Grant Thornton

Clerk's Stamp

COURT FILE NUMBER:	**Q.B. No 900 of 2016**
COURT:	**COURT OF QUEEN'S BENCH FOR SASKATCHEWAN**
JUDICIAL CENTRE:	**SASKATOON**
PLAINTIFF:	**ALBERTA TREASURY BRANCHES**
DEFENDANT:	**TUSCANY ENERGY LTD.**
DOCUMENT:	**RECEIVER'S FIRST REPORT NOVEMBER 17, 2016**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING DOCUMENT

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Introduction

1. Pursuant to an order (the "**Receivership Order**") of the Court of Queen's Bench for Saskatchewan (the "**Court**") pronounced on June 30, 2016, Grant Thornton Limited ("**GTL**" or the "**Receiver**") was appointed receiver with respect to all right, title, and interest of Tuscany Energy Ltd. ("**Tuscany**" or the "**Company**") to the Crown Petroleum and Natural Gas Leases and wells listed in Schedule "A" to the Receivership Order. A copy of the Receivership Order is attached as Appendix 1 to this report.

2. On August 23, 2016, the Court pronounced an order amending the Receivership Order to include additional assets of the Company, described in Schedule "A" to that order (the "**Amended Receivership Order**"). A copy of the Amended Receivership Order is attached to this report as Appendix 2.

3. The purpose of this report (the "**Receiver's First Report**") is to provide this Honourable Court and other interested parties with:

    a) background information on the Company;

    b) a summary of the Receiver's activities since the pronouncement of the Receivership Order; and

    c) information in connection with the Receiver's application for an order approving, among other things, the sale and vesting of the Company's Oil and Gas Assets (as defined later in this report).

4. In order to submit certain information to this Honourable Court on a confidential basis, such as the offers to purchase the Company's assets and the Purchase and Sale Agreement (as defined later in this report), the Receiver has prepared a confidential supplement to the Receiver's First Report (the "**Supplemental First Report**"). The Receiver is of the opinion that publicly disclosing certain information, prior to the approval and completion of the sale of the Company's assets, would be prejudicial to any further sale process in the event the Court does not approve the recommended sale or in the event the sale does not close.

5. Unless otherwise stated, all monetary amounts noted herein are expressed in Canadian dollars.

Limitations of Report

6. The information contained in the Receiver's First Report has been obtained from the records of the Company, publicly available information, and/or is based upon discussions with and representations made by Tuscany's management and other professional advisors. The information was not audited nor otherwise verified by the Receiver as to its accuracy or completeness, nor has it necessarily been prepared in accordance with generally accepted accounting principles and the reader is cautioned that this report may not disclose all significant matters about Tuscany. Accordingly, we do not express an opinion or any other form of assurance on the information presented herein. The Receiver may refine or alter its observations as further information is obtained or is brought to its attention after the date of this report.

7. The Receiver assumes no responsibility or liability for any loss or damage occasioned to any party because of the circulation, publication, reproduction, or use of the Receiver's First Report. Any use that any party makes of this report, or any reliance on or decisions to be made based on it is the responsibility of such party.

8. A copy of this report and other documents relevant to the receivership proceedings are available on the Receiver's website at: www.grantthornton.ca/creditorupdates.

Company Background

9. Tuscany is a company incorporated pursuant to the laws of the Province of Alberta with its registered office in Calgary, Alberta and is extra-provincially registered in the Province of Saskatchewan. Tuscany is a public company that was listed and traded on the TSX Venture Exchange under the symbol "TUS".

10. Tuscany is engaged in oil and gas exploration, development and production and focuses on heavy oil reserves in the Provinces of Alberta and Saskatchewan. The receivership proceedings pursuant to the Receivership Order and the Amended Receivership Order are limited to Tuscany's assets located in the Province of Saskatchewan, primarily in the Evesham and Macklin areas (the "**Oil and Gas Assets**").

11. On the same day on which the Receivership Order was pronounced, the directors of Tuscany assigned the Company into bankruptcy, appointing GTL as trustee in bankruptcy, subject to affirmation at the first meeting of creditors. Prior to accepting such dual appointment, in accordance with the provisions of the *Bankruptcy and Insolvency Act*, GTL obtained an opinion from independent legal counsel confirming the validity and enforceability of the Plaintiff's security. GTL also conferred with the directors of the Company and the Plaintiff regarding the dual appointment and no concerns were expressed.

12. Further information on the Company and the events preceding the receivership proceedings can be obtained from the application materials of the Plaintiff filed in support of the Receivership Order. Further information on the concurrent bankruptcy proceedings can be obtained from GTL's website noted earlier in this report.

Receiver's Activities

13. Since the pronouncement of the Receivership Order, the Receiver, among other things, has carried out the following activities:

    a) arranged for the continued operation of the Oil and Gas Assets, with the assistance of certain Company personnel, on a contract basis;

    b) commissioned an inspection of the Oil and Gas Assets by a qualified oil and gas consultant;

    c) borrowed funds from the Plaintiff, pursuant to the Receivership Order to, among other things, fund immediate working capital needs and attend to various field maintenance tasks and to improve production;

d) contacted the Ministry of Economy of Saskatchewan and: 1) advised of the pronouncement of the Receivership Order; and 2) requested that the Receiver be made aware of any regulatory or other concerns with respect to the Oil and Gas Assets;

e) contacted the Company's insurance provider to: 1) confirm coverage and adequacy; and 2) add the Receiver as named insured and loss payee;

f) negotiated an amendment to the Company's head office lease agreement to, among other things, reduce the monthly cost;

g) sent notice of the receivership proceedings to all known creditors in accordance with the *Bankruptcy and Insolvency Act*;

h) completed a formal process to solicit offers to purchase the Oil and Gas Assets (the "**Sales Process**"); and

i) entered into an agreement of purchase and sale, subject only to approval of this Honourable Court, for the sale of the Oil and Gas Assets (the "**Purchase and Sale Agreement**").

Sales Process

14. Prior to the pronouncement of the Receivership Order, the Company, with the assistance of Dundee Capital Markets, completed a sales and investment solicitation process (the "**Pre-Receivership SISP**"). The results of this process, as understood by the Receiver, are discussed in the Supplemental First Report.

15. Following its appointment, the Receiver invited proposals from potential sales advisors, including the pre-receivership advisor noted above, to assist the Receiver with reviewing the Oil and Gas Assets and determining the appropriate realization strategy.

16. Upon review of the proposals and other relevant factors, including the experience of the Receiver and the consultants retained by the Receiver, and the fact a formal process was

completed prior to the Receivership Order, the Receiver concluded that engaging a sales agent was not necessary in the circumstances and did not justify the additional cost. Additionally, most of the material required for the Sales Process was prepared by the Company and readily available. This determination was made in consultation with the Plaintiff.

17. On that basis, on September 6, 2016, the Receiver commenced an approximate six week sales process, summarized as follows:

    a) a non-confidential information memorandum (the "**IM**") was prepared and distributed to approximately 100 parties by e-mail. These parties included entities that participated in the Pre-Receivership SISP, parties that contacted the Receiver or Company directly, and parties that were identified as logical buyers for strategic reasons. The IM was also posted on the Company's and the Receiver's websites;

    b) advertisements were placed in the following publications: the Calgary Herald, the Saskatoon Star Phoenix, the Regina Leader Post, the Daily Oil Bulletin, and the BOE Report;

    c) the IM invited parties to execute a confidentiality agreement ("**CA**") in order to obtain an information package, containing detailed information about the Oil and Gas Assets, and in order to gain access to the virtual data room, which hosted additional information required for parties to conduct their due diligence. A physical data room was also established in order to facilitate reviews of land and other physical files. In total, 37 parties executed CAs and 34 parties accessed the virtual data room;

    d) parties were invited to tour and inspect the physical assets in the field; and

    e) a deadline to submit offers was established as 12:00 pm (noon) October 14, 2016 (the "**Bid Deadline**").

18. In total, thirteen offers to purchase either the Oil and Gas Assets en-bloc or a portion thereof were received by the Receiver prior to the Bid Deadline. Copies and analysis of these offers are contained within the Supplemental First Report. As noted earlier in this report, the Receiver is of the opinion that publicly disclosing this information prior to obtaining approval of this Honourable Court and closing the sale is not advisable as this information would be prejudicial to any further marketing or negotiations in the event the recommended sale does not close.

19. The Receiver reviewed the offers and negotiated a binding transaction, subject only to approval of this Court, with the party who, in its opinion, submitted the most desirable offer, in terms of purchase price and other relevant factors, such as the purchaser's ability to close the transaction.

20. The result of these negotiations was the Purchase and Sale Agreement, a copy of which is attached to the Supplemental First Report.

21. The Receiver is of the opinion that:

    a) the Sales Process was completed in a manner similar to processes conducted in similar formal insolvency proceedings;

    b) the Sales Process considered the interests of all interested parties;

    c) the Receiver acted reasonably, prudently, fairly, and not arbitrarily in its efforts to obtain reasonable value for the Oil and Gas Assets and no concerns have been raised regarding the efficacy or integrity of the process to generate the offer that led to the Purchase and Sale Agreement; and

    d) the Sales Process exposed the Oil and Gas Assets to the market and provided a reasonable and effective process to sell the Oil and Gas Assets which was transparent and was fair to all persons who were interested in purchasing the Oil and Gas Assets.

Purchase and Sale Agreement

22. The Receiver offers the following comments on the Purchase and Sale Agreement:

    a) the purchase price is reasonable in comparison to the other offers received and the offers received during the Pre-Receivership SISP;

    b) it provides for payment of a non-refundable deposit;

    c) it will realize upon all of the Oil and Gas Assets; and

    d) it is subject only to approval of this Honourable Court.

23. Based on the foregoing, the Receiver executed the Purchase and Sale Agreement and respectfully recommends the Court approve it as:

    a) in the Receiver's opinion, the Sales Process was reasonable in the circumstances, and continuing the process will not guarantee a better result or offer; and

    b) the principal economic stakeholder, the Plaintiff, is supportive of the Purchase and Sale Agreement.

Creditors

24. According to the Personal Property Registry (Saskatchewan) and the books and records of the Company, the Plaintiff, the Alberta Treasury Branches ("**ATB**"), has registered security (the "**ATB Security**") against all the present and after-acquired personal property of Tuscany and is owed approximately $8,276,411, plus accrued interests and costs (the "**ATB Indebtedness**").

25. According to the Personal Property Registry (Saskatchewan) and the books and records of the Company, several parties have registered liens ("**Lien Claimants**") against the Oil and Gas Assets in the amount of $471,743.48. A listing of these parties are as follows:

Registrant	**Dollar Value**
Black Bull Operational Services Ltd.	$61,301.33
Canwest Propane Partnership	$96,793.91
Opper Bros. Contracting Ltd.	$56,576.10
Pacific Tubulars Ltd.	$63,819.17
Pyramid Corporation	$24,751.15
Trican Partnership	$18,663.48
Xtreme Drilling and Coil Services Corp.	$149,838.34
Total	**$471,743.48**

As payments have been made to some of these vendors, an estimate of amounts owed is approximately $340,000.

26. According to the records of the Company, unsecured claims against the Company total approximately $11,347,210.

27. Based on information available to the Receiver, the amount of claims that may have priority to ATB Indebtedness are as follows:

    a. Receiver's Certificates - $175,000

    b. Lien Claimants - $471,743

    c. Wage Earners Protection Program Act (WEPPA) - approximately $20,000

28. The Receiver has obtained an independent legal opinion from its counsel confirming the validity and enforceability of the security held by ATB in the Oil and Gas Assets. Accordingly, the Receiver recommends that the Court grant an Order authorizing and directing the Receiver to make an interim distribution to ATB of the amount of $7,500,000

("**Proposed Interim Distribution**"). Based on funds available to the Receiver, there will be available funds in the Receivership proceeding, after payment of the Proposed Interim Distribution to fund any priority amounts.

29. The Receiver will be seeking a court approved process for lien holders to prove claims by December 31, 2016.

Interim Statement of Receipts and Disbursements

30. Attached to this report as Appendix 3 is an interim statement of receipts and disbursements for the period of June 30, 2016, the commencement of these receivership proceedings, to November 17, 2016.

Recommendations and Intended Course of Action

31. Based on our report herein and the Supplemental First Report, the Receiver respectfully recommends this Honourable Court approve:

    a) the Receiver's activities and conduct as outlined in the Receiver's First Report and the Supplemental First Report;

    b) the sale of the Oil and Gas Assets, pursuant to the Purchase and Sale Agreement; and

    c) the Proposed Interim Distribution to ATB.

32. Subject to obtaining approval from this Honourable Court to do so, the Receiver intends to:

    a) complete the sale of the Oil and Gas Assets, pursuant to the Purchase and Sale Agreement;

    b) attend to the further administration of the receivership, including a further review of the claims of the Lien Claimants;

    c) follow any further directions this Honourable Court wishes to provide to the Receiver; and

d) apply to Court for approval of:

i. the distribution of the remainder of the proceeds from the sale of the Oil and Gas Assets; and

ii. the termination of the receivership proceedings and the discharge of the Receiver.

DATED at Calgary Alberta, this 17th day of November 2016.

Grant Thornton Limited,
in its capacity as receiver of certain assets of
Tuscany Energy Ltd.
and not in its personal capacity

Per: Andrew Basi, CPA, CA, CIRP, LIT Senior Vice President	Per: Nathan Bell, CPA, CA, CIRP, LIT Senior Manager

DUPLICATE ORIGINAL

COURT FILE NUMBER **900 of 2016**

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

JUDICIAL CENTRE **SASKATOON**

PLAINTIFF (APPLICANT) **ALBERTA TREASURY BRANCHES**

DEFENDANT (RESPONDENT) **TUSCANY ENERGY LTD**

IN THE MATTER OF THE RECEIVERSHIP OF TUSCANY ENERGY LTD.

CONSENT RECEIVERSHIP ORDER

Before the Honourable Madam Justice A.R. Rothery in Chambers the 30th day of June, 2016.

Upon the Application of Michael W, Milani, Q.C. and Alexis Teasdale, counsel on behalf of the Plaintiff (Applicant), Alberta Treasury Branches ("**ATB**"), and on hearing Michael W. Milani, Q.C. and Alexis Teasdale, counsel on behalf of ATB, and on hearing counsel on behalf of all other parties present, and on reading the Notice of Application on behalf of ATB dated June 29, 2016, the Affidavit of Trina Holland sworn June 29, 2016, the Consent to Appointment dated June 29, 2016, and executed by Grant Thornton Limited, the Brief of Law on behalf of ATB, the Affidavit of Service and the draft Receivership Order with the consent of the Defendant (Respondent), Tuscany Energy Ltd. (the "**Debtor**"), endorsed thereon, all filed, and the pleadings and proceedings herein;

The Court Orders

SERVICE

1. The time for service of the Notice of Application and the materials filed in support thereof (collectively, the "**Application Materials**") shall be and is hereby abridged and service thereof shall be and is hereby deemed good, valid, timely and sufficient.

APPOINTMENT

2. Pursuant to s. 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 (the "***BIA***"), s.65(1) of *The Queen's Bench Act, 1998,* S.S. 1998, c. Q-1.01, and s. 64(8) of *The Personal Property Security Act, 1993*, S.S. 1993, c. P-6.2 (the "***PPSA***"), Grant Thornton Limited is hereby appointed receiver (the "**Receiver**"), without security, of all of the assets, undertakings and properties of the Debtor described in the attached Schedule "A" and all proceeds thereof, including, without limitation, all of the right, title and interest of the Debtor in and to the Crown Petroleum and Natural Gas leases and wells listed in Schedule "A", including any proceeds, cash or cash equivalents of the Debtor generated from such assets and any miscellaneous interests or property relating to the aforementioned, including, without limitation, tangible equipment, pipelines, water disposal or injection wells, surface interests, contracts and any other tangibles or intangibles which may be necessary to take possession of, control, administer or monitor such assets (collectively, the "**Property**").

RECEIVER'S POWERS

3. The Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property, and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:

(a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property ;

(b) to receive, preserve, protect and maintain control of the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;

(c) to manage, operate and carry on the business of the Debtor, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtor;

(d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties including, without limitation, those conferred by this Order;

(e) to purchase or lease machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtor or any part or parts thereof;

(f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor, and to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor;

(g) to settle, extend or compromise any indebtedness owing to or by the Debtor;

(h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property or the business of the Debtor, whether in the Receiver's name or in the name and on behalf of the Debtor, for any purpose pursuant to this Order or otherwise authorized by this Court;

(i) to undertake environmental or workers' health and safety assessments of the Property and operations of the Debtor;

(j) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtor, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding, and provided further that nothing in this Order shall authorize the Receiver to defend or settle the action in which this Order is made unless otherwise directed by this Court;

(k) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;

(l) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business:

(i) without the approval of this Court in respect of any transaction not exceeding $100,000.00, provided that the aggregate consideration for all such transactions does not exceed $250,000.00; and

(ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause,

and in each such case notice under ss. 59(10) of the *PPSA* shall not be required;

(m) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;

(n) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;

(o) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;

(p) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtor;

(q) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtor;

(r) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have; and

(s) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations;

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Debtor, and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

4. (i) The Debtor, (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "**Persons**" and each being a "**Person**") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property (excluding Property subject to liens the validity of which is dependent on maintaining possession) to the Receiver upon the Receiver's request.

5. All Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, business and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtor, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "**Records**") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or documents prepared in contemplation of litigation or due to statutory provisions prohibiting such disclosure.

6. If any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require, including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

NO PROCEEDINGS AGAINST THE RECEIVER

7. No proceeding or enforcement process in any court or tribunal (each, a "**Proceeding**"), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY

8. No Proceeding against or in respect of the Debtor or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtor or the Property are hereby stayed and suspended pending further Order of this Court, provided, however, that nothing in this Order shall prevent any Person from commencing a proceeding regarding a claim that might otherwise become barred by statute or an existing agreement, if such proceeding is not commenced before the expiration of the stay provided by this paragraph 8.

NO EXERCISE OF RIGHTS OR REMEDIES

9. All rights and remedies (including, without limitation, set-off rights) against the Debtor, the Receiver or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that nothing in this paragraph shall (i) empower the Receiver or the Debtor to carry on any business which the Debtor is not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtor from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a mortgage, floating charge, or security interest, or (iv) prevent the registration or filing of a lien or claim for lien or the commencement of a Proceeding to protect a lien or other rights that might otherwise be barred or extinguished by the effluxion of time, provided that no further steps shall be taken in respect of such lien, claim for lien or Proceeding except for service of the initiating documentation on the Debtor and the Receiver.

NO INTERFERENCE WITH THE RECEIVER

10. No Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtor, including, without limitation, insurance coverage, without written consent of the Receiver or leave of this Court.

CONTINUATION OF SERVICES

11. All Persons having oral or written agreements or existing arrangements with the Debtor or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Debtor are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and that the Receiver shall be entitled to the continued use of the Debtor's current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Debtor or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

12. All funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "**Post Receivership Accounts**") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further order of this Court.

EMPLOYEES

13. Subject to the employees' rights to terminate their employment, all employees of the Debtor shall remain the employees of the Debtor until such time as the Receiver, on the Debtor's behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the *BIA*, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) and 81.6(3) of the *BIA* or the *Wage Earner Protection Program Act.*

14. Pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5, the Receiver may disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "**Sale**"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtor, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

15. (a) Notwithstanding anything in any federal or provincial law, the Receiver is not personally liable in that position for any environmental condition that arose or environmental damage that occurred:

(i) before the Receiver's appointment; or

(ii) after the Receiver's appointment unless it is established that the condition arose or the damage occurred as a result of the Receiver's gross negligence or wilful misconduct.

(b) Nothing in sub-paragraph (a) exempts the Receiver from any duty to report or make disclosure imposed by a law referred to in that sub-paragraph.

(c) Notwithstanding anything in any federal or provincial law, but subject to sub-paragraph (a) hereof, where an order is made which has the effect of requiring the Receiver to remedy any environmental condition or environmental damage affecting the Property, the Receiver is not personally liable for failure to comply with the order, and is not personally liable for any costs that are or would be incurred by any person in carrying out the terms of the order,

(i) if, within such time as is specified in the order, within ten (10) days after the order is made if no time is so specified, within ten (10) days after the appointment of the Receiver, if the order is in effect when the Receiver is appointed, or during the period of the stay referred to in clause (ii) below, the Receiver:

A. complies with the order, or

B. on notice to the person who issued the order, abandons, disposes of or otherwise releases any interest in any real property affected by the condition or damage;

(ii) during the period of a stay of the order granted, on application made within the time specified in the order referred to in clause (i) above, within ten (10) days after the order is made or within ten (10) days after the appointment of the Receiver, if the order is in effect when the Receiver is appointed, by,

A. the court or body having jurisdiction under the law pursuant to which the order was made to enable the Receiver to contest the order; or

B. the court having jurisdiction in bankruptcy for the purposes of assessing the economic viability of complying with the order; or

(iii) if the Receiver had, before the order was made, abandoned or renounced or been divested of any interest in any real property affected by the condition or damage.

Nothing in this Order shall derogate from the protection afforded to the Receiver by s. 14.06 of the *BIA* or any other applicable legislation.

RECEIVER'S ACCOUNTS

16. The Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements and the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a

charge (the "**Receiver's Charge**") on the Property as security for such fees and disbursements both before and after the making of this Order in respect of these proceedings, and the Receivers' Charge shall be allowed to it in passing its accounts and shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4) and 81.6(2) of the *BIA*.

17. The Receiver and its legal counsel shall pass their accounts from time to time.

18. Prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including the legal fees and disbursements, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

19. The Receiver shall be at liberty and is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed $400,000.00 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "**Receiver's Borrowings Charge**") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge, but subject to sections 14.06(7), 81.4(4) and 81.6(2) of the *BIA*.

20. Neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.

21. The Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "B" hereto (the "**Receiver's Certificates**") for any amount borrowed by it pursuant to this Order.

22. The monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

ALLOCATION

23. Any interested party may apply to this Court on notice to any other party likely to be affected, for an order allocating the Receiver's Charge and the Receiver's Borrowings Charge, and/or the value of any assets comprising the Property that are or have been consumed during the course of the Receivership, amongst the various assets comprising the Property.

GENERAL

24. The Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

25. Nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtor and to assign the Debtor in to bankruptcy and thereafter serve as Trustee in Bankruptcy of the Debtor as well as Receiver.

26. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

27. The Receiver shall be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

28. The Applicant shall have its costs of this motion, up to and including entry and service of this Order, provided for by the terms of the Applicant's security or, if not so provided by the Applicant's security, then on a substantial indemnity basis to be paid by the Receiver from the Debtor's estate with such priority and at such time as this Court may determine.

29. Any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Receiver and Alberta Treasury Branches and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order. Such application to vary or amend this Order may include, without limitation, an application to:

    (a) amend paragraph 3(a) to provide the Receiver with the entitlement to disclaim, abandon or renounce the Debtor's interest in any of the Property; and

    (b) amend paragraph 3(c) to provide the Receiver with the power to disclaim or terminate leases of real property of which the Debtor is a tenant, including its leased office premises in Calgary, Alberta.

FURTHER SERVICE

30. The Applicant shall, within ten (10) days of the date of this Order, cause a true copy of this Order to be served by prepaid ordinary mail on all persons to whom the Receiver is required to send notice pursuant to s. 245(1) of the *BIA*, and any such service shall be deemed to be received on the seventh day after mailing.

31. A true copy of the Order served pursuant to paragraph 30 above shall be accompanied by a cover letter in the form attached as Schedule "C" to this Order.

[THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

32. Every person who is served with a copy of the Order pursuant to paragraph 30, and who requires notice in respect of all further proceedings in this matter, shall provide to counsel for each of the Receiver and the Applicant a demand for notice of such proceedings, which demand for notice shall be in the form and sent in the manner provided in the attached Schedule "C" to this Order (the "**Demand for Notice**") and shall contain an electronic mail address or a facsimile number to which such further notice of these proceedings shall be sent. The failure of any person to provide the Demand for Notice hereby releases the Receiver and the Applicant from any requirement to provide further notice in respect of these proceedings to any such person until such time as a properly completed Demand for Notice is received by each of the Receiver and the Applicant from such person.

ISSUED at the City of Saskatoon, in the Province of Saskatchewan, this 30th day of June, 2016.

P. Vogt

DEPUTY LOCAL REGISTRAR

CONTACT INFORMATION AND ADDRESS FOR SERVICE:

Name of firm:	McDougall Gauley LLP
Lawyer in charge of file:	Michael W. Milani, Q.C.
Address of firm:	1500-1881 Scarth Street, Regina, SK S4P4K9
Telephone number:	306.565-5117
Fax number:	306.359-0785
Email address:	mmilani@mcdougallgauley.com
File No:	400550.54

CONTACT INFORMATION AND ADDRESS FOR SERVICE:

Name of firm:	Bennett Jones LLP
Lawyer in charge of file:	Chris Simard
Address of firm:	
Telephone number:	
Fax number:	
Email address:	
File No:	

TO: Local Registrar, Judicial Centre of Saskatoon

AND TO: The Debtor

AND TO: Those persons listed on the Service List attached hereto as Schedule "D"

SCHEDULE "A"

All of Tuscany Energy Ltd.'s ("Tuscany") right, title, estate and interest in and to the Crown Petroleum and Natural Gas Leases ("Crown Petroleum and Natural Gas Leases") and wells ("Wells") listed below and any and all personal property, equipment, immoveable and leasehold property of Tuscany attached, on or associated thereto and located in the Province of Saskatchewan

Crown Petroleum and Natural Gas Leases

Disposition Number	Legal Land Description
PN17303	SW¼ 06-39-27 W3M; and NW 06-39-27 W3M (Oil from Top Sparky Member to Base Sparky Member)
PN20349	SE¼ 28-39-27 W3M (Oil and Gas from Top Surface to Base Mannville Group)
PN51309	SE¼ 16-39-27 W3M; and NE¼ 16-39-27 W3M (Oil and Gas from Top Surface to Base Mannville Group)
PN38502	NW¼ 22-39-27 W3M; and NE¼ 22-39-27 W3M (Oil and Gas from Top Surface to Base Mannville Group)
PN65121	Section 36-42-25 W3M (Oil and Gas from Top Surface to Top Precambrian)
PN17302	SE¼ 06-39-27 W3M; and NE¼ 06-39-27 W3M (Oil from Top Surface to Base Sparky Member)
PN52069	Lsd 01 of 28-39-28 W3M; NE¼ 28-39-28 W3M; and Lsd 07 of 28-39-28 W3M (Oil and Gas from Top Surface to Base Mannville Group) And SW¼ 28-39-28 W3M; NW¼ 28-39-28 W3M; and Lsd 02 of 28-39-28 W3M (Oil and Gas from Top Surface to Base Colorado Group)
PN52068	SW¼ 27-39-28 W3M; NW¼ 27-39-28 W3M; NE¼ 27-39-28 W3M; Lsd 02 of 27-39-28 W3M; and Lsd 07 of 27-39-28 W3M (Oil and Gas from Top Surface to Base Mannville Group)
PN35624	Lsd 08 of 28-39-28 W3M (Oil and Gas from Top Surface to Base Mannville Group)
PN58565	Section 33-39-28 W3M

	(Oil and Gas from Top Surface to Base Mannville Group)
PN16756	SE¼ 21-39-27 W3M; SW¼ 21-39-27 W3M; NW¼ 21-39-27 W3M; and NE¼ 21-39-27 W3M (Oil and Gas from Top Surface to Base Mannville Group)

Wells

111/14-21-039-27W3/0
111/13-22-039-27W3/0
111/07-28-039-27W3/0
191/15-16-039-27W3/0
193/15-16-039-27W3/0
196/15-16-039-27W3/0
197/15-16-039-27W3/0
198/15-16-039-27W3/0
19A/15-16-039-27W3/0
193/16-16-039-27W3/0
194/16-16-039-27W3/0
191/02-21-039-27W3/0
191/06-06-039-27W3/0
121/10-06-039-27W3/0
192/12-27-039-28W3/0
191/06-28-039-28W3/0
191/07-28-039-28W3/0
192/07-28-039-28W3/0
193/07-28-039-28W3/0
194/07-28-039-28W3/0
195/07-28-039-28W3/0
196/07-28-039-28W3/0
197/07-28-039-28W3/0
198/07-28-039-28W3/0
191/08-28-039-28W3/0
191/01-33-039-28W3/0
191/06-33-039-28W3/0
193/06-33-039-28W3/0
191/11-33-039-28W3/0
191/05-36-042-25W3/0

SCHEDULE "B"
RECEIVER CERTIFICATE

CERTIFICATE NO. ______________________

AMOUNT $ ______________________

1. THIS IS TO CERTIFY that Grant Thornton Limited, appointed by Order of the Court of Queen's Bench of Saskatchewan (the "**Court**") issued the 30th day of June, 2016 (the "**Order**"), as receiver (the "**Receiver**") of certain assets, undertaking and properties of **TUSCANY ENERGY LTD.** (the "**Debtor**") acquired for or used in relation to the business carried on by the Debtor, including all proceeds thereof (collectively, the "**Property**"), has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of $__________, being part of the total principal sum of $______________ which the Receiver is authorized to borrow under and pursuant to the Order.

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

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

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

5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.

7. The Receiver does not undertake any personal liability to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the _______ day of ______________, 20___.

____________________, solely in its capacity as Receiver of the Property, and not in its personal capacity.

Per: ________________________________
Name:
Title:

SCHEDULE "C"

COVER LETTER OF DEMAND FOR NOTICE

[Date]

[Address]
[Address]

Attention:

RE: IN THE MATTER OF THE RECEIVERSHIP OF TUSCANY ENERGY LTD.

A Receiver has been appointed by Order of the Court of Queen's Bench for Saskatchewan over certain property, assets and undertaking of TUSCANY ENERGY LTD. Enclosed is a copy of the Court Order appointing Grant Thornton Limited as Receiver.

You are being provided with a copy of the Order because you are a creditor of TUSCANY ENERGY LTD.

If you would like to receive notice of all further proceedings in relation to the Receivership of TUSCANY ENERGY LTD., please complete the Demand for Notice attached to this letter and send the Demand for Notice by electronic mail (email) or facsimile to each of the following persons:

1. Alberta Treasury Branches
   McDougall Gauley LLP
   1500-1881 Scarth Street
   Regina SK S4P4K9
   Attention: Michael W. Milani, Q.C. (mmilani@mcdougallgauley.com)

2. Grant Thornton Limited
   Attention: ____________________
   Email: ____________________
   Fax: ____________________

If you fail to properly complete the Demand for Notice and forward the Demand for Notice by email or facsimile to each of the above-referenced persons indicating that you would like to receive further notice of the Receivership proceedings, then you will not receive, nor will you be entitled to receive, any further notice of the Receivership proceedings.

Yours truly,

DEMAND FOR NOTICE

TO:

1. Alberta treasury Branches
   c/o: McDougall Gauley LLP
   1500-1881 Scarth Street
   Regina SK S4P4K9
   Attention: Michael W. Milani, Q.C. (mmilani@mcdougallgauley.com)

2. Grant Thornton Limited
   Attention: ____________________
   Email: ________________________
   Fax: __________________________

Re: IN THE MATTER OF THE RECEIVERSHIP OF TUSCANY ENERGY LTD.

I hereby request that notice of all further proceedings in the above Receivership be sent to me in the following manner (select one):

(a) by email, at the following email address:

_________________________________, or

(b) by facsimile, at the following facsimile number:

_________________________________.

Signature: ____________________________

Name of Creditor: ____________________________

Address of Creditor: ____________________________

____

____

Phone Number: ____________________________

SCHEDULE "D"

SERVICE LIST

Last updated June 30, 2016

NAME AND ADDRESS	CONTACT	COUNSEL FOR (OR ON BEHALF OF)	EMAIL ADDRESS AND FAX NUMBER	TELEPHONE NUMBER
SERVICE BY EMAIL				
Alberta Department of Energy – Energy Legal Services 9th Floor, 9945 – 108 St Edmonton AB T5K 2G6	Delaine M. Dew		delaine.dew@gov.ab.ca Fax: 780-427-1871	780-427-1866
Alberta Energy Regulator 1000, 250 – 5th St SW Calgary AB T2P 0R4	Keely Cameron Patricia Johnston		Keely.Cameron@aer.ca Patricia.Johnston@aer.ca	403-476-9381
Bennett Jones LLP 4500 Bankers Hall E 855 – 2nd St SW Calgary AB T2P 1G1	Chris Simard Alexis Teasdale	Alberta Treasury Branches	simardc@bennettjones.com teasdalea@bennettjones.com Fax: 403-265-7219	403-298-4485
Burnet Duckworth & Palmer LLP 2400, 525 8th Ave SW Calgary AB T2P 1G1	Carole J. Hunter	Tuscany Energy Ltd.	chunter@bdplaw.com Fax: 403-260-0332	403-260-0368
Canada Revenue Agency **Prairies Regional Collection Centre** PO Box 557 260 - 1783 Hamilton St Regina SK S4P 3A3	Joan Selinger		Fax: 306-757-1412	
Canadian Natural Resources 2100, 855 – 2nd St SW Calgary AB T2P 4J8			Fax: 403-517-6975	403-517-7182
Dentons Canada LLP 2900 Manulife Pl 10180 101 St Edmonton AB T5J 3V5		Pyramid Corporation	Fax: 780-423-7276	780-423-7100
McDougall Gauley LLP 1500-1881 Scarth St	Michael W. Milani, Q.C	Alberta Treasury	mmilani@mcdougallgauley.com Fax: 306-359-0785	306-565-5117

Regina SK S4P 4K9	Mike Russell	Branches	mrussell@mcdougallgauley.com Fax: 306-664-4431	306-665-5447
MacPherson, Leslie & Tyerman LLP 1500, 420 22nd St E Saskatoon SK S7K 5T6 1500 – 1874 Scarth St Regina SK S4P 4E9	Jeff Lee, Q.C.	Grant Thornton Limited Xtreme Drilling and Coil Services Corp.	jmlee@mlt.com Fax: 306-975-7145	306-975-7136
MTM Energy Services Inc. Box 1739 5319 37th St Provost AB T0B 3S0	Tom Dennehy, CEO Doug Bosch Store Manager		tom@mtmenergy.com Fax: 780-875-3558 doug@mtmenergy.com Fax: 780-753-3534	780-875-3551 780-753-3533
Pacific Tubulars Ltd. 600 – 734 7th Ave SW Calgary AB T2P 3P8	Richard Sheilds, President		info@pacifictubulars.com Fax: 403-269-7622	403-269-7600 403-607-1139
Politeski Strilchuk Milen PO Box 20 5009 47 St Lloydminster SK S9V 0X9		Black Bull Operational Services	info@psmlaw.ca Fax: 780-875-3479	780-875-2288
Robertson Moskal Sarsons PO Box 1680 A-3801 51 Ave Lloydminster SK S9V 1K6		Canwest Propane Partnership a division of Gibson Energy ULC Opper Bros. Contracting Ltd.	Fax: 780-875-9485	780-875-7671
Saskatchewan Ministry of Economy 900 – 1874 Scarth St Regina SK S4P 4B3	Leanne Lang		Leanne.Lang@gov.sk.ca Fax: 306-787-0581	306-787-5545
Saskatchewan Ministry of the Economy Petroleum Development Branch 200 - 201 Scarth St Regina SK S4P 2H9	Tom Coleridge Larry Weber Cheryl Matsalla		tom.coleridge@gov.sk.ca Fax: 306-798-3083 Larry.weber@gov.sk.ca Fax: 306-787-2506 Cheryl.matsalla@gov.sk.ca Fax: 306-787-8270	
Saskatchewan Ministry of	Ms. Erika Ritchie, Assistant Deputy		Erika.ritchie@gov.sk.ca Fax: 306-787-5419	

Environment Environmental Protection and Audit Division 5th Floor, 3211 Albert St Regina SK S4S 5W6	Minister			
Saskatchewan Ministry of Labour Relations and Workplace Safety Employment Standards Division 300-1870 Albert St Saskatoon SK S4P 4B7	Kim Jalbert, Executive Coordinator, Employment Standards Division		kim.jalbert@gov.sk.ca Fax: 306 -787-4780	
Saskatchewan Revenue and Financial Services Suite 601, 1919 Saskatchewan Drive Regina SK S4P 4H2			Fax: 306-787-0241	
Saskatchewan Workers' Compensation Board 200, 1881 Scarth St Regina SK S4P 4L1	Wayne Dale		wdale@wcbsask.com	
Superior Propane a division of Superior Plus LP 1111 – 49th Ave NE Calgary AB T2E 8V2			Fax: 403-730-7512	403-730-7500

DUPLICATE ORIGINAL

COURT FILE NUMBER	**Q.B. 900 of 2016**
COURT OF QUEEN'S BENCH FOR SASKATCHEWAN	
JUDICIAL CENTRE	**SASKATOON**
PLAINTIFF	**ALBERTA TREASURY BRANCHES**
DEFENDANTS	**TUSCANY ENERGY LTD.**

ORDER

(Amendment of June 30, 2016 Receivership Order)

Before the Honourable Mr. Justice R.S. Smith in Chambers Tuesday, August 23, 2016.

On the application of Jeffrey M. Lee, Q.C., counsel on behalf of Grant Thornton Limited, court-appointed Receiver (the "**Receiver**") of Tuscany Energy Ltd. (the "**Debtor**"), for an Order amending the June 30, 2016 Consent Receivership Order of the Honorable Madam Justice A.R. Rothery issued in these proceedings (the "**June 30, 2016 Receivership Order**"), and upon reading the Application Without Notice dated August 22, 2016 and the Affidavit of Alexandra Facca sworn on August 22, 2016, all filed;

The Court orders that the June 30, 2016 Receivership Order shall be and is hereby amended by adding to Schedule "A" to the June 30, 2016 Receivership Order those assets of the Debtor described in Schedule "A" hereto.

ISSUED at Saskatoon, Saskatchewan, this 24th day of August, 2016.

(Deputy) Local Registrar

NOTICE

Take notice that, unless the order is consented to by the respondent or a person affected by the order or unless otherwise authorized by law, every order made without notice to the respondent or a person affected by the order may be set aside or varied on application to the Court. You should consult your lawyer as to your rights.

CONTACT INFORMATION AND ADDRESS FOR SERVICE

Name of firm:	MacPherson Leslie & Tyerman LLP
Name of lawyer in charge of file:	Jeffrey M. Lee, Q.C.
Address of legal firms:	1500 – 410 22nd Street East Saskatoon, Saskatchewan S7K 5T6
Telephone number:	(306) 975-7100
Fax number:	(306) 975-7145
E-mail address:	jmlee@mlt.com

SCHEDULE "A" – ADDITIONAL ASSETS

Schedule "A"

TUSCANY ENERGY LTD.

WATER INJECTION WELLS REQUIRED FOR PRODUCTION OPERATIONS NOT INCLUDED

11/14-06-039-27W3
01/5-21-039-27W3
01/7-21-039-27W3
11/14-21-039-27W3
131/16-20-39-28W3
191/07-33-39-28W3

SUSPENDED WELLS ON LANDS INCLUDED THAT SHOULD BE INCLUDED

01/11-06-039-27W3 (MACKLIN 11-6 BATTERY ON SAME SITE)
91/11-16-039-27W3
91/14-16-039-27W3
95/15-16-039-27W3
191/11-27-039-28W3
191/12-27-039-28W3

LANDS AND WELLS THAT SHOULD BE INCLUDED

LSD 15-32-39-28W3 - PN47018 P&NG FROM SURFACE TO BASE MANNVILLE.

SEC 29-39-28W3 & LSD 9,10,16, S 1/2, NW 1/4-32-39-28W3: PN66073 FROM SURFACE TO BASEMENT

SEC 5-40-28W4 - PN56610 P&NG FROM SURFACE TO BASE MANNVILLE
SEC 8-40-28W4 - PRAIRIESKY ROYALTY LEASES

31/8-28-39-28W3 (HEADER FOR GAS SUPLY ON THIS SITE)
41/15-32-39-28W3
91/ 7-5-40-28W3 (SUPPLYS GAS TO MACKLIN BATTERY)

TUSCANY ENERGY LTD.

SUMMARY OF SUSPENDED WELLS LOCATED ON LANDS IN SCHEDULE A BUT NOT INCLUDED AS AT JULY 11,2016

EVESHAM

31/12-16-039-27W3/2 (50 % WI)
01/6-21-039-27W3
01/10-21-039-27W3
11/11-21-039-27W3
01/01-28-039-27W3
11/02-28-039-27W3
11/03-28-039-27W3
11/05-28-039-27W3
11/06-28-039-27W3
11/08-28-039-27W3

MACKLIN

91/7-06-039-27W3
11/12-06-039-27W3

IN THE MATTER OF THE RECEIVERSHIP OF
TUSCANY ENERGY LTD.
INTERIM STATEMENT OF RECEIPTS AND DISBURSEMENTS
FOR THE PERIOD OF JUNE 30, 2016 TO NOVEMBER 17, 2016

Receipts	
Oil & gas sales	$ 893,785
Receiver's borrowings	175,000
Accounts receivable and joint interest billings	140,539
Goods and services tax collected	44,215
Miscellaneous refunds	37,976
Rental recovery	7,000
Deposit pursuant to the Purchase and Sale Agreement (Note 1)	-
	1,298,514
Disbursements	
Oil & gas operating expenses	689,381
Contractor services	140,530
Surface lease expenses	105,289
Professional fees - Receiver (including field inspection costs)	97,893
Royalty expenses	63,397
Goods and services tax paid on disbursements	42,031
Professional fees - Receiver's legal counsel	17,310
Provincial sales tax paid on disbursements	8,495
Mineral lease expenses	5,473
Interest paid on Receiver's borrowings	2,952
Receivership filing fee	150
	1,172,901
Balance of funds held in trust - November 17, 2016	**$ 125,614**

Note 1

In order to avoid disclosing information that may be prejudicial to any future sales process or negotiations required in the event the Court does not approve the recommended offer or in the event the recommended offer does not close, the amount of the deposit held by the Receiver has been omitted from the statement. The amount of this deposit is disclosed in the Supplemental First Report.