

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

THE HONOURABLE) WEDNESDAY, THE 14th
JUSTICE GILMORE) DAY OF JULY, 2021
)

**IN THE MATTER OF THE *COMPANIES' CREDITORS
ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED**

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF CLEARBEACH RESOURCES INC. AND FORBES RESOURCES
CORP.**

Applicants

APPROVAL AND VESTING ORDER

THIS MOTION, made by Clearbeach Resources Inc. ("**Clearbeach**") and Forbes Resources Corp. ("**Forbes**" and together with Clearbeach, the "**Applicants**" and each an "**Applicant**") pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**"), for an order, among other things: (i) approving the transactions (the "**Transactions**") contemplated by the Share Purchase Agreement (the "**SPA**") between Clearbeach and Oil Patch Services Inc. (the "**Purchaser**"), a substantially final copy of which is attached as Exhibit "A" to the affidavit of Jane Lowrie sworn June 21, 2021 (the "**Lowrie Affidavit**"); (ii) adding 2849536 Ontario Inc. ("**ResidualCo**") as an Applicant to these CCAA proceedings (the "**CCAA Proceedings**"); (iii) transferring and vesting all of Clearbeach's right, title and interest in and to the Excluded Assets (as defined in the SPA) in ResidualCo; (iv) releasing and discharging Clearbeach from and in respect of, and transferring and vesting all of the Excluded Contracts and Excluded Liabilities (each as defined in the SPA) in and to ResidualCo; (v) cancelling and extinguishing all equity interests in Clearbeach other than the issued and

outstanding common shares thereof; (vi) authorizing and directing Clearbeach to issue the New Common Shares (as defined in the SPA), and vesting in the Purchaser all right, title and interest in and to the New Common Shares; (vii) effecting the Consolidation and Cancellation (as defined in the SPA); (viii) authorizing and directing MNP Ltd. (“**MNP**”) to file an assignment in bankruptcy for and on behalf of ResidualCo and Forbes; (ix) concluding the CCAA Proceedings and discharging and releasing the Monitor in respect of Clearbeach and ResidualCo at the CCAA Termination Time and in respect of Forbes at the Forbes Termination Time (each as defined below); (x) approving the fees and activities of the Monitor and its counsel; and (xi) granting certain related relief, was heard this day via video conference as a result of the COVID-19 pandemic.

ON READING the Notice of Motion, the Lowrie Affidavit and the exhibits thereto, the Second Report of MNP, in its capacity as the Court-appointed monitor of the Applicants under the CCAA (in such capacity, the “**Monitor**”), dated July 9, 2021 (the “**Second Report**”) and the appendices thereto, and on hearing the submissions of counsel to the Applicants, the Monitor, and such other counsel appearing on the counsel slip, no one appearing for any other party although duly served as appears from the affidavit of service of Joshua Foster sworn June 22, 2021:

SERVICE

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion, the Motion Record and the Second Report is hereby abridged and validated such that this Motion is properly returnable today and hereby dispenses with further service thereof.

DEFINITIONS

2. **THIS COURT ORDERS** that all capitalized terms used in this Order and not otherwise defined herein shall have the meanings ascribed to them in the SPA or the Initial Order of this Court in the CCAA Proceedings dated May 20, 2021 (as amended and restated, the “**Initial Order**”), as applicable.

APPROVAL AND VESTING

3. **THIS COURT ORDERS AND DECLARES** that the SPA and the Transactions be and are hereby approved, including for greater certainty the issuance of the New Common Shares to the Purchaser as fully paid and non-assessable shares, and the execution of the SPA by Clearbeach is hereby authorized and approved, with such minor amendments as the parties thereto may deem necessary, with the approval of the Monitor. Clearbeach is hereby authorized and directed to perform its obligations under the SPA and to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transactions, including the Reorganization Transactions and the issuance of the New Common Shares to the Purchaser.

4. **THIS COURT ORDERS AND DECLARES** that this Order shall constitute the only authorization required by Clearbeach to proceed with the Transactions (including for greater certainty, the Reorganization Transactions), and that no shareholder or other approval shall be required in connection therewith.

5. **THIS COURT ORDERS AND DECLARES** that upon the delivery of the Monitor's certificate (the "**Monitor's Certificate**") to the Purchaser (the "**Effective Time**"), substantially in the form attached as Schedule "A" hereto, the following shall occur and shall be deemed to have occurred at the Effective Time in the following sequence:

- (a) first, (i) ResidualCo shall be added as an Applicant in the CCAA Proceedings pursuant to paragraph 19 of this Order, and (ii) the directors and officers of ResidualCo (collectively, the "**ResidualCo D&Os**") shall be deemed to have resigned;
- (b) second, all of Clearbeach's right, title and interest in and to the Excluded Assets shall vest absolutely and exclusively in ResidualCo, and any and all Claims and Encumbrances (including, without limitation, those listed on Schedule "D" hereto) shall continue to attach to the Excluded Assets in accordance with paragraph 10 of this Order, in either case with the same nature and priority as they had immediately prior to the transfer;
- (c) third, all Excluded Contracts (together with the obligations and liabilities thereunder) and Excluded Liabilities (which for greater certainty includes all

Claims against Clearbeach other than the Retained Liabilities) shall be channelled to, assumed by and vest absolutely and exclusively in ResidualCo such that the Excluded Contracts and Excluded Liabilities shall become obligations of ResidualCo and shall no longer be obligations of Clearbeach, and Clearbeach and the Retained Assets shall be and are hereby forever released and discharged from such Excluded Contracts and Excluded Liabilities and all related Claims (excluding, for greater certainty, the Retained Liabilities) and all Encumbrances in connection therewith or affecting or relating to Clearbeach and the Retained Assets (other than the Permitted Encumbrances including, without limitation, those listed on Schedule "E" hereto) are hereby expunged and discharged as against Clearbeach and the Retained Assets;

- (d) fourth, all issued and outstanding shares (including for greater certainty, all preferred shares) in the capital of Clearbeach other than the Existing Shares (and, for greater certainty, not including the New Common Shares to be subsequently issued to the Purchaser pursuant to the SPA and paragraph 5(g) of this Order), and all options, conversion privileges, equity-based awards, warrants, securities, debentures, loans, notes or other rights, agreements or commitments of any character whatsoever that are held by any Person (as defined below) and are convertible or exchangeable for any securities of Clearbeach or which require the issuance, sale or transfer by Clearbeach, of any shares or other securities of Clearbeach and/or the share capital of Clearbeach, or otherwise relating thereto, shall be, and shall be deemed to be, terminated and cancelled without any payment or other consideration;
- (e) fifth, the Bankruptcy Costs shall be paid by the Purchaser, on behalf of Clearbeach, to the Monitor, who shall provide same to the trustee in bankruptcy of ResidualCo and Forbes (in such capacity, the "**Trustee**"), which Bankruptcy Costs shall be held by the Monitor and the Trustee free and clear of any Claims or Encumbrances;
- (f) sixth, the Purchaser shall pay, assume or otherwise satisfy the Priority Claims in accordance with the terms of the SPA, and, upon payment thereof, the Priority

Claims shall be and are hereby forever released, expunged and discharged as against the Retained Assets, Clearbeach and the New Common Shares;

- (g) seventh, in consideration for the Purchase Price, Clearbeach shall issue the New Common Shares to the Purchaser as fully paid and non-assessable shares of Clearbeach, and all right, title and interest in and to the New Common Shares shall vest absolutely and exclusively in the Purchaser, free and clear of any and all Claims and Encumbrances and, for greater certainty, this Court orders that all Claims and Encumbrances affecting or relating to the New Common Shares are hereby expunged and discharged as against the New Common Shares;
- (h) eighth, the issued and outstanding common shares in the capital of Clearbeach (being the New Common Shares and the Existing Shares) shall be consolidated on the basis of the Consolidation Ratio, and the Articles of Clearbeach shall be amended as necessary to achieve such consolidation;
- (i) ninth, the holder of the fractional common share of Clearbeach resulting from the consolidation of the Existing Shares, being 0.0001 common shares, shall sell such fractional share to the Purchaser, and the Purchaser shall purchase and acquire such fractional share from such holder, for a purchase price of \$0.01;
- (j) tenth, any fractional common shares in the capital of Clearbeach held by any holder of such shares immediately following the consolidation of such shares pursuant to paragraph 5(h) of this Order and the share transfer pursuant to paragraph 5(i) of this Order shall be cancelled without any Liability, payment or other consideration in respect thereof, and the Articles of Clearbeach shall be amended as necessary to achieve such cancellation; and
- (k) eleventh, Clearbeach shall be deemed to cease being an Applicant in the CCAA Proceedings, and Clearbeach shall be deemed to be released from the purview of the Initial Order and all other Orders of this Court granted in respect of the CCAA Proceedings, save and except for this Order, the provisions of which (as they relate to Clearbeach) shall continue to apply in all respects. For greater certainty,

ResidualCo and Forbes shall remain Applicants in accordance with and subject to the terms of this Order.

6. **THIS COURT ORDERS** that, from and after the Effective Time, the Purchaser and Clearbeach shall be authorized to take all such steps as may be necessary to effect the releasing, expunging or discharging of all Claims and Encumbrances released, expunged or discharged pursuant to this Order, which are registered against the Retained Assets and the New Common Shares, including the filing of such financing change statements in any personal property registry systems as may be necessary or desirable.

7. **THIS COURT ORDERS** that upon the registration in the Land Registry Office #11, 24 and 25 for the Land Titles Division of Elgin, Kent and Lambton, respectively, of an Application for Vesting Order in the form prescribed by the *Land Titles Act* (Ontario) and/or the *Land Registration Reform Act* (Ontario), the applicable Land Registrar is hereby directed to vacate and expunge from title to the subject real property identified in Schedule "C" hereto (the "**Real Property**") all of the Claims and Encumbrances identified in Schedule "B" hereto.

8. **THIS COURT ORDERS AND DIRECTS** the Monitor to file with the Court a copy of the Monitor's Certificate, forthwith after delivery thereof in connection with the Transactions.

9. **THIS COURT ORDERS** that the Monitor may rely on written notice from Clearbeach and the Purchaser regarding the fulfilment of conditions to closing under the SPA and shall have no liability with respect to delivery of the Monitor's Certificate.

10. **THIS COURT ORDERS** that all Claims and Encumbrances released, expunged and discharged as against Clearbeach, the Retained Assets and the New Common Shares pursuant to paragraph 5 hereof shall attach to the Excluded Assets with the same nature and priority as they had immediately prior to the Transactions, as if the Transactions had not occurred.

11. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5, as amended, Clearbeach or the Monitor, as the case may be, are authorized, permitted and directed to, at the Effective Time, disclose to the Purchaser all human resources and payroll information in Clearbeach's records pertaining to past and current employees of Clearbeach. The Purchaser shall maintain and protect the privacy of such

information in accordance with applicable law and shall be entitled to use the personal information provided to it in a manner that is in all material respects identical to the prior use of such information by Clearbeach.

12. **THIS COURT ORDERS AND DECLARES** that at the Effective Time and without limiting the provisions of paragraph 5 hereof, the Purchaser and Clearbeach shall be deemed released from any and all claims, liabilities, (direct, indirect, absolute or contingent) or obligations with respect to any Taxes or any part thereof (including penalties and interest thereon) of, or that relate to, Clearbeach (provided, as it relates to Clearbeach, such release shall not: (i) effect a transfer or assignment to ResidualCo of Taxes where such transfer or assignment of such particular Taxes is prohibited by statute, but the Purchaser and Clearbeach shall still be released therefrom; (ii) apply to Taxes that are Retained Liabilities; and (iii) apply to Taxes in respect of the business and operations conducted by Clearbeach after the Effective Time), including without limiting the generality of the foregoing, all Taxes that could be assessed against the Purchaser or Clearbeach (or their affiliates or any predecessor corporations) pursuant to section 160 of the *Income Tax Act*, R.S.C. 1985 c. 1 (5th Supp.), or any provincial equivalent, in connection with Clearbeach. For greater certainty, nothing in this paragraph shall (i) release or discharge any Claims against ResidualCo with respect to Taxes that are vested in or assumed by ResidualCo; or (ii) affect any tax attributes of Clearbeach, which shall be retained by Clearbeach and used to the maximum extent possible as permitted by Applicable Law to reduce Clearbeach's taxable income.

13. **THIS COURT ORDERS AND DECLARES** that, at the Effective Time, all Persons upon whose real property the Oil and Gas Assets are situated shall be, and shall be deemed to be forever irrevocably released and discharged from any and all claims, liabilities, (direct, indirect, absolute or contingent) or obligations with respect to any Taxes (including penalties and interest thereon) of, or that relate to, Clearbeach arising under the *Municipal Act, 2001*, S.O. 2001, c. 25 and/or the *Assessment Act*, R.S.O. 1990, c. A.31 (provided that such release shall not apply to Taxes in respect of the business and operations conducted by Clearbeach after the Effective Time).

14. **THIS COURT ORDERS** that except to the extent expressly contemplated by the SPA, all Contracts to which Clearbeach is a party at the time of delivery of the Monitor's Certificate will be and remain in full force and effect upon and following delivery of the Monitor's Certificate and

no individual, firm, corporation, governmental body or agency, or any other entity (all of the foregoing, collectively being “**Persons**” and each being a “**Person**”) who is a party to any such arrangement may accelerate, terminate, rescind, refuse to perform or otherwise repudiate its obligations thereunder, or enforce or exercise any right (including any right of set off, dilution or other remedy) or make any demand under or in respect of any such arrangement and no automatic termination will have any validity or effect, by reason of:

- (a) any event that occurred on or prior to the delivery of the Monitor’s Certificate and is not continuing that would have entitled such Person to enforce those rights or remedies (including defaults or events of default arising as a result of the insolvency of the Applicants);
- (b) the insolvency of any Applicant or the fact that the Applicants sought or obtained relief under the CCAA;
- (c) any compromises, releases, discharges, cancellations, transactions, arrangements, reorganizations or other steps taken or effected pursuant to the SPA, the Transactions or the provisions of this Order, or any other Order of the Court in these proceedings; or
- (d) any transfer or assignment, or any change of control of any of the Applicants arising from the implementation of the SPA, the Transactions or the provisions of this Order.

15. **THIS COURT ORDERS**, for greater certainty, that (a) nothing in paragraph 14 hereof shall waive, compromise or discharge any obligations of Clearbeach in respect of any Retained Liabilities, and (b) the designation of any Claim as a Retained Liability is without prejudice to Clearbeach’s right to dispute the existence, validity or quantum of any such Retained Liability, and (c) nothing in this Order or the SPA shall affect or waive Clearbeach’s rights and defences, both legal and equitable, with respect to any Retained Liability, including, but not limited to, all rights with respect to entitlements to set offs or recoupments against such Retained Liability or to settle, dispute, appeal or compromise any such Retained Liability.

16. **THIS COURT ORDERS** that from and after the Effective Time, all Persons shall be deemed to have waived any and all defaults of Clearbeach then existing or previously committed by Clearbeach, or caused by Clearbeach, directly or indirectly, or non-compliance with any covenant, warranty, representation, undertaking, positive or negative pledge, term, provision, condition, or obligation, expressed or implied in any Contract existing between such Person and Clearbeach (including for certainty, those Contracts constituting Retained Assets) arising directly or indirectly from the filing by the Applicants under the CCAA and implementation of the Transactions, including without limitation any of the matters or events listed in paragraph 14 hereof and any and all notices of default and demands for payment or any step or proceeding taken or commenced in connection therewith under a Contract shall be deemed to have been rescinded and of no further force or effect, provided that nothing herein shall be deemed to excuse Clearbeach from performing its obligations under the SPA or be a waiver of defaults by Clearbeach under the SPA and the related documents.

17. **THIS COURT ORDERS** that from and after the Effective Time, any and all Persons shall be and are hereby forever barred, estopped, stayed and enjoined from commencing, taking, applying for or issuing or continuing any and all steps or proceedings, whether directly, derivatively or otherwise, and including without limitation, administrative hearings and orders, declarations and assessments, commenced, taken or proceeded with or that may be commenced, taken or proceeded with against Clearbeach, the Retained Assets or the New Common Shares relating in any way to or in respect of any Excluded Assets, Excluded Liabilities or Excluded Contracts and any other claims, obligations and other matters that are waived, released, expunged or discharged pursuant to this Order.

18. **THIS COURT ORDERS** that from and after the Effective Time:

- (a) the nature of the Retained Liabilities retained by Clearbeach, including, without limitation, their amount and their secured or unsecured status, shall not be affected or altered as a result of the Transactions or this Order;
- (b) the nature of the Excluded Liabilities, including, without limitation, their amount and their secured or unsecured status, shall not be affected or altered as a result of their vesting in and assumption by ResidualCo;

- (c) any Person that prior to the Effective Time had a valid right or claim against Clearbeach under or in respect of any Excluded Contract or Excluded Liability (each an “**Excluded Liability Claim**”) shall no longer have such right or claim against Clearbeach but will have an equivalent Excluded Liability Claim against ResidualCo in respect of the Excluded Contract or Excluded Liability from and after the Effective Time in its place and stead, and nothing in this Order limits, lessens or extinguishes the Excluded Liability Claim of any Person as against ResidualCo; and
- (d) the Excluded Liability Claim of any Person against ResidualCo following the Effective Time shall have the same rights, priority and entitlement as such Excluded Liability Claim had against Clearbeach prior to the Effective Time.

19. **THIS COURT ORDERS AND DECLARES** that, as of the Effective Time:

- (a) ResidualCo shall be a company to which the CCAA applies; and
- (b) ResidualCo shall be added as an Applicant in the CCAA Proceedings and all references in any Order of this Court in respect of the CCAA Proceedings to (i) an “Applicant” or the “Applicants” shall refer to and include ResidualCo *mutatis mutandis*, and (ii) “Property” shall include the current and future assets, licenses, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof, of ResidualCo.

RELEASES

20. **THIS COURT ORDERS** that effective upon the filing of the Monitor’s Certificate, (i) the current directors, officers, employees, independent contractors that have provided legal or financial services to the Applicants, legal counsel and advisors of the Applicants, (ii) the ResidualCo D&Os, and (iii) the Monitor and its legal counsel (collectively, the “**Released Parties**”) shall be, and shall be deemed to be forever irrevocably released and discharged from any and all present and future claims (including, without limitation, claims for contribution or indemnity), liabilities, indebtedness, demands, actions, causes of action, counterclaims, suits, damages, judgments, executions, recoupments, debts, sums of money, expenses, accounts, liens,

taxes, recoveries, and obligations of any nature or kind whatsoever (whether direct or indirect, known or unknown, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, matured or unmatured or due or not yet due, in law or equity and whether based in statute or otherwise) based in whole or in part on any act or omission, transaction, dealing or other occurrence existing or taking place prior to the filing of the Monitor's Certificate and that relate in any manner whatsoever to the Applicants or any of their assets (current or historical), obligations, business or affairs or the CCAA Proceedings, including any actions undertaken or completed pursuant to the terms of this Order, or arising in connection with or relating to the SPA or the completion of the Transactions (collectively, the "**Released Claims**"), which Released Claims are hereby fully, finally, irrevocably and forever waived, discharged, released, cancelled and barred as against the Released Parties, provided that nothing in this paragraph shall waive, discharge, release, cancel or bar: (i) any claim that is not permitted to be released pursuant to section 5.1(2) of the CCAA, or that arises in or relates to the period prior to the granting of the Initial Order, or (ii) any of the Released Parties from the performance of its obligations pursuant to the SPA.

21. **THIS COURT ORDERS** that nothing in this Order waives, discharges or in any way releases any person, including the Released Parties, from any responsibility or obligation, including any Encumbrance, that was, is or may be owed to or enforceable by the Province of Ontario or any Ministry or agency thereof (collectively, "**Ontario Governmental Authorities**"), that is not a "claim" as defined in section 2(1) of the CCAA, and nothing in this order in any way bars, estops, stays or enjoins any and all steps or proceedings by any Ontario Governmental Authorities or any servant, agent or employee thereof in respect thereof.

22. **THIS COURT ORDERS** that, notwithstanding:

- (a) the pendency of these proceedings;
- (b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act*, R.S.C 195, c. B-3, as amended (the "**BIA**"), in respect of in respect of one or more of any of the Applicants, ResidualCo or any of their respective predecessors, successors or heirs (collectively, the "**Identified Parties**"), and any bankruptcy order issued pursuant to any such applications; and

- (c) any assignment in bankruptcy made in respect of any of the Identified Parties;

the SPA, the implementation of the Transactions (including without limitation the transfer, assumption and vesting of the Excluded Assets, Excluded Contracts and Excluded Liabilities in and to ResidualCo, the issuance and vesting of the New Common Shares in and to the Purchaser), and any payments by or to the Purchaser, ResidualCo, the Monitor or the Trustee authorized herein shall be binding on any trustee in bankruptcy that may be appointed in respect of any of the Identified Parties and shall not be void or voidable by creditors of any of the Identified Parties, as applicable, nor shall they constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the CCAA, the BIA or any other applicable federal or provincial legislation, nor shall they constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

GENERAL

23. **THIS COURT ORDERS** that, from and after the Effective Time, the title of these proceedings is hereby changed to

*IN THE MATTER OF THE COMPANIES' CREDITORS
ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED*

**AND IN THE MATTER OF THE COMPROMISE OR
ARRANGEMENT OF FORBES RESOURCES CORP. AND 2849536 ONTARIO INC.**

APPROVAL OF THE MONITOR'S REPORTS, ACTIVITIES AND FEES

24. **THIS COURT ORDERS** that the Pre-Filing Report of the Monitor dated May 18, 2021, the First Report of the Monitor dated May 25, 2021, and the Second Report, and the activities of the Monitor and its counsel referred to therein be and are hereby approved; provided, however, that only the Monitor, in its personal capacity and only with respect to its own personal liability, shall be entitled to rely upon or utilize in any way such approval.

25. **THIS COURT ORDERS** that the fees and disbursements of the Monitor and its counsel, as set out in the Second Report, be and are hereby approved.

26. **THIS COURT ORDERS** that the Fee Accrual (as defined in the Second Report) of the Monitor and its counsel incurred in connection with the completion by the Monitor of its remaining duties and the administration of the CCAA Proceedings, is hereby approved without further Order of the Court.

BANKRUPTCY

27. **THIS COURT ORDERS** that, as soon as practicable following the Effective Time:

- (a) the Monitor is hereby authorized and directed to file an assignment in bankruptcy pursuant to the BIA (the “**Assignment in Bankruptcy**”) for and on behalf of ResidualCo and Forbes and to take any such steps incidental thereto;
- (b) MNP is hereby authorized and empowered, but not obligated, to act as trustee in bankruptcy in respect of ResidualCo and Forbes under the BIA; and
- (c) MNP may apply the Bankruptcy Costs against the Trustee’s fees and disbursements and the fees and disbursements of the Trustee’s counsel incurred in connection with any such bankruptcy proceedings in respect of ResidualCo and Forbes.

CONCLUSION OF THE CCAA PROCEEDINGS

28. **THIS COURT ORDERS** that, upon the filing of the Assignment in Bankruptcy of ResidualCo (the “**CCAA Termination Time**”) the CCAA Proceedings in respect of Clearbeach and ResidualCo shall be terminated without any other act or formality, save and except as provided in this Order, and provided that nothing herein impacts the validity of any Orders made in the CCAA Proceedings or any actions or steps taken by any Person pursuant to or as authorized by any Orders of the Court made in the CCAA Proceedings. Upon the of the Assignment in Bankruptcy of Forbes (the “**Forbes Termination Time**”), the CCAA Proceedings in respect of Forbes shall be terminated without any other act or formality, save and except as provided in this Order, and provided that nothing herein impacts the validity of any Orders made in the CCAA Proceedings or any actions or steps taken by any Person pursuant to or as authorized by any Orders of the Court made in the CCAA Proceedings.

29. **THIS COURT ORDERS** that the Monitor is hereby directed to serve notice of the CCAA Termination Time and the Forbes Termination Time upon the Service List established for the CCAA Proceedings as soon as is practicable following the occurrence thereof.

30. **THIS COURT ORDERS** that the Administration Charge and the Directors' Charge shall be terminated, released and discharged in respect of Clearbeach at the CCAA Termination Time and in respect of Forbes at the Forbes Termination Time without any other act or formality.

DISCHARGE OF THE MONITOR

31. **THIS COURT ORDERS** that effective at the CCAA Termination Time, MNP shall be discharged and shall have no further duties, obligations or responsibilities as Monitor in respect of Clearbeach or ResidualCo. Effective at the Forbes Termination Time, MNP shall be discharged and shall have no further duties, obligations or responsibilities as Monitor in respect of Forbes. Notwithstanding the discharge of MNP as Monitor and the termination of the CCAA Proceedings, MNP shall have the authority from and after the CCAA Termination Time and the Forbes Termination Time (as applicable) to complete any matters that may be incidental to the termination of the CCAA Proceedings. In completing any incidental matters, MNP shall continue to have the benefit of the provisions of all Orders made in the CCAA Proceedings, including all approvals, protections and stays of proceedings in favour of MNP in its capacity as Monitor, and nothing in this Order shall affect, vary, derogate from, limit or amend any of the protections in favour of the Monitor at law or pursuant to the CCAA, the Initial Order or any other Order issued in the CCAA Proceedings.

32. **THIS COURT ORDERS** that, notwithstanding any provision of this Order and the termination of the CCAA Proceedings, nothing herein shall affect, vary, derogate from, limit or amend any of the rights, approvals and protections in favour of the Monitor at law or pursuant to the CCAA, the Initial Order or any other Order of this Court in the CCAA Proceedings, all of which are expressly continued and confirmed.

33. **THIS COURT ORDERS** that upon the CCAA Termination Time and the Forbes Termination Time, MNP and its counsel, legal counsel to the Applicants, and each of their affiliates, officers, directors, partners, employees and agents (collectively, the "**Released**

Professionals” and each, a **“Released Professional”**) shall be and are hereby forever irrevocably released and discharged from any and all present and future claims, liabilities, indebtedness, demands, actions, causes of action, suits, damages, judgments and obligations of whatever nature that any person may have or be entitled to assert against the Released Professionals, whether direct or indirect, known or unknown, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, matured or unmatured, foreseen or unforeseen, existing or hereafter arising, based in whole or in part on any act or omission, transaction, dealing or other occurrence existing or taking place on or prior to the CCAA Termination Time and/or the Forbes Termination Time in any way relating to, arising out of, or in respect of, the CCAA Proceedings or with respect to their respective conduct in the CCAA Proceedings, save and except for any gross negligence or wilful misconduct.

34. **THIS COURT ORDERS** that no action or other proceeding shall be commenced against any of the Released Professionals in any way arising from or related to the CCAA Proceedings, except with prior leave of this Court on at least seven (7) days' prior written notice to the applicable Released Professional.

GENERAL

35. **THIS COURT ORDERS** that, notwithstanding Rule 59.05, this Order is effective from the date that it is made, and is enforceable without any need for entry and filing. In accordance with Rules 77.07(6) and 1.04, no formal order need be entered and filed unless an appeal or a motion for leave to appeal is brought to an appellate court. Any party may nonetheless submit a formal order for original signing, entry and filing when the Court returns to regular operations.

36. **THIS COURT ORDERS** that this Order shall have full force and effect in all provinces and territories in Canada.

37. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States, to give effect to this Order and to assist the Applicants, ResidualCo, the Monitor, the Trustee and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Applicants and ResidualCo and to the Monitor or the Trustee (as applicable), as

an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor or the Trustee (as applicable) in any foreign proceeding, or to assist the Applicants, ResidualCo, the Monitor, the Trustee and their respective agents in carrying out the terms of this Order.

38. **THIS COURT ORDERS** that each of the Applicants, ResidualCo, the Monitor and the Trustee be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order.

SCHEDULE “A”

FORM OF MONITOR’S CERTIFICATE

Court File No.: CV-21-00662483-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

**IN THE MATTER OF THE *COMPANIES’ CREDITORS
ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED**

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF CLEARBEACH RESOURCES INC. AND FORBES RESOURCES
CORP.**

Applicants

RECITALS

A. Pursuant to the Initial Order of the Honourable Madam Justice Gilmore of the Ontario Superior Court of Justice (Commercial List), dated May 20, 2021, as amended, Clearbeach Resources Inc. (“**Clearbeach**”) and Forbes Resources Corp. (together with Clearbeach, the “**Applicants**”) were granted protection from their creditors under the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended, and MNP Ltd. (“**MNP**”), was appointed as monitor (in such capacity, the “**Monitor**”) of the Applicants.

B. Pursuant to the Approval and Vesting Order of the Court, dated July 14, 2021 (the “**Order**”), the Court approved the transactions contemplated by the Share Purchase Agreement (the “**SPA**”), between Clearbeach and Oil Patch Services Inc. (the “**Purchaser**”), and ordered, *inter alia*: (i) transferring and vesting all of Clearbeach’s right, title and interest in and to the Excluded Assets in ResidualCo; (ii) releasing and discharging Clearbeach from and in respect of, and transferring and vesting all of the Excluded Contracts and Excluded Liabilities in and to ResidualCo; and (iii) issuing to and vesting in the Purchaser all right, title and interest in and to the New Common Shares, which vesting is, in each case, to be effective upon the delivery by the Monitor to the Purchaser of a certificate confirming that the Monitor has received written

confirmation in the form and substance satisfactory to the Monitor from the Purchaser and Clearbeach that all conditions to closing have been satisfied or waived by the parties to the SPA.

C. Capitalized terms not defined herein shall have the meaning given to them in the Order or the SPA.

THE MONITOR CERTIFIES the following:

1. The Monitor has received written confirmation from the Purchaser and the Applicants, in form and substance satisfactory to the Monitor, that all conditions to closing have been satisfied or waived by the parties to the SPA.

2. In accordance with the terms of the SPA and the Order, the Purchaser has:

- a. paid the Bankruptcy Costs to the Monitor, to be provided to MNP in its capacity as trustee in bankruptcy of ResidualCo and Forbes; and
- b. confirmed to the Monitor that the Purchaser has paid, assumed or otherwise satisfied the Priority Claims in accordance with the terms of the SPA.

3. This Monitor's certificate was delivered by the Monitor at _____ on _____, 2021.

MNP LTD., solely in its capacity as
Monitor of the Applicants, and not in its
personal or corporate capacity

Per:

Name:

Title:

SCHEDULE "B"
CLAIMS AND ENCUMBRANCES TO BE DELETED AND EXPUNGED FROM TITLE
TO REAL PROPERTY

1. Instrument No. CT167921 dated June 5, 2019.
2. Instrument No. CK161214 dated July 24, 2019.
3. Instrument No. LA223351 dated July 24, 2019.

SCHEDULE "C"
LEGAL DESCRIPTION OF THE REAL PROPERTY

Legal Description of the Real Property in the Land Registry Office #11 for the Land Titles Division of Elgin

<i>PIN:</i>	35132 - 0139 LT
<i>Description:</i>	LT 21-23 CON A BROKEN FRONT DUNWICH; DUTTON/DUNWICH
<i>Address:</i>	DUTTON
<i>PIN:</i>	35132 - 0140 LT
<i>Description:</i>	PT LT 21-23 CON 1 DUNWICH AS IN E123945; DUTTON/DUNWICH
<i>Address:</i>	DUTTON
<i>PIN:</i>	35117 - 0160 LT
<i>Description:</i>	NEL Y1/2 OF SE1/2 LT Y CON 1 EAST DIVISION ALDBOROUGH; WEST ELGIN
<i>Address:</i>	ELGIN
<i>PIN:</i>	35117 - 0163 LT
<i>Description:</i>	SE1/2 LT Z CON 1 EAST DIVISION ALDBOROUGH AS IN E359938; SIT AL25680; WEST ELGIN
<i>Address:</i>	ELGIN
<i>PIN:</i>	35117 - 0164 LT
<i>Description:</i>	PT N1/2 LT Z CON 1 EAST DIVISION ALDBOROUGH AS IN E424858; SIT AL25679; WEST ELGIN
<i>Address:</i>	ELGIN
<i>PIN:</i>	35123 - 0112 LT
<i>Description:</i>	LOT 2 CON 1 DUNWICH; SIT DN19270; DUTTON/DUNWICH
<i>Address:</i>	27042 CELTIC LINE DUTTON
<i>PIN:</i>	35117 - 0174 LT
<i>Description:</i>	PART OF N 1/2 LOTZ CON 2 EAST DIVISION ALDBOROUGH, PART 1, PLAN 11 R-9115;; MUNICIPALITY OF WEST ELGIN

Address:	ELGIN
PIN:	35117 - 0175 LT
Description:	N 1/2 LOTZ CON 2 EAST DIVISION ALDBOROUGH EXCEPT PT 1, 11R9115;; MUNICIPALITY OF WEST ELGIN
Address:	ELGIN
PIN:	35123 - 0111 LT
Description:	PT LT 1 CON 1 DUNWICH PT 1 11R4946 & AS IN E178718; SIT DN19269; DUTTON/DUNWICH
Address:	14430 DUNBOROUGH RD WEST LORNE
PIN:	35132 - 0102 LT
Description:	FIRSTLY: ROAL BTN CON 2 AND CON 3 DUNWICH OPPOSITE LT 13 TO 22 & 24; ROAL BTN CON 2 AND 3 OPPOSITE LT 23 DUNWICH; ROAL BTN CON 2 AND 3 BTN LT A AND B DUNWICH EXCEPT PT 3 11 R7323; PT LT B, C CON 3 DUNWICH PL D357; SECONDLY: PT LT B, C CON 3 DUNWICH AS IN DN20999, DN21528(FIRSTLY), DN23738 AKA COUNTY RD 9, DEADFALL RD, DUFF LINE BTN ROAL BTN LT 12 & 13 CON 2 & COUNTY RD 14; SIT DN18930; DUTTON/DUNWICH
Address:	DUTTON
PIN:	35132 - 0125 LT
Description:	PT LT 21 CON 2 DUNWICH AS IN E407143; DUTTON/DUNWICH
Address:	31613 CELTIC LINE IONA STATION
PIN:	35132 - 0128 LT
Description:	PART LOT 23 CON 2 DUNWICH AS IN E351629; DUTTON/DUNWICH
Address:	13569 COWAL RD DUTTON
PIN:	35132 - 0129 LT
Description:	PT LT 24 CON 2 DUNWICH AS IN E104056; DUTTON/DUNWICH
Address:	DUTTON
PIN:	35132 - 0130 LT
Description:	PT LT 24, A CON 2 DUNWICH AS IN E425856; DUTTON/DUNWICH

Address:	DUTTON
PIN:	35132 - 0135 LT
Description:	PT LT 24 CON 1 DUNWICH AS IN E93854; DUTTON/DUNWICH
Address:	14078 COWAL ROAD IONA STATION
PIN:	35132 - 0137 LT 7
Description:	LT 24 CON A BROKEN FRONT DUNWICH; DUTTON/DUNWICH
Address:	IONA STATION
PIN:	35132 - 0141 LT
Description:	PT LT 22-23 CON 1 DUNWICH AS IN E104056 (FIFTHLY(1-5)); S/T E146121; DUTTON/DUNWICH
Address:	DUTTON
PIN:	35132 - 0142 LT
Description:	LT 19-20 CON 1 DUNWICH; PT LT 21 CON 1 DUNWICH AS IN E429161; DUTTON/DUNWICH
Address:	DUTTON
PIN:	35132 - 0166 LT
Description:	S 1/2 LOT 21 CON 2 DUNWICH AS IN E104056 (SIXTHLY); DUTTON/DUNWIC
Address:	DUTTON
PIN:	35132 - 0167 LT
Description:	PART OF LOT 22 CON 2 DUNWICH DESIGNATED AS PARTS 1, 2, 3, & 4, 11 R-8934; DUTTON/DUNWICH
Address:	DUTTON
PIN:	35132 - 0168 LT
Description:	LOT 22 CON 2 DUNWICH; SAVE & EXCEPT PARTS 1, 2, 3, 4, 11R-8934; DUTTON/DUNWICH
Address:	DUTTON
PIN:	35132 - 0169 LT
Description:	S 1/2 OF THE S 1/2 LOT 23 CON 2 DUNWICH AS IN E104056 (FIRSTLY); S/T E122746; DUTTON/DUNWICH

Address:	DUTTON
PIN:	35133 - 0107 LT
Description:	LOT 22 CON 3 DUNWICH; SIT E124774; DUTTON/DUNWICH 32008 CHALMERS LINE
Address:	DUTTON
PIN:	35133 - 0108 LT
Description:	N1/2 LT 23 CON 3 DUNWICH; SIT E122149; DUTTON/DUNWICH 32257 DUFF LINE
Address:	DUTTON
PIN:	35133 - 0109 LT
Description:	S1/2 LT 23 CON 3 DUNWICH; SIT E120097; DUTTON/DUNWICH 12685 COWAL ROAD
Address:	IONA STATION
PIN:	35133 - 0110 LT
Description:	PT LT 24 CON 3 DUNWICH; PT N1/2 LT A CON 3 DUNWICH AS IN E392278; SIT D1285; DUTTON/DUNWICH
Address:	13048 COWAL ROAD IONA STATION
PIN:	35133 - 0112 LT
Description:	PT LT 24 CON 3 DUNWICH AS IN E378567; DUTTON/DUNWICH
Address:	12750 COWAL RD DUTTON
PIN:	35133 - 0113 LT
Description:	PT LT 24 CON 3 DUNWICH AS IN DN11625 EXCEPT E308002; DUTTON/DUNWICH
Address:	ELGIN
PIN:	35133 - 0114 LT
Description:	PART OF LOT 24 CON 3 DUNWICH AS IN E308002; DUTTON/DUNWICH
Address:	12662 COWAL RD DUTTON

<i>PIN:</i>	35133 - 0115 LT
<i>Description:</i>	PT LT 24 CON 3 DUNWICH AS IN E91758; DUTTON/DUNWICH
<i>Address:</i>	12674 COWAL RD DUTTON
<i>PIN:</i>	35133 - 0116 LT
<i>Description:</i>	PT SW1/4 LT A CON 3 DUNWICH; PT LT 24 CON 3 DUNWICH AS IN E425854; DUTTON/DUNWICH
<i>Address:</i>	32468 CHALMERS LINE DUTTON
<i>PIN:</i>	35133 - 0135 LT
<i>Description:</i>	PT SE1/2 LT 22 CON 4 DUNWICH; PT LT 23 CON 4 DUNWICH AS IN E381971 EXCEPT PT 1 11R6757; SIT DN19279, DN20254, DN21809; DUTTON/DUNWICH
<i>Address:</i>	DUTTON
<i>PIN:</i>	35133 - 0137 LT
<i>Description:</i>	PT LT 23 CON 4 DUNWICH AS IN DN23319; DUTTON/DUNWICH
<i>Address:</i>	DUTTON
<i>PIN:</i>	35133 - 0138 LT
<i>Description:</i>	PART OF LOT 23 CONCESSION 4 DUNWICH DESIGNATED AS PART 2, 11 R-8331; MUNICIPALITY OF DUTTON/DUNWICH
<i>Address:</i>	12555 COWAL RD IONA STATION
<i>PIN:</i>	35133 - 0139 LT
<i>Description:</i>	PT LT 23 CON 4 DUNWICH PT 1 11 R5009; DUTTON/DUNWICH
<i>Address:</i>	12501 COWAL RD DUTTON
<i>PIN:</i>	35133 - 0140 LT
<i>Description:</i>	PT LT 23 CON 4 DUNWICH PT 1 11 R4499; DUTTON/DUNWICH
<i>Address:</i>	12493 COWAL RD DUTTON
<i>PIN:</i>	35133 - 0141 LT

Description:	PT LT 23 CON 4 DUNWICH AS IN E281339; S/T DN19314, DN20253, DN21927; DUTTON/DUNWICH
Address:	32278 ABERDEEN LINE & 12211 COWAL ROAD DUTTON
PIN:	35133 - 0142 LT
Description:	PART OF LOT 23 CON 4 DUNWICH DESIGNATED AS PARTS 1, 2, 3, 11R1327; DUTTON/DUNWICH
Address:	32196 ABERDEEN LINE DUTTON
PIN:	35133 - 0143 LT
Description:	PT LT 23 CON 4 DUNWICH AS IN E429725 EXCEPT PT 1 11 R5009; DESCRIPTION MAY NOT BE ACCEPTABLE IN FUTURE AS IN E429725; SIT DEBTS IN E166020, E202428; SIT BENEFICIARIES INTEREST IN E159234; SIT E146992; DUTTON/DUNWICH
Address:	32097 CHALMERS LINE DUTTON
PIN:	35133 - 0163 LT
Description:	PT LT 24 CON 4 DUNWICH AS IN E440846; DUTTON/DUNWICH
Address:	DUTTON
PIN:	35133 - 0164 LT
Description:	S1/2 LT 24 CON 4 DUNWICH; SIT DN21723; DUTTON/DUNWICH
Address:	DUTTON
PIN:	35133 - 0174 LT
Description:	LT 24 CON GORE S OF CON 4 DUNWICH; SIT DN19346; DUTTON/DUNWICH
Address:	IONA STATION
PIN:	35134 - 0126 LT
Description:	NW1/2 LT 24 CON A DUNWICH; SIT E189832; DUTTON/DUNWICH
Address:	32463 PIONEER LINE DUTTON
PIN:	35134 - 0127 LT

Description:	S1/2 LT 24 CON A DUNWICH; PT SE1/2 LT A CON A DUNWICH AS IN E239238 EXCEPT PT 1 11 R2005 AND PARCEL 11 D644; DUTTON/DUNWICH; DESCRIPTION IN E239238 MAY NOT BE ACCEPTABLE IN FUTURE.
Address:	DUTTON
PIN:	35134 - 0132 LT
Description:	PT NW1/2 LT A CON A DUNWICH; PT SE1/2 LT A CON A DUNWICH; PT N1/2 LT B CON A DUNWICH; PT S1/2 LT B CON A DUNWICH PT 1 TO 4 11 R6361; SIT E191017; DUTTON/DUNWICH
Address:	DUTTON
PIN:	35135 - 0125 LT
Description:	NW1/2 LT A CON 5 S OF CON A DUNWICH; PT SE1/2 LT A CON 5 S OF CON A DUNWICH; PT LT B CON 5 S OF CON A DUNWICH AS IN E435475 SIT THE RIGHTS OF OWNERS OF ADJOINING PARCELS, IF ANY UNDER E460831; DUTTON/DUNWICH
Address:	DUTTON
PIN:	35116 - 0144 LT
Description:	PT NW1/2 LT Z CON A BROKEN FRONT ALDBOROUGH AS IN E284249; SIT AL30296; SUBJECT TO AN EASEMENT IN GROSS OVER PART 1, 11R-9028 AS IN CT41891; MUNICIPALITY OF WEST ELGIN
Address:	15323 DUNBOROUGH ELGIN
PIN:	35123 - 0102 LT
Description:	PT LT 1 CON B BROKEN FRONT DUNWICH AS IN E428094; DUTTON/DUNWICH
Address:	DUTTON
PIN:	35117 - 0142 LT
Description:	W1/2 LT Y CON 2 EAST DIVISION ALDBOROUGH; WEST ELGIN
Address:	26321 CRINAN LINE WEST LORNE
PIN:	35123 - 0116 LT
Description:	PT LT 4 CON 1 DUNWICH AS IN E424023; SIT DN19315; DUTTON/DUNWICH

Address:	DUTTON
PIN:	35123 - 0126 LT
Description:	PT LT 5 CON 2 DUNWICH AS IN E268402; SIT DN19291; DUTTONIDUNWICH
Address:	27801 CELTIC LINE DUTTON
PIN:	35123 - 0120 LT
Description:	PT LT 5 CON 1 DUNWICH AS IN E172712; SIT DN19328; DUTTONIDUNWICH
Address:	DUTTON
PIN:	35123 - 0127 LT
Description:	PT LT 5 CON 2 DUNWICH AS IN E172712; SIT DN19328; DUTTONIDUNWICH
Address:	DUTTON
PIN:	35117 - 0131 LT
Description:	PT NW1I2 LT Z CON 3 EAST DIVISION ALDBOROUGH AS IN E236209; WEST ELGIN
Address:	26589 STALKER LINE ELGIN
PIN:	35117 - 0130 LT
Description:	SE1/2 LT Z CON 3 EAST DIVISION ALDBOROUGH; PT NW1I2 LT Z CON 3 EAST DIVISION ALDBOROUGH; PT SE1I2 LT Y CON 3 EAST DIVISION ALDBOROUGH AS IN E360387; SIT AL29079 PARTIALLY SURRENDERED BY E135366; SIT AL29080, AL29500; WEST ELGIN
Address:	26644 ARGYLE LINE WEST LORNE
PIN:	35117 - 0144 LT
Description:	N1I2 OF E1I2 LT Y CON 2 EAST DIVISION ALDBOROUGH; WEST ELGIN
Address:	ELGIN
PIN:	35117 - 0139 LT
Description:	S1I2 LT 24 CON 2 EAST DIVISION ALDBOROUGH EXCEPT PT 1 & 2 11 R4086; SIT AL27322; WEST ELGIN

Address:	ELGIN
PIN:	35117 - 0140 LT
Description:	PT LT 24 CON 2 EAST DIVISION ALDBOROUGH PT 1 & 2 11 R4086; SIT AL27322; WEST ELGIN
Address:	26084 STALKER LINE WEST LORNE
PIN:	35117 - 0129 LT
Description:	PT NW1I2 LT Y CON 3 EAST DIVISION ALDBOROUGH AS IN E156755; SIT BENEFICIARIES INTEREST IN E155723; WEST ELGIN
Address:	26449 STALKER LINE, R.R. #1 WEST LORNE
PIN:	35117 - 0145 LT
Description:	SE1/2 LT Z CON 2 EAST DIVISION ALDBOROUGH AS IN E434922; WEST ELGIN
Address:	26654 STALKER LINE ELGIN
PIN:	35117 - 0127 LT
Description:	N1/2 LT 24 CON 3 EAST DIVISION ALDBOROUGH; WLY1/4 OF NW1/2 LT Y CON 3 EAST DIVISION ALDBOROUGH; WEST ELGIN
Address:	26319 STALKER LINE WEST LORNE
PIN:	35123 - 0122 LT
Description:	PT LT 1 CON 2 DUNWICH AS IN E220614; SIT EXECUTION 87-0000921, IF ENFORCEABLE; DUTTON/DUNWICH
Address:	14094 DUNBOROUGH RD DUTTON
PIN:	35117 - 0143 LT
Description:	SE1/4 LT Y CON 2 EAST DIVISION ALDBOROUGH; WEST ELGIN
Address:	26428 STALKER LINE ELGIN
PIN:	35123 - 0124 LT
Description:	PT LT 1 CON 2 DUNWICH AS IN E404539; DUTTON/DUNWICH

Address:	13758 DUNBOROUGH RD DUTTON
PIN:	35131 - 0143 LT
Description:	PT LT 18 CON 3 DUNWICH AS IN E350870; SIT DN23527; DUTTON/DUNWICH
Address:	ELGIN
PIN:	35133 - 0101 LT
Description:	PT LT 19 CON 3 DUNWICH AS IN E398199; SIT E124658; SIT EXECUTION 02-0000057, IF ENFORCEABLE; SIT EXECUTION 04- 0000159, IF ENFORCEABLE; DUTTON/DUNWICH
Address:	DUTTON
PIN:	35133 - 0103 LT
Description:	PT LT 19-20 CON 3 DUNWICH AS IN E285776; DUTTON/DUNWICH
Address:	DUTTON
PIN:	35133 - 0102 LT
Description:	PT LT 19 CON 3 DUNWICH PT 1, 2, 3 11R188; SIT E124658; DUTTON/DUNWICH
Address:	12940 WILLEY RD DUTTON
PIN:	35131 - 0142 LT
Description:	PT LT 18 CON 3 DUNWICH AS IN E423517; DUTTON/DUNWICH
Address:	31018 CHALMERS LINE DUTTON

Legal Description of the Real Property in the Land Registry Office #24 for the Land Titles Division of Kent

PIN:	00671 - 0044 LT
Description:	PT LT 57 CON NORTH TALBOT ROAD ORFORD; PT ROAL BTN LT 56 AND LT 57 CON NORTH TALBOT ROAD ORFORD CLOSED BY OR17454, PT 1, 24R6551, T/W 596616; CHATHAM-KENT

Address:	15473 TALBOT LINE MUIRKIRK
PIN:	00671 - 0045 LT
Description:	PT LT 56 CON NORTH TALBOT ROAD ORFORD AS IN 596621, S/T 596616; SIT 148537; CHA THAM-KENT
Address:	CHATHAM
PIN:	00671 - 0046 LT
Description:	PT LT 57 CON NORTH TALBOT ROAD ORFORD; PT ROAL BTN LT 56 AND LT 57 CON NORTH TALBOT ROAD ORFORD CLOSED BY OR17454, AS IN 578425 EXCEPT PT 1, 24R6551; SIT 596616; MUNICIPALITY CHATHAM-KENT
Address:	CHATHAM
PIN:	00671 - 0009 LT
Description:	PT LT 55 CON NORTH TALBOT ROAD ORFORD AS IN R666792, T/W R666792, SIT INTEREST IN R666792; SIT 135829, 135830, 148532, 153003; CHATHAM-KENT
Address:	CHATHAM
PIN:	00671 - 0010 LT
Description:	PT LT 55 CON NORTH TALBOT ROAD ORFORD PT 1 TO 11, 24R3064, S/T INTEREST IN 548099, S/T 548099; S/T 135829, 135830; MUNICIPALITY CHATHAM-KENT
Address:	15609 TALBOT TRAIL, RR#1 MUIRKIRK
PIN:	00671 - 0011 LT
Description:	SW1/2 LT 55 CON NORTH TALBOT ROAD ORFORD EXCEPT D332 & R666792, SIT BENEFICIARIES INTEREST IN 516625; S/T 148553; CHATHAM-KENT
Address:	CHATHAM
PIN:	00671 - 0008 LT
Description:	PT LT 54 CON NORTH TALBOT ROAD ORFORD AS IN 389750, SIT INTEREST IN 389750; EXCEPT PT 2, 600332; S/T 135831, 135833, 139501, 145686, 148533; CHATHAM-KENT
Address:	CHATHAM

<i>PIN:</i>	00671 - 0005 LT
<i>Description:</i>	PT LT 54 CON NORTH TALBOT ROAD ORFORD AS IN 653852, T/W 653852; CHATHAM-KENT
<i>Address:</i>	CHATHAM
<i>PIN:</i>	00671 - 0006 LT
<i>Description:</i>	PT LT 54 CON NORTH TALBOT ROAD ORFORD AS IN 498633, S/T & T/W 498633; SIT 148536; CHATHAM-KENT
<i>Address:</i>	CHATHAM
<i>PIN:</i>	00671 - 0007 LT
<i>Description:</i>	PT LT 54 CON NORTH TALBOT ROAD ORFORD PT 1 TO 3, 24R3068, S/T 608635; SIT 148536; CHATHAM-KENT 15687 TALBOT TRAIL
<i>Address:</i>	CHATHAM
<i>PIN:</i>	00671 - 0040 LT
<i>Description:</i>	PT LT 53 CON NORTH TALBOT ROAD ORFORD PT 1 TO 3, 24R6196, SIT 659266; S/T 138241, 148534, 148552; CHATHAM-KENT
<i>Address:</i>	CHATHAM
<i>PIN:</i>	00671 - 0041 LT
<i>Description:</i>	PT LT 53 CON NORTH TALBOT ROAD ORFORD AS IN 663634, T/W 663634; SIT 138241, 148534; CHATHAM-KENT
<i>Address:</i>	CHATHAM
<i>PIN:</i>	00671 - 0036 LT
<i>Description:</i>	W1/2 LT 54 CON SOUTH TALBOT ROAD ORFORD EXCEPT 600322; CHATHAM-KENT
<i>Address:</i>	CHATHAM
<i>PIN:</i>	00671 - 0002 LT
<i>Description:</i>	PT LT 52 CON NORTH TALBOT ROAD ORFORD AS IN 457611; S/T 139502; CHATHAM-KENT
<i>Address:</i>	CHATHAM
<i>PIN:</i>	00670 - 0001 LT
<i>Description:</i>	

Address:	PT LT 57 CON SOUTH TALBOT ROAD ORFORD AS IN 213747 EXCEPT 600322; MUNICIPALITY CHATHAM-KENT MUIRKIRK
PIN:	00670 - 0002 LT
Description:	PT LT 57 CON SOUTH TALBOT ROAD ORFORD AS IN 572143; CHATHAM-KENT
Address:	CHATHAM
PIN:	00671 - 0035 LT
Description:	PT LT 53-54 CON SOUTH TALBOT ROAD ORFORD PT 1, 24R1516; CHATHAM-KENT
Address:	CHATHAM
PIN:	00671 - 0043 LT
Description:	PT LT 56 CON SOUTH TALBOT ROAD ORFORD AS IN 572143, S/T 147556; CHATHAM-KENT
Address:	CHATHAM
PIN:	00671 - 0042 LT
Description:	PT LT 55 CON SOUTH TALBOT ROAD ORFORD AS IN 584946; CHATHAM-KENT
Address:	CHATHAM
PIN:	00671 - 0033 LT
Description:	PT LT 52 CON SOUTH TALBOT ROAD ORFORD PT 1, 24R2280; CHATHAM-KENT
Address:	CHATHAM
PIN:	00671 - 0034 LT
Description:	PT LT 52 CON SOUTH TALBOT ROAD ORFORD AS IN 605326; CHATHAM-KENT
Address:	15820 TALBOT TRAIL CHATHAM
PIN:	00587 - 0055 LT
Description:	PT LT 10 CON 4 CHATHAM GORE PT 1 24R5912; CHATHAM-KENT

Address:	1176 FORHAN STREET WALLACEBURG
PIN:	00587 - 0056 LT
Description:	N1/2 OF N1/2 LT 10 CON 4 CHATHAM GORE EXCEPT PT 1 24R1715 & PT 1 24R5912; CHATHAM-KENT
Address:	CHATHAM
PIN:	00587 - 0067 LT
Description:	PT LT 9 CON 4 CHATHAM GORE PT 1, 2 24R8195; SIT CH33876; SIT EXECUTION 09-0000126, IF ENFORCEABLE; CHATHAM-KENT
Address:	6623 LANGSTAFF LINE WALLACEBURG
PIN:	00587 - 0068 LT
Description:	E1/2 LT 9 CON 4 CHATHAM GORE EXCEPT PT 1, 2 24R8195; S/T CH33876; CHA THAM-KENT
Address:	LANGSTAFF LINE WALLACEBURG
PIN:	00587 - 0058 LT
Description:	W1/2 LT 9 CON 4 CHATHAM GORE EXCEPT PT 1 24R6221, S/T 264957; CHATHAM-KENT
Address:	CHATHAM
PIN:	00587 - 0032 LT
Description:	NE1/4 LT 8 CON 4 CHATHAM GORE; CHATHAM-KENT
Address:	WHITEBREAD LINE, PORT LAMBTON WALLACEBURG
PIN:	00587 - 0029 LT
Description:	N1/2 LT 7 CON 4 CHATHAM GORE EXCEPT PT 3 24R810, T/W 295002; CHATHAM-KENT
Address:	667 WHITEBREAD LINE WALLACEBURG
PIN:	00587 - 0028 LT
Description:	E1/2 LT 6 CON 4 CHATHAM GORE EXCEPT PT 2 24R810, S/T LIFE INTEREST IN 557922; S/T CH34251; CHATHAM-KENT

Address:	CHATHAM
PIN:	00587 - 0027 LT
Description:	W1/2 LT 6 CON 4 CHATHAM GORE EXCEPT D1265, PT 1 24R810, PT 1 24R1792; SIT CH34427; CHATHAM-KENT
Address:	29993 ARNOLD ROAD WALLACEBURG
PIN:	00586 - 0461 LT
Description:	PART OF LOT 5, CONCESSION 4, GORE OF THE GEOGRAPHIC TOWNSHIP OF CHATHAM, DESIGNATED AS PART 1, 24R9833; MUNICIPALITY CHATHAM-KENT
Address:	CHATHAM
PIN:	00586 - 0462 LT
Description:	EAST 1/2 OF LOT 5, CONCESSION 4, GORE OF THE GEOGRAPHIC TOWNSHIP OF CHATHAM, EXCEPT PART 4, 24R649, PARTS 2, 3 & 5, D1265 AND PART 1, 24R9833; MUNICIPALITY CHATHAM-KENT
Address:	CHATHAM
PIN:	00586 - 0153 LT
Description:	NW1 /4 LT 5 CON 4 CHATHAM GORE EXCEPT PT 3 24R649; CHATHAM-KENT
Address:	CHATHAM
PIN:	00586-0146 LT
Description:	PT LT 3-4 CON 4 CHATHAM GORE AS IN 618816; CHATHAM-KENT
Address:	CHATHAM
PIN:	00586 - 0455 LT
Description:	PART OF LOT 4, CONCESSION 4, GORE OF THE GEOGRAPHIC TOWNSHIP OF CHATHAM, DESIGNATED AS PART 1, 24R9358; MUNICIPALITY CHATHAM-KENT
Address:	CHATHAM
PIN:	00588 - 0073 LT
Description:	PT LT 11 CON 4 CHATHAM GORE AS IN 298304; CHATHAM-KENT
Address:	CHATHAM

<i>PIN:</i>	00587 - 0127 LT
<i>Description:</i>	PART LOT 8, CON 4, CHATHAM GORE, PART 1, PLAN 24R-10491 SIT 295002; MUNICIPALITY CHATHAM-KENT
<i>Address:</i>	WALLACEBURG
<i>PIN:</i>	00587 - 0128 LT
<i>Description:</i>	NW1/4 LT 8 CON 4 CHATHAM GORE, EXCEPT PART 1, PLAN 24R10491; SIT 295002; MUNICIPALITY CHATHAM-KENT
<i>Address:</i>	WALLACEBURG

Legal Description of the Real Property in the Land Registry Office #25 for the Land Titles Division of Lambton

<i>PIN:</i>	43400 - 0125 LT
<i>Description:</i>	PT LT 10 CON 5 SOMBRA AS IN L791935; ST. CLAIR
<i>Address:</i>	9 BUCKINGHAM RD SOMBRA
<i>PIN:</i>	43400 - 0126 LT
<i>Description:</i>	PT LT 10 CON 5 SOMBRA AS IN L 163745; TOWNSHIP OF ST. CLAIR R.R. #2
<i>Address:</i>	PORT LAMBTON
<i>PIN:</i>	43400 - 0124 LT
<i>Description:</i>	PART LOT 10 CONCESSION 5 SOMBRA AS IN L713819; SUBJECT TO L238393; TOWNSHIP OF ST. CLAIR
<i>Address:</i>	939 POINTE LINE PORT LAMBTON
<i>PIN:</i>	43400 - 0122 LT
<i>Description:</i>	PT LT 9 CON 5 SOMBRA AS IN L933905; SIT INTEREST IN L933905; ST. CLAIR
<i>Address:</i>	SOMBRA
<i>PIN:</i>	43400 - 0123 LT
<i>Description:</i>	PT LT 9 CON 5 SOMBRA PT 1, 25R6151; ST. CLAIR
<i>Address:</i>	874 WHITEBREAD LINE

	SOMBRA
<i>PIN:</i>	43400 - 0120 LT
<i>Description:</i>	PT LT 9 CON 5 SOMBRA DESIGNATED PT 1 PLAN 25R9769; ST. CLAIR
<i>Address:</i>	POINTE LINE PORT LAMBTON
<i>PIN:</i>	43400 - 0091 LT
<i>Description:</i>	PT LT 10 CON 6 SOM BRA AS IN L327023; SIT L238666; SIT EXECUTION 95-0000967, IF ENFORCEABLE; ST. CLAIR
<i>Address:</i>	954 POINTE LINE SOMBRA
<i>PIN:</i>	43400 - 0119 LT
<i>Description:</i>	PT LT 9 CON 5 SOMBRA AS IN L712947; ST. CLAIR
<i>Address:</i>	843 POINTE LINE PORT LAMBTON
<i>PIN:</i>	43400 - 0117 LT
<i>Description:</i>	PT LT 8 CON 5 SOMBRA AS IN L732391; ST. CLAIR
<i>Address:</i>	POINTE LINE PORT LAMBTON
<i>PIN:</i>	43400 - 0116 LT
<i>Description:</i>	PT LT 7-8 CON 5 SOM BRA AS IN SO29566 & SO27386 EXCEPT L678801; ST. CLAIR
<i>Address:</i>	698 WHITEBREAD LINE PORT LAMBTON
<i>PIN:</i>	43400 - 0118 LT
<i>Description:</i>	PT LT 8 CON 5 SOMBRA AS IN L678801; ST. CLAIR
<i>Address:</i>	746 WHITEBREAD LINE SOMBRA
<i>PIN:</i>	43400 - 0113 LT
<i>Description:</i>	PT LT 7 CON 5 SOMBRA AS IN L 183457; ST. CLAIR
<i>Address:</i>	623 POINTE LINE SOMBRA
<i>PIN:</i>	43400 - 0114 LT

Description:	PT LT 7 CON 5 SOM BRA AS IN L 180263Y; ST. CLAIR
Address:	SOMBRA
PIN:	43400 - 0115 LT
Description:	PT LT 7 CON 5 SOMBRA AS IN L681410; SIT EXECUTION 99-0000579, IF ENFORCEABLE; ST. CLAIR
Address:	679 POINTE LINE SOMBRA
PIN:	43400 - 0079 LT
Description:	PT LT 7 CON 6 SOMBRA AS IN L 194922; ST. CLAIR
Address:	626 POINTE LINE SOMBRA
PIN:	43400 - 0112 LT
Description:	PT LT 6 CON 5 SOMBRAAS IN L852174; ST. CLAIR
Address:	598 WHITEBREAD LINE PORT LAMBTON
PIN:	43400 - 0075 LT
Description:	PT LT 6 CON 6 SOM BRA AS IN L206066 EXCEPT PT 3, PP1073; ST. CLAIR
Address:	520 POINTE LINE SOMBRA
PIN:	43400 - 0132 LT
Description:	S 112 LT 5 CON 5 SOMBRA MRO; SIT LIFE INTEREST IN L734899; ST. CLAIR
Address:	SOMBRA
PIN:	43400 - 0105 LT
Description:	PT LT 3 CON 5 SOMBRA AS IN L905382 SIT & T/W L905382; ST. CLAIR
Address:	SOMBRA
PIN:	43400 - 0106 LT
Description:	PT LT 4 CON 5 SOMBRA PT 1, 25R3461; ST. CLAIR
Address:	317 POINTE LINE SOMBRA

<i>PIN:</i>	43400 - 0107 LT
<i>Description:</i>	PT LT 4 CON 5 SOMBRA AS IN L262417 EXCEPT PT 1, 25R3461; ST. CLAIR
<i>Address:</i>	SOMBRA
<i>PIN:</i>	43400 - 0108 LT
<i>Description:</i>	PT LT 4-5 CON 5 SOMBRA PT 1, 25R8137 & AS IN L740820 AND L707734 EXCEPT PT 1, 25R6673; SIT INTEREST IN L856269 & L707734; ST. CLAIR
<i>Address:</i>	401 POINTE LINE SOMBRA
<i>PIN:</i>	43400 - 0069 LT
<i>Description:</i>	PT LT 5 CON 6 SOMBRA AS IN L250489; SIT L734195; ST. CLAIR
<i>Address:</i>	416 POINTE LINE SOMBRA
<i>PIN:</i>	43400 - 0070 LT
<i>Description:</i>	PT LT 5 CON 6 SOMBRA AS IN L505796; SIT L734195; ST. CLAIR
<i>Address:</i>	SOMBRA
<i>PIN:</i>	43400 - 0071 LT
<i>Description:</i>	PT LT 5 CON 6 SOMBRA PT 3, 25R5636; SIT INTEREST IN L782903; SIT L732817; ST. CLAIR
<i>Address:</i>	464 POINTE LINE SOMBRA
<i>PIN:</i>	43400 - 0072 LT
<i>Description:</i>	PT LT 5 CON 6 SOMBRA PT 1 & 2, 25R5636; SIT INTEREST IN L676653; SIT L731942; ST. CLAIR
<i>Address:</i>	476 POINTE LINE SOMBRA
<i>PIN:</i>	43400 - 0109 LT
<i>Description:</i>	PT LT 4 CON 5 SOMBRA PT 1, 25R6673; ST. CLAIR
<i>Address:</i>	401 POINTE LINE SOMBRA
<i>PIN:</i>	43400 - 0066 LT

Description:	PT LT 4 CON 6 SOMBRA AS IN L327238; SIT L732818; ST. CLAIR
Address:	312 POINTE LINE SOMBRA
PIN:	43400 - 0067 LT
Description:	PT LT 4 CON 6 SOMBRA AS IN L764209; SIT L732818; ST. CLAIR
Address:	306 POINTE SOMBRA
PIN:	43400 - 0103 LT
Description:	PT LT 3 CON 5 SOMBRA AS IN L762270; SIT DEBTS IN L537755; ST. CLAIR
Address:	251 POINTE LINE SOMBRA
PIN:	43400 - 0101 LT
Description:	PT LT 2 CON 5 SOMBRA AS IN L732903; ST. CLAIR
Address:	SOMBRA
PIN:	43400 - 0083 LT
Description:	PT LT 9 CON 6 SOMBRA AS IN L842813 EXCEPT PT 6-8, 25R2966; S/T L223637, L238397; ST. CLAIR
Address:	845 LAMBTON LINE SOMBRA
PIN:	43400 - 0088 LT
Description:	PT LT 10 CON 6 SOMBRA AS IN L339447; ST. CLAIR
Address:	323 BUCKINGHAM RD PORT LAMBTON
PIN:	43400 - 0084 LT
Description:	PT LT 9 CON 6 SOM BRA AS IN L852107; ST. CLAIR
Address:	832 POINTE LINE SOMBRA
PIN:	43400 - 0085 LT
Description:	PT LT 9 CON 6 SOMBRA PT 1, 25R2579; ST. CLAIR

Address:	802 POINTE LINE SOMBRA
PIN:	43400 - 0086 LT
Description:	PT LT 9 CON 6 SOM BRA AS IN L425261 EXCEPT MRO; SIT L238665; ST. CLAIR
Address:	SOMBRA
PIN:	43400 - 0089 LT
Description:	PT LT 10 CON 6 SOMBRA AS IN L842814; S/T L238665; ST. CLAIR
Address:	SOMBRA
PIN:	43400 - 0090 LT
Description:	PT LT 10 CON 6 SOMBRA AS IN L284326; SIT L238665; ST. CLAIR
Address:	926 POINTE LINE PORT LAMBTON
PIN:	43400 - 0093 LT
Description:	PT LT 9 CON 6 SOMBRA AS IN SO25685 EXCEPT SRO IN L425261; S/T L238665; ST. CLAIR
Address:	SOMBRA
PIN:	43398 - 0102 LT
Description:	PT LT 14 CON 7 SOM BRA AS IN L 180377; ST. CLAIR
Address:	SOMBRA
PIN:	43397 - 0117 LT
Description:	PT LT 12-13 CON 5 SOM BRA AS IN L394869 LYING W OF WEST RIVER RD; ST. CLAIR
Address:	SOMBRA
PIN:	43397 - 0111 LT
Description:	S1/2 LT 11 CON 5 SOM BRA; SIT L238402; ST. CLAIR
Address:	18 BUCKINGHAM RD SOMBRA
PIN:	43397 - 0061 LT
Description:	S1/2 LT 12 CON 6 SOM BRA EXCEPT PP955 & PT 1, 25R3393 LYING W OF WEST RIVER RD; ST. CLAIR

Address:	235 WEST RIVER ROAD PORT LAMBTON
PIN:	43397 - 0062 LT
Description:	S1/2 LT 12 CON 6 SOM BRA EXCEPT PP955 & PT 2, 25R3393 LYING E OF WEST RIVER RD; ST. CLAIR
Address:	PORT LAMBTON
PIN:	43398 - 0109 LT
Description:	PART LOT 11-13 CONCESSION 7 SOMBRA AS IN L766240; SUBJECT TO L766240; EXCEPT THE EASEMENT THEREIN (SECONDLY); SUBJECT TO SO25445; TOWNSHIP OF ST. CLAIR
Address:	117 4 LAMBTON LINE SOMBRA
PIN:	43398 - 0110 LT
Description:	PT LT 12 CON 7 SOMBRA PT 1, 25R6938; T/W L873252; ST. CLAIR
Address:	1122 LAMBTON LINE PORT LAMBTON
PIN:	43397 - 0157 LT
Description:	PT LT 12 CON 6 SOMBRA DESIGNATED PT 1 PLAN 25R9516; ST. CLAIR
Address:	1157 LAMBTON LINE PORT LAMBTON
PIN:	43397 - 0158 LT
Description:	N1/2 OF N1/2 LT 12 CON 6 SOMBRA EXCEPT PTS 13 TO 15 PLAN 25R2968 & PT 1 PLAN 25R9516; SAVE & EXCEPT THE FORCED ROAD; DESCRIPTION MAY NOT BE ACCEPTABLE IN THE FUTURE, RE: FORCED ROAD; ST. CLAIR
Address:	SOMBRA
PIN:	43387 - 0054 LT
Description:	NE1/4 LT 21 CON 6 SOMBRA EXCEPT PP683; ST. CLAIR
Address:	SOMBRA
PIN:	43397 - 0078 LT
Description:	

Address:	PT LT 15 CON 6 SOMBRA AS IN L327254 EXCEPT PT 5 & 7, 25R1837; ST. CLAIR SOMBRA
PIN:	43397 - 0079 LT
Description:	PT LT 15 CON 6 SOMBRA AS IN L929654; ST. CLAIR
Address:	343 KIMBALL RD, RR 5, SOMBRA
PIN:	43397 - 0080 LT
Description:	PT LT 15 CON 6 SOMBRA AS IN L475425; ST. CLAIR
Address:	321 KIMBALL RD SOMBRA
PIN:	43397 - 0081 LT
Description:	PT LT 15 CON 6 SOMBRA AS IN L660956; ST. CLAIR
Address:	SOMBRA
PIN:	43398 - 0091 LT
Description:	PT LT 13 CON 7 SOMBRA AS IN L404944 EXCEPT 25R2009; ST. CLAIR
Address:	SOMBRA
PIN:	43398 - 0092 LT
Description:	PT LT 13 CON 7 SOMBRA AS IN L891762; S/T INTEREST OF THE MUNICIPALITY; ST. CLAIR
Address:	466 EAST RIVER RD SOMBRA
PIN:	43398 - 0093 LT
Description:	PT LT 13 CON 7 SOMBRA AS IN L777963 (FIRSTLY); EXCEPT PT 1, 25R7038; TOWNSHIP OF ST. CLAIR
Address:	PORT LAMBTON
PIN:	43398 - 0094 LT
Description:	PT LT 13 CON 7 SOMBRA PT 1, 25R7038;; TOWNSHIP OF ST. CLAIR
Address:	448 EAST RIVER RD PORT LAMBTON
PIN:	43398 - 0095 LT

Description:	PT LT 13 CON 7 SOM BRA AS IN L863652; EXCEPT THE EASEMENT THEREIN; ST. CLAIR
Address:	404 EAST RIVER RD SARNIA
PIN:	43398 - 0096 LT
Description:	PT LT 13 CON 7 SOMBRA AS IN L704123; SIT INTEREST IN L704123; EXCEPT L686381, L777963; DESCRIPTION MAY NOT BE ACCEPTABLE IN FUTURE AS IN L704123; ST. CLAIR
Address:	1256 LAMBTON LINE SOMBRA
PIN:	43398 - 0097 LT
Description:	PT LT 13 CON 7 SOMBRA AS IN L242598; ST. CLAIR
Address:	1258 LAMBTON LINE PORT LAMBTON
PIN:	43398 - 0098 LT
Description:	PT LT 13 CON 7 SOMBRA AS IN L264189; ST. CLAIR
Address:	1262 LAMBTON LINE PORT LAMBTON
PIN:	43398 - 0112 LT
Description:	PT LT 13 CON 7 SOMBRA AS IN L777963 (SECONDLY);; TOWNSHIP OF ST. CLAIR
Address:	PORT LAMBTON
PIN:	43397 - 0115 LT
Description:	PT LT 12-13 CON 5 SOMBRA AS IN L795532 LYING W OF WEST RIVER RD; ST. CLAIR
Address:	SOMBRA
PIN:	43397 - 0074 LT
Description:	NE114 LT 14 CON 6 SOMBRA EXCEPT PT 5 TO 7, 25R2968; TOWNSHIP OF ST. CLAIR
Address:	1351 LAMBTON LINE SOMBRA
PIN:	43397 - 0056 LT

Description:	S112 LT 11 CON 6 SOMBRA EXCEPT PT 1, 25R8603; ST. CLAIR
Address:	1068 POINTE LINE SOMBRA
PIN:	43397 - 0057 LT
Description:	PT LT 11 CON 6 SOMBRA PT 1, 25R8603; ST. CLAIR
Address:	1068 POINTE LINE PORT LAMBTON
PIN:	43398 - 0100 LT
Description:	PT LT 14 CON 7 SOMBRA AS IN L932702; SIT SO27529; ST. CLAIR
Address:	SOMBRA
PIN:	43398 - 0101 LT
Description:	PT LT 14 CON 7 SOMBRA PT 1, 25R7211; ST. CLAIR
Address:	1314 LAMBTON LINE SOMBRA
PIN:	43398 - 0088 LT
Description:	PT LT 12 CON 7 SOMBRA AS IN L678901; SIT SO25444; ST. CLAIR
Address:	485 EAST RIVER RD SOMBRA
PIN:	43398 - 0089 LT
Description:	PT LT 12 CON 7 SOMBRA AS IN L673645; ST. CLAIR
Address:	484 EAST RIVER RD SOMBRA
PIN:	43397 - 0053 LT
Description:	PT LT 11 CON 6 SOMBRA AS IN L729151; ST. CLAIR
Address:	SOMBRA
PIN:	43398 - 0087 LT
Description:	PT LT 11-12 CON 7 SOMBRA AS IN L251750 & L516206; EXCEPT PT 1, 25R743 & PT 3, 25R3968; SIT INTEREST IN THE MUNICIPALITY; ST. CLAIR
Address:	557 EAST RIVER ROAD

	SOMBRA
<i>PIN:</i>	43397 - 0119 LT
<i>Description:</i>	PT LT 12-13 CON 5 SOMBRA AS IN L836050 LYING W OF WEST RIVER RD; SIT L238664; ST.CLAIR
<i>Address:</i>	SOMBRA
<i>PIN:</i>	43397 - 0076 LT
<i>Description:</i>	PT LT 15 CON 6 SOMBRA AS IN L511020 EXCEPT PT 3, 25R1837; SIT THE RIGHTS OF OWNERS OF ADJOINING PARCELS, IF ANY, UNDER L896549; ST. CLAIR
<i>Address:</i>	SOMBRA
<i>PIN:</i>	43398 - 0105 LT
<i>Description:</i>	S112 OF S112 LT 15 CON 7 SOMBRA EXCEPT PT 1 RD171; ST. CLAIR
<i>Address:</i>	SOMBRA
<i>PIN:</i>	43397 - 0065 LT
<i>Description:</i>	PT LT 12 CON 6 SOMBRA PT 1, 25R3393 S/T INTEREST IN L550338; ST. CLAIR
<i>Address:</i>	SOMBRA
<i>PIN:</i>	43397 - 0066 LT
<i>Description:</i>	PT LT 12 CON 6 SOMBRA PT 2, 25R3393 S/T INTEREST IN L550338; ST. CLAIR
<i>Address:</i>	SOMBRA
<i>PIN:</i>	43397 - 0070 LT
<i>Description:</i>	PT LT 13 CON 6 SOMBRA AS IN L491213 EXCEPT PT 1 & 2, 25R8719; ST. CLAIR
<i>Address:</i>	SOMBRA
<i>PIN:</i>	43397 - 0059 LT
<i>Description:</i>	PT LT 12 CON 6 SOMBRA AS IN L898074; ST. CLAIR
<i>Address:</i>	339 WEST RIVER RD SOMBRA
<i>PIN:</i>	43397 - 0060 LT
<i>Description:</i>	

<i>Address:</i>	S1/2 OF N1/2 LT 12 CON 6 SOMBRA EXCEPT L590090 & PP955; ST. CLAIR 301 WEST RIVER RD SOMBRA
<i>PIN:</i>	43397 - 0073 LT
<i>Description:</i>	PT LT 13-14 CON 6 SOMBRA AS IN L648841 SIT DEBTS IN L648841; SIT SO27559; ST. CLAIR
<i>Address:</i>	358 EAST RIVER RD SOMBRA
<i>PIN:</i>	43397 - 0090 LT
<i>Description:</i>	PT LT 16 CON 6 SOMBRA PT 1,2 25R3304; TOWNSHIP OF ST. CLAIR
<i>Address:</i>	PORT LAMBTON
<i>PIN:</i>	43397 - 0091 LT
<i>Description:</i>	W1/2 OF S1/2 LT 16 CON 6 SOMBRA EXCEPT 25R3304; TOWNSHIP OF ST. CLAIR
<i>Address:</i>	PORT LAMBTON
<i>PIN:</i>	43400 - 0081 LT
<i>Description:</i>	PT LT 8 CON 6 SOMBRA AS IN L832809; S/T DEBTS IN L556813; S/T L223636, L238383;ST.CLAIR
<i>Address:</i>	739 LAMBTON LINE SOMBRA
<i>PIN:</i>	43397 - 0110 LT
<i>Description:</i>	N1/2 LT 11 CON 5 SOMBRA; SIT L238400; ST. CLAIR
<i>Address:</i>	1037 POINTE LINE SOMBRA
<i>PIN:</i>	43387 - 0053 LT
<i>Description:</i>	PT LT 21 CON 6 SOMBRA AS IN L685560; EXCEPT PP683; TOWNSHIP OF ST. CLAIR
<i>Address:</i>	SOMBRA
<i>PIN:</i>	43397 - 0107 LT
<i>Description:</i>	PT LT 20 CON 6 SOMBRA AS IN L891790; ST. CLAIR

Address:	PORT LAMBTON
PIN:	43397 - 0108 LT
Description:	PT LT 20 CON 6 SOMBRA AS IN L629771; ST. CLAIR
Address:	303 PRETTY RD SOMBRA
PIN:	43397 - 0109 LT
Description:	S1/2 LT 20 CON 6 SOMBRA; ST. CLAIR
Address:	SOMBRA
PIN:	43397 - 0068 LT
Description:	PT LT 13 CON 6 SOMBRA AS IN L340088 EXCEPT L501086 SIT L340088; ST. CLAIR
Address:	SOMBRA
PIN:	43397 - 0054 LT
Description:	PT LT 11 CON 6 SOMBRA AS IN SO26571 EXCEPT PT 17 25R2968 & L486678; ST. CLAIR
Address:	SOMBRA
PIN:	43397 - 0055 LT
Description:	PT LT 11 CON 6 SOMBRA AS IN L486678 EXCEPT PT 16, 25R2968; ST. CLAIR
Address:	1079 LAMBTON LINE SOMBRA
PIN:	43400 - 0087 LT
Description:	PT LT 10 CON 6 SOMBRA AS IN L486679; ST. CLAIR
Address:	949 LAMBTON LINE SOMBRA
PIN:	43344 - 0121 LT
Description:	N 1 /2 OF W1 /2 LT 4 CON 11 BROOKE SIT L501770, L632688; BROOKE-ALVINSTON
Address:	ALVINSTON
PIN:	43344 - 0123 LT
Description:	E1/2 LT 4 CON 11 BROOKE; S/T BR20114; BROOKE-ALVINSTON

Address:	6562 PETROLIA LINE ALVINSTON
PIN:	43344 - 0125 LT
Description:	W1/2 LT 5 CON 11 BROOKE; S/T BR20062; BROOKE-ALVINSTON
Address:	6626 PETROLIA LINE ALVINSTON
PIN:	43344 - 0126 LT
Description:	E1/2 LT 5 CON 11 BROOKE; PT LT 6 CON 11 BROOKE AS IN L915366; SIT INTEREST IN L915366; S/T BR20063; BROOKE-ALVINSTON
Address:	6680 PETROLIA LINE ALVINSTON
PIN:	43344 - 0127 LT
Description:	PT LT 6 CON 11 BROOKE AS IN L810211; SIT BR20063; BROOKE- ALVINSTON
Address:	6746 PETROLIA LINE ALVINSTON
PIN:	43344 - 0107 LT
Description:	PT LT 5 CON 12 BROOKE AS IN L762632; BROOKE-ALVINSTON
Address:	6683 LA SALLE LINE ALVINSTON
PIN:	43344 - 0109 LT
Description:	NW1/4 LT 6 CON 12 BROOKE; BROOKE-ALVINSTON
Address:	SOMBRA
PIN:	43376 - 0111 LT
Description:	NW1/4 LT 13 CON 10 DAWN; W1/2 LT 14 CON 10 DAWN; DAWN- EUPHEMIA
Address:	354 GOULD RD ALVINSTON
PIN:	43462 - 0277 LT
Description:	PT LT 49-50 CON FRONT MOORE PT 1, 25R3764; SIT L 185868, L 185871, L590323, L712975;ST.CLAIR

Address:	MOORETOWN
PIN:	43462 - 0276 LT
Description:	PT LT 49-52 CON FRONT MOORE PT 2, 25R3638 & PT 1, 25R3727; SIT L216463, L590324,L712976;ST.CLAIR
Address:	MOORETOWN
PIN:	43462 - 0292 LT
Description:	LT 3 PL 698; S/T L580374; ST. CLAIR
Address:	190 ROKEBY LINE SOMBRA
PIN:	43462 - 0291 LT
Description:	LT 2 PL 698; S/T L580374; ST. CLAIR
Address:	188 ROKEBY LINE SOMBRA
PIN:	43462 - 0290 LT
Description:	LT 1 PL 698; S/T L580374; ST. CLAIR
Address:	184 ROKEBY LINE SOMBRA
PIN:	43462 - 0293 LT
Description:	LT 4 PL 698; S/T L580374; SIT EXECUTION 02-0000085, IF ENFORCEABLE; ST. CLAIR
Address:	194 ROKEBY LINE SOMBRA
PIN:	43462 - 0289 LT
Description:	PT LT 49 CON FRONT MOORE AS IN L755890; ST. CLAIR
Address:	182 ROKEBY LINE SOMBRA
PIN:	43462 - 0288 LT
Description:	PT LT 49 CON FRONT MOORE AS IN L656339; ST. CLAIR
Address:	176 ROKEBY LINE CORUNNA
PIN:	43377 - 0053 LT

Description:	PT LT 25 CON 10 DAWN AS IN L878370, S/T INTEREST IN L878370; S/T EXECUTION 04-0000055, IF ENFORCEABLE; S/T EXECUTION 95-0000557, IF ENFORCEABLE; S/T EXECUTION 95-0001089, IF ENFORCEABLE; S/T EXECUTION 98-0000624, IF ENFORCEABLE; DAWN-EUPHEMIA
Address:	MOORETOWN
PIN:	43462 - 0294 LT
Description:	LT 5 PL 698; S/T L580374; TOWNSHIP OF ST. CLAIR
Address:	198 ROKEBY LINE MOORETOWN
PIN:	43400 - 0134 LT
Description:	PT LT 8 CON 6 SOMBRA AS IN L533521; SIT L216167; ST. CLAIR
Address:	SOMBRA
PIN:	43400 - 0135 LT
Description:	PT LT 8 CON 6 SOMBRA AS IN L666497; S/T L216167; ST. CLAIR
Address:	SOMBRA
PIN:	43400 - 0136 LT
Description:	PART LOT 3 CONCESSION 5 SOM BRA AS PARTS 1, 2 AND 4 PLAN 25R10769; TOWNSHIP OF ST. CLAIR
Address:	SOMBRA
PIN:	43400 - 0137 LT
Description:	PART LOTS 3 AND 4 CONCESSION 5 SOMBRA AS IN L853633 EXCEPT PART 1 PLAN 25R8137, L905382 AND PARTS 1, 2 AND 4 PLAN 25R10769; TOWNSHIP OF ST. CLAIR
Address:	SOMBRA

SCHEDULE “D”
CLAIMS AND ENCUMBRANCES TO BE VESTED FROM ONTARIO’S PERSONAL
PROPERTY REGISTRY SYSTEM

1. All Claims and Encumbrances under the *Personal Property Security Act* (Ontario):

Secured Party	Debtor(s)	Collateral Class.						File No.	Reg. No.
		CG	I	E	A	O	MV		
NRG CORP.	CLEARBEACH RESOURCES INC.					X		762457851 <i>PPSA</i>	20200605 1549 1590 5098 Reg. 3 year(s) Expires 06/05/2023
		General Collateral Description: ALL OIL AND GAS WELL LICENCES ACQUIRED BY 2661031 ONTARIO INC. FROM THE SECURED PARTY PURSUANT TO AN ASSET PURCHASE AGREEMENT DATED OCTOBER 31, 2018, AND SUBSEQUENTLY ASSIGNED TO THE DEBTOR.							
Secured Party	Debtor(s)	Collateral Class.						File No.	Reg. No.
		CG	I	E	A	O	MV		
CRICH HOLDINGS AND BUILDINGS LIMITED	CLEARBEACH RESOURCES INC.		X	X	X	X	X	745857855 <i>PPSA</i>	20181114 1623 1590 3234 Reg. 7 year(s) Expires 11/14/2025
		No Fixed Maturity Date							
Secured Party	Debtor(s)	Collateral Class.						File No.	Reg. No.
		CG	I	E	A	O	MV		
FORD CREDIT CANADA COMPANY	CLEARBEACH RESOURCES INC.			X		X	X	739480932 <i>PPSA</i>	20180517 1330 4085 3900 Reg. 04 year(s) Expires 05/17/2022
		No Fixed Maturity Date 2018 FORD F150 (VIN: 1FTFW1E58JKE09761)							

Secured Party	Debtor(s)	Collateral Class.						File No.	Reg. No.
		CG	I	E	A	O	MV		
FORD CREDIT CANADA COMPANY	CLEARBEACH RESOURCES INC.			X		X	X	738220212 <i>PPSA</i>	20180412 1933 1531 9917 Reg. 4 year(s) Expires 04/12/2022
		No Fixed Maturity Date 2018 FORD F150 (VIN: 1FTEX1EB9JFA24362)							

Secured Party	Debtor(s)	Collateral Class.						File No.	Reg. No.
		CG	I	E	A	O	MV		
PACE SAVINGS & CREDIT UNION LIMITED	LIBERTY OIL & GAS LTD.			X	X			736444368 PPSA	20180213 1123 1862 6089 Reg. 5 year(s) Expires 02/13/2023
		General Collateral Description: GUARANTEE OF THE OBLIGATIONS OF ON-ENERGY CORP.							
	LIBERTY OIL & GAS LTD. ON-ENERGY CORP.							736444368	20190829 1432 1793 9316 A AMNDMNT
		Reason for Amendment: AMENDED TO (1) CHANGE THE NAME OF THE DEBTOR FROM "LIBERTY OIL & GAS LTD." TO "ON-ENERGY CORP." PURSUANT TO ARTICLES OF AMALGAMATION AND (2) REMOVE THE GENERAL COLLATERAL DESCRIPTION FROM REGISTRATION NO. 20180213 1123 1862 6089							
	ON-ENERGY CORP. CLEARBEACH RESOURCES INC.							736444368	20191217 1115 1793 4706 A AMNDMNT
		Reason for Amendment: AMENDED TO RECORD THE AMALGAMATION OF THE DEBTOR AND CLEARBEACH RESOURCES INC. TO CONTINUE AS CLEARBEACH RESOURCES INC. PURSUANT TO A CERTIFICATE OF ARTICLES OF AMALGAMATION DATED AUGUST 31, 2019							
PACE SAVINGS & CREDIT UNION LIMITED (Assignor) OIL PATCH SERVICES INC. (Assignee)	CLEARBEACH RESOURCES INC.							736444368	20210603 1512 9234 7425 D ASSGNMT

Secured Party	Debtor(s)	Collateral Class.						File No.	Reg. No.
		CG	I	E	A	O	MV		
PACE SAVINGS & CREDIT UNION LIMITED	LIBERTY OIL & GAS LTD.		X	X	X	X		736444305 PPSA	20180213 1121 1862 6087 Reg. 5 year(s) Expires 02/13/2023
		General Collateral Description: GENERAL SECURITY AGREEMENT AND DEMAND DEBENTURE AS ADDITIONAL SECURITY TO THE GUARANTEE IN RELATION TO THE LOAN MADE BY THE SECURED PARTY TO ON-ENERGY CORP.							
	LIBERTY OIL & GAS LTD. ON-ENERGY CORP.		X	X	X	X	X	736444305	20190829 1433 1793 9317 A AMNDMNT
		Reason for Amendment: AMENDED TO (1) CHANGE THE NAME OF THE DEBTOR FROM "LIBERTY OIL & GAS LTD." TO "ON-ENERGY CORP." PURSUANT TO ARTICLES OF AMALGAMATION, (2) UPDATE THE COLLATERAL CLASSIFICATION AND (3) REMOVE THE GENERAL COLLATERAL DESCRIPTION FROM REGISTRATION NO. 20180213 1121 1862 6087							
	ON-ENERGY CORP. CLEARBEACH RESOURCES INC.							736444305	20191217 1406 1462 1780 A AMNDMNT
		Reason for Amendment: AMENDED TO RECORD THE AMALGAMATION OF THE DEBTOR AND CLEARBEACH RESOURCES INC. TO CONTINUE AS CLEARBEACH RESOURCES INC. PURSUANT TO A CERTIFICATE OF ARTICLES OF AMALGAMATION DATED AUGUST 31, 2019							
PACE SAVINGS & CREDIT UNION LIMITED (Assignor) OIL PATCH	CLEARBEACH RESOURCES INC.							736444305	20210603 1511 9234 7423 D ASSGNMT

SERVICES INC. (Assignee)										
Secured Party	Debtor(s)	Collateral Class.						File No.	Reg. No.	
		CG	I	E	A	O	MV			
PACE SAVINGS & CREDIT UNION LIMITED	LIBERTY OIL & GAS LTD.		X	X	X	X		719404317 PPSA	20160809 0938 1862 3132 Reg. 7 year(s) Expires 08/09/2023	
	LIBERTY OIL & GAS LTD. ON-ENERGY CORP.		X	X	X	X	X	719404317	20190829 1434 1793 9318 A AMNDMNT	
		Reason for Amendment: AMENDED TO (1) CHANGE THE NAME OF THE DEBTOR FROM "LIBERTY OIL & GAS LTD." TO "ON-ENERGY CORP." PURSUANT TO ARTICLES OF AMALGAMATION AND (2) UPDATE THE COLLATERAL CLASSIFICATION								
	ON-ENERGY CORP. CLEARBEACH RESOURCES INC.							719404317	20191217 1406 1462 1781 A AMNDMNT	
		Reason for Amendment: AMENDED TO RECORD THE AMALGAMATION OF THE DEBTOR AND CLEARBEACH RESOURCES INC. TO CONTINUE AS CLEARBEACH RESOURCES INC. PURSUANT TO A CERTIFICATE OF ARTICLES OF AMALGAMATION DATED AUGUST 31, 2019								
PACE SAVINGS & CREDIT UNION	CLEARBEACH RESOURCES INC.							719404317	20210603 1510 9234 7420	

LIMITED (Assignor)																			D ASSGNMT
OIL PATCH SERVICES INC. (Assignee)																			
Secured Party	Debtor(s)	Collateral Class.						File No.	Reg. No.										
		CG	I	E	A	O	MV												
PACE SAVINGS & CREDIT UNION LIMITED	ON-ENERGY CORP.		X	X	X	X		697869423 <i>PPSA</i>	20140710 1025 1862 6068 Reg. 7 year(s) Expires 07/10/2021										
	ON-ENERGY CORP.		X	X	X	X	X	697869423	20190829 1436 1793 9321 A AMNDMNT										
		Reason for Amendment: AMENDED TO (1) UPDATE THE COLLATERAL CLASSIFICATION AND (2) UPDATE THE DEBTOR'S ADDRESS																	
	ON-ENERGY CORP. CLEARBEACH RESOURCES INC.							697869423	20191217 1406 1462 1784 A AMNDMNT										
		Reason for Amendment: AMENDED TO RECORD THE AMALGAMATION OF THE DEBTOR AND CLEARBEACH RESOURCES INC. TO CONTINUE AS CLEARBEACH RESOURCES INC. PURSUANT TO A CERTIFICATE OF ARTICLES OF AMALGAMATION DATED AUGUST 31, 2019																	
PACE SAVINGS & CREDIT UNION LIMITED	CLEARBEACH RESOURCES INC.							697869423	20210603 1509 9234 7419										

**IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED
AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF CLEARBEACH RESOURCES INC. AND FORBES
RESOURCES CORP.**

Court File No.: CV-21-00662483-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

Proceedings Commenced in Toronto

APPROVAL AND VESTING ORDER

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