Form 13-31 (Rule 13-31)

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 PLAN OF COMPROMISE OR ARRANGEMENT OF ABBEY RESOURCES CORP.

NINTH AFFIDAVIT OF JAMES GETTIS

I, James Gettis, of the City of Calgary, in the Province of Alberta, make oath and say as follows:

- 1. I am the President and sole director of Abbey Resources Corp. (the "**Company**"), and as such, I have personal knowledge of the facts and matters hereinafter deposed to, except where stated to be on information and belief, and whereso stated, I verily believe the same to be true.
- 2. Herein, I make reference to certain of my Affidavits previously filed in these proceedings particularly, my Affidavit dated July 13, 2021, (the "First Gettis Affidavit") my affidavit dated July 28, 2021, (the "Third Gettis Affidavit") my affidavit dated August 19, 2021, (the "Fifth Gettis Affidavit"), my Affidavit dated October 1, 2021 (the "Sixth Gettis Affidavit"), my Affidavit dated November 16, 2021 (the "Seventh Gettis Affidavit"), and my Affidavit dated November 23, 2021 (the "Eighth Gettis Affidavit"). Capitalized terms not expressly defined in this Affidavit have the same meanings ascribed to them in the aforementioned Affidavits.
- 3. I make this Affidavit further to the Seventh Gettis Affidavit and in response to developments or express concerns raised subsequent to the swearing of the Seventh Gettis Affidavit.

Update on the Company's Operations

- 4. The Company has continued to carry on its natural gas business and sales operations in the ordinary course since the granting of the Third Extension Order in these proceedings.
- 5. The Company produced averages of 9,404 GJ/day and 7,235 GJ/day of natural gas in November and December of 2021, respectively. The decrease in production for the month of December is attributable to colder than average temperatures occurring throughout that month.

- 6. The Company receipted \$1,332,000 for its November of 2021 natural gas production in late-December of 2021. The Company anticipates that it will receipt \$1,381,000 for December of 2021 natural gas sales on January 25, 2022. Based on the Company's performance and projections for production volumes and natural gas prices, the Company anticipates that it will receipt \$1,668,000 in natural gas sales revenues in late-February for its January of 2022 natural gas sales.
- 7. Projections in the Company's most recent cash flow statement confirm that the Company remains capable of financing its operational and restructuring costs from sales revenues, with no need to liquidate its assets or obtain interim financing. A copy of the Company's cash flow statement is attached as Exhibit "A" to this Affidavit. Revenue projections are based on an AECO Strip pricing forecast obtained from Phoenix Energy Marketing Consultants Inc., a copy of which is attached as Exhibit "B" to this Affidavit.
- 8. Given the expiry of the hedging agreement between Twin Eagle and the Company, and the Pre-Paid Gas Agreement, the Company sought and obtained from Twin Eagle discharges of its registrations of the Twin Eagle Debenture (as is described in paragraph 42 of the First Gettis Affidavit) against the Company's assets. In support of this fact, I am attaching a copy of a Personal Property Registry search results confirming Twin Eagle's discharge of its security as Exhibit "C" to this Affidavit. As the agreements between Twin Eagle and the Company pursuant to which the Company pledged its assets as collateral have been concluded, the Company no longer considers Twin Eagle to be a secured creditor of the Company in any capacity.
- 9. Due to the onset of Winter, the Company has been unable to make progress in addressing the IRIS deficiency notices described at paragraph 8 of the Seventh Gettis Affidavit and paragraphs 8 and 9 of the Eighth Gettis Affidavit. A total of 106 deficiency notices have been addressed out of a total of 241 deficiencies identified by the MOER. A copy of a list of outstanding deficiencies complied by the Company is attached as Exhibit "D" to this Affidavit. The majority of the deficiencies identified cannot be remedied during Winter. The Company will continue to address deficiencies as soon as temperatures will allow in the Spring of 2022.
- 10. Further to paragraphs 45 and 46 of the Seventh Gettis Affidavit, the Company's timeline for the installation of the SWOT Tool units has been postponed until March of 2022 to accommodate a delay in the manufacturing of umbilical cables necessary for the units' operation.
- 11. The Company continues to work in close consultation with the Monitor as it makes progress in its restructuring. The Monitor, the Company, and counsel continue to meet weekly to discuss matters pertaining to the Company's restructuring and operations generally. Since the granting of the Third Extension Order, the Company has worked diligently in close consultation with the Monitor to prepare

a detailed model (which is discussed at length below) forecasting the Company's revenues and expenditures for the 2022 calendar year.

Creditor R.M. Property Taxes

- 12. In paragraph 44 of the Seventh Gettis Affidavit, I indicated that the Company intended to seek this Honourable Court's permission to pay a prorated portion of 2021 property taxes assessed against the Company by the Creditor R.M.s (which do not include the CTK First Nation), corresponding to the period of 2021 following the Company's entry into CCAA proceedings on August 13, 2021.
- 13. Upon reviewing and assessing this matter further with the assistance of its restructuring counsel, the Company is now uncertain as to whether it is lawfully able (or required) to pay any portion of the 2021 property taxes owing to the Creditor R.M.s. In light of this uncertainty, restructuring counsel for the Company sent a letter dated December 14, 2021, to the Creditor R.M.s. advising that the Company no longer intended to seek the Court's permission to pay to the Creditor R.M.s a prorated portion of the 2021 property taxes. A copy of the December 14, 2021, correspondence to the Creditor R.M.s is attached as Exhibit "E" of this Affidavit.
- 14. As is explained in the said December 14, 2021, letter, the Company now intends to make monthly payments to the Creditor R.M.s throughout 2022 towards property taxes assessed against the Company in 2022. Specifically, the Company intends to pay an aggregate amount of \$100,000 to the Creditor R.M.s monthly on a pro-rata basis based on the Company's own estimates of its 2022 tax liability owing to the Creditor R.M.s. Cheques for payments for January of 2022 are being processed and are expected to arrive at each of the Creditor R.M.s by not later than January 31, 2022. The Company intends to make necessary adjustments to pro-rata payment amounts once it has conclusively determined its actual tax liability to the Creditor R.M.s upon its receipt of 2022 tax notices from each of the Creditor R.M.s. Any unpaid balance of municipal taxes owing to the Creditor R.M.s as of December of 2022 will be paid at month-end in December of 2022.

Surface Lease Update

15. The Company's land management contractor, Millennium Land, continues to make steady progress in concluding agreements to amend the Company's surface leases using the same acreage reduction methodology that has previously been utilized as the basis for amending surface leases. As of January 14, 2022, a total of 171 surface leases have been amended since the Company's entry into CCAA proceedings. Agreements in principle have been reached to amend a further 17 surface leases. In other words, since I swore the Seventh Gettis Affidavit, a further 88 surface leases have been amended or are anticipated to be amended shortly. In total, the Company has now amended 1,010 of its 2,665 total surface leases.

- 16. The Company has continued to make annual rental payments to surface rights holders who have entered into amended leasing arrangements both before and after the Company's entry into CCAA proceedings. Subsequent to the Company's entry into CCAA proceedings, rental payments due to certain surface rights holders who had entered into amended leases subsequent to August 13, 2021, were delayed due to technical issues encountered with the Company's land management software. The Company addressed this problem by depositing funds with Millennium Land with instructions to facilitate payment under newly amended leases on the Company's behalf. The Company will continue this practice going forward to ensure that surface rights holders who enter into amended leases are paid promptly.
- 17. I have been advised by Aaron Tait of Millennium Land, and I verily believe it to be true, that payments of rental amounts to certain surface rights holders have been returned on account of the recipient having moved or disposed of his or her interest in leased land without notice to the Company. Fewer than 10 such misdirected cheques have been returned. The Company has instructed Millennium Land to obtain surface titles from the Province of Saskatchewan's Land Titles Registry so as to verify surface title ownership and the appropriate address of the surface rights holders in all instances where surface lease rental payment cheques have been returned.
- 18. Prorated payments for the months of December of 2021 and January of 2022 to Unsigned Lessors whose surface lease anniversary dates fell due after August 13, 2021, are being currently being processed by the Company for distribution to such Unsigned Lessors by not later than the week of January 24 28, 2022.
- 19. In late-November, the Company elected to rely on clauses entitling it to surrender and terminate 243 of its surface leases (the "Terminated Leases") with various freehold surface rights holders by way of written notices of surrender and termination (the "Termination Notices"). The Company determined it was prudent to exercise its right of termination under the surface leases as the 243 wells to which the Terminated Leases pertain were generally unproductive and the surface rights owners who were party to the Terminated Leases had either declined to enter into amended surface leases or had previously indicated an unwillingness to enter into amended surface leases.
- 20. On November 1, 2021, Termination Notices were conveyed by email to the following lessors: DMN AG Ventures Inc., Aldor Farms Ltd., Alpiste International Ltd., Wine Glass Ranch Ltd., Wagner Land Co Ltd., Andjelic Land Inc., Litano Acres Ltd., Debra Kerr, Darrel Kerr, Gordon Jacklin, Gloria Kimber-Jacklin, Ernest Wagner, Lindsay Nobbs, Gary Wagner, and David Nobbs. An additional Termination Notice was conveyed to Kelly Bradford on December 15, 2021. Copies of the Termination Notices are attached, collectively as Exhibit "F" of this Affidavit. On December 3, 2021, Restructuring counsel for the Company sent to the former counsel for Gordon Jacklin and Gloria Kimber-Jacklin a

- correspondence clarifying that certain lease file numbers for leases for those lessors had incorrectly been included in the Termination Notice for those parties.
- 21. The Terminated Leases, all of which were assigned to the Company by Husky or Enerplus, each contained identical general terms and conditions relating to the termination and surrender of leases. Representative samples of leases acquired from both Husky and Enerplus containing the termination provisions appear in Exhibit "D" of the Seventh Gettis Affidavit. Each of the Termination Notices identifies the clauses upon which the Company relied to terminate the Terminated Leases. The Termination Notices clarify that the Company acknowledges that it remains responsible for the decommissioning of wells sited on the formerly leased premises.
- 22. All of the natural gas wells sited on the formerly leased premises to the Terminated Leases have been shut in. The Company is not producing gas from such wells and has no intention of doing so at any point in the future. As the Company's natural gas well site infrastructure remains sited on the lands formerly leased under the Terminated Leases, the Company acknowledges that it has been unable to return vacant possession of such premises to the surface rights holders. To compensate surface rights holders of the Terminated Leases for ongoing occupancy of lands, the Company plans to make payments to such surface rights holders for the lands still occupied by the Company's assets and access paths thereto. Payments made will correspond to the 35% of the leased acreage under each of the Terminated Leases at the rental rate set out in the terminated leases. This percentage was chosen as the Company has, by virtue of its entry into numerous amended leases, determined that on average, it uses slightly under 35% of its leased acreage. The Company does not purport to prejudice, compromise, or extinguish any rights that surface rights holders to the Terminated Leases may have against the Company by making such payments.
- 23. In early-December of 2021, counsel for the MOER sent a correspondence to restructuring counsel for the Company expressing concern regarding the Company's decision to terminate surface leases. The Company's restructuring counsel sent a reply to counsel for the MOER setting out the Company's position on December 7, 2021. Communications between counsel for the MOER and the Company's restructuring counsel concerning the termination of surface leases are attached, collectively, as Exhibit "G" of this Affidavit. On December 4, 2021, Wayne Pederson, Q.C., counsel for various surface rights holders, sent a correspondence, a copy of which is attached as Exhibit "H" of this Affidavit, registering his clients' position concerning the status of lease termination. On December 8, 2021, counsel for Andjelic Land Inc. sent a correspondence registering that party's position concerning the status of surface lease termination. Communications between counsel for Andjelic Land Inc. and restructuring counsel for the Company are appended, collectively, to this Affidavit as Exhibit "I" thereto.
- 24. On January 14, 2022, the Company's restructuring counsel sent to counsel for Gordon Jacklin and Gloria Kimber-Jacklin an email proposing that the Company and those parties enter into novel surface

leases with the Company to address the Company's need for ongoing access for the purpose of decommissioning. The Company's proposal involved reducing rented acreage under the original leases in the same manner implemented by the Company in its amended leases with other surface rights holders. A copy of the email containing the proposal Gordon Jacklin and Gloria Kimber-Jacklin is attached as Exhibit "J" of this Affidavit. On January 17, 2021, the Company's restructuring counsel sent an email containing a similar proposal to counsel for Andjelic Land Inc. A copy of the email containing the proposal to Andjelic Land Inc. is attached as Exhibit "K" of this Affidavit. I note that both proposals indicated that, in the event that the Company was mistaken and that the surface leases in question had not been terminated at law, it would likely be necessary for the company to take steps to disclaim such leases under section 32 of the CCAA if it was not possible for the parties to come to a leasing agreement on the reduced-acreage basis.

Probable Disclaimer of Surface Leases

- 25. The Company has determined that it will ultimately be necessary for it to seek to disclaim surface leases under section 32 of the CCAA in respect of surface leases between itself and certain of the Unsigned Lessors. As is discussed below, the Company's internal analysis shows that it will be unable to implement its restructuring plan if continues to pay un-amended surface leases at their original rental rates. Though the Company continues to make steady progress as it works to amend its surface leases, the Company wishes to take steps to expedite the resolution of outstanding issues concerning the status of the un-amended leases.
- 26. The Company, therefore, intends to contact all Unsigned Lessors by not later than the week of January 31, 2022, to February 4, 2022, to provide advance notice of the Company's intention to rely on disclaimer for surface leases that it is not able to amend. The Company intends to provide the Unsigned Lessors with the option to indicate to the Company whether or not they are amenable to entering into amended surface leases by a deadline to be determined. The Company will likely proceed to serve disclaimer notices on Unsigned Lessors who either decline to respond to the Company or indicate that they are unwilling to enter into an amended leasing arrangement. Amended lease agreements will be prepared as expeditiously as is practical for Unsigned Lessors who indicate that they are amenable to entering into an amended lease.
- 27. In the event of disclaimer, the Company intends to seek relief pursuant to section 11 of the CCAA that would address issues arising from the ongoing occupancy of formerly leased property and the Company's need to access such lands for the purpose of decommissioning. Accordingly, the Company anticipates that it will seek an Order (the "Occupancy Order") under section 11 of the CCAA that would:

- require that the Company pay surface rights holders compensation for occupancy corresponding to the rental rate under the un-amended surface lease at 35% of the original leased acreage (i.e. the leased area in actual use by the Company);
- ii. entitle the Company to access to well sites for the purpose of decommissioning or to perform any interim repairs or maintenance necessary to protect persons, property, or the environment;
- iii. require the Company to adhere to its obligations to decommission and reclaim all well sites.
- 28. The Company intends to shut in all natural gas wells sited on disclaimed surfaces leases. No natural gas production will occur on these well sites between the effective date of disclaimer and decommissioning of the wells.

CTK First Nation Matters

- 29. Further to paragraph 14 of the Eighth Gettis Affidavit, the Company remains in discussions with the CTK First Nation concerning the possibility of ongoing business relations and, in the event of the termination of business relations, the Company's anticipated timeline for the decommissioning and reclamation of the 100 CTK Wells. To this end, on December 9, 2021, the Company and its restructuring counsel met with representatives from the CTK First Nation, IOGC, as well counsel for both entities. At that time, the Company committed to preparing a proposal for a solution that would enable the Company to continue to produce natural gas from the wells sited on the CTK First Nation's lands.
- 30. On January 7, 2022, the Company conveyed a proposal to the CTK First Nation for an arrangement that would enable it to continue to carry on business with the Band. As the Company remains in commercially sensitive discussions with the CTK First Nation, the proposal (which has been shared with IOGC, the Monitor, and MOER), has been deliberately omitted from this Affidavit. I note, however, that the proposal conveyed to the CTK First Nation gave advance notice that the Company would likely seek to disclaim the surface leases between itself and the CTK First Nation in the event that the parties are unable to reach an agreement.
- 31. The Company understands and acknowledges that, even if it disclaims the surface leases between itself and the CTK First Nation, it will remain under an obligation to attend to decommissioning and reclamation at such well sites.
- 32. The Company has determined that it is obligated to pay property taxes assessed against it by the CTK First Nation for 2021 and that such taxes do not constitute pre-filing obligations. The Company's restructuring counsel has reviewed the *Carry the Kettle First Nation Property Assessment & Taxation By-Law No. 1-2003* (the "CTK Tax By-Law"), applicable legislation and regulations, and a memorandum of law prepared by legal counsel for the CTK First Nation. Copies of an excerpt of the

relevant portion of the CTK Tax By-Law and the memorandum of law are attached, collectively, as Exhibit "L" of this Affidavit. Upon determining that the whole of the 2021 property taxes assessed by the CTK First Nation are properly classified as post-filing claims, restructuring counsel for the Company informed the Monitor of its intention to pay such taxes without obtaining a Court Order approving payment on December 13, 2021. The Monitor has not contacted the Company to advise of any specific concerns regarding the Company's plan to pay 2021 property taxes to the CTK First Nation. For greater certainty, the Company does not purport to have obtained the Monitor's authorization or approval of its plan to make such payment.

- 33. Restructuring counsel for the Company contacted counsel for the CTK First Nation in December of 2021 to confirm that the Company intended to pay 2021 property taxes. The Company has solicited but not yet received instructions for the manner of payment and the 2021 Tax Notice from the CTK First Nation. Full payment of the 2021 property taxes will be paid as soon as the Company receives the 2021 Tax Notice and confirmation of manner of payment instructions.
- 34. The Company is in the process of preparing prorated payments for surface lease rentals to the CTK First Nation for surface leases with anniversary dates that have fallen due in December of 2021 and January of 2022. The company intends to send such payments to the CKT First Nation by not later than the week of January 24 to January 28, 2022. The Company intends to make full payments for production royalties and mineral lease rentals in the ordinary course of business.

Pipeline Risk Assessment Analysis

- 35. Further to paragraphs 26 through to 28 of the Seventh Gettis Affidavit, the Company continued to work closely with Bob Prieston, P.Eng of Explore Inc. to complete the Risk Assessment Analysis in late-November and early-December of 2021. The Risk Assessment Analysis was completed and conveyed to the MOER on December 6, 2021. I am attaching a copy of the Risk Assessment Analysis and the cover letter under which it was conveyed to MOER, collectively, as Exhibit "**M**" of this Affidavit. The MOER has not contacted the Company with any follow-up questions or to provide the Company with any remarks concerning the Risk Assessment Analysis.
- 36. The Company has continued to work with Mr. Prieston to prepare a Pipeline Operating Maintenance Manual (the "**POMM**"). A draft of the POMM is substantially complete; the Company anticipates that Explore Inc. will finalize the POMM and that the same will be conveyed to MOER during the week of January 24 to January 28, 2022.

Restructuring Plan and 2022 Forecast

37. The Company has continued to update, add detail, and finalize the 2022 budget forecast described at paragraph 42 of the Seventh Gettis Affidavit. I am attaching a copy of the most recent iteration of the

- 2022 budget forecast (the "2022 Forecast") as Exhibit "N" of this Affidavit. The Company plans to offer represented key stakeholders the opportunity to attend a virtual meeting to discuss the 2022 Forecast and matters relating to the Company's restructuring plan during the week of January 24 28, 2022.
- 38. In brief, the Company's restructuring plan involves it allocating available cash flow generated from natural gas sales towards capital projects and the decommissioning of shut in wells. Both of these endeavours will materially advance the Company's economic viability on a go-forward basis as the planned capital projects are projected to increase natural gas production and decommissioning will permanently reduce fixed costs. Surplus cash flows made available from increases in efficiencies will be allocated towards a fund constituted for the benefit of the Company's creditors under a plan of arrangement, which will likely involve distributions to creditors to retire compromised indebtedness over a multi-year term.

2022 Forecast

- 39. The Company has worked diligently to prepare the 2022 Forecast since the Third Extension Application in these proceedings. The 2022 Forecast was prepared in close consultation with the Monitor. For greater certainty, the Company does not purport to have obtained the Monitor's approval, endorsement, audit, or independent verification of any of the figures in the 2022 Forecast.
- 40. The 2022 Forecast comprehensively details all of the Company's anticipated receipts and expenditures throughout the 2022 calendar year. Receipts projected in the 2022 Forecast are based on the Company's internal estimates for anticipated natural gas production throughout 2022 and AECO Strip projections obtained from Phoenix Energy Marketing Consultants Inc. Production figures do not include potential increases that may result from the installation of SWOT Tools. Where possible, projected expenditures are calculated using specific figures for the actual costs the Company knows it will incur. Other expenditures are based on the Company's own internal estimates of costs.
- 41. The notes appended to the 2022 Forecast speak to assumptions relied on in the 2022 Forecast's completion. I highlight the following notable assumptions:
 - it is assumed that the Company will succeed in its plan to either amend or disclaim all unamended surface leases and to implement the Occupancy Order;
 - ii. cost increases due to inflation or shortages will not exceed the following amounts:
 - a) fuel 20%
 - b) electricity 10%
 - c) chemical treatments 10%

- iii. the company's pipeline liner installation project and White Bear tie-in project (both of which are discussed below) will yield production increases of 600 GJ/Day and 1,000 GJ/day, respectively.
- 42. The Company now projects that its free cash flow, or field level operating income, will amount to approximately \$3,800,000 for 2022. This is the figure that will be available throughout 2022 to allocate towards restructuring costs, decommissioning costs, capital projects, and head office overhead. Factoring in all anticipated expenditures, the Company anticipates net income throughout 2022 of \$135,200 and cash holdings of approximately \$1,400,000 at the end of 2022.
- 43. At paragraph 42 of the Seventh Gettis Affidavit, I had indicated that the preliminary forecast prepared as of that time showed aggregate 2022 free cash flow in the approximate amount of \$5,000,000. As stated above, the current 2022 Forecast shows free cash flow in the amount of \$3,800,000. There are several reasons for this discrepancy. First, the projections prepared by the Company in November of 2021 assumed an average natural gas price of \$4.26 throughout 2022. This figure was based on 2022 pricing forecasts as of November of 2021. Average forecasted 2022 prices have decreased somewhat in the past two months, such that the current average 2022 natural gas price relied on in the 2022 Forecast is now fixed at \$3.76 in the 2022 Forecast. Second, extremely cold weather reduced the Company's natural gas production below projected levels for much of December of 2021 and early January of 2022. Third, projected total operating expenditures increased as the Company prepared more detailed projections for numerous individual operating costs for 2022.
- 44. The 2022 Forecast is a "base case" i.e. the expected case that the Company deems most likely to occur model. The 2022 Forecast remains subject to change upon the occurrence of any of the following: significant fluctuations in natural gas prices, the termination of the business relationship between the CTK First Nation and the Company, the company being unsuccessful in promptly amending or disclaiming all remaining un-amended surface leases, cost overruns in the Company's decommissioning or pipeline risk abatement projects, or other unforeseen contingencies. The Company intends to update the 2022 Forecast regularly in consultation with the Monitor.
- 45. The Company has adapted the 2022 Forecast to model other hypothetical scenarios specifically, models showing: a forecast under a scenario where the Company loses production from the 100 wells sited on the CTK First Nation's lands; and, a forecast under a scenario where the Company is unsuccessful in amending or disclaiming any further surface leases (i.e. a scenario wherein the Company is required to pay all un-amended surface leases as of the time of modelling at their full, original rates). I am attaching a table comparing the forecasts prepared by the Company (the "Forecast Comparison Summary") as Exhibit "O" of this Affidavit.

- 46. The rightmost column of the Forecast Comparison Summary summarizes the forecast under the scenario involving no further reductions to the Company's surface lease rental amounts. Under this scenario, the Company projects total expenditures of \$3,719,000 to its lessors, contrasted with \$2,100,000 under the base 2022 Forecast. Incurring a total of \$3,719,000 in lease expenditures would leave the Company with a cash shortfall of approximately (\$240,000) by year-end. As the Company does not anticipate that it would be able to obtain financing to address a cash shortfall, continuing to pay surface lease rentals at their original, un-amended amount would necessitate reducing expenditures on the capital projects particularly, decommissioning integral to the Company's restructuring plan.
- 47. The second rightmost column of the Forecast Comparison Summary shows a scenario wherein the Company ceases to operate the 100 CTK First Nation wells. Though the Company projects that total natural gas production would decrease by approximately 1,250 GJ/day due to the loss of the CTK First Nation wells, reductions in costs from ceasing operations mean total losses to field operating income are only projected to amount to approximately \$250,000 below the projections set out in the base case scenario in the 2022 Forecast.

Pipeline Liner Project

- 48. With the assistance of Mr. Prieston, the Company has formulated a plan to mitigate pipeline risks identified in the Risk Assessment Analysis. In brief, the Company's plan involves the installation of plastic liners in pipelines identified as "high risk" or "very high risk" in the Risk Assessment Analysis. The Company will prioritize the installation of liners in "very high risk" pipelines and in pipelines in which liner installation is estimated to result in the highest incremental increases of natural gas production. The Company anticipates that it will be able to begin installation of liners in the Spring of 2022 and carry through to October of 2022.
- 49. The Company projects that installation of the pipeline liners will result in net increases in average natural gas production. Production is anticipated to increase incrementally at an average rate of approximately 100 GJ/day *per* month as pipeline liners are installed. Once completed, the Company's pipeline liner project is projected to increase total natural gas production by an average of 600 GJ/day. The cost for the liner installation project is estimated at \$680,000.

White Bear Project

50. A gas plant operated by the Company in the vicinity of White Bear, Saskatchewan is currently suspended as the Company is unable to dispose of wastewater at that site economically. The Company plans to install a pipeline segment between the White Bear gas plant and a wastewater disposal facility located in the vicinity. The Company estimates that the capital cost of the White Bear project will amount

to \$175,000. Once completed in July of 2022, resuming operations at the gas plant in question should increase production by approximately 1,000 GJ/day.

Decommissioning Project

- 51. At present, 959 of the Company's wells are not producing and are not suitable for re-activation. The Company plans to abandon these wells over a five-year period.
- 52. In paragraphs 50 through 53 of the Seventh Gettis Affidavit, I had indicated that the Company planned to begin the process of decommissioning up to 600 wells in 2022. Given the decreased projection of the Company's field operating income for 2022, the Company now plans to begin the process of decommissioning 238 wells in 2022. As was discussed in the Seventh Gettis Affidavit, the Company intends to begin the process of decommissioning by first attending to downhole abandonment in 2022. The Company may increase the number of wells abandoned downhole if its cash flows will support the expansion of its decommissioning project.
- 53. Wells that have been abandoned downhole in 2022 will be cut and capped in 2023, with the surface being reclaimed in 2023 and onwards. The Company intends to continue downhole abandonment on at least 240 additional wells each year between 2023 and 2025, such that all 959 of its inactive wells are abandoned downhole by 2025. The Company intends to arrange for cutting and capping of wells abandoned downhole in the year following their downhole abandonment.
- 54. The Company's decommissioning plans may be subject to further modification under the following circumstances:
 - if sales revenues increase significantly from expanded production or a sustained increase in natural gas prices, the Company may seek to use surplus available cash to accelerate the pace of decommissioning; or
 - ii. if the Company is unsuccessful in concluding an alternative arrangement that would enable it to continue to operate the 100 wells sited on the CTK First Nation's lands. In that event, it may be necessary to modify the Company's decommissioning plans for 2022 to accommodate downhole abandonment and potentially cutting and capping at the 100 CTK First Nation wells, assuming it is possible to do the same given the short window in which it is possible to attend to decommissioning tasks at those well sites in any given year.

Future Fixed-Cost Reductions

55. For three reasons, the Company projects that certain of its fixed costs will decrease as it completes the decommissioning and reclamation of its abandoned wells. First, the municipal taxes assessed against

the Company decrease both following downhole abandonment and cutting and capping. The Company projects that completing downhole abandonments to 238 wells in 2022 will result in an approximate 10% reduction (or approximately \$120,000) in total property taxes owing to municipal taxing authorities in 2023.

- 56. Second, the company will cease to pay well levies on wells abandoned downhole. The Company projects that complete downhole abandonments to 238 wells in 2022 will result in an approximate 10% in total well levies payable by the Company in 2023.
- 57. Third, under both the amended surface leases and the provisions of the Company's planned Occupancy Order, the costs for occupancy following cutting and capping (after which point, former well sites will generally be available for re-occupancy and use by landowners) will be reduced to \$250.00 per surface lease until the completion of reclamation. Assuming average annual rentals of \$800.00 per well on a reduced-acreage basis, the Company estimates that cutting and capping 238 wells in 2023 should result in approximately \$140,000 of savings in occupancy costs in 2024. Occupancy costs will be reduced upon receipt of an Acknowledgement of Reclamation Certificate from MOER, after which point the Company will no longer be under any obligation to pay any regular compensation to surface rights holders.

Plan of Arrangement

- 58. The Company and its restructuring counsel are currently formulating a plan of arrangement (the "**Proposal**") to put forward to its creditors pursuant to Part 1 of the CCAA. The Proposal is not yet ready to submit to the Company's creditors, as the Company has not yet had the opportunity to engage in discussions with its stakeholders concerning the Proposal.
- 59. Presuming that this Honourable Court should grant the Company a further extension in these proceedings, it would be the Company's intention to begin discussions concerning the Proposal with its stakeholders and the Monitor in February of 2022. At minimum, such discussions will include consultation with the MOER, the Creditor R.M.s, the CTK First Nation, and freehold surface rights holders who are represented by counsel. Given the number of unrepresented freehold surface rights holders, the extent to which it is feasible for the Company to engage and consult with such parties has not yet been determined.
- 60. The Company is mindful that it may not be possible to compromise certain monetary demands made of it by the MOER. The Company intends to work with counsel for the MOER to determine which, monetary demands, if any, of the MOER cannot be subject to compromise and may require special treatment under the Proposal.

- 61. The Company wishes to put forward the Proposal to its creditors by the Spring of 2022 with the intention of holding a vote on the Proposal by early-Summer of 2022. Ultimately, the Company hopes to bring forward an application for an Order sanctioning its Proposal (presuming it is approved by the requisite majorities of its classes of creditors) by August of 2022 at the latest.
- 62. Thus far, the Company has identified three potential general schemes for its Proposal that it believes may be viable:
 - i. the Company may seek a fixed compromise on its debts and propose to make distributions to its creditors over a term of several years until such compromised debts have been discharged. Under this scheme, the Company's creditors would receive a pre-determined amount based on a compromised value of their claim, regardless of the Company's performance or market conditions for natural gas;
 - ii. the Company would seek a variable compromise on its debts, tied to an objective metric, such as the price of natural gas or the Company's field operating income. This would likely entail claims being fixed at a base amount, with additional amounts to be paid out based on the Company's performance following specified periods. This Proposal would similarly involve distributions occurring over a multi-year term;
 - the Company may seek to grant creditors who would not be prohibited by law from receiving a distribution of the Company's securities with the option of converting all or a portion of their claims in debt against the Company into equity in the Company. Creditors who are not legally able to accept a distribution of securities in the Company or who decline to exercise an option to take equity in the Company would have their claims in debt compromised on a fixed or variable basis and would receive distributions over a multi-year term. Whether the Company ultimately incorporates a debt-to-equity conversion option in the Proposal will likely depend on the perceived desire for such an option on behalf of certain of the Company's creditors principally, freehold surface rights holders with significant claims for rental arrears.
- 63. In addition to the requirements mandated by section 6 of the CCAA, the Company anticipates that any Proposal it proffers would involve the following terms:
 - i. mandatory reporting and disclosure obligations by the Company to the Monitor;
 - ii. a binding obligation on the Company to attend to the decommissioning and reclamation of its abandoned well-sites; and
 - iii. prohibitions or controls on the transfer of the company's assets out of the ordinary course of business.

- 64. Distributions to creditors under the Proposal will likely begin in 2023. For several reasons, any Proposal put forward by the Company will necessarily involve payment of debts owing to the Company's creditors over a term of several years, as opposed to payment of a lump sum shortly following certification of the Proposal. First, as is discussed above, the Company's restructuring plan will require it to allocate a significant portion of its free cash flow towards the costs of decommissioning and reclamation. Allocating too great a portion of the Company's cash flow towards the Company's pre-filing debts early on over the course of a multi-year restructuring would diminish the overall available funds to the Company's creditors by decreasing the rate of reduction of the Company's future property tax liabilities.
- 65. Second, the Company has limited means by which to generate cash in the near-term, outside of the sale of natural gas in the ordinary course of its business. It is unlikely that the Proposal will involve refinancing on a sale or funding derived from the sale of any of the Company's productive assets. Given its decommissioning liabilities, the Company does not anticipate that its assets will serve as valuable security for any conventional or unconventional lender. Accordingly, it does not believe a financing transaction is possible at a sustainable interest rate. The Company does not consider the sale of any of its operational assets to be feasible at this time given the probable need for any purchaser to furnish a significant deposit to the MOER to address a probable Licensee Reliability Rating deficiency that would result from such sale. In other words, the Company does not believe it is in a position to capitalize on its existing assets or prospective future income to generate cash for the purpose of funding a distribution to its creditors upon the Court's sanctioning of its Proposal.
- 66. Given that the Company's creditors number in the hundreds, distributions to creditors under the Proposal will likely occur no more frequently than annually, so as to reduce the administrative burden and professional costs associated with distributions.

[Space Intentionally Left Blank - Execution to Follow on Next Page]

67. I make this Affidavit in support of the Company's Application for a Fourth Extension Order and other relief under the CCAA and for no other or improper purpose.

SWORN before me at the City of
Calgary, in the Province of
Alberta, this 21 st day of

January, 2022.

A Commissioner for Oaths for

the Province of Alberta
My appointment expires:

Or Being a Solicitor

James Gettis

CONTACT INFORMATION AND ADDRESS FOR SERVICE

Name of Firm:

DLA PIPER (CANADA) LLP

Name of lawyer in charge of file:

Jerritt R. Pawlyk / Kevin Hoy

Address of legal firm:

Suite 2700

10220 - 103rd Ave NW Edmonton, AB T5J 0K4

Telephone number:

780.429.6835

Facsimile:

780.670.4329

Email:

jerritt.pawlyk@dlapiper.com / kevin.hoy@dlapiper.com

THIS IS EXHIBIT "A" referred to in the Affidavit of **Jim Gettis** SWORN BEFORE ME this <u>21st</u> day of <u>January</u>, 2022.

A COMMISSIONER FOR OATHS in and for the Province of Alberta.

ABBEY RESOURCES CORP Statement of Weekly Projected Cash Flow For the period from January 9, 2022 to April 15, 2022

Court No.: 733 of 2021 Estate No.: 23-035247

		FOR	ECAST													
			1	2	3	4	. 5	6	7	8	9	10	11	12	13	1
	Not	.es v	veek 23	week 24	week 25	week 26	week 27	week 28	week 29	week 30	week 31	week 32	week 33	week 34	week 35	Forecast
	Week of	1/	16/2022	1/23/2022	1/30/2022	2/6/2022	2/13/2022	2/20/2022	2/27/2022	3/6/2022	3/13/2022	3/20/2022	3/27/2022	4/3/2022	4/10/2022	Total
Opening Balance	1	. \$	770,940	\$ 746,940	\$ 1,695,778	\$ 785,960	\$ 749,736	\$ 730,736	\$ 2,014,959	\$ 1,525,581	\$ 1,352,994	\$ 1,313,771	\$ 2,029,732	\$ 1,540,355	\$ 1,367,767	\$ 770,940
1																
Cash inflows																
Operated Revenue (Less Marketing Fees)	2			1,381,050				1,667,957				1,060,681				4,109,687
Gas Buy Back (Prepaid Gas Volumes)	3															0
Royalties	4		(5,000)	(96,674)				(113,272)				(69,257)			(5,000)	-289,203
Shop and Yard Rental to third party	5									3,413				3,413		6,825
Total inflows		\$	(5,000)	\$ 1,284,376	\$ -	\$ -	\$ -	\$ 1,554,685	\$ -	\$ 3,413	\$ -	\$ 991,424	\$ -	\$ 3,413	\$ (5,000)	\$ 3,827,309
Cash outflows																
Transportation	6			97,150				97,150				97,150				291,450
Field Operators	7			65,000	65,000			65,000	65,000			65,000				390,000
Field Operating costs - COD payment	8			10,000	275,000			10,000	275,000			10,000				855,000
Field Operating costs - auto debit	9		8,000	7,000	517		8,000		15,000		8,000				8,000	83,517
Lease Rentals (Freehold Surface) - amended executed lease prior to August 13, 2021	10)	-,	25,000			-,	25,000			-,	25,000			2,222	75,000
Lease Rentals (Freehold Surface) - amended lease still to be executed	11											,				0
Lease Rentals (Crown Surface and Mineral)	24			55,000				5,000				10,000				70,000
Lease Rentals (CTK Surface and Mineral)	25			,				-,				,				0
Property tax	28				190,000				100,000				100,000			390,000
Insurance / Vehicle Lease	12				3,154				3,154				3,154			9,462
Contingency	13		10.000	10.000	10,000		10.000	10,000	10,000	10.000	10,000	10.000		10,000	10.000	130,000
Total Field Operations & Related		\$	-,	\$ 269,150			-,	-,	-,	-,	-,		-,		-,	\$ 2,294,429
					, , , , ,	, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	, , , , , ,	, , , , ,	,	, ,,,,,,,			, ,,,,,	, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	. , , , ,
Payroll (Field Staff)	14	1		20,223		20,223			20,223		20,223		20,223		20,223	121,339
Contract Fees (Calgary Staff)	15	ذ		45,165				45,165				45,165				135,495
Life Insurance and Health Benefits	16	ز			2,647			2,647				2,647				7,942
Calgary Office Rent	17	1			2,000			2,000				2,000				6,000
Software	26	ز				5,000				5,000				5,000		15,000
Office Supplies, Postage, Bank Service Charge, etc.	18	ś			500			500				500				1,500
Contingency	19	,	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	13,000
Total Office & Related		\$	1,000	\$ 66,388	\$ 6,147	\$ 26,223	\$ 1,000	\$ 51,312	\$ 21,223	\$ 6,000	\$ 21,223	\$ 51,312	\$ 21,223	\$ 6,000	\$ 21,223	\$ 300,276
		_														_
SWOT Units	27															0
Well Head Shelters	20															0
Disposal Well (Drill,Complete,Tie-in)	21				200,000									_	_	200,000
Total Other		\$	-	\$ -	\$ 200,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 200,000
Restructuring Costs (Trustee and Legal)	22	2			160,000					160,000				160,000		480,000
Total Other		\$	-	\$ -	\$ 160,000	\$ -	\$ -	\$ -	\$ -	\$ 160,000	\$ -	\$ -	\$ -	\$ 160,000	\$ -	\$ 480,000
Total outflows		<u> </u>	19 000	\$ 335,538	\$ 909.818	\$ 36,223	\$ 19,000	\$ 270.462	\$ 489 377	\$ 176,000	\$ 39.222	\$ 275.462	\$ 489 377	\$ 176,000	\$ 39 222	\$ 3.274.705
												,	,,	, ,,,,,,	, , ,	
Subtotal			746,940	\$ 1,695,778	\$ 785,960	\$ 749,736	\$ 730,736	\$ 2,014,959	\$ 1,525,581	\$ 1,352,994	\$ 1,313,771	\$ 2,029,732	\$ 1,540,355	\$ 1,367,767	\$ 1,323,544	\$ 1,323,544
True- up of Cash Balances due to actuals	23															
Closing Balance		\$	746,940	\$ 1,695,778	\$ 785,960	\$ 749,736	\$ 730,736	\$ 2,014,959	\$ 1,525,581	\$ 1,352,994	\$ 1,313,771	\$ 2,029,732	\$ 1,540,355	\$ 1,367,767	\$ 1,323,544	\$ 1,323,544

Purpose:

The Statement of Projected Cash Flow has been prepared by the Company's management pursuant to Section 10 (2)(a) of the Companies' Creditors Arrangement Act (the "CCAA"). It is being filed specifically for the purposes contemplated in that section and readers are cautioned that it may not be appropriate for other purposes.

In addition, the Statement of Projected Cash Flow has been prepared based on assumptions regarding future events, therefore actual results may vary from the estimates presented herein and these variances may be material.

Abbey Resources Corp	MNP Ltd. in its capacity as Monitor under the Companies' Creditor Arrangement Act for Abbey Resources Corp and not in its personal capacity
Per: lim Gettis	Per: Victor P. Kroeger

President Senior Vice President

ABBEY RESOURCES CORP Statement of Weekly Projected Cash Flow For the period from January 9, 2022 to April 15, 2022

Court No.: 733 of 2021 Estate No.: 23-035247

General Notes & Assumptions

Amounts are represented in Canadian dollars

These projections are being prepared as part of the third extension of Abbey Resources estimated to end on February 28, 2022.

Specific Notes & Assumptions

- 1 Opening cash balance, August 13, 2021
- Estimated revenue Week 15 (10,648 GJ/d at \$3.00 per GJ), Week 19 (10,000 GJ/d at \$4.094 per GJ), Week 24 (10,000 GJ/d at \$4.455 per GJ), Week 28 (9,540 GJ/d at \$5.54 per GJ), Week 32 (6,789 GJ/d at \$5.58 per GJ), Volumes estimated to reduce in Week 28 and 32 due to colder weather and pipelines freezing
- 3 Prepaid Gas Volume buyback (netted from Gas Settlement Statement) This ends October 31, 2021 Production Month
- 4 Crown Royalties are current and are auto-debit, all other Royalties will be paid starting August 13, 2021.
- 5 Monthly Shop and Yard Rental to third party
- 6 Monthly Gas Transportation on Transgas (netted from Gas Settlement Statement)
- 7 Field Contract Operators paid on an hourly rate, estimated 2 week period per pay period
- 8 Essential Services for Field Operations includes Production Costs, Chemicals & Treatments, Safety & Environmental, Maintenance & Repairs and Trucking and Labour costs
- 9 Operating Expenses that are Auto-debit to the account (Intercom, Saskpower, Sasktel, Shaw, Xplornet)
- 10 Annual Surface Lease Rentals for the executed lease agreements based on area utilized (amendment executed before August 13, 2021)
- 11 Annual Surface Lease Rentals (amendment still to be executed by freehold surface rights owner; payments prorated from surface lease anniversary date to February 28, 2022)
- 24 Annual Crown lease rentals (payments based on annual \$306,000, average monthly estimate of \$25,500, subject to forthcoming confirmation from the Crown) and mineral leases
- 25 Annual Carry the Kettle lease rentals (payments prorated from surface lease anniversary date to February 28, 2022) and mineral leases
- 28 Payment of 2021 property taxes prorated between August 13, 2021 and December 31, 2021. \$100,000 per month payments made on a pro-rata basis will begin January 2022 amd continue until prorated 2021 property taxes are paid in full.
- 12 Field Vehicle Lease (Auto-debit to the account), Annual Corporate Insurance was agreed to be paid over 3 months (Week 7, Week 12, Week 16) Forecast has been updated to reflect the agreement
- 13 Contingency for Miscellaneous Operating Expenses
- 14 Salary and Wages for Field Employees (Payroll service utilized- 2 week pay period)
- 15 Calgary Staff Administration / Management
- 16 Life Insurance and Healh Benefits (Auto-debit to the account)
- 17 Calgary Office Rent (monthly rent paid when invoiced)
- 26 Calgary Office (Accounting, Land Software)
- 18 Calgary Office Expense (Supplies, Postage, Courier, Bank Service Charge)
- 19 Contingency for Miscellaneous Calgary Office Expenses
- 27 SWOT Units (2 Units installed to validate an increase in production volumes)
- 20 Well Head Shelters
- 21 Disposal well (drill, complete, tie-in), existing disposal well no longer viable, April 2022 Tie-In \$100,000
- 22 Restructuring costs for Trustee and Legal (MNP, MNP Legal, DLA Piper, Anderson and Company)
- 23 True-up of actuals to estimates on cash balance projections. Cash opening and closing balance are reflective of actual cash available.

Abbey Resources Corp	MNP Ltd. in its capacity as Monitor under the Companies' Creditor Arrangement Ac for Abbey Resources Corp and not in its personal capacity
Per: Jim Gettis	Per: Victor P. Kroeger Senior Vice President

THIS IS EXHIBIT "B" referred to in the Affidavit of **Jim Gettis** SWORN BEFORE ME this <u>21st</u> day of <u>January</u>, 2022.

A COMMISSIONER FOR OATHS in and

for the Province of Alberta.



PHOENIX ENERGY MARKETING CONSULTANTS INC. REAL-TIME AECO FIXED PRICE FORWARD PRICE MODEL

January 12, 2022 2022-01-12 9:25

Contract	Mo./Yr.	Days/Mo.	NYMEX Bid	Basis Mid Pt	Bid/Mid Sprd	Basis Bid	AECO	FX Market Ask	Bank FX Offer	AECO BID	Quarterly Average	Winter	Sum	mer-22
		12	(U.S.\$/MMBtu)	(U.S.\$/MMBtu)	(U.S.\$/MMBtu)	(U.S.\$/MMBtu)	(U.S.\$/MMBtu)	(U.S.\$/Can.\$1.00)	(U.S.\$/Can.\$1.00)	(Can.\$/GJ)	(Can.\$/GJ)	(Can.\$/GJ)	(Car	n.\$/GJ)
QNGG22	Feb 22	28	4.653	-0.6100	-0.0225	-0.6325	4.0205	0.79955	0.8026	4.748		\$ 4.28	\$	3.44
QNGH22	Mar 22	31	4.191	-0.9000	-0.0200	-0.9200	3.2710	0.79945	0.8025	3.864				
QNGJ22	Apr 22	30	4.051	-0.9750	-0.0950	-1.0700	2.9810	0.80200	0.8050	3.510	\$ 4.02			
QNGK22	May 22	31	4.051	-1.1191	-0.0100	-1.1291	2.9219	0.80200	0.8050	3.440				
QNGM22	Jun 22	30	4.096	-1.1466	-0.0100	-1.1566	2.9394	0.79820	0.8012	3.477				
QNGN22	Jul 22	31	4.148	-1.1916	-0.0100	-1.2016	2.9464	0.79750	0.8005	3.489	\$ 3.47			
QNGQ22	Aug 22	31	4.154	-1.3541	-0.0100	-1.3641	2.7899	0.79730	0.8003	3.304				
QNGU22	Sep 22	30	4.134	-1.2816	-0.0100	-1.2916	2.8424	0.79730	0.8003	3.366				
QNGV22	Oct 22	31	4.161	-1.2041	-0.0100	-1.2141	2.9469	0.79730	0.8003	3.490	\$ 3.39			
QNGX22	Nov 22	30	4.240	-1.1020	-0.0100	-1.1120	3.1280	0.79730	0.8003	3.705				
QNGZ22	Dec 22	31	4.407	-1.0571	-0.0100	-1.0671	3.3399	0.79730	0.8003	3.956				
QNGF23	Jan 23	31	4.502	-1.0396	-0.0100	-1.0496	3.4524	0.79730	0.8003	4.089	\$ 3.92			
QNGG23	Feb 23	28	4.370	-0.9821	-0.0100	-0.9921	3.3779	0.79730	0.8003	4.001				
Average	2	10	4.232	-1.0741	-0.0183	-1.0923	3.1506	0.79845	0.8014	3.718	2022-01-12 9:25			
NOTES:														
(1) For information purpo	ses only. No warrant	ies expressed	or implied.											
	eses only. No warrant		or implied.		-0.0183	-1.0923	3.1506	0.79845	0.8014	3.718	2022-01-12	9:25	9:25	9:25

THIS IS EXHIBIT "C" referred to in Affidavit the Jim **Gettis** of SWORN BEFORE ME this 21st day of January, 2022.

A COMMISSIONER FOR OATHS in and

for the Province of Alberta.



PPSA Discharge Registration Confirmation - Saskatchewan

Original Registration Number: 301520308 New Registration Number: 301520308

Registration Type

Personal Property Security Agreement

Confirmation Debtor Name (Business)

Abbey Resources Corp.

Transaction Description

Client Reference Number: 301520308

Registrant Information

Name of Registrant	Address
	4500 Bankers Hall East
Rennett Jones LLP	855 2 Street SW Calgary, AB CA
	T2P 4K7

Reference: 67943-4 Prepared by: Corrin Roadhouse Saved and Printed on:
Docket: M. Ollivier/cr Transaction ID: 372144320 December 16, 2021 15:34

THIS IS EXHIBIT "**D**" referred to in the Affidavit of **Jim Gettis** SWORN BEFORE ME this <u>21st</u> day of <u>January</u>, 2022.

A COMMISSIONER FOR OATHS in and for the Province of Alberta.

All open deficiencies as of Nov 11/21

Complete	
Spill sites requiring regrowth	
Landowner has denied access	
Third party test required	
To Be Done	

InspectionDate	EjeldOffice	InspectedLandDesc	InspectionItemType	MinistryComment	ActionRequired	DueDate
4/5/2021	Northside		Well Identification Sign is illegible or incorrect		Install Identification Sign that is readable with Emergency Phone Contact, Proper land description, current company and with Warning Symbols	5/14/2021
,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,				The attached test was for the wrong well - 111/07-17-023-		0, 2 , 2 2 2 2
				20W3		
4/21/2021	Cramersburg	07-17-023-20W3	Failed surface casing vent flow test and/or gas migration survey		Perform a 24 hour build up test, upload results into IRIS and contact the Swift Current Field Office with results on 191/06-17-023-20W3	11/15/2021
10/15/2021	Miry	15-29-021-18W3	Well Identification Sign is illegible or incorrect		Install sign at lease entrance	1/14/2022
		08-07-022-18W3	Well Identification Sign is illegible or incorrect		Install sign at well head	1/18/2022
10/18/2021	Mirv	08-07-022-18W3	Well Identification Sign is illegible or incorrect		Install sign at wellhead	1/19/2022
	Miry	04-36-022-19W3	Failure to report surface casing vent flow or gas migration	Elevated Methane detected from surface casing vent.	Perform a 24 hour build up test, upload results into IRIS and contact the Swift Current Field Office with results	11/22/2021
10/12/2021		08-10-023-21W3	Inadequate weed control			11/12/2021
10/12/2021	Cramersburg	03-12-023-21W3	Failure to report surface casing vent flow or gas migration	Elevated methane detected from surface casing vent.		11/12/2021
10/14/2021	Cramersburg	02-06-023-20W3	Inadequate weed control			11/15/2021
10/15/2021	Cramersburg	14-08-023-20W3	Other	Large hole		11/15/2021
10/18/2021	Cramersburg	05-06-023-19W3	Inadequate housekeeping	Luige Hore	fill in hole around surface casing vent	11/25/2021
10/28/2021	Lac North	08-27-022-18W3	Failed surface casing vent flow test and/or gas migration survey		A third party gas migration and SCVF test to be performed	11/30/2021
10/18/2021	Snipe Lake	14-11-023-19W3	Surface casing vent does not meet specifications	Surface casing yent valve handle is inaccessible to be able t	Surface casing vent valve needs to be accessible, expose the vent line valve handle. Pictures are an encouraged to be attached with industry correct	
10/18/2021	Snipe Lake		Well Identification Sign is illegible or incorrect		Please state the correct company name on the well signage as per OCGR Part III Sec 19. Please attach a photo of the sign once deficiency is correcte	
10/18/2021	Snipe Lake		Inadequate housekeeping		Secure insulation wrap around equipment to ensure that it does not tear and cause debris and garbage. Please attach a photo once deficiency is con-	
10/18/2021	Snipe Lake		Surface casing vent does not meet specifications		Surface casing vent valve needs to be accessible, expose the vent line valve handle. Ensure that the vent line is in compliance with Directive PNG005	
10/18/2021	Snipe Lake	12-12-023-19W3	Well Identification Sign is illegible or incorrect			11/30/2021
10/18/2021	Snipe Lake	10-11-023-19W3	Well Identification Sign is illegible or incorrect		Please state the correct company name on the well signage as per OCGR Part III Sec 19. Please attach a photo of the sign once deficiency is corrected.	
10/18/2021	Snipe Lake	12-11-023-19W3	Well Identification Sign is illegible or incorrect Well Identification Sign is illegible or incorrect		c Please state the correct company name on the well signage as per OCGR Part III Sec 19. Please attach a photo of the sign once deficiency is corrected.	
10/18/2021	Snipe Lake	12-11-023-19W3	Well Identification Sign is illegible or incorrect Well Identification Sign is illegible or incorrect	Well sign is not present on lease.	Please attach/secure well signage on the lease with the company name, surface Isd, downhole Isd and emergency number. Please attach a photo or	
10/18/2021	Snipe Lake	12-11-023-19W3	Inadequate housekeeping		r secure insulation wrap around equipment to ensure that it does not tear and cause debris and garbage. Please attach a photo once deficiency is cor	
10/18/2021	Snipe Lake	16-10-023-19W3	Well Identification Sign is illegible or incorrect		n secure insulation wrap around equipment to ensure that it does not tear and cause debris and garbage. Please attach a photo once deficiency is corrected Please state the correct company name on the well signage as per OCGR Part III Sec 19. Please attach a photo of the sign once deficiency is corrected.	
	Snipe Lake	16-10-023-19W3 16-10-023-19W3				
10/18/2021	Snipe Lake	16-10-023-19W3 16-10-023-19W3	Surface casing vent does not meet specifications Inadequate housekeeping	Insulation wrap around the well is loose and torn.	Surface casing vent valve needs to be accessible, expose the vent line valve handle. Please attach a photo of the scy once deficiency is corrected to a	
					Secure insulation wrap around equipment to ensure that it does not tear and cause debris and garbage. Please attach a photo once deficiency is cor	
10/18/2021	Snipe Lake	10-10-023-19W3	Well Identification Sign is illegible or incorrect			11/30/2021
10/18/2021	Snipe Lake	10-10-023-19W3	Inadequate housekeeping		Secure insulation wrap around equipment to ensure that it does not tear and cause debris and garbage. Please attach a photo once deficiency is con	
10/18/2021	Snipe Lake	10-10-023-19W3	Inadequate housekeeping		Secure insulation wrap around equipment to ensure that it does not tear and cause debris and garbage. Please attach a photo once deficiency is con-	
10/18/2021	Snipe Lake	11-10-023-19W3	Well Identification Sign is illegible or incorrect			11/30/2021
10/18/2021	Snipe Lake	08-09-023-19W3	Inadequate housekeeping		Secure insulation wrap around equipment to ensure that it does not tear and cause debris and garbage. Please attach a photo once deficiency is con	
10/18/2021	Snipe Lake	08-09-023-19W3	Inadequate housekeeping		Secure insulation wrap around equipment to ensure that it does not tear and cause debris and garbage. Please attach a photo once deficiency is cor	
10/18/2021	Snipe Lake	06-09-023-19W3	Inadequate housekeeping		Secure insulation wrap around equipment to ensure that it does not tear and cause debris and garbage. Please attach a photo once deficiency is cor	
10/18/2021	Snipe Lake		Surface casing vent does not meet specifications		Surface casing vent valve needs to be accessible, expose the vent line valve handle. Please attach a photo of the scv once deficiency is corrected to	
10/18/2021	Snipe Lake		Well Identification Sign is illegible or incorrect		Please state the surface location on the well signage as per OCGR Part III Sec 19. Please attach a photo of the sign once deficiency is corrected to the	
			Well Identification Sign is illegible or incorrect	Well sign is not present on lease	Please attach/secure well signage on the lease with the company name, surface Isd, downhole Isd and emergency number. Please attach a photo or	
10/18/2021	Snipe Lake	08-08-023-19W3	Inadequate housekeeping		Secure insulation wrap around equipment to ensure that it does not tear and cause debris and garbage. Please attach a photo once deficiency is cor	
10/18/2021	Snipe Lake	12-08-023-19W3	Inadequate housekeeping		Secure insulation wrap around equipment to ensure that it does not tear and cause debris and garbage. Please attach a photo once deficiency is cor	
10/18/2021		08-07-023-19W3	Inadequate housekeeping		Secure insulation wrap around equipment to ensure that it does not tear and cause debris and garbage. Please attach a photo once deficiency is cor	
10/18/2021	Snipe Lake	06-07-023-19W3	Inadequate housekeeping		Secure insulation wrap around equipment to ensure that it does not tear and cause debris and garbage. Please attach a photo once deficiency is cor	
10/18/2021	Snipe Lake	12-07-023-19W3	Well Identification Sign is illegible or incorrect	Well sign is not present on lease.	Please attach/secure well signage on the lease with the company name, surface Isd, downhole Isd and emergency number. Please attach a photo or	
10/18/2021	Snipe Lake	16-12-023-20W3	Well Identification Sign is illegible or incorrect			
10/18/2021	Snipe Lake					12/1/2021
10/18/2021	Snipe Lake	14-12-023-20W3	Surface casing vent does not meet specifications		Surface casing vent valve needs to be accessible, expose the vent line valve handle. Please attach a photo of the scv once deficiency is corrected to	
10/18/2021		11-12-023-20W3	Inadequate weed control	Weed growth present on site; please manage weed growth	Manage weed growth appropriately. Please attach a photo of the well site once weed growth has been be managed and can visibly be verified.	12/1/2021 12/1/2021
10/18/2021	Snipe Lake	11-12-023-20W3 04-13-023-20W3		Weed growth present on site; please manage weed growth		12/1/2021 12/1/2021
	Snipe Lake Snipe Lake	11-12-023-20W3 04-13-023-20W3 14-07-023-19W3	Inadequate weed control Surface casing vent does not meet specifications Inadequate housekeeping	Weed growth present on site; please manage weed growth Surface casing vent valve handle is inaccessible to be able t Electrical fence equipment that was used for a spill area No	Manage weed growth appropriately. Please attach a photo of the well site once weed growth has been be managed and can visibly be verified. Surface casing vent valve needs to be accessible, expose the vent line valve handle. Please attach a photo of the scv once deficiency is corrected to Remove the electrical fence equipment from lease. Please attach a photo once deficiency is corrected to the inspection for resolution reconciliation	12/1/2021 12/1/2021 12/1/2021 12/1/2021
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10/18/2021 10/18/2021 10/18/2021 10/18/2021 10/18/2021 10/18/2021 10/18/2021 10/18/2021 10/19/2021	Snipe Lake	1.1-12-023-20W3 04-13-023-20W3 10-18-023-20W3 10-18-023-20W3 10-18-023-20W3 14-18-023-20W3 06-20-023-20W3 06-20-023-20W3 08-22-023-20W3 08-22-023-21W3 12-09-023-19W3 12-09-023-19W3 12-09-023-19W3 12-09-023-19W3 04-16-023-19W3 04-16-023-19W3 04-16-023-19W3 04-16-023-19W3 04-16-023-19W3 04-16-023-19W3 04-16-023-19W3 04-16-023-19W3 06-21-023-20W3 06-21-023-20W3 06-21-023-20W3 06-21-023-20W3 06-21-023-20W3 06-21-023-20W3 06-21-023-20W3 06-21-023-19W3 10-15-023-19W3	Inadequate weed control Surface casing vent does not meet specifications Inadequate housekeeping Inadequate weed control Surface casing went does not meet specifications Surface casing went does not meet specifications Surface casing went does not meet specifications Inadequate weed control Well Identification Sign is illegible or incorrect Well Identification Sign is illegible or incorrect Iwell Identification Sign is illegible or incorrect Inadequate weed control Surface casing went does not meet specifications Inadequate housekeeping Well Identification Sign is illegible or incorrect Inadequate went does not meet specifications Surface casing went does not meet specifications Surface casing went does not meet specifications Surface casing went does not meet specifications Inadequate housekeeping Surface casing went does not meet specifications Well Identification Sign is illegible or incorrect Inadequate housekeeping Well Identification Sign is illegible or incorrect Inadequate housekeeping	Weed growth present on site; please manage weed growth Surface casing vent valve handle is inaccessible to be able to Electrical fence equipment that was used for a spill area Nc Weed growth present on site; please manage weed growth No surface casing vent was found to be installed on the we Surface casing vent was found to be installed on the we Surface casing vent was found to be installed on the we Weed growth present on site; please manage weed growth Well sign is not present on lease. 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Please attach a photo of the well site once weed growth has been been managed and can visibly be verified. Surface casing vent valve needs to be accessible, expose the vent line valve handle. Ensure that the vent line is in compliance with Directive PN600s. Manage weed growth appropriately. Please attach a photo of the well site once weed growth has been managed and can visibly be verified. Please attach/secure well signage on the lease with the company name, surface Isd, downhole Isd and emergency number. Please attach a photo or the Well site once weed growth has been managed and can visibly be verified. Namage weed growth appropriately. Please attach a photo of the well site once weed growth has been managed and can visibly be verified. Please attach/secure well signage on the lease with the company name, surface Isd, downhole Isd and emergency number. Please attach a photo or Namage weed growth has been be managed and can visibly be verified. 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10/19/2021 Snipe Lake	04-22-023-20W3	Other		tl Isolated the pig launcher from the pipeline due to the high degree of visible external corrosion present and the possible integrity concerns on the p	
10/18/2021 Snipe Lake	08-20-023-20W3	Inadequate weed control		h Manage weed growth appropriately. Please attach a photo of the well site once weed growth has been managed and can visibly be verified.	12/1/2021
10/18/2021 Snipe Lake	08-20-023-20W3	Failure to report surface casing vent flow or gas migration			12/1/2021
10/18/2021 Snipe Lake	16-18-023-20W3	Failure to report surface casing vent flow or gas migration		Conduct a bubble test (for a minimum of 10 minutes) and pressure build up test. Submit results on the attached scvf excel spreadsheet.	12/1/2021
10/18/2021 Snipe Lake	12-18-023-20W3	Failure to report surface casing vent flow or gas migration		Conduct a bubble test (for a minimum of 10 minutes) and pressure build up test. Submit results on the attached scvf excel spreadsheet.	12/1/2021
10/18/2021 Snipe Lake	16-20-023-19W3	Other		f A comprehensive root cause analysis investigation is requested to be conducted to determine the cause of the surficial cracking due to concerns wi	
10/18/2021 Snipe Lake	08-21-023-19W3	Other		of A comprehensive root cause analysis investigation is requested to be conducted to determine the cause of the surficial cracking due to concerns wi	
10/18/2021 Snipe Lake	15-22-023-19W3	Other	Pipeline right of way soil subsidence was found.	A comprehensive root cause analysis investigation is requested to be conducted to determine the cause of the subsidence.	12/1/2021
10/18/2021 Snipe Lake	11-12-023-20W3	Other	Area around the well head, soil subsidence was found	A comprehensive root cause analysis investigation is requested to be conducted to determine the cause of the subsidence.	12/1/2021
10/18/2021 Snipe Lake	10-12-023-20W3	Other	Area around the well head, soil subsidence was found	A comprehensive root cause analysis investigation is requested to be conducted to determine the cause of the subsidence.	12/1/2021
10/18/2021 Snipe Lake	08-12-023-20W3	Other	Slanted well casing is outside of the fenced area, exposed	tdFence around the slanted casing to protect from possible damages.	12/1/2021
10/18/2021 Snipe Lake	09-11-023-19W3	Other	Non bolted flange on the pipeline riser witnessed at site	Pipeline riser on site is to be isolated properly.	11/8/2021
10/18/2021 Snipe Lake	09-11-023-19W3	Well Identification Sign is illegible or incorrect	Well sign is not present on lease	Please attach/secure well signage on the lease with the company name, surface Isd, downhole Isd and emergency number. Please attach a photo or	
10/18/2021 Snipe Lake	09-11-023-19W3	Inadequate housekeeping	Rusted lid located within the fenced active working well a	re Clean up garbage from within the active working area.	12/1/2021
10/18/2021 Snipe Lake	09-11-023-19W3	Inadequate housekeeping	Weed growth present on site; please manage weed growt	h Manage weed growth appropriately. Please attach a photo of the well site once weed growth has been be managed and can visibly be verified.	12/1/2021
10/18/2021 Snipe Lake	09-11-023-19W3	Other	Area around the well head, soil subsidence was found	A comprehensive root cause analysis investigation is requested to be conducted to determine the cause of the subsidence	12/1/2021
10/18/2021 Snipe Lake	09-11-023-19W3	Spill Not Reported	During site inspection, indications of a spill event occurren	nc Review incident history for site. Please report the Incident in IRIS accordingly.	11/19/2021
10/18/2021 Snipe Lake	09-11-023-19W3	Other	Corroded surface equipment, pig launcher.	Isolate the pig launcher from the pipeline due to the high degree of visible external corrosion present and the possible integrity concerns on the pig	12/1/2021
10/18/2021 Snipe Lake	16-01-023-19W3	Inadequate weed control	Weed growth present; please manage weed growth appro	pp Manage weed growth appropriately. Please attach a photo of the well site once weed growth has been managed and can visibly be verified.	12/1/2021
10/18/2021 Snipe Lake	16-01-023-19W3	Surface casing vent does not meet specifications	Surface casing vent valve handle is inaccessible to be able	td Surface casing vent valve needs to be accessible, expose the vent line valve handle. Please attach a photo of the scv once deficiency is corrected to	12/1/2021
10/18/2021 Snipe Lake	08-12-023-19W3	Other	Corroded surface equipment	Isolated the pipeline due to the high degree of visible external corrosion present and the possible integrity concerns on the above ground pipeline.	12/1/2021
10/18/2021 Snipe Lake	10-12-023-19W3	Other	Area around the well head, soil subsidence was found	A comprehensive root cause analysis investigation is requested to be conducted to determine the cause of the subsidence.	12/1/2021
10/18/2021 Snipe Lake	16-12-023-19W3	Other	Corroded surface equipment, pig launcher and line connect	ct Isolate the pig launcher from the pipeline due to the high degree of visible external corrosion present and the possible integrity concerns on the pige	12/1/2021
10/18/2021 Snipe Lake	04-14-023-19W3	Well Identification Sign is illegible or incorrect	Well sign is not present on lease	Please attach/secure well signage on the lease with the company name, surface lsd, downhole lsd and emergency number. Please attach a photo or	12/1/2021
10/18/2021 Snipe Lake	04-14-023-19W3	Inadequate weed control	Weed growth present; please manage weed growth appro	pp Manage weed growth appropriately. Please attach a photo of the well site once weed growth has been managed and can visibly be verified.	12/1/2021
10/18/2021 Snipe Lake	06-12-023-19W3	Surface casing vent does not meet specifications	Surface casing vent valve handle is inaccessible to be able	td Surface casing vent valve needs to be accessible, expose the vent line valve handle. Please attach a photo of the scv once deficiency is corrected to	12/1/2021
11/3/2021 Cramersburg	10-21-022-21W3	Other	As per Directive PNG005 Casing and Cementing	Well requires immediate repair or abandoning. Submit an IRIS application to repair or abandon	11/11/2021
11/9/2021 Shackleton	06-06-021-18W3	Well Identification Sign is illegible or incorrect		Ensure there is a sign placed at the well head	1/31/2022
11/9/2021 Shackleton	02-07-021-18W3	Inadequate weed control		Clear weeds on lease	11/30/2021
11/9/2021 Shackleton	08-18-021-18W3	Inadequate weed control		Clear weeds on lease	11/30/2021
11/9/2021 Shackleton	14-18-021-18W3	Well Identification Sign is illegible or incorrect		Ensure sign has surface location	1/31/2022
11/10/2021 Shackleton	02-19-021-18W3	Inadequate weed control		Clear weeds around lease	11/30/2021
11/10/2021 Shackleton	02-19-021-18W3	Well Identification Sign is illegible or incorrect		Update lease entrance and wellhead signs to reflect current company	2/28/2022
11/10/2021 Shackleton	06-19-021-18W3	Inadequate weed control		Clear weeds on lease	11/30/2021
11/10/2021 Shackleton	06-19-021-18W3	Well Identification Sign is illegible or incorrect		Update sign to reflect current company	2/28/2022
11/10/2021 Shackleton	08-19-021-18W3	Inadequate weed control		Clear weeds on lease	11/30/2021
11/10/2021 Shackleton	08-19-021-18W3	Well Identification Sign is illegible or incorrect		Ensure sign reflects current company	2/28/2022
11/10/2021 Shackleton	10-19-021-18W3	Well Identification Sign is illegible or incorrect		Update sign to reflect current company	2/28/2022
11/10/2021 Shackleton	16-19-021-18W3	Well Identification Sign is illegible or incorrect		Install sign at well	2/28/2022
11/10/2021 Shackleton	14-19-021-18W3	Well Identification Sign is illegible or incorrect		Ensure sign reflects current company	2/28/2022
11/10/2021 Shackleton	04-19-021-18W3	Well Identification Sign is illegible or incorrect		Ensure sign has surface location displayed	2/28/2022
11/10/2021 Shackleton	12-19-021-18W3	Well Identification Sign is illegible or incorrect		Update sign to ensure it reflects current company	2/28/2022
11/10/2021 Shackleton	12-20-021-18W3	Well Identification Sign is illegible or incorrect		Update sign to ensure it reflects current company	2/28/2022
11/10/2021 Shackleton	14-20-021-18W3	Well Identification Sign is illegible or incorrect		Update sign to ensure it reflects current company	2/28/2022
11/10/2021 Shackleton	15-20-021-18W3	Well Identification Sign is illegible or incorrect		Update sign to ensure it reflects the current company	2/28/2022
11/10/2021 Shackleton	15-20-021-18W3	Inadequate weed control		Clear weeds around well	11/30/2021
11/10/1011 SHECKIETOH	15 10 521-10445	madequate weed control	1	GCG WCCG GCGGG WCG	11/30/1011

THIS IS EXHIBIT "E" referred to in the Affidavit of Jim Gettis SWORN BEFORE ME this 21st day of January, 2022.

A COMMISSIONER FOR OATHS in and for the Province of Alberta.



DLA Piper (Canada) LLP Suite 2700, Stantec Tower 10220 - 103rd Ave NW Edmonton AB T5J 0K4 www.dlapiper.com

Jerritt R. Pawlyk jerritt.pawlyk@dlapiper.com **T** +1 780.429.6835 **F** +1 780.670.4329

December 14, 2021 FILE NUMBER: 107373-00001

DELIVERED BY EMAIL

Rural Municipality of Lacadena No. 228 c/o Miller Thomson LLP Suite 300, 15 - 23rd Street East Saskatoon, SK S7K 0H6

Attention: Dustin Gillanders

(dgillanders@millerthomson.com)

Rural Municipality of Miry Creek No. 229 c/o Kanuka Thuringer LLP 1400 - 2500 Victoria Ave Regina, SK S4P 3X2

Attention: Alexander Shalashniy

(ashalashniy@kanuka.ca)

Rural Municipality of Snipe Lake No. 259 c/o Saskatchewan Association of Rural Municipalities 2301 Windsor Park Road Regina, SK S4V 3A4

Attention: Michael Morris, Q.C.

(mmorris@sarm.ca)

Dear Sir/Madam:

Re: Q.B. No. 773 of 2021, Abbey Resources Corp.

Classification of Municipal Taxes_

Further to the above-captioned restructuring proceedings of Abbey Resources Corp. ("**Abbey**") under the *Companies' Creditors Arrangement Act*, RSC 1985 c C-36 (the "**CCAA**"), we are writing to discuss the classification of property and other municipal taxes imposed pursuant to *The Municipalities Act*, SS 2005, c M-36.1 (the "*Municipalities Act*").

Rural Municipality of Riverside No. 168

Box 129

Pennant, SK S0N 1X0

Attention: Brandi Prentice

(rm168@sasktel.net)

Rural Municipality of Clinworth No. 230

Box 120

Sceptre, SK S0N 2H0

Attention: Sherry Egeland

(rm230@yourlink.ca)





The position outlined herein pertains exclusively to the Rural Municipality of Lacadena No. 228, the Rural Municipality of Miry Creek No. 229, the Rural Municipality of Riverside No. 168, the Rural Municipality of Clinworth No. 230, and the Rural Municipality of Snipe Lake No. 259 (collectively, the "RMs"). Though the Carry the Kettle First Nation (the "CTK First Nation") is also a municipal taxing authority to which Abbey is liable for property taxes, the legal framework governing taxes imposed by the CTK First Nation differs significantly from the regime set out in the *Municipalities Act*. Accordingly, matters pertaining to property taxes imposed by the CTK First Nation are excluded from the present discussion.

As you are aware, Abbey had previously represented that it intended to pay municipal taxes for the 2021 tax year to the RMs in amounts prorated to the period between August 13, 2021, and December 31, 2021 - i.e. the portion of 2021 falling subsequent to Abbey's entry into CCAA proceedings. Given the uncertainty as to whether payment of any portion of the 2021 property taxes constituted payment of a pre-filing claim, Abbey sought an Order of the Court permitting it to pay to the RMs the prorated portion of the 2021 taxes at the most recent hearing in these proceedings.

As was discussed at the November 24, 2021, hearing in this matter, section 266(1) of the *Municipalities Act* provides that taxes imposed under the *Municipalities Act* are deemed to have been imposed effective as of January 1 of the year in which taxes were imposed. The Court of Appeal for Saskatchewan (the "SKCA") has interpreted this section to mean that "[p]roperty taxes are deemed due at January 1 of each year" (*Corman Park (Rural Municipality) v 618421 Saskatchewan Ltd.*, 2018 SKCA 29 at para 30).

Though the Honourable Mr. Justice G.A. Meschishnick did not render a decision on this issue, as we understood his remarks in Chambers, his Lordship appeared to harbour reservations about authorizing such payments in absence of an authority confirming that payment of any portion of the taxes imposed by the RMs in 2021 would not constitute payment of pre-filing claims.

We have reviewed this matter further and we have not been able to locate any authority that clearly stands for the proposition that municipal taxes falling due during the year into which a debtor enters creditor protection under the CCAA may be paid on a prorated basis. Consequently, we now believe that an application seeking the Court's approval of payment of the prorated portion of the 2021 property taxes imposed by the RMs is likely to fail. Accordingly, Abbey will be abandoning its application seeking Court approval of its plan to pay the prorated portion of the 2021 taxes owing to the RMs.

For greater certainty, Abbey does not take the position that any portion of any of the 2021 taxes imposed by the RMs are extinguished; such amounts remain debts owing by Abbey to the RMs and will be included the plan of arrangement that Abbey intends to propose to its creditors in the CCAA proceedings in 2022.

Notwithstanding the foregoing, it remains Abbey's intention to ensure that the RMs, in addition to Abbey's other stakeholders, begin to see a monetary benefit from Abbey's ongoing efforts to restructure its affairs in these proceedings. To that end, Abbey now intends to begin to pre-pay 2022 property taxes imposed by the RMs beginning in January of 2022. Abbey will begin to pay the aggregate sum of \$100,000 monthly to the RMs on a pro-rata basis based on Abbey's own estimates of the 2022 property taxes. Payments will begin at month-end in January of 2022 (i.e., shortly following the date on which Abbey will receipt revenues for the previous month's natural gas sales), and will continue to be made at the end of each subsequent month in 2022. Abbey will make necessary adjustments to the pro-rata amounts paid to RMs in mid-2022 once it has received taxes notices from all of RMs. Any unpaid balance of property taxes remaining owing in December of 2022 will be paid at month-end for December of 2022.

Please note that the foregoing plan is subject to change in the event that Abbey should become immediately responsible for any significant and unexpected liabilities, or in the event of a sudden and unanticipated



Page 3 of 3

precipitous decline in natural gas prices or other unforeseen circumstance that would significantly reduce the cash available to Abbey in 2022. In the event of any such material adverse change, it would be Abbey's intention to first reduce the aggregate monthly pre-payment of 2022 taxes on a pro-rata basis before suspending payments.

Please do not hesitate to contact us directly should you require any clarification respecting the above.

Sincerely,

DLA Piper (Canada) LLP

Per

Jerritt R. Pawlyk

Partner

JUP/KNH/cpa

cc: MNP Ltd. - Via Email

lan Sutherland - Via Email Craig Frith - Via Email

M. Kim Anderson, Q.C - Via Email

THIS IS EXHIBIT "F" referred to in the Affidavit of Jim Gettis SWORN BEFORE ME this 21st day of January, 2022.

A COMMISSIONER FOR OATHS in and for the Province of Alberta.



DLA Piper (Canada) LLP Suite 2700, Stantec Tower 10220 - 103rd Ave NW Edmonton AB T5J 0K4 www.dlapiper.com

Jerritt R. Pawlyk jerritt.pawlyk@dlapiper.com T +1 780.429.6835 F +1 780.670.4329

November 30, 2021 FILE NUMBER: 107373-00001

VIA EMAIL: DMNOBBS@GMAIL.COM

David Nobbs 100, 318 Wellman Lane Saskatoon, SK S7T 0S1

Attn: David Nobbs

Dear Sir:

Re: Abbey Resources Corp.

Notice of Surrender and Termination

We act as solicitors for Abbey Resources Corp. ("**Abbey**"). We are writing in respect of surface leases on between yourself as lessor and Abbey as lessee, being the leases identified on schedule "A" hereto (collectively, the "**Leases**").

As you are aware, Abbey is currently undergoing restructuring in proceedings before the Court of Queen's Bench for Saskatchewan pursuant to the *Companies' Creditors Arrangement Act*, RSC 1985, c C-36, (the "**CCAA**"). As you may also be aware, a central component of Abbey's restructuring involves the amendment of all of Abbey's surface leases with all lessors to reduce the leased premises to an area corresponding to the acreage actually utilized by Abbey in its natural gas extraction business.

You have previously been offered the opportunity to enter into an amended lease with Abbey. It is our understanding that you are uninterested in amending the Leases. As Abbey has determined that it is necessary to amend all of its surface leases in order to restructure its affairs and carry on business as a going concern following its exit from CCAA proceedings, it has determined that it has no choice but to end its business relationship with yourself.

Take note that Article 4(b) of the Leases provides Abbey with the lawful authority to surrender and terminate the Leases upon written notice to yourself. You may consider this correspondence as Abbey's formal **notice of surrender and termination** made in respect of the Leases, made effective as of the date of this correspondence.

For greater certainty, as the Leases have now terminated, you will not receive any rental payments in respect of the terminated Leases in the future.

Abbey acknowledges that it remains under an obligation to decommission and reclaim the surrendered leased premises. Abbey intends to attend to this responsibility as soon as is practicable. Abbey will provide





you with reasonable advance notice of its anticipated timeline to attend to decommissioning and reclamation tasks.

We encourage you to speak to your solicitor should you have any questions respecting the foregoing or the status of your relationship between yourself and Abbey.

Sincerely,

DLA Piper (Canada) LLP

Per:

Jerritt R. Pawlyk

Partner

JUP/KNH/cpa

cc: Wayne Pederson - via email



Page 3 of 3

Schedule "A"

File Number Well Number

\$030776 141/14-21-022-21W3/00 \$032242 141/12-21-022-21W3/00

CAN: 39006921.1



DLA Piper (Canada) LLP Suite 2700, Stantec Tower 10220 - 103rd Ave NW Edmonton AB T5J 0K4 www.dlapiper.com

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November 30, 2021 FILE NUMBER: 107373-00001

VIA EMAIL (DLKERR@YOURLINK.CA)

Debra Kerr and Darrel Kerr Box 545 Kyle, SK S0L 1T0

Attention: Darrel & Debra Lynn Kerr

Dear Sir/Madam:

Re: Abbey Resources Corp.

Notice of Surrender and Termination

We act as solicitors for Abbey Resources Corp. ("**Abbey**"). We are writing in respect of surface leases on between yourself as lessor and Abbey as lessee, being the leases identified on schedule "A" hereto (collectively, the "**Leases**").

As you are aware, Abbey is currently undergoing restructuring in proceedings before the Court of Queen's Bench for Saskatchewan pursuant to the *Companies' Creditors Arrangement Act*, RSC 1985, c C-36, (the "**CCAA**"). As you may also be aware, a central component of Abbey's restructuring involves the amendment of all of Abbey's surface leases with all lessors to reduce the leased premises to an area corresponding to the acreage actually utilized by Abbey in its natural gas extraction business.

You have previously been offered the opportunity to enter into an amended lease with Abbey. It is our understanding that you are uninterested in amending the Leases. As Abbey has determined that it is necessary to amend all of its surface leases in order to restructure its affairs and carry on business as a going concern following its exit from CCAA proceedings, it has determined that it has no choice but to end its business relationship with yourself.

Take note that Article 4(b) of the Leases provides Abbey with the lawful authority to surrender and terminate the Leases upon written notice to yourself. You may consider this correspondence as Abbey's formal **notice of surrender and termination** made in respect of the Leases, made effective as of the date of this correspondence.

For greater certainty, as the Leases have now terminated, you will not receive any rental payments in respect of the terminated Leases in the future.



Page 2 of 3

Abbey acknowledges that it remains under an obligation to decommission and reclaim the surrendered leased premises. Abbey intends to attend to this responsibility as soon as is practicable. Abbey will provide you with reasonable advance notice of its anticipated timeline to attend to decommissioning and reclamation tasks.

We encourage you to speak to your solicitor should you have any questions respecting the foregoing or the status of your relationship between yourself and Abbey.

Sincerely,

DLA Piper (Canada) LLP

Per

Jerritt R. Pawlyk

Partner

JUP/KNH/cpa



Page 3 of 3

Schedule "A"

File Number Well Number

\$66139-00 101/14-06-023-16W3/00 \$73016-00 111/06-06-023-16W3/00



Jerritt R. Pawlyk jerritt.pawlyk@dlapiper.com T +1 780.429.6835 F +1 780.670.4329

November 30, 2021 FILE NUMBER: 107373-00001

VIA EMAIL (ERNIELWAGNER@GMAIL.COM)

Ernest Wagner Box 94 229 Plume Sy Lancer, SK S0N 1G0

Dear Sir:

Re: Abbey Resources Corp.

Notice of Surrender and Termination

We act as solicitors for Abbey Resources Corp. ("Abbey"). We are writing in respect of surface leases on between yourself as lessor and Abbey as lessee, being the leases identified on schedule "A" hereto (collectively, the "Leases").

As you are aware, Abbey is currently undergoing restructuring in proceedings before the Court of Queen's Bench for Saskatchewan pursuant to the *Companies' Creditors Arrangement Act*, RSC 1985, c C-36, (the "**CCAA**"). As you may also be aware, a central component of Abbey's restructuring involves the amendment of all of Abbey's surface leases with all lessors to reduce the leased premises to an area corresponding to the acreage actually utilized by Abbey in its natural gas extraction business.

You have previously been offered the opportunity to enter into an amended lease with Abbey. It is our understanding that you are uninterested in amending the Leases. As Abbey has determined that it is necessary to amend all of its surface leases in order to restructure its affairs and carry on business as a going concern following its exit from CCAA proceedings, it has determined that it has no choice but to end its business relationship with yourself.

Take note that Article 4(b) of the Leases provides Abbey with the lawful authority to surrender and terminate the Leases upon written notice to yourself. You may consider this correspondence as Abbey's formal **notice of surrender and termination** made in respect of the Leases, made effective as of the date of this correspondence.

For greater certainty, as the Leases have now terminated, you will not receive any rental payments in respect of the terminated Leases in the future.

Abbey acknowledges that it remains under an obligation to decommission and reclaim the surrendered leased premises. Abbey intends to attend to this responsibility as soon as is practicable. Abbey will provide





you with reasonable advance notice of its anticipated timeline to attend to decommissioning and reclamation tasks.

We encourage you to speak to your solicitor should you have any questions respecting the foregoing or the status of your relationship between yourself and Abbey.

Sincerely,

DLA Piper (Canada) LLP

Per

Jerritt R. Pawlyk

Partner

JUP/KNH/cpa



Page 3 of 3

File Number	Well Number
S030437	141/08-09-022-21W3/00
S030743	131/14-04-022-21W3/00
S031947	141/06-04-022-21W3/00
S032022	141/08-19-022-20W3/00
S032554	141/02-19-022-20W3/00
S032688	141/04-04-022-21W3/00
S032689	141/12-04-022-21W3/00
S69292-00	101/06-19-022-20W3/00
S69455-00	111/04-19-022-20W3/00



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November 30, 2021 FILE NUMBER: 107373-00001

VIA EMAIL (GARRYRL@HOTMAIL.COM)

Garry Wagner Box 125 Lancer, SK S0N 1G0

Dear Sir:

Re: Abbey Resources Corp.

Notice of Surrender and Termination

We act as solicitors for Abbey Resources Corp. ("Abbey"). We are writing in respect of surface leases on between yourself as lessor and Abbey as lessee, being the leases identified on schedule "A" hereto (collectively, the "Leases").

As you are aware, Abbey is currently undergoing restructuring in proceedings before the Court of Queen's Bench for Saskatchewan pursuant to the *Companies' Creditors Arrangement Act*, RSC 1985, c C-36, (the "**CCAA**"). As you may also be aware, a central component of Abbey's restructuring involves the amendment of all of Abbey's surface leases with all lessors to reduce the leased premises to an area corresponding to the acreage actually utilized by Abbey in its natural gas extraction business.

You have previously been offered the opportunity to enter into an amended lease with Abbey. It is our understanding that you are uninterested in amending the Leases. As Abbey has determined that it is necessary to amend all of its surface leases in order to restructure its affairs and carry on business as a going concern following its exit from CCAA proceedings, it has determined that it has no choice but to end its business relationship with yourself.

Take note that Article 4(b) of the Leases provides Abbey with the lawful authority to surrender and terminate the Leases upon written notice to yourself. You may consider this correspondence as Abbey's formal **notice of surrender and termination** made in respect of the Leases, made effective as of the date of this correspondence.

For greater certainty, as the Leases have now terminated, you will not receive any rental payments in respect of the terminated Leases in the future.

Abbey acknowledges that it remains under an obligation to decommission and reclaim the surrendered leased premises. Abbey intends to attend to this responsibility as soon as is practicable. Abbey will provide you with reasonable advance notice of its anticipated timeline to attend to decommissioning and reclamation tasks.



Page 2 of 3

We encourage you to speak to your solicitor should you have any questions respecting the foregoing or the status of your relationship between yourself and Abbey.

Sincerely,

DLA Piper (Canada) LLP

Per:

Jerritt R. Pawlyk

Partner

JUP/KNH/cpa



Page 3 of 3

File Number	Well Number
S030684	141/14-16-022-21W3/00
S030732	141/14-10-023-21W3/00
S030745	101/14-09-022-21W3/00
S030775	141/08-07-022-21W3/00
S031573	141/16-07-022-21W3/00
S031898	141/06-16-022-21W3/00
S032231	141/04-16-022-21W3/00
S032233	141/12-16-022-21W3/00
S032691	141/12-09-022-21W3/00



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November 30, 2021 FILE NUMBER: 107373-00001

VIA EMAIL (LINDSAYNOBBS@GMAIL.COM)

Lindsay Nobbs Box 41 Lancer, SK S0N 1G0

Dear Lindsay:

Re: Abbey Resources Corp.

Notice of Surrender and Termination

We act as solicitors for Abbey Resources Corp. ("Abbey"). We are writing in respect of surface leases on between yourself as lessor and Abbey as lessee, being the leases identified on schedule "A" hereto (collectively, the "Leases").

As you are aware, Abbey is currently undergoing restructuring in proceedings before the Court of Queen's Bench for Saskatchewan pursuant to the *Companies' Creditors Arrangement Act*, RSC 1985, c C-36, (the "**CCAA**"). As you may also be aware, a central component of Abbey's restructuring involves the amendment of all of Abbey's surface leases with all lessors to reduce the leased premises to an area corresponding to the acreage actually utilized by Abbey in its natural gas extraction business.

You have previously been offered the opportunity to enter into an amended lease with Abbey. It is our understanding that you are uninterested in amending the Leases. As Abbey has determined that it is necessary to amend all of its surface leases in order to restructure its affairs and carry on business as a going concern following its exit from CCAA proceedings, it has determined that it has no choice but to end its business relationship with yourself.

Take note that Article 4(b) of the Leases provides Abbey with the lawful authority to surrender and terminate the Leases upon written notice to yourself. You may consider this correspondence as Abbey's formal **notice of surrender and termination** made in respect of the Leases, made effective as of the date of this correspondence.

For greater certainty, as the Leases have now terminated, you will not receive any rental payments in respect of the terminated Leases in the future.

Abbey acknowledges that it remains under an obligation to decommission and reclaim the surrendered leased premises. Abbey intends to attend to this responsibility as soon as is practicable. Abbey will provide you with reasonable advance notice of its anticipated timeline to attend to decommissioning and reclamation tasks.



Page 2 of 3

We encourage you to speak to your solicitor should you have any questions respecting the foregoing or the status of your relationship between yourself and Abbey.

Sincerely,

DLA Piper (Canada) LLP

Per:

Jerritt R. Pawlyk

Partner

JUP/KNH/cpa





Well Number
141/14-22-022-21W3/00
141/16-15-022-21W3/00
141/14-15-022-21W3/00
141/06-22-022-21W3/00
141/04-22-022-21W3/00
131/11-22-022-21W3/00
141/12-15-022-21W3/00
141/10-15-022-21W3/00
111/08-12-023-21W3/00
141/14-21-022-21W3/00
141/16-21-022-21W3/00
131/08-07-023-20W3/00
101/06-07-023-20W3/00
141/16-01-023-21W3/00
141/10-21-022-21W3/00
141/12-21-022-21W3/00



Jerritt R. Pawlyk jerritt.pawlyk@dlapiper.com T +1 780.429.6835 F +1 780.670.4329

December 15, 2021 FILE NUMBER: 107373-00001

DELIVERED BY REGISTERED MAIL

Kelly Bradford Box 37 Lancer, SK S0N 1G0

Dear Sir:

Re: Abbey Resources Corp.

Notice of Surrender and Termination

We act as solicitors for Abbey Resources Corp. ("Abbey"). We are writing in respect of surface leases on between yourself as lessor and Abbey as lessee, being the leases identified on schedule "A" hereto (collectively, the "Leases").

As you are aware, Abbey is currently undergoing restructuring in proceedings before the Court of Queen's Bench for Saskatchewan pursuant to the *Companies' Creditors Arrangement Act*, RSC 1985, c C-36, (the "**CCAA**"). As you may also be aware, a central component of Abbey's restructuring involves the amendment of all of Abbey's surface leases with all lessors to reduce the leased premises to an area corresponding to the acreage actually utilized by Abbey in its natural gas extraction business.

You have previously been offered the opportunity to enter into an amended lease with Abbey. It is our understanding that you are uninterested in amending the Leases. As Abbey has determined that it is necessary to amend all of its surface leases in order to restructure its affairs and carry on business as a going concern following its exit from CCAA proceedings, it has determined that it has no choice but to end its business relationship with yourself.

Take note that Article 4(b) of the Leases provides Abbey with the lawful authority to surrender and terminate the Leases upon written notice to yourself. You may consider this correspondence as Abbey's formal **notice of surrender and termination** made in respect of the Leases, made effective as of the date of this correspondence. A rental payment amount corresponding to the value of the annual rental amounts payable under Leases prorated for the period between December 1, 2021, and today's date will be sent to you shortly.

For greater certainty, as the Leases have now terminated, you will not receive any rental payments in respect of the terminated Leases in the future.



Page 2 of 3

Abbey acknowledges that it remains under an obligation to decommission and reclaim the surrendered leased premises. Abbey intends to attend to this responsibility as soon as is practicable. Abbey will provide you with reasonable advance notice of its anticipated timeline to attend to decommissioning and reclamation tasks.

We encourage you to speak to your solicitor should you have any questions respecting the foregoing or the status of your relationship between yourself and Abbey.

Sincerely,

DLA Piper (Canada) LLP

Per:

Jerritt R. Pawlyk

Partner

JUP/KNH/cpa



Page 3 of 3

File Number	Well Number
S031277	111/08-06-022-21W3/00
S030529	141/08-23-022-22W3/00
S030778	111/08-24-022-22W3/00
S030819	141/06-24-022-22W3/00
S031283	141/08-02-022-22W3/00
S031997	141/16-02-022-22W3/00
S030228	101/06-33-021-21W3/00
S031319	141/06-06-022-21W3/00
S031940	141/14-33-021-21W3/00
S031941	141/16-33-021-21W3/00
S031942	141/08-33-021-21W3/00



Jerritt R. Pawlyk jerritt.pawlyk@dlapiper.com T +1 780.429.6835 F +1 780.670.4329

November 30, 2021 FILE NUMBER: 107373-00001

VIA EMAIL: ALDOR@SASKTEL.NET

Aldor Farms Ltd. Box 20, Tyner, SK S0L 3H0

Attn: Bob or Lorne Wallace

Dear Sirs:

Re: Abbey Resources Corp.

Notice of Surrender and Termination

We act as solicitors for Abbey Resources Corp. ("**Abbey**"). We are writing in respect of surface leases on between Aldor Farms Ltd. as lessor and Abbey as lessee, being the leases identified on schedule "A" hereto (collectively, the "**Leases**").

As you are aware, Abbey is currently undergoing restructuring in proceedings before the Court of Queen's Bench for Saskatchewan pursuant to the *Companies' Creditors Arrangement Act*, RSC 1985, c C-36, (the "**CCAA**"). As you may also be aware, a central component of Abbey's restructuring involves the amendment of all of Abbey's surface leases with all lessors to reduce the leased premises to an area corresponding to the acreage actually utilized by Abbey in its natural gas extraction business.

Aldor Farms Ltd. has previously been offered the opportunity to enter into an amended lease with Abbey. It is our understanding that you are uninterested in amending the Leases. As Abbey has determined that it is necessary to amend all of its surface leases in order to restructure its affairs and carry on business as a going concern following its exit from CCAA proceedings, it has determined that it has no choice but to end its business relationship with Aldor Farms Ltd.

Take note that Article 4(b) of the Leases provides Abbey with the lawful authority to surrender and terminate the Leases upon written notice to yourself. You may consider this correspondence as Abbey's formal **notice of surrender and termination** made in respect of the Leases, made effective as of the date of this correspondence.

For greater certainty, as the Leases have now terminated, you will not receive any rental payments in respect of the terminated Leases in the future.

Abbey acknowledges that it remains under an obligation to decommission and reclaim the surrendered leased premises. Abbey intends to attend to this responsibility as soon as is practicable. Abbey will provide





you with reasonable advance notice of its anticipated timeline to attend to decommissioning and reclamation tasks.

We encourage you to speak to your solicitor should you have any questions respecting the foregoing or the status of the relationship between Aldor Farms Ltd. and Abbey.

Sincerely,

DLA Piper (Canada) LLP

Per:

Jerritt R. Pawlyk

Partner

JUP/KNH/cpa





File Number	Well Number
S030242	141/08-03-024-18W3/02
S030265	141/08-10-023-18W3/02
S030559	141/06-14-023-18W3/00
S030561	141/06-15-023-18W3/00
S030566	141/16-23-023-18W3/00
S030576	141/08-15-023-18W3/00
S030937	141/16-03-023-18W3/00
S031391	141/16-26-023-18W3/00
S031595	141/06-03-024-18W3/00
S031596	141/10-03-024-18W3/00
S031597	131/12-03-024-18W3/00
S031598	141/14-03-024-18W3/00
S031599	111/16-03-024-18W3/00
S031626	141/06-04-024-18W3/00
S031627	101/04-04-024-18W3/00
S031928	131/04-02-024-18W3/00
S032050	141/02-10-023-18W3/00
S032054	141/10-03-023-18W3/00
S032259	141/10-26-023-18W3/00
S032469	141/02-15-023-18W3/00
S032470	141/04-14-023-18W3/00
S032476	131/04-02-024-18W3/00
S032477	141/04-15-023-18W3/00
S032478	141/06-02-024-18W3/00



Jerritt R. Pawlyk jerritt.pawlyk@dlapiper.com T +1 780.429.6835 F +1 780.670.4329

November 30, 2021 FILE NUMBER: 107373-00001

VIA EMAIL (DMNOBBS@GMAIL.COM)

Alpiste International Ltd. Box 434 Eatonia, SK S0L 0Y0

Attention: David Nobbs

Dear Sir:

Re: Abbey Resources Corp.

Notice of Surrender and Termination

We act as solicitors for Abbey Resources Corp. ("**Abbey**"). We are writing in respect of surface leases on between Alpiste International Ltd. as lessor and Abbey as lessee, being the leases identified on schedule "A" hereto (collectively, the "**Leases**").

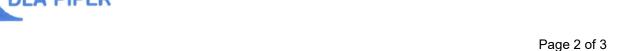
As you are aware, Abbey is currently undergoing restructuring in proceedings before the Court of Queen's Bench for Saskatchewan pursuant to the *Companies' Creditors Arrangement Act*, RSC 1985, c C-36, (the "**CCAA**"). As you may also be aware, a central component of Abbey's restructuring involves the amendment of all of Abbey's surface leases with all lessors to reduce the leased premises to an area corresponding to the acreage actually utilized by Abbey in its natural gas extraction business.

Alpiste International Ltd. has previously been offered the opportunity to enter into an amended lease with Abbey. It is our understanding that you are uninterested in amending the Leases. As Abbey has determined that it is necessary to amend all of its surface leases in order to restructure its affairs and carry on business as a going concern following its exit from CCAA proceedings, it has determined that it has no choice but to end its business relationship with Alpiste International Ltd.

Take note that Article 4(b) of the Leases provides Abbey with the lawful authority to surrender and terminate the Leases upon written notice to yourself. You may consider this correspondence as Abbey's formal **notice of surrender and termination** made in respect of the Leases, made effective as of the date of this correspondence.

For greater certainty, as the Leases have now terminated, you will not receive any rental payments in respect of the terminated Leases in the future.

Abbey acknowledges that it remains under an obligation to decommission and reclaim the surrendered leased premises. Abbey intends to attend to this responsibility as soon as is practicable. Abbey will provide



you with reasonable advance notice of its anticipated timeline to attend to decommissioning and reclamation tasks.

We encourage you to speak to your solicitor should you have any questions respecting the foregoing or the status of the relationship between Alpiste International Ltd. and Abbey.

Sincerely,

DLA Piper (Canada) LLP

Per:

Jerritt R. Pawlyk

Partner

JUP/KNH/cpa



Page 3 of 3

File Number	Well Number
S030389	41/14-18-022-21W3/00
S030390	41/14-35-022-21W3/00
S030688	11/08-19-022-21W3/00
S031900	41/06-35-022-21W3/00
S031995	41/16-18-022-21W3/00
S031996	41/06-19-022-21W3/00



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November 30, 2021 FILE NUMBER: 107373-00001

VIA EMAIL (ROBERT@ANDJELIC.CA)

Andjelic Land Inc. Suite 1630, 717 7th Avenue SW Calgary, AB T2P 0Z3

Attention: Robert Andjelic

Dear Sir:

Re: Abbey Resources Corp.

Notice of Surrender and Termination

We act as solicitors for Abbey Resources Corp. ("**Abbey**"). We are writing in respect of surface leases on between Andgelic Land Inc. as lessor and Abbey as lessee, being the leases identified on schedule "A" hereto (collectively, the "**Leases**").

As you are aware, Abbey is currently undergoing restructuring in proceedings before the Court of Queen's Bench for Saskatchewan pursuant to the *Companies' Creditors Arrangement Act*, RSC 1985, c C-36, (the "**CCAA**"). As you may also be aware, a central component of Abbey's restructuring involves the amendment of all of Abbey's surface leases with all lessors to reduce the leased premises to an area corresponding to the acreage actually utilized by Abbey in its natural gas extraction business.

Andgelic Land Inc. has previously been offered the opportunity to enter into an amended lease with Abbey. It is our understanding that you are uninterested in amending the Leases. As Abbey has determined that it is necessary to amend all of its surface leases in order to restructure its affairs and carry on business as a going concern following its exit from CCAA proceedings, it has determined that it has no choice but to end its business relationship with Andgelic Land Inc.

Take note that Article 4(b) of the Leases provides Abbey with the lawful authority to surrender and terminate the Leases upon written notice to yourself. You may consider this correspondence as Abbey's formal **notice of surrender and termination** made in respect of the Leases, made effective as of the date of this correspondence.

For greater certainty, as the Leases have now terminated, you will not receive any rental payments in respect of the terminated Leases in the future.



Page 2 of 3

Abbey acknowledges that it remains under an obligation to decommission and reclaim the surrendered leased premises. Abbey intends to attend to this responsibility as soon as is practicable. Abbey will provide you with reasonable advance notice of its anticipated timeline to attend to decommissioning and reclamation tasks.

We encourage you to speak to your solicitor should you have any questions respecting the foregoing or the status of the relationship between Andgelic Land Inc. and Abbey.

Sincerely,

DLA Piper (Canada) LLP

Per·

Jerritt R. Pawlyk

Partner

JUP/KNH/cpa

cc: Miller Thompson LLP - Kayla Romanow and Khurraum Awan- via email





File Number	Well Number
S18907-00	121/11-36-021-18W3/00
S19455-00	141/08-18-022-17W3/00
S19583-00	141/14-18-022-17W3/00
S51816-00	111/06-25-021-18W3/00
S51849-00	141/16-23-021-18W3/00
S52001-00	101/14-25-021-18W3/00
S52049-00	101/16-26-021-18W3/00
S66143-00	101/14-04-023-16W3/00
S66788-00	141/06-18-022-17W3/00
S66789-00	141/16-18-022-17W3/00
S66790-00	141/06-19-022-17W3/00
S67774-00	111/06-36-021-18W3/00
S69953-00	141/04-19-022-17W3/00
S69954-00	111/12-18-022-17W3/00
S69956-00	141/04-18-022-17W3/00
S76078-00	101/10-26-021-18W3/00
S76087-00	111/12-25-021-18W3/00
S76089-00	141/04-25-021-18W3/00
S76095-00	141/10-23-021-18W3/00
S77304-00	141/10-18-022-17W3/00
S77330-00	141/02-18-022-17W3/00
S77381-00	141/04-36-021-18W3/00
S77383-00	141/12-36-021-18W3/00
S77558-00	141/10-36-021-18W3/00
S78213-00	191/08-24-022-17W3/00
S78216-00	131/16-24-022-17W3/00
S78218-00	141/14-24-022-17W3/00



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November 30, 2021 FILE NUMBER: 107373-00001

VIA EMAIL (DMNOBBS@GMAIL.COM)

DMN AG Ventures Inc. 500-616 Main Street Saskatoon, SL S7H 0J6

Attention: David Nobbs

Dear Sir:

Re: Abbey Resources Corp.

Notice of Surrender and Termination

We act as solicitors for Abbey Resources Corp. ("**Abbey**"). We are writing in respect of surface leases on between DMN AG Ventures Inc. as lessor and Abbey as lessee, being the leases identified on schedule "A" hereto (collectively, the "**Leases**").

As you are aware, Abbey is currently undergoing restructuring in proceedings before the Court of Queen's Bench for Saskatchewan pursuant to the *Companies' Creditors Arrangement Act*, RSC 1985, c C-36, (the "**CCAA**"). As you may also be aware, a central component of Abbey's restructuring involves the amendment of all of Abbey's surface leases with all lessors to reduce the leased premises to an area corresponding to the acreage actually utilized by Abbey in its natural gas extraction business.

DMN AG Ventures Inc. has previously been offered the opportunity to enter into an amended lease with Abbey. It is our understanding that you are uninterested in amending the Leases. As Abbey has determined that it is necessary to amend all of its surface leases in order to restructure its affairs and carry on business as a going concern following its exit from CCAA proceedings, it has determined that it has no choice but to end its business relationship with DMN AG Ventures Inc.

Take note that Article 4(b) of the Leases provides Abbey with the lawful authority to surrender and terminate the Leases upon written notice to yourself. You may consider this correspondence as Abbey's formal **notice of surrender and termination** made in respect of the Leases, made effective as of the date of this correspondence.

For greater certainty, as the Leases have now terminated, you will not receive any rental payments in respect of the terminated Leases in the future.

Abbey acknowledges that it remains under an obligation to decommission and reclaim the surrendered leased premises. Abbey intends to attend to this responsibility as soon as is practicable. Abbey will provide





you with reasonable advance notice of its anticipated timeline to attend to decommissioning and reclamation tasks.

We encourage you to speak to your solicitor should you have any questions respecting the foregoing or the status of the relationship between DMW AG Ventures Inc. and Abbey.

Sincerely,

DLA Piper (Canada) LLP

Per:

Jerritt R. Pawlyk

Partner

JUP/KNH/cpa





File Number	Well Number
S030425	141/14-23-022-21W3/00
S030536	111/08-23-022-21W3/00
S030945	141/16-23-022-21W3/00
S030946	141/06-23-022-21W3/00
S032185	141/02-23-022-21W3/00
S032186	141/04-23-022-21W3/00
S032187	141/10-23-022-21W3/00
S032188	141/12-23-022-21W3/00
S030533	141/14-25-022-21W3/00
S030947	141/06-25-022-21W3/00



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November 30, 2021 FILE NUMBER: 107373-00001

VIA EMAIL (DMNOBBS@GMAIL.COM)

Litano Acres Ltd. Box 610 Swift Current, SK S9H 3W4

Attention: David Nobbs

Dear Sir:

Re: Abbey Resources Corp.

Notice of Surrender and Termination

We act as solicitors for Abbey Resources Corp. ("**Abbey**"). We are writing in respect of surface leases on between Litano Acres Ltd. as lessor and Abbey as lessee, being the leases identified on schedule "A" hereto (collectively, the "**Leases**").

As you are aware, Abbey is currently undergoing restructuring in proceedings before the Court of Queen's Bench for Saskatchewan pursuant to the *Companies' Creditors Arrangement Act*, RSC 1985, c C-36, (the "**CCAA**"). As you may also be aware, a central component of Abbey's restructuring involves the amendment of all of Abbey's surface leases with all lessors to reduce the leased premises to an area corresponding to the acreage actually utilized by Abbey in its natural gas extraction business.

Litano Acres Ltd. has previously been offered the opportunity to enter into an amended lease with Abbey. It is our understanding that you are uninterested in amending the Leases. As Abbey has determined that it is necessary to amend all of its surface leases in order to restructure its affairs and carry on business as a going concern following its exit from CCAA proceedings, it has determined that it has no choice but to end its business relationship with Litano Acres Ltd.

Take note that Article 4(b) of the Leases provides Abbey with the lawful authority to surrender and terminate the Leases upon written notice to yourself. You may consider this correspondence as Abbey's formal **notice of surrender and termination** made in respect of the Leases, made effective as of the date of this correspondence.

For greater certainty, as the Leases have now terminated, you will not receive any rental payments in respect of the terminated Leases in the future.



Page 2 of 3

Abbey acknowledges that it remains under an obligation to decommission and reclaim the surrendered leased premises. Abbey intends to attend to this responsibility as soon as is practicable. Abbey will provide you with reasonable advance notice of its anticipated timeline to attend to decommissioning and reclamation tasks.

We encourage you to speak to your solicitor should you have any questions respecting the foregoing or the status of the relationship between Litano Acres Ltd. and Abbey.

Sincerely,

DLA Piper (Canada) LLP

Per-

Jerritt R. Pawlyk

Partner

JUP/KNH/cpa



Page 3 of 3

File Number	Well Number
S031920	141/16-03-023-21W3/00
S031921	141/14-03-023-21W3/00



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November 30, 2021 FILE NUMBER: 107373-00001

VIA EMAIL (GARRYRL@HOTMAIL.COM)

Wagner Land Co Ltd. Box 125 Lancer, SK S0N 1G0

Attention: Garry Wagner

Dear Sir:

Re: Abbey Resources Corp.

Notice of Surrender and Termination

We act as solicitors for Abbey Resources Corp. ("**Abbey**"). We are writing in respect of surface leases on between Wagner Land Co Ltd. as lessor and Abbey as lessee, being the leases identified on schedule "A" hereto (collectively, the "**Leases**").

As you are aware, Abbey is currently undergoing restructuring in proceedings before the Court of Queen's Bench for Saskatchewan pursuant to the *Companies' Creditors Arrangement Act*, RSC 1985, c C-36, (the "**CCAA**"). As you may also be aware, a central component of Abbey's restructuring involves the amendment of all of Abbey's surface leases with all lessors to reduce the leased premises to an area corresponding to the acreage actually utilized by Abbey in its natural gas extraction business.

Wagner Land Co Ltd. has previously been offered the opportunity to enter into an amended lease with Abbey. It is our understanding that you are uninterested in amending the Leases. As Abbey has determined that it is necessary to amend all of its surface leases in order to restructure its affairs and carry on business as a going concern following its exit from CCAA proceedings, it has determined that it has no choice but to end its business relationship with Wagner Land Co Ltd.

Take note that Article 4(b) of the Leases provides Abbey with the lawful authority to surrender and terminate the Leases upon written notice to yourself. You may consider this correspondence as Abbey's formal **notice of surrender and termination** made in respect of the Leases, made effective as of the date of this correspondence.

For greater certainty, as the Leases have now terminated, you will not receive any rental payments in respect of the terminated Leases in the future.





Abbey acknowledges that it remains under an obligation to decommission and reclaim the surrendered leased premises. Abbey intends to attend to this responsibility as soon as is practicable. Abbey will provide you with reasonable advance notice of its anticipated timeline to attend to decommissioning and reclamation tasks.

We encourage you to speak to your solicitor should you have any questions respecting the foregoing or the status of the relationship between Wagner Land Co Ltd. and Abbey.

Sincerely,

DLA Piper (Canada) LLP

Per

Jerritt R. Pawlyk

Partner

JUP/KNH/cpa





File Number	Well Number
S030419	141/08-27-022-21W3/00
S030740	141/08-26-022-21W3/00
S030741	141/14-26-022-21W3/00
S030774	141/14-17-022-21W3/00
S030948	141/06-26-022-21W3/00
S031078	141/16-08-022-21W3/00
S031081	141/06-27-022-21W3/00
S031082	141/16-27-022-21W3/00
S031163	101/16-26-022-21W3/00
S031164	101/16-26-022-21W3/00
S031572	141/06-17-022-21W3/00
S031894	141/16-17-022-21W3/00
S031896	141/14-27-022-21W3/00
S031901	141/06-35-022-21W3/00
S032022	141/08-19-022-20W3/00
S032554	141/02-19-022-20W3/00
S032685	141/12-17-022-21W3/00
S032686	141/04-17-022-21W3/00
S69292-00	101/06-19-022-20W3/00
S69455-00	111/04-19-022-20W3/00



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November 30, 2021 FILE NUMBER: 107373-00001

VIA EMAIL (WINEGLASSRANCH@SASKTEL.NET)

Wine Glass Ranch Ltd. Box 399 Eston, SK S0L 1A0

Attention: Travis Hewitt

Dear Sir:

Re: Abbey Resources Corp.

Notice of Surrender and Termination

We act as solicitors for Abbey Resources Corp. ("**Abbey**"). We are writing in respect of surface leases on between Wine Glass Ranch Ltd. as lessor and Abbey as lessee, being the leases identified on schedule "A" hereto (collectively, the "**Leases**").

As you are aware, Abbey is currently undergoing restructuring in proceedings before the Court of Queen's Bench for Saskatchewan pursuant to the *Companies' Creditors Arrangement Act*, RSC 1985, c C-36, (the "**CCAA**"). As you may also be aware, a central component of Abbey's restructuring involves the amendment of all of Abbey's surface leases with all lessors to reduce the leased premises to an area corresponding to the acreage actually utilized by Abbey in its natural gas extraction business.

Wine Glass Ranch Ltd. has previously been offered the opportunity to enter into an amended lease with Abbey. It is our understanding that you are uninterested in amending the Leases. As Abbey has determined that it is necessary to amend all of its surface leases in order to restructure its affairs and carry on business as a going concern following its exit from CCAA proceedings, it has determined that it has no choice but to end its business relationship with Wine Glass Ranch Ltd.

Take note that Article 4(b) of the Leases provides Abbey with the lawful authority to surrender and terminate the Leases upon written notice to yourself. You may consider this correspondence as Abbey's formal **notice of surrender and termination** made in respect of the Leases, made effective as of the date of this correspondence.

For greater certainty, as the Leases have now terminated, you will not receive any rental payments in respect of the terminated Leases in the future.



Page 2 of 3

Abbey acknowledges that it remains under an obligation to decommission and reclaim the surrendered leased premises. Abbey intends to attend to this responsibility as soon as is practicable. Abbey will provide you with reasonable advance notice of its anticipated timeline to attend to decommissioning and reclamation tasks.

We encourage you to speak to your solicitor should you have any questions respecting the foregoing or the status of the relationship between Wine Glass Ranch Ltd. and Abbey.

Sincerely,

DLA Piper (Canada) LLP

Per:

Jerritt R. Pawlyk

Partner

JUP/KNH/cpa



Page 3 of 3



Schedule "A"

File Number Well Number

S030886	101/16-10-023-19W3/00
S030888	101/16-10-023-19W3/00
S031215	141/14-08-023-19W3/00
S031219	141/16-21-023-20W3/00
S031222	141/14-14-023-20W3/00
S031223	141/16-14-023-20W3/00
S031233	141/14-13-023-20W3/00
S031392	191/08-10-023-19W3/00
S031414	131/08-21-023-20W3/00
S031415	131/08-14-023-20W3/00
S031422	141/06-14-023-20W3/00
S031442	131/16-08-023-19W3/00
S031686	141/10-21-023-20W3/00
S032079	131/03-14-023-20W3/00
S033047	141/12-08-023-19W3/00
S033187	141/10-08-023-19W3/00

CAN: 39011639.1



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November 30, 2021 FILE NUMBER: 107373-00001

VIA EMAIL (GGJACKLIN@SASKTEL.NET)

Gordon Jacklin and Gloria Kimber-Jacklin Box 188 Abbey, SK S0N 0A0

Attention: Gordon Jacklin and Gloria Kimber-Jacklin

Dear Sir/Madam:

Re: Abbey Resources Corp.

Notice of Surrender and Termination

We act as solicitors for Abbey Resources Corp. ("Abbey"). We are writing in respect of surface leases on between Kimber Wells as lessor and Abbey as lessee, being the leases identified on schedule "A" hereto (collectively, the "Leases").

As you are aware, Abbey is currently undergoing restructuring in proceedings before the Court of Queen's Bench for Saskatchewan pursuant to the Companies' Creditors Arrangement Act, RSC 1985, c C-36, (the "CCAA"). As you may also be aware, a central component of Abbey's restructuring involves the amendment of all of Abbey's surface leases with all lessors to reduce the leased premises to an area corresponding to the acreage actually utilized by Abbey in its natural gas extraction business.

Kimber Wells has previously been offered the opportunity to enter into an amended lease with Abbey. It is our understanding that you are uninterested in amending the Leases. As Abbey has determined that it is necessary to amend all of its surface leases in order to restructure its affairs and carry on business as a going concern following its exit from CCAA proceedings, it has determined that it has no choice but to end its business relationship with Kimber Wells

Take note that Article 4(b) of the Leases provides Abbey with the lawful authority to surrender and terminate the Leases upon written notice to yourself. You may consider this correspondence as Abbey's formal notice of surrender and termination made in respect of the Leases, made effective as of the date of this correspondence.

For greater certainty, as the Leases have now terminated, you will not receive any rental payments in respect of the terminated Leases in the future.



Page 2 of 5

Abbey acknowledges that it remains under an obligation to decommission and reclaim the surrendered leased premises. Abbey intends to attend to this responsibility as soon as is practicable. Abbey will provide you with reasonable advance notice of its anticipated timeline to attend to decommissioning and reclamation tasks.

We encourage you to speak to your solicitor should you have any questions respecting the foregoing or the status of your relationship between Kimber Wells and Abbey.

Sincerely,

DLA Piper (Canada) LLP

Per:

Jerritt R. Pawlyk

Partner

JUP/KNH/cpa

cc: Wayne Pederson - via email





Schedule "A"

File Number	Well Number
S030524	141/08-08-022-20W3/00
S030531	111/08-24-022-21W3/00
S030716	131/14-25-022-20W3/00
S030717	111/07-35-022-20W3/00
S030719	121/02-02-023-20W3/00
S030713	131/05-02-023-20W3/00
S030720 S030721	121/12-33-022-19W3/00
S030721	121/04-36-022-13W3/00
S030723	121/04-36-022-20W3/00
S030735	101/14-28-022-19W3/00
S031000	111/06-24-022-21W3/00
S031116	141/16-27-022-20W3/00
S031110	121/02-02-023-20W3/00
S031195	121/02-02-023-20W3/00
S031516	121/09-02-023-20W3/00
S031517	121/14-02-023-20W3/00
S031517	121/05-33-022-19W3/00
S032290	141/02-08-022-19W3/00
S032291	141/02-24-022-21W3/00
S032293	141/04-24-022-21W3/00
S032294	141/10-24-022-21W3/00
S032299	141/12-24-022-21W3/00
S033641	191/11-02-023-20W3/00
S033660	141/08-02-023-20W3/00
S033662	121/09-02-023-20W3/00
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S030628	141/08-28-021-20W3/00
S030629	141/14-28-021-20W3/00
S030631	141/08-32-021-20W3/00
S030632	141/14-32-021-20W3/00





S030660	191/08-20-021-20W3/00
S030661	191/08-20-021-20W3/00
S030662	131/15-15-021-20W3/00
S030663	131/15-15-021-20W3/00
S030664	141/14-20-021-20W3/00
S030711	111/09-33-022-19W3/00
S030712	191/02-36-022-20W3/00
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S030714	121/03-03-023-19W3/00
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	121/01-04-023-19W3/00 111/07-35-022-20W3/00
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S030724	121/03-04-023-19W3/00
S030728	141/11-35-022-20W3/00
S030729	141/11-35-022-20W3/00
S031110	121/10-35-022-20W3/00
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S031253	141/06-28-021-20W3/00
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S031256	141/16-16-021-20W3/00
S031257	141/16-16-021-20W3/00
S031258	141/16-16-021-20W3/00
S031262	141/16-32-021-20W3/00
S031262	111/15-20-021-20W3/00
S031203	111/06-32-021-20W3/00
S031342	111/06-32-021-20W3/00 111/06-32-021-20W3/00
S031498	131/11-03-023-19W3/00
S031583	141/06-22-021-20W3/00
S031584	141/06-22-021-20W3/00
S031585	141/06-27-021-20W3/00
S031586	141/16-22-021-20W3/00
S031881	141/14-21-021-20W3/00
S032087	141/16-21-021-20W3/00
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S032426	111/16-34-022-20W3/00
S032920	141/10-32-021-20W3/00
S032921	141/04-32-021-20W3/00
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S032923	131/12-28-021-20W3/00
S032924	141/04-28-021-20W3/00
S032925	111/02-28-021-20W3/00
S032936	141/12-32-021-20W3/00
S44073-00	141/11-28-021-20W3/00
S51871-00	141/08-31-021-20W3/00
S51908-00	
	131/14-31-021-20W3/00
S66219-00	141/14-29-021-20W3/00



Page 5 of 5

\$66344-00 141/14-29-021-20W3/00 \$69391-00 141/16-31-021-20W3/00 \$69394-00 101/06-31-021-20W3/00 \$031196 141/15-29-021-18W3/00 **THIS IS EXHIBIT** "**G**" referred to in the Affidavit of **Jim Gettis** SWORN BEFORE ME this <u>21st</u> day of <u>January</u>, 2022.

A COMMISSIONER FOR OATHS in and for the Province of Alberta.

From: M. Kim Anderson, Q.C. Direct: (306) 933-1344

Email: mk.anderson@rslaw.com

File #: 57075.4



December 2, 2021

DLA Piper Suite 2700, 10220 - 103rd Ave NW Edmonton AB T5J 0K4

VIA EMAIL

Attention: Jerritt Pawlyk and Kevin Hoy

Dear Sirs:

RE: Abbey Resources Corp. (Abbey") **Termination of Surface Leases**

We write to follow up on yesterday's discussion with Mr. Hoy. As we advised during that conversation, our client's field staff received a number of calls yesterday arising from letters delivered on behalf of Abbey and dated on November 30, 2021. We understand that one or more of the calls advised that the landowner had been contacted by Abbey for the purposes of attending to shut down production from gas wells. The question put was the authority Abbey had to enter on the land, having terminated the lease.

During our discussion we asked for confirmation if any of the affected wells were in operation so that the Ministry can monitor the situation. We have so far not received a reply.

As advised, any circumstance where a well remains in production without an operator having access to monitor, maintain and shut down production causes considerable concern to the Ministry. For reasons set out below, Abbey's position that it will tend to decommissioning when practicable also causes concern.

We have now completed our review, which included an examination of a termination letter delivered (as we understand it) from your office to a landowner, by way of email, reports from my client on discussions held, including discussions with the Registrar of the Surface Rights Board of Arbitration and advice from the Ministry of Justice on the content of certain rulings of that Board.

We have also examined the provisions of the leases appended to the Seventh Affidavit of James Gettis, for the purposes of determining whether any provisions of those leases would affect our understanding of the legislation and the process discussed below.

The process for terminating leases is governed by the provisions of *The Surface Rights Acquisition* and Compensation Act (the "Act") and more particularly by Part VI thereof. For the purposes of this discussion, we note:

- 1. Section 53 of the Act provides that an operator may abandon or surrender part or all of any right, subject to the provisions of the Act;
- 2. Section 54 provides that a "notice of intention" to abandon or surrender all or part of any right shall be served by the operator on the owner and a copy thereof filed with the Board of Arbitration. In this regard, we note:
 - (a) The Registrar of the Board advises that no notices have been filed with the Board as at close of business yesterday; and
 - (b) Section 32 requires that service be made personally or by registered mail. It appears that the notices were delivered by email; and
- 3. Section 55 requires that where notice has been served under section 54, the operator is to restore the surface forthwith.

In the result, the notice of intention triggers an obligation by the operator to move forward with reclamation of the surface under the Act. This is, of course not an issue because the operator has issued a notice of intention and not a termination of the lease.

The operator cannot simply restore the surface following notice of intention, as they must also retain access to the site to decommission the well in accordance with the Ministry's requirements which will require that subsurface decommissioning must precede restoration of the surface of the land, and any work on the surface to take place simultaneously.

Once the decommissioning and restoral occurs (there is a statutory process to resolve any disputes) notice is provided to the Board and the lease is terminated (the operator normally discharges their land titles registrations at the same time). Of course, the operator is liable for lease payments until the process is complete.

It is accordingly the Ministry's position that the surface leases have not been effectually terminated and that Abbey retains the right to enter and to shut in the wells. We will be communicating this position to Mr Pedersen as well. We would ask that the necessary arrangements be made with Mr. Pedersen to ensure that Abbey continues to have access to all wells producing or otherwise, and for confirmation to be provided by one or both of you.

Please note also that if Abbey intends to carry on with the termination process, the expectations of the Ministry are as follows:

- 1. That notice be given to the Ministry in advance of the termination process to permit it to monitor the situation and to allow it to prepare its field staff;
- 2. That any termination take place in accordance with the Act; and
- 3. That prior to termination of the lease, all of Abbey's decommissioning obligations shall be complete to the satisfaction of the Ministry;

We would appreciate an early reply from Abbey setting out its intended course of action.

Regards.

Sincerely,

Robertson Stromberg LLP

Barristers and Solicitors

Per:

M. Kim Anderson, Q.C. Legal Prof. Corp.

MKA:

cc. Ministry of Energy and Resources:

Susaanna Laaksonen-Craig, Deputy Minister Sharla Hordenchuk, Assistant Deputy Minister, Energy Regulation Division Brad Wagner, Director, Liability Management Branch

Ministry of Justice Leanne Lang, Crown Counsel

McDougall Gauley Ian Sutherland Craig Frith



DLA Piper (Canada) LLP Suite 2700, Stantec Tower 10220 - 103rd Ave NW Edmonton AB T5J 0K4 www.dlapiper.com

Jerritt R. Pawlyk jerritt.pawlyk@dlapiper.com T +1 780.429.6835 F +1 780.670.4329

December 7, 2021 FILE NUMBER: 107373-00001

VIA EMAIL (MK.ANDERSON@RSLAW.COM)

M. Kim Anderson, Q.C Robertson Stromberg Barristers & Solicitors Suite 600 - 105 21st Street East Saskatoon SK S7K 0B3

Attention: M. Kim Anderson, Q.C.

Dear Sir

Re: Abbey Resources Corp.

Surrender and Termination of Surface Leases

We are writing in reply to your correspondence dated December 2, 2021, sent on behalf of your client, the Province of Saskatchewan's Ministry of Energy and Resources ("**MER**"), concerning notices of surrender and termination of well site surface leases sent to the surface rights owners of our client, Abbey Resources Corp. ("**Abbey**").

In the above-referenced letter, you advised us that MER takes the position that, in light of certain provisions of *The Surface Rights Acquisition and Compensation Act*, RSS 1978, c S-65, ("**SRACA**") the aforementioned notices of surrender and termination were ineffective and that the surface leases between Abbey and the landowners who received such notices remain active. For the reasons outlined below, we respectfully disagree with MER's position. In particular, we take the position that the terms of the surface leases supersede the relevant portions of SRACA. Additionally, we take the position that, even if we are mistaken and SRACA supersedes the terms of the surface leases, it does not follow that that an operator is required to pay full surface lease rental payments until such time as notice of decommissioning and restoral is provided by the operator to the Board of Arbitration appointed under SRACA (the "**Board**").

Abbey's view is that Part VI of SRACA is not applicable to circumstances involving the termination of surface leases concluded privately between operators and surface rights holders. To this point, we note that section 53 of SRACA expressly refers to the abandonment or surrender of "any right acquired by [the operator] under this Act." We interpret SRACA section 53 as specifically referring to rights granted under SRACA by the Board - for instance, an order of the Board granting an operator surface rights made pursuant to section 26 of SRACA - as opposed to surface rights granted to an operator by way of a private surface lease concluded between an owner and an operator without the intervention of the Board.

CAN: 39062909.3





Elsewhere in SRACA, the Legislature makes a specific distinction between a lease and "rights acquired under the act". For instance in section 61(2) of SRACA draws this distinction. To interpret "rights acquired under [SRACA]" as being inclusive of surface leases would offend the presumption against tautology. SRACA section 61(2) reads:

61 ...(2) The operator is liable to the owner or occupant, as the case may be, for any tortious act committed as provided in subsection (1) notwithstanding that the operator has assigned or transferred to any other person the surface lease or the surface rights acquired under this or any other Act or any regulation thereunder.

Abbey's interpretation is further buttressed by the fact that SRACA expressly provides that the terms of a privately concluded surface lease may supersede the provisions of SRACA. We refer you to section 7 of SRACA, which provides as follows:

Notwithstanding anything contained in a lease, agreement or other instrument heretofore executed whereby an operator has been granted surface rights and those rights or any of them have not been exercised prior to the coming into force of this Act, the operator may exercise any of the rights that have not been so exercised only in accordance with the provisions of this Act <u>unless the owner and occupant</u>, if any, otherwise agree in writing with the operator by a separate instrument made subsequent to the coming into force of this Act.

In light of the above, and given the absence of any provision within Part VI of SRACA prohibiting operators and producers from contracting out of that portion of SRACA, the terms of the surface leases between Abbey and its various surface rights holders - which allow for the termination upon notice without the requirement for personal service - prevail over the scheme set out in Part VI of SRACA.

Even if we are mistaken and it is the case that the provisions governing surface right termination in Part VI of SRACA supersede the terms of the surface leases between Abbey and the surface rights owners, we disagree agree with certain of the conclusions set out in your above-referenced letter - specifically, the conclusion that "the operator is liable for lease payments" until such time as "decommissioning and restoral occurs... [and] notice is provided to the Board and the lease is terminated."

No provision within Part VI of SRACA expressly or impliedly provides that an operator is required to pay to an owner full rental amounts during the process of decommissioning. Tellingly, SRACA sets out no discernable line of demarcation after which a surface right terminates following notice of termination. Rather, Part VI of SRACA merely provides surface rights owners with a mechanism for redress in the event that they are dissatisfied with the decommissioning and reclamation steps taken by an operator following notice of the operator's intention to surrender or abandon its surface rights.

We have also reviewed the Board's decision in Board Order C.B. 4/08 in the matter of Harris v Kenwood Resources Ltd., which you provided to us an authority apparently supporting MER's interpretation of SRACA. Respectfully, we view Board Order C.B. 4/08 as being supportive of Abbey's interpretation of SRACA. We point to paragraph 2 under the "Decision" heading of C.B. 4/08. There, the Board endorsed the notion that is possible for a surface lease to expire (in other words, that the lease had terminated), notwithstanding that the lessee had not attended to remediation and reclamation.

In sum, we remain of the view that the Abbey has, in fact, validly terminated its surface leases with the surface rights holders who were provided with notices by Abbey on November 30, 2021. As was stated in





such notices, Abbey remains alive to the fact that it is obligated to attend to decommissioning and reclamation of all well sites on leased premises that it has surrendered.

Regarding the three expectations of MER set out at the end of your above-referenced letter:

- a) Respecting point #1, we can advise that on a go-forward basis, Abbey will notify MER in writing of the specific leases it intends to terminate along with locations of the well sites involved. Additionally, Abbey will confirm, in each instance, that all affected wells are non-producing, have been shut in, and do not appear to Abbey to constitute any material threat to property, persons, or the environment:
- b) Respecting point #2, we can confirm that Abbey will, at all times, strive to remain in strict compliance with its obligations owing under SRACA and all other applicable legislation; and
- c) Respecting point #3, as Abbey is not under a legal obligation to complete all decommissioning and reclamation tasks prior to the termination of its surface leases, we are not amenable to adhering to MER's request that such tasks be completed prior to Abbey availing itself of its contractual rights of surrender and termination (though we stress, again, that Abbey acknowledges that it is under both statutory and contractual obligations to attend to decommissioning and reclamation at all of its disused well sites).

We trust the foregoing clearly articulates the position of Abbey on this matter. Please do not hesitate to contact us directly should you require any clarification respecting the above.

Sincerely,

DLA Piper (Canada) LLP

Per:

Jerritt R. Pawlyk

Partner

JUP/KNH/cpa

cc: MNP Ltd. - Via Email

lan Sutherland - Via Email Wayne Pederson - Via Email

From: M. Kim Anderson, Q.C.

Direct: (306) 933-1344

Email: mk.anderson@rslaw.com

File #: 57075.4



December 10, 2021

DLA Piper Suite 2700, 10220 - 103rd Ave NW Edmonton AB T5J 0K4

VIA EMAIL

Attention: Jerritt Pawlyk and Kevin Hoy

Dear Sirs:

RE: Abbey Resources Corp. (Abbey") **Termination of Surface Leases**

Thank you for your letter of December 7.

While there is no doubt that The Surface Rights Acquisition and Compensation Act (the "Act") is, in places, obscure as it approaches the half-century mark since enactment, we do adopt a different view of the applicability of the Act.

First, consider s. 23, which provides:

- 23 Sections 24 to 38 apply in connection with the drilling for, producing, recovering or gathering of a mineral, and to the acquisition by an operator of:
 - (a) the right to enter upon land for the purpose of drilling for a mineral;
 - (b) land for a well site and roadway;
 - (b.1) the right to establish, install or operate on a well site any machinery, equipment or apparatus that is specified in the regulations for use exclusively for or in connection with the drilling, completion or producing operations of a well on a well site;
 - (c) the right to enter upon, use, occupy or take land for the purpose of constructing a power line; and
 - (d) land for a battery site

The next-following section provides for the acquisition of a right:

24(1) Unless expressly authorized under an order of the board, together with a sketch plan of survey attached thereto, no operator has a right to enter upon, use, occupy or take the surface of any land or the right to acquire land or any interest therein for any purpose mentioned in section 23 until he has obtained the written consent as to the rights specified therein of the owner and occupant, if any, of the surface of the land.

We further note the provisions of s. 30:

30 Every agreement entered into after the coming into force of this Act between an operator and an owner or between an operator and the occupant, if any, with respect to compensation for any surface right mentioned in section 23 shall be in writing and a copy of the agreement shall be filed by the operator with the board within thirty days after the date of execution thereof

Similarly, we note in s. 41

- **41** Sections 42 to 52 apply to the acquisition of the following rights and land or interest therein that are required by an operator in respect of the surface of the land outside the well site, battery site and roadway:
 - (a) the right of entry upon lands lying upon the intended route of a flow line or service line for the purpose of making surveys, examinations and other necessary arrangements for fixing the site of the right of way for such line;
 - (b) the right to enter upon, use, occupy or take land or an interest therein for the purpose of laying, constructing, maintaining and repairing a flow line or service line. R.S.S. 1978, c.S-65, s.41. Right of entry, right to land, etc.

And the next-following section provides:

42(1) <u>Unless expressly authorized under an order of the board</u>, together with a sketch plan of survey attached thereto, <u>no operator has a right to enter upon</u>, <u>use</u>, <u>occupy or take the surface of any land or the right to acquire land or any interest therein for any purpose mentioned in section 41 until he has obtained the written <u>consent as to the rights specified therein of the owner and occupant</u>, if any, of the surface of the land</u>

And.in s. 51:

51 Every agreement entered into after the coming into force of this Act between an operator and an owner or between an operator and an occupant with respect to compensation for any surface rights mentioned in section 41 shall be in writing and a copy of the agreement shall be filed by the operator with the board within thirty days after the date of execution thereof. R

The foregoing provisions demonstrate that the Act governs the acquisition of rights both by board order and by agreement, such that rights acquired under the Act include both voluntary and involuntary grants of access.

In our respectful view, then, the terminations not having been effected in accordance with the Act, are ineffectual. I understand that Mr. Pederson may have arguments to make on the matter on the basis of the wording of the leases, but those are for him to make and not for me at this point.

All of this arises from two concerns:

The first relates to access. If your view of the legislation is correct, and Abbey has validly terminated the lease agreement, it has also given up its right of access to discharge the obligation to decommission and reclaim the site. If the landowners agree, there is no extant right for Abbey to enter to meet its obligations both to the landowner and to the Crown.

In our earlier discussions on this point, you had expressed Abbey's optimism that either the landowners would cooperate, or that a court order would be granted to permit access. Your client may be right about one or both, but neither is a certainty, and additional uncertainty is not something that is very desirable at this point of these proceedings.

The second relates to fulfilling the obligation. By terminating the leases, Abbey has in effect converted a time - contingent obligation into a present obligation. If the Act applies, and our position is that it does, then the obligation to restore arises forthwith .The only commitment made by Abbey is to meet its obligations when "practicable", a phrase which lacks certainty (see our comments on this above). Is Abbey in a position to provide us with a commitment as to when these obligations will be met?

We look forward to your reply

Regards.

Yours truly,

Robertson Stromberg LLP

Barristers and Solicitors

Per:

M. Kim Anderson, Q.C. Legal Prof. Corp.

MKA:

cc. Ministry of Energy and Resources:

Susaanna Laaksonen-Craig, Deputy Minister Sharla Hordenchuk, Assistant Deputy Minister, Energy Regulation Division Brad Wagner, Director, Liability Management Branch

Ministry of Justice Leanne Lang, Crown Counsel

McDougall Gauley Ian Sutherland Craig Frith Archived: Friday, January 21, 2022 12:18:57 PM

From: Hoy, Kevin

Sent: Friday, December 03, 2021 9:07:37 AM

To: M. Kim Anderson Pawlyk, Jerritt

Ce: Ian Sutherland - McDougall Gauley (isutherland@mcdougallgauley.com) Craig Frith (cfrith@mcdougallgauley.com) Travis K. Kusch

Bcc: CCAA filing 00001 Email

Subject: RE: [EXTERNAL] Abbey Resources Corp

Importance: Normal Sensitivity: None

Good morning, Kim.

I am writing with an update. Both Ms. Kerr and Aldor Farms Ltd. have confirmed that the Company is permitted to access the well sites temporarily for the purpose of confirming that wells are shut in. The Company will be attending to these wells immediately.

Additionally, we note that your correspondence to our office yesterday made reference to "discussions with the Ministry of Justice regarding the content of certain rulings" of the Surface Rights Board of Arbitration (the "Board"). We remain confident in our position and intend to articulate the same to you in a correspondence shortly. Of course, before we convey our position on this matter, we would like to ensure that our understanding of the law is not belied by rulings of the Board which we have not yet reviewed. Accordingly, we kindly ask that you advise as to the specific rulings of the Board to which you referred in your letter so as that we may review the same.

Thank you.

Best regards,

Kevin Hoy Associate

T +1 403.698.8738 F +1 403.776.8861

E kevin.hoy@dlapiper.com

From: M. Kim Anderson < mk.anderson@rslaw.com>

Sent: Thursday, December 02, 2021 7:37 PM

To: Hoy, Kevin <kevin.hoy@ca.dlapiper.com>; Pawlyk, Jerritt <jerritt.pawlyk@ca.dlapiper.com>

Cc: Ian Sutherland - McDougall Gauley (isutherland@mcdougallgauley.com) <isutherland@mcdougallgauley.com) <frith@mcdougallgauley.com) <frith@mcdougallgauley.com) <frith@mcdougallgauley.com>; Travis K. Kusch <t.kusch@rslaw.com>

Subject: Re: [EXTERNAL] Abbey Resources Corp

Thanks for this Kevin.

M. Kim Anderson, Q.C.

306.933.1344

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mk.anderson@rslaw.com

From: Hoy, Kevin < kevin.hoy@dlapiper.com > Sent: Thursday, December 2, 2021 5:34:41 PM

To: M. Kim Anderson <mk.anderson@rslaw.com>; Pawlyk, Jerritt <jerritt.pawlyk@dlapiper.com>

Cc: Ian Sutherland - McDougall Gauley (isutherland@mcdougallgauley.com) < sutherland@mcdougallgauley.com) < frith@mcdougallgauley.com) < frith@mcdougallgauley.com) < frith@mcdougallgauley.com > (sutherland@mcdougallgauley.com) < frith@mcdougallgauley.com)

Subject: RE: [EXTERNAL] Abbey Resources Corp

Thank you, Kim.

We are carefully reviewing your letter and aim to have a substantive reply out to you shortly concerning your remarks on *The Surface Rights Acquisition and Compensation Act*. For the time being, and for the purposes of the present discussion, we note that it is our view that the Company did, in fact, surrender and terminate the relevant surface leases. We respect that your view on the matter is different and we look forward to engaging with you further on this point.

In the meantime, we are able to advise as a follows concerning the status of the wells sited on the surface leases surrendered by the Company by way of the notices date November 30, 2021: the Company is of the belief that all such wells are not currently producing any natural gas and that none pose any out of the ordinary threat or risk to property, persons, or the environment. However, the Company is unable to inspect certain wells to confirm that this is the

case as two landowners have declined to grant the Company access to the relevant lands so as to allow the Company to confirm that production on such wells is, indeed, shut down. In particular, the wells that the Company cannot absolutely confirm are non-producing are the wells sited on lands owned by Aldor Farms Ltd. and Ms. Debra Kerr. For ease of reference, we have attached copies of our correspondences containing identifying information each of the relevant wells in the Schedules "A" thereto.

We will be reaching out to Mr. Pederson, common counsel for both Aldor Farms Ltd. and Ms. Kerr, shortly to determine whether there are terms on which access might be granted to the Company. So far, discussions have only occurred between the Company's representatives and the landowners directly.

The Company can confirm that all remaining wells sited on the surface leases surrendered on November 30, 2021, are, in fact, shut in.

Please do not hesitate to get in touch if you have any questions or concerns respecting the above.

Best regards,

Kevin Hoy Associate

T +1 403.698.8738

F+1 403.776.8861

E kevin.hoy@dlapiper.com

From: M. Kim Anderson < mk.anderson@rslaw.com >

Sent: Thursday, December 02, 2021 1:07 PM

To: Pawlyk, Jerritt <jerritt.pawlyk@ca.dlapiper.com>; Hoy, Kevin <kevin.hoy@ca.dlapiper.com>

Cc: Ian Sutherland - McDougall Gauley (isutherland@mcdougallgauley.com) < isutherland@mcdougallgauley.com) < (rith@mcdougallgauley.com) < (rith@mcdougallgauley.c

Subject: [EXTERNAL] Abbey Resources Corp

DLA Piper (Canada) LLP ALERT: This is an external email. Do not click links or open attachments unless you recognize the sender's email address and know the content is safe.

Jerritt and Kevin, our letter, written to follow up on yesterday's call, is attached for your review.

Regards.



M. KIM ANDERSON, Q.C. | Lawyer | Bio

P: (306) 933-1344 F: (306) 652-2445 E: mk.anderson@rslaw.com



Suite 600 - 105 21st Street East Saskatoon SK S7K 0B3

rslaw.com

Operating as M. Kim Anderson, Q.C. Legal Prof. Corp.

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Archived: Friday, January 21, 2022 12:18:52 PM

From: Hoy, Kevin

To: M. Kim Anderson Pawlyk, Jerritt

Cc: Ian Sutherland - McDougall Gauley (isutherland@mcdougallgauley.com) Craig Frith (cfrith@mcdougallgauley.com) Travis K. Kusch

Bcc: CCAA filing 00001 Email

Subject: RE: [EXTERNAL] Abbey Resources Corp

Importance: Normal Sensitivity: None Attachments:

Notice of Surrender and Termination - Aldor Farms Ltd. - November 30, 2021.PDF bebra Kerr - Notice of Surrender and Termination - November 30, 2021.PDF

Thank you, Kim.

We are carefully reviewing your letter and aim to have a substantive reply out to you shortly concerning your remarks on *The Surface Rights Acquisition and Compensation Act*. For the time being, and for the purposes of the present discussion, we note that it is our view that the Company did, in fact, surrender and terminate the relevant surface leases. We respect that your view on the matter is different and we look forward to engaging with you further on this point.

In the meantime, we are able to advise as a follows concerning the status of the wells sited on the surface leases surrendered by the Company by way of the notices date November 30, 2021: the Company is of the belief that all such wells are not currently producing any natural gas and that none pose any out of the ordinary threat or risk to property, persons, or the environment. However, the Company is unable to inspect certain wells to confirm that this is the case as two landowners have declined to grant the Company access to the relevant lands so as to allow the Company to confirm that production on such wells is, indeed, shut down. In particular, the wells that the Company cannot absolutely confirm are non-producing are the wells sited on lands owned by Aldor Farms Ltd. and Ms. Debra Kerr. For ease of reference, we have attached copies of our correspondences containing identifying information each of the relevant wells in the Schedules "A"" thereto.

We will be reaching out to Mr. Pederson, common counsel for both Aldor Farms Ltd. and Ms. Kerr, shortly to determine whether there are terms on which access might be granted to the Company. So far, discussions have only occurred between the Company's representatives and the landowners directly.

The Company can confirm that all remaining wells sited on the surface leases surrendered on November 30, 2021, are, in fact, shut in.

Please do not hesitate to get in touch if you have any questions or concerns respecting the above.

Best regards.

Kevin Hoy

Associate

T +1 403.698.8738 F +1 403.776.8861 E kevin.hoy@dlapiper.com

From: M. Kim Anderson <mk.anderson@rslaw.com>

Sent: Thursday, December 02, 2021 1:07 PM

To: Pawlyk, Jerritt <jerritt.pawlyk@ca.dlapiper.com>; Hoy, Kevin <kevin.hoy@ca.dlapiper.com>

Cc: lan Sutherland - McDougall Gauley (isutherland@mcdougallgauley.com) < isutherland@mcdougallgauley.com>; Craig Frith (cfrith@mcdougallgauley.com) < frith@mcdougallgauley.com>; Travis K. Kusch < t. kusch@rslaw.com>

Subject: [EXTERNAL] Abbey Resources Corp

DLA Piper (Canada) LLP ALERT: This is an external email. Do not click links or open attachments unless you recognize the sender's email address and know the content is safe.

Jerritt and Kevin, our letter, written to follow up on yesterday's call, is attached for your review.

Regards



M. KIM ANDERSON, Q.C. | Lawyer | Bio



Suite 600 - 105 21st Street East Saskatoon SK S7K 0B3

rslaw.com

Operating as M. Kim Anderson, Q.C. Legal Prof. Corp.

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THIS IS EXHIBIT "H" referred to in the Affidavit of **Jim Gettis** SWORN BEFORE ME this <u>21st</u> day of <u>January</u>, 2022.

A COMMISSIONER FOR OATHS in and

for the Province of Alberta.



Email: | jerritt.pawlyk@ca.dlapiper.com

December 4, 2021

DLA Piper (Canada) LLP Suite 2700, 10220 - 103rd Ave NW Edmonton, AB T5J 0K4

Attention: Jerritt Pawlyk

Dear Sir:

Re: Abbey Resources

Our File: WP99095

We have reviewed the notices (11) which were sent by you on November 29, 2021. These notices purported to terminate a substantial number of surface leases. We have reviewed a copy of the form of lease adopted by each of Husky, Enerplus and Profico. In addition we have reviewed the abandonment provisions of *The Surface Rights Acquisition and Compensation Act*.

WAYNE L. PEDERSON

(306) 653-6427 wpederson@lelandlaw.ca

PATTI MALACH

pmalach@lelandlaw.ca

(306) 653-6473

Reply to:

E-mail:

E-mail:

Assistant:

Direct Dial:

Direct Dial:

As a result of our review, we have concluded that your client was not in a position to terminate the surface leases in question. Our position is that the abandonment procedure and reclamation of the site is a prerequisite to any right to surrender and terminate the surface leases.

As you know it is our position that all rent that has become due since the date of filing is due and owing to the surface leaseholders.

The affected parties will be advised of our position with respect to the termination issue. Please confirm that Abbey Resources is prepared to withdraw the notices of termination.

Yours truly,

Leland Kimpinski LLP

Wayne L. Pederson

/nlm

THIS IS EXHIBIT "I" referred to in the Affidavit of **Jim Gettis** SWORN BEFORE ME this <u>21st</u> day of <u>January</u>, 2022.

A COMMISSIONER FOR OATHS in and for the Province of Alberta.



MILLER THOMSON LLP
BANK OF MONTREAL BUILDING
2103 - 11TH AVENUE, SUITE 600
REGINA, SK S4P 3Z8
CANADA

Khurrum Awan

File: 0223013.0036

Direct Line: 306.347.8338 kawan@millerthomson.com

T 306.347.8300 F 306.347.8350

MILLERTHOMSON.COM

December 8, 2021

Delivered Via E-Mail: jerritt.pawlyk@dlapiper.com

DLA Piper (Canada) LLP Suite 2700, Stantec Tower 10220 - 103rd Ave NW Edmonton AB T5J 0K4

Attention: Jerritt R. Pawlyk

Dear Sir:

Re: Abbey Resources Corp. ("Abbey")

Notice of Surrender and Termination

Your File: 107373-00001

We act as solicitors for Andjelic Land Inc. ("Andjelic"). This letter is in reply to your letter to Andjelic dated November 30, 2021, wherein you provided notice that Abbey is surrendering and terminating its leases effective as of November 30, 2021. You further advised that Abbey would not make any rental payments with respect to these leases.

Andjelic does not accept that Abbey is entitled to provide notice and cease making rental payments – on which it has been delinquent for a considerable period of time. Pursuant to the leases in question, Abbey is required to make lease payments until the well have been decommissioned and the areas have been reclaimed to standards specified in the leases. Our client's instructions are to commence legal proceedings and take all related steps necessary to enforce its rights, subject to the terms of any orders made by the Court in the CCAA proceedings.

We ask that your client govern itself accordingly.

Yours truly,

MILLER THOMSON LLP

Khurrum Awan

CC: MNP Ltd., Monitor for Abbey Resources Corp. <abbeyresources@mnp.ca> Attention: Victor P. Kroeger

Archived: Friday, January 21, 2022 12:19:42 PM

From: <u>Hoy, Kevin</u>
To: <u>Awan, Khurrum</u>

Cc: Pawlyk, Jerritt Ian Sutherland - McDougall Gauley (isutherland@mcdougallgauley.com) Craig Frith (cfrith@mcdougallgauley.com) Rick Anderson Victor Kroeger Olatunji, Vivian mk.anderson@rslaw.com

Bcc: CCAA filing 00001 Email

Subject: RE: [EXTERNAL] Abbey Resources Corp. Notice of Surrender and Termination [MTDMS-Legal.FID9501668]

Importance: Normal Sensitivity: None

Thanks, Khurrum.

We disagree that our position is optimistic. Also, I am uncertain as to how the results of a prior dispute between Abbey and Andjelic is possibly relevant to the present discussion? If there is some connection between the two matters that I am missing, I kindly ask that you elaborate.

In any event, if you believe our analysis is incorrect and wish to discuss this matter before embarking on a potentially costly course of action, we are always open to dialogue.

We look forward to discussing this matter further.

Regards,

Kevin Hoy Associate

T +1 403.698.8738 F +1 403.776.8861 E kevin.hoy@dlapiper.com

From: Awan, Khurrum < kawan@millerthomson.com>

Sent: Sunday, December 12, 2021 4:21 PM **To:** Hoy, Kevin <kevin.hoy@ca.dlapiper.com>

Cc: Pawlyk, Jerritt <jerritt.pawlyk@ca.dlapiper.com>; lan Sutherland - McDougall Gauley (isutherland@mcdougallgauley.com) <isutherland@mcdougallgauley.com>; Craig Frith (cfrith@mcdougallgauley.com) <cfrith@mcdougallgauley.com>; Rick Anderson <Rick.Anderson@mnp.ca>; Victor Kroeger <Victor.Kroeger@mnp.ca>; Olatunji, Vivian

<volatunji@millerthomson.com>; mk.anderson@rslaw.com

Subject: RE: [EXTERNAL] Abbey Resources Corp. Notice of Surrender and Termination [MTDMS-Legal.FID9501668]

Thank you Kevin, for your note and sharing the lengthy argument Abbey presented to counsel for the Ministry of Energy and Resources.

In our respectful view, it is a rather optimistic statutory interpretation argument which ultimately Abbey will have to present to the Court either in the context of the CCAA proceedings or in subsequent court proceedings with at least Andjelic Land Inc. As you may be aware, Andjelic has already dealt successfully with optimistic statutory interpretation arguments presented by Abbey in recent court proceedings where Abbey was ordered to pay two-years of unpaid rents to Andjelic. Accordingly, we will save our arguments for the appropriate forum.

Our letter of December 8 had noted our awareness of the CCAA proceedings, but we appreciate you drawing them to our attention again.

Regards,

KHURRUM R. AWAN

Partner

Miller Thomson LLP

6th Floor, Bank of Montreal Building

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Regina, Saskatchewan S4P 3Z8

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millerthomson.com



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From: Hoy, Kevin [mailto:kevin.hoy@dlapiper.com]

Sent: Wednesday, December 8, 2021 5:08 PM

To: Awan, Khurrum <kawan@millerthomson.com>

Cc: Pawlyk, Jerritt < jerritt.pawlyk@dlapiper.com>; Ian Sutherland - McDougall Gauley (isutherland@mcdougallgauley.com) < isutherland@mcdougallgauley.com>; Craig Frith (cfrith@mcdougallgauley.com) < cfrith@mcdougallgauley.com>; Rick Anderson < Rick.Anderson@mnp.ca>; Victor Kroeger < Victor.Kroeger@mnp.ca>; Olatunji, Vivian

<volatunji@millerthomson.com>

Subject: [**EXT**] RE: [EXTERNAL] Abbey Resources Corp. Notice of Surrender and Termination [MTDMS-Legal.FID9501668]

Good afternoon, Khurrum.

Thank you for your letter of today's date concerning the status of the relationship between Abbey Resources Corp. ("Abbey") and Andjelic Land Inc. ("Andjelic").

Respectfully, we disagree with your assertion that Abbey has not terminated the surface leases described in its notice of surrender and termination conveyed to Andjelic on November 30, 2021. In short, no statutory authority prevents from availing itself of its right to terminate its surface leases in accordance with the express terms of such surface leases. For a more comprehensive explanation of Abbey's position on this front, we refer you to an attached correspondence from our office to counsel for the Ministry of Energy and Resources, dated December 7, 2021. For convenience, we have also attached a decision from the surface rights Board of Arbitration to which we refer in the said correspondence.

Regarding your threat to commence proceedings against Abbey, we wish to remind you of the general stay of proceedings imposed in respect of all claims against Abbey *per* paragraph 14 the Initial Order granted in the matter of Q.B. No. 733 of 2021, as extended by the Third Extension Order dated November 24, 2021. Should you seek to commence separate proceedings against Abbey for any purpose other than preserving a limitation period, we will seek an order staying such action pending completion of Abbey's restructuring proceedings under the *Companies' Creditors Arrangement Act*.

We trust the foregoing clarifies Abbey's position on this matter.

Best regards, Kevin Hoy

Associate

T +1 403.698.8738 F +1 403.776.8861 E kevin.hoy@dlapiper.com



DLA Piper (Canada) LLP Suite 1000, Livingston Place West 250 2nd St SW Calgary, AB T2P 0C1 www.dlapiper.com

From: Olatunji, Vivian < volatunji@millerthomson.com >

Sent: Wednesday, December 08, 2021 9:42 AM **To:** Pawlyk, Jerritt < <u>jerritt.pawlyk@ca.dlapiper.com</u>>

Cc: 'abbeyresources@mnp.ca' <abbeyresources@mnp.ca'>; Awan, Khurrum <<u>kawan@millerthomson.com</u>> **Subject:** [EXTERNAL] Abbey Resources Corp. Notice of Surrender and Termination [MTDMS-Legal.FID9501668]

DLA Piper (Canada) LLP ALERT: This is an external email. Do not click links or open attachments unless you recognize the sender's email address and know the content is safe.

Good morning,

Please find attached a correspondence from Khurrum Awan regarding the above-noted.

Kind regards,

VIVIAN OLATUNJI

Legal Assistant

Miller Thomson LLP

Services provided through Miltom Management LP 6th Floor, Bank of Montreal Building 2103 11th Avenue Regina, Saskatchewan S4P 3Z8

Direct Line: +1 306.347.8329

Fax: +1 306.347.8350

Email: volatunji@millerthomson.com

millerthomson.com



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THIS IS EXHIBIT "J" referred to in the Affidavit of Jim Gettis SWORN BEFORE ME this 21st day of January, 2022.

A COMMISSIONER FOR OATHS in and for the Province of Alberta.

Archived: Friday, January 21, 2022 12:20:27 PM

From: Hoy, Kevin

Sent: Friday, January 14, 2022 2:45:23 PM

To: j.lavoie-harding@mckercher.ca

Bcc: CCAA filing 00001 Email

Subject: Abbey Resources Corp. - Jacklin & Kimber-Jacklin - leasing issues

Importance: Normal Sensitivity: None

Good afternoon, Janine.

Sorry for the delayed follow-up. Further to our conversation from last week, I am witing to discuss the particulars o potential arrangement between Abbey Resources Corp (the **Company**") and your clients, Gordon Jacklin and Gloria Kimber-Jacklin.

As I had mentioned, the Company proposestoenter into novel leasing arrangements with your dients that would see it all to continue to access their lands until such time the wells sited thereon have been decommissioned. The proposal to en into novel leasing arrangements pertains exclusively to leases for wells (or access points thereto). The Company wishes to continue to lease the header sites at 100% located on your clients' land at 100% of the original lease value.

The Company's proposal is straight for word the Company only uses a fraction of the landit leases. The acreage leased we meant to accommodate drilling equipment. The Company will never need to conduct any drilling at any of its well sites in the future. Accordingly, it seeks to reduce the acreage rented under its surface leases to correspond only to the area actually in use.

Set ting aside is sues of necessity given its insolvency, the Company believes that this proposal is reasonable and justifiable indeed, reduction of rental amounts corresponding to a reduction in acreage utilized by the lesse is contemplated unboth the surface leases themselves and *The Surface Rights Acquisition and Compensation A* Unfortunately, amending the surface leases using the procedure to do so *The Surface Rights Acquisition and Compensation A* two old require the Company to refer hundreds of disputes separately to the Surface Rights Board of Arbitration. For this reason, both prior and subsequent to the Company's entry into proceedings under the *Companies' Creditors Arrangement Act* (the "CCAA"), the Company has endeavoured to amend its surface leases by agreement with various surface rights holders. The Company is treating a freehold lessors and the Crown on equal footing inits negotiations - i.e., all leases are amended on the basis of acre reduction using objective analysis of lands used. No freehold surface rights holder has been offered special terms.

It is our understanding that James Gettis, the Company's CEO, has directly approached your clients to discuss the possibility of entering into an amended leasing arrangement. It is also our understanding that your clients had indicated that they were unwilling to discuss entering into an amended leasing arrangement at the time of those discussions in November of 2021.

Leasing Proposal

As stated, the Company proposes to enter into surface leases that would reduce the acreage rented to correspond to the area utilized by the Company. This is to say, the per acre rental will remain unchanged from the original leases, but the acres rented will be reduced. On average, total rental amounts payable to lessors after the acreager eduction correspond to 31. of the original rental amount. Your clients can expect a similar reduction from the original rental rates quited oset oth percentage.

Full annual rental amounts will be paid upon entry into the surface leases and at anniversary dates thereafter.

Please see at tached a blank a mendedlease agree ment. The Company has used this for mof agree ment to a mend all of it surface leases since its entry into CCAA proceedings in August of 2021. In the case of your clients, we would seek to modify this standard-form agreement to incorporate the terms contained in the original leases into novel leases using the company's

acreage reduction methodology.

In our conversation last week, you had inquired about the status of the rent dearr ears owing to your dients. While the existence of such arrears is not disputed by the Company, we are prohibited by the terms of the Initial Order granted in the CCAA proceedings from paying your clients any rental arrears at this time. Rent dearr ears owing to your dients (as well a rental arrears owing to other landowners and debts owing to the Company's creditors generally) will be addressed in a plan of arrangement the Company intends to propose in the coming months.

The particulars of the plan of arrange ment are not yet findized. However, any plan put forward will a linust certainly entail proposal to distribute payments to the Company's creditors from future gas sales revenues over a period of several years. It is our intention to consult with the Company's key stakeholders, indusive of your dients, as we prepare the Company's plan o arrangement.

Possibility of Disclaimer

It is understanding that your clients dispute that the Company validly terminated surface leases between itself and your clients by way of the provision of surrender and termination notices on Nov ember 30, 2021. Though we maintain that t Company validly surrendered and terminated surface leases pertaining to wells (but not header sites) located on your clients land, the Company will likely have no choice but to avail itself of its right of disclaimer under section 32 of the CCAAif you clients are unwilling to enter into a leasing agreement at reduced rental rates.

This is to say, if your clients are not interested in entering into surface leases with the Company at the reduced rental rates discussed above, the Company will issue disclaimer notices in respecting the surface leases to well sites on your dient lands. Such disclaimer notices will be issued out of an abundance of caution to be relied on only in the event that the Coushould disagree that the Company validly terminated and surrendered leases by way of notice to certain landowner (inclusive of your clients) on November 30, 2021.

Assuming the leases remain in effect (which is disputed), the obligation to pay full rental amounts the reunder will ceaupon disclaimer.

Of course, we recognize that the Company's assets remain sited on your lands and that the Company will, in any and all circumstances, remain under an obligation to decommission its abandoned assets at its expense Forthisr eason in the even of disclaimer, the Company will seek an Order under section 11 of the CCAA entitling it to access your dients' lands for t purpose of at tending to decommissioning and red a mation tasks. In this event, Company will seek that the section 11 or require the Company to pay your clients compensation for occupancy of their lands at an amount equal to the reduced acreage rental rate. Such compensation would be paid monthly and not annually.

Lastly, we stress that the Company's ability to restructure will be jeopardized if it is not able to reduce its fixedcosts owngt freehold surface rights holders, such as your clients. If your clients and other surface rights holders were to succeed in requiring the Company to pay full annual rentals, its viability would be doubtful.

Should the Company's restructuring fail, your clients' will cease to receive any compensation what soever for the ongoin occupancy of their lands and will forever lose out on the opportunity to recoup any past arrears.

Thank you in advance for taking the timeto canvass the Company's leasing proposal with your dients. If your dients are amenable to entering into the proposal, we will expedite the completion of a final package including completed leases a schedules thereto. Conversely, if your clients are unwilling to enter into the arrangement proposed above, we kindly ask that you advise as much at your earliest possible convenience so as that we may commence the process of disclaimer.

Of course, do not hesitate to get in touch if you wish to discuss the foregoing or any other mat ters assed at ed with the Company's restructuring. We look forward to hearing from you.

Best regards,

Kevin Hoy

Associate

T +1 403.698.8738 F +1 403.776.8861 E kevin.hoy@dlapiper.com



DLA Piper (Canada) LLP Suite 1000, Livingston Place West 250 2nd St SW Calgary, AB T2P 0C1 www.dlapiper.com **THIS IS EXHIBIT** "K" referred to in the Affidavit of **Jim Gettis** SWORN BEFORE ME this <u>21st</u> day of <u>January</u>, 2022.

A COMMISSIONER FOR OATHS in and for the Province of Alberta.

Archived: Friday, January 21, 2022 12:20:45 PM

From: Hoy, Kevin

Sent: Monday, January 17, 2022 1:02:16 PM

To: kawan@millerthomson.com
Cc: Romanow, Kayla Pawlyk, Jerritt
Bcc: CCAA filing 00001 Email

Subject: Abbey Resources Corp. - Andjelic Land Inc. - leasing issues

Importance: Normal Sensitivity: None

Good afternoon, Khurrum.

We are writing concerning the surface leases between Abbey Resources Corp. ("Abbey Resources" or the "Company") and Andjelic Land Inc. ("Andjelic Land"). The surface leases in question are identified in the correspondence sent to Andjelic Land on November 30, 2021, (the "Surrender and Termination Notice") by our office.

As you are aware, Abbey Resources takes the position that it lawfully terminated the surface leases by way of providing Andjelic Land with the Surrender and Termination Notice. We understand that Andjelic Land disputes that Abbey Resources was in a position to terminate the Surface Leases and maintains that the Surface Leases remain active.

We are writing to address outstanding issues concerning the surface leases and the Company's ongoing obligation to decommission the wells sited on property belonging to Andjelic Land. As we have consistently represented in the Company's ongoing restructuring proceedings under the Companies' Creditors Arrangement Act, RSC 1985, c C-36 (the "CCAA"), the Company intends to decommission all of its disused natural gas wells. We recognize that both surface and downhole wellsite infrastructure remains in place on Andjelic Land's property and that the Company will need to secure a right of access to such lands to attend to decommissioning and reclamation works.

In order to secure a right of access to Andjelic Land's property, and to compensate Andjelic Land for such access and occupation, Abbey Resources proposes to enter into a new leasing arrangement for each of the parcels of land formerly leased by the Company.

The Company proposes to enter into the leasing arrangement that it has previously discussed with Andjelic Land, whereby the surface area rented by the Company under each individual lease will be reduced to correspond to the acreage actually utilized by the Company. The rental rate *per* acre will remain unchanged from the original surface leases. Analysis of the 1,000+ amended surface leases already entered into between the Company and other surface rights holders shows that, on average, acreage is reduced to 31.33% of the original leases. We anticipate Andjelic Land would see a reduction along these lines.

The novel leasing arrangement would involve Andjelic Land being paid the full annual rental amount (at the varied rate) upon signing, and annual rental amounts again going forward on the lease anniversary dates in the future. The Company would seek to incorporate the terms of the original leasing agreements between Andjelic Land and the Company.

We are able to advise that the terms proposed to Andjelic Land are no better or worse than the terms proposed to all of the other freehold surface rights holders with which the Company has ongoing or terminated leasing arrangement. Given its desire to treat all freehold surface rights holders fairly and on equal footing as it seeks to restructure, the Company does not consider itself in a position to offer favourable terms to Andjelic Land or any other freehold surface rights holder.

Possibility of Disclaimer

If Andjelic Land is not amenable to entering into a new leasing arrangement, please be advised that we will be seeking declaratory relief from the Court confirming that the Company was in a position to terminate the surface leases by way of written notice to Andjelic Land.

In the event that we are mistaken and that the Court should determine that the Company was unable able to terminate surface leases between itself and Andjelic Land, the Company will alternatively seek to avail itself of its right to disclaim the Surface Leases pursuant to section 32 of the CCAA.

Note the Company has no intention of treating Andjelic Land differently in this regard from any other surface rights holder that has

declined to enter into a modified leasing arrangement. At this juncture, it appears probable that all surface leases that cannot be modified by agreement will be disclaimed by the Company.

Should it be necessary to disclaim the Surface Leases, it would be the Company's intention to seek an additional Order pursuant to section 11 of the CCAA entitling it to access Andjelic Land's property for the purpose of attending to decommissioning and reclamation works, conditional upon the Company's monthly payment of an amount to Andjelic Land equivalent to the reduced acreage amount.

For greater certainty, regardless of whether the Surface Lease have been terminated or are later disclaimed, the Company acknowledges that it remains under a legal obligation to attend to the decommissioning and reclamation of the wellsite infrastructure sited on Andjelic Land's property.

Lastly, we stress that the Company's ability to restructure will be jeopardized if it is not able to reduce its fixed costs owing to freehold surface rights holders, such as Andjelic Land. If Andjelic Land and other surface rights holders were to succeed in requiring the Company to pay full annual rentals, its ability to restructure and carry on business would be in doubt.

Should the Company's restructuring fail, there will be no possibility of Andjelic Land receipting any future revenues whatsoever from the occupancy of its property by the Company's wellsite infrastructure. Furthermore, the Company's dissolution and the transfer of custody of its wells to the Province of Saskatchewan's Orphan Fund may delay the timeline for the decommissioning of the wells sited on Andjelic Land's property. As understand it, hundreds of wells awaiting decommissioning currently sit in the Orphan Fund's inventory. While we cannot speak to the Orphan Fund's timeline for decommissioning any oil and gas infrastructure, let alone wells sited on Andjelic Land's property, we anticipate that the relegation of the Company's 2,300 wells into the Orphan Fund's inventory will exacerbate backlogs in decommissioning.

Conversely, we anticipate that the Company's well site infrastructure sited on Andjelic Land's property will be fully decommissioned in the coming years by the Company if it is successful in its restructuring. As the Company has consistently maintained since the commencement of the CCAA proceedings, a cornerstone of any restructuring plan will necessarily entail the decommissioning of all of its unproductive wells.

We thank you in advance for taking the time to review this matter carefully with your client. We kindly ask that you advise at your earliest opportunity as to whether Andjelic Land, having considered the foregoing, is amenable to entering into the leasing arrangement discussed above. Of course, do not hesitate to get in touch if you have any questions or concerns respecting the foregoing.

Best regards,

Kevin Hoy Associate

T +1 403.698.8738 F +1 403.776.8861 E kevin.hoy@dlapiper.com



DLA Piper (Canada) LLP Suite 1000, Livingston Place West 250 2nd St SW Calgary, AB T2P 0C1 www.dlapiper.com THIS IS EXHIBIT "L" referred to in Affidavit Jim Gettis of SWORN BEFORE ME this 21st day of January, 2022.

A COMMISSIONER FOR OATHS in and

for the Province of Alberta.

CERTIFIED I HUE COFT

As per Section 86 of the Indian Act

Carry The Kettle First Nation

LAND & TRUST SERVICES

Date

Carry The Kettle First Nation

Property Assessment and Taxation By-law

Page 17

- 45. (1) Where it is shown that a person liable for taxes on an interest in land was not liable for taxes or was taxed in excess of the proper amount, at the direction of Council, the Tax Administrator shall refund to the taxpayer the amount paid in excess of liability.
- (2) Where taxes imposed under this By-law are to be refunded under this section, Council may direct the Tax Administrator to refund the amount in whole or in part by applying it as a credit on account of the taxes due or accruing due.

PART XII

DUE DATE AND INTEREST

When taxes Payable

- 46. (1) Subject to sections 47 and 48, taxes levied in a tax notice mailed under section 42 are due and payable as of September 30 of the year in which they are first levied at the office of the taxation authority notwithstanding that an appeal under Part X may be pending.
- (2) All taxes payable under this By-law are debts due to the taxation authority and are recoverable as such in any court of competent jurisdiction or in any other manner provided by this By-law.
- (3) Where any person alleges that he or she is not liable to pay taxes imposed pursuant to this By-law, the person shall either initiate proceedings in a court of competent jurisdiction or launch an appeal within thirty (30) days of the date of mailing of the tax notice referred to in Part XI.
- (4) Unless a challenge is initiated pursuant to subsection (3), the taxpayer shall thereafter be estopped from denying liability to pay taxes and estopped from challenging any steps taken to enforce the payment of taxes as provided in Part XVI.
- (5) The locatee or any other person who has registered a security interest against the taxpayer's interest in land in the registers may pay the taxes due and such payment shall extinguish the debt owing to the taxation authority.
- 47. Where taxes are due and payable in conjunction with payment of rent under Part XIII, the proportionate payment is due and payable on the date that the rent is due and payable.
- 48. Where an assessment roll is amended under this By-law, it shall, for the purposes of this Part, be deemed to be amended as of the date of adoption of the assessment roll under section 23.
- 49. If all or any portion of taxes remain unpaid after September 30 of the year they are first levied, the unpaid portion shall accrue compound interest at the rate of 1.0% per month or any part thereof.
- 50. Where taxes are in arrears and part payment is received, the payment shall be applied firstly to accrued interest and then arrears, and any balance shall be applied to current taxes.

Interest



MLT Aikins LLP 1500 - 1874 Scarth Street Regina, SK S4P 4E9 T: (306) 347-8000 F: (306) 352-5250

MEMORANDUM

To:	Kevin Hoy – DLA Piper
From:	Sonia Eggerman
Date:	December 13, 2021
Re:	Abbey Resources Corp – 2021 Property Tax Carry the Kettle Nakoda Nation
File No:	0139106-00021

Executive Summary

Carry the Kettle Nakoda Nation's ("CTK") position is that the entirety of the 2021 property taxes are post-filing debts that Abbey Resources Corp. ("Abbey") is mandated to pay by virtue of ss. 8(c) and 9 of the order granted by the Honourable Mr. Justice Meschishinick pursuant to the *Companies' Creditors Arrangement Act*, RSC 1985, c C-36 (the "Order").

Jurisdiction for the Property Taxes Owing to Carry the Kettle Nakoda Nation

CTK's jurisdiction to impose property taxes on interests held in its reserve lands is found in s. 83(1)(a) of the *Indian Act*, RSC 1985, c I-5, which states as follows:

Money by-laws

- **83 (1)** Without prejudice to the powers conferred by section 81, the council of a band may, subject to the approval of the Minister, make by-laws for any or all of the following purposes, namely,
 - (a) subject to subsections (2) and (3), taxation for local purposes of land, or interests in land, in the reserve, including rights to occupy, possess or use land in the reserve;

CTK has passed, and the Minister has approved, a property tax bylaw being Carry The Kettle First Nation Property Assessment & Taxation By-Law No. 1-2003 (the "Bylaw"). It is this Bylaw that forms the underlying basis for the obligation for Abbey to pay property taxes to CTK.

The Bylaw provides a base proposition that all interests in land are subject to taxation under the Bylaw (s. 5). Each year Chief and Council adopt a bylaw imposing that year's tax rates to be



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applied to the assessed value of the interests and improvements on the land (s. 11). The Bylaw then provides an assessment process, with applicable appeal provisions. Then once the assessment roll is adopted, the tax notices are then to be sent out by August 31 (s. 42), however a failure to do so in the required time does not affect the liability of the tax payor (s. 73(c)). The tax payor then has until September 30, to pay the taxes levied (s. 12; s. 46(1)). The Bylaw then sets out enforcement powers that CTK can take should the property taxes not be paid, as well as applicable time periods for when those measures can be undertaken.

Applying these provisions to the circumstances of Abbey, there are potentially two ways to look at when property taxes become debts arising, however in both instances they would constitute post-filing debts.

The first, and most straightforward way to look at the issue would be to look at ss. 12 and 46(1) of the Bylaw and conclude that property taxes become debts owing to CTK on the final day that Abbey has to pay them, which is September 30 of each year. Section 12 and s. 46(1) of the Bylaw state as follows:

- **12.** Taxes levied in a taxation notice mailed under section 24 [sic] are due and payable on September 30 of the year in which they are levied.
- **46.** (1) Subject to sections 47 and 48, taxes levied in a tax notice mailed under section 42 are due and payable as of September 30 of the year in which they are first levied at the office of the taxation authority notwithstanding that an appeal under Part X may be pending.

Reading the Bylaw in an ordinary fashion would seem to expressly provide that property taxes are due and payable on September 30, and that it on this date that the property taxes assessed crystallize into an actual legal obligation to pay. Given September 30, falls after the date of the Order, August 13, 2021, the obligation to pay would fall in its entirety after the date of the Order.

The second way to read the Bylaw would be read it as implying that it is the taxation notice itself that imposes the obligation to pay. This would make strong practical sense, as it is only when a tax payor receives the taxation notice that they become aware of what they have to pay. Further, the Bylaw commonly uses language such as that found in s. 12: "Taxes levied in a taxation notice". This interpretation is also seen in Schedule VII, which sets out the standard form taxation notice, which states: "taxes in the amount ______ are hereby levied with respect to the abovenoted interest in land, and take notice that said taxes are due and payable forthwith". Given this, it is possible to interpret the Bylaw as providing that it is the taxation notice that levies the property taxes and creates the obligation to pay under the Bylaw; and September 30 is simply the deadline by which this obligation must be satisfied.

Ultimately, for the purposes of determining whether the amounts for 2021 property taxes are prefiling or post-filing obligations, it is a distinction without a difference. September 30 is after August 13, and CTK did not provide Abbey a taxation notice prior to August 13, 2021. CTK



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concedes it would not be able to able to circumvent the Order by simply failing to provide the tax notice on time, however, CTK had until August 31, 2021 under the Bylaw to provide the tax notice, therefore the obligation to send the tax notice, which may be viewed as creating the debt, did not arise until after August 13, 2021, the date of the Order.

Although CTK is not expressing an opinion on the matter, CTK would note that its Bylaw is distinct from the law applicable to the rural municipalities, who are empowered through and subject to *The Municipalities Act*, SS 2005, c M-36.1. Although the rural municipalities must contend with the potential implications of s. 266 of *The Municipalities Act*, no equivalent provision exists in the Bylaw.

Section 8(c) of the Order

Section 8(c) of the Order provides as follows:

8. The Applicant shall, in accordance with legal requirements, remit or pay:

. . .

(c) any amount <u>payable</u> to the Crown in right of Canada or of any Province thereof or any political subdivision thereof or any <u>other taxation authority</u>, in respect of municipal property, municipal business or <u>other taxes</u>, assessments or levies of any nature or kind which are <u>entitled at law to be paid in priority to claims of secured creditors</u>, and which are <u>attributable to</u>, <u>or in respect of</u>, the <u>carrying on of the Business</u> by the Applicant.

Section 8(c) is clear that Abbey is required to pay the entirety of the 2021 property taxes upon being provided with a lawful taxation notice issued under the Bylaw. CTK meets all the requirements set out in s. 8(c) to obligate payment.

As set out above, CTK is a taxation authority that is properly empowered under the *Indian Act* to impose taxes on interests on its reserve lands, therefore Abbey Resources has a legal requirement to pay the property taxes in accordance with the Bylaw. And that legal requirement arises upon the provision of a valid and lawful taxation notice, and the amount becomes due on September 30 of each year, both of which as set out above are post-filing.

Further to this point, the legal requirement set out under the Bylaw is to pay the entirety of the 2021 property taxes upon the provision of a taxation notice and by September 30, not a pro-rata share. A review of the entire Order does not disclose any suggestion that Abbey Resources is entitled to pay only a pro-rata share of the 2021 taxes based on the date of filing. Instead, the Order provides that the taxes are to paid "in accordance with legal requirements"; the legal requirement is to pay the full amount set out in a lawful taxation notice.



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As set out in the preceding section, the 2021 property taxes are not "payable" until September 30, or possibly upon the provision of the taxation notice. It is not until the taxation notice is provided that the 2021 property taxes become an account of amounts owing, so as to trigger the protection afforded by s. 10(a) of the Order. There were no amounts owing for the 2021 property taxes on August 13, 2021 as the taxation notice had not been provided yet, and CTK had until August 31, 2021 to provide it. And, in any event, the amounts were not even due and payable until September 30, 2021.

CTK's property taxes are entitled at law to be paid in priority to the claims of secured creditors. Property taxes under the Bylaw form a special lien and encumbrance on the interest in land (s. 59(1) of the Bylaw). This is an encumbrance that runs with the interest and attaches to any subsequent holder of the interest (s. 59(2)). The special lien provided by the Bylaw has priority over every other security interest and person (s. 59(5)).

The 2021 property taxes are clearly attributable to Abbey's business as Abbey has, since filing, continued to operate on reserve lands and extract natural gas pursuant to its interest in the reserve lands.

Therefore, all of the requirements to mandate payment pursuant to s. 8(c) are met.

Obligations Under the Lease to IOGC

Although this issue has not been raised by Abbey, CTK would point out that any order under the *CCAA* cannot restrict the requirement that CTK's post-filing property taxes be paid. Although decisions such as *U.S. Steel Canada Inc. (Re)*, 2015 ONSC 6331 provide that taxes are not a post-filing service for the purposes of s. 11.01, in the context of CTK's property taxes, the requirement to pay the property taxes is also one of the bundle of compensation contained in the lease agreements between IOGC and Abbey Resources, which *are* subject to protections contained in s. 11.01 of the CCAA.

Section 11.01 of the *CCAA* states as follows:

11.01 No order made under section 11 or 11.02 has the effect of

(a) <u>prohibiting a person from requiring immediate payment for goods</u>, services, use of <u>leased</u> or licensed <u>property</u> or other valuable consideration <u>provided after the order is made</u>;...

All of the leases that Abbey has with IOGC, which grant the interest in the reserve lands, contain provisions obligating the payment of property taxes. This is one of the forms of compensation mandated by the terms of the leases. It is CTK's understanding that IOGC has been clear that it is not willing to advance credit to Abbey and they are requiring immediate payment for the continued use of the leased reserve lands. The payment of property taxes is one of the contractual payments that IOGC is entitled, pursuant to the terms of the lease, to insist on immediate payment of.



This principle is seen in decisions such as *Montreal Trust Co. of Canada Ltd. v Smoky River Coal Ltd.*, 2001 ABCA 209 where the court considered royalty payments, stating as follows:

The CCAA judge decided that resource royalties on coal leases payable to the Alberta Department of Resource Development were entitled to the benefit of the PPTC Charge. CNR appeals this decision. It argues that ADRD is not a trade creditor, and that because the royalties in issue are in the nature of a tax, they are not properly considered trade debt.

Smoky River was required to pay monthly royalties to the ADRD to keep its most fundamental asset, its coal leases, in good standing. Because Smoky River needed its coal leases to continue its coal mine operations, the ADRD provided goods to Smoky River that were essential to "keeping the lights on" during the CCAA period. The royalty payments were not a tax but an exchange of money for goods, which could properly be characterized as a trade debt. The CCAA judge did not err in deciding that the ADRD was entitled to participate in the PPTC Charge. CNR's appeal is dismissed.

Although the 2021 property taxes, are in fact a tax, they are also a form of compensation under the lease agreements with IOGC that are required to keep the leases in good standing. If the leases are not in good standing, IOGC is entitled to exercise its remedies. IOGC is entitled to insist on immediate payment which requires the payment of property taxes, as although they are a tax, they are also a contractual right that IOGC has against Abbey and upon which they can insist immediate payment of.

This principle is clear on the Order itself, given s. 9 expressly states as follows:

9. <u>Until a real property lease is disclaimed</u> in accordance with the CCAA, <u>the Applicant shall pay all amounts constituting rent or payable as rent under real property leases (including, for greater certainty, common area maintenance charges, utilities and <u>property taxes</u>, and any other amounts payable to a landlord under a lease) or as otherwise may be negotiated by the Applicant from time to time ("Rent"), for the period commencing from and including the date of this Order, but shall not pay any Rent in arrears. On the date of the first of such payments, any arrears relating to the period commencing from and including the date of the issuance of this Order shall also be paid.</u>

As such, CTK's position is that the 2021 property taxes must be paid, as a legal requirement, pursuant to s. 8(c) of the Order, but also as contractual lease requirement, pursuant to the terms of the leases with IOGC and s. 9 of the Order.

THIS IS EXHIBIT "M" referred to in Affidavit Jim Gettis of SWORN BEFORE ME this 21st day of January, 2022.

A COMMISSIONER FOR OATHS in and

for the Province of Alberta.

ABBEY RESOURCES CORP.



Friday, December 3, 2021

Ministry of Energy and Resources

Energy Regulation Division, 1000, 2103 11th Avenue, Regina, SK Canada, S4P 3Z8

Chad Lang, P.Eng.
Manager, Pipeline and Regulatory Section,

Dear Mr. Lang;

Re: Pipeline Integrity Risk Assessment

Further to your letter dated September 3, 2021, Abbey Resources Corp. ("Abbey") is pleased to submit our Pipeline Integrity Risk Assessment Study. This study has been prepared by Bob Prieston, P. Eng. from Explore Inc. in accordance with Section 3.5 of Directive PNG034 of the Saskatchewan Pipeline Code. The Study conforms to and complies with CSA Z662:19 and ASME B31.8S-2020.

Bob Prieston P. Eng. (Explore Inc.) has experience with the technical and practical aspects of managing Pipeline Integrity Management programs in Saskatchewan. Abbey has contracted Explore Inc. to assist it with the next steps involved in the development of the mitigation plan referenced in your September 3, 2021, letter. We aim to complete a mitigation plan, in consultation with your office, as soon as is practicable.

Abbey as operator of these assets is committed to maintain the integrity of its pipeline system in accordance with MER regulations and good oilfield operating practice.

Please contact the undersigned if you have any questions.

Sincerely;

Abbey Resources Corp.

Jim Gettis P. Eng.

President



Client Company:

Abbey Resources Corp.

Client Field Name:

All pipeline fields/systems

Date:

2021-12-03



PIPELINE RISK ASSESSMENT

PREPARED BY

Name	Title	Date
Bob Prieston	Pipeline Integrity Engineer	2021-12-03



Association of Professional Engineers & Geoscientists of Saskatchewan

CERTIFICATE OF AUTHORIZATION

Explore Surveys Inc. Number 42696

Permission to Consult held by:

Discipline S

Sk. Reg. No.

12103 25

Explore Surveys Inc. APEGS Certificate of Authorization 42696



Client Company:

Abbey Resources Corp.

Client Field Name:

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1 Scope

Abbey Resources has experienced a number of pipeline failures within their gas gathering systems which have typically been on steel pipelines and attributed to a combination of internal corrosion and erosion due to the presence of fluids and fine sands in the production from the associated shallow wet gas wells. The resulting impact from these failures is typically small volume fluid releases.

Abbey Resources has initiated this pipeline risk assessment inclusive of both a risk analysis and risk evaluation, in order to identify and prioritize the risk of all of their pipeline assets. This assessment has been completed as a prescriptive based assessment and is intended to be utilized by Abbey Resources to develop a mitigation and/or rehabilitation plan to effectively reduce the number of pipeline failures occurring within their pipeline systems.

The measures of risk utilized in this assessment have been selected on the basis of consideration of the following factors:

- 1. Potential probability and scale of release incidents,
- 2. Potential extent of environmental damage per release incident, and
- 3. Potential economic cost per release incident.

1.1 Assessment References

Base risk assessment results have been configured and compiled from the Converge Risk Assessment analysis owned and licensed by GDM, and then further revised to be reflective of the system specific likelihood and consequence drivers specific to the Abbey Resources pipeline systems.

This assessment has been completed within accordance of CSA Z662-19, Annex B – Guidelines for risk assessment of pipeline systems, as well as with consideration of applicable components of ASME B31.8S-2020 – Managing System Integrity of Gas Pipelines. Additional reference for the detailed risk analysis results, as per CSA Figure B.1 requirements for risk analysis shown on the following page, should be made to the analysis completed by Explore, file titled Abbey Resources Pipeline Risk Analysis.xlsx.



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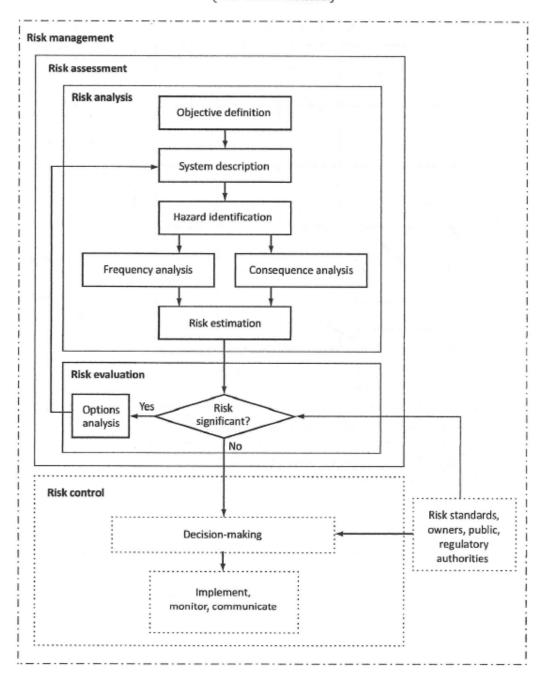
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Figure B.1
The process of risk management

(See Clause B.2.2.1.)





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1.2 Assessment SME Qualifications

This assessment has been completed by the following qualified Subject Matter Expert (SME):

Bob Prieston, P. Eng. – Bob is a registered Professional Engineer in both Alberta and Saskatchewan, and is also a NACE certified Senior Internal Corrosion Technologist. Bob worked for 11 years for an upstream oil and gas producer in Saskatchewan in a field based position. In his role as a Pipeline Integrity Coordinator, Bob initially aided in developing a pipeline integrity program and then managing it day to day to support Operations personnel. In his later years, he moved into a senior role to provide guidance to all of the company's field based pipeline integrity coordinators in the four Western Canadian provinces, working with requirements of integrity management programs under four provincial regulatory bodies, as well as a small number of pipelines regulated by the Canadian Energy Regulator (CER). After joining Explore 5 years ago, Bob has continued to provide numerous clients across the Western Canadian provinces with similar scopes of Pipeline Integrity Engineering support and manage Explore's team of asset integrity professionals.



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2 System Description

The Abbey Resources gas gathering system is located in west central Saskatchewan between Swift Current and Rosetown, SK, and is comprised of numerous gas gathering systems on either side of the North Saskatchewan River, as shown below.



The combined tally of pipelines between the seven different gathering systems is 2557 pipelines, the majority of which are either Steel or HDPE low pressure wet gas gathering pipelines from wells into central Compressor locations. The gas gathering systems have all been purchased by Abbey Resources in recent years from different historical producers in the area, with some of the systems being constructed predominantly from non-metallics materials (i.e. HDPE) and other constructed predominantly using steel pipelines, as shown in the breakdown in the table below.

Cyctom	Non-metallics		Steel	Unknown	Total
System	Composite	HDPE	Steel	Ulikilowii	lotai
Abbey		106			106
Cramersburg	72		693	1	766
Lacadena North	11	1	394	4	410
Lacadena South	83	364	6		453
Miry Bay		1	107		108
Shackleton	52	199	224		475
Snipe Lake	55	1	182	1	239



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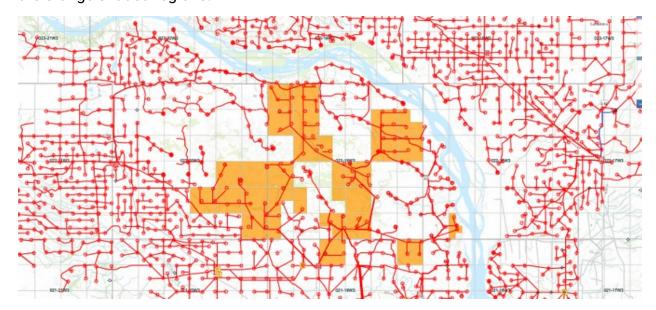
The pipeline diameters in the gathering systems are generally relatively small with low volume capacity and actual production associated with them.

System	NPS 2 (60.3mm)	NPS 3 (80.0- 99.0mm)	NPS 4 (104.9- 127.0mm)	NPS 6 (168.3mm)	NPS 8 (219.1mm)	NPS 10 (267 – 273.3mm)
Abbey			35	15	2	54
Cramersburg	6	268	426	52	12	2
Lacadena North	58	148	174	30	-	-
Lacadena South		47	362	17	27	1
Miry Bay		13	95		-	-
Shackleton	35	42	361	23	8	6
Snipe Lake	2	138	94	5	-	1

For this assessment, the following operating conditions were unknown and could not be verified:

- Specific age of individual pipelines (i.e. year of construction)
- Specific production volumes associated with each pipeline
- Specific operating pressures and gas contents associated with each pipeline

All of the Abbey Resources gathering systems are located within a region of agricultural cropland or grassland. A portion of some of the gathering systems are additionally noted to be located with areas of Indigenous lands, as displayed in the map below by the orange shaded regions.





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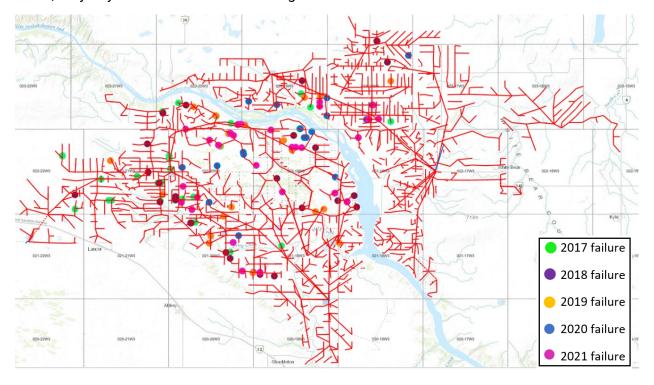
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With the failure history Abbey Resources has experienced on its pipeline systems in recent years, the predominant failure mechanism is understood to have been a combination of internal corrosion and erosion due to solids in the production stream. The map on the following page displays the locations of historical pipeline failures Abbey resources has tracked to date since 2017. The majority of the failures have occurred in the Cramersburg system, with Lacadena North, Miry Bay and Shackleton also seeing some failures.





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3 Risk Analysis

3.1 Methodology

Base risk assessment results have been configured and compiled from the Converge Risk Assessment analysis, with the methodology of the analysis summarized in the tables below. The summary provided is based off of Risk Factor definitions provided by GDM (the software owner) within the limitations of proprietary protection of their algorithm definitions. The methodology and resultant analysis was completed in consideration of the recommended risk assessment approach as outlined in Section 5.5 of ASME B31.8S-2020 and accordance with the requirements in Section B.5.2 of CSA Z662-19, Annex B using mathematical modelling.

Likelihood Categories:

Category	Driver	Target	Data Used	Weighting
Geotechnical	Potential stress caused along a pipeline due to geotechnical considerations such as saturated soils, slopes, earth movement and removal of vegetation which would normally slow erosion or soil movement.	Identify external factors which could present additional risks to a pipeline	Soil Survey, Elevation Profile	40%
Internal Corrosivity	Potential for corrosion within a pipeline based on commodity	Identify pipelines which have high potential for internal corrosion	Pipeline Commodity, Pipeline Category, Pipeline Material, Pipeline Age, Internal Protection	20%
Flow Characteristics	Potential for corrosion between similar substances using elevation profile to identify areas where liquid may pool or where emulsion and solids may deposit	Identify where there is highest potential for corrosion to occur based on the flow through the line	Flow Characteristic Events	40%



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Consequence Categories:

Category	Driver	Target	Data Used	Weighting
Accessibility	Ease of access and time required to detect a failure event and mobilize remediation workers on site	The more difficult a line is to access, the higher the potential consequences of a spill will be	Accessibility	10%
Indigenous Land	Land in which First Nations communities have an interest	The presence of trapping, historic sites and other factors significantly increase the potential impact of any spill on first nations lands	Aboriginal Lands Data	20%
Land Use	Indication of primary land use. This can include agricultural, urban, grassland, forested and barren lands.	Activity or a spill in any of these areas will generally represent a significant impact.	Land Use Data	20%
Protected Area	Environmentally important or sensitive areas, identified by the International Union for Conservation of Nature (IUCN), with respect to plant species, endangered animal conservations or natural park preservation areas.	Activity or a spill in any of these areas will generally represent a significant impact.	Protected Areas Data	10%
Pipeline Volume	Maximum volume of product carried in the pipeline	A larger pipeline typically denotes a larger volume of product transported per day; this can be used as a rough indicator for potential impact, not only to the environment in the case of a rupture of the line, but of the economic risk to the company in the event of a failure	Pipeline Volume (length x inner diameter)	15%
Transportation Crossing	Pipeline crosses a road or rail location	If a failure occurs at or near a road way, there is potential for the public to be impacted, both due to health risks and disruption caused by the spill and resulting time to clean-up	Transportation Events	5%



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Category	Driver	Target	Data Used	Weighting
Water Crossing	Pipeline crosses a water course, body of water or area of saturated soil	If a failure occurs at or near a crossing it will likely carry product downstream and pose a threat to the public and the environment. Pipelines crossing larger water bodies represent a critical environmental hazard, with significant costs associated with remediating spills.	National Hydrology Network	20%

Based on further review to customize the Converge risk analysis results to better reflect specific system likelihood or consequence drivers for the Abbey Resources pipeline systems, the base risk analysis from Converge was further modified as follows:

Likelihood Categories:

- Historical failure data from 2017 to date was utilized to identify pipelines with 1 or more failures historically (refer to Appendix A for a detailed list of the data), with the following failures noted by system from a total data set of 194 historical pipeline failures.

Cyctom			Year of	failure		
System	2017	2018	2019	2020	2021	Total
Abbey	-	2	1		-	3
Cramersburg	19	15	13	16	22	85
Lacadena North	4	4	6	7	5	26
Lacadena South					1	1
Miry Bay	3	9	8	7	6	33
Shackleton	6	8	11	4	5	34
Snipe Lake	2		5	2	3	12

Based on failure trends, any pipelines with one or more historical pipeline failures were assigned the following additional likelihood score supplemental to the base score calculated by the Converge program.

Likelihood Modifier	Supplemental Scoring
Historical Failure Susceptibility – 1 failure	0.25
Historical Failure Susceptibility – 2 failures	0.5
Historical Failure Susceptibility – 3 failures	0.75
Historical Failure Susceptibility – 4 failures	1.25
Historical Failure Susceptibility – 5 failures	2
Historical Failure Susceptibility – 6 failures	3



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Since pipeline specific flow volumes or fluids/solids analysis were not able to be determined for the analysis, a system fluids susceptibility for a modified likelihood supplemental score was assigned based on systems that had trended historically to have more failures, compared to other systems. All steel pipelines within systems deemed to have a high fluids susceptibility that could lead to the likelihood of a failure were assigned the following additional likelihood score supplemental to the base score calculated by the Converge program.

Likelihood Modifier	Supplemental Scoring
System Fluids Susceptibility – Shackleton, Miry Bay & Lacadena North	0.5
System Fluids Susceptibility – Cramersburg	1

Due to the identified historical failure mechanism to be resultant from a
combination of corrosion and erosion, it was determined that significant
topographical deviations along a pipeline ROW could be a likelihood driver in
future failures. Based on public topographical data, any pipelines with a
significant elevation profile change along the pipeline route were assigned the
following additional likelihood score supplemental to the base score calculated
by the Converge program.

Likelihood Modifier	Supplemental Scoring
Topographical Deviation - Yes	0.5

Consequence Categories:

Due to the sensitive nature of Indigenous lands, a review was completed to
determine and identify any pipelines with any portion that intersected Indigenous
land (refer to Appendix B for a detailed list of the data). The following systems
were noted to have pipelines that intersected Indigenous lands with a total of
125 pipelines.

Cuotom	Pipeline Material					
System	HDPE	Steel	Total			
Abbey	105		105			
Cramersburg		4	4			
Miry Bay	1	7	8			
Shackleton	7	1	8			



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Based on Indigenous lands locations, pipelines that intersected Indigenous land were assigned the following additional consequence score supplemental to the base score calculated by the Converge program.

Consequence Modifier	Supplemental Scoring
Indigenous Lands Consequence – Yes	1

- When further considering any other surrounding land use consequence factors specific to the Abbey Resources pipeline system, pipelines crossing a waterbody or seasonally wet area were determined to be the other significant consequence factor to utilize for the modified risk analysis. Utilizing waterbody mapping scales from the National Hydrological Network, an identified water crossings were identified at three different scales (refer to Appendix C for a detailed list of the data):
 - 1. 1:1,000,000 typically characterized as year round water bodies with a defined bed and bank.
 - 2. 1:250,000 typically characterized as seasonal water bodies with a defined bed and bank.
 - 3. 1:50,000 typically characterized as seasonal water bodies that may not have a defined bed and bank.

The following systems were noted with pipelines that intersected year round or seasonal water body crossings on a total of 378 pipelines.

Cyotom	Waterbody Map Scale						
System	1:1,000,000	1:250,000	1:50,000	Total			
Cramersburg		12	43	55			
Lacadena North		3	19	22			
Lacadena South	19	17	42	78			
Miry Bay	5		4	9			
Shackleton	27	43	102	172			
Snipe Lake		9	33	42			

Based on hydrological data, pipelines that intersected water crossings were assigned the following additional consequence score supplemental to the base score calculated by the Converge program.

Consequence Modifier	Supplemental Scoring
Water Crossing Consequence – 1:50:000	0.33
Water Crossing Consequence – 1:250:000	0.66
Water Crossing Consequence – 1:1,000,000	1



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3.2 Limitations & Assumptions

The application of data to derive a risk assessment in mathematical modeling will be affected by the limitations in accuracy of input data and assumptions made in interpretation of the data. Limitations within the results of the assessment are dependent on the following assumptions:

- The pipeline data provided was accurate as received with regards to pipeline materials and specifications.
- The characteristics of the produced fluids with regards to gas analysis, water content and solids presence was treated to be relatively similar across all of the pipelines within each gathering system due to the inability for Abbey Resources to provide specific well production info to accurately flow apportion production down individual pipelines. Exceptions between systems with regards to the effects on likelihood are discussed above in Section 3.2 for the effects of system fluids susceptibility.
- External corrosion has not been identified by Abbey Resources as a cause of the historical pipeline failures with the pipeline network and has been excluded as a likelihood driver in the weightings utilized in the Base Converge risk analysis, and corresponding modified risk analyse adjustments completed.
- Failure history data from 2017 to date, utilized within the modified risk analysis, was accepted and utilized as provided by Abbey Resources where it could be specifically applied to a specific pipeline. All other historical failure data points were disregarded for application to the analysis.
- Historical pipeline failure trends had typically had relatively small release volume with a very low consequence associated to spill release volume.
- Non-metallic pipelines did not have sufficient data available to differentiate between which non-metallic pipelines may also then have non-metallic risers, and which ones may have steel risers at the start of the pipeline. It is acknowledged that vertical steel risers may have a discernable susceptibility to corrosion/erosion failure at the bottom of the riser where it transitions for vertical to horizontal, before the material spec change to non-metallic line pipe. However for the purposes of this analysis and limitations of data available, it was been assumed all non-metallic pipelines would be treated the same with no scoring assigned for likelihood.
- The ability to pig pipelines has previously been determined by Abbey Resources as a non-effective mitigation tactic to mitigate against the erosional failure concerns historically occurring in their pipeline systems, and has not been considered in this analysis.



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3.3 Hazard Identification Results

The main hazards within the defined scope of work for this assessment have been determened to be:

- Potential small release of fluids/solds from a failure and resulting environmental impact
- 2. Elevated consequence of failure associated with:
 - a. Pipeline failure and relase on Indigenous lands
 - b. Pipeline failure and release in or near a water body

3.3.1 Likelihood Analysis

Likelihood scores in the risk analysis were assigned a risk matrix value between one and five based on the total modified likelihood scores shown in the table below:

Likelihood	Risk Matrix
Score	Likelihood Level
0 - 3.0	1
>3.0 to 5.0	2
>5.0 to 5.5	3
>5.5 to 6.0	4
>6.0	5

The following table summarizes per system the risk matrix likelihood levels calculated, with the percentage to the total system pipeline inventory shown in italics. The Cramersburg system is calculated to have the likelihood within the analysis.

Cystom	Risk Matrix Likelihood Level								
System	1	2	3	4	5	Total			
Abbey						0 (0%)			
Cramersburg	4	134	77	356	123	694			
	(0.5%)	(17.5%)	(10.0%)	(46.5%)	(16.1%)	(90.6%)			
Lacadena North	3	355	17	8	15	398			
	(0.1%)	(86.5%)	(4.1%)	(2.0%)	(3.7%)	(97.0%)			
Lacadena South		2 (0.4%)	2 (0.4%)	1 (0.2%)	1 (0.2%)	6 (1.2%)			
Miry Bay	2	62	16	8	19	107			
	(1.9%)	(57.4%)	<i>(14.8%)</i>	(7.4%)	(17.6%)	(99.1%)			
Shackleton	2	217	110	3	73	405			
	(0.4%)	(45.6%)	(23.2%)	(0.6%)	(15.4%)	(85.2%)			
Snipe Lake	2	111	52	10	6	183			
	(0.8%)	(46.4%)	(21.8%)	(4.2%)	(2.5%)	(76.6%)			



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3.3.2 Consequence Analysis

Consequence scores in the risk analysis were assigned a risk matrix value between one and five based on the total modified consequence scores shown in the table below:

Consequence Score	Risk Matrix Likelihood Level
0 - 1.5	1
>1.5 to 2.0	2
>2.0 to 2.5	3
>2.5 to 3.0	4
>3.0	5

The following table summarizes per system the risk matrix consequence levels calculated, with the percentage to the total system pipeline inventory shown in italics. The Lacadena South system is calculated to have the consequence within the analysis.

Custom	Risk Matrix Consequence Level							
System	1	2	3	4	5	Total		
Abbey	1				105	106		
Abbey	(0.9%)				(99.1%)	(100%)		
Cromoroburg	344	250	115	47	10	766		
Cramersburg	(45.0%)	(32.7%)	(14.9%)	(6.1%)	(1.3%)	(100%)		
Lacadena North	237	102	37	26	8	410		
Lacadella Nortii	(57.0%)	(24.9%)	(9.0%)	(7.1%)	(2.0%)	(100%)		
Lacadena South	176	126	86	46	19	453		
Lacadella Soutii	(38.9%)	(27.8%)	(19.0%)	(10.1%)	(4.2%)	(100.0%)		
Miry Poy	71	20	5	2	10	108		
Miry Bay	(65.7%)	(18.5%)	(4.6%)	(1.9%)	(9.3%)	(100%)		
Chaoklatan	203	135	54	42	41	475		
Shackleton	(42.8%)	(28.4%)	(11.4%)	(8.8%)	(8.6%)	(100%)		
Cning Lake	111	86	15	19	8	239		
Snipe Lake	(46.4%)	(36.1%)	(6.3%)	(7.9%)	(3.3%)	(100%)		



Client Company:

Abbey Resources Corp.

Client Field Name:

All pipeline fields/systems

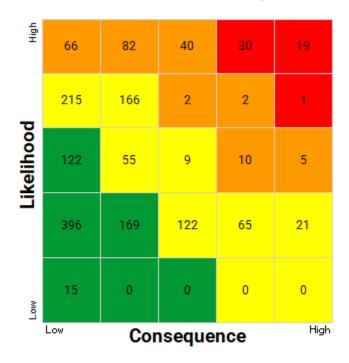
Date:

2021-12-03

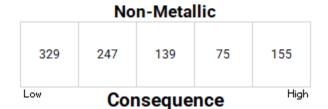
3.3.3 Risk Estimation

The resulting risk matrix from the risk analysis process for the entire Abbey Reosurces pipeline inventory is shown below. Due to the scope of the analysis, any pipelines that are non-metallic are not assigned a risk matrix analysis level of risk due to the lack of a likelihood calculation in the analysis. Seperately, these pipelines are presented below with a Consequence score only.

Modified Matrix Summary



Total Risk Count					
Low 702					
Medium	653				
High	207				
Very High	50				
Total	1612				





Client Company:

Abbey Resources Corp.

Client Field Name:

All pipeline fields/systems

Date:

2021-12-03

When the risk analysis and matrix levels of the steel pipelines are summarized per gathering system within the Abbey Resources inventory, the following estimation of risk for the steel pipelines within each system is derived.

Steel pipelines - Risk Analysis Summary per field

Field	Low	Medium	High	Very High
Abbey				
Cramersburg	90	480	105	19
Lacadena North	308	72	17	1
Lacadena South		2	3	1
Miry Bay	62	23	18	4
Shackleton	122	28	55	19
Snipe Lake	120	48	9	6
Grand Total	702	653	207	50

It should be noted that the output from the risk analysis and resulting risk matrix to cateogorize the pipelines into the categories of Low, Medium, High and Very High Risk provides a relative measure of risk by combining the numerical estimates of likelihood and consequence. This risk evaluation therefore should not be considered a failure prediction ranking, but rather a source for ranking and prioritizing pipelines for applying risk management strageies as discussed in the following section of this assessment.



Client Company:

Abbey Resources Corp.

Client Field Name:

All pipeline fields/systems

Date:

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4 Risk Evaluation

4.1 Options

With the nature of the Abbey Resources pipeline systems associated to the production of low pressure, sweet gas production, the challenge and largest overall limitation for Abbey Resources is to identify economically feasible solutions to mitigate the risk identified in this assessment. Additionally, due to the nature of erosion driven pipeline failures occurring in the system, options are further limited due to the inability of implementing an industry common risk mitigation measure of applying corrosion inhibitors to mitigate the most common industry failure mechanism of internal corrosion.

Through separate analysis Abby Resources has completed on pipeline rehabilitation options prior to the completion of this risk assessment, it has been determined and is understood that:

- Proactive in-line inspection to assess for any internal wall loss issues is generally not an economically cost effective option for most smaller diameter pipelines due to the inability to launch and retrieve inspection tools, as well as the associated production to the lines.
- 2. The ability to pig pipelines is a non-effective mitigation tactic to mitigate against the erosional failure concerns historically occurring in the Abbey Resources pipeline systems.
- 3. Pipeline replacement costs may often be more costly than rehabilitation of the pipelines through the installation of loose fit HDPE liners that are suitable for low pressure gas gathering systems. This option however may not be entirely suitable to larger diameter (i.e. >NPS 4) pipelines that require a larger bore maintained for the prevention of pressure drop and facilitating low pressure gas production.



Client Company:

Abbey Resources Corp.

Client Field Name:

All pipeline fields/systems

Date:

2021-12-03

4.2 Conclusions

Through the completion of a risk analysis by initially starting with the Converge Risk Analysis, and then modifying to better reflect specific system likelihood or consequence drivers for the Abbey Resources pipeline systems, the following conclusions on overall risk can be made. The evaluation and application of risk mitigation activities could likely be most effectively applied system by system, however some outlier pipelines in some of the overall lower risk systems should be additionally reviewed based on the singular risk analysis results. Through the process to complete a modified analysis of the pipelines, consequence of failure (i.e. due to indigenous lands, potential to impact water bodies, etc., still remained low. In general:

- The Cramersburg system does pose the highest risk for continued operation, and should be the first system for further decisions to be made for implementing risk mitigation strategies.
- The Lacadena North, Miry Bay and Shackleton systems exhibit some relatively high risk concerns that should additionally be reviewed.
- The Snipe Lake system, although has experienced some failures historically, is a relatively lower risk pipeline system.
- No apparent overall risk is prevalent in the Abbey and Lacadena South systems due to their primarily non-metallic nature of the pipeline materials.

Based on the options reviewed above, and the overall nature of the Abbey Resources pipelines systems to have an overall low consequence within the risk analysis, the most effective risk mitigation measures Abbey Resources should be considering within developing an overall risk mitigation strategy are further evaluation of the following categories of risk management options:

- 1. Determining the highest risk pipelines with low economics that would justify to remove these pipelines and associated wells from service due to the inability to justify the "risk versus reward on continued operation".
- 2. Determining the highest risk pipelines with cost-effective economics to install loose fit HDPE liners in to mitigate against the further likelihood of a failure.
- 3. Determining the highest risk larger diameter steel pipelines with cost-effective economics to further evaluate for the completion of In-Line Inspection work to proactively assess for the extent of erosion/corrosion concerns.
- Determining the highest risk pipelines with marginal economics to consider for further options around the implementation of monitoring for erosion/corrosion concerns through removable pipeline/surface piping spools or removable coupons.



Client Company:

Abbey Resources Corp.

Client Field Name:

All pipeline fields/systems

Date:

2021-12-03

4.3 Recommendations

As discussed in the conclusions of this assessment, four categories of follow-up have been identified in order to implement risk management strategies for the Abbey Resources pipeline systems.

The 50 Very High risk pipelines identified in the risk assessment should initially be reviewed and determined if they fall into the risk management options to implement for Categories 1, 2 or 3 identified in the Conclusions section. Category 4 should not be considered an option for pipelines that have been deemed Very High Risk.

The 207 High Risk pipelines should initially be reviewed and determined if they fall into the risk management options to implement for Categories 1, 2, 3 or 4 identified in the Conclusions section. The 20 Medium risk pipelines in the risk matrix that still however had a Consequence score of 5 should additionally be included in this follow-up.

The 653 Medium risk pipelines should become part of a further risk assessment revaluation process annually to determine if any of the likelihood or consequence factors considers in this risk assessment have changed to alter or increase their level of risk to prompt the review and implementation of further risk management strategies.

Further review and assessment should be completed to ensure a better understanding of the failure root cause trends that have occurred. Detailed pipeline failure analysis information was not available to review as part of this assessment, and as a result a number of assumptions have been made on the limitations of mitigation steps that could be taken against preventing further failures through pigging programs or chemical applications.

Overall, the pipeline data used in this assessment should be further reviewed to determine if corrections are required to the flowline licensing where errors may exist in the data used for evaluation due to pipeline licensed status and/or errors in pipeline materials or internal coatings where loose fit liners have been installed.

Lastly, Abbey Resources currently does not have a defined risk assessment and risk management process defined within an overall Pipeline Integrity Management Program (IMP) to apply these results to. It is however understood steps are being taken to develop this through implementation of a Pipeline Operations and Maintenance Manual, and associated supporting documentation. The results of this assessment should be taken into consideration with implementation of an overall Pipeline IMP.



Client Company:

Abbey Resources Corp.

Client Field Name:

All pipeline fields/systems

Date:

2021-12-03

5 Appendices of data for Modified Risk Analysis

5.1 Appendix A - Pipeline Failure History

	Failure			Current	Length	Diam	
Year	Location	Line No.	Field	Status	(km)	(mm)	Material
2017	01-07-22-20w3	174021-1	Cramersburg	O - OPER	1.09	88.9	S - STEEL
2017	02-08-22-20w3	135519-1	Cramersburg	0 - OPER	1.32	88.9	S - STEEL
2017	03-13-22-21w3	122615-1	Cramersburg	0 - OPER	0.77	114.3	S - STEEL
2017	03-26-22-22-w3	181082-1	Cramersburg	0 - OPER	1.63	88.9	S - STEEL
2017	03-26-22-22w3	181082-1	Cramersburg	0 - OPER	1.63	88.9	S - STEEL
2017	04-02-23-19w3	177013-1	Miry Bay	0 - OPER	0.7	114.3	S - STEEL
2017	04-04-23-20w3	174911-1	Cramersburg	0 - OPER	0.2	114.3	G - COMPOSITE
2017	04-13-22-21w3	122614-1	Cramersburg	0 - OPER	0.77	114.3	S - STEEL
2017	05-01-23-20w3	129194-1	Cramersburg	0 - OPER	0.02	114.3	S - STEEL
2017	11-02-23-18w3	181296-1	Lacadena North	0 - OPER	0.87	88.9	S - STEEL
2017	06-07-23-20w3	181090-1	Cramersburg	0 - OPER	0.75	114.3	S - STEEL
2017	06-23-21-20w3	128093-1	Shackleton	0 - OPER	0.7	114.3	S - STEEL
2017	07-32-21-20w3	128044-1	Shackleton	0 - OPER	0.84	88.9	S - STEEL
2017	08-01-23-20w3	177620-4	Cramersburg	0 - OPER	0.85	114.3	S - STEEL
2017	08-32-21-20w3	128044-1	Shackleton	0 - OPER	0.84	88.9	S - STEEL
2017	09-11-23-19w3	128156-1	Snipe Lake	0 - OPER	0.04	88.9	S - STEEL
2017	08-33-21-20w3	128044-1	Shackleton	0 - OPER	0.84	88.9	S - STEEL
2017	10-33-22-19w3	177006-1	Miry Bay	0 - OPER	1.55	88.9	S - STEEL
2017	09-33-22-19w3	177006-1	Miry Bay	0 - OPER	1.55	88.9	S - STEEL
2017	10-03-23-18w3	128586-1	Lacadena North	0 - OPER	1.14	88.9	S - STEEL
2017	09-15-22-21w3	122616-1	Cramersburg	0 - OPER	0.89	114.3	S - STEEL
2017	11-07-21-19w3	187494-1	Shackleton	0 - OPER	0.63	88.9	S - STEEL
2017	12-10-23-18w3	128640-1	Lacadena North	0 - OPER	0.52	114.3	S - STEEL
2017	12-14-23-19w3	181490-1	Snipe Lake	0 - OPER	0.83	88.9	S - STEEL
2017	12-26-23-18w3	128405-1	Lacadena North	0 - OPER	0.4	88.9	S - STEEL
2017	13-19-22-20w3	134088-1	Cramersburg	0 - OPER	0.71	114.3	S - STEEL
2017	14-01-22-21w3	187609-1	Cramersburg	0 - OPER	0.72	114.3	S - STEEL
2017	14-02-23-20w3	181124-1	Cramersburg	0 - OPER	0.5	114.3	S - STEEL
2017	16-05-22-21w3	135992-1	Cramersburg	0 - OPER	0.02	88.9	S - STEEL
2017	14-06-22-20w3	128013-1	Cramersburg	0 - OPER	0.68	88.9	S - STEEL
2017	14-08-23-20w3	129117-1	Cramersburg	0 - OPER	0.37	114.3	S - STEEL
2017	15-05-22-21w3	187600-1	Cramersburg	0 - OPER	0.8	114.3	S - STEEL
2017	15-27-22-20w3	129173-1	Cramersburg	0 - OPER	0.03	114.3	S - STEEL
2017	16-20-21-19w3	127819-51	Shackleton	0 - OPER	0.8	114.3	S - STEEL



Client Company:

Abbey Resources Corp.

Client Field Name:

All pipeline fields/systems

Date:

Year	Failure Location	Line No.	Field	Current Status	Length (km)	Diam (mm)	Material
2018	01-31-21-18w3	174018-1	Miry Bay	0 - OPER	0.2		S - STEEL
2018	02-14-22-21w3	122614-1	Cramersburg	0 - OPER	0.98	114.3	S - STEEL
2018	03-03-24-18w3	128381-1	Lacadena North	0 - OPER	0.4	114.3	S - STEEL
2018	03-07-22-20w3	187621-1	Cramersburg	0 - OPER	0.75	88.9	S - STEEL
2018	03-07-23-20w3	181091-1	Cramersburg	0 - OPER	0.47	114.3	S - STEEL
2018	04-13-22-21w3	122615-1	Cramersburg	0 - OPER	0.77	114.3	S - STEEL
2018	05-08-22-18w3	114418-1	Miry Bay	0 - OPER	0.33		S - STEEL
2018	05-23-21-20w3	128094-1	Shackleton	0 - OPER	0.09	114.3	S - STEEL
2018	05-30-22-20w3	177620-4	Cramersburg	0 - OPER	0.85	114.3	S - STEEL
2018	06-01-23-18w3	181292-1	Lacadena North	0 - OPER	0.39	88.9	S - STEEL
2018	03-02-22-19w3	150593-1	Abbey	0 - OPER	0.6	114.3	P - POLYETH
2018	11-07-21-19w3	187494-1	Shackleton	0 - OPER	0.63	88.9	S - STEEL
2018	06-07-23-20w3	187621-1	Cramersburg	0 - OPER	0.75	88.9	S - STEEL
2018	11-08-21-19w3	187496-1	Shackleton	0 - OPER	0.57	88.9	S - STEEL
2018	06-32-21-20w3	128044-1	Shackleton	0 - OPER	0.84	88.9	S - STEEL
2018	06-32-21-20w3	128044-1	Shackleton	0 - OPER	0.84	88.9	S - STEEL
2018	07-05-22-18w3	150584-1	Miry Bay	0 - OPER	847	114.3	P - POLYETH
2018	10-29-21-18w3	174014-1	Miry Bay	0 - OPER	2.07		S - STEEL
2018	08-01-23-20w3	177620-4	Cramersburg	0 - OPER	0.85	114.3	S - STEEL
2018	08-01-23-20w3	174014-1	Miry Bay	0 - OPER	2.07		S - STEEL
2018	08-05-22-20w3	174023-2	Cramersburg	0 - OPER	1.08	60.3	S - STEEL
2018	08-06-22-20w3	118998-1	Cramersburg	0 - OPER	0.87	88.9	S - STEEL
2018	09-08-22-19w3	118960-1	Miry Bay	0 - OPER	0.23	114.3	S - STEEL
2018	09-08-23-20w3	129126-1	Cramersburg	0 - OPER	0.4	114.3	S - STEEL
2018	09-33-22-19w3	177006-1	Miry Bay	0 - OPER	1.55	88.9	S - STEEL
2018	09-04-23-18w3	128678-1	Lacadena North	0 - OPER	0.4	114.3	S - STEEL
2018	12-19-22-20w3	129107-1	Cramersburg	0 - OPER	1.68	114.3	S - STEEL
2018	12-26-23-18w3	128405-1	Lacadena North	0 - OPER	0.4	88.9	S - STEEL
2018	13-19-22-18w3	177714-1	Miry Bay	0 - OPER	0.64	114.3	S - STEEL
2018	13-19-22-20w3	129107-1	Cramersburg	0 - OPER	1.68	114.3	S - STEEL
2018	14-14-21-20w3	116731-1	Shackleton	0 - OPER	1.95	114.3	S - STEEL
2018	14-14-22-21w3	187586-1	Cramersburg	0 - OPER	0.7	168.3	S - STEEL
2018	14-26-22-21w3	187665-1	Cramersburg	0 - OPER	0.44	88.9	S - STEEL
2018	15-24-22-21w3	187598-1	Cramersburg	0 - OPER	0.63	88.9	S - STEEL
2018	15-27-22-19w3	150551-1	Abbey	0 - OPER	0.9	168.3	P - POLYETH
2018	16-01-22-19w3	177703-1	Miry Bay	0 - OPER	0.85		S - STEEL
2018	16-12-21-20w3	128062-1	Shackleton	0 - OPER	0.13	114.3	S - STEEL
2018	16-18-21-19w3	118995-1	Shackleton	A - ABND	0.83	60.3	S - STEEL



Client Company:

Abbey Resources Corp.

Client Field Name:

All pipeline fields/systems

Date:

Year	Failure Location	Line No.	Field	Current Status	Length (km)	Diam (mm)	Material
2019	04-03-23-18w3	128617-1	Lacadena North	O - OPER	0.28	88.9	S - STEEL
2019	03-11-23-20w3	181124-1		0 - OPER	0.28	114.3	S-STEEL S-STEEL
	04-02-23-19w3	177013-1	Cramersburg Miry Bay				
2019				O - OPER	0.7	114.3	S - STEEL
2019	04-11-23-20w3	181124-1	Cramersburg	O - OPER	0.5	114.3	S - STEEL
2019	04-20-23-18w3	128660-1	Lacadena North	O - OPER	1.97	88.9	S - STEEL
2019	05-06-23-19w3	177620-6	Cramersburg	O - OPER	0.88	114.3	S - STEEL
2019	05-33-22-19w3	129203-1	Miry Bay	O - OPER	6.53	114.3	S - STEEL
2019	06-02-22-19w3	150589-1	Abbey	O - OPER	3.1	219.1	P - POLYETH
2019	06-02-23-18w3	181296-1	Lacadena North	O - OPER	0.87	88.9	S - STEEL
2019	06-08-21-19w3	187496-1	Shackleton	O - OPER	0.57	88.9	S - STEEL
2019	06-13-23-19w3	128147-1	Snipe Lake	O - OPER	0.52	88.9	S - STEEL
2019	06-14-23-19w3	181490-1	Snipe Lake	O - OPER	0.83	88.9	S - STEEL
2019	06-23-23-18w3	185385-1	Lacadena North	0 - OPER	1.54	88.9	S - STEEL
2019	06-23-23-18w3	185385-1	Lacadena North	0 - OPER	1.54	88.9	S - STEEL
2019	06-26-21-19w3	183827-1	Miry Bay	0 - OPER	0.82	88.9	S - STEEL
2019	07-12-22-21w3	187610-1	Cramersburg	0 - OPER	0.93	88.9	S - STEEL
2019	08-01-23-18w3	174906-1	Lacadena North	0 - OPER	0.8	88.9	S - STEEL
2019	08-02-22-19w3	178920-1	Miry Bay	0 - OPER	3.41	114.3	S - STEEL
2019	08-14-21-20w3	187520-1	Shackleton	0 - OPER	0.59	88.9	S - STEEL
2019	08-14-21-20w3	128068-1	Shackleton	0 - OPER	0.8	114.3	S - STEEL
2019	08-28-21-20w3	187511-1	Shackleton	0 - OPER	1.23	88.9	S - STEEL
2019	08-35-22-19w3	181099-1	Miry Bay	0 - OPER	0.61	114.3	S - STEEL
2019	09-12-22-19w3	177706-2	Miry Bay	0 - OPER	1.53		S - STEEL
2019	09-20-22-21w3	187670-1	Cramersburg	0 - OPER	1.56	88.9	S - STEEL
2019	10-09-23-20w3	129125-1	Cramersburg	0 - OPER	0.1	114.3	S - STEEL
2019	10-12-22-21w3	122417-1	Cramersburg	0 - OPER	0.9	168.3	S - STEEL
2019	10-28-22-19w3	181156-1	Miry Bay	0 - OPER	0.81	114.3	S - STEEL
2019	10-28-22-19w3	181156-1	Miry Bay	0 - OPER	0.81	114.3	S - STEEL
2019	10-29-21-18w3	127819-56	Shackleton	0 - OPER	2.4	114.3	S - STEEL
2019	11-02-22-20w3	127824-9	Shackleton	0 - OPER	0.78	114.3	S - STEEL
2019	11-14-23-19w3	128163-1	Snipe Lake	O - OPER	0.51	88.9	S - STEEL
2019	12-35-22-20w3	177621-6	Cramersburg	0 - OPER	0.79	114.3	S - STEEL
2019	14-14-21-20w3	116731-1	Shackleton	0 - OPER	1.95	114.3	S - STEEL
2019	15-24-22-21w3	187598-1	Cramersburg	0 - OPER	0.63	88.9	S - STEEL
2019	15-27-22-20w3	187653-1	Cramersburg	0 - OPER	0.48	114.3	S - STEEL
2019	15-27-22-20w3	129173-1	Cramersburg	0 - OPER	0.03	114.3	S - STEEL
2019	15-06-22-20w3	128013-1	Cramersburg	0 - OPER	0.68	88.9	S - STEEL



Client Company:

Abbey Resources Corp.

Client Field Name:

All pipeline fields/systems

Date:

2019	16-11-23-19w3	128158-1	Snipe Lake	0 - OPER	1.03	88.9	S - STEEL
2019	08-14-23-19w3	128160-1	Snipe Lake	O - OPER	0.54	88.9	S - STEEL
2019	16-12-21-20w3	178882-1	Shackleton	O - OPER	0.77	60.3	S - STEEL
2019	08-12-21-20w3	178882-1	Shackleton	O - OPER	0.77	60.3	S - STEEL
2019	16-21-21-20w3	186872-1	Shackleton	O - OPER	1.97	114.3	S - STEEL
2019	16-34-21-20w3	187514-1	Shackleton	0 - OPER	0.04	88.9	S - STEEL



Client Company:

Abbey Resources Corp.

Client Field Name:

All pipeline fields/systems

Date:

Vaar	Failure	Lina Na	F: J.J	Current	Length	Diam	Matarial
Year	Location	Line No.	Field	Status	(km)	(mm)	Material
2020	01-23-22-21w3	122644-1	Cramersburg	O - OPER	0.93	114.3	S - STEEL
2020	06-24-23-18w3	185377-1	Lacadena North	0 - OPER	1.55	88.9	S-STEEL
2020	07-35-22-20w3	187651-1	Cramersburg	0 - OPER	1.43	114.3	S - STEEL
2020	11-35-22-20w3	177621-6	Cramersburg	O - OPER	0.79	114.3	S - STEEL
2020	02-36-23-18w3	128421-1	Lacadena North	0 - OPER	1.88	88.9	S - STEEL
2020	03-33-22-19w3	129203-1	Miry Bay	0 - OPER	6.53	114.3	S - STEEL
2020	04-02-23-19w3	177013-1	Miry Bay	0 - OPER	0.7	114.3	S - STEEL
2020	04-13-22-21w3	122614-1	Cramersburg	0 - OPER	0.98	114.3	S - STEEL
2020	06-20-21-19w3	127819-136	Shackleton	0 - OPER	1	114.3	S - STEEL
2020	06-25-22-20w3	181150-1	Cramersburg	0 - OPER	1.1	114.3	S - STEEL
2020	06-25-22-20w3	181148-1	Cramersburg	0 - OPER	0.75	114.3	S - STEEL
2020	07-04-23-20w3	183908-1	Cramersburg	0 - OPER	0.44	114.3	S - STEEL
2020	07-34-22-19w3	129206-1	Miry Bay	0 - OPER	1.2	114.3	S - STEEL
2020	07-34-22-19w3	187615-1	Miry Bay	0 - OPER	0.48	114.3	S - STEEL
2020	08-01-23-20w3	177620-4	Cramersburg	0 - OPER	0.85	114.3	S - STEEL
2020	08-08-22-20w3	174024-1	Cramersburg	0 - OPER	0.1	60.3	S - STEEL
2020	08-19-22-20w3	174027-7	Cramersburg	0 - OPER	0.73	114.3	S - STEEL
2020	08-21-22-21w3	187668-1	Cramersburg	0 - OPER	0.58	88.9	S - STEEL
2020	08-26-21-20w3	128086-1	Shackleton	0 - OPER	0.8	114.3	S - STEEL
2020	08-32-21-20w3	128044-1	Shackleton	0 - OPER	0.84	88.9	S - STEEL
2020	09-13-22-19w3	177712-1	Miry Bay	0 - OPER	1.17		S - STEEL
2020	10-04-23-18w3	128676-1	Lacadena North	0 - OPER	1.1	88.9	S - STEEL
2020	11-09-23-19w3	128198-1	Snipe Lake	0 - OPER	0.49	88.9	S - STEEL
2020	11-09-23-20w3	183902-1	Cramersburg	0 - OPER	0.29	114.3	S - STEEL
2020	11-22-22-20w3	181137-1	Cramersburg	0 - OPER	0.97	114.3	S - STEEL
2020	11-35-22-20w3	177621-6	Cramersburg	0 - OPER	0.79	114.3	S - STEEL
2020	12-10-23-18w3	128640-1	Lacadena North	0 - OPER	0.52	114.3	S - STEEL
2020	12-35-23-18w3	128428-1	Lacadena North	0 - OPER	1.62	88.9	S - STEEL
2020	13-14-22-21w3	129030-1	Cramersburg	0 - OPER	0.8	114.3	S - STEEL
2020	13-19-22-18w3	177714-1	Miry Bay	0 - OPER	0.64	114.3	S - STEEL
2020	13-35-22-19w3	181097-1	Miry Bay	0 - OPER	3.24	114.3	S - STEEL
2020	14-04-22-20w3	174022-3	Cramersburg	0 - OPER	0.65	88.9	S - STEEL
2020	14-07-23-19w3	128309-1	Snipe Lake	0 - OPER	0.31	88.9	S - STEEL
2020	16-01-23-19w3	182143-1	Lacadena North	0 - OPER	0.04	88.9	S - STEEL
2020	16-01-23-19w3	182143-1	Lacadena North	0 - OPER	0.04	88.9	S - STEEL
2020	16-04-22-20w3	127824-37	Shackleton	0 - OPER	0.66	114.3	S - STEEL



Client Company:

Abbey Resources Corp.

Client Field Name:

All pipeline fields/systems

Date:

Year	Failure Location	Line No.	Field	Current Status	Length (km)	Diam (mm)	Material
2021	04-04-23-20w3	174911-1	Cramersburg	0 - OPER	0.2	114.3	G - COMPOSITE
2021	04-09-22-20w3	135519-1	Cramersburg	0 - OPER	1.32	88.9	S - STEEL
2021	04-13-22-21w3	122615-1	Cramersburg	0 - OPER	0.77	114.3	S - STEEL
2021	05-19-22-19w3	129177-1	Cramersburg	0 - OPER	0.05	114.3	S - STEEL
2021	05-21-23-20W3	124886-1	Snipe Lake	0 - OPER	0.3	88.9	S - STEEL
2021	06-22-22-20W3	181137-1	Cramersburg	0 - OPER	0.97	114.3	S - STEEL
2021	06-26-21-19w3	177620-4	Cramersburg	0 - OPER	0.85	114.3	S - STEEL
2021	06-26-21-20w3	128087-1	Shackleton	0 - OPER	0.6	114.3	S - STEEL
2021	06-27-21-19W3	127819-98	Shackleton	O - OPER	0.8	114.3	P - POLYETH
2021	06-32-22-18w3	182134-1	Lacadena North	O - OPER	0.03	88.9	S - STEEL
2021	07-05-22-20w3	174023-2	Cramersburg	O - OPER	1.08	60.3	S - STEEL
2021	07-17-23-20w3	129115-1	Cramersburg	0 - OPER	0.03	114.3	S - STEEL
2021	07-17-23-20w3	129115-1	Cramersburg	0 - OPER	0.03	114.3	S - STEEL
2021	08-33-22-20w3	135503-1	Cramersburg	D - DCNT	0.41	114.3	S - STEEL
2021	09-12-22-19w3	177706-2	Miry Bay	0 - OPER	1.53		S - STEEL
2021	10-03-23-18w3	128586-1	Lacadena North	0 - OPER	1.14	88.9	S - STEEL
2021	10-04-23-18w3	128676-1	Lacadena North	0 - OPER	1.1	88.9	S - STEEL
2021	10-28-22-19w3	177009-1	Miry Bay	0 - OPER	1.66	114.3	S - STEEL
2021	10-35-22-20w3	181101-1	Cramersburg	0 - OPER	0.4	114.3	S - STEEL
2021	11-12-23-19w3	181495-1	Snipe Lake	0 - OPER	0.92	88.9	S - STEEL
2021	11-17-22-20w3	122452-1	Cramersburg	0 - OPER	0.25	88.9	G - COMPOSITE
2021	11-27-22-19w3	177009-1	Miry Bay	0 - OPER	1.66	114.3	S - STEEL
2021	11-35-22-20w3	177621-6	Cramersburg	0 - OPER	0.79	114.3	S - STEEL
2021	12-06-23-20W3	122608-1	Cramersburg	0 - OPER	0.61	114.3	S - STEEL
2021	12-10-23-18w3	128640-1	Lacadena North	0 - OPER	0.52	114.3	S - STEEL
2021	13-08-22-20w3	128010-1	Cramersburg	0 - OPER	1.78	88.9	S - STEEL
2021	13-12-22-21w3	128064-1	Shackleton	0 - OPER	0.69	114.3	S - STEEL
2021	13-32-22-19w3	181128-1	Cramersburg	0 - OPER	0.3	114.3	S - STEEL
2021	14-04-22-20w3	174022-3	Cramersburg	0 - OPER	0.65	88.9	S - STEEL
2021	14-05-23-15w3	127822-61	Lacadena South	0 - OPER	1.9	168.3	P - POLYETH
2021	14-07-21-19w3	173717-1	Shackleton	0 - OPER	0.04	60.3	S - STEEL
2021	14-09-22-21w3	118960-1	Miry Bay	0 - OPER	0.23	114.3	S - STEEL
2021	14-12-23-19w3	181495-1	Snipe Lake	0 - OPER	0.92	88.9	S - STEEL
2021	15-06-22-18w3	177702-1	Miry Bay	0 - OPER	1.04		S - STEEL
2021	15-06-22-18w3	177702-1	Miry Bay	0 - OPER	1.04		S - STEEL
2021	15-15-21-20W3	186874-1	Shackleton	0 - OPER	0.61	114.3	S - STEEL
2021	15-24-22-20W3	181147-1	Cramersburg	0 - OPER	0.8	114.3	S - STEEL



Client Company:

Abbey Resources Corp.

Client Field Name:

All pipeline fields/systems

Date:

2021	15-27-22-20w3	187653-1	Cramersburg	O - OPER	0.48	114.3	S - STEEL
2021	16-01-23-19W3	182143-1	Lacadena North	O - OPER	0.04	88.9	S - STEEL
2021	16-06-22-20w3	118998-1	Cramersburg	0 - OPER	0.87	88.9	S - STEEL



Client Company:

Abbey Resources Corp.

Client Field Name:

All pipeline fields/systems

Date:

2021-12-03

5.2 Appendix B - Pipelines Intersecting Indigenous Land

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Line No.	Field	Current Status	Length (km)	Diam (mm)	Material
150605-1	Abbey	O - OPER	1	273.1	P - POLYETH
150603-1	Abbey	O - OPER	1.3	114.3	P - POLYETH
150601-1	Abbey	O - OPER	0.9	273.1	P - POLYETH
150597-1	Abbey	O - OPER	0.9	114.3	P - POLYETH
150596-1	Abbey	0 - OPER	0.8	114.3	P - POLYETH
150595-1	Abbey	0 - OPER	1.9	114.3	P - POLYETH
150594-1	Abbey	0 - OPER	0.8	114.3	P - POLYETH
150593-1	Abbey	0 - OPER	0.6	114.3	P - POLYETH
150592-1	Abbey	O - OPER	0.8	114.3	P - POLYETH
150591-1	Abbey	O - OPER	0.8	273.1	P - POLYETH
150590-1	Abbey	O - OPER	0.8	273.1	P - POLYETH
150589-1	Abbey	O - OPER	3.1	219.1	P - POLYETH
150583-1	Abbey	O - OPER	4.4	273.1	P - POLYETH
150582-1	Abbey	O - OPER	4.4	273.1	P - POLYETH
150580-1	Abbey	O - OPER	1.1	273.1	P - POLYETH
150579-1	Abbey	O - OPER	1.1	273.1	P - POLYETH
150578-1	Abbey	O - OPER	0.1	114.3	P - POLYETH
150577-1	Abbey	0 - OPER	0.7	273.1	P - POLYETH
150576-1	Abbey	O - OPER	0.7	273.1	P - POLYETH
150575-1	Abbey	O - OPER	0.1	114.3	P - POLYETH
150574-1	Abbey	O - OPER	0.4	114.3	P - POLYETH
150573-1	Abbey	O - OPER	0.7	114.3	P - POLYETH
150572-1	Abbey	O - OPER	0.6	273.1	P - POLYETH
150571-1	Abbey	0 - OPER	0.6	273.1	P - POLYETH
150570-1	Abbey	O - OPER	1.2	168.3	P - POLYETH
150569-1	Abbey	O - OPER	0.7	168.3	P - POLYETH
150568-1	Abbey	O - OPER	1.3	273.1	P - POLYETH
150567-1	Abbey	0 - OPER	1.3	273.1	P - POLYETH
150566-1	Abbey	O - OPER	1.4	273.1	P - POLYETH
150565-1	Abbey	O - OPER	1.4	273.1	P - POLYETH
150564-1	Abbey	0 - OPER	0.7	168.3	P - POLYETH
150563-1	Abbey	0 - OPER	1	168.3	P - POLYETH
150562-1	Abbey	0 - OPER	0.9	168.3	P - POLYETH
150561-1	Abbey	O - OPER	0.9	273.1	P - POLYETH
150560-1	Abbey	0 - OPER	0.9	273.1	P - POLYETH



Client Company:

Abbey Resources Corp.

Client Field Name:

All pipeline fields/systems

Date:

Line No.	Field	Current Status	Length (km)	Diam (mm)	Material
150559-1	Abbey	0 - OPER	0.7	168.3	P - POLYETH
150558-1	Abbey	O - OPER	0.8	168.3	P - POLYETH
150557-1	Abbey	O - OPER	1.1	168.3	P - POLYETH
150556-1	Abbey	0 - OPER	1	168.3	P - POLYETH
150555-1	Abbey	0 - OPER	0.8	273.1	P - POLYETH
150554-1	Abbey	0 - OPER	0.8	273.1	P - POLYETH
150553-1	Abbey	0 - OPER	0.8	168.3	P - POLYETH
150552-1	Abbey	0 - OPER	0.9	168.3	P - POLYETH
150551-1	Abbey	0 - OPER	0.9	168.3	P - POLYETH
150550-1	Abbey	0 - OPER	0.8	168.3	P - POLYETH
150549-1	Abbey	0 - OPER	0.8	168.3	P - POLYETH
150548-1	Abbey	0 - OPER	3.5	273.1	P - POLYETH
150546-1	Abbey	0 - OPER	2.1	114.3	P - POLYETH
150545-1	Abbey	0 - OPER	0.9	273.1	P - POLYETH
150543-1	Abbey	0 - OPER	1	114.3	P - POLYETH
150542-1	Abbey	O - OPER	1.1	273.1	P - POLYETH
150541-1	Abbey	0 - OPER	1	273.1	P - POLYETH
150540-1	Abbey	0 - OPER	0.5	114.3	P - POLYETH
150539-1	Abbey	0 - OPER	0.9	273.1	P - POLYETH
150538-1	Abbey	0 - OPER	0.8	273.1	P - POLYETH
150537-1	Abbey	0 - OPER	0.4	273.1	P - POLYETH
150536-1	Abbey	0 - OPER	0.3	273.1	P - POLYETH
150535-1	Abbey	O - OPER	0.9	273.1	P - POLYETH
150534-1	Abbey	0 - OPER	0.8	273.1	P - POLYETH
150533-1	Abbey	0 - OPER	1.2	114.3	P - POLYETH
150532-1	Abbey	O - OPER	0.9	114.3	P - POLYETH
150531-1	Abbey	0 - OPER	0.8	114.3	P - POLYETH
150530-1	Abbey	0 - OPER	0.8	273.1	P - POLYETH
150529-1	Abbey	O - OPER	1.6	273.1	P - POLYETH
150528-1	Abbey	0 - OPER	1.1	273.1	P - POLYETH
150527-1	Abbey	O - OPER	0.9	273.1	P - POLYETH
150526-1	Abbey	O - OPER	0.8	114.3	P - POLYETH
150525-1	Abbey	O - OPER	0.8	114.3	P - POLYETH
150524-1	Abbey	O - OPER	0.9	273.1	P - POLYETH
150523-1	Abbey	O - OPER	1.2	273.1	P - POLYETH
150522-1	Abbey	0 - OPER	1	273.1	P - POLYETH



Client Company:

Abbey Resources Corp.

Client Field Name:

All pipeline fields/systems

Date:

Line No.	Field	Current Status	Length (km)	Diam (mm)	Material
150521-1	Abbey	O - OPER	0.8	114.3	P - POLYETH
150520-1	Abbey	0 - OPER	0.7	273.1	P - POLYETH
150519-1	Abbey	O - OPER	0.5	273.1	P - POLYETH
150518-1	Abbey	O - OPER	1.2	114.3	P - POLYETH
150517-1	Abbey	0 - OPER	0.9	273.1	P - POLYETH
150516-1	Abbey	O - OPER	1.1	273.1	P - POLYETH
150515-1	Abbey	0 - OPER	0.8	273.1	P - POLYETH
150514-1	Abbey	0 - OPER	2	273.1	P - POLYETH
150513-1	Abbey	0 - OPER	1.4	273.1	P - POLYETH
150512-1	Abbey	0 - OPER	0.5	114.3	P - POLYETH
150511-1	Abbey	O - OPER	0.4	114.3	P - POLYETH
150510-1	Abbey	O - OPER	0.1	273.1	P - POLYETH
150509-1	Abbey	O - OPER	1.2	273.1	P - POLYETH
150508-1	Abbey	O - OPER	0.8	114.3	P - POLYETH
150507-1	Abbey	O - OPER	1.2	273.1	P - POLYETH
150506-1	Abbey	O - OPER	0.9	114.3	P - POLYETH
150505-1	Abbey	0 - OPER	1	273.1	P - POLYETH
150504-1	Abbey	O - OPER	0.7	114.3	P - POLYETH
150503-1	Abbey	0 - OPER	0.9	273.1	P - POLYETH
150502-1	Abbey	0 - OPER	0.8	114.3	P - POLYETH
150501-1	Abbey	0 - OPER	1	273.1	P - POLYETH
150500-1	Abbey	0 - OPER	0.9	114.3	P - POLYETH
150499-1	Abbey	O - OPER	1.1	273.1	P - POLYETH
150498-1	Abbey	0 - OPER	0.9	114.3	P - POLYETH
150497-1	Abbey	0 - OPER	1	273.1	P - POLYETH
150496-1	Abbey	0 - OPER	0.9	273.1	P - POLYETH
150495-1	Abbey	0 - OPER	0.8	114.3	P - POLYETH
150494-1	Abbey	0 - OPER	0.6	114.3	P - POLYETH
150493-1	Abbey	O - OPER	0.7	273.1	P - POLYETH
150492-1	Abbey	0 - OPER	0.6	114.3	P - POLYETH
150588-1	Abbey	0 - OPER	1	114.3	P - POLYETH
150587-1	Abbey	O - OPER	0.8	219.1	P - POLYETH
150586-1	Abbey	0 - OPER	0.8	114.3	P - POLYETH
150585-1	Abbey	O - OPER	2.5	168.3	P - POLYETH



Client Company:

Abbey Resources Corp.

Client Field Name:

All pipeline fields/systems

Date:

		Current	Length	Diam	
Line No.	Field	Status	(km)	(mm)	Material
177004-1	Cramersburg	O - OPER	0.44	114.3	S - STEEL
181145-1	Cramersburg	O - OPER	0.93	114.3	S - STEEL
181128-1	Cramersburg	0 - OPER	0.3	114.3	S - STEEL
129204-1	Cramersburg	O - OPER	1.74	114.3	S - STEEL
181152-1	Miry Bay	O - OPER	1.75		S - STEEL
181151-1	Miry Bay	0 - OPER	2.5		S - STEEL
177011-1	Miry Bay	0 - OPER	5.28	114.3	S - STEEL
135987-1	Miry Bay	O - OPER	7.8		S - STEEL
129203-1	Miry Bay	0 - OPER	6.53	114.3	S - STEEL
118962-1	Miry Bay	0 - OPER	7.8	114.3	S - STEEL
150584-1	Miry Bay	0 - OPER	847	114.3	P - POLYETH
181081-1	Miry Bay	0 - OPER	0.71		S - STEEL
127824-13	Shackleton	0 - OPER	2.39	114.3	S - STEEL
150604-1	Shackleton	0 - OPER	1	273.1	P - POLYETH
150602-1	Shackleton	0 - OPER	0.9	273.1	P - POLYETH
150600-1	Shackleton	0 - OPER	1	273.1	P - POLYETH
150599-1	Shackleton	0 - OPER	1	273.1	P - POLYETH
150598-1	Shackleton	0 - OPER	0.2	114.3	P - POLYETH
150547-1	Shackleton	0 - OPER	3.5	273.1	P - POLYETH
150544-1	Shackleton	O - OPER	0.9	273.1	P - POLYETH



Client Company:

Abbey Resources Corp.

Client Field Name:

All pipeline fields/systems

Date:

2021-12-03

5.3 Appendix C - Pipelines Intersecting Water Crossings

Line	Field	Status	Material	Cat.	Subcat.	Latitude	Longitude	Waterbody Map Scale	Stream Order
186872-1	Shackleton	0 - OPER	S - STEEL	Α	A4	50.804503	-108.696645	1:1,000,000	4
127824-35	Spring Creek	O - OPER	S - STEEL	Α	A4	50.812467	-108.721792	1:1,000,000	4
128095-1	Shackleton	0 - OPER	S - STEEL	Α	A4	50.797274	-108.681461	1:1,000,000	4
128044-1	Shackleton	0 - OPER	S - STEEL	Α	A4	50.826011	-108.733278	1:1,000,000	4
128044-1	Shackleton	0 - OPER	S - STEEL	Α	A4	50.826174	-108.732086	1:1,000,000	4
127824-35	Spring Creek	0 - OPER	S - STEEL	Α	A4	50.812406	-108.722892	1:1,000,000	4
127819-71	Shackleton	0 - OPER	S - STEEL	Α	A4	50.795779	-108.486418	1:1,000,000	8
128044-1	Shackleton	0 - OPER	S - STEEL	Α	A4	50.826063	-108.732892	1:1,000,000	4
127824-35	Spring Creek	O - OPER	S - STEEL	Α	A4	50.812501	-108.721521	1:1,000,000	4
118957-1	Miry Bay	O - OPER	S - STEEL	Α	A4	50.803934	-108.552064	1:1,000,000	5
127824-32	Spring Creek	O - OPER	S - STEEL	Α	A4	50.801532	-108.600868	1:1,000,000	4
183827-1	Miry Bay	0 - OPER	S - STEEL	Α	A4	50.817371	-108.532514	1:1,000,000	5
187511-1	Shackleton	0 - OPER	S - STEEL	Α	A4	50.808691	-108.706358	1:1,000,000	4
127820-322	Lacadena South	0 - OPER	S - STEEL	Α	A4	50.85984	-108.387746	1:1,000,000	4
128078-1	Shackleton	0 - OPER	S - STEEL	Α	A4	50.799605	-108.634408	1:1,000,000	4
118962-1	Miry Bay	0 - OPER	S - STEEL	Α	A4	50.804124	-108.55261	1:1,000,000	5
127819-56	Shackleton	0 - OPER	S - STEEL	Α	A4	50.804925	-108.487156	1:1,000,000	8
127819-56	Shackleton	0 - OPER	S - STEEL	Α	A4	50.804931	-108.491946	1:1,000,000	8
817118-1	Lacadena South	0 - OPER		Α	A4	50.897619	-108.379485	1:1,000,000	4
173721-1	Miry Bay	0 - OPER	S - STEEL	Α	A4	50.803564	-108.551498	1:1,000,000	5
127819-93	Shackleton	0 - OPER	S - STEEL	Α	A4	50.803409	-108.50104	1:1,000,000	5
127824-35	Spring Creek	0 - OPER	S - STEEL	Α	A4	50.812637	-108.720454	1:1,000,000	4
135987-1	Miry Bay	0 - OPER	S - STEEL	Α	A4	50.804056	-108.553079	1:1,000,000	5
127819-62	Shackleton	0 - OPER	G - COMPOSITE	Α	A4	50.802166	-108.491971	1:1,000,000	8
127819-219	Shackleton	0 - OPER	G - COMPOSITE	Α	A4	50.795652	-108.486443	1:1,000,000	8
127819-158	Shackleton	0 - OPER	G - COMPOSITE	Α	A4	50.814725	-108.523217	1:1,000,000	5
127819-40	Shackleton	0 - OPER	P - POLYETH	Α	A4	50.682754	-108.541796	1:1,000,000	4
127820-157	Lacadena South	0 - OPER	P - POLYETH	Α	A4	50.855926	-108.362844	1:1,000,000	4
127820-316	Lacadena South	0 - OPER	P - POLYETH	Α	A4	50.863534	-108.405946	1:1,000,000	4
127819-191	Shackleton	0 - OPER	P - POLYETH	Α	A4	50.786391	-108.567528	1:1,000,000	5
127820-287	Lacadena South	0 - OPER	P - POLYETH	Α	A4	50.908504	-108.343967	1:1,000,000	4
127819-116	Shackleton	0 - OPER	P - POLYETH	Α	A4	50.745572	-108.548702	1:1,000,000	4
127819-134	Shackleton	0 - OPER	P - POLYETH	Α	A4	50.80583	-108.581675	1:1,000,000	4
127820-316	Lacadena South	O - OPER	P - POLYETH	Α	A4	50.863244	-108.40569	1:1,000,000	4
127820-223	Lacadena South	0 - OPER	P - POLYETH	Α	A4	50.856898	-108.37272	1:1,000,000	4
127820-40	Lacadena South	O - OPER	P - POLYETH	Α	A4	50.89146	-108.381094	1:1,000,000	4
127819-147	Shackleton	O - OPER	P - POLYETH	Α	A4	50.745726	-108.548794	1:1,000,000	4
127822-61	Lacadena South	0 - OPER	P - POLYETH	Α	A4	50.928421	-108.054707	1:1,000,000	4

PIPELINE RISK ASSESSMENT - ABBEY RESOUCES

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Client Company:

Abbey Resources Corp.

Client Field Name:

All pipeline fields/systems

Date:

Line	Field	Status	Material	Cat.	Subcat.	Latitude	Longitude	Waterbody Map Scale	Stream Order
127819-14	Shackleton	0 - OPER	P - POLYETH	Α	A4	50.8038	-108.580588	1:1,000,000	4
127820-104	Lacadena South	O - OPER	P - POLYETH	Α	A4	50.943117	-108.286729	1:1,000,000	4
127820-189	Lacadena South	O - OPER	P - POLYETH	Α	A4	50.906056	-108.360702	1:1,000,000	4
127820-316	Lacadena South	0 - OPER	P - POLYETH	Α	A4	50.863257	-108.405769	1:1,000,000	4
127820-316	Lacadena South	0 - OPER	P - POLYETH	Α	A4	50.86318	-108.40308	1:1,000,000	4
127820-288	Lacadena South	0 - OPER	P - POLYETH	Α	A4	50.856866	-108.376145	1:1,000,000	4
127820-180	Lacadena South	O - OPER	P - POLYETH	Α	A4	50.920329	-108.322347	1:1,000,000	4
127822-19	Lacadena South	O - OPER	P - POLYETH	Α	A4	50.927312	-108.204957	1:1,000,000	4
127819-8	Shackleton	O - OPER	P - POLYETH	Α	A4	50.806164	-108.584234	1:1,000,000	4
127820-149	Lacadena South	O - OPER	P - POLYETH	Α	A4	50.897716	-108.379086	1:1,000,000	4
127820-72	Lacadena South	O - OPER	P - POLYETH	Α	A4	50.938947	-108.297152	1:1,000,000	4
127820-265	Lacadena South	O - OPER	P - POLYETH	Α	A4	50.863533	-108.417429	1:1,000,000	4
127824-49	Spring Creek	O - OPER	S - STEEL	В	B4	50.825957	-108.750416	1:250,000	3
128216-1	Snipe Lake	O - OPER	S - STEEL	В	B4	50.968408	-108.606056	1:250,000	3
128411-1	Lacadena North	O - OPER	S - STEEL	В	B4	51.021206	-108.34552	1:250,000	3
181468-1	Snipe Lake	O - OPER	S - STEEL	В	B4	50.961452	-108.594419	1:250,000	3
138792-1	Snipe Lake	O - OPER	S - STEEL	В	B4	50.952734	-108.570235	1:250,000	3
128289-1	Snipe Lake	0 - OPER	S - STEEL	В	В4	50.972045	-108.616762	1:250,000	2
128289-1	Snipe Lake	O - OPER	S - STEEL	В	B4	50.976273	-108.611709	1:250,000	2
132181-1	Cramersburg	O - OPER	S - STEEL	В	B4	50.898727	-108.852474	1:250,000	2
119001-1	Cramersburg	O - OPER	S - STEEL	В	B4	50.86749	-108.823696	1:250,000	2
122406-1	Cramersburg	O - OPER	S - STEEL	В	B4	50.837508	-108.786977	1:250,000	2
128070-1	Shackleton	O - OPER	S - STEEL	В	B4	50.790751	-108.694252	1:250,000	2
132181-1	Cramersburg	O - OPER	S - STEEL	В	B4	50.896218	-108.85579	1:250,000	2
187571-1	Cramersburg	O - OPER	S - STEEL	В	B4	50.816115	-108.798663	1:250,000	2
128035-1	Shackleton	O - OPER	S - STEEL	В	B4	50.802069	-108.732956	1:250,000	2
128980-1	Cramersburg	O - OPER	S - STEEL	В	B4	50.837161	-108.787161	1:250,000	2
122612-1	Cramersburg	O - OPER	S - STEEL	В	B4	50.866178	-108.825551	1:250,000	2
181478-1	Snipe Lake	O - OPER	S - STEEL	В	B4	50.97241	-108.574145	1:250,000	2
127824-2	Spring Creek	O - OPER	S - STEEL	В	B4	50.815424	-108.788877	1:250,000	2
128288-1	Snipe Lake	O - OPER	S - STEEL	В	B4	50.976131	-108.611525	1:250,000	2
128068-1	Shackleton	O - OPER	S - STEEL	В	B4	50.783269	-108.667468	1:250,000	2
128408-1	Lacadena North	O - OPER	S - STEEL	В	B4	51.015719	-108.333403	1:250,000	2
129028-1	Cramersburg	O - OPER	S - STEEL	В	B4	50.871396	-108.817479	1:250,000	2
127824-19	Spring Creek	O - OPER	S - STEEL	В	B4	50.817063	-108.772778	1:250,000	2
128183-1	Snipe Lake	O - OPER	S - STEEL	В	B4	50.972418	-108.583251	1:250,000	2
187567-1	Cramersburg	O - OPER	S - STEEL	В	B4	50.830334	-108.775718	1:250,000	2
187685-1	Cramersburg	O - OPER	S - STEEL	В	B4	50.94264	-108.840482	1:250,000	2
128272-1	Snipe Lake	O - OPER	S - STEEL	В	B4	50.97189	-108.616589	1:250,000	2



Client Company:

Abbey Resources Corp.

Client Field Name:

All pipeline fields/systems

Date:

Line	Field	Status	Material	Cat.	Subcat.	Latitude	Longitude	Waterbody Map Scale	Stream Order
127824-52	Spring Creek	0 - OPER	S - STEEL	В	B4	50.832744	-108.764529	1:250,000	2
122407-1	Cramersburg	0 - OPER	G - COMPOSITE	В	B4	50.839371	-108.778398	1:250,000	3
127820-293	Lacadena South	0 - OPER	G - COMPOSITE	В	B4	50.855656	-108.355226	1:250,000	3
127820-159	Lacadena South	0 - OPER	G - COMPOSITE	В	B4	50.853897	-108.342158	1:250,000	3
122443-1	Shackleton	0 - OPER	G - COMPOSITE	В	B4	50.831847	-108.740729	1:250,000	3
127820-293	Lacadena South	0 - OPER	G - COMPOSITE	В	B4	50.851957	-108.356217	1:250,000	3
127819-200	Shackleton	O - OPER	P - POLYETH	В	B4	50.74575	-108.558639	1:250,000	3
127819-54	Shackleton	O - OPER	P - POLYETH	В	B4	50.710028	-108.515939	1:250,000	3
127819-148	Shackleton	0 - OPER	P - POLYETH	В	B4	50.73889	-108.558441	1:250,000	3
122438-1	Shackleton	0 - OPER	G - COMPOSITE	В	B4	50.810436	-108.724379	1:250,000	2
128985-1	Cramersburg	0 - OPER	G - COMPOSITE	В	B4	50.851632	-108.793037	1:250,000	2
127819-171	Shackleton	0 - OPER	P - POLYETH	В	B4	50.717316	-108.530246	1:250,000	3
127820-13	Lacadena South	0 - OPER	P - POLYETH	В	B4	50.855458	-108.350767	1:250,000	3
127819-200	Shackleton	0 - OPER	P - POLYETH	В	B4	50.74106	-108.558639	1:250,000	3
127820-92	Lacadena South	O - OPER	P - POLYETH	В	B4	50.789161	-108.368086	1:250,000	3
127820-138	Lacadena South	0 - OPER	P - POLYETH	В	B4	50.782619	-108.349964	1:250,000	3
127819-116	Shackleton	0 - OPER	P - POLYETH	В	В4	50.746061	-108.55748	1:250,000	3
127819-147	Shackleton	0 - OPER	P - POLYETH	В	B4	50.746274	-108.557505	1:250,000	3
127819-200	Shackleton	0 - OPER	P - POLYETH	В	B4	50.73782	-108.558639	1:250,000	3
127819-148	Shackleton	0 - OPER	P - POLYETH	В	B4	50.740949	-108.558445	1:250,000	3
127819-148	Shackleton	0 - OPER	P - POLYETH	В	B4	50.745636	-108.558457	1:250,000	3
127819-27	Shackleton	0 - OPER	P - POLYETH	В	B4	50.708811	-108.513309	1:250,000	3
128409-1	Lacadena North	O - OPER	G - COMPOSITE	В	B4	51.017944	-108.338371	1:250,000	2
127819-200	Shackleton	O - OPER	P - POLYETH	В	B4	50.738701	-108.558639	1:250,000	3
127820-24	Lacadena South	0 - OPER	P - POLYETH	В	B4	50.749969	-108.348961	1:250,000	2
127820-242	Lacadena South	0 - OPER	P - POLYETH	В	B4	51.007612	-108.305112	1:250,000	2
127820-47	Lacadena South	0 - OPER	P - POLYETH	В	B4	50.971978	-108.333781	1:250,000	2
127819-200	Shackleton	0 - OPER	P - POLYETH	В	B4	50.731754	-108.558639	1:250,000	2
127819-151	Shackleton	O - OPER	P - POLYETH	В	B4	50.758895	-108.53731	1:250,000	2
127819-200	Shackleton	O - OPER	P - POLYETH	В	B4	50.732397	-108.558639	1:250,000	2
127822-35	Lacadena South	0 - OPER	P - POLYETH	В	B4	50.917842	-108.231984	1:250,000	2
127819-48	Shackleton	0 - OPER	P - POLYETH	В	B4	50.760105	-108.534649	1:250,000	2
127819-139	Shackleton	0 - OPER	P - POLYETH	В	B4	50.765267	-108.548775	1:250,000	2
127819-10	Shackleton	0 - OPER	P - POLYETH	В	B4	50.7348	-108.561084	1:250,000	2
127819-29	Shackleton	0 - OPER	P - POLYETH	В	B4	50.780873	-108.47581	1:250,000	2
127819-200	Shackleton	0 - OPER	P - POLYETH	В	B4	50.719128	-108.557563	1:250,000	2
127819-143	Shackleton	0 - OPER	P - POLYETH	В	B4	50.7758	-108.46746	1:250,000	2
127819-129	Shackleton	0 - OPER	P - POLYETH	В	B4	50.780041	-108.475724	1:250,000	2
127819-200	Shackleton	0 - OPER	P - POLYETH	В	B4	50.736383	-108.558639	1:250,000	2



Client Company:

Abbey Resources Corp.

Client Field Name:

All pipeline fields/systems

Date:

Line	Field	Status	Material	Cat.	Subcat.	Latitude	Longitude	Waterbody Map Scale	Stream Order
127819-186	Shackleton	O - OPER	P - POLYETH	В	B4	50.703698	-108.556057	1:250,000	2
127819-200	Shackleton	O - OPER	P - POLYETH	В	B4	50.733347	-108.558639	1:250,000	2
127819-25	Shackleton	O - OPER	P - POLYETH	В	B4	50.76686	-108.556178	1:250,000	2
127820-214	Lacadena South	0 - OPER	P - POLYETH	В	В4	51.004981	-108.318807	1:250,000	2
127820-308	Lacadena South	O - OPER	P - POLYETH	В	B4	50.97008	-108.320377	1:250,000	2
127822-47	Lacadena South	O - OPER	P - POLYETH	В	B4	50.928239	-108.163461	1:250,000	2
127820-143	Lacadena South	O - OPER	P - POLYETH	В	В4	51.006957	-108.306867	1:250,000	2
127819-117	Shackleton	0 - OPER	P - POLYETH	В	В4	50.728033	-108.57638	1:250,000	2
127820-313	Lacadena South	O - OPER	P - POLYETH	В	В4	50.96923	-108.307263	1:250,000	2
127819-10	Shackleton	O - OPER	P - POLYETH	В	В4	50.732564	-108.558607	1:250,000	2
127819-143	Shackleton	O - OPER	P - POLYETH	В	В4	50.775481	-108.473573	1:250,000	2
127820-34	Lacadena South	O - OPER	P - POLYETH	В	В4	50.970269	-108.287648	1:250,000	2
127819-200	Shackleton	O - OPER	P - POLYETH	В	В4	50.704176	-108.55385	1:250,000	2
127819-200	Shackleton	0 - OPER	P - POLYETH	В	В4	50.73701	-108.558639	1:250,000	2
127822-27	Lacadena South	0 - OPER	P - POLYETH	В	В4	50.963533	-108.15952	1:250,000	2
127821-1	Shackleton	0 - OPER	S - STEEL	С	C3	50.749038	-108.511794	1:50,000	1
127821-1	Shackleton	O - OPER	S - STEEL	С	C3	50.747713	-108.511779	1:50,000	1
127821-1	Shackleton	O - OPER	S - STEEL	С	C3	50.748225	-108.511784	1:50,000	1
128428-1	Lacadena North	O - OPER	S - STEEL	С	C4	51.006578	-108.419017	1:50,000	1
128392-1	Lacadena North	O - OPER	S - STEEL	С	C4	51.006958	-108.482751	1:50,000	1
128243-1	Snipe Lake	O - OPER	S - STEEL	С	C4	50.970087	-108.739305	1:50,000	1
135991-1	Cramersburg	0 - OPER	S - STEEL	С	C4	50.847398	-108.846657	1:50,000	1
129067-1	Cramersburg	O - OPER	S - STEEL	С	C4	50.881134	-108.771839	1:50,000	1
128253-1	Snipe Lake	O - OPER	S - STEEL	С	C4	50.969239	-108.718844	1:50,000	1
128177-1	Snipe Lake	O - OPER	S - STEEL	С	C4	50.972396	-108.561449	1:50,000	1
122410-1	Cramersburg	O - OPER	S - STEEL	С	C4	50.865232	-108.757482	1:50,000	1
187684-1	Cramersburg	O - OPER	S - STEEL	С	C4	50.945615	-108.852163	1:50,000	1
134053-1	Cramersburg	O - OPER	S - STEEL	С	C4	50.840504	-108.826057	1:50,000	1
135522-1	Cramersburg	O - OPER	S - STEEL	С	C4	50.854876	-108.841515	1:50,000	1
183891-1	Cramersburg	O - OPER	S - STEEL	С	C4	50.854707	-108.847706	1:50,000	1
129072-1	Cramersburg	O - OPER	S - STEEL	С	C4	50.950002	-108.874178	1:50,000	1
127819-164	Shackleton	O - OPER	S - STEEL	С	C4	50.779281	-108.511697	1:50,000	1
804486-1	Snipe Lake	O - OPER		С	C4	50.984547	-108.563412	1:50,000	1
129017-1	Cramersburg	O - OPER	S - STEEL	С	C4	50.873906	-108.782294	1:50,000	1
128458-1	Lacadena North	O - OPER	S - STEEL	С	C4	51.000894	-108.436106	1:50,000	1
128244-1	Snipe Lake	0 - OPER	S - STEEL	С	C4	50.97557	-108.743696	1:50,000	1
128331-1	Snipe Lake	0 - OPER	S - STEEL	С	C4	50.964243	-108.692183	1:50,000	1
187565-1	Cramersburg	O - OPER	S - STEEL	С	C4	50.843329	-108.787668	1:50,000	1
177704-1	Miry Bay	O - OPER	S - STEEL	С	C4	50.852248	-108.489573	1:50,000	1



Client Company:

Abbey Resources Corp.

Client Field Name:

All pipeline fields/systems

Date:

Line	Field	Status	Material	Cat.	Subcat.	Latitude	Longitude	Waterbody Map Scale	Stream Order
178888-1	Miry Bay	O - OPER	S - STEEL	С	C4	50.851984	-108.510854	1:50,000	1
183724-1	Cramersburg	O - OPER	S - STEEL	С	C4	50.829533	-108.948611	1:50,000	1
135524-1	Cramersburg	O - OPER	S - STEEL	С	C4	50.860564	-108.837812	1:50,000	1
128965-1	Cramersburg	0 - OPER	S - STEEL	С	C4	50.826734	-108.809907	1:50,000	1
187685-1	Cramersburg	0 - OPER	S - STEEL	С	C4	50.942647	-108.840884	1:50,000	1
128187-1	Snipe Lake	O - OPER	S - STEEL	С	C4	50.963987	-108.584079	1:50,000	1
134051-1	Cramersburg	O - OPER	S - STEEL	С	C4	50.831062	-108.836217	1:50,000	1
134077-1	Cramersburg	0 - OPER	S - STEEL	С	C4	50.941885	-108.845425	1:50,000	1
127819-164	Shackleton	O - OPER	S - STEEL	С	C4	50.771111	-108.511693	1:50,000	1
127824-52	Spring Creek	O - OPER	S - STEEL	С	C4	50.827704	-108.754908	1:50,000	1
128312-1	Snipe Lake	O - OPER	S - STEEL	С	C4	50.956978	-108.643461	1:50,000	1
183747-1	Cramersburg	O - OPER	S - STEEL	С	C4	50.821543	-108.930104	1:50,000	1
128378-1	Lacadena North	0 - OPER	S - STEEL	С	C4	51.015875	-108.421621	1:50,000	1
128382-1	Lacadena North	0 - OPER	S - STEEL	С	C4	51.018961	-108.427541	1:50,000	1
128454-1	Lacadena North	0 - OPER	S - STEEL	С	C4	51.001551	-108.436678	1:50,000	1
128064-1	Shackleton	0 - OPER	S - STEEL	С	C4	50.775407	-108.655705	1:50,000	1
128190-1	Snipe Lake	O - OPER	S - STEEL	С	C4	50.96763	-108.586176	1:50,000	1
128391-1	Lacadena North	O - OPER	S - STEEL	С	C4	51.000269	-108.475864	1:50,000	1
135986-1	Miry Bay	O - OPER	S - STEEL	С	C4	50.852493	-108.489034	1:50,000	1
804486-1	Snipe Lake	O - OPER		С	C4	50.981983	-108.586977	1:50,000	1
128429-1	Lacadena North	O - OPER	S - STEEL	С	C4	51.007851	-108.41691	1:50,000	1
186876-1	Shackleton	O - OPER	S - STEEL	С	C4	50.77231	-108.6495	1:50,000	1
129073-1	Cramersburg	O - OPER	S - STEEL	С	C4	50.950137	-108.874199	1:50,000	1
195105-1	Cramersburg	O - OPER	S - STEEL	С	C4	50.804548	-108.969226	1:50,000	1
187569-1	Cramersburg	O - OPER	S - STEEL	С	C4	50.820626	-108.790071	1:50,000	1
128467-1	Lacadena North	O - OPER	S - STEEL	С	C4	51.007618	-108.444645	1:50,000	1
128273-1	Snipe Lake	O - OPER	S - STEEL	С	C4	50.979179	-108.615195	1:50,000	1
178923-1	Shackleton	O - OPER	S - STEEL	С	C4	50.774518	-108.669639	1:50,000	1
128964-1	Cramersburg	O - OPER	S - STEEL	С	C4	50.829537	-108.810921	1:50,000	1
174028-1	Cramersburg	O - OPER	S - STEEL	С	C4	50.883195	-108.773038	1:50,000	1
128243-1	Snipe Lake	O - OPER	S - STEEL	С	C4	50.967554	-108.733797	1:50,000	1
185368-1	Lacadena North	O - OPER	S - STEEL	С	C4	50.960906	-108.442891	1:50,000	1
127824-36	Spring Creek	O - OPER	S - STEEL	С	C4	50.818119	-108.775645	1:50,000	1
138801-1	Shackleton	O - OPER	S - STEEL	С	C4	50.778557	-108.660733	1:50,000	1
183863-1	Cramersburg	O - OPER	S - STEEL	С	C4	50.830788	-108.924623	1:50,000	1
128374-1	Lacadena North	O - OPER	S - STEEL	С	C4	51.011531	-108.453638	1:50,000	1
128273-1	Snipe Lake	O - OPER	S - STEEL	С	C4	50.979182	-108.612864	1:50,000	1
128452-1	Lacadena North	O - OPER	S - STEEL	С	C4	51.00465	-108.440674	1:50,000	1
128397-1	Lacadena North	O - OPER	S - STEEL	С	C4	51.010748	-108.467031	1:50,000	1



Client Company:

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Client Field Name:

All pipeline fields/systems

Date:

Line	Field	Status	Material	Cat.	Subcat.	Latitude	Longitude	Waterbody Map Scale	Stream Order
185373-1	Lacadena North	0 - OPER	S - STEEL	С	C4	50.960876	-108.443348	1:50,000	1
127824-4	Spring Creek	0 - OPER	S - STEEL	С	C4	50.827442	-108.752578	1:50,000	1
128976-1	Cramersburg	0 - OPER	S - STEEL	С	C4	50.840089	-108.803927	1:50,000	1
128242-1	Snipe Lake	O - OPER	S - STEEL	С	C4	50.974408	-108.74377	1:50,000	1
127819-164	Shackleton	0 - OPER	S - STEEL	С	C4	50.749668	-108.51357	1:50,000	1
134053-1	Cramersburg	0 - OPER	S - STEEL	С	C4	50.840427	-108.832539	1:50,000	1
128976-1	Cramersburg	O - OPER	S - STEEL	С	C4	50.840091	-108.798694	1:50,000	1
183723-1	Cramersburg	O - OPER	S - STEEL	С	C4	50.832305	-108.930877	1:50,000	1
128216-1	Snipe Lake	0 - OPER	S - STEEL	С	C4	50.96367	-108.604645	1:50,000	1
127824-19	Spring Creek	0 - OPER	S - STEEL	С	C4	50.818203	-108.786033	1:50,000	1
174107-1	Shackleton	O - OPER	S - STEEL	С	C4	50.807401	-108.681441	1:50,000	1
128964-1	Cramersburg	0 - OPER	S - STEEL	С	C4	50.82763	-108.810861	1:50,000	1
128371-1	Lacadena North	O - OPER	S - STEEL	С	C4	51.009178	-108.4476	1:50,000	1
128244-1	Snipe Lake	O - OPER	S - STEEL	С	C4	50.978386	-108.736177	1:50,000	1
128971-1	Cramersburg	O - OPER	S - STEEL	С	C4	50.815503	-108.817881	1:50,000	1
128085-1	Shackleton	O - OPER	S - STEEL	С	C4	50.807914	-108.660206	1:50,000	1
181132-1	Miry Bay	O - OPER	S - STEEL	С	C4	50.932252	-108.58176	1:50,000	1
128388-1	Lacadena North	O - OPER	S - STEEL	С	C4	51.000824	-108.465997	1:50,000	1
183893-1	Cramersburg	O - OPER	S - STEEL	С	C4	50.846951	-108.836443	1:50,000	1
128230-1	Snipe Lake	0 - OPER	S - STEEL	С	C4	50.982696	-108.587386	1:50,000	1
128271-1	Snipe Lake	O - OPER	S - STEEL	С	C4	50.9776	-108.632731	1:50,000	1
128244-1	Snipe Lake	O - OPER	S - STEEL	С	C4	50.979051	-108.742437	1:50,000	1
177092-1	Cramersburg	O - OPER	S - STEEL	С	C4	50.870252	-108.910095	1:50,000	1
181473-1	Snipe Lake	0 - OPER	S - STEEL	С	C4	50.974772	-108.587198	1:50,000	1
183747-1	Cramersburg	0 - OPER	S - STEEL	С	C4	50.823716	-108.932253	1:50,000	1
128266-1	Snipe Lake	0 - OPER	S - STEEL	С	C4	50.985496	-108.657317	1:50,000	1
128290-1	Snipe Lake	0 - OPER	S - STEEL	С	C4	50.969188	-108.622513	1:50,000	1
128230-1	Snipe Lake	0 - OPER	S - STEEL	С	C4	50.985141	-108.563027	1:50,000	1
122420-1	Cramersburg	0 - OPER	G - COMPOSITE	С	C4	50.859234	-108.807191	1:50,000	1
122400-1	Cramersburg	0 - OPER	G - COMPOSITE	С	C4	50.888249	-108.763717	1:50,000	1
128409-1	Lacadena North	0 - OPER	G - COMPOSITE	С	C4	51.018412	-108.337617	1:50,000	1
128180-1	Snipe Lake	0 - OPER	G - COMPOSITE	С	C4	50.976189	-108.573676	1:50,000	1
127820-239	Lacadena South	0 - OPER	G - COMPOSITE	С	C4	50.836146	-108.381655	1:50,000	1
128963-1	Cramersburg	0 - OPER	G - COMPOSITE	С	C4	50.827155	-108.820505	1:50,000	1
134055-1	Cramersburg	O - OPER	G - COMPOSITE	С	C4	50.833448	-108.84729	1:50,000	1
127820-159	Lacadena South	O - OPER	G - COMPOSITE	С	C4	50.857948	-108.341948	1:50,000	1
128962-1	Cramersburg	O - OPER	G - COMPOSITE	С	C4	50.826686	-108.828937	1:50,000	1
128427-1	Lacadena North	O - OPER	G - COMPOSITE	С	C4	51.01099	-108.40803	1:50,000	1
128240-1	Snipe Lake	0 - OPER	G - COMPOSITE	С	C4	50.969497	-108.772538	1:50,000	1



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127820-194	Lacadena South	O - OPER	G - COMPOSITE	С	C4	50.856038	-108.20249	1:50,000	1
128240-1	Snipe Lake	0 - OPER	G - COMPOSITE	С	C4	50.971981	-108.771171	1:50,000	1
128975-1	Cramersburg	0 - OPER	G - COMPOSITE	С	C4	50.843169	-108.815849	1:50,000	1
127820-253	Lacadena South	O - OPER	G - COMPOSITE	С	C4	50.844362	-108.396767	1:50,000	1
128188-1	Snipe Lake	O - OPER	G - COMPOSITE	С	C4	50.968566	-108.584444	1:50,000	1
128974-1	Cramersburg	O - OPER	G - COMPOSITE	С	C4	50.840296	-108.832251	1:50,000	1
127820-283	Lacadena South	O - OPER	G - COMPOSITE	С	C4	50.8383	-108.388335	1:50,000	1
135496-1	Cramersburg	O - OPER	G - COMPOSITE	С	C4	50.833721	-108.839273	1:50,000	1
128236-1	Snipe Lake	O - OPER	G - COMPOSITE	С	C4	50.960746	-108.788011	1:50,000	1
128223-1	Snipe Lake	O - OPER	G - COMPOSITE	С	C4	50.975713	-108.591525	1:50,000	1
128184-1	Snipe Lake	O - OPER	G - COMPOSITE	С	C4	50.975748	-108.586935	1:50,000	1
127820-88	Lacadena South	O - OPER	G - COMPOSITE	С	C4	50.865368	-108.232651	1:50,000	1
128215-1	Snipe Lake	O - OPER	G - COMPOSITE	С	C4	50.945293	-108.624131	1:50,000	1
127820-268	Lacadena South	O - OPER	G - COMPOSITE	С	C4	50.856088	-108.202408	1:50,000	1
128431-1	Lacadena North	O - OPER	G - COMPOSITE	С	C4	51.012572	-108.418614	1:50,000	1
128259-1	Snipe Lake	O - OPER	G - COMPOSITE	С	C4	50.976137	-108.702838	1:50,000	1
122425-1	Cramersburg	O - OPER	G - COMPOSITE	С	C4	50.844869	-108.848353	1:50,000	1
128184-1	Snipe Lake	O - OPER	G - COMPOSITE	С	C4	50.975765	-108.584968	1:50,000	1
128963-1	Cramersburg	O - OPER	G - COMPOSITE	С	C4	50.827072	-108.815357	1:50,000	1
127820-200	Lacadena South	O - OPER	G - COMPOSITE	С	C4	50.80334	-108.428788	1:50,000	1
128974-1	Cramersburg	O - OPER	G - COMPOSITE	С	C4	50.840373	-108.825756	1:50,000	1
127820-53	Lacadena South	O - OPER	P - POLYETH	С	C4	50.753774	-108.344868	1:50,000	1
127819-57	Shackleton	O - OPER	P - POLYETH	С	C4	50.777144	-108.486378	1:50,000	1
127819-191	Shackleton	O - OPER	P - POLYETH	С	C4	50.74968	-108.513648	1:50,000	1
127819-41	Shackleton	O - OPER	P - POLYETH	С	C4	50.752117	-108.519646	1:50,000	1
127819-200	Shackleton	O - OPER	P - POLYETH	С	C4	50.717191	-108.555965	1:50,000	1
127819-102	Shackleton	O - OPER	P - POLYETH	С	C4	50.782105	-108.496478	1:50,000	1
127819-191	Shackleton	O - OPER	P - POLYETH	С	C4	50.771144	-108.511765	1:50,000	1
127819-191	Shackleton	O - OPER	P - POLYETH	С	C4	50.77713	-108.515994	1:50,000	1
127820-11	Lacadena South	O - OPER	P - POLYETH	С	C4	50.908212	-108.235127	1:50,000	1
127820-59	Lacadena South	O - OPER	P - POLYETH	С	C4	50.766892	-108.363427	1:50,000	1
127819-81	Shackleton	O - OPER	P - POLYETH	С	C4	50.687044	-108.510365	1:50,000	1
127819-184	Shackleton	O - OPER	P - POLYETH	С	C4	50.702089	-108.517934	1:50,000	1
127820-92	Lacadena South	O - OPER	P - POLYETH	С	C4	50.78196	-108.357321	1:50,000	1
127820-133	Lacadena South	O - OPER	P - POLYETH	С	C4	50.795402	-108.367406	1:50,000	1
127819-147	Shackleton	O - OPER	P - POLYETH	С	C4	50.746095	-108.556287	1:50,000	1
127819-200	Shackleton	O - OPER	P - POLYETH	С	C4	50.727499	-108.569061	1:50,000	1
127820-78	Lacadena South	O - OPER	P - POLYETH	С	C4	50.854998	-108.406432	1:50,000	1
127819-186	Shackleton	0 - OPER	P - POLYETH	С	C4	50.704725	-108.555894	1:50,000	1



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127819-83	Shackleton	O - OPER	P - POLYETH	С	C4	50.755545	-108.614044	1:50,000	1
127820-92	Lacadena South	O - OPER	P - POLYETH	С	C4	50.773721	-108.348719	1:50,000	1
127819-54	Shackleton	O - OPER	P - POLYETH	С	C4	50.710012	-108.51798	1:50,000	1
127819-46	Shackleton	O - OPER	P - POLYETH	С	C4	50.780325	-108.511637	1:50,000	1
127819-65	Shackleton	O - OPER	P - POLYETH	С	C4	50.793395	-108.499645	1:50,000	1
127819-153	Shackleton	O - OPER	P - POLYETH	С	C4	50.716497	-108.50759	1:50,000	1
127820-134	Lacadena South	0 - OPER	P - POLYETH	С	C4	50.857283	-108.337773	1:50,000	1
127819-204	Shackleton	0 - OPER	P - POLYETH	С	C4	50.786686	-108.498636	1:50,000	1
127819-6	Shackleton	O - OPER	P - POLYETH	С	C4	50.723476	-108.522581	1:50,000	1
127819-33	Shackleton	0 - OPER	P - POLYETH	С	C4	50.704622	-108.491045	1:50,000	1
127819-153	Shackleton	O - OPER	P - POLYETH	С	C4	50.708683	-108.494398	1:50,000	1
127819-182	Shackleton	0 - OPER	P - POLYETH	С	C4	50.801815	-108.549333	1:50,000	1
127819-217	Shackleton	O - OPER	P - POLYETH	С	C4	50.746499	-108.601924	1:50,000	1
127819-200	Shackleton	O - OPER	P - POLYETH	С	C4	50.726193	-108.571981	1:50,000	1
127819-116	Shackleton	O - OPER	P - POLYETH	С	C4	50.745893	-108.556296	1:50,000	1
127820-288	Lacadena South	O - OPER	P - POLYETH	С	C4	50.847527	-108.395355	1:50,000	1
127820-78	Lacadena South	0 - OPER	P - POLYETH	С	C4	50.850182	-108.400585	1:50,000	1
127820-337	Lacadena South	O - OPER	P - POLYETH	С	C4	50.88406	-108.292942	1:50,000	1
127820-22	Lacadena South	0 - OPER	P - POLYETH	С	C4	50.804205	-108.397233	1:50,000	1
127819-48	Shackleton	O - OPER	P - POLYETH	С	C4	50.765265	-108.540477	1:50,000	1
127819-200	Shackleton	O - OPER	P - POLYETH	С	C4	50.729695	-108.558639	1:50,000	1
127819-200	Shackleton	O - OPER	P - POLYETH	С	C4	50.723918	-108.564925	1:50,000	1
127819-46	Shackleton	0 - OPER	P - POLYETH	С	C4	50.779504	-108.511552	1:50,000	1
127819-213	Shackleton	0 - OPER	P - POLYETH	С	C4	50.790069	-108.500691	1:50,000	1
127820-104	Lacadena South	O - OPER	P - POLYETH	С	C4	50.940328	-108.291391	1:50,000	1
127820-321	Lacadena South	O - OPER	P - POLYETH	С	C4	50.912481	-108.238336	1:50,000	1
127819-111	Shackleton	0 - OPER	P - POLYETH	С	C4	50.69738	-108.508403	1:50,000	1
127819-27	Shackleton	O - OPER	P - POLYETH	С	C4	50.712168	-108.513689	1:50,000	1
127820-190	Lacadena South	O - OPER	P - POLYETH	С	C4	50.797379	-108.416644	1:50,000	1
127819-133	Shackleton	O - OPER	P - POLYETH	С	C4	50.69481	-108.527942	1:50,000	1
127819-213	Shackleton	0 - OPER	P - POLYETH	С	C4	50.793145	-108.505382	1:50,000	1
127819-116	Shackleton	0 - OPER	P - POLYETH	С	C4	50.745551	-108.551816	1:50,000	1
127819-153	Shackleton	O - OPER	P - POLYETH	С	C4	50.710292	-108.499001	1:50,000	1
127819-119	Shackleton	O - OPER	P - POLYETH	С	C4	50.739327	-108.551642	1:50,000	1
127819-48	Shackleton	O - OPER	P - POLYETH	С	C4	50.762088	-108.536667	1:50,000	1
127820-78	Lacadena South	O - OPER	P - POLYETH	С	C4	50.859617	-108.413029	1:50,000	1
127819-116	Shackleton	O - OPER	P - POLYETH	С	C4	50.745588	-108.546338	1:50,000	1
127819-217	Shackleton	0 - OPER	P - POLYETH	С	C4	50.746567	-108.601189	1:50,000	1
127819-40	Shackleton	0 - OPER	P - POLYETH	С	C4	50.685614	-108.536031	1:50,000	1



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127819-171	Shackleton	O - OPER	P - POLYETH	С	C4	50.717319	-108.52785	1:50,000	1
127820-123	Lacadena South	O - OPER	P - POLYETH	С	C4	50.856648	-108.40747	1:50,000	1
127819-143	Shackleton	O - OPER	P - POLYETH	С	C4	50.779626	-108.457733	1:50,000	1
127819-153	Shackleton	O - OPER	P - POLYETH	С	C4	50.709942	-108.496494	1:50,000	1
127819-96	Shackleton	O - OPER	P - POLYETH	С	C4	50.789982	-108.528041	1:50,000	1
127819-200	Shackleton	O - OPER	P - POLYETH	С	C4	50.706352	-108.553281	1:50,000	1
127820-187	Lacadena South	O - OPER	P - POLYETH	С	C4	50.788108	-108.386798	1:50,000	1
127819-33	Shackleton	O - OPER	P - POLYETH	С	C4	50.702626	-108.4894	1:50,000	1
127819-147	Shackleton	O - OPER	P - POLYETH	С	C4	50.745725	-108.551939	1:50,000	1
127819-27	Shackleton	O - OPER	P - POLYETH	С	C4	50.73456	-108.51232	1:50,000	1
127820-263	Lacadena South	O - OPER	P - POLYETH	С	C4	50.891601	-108.23194	1:50,000	1
127819-191	Shackleton	0 - OPER	P - POLYETH	С	C4	50.786461	-108.563277	1:50,000	1
127819-143	Shackleton	0 - OPER	P - POLYETH	С	C4	50.776858	-108.462063	1:50,000	1
127819-48	Shackleton	0 - OPER	P - POLYETH	С	C4	50.768093	-108.546259	1:50,000	1
127820-78	Lacadena South	O - OPER	P - POLYETH	С	C4	50.859084	-108.412307	1:50,000	1
127820-142	Lacadena South	0 - OPER	P - POLYETH	С	C4	50.889566	-108.232854	1:50,000	1
127819-102	Shackleton	O - OPER	P - POLYETH	С	C4	50.782147	-108.496347	1:50,000	1
127819-155	Shackleton	O - OPER	P - POLYETH	С	C4	50.775343	-108.514664	1:50,000	1
127819-143	Shackleton	O - OPER	P - POLYETH	С	C4	50.775467	-108.486944	1:50,000	1
127819-55	Shackleton	O - OPER	P - POLYETH	С	C4	50.783164	-108.556198	1:50,000	1
127819-186	Shackleton	O - OPER	P - POLYETH	С	C4	50.706446	-108.555875	1:50,000	1
127820-58	Lacadena South	0 - OPER	P - POLYETH	С	C4	50.84251	-108.397841	1:50,000	1
127819-72	Shackleton	0 - OPER	P - POLYETH	С	C4	50.696598	-108.51729	1:50,000	1
127819-46	Shackleton	0 - OPER	P - POLYETH	С	C4	50.779746	-108.511577	1:50,000	1
127819-147	Shackleton	O - OPER	P - POLYETH	С	C4	50.745727	-108.546359	1:50,000	1
127819-75	Shackleton	O - OPER	P - POLYETH	С	C4	50.75372	-108.606577	1:50,000	1
127819-65	Shackleton	0 - OPER	P - POLYETH	С	C4	50.793397	-108.505051	1:50,000	1
127819-69	Shackleton	0 - OPER	P - POLYETH	С	C4	50.739339	-108.60214	1:50,000	1
127820-44	Lacadena South	0 - OPER	P - POLYETH	С	C4	50.788473	-108.345622	1:50,000	1
127822-28	Lacadena South	O - OPER	P - POLYETH	С	C4	50.956358	-108.233279	1:50,000	1
127820-362	Lacadena South	0 - OPER	P - POLYETH	С	C4	50.759261	-108.338083	1:50,000	1
127819-161	Shackleton	O - OPER	P - POLYETH	С	C4	50.694964	-108.480973	1:50,000	1
127819-76	Shackleton	O - OPER	P - POLYETH	С	C4	50.73209	-108.543036	1:50,000	1
127820-131	Lacadena South	O - OPER	P - POLYETH	С	C4	50.7927	-108.399014	1:50,000	1
127819-85	Shackleton	O - OPER	P - POLYETH	С	C4	50.792035	-108.534389	1:50,000	1
127819-38	Shackleton	O - OPER	P - POLYETH	С	C4	50.78106	-108.549619	1:50,000	1
127820-178	Lacadena South	O - OPER	P - POLYETH	С	C4	50.915972	-108.280003	1:50,000	1
127822-53	Lacadena South	O - OPER	P - POLYETH	С	C4	50.933434	-108.085528	1:50,000	1
127819-95	Shackleton	O - OPER	P - POLYETH	С	C4	50.776627	-108.488758	1:50,000	1



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127822-33	Lacadena South	0 - OPER	P - POLYETH	С	C4	50.930078	-108.227289	1:50,000	1
127820-324	Lacadena South	0 - OPER	P - POLYETH	С	C4	50.933327	-108.298637	1:50,000	1
127820-212	Lacadena South	0 - OPER	P - POLYETH	С	C4	50.916226	-108.232099	1:50,000	1
127819-76	Shackleton	0 - OPER	P - POLYETH	С	C4	50.735008	-108.539959	1:50,000	1
127820-212	Lacadena South	0 - OPER	P - POLYETH	С	C4	50.91655	-108.231845	1:50,000	1
127819-152	Shackleton	0 - OPER	P - POLYETH	С	C4	50.791933	-108.531218	1:50,000	1
127819-156	Shackleton	O - OPER	P - POLYETH	С	C4	50.769782	-108.510413	1:50,000	1
127819-72	Shackleton	O - OPER	P - POLYETH	С	C4	50.69348	-108.525611	1:50,000	1
127821-2	Shackleton	D - DCNT	G - COMPOSITE	Е	E6	50.77941	-108.511604	1:50,000	1
127821-2	Shackleton	D - DCNT	G - COMPOSITE	Е	E6	50.771034	-108.511576	1:50,000	1
127821-2	Shackleton	D - DCNT	G - COMPOSITE	Е	E6	50.780219	-108.511689	1:50,000	1
127821-2	Shackleton	D - DCNT	G - COMPOSITE	Е	E6	50.749634	-108.513431	1:50,000	1
127821-2	Shackleton	D - DCNT	G - COMPOSITE	Е	E6	50.779892	-108.511655	1:50,000	1
127820-365	Lacadena South	D - DCNT	P - POLYETH	E	E6	50.855993	-108.202564	1:50,000	1
127820-284	Lacadena South	A - ABND	P - POLYETH	Е	E6	50.86541	-108.232858	1:50,000	1
178880-1	Shackleton	A - ABND	S - STEEL	F	F2	50.797632	-108.648476	1:1,000,000	4
126973-2	Shackleton	A - ABND	P - POLYETH	F	F4	50.789112	-108.368138	1:250,000	3
126973-8	Shackleton	A - ABND	P - POLYETH	F	F4	50.763106	-108.356518	1:250,000	2
126973-6	Shackleton	A - ABND	P - POLYETH	F	F4	50.763099	-108.356523	1:250,000	2
128067-1	Shackleton	A - ABND	S - STEEL	F	F6	50.778814	-108.660214	1:50,000	1
126973-5	Shackleton	A - ABND	P - POLYETH	F	F6	50.762056	-108.348598	1:50,000	1
126973-5	Shackleton	A - ABND	P - POLYETH	F	F6	50.765109	-108.34858	1:50,000	1
126973-2	Shackleton	A - ABND	P - POLYETH	F	F6	50.781872	-108.35748	1:50,000	1
126973-5	Shackleton	A - ABND	P - POLYETH	F	F6	50.767153	-108.348454	1:50,000	1
126973-2	Shackleton	A - ABND	P - POLYETH	F	F6	50.773731	-108.348969	1:50,000	1
126973-8	Shackleton	A - ABND	P - POLYETH	F	F6	50.761486	-108.350241	-108.350241 1:50,000	
126973-6	Shackleton	A - ABND	P - POLYETH	F	F6	50.759869	-108.354694	1:50,000	1
126973-16	Shackleton	A - ABND	P - POLYETH	F	F6	50.759503	-108.349162	1:50,000	1



Client Company:

Abbey Resources Corp.

Client Field Name:

All pipeline fields/systems

Date:

2021-12-03

Disclaimer

Explore Inc. (Explore) warrants that all services provided in connection with this document have been carried out with a reasonable standard of care and skill consistent with applicable industry standards and codes, and is not a guarantee or warranty, either expressed or implied. In carrying out this work Explore has used information provided by the client, or its representatives, and has relied upon the client for the accuracy and completeness of that information.

The conclusions provided in this report are for the sole use and benefit of the client. No information or representations contained herein are for the use or benefit of any party other than the party contracting with Explore. The scope of use of the information presented herein is limited to the facts as presented and examined, as outlined within the body of this document. No additional facts or circumstances in existence but not described or considered within the report may change the outcomes and representations made in this report.

Despite any recommendations made herein the client, and/or the owner-operator, shall at all times remain fully responsible for all engineering, repair, modification and use decisions, including without limitation, decisions such as what to install, inspect or repair, the frequency of inspections or repairs, the techniques or methods to be used and the procedures, codes and acceptance criteria to be followed.

Explore does not assume any liability or responsibility for losses or damages, such as personal injuries and property damage, except and only to the extent directly caused by the willful or negligent misconduct of Explore in the course of performing the requested services. In no event shall Explore's aggregate liability for any reason, in connection with any claim asserted, exceed the amount paid for the services in question.

THIS IS EXHIBIT "N" referred to in the Affidavit of Jim Gettis SWORN BEFORE ME this 21st day of January, 2022.

A COMMISSIONER FOR OATHS in and

for the Province of Alberta.



January 2022 to December 2022 - Base Budget

Research & Development SWOT Tools installation 15 (40,000) -																2022
Section Control Cont		DESCRIPTION	NOTES	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Section Control Cont																i !
Section Control Cont				31	28	31	30	31	30	31	31	30	31	30	31	365
Part	Gas (GJ) - Total	Gas Sales Volume in total GJ														
Profession Pro	* *		1	. ,	,	. ,		,	,	,	,	,	,			
Part			2		,	.,	.,	.,		,						., .
Page																
Ne Normating Revenue Net Revenue Net Revenue Net Revenue Net Revision Sparling Revenue Net Revision Sparling Revenue Net Revision Sparling Revision Net Revenue Net Revision Net Revenue Net Revision Sparling Revision Net Revenue Net Revision Sparling Revision Net Revenue Net Revision	Revenues	Gas Sales Revenue		\$987,660	\$1,031,654	\$1,167,398	\$1,055,957	\$1,097,400	\$1,099,928	\$1,251,664	\$1,213,526	\$1,195,770	\$1,279,835	\$1,312,725	\$1,383,096	\$14,076,613
Product Sprower Product Sp	Royalties	Crown, Freehold and GORR Royalties (7.301% of Gas Revenue)		(72,109)	(75,321)	(85,232)	(77,095)	(80,121)	(80,306)	(91,384)	(88,600)	(87,303)	(93,441)	(95,842)	(100,980)	(1,027,734)
Transportion and Markenfortion Production Condition Markenfortion (1970) Markenfortis	Net Operating Revenue	Net Revenue		915,551	956,333	1,082,166	978,862	1,017,279	1,019,622	1,160,280	1,124,926	1,108,467	1,186,394	1,216,883	1,282,116	13,048,879
Commonities From the File Supples Power Weet Trotophy, Water Trotophy, Water Disposed and Young Trotophy 4 (2,13) (2,23) (2,13) <td>Operating Expense</td> <td></td> <td>i I</td>	Operating Expense															i I
Contractor Contracto	Transportation and Marketing Costs	TransGas Fees (11,530 GJ/day reducing to 9030 GJ/day at \$0.21/GJ, starting April 1, 2022		(75,060)	(67,796)	(75,060)	(62,289)	(66,303)	(66,039)	(75,990)	(77,928)	(75,414)	(77,928)	(75,414)	(74,053)	(869,274)
Contract Costs	Production Costs	Fuel, Rentals, Supplies, Power, Water Trucking, Waste Disposal and Vacuum Truck	3	(65,333)	(62,282)	(50,448)	(90,253)	(52,080)	(116,190)	(89,632)	(68,486)	(91,374)	(77,009)	(77,009)	(91,374)	(931,471)
Sakatchewan Ceptor Sakatch	Chemicals & Treatments	Propane, Methanol, Lubricants and Chemical Treatments	4	(21,676)	(12,920)	(20,491)	(31,544)	(11,863)	(36,597)	(41,062)	(27,117)	(39,050)	(81,143)	(41,062)	(36,597)	(401,122)
Martine Repairs Martine Re	Contractor Costs	Contractor Operators, Labour, Communications, Health & Safety and Vehicle	5	(120,063)	(137,465)	(131,179)	(134,104)	(137,877)	(124,622)	(108,471)	(105,634)	(121,980)	(131,928)	(121,980)	(131,928)	(1,507,229)
Ober 1 Good Use Fees, Insurance, PST and Carbon Tax 6 21,78 23,385 24,971 26,978 20,381 20,278 20,281 20,281 20,280 20,280 20,378 20,281 20,283 20,280 20,380 20,280 20,380 20,380 20,380 20,380 20,380 20,380 20,380 20,380 20,380 20,380 20,380 20,380 20,380 20,380 20,380 20,380 20,380 10,080 10,000 <th< td=""><td>Saskatchewan Overhead</td><td>Saskatchewan Employee Costs - 5 Individuals</td><td></td><td>(41,190)</td><td>(41,190)</td><td>(41,190)</td><td>(41,190)</td><td>(41,190)</td><td>(41,190)</td><td>(41,190)</td><td>(41,190)</td><td>(41,190)</td><td>(41,190)</td><td>(41,190)</td><td>(41,190)</td><td>(494,280)</td></th<>	Saskatchewan Overhead	Saskatchewan Employee Costs - 5 Individuals		(41,190)	(41,190)	(41,190)	(41,190)	(41,190)	(41,190)	(41,190)	(41,190)	(41,190)	(41,190)	(41,190)	(41,190)	(494,280)
1.00 1.00	Maintenance & Repairs	Road & Lease, Well Workovers, Facility, and Vehicle Maintenance		(45,887)	(77,893)	(51,053)	(35,379)	(46,146)	(32,393)	(40,411)	(29,440)	(29,312)	(26,144)	(26,144)	(29,312)	(469,515)
Lease Retails - Surface Crown & Freehold Lease Rentails ead Carry the Kettlie Surface Su	Other	Road Use Fees, Insurance, PST and Carbon Tax	6	(21,782)	(23,315)	(23,392)	(24,971)	(28,295)	(23,179)	(47,717)	(20,936)	(29,381)	(20,227)	(20,227)	(29,381)	(312,804)
Property Tax Municipallities and Carry the Keiller Seguilatory Fees 100,000	Lease Rentals - Mineral	Mineral Lease Rentals	7	(31,582)	-	(2,500)	(290,918)	-	-	-	-	-	-	-	-	(325,000)
Table Tabl	Lease Rentals - Surface	Crown & Freehold Lease Rentals	8	(287,052)	(181,579)	(138,058)	(121,056)	(159,713)	(154,848)	(154,551)	(199,146)	(241,091)	(192,159)	(140,668)	(130,079)	(2,100,000)
Administration Levy	Property Tax	Municipalities and Carry the Kettle	9	(100,000)	(100,000)	(100,000)	(100,000)	(100,000)	(100,000)	(100,000)	(100,000)	(100,000)	(100,000)	(100,000)	(185,000)	(1,285,000)
Combination	Regulatory Fees	Taxes, License and Regulatory Fees	10	-	(360)	(450)	(10,793)	-	-	-	-	-	-	-	-	(11,603)
Contingency	Administration Levy	Saskatchewan Administration Well Levy	11	(11,441)	(11,441)	(11,441)	(11,441)	(11,441)	(11,441)	(11,441)	(11,441)	(11,441)	(11,441)	(11,441)	(11,441)	(137,292)
Total Operating Expense	Orphan Levy	Saskatchewan Orphan Well Levy	12	(6,717)	(6,717)	(6,717)	(6,717)	(6,717)	(6,717)	(6,717)	(6,717)	(6,717)	(6,717)	(6,717)	(6,717)	(80,606)
Field Level Operating Income Facility Upgrade White Bear 13 Gas Pipeline Repairs 14 Gas Pipeline Repairs 14 Gas Pipeline Repairs 15 Short Tod Sinistallation 15 Short Tod	Contingency	Operating cost contingency		(25,000)	(25,000)	(25,000)	(25,000)	(25,000)	(25,000)	(25,000)	(25,000)	(25,000)	(25,000)	(25,000)	(25,000)	(300,000)
Facility lugrade White Bear Faci	Total Operating Expense			(852,783)	(747,957)	(676,980)	(985,656)	(686,625)	(738,216)	(742,182)	(713,035)	(811,950)	(790,886)	(686,851)	(792,073)	-9,225,195
Populine & Gathering Systems 14	Field Level Operating Income			62,768	208,376	405,186	(6,794)	330,654	281,406	418,098	411,891	296,517	395,508	530,032	490,043	3,823,684
Research & Development SWOT Tools Installation 15 - - - - - - - - -	Tie White Bear into water disposal at Lacadena South	Facility Upgrade White Bear	13						(175,000)							(175,000)
Abadonement	Pipeline & Gathering Systems	Gas Pipeline Repairs	14	-	-	-	-	-	(140,000)	(140,000)	(140,000)	(140,000)	(120,000)	-	-	(680,000)
Total Field Level Income 62,768 208,376 365,186 (6,794) 208,254 (155,994) 155,698 149,491 34,117 153,108 407,632 490,43 2,071,884 Calgary Consultant Costs - 6 individuals 17 (48,433)	Research & Development	SWOT Tools installation	15	-		(40,000)	-	-		-	-	-	-	-	-	(40,000)
Calgary Consultant Costs - 6 Individuals 17 (48,43) (4	Abandonment	Abandon wells	16		-	-	-	(122,400)	(122,400)	(122,400)	(122,400)	(122,400)	(122,400)	(122,400)	-	(856,800)
Office Costs Rent, Postage, Supplies, Telephone, Insurance, PST, Interest and Penalties 18 (4,000) (4,000	Total Field Level Income			62,768	208,376	365,186	(6,794)	208,254	(155,994)	155,698	149,491	34,117	153,108	407,632	490,043	2,071,884
Computer Software Land, AFE and Accounting Software 14 4(190) (4,190)	Calgary Overhead	Calgary Consultant Costs - 6 Individuals	17	(48,433)	(48,433)	(48,433)	(48,433)	(48,433)	(48,433)	(48,433)	(48,433)	(48,433)	(48,433)	(48,433)	(48,433)	(581,196)
Contingency General and administration contingency (2,500)	Office Costs	Rent, Postage, Supplies, Telephone, Insurance, PST, Interest and Penalties	18	(4,000)	(4,000)	(4,000)	(4,000)	(4,000)	(4,000)	(4,000)	(4,000)	(4,000)	(4,000)	(4,000)	(4,000)	(48,000)
Corporate Income before CCCA and Legal Fees 3,645 149,233 306,081 (85,917) 149,131 (215,117) 96,575 90,388 (25,006) 93,985 349,509 430,920 1,362,408 CCAA and Legal Fees CCAA Fees for Monitor and Legal Representation 20 (20,000) (120,000) <td>Computer Software</td> <td>Land, AFE and Accounting Software</td> <td>19</td> <td>(4,190)</td> <td>(50,280)</td>	Computer Software	Land, AFE and Accounting Software	19	(4,190)	(4,190)	(4,190)	(4,190)	(4,190)	(4,190)	(4,190)	(4,190)	(4,190)	(4,190)	(4,190)	(4,190)	(50,280)
CCAA fees for Monitor and Legal Representation 20 (200,000) (120,000)	Contingency	General and administration contingency		(2,500)	(2,500)	(2,500)	(2,500)	(2,500)	(2,500)	(2,500)	(2,500)	(2,500)	(2,500)	(2,500)	(2,500)	(30,000)
Corporate Income (196,355) 29,253 186,063 (185,917) 29,131 (335,117) (22,425) 30,368 (85,006) 33,985 288,509 370,920 142,408 Opening Cash 1,243,756 1,047,400 1,076,803 1,105,930 770,813 747,388 777,755 692,750 726,735 1,015,244 1,243,756	Corporate Income before CCCA and Legal Fees			3,645	149,253	306,063	(65,917)	149,131	(215,117)	96,575	90,368	(25,006)	93,985	348,509	430,920	1,362,408
Opening Cash 1,243,756 1,047,400 1,076,653 1,282,716 1,076,800 1,105,930 770,813 747,388 777,755 692,750 726,735 1,015,244 1,243,756	CCAA and Legal Fees	CCAA Fees for Monitor and Legal Representation	20	(200,000)	(120,000)	(120,000)	(120,000)	(120,000)	(120,000)	(120,000)	(60,000)	(60,000)	(60,000)	(60,000)	(60,000)	(1,220,000)
	Corporate Income			(196,355)	29,253	186,063	(185,917)	29,131	(335,117)	(23,425)	30,368	(85,006)	33,985	288,509	370,920	142,408
	Opening Cash			1,243,756	1,047,400	1,076,653	1,262,716	1,076,800	1,105,930	770,813	747,388	777,755	692,750	726,735	1,015,244	1,243,756
									1							

Notes

- 1 Monthly Volumes are based on 10% natural decline from the prior year and include reduced volumes during winter months of January to March.
 - Production forecast included an increase of 1,000 gj/day from White Bear on July 1st,2022.
 - Cramersburg/Shackleton base production is estimated to increase by 100gj/day commencing May 1st as pipe liners are installed and become operational.
 - Each month there after, June, July, Aug, September, October, production from Cramersburg/Shackleton will increase by 100 gj/day. At Nov 1, total incremental production will be 600 gj/day.
 - The production forecast adds 100 gj/day each month commencing May 1 and accumulates to the previous monthly volume as pipelines are put back into service
 - The production forecast does not take into account increased production from 2 SWOT tool installations . Estimate is 40 gj/well for a total of 80 gj/day
- 2 Gas Alberta Natural Gas Strip Pricing fluctuates daily. Abbey gets paid on AECO 5A +\$.10/gj daily price as per the Gas Contract with Twin Eagle effective Nov 1,2021
 - Gas Price estimates in this forecast have been updated to January 12, 2022 using the strip price file provided by Phoenix Marketing.
- 3 Fuel cost increase by 20% due to increase in price of oil. Power cost increase by 10% compared to 2021 actuals
 - Compared to 2021 actuals company has budgeted no increase in third party rentals and supplies. The need for third party services has decreased due to company owned equipment Third party water trucking will stay the same as 2021. The company owned vacuum truck will take care of volumes usually hauled by third parties.
- 4 Chemicals and treatments costs increased by 10%.
- 5 Contractor costs for 2021 were \$1,503,768, the budget for 2022 is \$1,507,229. No increase is budgeted for 2022
- 6 Property Insurance and business interruption rate is fixed until August 2022 (\$11,750 per month).
 - PST and Carbon Tax increased by 10% from prior year. No increase to Road Fees expected.
- 7 Surrender 959 Crown Mineral leases in January 2022. This will reduce 2022 Mineral lease rental payments by 959/2350 (41%), from \$554,000/year to \$325,000/year
 - Annual Crown Mineral Lease rentals of \$3.50/ha will be reduced in direct proportion to the 959 wells that are currently suspended.
- The Budget uses the Surface Lease Continuity Schedule to calculate rental reductions from \$5.4 mm/year to \$2.1mm/year, assuming all accept an amended lease based on area of use.
 - The Company has 2,350 wells, 1,391 are active wells and 959 wells are not producing. The plan is to abandon the 959 over a 4 year period(240 wells/year).
 - All 959 wells will be disclaimed, owners will have an option to enter into an amended lease for these inactive wells, to compensate owners as the wells are abandoned each year.
 - The Company has 490 amended leases out of the 1,391 active well leases or 35% of the active well group.
 - It is the Company's intention to disclaim the remaining 65% of active well leases and provide lease holders with an option to amend leases.
 - The Company plans to disclaim, unamended leases before Feb 28,2022. The 2022 Budget of \$2.1 mm, includes per diem rentals for January and February
 - The per diems for Jan and Feb will included unamended leases for two months, based on the original lease rental rates,
 - for the remaining 10 months the budget for 2022 assumes rentals are based on an amended lease, similar to the other amended leases entered into pre and post CCCA.
 - The leases surrendered at Nov 30,2021 are included in the 2022 budget at the amended lease rate for the year
- 9 Property tax payments for 2022 of \$100,000 per month (\$1,200,000) are paid prorata to each RM commencing January 2022 based on 2021 tax levy amount.
 - The payment includes RM property tax and education tax. RM tax and education tax are split 50/50 approximately. RM is responsible for education tax payments.
 - The 2022 Budget include \$85,000 in property tax payable to CTK, First Nations at Dec 31,2022.
- 10 Assumes MER will not increase Regulatory fees in 2022
- 11 The Saskatchewan Administration Well Levy is estimated to be reduced by the surrendering of 959 wells. The 959 wells account for 41% (959 / 2350) of the total wells.
- 12 The Saskatchewan Orphan Well Levy is estimated to be reduced by the surrendering of 959 wells. The 959 wells account for 41% (959 / 2350) of the total wells.
- 13 Tie White Bears water disposal tank into Lacadena South water injector by installing 4 km of pipeline in June.
 - This will eliminate water trucking costs, which has a significant impact on profitability at White Bear. With the new line production can be optimized and support incremental production of 1,000 gi/day from White Bear. This volume is included as incremental production to the base forecast in July, 2022.
 - and support incremental production of 1,000 g/day from white bear. This volume is included as incremental production to the base forecast in July, 2022
 - White Bear is currently shut in waiting on capital for a water disposal system.
- Pipeline Repairs of \$680,000 are budgeted for 2022. These funds will be used to install 68,000 m of loose fit liners, which is 73% of the Very High Risk lines at Cramersburg and Shackleton Shackleton has 53,000 m and Cramersburg has 40,000 m of very high risk pipelines for a grand total of 93,000 m
 - Capital of \$680,000 will install 68,000 m to repair 73% of the very high risk lines. Company is evaluating options to repair or abandon the remaining 25,000 m 27% of the pipelines
- 15 Install 2 SWOT tools. Timing for the install has been moved to March to accommodate building 2 umbilical cables in Calgary
 - SWOT has the ability to increase production from the current 10,250 gj/day to 40,000 gj/day from 1,000 wells over the next 10 years.
 - A SWOT unit costs \$40,000 to purchase and install, 1,000 units would cost \$40,000,000.
 - Once the tool has been proven to be reliable and effective in 2022, a \$4,000,000 financing plan will be put together to install 100 units in 2023.
- 16 Spend \$857,000 to abandon 238 wells in 2022. The budget allows for downhole abandonment at \$3,600/well, only. Cut and Cap of \$1,800 per well will be done in 2023.
 - Once a well is cut and capped the amended surface lease rental will drop from an average of \$800/ well to \$250/well.
 - The surface lease rental savings of \$550/well for 238 wells would be \$130,900 in the 2023 budget.
 - This will reduce RM taxes and Government levies for 2023 onward. Budget estimates 34 wells per month for 7 months starting May 2022 ending Nov 30,2022
- 17 Calgary office has 6 Individuals to manage Business including Engineering, Accounting, Production Accounting and Land Disciplines. No staff additions or salary increases for 2022.
- 18 Office costs include Rent, Postage, Supplies, Telephone, Insurance, PST, and interest, based on 2021 actual costs. No increase in 2022 expected.
- 19 Computer software for Land, AFE and Accounting is expected to be the same as 2021.
- 20 CCAA fees are scheduled to be reduced, based on a CCAA Sanction Order being granted by the end of August 2022.

disbursed. Revenue is received the 25th of the month following the production month and expenses are paid on approximately 30 to 45 days from receipt of invoice.

THIS IS EXHIBIT "O" referred to in the Affidavit of Jim Gettis SWORN BEFORE ME this 21st day of January, 2022.

A COMMISSIONER FOR OATHS in and for the Province of Alberta.

		Base Budget - Strip Price \$4.26	l	Base Budget - Strip Price \$3.76		Base Budget Reduced by CTK	Base Budget - Strip Price \$3.76 ,NO SLR Reduction
	DESCRIPTION	2022		2022		2022	2022
	DESCRIPTION		i				
			1				
		365	l	365		365	365
Gas (GJ) - Total	Gas Sales Volume in total GJ	3,436,474	l	3,742,559		3,485,750	3,742,559
Gas (GJ) - Per Day	Gas Sales Volume in total GJ per day	9,415	l	10,254		9,550	10,254
Average Realized Price (\$/GJ)	Gas Sales Price per GJ - Gas Alberta Strip Price Forecast dated December 14, 2021	\$ 4.26	l	\$ 3.76		\$ 3.77	\$ 3.76
_			1				
Revenues Royalties	Gas Sales Revenue	\$14,639,228 (906,218)	l	\$14,077,000 (1,028,000)	l	\$13,142,000 (960,000)	\$14,077,000 (1,028,000)
Royalties Net Operating Revenue	Crown, Freehold and GORR Royalties (7% of Gas Revenue) Net Revenue	13,733,010	ł	(1,028,000)	ł	12,182,000	13.049.000
Operating Expense	THE EXPOSITION	13,733,010	I	13,049,000	l	12, 102,000	13,045,000
Transportation and Marketing Costs	TransGas Fees deducted from Gas Purchaser (11,530 GJ at \$0.26/GJ, 9030 GJ at \$0.26/GJ, starting April 1, 2022, excess GJ at \$.28/GJ) (No Marketing Fee this year)	(893,474)	1	(870,000)		(870,000)	(870,000)
Production Costs	Fuel, Rentals, Supplies, Power, Water Trucking, Waste Disposal and Vaccum Truck	(846,935)	l	(932,000)		(870,000)	(932,000)
Chemicals & Treatments	Propane, Methanol, Lubricants and Chemical Treatments	(311,549)	l	(402,000)		(384,000)	(402,000)
Contractor Costs	Contractor Operators, Labour, Communications, Health & Safety and Vehicle	(1,523,852)		(1,508,000)		(1,230,000)	(1,508,000)
Saskatchewan Overhead	Saskatchewan Employee Costs - 5 Individuals	- 1		(495,000)		(495,000)	(495,000)
Maintenance & Repairs	Road & Lease, Well Workovers, Facility, and Vehicle Maintenance	(584,280)		(470,000)		(318,000)	(470,000)
Other	Road Use Fees, Insurance, PST and Carbon Tax	(312,925)		(313,000)		(283,000)	(313,000)
Lease Rentals - Mineral	Mineral Lease Rentals	(415,500)	_	(325,000)	_	(325,000)	(325,000)
Lease Rentals - Surface	Crown & Freehold Lease Rentals	(2,100,000)	l	(2,100,000)		(2,100,000)	(3,719,000)
Property Tax	Municipalities	(1,285,500)	l	(1,285,000)		(1,200,000)	(1,285,000)
Regulatory Fees	Taxes, License and Regulatory Fees	(13,924)	l	(12,000)		(12,000)	(12,000)
Administration Levy	Saskatchewan Administration Well Levy	(168,750)	l	(138,000)		(138,000)	(138,000)
Orphan Levy	Saskatchewan Orphan Well Levy	(67,500)	l	(81,000)		(81,000)	(81,000)
Contingency Total Operating Expense	Operating cost contingency	-8.524.189	ł	(300,000)		(300,000)	(300,000)
Field Level Operating Income		5,208,821		3,818,000		3,576,000	2,199,000
White Bear Upgrade	Tie White Bear into water disposal at Lacadena South	3,200,021	l .	(175.000)		(175,000)	(175,000)
Pipeline & Gathering Systems	The Write Deal into Water disposal at Edicateria Court			(680,000)		(680,000)	(680,000)
Research & Development	SWOT Tools installation			(40,000)		(40,000)	(40,000)
Abandonment	Abandon wells			(856,800)		(857,000)	(856,800)
Total Field Level Income				2,066,200		1,824,000	447,200
Calgary Overhead	Calgary Consultant Costs - 6 Individuals			(582,000)		(582,000)	(582,000)
Office Costs	Rent, Postage, Supplies, Telephone, Insurance, PST, Interest and Penalties			(48,000)		(48,000)	(48,000)
Computer Software	Land, AFE and Accounting Software			(51,000)		(51,000)	(51,000)
Contingency	General and administration contingency			(30,000)		(30,000)	(30,000)
Corporate Income before CCCA and Legal Fees				1,355,200		1,113,000	(263,800)
	CCAA Fees for Monitor and Legal Representation			(1,220,000)		(1,220,000)	(1,220,000)
Corporate Income (rounded) Rounding Variance				135,200 7,207		(107,000) 5,914	(1,483,800) 7,207
Corporate Income (not rounded)				142.407		(101,086)	(1,476,593)
Opening Cash				1.243.756		1,243,756	1,243,756
Closing Cash				1,386,163	1	1,142,670	(232,837)
				.,,100		.,,510	(,)