers of similar services in Saskatchewan. Since the Second Report, the Receiver has needed to extensively meet with McDougall, Sproule, and sometimes both advisors to:
- (a) address ongoing operational issues (e.g., spill activity and employee, contractor, and service provider issues);
  - (b) substantively respond to, or prepare to meet with, MER and its counsel to address ongoing regulatory matters; and
  - (c) navigate the SSP and assess the bids received and information requests from the bidders and MER.

## COMPANY BOOKS AND RECORDS

- 59 The Company's books and records relating to the Purchased Assets will be released to You First on closing of the You First SPA.
- 60 This leaves books and records related to the Unsold Natural Gas Assets and corporate records related to Abbey (collectively, the "Remaining Books and Records"). The MER has advised that it has no interest in the Remaining Books and Records. Therefore, the Receiver intends to offer the Remaining Books and Records to Mr. Jim Gettis, the Company's president ("**Mr. Gettis**") and should he either advise us he has no interest in the Remaining Books and Records or does not respond within a 2 week period after being notified, the Receiver seeks authority to have the Remaining Books and Records destroyed.

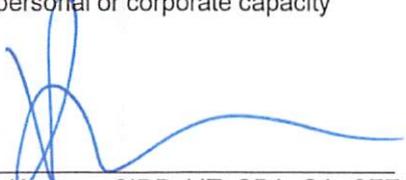
## CONCLUSION AND RECOMMENDATION

- 61 Based upon the foregoing, the Receiver respectfully recommends this Honourable Court issue an Order for approval for the following:
- (a) The You First PSA and the sale of the Purchased Assets;
  - (b) Vesting all of Abbey's right, title, and interest in and to the Purchased Assets in You first free and clear of all Claims and Encumbrances (as those terms are defined in the SAVO);
  - (c) Authorizing the Receiver to sell the Redundant Assets without Court approval;
  - (d) Increasing the dollar values in paragraph 3(l)(i) of the Receivership Order to \$400,000 and \$1.0 million to facilitate the sale of the Field Assets without further Court approval;
  - (e) Sealing the Confidential Supplement;
  - (f) Increasing of the Receiver's borrowing limit to \$3 million;
  - (g) The reported actions of the Receiver in administering these receivership proceedings provided that only the Receiver, in its personal capacity and with respect to its own personal liability, shall be entitled to rely upon or utilize in any way such approvals
  - (h) The fees and disbursements of the Receiver to September 30, 2023 of \$487,220.15 plus GST;
  - (i) The fees and disbursements of McDougall to September 30, 2023 of \$590,627.90 plus GST and PST; and
  - (j) The destruction of the Remaining Books and Records should they not be returned to Mr. Gettis.

All of which is respectfully submitted this 30th day of October 2023.

**MNP Ltd.**, in its capacity as Receiver of Abbey Resources Corp  
and not in its personal or corporate capacity

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

  
Victor P. Kroeger, CIRP, LIT, CPA, CA, CFE  
Senior Vice President

# APPENDIX A

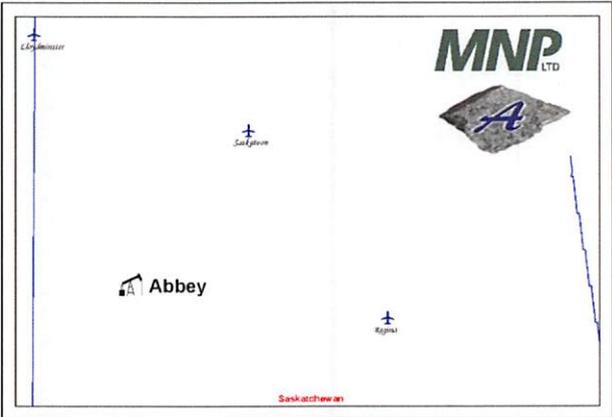


**Receivership Sale**  
**BID DEADLINE: 12:00 pm January 19, 2023**

**Receivership Sale:  
 Abbey Area, SW Saskatchewan  
 5.7 MMcf/d of Natural Gas (944 boe/d)**



On February 28, 2022, MNP Ltd. was appointed as the receiver (the "Receiver") of **Abbey Resources Corporation** ("Abbey" or the "Company") pursuant to an Order of the Court of Queen's Bench of Saskatchewan (as at then was). The Receiver has engaged **Sayer Energy Advisors** to assist it with a sale of all of Abbey's oil and natural gas properties located in Saskatchewan (the "Properties"). The Receiver has also provided a Sales Solicitation Process document (the "SSP") outlining the details of the receivership sale. A copy of the SSP is found on our website at [www.sayeradvisors.com](http://www.sayeradvisors.com)



The Properties are located in the *Greater Abbey* area of southwestern Saskatchewan. The Properties are situated on Carry the Kettle First Nation, Crown and freehold lands.

The Properties in the *Greater Abbey* area are comprised of distinct operational areas in the *Lacadena South, Shackleton, Abbey, Lacadena North, Cramersburg, Miry Bay, and Snipe Lake* areas.

The Properties provide low-decline shallow natural gas production primarily from the late Cretaceous Milk River, Medicine Hat and Colorado formations.

Average daily production net to Abbey from the Properties for the month of August 2022 was approximately 5.7 MMcf/d of natural gas (944 boe/d).

Operating income net to Abbey from the Properties for the month of August of 2022 was approximately \$401,000 per month, or \$4.8 million on an annualized basis.

**PROCESS & TIMELINE**

Sayer Energy Advisors is accepting offers as outlined in the SSP to acquire the Properties until **12:00 pm on Thursday, January 19, 2023**.

Timeline	
Week of October 17, 2022	Preliminary Information Distributed
Week of October 17, 2022	Data Room Opens
<b>January 19, 2023</b>	<b>Bid Deadline</b>
February 1, 2023	Effective Date
February 2023	Closing Date

*Sayer Energy Advisors does not conduct a "second-round" bidding process; the intention is to attempt to conclude transaction(s) with the party(ies) submitting the most acceptable proposal(s) at the conclusion of the process.*

**Sayer Energy Advisors is accepting offers as outlined in the SSP from interested parties until noon on Thursday, January 19, 2023.**



**Production & Financial Overview**

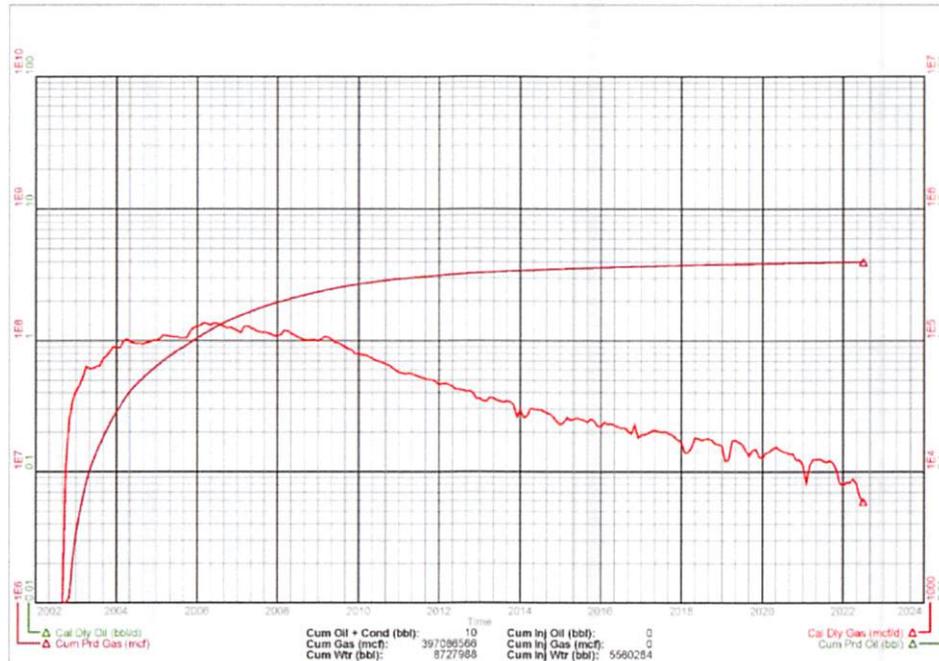
Average daily production net to Abbey from the Properties for the month of August 2022 was approximately 5.7 MMcf/d of natural gas (944 boe/d).

Operating income net to Abbey from the Properties for the month of August of 2022 was approximately \$401,000 per month, or \$4.8 million on an annualized basis.

PROPERTY	AUGUST 2022 NET PRODUCTION (Average Daily)				NOI
	Oil	Ngl	Nat. Gas	Total	AUG. 2022
	bbl/d	bbl/d	Mcf/d	boe/d	Monthly
Lacadena South	-	-	1,802	300	\$134,000
Shackleton	-	-	1,461	244	\$117,000
Abbey	-	-	1,268	211	\$133,000
Lacadena North	-	-	618	103	\$32,000
Cramersburg	-	-	513	86	\$21,000
Miry Bay*	-	-	-	-	(\$10,000)
Snipe Lake*	-	-	-	-	(\$26,000)
<b>TOTAL</b>	<b>-</b>	<b>-</b>	<b>5,662</b>	<b>944</b>	<b>\$401,000</b>

\*Production from the Miry Bay and Snipe Lake properties is currently shut-in.

**Greater Abbey, Saskatchewan Gross Production Group Plot of Abbey's Natural Gas Wells**



## LMR Summary

As of September 28, 2022, Abbey's net deemed asset value for the Properties was (\$48.4 million) (deemed assets of \$31.0 million and deemed liabilities of \$79.4 million), with an LMR ratio of 0.39.

Deemed Assets	Deemed Liabilities	Net Deemed Assets	LMR
\$31,016,726*	\$79,369,800	(\$48,353,074)	0.39

\*The Company currently has a \$27.7 million deposit in place with the Saskatchewan Ministry of Energy and Resources which is not included in the table above. There is an outstanding security balance owing of approximately \$20.7 million.

## Cash Flow Forecast

A cash flow forecast of the Properties was prepared for this divestiture ("Cash Flow Forecast"). The Cash Flow Forecast was developed using the currently producing wells as a production base with an effective date of October 1, 2022, using an average of GLJ Ltd., McDaniel & Associates Consultants Ltd. and Sproule Associates Limited forecast pricing as of October 1, 2022.

The Cash Flow Forecast estimates that, as of October 1, 2022, the future natural gas production of the Properties to be 13.9 Bcf of natural gas (2.3 million boe), with an estimated net present value of \$12.7 million using forecast pricing at a 10% discount rate.

## Marketing Overview

The Company has a natural gas processing agreement in place with **Twin Eagle Resources Management Canada, LLC**. The Company has an evergreen transportation agreement with **TransGas Limited** for transportation of natural gas in each of the operational areas.

Natural gas is sold at meters located at:

- 02-02-023-16W3 in the *Lacadena South* area,
- 14-36-020-19W3 in the *Shackleton* area,
- 16-29-021-19W3 in the *Abbey* area,
- 13-18-022-20W3 in the *Cramersburg* area,
- 01-19-022-17W3 in the *Lacadena North* area; and
- 16-24-021-19W3 in the *Miry Bay* area.



### Greater Abbey Area

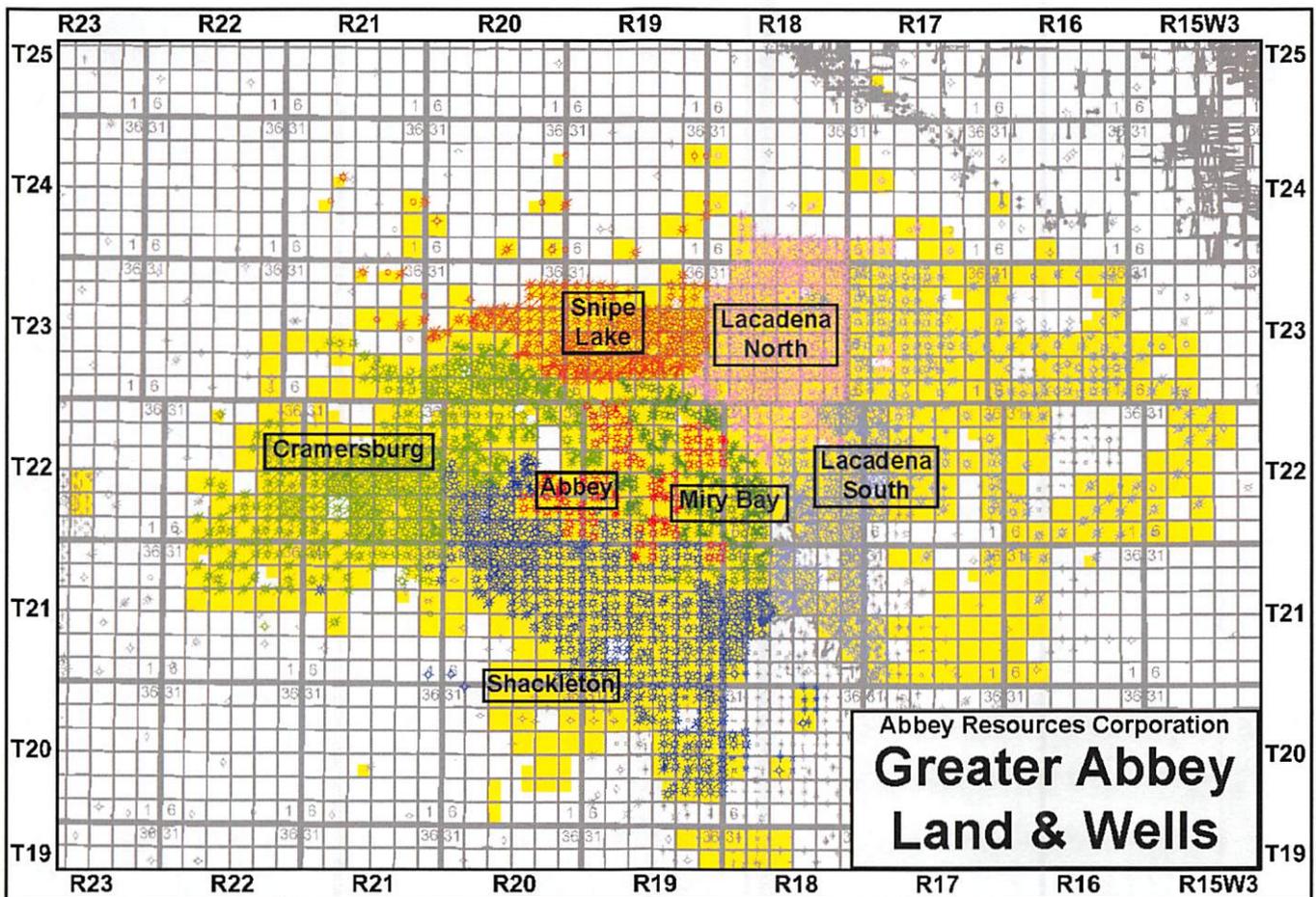
### Township 19-25, Range 14-26 W3

In the *Greater Abbey* area of southwestern Saskatchewan, the Company holds a 100% working interest in approximately 418,300 gross acres of land with 2,348 wells.

Average daily production net to Abbey from the Properties for the month of August 2022 was approximately 5.7 MMcf/d of natural gas (944 boe/d).

Operating income net to Abbey from the Properties for the month of August of 2022 was approximately \$401,000 per month, or \$4.8 million on an annualized basis.

The Properties in the *Greater Abbey* area are comprised of distinct operational areas in the *Lacadena South, Shackleton, Abbey, Lacadena North, Cramersburg, Miry Bay, and Snipe Lake* areas as shown on the following map.





**BID DEADLINE: 12:00 pm January 19, 2023**

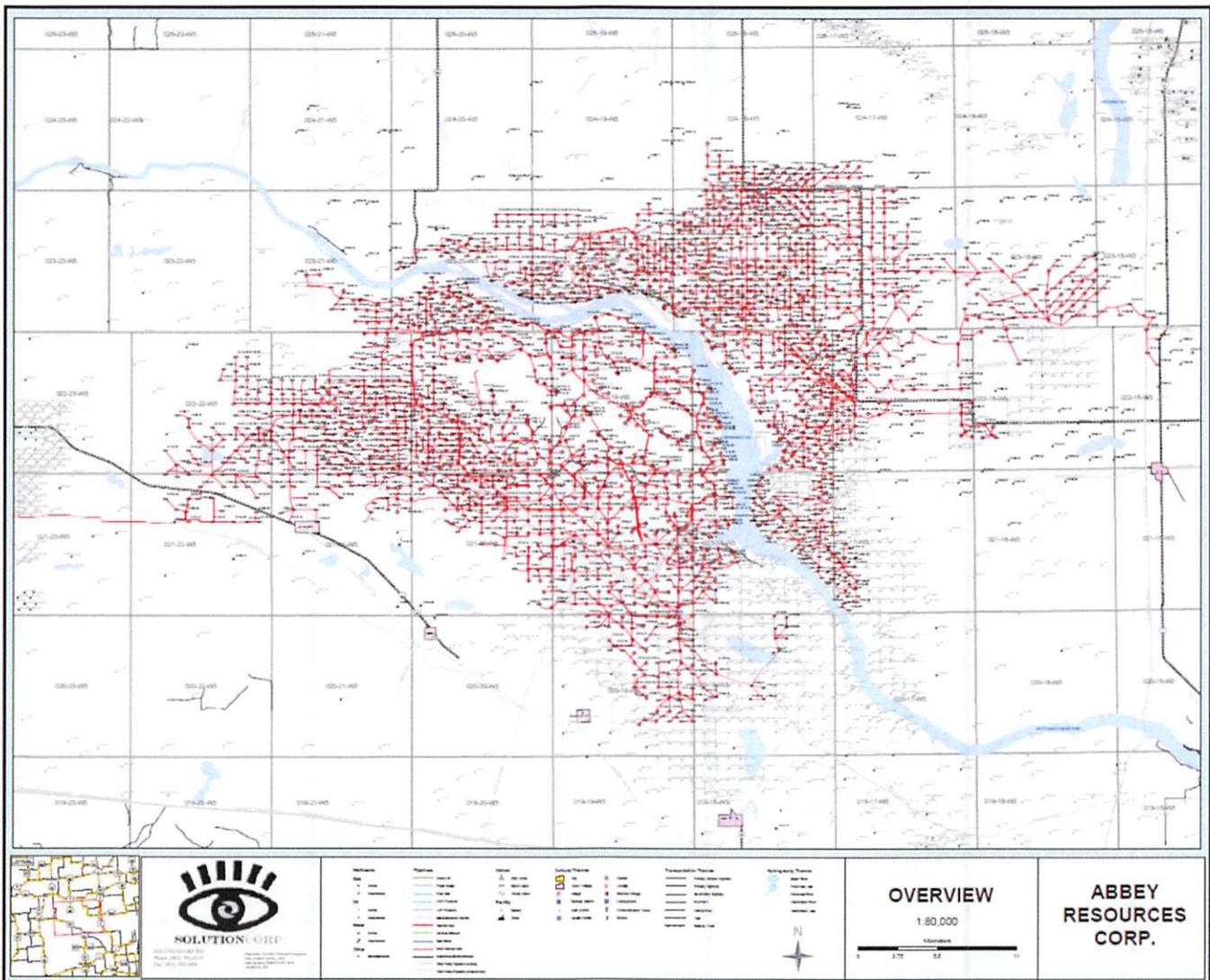
**Receivership Sale**

The Properties were acquired by Abbey in three separate transactions between 2016 and 2017. The gathering system exists in two sections: the north and south systems. The north system was previously owned by **Husky Oil Operations Limited**, and the south system was previously owned by **Enerplus Corporation**.

The Company initially filed for creditor protection under the Companies' Creditors Arrangement Act on August 13, 2021. MNP was initially appointed the Monitor of Abbey, and Sproule was retained by MNP as asset manager of Abbey.

Sproule engaged **SolutionCorp Inc.** to provide a technical assessment of the failure mechanisms that have caused the high rates of corrosion-related failures in the Abbey pipeline gathering system. The following is a map from the *Abbey Pipeline Gathering System Technical Assessment* authored by SolutionCorp for Sproule.

### Overview of the Abbey Gathering System



Further information on the Company's gathering system and facilities will be made available in the virtual data room to parties which execute a confidentiality agreement.



1620, 540 – 5<sup>th</sup> Avenue SW, Calgary, Alberta Canada T2P 0M2  
Tel: 403.266.6133 Fax: 403.266.4467 [www.sayeradvisors.com](http://www.sayeradvisors.com)



**BID DEADLINE: 12:00 pm January 19, 2023**

**Receivership Sale**

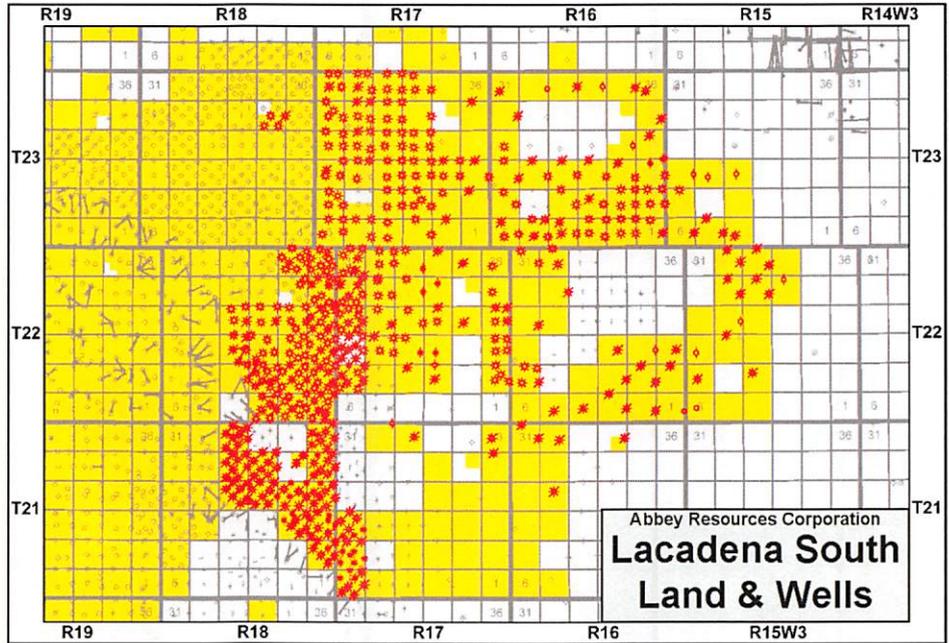
### Lacadena South Property

### Township 21-23, Range 14-18 W3

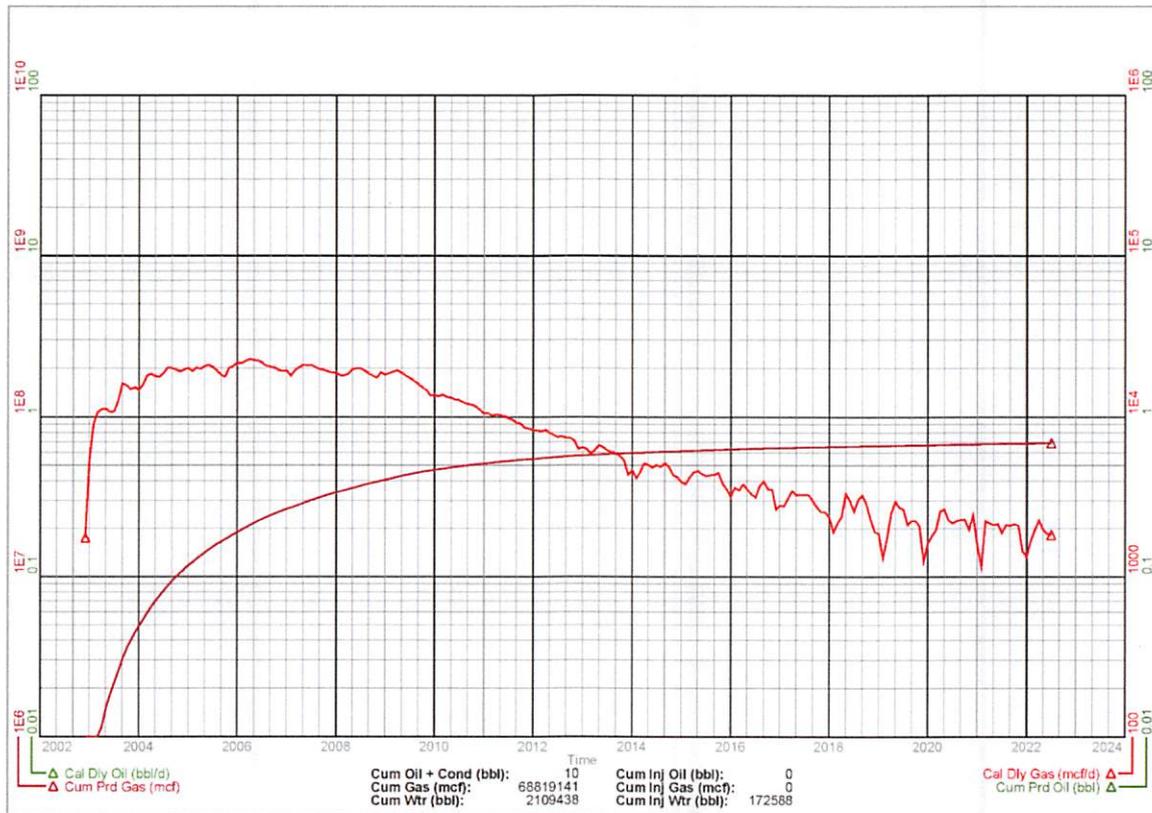
In the *Lacadena South* area, the Company holds a 100% working interest in 535 wells.

Daily production net to the Company from the *Lacadena South* property for the month of August 2022 was approximately 1.8 MMcf/d of natural gas (300 boe/d).

The Company's net operating income from *Lacadena South* for the month of August 2022 was approximately \$134,000 per month or \$1.6 million on an annualized basis.



### Lacadena South, Saskatchewan Gross Production Group Plot of Abbey's Natural Gas Wells



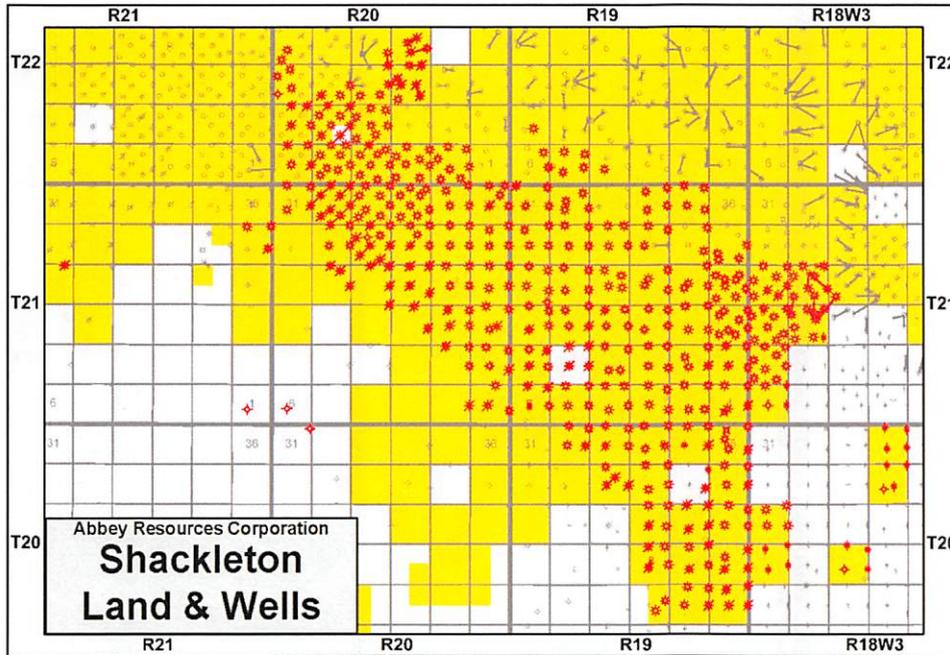


**BID DEADLINE: 12:00 pm January 19, 2023**

**Receivership Sale**

### Shackleton Property

### Township 20-22, Range 18-21 W3

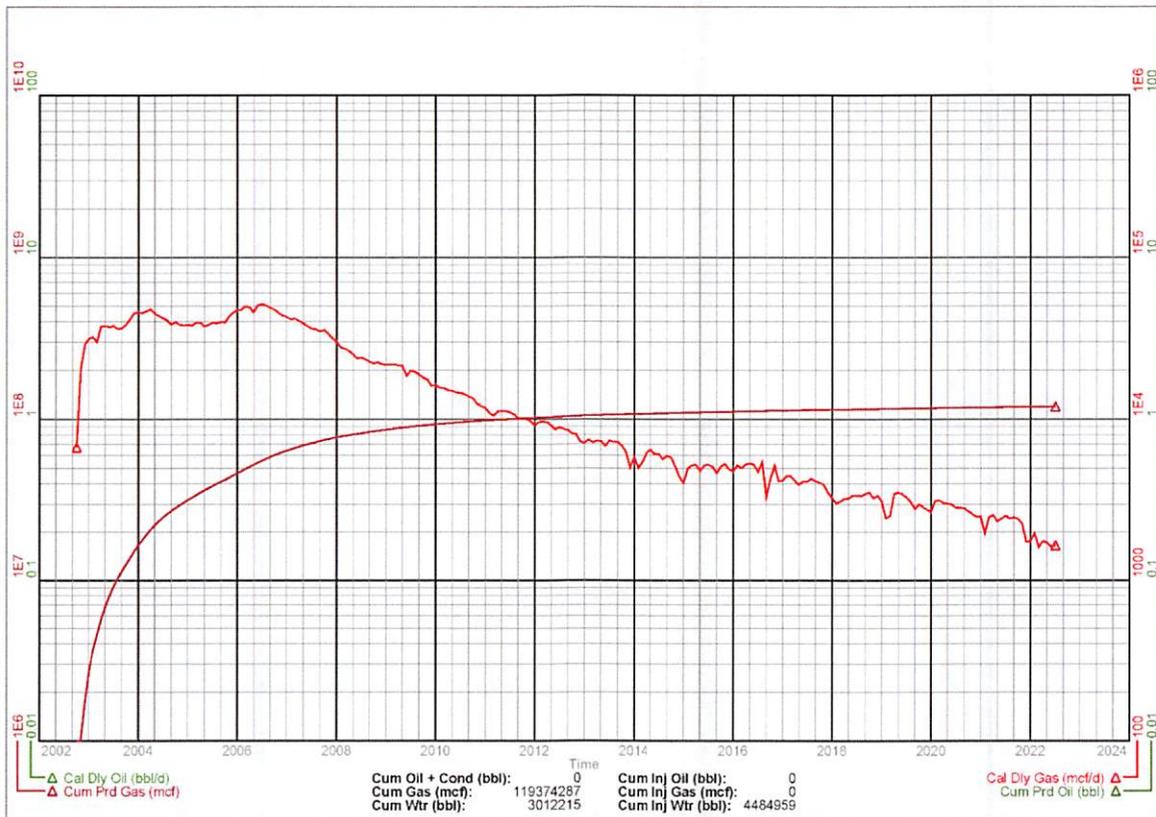


In the *Shackleton* area, the Company holds a 100% working interest in 478 wells.

Daily production net to the Company from the *Shackleton* property for the month of August 2022 was approximately 1.5 MMcf/d of natural gas (244 boe/d).

The Company's net operating income from *Shackleton* for the month of August 2022 was approximately \$117,000 per month or \$1.4 million on an annualized basis.

**Shackleton, Saskatchewan Gross Production Group Plot of Abbey's Natural Gas Wells**





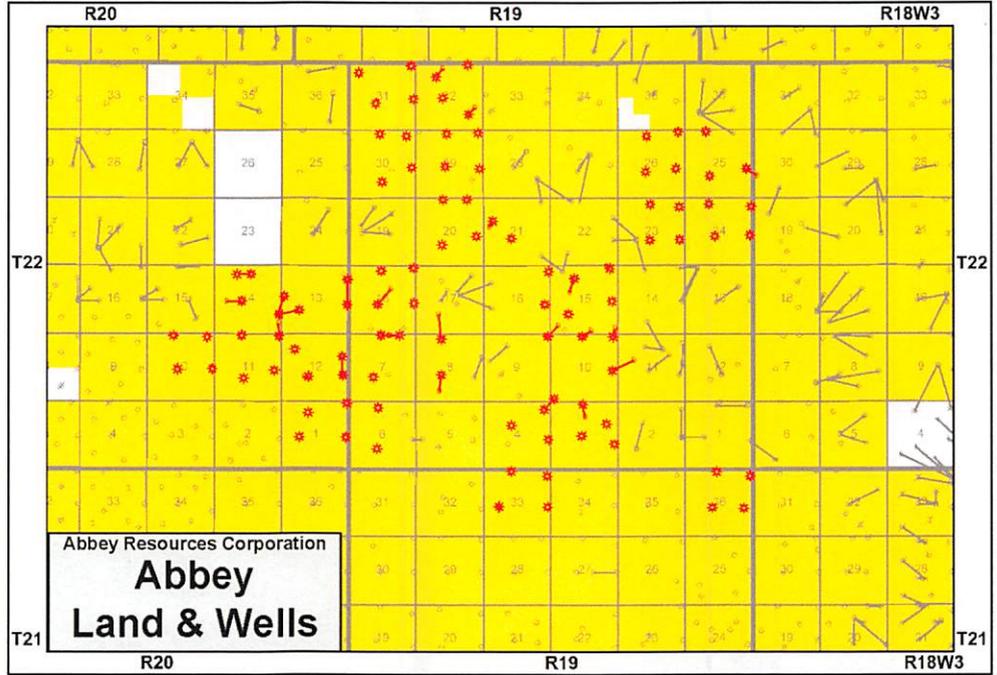
**Abbey Property**

**Township 21-22, Range 19-20 W3**

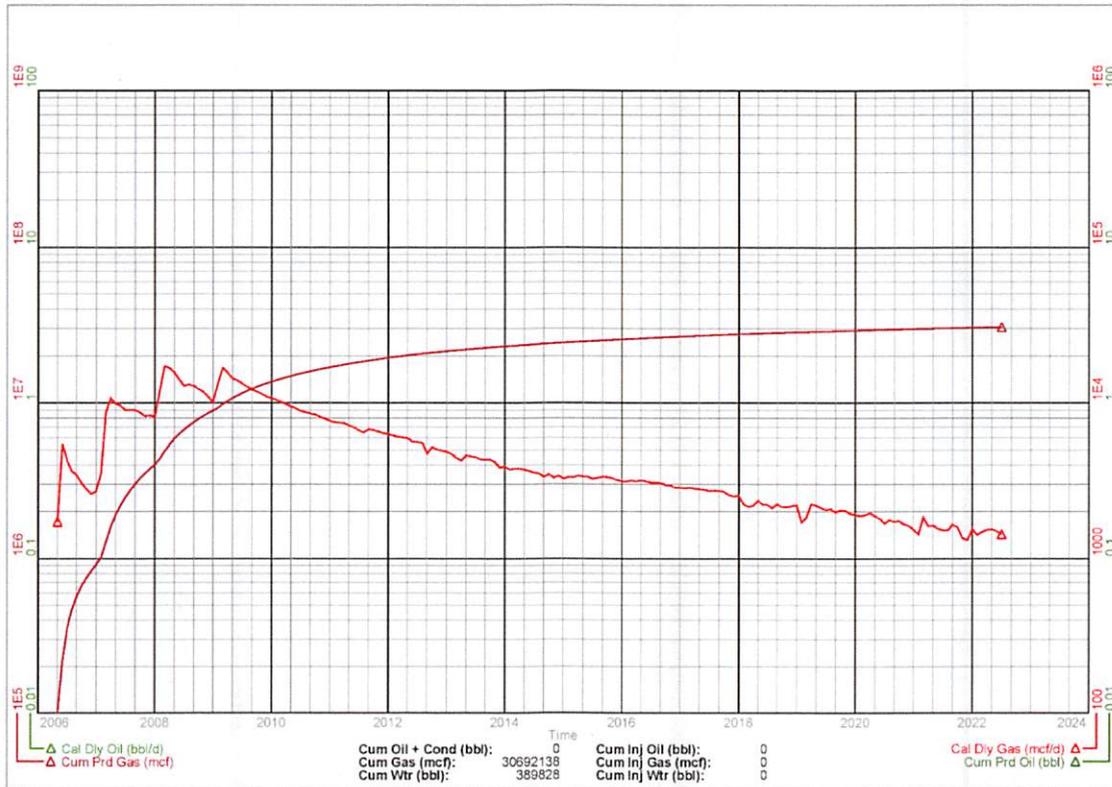
In the *Abbey* area, the Company holds a 100% working interest in 99 wells.

Daily production net to the Company from the *Abbey* property for the month of August 2022 was approximately 1.3 MMcf/d of natural gas (211 boe/d).

The Company's net operating income from *Abbey* for the month of August 2022 was approximately \$133,000 per month or \$1.6 million on an annualized basis.



**Abbey, Saskatchewan Gross Production Group Plot of Abbey's Natural Gas Wells**





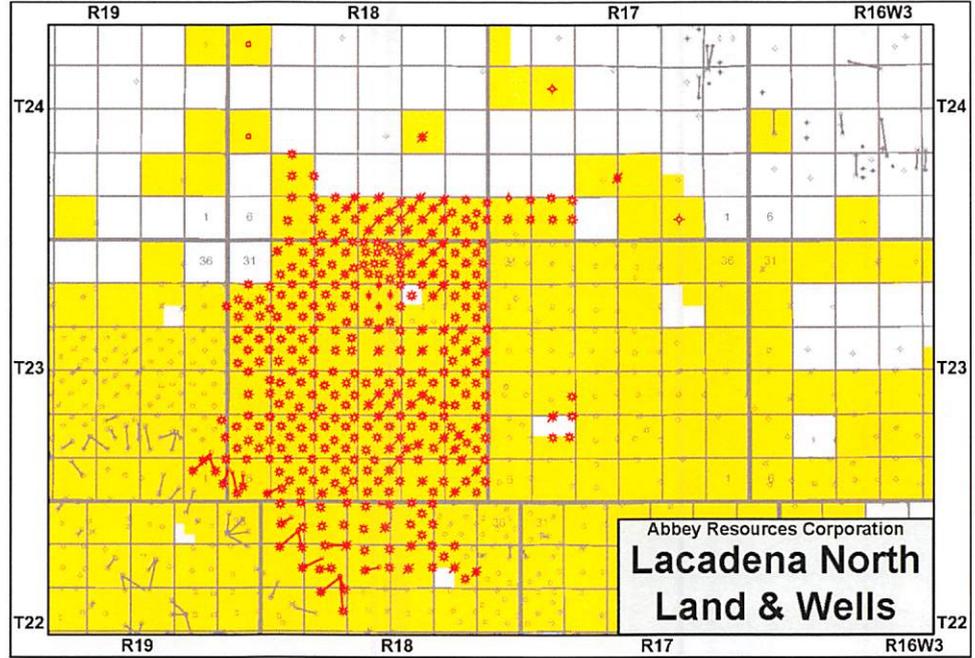
**Lacadena North Property**

**Township 22-24, Range 17-19 W3**

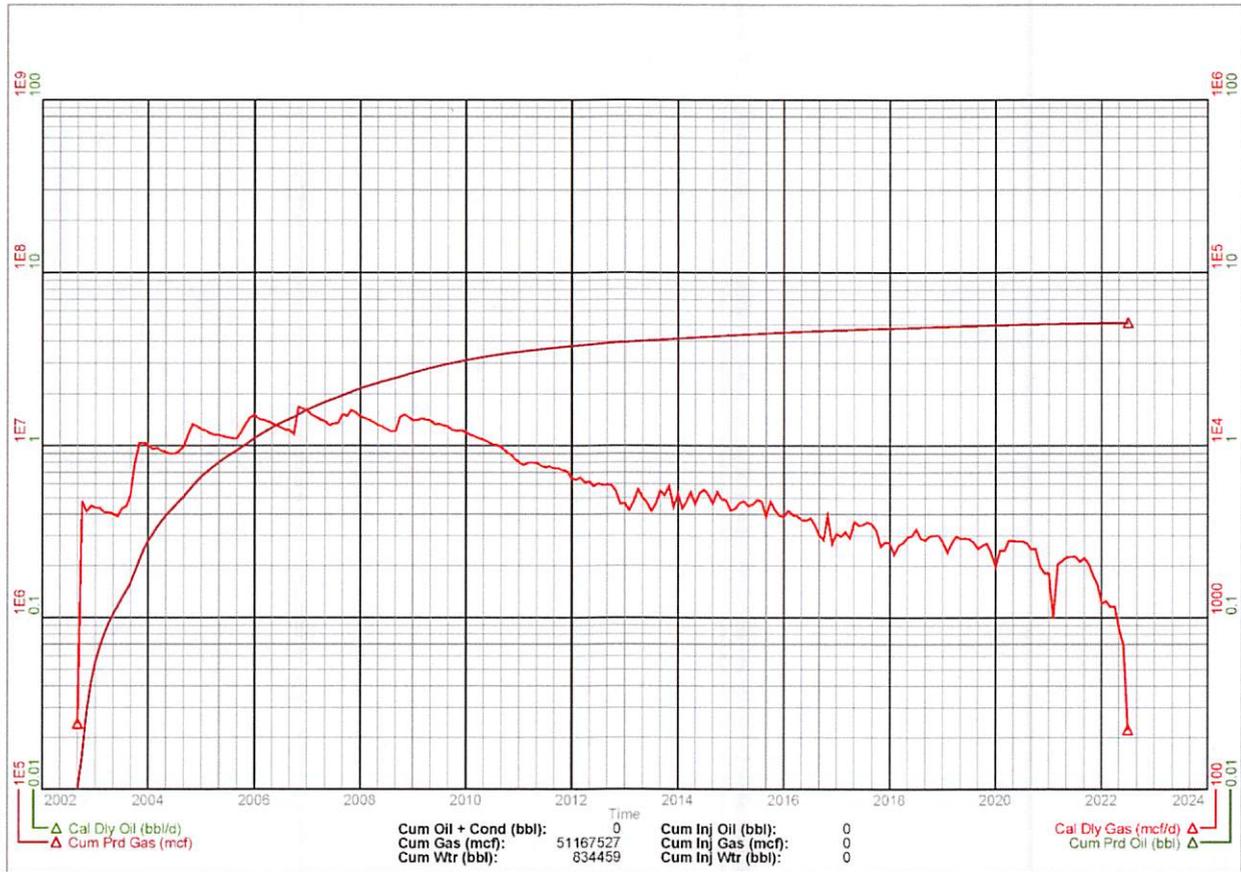
In the *Lacadena North* area, the Company holds a 100% working interest in 369 wells.

Daily production net to the Company from the *Lacadena North* property for the month of August 2022 was approximately 618 Mcf/d of natural gas (103 boe/d).

The Company's net operating income from *Lacadena North* for the month of August 2022 was approximately \$32,000 per month or \$384,000 on an annualized basis.



**Lacadena North, Saskatchewan Gross Production Group Plot of Abbey's Natural Gas Wells**



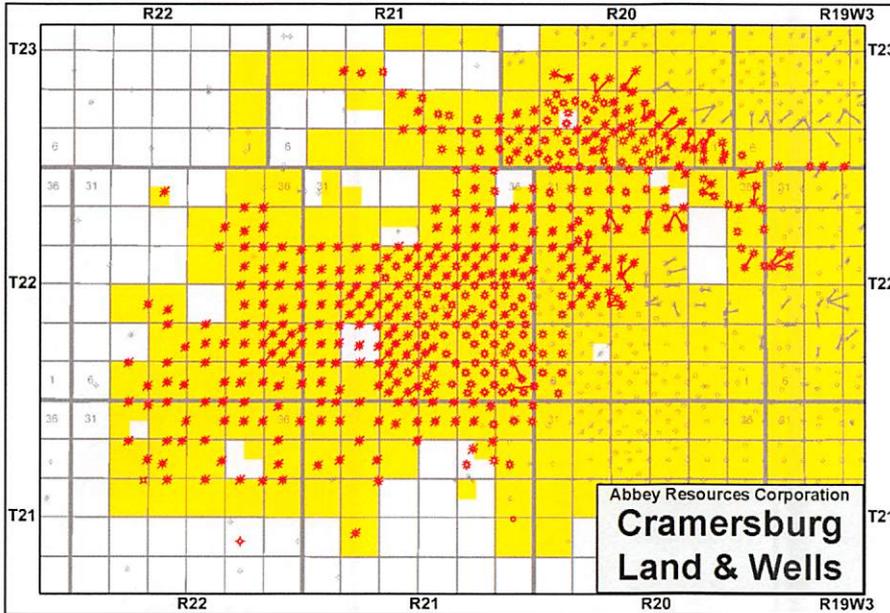


**BID DEADLINE: 12:00 pm January 19, 2023**

**Receivership Sale**

### Cramersburg Property

### Township 21-23, Range 19-22 W3

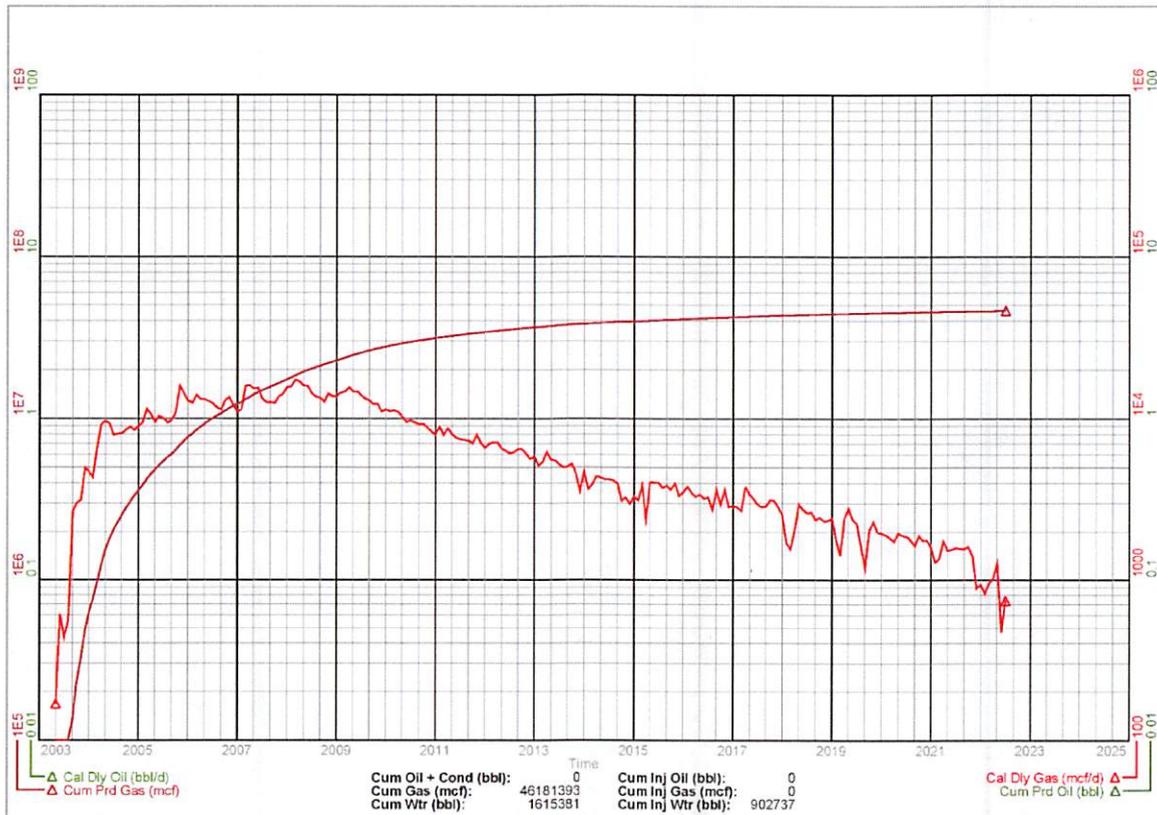


In the *Cramersburg* area of southwestern Saskatchewan, the Company holds a 100% working interest in 489 wells.

Daily production net to the Company from the *Cramersburg* property for the month of August 2022 was approximately 513 Mcf/d of natural gas (86 boe/d).

The Company's net operating income from *Cramersburg* for the month of August 2022 was approximately \$21,000 per month or \$252,000 on an annualized basis.

### Cramersburg, Saskatchewan Gross Production Group Plot of Abbey's Natural Gas Wells

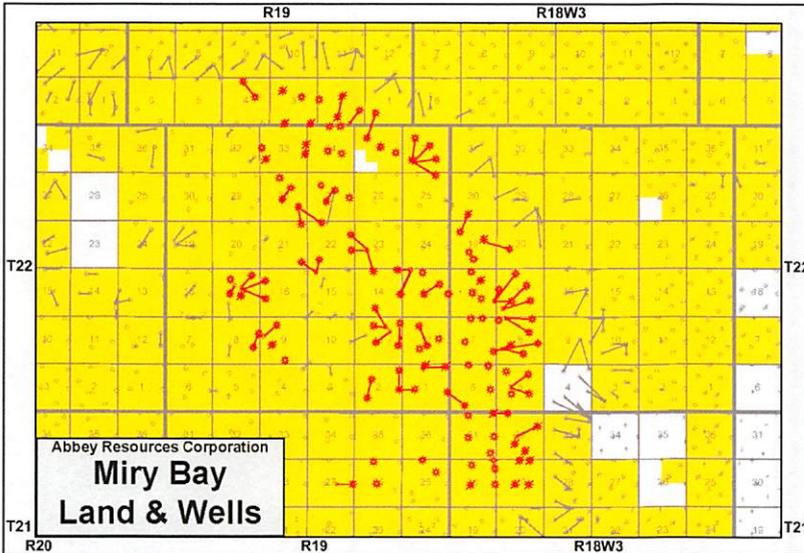


1620, 540 – 5<sup>th</sup> Avenue SW, Calgary, Alberta Canada T2P 0M2  
Tel: 403.266.6133 Fax: 403.266.4467 www.sayeradvisors.com



### Miry Bay Property

### Township 21-23, Range 18-19 W3



In the *Miry Bay* area, the Company holds a 100% working interest in 134 wells.

The *Miry Bay* property was shut-in in June 2022. The Company's pipelines have been shut-in as a result of specific pipeline leaks. Two high-risk lines contributed to the shut-in of the greater system.

After examination of the gathering system, it is recommended that these two high-risk lines be suspended and capped. This would isolate these two lines from the main group lines associated gathering system and remaining wells.

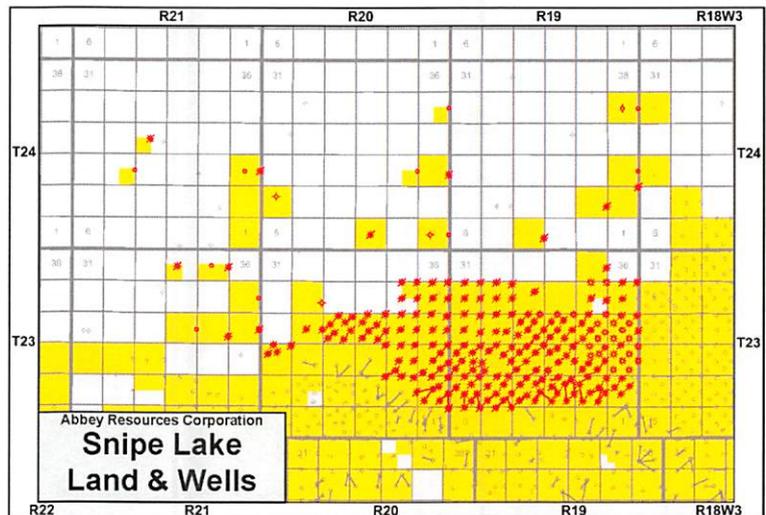
Once the identified lines have been isolated, the balance of the wells and gathering system can return to service with approval from the Saskatchewan Ministry of Energy and Resources. It is proposed that the pipelines be excavated where they enter the main 8" group line location at 15-06-022-18W3 and 13-07-022-18W3. Once exposed, the high-risk laterals will be cut, cleaned out via 'pigging', and capped, leaving them in a state to be easily and properly abandoned in the future. On the main gathering line, a very short stub will remain to enable a cap to be welded on and restore pressure integrity. The operations would adhere to proper CSA Z662 procedures to retain the integrity of the group line. It is estimated that the operations would enable approximately 49 wells and the facility at *Miry Bay* to be returned to production at an expected rate of between 850 Mcf/d to 1.0 MMcf/d of natural gas.

### Snipe Lake Property

### Township 23-24, Range 19-21 W3

In the *Snipe Lake* area, the Company holds a 100% working interest in 239 wells.

The *Snipe Lake* property is currently shut-in.



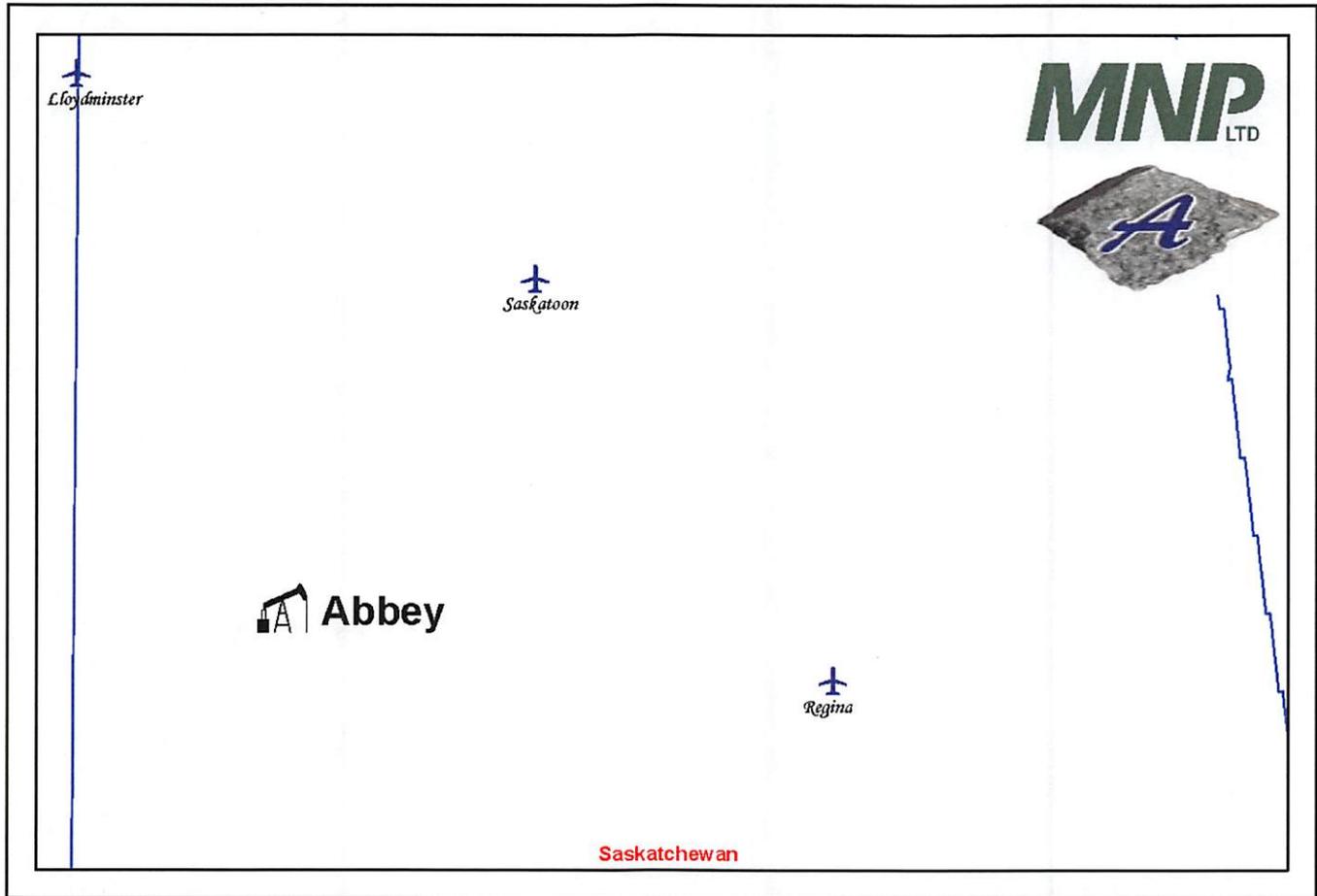
### Miscellaneous Property

### Township 18-24, Range 18-26 W3

In the *Greater Abbey* area of southwestern Saskatchewan, the Company holds a 100% working interest in five miscellaneous wells. There is no production from the miscellaneous wells.



**MNP Ltd.  
Abbey Resources Corporation  
Fall 2022  
Receivership Sale**



**CONTACT**

Parties wishing to receive access to the confidential information with detailed technical information relating to this opportunity should execute the Confidentiality Agreement which is available on Sayer Energy Advisors' website ([www.sayeradvisors.com](http://www.sayeradvisors.com)) and return one copy to Sayer Energy Advisors by courier, email ([tpavic@sayeradvisors.com](mailto:tpavic@sayeradvisors.com)) or fax (403.266.4467).

Included in the confidential information is the following: summary land information, financial information, the Cash Flow Forecast and other relevant technical information.

To receive further information on the Properties please contact Tom Pavic, Ben Rye or Grazina Palmer at 403.266.6133.

# APPENDIX B

**AGREEMENT OF PURCHASE AND SALE**

**Saskatchewan**

---

BETWEEN

**MNP LTD., in its capacity as receiver of the assets, undertaking and  
property of Abbey Resources Corp., and not in its corporate or  
personal capacity**

**AS VENDOR**

- and -

**You First Energy Inc.**

**AS PURCHASER**

**DATED: September 25, 2023**

## TABLE OF CONTENTS

	Page
ARTICLE 1 INTERPRETATION .....	1
1.1 Definitions .....	1
1.2 Headings .....	8
1.3 Interpretation Not Affected by Headings.....	8
1.4 Interpretation if Closing Does Not Occur.....	8
1.5 Included Words.....	8
1.6 Schedules .....	8
1.7 Knowledge or Awareness .....	9
ARTICLE 2 PURCHASE AND SALE AND CLOSING .....	9
2.1 Purchase and Sale .....	9
2.2 Closing.....	9
2.3 Specific Conveyances.....	9
2.4 Form of Payment .....	9
2.5 Purchase Price.....	10
2.6 Allocation of Purchase Price.....	10
2.7 Purchase Price Certainty .....	10
ARTICLE 3 CONDITIONS OF CLOSING.....	11
3.1 Purchaser's Conditions.....	11
3.2 Vendor's Conditions.....	12
3.3 Efforts to Fulfil Conditions Precedent .....	12
ARTICLE 4 CLOSING .....	12
4.1 The Closing.....	12
4.2 Transfer of Possession .....	13
4.3 Deliveries at Closing.....	13
ARTICLE 5 REPRESENTATIONS AND WARRANTIES.....	13
5.1 Representations and Warranties of Vendor .....	13
5.2 No Additional Representations and Warranties by Vendor.....	14
5.3 Representations and Warranties of Purchaser.....	15
5.4 Enforcement of Representations and Warranties.....	16
ARTICLE 6 PURCHASER'S INDEMNITIES .....	16
6.1 General Indemnity .....	16
6.2 Abandonment and Reclamation.....	16
6.3 Environmental Matters .....	16
ARTICLE 7 OPERATING ADJUSTMENTS .....	17
7.1 Operating Adjustments .....	17

**TABLE OF CONTENTS**  
(continued)

	<b>Page</b>
ARTICLE 8 MAINTENANCE OF ASSETS AND POST-CLOSING TRANSITION .....	19
8.1 Maintenance of Assets .....	19
8.2 Consent of Purchaser .....	20
8.3 Post Closing Administration .....	20
8.4 Payments and Production Accounting .....	21
ARTICLE 9 [INTENTIONALLY DELETED] .....	21
9.1 [Intentionally deleted.] .....	21
ARTICLE 10 GENERAL .....	22
10.1 Further Assurances .....	22
10.2 No Merger .....	22
10.3 Entire Agreement .....	22
10.4 Governing Law .....	22
10.5 Enurement .....	22
10.6 Time of Essence .....	22
10.7 Notices .....	23
10.8 Limit of Liability .....	23
10.8 Invalidity of Provisions .....	23
10.10 Waiver .....	23
10.11 Amendment .....	24
10.12 Confidentiality and Public Announcements .....	24
10.13 Counterparts and Electronic Transmission .....	24
10.14 Waiver of Legislation .....	25

## AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT made as of the 25<sup>th</sup> day of September, 2023.

AMONG:

**MNP Ltd., in its capacity as receiver of the assets, undertaking and property of Abbey Resources Corp. ("Debtor"), and not in its corporate or personal capacity** (MNP Ltd., in such capacity, hereinafter referred to as "**Vendor**")

- and -

**You First Energy Inc.** a body corporate having an office in the City of Saskatoon, in the Province of Saskatchewan, (hereinafter referred to as "**Purchaser**")

WHEREAS Vendor was appointed as receiver of the Assets pursuant to the Receivership Order;

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

NOW THEREFORE THIS AGREEMENT WITNESSES 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 obligations under or with respect to the Title Documents and Environmental Law to:
  - (i) abandon the Wells;
  - (ii) decommission and remove the Tangibles, including associated foundations and structures; and
  - (iii) restore, remediate and reclaim the lands to which the Surface Rights relate;
- (b) "Adjustment Date" means the hour of 11:59 p.m., Saskatoon time, on the last day of the month prior to the Closing Date;

- (c) "Affiliate" means any Person which controls or is controlled by a Party, or which controls or is controlled by a Person which controls such Party and "control" means the power to direct or cause the direction of the management and policies of the other Person, whether directly or indirectly, through one or more intermediaries or otherwise, and whether by virtue of the ownership of shares or other equity interests, the holding of voting rights or contractual rights, or partnership interests or otherwise. For certainty, a partnership which is comprised of corporations which are Affiliates, as described above, shall be deemed to be an Affiliate of each such corporation and its other Affiliates;
- (d) "Applicable Law" means any law, statute, regulation, rule, ordinance, order or directive enacted or issued by any Governmental Authority having jurisdiction over Vendor, Purchaser or the Assets, and includes, without limitation, the provisions and conditions of any permit, license or other governmental or regulatory authorization in respect of the Assets or any of them;
- (e) "Approval and Vesting Order" has the meaning ascribed to that term in section 3.1(a).
- (f) "Assets" means the Petroleum and Natural Gas Rights, the Tangibles and the Miscellaneous Interests;
- (g) "Assumed Contracts" means the contracts referenced in subsection (i) of the definition of Miscellaneous Interests, which contracts shall be assigned by the Vendor for and on behalf of the Debtor and assumed by the Purchaser in accordance with:
  - (i) the terms of the relevant contracts or, alternatively, the terms of any agreement between the Purchaser and the counterparties to such contracts;
  - (iii) the Approval and Vesting Order; or
  - (iv) any other order(s) of the Court that may be granted;as the case may be.
- (h) "Assumed Liabilities" means, collectively, all liabilities and obligations arising from the possession, ownership and/or use of the Assets following Closing, including the Environmental Liabilities and Abandonment and Reclamation Obligations;
- (i) "Business Day" means a day other than a Saturday, a Sunday or a statutory holiday in Saskatoon, Saskatchewan;
- (j) "Certificate" means a written certification of a matter or matters of fact which, if required from a corporation, shall be made by an officer of the corporation, on behalf of the corporation and not in any personal capacity;
- (k) "Closing" means the closing of the purchase and sale herein provided for;
- (l) "Closing Date" has the meaning ascribed to that term in section 4.1;
- (m) "Closing Place" means the offices of Vendor, or such other place as may be agreed upon in writing by Vendor and Purchaser;

- (n) "Closing Time" means the hour of 10:00 a.m. on the Closing Date or such other time and date as may be agreed upon in writing by Vendor and Purchaser;
- (o) "Court" means the Court of King's Bench of Saskatchewan in the Receivership Proceedings;
- (p) "Cure Costs" means, in respect of any Assumed Contract, all amounts required to be paid to:
  - (i) remedy all of the Vendor's or the Debtor's monetary defaults under such Assumed Contract – other than those arising by reason only of the Debtor's insolvency or failure to perform a non-monetary obligation;
  - (ii) secure a counterparty's or any other necessary Person's consent to the assignment of such Assumed Contract pursuant to its terms; or
  - (iii) comply with the terms of the Approval and Vesting Order or any other order;but excludes:
  - (i) any secured or unsecured creditor claim against the Debtor other than payments to counterparties under Assumed Contracts as described above; and
  - (ii) any municipal taxes and other tax claims;
- (q) "Encumbrance" means all liens, charges, security interests, royalties, pledges, options, net profit interests, rights of pre-emption, mortgages, adverse claims and other encumbrances on ownership rights of any kind or character or agreements to create the same;
- (r) "Environmental Law" means the Applicable Law relating to the protection of the environment or natural resources, or to human health and safety as it relates to environmental protection;
- (s) "Environmental Liabilities" means all liabilities pertaining to the Assets in respect of the environment, whether or not caused by a breach of the applicable Regulations and whether or not resulting from operations conducted with respect to the Assets, including, without limitation, liabilities related to:
  - (i) the transportation, storage, use or disposal of toxic or hazardous substances or hazardous, dangerous or non-dangerous oilfield substances or waste;
  - (ii) the release, spill, escape or emission of toxic or hazardous substances;
  - (iii) any other pollution or contamination of the surface, substrata, soil, air, ground water, surface water or marine environments;
  - (iv) damages and losses suffered by Third Parties as a result of the occurrences in subsections (i) to (iii) of this subsection; and
  - (v) any obligations imposed by Environmental Law to protect the environment or to rectify environmental problems;

- (t) "Facilities" means the facility or facilities, if any, set out in Schedule "B" under the heading "Facilities";
- (u) "Final Statement of Adjustments" has the meaning ascribed to that term in subsection 7.1(k);
- (v) "General Conveyance" means the form of general conveyance attached hereto as Schedule "D";
- (w) "Governmental Authority" means any domestic government, whether federal, provincial, state, territorial, local, regional, municipal, or other political jurisdiction, and any agency, authority, instrumentality, court, tribunal, board, commission, bureau, arbitrator, arbitration tribunal or other tribunal, or any quasi-governmental or other entity, insofar as it exercises a legislative, judicial, regulatory, administrative, expropriation or taxing power or function of or pertaining to government having jurisdiction over the Assets, the Parties or the Transaction;
- (x) "GST" means the goods and services tax administered pursuant to the *Excise Tax Act* (Canada) or under any successor or parallel federal or provincial legislation that imposes a tax on the recipient of goods and services;
- (y) "IFRS Rules" means the international financial reporting standard rules adopted and applied by the Canadian Institute of Chartered Accountants at the relevant time;
- (z) "Interim Statement of Adjustments" has the meaning ascribed to that term in subsection 7.1(i);
- (aa) "IOGC" means Indian Oil and Gas Canada;
- (bb) "Lands" means the lands set out in Schedule "A" under the heading "Lands/Rights/Wells";
- (cc) "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);
- (dd) "Losses and Liabilities" means all claims, liabilities, actions, proceedings, demands, losses, costs, penalties, fines, damages and expenses which may be sustained or incurred by any of a Party or its Representatives, including, without limitation, reasonable legal fees and disbursements on a solicitor and client basis;
- (ee) "Miscellaneous Interests" means, subject to any and all limitations and exclusions provided for in this definition, all property, assets, interests and rights pertaining to 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 without limitation any and all of the following:
  - (i) all contracts relating to the Petroleum and Natural Gas Rights and the Tangibles, or either of them (including the Title Documents), including, without limitation, gas purchase contracts, processing agreements, transportation agreements and

agreements for the construction, ownership and operation of facilities; but unless included as Production Contracts, excluding production sales contracts pertaining to the Leased Substances or any of them that cannot be terminated on notice of 31 days or less (without an early termination penalty or other cost), gas balancing or similar agreements pertaining to the Leased Substances or any of them, agreements for the transportation, processing or disposal of the Leased Substances or any of them or substances produced in connection with the Leased Substances or any of them, agreements for the contract operation by a Third Party of the Assets or any of them and agreements to provide transportation, processing or disposal capacity or service to any Third Party;

- (ii) the Surface Rights;
- (iii) all records, books, documents, licences, reports and data that relate to the Petroleum and Natural Gas Rights and the Tangibles, or either of them; and
- (iv) the Wells (and no other wells), including the wellbores and any and all casing;

but unless otherwise agreed in writing by the Parties, the Miscellaneous Interests shall not include any documents or data to the extent that they are owned or licensed by Third Parties with restrictions on their deliverability or disclosure by the Vendor or the Debtor to an assignee;

- (ff) "Non-Producing Assets" means non-producing Wells that are shut-in or otherwise not producing Petroleum Substances as of the date of this Agreement;
- (gg) "Objection Date" has the meaning ascribed to that term in subsection 7.1(1);
- (hh) "Party" means a party to this Agreement;
- (ii) "Permitted Encumbrances" means:
  - (i) easements, rights of way, servitudes and other similar rights in land (including without limitation rights of way and servitudes for highways and other roads, railways, sewers, drains, gas and oil pipelines, gas and water mains, electric light, power, telephone, telegraph and cable television conduits, poles, wires and cables) which do not materially impair the use of the Assets affected thereby;
  - (ii) the right reserved to or vested in any Governmental Authority by the terms of any lease, licence, franchise, grant or permit or by any statutory provision, to terminate any such lease, licence, franchise, grant or permit or to require annual or other periodic payments as a condition of the continuance thereof;
  - (iii) rights of general application reserved to or vested in any Governmental Authority to levy taxes on the Leased Substances or any of them or the income therefrom, and governmental requirements and limitations of general application as to production rates on the operations of any property;
  - (iv) statutory exceptions to title, and the reservations, limitations, provisos and conditions in any original grants from the Crown of any of the mines and minerals within, upon or under the Lands;

- (v) all encumbrances, royalties, net profits interests and other burdens identified in the Assumed Contracts and the Title Documents;
- (vi) the terms and conditions of the Assumed Contracts and 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; and
- (vii) the Production Contracts and agreement or agreements (if any) for the sale of Leased Substances that are terminable on not greater than 31 days' notice;
- (jj) "Person" means any individual (or group of individuals), corporation, limited or unlimited liability company, joint venture, partnership (limited or general), trust, trustee, executor or similar official, Governmental Authority or other legal entity;
- (kk) "Petroleum and Natural Gas Rights" means 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);
- (ll) "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 without limitation sulphur;
- (mm) "Pipelines" means the pipelines set out in Schedule "B" under the heading "Pipelines";
- (nn) "Prime Rate" means an annual rate of interest equal to the annual rate of interest announced from time to time by the main Saskatoon branch of Royal Bank of Canada as the reference rate then in effect for determining interest rates on Canadian dollar commercial loans in Canada;
- (oo) "Production Contracts" means the agreement or agreements, if any, set out in Schedule "B" under the heading "Production Contracts";
- (pp) "Purchase Price" means the sum of money first set out in Section 2.5;
- (qq) "Receivership Order" means the Receivership Order in the Receivership Proceedings dated February 28, 2022 of Justice G.A. Meschishnick of the Court of King's Bench of Saskatchewan in KBG-SA-00151-2022 confirming, among other things, the appointment of MNP Ltd. as the receiver of the assets, undertakings and properties of the Debtor;
- (rr) "Receivership Proceedings" means the Court proceedings in which MNP Ltd. is appointed and acts as the receiver of the assets, undertakings and properties of the Debtor;
- (ss) "Representatives" means, with respect to any Party, its Affiliates, and the respective directors, officers, servants, agents, advisors, employees and consultants of that Party and its Affiliates;
- (tt) [Intentionally deleted.]

- (uu) "SMER" means Saskatchewan Ministry of the Energy and Resources and any predecessor thereof;
- (vv) "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 Debtor in and to the Assets to Purchaser and to novate Purchaser in the place and stead of Debtor with respect to the Assets;
- (ww) "Surface Rights" means all rights to use the surface of land in connection with the Assets including, without limitation, rights to enter upon and occupy the surface of land on which the Tangibles and the Wells are located and rights to cross or otherwise use the surface of land for access to the Assets, excluding any such rights that pertain only to a well or wells other than the Wells;
- (xx) "Take or Pay Obligations" means obligations to sell or deliver Petroleum Substances or any of them, rights to which are granted, reserved or otherwise conferred pursuant to the Title Documents, without being entitled in due course to receive and retain full payment for such Petroleum Substances;
- (yy) "Tangibles" means, subject to any and all limitations and exclusions provided for in this definition, the Facilities, the Pipelines and any and all tangible depreciable property and assets other than the Facilities and the Pipelines which are located within, upon or in the vicinity of the Lands and which are used or are intended to be used to produce, process, gather, treat, measure, make marketable or inject the Leased Substances or any of them or in connection with water injection 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 but excluding all motorized vehicles;
- (zz) "Third Party" means any individual or entity other than Vendor, Debtor and Purchaser, including without limitation 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;
- (aaa) "this Agreement", "herein", "hereto", "hereof" and similar expressions mean and refer to this Agreement of Purchase and Sale;
- (bbb) "Title Documents" means, collectively, any and all certificates of title, leases, reservations, permits, licences, assignments, trust declarations, operating agreements, royalty agreements, gross overriding royalty agreements, participation agreements, farm-in agreements, sale and purchase agreements, pooling agreements and any other documents and agreements granting, reserving or otherwise conferring rights to (i) explore for, drill for, produce, take, use or market Petroleum Substances, (ii) share in the production of Petroleum Substances, (iii) share in the proceeds from, or measured or calculated by reference to the value or quantity of, Petroleum Substances which are produced, and (iv) rights to acquire any of the rights described in items (i) to (iii) of this definition; but only if the foregoing pertain in whole or in part to Petroleum Substances in connection with the Petroleum and Natural Gas Rights within, upon or under the Lands;

- (ccc) "Transaction" means the entering into of this Agreement and the sale of the Assets by Vendor to Purchaser pursuant to this Agreement;
- (ddd) "Wells" means the well or wells, if any, set out in Schedule "B" under the heading "Wells"; and
- (eee) "Wire Transfer Instructions" means the wire transfer instructions in respect of Vendor and Purchaser as set out on Schedule "E" attached hereto.

## 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 Interpretation if Closing Does Not Occur

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

## 1.5 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.

## 1.6 Schedules

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

- Schedule "A" - Lands
  - Petroleum and Natural Gas Rights
- Schedule "B" - Facilities
  - Pipelines
  - Production Contracts
  - Wells
- Schedule "C" - [Intentionally deleted.]
- Schedule "D" - General Conveyance
- Schedule "E" - Wire Transfer Instructions

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

#### 1.7 Knowledge or Awareness

In this Agreement, the stated knowledge, information, belief or awareness of a Party consists only of the actual knowledge or awareness, as the case may be, of the current officers and senior managers of such Party. Purchaser acknowledges that Vendor is a Court-appointed officer with limited knowledge of the corporate history of Debtor and limited knowledge and understanding of the Assets. Subject to the preceding sentence, the current officers and senior managers of a Party are those individuals whose normal responsibilities relate to the matter in question in the course of their normal duties, and does not include knowledge, information or belief and awareness of any other Person or any constructive or imputed knowledge. Vendor does not have any obligation to make inquiry of Third Parties or the files and records of any Third Party or Governmental Authority in connection with representations and warranties that are made to its knowledge, information, belief or awareness.

### **ARTICLE 2** **PURCHASE AND SALE AND CLOSING**

#### 2.1 Purchase and Sale

Vendor hereby agrees to sell to Purchaser, and Purchaser hereby agrees to purchase from Vendor, all of the right, title, estate and interest of Debtor (whether absolute or contingent, legal or beneficial) in and to the Assets subject to and in accordance with the terms of and subject to the conditions in this Agreement.

#### 2.2 Closing

Closing shall take place at the Closing Place at the Closing Time if there has been satisfaction or waiver of the conditions of Closing contained herein. Subject to all other provisions of this Agreement, possession, risk and beneficial ownership of Debtor's interest in and to the Assets shall pass from Vendor to Purchaser at the Closing Time. The Purchaser agrees to assume, discharge, perform and fulfil all Assumed Liabilities from the Closing Time onward.

#### 2.3 Specific Conveyances

Purchaser shall prepare the Specific Conveyances at its cost and as required, none of which shall confer or impose upon a Party any greater right or obligation than contemplated in this Agreement. All Specific Conveyances that are prepared and circulated to Vendor a reasonable time prior to the Closing Time shall be executed and delivered by the Parties at Closing. Forthwith after Closing, Purchaser shall at its cost circulate and register, as the case may be, all Specific Conveyances that by their nature may be circulated or registered. All Specific Conveyances which are to be registered at SMER or with IOGC shall be prepared showing Purchaser as transferee.

#### 2.4 Form of Payment

All payments to be made pursuant to this Agreement shall be in Canadian funds. All payments to be made at Closing shall be made by wire transfer in accordance with the Wire Transfer Instructions.

2.5 Purchase Price

The aggregate consideration to be paid by Purchaser to Vendor for Debtor's interest in and to the Assets shall be [REDACTED] (the "**Purchase Price**"). At Closing, Purchaser shall pay to Vendor (i) the Purchase Price, (ii) the GST (and any applicable provincial sales tax) payable in respect of the Assets, which Vendor shall remit according to law, and (iii) operating adjustments contemplated in section 7.1 as a change in the value of the Petroleum and Natural Gas Rights. The Parties agree that the value of the interest of Vendor in and to the Tangibles and in and to the Miscellaneous Interests is \$250,011. Under current legislation, Vendor and Purchaser calculate such GST to be \$12,500.55. The GST registration number of Debtor is 801254061 RT0002 . The GST registration number of Purchaser is 785517889RT0001. Purchaser shall be liable for the payment and remittance of any additional amount of GST payable in respect of the purchase of the Assets pursuant to this Agreement, including any interest, penalties or other costs payable in respect of such additional GST and shall indemnify and save harmless Vendor in respect thereof. The indemnity in this section 2.5 shall survive the Closing indefinitely.

2.6 Allocation of Purchase Price

The Parties shall allocate the Purchase Price as follows:

Petroleum and Natural Gas Rights	\$ [REDACTED]
Tangibles	\$ [REDACTED]
Miscellaneous Interests	\$ [REDACTED]
Total	\$ [REDACTED]

2.7 Purchase Price Certainty

For the avoidance of doubt, the Parties acknowledge that

- (a) the amount and the scope of the Abandonment and Reclamation Obligations and the Environmental Liabilities associated with the Assets are not capable of being quantified at the time of Closing and depend upon numerous unknowable factors that are not within the control of the Parties;
- (b) under Applicable Law, the Abandonment and Reclamation Obligations and the Environmental Liabilities associated with the Assets are inextricably linked with such Assets so that Purchaser will be liable for Abandonment and Reclamation Obligations and Environmental Liabilities associated with the Assets in the absence of the specific assumption of such obligations by Purchaser in this Agreement or otherwise;
- (c) the Parties have taken the fact that the Assets and any associated Abandonment and Reclamation Obligations and Environmental Liabilities are inextricably linked into account in reaching this Agreement and in establishing the Purchase Price for the Assets;
- (d) neither the existence nor the amount of any accounting reserves for site reclamation costs or similar matters associated with the Assets in the financial statements or accounting records of either Party has been of any relevance to either Party in determining any matter under this Agreement, including the Purchase Price for the Assets;

- (e) as a result of the foregoing, the Parties agree to attribute no value to the assumption of the Abandonment and Reclamation Obligations and the Environmental Liabilities, nor the indemnities provided for in Article 6, associated with the Assets; and
- (f) the Parties agree that the Purchase Price shall not be adjusted hereunder for any reason in relation to the Abandonment and Reclamation Obligations and the Environmental Liabilities.

### **ARTICLE 3** **CONDITIONS OF CLOSING**

#### **3.1 Purchaser's Conditions**

The obligation of Purchaser to purchase Debtor'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:

- (a) the Court shall have made an order, in form and substance satisfactory to Purchaser, approving the Transaction and this Agreement and the vesting of the Assets (other than the Assumed Contracts) in the name of Purchaser, free and clear of any Encumbrances other than the Permitted Encumbrances (the "**Approval and Vesting Order**");
- (b) there will not be any judicial restraining order or injunction, preliminary or otherwise, in effect prohibiting the Closing or the Transaction;
- (c) the representations and warranties of Vendor herein contained shall be true in all material respects when made and as of the Closing Time, and a Certificate to that effect shall have been delivered by Vendor to Purchaser at Closing;
- (d) 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, and a Certificate to that effect shall have been delivered by Vendor to Purchaser at Closing;
- (e) [Intentionally deleted.]; and
- (f) [Intentionally deleted.]

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 Time, Purchaser may rescind this Agreement by written notice to Vendor. If Purchaser rescinds this Agreement, Purchaser and Vendor shall be released and discharged from all obligations hereunder except as provided in sections 3.3 and 10.13.

#### **3.2 Vendor's Conditions**

The obligation of Vendor to sell Debtor'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 Vendor and may be waived by Vendor:

- (a) the Approval and Vesting Order shall have been obtained;
- (b) there will not be any judicial restraining order or injunction, preliminary or otherwise, in effect prohibiting the Closing or the Transaction;

- (c) the representations and warranties of Purchaser herein contained shall be true in all material respects when made and as of the Closing Time, and a Certificate to that effect shall have been delivered by Purchaser to Vendor at Closing;
- (d) 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 a Certificate to that effect shall have been delivered by Purchaser to Vendor at Closing;
- (e) all amounts to be paid by Purchaser to Vendor at Closing shall have been paid to Vendor in the form stipulated in this Agreement; and
- (f) [Intentionally deleted.]

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 Time, Vendor may rescind this Agreement by written notice to Purchaser. If Vendor rescinds this Agreement, Purchaser and Vendor shall be released and discharged from all obligations hereunder except as provided in sections 3.3 and 10.13.

### 3.3 Efforts to Fulfil Conditions Precedent

Purchaser and Vendor shall proceed diligently and in good faith and use commercially reasonable efforts to satisfy and comply with the conditions precedent. If there is a condition precedent that is to be satisfied or complied with prior to the Closing Time, and if, by the time the condition precedent is to be satisfied or complied with, the Party for whose benefit the condition precedent exists fails to notify the other Party whether or not the condition precedent has been satisfied or complied with, the condition precedent shall be conclusively deemed to have been satisfied or complied with.

## **ARTICLE 4** **CLOSING**

### 4.1 The Closing

The Closing will take place at the Closing Place at the Closing Time on the date that is 10 days after the Approval and Vesting Order is granted or such other Business Day as the Parties may agree in writing (the "**Closing Date**").

### 4.2 Transfer of Possession

The transfer of the Assets from Vendor to Purchaser and the assumptions of the benefits and obligations associated with the Assets by Purchaser will be effective as of the Adjustment Date; provided however, that all risk, possession and ownership of the Assets will not pass to Purchaser until the Closing Time.

### 4.3 Deliveries at Closing

- (a) At the Closing Time, Vendor shall table the following:
  - (i) a copy of the Approval and Vesting Order;
  - (ii) the Receiver's Certificate duly executed by Vendor;
  - (iii) the Vendor's Certificate contemplated by Sections 3.1(c) and (d);

- (iv) the General Conveyance duly executed by Vendor;
  - (v) the Specific Conveyances duly executed by Vendor;
  - (vi) [Intentionally deleted.]
  - (vii) such other items referred to in this Agreement.
- (b) At the Closing Time, Purchaser shall table the following:
- (i) the Purchase Price in accordance with Section 2.5;
  - (ii) the Purchaser's Certificate contemplated by Sections 3.2(c) and (d);
  - (iii) copies of those approvals it is responsible for obtaining in respect of the Transaction; and
  - (iv) such other items referred to in this Agreement or that Vendor may reasonably require to give effect to this Agreement.

Each Party will duly execute all documents requiring execution by it and to be tabled at Closing.

## **ARTICLE 5**

### **REPRESENTATIONS AND WARRANTIES**

#### 5.1 Representations and Warranties of Vendor

Vendor makes the following representations and warranties to Purchaser:

- (a) Valid Appointment: it has been appointed by the Court as receiver of the assets, properties and undertakings of the Debtor and such appointment is valid and subsists;
- (b) Authority: it has good right, full power and absolute authority to sell, assign, transfer, convey and set over the interest of the Debtor in and to the Assets, subject to the terms and conditions of the Receivership Order and the Approval and Vesting Order;
- (c) No Encumbrances Created: other than selling Leased Substances in the ordinary course of Debtor's business, Vendor has not previously sold, assigned transferred, conveyed set over or granted an Encumbrance in the Assets (other than pursuant to the receiver certificates issued from time to time by Vendor, each of which shall be released and discharged as against the Assets at Closing); and
- (d) Canadian Resident: it is not a non-resident of Canada for the purposes of the *Income Tax Act* (Canada).

#### 5.2 No Additional Representations and Warranties by Vendor

- (a) Notwithstanding anything to the contrary in this Agreement, Vendor makes no representations or warranties except as expressly set forth in section 5.1 and in particular, and without limiting the generality of the foregoing, Vendor disclaims and shall not be liable for any representation or warranty express or implied, of any kind, at law or in equity, which may have been made or alleged to be made in any instrument or document

relative hereto, or in any statement or information made or communicated to Purchaser in any manner including any opinion, information, or advice which may have been provided to Purchaser by Vendor or its Representatives in connection with the Assets or in relation to the Transaction. For greater certainty, Vendor does not make any representation or warranty, express or implied, of any kind, at law or in equity, with respect to:

- (i) the accuracy or completeness of any other data or information supplied by Vendor or any of its Representatives in connection with the Assets;
- (ii) the quality, quantity or recoverability of any Leased Substances;
- (iii) the value of the Assets or any estimates of prices or future cash flows arising from the sale of any Petroleum Substances produced from or allocated to the Assets or the Lands or any estimates of other revenues or expenses attributable to the Assets;
- (iv) the availability or continued availability of facilities, services or markets for the processing, transportation or sale of any Leased Substances;
- (v) the quality, condition, fitness, suitability, serviceability or merchantability of any of the Tangibles, Wells, including the wellbores, and any and all casings; or
- (vi) the title of Debtor to the Assets.

Purchaser acknowledges and confirms that it is relying on its own investigations concerning the Assets and it has not relied on advice from Vendor or any of its Representatives with respect to the matters specifically enumerated in the immediately preceding paragraphs in connection with the purchase of the Assets pursuant hereto. Purchaser further acknowledges and agrees that it is acquiring the Assets on an "as is, where is" basis. Purchaser acknowledges and agrees 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 the Vendor could reasonably provide such access) and that Purchaser is not relying upon any representation or warranty of Vendor as to the condition, environmental or otherwise, of the Assets, except as expressly contained in section 5.1 of this Agreement.

- (b) Except for its express rights under this Agreement, Purchaser hereby waives all rights and remedies (whether now existing or hereinafter arising and including all equitable, common law, tort, contractual and statutory rights and remedies) against Vendor and Debtor in respect of the Assets or the Transaction or any representations or statements made, direct or indirect, express or implied, or information or data furnished to Purchaser or its Representatives, in connection herewith (whether made or furnished orally or by electronic, faxed, written or other means).

### 5.3 Representations and Warranties of Purchaser

Purchaser makes the following representations and warranties to Vendor:

- (a) Standing: Purchaser is a body corporate duly organized and validly existing under the laws of the jurisdiction of organization of Purchaser, is authorized to carry on business in

the Province in which the Lands are located, and now has good right, full power and absolute authority to purchase the interest of Vendor in and to the Assets according to the true intent and meaning of this Agreement;

- (b) Requisite Authority: the execution, delivery and performance of this Agreement has been duly and validly authorized by any and all requisite partners' 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;
- (c) No Conflicts: 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 judgment, decree, order, statute, regulation, rule or license applicable to Purchaser;
- (d) Enforceability: 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;
- (e) No Approvals or Authorizations Required: 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;
- (f) Finders' Fees: Purchaser has not incurred any obligation or liability, contingent or otherwise, for brokers' or finders' fees in respect of this Agreement or the Transaction to be effected by it for which Vendor shall have any obligation or liability; and
- (g) Investment Canada: Purchaser is not a non-Canadian person for the purposes of the *Investment Canada Act*.

#### 5.4 Enforcement of Representations and Warranties

Notwithstanding anything to the contrary herein expressed or implied and notwithstanding the Closing or deliveries of covenants and/or representations and warranties in any other agreements at Closing or prior or subsequent thereto, the representations and warranties set for in sections 5.1 and 5.3 shall survive the Closing for the benefit of Purchaser and Vendor respectively, provided that no claim in respect of such representations and warranties shall be made or enforceable unless written notice of such claim, with reasonable particulars, is given by the Party making the claim to the other Party within a period of twelve (12) months from the Closing Time.

### **ARTICLE 6** **PURCHASER'S INDEMNITIES**

#### 6.1 General Indemnity

If Closing occurs, Purchaser shall, without any further necessary action on the part of Vendor or Purchaser assume, perform, pay, discharge and be liable to Vendor and Debtor for and, as a separate covenant, save and hold harmless and indemnify Vendor and Debtor from and against, all Losses and Liabilities suffered, sustained, paid or incurred by them to the extent arising or accruing on or after the

Closing Time and which relate to the Assets or the terms and conditions of the Title Documents, including but not limited to, all Losses and Liabilities attributable to the operation, ownership, use, construction or maintenance of the Assets arising or accruing on or after the Closing Time. Purchaser's indemnity obligation set forth in this section 6.1 shall survive the Closing indefinitely.

## 6.2 Abandonment and Reclamation

Purchaser shall see to the timely performance of all Abandonment and Reclamation Obligations pertaining to the Assets which in the absence of this Agreement would be the responsibility of Vendor or the Debtor. Purchaser shall be liable to Vendor for and shall, in addition, indemnify Vendor and Debtor from and against, all Losses and Liabilities suffered, sustained, paid or incurred by Vendor should Purchaser fail to timely perform such obligations. The indemnity in this section 6.2 shall survive the Closing indefinitely.

## 6.3 Environmental Matters

- (a) Purchaser acknowledges that it:
  - (i) is familiar with the condition of the Assets, including the past and present use of the Assets, and it has been provided with the right and the opportunity to conduct due diligence investigations with respect to existing or potential Environmental Liabilities pertaining to the Assets; and
  - (ii) is not relying upon any representation or warranty of Vendor as to the condition, environmental or otherwise, of the Assets.
- (b) Purchaser agrees that once Closing has occurred Vendor shall have no liability whatsoever for any Environmental Liabilities. In this regard, once Closing has occurred, Purchaser shall, without any further necessary action on the part of Vendor or Purchaser:
  - (i) be solely liable and responsible for all of Vendor's and Debtor's Losses and Liabilities; and
  - (ii) as a separate covenant, indemnify, save and hold Vendor and Debtor harmless from and against all Losses and Liabilities that may be brought against or which it may suffer, sustain, pay or incur;

as a result of any act, omission, matter or thing related to any Environmental Liabilities and Abandonment and Reclamation Obligations pertaining to the acquired Assets arising, however and whenever arising or occurring, and Purchaser shall assume, perform, pay and discharge all Environmental Liabilities and Abandonment and Reclamation Obligations pertaining to the acquired Assets. Purchaser acknowledges and agrees that it shall not be entitled to any rights or remedies as against Vendor or Debtor under the common law or statute pertaining to any Environmental Liabilities, including the right to name Vendor or Debtor as a 'third party' to any action commenced by any Person against Purchaser. Purchaser's indemnity obligation set forth in this section 6.3 shall survive the Closing indefinitely.

**ARTICLE 7**  
**OPERATING ADJUSTMENTS**

7.1 Operating Adjustments

- (a) Except as otherwise provided in this section 7.1 and subject to all other provisions of this Agreement and without duplication, the Parties will adjust and apportion all benefits, obligations, expenditures and revenues of every kind and nature accruing, payable or paid, receivable or received, in respect of the operation of the Assets including operating, maintenance, development and capital costs, proceeds from the sale of Petroleum Substances (with respect to the sale of natural gas, based on the weighted average price received by Vendor for its natural gas produced after the Adjustment Date and from the province in which the Lands are situated) net of applicable transportation costs, equipment, vehicle and field office rental and lease costs, royalties, including lessor royalties, property taxes, gas cost allowance (or similar allowances), prepayments and deposits, duties, taxes and assessments (excluding income taxes), as at the Adjustment Date.
- (b) Vendor is entitled to the revenues and benefits from Debtor's ownership and operation of the Assets incurred and / or accrued prior to the Adjustment Date including, without limitation, the benefit of audit queries for such time when resolved, and is responsible for and will pay for the expenditures pertaining to the ownership, operation and development of the Assets incurred and or accrued prior to the Adjustment Date.
- (c) Purchaser is entitled to the revenues and benefits from the ownership and operation of the Assets incurred and / or accrued from and after the Adjustment Date and is responsible for and will pay for the expenditures pertaining to the ownership, operation and development of the Assets incurred and or accrued from and after the Adjustment Date. For clarity, there will be no adjustment for income taxes paid by Vendor or Debtor on the revenue from the Assets on and after the Adjustment Date.
- (d) Vendor's share of all Petroleum Substances beyond the wellhead at the Adjustment Date do not comprise part of the Assets. Petroleum Substances attributable to the Assets which were beyond the wellhead, but not sold, as of the Adjustment Date shall be retained by Vendor and Vendor shall be responsible for all royalties or other encumbrances thereon. Petroleum Substances will be deemed to be sold on a first in, first out basis.
- (e) There will be no adjustments for royalty tax credits or similar incentives that accrue to a Party because of financial or organizational attributes specific to it.
- (f) Costs and expenses of work done, services provided and goods supplied shall be deemed to accrue for the purposes of this Section when the work is done or the goods (other than inventory) or services are provided, regardless of when such costs and expenses become payable.
- (g) All freehold mineral taxes, surface and mineral lease rentals and any similar payments made by Vendor or Debtor to preserve any of the Leases or any Surface Rights shall be apportioned between Vendor and Purchaser on a per diem basis as at the Adjustment Date.

- (h) All statements prepared under this section 7.1 will be prepared as contemplated herein and in accordance with generally accepted accounting principles applying the accrual method, according to IFRS Rules.
- (i) Vendor shall prepare and deliver to Purchaser for approval a statement no later than three (3) Business Days prior to the Closing Time that shall set forth a written statement of adjustments to be made in accordance with this Agreement (the "**Interim Statement of Adjustments**") and Vendor will make available to representatives of Purchaser all information necessary for Purchaser to confirm the calculations in the statement. The Interim Statement of Adjustments shall be based on Vendor's good faith estimate of the costs and expenses accrued prior to Closing and the revenues received and accrued by Vendor prior to Closing.
- (j) If Vendor receives any revenues pertaining to the Assets after the Closing Time, Vendor shall be entitled to deduct any costs, expenses and other payments made by Vendor in respect of the Assets that accrued after the Adjustment Date and that were not accounted for in the Interim Statement of Adjustments and shall pay the net amount of such revenues to Purchaser within ten (10) Business Days following receipt of such revenues;
- (k) Subject to subsection 7.1(i), within sixty (60) days following the Closing Date, Vendor shall prepare and deliver to Purchaser a final statement of all adjustments and payments to be made pursuant to this Agreement (the "**Final Statement of Adjustments**"). Purchaser shall provide, or cause to be provided, to Vendor full (but non-exclusive) access to, and Vendor at its own expense shall be entitled to audit, the relevant records to aid in the preparation of such statement. Vendor shall provide to Purchaser at its own expense the right to review the Final Statement of Adjustments and full access to the working papers of Vendor to aid in such review. The net amount will be remitted by the Party who in the net result is obliged to make payment within fifteen (15) Business Days of receipt by Purchaser of the Final Statement of Adjustments.
- (l) If Purchaser is of the opinion that any change is required to be made to the Final Statement of Adjustments as prepared by Vendor, it shall, on or before that date which is ten (10) Business Days after the delivery of the Final Statement of Adjustments by Vendor to Purchaser (the "**Objection Date**") pursuant to subsection 7.1(k), give written notice to Vendor of any such proposed change, including the reason for such change. If Purchaser does not notify Vendor of any proposed change on or before the Objection Date, then Purchaser shall be deemed to have accepted the Final Statement of Adjustments.
- (m) If Purchaser gives written notice to Vendor of any proposed change to the Final Statement of Adjustments on or before the Objection Date, and if the proposed change is disputed by Vendor and the Parties fail to resolve the dispute within ten (10) Business Days after the Objection Date, then either party may apply to the Court for determination of such dispute.
- (n) Upon agreement with respect to all matters in dispute, or upon a decision of the Court with respect thereto, such amendments shall be made to the Final Statement of Adjustments as may be necessary to reflect such agreement or such decision, as the case may be. The net amount will then be remitted promptly by the Party who in the net result is obliged to make payment. In such event, references in the Agreement to the Final

Statement of Adjustments shall refer to the Final Statement of Adjustments, as so amended.

- (o) Subject to subsection 7.1(n), each Party will have the right, within thirty (30) days following the distribution of the Final Statement of Adjustments by Vendor under subsection 7.1(k), to examine, copy and audit the records of the other relative to the Assets for the purpose of effecting or verifying adjustments required under this Article. The auditing Party will, upon reasonable notice, conduct that audit at its sole expense during normal business hours at the offices of the audited Party or at such other premises where those records are maintained. Any Claims of discrepancies disclosed by that audit will be made in writing to the audited Party within one (1) month following the completion of that audit. That Party will respond in writing to any such Claims within one (1) month of the receipt of notice of those Claims. To the extent that the Parties are unable to resolve such Claims, the matter will be referred to the Court;
- (p) Subject to subsection 7.1(k) above, all payments made after the Closing Date are to be paid within thirty (30) days after the amount is determined. Any amounts not paid within the stipulated time period will thereafter bear interest until paid at a rate of interest equal to the Prime Rate plus one (1%) percent compounded annually.

## **ARTICLE 8**

### **MAINTENANCE OF ASSETS AND POST-CLOSING TRANSITION**

#### **8.1 Maintenance of Assets**

Until the Closing Time, Vendor shall, to the extent that the nature of its interest permits, and subject to the Title Documents and any other agreements and documents to which the Assets are subject:

- (a) maintain the Assets in a proper and prudent manner in accordance with good oil and gas industry practices and in material compliance with all Applicable Laws and Environmental Law;
- (b) pay or cause to be paid all costs and expenses relating to the Assets (other than costs and expenses relating to the Non-Producing Assets and Cure Costs for which Purchaser is responsible) which arose after the date Vendor was appointed as receiver and which become due from the date hereof to the Closing Time; and
- (c) subject to the terms of the Receivership Order, perform and comply with all covenants and conditions contained in the Title Documents and any other agreements and documents to which the Assets are subject.

#### **8.2 Consent of Purchaser**

Notwithstanding section 8.1, Vendor shall not, 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, 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;

- (b) surrender or abandon any of the Assets, or allow any of the Leases to expire or be terminated;
- (c) amend or terminate any Title Document or any other agreement or document to which the Assets are subject, or enter into any new agreement or commitment relating to the Assets; or
- (d) sell, encumber or otherwise dispose of any of the Assets or any part or portion thereof excepting sales of the Leased Substances or any of them in the normal course of business.

### 8.3 Post Closing Administration

Following Closing:

- (a) Vendor shall hold Debtor's title to the Assets on behalf of Purchaser until all necessary notifications, registrations and other steps have been completed;
- (b) Vendor and Purchaser shall use reasonable commercial efforts to obtain all outstanding governmental and other regulatory approvals to the sale of the Assets that are required to effect the transfer of the same;
- (c) Vendor shall represent Purchaser in all matters arising under the Title Documents:
  - (i) all payments relating to the Assets after Closing received by Vendor pursuant to the Title Documents shall be received and held by Vendor for Purchaser and Vendor shall remit such amounts to Purchaser within 30 days of receipt thereof; provided, however, that Vendor, acting reasonably, shall be entitled to retain any portion of such payments to satisfy any amounts owing or payable hereunder or to satisfy any amounts owing to Third Parties by Purchaser under the Title Documents;
  - (ii) Vendor shall forward all statements, notices and other information received by it pursuant to the Title Documents that pertain to the Assets to Purchaser following their receipt by Vendor; and
  - (iii) Vendor shall forward to Third Parties to the Title Documents such notices and elections pursuant to the Title Documents pertaining to the Assets as Purchaser may reasonably request.
- (d) Purchaser ratifies and confirms all actions taken, or refrained from being taken, by Vendor under this section 8.3, and Purchaser shall indemnify and save harmless Vendor from and against all Losses and Liabilities arising as a consequence of the provisions of subsections 8.3(a) and (c) hereof, except to the extent caused by the gross negligence or wilful misconduct of Vendor or its servants, agents or employees. Acts or omissions taken by Vendor or its servants or agents with the approval of Purchaser shall not constitute gross negligence or wilful misconduct for purposes of this subsection. The indemnity in this section 8.3 shall survive the Closing indefinitely.

8.4 Payments and Production Accounting

- (a) Vendor will be responsible for production accounting for the production month in which Closing occurs and payment of costs (other than amounts constituting Cure Costs) related directly to this period. The Purchaser shall be responsible for production accounting and payment of costs after such date.
- (b) Purchaser will be responsible for all Saskatchewan freehold mineral taxes (if any) effective the first day of the month following the Closing Time.
- (c) Purchaser shall indemnify and save harmless Vendor from and against all Losses and Liabilities arising as a consequence of the provisions of this section 8.4, except to the extent caused by the gross negligence or wilful misconduct of Vendor or its servants, agents or employees. Acts or omissions taken by Vendor or its servants or agents with the approval of Purchaser shall not constitute gross negligence or wilful misconduct for purposes of this subclause. The indemnity in this section 8.4 shall survive the Closing indefinitely.

**ARTICLE 9**  
**[INTENTIONALLY DELETED]**

9.1 [Intentionally deleted.]

**ARTICLE 10**  
**GENERAL**

10.1 Further Assurances

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

10.2 No Merger

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

10.3 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. No amendments shall be made to this Agreement unless in writing and executed by the Parties. This Agreement supersedes all other agreements, documents, writings and verbal understandings among the Parties relating to the subject matter hereof and expresses the entire agreement of the Parties with respect to the subject matter hereof.

#### 10.4 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 Saskatchewan and Applicable Laws of Canada and shall, in all respects, be treated as a contract made in the Province of Saskatchewan. The Parties irrevocably attorn and submit to the non-exclusive jurisdiction of the Court of King's Bench for Saskatchewan, Judicial Centre of Saskatoon in respect of all matters arising out of or in connection with this Agreement.

#### 10.5 Enurement

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

#### 10.6 Time of Essence

Time shall be of the essence in this Agreement.

#### 10.7 Notices

The addresses for service and the fax numbers of the Parties shall be as follows:

Vendor - MNP Ltd.  
1500, 640 - 5th Avenue SW, Calgary, AB T2P 3G4  
Attention: Victor Kroeger/Rick Anderson  
Telephone: 403-298-8479/403-537-8424  
Email: vic.kroeger@mnp.ca / rick.Anderson@mnp.ca

with a copy to McDougall Gauley LLP  
500 – 616 Main Street, Saskatoon, SK S7H0J6  
Attention: Ian Sutherland/Craig Frith  
Telephone: 306-665-5417/306-665-5432  
Email: isutherland@mcdougallgauley.com/cfrith@mcdougallgauley.com

Purchaser - You First Energy Inc.  
3443 McClocklin Road  
Saskatoon, SK S7R 0C2  
Telephone: 403-880-7600/306-460-7299  
Email: k64876@live.com

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

- (a) by personal service on a Party at the address of such Party set out above, in which case the item so served shall be deemed to have been received by that Party when personally served; or

- (b) by email transmission to a Party to the email address of such Party set out above, in which case the item so transmitted shall be deemed to have been received by that Party when transmitted.

A Party may from time to time change its address for service or email address or both by giving written notice of such change to the other Party.

#### 10.8 Limit of Liability

In no event shall the liability of Vendor to Purchaser in respect of claims of Purchaser arising out of or in connection with this Agreement exceed, in the aggregate, the Purchase Price, taking into account any and all increases or decreases to the Purchase Price that occur by virtue of the terms of this Agreement.

#### 10.9 Invalidity of Provisions

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

#### 10.10 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 of any provision of this Agreement, including without limitation, this section, shall be effective otherwise than by an instrument in writing dated subsequent to the date hereof, executed by a duly authorized representative of the Party making such waiver.

#### 10.11 Amendment

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

#### 10.12 Confidentiality and Public Announcements

Until Closing has occurred, 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 Transactions herein provided for, 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 agency or regulatory authority or to the public if required by Applicable Law, provided that the Parties shall advise each other in advance of any public statement which they propose to make, (ii) in connection with obtaining consents or complying with preferential, pre-emptive or first purchase rights contained in Title Documents and any other agreements and documents to which the Assets are subject, or (iii) to procure financing.

#### 10.13 Counterparts and Electronic Transmission

This Agreement may be executed in several counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall constitute one and the same instrument, and

notwithstanding the date of execution, shall be deemed to bear date as of the date of this Agreement. This Agreement shall be considered properly executed by any Party if executed and transmitted by facsimile or other electronic means to the other Parties.

10.14 Waiver of Legislation

The *Land Contracts (Actions) Act* (Saskatchewan) shall have no application to any action, as defined in that Act, with respect to this Agreement, and *The Limitation of Civil Rights Act* (Saskatchewan) shall have no application to this Agreement or any agreement renewing, extending or collateral to this Agreement.

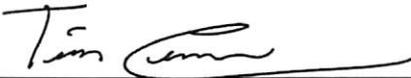
IN WITNESS WHEREOF the Parties have executed this Agreement as of the day and year first above written.

**MNP Ltd.**, in its capacity as receiver of the assets, undertaking and property of Abbey Resources Corp., and not in its corporate or personal capacity

**You First Energy Inc.**

PURCHASER

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

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

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

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

**SCHEDULE "A"**

---

Schedule A-1 Abbey Area					
Number (Split)	Lessor/Crown #	Lands and Rights	Debtor's Interest	Royalties	Related Contracts
M025902 (3)	CL-0001	Tract 1 TWP 21-RGE 19-W3M 33,NE36,S36,NW36 TWP 22-RGE 19-W3M 3,N4,SE4,W6,N7,SW7,W8,NE9,S10,NW10,NE10,15,E16,NE18,S18, NW18,20,W21,23,24,NW25,S25,26,29,30,31,32 TWP 22-RGE 20-W3M 1,10,11,12,13,14 TWP 22-RGE 18-W3M 5(LSD 4-6, 12, 13) PNG from top MILK RIVER to base MILK RIVER	ABBEY RESOURCES CORP. - 100	GOR: 50% of production: Non-Convertible; Not TIK; Oil 2%, Gas (2%, Min \$0.00) Payors: ABBEYR 100% Payees: GRAVITYONE 12.5%, MANLEYBILL 10%, PARKSLARRY 50%, QUINNERRY 12.5%, WESEMANNHEIDI 2.5%, WILSONJAMESK 12.5%  GOR: 100% of production: Non-Convertible; Not TIK; Custom Payors: ABBEYR 100% Payees: LAWINVESTMENTSPLP 10%, QUANTICOCAPITAL 10%, URSATAURCAPITAL 10%, WESTHILLSDEVELOPMENT 10%, WILMINGTONCAPITAL 60%  LR: 100% of production: Non-Convertible; TIK; 0% of all products Payors: ABBEYR 100% Payees: INDIAN OIL & GAS 100%	C0015 - 1 ROYALTY
M01502 (1)	PN57266	Tract 1 TWP 21-RGE 19-W3M 36 PNG to top 2WSPK	ABBEY RESOURCES CORP. - 100	CSS: 100% of production: Non-Convertible; TIK; Crown Sliding-Scale Payors: ABBEY RESOUR 100% Payees: SKECON 100%  GOR: 50% of production: Non-Convertible; Not TIK; Oil 2%, Gas (2%, Min \$0.00) Payors: ABBEYR 100% Payees: GRAVITYONE 12.5%, MANLEYBILL 10%, PARKSLARRY 50%, QUINNERRY 12.5%, WESEMANNHEIDI 2.5%, WILSONJAMESK 12.5%	C0013 - 1 PURCH/SALE C0014 - 1 ROYALTY
M0010 (1)	PN41773	Tract 1 TWP 21-RGE 19-W3M N29,N30,31,32 TWP 21-RGE 20-W3M N25,S36 TWP 22-RGE 19-W3M SW4,5,E6,SE7 PNG from surface to top SECOND WHITE SPECKLED SHALE	ABBEY RESOURCES CORP. - 100	GOR: 100% of production: Non-Convertible; Not TIK; Custom Payors: ABBEYR 100% Payees: LAWINVESTMENTSPLP 10%, QUANTICOCAPITAL 10%, URSATAURCAPITAL 10%, WESTHILLSDEVELOPMENT 10%, WILMINGTONCAPITAL 60%  LSR: 100% of production: Non-Convertible; Not TIK; Crown Sliding-Scale Payors: ABBEYR 100% Payees: SKECON 100%	C0001 - 1 PURCH/SALE C0015 - 1 ROYALTY
M025901 (1)	PN59092	Tract 1 TWP 22-RGE 18-W3M 5(LSD 6) PNG from top SURFACE to base MILKRV	ABBEY RESOURCES CORP. - 25	CSS: 100% of production: Non-Convertible; TIK; Crown Sliding-Scale Payors: SHACKLE GP 100% Payees: SKECON 100%  GOR: 100% of production: Non-Convertible; Not TIK; Custom Payors: ABBEYR 100% Payees: LAWINVESTMENTSPLP 10%, QUANTICOCAPITAL 10%, URSATAURCAPITAL 10%, WESTHILLSDEVELOPMENT 10%, WILMINGTONCAPITAL 60%	C0012 - 1 PURCH/SALE C0015 - 1 ROYALTY C016152 - 1 POOLJOA C016152 - 1 POOLJOA
M01510 (1)	PN59092	Tract 1 TWP 22-RGE 18-W3M 5(LSD 6, 12) PNG to top 2WSPK	ABBEY RESOURCES CORP. - 100	CSS: 100% of production: Non-Convertible; TIK; Crown Sliding-Scale Payors: ABBEY RESOUR 100% Payees: SKECON 100%  GOR: 50% of production: Non-Convertible; Not TIK; Oil 2%, Gas (2%, Min \$0.00) Payors: ABBEYR 100% Payees: GRAVITYONE 12.5%, MANLEYBILL 10%, PARKSLARRY 50%, QUINNERRY 12.5%, WESEMANNHEIDI 2.5%, WILSONJAMESK 12.5%	C0012 - 1 PURCH/SALE C0013 - 1 PURCH/SALE C0014 - 1 ROYALTY

M025491 (1)	PN45385	Tract 1 TWP 22-RGE 19-W3M 1,2,11,12,13,14 E21,22,27,28,33,34 PNG from top SURFACE to top ZWSPK	ABBIE RESOURCES CORP. - 100	<p>CSS: 100% of production, Non-Convertible: TIK, Crown Sliding-Scale  Payors: ABBIE RESOUR 100%  Payees: SKECON 100%</p> <p>GOR: 100% of production, Non-Convertible: Not TIK, Custom  Payors: ABBEYR 100%  Payees: LAWINVESTMENTS 10%, QUANTICOCAPITAL 10%, URSATAURCAPITAL 10%, WESTHILLSDEVELOPMENT 10%, WILMINGTONCAPITAL 60%</p> <p>NONCONGOR: 100% of production, Non-Convertible: TIK, 7.5% of all products  Payors: ABBIE RESOUR 100%  Payees: PRAIRIESKY R 100%</p>	C0012 - 1 PURCH/SALE C0015 - 1 ROYALTY C016184 - 2 FO C016184 - 2 FO
M025703 (2)	PN54802	Tract 1 TWP 22-RGE 19-W3M 35(LSD 6) PNG from top SURFACE to top ZWSPK	ABBIE RESOURCES CORP. - 100	<p>CSS: 100% of production, Non-Convertible: TIK, Crown Sliding-Scale  Payors: ABBIE RESOUR 100%  Payees: SKECON 100%</p> <p>GOR: 100% of production, Non-Convertible: Not TIK, Custom  Payors: ABBEYR 100%  Payees: LAWINVESTMENTS 10%, QUANTICOCAPITAL 10%, URSATAURCAPITAL 10%, WESTHILLSDEVELOPMENT 10%, WILMINGTONCAPITAL 60%</p> <p>NONCONGOR: 100% of production, Non-Convertible: TIK, 10% of all products  Payors: ABBIE RESOUR 100%  Payees: PRAIRIESKY R 100%</p>	C0012 - 1 PURCH/SALE C0015 - 1 ROYALTY C016224 - 1 ORR C016224 - 1 ORR
M025705 (1)	PN54804	Tract 1 TWP 22-RGE 19-W3M 36 PNG from top SURFACE to top ZWSPK	ABBIE RESOURCES CORP. - 100	<p>CSS: 100% of production, Non-Convertible: TIK, Crown Sliding-Scale  Payors: ABBIE RESOUR 100%  Payees: SKECON 100%</p> <p>GOR: 100% of production, Non-Convertible: Not TIK, Custom  Payors: ABBEYR 100%  Payees: LAWINVESTMENTS 10%, QUANTICOCAPITAL 10%, URSATAURCAPITAL 10%, WESTHILLSDEVELOPMENT 10%, WILMINGTONCAPITAL 60%</p> <p>NONCONGOR: 100% of production, Non-Convertible: TIK, 10% of all products  Payors: ABBIE RESOUR 100%  Payees: PRAIRIESKY R 100%</p>	C0012 - 1 PURCH/SALE C0015 - 1 ROYALTY C016224 - 1 ORR C016224 - 1 ORR
M01537 (1)	PN62168	Tract 1 TWP 22-RGE 19-W3M E18 PNG to top ZWSPK	ABBIE RESOURCES CORP. - 100	<p>CSS: 100% of production, Non-Convertible: TIK, Crown Sliding-Scale  Payors: ABBIE RESOUR 100%  Payees: SKECON 100%</p> <p>GOR: 50% of production, Non-Convertible: Not TIK, Oil: 2%, Gas: (2%, Min \$0.00)  Payors: ABBEYR 100%  Payees: GRAVITYONE 12.5%, MANLEYBILL 10%, PARKSLARRY 50%, QUINNERRY 12.5%, WESEMANNHEIDI 2.5%, WILSONJAMESK 12.5%</p>	C0013 - 1 PURCH/SALE C0014 - 1 ROYALTY
M025577 (1)	PN45386	Tract 1 TWP 22-RGE 19-W3M E8,S9,NW9,W16,17,19 PNG from top SURFACE to top ZWSPK	ABBIE RESOURCES CORP. - 100	<p>CSS: 100% of production, Non-Convertible: TIK, Crown Sliding-Scale  Payors: ABBIE RESOUR 100%  Payees: SKECON 100%</p> <p>GOR: 100% of production, Non-Convertible: Not TIK, Custom  Payors: ABBEYR 100%  Payees: LAWINVESTMENTS 10%, QUANTICOCAPITAL 10%, URSATAURCAPITAL 10%, WESTHILLSDEVELOPMENT 10%, WILMINGTONCAPITAL 60%</p> <p>NONCONGOR: 100% of production, Non-Convertible: TIK, 7.5% of all products  Payors: ABBIE RESOUR 100%  Payees: PRAIRIESKY R 100%</p>	C0012 - 1 PURCH/SALE C0015 - 1 ROYALTY C016184 - 2 FO C016184 - 2 FO

M01513 (1)	PN59095	Tract 1 TWP 22-RGE 19-W3M N15.23 24.S26 PNG to top ZWSPK	ABBEY RESOURCES CORP. - 100	CSS: 100% of production. Non-Convertible. TIK, Crown Sliding-Scale Payors: ABBEY RESOUR 100% Payees: SKECON 100%  GOR: 50% of production. Non-Convertible. Not TIK. Oil: 2%, Gas: (2%, Min \$0 00) Payors: ABBEYR 100% Payees: GRAVITYONE 12.5%, MANLEYBILL 10%, PARKSLARRY 50%, QUINNNGERRY 12.5%, WESEMANNHEIDI 2.5%, WILSONJAMESK 12.5%	C0013 - 1 PURCH/SALE C0014 - 1 ROYALTY
M01509 (1)	PN58859	Tract 1 TWP 22-RGE 19-W3M N20,SW29 PNG to top ZWSPK	ABBEY RESOURCES CORP. - 100	CSS: 100% of production. Non-Convertible. TIK, Crown Sliding-Scale Payors: ABBEY RESOUR 100% Payees: SKECON 100%  GOR: 50% of production. Non-Convertible. Not TIK. Oil: 2%, Gas: (2%, Min \$0 00) Payors: ABBEYR 100% Payees: GRAVITYONE 12.5%, MANLEYBILL 10%, PARKSLARRY 50%, QUINNNGERRY 12.5%, WESEMANNHEIDI 2.5%, WILSONJAMESK 12.5%	C0013 - 1 PURCH/SALE C0014 - 1 ROYALTY
M01531 (1)	PN62146	Tract 1 TWP 22-RGE 19-W3M N31,N32 PNG to top ZWSPK	ABBEY RESOURCES CORP. - 100	CSS: 100% of production. Non-Convertible. TIK, Crown Sliding-Scale Payors: ABBEY RESOUR 100% Payees: SKECON 100%  GOR: 50% of production. Non-Convertible. Not TIK. Oil: 2%, Gas: (2%, Min \$0 00) Payors: ABBEYR 100% Payees: GRAVITYONE 12.5%, MANLEYBILL 10%, PARKSLARRY 50%, QUINNNGERRY 12.5%, WESEMANNHEIDI 2.5%, WILSONJAMESK 12.5%	C0013 - 1 PURCH/SALE C0014 - 1 ROYALTY
M025704 (1)	PN54803	Tract 1 TWP 22-RGE 19-W3M N35 PNG from top SURFACE to top ZWSPK	ABBEY RESOURCES CORP. - 100	CSS: 100% of production. Non-Convertible. TIK, Crown Sliding-Scale Payors: ABBEY RESOUR 100% Payees: SKECON 100%  GOR: 100% of production. Non-Convertible. Not TIK. Custom Payors: ABBEYR 100% Payees: LAWINVESTMENTS/SLP 10%, QUANTICO/CAPITAL 10%, URSATAUR/CAPITAL 10%, WESTHILLS/DEVELOPMENT 10%, WILMINGTON/CAPITAL 60%  NONCONGOR: 100% of production. Non-Convertible. TIK: 10% of all products Payors: ABBEY RESOUR 100% Payees: PRAIRIESKY R 100%	C0012 - 1 PURCH/SALE C0015 - 1 ROYALTY C016224 - 1 ORR C016224 - 1 ORR
M01522 (1)	PN60173	Tract 1 TWP 22-RGE 19-W3M NE10,SW15,NE16 PNG to top ZWSPK	ABBEY RESOURCES CORP. - 100	CSS: 100% of production. Non-Convertible. TIK, Crown Sliding-Scale Payors: ABBEY RESOUR 100% Payees: SKECON 100%  GOR: 50% of production. Non-Convertible. Not TIK. Oil: 2%, Gas: (2%, Min \$0 00) Payors: ABBEYR 100% Payees: GRAVITYONE 12.5%, MANLEYBILL 10%, PARKSLARRY 50%, QUINNNGERRY 12.5%, WESEMANNHEIDI 2.5%, WILSONJAMESK 12.5%	C0013 - 1 PURCH/SALE C0014 - 1 ROYALTY
M025702 (1)	PN54801	Tract 1 TWP 22-RGE 19-W3M NE25 PNG from top SURFACE to top ZWSPK	ABBEY RESOURCES CORP. - 100	CSS: 100% of production. Non-Convertible. TIK, Crown Sliding-Scale Payors: ABBEY RESOUR 100% Payees: SKECON 100%  GOR: 100% of production. Non-Convertible. Not TIK. Custom Payors: ABBEYR 100% Payees: LAWINVESTMENTS/SLP 10%, QUANTICO/CAPITAL 10%, URSATAUR/CAPITAL 10%, WESTHILLS/DEVELOPMENT 10%, WILMINGTON/CAPITAL 60%  NONCONGOR: 100% of production. Non-Convertible. TIK: 8% of all products Payors: ABBEY RESOUR 100% Payees: PRAIRIESKY R 100%	C0012 - 1 PURCH/SALE C0015 - 1 ROYALTY C016223 - 2 ORR C016223 - 2 ORR

M01534 (1)	PN62154	Tract 1 TWP 22-RGE 19-W3M NE29 PNG to top 2WSPK	ABBEY RESOURCES CORP. - 100	CSS: 100% of production, Non-Convertible; TIK, Crown Sliding-Scale Payers: ABBEY RESOUR 100% Payees: SKECON 100%  GOR: 50% of production, Non-Convertible; Not TIK; Oil: 2%, Gas: (2%, Min \$0.00) Payers: ABBEYR 100% Payees: GRAVITYONE 12.5%, MANLEYBILL 10%, PARKSLARRY 50%, QUINNERRY 12.5%, WESEMANNHEIDI 2.5%, WILSONJAMESK 12.5%	C0013 - 1 PURCH/SALE C0014 - 1 ROYALTY
M01521 (1)	PN60174	Tract 1 TWP 22-RGE 19-W3M NE7 PNG to top 2WSPK	ABBEY RESOURCES CORP. - 100	CSS: 100% of production, Non-Convertible; TIK, Crown Sliding-Scale Payers: ABBEY RESOUR 100% Payees: SKECON 100%  GOR: 50% of production, Non-Convertible; Not TIK; Oil: 2%, Gas: (2%, Min \$0.00) Payers: ABBEYR 100% Payees: GRAVITYONE 12.5%, MANLEYBILL 10%, PARKSLARRY 50%, QUINNERRY 12.5%, WESEMANNHEIDI 2.5%, WILSONJAMESK 12.5%	C0013 - 1 PURCH/SALE C0014 - 1 ROYALTY
M01506 (1)	PN58570	Tract 1 TWP 22-RGE 19-W3M NW26 PNG to top 2WSPK	ABBEY RESOURCES CORP. - 100	CSS: 100% of production, Non-Convertible; TIK, Crown Sliding-Scale Payers: ABBEY RESOUR 100% Payees: SKECON 100%  GOR: 50% of production, Non-Convertible; Not TIK; Oil: 2%, Gas: (2%, Min \$0.00) Payers: ABBEYR 100% Payees: GRAVITYONE 12.5%, MANLEYBILL 10%, PARKSLARRY 50%, QUINNERRY 12.5%, WESEMANNHEIDI 2.5%, WILSONJAMESK 12.5%	C0013 - 1 PURCH/SALE C0014 - 1 ROYALTY
M01538 (1)	PN62169	Tract 1 TWP 22-RGE 19-W3M NW29, SE31, SW32 PNG to top 2WSPK	ABBEY RESOURCES CORP. - 100	CSS: 100% of production, Non-Convertible; TIK, Crown Sliding-Scale Payers: ABBEY RESOUR 100% Payees: SKECON 100%  GOR: 50% of production, Non-Convertible; Not TIK; Oil: 2%, Gas: (2%, Min \$0.00) Payers: ABBEYR 100% Payees: GRAVITYONE 12.5%, MANLEYBILL 10%, PARKSLARRY 50%, QUINNERRY 12.5%, WESEMANNHEIDI 2.5%, WILSONJAMESK 12.5%	C0013 - 1 PURCH/SALE C0014 - 1 ROYALTY
M01511 (1)	PN59093	Tract 1 TWP 22-RGE 19-W3M NW30 PNG to top 2WSPK	ABBEY RESOURCES CORP. - 100	CSS: 100% of production, Non-Convertible; TIK, Crown Sliding-Scale Payers: ABBEY RESOUR 100% Payees: SKECON 100%  GOR: 50% of production, Non-Convertible; Not TIK; Oil: 2%, Gas: (2%, Min \$0.00) Payers: ABBEYR 100% Payees: GRAVITYONE 12.5%, MANLEYBILL 10%, PARKSLARRY 50%, QUINNERRY 12.5%, WESEMANNHEIDI 2.5%, WILSONJAMESK 12.5%	C0013 - 1 PURCH/SALE C0014 - 1 ROYALTY
M01532 (1)	PN62152	Tract 1 TWP 22-RGE 19-W3M NW9 TWP 22-RGE 20-W3M E1 PNG to top 2WSPK	ABBEY RESOURCES CORP. - 100	CSS: 100% of production, Non-Convertible; TIK, Crown Sliding-Scale Payers: ABBEY RESOUR 100% Payees: SKECON 100%  GOR: 50% of production, Non-Convertible; Not TIK; Oil: 2%, Gas: (2%, Min \$0.00) Payers: ABBEYR 100% Payees: GRAVITYONE 12.5%, MANLEYBILL 10%, PARKSLARRY 50%, QUINNERRY 12.5%, WESEMANNHEIDI 2.5%, WILSONJAMESK 12.5%	C0013 - 1 PURCH/SALE C0014 - 1 ROYALTY
M01514 (1)	PN58569	Tract 1 TWP 22-RGE 19-W3M S20, SW21 PNG to top 2WSPK	ABBEY RESOURCES CORP. - 100	CSS: 100% of production, Non-Convertible; TIK, Crown Sliding-Scale Payers: ABBEY RESOUR 100% Payees: SKECON 100%  GOR: 50% of production, Non-Convertible; Not TIK; Oil: 2%, Gas: (2%, Min \$0.00) Payers: ABBEYR 100% Payees: GRAVITYONE 12.5%, MANLEYBILL 10%, PARKSLARRY 50%, QUINNERRY 12.5%, WESEMANNHEIDI 2.5%, WILSONJAMESK 12.5%	C0013 - 1 PURCH/SALE C0014 - 1 ROYALTY

M01512 (1)	PN59094	Tract 1 TWP 22-RGE 19-W3M S3,N4-SE4 PNG to top 2WSPK	ABBEY RESOURCES CORP. - 100	CSS: 100% of production, Non-Convertible: TIK, Crown Sliding-Scale Payors: ABBEY RESOUR 100% Payees: SKECON 100%  GOR: 50% of production, Non-Convertible: Not TIK, Oil: 2%, Gas: (2%, Min \$0.00) Payors: ABBEYR 100% Payees: GRAVITYONE 12.5%, MANLEYBILL 10%, PARKSLARRY 50%, QUINNERRY 12.5%, WESEMANNHEIDI 2.5%, WILSONJAMESK 12.5%	C0013 - 1 PURCH/SALE C0014 - 1 ROYALTY
M01508 (1)	PN58958	Tract 1 TWP 22-RGE 19-W3M SE15 PNG to top 2WSPK	ABBEY RESOURCES CORP. - 100	CSS: 100% of production, Non-Convertible: TIK, Crown Sliding-Scale Payors: ABBEY RESOUR 100% Payees: SKECON 100%  GOR: 50% of production, Non-Convertible: Not TIK, Oil: 2%, Gas: (2%, Min \$0.00) Payors: ABBEYR 100% Payees: GRAVITYONE 12.5%, MANLEYBILL 10%, PARKSLARRY 50%, QUINNERRY 12.5%, WESEMANNHEIDI 2.5%, WILSONJAMESK 12.5%	C0013 - 1 PURCH/SALE C0014 - 1 ROYALTY
M01501 (1)	PN57265	Tract 1 TWP 22-RGE 19-W3M SE29 PNG to top 2WSPK	ABBEY RESOURCES CORP. - 100	CSS: 100% of production, Non-Convertible: TIK, Crown Sliding-Scale Payors: ABBEY RESOUR 100% Payees: SKECON 100%  GOR: 50% of production, Non-Convertible: Not TIK, Oil: 2%, Gas: (2%, Min \$0.00) Payors: ABBEYR 100% Payees: GRAVITYONE 12.5%, MANLEYBILL 10%, PARKSLARRY 50%, QUINNERRY 12.5%, WESEMANNHEIDI 2.5%, WILSONJAMESK 12.5%	C0013 - 1 PURCH/SALE C0014 - 1 ROYALTY
M025703 (1)	PN54902	Tract 1 TWP 22-RGE 19-W3M SE35 PNG from top SURFACE to top 2WSPK	ABBEY RESOURCES CORP. - 100	CSS: 100% of production, Non-Convertible: TIK, Crown Sliding-Scale Payors: ABBEY RESOUR 100% Payees: SKECON 100%  GOR: 100% of production, Non-Convertible: Not TIK, Custom Payors: ABBEYR 100% Payees: LAWINVESTMENTS L.P. 10%, QUANTICO CAPITAL 10%, URSATAUR CAPITAL 10%, WESTHILLS DEVELOPMENT 10%, WILMINGTON CAPITAL 60%  NONCONGOR: 100% of production, Non-Convertible: TIK, 10% of all products Payors: ABBEY RESOUR 100% Payees: PRAIRIESKY R 100%	C0012 - 1 PURCH/SALE C0015 - 1 ROYALTY C016224 - 1 ORR C016224 - 1 ORR
M01533 (1)	PN62153	Tract 1 TWP 22-RGE 19-W3M SW18 PNG to top 2WSPK	ABBEY RESOURCES CORP. - 100	CSS: 100% of production, Non-Convertible: TIK, Crown Sliding-Scale Payors: ABBEY RESOUR 100% Payees: SKECON 100%  GOR: 50% of production, Non-Convertible: Not TIK, Oil: 2%, Gas: (2%, Min \$0.00) Payors: ABBEYR 100% Payees: GRAVITYONE 12.5%, MANLEYBILL 10%, PARKSLARRY 50%, QUINNERRY 12.5%, WESEMANNHEIDI 2.5%, WILSONJAMESK 12.5%	C0013 - 1 PURCH/SALE C0014 - 1 ROYALTY
M01507 (1)	PN58571	Tract 1 TWP 22-RGE 19-W3M SW30 PNG to top 2WSPK	ABBEY RESOURCES CORP. - 100	CSS: 100% of production, Non-Convertible: TIK, Crown Sliding-Scale Payors: ABBEY RESOUR 100% Payees: SKECON 100%  GOR: 50% of production, Non-Convertible: Not TIK, Oil: 2%, Gas: (2%, Min \$0.00) Payors: ABBEYR 100% Payees: GRAVITYONE 12.5%, MANLEYBILL 10%, PARKSLARRY 50%, QUINNERRY 12.5%, WESEMANNHEIDI 2.5%, WILSONJAMESK 12.5%	C0013 - 1 PURCH/SALE C0014 - 1 ROYALTY

M01523 (1)	PN90172	Tract 1 TWP 22-RGE 19-W3M W7 TWP 22-RGE 20-W3M SE12 PNG to top 2WSPK	ABBEY RESOURCES CORP. - 100	CSS: 100% of production. Non-Convertible. TIK, Crown Sliding Scale Payors: ABBEY RESOUR 100% Payees: SKECON 100%  GOR: 50% of production. Non-Convertible. Not TIK. Oil: 2%, Gas: (2%, Min \$0.00) Payors: ABBEYR 100% Payees: GRAVITYONE 12.5%, MANLEYBILL 10%, PARKSLARRY 50%, QUINNNGERRY 12.5%, WESEMANNHEIDI 2.5%, WILSONJAMESK 12.5%	C0013 - 1 PURCH/SALE C0014 - 1 ROYALTY
M01535 (1)	PN92155	Tract 1 TWP 22-RGE 20-W3M NW10 SE10 PNG to top 2WSPK	ABBEY RESOURCES CORP. - 100	CSS: 100% of production. Non-Convertible. TIK, Crown Sliding Scale Payors: ABBEY RESOUR 100% Payees: SKECON 100%  GOR: 50% of production. Non-Convertible. Not TIK. Oil: 2%, Gas: (2%, Min \$0.00) Payors: ABBEYR 100% Payees: GRAVITYONE 12.5%, MANLEYBILL 10%, PARKSLARRY 50%, QUINNNGERRY 12.5%, WESEMANNHEIDI 2.5%, WILSONJAMESK 12.5%	C0013 - 1 PURCH/SALE C0014 - 1 ROYALTY
M01524 (1)	PN90175	Tract 1 TWP 22-RGE 20-W3M SE11, SW12 PNG to top 2WSPK	ABBEY RESOURCES CORP. - 100	CSS: 100% of production. Non-Convertible. TIK, Crown Sliding Scale Payors: ABBEY RESOUR 100% Payees: SKECON 100%  GOR: 50% of production. Non-Convertible. Not TIK. Oil: 2%, Gas: (2%, Min \$0.00) Payors: ABBEYR 100% Payees: GRAVITYONE 12.5%, MANLEYBILL 10%, PARKSLARRY 50%, QUINNNGERRY 12.5%, WESEMANNHEIDI 2.5%, WILSONJAMESK 12.5%	C0013 - 1 PURCH/SALE C0014 - 1 ROYALTY
M01536 (1)	PN92167	Tract 1 TWP 22-RGE 20-W3M SW10 PNG to top 2WSPK	ABBEY RESOURCES CORP. - 100	CSS: 100% of production. Non-Convertible. TIK, Crown Sliding Scale Payors: ABBEY RESOUR 100% Payees: SKECON 100%  GOR: 50% of production. Non-Convertible. Not TIK. Oil: 2%, Gas: (2%, Min \$0.00) Payors: ABBEYR 100% Payees: GRAVITYONE 12.5%, MANLEYBILL 10%, PARKSLARRY 50%, QUINNNGERRY 12.5%, WESEMANNHEIDI 2.5%, WILSONJAMESK 12.5%	C0013 - 1 PURCH/SALE C0014 - 1 ROYALTY
M01503 (1)	PN97267	Tract 1 TWP 22-RGE 20-W3M W11 PNG to top 2WSPK	ABBEY RESOURCES CORP. - 100	CSS: 100% of production. Non-Convertible. TIK, Crown Sliding Scale Payors: ABBEY RESOUR 100% Payees: SKECON 100%  GOR: 50% of production. Non-Convertible. Not TIK. Oil: 2%, Gas: (2%, Min \$0.00) Payors: ABBEYR 100% Payees: GRAVITYONE 12.5%, MANLEYBILL 10%, PARKSLARRY 50%, QUINNNGERRY 12.5%, WESEMANNHEIDI 2.5%, WILSONJAMESK 12.5%	C0013 - 1 PURCH/SALE C0014 - 1 ROYALTY

**SCHEDULE "B"**

---

### You First Schedule B - Abbey area facility

Surface Location	Facility Site ID or Bottom Location	Licence #	Area Name
16-29-021-19W3	SK FS 00005936	5917	Abbey

<b>Schedule B - Abbey area wells:</b>			
<i>UWI</i>	<i>Surface Hole Location</i>	<i>Well Name</i>	<i>License Number</i>
141/05-33-021-19W3/00	141053302119W300	GRIZZLY ABBEY 5-33-21-19	006A252
142/05-33-021-19W3/00	142053302119W300	GRIZZLY ABBEY 5A-33-21-19	006L308
141/08-33-021-19W3/00	141083302119W300	GRIZZLY ABBEY 8-33-21-19	006A270
141/14-33-021-19W3/00	141143302119W300	GRIZZLY ABBEY 14-33-21-19	006A269
141/16-33-021-19W3/00	141163302119W300	GRIZZLY ABBEY 16-33-21-19	006A253
141/06-36-021-19W3/00	141063602119W300	GRIZZLY ABBEY 6-36-21-19	006B024
131/08-36-021-19W3/00	131083602119W300	GRIZZLY ABBEY 8-36-21-19	006B025
141/14-36-021-19W3/00	141143602119W300	GRIZZLY ABBEY 14-36-21-19	006B023
141/16-36-021-19W3/00	141163602119W300	GRIZZLY ABBEY 16-36-21-19	006A271
121/06-05-022-18W3/00	121060502218W300	GRIZZLY ABBEY EAST 6-5-22-18	007B213
111/13-05-022-18W3/00	111130502218W300	GRIZZLY ABBEY EAST 13-5-22-18	007B212
141/06-03-022-19W3/00	141060302219W300	GRIZZLY ABBEY 6-3-22-19	007B181
111/08-03-022-19W3/00	111080302219W300	GRIZZLY ABBEY 8-3-22-19	007B180
131/09-03-022-19W3/00	131090302219W300	GRIZZLY ABBEY E 9-3-22-19	006A262
191/14-03-022-19W3/00	100150302219W300	GRIZZLY ABBEY DD 2B15-3-4D14-3-22-19	007B076
141/08-04-022-19W3/00	141080402219W300	GRIZZLY ABBEY 8-4-22-19	007B194
141/11-04-022-19W3/00	141110402219W300	GRIZZLY ABBEY 11-4-22-19	007B193
141/16-04-022-19W3/00	141160402219W300	GRIZZLY ABBEY 16-4-22-19	007B210
111/06-06-022-19W3/00	111060602219W300	GRIZZLY ABBEY 6-6-22-19	008L088
141/14-06-022-19W3/00	141140602219W300	GRIZZLY ABBEY 14-6-22-19	008K038
101/06-07-022-19W3/00	101060702219W300	GRIZZLY ABBEY 6-7-22-19	007L164
191/14-07-022-19W3/00	100150702219W300	GRIZZLY ABBEY DD 4C15-7-4D14-7-22-19	007L182
191/16-07-022-19W3/00	100150702219W300	GRIZZLY ABBEY DD 8C15-7-3C16-7-22-19	008A107
191/06-08-022-19W3/00	100030802219W300	GRIZZLY ABBEY DD 1C3-8-1C6-8-22-19	008K109
191/14-08-022-19W3/00	100061702219W300	GRIZZLY ABBEY DD 1B6-17-1C14-8-22-19	008A011

191/16-09-022-19W3/00	100041502219W300	GRIZZLY ABBEY DD 4B4-15-4D16-9-22-19	007L165
191/04-10-022-19W3/00	100160402219W300	GRIZZLY ABBEY E DD 6D16-4-2B4-10-22-19	008A350
191/08-10-022-19W3/00	100121102219W300	GRIZZLY ABBEY EAST DD 4A12-11-3D8-10-22-19	008A005
191/14-10-022-19W3/00	100021502219W300	GRIZZLY ABBEY E DD 1B2-15-4D14-10-22-19	008A044
191/16-10-022-19W3/00	100011502219W300	GRIZZLY ABBEY EAST DD 4A1-15-3D16-10-22-19	007L184
121/06-15-022-19W3/00	121061502219W300	GRIZZLY ABBEY 6-15-22-19	007L207
141/08-15-022-19W3/00	141081502219W300	GRIZZLY ABBEY 8-15-22-19	006L261
191/14-15-022-19W3/00	100111502219W300	GRIZZLY ABBEY EAST DD 3B11-15-1B14-15-22-19	007C049
141/16-15-022-19W3/00	141161502219W300	GRIZZLY ABBEY DD 4C16-15-3D16-15-22-19	007C055
141/08-16-022-19W3/00	141081602219W300	GRIZZLY ABBEY EAST 8-16-22-19	007L185
141/16-16-022-19W3/00	141161602219W300	GRIZZLY ABBEY 16-16-22-19	007L163
191/06-18-022-19W3/00	100101802219W300	GRIZZLY ABBEY DD 1C10-18-2D6-18-22-19	008K300
141/08-18-022-19W3/00	141081802219W300	GRIZZLY ABBEY 8-18-22-19	009A112
191/14-18-022-19W3/00	100151802219W300	GRIZZLY ABBEY DD 2C15-18-1D14-18-22-19	008K301
141/16-18-022-19W3/00	141161802219W300	GRIZZLY ABBEY 16-18-22-19	009A113
111/06-20-022-19W3/00	111062002219W300	GRIZZLY ABBEY 6-20-22-19	006L064
141/08-20-022-19W3/00	141082002219W300	GRIZZLY ABBEY 8-20-22-19	006L008
141/14-20-022-19W3/00	141142002219W300	GRIZZLY ABBEY 14-20-22-19	006L336
131/16-20-022-19W3/00	131162002219W300	GRIZZLY ABBEY 16-20-22-19	007A221
141/06-21-022-19W3/00	141062102219W300	GRIZZLY ABBEY E 6-21-22-19	006L010
141/12-21-022-19W3/00	141122102219W300	GRIZZLY ABBEY DD 4B12-21-2D12-21-22-19	008A137
111/06-23-022-19W3/00	111062302219W300	GRIZZLY ABBEY EAST 6-23-22-19	007B189
141/08-23-022-19W3/00	141082302219W300	GRIZZLY ABBEY EAST 8-23-22-19	007B190
141/14-23-022-19W3/00	141142302219W300	GRIZZLY ABBEY EAST 14-23-22-19	007B188
111/16-23-022-19W3/00	111162302219W300	GRIZZLY ABBEY EAST 16-23-22-19	007B187
141/06-24-022-19W3/00	141062402219W300	GRIZZLY ABBEY EAST 6-24-22-19	007B186
141/08-24-022-19W3/00	141082402219W300	GRIZZLY ABBEY EAST 8-24-22-19	007B211
131/14-24-022-19W3/00	131142402219W300	GRIZZLY ABBEY EAST 14-24-22-19	007C048
111/16-24-022-19W3/00	111162402219W300	GRIZZLY ABBEY 16-24-22-19	007B170

121/06-25-022-19W3/00	121062502219W300	GRIZZLY ABBEY E 6-25-22-19	006L092
191/08-25-022-19W3/00	100053002218W300	GRIZZLY ABBEY DD 3B5-30-2D8-25-22-19	006L337
131/14-25-022-19W3/00	131142502219W300	GRIZZLY ABBEY N 14-25-22-19	006L091
141/06-26-022-19W3/00	141062602219W300	GRIZZLY ABBEY 6-26-22-19	007B168
131/08-26-022-19W3/00	131082602219W300	GRIZZLY ABBEY 8-26-22-19	007B169
141/14-26-022-19W3/00	141142602219W300	GRIZZLY ABBEY E 14-26-22-19	006L009
141/16-26-022-19W3/00	141162602219W300	GRIZZLY ABBEY E 16-26-22-19	006L013
141/06-29-022-19W3/00	141062902219W300	GRIZZLY ABBEY 6-29-22-19	006L260
141/08-29-022-19W3/00	141082902219W300	GRIZZLY ABBEY 8-29-22-19	006L249
141/14-29-022-19W3/00	141142902219W300	GRIZZLY ABBEY 14-29-22-19	009A111
141/16-29-022-19W3/00	141162902219W300	GRIZZLY ABBEY 16-29-22-19	008K163
141/03-30-022-19W3/00	141033002219W300	GRIZZLY ABBEY N 3-30-22-19	006L090
141/08-30-022-19W3/00	141083002219W300	GRIZZLY ABBEY N 8-30-22-19	006L012
141/14-30-022-19W3/00	141143002219W300	GRIZZLY ABBEY 14-30-22-19	007B171
142/14-30-022-19W3/00	142143002219W300	GRIZZLY ABBEY 14A-30-22-19	008A335
131/16-30-022-19W3/00	131163002219W300	GRIZZLY ABBEY N 16-30-22-19	006L011
101/06-31-022-19W3/00	101063102219W300	GRIZZLY ABBEY 6-31-22-19	008K044
141/08-31-022-19W3/00	141083102219W300	GRIZZLY ABBEY 8-31-22-19	009A114
101/13-31-022-19W3/00	101133102219W300	GRIZZLY ABBEY 13-31-22-19	008L219
141/16-31-022-19W3/00	141163102219W300	GRIZZLY ABBEY 16-31-22-19	008K297
191/01-32-022-19W3/00	100083202219W300	GRIZZLY ABBEY DD 3A8-32-3C1-32-22-19	008L201
141/06-32-022-19W3/00	141063202219W300	GRIZZLY ABBEY 6-32-22-19	009A115
121/14-32-022-19W3/00	121143202219W300	GRIZZLY ABBEY DD 2D14-32-2B14-32-22-19	008L220
131/16-32-022-19W3/00	131163202219W300	GRIZZLY ABBEY 16-32-22-19	008L089
131/06-01-022-20W3/00	131060102220W300	GRIZZLY ABBEY 6-1-22-20	008L087
141/08-01-022-20W3/00	141080102220W300	GRIZZLY ABBEY 8-1-22-20	008K295
111/14-01-022-20W3/00	111140102220W300	GRIZZLY ABBEY 14-1-22-20	008L086
141/16-01-022-20W3/00	141160102220W300	GRIZZLY ABBEY 16-1-22-20	008K296
141/06-10-022-20W3/00	141061002220W300	GRIZZLY ABBEY N 6-10-22-20	009A102

141/08-10-022-20W3/00	141081002220W300	GRIZZLY ABBEY N 8-10-22-20	008K293
141/14-10-022-20W3/00	141141002220W300	GRIZZLY ABBEY N 14-10-22-20	008K299
141/16-10-022-20W3/00	141161002220W300	GRIZZLY ABBEY N 16-10-22-20	008K042
111/06-11-022-20W3/00	111061102220W300	GRIZZLY ABBEY 6-11-22-20	007B153
141/08-11-022-20W3/00	141081102220W300	GRIZZLY ABBEY N 8-11-22-20	008A010
141/14-11-022-20W3/00	141141102220W300	GRIZZLY ABBEY 14-11-22-20	008K333
191/16-11-022-20W3/00	100011402220W300	GRIZZLY ABBEY N DD 1D1-14-4D16-11-22-20	008A356
101/06-12-022-20W3/00	101061202220W300	GRIZZLY ABBEY DD 4B6-12-3A6-12-22-20	008B030
141/08-12-022-20W3/00	141081202220W300	GRIZZLY ABBEY 8-12-22-20	007L183
191/09-12-022-20W3/00	100081202220W300	GRIZZLY ABBEY N DD 6D8-12-2D9-12-22-20	008A098
111/13-12-022-20W3/00	111131202220W300	GRIZZLY ABBEY N 13-12-22-20	008A106
191/05-13-022-20W3/00	100081402220W300	GRIZZLY ABBEY N DD 5A8-14-4A5-13-22-20	008A336
191/08-13-022-20W3/00	100161302220W300	GRIZZLY ABBEY DD 5A16-13-1D8-13-22-20	008L093
191/12-13-022-20W3/00	100081402220W300	GRIZZLY ABBEY N DD 2A8-14-2B12-13-22-20	008A337
112/16-13-022-20W3/00	112161302220W300	GRIZZLY ABBEY 16-13-22-20	008L092
191/06-14-022-20W3/00	100051402220W300	GRIZZLY ABBEY DD 3D5-14-3D6-14-22-20	008K052
111/08-14-022-20W3/00	111081402220W300	GRIZZLY ABBEY N 8-14-22-20	008A108
121/14-14-022-20W3/00	121141402220W300	GRIZZLY ABBEY 14-14-22-20	008L090
191/15-14-022-20W3/00	100141402220W300	GRIZZLY ABBEY DD 8B14-14-3B15-14-22-20	008L091

**You First Schedule B - Abbey Area pipelines**

**Abbey area pipeline license PL-00000666:**

Segment(s):										
Seg. #	Segment ID	Retro Flag	Construction Date	Override Length (km)	From LSD	To LSD	From Infrastructure	To Infrastructure	Seg. Status	Approved MOP (kPa)
1	SK PS 00109734	Yes		0.600	16-32-022-19W3	14-32-022-19W3	Well	Pipeline Segment Connection Below Ground	Operating	1102.00
2	SK PS 00109735	Yes		0.700	14-32-022-19W3	06-32-022-19W3	Well	Pipeline Segment Connection Below Ground	Operating	1102.00
3	SK PS 00109736	Yes		0.600	16-29-022-19W3	08-32-022-19W3	Well	Pipeline Segment Connection Below Ground	Operating	1102.00
4	SK PS 00109737	Yes		0.800	08-32-022-19W3	06-32-022-19W3	Well	Pipeline Segment Connection Below Ground	Operating	1102.00
5	SK PS 00109738	Yes		0.900	06-32-022-19W3	14-29-022-19W3	Pipeline Segment Connection Below Ground	Pipeline Segment Connection Below Ground	Operating	1102.00
6	SK PS 00109739	Yes		1.000	14-29-022-19W3	06-29-022-19W3	Well	Pipeline Segment Connection Below Ground	Operating	1102.00
7	SK PS 00109740	Yes		0.900	08-29-022-19W3	06-29-022-19W3	Well	Pipeline Segment Connection Below Ground	Operating	1102.00
8	SK PS 00109741	Yes		1.100	06-29-022-19W3	14-20-022-19W3	Pipeline Segment Connection Below Ground	Pipeline Segment Connection Below Ground	Operating	1102.00
9	SK PS 00109742	Yes		0.900	13-31-022-19W3	06-31-022-19W3	Well	Pipeline Segment Connection Below Ground	Operating	1102.00
10	SK PS 00109743	Yes		1.000	06-31-022-19W3	08-31-022-19W3	Well	Pipeline Segment Connection Below Ground	Operating	1102.00
11	SK PS 00109744	Yes		0.800	16-31-022-19W3	08-31-022-19W3	Well	Pipeline Segment Connection Below Ground	Operating	1102.00
12	SK PS 00109745	Yes		0.900	08-31-022-19W3	16-30-022-19W3	Well	Pipeline Segment Connection Below Ground	Operating	1102.00
13	SK PS 00109746	Yes		0.700	14-30-022-19W3	16-30-022-19W3	Well	Pipeline Segment Connection Below Ground	Operating	1102.00
14	SK PS 00109747	Yes		1.000	16-30-022-19W3	08-30-022-19W3	Well	Pipeline Segment Connection Below Ground	Operating	1102.00
15	SK PS 00109748	Yes		0.900	03-30-022-19W3	08-30-022-19W3	Well	Pipeline Segment Connection Below Ground	Operating	1102.00
16	SK PS 00109749	Yes		1.200	08-30-022-19W3	14-20-022-19W3	Well	Pipeline Segment Connection Below Ground	Operating	1102.00
17	SK PS 00109750	Yes		0.800	16-20-022-19W3	14-20-022-19W3	Well	Pipeline Segment Connection Below Ground	Operating	1102.00

18	SK PS 00109751	Yes		1.200	06-20-022-19W3	14-20-022-19W3	Pipeline Segment Connection Below Ground	Pipeline Segment Connection Below Ground	Operating	1102.00
19	SK PS 00109752	Yes		0.100	14-20-022-19W3	14-20-022-19W3	Well	Pipeline Segment Connection Below Ground	Operating	1102.00
20	SK PS 00109753	Yes		0.400	12-21-022-19W3	09-20-022-19W3	Well	Pipeline Segment Connection Below Ground	Operating	1102.00
21	SK PS 00109754	Yes		0.500	06-21-022-19W3	05-21-022-19W3	Well	Pipeline Segment Connection Below Ground	Operating	1102.00
22	SK PS 00109755	Yes		1.400	14-20-022-19W3	08-20-022-19W3	Pipeline Segment Connection Below Ground	Pipeline Segment Connection Below Ground	Operating	1102.00
23	SK PS 00109756	Yes		2.000	08-20-022-19W3	16-18-022-19W3	Well	Pipeline Segment Connection Below Ground	Operating	1102.00
24	SK PS 00109757	Yes		0.800	16-16-022-19W3	11-15-022-19W3	Well	Pipeline Segment Connection Below Ground	Operating	1102.00
25	SK PS 00109758	Yes		1.100	06-20-022-19W3	16-18-022-19W3	Well	Pipeline Segment Connection Below Ground	Operating	1102.00
26	SK PS 00109759	Yes		0.900	16-18-022-19W3	14-18-022-19W3	Well	Pipeline Segment Connection Below Ground	Operating	1102.00
27	SK PS 00109760	Yes		1.200	16-13-022-20W3	14-18-022-19W3	Well	Pipeline Segment Connection Below Ground	Operating	1102.00
28	SK PS 00109761	Yes		0.500	14-18-022-19W3	10-18-022-19W3	Pipeline Segment Connection Below Ground	Pipeline Segment Connection Below Ground	Operating	1102.00
29	SK PS 00109762	Yes		0.700	10-18-022-19W3	08-18-022-19W3	Well	Pipeline Segment Connection Below Ground	Operating	1102.00
30	SK PS 00109763	Yes		0.800	06-17-022-19W3	08-18-022-19W3	Well	Pipeline Segment Connection Below Ground	Operating	1102.00
31	SK PS 00109764	Yes		1.000	08-18-022-19W3	15-07-022-19W3	Well	Pipeline Segment Connection Below Ground	Operating	1102.00
32	SK PS 00109765	Yes		1.200	15-07-022-19W3	06-07-022-19W3	Well	Pipeline Segment Connection Below Ground	Operating	1102.00
33	SK PS 00109766	Yes		0.900	06-07-022-19W3	16-01-022-20W3	Well	Pipeline Segment Connection Below Ground	Operating	1102.00
34	SK PS 00109767	Yes		0.800	08-12-022-20W3	16-01-022-20W3	Well	Pipeline Segment Connection Below Ground	Operating	1102.00
35	SK PS 00109768	Yes		0.800	14-06-022-19W3	16-01-022-20W3	Well	Pipeline Segment Connection Below Ground	Operating	1102.00
36	SK PS 00109769	Yes		0.900	16-01-022-20W3	08-01-022-20W3	Well	Pipeline Segment Connection Below Ground	Operating	1102.00
37	SK PS 00109770	Yes		1.100	14-14-022-20W3	05-14-022-20W3	Well	Pipeline Segment Connection Below Ground	Operating	1102.00

38	SK PS 00109771	Yes	1.600	05-14-022-20W3	16-10-022-20W3	Well	Pipeline Segment Connection Below Ground	Operating	1102.00
39	SK PS 00109772	Yes	0.800	16-10-022-20W3	08-10-022-20W3	Well	Pipeline Segment Connection Below Ground	Operating	1102.00
40	SK PS 00109773	Yes	0.800	14-10-022-20W3	06-10-022-20W3	Well	Pipeline Segment Connection Below Ground	Operating	1102.00
41	SK PS 00109774	Yes	0.900	06-10-022-20W3	08-10-022-20W3	Well	Pipeline Segment Connection Below Ground	Operating	1102.00
42	SK PS 00109775	Yes	1.200	14-11-022-20W3	08-10-022-20W3	Well	Pipeline Segment Connection Below Ground	Operating	1102.00
43	SK PS 00109776	Yes	0.800	08-10-022-20W3	06-11-022-20W3	Well	Pipeline Segment Connection Below Ground	Operating	1102.00
44	SK PS 00109777	Yes	0.900	06-11-022-20W3	08-11-022-20W3	Well	Pipeline Segment Connection Below Ground	Operating	1102.00
45	SK PS 00109778	Yes	0.300	08-11-022-20W3	05-12-022-20W3	Well	Pipeline Segment Connection Below Ground	Operating	1102.00
46	SK PS 00109779	Yes	0.400	08-14-022-20W3	01-14-022-20W3	Well	Pipeline Segment Connection Below Ground	Operating	1102.00
47	SK PS 00109780	Yes	0.800	01-14-022-20W3	13-12-022-20W3	Well	Pipeline Segment Connection Below Ground	Operating	1102.00
48	SK PS 00109781	Yes	0.900	13-12-022-20W3	05-12-022-20W3	Well	Pipeline Segment Connection Below Ground	Operating	1102.00
49	SK PS 00109782	Yes	0.500	06-12-022-20W3	05-12-022-20W3	Well	Pipeline Segment Connection Below Ground	Operating	1102.00
50	SK PS 00109783	Yes	1.000	05-12-022-20W3	14-01-022-20W3	Pipeline Segment Connection Below Ground	Pipeline Segment Connection Below Ground	Operating	1102.00
51	SK PS 00109784	Yes	1.100	14-01-022-20W3	08-01-022-20W3	Well	Pipeline Segment Connection Below Ground	Operating	1102.00
52	SK PS 00109785	Yes	1.000	06-01-022-20W3	14-01-022-20W3	Well	Pipeline Segment Connection Below Ground	Operating	1102.00
53	SK PS 00109786	Yes	0.900	08-01-022-20W3	06-06-022-19W3	Well	Pipeline Segment Connection Below Ground	Operating	1102.00
54	SK PS 00109787	Yes	0.900	08-01-022-20W3	06-06-022-19W3	Well	Pipeline Segment Connection Below Ground	Operating	1102.00
55	SK PS 00109788	Yes	2.100	03-08-022-19W3	06-06-022-19W3	Well	Pipeline Segment Connection Below Ground	Operating	1102.00
56	SK PS 00109789	Yes	3.500	06-06-022-19W3	16-29-021-19W3	Well	Multi Well Battery	Operating	1102.00
57	SK PS 00109790	Yes	3.500	06-06-022-19W3	16-29-021-19W3	Well	Multi Well Battery	Operating	1102.00
58	SK PS 00109791	Yes	0.800	14-25-022-19W3	16-26-022-19W3	Well	Pipeline Segment Connection Below Ground	Operating	1102.00

59	SK PS 00109792	Yes		0.800	16-26-022-19W3	14-26-022-19W3	Well	Pipeline Segment Connection Below Ground	Operating	1102.00
60	SK PS 00109793	Yes		0.900	14-26-022-19W3	06-26-022-19W3	Well	Pipeline Segment Connection Below Ground	Operating	1102.00
61	SK PS 00109794	Yes		0.900	06-25-022-19W3	08-26-022-19W3	Well	Pipeline Segment Connection Below Ground	Operating	1102.00
62	SK PS 00109795	Yes		0.800	08-26-022-19W3	06-26-022-19W3	Well	Pipeline Segment Connection Below Ground	Operating	1102.00
63	SK PS 00109796	Yes		0.800	06-26-022-19W3	14-23-022-19W3	Well	Pipeline Segment Connection Below Ground	Operating	1102.00
64	SK PS 00109797	Yes		0.800	06-26-022-19W3	14-23-022-19W3	Well	Pipeline Segment Connection Below Ground	Operating	1102.00
65	SK PS 00109798	Yes		1.000	05-30-022-18W3	16-24-022-19W3	Well	Pipeline Segment Connection Below Ground	Operating	1102.00
66	SK PS 00109799	Yes		1.100	16-24-022-19W3	14-24-022-19W3	Well	Pipeline Segment Connection Below Ground	Operating	1102.00
67	SK PS 00109800	Yes		0.800	14-24-022-19W3	16-23-022-19W3	Well	Pipeline Segment Connection Below Ground	Operating	1102.00
68	SK PS 00109801	Yes		0.700	16-23-022-19W3	14-23-022-19W3	Well	Pipeline Segment Connection Below Ground	Operating	1102.00
69	SK PS 00109802	Yes		0.900	14-23-022-19W3	06-23-022-19W3	Well	Pipeline Segment Connection Below Ground	Operating	1102.00
70	SK PS 00109803	Yes		0.900	14-23-022-19W3	06-23-022-19W3	Well	Pipeline Segment Connection Below Ground	Operating	1102.00
71	SK PS 00109804	Yes		0.900	08-24-022-19W3	06-24-022-19W3	Well	Pipeline Segment Connection Below Ground	Operating	1102.00
72	SK PS 00109805	Yes		1.000	06-24-022-19W3	08-23-022-19W3	Well	Pipeline Segment Connection Below Ground	Operating	1102.00
73	SK PS 00109806	Yes		0.700	08-23-022-19W3	06-23-022-19W3	Well	Pipeline Segment Connection Below Ground	Operating	1102.00
74	SK PS 00109807	Yes		1.400	06-23-022-19W3	16-15-022-19W3	Well	Pipeline Segment Connection Below Ground	Operating	1102.00
75	SK PS 00109808	Yes		1.400	06-23-022-19W3	16-15-022-19W3	Well	Pipeline Segment Connection Below Ground	Operating	1102.00
76	SK PS 00109809	Yes		1.300	16-15-022-19W3	11-15-022-19W3	Well	Pipeline Segment Connection Below Ground	Operating	1102.00
77	SK PS 00109810	Yes		1.300	16-15-022-19W3	11-15-022-19W3	Well	Pipeline Segment Connection Below Ground	Operating	1102.00
78	SK PS 00109811	Yes		0.700	01-15-022-19W3	08-15-022-19W3	Well	Pipeline Segment Connection Below Ground	Operating	1102.00

79	SK PS 00109812	Yes		1.200	08-15-022-19W3	11-15-022-19W3	Well	Pipeline Segment Connection Below Ground	Operating	1102.00
80	SK PS 00109813	Yes		0.600	11-15-022-19W3	06-15-022-19W3	Well	Pipeline Segment Connection Below Ground	Operating	1102.00
81	SK PS 00109814	Yes		0.600	11-15-022-19W3	06-15-022-19W3	Well	Pipeline Segment Connection Below Ground	Operating	1102.00
82	SK PS 00109815	Yes		0.700	08-18-022-19W3	08-15-022-19W3	Well	Pipeline Segment Connection Below Ground	Operating	1102.00
83	SK PS 00109816	Yes		0.400	04-15-022-19W3	06-15-022-19W3	Well	Pipeline Segment Connection Below Ground	Operating	1102.00
84	SK PS 00109817	Yes		0.100	06-15-022-19W3	06-15-022-19W3	Well	Pipeline Segment Connection Below Ground	Operating	1102.00
85	SK PS 00109818	Yes		0.700	06-15-022-19W3	02-15-022-19W3	Pipeline Segment Connection Below Ground	Pipeline Segment Connection Below Ground	Operating	1102.00
86	SK PS 00109819	Yes		0.700	06-15-022-19W3	02-15-022-19W3	Pipeline Segment Connection Below Ground	Pipeline Segment Connection Below Ground	Operating	1102.00
87	SK PS 00109820	Yes		0.100	02-15-022-19W3	02-15-022-19W3	Well	Pipeline Segment Connection Below Ground	Operating	1102.00
88	SK PS 00109821	Yes		1.100	02-15-022-19W3	12-11-022-19W3	Pipeline Segment Connection Below Ground	Pipeline Segment Connection Below Ground	Operating	1102.00
89	SK PS 00109822	Yes		1.100	02-15-022-19W3	12-11-022-19W3	Pipeline Segment Connection Below Ground	Pipeline Segment Connection Below Ground	Operating	1102.00
90	SK PS 00109823	Yes		0.300	12-11-022-19W3	12-11-022-19W3	Well	Pipeline Segment Connection Below Ground	Operating	1102.00
91	SK PS 00109824	Yes		4.400	12-11-022-19W3	08-03-022-19W3	Pipeline Segment Connection Below Ground	Pipeline Segment Connection Below Ground	Operating	1102.00
92	SK PS 00109825	Yes		4.400	12-11-022-19W3	08-03-022-19W3	Pipeline Segment Connection Below Ground	Pipeline Segment Connection Below Ground	Operating	1102.00
93	SK PS 00109826	Yes		847.000	13-05-022-18W3	06-05-022-19W3	Well	Pipeline Segment Connection Below Ground	Operating	1102.00
94	SK PS 00109827	Yes		2.500	06-05-022-18W3	16-36-021-19W3	Well	Pipeline Segment Connection Below Ground	Operating	1102.00
95	SK PS 00109828	Yes		0.800	08-36-021-19W3	16-36-021-19W3	Well	Pipeline Segment Connection Below Ground	Operating	1102.00
96	SK PS 00109829	Yes		0.800	16-36-021-19W3	14-36-021-19W3	Pipeline Segment Connection Below Ground	Pipeline Segment Connection Below Ground	Operating	1102.00
97	SK PS 00109830	Yes		1.000	06-36-021-19W3	14-36-021-19W3	Well	Pipeline Segment Connection Below Ground	Operating	1102.00
98	SK PS 00109831	Yes		3.100	14-36-021-19W3	08-03-022-19W3	Well	Pipeline Segment Connection Below Ground	Operating	1102.00

99	SK PS 00109832	Yes		0.800	08-03-022-19W3	06-03-022-19W3	Well	Pipeline Segment Connection Below Ground	Operating	1102.00
100	SK PS 00109833	Yes		0.800	08-03-022-19W3	06-03-022-19W3	Well	Pipeline Segment Connection Below Ground	Operating	1102.00
101	SK PS 00109834	Yes		0.800	09-03-022-19W3	06-03-022-19W3	Well	Pipeline Segment Connection Below Ground	Operating	1102.00
102	SK PS 00109835	Yes		0.600	15-03-022-19W3	06-03-022-19W3	Well	Pipeline Segment Connection Below Ground	Operating	1102.00
103	SK PS 00109836	Yes		0.800	08-03-022-19W3	08-04-022-19W3	Well	Pipeline Segment Connection Below Ground	Operating	1102.00
104	SK PS 00109837	Yes		1.900	08-04-022-19W3	14-33-021-19W3	Well	Pipeline Segment Connection Below Ground	Operating	1102.00
105	SK PS 00109838	Yes		0.800	16-33-021-19W3	08-04-022-19W3	Well	Pipeline Segment Connection Below Ground	Operating	1102.00
106	SK PS 00109839	Yes		0.900	16-04-022-19W3	08-04-022-19W3	Well	Pipeline Segment Connection Below Ground	Operating	1102.00
107	SK PS 00109840	Yes		0.200	11-04-022-19W3	11-04-022-19W3	Well	Pipeline Segment Connection Below Ground	Operating	1102.00
108	SK PS 00109841	Yes		1.000	11-04-022-19W3	14-33-021-19W3	Pipeline Segment Connection Below Ground	Pipeline Segment Connection Below Ground	Operating	1102.00
109	SK PS 00109842	Yes		1.000	11-04-022-19W3	14-33-021-19W3	Pipeline Segment Connection Below Ground	Pipeline Segment Connection Below Ground	Operating	1102.00
110	SK PS 00109843	Yes		0.900	14-33-021-19W3	05-33-021-19W3	Well	Pipeline Segment Connection Below Ground	Operating	1102.00
111	SK PS 00109844	Yes		0.900	14-33-021-19W3	05-33-021-19W3	Well	Pipeline Segment Connection Below Ground	Operating	1102.00
112	SK PS 00109845	Yes		1.300	08-33-021-19W3	05-33-021-19W3	Well	Pipeline Segment Connection Below Ground	Operating	1102.00
113	SK PS 00109846	Yes		1.000	05-33-021-19W3	16-29-021-19W3	Well	Multi Well Battery	Operating	1102.00
114	SK PS 00109847	Yes		1.000	05-33-021-19W3	16-29-021-19W3	Well	Multi Well Battery	Operating	1102.00

**SCHEDULE "C"**

---

**[Intentionally deleted.]**

**SCHEDULE "D"**

---

**PETROLEUM, NATURAL GAS AND GENERAL RIGHTS CONVEYANCE**

THIS AGREEMENT made as of the 25 day of September, 2023.

AMONG:

**MNP Ltd.**, in its capacity as receiver of the assets, undertaking and property of **Abbey Resources Corp.**, and not in its personal or corporate capacity (in such capacity hereinafter referred to as "**Vendor** ")

- and -

**You First Energy Inc.**, a body corporate, having an office in the City of Saskatoon in the Province of Saskatchewan (hereinafter referred to as "**Purchaser**")

WHEREAS:

- (A) Vendor and Purchaser entered into that Agreement of Purchase and Sale made as of the 25<sup>th</sup> day of September, 2023 (the "Sale Agreement") with respect to the "Assets" (which term, when used in this Agreement, has the same meaning as in the Sale Agreement);
- (B) All of the conditions precedent to the obligations of the parties hereto to close the Transactions contemplated by the Sale Agreement have either been fulfilled or waived in the manner provided for waiver in the Sale Agreement; and
- (C) Any definitions used in this agreement shall have the same meaning as in the Sale Agreement.

NOW THEREFORE in consideration of the premises hereto and the covenants and agreements hereinafter set forth and contained, the parties hereto covenant and agree as follows:

1. Vendor hereby sells, assigns, transfers, conveys and sets over to Purchaser, and Purchaser hereby purchases from Vendor, all of the right, title, estate and interest of Abbey Resources Corp. (whether absolute or contingent, legal or beneficial) in and to the Assets, ~~TO HAVE AND TO~~ HOLD the same, together with all benefit and advantage to be derived therefrom, absolutely, subject to the terms of the Sale Agreement.
2. The covenants, representations, warranties and indemnities contained in the Sale Agreement are incorporated herein as fully and effectively as if they were set out herein and there shall not be any merger of any covenant, representation, warranty or indemnity contained in the Sale Agreement by virtue of the execution and delivery hereof, any rule of law, equity or statute to the contrary notwithstanding.

3. If any term or provision hereof should conflict with any term or provision of the Sale Agreement, the term and provision of the latter shall prevail and this agreement shall at all times be read subject to all terms and conditions of the Sale Agreement.
4. The assignment and conveyance effected by this agreement is made with full right of substitution of Purchaser in and to all covenants, representations, warranties and indemnities by others heretofore given or made in respect of the Assets or any part thereof.
5. This agreement shall, in all respects, be subject to, interpreted, construed and enforced in accordance with and under the laws of the Province of Saskatchewan and Applicable Laws of Canada and shall, in all respects, be treated as a contract made in the Province of Saskatchewan. The parties hereto irrevocably attorn and submit to the non-exclusive jurisdiction of the courts of the Province of Saskatchewan and courts of appeal therefrom in respect of all matters arising out of or in connection with this Agreement.
6. This agreement shall be binding upon and shall enure to the benefit of each of the parties hereto and their respective administrators, trustees, receivers, successors and assigns.

*[This space intentionally left blank. The next page is the signature page.]*

7. This Agreement may be executed in several counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall constitute one and the same instrument, and notwithstanding the date of execution, shall be deemed to bear date as of the date of this Agreement. This Agreement shall be considered properly executed by any Party if executed and transmitted by facsimile or other electronic means to the other Parties.

IN WITNESS WHEREOF the parties hereto have executed this agreement as of the day and year first above written.

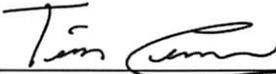
**MNP Ltd.**, as Receiver of the assets, undertaking and property of **Abbey Resources Corp.**, and not in its personal or corporate capacity

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

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

**You First Energy Inc.**

**PURCHASER**

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

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

**SCHEDULE "E"**

---

**WIRE TRANSFER INSTRUCTIONS**

MNP Ltd.- Receiver of Abbey Resources Corp - Account Wire Instructions



# APPENDIX C

## AMENDMENT TO THE AGREEMENT OF PURCHASE AND SALE

This Amendment to the Agreement of Purchase and Sale dated as of the \_\_\_ of October, 2023 (the "**Effective Date**") among:

**MNP Ltd., in its capacity as receiver of the assets, undertaking and property of  
Abbey Resources Corp., and not in its personal or corporate capacity**

**AS VENDOR**

- and -

**You First Energy Inc.**

**AS PURCHASER**

- A. Pursuant to an Agreement of Purchase and Sale dated September 25, 2023 (the "**Sale Agreement**"), the Purchaser agreed to purchase from the Vendor, and the Vendor agreed to sell to the Purchaser, all of Abbey Resources Corp.'s (the "**Debtor**") right, title, estate, and interest in and to the Assets and the Purchaser agreed to assume the Debtor's obligations in respect of the Assumed Liabilities;
- B. Since the Sale Agreement was executed, the Vendor and Purchaser have identified inaccuracies in Schedule "A" to the Sale Agreement; and
- C. The Vendor and Purchaser therefore wish to amend Schedule "A" to the Sale Agreement to correct the inaccuracies as set out in this Amendment to the Agreement of Purchase and Sale (the "**Amending Agreement**").

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby irrevocably acknowledged, the parties hereto (collectively, the "**Parties**", and each, a "**Party**") hereby acknowledge and agree as follows:

### **ARTICLE 1 GENERAL**

#### **1.1 Interpretation**

This Amending Agreement is supplemental to and shall form one agreement with the Sale Agreement and the Sale Agreement and this Amending Agreement shall be read together and have effect so far as practicable as though all the provisions thereof and hereof were contained in one instrument. All terms not otherwise defined herein shall have the meaning given to them in the Sale Agreement.

## **1.2 Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the Province of Saskatchewan and the laws of Canada applicable therein and each of the Parties irrevocably attorn to the exclusive jurisdiction of the Court of King's Bench for Saskatchewan in Court File Number KBG-SA-00151-2022, and any appellate courts of the Province of Saskatchewan therefrom.

## **1.3 Entire Agreement**

This Amending Agreement, together with the Sale Agreement, constitutes the entire agreement between the Parties pertaining to the subject matter of this Amending Agreement and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written, of the Parties, and there are no representations, warranties, or other agreements between the Parties, express or implied, in connection with the subject matter of this Amending Agreement except as specifically set out in this Amending Agreement. No Party has been induced to enter into this Amending Agreement in reliance on, and there will be no liability assessed, either in tort or contract, with respect to any warranty, representation, opinion, advice, or assertion of fact, except to the extent it has been reduced to writing and included as a term in this Amending Agreement.

## **1.4 Paramountcy**

In the event of any conflict or inconsistency between the provisions of this Amending Agreement and the Sale Agreement, the provisions of this Amending Agreement shall prevail to the extent of such conflict or inconsistency.

## **1.5 Time**

Time shall, in all respects, be of the essence hereof, provided that the time for doing or completing any matter provided for herein may be extended or abridged by an agreement in writing signed by the Parties.

## **1.6 Further Assurances**

Each of the Parties shall, at the request and expense of the requesting Party, take or cause to be taken such action and execute and deliver or cause to be executed and delivered to the other such conveyances, transfers, documents and further assurances as may be reasonably necessary or desirable to give effect to this Amending Agreement.

## **1.7 Counterparts**

This Amending Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same agreement. Transmission by e-mail of an executed counterpart of this Amending Agreement shall be deemed to constitute due and sufficient delivery of such counterpart.

*[This space intentionally left blank.]*

**ARTICLE 2**  
**AMENDMENTS TO THE AGREEMENT OF PURCHASE AND SALE**

**2.1 Amendment to Schedule "A"**

Schedule "A" to the Sale Agreement is hereby amended as set out in the Amended Schedule "A" attached to this Amending Agreement.

*[The next page is the signature page.]*

**IN WITNESS WHEREOF the Parties have executed this Agreement as of the Effective Date.**

**MNP Ltd.**, in its capacity as receiver of the assets, undertaking and property of Abbey Resources Corp., and not in its personal or corporate capacity

**You First Energy Inc.**

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

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

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

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

Schedule A-1 Abbey CTK Lands

Number (Split)	Lessor/Crown #	Lands and Rights	Debtor's Interest	Royalties	Related Contracts
M025902 (3)	CL-0001	Tract 1 TWP 21-RGE 19-W3M 33,NE36,S36,NW36 TWP 22-RGE 19-W3M 3,N4,S54,W6,N7,SW7,W8,NE9,S10,NW10,NE10,15,E16,NE18,S18,NW18,20, W21,23,24,NW25,S25,26,29,30,31,32 TWP 22-RGE 20-W3M 1,10,11,12,13,14 TWP 22-RGE 18-W3M 5(LSD 4-6, 12, 13) PNG from top MILK RIVER to base MILK RIVER	ABBEY RESOURCES CORP. - 100	GOR, 50% of production, Non-Convertible; Not TIK, Oil: 2%, Gas: (2%, Min \$0.00) Payors: ABBEYR 100% Payees: GRAVITYONE 12.5%, MANLEYBILL 10%, PARKSLARRY 50%, QUINN GERRY 12.5%, WESEMANNHEIDI 2.5%, WILSONJAMESK 12.5%  GOR, 100% of production, Non-Convertible; Not TIK, Custom Payors: ABBEYR 100% Payees: LAWINVESTMENTS L P 10%, QUANTICO CAPITAL 10%, URSATAUR CAPITAL 10%, WESTHILLS DEVELOPMENT 10%, WILMINGTON CAPITAL 60%  LR, 100% of production, Non-Convertible; TIK, 0% of all products Payors: ABBEYR 100% Payees: INDIAN OIL & GAS 100% CSS, 100% of production, Non-Convertible; TIK, Crown Sliding-Scale Payors: ABBEY RESOUR 100% Payees: SKECON 100%	C0015 - 1 ROYALTY
M01502 (1)	PN57266	Tract 1 TWP 21-RGE 19-W3M 36 PNG to top 2WSPK	ABBEY RESOURCES CORP. - 100	GOR, 50% of production, Non-Convertible; Not TIK, Oil: 2%, Gas: (2%, Min \$0.00) Payors: ABBEYR 100% Payees: GRAVITYONE 12.5%, MANLEYBILL 10%, PARKSLARRY 50%, QUINN GERRY 12.5%, WESEMANNHEIDI 2.5%, WILSONJAMESK 12.5%  GOR, 100% of production, Non-Convertible; Not TIK, Custom Payors: ABBEYR 100% Payees: LAWINVESTMENTS L P 10%, QUANTICO CAPITAL 10%, URSATAUR CAPITAL 10%, WESTHILLS DEVELOPMENT 10%, WILMINGTON CAPITAL 60%  CSS, 100% of production, Non-Convertible; TIK, Crown Sliding-Scale Payors: ABBEY RESOUR 100% Payees: SKECON 100%	C0013 - 1 PURCH/SALE C0014 - 1 ROYALTY
M025901 (1)	PN59092	Tract 1 TWP 22-RGE 18-W3M 5(LSD 6) PNG from top SURFACE to base MILK RIVER	ABBEY RESOURCES CORP. - 25	GOR, 50% of production, Non-Convertible; Not TIK, Oil: 2%, Gas: (2%, Min \$0.00) Payors: ABBEYR 100% Payees: GRAVITYONE 12.5%, MANLEYBILL 10%, PARKSLARRY 50%, QUINN GERRY 12.5%, WESEMANNHEIDI 2.5%, WILSONJAMESK 12.5%  GOR, 100% of production, Non-Convertible; Not TIK, Custom Payors: ABBEYR 100% Payees: LAWINVESTMENTS L P 10%, QUANTICO CAPITAL 10%, URSATAUR CAPITAL 10%, WESTHILLS DEVELOPMENT 10%, WILMINGTON CAPITAL 60%  CSS, 100% of production, Non-Convertible; TIK, Crown Sliding-Scale Payors: ABBEY RESOUR 100% Payees: SKECON 100%	C0012 - 1 PURCH/SALE C0015 - 1 ROYALTY C016152 - 1 POOLJOA C016152 - 1 POOLJOA
M01510 (1)	PN59092	Tract 1 TWP 22-RGE 18-W3M 5(LSD 6, 12) PNG to top 2WSPK	ABBEY RESOURCES CORP. - 100	GOR, 50% of production, Non-Convertible; Not TIK, Oil: 2%, Gas: (2%, Min \$0.00) Payors: ABBEYR 100% Payees: GRAVITYONE 12.5%, MANLEYBILL 10%, PARKSLARRY 50%, QUINN GERRY 12.5%, WESEMANNHEIDI 2.5%, WILSONJAMESK 12.5%  GOR, 100% of production, Non-Convertible; Not TIK, Custom Payors: ABBEYR 100% Payees: LAWINVESTMENTS L P 10%, QUANTICO CAPITAL 10%, URSATAUR CAPITAL 10%, WESTHILLS DEVELOPMENT 10%, WILMINGTON CAPITAL 60%  CSS, 100% of production, Non-Convertible; TIK, Crown Sliding-Scale Payors: ABBEY RESOUR 100% Payees: SKECON 100%	C0012 - 1 PURCH/SALE C0013 - 1 PURCH/SALE C0014 - 1 ROYALTY
M025701 (1)	PN54800	Tract 1 TWP 22-RGE 18-W3M 5(LSD 3, 11, 14) PNG from top SURFACE to top 2WSPK	ABBEY RESOURCES CORP. - 100	GOR, 50% of production, Non-Convertible; Not TIK, Oil: 2%, Gas: (2%, Min \$0.00) Payors: ABBEYR 100% Payees: GRAVITYONE 12.5%, MANLEYBILL 10%, PARKSLARRY 50%, QUINN GERRY 12.5%, WESEMANNHEIDI 2.5%, WILSONJAMESK 12.5%  GOR, 100% of production, Non-Convertible; Not TIK, Custom Payors: ABBEYR 100% Payees: LAWINVESTMENTS L P 10%, QUANTICO CAPITAL 10%, URSATAUR CAPITAL 10%, WESTHILLS DEVELOPMENT 10%, WILMINGTON CAPITAL 60%  NONCONGDR, 100% of production, Non-Convertible; TIK, 10% of all products Payors: ABBEY RESOUR 100% Payees: PRAIRIESKY R 100%	C0012 - 1 PURCH/SALE C0013 - 1 PURCH/SALE C0015 - 1 ROYALTY C016224 - 1 ORR C016224 - 1 ORR

M01537 (1)	PN62168	Tract 1 TWP 22-RGE 19-W3M E18 PNG to top 2WSPK	WI ABBEY RESOURCES CORP. - 100	CSS, 100% of production; Non-Convertible, TIK, Crown Sliding-Scale Payers: ABBEY RESOUR 100% Payees: SKECON 100%	C0013 - 1 PURCH/SALE C0014 - 1 ROYALTY
M01513 (1)	PN59095	Tract 1 TWP 22-RGE 19-W3M N15,23,24,S26 PNG to top 2WSPK	ABBEY RESOURCES CORP. - 100	GOR, 50% of production; Non-Convertible, Not TIK, Oil: 2%, Gas: (2%, Min:\$0.00) Payers: ABBEYR 100% Payees: GRAVITYONE 12.5%, MANLEYBILL 10%, PARKSLARRY 50%, QUINNERRY 12.5%, WESEMANNHEIDI 2.5%, WILSONJAMESK 12.5% CSS, 100% of production; Non-Convertible, TIK, Crown Sliding-Scale Payers: ABBEY RESOUR 100% Payees: SKECON 100%	C0013 - 1 PURCH/SALE C0014 - 1 ROYALTY
M01509 (1)	PN58859	Tract 1 TWP 22-RGE 19-W3M N20,SW29 PNG to top 2WSPK	ABBEY RESOURCES CORP. - 100	GOR, 50% of production; Non-Convertible, Not TIK, Oil: 2%, Gas: (2%, Min:\$0.00) Payers: ABBEYR 100% Payees: GRAVITYONE 12.5%, MANLEYBILL 10%, PARKSLARRY 50%, QUINNERRY 12.5%, WESEMANNHEIDI 2.5%, WILSONJAMESK 12.5% CSS, 100% of production; Non-Convertible, TIK, Crown Sliding-Scale Payers: ABBEY RESOUR 100% Payees: SKECON 100%	C0013 - 1 PURCH/SALE C0014 - 1 ROYALTY
M01531 (1)	PN62148	Tract 1 TWP 22-RGE 19-W3M N31,N32 PNG to top 2WSPK	ABBEY RESOURCES CORP. - 100	GOR, 50% of production; Non-Convertible, Not TIK, Oil: 2%, Gas: (2%, Min:\$0.00) Payers: ABBEYR 100% Payees: GRAVITYONE 12.5%, MANLEYBILL 10%, PARKSLARRY 50%, QUINNERRY 12.5%, WESEMANNHEIDI 2.5%, WILSONJAMESK 12.5% CSS, 100% of production; Non-Convertible, TIK, Crown Sliding-Scale Payers: ABBEY RESOUR 100% Payees: SKECON 100%	C0013 - 1 PURCH/SALE C0014 - 1 ROYALTY
M01522 (1)	PN60173	Tract 1 TWP 22-RGE 19-W3M NE10,SW15,NE16 PNG to top 2WSPK	ABBEY RESOURCES CORP. - 100	GOR, 50% of production; Non-Convertible, Not TIK, Oil: 2%, Gas: (2%, Min:\$0.00) Payers: ABBEYR 100% Payees: GRAVITYONE 12.5%, MANLEYBILL 10%, PARKSLARRY 50%, QUINNERRY 12.5%, WESEMANNHEIDI 2.5%, WILSONJAMESK 12.5% CSS, 100% of production; Non-Convertible, TIK, Crown Sliding-Scale Payers: ABBEY RESOUR 100% Payees: SKECON 100%	C0013 - 1 PURCH/SALE C0014 - 1 ROYALTY
M01534 (1)	PN62154	Tract 1 TWP 22-RGE 19-W3M NE29 PNG to top 2WSPK	ABBEY RESOURCES CORP. - 100	GOR, 50% of production; Non-Convertible, Not TIK, Oil: 2%, Gas: (2%, Min:\$0.00) Payers: ABBEYR 100% Payees: GRAVITYONE 12.5%, MANLEYBILL 10%, PARKSLARRY 50%, QUINNERRY 12.5%, WESEMANNHEIDI 2.5%, WILSONJAMESK 12.5% CSS, 100% of production; Non-Convertible, TIK, Crown Sliding-Scale Payers: ABBEY RESOUR 100% Payees: SKECON 100%	C0013 - 1 PURCH/SALE C0014 - 1 ROYALTY

M01521 (1)	PN60174	Tract 1 TWP 22-RGE 19-W3M NE7 PNG to top 2WSPK	ABBEY RESOURCES CORP. - 100	<p>CSS: 100% of production; Non-Convertible; TIK, Crown Sliding-Scale  Payers: ABBEY RESOUR 100%  Payees: SKECON 100%</p> <p>GOR: 50% of production; Non-Convertible; Not TIK, Oil: 2%, Gas: (2%,  Min.\$0.00)  Payers: ABBEYR 100%  Payees: GRAVITYONE 12.5%, MANLEYBILL 10%, PARKSLARRY 50%,  QUINNERRY 12.5%, WESEMANNHEIDI 2.5%, WILSONJAMESK  12.5%</p>	C0013 - 1 PURCH/SALE C0014 - 1 ROYALTY
M01506 (1)	PN58570	Tract 1 TWP 22-RGE 19-W3M NW26 PNG to top 2WSPK	ABBEY RESOURCES CORP. - 100	<p>CSS: 100% of production; Non-Convertible; TIK, Crown Sliding-Scale  Payers: ABBEY RESOUR 100%  Payees: SKECON 100%</p> <p>GOR: 50% of production; Non-Convertible; Not TIK, Oil: 2%, Gas: (2%,  Min.\$0.00)  Payers: ABBEYR 100%  Payees: GRAVITYONE 12.5%, MANLEYBILL 10%, PARKSLARRY 50%,  QUINNERRY 12.5%, WESEMANNHEIDI 2.5%, WILSONJAMESK  12.5%</p>	C0013 - 1 PURCH/SALE C0014 - 1 ROYALTY
M01538 (1)	PN62169	Tract 1 TWP 22-RGE 19-W3M NW29,SE31,SW32 PNG to top 2WSPK	ABBEY RESOURCES CORP. - 100	<p>CSS: 100% of production; Non-Convertible; TIK, Crown Sliding-Scale  Payers: ABBEY RESOUR 100%  Payees: SKECON 100%</p> <p>GOR: 50% of production; Non-Convertible; Not TIK, Oil: 2%, Gas: (2%,  Min.\$0.00)  Payers: ABBEYR 100%  Payees: GRAVITYONE 12.5%, MANLEYBILL 10%, PARKSLARRY 50%,  QUINNERRY 12.5%, WESEMANNHEIDI 2.5%, WILSONJAMESK  12.5%</p>	C0013 - 1 PURCH/SALE C0014 - 1 ROYALTY
M01511 (1)	PN59093	Tract 1 TWP 22-RGE 19-W3M NW30 PNG to top 2WSPK	ABBEY RESOURCES CORP. - 100	<p>CSS: 100% of production; Non-Convertible; TIK, Crown Sliding-Scale  Payers: ABBEY RESOUR 100%  Payees: SKECON 100%</p> <p>GOR: 50% of production; Non-Convertible; Not TIK, Oil: 2%, Gas: (2%,  Min.\$0.00)  Payers: ABBEYR 100%  Payees: GRAVITYONE 12.5%, MANLEYBILL 10%, PARKSLARRY 50%,  QUINNERRY 12.5%, WESEMANNHEIDI 2.5%, WILSONJAMESK  12.5%</p>	C0013 - 1 PURCH/SALE C0014 - 1 ROYALTY
M01532 (1)	PN62152	Tract 1 TWP 22-RGE 19-W3M NW6 TWP 22-RGE 20-W3M E1 PNG to top 2WSPK	ABBEY RESOURCES CORP. - 100	<p>CSS: 100% of production; Non-Convertible; TIK, Crown Sliding-Scale  Payers: ABBEY RESOUR 100%  Payees: SKECON 100%</p> <p>GOR: 50% of production; Non-Convertible; Not TIK, Oil: 2%, Gas: (2%,  Min.\$0.00)  Payers: ABBEYR 100%  Payees: GRAVITYONE 12.5%, MANLEYBILL 10%, PARKSLARRY 50%,  QUINNERRY 12.5%, WESEMANNHEIDI 2.5%, WILSONJAMESK  12.5%</p>	C0013 - 1 PURCH/SALE C0014 - 1 ROYALTY
M01514 (1)	PN58569	Tract 1 TWP 22-RGE 19-W3M S20,SW21 PNG to top 2WSPK	WI ABBEY RESOURCES CORP. - 100	<p>CSS: 100% of production; Non-Convertible; TIK, Crown Sliding-Scale  Payers: ABBEY RESOUR 100%  Payees: SKECON 100%</p> <p>GOR: 50% of production; Non-Convertible; Not TIK, Oil: 2%, Gas: (2%,  Min.\$0.00)  Payers: ABBEYR 100%  Payees: GRAVITYONE 12.5%, MANLEYBILL 10%, PARKSLARRY 50%,  QUINNERRY 12.5%, WESEMANNHEIDI 2.5%, WILSONJAMESK  12.5%</p>	C0013 - 1 PURCH/SALE C0014 - 1 ROYALTY

MO1512 (1)	PN59094	Tract 1 TWP 22-RGE 19-W3M S3,N4,SE4 PNG to top 2WSPK	ABBEY RESOURCES CORP. - 100	<p>CSS, 100% of production, Non-Convertible, TIK, Crown Sliding-Scale  Payors: ABBEY RESOUR 100%  Payees: SKECON 100%</p> <p>GOR, 50% of production, Non-Convertible, Not TIK, Oil: 2%, Gas: (2%,  Min:\$0.00)  Payors: ABBEYR 100%  Payees: GRAVITYONE 12.5%, MANLEYBILL 10%, PARKSLARRY 50%,  QUINNERRY 12.5%, WESEMANNHEIDI 2.5%, WILSONJAMESK  12.5%</p>	C0013 - 1 PURCH/SALE C0014 - 1 ROYALTY
MO1508 (1)	PN58858	Tract 1 TWP 22-RGE 19-W3M SE15 PNG to top 2WSPK	ABBEY RESOURCES CORP. - 100	<p>CSS, 100% of production, Non-Convertible, TIK, Crown Sliding-Scale  Payors: ABBEY RESOUR 100%  Payees: SKECON 100%</p> <p>GOR, 50% of production, Non-Convertible, Not TIK, Oil: 2%, Gas: (2%,  Min:\$0.00)  Payors: ABBEYR 100%  Payees: GRAVITYONE 12.5%, MANLEYBILL 10%, PARKSLARRY 50%,  QUINNERRY 12.5%, WESEMANNHEIDI 2.5%, WILSONJAMESK  12.5%</p>	C0013 - 1 PURCH/SALE C0014 - 1 ROYALTY
MO1501 (1)	PN57265	Tract 1 TWP 22-RGE 19-W3M SE29 PNG to top 2WSPK	ABBEY RESOURCES CORP. - 100	<p>CSS, 100% of production, Non-Convertible, TIK, Crown Sliding-Scale  Payors: ABBEY RESOUR 100%  Payees: SKECON 100%</p> <p>GOR, 50% of production, Non-Convertible, Not TIK, Oil: 2%, Gas: (2%,  Min:\$0.00)  Payors: ABBEYR 100%  Payees: GRAVITYONE 12.5%, MANLEYBILL 10%, PARKSLARRY 50%,  QUINNERRY 12.5%, WESEMANNHEIDI 2.5%, WILSONJAMESK  12.5%</p>	C0013 - 1 PURCH/SALE C0014 - 1 ROYALTY
MO1533 (1)	PN62153	Tract 1 TWP 22-RGE 19-W3M SW18 PNG to top 2WSPK	ABBEY RESOURCES CORP. - 100	<p>CSS, 100% of production, Non-Convertible, TIK, Crown Sliding-Scale  Payors: ABBEY RESOUR 100%  Payees: SKECON 100%</p> <p>GOR, 50% of production, Non-Convertible, Not TIK, Oil: 2%, Gas: (2%,  Min:\$0.00)  Payors: ABBEYR 100%  Payees: GRAVITYONE 12.5%, MANLEYBILL 10%, PARKSLARRY 50%,  QUINNERRY 12.5%, WESEMANNHEIDI 2.5%, WILSONJAMESK  12.5%</p>	C0013 - 1 PURCH/SALE C0014 - 1 ROYALTY
MO1507 (1)	PN58571	Tract 1 TWP 22-RGE 19-W3M SW30 PNG to top 2WSPK	ABBEY RESOURCES CORP. - 100	<p>CSS, 100% of production, Non-Convertible, TIK, Crown Sliding-Scale  Payors: ABBEY RESOUR 100%  Payees: SKECON 100%</p> <p>GOR, 50% of production, Non-Convertible, Not TIK, Oil: 2%, Gas: (2%,  Min:\$0.00)  Payors: ABBEYR 100%  Payees: GRAVITYONE 12.5%, MANLEYBILL 10%, PARKSLARRY 50%,  QUINNERRY 12.5%, WESEMANNHEIDI 2.5%, WILSONJAMESK  12.5%</p>	C0013 - 1 PURCH/SALE C0014 - 1 ROYALTY
MO1523 (1)	PN60172	Tract 1 TWP 22-RGE 19-W3M W7 TWP 22-RGE 20-W3M SE12 PNG to top 2WSPK	ABBEY RESOURCES CORP. - 100	<p>CSS, 100% of production, Non-Convertible, TIK, Crown Sliding-Scale  Payors: ABBEY RESOUR 100%  Payees: SKECON 100%</p> <p>GOR, 50% of production, Non-Convertible, Not TIK, Oil: 2%, Gas: (2%,  Min:\$0.00)  Payors: ABBEYR 100%  Payees: GRAVITYONE 12.5%, MANLEYBILL 10%, PARKSLARRY 50%,  QUINNERRY 12.5%, WESEMANNHEIDI 2.5%, WILSONJAMESK  12.5%</p>	C0013 - 1 PURCH/SALE C0014 - 1 ROYALTY

M01535 (1)	PN62155	Tract 1 TWP 22-RGE 20-W3M NW10,SE10 PNG to top 2WSPK	ABBEY RESOURCES CORP. - 100	<p>CSS; 100% of production; Non-Convertible; TIK; Crown Sliding-Scale  Payers: ABBEY RESOUR 100%  Payees: SKECON 100%</p> <p>GOR; 50% of production; Non-Convertible; Not TIK; Oil: 2%, Gas: (2%,  Min:\$0.00)  Payers: ABBEYR 100%  Payees: GRAVITYONE 12.5%, MANLEYBILL 10%, PARKSLARRY 50%,  QUINN GERRY 12.5%, WESEMANNHEIDI 2.5%, WILSONJAMESK  12.5%</p>	C0013 - 1 PURCH/SALE C0014 - 1 ROYALTY
M01524 (1)	PN60175	Tract 1 TWP 22-RGE 20-W3M SE11,SW12 PNG to top 2WSPK	ABBEY RESOURCES CORP. - 100	<p>CSS; 100% of production; Non-Convertible; TIK; Crown Sliding-Scale  Payers: ABBEY RESOUR 100%  Payees: SKECON 100%</p> <p>GOR; 50% of production; Non-Convertible; Not TIK; Oil: 2%, Gas: (2%,  Min:\$0.00)  Payers: ABBEYR 100%  Payees: GRAVITYONE 12.5%, MANLEYBILL 10%, PARKSLARRY 50%,  QUINN GERRY 12.5%, WESEMANNHEIDI 2.5%, WILSONJAMESK  12.5%</p>	C0013 - 1 PURCH/SALE C0014 - 1 ROYALTY
M01536 (1)	PN62167	Tract 1 TWP 22-RGE 20-W3M SW10 PNG to top 2WSPK	ABBEY RESOURCES CORP. - 100	<p>CSS; 100% of production; Non-Convertible; TIK; Crown Sliding-Scale  Payers: ABBEY RESOUR 100%  Payees: SKECON 100%</p> <p>GOR; 50% of production; Non-Convertible; Not TIK; Oil: 2%, Gas: (2%,  Min:\$0.00)  Payers: ABBEYR 100%  Payees: GRAVITYONE 12.5%, MANLEYBILL 10%, PARKSLARRY 50%,  QUINN GERRY 12.5%, WESEMANNHEIDI 2.5%, WILSONJAMESK  12.5%</p>	C0013 - 1 PURCH/SALE C0014 - 1 ROYALTY
M01503 (1)	PN57267	Tract 1 TWP 22-RGE 20-W3M W11 PNG to top 2WSPK	ABBEY RESOURCES CORP. - 100	<p>CSS; 100% of production; Non-Convertible; TIK; Crown Sliding-Scale  Payers: ABBEY RESOUR 100%  Payees: SKECON 100%</p> <p>GOR; 50% of production; Non-Convertible; Not TIK; Oil: 2%, Gas: (2%,  Min:\$0.00)  Payers: ABBEYR 100%  Payees: GRAVITYONE 12.5%, MANLEYBILL 10%, PARKSLARRY 50%,  QUINN GERRY 12.5%, WESEMANNHEIDI 2.5%, WILSONJAMESK  12.5%</p>	C0013 - 1 PURCH/SALE C0014 - 1 ROYALTY

# APPENDIX D

## Residual Assets

- 3 Compressor stations previously running
  - 1 Lacadena North Booster
  - Rubber Tire back hoe
  - Tractor (Massey Ferguson tractors front end loader / tiller)
  - 2018 Dodge dually long box 3500 SLT
  - 2020 Dodge dually long box 3500 SLT\* K
  - Vac Truck
  - 5<sup>th</sup> wheel and other trailers
  - Kubota SxS (Tracks and cab)
  - Methanol injection skids (20 @ \$ 1,000 each)
  - Offices/sheds/
  - Garage package
  - Equipment ( Generators / fire extinguishers ect)
  - 4- SeaCans
-

# APPENDIX E

**Abbey Resources Corp - In Receivership**  
**Interim Statement of Receipts and Disbursements**  
**For the Period August 1, 2022 to September 30, 2023**

<b>RECEIPTS</b>	<u>To September 30, 2023</u>
Cash balance at August 1, 2022	
Operating Revenue	\$ 12,946,919.20
GST net and payable updated	- 98,680.91
Interest earned	4,024.66
Sale of assets	600,560.62
Deposits received from unsuccessful purchasers returned in October, 2023.	35,000.00
Misc refunds	7,584.14
Shop and Yard Rental Income	89,048.18
<b>TOTAL RECEIPTS</b>	<u>14,084,967.28</u>
<b>ROYALTY PAYMENTS</b>	
Freehold Royalty	36,385.00
Freehold Mineral tax	8,867.47
GORR Royalty	409,885.45
Crown Royalty	1,335.00
IOGC Royalty	457,146.02
<b>TOTAL NET RECEIPTS</b>	<u>13,181,550.81</u>
<b>DISBURSEMENTS</b>	
PST paid	51,381.95
Receiver's fees and disbursements	704,086.70
Legal fees and disbursements	590,627.90
Operations consultant (Sproule Asset Management)	888,074.28
Asset Sale fee (Sayer Energy Advisors)	7,500.00
Annual freehold surface rentals - producing wells	2,041,802.02
Lease surface rentals - Crown - producing wells	220,058.12
Lease mineral rentals - Crown - producing wells	532,185.54
Annual Carry the Kettle surface rentals - producing wells	285,191.68
Lease mineral rentals - Carry the Kettle	31,582.45
Software expenses	113,117.79
Field operating expenses	3,383,278.22
Field operators	1,653,240.62
Field property taxes Carry the Kettle FN	58,994.67
Vehicle leases	32,963.66
Transportation	980,360.09
Field staff payroll and benefits	597,416.49
Carbon tax	211,355.04
Consulting Contractors	271,701.72
<b>TOTAL DISBURSEMENTS</b>	<u>12,699,835.19</u>
<b>EXCESS OF AUGUST 1, 2022 CASH BALANCE PLUS RECEIPTS OVER DISBURSEMENTS</b>	-
<b>REPRESENTED BY CASH IN BANK:</b>	<u>\$ 481,715.62</u>

SCHEDULE A

Summary of professional fees

MNP Ltd.

Invoice Number	Description	Professional fees	Disbursements	Total fees and disbursement	GST	Total Invoice
10284449	February 28, 2022 - March 31, 2022	\$77,741.00	\$0.00	\$77,741.00	\$3,887.05	\$81,628.05
10390987	April 1, 2022 - April 30, 2022	39,296.00	10,273.35	49,569.35	2,478.47	52,047.82
10457407	May 1, 2022 - May 31, 2022	39,328.00	0.00	39,328.00	1,966.40	41,294.40
10496131	June 1, 2022 - June 30, 2022	21,865.50	5,099.50	26,965.00	1,348.25	28,313.25
10533653	July 1, 2022 - July 31, 2022	18,124.00	5,139.20	23,263.20	1,163.16	24,426.36
Approved in Receiver's second report		<u>196,354.50</u>	<u>20,512.05</u>	<u>216,866.55</u>	<u>10,843.33</u>	<u>227,709.88</u>
10574409	August 1, 2022 - August 31, 2022	52,446.50	0.00	52,446.50	2,622.33	55,068.83
10614294	September 1, 2022 - September 30, 2022	34,259.00	8,147.20	42,406.20	2,120.31	44,526.51
10648153	October 1, 2022 - October 31, 2022	44,571.00	5,114.35	49,685.35	2,484.27	52,169.62
10690867	November 1, 2022 - November 30, 2022	22,919.30	5,079.50	27,998.80	1,399.94	29,398.74
10726052	December 1 - December 31, 2022	24,215.80	5,232.50	29,448.30	1,472.42	30,920.72
10770337	January 1, 2023 - January 31, 2023	41,715.80	0.00	41,715.80	2,085.79	43,801.59
10821192	February 1, 2023 - February 28, 2023	29,407.85	0.00	29,407.85	1,470.39	30,878.24
10894132	March 1, 2023 - March 31, 2023	33,803.65	0.00	33,803.65	1,690.18	35,493.83
11006391	April 1, 2023 - April 30, 2023	26,828.25	15,280.80	42,109.05	2,105.45	44,214.50
11079940	May 1, 2023 - May 31, 2023	24,353.00	5,079.50	29,432.50	1,471.63	30,904.13
11127404	June 1, 2023 - June 30, 2023	18,918.75	5,079.50	23,998.25	1,199.91	25,198.16
11168723	July 1, 2023 - July 31, 2023	24,157.75	0.00	24,157.75	1,207.89	25,365.64
11201823	August 1, 2023 - August 31, 2023	28,282.75	0.00	28,282.75	1,414.14	29,696.89
11251155	September 1, 2023 - September 30, 2023	28,263.75	4,063.65	32,327.40	1,616.37	33,943.77
To be approved		<u>434,143.15</u>	<u>53,077.00</u>	<u>487,220.15</u>	<u>24,361.01</u>	<u>511,581.16</u>
Total Receiver's fees and disbursements to September 30, 2023		<u>\$630,497.65</u>	<u>\$73,589.05</u>	<u>\$704,086.70</u>	<u>\$35,204.34</u>	<u>\$739,291.04</u>

McDougall Gaulley LLP

Invoice Number	Description	Professional fees	Disbursements	Total fees and disbursement	GST	PST	Total Invoice
670276	To March 30, 2022	\$73,210.00	\$0.00	\$73,210.00	\$3,660.50	\$4,392.60	\$81,263.10
672193	To April 29, 2022	28,822.50	24.40	28,846.90	1,442.35	1,729.35	32,018.60
673645	To May 27, 2022	44,205.50	1.60	44,207.10	2,210.33	2,652.30	49,069.73
675724	To June 30, 2022	43,539.50	178.90	43,718.40	2,182.93	2,612.37	48,513.70
677003	To July 28, 2022	17,100.00	43.90	17,143.90	857.20	1,026.00	19,027.10
Approved in Receiver's second report		<u>206,877.50</u>	<u>248.80</u>	<u>207,126.30</u>	<u>10,353.31</u>	<u>12,412.62</u>	<u>229,892.23</u>
679054	To August 31, 2022	84,233.50	484.20	84,717.70	4,234.89	5,054.01	94,006.60
680849	To September 29, 2022	59,723.50	31.60	59,755.10	2,987.76	3,583.41	66,326.27
682408	To October 28, 2022	49,053.50	100.10	49,153.60	2,455.69	2,943.21	54,552.50
685147	To November 30, 2022	13,320.00	1.20	13,321.20	666.06	799.20	14,786.46
687882	To December 31, 2022	10,485.00	8.00	10,493.00	524.65	629.10	11,646.75
689272	To January 31, 2023	28,536.50	20.10	28,556.60	1,427.84	1,712.19	31,696.63
690441	To February 27, 2023	15,744.50	0.40	15,744.90	787.25	944.67	17,476.82
692052	To March 28, 2023	16,722.50	0.00	16,722.50	836.13	1,003.35	18,561.98
694327	To April 27, 2023	18,918.00	0.40	18,918.40	945.92	1,135.08	20,999.40
696395	To May 31, 2023	18,727.00	2.40	18,729.40	936.47	1,123.62	20,789.49
698578	To June 30, 2023	11,285.00	6.40	11,291.40	564.60	677.13	12,533.13
699946	To July 28, 2023	11,733.00	0.00	11,733.00	586.65	703.98	13,023.63
702304	To August 30, 2023	17,298.00	8.00	17,306.00	865.30	1,037.88	19,209.18
704573	To September 28, 2023	27,052.00	6.80	27,058.80	1,352.94	1,623.12	30,034.86
To be approved		<u>382,832.00</u>	<u>669.60</u>	<u>383,501.60</u>	<u>19,172.15</u>	<u>22,969.95</u>	<u>425,643.70</u>
Total McDougall fees and disbursements to September 30, 2023		<u>\$589,709.50</u>	<u>\$918.40</u>	<u>\$590,627.90</u>	<u>\$29,525.46</u>	<u>\$35,382.57</u>	<u>\$655,535.93</u>