

## COURT OF APPEAL OF ALBERTA

COURT OF APPEAL FILE  
NUMBER

2101-0085AC

TRIAL COURT FILE NUMBER / 25-2332583  
ESTATE NUMBERS 25-2332610  
25-2335351

REGISTRY OFFICE CALGARY

Clerk's Stamp

APPLICANT ALVAREZ & MARSAL CANADA INC. in its capacity as  
the Court-appointed receiver and manager of MANITOK  
ENERGY INC.STATUS ON APPEAL PROPOSED APPELLANT  
STATUS ON APPLICATION APPLICANTRESPONDENTS PRENTICE CREEK CONTRACTING LTD., RIVERSIDE  
FUELS LTD. and ALBERTA ENERGY REGULATORSTATUS ON APPEAL PROPOSED RESPONDENTS  
STATUS ON APPLICATION RESPONDENTS

DOCUMENT AFFIDAVIT IN SUPPORT OF APPLICATION

APPELLANT'S ADDRESS FOR  
SERVICE AND CONTACT  
INFORMATION OF PARTY  
FILING THIS DOCUMENT **Norton Rose Fulbright Canada LLP**  
400 3rd Avenue SW, Suite 3700  
Calgary, Alberta T2P 4H2  
Phone: 403.267.8222 / Fax: 403.264.5973Howard A. Gorman Q.C. / D. Aaron Stephenson / Meghan  
L. ParkerCounsel for the Applicant, the Receiver (File #  
1001023920)

## Affidavit of Sarah Trigueiro

Sworn on April 5, 2020

I, Sarah Trigueiro, of Calgary, Alberta, SWEAR AND SAY THAT:

1. I am a litigation paralegal with the law firm of Norton Rose Fulbright Canada LLP (**Norton Rose**), counsel for Alvarez & Marsal Canada Inc., in its capacity as receiver and manager of the current and future assets, undertakings, and properties of Manitok Energy Inc. (**Manitok**) (the **Applicant**), and, as such, I have personal knowledge of the matters hereinafter deposed to except where stated to be based on information and belief, in which case I believe such information to be true.
2. I swear this Affidavit in support of an Application by the Applicant for a declaration that leave to appeal is not required, or alternatively granting leave to appeal the order of the Honourable Madam Justice B.E.C. Romaine granted March 24, 2021 in the receivership proceedings of Manitok in Court of Queen's Bench of Alberta Bankruptcy Estate Numbers 25-2332583, 25-2332610 and 25-2335351 (the **Receivership Proceedings**).
3. Various Court documents and transcripts from the Receivership Proceedings are attached hereto.

### Materials from the Receivership Proceedings

4. Attached as **Exhibit "A"** is a copy of the Receivership Order granted by the Court of Queen's Bench of Alberta on February 20, 2018.
5. Attached are copies of prior Receiver's reports filed in the Receivership Proceedings, as follows (unless otherwise stated, appendices to the reports have been removed):
  - (a) the Eighth Report of the Receiver, filed (**Exhibit "B"**);
  - (b) the Ninth Report of the Receiver, filed (**Exhibit "C"**);
  - (c) the Tenth Report of the Receiver, filed (**Exhibit "D"**);
  - (d) the Eleventh Report of the Receiver, and Appendix "A" thereto, filed (**Exhibit "E"**);
  - (e) the Twelfth Report of the Receiver, filed (**Exhibit "F"**); and
  - (f) the Fourteenth Report of the Receiver, filed (**Exhibit "G"**).
6. Attached are copies of prior Orders of the Court of Queen's Bench, as follows:

- (a) Order of Madam Justice B.E.C. Romaine, filed October 17, 2019 (**Exhibit “H”**); and
- (b) Sale Approval and Vesting Order, filed January 18, 2019 (schedules to Order not included) (**Exhibit “I”**).

#### The Receiver’s Application Materials

- 7. Attached as **Exhibit “J”** is a copy of the Application filed by the Receiver on September 21, 2020.
- 8. Attached as **Exhibit “K”** is a copy of the Fifteenth Report of the Receiver, filed September 21, 2020.
- 9. Attached as **Exhibit “L”** is a copy of the Brief of Law (without authorities) filed by the Receiver on October 2, 2020.


#### The Respondents’ Application Materials

- 10. Attached as **Exhibit “M”** is a copy of the Affidavit of Laura Chant filed by the Alberta Energy Regulator (**AER**) on October 8, 2020.
- 11. Attached as **Exhibit “N”** is a copy of the Brief of Law (without authorities) filed by the AER on October 8, 2020.
- 12. Attached as **Exhibit “O”** is a copy of the Affidavit of Donald A. Hamilton, which was served by Riverside Fuels Ltd. (**Riverside**) on October 8, 2020.
- 13. Attached as **Exhibit “P”** is a copy of the Brief of Law (without authorities), which was served by Riverside on October 8, 2020.
- 14. Attached as **Exhibit “Q”** is a copy of the Affidavit of Allan Adams filed by Prentice Creek Contracting Ltd. (**Prentice Creek**) on October 8, 2020.
- 15. Attached as **Exhibit “R”** is a copy of the Brief of Law (without authorities) filed by Prentice Creek on October 8, 2020.

Conclusion


16. I make this Affidavit in support of an application for a declaration that leave to appeal is not required, or alternatively leave to appeal.

SWORN BEFORE ME at Calgary, Alberta,  
this 5<sup>th</sup> day of April, 2021.

  
(Commissioner for Oaths in and for the  
Province of Alberta)

**D. Aaron Stephenson**  
**Barrister & Solicitor**

PRINT NAME AND EXPIRY OR  
LAWYER/STUDENT-AT-LAW

  
Sarah Trigueiro  
Litigation Paralegal  
Norton Rose Fulbright Canada LLP



This is Exhibit A referred to in the Affidavit of  
Sarah Trigueiro

Sworn before me on April 5<sup>th</sup>, 2021



Commissioner for Oaths in and for  
the Province of Alberta

**D. Aaron Stephenson**  
**Barrister & Solicitor**

PRINT NAME AND EXPIRY OR  
LAWYER/STUDENT-AT-LAW

I hereby certify this to be a true copy of the  
original Order  
of which it purports to be a copy.

006

ESTATE NUMBER

25-2332583  
25-2332610  
25-2335351

Dated this

day of

20 Feb 2018  
for Raimount  
Registrar at Calgary  
Bankruptcy Division of the  
Court of Queen's Bench of Alberta

COURT

COURT OF QUEEN'S BENCH OF ALBERTA  
IN BANKRUPTCY AND INSOLVENCY

JUDICIAL CENTRE

CALGARY

PROCEEDING

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

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

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

DOCUMENT:

**RECEIVERSHIP ORDER**

ADDRESS FOR  
SERVICE AND  
CONTACT  
INFORMATION OF  
PARTY FILING THIS  
DOCUMENT:

MCCARTHY TÉTRAULT LLP  
Barristers & Solicitors  
Sean F. Collins / Walker MacLeod / Pantelis Kyriakakis  
4000, 421 – 7<sup>th</sup> Avenue SW  
Calgary, Alberta T2P 4K9  
Phone: 403-260-3531 / 3710 / 3536  
Fax: 403-260-3501  
Email: scollins@mccarthy.ca / wmacleod@mccarthy.ca /  
pkyriakakis@mccarthy.ca

Date On Which Order Was Pronounced:

February 20, 2018

Name Of Judge Who Made This Order:

Madam Justice K.M. Horner

Location Of Hearing:

Calgary, Alberta

**UPON** the application (the "**Application**") of National Bank of Canada ("**NBC**") in respect of Manitok Energy Inc. ("**Manitok**") and Raimount Energy Corp. ("**Raimount**", Raimount and Manitok are collectively referred to as, the "**Debtors**"); **AND UPON** having read the Application, the Affidavit of Audrey Ng, sworn on January 11, 2018, and the Affidavit of Service of Katie Doran, sworn on January 11, 2018, all filed; **AND UPON** having read Confidential Exhibits "I", "J", "AA", "DD", "EE", and "FF" to the Affidavit of Audrey Ng, sworn on January 11, 2018, unfiled;

**AND UPON** having read the Notice of Intention to Make a Proposal filed by both Manitok and Raimount on January 10, 2017, pursuant to section 50.4(1) of the *Bankruptcy and Insolvency Act*, SC 1985, c B-3 (the "**BIA**"); **AND UPON** having read the Affidavit of Massimo Geremia, sworn on January 11, 2018, filed; **AND UPON** having read the Order (Interim Finance) granted, in the within proceedings, on January 12, 2018; **AND UPON** having read the Affidavit of Massimo Geremia, sworn on February 7, 2018, filed; **AND UPON** having read the Supplemental Affidavit of Massimo Geremia, sworn on February 13, 2018, filed; **AND UPON** having read the Affidavit of Audrey Ng, sworn on February 14, 2018 (the "**Second Ng Affidavit**"), filed; **AND UPON** having read Confidential Exhibit "**B**" to the Second Ng Affidavit, unfiled; **AND UPON** having read the Second Report of FTI Consulting Canada Inc. (the "**Proposal Trustee**"), as proposal trustee of the Debtors, dated February 12, 2018; **AND UPON** reading the consent of Alvarez & Marsal Canada Inc. to act as receiver and manager (the "**Receiver**") of all of the assets, properties, and undertakings of the Debtors, filed; **AND UPON** hearing counsel for NBC, the Debtors, the Proposal Trustee, and any other persons present;

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

**SERVICE**

1. The time for service of the notice of application for this order is hereby abridged and service thereof is deemed good and sufficient.

**APPOINTMENT**

2. Pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 ("**BIA**"), and section 13(2) of the *Judicature Act*, R.S.A. 2000, c.J-2, Alvarez & Marsal Canada Inc. is hereby appointed Receiver, without security, of all of the Debtors' current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate, including all proceeds thereof (collectively, the "**Property**").

**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 and protect 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 Debtors, 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 Debtors;
- (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 Debtors or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtors and to exercise all remedies of the Debtors in collecting such monies, including, without limitation, to enforce any security held by the Debtors;
- (g) to settle, extend or compromise any indebtedness owing to or by the Debtors;
- (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 Debtors, for any purpose pursuant to this Order;
- (i) to undertake environmental or workers' health and safety assessments of the Property and operations of the Debtors;



- (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 Debtors, 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 which does not exceed \$500,000, provided that the aggregate consideration for all such transactions does not exceed \$2,000,000; 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 subsection 60(8) of the *Personal Property Security Act*, R.S.A. 2000, c. P-7 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, and this Order shall be registered by the

Registrar of Land Titles notwithstanding the requirements of section 191(1) of the *Land Titles Act*, RSA 2000, c L-7, and notwithstanding that the appeal period in respect of this Order has not elapsed, which appeal period is expressly waived;

- (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 Debtors;
- (q) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtors, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtors;
- (r) to exercise any shareholder, partnership, joint venture or other rights which the Debtors may have; and,
- (s) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations;

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 Debtors, and without interference from any other Person.

#### **DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER**

4. (i) The Debtors, (ii) all of their current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on their 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 Debtors, 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 DEBTORS OR THE PROPERTY**

8. No Proceeding against or in respect of the Debtors 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 Debtors 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 8; and (ii) affect a Regulatory Body's investigation in respect of the Debtors or an action, suit or proceeding that is taken in respect of the Debtors 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 OF REMEDIES**

9. All rights and remedies (including, without limitation, set-off rights) against the Debtors, 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 this stay and suspension does not apply in respect of any "eligible financial contract" (as defined in the BIA), and further provided that nothing in this paragraph shall (i) empower the Receiver or the Debtors to carry on any business which the Debtors are not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtors 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 security interest, or (iv) prevent the registration of a claim for lien.

#### **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 Debtors, without written consent of the Receiver or leave of this Court. Nothing in this Order shall prohibit any party to an eligible financial contract from closing out and terminating such contract in accordance with its terms.

#### **CONTINUATION OF SERVICES**

11. All Persons having oral or written agreements with the Debtors 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 Debtors 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 this Court directs that the Receiver shall be entitled to the continued use of the Debtors' 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 Debtors 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 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 employees' rights to terminate their employment, all employees of the Debtors shall remain the employees of the Debtors until such time as the Receiver, on the Debtors' 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) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*, S.C. 2005, c.47 ("**WEPPA**").

14. Pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, S.C. 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 Debtors, 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 10 days after the order is made if no time is so specified, within 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 10 days after the order is made or within 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.

#### **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, Section 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 incurred prior to and after the date of this Order, in each case, incurred at their standard rates and charges. The Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "**Receiver's Charge**") on all of the Property, as security for such fees and disbursements, incurred both before and after the making of this Order in respect of these proceedings, and the Receiver's Charge shall form a first charge on all of the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or

otherwise, in favour of any Person but subject to section 14.06(7), 81.4(4), 81.6(2) and 88. of the BIA.

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 the legal fees and disbursements, incurred at the normal rates and charges of the Receiver or its counsel, 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 is at liberty and it 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 exceed \$2,000,000 (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 or as otherwise may be necessary. 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, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges set out in sections 14.06(7), 81.4(4) and 81.6(2) and 88 of the BIA.

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**

24. The Receiver or any interested party may apply to this Court, on notice to any other party likely to be affected, for an order allocating the Receiver's Charge and Receiver's Borrowings Charge amongst the various assets comprising the Property, or seeking to extend and allocate either or both of the Receiver's Charge or the Receiver's Borrowings Charge, as may be necessary.

## **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. Notwithstanding Rule 6.11 of the Alberta *Rules of Court*, 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. The Receiver's reports shall be filed by the Court Clerk notwithstanding the same not including an original signature.

27. Nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtors.

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 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 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.

31. Any interested party may apply to this Court to vary or amend this Order on not less than 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.

32. The Receiver shall establish and maintain a website in respect of these proceedings at <https://www.alvarezandmarsal.com/Manitok> and shall post there as soon as practicable:

-   
Justice of the Court of Queen's Bench of Alberta

**SCHEDULE "A" TO THE FORM OF RECEIVERSHIP ORDER  
RECEIVER'S CERTIFICATE**

**RECEIVER CERTIFICATE**

CERTIFICATE NO. \_\_\_\_\_

AMOUNT \$ \_\_\_\_\_

1. THIS IS TO CERTIFY that Alvarez & Marsal Canada Inc., the receiver and manager (the "**Receiver**") of all of the assets, undertakings and properties of Manitok Energy Inc. ("**Manitok**") and Raimount Energy Corp. ("**Raimount**", Raimount and Manitok are collectively referred to as, the "**Debtors**") as appointed by Order of the Court of Queen's Bench of Alberta and Court of Queen's Bench of Alberta in Bankruptcy and Insolvency (collectively, the "**Court**") dated the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (the "**Order**") made in action number \_\_\_\_\_, has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of \$\_\_\_\_\_, being part of the total principal sum of \$\_\_\_\_\_ which the Receiver is authorized to borrow under and pursuant to the Order.

2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily] [monthly not in advance on the \_\_\_\_ day of each month] after the date hereof at a notional rate per annum equal to the rate of \_\_\_\_\_ per cent above the prime commercial lending rate of \_\_\_\_\_ from time to time.

3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.

4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at \_\_\_\_\_

5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.
6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property) as authorized by the Order and as authorized by any further or other order of the Court.
7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Alvarez & Marsal Canada Inc., solely in its capacity as Receiver of the Property (as defined in the Order), and not in its personal or corporate capacity

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


Name:

Title:



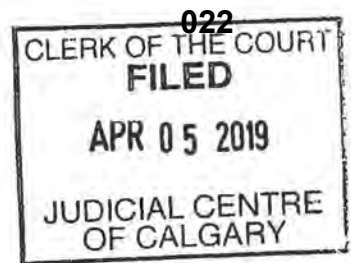
This is Exhibit **B** referred to in the Affidavit of  
Sarah Trigueiro

Sworn before me on April 5<sup>th</sup>, 2021

  
\_\_\_\_\_  
Commissioner for Oaths in and for  
the Province of Alberta

**D. Aaron Stephenson**  
~~Barrister & Solicitor~~

\_\_\_\_\_  
PRINT NAME AND EXPIRY OR  
LAWYER/STUDENT-AT-LAW



COURT FILE NUMBERS	25-2332583 25-2332610 25-2335351
COURT	COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE	CALGARY
PROCEEDINGS	IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF MANITOK ENERGY INC.  IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF RAIMOUNT ENERGY CORP.  IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF CORINTHIAN OIL CORP.

DOCUMENT	<b>EIGHTH REPORT OF THE RECEIVER</b>
----------	--------------------------------------

**April 4, 2019**

ADDRESS FOR SERVICE AND  
CONTACT INFORMATION OF  
PARTY FILING THIS  
DOCUMENT

**RECEIVER**  
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File: 1001023920



ALVAREZ & MARSAL

## **TABLE OF CONTENTS OF THE EIGHTH REPORT OF THE RECEIVER**

INTRODUCTION .....	3
TERMS OF REFERENCE .....	5
BACKGROUND AND OVERVIEW .....	5
UPDATE ON THE MANITOK PSA.....	5
RECEIVER’S CONCLUSIONS AND RECOMMENDATIONS .....	9

## **LISTING OF APPENDICES OF THE EIGHTH REPORT OF THE RECEIVER**

APPENDIX A

Second Amending Agreement

## INTRODUCTION

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

- transactions, as more fully described in the Second Report of the Receiver. Since the Receiver's Sixth Report dated January 11, 2019, and as a result of the recent decision of the Supreme Court of Canada ("SCC") in *Orphan Well Association v Grant Thornton Ltd*, 2019 SCC 5 ("**Redwater**"), the Alberta Energy Regulator (the "**AER**") is a significant stakeholder in the Receivership even though it is not a "creditor" *per se*, as discussed in further detail below.
5. The purpose of this Eighth Report of the Receiver (the "**Eighth Report**" or "**this Report**") is to provide the Court with information in respect of the following:
    - a) an update on the transaction contemplated in the Purchase and Sale Agreement between the Receiver and Tantalus Energy Corp. ("**Tantalus**") dated November 23, 2018 as amended by a Waiver and Amending Agreement dated December 14, 2018 (collectively, and as may be amended from time to time, the "**Transaction**" and the "**Manitok PSA**", respectively), as was previously approved by the Court on January 18, 2019 ("**Manitok SAVO**");
    - b) the Receiver's application for an order amending the Manitok SAVO ("**SAVO Amending Order**") to effect the approval of the Manitok PSA as amended by the Second Amending Agreement between the Receiver and Persist, dated March 29, 2019 ("**Second Amending Agreement**"); and
    - c) the Receiver's conclusions and recommendations.
  6. Capitalized words or terms not defined or ascribed a meaning in this Report are as defined or ascribed a meaning in the Receivership Order or the seven previous reports of the Receiver.
  7. All references to dollars are in Canadian currency unless otherwise noted.

## TERMS OF REFERENCE

8. In preparing this Eighth Report, the Receiver has relied upon information obtained from the representations of certain former management and employees of the Company, and financial and other information contained in the Company's books and records. The Receiver has not performed an audit, review or other verification of such information.

## BACKGROUND AND OVERVIEW

9. ManitoK is a public oil and gas exploration and development company focusing on conventional oil and gas reservoirs in the Canadian Foothills along with crude oil in Southern Alberta. ManitoK is a corporation registered to carry on business in the Province of Alberta whose shares were traded widely on the TSX Venture Exchange before trading was halted prior to the Receivership Date. ManitoK is headquartered in Calgary, Alberta and has two wholly-owned subsidiaries, Raimount and Corinthian. The Transaction, once completed, will result in the sale of substantially all of the remaining marketable assets of the Company.
10. Further background on the Company and its financial circumstances is contained in the materials filed in support of and relating to the Receivership Order. These documents and other relevant information, including the Receiver's other filed reports, have been posted by the Receiver on its website at: [www.alvarezandmarsal.com/manitok](http://www.alvarezandmarsal.com/manitok) (the "Receiver's Website").

## MANITOK PSA – TRANSACTION UPDATE

### Status of the Transaction

11. On January 18, 2019, the Receiver sought and was granted by this Honourable Court several Orders, including the ManitoK SAVO. The ManitoK SAVO approved the sale of, among other things, certain petroleum and natural gas rights and associated tangibles and miscellaneous interests to Tantalus pursuant to the

- Manitok PSA. The transaction contemplated in the Manitok PSA was scheduled to close on February 5, 2019.
12. On January 31, 2019, the SCC issued its decision in *Redwater*, reversing the lower Courts' decisions and held that the AER is not asserting a claim provable in bankruptcy by insisting on the satisfaction of abandonment and reclamation obligations, and is not itself a creditor. As it relates to this matter the AER, as a provincial regulator, can direct the Receiver to use assets in the insolvent company's estate (including any sale proceeds) estate funds to comply with provincial regulatory orders in priority to secured creditors, in this case NBC and Stream.
  13. The Receiver agreed to various requests from Tantalus to extend the scheduled closing date so the parties could evaluate the impact of *Redwater* on the Transaction, and also so the Receiver and certain stakeholders could meet with the AER.
  14. On February 25 and February 26, 2019, the Receiver, its counsel and counsel to NBC met with the AER to discuss the Transaction and other transactions, and the impacts of *Redwater*. The Receiver understands that Tantalus met with the AER separately.
  15. On March 11, 2019, Tantalus and Persist Oil and Gas Inc. ("**Persist**") amalgamated, with the resulting corporation, Persist, becoming the Purchaser under (and as defined in) the Manitok PSA.
  16. During the first two weeks of March 2019, the Receiver and Persist held various discussions and negotiations relating to the Transaction.
  17. On March 14, 2019, the Receiver and Persist attempted to close the Transaction, including by executing various closing documents as required by the Manitok PSA; however, the documentation contemplated by one of the mutual closing conditions in the Manitok PSA was not delivered at closing by Freehold as a result of a disagreement between Persist and Freehold regarding the inclusion (or

- non-inclusion) of certain wells and lands in the relevant schedule(s) to the PVR Conversion Agreements between Persist and Freehold.
18. Prior to Court approval of the Manitok SAVO, Freehold and Persist had placed in escrow with their respective legal counsel executed signature pages to the PVR Conversion Agreements between Persist and Freehold. At some point prior to March 14, 2019, the Receiver understands that Freehold further reviewed the schedules to the PVR Conversion Agreements between Persist and Freehold and, on or around March 14, 2019, advised the Receiver and Persist that they would not release the executed signature pages to the PVR Conversion Agreements unless the relevant schedule(s) to the PVR Conversion Agreements between Persist and Freehold were amended to include the Disputed PrairieSky Assets (which were not included). Persist would not agree to such inclusion unless significant adjustments were made to the purchase price in the Manitok PSA. The Receiver was not agreeable to any such adjustments. Freehold also requested that certain additional assets be made subject to the relevant PVR Conversion Agreements between Persist and Freehold. Persist was agreeable to the inclusion of those assets.
  19. As a result of the foregoing, the Transaction did not close as planned on the revised closing date of March 14, 2019.
  20. The Receiver, Persist and/or Freehold thereafter held numerous discussions in an attempt to resolve differences among them and close the Transaction. Those attempts were not successful, and on March 25, 2019, Persist delivered a notice to terminate the Manitok PSA, Raimount PSA and Corinthian PSA (**“Termination Notice”**).
  21. Notwithstanding the Termination Notice, the Receiver continued to participate in and encourage various discussions and negotiations among Persist, Freehold, Stream, NBC and the AER in a final attempt to seek a resolution of the various differences, and keep dialogue open among the various parties and stakeholders, all with the hope of closing the Transaction. As a result of those discussions and



negotiations, an agreement was reached amongst the various parties and stakeholders, which led the Receiver and Persist, with support from NBC, Stream and Freehold, to amend the terms of the Manitok PSA in accordance with the Second Amending Agreement, as described below, conditional upon the granting of the SAVO Amending Order. The Receiver understands the AER is aware of the amendments to the schedules to the Manitok PSA and has no objection to the amendments.

22. On April 1, 2019, Persist retracted the Termination Notice.

### **Second Amending Agreement**

23. On March 29, 2019, the Receiver and Persist entered into the Second Amending Agreement, a copy of which is attached as Appendix A to this Report.

24. The Second Amending Agreement reflects the following amendments to the Manitok PSA and/or steps to be taken to complete the Transaction (as applicable):<sup>1</sup>

- a) certain Nisku formation wells and associated lands in the Wayne area were deleted from Schedules “A” and “B” (Part A) to the Manitok PSA, with the effect that such wells and associated lands do not form part of the Assets;
- b) the Deleted Stolberg Lands and Leases were added to Schedule “A” to the Manitok PSA, with the effect that the Deleted Stolberg Lands and Leases form part of the Assets;
- c) certain non-producing Mannville formation wells and associated lands were added to Schedules “A” and “B” (Part A) to the Manitok PSA,

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<sup>1</sup> Capitalized terms used herein and not otherwise defined in this Report shall have the respective meaning as set forth in the Second Amending Agreement.

with the effect that such wells and associated lands form part of the Assets;

- d) the tangibles described in Exhibit 3 to the Second Amending Agreement were added to Schedule “B” (Part B) to the Manitok PSA, with the effect that such tangibles form part of the Assets;
- e) certain payments are to be made and/or credited to each of the Receiver and Persist (as applicable); and
- f) certain conditions precedent to the completion of the Transaction were added or revised, including Freehold delivering into escrow with Persist's legal counsel Freehold's executed signature pages to the PVR Conversion Agreements (the most significant amendments to which were changes to the schedules to reflect the amendments to the Manitok PSA contemplated in paragraphs 24 a) and c) above and to amend the effective date from October 1, 2018 to March 1, 2019).

#### **SAVO Amending Order**

- 25. The proposed SAVO Amending Order provides for the amendment of the Manitok SAVO such that it will approve the Manitok PSA as amended by the Second Amending Agreement, as contemplated in paragraphs 24 a) through d) above.
- 26. The proposed SAVO Amending Order also provides that the non-producing Mannville formation wells and associated lands, referenced in paragraph 24 c) above, will not vest in Persist free and clear of any security interests or claims.

#### **RECEIVER’S CONCLUSIONS AND RECOMMENDATIONS**

- 27. The Receiver remains of the view that it has made commercially reasonable efforts to obtain the highest realization for the Property being sold to Persist pursuant to the Sale Process.

28. The Receiver is satisfied that the interests of Manitok's financial stakeholders have been considered during the course of the Sale Process and the Receivership Proceeding, as discussed in the Fourth and Sixth Reports.
29. The Receiver is satisfied that the amendments to the Manitok PSA and Manitok SAVO are necessary to close the Transaction. The Receiver's current understanding is that all stakeholders with an interest in the assets being added to the Manitok PSA, including the AER, have no objection to such amendments.
30. The Receiver recommends that this Honorable Court approve the Second Amending Agreement by granting the SAVO Amending Order substantially in the Receiver's proposed form.

All of which is respectfully submitted this 4<sup>th</sup> day of April 2019.


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



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

This is Exhibit C referred to in the Affidavit of  
Sarah Trigueiro

Sworn before me on April 5<sup>th</sup>, 2021



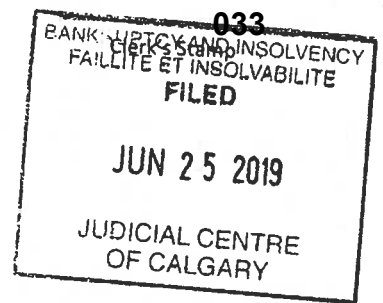
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Commissioner for Oaths in and for  
the Province of Alberta

**D. Aaron Stephenson**  
**Barrister & Solicitor**

---

PRINT NAME AND EXPIRY OR  
LAWYER/STUDENT-AT-LAW



COURT FILE NUMBERS

25-2332583  
25-2332610  
25-2335351

COURT

COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE

CALGARY

PROCEEDINGS

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

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

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

DOCUMENT

**NINTH REPORT OF THE RECEIVER**

**June 25, 2019**

ADDRESS FOR SERVICE AND  
CONTACT INFORMATION OF  
PARTY FILING THIS  
DOCUMENT

**RECEIVER**

ALVAREZ & MARSAL CANADA INC.  
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File: 1001023920



ALVAREZ & MARSAL

## **TABLE OF CONTENTS OF THE NINTH REPORT OF THE RECEIVER**

INTRODUCTION .....	3
TERMS OF REFERENCE .....	5
ACTIVITIES OF THE RECEIVER .....	5
SALE OF ASSETS TO PERSIST .....	7
DEALINGS WITH THE AER .....	8
RENUNCIATION OF ASSETS AND RECEIVER’S DISCHARGE .....	9
FURTHER SALES .....	11
MUNICIPAL TAX OUTSTANDING AND HOLDBACK RELEASE .....	12
RECEIPTS AND DISBURSEMENTS – FEBRUARY 20, 2018 TO MAY 31, 2019 .....	14
APPROVAL OF THE RECEIVER’S AND ITS COUNSEL’S FEES AND COSTS .....	17
RECEIVER’S CONCLUSIONS AND RECOMMENDATIONS .....	18

## **LISTING OF APPENDICES OF THE NINTH REPORT OF THE RECEIVER**

APPENDIX A	Agreed Compliance Activities
APPENDIX B	Notice of Renunciation
APPENDIX C	Municipal Tax Analysis
APPENDIX D	Correspondence to Municipalities
APPENDIX E	Summary of Receiver’s Accounts
APPENDIX F	Summary of Counsel’s Accounts
APPENDIX G	Summary of Conflict Counsel’s Accounts

## INTRODUCTION

1. On February 20, 2018 (the “**Receivership Date**”), the Court of Queen’s Bench of Alberta (the “**Court**”) granted an order in these proceedings (the “**Consent Receivership Order**”) appointing Alvarez & Marsal Canada Inc. (“**A&M**”) as receiver and manager (the “**Receiver**”), without security, of all of the current and future assets, undertakings and properties of every nature and kind whatsoever, including but not limited to real property and wherever situate including all proceeds thereof (the “**Property**”) of Manitok Energy Inc. (“**Manitok**”) and its wholly owned subsidiary Raimount Energy Corp. (“**Raimount**”) (together, or either of them, as the context requires, the “**Company**”) pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3, as amended, (the “**BIA**”) and section 13(2) of the *Judicature Act*, RSA 2000, c J-2.
2. Prior to the Receivership Date, Manitok, Raimount and Manitok’s other wholly owned subsidiary, Corinthian Oil Corp. (“**Corinthian**”), had each filed an unsuccessful Notice of Intention to File a Proposal under the BIA (“**NOI**”). A&M was appointed as the Bankruptcy Trustee of each of them.
3. Corinthian is not part of the Receivership. A&M is managing its affairs as Bankruptcy Trustee and through Manitok, who is the operator of the Corinthian properties. The Corinthian assets are not material compared to the assets of the Company. A&M, in its capacity as Bankruptcy Trustee of Corinthian, anticipates that it may seek to renounce some or all of Corinthian’s remaining property. A separate report on that will be filed by the Trustee.
4. The most significant stakeholders in the Receivership Proceedings are the National Bank of Canada (“**NBC**”) and the Alberta Energy Regulator (“**AER**”). NBC holds a first charge over all of the assets of the Company and the proceeds therefrom, except for certain facilities either secured or owned by Stream Asset Financial Manitok LP (“**Stream**”) that were sold by the Receiver as part of the Persist PSA.

5. As discussed in the Eighth Report of the Receiver, as a result of the decision of the Supreme Court of Canada (“SCC”) in *Orphan Well Association v Grant Thornton Ltd*, 2019 SCC 5 (“**Redwater**”), the AER is a significant stakeholder in the Receivership even though it is not a “creditor” *per se*.
6. The purpose of this Ninth Report of the Receiver (the “**Ninth Report**” or “**this Report**”) is to provide the Court with information in respect of the following:
  - a) the Receiver’s activities;
  - b) the Receiver’s dealings with the AER;
  - c) the status of the transaction with Persist;
  - d) the Receiver’s dealings with the AER and the Receiver’s application to renounce assets and be discharged from significant surface leases, wells, pipelines and facilities, together with associated mineral leases, AER licenses, and equipment;
  - e) the cash flow results for the period from February 20, 2018 to May 31, 2019 (the “**Reporting Period**”);
  - f) the Receiver and its legal counsel’s fees and expenditures through to April 30, 2019;
  - g) municipal tax obligations and the status of a holdback relating to same; and
  - h) the Receiver’s conclusions and recommendations.
7. Capitalized words or terms not defined or ascribed a meaning in this Report are as defined or ascribed a meaning in the Receivership Order or the eight previous reports of the Receiver.
8. All references to dollars are in Canadian currency.



## TERMS OF REFERENCE

9. In preparing this Ninth Report, the Receiver has relied upon information obtained from the representations of certain former management and employees of the Company, and financial and other information contained in the Company's books and records. The Receiver has not performed an audit, review or other verification of such information.

## ACTIVITIES OF THE RECEIVER

10. Since the Sixth Report, when the Receiver last reported to this Court on its activities generally, the Receiver's activities have included the following:
  - a) finalizing statements of adjustments on the three previously-closed transactions;
  - b) addressing the claims of significant claimants, including Freehold Royalties Partnership ("**Freehold**"), Ember Resources Inc. ("**Ember**"), PrairieSky Royalty Ltd. ("**PSK**"), Stream and NBC; and
  - c) negotiating, seeking court approval and closing a sale of core properties to Persist;
  - d) assisting in the resolution and settlement of disputed claims by PSK and Ember;
  - e) attending to various matters to transition the operation and management of core properties to Persist;
  - f) following up with parties expressing interest in acquiring non-core assets of the Company;
  - g) attending various calls and meetings with the secured creditors concerning operational and financial updates of the Company and other matters involving the Receivership generally;

- h) attending various calls and meetings with the AER concerning operations and financial updates of the Company, renunciations of assets, and potential sales of remaining assets of the Company, and preparing a special report regarding same for the AER and NBC;
- i) continuing to hold AER licenses for assets that were sold to Shanghai Energy Corporation, as bare trustee, and corresponding and attending meetings with the AER and Shanghai regarding license transfers and related issues;
- j) providing instructions to the Receiver's primary legal counsel, Norton Rose Fulbright Canada LLP ("NRF"), in respect of the Receivership generally;
- k) providing instructions to McCarthy Tetrault LLP ("MT"), as conflict counsel, in respect of specific matters;
- l) continuing to operate and manage the day-to-day operations of the Company and its remaining core and non-core properties, including contractor supervision of over 35 individuals and monitoring cash flow to ensure the timely payment of trade creditors for services rendered and approved by the Receiver, and collection of accounts receivables;
- m) attending numerous and on-going meetings and discussions with various creditors (or their representatives), legal counsel to the Receiver, interested parties, and other stakeholders regarding the Receivership generally;
- n) negotiating the renewal of a comprehensive corporate insurance policy; and

- o) preparing analyses of outstanding municipal taxes and correspondence to several municipal tax authorities to advise on the status of those taxes for the tax years 2017 and 2018.

## SALE OF ASSETS TO PERSIST

11. The Receiver's sale of core properties to Persist (formerly Tantalus) is described in the Receiver's Sixth and Eighth Reports. The Persist SAVO was granted initially on January 18, 2019. The transaction failed to close afterwards, principally due to complications arising from the release of the SCC decision in *Redwater*. An amending order was then granted on April 12, 2019, which permitted the sale to Persist to close on April 15, 2019. The cash sale proceeds, net of interim adjustments, were received by the Receiver with the exception of \$914,020 ("**Escrow Funds**"), which amount was paid to NRF in escrow pending the waiver or non-exercise of certain rights of first refusal ("**ROFRs**").
12. The time for ROFRs to be waived or exercised lapsed on or before May 1, 2019 under the ROFR Escrow Agreement and, to the Receiver's knowledge, no actions or proceedings were commenced by any third parties with respect to the ROFRs. The Receiver therefore executed a joint instruction for the release of the Escrow Funds to the Receiver, which was counter-signed by Persist on June 24, 2019. The Receiver therefore anticipates a release of the Escrow Funds shortly.
13. The purchase and sale agreement with Persist ("**Persist PSA**") includes terms pursuant to which the licenses for the sold assets are continuing to be held by the Receiver as bare trustee pending the AER's approval of license transfers.
14. The Persist PSA and the related sale approval and vesting order, as amended, contemplate disputed claims by Ember and PSK. Ember's disputed claim is described more fully in the Receiver's Seventh Report and relates principally to the disputed ownership of certain pipeline segments. PSK's disputed claim relates to the alleged expiry of certain freehold mineral leases.

15. The Receiver understands these disputed claims by Ember and PSK are now resolved.
16. The Receiver has recently terminated all previously-retained former Manitoak employees and contractors, who were principally assisting with operating the core properties now sold to Persist, with the exception of four part-time contractors who are continuing to assist with final billings, vendor payments and receivable collections.

#### DEALINGS WITH THE AER

17. As previously reported, the AER is a significant stakeholder as a result of the SCC decision in *Redwater*. As it relates to this matter, the AER may require that assets from the Company's estate be used to satisfy provincial regulatory obligations in priority to satisfying secured claims by NBC and Stream.
18. The Receiver understands that the AER and NBC have reached a tentative agreement with respect to the allocation of sale proceeds and revenues between NBC's secured claims, regulatory requirements for end of life obligations, and the Receiver's fees and costs.
19. The Receiver has had ongoing discussions with the AER regarding the renunciation of assets and the use of estate funds to deal with potential public health, safety matters and end of life obligations.
20. Amongst other matters, the Receiver and the AER have agreed that:
  - a) the previously-issued notice to the AER to disclaim certain licenses, currently held in abeyance, will be retracted and the Receiver and Bankruptcy Trustee will seek Court and Inspector approval, respectively, to issue a notice of renunciation to abandon, renounce, and terminate any responsibility, obligation or liability the Receiver or Bankruptcy Trustee may have with respect to the remaining licensed oil and gas assets of the Company ("**Notice of**

**Renunciation**”). Further, the Receiver will seek to be discharged over the assets being renounced and will turn over and deliver to the Orphan Well Association (“**OWA**”) all records relating to those assets, as the OWA may require;

- b) the Receiver will utilize estate funds to remedy public health and safety concerns regarding specific assets to be renounced, as determined by the AER and agreed by the Receiver (such remediation activities being listed in Appendix A); and
- c) the Receiver will pursue certain sales of remaining oil and gas assets that may only be marginally or non-accretive to the estate but will reduce end of life obligations by transferring assets that would otherwise be renounced.

## **RENUNCIATION OF ASSETS AND RECEIVER’S DISCHARGE**

21. As outlined in the Receiver’s prior Reports, there are over one thousand well bores and related mineral, surface leases, pipelines and facilities that were marketed by the Receiver but in respect of which no acceptable offers were received. It is now apparent that there is no future accretive realization potential for such assets. However, as there are thousands of stakeholders who may be interested in what happens to such assets, the Receiver and Bankruptcy Trustee believe it is important to issue a Notice of Renunciation, to be served on the service list and otherwise made available on the Receiver’s website, so stakeholders can consider taking steps to protect their interests in relation to such assets, without being restricted by any stay of proceedings. The stakeholders include:

- a) surface lessors and the Surface Rights Board (“**SRB**”);
- b) freehold mineral lessors;
- c) the Crown for mineral rights;

- d) working interest partners;
  - e) municipalities;
  - f) the AER for licenses granted; and
  - g) the OWA in respect of potential end of life obligations.
22. The Receiver and Bankruptcy Trustee, in conjunction with the AER, have developed a listing of surface leases, wells (including disposal wells), pipelines and facilities that the Receiver and Bankruptcy Trustee propose to renounce and be discharged from, together with all associated equipment, mineral leases and AER licenses (collectively, “**Renounced Assets**”), subject to Court and Inspector approval.
23. A draft Notice of Renunciation is attached to this Report as Appendix B. The wells, pipelines and facilities to be renounced are listed as Schedule B to the draft Notice of Renunciation. The draft Notice of Renunciation proposes to renounce not only the surface leases, listed wells, pipelines and facilities, but also all associated equipment, mineral leases and AER licenses. Further, to resolve any doubt, the draft Notice of Renunciation contemplates the Receiver’s renunciation and discharge from any remaining surface leases, wells, pipelines and facilities, and associated equipment, mineral leases and AER licenses, not listed in either Schedule A or B.
24. Schedule A of the draft Notice of Renunciation lists wells, pipelines and facilities that the Receiver does not propose to renounce or be discharged from at this time. Non-operated working interests are also to be retained but are not listed individually in Schedule A of the Notice of Renunciation. As is described at paragraphs 28 – 31 below, the Receiver is in discussions with potential purchasers and the AER to determine if any of the assets in Schedule A and associated licenses and interests can be transferred to prospective purchasers, failing which the Receiver anticipates renouncing and being discharged from those assets too.

25. As the Receiver is renouncing all of its interest in the Renounced Assets, there is no commercial or other reason to remain as Receiver over those assets and the Receiver is incurring ongoing monitoring and other costs associated with the Renounced Assets that are of no benefit to the stakeholders. The Receiver therefore requests the Court discharge it as Receiver of the Renounced Assets.
26. The renunciation will not affect:
- a) previously-sold assets;
  - b) non-oil and gas assets such as cash, receivables and corporate records;  
and
  - c) non-operated working interests in oil and gas assets.
27. The Receiver is in possession of a significant volume of books and records of the Company that are no longer required. Some of the books and records may be of utility to the OWA or SRB. The Receiver is seeking approval to transfer any books and records that may be requested by the OWA or SRB within 20 days of the date of this Court's order. Any books or records not requested by the OWA or SRB within that timeframe will then be offered to Persist for 20 days, after which the Receiver requests this Court's approval to destroy any unrequested books or records.

#### **FURTHER SALES**

28. As discussed in the Receiver's Fourth Report, a Sale Process Order was granted on August 10, 2018 pursuant to which a broad-based, comprehensive marketing and sale process was undertaken by the Receiver and Marketing Agent.
29. Subsequent to the Sale Process concluding, the Receiver received a number of unsolicited offers on certain of the Company's remaining operated and licensed oil and gas assets. These offers were generally not pursued as they were not accretive to the estate. However, as discussed above, the Receiver has agreed with the AER to pursue certain of these offers on the basis that, although not

accretive to the estate, they will reduce the end of life obligations of the Company.

30. The Receiver is currently in negotiations with five parties to sell small packages of previously unsold oil and gas assets. While individually (and perhaps also collectively) the purchase price will be below the threshold required for Court approval, the purchasers may require vesting orders from the Court.
31. There remains a prospect of accretive sales of certain of the Company's non-operated working interests.

#### **MUNICIPAL TAX OUTSTANDING AND HOLDBACK RELEASE**

32. At the inception of the Receivership and Bankruptcy, the Companies owed municipal taxes to several municipalities. Additionally, the Receiver has not paid certain municipal taxes for 2018 and 2019. The aggregate municipal taxes outstanding are estimated to be in excess of \$3.4 million, excluding penalties on unpaid amounts, the details of which are set out in Appendix C.
33. The Persist SAVO established a municipal tax holdback in the amount of \$3,385,891.04, as follows:
  - a) \$1,625,553.51 which is held in trust by the Receiver's counsel, such amount having initially been set aside as a holdback under an order pronounced on February 14, 2018 during the NOI proceedings ("**2017 Holdback**"); and
  - b) \$1,760,337.53 held in trust by the Receiver on account of all of Manito's property ("**2018 Holdback**").
34. On June 22, 2018, the Court granted an order that authorized a transfer of the 2017 Holdback from the former proposal trustee to the Receiver.
35. The Receiver has prepared an analysis of the 2017 and 2018 outstanding municipal taxes. The analysis categorizes the outstanding taxes between linear



- and non-linear, between properties sold and not sold by the Receiver, and between pre-Receivership and post-Receivership time periods.
36. The Receiver has corresponded with five municipalities wherein the Receiver sold assets subject to secured, non-linear municipal tax claims. That correspondence set out the Receiver's understanding of the outstanding municipal taxes and requested the municipalities' confirmation. An example of such correspondence is attached as Appendix D. All five municipalities responded and only non-material discrepancies in amounts and categorization were identified. The analysis in Appendix C reflects the municipalities' comments.
  37. The Receiver's understanding of the governing priorities for municipal taxes is, as follows:
    - a) non-linear taxes on property sold have priority over secured claims;
    - b) post-receivership linear taxes have priority over secured claims;
    - c) pre-receivership linear taxes are unsecured and have no priority;
    - d) a municipality cannot have priority over assets outside of its municipal boundaries; and
    - e) a municipal tax claim has no priority or recovery if the properties within the municipality's boundaries have no value.
  38. In addition, although the Receiver's correspondence to municipalities did not comment on penalties on unpaid taxes, the Receiver understands that penalties follow the tax and accordingly, if a tax has priority, so too does the penalty.
  39. The Receiver is seeking advice and direction as to whether it may make interim distributions of any amounts from the 2017 or 2018 Holdbacks in full or partial satisfaction of any municipal tax claims as a means of preventing the further accumulation of penalties on arrears. Any authorized interim distributions would

be without prejudice to future claims by municipalities against the undistributed remainders of the 2017 and 2018 Holdbacks

## RECEIPTS AND DISBURSEMENTS – FEBRUARY 20, 2018 TO MAY 31, 2019

40. The following is a statement of the Receiver's consolidated receipts and disbursements for the Company during the Reporting Period:

Manitok Energy Inc. & Raimount Energy Corp. - In Receivership	
Interim Statement of Receipts & Disbursements	
CAD\$, unaudited (\$000's)	
February 20, 2018 to May 31, 2019	Total
<b>Opening cash balance</b>	<b>\$ 2,263</b>
<b>Receipts</b>	
Oil and gas sales	33,752
Net sales proceeds from oil and gas property sales	21,584
Other	848
Net GST collected on receipts	171
	<b>\$ 58,617</b>
<b>Disbursements</b>	
Oil and gas operating costs and royalties	23,646
General and administrative expenses	5,883
Pre-receivership professional fees and costs	380
Professional fees and costs	3,872
WEPP payment	39
	<b>\$ 33,820</b>
<b>Net receipts and disbursements</b>	<b>\$ 24,797</b>
<b>Repayment of interim financing</b>	<b>(2,000)</b>
<b>Interim distribution to Secured Creditors</b>	<b>(12,620)</b>
<b>Total Available Cash (before ROFR proceeds held with Norton Rose)</b>	<b>\$ 10,177</b>
<b>ROFR proceeds in trust with Norton Rose</b>	<b>914</b>
<b>Total Available Cash (including ROFR proceeds)</b>	<b>\$ 11,091</b>

41. The Receiver's interim receipts and disbursements from February 20, 2018 to September 28, 2018 were previously approved by the Honourable Court on October 17, 2018. The Receiver is now seeking approval of the interim statement of receipts and disbursements to May 31, 2019, which includes those receipts and disbursements previously approved.
42. Operating revenue is primarily comprised of receipts for sales of oil, natural gas, and natural gas liquids ("NGLs"). The Receiver has received approximately \$33.7

million during the Reporting Period, largely relating to sales of oil, natural gas and NGLs, including the collection of approximately \$2.8 million of production receivables outstanding as at the Receivership Date.

43. The Receiver has received net cash sales proceeds from oil and gas property sales of approximately \$21.6 million related to a number of oil and gas property sales.
44. Other receipts include an income tax refund in the approximate amount of \$742,000 for Raimount.
45. The Receiver has disbursed approximately \$33.8 million, as follows:
  - a) approximately \$23.6 million in oil and gas operating costs and royalties that consists primarily of:
    - i. \$16.7 million relates specifically to oil and gas operating costs such as electricity, chemical, contract operator, water disposal, joint interest billings and other miscellaneous costs;
    - ii. payments to Freehold under the PVR, totaling approximately \$2.3 million; and
    - iii. \$4.6 million on rental payments, transportation costs and royalty payments;
  - b) approximately \$5.9 million in general and administrative expenses that consists primarily of approximately:
    - i. \$4.1 million for general and administrative expenses (including bank charges, production accounting services, internet, telephone, telecommunications, computer services, corporate insurance payments and stationary costs);
    - ii. \$1.0 million in respect of non-operating contractor fees and costs for engineering, financial and land administrator services; and

- iii. \$777,000 for office rent;
- c) pre-Receivership professional fees and out of pocket costs of approximately \$380,000, of which approximately:
  - i. \$57,417 to A&M ULC (as advisor to NBC) for services rendered prior to the Receivership Date (as allowed under paragraph 17 of the Receivership Order); and
  - ii. \$322,583 for services relating to the NOI Proceedings that were subject to an Administrative Charge over the Company's Property;
- d) professional fees and out of pocket costs of approximately \$3.9 million of which approximately:
  - i. \$2.4 million for the Receiver's fees and out of pocket costs. The Receiver's fees and costs have been paid up to and including April 2019; and
  - ii. \$1.5 million for the Receiver's counsel's fees and costs. Receiver's counsel's fees and costs have been paid up to and including April 2019;
- e) \$39,000 for Service Canada's priority WEPPA claim;
- f) approximately \$914,000 being held in escrow by NRF relating to ROFR proceeds from the sale of assets to Persist (as described in paragraph 11 above);
- g) payments made with this Court's prior approval, being:
  - i. repayment of interim financing that was provided by NBC to the Company in the NOI Proceedings, totaling approximately \$2.0 million; and

- ii. interim distributions to secured creditors totaling approximately \$12.6 million.

- 46. Total available cash held by the Receiver as at May 31, 2019 is approximately \$10.2 million, excluding ROFR proceeds being held in escrow and the 2017 Holdback, both of which are currently held by NRF.

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

- 47. The total fees and disbursements of A&M, in its capacity as the Court-appointed Receiver of the Company, from the Receivership Date to April 30, 2019 are approximately \$2.4 million (excluding GST), of which \$983,000 from the Receivership Date to July 31, 2018 was previously approved by the Court on November 5, 2018. The Receiver's fees and disbursements from August 1, 2018 to April 30, 2019 ("**Interim Taxation Period**") are approximately \$1.4 million. A summary of the Receiver's fees and disbursements is attached as Appendix E to this Report.
- 48. The total fees and disbursements of NRF, the Receiver's legal counsel, from inception of the Receivership to April 30, 2019 are approximately \$1.4 million (excluding GST), of which \$472,000 from the Receivership Date to July 31, 2018 was previously approved by the Court on November 5, 2018. NRF's fees and disbursements during the Interim Taxation Period are approximately \$930,000. A summary of NRF's fees and disbursements is attached as Appendix F to this Report.
- 49. The total fees and disbursements of MT, the Receiver's conflict counsel, during the Interim Taxation Period are approximately \$58,000 (excluding GST). A summary of MT's fees and disbursements is attached as Appendix G to this Report.
- 50. The Receiver now seeks approval of its fees and disbursements, and those of its legal counsel and conflict counsel, incurred during the Interim Taxation Period, in accordance with paragraph 18 of the Receivership Order.

51. The fee accounts of the Receiver, NRF and MT outline the date of the work completed, the description of the work completed, the length of time taken to complete the work and the name of the individual who completed the work. All billings were calculated in accordance with A&M, NRF and MT's prevailing rates. Copies of the invoices will be brought to the Receiver's application before this Honourable Court and made available to the Court at its direction, if necessary.
52. The Receiver is respectfully of the view that its and its counsel's fees and disbursements are fair and reasonable under the circumstances, and respectfully request the Court's approval of these accounts for the Interim Taxation Period.

### **RECEIVER'S CONCLUSIONS AND RECOMMENDATIONS**

53. The Receiver recommends that this Honorable Court:
- a) approve the form of Notice of Renunciation and, upon Inspector approval being granted, the issuance of same;
  - b) upon the issuance of the Notice of Renunciation, approve the renunciation and disclaimer of the Renounced Assets and the partial discharge of the Receiver and Bankruptcy Trustee over the Renounced Assets;
  - c) provide advice and directions in relation to the interim distribution of the 2017 and/or 2018 Holdbacks;
  - d) approve the actions and activities of the Receiver as reported in the Fifth through Ninth Reports of the Receiver;
  - e) approve the Receiver's interim statement of receipts and disbursements to May 31, 2019, including those receipts and disbursements previously approved;

- f) approve the fees and disbursements of the Receiver and its counsel for the Interim Taxation Period; and
- g) approve the Receiver's proposal to offer certain of the Company's books and records to the OWA, SRB and Persist, failing which the Receiver will have the Court's approval to destroy them.

All of which is respectfully submitted this 25<sup>th</sup> day of June 2019.


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



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

This is Exhibit **D** referred to in the Affidavit of Sarah Trigueiro

Sworn before me on April 5<sup>th</sup>, 2021



Commissioner for Oaths in and for  
the Province of Alberta

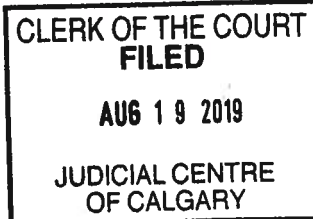
**D. Aaron Stephenson**  
Barrister & Solicitor

PRINT NAME AND EXPIRY OR  
LAWYER/STUDENT-AT-LAW



## COURT FILE NUMBERS

25-2332583  
25-2332610  
25-2335351



## COURT

COURT OF QUEEN'S BENCH OF ALBERTA

## JUDICIAL CENTRE

CALGARY

## PROCEEDINGS

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

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

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

## DOCUMENT

**TENTH REPORT OF THE RECEIVER****AUGUST 19, 2019**

ADDRESS FOR SERVICE AND  
CONTACT INFORMATION OF  
PARTY FILING THIS  
DOCUMENT

**RECEIVER**

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File: 1001023920



ALVAREZ &amp; MARSAL

## TABLE OF CONTENTS OF THE TENTH REPORT OF THE RECEIVER

<b>INTRODUCTION .....</b>	<b>3</b>
<b>TERMS OF REFERENCE .....</b>	<b>4</b>
<b>SALES OF marginally accretive assets .....</b>	<b>4</b>
<b>RECEIVER’S CONCLUSIONS AND RECOMMENDATIONS .....</b>	<b>8</b>

## LISTING OF APPENDICES TO THE TENTH REPORT OF THE RECEIVER

APPENDIX A	ENERCAPITA PSA - REDACTED
APPENDIX B	GLENOGLE PSA – REDACTED
CONFIDENTIAL APPENDIX 1	Enercapita PSA - UNREDACTED
CONFIDENTIAL APPENDIX 2	Glenogle PSA – UNREDACTED

## INTRODUCTION

1. On February 20, 2018 (the “**Receivership Date**”), the Court of Queen’s Bench of Alberta (the “**Court**”) granted an order in these proceedings (the “**Consent Receivership Order**”) appointing Alvarez & Marsal Canada Inc. (“**A&M**”) as receiver and manager (the “**Receiver**”), without security, of all of the current and future assets, undertakings and properties of every nature and kind whatsoever, including but not limited to real property and wherever situate including all proceeds thereof (the “**Property**”) of Manito Energy Inc. (“**Manitok**”) and its wholly owned subsidiary Raimount Energy Corp. (“**Raimount**”) (together, or either of them, as the context requires, the “**Company**”) pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3, as amended, (the “**BIA**”) and section 13(2) of the *Judicature Act*, RSA 2000, c J-2.
2. Prior to the Receivership Date, Manitok, Raimount and Manitok’s other wholly owned subsidiary, Corinthian Oil Corp. (“**Corinthian**”), had each filed an unsuccessful Notice of Intention to File a Proposal under the BIA (“**NOI**”). A&M was appointed as the Bankruptcy Trustee of each of them.
3. Corinthian is not part of the Receivership. A&M is managing its affairs as Bankruptcy Trustee and through Manitok, who is the operator of the Corinthian properties. The Corinthian assets are not material compared to the assets of the Company. A&M, in its capacity as Bankruptcy Trustee of Corinthian, anticipates that it will be seeking to renounce and be discharged from the remaining Property of Corinthian.
4. The most significant stakeholders in the Receivership Proceedings are the National Bank of Canada (“**NBC**”) and the Alberta Energy Regulator (“**AER**”). NBC holds a first charge over all of the assets of the Company and the proceeds therefrom, except for certain facilities either secured or owned by Stream Asset Financial Manitok LP (“**Stream**”) that were sold by the Receiver as part of the Persist PSA. As discussed in prior Reports of the Receiver, as a result of the decision of the Supreme Court of Canada (“**SCC**”) in *Orphan Well Association v Grant Thornton*

*Ltd*, 2019 SCC 5 (“**Redwater**”), the AER is a significant stakeholder in the Receivership even though it is not a “creditor” *per se*.

5. The purpose of this Tenth Report of the Receiver (the “**Tenth Report**” or “**this Report**”) is to provide the Court with information in respect of the following:
  - a) the purchase and sale agreement (“**Enercapita PSA**”) between the Receiver and Enercapita Energy Ltd (“**Enercapita**”) dated August 7, 2019, along with the proposed Sale Approval and Vesting Order;
  - b) the purchase and sale agreement (“**Glenogle PSA**”) between the Receiver and Glenogle Energy Inc. (“**Glenogle**”) dated August 15, 2019, along with the proposed Sale Approval and Vesting Order;
  - c) the Receiver’s application for the sealing of Confidential Appendices 1 and 2 to this Report (the “**Sealing Order**”); and
  - d) the Receiver’s conclusions and recommendations.
6. Capitalized words or terms not defined in this Report are as defined in the Receivership Order or the previous reports of the Receiver.

## **TERMS OF REFERENCE**

7. In preparing this Tenth Report, the Receiver has relied upon financial and other information contained in the Company’s books and records. The Receiver has not performed an audit, review or other verification of such information.

## **SALES OF marginally ACCRETIVE ASSETS**

### **Introduction**

8. As discussed in the Ninth Report, the Receiver is pursuing certain sales of remaining oil and gas assets that are only marginally accretive or non-accretive to the estate but will reduce end of life obligations by transferring assets that would

otherwise be renounced. The Enercapita PSA and the Glenogle PSA are two such sales.

### **Enercapita PSA and Glenogle PSA**

9. Pursuant to paragraph 3(k) of the Receivership Order, the Receiver is empowered and authorized to market the Property, including advertising and soliciting offers in respect of the Property or any parts thereof, and negotiate such terms and conditions for the sale of the Property as the Receiver in its discretion may deem appropriate.
10. As discussed in the Fourth Report, an order (the “**Sale Process Order**”) was granted on August 10, 2018 pursuant to which the Court approved a Sale Process and the Receiver’s decision to retain Peters & Co. Limited as Marketing Agent. A broad-based, comprehensive marketing and sale process was then undertaken by the Receiver and the Marketing Agent in accordance with the Sale Process Order to identify suitable and qualified purchasers for the Company’s Property.
11. After successive rounds of bidding, the Receiver, in consultation with the Marketing Agent, Stream and NBC, negotiated the sale of the core and various non-core properties of the Company. Five purchase and sale agreements were entered, Court-approved and closed.
12. Notwithstanding the Receiver’s efforts to market all of the Property during the Sale Process, no acceptable offers were made in respect of certain assets.
13. On July 6, 2019, the Court granted an order pursuant to which the Receiver and Trustee renounced and were discharged over all interests in surface leases, mineral leases, wells (including disposal wells), pipelines, facilities and associated licenses, excepting certain Retained Assets. The Retained Assets were identified as having an interested purchaser at a value at least sufficient to cover the transaction costs.
14. The Enercapita PSA and Glenogle PSA reflect sales of Retained Assets that are each only marginally accretive to Manitok’s estate but are nevertheless the best and

highest unconditional offers because they were the only offers received for the assets being purchased.

15. The Receiver understands that the AER supports the approval of these two purchase and sale agreements and that NBC has no objection.

### **Sale Approval and Vesting Orders**

16. Under paragraph 3(l) of the Receivership Order, the Receiver is authorized to sell Property out of the ordinary course of business, without Court approval in respect of any transaction which does not exceed \$500,000, provided that the aggregate consideration for all such transactions does not exceed \$2,000,000. The Enercapita PSA and Glenogle PSA do not exceed those thresholds. As noted at paragraph 30 of the Receiver's Ninth Report, vesting orders are nevertheless being sought by the Receiver, in accordance with the terms of the purchase and sale agreements.

### **Confidentiality**

17. The purchase and sale agreements contain confidentiality provisions over the information in the agreements and other information affecting the properties and the purchasers have requested certain information remain confidential. The Receiver is concerned that, if confidential information about the agreements is disclosed prior to the closing of the corresponding sales, such disclosure could materially jeopardize the sales, which would result in the renunciation and likely orphaning of the properties being sold because there are no alternate purchasers. As such, the Receiver is respectfully of the view that it is appropriate for this Honourable Court to seal the following confidential appendices to the Tenth Report:

- a) the Enercapita PSA (Confidential Appendix 1); and
- b) the Glenogle PSA (Confidential Appendix 2).

18. Redacted copies of the Enercapita PSA and Glenogle PSA are attached as Appendix A and B to this Report, respectively.

### **Considerations to Approving the Enercapita PSA and Glenogle PSA**

19. The Receiver considered the following when it reviewed the offers received from Enercapita and Glenogle and the Receiver believes that approval of the Enercapita PSA and Glenogle PSA is in the best interest of all stakeholders for these reasons:
  - a) the Receiver was authorized to market and sell the Properties pursuant to section 3(k) of the Receivership Order and the Sale Process Order;
  - b) the Receiver acted in good faith and with due diligence;
  - c) there was an extensive, broad marketing process for all of the Property that was conducted by an experienced marketing consultant to a large number of prospective purchasers over a reasonable timeframe and no acceptable offers for the properties now being sold to Enercapita and Glenogle were received during that process;
  - d) the AER is supportive of these transactions and NBC has no objection;
  - e) each of the Enercapita PSA and Glenogle PSA were negotiated between parties at arm's length in good faith and are commercially reasonable under the circumstances, even though they are only marginally accretive;
  - f) the offers submitted by Enercapita and Glenogle, respectively, were the only offers received on the assets being purchased; and
  - g) the Enercapita PSA and the Glenogle PSA are not subject to any material conditions other than approval by the Court.
  
20. The Enercapita PSA and Glenogle PSA reflect the only offers for the assets being purchased and these sales will reduce Manitoak's end of life obligations. The Receiver therefore believes it is in the best interests of the stakeholders to complete these transactions.

**RECEIVER'S CONCLUSIONS AND RECOMMENDATIONS**

21. The Receiver is of the view that it has made commercially reasonable efforts to obtain the highest realizations for the Property.
22. The Receiver is satisfied that the interests of Manitok's financial stakeholders have been considered and are not materially prejudiced by the sales.
23. The Receiver is satisfied that the sales are inherently fair and have been conducted in a manner such that no parties to the process have experienced preferential or unfair treatment.
24. The Receiver recommends that this Honorable Court approve the Enercapita PSA and Glenogle PSA and grant Sale Approval and Vesting Orders accordingly:

All of which is respectfully submitted this 16<sup>th</sup> day of August 2019.

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



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



This is Exhibit **E** referred to in the Affidavit of  
Sarah Trigueiro

Sworn before me on April 5<sup>th</sup>, 2021

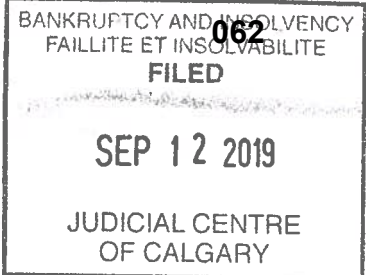


Commissioner for Oaths in and for  
the Province of Alberta

**D. Aaron Stephenson**

~~Barrister & Solicitor~~

PRINT NAME AND EXPIRY OR  
LAWYER/STUDENT-AT-LAW



COURT FILE NUMBERS

25-2332583  
25-2332610  
25-2335351

COURT

COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE

CALGARY

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IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE  
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DOCUMENT

**ELEVENTH REPORT OF THE RECEIVER**

**SEPTEMBER 12, 2019**

ADDRESS FOR SERVICE AND  
CONTACT INFORMATION OF  
PARTY FILING THIS  
DOCUMENT

**RECEIVER**

ALVAREZ & MARSAL CANADA INC.  
Bow Valley Square IV  
Suite 1110, 250 - 6<sup>th</sup> Avenue SW  
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Attention: Orest Konowalchuk/Jill Strueby  
Telephone: (403) 538-4736 / (403) 538-4726  
Email: [okonowalchuk@alvarezandmarsal.com](mailto:okonowalchuk@alvarezandmarsal.com)  
[jstrueby@alvarezandmarsal.com](mailto:jstrueby@alvarezandmarsal.com)

**COUNSEL**

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

## **TABLE OF CONTENTS OF THE ELEVENTH REPORT OF THE RECEIVER**

INTRODUCTION .....	3
TERMS OF REFERENCE .....	4
STATUS OF THE RECEIVERSHIP PROCEEDINGS.....	4
DISTRIBUTION OF FUNDS .....	6
RECEIVER’S CONCLUSIONS AND RECOMMENDATIONS.....	9

## **LISTING OF APPENDICES TO THE ELEVENTH REPORT OF THE RECEIVER**

APPENDIX A	AER August 21, 2019 Order
APPENDIX B	Proposed Distribution Schedule
APPENDIX C	AER August 12, 2019 Correspondence

## INTRODUCTION

1. On February 20, 2018 (the “**Receivership Date**”), the Court of Queen’s Bench of Alberta (the “**Court**”) granted an order in these proceedings (the “**Consent Receivership Order**”) appointing Alvarez & Marsal Canada Inc. (“**A&M**”) as receiver and manager (the “**Receiver**”), without security, of all of the current and future assets, undertakings and properties of every nature and kind whatsoever, including but not limited to real property and wherever situate including all proceeds thereof (the “**Property**”) of Manito Energy Inc. (“**Manitok**”) and its wholly owned subsidiary Raimount Energy Corp. (“**Raimount**”) (together, or either of them, as the context requires, the “**Company**”) pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3, as amended, (the “**BIA**”) and section 13(2) of the *Judicature Act*, RSA 2000, c J-2.
2. Prior to the Receivership Date, Manitok, Raimount and Manitok’s other wholly owned subsidiary, Corinthian Oil Corp. (“**Corinthian**”), had each filed an unsuccessful Notice of Intention to File a Proposal under the BIA (“**NOI**”). A&M was appointed as the Bankruptcy Trustee of each of them, concurrently with being appointed as the Receiver of Manitok and Raimount.
3. Corinthian is not part of the Receivership. A&M is managing its affairs as Bankruptcy Trustee and through Manitok, who is the operator of the Corinthian properties. The Corinthian assets are not material compared to the assets of the Company. A&M anticipates that it will shortly apply to be discharged as the Bankruptcy Trustee of Corinthian and/or renounce and be discharged from the remaining Property of Corinthian.
4. The most significant stakeholders in the Receivership Proceedings are now the National Bank of Canada (“**NBC**”) and the Alberta Energy Regulator (“**AER**”). NBC holds a first charge over all of the assets of the Company and the proceeds therefrom, except for certain facilities either secured or owned by Stream Asset Financial Manitok LP (“**Stream**”) that were sold by the Receiver as part of the Persist PSA. As discussed in prior Reports of the Receiver, as a result of the

decision of the Supreme Court of Canada (“SCC”) in *Orphan Well Association v Grant Thornton Ltd*, 2019 SCC 5 (“*Redwater*”), the AER is a significant stakeholder in the Receivership even though it is not a “creditor” *per se*.

5. The purpose of this Eleventh Report of the Receiver (the “**Eleventh Report**” or “**this Report**”) is to provide the Court with information in respect of the following:
  - a) the status of the Receivership proceedings generally, including matters to complete;
  - b) a proposed interim distribution to NBC and the AER of cash proceeds from the Receiver’s Persist sales (the “**Third Interim Distribution**”);
  - c) a further proposed interim distribution to NBC and the AER of a pre-receivership holdback from the NOI proceedings, established by order, filed February 14, 2018 (the “**Ferrier Holdback**”, “**Ferrier SAVO**” and “**Fourth Interim Distribution**”); and
  - d) the Receiver’s conclusions and recommendations.
6. Capitalized words or terms not defined in this Report are as defined in the Receivership Order or the previous reports of the Receiver.
7. All references to dollars are in Canadian currency.

## **TERMS OF REFERENCE**

8. In preparing this Eleventh Report, the Receiver has relied upon financial and other information contained in the Company’s books and records. The Receiver has not performed an audit, review or other verification of such information.

## **STATUS OF THE RECEIVERSHIP PROCEEDINGS**

9. The asset realization efforts of the Receiver in these proceedings are substantially complete, excepting the collection of receivables, as is discussed below. All material oil and gas properties have been sold or renounced with the exception of a

few marginally accretive assets that remain to be sold, as was discussed in the Receiver's Tenth Report. The Receiver renounced and was discharged over most of the Company's unsold oil and gas properties in accordance with this Court's order, filed July 9, 2019.

10. As discussed in the Receiver's Ninth Report, the Receiver agreed with the AER to pursue sales, even if only marginally or non-accretive to the estate, of certain remaining oil and gas assets (being "**Retained Assets**" as defined in the Notice of Partial Discharge at Schedule 1 of this Court's order, filed on July 9, 2019) so such assets might not be renounced and ultimately orphaned.
11. On August 21, 2019, the AER issued an enforcement order (the "**AER Order**") against Manitok and Manitok's working interest partners pursuant to which Manitok's working interest partners were directed to either submit transfer applications to acquire licenses for the Licensed Properties (as defined in the AER Order), or alternatively submit plans to abandon such properties. A copy of the AER Order is attached as Appendix A to this Report. The Receiver is not aware of any analogous orders having yet been issued to Raimount, Corinthian, and their respective working interest partners.
12. On August 28, 2019, this Court approved two marginally accretive sales to Enercapita and Glenogle. Those transactions were subsequently closed by the Receiver. The Receiver is currently negotiating four (4) other minor sales of Retained Assets. As was noted in the Receiver's Ninth Report, although such sales are likely to be below the threshold required for Court approval, the purchasers may require vesting orders from the Court.
13. In addition to closing the above referenced transactions and obtaining approval for the Third and Fourth Interim Distributions, other matters to complete the Receivership include:

- a) determining the priority to and distributing funds being retained by the Receiver, as detailed in the Proposed Distribution Schedule at Appendix B and discussed below;
- b) collecting remaining accounts receivable, also as discussed below;
- c) finalizing the statement of adjustments and potential amendments to the previously-closed PSA with Persist; and
- d) completing the transfer of AER licenses to Enercapita, Glenogle, Persist and Shanghai, which the Receiver is continuing to hold as bare trustee; and other remaining administrative matters and duties of the Receiver.

#### **DISTRIBUTION OF FUNDS**

- 14. As is disclosed in the Proposed Distribution Schedule at Appendix B, the Receiver is currently holding approximately \$9.912 million specifically relating to the Persist transaction. The Receiver's counsel, NRF, is currently holding approximately \$1.625 million in its trust account, which amount was initially established as a holdback under the Ferrier SAVO. The Receiver and its counsel are therefore currently holding a total of approximately \$13.2 million in cash.
- 15. In addition, the Receiver estimates there is approximately \$2.6 million in pre and post-receivership accounts receivable to collect. The Receiver is working with counsel to collect these receivables, which may include the filing of Statements of Claim. It is likely that not all receivables will be collected. The Receiver is not in a position to estimate the ultimate recovery on the receivables due to commercial sensitivity.
- 16. As is described in the Proposed Distribution Schedule at Appendix B, priority claims are being asserted by a royalty holder, builders' lien claimants, an equipment lessor, pre-receivership asset purchasers and municipalities. Specific holdbacks were established in respect of certain of these priority claims under the Ferrier

SAVO, the Shanghai SAVO and the Persist SAVO. The Receiver has not commenced proceedings to resolve these priority claims, except insofar as it is now applying to make the Fourth Interim Distribution from the Ferrier Holdback.

### **Proposed Third Interim Distribution**

17. Prior to the release of *Redwater*, Court-approved distributions of certain proceeds from four (4) sales were made to NBC, totalling \$12,620,000.
18. All of the cash proceeds from the Company's sales to Persist continue to be held by the Receiver. The Receiver will hold additional cash proceeds from the collection of accounts receivable. Additionally, the Receiver is holding proceeds from the Company's operations and accounts receivable collections to date
19. The Receiver was aware of negotiations between the AER and NBC about their respective post-*Redwater* priorities and entitlements prior to the closing of the Persist PSA. The AER and NBC have now finalized an agreement establishing their respective entitlements from the receivership estate (the "**Distribution Agreement**"). The Receiver is not party to the Distribution Agreement, but the Receiver is aware of its terms. The Distribution Agreement is confidential. The parties to the Distribution Agreement, being the AER and NBC, have advised the Receiver and certain of the Company's working interest partners that they are not willing to disclose the confidential Distribution Agreement. A copy of correspondence in this regard from the AER, dated August 12, 2019, is attached as Appendix C.
20. The Receiver is now applying to make the Third Interim Distribution of cash proceeds from the Receiver's Persist sales, in the amount of \$4,790,000, to the AER and NBC in accordance with their Distribution Agreement.
21. The Receiver is aware that certain of the Company's working interest partners have indicated they may object to any distribution of funds other than in satisfaction of end of life obligations.



22. The Receiver is not currently proposing to distribute any amounts from the Court-ordered holdbacks under the Shanghai SAVO and Persist SAVO (as described above in paragraph 16).

**Proposed Fourth Interim Distribution**

23. In addition to the Third Interim Distribution, the Receiver is proposing to make a Fourth Interim Distribution of the Ferrier Holdback less \$50,000. That \$50,000 will remain as a holdback.
24. The proposed Fourth Interim Distribution reflects the Receiver's understanding that pre receivership linear tax claims are unsecured. The remaining holdback of \$50,000 is more than sufficient to cover pre-filing, non-linear taxes (inclusive of penalties) on the assets sold to Yangarra, as approved by the Ferrier SAVO. Those assets are all located in Clearwater County.
25. The Receiver is continuing to hold approximately \$1.760 million in trust, plus additional amounts for interest and penalties totalling approximately \$1.930 million, for municipal tax claims under the Persist SAVO and is otherwise retaining sufficient funds, pending further application, to cover:
- a) pre and post receivership non linear taxes on property sold;
  - b) post receivership linear taxes on property sold;
  - c) pre and post receivership non linear taxes on unsold property in municipalities where other property was sold;
  - d) post receivership linear taxes on unsold property in municipalities where other property was sold; and
  - e) penalties on the above.<sup>1</sup>

---

<sup>1</sup> As is shown in Appendix B, in addition to the listed holdbacks, the Receiver is also holding \$1.644 million in respect of other potential priority claims.

26. The Receiver is not holding back any funds in respect of the following municipal tax claims against Manitok:
  - a) pre receivership linear taxes and penalties; and
  - b) taxes owing to municipalities in which no property was sold and all property was renounced.
27. The Receiver is not holding back any funds in respect of municipal tax claims against Raimount as there are no realizations in excess of costs from the proceeds from the sale of assets or from operations.
28. Regardless of the split of the cash sale proceeds from the Persist sales between the AER and NBC, NBC will face a significant recovery shortfall and there will not be sufficient funds to meet end of life obligations
29. In summary, the Receiver is currently proposing to make the Third and Fourth Interim Distributions of \$4,790,000 and \$1,575,000 (plus incurred interest), respectively, to the AER and NBC in accordance with their Distribution Agreement.

#### **RECEIVER'S CONCLUSIONS AND RECOMMENDATIONS**

30. The Receiver is reserving sufficient funds to cover unresolved priority claims.
31. The Receiver is satisfied that the interests of Company's stakeholders have been considered and would not be materially prejudiced by the Third and Fourth Interim Distributions.
32. The Receiver recommends that this Honorable Court approve the Third and Fourth Interim Distributions, accordingly.

All of which is respectfully submitted this 12<sup>th</sup> day of September 2019.

**ALVAREZ & MARSAL CANADA INC.,**  
**in its capacity as Receiver of Manitok**  
**its personal or corporate capacity**



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

**Appendix A**  
**AER August 21, 2019 Order**



August 21, 2019

By E-mail, Registered Mail and/or Courier to listed Enclosed Addressees

**Manitok Energy Inc.**  
1600, 421 7 Ave SW  
Calgary, AB T2P 4K9

Calgary Head Office  
Suite 1000, 250 – 5 Street SW  
Calgary, Alberta T2P 0R4  
Canada

[www.aer.ca](http://www.aer.ca)

**Closure/Abandonment Order No. AD 2019-06**

Dear Sir/Madam:

Enclosed for your immediate attention is Closure/Abandonment Order No. AD 2019-06 (the Order) ordering the suspension, closure, and abandonment of Manitok Energy Inc. (Manitok) well and facility licences (the Licensed Properties) outlined in the Order.

The AER understands that:

- On February 20, 2018, Alvarez & Marsal Canada Inc. was appointed as Receiver-Manager (Receiver) over Manitok pursuant to the *Bankruptcy and Insolvency Act*;
- On July 9, 2019, the Receiver obtained discharge over certain AER licensed assets of Licensee and the Receiver is not providing control or possession over the wells and facilities outlined in the Order.

As Manitok is unable to provide care and custody of the Licensed Properties, the AER considers it necessary to issue an order for the Licensed Properties to protect the public and the environment. Manitok remains under Global Refer for failure to meet AER requirements.

**To meet the requirements of the Order, the Working Interest Participants must complete either of the below options, by the dates identified:**

1. Submit a transfer application to the AER to acquire the Licensed Properties in which they have an interest.

or

2. Submit a plan to abandon the Licensed Properties in which the Parties have an interest, and abandon all wells and/or facilities in which the Parties have a working interest.

**Submitting an Application to Transfer the Licenced Properties**

If any of the WIPs are interested in acquiring the licenses they are associated with *instead of abandoning the properties*, please contact the undersigned to commence a Regulator Directed Transfer. The Parties must acquire the appropriate mineral and surface leases in order to be eligible for a Regulator Directed Transfer application.

## The Abandonment Plan

The Licensed Properties will be abandoned according to an approved Abandonment Plan submitted by the Parties. If any of the Licensed Properties are not abandoned following the conclusion of the Abandonment Plan, the AER will take other actions.

When submitting the Abandonment Plan, the Parties must advise whether or not they will provide care and custody of the Licensed Properties, including emergency response, until time of abandonment. The AER will consider whether the Parties are willing to provide care and custody (including emergency response), when evaluating the Abandonment Plan.

The AER encourages WIPs to abandon any pipeline or pipeline segments connected to the wells and/or facilities they have been ordered to abandon. WIPs must contact the Orphan Well Association (OWA) before proceeding with abandonment of any associated pipelines, as the pipelines may be in OWA inventory. Please contact the OWA via email [contact@orphanwell.ca](mailto:contact@orphanwell.ca).

### Please be advised:

- Failure to comply with the Order will result in Global Refer being imposed against the WIPs under section 22 of the OGCA.
- If the Order is amended, only those parties impacted by the amendment will be notified.
- The *Environmental Protection and Enhancement Act* requires Manito and the WIPs to reclaim these sites and obtain a reclamation certificate. The AER requests written confirmation from the WIPs that they understand their obligations and will advise when they will commence the remediation and reclamation work.

Questions regarding the Order or actions outlined in this letter may be directed to the undersigned at [laura.chant@aer.ca](mailto:laura.chant@aer.ca) or 403-297-8592.

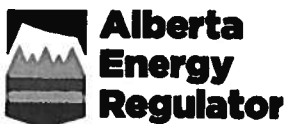
Regards,



Laura Chant,  
Orphaning & Insolvency, Closure & Liability

Enclosure (AD 2019-06)

cc: Edmonton, Bonnyville, Drayton Valley, Grande Prairie, Midnapore, Medicine Hat, Slave Lake, and Wainwright Field Centres and associated Managers and Regional Coordinators, AER (E-mail),  
[Enforcement.Dashboard@aer.ca](mailto:Enforcement.Dashboard@aer.ca) (Email)  
[IWCP@aer.ca](mailto:IWCP@aer.ca)



# Order AD 2019-06

<p>MADE at the City of Calgary, in the Province of Alberta, on</p> <p><b>August 21, 2019</b></p>	<p>ALBERTA ENERGY REGULATOR</p>
--	---------------------------------

The Alberta Energy Regulator (AER), under sections 25 and 27 of the *Oil and Gas Conservation Act* (OGCA) orders:

**Manitok Energy Inc.**  
1600, 421 7 Ave SW  
Calgary, AB T2P 4K9

and

Calgary, AB T2P 0H7

557136 Alberta Inc.  
4300 Bankers Hall West, 888  
- 3rd Street S.W.  
Calgary, AB T2P 5C5

and  
Birchcliff Energy Ltd.  
1000, 600 - 3 Ave SW  
Calgary, AB T2P 0G5

Canlin Energy Corporation  
2600, 237 4 Ave SW  
Calgary, AB T2T 5N2

and

and

Acquisition Oil Corp.  
850, 333 - 7 Ave SW  
Calgary, AB T2P 2Z1

and  
Bonavista Energy  
Corporation  
1500 - 525 8 Ave SW  
Calgary, AB T2P 1G1

Cardinal Energy Ltd.  
600 - 400 3 Ave SW  
Calgary, AB T2P 4H2

and

and

Albert L'ecuyer  
805 Selkirk  
Pointe-Claire, QC H9R 3S2

and  
Bumper Development  
Corporation Ltd.  
3300, 421 7 Ave SW  
Calgary, AB T2P 4K9

Cenovus Energy Inc.  
500 Centre Street SE  
Calgary, AB T2G 1A6

and

Astral Energy Holdings Ltd.  
c/o Dentons Canada LLP  
1500, 850 - 2 St SW  
Calgary, AB T2P 0R8

and  
Canadian Natural Resources  
Ltd. &  
Canadian Natural Resources  
Northern Alberta Partnership  
2500, 855 - 2 Street SW  
Calgary, AB T2P 4J8

Chair Resources Inc.  
c/o Trimble Engineering  
Associates Ltd.  
2200, 801 - 6 Avenue SW  
Calgary, AB T2P 3W2

and

and

Arc Resources Ltd.  
1200 - 308 4 Ave SW

and

Chinook Energy Inc.  
1610, 222 3 Ave SW  
Calgary, AB T2R 0B4

and

City Of Medicine Hat c/o Natural Gas & Petroleum Resources Department 580 First Street SE Medicine Hat, AB T1A 8E6	First West Petroleum Inc. 3700, 400 3 Ave SW Calgary, AB T2P 4H2	and
and	and	Harvest Operations Corp. 1500 - 700 2 St SW Calgary, AB T2P 2W1
Clearview Resources Ltd. 2400, 635 8 Ave SW Calgary, AB T2P 3M3	Franco-Nevada Corporation 199 Bay Street, Suite 2000 Commerce Court West Toronto, ON M5L 1G9	and
and	and	Head First Energy Inc. 118 Springbluff Blvd SW Calgary, AB T3H 4V3
Nexen Crossfield Partnership c/o Cnooc Petroleum North America ULC Suite 2300, 500 Centre Street S.E. Calgary, AB T2G 1A6	Freehold Royalties Ltd. 400, 144 - 4 Avenue SW Calgary, AB T2P 3N4	and
and	and	Houston Oil & Gas Ltd. 800, 903 - 8 Ave SW Calgary, AB T2P 0P7
Cycle Energy Ltd. 820, 717 7 Ave SW Calgary, AB T2P 2Z3	Gain Energy Ltd. 520 - 3 Ave SW, 30th Floor Calgary, AB T2P 0R3	and
Enercana Investment Corporation 7675 Elkton Dr SW Calgary, AB T3H 3X3	and	Husky Oil Operations Limited PO Box 6525 Stn D, 707 - 8 Ave SW Calgary, AB T2P 3G7
and	Gear Energy Ltd. 2600, 240 - 4 Ave SW Calgary , AB T2P 4H4	and
Enercapita Energy Ltd 600-435 4 Ave SW Calgary, AB T2P 3A8	and	Jay-Two Resources Ltd 67 Varsity Ridge Terrace NW Calgary, AB T3A 4Y2
and	Glen Isle Exploration Ltd. 3300, 205-5 Ave SW Calgary, AB T2P 2V7	and
Exxonmobil Canada Energy c/o ExxonMobil Canada Ltd. PO Box 2480 Stn M Calgary, AB T2P 3M9	and	Journey Energy Inc. 700, 517 10 Ave SW Calgary, AB T2R 0A8
and	Glenogle Energy Inc. 1400 - 444 5 Ave SW Calgary, AB T2P 2T8	and
and	and	Kelt Exploration Ltd. 300 - 311 6 Ave SW Calgary, AB T2P 3H2
and	Golden Prairie Energy Ltd. c/o Borden Ladner Gervais LLP 1900, 520 - 3rd Avenue SW Calgary, AB T2P 0R3	and
		Lenalta Holdings Ltd.



3200, 10180 - 101 Street  
Edmonton, AB T5J 3W8

and

Lintus Resources Limited  
Suite 3700, 400 3rd Avenue  
SW  
Calgary, AB T2P 4H2

and

Longshore Resources Ltd.  
555, 605 5 Ave SW  
Calgary, AB T2P 3H5

and

Mead Resources Inc.  
900, 332 6TH Avenue SW  
Calgary, AB T2P 0B2

and

Muddy Petroleum Company  
Ltd.  
910 - 500 4 Ave SW  
Calgary, AB T2P 2V6

and

NAL Resources Limited  
600, 550 - 6 Ave SW  
Calgary, AB T2P 0S2

and

Odin Capital Inc.  
1600, 421 - 7<sup>th</sup> Avenue SW  
Calgary, AB T2P 4K9

and

Paramount Resources Ltd.  
2800, 421 - 7 Ave SW  
Calgary, AB T2P 4K9

and

Perpetual Operating Corp.  
3200, 605 5 Ave SW  
Calgary, AB T2P 3H5

and

Petrocapita Oil And Gas L.P.  
c/o Hudson & Company  
200, 625 11 Ave SW  
Calgary, AB T2R 0E1

and

Petrus Resources Corp.  
2400 - 240 4 Ave SW  
Calgary, AB T2P 4H4

and

Pine Cliff Energy Ltd.  
850, 1015 - 4 Street SW  
Calgary, AB T2R 1J4

and

Questfire Energy Corp.  
1100, 350 7 Ave SW  
Calgary, AB T2P 3N9

and

Redeagle Resources Ltd.  
400, 444 - 7 Avenue SW  
Calgary, AB T2P 0X8

and

Rising Star Resources Ltd.  
1000, 500 - 4 Ave SW  
Calgary, AB T2P 2V6

and

Sanling Energy Ltd.  
1700, 250 - 2 Street SW  
Calgary, AB T2P 0C1

and

and

Signalta Resources Limited  
700 - 840 6 Ave SW  
Calgary, AB T2P 3E5

and

Sounder Petroleum Ltd.  
4th Floor, 4943 - 50 Street  
Red Deer, AB T4N 1Y1

and

Starchild Energy Systems  
Ltd.  
PO Box 67059 Northland  
Village  
Calgary, AB T2L 2L2

and

Summerland Energy Inc.  
PO Box 13034 Centennial  
PO  
Calgary, AB T2P 0Y2

and

Surge Energy Inc.  
4000, 421 - 7 Avenue SW  
Calgary, AB T2P 4K9

and

Sutton Energy Ltd.  
PO Box 21145 RPO  
Dominion Drugs  
Calgary, AB T2P 4H5

and

TAQA North Ltd.  
2100 - 308 4 Ave SW  
Calgary, AB T2P 0H7

and

Tidewater Midstream And  
Infrastructure Ltd.  
900, 222 - 3 Ave SW  
Calgary, AB T2P 0B4

Vermilion Energy Inc.  
3500 - 520 3 Ave SW  
Calgary, AB T2P 0R3

Whitecap Resources Inc.  
3800 - 525 8 Ave SW  
Calgary, AB T2P 1G1

and

and

and

Verity Energy Ltd.  
2248 9 Ave SE  
Calgary, AB T2G 5P7

W.F. Brown Exploration Ltd.  
4500, 855 – 2 Street S.W  
Calgary, AB T2P 4K7

Winslow Resources Inc.  
1220, 407 - 2 Street SW  
Calgary, AB T2P 2Y3

and

and

Wrangler Management Ltd.  
1600, 421 – 7 Avenue SW  
Calgary, AB T2P 4K9

501, 888 - 4 Ave SW  
Calgary, AB T2P 0V2

and

and

and

Zargon Oil & Gas Ltd.  
1100, 112 - 4 Ave SW  
Calgary, AB T2P 0H3

Wxw Energy Inc.

Yoho Resources Inc.  
500, 521 - 3 Ave SW  
Calgary, AB T2P 3T3

**(collectively, “the Parties”)**

WHEREAS Manitok Energy Inc. (Licensee) is the licensee of Alberta Energy Regulator (AER) well, and facility licences listed in Appendix A (Manitok Licences);

Whereas the Licensee is the operator of the sites (the Manitok Sites) associated with the Manitok Licences;

WHEREAS the Parties identified in this Order are working interest participants in the Manitok Licences;

WHEREAS Alvarez & Marsal Canada Inc. was appointed as Receiver-Manager (Receiver) on February 20, 2018 pursuant to the *Bankruptcy and Insolvency Act*;

WHEREAS the Receiver obtained partial discharge on July 9, 2019 over certain AER licensed assets of Licensee and the Receiver is not providing control or possession over the Manitok Sites;

WHEREAS the AER is of the opinion that the Licensee is unable to operate or to provide care and custody of the Manitok Sites;

WHEREAS the AER considers it necessary to issue an order to ensure public safety and protect the environment;

WHEREAS Petrocapita Oil and Gas L.P. is a working interest participant in AER well licenses W 0066163, W0076698, W 0076833, W 0078012, W 0079925, W 0103316, W 0130875, W 0224904, W 0245524, W 0250584, W 0250588, W 0258797, W 0278554, W 0315675, W 0338256, W 0338818, W 338935, W 339130, and W 356726 respectively;

WHEREAS a receiver has been appointed over Petrocapita Oil and Gas L.P. pursuant to the *Bankruptcy and Insolvency Act*;

Whereas Trevor Gosselin, Director, Licensee Management, has been appointed a Director for the purposes of issuing orders under the *OCGA*;

Therefore, I, Trevor Gosselin, under sections 25 and 27 of the *OGCA*, DO HEREBY ORDER the following:

1. All of the Manitok Licenses are hereby suspended;
2. Any containment devices or equipment including but not limited to tanks, vessels, pipelines, lease piping, sumps, drains, tubs, containers, pits, or containment rings on any of the Manitok Sites must be depressurized, emptied, and rendered safe in a manner acceptable to the AER no later than September 4, 2019;
3. Any fluids located on any of the Manitok Sites must be immediately removed and stored or disposed of in a manner acceptable to the AER no later than September 4, 2019;
4. Any hazards on any of the Manitok Sites that present a risk to public safety or the environment, must be reported and addressed in a manner acceptable to the AER no later than September 4, 2019;
5. All wells listed in Table 1 of Appendix A must be shut in, sealed, locked and chained in a manner acceptable to the AER no later than September 4, 2019;
6. The Parties have **60 Days** from the date of this Order to:
  - a. Notify the AER of the working interest participant's intention to apply for a transfer of the Manitok Licence(s) in which they are a working interest participant, and advise if they are providing care and custody, including emergency response, of the Manitok Sites; or
  - b. Submit an abandonment plan to the AER for approval that sets out the date by which the working interest participant will complete abandonment of any Manitok sites listed in Appendix A in which they are a working interest participant;
    - i. Upon approval of the Abandonment Plan by the AER, the Parties shall abandon all wells and/or facilities in which they are a working interest participant.
    - ii. The Parties may submit amendments to the Abandonment Plan, for approval by the AER.
    - iii. Upon written request of the AER, the Parties shall amend the Abandonment Plan.
7. When complying with section 6 of this Order, the Parties shall submit all applicable documentation confirming completion of abandonment operations, including confirmation of surface abandonment and removal of cement pads, debris, and produced liquids associated with the wells and facilities listed in Appendix A.

8. Pursuant to section 101 of the *OGCA*, the Parties, and their agents, are entitled to have access to and may enter on the land and any structures on the land concerned for the purposes of carrying out activities contemplated in this Order.
9. The Order is stayed in respect of well licenses W 0066163, W0076698, W 0076833, W 0078012, W 0079925, W 0103316, W 0130875, W 0224904, W 0245524, W 0250584, W 0250588, W 0258797, W 0278554, W 0315675, W 0338256, W 0338818, W 338935, W 339130, and W 356726 respectively, where Petrocapita Oil and Gas L.P. is a working interest participant, until such time as the AER advises otherwise.

Dated at the City of Calgary in the Province of Alberta, the 21<sup>st</sup> day of August, 2019.



Trevor Gosselin  
Director, Licensee Management, Closure & Liability  
Alberta Energy Regulator

In complying with this order, the party or parties named must obtain all approvals necessary, notwithstanding the above requirements.

This order in no way precludes any enforcement actions being taken regarding this matter under the *Oil and Gas Conservation Act* or any other provincial or federal legislation, or by any other regulator with jurisdiction.

All enforcement actions issued by the AER may be subject to a follow-up review to confirm previous commitments have been completed and measures have been implemented, to ensure similar noncompliances are prevented in the future. The AER may request any information that demonstrates steps have been taken to prevent repeat noncompliances from occurring.

Under the *Responsible Energy Development Act*, an eligible person may appeal decisions that meet certain criteria. Eligible persons and appealable decisions are defined in section 36 of the *Responsible Energy Development Act* and section 3.1 of the *Responsible Energy Development Act General Regulation*. If you wish to file a request for regulatory appeal, you must submit your request according to the AER's requirements. You can find filing requirements and forms on the AER website, [www.aer.ca](http://www.aer.ca), under Applications & Notices: Appeals.

## Appendix A

Table 1 – Well Licences

Well Licence	Surface location	WIP name	Percent Interest	Licence Status
W0002689	05-01-049-25W4	LENALTA HOLDINGS LTD.	2.000000	Amended
W0002689	05-01-049-25W4	MANITOK ENERGY INC.	98.000000	Amended
W0017624	10-01-041-03W5	NAL RESOURCES LIMITED	5.250000	Suspension
W0017624	10-01-041-03W5	MANITOK ENERGY INC.	82.250000	Suspension
W0017624	10-01-041-03W5	FREEHOLD ROYALTIES PARTNERSHIP c/o FREEHOLD ROYALTIES LTD.	12.500000	Suspension
W0020081	10-10-041-03W5	WRANGLER MANAGEMENT LTD.	1.250000	Suspension
W0020081	10-10-041-03W5	SIGNALTA RESOURCES LIMITED	26.000000	Suspension
W0020081	10-10-041-03W5	NAL RESOURCES LIMITED	6.250000	Suspension
W0020081	10-10-041-03W5	CENOVUS ENERGY INC.	25.000000	Suspension
W0020081	10-10-041-03W5	MANITOK ENERGY INC.	37.250000	Suspension
W0020081	10-10-041-03W5	FREEHOLD ROYALTIES PARTNERSHIP c/o FREEHOLD ROYALTIES LTD.	4.250000	Suspension
W0026515	11-11-041-03W5	MANITOK ENERGY INC.	37.250000	Suspension
W0026515	11-11-041-03W5	FREEHOLD ROYALTIES PARTNERSHIP c/o FREEHOLD ROYALTIES LTD.	4.250000	Suspension
W0026515	11-11-041-03W5	GAIN ENERGY LTD.	58.500000	Suspension
W0031486	10-35-072-04W5	PARAMOUNT RESOURCES LTD.	35.000000	Suspension
W0031486	10-35-072-04W5	MANITOK ENERGY INC.	31.660000	Suspension
W0031486	10-35-072-04W5	QUESTFIRE ENERGY CORP.	33.340000	Suspension
W0038194	10-11-028-05W5	VERMILION ENERGY INC.	33.000000	Suspension
W0038194	10-11-028-05W5	MANITOK ENERGY INC.	67.000000	Suspension
W0060700	06-12-028-05W5	VERMILION ENERGY INC.	33.000000	Suspension
W0060700	06-12-028-05W5	MANITOK ENERGY INC.	67.000000	Suspension
W0061728	09-03-051-26W4	GLEN ISLE EXPLORATION LTD.	20.000000	Suspension
W0061728	09-03-051-26W4	MANITOK ENERGY INC.	80.000000	Suspension
W0066163	06-06-008-09W4	PETROCAPITA OIL AND GAS L.P.	21.142857	Issued
W0066163	06-06-008-09W4	BUMPER DEVELOPMENT CORPORATION LTD.	18.571429	Issued
W0066163	06-06-008-09W4	PINE CLIFF ENERGY LTD.	28.571429	Issued
W0066163	06-06-008-09W4	MANITOK ENERGY INC.	31.714286	Issued
W0073900	09-13-061-14W4	CANADIAN NATURAL RESOURCES LIMITED	50.000000	Suspension
W0073900	09-13-061-14W4	MANITOK ENERGY INC.	50.000000	Suspension
W0073980	10-14-061-14W4	CANADIAN NATURAL RESOURCES LIMITED	50.000000	Suspension
W0073980	10-14-061-14W4	MANITOK ENERGY INC.	50.000000	Suspension
W0076698	11-22-008-09W4	PETROCAPITA OIL AND GAS L.P.	12.000000	Suspension

W0076698	11-22-008-09W4	BUMPER DEVELOPMENT CORPORATION LTD.	32.500000	Suspension
W0076698	11-22-008-09W4	MANITOK ENERGY INC.	55.500000	Suspension
W0076833	07-32-008-09W4	PETROCAPITA OIL AND GAS L.P.	12.000000	Suspension
W0076833	07-32-008-09W4	BUMPER DEVELOPMENT CORPORATION LTD.	32.500000	Suspension
W0076833	07-32-008-09W4	MANITOK ENERGY INC.	55.500000	Suspension
W0078012	11-28-008-09W4	PETROCAPITA OIL AND GAS L.P.	12.000000	Suspension
W0078012	11-28-008-09W4	BUMPER DEVELOPMENT CORPORATION LTD.	32.500000	Suspension
W0078012	11-28-008-09W4	MANITOK ENERGY INC.	55.500000	Suspension
W0079925	10-29-007-10W4	PETROCAPITA OIL AND GAS L.P.	8.571400	Suspension
W0079925	10-29-007-10W4	CANADIAN NATURAL RESOURCES LIMITED	14.285700	Suspension
W0079925	10-29-007-10W4	BUMPER DEVELOPMENT CORPORATION LTD.	23.214300	Suspension
W0079925	10-29-007-10W4	MANITOK ENERGY INC.	39.642900	Suspension
W0079925	10-29-007-10W4	CLEARVIEW RESOURCES LTD.	14.285700	Suspension
W0089157	04-21-073-04W5	PARAMOUNT RESOURCES LTD.	35.000000	Suspension
W0089157	04-21-073-04W5	MANITOK ENERGY INC.	65.000000	Suspension
W0094402	10-25-072-04W5	PARAMOUNT RESOURCES LTD.	19.802650	Issued
W0094402	10-25-072-04W5	CANADIAN NATURAL RESOURCES LIMITED	43.421000	Issued
W0094402	10-25-072-04W5	MANITOK ENERGY INC.	36.776350	Issued
W0097942	15-31-006-09W4	PINE CLIFF ENERGY LTD.	25.000000	Issued
W0097942	15-31-006-09W4	MANITOK ENERGY INC.	50.000000	Issued
W0097942	15-31-006-09W4	SANLING ENERGY LTD.	25.000000	Issued
W0099006	15-30-006-09W4	PINE CLIFF ENERGY LTD.	25.000000	Suspension
W0099006	15-30-006-09W4	MANITOK ENERGY INC.	50.000000	Suspension
W0099006	15-30-006-09W4	SANLING ENERGY LTD.	25.000000	Suspension
W0103316	06-12-008-10W4	PETROCAPITA OIL AND GAS L.P.	12.000000	Suspension
W0103316	06-12-008-10W4	BUMPER DEVELOPMENT CORPORATION LTD.	32.500000	Suspension
W0103316	06-12-008-10W4	MANITOK ENERGY INC.	55.500000	Suspension
W0107421	16-28-079-09W6	W.F. BROWN EXPLORATION LTD.	4.999500	Suspension
W0107421	16-28-079-09W6	HARVEST OPERATIONS CORP.	4.999500	Suspension
W0107421	16-28-079-09W6	MANITOK ENERGY INC.	85.001500	Suspension
W0107421	16-28-079-09W6	SANLING ENERGY LTD.	4.999500	Suspension
W0108986	14-28-079-09W6	GOLDEN PRAIRIE ENERGY LTD.	3.750000	Suspension
W0108986	14-28-079-09W6	JAY-TWO RESOURCES LTD.	3.750000	Suspension
W0108986	14-28-079-09W6	MANITOK ENERGY INC.	92.500000	Suspension
W0115040	16-32-079-09W6	W.F. BROWN EXPLORATION LTD.	5.555000	Suspension
W0115040	16-32-079-09W6	HARVEST OPERATIONS CORP.	5.555000	Suspension
W0115040	16-32-079-09W6	MANITOK ENERGY INC.	83.335000	Suspension
W0115040	16-32-079-09W6	SANLING ENERGY LTD.	5.555000	Suspension
W0115768	02-11-041-03W5	CANADIAN NATURAL RESOURCES LIMITED	50.000000	Suspension

W0115768	02-11-041-03W5	NAL RESOURCES LIMITED	1.000000	Suspension
W0115768	02-11-041-03W5	MANITOK ENERGY INC.	49.000000	Suspension
W0120875	05-15-011-13W4	FIRST WEST PETROLEUM INC.	2.909700	Suspension
W0120875	05-15-011-13W4	MANITOK ENERGY INC.	91.917630	Suspension
W0120875	05-15-011-13W4	HOUSTON OIL & GAS LTD.	5.172670	Suspension
W0125026	10-10-041-03W5	WRANGLER MANAGEMENT LTD.	1.250000	Suspension
W0125026	10-10-041-03W5	SIGNALTA RESOURCES LIMITED	26.000000	Suspension
W0125026	10-10-041-03W5	NAL RESOURCES LIMITED	6.250000	Suspension
W0125026	10-10-041-03W5	CENOVUS ENERGY INC.	25.000000	Suspension
W0125026	10-10-041-03W5	MANITOK ENERGY INC.	37.250000	Suspension
W0125026	10-10-041-03W5	FREEHOLD ROYALTIES PARTNERSHIP c/o FREEHOLD ROYALTIES LTD.	4.250000	Suspension
W0125315	06-25-029-06W5	VERMILION ENERGY INC.	33.000000	Suspension
W0125315	06-25-029-06W5	MANITOK ENERGY INC.	67.000000	Suspension
W0126924	16-36-027-05W5	VERMILION ENERGY INC.	33.000000	Suspension
W0126924	16-36-027-05W5	MANITOK ENERGY INC.	67.000000	Suspension
W0127238	08-06-077-05W6	WINSLOW RESOURCES INC.	5.500000	Suspension
W0127238	08-06-077-05W6	MANITOK ENERGY INC.	25.000000	Suspension
W0127238	08-06-077-05W6	TIDEWATER MIDSTREAM AND INFRASTRUCTURE LTD.	21.000000	Suspension
W0127238	08-06-077-05W6	RISING STAR RESOURCES LTD.	48.500000	Suspension
W0129645	02-13-029-06W5	VERMILION ENERGY INC.	33.000000	Amended
W0129645	02-13-029-06W5	MANITOK ENERGY INC.	67.000000	Amended
W0130875	16-36-007-10W4	PETROCAPITA OIL AND GAS L.P.	6.000000	Suspension
W0130875	16-36-007-10W4	BUMPER DEVELOPMENT CORPORATION LTD.	16.250000	Suspension
W0130875	16-36-007-10W4	PINE CLIFF ENERGY LTD.	50.000000	Suspension
W0130875	16-36-007-10W4	MANITOK ENERGY INC.	27.750000	Suspension
W0140825	04-18-072-03W5	CHAIR RESOURCES INC.	8.786027	Issued
W0140825	04-18-072-03W5	CANADIAN NATURAL RESOURCES LIMITED	9.100000	Issued
W0140825	04-18-072-03W5	SUTTON ENERGY LTD.	6.089841	Issued
W0140825	04-18-072-03W5	SIGNALTA RESOURCES LIMITED	2.609932	Issued
W0140825	04-18-072-03W5	MANITOK ENERGY INC.	42.883676	Issued
W0140825	04-18-072-03W5	SUMMERLAND ENERGY INC.	7.054665	Issued
W0140825	04-18-072-03W5	QUESTFIRE ENERGY CORP.	2.311862	Issued
W0140825	04-18-072-03W5	CARDINAL ENERGY LTD.	21.163996	Issued
W0142172	08-33-079-09W6	557136 ALBERTA INC.	2.000000	Suspension
W0142172	08-33-079-09W6	ENERCANA INVESTMENT CORPORATION	4.000000	Suspension
W0142172	08-33-079-09W6	L'ECUYER, ALBERT	2.760000	Suspension
W0142172	08-33-079-09W6	W.F. BROWN EXPLORATION LTD.	5.555000	Suspension
W0142172	08-33-079-09W6	CANADIAN NATURAL RESOURCES LIMITED	14.250000	Suspension
W0142172	08-33-079-09W6	HARVEST OPERATIONS CORP.	5.555000	Suspension
W0142172	08-33-079-09W6	MANITOK ENERGY INC.	60.325000	Suspension



W0142172	08-33-079-09W6	SANLING ENERGY LTD.	5.555000	Suspension
W0142962	06-20-078-08W6	CANADIAN NATURAL RESOURCES LIMITED	17.335000	Suspension
W0142962	06-20-078-08W6	MANITOK ENERGY INC.	25.995000	Suspension
W0142962	06-20-078-08W6	KELT EXPLORATION LTD.	30.000000	Suspension
W0142962	06-20-078-08W6	RISING STAR RESOURCES LTD.	26.670000	Suspension
W0144217	05-35-072-04W5	PARAMOUNT RESOURCES LTD.	19.796102	Suspension
W0144217	05-35-072-04W5	CHAIR RESOURCES INC.	20.939710	Suspension
W0144217	05-35-072-04W5	MANITOK ENERGY INC.	59.264188	Suspension
W0145614	08-28-079-09W6	GOLDEN PRAIRIE ENERGY LTD.	3.750000	Suspension
W0145614	08-28-079-09W6	JAY-TWO RESOURCES LTD.	3.750000	Suspension
W0145614	08-28-079-09W6	W.F. BROWN EXPLORATION LTD.	8.292250	Suspension
W0145614	08-28-079-09W6	HARVEST OPERATIONS CORP.	2.499750	Suspension
W0145614	08-28-079-09W6	MANITOK ENERGY INC.	69.208250	Suspension
W0145614	08-28-079-09W6	SANLING ENERGY LTD.	12.499750	Suspension
W0145991	06-17-077-05W6	CYCLE ENERGY LTD.	6.000000	Suspension
W0145991	06-17-077-05W6	CANADIAN NATURAL RESOURCES LIMITED	28.875000	Suspension
W0145991	06-17-077-05W6	MANITOK ENERGY INC.	50.125000	Suspension
W0145991	06-17-077-05W6	KELT EXPLORATION LTD.	15.000000	Suspension
W0148223	10-34-072-04W5	PARAMOUNT RESOURCES LTD.	19.796102	Issued
W0148223	10-34-072-04W5	CHAIR RESOURCES INC.	20.939710	Issued
W0148223	10-34-072-04W5	MANITOK ENERGY INC.	59.264188	Issued
W0148771	04-02-073-04W5	PARAMOUNT RESOURCES LTD.	19.796102	Suspension
W0148771	04-02-073-04W5	CHAIR RESOURCES INC.	20.939710	Suspension
W0148771	04-02-073-04W5	MANITOK ENERGY INC.	59.264188	Suspension
W0150537	01-03-073-04W5	PARAMOUNT RESOURCES LTD.	19.796102	Suspension
W0150537	01-03-073-04W5	CHAIR RESOURCES INC.	20.939710	Suspension
W0150537	01-03-073-04W5	MANITOK ENERGY INC.	59.264188	Suspension
W0160771	16-33-079-09W6	L'ECUYER, ALBERT	2.760000	Suspension
W0160771	16-33-079-09W6	HARVEST OPERATIONS CORP.	5.555000	Suspension
W0160771	16-33-079-09W6	MANITOK ENERGY INC.	91.685000	Suspension
W0162541	14-33-079-09W6	L'ECUYER, ALBERT	2.760000	Suspension
W0162541	14-33-079-09W6	HARVEST OPERATIONS CORP.	5.555000	Suspension
W0162541	14-33-079-09W6	MANITOK ENERGY INC.	91.685000	Suspension
W0164094	06-01-041-03W5	NAL RESOURCES LIMITED	4.887930	Issued
W0164094	06-01-041-03W5	MANITOK ENERGY INC.	83.474140	Issued
W0164094	06-01-041-03W5	FREEHOLD ROYALTIES PARTNERSHIP c/o FREEHOLD ROYALTIES LTD.	11.637930	Issued
W0164867	04-17-072-03W5	CHAIR RESOURCES INC.	8.786027	Suspension
W0164867	04-17-072-03W5	CANADIAN NATURAL RESOURCES LIMITED	9.100000	Suspension
W0164867	04-17-072-03W5	SUTTON ENERGY LTD.	6.089841	Suspension
W0164867	04-17-072-03W5	SIGNALTA RESOURCES LIMITED	2.609932	Suspension
W0164867	04-17-072-03W5	MANITOK ENERGY INC.	42.883676	Suspension

W0164867	04-17-072-03W5	SUMMERLAND ENERGY INC.	7.054665	Suspension
W0164867	04-17-072-03W5	QUESTFIRE ENERGY CORP.	2.311862	Suspension
W0164867	04-17-072-03W5	CARDINAL ENERGY LTD.	21.163996	Suspension
W0174430	12-23-074-04W5	CHAIR RESOURCES INC.	8.081888	Suspension
W0174430	12-23-074-04W5	MANITOK ENERGY INC.	91.918112	Suspension
W0174665	02-14-028-05W5	VERMILION ENERGY INC.	33.000000	Suspension
W0174665	02-14-028-05W5	MANITOK ENERGY INC.	67.000000	Suspension
W0179398	11-01-028-05W5	NAL RESOURCES LIMITED	12.500000	Suspension
W0179398	11-01-028-05W5	MANITOK ENERGY INC.	62.750000	Suspension
W0179398	11-01-028-05W5	VERMILION ENERGY INC.	24.750000	Suspension
W0180316	05-23-028-05W5	VERMILION ENERGY INC.	33.000000	Suspension
W0180316	05-23-028-05W5	MANITOK ENERGY INC.	67.000000	Suspension
W0192353	06-07-029-05W5	VERMILION ENERGY INC.	33.000000	Suspension
W0192353	06-07-029-05W5	MANITOK ENERGY INC.	67.000000	Suspension
W0196349	06-17-069-14W4	CANADIAN NATURAL RESOURCES LIMITED	48.822630	Issued
W0196349	06-17-069-14W4	MANITOK ENERGY INC.	51.177370	Issued
W0224448	01-27-026-05W5	VERMILION ENERGY INC.	33.000000	Suspension
W0224448	01-27-026-05W5	MANITOK ENERGY INC.	67.000000	Suspension
W0224904	07-10-008-10W4	PETROCAPITA OIL AND GAS L.P.	12.000000	Issued
W0224904	07-10-008-10W4	BUMPER DEVELOPMENT CORPORATION LTD.	32.500000	Issued
W0224904	07-10-008-10W4	MANITOK ENERGY INC.	55.500000	Issued
W0232515	07-36-082-10W6	TAQA NORTH LTD.	33.333000	Suspension
W0232515	07-36-082-10W6	MANITOK ENERGY INC.	66.667000	Suspension
W0233042	02-27-026-05W5	VERMILION ENERGY INC.	16.500000	Suspension
W0233042	02-27-026-05W5	NAL RESOURCES LIMITED	25.000000	Suspension
W0233042	02-27-026-05W5	MANITOK ENERGY INC.	33.500000	Suspension
W0233042	02-27-026-05W5	CANLIN RESOURCES PARTNERSHIP c/o CANLIN ENERGY CORPORATION	25.000000	Suspension
W0239676	11-36-082-10W6	TAQA NORTH LTD.	33.333000	Suspension
W0239676	11-36-082-10W6	MANITOK ENERGY INC.	66.667000	Suspension
W0242587	06-11-041-03W5	SIGNALTA RESOURCES LIMITED	58.500000	Suspension
W0242587	06-11-041-03W5	MANITOK ENERGY INC.	37.250000	Suspension
W0242587	06-11-041-03W5	FREEHOLD ROYALTIES PARTNERSHIP c/o FREEHOLD ROYALTIES LTD.	4.250000	Suspension
W0245524	05-28-009-09W4	MEAD RESOURCES INC	5.000000	Suspension
W0245524	05-28-009-09W4	PETROCAPITA OIL AND GAS L.P.	12.000000	Suspension
W0245524	05-28-009-09W4	BUMPER DEVELOPMENT CORPORATION LTD.	5.000000	Suspension
W0245524	05-28-009-09W4	MANITOK ENERGY INC.	78.000000	Suspension
W0245878	13-08-072-03W5	CHAIR RESOURCES INC.	16.290000	Issued
W0245878	13-08-072-03W5	MANITOK ENERGY INC.	27.140000	Issued
W0245878	13-08-072-03W5	SUMMERLAND ENERGY INC.	14.142500	Issued
W0245878	13-08-072-03W5	CARDINAL ENERGY LTD.	42.427500	Issued

W0249095	01-34-026-28W4	NEXEN CROSSFIELD PARTNERSHIP c/o CNOOC PETROLEUM NORTH AMERICA ULC	25.000000	Suspension
W0249095	01-34-026-28W4	EXXONMOBIL CANADA ENERGY c/o EXXONMOBIL CANADA LTD.	25.000000	Suspension
W0249095	01-34-026-28W4	MANITOK ENERGY INC.	50.000000	Suspension
W0250584	10-33-008-11W4	PETROCAPITA OIL AND GAS L.P.	12.000000	Amended
W0250584	10-33-008-11W4	BUMPER DEVELOPMENT CORPORATION LTD.	32.500000	Amended
W0250584	10-33-008-11W4	MANITOK ENERGY INC.	55.500000	Amended
W0250588	08-06-009-11W4	PETROCAPITA OIL AND GAS L.P.	12.000000	Issued
W0250588	08-06-009-11W4	BUMPER DEVELOPMENT CORPORATION LTD.	32.500000	Issued
W0250588	08-06-009-11W4	MANITOK ENERGY INC.	55.500000	Issued
W0255298	11-02-081-12W6	ARC RESOURCES LTD.	60.000000	Suspension
W0255298	11-02-081-12W6	MANITOK ENERGY INC.	40.000000	Suspension
W0255806	04-14-081-12W6	ARC RESOURCES LTD.	47.500000	Suspension
W0255806	04-14-081-12W6	CANADIAN NATURAL RESOURCES LIMITED	26.250000	Suspension
W0255806	04-14-081-12W6	MANITOK ENERGY INC.	26.250000	Suspension
W0258797	04-05-009-09W4	PETROCAPITA OIL AND GAS L.P.	12.000000	Issued
W0258797	04-05-009-09W4	BUMPER DEVELOPMENT CORPORATION LTD.	32.500000	Issued
W0258797	04-05-009-09W4	MANITOK ENERGY INC.	55.500000	Issued
W0258949	14-19-012-04W4	CITY OF MEDICINE HAT	25.000000	Issued
W0258949	14-19-012-04W4	MANITOK ENERGY INC.	75.000000	Issued
W0259393	16-10-081-12W6	CANADIAN NATURAL RESOURCES LIMITED	50.000000	Suspension
W0259393	16-10-081-12W6	MANITOK ENERGY INC.	50.000000	Suspension
W0260613	09-01-041-03W5	CENOVUS ENERGY INC.	7.250970	Suspension
W0260613	09-01-041-03W5	MANITOK ENERGY INC.	80.513010	Suspension
W0260613	09-01-041-03W5	FREEHOLD ROYALTIES PARTNERSHIP c/o FREEHOLD ROYALTIES LTD.	12.236020	Suspension
W0261176	10-18-048-22W5	HUSKY OIL OPERATIONS LIMITED	50.000000	Amended
W0261176	10-18-048-22W5	MANITOK ENERGY INC.	50.000000	Amended
W0262257	14-18-012-04W4	CITY OF MEDICINE HAT	25.000000	Issued
W0262257	14-18-012-04W4	MANITOK ENERGY INC.	75.000000	Issued
W0265525	05-23-110-24W5	TAQA NORTH LTD.	75.000000	Issued
W0265525	05-23-110-24W5	MANITOK ENERGY INC.	25.000000	Issued
W0265965	01-03-095-01W6	SYDCO ENERGY INC.	14.285715	Suspension
W0265965	01-03-095-01W6	MANITOK ENERGY INC.	42.857143	Suspension
W0265965	01-03-095-01W6	SANLING ENERGY LTD.	42.857142	Suspension
W0266229	06-36-024-28W4	EXXONMOBIL CANADA ENERGY c/o EXXONMOBIL CANADA LTD.	33.333340	Suspension
W0266229	06-36-024-28W4	MANITOK ENERGY INC.	66.666660	Suspension
W0266344	06-26-024-28W4	EXXONMOBIL CANADA ENERGY	33.328000	Suspension

		c/o EXXONMOBIL CANADA LTD.		
W0266344	06-26-024-28W4	MANITOK ENERGY INC.	66.672000	Suspension
W0270514	04-16-081-12W6	CANADIAN NATURAL RESOURCES LIMITED	75.000000	Issued
W0270514	04-16-081-12W6	MANITOK ENERGY INC.	25.000000	Issued
W0273414	10-19-072-07W5	WXW ENERGY INC.	30.000000	Issued
W0273414	10-19-072-07W5	MANITOK ENERGY INC.	70.000000	Issued
W0275678	14-17-095-01W6	MANITOK ENERGY INC.	60.000000	Suspension
W0275678	14-17-095-01W6	SANLING ENERGY LTD.	40.000000	Suspension
W0275679	08-08-095-01W6	MANITOK ENERGY INC.	60.000000	Suspension
W0275679	08-08-095-01W6	SANLING ENERGY LTD.	40.000000	Suspension
W0275968	06-07-095-01W6	MANITOK ENERGY INC.	60.000000	Issued
W0275968	06-07-095-01W6	SANLING ENERGY LTD.	40.000000	Issued
W0278554	16-24-008-11W4	PETROCAPITA OIL AND GAS L.P.	7.058800	Suspension
W0278554	16-24-008-11W4	CANADIAN NATURAL RESOURCES LIMITED	20.588250	Suspension
W0278554	16-24-008-11W4	BUMPER DEVELOPMENT CORPORATION LTD.	19.117700	Suspension
W0278554	16-24-008-11W4	MANITOK ENERGY INC.	32.647000	Suspension
W0278554	16-24-008-11W4	CLEARVIEW RESOURCES LTD.	20.588250	Suspension
W0281135	11-35-080-12W6	CANADIAN NATURAL RESOURCES LIMITED	37.500000	Suspension
W0281135	11-35-080-12W6	GLENOGLE ENERGY INC.	25.000000	Suspension
W0281135	11-35-080-12W6	MANITOK ENERGY INC.	37.500000	Suspension
W0281949	11-16-100-08W6	MANITOK ENERGY INC.	65.000000	Amended
W0281949	11-16-100-08W6	SANLING ENERGY LTD.	35.000000	Amended
W0283957	06-12-095-02W6	MANITOK ENERGY INC.	60.000000	Issued
W0283957	06-12-095-02W6	SANLING ENERGY LTD.	40.000000	Issued
W0287800	06-35-080-12W6	CANADIAN NATURAL RESOURCES LIMITED	37.500000	Suspension
W0287800	06-35-080-12W6	GLENOGLE ENERGY INC.	25.000000	Suspension
W0287800	06-35-080-12W6	MANITOK ENERGY INC.	37.500000	Suspension
W0288305	08-16-081-12W6	ARC RESOURCES LTD.	50.000000	Suspension
W0288305	08-16-081-12W6	CANADIAN NATURAL RESOURCES LIMITED	25.000000	Suspension
W0288305	08-16-081-12W6	MANITOK ENERGY INC.	25.000000	Suspension
W0290798	03-20-013-15W4	CANADIAN NATURAL RESOURCES LIMITED	22.500000	Suspension
W0290798	03-20-013-15W4	MANITOK ENERGY INC.	77.500000	Suspension
W0291166	01-27-072-04W5	ZARGON OIL & GAS PARTNERSHIP c/o ZARGON OIL & GAS LTD.	25.000000	Amended
W0291166	01-27-072-04W5	VERITY ENERGY LTD.	25.000000	Amended
W0291166	01-27-072-04W5	MANITOK ENERGY INC.	50.000000	Amended
W0295532	06-01-044-06W5	MUDDY PETROLEUM COMPANY LTD.	30.000000	Issued
W0295532	06-01-044-06W5	MANITOK ENERGY INC.	70.000000	Issued
W0296956	08-35-080-12W6	CANADIAN NATURAL RESOURCES	37.500000	Suspension

		LIMITED		
W0296956	08-35-080-12W6	GLENOGLE ENERGY INC.	25.000000	Suspension
W0296956	08-35-080-12W6	MANITOK ENERGY INC.	37.500000	Suspension
W0301069	04-20-095-01W6	LINTUS RESOURCES LIMITED	1.250000	Issued
W0301069	04-20-095-01W6	REDEAGLE RESOURCES LTD.	2.500000	Issued
W0301069	04-20-095-01W6	SURGE GENERAL PARTNERSHIP c/o SURGE ENERGY INC.	15.000000	Issued
W0301069	04-20-095-01W6	MANITOK ENERGY INC.	50.000000	Issued
W0301069	04-20-095-01W6	ACQUISITION OIL CORP.	31.250000	Issued
W0304284	14-01-081-12W6	CANADIAN NATURAL RESOURCES LIMITED	41.176471	Suspension
W0304284	14-01-081-12W6	BIRCHCLIFF ENERGY LTD.	17.647059	Suspension
W0304284	14-01-081-12W6	MANITOK ENERGY INC.	41.176471	Suspension
W0306238	03-31-042-03W5	GEAR ENERGY LTD.	40.000000	Issued
W0306238	03-31-042-03W5	MANITOK ENERGY INC.	60.000000	Issued
W0314126	01-09-081-12W6	MANITOK ENERGY INC.	56.250000	Suspension
W0314126	01-09-081-12W6	LONGSHORE RESOURCES LTD.	43.750000	Suspension
W0315675	01-09-008-10W4	PETROCAPITA OIL AND GAS L.P.	12.000000	Issued
W0315675	01-09-008-10W4	BUMPER DEVELOPMENT CORPORATION LTD.	32.500000	Issued
W0315675	01-09-008-10W4	MANITOK ENERGY INC.	55.500000	Issued
W0317057	13-18-079-09W6	MANITOK ENERGY INC.	55.000000	Suspension
W0317057	13-18-079-09W6	LONGSHORE RESOURCES LTD.	45.000000	Suspension
W0318996	16-21-079-09W6	PARAMOUNT RESOURCES LTD.	21.875000	Suspension
W0318996	16-21-079-09W6	MANITOK ENERGY INC.	48.125000	Suspension
W0318996	16-21-079-09W6	LONGSHORE RESOURCES LTD.	30.000000	Suspension
W0321802	15-03-081-12W6	BIRCHCLIFF ENERGY LTD.	15.000000	Suspension
W0321802	15-03-081-12W6	MANITOK ENERGY INC.	47.812500	Suspension
W0321802	15-03-081-12W6	LONGSHORE RESOURCES LTD.	37.187500	Suspension
W0325196	09-29-095-01W6	FRANCO-NEVADA CORPORATION	12.500000	Suspension
W0325196	09-29-095-01W6	CANADIAN NATURAL RESOURCES LIMITED	12.500000	Suspension
W0325196	09-29-095-01W6	MANITOK ENERGY INC.	75.000000	Suspension
W0327971	04-20-013-15W4	CANADIAN NATURAL RESOURCES LIMITED	22.500000	Suspension
W0327971	04-20-013-15W4	MANITOK ENERGY INC.	77.500000	Suspension
W0331928	09-28-085-11W6	MANITOK ENERGY INC.	60.000000	Issued
W0331928	09-28-085-11W6	ENERCAPITA ENERGY LTD.	40.000000	Issued
W0334123	11-35-085-11W6	YOHO RESOURCES INC.	7.000000	Issued
W0334123	11-35-085-11W6	TAQA NORTH LTD.	10.500000	Issued
W0334123	11-35-085-11W6	MANITOK ENERGY INC.	82.500000	Issued
W0338256	03-15-008-10W4	PETROCAPITA OIL AND GAS L.P.	12.000000	Suspension
W0338256	03-15-008-10W4	BUMPER DEVELOPMENT CORPORATION LTD.	32.500000	Suspension
W0338256	03-15-008-10W4	MANITOK ENERGY INC.	55.500000	Suspension
W0338818	01-33-008-11W4	PETROCAPITA OIL AND GAS L.P.	12.000000	Issued
W0338818	01-33-008-11W4	BUMPER DEVELOPMENT	32.500000	Issued

		CORPORATION LTD.		
W0338818	01-33-008-11W4	MANITOK ENERGY INC.	55.500000	Issued
W0338935	03-33-008-11W4	PETROCAPITA OIL AND GAS L.P.	12.000000	Amended
W0338935	03-33-008-11W4	BUMPER DEVELOPMENT CORPORATION LTD.	32.500000	Amended
W0338935	03-33-008-11W4	MANITOK ENERGY INC.	55.500000	Amended
W0339130	14-19-008-10W4	PETROCAPITA OIL AND GAS L.P.	7.058800	Issued
W0339130	14-19-008-10W4	CANADIAN NATURAL RESOURCES LIMITED	20.588250	Issued
W0339130	14-19-008-10W4	BUMPER DEVELOPMENT CORPORATION LTD.	19.117700	Issued
W0339130	14-19-008-10W4	MANITOK ENERGY INC.	32.647000	Issued
W0339130	14-19-008-10W4	CLEARVIEW RESOURCES LTD.	20.588250	Issued
W0340889	09-01-041-03W5	NAL RESOURCES LIMITED	19.125000	Suspension
W0340889	09-01-041-03W5	CENOVUS ENERGY INC.	25.000000	Suspension
W0340889	09-01-041-03W5	MANITOK ENERGY INC.	55.875000	Suspension
W0341634	12-10-041-03W5	WRANGLER MANAGEMENT LTD.	1.250000	Suspension
W0341634	12-10-041-03W5	SIGNALTA RESOURCES LIMITED	17.500000	Suspension
W0341634	12-10-041-03W5	NAL RESOURCES LIMITED	6.450000	Suspension
W0341634	12-10-041-03W5	CENOVUS ENERGY INC.	25.000000	Suspension
W0341634	12-10-041-03W5	MANITOK ENERGY INC.	49.800000	Suspension
W0341862	04-20-013-15W4	CANADIAN NATURAL RESOURCES LIMITED	22.500000	Suspension
W0341862	04-20-013-15W4	MANITOK ENERGY INC.	77.500000	Suspension
W0348899	03-29-095-01W6	FRANCO-NEVADA CORPORATION	12.500000	Issued
W0348899	03-29-095-01W6	CANADIAN NATURAL RESOURCES LIMITED	12.500000	Issued
W0348899	03-29-095-01W6	MANITOK ENERGY INC.	75.000000	Issued
W0349719	14-06-096-01W6	LINTUS RESOURCES LIMITED	0.625000	Issued
W0349719	14-06-096-01W6	SURGE GENERAL PARTNERSHIP c/o SURGE ENERGY INC.	6.250000	Issued
W0349719	14-06-096-01W6	MANITOK ENERGY INC.	75.000000	Issued
W0349719	14-06-096-01W6	ACQUISITION OIL CORP.	18.125000	Issued
W0351151	06-31-006-09W4	CANADIAN NATURAL RESOURCES LIMITED	25.000000	Issued
W0351151	06-31-006-09W4	MANITOK ENERGY INC.	50.000000	Issued
W0351151	06-31-006-09W4	SANLING ENERGY LTD.	25.000000	Issued
W0351167	06-32-006-09W4	MANITOK ENERGY INC.	76.562500	Issued
W0351167	06-32-006-09W4	SANLING ENERGY LTD.	23.437500	Issued
W0351330	06-30-006-09W4	CANADIAN NATURAL RESOURCES LIMITED	25.000000	Issued
W0351330	06-30-006-09W4	MANITOK ENERGY INC.	50.000000	Issued
W0351330	06-30-006-09W4	SANLING ENERGY LTD.	25.000000	Issued
W0356726	04-06-009-11W4	PETROCAPITA OIL AND GAS L.P.	12.000000	Issued
W0356726	04-06-009-11W4	BUMPER DEVELOPMENT CORPORATION LTD.	32.500000	Issued
W0356726	04-06-009-11W4	MANITOK ENERGY INC.	55.500000	Issued



W0356894	10-17-043-03W5	MANITOK ENERGY INC.	60.000000	Issued
W0356894	10-17-043-03W5	BONAVISTA ENERGY CORPORATION	40.000000	Issued
W0359533	10-35-080-12W6	CANADIAN NATURAL RESOURCES LIMITED	37.500000	Suspension
W0359533	10-35-080-12W6	GLENOGLE ENERGY INC.	25.000000	Suspension
W0359533	10-35-080-12W6	MANITOK ENERGY INC.	37.500000	Suspension
W0360751	08-15-086-11W6	WHITECAP RESOURCES INC.	50.000000	Issued
W0360751	08-15-086-11W6	MANITOK ENERGY INC.	50.000000	Issued
W0361625	06-32-025-23W4	TAQA NORTH LTD.	19.740700	Suspension
W0361625	06-32-025-23W4	MANITOK ENERGY INC.	80.259300	Suspension
W0364057	15-10-041-03W5	WRANGLER MANAGEMENT LTD.	1.250000	Suspension
W0364057	15-10-041-03W5	MANITOK ENERGY INC.	98.750000	Suspension
W0366101	07-19-079-09W6	MANITOK ENERGY INC.	70.000000	Suspension
W0366101	07-19-079-09W6	LONGSHORE RESOURCES LTD.	30.000000	Suspension
W0381517	11-07-028-20W4	MANITOK ENERGY INC.	40.000000	Issued
W0381517	11-07-028-20W4	SANLING ENERGY LTD.	60.000000	Issued
W0383268	05-15-042-05W5	HEAD FIRST ENERGY INC.	25.000000	Issued
W0383268	05-15-042-05W5	MANITOK ENERGY INC.	52.500000	Issued
W0383268	05-15-042-05W5	CANLIN RESOURCES PARTNERSHIP c/o CANLIN ENERGY CORPORATION	22.500000	Issued
W0384736	02-11-041-03W5	SOUNDER PETROLEUM LTD.	0.500000	Suspension
W0384736	02-11-041-03W5	STARCHILD ENERGY SYSTEMS LTD.	1.931800	Suspension
W0384736	02-11-041-03W5	SIGNALTA RESOURCES LIMITED	31.681800	Suspension
W0384736	02-11-041-03W5	GEAR ENERGY LTD.	4.375000	Suspension
W0384736	02-11-041-03W5	MANITOK ENERGY INC.	61.511400	Suspension
W0395529	03-06-083-09W6	HARVEST OPERATIONS CORP.	30.000000	Suspension
W0395529	03-06-083-09W6	TAQA NORTH LTD.	13.333200	Suspension
W0395529	03-06-083-09W6	MANITOK ENERGY INC.	56.666800	Suspension
W0398023	04-35-080-12W6	CANADIAN NATURAL RESOURCES LIMITED	37.500000	Suspension
W0398023	04-35-080-12W6	GLENOGLE ENERGY INC.	25.000000	Suspension
W0398023	04-35-080-12W6	MANITOK ENERGY INC.	37.500000	Suspension
W0398027	12-35-080-12W6	CANADIAN NATURAL RESOURCES LIMITED	37.500000	Suspension
W0398027	12-35-080-12W6	GLENOGLE ENERGY INC.	25.000000	Suspension
W0398027	12-35-080-12W6	MANITOK ENERGY INC.	37.500000	Suspension
W0398931	03-20-013-15W4	CANADIAN NATURAL RESOURCES LIMITED	22.500000	Suspension
W0398931	03-20-013-15W4	MANITOK ENERGY INC.	77.500000	Suspension
W0399219	02-35-080-12W6	CANADIAN NATURAL RESOURCES LIMITED	37.500000	Suspension
W0399219	02-35-080-12W6	GLENOGLE ENERGY INC.	25.000000	Suspension
W0399219	02-35-080-12W6	MANITOK ENERGY INC.	37.500000	Suspension
W0401050	11-11-041-03W5	STARCHILD ENERGY SYSTEMS LTD.	1.885100	Suspension

W0401050	11-11-041-03W5	ASTRAL ENERGY HOLDINGS LTD.	1.875000	Suspension
W0401050	11-11-041-03W5	CANADIAN NATURAL RESOURCES LIMITED	0.937500	Suspension
W0401050	11-11-041-03W5	SIGNALTA RESOURCES LIMITED	30.916600	Suspension
W0401050	11-11-041-03W5	GEAR ENERGY LTD.	4.375000	Suspension
W0401050	11-11-041-03W5	MANITOK ENERGY INC.	60.010800	Suspension
W0412604	16-10-041-03W5	WRANGLER MANAGEMENT LTD.	1.250000	Suspension
W0412604	16-10-041-03W5	SIGNALTA RESOURCES LIMITED	17.500000	Suspension
W0412604	16-10-041-03W5	NAL RESOURCES LIMITED	6.450000	Suspension
W0412604	16-10-041-03W5	MANITOK ENERGY INC.	74.800000	Suspension
W0413353	04-33-042-02W5	MANITOK ENERGY INC.	75.000000	Issued
W0413353	04-33-042-02W5	BONAVISTA ENERGY CORPORATION	25.000000	Issued
W0433899	12-36-037-06W5	MUDDY PETROLEUM COMPANY LTD.	15.000000	Issued
W0433899	12-36-037-06W5	MANITOK ENERGY INC.	85.000000	Issued
W0437612	16-36-020-04W5	ODIN CAPITAL INC.	3.903750	Suspension
W0437612	16-36-020-04W5	MANITOK ENERGY INC.	96.096250	Suspension
W0444172	01-36-042-16W5	MANITOK ENERGY INC.	65.000000	Suspension
W0444172	01-36-042-16W5	PETRUS RESOURCES CORP.	35.000000	Suspension
W0445131	01-36-042-16W5	MANITOK ENERGY INC.	72.000000	Suspension
W0445131	01-36-042-16W5	PETRUS RESOURCES CORP.	28.000000	Suspension
W0460915	01-36-042-16W5	MANITOK ENERGY INC.	25.000000	Suspension
W0460915	01-36-042-16W5	PETRUS RESOURCES CORP.	25.000000	Suspension
W0460915	01-36-042-16W5	CANLIN RESOURCES PARTNERSHIP c/o CANLIN ENERGY CORPORATION	50.000000	Suspension

Table 2 – Facility Licences

FacilityLicence	Surface location	WIP name	WIP Percentage	Licence Status
F16441	16-33-079-09W6	HARVEST OPERATIONS CORP.	5.555000	Issued
F16441	16-33-079-09W6	L'ECUYER, ALBERT	2.760000	Issued
F16441	16-33-079-09W6	MANITOK ENERGY INC.	91.685000	Issued
F21572	04-11-011-13W4	FIRST WEST PETROLEUM INC.	5.118700	Issued
F21572	04-11-011-13W4	JOURNEY ENERGY INC.	10.300000	Issued
F21572	04-11-011-13W4	MANITOK ENERGY INC.	39.831300	Issued
F21572	04-11-011-13W4	SANLING ENERGY LTD.	44.750000	Issued
F22793	15-13-008-10W4	BUMPER DEVELOPMENT CORPORATION LTD.	32.500000	Issued
F22793	15-13-008-10W4	MANITOK ENERGY INC.	55.500000	Issued
F22793	15-13-008-10W4	PETROCAPITA OIL AND GAS L.P.	12.000000	Issued
F25965	10-01-041-03W5	FREEHOLD ROYALTIES LTD.	12.500000	Issued
F25965	10-01-041-03W5	MANITOK ENERGY INC.	82.250000	Issued
F25965	10-01-041-03W5	NAL RESOURCES LIMITED	5.250000	Issued



F26171	11-02-081-12W6	ARC RESOURCES LTD.	60.000000	Amended
F26171	11-02-081-12W6	MANITOK ENERGY INC.	40.000000	Amended
F26197	04-14-081-12W6	ARC RESOURCES LTD.	47.500000	Amended
F26197	04-14-081-12W6	CANADIAN NATURAL RESOURCES LIMITED	26.250000	Amended
F26197	04-14-081-12W6	MANITOK ENERGY INC.	26.250000	Amended
F26772	16-36-027-05W5	MANITOK ENERGY INC.	67.000000	Issued
F26772	16-36-027-05W5	VERMILION ENERGY INC.	33.000000	Issued
F29860	11-02-081-12W6	ARC RESOURCES LTD.	38.180000	Issued
F29860	11-02-081-12W6	CANADIAN NATURAL RESOURCES LIMITED	27.125000	Issued
F29860	11-02-081-12W6	CANADIAN NATURAL RESOURCES NORTHERN ALBERTA PARTNERSHIP c/o CANADIAN NATURAL RESOURCES LIMITED	3.320000	Issued
F29860	11-02-081-12W6	GLENOGLE ENERGY INC.	4.250000	Issued
F29860	11-02-081-12W6	MANITOK ENERGY INC.	27.125000	Issued
F30310	10-18-048-22W5	HUSKY OIL OPERATIONS LIMITED	50.000000	Amended
F30310	10-18-048-22W5	MANITOK ENERGY INC.	50.000000	Amended
F30498	04-20-013-15W4	CANADIAN NATURAL RESOURCES LIMITED	22.500000	Issued
F30498	04-20-013-15W4	MANITOK ENERGY INC.	77.500000	Issued
F31717	03-20-013-15W4	CANADIAN NATURAL RESOURCES LIMITED	22.500000	Amended
F31717	03-20-013-15W4	MANITOK ENERGY INC.	77.500000	Amended
F32046	03-20-079-09W6	MANITOK ENERGY INC.	70.000000	Issued
F32046	03-20-079-09W6	LONGSHORE RESOURCES LTD.	30.000000	Issued
F32089	01-09-079-11W6	LONGSHORE RESOURCES LTD.	8.750000	Issued
F32089	01-09-079-11W6	MANITOK ENERGY INC.	67.250000	Issued
F32089	01-09-079-11W6	LONGSHORE RESOURCES LTD.	24.000000	Issued
F32734	01-09-081-12W6	MANITOK ENERGY INC.	56.250000	Issued
F32734	01-09-081-12W6	LONGSHORE RESOURCES LTD.	43.750000	Issued
F34499	08-28-079-09W6	GOLDEN PRAIRIE ENERGY LTD.	3.750000	Issued
F34499	08-28-079-09W6	HARVEST OPERATIONS CORP.	2.499750	Issued
F34499	08-28-079-09W6	JAY-TWO RESOURCES LTD.	3.750000	Issued
F34499	08-28-079-09W6	MANITOK ENERGY INC.	69.208250	Issued
F34499	08-28-079-09W6	SANLING ENERGY LTD.	12.499750	Issued
F34499	08-28-079-09W6	W.F. BROWN EXPLORATION LTD.	8.292250	Issued
F36607	05-01-049-25W4	LENALTA HOLDINGS LTD.	2.000000	Issued
F36607	05-01-049-25W4	MANITOK ENERGY INC.	98.000000	Issued
F36799	05-24-051-10W4	CANADIAN NATURAL RESOURCES LIMITED	22.500000	Issued
F36799	05-24-051-10W4	MANITOK ENERGY INC.	16.667000	Issued
F36799	05-24-051-10W4	PERPETUAL OPERATING CORP.	60.833000	Issued
F39233	03-31-042-03W5	GEAR ENERGY LTD.	40.000000	Issued
F39233	03-31-042-03W5	MANITOK ENERGY INC.	60.000000	Issued
F39873	06-35-080-12W6	CANADIAN NATURAL RESOURCES	37.500000	Issued

		LIMITED		
F39873	06-35-080-12W6	GLENOGLE ENERGY INC.	25.000000	Issued
F39873	06-35-080-12W6	MANITOK ENERGY INC.	37.500000	Issued
F8795	10-10-041-03W5	CHINOOK ENERGY INC.	30.459800	Amended
F8795	10-10-041-03W5	FREEHOLD ROYALTIES LTD.	4.601000	Amended
F8795	10-10-041-03W5	MANITOK ENERGY INC.	30.459800	Amended
F8795	10-10-041-03W5	NAL RESOURCES LIMITED	5.870000	Amended
F8795	10-10-041-03W5	SIGNALTA RESOURCES LIMITED	27.727500	Amended
F8795	10-10-041-03W5	WRANGLER MANAGEMENT LTD.	0.881900	Amended

This is Exhibit F referred to in the Affidavit of Sarah Trigueiro

Sworn before me on April 5<sup>th</sup>, 2021



Commissioner for Oaths in and for the Province of Alberta

**D. Aaron Stephenson**  
Barrister & Solicitor

PRINT NAME AND EXPIRY OR  
LAWYER/STUDENT-AT-LAW

NOV 04 2019

JUDICIAL CENTRE  
OF CALGARY

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

COURT COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY

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

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

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

DOCUMENT **TWELFTH REPORT OF THE RECEIVER**

**NOVEMBER 4, 2019**

ADDRESS FOR SERVICE AND  
CONTACT INFORMATION OF  
PARTY FILING THIS  
DOCUMENT

**RECEIVER**  
ALVAREZ & MARSAL CANADA INC.  
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Suite 1110, 250 - 6<sup>th</sup> Avenue SW  
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File: 1001023920



## **TABLE OF CONTENTS OF THE TWELFTH REPORT OF THE RECEIVER**

INTRODUCTION .....	3
TERMS OF REFERENCE .....	4
SALE OF marginally accretive assets.....	4
THE GOOSE CREEK PURCHASE AND SALE AGREEMENT .....	5
RECEIVER’S CONCLUSIONS AND RECOMMENDATIONS .....	8

## **LISTING OF APPENDICES TO THE TWELFTH REPORT OF THE RECEIVER**

APPENDIX A	GOOSE CREEK PSA - REDACTED
APPENDIX B	CNRNAP ROFR CORRESPONDENCE
APPENDIX C	ADDED ASSETS
CONFIDENTIAL APPENDIX 1	GOOSE CREEK PSA - UNREDACTED

## INTRODUCTION

1. On February 20, 2018 (the “**Receivership Date**”), the Court of Queen’s Bench of Alberta (the “**Court**”) granted an order in these proceedings (the “**Consent Receivership Order**”) appointing Alvarez & Marsal Canada Inc. (“**A&M**”) as receiver and manager (the “**Receiver**”), without security, of all of the current and future assets, undertakings and properties of every nature and kind whatsoever, including but not limited to real property and wherever situate including all proceeds thereof (the “**Property**”) of Manito Energy Inc. (“**Manitok**”) and its wholly owned subsidiary Raimount Energy Corp. (“**Raimount**”) (together, or either of them, as the context requires, the “**Company**”) pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3, as amended, (the “**BIA**”) and section 13(2) of the *Judicature Act*, RSA 2000, c J-2.
2. Concurrently with the Receivership, Manitok, Raimount and Manitok’s other wholly owned subsidiary, Corinthian Oil Corp. (“**Corinthian**”), was deemed bankrupt and A&M became the Licensed Insolvency Trustee of each of the three entities.
3. As discussed in previous Reports, the most significant stakeholders in the Receivership are now the National Bank of Canada (“**NBC**”) and the Alberta Energy Regulator (“**AER**”). NBC continues to hold a first charge over all of the undistributed assets of the Company and the proceeds therefrom. As a result of the decision of the Supreme Court of Canada (“**SCC**”) in *Orphan Well Association v Grant Thornton Ltd*, 2019 SCC 5 (“**Redwater**”), the AER is a significant stakeholder in the Receivership even though it is not a “creditor” *per se*.
4. The purpose of this Twelfth Report of the Receiver (the “**Twelfth Report**” or “**this Report**”) is to provide the Court with information in respect of the following:
  - a) the status of marginally accretive transactions, two of which were recently approved by the Court, and two others that did not require Court approval;

- b) the purchase and sale agreement (“**Goose Creek PSA**”) between the Receiver of Raimount and Goose Creek Resources Ltd. (“**Goose Creek**”) dated September 27, 2019, along with the proposed Sale Approval and Vesting Order;
  - c) the Receiver’s application for the sealing of Confidential Appendix 1 to this Report (the “**Sealing Order**”);
  - d) the Receiver’s request to amend the Retained Asset Listing attached to the July 12, 2019 Court Order; and
  - e) the Receiver’s conclusions and recommendations.
5. Capitalized terms not defined in this Report have the meaning given in the Receivership Order, or the previous reports of the Receiver.
  6. All references to dollars are in Canadian currency unless otherwise noted.

#### **TERMS OF REFERENCE**

7. In preparing this Twelfth Report, the Receiver has relied upon financial and other information contained in the Company’s books and records. The Receiver has not performed an audit, review or other verification of such information.

#### **SALE OF marginally accretive assets**

8. As discussed in the Ninth Report, the Receiver agreed with the AER that it would pursue certain sales of remaining oil and gas assets that were only marginally accretive or non-accretive to the estate but which would reduce end of life obligations of the Company by transferring assets that would otherwise be renounced.
9. On August 28, 2019 a Sale Approval and Vesting Order (“**SAVO**”) was granted approving the Enercapita PSA and the Glenogle PSA, two marginally accretive transactions. Those transactions have now closed. Additionally, the Receiver has

closed two other transactions that did not require Court Approval, for total proceeds of \$15,000.

10. The Goose Creek PSA is the last marginally accretive transaction being pursued by the Receiver in connection with its agreement with the AER.

#### **THE GOOSE CREEK PURCHASE AND SALE AGREEMENT**

11. Pursuant to paragraph 3(k) of the Receivership Order, the Receiver is empowered and authorized to market the Property, including advertising and soliciting offers in respect of the Property or any parts thereof, and negotiate such terms and conditions for the sale of the Property as the Receiver in its discretion may deem appropriate.
12. As discussed in the Fourth Report, an order (the “**Sale Process Order**”) was granted on August 10, 2018 pursuant to which the Court approved a Sale Process and the Receiver’s decision to retain Peters & Co. Limited as Marketing Agent. A broad-based, comprehensive marketing and sale process was then undertaken by the Receiver and the Marketing Agent in accordance with the Sale Process Order to identify suitable and qualified purchasers for the Company’s Property.
13. After successive rounds of bidding, the Receiver, in consultation with the Marketing Agent, Stream and NBC negotiated the sale of the core properties of Manitok and has closed, within the timelines of the marketing process, five (5) separate purchase and sale agreements after receiving Court Approval.
14. Notwithstanding the Receiver’s efforts to market all of the Property of the Company, no acceptable offers were received for any other Property of Manitok or Raimount during the timelines established during the marketing process in late 2018. A handful of small offers were received; however, the offers were not accretive to the estate and were not pursued by the Receiver.
15. The Receiver completed the realization of oil & gas assets of the Company and recently renounced and was discharged by the Court over all but a few specific



properties. These specific properties had been identified by the Receiver and the AER as having an interested purchaser at a value at least sufficient to cover the costs of the transaction, the divestiture of which would reduce the end of life obligations of the Company.

16. The Receiver considers the Goose Creek PSA to reflect the best and highest price available for the assets involved, as it is the only offer received for the property being purchased. The AER supports the Court's approval of this agreement and NBC has no objection to the sale proceeding.
17. The purchase and sale agreement requires certain information affecting the properties to remain confidential. Further, the Receiver is concerned that, if the transaction value is disclosed prior to the closing of the corresponding sales, such disclosure could materially jeopardize the sales; if any of the sales do not close the Receiver will likely have to renounce the properties being sold, as there is no alternate purchaser. As such, the Receiver is respectfully of the view that it is appropriate for this Honourable Court to seal the unredacted Goose Creek PSA attached as Confidential Appendix 1 to this Twelfth Report.
18. A redacted copy of the Goose Creek PSA is attached as Appendix A.

#### **Considerations to Accepting the Goose Creek PSA**

19. The Receiver believes approval of the Goose Creek PSA is in the best interests of all stakeholders for the following reasons:
  - a) the Receiver was authorized to market and sell the Properties pursuant to section 3(k) of the Receivership Order and the Sale Process Order;
  - b) the Receiver acted in good faith and with due diligence;
  - c) there was an extensive, broad marketing process for all of the Property that was conducted by an experienced marketing consultant to a large number of prospective purchasers over a reasonable timeframe and no

acceptable offers for the properties now being sold to Goose Creek were received during that process;

- d) AER is supportive of the transactions and NBC has no objection;
- e) The transaction will reduce end of life obligations of Raimount;
- f) the Goose Creek PSA was negotiated between parties at arm's length in good faith and is commercially reasonable under the circumstances; and
- g) the offer submitted by Goose Creek was the only offer received.

20. The majority of the properties being sold are subject to a right of first refusal ("ROFR") in favour of Canadian Natural Resources Northern Alberta Partnership ("CNRNAP"). CNRNAP has acknowledged receipt of ROFR notices delivered by the Receiver on October 2, 2019 but has not signed any of them. An example of the correspondence received by CNRNAP for each of the nine (9) ROFR notices sent by the Receiver is attached as Appendix B. The ROFR notice period of 30 days expired on November 1, 2019.
21. The Goose Creek PSA is not subject to any material conditions other than expiry of the ROFR notices (which has now occurred) and approval of this Court. As a result, and because the Goose Creek PSA is the only offer, and as this transaction will reduce end of life obligations of Raimount, the Receiver believes it is in the best interest of the Company's stakeholders to complete this transaction.
22. On July 9, 2019 the Receiver obtained a Court Order to renounce and be discharged over all Discharged Property. Discharged Property excluded certain unsold property in which the Receiver had agreed with the AER to attempt to sell in marginally accretive transactions in an effort to reduce end of life obligations of the Company. This property was specifically excluded from the Partial Discharge and enumerated in a schedule attached to the July 9, 2019 Court Order (the "**Retained Asset Listing**").

23. In the case of the Goose Creek offer, Goose Creek had initially provided the Receiver with a list of property it wished to acquire; that property was included on the Retained Asset Listing. In finalizing the Goose Creek PSA, Goose Creek added a number of wells, facilities and pipelines it wished to purchase (the “**Added Assets**”) and also deleted a few wells. The Added Assets, attached as Appendix C, were not included in the Retained Asset Listing.
24. The Receiver wishes to convey the Added Assets to Goose Creek and seeks an amendment to include the Added Assets on the Retained Asset Listing, to give the Receiver the power to convey all the assets included in the Goose Creek PSA.
25. The Receiver has consulted with the AER with respect to the Added Assets, and the AER supports the inclusion of the Added Assets on the Retained Asset Listing for the purpose of conveying them to Goose Creek.

#### **RECEIVER’S CONCLUSIONS AND RECOMMENDATIONS**

26. The Receiver is of the view that it has made commercially reasonable efforts to obtain the highest realizations for the Property.
27. The Receiver is satisfied that the interests of Raimount’s financial stakeholders have been considered and are not materially prejudiced by the sales.
28. The Receiver is satisfied that the sale is inherently fair and has been conducted in a manner such that no parties to the process have experienced preferential or unfair treatment.
29. The Receiver recommends that this Honorable Court approve:
  - a) the Goose Creek PSA and Sale Approval and Vesting Order;
  - b) the Sealing Order; and
  - c) an Order amending the Retained Asset Listing attached to the July 9, 2019 Court Order such that the Added Assets be included.

All of which is respectfully submitted this 4<sup>th</sup> day of November 2019.


**ALVAREZ & MARSAL CANADA INC.,  
in its capacity as Receiver of the Company  
its personal or corporate capacity**

A handwritten signature in dark ink, appearing to be 'Orest Konowalchuk', written in a cursive style.

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

This is Exhibit **G** referred to in the Affidavit of  
Sarah Trigueiro

Sworn before me on April 5<sup>th</sup>, 2021



---

Commissioner for Oaths in and for  
the Province of Alberta

**D. Aaron Stephenson**  
~~Barrister & Solicitor~~

---

PRINT NAME AND EXPIRY OR  
LAWYER/STUDENT-AT-LAW



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

COURT COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY

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

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

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

DOCUMENT **FOURTEENTH REPORT OF THE RECEIVER**

**June 22, 2020**

ADDRESS FOR SERVICE AND  
CONTACT INFORMATION OF  
PARTY FILING THIS  
DOCUMENT

**RECEIVER**

ALVAREZ & MARSAL CANADA INC.  
Bow Valley Square IV  
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File: 1001023920



ALVAREZ & MARSAL

## **TABLE OF CONTENTS OF THE FOURTEENTH REPORT OF THE RECEIVER**

<b>INTRODUCTION .....</b>	<b>3</b>
<b>PURPOSE.....</b>	<b>4</b>
<b>TERMS OF REFERENCE .....</b>	<b>5</b>
<b>ACTIVITIES OF THE RECEIVER AND STATUS OF THE RECEIVERSHIP PROCEEDINGS .....</b>	<b>5</b>
<b>COURT ORDERED AND ADDITIONAL TAX HOLDBACKS .....</b>	<b>9</b>
<b>PROPOSED FIFTH INTERIM DISTRIBUTION OF FUNDS .....</b>	<b>12</b>
<b>RECEIPTS AND DISBURSEMENTS – JUNE 1, 2019 TO JUNE 3, 2020 .....</b>	<b>13</b>
<b>APPROVAL OF RECEIVER’S AND ITS COUNSELS’ FEES AND COSTS .....</b>	<b>15</b>
<b>RECEIVER’S CONCLUSIONS AND RECOMMENDATIONS .....</b>	<b>16</b>

## **LISTING OF APPENDICES TO THE FOURTEENTH REPORT OF THE RECEIVER**

<b>APPENDIX A</b>	<b>Proposed Distribution of Municipal Taxes</b>
<b>APPENDIX B</b>	<b>Correspondence to Municipalities</b>
<b>APPENDIX C</b>	<b>Correspondence from Municipalities</b>
<b>APPENDIX D</b>	<b>Fifth Interim Distribution Schedule</b>
<b>APPENDIX E</b>	<b>Summary of Receiver’s Accounts</b>
<b>APPENDIX F</b>	<b>Summary of Counsel’s Accounts</b>
<b>APPENDIX G</b>	<b>Summary of Conflict Counsels’ Accounts</b>

## INTRODUCTION

1. On February 20, 2018 (the “**Receivership Date**”), the Court of Queen’s Bench of Alberta (the “**Court**”) granted an order in these proceedings (the “**Consent Receivership Order**”) appointing Alvarez & Marsal Canada Inc. (“**A&M**”) as receiver and manager (the “**Receiver**”), without security, of all of the current and future assets, undertakings and properties of every nature and kind whatsoever, including but not limited to real property and wherever situate including all proceeds thereof (the “**Property**”) of Manitok Energy Inc. (“**Manitok**”) and its wholly owned subsidiary Raimount Energy Corp. (“**Raimount**”) (together, or either of them, as the context requires, the “**Company**”) pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3, as amended (the “**BIA**”) and section 13(2) of the *Judicature Act*, RSA 2000, c J-2.
2. Concurrently with the Receivership, Manitok, Raimount and Manitok’s other wholly owned subsidiary, Corinthian Oil Corp. (“**Corinthian**”), were deemed bankrupt and A&M became the Licensed Insolvency Trustee of each of them.
3. As discussed in previous Reports, the most significant stakeholders in the Receivership Proceedings are now the National Bank of Canada (“**NBC**”) and the Alberta Energy Regulator (“**AER**”). NBC continues to hold a first charge over all of the undistributed assets of the Company and the proceeds therefrom. As a result of the decision of the Supreme Court of Canada (“**SCC**”) in *Orphan Well Association v Grant Thornton Ltd*, 2019 SCC 5 (“**Redwater**”), the AER is a significant stakeholder in the Receivership even though it is not a “creditor” *per se*.
4. In the Receiver’s Ninth and Eleventh Reports, the Receiver discussed outstanding municipal tax claims and their priorities. The Eleventh Report proposed making the Third and Fourth interim distribution to NBC and the AER. Two interim distribution orders were accordingly granted on October 16, 2019, one of which resulted in the distribution of mostly all of the previously established holdback (the “**Ferrier Holdback**”, as defined in the Eleventh Report) for claims based on unpaid pre-filing municipal taxes.



5. As was explained in the Eleventh Report, additional funds continue to be held by the Receiver pending the final determination of municipal tax claims (“**Tax Holdback**”) and other asserted priority claims.

#### **PURPOSE**

6. The purpose of this Fourteenth Report of the Receiver (the “**Fourteenth Report**” or “**this Report**”) is to provide the Court with information in respect of the following:
  - a) the Receiver’s activities and status of the Receivership proceedings generally, including matters to complete;
  - b) a proposed distribution of a portion of the Tax Holdback to certain supportive municipalities in full and final satisfaction of their priority claims;
  - c) the proposed release of the remaining Tax Holdback and the Ferrier Holdback to general estate funds;
  - d) a proposed interim distribution to NBC and AER of general estate funds in excess of what is required to satisfy administrative costs and remaining priority claims (the “**Fifth Distribution**”);
  - e) the updated cash flow results for the period from June 1, 2019 to June 3, 2020 (the “**Reporting Period**”);
  - f) the request for the approval of the professional fees and costs of the Receiver and its legal counsel from May 1, 2019 to April 30, 2020;
  - g) the request for approval of the Receiver’s actions, activities and conduct as described in this and prior Reports filed with this Honourable Court; and
  - h) the Receiver’s conclusions and recommendations.

7. Capitalized words or terms not defined in this Report are as defined in the Receivership Order or the previous reports of the Receiver (the “**Prior Reports**”).
8. All references to dollars are in Canadian currency.

#### **TERMS OF REFERENCE**

9. In preparing this Fourteenth Report, the Receiver has relied upon financial and other information contained in the Company’s books and records. The Receiver has not performed an audit, review or other verification of such information.

#### **ACTIVITIES OF THE RECEIVER AND STATUS OF THE RECEIVERSHIP PROCEEDINGS**

10. Since the Ninth Report, when the Receiver last reported to this Court on its activities generally, the Receiver’s activities have included the following, but are not limited to:
  - a) prepared four further Reports to this Honourable Court (exclusive of this Report) for specific matters as reported therein;
  - b) completed six marginally accretive sale transactions to reduce end of life obligations of the Company, with the support of the AER and NBC, three of which were approved by the Court in the Receiver’s Tenth and Twelfth Reports and three that did not require Court approval;
  - c) completed the Third and Fourth Interim Distributions to NBC and AER, as reported in the Eleventh Report and approved by the Court on October, 16, 2019;
  - d) facilitated an agreement between PrairieSky and the AER on entitlement to and the distribution of the Prairiesky Holdback, as established by Court order on November 5, 2018;

- e) analyzed the impact and reported, in the Receiver's Thirteenth Report, on the application of Persist to further amend the Persist PSA and Persist SAVO, which resulted in the relief requested by Persist (further amendment of the Persist SAVO) and the Receiver's consequential relief (confirmation of discharge over certain assets) being granted by the Court on May 22, 2020;
- f) analysis and settlement of known but unresolved priority claims. As reported in the Receiver's Eleventh Report, the Receiver, in addition to the Tax Holdback and the Lien Holdback established by prior Court orders, established an additional (non-Court ordered) holdback totalling approximately \$1.6 million to provide for known, but unresolved priority claims of creditors. The Receiver has now settled or resolved and paid out all of those known priority claims except for the claim of Yangarra related to a pre-receivership sale transaction with Manitok and a post filing third party litigation claim filed by Yangarra against Manitok;
- g) finalized various post closing transaction matters with respect to the asset sale to Shanghai, including the AER license transfer and final statement of adjustments;
- h) finalized numerous post closing matters related to the Persist transaction, including transfer of AER licenses and final statement of adjustments;
- i) completed various post closing matters and negotiated and settled matters related to a pre-receivership transaction involving DOAG Energy Ltd.;
- j) reviewed, analyzed and engaged conflict counsel to assist with the Yangarra pre-receivership transaction and Yangarra's post-receivership filing of a third party claim, initially against the Receiver

directly (now against the Manitok estate). Settlement discussions are currently ongoing;

- k) numerous analyses of outstanding municipal tax issues and communications to resolve the claims of the five municipalities with priority claims (as described below);
- l) finalized and settled the outstanding claim with Ember;
- m) attended to the completion of various end of life obligations agreed with the AER and NBC that the Receiver was managing;
- n) various analyses to assess salability of remaining properties and preparation of materials to renounce and be discharged over properties that could not be sold;
- o) reviewed and analyzed the two builders' liens claiming priority and prepared settlement offers in relation to same. Settlements were not reached and the priority of these lien claims will likely have to be determined by this Honourable Court;
- p) reviewed and analyzed the outstanding AER fees relating to Persist post transaction period and recovered approximately \$150,000 for AER administration fees, which were paid directly to the AER by Persist;
- q) attended various calls and meetings with the secured creditors concerning operational and financial updates of the Company and other matters involving the Receivership generally;
- r) attended various calls and meetings with the AER concerning operations and financial updates of the Company, renunciation of assets, and potential sale of remaining assets of the Company, and other matters regarding the Receivership generally;

- s) analyzed, negotiated, settled and collected upon the majority of the outstanding receivables from various working interest partners. The Receiver has one significant outstanding receivable with Canadian Natural Resources Ltd (“CNRL”) for approximately \$800,000;
  - t) provided instructions to the Receiver’s primary independent legal counsel, Norton Rose Fulbright Canada LLP (“NRF”), in respect of the Receivership generally; and
  - u) provided instructions to McCarthy Tetrault LLP (“MT”) and Scott Ventura Rudakoff LLP (“SVR”) as conflict counsel, in respect of specific matters.
11. The asset realization efforts of the Receiver in these proceedings are substantially complete, with the exception of:
- a) the collection of the CNRL receivable and a few smaller receivables;
  - b) a minor non-operated interest the Receiver is negotiating to sell to the majority working interest partner.
12. All prior sale transactions the Receiver has entered into have now closed, although the Receiver is still dealing with a certain small number of post-closing matters.
13. The main matters to complete the Receivership are to:
- a) determine the priority to and distribute funds being retained by the Receiver in respect of the Yangarra claim and under the Court-ordered Tax Holdback and Lien Holdback (as discussed below); and
  - b) collect remaining accounts receivable, which is an ongoing process involving legal counsel. The Receiver is not in a position to estimate the ultimate recovery on the receivables due to the commercial sensitivity of any possible negotiations and settlements.

## COURT ORDERED AND ADDITIONAL TAX HOLDBACKS

14. The Receiver is currently holding \$2,891,660.74 for asserted priority claims, as follows:

Persist SAVO Holdback for Municipal Taxes	\$ 1,760,337.53
Receiver's additional holdback for Municipal Taxes	549,544.73
Total Holdback for Municipal Taxes	2,309,882.26
Persist SAVO Lien Holdback	581,778.48
Total Receiver Holdbacks	\$ 2,891,660.74

15. The Persist SAVO holdbacks were established by the Court in connection with the approval of the Receiver's sale of certain Property to Persist Oil and Gas Ltd. ("Persist"). The Receiver established an additional holdback for municipal tax claims despite not being ordered to do so. Certain municipalities are claiming a special lien based on unpaid non-linear taxes on Property in their jurisdictions that was sold to Persist and Shanghai. Two builder's lien claimants are asserting priority claims against the Persist SAVO Lien Holdback.
16. The Receiver's counsel is continuing to hold \$50,000 (plus interest) in its trust account, which is the balance of the Ferrier Holdback previously established by Court order.
17. The Receiver has resolved the priority to the Tax Holdback and is seeking Court approval to pay out certain of the Tax Holdback to the impacted municipalities and to release the balance to general estate funds, together with the remainder of the Ferrier Holdback. The Receiver is then seeking approval to make an interim distribution of general estate funds to NBC and AER.
18. It is anticipated that entitlement to the Persist SAVO Lien Holdbacks will have to be resolved in a future application.

### Payout of Tax Holdback

19. As discussed in the Eleventh Report, the Receiver retained the Tax Holdback to cover:

- a) post-receivership non-linear taxes on property sold;
  - b) post-receivership linear taxes on property sold;
  - c) pre-receivership non-linear taxes on property sold;
  - d) pre- and post-receivership non-linear taxes on unsold property in municipalities where other property was sold;
  - e) post-receivership linear taxes on unsold property in municipalities where other property was sold; and
  - f) penalties on the above.
20. The Receiver has discussed the priority of the municipal tax claims with NBC and AER. NBC advised that it intends to take no position in respect of the priority of non-linear tax claims. The AER has worked with the Receiver to minimize the estate's end of life obligations, including by having the Receiver pursue non or only marginally accretive transactions; however, the AER is of the view that all claims for pre-receivership municipal taxes (linear and non-linear) and municipal taxes on unsold property are subordinate to unsatisfied end of life obligations under *Redwater*. That position served as the basis for the Receiver's negotiations with municipalities.
21. The Receiver has calculated the municipal taxes under paragraphs 19 a), b) and f) for each of the five municipalities in which Manitok property was sold by the Receiver. These amounts, which are set out in **Appendix A**, reflect the Receiver's proposed distributions to the five municipalities.
22. The Receiver corresponded with each of the five municipalities to describe the methodology for determining priorities. Copies of the Receiver's correspondence to the five municipalities is attached as **Appendix B**.
23. Each of the five municipalities responded by agreeing to accept the Receiver's proposed distribution, subject to certain minor calculation adjustments. Copies of

the municipalities' responses are attached as **Appendix C**. The Receiver therefore proposes, subject to Court approval, to distribute in aggregate, approximately \$1.29 million to the Municipalities of Kneehill, Clearwater, Taber, Wheatland and Rockyview in full and final satisfaction of their claims, as set out in **Appendix A**. The proposed distribution includes penalties levied on the funds being distributed up to April 1, 2020, which accords with the anticipated date of the distribution based on when this application was initially scheduled to be heard (March 26, 2020). This application had to be adjourned based on Court access restrictions imposed as a result of COVID-19.

24. The correspondence between the Receiver and the municipalities at **Appendixes B** and **C** is from approximately February 2020. However, the Receiver has now confirmed through counsel that the municipalities continue to support the proposed distribution from the Tax Holdback, notwithstanding the delay caused by COVID-19.
25. The Receiver is seeking approval to release the balance of the Tax Holdback in the amount of \$1,018,947.38 (i.e. the portion of the Tax Holdback in excess of the proposed distribution to the five municipalities) to be included in general estate funds.
26. The Receiver proposes to release the balance of the Ferrier Holdback to the estate. The majority of the Ferrier Holdback was distributed in accordance with the Court-ordered Fourth Interim Distribution. The remainder of the Ferrier Holdback, in the amount of \$50,000 (plus interest), was retained to cover non-linear taxes and associated penalties on assets sold to Yangarra before the receivership, as approved by the Ferrier SAVO. Those assets are all located in the Municipality of Clearwater and the resulting claims against the Ferrier Holdback will be satisfied through the current proposed distribution.
27. Non-priority municipal tax claims will not be paid because there are not sufficient funds in the estate to satisfy end of life obligations or the NBC secured claim.



28. As previously reported, the Receiver did not retain a holdback in respect of municipal tax claims for municipalities where no properties were sold or against Raimount because revenues and realizations from sales of Raimount property do not exceed costs.

#### **PROPOSED FIFTH INTERIM DISTRIBUTION OF FUNDS**

29. As discussed above, the Receivership proceedings are substantially complete with the only substantive issues remaining being the:
- a) resolution of the priority to the Lien Holdback funds;
  - b) resolution to the claim of Yangarra; and
  - c) collection of remaining accounts receivable.
30. As a result of the resolution of other asserted priority claims, the Receiver is now in a position to distribute further funds to NBC and AER (the “**Fifth Interim Distribution**”).
31. As disclosed in the Proposed Fifth Interim Distribution Schedule at **Appendix D**, the Receiver is holding approximately \$5.38 million in its trust account and NRF is holding approximately \$50,000 in its trust account.
32. Assuming the payout to the five municipalities is approved and based on the maintenance of the Lien Holdback and an additional contingency for future costs and unknown claims, the Receiver is seeking the Court’s approval to make the Fifth Interim Distribution to NBC and AER in the amount of approximately \$2.5 million.
33. The Fifth Interim Distribution , if approved, would be made by the Receiver in accordance with the confidential Distribution Agreement (as described in the Receiver’s Eleventh Report).

# RECEIPTS AND DISBURSEMENTS – JUNE 1, 2019 TO JUNE 3, 2020

34. The following is a statement of the Receiver's consolidated receipts and disbursements for the Company during the Reporting Period:

Manitok Energy Inc. & Rainmount Energy Corp. - In Receivership Interim Statement of Receipts & Disbursements CAD \$000's, unaudited			
	Ninth Report Feb 20/18 to May 31/19	Reporting Period Jun 1/19 to Jun 3/20	Total Feb 20/18 to Jun 3/20
<b>Opening cash balance</b>	<b>\$ 2,263</b>	<b>\$ 11,091</b>	<b>\$ 2,263</b>
<b>Receipts</b>			
Oil and gas sales	33,752	2,005	35,757
Net sales proceeds from oil and gas property sales	21,584	1,449	23,033
Other	1,019	1,367	2,386
	<b>56,355</b>	<b>4,821</b>	<b>61,176</b>
<b>Disbursements</b>			
Oil and gas operating costs and royalties	23,646	633	24,279
General and administrative expenses	5,883	768	6,651
Pre-receivership professional fees and costs	380	-	380
Professional fees and costs	3,872	1,665	5,537
WEPP payment	39	-	39
	<b>33,820</b>	<b>3,067</b>	<b>36,887</b>
<b>Net receipts and disbursements</b>	<b>22,535</b>	<b>1,755</b>	<b>24,289</b>
ROFR proceeds in trust with Norton Rose	914	(914)	-
Repayment of interim financing	(2,000)	-	(2,000)
Distributions to Secured Creditors and AER	(12,620)	(6,554)	(19,174)
<b>Total Available Cash</b>	<b>\$ 11,091</b>	<b>\$ 5,378</b>	<b>\$ 5,378</b>

35. The Receiver previously obtained court approval from this Honourable Court of the Receiver's interim statement of receipts and disbursement ending May 31, 2019 since the Receivership date (February 20, 2018).
36. The Receiver is now seeking approval of its interim statement of receipts and disbursements from June 1, 2019 to June 3, 2020.
37. Receipts during the Reporting Period primarily consist of the following:
- Receipts from the sale of oil, natural gas, and natural gas liquids ("NGLs") of approximately \$2.0 million;
  - Receipts from the sale of oil and gas properties of approximately \$1.45 million; and

- c) Other receipts of approximately \$1.37 million mainly from the collection of post filing joint venture billings and management fees from Corinthian, a subsidiary of Manitok and from interest on the Receiver's trust accounts.
- 38. Disbursements during the Reporting Period totaled approximately \$3 million, which consist primarily of:
  - a) Oil and gas operating costs of approximately \$0.6 million that related primarily to specific costs such as rental payments, electricity, chemical, contract operator, water disposal, joint interest billings and other miscellaneous costs accrued but not paid for the period prior to May 31, 2019;
  - b) General and administrative expenses of approximately \$0.7 million that related primarily to rent, insurance, wages and consulting fees;
  - c) Professional fees and out of pocket costs of approximately \$1.65 million which are summarized in Appendices E, F and G as follows:
    - i. \$1,099,000 for the Receiver's fees and out of pocket costs. The Receiver's fees and costs have been paid up to and including April 30, 2020; and
    - ii. \$567,000 for the Receiver's counsel's and conflict counsels' fees and costs. These fees and costs have been paid up to and including April 30, 2020;
  - d) Payments made with this Court's prior approval, being:
    - i. repayment of interim financing that was provided by NBC to the Company in the NOI Proceedings, totaling approximately \$2.0 million; and

- ii. interim distributions to secured creditors and AER for end of life obligations totaling approximately \$19.2 million.

- 39. Total available cash held by the Receiver as at June 3, 2020 is approximately \$5.38 million, excluding \$50,000 plus interest held in trust by NRF (being the remainder of the Ferrier Holdback).

#### **APPROVAL OF RECEIVER'S AND ITS COUNSELS' FEES AND COSTS**

- 40. The total fees and disbursements of A&M, in its capacity as the Court-appointed Receiver of the Company, from the Receivership Date to April 30, 2020 are approximately \$3.5 million (excluding GST), of which \$2.4 million from the Receivership Date to April 30, 2019 was previously approved by the Court. The Receiver's fees and disbursements from May 1, 2019 to April 30, 2020 ("**Interim Taxation Period**") are approximately \$1.1 million. A summary of the Receiver's fees and disbursements is attached as **Appendix E** to this Report.
- 41. The total fees and disbursements of NRF, the Receiver's legal counsel, from inception of the Receivership to April 30, 2020 are approximately \$1.9 million (excluding GST), of which \$1.4 million from the Receivership Date to April 30, 2019, was previously approved by the Court. NRF's fees and disbursements during the Interim Taxation Period are approximately \$516,000. A summary of NRF's fees and disbursements is attached as **Appendix F** to this Report.
- 42. The total fees and disbursements of MT, the Receiver's principal conflict counsel, from inception of the Receivership to April 30, 2019 were approximately \$58,000 and were previously approved by the Court. The combined fees of MT and additional conflict counsel, SVR, during the Interim Taxation Period are approximately \$50,000 (excluding GST). A summary of conflict counsels' fees and disbursements is attached as **Appendix G** to this Report.
- 43. The Receiver now seeks approval of its fees and disbursements, and those of its legal counsel, incurred during the Interim Taxation Period, in accordance with paragraph 18 of the Receivership Order.

44. The fee accounts of the Receiver, NRF, MT and SVR outline the date of the work completed, the description of the work completed, the length of time taken to complete the work and the name of the individual who completed the work. All billings were calculated in accordance with the prevailing rates of A&M, NRF, MT and SVR. Copies of the invoices have not been appended to this Report; however, subject to any restrictions on in-person court hearings, they will be available to the Court at the hearing of the Receiver's application (or the Receiver can otherwise make them available to the Court, if necessary).
45. The Receiver is respectfully of the view that its and its counsel's fees and disbursements are fair and reasonable under the circumstances, and respectfully requests the Court's approval of these accounts for the Interim Taxation Period.

#### **RECEIVER'S CONCLUSIONS AND RECOMMENDATIONS**

46. The Receiver is reserving sufficient funds to cover unresolved priority claims, further estate administration costs and a contingency for unknown claims that may arise prior to its discharge
47. The Receiver is satisfied that the interests of Company's stakeholders have been considered and would not be materially prejudiced by either the proposed distribution to municipalities or the Fifth Interim Distribution to NBC and AER.
48. The Receiver understands these distributions are supported by the most directly impacted parties.
49. The Receiver therefore recommends that this Honorable Court approve:
  - a) the proposed distribution to the Municipalities of Kneehill, Clearwater, Taber, Wheatland and Rockyview in full and final satisfaction of their claims;
  - b) the Fifth Interim Distribution;

- c) the actions, activities and conduct of the Receiver since the Ninth Report; and
- d) the fees and disbursements of the Receiver and its counsel during the Interim Taxation Period.

All of which is respectfully submitted this 22<sup>nd</sup> day of June 2020.


**ALVAREZ & MARSAL CANADA INC.,**  
**in its capacity as Receiver of Manitok**  
**its personal or corporate capacity**



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

This is Exhibit **H** referred to in the Affidavit of  
Sarah Trigueiro

Sworn before me on April 5<sup>th</sup>, 2021



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Commissioner for Oaths in and for  
the Province of Alberta

**D. Aaron Stephenson**  
**Barrister & Solicitor**

---

PRINT NAME AND EXPIRY OR  
LAWYER/STUDENT-AT-LAW

I hereby certify this to be a true copy of the  
original Order  
of which it purports to be a copy.

124



COURT FILE NUMBER

Dated this 17 day of Oct 2019  
25-2332583  
25-2332610  
25-2335351  
*J. A. Rajabali*  
Registrar at Calgary  
Bankruptcy Division of the  
Court of Queen's Bench of Alberta

COURT

COURT OF QUEEN'S BENCH OF ALBERTA IN BANKRUPTCY  
AND INSOLVENCY

JUDICIAL CENTRE

CALGARY

PROCEEDINGS

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

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

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

DOCUMENT

**ORDER**  
**(Fourth Interim Distribution)**

ADDRESS FOR SERVICE  
AND CONTACT  
INFORMATION OF PARTY  
FILING THIS DOCUMENT

Norton Rose Fulbright Canada LLP  
400 3rd Avenue SW, Suite 3700  
Calgary, Alberta T2P 4H2 CANADA

**Attention: Howard A. Gorman, QC and D. Aaron Stephenson**

Telephone: +1 403.267.8144

Facsimile: +1 403.264.5973

[howard.gorman@nortonrosefulbright.com](mailto:howard.gorman@nortonrosefulbright.com)

[aaron.stephenson@nortonrosefulbright.com](mailto:aaron.stephenson@nortonrosefulbright.com)

File No. 1001023920

Box No. 39

**DATE ON WHICH ORDER WAS PRONOUNCED:**

October 16, 2019

**NAME OF JUDGE WHO MADE THIS ORDER:**

Romaine J.

**LOCATION OF HEARING:**

Calgary, Alberta


**UPON** the Application of Alvarez & Marsal Canada Inc. in its capacity as the receiver and manager of Manitok Energy Inc. (**Manitok**) and Raimount Energy Corp. (the **Receiver**); **AND UPON** reviewing the order in Manitok's proposal proceedings, filed February 14, 2018, which established a holdback in the principal amount of \$1,625,553.51 (the **Ferrier SAVO** and **Ferrier Holdback**) now being held by the Receiver's counsel; **AND UPON** reviewing the order,



filed February 20, 2018, pursuant to which the Receiver was appointed on February 20, 2018 (the **Receivership Order**); **AND UPON** reviewing the Consent Order, filed June 22, 2018, pursuant to which the Ferrier Holdback was transferred by Manitok's former proposal trustee; **AND UPON** reviewing the sale approval and vesting order, filed January 18, 2019, as amended by a further order, filed April 12, 2019, in relation to the Receiver's sale of Manitok assets to Persist Oil and Gas Inc. (**Persist SAVO**); **AND UPON** reviewing the Eleventh Report of the Receiver, filed September 12, 2019; **AND UPON** hearing from counsel for the Receiver and any other parties present:

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

1. The time for service of this application and all supporting materials is abridged, if necessary, and service of this application and all supporting materials is deemed good and effective.
2. The Receiver is hereby authorized to make an interim distribution of the full amount of the Ferrier Holdback (inclusive of interest thereon) less \$50,000. Such interim distribution shall be made by the Receiver to the National Bank of Canada (**NBC**) and the Alberta Energy Regulator (**AER**) in accordance with their Distribution Agreement.
3. The \$50,000 not distributed under paragraph 2 shall continue to be held by the Receiver or the Receiver's counsel, pending further order.
4. This order shall not affect the attachment of Claims or Encumbrances to the undistributed portion of the Ferrier Holdback as contemplated in the Ferrier SAVO.
5. This Order must be served only on those interested parties that attended or were represented at the within application, and service may be effected by facsimile, electronic mail, personal delivery or courier. Service of this order on any party not attending this application is hereby dispensed with.

  
\_\_\_\_\_  
J.C.Q.B.A.

This is Exhibit I referred to in the Affidavit of  
Sarah Trigueiro

Sworn before me on April 5<sup>th</sup>, 2021

  
\_\_\_\_\_  
Commissioner for Oaths in and for  
the Province of Alberta

**D. Aaron Stephenson**  
**Barrister & Solicitor**

\_\_\_\_\_  
PRINT NAME AND EXPIRY OR  
LAWYER/STUDENT-AT-LAW

I hereby certify this to be a true copy of the  
original Order  
of which it purports to be a copy.

COURT FILE NUMBER	25-2332583 25-2332610 25-2332651	Clerk's Stamp 18 day of Jan, 2019 Registrar at Calgary Court of Queen's Bench of Alberta
COURT	COURT OF QUEEN'S BENCH OF ALBERTA	
JUDICIAL CENTRE	CALGARY	
PROCEEDING	IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF MANITOK ENERGY INC.  IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF RAIMOUNT ENERGY CORP.  IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF CORINTHIAN OIL CORP.	
APPLICANT	ALVAREZ & MARSAL CANADA INC., IN ITS CAPACITY AS THE COURT-APPOINTED RECEIVER AND MANAGER OF MANITOK ENERGY INC. AND RAIMOUNT ENERGY CORP	
DOCUMENT	APPROVAL AND VESTING ORDER  (Sale by Receiver)	
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	Norton Rose Fulbright Canada LLP 3700, 400 - 3rd Avenue S.W. Calgary AB T2P 4H2  Telephone (403) 267-8144 / (403) 267-8193 Facsimile (403) 264-5973 File No. 1001023920 Attention: Howard Gorman Q.C. / Aaron Stephenson	

**DATE ON WHICH ORDER WAS PRONOUNCED:** January 18, 2019

**LOCATION WHERE ORDER WAS PRONOUNCED:** Calgary Courts Centre

**NAME OF JUSTICE WHO MADE THIS ORDER:** The Honourable Madam Justice B.E.C. Romaine

**UPON THE APPLICATION** by Alvarez & Marsal Canada Inc., in its capacity as the Court-appointed receiver and manager (the "**Receiver**") of the assets, undertakings and properties of Manitok Energy Inc. (the "**Debtor**") for an order approving the sale transaction (the "**Transaction**") contemplated by a purchase and sale agreement dated November 23, 2018, as amended by agreement dated December 14, 2018 (the "**Purchase and Sale Agreement**") between the Receiver as vendor and Tantalus Energy Corp. as purchaser (the "**Purchaser**"), which Purchase and Sale Agreement is appended in redacted form as Appendix A to the Sixth Report of the Receiver dated January 7, 2019 (the "**Report**"), and in unredacted form as Confidential Appendix 2 to the Report

(the "**Confidential Addendum**"), and vesting in the Purchaser the Debtor's right, title and interest in and to the Purchased Assets (as defined below);

**AND UPON HAVING READ** the order appointing the Receiver dated February 20, 2018 (the "**Receivership Order**"), the Application of the Receiver, filed, the Report, filed, the Confidential Addendum, filed, and other materials filed in the within proceedings; **AND UPON HAVING READ** the Affidavit of Service of Calvin Jim, sworn January 18, 2019, filed; **AND UPON REVIEWING** the Affidavits of Tom Zuorro, filed September 11, 2018 and January 14, 2019; **AND UPON REVIEWING** the Affidavit of Dale R. Percy, filed; **AND UPON HEARING** the submissions of counsel for the Receiver, National Bank of Canada, the Purchaser, the Alberta Energy Regulator ("**AER**"), Ember Resources Ltd. ("**Ember**"), PrairieSky Royalty Ltd. ("**PrairieSky**"), and any other parties present; **AND UPON NOTING** no one appearing for any other person on the service list;

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

##### **SERVICE AND DEFINED TERMS**

1. All capitalized terms in this Order and the Appendices that are not otherwise defined herein shall have the meaning ascribed to them in the Purchase and Sale Agreement. Additionally, "**Ember Payable**" means those post-receivership amounts claimed by Ember in connection with the gas handling and gas operating agreements, as described in the Affidavit of Tom Zuorro filed in these proceedings on January 14, 2019.
2. Service of notice of this application and supporting materials is hereby declared to be good and sufficient, and no other person is required to have been served with notice of this application, and time for service of this application is abridged to that actually given.

##### **APPROVAL OF TRANSACTIONS**

3. The Transaction and Purchase and Sale Agreement are hereby approved, and the execution of the Purchase and Sale Agreement by the Receiver is hereby approved. The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction or for the conveyance of the Purchased Assets (as defined below) to the Purchaser.

##### **VESTING OF PROPERTY**

4. Subject to paragraphs 5 to 9 of this Order, upon the delivery of a Receiver's certificate to the Purchaser substantially in the form set out in **Schedule "A"** hereto (the "**Receiver's Certificate**"), subject to approval of the transfer of applicable licenses, permits and approvals by AER, and to the permitted encumbrances, caveats, easements and restrictive covenants listed on **Schedule "B"** hereto (the "**Permitted Encumbrances**"), all of the Debtor's right, title and interest in and to the assets described in the Purchase and Sale Agreement and listed on

**Schedule "C"** hereto (collectively, the "**Purchased Assets**"), and the Assigned Contracts (as defined in the Purchase and Sale Agreement), shall vest absolutely in the name of the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, caveats, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, assignments, actions, taxes, judgments, writs of execution, disputes, debts, debentures, easements, covenants or other rights, limitations or restrictions of any nature whatsoever including, without limitation, any rights or interests of any creditors of the Debtor, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise, whether liquidated, unliquidated or contingent (collectively, the "**Claims**") including, without limiting the generality of the foregoing:

- (a) any encumbrances or charges created by the Receivership Order or any other Orders granted in these proceedings;
- (b) all charges, security interests or claims evidenced by registrations pursuant to (i) the *Personal Property Security Act* (Alberta) (the "**PPSA**"); (ii) the *Land Titles Act* (Alberta) (the "**LTA**") and the *Mines and Minerals Act* (Alberta) (the "**MMA**") including without limitation the instruments listed in **Parts 1, 2, and 3** and **4** of **Schedule "D"** hereto; or (iii) any other personal or real property registry system; and
- (c) all other claims other than the Permitted Encumbrances

(all of which are collectively referred to as the "**Encumbrances**"). For greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets, to the extent that they attach to, charge, encumber or affect the Purchased Assets, are hereby expunged, vacated, and ordered removed and discharged as against the Purchased Assets, except for the Permitted Encumbrances and subject to paragraphs 18 and 19 hereof.

5. Notwithstanding paragraph 4 above, to the extent that Ember is determined to have an interest in the Disputed Ember Assets, being for greater certainty the pipeline segments identified in **Schedule "E"** to this Order, such interest shall not be vested out by paragraph 4.

6. Provided that Ember amends and pursues the Ember Application (as defined in paragraph 7) and takes the steps in the Ember Application required in paragraph 7 below, then until a court of competent jurisdiction determines whether Ember has an interest in the Disputed Ember Assets (the period between the completion of the Transaction and such determination being the "**Determination Period**"), the Purchaser shall hold the Disputed Ember Assets in trust for itself and Ember, and shall not do any of the following:

- (a) sell, transfer, encumber or otherwise dispose of the Disputed Ember Assets;
- (b) restrict or terminate the gas flow through the Disputed Ember Assets;

- (c) increase flowing pressures through the Disputed Ember Assets;
- (d) change the flow direction of the Disputed Ember Assets;
- (e) change the gas destination of the Disputed Ember Assets;
- (f) effect physical modifications to the Disputed Ember Assets;
- (g) transfer licenses in respect of the Disputed Ember Assets to any third party;
- (h) discontinue or abandon the Disputed Ember Assets;
- (i) fail to maintain the Disputed Ember Assets; or
- (j) otherwise damage the Disputed Ember Assets,

provided that notwithstanding clauses (a) to (j) above, the Purchaser shall be entitled, acting reasonably and in good faith, to take such steps as it deems necessary in respect of the Disputed Ember Assets to deal with an emergency situation or threat to public safety or the environment, provided that to the extent such steps affect Ember or the Disputed Ember Assets, the Purchaser shall give prompt notice in writing thereof to Ember.

7. Ember shall amend and restate its application to this Court filed in these proceedings on September 11, 2018 (the "**Ember Application**") to add a claim for a declaration relative to the amounts owing in respect of the Ember Payable, which application shall be heard as soon as practicable. Ember, the Purchaser, the Receiver (on behalf of Manitoak), any other party wishing to respond to the Ember Application, or such other party as is necessary to resolve the questions in dispute (each of Ember, the Purchaser, and the Receiver on behalf of Manitoak and such other party being a "**Party**", and more than one Party being the "**Parties**") shall take the following steps by the dates set out below, subject to further Order of this Court or agreement of the Parties:

- (a) by no later than February 1, 2019, Ember shall serve and file the amended and restated Ember Application, together with any additional affidavit evidence it intends to rely upon in the Ember Application;
- (b) by no later than February 15, 2019, each Party other than Ember shall serve and file any (i) cross-application or response to the Ember Application, including any claim for set-off as referred to in paragraph 8 below, (ii) claim-over, cross-claim, or counterclaim as against a Party together with (iii) affidavit evidence or, in the case of the Receiver, a Receiver's Report they intend to rely upon;
- (c) by no later than March 1, 2019, each Party shall have completed all questioning of other Parties' affiants and, in the case of the Receiver, Ember shall have made written requests of the Receiver in relation to questions or clarifications it may have as it pertains to the Receiver's Report;



- (d) by no later than March 15, 2019, the Receiver shall have provided responses to any written requests made by Ember in relation to questions or clarifications pertaining to the Receiver's Report;
- (e) by no later than April 5, 2019, each of the Parties shall have filed and served filed any briefs that they intend to rely upon; and
- (f) by no later than April 18, 2019, each of the Parties shall have served and filed any responses to briefs by any other Party.

If any Party is added to the Ember Application, then the Parties will endeavor to reach an agreement relative to the aforementioned deadlines failing which any Party shall have leave to apply for direction from the Court.

If Ember fails to comply with the time line set out above, provided that the Purchaser has complied with such time periods, the Purchaser shall be at liberty to apply to this Court for an order amending this Order to delete paragraph 6 hereof or provide such other relief as this Court may deem appropriate.

8. Neither the Purchaser nor the Receiver shall settle any issue surrounding the Ember Payable and the Ember Receivable without the written consent of the other. Notwithstanding any provision in the Purchase and Sale Agreement, Manitok or the Receiver shall be entitled to assert the entitlement to set-off the Ember Receivable against the Ember Payable. The issue of the ability of the Receiver to set-off any amounts owing to Manitok by Ember on account of the Ember Receivable against any amounts owing to Ember on account of the Ember Payable shall be determined in the Ember Application. For greater certainty, Manitok or the Receiver shall be deemed for all purposes to be the beneficial holder of the Ember Receivable for the purpose of asserting set-off in connection with the Ember Payable.

9. Notwithstanding paragraph 4 above, the Disputed PrairieSky Assets, comprising the ten (10) leases as identified on **Schedule "F"** to this Order, shall not vest in the Purchaser until a final determination is made by this Court, or agreement is reached between the Purchaser and PrairieSky, as to whether the Disputed PrairieSky Assets expired pursuant to the lease terms or constitute valid and subsisting leases (the "**Lease Expiration Dispute**"). Until a final determination respecting the Lease Expiration Dispute is made by this Court or agreement reached by PrairieSky and the Purchaser, the Disputed PrairieSky Assets shall not form part of the definition of Purchased Assets pursuant to this Order. The Receiver may but shall not be required to participate in any proceedings respecting the Lease Expiration Dispute. Should this Court make a final determination, or PrairieSky and the Purchaser otherwise agree, that the Disputed PrairieSky Assets did not expire and are in fact valid and subsisting leases, upon the entry of the Court Order or a certificate from the Receiver being filed confirming that PrairieSky and the Purchaser have reached agreement respecting the Lease Expiration Dispute, the Disputed PrairieSky Assets shall vest in accordance with paragraph 4 of this Order and form part of the definition of Purchased Assets pursuant to this Order.

10. The Receiver is hereby authorized and directed to execute for and on behalf of the Debtor all conveyances, assignments, transfers, novations, notices of assignment and other documents necessary or desirable in order to convey, assign and transfer title to the Purchased Assets to the Purchaser and to novate the Purchaser into any contracts, licenses, permits, approvals or authorizations included in the Purchased Assets.

11. For the purposes of determining the nature and priority of Claims, and pending any further or other distribution Order of this Court.

(a) The net proceeds from the sale of the Purchased Assets (to be held in an interest bearing trust account by the Receiver) shall stand in the place and stead of the Purchased Assets, and from and after the delivery of the Receiver's Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale, including without limitation in respect of any amounts or obligations accrued up to the Effective Date under any Crown or freehold mineral leases, surface leases or access rights, royalties, municipal property taxes, linear taxes (in the latter case, to the extent that such taxes would otherwise constitute a Claim against the Assets), or for amounts accrued under Permitted Encumbrances contemplated by paragraphs (xv) and (xix) prior to the Effective Date, and any defaults under any leases, access rights or royalty contracts, up to the Effective Date, shall be deemed, as against the Purchaser and the counterparty thereto, to be cured.

(b) Any party is at liberty to bring a further Application to this Court for an Order determining the priority and the quantum of any Claim, including, without limitation, a determination of the validity and enforceability of any registered or special lien, or the application of any rights of set-off by any party, and on a determination of the disputes relating to a Claim, for an Order to distribute a portion of the net proceeds from the sale of the Purchased Assets in full or partial satisfaction of such Claim.

12. Subject to any Application that may be made to reduce the amount held in trust by the Receiver as contemplated in paragraph 11 hereof, the amount to be so held shall include at least the following with respect to the following contingent or disputed claims:

- (a) \$119,093.08 in relation to builders' lien claims filed by Riverside Fuels Ltd. in relation to certain Purchased Assets;
- (b) \$462,685.40 in relation to builders' lien claims filed by Prentice Creek Contracting Ltd. in relation to certain Purchased Assets; and



- (c) \$3,385,891.04 in relation to unpaid property tax claims, which amount shall include
- (i) \$1,625,553.51 which was a holdback amount established by an order, pronounced on February 14, 2018, as amended by a further order pronounced on June 22, 2018; and
  - (ii) \$1,760,337.53 relating to municipal taxes owing by Manitok in relation to all of its properties.

and for further clarity, this Order is not intended to and does not create, enhance, defeat, alter or amend any party's entitlement to, or any priority of, the disputed or contingent claims set forth in this paragraph 12 or otherwise.

13. The Purchaser shall, by virtue of the completion of the Transaction, have no liability of any kind whatsoever in respect of any Claims against the Debtor.

14. The Debtor and all persons who claim by, through or under the Debtor in respect of the Purchased Assets, save and except for the persons entitled to the benefit of the Permitted Encumbrances, shall stand absolutely barred and foreclosed from all estate, right, title, interest, royalty, rental and equity of redemption of the Purchased Assets and, to the extent that any such persons remains in possession or control of any of the Purchased Assets, they shall forthwith deliver possession thereof to the Purchaser.

15. 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.

16. Immediately after the closing of the Transaction, the holders of the Permitted Encumbrances shall have no claim whatsoever against the Receiver or the Debtor.

17. The Receiver is to file with the Court a copy of the Receiver's Certificate, forthwith after delivery thereof to the Purchaser.

18. Upon the delivery of the Receiver's Certificate, and upon the filing of a certified copy of this Order, together with any applicable registration fees, the Registrar or Registrars under the LTA, the Department of Energy and the Minister of Energy of Alberta, and all other government ministries and authorities in Alberta, respectively, exercising jurisdiction with respect to or over the Purchased Assets (collectively, the "**Governmental Authorities**"), as applicable, are hereby authorized, requested, and directed to (in each case as applicable):

- (a) enter the Purchaser as the owner, lessee, and/or licensee of the Purchased Assets;

- (b) cancel the existing Certificates of Title to the Purchased Assets and issue new Certificates of Title for the Purchased Assets, in the name of the Purchaser;
- (c) delete and expunge from the existing title documents concerning the Purchased Assets all applicable Claims other than Permitted Encumbrances, and the Encumbrances listed at **Parts 4** and **5** of **Schedule "D"** hereof; and
- (d) register such transfers, discharges, discharge statements, or conveyances, as may be required to convey clear title to the Purchased Assets to the Purchaser, subject only to the Permitted Encumbrances, and the Encumbrances listed at **Parts 4** and **5** of **Schedule "D"** hereof.

19. Notwithstanding paragraph 18 hereof, to the extent that an Encumbrance attaches to both Purchased Assets and to other property of the Debtor ("**Other Property**") or does not attach to, charge or encumber the Debtor's interest in the Purchased Assets (such Encumbrance being a "**Non-Competing Encumbrance**"):

- (i) a registration against the Debtor under the PPSA in respect of a Non-Competing Encumbrance shall not be discharged by the applicable Governmental Authority but such Non-Competing Encumbrance shall cease to attach to the Purchased Property and the Purchaser's interest therein;
- (ii) a registration in the LTA of a Non-Competing Encumbrance shall only be discharged, deleted, vacated or expunged by the relevant Governmental Authority as against title to the Purchased Assets, and not as against title to any Other Property; and
- (iii) a security notice or other notice of a Non-Competing Encumbrance registered in the MMA shall only be discharged, deleted, vacated or expunged by the relevant Governmental Authority as against the Purchased Assets and not as against any Other Property,

and for greater certainty, the registrations in respect of the Encumbrances listed at **Parts 4** and **5** of **Schedule "D"** hereto are not to be discharged by this Order.

20. In the case of an Encumbrance listed on **Part 5** of **Schedule "D"** to this Order, any affected party shall be at liberty to apply to this Court for an order that such Encumbrance be discharged, deleted or expunged by the applicable Governmental Authority.

21. Presentment of this Order and the Receiver's Certificate shall be the sole and sufficient authority for the Governmental Authorities to effect the registration of transfers, discharges, discharge statements or conveyances as may be required to convey clear title to the Purchased Assets to the Purchaser.

22. This Order shall be registered and the steps set out in paragraph 14 of this Order shall be carried out by the applicable Registrar and/or Governmental Authorities notwithstanding the requirements of the applicable federal and/or provincial legislation, including the LTA, and notwithstanding that the appeal period in respect of this Order has not elapsed.

23. Pursuant to clause 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act* and section 20(e) of the *Alberta Personal Information Protection Act*, the Receiver is authorized and permitted to disclose and transfer to the Purchaser all human resources and payroll information in the Debtor's records pertaining to the Debtor's past and current employees, including personal information of those employees listed in the Purchase and Sale Agreement. The Purchaser (or its nominee) shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by the Debtor.

24. Notwithstanding:

- (a) the pendency of these proceedings; and
- (b) the bankruptcy of the Debtor,

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

25. 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 and implementing the Transaction.

**MISCELLANEOUS MATTERS**

26. 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.

27. This Order must be served only upon those interested parties attending or represented at the within application and service may be effected by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following the transmission or delivery of such documents.

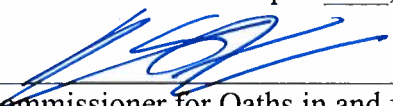
28. Service of this Order on any party not attending this application is hereby dispensed with.

29. Any party affected by this Order may, at any time, apply to this Honourable Court for advice and direction in relation to the discharge of their duties under this Order.

"B.E.C. Romaine"  
J.C.Q.B.A.

This is Exhibit J referred to in the Affidavit of  
Sarah Trigueiro

Sworn before me on April 5<sup>th</sup>, 2021



---

Commissioner for Oaths in and for  
the Province of Alberta

**D. Aaron Stephenson**  
Barrister & Solicitor

---

PRINT NAME AND EXPIRY OR  
LAWYER/STUDENT-AT-LAW

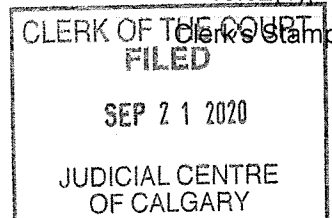
Form 27  
[Rules 6.3 and  
10.52(1)]

COURT FILE NUMBER

25-2332583

25-2332610

25-2335351



COURT

COURT OF QUEEN'S BENCH OF  
ALBERTA

JUDICIAL CENTRE

CALGARY

PROCEEDINGS

IN THE MATTER OF THE NOTICE OF INTENTION TO  
MAKE A PROPOSAL OF MANITOK ENERGY INC.IN THE MATTER OF THE NOTICE OF INTENTION TO  
MAKE A PROPOSAL OF RAIMOUNT ENERGY CORP.IN THE MATTER OF THE NOTICE OF INTENTION TO  
MAKE A PROPOSAL OF CORINTHIAN OIL CORP.

APPLICANT

ALVAREZ & MARSAL CANADA INC. in its  
capacity as the Court-appointed receiver and  
manager of MANITOK ENERGY INC.

DOCUMENT

**APPLICATION BY RECEIVER**ADDRESS FOR SERVICE AND  
CONTACT INFORMATION OF  
PARTY FILING THIS  
DOCUMENT**Norton Rose Fulbright Canada LLP**400 3rd Avenue SW, Suite 3700  
Calgary, Alberta T2P 4H2

Phone: +1 403.267.8222

Fax: +1 403.264.5973

Email: howard.gorman@nortonrosefulbright.com /  
aaron.stephenson@nortonrosefulbright.com

Attention: Howard A. Gorman, Q.C. / D. Aaron Stephenson

File No.: 1001023920

**NOTICE TO RESPONDENTS**

This application is made against you. You are a respondent. You have the right to state your side of this matter before the judge.

To do so, you must be in Court when the application is heard as shown below:

**Date:** October 16, 2020  
**Time:** 2:00 PM  
**Where:** Calgary Courts Centre  
**Before Whom:** Romaine J. (on the Commercial List)

Go to the end of this document to see what else you can do and when you must do it.

**Remedy claimed or sought:**

1. Alvarez & Marsal Canada Inc. in its capacity as receiver and manager (**A&M** or the **Receiver**) of Manito Energy Inc. (**Manitok**) applies for an order:

- (a) determining the following issue in the affirmative:

*Whether end-of-life obligations associated with the abandonment and reclamation of unsold oil and gas properties must be satisfied by the Receiver from Manitok's estate in preference to satisfying what may otherwise be first-ranking builders' lien claims based on services provided by the lien claimants before the receivership date*

- (b) declaring the propriety of determining the issue set out in paragraph 1(a) above, without determining the validity, enforceability or quantum of the Lien Claims (as defined below);
- (c) approving the release of the Builders' Lien Holdbacks to become general estate funds; and
- (d) such further or other relief as counsel may advise and this Honourable Court may grant.

**Grounds for making this application:**

2. Effective February 20, 2018 (**Receivership Date**), the Court of Queen's Bench of Alberta (**Court**) granted an order (**Receivership Order**) appointing A&M as Receiver, without security, of all of the current and future assets, undertakings and properties of every nature and kind whatsoever, including but not limited to real property wherever situate and including all proceeds thereof (**Property**) of Manitok. On the same date, A&M was appointed as trustee in bankruptcy of Manitok.

3. The Receiver implemented a Court-approved sale process, which resulted in various sales of Property. One such sale involved a purchase of Property by Persist Oil and Gas Inc. (or its predecessor) (**Persist**). Paragraph 12 of the sale approval and vesting order for the Receiver's sale to Persist (**Persist SAVO**) established, *inter alia*, holdbacks for the lien claims (**Lien Claims**) of two builders' lien claimants: \$119,093.08 in relation to builders' lien claims by Riverside Fuels Ltd. (**Riverside** and the **Riverside Holdback**) and \$462,685.40 in relation to builders' lien claims by Prentice Creek Contracting Ltd. (**Prentice** and the **Prentice Holdback**). The Persist SAVO was amended subsequently but not in relation to the Riverside Holdback and the Prentice Holdback (together, the **Builders' Lien Holdbacks**). The Lien Claims by Riverside and Prentice relate to services provided to Manitok prior to the Receivership Date.

4. In accordance with a Partial Discharge Order, filed July 9, 2019, the Receiver renounced and disclaimed and was discharged over the majority of the then unsold oil and gas assets in the Manitok estate (**Discharged Assets**). The Receiver retained interests in certain Retained Assets (as defined in the Partial Discharge Order; however, having now sold such Retained Assets as were saleable, the Receiver anticipates renouncing, disclaiming, and being discharged over the remaining oil and gas assets. Total realizations from the Manitok estate will be substantially less than the cost associated with satisfying the end-of-life obligations for the Discharged Assets, thus leaving a significant shortfall.

5. Determining the validity, enforceability and quantum of the Lien Claims is expected to be time-consuming and expensive, and would involve the development of an extensive and potentially contentious evidentiary record. However, those and other issues will be moot if the Receiver must use the resources of the estate to satisfy end-of-life obligations associated with the Discharged Assets in preference to the Lien Claims regardless. Thus, the Receiver, Riverside and Prentice recognized the issue stated at paragraph 1(a) above as potentially determinative and agreed (in consultation with the Alberta Energy Regulator and the National Bank of Canada) that it should be heard and determined separately, without determining other issues such as the validity, enforceability and quantum of the Lien Claims, and the Lien Claims' priority relative to the claims of other creditors and the administrative costs of the receivership. . Such a procedure is, in the Receiver's view, the most efficient way to determine whether the Builders' Lien Holdbacks may be released by the Receiver.

6. The Receiver has concerns about whether the Liens Claims are valid and enforceable in the lien amounts; however, for the purposes of this Application only, the Receiver will not dispute that:

- (a) the Lien Claims are valid against the lien interests in the lien amounts;
- (b) without limitation, the Lien Claims were registered in time and all steps required to preserve the Lien Claims under the *Builders' Lien Act* were taken by Riverside and Prentice;
- (c) the Lien Claims are first-ranking as against the interests against which they are registered, potentially excepting end-of-life obligations; and
- (d) the type of work completed by the Riverside and Prentice Creek is as described in their respective Statements of Claim.

7. The Receiver may dispute the propositions set out in paragraph 6(a)-(d) if the issue described in paragraph 1(a) is not determined in the affirmative such that a further Application is needed to determine whether the Lien Claims are valid and enforceable in the lien amounts, and their priorities relative to the claims of other creditors and the administrative costs of the receivership.



8. In addition to interests of Manitoak, Prentice has also liened working interests of Husky Oil Operations Limited (**Husky**) and Petrus Resources Corp. (**Petrus**). This Application will not determine the rights of Prentice as against Husky and Petrus.

9. Such further and other grounds as counsel may advise.

**Material or evidence to be relied on:**

10. The Seventh, Eighth, Ninth, Eleventh, Thirteenth, Fourteenth and Fifteenth Reports of the Receiver, all filed.

11. The Receivership Order, filed February 20, 2018, the Persist Sale Approval and Vesting Order, filed January 18, 2019 (as amended), the Partial Discharge Order, filed July 9, 2019, and the Distributions Orders, filed October 17, 2019 and July 10, 2020.

12. Such further and other materials as counsel may advise and as this Honourable Court may permit.

**Applicable rules:**

13. Rules 6.3(1), 6.9 and 7.1 of the Alberta *Rules of Court*.

14. Such further and other Rules as counsel may advise and this Honourable Court may permit.

**Applicable Acts and regulations:**

15. The *Bankruptcy and Insolvency Act*, RSC 1985 c. B-3.

16. Such further Acts or regulations as counsel may advise and this Honourable Court may permit.

**Any irregularity complained of or objection relied on:**

17. None.

**How the application is proposed to be heard or considered:**

18. In person, with counsel present, on the date first noted hereon or so soon thereafter as counsel may be heard and this Honourable Court may permit.

AFFIDAVIT EVIDENCE IS REQUIRED IF YOU WISH TO OBJECT.

**WARNING**

If you do not come to Court either in person or by your lawyer, the Court may give the applicant(s) what they want in your absence. You will be bound by any order that the Court makes. If you want to take part in this application, you or your lawyer must attend in Court on the date and time shown at the beginning of the form. If you intend to give evidence in response to the application, you must reply by filing an affidavit or other evidence with the Court and serving a copy of that affidavit or other evidence on the applicant(s) a reasonable time before the application is to be heard or considered.

COURT FILE NUMBER	25-2332583 25-2332610 25-2335351
COURT	COURT OF QUEEN'S BENCH OF ALBERTA IN BANKRUPTCY AND INSOLVENCY
JUDICIAL CENTRE	CALGARY
PROCEEDINGS	IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF MANITOK ENERGY INC.  IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF RAIMOUNT ENERGY CORP.  IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF CORINTHIAN OIL CORP.
DOCUMENT	<b>ORDER</b>
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	Norton Rose Fulbright Canada LLP 400 3rd Avenue SW, Suite 3700 Calgary, Alberta T2P 4H2 CANADA  <b>Attention: Howard A. Gorman, QC and D. Aaron Stephenson</b> Telephone: +1 403.267.8144 Facsimile: +1 403.264.5973 <a href="mailto:howard.gorman@nortonrosefulbright.com">howard.gorman@nortonrosefulbright.com</a> <a href="mailto:aaron.stephenson@nortonrosefulbright.com">aaron.stephenson@nortonrosefulbright.com</a> File No. 1001023920 Box No. 11
DATE ON WHICH ORDER WAS PRONOUNCED:	October 16, 2020
NAME OF JUDGE WHO MADE THIS ORDER:	Romaine J.
LOCATION OF HEARING:	Calgary, Alberta

**UPON** the Application of Alvarez & Marsal Canada Inc. in its capacity as the receiver and manager (**Receiver**) of Manitok Energy Inc. (**Manitok**); **AND UPON** reviewing the Seventh, Eighth, Ninth, Eleventh, Thirteenth, Fourteenth and Fifteenth Reports of the Receiver, all filed; **AND UPON** reviewing the sale approval and vesting order (**Persist-Manitok SAVO**) for the Receiver's sale of Manitok assets to Persist Oil and Gas Inc. (**Persist**), filed January 18, 2019, as amended by orders, filed April 12, 2019 and May 22, 2020; **AND UPON** reading written submissions and hearing from counsel for interested parties, including the Receiver, Prentice

Creek Contracting Ltd. (**Prentice**), Riverside Fuels Ltd. (**Riverside**) and the Alberta Energy Regulator;

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

1. The time for service of this application and all supporting materials is abridged, if necessary, and service of this application and all supporting materials is deemed good and effective.
2. The following discrete issue (**Lien Issue**) was properly proposed and heard by the Court under Rule 7.1:

Whether end-of-life obligations associated with the abandonment and reclamation of unsold oil and gas properties must be satisfied by the Receiver from Manitok's estate in preference to satisfying what may otherwise be first-ranking builders' lien claims based on services provided by the lien claimants before the receivership date.

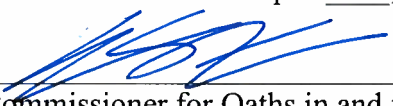
3. The Lien Issue is hereby determined in the affirmative such that end-of-life obligations associated with the abandonment and reclamation of unsold oil and gas properties must be satisfied by the Receiver from Manitok's estate in preference to satisfying what may otherwise be first-ranking builders' lien claims based on services provided by the lien claimants before the receivership date.
4. The holdbacks established in relation to builders' lien claims by Riverside and Prentice under paragraphs 12(a) and (b) of the Persist-Manitok SAVO, respectively, are hereby released and shall form general estate funds; and
5. This Order must be served only on those interested parties who attended or were represented at the within application on October 16, 2020, and service may be effected by facsimile, electronic mail, personal delivery or courier. Service of this order on any party who did not attend the within application is hereby dispensed with.

---

J.C.Q.B.A.

This is Exhibit **K** referred to in the Affidavit of  
Sarah Trigueiro

Sworn before me on April 5<sup>th</sup>, 2021



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Commissioner for Oaths in and for  
the Province of Alberta

**D. Aaron Stephenson**  
Barrister & Solicitor

---

PRINT NAME AND EXPIRY OR  
LAWYER/STUDENT-AT-LAW

TCOURT FILE NUMBERS

25-2332583

25-2332610

25-2335351

CLERK OF THE COURT  
FILED

SEP 21 2020

JUDICIAL CENTRE  
OF CALGARY

COURT

COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE

CALGARY

PROCEEDINGS

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

DOCUMENT

**FIFTEENTH REPORT OF THE RECEIVER****September 18, 2020**ADDRESS FOR SERVICE AND  
CONTACT INFORMATION OF  
PARTY FILING THIS  
DOCUMENT**RECEIVER**

ALVAREZ &amp; MARSAL CANADA INC.

Bow Valley Square IV

Suite 1110, 250 - 6<sup>th</sup> Avenue SW

Calgary, Alberta T2P 3H7

Attention: Orest Konowalchuk

Telephone: (403) 538-4736

Email: [okonowalchuk@alvarezandmarsal.com](mailto:okonowalchuk@alvarezandmarsal.com)**COUNSEL**

Norton Rose Fulbright Canada LLP

400 3rd Avenue SW, Suite 3700,

Calgary Alberta T2P 4H2

Attention: Howard Gorman, Q.C. /Aaron Stephenson

Phone: (403) 267 8144 / (403) 267 8290

Fax: (403) 264 5973

Email: [howard.gorman@nortonrosefulbright.com](mailto:howard.gorman@nortonrosefulbright.com)[aaron.stephenson@nortonrosefulbright.com](mailto:aaron.stephenson@nortonrosefulbright.com)

File: 1001023920



## **TABLE OF CONTENTS OF THE FIFTEENTH REPORT OF THE RECEIVER**

<b>INTRODUCTION .....</b>	<b>3</b>
<b>PURPOSE.....</b>	<b>4</b>
<b>TERMS OF REFERENCE .....</b>	<b>4</b>
<b>ASSET SALES AND DISCLAIMER OF UNSALEABLE ASSETS .....</b>	<b>5</b>
<b>BACKGROUND OF THE LIEN CLAIMS .....</b>	<b>6</b>
<b>PRIORITY DETERMINATION .....</b>	<b>7</b>
<b>RECEIVER’S CONCLUSIONS AND RECOMMENDATIONS .....</b>	<b>9</b>

## **LISTING OF APPENDICES TO THE FIFTEENTH REPORT OF THE RECEIVER**

<b>APPENDIX A</b>	<b>Prentice Lien Amended Statement of Claim and CLP</b>
<b>APPENDIX B</b>	<b>Riverside Lien Statement of Claim and CLP</b>

## INTRODUCTION

1. On February 20, 2018 (the “**Receivership Date**”), the Court of Queen’s Bench of Alberta (the “**Court**”) granted an order in these proceedings (the “**Consent Receivership Order**”) appointing Alvarez & Marsal Canada Inc. (“**A&M**”) as receiver and manager (the “**Receiver**”), without security, of all of the current and future assets, undertakings and properties of every nature and kind whatsoever, including but not limited to real property and wherever situate including all proceeds thereof (the “**Property**”) of Manito Energy Inc. (“**Manitok**”) and its wholly owned subsidiary Raimount Energy Corp. (“**Raimount**”) (together, or either of them, as the context requires, the “**Company**”) pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3, as amended (the “**BIA**”) and section 13(2) of the *Judicature Act*, RSA 2000, c J-2.
2. Concurrently with the Receivership, Manitok, Raimount and Manitok’s other wholly owned subsidiary, Corinthian Oil Corp. (“**Corinthian**”), were deemed bankrupt and A&M became the Trustee in Bankruptcy of each of them.
3. As discussed in previous Reports, the most significant stakeholders in the Receivership are now the National Bank of Canada (“**NBC**”) and the Alberta Energy Regulator (“**AER**”). NBC continues to hold a first charge over all of the undistributed assets of the Company and the proceeds therefrom. As a result of the decision of the Supreme Court of Canada (“**SCC**”) in *Orphan Well Association v Grant Thornton Ltd*, 2019 SCC 5 (“**Redwater**”), the AER is a significant stakeholder in the Receivership even though it is not a “creditor” *per se*.
4. The Receiver recently filed its Fourteenth Report, which included a full update to the Court on the status of the Receivership and an application for an interim distribution of funds to the AER and NBC, and other ancillary matters. A Court Order was granted on July 10, 2020 approving the distribution and other relief sought by the Receiver.



5. As was noted in the Fourteenth Report, funds continue to be held by the Receiver pending a determination of two builders' lien claims ("**Builders' Lien Holdbacks**") and a claim by Yangarra Resources Limited ("**Yangarra**") relating to a pre-receivership sale transaction. These two matters and ongoing receivable litigation are the only substantive issues remaining in the Receivership.

## PURPOSE

6. The purpose of this Fifteenth Report of the Receiver (the "**Fifteenth Report**" or "**this Report**") is to provide the Court with information in respect of Receiver's application to determine the priority of the builders' lien claims of Prentice Creek Contracting Ltd. ("**Prentice**") and Riverside Fuels Ltd. ("**Riverside**") (collectively the "**Lien Claims**" and "**Lien Claimants**") to the Builders' Lien Holdbacks relative to the priority of end of life obligations under *Redwater*, without resolving other issues such as the validity, enforceability or quantum of the Liens Claims, or the Lien Claims' priority relative to the claims of other creditors and the administrative costs of the receivership.
7. The Receiver has engaged independent conflict counsel to assist with the resolution of the Yangarra claim and accordingly that matter and remaining receivable litigation will be addressed in a future report and a separate Court application.
8. Capitalized words or terms not defined in this Report are as defined in the Receivership Order or the previous reports of the Receiver (the "**Prior Reports**").
9. All references to dollars are in Canadian currency.

## TERMS OF REFERENCE

10. In preparing this Fifteenth Report, the Receiver has relied upon financial and other information contained in the Company's books and records. The Receiver has not performed an audit, review or other verification of such information.

## ASSET SALES AND DISCLAIMER OF UNSALEABLE ASSETS

11. As discussed in prior Reports, the Receiver implemented a Court-approved sale process, which resulted in various sales of Property. In all of the Receiver's sales, the purchasers assumed the end of life obligations associated with the purchased assets.
12. One of the Receiver's sales involved a purchase of Property by Persist Oil and Gas Inc. (or its predecessor) (**Persist**). Paragraph 12 of the sale approval and vesting order for the Receiver's sale to Persist (**Persist SAVO**) established, *inter alia*, the Builders' Lien Holdbacks for the Lien Claimants.
13. The Persist SAVO was amended subsequently but not in relation to the Builders' Lien Holdbacks.
14. At the completion of the Court-approved sale process, there remained a significant amount of unsold Property, including oil and gas assets with marginal or no accretive value, much of which was unsaleable.
15. In accordance with a Partial Discharge Order, filed July 9, 2019, the Receiver renounced and disclaimed and was discharged over the majority of the then unsold oil and gas assets in the Manito estate (**Discharged Assets**). However, in collaboration with the AER, the Receiver retained interests in certain Retained Assets (as defined in the Partial Discharge Order) and endeavoured to sell as many of the Retained Assets as were saleable on non-accretive or only marginally accretive terms in order to minimize the end of life obligations associated with the Manito and Raimount estates. A number of further sale transactions were completed by the Receiver; however, many Retained Assets proved to be unsaleable. The Receiver now anticipates renouncing, disclaiming, and being discharged over the remaining, unsold Retained Assets.
16. As was reported by the Receiver in the Eleventh Report, total realizations from the

Receivership will be substantially less than the cost of satisfying the end of life obligations associated with the Discharged Assets.

## **BACKGROUND OF THE LIEN CLAIMS**

17. The Persist SAVO previously granted by the Court discharged lien registrations, including those of Prentice and Riverside, and required the Receiver to establish separate Builders' Lien Holdbacks for Prentice and Riverside in the total amount of \$581,778.48 to stand in the place and stead of their lien registrations pending further Order of the Court. The Builders' Lien Holdbacks were established based on the total amount of the Lien Claims plus a buffer for interest and costs.
18. The Lien Claims arose from services provided by the Lien Claimants prior to the Receivership. The contracts for services were between the Lien Claimants and Manitok.
19. On December 7, 2017, Prentice registered builders' liens against specific surface and mineral leases which Manitok operated and in which Manitok had a working interest ("**Prentice Liened Lands**"). Prentice filed a Statement of Claim and Certificate of Lis Pendens ("**CLP**") on May 29, 2018 in the Judicial Centre of Red Deer under Action #1810-000609. On June 1, 2018 Prentice filed an Amended Statement of Claim and a second CLP. In its Statement of Claim, Prentice has claimed \$392,106.27 plus interest and costs. The Builders' Lien Holdback for Prentice is \$462,685.40. A copy of the Statement of Claim and CLPs are attached as **Appendix A**.
20. Prentice has also liened working interests of Husky Oil Operations Limited ("**Husky**") and Petrus Resources Corp. ("**Petrus**") in the Prentice Liened Lands, and Prentice included Husky and Petrus as Defendants in its Statement of Claim.
21. Riverside registered builders' liens against specific Manitok surface and mineral leases on January 12, 2018. Riverside filed a Certificate of Lis Pendens and Statement of Claim on July 9, 2018 in the Judicial Centre of Red Deer under Action #1810-000783. In its Statement of Claim, Riverside has claimed \$105,636.06 plus

interest and costs; however, its counsel subsequently, in correspondence on February 7, 2019, revised the amount to \$85,563.31 plus interest and costs. The Builders' Lien Holdback for Riverside is \$119,093.08. A copy of the Statement of Claim and CLP is attached as **Appendix B**.

22. As a result of the Receivership, the prosecution of the Lien Claims against Manitok was stayed.

#### **PRIORITY DETERMINATION**

23. The Receiver has reviewed and analyzed the Lien Claims to consider their validity, enforceability, priority and quantum in order to attempt to settle the Lien Claims. However, the parties have not been able to reach settlements and the Receiver is accordingly bringing this Application.
24. Litigating the validity, enforceability and quantum of the Liens would likely be time-consuming and expensive. Hence, in August and September 2020, the Receiver and the Lien Claimants agreed to a procedure whereby the following issue would be determined:

*Whether end of life obligations associated with the abandonment and reclamation of unsold oil and gas properties must be satisfied by the Receiver from Manitok's estate in preference to satisfying what may otherwise be first-ranking builders' lien claims based on services provided by the lien claimants before the receivership date.*

25. If the Lien Claims are determined to be subordinate to end of life obligations under *Redwater*, other issues such as their validity, enforceability and quantum, and their priority relative to the claims of other creditors and the administrative costs of the receivership, would all be rendered moot and the Builders' Lien Holdbacks could then be released to become general estate funds. However, if the Lien Claims are determined to have priority over end of life obligations, a further Application may be required to determine those other issues. For the purposes of the present Application only, the Receiver will not dispute that:

- a) the Lien Claims are valid as against the lien interests in the lien amounts;
  - b) without limitation, the Lien Claims were registered in-time and all steps required to preserve the Lien Claims under the *Builders' Lien Act* were taken;
  - c) the Lien Claims are first-ranking as against the interests against which they are registered, potentially excepting end of life obligations under *Redwater*;
  - d) The type of work completed by the Lien Claimants is as alleged in the Lien Claimants' Statements of Claim.
  
- 26. This agreed procedure is seen by the Receiver as the most efficient way to resolve a potentially determinative issue without requiring the development of an extensive and potentially contentious evidentiary record to address other issues.
  
- 27. The Receiver has discussed this choice of procedure with the AER and NBC, neither of whom expressed concern.
  
- 28. This Application by the Receiver is not expected to impact the rights of Prentice as against Husky or Petrus.
  
- 29. The AER has expressed to the Receiver that, in its view, all claims for pre-Receivership liabilities, secured (by builders' liens or otherwise) and unsecured, are subordinate to unsatisfied end of life obligations under *Redwater*.
  
- 30. The AER's position is seen by the Receiver as consistent with treatment of other pre-Receivership liabilities including:
  - (a) NBC having entered the confidential Distribution Agreement based on the priority of end of life obligations, as described in the Receiver's Eleventh Report;
  - (b) PrairieSky and the AER having entered a confidential settlement for the distribution of the Prairiesky Holdback, as established by Court Order on November 5, 2018; and

- (c) the release of municipal tax holdbacks and related distributions, which were recently resolved and discussed in the Receiver's Ninth, Eleventh and Fourteenth Reports.

## **RECEIVER'S CONCLUSIONS AND RECOMMENDATIONS**

- 31. The Receiver is not aware of any precedent determining that Manitok's end of life obligations should not have a first priority over the claims of pre-Receivership secured creditors, including the Lien Claims, per *Redwater*.
- 32. Determining the priority of the Lien Claims in accordance with the procedure to which the Receiver and the Lien Claimants have agreed is, in the Receiver's view, the most efficient means of facilitating the release of the Builders' Lien Holdbacks to general estate funds.

All of which is respectfully submitted this 18 day of September 2020.

**ALVAREZ & MARSAL CANADA INC.,  
in its capacity as Receiver of Manitok  
its personal or corporate capacity**



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

**APPENDIX A**

Prentice Lien – Amended Statement of Claim and CLPs



Lawyers • Mediators • Arbitrators

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Glyn L. Walters\*  
Danielle M. Elder  
Monica R. Brown  
N. Locke Richards

Glen D. Cunningham\*  
James B. Cawsey\*  
Gina L. Toni  
Shari L. Lewis  
Camille R. Popovich

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Klara Cozens  
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Red Deer, Alberta T4N 6G5

Our File: 101809GLW  
Your File:

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Direct Line: 403-350-2178  
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Krystle Metcalfe (Assistant)  
Direct Line: 403-350-2190  
Email: [kmetcalfe@altalaw.ca](mailto:kmetcalfe@altalaw.ca)

June 20, 2018

*Via Registered Mail*

Petrus Resources Corp.  
2400, 525 – 8 Avenue SW  
Calgary, AB T2P 1G1

Dear Sir/Madam :

**RE: Prentice Creek Contracting Ltd. v Manitok Energy Inc. et al  
Court of Queen's Bench Action No. 1810-000609**

Please find enclosed, for service upon Petrus Resources Corp., a filed copy of the Statement of Claim of the Plaintiff, Prentice Creek Contracting Ltd., regarding the above referenced matter.

Kindly govern yourself accordingly.

Yours truly,

**ALTALAW LLP**

Per:

GLYN L. WALTERS

GLW/km



AMENDED THIS 1 DAY OF June  
2018 BY ORDER / PARTY CONSENT  
DATED R-3-62

157

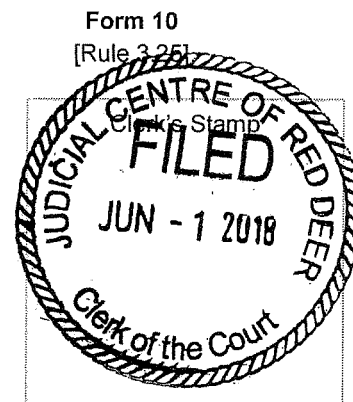
COURT FILE NUMBER 1810-000609  
COURT COURT OF QUEEN'S BENCH OF ALBERTA  
JUDICIAL CENTRE RED DEER  
PLAINTIFF PRENTICE CREEK CONTRACTING LTD.  
DEFENDANTS MANITOK ENERGY INC., PETRUS  
RESOURCES CORP., and HUSKY OIL  
OPERATIONS LIMITED

DOCUMENT AMENDED STATEMENT OF CLAIM

ADDRESS FOR SERVICE AND  
CONTACT INFORMATION OF  
PARTY FILING THIS DOCUMENT ALTALAW <sup>LLP</sup>  
Barristers and Solicitors  
5233 - 49<sup>th</sup> Avenue  
Red Deer, Alberta T4N 6G5

**GLYN L. WALTERS**  
Solicitor for the Plaintiff  
Ph: (403) 343-0812  
Fax: (403) 340-3545

File: 101868GLW



#### NOTICE TO DEFENDANTS

You are being sued. You are a Defendant.

Go to the end of this document to see what you can do and when you must do it.

**Note: State below only facts and not evidence (Rule 13.6)**

#### Statement of facts relied on:

1. The Plaintiff, Prentice Creek Contracting Ltd. (hereinafter referred to as "Prentice Creek") is a body corporate, incorporated pursuant to the laws of the Province of Alberta, carrying on business as a contractor at various locations in Alberta, and having its business office located in the Town of Rocky Mountain House, in the Province of Alberta.
2. The Defendant, Manito Energy Inc. (hereinafter referred to as "Manitok") is a body corporate incorporated pursuant to the laws of the Province of Alberta, carrying on business at various locations in Alberta and having its registered office in Calgary, Alberta.
3. The Defendants Petrus Resources Corp., and Husky Oil Operations Limited., (hereinafter referred to respectively as "Petrus" and "Husky") are bodies corporate incorporated pursuant to the laws of the Province of Alberta, carrying on business at various locations in Alberta and having their registered offices in Calgary, Alberta.

4. Manitok is the owner of certain leasehold and working interests in the Alberta Crown Petroleum and Natural Gas Licences or Leases as hereinafter described:

<b>Alberta Crown Licence/Lease Number</b>	<b>Legal Description</b>
055 5511050469	MERIDIAN 5 RANGE 15 TOWNSHIP 42 SECTION 29 QUARTER SOUTH WEST
055 5517050202	MERIDIAN 5 RANGE 15 TOWNSHIP 42 SECTION 29 QUARTER SOUTH WEST

5. Manitok and Petrus are owners of a certain leasehold and working interest in the Alberta Crown Petroleum and Natural Gas Licence or Lease as hereinafter described:

<b>Alberta Crown Lease Numbers</b>	<b>Legal Description</b>
055 5511050470	MERIDIAN 5 RANGE 15 TOWNSHIP 42 SECTION 30 QUARTER SOUTH WEST
<u>006 0698030870</u>	<u>MERIDIAN 5 RANGE 15 TOWNSHIP 42</u> <u>SECTION 30</u> <u>QUARTER SOUTH WEST</u>

6. Manitok and/or Husky are owners of a certain leasehold and working interest in the Alberta Crown Petroleum and Natural Gas Licence or Lease as hereinafter described:

<b>Alberta Crown Lease Numbers</b>	<b>Legal Description</b>
055 5593090095	MERIDIAN 5 RANGE 16 TOWNSHIP 42 SECTION 36 QUARTER SOUTH EAST

7. Manitok has an interest, by the aforementioned leases/licences, and by existing surface lease, Right of Way, and/or licence of occupation, in the following Lands:

MERIDIAN 5 RANGE 15 TOWNSHIP 42  
SECTION 29  
QUARTER SOUTH WEST

EXCEPTING THEREOUT ALL MINES AND MINERALS

MERIDIAN 5 RANGE 15 TOWNSHIP 42  
SECTION 30  
QUARTER SOUTH WEST

EXCEPTING THEREOUT ALL MINES AND MINERALS

MERIDIAN 5 RANGE 16 TOWNSHIP 42  
SECTION 36  
QUARTER SOUTH EAST

EXCEPTING THEREOUT ALL MINES AND MINERALS

8. Further, Petrus has an interest by the aforementioned leases/licence, and by existing surface lease, Right of Way, and/or licence of occupation, in the following Lands:

MERIDIAN 5 RANGE 15 TOWNSHIP 42

SECTION 30  
QUARTER SOUTH WEST

EXCEPTING THEREOUT ALL MINES AND MINERALS

9. Further, Husky has an interest by the aforementioned leases/licence, and by existing surface lease, Right of Way, and/or licence of occupation, in the following Lands:

MERIDIAN 5 RANGE 16 TOWNSHIP 42  
SECTION 36  
QUARTER SOUTH EAST

EXCEPTING THEREOUT ALL MINES AND MINERALS

10. The Alberta Crown Licences, Leases, and Lands referred to in paragraphs 4, 5, 6, 7, 8, and 9 above are hereinafter referred to collectively as the "Lands".
11. Pursuant to agreements entered into between Prentice Creek and Manitok, Prentice Creek provided work, equipment, labour, and materials (hereinafter referred to as the "Work") on the Lands, at Manitoks' request.
12. It was a term of the agreements between Prentice Creek and Manitok that any sums due and owing for the Work provided to the Lands by Prentice Creek and not paid within 30 days after the date of the invoice thereof, should bear interest at the rate of 2% per month from such date until paid.
13. Pursuant to the agreements, Prentice Creek provided the Work on the Lands described in paragraphs 4, 5, 6, 7, 8, and 9 herein in the amount of \$392,106.27. The last day that Prentice Creek provided the Work on the Lands was November 22, 2017.
14. By virtue of supplying the Work in the amount of \$392,106.27 to the Lands described herein, the Lands have been improved. By furnishing the Work, Prentice Creek became entitled to, and is entitled to, valid Builders' Liens on the Lands as described below:

<b>Crown License/Lease No</b>	<b>Amount Owng</b>	<b>Builders' Lien No.</b>	<b>Registration Date</b>
055 5511050469	\$ 91,104.63	1703169	December 7, 2017
055 5517050202	\$ 91,104.63	1703169	December 7, 2017
055 5511050470	\$184,766.52	1703166	December 7, 2017
055 5593090095	\$116,235.12	1703168	December 7, 2017

<b>Provincial Lands</b>	<b>Amount Owng</b>	<b>Builders' Lien No.</b>	<b>Registration Date</b>
SW-29-42-15-W5	\$91,104	172 323 740	December 5, 2017
SW-30-42-15-W5	\$184,716	172 323 749	December 5, 2017
SE-36-42-16-W5	\$116,235.12	172 323 803	December 5, 2017

15. The value of the Builders' Liens of Prentice Creek referred to in paragraphs 13 and 14 herein is \$392,106.27.
16. The Work was furnished in respect of improvements to the Lands, and in respect of improvements to an oil or gas well, or to an oil or gas well site, and in connection with the recovery of oil and/or natural gas from the Lands and, accordingly, attached to all estates and interest in the mines and minerals.

17. Despite repeated demands, Manitok has failed, refused or neglected to pay the \$392,106.27 and there remains due and owing to Prentice Creek by Manitok the amount of \$392,106.27.
18. Prentice Creek pleads the provision of the *Builder's Lien Act* and all amendments thereto and regulations thereunder.
19. The Prentice Creek proposes that the trial of this action be held at the Courthouse, in the City of Red Deer, in the Province of Alberta.
20. The Prentice Creek is of the opinion that the trial of this matter will be less than 25 days.

**Remedy sought:**

- a) Judgment in the sum of \$392,106.27;
- b) Interest on the amount awarded under paragraph (a) of 2% per month commencing 30 days from the date of each individual invoice or, alternatively, interest pursuant to the *Judgment Interest Act*;
- c) In the alternative to paragraphs (a) and (b) above, a Judgment, Declaration or Order that the Prentice Creek is entitled to a valid and subsisting Builders Lien under the *Builders' Lien Act* for the sum of \$392,106.27 on the said Lands, together with interest at the rate of 2% per month commencing 30 days from the date of each individual invoice comprising this amount claimed or, alternatively, interest pursuant to the *Judgment Interest Act*;
- d) In default of payment of the Prentice Creek's Claim, together with such interest as is allowed and the costs of this action, that the Lands be sold pursuant to the *Builders' Lien Act* and the proceeds thereof to be applied in payment of the Prentice Creek's Claim as aforesaid or other claims against the said property in order of their priority;
- e) an Order for the appointment of a Receiver pursuant to the *Builder's Lien Act* of the rents and profits from the properties against which the claims of Liens are registered;
- f) Such further and other relief as the Plaintiff may be entitled under the *Builder's Lien Act*;
- g) Costs of this action on a solicitor and its own client basis or, alternatively, costs of this action pursuant to the Rules of Court; and
- h) Such further and other relief as this Honourable Court determines.

**NOTICE TO THE DEFENDANTS**

You only have a short time to do something to defend yourself against this claim:

20 days if you are served in Alberta

1 month if you are served outside Alberta but in Canada

2 months if you are served outside Canada.

You can respond by filing a statement of defence or a demand for notice in the office of the clerk of the Court of Queen's Bench at Red Deer, Alberta, AND serving your statement of defence or a demand for notice on the plaintiff(s') address for service.

**WARNING**

If you do not file and serve a statement of defence or a demand for notice within your time period, you risk losing the law suit automatically. If you do not file, or do not serve, or are late in doing either of these things, a court may give a judgment to the plaintiff(s) against you

JUDICIAL CENTRE RED DEER

Land Titles Act 162

PLAINTIFF PRENTICE CREEK CONTRACTING LTD.

DEFENDANT MANITOK ENERGY INC., PETRUS  
RESOURCES CORP., and HUSKY OIL  
OPERATIONS LIMITED

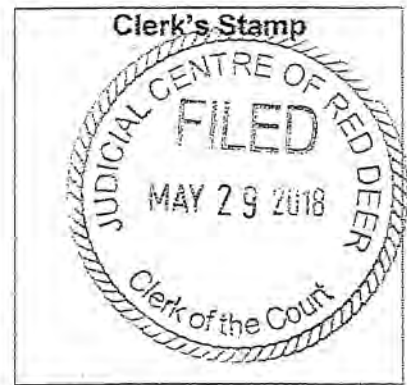
DOCUMENT **CERTIFICATE OF LIS PENDENS**

ADDRESS FOR  
SERVICE AND  
CONTACT  
INFORMATION OF  
PARTY FILING THIS  
DOCUMENT

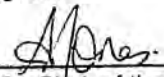
ALTALAW <sup>LLP</sup>  
Barristers and Solicitors  
5233 – 49 Avenue  
Red Deer, AB T4N 6G5

Attention: Glyn L. Walters  
Ph: (403) 343-0812  
Fax: (403) 340-3545

File: 101868GLW



I hereby certify this to be a true copy  
of the original.

  
for Clerk of the Court

**THIS IS TO CERTIFY** that proceedings have been taken in the Court of Queen's Bench in the City of Red Deer to enforce certain Builder's Liens registered by Prentice Creek Contracting Ltd. against the following lands:

MERIDIAN 5 RANGE 15 TOWNSHIP 42  
SECTION 29  
QUARTER SOUTH WEST

EXCEPTING THEREOUT ALL MINES AND MINERALS

MERIDIAN 5 RANGE 15 TOWNSHIP 42  
SECTION 30  
QUARTER SOUTH WEST

EXCEPTING THEREOUT ALL MINES AND MINERALS

MERIDIAN 5 RANGE 16 TOWNSHIP 42  
SECTION 36  
QUARTER SOUTH EAST

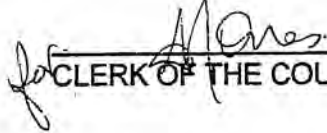
EXCEPTING THREOUT ALL MINES AND MINERALS

172 323 740  
172 323 749  
172 323 803

December 5, 2017  
December 5, 2017  
December 5, 2017

163

**DATED** at the City of Red Deer, in the Province of Alberta, this 29 day of May, 2018.

  
\_\_\_\_\_  
CLERK OF THE COURT

PLAINTIFF

PRENTICE CREEK CONTRACTING LTD.

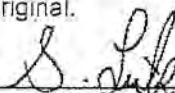
DEFENDANT

MANITOK ENERGY INC., PETRUS  
RESOURCES CORP., and HUSKY OIL  
OPERATIONS LIMITED

DOCUMENT

**CERTIFICATE OF LIS  
PENDENS**ADDRESS FOR  
SERVICE AND  
CONTACT  
INFORMATION OF  
PARTY FILING THIS  
DOCUMENTALTALAW LLP  
Barristers and Solicitors  
5233 - 49 Avenue  
Red Deer, AB T4N 6G5Attention: Glyn L. Walters  
Ph: (403) 343-0812  
Fax: (403) 340-3545

File: 101868GLW

I hereby certify this to be a true copy  
of the original.

for Clerk of the Court



**THIS IS TO CERTIFY** that proceedings have been taken in the Court of Queen's Bench in the City of Red Deer to enforce certain Builder's Liens registered by Prentice Creek Contracting Ltd. against:

<u>Alberta Crown Lease Number</u>	<u>Legal Description</u>
055 5511050469	MERIDIAN 5 RANGE 15 TOWNSHIP 42 SECTION 29 QUARTER SOUTH WEST
055 5517050202	MERIDIAN 5 RANGE 15 TOWNSHIP 42 SECTION 29 QUARTER SOUTH WEST
055 5511050470	MERIDIAN 5 RANGE 15 TOWNSHIP 42 SECTION 30 QUARTER SOUTH WEST
<u>006 0698030870</u>	<u>MERIDIAN 5 RANGE 15 TOWNSHIP 42</u> <u>SECTION 30</u> <u>QUARTER SOUTH WEST</u>



Which liens were registered pursuant to the *Builders' Lien Act* with the Alberta Energy as follows:

165

Builder's Lien No.	Registration Date
1703169	December 7, 2017
1703166	December 7, 2017
1703168	December 7, 2017

DATED at the City of Red Deer, in the Province of Alberta, this 1<sup>st</sup> day of <sup>June</sup> ~~May~~, 2018.

"S. Luk" F.  
CLERK OF THE COURT

**APPENDIX B**  
Riverside Lien – Statement of Claim and CLP

COURT FILE NUMBER

1810000783

COURT

COURT OF QUEEN'S BENCH OF  
ALBERTA

JUDICIAL CENTRE

RED DEER

PLAINTIFF

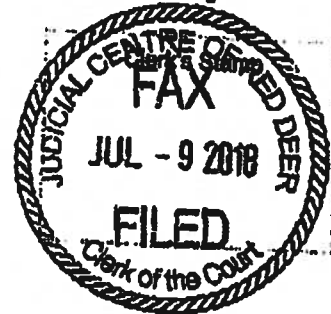
RIVERSIDE FUELS LTD.

DEFENDANT

MANITOK ENERGY INC.

DOCUMENT

STATEMENT OF CLAIM

Form 10  
[Rule 3.25]ADDRESS FOR SERVICE AND  
CONTACT INFORMATION OF  
PARTY FILING THIS  
DOCUMENTHAMILTON BALDWIN LAW  
P.O. Box 249, 5039 50 Street  
Rocky Mountain House, AB T4T 1A2  
Tel: (403) 845-7301  
Fax: (403) 845-8063  
Attn: Lauren K. Baldwin

File No. 1008

**NOTICE TO DEFENDANT(S)**

You are being sued. You are a defendant.

Go to the end of this document to see what you can do and when you must do it.

**Note: State below only facts and not evidence (Rule 13.6)****Statement of facts relied on:**

1. At all material times, the Plaintiff, Riverside Fuels Ltd. ("Riverside Fuels"), was a corporation incorporated pursuant to the laws of the Province of Alberta, carrying on business in the town of Rocky Mountain House, Alberta, and surrounding area.
2. At all material times, the Defendant, Manito Energy Inc. ("Manitok"), was a corporation incorporated pursuant to the laws of the Province of Alberta, carrying on business at various locations in Alberta with its registered office in Calgary, Alberta.
3. Manitok is the owner of certain leasehold and working interests in the Alberta Crown Petroleum and Natural Gas Licenses or Leases, namely:

<b>Petroleum and Natural Gas License/ Lease Numbers</b>	<b>Descriptions</b>
006 0610080560	5-15-042: 1N,SE
006 0611050413	5-15-042: 15N;16NE;21S
055 5511050466	5-15-042: 19
055 5511050469	5-15-042: 29
055 5517050202	5-15-042: 19;29

(collectively referred to as the "PNG Licenses").

4. Manitok has an interest, through the PNG Licenses and by existing surface leases, right of ways and/or license of occupation, in the following lands:

MERIDIAN 5 RANGE 15 TOWNSHIP 42  
SECTION 1  
EXCEPTING THEREOUT ALL MINES AND MINERALS

MERIDIAN 5 RANGE 15 TOWNSHIP 42  
SECTION 15  
EXCEPTING THEREOUT ALL MINES AND MINERALS

MERIDIAN 5 RANGE 15 TOWNSHIP 42  
SECTION 16  
EXCEPTING THEREOUT ALL MINES AND MINERALS

MERIDIAN 5 RANGE 15 TOWNSHIP 42  
SECTION 19  
EXCEPTING THEREOUT ALL MINES AND MINERALS

MERIDIAN 5 RANGE 15 TOWNSHIP 42  
SECTION 21  
EXCEPTING THEREOUT ALL MINES AND MINERALS

**MERIDIAN 5 RANGE 15 TOWNSHIP 42  
SECTION 29  
EXCEPTING THEREOUT ALL MINES AND MINERALS**

(collectively referred to as the "Lands").

5. Riverside Fuels and Manitok entered into a verbal agreement whereby Riverside Fuels agreed to deliver fuel and lubricants (the "Materials") to Manitok in exchange for certain agreed upon prices (the "Agreement").
6. Between approximately July 12, 2017, and December 19, 2017, in accordance with the Agreement, and at the request of Manitok, Riverside Fuels supplied the Materials to Manitok at the Lands. This time period is hereinafter referred to as the "Unpaid Time Period".
7. The Materials were delivered to locations on the Lands and used and furnished preparatory to, and in connection with, the recovery of minerals under the PNG Licenses.
8. The last day that Riverside Fuels provided the Materials on the Lands was December 19, 2017.
9. On a consistent and timely basis Riverside Fuels issued invoices to Manitok for the Materials supplied during the Unpaid Time Period. These invoices remain unpaid and total \$105,636.66 (the "Amount Owing").
10. On or about December 22, 2017, Manitok provided a cheque in the amount of \$43,292.26 to Riverside Fuels to apply against the Amount Owing. This cheque was ultimately not honoured by Manitok's bank and was returned as "Funds Not Cleared".
11. On or about January 10, 2018, Manitok filed a Notice of Intention to File a Proposal pursuant to the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3.
12. On or about January 12, 2018, pursuant to the *Builders' Lien Act*, RSA 2000, c B-7 (the "BLA"), the Plaintiff registered a builders' lien against the PNG Licenses in the sum of \$105,636.66, Builders' Lien No. 1800076 (the "Lien").
13. On or about February 20, 2018, the Court of Queen's Bench of Alberta terminated the time for Manitok to file a proposal to their creditors and Manitok was declared bankrupt.
14. As of the date this Statement of Claim has been filed, pursuant to the Agreement, Manitok has an outstanding balance with Riverside Fuels in the amount of \$105,636.66.
15. By virtue of supplying and furnishing the Materials to Manitok during the Unpaid Time Period as described herein, in connection with the recovery of minerals, oil

and/or natural gas pursuant to the PNG Licenses, Riverside Fuels became entitled to, and is entitled to, a valid lien upon the PNG Licenses, said lien being:

a) Builders' Lien No. 1800076 in the amount of \$105,636.66, registered January 12, 2018.

16. Despite repeated demands by Riverside Fuels, Manitok has, refused, neglected or failed to pay the \$105,636.66 and the entire amount remains due and owing to Riverside Fuels.
17. Riverside Fuels relies upon and pleads the provisions of the *BLA*, amendments thereto and regulations thereunder.
18. Riverside Fuels proposes that the trial of this action be held at the Courthouse, in the City of Red Deer, in the Province of Alberta. In the opinion of Riverside Fuels, the trial of this matter will not likely take longer than 25 days.

**Remedy sought:**

19. Judgement in the sum of \$105,636.66;
20. Interest pursuant to the *Judgment Interest Act*, RSA 2000, c J-1 and amendments thereto;
21. In the alternative to paragraphs 19 and 20 above, a Judgement, Declaration or Order that Riverside Fuels is entitled to a valid and subsisting Builders' Lien under the *BLA* for the sum of \$105,636.66 on the PNG Licenses, as defined herein, in the amount of the judgment obtained, plus interest pursuant to the *Judgment Interest Act*;
22. In default of payment of Riverside Fuels' claim, together with such interest as is allowed and such costs as ordered by this Honourable Court, that the PNG Licenses be sold, transferred or assigned pursuant to the *BLA* and the proceeds thereof to be applied in payment of Riverside Fuels' claim, or such other claims against the said licenses in order of their priority;
23. An Order for the appointment of a Receiver pursuant to the *BLA* of the rents and profits from the properties against which the claims of the Liens are registered;
24. Such further and other relief as Riverside Fuels may be entitled to under the *BLA*;
25. Costs of this action; and
26. Such further and other relief as this Honourable Court may deem just.

**NOTICE TO THE DEFENDANT(S)**

You only have a short time to do something to defend yourself against this claim:

20 days if you are served in Alberta

1 month if you are served outside Alberta but in Canada

2 months if you are served outside Canada.

You can respond by filing a statement of defence or a demand for notice in the office of the clerk of the Court of Queen's Bench at Red Deer, Alberta, AND serving your statement of defence or a demand for notice on the plaintiff's(s') address for service.

**WARNING**

If you do not file and serve a statement of defence or a demand for notice within your time period, you risk losing the law suit automatically. If you do not file, or do not serve, or are late in doing either of these things, a court may give a judgment to the plaintiff(s) against you.

COURT FILE NUMBER **1810000783**  
COURT **COURT OF QUEEN'S BENCH OF ALBERTA**  
JUDICIAL CENTRE **RED DEER**  
PLAINTIFF **RIVERSIDE FUELS LTD.**  
DEFENDANT **MANITOK ENERGY INC.**  
DOCUMENT **CERTIFICATE OF LIS PENDENS**

ADDRESS FOR  
SERVICE AND  
CONTACT  
INFORMATION OF  
PARTY FILING THIS  
DOCUMENT

**HAMILTON BALDWIN LAW**  
Barristers and Solicitors  
P.O. BOX 249 5039-50 Street  
Rocky Mountain House, Alberta T4T 1A2

Attn: **Lauren K. Baldwin**  
Phone: **(403) 845-7301**  
Fax: **(403) 871-8063**  
File: **1008**

I hereby certify this to be a true copy  
of the original.

*S. L. F.*  
for Clerk of the Court

**To: The Minister of Energy**

This is to certify that proceedings have been taken in the Court of Queen's Bench of Alberta to enforce a certain lien registered by Riverside Fuels Ltd. against the following petroleum and natural gas license/leases:

- a) 006 0610080560; in the following lands described as: 5-15-042: 1N,SE;
- b) 006 0611050413; in the following lands described as: 5-15-042: 15N;16NE;21S;
- c) 055 5511050466; in the following lands described as: 5-15-042: 19;
- d) 055 5511050469; in the following lands described as: 5-15-042: 29; and
- e) 055 5517050202; in the following lands described as: 5-15-042: 19;29,

which lien was registered pursuant to the *Bulldozers' Lien Act* with the Minister of Energy on January 12, 2018 as No. BL 1800076.

DATED at Red Deer, Alberta, this 9<sup>th</sup> day of July, 2018

*S. L. F.*  
CLERK OF THE COURT





REGISTERED by the Minister of Energy  
this 12 day of January  
2018, as Reg. No. 1800076  
*Spackling*  
for Minister of Energy

1800076

173

FORM 2

**STATEMENT OF LIEN UPON  
INTEREST IN CROWN MINERALS**

(Sections 34 and 36 of the Builders' Lien Act)

This statement of lien applies in respect of the following (check the appropriate box):

☐ To work done or materials furnished in respect of improvements, other than improvements to an oil or gas well or to an oil or gas well site, in which case this lien is to be registered with the Minister of Energy not later than 45 days from the last day that the work was last done or the materials were last furnished;

☒ To work done or materials furnished in respect of improvements to an oil and gas well or to an oil or gas well site in which case this lien is to be registered with the Minister of Energy not later than 90 days from the last day that the work was done or the materials were last furnished.

Name and residence of lienholder filing Lien	Lienholder Riverside Fuels Ltd.  Address 73022 Hwy 11A West, T0M 0C0 Rocky Mtn. House, Alberta
State facts if claimant is the assignee of the original lienholder	Riverside Fuels Ltd. is the original lienholder.
Name and residence of owner of the interest in minerals upon which the lien is claimed	Claims a Lien under the Builders' Lien Act upon the interest in minerals of the following person:  Owner Manitok Energy Inc. Address 444 7 AVE SW SUITE 700 CALGARY AB T2P 0X8
Legal description of land in which the minerals are located	The Lien is claimed in respect of minerals in the following land:  See attached Schedule "A"
Set out mineral concerned	The mineral concerned is: petroleum and oil
Short description of the nature of the work done or to be done or the materials furnished or to be furnished	The Lien is claimed in respect of the following work or materials:  To the supply of gasoline and diesel fuel as well as compressor and natural gas engine oil for wells and compressor sites on the subject lands.
Name and residence of person for whom the work was done or is being done or the materials were furnished or are being furnished	The work was or is to be done for or the materials were or are being furnished to:  Name of Person Manitok Energy Inc. Address 444 7 AVE SW SUITE 700 CALGARY AB T2P 0X8
Cross out the clause that does not apply	(a) The work was completed or the materials were last furnished on the 5 <sup>th</sup> day of January, 2018.  -OR-  <del>(b) The work is not yet completed or all the materials have not yet been furnished.</del>
Amount claimed	The sum claimed as due or to become due is \$108,266.43.
Address for service	The address for service of the Lienholder is McLeod Law LLP #2110, 250 - 5 <sup>th</sup> Street S.W. Calgary, AB T2P 0R4

Dated at the City of Calgary, in the Province of  
Alberta this 12<sup>th</sup> day of January, 2018

  
Signature - Garrett Hamilton

**Manager**

Status of Signatory (State whether signatory is the lienholder or an agent of the lienholder. If the lienholder or agent is a corporation

state signatory's position with the  
corporation)

PLEASE SEE REVERSE  
AND COMPLETE APPLICABLE AFFIDAVIT

**AFFIDAVIT VERIFYING CLAIM BY LIENHOLDER**

FORM 3

[Section 34(6)]

I, \_\_\_\_\_  
 (name of lienholder)  
 of \_\_\_\_\_  
 (address of lienholder) in the  
 Province of \_\_\_\_\_  
 (occupation)  
 named in the above (or annexed) statement make oath and say that the said claim is true.  
 Sworn before me at the \_\_\_\_\_ of \_\_\_\_\_  
 \_\_\_\_\_  
 in the Province of \_\_\_\_\_ (Signature)  
 this \_\_\_\_\_ day of \_\_\_\_\_  
 \_\_\_\_\_  
 A Commissioner for Oaths in and for the Province of Alberta Printed or stamped name of Commissioner for Oaths  
 and date on which appointment expires

- OR -

FORM 4

**AFFIDAVIT VERIFYING CLAIM BY OTHER THAN LIENHOLDER**

[Section 34(6) AND (7)]

I, Garrett Hamilton of the City of Calgary, in the Province of Alberta, businessman

**MAKE OATH AND SAY:**

(1) That I am the agent (or assignee) of Riverside Fuels Ltd. named in the above (or annexed) statement and I am informed by Don Hamilton, Owner, President and Director of Riverside Fuels Ltd. and believe that the facts are as set forth in the above (or annexed) statement).

(2) That the said claim is true (or when deponent has been informed, That I believe that the said claim is true).

Sworn before me at the City of  
Calgary

in the Province of Alberta  
 this 12 day of January 2018

A. Sagar  
 A Commissioner for Oaths in and for the Province of Alberta

Asha R. Sagar  
 (Signature)  
 ASHA R. SAGAR  
 A Commissioner for Oaths  
 in and for Alberta  
2018  
 Printed or stamped name of Commissioner for Oaths  
 and date on which appointment expires

Note: Registration of a Builders Lien is subject to a fee of \$50.00 for each agreement against which the Builder's Lien is registered

**FORWARD COMPLETED FORM, IN DUPLICATE, TO:**

Alberta Department of Energy

Tenure  
 9945 - 108 Street  
 Edmonton, AB  
 T5K 2G8

???

**QUESTIONS**

???

Please phone during business hours

8:15 - 4:30, Monday to Friday

Ask for "Transfers"

Phone  
 Fax

(780) 427-7425  
 (780) 422-1123

Revised Dec. 2012

Schedule "A" to the  
Statement of Lien Upon Interest in Crown Minerals  
by Riverside Fuels Ltd.

The Lien is claimed in respect of minerals in the following lands:

Lands contained within Petroleum and Natural Gas Lease Numbers 006 0610080560, 006 0611050413, 055 5511050466, 055 5511050469, 055 5517050202 and legally described as:

FOR Petroleum and Natural Gas Lease Number: 006 0610080560

5-15-042: 1N,SE

FOR Petroleum and Natural Gas Lease Number: 006 0611050413

5-15-042: 15N;16NE;21S

FOR Petroleum and Natural Gas Lease Number: 055 5511050466

5-15-042: 19

FOR Petroleum and Natural Gas Lease Number: 055 5511050469


5-15-042: 29

FOR Petroleum and Natural Gas Lease Number: 055 5517050202

5-15-042: 19;29

This is Exhibit L referred to in the Affidavit of  
Sarah Trigueiro

Sworn before me on April 5<sup>th</sup>, 2021

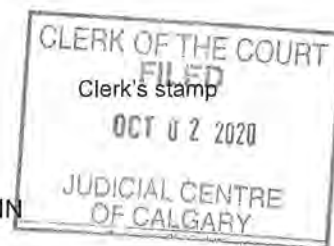
  
Commissioner for Oaths in and for  
the Province of Alberta

**D. Aaron Stephenson**  
**Barrister & Solicitor**

PRINT NAME AND EXPIRY OR  
LAWYER/STUDENT-AT-LAW

COURT FILE NUMBER 25-2332583  
 25-2332610  
 25-2335351

COURT COURT OF QUEEN'S BENCH OF ALBERTA IN  
 BANKRUPTCY AND INSOLVENCY



JUDICIAL CENTRE CALGARY

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

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

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

APPLICANT ALVAREZ & MARSAL CANADA INC, IN ITS  
 CAPACITY AS RECEIVER AND MANAGER OF  
 MANITOK ENERGY CORP.

DOCUMENT **BRIEF OF THE APPLICANT**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF  
 PARTY FILING THIS DOCUMENT Norton Rose Fulbright Canada LLP  
 400 3rd Avenue SW, Suite 3700  
 Calgary, Alberta T2P 4H2 CANADA

**Attention: Howard A. Gorman, Q.C. and D. Aaron Stephenson**

Telephone: +1 403.267.8144

Facsimile: +1 403.264.5973

[howard.gorman@nortonrosefulbright.com](mailto:howard.gorman@nortonrosefulbright.com)

[aaron.stephenson@nortonrosefulbright.com](mailto:aaron.stephenson@nortonrosefulbright.com)

File No. 1001023920

Box No. 11

Solicitors for the Applicant

## I. INTRODUCTION

1. This Brief is submitted in the receivership (**Receivership**) of Manitok Energy Inc. (**Manitok**) by Alvarez & Marsal Canada Inc. (**A&M**) in its capacity as Manitok's court-appointed receiver and manager (**Receiver**). The Receiver has applied for an order to facilitate the release of holdbacks (**Lien Holdbacks**) relating to certain builders' lien claims (**Lien Claims**).

2. In order to avoid cost and complexity, the Receiver and the lien claimants (**Lien Claimants**) agreed to a procedure whereby the relative priorities of the Lien Claims and end of life obligations associated with abandonment and reclamation (**End of Life Obligations**) would be determined as a discrete issue. If the Receiver must pay End of Life Obligations in preference to the Lien Claims, issues relating to the validity, enforceability, inter-creditor priority and quantum of the Lien Claims will be rendered moot.

3. The Supreme Court of Canada (**SCC**) held in *Redwater*<sup>1</sup> (**Redwater SCC**) that insolvency professionals must comply with valid provincial regulatory laws governing abandonment and reclamation, even if there is a cost to the estate in doing so, "notwithstanding the consequences this may have for the bankrupt's secured creditors."<sup>2</sup> There is no principled reason, under *Redwater* SCC or otherwise, for the Lien Claimants to be treated differently from other secured creditors. Since the funds in the Manitok estate are insufficient to satisfy the estate's End of Life Obligations,<sup>3</sup> the Lien Holdbacks should not be released to the Lien Claimants but should instead be released to form general estate funds.

## II. FACTS

### A. Background

4. Manitok was an oil and gas producer. Prior to its insolvency, Manitok owned both operating and non-operating working interests in producing and non-producing (shut-in) oil and gas properties in Alberta.

5. National Bank of Canada (**NBC**) holds a first charge over all of the assets of Manitok and its affiliate, Raimount Energy Corp. (**Raimount**). NBC applied for and was granted a receivership order (**Receivership Order**) over Manitok and Raimount on February 20, 2018 (**Receivership Date**). Manitok, Raimount and another affiliate, Corinthian Oil Corp. (**Corinthian**), were all adjudged bankrupt on the same date. A&M was appointed as both the Receiver of Manitok and Raimount, and the trustee in bankruptcy (**Trustee**) of Manitok, Raimount and Corinthian.<sup>4</sup>

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<sup>1</sup> *Orphan Well Association v Grant Thornton Ltd*, 2019 SCC 5 [Tab 1].

<sup>2</sup> *Ibid* at para 160.

<sup>3</sup> Eleventh Report of the Receiver, dated September 12, 2019 (**Eleventh Report**) at para 28; Fifteenth Report of the Receiver, dated September 18, 2020 (**Fifteenth Report**) at para 16.

<sup>4</sup> Fifteenth Report at paras 1-2.

6. As at the Receivership Date, the Receiver (and presumably others) understood the priority of End of Life Obligations as being accordant with the majority analysis from the Alberta Court of Appeal in *Redwater*<sup>5</sup> (**Redwater CA**).

## B. Registration of Builders' Liens

7. In the course of its operations, Manitok purchased goods and services from various vendors and suppliers prior to the Receivership Date including the Lien Claimants: Prentice Creek Contracting Ltd. (**Prentice**) and Riverside Fuels Ltd. (**Riverside**). The Lien Claimants were not kept current by Manitok, which ultimately caused the Lien Claimants to register builders' liens.

8. Prentice registered its builders' liens on December 7, 2017 in the total amount of \$392,106.27 plus interest and costs. Prentice liened not only Manitok interests (**Prentice Liened Lands**), but also non-operating working interests of Husky Oil Operations Limited (**Husky**) and Petrus Resources Corp. (**Petrus**). Prentice filed a Statement of Claim and Certificates of *Lis Pendens* (**CLP**) on May 29, 2018.<sup>6</sup> Manitok, Husky and Petrus were all named as Defendants in the Statement of Claim. An Amended Statement of Claim was then filed by Prentice a few days later, on June 1, 2018.<sup>7</sup>

9. Riverside registered its builders' liens against certain Manitok interests (**Riverside Liened Lands**) on January 12, 2018 in the total amount of \$105,636.06 plus interest and costs. Riverside filed a Statement of Claim and CLPs against Manitok on July 9, 2018.<sup>8</sup> In February 2019, Riverside revised the amount of its claim downward to \$85,563.31 plus interest and costs<sup>9</sup> – but Riverside did not amend its pleading.

## C. Lien Holdbacks

10. On August 10, 2018, the Court approved a sale process (**Sale Process**) in respect of the Manitok and Raimount estates.<sup>10</sup>

11. The Receiver was successful in negotiating a series of sales in accordance with the Sale Process. Four sales by the Receiver were approved by the Court in October and November 2018,<sup>11</sup> which all subsequently closed.

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<sup>5</sup> *Orphan Well Association v Grant Thornton Limited*, 2017 ABCA 124 [Not Included].

<sup>6</sup> Fifteenth Report of the Receiver, dated September 18, 2020 at App A.

<sup>7</sup> *Ibid* at App A.

<sup>8</sup> *Ibid* at App B.

<sup>9</sup> *Ibid* at para 21.

<sup>10</sup> Order (Approval of Sale Process), filed August 10, 2018.

<sup>11</sup> Sale Approval and Vesting Order (Rising Star Resources Ltd.), granted and filed October 17, 2018; Sale Approval and Vesting Order (Shanghai Energy Corporation), granted November 5, 2018 and filed November 8, 2018; Sale Approval and Vesting Order (Bonavista Energy Corporation), granted November 5, 2018 and filed November 8, 2018; Sale Approval and Vesting Order (Journey Energy Partnership), granted November 5, 2018 and filed November 8, 2018.



12. Thereafter, the Receiver negotiated sales for Tantalus Energy Corp. – which later became Persist Oil & Gas Inc. (**Persist**) – to acquire most of the remaining saleable assets in the Manitok and Raimount estates. Separate purchase and sale agreements (each a **PSA**) were entered between the Receiver of Manitok and Persist (**Manitok-Persist PSA**) and the Receiver of Raimount and Persist. A third PSA was entered between the Trustee of Corinthian and Persist. All three PSAs were Court-approved on January 18, 2019.<sup>12</sup>

13. The Lien Holdbacks were established under the Sale Approval and Vesting Order for the Manitok-Persist PSA (**Manitok-Persist SAVO**), as follows:

11. For the purposes of determining the nature and priority of Claims, and pending any further or other distribution Order of this Court.

(a) The net proceeds from the sale of the Purchased Assets (to be held in an interest bearing trust account by the Receiver) shall stand in the place and stead of the Purchased Assets, and from and after the delivery of the Receiver's Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale...

(b) Any party is at liberty to bring a further Application to this Court for an Order determining the priority and quantum of any Claim, including, without limitation, a determination of the validity and enforceability of any registered or special lien, or the application of any rights of set-off by any party, and on a determination of the disputes relating to a Claim, for an Order to distribute a portion of the net proceeds from the sale of the Purchased Assets in full or partial satisfaction of such Claim.

12. Subject to any Application that may be made to reduce the amount held in trust by the Receiver as contemplated in paragraph 11 hereof, the amount to be so held shall include at least the following with respect to the following contingent or disputed claims:

(a) \$119,093.08 in relation to builders' lien claims filed by [Riverside] in relation to certain Purchased Assets;

(b) \$462,685.40 in relation to builders' lien claims filed by [Prentice] in relation to certain Purchased Assets; ...<sup>13</sup>

#### **D. Supreme Court of Canada Decision in *Redwater***

14. The Court-approved sales to Persist had not closed on January 31, 2019, which is the date on which Redwater CA was overturned by Redwater SCC. The sales to Persist then did not close while the Receiver, Persist and other interested parties considered the impact of Redwater SCC on their respective

<sup>12</sup> Separate Sale Approval and Vesting Orders (Tantalus Energy Corp.), granted and filed January 18, 2019.

<sup>13</sup> Manitok-Persist SAVO, granted and filed January 18, 2019 at paras 11-12.

interests and positions.<sup>14</sup> Ultimately, the parties responded to Redwater SCC by agreeing to certain amendments to the Persist PSA under a Second Amending Agreement, dated March 29, 2019.<sup>15</sup> The Manitok-Persist SAVO was amended accordingly under an Amending Order, granted April 12, 2019 (**Amending Order #1**).<sup>16</sup> The terms of the Manitok-Persist SAVO governing the Lien Holdbacks were not impacted by Amending Order #1.

15. The Persist PSA closed on April 15, 2019<sup>17</sup> and the Lien Holdbacks were established from the net sale proceeds.<sup>18</sup> The Lien Holdbacks have been duly maintained by the Receiver ever since.

16. Amending Order #1 was itself amended by a further Amending Order on May 22, 2020 (**Amending Order #2**).<sup>19</sup> Again, the terms of the Manitok-Persist SAVO governing the Lien Holdbacks were not impacted.

### E. Partial Discharge Order

17. After the sale under the Manitok-Persist PSA had closed, A&M, as both Receiver and Trustee, applied to disclaim and be discharged over the vast majority of unsold oil and gas assets remaining in the Manitok and Raimount estates (**Partial Disclaimer Application** and **Discharged Assets**). Certain assets (**Retained Assets**) were excluded from the discharge and disclaimer, which, in consultation with the Alberta Energy Regulator (**AER**), were identified as potentially saleable on non-accretive or only marginally accretive terms to minimize End of Life Obligations.<sup>20</sup> Various working interest partners – Husky, Encana Corporation and Canadian Natural Resources Limited – sought to adjourn the Partial Disclaimer Application. On July 9, 2019, the Court refused to adjourn the Partial Disclaimer Application and granted the Receiver's requested order (**Partial Discharge Order**).<sup>21</sup> The Court issued written reasons two days later.<sup>22</sup> The procedures set out in the Partial Discharge Order were thereafter followed by the Receiver to give effect to the Partial Discharge Order.<sup>23</sup>

18. The Partial Discharge Order was followed by the AER's issuance of Closure / Abandonment Order No. AD 2019-06 to Manitok and various of its working interest participants on August 21, 2019.<sup>24</sup>

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<sup>14</sup> Eighth Report of the Receiver, dated April 4, 2019 at paras 12-14, 16-22; Ninth Report of the Receiver, dated June 25, 2019 (**Ninth Report**) at para 11.

<sup>15</sup> *Ibid* at App A. A first Amending Agreement to the Manitok-Perist SAVO was entered prior to the granting of the Manitok-Perist SAVO on January 18, 2019.

<sup>16</sup> Amending Order, granted and filed April 12, 2019.

<sup>17</sup> Ninth Report at paras 10(c), 11.

<sup>18</sup> Fifteenth Report at paras 17, 19, 21.

<sup>19</sup> Amending Order, granted May 22, 2020.

<sup>20</sup> Ninth Report at paras 10(h), 17-20, 24, 28-31.

<sup>21</sup> Partial Discharge Order, granted and filed July 9, 2019.

<sup>22</sup> *Manitok Energy Inc (Re)*, 2019 ABQB 520 (**Manitok Partial Discharge**) [Tab 2].

<sup>23</sup> Eleventh Report at para 9; Twelfth Report of the Receiver, dated November 4, 2019 at paras 15, 22.

<sup>24</sup> Eleventh Report at para 11, App A.

## F. Post-Redwater SCC

19. In addition to prompting amendments to the Manitok-Persist PSA and the associated Manitok-Persist SAVO, the mid-Receiver's release of Redwater SCC prompted actions and decisions by the Receiver and other parties with interests in the Receivership. The following are notable examples:

- (a) NBC and the AER entered a confidential distribution agreement to define their respective entitlements from the Manitok and Raimount estates based on the mid-Receiver's change in how priorities were understood;<sup>25</sup>
- (b) the Receiver, the AER and PrairieSky Royalty Ltd. entered a settlement to distribute a holdback from the proceeds of a pre-Redwater SCC sale based on the mid-Receiver's change in how priorities were understood;<sup>26</sup>
- (c) the Receiver applied for and was granted an order authorizing the release and distribution of a holdback for pre-Receiver's property taxes on the basis that, under Redwater SCC, End of Life Obligations had to be satisfied in priority to otherwise first-ranking "special liens" in relation to non-linear property tax arrears;<sup>27</sup> and
- (d) the Receiver entered a series of sale transactions to minimize End of Life Obligations, even though there was no accretive return to the Manitok and Raimount estates.<sup>28</sup>

## G. Receiver's Review of the Lien Claims

20. The Receiver has reviewed the Lien Claims. Recognizing the Lien Claims as prioritized over End of Life Obligations is inconsistent with the Receiver's understanding of Redwater SCC (as explained below). In addition, the Receiver has unresolved concerns about, *inter alia*, the validity, enforceability, inter-creditor priority and quantum of the Lien Claims, or either of them, based on (a) when the Lien Claimants registered their builders' liens relative to when their work was done, (b) whether the Lien Claimants improved the land, (c) whether the Lien Claimants' work was preparatory to, in connection with or for the recovery of a mineral, (d) whether, in respect of certain lien interests, the Lien Claimants registered ahead of all other secured creditors, (e) how the builders' liens are allocated across the lien interests, including the attachment of the builders' liens to Disclaimed Assets or other unsaleable interests, and (g) the claimed interest rates.

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<sup>25</sup> Tenth Report of the Receiver, date August 19, 2019 at para 19.

<sup>26</sup> Fourteenth Report of the Receiver, dated June 22, 2020 (**Fourteenth Report**) at para 10(d). The holdback for PrairieSky was established in an interim distribution order, which was granted concurrently with three separate SAVOs on November 5, 2018 in relation to sales by the Receiver to Shanghai Energy Corporation, Bonavista Energy Corporation and Journey Energy Partnership.

<sup>27</sup> Fourth Interim Distribution Order, granted October 16, 2019 (filed October 17, 2019); Fourteenth Report at paras 20-27.

<sup>28</sup> The Receiver has been reporting on its efforts to negotiate non-accretive sales since the Ninth Report, dated June 25, 2019. See, for example, the Receiver's sales to Glenogle Energy Inc. (SAVO granted August 28, 2019), Enercapita Energy Ltd. (SAVO granted August 28, 2019), Goose Creek Resources Ltd. (SAVO granted November 12, 2019). Additional non-accretive sales were also negotiated and entered below the threshold (\$500,000) for requiring Court approval under the Receivership Order.

### III. ISSUE

21. The Receiver, Prentice and Riverside have agreed on the sole issue to be determined, which is the following:

*Whether end of life obligations associated with the abandonment and reclamation of unsold oil and gas properties must be satisfied by the Receiver from Manitok's estate in preference to satisfying what may otherwise be first-ranking builders' lien claims based on services provided by the lien claimants before the receivership date.*

22. In the Receiver's respectful submission, under Redwater SCC, End of Life Obligations must be satisfied in preference to any builders' liens that may otherwise be first ranking. The Lien Holdbacks should therefore be released to form general estate funds.

### IV. ANALYSIS

#### A. Definition of the Issue to be Determined

23. As noted at paragraph 20 above, the Receiver is not satisfied that the Lien Claims are valid and enforceable in the claimed amounts and in priority to NBC. Those issues could only be addressed through the establishment of an extensive and likely contentious evidentiary record, which would necessarily include cross-examinations of representatives from the Lien Claimants.

24. Given the quantum of the Lien Claims, and based on consultations with the AER, the Receiver approached Prentice and Riverside about determining the relative priorities of End of Life Obligations and builders' liens as a discrete issue under Rule 7.1.<sup>29</sup> After some back-and-forth, Prentice and Riverside agreed and the issue (as set out above) was defined. This procedure is a matter of agreement between the most directly impacted parties (the Receiver, Prentice and Riverside), is supported by the AER, and is either supported or not contested by NBC.

25. In the Receiver's view, resolving the relative priorities of End of Life Obligations and the Lien Claims based on Redwater SCC is the most efficient means of proceeding. If End Of Life Obligations must be satisfied in preference to the Lien Claims, no other lien-related issues will have to be heard or determined, and the Lien Holdbacks may be released to become general estate funds. Interpreting Redwater SCC as a discrete issue is likely to resolve the entire dispute between the Receiver and the Lien Claimants and, at a minimum, will resolve an important contested issue, thereby narrowing the scope of any dispute that is left over.<sup>30</sup>

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<sup>29</sup> Rules of Court, Alta Reg 124/2010, r 7.1 [Tab 3].

<sup>30</sup> *Rekunyik v Deloitte LLP*, 2015 ABCA 318 at paras 4-5 [Tab 4].

## B. Priority of End of Life Obligations under Redwater SCC

26. An operator cannot simply walk away from licensed oil and gas assets when they become uneconomic to operate. End of Life Obligations must be complied with,<sup>31</sup> including by receivers and trustees who are defined as operators and licensees by the governing legislation.<sup>32</sup>

27. Redwater SCC is undoubtedly the leading case on the relative priorities of End of Life Obligations and the provable claims of creditors, whether secured or otherwise.

28. In that case, Redwater Energy Corporation (**Redwater**) was an oil and gas producer that was put into receivership by Alberta Treasury Branches (**ATB**). Grant Thornton (**GT**) was appointed as the receiver.

29. Redwater owned 127 licensed properties. GT determined that only approximately 20 of Redwater's licensed properties were saleable. The remaining licensed properties were therefore renounced by GT, which prompted the AER to issue closure and abandonment orders. A bankruptcy order was made pursuant to which GT was appointed as trustee in bankruptcy. As trustee, GT disclaimed the assets that it had renounced earlier as receiver. GT did not comply with the AER's closure and abandonment orders, either as receiver or trustee, by posting security or otherwise.

30. Cross-applications were brought by the AER and OWA jointly, and by the trustee. The AER and OWA applied for orders: (a) to have GT's disclaimer declared void, (b) compelling GT to comply with the closure and abandonment orders using the funds in the estate, and (c) compelling GT to fulfill licensee obligations in relation to abandonment, reclamation and remediation. GT applied for the approval of a sale process excluding the renounced assets.

31. GT's position was favoured by both the Court of Queen's Bench of Alberta<sup>33</sup> and a majority of the Alberta Court of Appeal;<sup>34</sup> however, the position of the AER and OWA was favoured by a majority of the SCC,<sup>35</sup> which reasoned, in part, as follows:

- Trustees in bankruptcy are bound by and must act in compliance with valid provincial laws, provided the obligations thereunder do not constitute provable claims and no conflict engages the paramountcy doctrine.<sup>36</sup>

---

<sup>31</sup> End of Life Obligations are governed principally by the *Environmental Protection and Enhancement Act*, RSA 2000, c E-12 (**EPEA**), the *Oil and Gas Conservation Act*, RSA 2000, c O-6 (**OGCA**), the *Pipeline Act*, RSA 2000, c P-15, and all of the associated regulations and directives thereunder. A licensee must abandon a well or facility when ordered to do so by the AER under s. 27(3) of the OGCA or when otherwise required by the regulations including, for example, upon the termination of a mineral lease, surface lease or right of entry, where the AER cancels or suspends the licence, or where the AER notifies the licensee that the well or facility may constitute an environmental or safety hazard (see ss. 3.012 of the *Oil and Gas Conservation Rules*, Alta Reg 151/1971). S. 23 of the *Pipeline Act* requires licensees to abandon pipelines in similar situations. Section 137 of the EPEA establishes a broad duty of operators to reclaim.

<sup>32</sup> EPEA, s. 134(b); OGCA, s. 1(cc); *Pipeline Act*, s. 1(1)(n).

<sup>33</sup> *Redwater Energy Corporation (Re)*, 2016 ABQB 278 [Not Included].

<sup>34</sup> *Redwater CA*, *supra* [Not Included].

<sup>35</sup> *Redwater SCC*, *supra* [Tab 1].

<sup>36</sup> *Ibid* at paras 7, 160, 162.

- Regulatory laws governing abandonment and reclamation are valid provincial laws of general application. They do not conflict with the BIA or frustrate the purpose of the BIA, even though estate assets may have to be expended to comply with provincial regulatory laws.<sup>37</sup>
- Abandonment and reclamation obligations are not provable claims because a regulator is not a creditor when enforcing a public duty. Further, any right of reimbursement was too speculative to be accepted as a provable claim by the AER.<sup>38</sup>

32. In the result, the SCC majority held that estate resources must be used to satisfy provincial regulatory obligations in preference to satisfying (even in part) the provable claims of creditors, irrespective of their security status:

Bankruptcy is not a licence to ignore rules, and insolvency professionals are bound by and must comply with valid provincial laws during bankruptcy. **They must, for example, comply with non-monetary obligations that are binding on the bankrupt estate, that cannot be reduced to provable claims, and the effects of which do not conflict with the BIA, notwithstanding the consequences this may have for the bankrupt's secured creditors.** The Abandonment Orders and the LMR requirements are based on valid provincial laws of general application — exactly the kind of valid provincial laws upon which the BIA is built. As noted in *Moloney [Alberta (Attorney General) v Moloney]*, 2015 SCC 51, [2015] 3 SCR 327, the BIA is clear that “[t]he ownership of certain assets and the existence of particular liabilities depend upon provincial law” (para. 40). End-of-life obligations are imposed by valid provincial laws which define the contours of the bankrupt estate available for distribution.<sup>39</sup>

33. The appeal by the AER and OWA was therefore allowed. The proceeds in the Redwater estate (which were being held in trust) had to be used to satisfy abandonment and reclamation obligations.<sup>40</sup>

34. The Court of Queen’s Bench of Alberta has since applied these principles,<sup>41</sup> including earlier in this Receivership.<sup>42</sup> As noted at paragraph 17 above, various working interest partners sought an adjournment of the Partial Discharge Application, at least in part because they wanted an opportunity “to convince the Court and the AER that any funds that the AER may agree should accrue to the secured creditors or possibly to the Receiver’s fees and costs should instead be applied to end-of-life obligations of the renounced assets, thus reducing the risk, and amount of the parties’ responsibilities for such obligations.”<sup>43</sup>

<sup>37</sup> *Ibid* at paras 7, 64, 100, 113, 114, 160, 162.

<sup>38</sup> *Ibid* at paras 131, 135, 149, 154, 159-160, 162.

<sup>39</sup> *Ibid* at para 160 (emphasis added).

<sup>40</sup> *Ibid* at para 163.

<sup>41</sup> In *Western Union Petro International Co Ltd v Anterra Energy Inc*, 2019 ABQB 165 at para 48 [Tab 5], Eamon J. cited Redwater SCC for the proposition that a disclaimer of assets would not necessarily relieve a receiver from the obligation to expend estate assets on performing statutory environmental obligations. In *Pricewaterhouse Coopers Inc v Perpetual Energy Inc*, 2020 ABQB 6 at paras 143, 151, 225, 235, 239 and elsewhere [Tab 6], Nixon J. reasoned, *inter alia*, that a trustee in bankruptcy was not rightly viewed as a “complainant” for the purpose of prosecuting an oppression action because the interest being advanced was the AER’s regulatory interest, which was not a creditor’s interest, and abandonment and reclamation obligations are not a liability capable of supporting an oppression claim.

<sup>42</sup> Manitok Partial Discharge, *supra* [Tab 2].

<sup>43</sup> *Ibid* at para 19.

In refusing the adjournment, the Court stated: “**While the Regulator’s orders may have super-priority, unsecured non-regulator creditors do not.**”<sup>44</sup>

35. Funds and assets in a bankruptcy or receivership estate must be used preferentially to satisfy regulatory obligations, such as End of Life Obligations, which are not provable claims. End of Life Obligations do not rank ahead of some provable claims of creditors but behind others. ATB was not unsuccessful in Redwater SCC because it was an institutional lender. The majority analysis from Redwater SCC applies to the provable claims of all creditors equally, irrespective of who the creditors are, how their claims arose, or the nature of their security interests (if any). Nothing in the analysis from Redwater SCC justifies treating builders’ lien claimants differently from other secured creditors.

36. Nor is the analysis under Redwater SCC influenced by the nature of the work that gave rise to the Lien Claims. End of Life Obligations must be satisfied in preference to every provable claim, including every builders’ lien, even if resulting from an “abandonment operation” in the oil and gas industry.<sup>45</sup> What Manitok hired the Lien Claimants to do is no more relevant to the priority analysis than what Redwater intended to do with its borrowings from ATB – that is, it is not relevant at all.

37. End of Life Obligations must be paid in preference to the provable claims of all creditors, including the Lien Claims. There are insufficient funds in the Manitok estate to satisfy its End of Life Obligations.<sup>46</sup> The Lien Holdbacks should therefore be released to become general estate funds.

## V. CONCLUSION AND RELIEF REQUESTED

38. The Receiver requests an order determining that End of Life Obligations must be paid in preference to the Lien Claims and authorizing the release of the Lien Holdbacks to become general estate funds.

**ALL OF WHICH IS RESPECTFULLY SUBMITTED THIS 2nd DAY OF OCTOBER 2020.**

**NORTON ROSE FULBRIGHT CANADA LLP**




---

**D. Aaron Stephenson**  
**Counsel for the Receiver**

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<sup>44</sup> *Ibid* at para 22.

<sup>45</sup> Builders’ Lien Act, RSA 2000, c B-7, s 6(2)(c) [Tab 7].

<sup>46</sup> Eleventh Report at para 28; Fifteenth Report at para 16.


## TABLE OF AUTHORITIES

Tab	Style of Cause/Document Name	Citation and Pinpoint
1	<i>Orphan Well Association v Grant Thornton Ltd</i>	2019 SCC 5 at paras 7, 16, 64, 100, 113, 114, 131, 135, 149, 154, 159, 160, 162 and 163.
2	<i>Manitok Energy Inc (Re)</i>	2019 ABQB 520 at paras 19 and 22.
3	<i>Rules of Court</i>	Alta Reg 124/2010 at r. 7.1.
4	<i>Rekunyik v Deloitte LLP</i>	2015 ABCA 318 at paras 4 and 5.
5	<i>Western Union Petro International Co Ltd v Anterra Energy Inc</i>	2019 ABQB 165 at para 48.
6	<i>Pricewaterhouse Coopers Inc v Perpetual Energy Inc</i>	2020 ABQB 6 at paras 143, 151, 225, 235 and 239.
7	<i>Builders' Lien Act</i>	RSA 2000, c B-7 at s 6(2)(c).



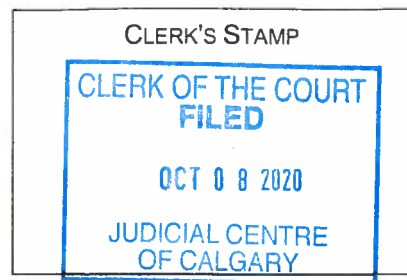
This is Exhibit **M** referred to in the Affidavit of  
Sarah Trigueiro

Sworn before me on April 5<sup>th</sup>, 2021

  
\_\_\_\_\_  
Commissioner for Oaths in and for  
the Province of Alberta

**D. Aaron Stephenson**  
Barrister & Solicitor

\_\_\_\_\_  
PRINT NAME AND EXPIRY OR  
LAWYER/STUDENT-AT-LAW



COURT FILE NUMBER 25-2332583  
25-2332610  
25-2335351

COURT COURT OF QUEEN'S BENCH OF ALBERTA IN  
BANKRUPTCY AND INSOLVENCY

JUDICIAL CENTRE CALGARY

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

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

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

RESPONDENT ALBERTA ENERGY REGULATOR

DOCUMENT **AFFIDAVIT**

ADDRESS FOR SERVICE AND  
CONTACT INFORMATION OF  
PARTY FILING THIS  
DOCUMENT **ALBERTA ENERGY REGULATOR**  
Suite 1000, 250 – 5<sup>th</sup> Street S.W.  
Calgary, AB. T2P 0R4

Attention: Maria Lavelle  
Telephone No.: 403-297-3736  
Fax No.: 403-297-7031

### **AFFIDAVIT OF LAURA CHANT**

**Sworn on October 7, 2020**

I, LAURA CHANT, of Calgary, Alberta, SOLEMNLY AFFIRM AND DECLARE THAT:

1. I am the Senior Advisor, Insolvency with the Compliance and Liability Management Branch with the Alberta Energy Regulator (the "AER"). As such, I have personal knowledge of the matters hereinafter deposed to except where stated to be based on information and belief, in which case I believe the same to be true.

2. The AER is a corporation established by the *Responsible Energy Development Act*, SA 2012, c R-17.3 ("*REDA*") and acts as the single regulator of all upstream oil and gas activities in

the Province of Alberta. Under s. 2 of REDA the AER's mandate is to provide for the safe, efficient, orderly and environmentally responsible development of energy resources in Alberta.

3. Manitok Energy Inc. ("Manitok") is an AER licensee that at the time of its insolvency held AER licences for 907 wells, 137 facilities plus pipelines with an associated deemed liability of \$72.2 million.

4. Manitok is insolvent and a receiver was appointed on February 20, 2018.

5. The definition of "licensee" under s. 1(cc) of the *Oil and Gas Conservation Act* (the "OGCA") and under s. 1(1)(n) of the *Pipeline Act* explicitly include receivers, receiver-manager and trustees. As does the definition of "operator" in s. 134(b)(vi) of the *Environmental Protection and Enhancement Act* ("EPEA") explicitly include receivers, receiver-managers and trustees. As a result, on appointment, receivers and trustees of the properties of AER licenses are subject to all applicable statutory and regulatory obligations to which the licensee is subject. Attached and marked as Exhibit "A" to this affidavit are a copy of those provisions.

6. The Receiver in Manitok implemented a court-approved sales process for Manitok's oil and gas properties. As discussed in the Receiver's Ninth Report and subsequent reports, the AER worked with the receiver to pursue marginally or non-accretive sales to reduce the number of unsold assets and therefore reduce any remaining end of life obligations in the estate. In all of the Receiver's sales, the purchasers assumed the end of life obligations associated with the purchasers' assets.

7. At the completion of the Court-approved sale process, there remained a significant amount of unsold property, including oil and gas assets (the "Unsold Assets"). On July 9, 2019, the Court granted the Receiver a partial discharge over the Unsold Assets. As described in the Receivers' 11th and 15<sup>th</sup> Report, the Receiver further advised that that there were insufficient funds remaining in the estate to address the end of life obligations of those assets that remained unsold.

8. Following the discharge of the receiver over the Unsold Assets, the enforcement process resulted in the issuance of the abandonment orders detailed below to the licensee and any working interest participants, as well as reclamation orders directed to the licensee. Where there were no remaining responsible parties the AER designated the sites as "orphan" to enable the abandonment and reclamation work to be conducted by the Orphan Well Association ("OWA").

9. On August 1, 2019, the AER designated as “orphan”, 232 wells, 36 facilities and 101 pipeline segments licensed to Manitok, over which the Receiver had been discharged and where there was no viable working interest participant (WIPs) and directed the OWA to abandon those assets.

10. On August 12, 2019, the AER issued an Environmental Protection Order (the “August 2019 EPO”) to the licensee pursuant to sections 140 and 241 EPEA. The general effect of the August 2019 EPO was to direct Manitok as the licensee to conserve and reclaim approximately 411 wells and 58 facilities licensed to Manitok (including sites and facilities previously abandoned by the licensee prior to the receivership). Attached and marked as Exhibit “B” to this Affidavit is a copy of the August 2019 EPO.

11. On August 21, 2019, the AER issued an Order (the “August 2019 Abandonment Order”) to Manitok and various WIPs pursuant to sections 25 and 27 of the OGCA over 135 wells and 20 facilities licensed to Manitok. In the August 2019 Abandonment Order, the AER lists numerous WIPs associated with those wells and facilities based upon the records available to the AER at the time. The general effect of the August 2019 Abandonment Order was to direct the licensee and the WIPs of the associated sites to shut in and abandon those sites if the WIPs did not wish to have the associated AER licensee transferred into their names. Attached and marked as Exhibit “C” to this Affidavit is a copy of the August 2019 Abandonment Order. WIPs are also responsible for conducting reclamation of the site(s) they are associated with. These WIPs pay for the full cost of the abandonment and reclamation of the relevant assets. They may, however, apply to the AER for reimbursement from the OWA for Manitok’s proportionate share of the abandonment and/or reclamation costs, once the work is completed.

12. On August 30, 2019, the AER designated the approximately 411 wells and 58 facilities that were the subject of the August 2019 EPO as “orphan” and directed the OWA to reclaim those sites.

13. On January 29, 2020, the AER issued an Environmental Protection Order (the “January 2020 EPO”) to Manitok pursuant to sections 140 and 241 of EPEA. The general effect of the January 2020 EPO was to order the reclamation of two wells that were not included in the August 2019 EPO. Attached and marked as Exhibit “D” to this Affidavit is a copy of the January 2020 EPO.

14. On April 9, 2020, the AER issued an Order (the "April 2020 Abandonment Order") pursuant to sections 25 and 27 of the OGCA. The general effect of the April 2020 Abandonment Order was to identify a further facility where there was a WIP that was not included in the August 2019 Abandonment Order. The WIP of the associated site was directed to shut in and abandon that site if the WIP did not wish to have the associated AER licence transferred into its name. Attached and marked as Exhibit "E" to this Affidavit is a copy of the April 2020 Abandonment Order.

15. On April 9, 2020, the AER issued an Environmental Protection Order (the "April 2020 EPO") to Manitok and a further WIP pursuant to sections 140 and 241 of EPEA over 19 wells and 9 facilities licensed to Manitok. The general effect of the April 2020 EPO was to direct the licensee and the WIP to conserve and reclaim those sites that had not been included in the August 2019 EPO. Attached and marked as Exhibit "F" to this Affidavit is a copy of the April 2020 EPO.

16. On June 8, 2020, the AER directed the OWA to reclaim the sites that were the subject of the April 2020 EPO.

17. Pursuant to the Court's Third and Fourth Interim Distribution Orders on October 16, 2019, and the confidential distribution agreement entered into between the National Bank of Canada and the AER, the AER received the distribution of some funds from the sales of the Manitok assets. These funds will be held in trust by the AER for Manitok and applied against the costs incurred by the OWA in abandoning and reclaiming those Manitok assets that were orphaned to them, or where the OWA has reimbursed the WIP for Manitok's proportionate share of abandonment and/or reclamation costs incurred. As the Receiver advised in its 15<sup>th</sup> Report, total realizations from the Receivership will be substantially less than the cost of satisfying the end of life obligations associated with the Unsold Assets. At present, Manitok's deemed liability associated with their remaining unsold assets is \$44.5 Million.

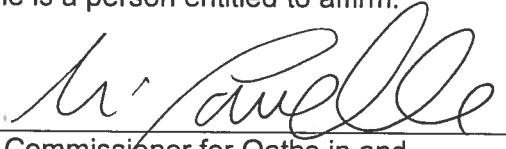
18. The AER first looks to the licensee of record to address regulatory obligations, including abandonment and reclamation of its licensed assets. Pursuant to the Supreme Court of Canada's decision in *Orphan Well Association v. Grant Thornton Ltd.* 2019 SCC 5, where a licensee becomes insolvent, the AER would look first to the estate proceeds to address the licensee's remaining environmental obligations. Only where the estate proceeds are inadequate to address the licensee's end of life obligations will the use of the "orphan fund" under s. 70 of the OGCA be considered. The AER views the use of the "orphan fund" as a "last resort," and works to ensure

companies who profited from their wells and pipelines, including remaining WIPs, are responsible first for cleaning them up. This goes to the heart of the "polluter pays" principle.

19. I make this Affidavit in response to an Application for a determination on the issue of priority of Lien Claims by the Receiver of Manitok, Alvarez & Marsal Canada Inc.

Affirmed before me at the City of Calgary, )  
in the Province of Alberta, this 7th day of )  
October, 2020. )

I certify that Laura Chant satisfied me that  
she is a person entitled to affirm.

  
\_\_\_\_\_  
A Commissioner for Oaths in and )  
for the Province of Alberta )  
)

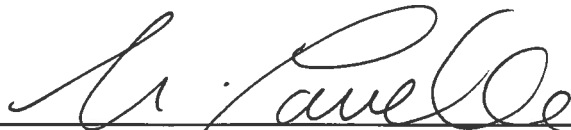
MARIA E. LAVELLE  
BARRISTER & SOLICITOR  
ALBERTA ENERGY REGULATOR

  
\_\_\_\_\_  
LAURA CHANT

This is Exhibit "A" referred to in the

Affidavit of Laura Chant

affirmed before me this 7<sup>th</sup> day of October, 2020

A handwritten signature in cursive script, appearing to read "M. Lavelle", written over a horizontal line.

A Notary Public or Commissioner for Oaths in and for Alberta

Maria E. Lavelle  
Barrister and Solicitor  
Alberta Energy Regulator



Province of Alberta

# **OIL AND GAS CONSERVATION ACT**

**Revised Statutes of Alberta 2000  
Chapter O-6**

**Current as of June 15, 2020**

**Office Consolidation**

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- (y) "gas" means raw gas, synthetic coal gas or marketable gas or any constituent of raw gas, synthetic coal gas, condensate, crude bitumen or crude oil that is recovered in processing and that is gaseous at the conditions under which its volume is measured or estimated;
- (z) "helium" means, in addition to its normal scientific meaning, a mixture mainly of helium that ordinarily may contain some nitrogen and methane;
- (aa) "holding" means an area established as a holding pursuant to the regulations or rules;
- (aa.001) "impairment or damage" means impairment or damage that results in or could reasonably be expected to result in harm to the integrity of a well or facility or harm to the environment, human health or safety or property;
- (aa.01) "in situ coal scheme" means an in situ coal scheme as defined in the *Coal Conservation Act*;
- (aa.1) "large facility" means a facility that is
  - (i) a central processing facility as defined in the rules made under the *Oil Sands Conservation Act* with a Regulator approved design capacity of 5000 cubic metres or more per day,
  - (ii) an oil sands upgrader integrated into a central processing facility as defined in the rules made under the *Oil Sands Conservation Act* with a Regulator approved design capacity of 5000 cubic metres or more per day,
  - (iii) a processing plant designated by the Regulator as a stand alone straddle plant, or
  - (iv) a gas processing plant that has or has had sulphur recovery, with a sulphur inlet of one tonne or more per day;
- (bb) "licence" means a licence granted pursuant to this Act or any predecessor of this Act or a regulation under any of them or rules under this Act;
- (cc) "licensee" means the holder of a licence according to the records of the Regulator and includes a receiver, receiver-manager, trustee or liquidator of property of a licensee;



Province of Alberta

## **PIPELINE ACT**

**Revised Statutes of Alberta 2000  
Chapter P-15**

**Current as of June 15, 2020**

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to the integrity of a pipeline, well or facility or harm to the environment, human health or safety or property;

(l) "installation" means

- (i) any equipment, apparatus, mechanism, machinery or instrument incidental to the operation of a pipeline, and
- (ii) any building or structure that houses or protects anything referred to in subclause (i),

but does not include a refinery, processing plant, marketing plant or manufacturing plant;

(m) "licence" means a licence to construct and operate a pipeline under this Act or a gas utility pipeline;

(n) "licensee" means the holder of a licence for a pipeline according to the records of the Regulator or the holder of a licence for purposes of a gas utility pipeline according to the records of the Alberta Utilities Commission and includes a trustee or receiver-manager of the property of a licensee;

(o) "local authority" means a member of the Executive Council or a municipal corporation or a Metis settlement having the administration or the direction, management and control of a road by or under any Act of the Legislature;

(p) "manufacturing plant" means a plant that utilizes a mineral or a substance recovered from a mineral as a component of a product manufactured by the plant;

(q) "marketing plant" means a plant used for the marketing or distribution of a product obtained from the refining, processing or purifying of oil and gas;

(r) "oil" means

- (i) crude oil both before and after it has been subjected to any refining or processing,
- (ii) any hydrocarbon recovered from crude oil, oil sands, natural gas or coal for transmission in a liquid state,
- (iii) liquefied natural gas, and
- (iv) synthetic coal liquid as defined in the *Coal Conservation Act*,



Province of Alberta

# **ENVIRONMENTAL PROTECTION AND ENHANCEMENT ACT**

**Revised Statutes of Alberta 2000  
Chapter E-12**

**Current as of July 23, 2020**

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- (b) in the absence of any applicable regulations, in the manner and amount the Minister considers appropriate

pay compensation to any person who suffers loss or damage as a direct result of the application of this Division.

1992 cE-13.3 s116

#### **Ministerial regulations**

**132** The Minister may make regulations regulating and prohibiting the use of a contaminated site or the use of any product that comes from a contaminated site.

1992 cE-13.3 s117

#### **Lieutenant Governor in Council regulations**

**133** The Lieutenant Governor in Council may make regulations

- (a) authorizing the payment of compensation by the Government for the purposes of section 131, including regulations respecting
  - (i) the circumstances under which compensation will be paid, and
  - (ii) the manner in which a claim for compensation is assessed and made and the determination of the amount payable;
- (b) respecting the manner in which notice is to be provided under sections 126(b) and 130(b).

1992 cE-13.3 s118

## **Part 6 Conservation and Reclamation**

#### **Definitions**

**134** In this Part,

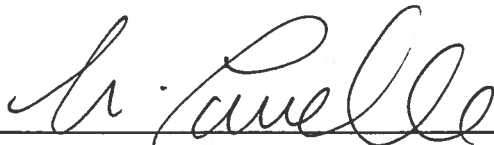
- (a) "expropriation board" means the board, person or other body having the power to order termination of a right of entry order as to the whole or part of the land affected by the order;
- (b) "operator" means
  - (i) an approval or registration holder who carries on or has carried on an activity on or in respect of specified land pursuant to an approval or registration,
  - (ii) any person who carries on or has carried on an activity on or in respect of specified land other than pursuant to an approval or registration,

- (iii) the holder of a licence, approval or permit issued by the Alberta Energy Regulator or the Alberta Utilities Commission for purposes related to the carrying on of an activity on or in respect of specified land,
- (iv) a working interest participant in
  - (A) a well,
  - (B) a mine,
  - (C) a coal processing plant,
  - (D) an oil sands processing plant, or
  - (E) a plant or facility that is subject to the Large Facility Liability Management Program administered by the Alberta Energy Regulator
 on, in or under specified land,
- (v) the holder of a surface lease for purposes related to the carrying on of an activity on or in respect of specified land,
- (vi) a successor, assignee, executor, administrator, receiver, receiver-manager or trustee of a person referred to in any of subclauses (i) to (v), and
- (vii) a person who acts as principal or agent of a person referred to in any of subclauses (i) to (vi);
- (c) "reclamation certificate" means a reclamation certificate issued under this Part;
- (d) "reclamation inquiry" means a reclamation inquiry conducted under this Part;
- (e) "right of entry order" means
  - (i) an order granting right of entry that is made
    - (A) by the Surface Rights Board under the *Surface Rights Act*,
    - (B) under a former Act within the meaning of that term in the *Surface Rights Act*, or
    - (C) by a body that is empowered to grant a right of entry under the *Metis Settlements Act* in respect of land that is located in a settlement area;

This is Exhibit "B" referred to in the

Affidavit of Laura Chant

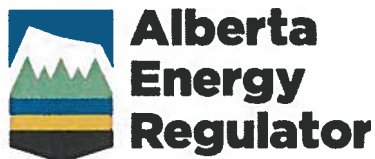
affirmed before me this 7<sup>th</sup> day of October, 2020

A handwritten signature in cursive script, appearing to read "M. Lavelle".

---

A Notary Public or Commissioner for Oaths in and for Alberta

Maria E. Lavelle  
Barrister and Solicitor  
Alberta Energy Regulator



## Environmental Protection Order EPO 2019-065

MADE at the City of Calgary, in the  
Province of Alberta, on

**August 12, 2019**

ALBERTA ENERGY REGULATOR

The Alberta Energy Regulator (“AER”), under sections 140 and 241 of the *Environmental Protection and Enhancement Act* (“EPEA” or the “Act”) orders:

**Manitok Energy Inc. (A5M4)**

1600, 421 7 Ave SW  
Calgary, AB T2P 4K9  
 (“the Licensee”)

WHEREAS the Licensee was licensed or otherwise authorized by the AER to operate the wells on the land as legally described in Appendix 1 (the “Sites”);

WHEREAS the Licensee is an “operator” as defined in s. 134(b) of *EPEA*;

WHEREAS the Licensee’s status on the Alberta Corporate Registry is Active as of August 9, 2019;

WHEREAS on August 1, 2019, 232 wells, 36 facilities and 101 pipelines held by the Licensee were designated orphan;

WHEREAS the Sites are “specified land” as defined in s. 134(f) of the Act and s. 1(t) of the *Conservation and Reclamation Regulation*;

WHEREAS section 137 of *EPEA* states that an operator must conserve and reclaim specified land;

WHEREAS reclamation certificates have not been issued for the Sites pursuant to s. 138 of the Act;

WHEREAS Kaitlin Szacki, Manager, Orphaning and Insolvency (the Manager) has the authority to issue environmental protection orders under sections 140 and 241 of *EPEA*;

WHEREAS the Manager is of the opinion that the performance of the work described in this Order is necessary to conserve and reclaim the specified land at the Sites;

THEREFORE, I, Kaitlin Szacki, Manager, Orphaning and Insolvency, under sections 140 and 241 of the *Environmental Protection and Enhancement Act*, DO HEREBY ORDER THE FOLLOWING:



1. The Licensee shall submit a plan (the “Reclamation Plan”) to the Manager by August 26, 2019 for the conservation and reclamation of the Sites.
2. The Reclamation Plan for the conservation and reclamation of the Sites shall include the actions that will be taken to reclaim the Sites and obtain reclamation certificates as per section 137 of EPEA,
3. The Reclamation Plan shall include a detailed schedule of implementation for the work required by the Reclamation Plan.
4. The Licensee shall implement the work in the Reclamation Plan in accordance with the schedule of implementation that is approved by the Manager.
5. The Licensee shall apply for reclamation certificates for the Sites once all the work in the Reclamation Plan has been completed.

Dated at the City of Calgary in the Province of Alberta, on the 12<sup>th</sup> day of August, 2019.

<original signed by>

Kaitlin Szacki,  
Manager, Orphaning & Insolvency  
Alberta Energy Regulator

In complying with this order, the party or parties named must obtain all approvals necessary, notwithstanding the above requirements.

This order in no way precludes any enforcement actions being taken regarding this matter under the *Environmental Protection and Enhancement Act* or any other provincial or federal legislation, or by any other regulator with jurisdiction.

All enforcement actions issued by the AER may be subject to a follow-up review to confirm previous commitments have been completed and measures have been implemented, to ensure similar noncompliances are prevented in the future. The AER may request any information that demonstrates steps have been taken to prevent repeat noncompliances from occurring.

Under the *Responsible Energy Development Act*, an eligible person may appeal decisions that meet certain criteria. Eligible persons and appealable decisions are defined in section 36 of the *Responsible Energy Development Act* and section 3.1 of the *Responsible Energy Development Act General Regulation*. If you wish to file a request for regulatory appeal, you must submit your request according to the AER’s requirements. You can find filing requirements and forms on the AER website, [www.aer.ca](http://www.aer.ca), under Applications & Notices: Appeals.

## Appendix 1

Table 1 - Well List

Licence No	UWI	Surface Location	Status	Working Interest Participants	WIP interest
W0005521	00/07-28-079-10W6/0	07-28-079-10W6	Abandoned	MANITOK ENERGY INC.	100.0000
W0010639	00/07-07-001-10W4/0	07-07-001-10W4	Suspension	MANITOK ENERGY INC.	100.0000
W0012414	00/11-19-079-10W6/0	11-19-079-10W6	Suspension	MANITOK ENERGY INC.	100.0000
W0012904	00/07-29-079-11W6/0	07-29-079-11W6	Abandoned	MANITOK ENERGY INC.	100.0000
W0013253	00/07-29-079-10W6/0	07-29-079-10W6	Suspension	MANITOK ENERGY INC.	100.0000
W0016670	00/11-09-067-13W4/0	11-09-067-13W4	Suspension	MANITOK ENERGY INC.	100.0000
W0024657	00/07-32-041-03W5/0	07-32-041-03W5	Suspension	MANITOK ENERGY INC.	100.0000
W0033850	00/10-26-067-13W4/0	10-26-067-13W4	Issued	MANITOK ENERGY INC.	100.0000
W0038560	00/11-14-066-17W4/0	11-14-066-17W4	Issued	MANITOK ENERGY INC.	100.0000
W0038623	00/11-32-066-17W4/0	11-32-066-17W4	Issued	MANITOK ENERGY INC.	100.0000
W0039596	00/10-12-031-09W5/0	10-12-031-09W5	Issued	MANITOK ENERGY INC.	100.0000
W0042951	00/06-29-066-13W4/0	06-29-066-13W4	Suspension	MANITOK ENERGY INC.	100.0000
W0048200	00/07-30-079-10W6/0	07-30-079-10W6	Abandoned	MANITOK ENERGY INC.	100.0000
W0049223	00/07-21-079-08W6/0	07-21-079-08W6	Abandoned	MANITOK ENERGY INC.	100.0000
W0050332	00/05-36-007-15W4/0 00/05-36-007-15W4/2	05-36-007-15W4	Abandoned	MANITOK ENERGY INC.	100.0000
W0051392	00/06-22-079-08W6/0	06-22-079-08W6	Abandoned	MANITOK ENERGY INC.	100.0000
W0052049	00/06-29-010-12W4/0	06-29-010-12W4	Abandoned	MANITOK ENERGY INC.	100.0000
W0053310	00/10-13-095-01W6/0	10-13-095-01W6	Abandoned	MANITOK ENERGY INC.	100.0000
W0055560	00/02-16-011-13W4/0	02-16-011-13W4	Suspension	MANITOK ENERGY INC.	100.0000
W0056654	00/06-04-095-01W6/0	06-04-095-01W6	Suspension	MANITOK ENERGY INC.	100.0000
W0057172	00/10-12-095-01W6/0	10-12-095-01W6	Suspension	MANITOK ENERGY INC.	100.0000
W0060076	02/06-29-066-13W4/0	03-29-066-13W4	Abandoned	MANITOK ENERGY INC.	100.0000
W0063129	00/11-17-069-15W4/0	11-17-069-15W4	Suspension	MANITOK ENERGY INC.	100.0000
W0066602	00/06-23-010-13W4/0	06-23-010-13W4	Abandoned	MANITOK ENERGY INC.	100.0000
W0067294	00/10-27-069-15W4/0	10-27-069-15W4	Abandoned	MANITOK ENERGY INC.	100.0000
W0067864	00/07-21-095-01W6/0	07-21-095-01W6	Issued	MANITOK ENERGY INC.	100.0000
W0068464	00/06-32-095-01W6/0	06-32-095-01W6	Issued	MANITOK ENERGY INC.	100.0000
W0068593	00/07-01-095-01W6/0	07-01-095-01W6	Issued	SYDCO ENERGY INC.	3.571400
W0068593	00/07-01-095-01W6/0	07-01-095-01W6	Issued	MANITOK ENERGY INC.	96.428600
W0073780	00/06-14-095-01W6/0	04-14-095-01W6	Issued	MANITOK ENERGY INC.	100.0000
W0073782	00/06-12-095-01W6/0	05-12-095-01W6	Issued	SYDCO ENERGY INC.	7.142800
W0073782	00/06-12-095-01W6/0	05-12-095-01W6	Issued	MANITOK ENERGY INC.	92.857200
W0074377	00/06-22-095-01W6/0	06-22-095-01W6	Issued	MANITOK ENERGY INC.	100.0000
W0074455	00/07-28-095-01W6/0	02-28-095-01W6	Issued	MANITOK ENERGY INC.	100.0000
W0077325	00/11-03-067-13W4/0	11-03-067-13W4	Issued	MANITOK ENERGY INC.	100.0000
W0078010	00/10-16-011-13W4/0	10-16-011-13W4	Issued	MANITOK ENERGY INC.	100.0000

Licence No	UWI	Surface Location	Status	Working Interest Participants	WIP interest
W0078821	00/06-03-024-22W4/0	06-03-024-22W4	Abandoned	MANITOK ENERGY INC.	100.0000
W0081298	00/04-11-067-13W4/0	04-11-067-13W4	Issued	MANITOK ENERGY INC.	100.0000
W0082828	00/04-07-067-12W4/0	04-07-067-12W4	Suspension	MANITOK ENERGY INC.	100.0000
W0088276	00/06-31-095-01W6/0	06-31-095-01W6	Issued	MANITOK ENERGY INC.	100.0000
W0089581	00/16-33-077-11W6/0	16-33-077-11W6	Suspension	FIREFLY RESOURCES LTD.	3.000000
W0089581	00/16-33-077-11W6/0	16-33-077-11W6	Suspension	HANNA OIL & GAS COMPANY - CANADA ULC	12.000000
W0089581	00/16-33-077-11W6/0	16-33-077-11W6	Suspension	MANITOK ENERGY INC.	85.000000
W0091728	00/02-24-079-10W6/0	02-24-079-10W6	Abandoned	MANITOK ENERGY INC.	100.0000
W0092831	00/06-36-007-15W4/0 00/06-36-007-15W4/2	06-36-007-15W4	Abandoned	MANITOK ENERGY INC.	100.0000
W0093105	00/14-04-011-13W4/0	14-04-011-13W4	Abandoned	MANITOK ENERGY INC.	100.0000
W0093484	00/15-16-011-13W4/0	15-16-011-13W4	Suspension	MANITOK ENERGY INC.	100.0000
W0093958	00/06-35-027-23W4/0	06-35-027-23W4	Issued	MANITOK ENERGY INC.	100.0000
W0094474	00/11-06-070-15W4/0 00/11-06-070-15W4/2	11-06-070-15W4	Amended	MANITOK ENERGY INC.	100.0000
W0100819	00/10-15-095-01W6/0	10-15-095-01W6	Issued	MANITOK ENERGY INC.	100.0000
W0100897	00/16-11-095-01W6/0	16-11-095-01W6	Issued	SYDCO ENERGY INC.	14.285715
W0100897	00/16-11-095-01W6/0	16-11-095-01W6	Issued	MANITOK ENERGY INC.	85.714285
W0101727	02/04-03-014-14W4/0	04-03-014-14W4	Abandoned	MANITOK ENERGY INC.	100.0000
W0102751	00/13-19-023-25W4/0	13-19-023-25W4	Abandoned	MANITOK ENERGY INC.	100.0000
W0103631	00/16-23-042-13W4/0	16-23-042-13W4	Abandoned	MANITOK ENERGY INC.	100.0000
W0105792	00/11-06-067-12W4/0	11-06-067-12W4	Issued	MANITOK ENERGY INC.	100.0000
W0112022	00/07-18-066-13W4/0	07-18-066-13W4	Suspension	MANITOK ENERGY INC.	100.0000
W0120469	00/06-29-085-11W6/0	06-29-085-11W6	Suspension	MANITOK ENERGY INC.	100.0000
W0122937	00/08-16-011-13W4/0	08-16-011-13W4	Abandoned	MANITOK ENERGY INC.	100.0000
W0124334	00/04-08-001-10W4/0	04-08-001-10W4	Issued	MANITOK ENERGY INC.	100.0000
W0126446	00/05-03-014-14W4/0	05-03-014-14W4	Abandoned	MANITOK ENERGY INC.	100.0000
W0126735	00/06-34-079-09W6/0	06-34-079-09W6	Abandoned	MANITOK ENERGY INC.	100.0000
W0127446	00/16-27-079-09W6/0	16-27-079-09W6	Suspension	MANITOK ENERGY INC.	100.0000
W0127554	00/12-03-014-14W4/0	05-03-014-14W4	Abandoned	MANITOK ENERGY INC.	100.0000
W0127793	00/06-26-079-09W6/0	06-26-079-09W6	Abandoned	MANITOK ENERGY INC.	100.0000
W0127975	00/14-03-014-14W4/0	14-03-014-14W4	Abandoned	MANITOK ENERGY INC.	100.0000
W0128155	00/09-04-014-14W4/2 02/08-04-014-14W4/0	08-04-014-14W4	Abandoned	MANITOK ENERGY INC.	100.0000
W0128232	00/14-26-079-09W6/0	14-26-079-09W6	Suspension	MANITOK ENERGY INC.	100.0000
W0128403	02/05-03-014-14W4/2 02/05-03-014-14W4/3 02/05-03-014-14W4/4 02/05-03-014-14W4/5 03/04-03-014-14W4/0	04-03-014-14W4	Abandoned	MANITOK ENERGY INC.	100.0000
W0128595	00/08-34-079-09W6/0	08-34-079-09W6	Suspension	MANITOK ENERGY INC.	100.0000
W0129057	00/08-26-079-09W6/0	08-26-079-09W6	Suspension	MANITOK ENERGY INC.	100.0000

Licence No	UWI	Surface Location	Status	Working Interest Participants	WIP interest
W0129170	00/14-27-079-09W6/0	14-27-079-09W6	Abandoned	MANITOK ENERGY INC.	100.0000
W0129175	00/14-23-079-09W6/0	14-23-079-09W6	Abandoned	MANITOK ENERGY INC.	100.0000
W0129397	00/16-04-014-14W4/0	09-04-014-14W4	Abandoned	MANITOK ENERGY INC.	100.0000
W0129705	00/08-27-079-09W6/0	08-27-079-09W6	Suspension	MANITOK ENERGY INC.	100.0000
W0130224	00/16-26-079-09W6/0	16-26-079-09W6	Abandoned	MANITOK ENERGY INC.	100.0000
W0130465	00/08-35-079-09W6/0	08-35-079-09W6	Abandoned	MANITOK ENERGY INC.	100.0000
W0131336	00/14-34-079-09W6/0	14-34-079-09W6	Suspension	MANITOK ENERGY INC.	100.0000
W0132016	00/14-35-079-09W6/0	14-35-079-09W6	Abandoned	MANITOK ENERGY INC.	100.0000
W0132394	00/14-35-008-09W4/0	14-35-008-09W4	Abandoned	MANITOK ENERGY INC.	100.0000
W0132877	02/08-04-080-09W6/0	08-04-080-09W6	Suspension	MANITOK ENERGY INC.	100.0000
W0134293	00/06-27-010-12W4/0	06-27-010-12W4	Abandoned	MANITOK ENERGY INC.	100.0000
W0136083	00/11-04-011-13W4/0	11-04-011-13W4	Abandoned	MANITOK ENERGY INC.	100.0000
W0136271	00/07-16-011-13W4/0	07-16-011-13W4	Suspension	MANITOK ENERGY INC.	100.0000
W0136836	00/06-28-010-12W4/0	06-28-010-12W4	Abandoned	MANITOK ENERGY INC.	100.0000
W0137431	00/09-16-011-13W4/0 00/09-16-011-13W4/2	09-16-011-13W4	Suspension	MANITOK ENERGY INC.	100.0000
W0137878	00/01-16-011-13W4/0	01-16-011-13W4	Abandoned	MANITOK ENERGY INC.	100.0000
W0138746	04/04-15-011-13W4/0	04-15-011-13W4	Suspension	MANITOK ENERGY INC.	100.0000
W0139635	00/01-09-014-14W4/2 02/08-09-014-14W4/0	07-09-014-14W4	Abandoned	MANITOK ENERGY INC.	100.0000
W0141035	00/03-05-074-04W5/2 00/06-05-074-04W5/3	06-05-074-04W5	Abandoned	MANITOK ENERGY INC.	100.0000
W0141418	00/09-34-009-13W4/0	09-34-009-13W4	Abandoned	MANITOK ENERGY INC.	100.0000
W0143574	00/08-34-009-13W4/0 00/08-34-009-13W4/2	08-34-009-13W4	Abandoned	MANITOK ENERGY INC.	100.0000
W0143755	00/01-04-014-14W4/0	01-04-014-14W4	Abandoned	MANITOK ENERGY INC.	100.0000
W0144570	00/03-30-028-05W4/0	03-30-028-05W4	Abandoned	MANITOK ENERGY INC.	100.0000
W0146686	00/10-12-066-14W4/0	10-12-066-14W4	Abandoned	MANITOK ENERGY INC.	100.0000
W0146972	02/10-36-080-11W6/0	10-36-080-11W6	Abandoned	MANITOK ENERGY INC.	100.0000
W0153234	00/12-23-010-13W4/0	12-23-010-13W4	Abandoned	MANITOK ENERGY INC.	100.0000
W0153500	00/14-10-011-13W4/0	14-10-011-13W4	Abandoned	MANITOK ENERGY INC.	100.0000
W0154619	00/08-18-010-12W4/0	08-18-010-12W4	Abandoned	MANITOK ENERGY INC.	100.0000
W0155130	00/08-17-026-05W5/0	02-17-026-05W5	Suspension	MANITOK ENERGY INC.	100.0000
W0156642	00/14-23-010-13W4/0	14-23-010-13W4	Abandoned	MANITOK ENERGY INC.	100.0000
W0158140	00/13-23-010-13W4/0	13-23-010-13W4	Suspension	MANITOK ENERGY INC.	100.0000
W0158141	00/11-23-010-13W4/0 02/12-23-010-13W4/2	11-23-010-13W4	Abandoned	MANITOK ENERGY INC.	100.0000
W0158142	00/05-23-010-13W4/0	05-23-010-13W4	Abandoned	MANITOK ENERGY INC.	100.0000
W0158352	02/16-34-009-13W4/0	16-34-009-13W4	Abandoned	MANITOK ENERGY INC.	100.0000
W0159583	00/16-22-074-04W5/0	16-22-074-04W5	Abandoned	MANITOK ENERGY INC.	100.0000
W0160128	02/09-34-009-13W4/0 02/09-34-009-13W4/2	09-34-009-13W4	Abandoned	MANITOK ENERGY INC.	100.0000
W0160707	00/01-34-023-23W4/0	01-34-023-23W4	Suspension	MANITOK ENERGY INC.	100.0000
W0160770	00/06-35-079-09W6/0	06-35-079-09W6	Suspension	MANITOK ENERGY INC.	100.0000
W0161176	00/04-24-028-21W4/0	04-24-028-21W4	Suspension	MANITOK ENERGY INC.	100.0000

Licence No	UWI	Surface Location	Status	Working Interest Participants	WIP interest
W0161394	00/06-27-074-04W5/0	06-27-074-04W5	Abandoned	MANITOK ENERGY INC.	100.0000
W0161448	00/11-27-023-23W4/0	11-27-023-23W4	Abandoned	MANITOK ENERGY INC.	100.0000
W0161465	00/16-31-079-09W6/0	16-31-079-09W6	Suspension	MANITOK ENERGY INC.	100.0000
W0162282	00/10-04-075-03W5/0	10-04-075-03W5	Issued	MANITOK ENERGY INC.	100.0000
W0163219	00/14-32-079-09W6/0	14-32-079-09W6	Suspension	MANITOK ENERGY INC.	100.0000
W0164649	00/15-33-012-15W4/0	15-33-012-15W4	Suspension	MANITOK ENERGY INC.	100.0000
W0165639	02/14-09-011-13W4/0	14-09-011-13W4	Suspension	MANITOK ENERGY INC.	100.0000
W0166017	02/14-04-011-13W4/0	14-04-011-13W4	Abandoned	MANITOK ENERGY INC.	100.0000
W0166167	W0/05-03-011-13W4/0	09-04-011-13W4	Suspension	MANITOK ENERGY INC.	100.0000
W0167062	00/06-05-080-09W6/0	06-05-080-09W6	Suspension	MANITOK ENERGY INC.	100.0000
W0167089	02/03-16-011-13W4/0	03-16-011-13W4	Abandoned	MANITOK ENERGY INC.	100.0000
W0167435	00/09-21-074-04W5/0 00/09-21-074-04W5/2	09-21-074-04W5	Abandoned	MANITOK ENERGY INC.	100.0000
W0167493	00/07-09-075-03W5/0	07-09-075-03W5	Abandoned	MANITOK ENERGY INC.	100.0000
W0167517	00/07-26-074-04W5/0	07-26-074-04W5	Abandoned	MANITOK ENERGY INC.	100.0000
W0169407	00/05-35-076-05W5/0	05-35-076-05W5	Abandoned	MANITOK ENERGY INC.	100.0000
W0169672	02/01-23-028-21W4/2 03/07-23-028-21W4/0	08-23-028-21W4	Suspension	MANITOK ENERGY INC.	100.0000
W0169812	00/05-24-028-21W4/0	08-23-028-21W4	Suspension	MANITOK ENERGY INC.	100.0000
W0170286	00/14-13-028-21W4/0	14-13-028-21W4	Suspension	MANITOK ENERGY INC.	100.0000
W0170287	00/13-13-028-21W4/0	14-13-028-21W4	Suspension	MANITOK ENERGY INC.	100.0000
W0170466	00/06-08-081-09W6/0	06-08-081-09W6	Abandoned	MANITOK ENERGY INC.	100.0000
W0170520	00/04-17-085-11W6/0 00/04-17-085-11W6/2	04-17-085-11W6	Abandoned	MANITOK ENERGY INC.	100.0000
W0170975	00/15-08-081-07W6/0	15-08-081-07W6	Abandoned	MANITOK ENERGY INC.	100.0000
W0173302	00/07-08-075-03W5/0	07-08-075-03W5	Abandoned	MANITOK ENERGY INC.	100.0000
W0174161	00/01-12-028-21W4/0	01-12-028-21W4	Suspension	MANITOK ENERGY INC.	100.0000
W0174174	00/01-25-028-21W4/0	16-24-028-21W4	Abandoned	MANITOK ENERGY INC.	100.0000
W0176262	00/15-14-028-21W4/0 02/16-14-028-21W4/2	14-14-028-21W4	Suspension	MANITOK ENERGY INC.	100.0000
W0176263	00/11-13-028-21W4/0 03/06-13-028-21W4/2	09-14-028-21W4	Suspension	MANITOK ENERGY INC.	100.0000
W0176440	00/16-14-028-21W4/0	09-14-028-21W4	Suspension	MANITOK ENERGY INC.	100.0000
W0178202	00/06-07-028-20W4/0	12-07-028-20W4	Suspension	MANITOK ENERGY INC.	100.0000
W0178203	00/12-07-028-20W4/0	12-07-028-20W4	Suspension	MANITOK ENERGY INC.	100.0000
W0178204	00/08-12-028-21W4/0	12-07-028-20W4	Suspension	MANITOK ENERGY INC.	100.0000
W0179421	02/06-23-010-13W4/0	06-23-010-13W4	Suspension	MANITOK ENERGY INC.	100.0000
W0179469	00/10-35-027-23W4/0	10-35-027-23W4	Issued	MANITOK ENERGY INC.	100.0000
W0179565	03/12-23-010-13W4/0	12-23-010-13W4	Abandoned	MANITOK ENERGY INC.	100.0000
W0179596	02/14-23-010-13W4/0	14-23-010-13W4	Abandoned	MANITOK ENERGY INC.	100.0000
W0180371	00/04-16-023-23W4/0	16-08-023-23W4	Abandoned	MANITOK ENERGY INC.	100.0000
W0182027	00/02-07-028-20W4/0	02-07-028-20W4	Suspension	MANITOK ENERGY INC.	100.0000
W0182914	00/10-21-069-15W4/0	10-21-069-15W4	Suspension	MANITOK ENERGY INC.	100.0000
W0182915	00/09-22-069-15W4/0	09-22-069-15W4	Issued	MANITOK ENERGY INC.	100.0000

Licence No	UWI	Surface Location	Status	Working Interest Participants	WIP interest
W0183068	S0/03-01-028-22W4/0	15-36-027-22W4	Suspension	MANITOK ENERGY INC.	100.0000
W0183804	00/05-02-028-22W4/0	05-02-028-22W4	Suspension	MANITOK ENERGY INC.	100.0000
W0185380	02/06-04-001-11W4/0	06-04-001-11W4	Abandoned	MANITOK ENERGY INC.	100.0000
W0185759	00/13-12-028-21W4/0	11-12-028-21W4	Suspension	MANITOK ENERGY INC.	100.0000
W0185760	02/11-12-028-21W4/0	11-12-028-21W4	Suspension	MANITOK ENERGY INC.	100.0000
W0186177	00/11-30-029-06W4/0	11-30-029-06W4	Abandoned	MANITOK ENERGY INC.	100.0000
W0191675	02/06-09-011-13W4/0	06-09-011-13W4	Abandoned	MANITOK ENERGY INC.	100.0000
W0191978	00/11-23-069-15W4/0	11-23-069-15W4	Suspension	MANITOK ENERGY INC.	100.0000
W0191995	00/11-21-069-15W4/0	11-21-069-15W4	Abandoned	MANITOK ENERGY INC.	100.0000
W0193874	00/06-16-075-03W5/0	06-16-075-03W5	Abandoned	MANITOK ENERGY INC.	100.0000
W0193875	00/08-15-075-03W5/0	08-15-075-03W5	Abandoned	MANITOK ENERGY INC.	100.0000
W0196169	00/01-24-009-12W4/0	01-24-009-12W4	Abandoned	NEO EXPLORATION INC.	30.0000
W0196169	00/01-24-009-12W4/0	01-24-009-12W4	Abandoned	MANITOK ENERGY INC.	70.0000
W0196938	00/15-21-026-02W4/0	15-21-026-02W4	Abandoned	MANITOK ENERGY INC.	100.0000
W0201304	03/14-23-010-13W4/0	14-23-010-13W4	Abandoned	MANITOK ENERGY INC.	100.0000
W0201679	04/12-23-010-13W4/0	12-23-010-13W4	Abandoned	MANITOK ENERGY INC.	100.0000
W0201742	00/11-09-011-13W4/0	11-09-011-13W4	Suspension	MANITOK ENERGY INC.	100.0000
W0202387	00/16-30-079-10W6/0	16-30-079-10W6	Abandoned	MANITOK ENERGY INC.	100.0000
W0204554	00/16-18-016-22W4/0	16-18-016-22W4	Abandoned	MANITOK ENERGY INC.	100.0000
W0204915	00/08-05-029-05W5/0	01-05-029-05W5	Suspension	MANITOK ENERGY INC.	100.0000
W0205032	00/11-22-026-02W4/0	11-22-026-02W4	Abandoned	MANITOK ENERGY INC.	100.0000
W0206031	00/11-08-014-22W4/0	11-08-014-22W4	Abandoned	MANITOK ENERGY INC.	100.0000
W0206123	00/02-31-024-27W4/0	14-30-024-27W4	Abandoned	MANITOK ENERGY INC.	100.0000
W0206408	00/06-18-053-05W4/0	06-18-053-05W4	Issued	MANITOK ENERGY INC.	100.0000
W0208163	02/11-08-014-22W4/0	11-08-014-22W4	Abandoned	MANITOK ENERGY INC.	100.0000
W0208712	00/09-15-069-15W4/0 00/09-15-069-15W4/2	09-15-069-15W4	Abandoned	MANITOK ENERGY INC.	100.0000
W0208805	00/05-15-069-15W4/0	12-15-069-15W4	Issued	MANITOK ENERGY INC.	100.0000
W0209883	00/03-27-009-13W4/0	03-27-009-13W4	Abandoned	MANITOK ENERGY INC.	100.0000
W0211930	00/15-01-069-15W4/0	15-01-069-15W4	Suspension	MANITOK ENERGY INC.	100.0000
W0212170	00/03-14-069-15W4/0	03-14-069-15W4	Issued	MANITOK ENERGY INC.	100.0000
W0212288	00/13-05-070-15W4/0	13-05-070-15W4	Suspension	MANITOK ENERGY INC.	100.0000
W0212349	00/07-33-028-21W4/0	12-34-028-21W4	Suspension	MANITOK ENERGY INC.	100.0000
W0212683	00/09-26-027-21W4/0	09-26-027-21W4	Suspension	MANITOK ENERGY INC.	100.0000
W0216138	00/01-27-028-05W5/0	01-27-028-05W5	Abandoned	MANITOK ENERGY INC.	100.0000
W0217111	00/08-28-066-17W4/0	08-28-066-17W4	Issued	MANITOK ENERGY INC.	100.0000
W0217267	02/10-21-066-17W4/0	10-21-066-17W4	Issued	MANITOK ENERGY INC.	100.0000
W0217748	00/02-27-009-13W4/0	02-27-009-13W4	Abandoned	MANITOK ENERGY INC.	100.0000
W0218311	00/14-11-094-01W6/0	14-11-094-01W6	Issued	MANITOK ENERGY INC.	100.0000
W0218697	00/04-10-049-18W5/2 00/06-10-049-18W5/0	06-10-049-18W5	Abandoned	MANITOK ENERGY INC.	100.0000
W0218715	00/16-13-029-06W5/0	10-13-029-06W5	Suspension	MANITOK ENERGY INC.	100.0000
W0220012	02/07-09-029-21W4/0	06-09-029-21W4	Suspension	MANITOK ENERGY INC.	100.0000

Licence No	UWI	Surface Location	Status	Working Interest Participants	WIP interest
W0220747	00/08-18-066-17W4/0	08-18-066-17W4	Issued	MANITOK ENERGY INC.	100.0000
W0220748	00/08-31-066-17W4/0	05-32-066-17W4	Issued	MANITOK ENERGY INC.	100.0000
W0221128	00/10-08-075-04W5/0	10-08-075-04W5	Abandoned	MANITOK ENERGY INC.	100.0000
W0222860	02/10-22-008-10W4/0	10-22-008-10W4	Abandoned	UNKOWN	72.250005
W0222860	02/10-22-008-10W4/0	10-22-008-10W4	Abandoned	MANITOK ENERGY INC.	27.749995
W0224370	00/11-16-075-04W5/0	10-16-075-04W5	Abandoned	MANITOK ENERGY INC.	100.0000
W0225631	00/13-16-027-27W4/2 00/16-16-027-27W4/0	16-16-027-27W4	Suspension	MANITOK ENERGY INC.	100.0000
W0226452	00/13-06-031-08W5/0 00/13-06-031-08W5/2	01-12-031-09W5	Suspension	MANITOK ENERGY INC.	100.0000
W0227458	00/02-14-029-06W5/0	03-14-029-06W5	Suspension	MANITOK ENERGY INC.	100.0000
W0227510	00/13-26-001-15W4/0	13-26-001-15W4	Abandoned	MANITOK ENERGY INC.	100.0000
W0228349	00/08-16-075-04W5/0	08-16-075-04W5	Abandoned	MANITOK ENERGY INC.	100.0000
W0228351	02/10-08-075-04W5/0	10-08-075-04W5	Abandoned	MANITOK ENERGY INC.	100.0000
W0228539	02/10-07-066-17W4/0	10-07-066-17W4	Issued	MANITOK ENERGY INC.	100.0000
W0229091	00/06-18-009-11W4/0	06-18-009-11W4	Abandoned	NEO EXPLORATION INC.	17.5000
W0229091	00/06-18-009-11W4/0	06-18-009-11W4	Abandoned	MANITOK ENERGY INC.	82.5000
W0232759	00/13-25-066-18W4/0	14-25-066-18W4	Amended	MANITOK ENERGY INC.	100.0000
W0233517	00/05-11-074-04W5/0	12-11-074-04W5	Abandoned	MANITOK ENERGY INC.	100.0000
W0234383	00/12-09-040-13W4/0	12-09-040-13W4	Abandoned	MANITOK ENERGY INC.	100.0000
W0235567	00/14-33-039-14W4/0	14-33-039-14W4	Abandoned	MANITOK ENERGY INC.	100.0000
W0237124	00/08-16-074-04W5/0	08-16-074-04W5	Abandoned	MANITOK ENERGY INC.	100.0000
W0237436	00/09-08-074-04W5/0	09-08-074-04W5	Abandoned	MANITOK ENERGY INC.	100.0000
W0237771	00/05-10-028-22W4/0	05-10-028-22W4	Issued	MANITOK ENERGY INC.	100.0000
W0239435	00/15-17-034-13W4/0	16-17-034-13W4	Abandoned	MANITOK ENERGY INC.	100.0000
W0239470	00/11-22-074-04W5/0	11-22-074-04W5	Abandoned	MANITOK ENERGY INC.	100.0000
W0239561	00/12-09-011-13W4/0	12-09-011-13W4	Suspension	MANITOK ENERGY INC.	100.0000
W0239865	00/16-30-066-17W4/0	16-30-066-17W4	Issued	MANITOK ENERGY INC.	100.0000
W0240117	00/09-28-009-12W4/0	09-28-009-12W4	Abandoned	MANITOK ENERGY INC.	100.0000
W0240906	02/04-33-008-07W4/0	04-33-008-07W4	Abandoned	TUSCANY ENERGY LTD.	50.0000
W0240906	02/04-33-008-07W4/0	04-33-008-07W4	Abandoned	MANITOK ENERGY INC.	50.0000
W0243117	00/16-35-082-10W6/0	16-35-082-10W6	Abandoned	MANITOK ENERGY INC.	100.0000
W0243206	00/12-05-081-07W6/0	12-05-081-07W6	Abandoned	MANITOK ENERGY INC.	100.0000
W0243589	00/05-19-009-11W4/0	05-19-009-11W4	Abandoned	NEO EXPLORATION INC.	35.0000
W0243589	00/05-19-009-11W4/0	05-19-009-11W4	Abandoned	MANITOK ENERGY INC.	65.0000
W0244521	00/03-08-027-27W4/0	05-08-027-27W4	Abandoned	MANITOK ENERGY INC.	100.0000
W0245847	00/14-22-074-04W5/0	14-22-074-04W5	Abandoned	MANITOK ENERGY INC.	100.0000
W0246303	00/07-07-075-03W5/0	08-07-075-03W5	Abandoned	MANITOK ENERGY INC.	100.0000
W0246305	02/06-16-075-03W5/0	06-16-075-03W5	Abandoned	MANITOK ENERGY INC.	100.0000
W0248159	02/07-02-083-10W6/0	07-02-083-10W6	Abandoned	MANITOK ENERGY INC.	100.0000
W0249110	00/03-25-009-12W4/0	03-25-009-12W4	Abandoned	MANITOK ENERGY INC.	100.0000
W0249440	00/09-04-010-11W4/0	09-04-010-11W4	Abandoned	NEO EXPLORATION	35.0000

Licence No	UWI	Surface Location	Status	Working Interest Participants	WIP interest
				INC.	
W0249440	00/09-04-010-11W4/0	09-04-010-11W4	Abandoned	MANITOK ENERGY INC.	65.0000
W0249448	00/07-08-093-11W5/0	07-08-093-11W5	Abandoned	MANITOK ENERGY INC.	100.0000
W0249497	00/10-10-094-12W5/0	10-10-094-12W5	Abandoned	MANITOK ENERGY INC.	100.0000
W0249799	00/16-11-012-10W4/0	16-11-012-10W4	Suspension	MANITOK ENERGY INC.	100.0000
W0250586	00/03-09-029-21W4/0	06-09-029-21W4	Amended	MANITOK ENERGY INC.	100.0000
W0250681	00/05-01-074-04W5/0	05-01-074-04W5	Abandoned	MANITOK ENERGY INC.	100.0000
W0251089	00/09-35-082-10W6/0	09-35-082-10W6	Abandoned	MANITOK ENERGY INC.	100.0000
W0252897	00/13-09-011-13W4/0	13-09-011-13W4	Abandoned	MANITOK ENERGY INC.	100.0000
W0253646	02/08-16-011-13W4/0	08-16-011-13W4	Suspension	MANITOK ENERGY INC.	100.0000
W0253665	02/02-16-011-13W4/0	02-16-011-13W4	Abandoned	MANITOK ENERGY INC.	100.0000
W0254854	00/16-25-079-06W6/0	09-25-079-06W6	Abandoned	MANITOK ENERGY INC.	100.0000
W0255582	00/12-09-026-21W4/0	14-09-026-21W4	Suspension	MANITOK ENERGY INC.	100.0000
W0255897	00/14-27-074-04W5/0	11-27-074-04W5	Abandoned	MANITOK ENERGY INC.	100.0000
W0256509	00/04-34-009-11W4/0	04-34-009-11W4	Abandoned	MANITOK ENERGY INC.	100.0000
W0259536	00/01-31-037-21W4/0	01-31-037-21W4	Issued	MANITOK ENERGY INC.	100.0000
W0260298	00/04-13-028-21W4/0	13-12-028-21W4	Suspension	MANITOK ENERGY INC.	100.0000
W0261128	00/08-09-029-21W4/0	07-09-029-21W4	Suspension	MANITOK ENERGY INC.	100.0000
W0261506	00/04-16-028-27W4/2 00/12-16-028-27W4/0	12-16-028-27W4	Suspension	MANITOK ENERGY INC.	100.0000
W0261897	00/14-19-072-07W5/0	14-19-072-07W5	Abandoned	MANITOK ENERGY INC.	100.0000
W0262254	00/05-34-012-04W4/0	05-34-012-04W4	Abandoned	MANITOK ENERGY INC.	100.0000
W0263552	00/09-07-028-20W4/0	09-07-028-20W4	Suspension	MANITOK ENERGY INC.	100.0000
W0265570	00/04-36-087-08W5/2	04-36-087-08W5	Issued	MANITOK ENERGY INC.	100.0000
W0267842	02/10-36-087-08W5/0	10-36-087-08W5	Amended	MANITOK ENERGY INC.	100.0000
W0268164	00/10-29-074-04W5/0	10-29-074-04W5	Suspension	MANITOK ENERGY INC.	100.0000
W0268548	00/09-27-024-28W4/0	03-35-024-28W4	Suspension	MANITOK ENERGY INC.	100.0000
W0268594	00/02-06-079-07W6/0	02-06-079-07W6	Abandoned	MANITOK ENERGY INC.	100.0000
W0268706	00/01-34-024-28W4/0	03-35-024-28W4	Suspension	MANITOK ENERGY INC.	100.0000
W0272519	00/13-29-037-21W4/2	13-29-037-21W4	Issued	MANITOK ENERGY INC.	100.0000
W0273681	F1/04-07-001-10W4/3	04-07-001-10W4	Suspension	MANITOK ENERGY INC.	100.0000
W0278795	00/07-03-075-05W5/0 00/07-03-075-05W5/2	06-03-075-05W5	Abandoned	MANITOK ENERGY INC.	100.0000
W0281624	00/10-10-028-22W4/0	10-10-028-22W4	Suspension	MANITOK ENERGY INC.	100.0000
W0282978	00/06-32-085-11W6/0	06-32-085-11W6	Abandoned	MANITOK ENERGY INC.	100.0000
W0282979	00/10-30-085-11W6/0	10-30-085-11W6	Issued	MANITOK ENERGY INC.	100.0000
W0283152	00/16-06-008-08W4/0	16-06-008-08W4	Abandoned	MANITOK ENERGY INC.	100.0000
W0284389	00/05-08-001-10W4/0	04-08-001-10W4	Issued	MANITOK ENERGY INC.	100.0000
W0287356	00/07-27-009-13W4/0	14-22-009-13W4	Abandoned	MANITOK ENERGY INC.	100.0000
W0289242	02/06-04-095-01W6/0	06-04-095-01W6	Suspension	MANITOK ENERGY INC.	100.0000
W0290668	00/10-25-028-22W4/0	10-25-028-22W4	Suspension	MANITOK ENERGY INC.	100.0000
W0292102	00/15-29-037-21W4/0	14-29-037-21W4	Issued	MANITOK ENERGY INC.	100.0000
W0292426	00/16-11-028-21W4/0	16-11-028-21W4	Suspension	MANITOK ENERGY INC.	100.0000
W0292534	00/07-14-028-21W4/0	06-14-028-21W4	Suspension	MANITOK ENERGY INC.	100.0000



Licence No	UWI	Surface Location	Status	Working Interest Participants	WIP interest
W0296128	00/14-11-076-21W5/0	14-11-076-21W5	Abandoned	MANITOK ENERGY INC.	100.0000
W0299252	00/06-11-069-15W4/0	06-11-069-15W4	Suspension	MANITOK ENERGY INC.	100.0000
W0299440	00/16-15-086-11W6/0	16-15-086-11W6	Suspension	MANITOK ENERGY INC.	100.0000
W0302325	00/02-03-086-11W6/0	02-03-086-11W6	Issued	MANITOK ENERGY INC.	100.0000
W0303308	02/05-34-028-21W4/0	12-34-028-21W4	Suspension	MANITOK ENERGY INC.	100.0000
W0306219	00/04-22-074-04W5/0	03-22-074-04W5	Abandoned	MANITOK ENERGY INC.	100.0000
W0308711	02/16-27-049-08W5/0	16-27-049-08W5	Suspension	MANITOK ENERGY INC.	100.0000
W0310203	00/11-02-086-11W6/0	11-02-086-11W6	Abandoned	MANITOK ENERGY INC.	100.0000
W0314680	00/01-08-077-04W5/0	01-08-077-04W5	Abandoned	MANITOK ENERGY INC.	100.0000
W0315111	00/15-03-008-10W4/0	15-03-008-10W4	Abandoned	MANITOK ENERGY INC.	100.0000
W0317240	00/15-30-028-27W4/0	03-30-028-27W4	Suspension	MANITOK ENERGY INC.	100.0000
W0318363	00/11-21-074-04W5/0	11-21-074-04W5	Abandoned	MANITOK ENERGY INC.	100.0000
W0318659	00/01-33-066-17W4/0	01-33-066-17W4	Issued	MANITOK ENERGY INC.	100.0000
W0318662	00/12-19-066-17W4/0	12-19-066-17W4	Issued	MANITOK ENERGY INC.	100.0000
W0319402	00/03-36-027-27W4/0 02/09-36-027-27W4/2	16-25-027-27W4	Amended	MANITOK ENERGY INC.	100.0000
W0319403	02/07-25-027-27W4/0 02/14-25-027-27W4/2	16-25-027-27W4	Suspension	MANITOK ENERGY INC.	100.0000
W0319972	00/08-24-074-03W5/0	08-24-074-03W5	Abandoned	MANITOK ENERGY INC.	100.0000
W0319975	00/01-04-077-03W5/0	01-04-077-03W5	Abandoned	MANITOK ENERGY INC.	100.0000
W0321947	00/13-02-077-05W5/0	13-02-077-05W5	Abandoned	MANITOK ENERGY INC.	100.0000
W0322860	00/01-17-074-04W5/0	04-16-074-04W5	Abandoned	MANITOK ENERGY INC.	100.0000
W0322933	00/13-36-073-03W5/0	13-36-073-03W5	Abandoned	MANITOK ENERGY INC.	100.0000
W0322950	00/15-02-080-10W6/0	15-02-080-10W6	Amended	MANITOK ENERGY INC.	100.0000
W0324490	00/16-09-095-01W6/0	16-09-095-01W6	Issued	SYDCO ENERGY INC.	9.615400
W0324490	00/16-09-095-01W6/0	16-09-095-01W6	Issued	MANITOK ENERGY INC.	90.384600
W0324511	00/13-27-095-01W6/0	13-27-095-01W6	Issued	MANITOK ENERGY INC.	100.0000
W0324635	00/13-16-095-01W6/0	13-16-095-01W6	Issued	MANITOK ENERGY INC.	100.0000
W0324970	02/07-08-093-11W5/0	07-08-093-11W5	Abandoned	MANITOK ENERGY INC.	100.0000
W0324986	00/12-13-074-04W5/0	12-13-074-04W5	Abandoned	MANITOK ENERGY INC.	100.0000
W0325198	00/15-02-095-01W6/0	15-02-095-01W6	Suspension	SYDCO ENERGY INC.	7.142857
W0325198	00/15-02-095-01W6/0	15-02-095-01W6	Suspension	MANITOK ENERGY INC.	92.857143
W0328352	00/02-10-086-11W6/0	02-10-086-11W6	Abandoned	MANITOK ENERGY INC.	100.0000
W0332391	00/11-05-081-12W6/0	05-05-081-12W6	Suspension	MANITOK ENERGY INC.	100.0000
W0333408	02/02-10-086-11W6/0	02-10-086-11W6	Amended	MANITOK ENERGY INC.	100.0000
W0333715	00/08-08-074-04W5/0	09-08-074-04W5	Abandoned	MANITOK ENERGY INC.	100.0000
W0338284	02/01-25-064-14W4/0	01-25-064-14W4	Issued	MANITOK ENERGY INC.	100.0000
W0339871	00/15-22-074-04W5/0	14-22-074-04W5	Abandoned	MANITOK ENERGY INC.	100.0000
W0339896	00/07-25-074-04W5/0	07-25-074-04W5	Issued	MANITOK ENERGY INC.	100.0000
W0339905	02/07-26-074-04W5/0	07-26-074-04W5	Abandoned	MANITOK ENERGY INC.	100.0000
W0342952	00/06-33-061-19W4/0	06-33-061-19W4	Abandoned	MANITOK ENERGY INC.	100.0000
W0345966	00/07-03-086-11W6/0	02-03-086-11W6	Issued	MANITOK ENERGY INC.	100.0000
W0348716	00/07-33-095-01W6/0	07-33-095-01W6	Issued	MANITOK ENERGY INC.	100.0000
W0348827	00/12-23-095-01W6/0	12-23-095-01W6	Issued	MANITOK ENERGY INC.	100.0000

Licence No	UWI	Surface Location	Status	Working Interest Participants	WIP interest
W0348888	00/11-14-074-04W5/0	11-14-074-04W5	Abandoned	MANITOK ENERGY INC.	100.0000
W0348890	00/12-05-075-03W5/0	11-05-075-03W5	Abandoned	MANITOK ENERGY INC.	100.0000
W0351050	00/03-08-086-17W5/0	03-08-086-17W5	Abandoned	MANITOK ENERGY INC.	100.0000
W0351120	00/05-14-095-02W6/0	05-14-095-02W6	Abandoned	MANITOK ENERGY INC.	100.0000
W0352306	00/05-36-074-04W5/0	06-36-074-04W5	Abandoned	MANITOK ENERGY INC.	100.0000
W0353344	00/09-25-074-05W5/0	09-25-074-05W5	Abandoned	MANITOK ENERGY INC.	100.0000
W0353570	00/15-07-064-13W4/0	14-07-064-13W4	Amended	MANITOK ENERGY INC.	100.0000
W0357666	00/05-31-055-13W4/0	08-36-055-14W4	Amended	MANITOK ENERGY INC.	100.0000
W0358303	00/09-31-055-12W4/0	09-31-055-12W4	Suspension	MANITOK ENERGY INC.	100.0000
W0358499	02/07-13-056-14W4/0	07-13-056-14W4	Amended	MANITOK ENERGY INC.	100.0000
W0359120	00/15-06-064-13W4/0	02-07-064-13W4	Issued	MANITOK ENERGY INC.	100.0000
W0359559	00/07-16-074-04W5/0	07-16-074-04W5	Abandoned	MANITOK ENERGY INC.	100.0000
W0361468	00/11-01-041-03W5/0	11-01-041-03W5	Suspension	MANITOK ENERGY INC.	100.0000
W0361770	02/14-06-028-20W4/0	14-06-028-20W4	Issued	MANITOK ENERGY INC.	100.0000
W0362217	00/01-04-008-10W4/0	01-04-008-10W4	Issued	MANITOK ENERGY INC.	100.0000
W0362218	00/09-04-008-10W4/0	09-04-008-10W4	Suspension	MANITOK ENERGY INC.	100.0000
W0362656	00/01-07-001-10W4/0	01-07-001-10W4	Suspension	MANITOK ENERGY INC.	100.0000
W0362932	00/03-07-001-10W4/0	03-07-001-10W4	Suspension	MANITOK ENERGY INC.	100.0000
W0365764	00/09-28-066-17W4/0	09-28-066-17W4	Issued	MANITOK ENERGY INC.	100.0000
W0366872	00/03-05-096-01W6/0	07-05-096-01W6	Amended	MANITOK ENERGY INC.	100.0000
W0366910	00/04-35-073-03W5/0	04-35-073-03W5	Issued	MANITOK ENERGY INC.	100.0000
W0367065	00/01-11-094-01W6/0	01-11-094-01W6	Issued	MANITOK ENERGY INC.	100.0000
W0368286	00/03-12-065-15W4/0	03-12-065-15W4	Issued	MANITOK ENERGY INC.	100.0000
W0368307	00/08-21-074-05W5/0	08-21-074-05W5	Issued	MANITOK ENERGY INC.	100.0000
W0371301	00/03-15-067-18W4/0	03-15-067-18W4	Suspension	MANITOK ENERGY INC.	100.0000
W0377280	00/16-27-066-18W4/0	16-27-066-18W4	Issued	MANITOK ENERGY INC.	100.0000
W0377343	00/15-10-067-18W4/0	02-15-067-18W4	Issued	MANITOK ENERGY INC.	100.0000
W0377403	02/11-25-007-15W4/0	11-25-007-15W4	Abandoned	MANITOK ENERGY INC.	100.0000
W0378464	00/01-04-026-21W4/0	01-04-026-21W4	Suspension	MANITOK ENERGY INC.	100.0000
W0380011	00/08-15-067-18W4/0	09-15-067-18W4	Issued	MANITOK ENERGY INC.	100.0000
W0380759	00/09-20-066-17W4/0	09-20-066-17W4	Abandoned	MANITOK ENERGY INC.	100.0000
W0380935	00/12-25-007-15W4/0	12-25-007-15W4	Suspension	MANITOK ENERGY INC.	100.0000
W0381625	00/08-26-007-15W4/0	08-26-007-15W4	Suspension	MANITOK ENERGY INC.	100.0000
W0382209	00/12-03-067-13W4/0	11-03-067-13W4	Issued	MANITOK ENERGY INC.	100.0000
W0383238	00/02-11-027-27W4/0 02/03-11-027-27W4/2	04-11-027-27W4	Abandoned	MANITOK ENERGY INC.	100.0000
W0383392	00/04-03-094-25W5/0	04-03-094-25W5	Abandoned	MANITOK ENERGY INC.	100.0000
W0383435	00/10-04-095-25W5/0	10-04-095-25W5	Amended	MANITOK ENERGY INC.	100.0000
W0383535	00/05-01-041-03W5/0	05-01-041-03W5	Suspension	MANITOK ENERGY INC.	100.0000
W0384413	00/11-09-086-11W6/0	11-09-086-11W6	Abandoned	MANITOK ENERGY INC.	100.0000
W0384466	00/02-15-086-12W6/0	07-15-086-12W6	Abandoned	MANITOK ENERGY INC.	100.0000
W0384969	00/14-22-095-01W6/0 00/14-22-095-01W6/2	14-22-095-01W6	Suspension	MANITOK ENERGY INC.	100.0000
W0385004	00/15-21-095-01W6/0	15-21-095-01W6	Issued	MANITOK ENERGY INC.	100.0000

Licence No	UWI	Surface Location	Status	Working Interest Participants	WIP interest
W0385557	00/08-36-055-14W4/0	08-36-055-14W4	Amended	MANITOK ENERGY INC.	100.0000
W0385985	00/04-33-095-01W6/0	04-33-095-01W6	Issued	MANITOK ENERGY INC.	100.0000
W0390459	00/02-24-086-11W6/0	02-24-086-11W6	Issued	MANITOK ENERGY INC.	100.0000
W0390973	00/09-18-025-21W4/0	08-18-025-21W4	Suspension	MANITOK ENERGY INC.	100.0000
W0391567	00/01-14-069-15W4/0	01-14-069-15W4	Issued	MANITOK ENERGY INC.	100.0000
W0392681	00/15-24-027-22W4/0	15-24-027-22W4	Suspension	MANITOK ENERGY INC.	100.0000
W0392682	02/02-24-086-11W6/0	02-24-086-11W6	Abandoned	MANITOK ENERGY INC.	100.0000
W0394334	00/01-15-086-11W6/0	01-15-086-11W6	Abandoned	MANITOK ENERGY INC.	100.0000
W0395242	00/03-13-067-13W4/0	03-13-067-13W4	Suspension	MANITOK ENERGY INC.	100.0000
W0396086	00/02-28-024-21W4/0	02-28-024-21W4	Suspension	MANITOK ENERGY INC.	100.0000
W0397231	00/09-17-066-17W4/0	09-17-066-17W4	Issued	MANITOK ENERGY INC.	100.0000
W0397478	00/08-26-007-14W4/0	08-26-007-14W4	Suspension	MANITOK ENERGY INC.	100.0000
W0398688	00/14-32-066-13W4/0	14-32-066-13W4	Issued	MANITOK ENERGY INC.	100.0000
W0399467	00/14-27-027-22W4/0	14-27-027-22W4	Suspension	MANITOK ENERGY INC.	100.0000
W0399909	00/14-23-086-13W6/0	14-23-086-13W6	Issued	MANITOK ENERGY INC.	100.0000
W0400115	00/10-13-028-22W4/0	10-13-028-22W4	Suspension	MANITOK ENERGY INC.	100.0000
W0400255	00/03-12-028-22W4/0	04-12-028-22W4	Issued	MANITOK ENERGY INC.	100.0000
W0400300	00/16-05-067-13W4/0	01-08-067-13W4	Suspension	MANITOK ENERGY INC.	100.0000
W0400393	02/15-34-081-12W6/0	15-34-081-12W6	Suspension	MANITOK ENERGY INC.	100.0000
W0400738	00/04-30-079-10W6/0	04-30-079-10W6	Suspension	MANITOK ENERGY INC.	100.0000
W0400857	02/11-03-067-13W4/0	11-03-067-13W4	Amended	MANITOK ENERGY INC.	100.0000
W0401671	00/01-05-081-09W6/0	01-05-081-09W6	Issued	MANITOK ENERGY INC.	100.0000
W0403224	00/05-30-025-21W4/0	05-30-025-21W4	Suspension	MANITOK ENERGY INC.	100.0000
W0404620	00/06-01-065-15W4/0	06-01-065-15W4	Issued	MANITOK ENERGY INC.	100.0000
W0407153	00/03-26-079-05W5/0	03-26-079-05W5	Issued	MANITOK ENERGY INC.	100.0000
W0412356	00/04-04-050-01W4/0	12-04-050-01W4	Abandoned	MANITOK ENERGY INC.	100.0000
W0412491	02/13-19-023-25W4/0	13-19-023-25W4	Issued	MANITOK ENERGY INC.	100.0000
W0414549	00/05-19-079-09W6/0	05-19-079-09W6	Suspension	MANITOK ENERGY INC.	100.0000
W0415316	00/04-23-063-21W4/0	04-23-063-21W4	Abandoned	MANITOK ENERGY INC.	100.0000
W0415892	03/10-27-014-08W4/0	10-27-014-08W4	Abandoned	MANITOK ENERGY INC.	100.0000
W0416850	02/14-24-028-22W4/0	14-24-028-22W4	Suspension	MANITOK ENERGY INC.	100.0000
W0417167	00/13-29-028-20W4/0	13-29-028-20W4	Abandoned	MANITOK ENERGY INC.	100.0000
W0419025	00/16-02-080-10W6/0	16-02-080-10W6	Suspension	MANITOK ENERGY INC.	100.0000
W0421179	00/05-21-025-23W4/0	05-21-025-23W4	Suspension	MANITOK ENERGY INC.	100.0000
W0436776	03/14-34-049-08W5/2 03/16-27-049-08W5/0	16-27-049-08W5	Suspension	MANITOK ENERGY INC.	100.0000
W0437959	02/03-02-028-22W4/0	14-35-027-22W4	Suspension	MANITOK ENERGY INC.	100.0000
W0444100	00/03-34-027-22W4/0	15-27-027-22W4	Suspension	MANITOK ENERGY INC.	100.0000
W0446819	03/13-27-027-22W4/0	16-28-027-22W4	Suspension	MANITOK ENERGY INC.	100.0000
W0446825	02/16-28-027-22W4/0	16-28-027-22W4	Suspension	MANITOK ENERGY INC.	100.0000
W0449640	02/07-07-028-20W4/0	10-06-028-20W4	Suspension	MANITOK ENERGY INC.	100.0000
W0449641	03/02-12-028-21W4/0	10-06-028-20W4	Suspension	MANITOK ENERGY INC.	100.0000
W0449945	02/06-33-027-21W4/0	06-28-027-21W4	Suspension	MANITOK ENERGY INC.	100.0000

Licence No	UWI	Surface Location	Status	Working Interest Participants	WIP interest
W0451949	00/04-12-028-22W4/0	04-12-028-22W4	Suspension	MANITOK ENERGY INC.	100.0000
W0453264	02/02-34-027-22W4/0	15-27-027-22W4	Suspension	MANITOK ENERGY INC.	100.0000
W0453279	03/02-33-027-22W4/0	01-33-027-22W4	Suspension	MANITOK ENERGY INC.	100.0000
W0454732	00/10-01-028-21W4/0	10-06-028-20W4	Suspension	MANITOK ENERGY INC.	100.0000
W0454979	02/09-18-025-21W4/0	08-18-025-21W4	Suspension	MANITOK ENERGY INC.	100.0000
W0455188	03/12-35-027-22W4/0	13-35-027-22W4	Suspension	MANITOK ENERGY INC.	100.0000
W0455189	03/14-35-027-22W4/0	13-35-027-22W4	Suspension	MANITOK ENERGY INC.	100.0000
W0455192	02/08-34-027-22W4/0	15-27-027-22W4	Suspension	MANITOK ENERGY INC.	100.0000
W0458544	00/01-26-023-22W4/0	16-23-023-22W4	Abandoned	MANITOK ENERGY INC.	100.0000
W0458662	00/12-28-022-21W4/0	08-29-022-21W4	Abandoned	MANITOK ENERGY INC.	100.0000
W0458762	00/07-35-022-22W4/0	06-35-022-22W4	Abandoned	MANITOK ENERGY INC.	100.0000
W0458879	00/09-12-024-23W4/0	07-12-024-23W4	Abandoned	MANITOK ENERGY INC.	100.0000
W0458958	03/10-13-028-22W4/0	11-24-028-22W4	Suspension	MANITOK ENERGY INC.	100.0000
W0459021	00/02-21-022-21W4/0	07-21-022-21W4	Abandoned	MANITOK ENERGY INC.	100.0000
W0459735	00/10-30-022-21W4/0	10-30-022-21W4	Abandoned	MANITOK ENERGY INC.	100.0000
W0459776	00/09-01-021-04W5/0 00/09-01-021-04W5/2 00/16-01-021-04W5/3	16-36-020-04W5	Suspension	MANITOK ENERGY INC.	100.0000
W0460069	00/02-19-025-21W4/0	08-18-025-21W4	Suspension	MANITOK ENERGY INC.	100.0000
W0462067	00/15-30-042-15W5/0	03-30-042-15W5	Suspension	MANITOK ENERGY INC.	100.0000
W0462068	02/15-30-042-15W5/0	03-30-042-15 W5	Suspension	MANITOK ENERGY INC.	100.0000
W0464927	00/03-12-028-23W4/0	03-12-028-23W4	Abandoned	MANITOK ENERGY INC.	100.0000
W0465053	02/06-16-028-24W4/0	06-16-028-24W4	Suspension	MANITOK ENERGY INC.	100.0000
W0465189	00/08-02-028-25W4/0	08-02-028-25W4	Abandoned	MANITOK ENERGY INC.	100.0000
W0465190	00/11-36-028-24W4/0	12-36-028-24W4	Abandoned	MANITOK ENERGY INC.	100.0000
W0465771	00/05-21-025-24W4/0	04-28-025-24W4	Suspension	MANITOK ENERGY INC.	100.0000
W0466010	02/09-07-049-07W5/0	09-12-049-08W5	Suspension	MANITOK ENERGY INC.	100.0000
W0469869	02/05-21-025-24W4/0	04-28-025-24W4	Suspension	MANITOK ENERGY INC.	100.0000
W0470397	02/11-20-025-24W4/0	13-17-025-24W4	Suspension	MANITOK ENERGY INC.	100.0000

Table 2 – Facility List

Licence No	Surface Location	Status
F1389	04-03-014-14W4	Abandoned
F15403	04-31-074-03W5	Abandoned
F15405	09-21-074-04W5	Abandoned
F15406	02-28-074-04W5	Amended
F16433	11-26-079-09W6	Amended
F20155	05-05-070-15W4	Amended
F21763	16-34-009-13W4	Issued

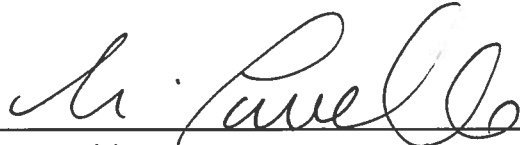
F21943	08-04-011-13W4	Issued
F21956	14-04-011-13W4	Issued
F21985	06-09-011-13W4	Issued
F22001	15-33-012-15W4	Issued
F22726	11-03-067-13W4	Amended
F22727	08-32-067-17W4	Issued
F23640	11-06-070-15W4	Issued
F26865	08-34-009-13W4	Abandoned
F27212	12-16-028-27W4	Issued
F27777	10-21-066-17W4	Abandoned
F293	03-27-009-13W4	Abandoned
F294	08-34-009-13W4	Abandoned
F30293	11-32-066-17W4	Abandoned
F30726	10-36-087-08W5	Issued
F34410	02-03-086-11W6	Issued
F34794	11-05-081-12W6	Issued
F35078	11-04-011-13W4	Abandoned
F35553	01-25-064-14W4	Abandoned
F35860	06-33-061-19W4	Abandoned
F35894	15-19-079-09W6	Issued
F36459	14-07-064-13W4	Abandoned
F36619	06-18-053-05W4	Abandoned
F36727	10-28-059-24W4	Issued
F37032	01-33-066-17W4	Abandoned
F37206	05-32-066-17W4	Abandoned
F37426	08-36-055-14W4	Issued
F37449	09-28-066-17W4	Issued
F37530	12-20-079-09W6	Amended
F37750	03-15-067-18W4	Abandoned
F37798	02-01-095-01W6	Issued
F38366	07-21-095-01W6	Abandoned
F38394	16-27-066-18W4	Abandoned
F38397	02-15-067-18W4	Abandoned
F38509	11-25-007-15W4	Issued
F38622	09-20-066-17W4	Abandoned
F38670	12-25-007-15W4	Issued
F38836	07-13-056-14W4	Issued
F38982	03-12-065-15W4	Abandoned
F39151	01-14-069-15W4	Issued
F39551	01-17-054-20W4	Issued
F39988	08-28-060-26W4	Issued
F39997	08-26-007-14W4	Issued
F40523	06-01-065-15W4	Issued
F41382	04-23-063-21W4	Abandoned
F45615	10-06-028-20W4	Amended
F45889	15-27-027-22W4	Issued

F46204	13-35-027-22W4	Issued
F46716	06-35-022-22W4	Issued
F46755	08-18-025-21W4	Issued
F47451	03-30-042-15W5	Amended
F572	02-16-011-13W4	Issued

This is Exhibit "C" referred to in the

Affidavit of Laura Chant

affirmed before me this 7<sup>th</sup> day of October, 2020



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A Notary Public or Commissioner for Oaths in and for Alberta

Maria E. Lavelle  
Barrister and Solicitor  
Alberta Energy Regulator

MADE at the City of Calgary, in the  
Province of Alberta, on

**August 21, 2019**

ALBERTA ENERGY REGULATOR

The Alberta Energy Regulator (AER), under sections 25 and 27 of the *Oil and Gas Conservation Act* (OGCA) orders:

**Manitok Energy Inc.**

1600, 421 7 Ave SW  
Calgary, AB T2P 4K9

and

Calgary, AB T2P 0H7

557136 Alberta Inc.

4300 Bankers Hall West, 888  
- 3rd Street S.W.  
Calgary, AB T2P 5C5

and

Birchcliff Energy Ltd.  
1000, 600 - 3 Ave SW  
Calgary, AB T2P 0G5

Canlin Energy Corporation

2600, 237 4 Ave SW  
Calgary, AB T2T 5N2

and

and

Acquisition Oil Corp.  
850, 333 - 7 Ave SW  
Calgary, AB T2P 2Z1

and

Bonavista Energy  
Corporation  
1500 - 525 8 Ave SW  
Calgary, AB T2P 1G1

Cardinal Energy Ltd.

600 - 400 3 Ave SW  
Calgary, AB T2P 4H2

and

and

Albert L'ecuyer  
805 Selkirk  
Pointe-Claire, QC H9R 3S2

and

Bumper Development  
Corporation Ltd.  
3300, 421 7 Ave SW  
Calgary, AB T2P 4K9

Cenovus Energy Inc.

500 Centre Street SE  
Calgary, AB T2G 1A6

and

Astral Energy Holdings Ltd.  
c/o Dentons Canada LLP  
1500, 850 - 2 St SW  
Calgary, AB T2P 0R8

and

Canadian Natural Resources  
Ltd. &  
Canadian Natural Resources  
Northern Alberta Partnership  
2500, 855 - 2 Street SW  
Calgary, AB T2P 4J8

Chair Resources Inc.

c/o Trimble Engineering  
Associates Ltd.  
2200, 801 - 6 Avenue SW  
Calgary, AB T2P 3W2

and

Arc Resources Ltd.  
1200 - 308 4 Ave SW

and

and

Chinook Energy Inc.

1610, 222 3 Ave SW  
Calgary, AB T2R 0B4

and



City Of Medicine Hat c/o Natural Gas & Petroleum Resources Department 580 First Street SE Medicine Hat, AB T1A 8E6	First West Petroleum Inc. 3700, 400 3 Ave SW Calgary, AB T2P 4H2	and
and	and	Harvest Operations Corp. 1500 - 700 2 St SW Calgary, AB T2P 2W1
Clearview Resources Ltd. 2400, 635 8 Ave SW Calgary, AB T2P 3M3	Franco-Nevada Corporation 199 Bay Street, Suite 2000 Commerce Court West Toronto, ON M5L 1G9	and
and	and	Head First Energy Inc. 118 Springbluff Blvd SW Calgary, AB T3H 4V3
Nexen Crossfield Partnership c/o Cnooc Petroleum North America ULC Suite 2300, 500 Centre Street S.E. Calgary, AB T2G 1A6	Freehold Royalties Ltd. 400, 144 - 4 Avenue SW Calgary, AB T2P 3N4	and
and	and	Houston Oil & Gas Ltd. 800, 903 - 8 Ave SW Calgary, AB T2P 0P7
Cycle Energy Ltd. 820, 717 7 Ave SW Calgary, AB T2P 2Z3	Gain Energy Ltd. 520 - 3 Ave SW, 30th Floor Calgary, AB T2P 0R3	and
Enercana Investment Corporation 7675 Elkton Dr SW Calgary, AB T3H 3X3	Gear Energy Ltd. 2600, 240 - 4 Ave SW Calgary , AB T2P 4H4	Husky Oil Operations Limited PO Box 6525 Stn D, 707 - 8 Ave SW Calgary, AB T2P 3G7
and	and	and
Enercapita Energy Ltd 600-435 4 Ave SW Calgary, AB T2P 3A8	Glen Isle Exploration Ltd. 3300, 205-5 Ave SW Calgary, AB T2P 2V7	Jay-Two Resources Ltd 67 Varsity Ridge Terrace NW Calgary, AB T3A 4Y2
and	and	and
Exxonmobil Canada Energy c/o ExxonMobil Canada Ltd. PO Box 2480 Stn M Calgary, AB T2P 3M9	Glenogle Energy Inc. 1400 - 444 5 Ave SW Calgary, AB T2P 2T8	Journey Energy Inc. 700, 517 10 Ave SW Calgary, AB T2R 0A8
and	and	and
	Golden Prairie Energy Ltd. c/o Borden Ladner Gervais LLP 1900, 520 - 3rd Avenue SW Calgary, AB T2P 0R3	Kelt Exploration Ltd. 300 - 311 6 Ave SW Calgary, AB T2P 3H2
		and
		Lenalta Holdings Ltd.

3200, 10180 - 101 Street Edmonton, AB T5J 3W8	Perpetual Operating Corp. 3200, 605 5 Ave SW Calgary, AB T2P 3H5	and
and	and	Signalta Resources Limited 700 - 840 6 Ave SW Calgary, AB T2P 3E5
Lintus Resources Limited Suite 3700, 400 3rd Avenue SW Calgary, AB T2P 4H2	Petrocapita Oil And Gas L.P. c/o Hudson & Company 200, 625 11 Ave SW Calgary, AB T2R 0E1	and
and	and	Souder Petroleum Ltd. 4th Floor, 4943 - 50 Street Red Deer, AB T4N 1Y1
Longshore Resources Ltd. 555, 605 5 Ave SW Calgary, AB T2P 3H5	Petrus Resources Corp. 2400 - 240 4 Ave SW Calgary, AB T2P 4H4	and
and	and	Starchild Energy Systems Ltd. PO Box 67059 Northland Village Calgary, AB T2L 2L2
Mead Resources Inc. 900, 332 6TH Avenue SW Calgary, AB T2P 0B2	Pine Cliff Energy Ltd. 850, 1015 - 4 Street SW Calgary, AB T2R 1J4	and
and	and	Summerland Energy Inc. PO Box 13034 Centennial PO Calgary, AB T2P 0Y2
Muddy Petroleum Company Ltd. 910 - 500 4 Ave SW Calgary, AB T2P 2V6	Questfire Energy Corp. 1100, 350 7 Ave SW Calgary, AB T2P 3N9	and
and	and	Surge Energy Inc. 4000, 421 - 7 Avenue SW Calgary, AB T2P 4K9
NAL Resources Limited 600, 550 - 6 Ave SW Calgary, AB T2P 0S2	Redeagle Resources Ltd. 400, 444 - 7 Avenue SW Calgary, AB T2P 0X8	and
and	and	Sutton Energy Ltd. PO Box 21145 RPO Dominion Drugs Calgary, AB T2P 4H5
Odin Capital Inc. 1600, 421 - 7 <sup>th</sup> Avenue SW Calgary, AB T2P 4K9	Rising Star Resources Ltd. 1000, 500 - 4 Ave SW Calgary, AB T2P 2V6	and
and	and	TAQA North Ltd. 2100 - 308 4 Ave SW Calgary, AB T2P 0H7
Paramount Resources Ltd. 2800, 421 - 7 Ave SW Calgary, AB T2P 4K9	Sanling Energy Ltd. 1700, 250 - 2 Street SW Calgary, AB T2P 0C1	and
and	and	

Tidewater Midstream And  
Infrastructure Ltd.  
900, 222 - 3 Ave SW  
Calgary, AB T2P 0B4

Vermilion Energy Inc.  
3500 - 520 3 Ave SW  
Calgary, AB T2P 0R3

Whitecap Resources Inc.  
3800 - 525 8 Ave SW  
Calgary, AB T2P 1G1

and

and

and

Verity Energy Ltd.  
2248 9 Ave SE  
Calgary, AB T2G 5P7

W.F. Brown Exploration Ltd.  
4500, 855 – 2 Street S.W  
Calgary, AB T2P 4K7

Winslow Resources Inc.  
1220, 407 - 2 Street SW  
Calgary, AB T2P 2Y3

and

and

Wrangler Management Ltd.  
1600, 421 – 7 Avenue SW  
Calgary, AB T2P 4K9

501, 888 - 4 Ave SW  
Calgary, AB T2P 0V2

and

and

and

Zargon Oil & Gas Ltd.  
1100, 112 - 4 Ave SW  
Calgary, AB T2P 0H3

Wxw Energy Inc.

Yoho Resources Inc.  
500, 521 - 3 Ave SW  
Calgary, AB T2P 3T3

**(collectively, “the Parties”)**

WHEREAS Manitok Energy Inc. (Licensee) is the licensee of Alberta Energy Regulator (AER) well, and facility licences listed in Appendix A (Manitok Licences);

Whereas the Licensee is the operator of the sites (the Manitok Sites) associated with the Manitok Licences;

WHEREAS the Parties identified in this Order are working interest participants in the Manitok Licences;

WHEREAS Alvarez & Marsal Canada Inc. was appointed as Receiver-Manager (Receiver) on February 20, 2018 pursuant to the *Bankruptcy and Insolvency Act*;

WHEREAS the Receiver obtained partial discharge on July 9, 2019 over certain AER licensed assets of Licensee and the Receiver is not providing control or possession over the Manitok Sites;

WHEREAS the AER is of the opinion that the Licensee is unable to operate or to provide care and custody of the Manitok Sites;

WHEREAS the AER considers it necessary to issue an order to ensure public safety and protect the environment;

WHEREAS Petrocapita Oil and Gas L.P. is a working interest participant in AER well licenses W 0066163, W0076698, W 0076833, W 0078012, W 0079925, W 0103316, W 0130875, W 0224904, W 0245524, W 0250584, W 0250588, W 0258797, W 0278554, W 0315675, W 0338256, W 0338818, W 338935, W 339130, and W 356726 respectively;

WHEREAS a receiver has been appointed over Petrocapita Oil and Gas L.P. pursuant to the *Bankruptcy and Insolvency Act*;

Whereas Trevor Gosselin, Director, Licensee Management, has been appointed a Director for the purposes of issuing orders under the *OCGA*;

Therefore, I, Trevor Gosselin, under sections 25 and 27 of the *OGCA*, DO HEREBY ORDER the following:

1. All of the Manitok Licenses are hereby suspended;
2. Any containment devices or equipment including but not limited to tanks, vessels, pipelines, lease piping, sumps, drains, tubs, containers, pits, or containment rings on any of the Manitok Sites must be depressurized, emptied, and rendered safe in a manner acceptable to the AER no later than September 4, 2019;
3. Any fluids located on any of the Manitok Sites must be immediately removed and stored or disposed of in a manner acceptable to the AER no later than September 4, 2019;
4. Any hazards on any of the Manitok Sites that present a risk to public safety or the environment, must be reported and addressed in a manner acceptable to the AER no later than September 4, 2019;
5. All wells listed in Table 1 of Appendix A must be shut in, sealed, locked and chained in a manner acceptable to the AER no later than September 4, 2019;
6. The Parties have **60 Days** from the date of this Order to:
  - a. Notify the AER of the working interest participant's intention to apply for a transfer of the Manitok Licence(s) in which they are a working interest participant, and advise if they are providing care and custody, including emergency response, of the Manitok Sites; or
  - b. Submit an abandonment plan to the AER for approval that sets out the date by which the working interest participant will complete abandonment of any Manitok sites listed in Appendix A in which they are a working interest participant;
    - i. Upon approval of the Abandonment Plan by the AER, the Parties shall abandon all wells and/or facilities in which they are a working interest participant.
    - ii. The Parties may submit amendments to the Abandonment Plan, for approval by the AER.
    - iii. Upon written request of the AER, the Parties shall amend the Abandonment Plan.
7. When complying with section 6 of this Order, the Parties shall submit all applicable documentation confirming completion of abandonment operations, including confirmation of surface abandonment and removal of cement pads, debris, and produced liquids associated with the wells and facilities listed in Appendix A.

8. Pursuant to section 101 of the *OGCA*, the Parties, and their agents, are entitled to have access to and may enter on the land and any structures on the land concerned for the purposes of carrying out activities contemplated in this Order.
9. The Order is stayed in respect of well licenses W 0066163, W0076698, W 0076833, W 0078012, W 0079925, W 0103316, W 0130875, W 0224904, W 0245524, W 0250584, W 0250588, W 0258797, W 0278554, W 0315675, W 0338256, W 0338818, W 338935, W 339130, and W 356726 respectively, where Petrocapita Oil and Gas L.P. is a working interest participant, until such time as the AER advises otherwise.

Dated at the City of Calgary in the Province of Alberta, the 21<sup>st</sup> day of August, 2019.

*<original signed by>*

Trevor Gosselin  
Director, Licensee Management, Closure & Liability  
Alberta Energy Regulator

In complying with this order, the party or parties named must obtain all approvals necessary, notwithstanding the above requirements.

This order in no way precludes any enforcement actions being taken regarding this matter under the *Oil and Gas Conservation Act* or any other provincial or federal legislation, or by any other regulator with jurisdiction.

All enforcement actions issued by the AER may be subject to a follow-up review to confirm previous commitments have been completed and measures have been implemented, to ensure similar noncompliances are prevented in the future. The AER may request any information that demonstrates steps have been taken to prevent repeat noncompliances from occurring.

Under the *Responsible Energy Development Act*, an eligible person may appeal decisions that meet certain criteria. Eligible persons and appealable decisions are defined in section 36 of the *Responsible Energy Development Act* and section 3.1 of the *Responsible Energy Development Act General Regulation*. If you wish to file a request for regulatory appeal, you must submit your request according to the AER's requirements. You can find filing requirements and forms on the AER website, [www.aer.ca](http://www.aer.ca), under Applications & Notices: Appeals.

## Appendix A

Table 1 – Well Licences

Well Licence	Surface location	WIP name	Percent Interest	Licence Status
W0002689	05-01-049-25W4	LENALTA HOLDINGS LTD.	2.000000	Amended
W0002689	05-01-049-25W4	MANITOK ENERGY INC.	98.000000	Amended
W0017624	10-01-041-03W5	NAL RESOURCES LIMITED	5.250000	Suspension
W0017624	10-01-041-03W5	MANITOK ENERGY INC.	82.250000	Suspension
W0017624	10-01-041-03W5	FREEHOLD ROYALTIES PARTNERSHIP c/o FREEHOLD ROYALTIES LTD.	12.500000	Suspension
W0020081	10-10-041-03W5	WRANGLER MANAGEMENT LTD.	1.250000	Suspension
W0020081	10-10-041-03W5	SIGNALTA RESOURCES LIMITED	26.000000	Suspension
W0020081	10-10-041-03W5	NAL RESOURCES LIMITED	6.250000	Suspension
W0020081	10-10-041-03W5	CENOVUS ENERGY INC.	25.000000	Suspension
W0020081	10-10-041-03W5	MANITOK ENERGY INC.	37.250000	Suspension
W0020081	10-10-041-03W5	FREEHOLD ROYALTIES PARTNERSHIP c/o FREEHOLD ROYALTIES LTD.	4.250000	Suspension
W0026515	11-11-041-03W5	MANITOK ENERGY INC.	37.250000	Suspension
W0026515	11-11-041-03W5	FREEHOLD ROYALTIES PARTNERSHIP c/o FREEHOLD ROYALTIES LTD.	4.250000	Suspension
W0026515	11-11-041-03W5	GAIN ENERGY LTD.	58.500000	Suspension
W0031486	10-35-072-04W5	PARAMOUNT RESOURCES LTD.	35.000000	Suspension
W0031486	10-35-072-04W5	MANITOK ENERGY INC.	31.660000	Suspension
W0031486	10-35-072-04W5	QUESTFIRE ENERGY CORP.	33.340000	Suspension
W0038194	10-11-028-05W5	VERMILION ENERGY INC.	33.000000	Suspension
W0038194	10-11-028-05W5	MANITOK ENERGY INC.	67.000000	Suspension
W0060700	06-12-028-05W5	VERMILION ENERGY INC.	33.000000	Suspension
W0060700	06-12-028-05W5	MANITOK ENERGY INC.	67.000000	Suspension
W0061728	09-03-051-26W4	GLEN ISLE EXPLORATION LTD.	20.000000	Suspension
W0061728	09-03-051-26W4	MANITOK ENERGY INC.	80.000000	Suspension
W0066163	06-06-008-09W4	PETROCAPITA OIL AND GAS L.P.	21.142857	Issued
W0066163	06-06-008-09W4	BUMPER DEVELOPMENT CORPORATION LTD.	18.571429	Issued
W0066163	06-06-008-09W4	PINE CLIFF ENERGY LTD.	28.571429	Issued
W0066163	06-06-008-09W4	MANITOK ENERGY INC.	31.714286	Issued
W0073900	09-13-061-14W4	CANADIAN NATURAL RESOURCES LIMITED	50.000000	Suspension
W0073900	09-13-061-14W4	MANITOK ENERGY INC.	50.000000	Suspension
W0073980	10-14-061-14W4	CANADIAN NATURAL RESOURCES LIMITED	50.000000	Suspension
W0073980	10-14-061-14W4	MANITOK ENERGY INC.	50.000000	Suspension
W0076698	11-22-008-09W4	PETROCAPITA OIL AND GAS L.P.	12.000000	Suspension

W0076698	11-22-008-09W4	BUMPER DEVELOPMENT CORPORATION LTD.	32.500000	Suspension
W0076698	11-22-008-09W4	MANITOK ENERGY INC.	55.500000	Suspension
W0076833	07-32-008-09W4	PETROCAPITA OIL AND GAS L.P.	12.000000	Suspension
W0076833	07-32-008-09W4	BUMPER DEVELOPMENT CORPORATION LTD.	32.500000	Suspension
W0076833	07-32-008-09W4	MANITOK ENERGY INC.	55.500000	Suspension
W0078012	11-28-008-09W4	PETROCAPITA OIL AND GAS L.P.	12.000000	Suspension
W0078012	11-28-008-09W4	BUMPER DEVELOPMENT CORPORATION LTD.	32.500000	Suspension
W0078012	11-28-008-09W4	MANITOK ENERGY INC.	55.500000	Suspension
W0079925	10-29-007-10W4	PETROCAPITA OIL AND GAS L.P.	8.571400	Suspension
W0079925	10-29-007-10W4	CANADIAN NATURAL RESOURCES LIMITED	14.285700	Suspension
W0079925	10-29-007-10W4	BUMPER DEVELOPMENT CORPORATION LTD.	23.214300	Suspension
W0079925	10-29-007-10W4	MANITOK ENERGY INC.	39.642900	Suspension
W0079925	10-29-007-10W4	CLEARVIEW RESOURCES LTD.	14.285700	Suspension
W0089157	04-21-073-04W5	PARAMOUNT RESOURCES LTD.	35.000000	Suspension
W0089157	04-21-073-04W5	MANITOK ENERGY INC.	65.000000	Suspension
W0094402	10-25-072-04W5	PARAMOUNT RESOURCES LTD.	19.802650	Issued
W0094402	10-25-072-04W5	CANADIAN NATURAL RESOURCES LIMITED	43.421000	Issued
W0094402	10-25-072-04W5	MANITOK ENERGY INC.	36.776350	Issued
W0097942	15-31-006-09W4	PINE CLIFF ENERGY LTD.	25.000000	Issued
W0097942	15-31-006-09W4	MANITOK ENERGY INC.	50.000000	Issued
W0097942	15-31-006-09W4	SANLING ENERGY LTD.	25.000000	Issued
W0099006	15-30-006-09W4	PINE CLIFF ENERGY LTD.	25.000000	Suspension
W0099006	15-30-006-09W4	MANITOK ENERGY INC.	50.000000	Suspension
W0099006	15-30-006-09W4	SANLING ENERGY LTD.	25.000000	Suspension
W0103316	06-12-008-10W4	PETROCAPITA OIL AND GAS L.P.	12.000000	Suspension
W0103316	06-12-008-10W4	BUMPER DEVELOPMENT CORPORATION LTD.	32.500000	Suspension
W0103316	06-12-008-10W4	MANITOK ENERGY INC.	55.500000	Suspension
W0107421	16-28-079-09W6	W.F. BROWN EXPLORATION LTD.	4.999500	Suspension
W0107421	16-28-079-09W6	HARVEST OPERATIONS CORP.	4.999500	Suspension
W0107421	16-28-079-09W6	MANITOK ENERGY INC.	85.001500	Suspension
W0107421	16-28-079-09W6	SANLING ENERGY LTD.	4.999500	Suspension
W0108986	14-28-079-09W6	GOLDEN PRAIRIE ENERGY LTD.	3.750000	Suspension
W0108986	14-28-079-09W6	JAY-TWO RESOURCES LTD.	3.750000	Suspension
W0108986	14-28-079-09W6	MANITOK ENERGY INC.	92.500000	Suspension
W0115040	16-32-079-09W6	W.F. BROWN EXPLORATION LTD.	5.555000	Suspension
W0115040	16-32-079-09W6	HARVEST OPERATIONS CORP.	5.555000	Suspension
W0115040	16-32-079-09W6	MANITOK ENERGY INC.	83.335000	Suspension
W0115040	16-32-079-09W6	SANLING ENERGY LTD.	5.555000	Suspension
W0115768	02-11-041-03W5	CANADIAN NATURAL RESOURCES LIMITED	50.000000	Suspension



W0115768	02-11-041-03W5	NAL RESOURCES LIMITED	1.000000	Suspension
W0115768	02-11-041-03W5	MANITOK ENERGY INC.	49.000000	Suspension
W0120875	05-15-011-13W4	FIRST WEST PETROLEUM INC.	2.909700	Suspension
W0120875	05-15-011-13W4	MANITOK ENERGY INC.	91.917630	Suspension
W0120875	05-15-011-13W4	HOUSTON OIL & GAS LTD.	5.172670	Suspension
W0125026	10-10-041-03W5	WRANGLER MANAGEMENT LTD.	1.250000	Suspension
W0125026	10-10-041-03W5	SIGNALTA RESOURCES LIMITED	26.000000	Suspension
W0125026	10-10-041-03W5	NAL RESOURCES LIMITED	6.250000	Suspension
W0125026	10-10-041-03W5	CENOVUS ENERGY INC.	25.000000	Suspension
W0125026	10-10-041-03W5	MANITOK ENERGY INC.	37.250000	Suspension
W0125026	10-10-041-03W5	FREEHOLD ROYALTIES PARTNERSHIP c/o FREEHOLD ROYALTIES LTD.	4.250000	Suspension
W0125315	06-25-029-06W5	VERMILION ENERGY INC.	33.000000	Suspension
W0125315	06-25-029-06W5	MANITOK ENERGY INC.	67.000000	Suspension
W0126924	16-36-027-05W5	VERMILION ENERGY INC.	33.000000	Suspension
W0126924	16-36-027-05W5	MANITOK ENERGY INC.	67.000000	Suspension
W0127238	08-06-077-05W6	WINSLOW RESOURCES INC.	5.500000	Suspension
W0127238	08-06-077-05W6	MANITOK ENERGY INC.	25.000000	Suspension
W0127238	08-06-077-05W6	TIDEWATER MIDSTREAM AND INFRASTRUCTURE LTD.	21.000000	Suspension
W0127238	08-06-077-05W6	RISING STAR RESOURCES LTD.	48.500000	Suspension
W0129645	02-13-029-06W5	VERMILION ENERGY INC.	33.000000	Amended
W0129645	02-13-029-06W5	MANITOK ENERGY INC.	67.000000	Amended
W0130875	16-36-007-10W4	PETROCAPITA OIL AND GAS L.P.	6.000000	Suspension
W0130875	16-36-007-10W4	BUMPER DEVELOPMENT CORPORATION LTD.	16.250000	Suspension
W0130875	16-36-007-10W4	PINE CLIFF ENERGY LTD.	50.000000	Suspension
W0130875	16-36-007-10W4	MANITOK ENERGY INC.	27.750000	Suspension
W0140825	04-18-072-03W5	CHAIR RESOURCES INC.	8.786027	Issued
W0140825	04-18-072-03W5	CANADIAN NATURAL RESOURCES LIMITED	9.100000	Issued
W0140825	04-18-072-03W5	SUTTON ENERGY LTD.	6.089841	Issued
W0140825	04-18-072-03W5	SIGNALTA RESOURCES LIMITED	2.609932	Issued
W0140825	04-18-072-03W5	MANITOK ENERGY INC.	42.883676	Issued
W0140825	04-18-072-03W5	SUMMERLAND ENERGY INC.	7.054665	Issued
W0140825	04-18-072-03W5	QUESTFIRE ENERGY CORP.	2.311862	Issued
W0140825	04-18-072-03W5	CARDINAL ENERGY LTD.	21.163996	Issued
W0142172	08-33-079-09W6	557136 ALBERTA INC.	2.000000	Suspension
W0142172	08-33-079-09W6	ENERCANA INVESTMENT CORPORATION	4.000000	Suspension
W0142172	08-33-079-09W6	L'ECUYER, ALBERT	2.760000	Suspension
W0142172	08-33-079-09W6	W.F. BROWN EXPLORATION LTD.	5.555000	Suspension
W0142172	08-33-079-09W6	CANADIAN NATURAL RESOURCES LIMITED	14.250000	Suspension
W0142172	08-33-079-09W6	HARVEST OPERATIONS CORP.	5.555000	Suspension
W0142172	08-33-079-09W6	MANITOK ENERGY INC.	60.325000	Suspension

W0142172	08-33-079-09W6	SANLING ENERGY LTD.	5.555000	Suspension
W0142962	06-20-078-08W6	CANADIAN NATURAL RESOURCES LIMITED	17.335000	Suspension
W0142962	06-20-078-08W6	MANITOK ENERGY INC.	25.995000	Suspension
W0142962	06-20-078-08W6	KELT EXPLORATION LTD.	30.000000	Suspension
W0142962	06-20-078-08W6	RISING STAR RESOURCES LTD.	26.670000	Suspension
W0144217	05-35-072-04W5	PARAMOUNT RESOURCES LTD.	19.796102	Suspension
W0144217	05-35-072-04W5	CHAIR RESOURCES INC.	20.939710	Suspension
W0144217	05-35-072-04W5	MANITOK ENERGY INC.	59.264188	Suspension
W0145614	08-28-079-09W6	GOLDEN PRAIRIE ENERGY LTD.	3.750000	Suspension
W0145614	08-28-079-09W6	JAY-TWO RESOURCES LTD.	3.750000	Suspension
W0145614	08-28-079-09W6	W.F. BROWN EXPLORATION LTD.	8.292250	Suspension
W0145614	08-28-079-09W6	HARVEST OPERATIONS CORP.	2.499750	Suspension
W0145614	08-28-079-09W6	MANITOK ENERGY INC.	69.208250	Suspension
W0145614	08-28-079-09W6	SANLING ENERGY LTD.	12.499750	Suspension
W0145991	06-17-077-05W6	CYCLE ENERGY LTD.	6.000000	Suspension
W0145991	06-17-077-05W6	CANADIAN NATURAL RESOURCES LIMITED	28.875000	Suspension
W0145991	06-17-077-05W6	MANITOK ENERGY INC.	50.125000	Suspension
W0145991	06-17-077-05W6	KELT EXPLORATION LTD.	15.000000	Suspension
W0148223	10-34-072-04W5	PARAMOUNT RESOURCES LTD.	19.796102	Issued
W0148223	10-34-072-04W5	CHAIR RESOURCES INC.	20.939710	Issued
W0148223	10-34-072-04W5	MANITOK ENERGY INC.	59.264188	Issued
W0148771	04-02-073-04W5	PARAMOUNT RESOURCES LTD.	19.796102	Suspension
W0148771	04-02-073-04W5	CHAIR RESOURCES INC.	20.939710	Suspension
W0148771	04-02-073-04W5	MANITOK ENERGY INC.	59.264188	Suspension
W0150537	01-03-073-04W5	PARAMOUNT RESOURCES LTD.	19.796102	Suspension
W0150537	01-03-073-04W5	CHAIR RESOURCES INC.	20.939710	Suspension
W0150537	01-03-073-04W5	MANITOK ENERGY INC.	59.264188	Suspension
W0160771	16-33-079-09W6	L'ECUYER, ALBERT	2.760000	Suspension
W0160771	16-33-079-09W6	HARVEST OPERATIONS CORP.	5.555000	Suspension
W0160771	16-33-079-09W6	MANITOK ENERGY INC.	91.685000	Suspension
W0162541	14-33-079-09W6	L'ECUYER, ALBERT	2.760000	Suspension
W0162541	14-33-079-09W6	HARVEST OPERATIONS CORP.	5.555000	Suspension
W0162541	14-33-079-09W6	MANITOK ENERGY INC.	91.685000	Suspension
W0164094	06-01-041-03W5	NAL RESOURCES LIMITED	4.887930	Issued
W0164094	06-01-041-03W5	MANITOK ENERGY INC.	83.474140	Issued
W0164094	06-01-041-03W5	FREEHOLD ROYALTIES PARTNERSHIP c/o FREEHOLD ROYALTIES LTD.	11.637930	Issued
W0164867	04-17-072-03W5	CHAIR RESOURCES INC.	8.786027	Suspension
W0164867	04-17-072-03W5	CANADIAN NATURAL RESOURCES LIMITED	9.100000	Suspension
W0164867	04-17-072-03W5	SUTTON ENERGY LTD.	6.089841	Suspension
W0164867	04-17-072-03W5	SIGNALTA RESOURCES LIMITED	2.609932	Suspension
W0164867	04-17-072-03W5	MANITOK ENERGY INC.	42.883676	Suspension

W0164867	04-17-072-03W5	SUMMERLAND ENERGY INC.	7.054665	Suspension
W0164867	04-17-072-03W5	QUESTFIRE ENERGY CORP.	2.311862	Suspension
W0164867	04-17-072-03W5	CARDINAL ENERGY LTD.	21.163996	Suspension
W0174430	12-23-074-04W5	CHAIR RESOURCES INC.	8.081888	Suspension
W0174430	12-23-074-04W5	MANITOK ENERGY INC.	91.918112	Suspension
W0174665	02-14-028-05W5	VERMILION ENERGY INC.	33.000000	Suspension
W0174665	02-14-028-05W5	MANITOK ENERGY INC.	67.000000	Suspension
W0179398	11-01-028-05W5	NAL RESOURCES LIMITED	12.500000	Suspension
W0179398	11-01-028-05W5	MANITOK ENERGY INC.	62.750000	Suspension
W0179398	11-01-028-05W5	VERMILION ENERGY INC.	24.750000	Suspension
W0180316	05-23-028-05W5	VERMILION ENERGY INC.	33.000000	Suspension
W0180316	05-23-028-05W5	MANITOK ENERGY INC.	67.000000	Suspension
W0192353	06-07-029-05W5	VERMILION ENERGY INC.	33.000000	Suspension
W0192353	06-07-029-05W5	MANITOK ENERGY INC.	67.000000	Suspension
W0196349	06-17-069-14W4	CANADIAN NATURAL RESOURCES LIMITED	48.822630	Issued
W0196349	06-17-069-14W4	MANITOK ENERGY INC.	51.177370	Issued
W0224448	01-27-026-05W5	VERMILION ENERGY INC.	33.000000	Suspension
W0224448	01-27-026-05W5	MANITOK ENERGY INC.	67.000000	Suspension
W0224904	07-10-008-10W4	PETROCAPITA OIL AND GAS L.P.	12.000000	Issued
W0224904	07-10-008-10W4	BUMPER DEVELOPMENT CORPORATION LTD.	32.500000	Issued
W0224904	07-10-008-10W4	MANITOK ENERGY INC.	55.500000	Issued
W0232515	07-36-082-10W6	TAQA NORTH LTD.	33.333000	Suspension
W0232515	07-36-082-10W6	MANITOK ENERGY INC.	66.667000	Suspension
W0233042	02-27-026-05W5	VERMILION ENERGY INC.	16.500000	Suspension
W0233042	02-27-026-05W5	NAL RESOURCES LIMITED	25.000000	Suspension
W0233042	02-27-026-05W5	MANITOK ENERGY INC.	33.500000	Suspension
W0233042	02-27-026-05W5	CANLIN RESOURCES PARTNERSHIP c/o CANLIN ENERGY CORPORATION	25.000000	Suspension
W0239676	11-36-082-10W6	TAQA NORTH LTD.	33.333000	Suspension
W0239676	11-36-082-10W6	MANITOK ENERGY INC.	66.667000	Suspension
W0242587	06-11-041-03W5	SIGNALTA RESOURCES LIMITED	58.500000	Suspension
W0242587	06-11-041-03W5	MANITOK ENERGY INC.	37.250000	Suspension
W0242587	06-11-041-03W5	FREEHOLD ROYALTIES PARTNERSHIP c/o FREEHOLD ROYALTIES LTD.	4.250000	Suspension
W0245524	05-28-009-09W4	MEAD RESOURCES INC	5.000000	Suspension
W0245524	05-28-009-09W4	PETROCAPITA OIL AND GAS L.P.	12.000000	Suspension
W0245524	05-28-009-09W4	BUMPER DEVELOPMENT CORPORATION LTD.	5.000000	Suspension
W0245524	05-28-009-09W4	MANITOK ENERGY INC.	78.000000	Suspension
W0245878	13-08-072-03W5	CHAIR RESOURCES INC.	16.290000	Issued
W0245878	13-08-072-03W5	MANITOK ENERGY INC.	27.140000	Issued
W0245878	13-08-072-03W5	SUMMERLAND ENERGY INC.	14.142500	Issued
W0245878	13-08-072-03W5	CARDINAL ENERGY LTD.	42.427500	Issued

W0249095	01-34-026-28W4	NEXEN CROSSFIELD PARTNERSHIP c/o CNOOC PETROLEUM NORTH AMERICA ULC	25.000000	Suspension
W0249095	01-34-026-28W4	EXXONMOBIL CANADA ENERGY c/o EXXONMOBIL CANADA LTD.	25.000000	Suspension
W0249095	01-34-026-28W4	MANITOK ENERGY INC.	50.000000	Suspension
W0250584	10-33-008-11W4	PETROCAPITA OIL AND GAS L.P.	12.000000	Amended
W0250584	10-33-008-11W4	BUMPER DEVELOPMENT CORPORATION LTD.	32.500000	Amended
W0250584	10-33-008-11W4	MANITOK ENERGY INC.	55.500000	Amended
W0250588	08-06-009-11W4	PETROCAPITA OIL AND GAS L.P.	12.000000	Issued
W0250588	08-06-009-11W4	BUMPER DEVELOPMENT CORPORATION LTD.	32.500000	Issued
W0250588	08-06-009-11W4	MANITOK ENERGY INC.	55.500000	Issued
W0255298	11-02-081-12W6	ARC RESOURCES LTD.	60.000000	Suspension
W0255298	11-02-081-12W6	MANITOK ENERGY INC.	40.000000	Suspension
W0255806	04-14-081-12W6	ARC RESOURCES LTD.	47.500000	Suspension
W0255806	04-14-081-12W6	CANADIAN NATURAL RESOURCES LIMITED	26.250000	Suspension
W0255806	04-14-081-12W6	MANITOK ENERGY INC.	26.250000	Suspension
W0258797	04-05-009-09W4	PETROCAPITA OIL AND GAS L.P.	12.000000	Issued
W0258797	04-05-009-09W4	BUMPER DEVELOPMENT CORPORATION LTD.	32.500000	Issued
W0258797	04-05-009-09W4	MANITOK ENERGY INC.	55.500000	Issued
W0258949	14-19-012-04W4	CITY OF MEDICINE HAT	25.000000	Issued
W0258949	14-19-012-04W4	MANITOK ENERGY INC.	75.000000	Issued
W0259393	16-10-081-12W6	CANADIAN NATURAL RESOURCES LIMITED	50.000000	Suspension
W0259393	16-10-081-12W6	MANITOK ENERGY INC.	50.000000	Suspension
W0260613	09-01-041-03W5	CENOVUS ENERGY INC.	7.250970	Suspension
W0260613	09-01-041-03W5	MANITOK ENERGY INC.	80.513010	Suspension
W0260613	09-01-041-03W5	FREEHOLD ROYALTIES PARTNERSHIP c/o FREEHOLD ROYALTIES LTD.	12.236020	Suspension
W0261176	10-18-048-22W5	HUSKY OIL OPERATIONS LIMITED	50.000000	Amended
W0261176	10-18-048-22W5	MANITOK ENERGY INC.	50.000000	Amended
W0262257	14-18-012-04W4	CITY OF MEDICINE HAT	25.000000	Issued
W0262257	14-18-012-04W4	MANITOK ENERGY INC.	75.000000	Issued
W0265525	05-23-110-24W5	TAQA NORTH LTD.	75.000000	Issued
W0265525	05-23-110-24W5	MANITOK ENERGY INC.	25.000000	Issued
W0265965	01-03-095-01W6	SYDCO ENERGY INC.	14.285715	Suspension
W0265965	01-03-095-01W6	MANITOK ENERGY INC.	42.857143	Suspension
W0265965	01-03-095-01W6	SANLING ENERGY LTD.	42.857142	Suspension
W0266229	06-36-024-28W4	EXXONMOBIL CANADA ENERGY c/o EXXONMOBIL CANADA LTD.	33.333340	Suspension
W0266229	06-36-024-28W4	MANITOK ENERGY INC.	66.666660	Suspension
W0266344	06-26-024-28W4	EXXONMOBIL CANADA ENERGY	33.328000	Suspension

		c/o EXXONMOBIL CANADA LTD.		
W0266344	06-26-024-28W4	MANITOK ENERGY INC.	66.672000	Suspension
W0270514	04-16-081-12W6	CANADIAN NATURAL RESOURCES LIMITED	75.000000	Issued
W0270514	04-16-081-12W6	MANITOK ENERGY INC.	25.000000	Issued
W0273414	10-19-072-07W5	WXW ENERGY INC.	30.000000	Issued
W0273414	10-19-072-07W5	MANITOK ENERGY INC.	70.000000	Issued
W0275678	14-17-095-01W6	MANITOK ENERGY INC.	60.000000	Suspension
W0275678	14-17-095-01W6	SANLING ENERGY LTD.	40.000000	Suspension
W0275679	08-08-095-01W6	MANITOK ENERGY INC.	60.000000	Suspension
W0275679	08-08-095-01W6	SANLING ENERGY LTD.	40.000000	Suspension
W0275968	06-07-095-01W6	MANITOK ENERGY INC.	60.000000	Issued
W0275968	06-07-095-01W6	SANLING ENERGY LTD.	40.000000	Issued
W0278554	16-24-008-11W4	PETROCAPITA OIL AND GAS L.P.	7.058800	Suspension
W0278554	16-24-008-11W4	CANADIAN NATURAL RESOURCES LIMITED	20.588250	Suspension
W0278554	16-24-008-11W4	BUMPER DEVELOPMENT CORPORATION LTD.	19.117700	Suspension
W0278554	16-24-008-11W4	MANITOK ENERGY INC.	32.647000	Suspension
W0278554	16-24-008-11W4	CLEARVIEW RESOURCES LTD.	20.588250	Suspension
W0281135	11-35-080-12W6	CANADIAN NATURAL RESOURCES LIMITED	37.500000	Suspension
W0281135	11-35-080-12W6	GLENOGLE ENERGY INC.	25.000000	Suspension
W0281135	11-35-080-12W6	MANITOK ENERGY INC.	37.500000	Suspension
W0281949	11-16-100-08W6	MANITOK ENERGY INC.	65.000000	Amended
W0281949	11-16-100-08W6	SANLING ENERGY LTD.	35.000000	Amended
W0283957	06-12-095-02W6	MANITOK ENERGY INC.	60.000000	Issued
W0283957	06-12-095-02W6	SANLING ENERGY LTD.	40.000000	Issued
W0287800	06-35-080-12W6	CANADIAN NATURAL RESOURCES LIMITED	37.500000	Suspension
W0287800	06-35-080-12W6	GLENOGLE ENERGY INC.	25.000000	Suspension
W0287800	06-35-080-12W6	MANITOK ENERGY INC.	37.500000	Suspension
W0288305	08-16-081-12W6	ARC RESOURCES LTD.	50.000000	Suspension
W0288305	08-16-081-12W6	CANADIAN NATURAL RESOURCES LIMITED	25.000000	Suspension
W0288305	08-16-081-12W6	MANITOK ENERGY INC.	25.000000	Suspension
W0290798	03-20-013-15W4	CANADIAN NATURAL RESOURCES LIMITED	22.500000	Suspension
W0290798	03-20-013-15W4	MANITOK ENERGY INC.	77.500000	Suspension
W0291166	01-27-072-04W5	ZARGON OIL & GAS PARTNERSHIP c/o ZARGON OIL & GAS LTD.	25.000000	Amended
W0291166	01-27-072-04W5	VERITY ENERGY LTD.	25.000000	Amended
W0291166	01-27-072-04W5	MANITOK ENERGY INC.	50.000000	Amended
W0295532	06-01-044-06W5	MUDDY PETROLEUM COMPANY LTD.	30.000000	Issued
W0295532	06-01-044-06W5	MANITOK ENERGY INC.	70.000000	Issued
W0296956	08-35-080-12W6	CANADIAN NATURAL RESOURCES	37.500000	Suspension

		LIMITED		
W0296956	08-35-080-12W6	GLENOGLE ENERGY INC.	25.000000	Suspension
W0296956	08-35-080-12W6	MANITOK ENERGY INC.	37.500000	Suspension
W0301069	04-20-095-01W6	LINTUS RESOURCES LIMITED	1.250000	Issued
W0301069	04-20-095-01W6	REDEAGLE RESOURCES LTD.	2.500000	Issued
W0301069	04-20-095-01W6	SURGE GENERAL PARTNERSHIP c/o SURGE ENERGY INC.	15.000000	Issued
W0301069	04-20-095-01W6	MANITOK ENERGY INC.	50.000000	Issued
W0301069	04-20-095-01W6	ACQUISITION OIL CORP.	31.250000	Issued
W0304284	14-01-081-12W6	CANADIAN NATURAL RESOURCES LIMITED	41.176471	Suspension
W0304284	14-01-081-12W6	BIRCHCLIFF ENERGY LTD.	17.647059	Suspension
W0304284	14-01-081-12W6	MANITOK ENERGY INC.	41.176471	Suspension
W0306238	03-31-042-03W5	GEAR ENERGY LTD.	40.000000	Issued
W0306238	03-31-042-03W5	MANITOK ENERGY INC.	60.000000	Issued
W0314126	01-09-081-12W6	MANITOK ENERGY INC.	56.250000	Suspension
W0314126	01-09-081-12W6	LONGSHORE RESOURCES LTD.	43.750000	Suspension
W0315675	01-09-008-10W4	PETROCAPITA OIL AND GAS L.P.	12.000000	Issued
W0315675	01-09-008-10W4	BUMPER DEVELOPMENT CORPORATION LTD.	32.500000	Issued
W0315675	01-09-008-10W4	MANITOK ENERGY INC.	55.500000	Issued
W0317057	13-18-079-09W6	MANITOK ENERGY INC.	55.000000	Suspension
W0317057	13-18-079-09W6	LONGSHORE RESOURCES LTD.	45.000000	Suspension
W0318996	16-21-079-09W6	PARAMOUNT RESOURCES LTD.	21.875000	Suspension
W0318996	16-21-079-09W6	MANITOK ENERGY INC.	48.125000	Suspension
W0318996	16-21-079-09W6	LONGSHORE RESOURCES LTD.	30.000000	Suspension
W0321802	15-03-081-12W6	BIRCHCLIFF ENERGY LTD.	15.000000	Suspension
W0321802	15-03-081-12W6	MANITOK ENERGY INC.	47.812500	Suspension
W0321802	15-03-081-12W6	LONGSHORE RESOURCES LTD.	37.187500	Suspension
W0325196	09-29-095-01W6	FRANCO-NEVADA CORPORATION	12.500000	Suspension
W0325196	09-29-095-01W6	CANADIAN NATURAL RESOURCES LIMITED	12.500000	Suspension
W0325196	09-29-095-01W6	MANITOK ENERGY INC.	75.000000	Suspension
W0327971	04-20-013-15W4	CANADIAN NATURAL RESOURCES LIMITED	22.500000	Suspension
W0327971	04-20-013-15W4	MANITOK ENERGY INC.	77.500000	Suspension
W0331928	09-28-085-11W6	MANITOK ENERGY INC.	60.000000	Issued
W0331928	09-28-085-11W6	ENERCAPITA ENERGY LTD.	40.000000	Issued
W0334123	11-35-085-11W6	YOHO RESOURCES INC.	7.000000	Issued
W0334123	11-35-085-11W6	TAQA NORTH LTD.	10.500000	Issued
W0334123	11-35-085-11W6	MANITOK ENERGY INC.	82.500000	Issued
W0338256	03-15-008-10W4	PETROCAPITA OIL AND GAS L.P.	12.000000	Suspension
W0338256	03-15-008-10W4	BUMPER DEVELOPMENT CORPORATION LTD.	32.500000	Suspension
W0338256	03-15-008-10W4	MANITOK ENERGY INC.	55.500000	Suspension
W0338818	01-33-008-11W4	PETROCAPITA OIL AND GAS L.P.	12.000000	Issued
W0338818	01-33-008-11W4	BUMPER DEVELOPMENT	32.500000	Issued

		CORPORATION LTD.		
W0338818	01-33-008-11W4	MANITOK ENERGY INC.	55.500000	Issued
W0338935	03-33-008-11W4	PETROCAPITA OIL AND GAS L.P.	12.000000	Amended
W0338935	03-33-008-11W4	BUMPER DEVELOPMENT CORPORATION LTD.	32.500000	Amended
W0338935	03-33-008-11W4	MANITOK ENERGY INC.	55.500000	Amended
W0339130	14-19-008-10W4	PETROCAPITA OIL AND GAS L.P.	7.058800	Issued
W0339130	14-19-008-10W4	CANADIAN NATURAL RESOURCES LIMITED	20.588250	Issued
W0339130	14-19-008-10W4	BUMPER DEVELOPMENT CORPORATION LTD.	19.117700	Issued
W0339130	14-19-008-10W4	MANITOK ENERGY INC.	32.647000	Issued
W0339130	14-19-008-10W4	CLEARVIEW RESOURCES LTD.	20.588250	Issued
W0340889	09-01-041-03W5	NAL RESOURCES LIMITED	19.125000	Suspension
W0340889	09-01-041-03W5	CENOVUS ENERGY INC.	25.000000	Suspension
W0340889	09-01-041-03W5	MANITOK ENERGY INC.	55.875000	Suspension
W0341634	12-10-041-03W5	WRANGLER MANAGEMENT LTD.	1.250000	Suspension
W0341634	12-10-041-03W5	SIGNALTA RESOURCES LIMITED	17.500000	Suspension
W0341634	12-10-041-03W5	NAL RESOURCES LIMITED	6.450000	Suspension
W0341634	12-10-041-03W5	CENOVUS ENERGY INC.	25.000000	Suspension
W0341634	12-10-041-03W5	MANITOK ENERGY INC.	49.800000	Suspension
W0341862	04-20-013-15W4	CANADIAN NATURAL RESOURCES LIMITED	22.500000	Suspension
W0341862	04-20-013-15W4	MANITOK ENERGY INC.	77.500000	Suspension
W0348899	03-29-095-01W6	FRANCO-NEVADA CORPORATION	12.500000	Issued
W0348899	03-29-095-01W6	CANADIAN NATURAL RESOURCES LIMITED	12.500000	Issued
W0348899	03-29-095-01W6	MANITOK ENERGY INC.	75.000000	Issued
W0349719	14-06-096-01W6	LINTUS RESOURCES LIMITED	0.625000	Issued
W0349719	14-06-096-01W6	SURGE GENERAL PARTNERSHIP c/o SURGE ENERGY INC.	6.250000	Issued
W0349719	14-06-096-01W6	MANITOK ENERGY INC.	75.000000	Issued
W0349719	14-06-096-01W6	ACQUISITION OIL CORP.	18.125000	Issued
W0351151	06-31-006-09W4	CANADIAN NATURAL RESOURCES LIMITED	25.000000	Issued
W0351151	06-31-006-09W4	MANITOK ENERGY INC.	50.000000	Issued
W0351151	06-31-006-09W4	SANLING ENERGY LTD.	25.000000	Issued
W0351167	06-32-006-09W4	MANITOK ENERGY INC.	76.562500	Issued
W0351167	06-32-006-09W4	SANLING ENERGY LTD.	23.437500	Issued
W0351330	06-30-006-09W4	CANADIAN NATURAL RESOURCES LIMITED	25.000000	Issued
W0351330	06-30-006-09W4	MANITOK ENERGY INC.	50.000000	Issued
W0351330	06-30-006-09W4	SANLING ENERGY LTD.	25.000000	Issued
W0356726	04-06-009-11W4	PETROCAPITA OIL AND GAS L.P.	12.000000	Issued
W0356726	04-06-009-11W4	BUMPER DEVELOPMENT CORPORATION LTD.	32.500000	Issued
W0356726	04-06-009-11W4	MANITOK ENERGY INC.	55.500000	Issued

W0356894	10-17-043-03W5	MANITOK ENERGY INC.	60.000000	Issued
W0356894	10-17-043-03W5	BONAVISTA ENERGY CORPORATION	40.000000	Issued
W0359533	10-35-080-12W6	CANADIAN NATURAL RESOURCES LIMITED	37.500000	Suspension
W0359533	10-35-080-12W6	GLENOGLE ENERGY INC.	25.000000	Suspension
W0359533	10-35-080-12W6	MANITOK ENERGY INC.	37.500000	Suspension
W0360751	08-15-086-11W6	WHITECAP RESOURCES INC.	50.000000	Issued
W0360751	08-15-086-11W6	MANITOK ENERGY INC.	50.000000	Issued
W0361625	06-32-025-23W4	TAQA NORTH LTD.	19.740700	Suspension
W0361625	06-32-025-23W4	MANITOK ENERGY INC.	80.259300	Suspension
W0364057	15-10-041-03W5	WRANGLER MANAGEMENT LTD.	1.250000	Suspension
W0364057	15-10-041-03W5	MANITOK ENERGY INC.	98.750000	Suspension
W0366101	07-19-079-09W6	MANITOK ENERGY INC.	70.000000	Suspension
W0366101	07-19-079-09W6	LONGSHORE RESOURCES LTD.	30.000000	Suspension
W0381517	11-07-028-20W4	MANITOK ENERGY INC.	40.000000	Issued
W0381517	11-07-028-20W4	SANLING ENERGY LTD.	60.000000	Issued
W0383268	05-15-042-05W5	HEAD FIRST ENERGY INC.	25.000000	Issued
W0383268	05-15-042-05W5	MANITOK ENERGY INC.	52.500000	Issued
W0383268	05-15-042-05W5	CANLIN RESOURCES PARTNERSHIP c/o CANLIN ENERGY CORPORATION	22.500000	Issued
W0384736	02-11-041-03W5	SOUNDER PETROLEUM LTD.	0.500000	Suspension
W0384736	02-11-041-03W5	STARCHILD ENERGY SYSTEMS LTD.	1.931800	Suspension
W0384736	02-11-041-03W5	SIGNALTA RESOURCES LIMITED	31.681800	Suspension
W0384736	02-11-041-03W5	GEAR ENERGY LTD.	4.375000	Suspension
W0384736	02-11-041-03W5	MANITOK ENERGY INC.	61.511400	Suspension
W0395529	03-06-083-09W6	HARVEST OPERATIONS CORP.	30.000000	Suspension
W0395529	03-06-083-09W6	TAQA NORTH LTD.	13.333200	Suspension
W0395529	03-06-083-09W6	MANITOK ENERGY INC.	56.666800	Suspension
W0398023	04-35-080-12W6	CANADIAN NATURAL RESOURCES LIMITED	37.500000	Suspension
W0398023	04-35-080-12W6	GLENOGLE ENERGY INC.	25.000000	Suspension
W0398023	04-35-080-12W6	MANITOK ENERGY INC.	37.500000	Suspension
W0398027	12-35-080-12W6	CANADIAN NATURAL RESOURCES LIMITED	37.500000	Suspension
W0398027	12-35-080-12W6	GLENOGLE ENERGY INC.	25.000000	Suspension
W0398027	12-35-080-12W6	MANITOK ENERGY INC.	37.500000	Suspension
W0398931	03-20-013-15W4	CANADIAN NATURAL RESOURCES LIMITED	22.500000	Suspension
W0398931	03-20-013-15W4	MANITOK ENERGY INC.	77.500000	Suspension
W0399219	02-35-080-12W6	CANADIAN NATURAL RESOURCES LIMITED	37.500000	Suspension
W0399219	02-35-080-12W6	GLENOGLE ENERGY INC.	25.000000	Suspension
W0399219	02-35-080-12W6	MANITOK ENERGY INC.	37.500000	Suspension
W0401050	11-11-041-03W5	STARCHILD ENERGY SYSTEMS LTD.	1.885100	Suspension



W0401050	11-11-041-03W5	ASTRAL ENERGY HOLDINGS LTD.	1.875000	Suspension
W0401050	11-11-041-03W5	CANADIAN NATURAL RESOURCES LIMITED	0.937500	Suspension
W0401050	11-11-041-03W5	SIGNALTA RESOURCES LIMITED	30.916600	Suspension
W0401050	11-11-041-03W5	GEAR ENERGY LTD.	4.375000	Suspension
W0401050	11-11-041-03W5	MANITOK ENERGY INC.	60.010800	Suspension
W0412604	16-10-041-03W5	WRANGLER MANAGEMENT LTD.	1.250000	Suspension
W0412604	16-10-041-03W5	SIGNALTA RESOURCES LIMITED	17.500000	Suspension
W0412604	16-10-041-03W5	NAL RESOURCES LIMITED	6.450000	Suspension
W0412604	16-10-041-03W5	MANITOK ENERGY INC.	74.800000	Suspension
W0413353	04-33-042-02W5	MANITOK ENERGY INC.	75.000000	Issued
W0413353	04-33-042-02W5	BONAVISTA ENERGY CORPORATION	25.000000	Issued
W0433899	12-36-037-06W5	MUDDY PETROLEUM COMPANY LTD.	15.000000	Issued
W0433899	12-36-037-06W5	MANITOK ENERGY INC.	85.000000	Issued
W0437612	16-36-020-04W5	ODIN CAPITAL INC.	3.903750	Suspension
W0437612	16-36-020-04W5	MANITOK ENERGY INC.	96.096250	Suspension
W0444172	01-36-042-16W5	MANITOK ENERGY INC.	65.000000	Suspension
W0444172	01-36-042-16W5	PETRUS RESOURCES CORP.	35.000000	Suspension
W0445131	01-36-042-16W5	MANITOK ENERGY INC.	72.000000	Suspension
W0445131	01-36-042-16W5	PETRUS RESOURCES CORP.	28.000000	Suspension
W0460915	01-36-042-16W5	MANITOK ENERGY INC.	25.000000	Suspension
W0460915	01-36-042-16W5	PETRUS RESOURCES CORP.	25.000000	Suspension
W0460915	01-36-042-16W5	CANLIN RESOURCES PARTNERSHIP c/o CANLIN ENERGY CORPORATION	50.000000	Suspension

Table 2 – Facility Licences

FacilityLicence	Surface location	WIP name	WIP Percentage	Licence Status
F16441	16-33-079-09W6	HARVEST OPERATIONS CORP.	5.555000	Issued
F16441	16-33-079-09W6	L'ECUYER, ALBERT	2.760000	Issued
F16441	16-33-079-09W6	MANITOK ENERGY INC.	91.685000	Issued
F21572	04-11-011-13W4	FIRST WEST PETROLEUM INC.	5.118700	Issued
F21572	04-11-011-13W4	JOURNEY ENERGY INC.	10.300000	Issued
F21572	04-11-011-13W4	MANITOK ENERGY INC.	39.831300	Issued
F21572	04-11-011-13W4	SANLING ENERGY LTD.	44.750000	Issued
F22793	15-13-008-10W4	BUMPER DEVELOPMENT CORPORATION LTD.	32.500000	Issued
F22793	15-13-008-10W4	MANITOK ENERGY INC.	55.500000	Issued
F22793	15-13-008-10W4	PETROCAPITA OIL AND GAS L.P.	12.000000	Issued
F25965	10-01-041-03W5	FREEHOLD ROYALTIES LTD.	12.500000	Issued
F25965	10-01-041-03W5	MANITOK ENERGY INC.	82.250000	Issued
F25965	10-01-041-03W5	NAL RESOURCES LIMITED	5.250000	Issued

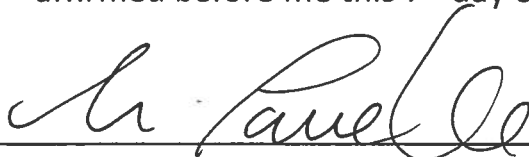
F26171	11-02-081-12W6	ARC RESOURCES LTD.	60.000000	Amended
F26171	11-02-081-12W6	MANITOK ENERGY INC.	40.000000	Amended
F26197	04-14-081-12W6	ARC RESOURCES LTD.	47.500000	Amended
F26197	04-14-081-12W6	CANADIAN NATURAL RESOURCES LIMITED	26.250000	Amended
F26197	04-14-081-12W6	MANITOK ENERGY INC.	26.250000	Amended
F26772	16-36-027-05W5	MANITOK ENERGY INC.	67.000000	Issued
F26772	16-36-027-05W5	VERMILION ENERGY INC.	33.000000	Issued
F29860	11-02-081-12W6	ARC RESOURCES LTD.	38.180000	Issued
F29860	11-02-081-12W6	CANADIAN NATURAL RESOURCES LIMITED	27.125000	Issued
F29860	11-02-081-12W6	CANADIAN NATURAL RESOURCES NORTHERN ALBERTA PARTNERSHIP c/o CANADIAN NATURAL RESOURCES LIMITED	3.320000	Issued
F29860	11-02-081-12W6	GLENOGLE ENERGY INC.	4.250000	Issued
F29860	11-02-081-12W6	MANITOK ENERGY INC.	27.125000	Issued
F30310	10-18-048-22W5	HUSKY OIL OPERATIONS LIMITED	50.000000	Amended
F30310	10-18-048-22W5	MANITOK ENERGY INC.	50.000000	Amended
F30498	04-20-013-15W4	CANADIAN NATURAL RESOURCES LIMITED	22.500000	Issued
F30498	04-20-013-15W4	MANITOK ENERGY INC.	77.500000	Issued
F31717	03-20-013-15W4	CANADIAN NATURAL RESOURCES LIMITED	22.500000	Amended
F31717	03-20-013-15W4	MANITOK ENERGY INC.	77.500000	Amended
F32046	03-20-079-09W6	MANITOK ENERGY INC.	70.000000	Issued
F32046	03-20-079-09W6	LONGSHORE RESOURCES LTD.	30.000000	Issued
F32089	01-09-079-11W6	LONGSHORE RESOURCES LTD.	8.750000	Issued
F32089	01-09-079-11W6	MANITOK ENERGY INC.	67.250000	Issued
F32089	01-09-079-11W6	LONGSHORE RESOURCES LTD.	24.000000	Issued
F32734	01-09-081-12W6	MANITOK ENERGY INC.	56.250000	Issued
F32734	01-09-081-12W6	LONGSHORE RESOURCES LTD.	43.750000	Issued
F34499	08-28-079-09W6	GOLDEN PRAIRIE ENERGY LTD.	3.750000	Issued
F34499	08-28-079-09W6	HARVEST OPERATIONS CORP.	2.499750	Issued
F34499	08-28-079-09W6	JAY-TWO RESOURCES LTD.	3.750000	Issued
F34499	08-28-079-09W6	MANITOK ENERGY INC.	69.208250	Issued
F34499	08-28-079-09W6	SANLING ENERGY LTD.	12.499750	Issued
F34499	08-28-079-09W6	W.F. BROWN EXPLORATION LTD.	8.292250	Issued
F36607	05-01-049-25W4	LENALTA HOLDINGS LTD.	2.000000	Issued
F36607	05-01-049-25W4	MANITOK ENERGY INC.	98.000000	Issued
F36799	05-24-051-10W4	CANADIAN NATURAL RESOURCES LIMITED	22.500000	Issued
F36799	05-24-051-10W4	MANITOK ENERGY INC.	16.667000	Issued
F36799	05-24-051-10W4	PERPETUAL OPERATING CORP.	60.833000	Issued
F39233	03-31-042-03W5	GEAR ENERGY LTD.	40.000000	Issued
F39233	03-31-042-03W5	MANITOK ENERGY INC.	60.000000	Issued
F39873	06-35-080-12W6	CANADIAN NATURAL RESOURCES	37.500000	Issued

		LIMITED		
F39873	06-35-080-12W6	GLENOGLE ENERGY INC.	25.000000	Issued
F39873	06-35-080-12W6	MANITOK ENERGY INC.	37.500000	Issued
F8795	10-10-041-03W5	CHINOOK ENERGY INC.	30.459800	Amended
F8795	10-10-041-03W5	FREEHOLD ROYALTIES LTD.	4.601000	Amended
F8795	10-10-041-03W5	MANITOK ENERGY INC.	30.459800	Amended
F8795	10-10-041-03W5	NAL RESOURCES LIMITED	5.870000	Amended
F8795	10-10-041-03W5	SIGNALTA RESOURCES LIMITED	27.727500	Amended
F8795	10-10-041-03W5	WRANGLER MANAGEMENT LTD.	0.881900	Amended

This is Exhibit "D" referred to in the

Affidavit of Laura Chant

affirmed before me this 7<sup>th</sup> day of October, 2020

A handwritten signature in cursive script, appearing to read "M. Lavelle", written over a horizontal line.

A Notary Public or Commissioner for Oaths in and for Alberta

Maria E. Lavelle  
Barrister and Solicitor  
Alberta Energy Regulator

## Environmental Protection Order EPO 2020-05

<p>MADE at the City of Calgary, in the Province of Alberta, on</p> <p><b>January 29, 2020</b></p>	<p>ALBERTA ENERGY REGULATOR</p>
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The Alberta Energy Regulator (“AER”), under sections 140 and 241 of the *Environmental Protection and Enhancement Act* (“EPEA” or the “Act”) orders:

**Manitok Energy Inc. (A5M4)**  
1600, 421 7 Ave SW  
Calgary, AB T2P 4K9  
 (“the Licensee”)

WHEREAS the Licensee is the holder of licenses issued by the Alberta Energy Regulator (“AER”) for the wells listed in Appendix 1 (the “Licences”);

WHEREAS the Licences are located on “specified land” as defined in s. 134(f) of *EPEA* and s. 1(t) of the *Conservation and Reclamation Regulation*, and described in Appendix 1 (the “Sites”);

WHEREAS the Licensee is an “operator” in respect of the Sites as defined in s. 134(b) of *EPEA*;

WHEREAS on February 20, 2018, the Licensee was petitioned into receivership with Alvarez & Marsal Canada Inc. appointed as Receiver-Manager (Receiver);

WHEREAS on July 9, 2019, the Receiver received court approval for discharge over select Licensee’s assets, including the Licences set out in Appendix 1 and the Receiver is not providing control or possession over the Sites;

WHEREAS the AER is of the opinion that the Licensee is unable to operate or to provide care and custody of the Manitok Sites;

WHEREAS the AER considers it necessary to issue an order to ensure public safety and protect the environment;

WHEREAS according to Alberta Corporate Registry, effective February 27, 2018, Manitok had no directors associated with the corporation, and a Struck status effective January 2, 2020;

WHEREAS section 137 of *EPEA* states that an operator must conserve and reclaim specified land;

WHEREAS reclamation certificates have not been issued for the Sites pursuant to s. 138 of the Act;

WHEREAS Kaitlin Szacki, Manager, Orphaning and Insolvency (the Manager) has the authority to issue environmental protection orders under sections 140 and 241 of *EPEA*;

WHEREAS the Manager is of the opinion that the performance of the work described in this Order is necessary to conserve and reclaim the specified land at the Sites;

THEREFORE, I, Kaitlin Szacki, Manager, Orphaning and Insolvency, under sections 140 and 241 of the *Environmental Protection and Enhancement Act*, DO HEREBY ORDER THE FOLLOWING:

1. The Licensee shall submit a plan (the “Reclamation Plan”) to the Manager by February 11, 2020 for the conservation and reclamation of the Sites.
2. The Reclamation Plan for the conservation and reclamation of the Sites shall include the actions that will be taken to reclaim the Sites and obtain reclamation certificates as per section 137 of EPEA.
3. The Licensee shall implement the work in the Reclamation Plan that is approved by the Manager.
4. The Licensee shall apply for reclamation certificates for the Sites once all the work in the Reclamation Plan has been completed.

Dated at the City of Calgary in the Province of Alberta, on January 29, 2020.

<Original Signed By>

Kaitlin Szacki  
Manager, Orphaning and Insolvency  
Alberta Energy Regulator

In complying with this order, the party or parties named must obtain all approvals necessary, notwithstanding the above requirements.

This order in no way precludes any enforcement actions being taken regarding this matter under the *Environmental Protection and Enhancement Act* or any other provincial or federal legislation, or by any other regulator with jurisdiction.

All enforcement actions issued by the AER may be subject to a follow-up review to confirm previous commitments have been completed and measures have been implemented, to ensure similar noncompliances are prevented in the future. The AER may request any information that demonstrates steps have been taken to prevent repeat noncompliances from occurring.

Under the *Responsible Energy Development Act*, an eligible person may appeal decisions that meet certain criteria. Eligible persons and appealable decisions are defined in section 36 of the *Responsible Energy Development Act* and section 3.1 of the *Responsible Energy Development Act General Regulation*. If you wish to file a request for regulatory appeal, you must submit your request according to the AER’s requirements. You can find filing requirements and forms on the AER website, [www.aer.ca](http://www.aer.ca), under Applications & Notices: Appeals.

Table 1 - Well List

Licence Number	Unique Well Identifier	Surface Location	Working Interest Participants	WIP Interest	Well Status	Surface Rights
W0460086	Not available.	03-25-010-29W4	Manitok Energy Inc.	100.00%	Cancelled	Private
W0460092	Not available.	03-25-010-29W4	Manitok Energy Inc.	100.00%	Cancelled	Private

This is Exhibit "E" referred to in the

Affidavit of Laura Chant

affirmed before me this 7<sup>th</sup> day of October, 2020



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A Notary Public or Commissioner for Oaths in and for Alberta

Maria E. Lavelle  
Barrister and Solicitor  
Alberta Energy Regulator



**Order AD 2020-022**

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MADE at the City of Calgary, in the  
Province of Alberta, on

**April 9, 2020**

ALBERTA ENERGY REGULATOR

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**Under section 25 and 27 of the *Oil and Gas Conservation Act* (OGCA)**

**Manitok Energy Inc. (A5M4)**

1600, 421 7 Ave SW  
Calgary, AB T2P 4K9

**(“Manitok” or “the Licensee”)**

and

Bounty Developments Ltd.  
1250, 340 - 12 Avenue S.W  
Calgary, AB T2R 1L5

**(collectively, “the Parties”)**

WHEREAS Manitok Energy Inc. (the Licensee) is the licensee of the facility licence outlined in Appendix A (the Manitok Licence);

WHEREAS the Licensee is the operator of the site (the Manitok Site) associated with the Manitok Licence;

WHEREAS the Parties are working interest participants in the Manitok Licence;

WHEREAS on February 20, 2018, the Licensee was petitioned into receivership with Alvarez & Marsal Canada Inc. appointed as Receiver-Manager (Receiver);

WHEREAS on July 9, 2019, the Receiver obtained court approval for partial discharge over select assets, including the Licence set out in Appendix 1, and the Receiver is not providing control or possession over the Manitok Site;

WHEREAS the Licensee’s status on the Alberta Corporate Registry as of January 2, 2020 is Struck;

WHEREAS the AER is of the opinion that the Licensee is unable to operate, or to provide care and custody of, the Manitok Site;

WHEREAS in the circumstances the Properties may pose an environmental or safety hazard and should be suspended and abandoned;

WHEREAS David Hardie, Director, Liability Management, has been appointed a Director for the purposes of issuing orders under the OGCA;

Therefore, I, David Hardie, Director, Liability Management, under sections 25 and 27 of the *OGCA*, DO HEREBY ORDER THE FOLLOWING:

1. The Manitok Licence is hereby suspended.
2. Any containment devices or equipment including but not limited to tanks, vessels, pipelines, lease piping, sumps, drains, tubs, containers, pits, or containment rings on the Manitok Site must be depressurized, emptied, and rendered safe in a manner acceptable to the AER no later than April 23, 2020.
3. Any fluids located on the Manitok Site must be immediately removed and stored or disposed of in a manner acceptable to the AER no later than April 23, 2020.
4. Any hazards on the Manitok Site that presents a risk to public safety or the environment, must be reported and addressed in a manner acceptable to the AER no later than April 23, 2020.
5. All wells listed in Appendix A must be shut in, sealed, locked and chained in a manner acceptable to the AER no later than April 23, 2020.
6. The Parties listed in Table 1 of Appendix A have until **May 9, 2020** to:
  - a. Notify the AER of the working interest participant's intention to apply for a transfer of the Manitok Licence in which they are a working interest participant, and advise if they are providing care and custody, including emergency response, of the Manitok Site listed in Table 1 of Appendix A; or
  - b. Submit an abandonment plan to the AER for approval that sets out the date by which the working interest participant will complete abandonment of the Manitok site listed in Appendix A in which they are a working interest participant;
    - i. Upon approval of the Abandonment Plan by the AER, the Parties shall abandon all wells and/or facilities in which they are a working interest participant.
    - ii. The Parties may submit amendments to the Abandonment Plan, for approval by the AER.

- iii. Upon written request of the AER, the Parties shall amend the Abandonment Plan.
- 7. When complying with section 6 of this Order, the Parties shall submit all applicable documentation confirming completion of abandonment operations, including confirmation of surface abandonment and removal of cement pads, debris, and produced liquids associated with the wells and facilities listed in Appendix A, in which they are a working interest participant.
- 8. Pursuant to section 101 of the *OGCA*, the Parties, and their agents, are entitled to have access to and may enter on the land and any structures on the land concerned for the purposes of carrying out activities contemplated in this Order.

Dated at the City of Calgary in the Province of Alberta, the 9th day of April, 2020.

<Original signed by>

David Hardie  
Director, Liability Management  
Alberta Energy Regulator

In complying with this order, the party or parties named must obtain all approvals necessary, notwithstanding the above requirements.

This order in no way precludes any enforcement actions being taken regarding this matter under the *Oil and Gas Conservation Act* and *Pipeline Act* or any other provincial or federal legislation, or by any other regulator with jurisdiction.

All enforcement actions issued by the AER may be subject to a follow-up review to confirm previous commitments have been completed and measures have been implemented, to ensure similar noncompliances are prevented in the future. The AER may request any information that demonstrates steps have been taken to prevent repeat noncompliances from occurring.

Under the *Responsible Energy Development Act*, an eligible person may appeal decisions that meet certain criteria. Eligible persons and appealable decisions are defined in section 36 of the *Responsible Energy Development Act* and section 3.1 of the *Responsible Energy Development Act General Regulation*. If you wish to file a request for regulatory appeal, you must submit your request according to

the AER's requirements. You can find filing requirements and forms on the AER website, [www.aer.ca](http://www.aer.ca), under Applications & Notices: Appeals.

**Appendix A****Table 1 – Facility Licences**

<b>Licence</b>	<b>Surface Location</b>	<b>Working Interest Participant</b>	<b>Percent</b>
F31644	12-34-010-13W4	Bounty Developments Ltd.	25.00%
F31644	12-34-010-13W4	Manitok Energy Inc.	75.00%

This is Exhibit "F" referred to in the

Affidavit of Laura Chant

affirmed before me this 7<sup>th</sup> day of October, 2020



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A Notary Public or Commissioner for Oaths in and for Alberta

Maria E. Lavelle  
Barrister and Solicitor  
Alberta Energy Regulator

## Environmental Protection Order EPO 2020-030

<p>MADE at the City of Calgary, in the Province of Alberta, on</p> <p><b>April 9, 2020</b></p>	<p>ALBERTA ENERGY REGULATOR</p>
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The Alberta Energy Regulator (“AER”), under sections 140 and 241 of the *Environmental Protection and Enhancement Act* (“EPEA” or the “Act”) orders:

**Manitok Energy Inc. (A5M4)**  
1600, 421 7 Ave SW  
Calgary, AB T2P 4K9

(“the Licensee”)

and

**Canadian Coyote Energy Ltd.**  
1600, 333 – 7th Avenue S.W.  
Calgary, AB T2P 2Z1

and

**Pacoota Oil Ltd.**  
1304 Killearn Avenue S.W.  
Calgary, AB T2V 2N4

and

**Templar Energy Ltd.**  
110 - 625 4 Ave SW  
Calgary, AB T2P 3N9

(collectively, “the Parties”)

WHEREAS the Parties were licensed or otherwise authorized by the AER to operate the wells on the land as legally described in Appendix 1 (the “Sites”);

WHEREAS the Parties are “operators” as defined in s. 134(b) of *EPEA*;

WHEREAS on February 20, 2018, the Licensee was petitioned into receivership with Alvarez & Marsal Canada Inc. appointed as Receiver-Manager (Receiver);

WHEREAS on July 9, 2019, the Receiver obtained court approval for partial discharge over select assets, including the Licences set out in Appendix 1, and the Receiver is not providing control or possession over the Sites;

WHEREAS the Licensee's status on the Alberta Corporate Registry as of January 2, 2020 is Struck;

WHEREAS Canadian Coyote Energy Ltd., Pacoota Oil Ltd., and Templar Energy Ltd. are working interest participant in the wells on the Sites;

WHEREAS the status of Canadian Coyote Energy Ltd. on the Alberta Corporate Registry as of April 2, 2017 is Struck;

WHEREAS the status of Pacoota Oil Ltd. on the Alberta Corporate Registry as of January 2, 2005 is Struck;

WHEREAS the status of Templar Energy Ltd. on the Alberta Corporate Registry as of September 2, 1999 is Struck;

WHEREAS the Sites are "specified land" as defined in s. 134(f) of the Act and s. 1(t) of the *Conservation and Reclamation Regulation*;

WHEREAS section 137 of *EPEA* states that an operator must conserve and reclaim specified land;

WHEREAS reclamation certificates have not been issued for the Sites pursuant to s. 138 of the Act;

WHEREAS Kaitlin Szacki, Manager, Orphaning, Insolvency & Legacy has the authority to issue environmental protection orders under section 140 of the Act (the "Manager");

WHEREAS the Manager is of the opinion that the performance of the work described in this Order is necessary to conserve and reclaim the specified land at the Sites;

THEREFORE, I, Kaitlin Szacki, Manager, Orphaning, Insolvency & Legacy, under sections 140 and 241 of the *Environmental Protection and Enhancement Act*, DO HEREBY ORDER THE FOLLOWING:

1. The Licensee shall submit a plan (the "Reclamation Plan") to the Manager by April 16, 2020 for the conservation and reclamation of the Sites.
2. The Reclamation Plan for the conservation and reclamation of the Sites shall include the actions that will be taken to reclaim the Sites and obtain reclamation certificates as per section 137 of *EPEA*.
3. The Reclamation Plan shall include a detailed schedule of implementation for the work required by the Reclamation Plan.
4. The Licensee shall implement the work in the Reclamation Plan in accordance with the schedule of implementation that is approved by the Manager.
5. The Licensee shall apply for reclamation certificates for the Sites once all the work in the Reclamation Plan has been completed.

Dated at the City of Calgary in the Province of Alberta, on the 9th day of April, 2020.

<Original signed by>

Kaitlin Szacki,  
Manager, Orphaning, Insolvency & Legacy



In complying with this order, the party or parties named must obtain all approvals necessary, notwithstanding the above requirements.

This order in no way precludes any enforcement actions being taken regarding this matter under the *Environmental Protection and Enhancement Act* or any other provincial or federal legislation, or by any other regulator with jurisdiction.

All enforcement actions issued by the AER may be subject to a follow-up review to confirm previous commitments have been completed and measures have been implemented, to ensure similar noncompliances are prevented in the future. The AER may request any information that demonstrates steps have been taken to prevent repeat noncompliances from occurring.

Under the *Responsible Energy Development Act*, an eligible person may appeal decisions that meet certain criteria. Eligible persons and appealable decisions are defined in section 36 of the *Responsible Energy Development Act* and section 3.1 of the *Responsible Energy Development Act General Regulation*. If you wish to file a request for regulatory appeal, you must submit your request according to the AER's requirements. You can find filing requirements and forms on the AER website, [www.aer.ca](http://www.aer.ca), under Applications & Notices: Appeals.

# Appendix 1


## Table 1 - Well List

Licence No	UWI	Status	Surface Location	Working Interest Participants (WIP)	WIP Interest
W0471954	00/02-03-032-08W5/0	Issued	10-03-032-08W5	Manitok Energy Inc.	100.00%
W0469866	02/14-32-022-25W4/0	Issued	02-32-022-25W4	Manitok Energy Inc.	100.00%
W0460386	00/08-34-027-21W4/0	Issued	09-03-028-21W4	Manitok Energy Inc.	100.00%
W0303307	00/09-33-028-21W4/0	Issued	12-34-028-21W4	Manitok Energy Inc.	100.00%
W0300121	00/07-14-095-02W6/0	Abandoned	08-14-095-02W6	Manitok Energy Inc.	100.00%
W0295543	02/05-13-028-21W4/0	Issued	05-13-028-21W4	Manitok Energy Inc.	100.00%
W0294971	00/10-12-028-21W4/0	Amended	11-12-028-21W4	Manitok Energy Inc.	100.00%
W0278778	00/13-11-022-25W4/0	Abandoned	14-11-022-25W4	Manitok Energy Inc.	100.00%
W0259947	W0/13-07-028-20W4/0	Amended	12-07-028-20W4	Manitok Energy Inc.	100.00%
W0216811	02/12-07-028-20W4/0	Amended	15-12-028-21W4	Manitok Energy Inc.	100.00%
W0212335	00/11-34-028-21W4/0	Issued	12-34-028-21W4	Manitok Energy Inc.	100.00%
W0207053	00/07-13-028-21W4/0	Issued	16-12-028-21W4	Manitok Energy Inc.	100.00%
W0206266	02/06-13-028-21W4/0	Amended	15-12-028-21W4	Manitok Energy Inc.	100.00%
W0205175	00/12-34-028-21W4/0	Amended	12-34-028-21W4	Manitok Energy Inc.	100.00%
W0199440	00/05-35-090-06W5/0	Abandoned	05-35-090-06W5	Manitok Energy Inc.	100.00%
W0180726	00/16-12-028-21W4/0	Suspension	05-18-028-20W4	Manitok Energy Inc.	100.00%
W0170241	00/08-20-028-21W4/0	Suspension	08-20-028-21W4	Manitok Energy Inc.	100.00%
W0165124	02/13-31-029-06W4/0	Abandoned	13-31-029-06W4	Canadian Coyote Energy Ltd.	37.50%
W0165124	02/13-31-029-06W4/0	Abandoned	13-31-029-06W4	Manitok Energy Inc.	25.00%
W0165124	02/13-31-029-06W4/0	Abandoned	13-31-029-06W4	Pacoota Oil Ltd.	12.50%
W0165124	02/13-31-029-06W4/0	Abandoned	13-31-029-06W4	Templar Energy Ltd.	25.00%
W0089178	00/12-32-041-13W4/0	Abandoned	12-32-041-13W4	Manitok Energy Inc.	100.00%

Licence No	Status	Surface Location	Working Interest Participants (WIP)	WIP Interest
F41382	Abandoned	04-23-063-21W4	Manitok Energy Inc.	100.00%
F40428	Issued	10-32-049-01W4	Manitok Energy Inc.	100.00%
F3831	Issued	12-34-028-21W4	Manitok Energy Inc.	100.00%
F3812	Issued	11-12-028-21W4	Manitok Energy Inc.	100.00%
F3802	Issued	05-18-028-20W4	Manitok Energy Inc.	100.00%
F36723	Abandoned	10-27-059-16W4	Manitok Energy Inc.	100.00%
F35537	Issued	02-36-060-05W4	Manitok Energy Inc.	100.00%
F28690	Issued	02-30-004-04W4	Manitok Energy Inc.	100.00%
F12369	Issued	02-29-054-07W4	Manitok Energy Inc.	100.00%

This is Exhibit N referred to in the Affidavit of  
Sarah Trigueiro

Sworn before me on April 5<sup>th</sup>, 2021

  
Commissioner for Oaths in and for  
the Province of Alberta

**D. Aaron Stephenson**  
**Barrister & Solicitor**

PRINT NAME AND EXPIRY OR  
LAWYER/STUDENT-AT-LAW



COURT FILE NUMBER

25-2332583

25-2332610

25-2335351

COURT

COURT OF QUEEN'S BENCH OF ALBERTA IN  
BANKRUPTCY AND INSOLVENCY  
CALGARY

JUDICIAL CENTRE

PROCEEDINGS

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

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

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

RESPONDENT

ALBERTA ENERGY REGULATOR

DOCUMENT

**BRIEF OF THE RESPONDENT**

ADDRESS FOR SERVICE AND  
CONTACT INFORMATION OF  
PARTY FILING THIS  
DOCUMENT

**ALBERTA ENERGY REGULATOR**  
Suite 1000, 250 – 5<sup>th</sup> Street S.W.  
Calgary, AB. T2P 0R4

Attention: Maria Lavelle  
Telephone No.: 403-297-3736  
Fax No.: 403-297-7031

## I. INTRODUCTION

1. This Brief is submitted by the Alberta Energy Regulator (the “AER”) in its capacity as the regulator of upstream oil and gas development throughout its life cycle in Alberta and a stakeholder in the Manitok Energy Inc. (Manitok) receivership (Receivership).
2. The AER supports the position of the Receiver that the End of Life Obligations must be paid out of the estate funds in preference to the Lien Claims. The Supreme Court of Canada in *Orphan Well Association v. Grant Thornton Ltd.* 2019 SCC 5 (*Redwater*) affirmed the AER’s regulatory ability to enforce regulatory requirements regarding outstanding environmental liabilities to the maximum extent possible in insolvencies, prior to distribution of funds to creditors.
3. The AER also files this Brief to set out the various orders and regulatory steps that it took in the Manitok Receivership.

## II. FACTS

### A. Background

4. Manitok Energy Inc. (“Manitok”) is insolvent and Alvarez & Marsal Canada Inc. (the Receiver) was appointed on February 20, 2018 as Receiver and Manager.
5. Manitok is an AER licensee that at the time of its insolvency held AER licences for 907 wells, 137 facilities plus pipelines.<sup>1</sup>

### B. AER Mandate and Practices

6. The AER was established by the *Responsible Energy Development Act (REDA)* and acts as the single regulator of all upstream oil and gas activities in the Province of Alberta.<sup>2</sup> The AER’s mandate includes providing “efficient, safe, orderly and environmentally responsible development of energy resources in Alberta.”<sup>3</sup>
7. In carrying out its mandate, the AER establishes rules and issues licences, approvals, permits, orders, decisions and directions in furtherance of the purposes of the AER

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<sup>1</sup> Affidavit of Laura Chant, para. 3.

<sup>2</sup> Affidavit of Laura Chant, para. 2.

<sup>33</sup> Section 2, *Responsible Energy Development Act (REDA)*, SA 2020, c. R-17.3

administered legislation including the Oil and Gas Conservation Act (OGCA).<sup>4</sup> The AER also enforces the requirements of its administered legislation.

8. The AER will not grant a company a licence under its administered legislation unless that company assumes the end of life obligations for plugging and capping oil wells to prevent leaks, dismantling surface structures and restoring the surface to its previous condition. These environmental obligations are known as “abandonment” and “reclamation”.<sup>5</sup>
9. A licensee must abandon a well or facility when ordered to do so by the Regulator or when required by the rules or regulations. The Regulator may order abandonment when “the Regulator considers that it is necessary to do so in order to protect the public or the environment.”<sup>6</sup> Under the rules, a licensee is required to abandon a well or facility, *inter alia*, on the termination of the mineral lease, surface right or right of entry, where the Regulator cancels or suspends the licence or where the Regulator notifies the licensee that the well or facility may constitute an environmental or safety hazard.<sup>7</sup> Section 23 of the *Pipeline Act* requires licensees to abandon pipelines in similar situations.<sup>8</sup> The duty to reclaim is established by s. 137 of EPEA.
10. As described in *Redwater*, in the case of an insolvency, the OGCA, the *Pipeline Act* and EPEA all contemplate that a licensee’s regulatory obligations will continue to be fulfilled.<sup>9</sup> The definitions of “licensee” in the OGCA and Pipeline Act and “operator” in the EPEA explicitly include receivers, receiver-managers and trustees.<sup>10</sup>
11. In a receivership, following the discharge of the Receiver, who is no longer providing control or possession over the discharged sites associated with AER licences, the enforcement process results in the issuance of the abandonment orders to the licensee and any remaining working interest participants (WIPs), as well as reclamation orders directed to the licensee.<sup>11</sup>
12. Where there were no remaining responsible parties, the AER designated the sites as “orphan” to enable the abandonment and reclamation work to be conducted by the Orphan Well Association (“OWA”).<sup>12</sup>
13. Once the OWA has completed its environmental work, it may be reimbursed for its costs. The AER looks first to the estate proceeds to address the licensee’s remaining environmental obligations.<sup>13</sup> Only where the estate proceeds are inadequate to address

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<sup>4</sup> *Oil and Gas Conservation Act* (OGCA), R.S.A. 2000, c. O-6

<sup>5</sup> OGCA, s. 1(1)(b) and *Environmental Protection and Enhancement Act*, R.S.A. 2000, c. E-12, s. 1(ddd).

<sup>6</sup> OGCA, s. 27(3)

<sup>7</sup> *Oil and Gas Conservation Rules* (OGCR), Alta. Reg. 151/71, s. 3.012).

<sup>8</sup> *Pipeline Act*, (Pipeline Act) R.S.A. 2000, c. P-15.

<sup>9</sup> *Orphan Well Association v. Grant Thornton Ltd.*, 2019 SCC 5, at para. 21.

<sup>10</sup> OGCA, s. 1(1)(cc), Pipeline Act, s. 1(1)(n) and EPEA, s. 134(b)(vi).

<sup>11</sup> Affidavit of Laura Chant, at para. 8.

<sup>12</sup> OGCA, s. 70(2)(a).

<sup>13</sup> Affidavit of Laura Chant, at para. 18.

the licensee's end of life obligations will the use of the "orphan fund" under s. 70 of the OGCA be considered.

### **C. Developments Subsequent to the Partial Discharge Order**

14. The Receiver in Manitok implemented a court-approved sales process for Manitok's oil and gas properties. As discussed in the Receiver's Ninth Report and subsequent reports, the AER worked with the receiver to pursue marginally or non-accretive sales to reduce the number of unsold assets and therefore reduce any remaining end of life obligations in the estate.<sup>14</sup>
15. At the completion of the Court-approved sale process, there remained a significant amount of unsold property, including oil and gas assets (the "Unsold Assets"). On July 9, 2019, the Court granted the Receiver a partial discharge over the Unsold Assets (Partial Discharge Order).<sup>15</sup> As described in the Receivers' 11th and 15th Report, the Receiver further advised that there were insufficient funds remaining in the estate to address the end of life obligations of those assets that remained unsold.<sup>16</sup>
16. After the Partial Discharge Order was granted, the AER commenced enforcement proceedings. It issued abandonment and reclamation orders to Manitok and WIPs.<sup>17</sup> It also orphaned assets where no responsible party remained and directed the OWA to abandon and reclaim those assets.<sup>18</sup>
17. Pursuant to the Court's Third and Fourth Interim Distribution Orders on October 16, 2019, and the confidential distribution agreement entered into between the National Bank of Canada and the AER, the AER received the distribution of some funds from the sales of the Manitok assets.<sup>19</sup> These funds will be held in trust by the AER for Manitok and applied against the costs incurred by the OWA in abandoning and reclaiming those Manitok assets that were orphaned to them, or where the OWA has reimbursed the WIP for Manitok's proportionate share of abandonment and/or reclamation costs incurred.<sup>20</sup> As the Receiver advised in its Fifteenth Report, total realizations from the Receivership will be substantially less than the cost of satisfying the end of life obligations associated with the Unsold Assets.<sup>21</sup>

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<sup>14</sup> Receiver's Ninth Report, dated June 25, 2019, at paras 10(h), 17-20, 24, 28-31.

<sup>15</sup> Partial Discharge Order, granted and filed July 9, 2019.

<sup>16</sup> Receiver's Eleventh Report, dated September 12, 2019, at para. 28 and Receiver's Fifteenth Report, dated September 18, 2020, at para. 16.

<sup>17</sup> Affidavit of Laura Chant, paras. 10-11, 13-15.

<sup>18</sup> Affidavit of Laura Chant, paras. 9, 12, and 16.

<sup>19</sup> Third and Fourth Interim Distribution Orders, granted October 16, 2019 (filed October 17, 2019).

<sup>20</sup> Affidavit of Laura Chant, para. 17.

<sup>21</sup> Receiver's Fifteenth Report, dated September 18, 2020, at para. 16.



### III. ISSUE

The Receiver, Prentice and Riverside have agreed on the sole issue to be determined, which is the following:

*Whether end of life obligations associated with the abandonment and reclamation of unsold oil and gas properties must be satisfied by the Receiver from Manitok's estate in preference to satisfying what may otherwise be first-ranking builders' lien claims based on services provided by the lien claimants before the receivership date.*

### IV. ANALYSIS

#### A. Priority of End of Life Obligations under Redwater SCC

The AER adopts the analysis of the Receiver with respect to the priority of end of life obligations under the Supreme Court of Canada's decision in *Redwater*.

### V. RELIEF SOUGHT

The AER supports the Receiver's application and the request for an order determining that End of Life Obligations must be paid in preference to the Lien Claims and authorizing the release of the Lien Holdbacks to become general estate funds.

ALL OF WHICH IS RESPECTFULLY SUBMITTED THIS 7th DAY OF OCTOBER 2020

ALBERTA ENERGY REGULATOR



Maria Lavelle  
Legal Counsel

This is Exhibit **O** referred to in the Affidavit of  
Sarah Trigueiro

Sworn before me on April 5<sup>th</sup>, 2021



Commissioner for Oaths in and for  
the Province of Alberta

**D. Aaron Stephenson**  
Barrister & Solicitor

PRINT NAME AND EXPIRY OR  
LAWYER/STUDENT-AT-LAW

COURT FILE NUMBER           25-2332583  
  25-2332610  
  25-2335351

COURT                           COURT OF QUEEN’S BENCH OF  
  ALBERTA

JUDICIAL CENTRE            CALGARY

PLAINTIFF                    RIVERSIDE FUELS LTD.

RESPONDENT                 MANITOK ENERGY INC.

DOCUMENT                    **AFFIDAVIT OF RESPONDENT**

ADDRESS FOR SERVICE AND   **HAMILTON BALDWIN LAW**  
CONTACT INFORMATION OF    P.O. Box 249, 5039 50 Street  
PARTY FILING THIS          Rocky Mountain House, Alberta T4T 1A2  
DOCUMENT                    Tel: 403.845.7301  
  Fax: 403.845.8063  
  Attn: Garrett SE Hamilton  
  File No. 1008

**AFFIDAVIT OF DONALD A. HAMILTON**  
**Sworn on October 8, 2020**

I, Donald A. Hamilton, of Rocky Mtn. House, Alberta, **MAKE OATH AND SWEAR AND SAY THAT:**

**INTRODUCTION**

1. I am the President of Riverside Fuels Ltd. ("**Riverside**"), a corporation incorporated pursuant to the *Business Corporations Act* (Alberta), R.S.A. 2000, c. B-9. I have personal knowledge of the facts set out in this Affidavit except where stated to be based upon information and belief, in which case I believe them to be true.
2. Prior to 2013, Riverside and ManitoK Energy Inc. ("**ManitoK**") entered into a verbal agreement whereby Riverside agreed to furnish and deliver fuel and lubricants (the "**Materials**") to ManitoK on a periodic basis, for use at specific oil and gas production and operation sites.
3. The Materials were used in facilities located on the subject lands to support the extraction of minerals under ManitoK's oil and gas licenses.

4. Upon delivery of the Materials to the instructed oil and gas sites, Riverside issued invoices to Manitoak. The rendered invoices were subsequently approved by Manitoak staff and the approved invoices were submitted to Manitoak for payment.
5. Riverside provided Materials to Manitoak periodically from 2013 until the date of receivership, after which Riverside continued to periodically provide Materials to the Receiver.

#### LIABILITY MANAGEMENT PROGRAM

6. Attached hereto to this my Affidavit as **Exhibit "A"** is a copy of the Liability Management Programs Results Report dated July 1, 2017 (the "**July Report**"). I am advised that the July Report reports Manitoak as having a Security Adjusted Liability Management Rating ("**LMR**") of 2.83. I am further advised that in its Liability Management Rating Summary, the July Report shows that an LMR value greater than 2.0 is an LMR ratio greater than two thirds of all licensees in Alberta.
7. I have previously relied upon the available LMR reports to determine whether to continue to provide Materials to Manitoak prior to the receivership date despite an increased timeframe for payment.
8. I am advised that as of approximately January 2020, the Regulator no longer reports LMR for individual licensees.
9. I reviewed the Abandonment Order AD 2019-06 issued by the Alberta Energy Regulator on August 21, 2019 and do verily believe that none of the Lands or PNG Leases as defined below that were liened by Riverside are present in the Abandonment Order.

#### UNPAID INVOICES

10. Prior to the receivership date a total of 40 invoices were rendered by Riverside Fuels for the Materials and associated delivery charges. The rendered invoices were subsequently approved by Manitoak staff and the approved invoices were submitted to Manitoak for payment (the "**Invoices**").
11. To date, Manitoak has refused or neglected to pay all of the sums owing pursuant to the Invoices.
12. The Materials were furnished and delivered to the following locations and used in connection with the recovery of minerals at those locations:
  - a. 6-9-42-15W5;
  - b. 15-1-42-15W5;
  - c. 2-29-42-15W5;

- d. 13-15-42-15W5;
- e. 6-21-42-15W5;
- f. 13-31-42-15W5;
- g. 11-25-42-15W5; and
- h. 15-19-42-15W5;

(the "**Lands**").

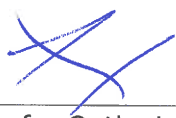
13. To the best of my knowledge and belief, the oil and gas production and operation sites located on the Lands are responsible for mineral production from the following Petroleum and Natural Gas Licenses/Leases, among others:

- a. 055 5517050202 (5 Year Foothills Petroleum and Natural Gas License);
- b. 055 5511050469 (5 Year Foothills Petroleum and Natural Gas License);
- c. 055 5511050466 (5 Year Foothills Petroleum and Natural Gas License);
- d. 006 0611050413 (5 Year Foothills Petroleum and Natural Gas License); and
- e. 006 0610060560 (5 Year Foothills Petroleum and Natural Gas License);

(the "**PNG Leases**").

14. Prior to Manitok entering receivership, Riverside Fuels last delivered Materials to the Lands on or about December 14, 2017.
15. On or about January 12, 201, Riverside Fuels caused a Builder's Lien to be registered as Instrument No. 1800076 (the "**Lien**") against the PNG Leases. Attached hereto to this my Affidavit as **Exhibit "B"** is a true copy of the Statement of Lien Upon Interest in Crown Minerals registered by the Minister of Energy.
16. On or about January 18, 2019 an Order was granted by Justice Romaine to remove the Liens from the Lands for the purpose of sale and for Manitok's receiver to holdback \$119,093.08 pending agreement or subsequent order in relation to Riverside Fuels claim.
-

SWORN BEFORE ME at )  
Rocky Mountain House, Alberta, this 8<sup>th</sup> )  
day of October, 2020 )  
 )  
 )  
 )  
 )  
A Commissioner for Oaths in and for the )  
Province of Alberta )



**KANDACE QUALLY**  
A Commissioner for Oaths  
in and for Alberta  
My Commission Expires April 30, 2022

  
**DONALD A. HAMILTON**

EXHIBIT "A"

Alberta Energy Regulator  
Liability Management Programs Results Report  
Liability Run ID: 38694  
Liability Run Date: July 01, 2017

Disclaimer:

Please note that the information posted on this Web site is provided solely for the convenience of licensees. The Liability Management Rating (LMR) provided for licensees reflects the results of a comparison of their deemed assets to their deemed liabilities for all Liability Management programs. This ratio is based on information reported to the AER and the calculation of deemed assets and deemed liabilities as specified in AER Directive: 006 Licensee Liability Rating (LLR) Program and Licence Transfer Process, Directive 024: Large Facility Liability Management Program (LFP) and Directive 075: Oilfield Waste Liability (OWL) Program.

This information is provided without warranty of any kind, and while believed to be accurate, the AER, its agents, employees and contractors hereby disclaim any liability for losses or damages that may result or arise from the use of or reliance on the information provided on this site.

Liability Management Rating (LMR)

Industry LMR Threshold:	1.00
Industry Average LMR:	4.54
Number of Licensees at or over Industry Threshold:	420
Number of Licensees below Industry Threshold:	341
Total Number of Licensees Evaluated:	761
Total Number of Licences/Approvals Evaluated:	346,243
Total Deemed Assets:	\$136,818,065,908.67
Total Deemed Liabilities:	\$30,148,434,504.82
Total Estimated Liabilities:	\$30,700,329,129.82
Total LMR Security Held:	\$238,126,222.11

Liability Management (LMR) Rating Summary

LMR Range	Number of Licensees	Number of Licences/ Approvals	Total Deemed Assets	Total Deemed Liabilities	LMR Value
0.00	240	1,844	\$213.08	\$115,482,897.02	0.00
0.01 - 0.49	42	3,050	\$36,468,799.55	\$284,185,568.36	0.13
0.50 - 0.99	59	5,389	\$457,400,883.53	\$562,845,444.37	0.81
1.00 - 1.49	126	28,239	\$2,760,220,811.42	\$2,254,114,742.98	1.22
1.50 - 1.99	53	36,454	\$5,152,699,410.27	\$2,977,092,397.80	1.73
2.00 - 2.99	82	110,582	\$19,148,860,346.97	\$8,153,473,517.68	2.35
3.00 - 3.99	47	109,864	\$31,320,405,560.79	\$9,556,795,286.09	3.28
4.00 - 4.99	27	9,231	\$4,404,972,934.54	\$1,037,526,603.79	4.25
5.00 - 5.99	15	5,167	\$4,294,487,440.78	\$797,450,561.96	5.39
6.00 - 6.99	16	1,957	\$1,359,248,193.33	\$207,297,898.34	6.56
7.00 - 7.99	9	2,451	\$2,489,355,074.28	\$345,941,928.41	7.20
8.00 - 8.99	7	721	\$641,665,323.67	\$76,066,701.50	8.44
9.00 - 9.99	4	7,544	\$8,640,581,161.58	\$920,129,070.23	9.39
10.00 or >	34	23,750	\$56,111,699,754.88	\$2,860,031,886.29	19.62



Liability Management Rating (LMR) Results

Licensee Name	Security On Hand	Security Adjusted LMR
1170778 Alberta Ltd. (A1ET)	*	0.39
1195714 Alberta Ltd. (A1R7)		17.73
1288131 Alberta Ltd. (A57K)		3.58
1316751 Alberta Ltd. (A2Y3)		0.00
1343358 Alberta Ltd. (A2TB)		1.00
1354465 Alberta Ltd. (A5G7)	*	0.94
1367290 Alberta Ltd. (A5F8)		1.00
1435008 Alberta Ltd. (A7G3)	*	1.00
1506928 Alberta Ltd. (A5VK)		3.86
1509178 Alberta Ltd. (A5XP)	*	1.14
155725 Canada Ltd. (0LD3)		2.65
1822916 Alberta Ltd. (A6X3)		2.30
1852797 Alberta ULC (A73D)	*	1.00
1885712 Alberta Ltd. (A76B)	*	1.00
1977715 Alberta Ltd. (A7EF)	*	1.00
2020568 Alberta Ltd. (A7JT)		2.57
258912 Alberta Ltd. (0DG1)	*	1.32
391138 Alberta Ltd. (0PE6)		2.74
410577 Alberta Limited (0NB3)	*	1.00
439 Oil Corp. (A098)	*	1.00
538080 Alberta Corporation (A07P)	*	1.51
545279 Alberta Limited (0PT6)	*	1.01
611890 Alberta Inc. (A5EF)		6.26
840586 Alberta Ltd. (0D6B)		1.38
935821 Alberta Ltd. (A2YM)	*	1.09
97837 Resources Ltd. (0W01)	*	0.74
979968 Alberta Ltd. (A6N9)	*	2.47
Accurate Energy Solutions Ltd. (A6NC)	*	0.65
Adanac Oil & Gas Limited (0FC1)	*	1.26
ADM Agri-Industries Company (A06P)	*	1.00
Advance Drilling Ltd. (0XG3)		1.00
Advantage Oil & Gas Ltd. (0TD9)		26.18
Aeneid Exploration Inc. (A79H)		5.17
Aeraden Energy Corp. (A79A)		1.20
Alberta Petroleum Energy Limited (0WZ4)		1.72
Alexander Oilfield Services Ltd. (0MK6)	*	1.04
Allstar Energy Limited (0B1F)	*	1.00
Altagas Holdings Inc. (A0WA)		3.71
AltaGas Ltd. (A0TK)		4.09
AltaGas Utilities Inc. (0190)	*	1.00
Altima Resources Ltd. (A669)		4.67
Altura Energy Inc. (A54P)		8.04
Amethyst Petroleums Ltd. (0HF7)	*	1.32
Andora Energy Corporation (A14L)	*	1.00
Andrich Resources Ltd. (0P92)		2.74

Licensee Name	Security On Hand	Security Adjusted LMR
Anegada Oil Corp. (A789)	*	2.97
Anhydride Oil Corporation (0PY5)	*	0.53
Annex Petroleum Inc. (A1EJ)		0.00
Anterra Energy Inc. (A2LN)	*	0.66
Anvil Geospatial Corporation (A5P5)		0.00
AOC (ELE) Corp. (A5PJ)		1.00
Apache Canada Ltd. (0JL8)		1.95
APL Oil & Gas (1998) Ltd. (0XN6)		1.51
Aqua Terra Water Management Inc. (0M7P)	*	1.03
ARC Resources Ltd. (0G30)		2.04
Area 2 Energy Ltd. (A79G)		0.96
Arrandale Resources Ltd. (0JC7)	*	1.00
Arrow Point Oil & Gas Ltd. (A5BL)		0.73
Artis Exploration Ltd. (A77W)		5.65
Artisan Energy Corporation (A6F2)	*	0.00
Ascensun Oil And Gas Ltd. (A6MY)	*	1.06
Ashanti Gold Corp. (A0WE)	*	0.80
Aspenleaf Energy Limited (A74X)		6.57
ATCO Energy Solutions Ltd. (0Z2W)	*	0.66
ATCO Gas And Pipelines Ltd. (0144)	*	1.76
Athabasca Oil Corporation (A28L)		16.79
Avalon Energy Ltd. (0KX6)		1.50
Axiom Oil and Gas Inc. (A71K)		1.72
Baccalieu Energy Inc. (A73C)		6.75
Baker Hughes Canada Company (A5MN)	*	1.00
Band Energy Resources Ltd. (A07M)		3.16
Barcomp Petroleum Ltd. (0LM7)		2.00
Barnwell of Canada, Limited (0J66)		1.25
Bashaw Oil Corp. (A6Y8)	*	0.94
Bay Trail Resources Ltd. (A5NZ)		3.33
Baytex Energy Ltd. (0RL9)		3.41
BDJ Energy Inc. (A611)		22.28
Bear Hills Industries Ltd. (0MM5)		1.57
Bearspaw Petroleum Ltd. (0NL1)		1.67
Beatton Energy Inc. (A4XG)	*	1.00
Beaver Lake Resources Corporation (0RW4)	*	1.10
Bek Holdings Ltd. (A52W)		1.00
Bellatrix Exploration Ltd. (A5E0)		10.00
Benjaka Exploration Inc. (A1C3)	*	0.96
Bering Exploration Company, ULC (A2XA)		6.14
Bernum Petroleum Ltd. (A5D6)		1.88
Berry Creek Resources Inc. (0PH1)	*	1.01
Big Lake Energy Ltd. (A67Z)	*	0.71
Birchcliff Energy Ltd. (A12R)		11.32
Birchill Canada Corp. (A6WF)		3.99
Birchwood Resources Inc. (A5Y1)	*	1.00
Black Bear Management Corp. (0LJ6)		1.00

Licensee Name	Security On Hand	Security Adjusted LMR
Black Diamond Energy Corporation (A0NE)	*	1.00
Black Seal Resources Corp. (A31H)		1.00
Blackbird Energy Inc. (A698)	*	3.92
Blackhawk Resource Operating Corp. (A5CT)	*	1.20
Blackpearl Resources Inc. (A5GE)		3.66
Blackshale Resources Inc. (A6FP)	*	1.00
Blackspur Oil Corp. (A6F7)		3.27
Blaze Energy Ltd. (0TX1)	*	1.03
Blendforce Energy Services Inc. (A2KX)	*	1.07
Blue Springs Energy Ltd. (0NT2)		1.63
Blue Star Energy Inc. (A774)	*	5.52
Bluestone Resources Inc. (0WC3)		0.00
BLZ Energy Ltd. (A30X)		2.61
Bonavista Energy Corporation (A5RX)		4.02
Bonterra Energy Corp. (0XZ4)		2.01
Border Petroleum Limited (A562)	*	0.58
Boulder Energy Ltd. (A73X)		3.74
Bounty Developments Ltd. (0HP8)	*	1.20
Bow River Energy Ltd. (A6N8)		1.24
BP Canada Energy Group ULC (A62D)	*	2.00
Brahma Resources Ltd. (A31A)		1.09
Brand S Resources Ltd. (0PM4)	*	1.00
Bridgeoil Corporation (A6AW)	*	0.56
Brion Energy Corporation (A5LH)	*	1.08
Broadview Energy Ltd. (A5TA)		7.91
Bruce Developments Limited (0EM5)		0.00
Bruderheim Energy Terminal Ltd. (A76J)	*	1.00
BRW Petroleum Corp. (A6E9)	*	2.75
Butte Energy Inc. (A61Z)		1.55
C Group Energy Inc. (A6YN)		2.30
Cadotte Disposal Services Ltd. (A7K9)	*	2.00
Caiterra International Energy Corporation (A6AX)	*	0.94
Cal-Ranch Resources Inc. (0XG6)	*	1.00
Caledonian Royalty Corporation (A684)		1.43
Calgary Crude Oil Limited (0J61)	*	4.83
Calmark Resources Ltd. (0NR4)	*	1.00
Caltex Resources Ltd. (A60R)		4.09
Canada Northwest Energy Limited (0L99)	*	1.20
Canadian Energy Services & Technology Corp. (A7C1)		5.75
Canadian Imperial Venture Corp. (A73J)	*	1.00
Canadian International Oil Operating Corp. (A517)		43.00
Canadian Natural Resources Limited (0HE9)		3.05
Canadian Natural Upgrading Limited (A7K5)		5.18
Canadian Oil & Gas International Inc. (A6L2)		0.58
Canadian-Montana Pipe Line Corporation (0958)	*	1.00
Canamax Energy Ltd. (A6LB)		3.22
Cancen Oil Processors Inc. (A214)	*	1.63

Licensee Name	Security On Hand	Security Adjusted LMR
Can den Resources L td. (0MH8)	*	1.00
Cangild Resources L td. (0P42)	*	1.00
Cansearch Resources L td. (0PW8)		2.75
Canstone Energy L td. (A69G)		1.39
Canuck North Resources L td. (A60G)		2.70
Canyon Oil & Gas Corporation (0L3H)		1.67
Capital Oil L td. (A60Z)	*	0.56
Cardinal Energy L td. (A6A7)		2.02
Carrick Petroleum Inc. (A6AM)		8.22
Catapult Environmental Inc. (A73Y)	*	1.00
Cec North Star Energy L td. (A6FB)	*	1.61
Cedar Creek Energy L td. (A7E1)	*	1.19
Ceiba Energy Services Inc. (A654)	*	1.02
Cenovus Energy Inc. (A5D4)		2.45
Cenovus FCCL L td. (A2EZ)		35.53
Cenovus TL ULC (A629)	*	1.00
Centennial Petroleum Company L td. (0DL9)		2.54
Cequence Energy L td. (A1ME)		6.04
Certus Oil And Gas Inc. (A7J4)		1.22
Challenger Development Corp. (0CX7)		1.25
Changhua Energy Canada L td. (A63L)		2.93
Check Energy L td. (A6M0)	*	1.00
Chemnor Industries L td (0BR8)	*	1.03
Chevron Canada Limited (0045)	*	19.32
Chinook Energy Inc. (A5LF)	*	1.03
ChroMedX Corp. (A2C1)	*	2.89
Cinabar Enterprises L td. (0W11)		0.00
City Of Medicine Hat (0150)		1.09
Clampett Energy L td. (A5J8)	*	1.02
Clean Harbors Exploration Services, ULC (0PH4)		0.00
Clean Harbors Industrial Services Canada, Inc. (A619)	*	1.67
Clearbrook Resources Inc. (A5G9)		1.16
Clearview Resources L td. (A5RA)		3.07
Cleo Energy Corp. (A7BY)		1.21
CNOOC Canada Energy L td. (A71M)		1.00
CNPC International (Canada) L td. (0HZ2)	*	1.05
Coalspur Mines (Operations) L td. (A5M1)		1.00
Coastal Resources Limited (0PR1)		1.07
Cold Creek Resources L td. (A0AZ)		1.93
Concerto Resources L td. (0LW8)		0.11
Condor Canada Petroleum Inc. (A2E5)	*	1.00
Connacher Oil And Gas Limited (0A9H)		21.16
Connaught Oil & Gas L td. (A5E2)	*	1.00
ConocoPhillips Canada Operations L td. (0XL9)		0.98
ConocoPhillips Canada Resources Corp. (A5G3)		10.17
Contour Energy L td. (0GY1)	*	0.74
Convega Energy L td. (0E9R)		2.06

Licensee Name	Security On Hand	Security Adjusted LMR
Copper Island Resources Ltd. (A61B)		1.55
Coral Exploration Corporation (0NF4)	*	0.80
Corex Resources Ltd. (A2WH)	*	0.93
Corinthian Oil Corp. (A732)	*	1.00
Corse Energy Corp. (A6NW)		2.75
Cortona Energy Ltd. (A79L)		1.84
Corval Energy Ltd. (A6D1)		3.23
Cote Resources Ltd. (A6G5)	*	0.86
CPC Resources ULC (A7AG)		2.61
Craft Oil Inc. (A1YC)		0.68
Crazy Hill Resources Ltd. (0PJ1)	*	1.40
Crescent Point Energy Corp. (A2J6)		2.53
Creswick Petroleum Ltd. (0LP9)	*	1.00
Crew Energy Inc. (A0C6)		1.92
Crimson Oil & Gas Ltd. (A6AG)	*	0.63
Croverro Energy Ltd. (A5PT)		0.96
Cuda Energy Inc. (A75T)		145.45
Cynthia Custom Oil Processing Ltd. (A74R)	*	1.00
Dantel Resources Ltd. (0KG3)	*	1.00
Dark Energy Ltd. (0XF2)		1.63
Dark Warrior Resources Ltd. (A6AP)	*	2.84
DCP Oil Corp. (A7DB)		28.68
Deckland Inc. (A64K)		4.39
Deep Well Oil & Gas (alberta) Ltd. (A577)	*	1.00
DeerGarden Resources Ltd. (A64N)	*	1.71
Dejour Energy (alberta) Ltd. (A2W4)	*	1.32
Delphi Energy Corp. (0CT7)		9.58
Deltastream Energy Corporation (A6YA)		4.05
Derrick Petroleum Ltd. (0PX3)	*	1.35
Desoto Resources Limited (0PH7)	*	0.97
Deventa Energy Inc. (A6JT)	*	1.00
Devon Canada Corporation (0K29)	*	11.45
Devon NEC Corporation (0BK8)	*	1.01
DGS Oil & Gas Co. Inc. (0NX3)	*	1.00
Dire Resources Ltd. (0A0E)	*	2.32
Direct Energy Marketing Limited (0RC3)		2.60
Dirham Oil (2000) Inc. (A00C)	*	2.14
Diversified Oil & Gas Ltd. (0C5N)	*	1.04
Doag Energy Ltd. (A63X)	*	1.00
Dolomite Energy Inc. (A1CJ)	*	0.49
Dragonfountain Ltd. (A6Y1)	*	1.00
Dragos Energy Corp. (A7FL)	*	1.63
Drakkar Energy Ltd. (A2RJ)		1.55
Dynatech Petroleum Consultants Ltd. (0MC7)	*	3.02
E-T Energy Ltd. (A1H6)	*	0.96
Eagle Energy Inc. (A794)		3.25
Eagle Hydrocarbons Ltd. (0PB1)	*	1.00

Licensee Name	Security On Hand	Security Adjusted LMR
Eastcott Holdings Ltd. (A1P7)	*	1.00
Eclipse Resources Ltd. (0YK8)		2.22
Eco-Industrial Business Park Inc. (A519)		1.68
Edalis Energy Inc. (A5F0)		1.22
Edson Anchors Ltd. (A2NH)	*	0.39
Elcano Exploration Inc. (A78J)	*	1.02
Elkhorn Petroleums Ltd. (A72N)	*	1.00
Elmdale Resources Ltd. (0LN1)	*	0.61
Ember Resources Inc. (A1H9)		2.08
Emerald Lake Energy Ltd. (A5YB)		10.22
Encana Corporation (0026)		3.63
Ener T Corporation (0HR9)		2.38
Enercapita Energy Ltd. (A73W)		1.90
Energetic Logistics Services Inc. (A73E)	*	1.45
Enerplus Corporation (A5RD)		3.88
Eng-Land Energy Ltd. (0A1H)	*	0.98
Enhance Energy Inc. (A216)		1.38
Eni Canada Holding Ltd. (A5FG)	*	1.00
Entrada Resources Inc. (A7DT)		1.75
Envolve Energy Services Corp. (A6P8)	*	1.00
Essex Oil Corporation (A74K)		1.55
Executive Adventures 2008 Inc. (A6PA)		6.82
Exshaw Oil Corp. (A2DM)		10.42
ExxonMobil Canada Energy (0JT1)	*	1.00
ExxonMobil Canada Ltd. (0057)		1.27
ExxonMobil Canada Resources Company (A0NG)		2.63
Far West Energy Corp. (A6D0)	*	0.59
Fenway Exploration Ltd. (A70R)		0.00
Ferrybank Resources Ltd. (0HH4)	*	0.86
Ferus Inc. (A1Y8)		4.96
Ferus Natural Gas Fuels Inc. (A73H)	*	1.00
Firefly Resources Ltd. (0NB7)	*	1.03
Firenze Energy Ltd. (A1EZ)		1.71
Five O Oil & Gas Ltd. (A598)	*	0.56
Flow-Back Oil & Gas Ltd. (0F9Y)		1.31
Forent Energy Ltd. (0YE6)		1.25
Forge Oil & Gas Limited (A76A)		6.55
Formula Powell Trucking 2006 Ltd. (A73F)	*	1.00
Fort Calgary Resources Ltd. (A1JY)		1.31
Fortaleza Energy Inc. (A2JL)	*	1.00
Fortune Energy Inc. (0DM6)	*	1.22
Foxwood Resources Ltd. (A7BC)		1.26
Frank O'Sullivan Petroleum Western Ltd. (0EA3)		0.00
Free Rein Resources Ltd. (0KA2)	*	2.16
Freehold Royalties Ltd. (A68A)		2.06
G. Herman Group Inc. (A6DY)		0.93
G.N.E. Exploration Ltd. (0JA3)		0.00

Licensee Name	Security On Hand	Security Adjusted LMR
Gamet Resources Ltd. (A309)		1.28
Gear Energy Ltd. (A2JR)		2.04
Gentra One Resources Inc. (0EG2)	*	2.00
Geo. B. Ross Holdings Ltd. (A05H)	*	1.00
Georox Resources Inc. (A5BH)		3.68
GEX Resources Ltd. (0BE8)	*	1.44
GFL Environmental Inc. (A78P)	*	1.00
Gibson Energy ULC (0195)	*	1.48
GL Petroleum Corporation (A70K)	*	1.00
Glen Isle Exploration Ltd. (0AA1)	*	1.00
Glencoe Resources Ltd. (0NM3)		1.07
Glenogle Energy Inc. (A52E)		3.77
Golden Spike Energy Inc. (A0M1)		1.04
Goldenkey Oil Inc. (A2K7)		3.59
Goodland Energy Ltd. (A1LY)		0.00
Grand Rapids Petroleum Ltd. (0XJ5)	*	1.97
Grandview Exploration Inc. (A2CC)		6.77
Granite Oil Corp. (A2PJ)		8.32
Graybeard Energy Ltd. (A1W3)	*	1.00
Greenview 16, M.D. Of (A6CE)	*	1.00
Grizzly Discoveries Inc. (A4XF)	*	1.00
Grizzly Holdings Inc. (0NJ3)	*	0.69
Grizzly Oil Sands ULC (A29X)		0.00
Grizzly Resources Ltd. (A0TX)		8.68
Gryphon Petroleum Corp. (A1BB)		2.26
Gulf Canada Limited (0002)		1.00
Gunnarr Resources Inc. (A5FY)	*	2.88
Hadeed Resources Inc. (A7G6)		2.71
Halliburton Partners Canada ULC (A77Y)	*	1.02
Halo Exploration Ltd. (A6GH)	*	1.00
Hanna Oil & Gas Company - Canada ULC (A2BX)		1.12
Hard Rock Resources Ltd. (0ZK3)		1.23
Hardisty Caverns Ltd. (A04H)	*	1.12
Harlech Exploration Ltd. (0AR5)	*	1.00
Harvard International Resources Ltd. (0AF4)		1.67
Harvest Operations Corp. (0Z0H)		2.08
HBC Energy Ltd. (A77B)		2.02
Hell's Half-Acre Petroleum Corporation (A5ER)		3.54
Hemisphere Energy Corporation (A5E4)		4.84
HESC Energy Corporation (A6R6)		3.91
Hewitt Oil (Alberta) Ltd. (0E30)	*	1.00
High Ground Energy Inc. (A76H)		2.80
Highvale Operating Corp. (A69T)		1.24
Hillcrest Investments Ltd. (0A0Z)	*	0.52
Hillsdale Drilling Ltd. (0KF1)	*	1.37
Hitic Energy Ltd. (A697)		10.86
Horseshoe Bay Resources Limited (A1FR)		1.23

Licensee Name	Security On Hand	Security Adjusted LMR
Houston Oil & Gas Ltd. (A74H)		1.03
Hua Wei Oil & Gas Ltd. (A5H8)	*	1.00
Huntington Exploration Inc. (A1HW)	*	1.07
Huron Resources Corp. (A6YG)		6.54
Husky Oil Operations Limited (0R46)	*	3.68
Hutton Energy Ltd. (A6H2)	*	0.46
Iberdrola Canada Energy Services Ltd. (0C6G)		6.95
Ikkuma Resources Corp. (A5C4)		4.56
Imaginea Energy Corp. (A6Y2)		1.70
Imperial Oil Resources Limited (0007)		9.43
Inception Exploration Ltd. (A600)		2.32
Incipient Exploration Ltd. (A6MB)		1.27
Indra Oil & Gas Ltd. (0LJ4)		0.73
Innes Oilfield Services Ltd. (A725)	*	1.84
InPlay Oil Corp. (A6JK)		2.14
Insch Commodity Ltd. (A771)		1.22
Insignia Energy Ltd. (A1FX)		2.64
Inter Pipeline Ltd. (A6LA)		147.76
International Frontier Resources Corporation (A0P6)	*	1.00
Ironhorse Oil & Gas Inc. (A0B8)	*	1.00
Ish Energy Ltd. (0LN5)		1.09
Japan Canada Oil Sands Limited (0NY5)		0.00
Jast Energy Ltd. (A6LD)		1.57
Jaya Petroleum Ltd. (0KR5)	*	1.00
Jaycor Resources Inc. (0HC4)	*	3.14
Jayhawk Resources Ltd. (A276)		3.34
JBS Food Canada ULC (A6PZ)		1.00
Jixin Energy Inc. (A73G)		0.00
John Lake Disposal Ltd. (A2YA)	*	1.00
Joli Fou Petroleums Ltd (0AY2)	*	1.11
Jordan Energy Inc. (A1WH)	*	0.80
Joslyn Energy Development Incorporated (A29C)		1.00
Journey Energy Inc. (A2PH)		2.42
JRJ Energy Ltd. (A5RH)		1.15
Jupiter Resources Inc. (A6X1)		12.61
Just Freehold Energy Corp. (A2N1)		1.29
K+S Windsor Salt Ltd./K+S Sel Windsor Ltee (A6TK)	*	1.04
Kainai Energy Corp. (A6D6)		4.47
Kairos Resources (2011) Ltd. (A5TJ)		1.55
Kaisen Energy Corp. (A7H0)		3.15
Kaiser Exploration Ltd. (A1RN)	*	1.01
Kam's Sand Coating Ltd. (0LC7)	*	1.15
Kanata Energy Group Ltd. (A730)		1.25
Karve Energy Inc. (A7BT)	*	1.52
Kasten Energy Inc. (A5GJ)		1.21
Keek Inc. (A1RM)	*	1.41
Keles Production Company Ltd. (0R36)	*	1.00



Licensee Name	Security On Hand	Security Adjusted LMR
Kelt Exploration Ltd. (A6D7)		4.56
Kerr-Mcgee Of Canada Northwest Ltd. (A1HX)	*	1.64
Keyera Energy Ltd. (A0C0)		3.75
KinMerc Oil & Gas Inc. (A2PZ)	*	1.00
Knol Resources Corp. (A13Z)	*	1.00
Knowledge Energy Inc. (A2FG)		8.21
Koch Oil Sands Operating ULC (A2N2)	*	1.00
Kor Energy Inc. (A0CB)	*	0.27
Lance Exploration Corp. (A78R)		3.01
Land Petroleum International Inc. (0MM6)	*	0.98
Laricina Energy Ltd. (A1TY)	*	1.00
Leddy Exploration Limited (0359)	*	1.97
Leucrotta Exploration Inc. (A6XJ)	*	1.00
Lexin Resources Ltd. (0CW8)		0.01
LGX Oil + Gas Inc. (A6D5)	*	0.35
Little Rock Resources Ltd. (A7C6)		1.12
Lochfayne Resources Ltd. (0BM3)	*	1.00
Lockhart Energy Ltd. (A2J8)	*	1.00
Lockwood Resources Ltd. (0R64)		0.00
Logic Energy Ltd. (A67B)		1.28
Long Lake Energy Ltd. (A5MR)		1.33
Long Run Exploration Ltd. (A517)		1.52
Long Term Asset Management Inc. (A6JF)		1.89
Longshore Resources Ltd. (A76W)		2.08
Luxur Resources Inc. (A0NH)	*	1.14
Madalena Energy Inc. (A2K6)		1.00
Maguire Resources Ltd. (0EK3)	*	1.00
Malak Energy Inc. (A5EA)	*	1.84
Mancal Energy Inc. (0YT7)		5.94
Manitok Energy Inc. (A5M4)		2.83
Marathon Oil Canada Corporation (A6EN)		1.00
Marksmen Energy Inc. (A1RT)	*	0.06
Marlboro Energy Ltd. (A7BZ)		1.21
Marquee Energy Ltd. (A5EB)	*	1.33
Mato Inc. (0ZR6)		1.68
Maverick Resources Ltd. (A0BY)	*	1.00
Maverick Strategic Growth Fund (India) Ltd. (A6CX)	*	1.00
McLand Resources Ltd. (A6TW)		2.79
Medicine River Oil Recyclers Ltd. (0GZ6)	*	1.44
MEG Energy Corp. (0Z9C)		25.63
Meritage Midstream ULC (A78K)	*	1.00
Methanex Corporation (0L62)	*	1.00
Michigan Wisconsin Pipe Line Company (0J67)		0.00
Mika Resources Ltd (0M82)	*	0.91
Mistahiya Resources Ltd. (0JY1)		0.16
MMCI Energy ULC (A2R0)		1.00
Modern Resources Inc. (A6M8)		13.37
		Page 10

Licensee Name	Security On Hand	Security Adjusted LMR
Montana Exploration Corp. (0A8C)		6.27
Mooncor Energy Inc. (A2BW)	*	1.40
Morumbi Capital Inc. (A5C3)	*	1.00
Mount Bastion Oil & Gas Corp. (A79R)		2.52
Mount Dakota Energy Corp. (A1D0)	*	0.36
Muddy Petroleum Company Ltd. (0Z1K)	*	1.35
Murphy Oil Company Ltd. (0063)		7.35
Mutiny Oil & Gas Ltd. (0D64)		0.50
N-Solv Corporation (A78Y)		1.00
N7 Energy Ltd. (A73N)		1.07
Nakoda Oil and Gas Inc. (A6TX)		0.89
NAL Resources Limited (0TM9)		1.81
NEP Canada ULC (A637)		5.51
New North Resources Ltd. (0CZ4)		1.43
New Star Energy Ltd. (A68R)		3.19
Newalta Corporation (0DP2)	*	2.42
Newpark Canada Inc. (A71Y)		4.41
Nexen Energy ULC (A6LC)		5.26
Nextraction Energy Corp. (A5W8)		0.00
Nine Ring Energy Development Inc. (A767)		1.00
Nomad Exploration Ltd. (A6F3)	*	1.03
Nor-Alta Energy Corporation (0BD9)	*	1.00
Nordegg Resources Inc. (A538)		0.00
North West Redwater Holdings Corp. (A6KE)	*	1.00
Northern Alberta Oil Ltd. (A176)	*	1.00
Northern Blizzard Resources Inc. (A5K1)	*	1.00
Northern Hunter Energy Inc. (A2CY)	*	0.37
Northern Utilities (sask.) Ltd. (0182)		2.05
Northpine Energy Ltd. (A1HL)	*	0.04
Norwegian Petroleum Inc. (A56D)		0.85
Notine Holdings Inc. (A778)		1.61
Nottingham Midstream Limited (A6RN)	*	1.00
Novagas Canada Ltd. (0TA4)	*	1.00
Novus Energy Inc. (A1RY)		1.39
NuVista Energy Ltd. (A0A7)		4.76
NVP Exploration Inc. (A6NT)		2.84
Nyrstar Myra Falls Ltd. (A6EH)	*	1.00
Oak Point Energy Ltd. (A5X6)		1.00
Oculus Transport Ltd. (A77M)	*	1.00
Odin Capital Inc. (0X0X)	*	1.00
Ohana Resources Inc. (A6N5)		1.06
Oil Reserve Inc. (A625)	*	1.00
Omers Energy Inc. (A08E)		2.77
Omimex Canada, Ltd. (0P83)	*	0.96
Optimal Resources Inc. (A5Y7)	*	1.00
Optimus Energy Limited (0D84)		2.15
ORLEN Upstream Canada Ltd. (A2DE)		6.83

Licensee Name	Security On Hand	Security Adjusted LMR
OSUM Oil Sands Corp. (A2FJ)	*	1.09
Osum Production Corp. (A6WN)		32.89
Ouro Preto Resources Inc. (A5HR)	*	1.01
Outlier Resources Ltd. (A72X)		2.23
Owl River Resources Ltd. (0HM5)		1.76
Painted Pony Petroleum Ltd. (A53T)	*	2.72
Palmer Ranch (1984) Ltd. (0EW6)	*	1.00
Pamoco Resources Ltd. (A5WC)	*	1.00
Panam Energy Services Ltd. (A6CM)		2.88
Paramount Resources Ltd. (0AW4)		3.84
Pavilion Energy Corp. (A22M)	*	1.37
Pearson Resources Ltd. (0AN4)	*	1.00
Pele Energy Inc. (A71L)	*	1.14
Pembina Gas Services Ltd. (A5A3)		1.08
Pembina Marketing Ltd. (A59Y)	*	1.05
Pembina NGL Corporation (A68Y)		5.94
Pengrowth Energy Corporation (A5R5)		2.70
Penn West Petroleum Ltd. (0BP8)		1.59
Pennine Petroleum Corporation (A06M)	*	1.12
Perpetual Energy Inc. (A5KH)		2.79
Perpetual Operating Corp. (A1WD)		3.74
Persta Resources Inc. (A2D9)		54.42
Petebrook Investments Ltd. (0AZ6)	*	1.00
Petenco Resources Ltd. (0DH9)	*	1.05
Petro Buyers Inc. (A04D)		1.17
Petrocapita GP I Ltd. (A5K8)		1.04
Petrocapita GP II Ltd. (A7FR)	*	1.43
PetroFrontier Corp. (A7D1)		1.00
Petroleo Resources Inc. (A62R)	*	1.05
Petromin Resources Ltd. (0YZ6)		0.00
Petrus Resources Corp. (A632)		4.14
Peyto Exploration & Development Corp. (0YA2)		11.81
Pine Cliff Energy Ltd. (A1GR)		1.44
Pipestone Oil Corp. (A7H5)		2.83
Pismo Energy Ltd. (A7BP)		1.89
Plains Midstream Canada ULC (A31G)	*	9.21
Pocahontas Petroleum Ltd. (0NK3)	*	1.00
Pocamc Enterprises Ltd. (0BN7)		0.00
Point Bar Resources Inc. (A7D0)		1.33
Point Loma Resources Ltd. (A662)		0.85
Polar Star Canadian Oil And Gas, Inc. (A59R)	*	1.05
Postnikoff Oilfield Services Inc. (A54J)	*	1.00
Potts Petroleum Inc. (0C9J)		2.19
Prairie Provident Resources Canada Ltd. (0T82)		2.00
Prairie Storm Energy Corp. (A7DF)		2.28
Precision Drilling Corporation (0Y52)	*	1.04
Precision Energy Services ULC (A18N)		1.00

Licensee Name	Security On Hand	Security Adjusted LMR
Predator Oil BC Ltd. (A7J6)	*	1.03
Predator Oil Ltd. (A6CG)		1.54
Premier Petroleum Corp. (A60F)	*	0.82
Primrose Drilling Ventures Ltd. (0FL9)		0.96
Pritam Oil & Gas Ltd. (A1FN)	*	1.00
Pro-Pipe Service & Sales Ltd. (A709)	*	11.74
Procyon Energy Corp. (A1NL)	*	0.75
Progress Energy Canada Ltd. (A0YZ)		3.58
Prospect Oil & Gas Management Ltd. (0MM8)		1.05
Prosper Petroleum Ltd. (A2R4)	*	1.90
PTTEP Canada Limited (A6H8)	*	1.10
Pure Oil & Gas Co Ltd (0T23)	*	1.34
Pursuit Energy Inc. (A0G7)	*	1.82
Q'Max Solutions Inc. (A728)	*	1.00
Quattro Exploration and Production Ltd. (A5CF)		0.70
Questerre Energy Corporation (0L3Z)		7.39
Questfire Energy Corp. (A5TC)		1.23
Raging River Exploration Inc. (A6TJ)		7.49
Raimount Oil and Gas Inc. (A7EX)		1.50
Rally Canada Resources Ltd. (A6EF)		1.08
Ramier Resources Ltd. (0W91)		2.95
Rampart Oil Inc. (A5MC)		20.42
Ranchwest Energy Ltd. (A0WL)	*	0.95
Range 3 Inc. (A6E3)		0.67
Razor Energy Corp. (A7DE)		1.23
Reber Exploration Ltd. (0ME3)	*	1.05
Reconn Resources Ltd. (0ZG8)	*	1.02
Recover Energy Services Inc. (A78G)	*	1.00
Regco Petroleums Ltd. (0FE8)	*	0.85
Regent Resources Ltd. (0NC3)		0.15
Relentless Resources Ltd. (A21Z)		2.37
Remedx Remediation Services Inc. (0XW8)	*	1.09
Renergy Petroleum (Canada) Co., Ltd. (A6MG)	*	1.00
Repsol Oil & Gas Canada Inc. (0039)		3.27
Reserve Royalty GP #2 Ltd. (A6Y0)		1.42
Resourceful Petroleum Canada Limited (A6GN)		1.89
Response Energy Corporation (0PG9)		2.79
Revel Resources Inc. (A6RL)	*	1.00
Revive Energy Corp (0A7H)		1.32
Ribbon Creek Resources Inc. (0Z3G)		1.90
Richards Oil & Gas Limited (A1B5)		0.35
Ridal Resource Ltd. (0TP8)	*	1.19
Ridgeback Resources Inc. (A7G2)		3.49
Ridgeway Petroleum Corp. (0PK4)	*	0.80
Rife Resources Ltd. (0DZ7)		2.59
Rifle Shot Oil Corp. (A71X)		3.08
Rimfire Energy Inc. (A5NW)		7.73

Licensee Name	Security On Hand	Security Adjusted LMR
Rising Star Resources Ltd. (A7CZ)		1.40
Rivera Resources Ltd. (A5J6)	*	1.02
RJ Oil Inc. (A723)	*	1.00
RKSmith Energy Corp. (A6TE)		1.11
RMP Energy Inc. (A1CL)		5.00
Rock Star Resources Ltd. (ORN8)	*	1.00
Rockbridge Energy Alberta Inc. (A544)	*	0.56
Rockeast Energy Corp. (A6M1)		9.66
Rockpoint Gas Storage Canada Ltd. (A26Z)		11.93
Rockwood Resources Ltd. (0HN5)	*	0.03
Rocky Layman Energy Inc. (0YE4)	*	2.21
Rocky River Petroleum Ltd. (A213)	*	1.01
Rolling Hills Energy Ltd. (A6W2)		4.04
RON Resources Ltd. (A5AD)	*	1.41
Roswell Petroleum Corporation (A61W)	*	2.26
Rustum Petroleums (1993) Limited (0PW3)	*	1.00
Rustum Petroleums Limited (0EK5)		6.59
Sabre Energy Ltd. (0HZ8)		6.49
Saddlebrook Industrial Park Ltd. (0GG3)	*	1.00
Sage Oil & Gas Inc. (0K3F)	*	1.00
Sahara Energy Ltd. (A1R3)	*	1.28
Samoth Oilfield Inc. (A56R)	*	1.00
Sandpoint Resources Inc. (0C4R)		2.79
Sanford Petroleum Ltd. (0NA9)		5.55
SanLing Energy Ltd. (A7AZ)		1.24
Scavenger Energy Gp Inc. (A1R8)	*	0.38
SCCC Petroleum Corporation (A70J)	*	1.00
Schlumberger Canada Limited (0M07)	*	1.48
Scollard Energy Ltd. (A78E)		1.34
Scotia Oils Limited (0DK9)	*	1.00
Second Wave Petroleum Inc. (A20X)	*	0.50
Secure Energy Services Inc. (A267)	*	5.17
Seller's Oilfield Service Ltd. (0M62)	*	1.09
SemCAMS ULC (A1YD)		1.03
Sequoia Operating Corp. (A7H2)		2.57
Sequoia Resources Corp. (0Z5F)		1.06
Serafin Resources Inc. (0RG3)		2.77
Seven Generations Energy Ltd. (A54C)		34.05
Shackleton Exploration Ltd. (0A8E)		4.66
Shale Petroleum Ltd. (A75H)		3.18
Shalex Corporation (A61J)	*	0.95
Shanghai Energy Corporation (A770)		3.56
Shanpet Resources Ltd. (0PP7)	*	0.92
Sharata Resources Limited (0K16)	*	1.00
Shell Canada Limited (0T03)		7.08
Shield Energy Ltd. (A6YC)		5.86
Shiningstar Energy Ltd. (A62Y)		2.33

Licensee Name	Security On Hand	Security Adjusted LMR
Sifton Petroleum Inc. (A727)		2.52
Signa Oilfield Canada Inc. (A750)	*	1.07
Signalta Resources Limited (0R89)		1.73
Siksika Energy Resources Corporation (0M4H)	*	1.53
Silver Bay Resources Ltd. (0KC1)	*	1.47
Silver Blaze Energy Ltd. (0KB2)	*	0.59
Silver Peak Industries Ltd. (A18E)	*	3.77
Sino-Western Petroleum, Inc. (A61F)	*	0.25
Sinopec Daylight Energy Ltd. (A6GD)		2.58
Sintana Energy Inc. (A6WR)		0.00
Sitka Exploration Ltd. (A63R)		3.78
Softrock Minerals Ltd. (0RY8)	*	1.00
Sogar Resources Ltd. (0NX1)		1.99
Sojourn Energy Inc. (A5GZ)	*	1.00
Sonoma Resources Ltd. (A21P)		1.03
South Ridge Management Ltd. (0HL7)		1.73
Southern Pacific Resource Corp. (A2DG)		0.00
Spartan Energy Corp. (0RA7)	*	1.48
Spectra Energy Midstream Corporation (A1KN)		1.41
Sphere Energy Corp. (0WP5)		1.46
Sprocket Energy Corporation (A7HD)		3.12
Spry2 Energy Inc. (A6DG)		4.26
Spur Petroleum Ltd. (A7GR)		3.14
Standard Exploration Ltd. (A5Y5)		2.91
Starchild Energy Systems Ltd. (0DH6)	*	1.00
Statoil Canada Ltd. (A327)	*	1.00
Steel Reef Infrastructure Corp. (A6KL)		1.00
Steen Resources Ltd. (0M72)	*	1.00
Steppe Petroleum Inc. (A6NF)		0.90
Sterling Resources Ltd. (0RM2)		1.00
Stewart & Stevenson Canada Inc. (A2RR)	*	1.03
Stockwork Properties Ltd. (0EN3)	*	2.06
Stonewater Resources Inc. (0TF8)		3.12
Storm Resources Ltd. (A5MM)	*	1.13
Stormhold Energy Ltd. (A5RG)	*	0.39
Strata Oil & Gas Inc. (A22T)	*	1.00
Strategic Oil & Gas Ltd. (A524)		1.64
Strath Resources Ltd. (A7GW)		5.65
Strong Energy Resources Ltd. (A22X)		2.14
Success Energy Ltd. (A6PL)	*	0.03
Success Resources Ltd. (A50K)		1.11
Summerland Energy Inc. (A5MT)		2.06
Sun Century Petroleum Corporation (0RZ4)		2.11
Sun Star Energy Inc. (A61N)		0.00
Suncor Energy Inc. (0054)	*	43.42
Sunshine Oilsands Ltd. (A2TF)		5.18
Superman Resources Inc. (0CP8)		1.84

Licensee Name	Security On Hand	Security Adjusted LMR
Surat Energy Inc. (0ND1)		1.28
Surge Energy Inc. (0YK4)		2.22
Surmont Energy Ltd. (A6CA)		1.00
Sutton Energy Ltd. (0M9E)	*	1.05
Swan Hills Synfuels Ltd. (A31K)	*	1.00
Sydco Energy Inc. (A543)		0.98
T & E Oils Ltd. (0TW6)	*	0.74
Taber Water Disposal Inc. (0YH8)	*	0.48
Taku Gas Limited (0NG8)		1.13
Tall Pine Drilling Ltd. (0A7C)		1.00
Tallahassee Exploration Inc. (A7HE)		3.00
Tallahassee Resources Inc. (A63N)	*	2.11
Tamarack Acquisition Corp. (A5T1)		2.68
Tanager Energy Inc. (A6HG)	*	2.17
Tandem Energy Corporation (A148)	*	1.00
Tangle Creek Energy Ltd. (A5WA)		7.77
TAQA North Ltd. (A2TG)		2.18
Teck Resources Limited (A64M)	*	1.05
Teine Energy Ltd. (A5L8)	*	1.10
Tenax Energy Inc. (A49K)	*	1.00
Tenth Avenue Petroleum Corp. (A26C)	*	4.63
Teric Power Ltd. (A6P0)	*	0.76
Tero Oilfield Services Ltd. (0WM3)	*	1.04
Tervita Corporation (0NZ1)	*	6.63
Tetreau & Associates Ltd. (0DL2)		2.87
TexAlta Industries Ltd. (A695)	*	1.00
The Locke Stock & Barrel Company Ltd. (0Z3H)	*	1.17
The Paddon Hughes Development Co. Ltd. (0D74)	*	1.18
Thoroughbred Energy Ltd. (A306)		2.73
Tiamat Resources Inc. (0C8Z)	*	1.00
Tians Oil Ltd. (0L3C)	*	1.08
Tidewater Midstream and Infrastructure Ltd. (A74Y)	*	2.49
TimberRock Energy Corp. (A16J)		5.01
Top Oil Production Ltd. (A5N0)		2.50
Topanga Resources Ltd. (A772)		0.51
Topeka Energy Inc. (0FN7)		0.00
TORC Oil & Gas Ltd. (A5RJ)		7.54
Tori Resources Inc. (A628)		1.61
Toro Oil & Gas Ltd. (A00J)		1.43
Total E&P Canada Ltd. (0N3A)	*	1.27
Tourmaline Oil Corp. (A573)	*	13.06
Tower Ridge Enterprises Corp. (A64Y)		1.35
Town Of Smoky Lake (0217)	*	1.00
Town Of Valleyview (0287)	*	1.00
Transaction Oil & Gas Ventures Inc. (A0DT)	*	0.95
TransCanada Energy Ltd. (0NPM)		8.68
Transglobe Energy Corporation (0YH6)		3.42

Licensee Name	Security On Hand	Security Adjusted LMR
Traverse Energy Ltd. (0F9L)		4.64
Tri-Ment Corporation Ltd. (0WY2)	*	1.00
TRI-PEC Resources Ltd. (A6KA)	*	1.00
Triaxon Oil Operations Ltd. (A5K5)		0.95
Trident Exploration (Alberta) Corp. (A663)		1.96
Trident Exploration (wx) Corp. (A6RF)		1.62
Trilogy Resources Ltd. (A1C9)		4.11
Triple Five Intercontinental Group Ltd. (A6WA)		29.59
Trooper Oil & Gas Limited (0NA7)	*	4.89
Tykewest Limited (A1M4)		1.83
Unit 18 Corp. (0HE4)		1.46
Valparaiso Energy Inc. (0XG1)	*	1.00
Value Creation Inc. (A11W)	*	1.13
Velvet Energy Ltd. (A5YK)		7.13
Venturion Oil Limited (A6BY)		8.21
Veresen Midstream General Partner Inc. (A734)	*	14.19
Vermilion Energy Inc. (A6FW)		3.80
Vesta Energy Ltd. (A0L1)		3.93
View Mont Estates Ltd. (0KM6)	*	1.60
Village Of Boyle (0385)	*	1.00
Viridian Inc. (0487)	*	1.00
Vista Resources Inc. (0B2C)	*	1.00
Vital Energy Inc. (A6YL)	*	2.13
Vulture Energy Ltd. (A56X)		3.16
W W Becker Oil and Gas Ltd. (0R48)	*	1.00
Wabash Mfg. Inc. (0FN6)		0.00
Warwick Gas Storage Ltd. (A68H)	*	0.80
Weil Group Canada, Ltd. (A6RZ)	*	1.00
Welleco Ventures Ltd. (A50D)		0.00
Wescan Energy Corp. (A590)		1.75
West Isle Energy Inc. (0RZ8)		0.14
West Lake Energy Corp. (A7H7)		1.71
West Star Oil & Gas Co. Ltd. (0TW5)	*	4.70
Westbrick Energy Ltd. (A5WB)		24.05
Westdrum Energy Ltd. (0EE3)		1.39
Westhill Resources Limited (0T49)		0.54
White Owl Energy Services Inc. (A70G)	*	1.00
White Swan Environmental Ltd. (A6T6)	*	1.00
Whitecap Resources Inc. (A5BE)		5.17
Whitehall Energy Ltd. (0A5Y)		4.22
Whitemud Creek Resources Ltd. (A2KE)		4.28
Wilcox Energy Corp. (A5YX)		1.19
Wild Rose Energy Ltd. (A5TP)		1.05
Wildcat Rentals Ltd. (A5EN)	*	1.02
Windtalker Energy Corp. (A5YY)		2.57
Winslow Resources Inc. (A172)		1.64
Winstar Resources Ltd. (0TR9)	*	1.00



Licensee Name	Security On Hand	Security Adjusted LMR
WLA Investment Ltd. (A65J)		4.83
Wolf Coulee Resources Inc. (A16L)		1.30
Writers Oil & Gas Limited (0TR5)		4.82
XS Energy Ltd. (A707)	*	1.00
XTO Energy Canada ULC (A6GB)		4.65
Yangarra Resources Corp. (0LN7)		6.71
Yoho Resources Inc. (A1B6)		2.51
Zargon Oil & Gas Ltd. (0MP9)		1.34
Zeal Energy Inc. (A612)		1.19
ZNX Energy Ltd. (A5B0)		12.73
Zoneda Energy Ltd. (A62G)	*	1.00

\* indicates security held under a Liability Management Program

End of Report

**EXHIBIT "B"**

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12 January 2018 1800076  
 [Signature]

# STATEMENT OF LIEN UPON INTEREST IN CROWN MINERALS

(Sections 34 and 36 of the Builders' Lien Act)

This statement of lien applies in respect of the following (check the appropriate box):

☐ To work done or materials furnished in respect of improvements, other than improvements to an oil or gas well or to an oil or gas well site, in which case this lien is to be registered with the Minister of Energy not later than 45 days from the last day that the work was last done or the materials were last furnished;

☒ To work done or materials furnished in respect of improvements to an oil and gas well or to an oil or gas well site in which case this lien is to be registered with the Minister of Energy not later than 90 days from the last day that the work was done or the materials were last furnished.

Name and residence of lienholder filing Lien	Lienholder Riverside Fuels Ltd.  Address 73022 Hwy 11A West, T0M 0C0 Rocky Mtn. House, Alberta
State facts if claimant is the assignee of the original lienholder	Riverside Fuels Ltd. is the original lienholder.
Name and residence of owner of the interest in minerals upon which the lien is claimed	Claims a Lien under the Builders' Lien Act upon the interest in minerals of the following person:  Owner Manitok Energy Inc. Address 444 7 AVE SW SUITE 700 CALGARY AB T2P 0X8
Legal description of land in which the minerals are located	The Lien is claimed in respect of minerals in the following land:  See attached Schedule "A"
Set out mineral concerned	The mineral concerned is: petroleum and oil
Short description of the nature of the work done or to be done or the materials furnished or to be furnished	The Lien is claimed in respect of the following work or materials:  To the supply of gasoline and diesel fuel as well as compressor and natural gas engine oil for wells and compressor sites on the subject lands.
Name and residence of person for whom the work was done or is being done or the materials were furnished or are being furnished	The work was or is to be done for or the materials were or are being furnished to:  Name of Person Manitok Energy Inc. Address 444 7 AVE SW SUITE 700 CALGARY AB T2P 0X8
Cross out the clause that does not apply	(a) The work was completed or the materials were last furnished on the 5 <sup>th</sup> day of January, 2018.  -OR-  <del>(b) The work is not yet completed or all the materials have not yet been furnished.</del>
Amount claimed	The sum claimed as due or to become due is \$108,266.43.
Address for service	The address for service of the Lienholder is McLeod Law LLP #2110, 250 - 5 <sup>th</sup> Street S.W. Calgary, AB T2P 0R4

Dated at the City of Calgary, in the Province of  
Alberta this 12<sup>th</sup> day of January, 2018

[Signature]  
 Signature - Garrett Hamilton

Manager

Status of Signatory (State whether signatory is the lienholder or an agent of the lienholder. If the lienholder or agent is a corporation

state signatory's position with the  
corporation)

PLEASE SEE REVERSE  
AND COMPLETE APPLICABLE AFFIDAVIT

# AFFIDAVIT VERIFYING CLAIM BY LIENHOLDER

●●●●●

~~[Section 34(e)]~~

(name of lienholder)

el ..... in the  
(address of tenantholder)

Province of \_\_\_\_\_ (Occupation) \_\_\_\_\_

~~named in the above (or annexed) statement make oath and say that the said claim is true.~~

Sworn before me at the \_\_\_\_\_ of \_\_\_\_\_

in the Province of \_\_\_\_\_ (Signature)

this \_\_\_\_\_ day of \_\_\_\_\_

~~A Commissioner for Oaths in and for the Province of Alberta~~

Printed or stamped name of Commissioner for Oaths  
and date on which appointment expires

- DR -

### AFFIDAVIT VERIFYING CLAIM BY OTHER THAN LIENHOLDER

[Section 34(6) AND (7)]

I, Garrett Hamilton of the City of Calgary, in the Province of Alberta, businessman

**MAKE OATH AND SAY:**

(1) That I am the agent (or assignee) of Riverside Fuels Ltd. named in the above (or annexed) statement and I am informed by Don Hamilton, Owner, President and Director of Riverside Fuels Ltd. and believe that the facts are as set forth in the above (or annexed) statement).

(2) That the said claim is true (or when deponent has been informed, That I believe that the said claim is true).

Sworn before me at the City of \_\_\_\_\_

Calgary

in the Province of Alberta

this 12 day of January 2018

A Commissioner for Oaths in and for the Province of Alberta

(Signature)

ASHA R. SAGAR

**A Commissioner for Oaths**  
in and for Alberta

Printed on stamped form of Colorado, one for Oaths  
and date on which appointment expires

**Note: Registration of a Builders Lien is subject to a fee of \$50.00 for each agreement against which the Builder's Lien is registered**

**FORWARD COMPLETED FORM, IN DUPLICATE, TO:**

???

## QUESTIONS

???

**Alberta Department of Energy**

Tenure  
9945 - 108 Street  
Edmonton, AB  
T5K 2G8

Please phone during business hours

8:15 - 4:30, Monday to Friday

### Ask for "Transfers"

Phone  
Fax

(780) 427-7425  
(780) 422-1123

Revised Dec. 2012

Schedule "A" to the  
Statement of Lien Upon Interest in Crown Minerals  
by Riverside Fuels Ltd.

The Lien is claimed in respect of minerals in the following lands:

Lands contained within Petroleum and Natural Gas Lease Numbers 006 0610080560, 006 0611050413, 055 5511050466, 055 5511050469, 055 5517050202 and legally described as:

FOR Petroleum and Natural Gas Lease Number: 006 0610080560

5-15-042: 1N,SE

FOR Petroleum and Natural Gas Lease Number: 006 0611050413

5-15-042: 15N;16NE;21S

FOR Petroleum and Natural Gas Lease Number: 055 5511050466

5-15-042: 19

FOR Petroleum and Natural Gas Lease Number: 055 5511050469


5-15-042: 29

FOR Petroleum and Natural Gas Lease Number: 055 5517050202

5-15-042: 19;29

This is Exhibit **P** referred to in the Affidavit of  
Sarah Trigueiro

Sworn before me on April 5<sup>th</sup>, 2021

  
\_\_\_\_\_  
Commissioner for Oaths in and for  
the Province of Alberta  
**D. Aaron Stephenson**  
Barrister & Solicitor

\_\_\_\_\_  
PRINT NAME AND EXPIRY OR  
LAWYER/STUDENT-AT-LAW

COURT FILE NUMBER 25-2332583  
25-2332610  
25-2335351

COURT COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY

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

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

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

RESPONDENT RIVERSIDE FUELS LTD.

APPLICANT ALVAREZ & MARSAL CANADA INC., in its  
capacity as the Court-appointed receiver and  
manager of MANITOK ENERGY INC.

DOCUMENT BRIEF OF THE RESPONDENT

ADDRESS FOR  
SERVICE AND  
CONTACT  
INFORMATION FOR  
THE PARTY FILING  
THIS DOCUMENT

Hamilton Baldwin Law  
5039 50<sup>th</sup> Street,  
Rocky Mtn. House, Alberta T4T 1C1

Attn: Garrett SE Hamilton  
Tel: 403.845.7301  
Fax: 403.845.8063  
Email: garrett@hamiltonbaldwin.com  
File No.: 1008

Clerk's Stamp

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BRIEF OF ARGUMENT OF THE APPLICANT, RIVERSIDE FUELS LTD.

HEARING DATE  
FRIDAY, OCTOBER 16, 2020

---

Submitted by:  
Garrett SE Hamilton  
HAMILTON BALDWIN LAW  
5039 50<sup>th</sup> Street  
Rocky Mtn. House, AB T4T 1C1  
Tel: 403.845.7301  
Fax: 403.845.8063  
File No. 1008

And Submitted to:  
Howard A. Gorman Q.C and D. Aaron Stephenson  
NORTON ROSE FULBRIGHT CANADA LLP  
400 3<sup>rd</sup> Avenue SW, Suite 3700  
Calgary, Alberta T2P 4H2  
Tel: 403.267.8144  
Fax: 403.264.5973  
File No. 1001023920

COUNSEL FOR THE RESPONDENT, RIVERSIDE  
FUELS LTD.

COUNSEL FOR THE APPLICANT, ALVAREZ &  
MARSAL CANADA INC.



## TABLE OF CONTENTS

	Page
I. INTRODUCTION	1
II. FACTS	1
III. ANALYSIS	2
IV. CONCLUSION AND REMEDY SOUGHT	12

## I. INTRODUCTION

1. This is the Brief of the Respondent, Riverside Fuels Ltd. ("Riverside") submitted in response to the Application of Alvarez & Marsal Canada Inc. in its capacity as receiver and manager (the "Receiver") of Manito Energy Inc. ("Manitok").

2. Riverside submits that the funds retained by the Receiver in respect of Riverside's lien claims (the "Lien Claims") against certain of Manitok's oil and gas assets (the "Liened Assets") should be used to satisfy the debt to Riverside on the basis of equity and the unjust enrichment doctrine. The grounds for this claim lie in the fact that Riverside furnished materials and performed services on the Liened Assets (the "Riverside Work") which enhanced the particular assets and entitled Riverside to a proprietary interest in the Liened Assets.

3. These Liened Assets are unrelated to the environmental claims and end of life obligations associated with the abandonment and reclamation of the oil and gas assets ("End of Life Obligations") for Manitok's remaining claims. To require satisfaction of these environmental liabilities from unrelated assets as a result of Manitok's entry into bankruptcy or otherwise leads to an inequitable result that removes any benefit Riverside is entitled to as a result of improving the land and does not accord with the environmental polluter-pay principle.

## II. FACTS

### A. Riverside Builders' Liens

4. Prior to 2013, Riverside and Manitok entered into a verbal agreement whereby Riverside Fuels agreed to furnish and deliver fuel and lubricants (the "Materials") to Manitok on a periodic basis, for use at specific oil and gas production and operation sites. The Materials were used in facilities located on the Liened Assets to support the extraction of minerals under Manitok's oil and gas licenses.<sup>1</sup>

5. Riverside provided Materials to Manitok periodically from 2013 up to the date of the

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<sup>1</sup> Affidavit of Donald A Hamilton dated October 8, 2020, filed ("Hamilton Affidavit") at para 3.

receivership, February 20, 2018, after which Riverside continued to periodically provide Materials to the Liened Assets at the request of the Receiver.<sup>2</sup>

6. On January 12, 2018, Riverside registered builders' liens against the Liened Assets in the total amount of \$105,636.06 plus interest and costs. Riverside subsequently filed a Statement of Claim and CLPs against Manitoak on July 9, 2018.<sup>3</sup> On February 17, 2019, Riverside revised the amount of its claim downward to \$85,563.31 plus interest and costs.<sup>4</sup>

#### B. Holdbacks and Persist SAVO

7. The Liened Assets were sold along with additional valuable oil and gas assets to Persist Oil and Gas Inc. ("Persist") pursuant to a Sale Approval and Vesting Order pronounced by the Honourable Justice Romaine on January 18, 2019, subsequently amended by order April 12, 2019, permitting the sale to close on April 15, 2019 (the "Persist SAVO").<sup>5</sup>

8. The amendment to the Persist SAVO resulted from additional negotiations of the parties, included the Alberta Energy Regulator (the "AER") after the Redwater decision<sup>6</sup> was handed down on January 31, 2019.

9. The subsequent amendment to the Persist SAVO did not impact the order in respect of the Receiver holding \$119,093.08 from net sale proceeds of the Liened Assets in trust pending determination of the Lien Claims (the "Holdback").<sup>7</sup>

### III. ANALYSIS

#### A. Lien Claims and Redwater

10. Riverside agreed to the limited scope of the current Application in order to allow the parties to focus their arguments on the stated issue. Given the recent decision in

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<sup>2</sup> Hamilton Affidavit, at para 5.

<sup>3</sup> Fifteenth Report of the Receiver, dated September 18, 2020 at App B.

<sup>4</sup> *Ibid*, at para 21.

<sup>5</sup> Persist SAVO granted and filed January 18, 2019 and amended by order granted and filed April 12, 2019.

<sup>6</sup> Orphan Well Association v. Grant Thornton Ltd., 2019 SCC [2019] ("Redwater").

<sup>7</sup> *Ibid*, at paras 11 and 12.

Redwater and the uncertain effect it will have on oil and gas priority claims, Riverside felt it prudent to limit focus to allow for a more comprehensive examination of the matter. Despite the Receiver's concerns, as the parties agreed to proceed on the assumption that the lien claims were valid, Riverside will not make any unnecessary address in respect of same, except to note that it is confident in the Lien Claims.

11. With the introduction of the Redwater decision into Canadian jurisprudence, there has been a significant shift in how contingent environmental oil and gas claims interact with a bankrupt's estate. Given that there have been relatively few available decisions expanding on Redwater prior to date of this Application, it is clear that the effect of the Redwater decision has not been fully weighed and considered by the courts. It leaves this priority question for competing claims of specific security resulting from improvements to assets of the debtor and unrelated general environmental claims against the debtor's estate as a somewhat novel issue.

#### B. Equitable Result

12. Following Redwater, it is settled that a bankrupt's estate is obligated to satisfy non-monetary obligations that are binding upon it, including unrelated environmental claims and end of life obligations associated with the abandonment and reclamation of the bankrupt's oil and gas assets ("End of Life Obligations").<sup>8</sup> However, more relevant to Riverside's submissions is that assets that fall outside the bankrupt's estate are not subject to these same obligations.

13. Riverside submits that the Applicant's proposal of turning the entirety of the bankrupt's estate, including the Holdback, over to the AER to deal with End of Life Obligations will not lead to an equitable resolution of these matters. Through the Judicature Act<sup>9</sup> and section 183(1)(d) of the BIA, the Court is vested with the jurisdiction to consider principles of equity and fairness when dealing with matters put before it. Riverside submits that it is necessary to rely on those principles in order to avoid an inequitable result whereby assets unrelated to remaining environmental liabilities are used to satisfy those

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<sup>8</sup> Redwater, at para 160.

<sup>9</sup> Judicature Act, RSA 2000, c J-2, s. 8 and Bankruptcy and Insolvency Act, RSC 1985, c B-3 ("BIA").

remaining liabilities and the benefit from work on the Liened Assets does not flow to the party that performed the work.

*i. Builders' Lien and the Prejudicial Effect of Bankruptcy in Light of the Redwater Decision*

14. Through the Riverside Work, Riverside supported continued mineral production from the Liened Assets during the period for which it remains unpaid. This work directly enhanced Manitok's estate through the production and sale of extracted minerals as well as supporting the value of the Liened Assets through continued mineral production. Pursuant to the Builders' Lien Act, upon prompt registration, Riverside was entitled to the Lien Claims in the Liened Assets.<sup>10</sup>

15. Outside of bankruptcy, the Lien Claims provide a proprietary interest in the assets that Riverside improved as a result of its efforts. This would allow Riverside to appoint: (i) a receiver of rents and profits in respect of the profits gained from the production of the Liened Assets, or (ii) a trustee with the power to sell, mortgage or lease the Liened Assets, thereby allowing recovery on the outstanding debt.<sup>11</sup>

16. Upon Manitok's entry into bankruptcy, the Lien Claims provided Riverside an enhanced priority as a secured creditor,<sup>12</sup> however, on sale of the Liened Assets, pursuant to the Persist SAVO, Riverside's *in rem* rights were removed. As a result of the decision in Redwater, prior to sale of the Liened Assets in bankruptcy, the outstanding environmental claims of Manitok's other oil and gas assets take priority over the entire estate regardless of proprietary rights or connections between the assets and the outstanding liability.

17. It is from this conversion and the loss of proprietary interest in Manitok's assets through bankruptcy that Riverside is prejudiced. While the loss of proprietary rights of a secured creditor as a result of bankruptcy is not considered to be inequitable when it results in a loss of priority to another secured creditor within the bankruptcy scheme, Riverside submits that it is inequitable when the mechanisms of bankruptcy defeat a proprietary claim

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<sup>10</sup> Builders' Lien Act, RSA 2000, c B-7 ("Builders' Lien Act"), s. 6.

<sup>11</sup> *Ibid*, s. 54(1) and 54(2).

<sup>12</sup> BIA, s. 2.

in favour of an external obligation for a party that is not a creditor of the bankrupt and that is not subject to that same priority system.

18. The bankruptcy process is intended to deal with "the administration of a bankrupt's estate and the orderly and equitable distribution of property to its creditors."<sup>13</sup> In Manitok's case, there was no distribution or administration available to Manitok's creditors as the AER is ostensibly entitled to the entire remaining available assets to deal with Manitok's End of Life Obligations. The AER is not a creditor and it follows that there is no reason for the bankruptcy at all in situations with significant outstanding environmental liabilities.

*ii. General Security vs. Specific Security*

19. Riverside was eligible for specific security from improvements made to certain of Manitok's oil and gas assets through the Riverside Work. Through the Builders' Lien Act, Riverside is only entitled to a lien over assets it improves and does not receive an interest in any other of Manitok's assets.<sup>14</sup> This proprietary interest from the Liened Claims cannot be extended to any of Manitok's other assets, yet, the Receiver argues that End of Life Obligations of Manitok should be satisfied by all the assets regardless of their relationship to the End of Life Obligations.

20. The Receiver's position is particularly problematic when the Receiver is able to sell the Liened Assets for a sum sufficient to establish the Holdback and with the purchaser then assuming all End of Life Obligations for the Liened Assets.

21. The Court in Redwater partially justified this inequitable conclusion on that basis that the general End of Life Obligations of the debtor would not conflict with the bankruptcy priority scheme as Parliament had already contemplated an enhanced priority in bankruptcy when dealing with environmental claims.<sup>15</sup> These justifications found in both the BIA and as

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<sup>13</sup> Redwater, para 31.

<sup>14</sup> *Builders' Lien Act*, s. 6.

<sup>15</sup> *BIA*, s. 14.06(7).

reported in Redwater were contingent on the environmental claims being related or proximate to the prioritized asset (underline added).<sup>16</sup>

"Furthermore, it is important to note that Redwater's only substantial assets were affected by an environmental condition or damage. Accordingly, the Abandonment Orders and LMR requirements did not seek to force Redwater to fulfill end-of-life obligations with assets unrelated to the environmental condition or damage."<sup>17</sup>

22. With this connection between the asset and the liability, the inchoate, uncertain environmental claims receive a super priority over all the assets of a particular debtor. If the Redwater decision is allowed to justify priority over unrelated assets, it leads to a direct conflict with the purpose of granting proprietary interests in specific assets through the Builders' Lien Act. Further, it breaches the well-recognized tenant of Canadian environmental law that the polluter pays.<sup>18</sup>

23. As all environmental liabilities with respect to the Liened Assets have been assumed by the purchaser of those assets, use of the proceeds of sale by the AER is only to deal with End of Life Obligations for unrelated assets.

24. On a more practical basis, the lender in Redwater, ATB, was in a position to review the debtor's assets and liabilities prior to extending credit to the debtor. As a sophisticated creditor, it would have been aware of the risks with outstanding environmental claims and would have the opportunity to negotiate with the debtor to obtain favourable security or otherwise alter the credit terms to ensure it would not be unfairly prejudiced. From this preferred position, it made the informed decision to lend to Redwater.

25. In contrast, Riverside's interest in these matters arose through the course of its provision of materials and services to the oil and gas industry. While that does not excuse them from obligation to ensure any extension of credit is on reasonable terms and to a credit worthy debtor, as a small supplier in the oil and gas industry Riverside is limited in its ability to request information from Manitoak or alter the terms of credit.

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<sup>16</sup> *Ibid.*

<sup>17</sup> Redwater, para 159.

<sup>18</sup> *Ibid.*, para 29.

26. To force Riverside to bear the unrelated End of Life Obligations ignores the purpose of the Builders' Lien Act and places a further burden on the least sophisticated parties who have the limited ability to determined debtor actions or otherwise deal with this burden.

27. This is further evident when the limited information available to unsophisticated creditors cannot be relied upon to give an accurate reflection of a debtor's environmental liabilities. The AER uses a Liability Management Rating (the "LMR") to assist in assessing a licensee's ability to address its abandonment, remediation and reclamation obligations.<sup>19</sup> The LMR is a ratio of the aggregate value attributed to production assets to the deemed aggregate liability of the abandonment and reclamation costs of those assets. The AER generally requires licensees to maintain an LMR above 1.0, whether through completion of abandonment or remediation of existing assets, acquiring greater producing assets or posting security.<sup>20</sup> An LMR ratio greater than 1.0 indicates that a licensee's assets and posted security should be able to satisfy any End of Life Obligations of the licensee.

28. Until approximately January 2020, the AER reported the security adjusted LMR for individual oil and gas licensees.<sup>21</sup> As of July 1, 2017, Manito's LMR as reported by the AER was 2.83 evidencing sufficient available security or assets to satisfy its End of Life Obligations.<sup>22</sup> An LMR greater than 2.0 is better than two-thirds of all licensees in the Province of Alberta.

29. Riverside submits that if a specific security holder recovers as a result of equitable principles, it does not create an inequitable result if the National Bank of Canada ("NBC") or other creditor holding general security is not able to recover in respect of those assets. As noted previously, the general security holder is more sophisticated and has more information available to it prior to extending credit. As well, the general security holder does not have a direct connection with an improvement of the underlying assts. Additionally, in

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<sup>19</sup> Redwater, at para 18.

<sup>20</sup> *Ibid.*

<sup>21</sup> Hamilton Affidavit at para 8.

<sup>22</sup> *Ibid*, at para 6.



this matter, NBC has already received certain funds from Manitok's estate that it would not have otherwise been entitled to post-Redwater.

*iii. Timing of the Abandonment Orders*

30. The Liened Assets were sold according to the Persist SAVO. On August 21, 2019, the AER issued abandonment orders in respect of certain of the remaining oil and gas assets of Manitok (the "Abandonment Order").<sup>23</sup> The Abandonment Order did not deal with any of the assets sold pursuant to the Persist SAVO as the responsibility for all End of Life Obligations in respect of those assets was assumed by the purchaser, Persist, pursuant to the purchase and sale agreement entered into between Persist and the Receiver.

31. The Court in Northern Badger characterized a debtor's existing liability with respect to the End of Life Obligations as "inchoate", existing from the day the wells were initially drilled.<sup>24</sup> Without an abandonment order issued, the End of Life Obligations remain, but they have not crystallized with sufficient certainty to require the bankrupt satisfy them in priority to its other, more concrete, debts.

32. Pursuant to the Persist SAVO, the Lien Claims were to be dealt with as follows (underline added):

"(a) The net proceeds from the sale of the Purchased Assets (to be held in an interest bearing trust account by the Receiver) shall stand in the place and stead of the Purchased Assets, and from and after the delivery of the Receiver's Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale, including without limitation in respect of any amounts or obligations accrued up to the Effective Date under any Crown or freehold mineral leases, surface leases or access rights, royalties, municipal property taxes, linear taxes (in the latter case, to the extent

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<sup>23</sup> Eleventh Report of the Receiver, dated September 12, 2019 at App A.

<sup>24</sup> Panamericana de Bienesy Servicios SA v. Northern Badger Oil & Gas Ltd., 1991 ABCA 181 (ABCA) ("Northern Badger") at para 32.

that such taxes would otherwise constitute a Claim against the Assets), or for amounts accrued under Permitted Encumbrances contemplated by paragraphs (xv) and (xix) prior to the Effective Date, and any defaults under any leases, access rights or royalty contracts, up to the Effective Date, shall be deemed, as against the Purchaser and the counterparty thereto, to be cured."<sup>25</sup>

33. While the End of Life Obligations would soon crystallize on the issuance of the Abandonment Order, the proper time for determination of the estate's then current debt obligations is the moment immediately prior to the sale as outlined in the Persist SAVO. At such time, the End of Life Obligations were sufficiently uncertain as to allow for Riverside's priority to remain in respect of Lien Claims and Riverside submits that the Court should order distribution of the Holdback to Riverside on that basis.

*iv. Considerations of the AER*

34. The mandate of the AER as set out in REDA is:

"(a) to provide for the efficient, safe, orderly and environmentally responsible development of energy resources in Alberta through the Regulator's activities"<sup>26</sup>

35. Additionally, the purpose of the OGCA is:

"(a) to effect the conservation of, and to prevent the waste of, the oil and gas resources of Alberta...

(c) to provide for the economic, orderly, efficient and responsible development in the public interest of the oil and gas resources of Alberta...

(d) to afford each owner the opportunity of obtaining the **owner's share of the** production of oil or gas from any pool"<sup>27</sup>

36. The AER has the obligation to provide for efficient, safe and orderly energy resource development in addition to weighing the environmental liabilities associated with such development. If the AER, relying on Redwater, purports to force the costs associated

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<sup>25</sup> Persist SAVO at para 11.

<sup>26</sup> *Responsible Energy Development Act*, SA 2012, c. R-17.3 ("REDA"), s. 2(1).

<sup>27</sup> *Oil and Gas Conservation Act*, RSA 2000, c O-6 ("OGCA"), s. 4.

with unrelated End of Life Obligations to producing assets it will significantly limited potential production from valuable producing assets and ultimately fail in its responsibility to managed the reasonable development of energy resources. This is particularly true where such burdens fall on parties who have done work to improve unrelated assets and increase production on the assets, thereby contributing to overall reasonable and responsible development without having any responsibility in creating the unrelated environmental liabilities.

### C. Unjust Enrichment Doctrine

37. As an extension to general equity considerations, Riverside submits that if the AER on behalf of the public were to receive the Holdback, they will have been unjustly enriched.

38. The fundamental principles for a claim of unjust enrichment are described in Peter<sup>28</sup>. Such an action arises when three elements are satisfied:

- a. there must be an enrichment;
- b. a corresponding deprivation; and
- c. the absence of a juristic reason for the enrichment.

39. If the Holdback was to fall into the estate for distribution to the AER, then Riverside would clearly be deprived and the AER, or the general public, on whose behalf the AER accepts the funds, will have received the direct, corresponding enrichment.

40. In regards to the absence of a juristic reason, the Court in Garland outlined that provided it can be shown no juristic reason arises from an established category, those being contract, a disposition of law, a donative intent or other valid common law, equitable or statutory obligations, then a *prima facie* case shall have been made out that there is no juristic reason.<sup>29</sup>

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<sup>28</sup> Peter v. Beblow, [1993] 1 S.C.R. 980 (SCC) ("Peter") at para 3.

<sup>29</sup> Garland v. Consumers' Gas Co. [2004] 204 SCC 25 (SCC) ("Garland") at para 44.

41. It has been held that the priority of distributions through bankruptcy is a sufficient juristic reason that there is no unjust enrichment where a creditor benefits from the failure of a trust claim through section 67(1)(a) of the BIA.<sup>30</sup> As a result of the decision in *Redwater*, distribution of and entitlement to the Holdback is not determined as a result of creditor priorities in bankruptcy. As the AER or the public is not a creditor of the estate, the effect of imposing a constructive trust in this scenario does not prejudice any creditor in bankruptcy or alter creditor priorities. It simply ensures that a portion of the benefit from the sale of the Liened Assets flows to the party who improved those assets.

42. Further, no contractual relationship exists between *Riverside* and the AER and as the Liened Assets do not have any unassumed End of Life Obligations, outside of the unnecessary application of the bankruptcy process as in *Redwater*, there is no proper juristic reason for the enrichment.

43. Upon proving the elements of unjust enrichment, the right to claim relief arises. The Court in *Peter* confirmed that a constructive trust may be an appropriate remedy where monetary damages are inadequate and there exists a link between the contribution and the interest claimed.<sup>31</sup>

44. Commonly, the concern for constructive trusts in a commercial context generally arises from a contract between the parties being the source of one party's deprivation resulting from their status as general creditor<sup>32</sup> and from the unfair application of the constructive trust to the detriment of other creditors of the bankrupt.<sup>33</sup> As noted above, no contract exists between *Riverside* and the AER and, as the funds from *Manitok's* estate do not fall to any of its creditors, there is no conflict.

45. Given *Riverside's* entitlement to a builders' lien, direct relationship with the Liened Assets and the inequitable result that would arise from an award of damages, *Riverside* submits a constructive trust in the Holdback is the appropriate remedy. If a constructive trust is found, then the Holdback would not fall into *Manitok's* estate and there would be no conflict with the decision in *Redwater*.

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<sup>30</sup> *Bassano Growers Ltd. v. Price Waterhouse Ltd.* [1997] 214 A.R. 380 (Alta. Q.B.), at para 19.

<sup>31</sup> *Peter*, at para 29.

<sup>32</sup> *Ellingsen, Re*, 2000 BCCA 458 (B.C. C.A.) at para 32.

<sup>33</sup> *Ibid* at paras 36 and 37 favourably citing *Barnabe v. Touhey* (1995), 26 O.R. (3d) 477 (Ont. C.A.).

IV. CONCLUSION AND REMEDY SOUGHT

46. Riverside is entitled to a statutory lien as a result of work it performed to improve certain of Manitok's oil and gas assets, the Liened Assets. The Liened Assets were sold and any End of Life Obligations for the Liened Assets were assumed by the Purchaser. The proceeds of the sale were sufficient to create the Holdback.

47. The Receiver is now asking that the proceeds of sale from the Liened Assets be paid to the AER to cover End of Life Obligations that are unrelated to the Liened Assets and unrelated to the improvements in value of the Liened Assets that arose from the Riverside Work. Riverside has no relationship to Manitok's other oil and gas assets, yet it is suffering the burden of their End of Life Obligations.

48. Riverside submits that if the Court determines that the Holdback falls into the Manitok's estate it will disentitle Riverside from any benefit from its efforts, create conflict between provincial legislation and will not accord with long standing polluter-pay principles. Such an inequitable result which would lack fairness cannot be held and Riverside submits that on that basis, the Holdback should be distributed to Riverside.

ALL OF WHICH IS RESPECTFULLY SUBMITTED.

DATED at the Town of Rocky Mtn. House, in the Province of Alberta, this 8<sup>th</sup> day of October, 2020.

HAMILTON BALDWIN LAW

Per: 

Garrett SE Hamilton  
Solicitors for the Respondent, Riverside  
Fuels Ltd.

## TABLE OF AUTHORITIES

Tab	Style of Cause/Document Name
1	Orphan Well Association v. Grant Thornton Ltd.
2	Judicature Act
3	Bankruptcy and Insolvency Act
4	Builders' Lien Act
5	Panamericana de Bienesy Servicios SA v. Northern Badger Oil & Gas Ltd.
6	Responsible Energy Development Act
7	Oil and Gas Conservation Act
8	Peter v. Beblow
9	Garland v. Consumers' Gas Co.
10	Bassano Growers Ltd. v. Price Waterhouse Ltd.
11	<i>Ellingsen</i> , Re.

This is Exhibit **Q** referred to in the Affidavit of  
Sarah Trigueiro

Sworn before me on April 5<sup>th</sup>, 2021

  
\_\_\_\_\_  
Commissioner for Oaths in and for  
the Province of Alberta

**D. Aaron Stephenson**  
Barrister & Solicitor

\_\_\_\_\_  
PRINT NAME AND EXPIRY OR  
LAWYER/STUDENT-AT-LAW

1001604

COURT FILE NUMBER 25-2332583  
25-2332610  
25-2335351

COURT COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY

PROCEEDINGS IN THE MATTER OF THE NOTICE OF INTENTION TO  
MAKE A PROPOSAL OF MANITOK ENERGY INC.  
IN THE MATTER OF THE NOTICE OF INTENTION TO  
MAKE A PROPOSAL OF RAIMOUNT ENERGY CORP.  
IN THE MATTER OF THE NOTICE OF INTENTION TO  
MAKE A PROPOSAL OF CORINTHIAN OIL CORP.

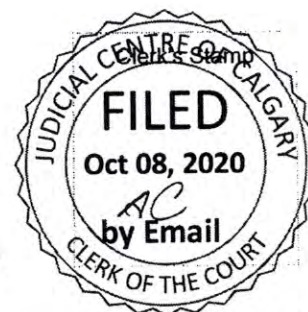
APPLICANT ALVAREZ & MARSAL CANADA INC. in its capacity as the  
Court-approved receiver and manager of MANITOK  
ENERGY INC.

DOCUMENT **AFFIDAVIT ON BEHALF OF PRENTICE CREEK  
CONTRACTING LTD.**

ADDRESS FOR SERVICE AND CONTACT  
INFORMATION OF PARTY FILING THIS  
DOCUMENT ALTALAW LLP  
Barristers and Solicitors  
5233 – 49<sup>th</sup> Avenue  
Red Deer, Alberta T4N 6G5  
**Attention: Glyn L Walters**  
Solicitor for Prentice Creek Contracting Ltd.

Phone: (403) 343-0812  
Fax: (403) 340-3545  
Email: glwalters@altalaw.ca

File No.: MAT2699 GLW



COM Oct 15 2020  
J. Romaine

**AFFIDAVIT OF ALLAN ADAMS**  
**Sworn on October 7, 2020**

I, ALLAN ADAMS, of Rocky Mountain House, Alberta, SWEAR AND SAY THAT:

1. I am the President and Corporate representative of Prentice Creek Contracting Ltd. ("Prentice Creek"), and as such I have personal knowledge of the matters hereinafter deposed to except where stated to be based upon information and belief and where so stated I believe the same to be true. For the purposes of informing myself and making this Affidavit, I have reviewed the records of Prentice Creek that are maintained and kept in the ordinary course of its business that relate to the Lien Claim of Prentice Creek.
2. Prentice Creek is one of the Lien Claimants to the Builders' Lien Holdbacks as referenced and defined in the Fifteen Report of the Receiver of Manito Energy Inc. ("Manitok"). I am making this Affidavit on behalf of Prentice Creek in response to the Application of the Receiver of Manito Energy and to provide further details of the work completed by Prentice Creek that relates to its Lien Claim.



3. Prentice Creek carries on business throughout Alberta, and is based out of Rocky Mountain House, Alberta. Prentice Creek is a Contractor that provides earth moving and road maintenance equipment, labour, and services for the oilfield, civil and forestry industry. This includes providing earth moving and road maintenance equipment, labour, and services for the construction and reclamation of oil and gas well sites.
4. In or about August of 2017, Manitok requested Prentice Creek to provide earth moving equipment, labour and services (the "Work") for the reclamation and clean-up (the "Reclamation") of oil and gas well sites (the "Well Sites") of Manitok located on each of the following lands:

MERIDIAN 5 RANGE 16 TOWNSHIP 42  
SECTION 36  
QUARTER SOUTH EAST  
(SE-36-42-16-W5)

MERIDIAN 5 RANGE 15 TOWNSHIP 42  
SECTION 30  
QUARTER SOUTH WEST  
(SW-30-42-15-W5)

MERIDIAN 5 RANGE 15 TOWNSHIP 42  
SECTION 29  
QUARTER SOUTH WEST  
(SW-29-42-15-W5)

(hereinafter collectively referred to as the "Surface Lands").

5. Randy Lepard ("Randy") was the consultant hired by Manitok to deal with Prentice Creek, and to oversee the Work of Prentice Creek for the Reclamation of the Well Sites of Manitok located on the Surface Lands.
6. At the time, I was informed by Randy and do believe that the Alberta Energy Regulator ("AER") required Manitok to complete the Reclamation of the Well Sites on the Surface Lands in order for Manitok to maintain its license, and to continue to operate the Well Sites.

I was also informed by Randy, and do believe, that the reasons for the Reclamation of the Well Sites on the Surface Lands were:

- the slopes and the grades of the Well Sites were too steep and short;
- water and silt were draining and running off the Well Sites out and onto the neighboring Crown lands; and
- the lack of vegetation of growth to maintain slope stability to and stop erosion of the Well Sites.

At the time, I also personally attended and viewed the Well Sites on the Surface Lands, and observed these environmental deficiencies.

7. Pursuant to the request and Agreement with Manitok, Prentice Creek provided to Manitok the Work for the Reclamation of the Well Sites located on the Surface Lands. The Work provided by Prentice Creek included the stripping, cutting, filling, re-sloping, contouring, and placing of top soil and erosion controls for each of the Well Sites. The Work provided by Prentice Creek for the Reclamation resulted in the steepness of the slopes being reduced, the correction of the drainage and run-off problems, and the increased stability of the Well Sites on the Surface Lands, and to establish vegetation growth for wildlife and habitat.

8. The details of the Work provided by Prentice Creek to Manitok for the Reclamation of the Well Sites on the Surface Lands are as follows:

**(A) Work Provided to the Oil and Gas Well Site Location of SE-36-42-16-W5**

Prentice Creek commenced its Work on August 17, 2017 and completed the Work on October 29, 2017, and invoiced Manitok the sum of \$116,235.12 for the Work provided to this well site location. Attached hereto and marked as **Exhibit "A"** to this my Affidavit are copies of Invoice Numbers 6514, 6519, and 6561.

Attached hereto and marked as **Exhibit "B"** to this my Affidavit are photographs taken by Prentice Creek at the time the Work was done. The photographs show the physical state of the Surface Lands of this well site during the Work of Prentice Creek, and as the Work of Prentice Creek was completed.

Attached hereto and marked as **Exhibit "C"** to this my Affidavit are photographs taken by Prentice Creek dated September 15, 2020, showing the present physical state of the Surface Lands of this well site, and the vegetation growth after the Work completed by Prentice Creek.

**(B) Work Provided to the Oil and Gas Well Site Location of SW-30-42-15-W5**

Prentice Creek commenced its Work on August 27, 2017 and completed the Work on October 31, 2017, and invoiced Manitok the sum of \$184,766.52 for the Work provided to this well site location. Attached hereto and marked as **Exhibit "D"** to this my Affidavit are copies of Invoice Numbers 6526, 6543, and 6560.

Attached hereto and marked as **Exhibit "E"** to this my Affidavit are photographs taken by Prentice Creek at the time the Work was done. The photographs show the physical state of the Surface Lands of this well site during the Work of Prentice Creek, and as the Work of Prentice Creek was completed.

Attached hereto and marked as **Exhibit "F"** to this my Affidavit are photographs taken by Prentice Creek dated September 15, 2020, showing the present physical state of the Surface Lands of this well site, and the vegetation growth after the Work completed by Prentice Creek.

**(C) Work Provided to the Oil and Gas Well Site Location of SW-29-42-15-W5**

Prentice Creek commenced its Work on October 30, 2017 and completed the Work on November 22, 2017, and invoiced Manitok the sum of \$91,104.63 for the Work provided to this well site location. Attached hereto and marked as **Exhibit "G"** to this my Affidavit are copies of Invoice Numbers 6562, 6566, and 6569.

Attached hereto and marked as **Exhibit "H"** to this my Affidavit are photographs taken by Prentice Creek at the time the Work was done. The photographs show the physical state of the Surface Lands of this well site during the Work of Prentice Creek, and as the Work of Prentice Creek was completed.


Attached hereto and marked as **Exhibit "I"** to this my Affidavit are photographs taken by Prentice Creek dated September 15, 2020, showing the present physical state of the Surface Lands of this well site, and the vegetation growth after the Work completed by Prentice Creek.


9. The total sum and value of the Work provided by Prentice Creek for the Reclamation of the Well Sites on the Surface Lands is \$392,106.27 without interest and costs claimed by

Prentice Creek. The sum of \$392,106.27 plus interest is still due and owing to Prentice Creek for the Work.

10. The Work provided by Prentice Creek was preparatory to, or in connection, with the recovery of oil and/or natural gas, and was furnished in respect of improvements to the Well Sites of Manitok located on the Surface Lands, and the related leasehold and working interests.
11. By providing the Work in the sum of \$392,106.27 for the Reclamation of the Well Sites on the Surface Lands, I believe that Prentice Creek has done Work that has caused and contributed to an improvement to the Well Sites located on the Surface Lands and the related leasehold and working interests. I also believe that there has been an increase in value of the Surface Lands and the related leasehold and working interests in the sum of at least \$392,106.27 based upon the Work provided by Prentice Creek as outlined in Paragraph 8 herein.
12. I believe and can positively state that Prentice Creek has a proper and valid builders lien claim for the sum of \$392,106.27 plus interest and costs for the Work provided by Prentice Creek for the Reclamation of the Well Sites, as set out herein.

SWORN BEFORE ME at Red Deer, Alberta )  
this 7 day of October, 2020. )

  
\_\_\_\_\_  
Commissioner for Oaths in and for Alberta )

  
\_\_\_\_\_  
ALLAN ADAMS

**Glyn L. Walters**  
Barrister and Solicitor  
A Commissioner for Oaths  
in and for Alberta

**INDEX OF EXHIBITS**

<b>Exhibit</b>	<b>Description</b>	<b>Page No.</b>
A	Copies of Invoice Nos. 6514, 6519 and 6561 (4 pages)	6
B	Photographs taken by Prentice Creek at the time the Work was done (10 pages)	10
C	Photographs taken by Prentice Creek dated September 15, 2020 (3 pages)	20
D	Copies of Invoice Nos. 6526, 2643 and 6560 (4 pages)	23
E	Photographs taken by Prentice Creek at the time the Work was done (11 pages)	27
F	Photographs taken by Prentice Creek dated September 15, 2020 (9 pages)	38
G	Copies of Invoice Nos. 6562, 6566 and 6569 (3 pages)	47
H	Photographs taken by Prentice Creek at the time the Work was done (5 pages)	50
I	Photographs taken by Prentice Creek dated September 15, 2020 (8 pages)	55



**Prentice Creek Contracting Ltd.**

313

5

Box 1336  
Rocky Mountain House T4T 1A9  
Tel: (403) 845-6884

**INVOICE 6514**

Date: Sep 01, 2017

This is Exhibit "A" referred to in the PGCL # 2017-330

Affidavit of

Allan AdamsSworn before me this 7th day  
of October A.D., 2020A Notary Public, A Commissioner for Oaths  
in and for the Province of Alberta

COPY

**Sold to:**

**Manitok Energy Inc.**  
Suite 700, 444 7th Avenue SW  
Calgary, Alberta T2P 0X8

**Glyn L. Walters**

Barrister and Solicitor  
A Commissioner for Oaths  
in and for Alberta

Date	Ticket	Description	Amount
		Location: 1-36-42-16 W5 AFE#: DD1311 Code: 9310-343	
August 17, 2017	4-0013	Stripping top soil, contouring back slope / fill slope / countouring pad	5,566.00
August 18, 2017	4-0016	Stripping top soil, contouring back slope / fill slope / countouring pad	3,851.00
August 19, 2017	4-0018	Stripping top soil, contouring back slope / fill slope / countouring pad	3,851.00
August 20, 2017	4-0021	Stripping top soil, contouring back slope / fill slope / countouring pad	3,851.00
August 21, 2017	4-0025	Stripping top soil, contouring back slope / fill slope / countouring pad	4,005.00
August 22, 2017	4-0034	Stripping top soil, contouring back slope / fill slope / countouring pad	4,210.00
August 23, 2017	4-0041	Stripping top soil, contouring back slope / fill slope / countouring pad	4,210.00
August 24, 2017	4-0045	Stripping top soil, contouring back slope / fill slope / countouring pad	3,646.00
August 25, 2017	4-0047	Stripping top soil, contouring back slope / fill slope / countouring pad	4,210.00
August 26, 2017	4-0049	Stripping top soil, contouring back slope / fill slope / countouring pad	4,210.00
August 27, 2017	4-0055	Stripping top soil, contouring back slope / fill slope / countouring pad	7,274.00
August 28, 2017	4-0060	Stripping top soil, contouring back slope / fill slope / countouring pad	7,925.00
GST Registration #:: 104294350 RT0001 WCB #: 2230151			Continue...

6

**Prentice Creek Contracting Ltd.**

Box 1336  
Rocky Mountain House T4T 1A9  
Tel: (403) 845-6884

**INVOICE 6514**

314

7

Date: Sep 01, 2017

PCCL # 2017-330

**Sold to:**

**Manitok Energy Inc.**  
Suite 700, 444 7th Avenue SW  
Calgary, Alberta T2P 0X8

Date	Ticket	Description	Amount
August 29, 2017	4-0063	Stripping top soil, contouring back slope / fill slope / countouring pad	8,390.00
August 30, 2017	4-0065	Stripping top soil, contouring back slope / fill slope / countouring pad	8,390.00
August 31, 2017	4-0067	Stripping top soil, contouring back slope / fill slope / countouring pad	8,204.00
		G - GST 5% GST	4,089.65
GST Registration #:: 104294350 RT0001 WCB #: 2230151			<b>Total Amount</b> 85,882.65

7

**Prentice Creek Contracting Ltd.**

Box 1336  
 Rocky Mountain House T4T 1A9  
 Tel: (403) 845-6884

**INVOICE 6519**

Date: Sep 19, 2017

PCCL # 2017-330

COPY

**Sold to:**

**Manitok Energy Inc.**  
 Suite 700, 444 7th Avenue SW  
 Calgary, Alberta T2P 0X8

Date	Ticket	Description	Amount
		Location: 1-36-42-16 W5 AFE #: DD1311 Code: 9310 343	
Sept 1, 2017	4-0071	Stripping soil, contouring lease / cut / fill pad	3,671.50
Sept 5, 2017	4-0079	Stripping soil, contouring lease / cut / fill pad	3,825.00
Sept 6, 2017	4-0084	Stripping soil, contouring lease / cut / fill pad	4,005.00
Sept 7, 2017	4-0088	Stripping soil, contouring lease / cut / fill pad	5,786.00
		G - GST 5% GST	864.38
GST Registration #:: 104294350 RT0001 WCB #: 2230151			<b>Total Amount</b> 18,151.88

**Prentice Creek Contracting Ltd.**

Box 1336  
 Rocky Mountain House T4T 1A9  
 Tel: (403) 845-6884

**INVOICE 6561**

Date: Nov 01, 2017

PCCL # 2017-330

COPY

**Sold to:**

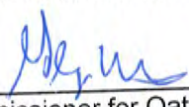
**Manitok Energy Inc.**  
 Suite 700, 444 7th Avenue SW  
 Calgary, Alberta T2P 0X8

Date	Ticket	Description	Amount
		Location: 1-36-42-16 W5 AFE: DD1311 Code: 9310-343 Approver: Randy Lepard	
Oct 28, 2017	4-0212	Stripping soil, contouring lease / cut / fill pad	2,517.50
Oct 27, 2017	4-0213	Put in Silt Fence	4,717.00
Oct 28, 2017	4-0214	Put in Silt Fence	1,667.50
Oct 29, 2017	4-0215	Put in Silt Fence	2,717.60
		G - GST 5% GST	580.99
<b>GST Registration #:: 104294350 RT0001</b> <b>WCB #: 2230151</b>			<b>Total Amount</b> <b>12,200.59</b>



101

THIS IS EXHIBIT "B" REFERRED TO IN THE  
AFFIDAVIT OF ALLAN ADAMS  
SWORN BEFORE ME THIS 14 DAY OF OCTOBER,  
2020.

  
Commissioner for Oaths for the Province of Alberta

**Glyn L. Walters**  
Barrister and Solicitor  
A Commissioner for Oaths  
in and for Alberta



































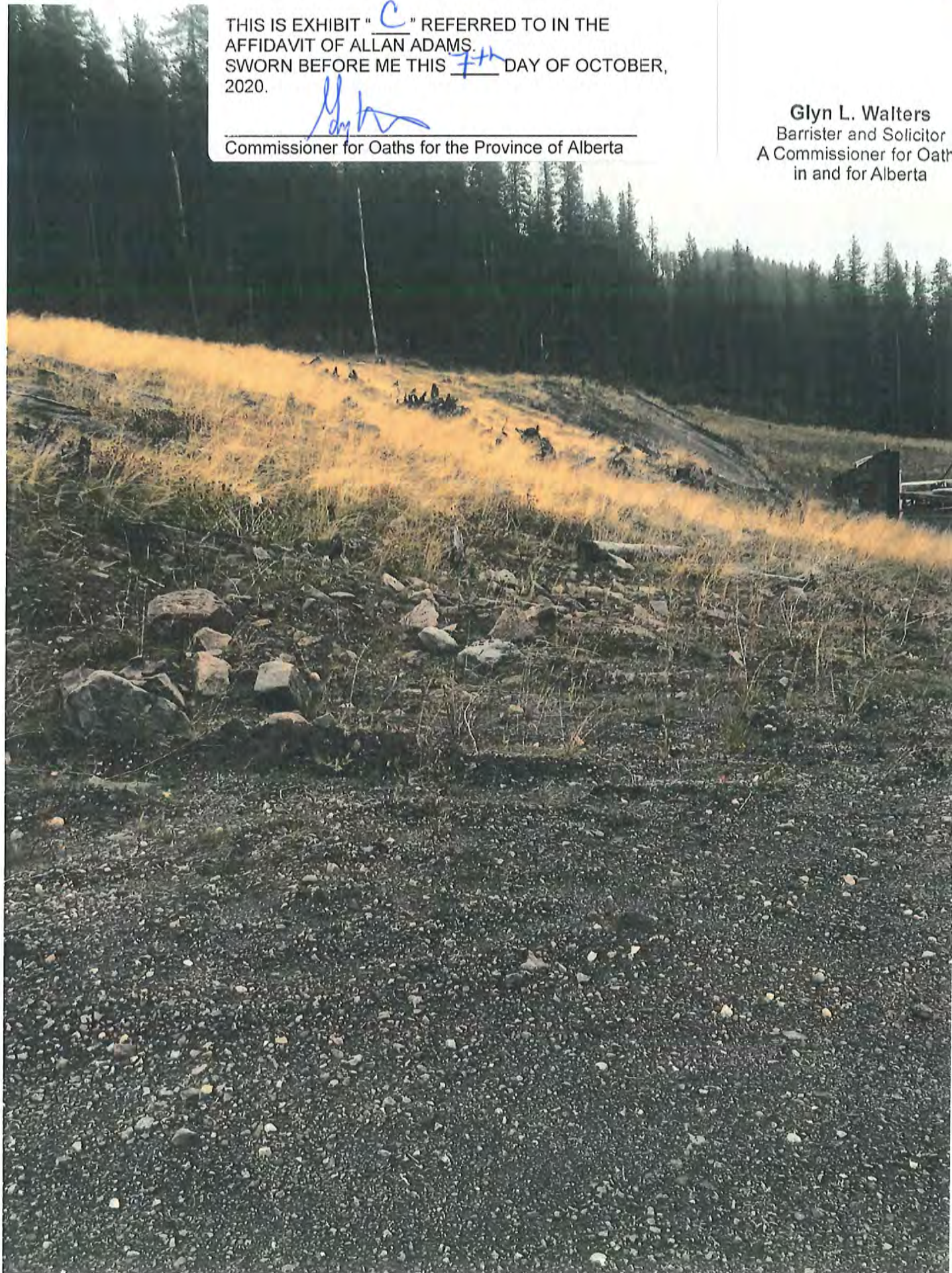




THIS IS EXHIBIT "C" REFERRED TO IN THE  
AFFIDAVIT OF ALLAN ADAMS.  
SWORN BEFORE ME THIS 7th DAY OF OCTOBER,  
2020.

Commissioner for Oaths for the Province of Alberta

Glyn L. Walters  
Barrister and Solicitor  
A Commissioner for Oaths  
in and for Alberta











**Prentice Creek Contracting Ltd.**

330

23

Box 1336

Rocky Mountain House T4T 1A9

Tel: (403) 845-6884

**INVOICE 6526**

Date: Sep 27, 2017

PCCL # 2017-336

This is Exhibit "D" referred to in the Affidavit of

Allan AdamsSworn before me this 7th day of October A.D., 2020A Notary Public, A Commissioner for Oaths  
in and for the Province of Alberta

COPY

**Sold to:****Manitok Energy Inc.**

Suite 700, 444 7th Avenue SW

Calgary, Alberta T2P 0X8

**Glyn L. Walters**

Barrister and Solicitor

A Commissioner for Oaths  
in and for Alberta

Date	Ticket	Description	Amount
		LOCATION: 3-30-42-15 W5 AFE: DE1315 CODE: 9310 343	
Aug 27, 2017	4-0056	Mobilization	2,344.00
Sept 8, 2017	4-0089	Stripping Soil - Contouring Lease / Cut / Fill pad	4,210.00
Sept 9, 2017	4-0091	Stripping Soil - Contouring Lease / Cut / Fill pad	7,681.00
Sept 10, 2017	4-0092	Stripping Soil - Contouring Lease / Cut / Fill pad	7,588.00
Sept 11, 2017	4-0094	Stripping Soil - Contouring Lease / Cut / Fill pad	7,925.00
Sept 17, 2017	4-0104	Stripping Soil - Contouring Lease / Cut / Fill pad	7,088.00
Sept 18, 2017	4-0116	Stripping Soil - Contouring Lease / Cut / Fill pad	7,659.00
Sept 19, 2017	4-0117	Stripping Soil - Contouring Lease / Cut / Fill pad	7,646.00
Sept 25, 2017	4-0118	Stripping Soil - Contouring Lease / Cut / Fill pad	5,786.00
Sept 20, 2017	4-0119	Stripping Soil - Contouring Lease / Cut / Fill pad	920.00
Sept 26, 2017	4-0120	Stripping Soil - Contouring Lease / Cut / Fill pad	8,390.00
		G - GST 5% GST	3,361.85
GST Registration #:: 104294350 RT0001 WCB #: 2230151			
<b>Total Amount</b>			<b>70,598.85</b>

34



**Prentice Creek Contracting Ltd.**

331

24

Box 1336  
Rocky Mountain House T4T 1A9  
Tel: (403) 845-6884

**INVOICE 6543**

Date: Oct 12, 2017

PCCL # 2017-336

COPY

**Sold to:**

**Manitok Energy Inc.**  
Suite 700, 444 7th Avenue SW  
Calgary, Alberta T2P 0X8

Date	Ticket	Description	Amount
		Location: 3-30-42-15 W5 AFE: DE1315 Code: 9310 343 Approver ID: Randy Lepard	
Sept 27, 2017	4-0126	Stripping soil, contouring lease / cut / fill pad	8,390.00
Sept 28, 2017	4-0127	Stripping soil, contouring lease / cut / fill pad	6,902.00
Sept 29, 2017	4-0131	Stripping soil, contouring lease / cut / fill pad	6,158.00
Sept 30, 2017	4-0134	Stripping soil, contouring lease / cut / fill pad	8,018.00
		G - GST 5%	
		GST	1,473.40
GST Registration #: 104294350 RT0001			
WCB #: 2230151			
<b>Total Amount</b>			<b>30,941.40</b>

46

**Prentice Creek Contracting Ltd.**

332

25

Box 1336  
Rocky Mountain House T4T 1A9  
Tel: (403) 845-6884

**INVOICE 6560**

Date: Nov 01, 2017

PCCL # 2017-336

**COPY****Sold to:**

**Manitok Energy Inc.**  
Suite 700, 444 7th Avenue SW  
Calgary, Alberta T2P 0X8

Date	Ticket	Description	Amount
		Location: 3-30-42-15 W5 AFE: DE1315 CODE: 9310 343 Approver: Randy Leopard	
Oct 1, 2017	4-0139	Stripping soil, contouring lease / cut / fill pad	4,210.00
Oct 5, 2017	4-0152	Stripping soil, contouring lease / cut / fill pad	4,210.00
Oct 6, 2017	4-0159	Stripping soil, contouring lease / cut / fill pad	4,210.00
Oct 7, 2017	4-0166	Stripping soil, contouring lease / cut / fill pad	3,312.50
Oct 8, 2017	4-0168	Stripping soil, contouring lease / cut / fill pad	4,210.00
Oct 9, 2017	4-0170	Stripping soil, contouring lease / cut / fill pad	3,975.00
Oct 10, 2017	4-0175	Stripping soil, contouring lease / cut / fill pad	4,210.00
Oct 11, 2017	4-0181	Stripping soil, contouring lease / cut / fill pad	4,210.00
Oct 12, 2017	4-0182	Stripping soil, contouring lease / cut / fill pad	4,210.00
Oct 13, 2017	4-0185	Stripping soil, contouring lease / cut / fill pad	4,210.00
Oct 14, 2017	4-0187	Stripping soil, contouring lease / cut / fill pad	4,210.00
Oct 15, 2017	4-0190	Stripping soil, contouring lease / cut / fill pad	2,979.50
Oct 16, 2017	4-0191	Stripping soil, contouring lease / cut / fill pad	6,318.00
Oct 17, 2017	4-0193	Stripping soil, contouring lease / cut / fill pad	3,492.00
Oct 19, 2017	4-0197	Too Wet to work	300.00
Oct 23, 2017	4-0203	Stripping soil, contouring lease / cut / fill pad	4,210.00
Oct 24, 2017	4-0206	Stripping soil, contouring lease / cut / fill pad	3,902.50
Oct 25, 2017	4-0208	Stripping soil, contouring lease / cut / fill pad	3,928.00
Oct 29, 2017	4-0216	Stripping soil, contouring lease / cut / fill pad	1,240.00
Oct 30, 2017	4-0221	Put in Silt Fence	2,123.00
Oct 31, 2017	4-0225	Put in Silt Fence	3,487.60
Oct 27, 2017	4-0226	Put in Silt Fence	2,105.00
		G - GST 5%	
GST Registration #:: 104294350 RT0001			Continue...
WCB #: 2230151			

51



**Prentice Creek Contracting Ltd.**

Box 1336  
Rocky Mountain House T4T 1A9  
Tel: (403) 845-6884



**INVOICE 6560**

Date: Nov 01, 2017  
PCCL # 2017-336

333

26

**Sold to:**

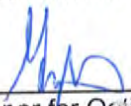
**Manitok Energy Inc.**  
Suite 700, 444 7th Avenue SW  
Calgary, Alberta T2P 0X8

Date	Ticket	Description	Amount
		GST	3,963.17
GST Registration #.: 104294350 RT0001 WCB #: 2230151			<b>Total Amount</b> 83,226.27

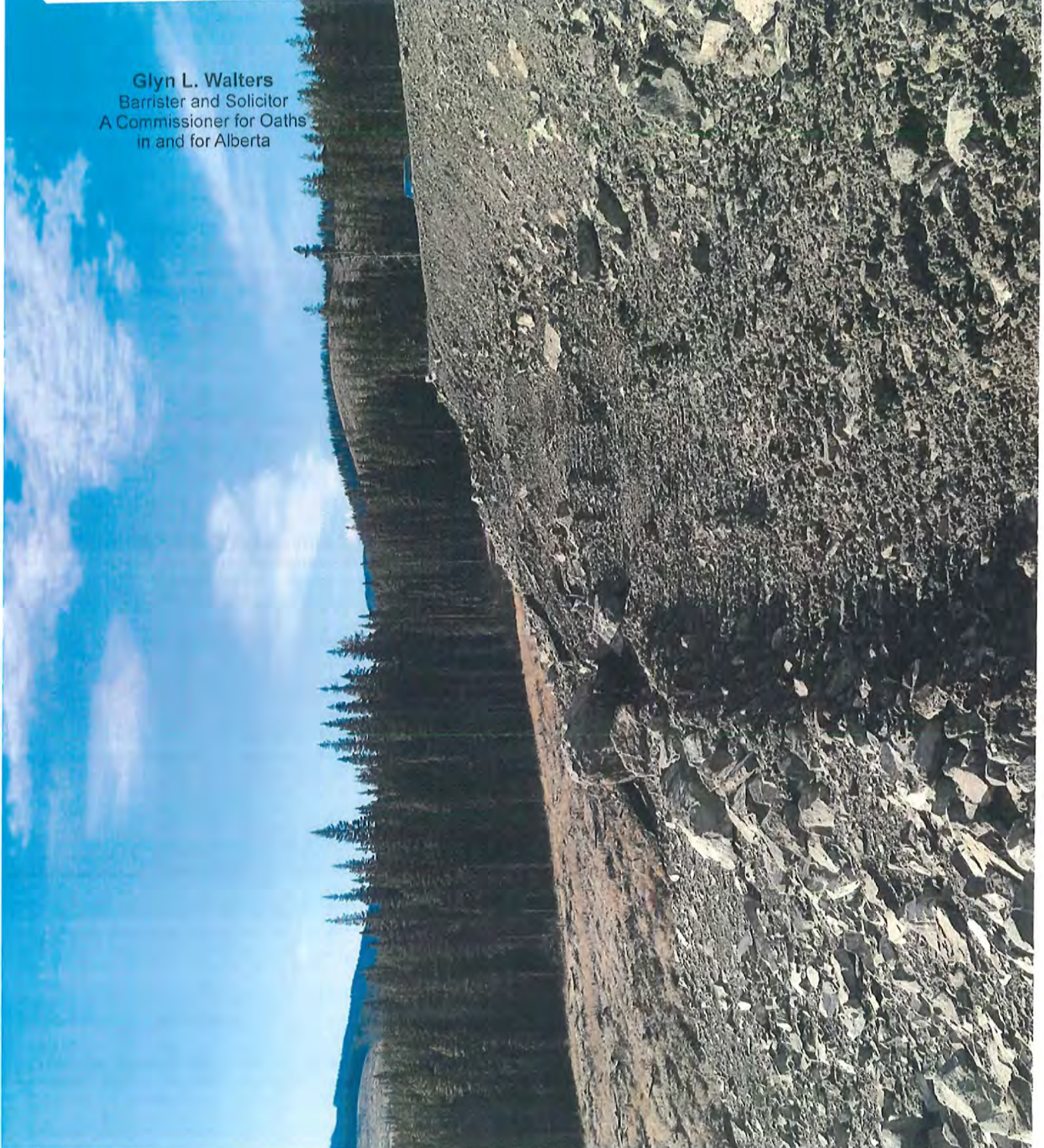
50



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SWORN BEFORE ME THIS 7<sup>th</sup> DAY OF OCTOBER,  
2020.

  
\_\_\_\_\_  
Commissioner for Oaths for the Province of Alberta

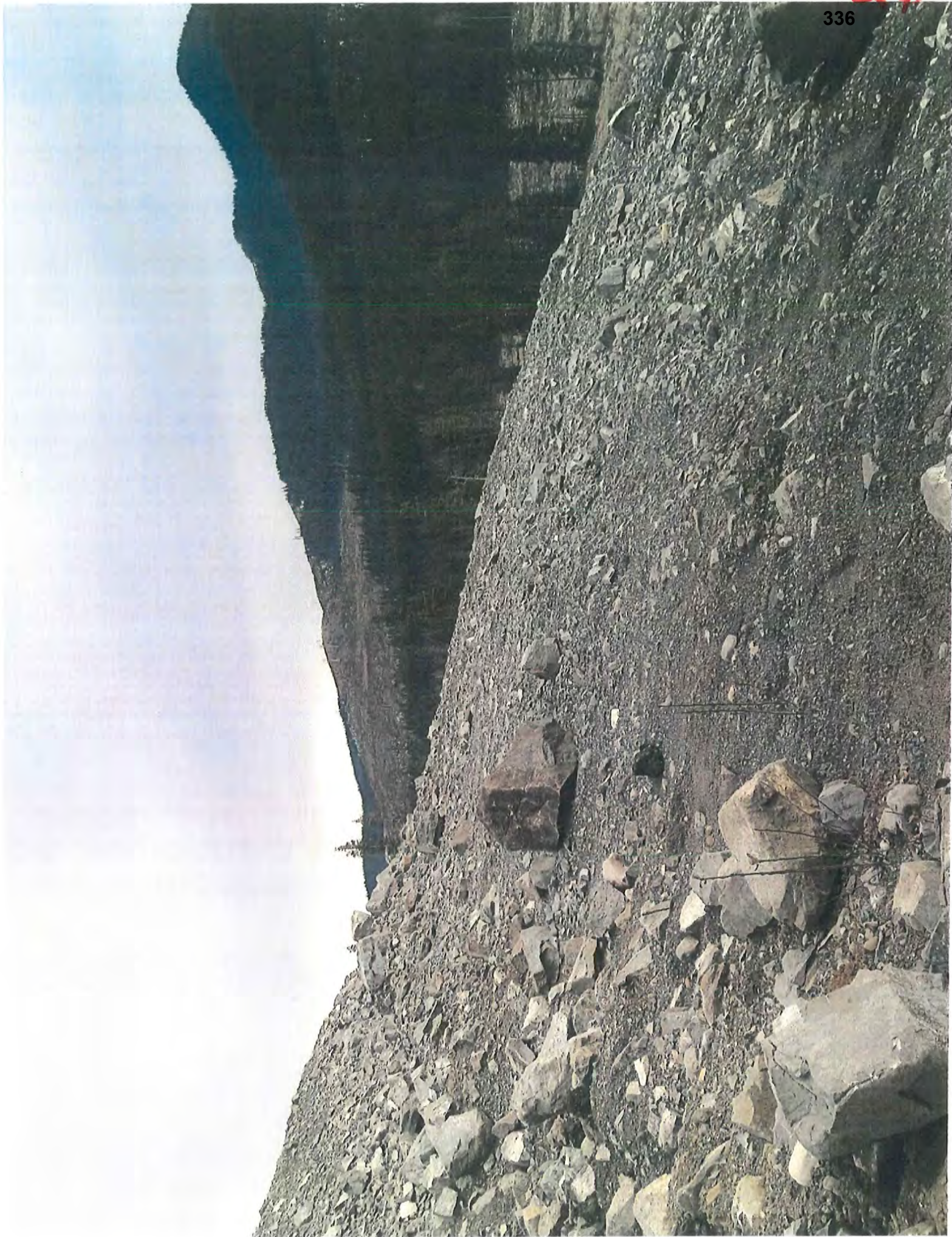
**Glyn L. Walters**  
Barrister and Solicitor  
A Commissioner for Oaths  
in and for Alberta















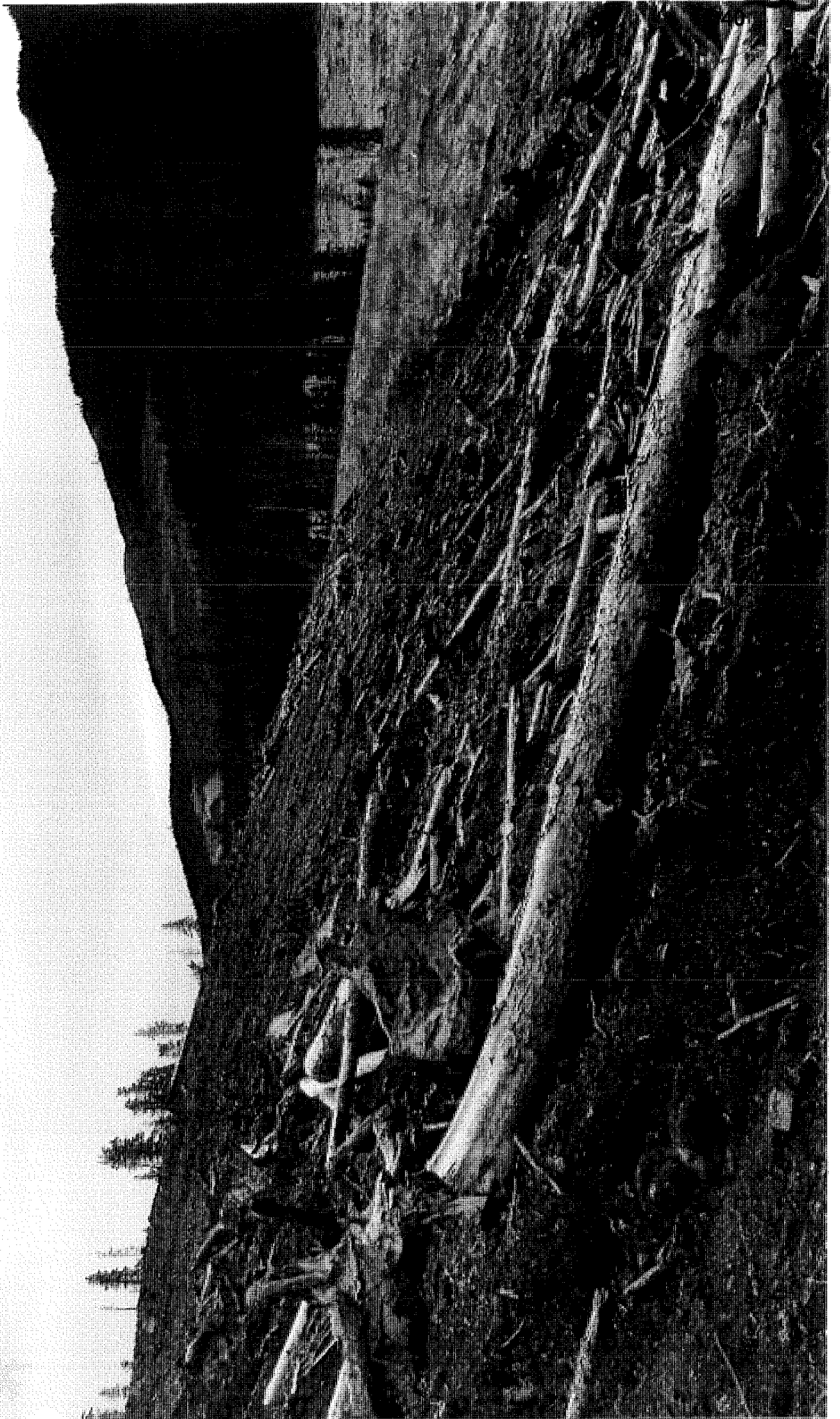












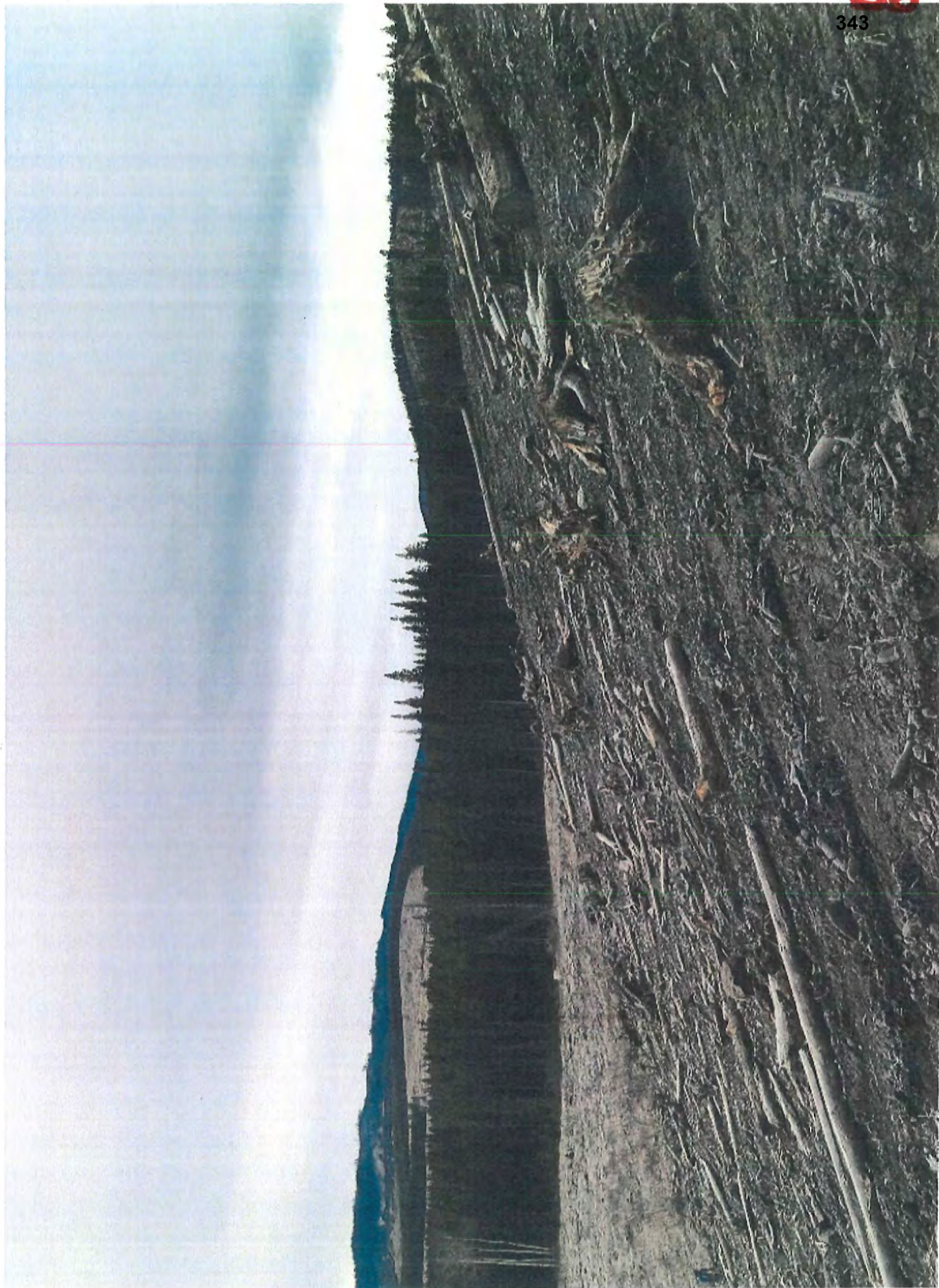




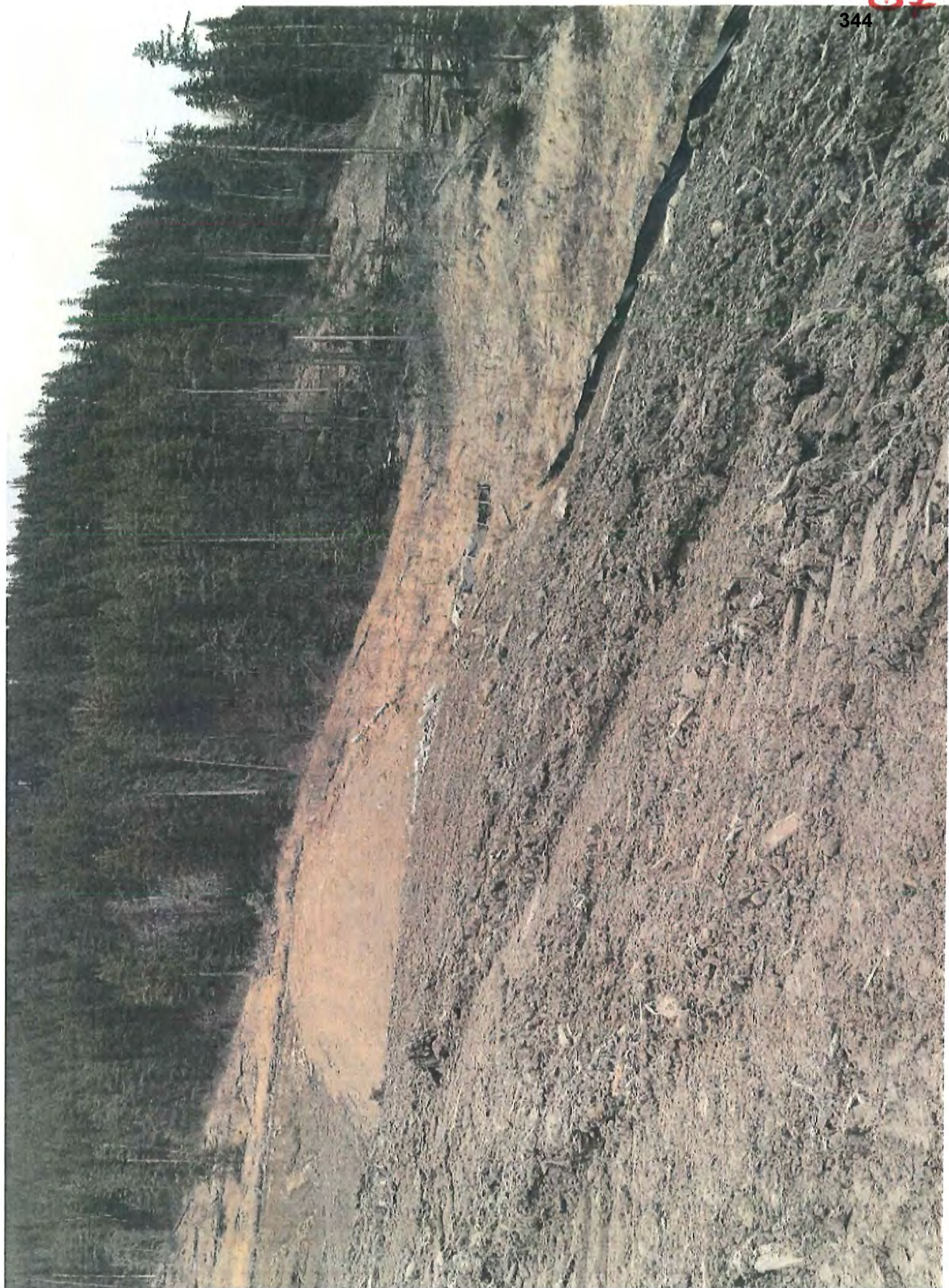






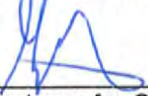






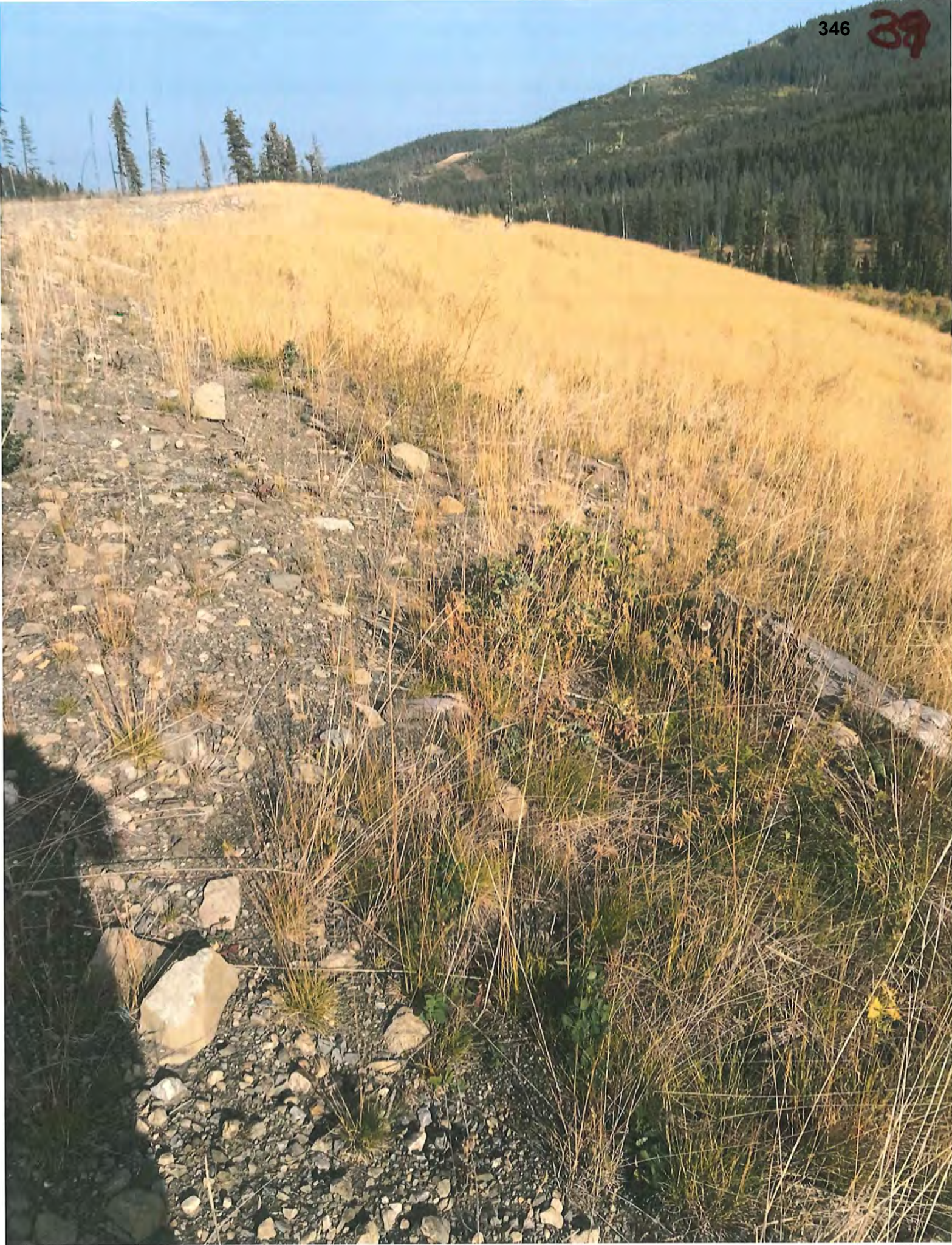


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Commissioner for Oaths for the Province of Alberta

Glyn L. Walters  
Barrister and Solicitor  
A Commissioner for Oaths  
in and for Alberta































353

46





**Prentice Creek Contracting Ltd.**

Box 1336  
Rocky Mountain House T4T 1A9  
Tel: (403) 845-6884

**INVOICE 6562**

Date: Nov 01, 2017

PCCL # 2017-347

This is Exhibit "G" referred to in the Affidavit of

Allan Adams

Sworn before me this 7th day

of October A.D., 2020

Glyn L. Walters  
Barrister and Solicitor  
A Notary Public A Commissioner for Oaths  
in and for the Province of Alberta

**Sold to:**

**Manitok Energy Inc.**  
Suite 700, 444 7th Avenue SW  
Calgary, Alberta T2P 0X8

Date	Ticket	Description	Amount
		Location: 3-29-42-15 W5 AFE: DD1307 Code: 9310 - 343 Approver: Randy Lepard	
Oct 30, 2017	4-0222	Stripping soil, contouring lease / cut / fill pad - Mob 336 and D6K	4,592.00
Oct 31, 2017	4-0223	Stripping soil, contouring lease / cut / fill pad	2,135.50
Oct 31, 2017	4-0227	Supply and deliver seed and silt fence	1,599.60
		G - GST 5% GST	416.36
GST Registration #.: 104294350 RT0001 WCB #: 2230151			
<b>Total Amount</b>			<b>8,743.46</b>

**Prentice Creek Contracting Ltd.**

Box 1336  
 Rocky Mountain House T4T 1A9  
 Tel: (403) 845-6884

**INVOICE 6566**

Date: Nov 15, 2017  
 PCCL # 2017-347

**COPY****Sold to:**

**Manitok Energy Inc.**  
 Suite 700, 444 7th Avenue SW  
 Calgary, Alberta T2P 0X8

Date	Ticket	Description	Amount
		Location: 3-29-42-15 W5 AFE: DE 1305 Code: 9310 - 343 Approver: Randy Lepard	
Nov 4, 2017	4-0235	Stripping Soil, contouring lease / cut / fill pad	3,212.00
Nov 5, 2017	4-0236	Stripping Soil, contouring lease / cut / fill pad	4,110.00
Nov 6, 2017	4-0237	Stripping Soil, contouring lease / cut / fill pad	8,190.00
Nov 7, 2017	4-0239	Stripping Soil, contouring lease / cut / fill pad	4,110.00
Nov 8, 2017	4-0240	Stripping Soil, contouring lease / cut / fill pad	4,110.00
Nov 9, 2017	4-0242	Stripping Soil, contouring lease / cut / fill pad	4,110.00
Nov 10, 2017	4-0243	Stripping Soil, contouring lease / cut / fill pad	4,110.00
Nov 11, 2017	4-0244	Stripping Soil, contouring lease / cut / fill pad	4,110.00
Nov 12, 2017	4-0248	Stripping Soil, contouring lease / cut / fill pad	4,110.00
Nov 13, 2017	4-0249	Stripping Soil, contouring lease / cut / fill pad	4,110.00
Nov 14, 2017	4-0254	Stripping Soil, contouring lease / cut / fill pad	8,004.00
Nov 15, 2017	4-0259	Stripping Soil, contouring lease / cut / fill pad	6,888.00
		G - GST 5% GST	2,958.70
<b>GST Registration #:: 104294350 RT0001</b> <b>WCB #: 2230151</b>			<b>Total Amount</b> <b>62,132.70</b>

# Prentice Creek Contracting Ltd.

Box 1336  
Rocky Mountain House T4T 1A9  
Tel: (403) 845-6884



**INVOICE 6569**

Date: Nov 22, 2017  
PCCL # 2017-347


## Sold to:

**Manitok Energy Inc.**  
Suite 700, 444 7th Avenue SW  
Calgary, Alberta T2P 0X8

Date	Ticket	Description	Amount
		Location: 3-29-42-15 W5 AFE: DE 1305 Code: 9310 - 343 Approver: Randy Lepard	
Nov 16, 2017	4-0263	Stripping soil, contouring lease / cut / fill	3,186.00
Nov 17, 2017	4-0273	Stripping soil, contouring lease / cut / fill	2,519.50
Nov 17, 2017	4-0301	Supply and deliver 46 Gambian to location	1,825.20
Nov 20, 2017	4-0283	Stripping soil, contouring lease / cut / fill	4,110.00
Nov 21, 2017	4-0289	Stripping soil, contouring lease / cut / fill and Seeding	4,257.00
Nov 22, 2017	4-0291	D-Mob D6K and 2 x Rock Trucks and D-mob 336 Excavator back to yard	3,367.50
		G - GST 5% GST	963.27
GST Registration #:: 104294350 RT0001 WCB #: 2230151			<b>Total Amount</b> 20,228.47

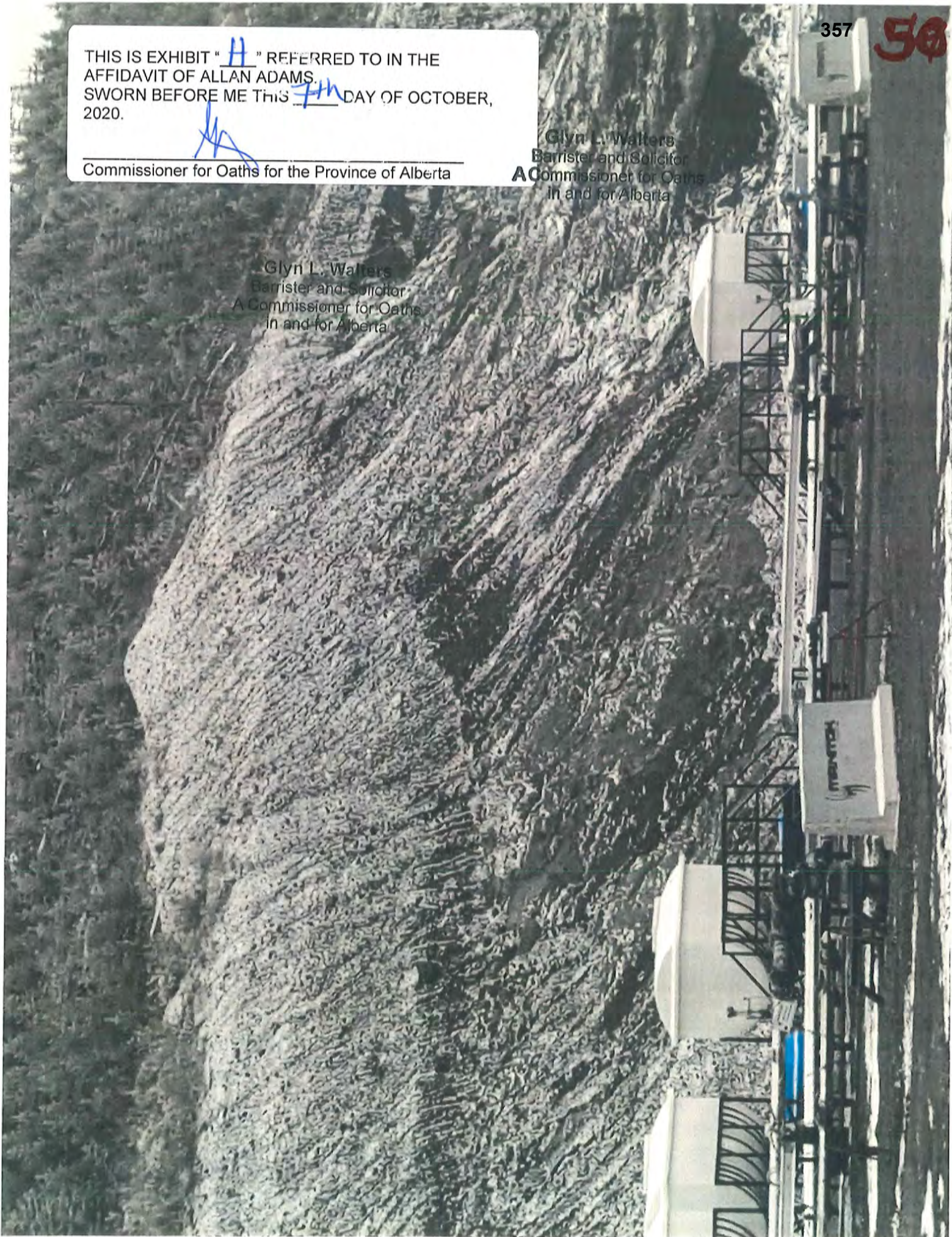


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AFFIDAVIT OF ALLAN ADAMS.  
SWORN BEFORE ME THIS 7th DAY OF OCTOBER,  
2020.

  
\_\_\_\_\_  
Commissioner for Oaths for the Province of Alberta

Glyn L. Walters  
Barrister and Solicitor  
A Commissioner for Oaths  
in and for Alberta

Glyn L. Walters  
Barrister and Solicitor  
A Commissioner for Oaths  
in and for Alberta



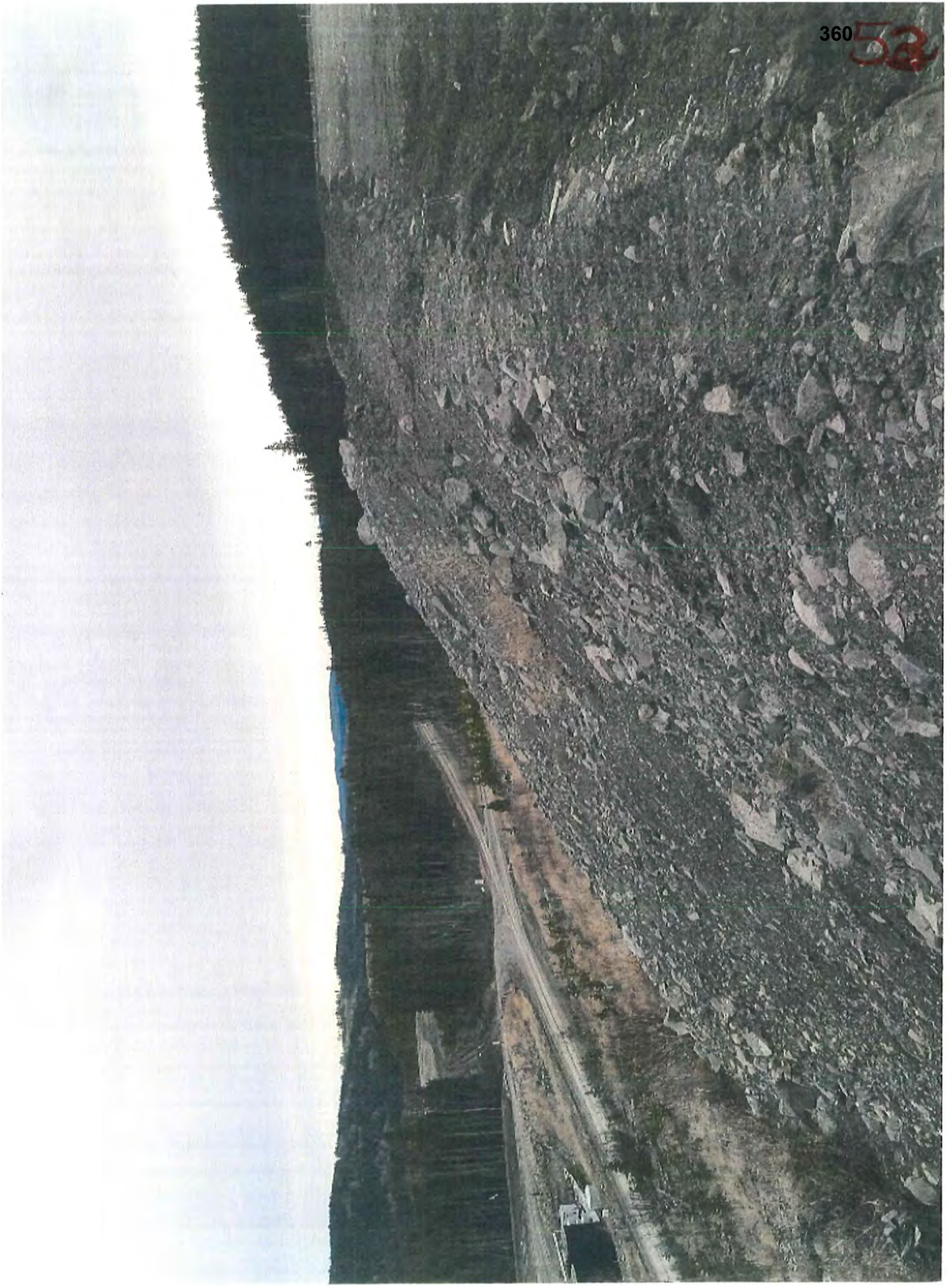




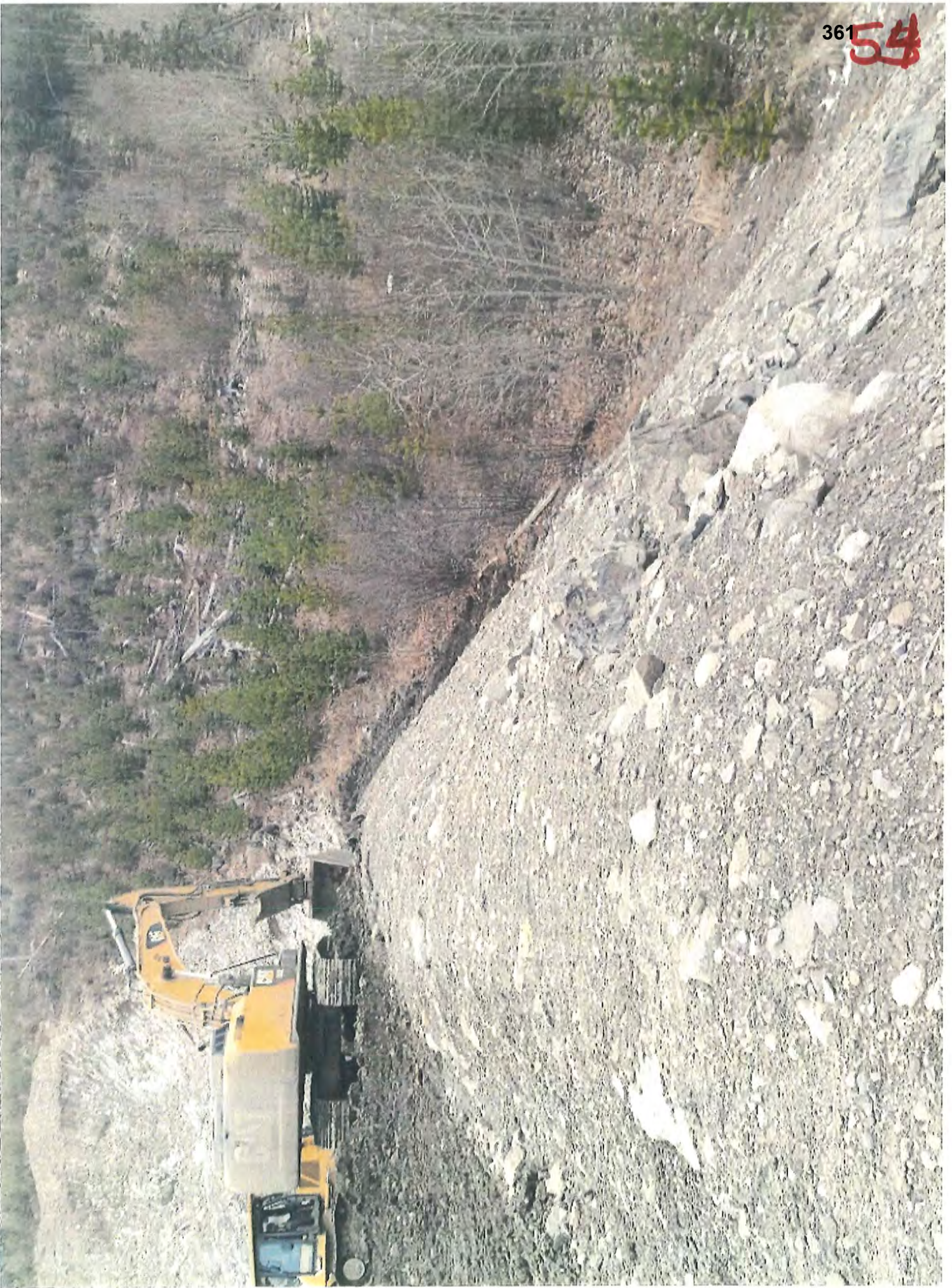






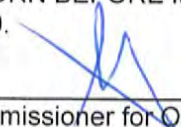








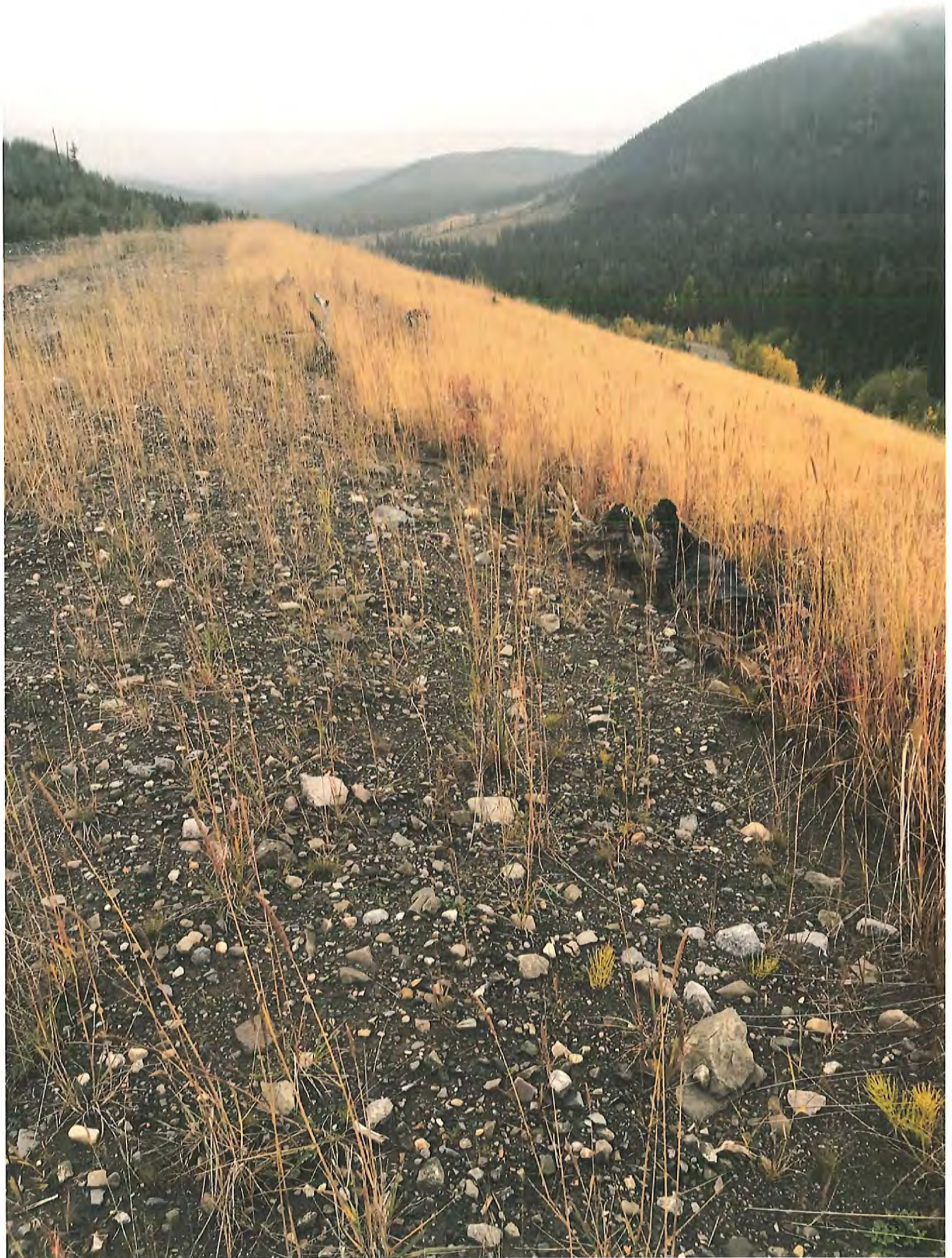
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AFFIDAVIT OF ALLAN ADAMS.  
SWORN BEFORE ME THIS 7th DAY OF OCTOBER,  
2020.

  
\_\_\_\_\_  
Commissioner for Oaths for the Province of Alberta

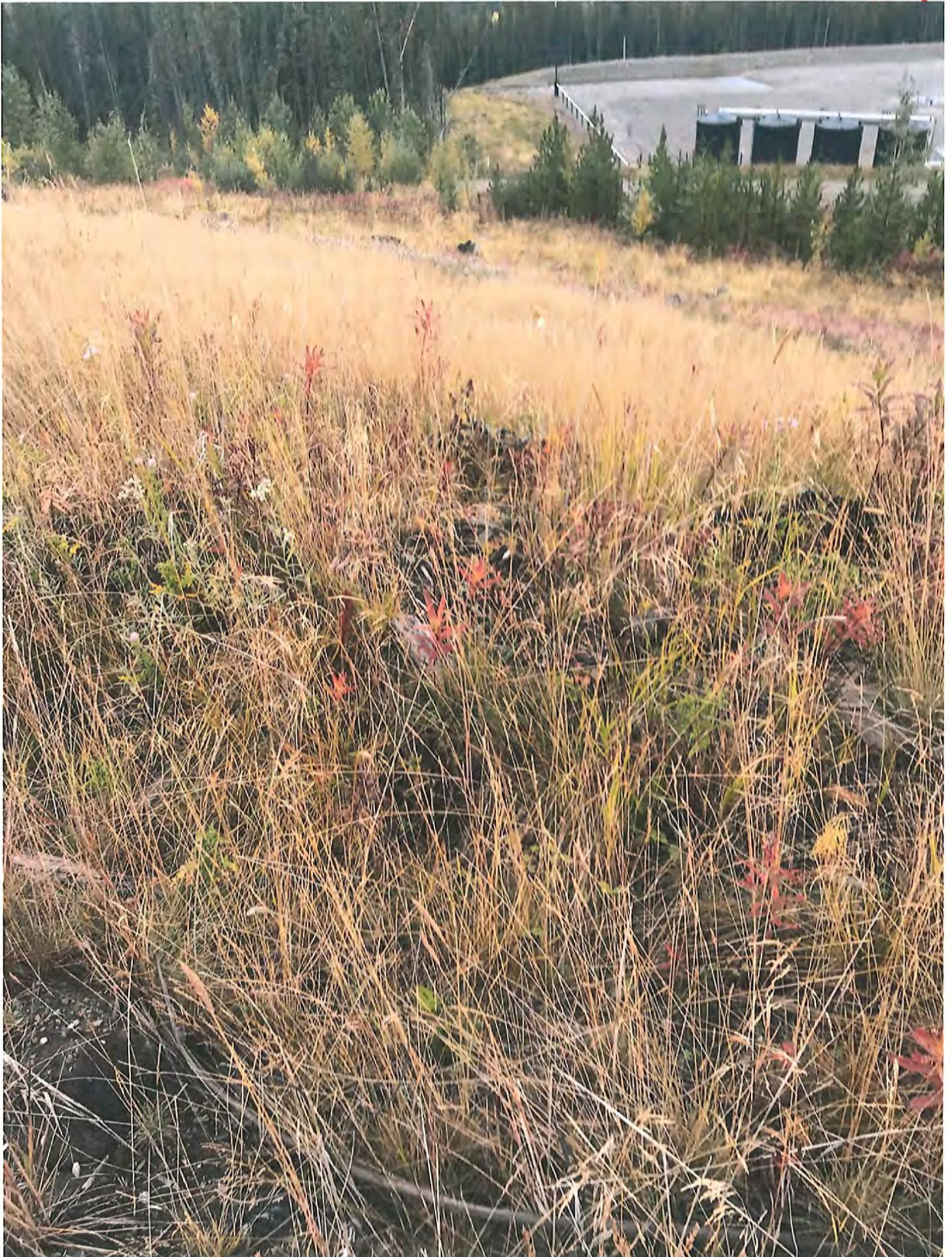
**Glyn L. Walters**  
Barrister and Solicitor  
A Commissioner for Oaths  
in and for Alberta



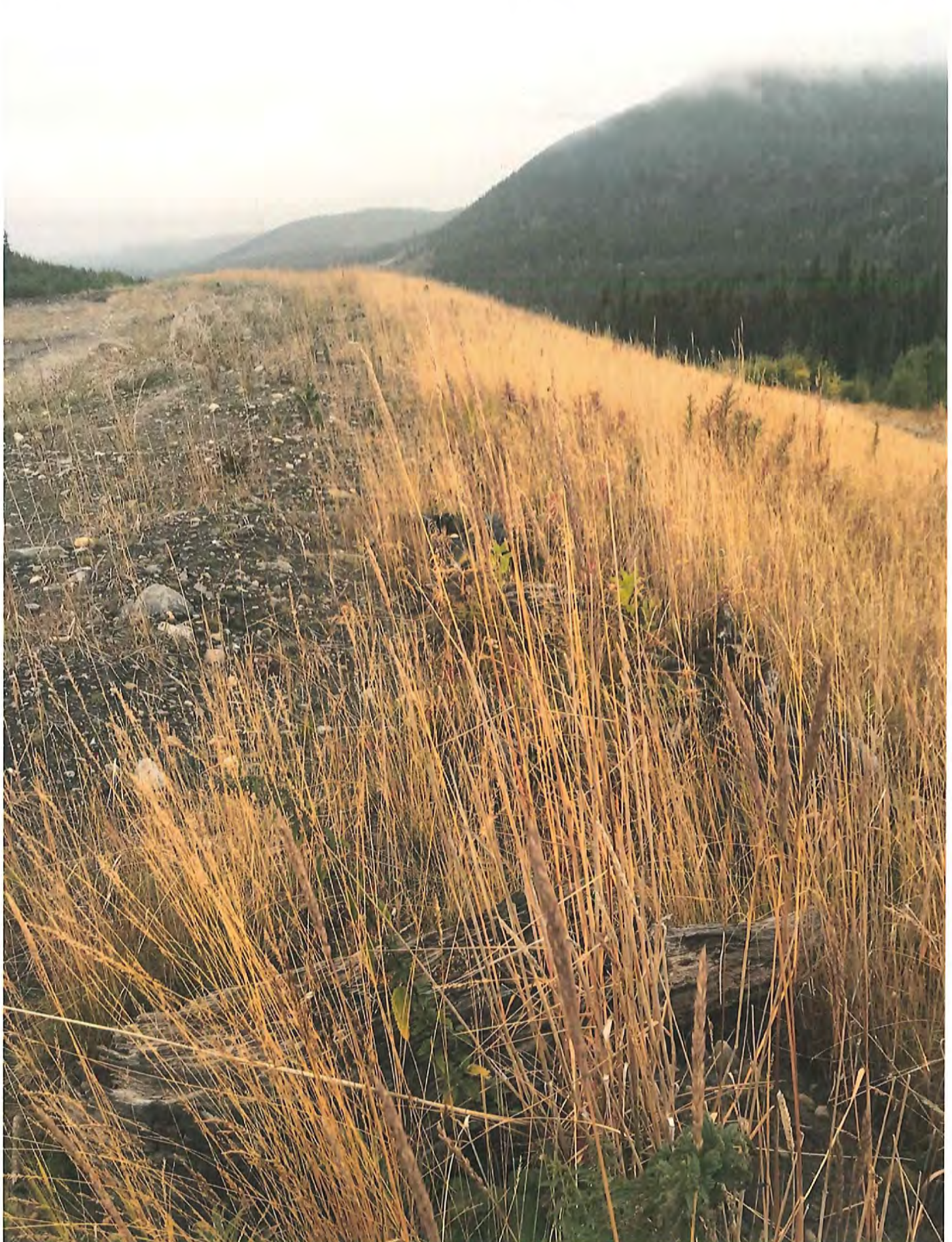


















69














This is Exhibit **R** referred to in the Affidavit of  
Sarah Trigueiro

Sworn before me on April 5<sup>th</sup>, 2021



---

Commissioner for Oaths in and for  
the Province of Alberta

**D. Aaron Stephenson**  
~~Barister & Solicitor~~

---

PRINT NAME AND EXPIRY OR  
LAWYER/STUDENT-AT-LAW

COURT FILE NUMBER 25-2332583  
25-2332610  
25-2335351

COURT COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY

PROCEEDINGS IN THE MATTER OF THE NOTICE OF INTENTION TO  
MAKE A PROPOSAL OF MANITOK ENERGY INC.  
IN THE MATTER OF THE NOTICE OF INTENTION TO  
MAKE A PROPOSAL OF RAIMOUNT ENERGY CORP.  
IN THE MATTER OF THE NOTICE OF INTENTION TO  
MAKE A PROPOSAL OF CORINTHIAN OIL CORP.

APPLICANT ALVAREZ & MARSAL CANADA INC. in its capacity as the  
Court-approved receiver and manager of MANITOK  
ENERGY INC.

DOCUMENT **BRIEF OF PRENTICE CREEK CONTRACTING LTD.**

ADDRESS FOR  
SERVICE AND  
CONTACT  
INFORMATION OF  
PARTY FILING THIS  
DOCUMENT

ALTALAW LLP  
Barristers and Solicitors  
5233 – 49<sup>th</sup> Avenue  
Red Deer, Alberta T4N 6G5

**Attention: Glyn L Walters**  
Counsel for Prentice Creek Contracting Ltd.

Phone: (403) 343-0812  
Fax: (403) 340-3545  
Email: glwalters@altalaw.ca

File No.: MAT2699 GLW



COM  
Oct 15 2020  
J. Romaine

## INTRODUCTION

1. Except as where otherwise defined herein, this Brief shall use the definitions and capitalized terms as provided for in the Brief of the Receiver.
2. This Brief is submitted by the Respondent, Prentice Creek Contracting Ltd. ("Prentice Creek"), in response to the Application by the Receiver of Manitok seeking an Order to release the Lien Holdback to form general estate funds rather than to Prentice Creek as a Lien Claimant.
3. The position of the Receiver that the decision in Redwater SCC is determinative of the issue of priority between the Lien Claim of Prentice Creek and the End of Life Obligations overlooks relevant factual and legal differences between those in Redwater SCC, and the situation herein.
4. Unlike the situation in Redwater SCC, Prentice Creek has a valid and enforceable Builders' Lien claim for work it completed for the reclamation and clean-up of specific oil and gas well sites of Manitok. The work of Prentice Creek was required by Manitok to meet the licensing requirements of the Alberta Energy Regulator ("AER") for these specific oil and gas well sites of Manitok. The Lien Holdback represents net sale proceeds from the Manitok- Persist SAVO as security for the in rem Lien Claim of Prentice Creek. It was not the intention of the decision in Redwater SCC to extend the enforcement of End of Life Obligations against specific assets improved by a Lienholder like Prentice Creek that are unrelated to the environmental condition or damaged properties of Manitok.
5. Secondly, the Manitok- Persist SAVO requires the determination of priorities related to the Lien Claim of Prentice Creek as of the closing of the sale, and as the AER had not issued any Abandonment or Reclamation Orders in relation to the Purchased Assets as of the date of closing the End of Life Obligations that attached to Purchased Assets, and the Lien Holdback funds had not crystalized and came to an end.
6. Finally, Courts in Bankruptcy and Insolvency matters are Courts of Equity, which includes the principles of unjust enrichment and associated remedies of constructive trust. The release of the Lien Holdback to satisfy the End of Life Obligations of Manitok will result in an Unjust Enrichment of the AER at the deprivation of Prentice Creek and is absent a juristic reason. Accordingly, if necessary, Prentice Creek is entitled to a Constructive Trust or any alternative equitable remedy for payment of the Lien Holdback to Prentice Creek.
7. The Lien Holdback should not be released to form the general estate funds of Manitok, but rather, they should be released to Prentice Creek in satisfaction of its valid Lien Claim against the Lien Holdback.

## FACTS

### Background

8. Prentice Creek is a Contractor that provides earth moving and road maintenance equipment, and



services for the construction and reclamation of oil and gas well sites.<sup>1</sup>

9. In August of 2017, Manitok requested Prentice Creek to provide earth moving equipment and services (the "Work") for the reclamation and clean-up (the "Reclamation") of oil and gas well sites (the "Well Sites") of Manitok located on each of the following lands:

MERIDIAN 5 RANGE 16 TOWNSHIP 42  
SECTION 36  
QUARTER SOUTH EAST  
(SE-36-42-16-W5)

MERIDIAN 5 RANGE 15 TOWNSHIP 42  
SECTION 30  
QUARTER SOUTH WEST  
(SW-30-42-15-W5)

MERIDIAN 5 RANGE 15 TOWNSHIP 42  
SECTION 29  
QUARTER SOUTH WEST  
(SW-29-42-15-W5)

(hereinafter collectively referred to as the "Surface Lands").<sup>2</sup>

10. Prior to the Work starting, Prentice Creek was informed that the Reclamation of the Well Sites on the Surface Lands was required by the AER in order for Manitok to maintain its' license, and to continue to operate the Well Sites. The Work for the Reclamation of the Well Sites was needed to address:

- the slopes and the grades of the Well Sites were too steep;
- water and silt draining and running off the Well Sites onto the neighboring Crown lands; and
- the slope stability of the Well Sites and erosion of the Well Sites.<sup>3</sup>

11. Prentice Creek provided the Work for the Reclamation of the Well Sites located on the Surface Lands. The Work included the stripping, cutting, filling, re-sloping, contouring, and placing of top soil and erosion controls for each of the oil and gas Well Sites.<sup>4</sup>

12. The dates that Prentice Creek provided the Work for the Reclamation of each of the Well Sites were as follows:

**(A) Work Provided to the Oil and Gas Well Site Location of SE-36-42-16-W5**

Prentice Creek commenced its Work on August 17, 2017 and completed the Work on October 29, 2017, and invoiced Manitok the sum of \$116,235.12 for the Work.<sup>5</sup>

<sup>1</sup> Affidavit of Prentice Creek – Paragraph 3

<sup>2</sup> Affidavit of Prentice Creek – Paragraph 4

<sup>3</sup> Affidavit of Prentice Creek – Paragraph 6

<sup>4</sup> Affidavit of Prentice Creek – Paragraph 7

<sup>5</sup> Affidavit of Prentice Creek – Paragraph 8(A)

**(B) Work Provided to the Oil and Gas Well Site Location of SW-30-42-15-W5**

Prentice Creek commenced its Work on August 27, 2017 and completed the Work on October 31, 2017, and invoiced Manitok the sum of \$184,766.52 for the Work.<sup>6</sup>

**(C) Work Provided to the Oil and Gas Well Site Location of SW-29-42-15-W5**

Prentice Creek commenced its Work on October 30, 2017 and completed the Work on November 22, 2017, and invoiced Manitok the sum of \$91,104.63 for the Work.<sup>7</sup>

13. The total sum and value of the Work provided by Prentice Creek for the Reclamation of the Well Sites on the Surface Lands is \$392,106.27 (without interest and costs).<sup>8</sup>

14. Prentice Creek registered liens against the Surface Lands location of the Well Sites and against the leasehold and working interests of Manitok related to the Well Sites.

15. The interests of Manitok in the Well Sites and the leasehold and working interest of Manitok related to the Well Sites were sold as the Purchased Assets under the Manitok-Persist SAVO, and the Prentice Lien Holdback was established.<sup>9</sup>

16. Pursuant to the Manitok-Persist SAVO, the purchaser Persist, has assumed all of the end of life obligations of the Purchased Assets.<sup>10</sup>

**ISSUE**

17. Whether end-of-life obligations associated with the abandonment and reclamation of unsold oil and gas properties must be satisfied by the Receiver from Manitok's estate in preference to satisfying what may otherwise be first-ranking builders' lien claims based on services provided by the lien claimants before the receivership date.

18. In Prentice Creek's respectful submission, the End-of Life Obligations are not to be and should not be satisfied in preference to the first-ranking lien claim of Prentice Creek.

**ARGUMENT****Priority of End of Life Obligations under Redwater SCC**

19. While Redwater SCC may be the leading case as submitted by the Receiver in relation to the End of Life Obligations and the impact on provable claims in bankruptcy, it does not provide a complete answer to the priority issue in this case. There are relevant factual and legal differences between the Redwater SCC case and this case that need to be considered. These include the rights and status of Prentice Creek as a lienholder under the *Builders' Lien Act*, R.S.A. 2000, Chapter B-7 (the "BLA"), the temporal

<sup>6</sup> Affidavit of Prentice Creek – Paragraph 8(B)

<sup>7</sup> Affidavit of Prentice Creek – Paragraph 8(C)

<sup>8</sup> Affidavit of Prentice Creek – Paragraph 9

<sup>9</sup> Manitok-Persist SAVO granted and filed January 18, 2019

<sup>10</sup> Fifteenth Report of the Receiver at paragraph 11

requirements provided in the Manitok-Persist SAVO in determining the priority rights of the Prentice Creek Lien Claim and the equitable considerations of unjust enrichment.

### **Rights of Prentice Creek under the BLA**

20. The *BLA* creates a lien against an owner's interest in land in favor of a person for their unpaid work that improves the land. This lien right can also attach to the estate and interests in a mineral where the work done is preparatory to, in connection with, or for an abandonment operation in connected with the recovery of a mineral.<sup>11</sup>

21. The lien arises upon commencement of the work, and has priority to all judgments, attachments, assignments, garnishments, and receiving orders received, issued or made after the lien arises.<sup>12</sup> The lien is an in rem remedy for a contractor to assure payment for work for improving Land.<sup>13</sup>

22. The overall intent of the *BLA* is to ensure that "the land that receives the benefit shall bear the burden."<sup>14</sup>

23. Upon bankruptcy, the *BLA* can effect entitlements to payments for the bankrupt estate, and the *BLA* and its impact on civil and property rights in the Province do not necessarily offend the bankruptcy distribution regime.<sup>15</sup>

24. Prentice Creek has a valid and enforceable Builders' Lien claim for \$392,106.27 for the Work it completed for the Reclamation of the specific Well Sites of Manitok. The Work of Prentice Creek was required by Manitok to meet the licensing requirements of the AER for these specific Well Sites of Manitok to allow it to continue to operate. The Work of Prentice Creek for the Reclamation of the Well Sites was "... preparatory to, in connection with, or for an abandonment operation in connected with the recovery of a mineral" for Manitok under Section 6(2) of the *BLA*.

25. The Lien Claim and in rem rights of Prentice Creek are specific to the Well Sites and are not tied to any other assets of Manitok. This is a significant distinction from the general security of the principal creditor in Redwater SCC, which fact was specifically acknowledged by the Court in Redwater SCC (Paragraph 159):

"...Furthermore, it is important to note that Redwater's only substantial assets were affected by an environmental condition or damage. Accordingly, the Abandonment Orders and LMR requirements did not seek to force Redwater to fulfill end-of-life obligations with assets unrelated to the environmental condition or damage..."<sup>16</sup>

<sup>11</sup> *Builders' Lien Act*, R.S.A. 2000, Chapter B-7, ss. 6(1) and 6(2) [TAB 1]

<sup>12</sup> *Builders' Lien Act*, R.S.A. 2000, Chapter B-7, s. 10 and 11 [TAB 1]

<sup>13</sup> *Iona Contractors Ltd. (Receiver of) v. Guarantee Co. of North America* 2015 ABCA 240, at paras 20-21 [TAB 2]

<sup>14</sup> *Canbar West Projects Ltd. v. Sure Shot Sandblasting & Painting Ltd.*, 2011 ABCA 107, at para. 14 [TAB 3]

<sup>15</sup> *Iona Contractors Ltd. (Receiver of) v. Guarantee Co. of North America* 2015 ABCA 240, para 23 [TAB 2]

<sup>16</sup> *Orphan Well Association v. Grant Thornton Ltd.*, [2019] S.C.J. No. 5 [TAB 4]

26. The Lien Holdback represents net sale proceeds from the Manitok- Persist SAVO as security for the in rem Lien Claim of Prentice Creek. No abandonment orders have been issued in relation to the Well Sites, and as they are part of the Purchased Assets under the Manitok- Persist SAVO, Persist has assumed any further end of life obligations related to the Purchased Assets including the Well Sites. The Well Sites are unrelated to the environmental damage or condition of other assets of Manitok.

27. Accordingly, the release of the Lien holdback to the general estate funds for the purpose of satisfying end of life obligations related to other unrelated assets is not consistent with the decision in Redwater SCC. It is also contrary to the Lien Claim and in rem rights of Prentice Creek under the *BLA*, and the intent of the *BLA* that the lands that receive the benefits of the work shall also receive the burden.

### **The Temporal Requirements of the Manitok Persist SAVO**

28. Further, in Redwater SCC, the AER had issued Abandonment and Reclamation Orders under the *Environmental Protection and Enhancement Act*, and the *Oil and Gas Conservation Act* in relation to the End of Life Obligations of the bankrupt prior to the proposed Sale or disposition by the Receiver.

29. In this case, paragraph 11(a) of the Manitok-Persist SAVO provides as follows:

11. For the purposes of determining the nature and priority of Claims, and pending any further or other distribution Order of this Court.

(a) The net proceeds from the sale of the Purchased Assets (to be held in an interest bearing trust account by the Receiver) shall stand in the place and stead of the Purchased Assets, and from and after the delivery of the Receiver's Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale...

30. The Sale under the Manitok-Persist SAVO was completed on April 15, 2019, and as of that date, the AER had not yet issued to Manitok any Abandonment and/or Reclamation Orders in relation to the End of Life Obligations of Manitok. The Manitok-Persist SAVO stipulates that the time in which the priority of Claims, including the Builders' Lien Claims in relation to the Purchased Assets, are to be determined as immediately prior to the sale. Prentice Creek respectfully submits that any priority claims between the End of Life Obligations of Manitok, and the Builders' Lien Claims are to be determined as of April 15, 2019.

31. This was the interpretation and approach taken by Justice D.B. Nixon in *Alberta Treasury Branches*



v. *Exall Energy Corporation* 2017 ABQB 602<sup>17</sup> in dealing with the discharge of Builders liens in Receivership proceedings that were before him.

32. Prentice Creek respectfully submits that given the AER had not issued the Abandonment and/or Reclamation Orders to Manitoak as of April 15, 2019, in relation to the Purchased Assets or otherwise, any End of Life Obligations that attached to Purchased Assets and the Lien Holdback funds, and any obligation of the Receiver to use the Lien Holdback Funds to address any End of Life Obligations had not crystallized and come to an end, resulting in the loss of priority to the Lien Hold Back funds and Lien Claims of Prentice Creek.

### **Equitable Considerations of Unjust Enrichment**

33. Section 183 of the *Bankruptcy and Insolvency Act* <sup>18</sup> confers the jurisdiction of the Courts in Alberta and other Provinces in Canada to deal with Bankruptcy and Insolvency Proceedings and the administration of a Bankrupts Estate. This includes the jurisdiction in equity and the ability to provide equitable relief. In Alberta, this jurisdiction is also found in Sections 8 and 15 of the *Judicature Act* R.S.A. 2000, Chapter J-12<sup>19</sup>, which includes the jurisdiction to grant all remedies that any of the parties may appear to be entitled to in respect of any legal or equitable claim properly brought by them.

34. On the basis of equitable principles and unjust enrichment, the End-of-Life Obligations associated with the abandonment and reclamation of unsold oil and gas properties should not be satisfied by the Receiver from Manitoak's estate in preference to satisfying what may otherwise be first-ranking builders' lien of Prentice Creek.

35. The fundamental principles for a claim of unjust enrichment were laid out by the Supreme Court of Canada in *Peter v. Beblow*, [1993] 1 SCR 980 S.C.C.<sup>20</sup> - an action for unjust enrichment arises when the three following elements are satisfied;

- there must be an enrichment;
- a corresponding deprivation ; and
- the absence of a juristic reason for the enrichment.

Upon proof of these elements, the action is established and the right to claim relief arises. The type of relief will depend on the circumstances, and can include payment for services rendered on the basis of quantum meruit. Alternatively, a constructive trust may be an appropriate remedy for unjust enrichment where monetary damages are inadequate, and there is a link between the contributions that founds the claim to the property over which the constructive trust is claimed.

<sup>17</sup> *Alberta Treasury Branches v. Exall Energy Corporation* 2017 ABQB 602, at paras 144 – 150 [TAB 5]

<sup>18</sup> Section 183 of the *Bankruptcy and Insolvency Act* - *Re Heron & Co.* 1933, 15 C.B.R. 39 at 51 [TAB 6]

<sup>19</sup> *Judicature Act*, R.S.A. 2000, Chapter J-12, Sections 8 and 16 [TAB 7]

<sup>20</sup> *Peter v. Beblow*, [1993] 1 SCR 980 S.C.C., at para 3 [TAB 8]

The gist of an action for unjust enrichment is to compel the return of an unjustified enrichment or “to prevent a man from retaining the money or some benefit derived from another which it is against conscience that he should keep”.<sup>21</sup>

36. Here, Prentice Creek’s Lien Claim relates to \$392,106.27 owed to it for unpaid Work for the Reclamation of the Well Sites of Manitok. Under the *Environmental Protection and Enhancement Act* R.S.A. 2000, Chapter E-12<sup>22</sup> (the “EPEA”) “reclamation” means any or all of the following:

- (i) the removal of equipment or buildings or other structures or appurtenances;
- (ii) the decontamination of buildings or other structures or other appurtenances, or land or water;
- (iii) the stabilization, contouring, maintenance, conditioning or reconstruction of the surface of land; and
- (iv) any other procedure, operation or requirement specified in the regulations.

37. Further, pursuant to the *Oil and Gas Conservation Act*, Chapter O-6<sup>23</sup> (the “OGA”) “reclamation” is defined and adopts the same meaning as provided in the EPEA.

38. Prentice Creek’s Work related to the Well Sites of Manitok was reclamation as defined under the EPEA and the OGA and was work towards the End of Life Obligations of Manitok. The Redwater SCC was given on the basis of the “polluter pays” principle requiring a bankrupt oil and gas company to abide by its Reclamation and End of Life Obligations even in bankruptcy.<sup>24</sup> The principle assigns the polluters the responsibility for remedying environmental damage for which they are responsible for. Prentice Creek provided Manitok the Reclamation work necessary to carry out the “polluter pays” principle and is simply seeking to receive payment of the \$392,106.27 from the polluter, Manitok.

39. In Redwater SCC, it was held that the AER was not a creditor as it was enforcing the “end of life obligations” as a “public duty”. To allow the release of the Lien Holdback to the general estate funds to be used to satisfy the End of Life Obligations will provide a monetary benefit (an enrichment) to the AER, in enforcing its’ public duty, and will deprive Prentice Creek of the compensation of \$392,106.27 and its’ in rem remedy (the deprivation) for enforcement of its’ Work for the Reclamation against the Well Sites of Manitok,

40. The release and use of the Lien Holdback to satisfy End of Life Obligations of Manitok were not within the reasonable expectation of Prentice Creek. Its’ expectation was to get paid for the Work and to enforce payment through its’ legitimate and valid Lien Claim against the Lien Holdback. As the Receiver intends on using release of the Lien Holdback funds to address the End of Life Obligations of Manitok and the AER is not a creditor per se within the Receivership and Bankruptcy proceedings, the other creditors of

<sup>21</sup> 624250 *Alberts Ltd. v. Acklands-Grainger Inc.*, 2002 ABQB 533, at paras 19-24 [TAB 9]

<sup>22</sup> *Environmental Protection and Enhancement Act* R.S.A. 2000, Chapter E-12 [TAB 10]

<sup>23</sup> *Oil and Gas Conservation Act*, Chapter O-6 [TAB 11]

<sup>24</sup> *Orphan Well Association v. Grant Thornton Ltd.*, [2019] S.C.J. No. 5, at para. 29 [TAB 4]

Manitok will not be substantively effected. Prentice Creek respectfully submits that there is no juristic reason for the enrichment, and it is against conscience that the AER should receive the benefit.

41. Prentice Creek respectfully submits that the onus for unjust enrichment or unconscionable result has been met, and that if necessary, a Constructive Trust be imposed or an Equitable payment be made Prentice Creek from the Lien Holdback.<sup>25</sup>

ALL OF WHICH IS RESPECTFULLY SUBMITTED THIS 8<sup>th</sup> DAY OF OCTOBER, 2020.

**ALTALAW LLP**

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

Glyn L. Walters

Counsel for Prentice Creek Contracting Ltd.

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<sup>25</sup> Hoard, Re, 2014 ABQB 426, at paras. 23 – 26 [TAB 12]

**TABLE OF AUTHORITIES**

*Builders' Lien Act*, R.S.A. 2000, Chapter B-7, ss. 6(1) and 6(2) **[TAB 1]**

*Iona Contractors Ltd. (Receiver of) v. Guarantee Co. of North America* 2015 ABCA 240, at paras 20-21 **[TAB 2]**

*Canbar West Projects Ltd. v. Sure Shot Sandblasting & Painting Ltd.*, 2011 ABCA 107, at para. 14 **[TAB 3]**

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*Peter v. Beblow*, [1993] 1 SCR 980 S.C.C., at para 3 **[TAB 8]**

*624250 Alberta Ltd. v. Acklands-Grainger Inc.*, 2002 ABQB 533, at paras 19-24 **[TAB 9]**

*Environmental Protection and Enhancement Act* R.S.A. 2000, Chapter E-12 **[TAB 10]**

*Oil and Gas Conservation Act*, Chapter O-6 **[TAB 11]**

*Hoard, Re*, 2014 ABQB 426, at paras. 23 – 26 **[TAB 12]**