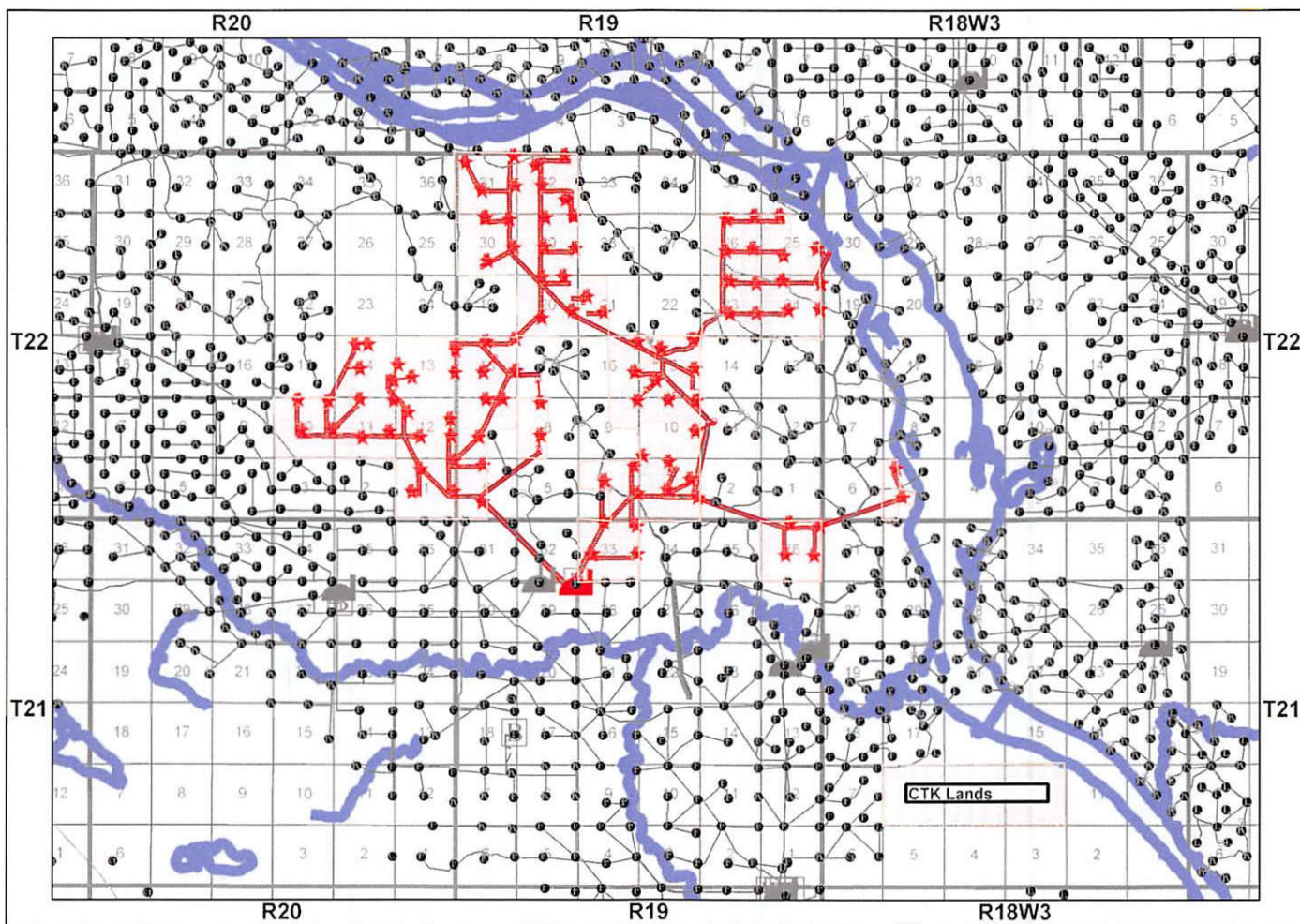


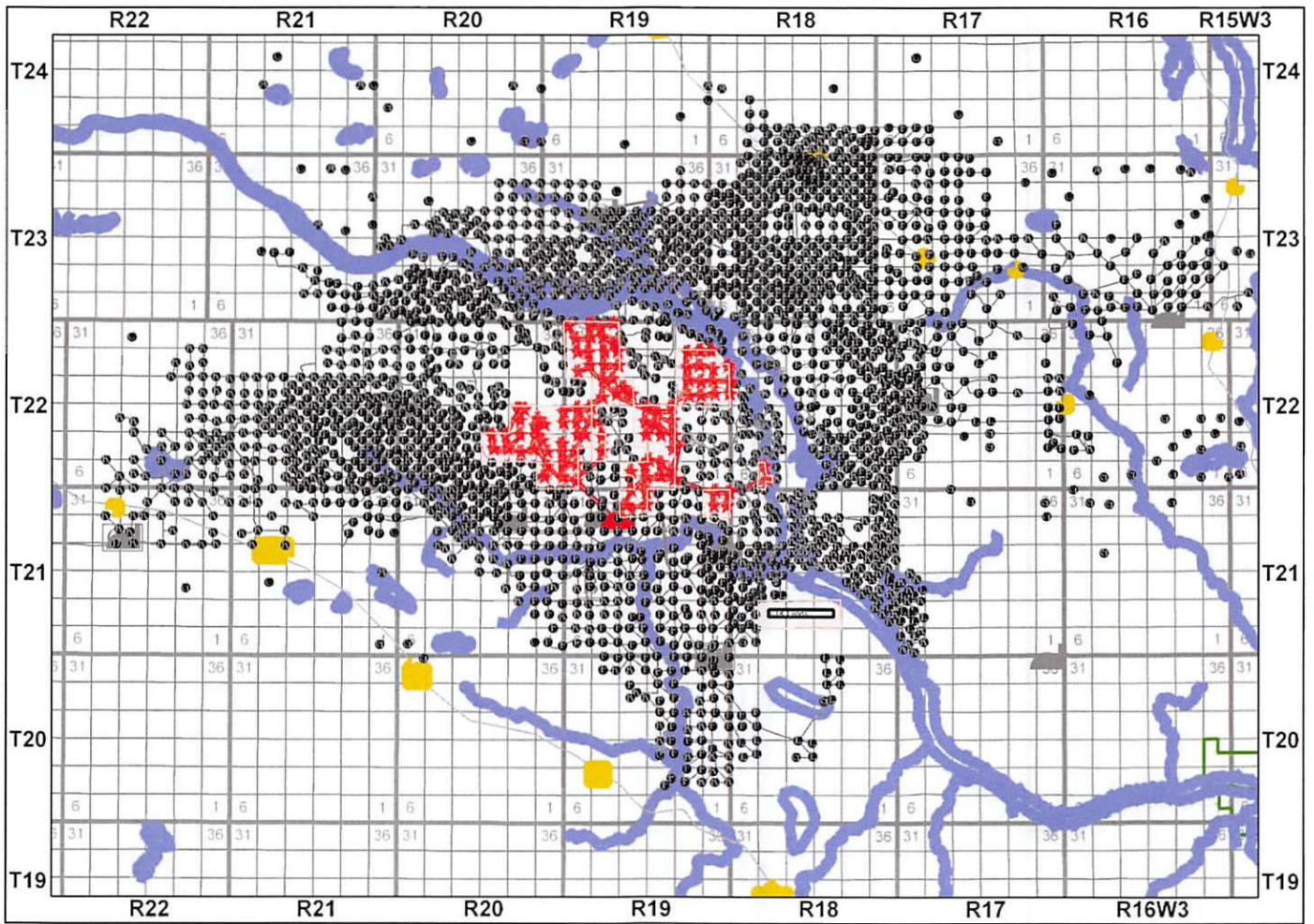
Map data ©2023 Google 5 km 



Map Title

Datum NAD83 Projection Stereographic DLS Version AB ATS 4.1 BC PRB 2.0 SK STS 2.5 MB MLI07

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Map Title

Datum NAD83 Projection Stereographic DLS Version AB ATS 4.1 BC PRB 2.0 SK STS 2.5 MB ML107

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The Oil and Gas Conservation Act

being

Chapter O-2 of *The Revised Statutes of Saskatchewan, 1978* (effective February 26, 1979) as amended by the *Statutes of Saskatchewan, 1982-83, c.1; 1983, c.54; 1988-89, c.31; 1989-90, c.54; 1990-91, c.39; 1993, c.35; 1998, c.30; 2000, c.50; 2001, c.26; 2003, c.29; 2007, c.7; 2010, c.E-9.22; 2011, c.11; 2014, c.E-13.1 and c.21; 2015, c.21; 2017, c.21; 2018, c.42; and 2019, c.14.*

NOTE:

This consolidation is not official. Amendments have been incorporated for convenience of reference and the original statutes and regulations should be consulted for all purposes of interpretation and application of the law. In order to preserve the integrity of the original statutes and regulations, errors that may have appeared are reproduced in this consolidation.

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Agreement to transfer licence - ministerial approval required

9.2(1) This section applies to an agreement to sell or otherwise dispose of the licensee's interest in a well or facility that:

(a) was in existence on or before the day on which this section comes into force; or

(b) is entered into on or after the day on which this section comes into force.

(2) Subject to subsection (3), if a licensee enters into an agreement to sell or otherwise dispose of the licensee's interest in a well or facility, the licensee must apply for a transfer of a licence within 14 days after signing the agreement.

(3) In the case of an agreement that was in existence on or before the day on which this section comes into force, a licensee must apply for a transfer of a licence within 14 days after the day on which this section comes into force.

(4) If the applicant fails to apply for a transfer of a licence in accordance with subsection (2) or (3), the minister may, after giving any notice that the minister considers reasonable, order the shut-down of a well or facility, the operation of which contravenes this section, and prohibit the operation of the well or facility until the minister orders otherwise.

2011, c.11, s.11.

Transfer of licence restricted

10(1) A licence may not be transferred without the written approval of the minister.

(2) A licensee who intends to transfer a licence to another person shall:

(a) apply to the minister in a form and manner satisfactory to the minister; and

(b) provide the minister with any other information or material that the minister may reasonably require;

(c) **Repealed.** 2014, c.21, s.6.

(3) The minister may:

(a) approve the transfer of the licence if the minister is satisfied that:

(i) the licensee and the person to whom the licence is to be transferred have complied with this Act, the regulations and any orders made pursuant to this Act;

(ii) if required by the regulations, the licensee and the person to whom the licence is to be transferred have submitted the prescribed orphan fund fee;

(iii) if required pursuant to section 15, the licensee and the person to whom the licence is to be transferred have filed security with the minister in accordance with that section;

(iv) the person to whom the licence is to be transferred meets the prescribed eligibility requirements for an applicant for a licence; and

(v) it is in the public interest to do so; or

(b) refuse to approve the transfer of the licence.

- (4) If the minister approves the transfer of the licence, the minister may amend the licence to include any terms and conditions that the minister considers appropriate.
- (5) If the minister refuses to approve the transfer of a licence pursuant to clause (3)(b), the minister shall provide the licensee with written reasons for the refusal.
- (6) The minister shall not unreasonably withhold approval for the transfer of a licence.

2011, c.11, s.12; 2014, c.21, s.6; 2019, c.14, s.7.

Transfer of licence where licensee does not meet eligibility requirements

10.1(1) Where a licensee does not meet the prescribed eligibility requirements for an applicant for a licence, another person who meets the eligibility requirements may apply to the minister to have the licence transferred to that person.

(2) A licence may not be transferred pursuant to this section without the written approval of the minister.

(2.1) An applicant for the transfer of a licence pursuant to this section shall:

- (a) apply to the minister in a form and manner satisfactory to the minister;
- (b) provide the minister with any other information or material that the minister may reasonably require;
- (c) if required by the regulations, submit to the minister the prescribed orphan fund fee;
- (d) if required pursuant to section 15, file security with the minister in accordance with that section; and
- (e) provide evidence satisfactory to the minister that the applicant meets the prescribed eligibility requirements for an applicant for a licence;
- (f) **Repealed.** 2014, c.21, s.6.

(3) The minister may:

- (a) subject to subsection (4), approve the transfer of the licence if the minister is satisfied that:
 - (i) the person to whom the licence is to be transferred has complied with this Act, the regulations and any orders made pursuant to this Act;
 - (ii) if required by the regulations, the licensee and the person to whom the licence is to be transferred have submitted the prescribed orphan fund fee;
 - (iii) if required pursuant to section 15, the licensee and the person to whom the licence is to be transferred have filed security with the minister in accordance with that section;

- (iv) the person to whom the licence is to be transferred meets the prescribed eligibility requirements for an applicant for a licence; and
 - (v) it is in the public interest to do so; or
- (b) refuse to approve the transfer of the licence.
- (4) The minister shall not transfer the licence unless the minister has provided the licensee with not less than 30 days' notice in writing, directed to the licensee's address for service registered pursuant to section 53, of the minister's intention to transfer the licence.
- (5) Where the minister approves the transfer of the licence, the minister may amend the licence to include as a provision of the licence any terms and conditions that the minister considers appropriate.
- (6) Where the minister refuses to approve the transfer of a licence pursuant to clause (3)(b), the minister shall provide the applicant with written reasons for the refusal.

2001, c.26, s.5; 2007, c.7, s.4; 2011, c.11, s.13;
2014, c.21, s.7; 2019, c.14, s.8.

Transfer of licence in the public interest

- 10.2(1)** The minister may make an order directing the transfer of a licence to a person who, in the opinion of the minister, has the right or obligation to receive it, whether or not the person consents to the transfer.
- (2) Before the minister acts pursuant to subsection (1), the minister shall give to the person to whom the licence is to be transferred and the person from whom the licence is to be transferred:
- (a) written notice of the minister's intended action and the reasons for the intended action; and
 - (b) an opportunity to make written representations to the minister, within 30 days after the written notice mentioned in clause (a) is given, as to why the intended action should not be taken.
- (3) The minister is not required to give an oral hearing to any person to whom a notice has been given pursuant to subsection (2).
- (4) After considering any representations made pursuant to clause (2)(b), the minister shall issue a written decision and shall serve a copy of the decision made pursuant to this section on any person to whom notice was given pursuant to subsection (2).
- (5) If the minister makes an order directing the transfer of the licence, the minister may amend the licence to include any terms and conditions that the minister considers appropriate.
- (6) An order of the minister directing the transfer of a licence pursuant to this section has the same effect as a transfer approved pursuant to section 10.

2011, c.11, s.14.

Transfer only effective on approval

10.3 A transfer of a licence has no effect until the minister has approved the transfer in writing.

2011, c.11, s.14.

Notice of failure to comply

11(1) The minister may issue a notice of failure to comply to a licensee if:

- (a) the minister has reasonable grounds to believe that:
 - (i) the licensee has failed to comply with:
 - (A) this Act or the regulations;
 - (B) any term or condition of a licence; or
 - (C) an order made pursuant to this Act; or
 - (ii) the licensee ceases to meet the prescribed eligibility requirements for an applicant for a licence; or
- (b) the licensee is named in a declaration pursuant to section 53.6.

(2) No licensee that receives a notice of failure to comply pursuant to subsection (1) shall fail to comply with the notice within the period specified in the notice.

2011, c.11, s.15.

Amendment, suspension, cancellation of licences

12(1) The minister may amend or suspend a licence where the amendment or suspension is necessary for the purposes of public safety or the safety of any person or for the protection of property or the environment.

(2) The minister may amend, suspend or cancel a licence if:

- (a) the licensee is in agreement with the amendment, suspension or cancellation;
 - (a.1) the licensee fails to pay the administrative levy within the prescribed period;
- (b) the licensee fails to comply with a notice issued pursuant to subsection 11(1) within the period specified in the notice;
- (c) the security required pursuant to section 15 has not been provided in the amount and within the time required; or
- (d) the licensee has contravened any provision of this Act or the regulations or has failed to comply with any order made pursuant to this Act.

(3) Unless, in the minister's opinion, action is urgently required, the minister shall not amend, suspend or cancel a licence pursuant to clause (2)(a.1), (b), (c) or (d) unless the licensee has been given a reasonable opportunity to make representations to the minister, in a form and manner determined by the minister, concerning the proposed amendment, suspension or cancellation.

Security may be required

15(1) Subject to the regulations, the minister may require or accept from a person a letter of credit or any other form of security provided for in the regulations, in an amount determined by the minister, for the purpose of ensuring that the person's obligations pursuant to this Act, the regulations, an order made pursuant to this Act or a licence with respect to the suspension, abandonment, restoration, remediation or reclamation of wells, facilities and the sites of wells and facilities are satisfied:

- (a) as a condition of a person becoming a licensee pursuant to section 9, 10, 10.1, 10.2 or 14;
 - (b) where a person who is a licensee fails a liability ratings test conducted in accordance with the regulations for the purpose of determining the risk posed by the licensee with respect to the suspension, abandonment, restoration, remediation or reclamation of the wells or facilities in relation to which the licensee holds a licence and the sites of those wells and facilities; or
 - (c) in any other prescribed circumstances.
- (2) Where the minister requires a person to provide a letter of credit or other form of security provided for in the regulations, the minister shall, in accordance with the regulations, provide that person with notice of the requirement, specifying:
- (a) the form of security to be provided;
 - (b) the amount of the security to be provided; and
 - (c) the date by which the security is to be provided.
- (3) Where a person fails to provide the letter of credit or other form of security in the amount required or within the time required, the amount not provided is a debt owing to the minister and may be collected by the minister in any manner the minister considers appropriate, including in the manner provided in section 53.2.

2001, c.26, s.5; 2011, c.11, s.19; 2019, c 14, s.9.

Regulations

16(1) The Lieutenant Governor in Council may, for the purposes of this Part, make regulations:

- (a) defining, enlarging or restricting the meaning of any word or expression used in this Part but not defined in this Part;
- (b) for the purposes of clause 8.01(1)(b), designating facilities or classes of facilities that are exempt from the requirement of holding a licence;
- (c) respecting applications for and the issuance of licences;
- (d) prescribing eligibility requirements for applying for or holding a licence;
- (e) respecting the circumstances in which an applicant for a licence, or a person to whom a licence may be issued, is required to submit the orphan fund fee;



CANADA

CONSOLIDATION

CODIFICATION

Indian Oil and Gas Regulations

Règlement sur le pétrole et le gaz des terres indiennes

SOR/2019-196

DORS/2019-196

Current to October 17, 2023

À jour au 17 octobre 2023

Last amended on August 1, 2019

Dernière modification le 1 août 2019

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OFFICIAL STATUS OF CONSOLIDATIONS

Subsections 31(1) and (3) of the *Legislation Revision and Consolidation Act*, in force on June 1, 2009, provide as follows:

Published consolidation is evidence

31 (1) Every copy of a consolidated statute or consolidated regulation published by the Minister under this Act in either print or electronic form is evidence of that statute or regulation and of its contents and every copy purporting to be published by the Minister is deemed to be so published, unless the contrary is shown.

...

Inconsistencies in regulations

(3) In the event of an inconsistency between a consolidated regulation published by the Minister under this Act and the original regulation or a subsequent amendment as registered by the Clerk of the Privy Council under the *Statutory Instruments Act*, the original regulation or amendment prevails to the extent of the inconsistency.

LAYOUT

The notes that appeared in the left or right margins are now in boldface text directly above the provisions to which they relate. They form no part of the enactment, but are inserted for convenience of reference only.

NOTE

This consolidation is current to October 17, 2023. The last amendments came into force on August 1, 2019. Any amendments that were not in force as of October 17, 2023 are set out at the end of this document under the heading "Amendments Not in Force".

CARACTÈRE OFFICIEL DES CODIFICATIONS

Les paragraphes 31(1) et (3) de la *Loi sur la révision et la codification des textes législatifs*, en vigueur le 1^{er} juin 2009, prévoient ce qui suit :

Codifications comme élément de preuve

31 (1) Tout exemplaire d'une loi codifiée ou d'un règlement codifié, publié par le ministre en vertu de la présente loi sur support papier ou sur support électronique, fait foi de cette loi ou de ce règlement et de son contenu. Tout exemplaire donné comme publié par le ministre est réputé avoir été ainsi publié, sauf preuve contraire.

[...]

Incompatibilité – règlements

(3) Les dispositions du règlement d'origine avec ses modifications subséquentes enregistrées par le greffier du Conseil privé en vertu de la *Loi sur les textes réglementaires* l'emportent sur les dispositions incompatibles du règlement codifié publié par le ministre en vertu de la présente loi.

MISE EN PAGE

Les notes apparaissant auparavant dans les marges de droite ou de gauche se retrouvent maintenant en caractères gras juste au-dessus de la disposition à laquelle elles se rattachent. Elles ne font pas partie du texte, n'y figurant qu'à titre de repère ou d'information.

NOTE

Cette codification est à jour au 17 octobre 2023. Les dernières modifications sont entrées en vigueur le 1 août 2019. Toutes modifications qui n'étaient pas en vigueur au 17 octobre 2023 sont énoncées à la fin de ce document sous le titre « Modifications non en vigueur ».

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(a) if the holder also holds a subsurface lease or permit in lands in the licence area, the day on which the lease expires or is continued, the initial term of the permit expires or, in the case of a permit issued under the *Indian Oil and Gas Regulations, 1995*, the permit is converted to one or more leases, and

(b) the fifth anniversary of the day on which the exploration work is completed.

Interpretation

(3) Any interpretation of seismic data, including maps, that is submitted to the Minister or a council under the Act may be disclosed only if the person that submitted it consents in writing to its disclosure.

Disclosure to council

(4) Despite subsections (1) to (3), the Minister may at any time disclose

(a) confidential information to a council if required to do so by the Act, any regulations made under the Act or a contract; and

(b) the results of an environmental review referred to in subsection 29(3), 57(2) or 75(2) to a council or the public.

Incorrect information

24 A person that submits information to the Minister and becomes aware that it is incorrect must submit the correct information to the Minister as soon as the circumstances permit.

Approval of assignment

25 (1) Any assignment of any of the rights or interests conferred by a contract must be approved by the Minister.

Meeting

(2) Before the application for approval is submitted to the Minister, the assignee must meet with the council unless the council waives the meeting. The meeting must be face to face, unless the parties agree to another mode of meeting.

l'alinéa 33(3)a) à la première des dates suivantes à survenir :

a) si le titulaire est également titulaire d'un bail relatif au sous-sol ou d'un permis qui portent sur des terres de la zone visée par la licence, la date d'expiration du bail ou de sa reconduction, la date d'expiration de la période initiale de validité du permis ou, dans le cas d'un permis octroyé en vertu du *Règlement de 1995 sur le pétrole et le gaz des terres indiennes*, la date à laquelle le permis est converti en un ou plusieurs baux;

b) la date du cinquième anniversaire de l'achèvement des travaux d'exploration.

Interprétation des données sismiques

(3) L'interprétation des données sismiques, y compris les cartes, fournie au ministre ou au conseil sous le régime de la Loi ne peut être communiquée que si la personne qui l'a fournie y consent par écrit.

Communication au conseil

(4) Malgré les paragraphes (1) à (3), le ministre peut communiquer :

a) au conseil tout renseignement confidentiel s'il est tenu de le faire en application de la Loi, de tout règlement pris en vertu de la Loi ou d'un contrat;

b) au conseil et au public les résultats d'une révision environnementale visée aux paragraphes 29(3), 57(2) ou 75(2).

Renseignements erronés

24 La personne qui a présenté des renseignements au ministre et qui apprend que ceux-ci sont erronés lui présente les renseignements corrects dès que possible.

Cession

25 (1) La cession de droits ou d'intérêts accordés par un contrat doit être approuvée par le ministre.

Rencontre

(2) Avant que la demande d'approbation de la cession soit soumise au ministre, le cessionnaire rencontre le conseil à moins que ce dernier n'y renonce. La rencontre a lieu en personne à moins que les parties n'en conviennent autrement.

Expenses

(3) Any expense relating to the request for, preparation for or attendance at a meeting must be borne by the party that incurs the expense.

Application for approval

(4) The application for approval must be in the prescribed form and include a statement by the assignee that a meeting with the council took place or that the council waived the meeting. The application must be accompanied by the assignment approval application fee set out in Schedule 1.

Copy to council

(5) The applicant must send the council a copy of the application for approval on or before the day on which the application is submitted to the Minister.

Refusal to approve

(6) The Minister must not approve the assignment if

- (a) it is conditional;
- (b) it would result in more than five persons having a right or interest in the contract;
- (c) it assigns an undivided right or interest in the contract that is less than 1%;
- (d) it divides the oil and gas rights or interests conferred by the contract;
- (e) the assignee is not eligible under section 6;
- (f) the assignment was not signed by the assignor and assignee; or
- (g) the assignee fails to establish that they have the financial ability to fulfill the assignor's obligations under the Act with respect to remediation and reclamation.

Minister's decision

(7) If the Minister approves the assignment and signs it, he or she must send a copy to the assignor and assignee and a notice of the approval to the council.

Effective date

(8) The assignment takes effect on the day on which the Minister approves it unless it provides for a different effective day.

Frais

(3) Les frais relatifs à la demande de rencontre, à sa préparation et à la présence à cette rencontre sont supportées par la partie qui les engage.

Demande d'approbation

(4) La demande d'approbation est faite sur le formulaire prévu à cet effet et elle comprend une déclaration du cessionnaire selon laquelle la rencontre avec le conseil a eu lieu ou que ce dernier y a renoncé. La demande est accompagnée du paiement des droits prévus à l'annexe 1 pour la demande d'approbation de cession de droits ou d'intérêts.

Copie au conseil

(5) Le demandeur envoie au conseil une copie de la demande d'approbation au plus tard à la date à laquelle il soumet la demande au ministre.

Refus

(6) Le ministre ne peut approuver la cession dans les cas suivants :

- a) elle est conditionnelle;
- b) plus de cinq personnes détiendraient un droit ou un intérêt dans le contrat si elle était approuvée;
- c) elle vise un droit ou un intérêt indivis de moins de un pour cent dans le contrat;
- d) elle divise les droits ou les intérêts pétroliers et gaziers accordés par le contrat;
- e) le cessionnaire n'est pas admissible au titre de l'article 6;
- f) elle n'a pas été signée par le cédant et le cessionnaire;
- g) le cessionnaire ne démontre pas qu'il a la capacité financière de respecter les obligations du cédant sous le régime de la Loi quant à la prise de mesures correctives et la régénération.

Décision du ministre

(7) S'il approuve et signe une cession, le ministre envoie copie au cédant et au cessionnaire et envoie un avis de l'approbation au conseil.

Prise d'effet

(8) La cession prend effet à la date de son approbation à moins qu'une autre date ne soit prévue dans l'acte de cession.

Liability

26 (1) If the assignment is approved, the assignor and assignee are jointly and severally, or solidarily, liable for any obligation owing and any liability arising under the contract before the day on which the assignment is approved, even if the contract is subsequently assigned.

Exception

(2) Subsection (1) does not apply to an assignment that is approved before the coming into force of these Regulations.

Terms and Conditions To Be Included in Every Contract

Compliance with laws

27 (1) Every contract granted by the Minister under these Regulations includes the holder's undertaking to comply with

(a) the *Indian Act*, and any orders made under that Act, as amended from time to time;

(b) the Act, and any regulations or orders made under the Act, as amended from time to time; and

(c) the laws of the relevant province, as amended from time to time, that relate to the environment or to the exploration for, or the exploitation, treatment, processing or conservation of, oil and gas, including equitable production, if those laws are not in conflict with the Act or any regulations or orders made under the Act.

Inconsistency — Acts, regulations and orders

(2) The provisions of any Act, regulation or order referred to in subsection (1) prevail over any terms and conditions of the contract, except for any terms and conditions respecting royalties that are the subject of a special agreement under subsection 4(2) of the Act, to the extent of any inconsistency. The provisions of any Act of Parliament, or any regulation or order made under an Act of Parliament, referred to in subsection (1) prevail over the laws of the province referred to in subsection (1), to the extent of any inconsistency.

Inconsistency — interpretation

(3) For the purposes of this section, provisions — whether legislative or contractual — are not inconsistent unless it is impossible for the holder to comply with both.

Responsabilité

26 (1) Si le ministre approuve la cession, le cessionnaire et le cédant sont solidairement responsables de toute obligation et de toute responsabilité qui découlent du contrat et qui ont pris naissance avant l'approbation, même si le contrat fait l'objet de cessions subséquentes.

Exception

(2) Le paragraphe (1) ne s'applique pas à la cession approuvée avant l'entrée en vigueur du présent règlement.

Conditions obligatoires dans tout contrat

Respect des règles de droit

27 (1) Tout contrat accordé par le ministre au titre du présent règlement contient un engagement par le titulaire à se conformer :

a) à la *Loi sur les Indiens*, et à toute ordonnance prise en vertu de cette loi, avec leurs modifications successives;

b) à la Loi et aux règlements, et à toute ordonnance prise en vertu de la Loi, avec leurs modifications successives;

c) aux règles de droit de la province en cause, avec leurs modifications successives, relatives à l'environnement ou à l'exploration, à l'exploitation, au traitement, à la transformation ou à la conservation de pétrole et de gaz, y compris la production équitable, si ces règles sont compatibles avec la Loi ou tout règlement pris sous le régime de celle-ci, ou avec toute ordonnance prise en vertu de celle-ci.

Incompatibilité — lois, règlements et ordonnances

(2) Les dispositions des lois, règlements et ordonnances visées au paragraphe (1) l'emportent sur les conditions incompatibles du contrat, sauf à l'égard de toute redevance qui fait l'objet d'un accord spécial en application du paragraphe 4(2) de la Loi. Les dispositions des lois, règlements et ordonnances fédéraux visées au paragraphe (1) l'emportent sur les règles de droit provinciales visées au paragraphe (1) qui sont incompatibles.

Incompatibilité — interprétation

(3) Pour l'application du présent article, deux dispositions — législatives ou contractuelles — sont

APPENDIX "A"

SALES SOLICITATION PROCESS

Preamble

1. MNP Ltd. (the "**Receiver**") was appointed as receiver of all the assets, undertakings, and properties of Abbey Resources Corp. (the "**Debtor**") pursuant to an Order of the Court of King's Bench for Saskatchewan (the "**Court**") dated February 28, 2022 (the "**Receivership Order**") in KBG-SA-00151-2022 (the "**Receivership Proceedings**").
2. This sales solicitation process (the "**SSP**") for the Debtor's natural gas wells, facilities, pipelines, mineral and surface leases (the "**Surface Leases**"), and the associated licences, permits, and approvals, and related property (collectively, the "**Natural Gas Assets**") was approved by an order of the Court dated October 11, 2022 (the "**Approval Order**") on application by the Receiver.
3. The Approval Order, the procedures in respect of the SSP as contained herein (the "**Procedures**"), and any subsequent order issued by the Court pertaining to the Procedures shall exclusively govern the process for soliciting and selecting bids for the sale of the Debtor's Natural Gas Assets (each a "**Transaction**" and, collectively, the "**Transactions**").
4. All dollar amounts expressed herein are in Canadian currency. Unless otherwise indicated herein, any event that occurs on a day that is not a Business Day shall be deemed to occur on the next Business Day.

Defined Terms

5. All capitalized terms used and not otherwise defined herein shall have the meanings given to them in **Schedule "A"** hereto.

Acknowledgements

6. Any interested party (each a "**Potential Bidder**") participating in the SSP understands and acknowledges that:
 - (a) the Receiver's ability to conclude any Transaction is subject to obtaining Court approval of the Transaction;
 - (b) the Receiver's ability to convey certain of the Natural Gas Assets is dependant upon the Potential Bidder:
 - i) obtaining approvals from regulatory, governmental, or other entities pursuant to the applicable legislation;
 - ii) negotiating the assignment of any Surface Leases, or new surface lease agreements to be concluded in lieu of such an assignment, with the affected counterparties; and
 - iii) following the prescribed assignment process set out in section 25 of the *Indian Oil and Gas Regulations*, SOR/2019-196;

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

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- (c) it is the Potential Bidder's responsibility to satisfy any Conditions Precedent required to conclude any Transaction; and
- (d) the Receiver, the Marketing Agent, and their respective professionals and advisors are not responsible for, and shall have no liability with respect to, the Potential Bidder's inability or failure to satisfy any Conditions Precedent, including, but not limited to, any Conditions Precedent required by:
 - i) the Minister of Indigenous Services, as represented by Indian Oil and Gas Canada, pursuant to the *Indian Oil and Gas Act*, RSC 1985, c I-7 and the *Indian Oil and Gas Regulations*, SOR/2019-196;
 - ii) section 25 of the Indian Oil and Gas Regulations, SOR/2019-196;
 - iii) the Government of Saskatchewan, as represented by the Ministry of Energy and Resources ("MER"), pursuant to *The Oil and Gas Conservation Act*, RSS 1978, c O-2 and *The Pipelines Act, 1998*, SS 1998, c P-12.1;
 - iv) counterparties to the Surface Leases; and
 - v) such further and other Conditions Precedent that may apply to any given Transaction.

Sales Solicitation Process

7. These Procedures describe, among other things:
 - (a) the manner and timelines by which any Potential Bidder may gain access to due diligence materials concerning the Debtor, the Natural Gas Assets, and the Debtor's business;
 - (b) the manner and timelines by which Potential Bidders may submit an offer to purchase some or all of the Natural Gas Assets;
 - (c) the manner and timelines for a Qualified LOI to be submitted for participation in the SSP and the required content of a Qualified LOI;
 - (d) the manner and timelines for Qualified Phase 2 Binding Bids to be submitted for participation in Phase 2 of the SSP and the required content of Qualified Phase 2 Binding Bids; and
 - (e) the process for obtaining Court approval of one or more Successful Bids.
8. The closing of any Transactions may involve additional intermediate steps or Transactions to facilitate consummation of such Transaction, including additional Court filings.
9. In the event that there is a disagreement or clarification is required as to the interpretation or application of the Procedures or the responsibilities of any Person hereunder, the Court will have the jurisdiction to resolve such dispute or provide such clarification, and provide any advice or directions as is necessary, upon application of the Receiver or any other interested Person.

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Appointment of Marketing Agent

10. Sayer Energy Advisors (the "**Marketing Agent**") is engaged as marketing agent to administer these Procedures with the Receiver supervising and assisting as necessary.

As Is, Where Is

11. Any Transaction will be on an "as is, where is" basis and without surviving representations, warranties, covenants, or indemnities of any kind, nature, or description by the Receiver, the Marketing Agent, or any of their respective agents, estates, advisors, professionals, or otherwise, except to the extent set forth in a written agreement with the Person who is a counterparty to such a Transaction.

Solicitation of Interest

12. As soon as reasonably practicable after the granting of the Approval Order, the Marketing Agent, in consultation with the Receiver, will prepare:
 - (a) a list of prospective bidders. Such list will include both strategic and financial parties who, in the reasonable business judgment of the Marketing Agent and the Receiver, may be interested in and have the financial capacity to make a bid ("**Prospective Bidders**"); and
 - (b) an initial offering summary (the "**Teaser**") describing and outlining the SSP and inviting Prospective Bidders to express their interest in making a bid.
13. After the issuance of the Approval Order, the Receiver shall instruct the Marketing Agent to:
 - (a) cause a notice regarding the SSP and such other relevant information which the Receiver, considers appropriate to be published in the BOE Report and Daily Oil Bulletin; and
 - (b) distribute to Prospective Bidders the Teaser and a Confidentiality Agreement among any Prospective Bidder and the Receiver in a form that is satisfactory to the Receiver.

Participation Requirements

14. Unless otherwise ordered by the Court, any Person who wishes to participate in this SSP must deliver the following to the Marketing Agent and the Receiver:
 - (a) an executed Confidentiality Agreement; and
 - (b) an executed letter acknowledging receipt of a copy of the Approval Order (including these Procedures) and agreeing to accept and be bound by the provisions contained therein and herein.
15. If, in the opinion of the Receiver, a Person has complied with each of the requirements described in section 14 hereof, such Person shall be deemed a "**Potential Bidder**" hereunder.
16. The Marketing Agent will provide to each Potential Bidder the Teaser, the Confidentiality Agreement, and access to an online database created for the SSP for Potential Bidders due diligence purposes ("**Data Room**"). Each Potential Bidder shall have such access in the Data Room to materials and financial, tax, and other information relating to the Natural Gas Assets and the

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business of the Debtor as the Receiver, in its reasonable business judgment and in consultation with the Marketing Agent, deems appropriate for Potential Bidders to conduct their due diligence.

17. At the discretion of the Receiver, in consultation with the Marketing Agent, due diligence access may also include access to physical data rooms, on-site inspections, and such other items as a Potential Bidder may reasonably request.
18. The Receiver, the Marketing Agent, and their respective professionals and advisors are not responsible for, and shall have no liability with respect to, any information obtained by any Potential Bidder. The Receiver, the Marketing Agent, and their respective advisors do not make any representations or warranties whatsoever as to the information or the materials provided, including as to the accuracy of same.

Phase 1 Bid Deadline

19. A Potential Bidder will be deemed a "**Qualified Bidder**" if, in the opinion of the Receiver, such Potential Bidder submits a non-binding, qualified letter of intent (a "**Qualified LOI**") to the Receiver at anytime before 12:00 pm (Saskatchewan time) on **December 15, 2022** (the "**Phase 1 Bid Deadline**"). A letter of intent will only qualify as a Qualified LOI if it meets all of the following conditions:
 - (a) it is received by the Receiver on or before the Phase 1 Bid Deadline;
 - (b) it includes a summary of:
 - i) the type and amount of consideration to be paid by the Qualified Bidder;
 - ii) the Natural Gas Assets to be included in the Transaction;
 - iii) a specific indication of the anticipated sources of capital and/or credit for such Person and satisfactory evidence of the availability of such capital and/or credit so as to demonstrate that such Person has the financial capacity to complete a Transaction;
 - iv) the structure and financing of the Transaction (including, but not limited to, the sources of financing and evidence of the availability of such financing);
 - v) any anticipated corporate, shareholder, internal, or other approvals required to close the Transaction and the anticipated time frame and any anticipated impediments for obtaining such approvals;
 - vi) any additional due diligence required or desired to be conducted prior to the Phase 2 Binding Bid Deadline (as defined below), if any;
 - vii) any conditions to closing that the Qualified Bidder may wish to impose; and
 - viii) any other terms or conditions of the Transaction which the Qualified Bidder believes are material to the Transaction;

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- (c) it fully discloses the identity of each Person that is bidding or that will otherwise be sponsoring or participating in the forthcoming Qualified Phase 2 Binding Bid, including the identification of the Qualified Bidder's:
 - i) directors, officers, and shareholders, and their contact information; and
 - ii) indirect owners, their principals, and the full and complete terms of any such participation;
 - (d) it includes such other information reasonably requested by the Receiver.
20. The Receiver may waive non-compliance with any one or more of the requirements specified in paragraph 19 of these Procedures and may deem any non-compliant letter of intent to be a Qualified LOI.
21. The Receiver, in consultation with the Marketing Agent, will assess any Qualified LOIs received and determine whether or not there is a reasonable prospect that one or more of the Transactions that are the subject of the Qualified LOIs are likely to close. Such assessment will be made within five (5) Business Days following the Phase 1 Bid Deadline (or such other deadline as the Receiver may determine). In the event that the Receiver determines that one or more Qualified LOIs contemplate Transactions that are likely to close, the SSP shall proceed to the next phase as described below.

Phase 2 Binding Bid Deadline

22. In order to continue to participate in the SSP after the Phase 1 Bid Deadline, a Qualified Bidder must deliver a binding offer to the Receiver by no later than 12:00 p.m. (Saskatchewan time) on **January 31, 2023** (or such other deadline as the Receiver may determine) (the "**Phase 2 Binding Bid Deadline**"). A binding offer will only qualify as a qualified phase 2 bid (a "**Qualified Phase 2 Bid**") in the event that it meets the following conditions:
- (a) it is received by the Receiver on or before the Phase 2 Binding Bid Deadline;
 - (b) it includes the sources of capital and/or credit for such Person and definitive evidence of the availability of such capital and/or credit so as to demonstrate that such Person shall have the financial capacity to complete a Transaction;
 - (c) it includes a fully binding, duly authorized, and executed purchase and sale agreement, together with all exhibits and schedules thereto, and such ancillary agreements as may be required with all exhibits and schedules thereto, which agreement will be substantially in the form of the sample asset purchase agreement deposited by the Receiver in the Data Room, with any proposed changes identified in the form of blackline (a "**Definitive Agreement**")
 - (d) it is irrevocable for a minimum of thirty-five (35) days following the Phase 2 Binding Bid Deadline;
 - (e) it is not conditional on (i) the outcome of unperformed due diligence; or (ii) obtaining any credit, capital, or other form of financing;

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- (f) it is accompanied by a refundable deposit (the "**Deposit**") in the form of a wire transfer (to a trust account specified by the Receiver) payable to the Receiver, in trust, in an amount equal to ten percent (10%) of the cash consideration or other consideration to be paid pursuant to the Qualified Phase 2 Bid, to be held and dealt with in accordance with these Procedures;
 - (g) it fully discloses the identity of each Person that is bidding or that will otherwise be sponsoring or participating in the Qualified Phase 2 Bid, including the identification of the Qualified Bidder's:
 - i) directors, officers, and shareholders, and their contact information; and
 - ii) any indirect owners of the Qualified Bidder, their principals, and the full and complete terms of any such participation;
 - (h) it provides confirmation that it has submitted a pre-transfer liability assessment to the Ministry of Energy and Resources on the IRIS system and is aware of any security required to transfer the assets; and
 - (i) it includes such other information reasonably requested by the Receiver.
23. The Receiver may waive non-compliance with any one or more of the requirements specified in these Procedures and may deem any non-compliant Definitive Agreement, as the case may be, a Qualified Phase 2 Bid.
24. If the Receiver is not satisfied with the number or terms of the Qualified Phase 2 Bids, the Receiver may extend the Phase 2 Bid Deadline without Court approval.
25. The Receiver, in consultation with the Marketing Agent, will assess any Definitive Agreement and will determine whether any such Definitive Agreement constitutes a Qualified Phase 2 Bid. Such assessment will be made within five (5) Business Days after the Phase 2 Bid Deadline (or such other deadline as the Receiver may determine) (the "**Qualified Phase 2 Bid Assessment Deadline**").
26. The Receiver shall, subject to paragraph 36 of these Procedures, determine the Person who submitted the most favourable Qualified Phase 2 Bid or, in the event there are multiple Qualified Phase 2 Bids for different Natural Gas Assets, the Persons who submitted the most favourable Qualified Phase 2 Bids (each a "**Successful Bid**" and together the "**Successful Bids**") and file an application to the Court to approve such Successful Bid or Successful Bids within thirty (30) Business Days of the Qualified Phase 2 Bid Assessment Deadline (or such other deadline as the Receiver may determine), and seek a hearing of such application (the "**Approval Hearing**") as soon as practicable thereafter.
27. Should Court approval of any Successful Bid be obtained, the Receiver shall thereafter complete the Transaction(s) contemplated by the Successful Bid in accordance with the terms thereof and any order(s) issued by the Court.

Court Approvals and Orders

28. For greater certainty, the Court approvals and orders to be obtained by the Receiver at the Approval Hearing are in addition to, and not in substitution for, any Conditions Precedent required by the

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applicable laws or any regulatory, governmental, or other entity, including, but not limited to, any Conditions Precedent required by:

- (a) the Minister of Indigenous Services, as represented by Indian Oil and Gas Canada, pursuant to the *Indian Oil and Gas Act*, RSC 1985, c 1-7 and the *Indian Oil and Gas Regulations*, SOR/2019-196;
- (b) section 25 of the *Indian Oil and Gas Regulations*, SOR/2019-196;
- (c) the Government of Saskatchewan, as represented by the Ministry of Energy and Resources ("MER"), pursuant to *The Oil and Gas Conservation Act*, RSS 1978, c O-2 and *The Pipelines Act, 1998*, SS 1998, c P-12.1;
- (d) counterparties to the Surface Leases; and
- (e) such further and other regulatory, government, or other entities under any additional legislation that may apply to any given Transaction.

Deposits

- 29. All Deposits shall be retained, without interest, by the Receiver in a trust account located at a recognized financial institution in Canada.
- 30. All Qualified Phase 2 Bidders are to provide return wire instructions for their deposits in the event their bid is not successful.
- 31. If there is a Qualified Phase 2 Bid that constitutes a Successful Bid, the Deposit (plus accrued interest) paid by the Person making such Successful Bid shall be applied to the consideration to be paid by such Qualified Bidder upon closing of the Transaction constituting the Successful Bid.
- 32. The Deposit(s) from all Qualified Bidders submitting Qualified Phase 2 Bids that do not constitute a Successful Bid shall be returned to such Qualified Bidder within five (5) Business Days of the earlier of the date that the Receiver selects a Successful Bid or Successful Bids pursuant to section 26 hereof or the Court declares a Successful Bid or Successful Bids pursuant to section 27 hereof.
- 33. If the Qualified Bidder making a Qualified Phase 2 Bid is selected as a Successful Bid and breaches or defaults on its obligation to close the Transaction in respect of the Successful Bid, it shall forfeit its Deposit to the Receiver for the benefit of the creditors in the Receivership Proceedings.
- 34. If the Receiver is unable to complete a Successful Bid as a result of its own actions and not as a result of steps or conditions contained in the Successful Bid (or the actions of a Successful Bidder), then the Deposit shall be returned to the Successful Bidder.

Notice

- 35. The addresses used for delivering documents as prescribed by the terms and conditions of these Procedures are set out in **Schedule "B"** hereto. A bid and all associated documentation shall be delivered to the Receiver by electronic mail. Persons requesting information about these Procedures should contact the Receiver at the contact information contained in **Schedule "B"**.

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Reservation of Rights

36. The Receiver, in its sole discretion, may at any time reject or choose not to accept any bid, offer, or proposal made in respect of the Natural Gas Assets.

No Amendment

37. Except for amendments which are: (i) non-substantive in nature and necessary to ensure the efficacy of the SSP and (ii) approved by the Receiver, there shall be no amendments to these Procedures unless ordered by the Court upon application by the Receiver.

Further Orders

38. At any time during the SSP, the Receiver may apply to the Court for advice and directions with respect to the discharge of its powers and duties hereunder.

Schedule "A" – Defined Terms

"**Business Day**" means a day other than a Saturday, Sunday, or statutory holiday on which banks are open for business in the City of Saskatoon.

"**Confidentiality Agreement**" means a confidentiality agreement in favour of the Receiver executed by a Prospective Bidder, in form and substance satisfactory to the Receiver, which shall enure to the benefit of any Prospective Bidder.

"**Person**" means any individual, firm corporation, limited or unlimited liability company general or limited partnership, association, trust, unincorporated organization, joint venture, government or any agency or instrumentality thereof or any other entity.

Schedule "B"

Address for Notices and Deliveries

To the Receiver:

MNP Ltd.
1500, 640 - 5th Avenue SW
Calgary, AB T2P 3G4

Attention: Victor P. Kroeger / Rick Anderson
Email: vic.kroeger@mnp.ca / rick.anderson@mnp.ca

With a copy to:

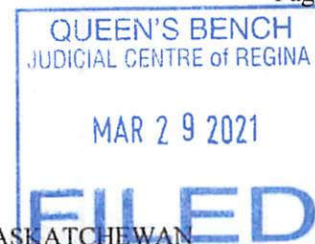
McDougall Gauley LLP
500 – 616 Main Street
Saskatoon, SK S7H 0J6

Attention: Ian Sutherland / Craig Frith
Email: isutherland@mcdougallgauley.com / cfrith@mcdougallgauley.com

To the Marketing Agent:

Sayer Energy Advisors
1620, 540 – 5th Avenue SW
Calgary, AB T2P 0M2

Attention: Tom Pavic / Ben Rye
Email: tpavic@sayeradvisors.com / brye@sayeradvisors.com



COURT FILE NUMBER	Q.B.G. No. 1705 of 2020
COURT	COURT OF QUEEN'S BENCH FOR SASKATCHEWAN IN BANKRUPTCY AND INSOLVENCY
JUDICIAL CENTRE	REGINA
APPLICANT	BDO CANADA LIMITED in its Capacity as Receiver of BOW RIVER ENERGY LTD.
RESPONDENT	BOW RIVER ENERGY LTD.

IN THE MATTER OF THE RECEIVERSHIP OF BOW RIVER ENERGY LTD.

SALE APPROVAL AND VESTING ORDER

Before the Honourable Madam Justice M.R. McCreary in chambers on 29th of March, 2021.

On the application of BDO Canada Limited, in its capacity as the court-appointed receiver and manager (the "**Receiver**") of the undertaking, property and assets of Bow River Energy Inc. (the "**Debtor**") pursuant to an Order of this Court granted on October 28, 2020 (the "**Receivership Order**"); **AND UPON** hearing counsel for the Receiver, and any other interested party appearing at the Application; **AND UPON** reading the Notice of Application dated March 19, 2021, the Report of the Receiver (the "**Receiver's Report**"), the confidential supplement to the Receiver's Report (the "**Confidential Supplement**") and a proposed Draft Order, all filed and the pleadings and proceedings having 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 Heartland Oil Corporation (the "**Purchaser**") dated March 16, 2021 and appended to the Confidential Supplement, 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 (or its nominee), 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

1. Upon the Receiver determining that the Proposed Sale 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**").
2. The Receiver may rely on written notices from the Purchaser regarding fulfillment or, if applicable, waiver of conditions to closing of the Proposed Sale under the Sale Agreement and shall have no liability with respect to the delivery of the Receiver's Certificate.
3. Subject only to approval of the transfer of applicable licenses, permits and approvals by the Saskatchewan Ministry of Energy and Mines and Indian Oil and Gas Canada, 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**"), vest absolutely in the name of the Purchaser (or its nominee), free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, 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 liens and claims of lien under *The Builders' Lien Act* (Saskatchewan);
 - (d) all municipal tax claims under *The Municipalities Act* or otherwise;
 - (e) all claims of the Saskatchewan Ministries of Energy and Resources, Environment and Agriculture in relation to the surface and mineral leases, royalties and any other debts owed by the Debtor; 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.

4. 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.
5. Pursuant to section 109 of *The Land Titles Act, 2000*, SS 2000, c L-5.1 and section 12 of *The Queen's Bench Act, 1998*, SS 1998, c Q-1.01 the Saskatchewan Registrar of Titles shall be and is hereby directed:
 - (i) accept an application, signed by the Receiver, to transfer the fee simple titles in the name of the Debtor listed in **Part I - Schedule "B"** to this Order, to the Purchaser (or its nominee),
 - (ii) accept an application, signed by the Receiver, to assign the interests in the name of the Debtor listed in **Part II - Schedule "B"** to this Order, to the Purchaser (or its nominee);
and
 - (iii) for greater certainty, to discharge all interests described in Schedule "D" hereto.
6. Any and all registration charges and fees payable in regard to the Land Titles Application shall be to the account of the Purchaser.
7. 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.
8. 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.
9. The Debtor and all persons who claim by, through or under the Debtor in respect of the Purchased Assets, save and except for the persons entitled to the benefit of the Permitted Encumbrances, shall stand absolutely barred and foreclosed from all estate, right, title, interest, royalty, rental and equity of redemption of the Purchased Assets and, to the extent that any such person remains in possession or control of any of the Purchased Assets, they shall forthwith deliver possession thereof to the Purchaser (or its nominee).
10. The Purchaser (or its nominee) shall be entitled to enter into and upon, hold and enjoy the Purchased Assets for its own use and benefit without any interference of or by the Debtor, or any person claiming by or through or against the Debtor.

11. Immediately after the closing of the Transaction, the holders of the Permitted Encumbrances shall have no claim whatsoever against the Receiver or the Debtor.
12. Forthwith after the delivery of the Receiver's Certificate to the Purchaser (or its nominee), 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.
13. 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.
14. 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 (or its nominee) 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.
15. 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

16. The Receiver, the Purchaser (or its nominee) and any other interested party, shall be at liberty to apply for further advice, assistance and directions as may be necessary in order to give full force and effect to the terms of this Order and to assist and aid the parties in closing the Transaction, 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.
17. 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.

18. Service of this Order shall be deemed good and sufficient by serving the same on:
- a. the persons listed on the service list created in these proceedings;
 - b. the Purchaser or on the Purchaser's solicitors; and
 - c. by posting a copy of this Order on the Receiver's website at: <https://www.bdo.ca/en-ca/extranets/bowriver/>;

and service on any other Person is hereby dispensed with.

ISSUED at Regina, Saskatchewan, this 29 day of March 2021.





P/ Local Registrar

DUPLICATE ORIGINAL

COURT FILE NUMBER **Q.B. No. 151 of 2022**

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

JUDICIAL CENTRE **SASKATOON**

APPLICANTS **RURAL MUNICIPALITY OF LACADENA No. 228**
RURAL MUNICIPALITY OF MIRY CREEK No. 229
RURAL MUNICIPALITY OF SNIPE LAKE No. 259
**GOVERNMENT OF SASKATCHEWAN, as represented by the
Minister of Energy and Resources**

RESPONDENT **ABBEY RESOURCES CORP.**

IN THE MATTER OF THE RECEIVERSHIP OF ABBEY RESOURCES CORP.

Before the Honourable Mr. Justice G.A. Meschishnick in Chambers the 28th day of February, 2022

Upon the application of the Government of Saskatchewan, as represented by the Minister of Energy and Resources, the Rural Municipality of Snipe Lake No. 259, the Rural Municipality of Lacadena No. 228 and the Rural Municipality of Miry Creek No. 229 (collectively, the "**Applicants**") in respect of Abbey Resources Corp. (the "**Debtor**") and upon having read the Originating Application, Affidavit of Brad Wagner, Affidavit of Krystal Graham, Affidavit of Yvonne Nelson, the Affidavit of Kathryn A. Black and the Affidavit of Brian Shauf; and upon reading the consent of MNP Ltd. to act as receiver ("**Receiver**"); all filed; and upon hearing counsel for the Applicants, the Debtor, the Receiver and such other creditors noted on the Service List.

The Court Orders:

SERVICE

1. To the extent required, the time for service of notice of the application for this order is hereby abridged and service thereof is deemed good and sufficient.

DEFINITIONS

- 1B. In this Order:
 - (a) "**CCAA Proceedings**" shall mean the proceedings commenced by the Debtor pursuant to the *Companies' Creditors Arrangement Act*, RSC 1985, c C-36, as amended in QBG No. 733 of 2021;
 - (b) "**Administration Charge**" shall have the meaning given to it at paragraph 31 of the Initial Order dated August 13, 2021 granted in the CCAA Proceedings (the "**Initial Order**"); and
 - (c) "**Sale Approval and Vesting Orders**" shall mean the two Sale Approval and Vesting Orders dated October 7, 2021 approving the Debtor's sales of certain assets in the CCAA Proceedings.

APPOINTMENT

2. Pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3 ("**BIA**"), and section 65(1) of *The Queen's Bench Act, 1998*, SS 1998, c Q-1.01, MNP Ltd. is hereby appointed Receiver, without security, of all of assets, undertakings and properties of the Debtor acquired for, or used in relation to the business carried on by the Debtor, including all proceeds thereof (the "**Property**").
- 2A The stay of proceedings set out in the Initial Order, as extended from time to time, is hereby lifted.

RECEIVER'S POWERS

3. The Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property, and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:
- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
 - (b) to receive, preserve, protect and maintain control of the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
 - (c) to manage, operate and carry on the business of the Debtor, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part other business, or cease to perform any contracts of the Debtor;
 - (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties including, without limitation, those conferred by this Order;
 - (e) to purchase or lease machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtor or any part or parts thereof;
 - (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor and to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor;
 - (g) to settle, extend or compromise any indebtedness owing to or by the Debtor;
 - (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtor, for any purpose pursuant to this Order;
 - (i) to undertake environmental or workers' health and safety assessments of the Property and operations of the Debtor;
 - (j) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtor, the Property or the Receiver, and to settle or compromise any such proceedings. The

authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding, and provided further that nothing in this Order shall authorize the Receiver to defend or settle the action in which this Order is made unless otherwise directed by this Court;

- (k) to market any or all the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (l) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,
 - (i) without the approval of this Court in respect of any transaction not exceeding \$50,000, provided that the aggregate consideration for all such transactions does not exceed \$100,000; and
 - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause, and in each such case notice under section 59(10) of the PPSA shall not be required;
- (m) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (n) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (o) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (p) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtor;
- (q) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtor;
- (r) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have;
- (s) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations; and
- (t) to undertake any of the following tasks which would ordinarily be carried out by the Monitor within the CCAA Proceedings:
 - (i) managing and administering the payment of all amounts subject to the Administration Charge;
 - (ii) managing and administering the payment of the net sale proceeds held in trust pursuant to the Sale Approval and Vesting Orders; and

- (iii) such further and other tasks as are reasonably necessary to conclude the Receiver's duties in its capacity as Monitor in the CCAA Proceedings;

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Debtor, and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

4. (i) The Debtor, (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "**Persons**" and each being a "**Person**") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property (excluding Property subject to liens the validity of which is dependent on maintaining possession) to the Receiver upon the Receiver's request.
5. All Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtor, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "**Records**") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto provided, however, that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or documents prepared in contemplation of litigation or due to statutory provisions prohibiting such disclosure.
6. If any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require, including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

NO PROCEEDINGS AGAINST THE RECEIVER

7. No proceeding or enforcement process in any court or tribunal (each, a "**Proceeding**") shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY

8. No Proceeding against or in respect of the Debtor or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and

all Proceedings currently under way against or in respect of the Debtor or the Property are hereby stayed and suspended pending further Order of this Court, provided, however, that nothing in this Order shall: (i) prevent any Person from commencing a Proceeding regarding a claim that might otherwise become barred by statute or an existing agreement, if such Proceeding is not commenced before the expiration of the stay provided by this paragraph; or (ii) affect a Regulatory Body's investigation in respect of the Debtor or an action, suit or proceeding that is taken in respect of the Debtor by or before the Regulatory Body, other than the enforcement of a payment order by the Regulatory Body or the Court. "**Regulatory Body**" means a person or body that has powers, duties or functions relating to the enforcement or administration of an Act of Parliament or of the legislature of a province.

NO EXERCISE OF RIGHTS OR REMEDIES

9. All rights and remedies (including, without limitation, set-off rights) against the Debtor or the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that nothing in this paragraph shall: (i) empower the Receiver or the Debtor to carry on any business which the Debtor is not lawfully entitled to carry on; (ii) exempt the Receiver or the Debtor from compliance with statutory or regulatory provisions relating to health, safety or the environment; (iii) prevent the filing of any registration to preserve or perfect a mortgage or security interest; or (iv) prevent the registration or filing of a lien or claim for lien or the commencement of a Proceeding to protect a lien or other rights that might otherwise be barred or extinguished by the effluxion of time, provided that no further steps shall be taken in respect of such lien, claim for lien or Proceeding except for notice of the initiating documentation on the Debtor and the Receiver. The stay and suspension shall not apply in respect of any "**Eligible Financial Contract**" as defined in section 65.1 of the BIA.

NO INTERFERENCE WITH THE RECEIVER

10. No Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtor, including, without limitation, insurance coverage, without written consent of the Receiver or leave of this Court. Nothing in this Order shall prohibit any party to an Eligible Financial Contract with the Debtor from terminating such contract or exercising any rights of set-off, in accordance with its terms.

CONTINUATION OF SERVICES

11. All Persons having oral or written agreements with the Debtor or statutory or regulatory mandates for the supply of goods and/or services, including, without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Debtor, are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and the Receiver shall be entitled to the continued use of the Debtor's current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Debtor or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

12. All funds, monies, cheques, instruments and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale or disposition of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver

(the "**Post Receivership Accounts**") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further order of this Court.

EMPLOYEES

13. Subject to the employees' rights to terminate their employment, all employees of the Debtor shall remain the employees of the Debtor until such time as the Receiver, on the Debtor's behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5), 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*, SC 2005, c 47.
14. Pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, SC 2000, c 5, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "**Sale**"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtor, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

15. (a) Notwithstanding anything in any federal or provincial law, the Receiver is not personally liable in that position for any environmental condition that arose or environmental damage that occurred:
 - (i) before the Receiver's appointment; or
 - (ii) after the Receiver's appointment unless it is established that the condition arose or the damage occurred as a result of the Receiver's gross negligence or wilful misconduct.
- (b) Nothing in sub-paragraph (a) exempts a Receiver from any duty to report or make disclosure imposed by a law referred to in that sub-paragraph.
- (c) Notwithstanding anything in any federal or provincial law, but subject to sub-paragraph (a) hereof, where an order is made which has the effect of requiring the Receiver to remedy any environmental condition or environmental damage affecting the Property, the Receiver is not personally liable for failure to comply with the order, and is not personally liable for any costs that are or would be incurred by any person in carrying out the terms of the order,
 - (i) if, within such time as is specified in the order, within ten (10) days after the order is made if no time is so specified, within ten (10) days after the appointment of the Receiver, if the order is in effect when the Receiver is appointed, or during the period of the stay referred to in clause (ii) below, the Receiver:

- A. complies with the order, or
 - B. on notice to the person who issued the order, abandons, disposes of or otherwise releases any interest in any real property affected by the condition or damage;
- (ii) during the period of a stay of the order granted, on application made within the time specified in the order referred to in clause (i) above, within ten (10) days after the order is made or within ten (10) days after the appointment of the Receiver, if the order is in effect when the Receiver is appointed, by,
- A. the court or body having jurisdiction under the law pursuant to which the order was made to enable the Receiver to contest the order; or
 - B. the court having jurisdiction in bankruptcy for the purposes of assessing the economic viability of complying with the order; or
- (iii) if the Receiver had, before the order was made, abandoned or renounced or been divested of any interest in any real property affected by the condition or damage.

Nothing in this Order shall derogate from the protection afforded to the Receiver by section 14.06 of the BIA or any other applicable legislation.

LIMITATION ON THE RECEIVER'S LIABILITY

16. Except for gross negligence or wilful misconduct, as a result of its appointment or carrying out the provisions of this Order the Receiver shall incur no liability or obligation that exceeds an amount for which it may obtain full indemnity from the Property. Nothing in this Order shall derogate from any limitation on liability or other protection afforded to the Receiver under any applicable law, including, without limitation, Sections 14.06, 81.4(5) or 81.6(3) of the BIA.

RECEIVER'S ACCOUNTS

17. The Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements and the Receiver and counsel to the Receiver shall be entitled to, and are hereby granted, a charge (the "**Receiver's Charge**") on the Property as security for such fees and disbursements both before and after the making of this Order in respect of these proceedings, and the Receiver's Charge shall form a charge on the Property. The Receiver's Charge shall have the priority set out in paragraphs 24A and 24B of this Order.
18. The Receiver and its legal counsel shall pass their accounts from time to time.
19. Prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

20. The Receiver shall be at liberty and is hereby empowered to borrow, by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not at any time exceed \$500,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of

funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "**Receiver's Borrowings Charge**") as security for the payment of the monies borrowed, together with interest and charges thereon. The Receiver's Borrowings Charge shall have the priority set out in paragraphs 24A and 24B of this Order.

21. Neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.
22. The Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "A" hereto (the "**Receiver's Certificates**") for any amount borrowed by it pursuant to this Order.
23. The monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

ALLOCATION AND PRIORITY OF CHARGES

24. Any interested party may apply to this Court, on notice to any other party likely to be affected, for an order allocating the Administration Charge, Receiver's Charge and Receiver's Borrowings Charge (collectively, the "**Charges**") amongst the various assets comprising the Property.
- 24A Each of the Charges shall constitute a charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4) and 81.6(2) of the BIA.
- 24B The priorities of the Charges, as among them, shall be as follows:
 - First – Administration Charge (to the maximum amount of \$250,000)
 - Second – Receiver's Charge
 - Third – Receiver's Borrowing Charge (to the maximum amount of \$500,000)

GENERAL

25. The Receiver may, from time to time, apply to this Court for advice and directions in the discharge of its powers and duties hereunder.
26. Nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtor.
27. Unless otherwise ordered by this Court, the Receiver will report to the Court from time to time, which reporting is not required to be in affidavit form and shall be considered by this Court as evidence.
28. 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 and 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.

- 29. The Receiver shall be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and for the recognition that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.
- 30. The Applicant shall have its costs of this application, up to and including entry and service of this Order, provided for by the terms of the Applicant's security or, if not so provided by the Applicant's security, then on a substantial indemnity basis to be paid by the Receiver from the Debtor's estate with such priority and at such time as this Court may determine.
- 31. Any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

NOTICE AND SERVICE

- 32. The Applicants shall, within ten (10) days of the date of this Order, cause a true copy of this Order to be served by prepaid ordinary mail on all Persons to whom the Receiver is required to send notice pursuant to section 245(1) of the BIA (the "Notice").
- 33. The Notice shall be deemed to have been received on the seventh day after mailing.
- 34. The Notice served pursuant to paragraph 32 above shall be accompanied by a cover letter in the form attached as Schedule "B" to this Order.
- 35. The Electronic Case Information and Service Protocol attached as Schedule "C" hereto (the "Protocol") is approved and adopted for these proceedings. Terms which are capitalized herein but otherwise not defined shall bear the respective meanings ascribed to them in the Protocol. Service of documents made in accordance with the Protocol shall (subject to review by the Court at the time of any application) constitute valid and effective service. A Receiver's Website shall be established in accordance with the Protocol with the following URL: www.mnpdebt.ca/Abbey_Resources_Receivership. Applications in respect of this matter may be made upon three days' notice.
- 36. The failure of any Person to forward a Request for Electronic Service or a Request for Facsimile Service to the Service List Keeper shall release the Receiver, the Applicant, and any other interested Person serving court materials in this matter from any requirement to provide further notice in respect of these proceedings to any such Person until such time as a properly completed request for such service is received from such Person by each of the counsel for the Receiver and the Applicant.
- 37. The Applicant and the Receiver shall be at liberty to serve the Notice on any other interested Person by prepaid ordinary mail, courier, personal delivery, facsimile or other electronic transmission to such Persons at their respective addresses as last shown on the records of the Applicant.

ISSUED at the City of Saskatoon, in the Province of Saskatchewan, this 28 day of February, 2022.


DEPUTY LOCAL REGISTRAR

CONTACT INFO AND ADDRESS FOR SERVICE: