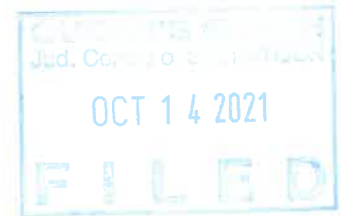


COURT FILE NUMBER Q.B. No. 733 of 2021

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

JUDICIAL CENTRE SASKATOON

APPLICANT ABBEY RESOURCES CORP.



IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, RSC
1985, c C-36, AS AMENDED (THE "CCAA")

AND

IN THE MATTER OF A PROPOSED PLAN OF ARRANGEMENT FOR THE
CREDITORS OF ABBEY RESOURCES CORP. (THE "APPLICANT")

ORDER

(Declaration and Vesting Order)

Before the Honourable Mr. Justice G.A. Meschishnick in Chambers the 7th day of October, 2021.

Upon application by counsel on behalf of the Applicant, and upon hearing Jerritt Pawlyk and Kevin Hoy, counsel for the Applicant, and upon hearing Ian A. Sutherland, counsel for the Monitor, and upon hearing from counsel present on behalf of any other interested parties, and upon reading the pleadings and materials filed in the within proceeding:

The Court Orders:

1. Pursuant to section 11 of the *Companies' Creditors Arrangement Act*, RSC 1985, c C-36, the transaction concluded between the Applicant and Optimum Petroleum Services Inc. ("**Optimum PSI**"), effected pursuant to a Purchase and Sale Agreement, dated November 1, 2020, (the "**Sale Agreement**") described at paragraph 10 of the Third Affidavit of James Gettis, dated July 28, 2021, filed in these proceedings and attached hereto in Schedule "**A**", is declared void *ab initio*.
2. All right, title and interest in and to any assets or property transferred, or purported to be transferred (collectively the "**Assets**"), pursuant to the Sale Agreement by the Applicant to Optimum PSI shall vest, effective as of the date of the granting of this Order, in the name of the Applicant free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, interests, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, judgments, enforcement charges, levies, charges, or other financial or monetary claims (collectively, "**Encumbrances**") and all rights of others, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**") including, without limiting the generality of the foregoing all charges, security interests or claims evidenced by registrations pursuant to *The Personal Property Security Act, 1993*, SS 1993, c P-6.2, the *Personal Property Security Act*, RSA 2000, c P-7, or any other personal property registry system, provided that such Encumbrances or rights of others attached to or were otherwise impressed upon the Assets by way of any action taken by Optimum PSI or as a result of Optimum PSI's acquisition, or purported acquisition, of the Assets.
3. Notwithstanding anything in paragraph 2 hereof, the Assets shall, effective as at the time such assets vest in the name of the Applicant, be impressed with or encumbered by any and all security interests (whether contractual, statutory, or otherwise), hypothecs, interests, mortgages, trusts or

deemed trusts (whether contractual, statutory, or otherwise), liens, judgments, enforcement charges, levies, charges, or other financial or monetary claims and all rights of others that would have attached, or remained attached, to the Assets had the Sale Agreement not been concluded.

ISSUED at the City of Saskatoon, in the Province of Saskatchewan, this 14th day of October, 2021.


DEPUTY LOCAL REGISTRAR

This Order was delivered by:

DLA Piper (Canada) LLP, counsel for Abbey Resources Corp.
2700,10220-103 avenue, Edmonton, AB, T5J 0K4

ATTENTION: Jerritt Pawlyk and Kevin Hoy
TELEPHONE NO: 780 429-6835
FAX NO.:780 670-4329
EMAIL ADDRESS:Jerritt.Pawlyk@dlapiper.com and Kevin.Hoy@dlapiper.com

TO: Local Registrar, Judicial Centre of Saskatoon

AND TO: The parties listed on the service list

Schedule "A"

[November 1, 2020, Purchase and Sale Agreement]

Purchase and Sale Agreement

THIS AGREEMENT (the "Agreement") dated this 1st day of November, 2020

BETWEEN:

Abbey Resources Corp., a body corporate, registered to carry on business in the Province of Alberta and having an office in Calgary, Alberta (the "Seller")

OF THE FIRST PART

- AND -

Optimum Petroleum Services Inc., a body corporate, registered to carry on business in the Province of Alberta and having an office in Calgary, Alberta (the "Buyer")

OF THE SECOND PART

IN CONSIDERATION OF THE COVENANTS and agreements contained in this Purchase and Sale Agreement the parties hereto agree as follows:

Sale of Assets

1. The Seller will sell, transfer and deliver to the Buyer the tangible equipment, as set out and described in the following Schedules, all of which are attached hereto and made part of this Agreement (collectively, the "Assets") on or after November 1, 2020:

Schedule 1: Surplus Equipment (\$1,858,500)

Schedule 2: Operating Equipment (\$1,988,850)

Schedule 3: Mobile Equipment (\$474,000)

Schedule 4: Building, Lease Agreement and Option to Purchase (\$884,713)

Schedule 5: Promissory Note (\$5,206,063)

Effective Date

2. The Effective Date of the transaction contemplated herein shall be November 1, 2020.

Purchase Price

3. The Buyer will accept the Assets and pay for the Assets consideration of FIVE MILLION TWO HUNDRED AND SIX THOUSAND AND SIXTY-THREE DOLLARS (\$5,206,063 CDN) (the "Purchase Price"), and paid by Promissory Note as required in clause 5 of this Agreement. The Seller and the Buyer both

acknowledge the sufficiency of this consideration. The Purchase Price is exclusive of any Goods and Services Tax ("GST"), payable by the Buyer. Seller and Buyer will execute Form RC7244 GST Election.

4. Should any additional present or future use, excise, or similar tax applicable to the sale of the Assets be payable, such amount will be paid by the Buyer.

Payment

5. The Buyer will make payment for the Assets with a Promissory Note, in the form attached hereto as Schedule 5, which will be executed at the same time and place as execution of this Agreement.

Delivery of Assets

6. The Assets in Schedule's 1,2,3 and 4 will remain where is as is, for the Sellers Enjoyment subject to the terms of the Right of Use Asset Agreement dated November 1, 2010.

Risk of Loss

7. The risk of loss from any casualty to the Assets, regardless of the cause, will be the Seller's responsibility. The Seller will be required to provide and pay for insurance during the time Buyer provides the Assets for the benefit and use by the Seller.

Warranties

8. THE ASSETS ARE SOLD 'AS IS' AND THE SELLER EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. The Seller does not assume, or authorize any other person to assume on the behalf of the Seller, any liability in connection with the sale of the Assets. The Seller's above disclaimer of warranties does not, in any way, affect the terms of any applicable warranties from the manufacturer of the Assets.

9. The Buyer has been given the opportunity to inspect the Assets or to have it inspected and the Buyer has accepted the Assets in its existing condition. Further, the Seller disclaims any warranty as to the condition of the Assets.

Title

10. Title to the Assets will transfer to the Buyer on November 1, 2020.. The Seller will deliver document of title or registrable bill of sale of the Assets, bearing any necessary endorsement, to the Buyer. The Seller will pay for all costs to register the Buyer's Title to the Assets.

Claims

11. The Buyer will waive notice of defects which will constitute an unqualified acceptance of the Assets and a waiver by the Buyer of all claims with respect to the Assets.

Default

12. The Buyer reserves the right to damages in the amount of the entire Purchase Price or the remaining amount to be paid under the terms of the Promissory Note at the time of the default which are but are not limited to:

- a. in the event of the Buyer's insolvency or bankruptcy; or
- b. if the Seller intentionally burdens the Assets with liens for non-payment of Municipal , Government or third party fees incurred during the course of the Sellers enjoyment of the Assets provided by the Buyer.

Notices

13. Any notice to be given or document to be delivered to either the Seller or Buyer pursuant to this Agreement will be sufficient if delivered personally or sent by prepaid registered mail to the address specified below. Any written notice or delivery of documents will have been given, made and received on the day of delivery if delivered personally, or on the third (3rd) consecutive business day next following the date of mailing if sent by prepaid registered mail:

SELLER:

Abbey Resources Corp.
Suite 700, 505 - 3rd Street SW
Calgary AB T2P 3E6

BUYER:

Optimum Petroleum Services Inc.
Suite 700, 505 - 3rd Street SW
Calgary AB T2P 3E6

Mediation and Arbitration

14. If any dispute relating to this Agreement between the Seller and the Buyer is not resolved through informal discussion within 14 days from the date a dispute arises, the parties agree to submit the issue first before a non-binding mediator and to an arbitrator in the event that mediation fails. The decision of the arbitrator will be binding on the parties. Any mediator or arbitrator must be a neutral party acceptable to both the Seller and the Buyer. The cost of any mediations or arbitration will be shared equally by the parties.

General Provisions

15. Headings are inserted for convenience only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.
16. All representations and warranties of the Seller contained in this Agreement will survive the closing of this Agreement.
17. The Buyer may not assign its right or delegate its performance under this Agreement without the prior written consent of the Seller, and any attempted assignment or delegation without such consent will be void. An assignment would change the duty imposed by this Agreement, would increase the burden or risk involved and would impair the chance of obtaining performance or payment.
18. This Agreement cannot be modified in any way except in writing signed by all the parties to this Agreement.
19. This Agreement will be governed by and construed in accordance with the laws of the Province of Alberta and the Seller and the Buyer hereby attorn to the jurisdiction of the Courts of the Province of Alberta.
20. If any clause of this Agreement is held unconscionable by any court of competent jurisdiction, arbitration panel or other official finder of fact, the clause will be deleted from this Agreement and the balance of this Agreement will remain in full force and effect.
21. This Agreement will inure to the benefit of and be binding upon the Seller and the Buyer and their respective successors and assigns.
22. This Agreement may be executed in counterparts. Facsimile signatures are binding and are considered to be original signatures.
23. Time is of the essence in this Agreement.
24. This Agreement constitutes the entire agreement between the parties and there are no further items or provisions, either oral or otherwise. The Buyer acknowledges that it has not relied upon any representations of the Seller as to prospective performance of the Assets, but has relied upon its own inspection and investigation of the subject matter.

IN WITNESS WHEREOF the parties have executed this Purchase and Sale Agreement on this 1st day of November, 2020.

Abbey Resources Corp. (Seller)



Jim Gettis, President

Optimum Petroleum Services Inc. (Buyer)



Jim Gettis, President

SCHEDULE 1 attached to a Purchase and Sale Agreement dated November 1, 2020, between Abbey Resources Corp. and Optimum Petroleum Services Inc.

Fuelled Appraisals



Abbey Resources - Surplus Equipment

June 3, 2020

Type of Equipment	Description	Location	Fuelled Listing ID	Value
Compressor	Cummins GTA855P3 Gardner Denver SSUG990	Booster Station 14-29-21-19W3	10779	\$21,000
Filter Skid	Filter Package (2) x 24" x 8' and Filter	Booster Station 14-29-21-19W3	10780	\$12,000
Filter Skid	34" x 10' Filter Vessel 275 psi	Booster Surplus Equipment 5-18-22-18W3	10778	\$16,500
Separator	16" 1440 PSI Sweet Separator	Booster Surplus Equipment 5-18-22-18W3	10777	\$2,400
Compressor	CAT G3516LE Frick TDSH355XL Sweet	Cramersburg Plant 13-18-22-20W3	10754	\$85,500
Compressor	CAT G3516LE Gemini E602 2-Stg Sweet	Cramersburg Plant 13-18-22-20W3	10757	\$87,000
Compressor	CAT G3516LE Gemini E602 2-Stg Sweet	Cramersburg Plant 13-18-22-20W3	10756	\$87,000
Separator	48" x 10' Horizontal Separator 720 PSI	Cramersburg Plant 13-18-22-20W3	10755	\$18,000
Compressor	CAT G3512LE Gemini D602 2-Stg Sweet	Lacadena Gas Plant 4-10-22-18W3	10783	\$72,000
Compressor	CAT G3512LE Gemini D602 2-Stg Sweet	Lacadena Gas Plant 4-10-22-18W3	10782	\$72,000
Dehy	24" x 28' Dehy 250,000 BTU 1440 PSI	Lacadena Gas Plant 4-10-22-18W3	10781	\$15,000
Tank	750 BBL Producer Water Tank w/ Mixer	Lacadena Gas Plant 4-10-22-18W3	10862	\$4,500
Tank	750 BBL Insulated Cone Bottom Slop Tank	Lacadena South 1-19-22-17W4	11969	\$4,500
Compressor	Waukesha 5790GL Ariel JGE-4 3 Stage	Lacadena South Gas Plant 1-19-22-17W3	10785	\$97,500
Dehy	30" x 28' Dehy 375,000 BTU 1660 PSI	Lacadena South Gas Plant 1-19-22-17W3	10784	\$21,000
Compressor	CAT G3512LE Frick SGCH3515 Sweet	Lancer Gas Plant 12-26-21-20W3	10758	\$60,000
Compressor	CAT G3512LE Gemini D602 2-Stg Sweet	Lancer Gas Plant 12-26-21-20W3	10763	\$72,000
Dehy	30" x 28' 1650PSIG Sweet Dehy Package	Lancer Gas Plant 12-26-21-20W3	10759	\$21,000
Filter Skid	Filter Vessel Skid Package 275 psig	Lancer Gas Plant 12-26-21-20W3	10760	\$13,500
Separator	40" x 10' 720 PSI Sweet Hz Separator	Lancer Gas Plant 12-26-21-20W3	10764	\$15,000
Separator	40" x 10' 720 PSI Sweet Hz Separator	Lancer Gas Plant 12-26-21-20W3	10761	\$15,000
Separator	48" x 10' 720 PSI Sweet Hz Separator	Lancer Gas Plant 12-26-21-20W3	10762	\$18,000
Tank	400 BBL Insulated Skidded Tank	Lancer Gas Plant 12-26-21-20W3	10765	\$1,800
Compressor	Waukesha 5790GL / Ariel JGK-4 3 Stage	Matador Gas Plant 14-24-21-18W3	10790	\$100,500
Compressor	Gemini D602 Compressor Unit - No Engine	Matador Gas Plant 14-24-21-18W3	10792	\$24,000
Dehy	24" x 28' Dehy 1415 PSIG 250,000 BTU	Matador Gas Plant 14-24-21-18W3	10789	\$15,000
MCC	225A 1-PH 120/240 60HZ MCC	Matador Gas Plant 14-24-21-18W3	11991	\$7,500
Separator	60" x 20' 720 PSI Separator w/ Filter	Matador Gas Plant 14-24-21-18W3	11971	\$27,000
Tank	750BBL Producer Water Tank w/ Mixer	Matador Gas Plant 14-24-21-18W3	10864	\$4,500
Compressor	CAT G3512LE Gemini E602 2-Stg Sweet	Miry Bay Gas Plant 16-24-21-19W3	10773	\$72,000
Compressor	Jenbacher Frick TDSH355L 675HP	Miry Bay Gas Plant 16-24-21-19W3	10769	\$52,500
Compressor	Waukesha L7042GL Frick TDSH 355XL Sweet	Miry Bay Gas Plant 16-24-21-19W3	10749	\$105,000
Filter Skid	24" x 10' S/S Filter Vessel w/ Sump	Miry Bay Gas Plant 16-24-21-19W3	10774	\$6,000
Instrument Air	Quincy Dual Air Compressor QT-5	Miry Bay Gas Plant 16-24-21-19W3	10768	\$2,250

SCHEDULE 1 attached to a Purchase and Sale Agreement dated November 1, 2020, between Abbey Resources Corp. and Optimum Petroleum Services Inc.

Fuelled Appraisals



Abbey Resources - Surplus Equipment

June 3, 2020

Type of Equipment	Description	Location	Fuelled Listing ID	Value
Tank	751 BBL Insulated Storage Tank	Miry Bay Gas Plant 16-24-21-19W3	<u>10775</u>	\$3,900
Compressor	Jenbacher Frick283SX Screw Package 675HP	Miry Creek 11-24-21-19W3	<u>10797</u>	\$80,000
Compressor	CAT G3512LE Gemini D602 2-Stg Sweet	Miry Creek 11-24-21-19W3	<u>10770</u>	\$72,000
Compressor	CAT G3512LE Gemini D602 2-Stg Sweet	Miry Creek 11-24-21-19W3	<u>10767</u>	\$72,000
Dehy	24" x 28' Dehy 250,000 BTU 1440 PSI	Miry Creek 11-24-21-19W3	<u>10794</u>	\$15,000
Dehy	24" x 28' Dehy 250,000 BTU (1440 PSI)	Miry Creek 11-24-21-19W3	<u>10793</u>	\$15,000
Filter Skid	Horizontal Sand Filter Separator 720pel	Miry Creek 11-24-21-19W3	<u>10798</u>	\$6,000
Separator	48" x 16' 720 PSI Horizontal	Miry Creek 11-24-21-19W3	<u>10796</u>	\$19,500
Separator	16" x 7'6" 1480 PSI Sweet Separator	Miry Creek 11-24-21-19W3	<u>10795</u>	\$2,400
Separator	16" x 7'6" 1480 PSI Sweet Separator	Miry Creek 11-24-21-19W3	<u>10799</u>	\$2,400
Tank	750BBL Painted Produced Water Tank	Miry Creek 11-24-21-19W3	<u>10800</u>	\$2,400
Dehy	24" x 32' 340 MBTU Sweet 1440 PSI	Portreeve Gas Plant 04-28-21-22W3	<u>10802</u>	\$15,000
Filter Skid	Moss Fabrication 275psi Peco Filter Unit	Portreeve Gas Plant 04-28-21-22W3	<u>10803</u>	\$16,500
Filter Skid	Clark-Reliance Coalescing Filter 720 psi	Portreeve Gas Plant 04-28-21-22W3	<u>10804</u>	\$6,000
Office	AltaFab MCC and Office Building	Portreeve Gas Plant 04-28-21-22W3	<u>10806</u>	\$6,000
Separator	48" x 15' 720 PSI Sweet Separator	Portreeve Gas Plant 04-28-21-22W3	<u>10805</u>	\$22,500
Tank	750BBL Cone Bottom Slop Tank (Damaged)	Portreeve Gas Plant 04-28-21-22W3	<u>10807</u>	\$900
Dehy	30" x 30' Dehy 1415 PSI 625,000 BTU	Shackleton Gas Plant 14-36-20-19W3	<u>10788</u>	\$21,000
Separator	36" x 12' 1440 PSI Sour Hz Separator	Shackleton Gas Plant 14-36-20-19W3	<u>10786</u>	\$18,000
Compressor	CAT G3408TA Ariel JGJ-2 3 Stg Sweet	Snipe Lake Gas Plant 13-21-23-19W3	<u>10811</u>	\$55,500
Compressor	Caterpillar 3512 Gemini D602 810HP	Snipe Lake Gas Plant 13-21-23-19W3	<u>10810</u>	\$72,000
Dehy	24" x 32' S/S Dehy 1440 psi 250,000 BTU	Snipe Lake Gas Plant 13-21-23-19W3	<u>10809</u>	\$15,000
Dehy	30" x 29' Dehy 370,000 BTU 1415 PSI	Spring Creek Compressor Station 13-26-21-20W3	<u>10813</u>	\$21,000
Flare Knock Out Drum	Flare Knockout Housed Size Pressure TBD	Spring Creek Compressor Station 13-26-21-20W3	<u>10816</u>	\$3,000
Tank	750 BBL Insulated Coated Tank	Spring Creek Compressor Station 13-26-21-20W3	<u>10819</u>	\$4,500
Tank	50 BBL Insulated Waste Oil Tank	Spring Creek Compressor Station 13-26-21-20W3	<u>10818</u>	\$750
Dehy	30" x 29' Dehy 400,000 BTU 1415 PSI	White Bear Gas Plant 3-2-23-16W3	<u>10821</u>	\$21,000
Flare Knock Out Drum	4' x 12'6" Underground 50psi Coated FKO	White Bear Gas Plant 3-2-23-16W3	<u>10824</u>	\$1,500
Separator	72" x 20' 285 psi Horizontal Separator	White Bear Gas Plant 3-2-23-16W3	<u>10822</u>	\$27,000
Tank	750 BBL Insulated Tank 5HP Side Mixer	White Bear Gas Plant 3-2-23-16W3	<u>10823</u>	\$4,500
Tank	750 BBL Insulated Storage Tank	White Bear Gas Plant 3-2-23-16W3	<u>10863</u>	\$3,900
Tank	750 BBL Insulated Storage Tank	White Bear Gas Plant 3-2-23-16W4	<u>11970</u>	\$3,900
			TOTAL	\$1,858,500

SCHEDULE 2 attached to a Purchase and Sale Agreement dated November 1, 2020, between Abbey Resources Corp. and Optimum Petroleum Services Inc.

Fuelled Appraisals



Abbey Resources - Operating Equipment

July 2, 2020

Type of Equipment	Location	Description	Value
Compressor	Abbey Plant 16-29-21-19W3	Waukehsa L5774LT Ariel JGK4 3-Stg Sweet (2006)	\$112,500
Compressor	Abbey Plant 16-29-21-19W3	Waukehsa L5774LT Ariel JGK4 3-Stg Sweet (2006)	\$112,500
Filter Skid	Abbey Plant 16-29-21-19W3	18" x 10' (Est.) 285 PSI Filter Un Skidded #3849-1 (2006)	\$3,000
Filter Skid	Abbey Plant 16-29-21-19W3	18" x 10' (Est.) 285 PSI Filter Un Skidded #3849-1 (2006)	\$3,000
Filter Skid	Abbey Plant 16-29-21-19W3	18" x 10' (Est.) 285 PSI Filter Un Skidded #3849-1 (2006)	\$3,000
Separator	Abbey Plant 16-29-21-19W3	48" x 16' (Est.) 285 PSI Sweet Separator (2005)	\$15,000
Tank	Abbey Plant 16-29-21-19W3	670 BBL Insulated, Heated Storage Tank (2010)	\$3,900
Tank	Abbey Plant 16-29-21-19W3	750 BBL Insulated, Heated Storage Tank (2007)	\$4,500
Compressor	Cramersburg Plant 13-18-22-20W3	CAT G3516LE Gemini D604 3-Stg Sweet (2005)	\$90,000
Dehy	Cramersburg Plant 13-18-22-20W3	30" x 28' Dehy 375,000 BTU 1600 PSI (2004)	\$21,000
Filter Skid	Cramersburg Plant 13-18-22-20W3	34" x 10' Filter Vessel 275 PSI (2007)	\$16,500
Separator	Cramersburg Plant 13-18-22-20W3	60" x 20' (Est.) 720 PSI Sweet Vertical Separator (2007)	\$28,500
Tank	Cramersburg Plant 13-18-22-20W3	1000 BBL Insulated Storage Tank (2007)	\$5,250
Compressor	Lacadena North Plant 04-10-23-18W3	Waukesha L5774LT Kobelco KS32LNB Sweet (2005)	\$82,500
Dehy	Lacadena North Plant 04-10-23-18W3	24" x 28' Dehy 250,000 BTU 1440 PSI (2003)	\$12,000
Pump	Lacadena North Plant 04-10-23-18W3	Dual 5 HP Hydra Cell Pump Package (2008)	\$6,000
Separator	Lacadena North Plant 04-10-23-18W3	48" x 15' 720 PSI Sweet Separator w/ Filter (2008)	\$24,000
Tank	Lacadena North Plant 04-10-23-18W3	750 BBL Insulated, Heated Storage Tank (1999)	\$3,900
Tank	Lacadena North Plant 04-10-23-18W3	750 BBL Insulated Storage Tank (2006)	\$3,900
Tank	Lacadena South Plant 01-19-22-17W10	750 BBL Insulated Storage Tank (1996)	\$1,800
Tank	Lacadena South Plant 01-19-22-17W11	750 BBL Insulated Storage Tank (1997)	\$1,800
Tank	Lacadena South Plant 01-19-22-17W12	750 BBL Insulated Storage Tank (1996)	\$1,800
Compressor	Lacadena South Plant 01-19-22-17W13	Waukesha L7042GL Ariel JGK4 3-Stg Sweet (2003)	\$120,000
Compressor	Lacadena South Plant 01-19-22-17W13	Waukesha L7042GL Ariel JGK4 3-Stg Sweet (2002)	\$120,000
Compressor	Lacadena South Plant 01-19-22-17W13	Waukesha L7042GL Ariel JGK4 3-Stg Sweet (2003)	\$120,000
Compressor	Lacadena South Plant 01-19-22-17W13	Waukesha L7042GL Ariel JGK4 3-Stg Sweet (2003)	\$120,000
Dehy	Lacadena South Plant 01-19-22-17W13	30" x 30' Dehy 1415 PSI 750,000 BTU (1997)	\$15,000

SCHEDULE 2 attached to a Purchase and Sale Agreement dated November 1, 2020, between Abbey Resources Corp. and Optimum Petroleum Services Inc.

Fuelled Appraisals



Abbey Resources - Operating Equipment

July 2, 2020

Type of Equipment	Location	Description	Value
Dehy	Lacadena South Plant 01-19-22-17W13	24" x 28" Dehy 375,000 BTU 1440 PSI (2003)	\$12,000
MCC	Lacadena South Plant 01-19-22-17W13	200A 120/240V MCC (1998)	\$4,500
MCC	Lacadena South Plant 01-19-22-17W13	MCC Building	\$1,500
Tank	Lacadena South Plant 01-19-22-17W13	Open Top Floc Tank (T-1303)	\$4,500
Tank	Lacadena South Plant 01-19-22-17W13	Open Top Floc Tank (T-1304)	\$4,500
Tank	Lacadena South Plant 01-19-22-17W3	50 BBL Spent Oil Tank (2002)	\$750
Tank	Lacadena South Plant 01-19-22-17W4	100 BBL DW Insulated Heated Tank (2004)	\$1,500
Misc.	Lacadena South Plant 01-19-22-17W5	5-Station Pigging Building	\$4,500
Pump	Lacadena South Plant 01-19-22-17W5	Non-Skidded Water Injection Building AJAX DP-115 (1987) OBSOLETE	\$3,000
Separator	Lacadena South Plant 01-19-22-17W5	48" x 15' 285 PSI Sweet Separator (2002)	\$15,000
Separator	Lacadena South Plant 01-19-22-17W5	72" x 20' Horizontal Separator 285 PSI Sweet (2002)	\$27,000
Tank	Lacadena South Plant 01-19-22-17W5	100 BBL Heated Double Walled Insulated Tank (2004)	\$1,800
Tank	Lacadena South Plant 01-19-22-17W5	750 BBL Insulated Storage Tank (1994)	\$2,400
Tank	Lacadena South Plant 01-19-22-17W5	750 BBL Insulated Storage Tank (2006)	\$2,400
Tank	Lacadena South Plant 01-19-22-17W6	750 BBL Insulated Storage Tank (2006)	\$2,400
Tank	Lacadena South Plant 01-19-22-17W7	750 BBL Insulated Storage Tank (1997)	\$1,800
Tank	Lacadena South Plant 01-19-22-17W8	750 BBL Insulated Storage Tank (2004)	\$2,400
Tank	Lacadena South Plant 01-19-22-17W9	750 BBL Insulated Storage Tank (2004)	\$2,400
Compressor	Miry Bay Plant 16-24-21-19W3	CAT G3512LE Gemini D604 3-Stg Sweet (2004)	\$75,000
Dehy	Miry Bay Plant 16-24-21-19W3	30" x 28' 1480PSIG 600 MBTU Sweet Dehy (2004)	\$21,000
Filter Skid	Miry Bay Plant 16-24-21-19W3	30" x 10' 720 PSI Filter Package (2006)	\$8,250
Separator	Miry Bay Plant 16-24-21-19W3	60" x 20' 720 PSI Sweet Separator (2006)	\$27,000
Tank	Miry Bay Plant 16-24-21-19W3	400 BBL Insulated Storage Tank (2003)	\$1,500
Compressor	Shackleton Plant 14-36-20-19W3	CAT G3412LE Ariel AR-282 Sweet (2001)	\$30,000
Compressor	Shackleton Plant 14-36-20-19W3	Jenbacher J312 Frick TDSH 355L Sweet (2005)	\$63,000
Compressor	Shackleton Plant 14-36-20-19W3	Waukesha L7042GL Ariel JGK4 3-Stg Sweet (2002)	\$120,000
Compressor	Shackleton Plant 14-36-20-19W3	Waukesha L7042GSI Ariel JGK4 3-Stg Sweet (1995)	\$90,000

SCHEDULE 2 attached to a Purchase and Sale Agreement dated November 1, 2020, between Abbey Resources Corp. and Optimum Petroleum Services Inc.

Fuelled Appraisals



Abbey Resources - Operating Equipment

July 2, 2020

Type of Equipment	Location	Description	Value
Dehy	Shackleton Plant 14-36-20-19W3	30" x 24' 1415 PSI Sweet (2006)	\$21,000
Dehy	Shackleton Plant 14-36-20-19W3	30" x 30' Dehy 1415 PSI 625,000 BTU (1997)	\$15,000
Flare Knockout	Shackleton Plant 14-36-20-19W3	50 BBL 50 PSI Flare Knockout (2006)	\$5,250
MCC	Shackleton Plant 14-36-20-19W3	480V 1200A 3 Phase MCC (2006)	\$22,500
MCC	Shackleton Plant 14-36-20-19W3	480V 400A 3 Phase MCC (2000)	\$13,500
MCC	Shackleton Plant 14-36-20-19W3	MCC Building (2008)	\$6,000
Misc.	Shackleton Plant 14-36-20-19W3	Office Building	\$19,500
Misc.	Shackleton Plant 14-36-20-19W3	24' x 10' (EST) Storage/Office Building	\$7,500
Misc.	Shackleton Plant 14-36-20-19W3	8-Well Pigging Manifold Building	\$4,500
Misc.	Shackleton Plant 14-36-20-19W3	24' x 16' (EST) Flocculent Building	\$15,000
Misc.	Shackleton Plant 14-36-20-19W3	Dual Centrifuge Package (2006)	\$105,000
Pump	Shackleton Plant 14-36-20-19W3	Dual 20 HP (Est.) Water Injection Pump Building	\$12,000
Separator	Shackleton Plant 14-36-20-19W3	60" x 20' 285 PSI Separator Sweet (2002)	\$16,500
Tank	Shackleton Plant 14-36-20-19W3	1000 BBL Insulated Storage Tank (2007)	\$5,250
Tank	Shackleton Plant 14-36-20-19W3	750 BBL Insulated Storage Tank (2006)	\$3,900
Tank	Shackleton Plant 14-36-20-19W3	100 BBL (EST) Plastic Storage Tank	\$300
Tank	Shackleton Plant 14-36-20-19W3	100 BBL (EST) Plastic Storage Tank	\$300
Tank	Shackleton Plant 14-36-20-19W3	100 BBL Double Wall Insulated Storage Tank (2006)	\$1,800
Tank	Shackleton Plant 14-36-20-19W3	750 BBL Insulated Storage Tank (1997)	\$1,800
Tank	Shackleton Plant 14-36-20-19W3	750 BBL Insulated Storage Tank w/ Mixer (1996)	\$1,800
Tank	Shackleton Plant 14-36-20-19W3	1500 BBL Insulated Storage Tank w/ Mixer (2006)	\$6,750
Tank	Shackleton Plant 14-36-20-19W3	1500 BBL Insulated Storage Tank w/ Mixer (2006)	\$6,750
Compressor	Snipe Lake 13-21-23-19W3	CAT G3512LE Gemini D602 2-Stg Sweet (2004)	\$72,000
Filter Skid	Snipe Lake 13-21-23-19W3	24" x 14' 1440 PSI Filter Skid Sweet (2005)	\$7,500
Misc.	Snipe Lake 13-21-23-19W3	Multi Well Manifold Building Non-Skidded	\$0
Separator	Snipe Lake 13-21-23-19W3	48" x 10' Horizontal Separator 720 PSI Sweet (2004)	\$18,000
Tank	Snipe Lake 13-21-23-19W3	750 BBL Insulated Storage Tank (1998)	\$18,000

SCHEDULE 2 attached to a Purchase and Sale Agreement dated November 1, 2020, between Abbey Resources Corp. and Optimum Petroleum Services Inc.

Fuelled Appraisals



Abbey Resources - Operating Equipment

July 2, 2020

Type of Equipment	Location	Description	Value
			\$1,988,850

**SCHEDULE 3 attached to a Purchase and Sale Agreement dated
November 1, 2020, between Abbey Resources Corp. and
Optimum Petroleum Services Inc.**

Mobile Equipment

Contractors Equipment	Value
2005 Kenworth Coil Tubing Unit, Serila No. 1XKDDBEXX5R980254	\$ 163,500
2006 Utility Trailer, Serial No. 2SWUW11A56G297553	\$ 2,250
2007 Cargo Trailer, Serial No. 5NHUAS21071030309	\$ 2,250
2004 Joyner Atv, Serial No. L5BG2MV64E1023458	\$ 5,400
2009 Joyner ATV, Serial No. L5BG2MV69B1018762	\$ 5,400
2009 Joyner ATV, Serial No. L5BG2MV69B1018763	\$ 5,400
Masey Ferguson Tractor Loader and Farming King Mower	\$ 8,070
High Pressure Steam Boiler, Model No. OTS-O20H, Serial No. 4842 mounted in a Pintle Hitch Trailer, FX9 Series, Model No. FX9-816-78-T70, Serial No. 2JAAH7626J1004081	\$ 30,030
2002 Kenworth T-800 Vac Truck, Serial No. 1NKDL49X02R965633	\$ 70,500
1997 Scona Vac Trailer, Tri Axle, Serial No. 2E9H45D36V3003746	\$ 37,500
2015 Back hoe - Case 580SN WT, Serial No. JJGN58WRTFC723535	\$ 32,400
2019 Diamond C FMAX210 30' Gooseneck Trailer, Serial No. 46UF43021K1212797	\$ 9,000
John Deere Gator, Serial No. 1M0825GSKEM080225 Snow Tracks, Serial No. 6722IR00091-0 / 6722IR00091-1 / 6722IR00091-2 / 6722IR00091-3	\$ 11,250
John Deere Gator, Serial No. 1M0825GSCEM080356 Snow Track, Serial No. 6522NIA3639-0 / 6522NIA3639-1 / 6522NIA3639-2 / 6522NIA3639-3	\$ 11,250
John Deere Gator, Serial No. 1M0825GSABM022911 Snow Tracks, Serial No. 6522NIA3638-0 / 6522NIA3638-1 / 6522NIA3638-2 / 6522NIA3838-3	\$ 11,250
John Deere Gator, Serial No. 1M0825GSCBM022906 Snow Tracks, Serial No. 6522NIA3637-0 (RF) / 6522NIA3637-1 (LF) / 6522NIA3637-2 (RR) / 6522NIA3637-03 (LR)	\$ 11,250
John Deere Gator, Serial No. 1M0825GSTDM064232 Snow Tracks, Serial No. 6822IT22227-0 / 6822IT22227-01 / 6822IT22227-02 / 6822IT22227-3	\$ 11,250
Kubota RTV, Side by Side, Serial No. Snow Tracks, Seral No.	\$ -
2016 Trailer with a portable Compressor Unit, Serial No. 2H9TL23C771068796	\$ 22,500
2008 Transport Trailer, Serial No. 4J6TC16258B098851	\$ 4,500
2005 10 Cube Mud Tank, Serial No. 2C9MAS2155B193004	\$ 8,550
920 Catterpillar Payloader, Serial No.	\$ 10,500
	\$ 474,000
	\$0
	\$474,000

LEASE AGREEMENT & OPTION TO PURCHASE

THIS LEASE AGREEMENT and OPTION TO PURCHASE is made effective this 1st day of September, 2020 between:

SPITFIRE INVESTMENTS LTD.

a duly incorporated corporation having an office at
Box 4888 (4902 — 53 Street), Taber, AB T1G 2E1
(hereinafter referred to as "the Lessor")

OF THE FIRST PART

-and-

ABBEY RESOURCES CORP.

a duly incorporated corporation having an office at
Suite 700, 505 3rd Street SW, Calgary, AB T3B 5A2
(hereinafter referred to as "the Lessee")

OF THE SECOND PART.

WHEREAS the lessor is the registered owner of a certain parcel of land and building located in Swift Current, Saskatchewan on the lands legally described as:

Ptn. PLAN 102019340; PARCEL A; LOT 5 (2.70 Acres m/1)

Upon which there is presently situated an 8,000 square foot building which the Tenant desires to lease (herein called the "Leased Premises" or the "Premises").

AND WHEREAS the Lessor has agreed to lease to the Lessee the Land and Building on certain terms and conditions;

AND WHEREAS the Parties hereto wish to document the terms of their agreement;

NOW THEREFORE this agreement witnesses that in consideration of the foregoing recitals, and in consideration of the rents and covenants hereinafter contained, the parties hereto have agreed and do agree as follows:

1. The Lessor does hereby lease unto the Lessee the Land and the Building together with all appurtenances relating thereto or connected thereto (all of which is herein referred to as "the premises")
2. The Lessee shall have and hold the premises for a term of ten (10) years commencing September 1, 2020 and continuing to and including August 31, 2030.
3. The Lessee shall pay a total rental of \$9,450.00 plus GST and PST (if applicable) per month in advance during the term of this lease, commencing on September 1, 2020 and continuing on the 1st day of each and every month thereafter to and including August 1, 2030. All rental payments shall be made to the Lessor.

4. The Lessee agrees that it shall conduct any and all business operations in compliance with all governmental rules and regulations, whether municipal or provincial or federal, that apply or that have jurisdiction to the Lessor.
5. With respect to utilities and in particular electricity and natural gas, the Lessee shall pay for all utilities provided and supplies to the premises including charges for demand load and for consumption. The Lessee will pay and be responsible for any and all other utility costs such as water delivery and sewer services to premises.
6. The Lessee shall be responsible for all real property taxes assessed by the appropriate taxing authority against the land and building from the effective date. The Lessee shall pay to the Landlord on a monthly basis a sum of \$1,000.00 which shall be credited towards such tax payment. The parties agree to adjust the amount depending upon the taxes as determined on an annual basis.
7. The Lessor will insure the Land and Building for all customarily insurable losses due to fire, tempest, vandalism, etc. however, the Lessee will pay the premiums for said insurance coverage during the term of this agreement against fire and other coverage for perils related to the Land and Building. The Lessee will be responsible to insure its own inventory, tools, equipment and vehicles that it keeps on the premises.
8. The Lessee shall be responsible, at its expense, for all cleaning and disinfecting of the premises on an on-going basis as required. The Lessee shall clean the premises on or just prior to surrendering up possession of the premise at the conclusion of the term of this lease.
9. The Lessee will keep the premises and its mechanical systems and equipment in good and substantial repair, and will manage and be responsible for all normal day-to-day maintenance and servicing. The Lessee shall conduct its business and shall use and operate the mechanical systems installed in the premises in a responsible and prudent manner. The Lessee shall be responsible to pay for the repairs or maintenance that are occasioned by normal use, normal wear and tear, or normal deterioration and shall be responsible to pay for any repairs, parts or services that are occasioned by the Lessee's negligence or reckless or willful misconduct.
10. The Lessee shall bear the costs and damages resulting from any misuse or abuse of the mechanical systems, if any, in the premises by the Lessee or the Lessee's employees, agents or invitees.
11. The Lessee shall, at the termination of this Lease, deliver up and surrender the premises to the Lessor in a state of repair and condition equivalent to the condition at the commencement of this lease (reasonable wear and tear excepted)

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12. The Lessee will permit the Lessor reasonable access at all reasonable times to enter upon the premises to inspect its state of condition.
13. The lessee shall not assign or sub-let its interests under this Lease or any portion thereof unless it has first obtained written consent from the Lessor, which consent shall not to be unreasonably withheld. In the event of a consented assignment or sub-letting, the Lessee shall always remain liable to the Lessor and shall not stand released by the lessor, of the Lessee's covenants and obligations contained herein.
14. The Lessee, for the full term of this Leases will carry liability insurance that includes coverage for its business carried on in the premises in an amount not less than \$3,000,000.00. The Lessor shall be a named insured on such policy. The Lessee will provide a copy of such policy to the Lessor upon request.
15. The Lessee shall not make or install and fixtures, nor any alterations or partitions to the buildings, without prior written consent of the Lessor which consent shall not be unreasonably withheld.
16. In the event the Lessee fails to make a rental payment as provided herein, or makes default in some other term of this lease agreement, the Lessor will notify the Lessee by registered mail; and if the default has not been correct or rectified within fifteen (15) days from the date of receipt of the notice the Lessor then shall have the right to re-enter and take possession of the premises and the Lease may be terminated for default; and the Lessor shall, if the Lease is not terminated, be entitled to distrain for the amount of unpaid rental arrears.
17. This Lease shall be governed by the laws of the Province of Saskatchewan, but should any provision or provisions hereof declared unenforceable by a court of competent jurisdiction, such provision shall be severable from the other provisions which other provisions shall remain in full force and affect.
18. It is agreed between the Lessor and Lessee that:
 - i. The Lessor, its agents, servants, and employees shall not be liable for damage or injury to any property of the Lessee which is entrusted to the care or control of the Lessor, its agents, servants or employees;
 - ii. The Lessor shall not be liable, nor the responsible in any way for any personal or consequential injury that may be suffered by the lessee or any employee, agent, customer, invitee or licence of the Lessee
 - iii. The Lessor shall not be liable, nor responsible in any way for any loss of or damage or injury to any property or inventory belonging to the Lessee or to its employees, caused by the interruption of any public utility;

- iv. The Lessor shall not be liable for any damages suffered to the premises or contents by reason of the Lessor entering the premises to undertake any work therein in the case of an emergency; but
 - v. Nothing in these provisions shall preclude the Lessee from seeking legal redress in the event of damages, injuries to employees or third parties, or interruptions of peaceful possession of the premises which shall occur as the result of negligence or willful conduct or failure to perform the Lessor's covenants and obligations on the part of the Lessor;
 - vi. The Lessee shall have the right to register a Caveat regarding the Lease and Option to Purchase at the appropriate Land Titles Office; and
 - vii. Nothing herein shall preclude the Lessee from obtaining legal relief in the event of interruption of peaceful possession.
19. The Lessee agrees that it shall indemnify, defend, and hold the Lessor and the Lessor's officers, directors, employees and agents harmless from and against any and all loss, liability, costs, claims, strict liability claims, demands, lawsuits, causes of actions, fines, judgements, penalties damages, expenses and costs (including solicitor fees) in connection with actual or alleged damage to the premises, personal injury, and/or loss of life arising from or relating to the use, occupation and possession of the premises by the Lessee and by the Lessee's agents, employees, officers, invitees, and directors, except to the extent caused by the Lessor's own actions from the Effective Date.
20. The indemnification contained in clause 19 shall include any and all loss, liability, remediation and clean-up costs, private third party claims, government claims, strict liability claims, demands, lawsuits, cause of action, fines, judgements, penalties, expenses and costs (including solicitor fees) arising out of or resulting from any violation of any laws, orders, directives, rules, regulations, orders, or decrees, or other similar requirement of any government, court, or authority, that relate to the environmental pollution, environmental control, or environmental matters of any kind on the premises which occurred after the Effective Date.
21. The indemnification contained in clause 19 shall include any and all loss, liability, remediation and clean-up costs, private third party claims, governmental claims, strict liability claims, demands, lawsuits, cause of action, fines judgements, penalties, expenses, and costs (including solicitor fees) arising out of or resulting from the presence, release, storage, use, handling, disposal, or dispersal of any substance or material in, on, or from the premises that, actually or alleged, caused environmental harm or damage to property or natural resources that occurred after the Effective Date.
22. The parties hereto acknowledge having done a physical inspection and walk through of the premises prior to the execution of this agreement.



OPTION TO PURCHASE

23. In consideration of the sum of one (\$1.00) and other good and valuable consideration paid by the Lessee to the Lessor, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the Lessee abiding by and performing the covenants and terms set out in the above Lease, the Lessor (hereinafter referred to as "the Optioner") hereby grants to the Lessee (hereinafter referred to as "the Optionee") the exclusive and irrevocable option to purchase the premises (hereinafter referred to as "the Property"), within the time limited for exercise (the "Option"), free and clear of all encumbrances, liens, estates and interests whatsoever except for any existing easements and rights-of-way and except for any subsisting reservations or exceptions contained in the original grant of the land from the crown, on and subject to the terms and conditions set out below.

- i. The Option may be exercised at any time up to July 1, 2030 but not after such date (which mentioned date is herein referred to as the "Option Exercise Date") and shall be exercised by delivering to or mailing by prepaid registered mail addressed to the Optioner at the address specified below, a notice in writing of such exercise with thirty (30) days notice to the Optioner. If the Optionee fails to exercise the Option in a manner required by the Option Exercise date the Option shall immediately lapse and expire and be of no further force and effect and the Optionee shall have no further interest in the Property or under the option agreement. In such event the consideration paid by the Optionee to the Optioner for the granting of the Option shall be retained by the Optioner and the Optionee shall immediately discharge any caveat or interest registered against the title to the Lands by virtue of this option agreement.
 - ii. If the Option is exercised within the time and in the manner stated in clause 23, and provided that the Optionee is abiding by all terms of the above Lease with the said Lease being in good standing and provided that there has been no default by the Optionee under the terms of the above lease, the parties hereto agree the Optioner shall be bound to sell and the Optionee shall be bound to purchase the property on the terms and conditions set out below. The purchase price shall be based on the dollar amount according to the "Balance" column on the Amortization schedule attached in lawful money of Canada (the "Purchase Price") plus applicable GST and PST (if applicable). The Purchase Price shall be subject to adjustments and shall be paid by the Optionee's solicitor's trust cheque or bank draft, on or before the Closing Date as hereinafter defined. Further terms and provisions are as set out below.
 - iii. The closing date shall be the last day of the month in which the receipt by the notice of intent to exercise of the Option is received by the Optioner (the "Closing Date").
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- iv. All regular lease payment pursuant to paragraph 3 of this Agreement shall be made by the Optionee up to and including the Closing Date, and thereafter, if the purchase is properly completed, no further lease payments shall be owing by the Optionee.
- v. The Optionee will have an option to purchase before the Closing date according to the Amortization schedule attached.
- vi. Any expenses and adjustable items with respect to the Property, together with any recoveries that either party may be entitled to claim from the other, shall be adjusted and paid between the parties as of the Closing Date.
- vii. On or before the Closing Date, subject to performance of the Optionee's obligations hereunder, the Optionor covenants to deliver to the Optionee's solicitors:
 - a. A registrable transfer of Lands and appropriate Vendor's Solicitor's undertakings which when relied upon and/or registered at the Land Titles Office or property registry will cause title to the Property to issue in the name of the Optionee free and clear of all non-permitted encumbrances, liens, estates and interests;
 - b. A statement of adjustments; and
 - c. Executed copies of a Surrender of Lease in a form and content acceptable to the Optionee's solicitors (The Surrender of Lease") if the Lease has not already expired.
- viii. The Optionee covenants to deliver to the Optionor's solicitor the balance of the purchase price subject to the adjustments.
- ix. The Optionee acknowledges that it is the tenant of the Property pursuant to the above Lease. The Optionee acknowledges and agrees that certain care and upkeep of the Property are at the sole risk and responsibility of the Optionee pursuant to the provisions of the Lease and that any such care and maintenance performed by the Optionee shall be at its cost in accordance with its obligations thereunder and all without abatement or reduction of the Purchase Price.
- x. The Optionee acknowledges that it has inspected the Property and agrees that there are no warranties, representations, terms or conditions relating to the Property or the state of repair or the suitability for any purpose or use thereof, it being acknowledged and agreed that the Property is being purchased on a strictly "as is" basis.
- xi. The Optionor and Optionee agree to promptly execute and deliver all necessary documents and to do all things necessary in order to fully carry out and perform the intent to this option agreement.
- xii. The Transfer of Land and other conveyance documents shall be prepared at the expense of the Optionor and shall be registered at the expense of the

damages, and all without prejudice to any further rights or remedies the Optionor may have against the Optionee as a result thereof, or to require specific performance of this agreement or exercise any other remedy available to it at law or in equity.

xxii. If the Optionor is prepared to accept the payment of the Purchase Price subsequent to the Closing Date, which the Optionor has no Obligation to do, interest shall be payable on such sum at a rate per annum equal to ten percent (10%) per annum calculated from Closing Date to the date of payment and unconditional release of the Purchase Price to the Optionor's solicitors. The obligation to pay interest on the Purchase Price, if the Optionor is prepared to accept payment subsequent to the Closing Date, shall not be a waiver of time being of the essence of this agreement.

xxiii. The Optionee agrees with the Optionor that it shall not be entitled to assign this Option in whole or in part to an unrelated third party, and that its agreement to observe this covenant shall be a complete and absolute prohibition against any such assignment. The Optionee further acknowledges and represents that its covenant to not assign this Option to an unrelated third party has induced the Optionor to enter into this agreement in the absence of which the Optionor would not have done so. The Optionee may only assign this Option to a related third-party with the written consent of the Optionor, which consent shall not be unreasonably withheld.

xxiv. This option agreement shall enure to the benefit of and binding upon the parties hereto and their respective successors and administrators, and shall where required by context be read with all necessary changes of gender or number.

24. The covenants herein contained shall be binding on the parties hereto and their respective administrators, trustees, receivers, and permitted assigns.

25. All matters and differences in relation to this Lease or arising from the Option shall be referred to arbitration in accordance with *The Arbitration Act* for the Province of Saskatchewan; or, if agreed upon by the parties hereto to arbitration by a single arbitrator if the parties hereto agree upon one; or three arbitrators, one to be appointed by each party and the third to be chosen by the first two named before they enter upon the business of arbitration. PROVIDED HOWEVER, if a party to the arbitration procedure refuses to appoint an arbitrator within fourteen (14) days after the other party has appointed its arbitrator and that party has served notice on the other party requiring the other party to make such appointment, then the arbitrator first appointed shall, at the

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request of the party appointing him, proceed to hear the matter as if the arbitrator was duly appointed by both parties to the dispute. The award and determination made by the said arbitrator(s) or the majority of them or by the single arbitrator, as the case may be, shall be binding and final upon the parties hereto, their successors and assigns.

26. The Lessee does hereby accept this lease.

27. This Agreement may be executed in counterparts and by electronic or facsimile transmission, each of which counterpart shall constitute an original and all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF the parties hereto have executed this agreement by their respective duly authorized officers in that behalf, as of the day and year first above written.

SPITFIRE INVESTMENTS LTD.

ABBAY RESOURCES CORP.

PER: 

(Sidney Tams - Director)

PER: 

(JIM GETTIS - Director)

Abbey Resources Corp.

Compound Period : Monthly

Nominal Annual Rate : 4.869 %

CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1. Lease	09/01/2020	900,000.00	1		
2. Lease Payment	09/01/2020	9,450.00	120	Monthly	08/01/2030

AMORTIZATION SCHEDULE - Normal Amortization

	Date	Lease Payment	Interest	Principal	Balance
Lease	09/01/2020				900,000.00
1	09/01/2020	9,450.00	0.00	9,450.00	890,550.00
2	10/01/2020	9,450.00	3,613.36	5,836.64	884,713.36
3	11/01/2020	9,450.00	3,589.68	5,860.32	878,853.04
4	12/01/2020	9,450.00	3,566.90	5,884.10	872,968.94
2020 Totals		37,800.00	10,768.94	27,031.06	
5	01/01/2021	9,450.00	3,542.02	5,907.98	867,060.96
6	02/01/2021	9,450.00	3,518.05	5,931.95	861,129.01
7	03/01/2021	9,450.00	3,493.98	5,956.02	855,172.99
8	04/01/2021	9,450.00	3,469.82	5,980.18	849,192.81
9	05/01/2021	9,450.00	3,445.55	6,004.45	843,188.36
10	06/01/2021	9,450.00	3,421.19	6,028.81	837,159.55
11	07/01/2021	9,450.00	3,396.73	6,053.27	831,106.28
12	08/01/2021	9,450.00	3,372.17	6,077.83	825,028.45
13	09/01/2021	9,450.00	3,347.51	6,102.49	818,925.96
14	10/01/2021	9,450.00	3,322.75	6,127.25	812,798.71
15	11/01/2021	9,450.00	3,297.89	6,152.11	806,646.60
16	12/01/2021	9,450.00	3,272.92	6,177.08	800,468.52
2021 Totals		113,400.00	40,900.58	72,499.42	
17	01/01/2022	9,450.00	3,247.86	6,202.14	794,267.38
18	02/01/2022	9,450.00	3,222.70	6,227.30	788,040.08
19	03/01/2022	9,450.00	3,197.43	6,252.57	781,787.51
20	04/01/2022	9,450.00	3,172.06	6,277.94	775,509.57
21	05/01/2022	9,450.00	3,146.59	6,303.41	769,206.16
22	06/01/2022	9,450.00	3,121.01	6,328.99	762,877.17
23	07/01/2022	9,450.00	3,095.33	6,354.67	756,522.50
24	08/01/2022	9,450.00	3,069.55	6,380.45	750,142.05
25	09/01/2022	9,450.00	3,043.66	6,406.34	743,735.71
26	10/01/2022	9,450.00	3,017.67	6,432.33	737,303.38
27	11/01/2022	9,450.00	2,991.57	6,458.43	730,844.95
28	12/01/2022	9,450.00	2,965.36	6,484.64	724,360.31
2022 Totals		113,400.00	37,290.79	76,109.21	
29	01/01/2023	9,450.00	2,939.05	6,510.95	717,849.36

Abbey Resources Corp.

	Date	Lease Payment	Interest	Principal	Balance
	30 02/01/2023	9,450.00	2,912.63	6,537.37	711,311.99
	31 03/01/2023	9,450.00	2,886.11	6,563.89	704,748.10
	32 04/01/2023	9,450.00	2,859.48	6,590.52	698,157.58
	33 05/01/2023	9,450.00	2,832.74	6,617.26	691,540.32
	34 06/01/2023	9,450.00	2,805.89	6,644.11	684,896.21
	35 07/01/2023	9,450.00	2,778.93	6,671.07	678,225.14
	36 08/01/2023	9,450.00	2,751.86	6,698.14	671,527.00
	37 09/01/2023	9,450.00	2,724.68	6,725.32	664,801.68
	38 10/01/2023	9,450.00	2,697.40	6,752.60	658,049.08
	39 11/01/2023	9,450.00	2,670.00	6,780.00	651,269.08
	40 12/01/2023	9,450.00	2,642.49	6,807.51	644,461.57
	2023 Totals	113,400.00	33,501.26	79,898.74	
	41 01/01/2024	9,450.00	2,614.87	6,835.13	637,626.44
	42 02/01/2024	9,450.00	2,587.13	6,862.87	630,763.57
	43 03/01/2024	9,450.00	2,559.29	6,890.71	623,872.86
	44 04/01/2024	9,450.00	2,531.33	6,918.67	616,954.19
	45 05/01/2024	9,450.00	2,503.26	6,946.74	610,007.45
	46 06/01/2024	9,450.00	2,475.07	6,974.93	603,032.52
	47 07/01/2024	9,450.00	2,446.77	7,003.23	596,029.29
	48 08/01/2024	9,450.00	2,418.36	7,031.64	588,997.65
	49 09/01/2024	9,450.00	2,389.83	7,060.17	581,937.48
	50 10/01/2024	9,450.00	2,361.18	7,088.82	574,848.66
	51 11/01/2024	9,450.00	2,332.42	7,117.58	567,731.08
	52 12/01/2024	9,450.00	2,303.54	7,146.46	560,584.62
	2024 Totals	113,400.00	29,523.05	83,876.95	
	53 01/01/2025	9,450.00	2,274.54	7,175.46	553,409.16
	54 02/01/2025	9,450.00	2,245.43	7,204.57	546,204.59
	55 03/01/2025	9,450.00	2,216.20	7,233.80	538,970.79
	56 04/01/2025	9,450.00	2,186.84	7,263.16	531,707.63
	57 05/01/2025	9,450.00	2,157.37	7,292.63	524,415.00
	58 06/01/2025	9,450.00	2,127.79	7,322.21	517,092.79
	59 07/01/2025	9,450.00	2,098.08	7,351.92	509,740.87
	60 08/01/2025	9,450.00	2,068.25	7,381.75	502,359.12
	61 09/01/2025	9,450.00	2,038.29	7,411.71	494,947.41
	62 10/01/2025	9,450.00	2,008.22	7,441.78	487,505.63
	63 11/01/2025	9,450.00	1,978.03	7,471.97	480,033.66
	64 12/01/2025	9,450.00	1,947.71	7,502.29	472,531.37
	2025 Totals	113,400.00	25,346.75	88,053.25	
	65 01/01/2026	9,450.00	1,917.27	7,532.73	464,998.64
	66 02/01/2026	9,450.00	1,886.71	7,563.29	457,435.35
	67 03/01/2026	9,450.00	1,856.02	7,593.98	449,841.37
	68 04/01/2026	9,450.00	1,825.21	7,624.79	442,216.58
	69 05/01/2026	9,450.00	1,794.27	7,655.73	434,560.85
	70 06/01/2026	9,450.00	1,763.21	7,686.79	426,874.06
	71 07/01/2026	9,450.00	1,732.02	7,717.98	419,156.08
	72 08/01/2026	9,450.00	1,700.70	7,749.30	411,406.78

Abbey Resources Corp.

	Date	Lease Payment	Interest	Principal	Balance
	73 09/01/2026	9,450.00	1,669.26	7,780.74	403,626.04
	74 10/01/2026	9,450.00	1,637.69	7,812.31	395,813.73
	75 11/01/2026	9,450.00	1,605.99	7,844.01	387,969.72
	76 12/01/2026	9,450.00	1,574.17	7,875.83	380,093.89
	2026 Totals	113,400.00	20,962.52	92,437.48	
	77 01/01/2027	9,450.00	1,542.21	7,907.79	372,186.10
	78 02/01/2027	9,450.00	1,510.12	7,939.88	364,246.22
	79 03/01/2027	9,450.00	1,477.91	7,972.09	356,274.13
	80 04/01/2027	9,450.00	1,445.56	8,004.44	348,269.69
	81 05/01/2027	9,450.00	1,413.09	8,036.91	340,232.78
	82 06/01/2027	9,450.00	1,380.48	8,069.52	332,163.26
	83 07/01/2027	9,450.00	1,347.73	8,102.27	324,060.99
	84 08/01/2027	9,450.00	1,314.86	8,135.14	315,925.85
	85 09/01/2027	9,450.00	1,281.85	8,168.15	307,757.70
	86 10/01/2027	9,450.00	1,248.71	8,201.29	299,556.41
	87 11/01/2027	9,450.00	1,215.43	8,234.57	291,321.84
	88 12/01/2027	9,450.00	1,182.02	8,267.98	283,053.86
	2027 Totals	113,400.00	16,359.97	97,040.03	
	89 01/01/2028	9,450.00	1,148.48	8,301.52	274,752.34
	90 02/01/2028	9,450.00	1,114.79	8,335.21	266,417.13
	91 03/01/2028	9,450.00	1,080.97	8,369.03	258,048.10
	92 04/01/2028	9,450.00	1,047.02	8,402.98	249,645.12
	93 05/01/2028	9,450.00	1,012.92	8,437.08	241,208.04
	94 06/01/2028	9,450.00	978.69	8,471.31	232,736.73
	95 07/01/2028	9,450.00	944.32	8,505.68	224,231.05
	96 08/01/2028	9,450.00	909.81	8,540.19	215,690.86
	97 09/01/2028	9,450.00	875.15	8,574.85	207,116.01
	98 10/01/2028	9,450.00	840.36	8,609.64	198,506.37
	99 11/01/2028	9,450.00	805.43	8,644.57	189,861.80
	100 12/01/2028	9,450.00	770.35	8,679.65	181,182.15
	2028 Totals	113,400.00	11,528.29	101,871.71	
	101 01/01/2029	9,450.00	735.14	8,714.86	172,467.29
	102 02/01/2029	9,450.00	699.78	8,750.22	163,717.07
	103 03/01/2029	9,450.00	664.27	8,785.73	154,931.34
	104 04/01/2029	9,450.00	628.63	8,821.37	146,109.97
	105 05/01/2029	9,450.00	592.83	8,857.17	137,252.80
	106 06/01/2029	9,450.00	556.90	8,893.10	128,359.70
	107 07/01/2029	9,450.00	520.81	8,929.19	119,430.51
	108 08/01/2029	9,450.00	484.58	8,965.42	110,465.09
	109 09/01/2029	9,450.00	448.21	9,001.79	101,463.30
	110 10/01/2029	9,450.00	411.58	9,038.32	92,424.98
	111 11/01/2029	9,450.00	375.01	9,074.99	83,349.99
	112 12/01/2029	9,450.00	338.19	9,111.81	74,238.18
	2029 Totals	113,400.00	6,456.03	106,943.97	
	113 01/01/2030	9,450.00	301.22	9,148.78	65,089.40

Abbey Resources Corp.

	Date	Lease Payment	Interest	Principal	Balance
	114 02/01/2030	9,450.00	264.10	9,185.90	55,903.50
	115 03/01/2030	9,450.00	226.83	9,223.17	46,680.33
	116 04/01/2030	9,450.00	189.40	9,260.60	37,419.73
	117 05/01/2030	9,450.00	151.83	9,298.17	28,121.56
	118 06/01/2030	9,450.00	114.10	9,335.90	18,785.66
	119 07/01/2030	9,450.00	76.22	9,373.78	9,411.88
	120 08/01/2030	9,450.00	38.12	9,411.88	0.00
	2030 Totals	75,600.00	1,361.82	74,238.18	
	Grand Totals	1,134,000.00	234,000.00	900,000.00	

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Abbey Resources Corp.

Last interest amount decreased by 0.07 due to rounding.

57.9

PROMISSORY NOTE

(this "Note")

Borrower: Optimum Petroleum Services Inc. of Suite 700, 505 3rd Street SW, Calgary, Alberta T2P-3E6 (the "Borrower")

Lender: Abbey Resources Corp. of Suite 700, 505 3rd Street SW, Calgary, Alberta T2P-3E6 (the "Lender")

Due: **November 1, 2023 (the "Maturity Date")**

Principal: **\$5,206,063 CDN**

WHEREAS the Borrower is indebted to the Lender pursuant to the loan made by the Lender to the Borrower in the aggregate amount of \$5,206,063 hereto (the "Debt") as evidenced by the promissory note of the Borrower.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and mutual covenants and agreements hereinafter set forth, the Borrower and the Lender (each a "Party", collectively, the "Parties") have agreed as follows:

1. FOR VALUE RECEIVED, the Borrower promises to pay to the Lender the principal sum of **FIVE MILLION TWO HUNDRED AND SIX THOUSAND AND SIXTY-THREE DOLLARS** (\$5,206,063) in lawful money of Canada, payable at par in the City of Calgary, Province of Alberta, with interest on such sum at the rate of zero percent (0%) per annum.
2. Repayment in whole or part of the principle sum or interest thereon shall be subject to the terms and conditions in the Purchase and Sale Agreement dated November 1, 2020, between the Borrower and the Lender and the Terms of Payment in Clause 5.
3. The Lender shall be liable for all costs, expenses and expenditures incurred including, without limitation, the complete legal costs of the Lender incurred by enforcing this Note as a result of any default by the Borrower and such costs will be added to the principal then outstanding and shall be due and payable by the Borrower to the Lender immediately upon demand of the Lender.
4. If any term, covenant, condition or provision of this Note is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Note will in no way be affected, impaired or invalidated as a result.

5. Terms of payment.

- Lender will pay Borrower **ONE MILLION SEVEN HUNDRED THIRTY FIVE THOUSAND THREE HUNDRED FIFTY-FOUR DOLLARS (\$1,735,354)** per annum for 3 years under the terms and conditions of a Right of Use Asset agreement dated November 1st, 2020 (the "ROU"), which is attached hereto as Schedule A.
- Borrower will credit the amounts received under the ROU to the balance of the Note without interest or penalty.
- Upon the Note being repaid in full after the three year term the ROU will continue on a month to month basis for \$1/annum.
- If the Lender files for bankruptcy or causes a lien to be registered against the Assets for non-payment of Municipal or Government fees, then the Note payable shall be reduced to \$1 and the Assets will be surrendered in full to the Borrower as liquidated damages.

IN WITNESS WHEREOF the parties have duly affixed their signatures under seal

DATED as of the 1st day of November, 2020.

Abbey Resources Corp. (Lender)

Optimum Petroleum Services Inc. (Borrower)



Jim Gettis, President

Jim Gettis, President