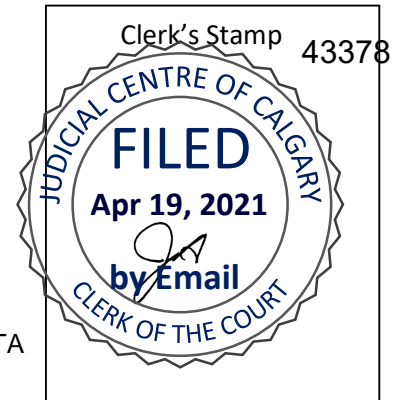


**ENTERED**

**MNP**  
LTD

COURT FILE NO. 1501-12220  
DATE APRIL 19, 2021  
COURT COURT OF QUEEN'S BENCH OF ALBERTA  
JUDICIAL CENTRE CALGARY  
APPLICANT **ALBERTA TREASURY BRANCHES**  
RESPONDENTS **COGI LIMITED PARTNERSHIP, CANADIAN OIL & GAS INTERNATIONAL INC., CONSERVE OIL GROUP INC. AND CONSERVE OIL 1<sup>ST</sup> CORPORATION**  
DOCUMENT **SEVENTEENTH REPORT OF THE RECEIVER**



COM  
April 27, 2021  
Justice Neufeld

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

Receiver and Manager  
MNP Ltd.  
1500, 640 – 5 Avenue SW  
Calgary, AB T2P 3G4  
Attn: Victor P. Kroeger  
Phone: 403.298.8479  
Email: [victor.kroeger@mnp.ca](mailto:victor.kroeger@mnp.ca)

Legal Counsel to Receiver and Manager  
G. Brian Davison, Q.C.  
DLA Piper (Canada) LLP  
Barristers and Solicitors  
1000 250 2 St. S.W.  
Phone: 403.294-3590  
Fax: 403-213-4481  
Email: [brian.davison@dlapiper.com](mailto:brian.davison@dlapiper.com)  
File No.: 16155-00002

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**BESTEMPLOYER**  
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LICENSED INSOLVENCY TRUSTEES  
1500, 640 - 5TH AVENUE SW, CALGARY AB, T2P 3G4  
1.877.500.0792 T: 403.538.3187 F: 403.537.8437 [MNPdebt.ca](http://MNPdebt.ca)

## APPENDICES

Appendix A	German entities organizational structure
Appendix B	Paragraph 12 to 21 of the Receiver's Ninth Report
Appendix C	December 22, 2020 Holdco Shares' Sales Process
Appendix D	Can Direct Inter GmbH redacted offer to purchase
Appendix E	DEL Canada GP Ltd. redacted offer to purchase

## **INTRODUCTION AND BACKGROUND**

1. Pursuant to an October 26, 2015 Court of Queen's Bench of Alberta Order (the "**Receivership Order**"), MNP Ltd. (the "**Receiver**") was appointed as receiver and manager of COGI Limited Partnership ("**COGI LP**"), its general partner Canadian Oil & Gas International Inc. ("**COGI Inc.**") and Conserve Oil Group Inc. ("**Conserve**"). On November 10, 2015, pursuant to an Order of Justice Jeffrey, the Receiver's powers were expanded to include powers to manage a number of Conserve's subsidiaries.
2. On January 6, 2016, MNP was further appointed receiver and manager of the assets and undertakings of Conserve Oil 1<sup>st</sup> Corporation ("**COC1**" and together with COGI LP, COGI Inc. and Conserve, "**COGI**" or the "**Company**").
3. COGI LP is a limited partnership formed pursuant to the laws of the province of Alberta. COGI Inc. is the general partner of COGI LP.
4. Conserve is a private company and the 100% shareholder of COGI Inc. as well as a number of other companies.
5. This is the Receiver's seventeenth report to the Court (the "**Seventeenth Report**"), which should be read in conjunction with the Receiver's prior reports, and the Receiver's Ninth Report that was filed on February 7, 2018 in particular. Capitalized terms not defined herein are as defined in the prior Reports or the Receivership Order. All references to currency are in Canadian dollars unless otherwise stated.
6. Copies of the relevant documents relating to these proceedings are available on the Receiver's website at <https://mnpdebt.ca/en/corporate/corporate-engagements/conserve-oil-group-inc-cogi-lp-canadian-oil-gas-international-conserve-oil-1st-corporation-rcvr>.

## **REPORT LIMITATIONS**

7. In preparing the Seventeenth Report and in making comments herein, the Receiver has been provided with, and has relied upon, certain unaudited, draft and/or internal financial information of the Company, books and records of the Company, and information from other third-party sources (collectively, the "Information"). The Receiver has not audited, reviewed or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would wholly or partially comply with generally accepted assurance standards or other standards established by the Chartered Professional Accountants of Canada (the "Standards"). Additionally, none of the Receiver's procedures were intended to disclose defalcations or other irregularities. If the Receiver were to perform additional procedures or to undertake an audit examination of the information in accordance with the Standards, additional matters may have come to the Receiver's attention. Accordingly, the Receiver does not express an opinion, nor does it provide any other form of assurance on the financial or other information presented herein. The Receiver may refine or alter its observations as further information is obtained or brought to its attention after the date of this report.
8. The Receiver assumes no responsibility or liability for any loss of damage occasioned by any party as a result of the use of the Seventeenth Report. Any use, which any party makes of this report, or any reliance or decision to be made based on this report, is the sole responsibility of such party.

## PURPOSE OF THE REPORT

9. The purpose of the Seventeenth Report is to provide this Honourable Court with the Receiver's comments and information in respect of the Receiver's application:
- (a) for approval of the sale of Conserve's 100% interest in the following entities resident in the Republic of Germany:
- POC Management Holdings GmbH;  
POC GmbH; and  
POC Energy Solutions GmbH.
- (collectively the "**German Holdcos**"); and
- (b) to seal the Confidential Supplement to the Seventeenth Report (the "**Confidential Supplement**").

## THE GERMAN HOLDCOS

10. COGI LP is a partnership formed pursuant to the laws of Alberta whose general partner is COGI Inc. COGI LP's limited partners are a group of several limited partnerships formed in Germany pursuant to the laws of Germany (each a "**KG**").
11. The limited partners of COGI LP total between 14,000 and 18,000 German investors (the "**Investors**") who invested approximately 335,189,000 Euros. Net of repayments made by COGI Inc. prior to the Receivership Order, the Investors have suffered a loss of approximately 257,719,000 Euros
12. Conserve owns 100% of the shares of the German Holdcos. In turn, the German Holdcos, own all of the outstanding shares of each of the KG's general partners. A copy of the organizational structure related to the German entities that was prepared by counsel to the Receiver, is attached as **Appendix "A"** to this Report.
13. The Receiver understands that the administrative, accounting and investor relation functions of the KG's were performed by the German Holdcos. Until February 2017, Monika Galba ("**Ms. Galba**") was the managing director of the German Holdcos and was familiar with the business and financial affairs of the German Holdcos, as well as the KGs.
14. The Receiver understands there is litigation underway in Germany between the Investors, and Ms. Galba and Ms. Galba's company Can Direct Inter GmbH
15. Ms. Galba and the Investors are the parties most interested in acquiring the Holdco Shares.
16. The Receiver has not been involved in the day to day activities of the German Holdcos and has received limited financial information about the German Holdcos.

## SALES PROCESS

17. In paragraph's 12 to 21 of the Receiver's Ninth Report the Receiver outlined its intention to sell the shares of the German Holdcos ("**Holdco Shares**") to POC Holding GmbH ("**POC**"), on behalf of the Investors. Paragraphs 12 to 21 of the Receiver's Ninth Report are reproduced in the attached **Appendix "B"**. At that time the Receiver thought POC was the only potential purchaser. However,

at the application on February 13, 2018, counsel to Ms. Galba indicated she was also interested in making an offer to acquire the Holdco Shares.

18. As a result of the expression of interest from Ms. Galba, the Receiver adjourned the application *sine die* and agreed to give notice to counsel for Ms. Galba and counsel for POC of the Receiver's intention to sell the Holdco Shares, and to give each an opportunity to submit an offer to acquire same.
19. The Receiver is reasonably confident that Mrs. Galba and the Investors are the only potential purchasers of the Holdco Shares.
20. On December 22, 2020, The Receiver provided a letter to counsel for Ms. Galba and counsel to POC, outlining the Holdco Shares' sale process, a copy of which is attached as **Appendix "C"** to this Report.
21. On February 1, 2021, the Receiver received offers to acquire the Holdco Shares from Can Direct Inter GmbH, (the "**Can Direct Offer**") a company in which Ms. Galba is the managing director, and **DEL Canada GP Ltd.** (the "**DEL Offer**") a company in which the Investors have an ownership interest. Copies of the Can Direct Offer and the DEL Offer, redacted for the purchase price, are attached as **Appendix "D"** and **Appendix "E"** respectively to this Report.
22. We have been provided with financial statements for the German Holdcos from Frank Lehmann, the German Holdcos German tax lawyer ("**Mr. Lehman**"), attaching financial statements for the German Holdcos for the year ended December 31, 2019 (the "Holdco Financial Statements"). The Holdco Financial Statements indicate that the Holdco Shares have little to no economic value.
23. We are advised by Mr. Lehman that in Germany financial information is confidential and that the directors of a German enterprise may be personally liable should this information become public. Therefore, we have not included the Holdco Financial Statements in our report.
24. Mr. Lehman further advises that since the December 31, 2019, the German Holdcos' financial status has not significantly changed and that none of the German Holdcos had any operations and therefore did not generate any revenues.
25. The Receiver reviewed the Can Direct Offer and the DEL Offer and while both offers were substantively the same the Receiver accepted the DEL Offer as it provides a significantly higher purchase price for the Holdco Shares.
26. The only remaining condition to close the DEL Offer is Court approval.

#### **SEALING ORDER APPLICATION**

27. At the hearing of its application, the Receiver is seeking to seal the Confidential Supplement to the Receiver's Seventeenth Report until the DEL Offer closes or until further Order of this Honourable Court. The Receiver is of the view that the disclosure of the purchase price in the two offers may be detrimental in the event that the DEL Offer does not close and additional marketing of the Holdco Shares is required. The only information in relation to which the Sealing Order is being sought is the purchase price under the two offers and there are no reasonable alternative measures to sealing this information. The Receiver is of the view that, if the requested Sealing Order is not granted, recoveries may be reduced should a subsequent marketing process be required.

#### **CONCLUSION**

28. Based upon the foregoing, the Receiver seeks the Court's approval for the following:

- (a) an Order approving the DEL Offer, subject to the terms of the Approval and Vesting Order which may be granted by the Court; and
- (b) an order sealing the Confidential Supplement until 10 days have elapsed from the day the Receiver delivers Receiver's Certificates confirming the closing of the sale of the Holdco Shares to DEL.

All of which is respectfully submitted this 19th day of April, 2021.

**MNP Ltd.**

In its capacity as Receiver-Manager of  
COGI Limited Partnership, Canadian Oil & Gas International Inc.,  
Conserve Oil Group Inc. and Conserve Oil 1st Corporation and  
not in its personal capacity



Per: \_\_\_\_\_  
Victor P. Kroeger, CIRP, LIT, CPA, CA, CFE  
Senior Vice President

## APPENDIX "A"



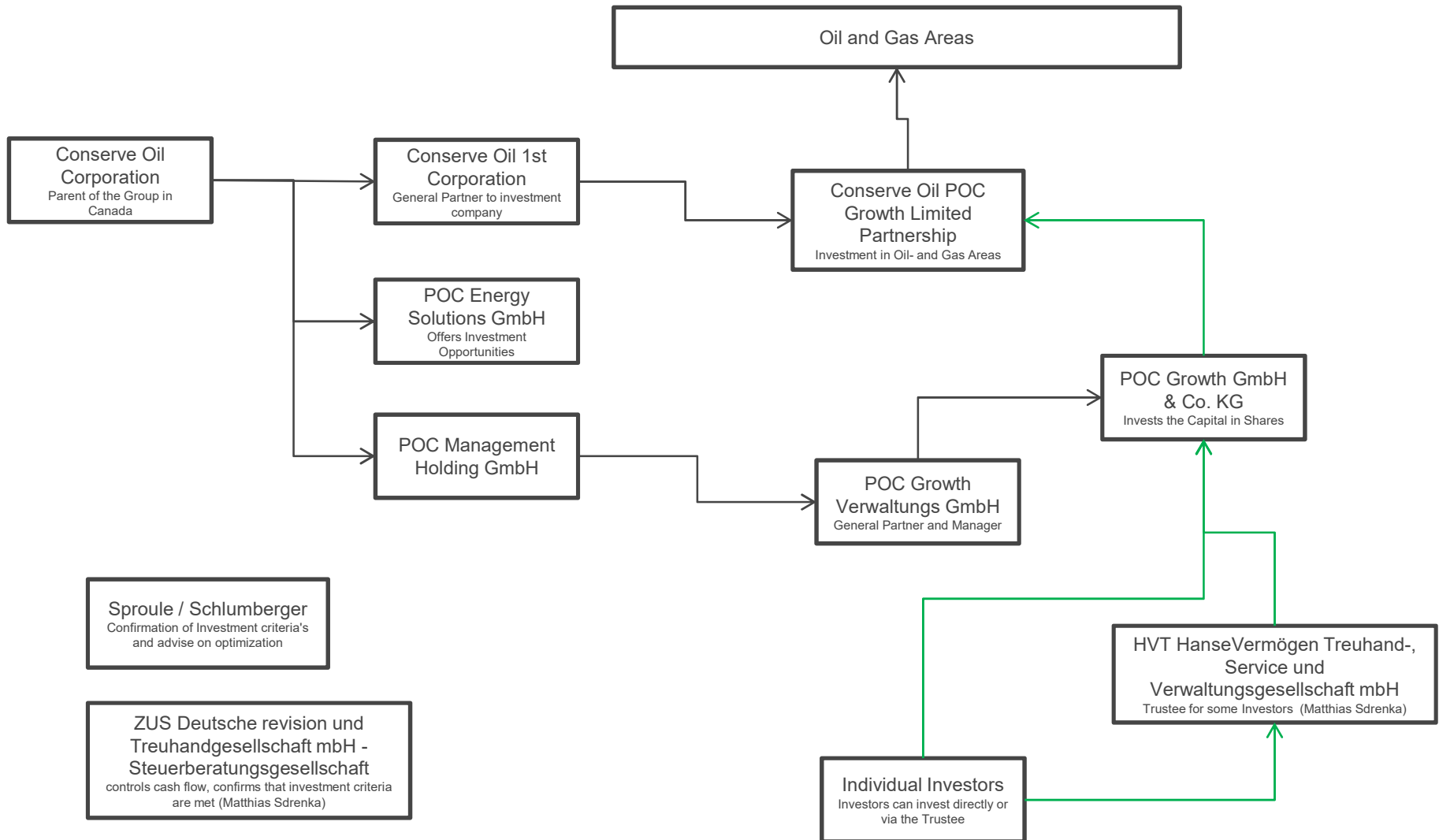
## **German Overview POC - DRAFT**

Status as per 18 November 2015

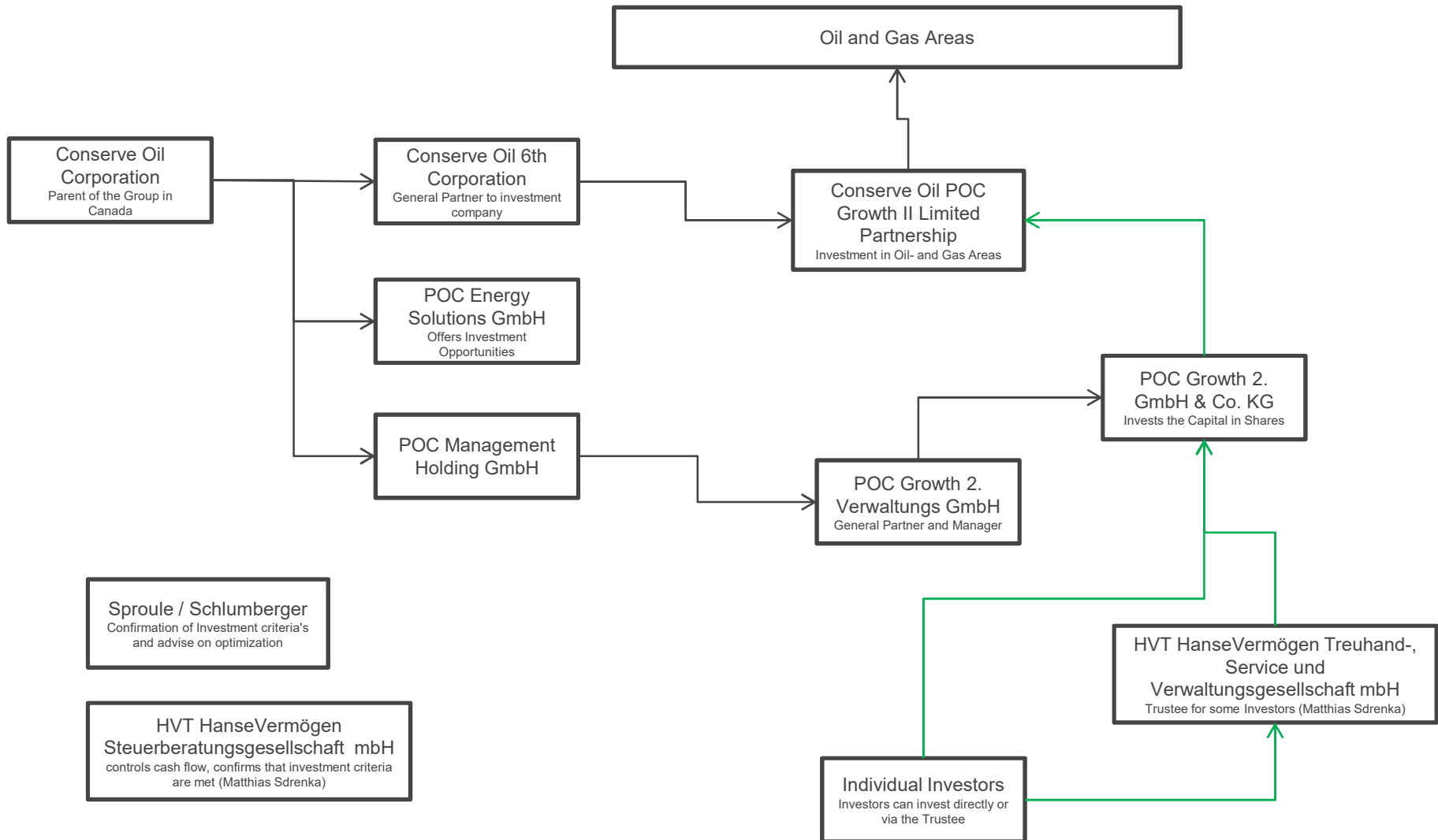
Green: Cash Flow and Shareholder Relationship  
Black: Shareholder Relationship



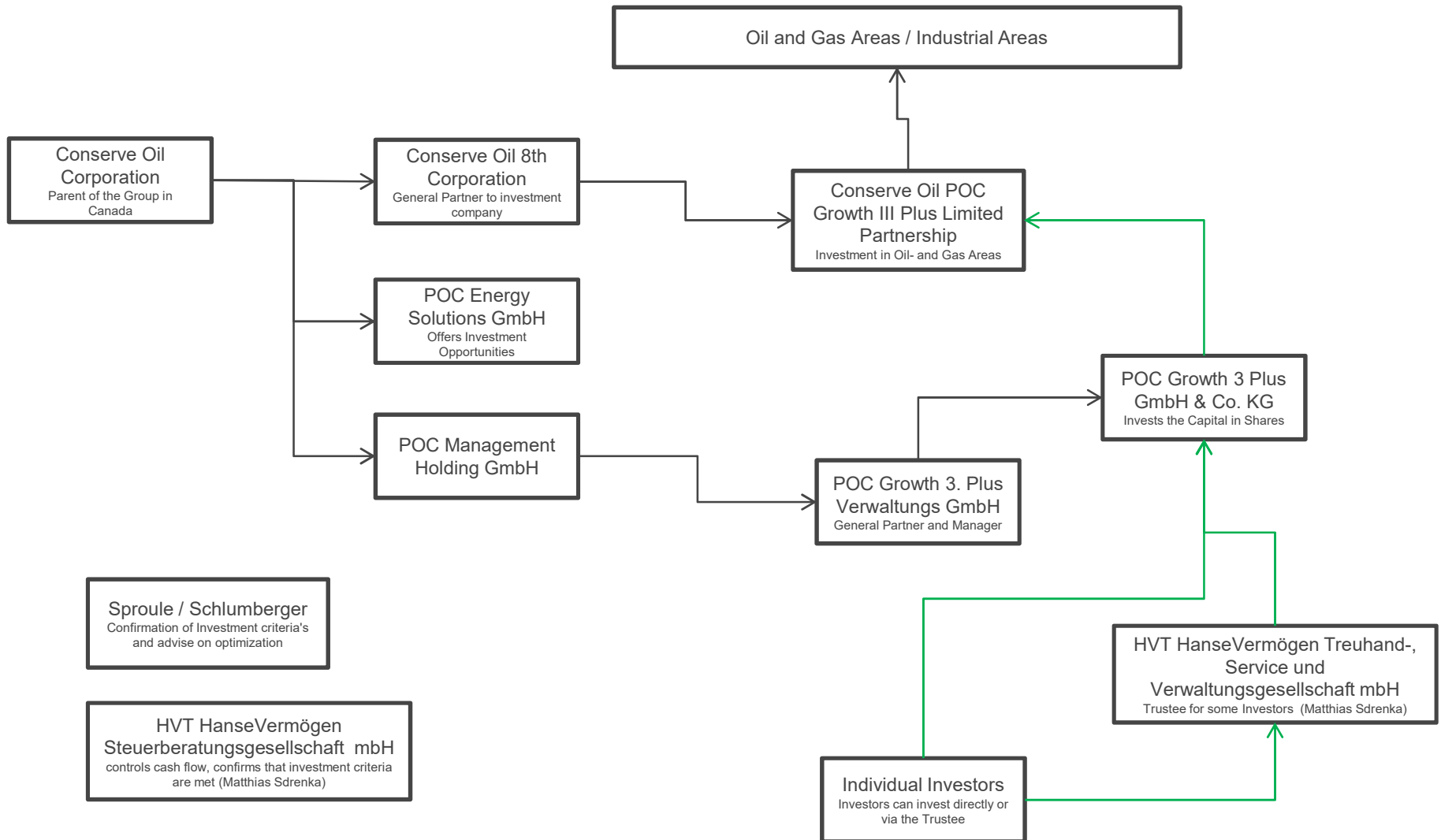
# POC Growth GmbH & Co. KG



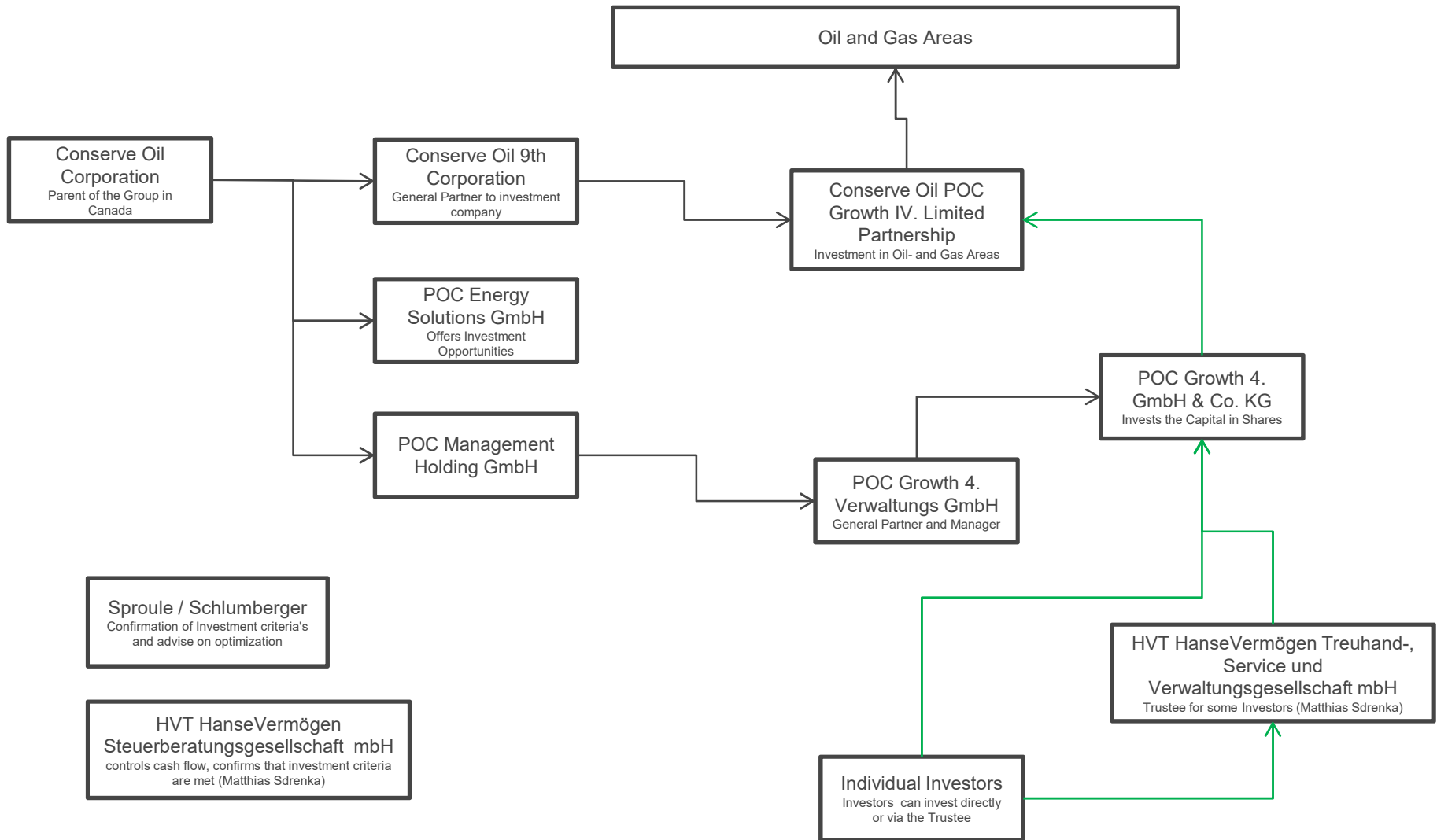
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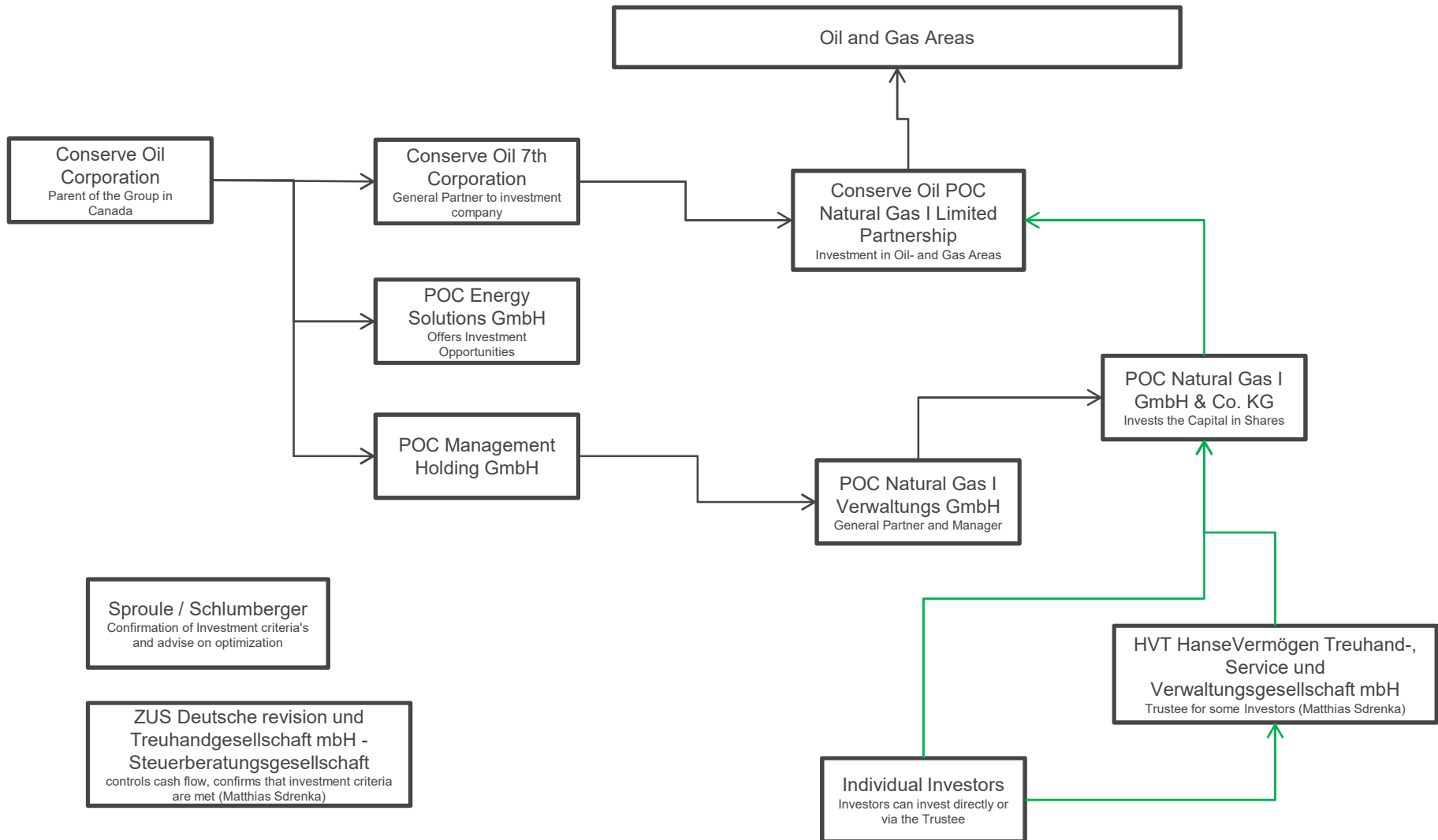
# POC Growth 3 Plus GmbH & Co. KG



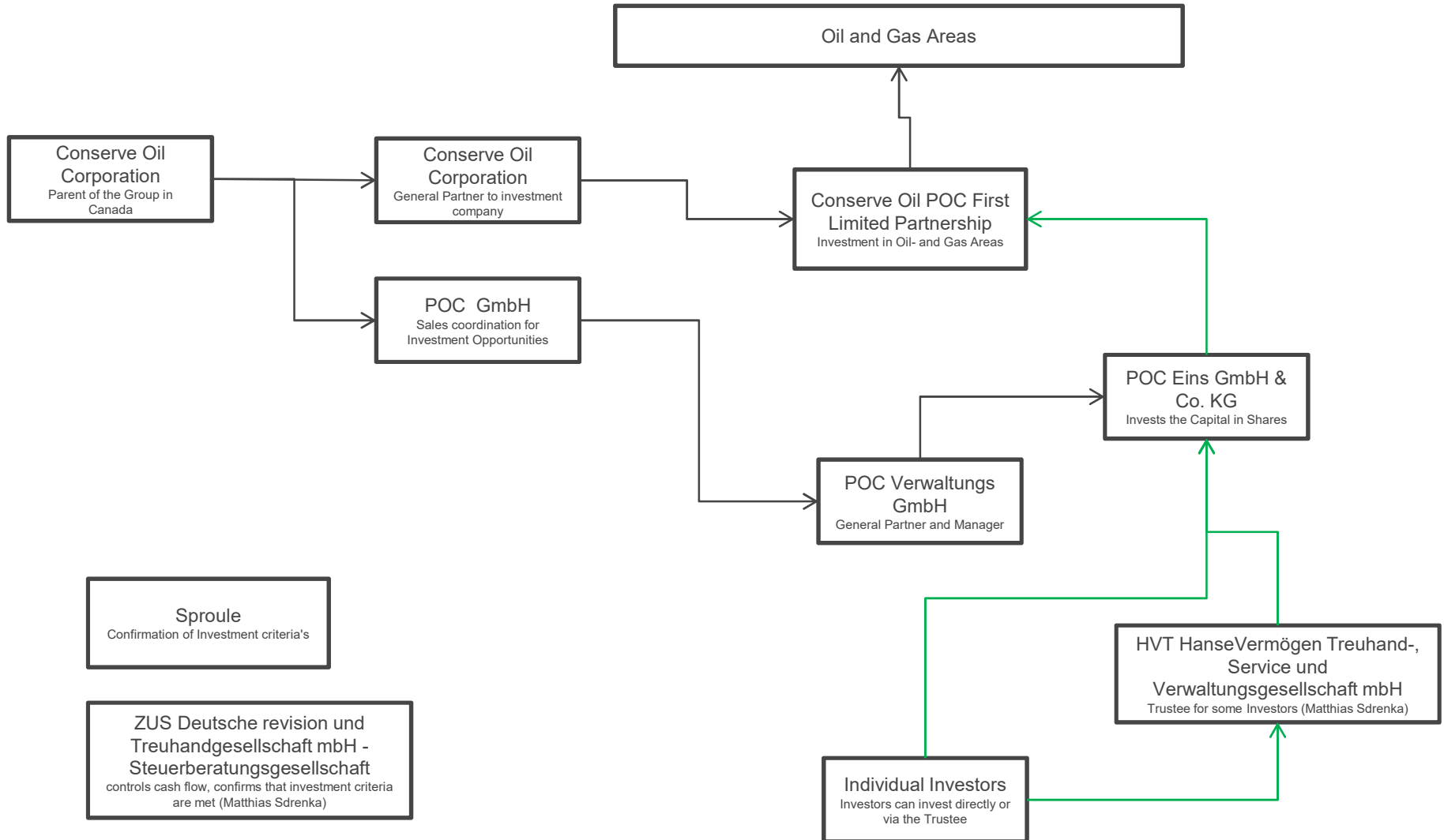
# POC Growth 4 GmbH & Co. KG



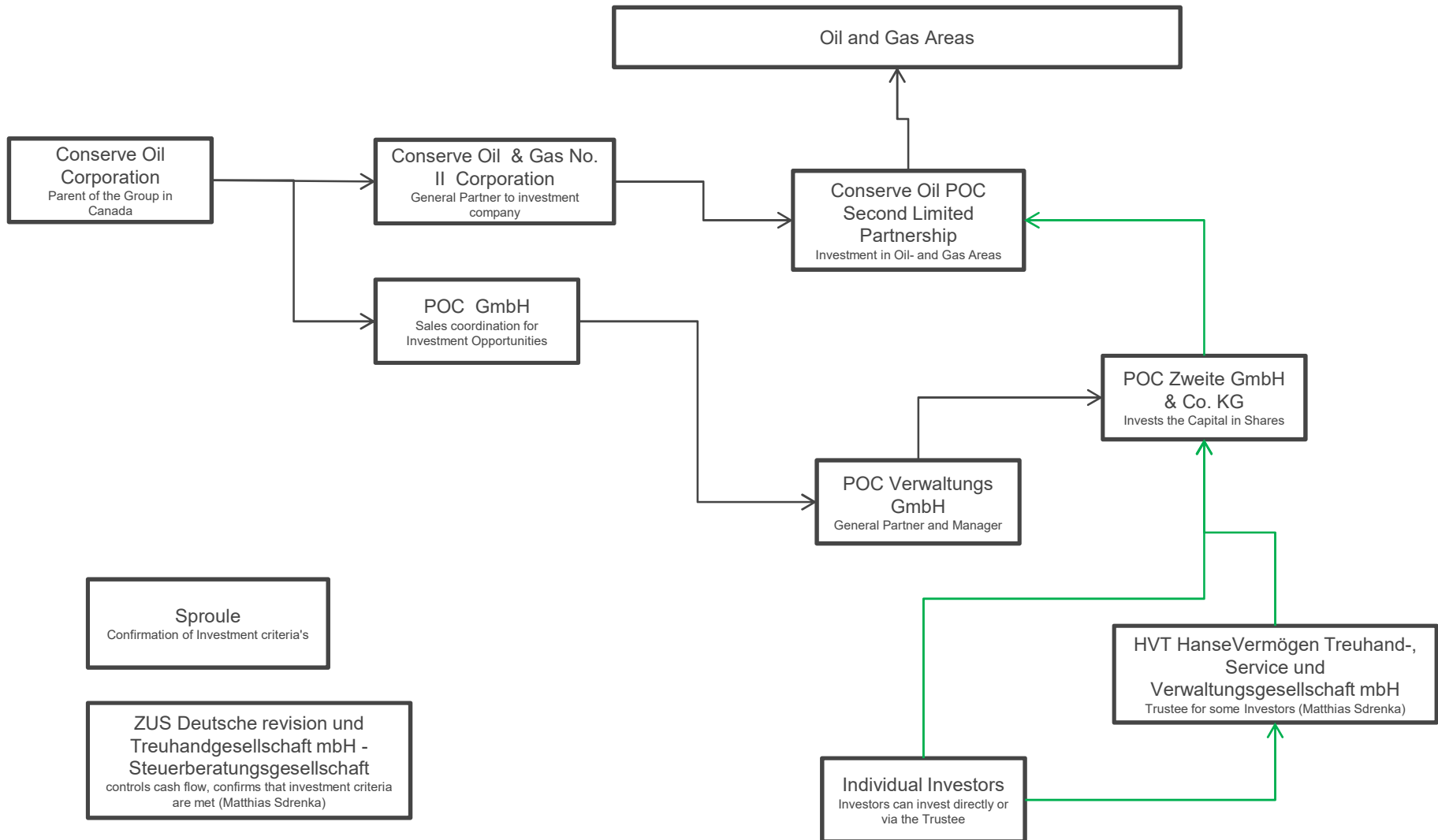
# POC Natural Gas 1 GmbH & Co. KG



# POC Eins GmbH & Co. KG



# POC Zwei GmbH & Co. KG



## APPENDIX "B"



#### **SALE TO POC HOLDING GMBH**

12. As stated, COGI LP is a partnership formed pursuant to the laws of Alberta whose general partner is COGI Inc. COGI LP's limited partners are themselves a group of 6 limited partnerships formed pursuant to the laws of Germany (each a "KG"):
  - (a) POC Eins GmbH & Co. KG;
  - (b) POC Zwei GmbH & Co. KG;
  - (c) POC Natural Gas 1 GmbH & Co. KG;
  - (d) POC Growth GmbH & Co. KG;
  - (e) POC Growth 2 GmbH & Co. KG; and
  - (f) POC Growth 3 GmbH & Co. KG.
13. COC 9 is the general partner of another Alberta limited partnership, Conserve Oil POC Growth IV Limited Partnership whose limited partner is also a KG, Growth 4 GmbH & Co. KG.
14. The businesses of the KGs are intertwined and the Receiver understands that certain administrative, accounting and investor relation functions were performed by, private, limited liability German corporations (each, a "GmbH"):

- (a) POC GmbH;
  - (b) POC Management GmbH; and
  - (c) POC Energy Solutions GmbH,  
(collectively, the "**German HoldCos**").
15. Conserve, either directly or indirectly, owns the shares of the German HoldCos (the "**HoldCo Shares**"). In turn, two of the German HoldCos own all of the outstanding shares of the each of the KGs' general partners.
16. The Receiver, on behalf of Conserve, has entered into 3 agreements whereby POC Holding GmbH ("**POC**") has agreed to purchase the outstanding shares in the German HoldCos (collectively, the "**POC PSAs**").
17. POC is a GmbH, the shares of which are owned by the KGs that are COGI's limited partners. By purchasing the German HoldCos, the POC Transaction will enable the KGs to acquire full ownership and management of its respective German general partners and remove Conserve as an unnecessary obstacle. Further, the Receiver understands the POC Transactions will help to facilitate a subsequent streamlining of operations and ownership.
18. The Receiver considered the likelihood of another purchaser bidding on the HoldCo Shares. Because of POC's unique interest in the HoldCo Shares, it is Receiver's view that POC is the only likely purchaser of the HoldCo Shares.
19. As such, the Receiver is satisfied that the POC Transaction contemplated by the POC PSAs represents a reasonable and satisfactory offer for the value of the HoldCo Shares even though no formal sales process was conducted.
20. COGI's secured creditor, who likely has the only economic interest in COGI's assets, is in favour of this transaction.
21. Redacted copies of the POC PSAs are attached hereto as **Exhibits "B"** through "**D**" and unredacted copies are attached to the Confidential Supplement as Exhibits "A" through "C". With a view to protecting the integrity of HoldCo Shares in the event that the POC Transaction does not close, the Receiver respectfully requests and recommends that the POC PSAs be sealed for a period of 10 days following the delivery of the respective Receiver's Certificates to POC.

## APPENDIX "C"

Via Email: [dsf@bdplaw.com](mailto:dsf@bdplaw.com)/[dlegeyt@bdplaw.com](mailto:dlegeyt@bdplaw.com)

December 22, 2020

Burnet Duckworth Palmer LLP  
2400, 525 - 8<sup>th</sup> Avenue SW  
Calgary, AB T2P 1G1

Attention: Daryl Fridhandler/David LeGeyt

Dear Sirs:

**Re: POC Management Holding GmbH, POC GmbH, and POC Energy Solutions GmbH  
(the "HoldCos")**

---

An application for approval of the sale of the shares of the HoldCos was described in my Ninth Report. On February 13, 2018 the application was adjourned *sine die*, when we were informed that Mr. Fridhandler's client Monika Galba, was also interested in bidding for the HoldCos' shares. We agreed to adjourn the application *sine die* and provide notice when the Receiver intended to proceed with the sale of the HoldCos shares.

The Receiver is now prepared to proceed with the sale of the HoldCos' shares. The sale process in respect of the German HoldCos' shares will be governed and conducted in accordance with the Sales and Asset Disposal Process attached hereto.

The Bill of Sale referred to in Schedule "A" to the Purchase and Sale Agreement will be provided in January 2021.

Please note the deadline to submit bids is 5:00 pm MST February 1, 2021.

If you have questions, please advise me by email.

Yours truly,

MNP Ltd.  
In its capacity as Receiver-Manager of  
COGI Limited Partnership, Canadian Oil & Gas International Inc.  
and Conserve Oil Group Inc. and not in its personal capacity

Per: Victor P. Kroeger, CPA, CA, CIRP, LIT, CFE  
Senior Vice President

Cc: DLA Piper (Canada) LLP – Mr. Brian Davison via email.

## SALES AND ASSET DISPOSAL PROCESS

On October 26, 2015 MNP Ltd. was appointed as receiver and manager of all of the assets, properties and undertakings of COGI Limited Partnership, Canadian Oil & Gas International Inc. and Conserve Oil Group Inc. , and on January 6, 2016, was appointed as receiver and manager of all of the assets, properties and undertakings of Conserve Oil 1<sup>st</sup> Corporation (collectively, “COGI” or the “**Debtor**”) and MNP Ltd., in such capacity, the “**Receiver**”), pursuant to orders (the “**Receivership Order**”) of the Court of Queen’s Bench of Alberta (the “**Court**”).

Capitalized terms used herein but not otherwise defined have the meanings given to them in the Receivership Order. The following capitalized terms are defined as follows:

“**Assets**” means, collectively, the shares of the German corporations owned by COGI and described in Schedule “A”.

“**Person**” means an individual, corporation, limited or unlimited liability company, general or limited partnership, association, trust, unincorporated organization, joint venture or governmental organization.

“**Sales Process**” means the process set out herein for marketing, sale and disposal of the Assets.

This Sales Process describes how bids for the Assets will be submitted to and dealt with by the Receiver, and how Court approval will be obtained in respect of the sale of the Assets.

Any deadlines provided for in this Sales Process may be extended or compressed by the Receiver in its sole and unfettered discretion, considering and balancing factors such as transparency, fairness to Persons participating in the process and maximizing amounts realized from the sale of the Assets for the benefit of the creditors of and stakeholders in the Debtor.

### “AS IS, WHERE IS” BASIS

The Assets are offered for sale on an “as is, where is” basis and without representation or warranty of any nature, kind or description by the Receiver or its directors, officers, employees, agents or counsel. Without limiting the generality of the foregoing, the Receiver makes no representation or warranty with respect to:

the value of the Assets;

the condition of the Assets;

the Debtor’s compliance with any applicable laws pertaining to the Assets;

the title or interest of the Debtor in or to any of the Assets. In addition, any Person submitting an Asset Bid (as defined below) will be required to confirm that it is solely relying on its own diligence, inspection and review of the Assets in submitting such Asset Bid; or

what is required under German law to transfer the shares into the name of the purchaser.

### DUE DILIGENCE

The Receiver will not be creating a data room (the “**Data Room**”).

## SUBMISSION OF FINAL BIDS FROM QUALIFIED BIDDERS

If you wish to purchase Assets, you shall deliver to the Receiver, at the address specified in Schedule "B" hereto (including by email), **by no later than 5:00 pm (Mountain Daylight Time) on , February 1 2021** (or such earlier or later date or time as the Receiver, in its sole discretion, may determine) (the "**Bid Deadline**"), a written final, binding and irrevocable offer to purchase such Assets (the "**Asset Bid**") substantially in the form attached hereto as Schedule "C".

An Asset Bid submitted will be considered qualified for the purposes of the Receiver determining whether such Asset Bid is the most favourable only if the Asset Bid complies with all of the following requirements:

- (a) the Asset Bid is submitted before the Bid Deadline;  
the Asset Bid is duly executed and is not conditional on:
  - the outcome of due diligence; or
  - obtaining financing; and

the Asset Bid must be to purchase the Assets in their entirety. The Receiver will not consider a bid to acquire a portion of the Assets;

the Asset Bid is accompanied by a certified cheque or bank draft (drawn on or issued by a financial institution acceptable to the Receiver) payable to the Receiver in trust that is equal to of the purchase price to be paid for the Assets (a "**Deposit**")

The Receiver may waive the strict compliance of one or more of the requirements specified above. In particular, without in any way limiting the generality of the foregoing, the Receiver may deem an Asset Bid submitted by a secured creditor where the secured creditor is offering to purchase the Assets subject to its security and the purchase price is payable by way of setting-off the amounts owing to such secured creditor.

The Receiver may determine the Person who submitted the most favourable Asset Bid and proceed to negotiate and settle the terms and conditions of a definitive asset purchase agreement (subject to Court approval) in respect of the Assets subject to such Asset Bid, which agreement will be substantially in the form attached hereto as Schedule "1", with such changes as the Receiver agrees to in its absolute discretion (each such agreement being a "**PSA**"). In the event that there are two or more Asset Bids pertaining to the Assets, the Receiver may proceed to negotiate and settle the terms and conditions with such Persons. Negotiations for any PSAs of the Assets shall be concluded on or before 5:00 pm (Calgary Time) on February 8, 2021, or such earlier or later date and time as the Receiver may determine (the "**Final Agreement Deadline**").

In the event that no person submits an Asset Bid, and/or the Receiver determines that none of the Asset Bids should be accepted, or that PSAs are not entered into before the Final Agreement Deadline, this Sales Process shall terminate, and the Receiver will be at liberty to dispose of the Assets as it deems reasonable without a further sale process.

## **VESTING ORDER AND CLOSING**

In the event that the Receiver enters into a PSA with a Person (the “**Purchaser**”), the Receiver shall apply to the Court, as soon as reasonably practicable following the execution and delivery of such PSA, for an order approving the purchase and sale transaction contemplated by such PSA and vesting title to the Assets being purchased and sold thereby in such Purchaser in accordance with such PSA (a “**Vesting Order**”). The completion of a transaction approved by such Vesting Order shall occur on a business day after the issuance of such Vesting Order on a day designated in writing by the Receiver, but no later than ten (10) Business Days after the issuance of such Vesting Order without the consent of the Purchaser, acting reasonably.

## **DEPOSITS**

All Deposits shall be held in trust by the Receiver. In the event that a Deposit is paid pursuant to this Sales Process and the Receiver elects not to proceed to negotiate and settle a PSA, the Receiver shall return the Deposit and any interest accrued thereon.

## **AMENDMENTS**

The Receiver shall be authorized and permitted to make minor or administrative amendments to this Sales Process as may be reasonably required to give better effect to this Sales Process. Other than amendments authorized by the Receiver, there shall be no amendments to this Sales Process, including, for greater certainty the process and procedures set out herein, unless such amendment is approved by the Court.

## **FURTHER ORDERS**

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

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# Schedule “A”

## Assets

POC Management Holdings GmbH

POC GmbH

POC Energy Solutions GmbH



# Schedule “B”

## Address for Notices and Deliveries

To the Receiver:

MNP Ltd.  
500, 690 5<sup>th</sup> Avenue SW  
Calgary, AB T2P 3G4

Attention: Victor P. Kroeger, Senior Vice President  
Direct Dial: 403-298-8479  
Email: vic.kroeger@mnp.ca

# Schedule "C"

## PURCHASE AND SALE AGREEMENT

THIS AGREEMENT made as of the \_\_\_\_ day of \_\_\_\_\_, 2021.

BETWEEN:

**MNP LTD.**, solely in its capacity as receiver and manager of **COGI LIMITED PARTNERSHIP**, and not in its personal or corporate capacity (hereinafter referred to as "Vendor")

- and -

---

(hereinafter referred to as "**Purchaser**")

**WHEREAS** pursuant to an order of the Honourable Justice A.D. Macleod of the Alberta Court of Queen's Bench (the "Court") dated October 26, 2015 (the "**Appointment Order**"), MNP Ltd. ("**Receiver**") was appointed receiver and manager of Conserve Oil Group Inc. ("**Conserve**"), Canadian Oil & Gas International Inc. and COGI Limited Partnership and on January 6, 2016 was appointed a receiver and manager of all the assets, properties and undertakings of Conserve Oil 1st Corporation (collectively, "COGI" or the "**Debtors**");

**AND WHEREAS** Vendor wishes to sell, and Purchaser wishes to purchase, all of the interest of Vendor in and to the Assets, subject to and in accordance with the terms, and conditions hereof;

**NOW THEREFORE, THIS AGREEMENT WITNESSETH** that in consideration of the premises and the mutual covenants and agreements hereinafter set forth, the Parties have agreed as follows:

### ARTICLE 1 INTERPRETATION

#### 1.1 Definitions

In this Agreement, unless the context otherwise requires:

- (a) "**Affiliate**" means with respect to any Person, any other Person or group of Persons acting in concert, directly or indirectly, that controls, is controlled by or is under common control with such Person. The term "control" as used in the preceding sentence means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person whether through ownership or more than fifty percent (50%) of the voting securities of such Person, by contract or otherwise;

- (b) "**Applicable Law**" means, in relation to any person, property or circumstance, all laws, statutes, rules, regulations, official directives and orders of Governmental Authorities (whether administrative, legislative, executive or otherwise), including judgments, orders and decrees of courts, commissions or bodies exercising similar functions, as amended, and includes the provisions and conditions of any permit, license or other governmental or regulatory authorization, that are in effect as at the relevant time and are applicable to such person, property or circumstance;
- (c) "**Assets**" means the shares in the German HoldCos as defined below;
- (d) "**Business Day**" means a day other than a Saturday, a Sunday or a statutory holiday in Calgary, Alberta;
- (e) "**Court Order**" means an order to be granted by the Court that authorizes, approves and confirms this Agreement and the sale of the Assets by Vendor to Purchaser in accordance with the terms and conditions contained herein, and vests title to the Assets in Purchaser free and clear of all encumbrances, liens, security interests or claims, other than Permitted Encumbrances;
- (f) "**Closing**" means the transfer of title, possession, beneficial ownership and risks of the Assets from the Vendor to the Purchaser, the exchange of Bills of Sale and payment of the Purchase Price by the Purchaser to the Vendor, and all other items and considerations required to be delivered on the Closing Date pursuant hereto;
- (g) "**Closing Date**" means the fifth (5th) Business Day following receipt of the Court Order, unless otherwise agreed upon in writing by the Parties;
- (h) "**Closing Place**" means the office of Vendor, or such other place as may be agreed upon in writing by the Parties;
- (i) "**Date of Appointment**" means October 26, 2015;
- (j) "**Effective Date**" means 8:00 a.m., \_\_\_\_\_.
- (k) "**German HoldCos**" means and includes:
- (i) POC Management Holdings GmbH;
  - (ii) POC GmbH;
  - (iii) POC Energy Solutions GmbH;
- (l) "**Governmental Authority**" means any federal, national, provincial, territorial, municipal or other government, any political subdivision thereof, and any ministry, sub-ministry, agency or sub-agency, court, board, bureau, office, or department, including any government-owned entity, having jurisdiction over a Party, the Assets or the Transaction;
- (m) "**GST**" means the goods and services tax payable pursuant to the GST Legislation;
- (n) "**GST Legislation**" means Part IX of the Excise Tax Act, R.S.C. 1985, c. E-15, as amended, and the regulations promulgated thereunder;
- (o) "**Losses**" means, all losses, costs, claims, damages, expenses and liabilities which a Party suffers, sustains, pays or incurs, including reasonable legal fees on a solicitor and his own client basis but notwithstanding the foregoing shall not include any liability for indirect or consequential damages including business loss, loss of profit, economic loss, punitive damages or income tax liabilities;
- (p) "**Party**" means a party to this Agreement;

- (q) **"Permitted Encumbrances"** means:
- (i) the terms and conditions of the Title Documents,
  - (ii) the right reserved to or vested in any grantor, Governmental Authority or other public authority by the terms of any Title Document or by Applicable Law to terminate any Title Document;
  - (iii) taxes and governmental restrictions of general application or otherwise affecting the value of any of the Assets;
  - (iv) the right reserved to or vested in any Governmental Authority or other public authority to control or regulate any of the Assets in any manner, including any directives or notices received from any Governmental Authority or other public authority pertaining to the Assets;
  - (v) undetermined or inchoate liens incurred or created as security in favour of any Person with respect to the Assets, as regards Vendor's or COGI's share of the costs and expenses thereof which are not due or delinquent as of the date hereof or the Closing Date;
  - (vi) the reservations, limitations, provisos, conditions, and statutory exceptions to title;
  - (vii) without limiting the generality of the foregoing, the provisions of the Title Documents and all remedies and requirements of all Applicable Laws, rules, regulations, orders and directions of Governmental Authorities and other competent authorities at law.
- (r) **"Person"** means any individual, corporation, limited or unlimited liability company, joint venture, partnership (limited or general), trust, trustee, executor, Governmental Authority or other entity;
- (s) **"Prime Rate"** means the rate of interest, expressed as a rate per annum, designated by the main branch in Calgary of ATB Financial as the reference rate used by it to determine rates of interest charged by it on Canadian dollar commercial loans made in Canada and which is announced by such bank, from time to time, as its prime rate, provided that whenever such bank announces a change in such reference rate the "Prime Rate" shall correspondingly change effective on the date the change in such reference rate is effective;
- (t) **"Representative"** means with respect to any Party, its Affiliates, and its and their respective directors, officers, servants, agents, advisors, employees and consultants;
- (u) **"Sales Taxes"** means all transfer, sales, excise, stamp, license, production, value-added and other like taxes, assessments, charges, duties, fees, levies or other governmental charges of any kind, and includes, but is not limited to, additions by way of penalties, interest and other amounts with respect thereto, but excludes GST;
- (v) **"Third Party"** means any individual or entity other than Receiver; COGI, Vendor and Purchaser, including without limitation any partnership, corporation, trust, unincorporated organization, union, government and any department and agency thereof and any heir, executor, administrator or other legal representative of an individual;
- (w) **"this Agreement"**, "herein", "hereto", "hereof" and similar expressions mean and refer to this Agreement;
- (x) **"Title Documents"** means, collectively, the shares in the German HoldCos;
- (y) **"Transaction"** means the transaction for the purchase and sale of the Assets as contemplated by this Agreement.

## **1.2 Headings**

The expressions "Article", "section", "subsection", "clause", "subclause", "paragraph" and "Schedule" followed by a number or letter or combination thereof mean and refer to the specified article, section, subsection, clause, subclause, paragraph and schedule of or to this Agreement.

## **1.3 Interpretation Not Affected by Headings**

The division of this Agreement into Articles, sections, subsections, clauses, subclauses and paragraphs and the provision of headings for all or any thereof are for convenience and reference only and shall not affect the construction or interpretation of this Agreement.

## **1.4 Included Words**

When the context reasonably permits, words suggesting the singular shall be construed as suggesting the plural and vice versa, and words suggesting gender or gender neutrality shall be construed as suggesting the masculine, feminine and neutral genders.

## **1.5 Schedules**

There are appended to this Agreement the following schedules pertaining to the following matters:

Schedule "A" - Bill of Sale

Such schedules are incorporated herein by reference as though contained in the body hereof. Wherever any term or condition of such schedules conflicts or is at variance with any term or condition in the body of this Agreement, such term or condition in the body of this Agreement shall prevail.

## **1.6 Damages**

All losses, costs, claims, damages, expenses and liabilities in respect of which a Party has a claim pursuant to this Agreement include, without limitation, reasonable legal fees and disbursements on a solicitor and client basis.

## **1.7 Derivatives**

Where a term is defined herein, a capitalized derivative of such term shall have a corresponding meaning unless the context otherwise requires.

## **1.8 Interpretation if Closing Does Not Occur**

In the event that Closing does not occur, each provision of this Agreement which presumes that Purchaser has acquired the Assets hereunder shall be construed as having been contingent upon Closing having occurred.

## **1.9 Conflicts**

If there is any conflict or inconsistency between a provision of the body of this Agreement and that of a schedule or a Bill of Sale, the provision of the body of this Agreement shall prevail. If any term or condition of this Agreement conflicts with a term or condition of a Title Document or any Applicable Law, the term or condition of such Title Document or the Applicable Law shall prevail, and this Agreement shall be deemed to be amended to the extent required to eliminate any such conflict.

## **1.10 Currency**

All dollar (\$) amounts referenced in this Agreement are expressed in the lawful currency of Canada.

**ARTICLE 2  
PURCHASE AND SALE AND CLOSING**

**2.1 Purchase and Sale**

Vendor, exercising the powers of sale granted pursuant to the Appointment Order, hereby agrees to sell, assign, transfer, convey and set over to Purchaser; and Purchaser hereby agrees to purchase from Vendor, all of the right, title, estate and interest of Vendor (whether absolute or contingent, legal or beneficial) in and to the Assets, subject to and in accordance with the terms of this Agreement.

**2.2 Purchase Price**

The aggregate consideration to be paid by Purchaser to Vendor for Vendor's interest in and to the Assets shall be \$ \_\_\_\_\_ (the "Purchase Price") satisfied by Purchaser by (i) cancellation of liabilities currently owing by Vendor to Purchaser in the amount of \_\_\_\_\_ as full and final settlement for said liabilities, or (ii) payment to the Vendor of cash at Closing in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) plus \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) GST, without adjustments of any kind or nature.

**2.3 Assumption of Abandonment and Reclamation Obligations**

In determining the Purchase Price, the Parties have taken into account the Purchaser's assumption of responsibility for the payment of all costs associated with the Assets, as set forth in this Agreement, and the absolute release of COGI and the Vendor of all and any responsibility or liability therefor.

**2.4 Closing**

Closing shall take place at the Closing Place on the Closing Date if there has been satisfaction or waiver of the conditions of Closing herein contained. Subject to all other provisions of this Agreement, possession, risk and beneficial ownership of Vendor's interest in and to the Assets shall pass from Vendor to Purchaser on the Closing Date, effective as of the Effective Date.

- (a) On the Closing Date, Vendor shall deliver to Purchaser:
  - (i) the Bill of Sale substantially in the form attached as Schedule "A", duly executed by Vendor; and
  - (ii) a receipt for the Purchase Price herein plus applicable GST and/or Sales Taxes, if any; and
  - (iii) a certified copy of the Court Order.
- (a) On the Closing Date, Purchaser shall release to Vendor:
  - (i) the Purchase Price, plus applicable GST and/or Sales Taxes;
  - (ii) the Bill of Sale in the form attached as Schedule "A", duly executed by Purchaser.

## **2.5 Bill of Sale**

The Parties shall cooperate in the preparation of the Bill of Sale. At a reasonable time prior to Closing. The Bill of Sale shall not confer or impose upon either Party any greater right or obligation than as contemplated in this Agreement. Promptly after Closing, Purchaser shall register the Bill of Sale and shall bear all costs incurred therewith and in preparing any further documents or registering any further assurances required to convey the Assets to Purchaser.

## **2.6 Title Documents and Miscellaneous Interests**

As soon as practicable following closing, Vendor shall deliver to Purchaser any documents which are now in the possession of Vendor or of which Vendor gains possession of prior to Closing in respect of the Assets.

## **2.7 Form of Payment**

All payments to be made pursuant to this Agreement shall be in Canadian funds. All payments to be made pursuant to this Agreement shall be made by certified cheque or bank draft.

## **2.8 Taxes**

Each of Purchaser and Vendor is a registrant for GST purposes and will continue to be a registrant at the Closing Date in accordance with the provisions of the GST Legislation. Their respective GST registration numbers are:

Vendor            80090 5937RT0002

Purchaser        \_\_\_\_\_

Purchaser shall, at Closing, pay to Vendor, in accordance with section 2.2 hereof, the amount of GST payable in respect of its purchase of the Assets and Vendor shall remit such amount to the applicable Governmental Authority. Purchaser shall be responsible for the payment of any additional GST or any interest and penalties payable in respect of such additional GST and shall indemnify and save harmless Vendor in respect thereof. The Parties acknowledge that the Purchase Price is exclusive of all Sales Taxes. Purchaser shall be solely responsible for all Sales Taxes which may be imposed by any Governmental Authority and which pertain to Purchaser's acquisition of the Assets or to the registration of any Bills of Sale necessitated hereby.

## **ARTICLE 3**

### **CONDITIONS OF CLOSING**

#### **3.1 Required Consents**

Both before and after closing, each of the Parties shall use all reasonable efforts to obtain any and all approvals required under Applicable Law and any and all material consents of Third Parties required to permit the Transaction. The Parties acknowledge that the acquisition of such consents shall not be a condition precedent to Closing. It shall be the sole obligation of Purchaser, at Purchaser's sole cost and expense, to provide any and all financial assurances required by Governmental Authorities to permit the transfer to Purchaser, and registration of Purchaser as owner, and/or operator, of any of the Assets.

### **3.2 Mutual Conditions**

The obligation of Purchaser to purchase Vendor's interest in and to the Assets, and of Vendor to sell its interest in and to the Assets to Purchaser, is subject to the following conditions precedent:

- (a) Vendor obtaining the Court Order; and
- (b) there shall not have been instituted any legal proceedings to obtain, and no court, or Governmental Authority of competent jurisdiction shall have issued, promulgated, enforced or entered any judgment, decree, injunction or other order, whether temporary, preliminary or permanent, that restrains, enjoins or otherwise prohibits consummation of the Transaction,

Unless otherwise agreed to by the Parties, if the conditions contained in this section 3.2 have not been performed or satisfied on or before the Closing Date, this Agreement and the obligations of Vendor and Purchaser under this Agreement shall automatically terminate without any further action on the part of either Vendor or Purchaser.

### **3.3 Purchaser's Conditions**

The obligation of Purchaser to purchase Vendor's interest in and to the Assets is subject to the following conditions precedent, which are inserted herein and made part hereof for the exclusive benefit of Purchaser and may be waived by Purchaser in whole or in part:

- (a) the representations and warranties of Vendor herein contained shall be true in all material respects when made and as of the Closing Date; and
- (b) all obligations of Vendor contained in this Agreement to be performed prior to or at Closing shall have been timely performed in all material respects.

If any one or more of the foregoing conditions precedent has or have not, been satisfied, complied with, or waived by Purchaser, at or before the Closing Date, Purchaser may terminate this Agreement by written notice to Vendor. If Purchaser terminates this Agreement Vendor and Purchaser shall be released and discharged from all obligations hereunder except as provided in section 10.13.

### **3.4 Vendor's Conditions**

The obligation of Vendor to sell, its interest in and to the Assets to Purchaser is subject to the following conditions precedent, which are inserted herein and made part hereof for the exclusive benefit of Vendor and may be waived by Vendor in whole or in part:

- (a) the representations and warranties of Purchaser herein contained shall be true in all material respects when made and as of the Closing Date;
- (b) all obligations of Purchaser contained in this Agreement to be performed prior to or at Closing shall have been timely performed in all material respects; and
- (c) all amounts to be paid by Purchaser to Vendor at Closing, including, without limitation, the Purchase Price, shall have been paid to Vendor in the form stipulated in this Agreement.

If any one or more of the foregoing conditions precedent has or have not been satisfied, complied with, or waived by Vendor, at or before the Closing Date, Vendor may terminate this Agreement by written notice to Purchaser. If Vendor terminates this Agreement, Vendor and Purchaser shall be released and discharged from all obligations hereunder except as provided in section 10.12.



### **3.5 Efforts to Fulfil Conditions Precedent**

Purchaser and Vendor shall proceed diligently and in good faith and use all reasonable efforts to satisfy and comply with and assist in the satisfaction and compliance with the foregoing conditions precedent.

## **ARTICLE 4**

### **REPRESENTATIONS AND WARRANTIES**

#### **4.1 Representations and Warranties of Vendor and Receiver**

Vendor makes only the following representations to Purchaser, no claim in respect of which shall be made or be enforceable by Purchaser unless written notice of such claim, with reasonable particulars, is given by Purchaser to Vendor within a period of six (6) months following the Closing Date:

- (a) Receiver has been appointed by the Court as receiver and manager of COGI and such appointment is valid and subsisting;
- (b) subject to obtaining the Court Order, Vendor has the right to enter into this Agreement and to complete the Transaction;
- (c) provided the Court Order is obtained, this Agreement and any other agreements delivered in connection herewith constitute valid and binding obligations of Vendor enforceable against Vendor in accordance with their terms; and
- (d) Vendor is not a non-resident of Canada within the Income Tax Act (Canada).

#### **4.2 Representations and Warranties of Purchaser**

Purchaser makes the following representations and warranties to Vendor, no claim in respect of which shall be made, or be enforceable by Vendor unless written notice of such claim, with reasonable particulars, is given by Vendor to Purchaser within a period of six (6) months following the Closing Date:

- (a) Purchaser is a corporation duly organized, validly existing and is authorized to carry on business;
- (b) Purchaser has good right, power and absolute authority to purchase and acquire the interest of Vendor in and to the Assets according to the true intent and meaning of this Agreement;
- (c) except for obtaining the Court Order, the execution, delivery and performance of this Agreement has been duly and validly authorized by any and all requisite corporate, shareholders', directors' or equivalent actions and will not result in any violation of, be in conflict with, or constitute a default under, any articles, charter, bylaw or other governing document to which Purchaser is bound;
- (d) the execution, delivery and performance of this Agreement will not result in any violation of, be in conflict with, or constitute a default under, any term or provision of any agreement or document to which Purchaser is party or by which Purchaser is bound, nor under any judgement, decree, order, statute, regulation, rule or license applicable to Purchaser;
- (e) provided the Court Order is obtained, this Agreement and any other agreements delivered in connection herewith constitute valid and binding obligations of Purchaser enforceable against Purchaser in accordance with their terms;

- (f) no authorization or approval or other action by, and no notice to or filing with, any Governmental Authority or regulatory body exercising jurisdiction over the Assets is required for the due execution, delivery and performance by Purchaser of this Agreement, other than authorizations, approvals or exemptions from requirement therefor previously obtained and currently in force or to be obtained prior to or after Closing;
- (g) Purchaser has adequate funds available in an aggregate amount sufficient to pay: (i) all amounts required to be paid by Purchaser under this Agreement; and (ii) all expenses which have been or will be incurred by Purchaser in connection with this Agreement and the Transaction;
- (h) Purchaser has not incurred any obligation or liability, contingent or otherwise, for brokers' or finders' fees in respect of this Agreement or the Transaction for which Vendor shall have any obligation or liability; and
  - (i) Purchaser is not a non-resident of Canada within the Income Tax Act (Canada).

#### **4.3 Limitation of Representations by Vendor**

- (a) Subject to section 4.1, Vendor expressly negates any representations or warranties, whether written or verbal, made by Vendor or its Representatives and in particular, without limiting the generality of the foregoing, Vendor disclaims all liability and responsibility for any such representation, warranty, statement or information made or communicated, whether verbal or in writing, to Purchaser or any of its Representatives. Vendor's interest in and to the Assets shall be purchased on a strictly "as is, where is" basis and there are no collateral agreements, conditions, representations or warranties of any nature whatsoever made by Vendor, express or implied, arising at law, by statute, in equity or otherwise, with respect to the Assets and in particular, without limiting the generality of the foregoing, there are no collateral agreements, conditions, representations or warranties made by Vendor, express or implied, arising at law, by statute, in equity or otherwise with respect to:
  - (i) the accuracy or completeness of the data or information supplied by the Vendor or any of its Representatives in connection with the Assets;
  - (ii) the suitability of the Assets for any purpose;
  - (iii) whether the Assets are in compliance with the Applicable Law of Germany;
  - (iv) the title and interest of Vendor in and to the Assets; or
  - (v) whether the Assets are in good standing under the Applicable Law of Germany.
- (b) Without restricting the generality of the foregoing, Purchaser acknowledges that it has made its own independent investigation, analysis, evaluation and inspection of Vendor's relied solely on, such investigation, analysis, evaluation and inspection as to its assessment of the condition, quantum and value of the Assets.
- (c) Except with respect to the representations and warranties in section 4.1 or in the event of fraud, Purchaser forever releases and discharges Vendor and its Representatives from any claims and all liability to Purchaser or Purchaser's assigns and successors, as a result of the use or reliance upon advice, information or materials pertaining to the Assets which was delivered or made available to Purchaser by Vendor or its Representatives prior to or pursuant to this Agreement, including, without limitation, any evaluations, projections, reports and interpretive or non-factual materials prepared by or for Vendor, or otherwise in Vendor's possession.

## ARTICLE 5

### INDEMNITIES FOR REPRESENTATIONS AND WARRANTIES

#### 5.1 Vendor's Indemnities for Representations and Warranties

Vendor shall be liable to Purchaser for and shall, in addition, indemnify Purchaser from and against, all Losses suffered, sustained, paid or incurred by Purchaser which would not have been suffered, sustained, paid or incurred had all of the representations and warranties contained in section 4.1 been accurate and truthful; provided, that nothing in this section 5.1 shall be construed so as to cause Vendor to be liable to or indemnify Purchaser in connection with any representation or warranty contained in section 4.1 if and to the extent that Purchaser did not rely upon such representation or warranty.

#### 5.2 Purchaser's Indemnities for Representations and Warranties

Purchaser shall be liable to Vendor for and shall, in addition, indemnify Vendor from and against, all Losses suffered, sustained, paid or incurred by Vendor which would not have been suffered, sustained, paid or incurred had all of the representations and warranties contained in section 4.2 been accurate and truthful; provided, that nothing in this section 5.2 shall be construed so as to cause Purchaser to be liable to or indemnify Vendor in connection with any representation or warranty contained in section 4.2 if and to the extent that Vendor did not rely upon such representation or warranty.

#### 5.3 Survival of Representations and Warranties

Each Party acknowledges that the other may rely on the representations and warranties made by such Party pursuant to section 4.1 or 4.2, as the case may be. The representations and warranties in sections 4.1 and 4.2 shall be true as of the date hereof and on the Closing Date, and such representations and warranties shall continue in full force and effect and shall survive the Closing Date for a period of six (6) months, for the benefit of the Party to which such representations and warranties were made. In the absence of fraud, however, no claim or action shall be commenced with respect to a breach of any such representation and warranty, unless, within such period, written notice specifying such breach in reasonable detail has been provided to the Party which made such representation or warranty.

## ARTICLE 6

### INDEMNITIES

#### 6.1 Post-Closing Date Indemnity

Provided that Closing has occurred, Purchaser shall:

- (a) be solely liable and responsible for any and all Losses which Vendor may suffer, sustain, pay or incur; and
- (b) indemnify, release and save harmless Vendor and its Representatives from any and all Losses, actions, proceedings and demands, whatsoever which may be brought against or suffered by Vendor or which it may sustain, pay or incur, as a result of any matter or thing resulting from, attributable to or connected with the Assets and accruing after the Closing Date.

**ARTICLE 7**  
**MAINTENANCE OF ASSETS**

**7.1 Consent of Purchaser**

Vendor shall not from the date hereof to the Closing Date, without the written consent of Purchaser, which consent shall not be unreasonably withheld by Purchaser and which, if provided, shall be provided in a timely manner:

- (a) make any commitment or propose, initiate or authorize any capital expenditure, with respect to the Assets, without its consent provided, however, that should Purchaser withhold its consent or fail to provide its consent in a timely manner and a reduction in the value of the Assets results, there shall be no abatement or reduction in the Purchase Price; or
- (b) sell, encumber or otherwise dispose of any of the Assets or any part or portion thereof .

**7.2 Proposed Actions**

If an operation or the exercise of any right respecting the Assets is proposed in circumstances which would result in Purchaser incurring an obligation pursuant to section 7.2, the following shall apply to such operation or the exercise of such right (hereinafter referred to as the "Proposal"):

- (a) Vendor shall promptly give Purchaser notice of the Proposal, describing the particulars in reasonable detail;
- (b) Purchaser shall, not later than twenty four (24) hours prior to the time Vendor is required to make its election with respect to the Proposal, advise Vendor, by notice, whether Purchaser wishes Vendor to exercise Vendor's rights with respect to the Proposal on Purchaser's behalf, provided that Purchaser's failure to make such election within such period shall be deemed to be Purchaser's election to participate in the Proposal;
- (c) Vendor shall make the election authorized (or deemed to be authorized) by Purchaser with respect to the Proposal within the period during which Vendor may respond to the Proposal; and
- (d) Purchaser's election (including, its deemed election) to not participate in any Proposal required to preserve the existence of any of the Assets shall not entitle Purchaser to any reduction of the Purchase Price if Vendor's interest therein is terminated as a result of such election, and such termination shall not constitute a failure of Vendor's representations and warranties pertaining to such Assets, notwithstanding section 5.3.

**7.3 Vendor Deemed Purchaser's Agent**

- (a) Provided Closing occurs, Purchaser shall indemnify Vendor and its Representatives against all Losses which Vendor or its Representatives may suffer or incur as a result of Vendor maintaining the Assets as Purchaser's agent pursuant to this Article 7, insofar as such Losses are not a direct result of the gross negligence or wilful misconduct of Vendor or its Representatives. An action or omission of Vendor or of its Representatives shall not be regarded as gross negligence or wilful misconduct to the extent to which it was done or omitted from being done in accordance with Purchaser's instructions (including any election deemed pursuant to section 7.2(b)) or concurrence.

**ARTICLE 8**  
**RIGHTS OF FIRST REFUSAL**

**8.1 Rights of First Refusal**

Vendor and Purchaser hereby acknowledge and agree that there are no Rights of First Refusals application to the Transaction.

**ARTICLE 9**  
**PURCHASER'S REVIEW AND ACCESS TO BOOKS AND RECORDS**

**9.1 Access to Information**

After Closing and subject to contractual restrictions in favour of Third Parties relative to disclosure, Purchaser shall, on request from Vendor, provide reasonable access to Vendor at Purchaser's offices, during its normal business hours, to the agreements and documents to which the Assets are subject and the contracts, agreements, records, books, documents, licenses, reports and the Title Documents which are then in the possession or control of Purchaser and to make copies thereof, as Vendor may reasonably require for purposes relating to:

- (a) COGI's or Vendor's ownership of the Assets (including taxation matters and liabilities and claims that arise from or relate to acts, omissions, events, circumstances or operations on or before the Closing Date);
- (b) enforcing its rights under this Agreement;
- (c) compliance with Applicable Law; or
- (d) any claim commenced or threatened by any Third Party against COGI or Vendor.

**9.2 Maintenance of Information**

All of the information, materials and other records delivered to Purchaser pursuant to the terms hereof shall be maintained in good order and good condition and kept in a reasonably accessible location by Purchaser for a period of two (2) years from the Closing Date.

**ARTICLE 10**  
**GENERAL**

**10.1 Further Assurances**

Each Party will, from time to time and at all times after Closing, without further consideration, do such further acts and deliver all such further assurances, deeds and documents as shall be reasonably required to fully perform and carry out the terms of this Agreement.

**10.2 No Merger**

The covenants, representations, warranties and indemnities contained in this Agreement shall be deemed to be restated in any and all documents conveying the interests of Vendor in and to the Assets to Purchaser, subject to any and all time and other limitations contained in this Agreement. There shall not be any merger of any covenant, representation, warranty or indemnity in such assignments, conveyances, transfers and other documents notwithstanding any rule of law, equity or statute to the contrary and such rules are hereby waived.

### **10.3 Receiver**

Purchaser acknowledges that Receiver is acting solely in its capacity as the Court-appointed receiver and manager of COGI, and not in its personal or corporate capacity. Under no circumstances shall Receiver or any of its Representatives have any liability pursuant to this Agreement, or in relation to the Transaction, in its or their personal or corporate capacity, whether such liability be in contract, tort or otherwise.

### **10.4 Entire Agreement**

The provisions contained in any and all documents and agreements collateral hereto shall at all times be read subject to the provisions of this Agreement and, in the event of conflict, the provisions of this Agreement shall prevail. This Agreement supersedes all other agreements, documents, writings and verbal understandings between the Parties relating to the subject matter hereof and expresses the entire agreement of the Parties with respect to the subject matter hereof.

### **10.5 Governing Law**

This Agreement shall, in all respects, be subject to, interpreted, construed and enforced in accordance with and under the laws of the Province of Alberta and the laws of Canada applicable therein and shall, in every regard, be treated as a contract made in the Province of Alberta. The Parties irrevocably attorn and submit to the jurisdiction of the courts of the Province of Alberta and courts of appeal therefrom in respect of all matters arising out of this Agreement.

### **10.6 Assignment and Enurement**

This Agreement may not be assigned by a Party without the prior written consent of the other Party, which consent may be unreasonably and arbitrarily withheld. This Agreement shall be binding upon and shall enure to the benefit of the Parties and their respective administrators, trustees, receivers, successors and permitted assigns.

### **10.7 Time of Essence**

Time shall be of the essence in this Agreement.

### **10.8 Notices**

The addresses and email addresses of the Parties for delivery of notices hereunder shall be as follows:

Vendor	-MNP Ltd. 640 – 5th Avenue S.W., Suite 1500 Calgary, AB T2P 3G4 Attention: Mr. Victor P. Kroeger vic.kroeger@mnp.ca
--------	------------------------------------------------------------------------------------------------------------------------------------

Purchaser - \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

All notices, communications and statements required, permitted or contemplated hereunder shall be in writing, and shall be delivered as follows:

- (a) by delivery to a Party between 8:00 a.m. and 4:00 p.m. on a Business Day at the address of such Party for notices, in which case, the notice shall be deemed to have been received by that Party when it is delivered;
- (b) by email to a Party to the email address of such Party for notices, in which case the notice shall be deemed to have been received by that Party on the day in which such email was sent; or
- (c) except in the event of an actual or threatened postal strike or other labour disruption that may affect mail service, by first class registered postage prepaid mail to a Party at the address of such Party for notices, in which case, the notice shall be deemed to have been received by that Party on the fourth (4th) Business Day following the date of mailing.

A Party may from time to time change its address for service, email address for service or designated representative by giving written notice of such change to the other Party.

**10.9 Invalidity of Provisions**

In case any of the provisions of this Agreement should be invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

**10.10 Waiver**

No failure on the part of any Party in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or remedy preclude any other or further exercise thereof or the exercise of any right or remedy in law or in equity or by statute or otherwise conferred. No waiver by any Party of any breach (whether actual or anticipated) of any of the terms, conditions, representations or warranties contained herein shall take effect or be binding upon that Party unless the waiver is expressed in writing under the authority of that Party. Any waiver so given shall extend only to the particular breach so waived and shall not limit or affect any rights with respect to any other or future breach.

**10.11 Amendment**

This Agreement shall not be varied in its terms or amended by oral agreement or by representations or otherwise other than by an instrument in writing dated subsequent to the date hereof, executed by a duly authorized representative of each Party.

**10.12 Confidentiality and Public Announcements**



Until Closing has occurred, each Party shall keep confidential all information obtained from the other Party in connection with the Assets and shall not release any information concerning this Agreement and the Transaction without the prior written consent of the other Party, which consent shall not be unreasonably withheld. Nothing contained herein shall prevent a Party at any time from furnishing information (i) to any Governmental Authority or regulatory authority or to the public if required by Applicable Law; or (ii) in connection with obtaining the Court Order; or (iii) as required to COGI's secured creditors.

**10.13 Counterpart Execution**

This Agreement may be executed and delivered in counterpart and transmitted by facsimile or other electronic means and all such executed counterparts, including electronically transmitted copies of such counterparts, shall together constitute one and the same agreement.

**IN WITNESS WHEREOF** the Parties have executed this Agreement as of the date first above written.

**MNP LTD.**, solely in its capacity as receiver and manager of  
**COGI LIMITED PARTNERSHIP**,  
and not in its personal or corporate capacity

Per: \_\_\_\_\_  
Name:  
Title:

Per: \_\_\_\_\_  
Name:  
Title:



# Schedule “D”

## BILL OF SALE

**Via Email to [I.frey@scottventuro.com](mailto:I.frey@scottventuro.com)**

December 22, 2020

Scott Venturo Rudakoff LLP  
1500, 222 - 3<sup>rd</sup> Avenue SW  
Calgary, AB T2P 0B4

Attention: Lukas Frey

Dear Sirs:

**Re: POC Management Holding GmbH, POC GmbH, and POC Energy Solutions GmbH  
(the "HoldCos")**

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An application for approval of the sale of the shares of the HoldCos was described in my Ninth Report. On February 13, 2018 the application was adjourned *sine die*, when we were informed that Mr. Fridhandler's client Monika Galba, was also interested in bidding for the HoldCos' shares. We agreed to adjourn the application *sine die* and give, notice when the receiver intended to proceed with the sale of the HoldCos' shares.

The Receiver is now prepared to proceed with the sale of the HoldCos' shares. The sale process in respect of the German HoldCos' shares will be governed and conducted in accordance with Appendix "A" attached hereto.

The bill of sale referred to a schedule "A" to the purchase and sale agreement will be provided in January, 2021.

Please note the deadline to submit bids is 5:00 pm MST February 1 2021. If you have questions, please advise me by email.

Yours truly,

MNP Ltd.

In its capacity as Receiver-Manager of  
COGI Limited Partnership, Canadian Oil & Gas International Inc.  
and Conserve Oil Group Inc. and not in its personal capacity

Per: Victor P. Kroeger, CPA, CA, CIRP, LIT, CFE  
Senior Vice President

Cc: DLA Piper LLP  
B. Davison

## SALES AND ASSET DISPOSAL PROCESS

On October 26, 2015 MNP Ltd. was appointed as receiver and manager of all of the assets, properties and undertakings of COGI Limited Partnership, Canadian Oil & Gas International Inc. and Conserve Oil Group Inc. , and on January 6, 2016, was appointed as receiver and manager of all of the assets, properties and undertakings of Conserve Oil 1<sup>st</sup> Corporation (collectively, “COGI” or the “**Debtor**”) and MNP Ltd., in such capacity, the “**Receiver**”), pursuant to orders (the “**Receivership Order**”) of the Court of Queen’s Bench of Alberta (the “**Court**”).

Capitalized terms used herein but not otherwise defined have the meanings given to them in the Receivership Order. The following capitalized terms are defined as follows:

“**Assets**” means, collectively, the shares of the German corporations owned by COGI and described in Schedule “A”.

“**Person**” means an individual, corporation, limited or unlimited liability company, general or limited partnership, association, trust, unincorporated organization, joint venture or governmental organization.

“**Sales Process**” means the process set out herein for marketing, sale and disposal of the Assets.

This Sales Process describes how bids for the Assets will be submitted to and dealt with by the Receiver, and how Court approval will be obtained in respect of the sale of the Assets.

Any deadlines provided for in this Sales Process may be extended or compressed by the Receiver in its sole and unfettered discretion, considering and balancing factors such as transparency, fairness to Persons participating in the process and maximizing amounts realized from the sale of the Assets for the benefit of the creditors of and stakeholders in the Debtor.

### “AS IS, WHERE IS” BASIS

The Assets are offered for sale on an “as is, where is” basis and without representation or warranty of any nature, kind or description by the Receiver or its directors, officers, employees, agents or counsel. Without limiting the generality of the foregoing, the Receiver makes no representation or warranty with respect to:

the value of the Assets;

the condition of the Assets;

the Debtor’s compliance with any applicable laws pertaining to the Assets;

the title or interest of the Debtor in or to any of the Assets. In addition, any Person submitting an Asset Bid (as defined below) will be required to confirm that it is solely relying on its own diligence, inspection and review of the Assets in submitting such Asset Bid; or

what is required under German law to transfer the shares into the name of the purchaser.

### DUE DILIGENCE

The Receiver will not be creating a data room (the “**Data Room**”).

## SUBMISSION OF FINAL BIDS FROM QUALIFIED BIDDERS

If you wish to purchase Assets, you shall deliver to the Receiver, at the address specified in Schedule "B" hereto (including by email), **by no later than 5:00 pm (Mountain Daylight Time) on , February 1 2021** (or such earlier or later date or time as the Receiver, in its sole discretion, may determine) (the "**Bid Deadline**"), a written final, binding and irrevocable offer to purchase such Assets (the "**Asset Bid**") substantially in the form attached hereto as Schedule "C".

An Asset Bid submitted will be considered qualified for the purposes of the Receiver determining whether such Asset Bid is the most favourable only if the Asset Bid complies with all of the following requirements:

(a) the Asset Bid is submitted before the Bid Deadline;

the Asset Bid is duly executed and is not conditional on:

the outcome of due diligence; or

obtaining financing; and

the Asset Bid must be to purchase the Assets in their entirety. The Receiver will not consider a bid to acquire a portion of the Assets;

the Asset Bid is accompanied by a certified cheque or bank draft (drawn on or issued by a financial institution acceptable to the Receiver) payable to the Receiver in trust that is equal to of the purchase price to be paid for the Assets (a "**Deposit**")

The Receiver may waive the strict compliance of one or more of the requirements specified above. In particular, without in any way limiting the generality of the foregoing, the Receiver may deem an Asset Bid submitted by a secured creditor where the secured creditor is offering to purchase the Assets subject to its security and the purchase price is payable by way of setting-off the amounts owing to such secured creditor.

The Receiver may determine the Person who submitted the most favourable Asset Bid and proceed to negotiate and settle the terms and conditions of a definitive asset purchase agreement (subject to Court approval) in respect of the Assets subject to such Asset Bid, which agreement will be substantially in the form attached hereto as Schedule "1", with such changes as the Receiver agrees to in its absolute discretion (each such agreement being a "**PSA**"). In the event that there are two or more Asset Bids pertaining to the Assets, the Receiver may proceed to negotiate and settle the terms and conditions with such Persons. Negotiations for any PSAs of the Assets shall be concluded on or before 5:00 pm (Calgary Time) on February 8, 2021, or such earlier or later date and time as the Receiver may determine (the "**Final Agreement Deadline**").

In the event that no person submits an Asset Bid, and/or the Receiver determines that none of the Asset Bids should be accepted, or that PSAs are not entered into before the Final Agreement Deadline, this Sales Process shall terminate, and the Receiver will be at liberty to dispose of the Assets as it deems reasonable without a further sale process.

## **VESTING ORDER AND CLOSING**

In the event that the Receiver enters into a PSA with a Person (the “**Purchaser**”), the Receiver shall apply to the Court, as soon as reasonably practicable following the execution and delivery of such PSA, for an order approving the purchase and sale transaction contemplated by such PSA and vesting title to the Assets being purchased and sold thereby in such Purchaser in accordance with such PSA (a “**Vesting Order**”). The completion of a transaction approved by such Vesting Order shall occur on a business day after the issuance of such Vesting Order on a day designated in writing by the Receiver, but no later than ten (10) Business Days after the issuance of such Vesting Order without the consent of the Purchaser, acting reasonably.

## **DEPOSITS**

All Deposits shall be held in trust by the Receiver. In the event that a Deposit is paid pursuant to this Sales Process and the Receiver elects not to proceed to negotiate and settle a PSA, the Receiver shall return the Deposit and any interest accrued thereon.

## **AMENDMENTS**

The Receiver shall be authorized and permitted to make minor or administrative amendments to this Sales Process as may be reasonably required to give better effect to this Sales Process. Other than amendments authorized by the Receiver, there shall be no amendments to this Sales Process, including, for greater certainty the process and procedures set out herein, unless such amendment is approved by the Court.

## **FURTHER ORDERS**

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

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# Schedule “A”

## Assets

POC Management Holdings GmbH

POC GmbH

POC Energy Solutions GmbH

# Schedule “B”

## Address for Notices and Deliveries

To the Receiver:

MNP Ltd.  
500, 690 5<sup>th</sup> Avenue SW  
Calgary, AB T2P 3G4

Attention: Victor P. Kroeger, Senior Vice President  
Direct Dial: 403-298-8479  
Email: vic.kroeger@mnp.ca

# Schedule "C"

## PURCHASE AND SALE AGREEMENT

THIS AGREEMENT made as of the \_\_\_\_ day of \_\_\_\_\_, 2021.

BETWEEN:

**MNP LTD.**, solely in its capacity as receiver and manager of **COGI LIMITED PARTNERSHIP**, and not in its personal or corporate capacity (hereinafter referred to as "Vendor")

- and -

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(hereinafter referred to as "**Purchaser**")

**WHEREAS** pursuant to an order of the Honourable Justice A.D. Macleod of the Alberta Court of Queen's Bench (the "Court") dated October 26, 2015 (the "**Appointment Order**"), MNP Ltd. ("**Receiver**") was appointed receiver and manager of Conserve Oil Group Inc. ("**Conserve**"), Canadian Oil & Gas International Inc. and COGI Limited Partnership and on January 6, 2016 was appointed a receiver and manager of all the assets, properties and undertakings of Conserve Oil 1st Corporation (collectively, "COGI" or the "**Debtors**");

**AND WHEREAS** Vendor wishes to sell, and Purchaser wishes to purchase, all of the interest of Vendor in and to the Assets, subject to and in accordance with the terms, and conditions hereof;

**NOW THEREFORE, THIS AGREEMENT WITNESSETH** that in consideration of the premises and the mutual covenants and agreements hereinafter set forth, the Parties have agreed as follows:

### ARTICLE 1 INTERPRETATION

#### 1.1 Definitions

In this Agreement, unless the context otherwise requires:

- (a) "**Affiliate**" means with respect to any Person, any other Person or group of Persons acting in concert, directly or indirectly, that controls, is controlled by or is under common control with such Person. The term "control" as used in the preceding sentence means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person whether through ownership or more than fifty percent (50%) of the voting securities of such Person, by contract or otherwise;



- (b) "**Applicable Law**" means, in relation to any person, property or circumstance, all laws, statutes, rules, regulations, official directives and orders of Governmental Authorities (whether administrative, legislative, executive or otherwise), including judgments, orders and decrees of courts, commissions or bodies exercising similar functions, as amended, and includes the provisions and conditions of any permit, license or other governmental or regulatory authorization, that are in effect as at the relevant time and are applicable to such person, property or circumstance;
- (c) "**Assets**" means the shares in the German HoldCos as defined below;
- (d) "**Business Day**" means a day other than a Saturday, a Sunday or a statutory holiday in Calgary, Alberta;
- (e) "**Court Order**" means an order to be granted by the Court that authorizes, approves and confirms this Agreement and the sale of the Assets by Vendor to Purchaser in accordance with the terms and conditions contained herein, and vests title to the Assets in Purchaser free and clear of all encumbrances, liens, security interests or claims, other than Permitted Encumbrances;
- (f) "**Closing**" means the transfer of title, possession, beneficial ownership and risks of the Assets from the Vendor to the Purchaser, the exchange of Bills of Sale and payment of the Purchase Price by the Purchaser to the Vendor, and all other items and considerations required to be delivered on the Closing Date pursuant hereto;
- (g) "**Closing Date**" means the fifth (5th) Business Day following receipt of the Court Order, unless otherwise agreed upon in writing by the Parties;
- (h) "**Closing Place**" means the office of Vendor, or such other place as may be agreed upon in writing by the Parties;
- (i) "**Date of Appointment**" means October 26, 2015;
- (j) "**Effective Date**" means 8:00 a.m., \_\_\_\_\_.
- (k) "**German HoldCos**" means and includes:
- (i) POC Management Holdings GmbH;
  - (ii) POC GmbH;
  - (iii) POC Energy Solutions GmbH;
- (l) "**Governmental Authority**" means any federal, national, provincial, territorial, municipal or other government, any political subdivision thereof, and any ministry, sub-ministry, agency or sub-agency, court, board, bureau, office, or department, including any government-owned entity, having jurisdiction over a Party, the Assets or the Transaction;
- (m) "**GST**" means the goods and services tax payable pursuant to the GST Legislation;
- (n) "**GST Legislation**" means Part IX of the Excise Tax Act, R.S.C. 1985, c. E-15, as amended, and the regulations promulgated thereunder;
- (o) "**Losses**" means, all losses, costs, claims, damages, expenses and liabilities which a Party suffers, sustains, pays or incurs, including reasonable legal fees on a solicitor and his own client basis but notwithstanding the foregoing shall not include any liability for indirect or consequential damages including business loss, loss of profit, economic loss, punitive damages or income tax liabilities;
- (p) "**Party**" means a party to this Agreement;

- (q) **"Permitted Encumbrances"** means:
- (i) the terms and conditions of the Title Documents,
  - (ii) the right reserved to or vested in any grantor, Governmental Authority or other public authority by the terms of any Title Document or by Applicable Law to terminate any Title Document;
  - (iii) taxes and governmental restrictions of general application or otherwise affecting the value of any of the Assets;
  - (iv) the right reserved to or vested in any Governmental Authority or other public authority to control or regulate any of the Assets in any manner, including any directives or notices received from any Governmental Authority or other public authority pertaining to the Assets;
  - (v) undetermined or inchoate liens incurred or created as security in favour of any Person with respect to the Assets, as regards Vendor's or COGI's share of the costs and expenses thereof which are not due or delinquent as of the date hereof or the Closing Date;
  - (vi) the reservations, limitations, provisos, conditions, and statutory exceptions to title;
  - (vii) without limiting the generality of the foregoing, the provisions of the Title Documents and all remedies and requirements of all Applicable Laws, rules, regulations, orders and directions of Governmental Authorities and other competent authorities at law.
- (r) **"Person"** means any individual, corporation, limited or unlimited liability company, joint venture, partnership (limited or general), trust, trustee, executor, Governmental Authority or other entity;
- (s) **"Prime Rate"** means the rate of interest, expressed as a rate per annum, designated by the main branch in Calgary of ATB Financial as the reference rate used by it to determine rates of interest charged by it on Canadian dollar commercial loans made in Canada and which is announced by such bank, from time to time, as its prime rate, provided that whenever such bank announces a change in such reference rate the "Prime Rate" shall correspondingly change effective on the date the change in such reference rate is effective;
- (t) **"Representative"** means with respect to any Party, its Affiliates, and its and their respective directors, officers, servants, agents, advisors, employees and consultants;
- (u) **"Sales Taxes"** means all transfer, sales, excise, stamp, license, production, value-added and other like taxes, assessments, charges, duties, fees, levies or other governmental charges of any kind, and includes, but is not limited to, additions by way of penalties, interest and other amounts with respect thereto, but excludes GST;
- (v) **"Third Party"** means any individual or entity other than Receiver; COGI, Vendor and Purchaser, including without limitation any partnership, corporation, trust, unincorporated organization, union, government and any department and agency thereof and any heir, executor, administrator or other legal representative of an individual;
- (w) **"this Agreement"**, "herein", "hereto", "hereof" and similar expressions mean and refer to this Agreement;
- (x) **"Title Documents"** means, collectively, the shares in the German HoldCos;
- (y) **"Transaction"** means the transaction for the purchase and sale of the Assets as contemplated by this Agreement.

## **1.2 Headings**

The expressions "Article", "section", "subsection", "clause", "subclause", "paragraph" and "Schedule" followed by a number or letter or combination thereof mean and refer to the specified article, section, subsection, clause, subclause, paragraph and schedule of or to this Agreement.

## **1.3 Interpretation Not Affected by Headings**

The division of this Agreement into Articles, sections, subsections, clauses, subclauses and paragraphs and the provision of headings for all or any thereof are for convenience and reference only and shall not affect the construction or interpretation of this Agreement.

## **1.4 Included Words**

When the context reasonably permits, words suggesting the singular shall be construed as suggesting the plural and vice versa, and words suggesting gender or gender neutrality shall be construed as suggesting the masculine, feminine and neutral genders.

## **1.5 Schedules**

There are appended to this Agreement the following schedules pertaining to the following matters:

Schedule "A" - Bill of Sale

Such schedules are incorporated herein by reference as though contained in the body hereof. Wherever any term or condition of such schedules conflicts or is at variance with any term or condition in the body of this Agreement, such term or condition in the body of this Agreement shall prevail.

## **1.6 Damages**

All losses, costs, claims, damages, expenses and liabilities in respect of which a Party has a claim pursuant to this Agreement include, without limitation, reasonable legal fees and disbursements on a solicitor and client basis.

## **1.7 Derivatives**

Where a term is defined herein, a capitalized derivative of such term shall have a corresponding meaning unless the context otherwise requires.

## **1.8 Interpretation if Closing Does Not Occur**

In the event that Closing does not occur, each provision of this Agreement which presumes that Purchaser has acquired the Assets hereunder shall be construed as having been contingent upon Closing having occurred.

## **1.9 Conflicts**

If there is any conflict or inconsistency between a provision of the body of this Agreement and that of a schedule or a Bill of Sale, the provision of the body of this Agreement shall prevail. If any term or condition of this Agreement conflicts with a term or condition of a Title Document or any Applicable Law, the term or condition of such Title Document or the Applicable Law shall prevail, and this Agreement shall be deemed to be amended to the extent required to eliminate any such conflict.

## **1.10 Currency**

All dollar (\$) amounts referenced in this Agreement are expressed in the lawful currency of Canada.

**ARTICLE 2  
PURCHASE AND SALE AND CLOSING**

**2.1 Purchase and Sale**

Vendor, exercising the powers of sale granted pursuant to the Appointment Order, hereby agrees to sell, assign, transfer, convey and set over to Purchaser; and Purchaser hereby agrees to purchase from Vendor, all of the right, title, estate and interest of Vendor (whether absolute or contingent, legal or beneficial) in and to the Assets, subject to and in accordance with the terms of this Agreement.

**2.2 Purchase Price**

The aggregate consideration to be paid by Purchaser to Vendor for Vendor's interest in and to the Assets shall be \$ \_\_\_\_\_ (the "Purchase Price") satisfied by Purchaser by (i) cancellation of liabilities currently owing by Vendor to Purchaser in the amount of \_\_\_\_\_ as full and final settlement for said liabilities, or (ii) payment to the Vendor of cash at Closing in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) plus \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) GST, without adjustments of any kind or nature.

**2.3 Assumption of Abandonment and Reclamation Obligations**

In determining the Purchase Price, the Parties have taken into account the Purchaser's assumption of responsibility for the payment of all costs associated with the Assets, as set forth in this Agreement, and the absolute release of COGI and the Vendor of all and any responsibility or liability therefor.

**2.4 Closing**

Closing shall take place at the Closing Place on the Closing Date if there has been satisfaction or waiver of the conditions of Closing herein contained. Subject to all other provisions of this Agreement, possession, risk and beneficial ownership of Vendor's interest in and to the Assets shall pass from Vendor to Purchaser on the Closing Date, effective as of the Effective Date.

- (a) On the Closing Date, Vendor shall deliver to Purchaser:
  - (i) the Bill of Sale substantially in the form attached as Schedule "A", duly executed by Vendor; and
  - (ii) a receipt for the Purchase Price herein plus applicable GST and/or Sales Taxes, if any; and
  - (iii) a certified copy of the Court Order.
  
- (a) On the Closing Date, Purchaser shall release to Vendor:
  - (i) the Purchase Price, plus applicable GST and/or Sales Taxes;
  - (ii) the Bill of Sale in the form attached as Schedule "A", duly executed by Purchaser.

## **2.5 Bill of Sale**

The Parties shall cooperate in the preparation of the Bill of Sale. At a reasonable time prior to Closing. The Bill of Sale shall not confer or impose upon either Party any greater right or obligation than as contemplated in this Agreement. Promptly after Closing, Purchaser shall register the Bill of Sale and shall bear all costs incurred therewith and in preparing any further documents or registering any further assurances required to convey the Assets to Purchaser.

## **2.6 Title Documents and Miscellaneous Interests**

As soon as practicable following closing, Vendor shall deliver to Purchaser any documents which are now in the possession of Vendor or of which Vendor gains possession of prior to Closing in respect of the Assets.

## **2.7 Form of Payment**

All payments to be made pursuant to this Agreement shall be in Canadian funds. All payments to be made pursuant to this Agreement shall be made by certified cheque or bank draft.

## **2.8 Taxes**

Each of Purchaser and Vendor is a registrant for GST purposes and will continue to be a registrant at the Closing Date in accordance with the provisions of the GST Legislation. Their respective GST registration numbers are:

Vendor            80090 5937RT0002

Purchaser        \_\_\_\_\_

Purchaser shall, at Closing, pay to Vendor, in accordance with section 2.2 hereof, the amount of GST payable in respect of its purchase of the Assets and Vendor shall remit such amount to the applicable Governmental Authority. Purchaser shall be responsible for the payment of any additional GST or any interest and penalties payable in respect of such additional GST and shall indemnify and save harmless Vendor in respect thereof. The Parties acknowledge that the Purchase Price is exclusive of all Sales Taxes. Purchaser shall be solely responsible for all Sales Taxes which may be imposed by any Governmental Authority and which pertain to Purchaser's acquisition of the Assets or to the registration of any Bills of Sale necessitated hereby.

## **ARTICLE 3**

### **CONDITIONS OF CLOSING**

#### **3.1 Required Consents**

Both before and after closing, each of the Parties shall use all reasonable efforts to obtain any and all approvals required under Applicable Law and any and all material consents of Third Parties required to permit the Transaction. The Parties acknowledge that the acquisition of such consents shall not be a condition precedent to Closing. It shall be the sole obligation of Purchaser, at Purchaser's sole cost and expense, to provide any and all financial assurances required by Governmental Authorities to permit the transfer to Purchaser, and registration of Purchaser as owner, and/or operator, of any of the Assets.

### **3.2 Mutual Conditions**

The obligation of Purchaser to purchase Vendor's interest in and to the Assets, and of Vendor to sell its interest in and to the Assets to Purchaser, is subject to the following conditions precedent:

- (a) Vendor obtaining the Court Order; and
- (b) there shall not have been instituted any legal proceedings to obtain, and no court, or Governmental Authority of competent jurisdiction shall have issued, promulgated, enforced or entered any judgment, decree, injunction or other order, whether temporary, preliminary or permanent, that restrains, enjoins or otherwise prohibits consummation of the Transaction,

Unless otherwise agreed to by the Parties, if the conditions contained in this section 3.2 have not been performed or satisfied on or before the Closing Date, this Agreement and the obligations of Vendor and Purchaser under this Agreement shall automatically terminate without any further action on the part of either Vendor or Purchaser.

### **3.3 Purchaser's Conditions**

The obligation of Purchaser to purchase Vendor's interest in and to the Assets is subject to the following conditions precedent, which are inserted herein and made part hereof for the exclusive benefit of Purchaser and may be waived by Purchaser in whole or in part:

- (a) the representations and warranties of Vendor herein contained shall be true in all material respects when made and as of the Closing Date; and
- (b) all obligations of Vendor contained in this Agreement to be performed prior to or at Closing shall have been timely performed in all material respects.

If any one or more of the foregoing conditions precedent has or have not, been satisfied, complied with, or waived by Purchaser, at or before the Closing Date, Purchaser may terminate this Agreement by written notice to Vendor. If Purchaser terminates this Agreement Vendor and Purchaser shall be released and discharged from all obligations hereunder except as provided in section 10.13.

### **3.4 Vendor's Conditions**

The obligation of Vendor to sell, its interest in and to the Assets to Purchaser is subject to the following conditions precedent, which are inserted herein and made part hereof for the exclusive benefit of Vendor and may be waived by Vendor in whole or in part:

- (a) the representations and warranties of Purchaser herein contained shall be true in all material respects when made and as of the Closing Date;
- (b) all obligations of Purchaser contained in this Agreement to be performed prior to or at Closing shall have been timely performed in all material respects; and
- (c) all amounts to be paid by Purchaser to Vendor at Closing, including, without limitation, the Purchase Price, shall have been paid to Vendor in the form stipulated in this Agreement.

If any one or more of the foregoing conditions precedent has or have not been satisfied, complied with, or waived by Vendor, at or before the Closing Date, Vendor may terminate this Agreement by written notice to Purchaser. If Vendor terminates this Agreement, Vendor and Purchaser shall be released and discharged from all obligations hereunder except as provided in section 10.12.

### **3.5 Efforts to Fulfil Conditions Precedent**

Purchaser and Vendor shall proceed diligently and in good faith and use all reasonable efforts to satisfy and comply with and assist in the satisfaction and compliance with the foregoing conditions precedent.

## **ARTICLE 4**

### **REPRESENTATIONS AND WARRANTIES**

#### **4.1 Representations and Warranties of Vendor and Receiver**

Vendor makes only the following representations to Purchaser, no claim in respect of which shall be made or be enforceable by Purchaser unless written notice of such claim, with reasonable particulars, is given by Purchaser to Vendor within a period of six (6) months following the Closing Date:

- (a) Receiver has been appointed by the Court as receiver and manager of COGI and such appointment is valid and subsisting;
- (b) subject to obtaining the Court Order, Vendor has the right to enter into this Agreement and to complete the Transaction;
- (c) provided the Court Order is obtained, this Agreement and any other agreements delivered in connection herewith constitute valid and binding obligations of Vendor enforceable against Vendor in accordance with their terms; and
- (d) Vendor is not a non-resident of Canada within the Income Tax Act (Canada).

#### **4.2 Representations and Warranties of Purchaser**

Purchaser makes the following representations and warranties to Vendor, no claim in respect of which shall be made, or be enforceable by Vendor unless written notice of such claim, with reasonable particulars, is given by Vendor to Purchaser within a period of six (6) months following the Closing Date:

- (a) Purchaser is a corporation duly organized, validly existing and is authorized to carry on business;
- (b) Purchaser has good right, power and absolute authority to purchase and acquire the interest of Vendor in and to the Assets according to the true intent and meaning of this Agreement;
- (c) except for obtaining the Court Order, the execution, delivery and performance of this Agreement has been duly and validly authorized by any and all requisite corporate, shareholders', directors' or equivalent actions and will not result in any violation of, be in conflict with, or constitute a default under, any articles, charter, bylaw or other governing document to which Purchaser is bound;
- (d) the execution, delivery and performance of this Agreement will not result in any violation of, be in conflict with, or constitute a default under, any term or provision of any agreement or document to which Purchaser is party or by which Purchaser is bound, nor under any judgement, decree, order, statute, regulation, rule or license applicable to Purchaser;
- (e) provided the Court Order is obtained, this Agreement and any other agreements delivered in connection herewith constitute valid and binding obligations of Purchaser enforceable against Purchaser in accordance with their terms;



- (f) no authorization or approval or other action by, and no notice to or filing with, any Governmental Authority or regulatory body exercising jurisdiction over the Assets is required for the due execution, delivery and performance by Purchaser of this Agreement, other than authorizations, approvals or exemptions from requirement therefor previously obtained and currently in force or to be obtained prior to or after Closing;
- (g) Purchaser has adequate funds available in an aggregate amount sufficient to pay: (i) all amounts required to be paid by Purchaser under this Agreement; and (ii) all expenses which have been or will be incurred by Purchaser in connection with this Agreement and the Transaction;
- (h) Purchaser has not incurred any obligation or liability, contingent or otherwise, for brokers' or finders' fees in respect of this Agreement or the Transaction for which Vendor shall have any obligation or liability; and
  - (i) Purchaser is not a non-resident of Canada within the Income Tax Act (Canada).

#### **4.3 Limitation of Representations by Vendor**

- (a) Subject to section 4.1, Vendor expressly negates any representations or warranties, whether written or verbal, made by Vendor or its Representatives and in particular, without limiting the generality of the foregoing, Vendor disclaims all liability and responsibility for any such representation, warranty, statement or information made or communicated, whether verbal or in writing, to Purchaser or any of its Representatives. Vendor's interest in and to the Assets shall be purchased on a strictly "as is, where is" basis and there are no collateral agreements, conditions, representations or warranties of any nature whatsoever made by Vendor, express or implied, arising at law, by statute, in equity or otherwise, with respect to the Assets and in particular, without limiting the generality of the foregoing, there are no collateral agreements, conditions, representations or warranties made by Vendor, express or implied, arising at law, by statute, in equity or otherwise with respect to:
  - (i) the accuracy or completeness of the data or information supplied by the Vendor or any of its Representatives in connection with the Assets;
  - (ii) the suitability of the Assets for any purpose;
  - (iii) whether the Assets are in compliance with the Applicable Law of Germany;
  - (iv) the title and interest of Vendor in and to the Assets; or
  - (v) whether the Assets are in good standing under the Applicable Law of Germany.
- (b) Without restricting the generality of the foregoing, Purchaser acknowledges that it has made its own independent investigation, analysis, evaluation and inspection of Vendor's relied solely on, such investigation, analysis, evaluation and inspection as to its assessment of the condition, quantum and value of the Assets.
- (c) Except with respect to the representations and warranties in section 4.1 or in the event of fraud, Purchaser forever releases and discharges Vendor and its Representatives from any claims and all liability to Purchaser or Purchaser's assigns and successors, as a result of the use or reliance upon advice, information or materials pertaining to the Assets which was delivered or made available to Purchaser by Vendor or its Representatives prior to or pursuant to this Agreement, including, without limitation, any evaluations, projections, reports and interpretive or non-factual materials prepared by or for Vendor, or otherwise in Vendor's possession.



## **ARTICLE 5**

### **INDEMNITIES FOR REPRESENTATIONS AND WARRANTIES**

#### **5.1 Vendor's Indemnities for Representations and Warranties**

Vendor shall be liable to Purchaser for and shall, in addition, indemnify Purchaser from and against, all Losses suffered, sustained, paid or incurred by Purchaser which would not have been suffered, sustained, paid or incurred had all of the representations and warranties contained in section 4.1 been accurate and truthful; provided, that nothing in this section 5.1 shall be construed so as to cause Vendor to be liable to or indemnify Purchaser in connection with any representation or warranty contained in section 4.1 if and to the extent that Purchaser did not rely upon such representation or warranty.

#### **5.2 Purchaser's Indemnities for Representations and Warranties**

Purchaser shall be liable to Vendor for and shall, in addition, indemnify Vendor from and against, all Losses suffered, sustained, paid or incurred by Vendor which would not have been suffered, sustained, paid or incurred had all of the representations and warranties contained in section 4.2 been accurate and truthful; provided, that nothing in this section 5.2 shall be construed so as to cause Purchaser to be liable to or indemnify Vendor in connection with any representation or warranty contained in section 4.2 if and to the extent that Vendor did not rely upon such representation or warranty.

#### **5.3 Survival of Representations and Warranties**

Each Party acknowledges that the other may rely on the representations and warranties made by such Party pursuant to section 4.1 or 4.2, as the case may be. The representations and warranties in sections 4.1 and 4.2 shall be true as of the date hereof and on the Closing Date, and such representations and warranties shall continue in full force and effect and shall survive the Closing Date for a period of six (6) months, for the benefit of the Party to which such representations and warranties were made. In the absence of fraud, however, no claim or action shall be commenced with respect to a breach of any such representation and warranty, unless, within such period, written notice specifying such breach in reasonable detail has been provided to the Party which made such representation or warranty.

## **ARTICLE 6**

### **INDEMNITIES**

#### **6.1 Post-Closing Date Indemnity**

Provided that Closing has occurred, Purchaser shall:

- (a) be solely liable and responsible for any and all Losses which Vendor may suffer, sustain, pay or incur; and
- (b) indemnify, release and save harmless Vendor and its Representatives from any and all Losses, actions, proceedings and demands, whatsoever which may be brought against or suffered by Vendor or which it may sustain, pay or incur, as a result of any matter or thing resulting from, attributable to or connected with the Assets and accruing after the Closing Date.

**ARTICLE 7**  
**MAINTENANCE OF ASSETS**

**7.1 Consent of Purchaser**

Vendor shall not from the date hereof to the Closing Date, without the written consent of Purchaser, which consent shall not be unreasonably withheld by Purchaser and which, if provided, shall be provided in a timely manner:

- (a) make any commitment or propose, initiate or authorize any capital expenditure, with respect to the Assets, without its consent provided, however, that should Purchaser withhold its consent or fail to provide its consent in a timely manner and a reduction in the value of the Assets results, there shall be no abatement or reduction in the Purchase Price; or
- (b) sell, encumber or otherwise dispose of any of the Assets or any part or portion thereof .

**7.2 Proposed Actions**

If an operation or the exercise of any right respecting the Assets is proposed in circumstances which would result in Purchaser incurring an obligation pursuant to section 7.2, the following shall apply to such operation or the exercise of such right (hereinafter referred to as the "Proposal"):

- (a) Vendor shall promptly give Purchaser notice of the Proposal, describing the particulars in reasonable detail;
- (b) Purchaser shall, not later than twenty four (24) hours prior to the time Vendor is required to make its election with respect to the Proposal, advise Vendor, by notice, whether Purchaser wishes Vendor to exercise Vendor's rights with respect to the Proposal on Purchaser's behalf, provided that Purchaser's failure to make such election within such period shall be deemed to be Purchaser's election to participate in the Proposal;
- (c) Vendor shall make the election authorized (or deemed to be authorized) by Purchaser with respect to the Proposal within the period during which Vendor may respond to the Proposal; and
- (d) Purchaser's election (including, its deemed election) to not participate in any Proposal required to preserve the existence of any of the Assets shall not entitle Purchaser to any reduction of the Purchase Price if Vendor's interest therein is terminated as a result of such election, and such termination shall not constitute a failure of Vendor's representations and warranties pertaining to such Assets, notwithstanding section 5.3.

**7.3 Vendor Deemed Purchaser's Agent**

- (a) Provided Closing occurs, Purchaser shall indemnify Vendor and its Representatives against all Losses which Vendor or its Representatives may suffer or incur as a result of Vendor maintaining the Assets as Purchaser's agent pursuant to this Article 7, insofar as such Losses are not a direct result of the gross negligence or wilful misconduct of Vendor or its Representatives. An action or omission of Vendor or of its Representatives shall not be regarded as gross negligence or wilful misconduct to the extent to which it was done or omitted from being done in accordance with Purchaser's instructions (including any election deemed pursuant to section 7.2(b)) or concurrence.

**ARTICLE 8**  
**RIGHTS OF FIRST REFUSAL**

**8.1 Rights of First Refusal**

Vendor and Purchaser hereby acknowledge and agree that there are no Rights of First Refusals application to the Transaction.

**ARTICLE 9**  
**PURCHASER'S REVIEW AND ACCESS TO BOOKS AND RECORDS**

**9.1 Access to Information**

After Closing and subject to contractual restrictions in favour of Third Parties relative to disclosure, Purchaser shall, on request from Vendor, provide reasonable access to Vendor at Purchaser's offices, during its normal business hours, to the agreements and documents to which the Assets are subject and the contracts, agreements, records, books, documents, licenses, reports and the Title Documents which are then in the possession or control of Purchaser and to make copies thereof, as Vendor may reasonably require for purposes relating to:

- (a) COGI's or Vendor's ownership of the Assets (including taxation matters and liabilities and claims that arise from or relate to acts, omissions, events, circumstances or operations on or before the Closing Date);
- (b) enforcing its rights under this Agreement;
- (c) compliance with Applicable Law; or
- (d) any claim commenced or threatened by any Third Party against COGI or Vendor.

**9.2 Maintenance of Information**

All of the information, materials and other records delivered to Purchaser pursuant to the terms hereof shall be maintained in good order and good condition and kept in a reasonably accessible location by Purchaser for a period of two (2) years from the Closing Date.

**ARTICLE 10**  
**GENERAL**

**10.1 Further Assurances**

Each Party will, from time to time and at all times after Closing, without further consideration, do such further acts and deliver all such further assurances, deeds and documents as shall be reasonably required to fully perform and carry out the terms of this Agreement.

**10.2 No Merger**

The covenants, representations, warranties and indemnities contained in this Agreement shall be deemed to be restated in any and all documents conveying the interests of Vendor in and to the Assets to Purchaser, subject to any and all time and other limitations contained in this Agreement. There shall not be any merger of any covenant, representation, warranty or indemnity in such assignments, conveyances, transfers and other documents notwithstanding any rule of law, equity or statute to the contrary and such rules are hereby waived.

### **10.3 Receiver**

Purchaser acknowledges that Receiver is acting solely in its capacity as the Court-appointed receiver and manager of COGI, and not in its personal or corporate capacity. Under no circumstances shall Receiver or any of its Representatives have any liability pursuant to this Agreement, or in relation to the Transaction, in its or their personal or corporate capacity, whether such liability be in contract, tort or otherwise.

### **10.4 Entire Agreement**

The provisions contained in any and all documents and agreements collateral hereto shall at all times be read subject to the provisions of this Agreement and, in the event of conflict, the provisions of this Agreement shall prevail. This Agreement supersedes all other agreements, documents, writings and verbal understandings between the Parties relating to the subject matter hereof and expresses the entire agreement of the Parties with respect to the subject matter hereof.

### **10.5 Governing Law**

This Agreement shall, in all respects, be subject to, interpreted, construed and enforced in accordance with and under the laws of the Province of Alberta and the laws of Canada applicable therein and shall, in every regard, be treated as a contract made in the Province of Alberta. The Parties irrevocably attorn and submit to the jurisdiction of the courts of the Province of Alberta and courts of appeal therefrom in respect of all matters arising out of this Agreement.

### **10.6 Assignment and Enurement**

This Agreement may not be assigned by a Party without the prior written consent of the other Party, which consent may be unreasonably and arbitrarily withheld. This Agreement shall be binding upon and shall enure to the benefit of the Parties and their respective administrators, trustees, receivers, successors and permitted assigns.

### **10.7 Time of Essence**

Time shall be of the essence in this Agreement.

### **10.8 Notices**

The addresses and email addresses of the Parties for delivery of notices hereunder shall be as follows:

Vendor	-MNP Ltd. 640 – 5th Avenue S.W., Suite 1500 Calgary, AB T2P 3G4 Attention: Mr. Victor P. Kroeger vic.kroeger@mnp.ca
--------	------------------------------------------------------------------------------------------------------------------------------------

Purchaser - \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

All notices, communications and statements required, permitted or contemplated hereunder shall be in writing, and shall be delivered as follows:

- (a) by delivery to a Party between 8:00 a.m. and 4:00 p.m. on a Business Day at the address of such Party for notices, in which case, the notice shall be deemed to have been received by that Party when it is delivered;
- (b) by email to a Party to the email address of such Party for notices, in which case the notice shall be deemed to have been received by that Party on the day in which such email was sent; or
- (c) except in the event of an actual or threatened postal strike or other labour disruption that may affect mail service, by first class registered postage prepaid mail to a Party at the address of such Party for notices, in which case, the notice shall be deemed to have been received by that Party on the fourth (4th) Business Day following the date of mailing.

A Party may from time to time change its address for service, email address for service or designated representative by giving written notice of such change to the other Party.

**10.9 Invalidity of Provisions**

In case any of the provisions of this Agreement should be invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

**10.10 Waiver**

No failure on the part of any Party in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or remedy preclude any other or further exercise thereof or the exercise of any right or remedy in law or in equity or by statute or otherwise conferred. No waiver by any Party of any breach (whether actual or anticipated) of any of the terms, conditions, representations or warranties contained herein shall take effect or be binding upon that Party unless the waiver is expressed in writing under the authority of that Party. Any waiver so given shall extend only to the particular breach so waived and shall not limit or affect any rights with respect to any other or future breach.

**10.11 Amendment**

This Agreement shall not be varied in its terms or amended by oral agreement or by representations or otherwise other than by an instrument in writing dated subsequent to the date hereof, executed by a duly authorized representative of each Party.

**10.12 Confidentiality and Public Announcements**

Until Closing has occurred, each Party shall keep confidential all information obtained from the other Party in connection with the Assets and shall not release any information concerning this Agreement and the Transaction without the prior written consent of the other Party, which consent shall not be unreasonably withheld. Nothing contained herein shall prevent a Party at any time from furnishing information (i) to any Governmental Authority or regulatory authority or to the public if required by Applicable Law; or (ii) in connection with obtaining the Court Order; or (iii) as required to COGI's secured creditors.

**10.13 Counterpart Execution**

This Agreement may be executed and delivered in counterpart and transmitted by facsimile or other electronic means and all such executed counterparts, including electronically transmitted copies of such counterparts, shall together constitute one and the same agreement.

**IN WITNESS WHEREOF** the Parties have executed this Agreement as of the date first above written.

**MNP LTD.**, solely in its capacity as receiver and manager of  
**COGI LIMITED PARTNERSHIP**,  
and not in its personal or corporate capacity

Per: \_\_\_\_\_  
Name:  
Title:

Per: \_\_\_\_\_  
Name:  
Title:

# Schedule “D”

## BILL OF SALE

## APPENDIX "D"



## PURCHASE AND SALE AGREEMENT

THIS AGREEMENT made as of the 1<sup>st</sup> day of February , 2021.

BETWEEN:

**MNP LTD.**, solely in its capacity as receiver  
and manager of **COGI LIMITED PARTNERSHIP** and **CONSERVE OIL GROUP INC.**,  
and not in its personal or corporate capacity  
(hereinafter referred to as "**Vendor**")  
- and -

**CAN DIRECT INTER GmbH**, a corporation incorporated  
under the laws of Germany  
(hereinafter referred to as "**Purchaser**")

**WHEREAS** pursuant to an order of the Honourable Justice A.D. Macleod of the Alberta Court of Queen's Bench (the "Court") dated October 26, 2015 (the "**Appointment Order**"), MNP Ltd. ("**Receiver**") was appointed receiver and manager of Conserve Oil Group Inc. ("**Conserve**"), Canadian Oil & Gas International Inc. and COGI Limited Partnership and on January 6, 2016 was appointed a receiver and manager of all the assets, properties and undertakings of Conserve Oil 1st Corporation (collectively, "**COGI**" or the "**Debtors**");

**AND WHEREAS** Vendor is the owner of the Shares;

**AND WHEREAS** Vendor wishes to sell, and Purchaser wishes to purchase, all of the interest of Vendor in and to the Assets, subject to and in accordance with the terms, and conditions hereof;

**NOW THEREFORE, THIS AGREEMENT WITNESSETH** that in consideration of the premises and the mutual covenants and agreements hereinafter set forth, the Parties have agreed as follows:

### ARTICLE 1 INTERPRETATION

#### 1.1 Definitions

In this Agreement, unless the context otherwise requires:

- (a) "**Affiliate**" means with respect to any Person, any other Person or group of Persons acting in concert, directly or indirectly, that controls, is controlled by or is under common control with such Person. The term "control" as used in the preceding sentence means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person whether through ownership or more than fifty percent (50%) of the voting securities of such Person, by contract or otherwise;
- (b) "**Applicable Law**" means, in relation to any person, property or circumstance, all laws, statutes, rules, regulations, official directives and orders of Governmental Authorities (whether administrative, legislative, executive or otherwise), including judgments, orders and decrees of courts, commissions or bodies exercising similar functions, as amended, and includes the

provisions and conditions of any permit, license or other governmental or regulatory authorization, that are in effect as at the relevant time and are applicable to such person, property or circumstance;

- (c) "**Assets**" means all of the issued and outstanding shares in the German HoldCos;
- (d) "**Business Day**" means a day other than a Saturday, a Sunday or a statutory holiday in Calgary, Alberta;
- (e) "**Closing**" means the transfer of title, possession, beneficial ownership and risks of the Assets from the Vendor to the Purchaser, the exchange of Transfer Documents and payment of the Purchase Price by the Purchaser to the Vendor, and all other items and considerations required to be delivered on the Closing Date pursuant hereto;
- (f) "**Closing Date**" means the fifth (5th) Business Day following receipt of the Court Order, unless otherwise agreed upon in writing by the Parties;
- (g) "**Closing Place**" means the office of Vendor, or such other place as may be agreed upon in writing by the Parties;
- (h) "**Court Order**" means an order to be granted by the Court that authorizes, approves and confirms this Agreement and the sale of the Assets by Vendor to Purchaser in accordance with the terms and conditions contained herein, and vests title to the Assets in Purchaser free and clear of all encumbrances, liens, security interests or claims, other than Permitted Encumbrances;
- (i) "**Date of Appointment**" means October 26, 2015;
- (j) "**Effective Date**" means 8:00 a.m. on the Closing Date;
- (k) "**German HoldCos**" means and includes:
  - (i) POC Management Holdings GmbH;
  - (ii) POC GmbH;
  - (iii) POC Energy Solutions GmbH;
- (l) "**Governmental Authority**" means any federal, national, provincial, territorial, municipal or other government, any political subdivision thereof, and any ministry, sub-ministry, agency or sub-agency, court, board, bureau, office, or department, including any government-owned entity, having jurisdiction over a Party, the Assets or the Transaction;
- (m) "**GST**" means the goods and services tax payable pursuant to the GST Legislation;
- (n) "**GST Legislation**" means Part IX of the Excise Tax Act, R.S.C. 1985, c. E-15, as amended, and the regulations promulgated thereunder;
- (o) "**Losses**" means, all losses, costs, claims, damages, expenses and liabilities which a Party suffers, sustains, pays or incurs, including reasonable legal fees on a solicitor and his own client basis but

notwithstanding the foregoing shall not include any liability for indirect or consequential damages including business loss, loss of profit, economic loss, punitive damages or income tax liabilities;

- (p) "**Party**" means a party to this Agreement;
- (q) "**Permitted Encumbrances**" means:
  - (i) the terms and conditions of the Title Documents,
  - (ii) the right reserved to or vested in any grantor, Governmental Authority or other public authority by the terms of any Title Document or by Applicable Law to terminate any Title Document;
  - (iii) taxes and governmental restrictions of general application or otherwise affecting the value of any of the Assets;
  - (iv) the right reserved to or vested in any Governmental Authority or other public authority to control or regulate any of the Assets in any manner, including any directives or notices received from any Governmental Authority or other public authority pertaining to the Assets;
  - (v) the reservations, limitations, provisos, conditions, and statutory exceptions to title;
  - (vi) without limiting the generality of the foregoing, the provisions of the Title Documents and all remedies and requirements of all Applicable Laws, rules, regulations, orders and directions of Governmental Authorities and other competent authorities at law;
- (r) "**Person**" means any individual, corporation, limited or unlimited liability company, joint venture, partnership (limited or general), trust, trustee, executor, Governmental Authority or other entity;
- (s) "**Prime Rate**" means the rate of interest, expressed as a rate per annum, designated by the main branch in Calgary of ATB Financial as the reference rate used by it to determine rates of interest charged by it on Canadian dollar commercial loans made in Canada and which is announced by such bank, from time to time, as its prime rate, provided that whenever such bank announces a change in such reference rate the "Prime Rate" shall correspondingly change effective on the date the change in such reference rate is effective;
- (t) "**Representative**" means with respect to any Party, its Affiliates, and its and their respective directors, officers, servants, agents, advisors, employees and consultants;
- (u) "**Sales Taxes**" means all transfer, sales, excise, stamp, license, production, value-added and other like taxes, assessments, charges, duties, fees, levies or other governmental charges of any kind, and includes, but is not limited to, additions by way of penalties, interest and other amounts with respect thereto, but excludes GST;
- (v) "**Third Party**" means any individual or entity other than Receiver; COGI, Vendor and Purchaser, including without limitation any partnership, corporation, trust, unincorporated organization, union, government and any department and agency thereof and any heir, executor, administrator or other legal representative of an individual;

- (w) **"this Agreement"**, "herein", "hereto", "hereof" and similar expressions mean and refer to this Agreement;
- (x) **"Title Documents"** means, collectively, the shares in the German HoldCos;
- (y) **"Transaction"** means the transaction for the purchase and sale of the Assets as contemplated by this Agreement; and
- (z) **"Transfer Documents"** means the General Conveyance, substantially in the form attached as Schedule "A, and the Deed (for the shares of each of the German Holdcos) substantially in the form attached as Schedule "B".

## 1.2 Headings

The expressions "Article", "section", "subsection", "clause", "subclause", "paragraph" and "Schedule" followed by a number or letter or combination thereof mean and refer to the specified article, section, subsection, clause, subclause, paragraph and schedule of or to this Agreement.

## 1.3 Interpretation

Not Affected by Headings The division of this Agreement into Articles, sections, subsections, clauses, subclauses and paragraphs and the provision of headings for all or any thereof are for convenience and reference only and shall not affect the construction or interpretation of this Agreement.

## 1.4 Included Words

When the context reasonably permits, words suggesting the singular shall be construed as suggesting the plural and vice versa, and words suggesting gender or gender neutrality shall be construed as suggesting the masculine, feminine and neutral genders.

## 1.5 Schedules

There are appended to this Agreement the following schedules pertaining to the following matters:

- Schedule "A" - General Conveyance
- Schedule "B" - Deed (Germany)

Such schedules are incorporated herein by reference as though contained in the body hereof. Wherever any term or condition of such schedules conflicts or is at variance with any term or condition in the body of this Agreement, such term or condition in the body of this Agreement shall prevail.

## 1.6 Damages

All losses, costs, claims, damages, expenses and liabilities in respect of which a Party has a claim pursuant to this Agreement include, without limitation, reasonable legal fees and disbursements on a solicitor and client basis.

## **1.7 Derivatives**

Where a term is defined herein, a capitalized derivative of such term shall have a corresponding meaning unless the context otherwise requires.

## **1.8 Interpretation if Closing Does Not Occur**

In the event that Closing does not occur, each provision of this Agreement which presumes that Purchaser has acquired the Assets hereunder shall be construed as having been contingent upon Closing having occurred.

## **1.9 Conflicts**

If there is any conflict or inconsistency between a provision of the body of this Agreement and that of a schedule or a Transfer Document, the provision of the body of this Agreement shall prevail. If any term or condition of this Agreement conflicts with a term or condition of a Title Document or any Applicable Law, the term or condition of such Title Document or the Applicable Law shall prevail, and this Agreement shall be deemed to be amended to the extent required to eliminate any such conflict.

## **1.10 Currency**

All dollar (\$) amounts referenced in this Agreement are expressed in the lawful currency of Canada.

# **ARTICLE 2 PURCHASE AND SALE AND CLOSING**

## **2.1 Purchase and Sale**

Vendor, exercising the powers of sale granted pursuant to the Appointment Order, hereby agrees to sell, assign, transfer, convey and set over to Purchaser; and Purchaser hereby agrees to purchase from Vendor, all of the right, title, estate and interest of Vendor (whether absolute or contingent, legal or beneficial) in and to the Assets, subject to and in accordance with the terms of this Agreement.

## **2.2 Purchase Price**

The aggregate consideration to be paid by Purchaser to Vendor for Vendor's interest in and to the Assets shall be \$ [REDACTED] (the "**Purchase Price**") satisfied by Purchaser by payment to the Vendor of cash at Closing in the amount of [REDACTED] Dollars (\$ [REDACTED]), without adjustments of any kind or nature.

## **2.3 Assumption of Abandonment and Reclamation Obligations**

In determining the Purchase Price, the Parties have taken into account the Purchaser's assumption of responsibility for the payment of all costs associated with the Assets, as set forth in this Agreement, and the absolute release of COGI and the Vendor of all and any responsibility or liability therefor.

## **2.4 Closing**

Closing shall take place at the Closing Place on the Closing Date if there has been satisfaction or waiver of the conditions of Closing herein contained. Subject to all other provisions of this Agreement, possession, risk and beneficial ownership of Vendor's interest in and to the Assets shall pass from Vendor to Purchaser on the Closing Date, effective as of the Effective Date.

- (a) On the Closing Date, Vendor shall deliver to Purchaser:
  - (i) the General Conveyance substantially in the form attached as Schedule "A", duly executed by Vendor;
  - (ii) a Deed for the shares of each of the German HoldCos substantially in the form attached as Schedule "B" duly executed and notarized by Vendor;
  - (iii) a receipt for the Purchase Price herein plus applicable GST and/or Sales Taxes, if any; and
  - (iv) a certified copy of the Court Order.
- (b) On the Closing Date, Purchaser shall release to Vendor:
  - (i) the Purchase Price, plus applicable GST and/or Sales Taxes;
  - (ii) the General Conveyance in the form attached as Schedule "A", duly executed by Purchaser; and
  - (iii) a Deed for the shares of each of the German HoldCos substantially in the form attached as Schedule "B" duly executed and notarized by Purchaser.

## **2.5 Transfer Documents**

The Parties shall cooperate in the preparation of the Transfer Documents. At a reasonable time prior to Closing. The Transfer Documents shall not confer or impose upon either Party any greater right or obligation than as contemplated in this Agreement. Promptly after Closing, Purchaser shall register the applicable Transfer Documents and shall bear all costs incurred therewith and in preparing any further documents or registering any further assurances required to convey the Assets to Purchaser.

## **2.6 Title Documents and Miscellaneous Interests**

As soon as practicable following closing, Vendor shall deliver to Purchaser any documents which are now in the possession of Vendor or of which Vendor gains possession of prior to Closing in respect of the Assets.

## **2.7 Form of Payment**

All payments to be made pursuant to this Agreement shall be in Canadian funds. All payments to be made pursuant to this Agreement shall be made by solicitors trust cheque, certified cheque or bank draft.

## **2.8 Taxes**

The Parties acknowledge that the Purchase Price is exclusive of all Sales Taxes. Purchaser shall be solely responsible for all Sales Taxes which may be imposed by any Governmental Authority and which pertain to Purchaser's acquisition of the Assets or to the registration of any Transfer Documents necessitated hereby.

## **ARTICLE 3 CONDITIONS OF CLOSING**

### **3.1 Required Consents**

Both before and after closing, each of the Parties shall use all reasonable efforts to obtain any and all approvals required under Applicable Law and any and all material consents of Third Parties required to permit the Transaction. The Parties acknowledge that the acquisition of such consents shall not be a condition precedent to Closing. It shall be the sole obligation of Purchaser, at Purchaser's sole cost and expense, to provide any and all financial assurances required by Governmental Authorities to permit the transfer to Purchaser, and registration of Purchaser as owner, and/or operator, of any of the Assets.

### **3.2 Mutual Conditions**

The obligation of Purchaser to purchase Vendor's interest in and to the Assets, and of Vendor to sell its interest in and to the Assets to Purchaser, is subject to the following conditions precedent:

- (a) Vendor obtaining the Court Order; and
- (b) there shall not have been instituted any legal proceedings to obtain, and no court, or Governmental Authority of competent jurisdiction shall have issued, promulgated, enforced or entered any judgment, decree, injunction or other order, whether temporary, preliminary or permanent, that restrains, enjoins or otherwise prohibits consummation of the Transaction,

Unless otherwise agreed to by the Parties, if the conditions contained in this section 3.2 have not been performed or satisfied on or before the Closing Date, this Agreement and the obligations of Vendor and Purchaser under this Agreement shall automatically terminate without any further action on the part of either Vendor or Purchaser.

### **3.3 Purchaser's Conditions**

The obligation of Purchaser to purchase Vendor's interest in and to the Assets is subject to the following conditions precedent, which are inserted herein and made part hereof for the exclusive benefit of Purchaser and may be waived by Purchaser in whole or in part:

- (a) the representations and warranties of Vendor herein contained shall be true in all material respects when made and as of the Closing Date; and
- (b) all obligations of Vendor contained in this Agreement to be performed prior to or at Closing shall have been timely performed in all material respects.

If any one or more of the foregoing conditions precedent has or have not, been satisfied, complied with, or waived by Purchaser, at or before the Closing Date, Purchaser may terminate this Agreement by written

notice to Vendor. If Purchaser terminates this Agreement Vendor and Purchaser shall be released and discharged from all obligations hereunder except as provided in section 10.13.

### **3.4 Vendor's Conditions**

The obligation of Vendor to sell, its interest in and to the Assets to Purchaser is subject to the following conditions precedent, which are inserted herein and made part hereof for the exclusive benefit of Vendor and may be waived by Vendor in whole or in part:

- (a) the representations and warranties of Purchaser herein contained shall be true in all material respects when made and as of the Closing Date;
- (b) all obligations of Purchaser contained in this Agreement to be performed prior to or at Closing shall have been timely performed in all material respects; and
- (c) all amounts to be paid by Purchaser to Vendor at Closing, including, without limitation, the Purchase Price, shall have been paid to Vendor in the form stipulated in this Agreement.

If any one or more of the foregoing conditions precedent has or have not been satisfied, complied with, or waived by Vendor, at or before the Closing Date, Vendor may terminate this Agreement by written notice to Purchaser. If Vendor terminates this Agreement, Vendor and Purchaser shall be released and discharged from all obligations hereunder except as provided in section 10.12.

### **3.5 Efforts to Fulfil Conditions Precedent**

Purchaser and Vendor shall proceed diligently and in good faith and use all reasonable efforts to satisfy and comply with and assist in the satisfaction and compliance with the foregoing conditions precedent.

## **ARTICLE 4 REPRESENTATIONS AND WARRANTIES**

### **4.1 Representations and Warranties of Vendor and Receiver**

Vendor makes only the following representations to Purchaser, no claim in respect of which shall be made or be enforceable by Purchaser unless written notice of such claim, with reasonable particulars, is given by Purchaser to Vendor within a period of six (6) months following the Closing Date:

- (a) Receiver has been appointed by the Court as receiver and manager of COGI and such appointment is valid and subsisting;
- (b) subject to obtaining the Court Order, Vendor has the right to enter into this Agreement and to complete the Transaction;
- (c) provided the Court Order is obtained, this Agreement and any other agreements delivered in connection herewith constitute valid and binding obligations of Vendor enforceable against Vendor in accordance with their terms; and
- (d) Vendor is not a non-resident of Canada within the Income Tax Act (Canada).



## **4.2 Representations and Warranties of Purchaser**

Purchaser makes the following representations and warranties to Vendor, no claim in respect of which shall be made, or be enforceable by Vendor unless written notice of such claim, with reasonable particulars, is given by Vendor to Purchaser within a period of six (6) months following the Closing Date:

- (a) Purchaser is a corporation duly organized, validly existing and is authorized to carry on business;
- (b) Purchaser has good right, power and absolute authority to purchase and acquire the interest of Vendor in and to the Assets according to the true intent and meaning of this Agreement;
- (c) except for obtaining the Court Order, the execution, delivery and performance of this Agreement has been duly and validly authorized by any and all requisite corporate, shareholders', directors' or equivalent actions and will not result in any violation of, be in conflict with, or constitute a default under, any articles, charter, bylaw or other governing document to which Purchaser is bound;
- (d) the execution, delivery and performance of this Agreement will not result in any violation of, be in conflict with, or constitute a default under, any term or provision of any agreement or document to which Purchaser is party or by which Purchaser is bound, nor under any judgement, decree, order, statute, regulation, rule or license applicable to Purchaser;
- (e) provided the Court Order is obtained, this Agreement and any other agreements delivered in connection herewith constitute valid and binding obligations of Purchaser enforceable against Purchaser in accordance with their terms;
- (f) no authorization or approval or other action by, and no notice to or filing with, any Governmental Authority or regulatory body exercising jurisdiction over the Assets is required for the due execution, delivery and performance by Purchaser of this Agreement, other than authorizations, approvals or exemptions from requirement therefor previously obtained and currently in force or to be obtained prior to or after Closing;
- (g) Purchaser has adequate funds available in an aggregate amount sufficient to pay: (i) all amounts required to be paid by Purchaser under this Agreement; and (ii) all expenses which have been or will be incurred by Purchaser in connection with this Agreement and the Transaction;
- (h) Purchaser has not incurred any obligation or liability, contingent or otherwise, for brokers' or finders' fees in respect of this Agreement or the Transaction for which Vendor shall have any obligation or liability; and
- (i) Purchaser is not a non-resident of Canada within the Income Tax Act (Canada).

## **4.3 Limitation of Representations by Vendor**

- (a) Subject to section 4.1, Vendor expressly negates any representations or warranties, whether written or verbal, made by Vendor or its Representatives and in particular, without limiting the generality of the foregoing, Vendor disclaims all liability and responsibility for any such representation, warranty, statement or information made or communicated, whether verbal or in writing, to Purchaser or any of its Representatives. Vendor's interest in and to the Assets shall be purchased

on a strictly "as is, where is" basis and there are no collateral agreements, conditions, representations or warranties of any nature whatsoever made by Vendor, express or implied, arising at law, by statute, in equity or otherwise, with respect to the Assets and in particular, without limiting the generality of the foregoing, there are no collateral agreements, conditions, representations or warranties made by Vendor, express or implied, arising at law, by statute, in equity or otherwise with respect to:

- (i) the accuracy or completeness of the data or information supplied by the Vendor or any of its Representatives in connection with the Assets;
  - (ii) the suitability of the Assets for any purpose;
  - (iii) whether the Assets are in compliance with the Applicable Law of Germany;
  - (iv) the title and interest of Vendor in and to the Assets; or
  - (v) whether the Assets are in good standing under the Applicable Law of Germany.
- (b) Without restricting the generality of the foregoing, Purchaser acknowledges that it has made its own independent investigation, analysis, evaluation and inspection of Vendor's relied solely on, such investigation, analysis, evaluation and inspection as to its assessment of the condition, quantum and value of the Assets.
- (c) Except with respect to the representations and warranties in section 4.1 or in the event of fraud, Purchaser forever releases and discharges Vendor and its Representatives from any claims and all liability to Purchaser or Purchaser's assigns and successors, as a result of the use or reliance upon advice, information or materials pertaining to the Assets which was delivered or made available to Purchaser by Vendor or its Representatives prior to or pursuant to this Agreement, including, without limitation, any evaluations, projections, reports and interpretive or non-factual materials prepared by or for Vendor, or otherwise in Vendor's possession.

## **ARTICLE 5 INDEMNITIES FOR REPRESENTATIONS AND WARRANTIES**

### **5.1 Vendor's Indemnities for Representations and Warranties**

Vendor shall be liable to Purchaser for and shall, in addition, indemnify Purchaser from and against, all Losses suffered, sustained, paid or incurred by Purchaser which would not have been suffered, sustained, paid or incurred had all of the representations and warranties contained in section 4.1 been accurate and truthful; provided, that nothing in this section 5.1 shall be construed so as to cause Vendor to be liable to or indemnify Purchaser in connection with any representation or warranty contained in section 4.1 if and to the extent that Purchaser did not rely upon such representation or warranty.

### **5.2 Purchaser's Indemnities for Representations and Warranties**

Purchaser shall be liable to Vendor for and shall, in addition, indemnify Vendor from and against, all Losses suffered, sustained, paid or incurred by Vendor which would not have been suffered, sustained, paid or incurred had all of the representations and warranties contained in section 4.2 been accurate and truthful; provided, that nothing in this section 5.2 shall be construed so as to cause Purchaser

to be liable to or indemnify Vendor in connection with any representation or warranty contained in section 4.2 if and to the extent that Vendor did not rely upon such representation or warranty.

### **5.3 Survival of Representations and Warranties**

Each Party acknowledges that the other may rely on the representations and warranties made by such Party pursuant to section 4.1 or 4.2, as the case may be. The representations and warranties in sections 4.1 and 4.2 shall be true as of the date hereof and on the Closing Date, and such representations and warranties shall continue in full force and effect and shall survive the Closing Date for a period of six (6) months, for the benefit of the Party to which such representations and warranties were made. In the absence of fraud, however, no claim or action shall be commenced with respect to a breach of any such representation and warranty, unless, within such period, written notice specifying such breach in reasonable detail has been provided to the Party which made such representation or warranty.

## **ARTICLE 6 INDEMNITIES**

### **6.1 Post-Closing Date Indemnity**

Provided that Closing has occurred, Purchaser shall:

- (a) be solely liable and responsible for any and all Losses which Vendor may suffer, sustain, pay or incur; and
- (b) indemnify, release and save harmless Vendor and its Representatives from any and all Losses, actions, proceedings and demands, whatsoever which may be brought against or suffered by Vendor or which it may sustain, pay or incur, as a result of any matter or thing resulting from, attributable to or connected with the Assets and accruing after the Closing Date.

## **ARTICLE 7 MAINTENANCE OF ASSETS**

### **7.1 Consent of Purchaser**

Vendor shall not from the date hereof to the Closing Date, without the written consent of Purchaser, which consent shall not be unreasonably withheld by Purchaser and which, if provided, shall be provided in a timely manner:

- (a) make any commitment or propose, initiate or authorize any capital expenditure, with respect to the Assets, without its consent provided, however, that should Purchaser withhold its consent or fail to provide its consent in a timely manner and a reduction in the value of the Assets results, there shall be no abatement or reduction in the Purchase Price; or
- (b) sell, encumber or otherwise dispose of any of the Assets or any part or portion thereof .

### **7.2 Proposed Actions**

If an operation or the exercise of any right respecting the Assets is proposed in circumstances which would result in Purchaser incurring an obligation pursuant to section 7.2, the following shall apply to such operation or the exercise of such right (hereinafter referred to as the "Proposal"):

- (a) Vendor shall promptly give Purchaser notice of the Proposal, describing the particulars in reasonable detail;
- (b) Purchaser shall, not later than twenty four (24) hours prior to the time Vendor is required to make its election with respect to the Proposal, advise Vendor, by notice, whether Purchaser wishes Vendor to exercise Vendor's rights with respect to the Proposal on Purchaser's behalf, provided that Purchaser's failure to make such election within such period shall be deemed to be Purchaser's election to participate in the Proposal;
- (c) Vendor shall make the election authorized (or deemed to be authorized) by Purchaser with respect to the Proposal within the period during which Vendor may respond to the Proposal; and
- (d) Purchaser's election (including, its deemed election) to not participate in any Proposal required to preserve the existence of any of the Assets shall not entitle Purchaser to any reduction of the Purchase Price if Vendor's interest therein is terminated as a result of such election, and such termination shall not constitute a failure of Vendor's representations and warranties pertaining to such Assets, notwithstanding section 5.3.

### **7.3 Vendor Deemed Purchaser's Agent**

- (a) Provided Closing occurs, Purchaser shall indemnify Vendor and its Representatives against all Losses which Vendor or its Representatives may suffer or incur as a result of Vendor maintaining the Assets as Purchaser's agent pursuant to this Article 7, insofar as such Losses are not a direct result of the gross negligence or willful misconduct of Vendor or its Representatives. An action or omission of Vendor or of its Representatives shall not be regarded as gross negligence or willful misconduct to the extent to which it was done or omitted from being done in accordance with Purchaser's instructions (including any election deemed pursuant to section 7.2(b)) or concurrence.

## **ARTICLE 8 RIGHTS OF FIRST REFUSAL**

### **8.1 Rights of First Refusal**

Vendor and Purchaser hereby acknowledge and agree that there are no Rights of First Refusals application to the Transaction.

## **ARTICLE 9 PURCHASER'S REVIEW AND ACCESS TO BOOKS AND RECORDS**

### **9.1 Access to Information**

After Closing and subject to contractual restrictions in favour of Third Parties relative to disclosure, Purchaser shall, on request from Vendor, provide reasonable access to Vendor at Purchaser's offices, during its normal business hours, to the agreements and documents to which the Assets are subject and the contracts, agreements, records, books, documents, licenses, reports and the Title Documents which are then in the possession or control of Purchaser and to make copies thereof, as Vendor may reasonably require for purposes relating to:

- (a) COGI's or Vendor's ownership of the Assets (including taxation matters and liabilities and claims that arise from or relate to acts, omissions, events, circumstances or operations on or before the Closing Date);
- (b) enforcing its rights under this Agreement;
- (c) compliance with Applicable Law; or
- (d) any claim commenced or threatened by any Third Party against COGI or Vendor.

## **9.2 Maintenance of Information**

All of the information, materials and other records delivered to Purchaser pursuant to the terms hereof shall be maintained in good order and good condition and kept in a reasonably accessible location by Purchaser for a period of two (2) years from the Closing Date.

## **ARTICLE 10 GENERAL**

### **10.1 Further Assurances**

Each Party will, from time to time and at all times after Closing, without further consideration, do such further acts and deliver all such further assurances, deeds and documents as shall be reasonably required to fully perform and carry out the terms of this Agreement.

### **10.2 No Merger**

The covenants, representations, warranties and indemnities contained in this Agreement shall be deemed to be restated in any and all documents conveying the interests of Vendor in and to the Assets to Purchaser, subject to any and all time and other limitations contained in this Agreement. There shall not be any merger of any covenant, representation, warranty or indemnity in such assignments, conveyances, transfers and other documents notwithstanding any rule of law, equity or statute to the contrary and such rules are hereby waived.

### **10.3 Receiver**

Purchaser acknowledges that Receiver is acting solely in its capacity as the Court-appointed receiver and manager of COGI, and not in its personal or corporate capacity. Under no circumstances shall Receiver or any of its Representatives have any liability pursuant to this Agreement, or in relation to the Transaction, in its or their personal or corporate capacity, whether such liability be in contract, tort or otherwise.

### **10.4 Entire Agreement**

The provisions contained in any and all documents and agreements collateral hereto shall at all times be read subject to the provisions of this Agreement and, in the event of conflict, the provisions of this Agreement shall prevail. This Agreement supersedes all other agreements, documents, writings and verbal understandings between the Parties relating to the subject matter hereof and expresses the entire agreement of the Parties with respect to the subject matter hereof.

## 10.5 Governing Law

This Agreement shall, in all respects, be subject to, interpreted, construed and enforced in accordance with and under the laws of the Province of Alberta and the laws of Canada applicable therein and shall, in every regard, be treated as a contract made in the Province of Alberta. The Parties irrevocably attorn and submit to the jurisdiction of the courts of the Province of Alberta and courts of appeal therefrom in respect of all matters arising out of this Agreement.

## 10.6 Assignment and Enurement

This Agreement may not be assigned by a Party without the prior written consent of the other Party, which consent may be unreasonably and arbitrarily withheld. This Agreement shall be binding upon and shall enure to the benefit of the Parties and their respective administrators, trustees, receivers, successors and permitted assigns.

## 10.7 Time of Essence

Time shall be of the essence in this Agreement.

## 10.8 Notices

The addresses and email addresses of the Parties for delivery of notices hereunder shall be as follows:

Vendor	MNP Ltd. 640 – 5th Avenue S.W., Suite 1500 Calgary, AB T2P 3G4 Attention: Mr. Victor P. Kroeger <a href="mailto:vic.kroeger@mnp.ca">vic.kroeger@mnp.ca</a>
Purchaser	Can Direct Inter GmbH c/o Burnet, Duckworth & Palmer LLP 8th Avenue Place, East Tower 2400, 525-8th Avenue, S.W. Calgary, Alberta Canada T2P 1G1  Attention: Daryl S. Fridhandler, Q.C. Email: <a href="mailto:dsf@bdplaw.com">dsf@bdplaw.com</a>

All notices, communications and statements required, permitted or contemplated hereunder shall be in writing, and shall be delivered as follows:

- (a) by delivery to a Party between 8:00 a.m. and 4:00 p.m. on a Business Day at the address of such Party for notices, in which case, the notice shall be deemed to have been received by that Party when it is delivered;
- (b) by email to a Party to the email address of such Party for notices, in which case the notice shall be deemed to have been received by that Party on the day in which such email was sent; or

- (c) except in the event of an actual or threatened postal strike or other labour disruption that may affect mail service, by first class registered postage prepaid mail to a Party at the address of such Party for notices, in which case, the notice shall be deemed to have been received by that Party on the fourth (4th) Business Day following the date of mailing.

A Party may from time to time change its address for service, email address for service or designated representative by giving written notice of such change to the other Party.

#### **10.9 Invalidity of Provisions**

In case any of the provisions of this Agreement should be invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

#### **10.10 Waiver**

No failure on the part of any Party in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or remedy preclude any other or further exercise thereof or the exercise of any right or remedy in law or in equity or by statute or otherwise conferred. No waiver by any Party of any breach (whether actual or anticipated) of any of the terms, conditions, representations or warranties contained herein shall take effect or be binding upon that Party unless the waiver is expressed in writing under the authority of that Party. Any waiver so given shall extend only to the particular breach so waived and shall not limit or affect any rights with respect to any other or future breach.

#### **10.11 Amendment**

This Agreement shall not be varied in its terms or amended by oral agreement or by representations or otherwise other than by an instrument in writing dated subsequent to the date hereof, executed by a duly authorized representative of each Party.

#### **10.12 Confidentiality and Public Announcements**

Until Closing has occurred, each Party shall keep confidential all information obtained from the other Party in connection with the Assets and shall not release any information concerning this Agreement and the Transaction without the prior written consent of the other Party, which consent shall not be unreasonably withheld. Nothing contained herein shall prevent a Party at any time from furnishing information (i) to any Governmental Authority or regulatory authority or to the public if required by Applicable Law; or (ii) in connection with obtaining the Court Order; or (iii) as required to COGI's secured creditors.

#### **10.13 Counterpart Execution**

This Agreement may be executed and delivered in counterpart and transmitted by facsimile or other electronic means and all such executed counterparts, including electronically transmitted copies of such counterparts, shall together constitute one and the same agreement.

**IN WITNESS WHEREOF** the Parties have executed this Agreement as of the date first above written.

**MNP LTD.**, solely in its capacity as receiver and manager of **COGI LIMITED PARTNERSHIP** and **CONSERVE OIL GROUP INC.**, and not in its personal or corporate capacity

Per: \_\_\_\_\_  
Name:  
Title:

Per: \_\_\_\_\_  
Name:  
Title:

**CAN DIRECT INTER GMBH**

Per: \_\_\_\_\_  
Monika Galba  
Managing Director





**SCHEDULE "A" to the**  
**PURCHASE AND SALE AGREEMENT**

**GENERAL CONVEYANCE**

**THIS GENERAL CONVEYANCE** made this \_\_\_\_\_ day of \_\_\_\_, 2021.

**BETWEEN:**

**MNP LTD.**, in its capacity as receiver and manager of **COGI LIMITED PARTNERSHIP** and not in its personal or corporate capacity (hereinafter referred to as "**Vendor**")

- and -

\_\_\_\_\_,  
(hereinafter referred to as "**Purchaser**")

**WHEREAS** pursuant to an order of the Honourable Justice A.D. Macleod of the Alberta Court of Queen's Bench dated October 26, 2015, MNP Ltd. was appointed receiver and manager of Conserve Oil Group Inc., Canadian Oil & Gas International Inc. and COGI Limited Partnership;

**AND WHEREAS** Vendor wishes to sell, and Purchaser wishes to purchase, the Assets subject to and in accordance with the terms and conditions contained herein;

**NOW THEREFORE** for the consideration provided in the Purchase Agreement and in consideration of the premises hereto and the covenants and agreements hereinafter set forth and contained, the Parties covenant and agree as follows:

**Definitions**

In this General Conveyance, including the recitals hereto, the definitions set forth in the Purchase Agreement are adopted herein by reference and, in addition:

"**Purchase Agreement**" means that Purchase and Sale Agreement between Vendor and Purchaser dated February 1, 2021.

**Conveyance**

Pursuant to and for the consideration provided for in the Purchase Agreement, subject to and in accordance with the Purchase Agreement and the Court Order, Vendor hereby sells, assigns, transfers, conveys and sets over to Purchaser the entire right, title, estate and interest of Vendor in and to the Assets, to have and to hold the same absolutely, together with all benefit and advantage to be derived therefrom, effective as of \_\_\_ a.m., \_\_, 2021.

### **Subordinate Document**

This General Conveyance is executed and delivered by the Parties pursuant to the Purchase Agreement and the provisions of the Purchase Agreement shall prevail in the event of a conflict between the provisions of the Purchase Agreement and the provisions of this General Conveyance.

### **No Merger**

The covenants, representations, warranties and indemnities contained in the Purchase Agreement are incorporated herein as fully and effectively as if they were set out herein and there shall be no merger of any covenant, representation, warranty or indemnity contained in the Purchase Agreement by virtue of the execution and delivery hereof, any rule of law, equity or statute to the contrary notwithstanding.

### **Governing Law**

This General Conveyance shall be subject to and interpreted, construed and enforced in accordance with the laws of the Province of Alberta and the laws of Canada applicable therein and shall, in every regard, be treated as a contract made in the Province of Alberta. The Parties irrevocably attorn and submit to the jurisdiction of the courts of the Province of Alberta and courts of appeal therefrom in respect of all matters arising out of this Agreement.

### **Enurement**

This General Conveyance shall be binding upon and shall enure to the benefit of each of the Parties and their respective administrators, trustees, receivers, successors and assigns.

### **Further Assurances**

Each Party will, from time to time and at all times hereafter, at the request of the other Party but without further consideration, do all such further acts and execute and deliver all such further documents as shall be reasonably required in order to fully perform and carry out the terms hereof.

**Counterpart Execution**

This Agreement may be executed in counterpart and by facsimile or other electronic means and all such executed counterparts together shall constitute one and the same agreement.

**IN WITNESS WHEREOF** the Parties have executed this General Conveyance on the date first above written.

**MNP LTD.**, solely in its capacity as receiver and manager of **COGI LIMITED PARTNERSHIP** and **CONSERVE OIL GROUP INC.**, and not in its personal or corporate capacity

Per: \_\_\_\_\_  
Name:  
Title:

Per: \_\_\_\_\_  
Name:  
Title:

**CAN DIRECT INTER GMBH**

Per: \_\_\_\_\_  
Monika Galba  
Managing Director

**SCHEDULE "B" to the**  
**PURCHASE AND SALE AGREEMENT**

**Urkunde Nummer**

**Deed Number**

Verhandelt in Berlin am .....

Done at Berlin on .....

Vor mir, dem unterzeichnenden Notar

Before me, the undersigned notary

**Klaus Krüger**  
**Schützenstraße 18, 10117 Berlin**

**Klaus Krüger**  
**Schützenstraße 18, 10117 Berlin**

erschieden heute:

appeared today:

nachfolgend handelnd

hereinafter acting

als vollmachtlose Vertreterin für die

as representative without power of attorney

**Victor Kroeger for**  
**MNP Ltd., solely in its capacity as**  
**receiver and manager of COGI Limited**  
**Partnership and Conserve Oil Group INC.**

**Victor Kroeger for**  
**MNP Ltd., solely in its capacity as**  
**receiver and manager of COGI Limited**  
**Partnership and Conserve Oil Group INC.**

nachfolgend „Verkäufer“

hereinafter “Seller”

und

and

**Monika Galba for**  
**Can Direct Inter GmbH**  
**Hüttenweg 9, 14195 Berlin**

**Monika Galba for**  
**Can Direct Inter GmbH**  
**Hüttenweg 9, 14195 Berlin**

nachfolgend „Käufer“

hereinafter “Purchaser”

mit der Erklärung, sich um die Einholung der Genehmigung bemühen zu wollen, ohne hierfür zu haften, wobei sie zugleich bestimmte, dass die Genehmigung zu ihrer Wirksamkeit mindestens der Schriftform bedarf und mit Zugang beim insoweit unwiderruflich empfangsbevollmächtigte Notar bzw. dessen amtlich bestellten Vertreter wirksam werden soll.

with the declaration that it shall endeavor to obtain approval without being liable for this, whereby it also stipulated that the approval must at least be in writing in order to be effective and shall become effective upon receipt by the notary or its officially appointed representative who is irrevocably authorized to receive it.

Die Erschienenen wiesen sich zur Gewissheit des Notars aus durch Vorlage ihrer gültigen Personalpapiere.

Der Notar erläuterte das Mitwirkungsverbot nach § 3 Abs. 1 Satz 1 Nr. 7 BeurkG. Die Erschienenen verneinten die Frage des Notars nach einer Vorbefassung im Sinne dieser Vorschrift.

The notary has explained the prohibition pursuant to § 3 (1) sent.1 no. 7 BeurkG (Act on Notarial Records). When asked by the notary, the persons appearing denied any prior participation within the meaning of this provision.

Die Erschienenen, handelnd wie angegeben, erklärten: Mit der Einspeicherung unserer Daten zu dem Versenden der Entwürfe, Urkunden und Mitteilungen durch unverschlüsselte E-Mail sind und waren wir einverstanden. Ist dieser Weg künftig nicht mehr gewünscht, genügt eine einfache schriftliche Mitteilung an den Notar.

Those present, acting as indicated, declared: We are and were in agreement with the storage of our data and the sending of drafts, documents and messages by unencrypted e-mail. If this method is no longer desired in the future, a simple written notification to the notary is sufficient.

Nach Hinweis des Notars auf die Vorschriften des Geldwäschebekämpfungsgesetzes

Following the notary’s reference to the provisions of the Anti-Money Laundering Act,

erklären die Vertragsbeteiligten: Wir handeln auf eigene Rechnung oder als Gesellschaft und soweit nichts Anderes registriert ist, für die natürlichen Personen, in deren Eigentum sie letztlich steht, und nicht unter der Kontrolle oder auf Veranlassung eines Dritten.

the contract parties declare: We act on our own account or as a company and, unless otherwise registered, on behalf of the natural persons who ultimately own it and not under the control or at the instigation of a third party.

Die Erschienenen – handeln wie angegeben – erklärten sodann mit der Bitte um Beurkundung:

The persons appearing – acting as stated above – declared with the request for notarization.

1.

Der Verkäufer hält am 25.000,00 Euro betragenden Stammkapital der **POC GmbH**, eingetragen im Handelsregister des Amtsgericht Charlottenburg unter HRB 115533 B (im Folgenden „POC GmbH“ genannt) einen Geschäftsanteil im Nennbetrag von 25.000,00 Euro (laufende Nummer 1 der im Handelsregister aufgenommenen Gesellschafterliste). Der Geschäftsanteil ist voll eingezahlt.

1.

Of the share capital in the amount of 25,000.00 Euro of the **POC GmbH**, registered with the commercial register (Handelsregister) maintained with the local court (Amtsgericht) of Charlottenburg with registered number HRB 115533 B (hereinafter referred to as “POC GmbH”, the Seller holds 1 share having a nominal value of 25,000.00 Euro (serial number 1 in the list of shareholders registered in the Commercial Register). The capital contributions have been made in full and in cash.

2.

Der Verkäufer hält am 25.000,00 Euro betragenden Stammkapital der **POC Energy Solutions GmbH**, eingetragen im Handelsregister des Amtsgericht Charlottenburg unter HRB 128062 B (im Folgenden „POC Energy Solutions GmbH“ genannt) einen Geschäftsanteil im Nennbetrag von 25.000,00 Euro (laufende Nummer 1 der im Handelsregister aufgenommenen Gesellschafterliste). Der Geschäftsanteil ist voll eingezahlt.

2.

Of the share capital in the amount of 25,000.00 Euro of the **POC Energy Solutions GmbH**, registered with the commercial register (Handelsregister) maintained with the local court (Amtsgericht) of Charlottenburg with registered number HRB 128062 B (hereinafter referred to as “POC Energy Solutions GmbH”, the Seller holds 1 share having a nominal value of 25,000.00 Euro (serial number 1 in the list of shareholders registered in the Commercial Register). The capital contributions have been made in full and in cash.

3.

Der Verkäufer hält am 25.000,00 Euro betragenden Stammkapital der **POC Management Holding GmbH**, eingetragen

3.

Of the share capital in the amount of 25,000.00 Euro of the **POC Management Holding GmbH**, registered with the

im Handelsregister des Amtsgericht Charlottenburg unter HRB 128158 B (im Folgenden „POC Management Holding GmbH“ genannt) einen Geschäftsanteil im Nennbetrag von 25.000,00 Euro (laufende Nummer 1 der im Handelsregister aufgenommenen Gesellschafterliste). Der Geschäftsanteil ist voll eingezahlt.

commercial register (Handelsregister) maintained with the local court (Amtsgericht) of Charlottenburg with registered number HRB 128158 B (hereinafter referred to as “POC Management Holding GmbH”, the Seller holds 1 share having a nominal value of 25,000.00 Euro (serial number 1 in the list of shareholders registered in the Commercial Register). The capital contributions have been made in full and in cash.

## **II.**

### **Geschäftsanteilskauf- und - abtretungsvertrag**

#### **§ 1 Verkauf und Abtretung**

Der Verkäufer verkauft hiermit seinen vorgenannten Geschäftsanteil Nr. 1 der POC GmbH an den Käufer und tritt diesen an ihn ab. Der Käufer nimmt Verkauf und Abtretung an.

Der Verkäufer verkauft hiermit seinen vorgenannten Geschäftsanteil Nr. 1 der POC Energy Solutions GmbH an den Käufer und tritt diesen an ihn ab. Der Käufer nimmt Verkauf und Abtretung an.

Der Verkäufer verkauft hiermit seinen vorgenannten Geschäftsanteil Nr. 1 der POC Management Holding GmbH an den Käufer und tritt diesen an ihn ab. Der Käufer nimmt Verkauf und Abtretung an.

## **II.**

### **Agreement of Sale and Transfer of Shares**

#### **§ 1 Sale and Transfer of Shares**

The Seller hereby sells and transfers its aforementioned share No. 1 of POC GmbH to the Purchaser. Purchaser hereby accepts the sale and transfer of these shares.

The Seller hereby sells and transfers its aforementioned share No. 1 of POC Energy Solutions GmbH to the Purchaser. Purchaser hereby accepts the sale and transfer of these shares.

The Seller hereby sells and transfers its aforementioned share No. 1 of POC Management Holding GmbH to the Purchaser. Purchaser hereby accepts the sale and transfer of these shares.

#### **§ 2 Purchase Price**

## § 2 Kaufpreis

Der Kaufpreis für alle Geschäftsanteile der POC GmbH zusammen beträgt .....CAD.

Der Kaufpreis für alle Geschäftsanteile der POC Energy Solutions GmbH zusammen beträgt ..... CAD.

Der Kaufpreis für alle Geschäftsanteile der POC Management Holding GmbH zusammen beträgt ..... CAD.

Der Kaufpreis für die POC GmbH, POC Energy Solutions GmbH und die POC Management Holding GmbH ist im Voraus auf einem Treuhandkonto von MNP Ltd. zu hinterlegen. Die Kaufpreisauszahlung an den Verkäufer erfolgt, sobald die Genehmigung des Court of Queen's Bench of Alberta vorliegt.

The purchase price for all shares of POC GmbH together is ..... CAD.

The purchase price for all shares of POC Energy Solutions GmbH together is ..... CAD.

The purchase price for all shares of POC Management Holding GmbH together is ..... CAD.

The purchase price for the POC GmbH, POC Energy Solutions GmbH and POC Management Holding GmbH has to be deposited on a MNP Ltd. trust account in advance. The payment of the purchase price to the seller is effected as soon as the approval of the Court of Queen's Bench of Alberta has been granted.

### III. Sonstiges

Die Gesellschaft hat keinen Grundbesitz.

Die mit diesem Vertrag entstehenden Kosten trägt der Käufer.

Gerichtsstand ist Berlin.

### III. Miscellaneous

The Company has no real estate property.

Purchases shall bear all costs of this Agreement.

Venue shall be Berlin.



Es gilt das Recht der Bundesrepublik  
Deutschland.

This Agreement is governed by the laws of the  
Federal Republic of Germany.

Nur der deutsche Wortlaut ist maßgebend.

Only the German wording shall prevail.

## APPENDIX "E"

# Schedule "C"

## PURCHASE AND SALE AGREEMENT

THIS AGREEMENT made as of the 1st day of February, 2021.

BETWEEN:

**MNP LTD.**, solely in its capacity as receiver and manager of **COGI LIMITED PARTNERSHIP**, and not in its personal or corporate capacity (hereinafter referred to as "Vendor")

- and -

**DEL CANADA LIMITED PARTNERSHIP**, a Limited Partnership organized pursuant to the laws of the Province of Alberta, by its General Partner, **DEL CANADA GP LTD.**, a body corporate incorporated pursuant to the laws of the Province of Alberta  

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**(hereinafter referred to as "Purchaser")**

**WHEREAS** pursuant to an order of the Honourable Justice A.D. Macleod of the Alberta Court of Queen's Bench (the "Court") dated October 26, 2015 (the "**Appointment Order**"), MNP Ltd. ("**Receiver**") was appointed receiver and manager of Conserve Oil Group Inc. ("**Conserve**"), Canadian Oil & Gas International Inc. and COGI Limited Partnership and on January 6, 2016 was appointed a receiver and manager of all the assets, properties and undertakings of Conserve Oil 1st Corporation (collectively, "**COGI**" or the "**Debtors**");

**AND WHEREAS** Vendor wishes to sell, and Purchaser wishes to purchase, all of the interest of Vendor in and to the Assets, subject to and in accordance with the terms, and conditions hereof;

**NOW THEREFORE, THIS AGREEMENT WITNESSETH** that in consideration of the premises and the mutual covenants and agreements hereinafter set forth, the Parties have agreed as follows:

### ARTICLE 1 INTERPRETATION

#### 1.1 Definitions

In this Agreement, unless the context otherwise requires:

- (a) "**Affiliate**" means with respect to any Person, any other Person or group of Persons acting in concert, directly or indirectly, that controls, is controlled by or is under common control with such Person. The term "control" as used in the preceding sentence means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person whether through ownership or more than fifty percent (50%) of the voting securities of such Person, by contract or otherwise;

- (b) **"Applicable Law"** means, in relation to any person, property or circumstance, all laws, statutes, rules, regulations, official directives and orders of Governmental Authorities (whether administrative, legislative, executive or otherwise), including judgments, orders and decrees of courts, commissions or bodies exercising similar functions, as amended, and includes the provisions and conditions of any permit, license or other governmental or regulatory authorization, that are in effect as at the relevant time and are applicable to such person, property or circumstance;
- (c) **"Assets"** means the shares in the German HoldCos as defined below;
- (d) **"Business Day"** means a day other than a Saturday, a Sunday or a statutory holiday in Calgary, Alberta;
- (e) **"Court Order"** means an order to be granted by the Court that authorizes, approves and confirms this Agreement and the sale of the Assets by Vendor to Purchaser in accordance with the terms and conditions contained herein, and vests title to the Assets in Purchaser free and clear of all encumbrances, liens, security interests or claims, other than Permitted Encumbrances;
- (f) **"Closing"** means the transfer of title, possession, beneficial ownership and risks of the Assets from the Vendor to the Purchaser, the exchange of Bills of Sale and payment of the Purchase Price by the Purchaser to the Vendor, and all other items and considerations required to be delivered on the Closing Date pursuant hereto;
- (g) **"Closing Date"** means the fifth (5th) Business Day following receipt of the Court Order, unless otherwise agreed upon in writing by the Parties;
- (h) **"Closing Place"** means the office of Vendor, or such other place as may be agreed upon in writing by the Parties;
- (i) **"Date of Appointment"** means October 26, 2015;
- (j) **"Effective Date"** means 8:00 a.m., on the Closing Date \_\_\_\_\_;
- (k) **"German HoldCos"** means and includes:
- (i) POC Management Holdings GmbH;
  - (ii) POC GmbH;
  - (iii) POC Energy Solutions GmbH;
- (l) **"Governmental Authority"** means any federal, national, provincial, territorial, municipal or other government, any political subdivision thereof, and any ministry, sub-ministry, agency or sub-agency, court, board, bureau, office, or department, including any government-owned entity, having jurisdiction over a Party, the Assets or the Transaction;
- (m) **"GST"** means the goods and services tax payable pursuant to the GST Legislation;
- (n) **"GST Legislation"** means Part IX of the Excise Tax Act, R.S.C. 1985, c. E-15, as amended, and the regulations promulgated thereunder;
- (o) **"Losses"** means, all losses, costs, claims, damages, expenses and liabilities which a Party suffers, sustains, pays or incurs, including reasonable legal fees on a solicitor and his own client basis but notwithstanding the foregoing shall not include any liability for indirect or consequential damages including business loss, loss of profit, economic loss, punitive damages or income tax liabilities;
- (p) **"Party"** means a party to this Agreement;

- (q) **"Permitted Encumbrances"** means:
- (i) the terms and conditions of the Title Documents,
  - (ii) the right reserved to or vested in any grantor, Governmental Authority or other public authority by the terms of any Title Document or by Applicable Law to terminate any Title Document;
  - (iii) taxes and governmental restrictions of general application or otherwise affecting the value of any of the Assets;
  - (iv) the right reserved to or vested in any Governmental Authority or other public authority to control or regulate any of the Assets in any manner, including any directives or notices received from any Governmental Authority or other public authority pertaining to the Assets;
  - (v) undetermined or inchoate liens incurred or created as security in favour of any Person with respect to the Assets, as regards Vendor's or COGI's share of the costs and expenses thereof which are not due or delinquent as of the date hereof or the Closing Date;
  - (vi) the reservations, limitations, provisos, conditions, and statutory exceptions to title;
  - (vii) without limiting the generality of the foregoing, the provisions of the Title Documents and all remedies and requirements of all Applicable Laws, rules, regulations, orders and directions of Governmental Authorities and other competent authorities at law.
- (r) **"Person"** means any individual, corporation, limited or unlimited liability company, joint venture, partnership (limited or general), trust, trustee, executor, Governmental Authority or other entity;
- (s) **"Prime Rate"** means the rate of interest, expressed as a rate per annum, designated by the main branch in Calgary of ATB Financial as the reference rate used by it to determine rates of interest charged by it on Canadian dollar commercial loans made in Canada and which is announced by such bank, from time to time, as its prime rate, provided that whenever such bank announces a change in such reference rate the "Prime Rate" shall correspondingly change effective on the date the change in such reference rate is effective;
- (t) **"Representative"** means with respect to any Party, its Affiliates, and its and their respective directors, officers, servants, agents, advisors, employees and consultants;
- (u) **"Sales Taxes"** means all transfer, sales, excise, stamp, license, production, value-added and other like taxes, assessments, charges, duties, fees, levies or other governmental charges of any kind, and includes, but is not limited to, additions by way of penalties, interest and other amounts with respect thereto, but excludes GST;
- (v) **"Third Party"** means any individual or entity other than Receiver; COGI, Vendor and Purchaser, including without limitation any partnership, corporation, trust, unincorporated organization, union, government and any department and agency thereof and any heir, executor, administrator or other legal representative of an individual;
- (w) **"this Agreement"**, "herein", "hereto", "hereof" and similar expressions mean and refer to this Agreement;
- (x) **"Title Documents"** means, collectively, the shares in the German HoldCos;
- (y) **"Transaction"** means the transaction for the purchase and sale of the Assets as contemplated by this Agreement.

## **1.2 Headings**

The expressions "Article", "section", "subsection", "clause", "subclause", "paragraph" and "Schedule" followed by a number or letter or combination thereof mean and refer to the specified article, section, subsection, clause, subclause, paragraph and schedule of or to this Agreement.

## **1.3 Interpretation Not Affected by Headings**

The division of this Agreement into Articles, sections, subsections, clauses, subclauses and paragraphs and the provision of headings for all or any thereof are for convenience and reference only and shall not affect the construction or interpretation of this Agreement.

## **1.4 Included Words**

When the context reasonably permits, words suggesting the singular shall be construed as suggesting the plural and vice versa, and words suggesting gender or gender neutrality shall be construed as suggesting the masculine, feminine and neutral genders.

## **1.5 Schedules**

There are appended to this Agreement the following schedules pertaining to the following matters:

Schedule "A" - Bill of Sale

Such schedules are incorporated herein by reference as though contained in the body hereof. Wherever any term or condition of such schedules conflicts or is at variance with any term or condition in the body of this Agreement, such term or condition in the body of this Agreement shall prevail.

## **1.6 Damages**

All losses, costs, claims, damages, expenses and liabilities in respect of which a Party has a claim pursuant to this Agreement include, without limitation, reasonable legal fees and disbursements on a solicitor and client basis.

## **1.7 Derivatives**

Where a term is defined herein, a capitalized derivative of such term shall have a corresponding meaning unless the context otherwise requires.

## **1.8 Interpretation if Closing Does Not Occur**

In the event that Closing does not occur, each provision of this Agreement which presumes that Purchaser has acquired the Assets hereunder shall be construed as having been contingent upon Closing having occurred.

## **1.9 Conflicts**

If there is any conflict or inconsistency between a provision of the body of this Agreement and that of a schedule or a Bill of Sale, the provision of the body of this Agreement shall prevail. If any term or condition of this Agreement conflicts with a term or condition of a Title Document or any Applicable Law, the term or condition of such Title Document or the Applicable Law shall prevail, and this Agreement shall be deemed to be amended to the extent required to eliminate any such conflict.

## **1.10 Currency**

All dollar (\$) amounts referenced in this Agreement are expressed in the lawful currency of Canada.

**ARTICLE 2  
PURCHASE AND SALE AND CLOSING**

**2.1 Purchase and Sale**

Vendor, exercising the powers of sale granted pursuant to the Appointment Order, hereby agrees to sell, assign, transfer, convey and set over to Purchaser; and Purchaser hereby agrees to purchase from Vendor, all of the right, title, estate and interest of Vendor (whether absolute or contingent, legal or beneficial) in and to the Assets, subject to and in accordance with the terms of this Agreement.

**2.2 Purchase Price**

The aggregate consideration to be paid by Purchaser to Vendor for Vendor's interest in and to the Assets shall be \$ [REDACTED] (the "Purchase Price") satisfied by Purchaser by (i) cancellation of liabilities currently owing by Vendor to Purchaser in the amount of \$ [REDACTED] as full and final settlement for said liabilities, or (ii) payment to the Vendor of cash at Closing in the amount of [REDACTED] Dollars (\$ [REDACTED]) plus [REDACTED] Dollars (\$ [REDACTED]) GST, without adjustments of any kind or nature.

**2.3 Assumption of Abandonment and Reclamation Obligations**

In determining the Purchase Price, the Parties have taken into account the Purchaser's assumption of responsibility for the payment of all costs associated with the Assets, as set forth in this Agreement, and the absolute release of COGI and the Vendor of all and any responsibility or liability therefor.

**2.4 Closing**

Closing shall take place at the Closing Place on the Closing Date if there has been satisfaction or waiver of the conditions of Closing herein contained. Subject to all other provisions of this Agreement, possession, risk and beneficial ownership of Vendor's interest in and to the Assets shall pass from Vendor to Purchaser on the Closing Date, effective as of the Effective Date.

- (a) On the Closing Date, Vendor shall deliver to Purchaser:
  - (i) the Bill of Sale substantially in the form attached as Schedule "A", duly executed by Vendor; and
  - (ii) a receipt for the Purchase Price herein plus applicable GST and/or Sales Taxes, if any; and
  - (iii) a certified copy of the Court Order.
  
- (a) On the Closing Date, Purchaser shall release to Vendor:
  - (i) the Purchase Price, plus applicable GST and/or Sales Taxes;
  - (ii) the Bill of Sale in the form attached as Schedule "A", duly executed by Purchaser.

## **2.5 Bill of Sale**

The Parties shall cooperate in the preparation of the Bill of Sale. At a reasonable time prior to Closing. The Bill of Sale shall not confer or impose upon either Party any greater right or obligation than as contemplated in this Agreement. Promptly after Closing, Purchaser shall register the Bill of Sale and shall bear all costs incurred therewith and in preparing any further documents or registering any further assurances required to convey the Assets to Purchaser.

## **2.6 Title Documents and Miscellaneous Interests**

As soon as practicable following closing, Vendor shall deliver to Purchaser any documents which are now in the possession of Vendor or of which Vendor gains possession of prior to Closing in respect of the Assets.

## **2.7 Form of Payment**

All payments to be made pursuant to this Agreement shall be in Canadian funds. All payments to be made pursuant to this Agreement shall be made by certified cheque or bank draft.

## **2.8 Taxes**

Each of Purchaser and Vendor is a registrant for GST purposes and will continue to be a registrant at the Closing Date in accordance with the provisions of the GST Legislation. Their respective GST registration numbers are:

Vendor            80090 5937RT0002

Purchaser        77529 7484RT000

Purchaser shall, at Closing, pay to Vendor, in accordance with section 2.2 hereof, the amount of GST payable in respect of its purchase of the Assets and Vendor shall remit such amount to the applicable Governmental Authority. Purchaser shall be responsible for the payment of any additional GST or any interest and penalties payable in respect of such additional GST and shall indemnify and save harmless Vendor in respect thereof. The Parties acknowledge that the Purchase Price is exclusive of all Sales Taxes. Purchaser shall be solely responsible for all Sales Taxes which may be imposed by any Governmental Authority and which pertain to Purchaser's acquisition of the Assets or to the registration of any Bills of Sale necessitated hereby.

## **ARTICLE 3**

### **CONDITIONS OF CLOSING**

#### **3.1 Required Consents**

Both before and after closing, each of the Parties shall use all reasonable efforts to obtain any and all approvals required under Applicable Law and any and all material consents of Third Parties required to permit the Transaction. The Parties acknowledge that the acquisition of such consents shall not be a condition precedent to Closing. It shall be the sole obligation of Purchaser, at Purchaser's sole cost and expense, to provide any and all financial assurances required by Governmental Authorities to permit the transfer to Purchaser, and registration of Purchaser as owner, and/or operator, of any of the Assets.



### **3.2 Mutual Conditions**

The obligation of Purchaser to purchase Vendor's interest in and to the Assets, and of Vendor to sell its interest in and to the Assets to Purchaser, is subject to the following conditions precedent:

- (a) Vendor obtaining the Court Order; and
- (b) there shall not have been instituted any legal proceedings to obtain, and no court, or Governmental Authority of competent jurisdiction shall have issued, promulgated, enforced or entered any judgment, decree, injunction or other order, whether temporary, preliminary or permanent, that restrains, enjoins or otherwise prohibits consummation of the Transaction,

Unless otherwise agreed to by the Parties, if the conditions contained in this section 3.2 have not been performed or satisfied on or before the Closing Date, this Agreement and the obligations of Vendor and Purchaser under this Agreement shall automatically terminate without any further action on the part of either Vendor or Purchaser.

### **3.3 Purchaser's Conditions**

The obligation of Purchaser to purchase Vendor's interest in and to the Assets is subject to the following conditions precedent, which are inserted herein and made part hereof for the exclusive benefit of Purchaser and may be waived by Purchaser in whole or in part:

- (a) the representations and warranties of Vendor herein contained shall be true in all material respects when made and as of the Closing Date; and
- (b) all obligations of Vendor contained in this Agreement to be performed prior to or at Closing shall have been timely performed in all material respects.

If any one or more of the foregoing conditions precedent has or have not, been satisfied, complied with, or waived by Purchaser, at or before the Closing Date, Purchaser may terminate this Agreement by written notice to Vendor. If Purchaser terminates this Agreement Vendor and Purchaser shall be released and discharged from all obligations hereunder except as provided in section 10.13.

### **3.4 Vendor's Conditions**

The obligation of Vendor to sell, its interest in and to the Assets to Purchaser is subject to the following conditions precedent, which are inserted herein and made part hereof for the exclusive benefit of Vendor and may be waived by Vendor in whole or in part:

- (a) the representations and warranties of Purchaser herein contained shall be true in all material respects when made and as of the Closing Date;
- (b) all obligations of Purchaser contained in this Agreement to be performed prior to or at Closing shall have been timely performed in all material respects; and
- (c) all amounts to be paid by Purchaser to Vendor at Closing, including, without limitation, the Purchase Price, shall have been paid to Vendor in the form stipulated in this Agreement.

If any one or more of the foregoing conditions precedent has or have not been satisfied, complied with, or waived by Vendor, at or before the Closing Date, Vendor may terminate this Agreement by written notice to Purchaser. If Vendor terminates this Agreement, Vendor and Purchaser shall be released and discharged from all obligations hereunder except as provided in section 10.12.

### **3.5 Efforts to Fulfil Conditions Precedent**

Purchaser and Vendor shall proceed diligently and in good faith and use all reasonable efforts to satisfy and comply with and assist in the satisfaction and compliance with the foregoing conditions precedent.

## **ARTICLE 4**

### **REPRESENTATIONS AND WARRANTIES**

#### **4.1 Representations and Warranties of Vendor and Receiver**

Vendor makes only the following representations to Purchaser, no claim in respect of which shall be made or be enforceable by Purchaser unless written notice of such claim, with reasonable particulars, is given by Purchaser to Vendor within a period of six (6) months following the Closing Date:

- (a) Receiver has been appointed by the Court as receiver and manager of COGI and such appointment is valid and subsisting;
- (b) subject to obtaining the Court Order, Vendor has the right to enter into this Agreement and to complete the Transaction;
- (c) provided the Court Order is obtained, this Agreement and any other agreements delivered in connection herewith constitute valid and binding obligations of Vendor enforceable against Vendor in accordance with their terms; and
- (d) Vendor is not a non-resident of Canada within the Income Tax Act (Canada).

#### **4.2 Representations and Warranties of Purchaser**

Purchaser makes the following representations and warranties to Vendor, no claim in respect of which shall be made, or be enforceable by Vendor unless written notice of such claim, with reasonable particulars, is given by Vendor to Purchaser within a period of six (6) months following the Closing Date:

- (a) Purchaser is a corporation duly organized, validly existing and is authorized to carry on business;
- (b) Purchaser has good right, power and absolute authority to purchase and acquire the interest of Vendor in and to the Assets according to the true intent and meaning of this Agreement;
- (c) except for obtaining the Court Order, the execution, delivery and performance of this Agreement has been duly and validly authorized by any and all requisite corporate, shareholders', directors' or equivalent actions and will not result in any violation of, be in conflict with, or constitute a default under, any articles, charter, bylaw or other governing document to which Purchaser is bound;
- (d) the execution, delivery and performance of this Agreement will not result in any violation of, be in conflict with, or constitute a default under, any term or provision of any agreement or document to which Purchaser is party or by which Purchaser is bound, nor under any judgement, decree, order, statute, regulation, rule or license applicable to Purchaser;
- (e) provided the Court Order is obtained, this Agreement and any other agreements delivered in connection herewith constitute valid and binding obligations of Purchaser enforceable against Purchaser in accordance with their terms;

- (f) no authorization or approval or other action by, and no notice to or filing with, any Governmental Authority or regulatory body exercising jurisdiction over the Assets is required for the due execution, delivery and performance by Purchaser of this Agreement, other than authorizations, approvals or exemptions from requirement therefor previously obtained and currently in force or to be obtained prior to or after Closing;
- (g) Purchaser has adequate funds available in an aggregate amount sufficient to pay: (i) all amounts required to be paid by Purchaser under this Agreement; and (ii) all expenses which have been or will be incurred by Purchaser in connection with this Agreement and the Transaction;
- (h) Purchaser has not incurred any obligation or liability, contingent or otherwise, for brokers' or finders' fees in respect of this Agreement or the Transaction for which Vendor shall have any obligation or liability; and
  - (i) Purchaser is not a non-resident of Canada within the Income Tax Act (Canada).

#### **4.3 Limitation of Representations by Vendor**

- (a) Subject to section 4.1, Vendor expressly negates any representations or warranties, whether written or verbal, made by Vendor or its Representatives and in particular, without limiting the generality of the foregoing, Vendor disclaims all liability and responsibility for any such representation, warranty, statement or information made or communicated, whether verbal or in writing, to Purchaser or any of its Representatives. Vendor's interest in and to the Assets shall be purchased on a strictly "as is, where is" basis and there are no collateral agreements, conditions, representations or warranties of any nature whatsoever made by Vendor, express or implied, arising at law, by statute, in equity or otherwise, with respect to the Assets and in particular, without limiting the generality of the foregoing, there are no collateral agreements, conditions, representations or warranties made by Vendor, express or implied, arising at law, by statute, in equity or otherwise with respect to:
  - (i) the accuracy or completeness of the data or information supplied by the Vendor or any of its Representatives in connection with the Assets;
  - (ii) the suitability of the Assets for any purpose;
  - (iii) whether the Assets are in compliance with the Applicable Law of Germany;
  - (iv) the title and interest of Vendor in and to the Assets; or
  - (v) whether the Assets are in good standing under the Applicable Law of Germany.
- (b) Without restricting the generality of the foregoing, Purchaser acknowledges that it has made its own independent investigation, analysis, evaluation and inspection of Vendor's relied solely on, such investigation, analysis, evaluation and inspection as to its assessment of the condition, quantum and value of the Assets.
- (c) Except with respect to the representations and warranties in section 4.1 or in the event of fraud, Purchaser forever releases and discharges Vendor and its Representatives from any claims and all liability to Purchaser or Purchaser's assigns and successors, as a result of the use or reliance upon advice, information or materials pertaining to the Assets which was delivered or made available to Purchaser by Vendor or its Representatives prior to or pursuant to this Agreement, including, without limitation, any evaluations, projections, reports and interpretive or non-factual materials prepared by or for Vendor, or otherwise in Vendor's possession.

## ARTICLE 5

### INDEMNITIES FOR REPRESENTATIONS AND WARRANTIES

#### 5.1 Vendor's Indemnities for Representations and Warranties

Vendor shall be liable to Purchaser for and shall, in addition, indemnify Purchaser from and against, all Losses suffered, sustained, paid or incurred by Purchaser which would not have been suffered, sustained, paid or incurred had all of the representations and warranties contained in section 4.1 been accurate and truthful; provided, that nothing in this section 5.1 shall be construed so as to cause Vendor to be liable to or indemnify Purchaser in connection with any representation or warranty contained in section 4.1 if and to the extent that Purchaser did not rely upon such representation or warranty.

#### 5.2 Purchaser's Indemnities for Representations and Warranties

Purchaser shall be liable to Vendor for and shall, in addition, indemnify Vendor from and against, all Losses suffered, sustained, paid or incurred by Vendor which would not have been suffered, sustained, paid or incurred had all of the representations and warranties contained in section 4.2 been accurate and truthful; provided, that nothing in this section 5.2 shall be construed so as to cause Purchaser to be liable to or indemnify Vendor in connection with any representation or warranty contained in section 4.2 if and to the extent that Vendor did not rely upon such representation or warranty.

#### 5.3 Survival of Representations and Warranties

Each Party acknowledges that the other may rely on the representations and warranties made by such Party pursuant to section 4.1 or 4.2, as the case may be. The representations and warranties in sections 4.1 and 4.2 shall be true as of the date hereof and on the Closing Date, and such representations and warranties shall continue in full force and effect and shall survive the Closing Date for a period of six (6) months, for the benefit of the Party to which such representations and warranties were made. In the absence of fraud, however, no claim or action shall be commenced with respect to a breach of any such representation and warranty, unless, within such period, written notice specifying such breach in reasonable detail has been provided to the Party which made such representation or warranty.

## ARTICLE 6

### INDEMNITIES

#### 6.1 Post-Closing Date Indemnity

Provided that Closing has occurred, Purchaser shall:

- (a) be solely liable and responsible for any and all Losses which Vendor may suffer, sustain, pay or incur; and
- (b) indemnify, release and save harmless Vendor and its Representatives from any and all Losses, actions, proceedings and demands, whatsoever which may be brought against or suffered by Vendor or which it may sustain, pay or incur, as a result of any matter or thing resulting from, attributable to or connected with the Assets and accruing after the Closing Date.

**ARTICLE 7**  
**MAINTENANCE OF ASSETS**

**7.1 Consent of Purchaser**

Vendor shall not from the date hereof to the Closing Date, without the written consent of Purchaser, which consent shall not be unreasonably withheld by Purchaser and which, if provided, shall be provided in a timely manner:

- (a) make any commitment or propose, initiate or authorize any capital expenditure, with respect to the Assets, without its consent provided, however, that should Purchaser withhold its consent or fail to provide its consent in a timely manner and a reduction in the value of the Assets results, there shall be no abatement or reduction in the Purchase Price; or
- (b) sell, encumber or otherwise dispose of any of the Assets or any part or portion thereof .

**7.2 Proposed Actions**

If an operation or the exercise of any right respecting the Assets is proposed in circumstances which would result in Purchaser incurring an obligation pursuant to section 7.2, the following shall apply to such operation or the exercise of such right (hereinafter referred to as the "Proposal"):

- (a) Vendor shall promptly give Purchaser notice of the Proposal, describing the particulars in reasonable detail;
- (b) Purchaser shall, not later than twenty four (24) hours prior to the time Vendor is required to make its election with respect to the Proposal, advise Vendor, by notice, whether Purchaser wishes Vendor to exercise Vendor's rights with respect to the Proposal on Purchaser's behalf, provided that Purchaser's failure to make such election within such period shall be deemed to be Purchaser's election to participate in the Proposal;
- (c) Vendor shall make the election authorized (or deemed to be authorized) by Purchaser with respect to the Proposal within the period during which Vendor may respond to the Proposal; and
- (d) Purchaser's election (including, its deemed election) to not participate in any Proposal required to preserve the existence of any of the Assets shall not entitle Purchaser to any reduction of the Purchase Price if Vendor's interest therein is terminated as a result of such election, and such termination shall not constitute a failure of Vendor's representations and warranties pertaining to such Assets, notwithstanding section 5.3.

**7.3 Vendor Deemed Purchaser's Agent**

- (a) Provided Closing occurs, Purchaser shall indemnify Vendor and its Representatives against all Losses which Vendor or its Representatives may suffer or incur as a result of Vendor maintaining the Assets as Purchaser's agent pursuant to this Article 7, insofar as such Losses are not a direct result of the gross negligence or wilful misconduct of Vendor or its Representatives. An action or omission of Vendor or of its Representatives shall not be regarded as gross negligence or wilful misconduct to the extent to which it was done or omitted from being done in accordance with Purchaser's instructions (including any election deemed pursuant to section 7.2(b)) or concurrence.

**ARTICLE 8**  
**RIGHTS OF FIRST REFUSAL**

**8.1 Rights of First Refusal**

Vendor and Purchaser hereby acknowledge and agree that there are no Rights of First Refusals application to the Transaction.

**ARTICLE 9**  
**PURCHASER'S REVIEW AND ACCESS TO BOOKS AND RECORDS**

**9.1 Access to Information**

After Closing and subject to contractual restrictions in favour of Third Parties relative to disclosure, Purchaser shall, on request from Vendor, provide reasonable access to Vendor at Purchaser's offices, during its normal business hours, to the agreements and documents to which the Assets are subject and the contracts, agreements, records, books, documents, licenses, reports and the Title Documents which are then in the possession or control of Purchaser and to make copies thereof, as Vendor may reasonably require for purposes relating to:

- (a) COGI's or Vendor's ownership of the Assets (including taxation matters and liabilities and claims that arise from or relate to acts, omissions, events, circumstances or operations on or before the Closing Date);
- (b) enforcing its rights under this Agreement;
- (c) compliance with Applicable Law; or
- (d) any claim commenced or threatened by any Third Party against COGI or Vendor.

**9.2 Maintenance of Information**

All of the information, materials and other records delivered to Purchaser pursuant to the terms hereof shall be maintained in good order and good condition and kept in a reasonably accessible location by Purchaser for a period of two (2) years from the Closing Date.

**ARTICLE 10**  
**GENERAL**

**10.1 Further Assurances**

Each Party will, from time to time and at all times after Closing, without further consideration, do such further acts and deliver all such further assurances, deeds and documents as shall be reasonably required to fully perform and carry out the terms of this Agreement.

**10.2 No Merger**

The covenants, representations, warranties and indemnities contained in this Agreement shall be deemed to be restated in any and all documents conveying the interests of Vendor in and to the Assets to Purchaser, subject to any and all time and other limitations contained in this Agreement. There shall not be any merger of any covenant, representation, warranty or indemnity in such assignments, conveyances, transfers and other documents notwithstanding any rule of law, equity or statute to the contrary and such rules are hereby waived.

### **10.3 Receiver**

Purchaser acknowledges that Receiver is acting solely in its capacity as the Court-appointed receiver and manager of COGI, and not in its personal or corporate capacity. Under no circumstances shall Receiver or any of its Representatives have any liability pursuant to this Agreement, or in relation to the Transaction, in its or their personal or corporate capacity, whether such liability be in contract, tort or otherwise.

### **10.4 Entire Agreement**

The provisions contained in any and all documents and agreements collateral hereto shall at all times be read subject to the provisions of this Agreement and, in the event of conflict, the provisions of this Agreement shall prevail. This Agreement supersedes all other agreements, documents, writings and verbal understandings between the Parties relating to the subject matter hereof and expresses the entire agreement of the Parties with respect to the subject matter hereof.

### **10.5 Governing Law**

This Agreement shall, in all respects, be subject to, interpreted, construed and enforced in accordance with and under the laws of the Province of Alberta and the laws of Canada applicable therein and shall, in every regard, be treated as a contract made in the Province of Alberta. The Parties irrevocably attorn and submit to the jurisdiction of the courts of the Province of Alberta and courts of appeal therefrom in respect of all matters arising out of this Agreement.

### **10.6 Assignment and Enurement**

This Agreement may not be assigned by a Party without the prior written consent of the other Party, which consent may be unreasonably and arbitrarily withheld. This Agreement shall be binding upon and shall enure to the benefit of the Parties and their respective administrators, trustees, receivers, successors and permitted assigns.

### **10.7 Time of Essence**

Time shall be of the essence in this Agreement.

### **10.8 Notices**

The addresses and email addresses of the Parties for delivery of notices hereunder shall be as follows:

Vendor	-MNP Ltd. 640 – 5th Avenue S.W., Suite 1500 Calgary, AB T2P 3G4 Attention: Mr. Victor P. Kroeger vic.kroeger@mnp.ca
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Purchaser - DEL Canada GP Ltd.  
1500 - 222 3 Avenue SW  
Calgary, AB T2P 0B4  
Attn: Lukas Frey  
l.frey@svrlawyers.com  
\_\_\_\_\_  
\_\_\_\_\_

All notices, communications and statements required, permitted or contemplated hereunder shall be in writing, and shall be delivered as follows:

- (a) by delivery to a Party between 8:00 a.m. and 4:00 p.m. on a Business Day at the address of such Party for notices, in which case, the notice shall be deemed to have been received by that Party when it is delivered;
- (b) by email to a Party to the email address of such Party for notices, in which case the notice shall be deemed to have been received by that Party on the day in which such email was sent; or
- (c) except in the event of an actual or threatened postal strike or other labour disruption that may affect mail service, by first class registered postage prepaid mail to a Party at the address of such Party for notices, in which case, the notice shall be deemed to have been received by that Party on the fourth (4th) Business Day following the date of mailing.

A Party may from time to time change its address for service, email address for service or designated representative by giving written notice of such change to the other Party.

#### **10.9 Invalidity of Provisions**

In case any of the provisions of this Agreement should be invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

#### **10.10 Waiver**

No failure on the part of any Party in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or remedy preclude any other or further exercise thereof or the exercise of any right or remedy in law or in equity or by statute or otherwise conferred. No waiver by any Party of any breach (whether actual or anticipated) of any of the terms, conditions, representations or warranties contained herein shall take effect or be binding upon that Party unless the waiver is expressed in writing under the authority of that Party. Any waiver so given shall extend only to the particular breach so waived and shall not limit or affect any rights with respect to any other or future breach.

#### **10.11 Amendment**

This Agreement shall not be varied in its terms or amended by oral agreement or by representations or otherwise other than by an instrument in writing dated subsequent to the date hereof, executed by a duly authorized representative of each Party.

#### **10.12 Confidentiality and Public Announcements**



Until Closing has occurred, each Party shall keep confidential all information obtained from the other Party in connection with the Assets and shall not release any information concerning this Agreement and the Transaction without the prior written consent of the other Party, which consent shall not be unreasonably withheld. Nothing contained herein shall prevent a Party at any time from furnishing information (i) to any Governmental Authority or regulatory authority or to the public if required by Applicable Law; or (ii) in connection with obtaining the Court Order; or (iii) as required to COGI's secured creditors.

**10.13 Counterpart Execution**

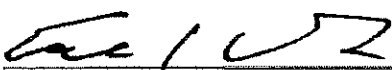
This Agreement may be executed and delivered in counterpart and transmitted by facsimile or other electronic means and all such executed counterparts, including electronically transmitted copies of such counterparts, shall together constitute one and the same agreement.

**IN WITNESS WHEREOF** the Parties have executed this Agreement as of the date first above written.

**MNP LTD.**, solely in its capacity as receiver and manager of  
**COGI LIMITED PARTNERSHIP**,  
and not in its personal or corporate capacity

Per: \_\_\_\_\_  
Name:  
Title:

**DEL CANADA LIMITED PARTNERSHIP**, by its  
General Partner, **DEL CANADA GP LTD.**

Per:   
Name: Edmund Kockartz  
Title: President

# Schedule "D"

## BILL OF SALE

**SCHEDULE "A" to the  
PURCHASE AND SALE AGREEMENT**

**GENERAL CONVEYANCE**

THIS GENERAL CONVEYANCE made this 1st day of February, 2021.

**BETWEEN:**

**MNP LTD.**, in its capacity as receiver and manager of **COGI LIMITED PARTNERSHIP** and not in its personal or corporate capacity (hereinafter referred to as "**Vendor**")

- and -

**DEL CANADA LIMITED PARTNERSHIP**, by its General Partner, **DEL CANADA GP LTD.**

(hereinafter referred to as "**Purchaser**")

**WHEREAS** pursuant to an order of the Honourable Justice A.D. Macleod of the Alberta Court of Queen's Bench dated October 26, 2015, MNP Ltd. was appointed receiver and manager of Conserve Oil Group Inc., Canadian Oil & Gas International Inc. and COGI Limited Partnership;

**AND WHEREAS** Vendor wishes to sell, and Purchaser wishes to purchase, the Assets subject to and in accordance with the terms and conditions contained herein;

**NOW THEREFORE** for the consideration provided in the Purchase Agreement and in consideration of the premises hereto and the covenants and agreements hereinafter set forth and contained, the Parties covenant and agree as follows:

**Definitions**

In this General Conveyance, including the recitals hereto, the definitions set forth in the Purchase Agreement are adopted herein by reference and, in addition:

"**Purchase Agreement**" means that Purchase and Sale Agreement between Vendor and Purchaser dated February 1, 2021.

**Conveyance**

Pursuant to and for the consideration provided for in the Purchase Agreement, subject to and in accordance with the Purchase Agreement and the Court Order, Vendor hereby sells, assigns, transfers, conveys and sets over to Purchaser the entire right, title, estate and interest of Vendor in and to the Assets, to have and to hold the same absolutely, together with all benefit and advantage to be derived therefrom, effective as of 8 a.m., on the Closing Date       , 2021.

**Subordinate Document**

This General Conveyance is executed and delivered by the Parties pursuant to the Purchase Agreement and the provisions of the Purchase Agreement shall prevail in the event of a conflict between the provisions of the Purchase Agreement and the provisions of this General Conveyance.

**No Merger**

The covenants, representations, warranties and indemnities contained in the Purchase Agreement are incorporated herein as fully and effectively as if they were set out herein and there shall be no merger of any covenant, representation, warranty or indemnity contained in the Purchase Agreement by virtue of the execution and delivery hereof, any rule of law, equity or statute to the contrary notwithstanding.

**Governing Law**

This General Conveyance shall be subject to and interpreted, construed and enforced in accordance with the laws of the Province of Alberta and the laws of Canada applicable therein and shall, in every regard, be treated as a contract made in the Province of Alberta. The Parties irrevocably attorn and submit to the jurisdiction of the courts of the Province of Alberta and courts of appeal therefrom in respect of all matters arising out of this Agreement.

**Enurement**

This General Conveyance shall be binding upon and shall enure to the benefit of each of the Parties and their respective administrators, trustees, receivers, successors and assigns.

**Further Assurances**

Each Party will, from time to time and at all times hereafter, at the request of the other Party but without further consideration, do all such further acts and execute and deliver all such further documents as shall be reasonably required in order to fully perform and carry out the terms hereof.

**Counterpart Execution**

This Agreement may be executed in counterpart and by facsimile or other electronic means and all such executed counterparts together shall constitute one and the same agreement.

**IN WITNESS WHEREOF** the Parties have executed this General Conveyance on the date first above written.

**MNP LTD.**, solely in its capacity as receiver and manager of **COGI LIMITED PARTNERSHIP** and not in its personal or corporate capacity

**DEL CANADA LIMITED PARTNERSHIP**, by its General Partner, **DEL CANADA GP LTD.**

Per: \_\_\_\_\_  
Name:  
Title:

Per:   
Name: Edmund Kockartz  
Title: President