

COURT FILE NUMBER KBG-SA-00151-2022

COURT OF QUEEN'S BENCH FOR SASKATCHEWAN  
IN BANKRUPTCY AND INSOLVENCY

JUDICIAL CENTRE SASKATOON

IN THE MATTER OF THE RECEIVERSHIP OF ABBEY RESOURCES CORP.

Before the Honourable Justice G.A. Meschishnick in chambers the 2<sup>nd</sup> of November, 2023.

On the application of MNP Ltd. in its capacity as the Court-appointed receiver (the "**Receiver**") of the assets, undertakings and properties of Abbey Resources (the "**Debtor**") pursuant to the Order of this Court made February 22, 2022 (the "**Receivership Order**"); and upon hearing from counsel for the Receiver and Government of Saskatchewan, as represented by the Ministry of Energy and Resources, and upon reading the Notice of Application dated October 30, 2023, the Fourth Report of the Receiver (the "**Fourth Report**") and the Confidential Supplement thereto, and a proposed draft Sale Approval and Vesting Order, all filed, and the pleadings and proceedings had and taken herein:

The Court Orders:

**SERVICE**

1. Service of the Notice of Application on behalf of the Receiver and the materials filed in support thereof (collectively, the "**Application Materials**") shall be and is hereby deemed to be good and valid and, further, shall be and is hereby abridged, such that service of such Application Materials is deemed to be timely and sufficient.

**APPROVAL OF TRANSACTION**

2. The sale transaction (the "**Transaction**") contemplated by an agreement of purchase and sale (the "**Sale Agreement**") between the Receiver and You First Energy Inc. (the "**Purchaser**") dated September 25, 2023 and appended to the Fourth Report, for the sale to the Purchaser of the Debtor's right, title and interest in and to the assets described in the Sale Agreement (the "**Purchased Assets**") is declared to be commercially reasonable and in the best interests of the Debtor and its creditors and other stakeholders and is hereby authorized and approved, with such minor amendments as the Receiver may deem necessary.
3. The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable (including any steps necessary or desirable to satisfy and/or comply with any applicable laws, regulations or orders of any courts, tribunals, regulatory bodies or administrative bodies in any jurisdiction in which the Purchased Assets may be located) for the completion of the Transaction or for the conveyance of the Purchased Assets to the Purchaser, subject to such amendments as the Receiver and the Purchaser may agree upon, provided that any such amendments do not materially affect the Purchase Price.

**VESTING OF PROPERTY**

4. Upon the Receiver determining that the Transaction has closed to its satisfaction and on terms substantially as approved by this Honourable Court pursuant to this Order, the Receiver shall deliver to the Purchaser (or its nominee) a Receiver's certificate substantially in the form set out in **Schedule "A"** hereto (the "**Receiver's Certificate**").
5. The Receiver may rely on written notices from the Purchaser regarding fulfillment or, if applicable, waiver of conditions to closing of the Transaction under the Sale Agreement and shall have no liability with respect to the delivery of the Receiver's Certificate.

6. Subject to paragraphs 6A and 6B of this Order, upon delivery of the Receiver's Certificate, all of the Debtor's right, title and interest in and to the Purchased Assets described in the Sale Agreement and listed on **Schedule "B"** hereto shall, save and except for the encumbrances listed in **Schedule "C"** hereto (the "**Permitted Encumbrances**") and any Cure Costs payable in respect the Assumed Contracts (as those terms are defined in the Sale Agreement), vest absolutely in the name of the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, interests, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, judgments, enforcement charges, levies, charges, or other financial or monetary claims (collectively, "**Encumbrances**") and all rights of others, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**") including, without limiting the generality of the foregoing:

- (a) any encumbrances or charges created by the Receivership Order;
- (b) all charges, security interests or claims evidenced by registrations pursuant to *The Personal Property Security Act, 1993* SS 1993, c P-6.2, or any other personal property registry system;
- (c) all municipal tax claims under *The Municipalities Act*, SS 2005, c. M-36.1;
- (d) all liens and claims of lien under *The Builders' Lien Act*, SS 1984-85-86, c. B-7.1;
- (e) all claims of the MER in relation to the surface and mineral leases and royalties; and
- (f) those Encumbrances listed in **Schedule "D"** hereto;

and, for greater certainty, this Court orders that all of the Encumbrances (save and except for the Permitted Encumbrances) affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

6A. The vesting of the Purchased Assets as contemplated by paragraph 6 of this Order is also subject to the Purchaser obtaining the approval of:

- (a) the MER pursuant to section 10 of *The Oil and Gas Conservation Act*, RSS 1978, c. O-2 and paying any security that may be required by the MER pursuant to section 15 of the same;
- (b) the Minister of Indigenous Services, as represented by Indian and Oil and Gas Canada ("**IOGC**") pursuant to section 25 of the *Indian Oil and Gas Regulations*, SOR/2019-196; and
- (c) the MER, the IOGC, and any other governmental or regulatory authority required to effect the transfer of the Purchased Assets pursuant to any other applicable legislation.

(collectively, the "**Conditions Precedent**")

6B. Once the Conditions Precedent are satisfied by the Purchaser (and provided the Receiver's Certificate has been delivered to the Purchaser):

- (a) the MER is hereby authorized and requested to cancel and discharge the Claims and Encumbrances other than the Permitted Encumbrances, if any, registered against the Debtors' interest in:
  - (i) the Saskatchewan Crown Leases identified in Part V of Schedule "B" to this Order; and
  - (ii) the well licenses, facility licenses, and pipeline licenses identified in Part VI of Schedule "B" to this Order;

and transfer the same to the Purchaser;

- (b) IOGC is hereby authorized and requested to cancel and discharge the Claims and Encumbrances other than the Permitted Encumbrances, if any, registered against the Debtors' interest in:
- (i) the Federal (Canada) Crown Mineral Leases identified in Part II to Schedule "B" to this Order;
  - (ii) the Federal (Crown) Surface Leases identified in Part III of Schedule "B" to this Order; and
  - (iii) the Federal (Crown) Easement Agreements identified in Part IV of Schedule "B" to this Order;

and transfer the same to the Purchaser;

- (c) the Ministry of Agriculture is hereby authorized and requested to cancel and discharge the Claims and Encumbrances other than the Permitted Encumbrances, if any, registered against the Debtors' interest in:
- (i) the Saskatchewan Crown Surface Lease Agreements identified in Part VII of Schedule "B" to this Order; and
  - (ii) the Saskatchewan Crown Easement Agreements identified in Part VIII of Schedule "B" to this Order;

and transfer the same to the Purchaser.

7. Upon delivery of the Receiver's Certificate to the Purchaser, the Receiver shall be and is hereby authorized to effect such discharges or revisions in the Saskatchewan Personal Property Registry as may be reasonably required to conclude the Transaction.
8. Upon delivery of the Receiver's Certificate and filing a duplicate original copy of this Order, together with any applicable registration fees, pursuant to section 109 of *The Land Titles Act, 2000*, SS 2000, c L-5.1 and section 3-4 of *The King's Bench Act, SS 2023, c. 28*, the Saskatchewan Registrar of Titles shall be and is hereby directed:
- (a) to accept an application (the "**Land Titles Application**") signed by the Receiver to assign the interests in the name of the Debtor listed in Part I of Schedule "B" of this Order to the Purchaser; and
  - (b) for greater certainty, to discharge all interests described in Schedule "D" hereto.
9. Any and all registration charges and fees payable in regard to the Land Titles Application shall be to the account of the Purchaser.
10. For the purposes of determining the nature and priority of the Encumbrances:
- (a) the net proceeds from the sale of the Purchased Assets (the "**Net Sale Proceeds**") shall stand in the place and stead of the Purchased Assets; and
  - (b) from and after the delivery of the Receiver's Certificate to the Purchaser, all Encumbrances and all rights of others shall attach to the Net Sale Proceeds from the sale of the Purchased Assets with the

same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to closing of the Transaction.

11. The Purchaser (and its nominee, if any) shall, by virtue of the completion of the Transaction, have no liability of any kind whatsoever in respect of any Claims against the Debtor.
12. The Debtor and all persons who claim by, through or under the Debtor in respect of the Purchased Assets, save and except for the persons entitled to the benefit of the Permitted Encumbrances, shall stand absolutely barred and foreclosed from all estate, right, title, interest, royalty, rental and equity of redemption of the Purchased Assets and, to the extent that any such person remains in possession or control of any of the Purchased Assets, they shall forthwith deliver possession thereof to the Purchaser.
13. The Purchaser shall be entitled to enter into and upon, hold and enjoy the Purchased Assets for its own use and benefit without any interference of or by the Debtor, or any person claiming by or through or against the Debtor.
14. Immediately after the closing of the Transaction, the holders of the Permitted Encumbrances shall have no claim whatsoever against the Receiver or the Debtor; provided, however, that the Receiver shall pay any outstanding royalties owing to IOGC for natural gas produced by the Receiver from the Purchased Assets from March 1, 2022 until 11:59 p.m. (Saskatchewan time) on October 31, 2023.
15. Forthwith after the delivery of the Receiver's Certificate to the Purchaser, the Receiver shall file a copy of the Receiver's Certificate with the Court, and shall serve a copy of the Receiver's Certificate on the recipients listed in the Service List maintained with respect to these proceedings.
16. Pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, SC 2000, c 5, the Debtor and the Receiver are hereby authorized and permitted to disclose and transfer to the Purchaser all human resources and payroll information in the Debtor's records pertaining to the Debtor's past and current employees. The Purchaser shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by the Debtor.
17. Notwithstanding:
  - (a) the pendency of these proceedings;
  - (b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of the Debtor and any bankruptcy order issued pursuant to such applications;
  - (c) any assignment in bankruptcy made in respect of the Debtor; and
  - (d) the provisions of any federal statute, provincial statute or any other law or rule of equity,

the vesting of any of the Purchased Assets in the Purchaser pursuant to this Order and the obligations of the Debtor under the Sale Agreement shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtor and shall not be void or voidable by creditors of the Debtor, nor shall it constitute nor be deemed to be a settlement, fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3 or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

18. The Transaction is exempt from any requirement under any applicable federal or provincial law to obtain shareholder approval and is exempt from the application of any bulk sales legislation in any Canadian province or territory.

#### MISCELLANEOUS MATTERS

19. The Receiver, the Purchaser and any other interested party shall be at liberty to apply for further advice, assistance and directions as may be necessary in order to give full force and effect to the terms of this Order and to assist and aid the parties in closing the Transaction, including, without limitation, an application to the Court to deal with interests which are registered against title to the Real Property after the time of the granting of this Order.
20. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders as to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.
21. Service of this Order on any party not attending this application is hereby dispensed with. Rule 10-4(2) of *The King's Bench Rules* is hereby waived. Parties attending this application shall be served in accordance with the Electronic Case Information and Service Protocol adopted in the Receivership Order.

ISSUED at Saskatoon, Saskatchewan, this 2<sup>nd</sup> day of November 2023.

  
(Deputy) Local Registrar

#### CONTACT INFORMATION AND ADDRESS FOR SERVICE

Name of firm:	McDougall Gauley LLP
Lawyers in charge of file:	Ian A. Sutherland, K.C. / Craig Frith
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SCHEDULE "A"  
FORM OF RECEIVER'S CERTIFICATE

COURT FILE NUMBER KBG-SA-00151-2022

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JUDICIAL CENTRE SASKATOON

IN THE MATTER OF THE RECEIVERSHIP OF ABBEY RESOURCES CORP.

RECEIVER'S CERTIFICATE

RECITALS

- A. Pursuant to an Order of the Honourable Justice G.M. Meschishnick of the Court of Queen's Bench of Saskatchewan (the "**Court**") dated February 28, 2023, MNP Ltd. was appointed as the receiver (the "**Receiver**") of the assets, undertakings and property of Abbey Resources Corp. (the "**Debtor**").
- B. Pursuant to an Order of the Court dated November 2, 2023, the Court approved the agreement of purchase and sale made as of September 25, 2023 (the "**Sale Agreement**") between the Receiver and You First Energy Inc. (the "**Purchaser**") and provided for the vesting in the Purchaser of the Debtor's right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in section \* of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.
- C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Sale Agreement.

**THE RECEIVER CERTIFIES** the following:

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

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

Per; \_\_\_\_\_  
Name:  
Title:

## SCHEDULE "B"

### THE PURCHASED ASSETS

#### Part I - Interests registered in the name of the Debtor to be vested in the name of Purchaser

<b>Interest Register Number</b>	<b>Instrument</b>	<b>Interest Holder</b>
108470459	Miscellaneous Interest	Abbey Resources Corp.
108475780	Miscellaneous Interest	Abbey Resources Corp.
114072409	Pipelines Act - Easement	Abbey Resources Corp.
108284991	Lease – 10 years or more	Abbey Resources Corp.
108292226	Miscellaneous Interest	Abbey Resources Corp.
108624764	Miscellaneous Interest	Abbey Resources Corp.
109027661	Miscellaneous Interest	Abbey Resources Corp.
110292386	Lease – 10 years or more	Abbey Resources Corp.
108642089	Miscellaneous Interest	Abbey Resources Corp.
108646959	Miscellaneous Interest	Abbey Resources Corp.
108647039	Miscellaneous Interest	Abbey Resource Corp.
108649558	Miscellaneous Interest	Abbey Resources Corp.
108666434	Miscellaneous Interest	Abbey Resources Corp.
109355463	Miscellaneous Interest	Abbey Resources Corp.
109370134	Miscellaneous Interest	Abbey Resources Corp.
109388986	Miscellaneous Interest	Abbey Resources Corp.
112749071	Pipelines Act – Easement	Abbey Resources Corp.
112780649	Pipelines Act - Easement	Abbey Resources Corp.

112780672	Pipelines Act - Easement	Abbey Resources Corp.
112869793	Lease – 10 years or more	Abbey Resources Corp.
108647400	Miscellaneous Interest	Abbey Resources Corp.
108647422	Miscellaneous Interest	Abbey Resources Corp.
112612711	Lease – 10 years or more	Abbey Resources Corp.
110135461	Miscellaneous Interest	Abbey Resources Corp.
108830459	Miscellaneous Interest	Abbey Resources Corp.
109370819	Miscellaneous Interest	Abbey Resources Corp.
110238757	Miscellaneous Interest	Abbey Resources Corp.
110193342	Miscellaneous Interest	Abbey Resources Corp.
108666300	Miscellaneous Interest	Abbey Resources Corp.
109155742	Miscellaneous Interest	Abbey Resources Corp.
108661327	Miscellaneous Interest	Abbey Resources Corp.
109141994	Miscellaneous Interest	Abbey Resources Corp.
113858871	Miscellaneous Interest	Abbey Resources Corp.
110238533	Miscellaneous Interest	Abbey Resources Corp.
112630542	Lease – 10 years or more	Abbey Resources Corp.
112750679	Pipelines Act - Easement	Abbey Resources Corp.
114179036	Lease – 10 years or more	Abbey Resources Corp.
108647770	Miscellaneous Interest	Abbey Resources Corp.
110163686	Miscellaneous Interest	Abbey Resources Corp.
110268345	Miscellaneous Interest	Abbey Resources Corp.
112558956	Lease – 10 years or more	Abbey Resources Corp.
112558978	Lease – 10 years or more	Abbey Resources Corp.



108647703	Miscellaneous Interest	Abbey Resources Corp.
108830235	Miscellaneous Interest	Abbey Resources Corp.
112612777	Lease – 10 years or more	Abbey Resources Corp.
112612755	Lease – 10 years or more	Abbey Resources Corp.
112625557	Pipelines Act - Easement	Abbey Resources Corp.
114072296	Pipelines Act - Easement	Abbey Resources Corp.
114179126	Lease – 10 years or more	Abbey Resources Corp.
114163714	Pipelines Act - Easement	Abbey Resources Corp.
114072230	Pipelines Act - Easement	Abbey Resources Corp.
110192598	Miscellaneous Interest	Abbey Resources Corp.
114090005	Pipelines Act – Easement	Abbey Resources Corp.
108398043	Miscellaneous Interest	Abbey Resources Corp.
108470639	Miscellaneous Interest	Abbey Resources Corp.
108470550	Miscellaneous Interest	Abbey Resources Corp.
114072364	Pipelines Act – Easement	Abbey Resources Corp.
114180083	Lease – 10 years or more	Abbey Resources Corp.
114112279	Pipelines Act – Easement	Abbey Resources Corp.
114163770	Pipelines Act – Easement	Abbey Resources Corp.
108470572	Miscellaneous Interest	Abbey Resources Corp.
110192756	Miscellaneous Interest	Abbey Resources Corp.
110163866	Miscellaneous Interest	Abbey Resources Corp.
108427888	Miscellaneous Interest	Abbey Resources Corp.
114072285	Pipelines Act – Easement	Abbey Resources Corp.
108462753	Lease – 10 years or more	Abbey Resources Corp.

110192565	Miscellaneous Interest	Abbey Resources Corp.
110193757	Miscellaneous Interest	Abbey Resources Corp.
114112336	Pipelines Act – Easement	Abbey Resources Corp.
115107689	Lease – 10 years or more	Abbey Resources Corp.
110163978	Miscellaneous Interest	Abbey Resources Corp.
113332339	Miscellaneous Interest	Abbey Resources Corp.
113333262	Miscellaneous Interest	Abbey Resources Corp.
114072465	Pipelines Act – Easement	Abbey Resources Corp.
115107331	Lease – 10 years or more	Abbey Resources Corp.
114944834	Miscellaneous Interest	Abbey Resources Corp.
114945149	Miscellaneous Interest	Abbey Resources Corp.
114975962	Miscellaneous Interest	Abbey Resources Corp.
110211040	Lease – 10 years or more	Abbey Resources Corp.
110292375	Lease – 10 years or more	Abbey Resources Corp.
110292421	Pipelines Act – Easement	Abbey Resources Corp.
110396257	Lease – 10 years or more	Abbey Resources Corp.
104999013	CNV Caveat	Abbey Resources Corp.
109995047	Lease – 10 years or more	Abbey Resources Corp.
110292690	Pipelines Act – Easement	Abbey Resources Corp.
110293703	Lease – 10 years or more	Abbey Resources Corp.
110396314	Lease – 10 years or more	Abbey Resources Corp.
106842191	CNV Caveat	Abbey Resources Corp.
106842203	CNV Caveat	Abbey Resources Corp.
109458490	Lease – 10 years or more	Abbey Resources Corp.

109644644	Lease – 10 years or more	Abbey Resources Corp.
110231761	Lease – 10 years or more	Abbey Resources Corp.
113316308	Pipelines Act – Easement	Abbey Resources Corp.
114858399	Pipelines Act – Easement	Abbey Resources Corp.
109355531	Miscellaneous Interest	Abbey Resources Corp.
109417451	Miscellaneous Interest	Abbey Resources Corp.
108647006	Miscellaneous Interest	Abbey Resources Corp.
109371203	Miscellaneous Interest	Abbey Resources Corp.
112750567	Pipelines Act – Easement	Abbey Resources Corp.
114072421	Pipelines Act – Easement	Abbey Resources Corp.
114072410	Pipelines Act – Easement	Abbey Resources Corp.
114179957	Lease – 10 years or more	Abbey Resources Corp.
114163691	Pipelines Act – Easement	Abbey Resources Corp.
105519584	Lease – 10 years or more	Abbey Resources Corp.
106458172	Lease – 10 years or more	Abbey Resources Corp.
109796462	Lease – 10 years or more	Abbey Resources Corp.
109837514	Lease – 10 years or more	Abbey Resources Corp.
110389248	Lease – 10 years or more	Abbey Resources Corp.
105445098	Lease – 10 years or more	Abbey Resources Corp.
106821457	Lease – 10 years or more	Abbey Resources Corp.
109169309	Miscellaneous Interest	Abbey Resources Corp.
109210373	Miscellaneous Interest	Abbey Resources Corp.
109140117	Miscellaneous Interest	Abbey Resources Corp.
109371382	Miscellaneous Interest	Abbey Resources Corp.

109141646	Miscellaneous Interest	Abbey Resources Corp.
108647725	Miscellaneous Interest	Abbey Resources Corp.
109371348	Miscellaneous Interest	Abbey Resources Corp.
109371528	Miscellaneous Interest	Abbey Resources Corp.
110154181	Miscellaneous Interest	Abbey Resources Corp.
110154204	Miscellaneous Interest	Abbey Resources Corp.
110298449	Lease – 10 years or more	Shackleton 2011 GP Inc.
110292342	Lease – 10 years or more	Shackleton 2011 GP Inc.

**Part II – Federal (Canada) Crown Mineral Leases recorded in the name of the Debtor to be vested in the name of the Purchaser**

<b>Crown Lease Number</b>	<b>Legal Land Description and Rights</b>	<b>Holder</b>	<b>Vendor's Interest</b>
CL-0001	<p>Petroleum and Natural Gas from top Milk River to base Milk River formation</p> <p>Section 33, NE¼ 36, S½ 36, NW¼ 36, all in Township 21, Range 19, West 3</p> <p>Section 3, N½ 04, SE¼ 04, W½ 06, N½ 07, SW¼ 07, W½ 08, NE¼ 09, S½ 10, NW¼ 10, NE¼ 10, Section 15, E½ 16, NE¼ 18, S½ 18, NW¼ 18, Section 20, W½ 21, Section 23, Section 24, NW¼ 25, S½ 25, Section 26, Section 29, Section 30, Section 31, Section 32 all in Township 22, Range 19, West 3</p> <p>Section 1, Section 10, Section 11, Section 12,</p>	Abbey Resources Corp.	100%

	Section 13, Section 14 all in Township 22, Range 20, West 3		
	LSDS 4, 5, 6, 12 and 13 in Section 5, Township 22, Range 18, West 3		

**Part III - Federal (Canada) Crown Surface Leases recorded in the name of the Debtor to be vested in the name of the Purchaser**

<b>Crown Surface Lease Number</b>	<b>Legal Land Description</b>	<b>Holder</b>
OS-5900	NE 36-21-19 W3M	Abbey Resources Corp.
OS-5901	NW 33-21-19 W3M	Abbey Resources Corp.
OS-5902	NE 33-21-19 W3M	Abbey Resources Corp.
OS-5903	SW 11-22-20 W3M	Abbey Resources Corp.
OS-5911	NW 36-21-19 W3M	Abbey Resources Corp.
OS-5912	SE 36-21-19 W3M	Abbey Resources Corp.
OS-5913	SW 36-21-19 W3M	Abbey Resources Corp.
OS-5914	SE 33-21-19 W3M	Abbey Resources Corp.
OS-5915	SW 33-21-19 W3M	Abbey Resources Corp.
OS-6076	N½ 03-22-19 W3M	Abbey Resources Corp.
OS-6085	NW 25-22-19 W3M NE 26-22-19 W3M	Abbey Resources Corp.
OS-6077	SE 15-22-19 W3M	Abbey Resources Corp.
OS-6083	SW 25-22-19 W3M	Abbey Resources Corp.
OS-6086	NW 26-22-19 W3M	Abbey Resources Corp.
OS-6087	N½ 26-22-19 W3M	Abbey Resources Corp.
OS-6084	SE 29-22-19 W3M	Abbey Resources Corp.

OS-6120	E½ 04-22-19 W3M	Abbey Resources Corp.
OS-6078	SW 20-22-19 W3M	Abbey Resources Corp.
OS-6079	SE 20-22-19 W3M NE 20-22-19 W3M	Abbey Resources Corp.
OS-6091	S½ 30-22-19 W3M	Abbey Resources Corp.
OS-6081	N½ 20-22-19 W3M S½ 29-22-19 W3M	Abbey Resources Corp.
OS-6082	SW 21-22-19 W3M	Abbey Resources Corp.
OS-6088	NE 30-22-19 W3M NW 29-22-19 W3M	Abbey Resources Corp.
OS-6090	SE 30-22-19 W3M SW 29-22-19 W3M	Abbey Resources Corp.
OS-6080	NW 20-22-19 W3M	Abbey Resources Corp.
OS-6089	SW 29-22-19 W3M	Abbey Resources Corp.
OS-6125	SW15-22-19 W3M	Abbey Resources Corp.
OS-6124	SW 05-22-18 W3M	Abbey Resources Corp.
OS-6140	NW 05-22-18 W3M	Abbey Resources Corp.
OS-6126	N½ 03-22-19 W3M	Abbey Resources Corp.
OS-6127	NE 15-22-19 W3M	Abbey Resources Corp.
OS-6128	S½ 16-22-19 W3M	Abbey Resources Corp.
OS-6129	NE 16-22-19 W3M	Abbey Resources Corp.
OS-6130	S½ 23-22-19 W3M	Abbey Resources Corp.
OS-6131	SE 23-22-19 W3M	Abbey Resources Corp.
OS-6132	N½ 23-22-19 W3M	Abbey Resources Corp.
OS-6133	NE 23-22-19 W3M NW 24-22-19 W3M	Abbey Resources Corp.
OS-6134	SW 24-22-19 W3M E½ 24-22-19 W3M	Abbey Resources Corp.
OS-6135	SE 24-22-19 W3M	Abbey Resources Corp.
OS-6136	NW 24-22-19 W3M	Abbey Resources Corp.

OS-6137	NE 24-22-19 W3M	Abbey Resources Corp.
OS-6138	SW 26-22-19 W3M	Abbey Resources Corp.
OS-6139	S½ 26-22-19 W3M	Abbey Resources Corp.
OS-6118	SE 15-22-19 W3M	Abbey Resources Corp.
OS-6117	NW 15-22-19 W3M	Abbey Resources Corp.
OS-6119	SE 15-22-19 W3M	Abbey Resources Corp.
OS-6163	SW 23-22-19 W3M	Abbey Resources Corp.
OS-6103	N½ 30-22-19 W3M	Abbey Resources Corp.
OS-5899	SE 03-22-19 W3M	Abbey Resources Corp.
OS-5905	NW 04-22-19 W3M	Abbey Resources Corp.
OS-5906	SE 04-22-19 W3M SW 03-22-19 W3M	Abbey Resources Corp.
OS-5910	S½ 03-22-19 W3M NW 03-22-19 W3M	Abbey Resources Corp.
OS-6205	W½ 21-22-19 W3M	Abbey Resources Corp.
OS-6206	SW 15-22-19 W3M	Abbey Resources Corp.
OS-6279	NE 07-22-19 W3M	Abbey Resources Corp.
OS-6278	SW 07-22-19 W3M	Abbey Resources Corp.
OS-6285	SE 12-22-20 W3M	Abbey Resources Corp.
OS-6289	SW 12-22-20 W3M	Abbey Resources Corp.
OS-6291	W½ 12-22-20 W3M	Abbey Resources Corp.
OS-6290	SE 11-22-20 W3M	Abbey Resources Corp.
OS-6292	SE 14-22-20 W3M SW 13-22-20 W3M	Abbey Resources Corp.
OS-6229	SW 15-22-19 W3M	Abbey Resources Corp.
OS-6230	SW 21-22-19 W3M	Abbey Resources Corp.
OS-6288	SW 06-22-19 W3M	Abbey Resources Corp.

OS-6451	NE 29-22-19 W3M SE 32-22-19 W3M	Abbey Resources Corp.
OS-6459	NW 29-22-19 W3M	Abbey Resources Corp.
OS-6460	SE 18-22-19 W3M	Abbey Resources Corp.
OS-6461	NE 18-22-19 W3M	Abbey Resources Corp.
OS-6309	E½ 18-22-19 W3M	Abbey Resources Corp.
OS-6286	N½ 18-22-19 W3M	Abbey Resources Corp.
OS-6462	SW 31-22-19 W3M	Abbey Resources Corp.
OS-6463	SE 31-22-19 W3M	Abbey Resources Corp.
OS-6287	SW 08-22-19 W3M	Abbey Resources Corp.
OS-6450	NW 31-22-19 W3M	Abbey Resources Corp.
OS-6298	NE 11-22-20 W3M NW 12-22-20 W3M SE 14-22-20 W3M	Abbey Resources Corp.
OS-6449	NE 31-22-19 W3M	Abbey Resources Corp.
OS-6472	W½ 32-22-19 W3M	Abbey Resources Corp.
OS-6448	SE 32-22-19 W3M	Abbey Resources Corp.
OS-6464	NW 32-22-19 W3M	Abbey Resources Corp.
OS-6447	NE 32-22-19 W3M	Abbey Resources Corp.
OS-6465	W½ 01-22-20 W3M NE 01-22-20 W3M	Abbey Resources Corp.
OS-6308	SE 01-22-20 W3M	Abbey Resources Corp.
OS-6446	NW 01-22-20 W3M E½ 01-22-20 W3M	Abbey Resources Corp.
OS-6284	NE 01-22-20 W3M	Abbey Resources Corp.
OS-6445	SE 10-22-20 W3M	Abbey Resources Corp.
OS-6444	NW 10-22-20 W3M	Abbey Resources Corp.
OS-6452	NE 10-22-20 W3M	Abbey Resources Corp.



OS-6467	NW 11-22-20 W3M	Abbey Resources Corp.
OS-6280	NE 13-22-20 W3M	Abbey Resources Corp.
OS-6468	W½ 14-22-20 W3M	Abbey Resources Corp.
OS-6473	NW 14-22-19 W3M	Abbey Resources Corp.
OS-6474	NW 14-22-19 W3M	Abbey Resources Corp.
OS-6443	SW 12-22-20 W3M	Abbey Resources Corp.
OS-6476	NE 18-22-19 W3M	Abbey Resources Corp.
TS-3249	NW 29-22-19 W3M NE 30-22-19 W3M	Abbey Resources Corp.
TS-3248	NW 29-22-19 W3M SE 31-22-19 W3M	Abbey Resources Corp.

**Part IV – Federal (Canada) Crown Easement Agreements recorded in the name of the Debtor to be vested in the name of the Purchaser**

<b>Crown Surface Lease Number</b>	<b>Legal Land Description</b>	<b>Holder</b>
RW-4263	N½ 20-22-19 W3M S½ 29-22-19 W3M	Abbey Resources Corp.
RW-4264	Section 15-22-19 W3M E½ 16-22-19 W3M	Abbey Resources Corp.
RW-4266	S½ 29-22-19 W3M	Abbey Resources Corp.
RW-4267	SW 29-22-19 W3M Section 30-22-19 W3M	Abbey Resources Corp.
RW-4268	SW 25-22-19 W3M S½ 26-22-19 W3M	Abbey Resources Corp.
RW-4269	SE 25-22-19 W3M	Abbey Resources Corp.
RW-4270	SE 25-22-19 W3M	Abbey Resources Corp.
RW-4271	NW 25-22-19 W3M N½ 26-22-19 W3M SW 26-22-19 W3M Section 23-22-19 W3M	Abbey Resources Corp.
RW-4272	SW 20-22-19 W3M	Abbey Resources Corp.
RW-4273	SW 20-22-19 W3M	Abbey Resources Corp.

RW-4274	NE 10-22-19 W3M SE 15-22-19 W3M	Abbey Resources Corp.
RW-4277	E½ 20-22-19 W3M W½ 21-22-19 W3M	Abbey Resources Corp.
RW-4287	NE 36-21-19 W3M	Abbey Resources Corp.
RW-4359	SW 29-22-19 W3M	Abbey Resources Corp.
RW-4360	SW 29-22-19 W3M	Abbey Resources Corp.
RW-4358	SW 20-22-19 W3M	Abbey Resources Corp.
RW-4351	NE 07-22-19 W3M	Abbey Resources Corp.
RW-4352	W½ 07-22-19 W3M	Abbey Resources Corp.
RW-4355	W½ 07-22-19 W3M	Abbey Resources Corp.
RW-4356	NE 11-22-20 W3M SE 13-22-20 W3M SW 14-22-20 W3M	Abbey Resources Corp.
RW-4354	S½ 11-22-20 W3M W½ 12-22-20 W3M	Abbey Resources Corp.
RW-4353	NW 11-22-20 W3M	Abbey Resources Corp.
RW-4357	W½ 14-22-20 W3M	Abbey Resources Corp.
RW-4342	NE 10-22-19 W3M	Abbey Resources Corp.
RW-4341	SW 15-22-19 W3M	Abbey Resources Corp.
RW-4340	S½ 23-22-19 W3M S½ 24-22-19 W3M NE 24-22-19 W3M	Abbey Resources Corp.
RW-4339	N½ 23-22-19 W3M N½ 24-22-19 W3M	Abbey Resources Corp.
RW-4338	W½ 05-22-18 W3M	Abbey Resources Corp.
RW-4211	S½ 23-21-19 W3M NW 23-21-19 W3M NE 33-21-19 W3M Section 03-22-19 W3M SE 04-22-19 W3M N½ 04-22-19 W3M	Abbey Resources Corp.
RW-4213	Section 36-21-19 W3M	Abbey Resources Corp.

RW-4434	N½ 32-22-18 W3M	Abbey Resources Corp.
RW-4435	NE 29-22-19 W3M SE 32-22-19 W3M	Abbey Resources Corp.
RW-4430	NW 18-22-19 W3M NE 13-22-20 W3M	Abbey Resources Corp.
RW-4429	NW 10-22-20 W3M	Abbey Resources Corp.
RW-4428	E½ 10-22-20 W3M	Abbey Resources Corp.
RW-4427	Section 01-22-20 W3M W½ 06-22-19 W3M	Abbey Resources Corp.
RW-4431	SW 08-22-19 W3M	Abbey Resources Corp.
RW-4433	W½ 31-22-19 W3M	Abbey Resources Corp.
RW-4432	NE 31-22-19 W3M	Abbey Resources Corp.
RW-4440	SE 31-22-19 W3M	Abbey Resources Corp.
RW-4441	SW 32-22-19 W3M	Abbey Resources Corp.
RW-4442	NW 29-22-19 W3M	Abbey Resources Corp.
RW-4443	NW 29-22-19 W3M	Abbey Resources Corp.
RW-4444	E½ 18-22-19 W3M	Abbey Resources Corp.
RW-4445	SW 10-22-20 W3M	Abbey Resources Corp.

**Part V - Saskatchewan Crown Leases recorded in the name of the Debtor to be vested in the name of Purchaser**

<b>Crown Lease Number</b>	<b>Legal Land Description and Rights</b>	<b>Holder</b>	<b>Vendor's Interest</b>
PN54800	Undivided 100% Crown interest in Oil and Gas from Top Surface to Top Second White Speckled Shale  SE, Section 5, Township 22, Range 18, West 3	Abbey Resources Corp.	100%

	<p>NE, Section 5, Township 22, Range 18, West 3</p> <p>LSD 3, Section 5, Township 22, Range 18, West 3</p> <p>LSD 11, Section 5, Township 22, Range 18, West 3</p> <p>LSD 14, Section 5, Township 22, Range 18, West 3</p>		
PN57265	<p>Undivided 100% Crown Interest in Oil and Gas from Top Surface to Top Second White Speckled Shale.</p> <p>PTN, SE, Section 29, Township 22, Range 19, West 3, Portion Description ALL THAT PORTION TAKEN FOR ROAD RIGHT OF WAY.</p>	Abbey Resources Corp.	100%
PN57266	<p>Undivided 100% Crown Interest in Oil and Gas from Top Surface to Top Second White Speckled Shale</p> <p>PTN, SE, Section 36, Township 21, Range 19, West 3 , Portion Description ALL THAT PORTION TAKEN FOR ROAD RIGHT OF WAY.</p> <p>PTN, SW, Section 36, Township 21, Range 19, West 3, Portion Description ALL THAT PORTION TAKEN FOR ROAD RIGHT OF WAY.</p> <p>PTN, NW, Section 36, Township 21, Range 19,</p>	Abbey Resources Corp.	100%

	West 3, Portion Description ALL THAT PORTION TAKEN FOR ROAD RIGHT OF WAY.		
PN57267	Undivided 100% Crown Interest in Oil and Gas from Top Surface to Top Second White Speckled Shale  PTN, SW, Section 11, Township 22, Range 20, West 3, Portion Description ALL THAT PORTION TAKEN FOR ROAD RIGHT OF WAY.  PTN, NW, Section 11, Township 22, Range 20, West 3, Portion Description ALL THAT PORTION TAKEN FOR ROAD RIGHT OF WAY.	Abbey Resources Corp.	100%
PN58569	Undivided 100% Crown Interest in Oil and Gas from Top Surface to Top Second White Speckled Shale  PTN, SE, Section 20, Township 22, Range 19, West 3 , Portion Description ALL THAT PORTION TAKEN FOR ROADWAY.  PTN, SW, Section 20, Township 22, Range 19, West 3, Portion Description ALL THAT PORTION TAKEN FOR ROADWAY.  PTN, SW, Section 21, Township 22, Range 19, West 3, Portion Description	Abbey Resources Corp.	100%

	ALL THAT PORTION TAKEN FOR ROADWAY.		
PN58570	Undivided 100% Crown Interest in Oil and Gas from Top Surface to Top Second White Speckled Shale  PTN, NW, Section 26, Township 22, Range 19, West 3, Portion Description ALL THAT PORTION TAKEN FOR ROADWAY.	Abbey Resources Corp.	100%
PN58571	Undivided 100% Crown Interest in Oil and Gas from Top Surface to Top Second White Speckled Shale  PTN, SW, Section 30, Township 22, Range 19, West 3, Portion Description ALL THAT PORTION TAKEN FOR ROADWAY.	Abbey Resources Corp.	100%
PN58858	Undivided 100% Crown Interest in Oil and Gas from Top Surface to Top Second White Speckled Shale  PTN, SE, Section 15, Township 22, Range 19, West 3, Portion Description ALL THAT PORTION TAKEN FOR ROADWAY.	Abbey Resources Corp.	100%
PN58859	Undivided 100% Crown Interest in Oil and Gas from Top Surface to Top Second White Speckled Shale	Abbey Resources Corp.	100%

	<p>PTN, NW, Section 20, Township 22, Range 19, West 3, Portion Description ALL THAT PORTION TAKEN FOR ROADWAY.</p> <p>PTN, NE, Section 20, Township 22, Range 19, West 3, Portion Description ALL THAT PORTION TAKEN FOR ROADWAY.</p> <p>PTN, SW, Section 29, Township 22, Range 19, West 3, Portion Description ALL THAT PORTION TAKEN FOR ROADWAY.</p>		
PN59092	<p>Undivided 100% Crown Interest in Oil and Gas from Top Surface to Top Second White Speckled Shale</p> <p>PTN, LSD 6, Section 5, Township 22, Range 18, West 3, Portion Description ALL THAT PORTION TAKEN FOR ROADWAY.</p> <p>PTN, LSD 12, Section 5, Township 22, Range 18, West 3, Portion Description ALL THAT PORTION TAKEN FOR ROADWAY.</p>	Abbey Resources Corp.	100%
PN59093	<p>Undivided 100% Crown Interest in Oil and Gas from Top Surface to Top Second White Speckled Shale</p>	Abbey Resources Corp.	100%

	PTN, NW, Section 30, Township 22, Range 19, West 3, Portion Description ALL THAT PORTION TAKEN FOR ROADWAY.		
PN59094	<p>Undivided 100% Crown Interest in Oil and Gas from Top Surface to Top Second White Speckled Shale</p> <p>PTN, SE, Section 3, Township 22, Range 19, West 3, Portion Description ALL THAT PORTION TAKEN FOR ROADWAY.</p> <p>PTN, SW, Section 3, Township 22, Range 19, West 3, Portion Description ALL THAT PORTION TAKEN FOR ROADWAY.</p> <p>PTN, SE, Section 4, Township 22, Range 19, West 3, Portion Description ALL THAT PORTION TAKEN FOR ROADWAY.</p> <p>PTN, NW, Section 4, Township 22, Range 19, West 3, Portion Description ALL THAT PORTION TAKEN FOR ROADWAY.</p> <p>PTN, NE, Section 4, Township 22, Range 19, West 3, Portion Description ALL THAT PORTION TAKEN FOR ROADWAY.</p>	Abbey Resources Corp.	100%
PN59095	Undivided 100% Crown Interest in Oil and Gas from Top Surface to Top Second White Speckled	Abbey Resources Corp.	100%



	<p>Shale</p> <p>PTN, NW, Section 15, Township 22, Range 19, West 3, Portion Description ALL THAT PORTION TAKEN FOR ROADWAY.</p> <p>PTN, NE, Section 15, Township 22, Range 19, West 3, Portion Description ALL THAT PORTION TAKEN FOR ROADWAY.</p> <p>PTN, SE, Section 23, Township 22, Range 19, West 3, Portion Description ALL THAT PORTION TAKEN FOR ROADWAY.</p> <p>PTN, SW, Section 23, Township 22, Range 19, West 3, Portion Description ALL THAT PORTION TAKEN FOR ROADWAY.</p> <p>PTN, NW, Section 23, Township 22, Range 19, West 3, Portion Description ALL THAT PORTION TAKEN FOR ROADWAY.</p> <p>PTN, NE, Section 23, Township 22, Range 19, West 3, Portion Description ALL THAT PORTION TAKEN FOR ROADWAY.</p> <p>PTN, SE, Section 24, Township 22, Range 19,</p>		
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	<p>West 3, Portion Description ALL THAT PORTION TAKEN FOR ROADWAY.</p> <p>PTN, SW, Section 24, Township 22, Range 19, West 3, Portion Description ALL THAT PORTION TAKEN FOR ROADWAY.</p> <p>PTN, NW, Section 24, Township 22, Range 19, West 3, Portion Description ALL THAT PORTION TAKEN FOR ROADWAY.</p> <p>PTN, NE, Section 24, Township 22, Range 19, West 3, Portion Description ALL THAT PORTION TAKEN FOR ROADWAY.</p> <p>PTN, SE, Section 26, Township 22, Range 19, West 3, Portion Description ALL THAT PORTION TAKEN FOR ROADWAY.</p> <p>PTN, SW, Section 26, Township 22, Range 19, West 3, Portion Description ALL THAT PORTION TAKEN FOR ROADWAY.</p>		
PN60172	Undivided 100% Crown Interest in Oil and Gas from Top Surface to Top Second White Speckled Shale	Abbey Resources Corp.	100%

	<p>PTN, SW, Section 7, Township 22, Range 19, West 3, Portion Description WATER PORTION</p> <p>PTN, NW, Section 7, Township 22, Range 19, West 3, Portion Description WATER PORTION</p> <p>PTN, SE, Section 12, Township 22, Range 20, West 3, Portion Description WATER PORTION</p>		
PN60173	<p>Undivided 100% Crown Interest in Oil and Gas from Top Surface to Top Second White Speckled Shale</p> <p>PTN, NE, Section 10, Township 22, Range 19, West 3, Portion Description WATER PORTION</p> <p>PTN, SW, Section 15, Township 22, Range 19, West 3, Portion Description WATER PORTION</p> <p>PTN, NE, Section 16, Township 22, Range 19, West 3, Portion Description WATER PORTION</p>	Abbey Resources Corp.	100%
PN60174	<p>Undivided 100% Crown Interest in Oil and Gas from Top Surface to Top Second White Speckled Shale</p> <p>PTN, NE, Section 7, Township 22, Range 19, West 3, Portion Description WATER PORTION</p>	Abbey Resources Corp.	100%

<p>PN60175</p>	<p>Undivided 100% Crown Interest in Oil and Gas from Top Surface to Top Second White Speckled Shale</p> <p>PTN, SE, Section 11, Township 22, Range 20, West 3, Portion Description WATER PORTION</p> <p>PTN, SW, Section 12, Township 22, Range 20, West 3, Portion Description WATER PORTION</p>	<p>Abbey Resources Corp.</p>	<p>100%</p>
<p>PN62148</p>	<p>Undivided 100% Crown Interest in Oil and Gas from Top Surface to Top Second White Speckled Shale</p> <p>PTN, NW, Section 31, Township 22, Range 19, West 3, Portion Description ALL THAT PORTION TAKEN FOR ROADWAY</p> <p>PTN, NE, Section 31, Township 22, Range 19, West 3, Portion Description ALL THAT PORTION TAKEN FOR ROADWAY</p> <p>PTN, NW, Section 32, Township 22, Range 19, West 3, Portion Description ALL THAT PORTION TAKEN FOR ROADWAY</p> <p>PTN, NE, Section 32, Township 22, Range 19, West 3, Portion Description ALL THAT</p>	<p>Abbey Resources Corp.</p>	<p>100%</p>

	PORTION TAKEN FOR ROADWAY		
PN62152	<p>Undivided 100% Crown Interest in Oil and Gas from Top Surface to Top Second White Speckled Shale</p> <p>PTN, NW, Section 6, Township 22, Range 19, West 3, Portion Description ALL THAT PORTION TAKEN FOR ROADWAY</p> <p>PTN, SE, Section 1, Township 22, Range 20, West 3, Portion Description ALL THAT PORTION TAKEN FOR ROADWAY</p> <p>PTN, NE, Section 1, Township 22, Range 20, West 3, Portion Description ALL THAT PORTION TAKEN FOR ROADWAY</p>	Abbey Resources Corp.	100%
PN62153	<p>Undivided 100% Crown Interest in Oil and Gas from Top Surface to Top Second White Speckled Shale</p> <p>PTN, LSD 3, Section 18, Township 22, Range 19, West 3, Portion Description THAT PORTION SHOWN AS PARCEL J ON THE PLAN OF RECORD IN THE SASKATCHEWAN LAND SURVEYS DIRECTORY AS #101916581</p>	Abbey Resources Corp.	100%
PN62154	Undivided 100% Crown Interest in Oil and Gas from Top Surface to Top Second White Speckled	Abbey Resources Corp.	100%

	<p>Shale</p> <p>PTN, NE, Section 29, Township 22, Range 19, West 3, Portion Description ALL THAT PORTION TAKEN FOR ROADWAY</p>		
PN62155	<p>Undivided 100% Crown Interest in Oil and Gas from Top Surface to Top Second White Speckled Shale</p> <p>PTN, SE, Section 10, Township 22, Range 20, West 3 , Portion Description ALL THAT PORTION TAKEN FOR ROADWAY</p> <p>PTN, NW, Section 10, Township 22, Range 20, West 3, Portion Description ALL THAT PORTION TAKEN FOR ROADWAY</p>	Abbey Resources Corp.	100%
PN62167	<p>Undivided 100% Crown Interest in Oil and Gas from Top Surface to Top Second White Speckled Shale</p> <p>PTN, SW, Section 10, Township 22, Range 20, West 3, Portion Description ALL THAT PORTION SHOWN AS ROADWAY AND RIGHT OF WAY.</p>	Abbey Resources Corp.	100%
PN62168	<p>Undivided 100% Crown Interest in Oil and Gas from Top Surface to Top Second White Speckled Shale</p>	Abbey Resources Corp.	100%

	<p>PTN, SE, Section 18, Township 22, Range 19, West 3, Portion Description ALL THAT PORTION TAKEN FOR ROADWAY.</p> <p>PTN, NE, Section 18, Township 22, Range 19, West 3, Portion Description ALL THAT PORTION TAKEN FOR ROADWAY.</p>		
PN62169	<p>Undivided 100% Crown Interest in Oil and Gas from Top Surface to Top Second White Speckled Shale</p> <p>PTN, NW, Section 29, Township 22, Range 19, West 3, Portion Description ALL THAT PORTION TAKEN FOR ROADWAY.</p> <p>PTN, SE, Section 31, Township 22, Range 19, West 3, Portion Description ALL THAT PORTION TAKEN FOR ROADWAY.</p> <p>PTN, SW, Section 32, Township 22, Range 19, West 3, Portion Description ALL THAT PORTION TAKEN FOR ROADWAY.</p>	Abbey Resources Corp.	100%

**Part VI - Well Licences, Facility Licences and Pipeline Licences recorded in the name of the Debtor to be vested in the name of Purchaser**

**Well Licences**

<b>CWI</b>	<b>Licence #</b>	<b>Licensee</b>	<b>Surface Location</b>	<b>Well Status</b>
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SK0086878	06A252	35547 – Abbey Resources Corp.	05-33-021-19W3	Abandoned
SK0090833	06L308	35547 – Abbey Resources Corp.	05-33-021-19W3	Active
SK0086895	06A270	35547 – Abbey Resources Corp.	08-33-021-19W3	Active
SK0086894	06A269	35547 – Abbey Resources Corp.	14-33-021-19W3	Active
SK0086879	06A253	35547 – Abbey Resources Corp.	16-33-021-19W3	Active
SK0086963	06B024	35547 – Abbey Resources Corp.	06-36-021-19W3	Active
SK0086964	06B025	35547 – Abbey Resources Corp.	08-36-021-19W3	Active
SK0086962	06B023	35547 – Abbey Resources Corp.	14-36-021-19W3	Active
SK0086896	06A271	35547 – Abbey Resources Corp.	16-36-021-19W3	Active
SK0091495	07B213	35547 – Abbey Resources Corp.	06-05-022-18W3	Active
SK0091494	07B212	35547 – Abbey Resources Corp.	13-05-022-18W3	Active
SK0091463	07B181	35547 – Abbey Resources Corp.	06-03-022-19W3	Active
SK0091462	07B180	35547 – Abbey Resources Corp.	08-03-022-19W3	Active
SK0086888	06A262	35547 – Abbey Resources Corp.	09-03-022-19W3	Active
SK0091358	07B076	35547 – Abbey Resources Corp.	15-03-022-19W3	Active
SK0091476	07B194	35547 – Abbey Resources Corp.	08-04-022-19W3	Active
SK0091475	07B193	35547 – Abbey Resources Corp.	11-04-022-19W3	Active
SK0091492	07B210	35547 – Abbey Resources Corp.	16-04-022-19W3	Active



SK0099570	08L088	35547 – Abbey Resources Corp.	06-06-022-19W3	Active
SK0099154	08K038	35547 – Abbey Resources Corp.	14-06-022-19W3	Active
SK0094637	07L164	35547 – Abbey Resources Corp.	06-07-022-19W3	Active
SK0094655	07L182	35547 – Abbey Resources Corp.	15-07-022-19W3	Active
SK0094820	08A107	35547 – Abbey Resources Corp.	15-07-022-19W3	Active
SK0099225	08K109	35547 – Abbey Resources Corp.	03-08-022-19W3	Active
SK0094724	08A011	35547 – Abbey Resources Corp.	06-17-022-19W3	Active
SK0094638	07L165	35547 – Abbey Resources Corp.	04-15-022-19W3	Active
SK0095063	08A350	35547 – Abbey Resources Corp.	16-04-022-19W3	Active
SK0094718	08A005	35547 – Abbey Resources Corp.	12-11-022-19W3	Active
SK0094757	08A044	35547 – Abbey Resources Corp.	02-15-022-19W3	Active
SK0094657	07L184	35547 – Abbey Resources Corp.	01-15-022-19W3	Active
SK0094680	07L207	35547 – Abbey Resources Corp.	06-15-022-19W3	Active
SK0090786	06L261	35547 – Abbey Resources Corp.	08-15-022-19W3	Active
SK0091636	07C049	35547 – Abbey Resources Corp.	11-15-022-19W3	Active
SK0091642	07C055	35547 – Abbey Resources Corp.	16-15-022-19W3	Active
SK0094658	07L185	35547 – Abbey Resources Corp.	08-16-022-19W3	Active
SK0094636	07L163	35547 – Abbey Resources Corp.	16-16-022-19W3	Active

SK0099416	08K300	35547 – Abbey Resources Corp.	10-18-022-19W3	Active
SK0099903	09A112	35547 – Abbey Resources Corp.	08-18-022-19W3	Active
SK0099417	08K301	35547 – Abbey Resources Corp.	15-18-022-19W3	Active
SK0099904	09A113	35547 – Abbey Resources Corp.	16-18-022-19W3	Active
SK0090589	06L064	35547 – Abbey Resources Corp.	06-20-022-19W3	Active
SK0090533	06L008	35547 – Abbey Resources Corp.	08-20-022-19W3	Active
SK0090861	06L336	35547 – Abbey Resources Corp.	14-20-022-19W3	Active
SK0091104	07A221	35547 – Abbey Resources Corp.	16-20-022-19W3	Active
SK0090535	06L010	35547 – Abbey Resources Corp.	06-21-022-19W3	Active
SK0094850	08A137	35547 – Abbey Resources Corp.	12-21-022-19W3	Active
SK0091471	07B189	35547 – Abbey Resources Corp.	06-23-022-19W3	Active
SK0091472	07B190	35547 – Abbey Resources Corp.	08-23-022-19W3	Active
SK0091470	07B188	35547 – Abbey Resources Corp.	14-23-022-19W3	Active
SK0091469	07B187	35547 – Abbey Resources Corp.	16-23-022-19W3	Active
SK0091468	07B186	35547 – Abbey Resources Corp.	06-24-022-19W3	Active
SK0091493	07B211	35547 – Abbey Resources Corp.	08-24-022-19W3	Active
SK0091635	07C048	35547 – Abbey Resources Corp.	14-24-022-19W3	Active
SK0091452	07B170	35547 – Abbey Resources Corp.	16-24-022-19W3	Active

SK0090617	06L092	35547 – Abbey Resources Corp.	06-25-022-19W3	Active
SK0090862	06L337	35547 – Abbey Resources Corp.	05-30-022-18W3	Active
SK0090616	06L091	35547 – Abbey Resources Corp.	14-25-022-19W3	Active
SK0091450	07B168	35547 – Abbey Resources Corp.	06-26-022-19W3	Active
SK0091451	07B169	35547 – Abbey Resources Corp.	08-26-022-19W3	Active
SK0090534	06L009	35547 – Abbey Resources Corp.	14-26-022-19W3	Active
SK0090538	06L013	35547 – Abbey Resources Corp.	16-26-022-19W3	Active
SK0090785	06L260	35547 – Abbey Resources Corp.	06-29-022-19W3	Active
SK0090774	06L249	35547 – Abbey Resources Corp.	08-29-022-19W3	Active
SK0099902	09A111	35547 – Abbey Resources Corp.	14-29-022-19W3	Active
SK0099279	08K163	35547 – Abbey Resources Corp.	16-29-022-19W3	Active
SK0090615	06L090	35547 – Abbey Resources Corp.	03-30-022-19W3	Active
SK0090537	06L012	35547 – Abbey Resources Corp.	08-30-022-19W3	Active
SK0091453	07B171	35547 – Abbey Resources Corp.	14-30-022-19W3	Active
SK0095048	08A335	35547 – Abbey Resources Corp.	14-30-022-19W3	Active
SK0090536	06L011	35547 – Abbey Resources Corp.	16-30-022-19W3	Active
SK0099160	08K044	35547 – Abbey Resources Corp.	06-31-022-19W3	Active
SK0099905	09A114	35547 – Abbey Resources Corp.	08-31-022-19W3	Active

SK0099701	08L219	35547 – Abbey Resources Corp.	13-31-022-19W3	Active
SK0099413	08K297	35547 – Abbey Resources Corp.	16-31-022-19W3	Active
SK0099683	08L201	35547 – Abbey Resources Corp.	08-32-022-19W3	Active
SK0099906	09A115	35547 – Abbey Resources Corp.	06-32-022-19W3	Active
SK0099702	08L220	35547 – Abbey Resources Corp.	14-32-022-19W3	Active
SK0099571	08L089	35547 – Abbey Resources Corp.	16-32-022-19W3	Active
SK0099569	08L087	35547 – Abbey Resources Corp.	06-01-022-20W3	Active
SK0099411	08K295	35547 – Abbey Resources Corp.	08-01-022-20W3	Active
SK0099568	08L086	35547 – Abbey Resources Corp.	14-01-022-20W3	Active
SK0099412	08K296	35547 – Abbey Resources Corp.	16-01-022-20W3	Active
SK0099893	09A102	35547 – Abbey Resources Corp.	06-10-022-20W3	Active
SK0099409	08K293	35547 – Abbey Resources Corp.	08-10-022-20W3	Active
SK0099415	08K299	35547 – Abbey Resources Corp.	14-10-022-20W3	Active
SK0099158	08K042	35547 – Abbey Resources Corp.	16-10-022-20W3	Active
SK0091435	07B153	35547 – Abbey Resources Corp.	06-11-022-20W3	Active
SK0094723	08A010	35547 – Abbey Resources Corp.	08-11-022-20W3	Active
SK0099449	08K333	35547 – Abbey Resources Corp.	14-11-022-20W3	Active
SK0095069	08A356	35547 – Abbey Resources Corp.	01-14-022-20W3	Active

SK0095118	08B030	35547 – Abbey Resources Corp.	06-12-022-20W3	Active
SK0094656	07L183	35547 – Abbey Resources Corp.	08-12-022-20W3	Active
SK0094811	08A098	35547 – Abbey Resources Corp.	08-12-022-20W3	Active
SK0094819	08A106	35547 – Abbey Resources Corp.	13-12-022-20W3	Active
SK0095049	08A336	35547 – Abbey Resources Corp.	08-14-022-20W3	Active
SK0099575	08L093	35547 – Abbey Resources Corp.	16-13-022-20W3	Active
SK0095050	08A337	35547 – Abbey Resources Corp.	08-14-022-20W3	Active
SK0099574	08L092	35547 – Abbey Resources Corp.	16-13-022-20W3	Active
SK0099168	08K052	35547 – Abbey Resources Corp.	05-14-022-20W3	Active
SK0094821	08A108	35547 – Abbey Resources Corp.	08-14-022-20W3	Active
SK0099572	08L090	35547 – Abbey Resources Corp.	14-14-022-20W3	Active
SK0099573	08L091	35547 – Abbey Resources Corp.	14-14-022-20W3	Active

#### Facility Licences

Licence #	Facility Type	Licencee Business Associate	Location	Status
5917	Gas Compression Facility	35547 – Abbey Resources Corp.	16-29-021-19W3	Issued

#### Pipeline Licences

Licence #	Licencee Business Associate	Licence Type	Licence Substance	Licence Status
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PL-00000666*	35547 – Abbey Resources Corp.	Flowline	Natural Gas	Issued
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\* Including 114 segments

**Part VII – Saskatchewan Crown Surface Lease Agreements administered by Saskatchewan Ministry of Agriculture recorded in the name of the Debtor to be vested in the name of the Purchaser**

<b>Crown Surface Lease Number</b>	<b>Legal Land Description</b>	<b>Holder</b>
218800	NW 31-21-18 W3M	Abbey Resources Corp.
218792	NW 31-21-18 W3M	Abbey Resources Corp.
234016	SW 30-22-18 W3M NW 19-22-18 W3M	Abbey Resources Corp.
233935	SE 22-22-19 W3M	Abbey Resources Corp.
233962	NE 28-22-19 W3M	Abbey Resources Corp.
233971	SW 28-22-19 W3M	Abbey Resources Corp.
233989	NW 19-22-18 W3M	Abbey Resources Corp.
233436	SE 02-22-19 W3M	Abbey Resources Corp.
233445	NW 11-22-19 W3M	Abbey Resources Corp.
250765	NW11-22-19 W3M	Abbey Resources Corp.
250756	NW 11-22-19 W3M	Abbey Resources Corp.
250836	SE 22-22-19 W3M	Abbey Resources Corp.
250827	NW 05-22-19 W3M E½ 06-22-19 W3M	Abbey Resources Corp.
267034	NW 17-22-19 W3M	Abbey Resources Corp.
267016	NE 15-22-20 W3M S½ 15-22-20 W3M	Abbey Resources Corp.

**Part VIII – Saskatchewan Crown Easement Agreements administered by Saskatchewan Ministry of Agriculture recorded in the name of the Debtor to be vested in the name of the Purchaser**

<b>Crown Surface Lease Number</b>	<b>Legal Land Description</b>	<b>Holder</b>
230671	NW 31-21-18 W3M S½ 06-22-18 W3M	Abbey Resources Corp.
230867	SE 21-22-19 W3M	Abbey Resources Corp.
230323	E½ 02-22-19 W3M SW 02-22-19 W3M W½ 11-22-19 W3M SE 11-22-19 W3M	Abbey Resources Corp.
230920	SW 15-22-19 W3M	Abbey Resources Corp.
230804	SW 23-22-19 W3M	Abbey Resources Corp.
230787	NW 24-22-19 W3M	Abbey Resources Corp.
230653	NW 05-22-18 W3M	Abbey Resources Corp.
230743	SW 26-22-19 W3M	Abbey Resources Corp.
232713	NW 15-22-19 W3M	Abbey Resources Corp.
234034	NW 19-22-18 W3M SW 30-22-18 W3M	Abbey Resources Corp.
245459	NW 06-22-19 W3M	Abbey Resources Corp.
245495	NE 06-22-19 W3M	Abbey Resources Corp.
245503	SE 06-22-19 W3M	Abbey Resources Corp.
245486	SW 17-22-19 W3M	Abbey Resources Corp.
245762	SE 18-22-19 W3M	Abbey Resources Corp.
245575	NW 07-22-19 W3M	Abbey Resources Corp.
245753	SW 07-22-19 W3M	Abbey Resources Corp.
254771	NE 07-22-19 W3M	Abbey Resources Corp.
245156	NW 11-22-19 W3M	Abbey Resources Corp.
245477	SE 01-22-20 W3M	Abbey Resources Corp.
160577	NE 13-22-19 W3M	Abbey Resources Corp.

160568	NW 13-22-19 W3M	Abbey Resources Corp.
160586	SE 13-22-19 W3M	Abbey Resources Corp.
177096	NE 11-22-19 W3M NW 12-22-19 W3M	Abbey Resources Corp.
211228	W½ 19-22-19 W3M NW 30-22-19 W3M	Abbey Resources Corp.
211585	NW 13-22-19 W3M N½ 15-22-19 W3M SE 22-22-19 W3M S½ 23-22-19 W3M SW 24-22-19 W3M	Abbey Resources Corp.



**SCHEDULE "C"**  
**PERMITTED ENCUMBRANCES**

- (a) 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;
- (b) 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;
- (c) 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;
- (d) 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;
- (e) all encumbrances, royalties, net profits interests and other burdens identified in the Assumed Contracts and the Title Documents;
- (f) 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
- (g) 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.

Capitalized terms appearing in this Schedule "C" will have the meanings given to them in Section 1.1 of the Sale Agreement.

**SCHEDULE "D"**  
**ENCUMBRANCES TO BE DISCHARGED**

Nil